



W2536277

Ord 2011-11

C 2011-167

2536277 PG 1 OF 18
ERNEST D ROWLEY, WEBER COUNTY RECORDER
02-AUG-11 402 PM FEE \$1.00 DEF 100
REC FOR: WEBER COUNTY PLANNING

WEBER COUNTY

ZONING DEVELOPMENT AGREEMENT

PARTIES: The parties to this Zoning Development Agreement (Agreement) are Keith and Belinda Rounkles ("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 750 Ogden Canyon within the unincorporated area of Weber County, Utah from Forest Residential (FR-1) to Commercial Valley Resort Recreation (CVR-1) for the general purpose of expanding The Oaks restaurant and using existing and future cabins for nightly rentals which property consists of approximately 3.5 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 Forest Residential (FR-1) to Commercial Valley Resort Recreation (CVR-1) for the purpose of allowing the petitioner to construct his conceptually pre-designed project on the subject property.
2. The petitioner will develop the subject property based on the Concept Development Plan and the approved Conditions and Limitations attached hereto and marked as Exhibits B and C respectively. The attached site 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 10 years of the rezoning approval date.

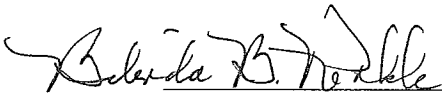
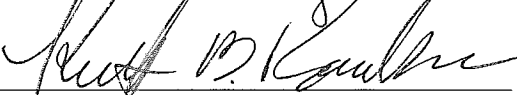
3. Petitioner acknowledges that if the project has not begun or has not been completed within the time frames outlined above that he will request that the property be rezoned from a Commercial Valley Resort Recreation (CVR-1) zone to a Forest Residential (FR-1) zone and this document will serve as his request that the property be rezoned by the County. Petitioner understands that the County's granting of his rezoning 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 approved as part of this agreement, and more particularly described in EXHIBIT C, will be allowed 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 based only those uses referred to in item # 4 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 according to this approved Zoning Development Agreement 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 (CVR-1 Zoning Description)
 Exhibit B (Concept Development Plan)
 Exhibit C (Rezone Conditions and Allowed Uses)

Approved by the parties herein undersigned this 1st day of August, 2011.
 - 
 Developer

INDIVIDUAL ACKNOWLEDGMENT

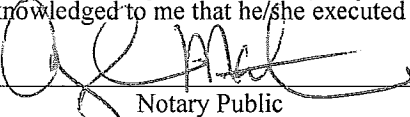
State of Utah)

ss

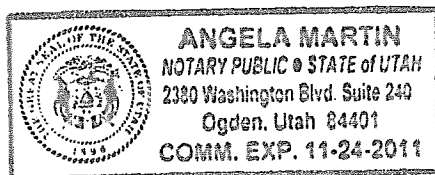
County of Weber)

On the 1 day of August A.D. 2011

personally appeared before me Belinda B. Runkles & Keith Runkles the signers of the within instrument,
 who acknowledged to me that he/she executed the same


 Notary Public

Residing at: Ogden, Utah



CORPORATE ACKNOWLEDGMENT

State of Utah)
ss
County of Weber)

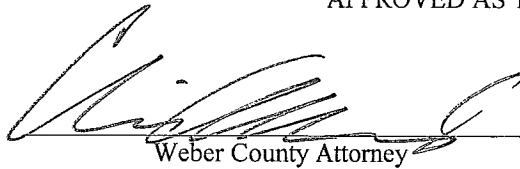
On the _____ day of _____ A.D. 20

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.

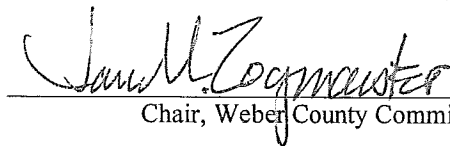
Notary Public

Residing at: _____, Utah

APPROVED AS TO FORM:

 _____
Weber County Attorney Date 7/29/11

APPROVED:

 _____
Chair, Weber County Commission Date Aug 2, 2011

ATTEST:

 _____
Weber County Clerk

EXHIBIT A 1/2

The Oaks CVR-1 Zoning Description

A PART OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 6 NORTH, RANGE 1 EAST OF THE SALT LAKE BASE AND MERIDIAN, U.S. SURVEY:

BEGINNING AT AT A POINT LOCATED NORTH 429.4 FEET FROM THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SOUTHEAST QUARTER; RUNNING THENCE NORTH 250.2 FEET MORE OR LESS ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER TO THE SOUTH RIGHT OF WAY LINE OF OGDEN CANYON HIGHWAY, STATE ROUTE NO. 39; THENCE EASTERLY ALONG SAID SOUTH RIGHT OF WAY LINE 1148 FEET, MORE OR LESS, TO A POINT 10 FEET NORTH, MORE OR LESS, FROM THE CENTER OF EAST END OF OGDEN CITY PIPELINE BRIDGE; THENCE SOUTH 40 FEET, MORE OR LESS, TO THE CENTER OF OGDEN RIVER; THENCE NORTH 85°59' WEST 1116.1 FEET MORE OR LESS TO THE POINT OF BEGINNING.
CONTAINING 3.5 ACRES, MORE OR LESS.

