

Exhibit D

Minutes of the Ogden Valley Planning Commission held January 03, 2012 commencing at 5:00 p.m. in Room 312 of the Weber Center, 2380 Washington Blvd., Ogden UT

Members Present:
Kevin Parson, Chair
Greg Graves
Pen Hollist
John Howell
Ann Miller
Dennis Montgomery
Laura Warburton

1. Minutes

1-1. Approval of the November 22, 2011 meeting minutes

Commissioner Miller indicated that on item 2.1, second paragraph, the word heliport is duplicated. Commissioner Hollist indicated that the phrase should read heliport instead of helistop.

Commissioner Hollist indicated that the word *conport* on the second to the last paragraph should read *comport* (comply/agree with).

Commissioner Howell stated that they should replace where it states, "Legal Counsel Monette Hurtado" on Page 3 with "Chris Allred." Commissioner Montgomery indicated that he believes that Monette Hurtado recommended the change in the Western Weber County Township Planning Commission. Commissioner Howell indicated that the recommendation should be quoted.

Ann Miller indicated that she was excused for this meeting.

Chair Parson declared the November 22, 2011 meeting minutes approved as amended.

2. Regular Agenda Items

2-1. Election of Chair and Vice Chair for 2012

Commissioner Warburton moved to nominate Commissioner Parson as Chair for 2012. Commissioner Graves seconded. The motion was approved by acclamation.

Commissioner Howell moved to nominate Greg Graves as Vice Chair for 2012. Commissioner Montgomery seconded. Chair Parson said the motion was denied by a 3-4 vote.

Commissioner Hollist moved to nominate Pen Hollist as Vice Chair for 2012. Commissioner Parson seconded. Chair Parson said the motion carried with a 4-3 vote. Commissioner Hollist was elected Vice Chair for 2012.

2-2. CUP 2011-07 Consideration and action on a conditional use application for a Digis wireless internet transmission site located on top of the water storage tank within The Legends at Hawkins Creek

Sean Wilkinson presented a staff report, indicated that the tank is approximately 56 sq. ft. and 10 ft. tall and falls into the same category, and treated the same as a cell tower. The applicant has an existing lease with The Legends at Hawkins Creek Home Owners Association and the managing member of that association signed the application.

The transmission site consists of a steel frame that is weighed down by cinderblocks. It has four short antennas, two transmission dishes, a control cabinet and an electrical hookup. The antennas are approximately 10 ft tall as measured from the top of the water tank. The site is not visible from the valley floor but the applicant has agreed to camouflage the white transmission dishes. There are no lights on the transmission site.

When the water tank was built in 2006, it had a landscape plan that needed to be followed, however some of the landscaping died and either needs to be replaced or an escrow is required for future placement. Staff is recommending that an analysis be done in June 2012 to verify what needs to be replaced and then the applicant would have until the end of July to replace the landscaping or the escrow could be filed for a period of one year.

Commissioner Graves asked if there would be camouflage on both sides of the dishes, and Sean Wilkinson replied yes, the entire dish is painted.

Commissioner Warburton asked why they are holding the applicant responsible for the improvements and Sean Wilkinson indicated the applicant is not required to replace the landscaping but because they want to use the same site where there is technically a violation of a previous conditional use permit, that needs to be corrected before this new application can be acted upon. There is a provision in the ordinance that states that no new applications can be approved on that site unless and until there is something presented to bring the site into compliance. Commissioner Warburton asked if a more direct approach would be to go directly contact the property owner and indicate that if they want to have the renters, then as the property owner, they would need to bring the site into compliance of the previous conditional use permit stipulations. Mr. Wilkinson indicated that Dennis Watt is here to present for Digis, but the Home Owner's Association signed the actual application.

Commissioner Hollist indicated that by this approval, they are cleaning up the record. Commissioner Miller said they are also cleaning up the property in the process.

Commissioner Hollist said that a fact in Ogden Valley is that they have no cable connection to the internet and some of them demand reasonable high-speed access to the internet. He believes this is something that they need desperately in the Ogden Valley and he applauds this especially since they do not have a lot of choice.

Commissioner Warburton asked if they have had any complaints and Sean Wilkinson replied no. Commissioner Warburton indicated that she also uses Digis and has had great service

Commissioner Hollist asked Dennis Watt if this proposed service what was presented to him as a Digis customer, and Mr. Watt replied yes.

Commissioner Howell indicated that they could call customer service if there are connection problems. Commissioner Watts said they are trying to get the entire valley upgraded to their 3.0 service.

