

Weber County Conditional Use Permit Application

Application submittals will be accepted by appointment only. (801) 399-8791. 2380 Washington Blvd. Suite 240, Ogden, UT 84401

Date Submitted / Completed 11/29/2011	Fees (Office Use) \$225.00	Receipt Number (Office Use) 119	File Number (Office Use) CUP 2011-7
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Property Owner Contact Information

Name of Property Owner(s) JAB/DIGIS		Mailing Address of Property Owner(s) 12552 South 125 West Suite 201 Draper, UT 84020	
Phone 8016620477	Fax 8016620390		
Email Address dwatt@jabbbroadband.com		Preferred Method of Written Correspondence <input checked="" type="checkbox"/> Email <input type="checkbox"/> Fax <input type="checkbox"/> Mail	

Authorized Representative Contact Information

Name of Person Authorized to Represent the Property Owner(s) Kyle Harding		Mailing Address of Authorized Person 12552 South 125 West Suite 201 Draper, UT 84020	
Phone 8016966776	Fax		
Email Address kharding@jabbbroadband.com		Preferred Method of Written Correspondence <input checked="" type="checkbox"/> Email <input checked="" type="checkbox"/> Fax <input type="checkbox"/> Mail	

Property Information

Project Name UTEDN230	Total Acreage	Current Zoning
Approximate Address	Land Serial Number(s)	

Proposed Use

Project Narrative

Basis for Issuance of Conditional Use Permit

That the proposed use of the particular location is necessary or desirable to provide a service or facility which will contribute to the general well being of the community:

Questions From 22C4:

1- This site will have no detrimental affect on the surroundings or the community, there are no lights, noise, odors, vibration, dust, smoke.

2- Per Digis's interpretation of the requirements for a conditional use permit we meet the criteria.

That such use will not, under the circumstances of the particular case and the conditions imposed, be detrimental to the health, safety and general welfare of persons nor injurious to property or improvements in the community, but will be compatible with and complimentary to the existing surrounding uses, buildings and structures when considering traffic generation, parking, building design and location, landscaping and signs:

That the proposed use will comply with the regulations and conditions specified in this Ordinance for such use:

That the proposed use conforms to the goals, policies and governing principles and land use of the General Plan for Weber County:

That the proposed use will not lead to the deterioration of the environment or ecology of the general area, nor will produce conditions or emit pollutants of such a type or of such a quantity so as to detrimentally effect, to any appreciable degree, public and private properties including the operation of existing uses thereon, in the immediate vicinity of the community or area as a whole:

Property Owner Affidavit

I (We), _____, depose and say that I (we) am (are) the owner(s) of the property identified in this application and that the statements herein contained, the information provided in the attached plans and other exhibits are in all respects true and correct to the best of my (our) knowledge.

(Property Owner)

(Property Owner)

Subscribed and sworn to me this _____ day of _____, 20 _____,

(Notary)

Authorized Representative Affidavit

I (We), _____, the owner(s) of the real property described in the attached application, do authorized as my (our) representative(s), Digi's Broadband, to represent me (us) regarding the attached application and to appear on my (our) behalf before any administrative or legislative body in the County considering this application and to act in all respects as our agent in matters pertaining to the attached application.

Pineview Properties, LLC
Stanford Petersen
(Property Owner) By: Stanford Petersen
its: Managing Member

(Property Owner)

Dated this 7 day of December, 20 11, personally appeared before me Stanford Petersen, the signer(s) of the Representative Authorization Affidavit who duly acknowledged to me that they executed the same.



Crystal Van Natta
(Notary)



Conditional Use Permit Application

A conditional use application is required for conditional uses listed in the Weber County Zoning Ordinance zone regulations. This Conditional Use application identifies submittal requirements and processes for each desired conditional use.

22C-2. Conditional Use Permit

A Conditional Use Permit shall be required for all uses listed as Conditional Uses in the zoning regulations.

The applicant of a conditional use proposal shall be the recorded owner(s) or an authorized agent. The applicant must demonstrate that the contemplated use is compatible with the zoning ordinance standards and that the use would be essential or desirable to the public convenience or welfare in that area, that it will not impair the integrity and character of the surrounding property, or that the use can be made compatible by imposing conditions. These conditions may include, but are not limited to, the size, shape, location and topography of the site, the hours and days of operation, how to minimize environmental impacts such as noise and air pollution, location of vehicle access points, outdoor lighting, landscaping standards, fencing, water and wildlife protection, etc.

A pre-application meeting is required prior to application submittal; please call (801) 399-8791 to make an appointment. Date of pre-application review meeting: _____ Time: _____

- **Staff member assigned to process application:** _____

APPLICATION DEADLINE: Thirty (30) days prior to the applicable Planning Commission meeting

The Western Weber County Township Planning Commission holds their meetings on the 2nd Tuesday of the month.

The Ogden Valley Township Planning Commission holds their meetings on the 4th Tuesday of the month.

Application Submittal Checklist

The Planning Division will only accept complete applications with supporting documents as outlined below. Submitting an application does not guarantee that this application will be placed on the next Planning Commission agenda.

The following is required as part of the application form submittal:

- Complete Application Form
- A non-refundable fee made payable to Weber County (See *Fee Schedule*)
- Obtain signature of the owner(s) on the application and any authorized representatives
- All documents submitted in the application shall be accompanied by a PDF file of the respective document. All plans (including but not limited to site plans, architectural elevations/renderings, etc), and subsequent submittals and revisions, shall be accompanied by a full scale set of PDF files of the respective plans.



- A site plan showing details and other requirements as outlined in the Weber County Zoning Ordinance Chapter 22C (Conditional Uses) Chapter 36 (Design Review), Chapter 24 (Parking and Loading Spaces), Chapter 25 (Motor Vehicle Access) Chapter 18C (Architectural, Landscape and Screening Design Standards).
- Written information demonstrating how the proposed conditional use permit meets the criteria found in 22C-5 and other review criteria (see *Review Criteria*).

Fee Schedule

Property Zoning _____ Fee Required _____

- Conditional Use Permit (Less than 5,000 sq. ft.) in any Forest, Shoreline, Agricultural, Residential, Mobile Home Park, Gravel, Commercial, or Manufacturing Zone \$225
- Conditional Use Permit (5,000 sq. ft. or greater) in any Forest, Shoreline, Agricultural, Residential, Mobile Home Park, Gravel, Commercial, or Manufacturing Zone \$225 + \$15 per 1,000 sq. ft.
- Conditional Use Permit for Planned Residential Unit Development (P.R.U.D.) \$500
- Conditional Use Permit for Home Occupation \$85
- Conditional Use Amendments \$125

Purpose and Intent of Conditional Uses

The purpose and intent of Conditional Uses is to provide for additional review of uses to ensure compatible integration with the surrounding area.

Review Criteria

The Planning Commission shall approve, approve with conditions, or deny an application for a conditional use based on findings of fact with respect to each of the following criteria found in the Weber County Zoning Ordinance 22C-5-1-5 as follows:

22C-5. Basis for Issuance of Conditional Use Permit

The Planning Commission shall not authorize a Conditional Use Permit unless evidence is presented to establish:

1. That the proposed use of the particular location is necessary or desirable to provide a service or facility which will contribute to the general well-being of the community, and
2. That such use will not, under the circumstances of the particular case and the conditions imposed, be detrimental to the health, safety and general welfare of persons nor injurious to property or improvements in the community, but will be compatible with and complimentary to the existing surrounding uses, buildings and structures when considering traffic generation, parking, building design and location, landscaping and signs, and
3. That the proposed use will comply with the regulations and conditions specified in this Ordinance for such use, and
4. That the proposed use conforms to the goals, policies and governing principles and land use of the General Plan for Weber County



5. That the proposed use will not lead to the deterioration of the environment or ecology of the general area, nor will produce conditions or emit pollutants of such a type or of such a quantity so as to detrimentally effect, to any appreciable degree, public and private properties including the operation of existing uses thereon, in the immediate vicinity of the community or area as a whole.

