



Staff Report to the Ogden Valley Planning Commission

Weber County Planning Division

Synopsis

Application Information

Application Request: 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.

Agenda Date: Tuesday, November 25, 2014

Applicant: Dog and Bone, LLC

Authorized Agent: Justin Pack

File Number: ZDA 2014-02

Property Information

Approximate Address: 4022 North 3500 East Liberty, UT

Project Area: 1.10 Acres

Zoning: Commercial Valley-2 (CV-2)

Existing Land Use: Vacant

Proposed Land Use: Commercial Development

Parcel ID: 22-010-0064 & 22-010-0065

Township, Range, Section: Township 7 North, Range 1 East, Section 20

Adjacent Land Use

North:	Vacant Land	South:	Agricultural/Residential
East:	Agricultural	West:	Residential/Agricultural

Staff Information

Report Presenter: Ronda Kippen
rkippen@co.weber.ut.us
801-399-8768

Report Reviewer: SW

Applicable Ordinances

- Title 102, Chapter 5 Rezoning Procedures, Section 5 Concept development plan
- Title 104, Chapter 21 Commercial Valley (CV-2) Zones
- Title 108, Chapter 7 Supplementary and Qualifying Regulations, Section 10 Required building setbacks from designated collector or arterial streets

Summary

The applicant is requesting approval to amend the Conceptual Development Plan that is part of the previously approved Zoning Development Agreement Contract #2007-271 (see Exhibit B for the original agreement) and amended by Contract #2009-182 (see Exhibit C for the amended agreement). The applicant has been actively marketing the approved conceptual design for many years with no suitable tenants found. The applicant currently has a suitable tenant that is unable to occupy the building with its current design. The applicant has identified the need to modify the conceptual design to facilitate the desired commercial use in the Liberty area. If the new design is approved, the tenant will be able to move in upon the completion of the building (see Exhibit A-1 for the amendment request, A-2 for the new architectural renderings, A-3 for the building elevations, A-4 for the site plan, A-5 for the phasing plan and A-6 for the proposed Zoning Development Agreement Amendment No. 2).

Background

In 2007, the applicant petitioned Weber County for a rezone of the subject property that was split by the Agricultural Valley-3 (AV-3) and the Commercial Valley-2 (CV-2). The applicant was desirous to create one contiguous commercial zone in the Liberty area. The rezone request for the CV-2 Zone was approved on November 13, 2007 by the Weber County Commission after receiving a positive recommendation by the Ogden Valley Planning Commission.

As part of the rezone approval, Weber County and the applicant entered into a Zoning Development Agreement to ensure the intent of the rezone was adhered to. The Zoning Development Agreement allows for the parties to amend or modify the provisions of the Agreement and/or the concept development plan by written request. The requested amendment or modification, if deemed warranted, must be recommended to the Weber County Commission by the Planning Commission, per the agreement.

In 2009, the applicant petitioned the County to amend the Zoning Development Agreement requirement to begin construction within two years to seven years from the date the rezone was approved. This request would increase the commencement and completion deadlines of the agreement for up to five additional years. The basis for the request was due to poor economic conditions and the lack of interested tenants. On October 27, 2009, the Ogden Valley Planning Commission forwarded a positive recommendation to amend the requirement to begin construction from two years to four years from the date the final approval of the rezoning petition was originally granted and amend the completion deadline from five years to nine years from the original rezoning approval (see Exhibit C). The Weber County Commission approved the request to amend the Zoning Development Agreement request as recommended by the Ogden Valley Planning Commission on November 24, 2009.

The applicant obtained a demolition permit on May 7, 2008 from the Weber County Building Division to remove the home that was located on the subject property. The demolition and site clean-up that has taken place satisfies the requirement to begin work on the project prior to November 13, 2011.

Analysis

Rezoning Procedures: A concept development plan is required to be submitted with a rezoning application, and shall supply sufficient information about the development to assist in the decision on the application per the Uniform Land Use Code of Weber County, Utah (LUC) §102-5-5. Said section further states:

"The applicant/owner and any assigns or successors in interest, is required to develop only in accordance with the proposals outlined in the plan. Any materially different concept, use, building arrangement, etc., will not be approved nor will building permits be issued by the county until such plan is amended by the county commission after recommendation of the planning commission."

In order to meet the requirements of the LUC §102-5-5 and Section 10 of the Zoning Development Agreement Contract# 2009-182, the Planning Commission will need to make a recommendation to the County Commission on the applicant's request. The Planning Commission will need to find that the amendment coincides with the vision of the area and is harmonious with the Ogden Valley General Plan.

Zoning: The proposed conceptual design has been reviewed against the LUC §104-21 to ensure conceptual conformance with the CV-2 zone. The purpose of the CV-2 zone is:

"The CV-2 Zone (General Commercial) has been established for the purpose of providing a broad range of commercial services and goods to serve a larger region of the county like the Ogden Valley. Areas with CV-2 zoning have a principal patronage which originates throughout the Ogden Valley or is due to recreation in the Ogden Valley. CV-2 areas are to be a commercial hub or node of activity. These areas, as outlined in the General Plan, are to be near the traditional town centers of the Ogden Valley and not to be strung out along the highways. Uses in the CV-2 Zone may provide goods and services not typically found amongst commercial areas within resorts including automobile sales and service, sporting goods, service stations, hotels, and professional offices."

Adequate setbacks have been demonstrated on the conceptual design and it appears to meet the required site development standards for the CV-2 zone regarding minimum lot area, lot width, building height and lot coverage.

Conceptual Design Review: The original conceptual design integrated a modern recessed layout along the front and rear of the building (see Exhibit D). The proposed conceptual design is fashioned after a historic commercial storefront utilizing a "false front" parapet, which is an upward extension of the front wall, and a color scheme of varying degrees of slate with black and red accent colors (see Exhibit A-2). A more thorough review of the architectural, landscape and screening design standards will take place as part of the approval process for any Land Use and/or Conditional Use Permits.

Conceptual Traffic and Parking Standards: The Ogden Valley Transportation Element Map currently has Highway 162/3500 East identified as an 80' Collector Street. The LUC §108-7-10 requires that the minimum front and side yard setbacks for all buildings to be measured from the future lot line of a collector street is designated right of way instead of the existing lot line of the present street right of way. Currently, the front property line of the applicable property runs along the centerline of Highway 162/3500 East. The proposed conceptual design allows for a 40' right of way dedication incorporating the "Complete Street" option that is required in the CV-2 zone when the front setback line is less than 20 feet (see Exhibit A-4). A "Complete Street" has been identified in the LUC §104-21-4(c) as:

"A complete street is a transportation facility that is planned, designed, operated and maintained to provide safe mobility for all users including bicyclists, pedestrians, transit vehicles, and motorists, appropriate to the function and context of the facility."