Steve Clarke said he is also a Digis customer. Regarding the landscaping requirement, he keeps hearing trees are a necessary requirement to get the towers operating, but trees block the signal path. Jim Gentry indicated that the landscaping trees were required because the water tank was built at a higher elevation than what was approved.

Commissioner Miller said she rides her bicycle past the site and the tank is visible and she believes the present landscaping does not adequately camouflage the site.

Commissioner Graves said there was a reason why they required what the conditional use permit was approved. He does not want the landscaping plan to be compromised and believes they can find the right balance.

Commissioner Howell said in California, they frequently used artificial trees with real bushes to camouflage things.

MOTION: Commissioner Warburton moved to approve CUP 2011-07 with the stipulations as outlined in the staff report. Commissioner Miller seconded. A vote was taken and Chair Parson indicated that the motion carried unanimously (7-0).

Commissioner Warburton indicated that she believes that the applicant has addressed everything, that it complies with the general plan, and she believes the proposal would serve the people of the valley.

2-3. Information:

Jim Gentry indicated that the Annual National APA Conference would be in Los Angeles, April 14-17, 2012. Early Registration is due by the second week in February. Chair Parson is the next eligible member to go and Chair Parson accepted. Commissioner Howell is next in line if Commissioner Parson is unable to attend.

2-4. Information: 2012 Meeting Schedule and Member Information List

After a brief discussion, Sherri Sillitoe indicated that the meeting schedule and member information list would be placed on the next agenda.

3. Public Comments:

Steve Clarke, Eden, stated that he submitted a letter from the GEM Committee earlier today relative to the Planning Division work priorities and the general plan discussion. In summary, the Ogden Valley Stakeholders Committee was formed to study the general plan update years ago and they committed to continue to help the county in any way in order to get the three recommend ordinances in place and the group became the GEM Committee. Approximately 10-15 members of that GEM Committee have met consistently for six and a half years. They have yet to approve a TDR (Transfer of Development Rights) ordinance. They must plan for 40,000 people or whatever number the Planning Commission come up with. The GEM Committee recommends that the Planning Commission be bold and make this planning effort something to get done this year. Every year that they wait, it gives the economy another year to recover. With recovery, there would be a larger workload for the staff and the Planning Commission.

He believes this is a fundamental issue in the Ogden Valley. The GEM Committee urges the Planning Commission to make this a top priority issue in the planning priorities this year.

Permitted signs is an important issue that should also be addressed. The GEM Committee members have said that in the Intermountain area several jurisdictions allow internally lit signs but with restriction. Steve Clarke said that his issue is with internally lit signs as opposed to externally lit signs. There is a vision to maintain the rural character of the Ogden Valley and he finds that the requirements in Zoning Ordinance Chapter 32b are inadequate.

Mr. Clarke asked staff to explain the rules that allowed Pat's Place to move to Richard Schneider's property without Planning Commission input. Staff did so at this time.

Commissioner Hollist indicated that TDR is a new concept to him and asked Mr. Clarke to explain this concept to him. Steve Clarke indicated that he believes TDR's is a valuable tool. The question whether they work in Weber County is Rob Scott's concern. Chair Parson indicated that they spent a lot of time with the TDR concept and the County Commissioners did not facilitate that happening. The Planning Commission did the work to make that happen, but could not. Jim Gentry indicated that they have a TDR

Exhibit E

LEASE AGREEMENT

This LEASE AGREEMENT ("Agreement") made this 15th day of March, 2011 by and between Hawkins Creek Estates Home Owners Association, P.O. Box 213, Huntsville, UT 84317, ("LANDLORD") and Digis, LLC, 782 S Auto Mall Drive Ste. C, American Fork, Utah 84003 ("TENANT").

SECTION I – DESCRIPTION OF PROPERTY

- 1.1 In consideration of promises and covenants set forth below, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Landlord hereby leases to Tenant a certain portion of the real property located in the Common Area of Hawkins Creek Estates Home Owners Association ("Property") and more particularly described in Exhibit "A" attached to this Agreement.

SECTION II – TERM OF LEASE

- 2.1 The term of this lease will be for a period of ten (10) years commencing on the 1st day of March 2011.
- 2.2 This Agreement will automatically be extended for an additional five (5) year term unless Landlord terminates it at the end of the then current term by giving Tenant written notice of intent to terminate at least six (6) months prior to the end of the then current term.