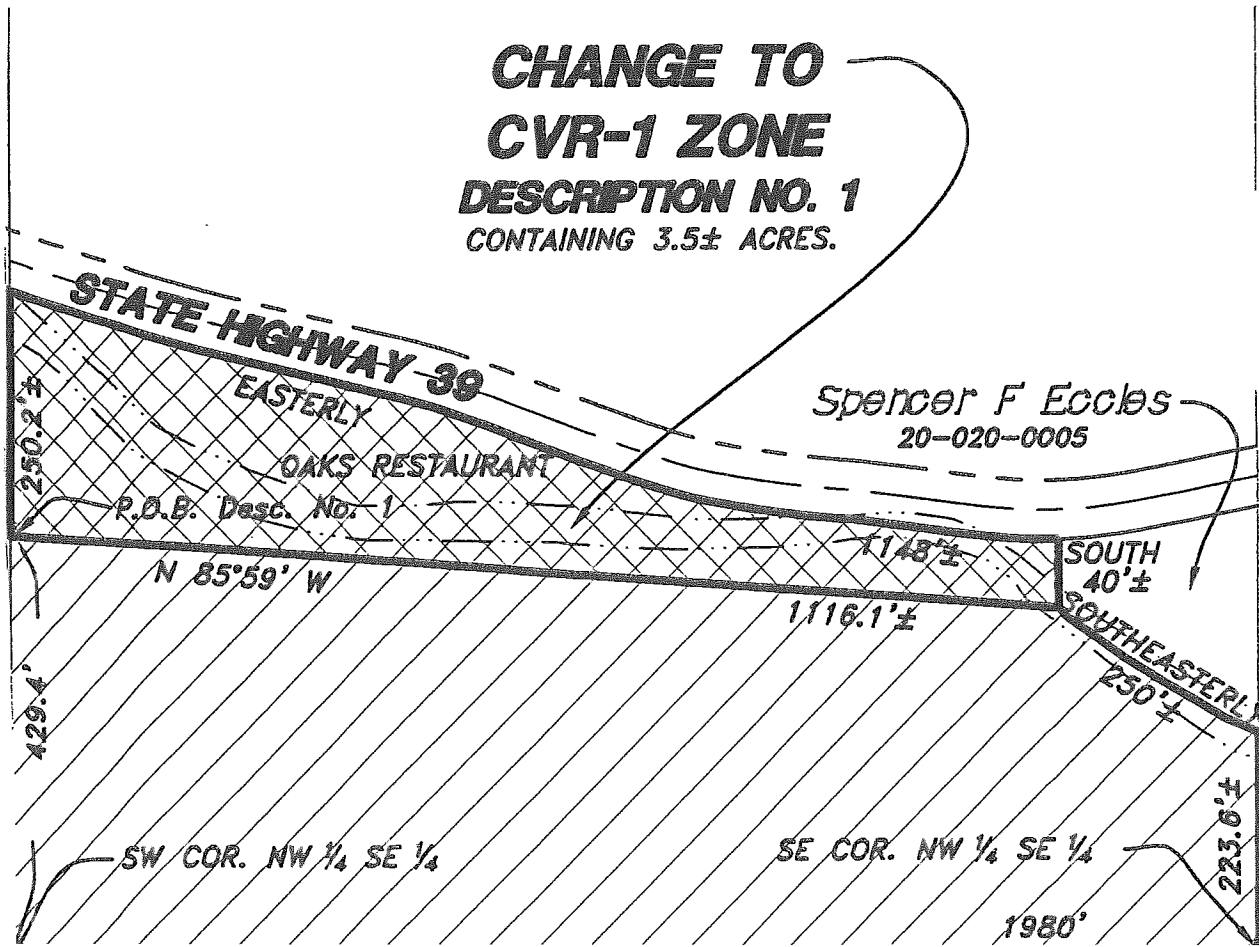


EXHIBIT B 1/4

THE OAKS
750 Ogden Canyon
Ogden, UT 84401

DEVELOPMENT PLAN

Phase I *(2 year)*

- 2011 walk-in cooler and freezer completed
- Existing three cabins available for rental

