

Exhibit A: Recommended Zoning Development Agreement w/markups

WEBER COUNTY

Field Code Changed

SECOND AMENDED ZONING DEVELOPMENT AGREEMENT-AMENDMENT NO. 2DED

CONTRACT #

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PARTIES: The parties to this amended Zoning Development Agreement (Agreement) are Scott Best DBA Dog and Bone, LLC ("the petitioner") and Weber County Corporation ("the County").

EFFECTIVE DATE: The effective date of this Agreement will be the date that rezoning approval is granted as outlined below by the Weber County Commission ("the Commission").

RECITALS: Whereas, the petitioner has rezoned property generally located at 4022 North and 3500 East within the unincorporated area of Weber County, Utah from an -Agricultural Valley -3 (AV-3)- Zone to a -Commercial Valley-2 (CV-2)- Zone for the purpose of constructing retail and professional space on property which consists of 1.27 acres and is more particularly described in EXHIBIT A attached hereto and incorporated herein by this reference ("the property"); and,

WHEREAS, the County seeks to promote the health, welfare, safety, convenience and economic prosperity of the inhabitants of the County through the establishment and administration of Zoning Regulations concerning the use and development of land in the unincorporated area of the County as a means of implementing the adopted General Plan of all or part of the County; and

WHEREAS, the petitioner has requested that certain property be rezoned for purposes of allowing him or his designees to develop the property in a manner which has been outlined to the Planning Commission; and

WHEREAS, the petitioner considers it to his advantage and benefit for the County to review his petition for rezoning based upon having prior knowledge of the development that is proposed for the property so as to more completely assess its compatibility with the County's General Plan and for the area and the existing land use surrounding the property to be rezoned as described in Exhibit A; and

WHEREAS, the County is desirous of rezoning the property for the purpose of developing the property in the manner outlined to the county but does not feel that the property should be rezoned unless the development that the petitioner contemplates is commenced and completed on the property within an agreed upon reasonable time; and

WHEREAS, it is in the best interests of both the petitioner and the County that in the event the petitioner's project is not commenced, constructed and completed within a reasonable time that the zoning of the parcel described in Exhibit A be rezoned back to the zoning that existed prior to granting petitioners initial rezoning request; and

WHEREAS, the petitioner has acknowledged that, due to the lack of progress on the approved project, he will be in default of the previously approved Zoning Development Agreement; and

WHEREAS, the petitioner has requested that the County extend the expiration date of the previously approved Zoning Development Agreement recorded in the Office of the Weber County Recorder as entry number 2318817 and the Zoning Development Agreement Amended recorded in the Office of the Weber County Recorder as entry number 2453295; and

WHEREAS, the petitioner has brought forth a written request to amend the concept development plan as allowed in the previously approved Zoning Development Agreement; and

Exhibit A: Recommended Zoning Development Agreement w/markups

WHEREAS, the petitioner has identified the need to revise the conceptual design of the building to facilitate the required site improvements in a manner that will coincide with the vision of the area and will be more desirable for future tenants; and

WHEREAS, it is in the best interests of both the petitioner and the County that the concept development plan is viable and harmonious with the County's General Plan; and

WHEREAS, the County Commission, after receiving a recommendation from the Ogden Valley Planning Commission, has determined that proposed development continues to conform to the goals and objectives of the Ogden Valley General Plan and continues to be a benefit to both parties involved;

NOW THEREFORE, for good and valuable consideration in receipt of which is hereby acknowledged and accepted by both parties, the parties hereto mutually agree and covenant as follows:

1. The County will maintain, for an agreed upon amount of time, the zoning of the property described in Exhibit A from which was rezoned from an Agricultural Valley-3 (AV -3) Zone to a Commercial Valley-2 (CV-2) Zone for the purpose of allowing the petitioner to construct his pre-design project on the subject property.
2. The petitioner will develop the subject property based on the amended concept development plan attached hereto and marked as Exhibit B. The attached plan may be phased, refined and modified but the general concept of the plan will not be changed without prior formal approval of the County. The petitioner will begin construction on the designated project described in Exhibit B within 4 years of the date on which final approval of the rezoning petition was originally granted and will complete all phases of the project within ~~108 months~~ 9 years of original rezoning approval date.
3. Petitioner acknowledges that, if the project has not begun or has not been completed within the time frames outlined above, he/she will request that the property be rezoned from a Commercial Valley-2 (CV-2) Zone to an Agricultural Valley-3 (AV-3) Zone and this document will serve as his/her request that the property be rezoned by the County. Petitioner understands that the County's granting of his/her rezoning petition is contingent upon him/her completing the project substantially as outlined in Exhibit B and within the time frame outlined in this agreement.
4. The petitioner agrees that only uses which comply with the Zoning Ordinance provisions will be approved on the petitioned property as part of a more specific and more detailed Site Plan. No other uses will be approved.
5. The responsibilities and commitments of the petitioner and the County as detailed in this document, when executed, shall constitute a covenant and restriction, running with the land and shall be binding upon the petitioner/owner his assignees and successors in interest, and shall be recorded in the Office of the Weber County Recorder.
6. Both parties recognize the advantageous nature of this Agreement which provides for the accrual of benefits and protection of interests to both parties.
7. The County will review more detailed development plans and approve/ issue Land Use or Conditional Use Permits for only those uses and site design standards that comply with the Zoning Ordinance provisions.

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Exhibit A: Recommended Zoning Development Agreement w/markups

8. The following conditions, occurrences or actions will constitute a default by the petitioner, his assigns or successors in interest:
- failure to present a detailed development plan including proposed uses for the project, or a major phase thereof, gain County approval and obtain Land Use/Conditional Use and Building Permits and complete construction within the time periods specified in this Agreement.
 - disposing of the property for any other purpose than that approved by this Agreement, the concept development plan and general uses and any subsequent more detailed plans and uses approved by the County.
 - a written petition by the petitioner, his/her assigns or successors in interest, filed with the County seeking to void or materially alter any of the provisions of this Agreement.
9. In the event that any of the conditions constituting default by the petitioner, his/her assigns or successors in interest occur, the County finds that the public benefits to accrue from rezoning as outlined in this Agreement will not be realized.
- In such a case, the County shall examine the reasons for the default and lack of progress or proposed major change of plans, and either approve an extension of time or major change to the concept plan or initiate steps to revert the zoning designation to its former zone.
10. The parties may amend or modify the provisions of this Agreement and/or the concept development plan only by written instrument and after considering the recommendation of the County Planning Commission which may hold a public hearing to obtain public input on the proposed amendment or modification if deemed warranted.
11. This Agreement with any amendments shall be in full force and effect until all construction and building occupancy has taken place as per approved development plans or until the property covered herein has been reverted to its former zone designation as a result of default.
12. Nothing contained in this Agreement constitutes a waiver of the County's sovereign immunity under any applicable state law.
13. ~~In the event that legal action is required in order to enforce the terms of this agreement, the prevailing party shall be entitled to receive from the faulting party any costs and attorney's fees incurred in enforcing this agreement from the defaulting party.~~
- 13.4. This agreement constitutes the entire agreement between the parties. No changes or alternatives may be made in this agreement except in writing signed by both parties.

Comment [r1]: Check with legal to see if this portion should be removed from agreement possibly adding performance.

Met with Chris and Dustin, ok to remove this clause with no requirements for performance based on #11.

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List of Intended Uses:

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The intended uses are the uses listed in the Weber County Zoning Ordinance Title 104 Chapter 2148-B

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The parking needs to be located to the rear of the building as much as possible.

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Exhibit A: Recommended Zoning Development Agreement w/markups

Documents Attached:

Exhibit A (Property Description)

Exhibit B (Concept Development Plan and Photo)

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Approved by the parties herein undersigned this _____ day of _____, 20__.

Developer Petitioner

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INDIVIDUAL ACKNOWLEDGMENT

State of Utah _____)

_____)ss

County of Weber)

_____ On the _____ day of _____ A.D. 20__

personally appeared before me

the signer(s) of the within instrument, who duly acknowledged to me that he/she executed the same.

_____) Notary Public

_____ Residing at: _____, Utah

*

Exhibit A: Recommended Zoning Development Agreement w/markups

CORPORATE ACKNOWLEDGMENT

State of Utah)
)
) ss
)
County of Weber)

On the _____ day of _____ A.D. 20____

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personally appeared before me _____ duly sworn, did say that he/she is the _____ of _____, the corporation which executed the foregoing instrument, and that said instrument was signed in behalf of said corporation by authority of a Resolution of its Board of Directors that the said corporation executed the same.

Notary Public
Residing at:

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APPROVED AS TO FORM:

Weber County Attorney	Date
-----------------------	------

APPROVED:

Chairperson, Weber County Commission _____ Date _____

Exhibit A: Recommended Zoning Development Agreement w/markups

ATTEST:

Weber County Clerk

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EXHIBIT A

Property description of area petitioned for rezoning:

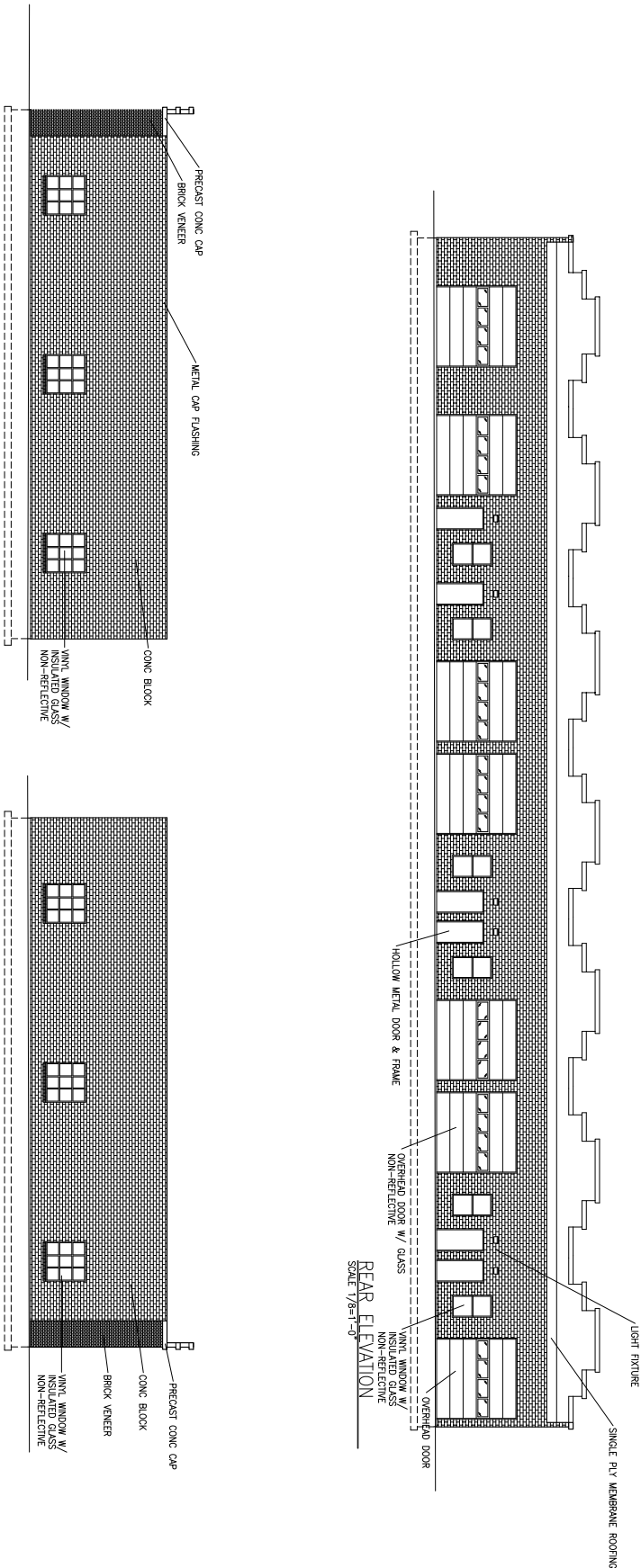
PART OF THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 7 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY. BEGINNING AT A POINT 430 FEET SOUTH OF THE NORTHWEST CORNER OF THE SOUTH 1/2 OF SAID NORTHEAST QUARTER, THENCE EAST 11 RODS, THENCE SOUTH 263 FEET, THENCE WEST 11 RODS, THENCE NORTH 263 FEET TO BEGINNING.

| [PARCEL # 22-010-0065](#) CONTAINING 1.095 ACRES; AND

PART OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 7 NORTH, RANGE 1 EAST, SALT LAKE MERIDIAN, U.S. SURVEY. BEGINNING AT A POINT 24.413 RODS SOUTH OF THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID NORTHEAST QUARTER SECTION, RUNNING THENCE SOUTH 1.647 RODS; THENCE EAST 11 RODS, THENCE NORTH 1.647 RODS, THENCE WEST 11 RODS, TO THE PLACE OF BEGINNING.

| [PARCEL # 22-010-0064](#) CONTAINING 0.11 ACRES

Exhibit A: Recommended Conceptual Development Plan



DOG
NEW BUILDING SHELL
3500 EAST
LIVERTY, UTAH



RIDGELINE DESIGN ARCHITECTS
1708 EAST 5550 SOUTH #20
SOUTH OGDEN, UT 84403
PHONE: 801-392-6882 FAX: 801-621-1494
www.ridgeline-design.com

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Exhibit A: Recommended Conceptual Development Plan

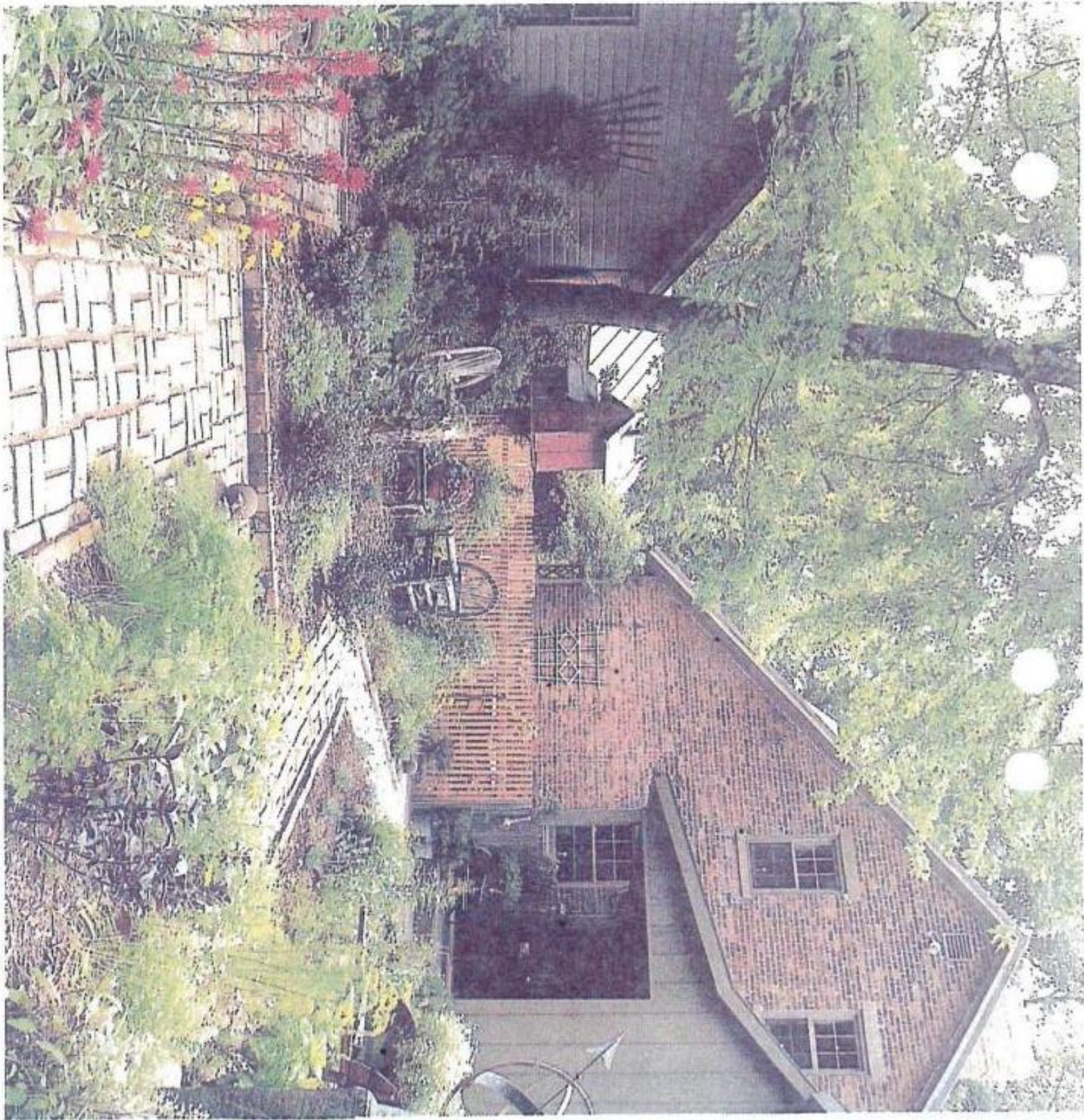
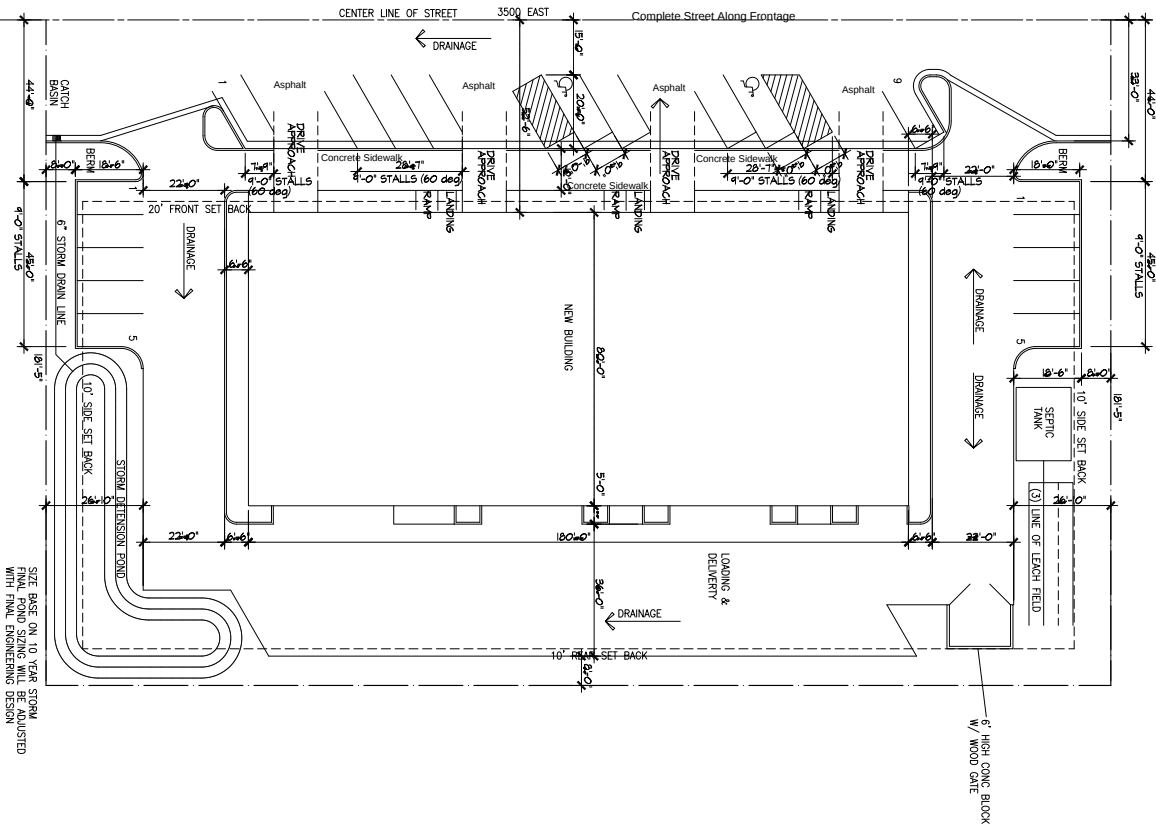


