



Bountiful City
Planning Commission Agenda
Tuesday, July 2, 2024
6:30 p.m.

NOTICE IS HEREBY GIVEN that Bountiful City Planning Commission will hold a meeting in the Council Chambers, Bountiful City Hall, 795 South Main, Bountiful, Utah, 84010, at the time and on the date given above. The public is invited to attend. Persons who are disabled as defined by the Americans with Disabilities Act may request an accommodation by contacting the Bountiful City Planning Office at 801-298-6190. Notification at least 24 hours prior to the meeting would be appreciated.

1. Welcome and Roll Call
2. Consideration to Approve the meeting minutes from June 18, 2024
 - Review
 - Action
3. Variance Request to construct a single-family dwelling on slopes 30% or greater at 3285 South Sunset Loop
Senior Planner Corbridge
 - Review
 - Public Hearing
 - Action
4. Preliminary/Final Architectural and Site Plan Review for a change of use: retail store at 750 South Main, Suite 102
Senior Planner Corbridge
 - Review
 - Action: Recommendation to City Council

5. Preliminary/Final Architectural and Site Plan Review for a change of use: salon suites at 146 West 300 South
Assistant Planner Hadlock

- Review
- Action: Recommendation to City Council

6. Planning Director's report, update, and miscellaneous items

7. Adjourn

**Draft Minutes of the
BOUNTIFUL CITY PLANNING COMMISSION
Tuesday, June 18, 2024 – 6:30 p.m.**

Official notice of the Planning Commission Meeting was given by posting an agenda at City Hall, and on the Bountiful City Website and the Utah Public Notice Website.

City Council Chambers
795 South Main Street, Bountiful, Utah 84010

Present:	Planning Commission	Chair Lynn Jacobs, Jim Clark, Alan Bott, Beverly Ward, Krissy Gilmore, and Richard Higginson
	Planning Director	Francisco Astorga
	Assistant Planner	Jonah David Hadlock
	City Engineer	Lloyd Cheney
	City Attorney	Bradley Jeppson
	Recording Secretary	Sam Harris
Excused:	Planning Commission	Sean Monson
	Senior Planner	Amber Corbridge

1. Welcome

Chair Jacobs called the meeting to order at 6:30 p.m. and welcomed everyone.

2. Consideration to approve meeting minutes from May 21, 2024

Commissioner Higginson motioned to approve the minutes from May 21, 2024, and Commissioner Clark seconded the motion. The motion was approved with Commissioners Jacobs, Clark, Bott, Ward, and Higginson voting “aye” and Commissioner Gilmore abstained on the motion as she was not in attendance on May 21, 2024.

3. Conditional Use Permit for a Tattoo Parlor at 1455 South 500 West, Suite F

Assistant Planner Jonah David Hadlock presented the item as outlined in the packet.

Robert Reese, applicant, spoke about how he will be running his tattoo parlor as a family-minded business by being appointment-based, being closed by 6:00 p.m., and with no intentions of bringing any riffraff.

Chair Jacobs opened the Public Hearing at 6:38 p.m. John Warner, building owner, mentioned that he was quite careful in choosing a good tenant and feels he has accomplished that. Chair Jacobs closed the Public Hearing at 6:39 p.m.

Chair Jacobs questioned if they approve the Conditional Use Permit, if it is attached to the property or attached to the applicant. Planning Director Astorga confirmed and explained that it is attached to the land, not the applicant.

Commissioner Higginson motioned to approve the Conditional Use Permit for the Tattoo Parlor and Commissioner Bott seconded the motion. The motion was approved with Commissioners Jacobs, Clark, Bott, Ward, Gilmore, and Higginson voting “aye”.

4. Planning Director’s Report/Update

Planning Director Astorga gave an update on the General Plan stating that a Work Session with the City Council is coming up next week with a continuing focus on active transportation.

5. Adjourn

Chair Jacobs adjourned the meeting at 6:43 p.m.

Planning Commission Staff Report



Item: Variance Request to Construct a Single-Family Dwelling and Driveway on Slopes over 30%
Address: 3285 South Sunset Loop Rd
Author: Amber Corbridge, Senior Planner
Date: July 2, 2024

Background

The Applicant, Blair Bangerter has requested a variance on behalf of the owner to construct a single-family dwelling and access disturbing over 30% slopes at 3285 Sunset Loop Road. The subject property is a 1.76-acre parcel, Lot 107 in the Sunset Hollow Plat C (See the attached Plat Map), located in the R-F (Residential Foothill) Subzone. If granted, the requested variance would allow for construction of one (1) new single-family dwelling (see attached Preliminary Plans) at this property.

Analysis

Land Use Code 14-4-104 (A) requires development, including access, to be located on usable land, which means ground of less than thirty (30) percent slope.

Utah Code 10-9a-702 establishes the criteria for review of a variance request and stipulates the applicant “shall bear the burden of proving that all of the conditions justifying a variance have been met.” To grant a variance **each** of the following criteria must be met:

- (i) *Literal enforcement of the ordinance would cause an unreasonable hardship for the applicant that is not necessary to carry out the general purpose of the land use ordinances;*

Applicant: Lot 107 Sunset Hollow Plat C Subdivision has slope characteristics that make it an unusual challenge to ensure that all site grading is done in the areas where the existing grade is less than 30%. After attempting to comply with the ordinances Bountiful City Staff has suggested we apply for a variance. We remain committed to make every effort to keep any and all final grade modifications to the existing grades at a minimum within areas identified as having greater than 40% slope.

Staff Response: The purpose of the Residential Land Use Code is to ensure minimal disturbance to the land, especially in the Residential Foothill Subzone. This subzone is established to provide areas for single-family, detached dwellings on individual lots. Any alteration of sensitive land areas is the minimum necessary to allow for reasonable use of the property. The proposed site/grading plans for construction reasonably mitigate

impacts on sensitive land areas, while still allowing reasonable use of the site (See Attached Preliminary Plan). The proposed single-family dwelling with retaining walls is shown on buildable land. The access to the buildable area requires a driveway which would disturb the land over thirty (30) percent slope. (See Attached Slope Analysis).

Additionally, the applicant is proposing to encroach a retaining wall on the neighboring lot, which would require an easement. See the red shaded area, representing the easement, in the image below:



Staff recommends the applicant submit a copy of the recorded easement prior to building permit approval. Granting the variance would allow for access to the buildable area on the lot.

- (ii) *There are special circumstances attached to the property that do not generally apply to other properties in the same zone;*

Applicant: Other approved building lot properties in this zone generally do not have as dramatic slope consideration as does Lot 107 Sunset Hollow Plat C. This is likely why this lot has remained vacant for so long.

Staff Response: The Applicant’s property is unique to most other properties in the Single-Family Residential Zone because the front yard slopes well over thirty (30) percent across the front of the property. A driveway must be built over this slope to reach the buildable area for a structure, as shown in the attached Slope Analysis. The driveway and buildable area for a single-family dwelling requires a specific retaining

wall design, which includes various angles, steps, and terraces. The retaining wall and placement was designed to minimize land disturbance (See Attached Preliminary Plans).

(iii) *Granting the variance is essential to the enjoyment of a substantial property right possessed by other property in the same zone;*

Applicant: Lot 107 Sunset Hollow Plat C was developed and approved as a single-family building lot. This variance application is to allow a home to be constructed as other properties in the same zone have been allowed.

Staff Response: Other properties in the R-F Subzone and in this subdivision have developed single-family dwellings. Properties in the R-F Subzone with buildable lots have been granted reasonable disturbance of the slopes greater than thirty percent (30%). The variances would allow this lot to develop a single-family dwelling, which fits the character of the zoning and neighborhood.

(iv) *The variance will not substantially affect the general plan and will not be contrary to the public interest;*

Applicant: By allowing a residence to be constructed on Lot 107 Sunset Hollow Plat C with only minimum grade disturbance (if any) in the 30% slope zone, we believe the purposes of the general plan will be fulfilled and the public interest protected.

Staff Response: Granting the variances needed for the development of the proposed single-family dwelling will not have a substantial effect on the General Plan as other properties in the R-F Subzone have been treated similarly regarding development on steep slopes. It is in the City's interest to have all buildable lots developed as opposed to remaining vacant. The proposed lot has a buildable area for a single-family dwelling, and the variance is needed to allow for a driveway to access this buildable area which meets the City goals and objectives.

(v) *The spirit of the land use ordinance is observed and substantial justice done.*

Applicant: As the native existing slopes of Lot 107 Sunset Hollow Plat C are very close to 30% slope maximum, allowing only a potential minimum final grade modification observes the spirit of the land use ordinance and while providing substantial justice for the owner of the lot who only wants to fulfill their property rights by constructing a residence on it, which is its intended purpose.

Staff Response: The purpose of the Code that requires development to be located on slopes less than thirty percent (30%) is to preserve the hillside and manage runoff and erosion on properties in the foothills. The Code anticipates that there are existing lots within approved subdivisions in the R-F Subzone with special circumstances. The

variance process provides a way for these lots to be developed reasonably. The Bountiful Code 14-4-101 states that alteration of sensitive lands should be the minimum necessary to allow for reasonable use of the property. The dwelling, driveway, retaining walls, and cuts/fills are designed to preserve the sensitive land as much as possible. The plans have been through various designs and the current layout provides the most minimal disturbance possible, which still allows the property to be used.

Department Review

This variance request staff report was written by the Senior Planner and reviewed by the City Engineer, Planning Director, and City Attorney.

Significant Impacts

Granting this Variance does not create a future precedent as Variances are reviewed upon the unique conditions found on each site. The development would be a part of an existing approved subdivision plat. Impacts from the proposed development are anticipated in the design of the built sewer, storm water, culinary water, and transportation system.