Appeal Process

The decision of the Planning Commission may be appealed to the County Commission by filing such appeal within 15 days after the date of the decision of the Planning Commission.

The County Commission may uphold or reverse the decision of the Planning Commission and impose any additional conditions that it may deem necessary in granting an appeal. The decision of the County Commission shall be final.

For Your Information

Other Weber County Zoning Ordinance chapter requirements may apply to this Conditional Use as determined in the pre- application meeting.

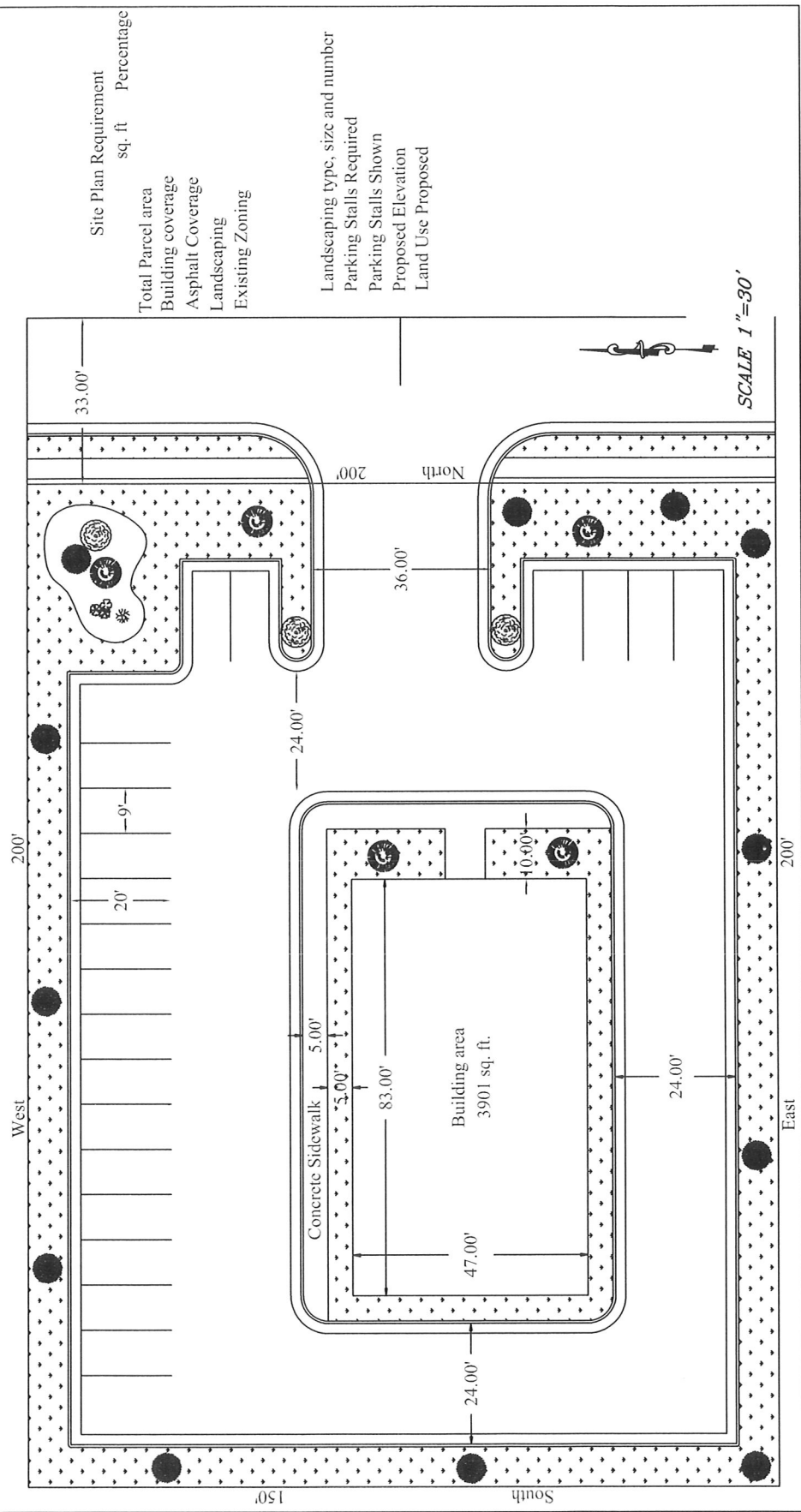
Unless there is substantial action under a Conditional Use permit within a maximum period of one (1) year of its issuance, the Conditional Use Permit shall expire. The Planning Commission may grant a maximum extension of six (6) months under exceptional circumstances. Upon expiration of any extension of time granted by the Planning Commission, or failure to complete all conditions and requirements of the Conditional Use Permit within an eighteen (18) month period of time, the approval for the Conditional Use Permit shall expire and become null and void.

When an approved Conditional Use has been discontinued and/or abandoned for a period of one (1) year, the Conditional Use Permit becomes null and void. In order to restore the Conditional Use, a new application shall be filed for review and consideration by the Planning Commission.

This application can be filled out online at the following Planning Division web site: www.co.weber.ut.us/planning. Copies of the applicable Weber County Zoning Ordinances and other helpful information are also available at this web site.

Check List for Site Plan Review.

- Name of the proposed development
- Name and address of the owner of property
- Name and address of the preparer of the site plan
- Statement describing the intended use of the development
- A north arrow and scale not less than 1:50
- The tax ID number of the development site
- The land use and zoning of the development site
- Adjacent land use and zoning
- * Identify the percentage of the property covered by buildings and hard surface
- Adjacent streets shall be shown and identified, along with distance from centerline to property
- Building setbacks and distances
- Easement on property and on abutting property, that could be affected
- A letter from the Water and Sewer company serving the project or a septic tank approval letter
- * Elevation drawings depicting architectural theme, building features, materials and colors is required
- * A grading and drainage plan is required
- Landscaping plan
- * Lighting plan
- Detailed sign information including color and material
- Fire hydrant location
- Parking information - size and number of stalls
- The geometric layout and dimensions of proposed building, driveways, parking areas, loading areas, signs and other features of the development
- Existing structures
- Storm water management plan



* Does not apply to Home Occupation Conditional Use Applications

Note: This is not a substitution for reading the Weber County Zoning Ordinance.

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.

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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.

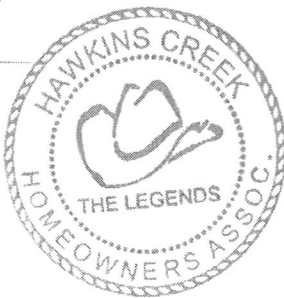
"Landlord" HOA Manager

By: [Signature]

Name: Keith B. Smith

Title: HOA Manager

Date: March 15, 2011



"Tenant" DIGIS:

By: [Signature]

Name: DANIEL EVENTER

Title: GENERAL MANAGER

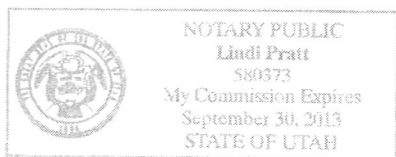
Date: 3/28/2011

LANDLORD ACKNOWLEDGEMENT

STATE OF UTAH)
) ss.
COUNTY OF WEBER)

On this 14 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.