The plans that have been provided are conceptual in nature. The applicant, in order to meet the required landscaping along the rear of the property, has asked for flexibility in the exact location of the building but at no such time shall it encroach into the future right of way dedication line of 40'. If the Planning Commission can find that the conceptual design of the "Complete Street" is acceptable, the applicant will be required, as part of the future development of this site, to provide the Weber County Engineering Division with and meet all of the applicable requirements for the "Complete Street" design.

It appears that the parking for the overall project has been reduced from 29 to 19 parking stalls. Adequate parking for the uses in the buildings will be addressed, including a more detailed review of the site design, as part of the approval process for any Land Use and/or Conditional Use Permits.

Construction Phasing: The applicant has been able to find a suitable tenant based on the new conceptual design and would like to construct the portion of the building that the tenant will be located in prior to completing the remainder of the building. In order to enable this option and to ensure that these actions will not result in default per section 8 of the Zoning Development Agreement, the applicant has presented a "Phasing" Plan (see Exhibit A-5), understanding that all site improvements will need to be installed prior to receiving occupancy of the first phase of the project.

Conformance to the General Plan

Based on staff's analysis, the proposal appears to conform to the Ogden Valley General Plan by encouraging commercial development within established commercial areas, balancing commercial development and residential growth, and supporting the development of commercial "nodes" within existing communities along major thoroughfares (*The 1998 Ogden Valley General Plan § 5 Commercial Development*).

Summary of Planning Commission Considerations

The following questions may be considered by the Planning Commission regarding the 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:

- Does the proposed amendment coincide with the vision of the area?
- Is the proposed amendment harmonious with the Ogden Valley General Plan?
- Does the proposed "Conceptual Development Plan" meet the current goals and objectives as outlined in the Ogden Valley General Plan?
- Does the conceptual "Complete Street" design provide for safe mobility for all users including, bicyclists, pedestrians, transit vehicles, and motorists?
- Does the proposal enhance the public health, safety and welfare over the type of development that could otherwise occur?
- Does allowing the applicant to utilize a phasing plan create any type of detrimental effects pertaining to the public health, safety, or welfare?
- Does the proposal to amend the conceptual development plan negatively impact the surrounding properties and uses?

Staff Recommendation

The Planning Division recommends a positive recommendation be forwarded to the County Commission for the 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. This recommendation is based on the findings as listed below:

1. A request to amend the "Concept Development Plan" is allowed per the previously approved Zoning Development Agreements.
2. It is in the best interests of both the applicant and the County to have a "Concept Development Plan" that is viable and harmonious with the Ogden Valley General Plan.
3. The proposal will promote commercial development in the Liberty area as identified in the Ogden Valley General Plan.
4. The amendment to the conceptual design will 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.
5. The conceptual "Complete Street" design will provide safe mobility for all users.
6. The amendment is not detrimental to the public health, safety, or welfare.
7. The proposal will not deteriorate the environment of the general area so as to negatively impact surrounding properties and uses.

Exhibits

- A. Amendment request including:
 - A-1: Signed amendment request and Authorized Representative Affidavit
 - A-2: New architectural renderings
 - A-3: New building elevations
 - A-4: New site plan
 - A-5: New Phasing Plan
 - A-6: The proposed Zoning Development Agreement Amendment No. 2
- B. Zoning Development Agreement Contract #2007-271
- C. Zoning Development Agreement Amended Contract #2009-182
- D. Original Conceptual Development Plan