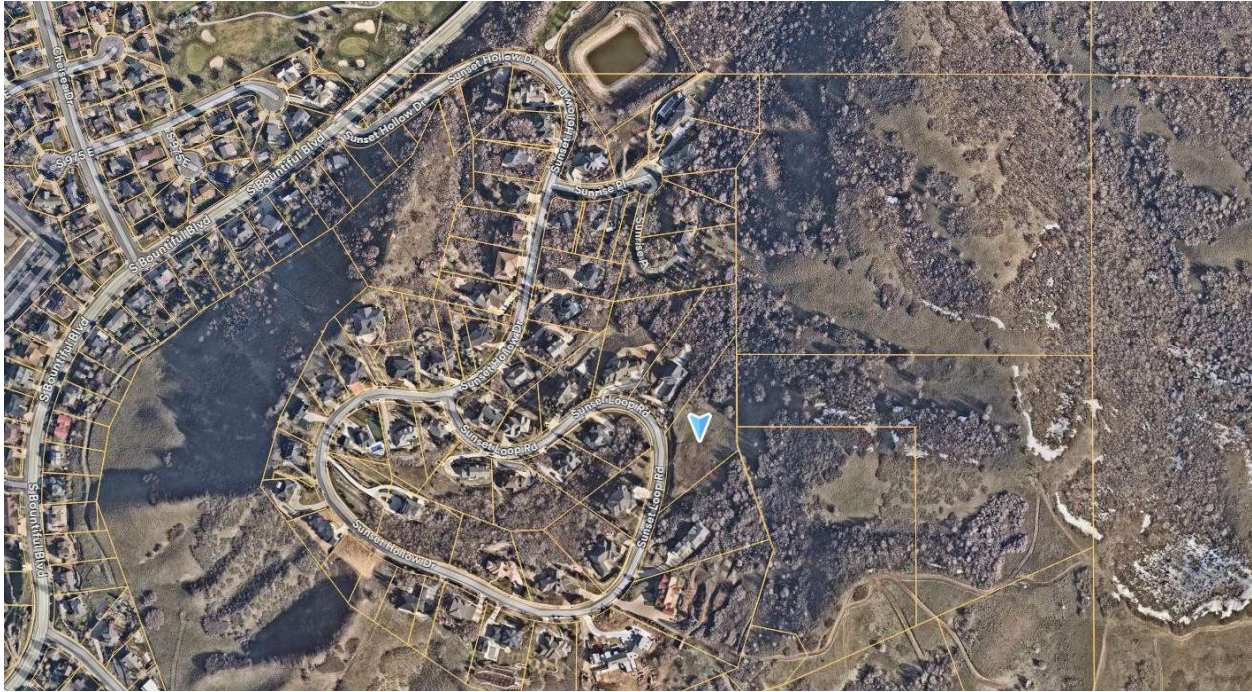
Recommendation

Based on analysis of the required criteria from State Code included in the findings above and the materials submitted by the Applicant, Staff recommends the Planning Commission review the requested Variance, hold a public hearing, and grant the requested Variances to allow for development of a single-family dwelling, subject to the applicant submitting a copy of the recorded easement between the two property owners prior to building permit approval.

Attachments

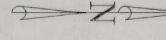
1. Aerial Photo
2. Sunset Hollow Plat C
3. Preliminary Plans
4. Slope Analysis
5. Easement Agreement to be Recorded
6. Applicant's Narrative

Recent Aerial Photo of 3285 Sunset Loop Rd

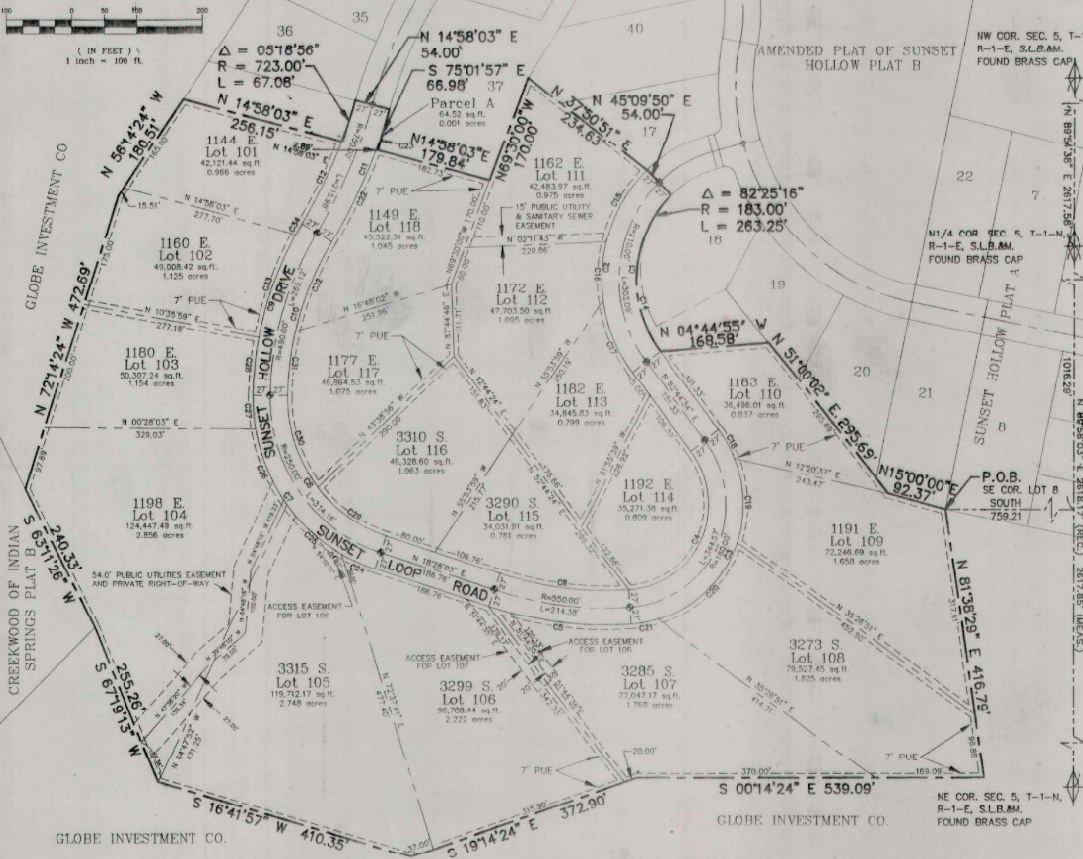


SUNSET HOLLOW PLAT C

A UTAH SUBDIVISION LOCATED IN A PORTION OF THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 1 NORTH, RANGE 1 EAST, SALT LAKE BASE & MERIDIAN, BOUNTIFUL CITY, DAVIS COUNTY, UTAH.



GRAPHIC SCALE
1 inch = 100 ft



CURVE	RADIUS	LENGTH	TANGENT	DELTA
C1	183.00	263.25	160.26	82.2516
C2	237.00	340.93	207.55	82.2516
C3	189.00	459.78	272.94	123.2330
C4	133.00	286.43	246.96	123.2330
C5	177.00	224.91	113.90	224.9059
C6	252.00	203.86	103.24	224.9059
C7	177.00	348.09	201.25	170.0000
C8	223.00	289.23	152.04	220.0000
C9	177.00	279.22	143.38	310.0000
C10	183.00	250.51	128.40	310.0000
C11	177.00	243.76	114.66	163.0000
C12	123.00	141.13	70.79	111.0000
C13	261.00	181.73	99.15	56.5354
C14	183.00	128.00	65.60	30.9247
C15	137.00	90.65	45.84	21.9453
C16	137.00	122.28	62.53	29.3342
C18	187.00	50.00	25.15	15.9111
C19	187.00	130.53	69.00	39.9240
C20	187.00	179.49	97.34	54.9242
C21	187.00	228.45	125.64	70.9242
C22	177.00	67.06	33.53	10.9242
C24	177.00	56.55	28.27	11.4146
C25	177.00	115.00	58.34	23.4713
C26	177.00	125.00	63.56	25.1120
C27	177.00	135.00	68.78	26.7527
C28	177.00	145.00	74.00	28.3934
C29	177.00	155.00	79.22	30.0341
C30	177.00	165.00	84.44	31.6748
C31	177.00	175.00	89.66	33.3155
C32	177.00	185.00	94.88	34.9562
C33	177.00	195.00	100.10	36.5969
C34	177.00	205.00	105.32	38.2376
C35	177.00	215.00	110.54	39.8783

SURVEYOR'S CERTIFICATE

I, David J. Byrd, do hereby certify that I am a registered Land Surveyor holding Certificate No. 14109 as prescribed under the laws of the State of Utah. I further certify that by authority of the Owners, I have made a survey of the tract of land shown on this Plat and described below, and have thereon laid out and located lots and streets hereafter to be known as Sunset Hollow Plat C, and that the same has been correctly surveyed and staked on the plat on this date.

8/16/24

David J. Byrd, L.S. 14109

BOUNDARY DESCRIPTION

Beginning at the Southeast corner of Lot 5, Sunset Hollow Plat "A", a recorded Subdivision, as recorded in entry no. 701048 book 1034 page 732 in the office of the Davis County Recorder; said Subdivision located in the City of Bountiful, said point and being N 85°56'00" E, 1016.29 feet along the section line and South 799.21 feet from the North Quarter Corner of Section 5, Township 1 North, Range 1 East, Salt Lake Base and Meridian and running thence N 81°35'29" E, 416.79 feet along the South line of Lot 2 of said Sunset Hollow Plat "A"; thence S 00°14'24" E, 539.09 feet; thence S 19°14'24" E, 372.90 feet; thence S 19°14'24" E, 410.35 feet; thence S 07°01'15" W, 252.00 feet to the most Northern corner of Creekwood of Indian Springs Plat "B", a recorded Subdivision in the City of Bountiful; thence S 63°17'05" W, 240.33 feet along the North line of said subdivision; thence N 72°14'24" W, 472.63 feet; thence N 56°14'24" W, 180.81 feet; thence N 14°50'03" E, 256.15 feet to a point on a 223.00 foot radius curve to the left, (radius bears S 20°16'59" W of which the central angle is 20°16'59"); thence along the arc of said curve 61.05 feet to the existing boundary line of the Amended Plat of Sunset Hollow Plat "B" as recorded in entry no. 71384 book 1056-4 in the office of the Davis County Recorder; thence along said Eastern boundary the following (C) curves, N 14°50'03" E, 54.00 feet; N 14°50'03" E, 66.88 feet; N 14°50'03" E, 179.84 feet; N 69°30'00" W, 170.00 feet; N 37°45'05" S, 234.83 feet; N 45°09'50" E, 54.00 feet to a point on the Southern lot line of Lot 16, said Amended Plat of Sunset Hollow Plat "B" Subdivision, said point also being on a 183.00 foot radius curve to the left (radius bears N 45°09'50" E of which the central angle is 82°25'16"); thence along the arc of said curve 263.25 feet; thence N 04°44'55" W, 169.58 feet; thence N 15°00'00" E, 92.37 feet to the point of beginning, 92.37 feet.

Property contains 1188,750.57 sq. ft. or 27.29 acres.

OWNER'S DEDICATION

Know all men by these presents, that we the undersigned owners of the above described tract of land, having viewed same, do hereby dedicate and devote to the use of the public all parcels of land shown on this Plat for public use, and do warrant and defend and save the City harmless against any claimants or other encumbrances on the dedicated streets which will interfere with the City's use, maintenance, and operation on the streets.

In witness whereof, we have hereunto set our hand this 16th day of August, 1924.

Ronald L. Marshall, Chairman
Sunset Hollow Plat Partnership
RONALD L. MARSHALL, MANAGING PARTNER

Charles D. Russell
CHARLES D. RUSSELL

NO WARRANTY

Bountiful City Ordinance (14-6-4014) requires that single family dwellings must be constructed on useable land (slope not exceeding 30%). By granting any approvals or permits Bountiful City does not warrant that any land upon which a structure is to be built meets this criteria.

ACKNOWLEDGEMENT

State of Utah } ss.
County of Davis }
On the 16th day of August, 1924
personally appeared before me, the undersigned Notary Public, in and for said County of Davis in said State of Utah, the signers of the above Owner's Dedication, Ronald L. Marshall and Charles D. Russell, who duly acknowledged to me that they signed it freely and voluntarily and for the uses and purposes therein stated. My commission expires 11/20/26.

