



Staff Report to the Ogden Valley Planning Commission

Weber County Planning Division

Synopsis

Application Information

Application Request:	Approval of a conditional use permit for a classic/vintage car dealership known as Blacksmith Garage in the Blacksmith Village located at 2143 North 5500 East Eden, UT
Agenda Date:	Tuesday, January 06, 2015
Applicant:	Horseshoe, LLC
Authorized Agent:	Shawn Clegg
File Number:	CUP# 2014-34

Property Information

Approximate Address:	2143 N 5500 E
Project Area:	1.31 Acres
Zoning:	Commercial Valley-2 (CV-2)
Existing Land Use:	Commercial Development
Proposed Land Use:	Commercial Development
Parcel ID:	22-047-0040
Township, Range, Section:	Township 7 North, Range 1 East, Section 34

Adjacent Land Use

North:	Residential/Commercial	South:	Agricultural/Residential
East:	Park/Recreation	West:	Agricultural

Staff Information

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

Applicable Ordinances

- Title 101, Chapter 1, General Provisions, Section 7, Definitions
- Title 102, Chapter 4, Land Use Permit, Building Permit and Certificate of Occupancy
- Title 104, Chapter 21, Commercial Valley (CV-2) Zones
- Title 108, Chapter 4, Conditional Uses
- Title 108, Chapter 7, Supplementary and Qualifying Regulations
- Title 108, Chapter 16, Ogden Valley Lighting
- Title 110, Chapter 2, Ogden Valley Signs

Background and Summary

The applicant has requested approval of a conditional use permit to operate a classic/vintage car dealership in the Blacksmith Village located at 2143 North 5500 East Eden, UT (see Exhibit A). The request is conditionally allowed in the CV-2 Zone and is further restricted by the Zoning Development Agreement C2013-197 which limits the conditional use to "Automobile (Antique Only) Sales/Service" (see Exhibit B).

The Blacksmith Village was rezoned from the AV-3 and the CV-1 zone to the CV-2 zone on June 23, 2008 to allow for the expansion of commercial development around the historic Blacksmith Shop located in Eden. As part of the rezone request, the applicant and Weber County entered into a Zoning Development Agreement to ensure that the desired conceptual plan was brought to fruition. The Zoning Development Agreement has been amended to allow for modifications to the conceptual plan and the project completion deadline. The current agreement identified as C2013-197 has been recorded with the Weber County Recorder as Entry# 2644723. The Ogden Valley Planning Commission approved the design review for the Blacksmith Village on March 22, 2011. Minor architectural amendments have been administratively approved by the Planning Director on September 10, 2012 and November 8, 2013.

Temporary occupancy has been granted for the building and the site improvements have been installed and approved by the applicable County reviewers with the exception of stripping the parking lot. The applicant will need to complete the required site improvements and receive a final Certificate of Occupancy prior to receiving a business license for the proposed business.

Conditional use permits should be approved as long as any harmful impact is mitigated. The Uniform Land Use Code of Weber County, Utah (LUC) already specifies certain standards necessary for mitigation of harmful impact to which the proposal must adhere. The proposed application appears to meet these standards. The following is staff's evaluation of the request.

Analysis

General Plan: The Ogden Valley General Plan identifies the need to encourage commercial development in the Ogden Valley by balancing commercial development and residential growth in such a manner that does not detract from the area's character. (see the 1998 Ogden Valley General Plan § 5 Commercial Development).

Zoning: The LUC §104-21-1 has identified the need to provide suitable areas for the location of various types of commercial activity needed to serve the people of the Ogden Valley. The CV-2 zone has been established for "General Commercial" and can be further described per the LUC §104-21-1(c) as follows:

"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."

Conditional Use Review: The request for a classic/vintage car dealership known as Blacksmith Garage to be located in the Blacksmith Village is conditionally allowed in the CV-2 zone per LUC §104-21-5 and the Zoning Development Agreement C2013-197 (see Exhibit B). The automobiles will be displayed and stored inside the building with the exception of special occasions, when the applicant would temporarily display the vehicles outside during business hours. A review process has been outlined in LUC §108-4-3 to ensure compliance with the applicable ordinances and to mitigate anticipated detrimental effects. The proposal does not alter the site or building plans that were part of the required design review previously approved by the Ogden Valley Planning Commission on March 22, 2011. The applicant currently receives culinary services from Eden Waterworks Company and the wastewater disposal, provided by a private septic system on the property, has been approved by the Weber Morgan Health Department.

Design Review: The commercial zone and the proposed conditional use, mandates a design review as outlined in the LUC §108-1 to ensure that the general design, layout and appearance of the building remains orderly and harmonious with the surrounding neighborhood. The property owner has received the required approvals from the County for the architectural design of the building, the site plan including a "Complete Street" design, parking and landscaping that was part of the design review for the Blacksmith Village.

Certain areas of the design review are applicable based on the current application for the proposed use, such as required parking and signage. These areas of review are specific to the type of use that will be allowed in the individual leased space. As part of this review, the Planning Commission shall consider the applicable matters based on the proposed conditional use and impose conditions to mitigate deficiencies where the plan is found deficient. The matters for consideration are as follows:

- 1) *Considerations relating to traffic safety and traffic congestion.* As part of the original design review, the applicant received approval for a "Complete Street" design with parking located to the rear of the building (see Exhibit C). Due to the specialty use and nature of the business, the applicant has requested the parking requirement be lowered from one space per employee and four spaces for clientele to one space per employee and once space for clientele. According to LUC §108-8-5 the Planning Commission may adjust the required number of spaces if it is determined that unique circumstances relating to the operational characteristic of the use exist in a manner or to such a degree that such adjustment is equitable and warranted. Adequate parking has been provided based on the proposal for a "Used car lot" per the LUC §108-8-4 which requires one parking space per employee plus four parking spaces for client use. Staff feels that the requested parking of one parking space per employee and one parking space for clientele is reasonable and acceptable. A condition of approval has been made part of the Planning Division's recommendations to ensure that the approved parking will be implemented.