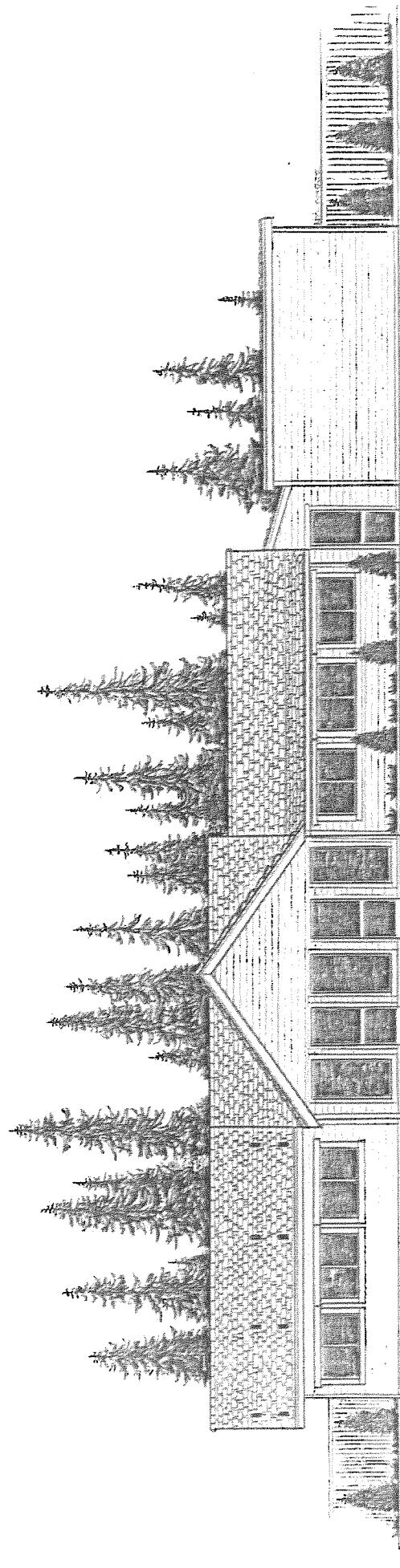
Phase II *(5 year)*

- Remodel and addition to east side of restaurant

Phase III *(10 year)*

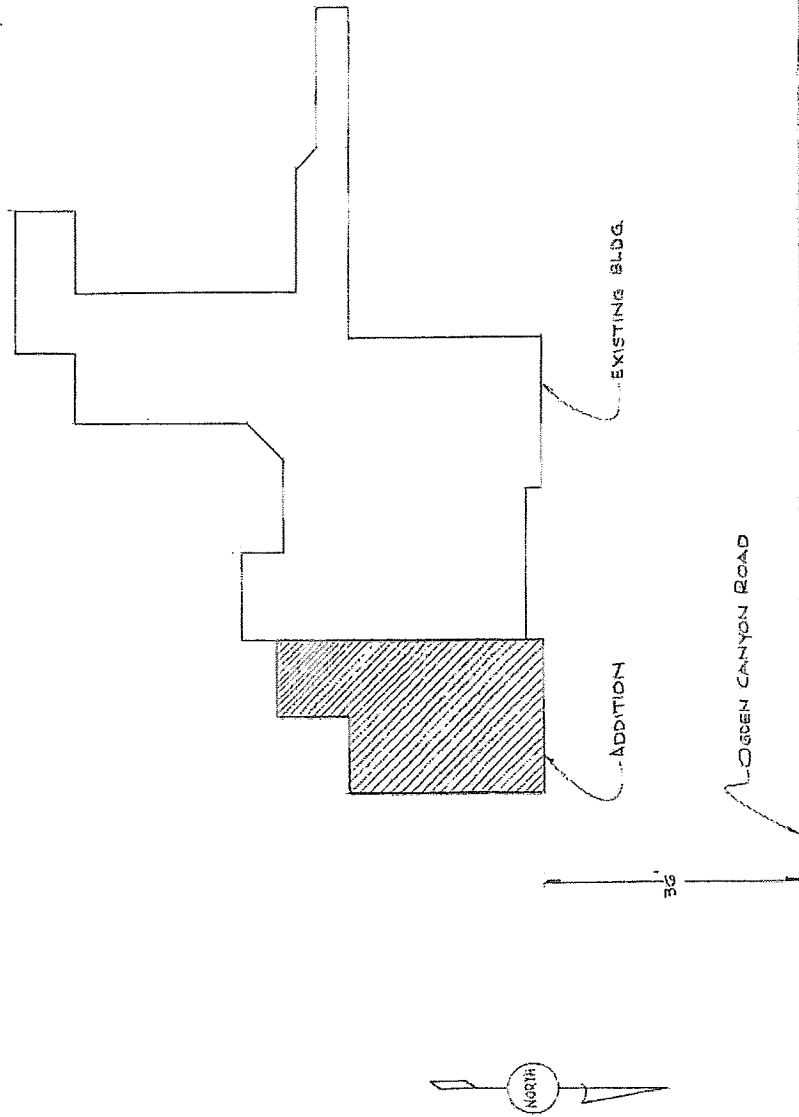
- Construction of additional cabins west of existing cabins