Exhibit A: Recommended Conceptual Development Plan



SITE PLAN
SCALE 1"=10'-0"



DOG
SHELL BUILDING
3500 EAST
LIBERTY, UTAH

CODE SUMMARY

OCCUPANCY TYPE: 8/5-1
CONSTRUCTION TYPE: V/B
MAXIMUM NO. STORIES: 2
MAXIMUM HEIGHT: 40 FT
ALLOWABLE AREA: 9,000 SQ FT
STORY AREA (SCHEDULED): 9,000 SQ FT X .75 = 6,750
YARD INCREASE: YES ALLOWABLE INCREASE .75
MAX ALLOWABLE AREA: 9,000 + 6,750 = 15,750 SQ FT
STRUCTURAL FRAME: 0
BEARING WALL EXTERIOR: 0
NONBEARING WALL: 0
INTERIOR: 0
FLOOR / CEILING: 0
ROOF / CEILING: 0

BUILDING SUMMARY

NO. STORIES: 1 STORY
MAXIMUM HEIGHT: 35'-0" REQUIRED
MAXIMUM HEIGHT: 35'-0" PROVIDED
FLOOR PLAN AREA: 12,000 SQ FT
LANDSCAPE AREA 20%: 10,442 SQ FT REQUIRED
LANDSCAPE AREA: 10,845 SQ FT PROVIDED
PARKING: 30 REQUIRED 4 CLEANS
42 PROVIDED 6 EMPLOYEES

APPLICABLE CODE

2012 INTERNATIONAL BUILDING CODE
2012 INTERNATIONAL PLUMBING CODE
2012 INTERNATIONAL MECHANICAL CODE
2012 INTERNATIONAL FIRE ALARM CODE
2011 NATIONAL ELECTRICAL CODE
2011 INTERNATIONAL ENERGY CONSERVATION CODE
2012 INTERNATIONAL ENERGY CONSERVATION CODE
1997 UNIFORM CODE FOR BUILDING CONSERVATION

INDEX



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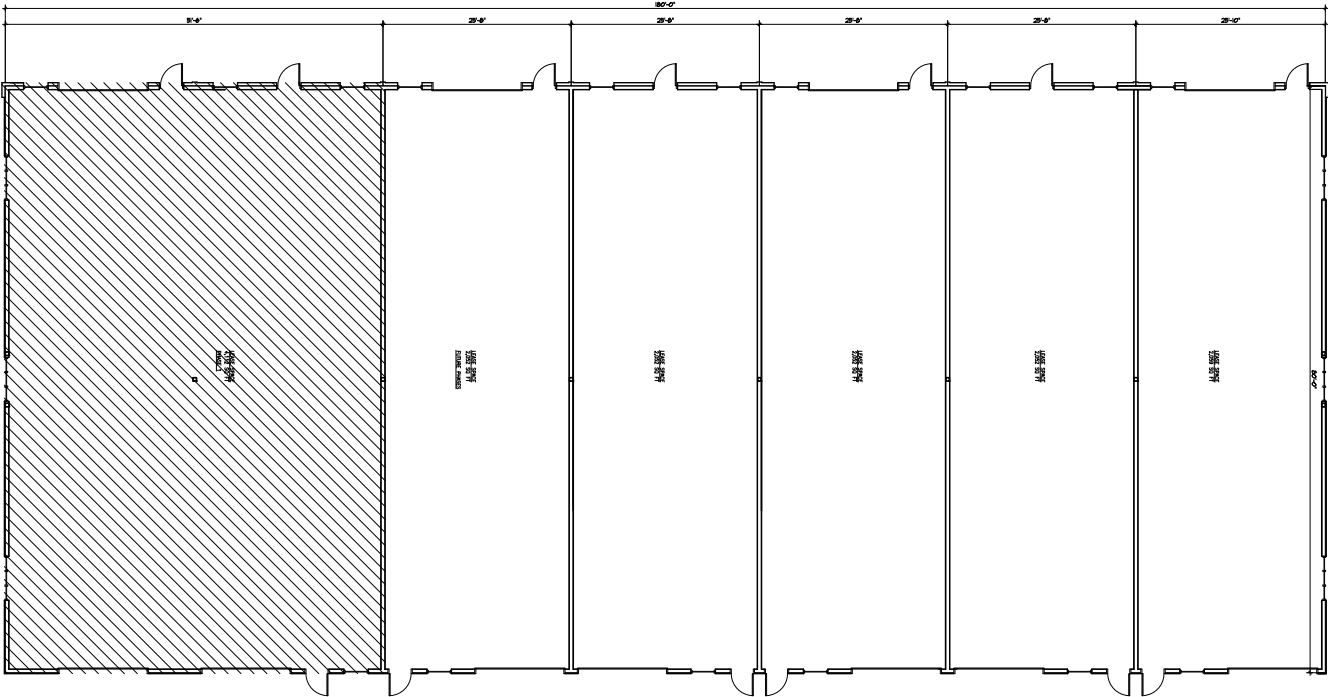
DATE: 03/11/2014
DRAWING: 1444

DOG
BUILDING SHELL
3500 EAST
LIBERTY, UTAH

COVER SHEET

C-0

Exhibit A: Recommended Conceptual Development Plan



GROUND FLOOR PLAN
SCALE 1/4"=1'-0"



- WALL LEGEND**
- EXTERIOR 2 X 6 W/ BRICK VENEER
 - EXTERIOR 2 X 6 W/ STUCCO
 - INTERIOR 2 X 4 WALL

- PHASING PLAN**
- PHASE 1
 - PHASE 2

Exhibit B: Ogden Valley Planning Commission

Motion (Unapproved)

Minutes of the Ogden Valley Planning Commission Regular meeting held on November 25, 2014, in the Weber County Library, Ogden Valley Branch, Huntsville, UT commencing at 5:00 p.m.

Present: Pen Hollist, Chair; Greg Graves, Will Haymond, Laura Warburton, Kevin Parson, John Howell

Absent/Excused: Ann Miller

Staff Present: Sean Wilkinson, Planning Director; Scott Mendoza, Principle Planner, Charlie Ewert, Principle Planner; Ronda Kippen, Planner; Dustin Parmley, Legal Counsel; Kary Serrano, Secretary

- 2. CUP 2014-25:** Consideration and action on a Conditional Use Permit (CUP) application for an auto repair and service shop located at approximately 4022 North 3500 East in Liberty, in the Commercial Valley-2 (CV-2) Zone (Justin Pack, Applicant)

2.2. Legislative Items

a. New Business:

- 1. ZDA 2014-02:** Consideration and action on a request to amend the "Conceptual Development Plan" within the Zoning Development Agreement that was previously approved as Contract #2007-271 and amended by Contract #2009-182 (Dog and Bone, LLC, Applicant, Justin Pack, Agent)

MOTION: Commissioner Warburton moved to recommend approval on ZDA 2014-02 to the County Commission to amend the new Conceptual Development Plan. Commissioner Parson seconded.

DISCUSSION: Commissioner Warburton asked where this is legislative, how many more people would be noticed. Ronda Kippen replied that a Zoning Development Agreement is not required to be noticed. It's the rezone that is required to be noticed. Commissioner Warburton said where they are not responsible for the business aspect, and she would feel good about going with this approval, because they are very limited they can change on this. They meet all the requirements and she has to make a motion to approve the CUP and she would like to see a change where they use natural brick or something that is 1920's. Chair Hollist suggested that she stay in the conceptual plan. Commissioner Warburton replied that this is conceptual approval includes the design. Are they okay with the new look, the brick, they layout, the design, and this doesn't have to look like the Blacksmith Design, and she is having a difficult time with the painted brick. Commissioner Graves said that his reaction was bad and he appreciated in the applicant taking the time in educating him of what he was trying to do and why the paint was used when it was used, and why he was going for that look. He said that was not his favorite look, but he realized that there was a lot of thought and consideration into going that route. A brick look would be more generally accepted across the valley. He is not for making a mirror image of the Blacksmith Shop because that needs to be distinctive; as this needs to be distinctive but so they are like two different worlds. The applicant could capture the same kind details that he is looking for in his façade with using brick. He doesn't have problem with the use, the phasing, and not sure with the parking issue.

FRIENDLY AMENDMENT: Commissioner Graves moved to amend the motion to keep the brick with the old conceptual design and not according to the conditional use design.

VOTE: A vote was taken with Commissioner's Warburton, Graves, Howell, Haymond, and Parson voting aye and Chair Hollist voting nay. Motion Carried (5-1)

MOTION: Commissioner Warburton moved to approve CUP 2014-25 with all applicable approvals with staff and other agency requirements. Commissioner Howell seconded.

FRIENDLY AMENDMENT: Commissioner Graves moved to amend the motion to include trees within the tree grades in the sidewalk.

FRIENDLY AMENDMENT: Commissioner Howell moved to add the hours of operation from 7 a.m. to 7 p.m. and closed on Sunday.

VOTE: A vote was taken with Commissioner's Warburton, Graves, Howell, Haymond, and Parson voting aye and Chair Hollist voting nay. Motion Carried (5-1)

DOG AND BONE, LLC

326 N. WILKIE STREET KAYSVILLE, UT 84037 | 801-698-1185 | PAMCOLLARD@COMCAST.NET

September 20, 2014

Weber County Commissioners & Ogden Valley Township Planning Commission
2380 Washington Blvd., Suite 240
Ogden, UT 84401

Dear County Commissioners & Ogden Valley Township Planning Commission

We are requesting an amendment to Zoning Development Agreement Contract # C2009-182 to change site plan and building plan regarding property located at 4022 N. 3500 E. in Liberty, UT. This property currently has a CV2 zone.