2) *Considerations relating to outdoor advertising.* The applicant has provided architectural renderings for the permitted wall sign in the CV-2 Zone that include the location, color, and approximate size of the proposed signage for the conditionally allowed automobile sales (see Exhibit D). The lighting associated with the sign area provides a full cut-off illumination to ensure that no light is emitted above the horizontal plane of the shade which is in conformance with the standards of the LUC §108-16 pertaining to the Ogden Valley Lighting. The applicant will be required to provide actual dimensions to ensure that the proposed signs do not exceed five percent of each unit as allowed in the LUC §110-2-5. A condition has been made part of the Planning Division's recommendations to ensure that this standard is met.

3) *Considerations relating to landscaping.* The required landscaping was reviewed and approved as part of the original design review for the Blacksmith Village. Additional landscaping is not required as part of the requested conditional use.

4) *Considerations relating to buildings and site layout.* The building and site layout were reviewed and approved as part of the original design review for the Blacksmith Village. The improvements have been constructed and installed per the approved plans. Site modifications have not been proposed and are not required as part of the requested conditional use.

5) *Considerations relating to utility easements, drainage, and other engineering questions.* The applicant will need to adhere to all conditions of the Engineering and Building Division prior to receiving a business license for the proposed use.

6) *Considerations relating to prior development concept plan approval associated with any rezoning agreement, planned commercial or manufacturing rezoning, or planned residential unit development approval.* The applicant has received approval from the County for the development of the site and the proposed use is conditionally allowed per the approved Zoning Development Agreement C2013-197.

Conformance to the General Plan

The proposed use conforms to the Ogden Valley General Plan by encouraging commercial development within established commercial areas and enforcing the adopted "quality development standards" to ensure compatibility with the Valley's character.

Summary of Planning Commission Considerations

In order for a conditional use to be approved it must meet the requirements of applicable ordinances listed in this staff report, which include the requirements listed in LUC §108-4-4 under "Criteria for Issuance of Conditional Use Permit" which states:

Conditional Uses shall be approved on a case-by case basis. The planning commission shall not authorize a conditional use permit unless evidence is present to establish:

1. *Reasonably anticipated detrimental effects of a proposed conditional use can be substantially mitigated by the proposal or by the imposition of reasonable conditions to achieve compliance with applicable standards. Examples of potential negative impacts are odor, vibration, light, dust, smoke or noise.*
2. *That the proposed use will comply with the regulations and conditions specified in the Land Use Code and other applicable agency standards of use.*

The Planning Commission will need to determine if the proposal to operate a classic/vintage car dealership in the Blacksmith Village meets the requirements of the applicable Uniform Land Use Code of Weber County. The Planning Commission may impose additional conditions in order to ensure full compliance with the required standards. In making a decision, the Planning Commission should consider the following questions:

- Does the submittal meet the Uniform Land Use Code of Weber County? If no, then what conditions could be added in order to comply?
- Have the "Criteria for Issuance of Conditional Use Permit" and other applicable ordinances been met?

Staff Recommendation

The Planning Division recommends approval of file# CUP 2014-34, a conditional use permit request to operate a classic/vintage car dealership in the Blacksmith Village located at 2143 North 5500 East Eden, UT. This recommendation for approval is subject to all review agency requirements and based on the findings and conditions of approval as listed below:

1. The proposed use conforms to the Ogden Valley General Plan.
2. The proposed use will not be detrimental to the public health, safety, or welfare.
3. The proposed use complies with applicable County ordinances.
4. The proposed use will not deteriorate the environment of the general area so as to negatively impact surrounding properties and uses.
5. The proposed use will not generate additional parking needs and can be modified by the Planning Commission for unique circumstances.