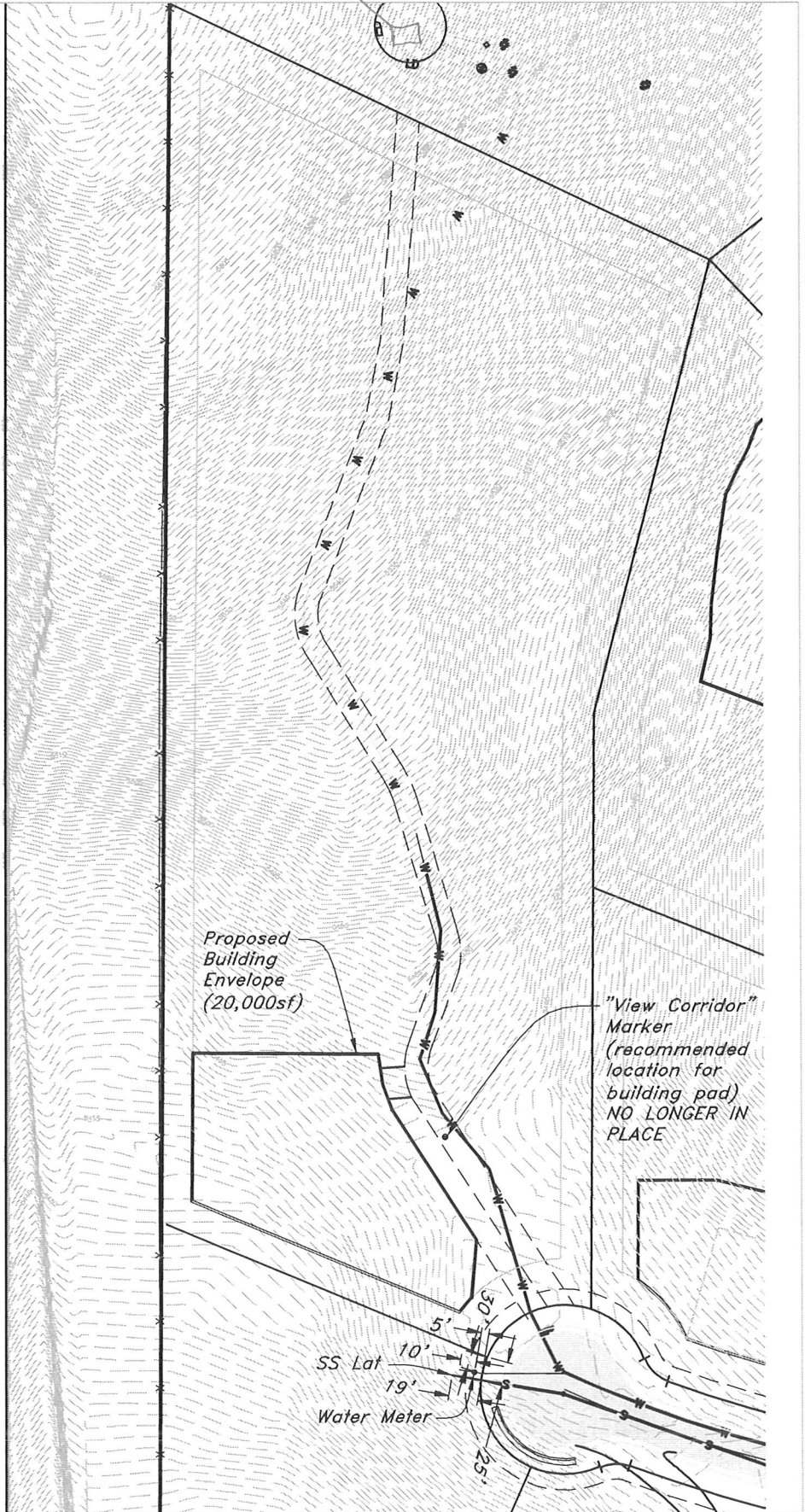
[Signature]
NOTARY PUBLIC

Digi's Site

Lot 20
(1763 S Desperado)
227,139 sq ft



1" = 100'



Proposed Building Envelope (20,000sf)

"View Corridor" Marker (recommended location for building pad) NO LONGER IN PLACE

