

BOUNTIFUL CITY COUNCIL MEETING

Thursday, September 8, 2016

6:00 p.m.

NOTICE IS HEREBY GIVEN that the City Council of Bountiful, Utah will hold a special Council meeting at City Hall, 790 South 100 East, Bountiful, Utah, at the time and on the date given above. The public is invited to the meeting. Persons who are disabled as defined by the Americans With Disabilities Act may request an accommodation by contacting the Bountiful City Manager at 801.298.6140. Notification at least 24 hours prior to the meeting would be appreciated.

If you are not on the agenda, the Council will not be able to discuss your item of business until another meeting. For most items it is desirable for the Council to be informed of background information prior to consideration at a Council meeting. If you wish to have an item placed on the agenda, contact the Bountiful City Manager at 801.298.6140.

AGENDA

1. Welcome, Pledge of Allegiance and Thought/Prayer
2. Consider approval of Resolution 2016-12 which approves an amendment to the County's Interlocal Agreement for providing CDBG programs, activities and funds within Bountiful City to eligible recipients – Mr. Galen Rasmussen pg. 3
3. Consider approval of Resolution of Condemnation 2016-13 approving the filing of an eminent domain action for the acquisition of land for a public cemetery at approximately 2100 South 200 West in Bountiful – Mr. Clint Drake pg. 13
 - a. Discussion and input
 - b. Consideration of adoption
4. Consider approval of a contract with Perco Rock in the amount of \$74,522 for the 2016 Fawn Lane storm drain repair – Mr. Paul Rowland pg. 101
5. Discussion of Downtown Plaza layout and construction manager – Mr. Gary Hill
6. Adjourn



City Recorder

City Council Staff Report

Subject: Amendment – County CDBG Program
Interlocal Cooperation Agreement
Author: Galen D. Rasmussen, Assistant City Manager
Department: Executive
Date: September 8, 2016



Background

The US Department of Housing and Urban Development (HUD) provides Community Development Block Grant (CDBG) funds to entitlement communities throughout the United States. Davis County is classified as an entitlement community and designated as an Urban County under CDBG guidelines. The CDBG funding received by Davis County principally benefits those individuals and families that are of low and moderate income through affordable housing assistance and community development activities and projects.

By state law and federal guidelines, in order for a County to provide essential community development and housing assistance activities with a city, the county and the city must enter into an Interlocal Cooperation Agreement. Davis County and Bountiful City originally entered into Davis County Interlocal Cooperation Agreement # 2010-0229 on June 22, 2010. This agreement made it possible for the County to conduct eligible housing and community development activities within Bountiful City for the fiscal year beginning July 1, 2011 and ending June 30, 2013 with provision in the agreement for automatic and successive 3-year period renewals thereafter. Bountiful City may terminate its participation in the agreement by giving written notice to the County prior to the commencement of the next 3-year period. By signing the Interlocal Cooperation Agreement, the City is forgoing the opportunity to apply for grants under the Small Cities or State CDBG Programs from appropriations covering the same time periods as the Interlocal Cooperation Agreement.

Analysis

Due to a notice published recently by HUD (Notice CPD-16-05), it is necessary for the Interlocal Cooperation Agreement to be amended in order to satisfy certain requirements set forth in the Notice. The particular amendments are called out in the attached "Amendment No. 1" with most of those amendments being made for the purpose of revising dates and making minor word corrections or to restate prior adopted provisions for further clarification.

Department Review

This staff report and the referenced attachments have been reviewed by, and received the concurrence of, the City Manager.

Recommendation

Staff recommends the City Council approve Resolution 2016-12 which further approves the attached amendment to the County's Interlocal Agreement for providing CDBG programs, activities and funds within Bountiful City to eligible recipients. The agreement must be signed by the Mayor, City Recorder and City Attorney to be valid.

Significant Impacts

None

Attachments

- City Resolution 2016-12
- Davis County Letter of Intent
- Amendment No. 1 to the Interlocal Cooperation Agreement



BOUNTIFUL

MAYOR
Randy C. Lewis
CITY COUNCIL
Kendalyn Harris
Richard Higginson
Beth Holbrook
John Marc Knight
John Pitt
CITY MANAGER
Gary R. Hill

Bountiful City Resolution No. 2016-12

A Resolution approving AMENDMENT NO. 1 TO INTERLOCAL COOPERATION AGREEMENT BETWEEN DAVIS COUNTY AND THE CITY OF BOUNTIFUL RELATING TO THE CONDUCT OF COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM FOR FEDERAL FISCAL YEARS 2011, 2012 AND 2013 AND SUCCESSIVE 3 YEAR PERIODS THEREAFTER

It is the Finding of the Bountiful City Council that:

1. Davis County and the City of Bountiful previously entered into an *Interlocal Cooperation Agreement Between Davis County and the City of Bountiful Relating to the Conduct of Community Development Block Grant Program for Federal Fiscal Years 2011, 2012, and 2013 and Successive 3 Year Periods Thereafter*, dated July 12, 2010 by the City and July 13, 2010 by the County, which is labeled Davis County Contract Nos. 2010-229, 2010-229A, and 2010-229B (the “Cooperation Agreement”);

2. Pursuant to Notice CPD-16-05 issued by the United States Department of Housing and Urban Development Community Planning and Development (HUD) Davis County and Bountiful City are required to amend the previously authorized Cooperation Agreement in order to satisfy certain requirements set forth in the Notice; and

3. The Parties, through this Amendment, desire to modify certain terms and/or provisions of the Cooperation Agreement in order to comply with the Notice.

Now, therefore, it is hereby resolved by the City Council of Bountiful, Utah:

SECTION 1. Approval of Amendment

“AMENDMENT NO. 1 TO INTERLOCAL COOPERATION AGREEMENT BETWEEN DAVIS COUNTY AND THE CITY OF BOUNTIFUL RELATING TO THE CONDUCT OF COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM FOR FEDERAL FISCAL YEARS 2011, 2012 AND 2013 AND SUCCESSIVE 3 YEAR PERIODS THEREAFTER”, INCLUDED AS ATTACHMENT “A”, IS HEREBY APPROVED AND THE MAYOR, CITY RECORDER AND CITY ATTORNEY ARE AUTHORIZED TO EXECUTE THE AMENDMENT FOR AND ON BEHALF OF BOUNTIFUL CITY.

SECTION 2. This resolution shall take effect immediately.

Adopted by the City Council of Bountiful, Utah, this 8th day of September, 2016.

Randy C. Lewis, Mayor

ATTEST:

Shawna Andrus, City Recorder



Clerk / Auditor

Davis County Administration Building - P.O. Box 618 - Farmington Utah 84025
Telephone: (801) 451-3213 – Fax: (801) 451-3421

Curtis Koch, MBA, CGFM
Clerk/Auditor

August 19, 2016

Letter of Intent:

Dear Mayor,

This letter is in regards to the Community Development Block Grant program. Davis County is designated as an “Urban County” and receives entitlement funding for the CDBG program since fiscal year 2011.

Your city is a participant in the County’s CDBG program and entered into an Interlocal Cooperation Agreement (Agreement # 2010 229) with Davis County in 2010 and have renewed this agreement every three years.

At this time the Interlocal Cooperation Agreement is in need of an amendment to include new language dictated from The Department of Housing and Urban Development. Due to the necessary amendment, each city will need to execute the amended Interlocal Cooperation Agreement.

The attached Amendment to the Interlocal Cooperation Agreement between Davis County and your city needs to be signed and dated by the Mayor, the City Recorder, and the City Attorney of your city.

Davis County anticipates bringing the Amended Agreement before the County Commission in mid-to late September. **Because of this timeline, please review and present this Amendment for approval in your next available City Council meeting and provide the signed Agreement to the following address via mail or in person:**

**Tony Zambrana, Grant Auditor
61 S. Main St.
Farmington, UT 84025**

Please contact me with any questions you may have.
Thank you,

Tony Zambrana, Grant Auditor
1-801-451-3276
tzambrana@co.davis.ut.us

**AMENDMENT NO. 1 TO INTERLOCAL COOPERATION AGREEMENT BETWEEN DAVIS COUNTY
AND THE CITY OF BOUNTIFUL RELATING TO THE CONDUCT OF COMMUNITY DEVELOPMENT
BLOCK GRANT PROGRAM FOR FEDERAL FISCAL YEARS 2011, 2012 AND 2013 AND SUCCESSIVE
3 YEAR PERIODS THEREAFTER**

This Amendment No. 1 to Interlocal Cooperation Agreement between Davis County and the City of Bountiful Relating to the Conduct of Community Development Block Grant Program for Federal Fiscal Years 2011, 2012 and 2013 and Successive 3 Year Periods Thereafter (this "Amendment") is made and entered into by and between Davis County, a body corporate and politic and political subdivision of the state of Utah (the "County"), and the City of Bountiful, a municipal corporation of the state of Utah (the "City"). The County and the City may be collectively referred to in this Amendment as the "Parties."

RECITALS

This Amendment is made and entered into by and between the Parties based, in part, upon the following recitals:

- A. The Parties previously entered into an *Interlocal Cooperation Agreement Between Davis County and the City of Bountiful Relating to the Conduct of Community Development Block Grant Program for Federal Fiscal Years 2011, 2012, and 2013 and Successive 3 Year Periods Thereafter*, dated July 12, 2010 by the City and July 13, 2010 by the County, which is labeled Davis County Contract Nos. 2010-229, 2010-229A, and 2010-229B (the "Cooperation Agreement");
- B. Pursuant to Notice CPD-16-05 (the "Notice") issued by the United States Department of Housing and Urban Development Community Planning and Development ("HUD"), it is necessary for the Cooperation Agreement to be amended in order to satisfy certain requirements set forth in the Notice; and
- C. The Parties, through this Amendment, desire to modify certain terms and/or provisions of the Cooperation Agreement in order to comply with the Notice.

Now, based upon the foregoing, and in consideration of the terms set forth in this Amendment, the Parties do hereby agree as follows:

1. Recital D of the Cooperation Agreement is amended as follows:

July 1, 2010 is replaced with October 1, 2010.

2. Recital F of the Cooperation Agreement is omitted in its entirety and replaced with the following:

This Agreement provides for an initial three year term commencing on October 1, 2010 and continuing through September 30, 2013 with successive three year terms corresponding with HUD qualification periods, automatically renewing.

3. The second sentence of Recital G is amended as follows:

The word “federal” is added after “In order to ensure participation by the City in the urban county and as part of the ...” and before “fiscal years 2011, 2012, and 2013 urban county qualification process,”

4. The fourth sentence of Section 1 of the Cooperation Agreement is amended as follows:

July 1, 2011 is replaced with October 1, 2010 and June 30, 2013 is replaced with September 30, 2013.

5. Section 1 of the Cooperation Agreement is amended such that the sentence set forth below is the first sentence of Section 1. Section 1 shall otherwise remain the same.

This interlocal cooperation agreement (the “agreement”) covers the CDBG Entitlement program and, where applicable, the HOME Investment Partnership and Emergency Solutions Grants Programs.

6. The final three sentences of Section 3 of the Cooperation Agreement are omitted in their entirety and replaced with the following:

By executing the agreement, the City understands that it may: (1) not apply for grants under the State CDBG Program for fiscal years during the period in which it participates in the County’s CDBG Program; (2) receive a formula allocation under the HOME Program, if applicable, only through the County; thus, even if the County does not receive a HOME formula allocation, the City cannot form a HOME consortium with other local governments; (3) may receive a formula allocation under the ESG Program, if applicable, only through the County.

7. The following shall be added to the end of Section 6 of the Cooperation Agreement:

The City is precluded from selling, trading, or otherwise transferring all or any portion of the funds that it receives from County under the Agreement to another metropolitan city, urban county, unit of general local government, Indian tribe, or insular area that, directly or indirectly, receives CDBG funds in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under Title I of the Housing and Community Development Act of 1974, as amended.

8. The penultimate sentence of Section 7 of the Cooperation Agreement is omitted in its entirety and replaced with the following:

In addition, the City and the County shall take all actions necessary to assure compliance with the County's certification under Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, regarding Title VI of the Civil Rights Act of 1964, the Fair Housing Act, and affirmatively furthering fair housing, and the City and the County shall comply with Section 109 of Title I of the Housing and Community Development Act of 1974, which incorporates Section 504 of the Rehabilitation Act of 1973 and the Age Discrimination Act of 1975, as well as other applicable laws.

9. Section 13 of the Cooperation Agreement is amended as follows:

(cooperation) is removed and replaced with cooperation.

10. Continuing Effect of the Agreement. Except to the extent specifically modified by this Amendment, the terms and conditions of the Cooperation Agreement shall remain in full force and effect.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have executed this Amendment in duplicate, each of which shall be deemed an original.

DAVIS COUNTY

John Petroff, Jr., Chair,
Davis County Board of County Commissioners
Date:_____

ATTEST:

Curtis Koch, Davis County Clerk/Auditor
Date:_____

Reviewed and Approved as to Form and Legality:

Davis County Attorney's Office
Date:_____

CITY OF BOUNTIFUL

Mayor
Date:_____

ATTEST:

City Recorder
Date:_____

Reviewed and Approved as to Form and Legality:

City Attorney
Date:_____

City Council Staff Report



Subject: Resolution Authorizing Eminent Domain
Author: Clinton Drake
Dept: Legal
Date: 8 September 2016

Background

For years Bountiful City has been interested in acquiring additional land to expand the Bountiful City Cemetery. The East family owns 8.65 acres of undeveloped land located across the street to the east from the existing cemetery. In December 2015, the City requested an appraisal be performed on the property. The purpose of the appraisal was to find the fair market value of the property and then offer to purchase the property and, if necessary, acquire the land through eminent domain. The City made an offer to purchase the property in January. The offer was rejected. In July, the property was listed for sale and the City made a second offer to purchase the property. That offer was also rejected. Since that time, the property has been placed under contract to be purchased by MC Green Construction. MC Green Construction has begun the process of subdividing the property and has contracted to sell the property to Ivory Homes. The City has been unable to purchase the property through negotiations and must now consider eminent domain.

Analysis

Utah law requires a city council to authorize eminent domain proceedings by resolution and must hold a public meeting to consider the resolution. The City must also provide the property owners of record an opportunity to be heard at the meeting. The property owners are not required to speak at the meeting but must be given the opportunity. All notices and information required by Utah law, including the date and time of the meeting to consider the Resolution Authorizing Eminent Domain Proceedings, have been provided to the Easts as well as MC Green Construction and Ivory Homes.

Department Review

This Staff Report was prepared by the City Attorney.

Significant Impacts

Approval of Resolution 2016-13 meets the requirements of Utah law and authorizes staff to file a suit in the Second District Court seeking to acquire the property.

Recommendation

It is recommended that the City Council approve Resolution 2016-13 Authorizing Eminent Domain Proceedings.

Attachments

Resolution

Exhibit "A" copy of appraisal



BOUNTIFUL

MAYOR
Randy C. Lewis
CITY COUNCIL
Kendalyn Harris
Richard Higginson
Beth Holbrook
John Marc Knight
John Pitt
CITY MANAGER
Gary R. Hill

Bountiful City Resolution No. 2016-13

A RESOLUTION AUTHORIZING EMINENT DOMAIN PROCEEDINGS

Whereas, Bountiful City (“City”) is a city and political subdivision of the State of Utah and is authorized to acquire private property for public use through the exercise of eminent domain; and

Whereas, the City is located within the Davis County; and

Whereas, the City owns and maintains a municipal cemetery to serve the needs of the residents of the City; and

Whereas, there is an increased need in the City for additional public park and open space to accommodate various recreational activities; and

Whereas, the City has determined that it needs to expand the existing Cemetery to accommodate continued demand for burial spaces within the City (the “Project”); and

Whereas, the City has determined that it will utilize any property acquired for future cemetery expansion as public parks or open space until such time that it becomes necessary to begin construction on the cemetery expansion; and

Whereas, the City has been unable to acquire the necessary property by negotiation from Charlotte A. and Loren G. East, Trustees of the Charlotte A. and Loren G. East Family Trust, the owners of Tax ID Parcel 05-001-0124 that the City needs to acquire and is particularly described and shown in Exhibit A attached hereto and incorporated by reference (the “Property”); and

Whereas, on or about December 30, 2015 Gary R. Free, an independent MAI certified appraiser and Roland D. Robison, a certified general appraiser, delivered an appraisal to the City for the Property, a summary of the appraisal is attached as Exhibit A; and

Whereas, on or about January 27, 2016, City staff mailed via first class a written offer to pay the owners of the Property the appraised value of the Property for fee title to the Property; and

Whereas, on or about July 13, 2016, City Staff e-mailed a written offer to pay the owners of the Property more than the appraised value of the Property for fee title to the Property; and

Whereas, on or about January 27, 2016, and again on or about August 24, 2016, City staff provided all information required by law to be provided to a property owner to the property owners; and

Whereas, the Property is currently under contract to be purchased by a third party; and

Whereas, on or about August 24, 2016, the City also provided the third party with all information required by law to be provided to a property owner to the third party who has contracted to purchase the Property; and

Whereas, to date, a negotiated settlement between the City and the Parties to purchase the Property has not been reached; and

Whereas, the City Council finds and determines that the public interest and necessity require the City to acquire by eminent domain the Property for expanding the Bountiful Municipal Cemetery and to utilize the Property as a public park or open space until such time that it becomes necessary to begin construction to expand the cemetery.

NOW THEREFORE, IT IS RESOLVED BY THE BOUNTIFUL CITY COUNCIL OF DAVIS COUNTY, UTAH:

Section 1. The Bountiful City Council finds and determines that the public interest and necessity require the acquisition of the Property for expansion and for other lawful and legitimate public purposes.

Section 2. The Project requires the City to acquire certain real property owned by the following parties and identified by Tax ID:

CHARLOTTE A & LOREN G EAST - TRUSTEES Tax ID Parcel 05-001-0124

Section 3. The proposed location of the public improvements is planned and located in a manner that will be most compatible with the greatest public good and the least private injury.

Section 4. The City Engineer and the City Attorney are directed, on behalf of the City:

1. To acquire fee title, in the name of the City, the Property and any necessary easements across the Property as more particularly described in Exhibit A, by purchase if a reasonable purchase price can be negotiated, or by eminent domain proceedings in accordance with Utah law;

2. To prepare and prosecute such proceedings in the proper court having jurisdiction thereof as is necessary for such acquisition;

4. To use the services of outside legal counsel as necessary to accomplish these directives.

Section 5. This Resolution shall take effect immediately.

Adopted by the Bountiful City Council of Davis County, Utah, this 8th day of September, 2016.

Randy C. Lewis, Mayor

ATTEST:

Shawna Andrus, City Recorder



Valbridge
PROPERTY ADVISORS

Appraisal Report

8.658 Acres Vacant Land
150 West 2100 South
Bountiful, Davis County, Utah 84087

Report Date: December 30, 2015



**Valbridge Property Advisors |
Free and Associates, Inc.**

20 North Main Street, Suite 304
St. George, Utah 84770
435-773-6300 phone
valbridge.com

Russell Mahan
Bountiful City Attorney
790 South 100 East
Bountiful, Utah 84010

UT03-15-0758-000



**20 North Main Street, Suite 304
St. George, Utah 84770
435-773-6300 phone
435-773-6298 fax
valbridge.com**

December 30, 2015

Russell Mahan
Bountiful City Attorney
790 South 100 East
Bountiful, Utah 84010

RE: Appraisal Report
8.658 Acres
150 West 2100 South
Bountiful, Davis County, Utah 84087

Mr. Mahan:

In accordance with your request, we have prepared an appraisal of the above-referenced property. This appraisal report sets forth the pertinent data gathered, the techniques employed, and the reasoning leading to our value opinions.

The subject property, as referenced above, is located on 150 West 2100 South, Bountiful and further identified as Assessor's Parcel Number (APN) 05-001-0124. The Davis County estimate of size for the subject was approximately 8.658 acres.

We developed the analyses, opinions, and conclusions and prepared this report in conformity with the Uniform Standards of Professional Appraisal Practice (USPAP) of the Appraisal Foundation; the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.

Charlotte A. & Loren G. East Family Trust is the client in this assignment. The intended user(s) of this report are Charlotte A. & Loren G. East Family Trust and his assigns. The intended use is for eminent domain purposes. The value opinions reported herein are subject to the definitions, assumptions and limiting conditions, and certification contained in this report.

There are no extraordinary assumptions or hypothetical conditions relating to this report.

Based on the analysis contained in the following report, our value conclusions involving the subject property are summarized as follows:

Value Conclusions			
Value Approach	Property	Date of Valuation	Value Conclusion
"As Is"	8.658 Acres	December 23, 2015	\$2,165,000

Respectfully submitted,

Valbridge | Free and Associates, Inc.