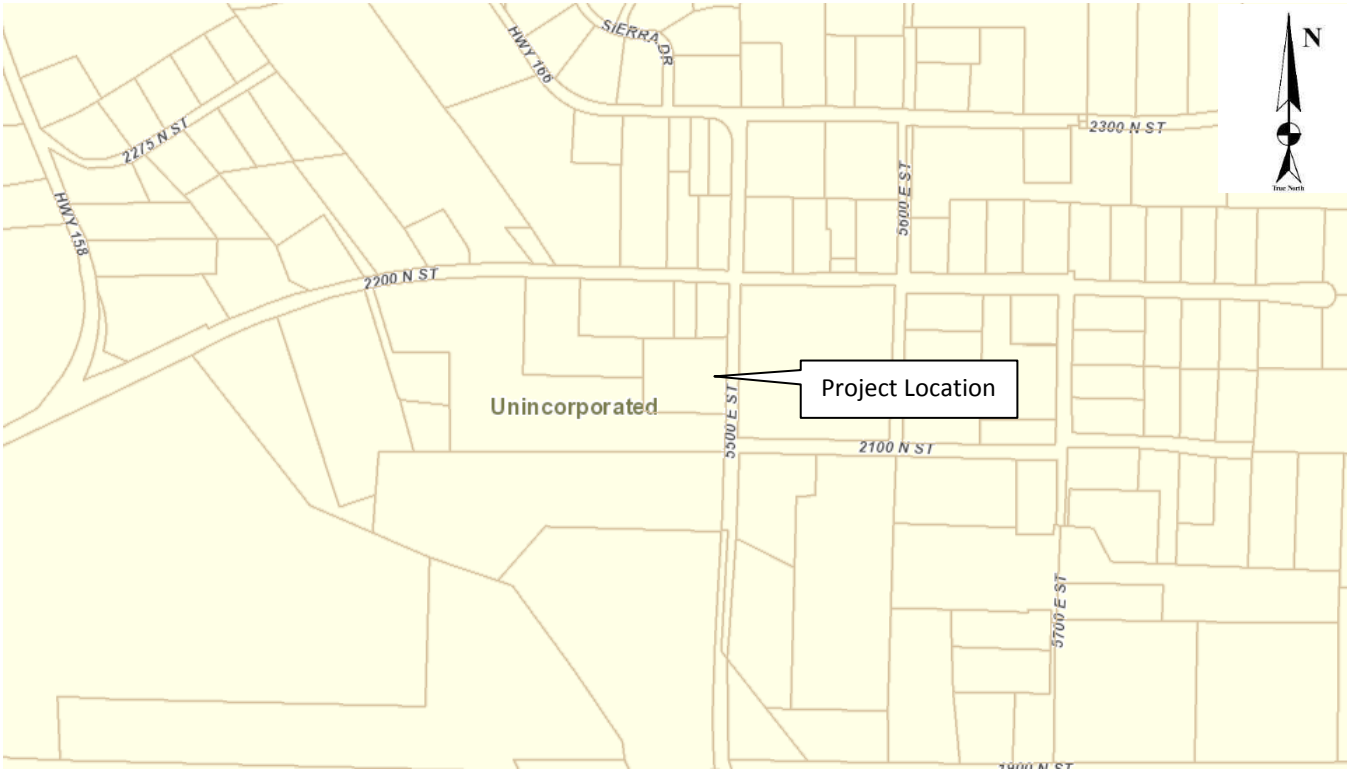
Conditions of Approval

- Actual dimensions for all signage will be provided for review and approval prior to the issuance of the conditional use permit to ensure that the proposed sign do not exceed five percent of the unit.
- The required parking for the classic/vintage car dealership will be a minimum of one space per employee and one space for clientele.
- Requirements of the Weber County Building Inspection Division
- Requirements and recommendations of the Weber Fire District
- Requirements of the Weber County Engineering Division
- Requirements of the Weber County Health Department

Exhibits

- A. Application
- B. Zoning Development Agreement C2013-197
- C. Approved Site Plan
- D. Proposed Signage

Map 1



Map 2



Exhibit A- Application

Weber County Conditional Use Permit Application

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

Date Submitted / Completed	Fees (Office Use)	Receipt Number (Office Use)	File Number (Office Use)
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Property Owner Contact Information

Name of Property Owner(s) HORSESHOE, LLC		Mailing Address of Property Owner(s) 326 N. WILKIE STREET KAYSVILLE, UT 84037	
Phone (801) 698-1185	Fax		
Email Address (required) PAMCOLLARD@COMCAST.NET		Preferred Method of Written Correspondence <input checked="" type="checkbox"/> Email <input type="checkbox"/> Fax <input type="checkbox"/> Mail	

Authorized Representative Contact Information

Name of Person Authorized to Represent the Property Owner(s) SHAWN CLEGG		Mailing Address of Authorized Person PO BOX 912 EDEN, UT 84310	
Phone (801) 232-4153	Fax		
Email Address SCLEGG@DIGIS.NET		Preferred Method of Written Correspondence <input checked="" type="checkbox"/> Email <input type="checkbox"/> Fax <input type="checkbox"/> Mail	

Property Information

Project Name BLACKSMITH GARAGE	Total Acreage	Current Zoning CV-2
Approximate Address 2143 N. 5500 E. EDEN, UT 84310	Land Serial Number(s) 22-047-0040	

Proposed Use
CLASSIC/VINTAGE CAR DEALERSHIP

Project Narrative

We will be operating a Classic Car Dealership in the South Building (BLDG B) of Blacksmith Village with the address of 2143 N. 5500 E. Eden, UT 84310. Architecture and design have already been completed on this site. There will be an addition of a sign above front the front door advertising the use of the space and the sign will compliment the building and development. Automobile (Antique Only) Sales/Service is already listed as a use for this property per the Zoning and Development Agreement.

Exhibit A- Application

Basis for Issuance of Conditional Use Permit

Reasonably anticipated detrimental effects of a proposed conditional use can be substantially mitigated by the proposal or by the imposition of reasonable conditions to achieve compliance with applicable standards. Examples of potential negative impacts are odor, vibration, light, dust, smoke, or noise.

All cars will be stored and displayed inside the building and may temporarily be displayed outside on occasion during business hours and will be moved back indoors at night. There will be one employee and code requires 5 parking stalls. We are requesting a lower parking requirement of 2 spaces as this is a specialty use and will not require 5 spaces due to the nature of the business.

That the proposed use will comply with the regulations and conditions specified in the Zoning Ordinance and other applicable agency standards for such use.

The proposed use is allowed per the Zoning and Development Agreement and will compliment the development.

Exhibit A- Application

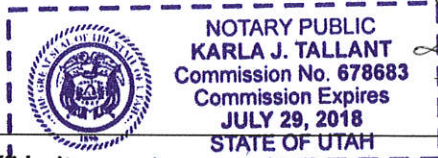
Property Owner Affidavit

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

Parula Callard
(Property Owner)
Manager, Horseshoe, LLC

(Property Owner)

Subscribed and sworn to me this 5 day of December, 2014.



[Signature]

(Notary)

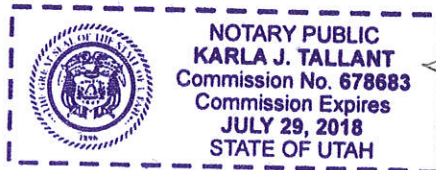
Authorized Representative Affidavit

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

Parula Callard
(Property Owner)
Manager, Horseshoe, LLC

(Property Owner)

Dated this 5 day of December, 2014, personally appeared before me _____, the signer(s) of the Representative Authorization Affidavit who duly acknowledged to me that they executed the same.