Property has been marketed for years with no suitable tenant found due to the lack of demand for space as currently designed.

We currently have a tenant arranged and ready to move in upon completion of site and building plan with new design. This tenant has potential to be a long term tenant in the space. Tenant has experience and has acquired the equipment necessary to run an automotive repair shop. This tenant however, would not be able to use the building with its current design.

Through other completed projects we have done in the valley we feel that this new design will better compliment the valley. This experience has also led us to the determination that there is a need for commercial multiple use space which this new design provides.

Plans for this new site and building plan are ready and have an estimated construction start date of middle to end of October.

Please see attached plans.

Sincerely,

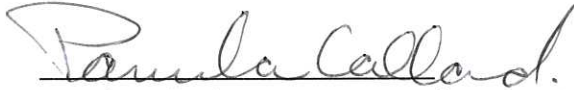


DOG AND BONE, LLC
Pamela Collard

Exhibit C: Amendment Request

Authorized Representative Affidavit

We, Dog and Bone, LLC, the owner of the real property located at 4022 N. 3500 E. Liberty, UT 84310, do authorize as our representative Justin Pack, to represent us regarding the attached letter to the County Commissioners & Ogden Valley Township Planning Commission and to appear on our behalf before any administrative or legislative body in Weber County considering the application and to act in all respects as our agent in matters pertaining to the attached application.



Pamela Collard, Manager Dog and Bone, LLC

Dated this 14 day of ^{October}~~September~~, 2014, personally appeared before me Pamela Collard, the signer of the Representative Authorization Affidavit who duly acknowledged to me that they executed the same.



(Notary)



Exhibit C-1: Amendment Request-Architectural Renderings

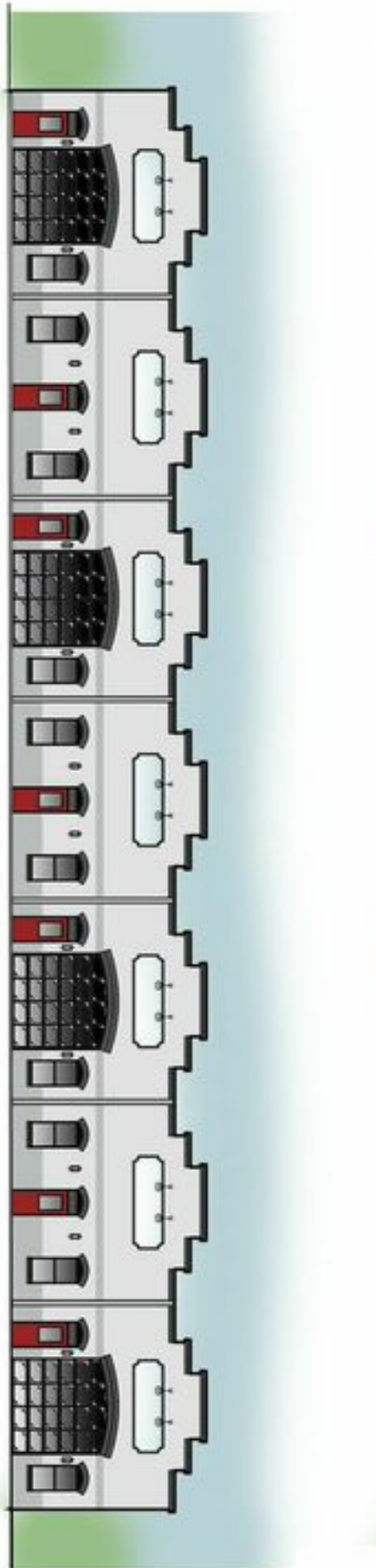


Exhibit C-2: Amendment Request-Building Plan

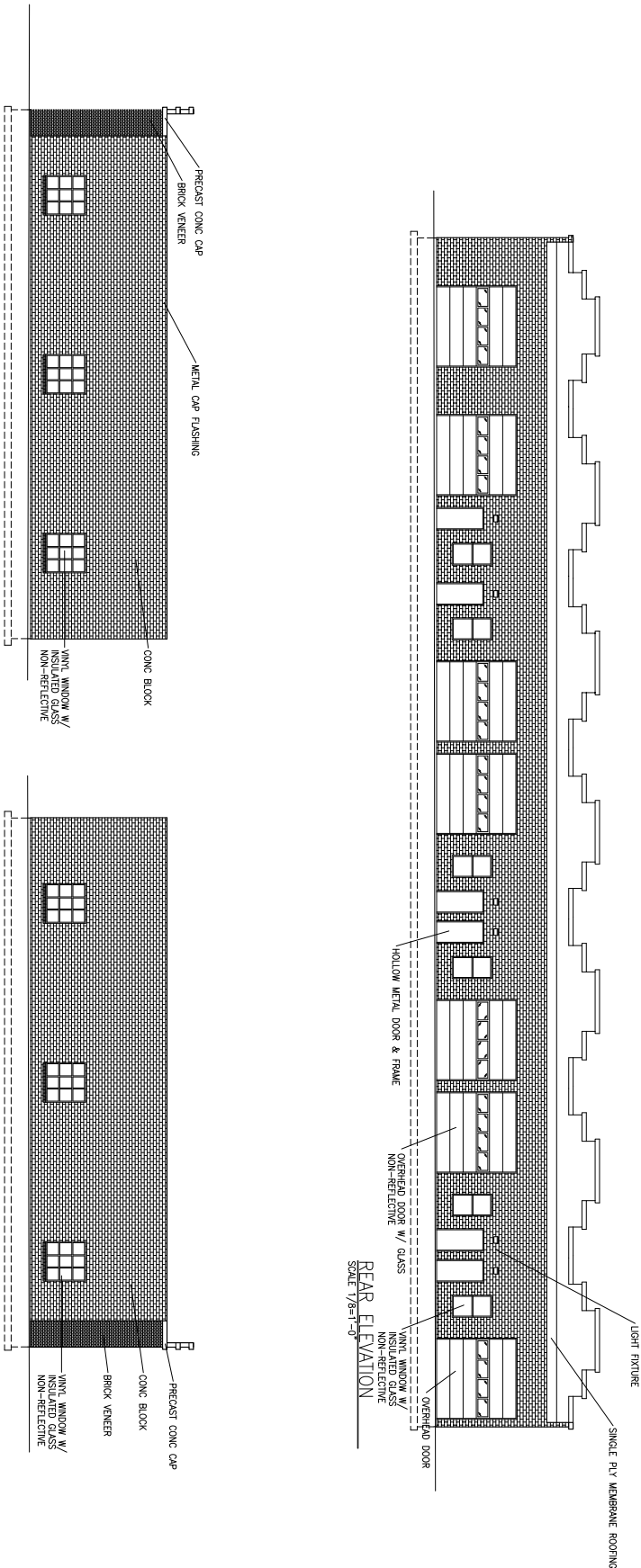
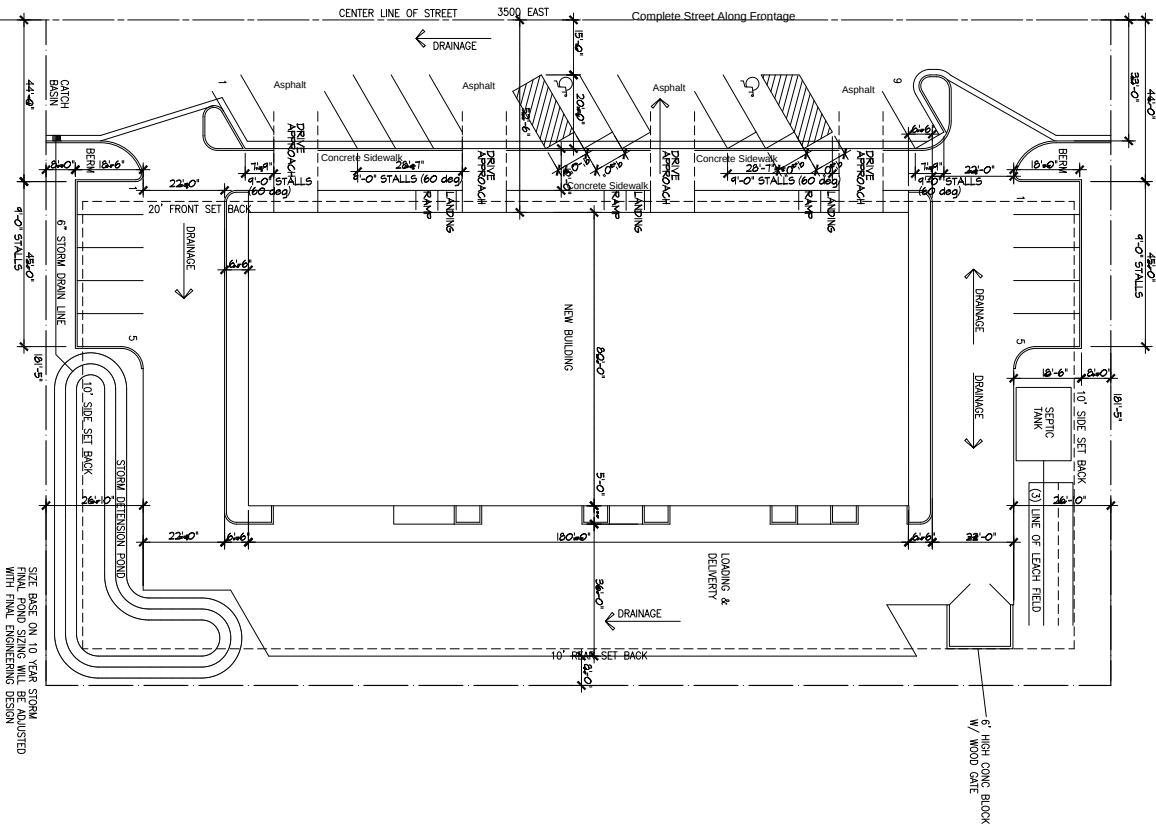


Exhibit C-3: Amendment Request-Site Plan



SITE PLAN
SCALE 1"=10'-0"