Gary R. Free, MAI, SRA
 Senior Managing Director

Utah State - Certified General Appraiser License # 5451769-CG00 (Exp. 6/30/17)

RR/kh



Roland D. Robison
 Managing Director

Utah State - Certified General Appraiser License # 5452047-CG00 (Exp. 3/31/16)

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Summary of Salient Facts

Property Identification

Property Address	150 West 2100 South
Assessor's Parcel Number	05-001-0124
Property Owner	Charlotte A. & Loren G. East Family Trust
Zoning	R-4
Flood Map Number	49011C0507E, July 18, 2007
Flood Zone	X or C

Extraordinary Assumption	None
Hypothetical Conditions	None
Highest and Best Use	Single Family Development
Reasonable Exposure Time	12 Months
Reasonable Marketing Time	12 Months

Value Conclusions			
Value Approach	Property	Date of Valuation	Value Conclusion
"As Is"	8.658 Acres	December 23, 2015	\$2,165,000

Aerial and Front Views

PLAT



FRONT VIEW



Introduction

Client and Intended Users of the Appraisal

The client in this assignment is Charlotte A. & Loren G. East Family Trust and the intended users of this report are Charlotte A. & Loren G. East Family Trust and their assigns.

Intended Use of the Appraisal

The intended use of this report is for eminent domain.

Real Estate Identification

The subject property is located at 150 West 2100 South, Bountiful, Davis County, Utah 84087. The subject property is further identified by Assessor Parcel Number 05-001-0124.

Legal Description (County Estimate)

Parcel # 05-001-0124

BEG AT A PT S 17.05 CHAINS & W 16.70 CHAINS, M/L, FR THE NE COR OF THE NW 1/4 OF SEC 31-T2N-R1E, SLM; SD PT BEING IN THE CENTER OF 200 WEST STR; & RUN TH E 2 RODS; TH N 1 ROD, M/L, TO THE S LINE OF BOUNTIFUL ACRES SUB NO 1; TH ALG SD SUB 594 FT, M/L, TO THE W LINE OF BOUNTIFUL ACRES SUB NO 3; TH S 254 FT TO THE SW COR OF SD SUB; TH E 206.76 FT; TH S 100 FT; TH E 10.87 FT; TH S 153.02 FT, M/L, TO THE N LINE OF MOUNTAIN AIRE SUB; TH W ALG SD N LINE 688.65 FT, M/L, TO A PT 123 FT E OF THE E LINE OF 200 WEST STR; TH N 65 FT; TH W 123 FT TO THE E LINE OF SD 200 WEST STR; TH N ALG SD E LINE 238.27 FT; TH W 2 RODS; TH N 2.95 CHAINS TO THE POB. CONT. 8.658 ACRES

Use of Real Estate as of the Effective Date of Value

As of the effective date of the appraisal, the subject was.

Use of Real Estate as of the Date of this Report

Same as above.

Ownership and Sales History

The subject has been owned for over three years by Charlotte A. & Loren G. East Family Trust. Mr. Mahan of Bountiful City indicated that the city has approached the owners regarding an acquisition for expansion of the city cemetery. However, as of the date of valuation they have not been receptive.

Real Property Rights Appraised

We have appraised the Fee Simple interest in the subject property.

Type and Definition of Value

The purpose of this appraisal is to develop an opinion of the market value of the subject property. "Market Value," as used in this appraisal, is defined as "the most probable price that a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus." Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- *Buyer and seller are typically motivated.*
- *Both parties are well informed or well advised, each acting in what they consider their own best interests;*
- *A reasonable time is allowed for exposure in the open market;*
- *Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and*
- *The price represents the normal consideration for the property sold unaffected by special or creative financing or sale concessions granted by anyone associated with the sale."*

(Source: The Dictionary of Real Estate Appraisal, Fifth Edition, pg. 123)

The "as is" value is the value of the property in its present condition under market conditions prevalent on the effective date of value.

Please refer to the Glossary in the Addenda section for further definitions of value type(s) employed in this report.

Valuation Scenarios and Effective Dates of Value

Per the scope of our assignment we developed an opinion of value for the subject property as of December 23, 2015. Gary R. Free completed an appraisal inspection of the subject property on December 23, 2015.

Date of Report

The date of this report is December 30, 2015, which is the same as the date of the letter of transmittal.

Assumptions and Conditions of the Appraisal

There are no extraordinary assumptions and/or hypothetical conditions used in this report.

Scope of Work

The scope of work includes all steps taken in the development of the appraisal. These include 1) the extent to which the subject property is identified, 2) the extent to which the subject property is inspected, 3) the type and extent of data researched, 4) the type and extent of analysis applied, and the type of appraisal report prepared. These items are discussed as follows:

Extent to Which the Property Was Identified

Legal Characteristics

The subject was legally identified via County and engineering data.

Economic Characteristics

Economic characteristics of the subject property were identified via historical information as well as a comparison to properties with similar locational and physical characteristics.

Physical Characteristics

The subject was physically identified via city maps and engineering.

Extent to Which the Property Was Inspected

Gary R. Free, MAI, inspected the subject on December 23, 2015.

Type and Extent of Data Researched

We researched and analyzed: 1) market area data, 2) property-specific market data, 3) zoning and land-use data, and 4) current data on comparable listings and sales in the competitive market area.

Personal Property/FF&E

No personal property/FF&E is included in the subject property.

Type and Extent of Analysis Applied

There are no improvements on the subject site that exceed the overall value. Since there is a proposed development involving the subject site, a feasibility analysis is warranted. We observed surrounding land use trends, the condition of the improvements, demand for the subject property, and relative legal limitations in concluding a highest and best use. We then valued the subject based on the highest and best use conclusion, relying on the Cost, Sales Comparison and Income Capitalization Approaches.

Appraisal Report Type

This is an Appraisal Report as defined by the Uniform Standards of Professional Appraisal Practice under Standards Rule 2-2a. Please see the Scope of Work above for a description of the level of research completed.

Appraisal Conformity

We developed our analyses, opinions, and conclusions and prepared this report in conformity with the Uniform Standards of Professional Appraisal Practice (USPAP) of the Appraisal Foundation; the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute; the Financial Institutions Reform, Recover, and Enforcement Act (FIRREA); and the requirements of our client as we understand them.

Regional & Market Area Analysis

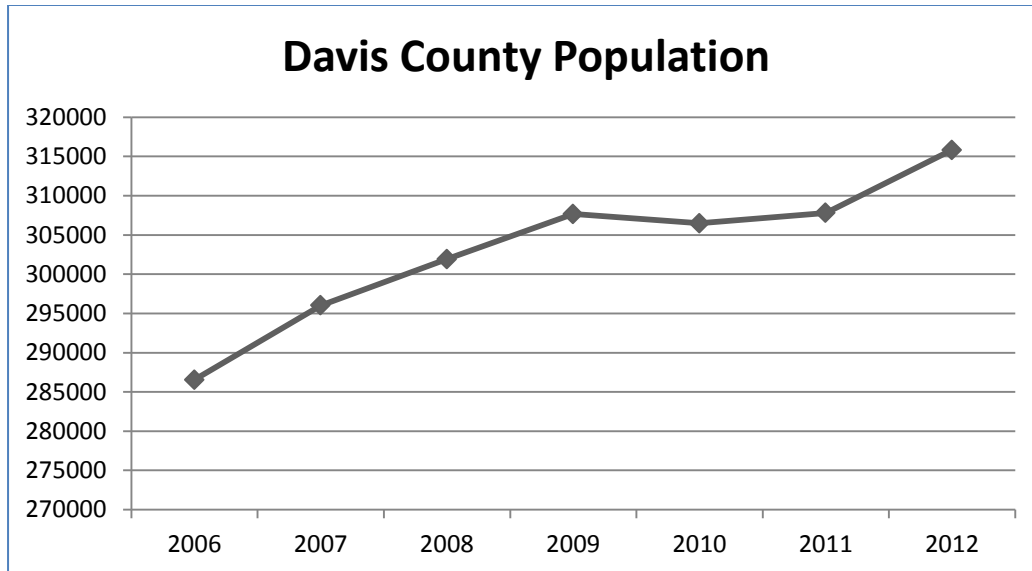
Location - The subject property is located in northern Utah within the official boundaries of Davis County. The county is situated directly north of Salt Lake County in a greater area known as the "Wasatch Front." This area is subdivided into eight multi-county planning districts (MCD's). The Wasatch Front North Planning District includes the counties of Weber, Morgan, and Davis. Davis County neighbors metropolitan Salt Lake, which is the financial center for the Intermountain Region. This region encompasses all of Utah, southern Idaho, southwestern Wyoming, and eastern Nevada. Davis County borders Salt Lake County on the south, Morgan County on the east, Weber County on the north, and the Great Salt Lake on the west. Farmington is the Davis County seat, and Layton is the county's largest city.



Size and Topography - Davis County encompasses 634 square miles, and approximately half of that area is water, making it the county with the least land area in the state of Utah. Most of the population lives in the valley between the Great Salt Lake and the Wasatch Mountains. This area is very narrow, which results in north/south traffic congestion through the county. Elevation in the county ranges from 4,200 feet at the Great Salt Lake to 9,707 feet at Thurston Peak.

Population – According to the United States Census Bureau, Utah's overall population hovers at approximately 2,943,000 residents as of 2014. Overall growth since 2000 was 689,000 residents. Amongst the 50 states in the nation, this ranks Utah fifth for growth over the past 10 years.

Davis County accounts for approximately 11 percent of Utah's residents with approximately 315,809 people. Growth trends are shown on the following graph:



Social Considerations - The general population is relatively young, healthy, and educated. The area experiences a high birth rate which has produced an annual population growth rate that is higher than the national average. This trend is expected to continue into the future and supports the likelihood of continual demand and future growth in the local real estate markets. The metropolitan core of Davis County is Layton City with 21 percent of the residents of the county.

Economic Considerations - Although the defense industry is a large part of the Davis County economy, the employment base of Davis County is fairly diversified. This is beneficial because no single employer can adversely affect the local economy and local real estate values by terminating a large number of workers. The per capita income level of the state, however, is lower than the national average, but is experiencing significant increases that are bringing it more in line with the rest of the country. The area real estate markets, with respect to single family residential, multifamily residential, commercial, and industrial properties, are healthy. Financing is available for commercial and industrial properties. Overall, the economic factors indicate mostly positive influences, stable or increasing residential and commercial real estate values, and stable occupancy levels for the future.

Economic Base – According to the US Bureau of Labor Statistics, in December 2014, unemployment in Davis County was at 3.0 percent, which is lower than the statewide average of 3.6 percent and lower than the national average of 5.5 percent. The Davis County labor force consisted of 146,647 persons in March 2013.¹ Top employers in the county are summarized in the following chart²:

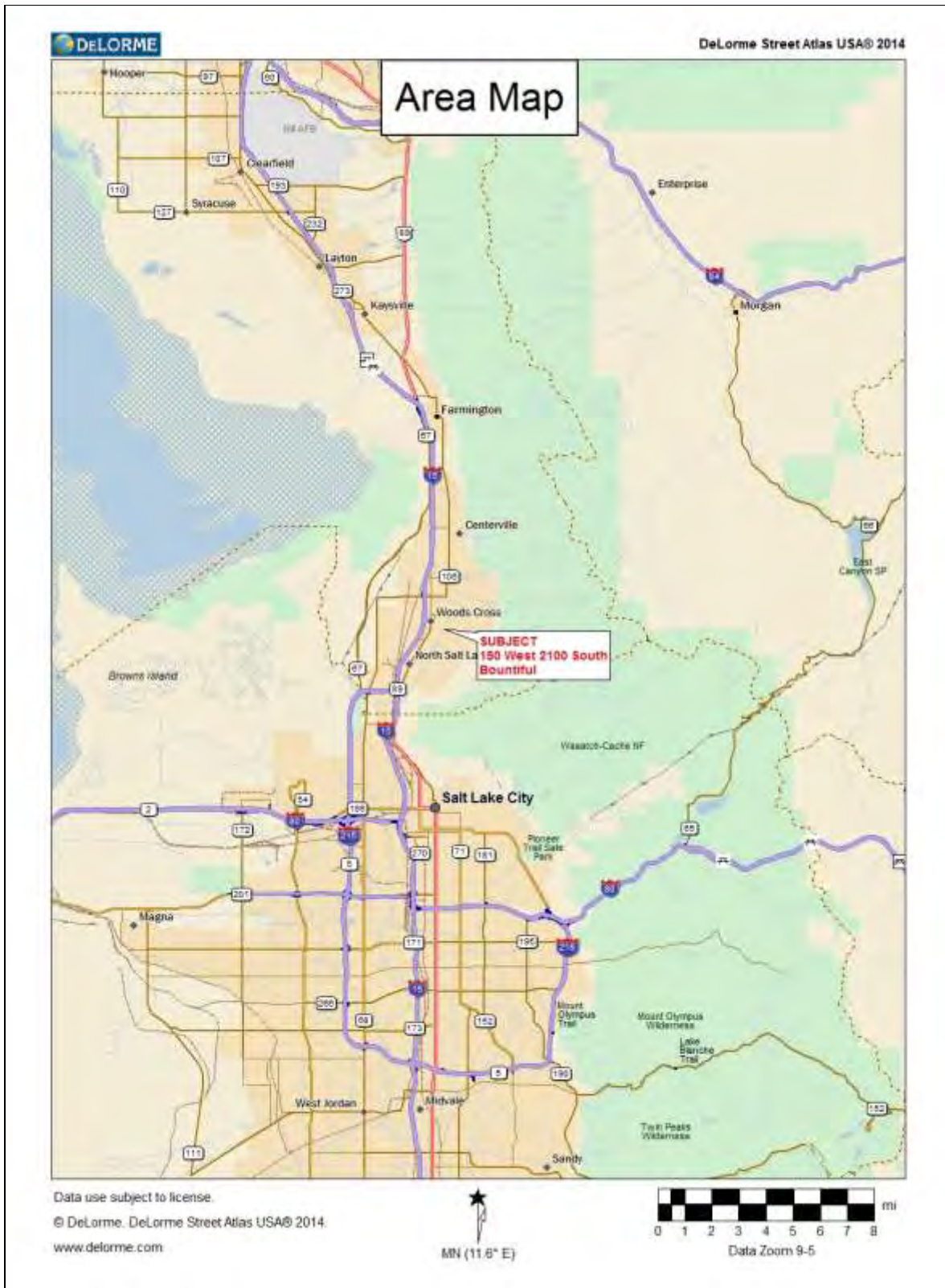
¹ Utah Department of Workforce Services

² Utah Department of Workforce Services

Top Employers	Industry	Employment Range
Hill Airforce Base	Federal Government	10000-14999
Davis Co. School District	Local Government	7000-9999
Lagoon Corporation Inc.	Amusement Park	1000-1999
Lifetime Products	Athletic Equipment	1000-1999
ATK Space Systems	Aerospace Mfg	500-999
Davis Hospital	Healthcare	500-999
Spring Communications	Electronic Stores	250-499
Fresh Market	Grocery Stores	250-499
Bountiful City	Local Government	250-499
Davis Behavioral Health	Mental Health Center	250-499
Kohls Department Store	Retail Department Store	250-499
McDonald's	Fast Food Restaurant	250-499

Environmental Considerations - The environmental considerations are favorable to the region and real estate market. The climate is moderate. Transportation facilities are adequate, although the level of air pollution in the county has been a concern in recent years. There is sufficient recreation and cultural activities in the area to support continued growth and expansion in the future.

Summary - In summary, the Salt Lake/Davis County metropolitan area is the largest population center in the State of Utah and has generally positive social, economic, governmental, and environmental influences with regard to real estate values and use. The primary positive social influence is the region's high birth rate which has produced an annual population growth rate that is higher than the national average. This trend is expected to continue into the future and supports the likelihood of continual demand and future growth in the local real estate markets. The economic base is fairly diversified and unemployment levels are low. The defense industry is an important sector of the Davis County economy. All factors necessary for a strong economy are in place including high education level and productivity of the population, a good diversification of employment, and a high quality of life. However, it is noted that the date of valuation was in recessionary times when financing was very difficult and real estate values were substantially lower than in today's market.



NEIGHBORHOOD DATA

A neighborhood, according to *The Appraisal of Real Estate*, 12th edition, published by the Appraisal Institute, is defined as "a group of complementary land uses."

Neighborhood Boundaries - The subject neighborhood has the following boundaries:

Description:	Boundary
North Boundary	Bountiful City North Boundary
South Boundary:	Bountiful City South Boundary
East Boundary:	Wasatch Mountains
West Boundary:	I-15

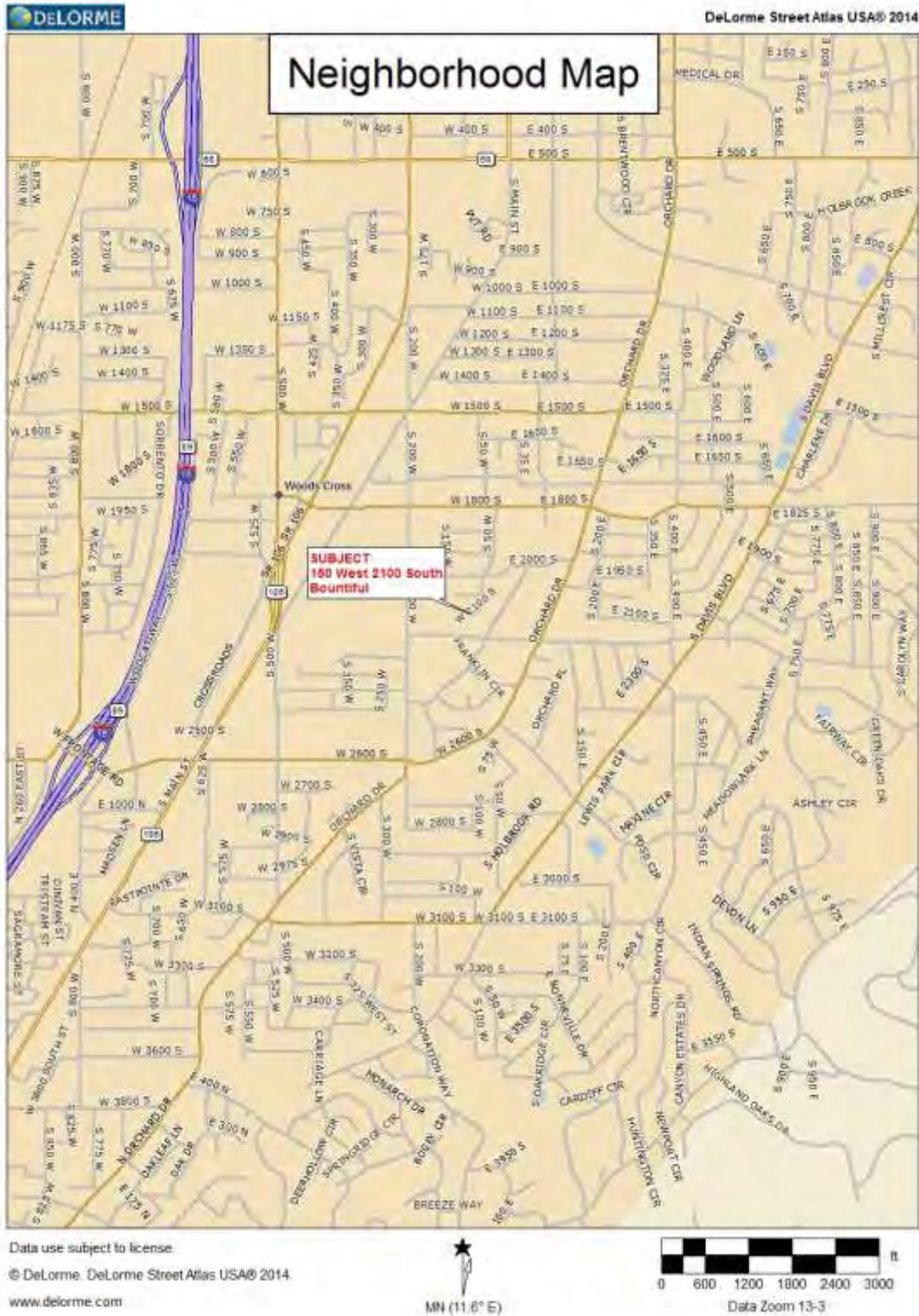
Description of Neighborhood and Property Uses - The area within the neighborhood boundaries consists largely of mature residential, agricultural uses and minimal commercial development with the commercial development along the major traffic arteries. The immediate neighborhood of the subject is influenced primarily by a variety of residential uses. The general neighborhood is estimated to be over 85 percent built up.

Access, Transportation and Traffic Arteries - The subject is located approximately six blocks east of Highway 89 and six blocks east of I-15. This location provides good exposure and access.

Community Facilities and Service - General community facilities such as schools, parks, places of worship, medical facilities, and recreation centers are dispersed in relatively close proximity to the described neighborhood area. Local services are considered to be adequate for businesses and residences. Services provided to the area include street maintenance, garbage pick-up, police and fire protection.

Surrounding Influences – The subject lots within one mile of major shopping areas in the downtown Bountiful area. This is considered to be a positive influence. It is also located about one mile of the Great Salt Lake.

Summary and Conclusion - In summary, the general neighborhood is a well-developed corridor located in Bountiful. The subject is situated near major shopping centers. Property uses in the immediate area of the subject property are predominantly residential. Overall, it is expected that land and property values will remain fairly constant or increase due to these influences on the neighborhood.