Ronald L. Marshall
Charles D. Russell

COUNTY RECORDER

STATE OF UTAH } COUNTY OF DAVIS
RECORDED AND FILED AT THE REQUEST OF _____
ENTRY NO. _____ BOOK NO. _____ PAGE NO. _____
FILED THIS _____ DAY OF _____ 19 _____ AT _____ AM/PM.
FILE _____ COUNTY RECORDER

UTILITY APPROVALS
The undersigned, hereby certify that the easements required are shown hereon.

Ray Richard 8/16/24
Brent Sherman 8/16/24
Richard Adkins 8/16/24

CITY ATTORNEY APPROVAL
Approved this 16th day of August, 1924
By the Bountiful City Attorney
Ronald L. Marshall
Bountiful City Attorney

PLANNING COMMISSION APPROVAL
Approved this 18th day of August, 1924
by the Bountiful City Planning Commission
Chairman

CITY COUNCIL APPROVAL
Presented to the Bountiful City Council this 10th day of August, 1924, at which time it was approved.
Attest: City Recorder
Mayor

UTAH PROFESSIONAL ENGINEER
APPROVED this 16th day of August, 1924
By the Professional Engineer
David J. Byrd
Professional Engineer





GRAPHIC SCALE



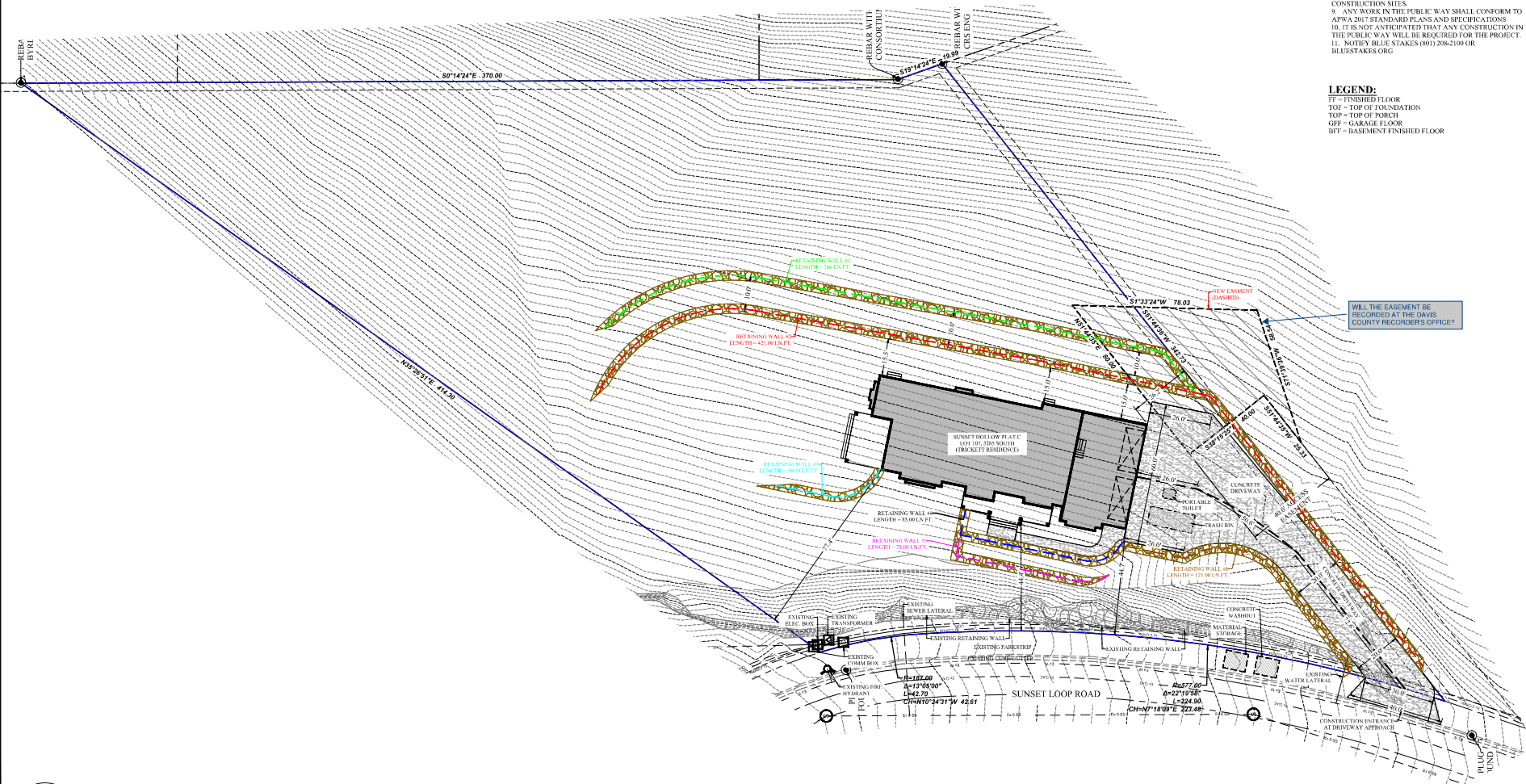
(IN FEET)
1 inch = 20 ft.

Reviewed by 06/10/2024
Bountiful Building Department
 Don Simons, Building Official
REVIEWED, NO COMMENTS.

PLAN REVIEW
 05/10/2024 5:52:52 PM
 Lloyd Cheney, Bountiful City Engineer

- NOTES:**
1. DRAINAGE SWALES SHALL BE INSTALLED ALONG THE SIDE AND REAR PROPERTY LINES AS REQUIRED. SWALES SHALL REMAIN UNALTERED AND BE MAINTAINED BY THE PROPERTY OWNER.
 2. ALL WINDOW WELLS TO BE 6" BELOW TOP OF FOUNDATION AND A MINIMUM OF 3" ABOVE FINISHED GRADE.
 3. ALL CONSTRUCTION TO BE DONE ACCORDING TO CITY STANDARDS AND SPECIFICATIONS.
 4. CONTRACTOR TO VERIFY ALL EXISTING CONDITIONS AND LOCATION OF ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION, INCLUDING THE ELEVATION OF THE SEWER LATERAL.
 5. THE GRADE AWAY FROM FOUNDATION WALLS SHALL FALL A MINIMUM OF 6 INCHES WITHIN THE FIRST 10 FEET (5.0% RAD.)
 6. ROOF DRAINAGE TO BE CONVEYED (AS MUCH AS POSSIBLE) TO THE FRONT OF THE HOUSE AND TO THE STREET.
 7. PROVIDE LANDINGS ON BOTH SIDES OF ALL EXTERIOR DOORS. LANDINGS MUST BE 36" DEEP (MIN) R311.6.2
 8. A TRASH DUMPSTER AND PORTABLE CONSTRUCTION TOILET SHALL BE PROVIDED AT ALL NEW CONSTRUCTION SITES.
 9. ANY WORK IN THE PUBLIC WAY SHALL CONFORM TO APWA 2017 STANDARD PLANS AND SPECIFICATIONS.
 10. IT IS NOT ANTICIPATED THAT ANY CONSTRUCTION IN THE PUBLIC WAY WILL BE REQUIRED FOR THE PROJECT.
 11. NOTIFY BLUE STAKES (801) 206-2109 OR: BLUESTAKES.ORG

FOCUS
 ENGINEERING AND SURVEYING, LLC
 MIDVALE, UTAH 84047 PH: (801) 352-2075
 www.focusm.com



- LEGEND:**
- FF = FINISHED FLOOR
 - TOP = TOP OF FOUNDATION
 - TOP = TOP OF PORCH
 - GFF = GARAGE FLOOR
 - BFF = BASEMENT FINISHED FLOOR

WILL THE EASEMENT BE RECORDED AT THE DAVIS COUNTY RECORDER'S OFFICE?

TRICKETT RESIDENCE
 3285 SOUTH SUNSET LOOP ROAD
 BOUNTIFUL, UTAH
 SITE PLAN

REVISION BLOCK	DATE	DESCRIPTION

SITE PLAN

Scale:	1"=20'	Sheet No.:	15
Date:	06/06/2024	City No.:	23-0010
Drawn:			

SP-1





GRAPHIC SCALE



Range Details

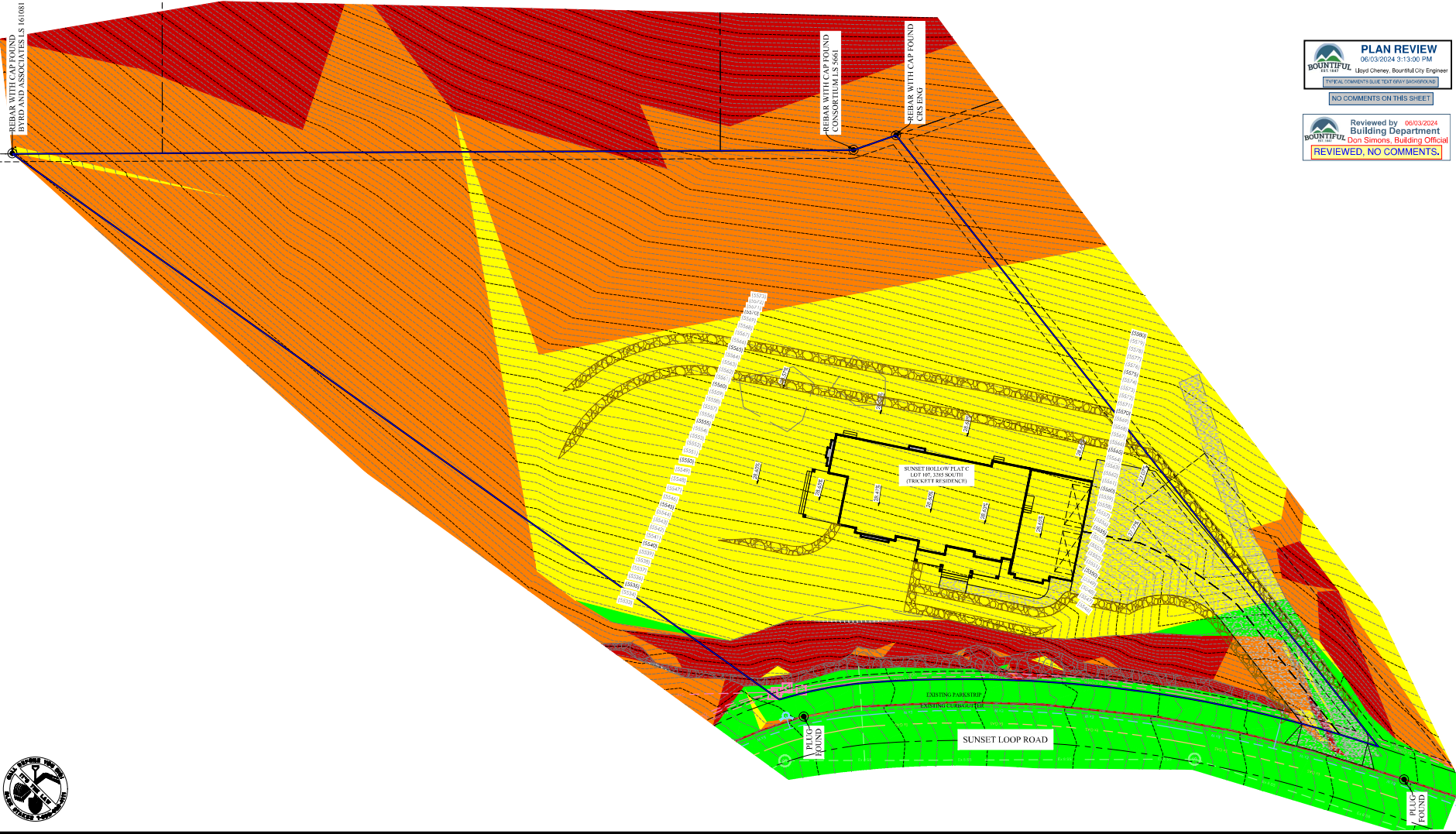
Scale scheme to fit

ID	Minimum Slope	Maximum Slope	Scheme: Reds
1	1.0000%	20.0000%	
2	20.0000%	30.0000%	
3	30.0000%	50.0000%	
4	50.0000%	200.0000%	



PLAN REVIEW
06/03/2024 3:13:00 PM
Lloyd Cheney, Bountiful City Engineer
TYPICAL COMMENTS BLUE TEXT GRAY BACKGROUND
NO COMMENTS ON THIS SHEET.

