

**Mayor**  
Kenneth Romney

**City Engineer**  
Kris Nilsen

**City Recorder**  
Cathy Brightwell

# WEST BOUNTIFUL PLANNING COMMISSION

550 North 800 West  
West Bountiful, Utah 84087

Phone (801) 292-4486  
FAX (801) 292-6355  
[www.WBCity.org](http://www.WBCity.org)

**Chairman**  
Denis Hopkinson

**Commissioners**  
Laura Charchenko  
Mike Cottle  
Alan Malan  
Corey Sweat  
Dennis Vest, Alternate

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**THIS MEETING WILL BE HELD EXCLUSIVELY VIA ZOOM (See participation info below)**

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## THE PLANNING COMMISSION WILL HOLD ITS REGULAR MEETING AT 7:30 PM ON TUESDAY, AUGUST 11, 2020 VIA ZOOM

Prayer/Thought by Corey Sweat

1. Accept Agenda.
2. Conditional Use Permit for Aspen Vending at 1116 W 500 South.
3. Sale of Agricultural Products in Residential Zones.
4. Discuss Woodhaven Mobile Home Park Proposal.
5. Staff report.
6. Consider Meeting Minutes from July 28, 2020.
7. Adjourn.

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### Join Zoom Meeting

<https://us02web.zoom.us/j/81196865157>

Meeting ID: **811 9686 5157**

One tap mobile

+16699006833,,81196865157# US (San Jose)

+12532158782,,81196865157# US (Tacoma)

Dial by your location

+1 669 900 6833 US (San Jose)

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 408 638 0968 US (San Jose)

+1 301 715 8592 US (Germantown)

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+1 646 876 9923 US (New York)

Find your local number: <https://us02web.zoom.us/j/81196865157>

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*This notice has been sent to the Clipper Publishing Company and was posted on the State Public Notice Website and the City's website on August 7, 2020 by Cathy Brightwell, City Recorder.*

# MEMORANDUM



**TO:** Planning Commission

**DATE:** August 7, 2020

**FROM:** Cathy Brightwell

**RE:** Aspen Vending

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Mr. Paul Lambert has applied to open Aspen Vending at 1116 W 500 South, Suite 11 in West Bountiful. Aspen Vending provides vending supplies to businesses. This West Bountiful location will be used as a warehouse for vending machine inventory. The product inventory is picked up by Aspen Vending employees and taken to various locations and stocked into the local vending machines for later sale. There is no business office on-site, only storage of vending supplies.

This property is in the Commercial Highway District which lists warehousing as a conditional use. No employees will be located at the site and it is not open to the public so parking needs are minimal.

The Conditional Use ordinance, Section 17.60.040, requires the planning commission to *consider* whether:

1. The proposed use at the particular location is necessary or desirable to provide a service or facility that will contribute to the general well-being of the neighborhood and the community;
2. The proposed use will not be detrimental to the health, safety, or general welfare of persons residing or working in the vicinity, or injurious to property or improvements in the vicinity;
3. The proposed use and/or accompanying improvements will not inordinately impact schools, utilities, and streets;
4. The proposed use will comply with the regulations and conditions specified in the land use ordinance for such use;
6. The proposed use will conform to the intent of the city's general plan; and
7. The conditions to be imposed in the conditional use permit will mitigate the reasonably anticipated detrimental effects of the proposed use and accomplish the purposes of this subsection.

Staff recommends the following conditions be required with the granting of this conditional use permit:

1. Fire Inspection approval;
2. Signage will comply with city regulations; and
3. Upon issuance of this Permit, a West Bountiful City business license will be issued.



# CONDITIONAL USE PERMIT APPLICATION

**West Bountiful City**

**PLANNING AND ZONING**

550 N 800 W, West Bountiful, UT 84087

Phone: (801) 292-4486

Fax: (801) 292-6355

www.wbcity.org

**PROPERTY ADDRESS:** 1116 W 500 S, Suite 11

**NAME OF BUSINESS/USE:** Aspen Vending

**PARCEL NUMBER:** \_\_\_\_\_ **ZONE:** \_\_\_\_\_ **DATE OF APPLICATION:** \_\_\_\_\_

**Applicant Name:** Paul Lambert

**Applicant Address:** 816 E 800 N, Pleasant Grove, Utah 84062

**Primary phone:** (801)687-2438

**E-mail address:** paul@aspenvending.com

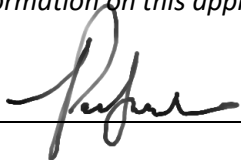
**Describe in detail the conditional use for which this application is being submitted. Attach a site plan which clearly illustrates the proposal and separate sheet with additional information if necessary.**

**Primary use at this location is a warehouse for vending machine inventory. Products such as snacks and soda are stored at this location. The product inventory is picked up from this location by Aspen Vending employees and taken to various locations and stocked into the local vending machines for later sale.**

The Applicant(s) hereby acknowledges that they have read and are familiar with the applicable requirements of Title 17.60 of the West Bountiful City Code, pertaining to the issuance of Conditional Use Permits. If the applicant is a corporation, partnership or other entity other than an individual, this application must be in the name of said entity, and the person signing on behalf of the Applicant hereby represents that they are duly authorized to execute this Application on behalf of said entity.

**Fee must accompany this application - \$20 for Residential Zone, \$50 for Business Zone**

*I hereby apply for a Conditional Use Permit from West Bountiful City in accordance with the provisions of Title 17, West Bountiful Municipal Code. I certify that the above information is true and correct to the best of my knowledge. I understand the information on this application may be made available to the public upon request.*

**Date:** 8/5/2020 **Applicant Signature:** 

**FOR OFFICIAL USE ONLY**

**Application Received Date:** 8/5/2020  
**Application Fee Received Date:** 8/5/2020  
**Permit Approval:** \_\_\_\_\_

**Permit Number:** 20-012  
**Fire Inspection Date:** 8/5/2020  
**Fire Inspection Approval Date:** \_\_\_\_\_



Aspen Vending  
Suite #11

1116 West 500 South

HK

# MEMORANDUM



**TO:** Planning Commission

**DATE:** August 7, 2020

**FROM:** Staff

**RE:** Sale of Agricultural Products in Residential Zones

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This memo reviews and provides options related to the request made by Jed Christensen regarding the ability to conduct a business in the R-1-10 zone related to the retail/warehousing of hay on his property at 1347 N 800 West.

## Background

At the June 23, 2020 planning commission meeting, Jed Christensen explained that he would like to build a barn on his property at 1347 N 800 West to store and sell hay grown offsite. Agricultural uses, barns, and accessory structures are permitted in the R-1-10 zone, as is the storage of personal property in the structure. However, his proposal to store and sell hay grown offsite conflicts with current code restricting business activities in the residential zone.

This use would impact the residential characteristics of the neighborhood. The barn and hay storage is intended for the western portion of the property so the preferred access is through a residential street, 1320 N/840 W. As the property address is on 800 W, buyers attempting to locate the area to purchase hay may cause some disruption to the neighborhood. He stated that no large trucks will bring in hay, only his personal truck and trailer but it is not clear what size trucks will come in to purchase hay. As shown on the attached picture, it appears hay is currently being stored on the property without a barn.

Planning commission asked staff to bring back some options for consideration including modifications to the zoning code and the home occupation code.

## Current Regulations:

- A commercial business is not permitted in a residential district.
- A home occupation, while permitted, is defined as any occupation conducted within a dwelling and carried on only by persons residing in the dwelling. (There is a home on the property, but the Christensen's do not reside there.)
- 5.04.130 & 5.28.050 provide an exemption for the selling of farm products that are raised or grown by the person selling the products. (This exemption was created to allow the sale of home-grown fruit and vegetables by residents.)

Possible Options:

With each of these options, the commission should consider impacts to the neighborhood of the proposed location, as well as how the code could impact properties across the various zones in the city.

- A. Modify allowed uses within the R-1-10 Zone: Add commercial sales of agricultural products as a permitted/conditional use in residential districts;
  - Issues to consider: Should regulations be codified to limit impacts to residential neighborhoods? (size of properties, access, lighting, signs, hours of operations, etc.).
  - If this commercial activity is allowed, what is the justification for prohibiting other commercial activity with similar impacts?
  
- B. Modify the home occupation code: Allow businesses conducted on a residential property but outside the home and by individuals not residing on the property.
  - Issues to consider: Should regulations be codified to limit impacts to residential neighborhoods? (size of properties, types of businesses, total use of accessory structures, access, lighting, signs, hours of operations, etc.)
  - Again, if this commercial activity is allowed, what is the justification for prohibiting other commercial activity with similar impacts?



## 5.28 Home Occupation

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[mc.westbountiful.municipalcodeonline.com/book/print](http://mc.westbountiful.municipalcodeonline.com/book/print)

### 5.28.010 Definitions

### 5.28.020 License Required

### 5.28.030 Application For License

### 5.28.040 Requirements

### 5.28.050 Exemptions To License

### 5.28.060 Noncompliance; Revocation And Suspension Of Permit

### 5.28.070 Home Occupation Business License Renewal And Delinquency

### 5.28.080 License Not Transferrable

### 5.28.010 Definitions

**"Home occupation"** means any occupation conducted within a dwelling and carried on only by persons residing in the dwelling, which is clearly incidental and secondary to the use of the dwelling and for which a Home Occupation Business License has been issued by West Bountiful City.