Site Description

The following description is based on my appraisal inspection, of the subject, public records, and information provided by the client, owner, property manager, and/or broker.

General Data

Assessor Parcel Number: 05-001-0124

Site Areas

Primary Land Area 8.658 acres

Site Characteristics

Shape: Irregular

Topography: Gently Sloping

Drainage: Adequate

Grade: At street grade

Interior or Corner: Interior

Signalized Intersection: No traffic signal at, or near, the site

Linkages The subject site is located within approximately six blocks of I-15

Street Frontage / Access

Site Improvements

Off-Site Improvements: Paved Street

Utilities: All available

On-Site Improvements: It is noted that the subject is an orchard, with a number of trees.

Flood Zone Data

Flood Map Panel/Number: 49011C0507E

Flood Map Date: July 18, 2007

Flood Zone: X or C Zone, 500 year floodplain

Other Site Conditions

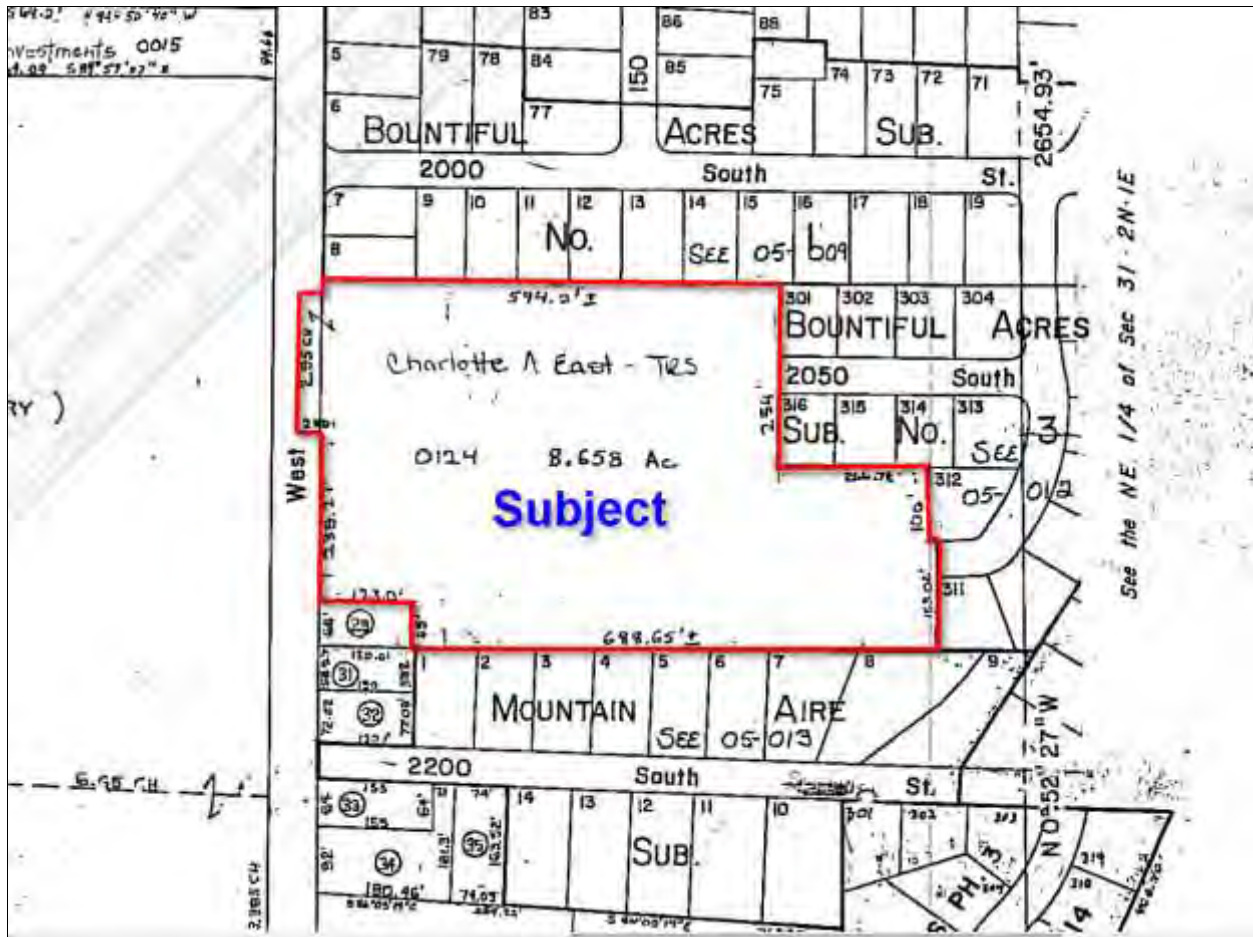
Adjacent Land Uses

North: Residential
 South: Residential
 East: Residential
 West: Residential

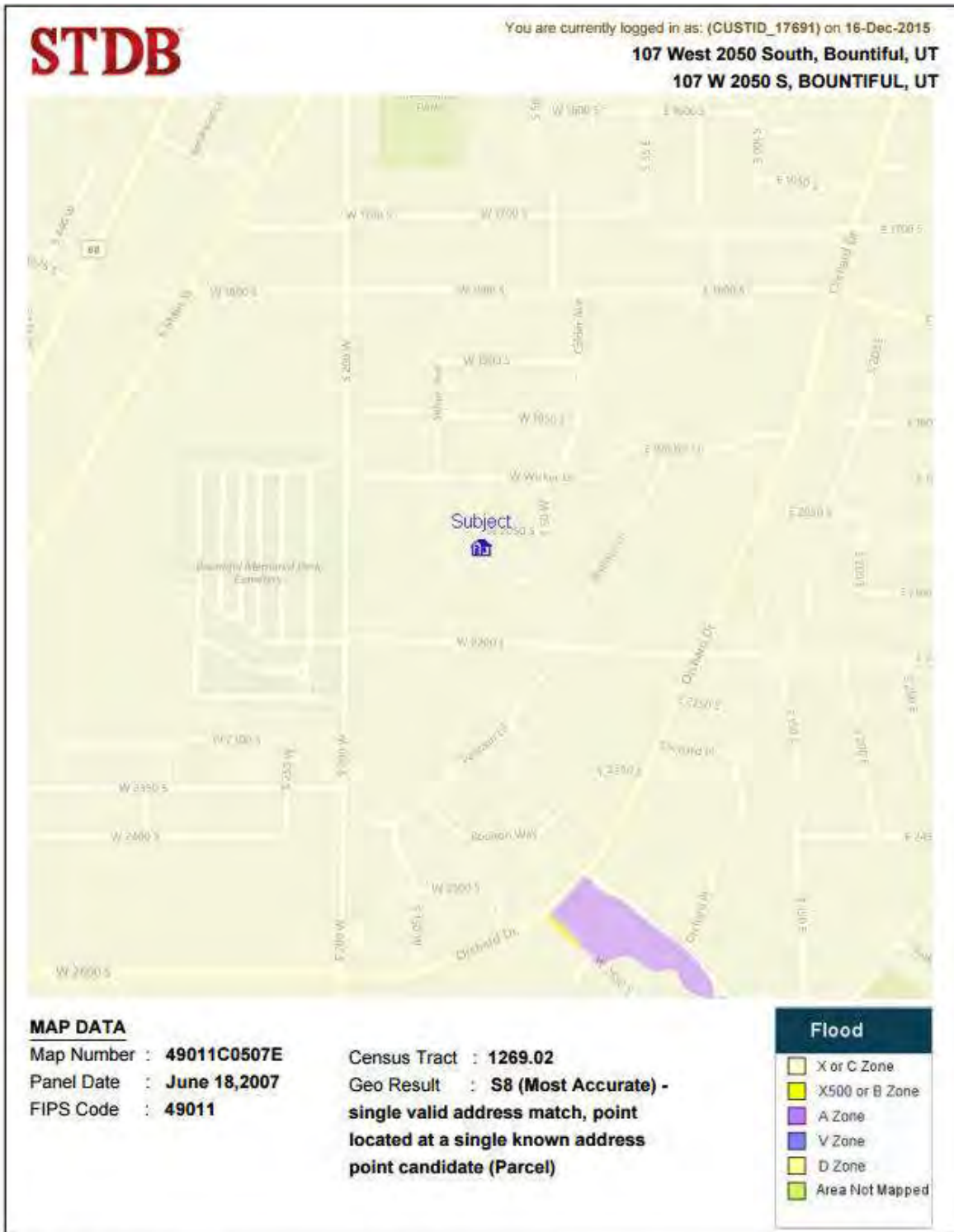
Zoning Designation

Zoning Jurisdiction: Bountiful City
 Zoning Code/Category: R-4
 Permitted Uses: Single Family Residential

ORIGINAL PLAT

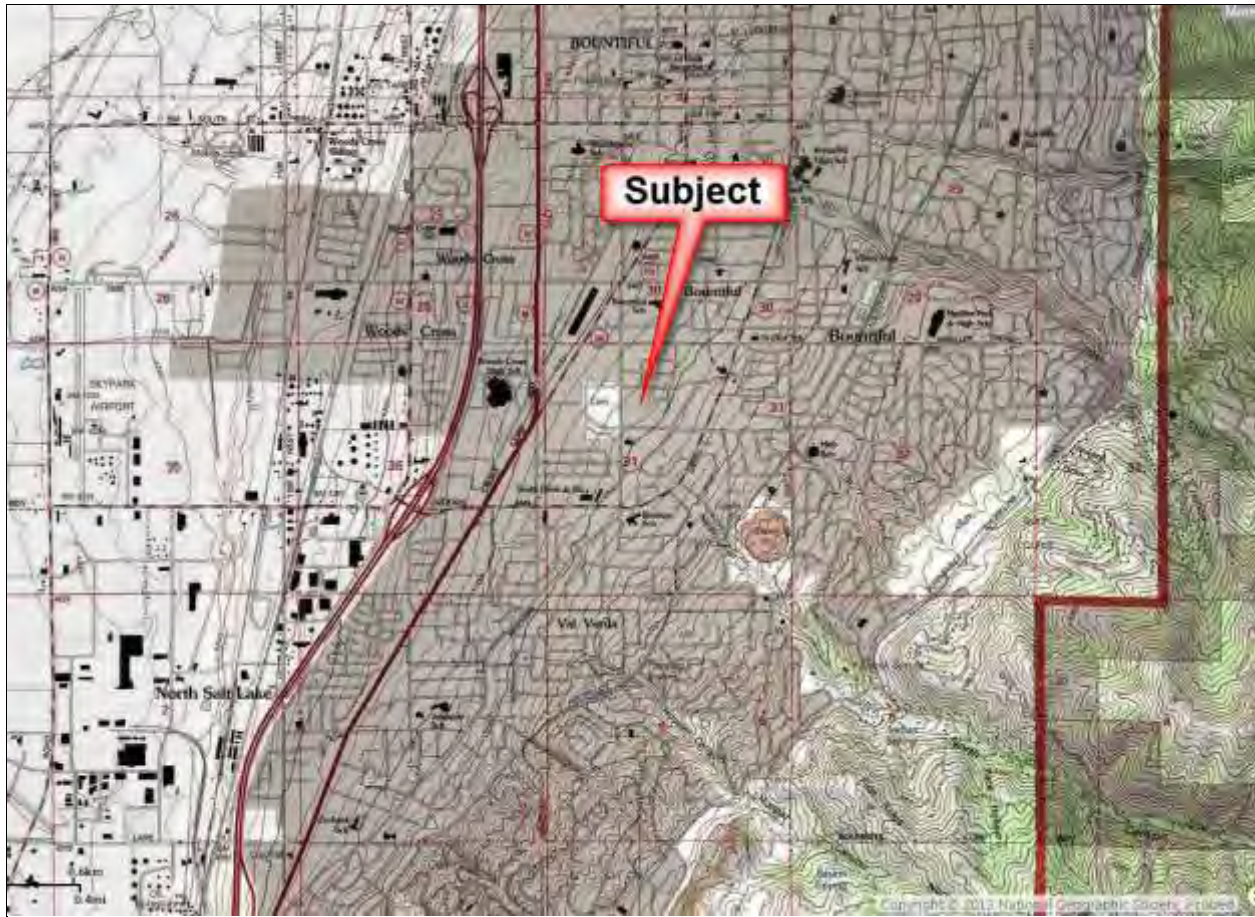


FLOOD MAP

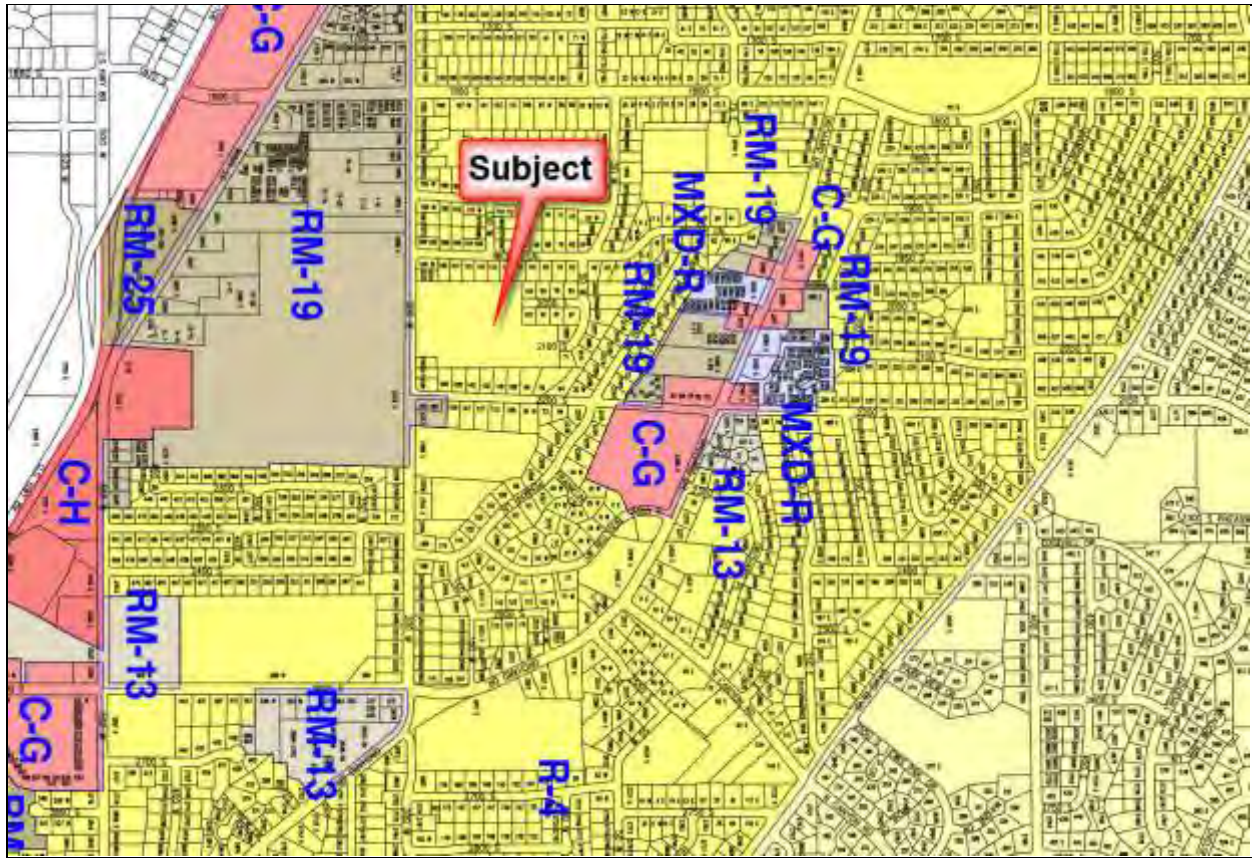


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TOPO MAP



ZONING MAP



Improvements Description

The subject property has no on-site improvements.

Subject Photos



FRONT VIEW



STREET STUBBED FROM EAST



STREET STUBBED FROM EAST



STREET VIEW LOOKING SOUTH



STREET VIEW LOOKING NORTH



FRONT VIEW

Assessment and Tax Data

Assessed Values and Property Taxes

Taxes on the subject over the past three years are as follows:

**Parcel # 05-001-0124
(8.658 Acres)**

Year	Gen Taxes	Adj.	Paid
2015	\$2,367.39	\$0.00	\$2,367.39
2014	\$2,161.63	\$0.00	\$2,161.63
2013	\$2,172.11	\$0.00	\$2,172.11

No delinquent taxes were reported.

Highest and Best Use

The Highest and Best Use of a property is the use that is physically possible, legally permissible and financially feasible which results in the highest value. An opinion of the highest and best use results from consideration of the criteria noted above under the market conditions or likely conditions as of the effective date of value. Implied in the definition is that the determination of highest and best use results from the judgment and analytical skills of the appraiser; that is, that the use determined from analysis represents an opinion, not necessarily a fact to be found. In appraisal practice, the concept of highest and best use represents the premise upon which value is based.

Analysis of Highest and Best Use as if Vacant

In determining the highest and best use of the property as though vacant, we examine the potential for: 1) near term development, 2) a subdivision of the site, 3) an assemblage of the site with other land, or 4) holding the land as an investment.

Physically Possible

The physical attributes allow for a number of potential uses. Elements such as availability of utilities, known hazards (flood, environmental, etc.), and other potential influences are described in the Site Description and have been considered. There are no items of a physical nature that would materially limit development.

Legally Permissible

The zoning R-4, Residential does control the general nature of permissible uses but is appropriate for the location and physical elements of the subject, providing for a consistency of use with the general neighborhood. The location of the subject is appropriate for the uses allowed and a change in zoning is unlikely. There are no known easements, encroachments, covenants or other use restrictions that would unduly limit or impede development of a probable nature.

Financially Feasible

Once physically possible and legally permissible uses are determined, an appraiser considers the potential of economic or financial feasibility for the most probable uses via a cost/benefit analysis or through direct market observation.

The probable use of the site for residential subdivision development conforms to the pattern of land use in the market area, representing a positive in terms of market demand. A review of published yield, rental and occupancy rates for the most probable use of the site was performed. The data suggests that there is sufficient demand to ensure timely absorption of additional inventory in this market.

Supply and demand are in balance or there is an undersupply of this particular product. Therefore, development of the site with this or allied uses would be financially feasible.

Maximally Productive

Among the financially feasible uses, the use that results in the highest value (the maximally productive use) is the highest and best use. Considering these factors, the maximally productive use as though vacant is for residential development use.

Conclusion of Highest and Best Use as though Vacant

The conclusion of the highest and best use as though vacant is for residential development use.

Analysis of Highest and Best Use "As Is"

Conclusion of Highest and Best Use As Improved

Based on the foregoing discussion, we have concluded that the maximally productive and highest and best use of the subject property is for a subdivision development.

Appraisal Methodology

Three Approaches to Value

There are three traditional approaches typically available to develop indications of real property value: the cost, sales comparison, and income capitalization approaches.

Cost Approach

The cost approach is based upon the principle of substitution, which states that a prudent purchaser would not pay more for a property than the amount required to purchase a similar site and construct similar improvements without undue delay, producing a property of equal desirability and utility. This approach is particularly applicable when the improvements being appraised are relatively new or proposed, or when the improvements are so specialized that there is little or no sales data from comparable properties.

Income Capitalization Approach

The income capitalization approach is based on the principle of anticipation, or the assumption that value is created by the expectation of benefits to be derived in the future, such as expected future income flows including the reversion, or future re-sale of the property appraised. Its premise is that a prudent investor will pay no more for the property than he or she would for another investment of similar risk and cash flow characteristics. The income capitalization approach is widely used and relied upon in appraising income-producing properties, especially those for which there is an active investment sales market.

Sales Comparison Approach

The sales comparison approach involves the direct comparison of sales and listings of similar properties, adjusting for differences between the subject property and the comparable properties. This method can be useful for valuing general purpose properties or vacant land. For improved properties, it is particularly applicable when there is an active sales market for the property type being appraised – either by owner-users or investors.

Subject Valuation

As stated within the Scope of Work, we have relied upon the Cost, Sales Comparison and Income Capitalization Approaches. Due to the fact that the subject is vacant land, the Sales Comparison approach will be utilized.

Land Valuation

Methodology

Land is most often valued using the Sales Comparison Approach. This approach is based on the premise that a buyer would pay no more for a specific property than the cost of obtaining a property with the same utility. In the sales comparison approach, the opinion of market value is based on closed sales, listings and pending sales of properties similar to the subject property, using the most relevant units of comparison. The comparative analysis focuses on the difference between the comparable sales and the subject property using all appropriate elements of comparison.

Unit of Comparison

The unit of comparison depends on land use economics and how buyers and sellers use the property. The unit of comparison in this analysis is per acre.

Elements of Comparison

Elements of comparison are the characteristics or attributes of properties and transactions that cause the prices of real estate to vary. The main elements of comparison that are considered in sales comparison analysis are as follows: (1) real property rights conveyed, (2) financing terms, (3) conditions of sale, (4) expenditures made immediately after purchase, (5) market conditions, (6) location and (7) physical characteristics.