Reviewed by 06/03/2024
Building Department
Don Simons, Building Official
REVIEWED, NO COMMENTS.



TRICKETT RESIDENCE
3285 SOUTH SUNSET LOOP ROAD
BOUNTIFUL, UTAH
SLOPE ANALYSIS

REVISION BLOCK	DATE	DESCRIPTION

SLOPE ANALYSIS

DATE:	Project:	Sheet:	15
10/24/2024	TR-1	SP-1	21-96109
DRAWN:			
CHECKED:			
DATE:			



NO COMMENTS ON THIS SHEET

WHEN RECORDED, RETURN TO:

Blair Bangerter
10424 S. 2700 W.
South Jordan, Utah 84095

**ACCESS EASEMENT AND TEMPORARY CONSTRUCTION
EASEMENT AGREEMENT**

THIS RECIPROCAL ACCESS EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT AGREEMENT (“Agreement”) is made and entered into this 28th day of May, 2024, by and between **Clint J. Trickett and Susette Trickett (“Trickett”)** and **Linn J. Baker and Sharron G. Baker**, trustees of the Baker Living Trust (“Baker”) *dated March 6, 2019.*

RECITALS

- A. Trickett owns certain real property located in Bountiful, Davis County, State of Utah, and more particularly described as Lot 107, Sunset Hollow Plat C, according to the official plat thereof recorded in the records of the Davis County Recorder (“**Lot 107**”). *Tax ID # 01-201-0107*
- B. Baker owns certain real property located in Bountiful, Davis County, State of Utah, and more particularly described as Lot 106, Sunset Hollow Plat C, according to the official plat thereof in the records of the official plat thereof recorded in the records of the Davis County Recorder. (“**Lot 106**”). *Tax ID # 01-201-0106*
- C. An existing reciprocal access easement is established in the Sunset Hollow Plat C subdivision for the benefit of Lot 106 and Lot 107.
- D. In addition to the existing access easement area, a temporary construction easement area shall be added in order to make possible suitable access for a residence on Lot 107. Site grading and retaining work will need to be done inside the Access Easement Area and also in the new Temporary Construction Easement area. To satisfy the reciprocal access requirements of the properties, the parties desire to enter into this Agreement for the purpose of granting each other certain reciprocal easement rights according to the terms, conditions and restrictions set forth below.
- E. This Agreement has been prepared in connection with the obtaining of a building permit for construction of a residence on Lot 107 and will be recorded in the office of the Davis County Recorder for such purposes.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Trickett and Baker hereby agree as follows:

TERMS

1. **Revised Reciprocal Access Easement and Temporary Construction Easement.**

Subject to the terms and conditions of this Agreement, Trickett and Baker agree that in addition to the existing Access Easement Area shown on the recorded plat of the Sunset Hollow Plat C Subdivision, an additional Temporary Construction Easement Area is hereby established as follows:

TEMPORARY CONSTRUCTION EASEMENT AREA DESCRIPTION

A part Lot 106 & 107 of the Sunset Hollow Plat C, also being located in the Northeast Quarter of Section 5, Township 1 North, Range 1 East, Salt Lake Base and Meridian, located in Bountiful City, Davis County, Utah, being more particularly described as follows:

Beginning at a point located on the Northerly Access Easement for Lot 107, established by the Sunset Hollow Plat C, Subdivision, on file in the Davis County Recorder as Entry No. 1138130, BK: 1794, P: 661, recorded August 24, 1994, said point also being located S89°58'03"W 1345.88 feet along the Section line and S0°01'57"E 1361.18 feet from the Northeast Corner of Section 5, Township 1 North, Range 1 East, Salt Lake Base and Meridian (Basis of Bearing: S54°28'05"W along the Monument line of the monuments located at 3299 Sunset Loop Road & 1177 Sunset Hollow Drive); thence N51°44'35"E 80.00 feet; thence S01°33'24"W 78.03 feet; thence S71°33'05"W 58.84 feet; thence N51°44'35"E 25.33 feet; thence N38°15'25"W 40.00 feet to the point of beginning.

*(Note: Rotate above bearing 0°20'06" Clockwise to equal NAD 83 Bearings)
Containing 3,251 square feet +/-*

The Easement includes the Trickett Easement and the Baker Easement set forth in Sections 2 and 3 below. See Easement Exhibit attached herewith.

2. **Trickett Easement.** Subject to the terms and conditions of this Agreement, Baker hereby grants to Trickett a non-exclusive easement (the "Trickett Easement") over, upon and across that portion of Lot 106 shown as an Access Easement on the recorded plat of Sunset Hollow Subdivision Plat C and the Temporary Construction Easement Area legal description above for the purpose of modifying the existing grade elevations and constructing and maintaining retaining walls to facilitate suitable driveway access to Lot 107 to be approved by Bountiful City.

3. **Baker Easement.** Subject to the terms and conditions of this Agreement, Trickett hereby grants to Baker a non-exclusive easement (the "Baker Easement") over, upon and across that portion of Lot 107 described in the Access Easement legal description above solely for the purpose of providing vehicular and pedestrian ingress to, and egress from, 106 according to the terms of this Agreement.

4. **Uses and Limitations.**

(a) **Uses.** The Easements shall be limited to the uses stated in Sections 1 through and including 3 hereof, and, furthermore, the rights granted under the Easements shall be exercised in a manner so as not to unreasonably and adversely impact the use, enjoyment and development of the easement areas and the respective properties of the parties.

(b) **Construction and Maintenance of the Access Easement and Temporary Construction Easement Area Improvements.**

Notwithstanding any other provision herein, the Easement may be used for construction and maintenance of improvements in the Access Easement Area and Temporary Construction Easement Area including grading and associated cuts and fills, placement of structural and other fills, asphalt concrete or other hard roadway surface, retaining walls to improve and facilitate use of the Easement, implementation of drainage, and otherwise to improve and facilitate use of the easement and right of way.

(c) **Construction and Maintenance of Residence.** The Easement may be used for any and all construction and maintenance of a residence on Lot 107 by the owner of Lot 107 and its contractors.

(d) **No Parking Rights Granted.** Neither the Easements granted by this Agreement nor any other provision of this Agreement grants or shall otherwise give rise to any parking easement or other parking rights upon or to the owners of Lot 106 or Lot 107, on any portion of those lots that they do not own.

(e) **No Barriers or Interference.** Except and to the extent necessary (on a temporary basis) for reasonable construction, for repair and maintenance, for traffic regulation and control, and/or to prevent a public dedication or the accrual of any rights to any person or property by prescription, no fence, gate, wall, barricade or other obstruction or obstacle, whether temporary or permanent in nature, which limits or impairs the free and unimpeded use of and access to the Easement shall be constructed or erected by an owner of either Lot 106 or Lot 107.

5. **Covenants Run With Land.** This Agreement, the Easements granted hereby, and all of the covenants and provisions contained herein shall be covenants running with Lot 106 and Lot 107 respectively, shall be enforceable against all present and subsequent owners of Lot 106 and Lot 107 respectively, and: (a) are made for the direct, mutual, and reciprocal benefit of each of Lot 106 and Lot 107 as provided herein; (b) shall create equitable servitudes as provided upon Lot 106 and Lot 107 as provided herein; and (c) shall constitute covenants that run with the land, which covenants shall bind and benefit of each owner of Lot 106 and Lot 107 respectively, and all other owners which at any time acquire fee simple title to or in all or any portion of Lot 106 and Lot 107, respectively, as contemplated by this Agreement.

6. **Maintenance.** The owner of Lot 107 shall be solely responsible for the costs and expenses to construct, maintain and repair all improvements located upon and within these Easements.

7. **Indemnity by Owners.** Each owner (the “**Indemnifying Owner**”) of Lot 106 and Lot 107, respectively, agrees that such owner and its tenants and invitees shall use the Easement located upon the owner of the other lot (each an “**Indemnified Owner**”) at their own risk and each Indemnifying Owner shall hold harmless, indemnify, reimburse and defend the Indemnified Owner, its employees, officers, directors, agents, assigns, invitees and licensees, as well as the tenants and successors in interest of the Indemnified Owner upon the property of the Indemnified Owner, and their respective employees, officers, directors, licensees and invitees (collectively, the “**Indemnified Persons**”), from and against any and all loss, injury, claims, actions, judgments, penalties, fines, costs, expenses, liens, liability and damages, of any nature, to the extent arising from or relating to the use of the Easement located upon the property of the Indemnified Owner by the Indemnifying Owner or those entering upon the property of the Indemnified Owner under authority of this Agreement, including without limitation, the cost and expense to repair all damage to the real and personal property of the Indemnified Persons, or any of them, excluding normal wear by exercise of the rights granted under the Easements.

(a) **Survival.** The obligations of the parties accruing under this Section 7 shall survive any termination of this Agreement or the Easements granted hereunder.

(b) **Liability of Owners.** Each owner of either Lot 106 or Lot 107 shall be liable for the performance of all covenants, obligations and undertakings set forth in this Agreement with respect to the portion of the Easement areas owned by it which accrue during the period of such owner’s ownership of either Lot 106 or Lot 107, or portion thereof. Upon the transfer in the records of the Davis County Recorder of an owner’s entire ownership interest in such owner’s respective lot: (i) the transferee owner(s) shall automatically become obligated and liable under this Section 7 for all obligations, performance requirements and amounts which arise during the period of such owner’s ownership; and (ii) the transferor owner, if it retains no interest in the respective Lot 106 or Lot 107 after such transfer in the records of the Davis County Recorder, shall have no responsibility under this Section 7 for matters which accrue after such owner’s transfer in the records of the Davis County Recorder of all of its interest in its respective property. Each owner shall, at its cost and expense, maintain and keep those portions of the Easement areas that lie on such owner’s respective property in good condition and repair, evenly paved, reasonably free and clear of snow, rubbish, debris, and obstructions which would interfere with the easements granted under this Agreement.