### 5.28.020 License Required

The purpose of this chapter is to protect the residential character and lifestyle of residential zones within West Bountiful City. To ensure compliance with this chapter, a Home Occupation Business License must be obtained from West Bountiful City before a person may use any part of a dwelling in a residential zone for a home occupation. Under certain circumstances provided in Section 5.28.030, a conditional use permit must also be obtained.

### 5.28.030 Application For License

1. A Home Occupation Business License Application may be obtained from the City offices or from the City website. Each application shall be accompanied with payment of the business license fee as provided in 5.04.040. It is unlawful for any person to provide false information to the City in relation to the application for, issuance of, or continuation of, a business license, or to knowingly cause or permit the same to be done.



2. The applicant shall give written notice of the nature and description of the home occupation to all property owners within three hundred (300) feet of the exterior boundaries of the property upon which the home occupation is to be conducted. Evidence of the required notice must be supplied to West Bountiful City as part of the Home Occupation Business License Application.
3. Except as provided in subsection D, the City Recorder may issue the Home Occupation Business License when:
  1. The requirements of 5.28.040 have been satisfied; or
  2. If a conditional use permit is required from the Planning Commission, the permit has been issued, the conditions of that permit have been satisfied, and the applicant has agreed to the conditions in writing.
4. Notwithstanding subsection C, the applicant must also apply for a conditional use permit and pay the application fee for review and approval by the Planning Commission under Chapter 17.60 if any of the following apply:
  1. The home occupation requested conflicts with the minimum requirements provided in Section 5.28.040;
  2. The City Recorder determines that approval of the application may conflict with the intent of this chapter without imposing additional conditions;
  3. The applicant or City receives a notice of protest to the application; or
  4. The Home Occupation Business License Application is for a day care, nursery, or preschool, which must follow Utah Department of Health regulations for child day care including, but not limited to, a background check.

#### 5.28.040 Requirements

1. A person who is not a resident of the dwelling shall not be employed to work on the premises.
2. The home occupation must be clearly incidental and secondary to the use of the dwelling or structure in which it is located and may not change its purpose or character.
3. The home occupation shall not involve the use of any part of a dwelling or structure for which by reason of state, federal or local law or ordinances, special or extra entrances or exits or special rooms are required as a prerequisite condition to the operation of such use or for which said laws or ordinances require a license or permit, except as approved by the Planning Commission.
4. More than one Home Occupation Business License may be issued if the additional businesses will function as one business operation and if after review it is specifically determined that the total of all businesses will not have an impact on the community greater than one business.

5. The home occupation shall not involve the use of more than the equivalent of fifteen (15) percent of the main floor area of the dwelling, nor involve the installation of special equipment and/or fixtures, plumbing or electrical wiring for such special fixtures or equipment which are not ordinarily or customarily used in a dwelling, unless otherwise approved by the Planning Commission.
6. Inventory or supplies may not occupy more than fifty (50) percent of the permitted area.
7. The home occupation must be operated entirely within the approved dwelling, except that 25% of a garage or accessory building or structure on the same property as the dwelling may be used, so long as it does not change the residential character of the lot or would otherwise be contrary to the purpose of this chapter. Additional conditions may be imposed by the Planning Commission if the garage is to be used for:
  1. Storage of chemicals or tanks; or
  2. Storage of equipment or vehicles.
8. If a home occupation is authorized for a garage, off-street parking arrangements in compliance with this title must exist for any vehicles owned and/or operated by the applicant.
9. Yard space may not be used for home occupation activities, except:
  1. Outside private swimming pools may be used for swimming instruction if the swimming instruction is given by a bona fide resident of the dwelling.
  2. Yard space may be used for day care provided the yard is entirely fenced.
  3. Yard space may be used for other similar activities that will not alter the residential nature of the neighborhood in which the home occupation will be conducted. In no event shall outdoor storage be permitted in relationship to the Home Occupation Business License.
10. The home occupation must comply with all fire, building, plumbing, electrical and health codes and all federal, state and local laws.
11. The home occupation may not cause or create a demand from municipal or utility services or community services, including traffic, in excess of those usually and customarily provided for in residential uses. Home occupations which will generate additional traffic or parking in excess of those usual and customary residential uses require Planning Commission approval.
12. The home occupation may not be a nuisance or cause undue disturbance to the neighborhood.
13. The home occupation may not alter the residential character of the premises or unreasonably disturb the peace and quiet, including radio and television reception, of the neighborhood by reasons of color, design, materials, construction, lighting, odors, sounds, noise or vibrations.
14. Merchandise, goods or customer services may not be advertised or otherwise visible from the exterior of the building in which the home occupation is operated.

15. Signs, advertising or displays of any kind may not be visible from the public streets or from the exterior boundaries of the property on which the home occupation is conducted.
16. The home occupation shall be operated in a manner that complies with any special conditions established by the Planning Commission and made part of the record in connection with the application for a conditional use permit, as the Planning Commission deems necessary to carry out the provisions and intent of this chapter and Chapter 17.60.
17. Home occupations requiring State or Federal licensing must be in compliance with all State and Federal regulations before a Home Occupation Business License will be issued.

#### 5.28.050 Exemptions To License

The following uses are exempt from the provisions of this chapter:

1. Sale of goods or services by City residents age 14 and under which sale of goods or services does not conflict with other sections of this Code;
2. Temporary home occupations such as garage sales, yard sales, or craft boutiques that occur not more than four (4) times a year with each event lasting not more than seventy-two (72) hours;
3. Promotional meetings for the purpose of taking orders for merchandise, by invitation only, which occur not more than once per month;
4. Community/neighborhood fund raisers which are sponsored and/or approved by City staff;
5. Any person engaged in business for solely religious, charitable or other type of strictly nonprofit purpose who is tax-exempt in such activities under the laws of the United States and the State of Utah;
6. Any person engaged in a business specifically exempted from municipal taxation and fees by the laws of the United States or the State of Utah;
7. Any person selling, offering for sale, or taking orders for or soliciting the sale of any farm products, but not including dairy products, actually produced, raised or grown by the person so selling, offering for sale or taking orders for, or soliciting the sale of any such farm products; and
8. Other exemptions as specifically approved in writing by the City Council.

#### 5.28.060 Noncompliance; Revocation And Suspension Of Permit

The City Recorder may revoke or suspend, or decline to renew, a Home Occupation Business License for a violation of any of the requirements of this chapter, or for failure of

the licensee to comply with the conditions of the license. The Planning Commission may revoke, suspend or modify the conditional use permit associated with a Home Occupation Business License for violation of any of the requirements of this chapter or Chapter 17.60, or the conditions of the permit; or for failure of the permit holder to maintain the Home Occupation Business License. The Planning Commission may suspend the permit temporarily to give the permit holder a specified reasonable period of time to cure deficiencies. If such deficiencies are not cured by the specified period of time, the Planning Commission shall revoke the conditional use permit associated with the Home Occupation Business License. During the period of suspension, the Planning Commission may impose any restrictions or conditions upon the permit holder, including cessation of all activities.

#### 5.28.070 Home Occupation Business License Renewal And Delinquency

A Home Occupation Business License is subject to annual renewal, with the license year being the calendar year.

All license fees provided herein shall be due and payable on or before January 5th of any calendar year, or before commencing a new business. In the event any fee is not paid on or before such date, a penalty of fifty (50) percent of the amount due shall be imposed and shall become a part of the license fee imposed by this chapter. The date of delinquency and the amount of the penalty may be amended periodically by resolution of the City Council provided that the amended date and penalty shall be prospective only, effective the next calendar year.

#### 5.28.080 License Not Transferrable

No license granted or issued under the provisions of this chapter shall in any manner be assignable or transferable, or authorize any person other than the licensee named therein to do the business specified in the license.

# MEMORANDUM



**TO:** Planning Commission

**DATE:** August 7, 2020

**FROM:** Staff

**RE:** Wood Haven Mobile Home Park Expansion – 680 W 500 South

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As discussed in previous meetings, the new owners of Woodhaven mobile home park are proposing to expand the existing property consisting of 7.46 acres by eight lots/spaces (from 44 to 52). This expansion will not impact existing lots but add new lots to vacant space within the property primarily at the entrance of 500 South.

In previous meetings with the city council and planning commission, there was a level of support for the proposed expansion based on satisfactory details being worked out with staff and final review and approval by planning commission and city council.