Comparable Sales Data

A search of data sources and public records, a field survey, interviews with knowledgeable real estate professionals in the area, and a review of our internal database were conducted to obtain and verify comparable sales and listings of vacant land properties.

We used five sales in our analysis, these representing the sales judged to be the most comparable in developing an indication of the market value of the subject property. The land sales have been compared to the primary subject site, as a base. The indicated value was then adjusted accordingly and applied to the excess land

The following table summarizes each of the land sale comparables and is followed by a map displaying the location of each comparable in relation to the subject. Summary sheets detailing each comparable follow the location map.

Land Sales Summary

Sale #	Date of Sale	Gross Acres	Location	Zoning	Utilities	Sale Price	Price/Acre
1	8/31/2015	2.645	259 W 3100 S Bountiful	Res	All	\$910,000	\$344,045
2	8/04/2015	5.61	1303 S 700 E Bountiful	Res	All	\$1,000,000	\$178,253
3	11/09/2015	4.00	797 N 100 W Farmington	Res	All	\$972,510	\$243,128
4	1/08/2015	3.00	984 N 3200 W Layton	Res	All	\$500,000	\$166,667
5	1/21/2015	9.92	11290 N 4800 W Highland	Res	All	\$1,300,000	\$131,048





LAND SALE 1

Sale ID	N/A	Price/SF	N/A
Address	259 W 3100 S	Price/Acre	\$344,045
	Bountiful		
TaxID/APN	01-022-0091		

Property Description

Land SF	N/A
Land Acres	2.645
Zoning	Res
Zoning Description	Single Family Residential
Topography	Gradual Slope
Shape	Irregular
Utilities	All available
Visibility	Good
Primary Frontage	N/A
Access	Adequate
Corner	Yes
Improvements	Older Home

Sales Data

Sale Status	Closed
Sale Date	8/31/2015
Sale Price	\$910,000
Financing	N/A
Cash Equivalent Price	\$910,000
Grantor (Seller)	Schulthies Family Trust
Grantee (Buyer)	Brighton Homes
Property Rights	Fee Simple
Conditions of Sale	None
Exposure Time	N/A

Verification

Confirmed By	Roland Robison
Confirmed With	Don Schulthies, Seller

Comments

This property is located on a corner, is elevated and offers views of the valley and the mountains. This property included an older home that was not consistent with the highest and best use as development property and was not considered to add any economic value.



LAND SALE 2

Sale ID	N/A	Price/SF	N/A
Address	1303 S 700 E Bountiful	Price/Acre	\$178,253
TaxID/APN	04-071-0059		

Property Description

Land SF	N/A
Land Acres	5.61
Zoning	Res
Zoning Description	Single Family Residential
Topography	Flat
Shape	Irregular
Utilities	All available
Visibility	Adequate
Primary Frontage	N/A
Access	Adequate
Corner	No
Improvements	Older Home

Sales Data

Contract Status	Under Contract
Sale Date	8/04/2015
Sale Price	\$1,000,000
Financing	Cash equivalent
Cash Equivalent Price	\$1,000,000
Grantor (Seller)	Tullis
Grantee (Buyer)	N/A
Property Rights	Fee Simple
Conditions of Sale	None
Exposure Time	226 Days

Verification

Confirmed By	Roland Robison
Confirmed With	MLS #1269321, Kelsey Roberts Listing Agent, (801) 647-0923

Comments

This property is located in Bountiful and has subdivision potential. The old home on the property is not consistent with its highest and best use as development property and is not considered to contribute any value.



LAND SALE 3

Sale ID	N/A	Price/SF	N/A
Address	797 N 100 W Farmington	Price/Acre	\$243,128
TaxID/APN	08-054-0094		

Property Description

Land SF	N/A
Land Acres	4.00
Zoning	Res
Zoning Description	Single Family Residential
Topography	Flat
Shape	Irregular
Utilities	All available
Visibility	Adequate
Primary Frontage	N/A
Access	Good
Corner	No
Improvements	None

Sales Data

Sale Status	Closed
Sale Date	11/09/2015
Sale Price	\$972,510
Financing	Cash
Cash Equivalent Price	\$972,510
Grantor (Seller)	Dejong
Grantee (Buyer)	Wright Development
Property Rights	Fee Simple
Conditions of Sale	None
Exposure Time	293 Days

Verification

Confirmed By	Roland D. Robison
Confirmed With	MLS # 1275401, Jon Neese, Sales Agent (801) 309-5245

Comments

This parcel was sold to effectuate a trade. Agent, Jon Neese indicated that a small portion on the west end is master planned for commercial, but most of the value is in the residential zoning and the remainder of the property.



LAND SALE 4

Sale ID	N/A	Price/SF	N/A
Address	984 N 3200 W Layton	Price/Acre	\$167,667
TaxID/APN	12-109-0021		

Property Description

Land SF	N/A
Land Acres	3.00
Zoning	Residential/Commercial
Zoning Description	Single Family Residential
Topography	Flat
Shape	Irregular
Utilities	All available
Visibility	Adequate
Primary Frontage	N/A
Access	Adequate
Corner	No
Improvements	None

Sales Data

Sale Status	Closed
Sale Date	1/08/2015
Sale Price	\$500,000
Financing	Cash equivalent
Cash Equivalent Price	\$500,000
Grantor (Seller)	Farr
Grantee (Buyer)	N/A (Agent could not recall)
Property Rights	Fee Simple
Conditions of Sale	None
Exposure Time	16 Days

Verification

Confirmed By	Roland D. Robison
Confirmed With	MLS #1265946, Jerold Ivie, Listing Agent (801) 814-0178

Comments

This prime property is located in west Layton. Agent, Jerold Ivie indicated that one acre of this property went with a commercial zone for a dental office. He indicated that this use has a similar value to residential.



LAND SALE 5

Sale ID	N/A	Price/SF	N/A
Address	11290 N 4800 W Highland	Price/Acre	\$131,048
TaxID/APN	11-054-0387		

Property Description

Land SF	N/A
Land Acres	9.92
Zoning	Residential: 1-acre lots
Zoning Description	Single Family Residential
Topography	Flat
Shape	Irregular
Utilities	All available
Visibility	Adequate
Primary Frontage	N/A
Access	Adequate
Corner	No
Improvements	None

Sales Data

Sale Status	Closed
Sale Date	1/21/2015
Sale Price	\$1,300,000
Financing	Cash equivalent
Cash Equivalent Price	\$1,300,000
Grantor (Seller)	N/A
Grantee (Buyer)	N/A
Property Rights	Fee Simple
Conditions of Sale	None
Exposure Time	4 Days

Verification

Confirmed By	Roland D. Robison
Confirmed With	MLS #1272980, Matt Garlick, Listing Agent (801) 836-0494

Comments

This property is located in Highland, Utah, bordering the city of Alpine. The zoning allows development of one-acre lots. Agent, Matt Garlick indicated that the price was reduced because of the low density zoning and the cost of getting sewer services to the property.

Land Sales Comparison Analysis

We analyzed the sales and made adjustments for differences in the elements of comparison previously listed. The comparable sales are adjusted to the subject: if the comparable sale was superior to the subject, we applied a negative adjustment to the comparable sale. A positive adjustment to the comparable property was applied if it was inferior to the subject. A summary of the elements of comparison follows.

Transaction Adjustments

These items are applied prior to the application of property adjustments. Transaction adjustments include:

1. Real Property Rights Conveyed
2. Financing Terms
3. Conditions of Sale
4. Expenditures Made Immediately After Purchase

The adjustments are discussed as follows:

Real Property Rights Conveyed

The sale comparables all reflect the fee simple interest as well as the subject, with no adjustments required.

Financing Terms

The transaction price of one property may differ from that of an identical property due to different financial arrangements. Sales involving financing terms that are not at or near market terms require adjustments for cash equivalency to reflect typical market terms. A cash equivalency procedure discounts the atypical mortgage terms to provide an indication of value at cash equivalent terms. All of the comparable sales involved typical market terms by which the sellers received cash or its equivalent and the buyers paid cash or tendered typical down payments and obtained conventional financing at market terms for the balance. Therefore, no adjustments for this category were required.

Conditions of Sale

When the conditions of sale are atypical, the result may be a price that is higher or lower than that of a normal transaction. Adjustments for conditions of sale usually reflect the motivations of either a buyer or a seller who is under duress to complete the transaction. Another more typical condition of sale involves the downward adjustment required to a comparable property's for-sale listing price, which usually reflects the upper limit of value. It is noted that comparable 2 was under contract and had not closed as of the date of valuation. As such, only the list price rather than the actual sales price was not disclosed. Based on the fact that the other comparables sold very close to or, in the case comparable 4, above the listed price, it is considered reasonable to assume that the sales price was very close to the list price.

Market Conditions Adjustment

Market conditions change over time as a result of inflation, deflation, fluctuations in supply and demand and other factors. Changing market conditions creates the need for adjustments to sale comparables that represent transactions during periods of dissimilar market conditions. Conversation with local market participants indicate that market conditions have strengthened

substantially over the past year. With comparables 4 and 5 selling nearly one year ago, 10 percent upward adjustments were indicated.

Property Adjustments

Property adjustments are usually expressed quantitatively as percentages that reflect the increase or decrease in value attributable to the various characteristics of the property. In some instances, however, qualitative adjustments are used. These adjustments are based on locational and physical characteristics and are applied after the application of transaction and market conditions adjustments.

We have summarized adjustments to the sale comparables below. These adjustments are based on our market research, best judgment, and experience in the appraisal of similar properties.

The adjustments are discussed as follows:

Location

Location adjustments may be required when the locational characteristics of a comparable are different from those of the subject. These characteristics can include general neighborhood characteristics, freeway accessibility, street exposure, corner- versus interior-lot location, neighboring properties, view amenities, and other factors. The subject site is located in close proximity of I-15 and within close proximity to retail offerings. It has good visibility.

Sale 1: Being located very close to the subject, no adjustment was warranted.

Sale 2: Since this sale is located in an inferior neighborhood, an upward adjustment of 35 percent was warranted.

Sale 3: This comparable is located in Farmington, which is further from Salt Lake City. As such, an upward adjustment of 10 percent was warranted.

Sale 4: This comparable is located in west Layton, which is considered to be significantly inferior to the subject in southeast Bountiful. Based on comparative sales analysis, a 30 percent upward adjustment was warranted.

Sale 5: This comparable is located in Highland, Utah, which has significantly inferior linkages to I-15 and the Salt Lake City metroplex. Hence, an upward adjustment of 40 percent was warranted.

Size

The size adjustment identifies variances in the physical size of the comparables and the subject improvements. Typically, the larger a parcel, the lower the sale price per unit. This inverse relationship is due, in part, to the principle of "economies of scale." The subject site consists of 8.658 acres of useable land.

Sale 1: This comparable is significantly smaller than the subject, indicating a downward adjustment of 15 percent.

Sale 2: This comparable is somewhat smaller than the subject, indicating a downward adjustment of 5 percent.

Sale 3: This comparable is somewhat smaller than the subject, indicating a downward adjustment of 5 percent.

Sale 4: This comparable is significantly smaller than the subject, indicating a downward adjustment of 10 percent.

Sale 5: No adjustment was warranted.

Shape/Topography

The subject site consists of an irregular-shaped tract which is gradually sloping.

Sale 1: No adjustment was warranted.

Sale 2: No adjustment was warranted.

Sale 3: No adjustment was warranted.

Sale 4: No adjustment was warranted.

Sale 5: No adjustment was warranted.

Improvements

As previously noted, the subject is an orchard, with various trees.. However, this orchard does not contribute significant value, due to the fact that it is not compatible with the highest and best use of residential development.

Sale 1: No adjustment was warranted.

Sale 2: No adjustment was warranted.

Sale 3: No adjustment was warranted.

Sale 4: No adjustment was warranted.

Sale 5: Agent Matt Garlick indicated that the price of this parcel was reduced because of the cost of extending sewer approximately 200 yards. A 10 percent upward adjustment is indicated.

Views, Trees

The subject is somewhat elevated, offering views of the valley.

Sale 1: This parcel is significantly elevated, offering views of the valley and mountains. A 10 percent downward adjustment is indicated.

Sale 2: This parcel is considered inferior to the subject in this category, with a 10 percent upward adjustment indicated.

Sale 3: No adjustment was warranted.

Sale 4: This is a flat parcel with no elevated views. A 10 percent upward adjustment is indicated.

Sale 5: This is a flat parcel with no elevated views. A 10 percent upward adjustment is indicated.

Summary of Adjustments

Based on the preceding analysis, we have summarized adjustments to the sale comparables on the following adjustment grid. These quantitative adjustments are based on our market research, best judgment, and experience in the appraisal of similar properties.

BOUNTIFUL 8.658 ACRES					
Comparable	1	2	3	4	5
	259 W 3100 S	1303 S 700 E	797 N 100 W	984 N 3200 W	11290 N 4800 W
City	Bountiful	Bountiful	Farmington	Layton	Highland
Date of Sale	8/31/2015	8/4/2015	11/9/2015	1/8/2015	1/21/2015
Zoning					
Size (Acre)	2.65	5.61	4.00	3.00	9.92
Price	\$910,000	\$1,000,000	\$972,510	\$500,000	\$1,300,000
Price/Acre	\$344,045	\$178,253	\$243,128	\$166,667	\$131,048
Conditions/ Terms	0%	0%	0%	0%	0%
Adjusted Price/ Ac	\$344,045	\$178,253	\$243,128	\$166,667	\$131,048
Market(Time) Adj.	0%	0%	0%	10%	10%
Market Price/Ac	\$344,045	\$178,253	\$243,128	\$183,333	\$144,153
Location	0%	35%	10%	30%	40%
Size	-15%	-5%	-5%	-10%	0%
Shape/Topography	0%	0%	0%	0%	0%
Zoning	0%	0%	0%	0%	10%
Improvements	0%	0%	0%	0%	10%
Views, Trees	-10%	10%	0%	10%	10%
TOTAL ADJ	-25%	40%	5%	30%	70%
ADJUSTED PRICE PER PAD	\$258,034	\$249,554	\$255,284	\$238,333	\$245,060
MEAN ADJ VALUE	\$249,253				

Conclusion

From the market data available, five most comparable land sales were selected and adjusted based on pertinent elements of comparison. The adjustments were discussed earlier and are presented in the preceding adjustment grid. Based on the adjusted prices and the subject contract price, a unit value for the subject property is near the middle of the adjusted range of \$238,333 to \$258,034 per acre, with a mean adjusted value of \$249,253. As such, we conclude a value per acre of \$250,000.

Description	Value/Acre	Value
8.658	\$250,000	\$2,164,500

Hence, the rounded value of the subject property in fee simple title as of December 23, 2015, which is the date of valuation, is concluded to be:

\$2,165,000 (Rounded)
“TWO MILLION ONE HUNDRED SIXTY-FIVE THOUSAND DOLLARS”

Exposure Time and Marketing Periods

Based on statistical information about days on market, escrow length, and marketing times gathered through national investor surveys, sales verification, and interviews of market participants, marketing and exposure time estimates of 12 months and 12 months, respectively, are considered reasonable and appropriate for the subject property.

General Assumptions and Limiting Conditions

This appraisal is subject to the following limiting conditions:

1. The legal description – if furnished to us – is assumed to be correct.
2. No responsibility is assumed for legal matters, questions of survey or title, soil or subsoil conditions, engineering, availability or capacity of utilities, or other similar technical matters. The appraisal does not constitute a survey of the property appraised. All existing liens and encumbrances have been disregarded and the property is appraised as though free and clear, under responsible ownership and competent management unless otherwise noted.
3. Unless otherwise noted, the appraisal will value the property as though free of contamination. Valbridge Property Advisors | Free and Associates, Inc. will conduct no hazardous materials or contamination inspection of any kind. It is recommended that the client hire an expert if the presence of hazardous materials or contamination poses any concern.
4. The stamps and/or consideration placed on deeds used to indicate sales are in correct relationship to the actual dollar amount of the transaction.
5. Unless otherwise noted, it is assumed there are no encroachments, zoning violations or restrictions existing in the subject property.
6. The appraiser is not required to give testimony or attendance in court by reason of this appraisal, unless previous arrangements have been made.
7. Unless expressly specified in the engagement letter, the fee for this appraisal does not include the attendance or giving of testimony by Appraiser at any court, regulatory, or other proceedings, or any conferences or other work in preparation for such proceeding. If any partner or employee of Valbridge Property Advisors | Free and Associates, Inc. is asked or required to appear and/or testify at any deposition, trial, or other proceeding about the preparation, conclusions or any other aspect of this assignment, client shall compensate Appraiser for the time spent by the partner or employee in appearing and/or testifying and in preparing to testify according to the Appraiser's then current hourly rate plus reimbursement of expenses.
8. The values for land and/or improvements, as contained in this report, are constituent parts of the total value reported and neither is (or are) to be used in making a summation appraisal of a combination of values created by another appraiser. Either is invalidated if so used.

9. The dates of value to which the opinions expressed in this report apply are set forth in this report. We assume no responsibility for economic or physical factors occurring at some point at a later date, which may affect the opinions stated herein. The forecasts, projections, or operating estimates contained herein are based on current market conditions and anticipated short-term supply and demand factors and are subject to change with future conditions.
10. The sketches, maps, plats and exhibits in this report are included to assist the reader in visualizing the property. The appraiser has made no survey of the property and assumed no responsibility in connection with such matters.
11. The information, estimates and opinions, which were obtained from sources outside of this office, are considered reliable. However, no liability for them can be assumed by the appraiser.
12. Possession of this report, or a copy thereof, does not carry with it the right of publication. Neither all, nor any part of the content of the report, or copy thereof (including conclusions as to property value, the identity of the appraisers, professional designations, reference to any professional appraisal organization or the firm with which the appraisers are connected), shall be disseminated to the public through advertising, public relations, news, sales, or other media without prior written consent and approval.
13. No claim is intended to be expressed for matters of expertise that would require specialized investigation or knowledge beyond that ordinarily employed by real estate appraisers. We claim no expertise in areas such as, but not limited to, legal, survey, structural, environmental, pest control, mechanical, etc.
14. This appraisal was prepared for the sole and exclusive use of the client for the function outlined herein. Any party who is not the client or intended user identified in the appraisal or engagement letter is not entitled to rely upon the contents of the appraisal without express written consent of Valbridge Property Advisors | Free and Associates, Inc. and Client. The Client shall not include partners, affiliates, or relatives of the party addressed herein. The appraiser assumes no obligation, liability or accountability to any third party.
15. Distribution of this report is at the sole discretion of the client, but third-parties not listed as an intended user on the face of the appraisal or the engagement letter may not rely upon the contents of the appraisal. In no event shall client give a third-party a partial copy of the appraisal report. We will make no distribution of the report without the specific direction of the client.
16. This appraisal shall be used only for the function outlined herein, unless expressly authorized by Valbridge Property Advisors | Free and Associates, Inc..

17. This appraisal shall be considered in its entirety. No part thereof shall be used separately or out of context.
18. Unless otherwise noted in the body of this report, this appraisal assumes that the subject property does not fall within the areas where mandatory flood insurance is effective. Unless otherwise noted, we have not completed nor have we contracted to have completed an investigation to identify and/or quantify the presence of non-tidal wetland conditions on the subject property. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.
19. The flood maps are not site specific. we am not qualified to confirm the location of the subject property in relation to flood hazard areas based on the FEMA Flood Insurance Rate Maps or other surveying techniques. It is recommended that the client obtain a confirmation of the subject's flood zone classification from a licensed surveyor.
20. If the appraisal is for mortgage loan purposes 1) we assume satisfactory completion of improvements if construction is not complete, 2) no consideration has been given for rent loss during rent-up unless noted in the body of this report, and 3) occupancy at levels consistent with our "Income and Expense Projection" are anticipated.
21. It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or structures which would render it more or less valuable. No responsibility is assumed for such conditions or for engineering which may be required to discover them.
22. Our inspection included an observation of the land and improvements thereon only. It was not possible to observe conditions beneath the soil or hidden structural components within the improvements.
23. This appraisal does not guarantee compliance with building code and life safety code requirements of the local jurisdiction. It is assumed that all required licenses, consents, certificates of occupancy or other legislative or administrative authority from any local, state or national governmental or private entity or organization have been or can be obtained or renewed for any use on which the value conclusion contained in this report is based unless specifically stated to the contrary.