8. **Not a Public Dedication.** Nothing contained in this Agreement shall be deemed to be a gift or dedication of any portion of either Lot 106 or Lot 107 for the general public or, except as expressly stated otherwise herein, for any public purposes whatsoever, it being the intention of the parties that this Agreement be strictly limited to the purposes expressed in this Agreement.

9. **Notices.** All notices and other communications provided for in this Agreement shall be in writing and shall be sufficient for all purposes if personally delivered or if sent by certified or registered U.S. mail, return receipt requested, postage prepaid, or by a commercially recognized, next business day delivery service which maintains proof of delivery, and addressed to the respective owner at the address of the residence on each respective lot or at such other address as such owner may hereafter designate by written notice to the other parties as herein provided.

If sent by mail or next business day delivery service in the form specified in this Section 9, notices and other communications under this Agreement shall be deemed to have been given and received and shall be effective when personally delivered. If sent by mail in the form specified in this Section 9, notices and other communications under this Agreement shall be deemed to have been given and received and shall be effective when deposited in the U.S. mail or when delivered to the above-described delivery service.

10. **Attorneys' Fees.** If any action is brought because of any breach of or to enforce or interpret any of the provisions of this Agreement, the party prevailing in such action shall be entitled to recover from the other reasonable attorneys' fees and court costs incurred in connection with such action, the amount of which shall be fixed by the court and made a part of any judgment rendered.

11. **General Provisions.** This Agreement shall be governed by and construed and interpreted in accordance with the laws (excluding the choice of law rules) of the State of Utah. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be valid under applicable law, but if any provision of this Agreement shall be invalid or prohibited under applicable law, such provision shall be ineffective to the extent of such invalidity or prohibition without invalidating the remainder of such provision or the remaining provisions of this Agreement. This Agreement, including the recitals and exhibits attached hereto, constitutes the entire agreement between the parties hereto relative to the subject matter hereof. Any prior negotiations, correspondence, or understandings relative to the subject matter hereof shall be deemed to be merged in this Agreement and shall be of no further force or effect. This Agreement may not be amended or modified except in a writing executed by the parties and recorded in the official records of the Salt Lake County Recorder, State of Utah. The language of this Easement Agreement shall be construed as a whole according to its fair meaning and not strictly for or against either party or any Owner on the basis of who was the drafting party.

12. **Successors and Assigns.** All provisions herein shall be binding upon and shall inure to the benefit of the parties and their respective successors in interest to Lot 106 and Lot 107 respectively, or any portion thereof.

13. **Affect of Breach.** No breach of this Agreement shall entitle any owner of the affected real property to cancel, rescind, or otherwise terminate this Agreement, but such limitation shall not affect in any manner any other rights or remedies which such owner of real property may have under this Agreement or at law or in equity by reason of any such breach.

14. **No Waiver.** Acceptance by any of the parties, or their successors or assigns, of any performance less than required hereby shall not be deemed to be a waiver of the rights of such party to enforce all of the terms and conditions hereof. No waiver of any such right hereunder shall be binding unless reduced to writing and signed by the party to be charged therewith.

15. **No Third-Party Benefits.** Except for the rights of the Indemnified Persons established in Section 15 of this Agreement, this Agreement is for the sole and exclusive benefit of the owners of Lot 6 and Lot 7 respectively, and no other person is intended to or shall have any rights hereunder.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first set forth above.

BAKER:

TRICKETT:

Linn J. Baker
Linn J. Baker, Trustee
Trust

Clint J. Trickett
Clint J. Trickett

Sharron G. Baker
Sharron G. Baker, Trustee
Trust

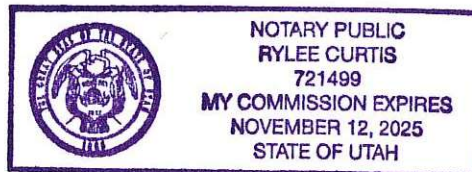
Susette Trickett
Susette Trickett

STATE OF UTAH)
: ss.
COUNTY OF DAVIS)

On this 28th day of May, 2024 personally appeared before me Linn J. Baker, who duly acknowledged to me that he executed the forgoing instrument as the Trustee of the *Linn J. Sharron Baker* Trust, and that the instrument was executed by authority of the Trust.

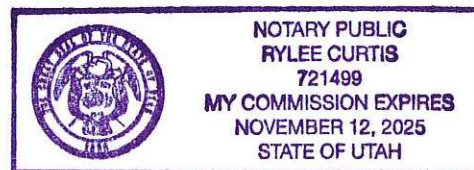
Rylee Curtis
NOTARY PUBLIC

STATE OF UTAH)
: ss.
COUNTY OF DAVIS)

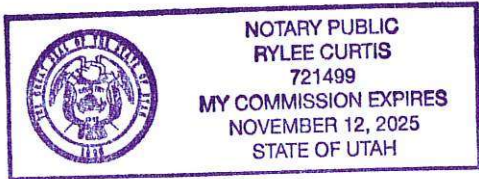


On this 28th day of May, 2024 personally appeared before me Sharron G. Baker, who duly acknowledged to me that she executed the forgoing instrument as the Trust of the *Linn J. Sharron Baker* Trust, and that the instrument was executed by authority of the Trust.

Rylee Curtis
NOTARY PUBLIC



STATE OF UTAH)
: ss.
COUNTY OF DAVIS)



On this 28th day of May, 2024 personally appeared before me Clint J. Trickett, who duly acknowledged to me that he executed the forgoing instrument.

Rylee Curtis

NOTARY PUBLIC

STATE OF UTAH)
: ss.
COUNTY OF DAVIS)



On this 28th day of May, 2024 personally appeared before me Susette Trickett, who duly acknowledged to me that she executed the forgoing instrument.

Danielle Stephens

NOTARY PUBLIC

PREPVAR24-009 - TRICKETT VARIANCE REQUEST

Statement of Intent: Our intent is to apply for a variance to be allowed to build the residence we've submitted plans and permit application for. It is our understanding that a variance is needed to make minor modifications to limited areas that have a greater than 30% existing slope as shown on the updated site plan submitted with this application.

PREPVAR24-009 - TRICKETT VARIANCE REQUEST – LITERAL ENFORCEMENT

How does the proposed variance request meet 1) literal enforcement of the ordinance would cause an unreasonable hardship for the applicant that is not necessary to carry out land use ordinance purpose:

Lot 107 Sunset Hollow Plat C Subdivision has slope characteristics that make it an unusual challenge to ensure that all site grading is done in the areas where the existing grade is less than 30%. After attempting to comply with the ordinances Bountiful City staff has suggested we apply for a variance.

We remain committed to make every effort to keep any and all final grade modifications to the existing grades at a minimum within areas identified as having greater than 40% slope.

PREPVAR24-009 - TRICKETT VARIANCE REQUEST – Special Circumstances

How does the proposed variance request meet 2) special circumstances attached to the property that do not generally apply to other properties in the same zone?

Other approved building lot properties in this zone generally do not have as dramatic slope considerations as does Lot 107 Sunset Hollow Plat C. This is likely why this lot has remained vacant for so long.

PREPVAR24-009 - TRICKETT VARIANCE REQUEST

How does the proposed variance request meet 3) granting the variance is essential to the enjoyment of a substantial property right possessed by other properties in the same zone?

Lot 107 Sunset Hollow Plat C was developed and approved as single-family dwelling building lot. This variance application is to allow a home to be constructed as other properties in the same zone have been allowed.

PREPVAR24-009 - TRICKETT VARIANCE REQUEST

How does the proposed variance request meet 4) not substantially affect the general plan and will not be contrary to the public interest?

By allowing a residence to be constructed on Lot 107 Sunset Hollow Plat C with only minimum grade disturbance (if any) in the over 30% slope zone, we believe the purposes of the general plan will be fulfilled and the public interest protected.

PREPVAR24-009 - TRICKETT VARIANCE REQUEST

How does the proposed variance request meet 5) the spirit of the land use ordinance is observed and substantial justice done?

As the native existing slopes of Lot 107 Sunset Hollow Plat C are very close to the 30% slope maximum, allowing only a potential minimum final grade modification observes the spirit of the land use ordinance and while providing substantial justice for the owner of the lot who only wants to fulfill their property rights by constructing a residence on it, which is it's intended purpose.

Planning Commission Staff Report



Subject: Preliminary/Final Architectural and Site Plan
for a Change of Use: Retail Store
Address: 750 South Main Street, Suite 102
Author: Amber Corbridge, Senior Planner
Department: Planning
Date: July 2, 2024

Background

The applicant, Robert Gaertner, with Think Celestial Bridal, is requesting a Preliminary/Final Architectural Site Plan Approval to reuse an existing space, Suite 102, in the building at 750 South Main Street. The space is approximately 1,165 square feet and the building is approximately 10,705 square feet. The previous use of the suite in the building was a personal service and now the applicant is proposing a retail store to occupy the space. The applicant states this proposal is to open a small retail business which operates as a low impact business only selling items during a scheduled appointment, and after 4:30 PM during the week taking only two clients at a time in groups of 2-3 (See Attached Narrative). The property is zoned C- G (General Commercial) where retail is listed as permitted use.

Analysis

The Bountiful Land Use Code 14-6-111 states that Site Plan Approval shall be required for any new construction or change in use in the (C) Zone.

The Planning Commission shall determine if the proposed architectural and site development plans submitted are consistent with the purpose and objectives of the Code (14-2-301). The purpose of the architectural and site plan review and approval process is:

- 1. To determine compliance with the Land Use Code*
- 2. To promote the orderly and safe development of land in the City*
- 3. To implement the policies and goals established in the Bountiful City General Plan*
- 4. To promote the orderly layout of site improvements.*

The plans have been reviewed by staff, where landscaping, parking, lighting, screening, and all other applicable standards are reviewed for compliance. There are fifty-one (51) parking stalls provided on site, where fifty-four (54) stalls would be required for all uses in the building, including the proposed use. The parking requirements for professional services and general retail are the exact same, where one (1) stall for every 200 square ft of floor area is required. The site does not currently meet the [Land Use Code 14-18-107: Parking Spaces Required](#), however as a nonconformity, the current operation of the site may continue so long as the uses and changes are not creating more nonconformity (See

[Land Use Code 14-2-402: General Provisions](#)). Additionally, the proposed use is a lower impact retail shop, which will have assigned hours of operation and would be past the normal businesses of operation for professional and personal services.

Department Review

This staff report was written by the Senior Planner and was reviewed by the City Attorney, and Planning Director.

Significant Impacts

There are minimal impacts of this proposed development on the property and surrounding uses, as the proposed use and site does not require additional parking, landscaping, or traffic flow. The existing infrastructure, such as water, sewer, culinary water, and transportation are in place to support this development.

Recommendation

Staff recommends that the Planning Commission review the Preliminary/Final Architectural and Site Plan application for the change of use at 750 South Main Street Suite 102 and forward a positive recommendation to the City Council to approve.