Attached for discussion are the following:

1. New WBMC 17.25 R-MH (Residential Mobile Home district), which creates a new zone for mobile homes, mobile home parks and mobile home subdivisions. The boundaries of the new zone are the current Woodhaven property boundaries.
2. Redline of the city's existing mobile home ordinance, WBMC 17.72. The proposal includes recommended changes by Woodhaven (shown in red) and recommended changes by staff (shown in blue). The existing ordinance was adopted after Woodhaven Mobile home park was established and in most cases has not been applied to the existing mobile home park. If the intent is to limit mobile homes to the new zone, staff believes it makes sense to modify the ordinance to accommodate the limitations of the existing Park in an attempt to bring much of the Park into compliance. There are still some regulations that will apply to the new expanded area immediately and to the older sections as leases expire and older trailers are removed.
3. An updated Development Agreement package from Woodhaven.

## **Chapter 17.25 Residential District, R-MH**

### 17.25.010 Purpose

The purpose of the R-MH residential mobile home district is to allow in appropriate areas mobile homes, mobile home parks and mobile home subdivisions, as defined and regulated in the West Bountiful Municipal Code. This district is intended to provide higher density residential use and potential moderate income housing opportunities, subject to the regulations of Chapter 17.72 of this title.

### 17.25.020 Permitted Uses

The following uses are permitted in the R-MH residential mobile home district:

- A. Mobile home;
- B. Mobile home park;
- B. Mobile home subdivision; and
- C. Home occupation.

**Chapter 17.72 MOBILE\_HOME PARKS AND MOBILE\_HOME SUBDIVISIONS**

Sections:

17.72.010 Purpose and intent.

17.72.020 Standards and requirements.

17.72.030 Additional requirements for mobile home parks.

17.72.040 Additional requirements for mobile home subdivisions.

**17.72.010 Purpose and intent.**

The purposes and intent of this chapter are:

- A. To permit variety and flexibility in land development for residential purposes by allowing the use of mobile homes located in the on “R-MH Z zoning” property district under certain conditions; ~~and~~
- B. To require that mobile home developments be of such character as to promote the objectives and purposes of this title; to protect the integrity and characteristics of the district contiguous to those in which mobile home parks are located; and to protect other land use values contiguous to or near mobile home developments; and
- C. To authorize the city to enter into individual development agreements with developers to supplement or modify this chapter for certain projects.

**17.72.020 Standards and requirements.**

- A. The planning commission city shall review the proposed development plan to determine its compliance with all portions of the city’s master general plan ~~and, among other things, shall attempt to make ensure~~ that such the development will constitute a residential environment of sustained desirability and stability and that ~~it~~ will not adversely affect amenities or uses in the surrounding area.

Standards higher than the minimum standards contained in this title may be required if necessary for local conditions of health, safety and protection of property, and to ~~insure~~ ensure that the development will mix harmoniously with contiguous and nearby existing and planned uses.

- B. The planning commission city shall not approve any application for a mobile home park or mobile home conditional use permit subdivision if the developer cannot provide required water supplies and facilities, waste disposal systems, storm drainage facilities, access or improvements. Nor shall such a permit be granted if the developer cannot assure that the development will be completed in a reasonable time, or if the planning commission or city

council determines there would be unusual danger of flood, fire or other hazard. Nor shall such ~~a permit approval~~ be granted if the proposed development would be of such character or in such a location that it would:

1. Create excessive costs for public services and facilities;
  2. Endanger the health or safety of the public;
  3. Unreasonably hurt or destroy the environment;
  4. Cause excessive air or water pollution, or soil erosion; or
  5. Be inconsistent with any adopted general or specific plan of the area in which it is to be placed.
- C. The development shall conform to the following standards and requirements, unless modified by an approved ~~planned unit development plan, separate development agreement or otherwise allowed by the city:~~
1. The area shall be in one ownership, or if in several, the application for approval of the development shall be filed jointly by all owners of the property included in the plan.
  2. A strip of land at least ~~fifteen ten (1510)~~ feet wide surrounding the entire park shall be left unoccupied, ~~and The strip may be used for roadways or otherwise~~ shall be planted and maintained in lawn, shrubs and/or trees, ~~with a~~ An approved wall or fence designed to afford privacy to the development ~~shall be maintained around the perimeter of the development.~~
  3. All storage and solid waste receptacles outside the confines of any mobile home shall be housed in a closed structure compatible in design and construction to the mobile homes, and to any service buildings within the development; all patios, carports, garages and other add-ons shall be compatible in design and construction with the mobile home ~~community development~~. All service buildings shall be constructed in accordance with standard commercial practice and kept in good repair as determined by the zoning administrator.
  4. All mobile home parks and mobile home subdivisions shall also conform to all applicable state regulations. In the event of any conflict between the regulations and this chapter, this chapter shall take precedence when its regulations are ~~more strict~~er, and the provisions of the state regulations shall take precedence when such regulations are ~~more strict~~er.
- D. Every mobile home park and mobile home subdivision shall provide underground utility service to every mobile home ~~space or lot as required by the planning commission, including, but not limited to at a minimum,~~ water, sewer, power and television.



E. Inspection and Special Regulation of Mobile ~~H~~Homes. Mobile homes are considered by the city to be less durable and less resistant to deterioration than ~~are~~ conventional homes. Therefore, all mobile homes ~~which are used for human habitation~~, whether conforming or non-conforming, and whether located in mobile home parks, ~~in or~~ mobile home subdivisions ~~or bona fide farms or ranches~~, shall be subject to the following special regulations:

1. ~~A building P~~permits ~~are is~~ required for each mobile home ~~plumbing and electrical hookups, and such hookups shall be made only by licensed plumbers and electricians installed or placed within a mobile home park or mobile home subdivision.~~
2. No mobile home may be placed on a permanent foundation without state-approved modification.
3. No ~~modular home or~~ mobile home shall be moved into or within the city without a HUD certification for compliance with the National Home Construction and Safety Standards Act of 1974. Homes manufactured prior to June 15, 1976, must receive a certificate of compliance from the state prior to being moved into or within the city.
4. Each mobile home within the city may be inspected annually, or upon evidence of need, by the building inspector, to determine whether the structure is sound and being kept in a safe and sanitary condition for human habitation. During the inspection, the building inspector shall determine whether the mobile home is being maintained in violation of the fire, ~~or~~ sanitary, ~~or other~~ codes adopted by the city; whether substantial deterioration of the structure exists so as to adversely affect the health or safety of the occupants; or whether there has been such deterioration in appearance as to render the mobile home unsightly and to adversely affect the value of neighboring properties.
5. Upon a finding of noncompliance, the building inspector shall order the ~~developer owner or operator of the mobile home park or the private mobile home owner, as applicable, to correct the~~ deficiencies ~~corrected~~ and obtain a certificate of compliance ~~obtained~~ within thirty (30) days.
6. If such deficiencies are not corrected, or cannot be corrected, the mobile home shall be ordered vacated and removed from the premises, and shall not thereafter be used for human habitation within the city unless all deficiencies are corrected and the mobile home owner obtains a certificate of compliance ~~obtained by the home owner.~~

F. Compliance with Other Regulations. Any mobile home located in any permitted area shall comply with and conform to all ~~other~~ zoning laws, development agreements, rules, and regulations, ~~including and~~ building, plumbing, electrical, fire prevention, and all other codes and requirements applicable to a structure or building erected within the district in which the mobile home is located.

G. Guarantees.

1. ~~For mobile home parks, adequate and reasonable guarantees must be provided as determined by the~~ planning commissioncity for permanent retention of open spaces and for the

maintenance of roadways, storage facilities, service facilities, and landscaping resulting from the application of these regulations. Guarantees may be in the form of a bond, or a mortgage on real estate, in a sum ~~to be determined by the planning commission,~~ and in a form ~~which must be approved by the city council and the city attorney.~~

~~2. In any case, when a mobile home park is owned by more than one person, the developer shall establish and appoint a park manager. The manager shall be authorized to receive, process and represent fully the interests of the owners in respect to the continuing management and maintenance of the park.~~

~~3. The obtaining of an annual business license from the city shall be a prerequisite to the operation of any mobile home park in the city.~~

~~4. In the event a mobile home is not completed according to approved plans, the annual business license shall be denied, the mobile homes and associated property and facilities shall be removed, and all services shall be discontinued before any part of the land within the development planning area may be used for any other purpose, or be subdivided.~~

#### **17.72.030 Additional requirements for mobile home parks.**

In addition to the requirements for mobile home parks set forth in Section 17.72.020, mobile home parks shall meet all of the following requirements ~~unless modified by an approved planned unit development plan, separate development agreement or otherwise allowed by the city:~~

- A. The number of mobile homes shall be limited to ten (10) units per acre and may be limited to fewer units, depending on mobile home size, topography and other factors of the particular site. The mobile homes may be clustered; provided, that the total number of units does not exceed the number permitted on one acre, multiplied by the number of acres in the development. The remaining land not contained in individual lots, roads, or parking shall be set aside and developed as parks, playgrounds and service areas for the common use and enjoyment of occupants of the development, and visitors thereto.
- B. No home or add-on shall be located closer than ~~twenty ten (210)~~ feet from the nearest portion of any other home or add-on. All such homes and add-ons shall be set back at least ten (10) feet from road curbs or walks. If the mobile home tongue remains attached, it shall be set back a minimum of six feet from road curbs or walks. All mobile homes shall be set back at least ~~tenfifteen (105)~~ feet from any boundary of the mobile home park.
- C. ~~Two~~ Off-street parking ~~spaces per pad~~ shall be provided ~~at the rate of two parking spaces per for each~~ mobile home space, and each such parking space shall have a minimum width of ten (10) feet and minimum depth of twenty (20) feet. In no case shall the parking space be located farther than one hundred (100) feet from the mobile home space it is designed to serve.
- D. A ~~security compound for secure storage of vehicles, boats and other large items shall be provided equivalent to a minimum of three hundred (300) square feet of paved area per mobile home space.~~

~~E.~~ One-story, bulk storage area, improved and screened in a manner approved by the city, shall be provided within a mobile home park, equivalent to sixty (60) square feet per mobile home space. The area designated for bulk storage shall be improved, landscaped and screened in such a manner as approved by the planning commission.