DOG
SHELL BUILDING
3500 EAST
LIBERTY, UTAH

CODE SUMMARY

OCCUPANCY TYPE: 8/5-1
CONSTRUCTION TYPE: V/B
MAXIMUM NO. STORIES: 2
MAXIMUM HEIGHT: 40 FT
ALLOWABLE AREA: 9,000 SQ FT
STORY AREA: 3,000 SQ FT
YES ALLOWABLE INCREASE: .75
9,000 SQ FT X .75 = 6,750
9,000 + 6,750 = 15,750 SQ FT
MAX ALLOWABLE AREA: 9,000 + 6,750 = 15,750 SQ FT
STRUCTURAL FRAME: 0
BEARING WALL EXTERIOR: 0
NONBEARING WALL: 0
INTERIOR: 0
FLOOR / CEILING: 0
ROOF / CEILING: 0

BUILDING SUMMARY

NO. STORIES: 1 STORY
MAXIMUM HEIGHT: 35'-0" REQUIRED
MAXIMUM HEIGHT: 35'-0" PROVIDED
FLOOR PLAN AREA: 12,000 SQ FT
LANDSCAPE AREA 20%: 10,442 SQ FT REQUIRED
LANDSCAPE AREA: 10,845 SQ FT PROVIDED
PARKING: 30 REQUIRED 4 CLEANS
42 PROVIDED 6 EMPLOYEES

APPLICABLE CODE

2012 INTERNATIONAL BUILDING CODE
2012 INTERNATIONAL PLUMBING CODE
2012 INTERNATIONAL MECHANICAL CODE
2012 INTERNATIONAL ELECTRICAL CODE
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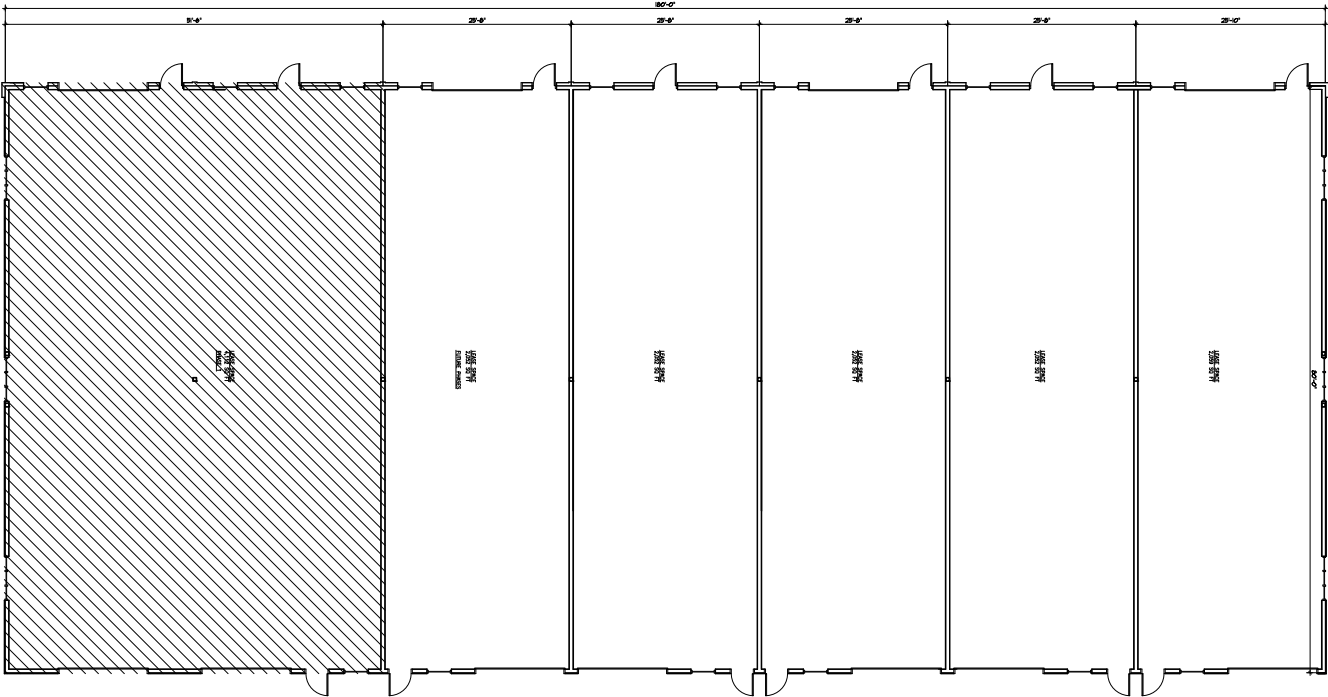
DATE: 01/11/2014
DRAWING: 1444

DOG
BUILDING SHELL
3500 EAST
LIBERTY, UTAH

COVER SHEET

C-0

Exhibit C-4: Amendment Request-Phasing Plan



PHASING PLAN

- PHASE 1
- PHASE 2

WALL LEGEND

- EXTERIOR 2 X 6 W/ BRICK VENER
- EXTERIOR 2 X 6 W/ STUCCO
- INTERIOR 2 X 4 WALL

GROUND FLOOR PLAN
SCALE 1/4"=1'-0"



DOG
NEW BUILDING SHELL
3500 EAST
LIBERTY, UTAH

Sheet Title:
FLOOR PLAN

Project Number:
144

Date:
5-5-2014
Drawing by: J. Z. W.
Checked by: J. Z. W.

Drawn by:



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A-1

Exhibit D: Original Zoning
Development Agreement
Contract# 2007-271



"W2318817"

C2007-271

EH 2318817 PG 1 OF 9
ERNEST D ROWLEY, WEBER COUNTY RECORDER
31-JAN-08 1006 AM FEE \$4.00 DEP SPY
REC FOR: WEBER COUNTY CLERK

ORDINANCE NO. 2007-31

An Ordinance of Weber County, Rezoning property at 4022 North 3500 East from Agricultural Valley-3 (AV-3) to Commercial Valley-2 (CV-2).

WHEREAS, The Board of County Commissioners of Weber County, Utah, find that the proposed rezoning will comply with the goals and objectives of the General Plan and will promote property rights; and

WHEREAS, the Ogden Valley General Plan has identified this area as an area of expansion of the commercial node; and

WHEREAS, The Board of County Commissioners of Weber County, Utah, after appropriate notice, held a public hearing on November 13, 2007, to allow the general public to comment on the proposed rezone; and

NOW THEREFORE, The Board of County Commissioners of Weber County, State of Utah, Ordain that the following legal descriptions are hereby rezoned from Agricultural Valley-3 (AV-3) to Commercial Valley-2 (CV-2):

22-010-0060 PT

PART OF THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 7 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY. BEGINNING AT A POINT 430 FEET SOUTH OF THE NORTHWEST CORNER OF THE SOUTH 1/2 OF SAID NORTHEAST QUARTER, THENCE EAST 11 RODS, THENCE SOUTH 263 FEET, THENCE WEST 11 RODS, THENCE NORTH 263 FEET TO BEGINNING. CONTAINING 1.095 ACRES; AND

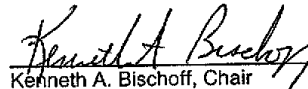
22-010-0060 PT

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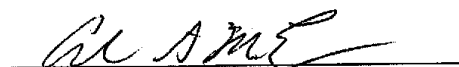
Passed, adopted and a synopsis ordered published this 13 day of November 2007, by the Board of County Commissioners of Weber County, Utah,

Commissioner Bischoff
Commissioner Dearden
Commissioner Zogmaister

Voting aye
Voting aye
Voting aye


Kenneth A. Bischoff, Chair

ATTEST:


Alan McEwan, CPA
Weber County Clerk/Auditor



**Exhibit D: Original Zoning
Development Agreement**

Contract# 2007-271

C2007-271
WEBER COUNTY

ZONING DEVELOPMENT AGREEMENT

11-13
Ord 2007-31
EH 2318817 PG 2 OF 9

PARTIES: The parties to this Zoning Development Agreement (Agreement) are Scott Best ("the petitioner") and Weber County Corporation ("the County").

EFFECTIVE DATE: The effective date of this Agreement will be the date that rezoning approval is granted as outlined below by the Weber County Commission ("the Commission").

RECITALS: Whereas, the petitioner seeks to rezone property generally located at 4022 North and 3500 East within the unincorporated area of Weber County, Utah from an Agricultural Valley-3 (AV-3) Zone to a Commercial Valley-2 (CV-2) Zone for the purpose of retail and professional space which property consists of 1.27 acres and is more particularly described in EXHIBIT A attached hereto and incorporated herein by this reference ("the property"); and,

WHEREAS, the County seeks to promote the health, welfare, safety, convenience and economic prosperity of the inhabitants of the County through the establishment and administration of Zoning Regulations concerning the use and development of land in the unincorporated area of the County as a means of implementing the adopted General Plan of all or part of the County; and

WHEREAS, petitioner has requested that certain property be rezoned for purposes of allowing him or his designees to develop the property in a manner which has been outlined to the Planning Commission; and

WHEREAS, the petitioner considers it to his advantage and benefit for the County to review his petition for rezoning based upon having prior knowledge of the development that is proposed for the property so as to more completely assess its compatibility with the County's General Plan and for the area and the existing land use surrounding the property to be rezoned as described in Exhibit A; and

WHEREAS, the County is desirous of rezoning the property for the purpose of developing the property in the manner outlined to the county but does not feel that the property should be rezoned unless the development that the petitioner contemplates is commenced and completed on the property within an agreed upon reasonable time; and

WHEREAS, it is in the best interests of both the petitioner and the County that in the event the petitioner's project is not commenced, constructed and completed within a reasonable time that the zoning of the parcel described in Exhibit A be rezoned back to the zoning that existed prior to granting petitioners initial rezoning request.