Attachments

1. Application Narrative
2. Floor Plan



06/10/2024

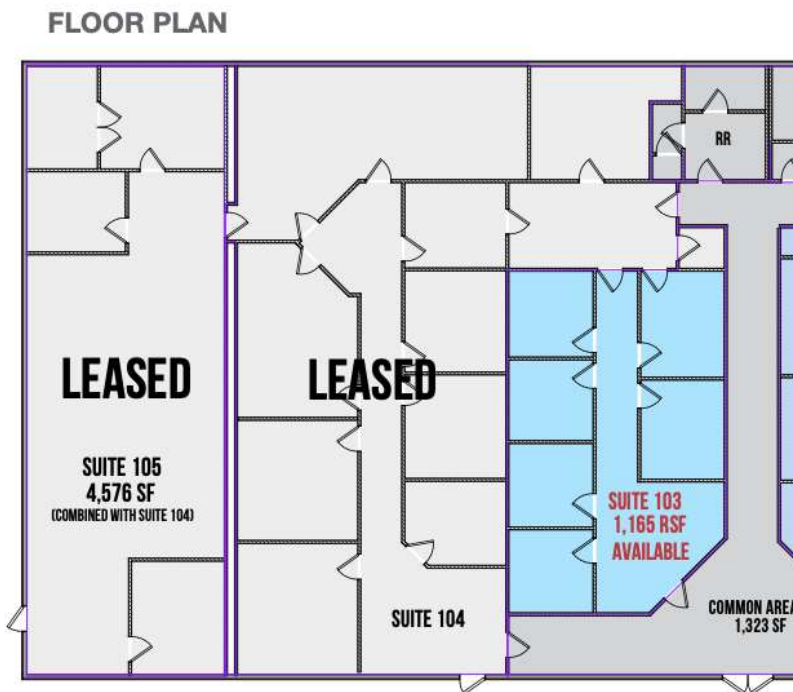
To:

Planning Department – Bountiful City

There is an intention on our part to open a small business at the following location:

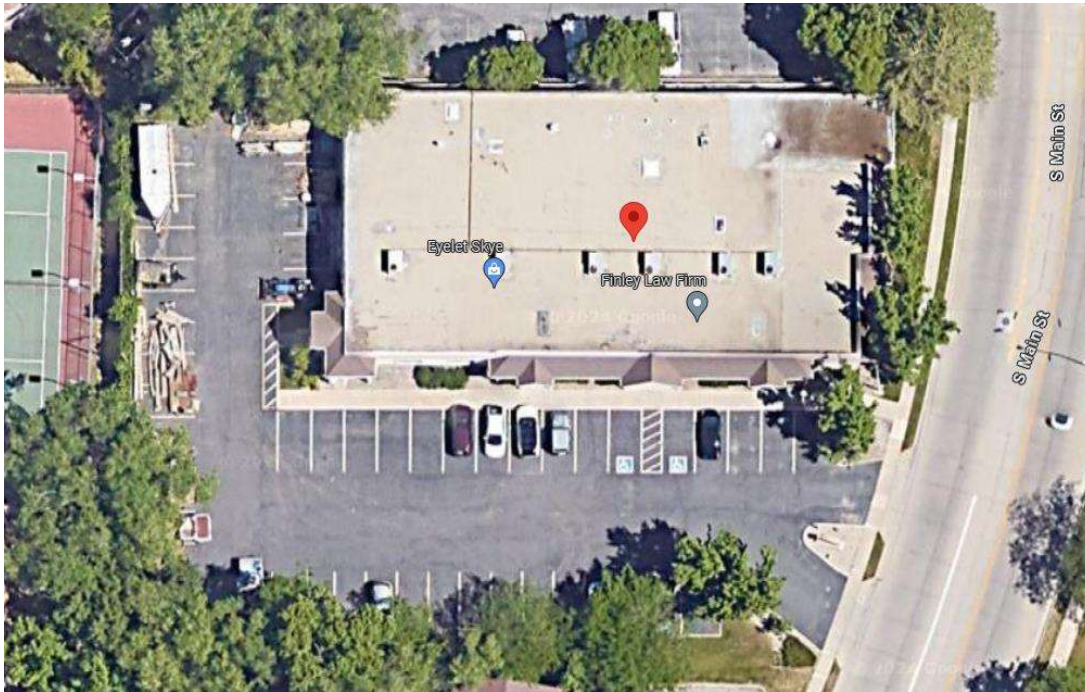
**Think Celestial Apparels, LLC
750 S Main Street, Suite # 102
Bountiful UT 84010**

Because both my wife and I work full-time during the day, we will be able to accommodate appointments only after 4:30pm due to both of us working full-time during the day. We do not anticipate having more than two customers or groups at a time (each group has 2-3 people) at any given time. As a result, we will not be open to the public like a normal retail establishment and have six offices that total **1,165 square feet** (in blue color - see exhibit A below):



There are **51 parking spaces** on the property, including two handicapped parking spaces, which will be more than enough to accommodate both our needs and those of the other tenants at the property.

I have attached a picture of the parking lot that I found on Google as well as three pictures taken at the location:



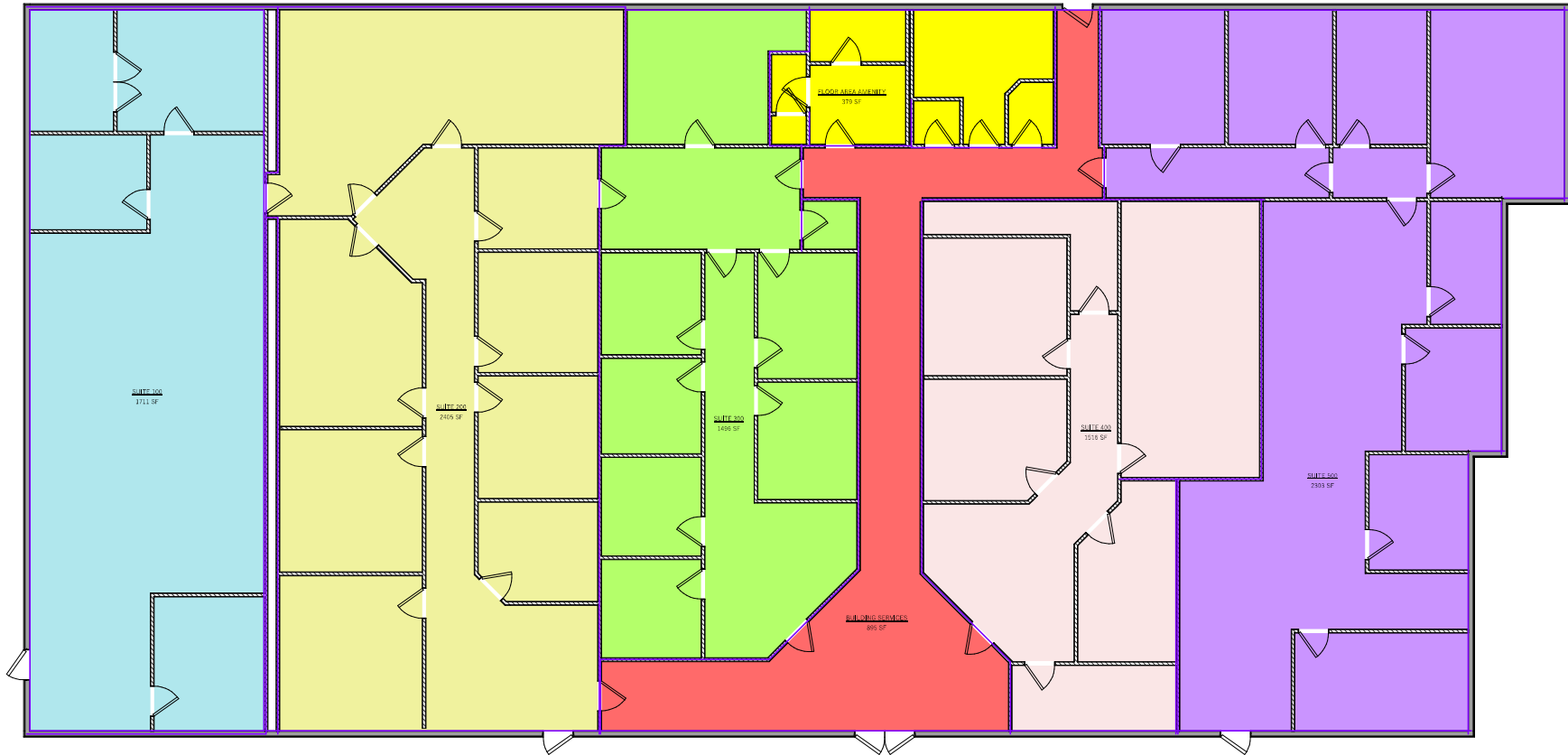


We request that you approve our request for a business license so that we can begin conducting business in our city.

Sincerely,

Rob Gaertner, business owner
(801) 638-8012

BOMA (RENTABLE)	
Name	Area
SUITE 100	1711 SF
SUITE 200	2405 SF
SUITE 300	1496 SF
SUITE 400	1516 SF
SUITE 500	2303 SF
BUILDING SERVICES	895 SF
FLOOR AREA AMENITY	379 SF



1 LEVEL 1 RENTABLE AREA PLAN
G1.0 3/16" = 1'-0"

ISSUED: FEBRUARY 21, 2020 - CURRENT REVISION

PROJECT ADDRESS

750 S MAIN STREET BOUNTIFUL

00000



Planning Commission Staff Report

Subject: Preliminary/Final Site Plan for a Change of Use from a Private School to Salon Suites
Address: 146 West 300 South
Author: Jonah David Hadlock, Assistant Planner
Department: Planning
Date: July 2, 2024

Background

The applicant, Derek Schlenker, with Loris Ventures LLC, is requesting a Preliminary/Final Site Plan approval for a change of use at 146 West 300 South. The previous use of the site was a private school. The applicant is requesting the site be used for salon suites for tenants to rent. The applicant is proposing to renovate the existing building and update parking and landscaping, such as adding more parking spaces, landscape islands in the rear, and street trees. The property is zoned C- G (General Commercial) where personal services, such as a salon, are a permitted use.

Analysis

The 2009 Land Use Master Plan provides guidance to the City regarding long-term objectives for the improvement and growth of Bountiful City. One of those objectives is to redevelop old commercial buildings that may be outdated or non-conforming with the current Land Use Code (Attachment A). Additionally, per §14-2-301(C) of the Land Use Code, the purpose of site plan approvals is “to implement the policies and goals established in the Bountiful City General Plan.” According to Davis County public records, the existing building on the property was erected in 1937. The site does not meet landscaping, parking, setbacks, layout, or design standards requirements.

Land Use Code §14-2-402 states that any changes to a noncomplying structure or site may be allowed only if the proposed alteration, modification, or change reduces and mitigates the degree of the existing nonconformity, is in harmony with the surrounding neighborhood, and is consistent with the General Plan. Although the site is nonconforming, changes to the site would need to comply with the current Land Use Code as much as physically possible. The Planning Commission shall consider whether all the following factors are reduced or mitigated, where applicable:

1. Parking
2. Landscaping
3. Aesthetics
4. Traffic and Pedestrian Circulation
5. Setback Restrictions
6. Height Restriction

Site Plan Review

The site plan submitted by the applicant (See Attachment B) has been reviewed by Staff, where setbacks, height, landscaping, screening, parking, loading, lighting, and all other applicable standards were reviewed for compliance. Staff has amended the applicant's submitted site plan to meet the current Land Use Code as much as is physically possible (See Attachment C).