SECTION III – LEASE PAYMENTS

- 3.1 In consideration for the use of the Property, Tenant will pay to Landlord a monthly lease payment of \$185 per month. The Rent due under this Lease shall increase annually on the anniversary of the Commencement Date by five percent (5%) over the base Rent Payable for the immediately preceding year.
- 3.2 In addition Tenant will provide one (1) wireless Internet access, one (1) VOIP line, and Webhosting, to Landlord free of charge. The services will be available to the current Manager of Hawkins Creek Estates Home Owners Association (Currently but not limited to change, Digis Account #8137 30 006 0012955).
- 3.2 In addition, as described below in SECTION V, Tenant will install, maintain, and be responsible for a separate power meter at Property. Tenant will pay the power usage from said power meter.

SECTION IV – PURPOSE OF LEASE

- 4.1 The purpose of this Agreement is to allow Tenant to construct and maintain equipment, wires and facilities the (“Equipment”) to support and carry out its business as an Internet service provider and other services consistent with an Internet service operation. This will include but will not be limited to the installation of Equipment on buildings and/or other structures on the Property.

SECTION V – DUTIES OF PARTIES

5.1 Tenant agrees:

- (1) To construct, improve, maintain, upgrade, and/or repair the Equipment, at its sole expense.
- (2) To maintain that portion of the Property where the Equipment is located in as good a condition as reasonable use will permit.
- (3) To manage and operate the Equipment in a reasonable manner and to conduct all its activities on the Property in compliance with all applicable laws including those governed by the recorded Declaration of Covenants, Conditions and Restrictions for The Legends at Hawkins Creek.
- (4) To maintain such insurance upon the Equipment or its personal property as it determines necessary.
- (5) To obtain, at Tenant’s expense, all licenses and permits required for Tenant’s use of the Property.
- (6) To hold Landlord harmless from claims arising from Tenant’s use of the Property, except for claims arising from the gross negligence or willful misconduct of the Landlord or its agents.
- (7) To manage and operate the Equipment in a reasonable manner and in compliance to the by laws of the Home Owner’s Association.
- (8) To install, maintain, and care for a separate power meter on the Property.

5.2 Landlord agrees:

- (1) To allow Tenant full time access on to and off from the Property to install, repair, upgrade, operate and maintain the Equipment.
- (2) To reasonably cooperate with Tenant (at no cost to Landlord) to obtain any necessary licenses or permits.
- (3) To not use or to permit the use of the Property in a manner which interferes with the operations of the Tenant.
- (4) To not allow on the property any other Wireless Operators. This would include Wireless Internet Operators using any frequency either know or unknown including: the 900 Mhz, 2.4 Ghz, 3.65 Ghz, and 5-5.9 Ghz UNII, 11Ghz, 18 Ghz and all other ISM bands.

SECTION VI - ACCESS AND EASEMENT

- 6.1 In addition to a lease of the certain Property described in Exhibit A. Landlord grant's Tenant an Easement for ingress and egress, access and passage, over and across Landlord's Property for the purposes described in this Lease Agreement.
- 6.2 The rights granted in this easement allow any person or firm under the employ or control of or contract with Tenant to install, maintain, construct, inspect, repair, etc., the Equipment on the Property.
- 6.3 Ingress, egress, access and passage across the Property will be in compliance, and all due care, to the needs and respects of the Landlord (Hawkins Creek Home Owner's Associations bylaws.)
- 6.4 This easement runs with and concerns said Property and cannot be affected by any subsequent transfer of ownership or control of the Property. Cancellation of such easement must be done by and within the confines of the laws of the State of Utah.

SECTION VII – TRANSFER OF INTEREST

- 7.1 Tenant may assign this Agreement upon written notice to the Landlord.
- 7.2 This Agreement does not prevent sale or exchange of the Property by the Landlord. However, any transferee of Landlord's interest in the Property takes such interest subject to this Agreement.

- 7.3 This Agreement will run with the property and will be binding upon the heirs, legatees, devisees, personal representatives, assigns and successors in interest of the parties.
- 7.4 So long as the tenant is not in default in payment of rent or additional rent or in the performance of any of the terms, covenants or conditions of the lease on the tenant's part to be performed, the tenant's possession of the leased premises and the tenant's rights and privileges under the lease, or any extensions or renewals thereof, which may be effected in accordance with any option therefor in the lease, shall not be diminished or interfered with by any subsequent mortgagee, lender or Acquiring party and the tenant's occupancy of the leased premises shall not be disturbed by any subsequent mortgagee, lender or Acquiring party for any reason whatsoever during the term of the lease or any extensions or renewals thereof.
- 7.5 Provided (a) Tenant complies with this Agreement, (b) Tenant is not in default under the terms of the Lease and no event has occurred which, with the passage of time or the giving of notice or both, would constitute a default under the Lease, and (c) the Lease is in full force and effect, any default under the by any subsequent Mortgage, lender or Acquiring party and any proceeding to foreclose the same will not disturb Tenant's possession under the Lease and the Lease will not be affected or cut off thereby.