~~FE.~~ Not less than ten (10) percent of the gross land area shall be set aside for the joint use and enjoyment of occupants. The land covered by vehicular roadways, sidewalks and off-street parking shall not be construed as part of this ten (10) percent common area required; provided, however, that in initial stages of development or special smaller developments the minimum area shall be not less than one-half acre or ten (10) percent, whichever is greater.

~~GF.~~ Yard lighting within the mobile home shall conform to a lighting plan approved by the city. a minimum of two-tenths foot candles of light shall be required for protective lighting the full length of all driveways and walkways.

~~HG.~~ All areas not covered by mobile homes or recreational vehicles, hard surfacing, or buildings shall be landscaped as in accordance with a landscape plan approved by the planning commission city, and such landscaping shall be permanently maintained.

~~H.~~ All off-street parking spaces and driveways shall be hard surfaced before the adjacent spaces may be occupied.

~~J.~~ All roadways shall be designed to accommodate anticipated traffic, including the following standards, unless modified by an approved planned unit development plan:

1. One-way traffic: a minimum of fifteen (15) feet in width plus extra width as necessary for maneuvering mobile homes;

2. Two-way traffic: a minimum of thirty (30) feet in width;

~~3.~~ Entrance roadways: a minimum of thirty-six (36) feet in width;

~~34.~~ Roadways: hard surfaced and bordered by twenty-four (24) inch rolled gutters or an approved equivalent;

~~45.~~ Sidewalks: thirty-six (36) inch minimum width sidewalks on all main roadways within the development, if required by the planning commission development agreement; and

~~56.~~ Access: at least two accesses to public streets, unless more than one access is prohibited by a responsible public agency. Existing park has only one access otherwise approved by the city, in its sole discretion, in a development agreement.

~~KJ.~~ Within forty-five (45) days of occupancy, each mobile home shall be skirted, or if shields are used, they are to be fireproof, well painted, or otherwise preserved.

~~LK.~~ Storm drainage facilities shall be so constructed as to protect residents of the development as well as adjacent property owners. Such facilities must be of sufficient capacity to insure ensure

rapid drainage and prevent the accumulation of stagnant pools of water in or adjacent to the development.

~~ML~~. The mobile\_home park shall:

1. Be in keeping with the general character of the district in which it is to be located,
2. Be located on a parcel of land not less than ten (10) acres, or on two or more parcels separated by a street or alley only and totaling ten (10) acres, unless ~~modified by~~ otherwise approved by the city, in its sole discretion, in planned unit development plan agreement; and
3. Have at least twenty-five (25) spaces completed, ready for occupancy, or an approved financing plan for construction and phase completion, together with approved security to assure compliance, before first occupancy is permitted.

~~NM~~. A launderette for convenience of park occupants, but not for the general public, may be included in mobile\_home parks.

~~ON~~. No mobile\_home space shall be rented for a period of less than ~~thirty-ninety~~ (390) days, and occupancy shall be by written lease. Leases shall be made available for inspection by the officials of the city upon demand.

~~PO~~. Access shall be provided to each mobile\_home lot for maneuvering mobile\_homes into position. The access way shall be kept free from trees and other immovable obstructions. Paving under mobile\_homes will not be required if adequate support is provided as required by state ~~or city~~ regulations. Use of planks, steel mats, or other means to support the mobile\_home during placement shall be allowed, so long as the same are removed upon completion of placement.

P. When a mobile home park is owned by more than one person, the developer shall establish and appoint a park manager. The manager shall be authorized to receive, process and represent fully the interests of the owners in respect to the continuing management and maintenance of the park.

Q. The owner and operator of a mobile home park shall obtain and maintain a business license issued by the city as a prerequisite to the operation of the mobile home park. In the event the mobile home park is not completed or maintained according to approved plans, the business license shall be denied or revoked, the mobile homes and associated property and facilities shall be removed, and all services shall be discontinued before any part of the land within the development area may be subdivided or used for any other purpose.

#### **17.72.040 Additional requirements for mobile\_home subdivisions.**

In addition to the requirements for mobile\_home subdivisions outlined above, mobile\_home subdivisions shall meet all of the following requirements ~~unless modified by an approved planned unit development plan, separate development agreement or otherwise allowed by the city~~:

A. Mobile home subdivisions may be approved by the city council in locations permitting such use in this title. Before such approval may be granted, a report to the city council by the planning commission shall find that the proposed development will:

1. Be located on a parcel of land containing not less than five acres;
2. Contain lots with a minimum net five thousand (5,000) square feet and a minimum width of fifty (50) feet;
3. Contain lots with minimum ~~and~~ side yard setbacks of ten (10) feet on each side, and front and rear yard setbacks of ten (10) feet each; and

43. Be organized in a homeowners' association, ~~if required by the planning commission.~~

~~B. The planning commission may require a security compound for the storage of vehicles, boats, and other large items, to be provided equivalent to a minimum of three hundred (300) square feet of paved area per mobile home lot, to be maintained by a homeowners' association in the mobile home subdivision.~~

~~C.~~ Each mobile home shall be skirted or shielded within forty-five (45) days of occupancy. If shields are used, they are to be fireproof and painted, or otherwise preserved.

~~C.D.~~ Street widths shall be as required by the subdivision regulations, except as may be modified by an approved ~~planned unit development plan~~ development agreement.

~~E.~~ ~~The planning commission may require the creation of a homeowners' association as a prerequisite to approval of a mobile home subdivision.~~

~~D.F.~~ No mobile home in a mobile home subdivision shall be rented or leased for a period of less than ninety (90) days.

# WOOD HAVEN MOBILE HOME PARK

*Project:*

**WOOD HAVEN MOBILE HOME  
PARK**

680 WEST 500 SOUTH  
WEST BOUNTIFUL, UTAH 84087

*Project Number:* 9770

**IPGMHC**

136 HEBER AVENUE SUITE #308  
PARK CITY, UTAH 84060

*Date:*

8/5/2020

*Prepared By:*

**TRENT WILLIAMS**

**ENSIGN**  
THE STANDARD IN ENGINEERING

**Ensign Engineering**

919 NORTH 400 WEST  
LAYTON, Utah 84041

P: (801) 597-9100

F: (801) 593-6315

[ensigneng.com](http://ensigneng.com)

**DEVELOPMENT AGREEMENT**  
*Woodhaven MHC, LLC*

This DEVELOPMENT AGREEMENT (the “*Agreement*”) is made and entered into effective \_\_\_\_\_, 2020 (the “*Effective Date*”), by and between *Woodhaven MHC, LLC*, a Utah limited liability company (“*Owner*”); and WEST BOUNTIFUL CITY, a Utah municipal corporation (the “*City*”).

**RECITALS**

A. Owner owns approximately 6.65 acres of real property located within the City at approximately 680 W 500 S, West Bountiful, and as more particularly described in the attached **Exhibit A** (the “*Property*”).

B. The property is currently zoned as General Commercial (C-G) and Light Industrial (LI).m The property will be recorded into one lot and zoned as “RM”

C. Owner desires to expand the existing multi-family, manufactured home use of the Property with the completion of six (6) additional manufactured home pads and related infrastructure as approved by the City (“**Improvements**”).

D. Following the execution of this Agreement, Owner intends to submit to the City’s Planning Commission and City Council for approval a final expansion plan (the “*Final Plan*”) for the expansion consistent with the Site Plan (**Exhibit B**).

NOW THEREFORE, for good and valuable consideration, including the mutual covenants contained in this Agreement, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**1. DEVELOPMENT OF EXPANSION PLAN.** The approved uses, density, intensity, and configuration of the components of the expansion are depicted and described in the Site Plan (**Exhibit B**) and the drawings attached as **Exhibits C** (collectively, the “*Drawings*” or “Final Plan”).