Parking

When reviewing the site plan, it was determined that the specific number of parking spaces would be measured against §14-18-107(A)(29), which states that *any use not specifically listed may be determined by the land use authority based on the recommendation of the City Planner and City Engineer*. According to this standard, a minimum of twenty-four (24) parking stalls was determined by the City Engineer and City Planner as the minimum required. The following items were taken into consideration during the review process:

- i. the non-conforming nature of the site;
- ii. size requirements for parking stalls;
- iii. requirements for access to an onsite dumpster;
- iv. requirements for one (1) ADA stall for every twenty-five (25) stalls; and
- v. current landscaping requirements (discussed below).

Given the limitations of the site consisting of the existing conditions, the applicant proposes a minimum of twenty-three (23) stalls per the submitted site plan based on the number, size, and placement of parking stalls, the location of the dumpster, and the width of the drive aisles outlined the proposal order to meet the current Land Use Code as much as is physically possible. Staff does not find it necessary to have the applicant submit a parking study per 14-18-104(E) which would allow the reduction of one (1) parking space based on the staggered operational shifts, as indicated in the code simply based on the minimal difference.

Landscaping

The proposed site plans illustrate that it is not physically possible to meet both the current parking requirements and landscaping requirements. As such, Staff determined that meeting the parking requirements should take precedence over the landscaping requirements to reduce on-street parking and other impacts on street traffic and the surrounding neighborhood.

Per §14-6-109, all sites in the C-G (General Commercial) Zone require a minimum of fifteen percent (15%) of the property to be landscaped. The existing site currently has approximately five percent (5%) of the property landscaped. The applicant's site plan shows a proposed increase to twelve percent (12%) landscaping with the addition of landscaping on the northwest and northeast corners; in an island in the middle of the parking lot; and behind the dumpster in the rear.

As determined by §14-6-109(5), a ten-foot (10) landscaping buffer is required between all commercial properties and residential properties. The applicant's submittal indicates no plans to add a buffer on the north side of the property.

To reduce the heat island effect and to beautify the property, the applicant proposes that landscaping be installed in the middle of the parking lot. Per §14-18-108(A), the size of parking stalls that front onto a dedicated, improved landscape area may be reduced. This recommendation will add landscaping and allow for more parking spaces to comply with the required twenty-four-foot (24) drive aisles.

As part of the additional landscaping standards, the proposal includes seven (7) additional trees and some additional shrubs in accordance with §14-16-109(A). The minimum requirement is five (5) trees and seventeen (17) shrubs in total for this site.

Lighting

The applicant has indicated that no changes to outdoor lighting are anticipated. Staff recommends that the applicant provide a photometric plan that meets the requirements in §14-16-111(H), which states the following:

Outdoor lighting shall be directed downward by means of prismatic lens, deflector, or other shading device to avoid projecting onto adjacent properties or streets. No flashing lights shall be allowed except for seasonal decoration allowed by this Title.

Additionally, Staff recommends that the photometric plan include parking and additional street lighting to be fixed to the exterior of the building to provide additional light at night, specifically three (3) on the north exterior wall and one (1) to three (3) on the south exterior wall.

Department Review

This staff report was written by the Assistant Planner and was reviewed by the Senior Planner, City Attorney.

Significant Impacts

There are minimal impacts of this proposed redevelopment on the property and surrounding uses as the proposed use is improving the site by adding more landscaping and renovating the outdated building. The existing infrastructure, such as water, sewer, culinary water, and transportation, is in place to support this redevelopment.

Recommendation

Staff recommends that the Planning Commission review the Staff-proposed Preliminary/Final Site Plan for a Change of Use from a private school to a Salon at 146 West 300 South, and forward a positive recommendation to the City Council for approval, subject to the following:

1. Submitting and adhering to a photometric plan as proposed by Staff; and
2. Meeting all other Staff review comments and Land Use Authority requirements.

Note: Final approval and building permits will be granted when all conditions are met and approved by the Land Use Authority.

Attachments

1. 2009 Land Use Master Plan
2. Proposed Site Proposal
3. Applicant's Parking Proposal
4. Floor Plan

2009 Land Use Master Plan

Action: Amend the Bountiful Land Use Ordinance to implement the proposed TDR program.

Action: Adopt an ordinance to limit large hillside developments to PUD's within 1 year.

Issue: Changes in development patterns and population. The Bountiful City population is aging significantly, which has a direct impact on development patterns and land uses. There is a growing need for elderly living developments, and a trend of older residents moving from east bench single-family homes to condominiums and apartments in the lower, flatter areas of the City.

Goal: Study and identify areas that could be developed with mixed housing types that would attract people of all ages, within 2 years

Action: Amend PUD ordinance to require 2 acre minimum

Action: Rezone appropriate areas to the RM-7 zone which could be used to create mixed single-family/multi-family developments

Goal: Construct 200 new senior friendly housing units within the next 5 years

Action: Work with developers to identify and construct age restricted units that are either single level or with elevators

Goal: Mix senior friendly housing units within existing neighborhoods in the areas west of Orchard Dr.

Action: Identify areas within single-family zones that are dilapidated and that would benefit from redevelopment

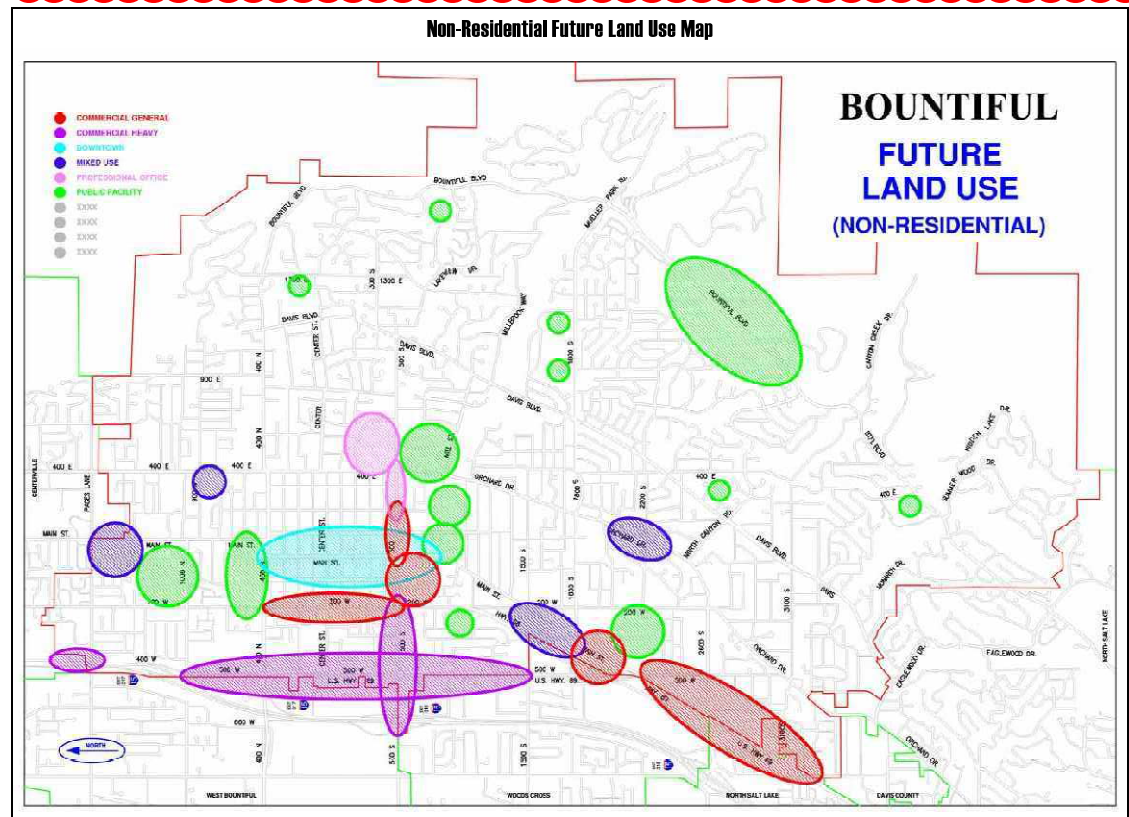
Goal: Create a redevelopment plan for the area near Orchard Dr. and 2200 South.

Improving existing old commercial buildings applies to this project.

Issue: Commercial areas are old and need to be redeveloped. Much of the existing commercial development in Bountiful originally occurred in the 1960's

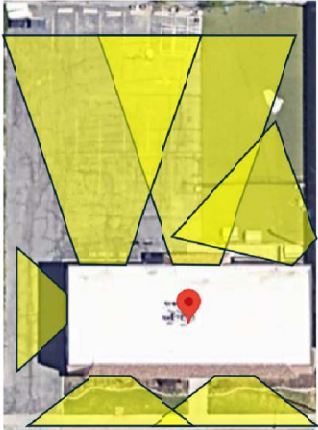
and 70's, and is located on old residential lots that fronted onto 500 West/Hwy 89, 500 South, and 200 West. As a result, many of the developments suffer from functional and physical obsolescence.

Goal: Identify properties that have substantial challenges and could be redeveloped within the next 1 year

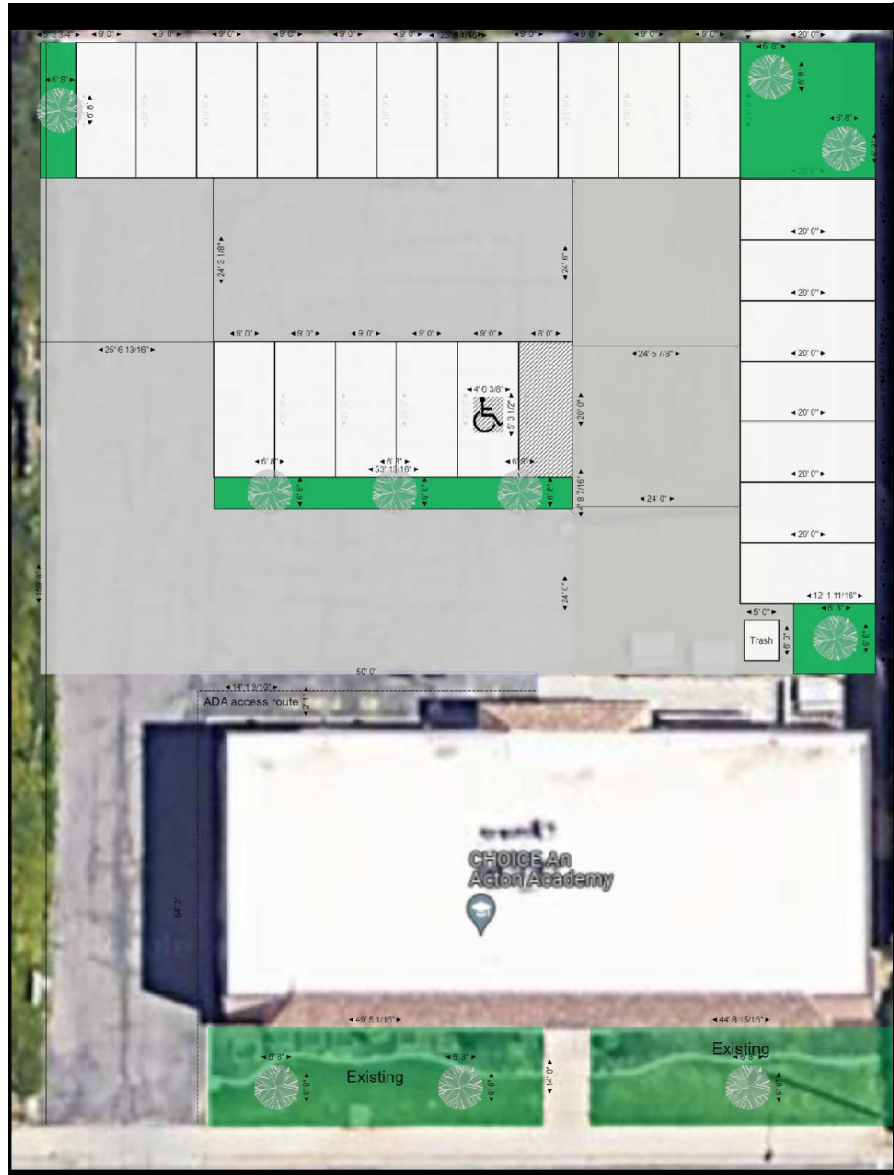


Applicant's submitted site plan. 146 West 300 South Street
Bountiful, UT 84010

Exterior Lighting Plan



All lighting will be angled and deflected as to not shine directly onto any neighboring property