24. When possible, we have relied upon building measurements provided by the client, owner, or associated agents of these parties. In the absence of a detailed rent roll, reliable public records, or "as-built" plans provided to us, we have relied upon our own measurements of the subject improvements. We follow typical appraisal industry methods; however, we recognize that some factors may limit our ability to obtain accurate measurements including, but not limited to, property access on the day of inspection, basements, fenced/gated areas, grade elevations, greenery/shrubbery, uneven surfaces, multiple story structures, obtuse or acute wall angles, immobile obstructions, etc. Professional building area measurements of the quality, level of detail, or accuracy of professional measurement services are beyond the scope of this appraisal assignment.
25. We have attempted to reconcile sources of data discovered or provided during the appraisal process, including assessment department data. Ultimately, the measurements that are deemed by us to be the most accurate and/or reliable are used within this report. While the measurements and any accompanying sketches are considered to be reasonably accurate and reliable, we cannot guarantee their accuracy. Should the client desire a greater level of measuring detail, they are urged to retain the measurement services of a qualified professional (space planner, architect or building engineer). We reserve the right to use an alternative source of building size and amend the analysis, narrative and concluded values (at additional cost) should this alternative measurement source reflect or reveal substantial differences with the measurements used within the report.
26. In the absence of being provided with a detailed land survey, we have used assessment department data to ascertain the physical dimensions and acreage of the property. Should a survey prove this information to be inaccurate, we reserve the right to amend this appraisal (at additional cost) if substantial differences are discovered.
27. If only preliminary plans and specifications were available for use in the preparation of this appraisal, then this appraisal is subject to a review of the final plans and specifications when available (at additional cost) and we reserve the right to amend this appraisal if substantial differences are discovered.
28. Unless otherwise stated in this report, the value conclusion is predicated on the assumption that the property is free of contamination, environmental impairment or hazardous materials. Unless otherwise stated, the existence of hazardous material was not observed by the appraiser and the appraiser has no knowledge of the existence of such materials on or in the property. The appraiser, however, is not qualified to detect such substances. The presence of substances such as asbestos, urea-formaldehyde foam insulation, or other potentially hazardous materials may affect the value of the property. No responsibility is assumed for any such conditions, or for any expertise or engineering knowledge required for discovery. The client is urged to retain an expert in this field, if desired.

29. The Americans with Disabilities Act (“ADA”) became effective January 26, 1992. we have not made a specific compliance survey of the property to determine if it is in conformity with the various requirements of the ADA. It is possible that a compliance survey of the property, together with an analysis of the requirements of the ADA, could reveal that the property is not in compliance with one or more of the requirements of the Act. If so, this could have a negative effect on the value of the property. Since we have no direct evidence relating to this issue, we did not consider possible noncompliance with the requirements of ADA in developing an opinion of value.
30. This appraisal applies to the land and building improvements only. The value of trade fixtures, furnishings, and other equipment, or subsurface rights (minerals, gas, and oil) were not considered in this appraisal unless specifically stated to the contrary.
31. No changes in any federal, state or local laws, regulations or codes (including, without limitation, the Internal Revenue Code) are anticipated, unless specifically stated to the contrary.
32. Any income and expense estimates contained in the appraisal report are used only for the purpose of estimating value and do not constitute prediction of future operating results. Furthermore, it is inevitable that some assumptions will not materialize and that unanticipated events may occur that will likely affect actual performance.
33. Any estimate of insurable value, if included within the scope of work and presented herein, is based upon figures developed consistent with industry practices. However, actual local and regional construction costs may vary significantly from our estimate and individual insurance policies and underwriters have varied specifications, exclusions, and non-insurable items. As such, we strongly recommend that the Client obtain estimates from professionals experienced in establishing insurance coverage. This analysis should not be relied upon to determine insurance coverage and we make no warranties regarding the accuracy of this estimate.
34. The data gathered in the course of this assignment (except data furnished by the Client) shall remain the property of the Appraiser. The appraiser will not violate the confidential nature of the appraiser-client relationship by improperly disclosing any confidential information furnished to the appraiser. Notwithstanding the foregoing, the Appraiser is authorized by the client to disclose all or any portion of the appraisal and related appraisal data to appropriate representatives of the Appraisal Institute if such disclosure is required to enable the appraiser to comply with the Bylaws and Regulations of such Institute now or hereafter in effect.

35. You and Valbridge Property Advisors | Free and Associates, Inc. both agree that any dispute over matters in excess of \$5,000 will be submitted for resolution by arbitration. This includes fee disputes and any claim of malpractice. The arbitrator shall be mutually selected. If Valbridge Property Advisors | Free and Associates, Inc. and the client cannot agree on the arbitrator, the presiding head of the Local County Mediation & Arbitration panel shall select the arbitrator. Such arbitration shall be binding and final. In agreeing to arbitration, we acknowledge that, by agreeing to binding arbitration, each of us is giving up the right to have the dispute decided in a court of law before a judge or jury. In the event that the client, or any other party, makes a claim against Free and Associates, Inc. or any of its employees in connections with or in any way relating to this assignment, the maximum damages recoverable by such claimant shall be the amount actually received by Valbridge Property Advisors | Free and Associates, Inc. for this assignment, and under no circumstances shall any claim for consequential damages be made.
36. Valbridge Property Advisors | Free and Associates, Inc. shall have no obligation, liability, or accountability to any third party. Any party who is not the "client" or intended user identified on the face of the appraisal or in the engagement letter is not entitled to rely upon the contents of the appraisal without the express written consent of Valbridge Property Advisors | Free and Associates, Inc.. "Client" shall not include partners, affiliates, or relatives of the party named in the engagement letter. Client shall hold Valbridge Property Advisors | Free and Associates, Inc. and its employees harmless in the event of any lawsuit brought by any third party, lender, partner, or part-owner in any form of ownership or any other party as a result of this assignment. The client also agrees that in case of lawsuit arising from or in any way involving these appraisal services, client will hold Valbridge Property Advisors | Free and Associates, Inc. harmless from and against any liability, loss, cost, or expense incurred or suffered by Valbridge Property Advisors | Free and Associates, Inc. in such action, regardless of its outcome.
37. The Valbridge Property Advisors office responsible for the preparation of this report is independently owned and operated by Free and Associates, Inc.. Neither Valbridge Property Advisors, Inc., nor any of its affiliates has been engaged to provide this report. Valbridge Property Advisors, Inc. does not provide valuation services, and has taken no part in the preparation of this report.
38. If any claim is filed against any of Valbridge Property Advisors, Inc., a Florida Corporation, its affiliates, officers or employees, or the firm providing this report, in connection with, or in any way arising out of, or relating to, this report, or the engagement of the firm providing this report, then (1) under no circumstances shall such claimant be entitled to consequential, special or other damages, except only for direct compensatory damages, and (2) the maximum amount of such compensatory damages recoverable by such claimant shall be the amount actually received by the firm engaged to provide this report.

39. This report and any associated work files may be subject to evaluation by Valbridge Property Advisors, Inc., or its affiliates, for quality control purposes.
40. Acceptance and/or use of this appraisal report constitutes acceptance of the foregoing general assumptions and limiting conditions.

Certification – Roland Robison

We certify that, to the best of my knowledge and belief:

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
3. We have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
4. The undersigned have not performed services regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
5. We have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
6. Our engagement in this assignment was not contingent upon developing or reporting predetermined results.
7. Our compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
8. Our analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.
9. Gary Free has personally inspected the subject property. Roland Robison did not inspect the subject property.
10. No one provided significant real property appraisal assistance to the person signing this certification, unless otherwise noted.
11. The reported analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.
12. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
13. As of the date of this report, the undersigned has completed the Standards and Ethics Education Requirement for Candidates/Practicing Affiliates of the Appraisal Institute.



Gary R. Free, MAI, SRA
Senior Managing Director

Utah State - Certified General Appraiser
License # 5451769-CG00 (Exp. 6/30/17)



Roland D. Robison
Managing Director

Utah State - Certified General Appraiser
License # 5452047-CG00 (Exp. 3/31/16)

Addenda

Glossary

Zoning Ordinance

Qualifications

- Roland Robison - Managing Director
- Gary Free, MAI -President

Office Locations

Glossary

Definitions are taken from the Dictionary of Real Estate Appraisal, 5th Edition (Dictionary), the Uniform Standards of Professional Appraisal Practice (USPAP) and Building Owners and Managers Association International (BOMA).

Absolute Net Lease

A lease in which the tenant pays all expenses including structural maintenance, building reserves, and management; often a long-term lease to a credit tenant. (Dictionary)

Additional Rent

Any amounts due under a lease that is in addition to base rent. Most common form is operating expense increases. (Dictionary)

Amortization

The process of retiring a debt or recovering a capital investment, typically through scheduled, systematic repayment of the principal; a program of periodic contributions to a sinking fund or debt retirement fund. (Dictionary)

As Is Market Value

The estimate of the market value of real property in its current physical condition, use, and zoning as of the appraisal date. (Dictionary)

Base (Shell) Building

The existing shell condition of a building prior to the installation of tenant improvements. This condition varies from building to building, landlord to landlord, and generally involves the level of finish above the ceiling grid. (Dictionary)

Base Rent

The minimum rent stipulated in a lease. (Dictionary)

Base Year

The year on which escalation clauses in a lease are based. (Dictionary)

Building Common Area

The areas of the building that provide services to building tenants but which are not included in the rentable area of any specific tenant. These areas may include, but shall not be limited to, main and auxiliary lobbies, atrium spaces at the level of the finished floor, concierge areas or security desks, conference rooms, lounges or vending areas food service facilities, health or fitness centers, daycare facilities, locker or shower facilities, mail rooms, fire control rooms, fully enclosed courtyards outside the exterior walls, and building core and service areas such as fully enclosed mechanical or equipment rooms. Specifically excluded from building common areas are; floor common areas, parking spaces, portions of loading docks outside the building line, and major vertical penetrations. (BOMA)

Building Rentable Area

The sum of all floor rentable areas. Floor rentable area is the result of subtracting from the gross measured area of a floor the major vertical penetrations on that same floor. It is generally fixed for the life of the building and is rarely affected by changes in corridor size or configuration. (BOMA)

Certificate of Occupancy (COO)

A statement issued by a local government verifying that a newly constructed building is in compliance with all codes and may be occupied.

Common Area (Public) Factor

In a lease, the common area (public) factor is the multiplier to a tenant's useable space that accounts for the tenant's proportionate share of the common area (restrooms, elevator lobby, mechanical rooms, etc.). The public factor is usually expressed as a percentage and ranges from a low of 5 percent for a full tenant to as

high as 15 percent or more for a multi-tenant floor. Subtracting one (1) from the quotient of the rentable area divided by the useable area yields the load (public) factor. At times confused with the "loss factor" which is the total rentable area of the full floor less the useable area divided by the rentable area. (BOMA)

Common Area Maintenance (CAM)

The expense of operating and maintaining common areas; may or may not include management charges and usually does not include capital expenditures on tenant improvements or other improvements to the property.

CAM can be a line-item expense for a group of items that can include maintenance of the parking lot and landscaped areas and sometimes the exterior walls of the buildings. CAM can refer to all operating expenses.

CAM can refer to the reimbursement by the tenant to the landlord for all expenses reimbursable under the lease. Sometimes reimbursements have what is called an administrative load. An example would be a 15 percent addition to total operating expenses, which are then prorated among tenants. The administrative load, also called an administrative and marketing fee, can be a substitute for or an addition to a management fee. (Dictionary)

Condominium

A form of ownership in which each owner possesses the exclusive right to use and occupy an allotted unit plus an undivided interest in common areas.

A multiunit structure, or a unit within such a structure, with a condominium form of ownership. (Dictionary)

Conservation Easement

An interest in real property restricting future land use to preservation, conservation, wildlife habitat, or some combination of those uses. A conservation easement may permit farming, timber harvesting, or other uses of a rural nature to continue, subject to the easement. In some locations, a conservation easement may be referred to as a conservation restriction. (Dictionary)

Contributory Value

The change in the value of a property as a whole, whether positive or negative, resulting from the addition or deletion of a property component. Also called deprival value in some countries. (Dictionary)

Debt Coverage Ratio (DCR)

The ratio of net operating income to annual debt service ($DCR = NOI/Im$), which measures the relative ability to a property to meet its debt service out of net operating income. Also called Debt Service Coverage Ratio (DSCR). A larger DCR indicates a greater ability for a property to

withstand a downturn in revenue, providing an improved safety margin for a lender. (Dictionary)

Deed Restriction

A provision written into a deed that limits the use of land. Deed restrictions usually remain in effect when title passes to subsequent owners. (Dictionary)

Depreciation

- 1) In appraising, the loss in a property value from any cause; the difference between the cost of an improvement on the effective date of the appraisal and the market value of the improvement on the same date. 2) In accounting, an allowance made against the loss in value of an asset for a defined purpose and computed using a specified method. (Dictionary)

Disposition Value

The most probable price that a specified interest in real property is likely to bring under the following conditions:

- Consummation of a sale within a exposure time specified by the client;
- The property is subjected to market conditions prevailing as of the date of valuation;
- Both the buyer and seller are acting prudently and knowledgeably;
- The seller is under compulsion to sell;
- The buyer is typically motivated;
- Both parties are acting in what they consider to be their best interests;
- An adequate marketing effort will be made during the exposure time specified by the client;
- Payment will be made in cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
- The price represents the normal consideration for the property sold, unaffected by special or creative financing or sales concessions granted by anyone associated with the sale. (Dictionary)

Easement

The right to use another's land for a stated purpose. (Dictionary)

EIFS

Exterior Insulation Finishing System. This is a type of exterior wall cladding system. Sometimes referred to as dry-vit.

Effective Date

The date at which the analyses, opinions, and advice in an appraisal, review, or consulting service apply. 2) In a lease document, the date upon which the lease goes into effect. (Dictionary)

Effective Gross Income (EGI)

The anticipated income from all operations of the real property after an allowance is made for vacancy and collection losses and an addition is made for any other income. (Dictionary)

Effective Rent

The rental rate net of financial concessions such as periods of no rent during the lease term and above- or below-market tenant improvements (TIs). (Dictionary)

EPDM

Ethylene Diene Monomer Rubber. A type of synthetic rubber typically used for roof coverings. (Dictionary)

Escalation Clause

A clause in an agreement that provides for the adjustment of a price or rent based on some event or index. e.g., a provision to increase rent if operating expenses increase; also called an expense recovery clause or stop clause. (Dictionary)

Estoppel Certificate

A statement of material factors or conditions of which another person can rely because it cannot be denied at a later date. In real estate, a buyer of rental property typically requests estoppel certificates from existing tenants. Sometimes referred to as an estoppel letter. (Dictionary)

Excess Land

Land that is not needed to serve or support the existing improvement. The highest and best use of the excess land may or may not be the same as the highest and best use of the improved parcel. Excess land may have the potential to be sold separately and is valued separately. (Dictionary)

Expense Stop

A clause in a lease that limits the landlord's expense obligation, which results in the lessee paying any operating expenses above a stated level or amount. (Dictionary)

Exposure Time

1) The time a property remains on the market. 2) The estimated length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal; a retrospective estimate based on an analysis of past events assuming a competitive and open market. (Dictionary)

Extraordinary Assumption

An assumption, directly related to a specific assignment, which, if found to be false, could alter the appraiser's

opinions or conclusions. Extraordinary assumptions presume as fact otherwise uncertain information about physical, legal, or economic characteristics of the subject property; or about conditions external to the property such as market conditions or trends; or about the integrity of data used in an analysis. (Dictionary)

Fee Simple Estate

Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat. (Dictionary)

Floor Common Area

Areas on a floor such as washrooms, janitorial closets, electrical rooms, telephone rooms, mechanical rooms, elevator lobbies, and public corridors which are available primarily for the use of tenants on that floor. (BOMA)

Full Service (Gross) Lease

A lease in which the landlord receives stipulated rent and is obligated to pay all of the property's operating and fixed expenses; also called a full service lease. (Dictionary)

Going Concern Value

- The market value of all the tangible and intangible assets of an established and operating business with an indefinite life, as if sold in aggregate; more accurately termed the market value of the going concern.
- The value of an operating business enterprise. Goodwill may be separately measured but is an integral component of going-concern value when it exists and is recognizable. (Dictionary)

Gross Building Area

The total constructed area of a building. It is generally not used for leasing purposes (BOMA)

Gross Measured Area

The total area of a building enclosed by the dominant portion (the portion of the inside finished surface of the permanent outer building wall which is 50 percent or more of the vertical floor-to-ceiling dimension, at the given point being measured as one moves horizontally along the wall), excluding parking areas and loading docks (or portions of the same) outside the building line. It is generally not used for leasing purposes and is calculated on a floor by floor basis. (BOMA)

Gross Up Method

A method of calculating variable operating expense in income-producing properties when less than 100 percent occupancy is assumed. The gross up method approximates the actual expense of providing services

to the rentable area of a building given a specified rate of occupancy. (Dictionary)

Gross Retail Sellout

The sum of the appraised values of the individual units in a subdivision, as if all of the units were completed and available for retail sale, as of the date of the appraisal. The sum of the retail sales includes an allowance for lot premiums, if applicable, but excludes all allowances for carrying costs. (Dictionary)

Ground Lease

A lease that grants the right to use and occupy land. Improvements made by the ground lessee typically revert to the ground lessor at the end of the lease term. (Dictionary)

Ground Rent

The rent paid for the right to use and occupy land according to the terms of a ground lease; the portion of the total rent allocated to the underlying land. (Dictionary)

HVAC

Heating, ventilation, air conditioning. A general term encompassing any system designed to heat and cool a building in its entirety.

Highest and Best Use

The reasonably probable and legal use of vacant land or an improved property that is physically possible, appropriately supported, financially feasible, and that results in the highest value. The four criteria the highest and best use must meet are 1) legal permissibility, 2) physical possibility, 3) financial feasibility, and 4) maximally profitability. Alternatively, the probable use of land or improved –specific with respect to the user and timing of the use—that is adequately supported and results in the highest present value. (Dictionary)

Hypothetical Condition

That which is contrary to what exists but is supposed for the purpose of analysis. Hypothetical conditions assume conditions contrary to known facts about physical, legal, or economic characteristics of the subject property; or about conditions external to the property, such as market conditions or trends; or about the integrity of data used in an analysis. (Dictionary)

Industrial Gross Lease

A lease of industrial property in which the landlord and tenant share expenses. The landlord receives stipulated rent and is obligated to pay certain operating expenses, often structural maintenance, insurance and real estate taxes as specified in the lease. There are significant regional and local differences in the use of this term. (Dictionary)

Insurable Value

A type of value for insurance purposes. (Dictionary) (Typically this includes replacement cost less basement excavation, foundation, underground piping and architect's fees).

Investment Value

The value of a property interest to a particular investor or class of investors based on the investor's specific requirements. Investment value may be different from market value because it depends on a set of investment criteria that are not necessarily typical of the market. (Dictionary)

Just Compensation

In condemnation, the amount of loss for which a property owner is compensated when his or her property is taken. Just compensation should put the owner in as good a position as he or she would be if the property had not been taken. (Dictionary)

Leased Fee Interest

A freehold (ownership interest) where the possessory interest has been granted to another party by creation of a contractual landlord-tenant relationship (i.e., a lease). (Dictionary)

Leasehold Interest

The tenant's possessory interest created by a lease. (Dictionary)

Lessee (Tenant)

One who has the right to occupancy and use of the property of another for a period of time according to a lease agreement. (Dictionary)

Lessor (Landlord)

One who conveys the rights of occupancy and use to others under a lease agreement. (Dictionary)

Liquidation Value

The most probable price that a specified interest in real property should bring under the following conditions:

- Consummation of a sale within a short period.
- The property is subjected to market conditions prevailing as of the date of valuation.
- Both the buyer and seller are acting prudently and knowledgeably.
- The seller is under extreme compulsion to sell.
- The buyer is typically motivated.
- Both parties are acting in what they consider to be their best interests.
- A normal marketing effort is not possible due to the brief exposure time.

- Payment will be made in cash in U.S. dollars or in terms of financial arrangements comparable thereto.
- The price represents the normal consideration for the property sold, unaffected by special or creative financing or sales concessions granted by anyone associated with the sale. (Dictionary)

Loan to Value Ratio (LTV)

The amount of money borrowed in relation to the total market value of a property. Expressed as a percentage of the loan amount divided by the property value. (Dictionary)

Major Vertical Penetrations

Stairs, elevator shafts, flues, pipe shafts, vertical ducts, and the like, and their enclosing walls. Atria, lightwells and similar penetrations above the finished floor are included in this definition. Not included, however, are vertical penetrations built for the private use of a tenant occupying office areas on more than one floor. Structural columns, openings for vertical electric cable or telephone distribution, and openings for plumbing lines are not considered to be major vertical penetrations. (BOMA)

Market Rent

The most probable rent that a property should bring in a competitive and open market reflecting all conditions and restrictions of the lease agreement including permitted uses, use restrictions, expense obligations; term, concessions, renewal and purchase options and tenant improvements (TIs). (Dictionary)

Market Value

The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- a. Buyer and seller are typically motivated;
- b. Both parties are well informed or well advised, and acting in what they consider their own best interests;
- c. A reasonable time is allowed for exposure in the open market;
- d. Payment is made in terms of cash in United States dollars or in terms of financial arrangements comparable thereto; and
- e. The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

Market Value As If Complete

Market value as if complete means the market value of the property with all proposed construction, conversion or rehabilitation hypothetically completed or under other specified hypothetical conditions as of the date of the appraisal. With regard to properties wherein anticipated market conditions indicate that stabilized occupancy is not likely as of the date of completion, this estimate of value shall reflect the market value of the property as if complete and prepared for occupancy by tenants.