**2. COMPLETION OF IMPROVEMENTS.** Owner will provide, construct, and install the Improvements in a satisfactory manner in compliance with the City’s final approval. Owner will complete all of the Improvements within 6 months after the date of final City approval; provided, that upon written application submitted prior to the expiration of the 6 month period, the City, through its City Council, may extend the time for completing all of the Improvements for up to an additional six months for good cause shown. All homes on the Improvements shall be set back at least five (5) feet from road curbs or walks. No home or add-on shall be located closer than five (5) feet from the nearest portion of any other home or add-on. A security compound for the storage of vehicles, boats, bulk storage and other large items shall be available pursuant to the Final Plan. The set aside area for joint use and enjoyment of mobile home occupants is described in the Final Plan. No yard lighting shall be required for the Improvements except as described in the Final Plan. The City and Owner acknowledge that the park is located on six acres and contains

(1) **Fire Protection.** The homes will be located on a pad that lies within 500 feet of a fire hydrant that is fully charged with water and under sufficient pressure to provide adequate fire protection. There are 2 hydrants in the park as described in the Final Plan ..

(2) **Street and Parking Surfaces.** Each mobile home will be located on a pad with space for two (2) vehicles. No additional guest parking shall be required as part of the Improvements

(3) **Sewer Connection.** This property is already connected to the South Davis Sewer District approving connection to the sanitary sewer system.

(4) **As-built Drawings.** Acceptable record/as-built drawings shall be submitted to the City for review and acceptance upon completion of the Improvements.

e. **Stop Work Order.** In the event the City determines Owner is in violation of any material provision of this Agreement, including the foregoing standards for Improvements, and sufficient cause exists to stop the work, then, upon ten (10) days written notice to Owner, the City may shut down all work on the expansion and prevent further construction or building activity until Owner remedies the violation and is once again in full compliance with the provisions of this Agreement. Any such stop work order will be without prejudice to any other right or remedy of the City.

f. **Guarantees.** Owner shall not be required to provide any guarantee bonds or equivalent guarantee in connection with the approved Improvements.

5. **FEES AND CHARGES.** Owner will pay all fees and charges required by the Code, including plat fees, storm drain impact fees, and public improvement inspection fees; and all lot-specific required fees and charges, including building permit fees, before any building permit is issued.

6. **DEFAULT.** Owner will be in default under this Agreement if any of the following occurs:

a. **Abandonment.** Owner abandons the expansion project, as determined by the City in its reasonable discretion.

b. **Failure to Perform.**

(1) **Failure to Complete Improvements.** Owner fails to complete the Improvements within the time specified in this Agreement.

(2) **Emergency Situation.** The City determines, in its reasonable discretion, that an emergency situation exists relative to the Improvements and, after verbal notice followed by written notice within three (3) days, Owner has not remedied the emergency situation within a reasonable time, as determined by the City in its reasonable discretion.



parties to be anchored until Owner or any affiliate of Owner acquires title to the mobile homes.

**4. CONSTRUCTION.**

**a. Construction Period.** Owner will:

(1) Develop the expansion in accordance with accepted development procedures;

(2) Take all precautions reasonably necessary to prevent injury to persons or property during the construction period;

(3) Take reasonable steps to contain and abate dust resulting from construction activities;

(4) Provide such road surface, including road base and gravel, during construction as will render the streets and parking areas within the expansion area reasonably accessible and conducive to travel by trucks and heavy equipment;

(5) Take all necessary precautions to prevent undue amounts of dirt or debris from being tracked onto or deposited upon the properties and public streets adjoining the expansion area;

(6) Be responsible for all expenses incurred by the City or others in cleaning such properties or public streets of any undue amount of dirt or debris deposited as a result of construction activities within the expansion area; and

(7) Avoid damaging streets, curbs, sidewalks, and other improvements within or adjacent to the expansion area during development and construction; and repairing any such damage at Owner's own expense.

**b. Unforeseen Circumstances.** The City has provided certain drawings and other information to Owner with respect to the location of existing water lines, storm drain lines, and other subsurface infrastructure within the expansion area or necessary for the development of the expansion area. The City does not warrant the precise locations of such subsurface infrastructure. Any unforeseen circumstances relative to the Improvements arising during construction, including subsurface infrastructure and soil conditions, will be the sole responsibility of Owner.

**c. Diligent Prosecution of Work.** Owner will diligently prosecute the work of constructing and installing the Improvements to completion. All Improvements will be constructed and installed in a workmanlike manner in compliance with applicable laws and industry standards. All Improvements will be of a high quality, and will be consistent with the provisions of this Agreement.

**d. Building Permit Prerequisites.** The City will authorize the installation of new homes as the new expansion pads are ready. City permission of occupancy of the new homes will be withheld until the expansion project has been completed and final approvals have been issued by the City. The permits to set homes will be separate for each pad.

(1) **Fire Protection.** The homes will be located on a pad that lies within 500 feet of a fire hydrant that is fully charged with water and under sufficient pressure to provide adequate fire protection. There are 2 hydrants in the park as described in the Final Plan ..

(2) **Street and Parking Surfaces.** Each mobile home will be located on a pad with space for two (2) vehicles. No additional guest parking shall be required as part of the Improvements

(3) **Sewer Connection.** This property is already connected to the South Davis Sewer District approving connection to the sanitary sewer system.

(4) **As-built Drawings.** Acceptable record/as-built drawings shall be submitted to the City for review and acceptance upon completion of the Improvements.

e. **Stop Work Order.** In the event the City determines Owner is in violation of any material provision of this Agreement, including the foregoing standards for Improvements, and sufficient cause exists to stop the work, then, upon ten (10) days written notice to Owner, the City may shut down all work on the expansion and prevent further construction or building activity until Owner remedies the violation and is once again in full compliance with the provisions of this Agreement. Any such stop work order will be without prejudice to any other right or remedy of the City.

f. **Guarantees.** Owner shall not be required to provide any guarantee bonds or equivalent guarantee in connection with the approved Improvements.

5. **FEES AND CHARGES.** Owner will pay all fees and charges required by the Code, including plat fees, storm drain impact fees, and public improvement inspection fees; and all lot-specific required fees and charges, including building permit fees, before any building permit is issued.

6. **DEFAULT.** Owner will be in default under this Agreement if any of the following occurs:

a. **Abandonment.** Owner abandons the expansion project, as determined by the City in its reasonable discretion.

b. **Failure to Perform.**

(1) **Failure to Complete Improvements.** Owner fails to complete the Improvements within the time specified in this Agreement.

(2) **Emergency Situation.** The City determines, in its reasonable discretion, that an emergency situation exists relative to the Improvements and, after verbal notice followed by written notice within three (3) days, Owner has not remedied the emergency situation within a reasonable time, as determined by the City in its reasonable discretion.

(3) **Other Failure.** Owner otherwise substantially fails to perform its obligations under this Agreement and, after ten (10) business days' written notice from the City of such failure, Owner has not cured the failure; or, if the failure is not capable of being cured within such time, has not commenced to cure the failure within such time and diligently completed the cure within a reasonable time thereafter, as determined by the City in its reasonable discretion.

c. **Insolvency.** Owner becomes insolvent, a receiver is appointed for Owner, or a voluntary or involuntary petition in bankruptcy pertaining to Owner is filed at any time before Owner's obligations under this Agreement have been satisfied.

d. **Foreclosure.** Foreclosure proceedings are commenced against any property owned by Owner or such property is conveyed in lieu of foreclosure before Owner's obligations under this Agreement have been satisfied.

7. **REMEDIES.** In the event of Owner's default under this Agreement, the City will be entitled to pursue any remedies allowed under this Agreement, at law, or in equity, including the following:

**Completion of Improvements by the City.** The City may elect to complete, repair, or replace the Improvements, as it deems necessary. Owner hereby grants to the City, its officers, employees, agents and contractors, the unrestricted right to enter upon the property for the purpose of completing or remedying the Improvements in the event of Owner's default. All costs the City incurs in completing or remedying the Improvements, including attorney fees, administrative fees, and court costs, whether incurred in litigation or otherwise, will be included in the cost of the improvements.

a. **Deficiency.** Upon written notice, Owner will compensate the City for all costs the City incurs as a result of Owner's failure to perform its obligations under this Agreement.

b. **Suspension of Building Permits.** The City may suspend the issuance of new building permits until the Improvements are satisfactorily completed, repaired, or replaced.

c. **Specific Enforcement.** The City may specifically enforce Owner's obligations under this Agreement, including the obligation to install, pay for, and warrant the Improvements.

d. **Costs and Attorney Fees.** The City may recover from Owner all costs necessary to complete, repair, or replace the Improvements or enforce this Agreement, including all administrative costs; inspection fees; permit fees; and reasonable attorney, engineering, consultant, and expert witness fees, whether incurred in litigation or otherwise.

The City's remedies under this Agreement, at law, and in equity are cumulative.

## 8. INDEMNIFICATION.

a. **Generally.** To the fullest extent permitted by law, Owner will indemnify, defend,

and hold harmless the City and its officers, employees, agents, consultants and contractors, from and against all liability, claims, demands, suits or causes of action arising out of or otherwise resulting from the Improvements, except to the extent of any gross negligence or intentional misconduct attributable to the City.

**b. For Insufficient Proceeds.** In the event the City elects to complete the Improvements or remedy substandard or defective Improvements, Owner will indemnify, defend, and hold harmless the City and its officers, employees, agents, consultants and contractors, from and against all liability for the payment of any labor or material liens which may result from the work of any contractor (including subcontractors and materialmen of any such contractor) hired by the City or which may arise.