NOW THEREFORE, for good and valuable consideration in receipt of which is hereby acknowledged and accepted by both parties, the parties hereto mutually agree and covenant as follows:

1. The County will rezone the property described in Exhibit A from an Agricultural Valley-3 (AV-3) Zone to a Commercial Valley-2 (CV-2) Zone for the purpose of allowing the petitioner to construct his pre-design project on the subject property.
2. The petitioner will develop the subject property based on the concept development plan attached hereto and marked as Exhibit B. The attached plan may be refined and modified but the general concept of the plan will not be changed without prior formal approval of the County. The petitioner will begin construction on the designated project described in Exhibit B within 2 years of the date on which final approval of the rezoning petition is granted and will complete the project within 60 months of rezoning approval date.
3. Petitioner acknowledges that, if the project has not begun or has not been completed within the time frames outlined above, he will request that the property be rezoned from a Commercial Valley-2 (CV-2) Zone to an Agricultural Valley-3 (AV-3) Zone and this document will serve as his request that the property be rezoned by the County. Petitioner understands that the County's granting of his rezoning

Development Agreement~~Zoning Development Agreement~~**Contract# 2007-271**

Page 2

petition is contingent upon him completing the project substantially as outlined in Exhibit B and within the time frame outlined in this agreement.

4. The petitioner agrees that only uses which comply with the Zoning Ordinance provisions will be approved on the petitioned property as part of a more specific and more detailed Site Plan. No other uses will be approved.
5. The responsibilities and commitments of the petitioner and the County as detailed in this document, when executed, shall constitute a covenant and restriction, running with the land and shall be binding upon the petitioner/owner his assignees and successors in interest, and shall be recorded in the Office of the Weber County Recorder.
6. Both parties recognize the advantageous nature of this Agreement which provides for the accrual of benefits and protection of interests to both parties.
7. The County will review more detailed development plans and approve/issue Land Use or Conditional Use Permits for only those uses and site design standards that comply with the Zoning Ordinance provisions.
8. The following conditions, occurrences or actions will constitute a default by the petitioner, his assigns or successors in interest:
 - a. failure to present a detailed development plan including proposed uses for the project, or a major phase thereof, gain County approval and obtain Land Use/Conditional Use and Building Permits and complete construction within the time periods specified in this Agreement.
 - b. disposing of the property for any other purpose than that approved by this Agreement, the concept development plan and general uses and any subsequent more detailed plans and uses approved by the County.
 - c. a written petition by the petitioner, his assigns or successors in interest, filed with the County seeking to void or materially alter any of the provisions of this Agreement.
9. In the event that any of the conditions constituting default by the petitioner, his assigns or successors in interest occur, the County finds that the public benefits to accrue from rezoning as outlined in this Agreement will not be realized.

In such a case, the County shall examine the reasons for the default and lack of progress or proposed major change of plans, and either approve an extension of time or major change to the concept plan or initiate steps to revert the zoning designation to its former zone.
10. The parties may amend or modify the provisions of this Agreement and/or the concept development plan only by written instrument and after considering the recommendation of the County Planning Commission which may hold a public hearing to obtain public input on the proposed amendment or modification if deemed warranted.
11. This Agreement with any amendments shall be in full force and effect until all construction and building occupancy has taken place as per approved development plans or until the property covered herein has been reverted to its former zone designation as a result of default.
12. Nothing contained in this Agreement constitutes a waiver of the County's sovereign immunity under

Exhibit D: Original Zoning

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Development Agreement

Zoning Development Agreement

Contract# 2007-271

Page 3

any applicable state law.

13. In the event that legal action is required in order to enforce the terms of this agreement, the prevailing party shall be entitled to receive from the faulting party any costs and attorney's fees incurred in enforcing this agreement from the defaulting party.
14. This agreement constitutes the entire agreement between the parties. No changes or alternatives may be made in this agreement except in writing signed by both parties.

List of Intended Uses:

The intended uses are the uses listed in the Weber County zoning ordinance Chapter 18- B
The parking needs to be located to the rear of the building as much as possible.

Documents Attached:

Exhibit A (Property Description)
Exhibit B (Concept Development Plan and Photo)

Approved by the parties herein undersigned this 27th day of NOVEMBER, 2007.

[Signature]
Developer

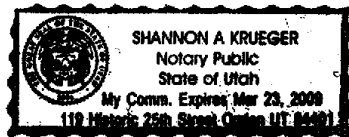
INDIVIDUAL ACKNOWLEDGMENT

State of Utah)
 ss
County of Weber)

On the 27 day of November A.D. 2007

personally appeared before me Barry Scott Best

the signer(s) of the within instrument, who duly acknowledged to me that he/she executed the same.

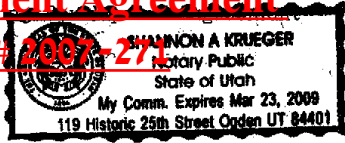


Shannon A. Krueger

**Exhibit D: Original Zoning
Development Agreement
Contract# 2007-271**

EH 2318817 PG 5 OF 9

Page 4



Notary Public

Residing at: _____, Utah

CORPORATE ACKNOWLEDGMENT

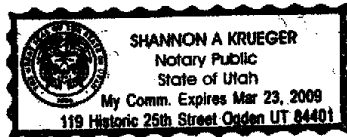
State of Utah)

ss

County of Weber)

On the 27 day of November A.D. 2007

personally appeared before me Barry Scott Best duly sworn, did say that he/she is the _____ of _____, the corporation which executed the foregoing instrument, and that said instrument was signed in behalf of said corporation by authority of a Resolution of its Board of Directors that the said corporation executed the same.



Shannon A. Krueger
Notary Public
Residing at: _____

APPROVED AS TO FORM:

Monette Huntado
Weber County Attorney

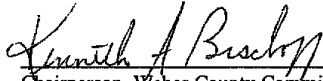
12/3/07
Date

Exhibit D: Original Zoning
Development Agreement
~~Zoning Development Agreement~~
Contract# 2007-271

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APPROVED:


Chairperson, Weber County Commission

11/13/2007
Date

ATTEST:


Weber County Clerk

Exhibit D: Original Zoning
Development Agreement
Zoning Development Agreement
Contract# 2007-271

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EXHIBIT A

Property description of area petitioned for rezoning:

PART OF THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 7 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY. BEGINNING AT A POINT 430 FEET SOUTH OF THE NORTHWEST CORNER OF THE SOUTH 1/2 OF SAID NORTHEAST QUARTER, THENCE EAST 11 RODS, THENCE SOUTH 263 FEET, THENCE WEST 11 RODS, THENCE NORTH 263 FEET TO BEGINNING.

CONTAINING 1.095 ACRES; AND

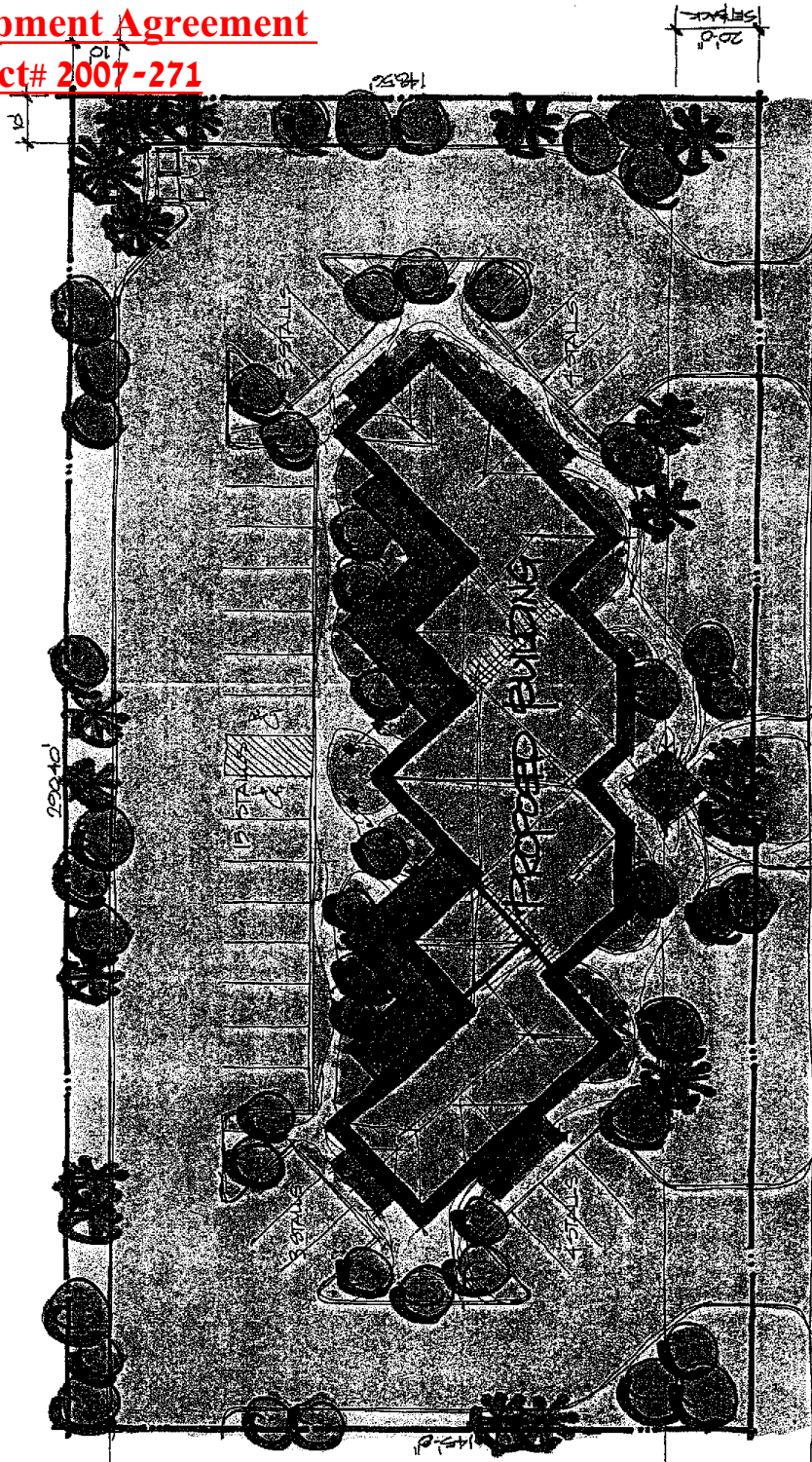
PART OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 7 NORTH, RANGE 1 EAST, SALT LAKE MERIDIAN, U.S. SURVEY. BEGINNING AT A POINT 24.413 RODS SOUTH OF THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID NORTHEAST QUARTER SECTION, RUNNING THENCE SOUTH 1.647 RODS; THENCE EAST 11 RODS, THENCE NORTH 1.647 RODS, THENCE WEST 11 RODS, TO THE PLACE OF BEGINNING.