Market Value As If Stabilized

Market value as if stabilized means the market value of the property at a current point and time when all improvements have been physically constructed and the property has been leased to its optimum level of long term occupancy.

Marketing Time

An opinion of the amount of time it might take to sell a real or personal property interest at the concluded market value level during the period immediately after the effective date of the appraisal. Marketing time differs from exposure time, which is always presumed to precede the effective date of an appraisal. (Advisory Opinion 7 of the Standards Board of the Appraisal Foundation and Statement on Appraisal Standards No. 6, "Reasonable Exposure Time in Real Property and Personal Property Market Value Opinions" address the determination of reasonable exposure and marketing time). (Dictionary)

Master Lease

A lease in which the fee owner leases a part or the entire property to a single entity (the master lease) in return for a stipulated rent. The master lessee then leases the property to multiple tenants. (Dictionary)

Modified Gross Lease

A lease in which the landlord receives stipulated rent and is obligated to pay some, but not all, of the property's operating and fixed expenses. Since assignment of expenses varies among modified gross leases, expense responsibility must always be specified. In some markets, a modified gross lease may be called a double net lease, net net lease, partial net lease, or semi-gross lease. (Dictionary)

Operating Expense Ratio

The ratio of total operating expenses to effective gross income (TOE/EGI); the complement of the net income ratio, i.e., OER = 1 – NIR (Dictionary)

Option

A legal contract, typically purchased for a stated consideration, that permits but does not require the

holder of the option (known as the optionee) to buy, sell, or lease real property for a stipulated period of time in accordance with specified terms; a unilateral right to exercise a privilege. (Dictionary)

Partial Interest

Divided or undivided rights in real estate that represent less than the whole (a fractional interest). (Dictionary)

Pass Through

A tenant's portion of operating expenses that may be composed of common area maintenance (CAM), real estate taxes, property insurance, and any other expenses determined in the lease agreement to be paid by the tenant. (Dictionary)

Potential Gross Income (PGI)

The total income attributable to real property at full occupancy before vacancy and operating expenses are deducted. (Dictionary)

Prospective Future Value Upon Completion

Market value "upon completion" is a prospective future value estimate of a property at a point in time when all of its improvements are fully completed. It assumes all proposed construction, conversion, or rehabilitation is hypothetically complete as of a future date when such effort is projected to occur. The projected completion date and the value estimate must reflect the market value of the property in its projected condition, i.e., completely vacant or partially occupied. The cash flow must reflect lease-up costs, required tenant improvements and leasing commissions on all areas not leased and occupied.

Prospective Future Value Upon Stabilization

Market value "upon stabilization" is a prospective future value estimate of a property at a point in time when stabilized occupancy has been achieved. The projected stabilization date and the value estimate must reflect the absorption period required to achieve stabilization. In addition, the cash flows must reflect lease-up costs, required tenant improvements and leasing commissions on all unleased areas.

Replacement Cost

The estimated cost to construct, at current prices as of the effective appraisal date, a substitute for the building being appraised, using modern materials and current standards, design, and layout. (Dictionary)

Reproduction Cost

The estimated cost to construct, at current prices as of the effective date of the appraisal, an exact duplicate or replica of the building being appraised, using the same materials, construction standards, design, layout, and quality of workmanship and embodying all of the

deficiencies, super-adequacies, and obsolescence of the subject building. (Dictionary)

Retrospective Value Opinion

A value opinion effective as of a specified historical date. The term does not define a type of value. Instead, it identifies a value opinion as being effective at some specific prior date. Value as of a historical date is frequently sought in connection with property tax appeals, damage models, lease renegotiation, deficiency judgments, estate tax, and condemnation. Inclusion of the type of value with this term is appropriate, e.g., "retrospective market value opinion." (Dictionary)

Sandwich Leasehold Estate

The interest held by the original lessee when the property is subleased to another party; a type of leasehold estate. (Dictionary)

Sublease

An agreement in which the lessee (i.e., the tenant) leases part or all of the property to another party and thereby becomes a lessor. (Dictionary)

Subordination

A contractual arrangement in which a party with a claim to certain assets agrees to make his or her claim junior, or subordinate, to the claims of another party. (Dictionary)

Substantial Completion

Generally used in reference to the construction of tenant improvements (TIs). The tenant's premises are typically deemed to be substantially completed when all of the TIs for the premises have been completed in accordance with the plans and specifications previously approved by the tenant. Sometimes used to define the commencement date of a lease.

Surplus Land

Land that is not currently needed to support the existing improvement but cannot be separated from the property and sold off. Surplus land does not have an independent highest and best use and may or may not contribute value to the improved parcel. (Dictionary)

Triple Net (Net Net Net) Lease

A lease in which the tenant assumes all expenses (fixed and variable) of operating a property except that the landlord is responsible for structural maintenance, building reserves, and management. Also called NNN, triple net lease, or fully net lease. (Dictionary)

(The market definition of a triple net lease varies; in some cases tenants pay for items such as roof repairs, parking lot repairs, and other similar items.)

Usable Area

The measured area of an office area, store area or building common area on a floor. The total of all the usable areas on a floor shall equal floor usable area of that same floor. The amount of floor usable area can vary over the life of a building as corridors expand and contract and as floors are remodeled. (BOMA)

Value-in-Use

The value of a property assuming a specific use, which may or may not be the property's highest and best use on the effective date of the appraisal. Value in use may or may not be equal to market value but is different conceptually. (Dictionary)

CHAPTER 4**(R) SINGLE-FAMILY RESIDENTIAL**

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14-4-101 PURPOSE AND OBJECTIVES

The Single-Family Residential Zone (R) is established to provide areas for single-family, detached dwellings on individual lots. Within the Single-Family Residential Zone are various subzones with individual criteria that have been created to address specific needs pertinent to the areas these subzones encompass.

- A. The Residential Foothill subzone is created to provide standards, guidelines, and criteria which permit reasonable development of private property while minimizing flooding, erosion, and other environmental hazards, and which protect the natural scenic character of the foothill areas, and which insure the efficient expenditure of public funds.
- B. The goals to be achieved by the Residential Foothill subzone include but are not limited to the following:
 - 1. The protection of the public from natural hazards of storm water runoff and erosion by requiring drainage facilities and the minimal removal of natural vegetation while still allowing reasonable use of the land.
 - 2. The minimizing of the threat and damages of fire in foothill areas by establishing fire protection measures.
 - 3. The preservation of natural features, wildlife habitat, and open space consistent with the provisions of this Title and State Law.

4. The preservation of legal public access to mountain areas, trails, and natural drainage channels.
 5. The preservation and enhancement of visual and environmental quality by use of natural vegetation and the prohibition of excessive excavation and terracing.
 6. The establishment of traffic circulation facilities that insure ingress and egress for vehicles including emergency vehicles into all developed areas at any time of the year with minimal cuts, fills, or visible scars.
 7. The encouragement of a variety of a development designs and concepts which are compatible with the natural terrain of the foothill areas and which will preserve open space and natural landscape and that allow a reasonable use of the land.
 8. The establishment of land use management criteria which will encourage protection of natural elements while allowing a harmonious and satisfying residential environment.
 9. Encouragement of regard for the view of the foothills as well as a view from the foothills.
 10. Public and individual personal safety.
 11. To assure that the taxpayers of Bountiful are not burdened by extraordinary costs for services attributable solely to the development of hillside areas.
- C. It is the intention of the City Council that every subdivision, lot, or parcel within the Residential Foothill subzone be developed with as little disturbance to the natural ground, with the most harmony with natural conditions, and with the greatest conformity with the purposes and requirements of this ordinance, as possible under individual circumstances. It is the finding of the City Council that all possible circumstances, and the best means of dealing with them, cannot be anticipated in the preparation of these regulations. Therefore, the City Council may, unless expressly stated to the contrary in this chapter, grant a reasonable use exception to the provisions of this chapter to implement its purposes by modifying requirements in the R-F subzone as individual circumstances may merit subject to the criteria set forth below. The provisions set forth in this chapter regarding the R-F subzone shall be the standard, but when conditions merit a reasonable exception, discretion may be exercised, even where the term "shall" is used in the regulation, in accordance with such criteria. The following findings and conclusions may justify a reasonable exception and shall be included in the record of the proceedings.
1. The proposed development is located on a lot or parcel that was legally created.
 2. There is no other reasonable use or feasible alternative to the proposed development with less impact on sensitive land areas including phasing or project implementation, change in timing of activities, setback or other variance, driveway relocation or placement of any structure.

3. The development cannot be located outside sensitive land areas due to topographic constraints of the parcel or size and/or location of the parcel in relation to the limits of sensitive land areas and a building setback, street width, or other possible variances have been reviewed, analyzed, and rejected as a feasible alternatives.
4. The proposed development does not pose a threat to the public health, safety, or welfare on or off the site, including degradation of groundwater or surface water quality, nor is it anticipated that it will damage nearby public or private property.
5. Any alteration of sensitive land areas is the minimum necessary to allow for reasonable use of the property; and the proposal reasonably mitigates impacts on sensitive land areas while still allowing reasonable use of the site.
6. The inability of the applicant to derive reasonable use of the property is not the result of actions by the applicant in unlawfully subdividing the property or adjusting a boundary line thereby creating the undevelopable condition after the effective date of this Title.

14-4-102 DEFINITIONS

See Chapter 3 of this Title for the following definitions:

AVERAGE SLOPE
 DEVELOPMENT SITE
 IMPERVIOUS MATERIAL
 NATURAL VEGETATION
 USABLE AND UNUSABLE LAND

14-4-103 PERMITTED, CONDITIONAL, AND PROHIBITED USES

Subject to the provisions and restrictions of this Title, the following principal uses and structures, and no others, are allowed either as a permitted use (P) or by Conditional Use Permit (C) in the Residential zone. Some uses may be expressly prohibited (N) in this zone. Any use not listed herein is also expressly prohibited.

Table 14-4-103

<u>Use</u>	<u>R-3, R-4 & R-F</u>	<u>R-1</u>
Accessory Dwelling Unit, as set forth in the Supplementary Development Standards chapter of this Title	C	C
Chickens and related structures as set forth in this Title	P	P
Churches, Synagogues, and Temples	P	P
Coops, barns, stalls, pens, and any other animal housing as set forth in this Title	N	P
Denominational and Private School	C	C
Domesticated Farm Animals, as set forth in this Chapter	N	P
Home Occupation, Temporary, and Seasonal Uses as set forth in this Title	P/C	P/C

<u>Use</u>	<u>R-3, R-4 & R-F</u>	<u>R-1</u>
Household Pets as set forth in this Title	P	P
Library	C	C
Multi-Family Residential Dwelling	N	N
Municipal Facility	P	P
Preschool, Group Instruction, or Daycare with eight (8) or less children, including those residing in the home	P	P
Preschool, Group Instruction, or Daycare with nine (9) to twelve (12) children, as set forth in this Title and State Licensing Requirements	C	C
Private Recreational Facility	C	C
Public or Private Cemetery	C	C
Public or Private Utility Facility	C	C
Public Recreational Facility	P	P
Public Schools	P	P
Residence for Persons with Disability as set forth in 10-9a-504 of the Utah Code	P	P
Residential Accessory Structure	P/C	P/C
Residential Facility for Elderly Persons as set forth in 10-9a-519 of the Utah Code	P	P
Schools for the Disabled	C	C
Single or Two-Family Dwelling – Existing	P	P
Single-Family Dwelling – New	P	P
Telecommunication Facility not on City Property	C	C
Telecommunication Facility on City property	P	P
Two Family Dwelling – New	N	N
Utility Lines and Rights-of-Way	P	P

14-4-104 MAXIMUM DENSITY AND MINIMUM LOT STANDARDS

Areas within the (R) Residential Zone are divided into subzones based on the maximum permitted density. The maximum density is indicated by the number following the Zone designation. For example, R-4 means Single-Family Residential with a maximum of four (4) units per acre. In addition to the maximum density requirement, each subzone has a standard for minimum lot size and buildable area. The R-F subzone (Residential - Foothill) has varying standards based on the average slope within the development or development phase, and therefore has no density marker.

- A. All structures and all other site improvements of whatever description shall be located only upon areas constituting usable land. Furthermore, all lots or parcels that are designated or zoned for residential development shall have a minimum rectangular buildable area with a length to width ratio between 2:1 and 1:2, that is located entirely on ground of less than thirty percent (30%) slope, that does not encroach into required setbacks or easements, and that meets the area requirements as outlined in this section. The minimum building pad may not be modified by Council discretion. The exact location of the minimum building pad shall be designated by the developer or owner during the approval process and shown on the subdivision plat or site plan, as applicable.

Table 14-4-104a

<u>Subzone</u>	<u>Max. Density (Units/Acre)</u>	<u>Min. Lot Size (Sq Ft)</u>	<u>Min. Buildable Area (Sq Ft)</u>	<u>Min. Lot Width (Ln. Ft)</u>
R-4	4	8,000	2,000	70
R-3	3	11,000	3,000	80
R-1	1	40,000	5,000	100

Table 14-4-104b

<u>Subzone</u>	<u>Avg. Slope</u>	<u>Max. Density (Units/Acre)</u>	<u>Min. Lot Size (Sq Ft)</u>	<u>Min. Buildable Area (Sq Ft)</u>	<u>Min. Lot Width (Ln. Ft)</u>
R-F	0 -15%	2	20,000 sq ft	6,000	100
R-F	15 - 20%	1	40,000 sq ft	6,000	120
R-F	20 - 25%	0.50	2 acres	6,000	120
R-F	25 - 30%	0.20	5 acres	6,000	120
R-F	30 - 35%	0.10	10 acres	6,000	120
R-F	35% +	0.025	40 acres	6,000	120

- B. Each lot or parcel in the (R) Zone shall have a minimum width, measured at the minimum front yard setback line, as outlined in this Title. Each lot or parcel shall also abut a public street for a minimum distance of fifty (50) feet, as measured along a line parallel to the center of the street or along the circumference of a cul-de-sac improved to City standards. For property fronting on a cul-de-sac not improved to City standards, frontage shall be calculated by measuring the linear distance between the side property lines at the tangential point of the arc.
- C. Each corner lot or parcel in the (R) Zone shall be ten (10) feet wider and ten percent (10%) larger than the minimum requirement for interior lots in the sub-zone in which it is located, except for the R-F subzone. Also, each corner lot shall meet the minimum width and frontage requirements along both street frontages. A parcel of land on a street corner may not be subdivided diagonally from the corner in order to avoid the provisions of this section.
- D. Not more than one single-family dwelling or primary building may be placed on a lot or parcel in the (R) Zone.
- E. It is unlawful to subdivide, modify, or otherwise create a residential lot that does not have the minimum required width, except for legally existing non-conforming lots. Furthermore, no residential lot may be narrower than the minimum required width at any point between the front property line and the closest point of the primary dwelling and/or the approved buildable area.
- F. A building permit shall not be issued for any type of construction on a flag lot or landlocked parcel that has not been approved by the City as a developed lot.

14-4-105 YARD AND SETBACK REQUIREMENTS

The following minimum yard requirements shall apply in the (R) Zone:

- A. Front Yard - Each lot or parcel shall have a front yard setback of not less than twenty-five (25) feet from the front lot line. Except for corner lots, where the elevation of the ground differs ten (10) feet or more from the curb level, as measured at a point fifty (50) feet from the front lot line and midway between the side lot lines, said front yard setback may be reduced to twenty (20) feet.
- B. Side Yard; Interior Lot - Each interior lot or parcel of land shall have two (2) side yards as indicated below for the sub-zone in which the lot or parcel is located:

<u>Subzone</u>	<u>Minimum Side Yard (ft)</u>	<u>Total Combined (ft)</u>
R-3, R-4, R-1	8	16
R-F	8	20

- C. Side Yard; Corner Lot - On each corner lot or parcel of land, the side yard setback contiguous to the street shall not be less than twenty (20) feet, and shall not be paved or used for vehicle parking, except for a legally constructed driveway that provides direct access to a garage or carport. The interior side yard setback shall be the same as the side yard setback for an interior lot. The twenty (20) foot street side yard extends from the minimum front yard setback to the rear property line.
- D. Side Yard; Flag Lot - A flag lot shall have a minimum side yard setback equal to the minimum required rear yard setback.
- E. Side Yard; Deep Setback - Any home that is located more than one hundred (100) feet from the front property line shall have a minimum side yard setback equal to the minimum required rear yard setback.
- F. Side Yard; Driveway - When used for vehicle access to the primary garage, carport, or parking area, an interior side yard setback shall be at least twelve (12) wide.
- G. Side Yard; Accessory Structure - No accessory structures shall be allowed in any required side yard setback.
- H. Rear Yard - Each lot or parcel shall have a rear yard setback of not less than twenty (20) feet.
- I. Rear Yard; Irregular Lot - On any lot which is not generally rectangular in shape, the required minimum rear yard setback may be an average of the distances measured from the rear corners of the main building directly to the rear property line(s). However, at no point may the main building be closer than fifteen (15) feet to the rear property line(s).
- J. Accessory Structure, Primary Use Required - An accessory structure shall not be permitted on any lot or parcel of land unless a primary structure is first constructed on the site. If the primary structure is removed and not immediately replaced, any accessory structure must also be removed. A lot or parcel shall not be subdivided such that an accessory structure is located on a lot or parcel without a primary structure.
1. Accessory Structure, Permitted Use - An accessory structure allowed as a permitted use shall meet all of the following:

- A.
 - a. The total footprint of any and all accessory structures shall not exceed ten percent (10%) of the entire lot or parcel area, and no lot or parcel shall be reduced in area after the construction of an accessory building, such that it is in violation of this provision.
 - b. An accessory structure shall meet all of the setbacks of a primary structure, or it shall be located behind the rear building line of a primary structure, and shall be setback at least three (3) feet from a rear or interior side property line, and at least twenty (20) feet from a street side yard property line.
 - c. An accessory structure shall be located at least five (5) feet from a primary structure, including eaves, bay windows, chimneys, and any other protrusion on either the accessory building or the primary structure.
 - d. No part of an accessory structure, excluding the eaves, shall be closer than twelve (12) feet to any primary dwelling on an adjacent property.
- B.
 - e. The eaves of an accessory structure shall be setback at least one (1) foot from any property line.
- C.
 - f. An accessory structure shall be designed and constructed so as to prevent roof runoff from impacting an adjacent property.
- D.
 - g. An accessory structure shall meet all applicable provisions of the International Building Code.
- E.
 - h. An accessory structure shall not encroach on any easements, recorded or otherwise.
- F.
 - i. The sidewall of an accessory structure shall not exceed fifteen (15) feet in height, as measured from the average slope of the ground to the point where the undersides of the eaves connect to the top of the sidewall. For a flat or mansard roof, the sidewall shall be measured from the average slope of the ground to the highest point of the roof, including any coping, parapet, or similar feature.
- G.
 - j. The height of an accessory structure shall not exceed twenty (20) feet.
- H.
 - 2. Accessory Structure, Conditional Use – An accessory structure may be allowed as a conditional use in accordance with the following:
 - a. The approval body shall consider the following when reviewing the proposed accessory structure:
 - i. The extent that sunlight, air, and viewsheds are obstructed/disturbed,
 - ii. The proximity to adjoining structures,
 - iii. The contour of the land, both existing and proposed,

- iv. Features peculiar to the site and the immediately adjoining properties.
 - v. The location of windows, doors, balconies, and other openings that may intrude on the privacy of adjoining property owners,
 - vi. The proposed and potential uses based on the size, configuration, and other aspects of the structure.
- b. The total building footprint of any and all accessory structures shall not exceed fifteen percent (15%) of the entire lot or parcel area, and no lot or parcel shall be reduced in area after the construction of an accessory building, such that it is in violation of this provision.
 - c. An accessory structure shall meet all of the setbacks of a primary structure, or it shall be located behind the rear building line of a primary structure, and shall be setback at least three (3) feet from a rear or interior side property line, and at least twenty (20) feet from a street side yard property line. The approving body may require an increased setback based on the criteria of 14-4-106(C.)(1.).
 - d. An accessory structure shall be located at least five (5) feet from a primary structure, including eaves, bay windows, chimneys, and any other protrusion on either the accessory building or the primary structure.
 - e. No part of an accessory structure, excluding the eaves, shall be closer than twelve (12) feet to any dwelling on an adjacent property.
 - I. f. The eaves of an accessory structure shall be setback at least one (1) foot from any property line.
 - J. g. An accessory structure shall be designed and constructed so as to prevent roof runoff from impacting an adjacent property.
 - K. h. An accessory structure shall meet all applicable provisions of the International Building Code.
 - L. i. An accessory structure shall not encroach on any easements, recorded or otherwise.
 - M. j. The sidewall of an accessory structure shall not exceed fifteen (15) feet in height, as measured from the average slope of the ground to the point where the undersides of the eaves connect to the top of the sidewall. For a flat or mansard roof, the sidewall shall be measured from the average slope of the ground to the highest point of the roof, including any coping, parapet, or similar feature.
 - N. k. The height of an accessory structure shall not exceed twenty (20) feet.