SECTION VIII – TERMINATION

- 8.1 Upon termination of this agreement, tenant will remove its antenna structures, fixtures and all personal property and otherwise restore the property to its original condition, reasonable wear and tear excepted.
- 8.2 Notwithstanding anything to the contrary contained in this contract, provided tenant is not in default and shall have paid all rent and sums due and payable to landlord by tenant, tenant shall have the right to terminate this agreement provided that three months prior notice is given.

SECTION IX – INDEMNIFICATION

- 9.1 Each party shall indemnify, defend, and hold the other party, its affiliates, subsidiaries, directors, officers, employees and contractors, harmless from and against any claim, action damages, liability, loss, cost of expense (including reasonable attorney's fees), resulting from or arising out of the indemnifying party's and/or any of its contractor's, subcontractor's, servants', agents' or invitees' use or occupancy or actions on the Site.

SECTION X – MISCELLANEOUS PROVISIONS

- 10.1 This agreement and the performance thereof shall be governed, interpreted, and regulated by the laws of the State of Utah.
- 10.2 The Tenant may record this agreement with the appropriate Recording Officer.
- 10.3 If a party files a lawsuit in a dispute arising out of this Agreement, the prevailing Party shall be entitled to recover all costs and expenses incurred in connection with any such action, including reasonable attorneys' fees and court costs. In the event a Party, without fault, is made a Party to any judicial or administrative action or proceeding by reason of the conduct of the other Party, the other Party shall indemnify and hold the first Party harmless from and against all loss, cost, liability and expense, including reasonable attorneys' fees, incurred in such action.
- 10.4 In the event there is a default by the tenant with respect to any of the provisions of the agreement or its obligations under it, including payment of rent, landlord shall give tenant written notice of such default. After receipt of such written notice, tenant shall have 30 days to cure any such default. In the event that the nature of the cure requires more than 30 days, the landlord will not hold this agreement in default as long as the work required is being done continuously and diligently. Tenant may not maintain any action or affect any remedies for default against landlord unless and until landlord has failed to cure the same with the time periods provided in this paragraph.
- 10.5 Landlord warrants that they are either the owner of the Property or trustee of the Property with due authority to enter into this Agreement ("Landlord of Property").
- 10.6 If neither party is in Default but either party acts in a way that is contrary to the Lease and the terms and provisions in this agreement, this constitutes a breach of contract. Either party will then be able to seek appropriate breach of contract remedies that are available and according to the laws of the State of Utah.

[Rest of page intentionally left blank.]

APPROVAL

All provisions and terms are subject to final approval of appropriate officer(s) of Tenant.

Once approved and signed the terms and provisions of this Agreement/Lease are to be held in full force and effect without the opportunity to be changed, altered, or renegotiated, in any way, by either party, until such time as the Lease is terminated or the Terms of the lease ends.

IN WITNESS WHEREOF, the Parties hereto set their hands and affix their respective seals, that they have read, understand, and agree to uphold the terms and provisions above.

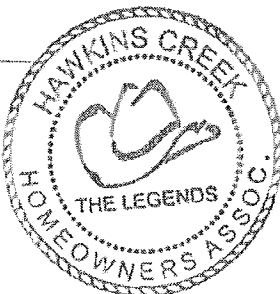
“Landlord” HOA Manager

By: [Signature]

Name: Keith B. Smith

Title: HOA Manager

Date: March 15, 2011



“Tenant” DIGIS:

By: [Signature]

Name: DANIEL FVENTHSEL

Title: GENERAL MANAGER

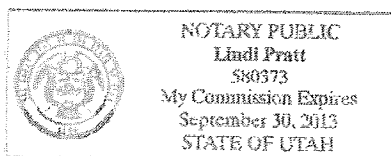
Date: 3/28/2011

LANDLORD ACKNOWLEDGEMENT

STATE OF UTAH)
) ss.
COUNTY OF WEBER)

On this 15 day of March, 2011, before me, a Notary Public in and for the State of Utah, personally appeared Keith B. Smith, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument, on oath stated that He was authorized to execute the instrument, and acknowledged it as the Manager of Hawkins Creek Estates Home Owners Association, to be the free and voluntary act and deed of said party for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.