**c. Defense of Claims.** With respect to Owner's agreement to defend the City, the City will have the option of either providing for its own defense, or requiring Owner to undertake the defense of the City, either of which will be at Owner's sole cost and expense.

**9. OWNER'S INDEPENDENT OBLIGATIONS.** Owner's obligations to complete and warrant the Improvements and fulfill its other obligations under this Agreement: (a) are independent of any obligation or responsibility of the City, express or implied; and (b) are not conditioned upon the commencement of actual construction work in the expansion area or upon the lease of any lots or part of the expansion property.

**10. CONNECTION TO CITY SYSTEMS.** The City will permit Owner to connect the Improvements to the City's water and sewer systems upon Owner's performance of its obligations under this Agreement, including payment of all connection, review, and inspection fees.

## **11. INSPECTION AND PAYMENT.**

**a. Inspection of Improvements.** Notwithstanding any provision of this Agreement to the contrary, the Improvements, their installation, and all other work performed by Owner or its agents under this Agreement may be inspected at such times as the City may reasonably require; in particular, an inspection will be required before any trench containing Improvements is closed. Owner will pay any required connection fees, impact fees, and inspection fees required by City ordinance or resolution prior to such inspection.

**b. Right to Enter Subdivision.** Owner grants to the City, its officers, employees, agents and contractors, the unrestricted right to enter upon the expansion property for the purpose of inspecting, completing, repairing, or replacing the Improvements, **excluding any interior inspection of existing homes owned by private homeowners.**

**c. Payment to Third Parties.** Owner will timely pay all third parties for labor and materials provided for the Improvements. Owner will promptly remove all liens for labor and materials from the expansion property, and will indemnify, defend, and hold harmless the City and its officers, employees, agents, consultants and contractors, from and against all liability for such liens.

## 12. MISCELLANEOUS PROVISIONS.

a. **Covenants Run with the Land.** Subject to the foregoing, the covenants contained in this Agreement will be construed as covenants that touch and concern real property and will run with the land. Such covenants will be binding upon the successors, permitted assigns, agents, and legal representatives of Owner in the ownership or development of any portion of the expansion property. The City may record this Agreement or a memorandum of this Agreement.

b. **Severability.** The provisions of this Agreement are severable, and the invalidity or unenforceability of any provision of this Agreement will not affect the validity or enforceability of the remaining provisions.

c. **Captions.** The section and paragraph headings contained in this Agreement are for the purpose of reference only and will not limit or otherwise affect the construction of any provision of this Agreement.

d. **Entire Agreement; Modification; Waiver.** This Agreement constitutes the entire agreement and understanding of the parties with respect to its subject matter, and supersedes all previous or contemporaneous representations or agreements of the parties in that regard. No modification of this Agreement will be valid or binding unless made in writing and signed by both parties. Any waiver of any provision of this Agreement must be in writing and must be signed by the party waiving the provision.

e. **No Third-Party Beneficiaries.** This Agreement is made for the exclusive benefit of the parties and their respective heirs, successors, and assigns. No other person or entity, including lot tenants, contractors, subcontractors, laborers, and suppliers, will have any interest under this Agreement or be classified as a third-party beneficiary. The City will not be liable to any claimant, in any way, for any obligation of Owner under this Agreement or otherwise.

f. **Time of Essence.** Time is of the essence in the performance of all obligations under this Agreement.

g. **Governing Law.** THIS AGREEMENT WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF UTAH, EXCEPT AS SUCH LAWS MAY BE PREEMPTED OR SUPERSEDED BY THE LAWS OF THE UNITED STATES. THE PARTIES HEREBY CONSENT TO THE JURISDICTION OF THE COURTS OF THE STATE OF UTAH, OR THE COURTS OF THE UNITED STATES OF AMERICA LOCATED IN THE STATE OF UTAH, AS THE CASE MAY BE, WITH VENUE IN DAVIS COUNTY, AS THE SOLE FORUM FOR ANY LITIGATION ARISING OUT OF THIS AGREEMENT.

h. **No Partnership.** The transactions contemplated under this Agreement are Owner's installation and warranty of the Improvements, and do not constitute a partnership, joint venture or other association between the parties.

**i. Notices.** All notices required under this Agreement must be in writing and will be deemed to have been sufficiently given or served when presented personally or when deposited in the United States Mail, by registered or certified mail, addressed as follows:

TO OWNER: Woodhaven MHC, LLC  
c/o Investment Property Group  
Attn: Mike McCabe / SPM  
18006 Sky Park Circle, Suite 200  
Irvine, CA 92614

TO THE CITY: West Bountiful City  
Attention: City Administrator  
550 North 800 West Bountiful  
Utah 84087

Either party may designate a different address by written notice to the other party. Any notice given under this Agreement will be deemed given as of the date delivered or mailed.

**j. Warranty of Authority.** The persons signing this Agreement on behalf of the parties hereby warrant that they have the requisite authority to execute this Agreement on behalf of the respective parties, which have agreed to be and are bound hereby.

**k. Exhibits.** All exhibits to this Agreement, as described in the attached exhibit list, are incorporated in this Agreement by reference.

*[The remainder of this page is intentionally left blank.]*

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

**OWNER:**

**Woodhaven MHC, LLC,**  
a Utah limited liability company

By: BLF Holdings (MHC), LLC,  
a California limited liability company

By: The Brian L. Fitterer Revocable Trust

By: \_\_\_\_\_  
Brian L. Fitterer, Trustee

**THE CITY:**

WEST BOUNTIFUL CITY

\_\_\_\_\_  
Kenneth Romney, Mayor

ATTEST:

\_\_\_\_\_  
Cathy Brightwell, City Recorder

**ACKNOWLEDGMENTS**

STATE OF UTAH            )  
                                      : ss  
COUNTY OF DAVIS        )

On the \_\_\_\_\_ day of \_\_\_\_\_, 2020, appeared before me \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the Mayor and City Recorder, respectively, of West Bountiful City, who duly acknowledged that the foregoing instrument was signed on behalf of the City by authority of a duly adopted resolution of its City Council, and that the City executed the same.

---

NOTARY PUBLIC

STATE OF UTAH            )  
                                      : ss  
COUNTY OF DAVIS        )

On the \_\_\_\_\_ day of \_\_\_\_\_, 2020, appeared before me \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the Mayor and City Recorder, respectively, of West Bountiful City, who duly acknowledged that the foregoing instrument was signed on behalf of the City by authority of a duly adopted resolution of its City Council, and that the City executed the same.

---

NOTARY PUBLIC



## EXHIBIT LIST

- Exhibit A**    Legal Description of the Property
- Exhibit B**    Site Plan
- Exhibit C**    Drawings
- Exhibit D**    Landscape Plan
- Exhibit E**    Setback design

**EXHIBIT A**

***Legal Description of the Property***

## LEGAL DESCRIPTION

### Woodhaven MHC

#### PARCEL 1:

Beginning at a point West 1977.36 feet and South 181.20 feet from the Southeast corner of Section 24, Township 2 North, Range 1 West, Salt Lake Meridian and running thence West 6.50 feet; thence North  $02^{\circ}17'49''$  East 831.20 feet, more or less; thence North  $89^{\circ}45'49''$  East 34.83 feet; thence South  $01^{\circ}30'$  West 803 feet, more or less; thence West 26.03 feet; thence South 28.28 feet; thence West 14.60 feet to the point of beginning.

#### PARCEL 2:

Beginning at a point 1877.33 feet West and 484.45 feet South of the Northeast corner of Section 25, Township 2 North, Range 1 West, Salt Lake Meridian; said point being on the North line of property described in Final Judgment of Condemnation recorded December 27, 2012 as Entry No. 2710136 in Book 5675 at Page 1329 and running thence North 192.35 feet; thence West 85.43 feet; thence North 110.98 feet; thence West 21.10 feet; thence North  $02^{\circ}17'49''$  East 831.20 feet, more or less, to a fence; thence North  $89^{\circ}45'49''$  East 447.94 feet along said fence line to a point on the West line of I-15 right of way; said point being on a 895.37 foot radius curve to the right, radius point bears North  $68^{\circ}28'59''$  West; thence along said curve and said right of way Southwesterly 151.245 feet to right of way marker identified as STA 21-05.8; thence South  $31^{\circ}11'43''$  West 264.12 feet to another right of way marker identified as STA 18+41.6, which marker is point of tangency to a 633.69 foot radius curve to the left; and thence along said curve for an arc distance of 593.31 feet to a right of way marker identified as STA 13+05; thence South  $22^{\circ}52'03''$  East 88.42 feet; thence South  $01^{\circ}20'51''$  East 110.29 feet and South  $65^{\circ}47'00''$  West 30.18 feet to said North line of property described in said Final Judgment; thence along said North line the following course South  $89^{\circ}48'46''$  West 136.19 feet to the point of beginning.