[Signature]

(Notary)

Exhibit A- Application



Exhibit A- Application



Exhibit A- Application



Exhibit A- Application



Exhibit B-Zoning Development Agreement



W2644723

C 2013 - 197 (6/25)

EH 2644723 PG 1 OF 14
ERNEST D ROWLEY, WEBER COUNTY RECORDER
10-JUL-13 1052 AM FEE \$1.00 DEP TDT
REC FOR: WEBER COUNTY PLANNING

WEBER COUNTY

ZONING DEVELOPMENT AGREEMENT AMENDED

PARTIES: The parties to this amended Zoning Development Agreement (Agreement) are Horseshoe 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 2145 North and 5500 East within the unincorporated area of Weber County, Utah from Agricultural Valley -3 (AV-3) and Commercial Valley - 1 (CV-1) Zone to Commercial Valley-2 (CV-2) for the general purpose of constructing retail and professional space on property which consists of 1.31 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 2519505; 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:

Exhibit B-Zoning Development Agreement

1. The County will maintain, for an agreed upon amount of time, the zoning of the property described in Exhibit A which was rezoned from Agricultural Valley-3 (AV -3) and Commercial Valley – 1 (CV-1) to Commercial Valley-2 (CV-2) for the purpose of allowing the petitioner to construct his pre-designed 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 has begun construction on the designated project described in Exhibit B and will complete the project within 10 years of the original rezoning approval date (June 23, 2008).
3. Petitioner acknowledges that, if the project has not been completed within the time frames outlined above, he will request that the property be rezoned from Commercial Valley-2 (CV-2) to Agricultural Valley-3 (AV-3) and Commercial Valley (CV-1) 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 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/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.


Exhibit B-Zoning Development Agreement

- 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.

Documents Attached:

- Exhibit A (Commercial Valley – 2 Zoning Description)
- Exhibit B (Concept Development Plan)
- Exhibit C (Conditions, Limitations, and Uses)

Approved by the parties herein undersigned this 2nd day of July, 2013.


Delany Stephens AGENT
 Developer

INDIVIDUAL ACKNOWLEDGMENT

State of Utah)
 ss
 County of Weber)

On the _____ day of _____ A.D. 2013

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 2ND day of July A.D. 2013

personally appeared before me Delaney Stephens duly sworn, did say that he/she is the AGENT of Horseshoe LLC, 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.

Kary C. Serrano
Notary Public

Residing at: Ogden



APPROVED AS TO FORM:

[Signature]
Weber County Attorney

7/3/13
Date

APPROVED:

[Signature]
Chairperson, Weber County Commission

7/9/2013
Date

ATTEST:

[Signature]
Weber County Clerk/Auditor

Exhibit A

Parcel #: 22-047-0040

Blacksmith Shop Commercial Zoning Description:

BEGINNING AT A POINT 13.05 CHAINS SOUTH OF THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP7 NORTH, RANGE 1 EAST, SALT LAKE MERIDIAN, AND RUNNING THENCE SOUTH 0.09 CHAINS; THENCE SOUTH 88D30' EAST 0.83 CHAINS; THENCE SOUTH 1D30' WEST 171.00 FEET; THENCE NORTH 88D30' WEST5 CHAINS; THENCE NORTH 1D30' EAST 176.94 FEET; THENCE SOUTH88D30' EAST 4.17 CHAINS TO, MORE OR LESS, THE POINT OF BEGINNING.