Map 1



Map 2

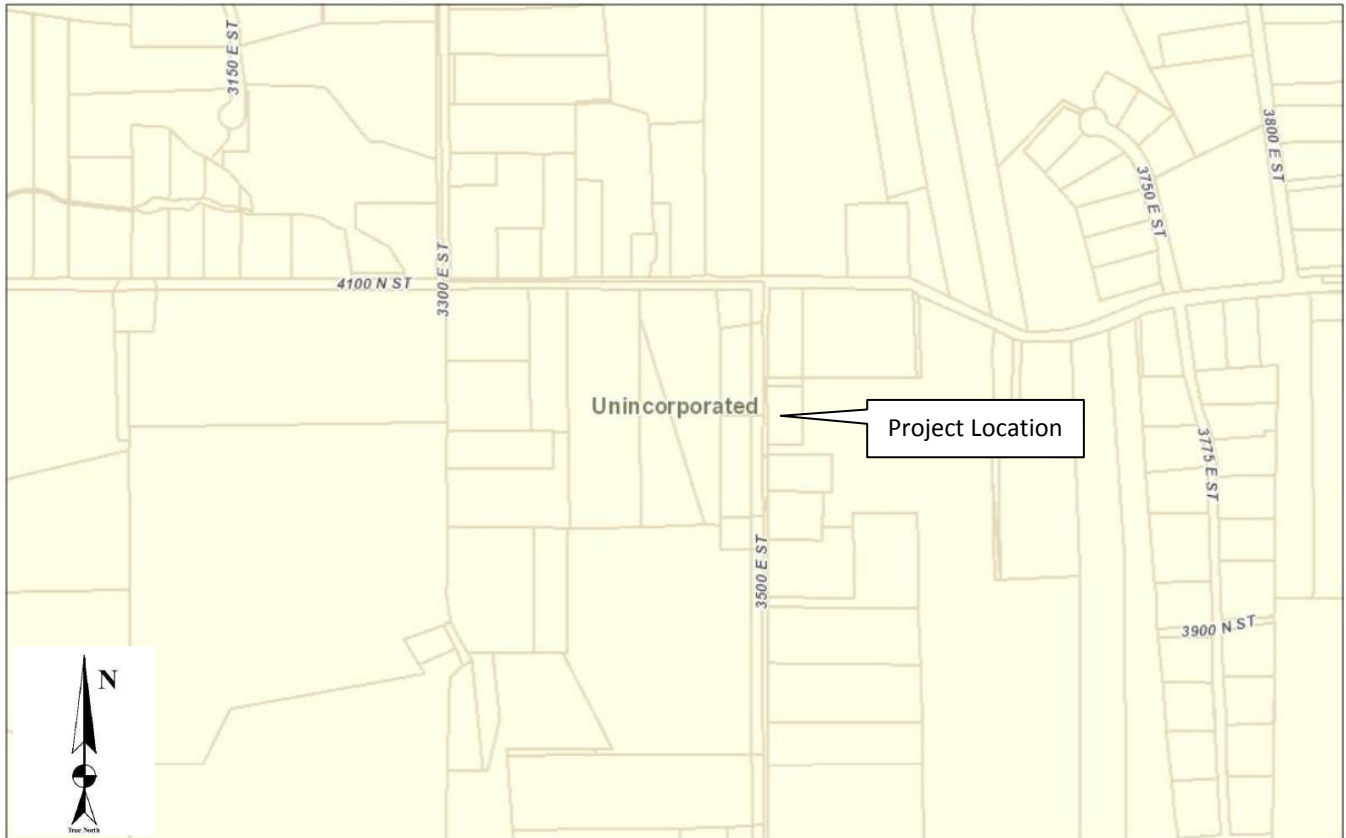


Exhibit A-1: Signed Amendment Request

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,

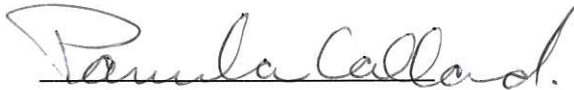


DOG AND BONE, LLC
Pamela Collard

Exhibit A-1 Authorized Representative Affidavit

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 A-2: New architectural renderings

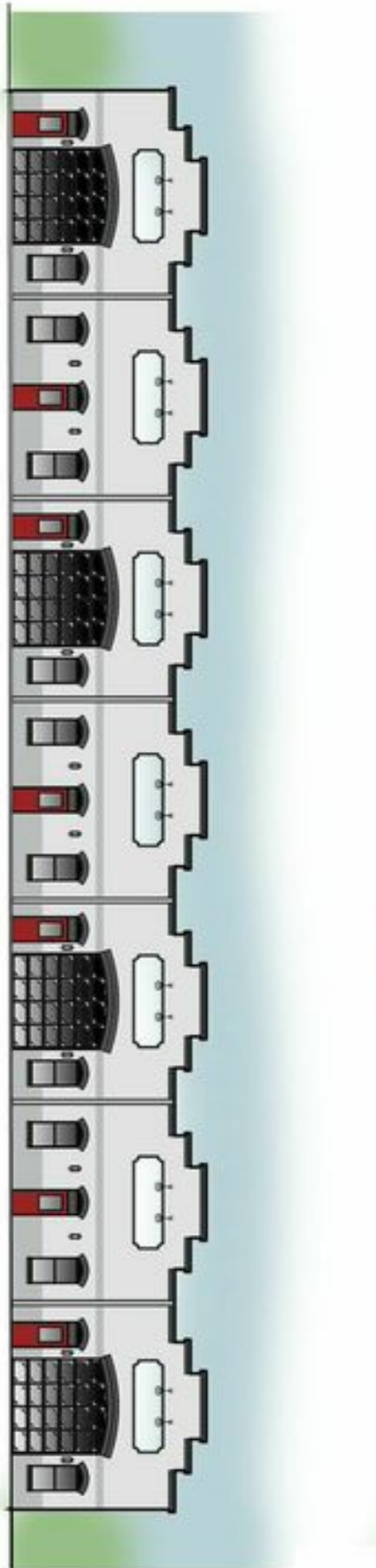
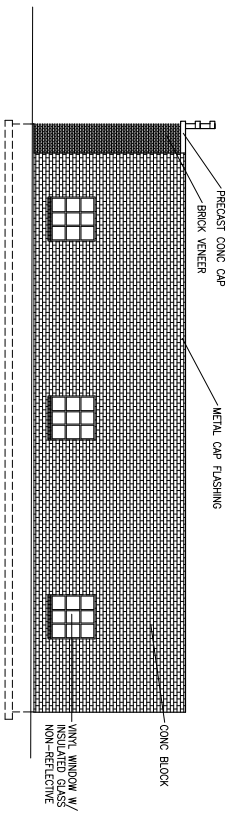
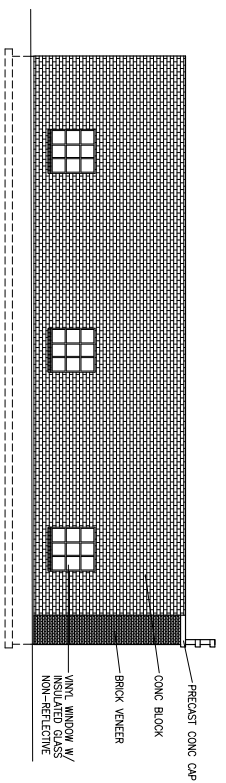