14-4-106 PROJECTIONS INTO YARDS

- A. The following structures may be erected on or project into any required yard:

1. Fences and walls in conformance with City codes or ordinances.
 2. Landscape elements, including trees, shrubs, agricultural crops and other plants.
 3. Necessary appurtenances for utility service.
- B. The structures listed below may project into a minimum front or rear yard not more than four (4) feet, and into a minimum side yard not more than two (2) feet:
1. Cornices, eaves, awnings, belt courses, sills, buttresses, or other similar architectural features.
 2. Fireplace structures and bays, provided that they are not wider than eight (8) feet, measured generally parallel to the wall of which they are a part.
 3. Stairways, balconies, door stoops, fire escapes, and planter boxes or masonry planters not exceeding twenty-four (24) inches in height.
- C. Any permanent roof or canopy attached to the main building which covers a use customarily recognized as an open, outdoor use, such as a patio, patio deck, hot tub, etc., may extend into the rear yard no further than one-half the required rear yard set-back distances, and into a front yard not more than seven (7) feet, if the following criteria are met:
1. The roof or canopy is not more than one (1) story in height.
 2. The roof or canopy is not longer than one-half (1/2) the width of the main dwelling on which it is located.
 3. The roof or canopy is entirely open on three (3) sides except for supporting columns and customary architectural features
 4. The columns supporting the roof or canopy are constructed on individual pad footings or similar design, and not on a continuous footing wall that could be used for future expansion of living space.
 5. In no instance may the additions encroach to within less than twenty (20) feet of a front or street side yard property line, or to within less than ten (10) feet of a rear property line.
- D. None of the above structures or additions may project into any side yard abutting a street on a corner lot.

14-4-107 BUILDING LOCATION AND HEIGHT

- A. No building or structure in the (R) Zone shall exceed two (2) stories or thirty-five (35) feet in height as measured at the average grade. Chimneys, flagpoles, church towers, and similar accessory elements not used for human occupancy are excluded in determining height; however, the City may limit the height of any protrusion that is found by the City Council to be a public nuisance.

- B. No building or structure in the R-F Zone may extend above the closest ridgeline of the ground, as measured on a level line perpendicular to the ridgeline. If for any reason this is not possible, then the building or structure shall be located as far away from the ridgeline as feasible.

14-4-108 DISTANCE BETWEEN BUILDINGS

The horizontal distance between any dwellings on adjacent lots shall not be less than sixteen (16) feet, excluding permitted eave extensions. The horizontal distance between any accessory building and any dwelling shall not be less than five (5) feet, as measured at any point. The horizontal distance between any accessory building or structure and any primary dwelling on an adjacent property shall not be less than twelve (12) feet, as measured at any point.

14-4-109 PERMISSIBLE LOT COVERAGE

- A. In the (R) Zone, all structures, including accessory structures, and all impervious surfaces such as driveways, sidewalks, patios, parking areas, sports courts, and pools shall not cover a total of more than sixty percent (60%) of the area of the lot or parcel of land.
- B. At least fifty percent (50%) of all required front yard, side yard, and rear yard areas shall be landscaped.
- C. For institutional uses, such as churches, private schools, and public buildings, the approving authority may increase the amount of impervious surface area to up to seventy percent (70%), if the additional hard surfacing is used to provide parking spaces beyond the minimum required.

14-4-110 PARKING, LOADING, AND ACCESS

Each lot or parcel in the (R) Zone shall have on the same lot or parcel off-street parking sufficient to comply with Chapter 18 of this Ordinance. Said spaces shall be paved with asphalt, concrete, or similar impervious surface, and shall include a paved driveway accessing a public street. Parking spaces shall not be provided within the minimum required front yard or street side yard, including driveways.

14-4-111 NON-RESIDENTIAL SITE PLAN APPROVAL

Site plan approval is required for any non-residential use in the (R) Zone per the procedures set forth in Chapter 2 of this Title.

14-4-112 LANDSCAPING

The following landscaping provisions shall apply to any developed lot or parcel in the (R) Zone:

- A. All portions of the lot not improved with structures or other impervious surfaces shall be maintained with suitable landscaping of plants, trees, shrubs, grass, and similar landscaping materials.
- B. Landscaping shall also be installed in each adjacent parkstrip to the same standards as other on-site landscaping. Asphalt, concrete, bricks, pavers, railroad ties, and other non-vegetative material are not allowed in the parkstrip area between the curb and sidewalk.

Xeriscaping is permitted in accordance with the Landscaping and Fencing chapter of this Title.

14-4-113 STORAGE OF COMMERCIAL ITEMS

The storage of commercial goods, commercial materials, or construction related items is expressly prohibited. No property in the (R) zone may be used to display or proffer items for sale except for personal items belonging to the residents of the property, and which meet the criteria for a "garage and yard sale" as set forth in the Temporary Use section of this Title.

14-4-114 WALLS AND FENCES

All walls and fences erected or maintained in the (R) Zone shall comply with the provisions of Chapter 16 of this Ordinance.

14-4-115 LOT ACCESS AND SITE LAYOUT

Each proposal to construct a primary structure more than one hundred fifty (150) feet from a public street shall be reviewed and approved by the Administrative Committee and Fire Marshall prior to receiving a building permit. Furthermore, all proposals must adhere to Section 503 of the International Fire Code, as adopted by the South Davis Metro Fire Agency and all other criteria as set forth below.

All of the following must be met before the Administrative Committee may grant approval:

- A. An access road or driveway shall be provided which meets the following standards:
1. **Surface.** An all-weather surface capable of supporting the imposed load of fire apparatus shall be provided. If constructed of asphalt, the access road or driveway shall be a minimum of two and one-half (2 1/2) inches of asphalt over a minimum of six (6) inches of compacted road base. If constructed of concrete, the access road or driveway shall have a minimum of five (5) inches of concrete over a compacted road base.

The access road or driveway shall be maintained by the property owner or possessor of the premises in good condition and repair and with adequate snow removal so as to provide free and uninhibited access by emergency service vehicles.
 2. The access road or driveway shall be a minimum of twenty (20) feet wide. Where such roadway is adjacent to required fire hydrants, the width shall be a minimum of twenty-six (26) feet within twenty (20) feet in either direction from the hydrant. Such required widths shall be unobstructed, including parking of vehicles, and shall have a minimum vertical clearance of thirteen (13) feet six (6) inches.
 3. A turn-around shall be provided at the end of the access road or driveway in accordance with the standards and specifications of Article 10 of the International Fire Code and in accordance with the minimum requirements of Figure 4-1. The minimum turning radii for all turns and/or curves shall conform to the forty-five (45) foot radius single unit truck or bus contemplated in Figure 4-4. If access

roads are not looped, then the provided dead end access road shall meet the requirements in Figure 4-2.

4. An access road or driveway shall be extended to within one hundred fifty (150) feet of all portions of the exterior walls of the first story of any building.
5. The maximum grade for access roads or driveways shall not exceed fifteen (15) percent at any point as measured along the centerline of the access road or driveway.
6. Each property owner shall identify and mark fire lanes to the satisfaction and approval of the Fire Chief. Signs shall be posted near the entrances of access roadways and driveways. Spacing and placing of signs shall be subject to the approval of the Fire Chief. Signs shall be a minimum of twelve (12) inches by eighteen (18) inches in two and one-half (2.5) inch block lettering with one-half (.5) inch stroke on a contrasting background. Signs shall read "No Parking - Fire Department Access Road".
7. The property owner or possessor of the premises shall establish the base grade of the access road or driveway before the water system is installed. The property owner or possessor shall clear the right-of-way for the water system and establish the proposed fire hydrant locations and grades by use of an offset stake. The City shall install the water system and set the fire hydrant to the grade established by the owner. If there are any changes to the access road or driveway or right-of-way areas which do not allow for a minimum of forty-two (42) inches of cover over the water line or not more than four (4) inch vertical difference between the flange of the fire hydrant and the finished surface of the access road or driveway, the owner shall be responsible for all expenses associated with the relocation or adjustment to the water system. No building lot shall be allowed or approved where the static water pressure from the City water system serving the proposed lot or lots is less than forty (40) pounds per square inch.
8. Fire Hydrants. A fire hydrant shall be installed by Bountiful City at the expense of the property owner and shall be connected by a six (6) inch water line from the water main. The hydrant shall be located in accordance with Article 10 of the International Fire Code. Fire hydrants shall be located on all required access roads or driveways as required by City Code and shall be located within five (5) feet of the required access road or driveway.

If, in the opinion of the Fire Chief, fire hydrants are vulnerable to vehicular damage, appropriate crash posts shall be required. No obstruction shall exist within a three (3) feet working area of each fire hydrant. Required crash posts shall be a four (4) inch concrete filled pipe, having a minimum of three (3) feet in height above grade, with two (2) feet of pipe below grade set in concrete. Hydrant shut-off valves shall be located no closer than five (5) feet from the hydrant and no further than twenty (20) feet.
9. Easements. The fire hydrant, water line, and access road or driveway shall be located within a public utility easement of at least twenty (20) feet in width such

that emergency and utility service vehicles and personnel have unimpeded access to the improvements. (Figure 4-3)

10. All of the required improvements shall be installed at the lot or property owner's expense.
- B. As an alternative to the access requirements described above, the Fire Marshall may approve the installation of a pressurized interior fire protection sprinkling system that complies with the minimum standards of the IRC and/or IBC, and that receives the Fire Marshall's approval.
- C. All new residential structures shall comply with the requirements of the IBC for foundation elevation on graded sites (1805.3.4 and 1805.3.5). For most approved lots, the "approved drainage facility" is the street R.O.W. On these sites, the finished grading shall direct runoff from the front yard setback to the street R.O.W. by means of the driveway or front yard grading, or as approved by the City Engineer. Driveway slopes shall have a minimum slope of two percent (2%), and a maximum slope of fifteen percent (15%), as measured along the centerline of the driveway.
- E. Downhill or reverse grade driveways must be reviewed and approved by the City Engineer. Approvals will be considered based on proximity of the lot to storm drain facilities or natural draining features such as creeks, swales or other features that convey runoff water directly to the storm drain system. Approval shall be conditional upon inclusion of the following requirements:
 - O. The driveway shall provide a minimum length of ten (10) feet of positive slope (two percent (2%) minimum) to the street R.O.W.
 - P.
 - Q. The maximum grade of the driveway shall be seven percent (7%).
 - R. The approved site plan shall include any additions or modifications to the existing storm drain system necessary to prevent erosion or impact to adjacent properties, or impact to the storm drain system.
 - S. Other requirements as determined by the City Engineer based on conditions specific to the property.

14-4-116 PARCELS OF LAND NOT IN SUBDIVISIONS WITHIN THE R-F SUBZONE

No dwelling shall be constructed on a parcel of land not included as part of an approved subdivision without City Council approval of the parcel of land as a legal building lot. In order to be approved as legal building lot, the Council must determine that the parcel meets the lot, yard, and other requirements of this Title. As part of the review process, the City Council and Planning Commission may request any information typically required for subdivision review. Also, the City Council may require that the applicant record a one lot subdivision plat for the purpose of establishing utility easements and fulfilling other provisions of this Title

14-4-117 REQUIREMENTS FOR BUILDING IN THE R-F SUBZONE

No construction, excavation, or removal of vegetation may occur on any lot or parcel in the R-F subzone until a permit has been issued, and no permit may be issued until the proposed plans

have been approved by the appropriate land use authority. The following rules apply to all building and construction in the Residential Foothill Zone.

A. Drainage and Erosion.

1. Lots shall be arranged so as to insure required setbacks from drainage channels as defined by the Army Corps of Engineers on official Flood Insurance Rate Maps.
2. Facilities for the collection of storm water runoff shall be required to be constructed on development sites and according to the following requirements:
 - a. Such facilities shall be the first improvement constructed on the hillside.
 - b. Such facilities shall be designed to retain safely and adequately the maximum expected storm water runoff for a twenty-five-year storm, as determined by Technical Paper No. 28, prepared by the U. S. Department of Commerce - Weather Bureau, for a sufficient length of time so as to prevent flooding and erosion during storm water runoff flow periods.
 - c. Such facilities shall be so designed to divert surface water away from cut surfaces or sloping surfaces of a fill.
3. Construction on a development site that may disturb vegetative cover shall be minimized between December 1 of any year and April 15 of the following year.

B. Vegetation and Re-vegetation.

1. Any area on a development site cleared of natural vegetation in the course of construction of offsite improvements shall be replanted with vegetation which, when established, shall have characteristics of erosion control equal to or exceeding the original vegetation.
2. New plantings shall be protected with organic cover.
3. The use of persons or firms having expertise in the practice of re-vegetation (i.e., licensed landscape architects or nurserymen) shall be employed to supervise the planning and installation of re-vegetation cover.
4. Vegetation shall be removed only when absolutely necessary, e.g., for the construction of buildings, roads and filled areas.
5. Vegetation shall be planted in all disturbed areas within three (3) weeks of the completion of off-site improvements or as directed by the City Engineer. Such vegetation shall be of a perennial and low combustibility nature and which, when established, shall be sufficient to stabilize the soil.

- C. Spark arresters shall be installed in every fireplace constructed indoors or outdoors. Screen openings in such arresters shall not be in excess of one-quarter (1/4) inch in diameter.

D. Grading, Cuts and Fills

1. Exposed unstable surfaces of an excavation or fill shall not be steeper than one (1) vertical to two (2) horizontal.
2. Permanent fill shall be located so that settlement, sliding, or erosion shall not damage or cover any street, curb, gutter, sidewalk, or building.
3. All fill and degrees of compaction shall comply with the standards established by the Bountiful City Engineer in accordance with applicable codes and standards adopted by the City.
4. The top or bottom edges of slopes caused by an excavation or fill up to ten (10) vertical feet shall be at least three (3) horizontal feet from the property line and/or street right-of-way lines. Cut and/or fills greater than ten (10) feet shall be setback an appropriate distance as determined by the City Engineer.
5. The maximum vertical height of any cut or fill shall be ten (10) feet, except for existing, naturally occurring, and/or man-made site anomalies. An anomaly shall mean any abnormal deviation from the natural contours of a property encompassing less than ten (10) percent of the entire parcel area or one thousand (1,000) square feet, whichever is less.
6. Any structure except a retaining wall or soil stabilization improvement shall have a setback from the crest of the cut or base of the fill of a minimum distance equal to the depth of the fill or the height of the cut, unless a structurally sound retaining wall is built for the cut or fill slope. Retaining walls may be a part of a dwelling unit.
7. The distance from any structure to the toe of a slope shall be at least the height of the slope divided by two (H/2), up to fifteen (15) feet.
8. No cut, fill, or other area of disturbance may have a finished grade exceeding two (2) horizontal feet for every one (1) vertical (a 2:1 slope). Retaining walls shall be required in any area of disturbance where the grade exceeds a 2:1 slope. Any retaining wall that is (4) feet in height or taller shall be designed by a licensed engineer and approved by the Bountiful City Engineer in accordance with applicable codes adopted by the City.
9. No retaining wall shall exceed ten (10) feet in height.

E. Streets, roadways, and private access ways shall follow as nearly as possible the natural terrain. The following additional standards shall apply:

1. At least two (2) ingress and egress routes shall be provided for each subdivision.
2. Points of access shall be provided to all developed and undeveloped areas for emergency and firefighting equipment. Any driveway located upon a lot extending from a public street shall have at any point a maximum grade of fifteen

(15) percent as measured along the centerline of the driveway, and a minimum width of twenty feet, and shall be of a sufficient width and design to admit and accommodate firefighting equipment. Any driveway to an accessory building or secondary garage may be reduced to a minimum width of ten (10) feet if the Planning Director or Building Official determines that it is not necessary for providing emergency access.

3. No cul-de-sac shall exceed six hundred (600) feet in length, and each cul-de-sac shall have a turnaround with a radius of fifty-four (54) feet. A stub street that is longer than the width or length of any adjacent single lot or that is longer than two hundred (200) feet, whichever is less, shall have a temporary turnaround at the end thereof.
4. Centerline curvatures shall not be less than one hundred (100) feet radius on any curved street pattern. Depending on the slope of the street and other site specific conditions, the City Engineer may require a larger curvature in accordance with AASHTO and other applicable standards adopted by the City.
5. Variations of street design standards developed to solve special hillside visual and functional problems may be presented to the Planning Commission for consideration. Examples of such variations may be the use of split roadways to avoid deep cuts, modifications of surface drainage treatments, or sidewalk design.
6. Any road or right-of-way for vehicular access dedicated for public use shall be subject to the following limitations:
 - a. The maximum grade of such road or right-of-ways shall be twelve (12) percent except as hereafter provided.
 - b. The City Council, after receiving a recommendation from the Planning Commission, may grant approval for the construction of a straight section of road or right-of-way having a grade exceeding twelve (12) percent, but the grade of such streets shall not, in any event, exceed fifteen (15) percent.

F. Architectural Design and Site Orientation

1. Any building proposed for construction in the Residential Foothill subzone shall use building materials and colors that blend harmoniously with the natural settings of the site. Materials such as natural woods, brick (earth colors), and stone are considered to be most appropriate.
2. The Planning Commission shall review the design and specified exterior materials and colors for all structures other than single-family dwellings. Building permits for such structures shall not be granted until building materials and colors have been approved by the Planning Commission.
3. Landscaping shall be designed and installed to maintain the natural character of foliage in the area consistent with the proposed development.

4. Any primary structure and its accompanying site improvements and accessory structures shall be located on the building pad defined and approved for the lot, but may be located outside of the minimum building pad area only if the ground is considered usable as set forth in this Title.
- G. In addition to the provisions requiring posting of an acceptable bond as set forth in the Ordinances of Bountiful, Utah, as amended, a corporate surety bond or cash bond or a letter of credit supported by a guarantee of a state or federally chartered bank or other financial institution shall be required by the City Council to guarantee the completion of public improvements such as streets, sidewalks, curb, gutter, utilities, re-vegetation projects, the stabilization of gradings, cuts, and fills and constructions of storm water runoff facilities as required in this Title. The bond shall be in an amount equal to the cost of construction of such projects and shall continue in effect for one (1) year after the completion date of such projects, improvements, or facilities.
- H. Exceptions to the requirements and provisions set forth in this Title may be approved by the City Council, provided that the developer or owner of such development can demonstrate that the requested exception:
 1. Is not detrimental or injurious to the property or improvements adjacent thereto,
 2. Is not detrimental to the general well being of the neighborhood,
 3. Is minor in its overall scope and not a major departure from the purposes and objectives of this Chapter,
 4. Does not require undue public expense for maintenance, and
 5. Does not impose an undue burden upon the public or the City.

I. Lot Access and Site Layout

Each proposal to construct a primary structure more than one hundred fifty (150) feet from a public street shall be reviewed and approved by the Administrative Committee and Fire Marshall prior to receiving a building permit. Furthermore, any proposal to construct a primary structure more than one hundred fifty (150) feet from a public street shall also include a residential fire suppression system (sprinklers), and all other criteria as set forth below. No primary residential structure may be located more than five hundred (500) feet from a public street, without exception. All measurements shall be taken from the edge of the public R.O.W. along the centerline of the driveway or private access road to the nearest point of the primary structure. All of the following must be met before the Administrative Committee may grant approval:

- A. An access road or driveway shall be provided which meets the standards outlined in Section 14-4-115. In addition all dwelling structures shall have installed at the time of construction, and keep continuously maintained, a pressurized interior fire protection sprinkling system that complies with the minimum standards of the IRC and/or IBC, and meeting the Fire Marshall's approval.