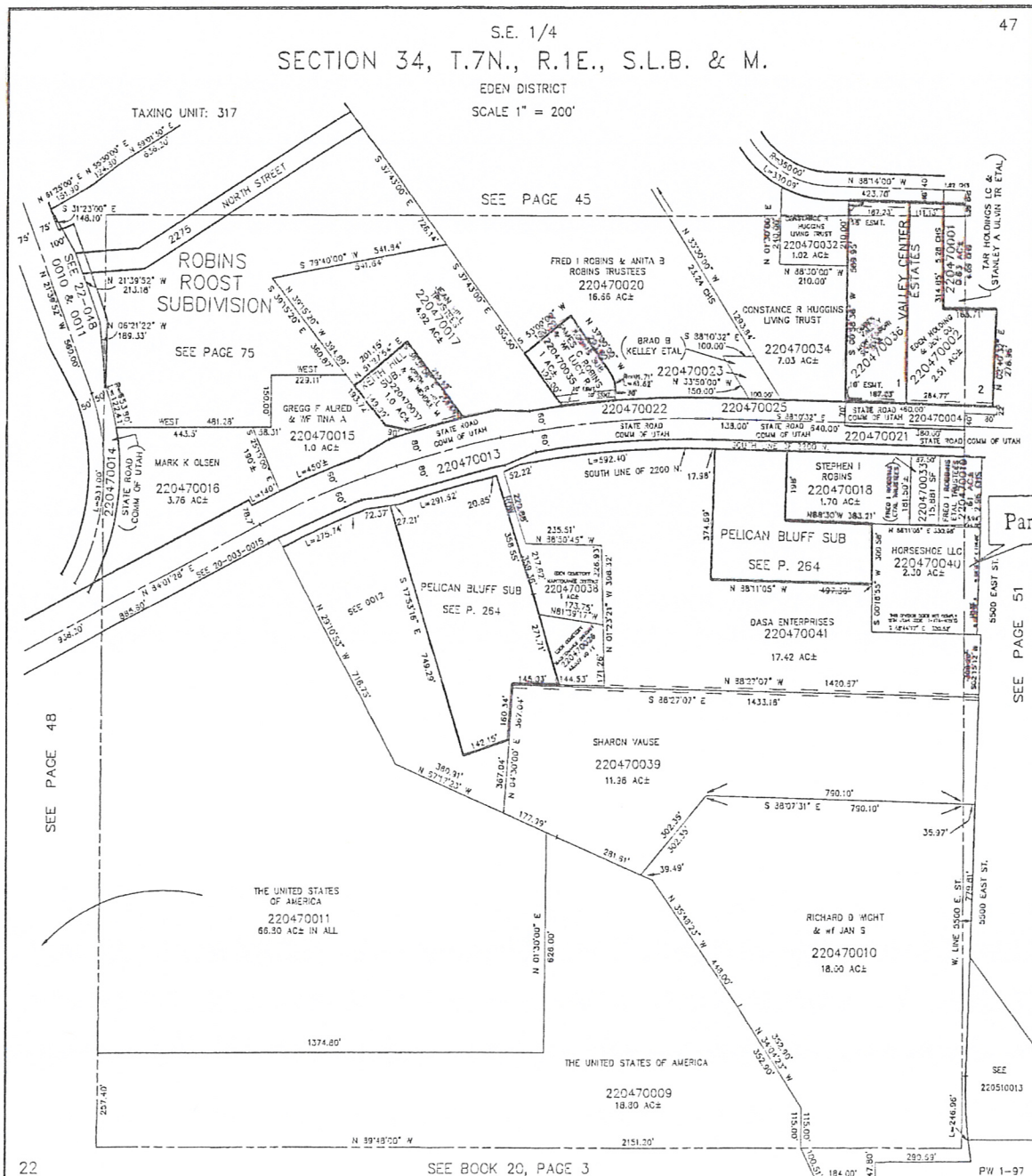
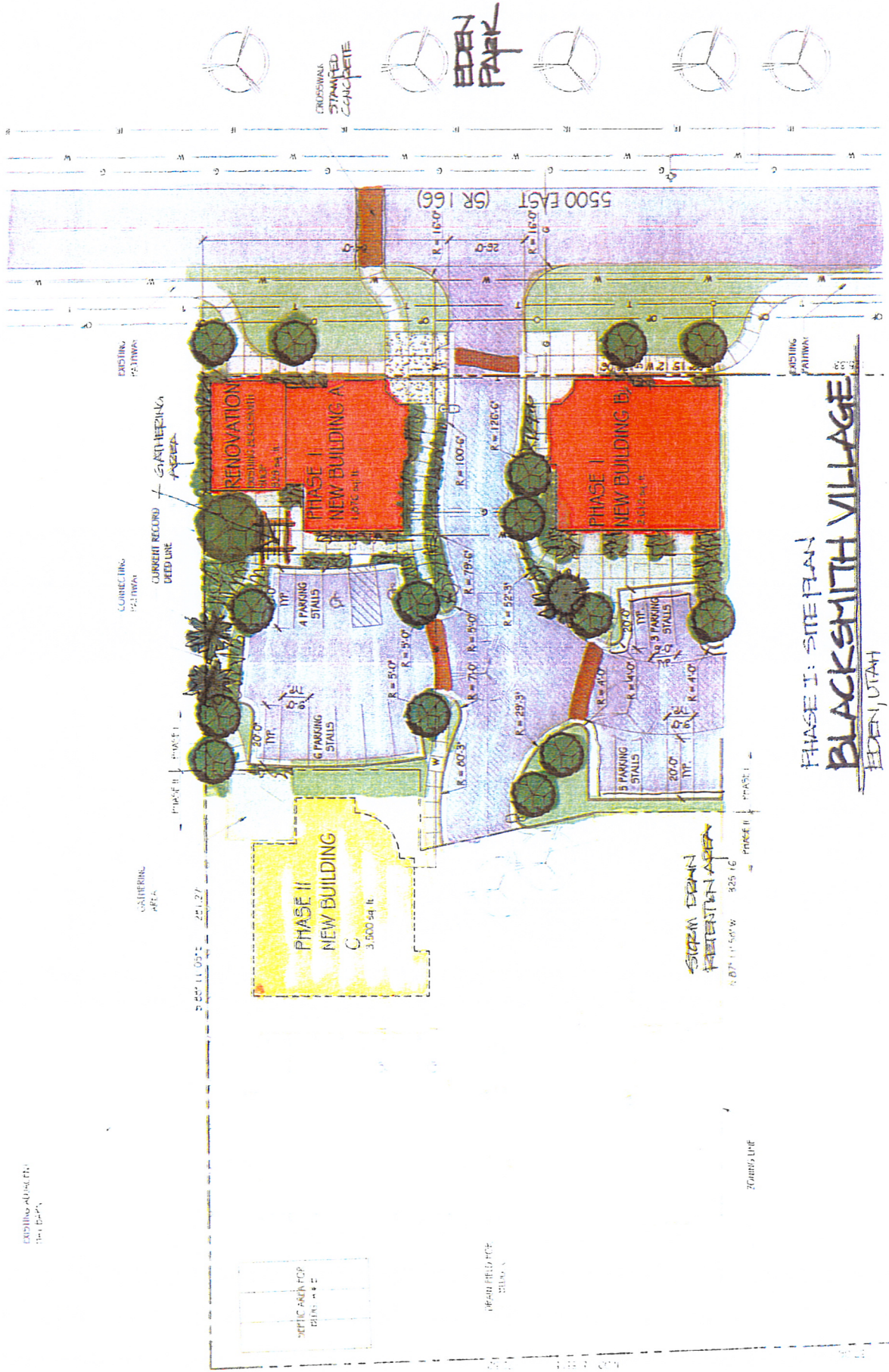


Exhibit B

(See Attached Concept Development Plans)