CONTAINING 0.11 ACRES

Exhibit D: Original Zoning
Development Agreement
Contract# 2007-271

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EXHIBIT B 1/2



3500 EAST (HWY 162)

BUILDING AREA: 7,400 SQ. FT.
PARKING: 20 STALLS



SITE STUDY FOR 1-2000

LIBERTY RETAIL

VAN ZEEBEN ARCHITECTURE

Exhibit D: Original Zoning
Development Agreement
Contract# 2007-271

EN 2318817 PG 9 OF 9

EXHIBIT B 2/2





W2453295

C2009-182

WEBER COUNTY

11-24

EN 2453295 PG 1 OF 10
ERNEST D ROMLEY, WEBER COUNTY RECORDER
08-JAN-10 1122 AM FEE \$0.00 DEP LF
REC FOR: WEBER COUNTY PLANNING

ZONING DEVELOPMENT AGREEMENT AMENDED

Exhibit E: Zoning Development

Agreement Amended Contract# 2009-182

PARTIES: The parties to this amended Zoning Development Agreement (Agreement) are Scott Best DBA Dog & Bone, LLC ("the petitioner") and Weber County Corporation ("the County").

EFFECTIVE DATE: The effective date of this Agreement will be the date that rezoning approval is granted as outlined below by the Weber County Commission ("the Commission").

RECITALS: Whereas, the petitioner has rezoned property generally located at 4022 North and 3500 East within the unincorporated area of Weber County, Utah from an Agricultural Valley -3 (AV-3) Zone to a Commercial Valley-2 (CV-2) Zone for the purpose of constructing retail and professional space on property which consists of 1.27 acres and is more particularly described in EXHIBIT A attached hereto and incorporated herein by this reference ("the property"); and,

WHEREAS, the County seeks to promote the health, welfare, safety, convenience and economic prosperity of the inhabitants of the County through the establishment and administration of Zoning Regulations concerning the use and development of land in the unincorporated area of the County as a means of implementing the adopted General Plan of all or part of the County; and

WHEREAS, petitioner has requested that certain property be rezoned for purposes of allowing him or his designees to develop the property in a manner which has been outlined to the Planning Commission; and

WHEREAS, the petitioner considers it to his advantage and benefit for the County to review his petition for rezoning based upon having prior knowledge of the development that is proposed for the property so as to more completely assess its compatibility with the County's General Plan and for the area and the existing land use surrounding the property to be rezoned as described in Exhibit A; and

WHEREAS, the County is desirous of rezoning the property for the purpose of developing the property in the manner outlined to the county but does not feel that the property should be rezoned unless the development that the petitioner contemplates is commenced and completed on the property within an agreed upon reasonable time; and

WHEREAS, it is in the best interests of both the petitioner and the County that in the event the petitioner's project is not commenced, constructed and completed within a reasonable time that the zoning of the parcel described in Exhibit A be rezoned back to the zoning that existed prior to granting petitioners initial rezoning request; and

WHEREAS, the petitioner has acknowledged that, due to the lack of progress on the approved project, he will be in default of the previously approved Zoning Development Agreement; and

WHEREAS, the petitioner has requested that the County extend the expiration date of the previously approved Zoning Development Agreement recorded in the Office of the Weber County Recorder as entry number 2318817; and

WHEREAS, the County Commission, after receiving a recommendation from the Ogden Valley Planning Commission, has determined that proposed development continues to conform to the goals and objectives of the Ogden Valley General Plan and continues to be a benefit to both parties involved;

NOW THEREFORE, for good and valuable consideration in receipt of which is hereby acknowledged and accepted by both parties, the parties hereto mutually agree and covenant as follows:

- I. The County will maintain, for an agreed upon amount of time, the zoning of the property described in Exhibit A from which was rezoned from an Agricultural Valley-3 (AV-3) Zone to a Commercial

Exhibit E: Zoning Development
Agreement Amended Contract# 2009-182

EN 2453295 PG 2 OF 10

Zoning Development Agreement

Page 2

Valley-2 (CV-2) Zone for the purpose of allowing the petitioner to construct his pre-design project on the subject property.

2. The petitioner will develop the subject property based on the concept development plan attached hereto and marked as Exhibit B. The attached plan may be refined and modified but the general concept of the plan will not be changed without prior formal approval of the County. The petitioner will begin construction on the designated project described in Exhibit B within 4 years of the date on which final approval of the rezoning petition was originally granted and will complete the project within 108 months of original rezoning approval date.
3. Petitioner acknowledges that, if the project has not begun or has not been completed within the time frames outlined above, he/she will request that the property be rezoned from a Commercial Valley-2 (CV-2) Zone to an Agricultural Valley-3 (AV-3) Zone and this document will serve as his/her request that the property be rezoned by the County. Petitioner understands that the County's granting of his/her rezoning petition is contingent upon him/her completing the project substantially as outlined in Exhibit B and within the time frame outlined in this agreement.
4. The petitioner agrees that only uses which comply with the Zoning Ordinance provisions will be approved on the petitioned property as part of a more specific and more detailed Site Plan. No other uses will be approved.
5. The responsibilities and commitments of the petitioner and the County as detailed in this document, when executed, shall constitute a covenant and restriction, running with the land and shall be binding upon the petitioner/owner his assignees and successors in interest, and shall be recorded in the Office of the Weber County Recorder.
6. Both parties recognize the advantageous nature of this Agreement which provides for the accrual of benefits and protection of interests to both parties.
7. The County will review more detailed development plans and approve/ issue Land Use or Conditional Use Permits for only those uses and site design standards that comply with the Zoning Ordinance provisions.
8. The following conditions, occurrences or actions will constitute a default by the petitioner, his assigns or successors in interest:
 - a. failure to present a detailed development plan including proposed uses for the project, or a major phase thereof, gain County approval and obtain Land Use/Conditional Use and Building Permits and complete construction within the time periods specified in this Agreement.
 - b. disposing of the property for any other purpose than that approved by this Agreement, the concept development plan and general uses and any subsequent more detailed plans and uses approved by the County.
 - c. a written petition by the petitioner, his/her assigns or successors in interest, filed with the County seeking to void or materially alter any of the provisions of this Agreement.
9. In the event that any of the conditions constituting default by the petitioner, his/her assigns or successors in interest occur, the County finds that the public benefits to accrue from rezoning as outlined in this Agreement will not be realized.

Exhibit E: Zoning Development
Agreement Amended Contract# 2009-182

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Zoning Development Agreement

Page 3

In such a case, the County shall examine the reasons for the default and lack of progress or proposed major change of plans, and either approve an extension of time or major change to the concept plan or initiate steps to revert the zoning designation to its former zone.

10. The parties may amend or modify the provisions of this Agreement and/or the concept development plan only by written instrument and after considering the recommendation of the County Planning Commission which may hold a public hearing to obtain public input on the proposed amendment or modification if deemed warranted.
11. This Agreement with any amendments shall be in full force and effect until all construction and building occupancy has taken place as per approved development plans or until the property covered herein has been reverted to its former zone designation as a result of default.
12. Nothing contained in this Agreement constitutes a waiver of the County's sovereign immunity under any applicable state law.
13. In the event that legal action is required in order to enforce the terms of this agreement, the prevailing party shall be entitled to receive from the faulting party any costs and attorney's fees incurred in enforcing this agreement from the defaulting party.
14. This agreement constitutes the entire agreement between the parties. No changes or alternatives may be made in this agreement except in writing signed by both parties.

List of Intended Uses:

The intended uses are the uses listed in the Weber County zoning ordinance Chapter 18- B
The parking needs to be located to the rear of the building as much as possible.

Documents Attached:

Exhibit A (Property Description)
Exhibit B (Concept Development Plan and Photo)

Approved by the parties herein undersigned this 5 day of Jan, 2010

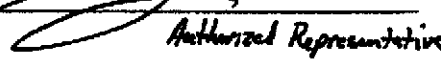

Developer  Authorized Representative

Exhibit E: Zoning Development
Agreement Amended Contract# 2009-182

EE 2453295 PG 4 OF 10

Zoning Development Agreement

Page 4

INDIVIDUAL ACKNOWLEDGMENT

State of Utah)
 ss
County of Weber)

On the _____ day of _____ A.D. 20__

personally appeared before me _____

the signer(s) of the within instrument, who duly acknowledged to me that he/she executed the same.

Notary Public

Residing at: _____, Utah

CORPORATE ACKNOWLEDGMENT

State of Utah)
 ss
County of Weber)

On the 5 day of Jun A.D. 2010

personally appeared before me Delaney Stephens duly sworn, did say that he/she Don and Bone
is the Authorized representative of Herselone LLC, the corporation which executed the foregoing ac
instrument, and that said instrument was signed in behalf of said corporation by authority of a Resolution of its Board
of Directors that the said corporation executed the same.

Angela Martin

Notary Public
Residing at:



Exhibit E: Zoning Development
Agreement Amended Contract# 2009-182

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Zoning Development Agreement

Page 5

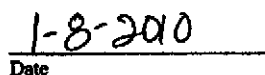
APPROVED AS TO FORM:


Weber County Attorney


Date

APPROVED:


Chairperson, Weber County Commission


Date

ATTEST:

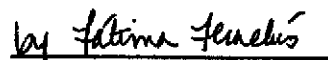

Weber County Clerk

Exhibit E: Zoning Development
Agreement Amended Contract# 2009-182

Zoning Development Agreement

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EXHIBIT A

Property description of area petitioned for rezoning:

PART OF THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 7 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY. BEGINNING AT A POINT 430 FEET SOUTH OF THE NORTHWEST CORNER OF THE SOUTH 1/2 OF SAID NORTHEAST QUARTER, THENCE EAST 11 RODS, THENCE SOUTH 263 FEET, THENCE WEST 11 RODS, THENCE NORTH 263 FEET TO BEGINNING.