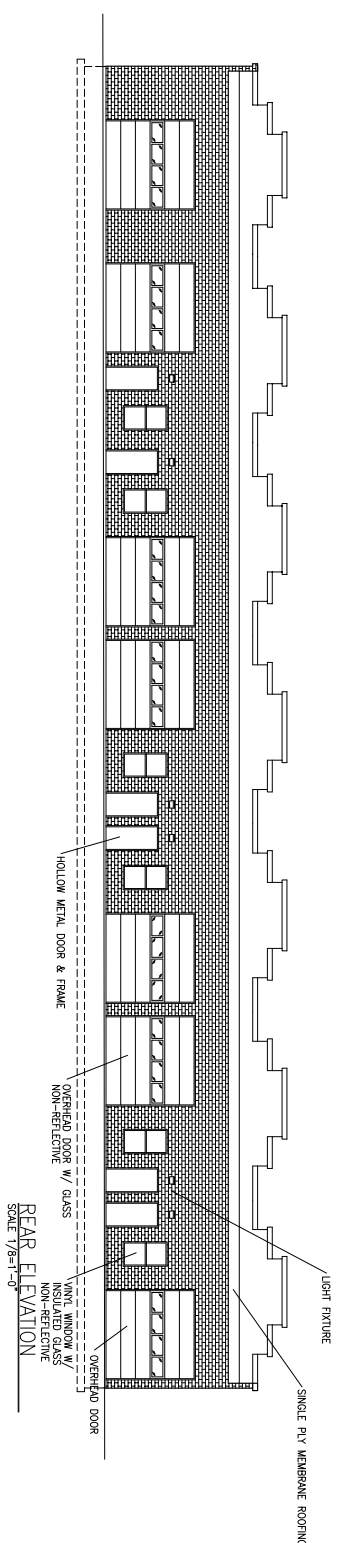
Exhibit A-3: New Building Elevations



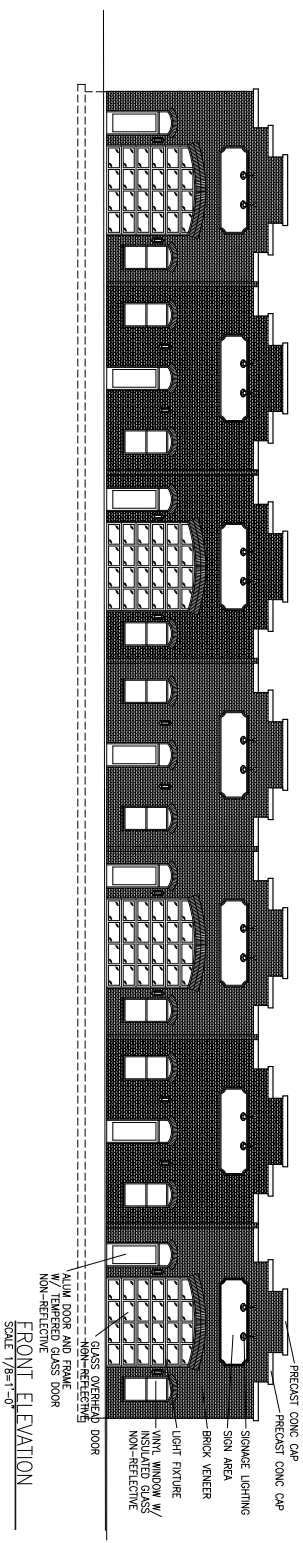
SIDE ELEVATION
SCALE 1/8"=1'-0"



SIDE ELEVATION
SCALE 1/8"=1'-0"

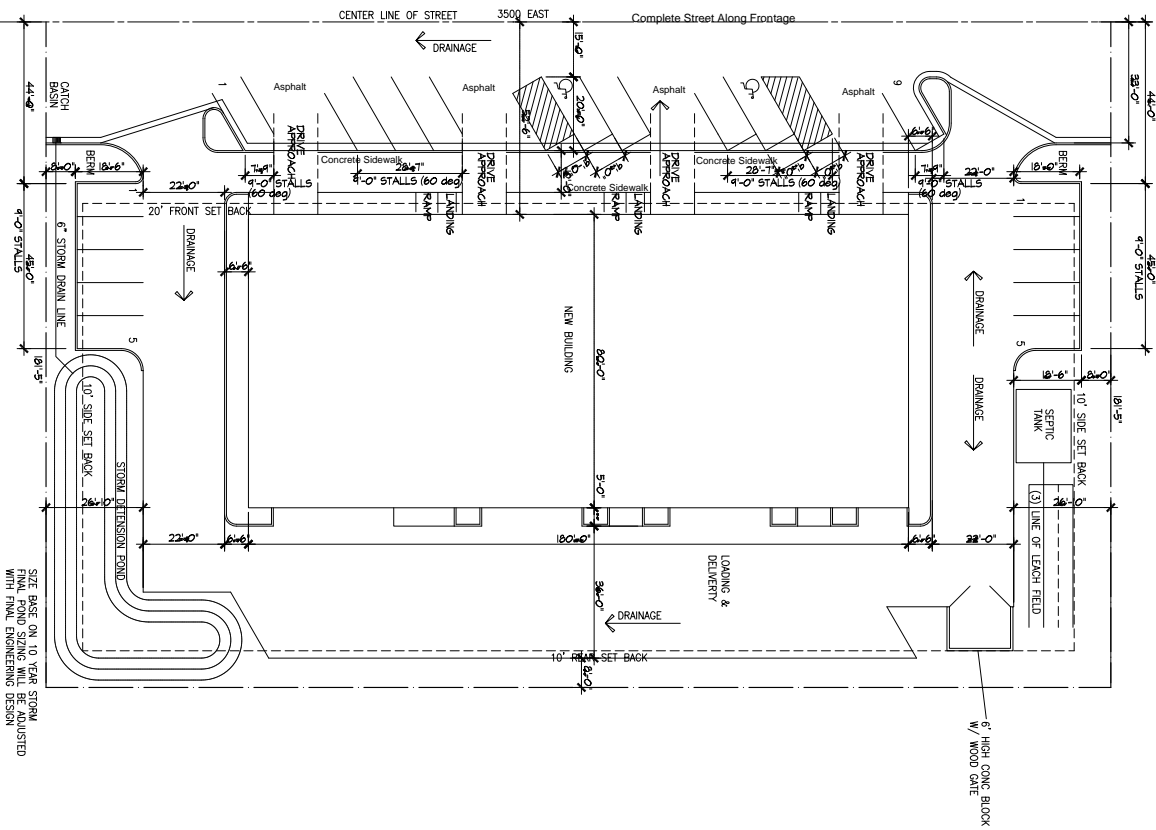


REAR ELEVATION
SCALE 1/8"=1'-0"



FRONT ELEVATION
SCALE 1/8"=1'-0"

Exhibit A-4: New 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: 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

SNOW LOAD: 30#/SQ FT
WIND LOAD: 30#/SQ FT
2012 INTERNATIONAL BUILDING CODE
2012 INTERNATIONAL PLUMBING CODE
2012 INTERNATIONAL MECHANICAL AND ELECTRICAL CODE
2012 INTERNATIONAL FIRE ALARM AND NOTIFICATION CODE
2011 NATIONAL ELECTRICAL CODE
2011 INTERNATIONAL ENERGY CONSERVATION CODE
2012 INTERNATIONAL ENERGY CONSERVATION CODE
1997 UNIFORM CODE FOR BUILDING CONSERVATION