B 3/5



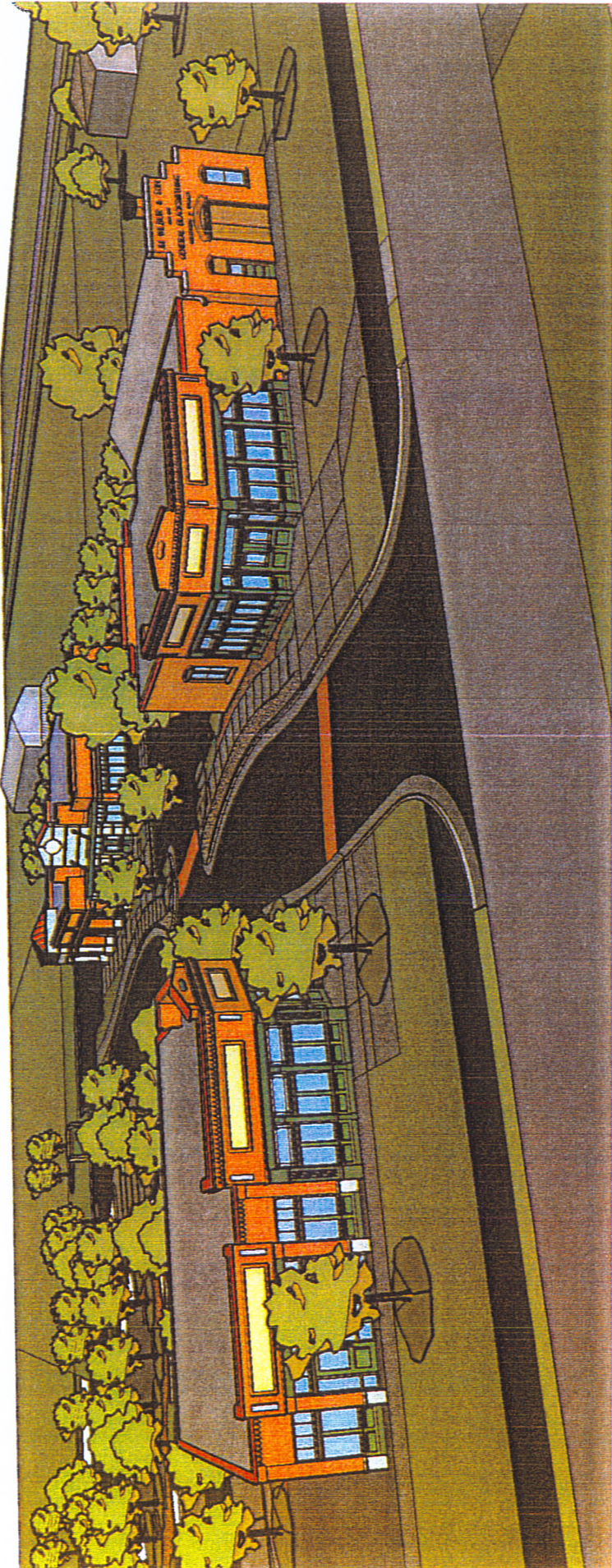
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APPLICABLE FOR