Water Meter

SS Lat

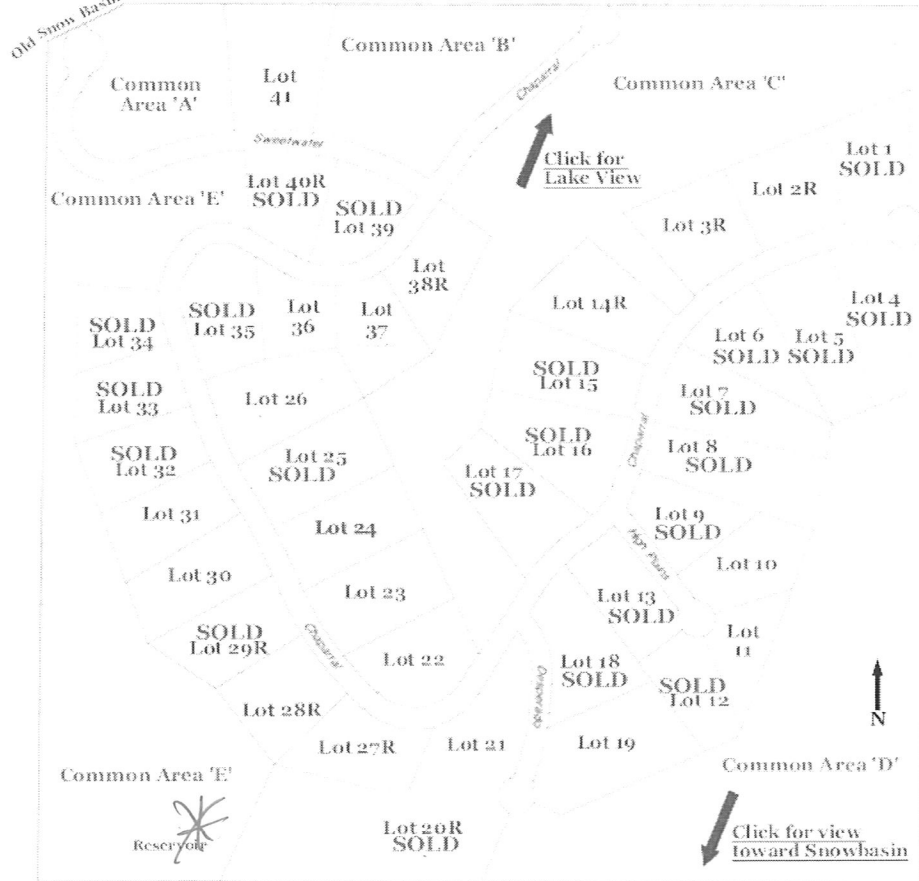


HOME SITES LOCATION RECREATION PHOTO GALLERY LOCAL INFO DOCUMENTS

PLAT MAP

NOTE: Click Each Lot Number Below for Building Envelopes

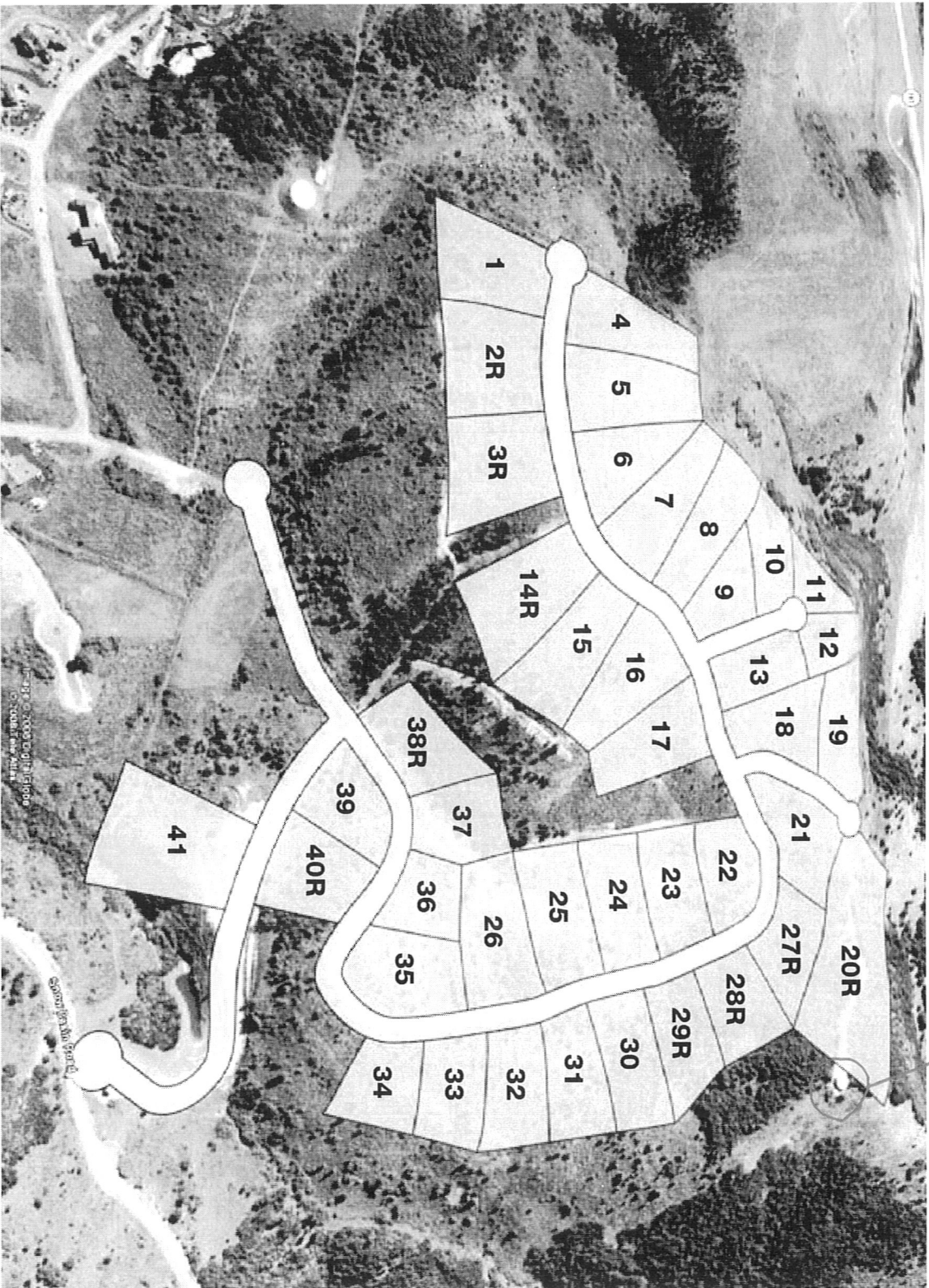
The LEGENDS at Hawkins Creek Estates*



*Preliminary Plat - pending final approval by Weber County

NOTE: Click Each Lot Number Above for Building Envelopes

Handwritten notes: 5, 2, 15, 16, 19, 20, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41



Site (D)'s

1:25 © 2000 DigitalGlobe
COURTESY, LAW OFFICE

Copyright for this plan

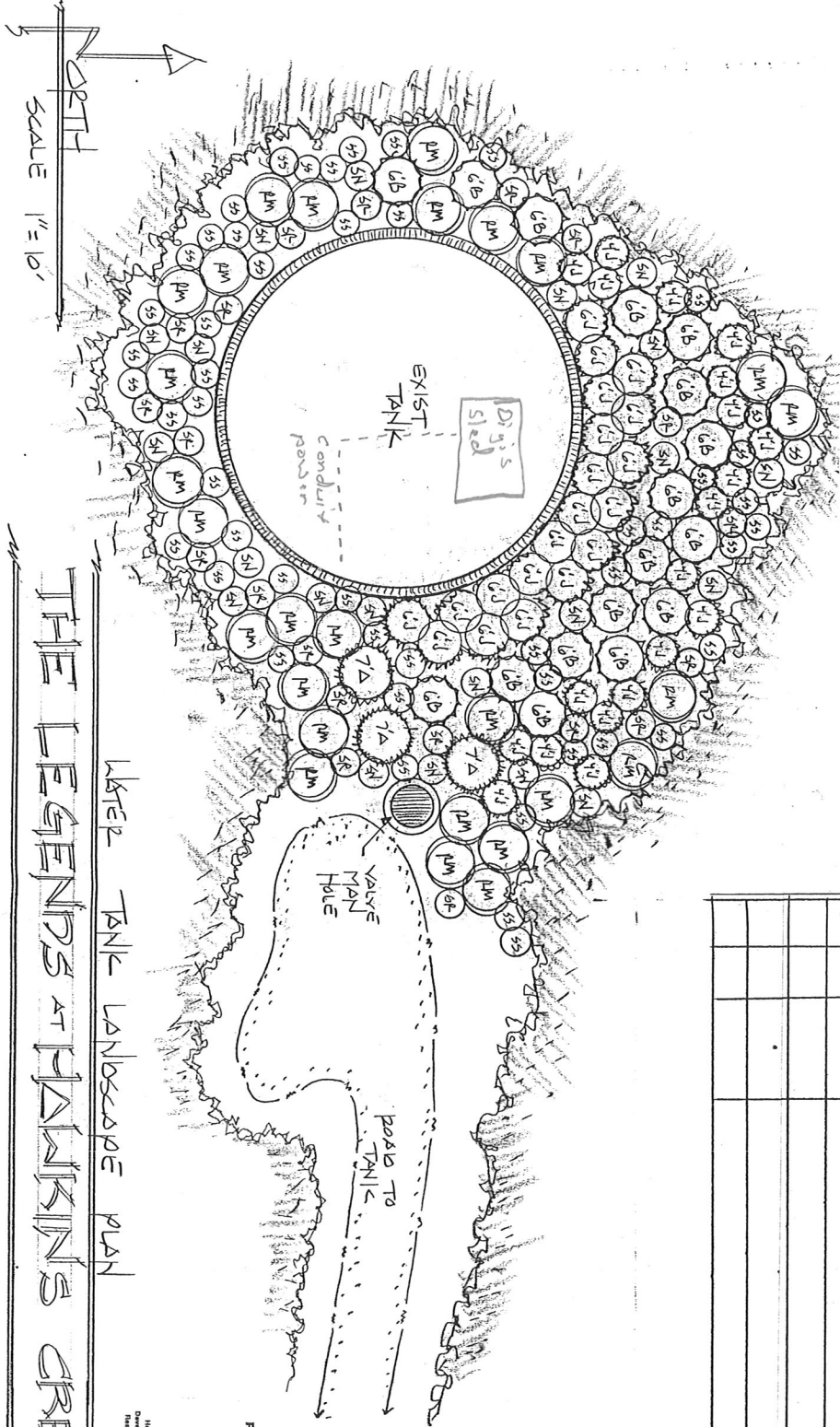
NOTE - ALL PLANT TO BE BACKFILLED WITH SOIL PERM. NATIVE SOIL MIX
 80- 50 LB BAGS EQUAL MIX TO ALL PLANTS

NOTE - APPROX ALL PLANTS PROPOSED FOR LBS CARBON MIX
 WITH TAPE BINLIDER

50 LBS SHEEP FEEDSUE
 35 LBS CHEASTED LIMEAT
 15 LBS STEAM BARK FEEDSUE

NOTE - CONTRACTOR - DEVELOPER & LANDSCAPE ARCHITECT
 TO MEET & APRIL 15-2007 FOR SPRING INSPECTION
 TO REHABILITATE ANY EROSION PROBLEM AREAS
 & TO REPLACE ANY PLANTS THAT HAVE DIED

#	SYM	SIZE	PLANT NAME	NOTE
17	CB	5'x7'	SPRUCE - MIX BLUE SPRUCE & BLACK HILLS	
3	7A	7' 8B	PINE - SOUTHWAN & LARGE PINE & LIMBER	
20	6J	6' 8B	ROCKY MOUNTAIN JUNIPER & UTAH JUNIPER	
20	7U	4' 5x4'	ROCKY MOUNTAIN JUNIPER & UTAH JUNIPER	
28	2M	10x12x15x1	NATIVE MAPLE MIX ROCKY MOUNTAIN & BIGTOOTH	
20	5R	5x4'	SEPRICE BERRY - SASKATOON & UTAH	
20	5N	5x4'	SNOW BERRY & ARVIVE SUPPANT	
50	5S	5x4'	SUNNAC - SKUNK - SWATH & STRAIGHT	



THE LEGENDS AT HAWKINS CREEK

WATER TANK LANDSCAPE PLAN

SCALE 1" = 10'

Steve Fiedler & Associates Design
 Development & Construction Planning
 Residential Landscape Architecture
 801-791-9244



Paul H. Keeler - Landscape Architect



NOTES:

1. #2-3/8" O.D. MOUNTING PIPES SOLD SEPARATELY.
2. (30) 8 X 8 X 16 CONCRETE BLOCKS (CMB) MUST BE PURCHASED SEPARATELY.
3. WEIGHT = 269 LBS.