INDEX



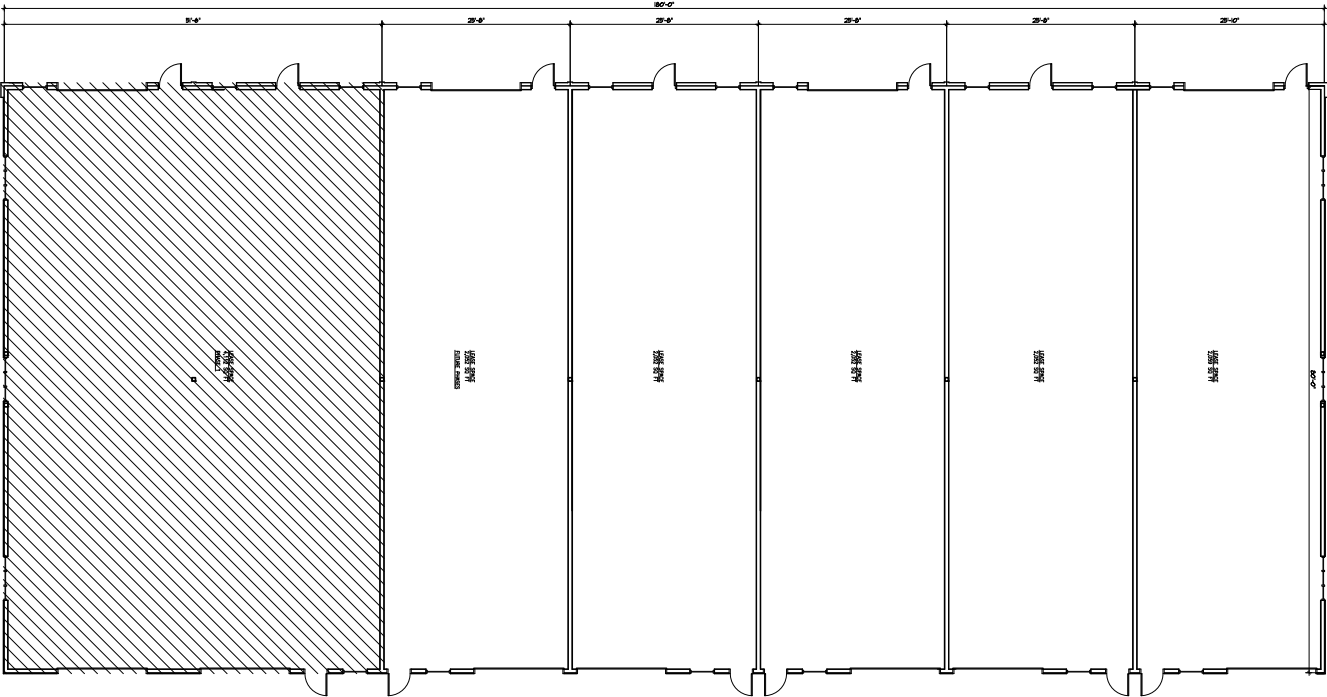
RIDGELINE DESIGN ARCHITECTS
1708 EAST 5550 SOUTH #20
SOUTH OGDEN, UT 84403
PHONE: 801-392-6882 FAX: 801-621-1494
www.ridgeline-design.com
Original drawings remain the property of Ridgeline Design Architects and no other Ridgeline Design Architects relation and ownership and control. The design is approved by these drawings and is not to be used for any other purpose without the prior written consent of Ridgeline Design Architects.

DOG
BUILDING SHELL
3500 EAST
LIBERTY, UTAH

COVER SHEET

C-0

Exhibit A-5: New Phasing Plan



PHASING PLAN

- PHASE 1
- PHASE 2

WALL LEGEND

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

GROUND FLOOR PLAN



NORTH

SCALE 1/4"=1'-0"

DOG
NEW BUILDING SHELL
3500 EAST
LIBERTY, UTAH

Sheet Title:
FLOOR PLAN

Project Number:
1444

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

Drawn by:



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

Original drawings remain the property of Ridgeline Design Architects and are not to be reproduced without written consent. This design is provided for your information only and is not to be used for construction without the written consent of Ridgeline Design Architects.

A-1

Exhibit A-6: Proposed Zoning Development Agreement Amendment# 2

WEBER COUNTY

Field Code Changed

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 & 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-6: Proposed Zoning Development Agreement Amendment# 2

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-6: Proposed Zoning Development Agreement Amendment# 2

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-6: Proposed Zoning Development Agreement Amendment# 2

Documents Attached:

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Exhibit A (Property Description)

Exhibit B (Concept Development Plan and Photo)

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-6: Proposed Zoning Development Agreement Amendment# 2

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-6: Proposed Zoning Development Agreement Amendment# 2

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



"W2318817"

C2007-271

Exhibit B- Contract #2007-271

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

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

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
Kenneth A. Bischoff, Chair

ATTEST:

Alan McEwan
Alan McEwan, CPA
Weber County Clerk/Auditor

Handwritten mark

Exhibit B- Contract #2007-271 ZONING DEVELOPMENT AGREEMENT

EN 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

Exhibit B- Contract #2007-271

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 B- Contract #2007-271

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)

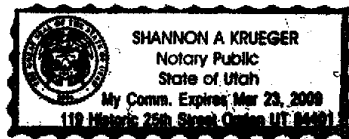
Approved by the parties herein undersigned this 27th day of NOVEMBER, 2007.

[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.



[Signature: Shannon A. Krueger]

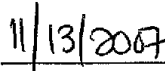
Zoning Development Agreement

Page 5

Exhibit B- Contract #2007-271

APPROVED:


Chairperson, Weber County Commission


Date

ATTEST:


Weber County Clerk

Exhibit B- Contract #2007-271

EXHIBIT A

Property description of area petitioned for rezoning:

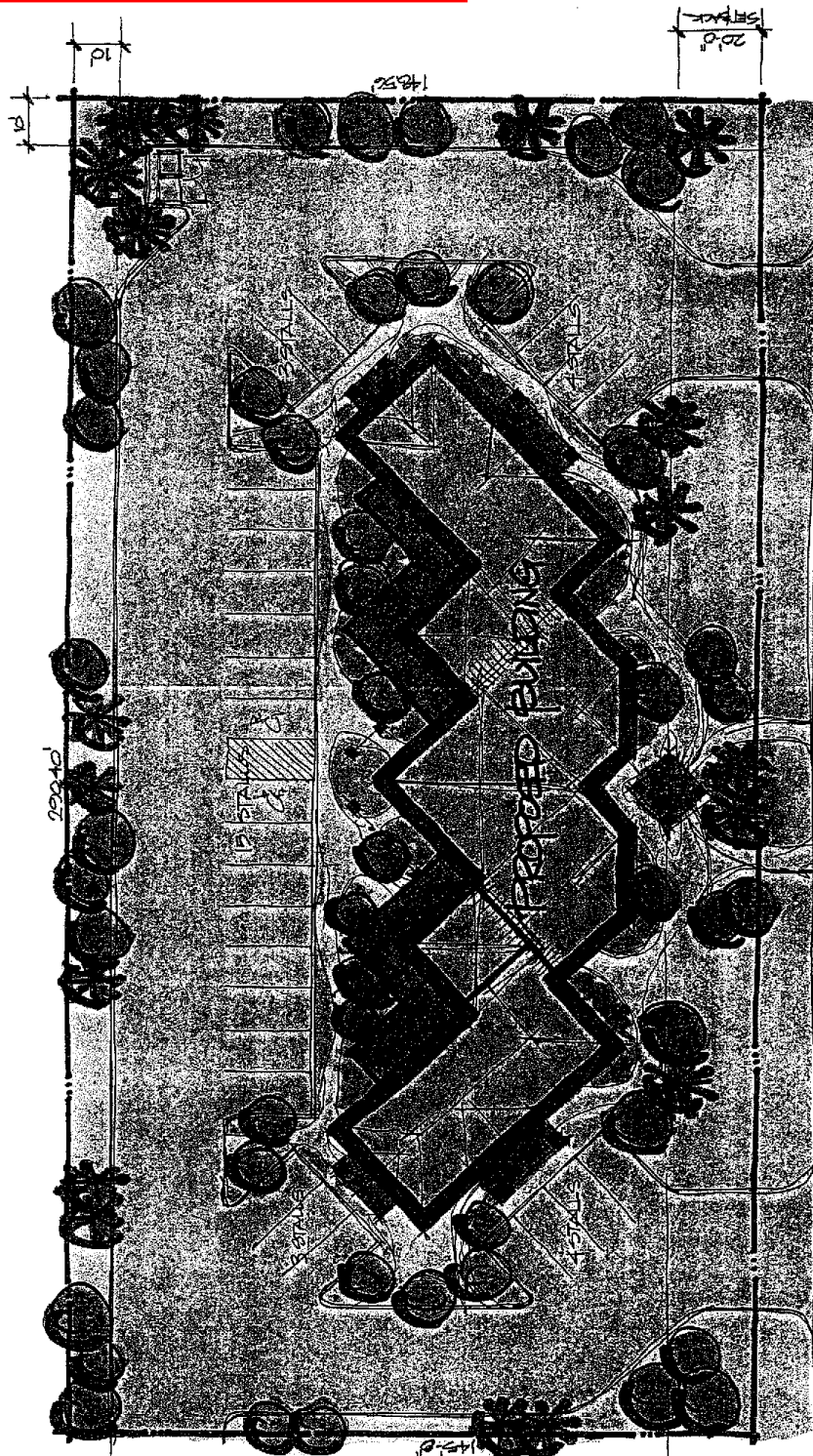
PART OF THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 7 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY. BEGINNING AT A POINT 430 FEET SOUTH OF THE NORTHWEST CORNER OF THE SOUTH 1/2 OF SAID NORTHEAST QUARTER, THENCE EAST 11 RODS, THENCE SOUTH 263 FEET, THENCE WEST 11 RODS, THENCE NORTH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



3500 EAST (HWY 162)

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

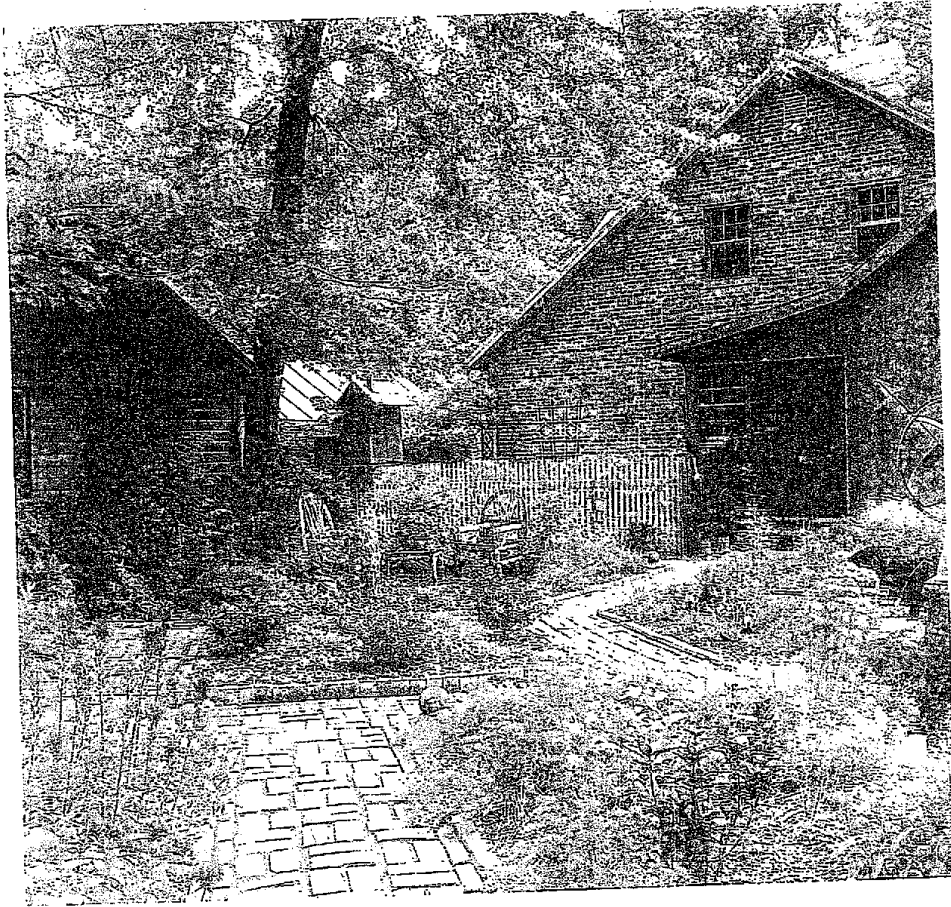
SITE STUDY FOR 1-2000

LIBERTY RETAIL

VAN ZEEBEN ARCHITECTURE

Exhibit B- Contract #2007-271

EXHIBIT B 2/2





W2453295*

C2009-182

Exhibit C- Contract 2009-182

WEBER COUNTY

11-24

EN 2453295 PG 1 OF 10
 ERNEST D ROMLEY, WEBER COUNTY RECORDER
 08-JAN-10 1122 AM FEE \$1.00 DEP LF
 REC FOR: WEBER COUNTY PLANNING

ZONING DEVELOPMENT AGREEMENT AMENDED

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 C- Contract 2009-182

~~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 C- Contract 2009-182
Zoning Development Agreement

EN 2453295 PG 3 OF 10

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

Page 4

State of Utah)
County of Weber)

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

Residing at: _____, Utah

State of Utah)
)
) ss
County of Weber)

personally appeared before me Delaney Stephens duly sworn, did say that he/she Do and Bone
is the Authorized Representative of Hendrix, LLC the corporation which executed the foregoing uc
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.