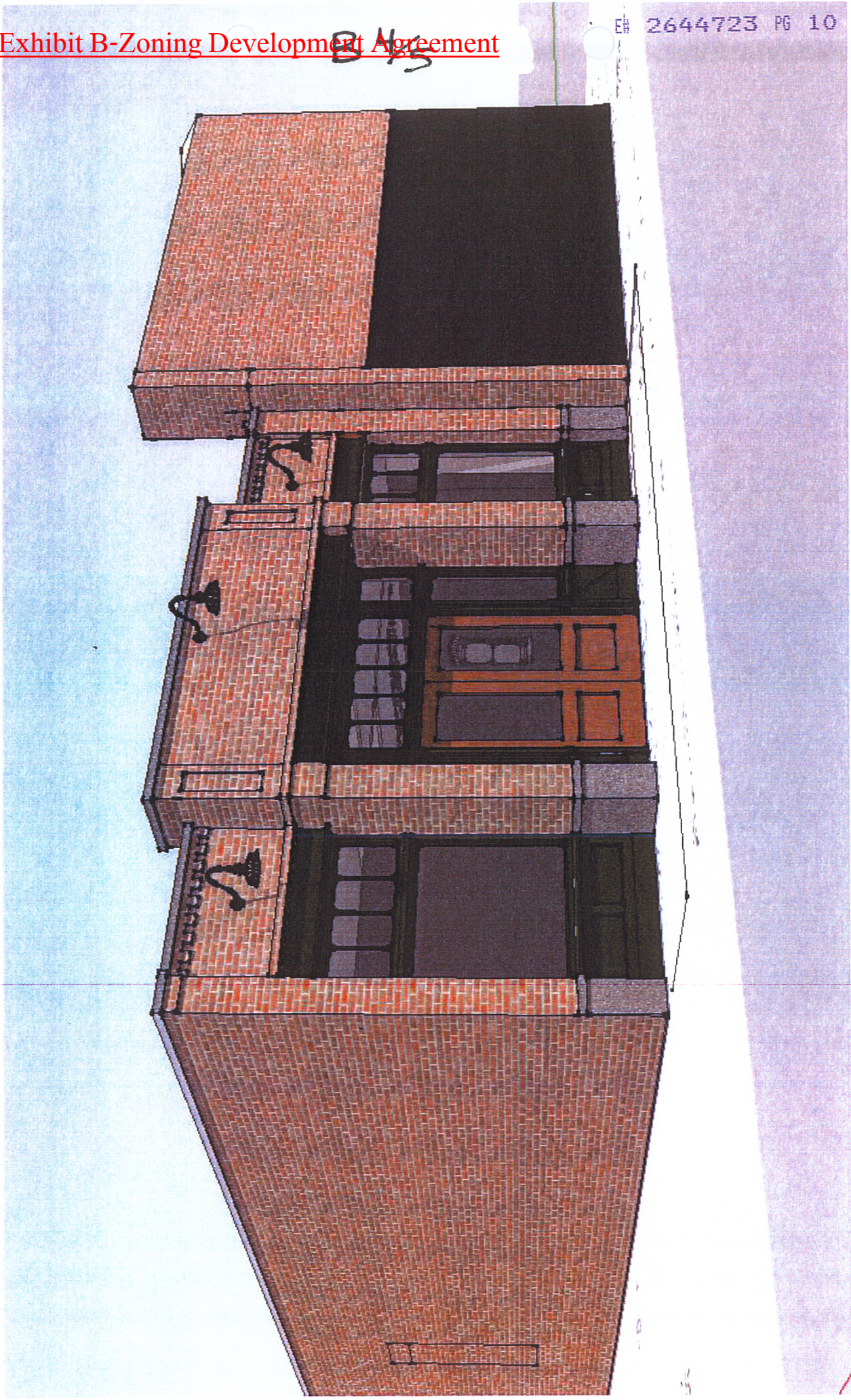
APPLICABLE FOR

TOWNSHIP

B-3/S



BNS



B 7/5

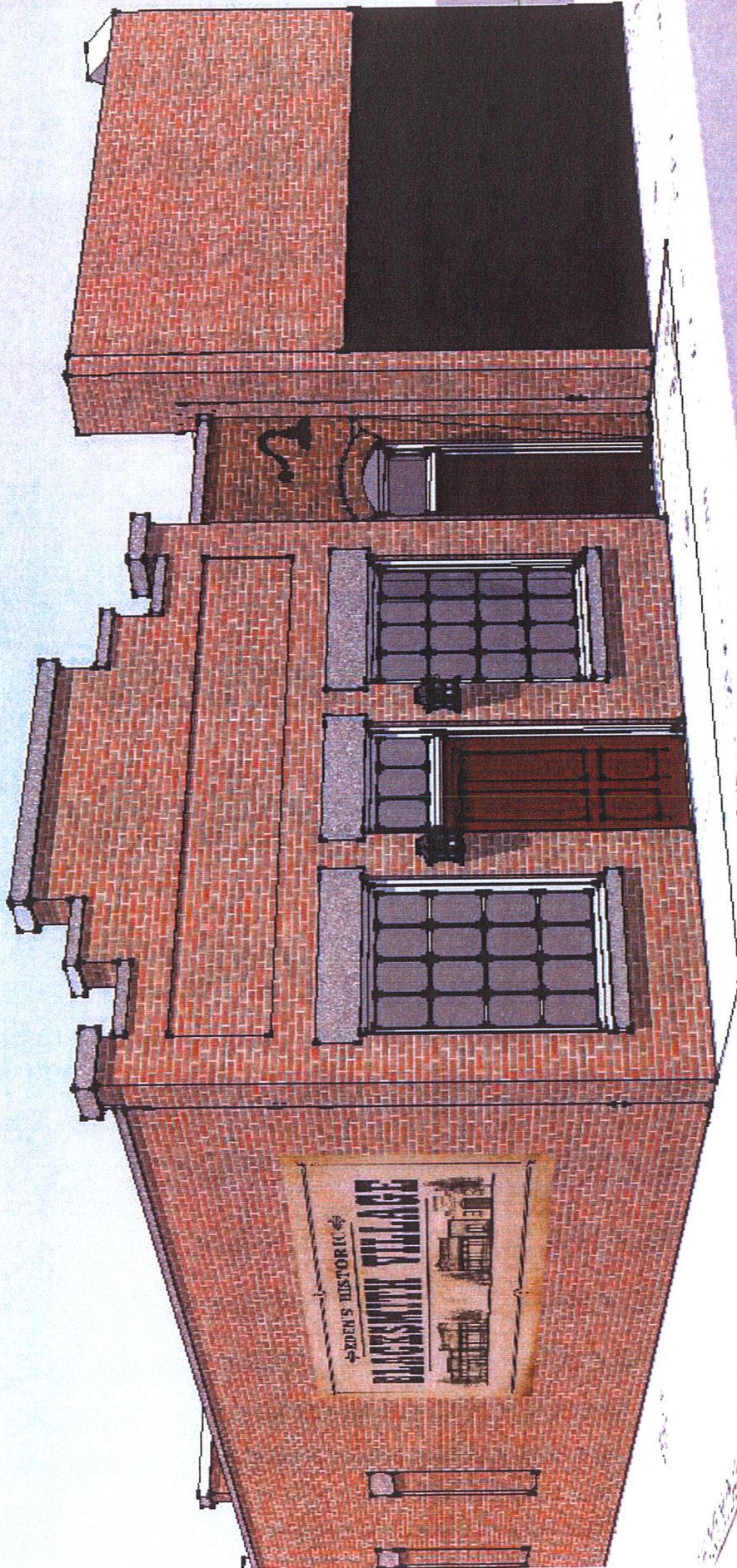


Exhibit C

Conditions, Limitations and Uses

Conditions:

- 1) The Blacksmith Shop will be placed and maintained on the National Register of Historic Places once the restoration of the Blacksmith Shop is complete.
- 2) The project will develop according to the approved site plan.
- 3) The Blacksmith Shop's interior and exterior will be restored according to the National Register Standards.
- 4) The Blacksmith Shop will be structurally protected simultaneously with any initial improvements to the property.
- 5) The Blacksmith Shop will be completely restored within five (5) years of the rezone approval. Progress for the restoration of the Blacksmith Shop shall be reported with each Commercial Site Plan or Conditional Use Permit application.
- 6) The Blacksmith Shop will retain a blacksmith shop theme or motif.
- 7) The Blacksmith Shop, once restored, will offer an educational element such as a walking tour, brochure or signage explaining its history and historical importance.
- 8) All new commercial buildings will project similar architectural styles and use similar materials to that of the Blacksmith Shop and the existing residence on site.
- 9) The property owner or developer will provide for the cost of additional traffic safety signs and cross-walk, as necessary for the Blacksmith Village development, if deemed appropriate by the County Engineer and/or County Commission.
- 10) The northeast corner of Blacksmith Village Concept Plan is update to show landscaping.
- 11) Year round landscape or other permanent screening will be used along all project boundaries that are adjacent to parcels with existing homes.
- 12) The developer acknowledges that prior to rezoning, a majority of the Blacksmith Village and all of adjacent properties are zoned Agricultural Valley - 3 (AV-3) which lists "agriculture" as the preferred use in agricultural zones. The developer also acknowledges that agricultural operations, as specified in the Zoning Ordinance for a particular zone, are permitted at any time including the operation of farm machinery and no allowed agricultural use shall be subject to restriction on the basis that it interferes with activities of the future Blacksmith Village commercial development.