**14-4-118 SUBDIVISION AND PLANNED DEVELOPMENT REVIEW AND APPROVAL
PROCEDURE FOR THE R-F SUBZONE**

- A. Any proposed subdivision, except for a development within an approved Planned Development Overlay (PDO) zone shall require conditional use approval from the Planning Commission.
- B. Any subdivision application, including planned developments, shall include plats and/or site plans drawn to a scale of not less than one inch equals one hundred feet (1" = 100') with topographical contours drawn at two (2) foot intervals. Furthermore, all subdivision plats and site plans shall be drawn to scale by a registered land surveyor licensed to practice in the State of Utah. Said plans and plats shall provide the following information:
- a. Location of the proposed subdivision, with identification of abutting streets.
 - b. Topographic contours.
 - c. An estimate of the average slope of the proposed subdivision and of each individual lot within the subdivision.
 - d. The number of lots.
 - e. The location and size of proposed lots.
 - f. Location, width, and grade of all proposed streets, and radii of any cul-de-sacs.
 - g. Location of existing or proposed schools, churches, or parks.
- C. The following information, in addition to any other information required by City Ordinance, shall be provided. For a project of less than five (5) total acres, the City Council may accept reports conducted on adjacent properties, if the City Engineer determines that they are applicable to the subject area.
1. Report of Soil Characteristics. The term "soil characteristics" refers to data regarding the nature, distribution, and strength of soils within the project area. A Soils Report shall include:
 - a. Unified classification of all soils with an estimate of susceptibility to erosion, plasticity index, liquid limit, shrink-swell potential, and general suitability for development.
 - b. Estimate of the normal highest elevation of the seasonal high water table.
 - c. Flood history and potential including proximity to known floor plain areas and drainage channels.
 - d. Topographic contours.
 2. Report of Geologic Conditions. A Geologic Conditions Report shall include the following information:

- a. Definition of any zones of deformation with respect to active faults and other mass movements of soil and rock.
 - b. Identification of anomalies of the terrain or characteristics of the geological materials which would have any potential impact upon the use of the site.
 - c. Determination of ground water characteristics.
 - d. Written recommendation for construction of proposed improvements to avoid impact of any potential geologic hazard.
3. Grading and Drainage Report.
- a. The application for preliminary approval shall include a plan for grading and a report on the method by which surface water and natural drainage will be accompanied. The plan shall be prepared by a professional engineer licensed to practice in the State of Utah, and shall include the following information:
 - (1) Indication of existing and proposed contours.
 - (2) Indication of the present and proposed slope of each graded area.
 - (3) Location and identification (by species) of existing vegetation, and an indication of vegetation proposed for removal and re-vegetation proposal.
 - (4) Existing and proposed drainage patterns. Location of any drainage channels on the proposed site that have been identified by the State Geologist.
 - (5) Location and depth of all proposed fills and cuts.
 - (6) Description of the methods to be employed to achieve stabilization and compaction.
 - (7) Location and capacities of proposed drainage, structures, and erosion control measures.
 - (8) Computation of maximum runoff for a twenty-five year storm before and after development.
 - (9) Location of existing buildings or structures on the site and location of existing buildings and structures on adjacent properties within one hundred (100) feet of the site, or which may be affected by any proposed grading or construction operations.
 - (10) Verification of the existence and location of a six thousand (6,000) square foot building pad with required access to it.

4. The City Council and Planning Commission may attach such conditions as deemed necessary to secure the purposes as set forth in this Chapter.
- D. No construction, excavation, grading, or removal of vegetation may occur until final subdivision approval has been granted by the City Council and specific site developments have been approved by the City Engineer. Furthermore, individual lots or parcels may not be disturbed until a building permit has been issued for that lot or parcel.

14-4-119 DOMESTIC FARM ANIMALS

- A. The City recognizes that farm animals are inextricably associated with certain noise, sight, and smell nuisances that are generally unacceptable in urban areas. However, the City also recognizes the importance of maintaining its agricultural heritage and the traditional values associated with that heritage. It is with this purpose, to preserve the agricultural heritage of the community, that this section is enacted.
- B. Where permitted, the quantity of animals permitted on a property shall be determined on the basis of one hundred (100) animal points per vacant acre, (e.g., 0.50 acres x 100 = 50 animal points, 1.45 acres x 100 = 145 animal points).
- C. Vacant acreage is determined by the following. At a minimum, a residential property shall deduct 0.20 acres (approx. 8700 sq ft) per unit from the total acreage before calculating the animal allowance; (e.g., (0.50 acres – 0.20 acres) x 100 = 30 animal points; (1.45 acres – 0.20 acres) x 100 = 125 points). For a residential property where more than .20 acres is occupied by driveway, residential building footprint, garage, and areas of human occupancy and use, the actual vacant acreage available for animals shall be calculated by survey. A front yard and any minimum required yard setbacks shall not be considered vacant acreage or for animal habitat.
- D. The animals allowed in Table 14-4-119 below, and no other animals except household pets, are allowed in a permitted residential zone.

Table 14-4-119

Type of Animal	# of Points per Animal
Pigs, Cattle	Not allowed
Horses	40
Sheep, goats, llamas	25
Fowl, pigeons, rabbits	5
Raccoons, skunks, roosters, and any other nuisance animal	Not allowed
Any non-domestic animal, and any animal regulated by the State of Utah, the United States, or any of their agents	Not allowed

- E. A commercial agricultural operation is not permitted anywhere within the City of Bountiful.

- F. Coops, barns, stalls, pens, and any other animal housing structure, shall be located in conformance with the provisions of *Title 8 - Public Health* of the Bountiful City Code.

14-4-120 DWELLING UNITS CONTAINING SECOND KITCHENS

- A. Except as provided below, or in conjunction with an approved accessory dwelling unit, any dwelling in a Residential Zone shall contain only one (1) kitchen.
- B. A dwelling unit in a Residential Zone may have a second kitchen if the owners of the property have signed a Deed Restriction on the property prepared and signed by the Bountiful City Planning Director, explicitly stating that the dwelling unit shall be used only as a single family residence. A permit shall not be granted allowing a second kitchen or an existing second kitchen shall not be deemed to be authorized until the Deed Restriction has been recorded at the Davis County Recorder's office and a copy showing recording information has been filed with the Bountiful City Planning Director.
- C. A dwelling unit shall have no more than two (2) kitchens. This shall be specified in the Deed Restriction.
- D. Second kitchens shall not be allowed in dwelling units that are part of a multi-family dwelling.

Qualifications of Roland R. Robison
Managing Director
Valbridge Property Advisors | Free and Associates, Inc.



Independent Valuations for a Variable World

State Certifications

State of Utah,

Education

Business/Economics
Business Administration
Brigham Young University,

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Membership/Affiliations:

Associate Member: Appraisal Institute

Appraisal Institute & Related Courses (partial list):

Comparative Analysis
Business Ethics
Income Capitalization
G/R Eminent domain Condemnation
FHA Appraisals
Communicating Appraisers
Market Analysis/Highest and Best Use
1A2 – Basic Valuation Procedures
1A1 – RE Appraisal Principles
USPAP
Highest and Best Use and Market Analysis
Master Plan and Mixed Uses
General Applications
Basic Income Capitalization
Using HP12C Calculator
Loss Prevention for Appraisers
The New Appraisal Era
Communicating the Appraisal
FHA Appraisals
G/R Eminent Domain and Condemnation
Income Capitalization
Business Ethics
Comparative Analysis
Subdivision Analysis
Marketability Studies: Six-step Process
Supervisory Appraiser Training Course

Experience:

Managing Director

Valbridge Property Advisors | Free and Associates, Inc. (2013 - Present)

Vice President

Free and Associates, Inc. (1991 - 2013)

Market Analyses, Demographic Projections, Eminent Domain and Litigation Appraisals

Metro West (1984 - 1991)

In addition to being a Certified General appraiser, Mr. Robison's career has included the founding of *Decision Systems*, a comprehensive data based system tracking market dynamics in the housing industry. In 1998, *Decision Systems* was sold to national market consulting firm *The Meyer's Group*.

Mr. Robison is widely known as a leading expert in Utah's demographics and housing markets. He has conducted market analyses and feasibility studies on the majority of large-scale developments in Utah, including:

- Eagle Mountain
- Sanitoga Springs
- Traverse Mountain
- Suncrest
- Daybreak
- Rosecrest
- Sunbrook
- Coral Canyon
- The Lodges

His consulting assignments also include: apartment buildings, retail buildings and shopping centers, office buildings, industrial buildings, car washes, self storage, master planned communities, condominium developments, hotels and motels, residential subdivisions, and vacant land. Assignments also include many eminent domain, litigation appraisals and expert witness services.

STATE OF UTAH
DEPARTMENT OF COMMERCE
DIVISION OF REAL ESTATE

ACTIVE LICENSE

DATE ISSUED: 03/26/2014

EXPIRATION DATE: 03/31/2016

LICENSE NUMBER: 5452047-CG00

LICENSE TYPE: Certified General Appraiser

ISSUED TO: ROLAND D ROBISON
20 N MAIN STE 304
SAINT GEORGE UT 84770




SIGNATURE OF HOLDER


REAL ESTATE DIVISION DIRECTOR

Form #1

Qualifications of Gary R. Free, MAI, SRA
Senior Managing Director
Valbridge Property Advisors | Free and Associates, Inc.



Independent Valuations for a Variable World

State Certifications

State of Utah
State of Idaho
State of Wyoming
State of Nevada

Education

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Business Administration
University of Utah

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Salt Lake City, Utah 84121

Membership/Affiliations:

Member: Appraisal Institute - MAI Designation
Appraisal Institute – SRA Designation
International Right of Way Association
Utah Self Storage Association

Leadership: Appraisal Institute – Past President, Utah Chapter
Appraisal Institute – Past Regional Representative
Appraisal Institute – Past Executive Board Member, Utah Chapter
Appraisal Institute – Nonresidential Demonstration Report Grading Panel
Appraisal Institute – Southwest Region Review and Counseling committee
Utah Self Storage Association – Past President
Society of Real Estate Appraisers – Past President, Salt Lake City Chapter
Society of Real Estate Appraisers – Past Director, Salt Lake City Chapter
Society of Real Estate Appraiser – Past Board Member, Salt Lake City Chapter
University of Utah – Past Chairman of re-appraisal project for the Bureau of Economic Research

Courses Completed (partial list):

All required core classes for MAI & SRPA designation, and following continuing education:
Anatomy of an Acquisition
Appraisal and Real Estate Issues
Appraisal of Retail Properties
Appraiser as Expert Witness
Appraising the Appraisal: Appraisal Review - General
Business Practices and Ethics
Eminent Domain: New Tools & Strategies for Public Projects in Utah
Eminent Domain Update
Feasibility Analysis, Market Value & Investment Timing
Feasibility Analysis - Nonresidential
Forecasting Revenue
General Appraiser Market Analysis and Highest & Best Use

Courses Completed (partial list) – Cont'd:

Geological Concerns in Real Estate
Health Care Industry Trends & Real Estate
H.V.A.C. Systems in Commercial Buildings
Litigation Appraising: Specialized Topics and Applications
Litigation Skills for the Appraiser
Non-Residential Demo Report Writing
Partial Interests: Theory and Case Law
Property Title Concerns
Rates and Ratios: Making sense of GIMs, QARs and DCFs
Scope of Work: Expanding Your Range of Services
Self Storage: Looking at the Past – Are These Indicators
Small Hotel/Motel Valuation
Special Purpose Properties
Specialized Appraisal Issues
Subdivision Valuation
Successful Real Estate Investing
The Office Sub-Market
The Road Less Traveled: Special Purpose Properties
Using your HP 12C Financial Calculator
USPAP (at regular intervals)
Utah Department of Transportation Projects
Wasatch Front Real Estate Market

Experience:

Senior Managing Director

Valbridge Property Advisors | Free and Associates, Inc. (2013- Present)

President

Free and Associates, Inc. (1976 – Present)

President

Capital Land Management (1978 – 1980)

Appraiser (commercial & residential)


Commercial Security Bank (1974 – 1976)


Founder, in 1976 of Free and Associates, a full service, real estate appraisal and consulting firm. Qualified, through obtaining appropriate education and experience, to complete appraisals and provide consulting service on all types of commercial and residential properties. Mr. Free has served in elected offices and on boards of professional organizations such as the Appraisal Institute and the Society of Real Estate Appraisers. He is licensed in Utah, Wyoming, Idaho and Nevada, and has provided expert testimony in U.S. and District Courts.


STATE OF UTAH
DEPARTMENT OF COMMERCE
DIVISION OF REAL ESTATE

ACTIVE LICENSE

DATE ISSUED: 04/13/2015
EXPIRATION DATE: 06/30/2017
LICENSE NUMBER: 5451769-CG00
LICENSE TYPE: Certified General Appraiser
ISSUED TO: GARY R FREE
1100 E 6600 S 201
SALT LAKE CITY UT 84121




SIGNATURE OF HOLDER


REAL ESTATE DIVISION DIRECTOR

Form #2


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 Indianapolis, IN 46204
 317-687-2747

KANSAS
Valbridge Property Advisors | Shaner Appraisals, Inc.
 10990 Quivira, Suite 100
 Overland Park, KS 66210
 913-451-1451

KENTUCKY
Valbridge Property Advisors | Allgeier Company
 214 South 8th Street, Suite 200
 Louisville, KY 40202
 502-585-3851

LOUISIANA
Valbridge Property Advisors | Argote, Derbes, Graham, Shuffield & Tatje, Inc.
 512 North Causeway Boulevard
 Metairie, LA 70001
 504-833-8234

 7607 Fern Avenue, Suite 104
 Shreveport, LA 71105
 318-797-0543

MARYLAND
Valbridge Property Advisors | Lipman Frizzell & Mitchell LLC
 6240 Old Dobbin Lane, Suite 140
 Columbia, MD 21045
 410-423-2300

MASSACHUSETTS
Valbridge Property Advisors | Bullock Commercial Appraisal, LLC
 21 Muzzey Street, Suite 2
 Lexington, MA 02421
 781-852-0700

MICHIGAN
Valbridge Property Advisors | The Oetzel-Hartman Group
 2127 University Park Drive, Suite 380
 Okemos, Michigan 48864
 517-336-0001

MINNESOTA
Valbridge Property Advisors | Mardell Partners, Inc.
 120 South 8th Street, Suite 1650
 Minneapolis, MN 55402
 612-253-0850

NEVADA
Valbridge Property Advisors | Lubawy & Associates, Inc.
 3054 S. Durango Drive, Suite 100
 Las Vegas, NV 89117
 702-242-9369

NEW JERSEY
Valbridge Property Advisors | Oxford Group
 2740 Route 10 West, Suite 204
 Morria Plains, NJ 07950
 973-970-9333

 2052 Route 35, Suite 104
 Wall Township, NJ 07719
 732-807-3113

NEW YORK
Valbridge Property Advisors | Oxford Group
 424 West 33rd Street, Suite 630
 New York, NY 10001
 212-268-1113

NORTH CAROLINA
Valbridge Property Advisors | John Bosworth & Associates, LLC
 4530 Park Road, Suite 100
 Charlotte, NC 28209
 704-376-5400

Valbridge Property Advisors | Paramount Appraisal Group, Inc.
 412 E. Chatham Street
 Cary, NC 27511
 919-859-2668

OHIO
Valbridge Property Advisors | Allgeier Company
 9277 Centre Point Dr., Suite 350
 West Chester, OH 45069
 513-785-0620

Valbridge Property Advisors
 1605 W. Market Street, Suite 130
 Akron, OH 44313
 330-699-9900

 526 E. Superior Avenue, Suite 455
 Cleveland, OH 44114
 216-367-9690

OKLAHOMA
Valbridge Property Advisors | Walton Property Services, LLC
 6696 South Sheridan Road, Suite 104
 Tulsa, OK 74133
 918-712-6692

PENNSYLVANIA
Valbridge Property Advisors | Barone, Murtha, Shonberg & Associates, Inc.
 4701 Baptist Road, Suite 304
 Pittsburgh, PA 15227
 412-681-6080

Valbridge Property Advisors | Lukens & Wolf, LLC
 150 S. Warner Road, Suite 440
 King of Prussia, PA 19406
 215-945-1900

SOUTH CAROLINA
Valbridge Property Advisors | Atlantic Appraisals, LLC
 800 Main Street, Suite 220
 Hilton Head Island, SC 29926
 843-342-2302

 1290 Fairmont Avenue
 Mt. Pleasant, SC 29464
 843-884-1266

Valbridge Property Advisors | Robinson Company
 610 N. Main Street
 Greenville, SC 29601
 864-233-6277

TENNESSEE
Valbridge Property Advisors | R.K. Barnes & Associates, Inc.
 112 Westwood Place, Suite 300
 Brentwood, TN 37027
 615-369-0670

Valbridge Property Advisors | C & I Appraisal Services, Inc.
 6750 Poplar Avenue, Suite 706
 Memphis, TN 38136
 901-753-6977

Valbridge Property Advisors | Meridian Realty Advisors, LLC
 701 Broad Street, Suite 200
 Chattanooga, TN 37402
 423-265-8435

 213 Fox Road
 Knoxville, TN 37922
 865-522-2424

TEXAS
Valbridge Property Advisors | Dugger, Canaday, Grafte, Inc.
 111 Soledad, Suite 900
 San Antonio, TX 78205
 210-227-6229

Valbridge Property Advisors | The Gerald A. Teel Company, Inc.
 Two Energy Square
 4849 Greenville Avenue, Suite 1495
 Dallas, TX 75208
 214-445-1611

 974 Campbell Road, Suite 204
 Houston, TX 77024
 713-487-5858

Valbridge Property Advisors
 2731 81st Street
 Lubbock, TX 79423
 806-744-1188

UTAH
Valbridge Property Advisors | Free and Associates, Inc.
 250 South 2500 West, Suite 301
 Pleasant Grove, UT 84062
 801-402-9528

 1100 East 6980 South, Suite 201
 Salt Lake City, UT 84121
 801-262-3388

 20 North Main, Suite 304
 St. George, UT 84770
 435-773-6300

VIRGINIA
Valbridge Property Advisors | Axial Advisory Group, LLC
 656 Independence Parkway, Suite 220
 Chesapeake, VA 23320
 757-410-1222

 7400 Beaufort Springs Drive, Suite 300
 Richmond, VA 23225
 804-672-4473

 5107 Center Street, Unit 2B
 Williamsburg, VA 23188
 757-345-0010

WASHINGTON
Valbridge Property Advisors | Allen Brackett Shedd
 16728 Bothell Way, NE, Suite B
 Bothell, WA 98011
 425-450-4040

 2927 Colby Avenue, Suite 100
 Everett, WA 98201
 425-258-2611

 419 Berkeley Avenue, Suite A
 Picoast, WA 98466
 253-274-0399

 506 Second Avenue, Suite 1001
 Seattle, WA 98104
 206-209-3018

Valbridge Property Advisors | Auble, Jolicoeur & Gentry, Inc.
 7601 West Clearwater Ave., Suite 320
 Kennewick, WA 98538
 509-221-1540

 324 N. Mullan Road
 Spokane Valley, WA 99206
 509-747-0998

WISCONSIN
Valbridge Property Advisors | Vitale Realty Advisors, LLC
 12680 W. North Avenue
 Brookfield, WI 53005
 262-782-7990

City Council Staff Report

Subject: 2016 Fawn Ln. Storm Drain Repair Contract
Author: Assistant City Engineer
Department: Engineering
Date: August 31, 2016



Background

The storm drain crossing at Fawn Lane has been in trouble for several years but has not been repaired (until now) because of other failures of pipes in the storm drain system. Fortunately, the problems at the Fawn Lane crossing have not jeopardized any structures, but it has caused a failure in the road fill material that can no longer be ignored. The overall repair has been divided into two parts. This contract includes the installation of storm drain pipe, installation of a manhole, repair of the eroded area near the new manhole, and construction of 4 check dams in the channel to help reduce erosion from the runoff. The second phase of the repair will install a liner in the existing pipe under Fawn Lane. The schedule of the lining contractor is very limited, necessitating the Engineering Department's request to expedite the pipe installation and manhole construction. By completing this work quickly, the lining contractor will have the benefit of completing his work in a safe and accessible facility.

Analysis

A Bid Opening for the proposed repair was held on August 23, and proposals were received from 4 companies. The lowest price proposal was submitted by Perco Rock from Panguitch, UT. Since Perco is unknown to us, we requested and have checked references. They are currently working on a job in Eagle Mountain.

The results of the bidders are as follows:

Engineer's Estimate	\$80,250.00
Perco Rock	\$74,522.00
Leon Poulsen Construction	\$82,800.00
Beck Construction	\$98,850.00
M.C. Green	\$102,901.00

Department Review

This memo has been reviewed by the City Engineer and the Storm Water Dept. Director.

Significant Impacts

Funding for this work has been included in the Storm Water Department's Capital New Storm Drains >400' Budget.

Recommendation

- It is recommended that the Bid of Perco Rock be accepted at the unit prices noted in the Bid Tabulation.

Attachments

Bid Tabulation

Bountiful City Corp
 2016 Fawn Lane Storm Drain Repair Project
 Bid Tabulation

Bid Opening 23-Aug-16

Item	Description	Unit	Quantity	Engineers Estimate		Perco Rock		Leon Poulsen		Beck Construction		M.C. Green	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	Mobilization	Lump Sum	1	10,000.00	10,000.00	10,300.00	10,300.00	4,700.00	4,700.00	16,750.00	16,750.00	7,560.00	7,560.00
2	18" N-12 ADS	Lft	50	100.00	5,000.00	123.00	6,150.00	310.00	15,500.00	155.00	7,750.00	203.33	10,166.50
3	STA 0+38 Storm Drain Manhole	Lump Sum	1	5,000.00	5,000.00	21,488.00	21,488.00	8,300.00	8,300.00	21,500.00	21,500.00	7,614.50	7,614.50
4	Recover & Place Sediment	Cyd	300	125.00	37,500.00	51.00	15,300.00	107.00	32,100.00	63.00	18,900.00	115.00	34,500.00
5	3" Bank Run	Cyd	150	125.00	18,750.00	88.00	13,200.00	100.00	15,000.00	93.00	13,950.00	172.00	25,800.00
6	Construct Rock Check Dam	Lft	4	1,000.00	4,000.00	2,021.00	8,084.00	1,800.00	7,200.00	5,000.00	20,000.00	4,315.00	17,260.00
				80,250.00		74,522.00		82,800.00		98,850.00		102,901.00	