Adm

Notary Public
Residing at:



Exhibit C - Contract 2009-182
Zoning Development Agreement

EA 2453295 PG 5 OF 10

Page 5

APPROVED AS TO FORM:


Weber County Attorney

1/6/10
Date

APPROVED:


Chairperson, Weber County Commission

1-8-2010
Date

ATTEST:


Weber County Clerk

Zoning Development Agreement

Page 6

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

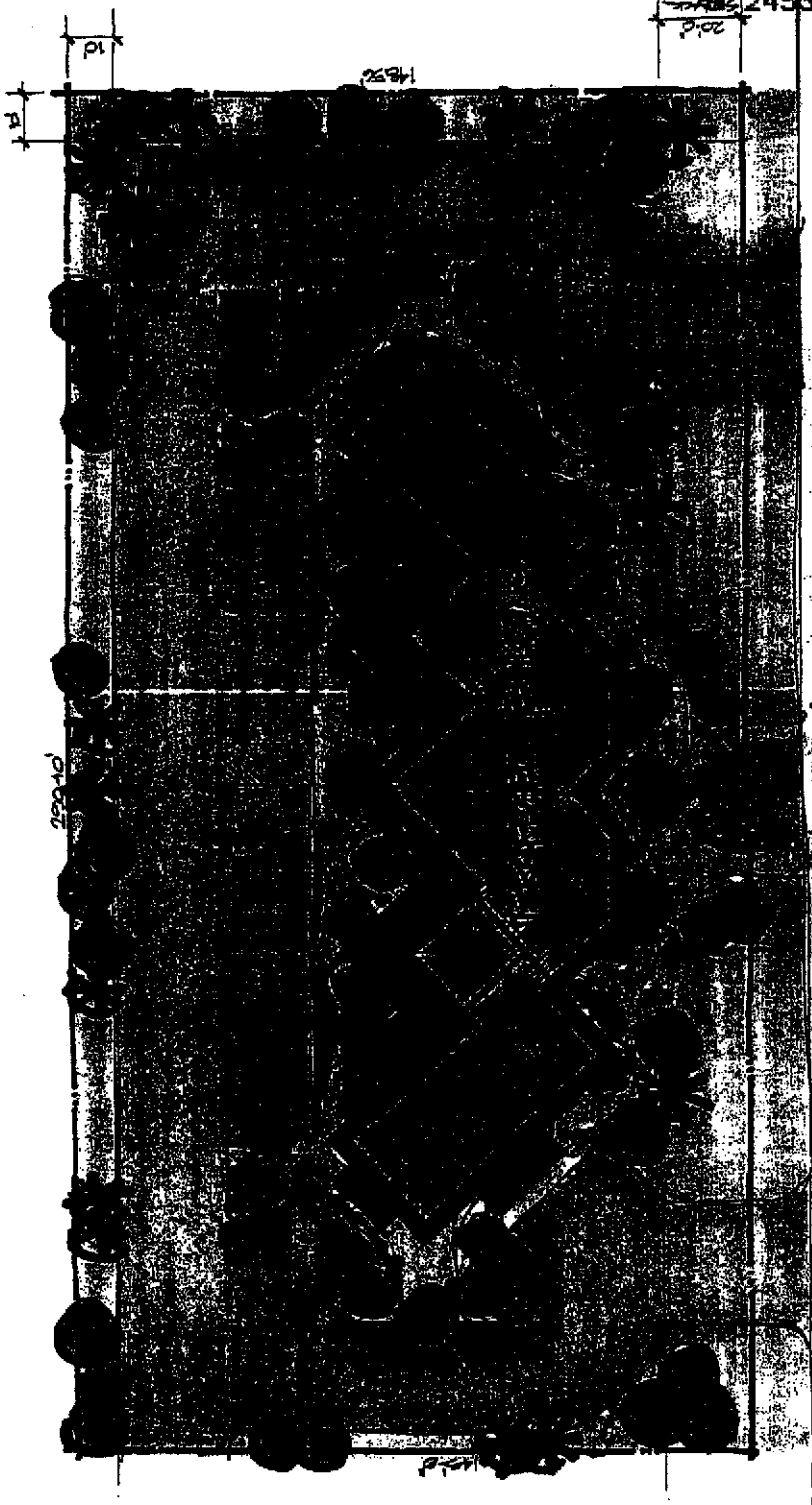
d.d.
~~22-010-0066~~
22-010-0064

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 B 1/2



SITE STUDY FOR 1.000.00

LIBERTY RETAIL

VAN EEPEN ARCHITECTURE

3000 S. 100th (Hwy 102)

BUILDING AREA: 7,400 SQ. FT.
PERMITS: 20-200-015



Exhibit C - Contract 2009-182

~~2318817 PG 8 OF 10~~

2453295 PG 8 OF 10