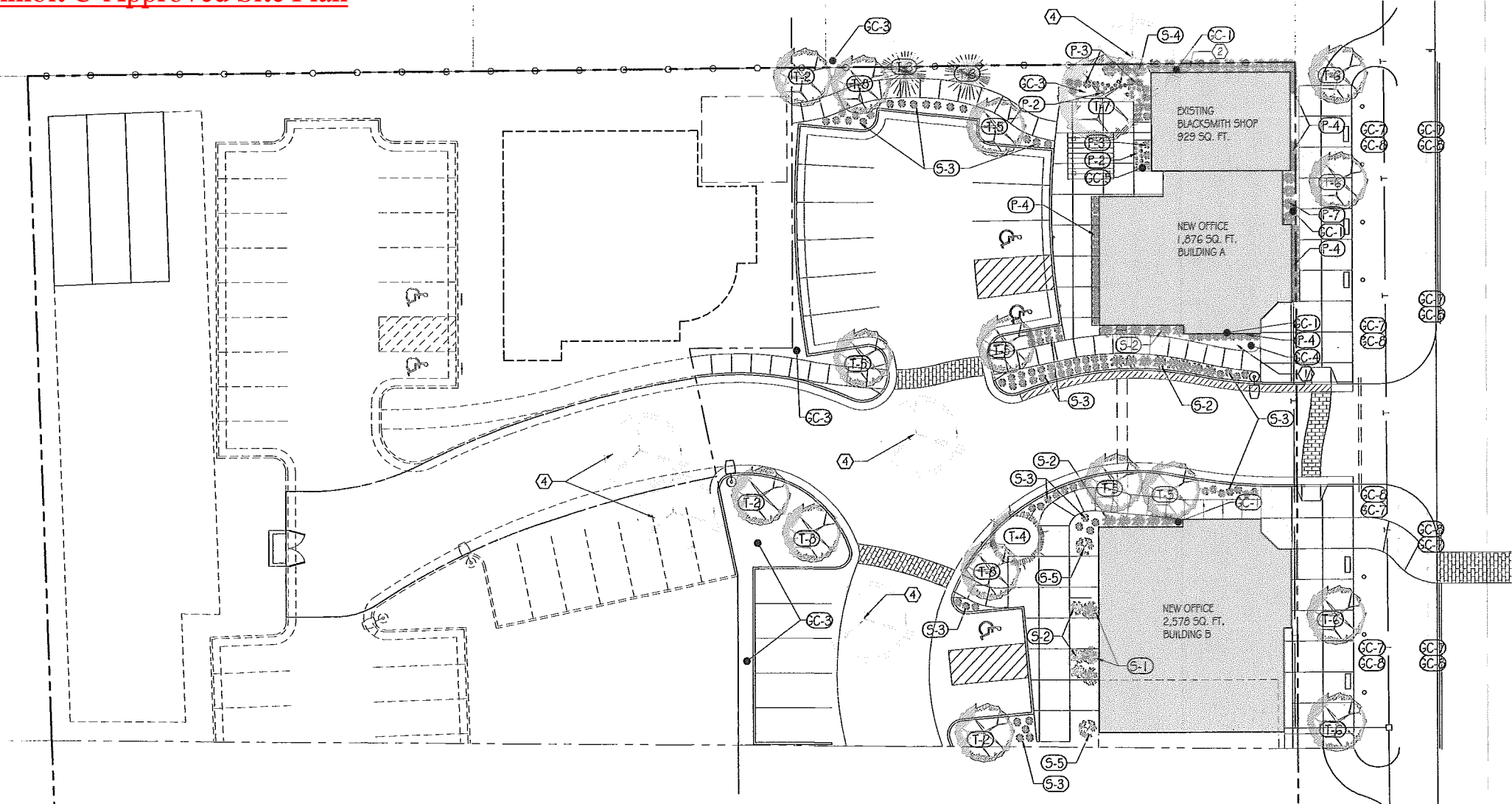
Limitations:

- 1) All new structures are limited to one or single story.
- 2) All structures are limited to the square footage footprint as indicated on the approved site plan.
- 3) No drive-thru services allowed.
- 4) Any Bed & Breakfast Inn or Bed & Breakfast Hotel is limited to 4 guest rooms.

Uses:

- Antique/ souvenir shop (P)
- Art/artist supply store (P)
- Automobile (Antique Only) Sales/Service* (C)
- Bakery limited to goods prepared on site (P)
- Bank or financial institution (P)
- Barber/Beauty shop (P)
- Bath and massage establishment (P)
- Bed and Breakfast Inn/Hotel (C)
- Bicycle sales and service (P)
- Book Store (P)
- Bookbinding (C)
- Blacksmith shop (P)
- (P)
- Café (P)
- Camera Store (P)
- Carpet or Rug Service (P)
- China, crystal and silver shop (P)
- Christmas tree sales (P)
- Clothing and accessory store (P)
- Convenience store (no gas service) (P)
- Day care center (P)
- Dairy product store(cheese shop) (P)
- Delicatessen (P)
- Drapery/curtain store (P)
- Dry cleaning pick-up station (P)
- Electronic equipment sales/service (P)
- Employment agency (P)
- Fabric/textile shop (P)
- Florist shop (P)
- Fruit store or stand (P)
- Furniture sales/repair (P)
- Garden supplies and plant materials (P)
- Gift store (P)
- Green house/nursery (P)
- Gunsmith (P)
- Laboratory (medical or dental) (P)
- Leather goods, sales and service (P)
- Legal offices (P)
- Library (P)
- Linen store (P)
- Locksmith (P)
- Luggage store (P)
- Meat, fish and seafood store (P)
- Medical/dental office (P)
- Museum (P)
- Music store (P)
- Needlework, embroidery or knitting store
- Novelty store (P)
- Optometrist, optician or oculist (P)
- Paint or wallpaper shop (P)
- Pet and pet supply store (P)
- Pie manufacturer (P)
- Pharmacy (P)
- Photo studio and supplies (P)
- Popcorn or nut shop (P)
- Professional office (P)
- Plumbing shop (P)
- Real estate agency (P)
- Recreation center (C)
- Restaurant (P)
- Seed and feed store, retail (P)
- Sewing machine sales/service (P)
- Shoe repair or shoe shine shop (P)
- Tailor shop (P)
- Taxidermist (P)
- Toy store, retail (P)
- Travel agency (P)
- Upholstery shop (P)

Exhibit C-Approved Site Plan



 NORTH
 A LANDSCAPE PLAN
L101 SCALE: 1" = 20'-0"

Exhibit D- Proposed Signage