APD's

Looking from the
Back of the mount

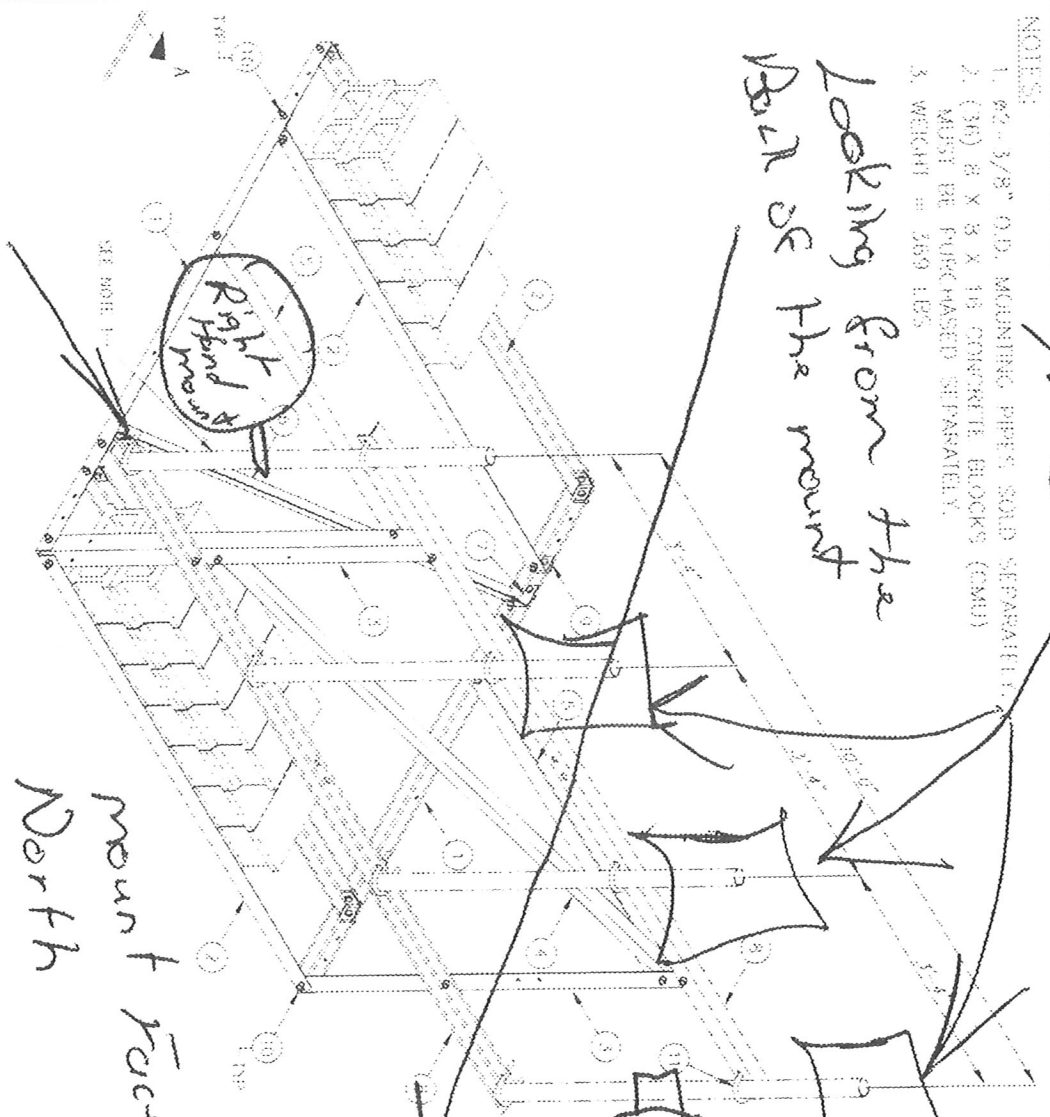
Left Hand mount

Left side

Right Hand mount

mount Face
North

Right side



CONCRETE VIEW

FOR INFORMATION ONLY: THIS DRAWING IS NOT TO BE USED FOR CONSTRUCTION OF THE PROJECT WITHOUT THE WRITTEN APPROVAL OF THE ARCHITECT. THE ARCHITECT'S OFFICE SHALL BE RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED HEREIN. THE ARCHITECT'S OFFICE SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED BY OTHER SOURCES.

NO.	DATE	DESCRIPTION
1	02/16/10	ISSUE FOR PERMITTING
2	1/08/10	ISSUE FOR PERMITTING

NO.	DATE	DESCRIPTION
1	02/16/10	ISSUE FOR PERMITTING
2	1/08/10	ISSUE FOR PERMITTING

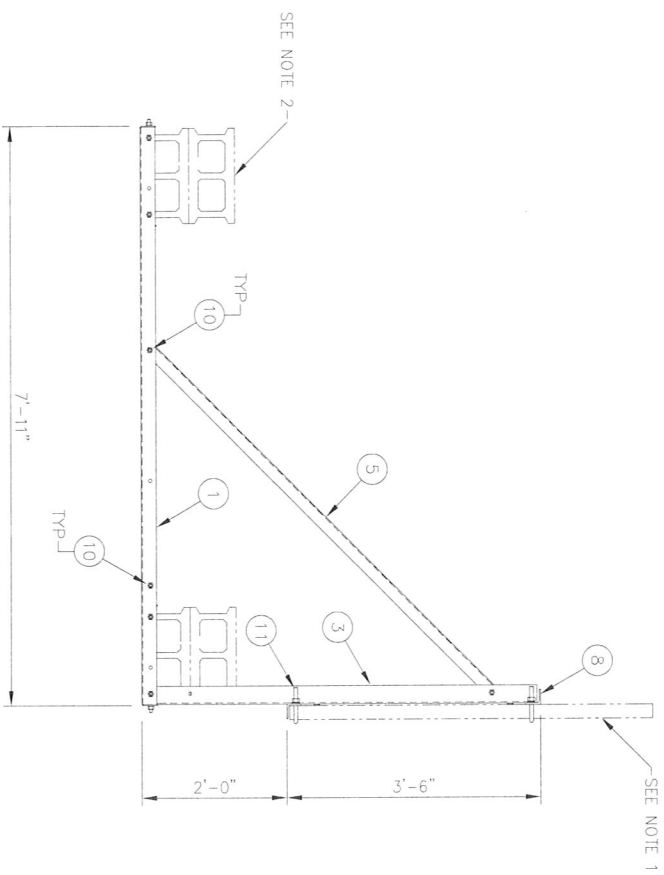
NO.	DATE	DESCRIPTION
1	02/16/10	ISSUE FOR PERMITTING
2	1/08/10	ISSUE FOR PERMITTING