[Signature]
NOTARY PUBLIC

Exhibit F



Weber County Planning Division
www.co.weber.ut.us/planning_commission
2380 Washington Blvd., Suite 240
Ogden, Utah 84401-1473
Voice: (801) 399-8791
Fax: (801) 399-8862

Ogden Valley Township Planning Commission
NOTICE OF DECISION

January 5, 2012

Dennis Watt
JAB/DIGIS
12552 South 125 West Suite 201
Draper, Utah 84020

Case Number: Conditional Use Permit (CUP 2011-07)

You are hereby notified that your Conditional Use Permit application for a Digis wireless internet transmission site located on top of the water storage tank within The Legends at Hawkins Creek was heard by the Ogden Valley Township Planning Commission in a public meeting on January 3, 2012, after due notice to the general public.

The Ogden Valley Township Planning Commission voted unanimously to approve this application, subject to review agency requirements, with the following conditions:

- The transmission dishes must be painted camouflage.
- An analysis of the landscaping at the water tank will be completed in June 2012 to verify what needs to be replaced. Once the analysis has been completed, the Home Owners Association will have until the end of July 2012 to replace the landscaping or establish an escrow for its replacement.

The minutes from the January 3, 2012 Ogden Valley Township Planning Commission meeting will be available from the Weber County Planning Division Office in approximately one month. To obtain a copy of the minutes please contact Sherri at 801-399-8794.

Sincerely,

Sean Wilkinson
Weber County Planning Division



Exhibit G

Weber County Planning Commission

Conditional Use Permit

Date: 1/24/2012

Page 1 of 2

Printed: 1/24/2012

Index No: CU INDX26-2011 Conditional Use approved on: 1/24/2012 CUP Permit No.: CUP 2011-07

Purpose of Conditional Use: Wirless Internet Site on Hawkins Creek Water Tank

Applicant

Name: LEGENDS AT HAWKINS CREEK LOT OWNERS /
 Address: 5735 E SNOWBASIN ROAD
 HUNTSVILLE, UT 84317
 Phone:

Owner

Name: LEGENDS AT HAWKINS CREEK LOT O
 Address: 5735 E SNOWBASIN ROAD
 HUNTSVILLE, UT 84317
 Phone:

Parcel

Zoning: FV-3

Parcel Number: 201020043

Address: DESPERADO ROAD (HAWKINS CREEK WA
HUNTSVILLE, UT 84317

Total Area: N/A

Section: 24 Township: 6N Range: 1E

Subdivision: The Legends at Hawkins Creek Clu Lot(s): Common Area E (Water 1

Site/Use Information:

Adjacent Site Use: Open / Residential

Eliminated Parking: Existing Parking: Proposed Parking:

Other Parking Provisions: N/A

Existing Floor Space: Proposed Floor Space:

Property Dimesions: Hours:

Construction Date: Residents-Workers:

Short Description: N/A

Comments/Conditions:

This application (CUP 2011-07) by The Legends at Hawkins Creek HOA and DIGIS for a wireless internet transmission site on the water tank at Hawkins Creek was approved by the Planning Commission on January 3, 2012. The Planning Commission assigned two conditions to the approval including: (1) The transmission dishes must be painted camouflage and (2) An analysis of the landscaping at the water tank will be completed in June 2012 to verify what needs to be replaced. Once the analysis has been completed, the Home Owners Association will have until the end of July 2012 to replace the landscaping or establish an escrow for its replacement. Access to the water tank and the location of electrical transmission lines were not addressed by the Planning Commission. These issues are addressed in the Lease Agreement between the Hawkins Creek HOA and DIGIS. Weber County in no way guarantees approval of access to the site or the location of electric transmission lines for this site. An appeal of the Planning Commission's Decision was filed on January 19, 2012. This appeal will be heard by the Weber County Commission at a later date. If the Planning Commission's decision is overturned by the County Commission this Conditional Use Permit will be revoked along with any approvals.

Purpose of Conditional Use:

NOTICE FOR APPLICANT:

(Please Read Before Signing)

Proposals for the installation of an individual water supply and for a sanitary waste disposal system (septic tank) for any structure designed for human occupation must be approved by the Weber County Health Department prior to installation.

Ann Wilh

1/24/12

Planning Dept. Signature of Approval Date

This permit becomes null and void if use or construction authorized has not commenced within one year, if the use is discontinued for one year, or if there is a zone change affecting this property. Any change to the permit or approved site plan must be submitted to the Planning Commission for approval.

I hereby certify that I have read and examined this application and know the same to be true and correct. All provisions of laws and ordinances governing this land use will be complied with whether specified herein or not. I make this statement under penalty of perjury. I hereby agree to make the requirements as specified on this permit issued to the owner of land as signed below.

Contractor/Owner Signature of Approval Date