EXHIBIT B 2/2

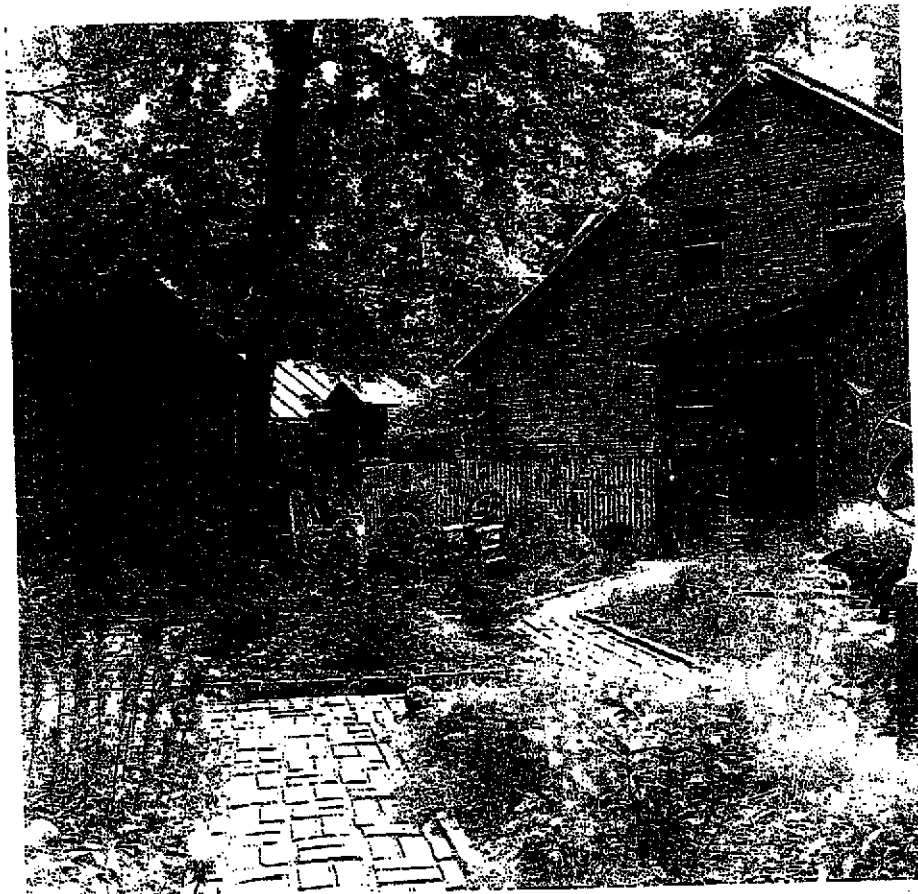


Exhibit C - Contract 2009-182

Scott Mendoza

Weber County

EN 2453295 PG 9 OF 10

Weber Center

2380 Washington Boulevard #240

Ogden, UT 84401-1473

October 13th 2009

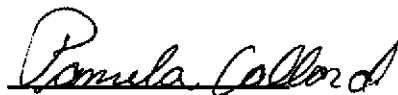
Dear Scott,

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 - cp 10/13/09

Exhibit C - 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. Prestwich
Notary Public



State of Utah }
 ss:
County of *Saathake*

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. Prestwich
Notary Public



Exhibit D- Original Conceptual Development Plans

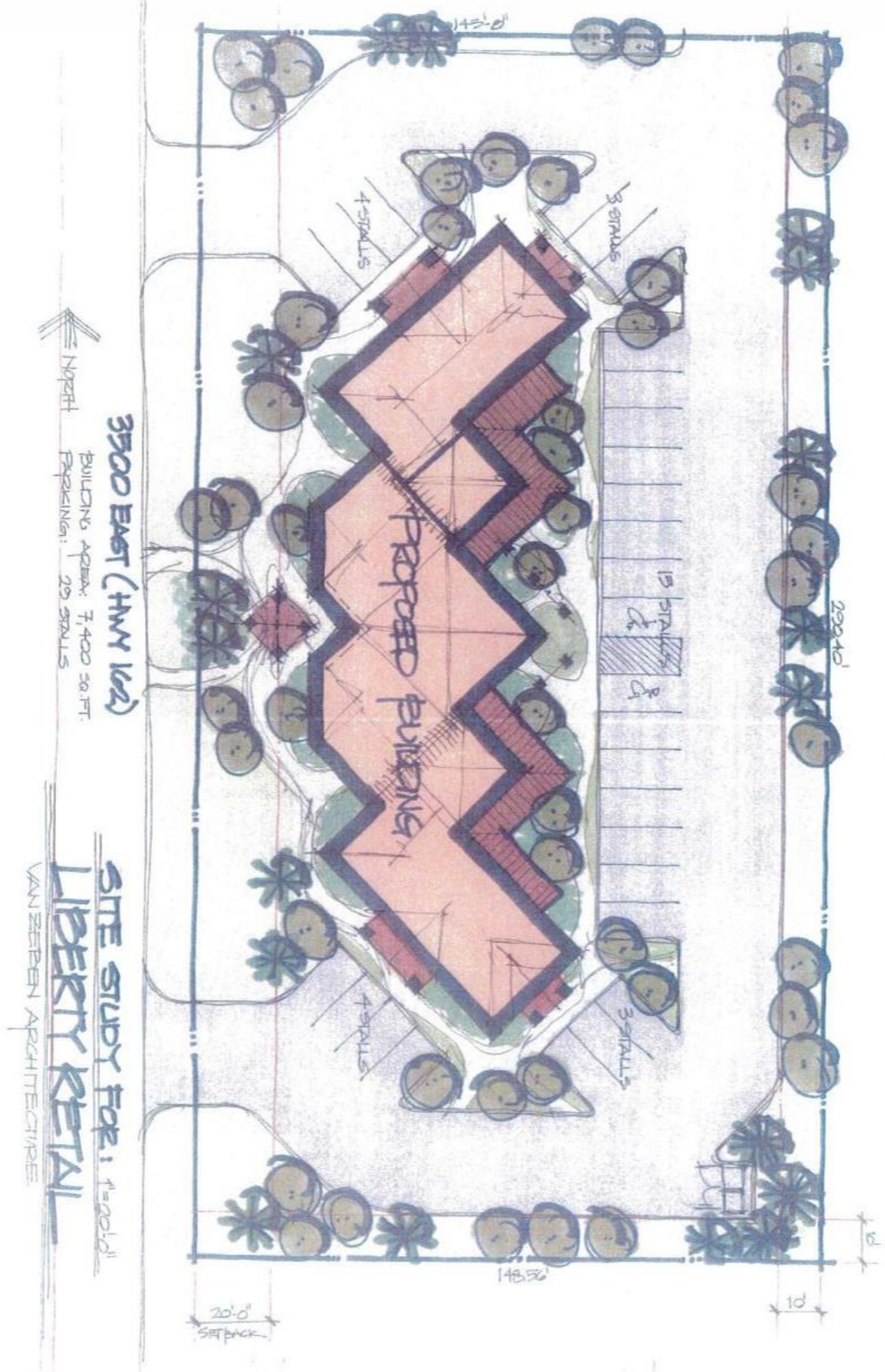


Exhibit D- Original Conceptual Development Plans