1 SITE PLAN Scale: 3/32" = 1'-0"



PARKING STALLS REQUIRED
14-18-107(A)(29): 24 STALLS MINIMUM FOR PROPOSED USE APPROVED BY PLANNING AND ENGINEERING - 23 STALLS ADDED AS 24 PROHIBITS LANDSCAPING AREAS

REQUIRED PARKING SPACES FOR THE DISABLE 1
PARKING SPACES FOR THE DISABLED 1

ADA parking stall to ADA entrance to comply with ICC A117.1 - 403.3 "The running slope of walking surfaces shall not be steeper than 1:20. The cross slope of a walking surface shall not be steeper than 1:48"

All trees will adhere to 14-16-117, 1" caliper north of the building and 2" caliper south of the building

Trash dumpster will have concrete bollards to protect from vehicles

LANDSCAPING REQUIRED
15% REQUIRED FOR TOTAL SITE
Given site constraints of the building and parking needs, 15% is not feasible. Site will be improved from 7% to 11-12% landscaping.

	SQFT	% of total
Existing Landscaping area	1370	7.0%
New Landscaping Area	872	4.5%
Total Landscaped area	2242	11.5%
Total lot area	19459	100.0%

LAWN AREAS IN ALL DEVELOPMENTS SHALL NOT EXCEED TWENTY PERCENT (20%) OF THE TOTAL LANDSCAPE AREAS.

5 TREES REQUIRED IN ADDITION TO THE FRONT YARD TREES, + 7 ARE PROPOSED 17 SHRUBS ARE REQUIRED

Description	Date

146 West 300 South Street
Bountiful, UT 84010

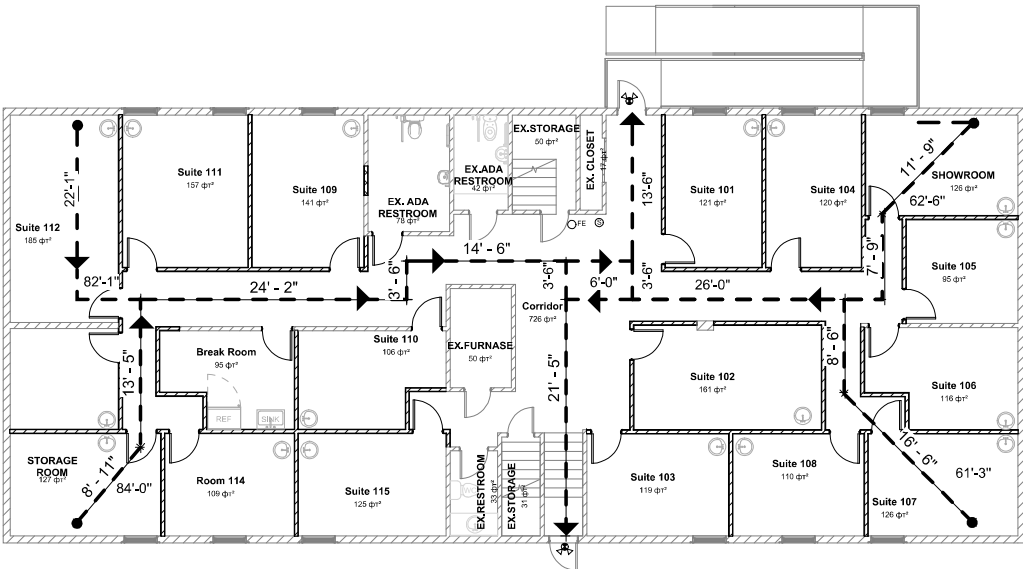
PLANNING PACKAGE
SITE PLAN

23.07.2023

A1.01

Location	Ogden	Spanish Fork	West Valley	Bountiful (Proposed)
Suites	25	19	27	31
Building Size (sqft)	5900	4000	5500	7520
Dedicated Parking Spots	21	13	24	
Survey 1 Date, Time	Friday May 17, 3:30PM	Friday May 17, 11:40 AM	Friday May 17, 1:30 PM	
Survey 1 Spots used	18	8	15	
Survey 2 Date, Time	Saturday May 18, 12:00PM	Saturday May 18, 3:30PM	Saturday May 18, 2:20PM	
Survey 2 Spots used	13	10	17	
Survey 3 Date, Time	Tuesday May 21, 4:45pm	Tuesday May 21, 2:00pm	Tuesday May 21, 3:00pm	
Survey 3 Spots used	19	12	11	
Average Use	16.7	10.0	14.3	
Peak use (Max)	19	12	17	
Parking Spots needed per Suite	0.76	0.63	0.63	0.76
Sqft / Spots used	311	333	324	311
Spots needed for Bountiful location using the Number of Suites Method				23.6
Spots needed for Bountiful location using the square footage method				24.2

Description	Date



1 Life Safety First Floor Plan
3/16" = 1'-0"

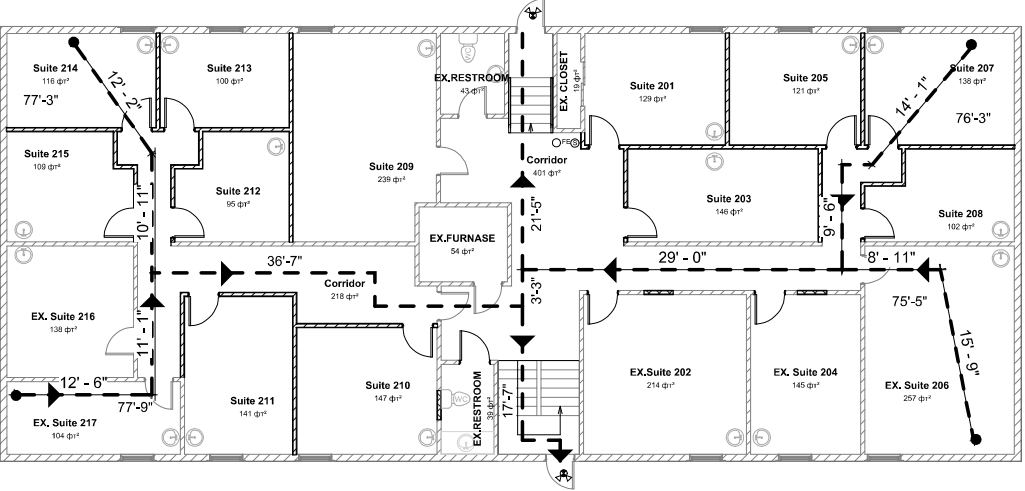
(IBC 2021/IFC2021 TABLE 1017.2)
MAXIMUM TRAVEL DISTANCE, LONGEST APPROX.: 88.8 FT
(ALLOWABLE: 200 FT, NON-SPRINKLERED)

1017.3 Measurement.
Exit access travel distance shall be measured from the most remote point of each room, area or space along the natural and unobstructed path of horizontal and vertical egress travel to the entrance to an exit. Where more than one exit is required, exit access travel distance shall be measured to the nearest exit.

OCCUPANCY CALCULATIONS (IBC 2021 TABLE 1004.3)			
BUSINESS AREA FIRST FLOOR PLAN	3665	150 OSF / PERSON	25
BUSINESS AREA SECOND FLOOR PLAN	3665	150 OSF / PERSON	25
TOTAL DESIGN OCCUPANT LOAD			50

LIFE SAFETY PLAN LEGEND	
SYMBOL	DESCRIPTION
	EGRESS PATH AND DIRECTION
	LIGHTED EXIT 300 MV EMERGENCY LIGHTING
	FIRE EXTINGUISHER ON PLANS, TRAVEL DISTANCE SHALL NOT EXCEED 75' BETWEEN EXTINGUISHERS
	FIRE ALARM HORN/STROBE

- EGRESS NOTES:
- COORDINATE WITH ELECTRICAL LIGHTING PLAN FOR LOCATIONS OF NIGHT LIGHTS, EXIT SIGNS, AND EMERGENCY LIGHTING. VERIFY LOCATIONS AND QUANTITIES WITH CURRENT APPLICABLE CODES IN EFFECT. ADDITIONAL EXIT SIGNS, NIGHT LIGHTS AND EMERGENCY LIGHTS MAY BE REQUIRED BY THE FIRE INSPECTOR AT THE TIME OF THE FIRE FINAL.
 - REFERENCE SCHEDULES AND DETAILS SHEET FOR MORE INFORMATION ON DOORS AND HARDWARE. ALL DOORS IN THE MEANS OF EGRESS SHALL BE SINGLE ACTION RELEASE AND SHALL NOT REQUIRE THE USE OF A KEY, TOOL, OR SPECIAL KNOWLEDGE TO OPEN FROM EGRESS SIDE AND SHALL COMPLY WITH NFPA 1017.2.1.5.1 AND NFPA 101: 7.2.1.5.2.
 - FIRE EXTINGUISHERS SHALL BE CURRENTLY DATED AND TAGGED BY LICENSED FIRE EQUIPMENT COMPANY.
 - ADDITIONAL FIRE EXTINGUISHERS MAY BE REQUIRED BY THE FIRE INSPECTOR AT THE TIME OF THE FIRE FINAL.
 - THE NUMERICAL ADDRESS (# NUMBERS) WILL BE PROVIDED ON ALL EXTERIOR DOORS WEATHERPROOF, AND CONTRASTING COLORS.



3 Life Safety Second Floor Plan
3/16" = 1'-0"

146 West 300 South Street Suite
100 Bountiful, UT 84010

PLANNING PACKAGE
LIFE SAFETY AND OCCUPANCY
PLAN

23.07.2023

A2.01

TEL: 2024.F.21.01