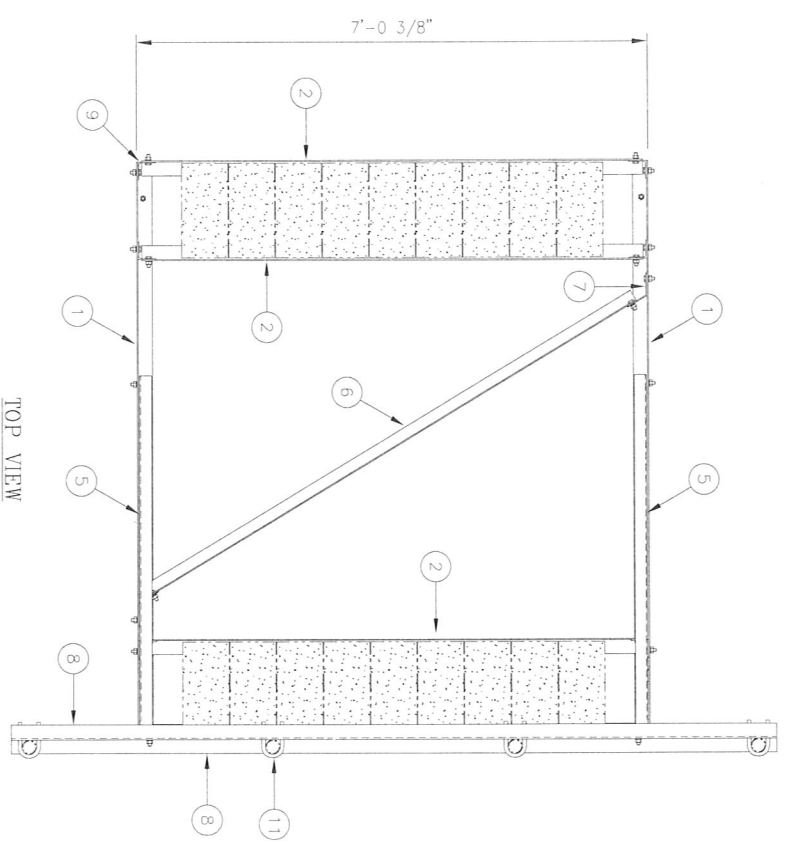
ITEM	DESCRIPTION	QTY
1	ANGLE, SIDE	2
2	ANGLE, BALLAST	4
3	ANGLE, FRONT	2
4	ANGLE, FRONT DIAGONAL	1
5	ANGLE, SIDE DIAGONAL	2
6	ANGLE, BOTTOM DIAGONAL	1
7	IRON PLATE	2
8	ANGLE, PIPE MOUNT 10'	2
9	ANGLE, CORNER	6
10	1/2" X 1-1/2" GAVY BOLT SET (ASYS)	50
11	5/8 X 2-1/2" X 4" GAVY U-BOLT KIT	8

REV.	ECO	DESCRIPTION	DATE
1	001	INITIAL RELEASE	02/16/10

REVISIONS		BY	DATE
REV.	ECO		
A	INITIAL RELEASE	ACG	02/16/10



VIEW A-A



TOP VIEW

THIS DOCUMENT CONTAINS PROPRIETARY DATA OF WIRELESS SOLUTIONS. NO DISCLOSURE, REPRODUCTION, OR TRANSMISSION OF ANY PART HEREOF MAY BE MADE EXCEPT BY WRITTEN PERMISSION. ALL DIMENSIONS ARE IN INCHES U.O.S. TOLERANCES UNLESS OTHERWISE SPECIFIED:
 .X = ±.08 ANGLES ±2°
 .XX = ±.03 FRACTIONS ±1/32
 .XXX = ±.010
 REMOVE BURRS AND BREAK EDGES .005
 DO NOT SCALE THIS PRINT

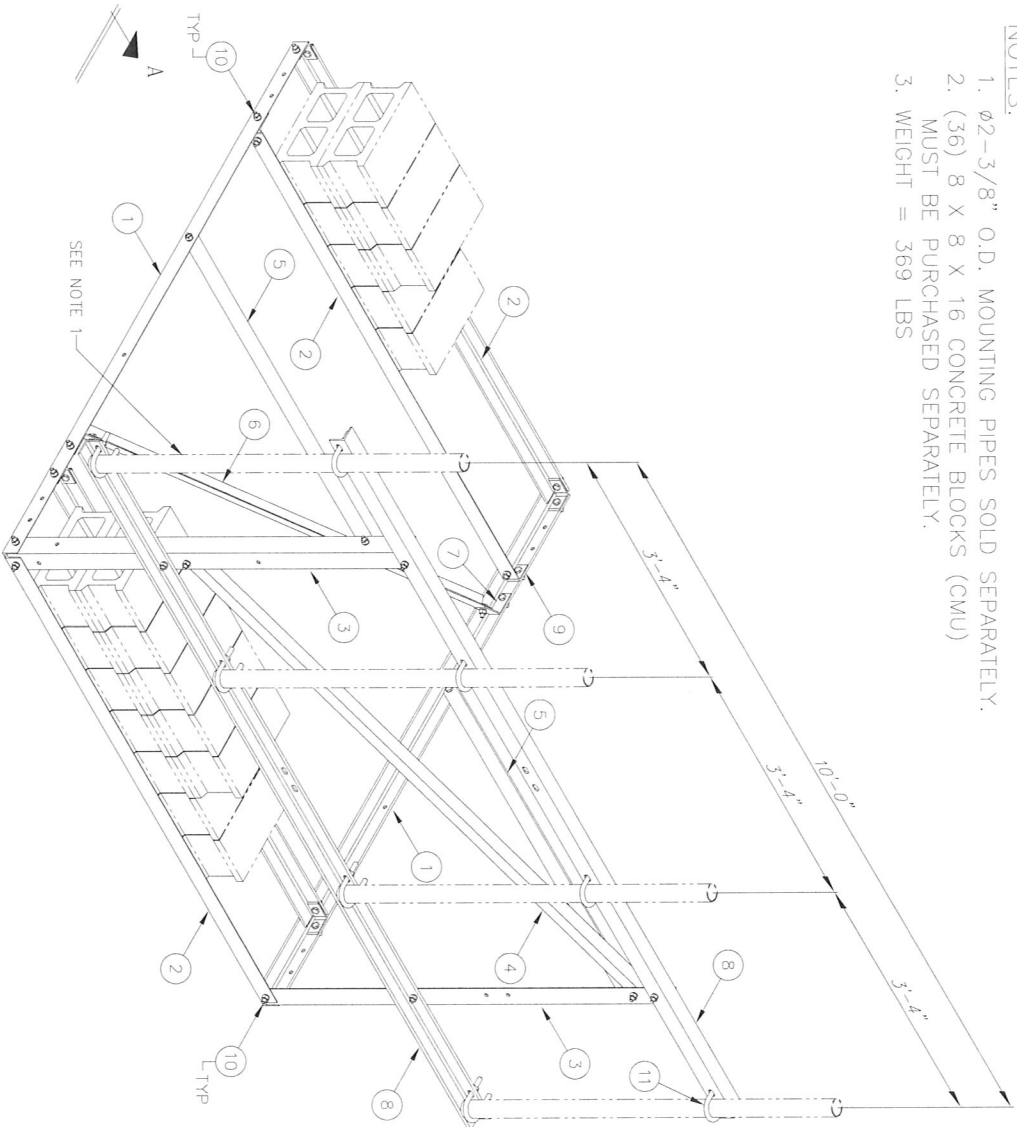
DATE	02/16/10
SCALE	2 OF 2
REGION	A
PROJECT	Colv A123

PROJECT NUMBER	WS-NPRF10-R
DESCRIPTION	Non-Penetrating Roof Frame, 10' - 5" (1.2m) pipe mounts not included
DRAWING TYPE	Assembly Drawing
DRAWING NUMBER	313141



NOTES:

1. $\phi 2-3/8"$ O.D. MOUNTING PIPES SOLD SEPARATELY.
2. (36) 8 X 8 X 16 CONCRETE BLOCKS (CMU) MUST BE PURCHASED SEPARATELY.
3. WEIGHT = 369 LBS



ISOMETRIC VIEW

THIS DRAWING CONTAINS PROPRIETARY DATA OF WIRELESS SOLUTIONS. NO REPRODUCTION, REPRODUCTION OR USE OF ANY PART THEREOF WITHOUT THE WRITTEN CONSENT OF WIRELESS SOLUTIONS IS PERMITTED. ALL DIMENSIONS ARE IN INCHES UNLESS OTHERWISE SPECIFIED. ANGLES $\pm 2^\circ$ FRACTIONS $\pm 1/32$ X = ± 0.05 XXX = ± 0.03 REMOVE BURRS AND BREAK EDGES 005

DATE	02/16/10
REVISED BY	ACG
REVISION	CC
SCALE	1 OF 2
STANDARD	NIS
MATERIAL	A36
FINISH	Galv A123

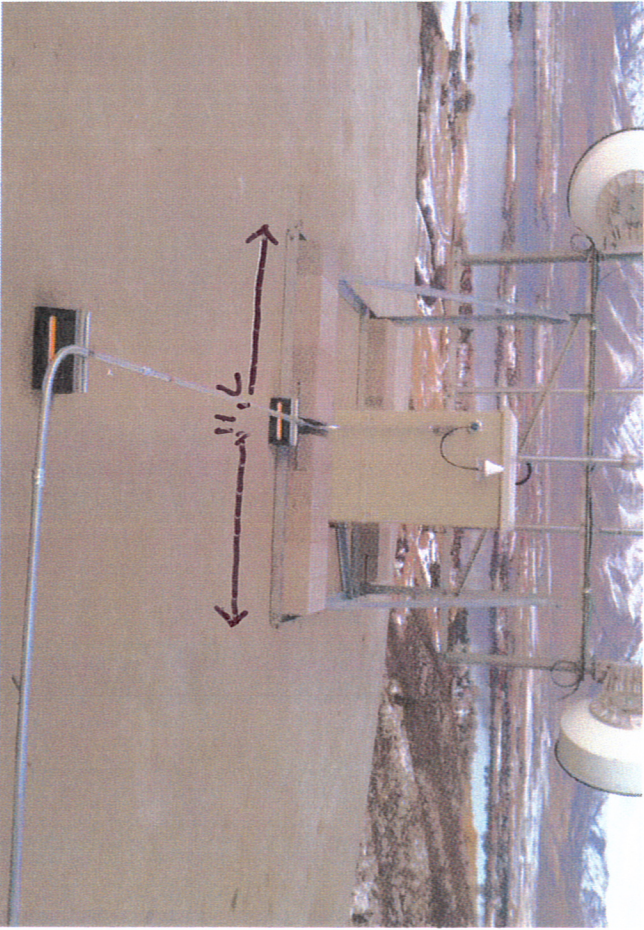
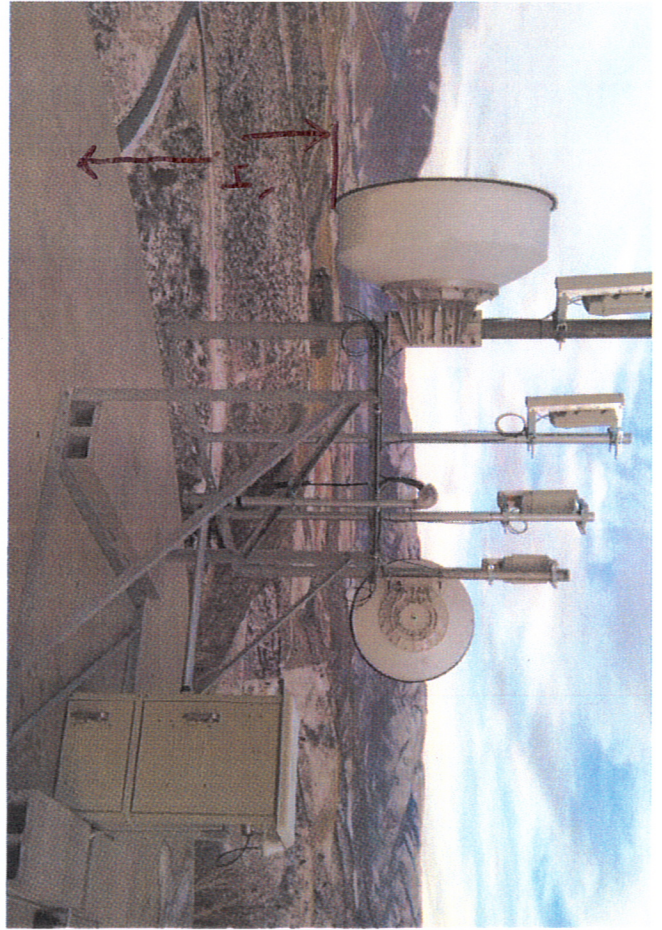
DESCRIPTION	Non-Penetrating Roof Frame, 10'-6" (3.2m) pipe mounts not included
Drawing Type	Assembly Drawing
Part Number	WS-NPRF10-R
Part Name	313141