CONTAINING 1.095 ACRES; AND

d.d.
~~22-010-0066~~
22-010-0064

PART OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 7 NORTH, RANGE 1 EAST, SALT LAKE MERIDIAN, U.S. SURVEY. BEGINNING AT A POINT 24.413 RODS SOUTH OF THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID NORTHEAST QUARTER SECTION, RUNNING THENCE SOUTH 1.647 RODS; THENCE EAST 11 RODS, THENCE NORTH 1.647 RODS, THENCE WEST 11 RODS, TO THE PLACE OF BEGINNING.

CONTAINING 0.11 ACRES

22-010-0065

Exhibit E: Zoning Development
Agreement Amended Contract# 2009-182

EXHIBIT B 1/2



2316817

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SITE STUDY FOR 1.0000
LIBERTY RETAIL
VAN EEPEN ARCHITECTURE

3000 S. 100th (Hwy 102)
BUILDING AREA: 7,400 SQ. FT.
FLOORING: 75,000 SQ. FT.



Exhibit E: Zoning Development
Agreement Amended Contract# 2009-182

~~2318817 PG 8 OF 10~~

2453295 PG 8 OF 10

EXHIBIT B 2/2

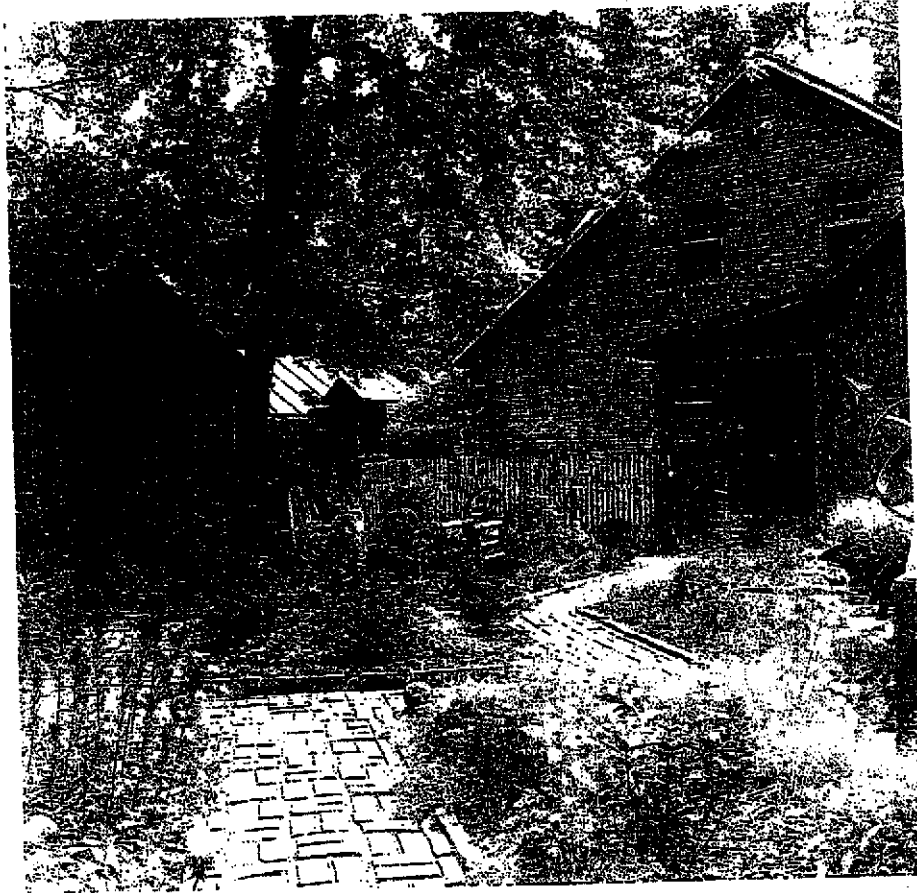


Exhibit E: Zoning Development
Agreement Amended Contract# 2009-182

Scott Mendoza

EN 2453295 PG 9 OF 10

Weber County

Weber Center

2380 Washington Boulevard #240

Ogden, UT 84401-1473

October 13th 2009

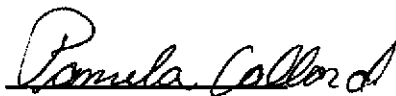
Dear Scott,

This letter is to serve as authorization for Delaney Stephens to represent Horseshoe, LLC and Dog and Bone, LLC and their real estate holdings in the Weber County area.

Delaney Stephens is authorized to sign any agreements made with Weber County relating to these holdings.

This authorization is valid for 1 year from the date of this letter.

Sincerely,



Pamela Collard

Manager of Horseshoe, LLC and Dog and Bone, LLC

See Notary acknowledgement Attached- op 10/13/09

Exhibit E: Zoning Development
Agreement Amended Contract# 2009-182

EN 2453295 PG 10 OF 10

State of Utah }
 ss:
County of *Salt Lake*

On the *13th* day of October, 2009, personally appeared before me, Pam Collard, who being duly sworn did say, for herself, that she is the manager of Horseshoe LLC, a Utah limited liability company, and that the within and foregoing instrument was signed on behalf of said limited liability company by authority of its articles of organization and duly acknowledged to me that said limited liability company executed the same.

Cathy C. Prestwch
Notary Public



State of Utah }
 ss:
County of *Saukache*

On the *13th* day of October, 2009, personally appeared before me, Pam Collard, who being duly sworn did say, for herself, that she is the manager of Horseshoe LLC, a Utah limited liability company, and that the within and foregoing instrument was signed on behalf of said limited liability company by authority of its articles of organization and duly acknowledged to me that said limited liability company executed the same.

Cathy C. Prestwch
Notary Public



Exhibit F: Original Conceptual Development Plan

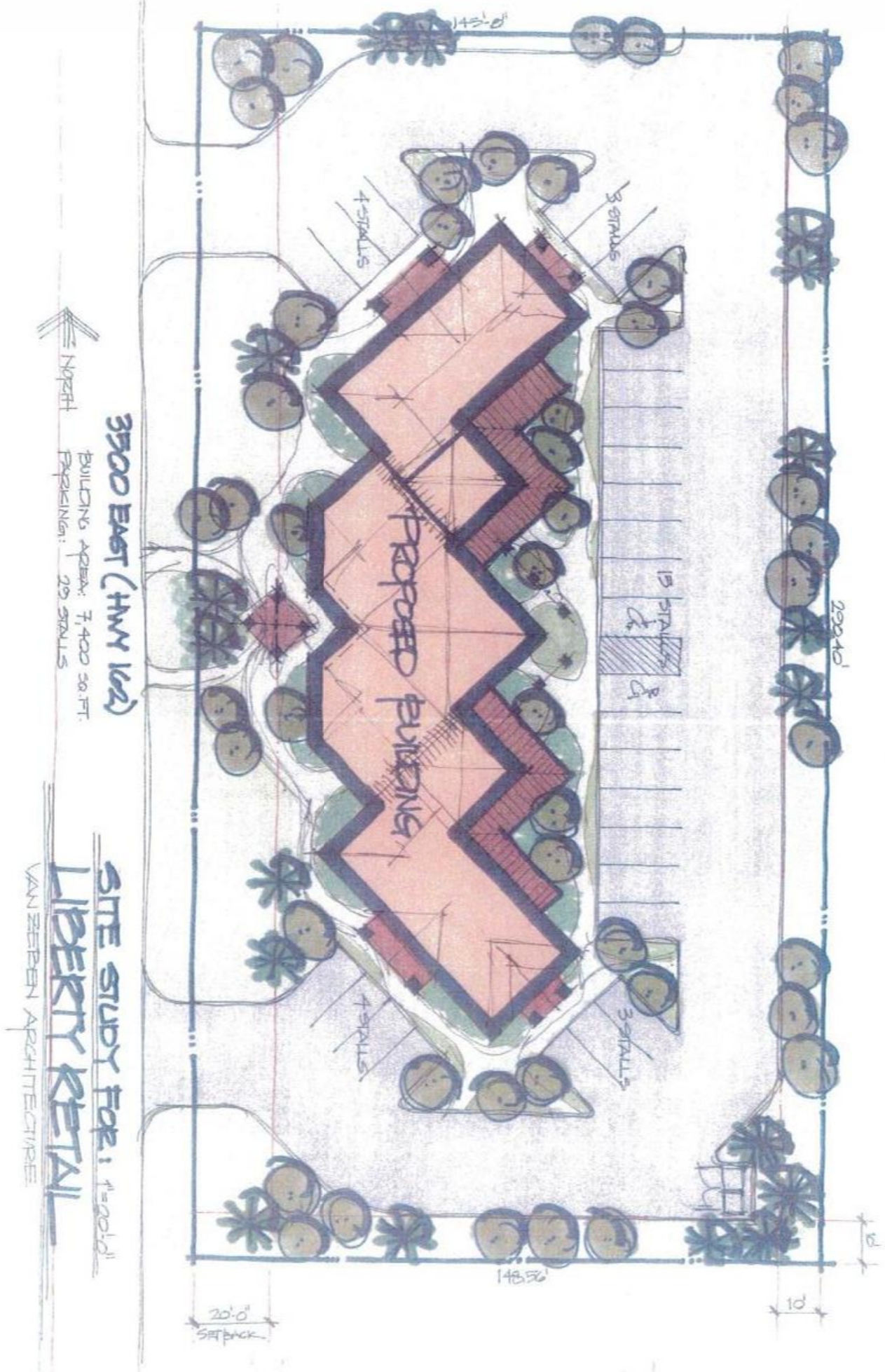


Exhibit F: Original Conceptual Development Plan