#### PARCEL 3:

Beginning at a point which is East 855.05 feet along the centerline of 500 South Street and North 359.98 feet from a monument marking the centerline intersection of 800 West and 500 South Streets, said point is given as 1983.86 feet West and 181.22 feet South of the Northeast corner of Section 25, Township 2 North, Range 1 West, Salt Lake Base and Meridian and running thence North  $02^{\circ}17'49''$  East 831.20 feet; thence South  $89^{\circ}45'49''$  West 309.30 feet, more or less, to the Easterly right-of-way line of the Oregon Short Line Railroad; thence South  $19^{\circ}14'00''$  West 26.516 feet along said right-of-way; thence North  $89^{\circ}45'49''$  East 307.03 feet, more or less; thence South  $02^{\circ}17'49''$  West 806.134 feet to a point due West of beginning; thence East 10.00 feet to the point of beginning.

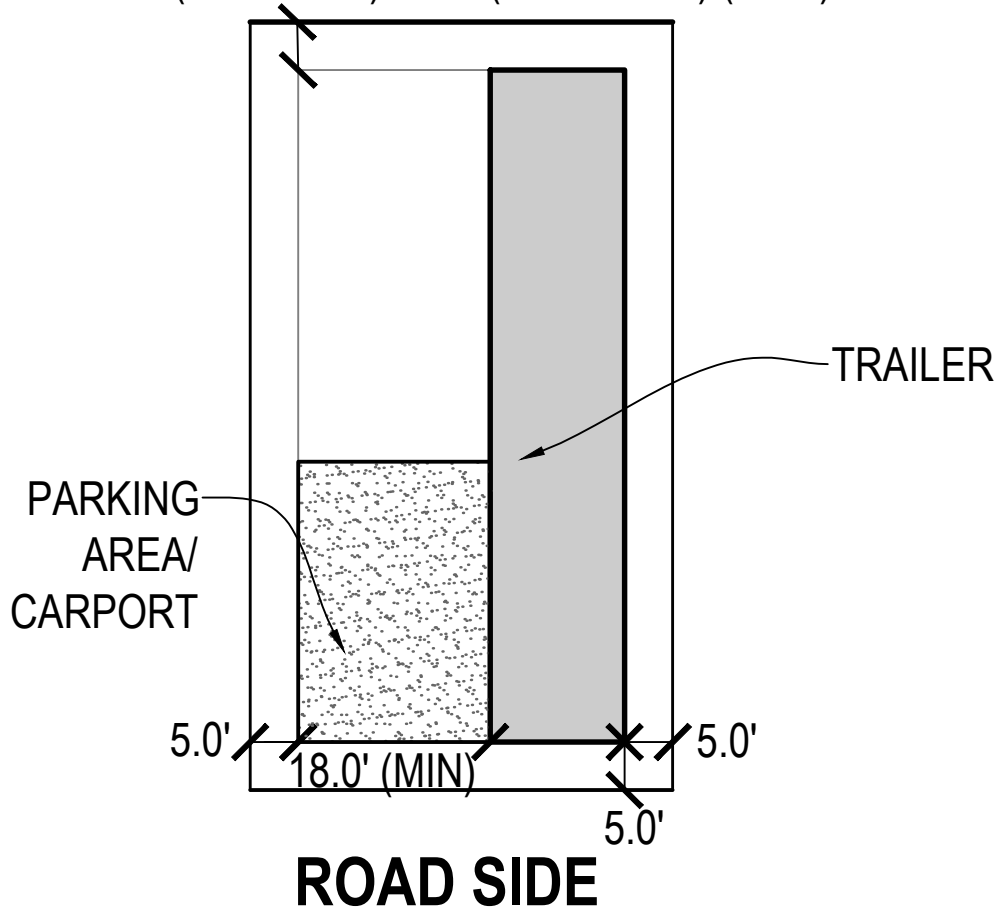
#### PARCEL 4:

Beginning at a point which is West 1962.76 feet and South 295.90 feet from the Northeast corner of Section 25, Township 2 North, Range 1 West, Salt Lake Meridian; (Bearing base is the Davis County bearing base) and running thence North 110.88 feet; thence West 23.0 feet; thence South  $11^{\circ}43'10''$  East 113.24 feet to the point of beginning.

**EXHIBIT B**

*Site Plan*

REAR 5.0' (INTERIOR)-15.0' (EXTERIOR) (TYP.)



# TYPICAL SITE LAYOUT

PROJECT # 9770 DATE 8/4/20

1 of 1

FILE:

## WOODHAVEN MOBILE HOME EXPANSION

580 WEST 500 SOUTH  
WEST BOUNTIFUL, UTAH  
SETBACK STANDARD

FOR:  
IPGMHC  
18006 SKY PARK CIRCLE STE#200  
IRVINE, CA  
949-440-2300

919 North 400 West  
Layton, UT 84041  
Phone: 801.547.1100  
Fax: 801.593.6315  
[www.ensignutah.com](http://www.ensignutah.com)



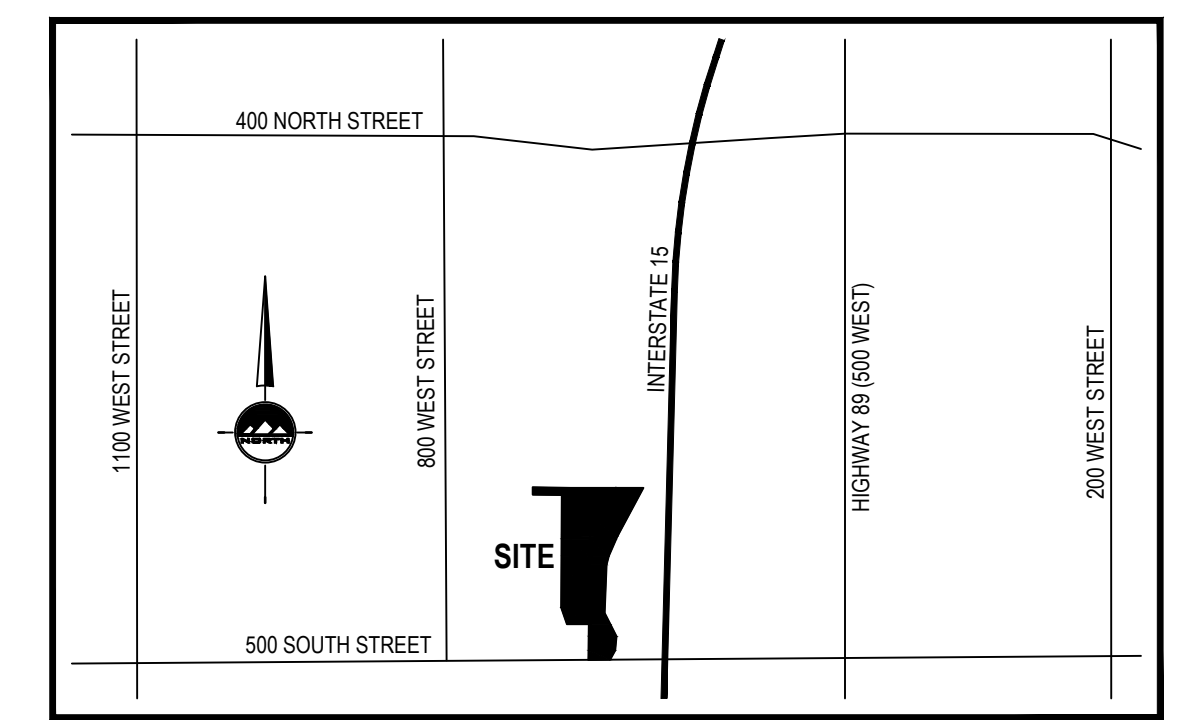
## **EXHIBIT C**

### ***Drawing***

Construction drawings to be produced upon Planning Commission approval and added to this document at a later date.

**EXHIBIT D**

***Landscape Plan***



VICINITY MAP  
NO SCALE  
BOUNTIFUL, DAVIS COUNTY, UTAH



LAYTON  
1485 W. Hill Field Rd., Ste. 204  
Layton, UT 84041  
Phone: 801.547.1100

SALT LAKE CITY  
Phone: 801.255.0529

TOOELE  
Phone: 435.843.3590

CEDAR CITY  
Phone: 435.865.1453

RICHFIELD  
Phone: 435.896.2983

WWW.ENSIGNENG.COM

FOR:  
IPGMHC  
136 HEBER AVE, STE #308  
PARK CITY, UTAH 84060  
CONTACT:  
MIKE MCCABE  
PHONE: 435-631-2135

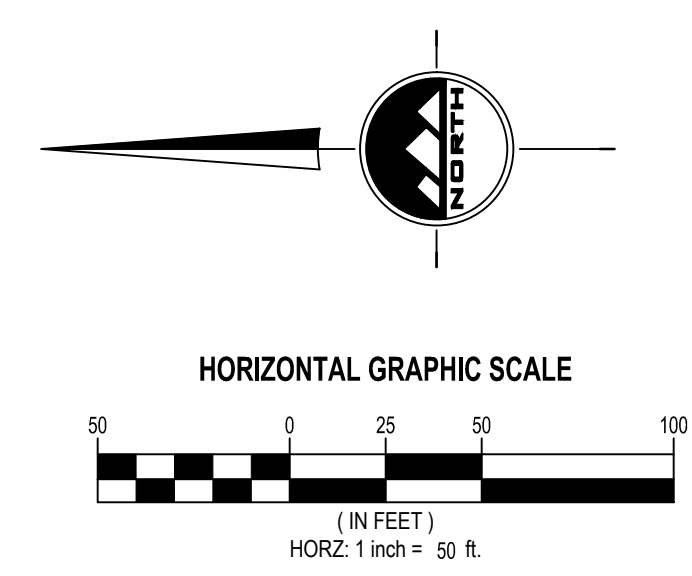


LAND USE TABLE		
STORAGE AREA	5,155 sq. ft.	1.8%
REMAINING SITE AREA	287,129 sq. ft.	98.2%
TOTAL AREA	292,284 sq. ft.	100%
TOTAL UNITS	52	
RESIDENTIAL AREA	6.71 ACRES	
UNITS / ACRE	7.75	

**NOTES**  
1. ALL INFORMATION IS APPROXIMATE AND TAKEN FROM RECORD DOCUMENTS, INCLUDING THE ORIGINAL SITE PLAN PROVIDED BY THE CITY. NO ACTUAL SURVEY HAS BEEN COMPLETED AT THIS TIME.