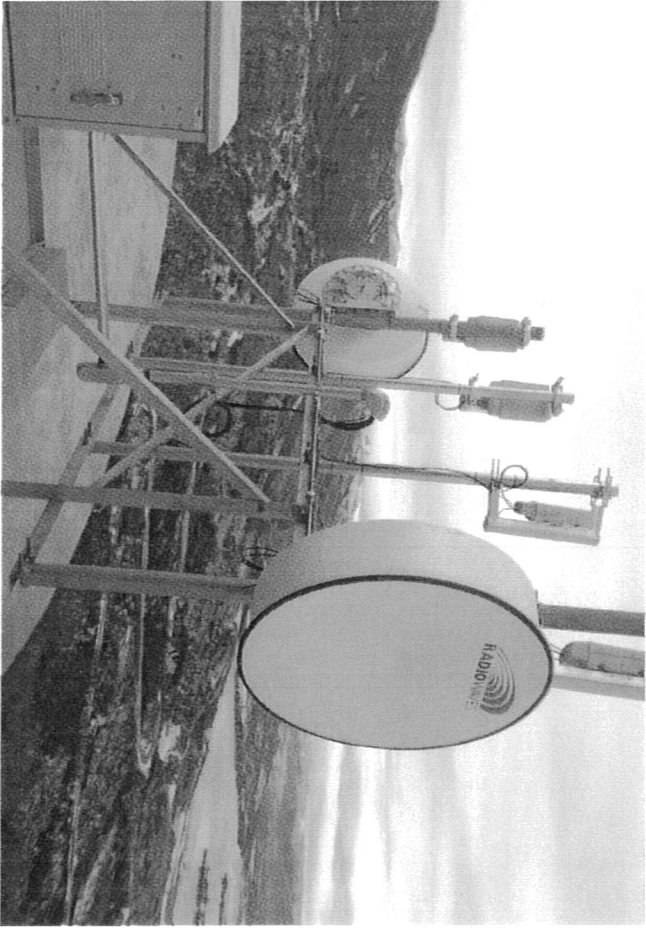
Parts List

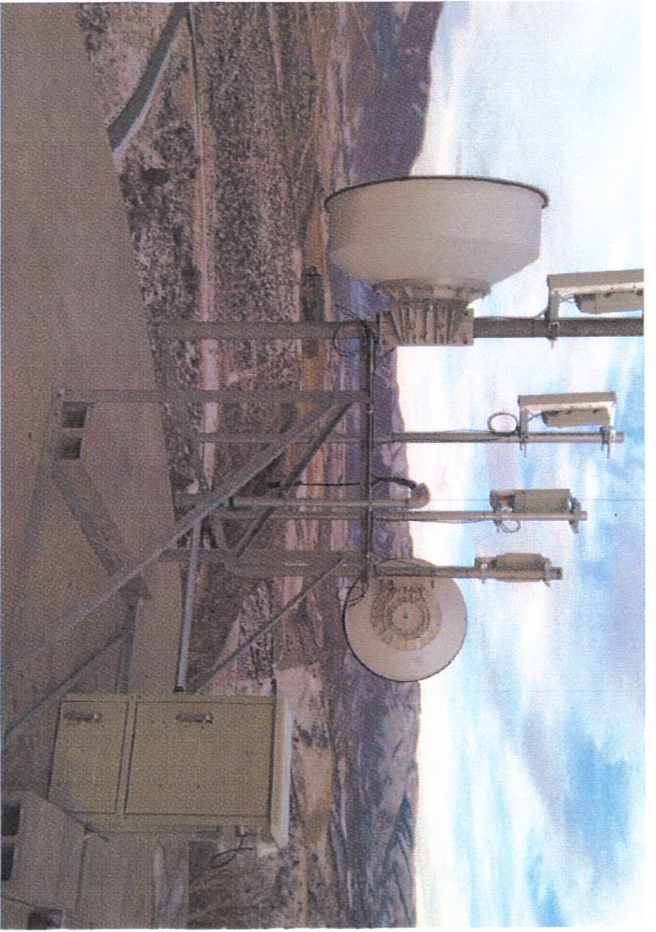
ITEM	DESCRIPTION	QTY
1	ANGLE, SIDE	2
2	ANGLE, BALLAST	4
3	ANGLE, FRONT	2
4	ANGLE, FRONT DIAGONAL	1
5	ANGLE, SIDE DIAGONAL	2
6	ANGLE, BOTTOM DIAGONAL	1
7	BENT PLATE	2
8	ANGLE, PIPE MOUNT 10'	2
9	ANGLE, CORNER	6
10	1/2" X 1-1/2" GALV BOLT KIT (A325)	30
11	5/8 X 2-1/2" X 4" GALV U-BOLT KIT	8

REVISIONS		BY	DATE
REV.	ECO	ACG	02/16/10
A	MTW		
	INITIAL RELEASE		

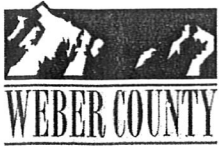












WEBER COUNTY CMS RECEIPTING SYSTEM
OFFICIAL RECEIPT

*** REPRINT ***

Date: 15-DEC-2011

Receipt Nbr: 119

ID# 334

Employee / Department: ANGELA MARTIN - 4181 - PLANNING
Monies Received From: DIGIS
Template: PUBLIC WORKS
Description: CUP

The following amount of money has been received and allocated to the various accounts listed below:

Total Currency	\$	_____	.00
Total Coin	\$	_____	.00
Total Debit/Credit Card	\$	_____	225.00
Pre-deposit	\$	_____	.00
Total Checks	\$	_____	.00
Grand Total	\$	=====	225.00

Account Number	Account Name	Comments	Total
2011-01-4181-3419-0550-000	ZONING FEES		225.00
TOTAL \$			225.00

Check Amounts

Total Checks: Total Check Amounts: \$.00

*** SAVE THIS RECEIPT FOR YOUR RECORDS ***

Staff process checklist for Conditional Use Applications

- Date
- _____ Confirm that the land use ordinance allows the proposed use as a conditional use in the zone for which it is proposed
 - _____ Confirm the application contains the information required by the ordinance
 - _____ Confirm that the application has been filled out completely with the appropriate fees paid
 - _____ Send application to review agencies
 - _____ Place the item on the Planning Commission for a public meeting
 - _____ Provide the applicant with a copy of staff report that has been prepared in response to the application at least 3 days in advance of any meetings
 - _____ Provide notice of public meeting as per county ordinance (state code has no requirement)
 - _____ Place a copy of the label list of property owners in the file
 - _____ Conduct meeting allowing broad input from the applicant. Findings based on applicant's compliance with the Ordinances
 - Either:
 - _____ Approve the use as proposed; or
 - _____ If appropriate, impose reasonable conditions supported by substantial evidence in the record that cause the application to:
 - Comply with the standards in the ordinance; and
 - Mitigate the potentially negative aspects of the proposed use that are required by standards in the ordinance; or
 - Deny the use and adopt findings supported by substantial evidence in the record why the application:
 - Does not comply with the standards in the ordinance; and
 - Cannot be mitigated by additional conditions
 - _____ Preserve the record of the proceedings to document the law and evidence that was considered by the Land Use Authority
 - _____ Update Conditional Use index to reflect approval date
 - _____ Send applicant notice of decision
 - _____ Issue land use permit 15 days from the date the notice of decision was sent, if no appeals have been filed
 - _____ Place a copy of the land use permit in the file

Staff process checklist for Conditional Uses appealed to the County Commission

- Date
- _____ Determine that a final land use decision has been rendered by the a land use authority
 - _____ Verify that the request for appeal was filed in a timely manner (15 days)
 - _____ Verify that the request for appeal is sufficiently complete for consideration. If not, inform the appellant, specifically, how the appeal is deficient
 - _____ Provide a copy of applicants appeal of Planning Commission (land use authority) decision and a copy of the minutes to the County Commission
 - _____ Prepare staff report and place on County Commission agenda one week prior to public meeting date
 - _____ Notify applicant of meeting and provide copy of staff report
 - _____ Send out notices as required by county ordinances. A public hearing is not required
 - _____ Review standards in the ordinance and state law that apply to the consideration of appeal
 - _____ The appeal body acts in a quasi-judicial manner and gathers evidence impartially. Afford the appellant due process, which includes the rights of notice, to be heard, to confront witness, and to respond to evidence submitted by others
 - _____ Preserve the record of the proceedings to document the law and evidence that was considered by the appeal authority
 - _____ Update Conditional Use index to reflect decision
 - _____ Send applicant notice of decision



Weber County Planning Division

WEBER COUNTY AGENCY REVIEW Of Conditional Use Permits

<u>PAPER</u>	<u>ELECTRONIC</u>	<u>AGENCY</u>
<input type="radio"/>	<input checked="" type="radio"/>	ENGINEERING
<input type="radio"/>	<input checked="" type="radio"/>	BUILDING INSPECTION
<input type="radio"/>	<input checked="" type="radio"/>	ASSESSORS
<input type="radio"/>	<input checked="" type="radio"/>	HEALTH
<input type="radio"/>	<input checked="" type="radio"/>	FIRE
<input type="radio"/>	<input type="radio"/>	ANIMAL CONTROL SERVICES

OTHER AGENCY REVIEW

<u>PAPER</u>	<u>ELECTRONIC</u>	<u>AGENCY</u>
<input type="radio"/>	<input type="radio"/>	<u>WEBER BASIN WATER CONS. DISTRICT</u>
<input type="radio"/>	<input type="radio"/>	<u>BONA VISTA WATER</u>
<input type="radio"/>	<input type="radio"/>	<u>CENTRAL WEBER SEWER DISTRICT</u>
<input type="radio"/>	<input type="radio"/>	<u>DIVISION OF AIR QUALITY</u>
<input type="radio"/>	<input type="radio"/>	<u>UTAH DEPT OF TRANSPORTATION</u>
<input type="radio"/>	<input type="radio"/>	<u>USFS OGDEN RANGER DISTRICT</u>
<input type="radio"/>	<input type="radio"/>	<u>WEDCORP (Jon Kasina)</u>

--If processing by paper, please respond to this review request **by returning this form** and the attached plan **within 14 days** to:

Weber County Planning Commission, 2380 Washington Blvd., Ste 240, Ogden, UT 84401-1473

--If processing through Miradi, submit your response **within 14 days**

-- If you have any questions or need further information, please call 399-8791, Fax 399-8862

Thank You, Kary Serrano