**LEGEND**

	BOUNDARY LINE
	CENTER LINE
	LOT LINE
	RIGHT OF WAY LINE
	EASEMENTS



WOOD HAVEN MOBILE HOME PARK  
680 WEST 500 SOUTH  
WEST BOUNTIFUL, UTAH 84087

**SITE CONCEPT PLAN**

PROJECT NUMBER 9770 PRINT DATE 8/4/20  
DRAWN BY T. WILLIAMS CHECKED BY T. WILLIAMS  
PROJECT MANAGER C. PRESTON



1 **West Bountiful City**  
2 **Planning Commission Meeting**

July 28, 2020

3 **PENDING – NOT APPROVED**

4 **Posting of Agenda** - *The agenda for this meeting was posted on the State of Utah Public Notice*  
5 *website, on the West Bountiful City website, and at city hall on July 23, 2020 per state statutory*  
6 *requirement.*

7 Minutes of the Planning Commission meeting of West Bountiful City held on Tuesday, July 28,  
8 2020 at West Bountiful City Hall, Davis County, Utah. ***Due to the Coronavirus outbreak this***  
9 ***meeting was held by teleconference measures using Zoom.***

10 **MEMBERS ATTENDING:** Chairman Denis Hopkinson, Vice Chairman Alan Malan, Mike Cottle,  
11 Dee Vest, Corey Sweat, Laura Charchenko and Council member Kelly Enquist.

12  
13 **STAFF ATTENDING:** Cathy Brightwell (Recorder) in house. Debbie McKean (Secretary) and Steve  
14 Doxey (City Attorney).

15 **VISITORS:** Trent Williams, Mike McCabe, Becky Ginos (Clipper)

16  
17 The Planning Commission meeting was called to order at 7:30 pm by Chairman Denis  
18 Hopkinson. Laura Charchenko offered a prayer.

19 **1. Accept Agenda**

20 Chairman Denis Hopkinson reviewed and discussed the agenda. Mike Cottle moved to approve  
21 the agenda as presented. Alan Malan seconded the motion. Voting was unanimous in favor  
22 among all members present.

23 **2. Discuss Woodhaven Mobile Home Park Proposal**

24  
25 Commissioner packets included a memorandum dated July 23, 2020 from Staff regarding  
26 Woodhaven Mobile Home Park Expansion at 680 W 500 South with attached site plan and a  
27 proposed development agreement.

28  
29 Ms. Brightwell explained that the new owners of Woodhaven mobile home park are proposing  
30 to expand the existing property consisting of 7.46 acres by eight lots (from 44 to 52). This  
31 expansion will not impact existing lots but add new lots to vacant spaces within the property. In  
32 previous meetings with the city council and planning commission, there was a level of support  
33 for the proposed expansion contingent on satisfactory details being worked out with staff for  
34 review and final approval by planning commission and city council.

35  
36 Additional information will be coming from the applicant in the next few weeks. Staff will be  
37 proposing a new zone and the applicant will be working on a redline version of our old zone to  
38 discuss in the next meeting.

39

40 Points for discussion include:

- 41 • Zoning – currently a mix of C-G and L-I
- 42 • Setbacks
- 43 • Utilities
- 44 • Fencing
- 45 • Landscape Plan
- 46 • Monument sign
- 47 • Storage area
- 48 • Access in/out of Park

49

50 Trent Williams explained they have been working with Staff on their ideas for the development  
51 expansion. He stated the setbacks that he is proposing are not much of a change from existing  
52 conditions of homes with 20 ft separation currently between each unit, 5 ft front setback, and  
53 20 ft between units. It was noted that some current units are out of compliance with our  
54 current ordinance. All new units will comply with whatever code is adopted. Existing trailers  
55 that are not in compliance will be adjusted to come into compliance when their lease  
56 agreement is up.

57

58 Alan Malan is concerned that they would go forward with not having trailers come into  
59 compliance and with parking in the new area. Mr. Williams stated that it will work out better  
60 than what the diagram is showing. Ms. Brightwell noted that it must comply with the fire  
61 marshal's standards. Mr. Williams is aware of the adjustments that will need to be made.

62

63 Chairman Hopkinson is supportive of this development and wants to create a development  
64 agreement that will be beneficial to existing units and new development. Mr. Williams  
65 explained their plans regarding fencing and landscaping to beautify the area.

66

67 Steve Doxey explained what could be done regarding the zoning - a MH-Mobile Home or a RM-  
68 Residential Multi-home zone to accommodate multi-family use. Permitted uses are preferred  
69 over conditional uses. The applicant was asked to provide a proposal of changes to our current  
70 ordinance based on their experience.

71

72 Chairman Hopkinson wants to focus on zoning, compliance to ordinances, and setback  
73 corrections to match the zone. Access options in and out of the park was requested but due to  
74 Millcreek running along the west edge of the property, it would be difficult to come up with an  
75 additional option. Alan Malan wants fire turnaround and width of road addressed by the fire  
76 marshal.

77

78 Cathy Brightwell clarified there will be a privacy fence around perimeter of the property and  
79 the gated storage area. Separate water metering will be installed for the new spaces and then  
80 they will make modifications to existing lots as required in the future. She requested the  
81 applicant to contact Steve Maughan for more details about how water metering should be  
82 handled. She also stated that it is clear that sewer hook-ups are in place, but the applicant has

83 not been able to locate them. The likely answer is that the lines are under the street. Drainage  
84 and storm drain is working fine currently, and they will meet all requirements for the new units.  
85 Alan Malan asked staff to look into applicable impact fees for the new spaces.

86

87 Staff will bring back updated information to review at the next meeting. Kris Nilsen has been  
88 hired as the new city new engineer and will be on board soon to assist with this project.

89

### 90 **3. Staff Report**

91

#### 92 **Cathy Brightwell:**

- 93 • Kris Nilsen is on the city council agenda next Tuesday to be appointed as city engineer  
94 and will begin working shortly after that. He comes from Gardner Engineering and has  
95 worked with West Haven and Ogden cities. He lives in Layton and is familiar with Davis  
96 County and the people we work with.
- 97 • New development – Olive Garden construction has started again, Spirit Halloween will  
98 open next month in the old Barnes and Noble space and there may be a permanent  
99 tenant coming in after that. A new Greek restaurant, Santorini's will open in the Paradise  
100 Bakery space, and a martial arts studio will open on the north end of the Commons on  
101 400 N. Wholesome Therapy is hoping to open by the end of the month.
- 102 • A new residential development by Walt Plumb, Brookside Estates, was filed last week for  
103 the west side of the city. The proposal includes a little over 500 housing units on 127  
104 acres. The largest lots are ¼ acre with some smaller lots and some moderate income  
105 housing units.
- 106 • Davis County Schools announced today that they plan to begin the 20-21 school year  
107 with split schedules so that students attend in person classes two days a week and online  
108 classes three days a week. Start date is still set for August 25<sup>th</sup>.
- 109 • 800 West construction continues. They are currently working between 400 North and  
110 1000 North and are hoping to have the street paved before school starts.

111

### 112 **4. Approval of Minutes**

113

114 ***Consider Meeting Minutes from July 14, 2020.***

115 ***Action Taken:***

116 ***Laura Charchenko moved to approve of the minutes of the July 14, 2020 meeting as***  
117 ***presented. Corey Sweet seconded the motion and voting was unanimous in favor.***

### 118 **5. Adjourn**

119 ***Action Taken:***

120 ***Alan Malan moved to adjourn the regular session of the Planning Commission meeting at***  
121 ***8:10 pm. Laura Charchenko seconded the motion. Voting was unanimous in favor.***

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124 *The foregoing was approved by the West Bountiful City Planning Commission on August 11,*  
125 *2020, by unanimous vote of all members present.*

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127 *Cathy Brightwell – City Recorder*

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