EXHIBIT B 2/a

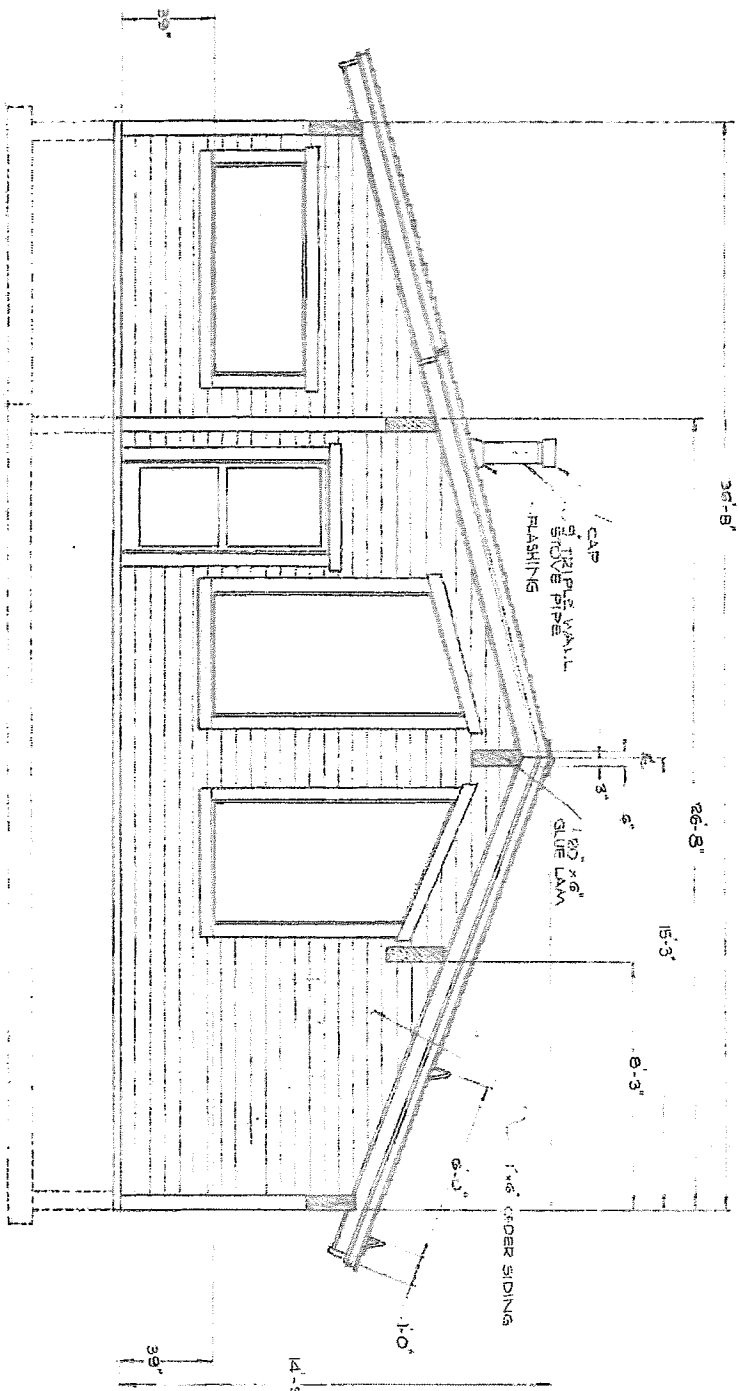


OAKS RESTAURANT

ADDITION DRAWINGS
FOR OAKS RESTAURANT
750 OGDEN CANYON
SHEET 1 OF 9 | SCALE: 1/8"=1'-0"
DRAWN BY: RON NYLANDER



PLOT PLAN
750 OGDEN CANYON

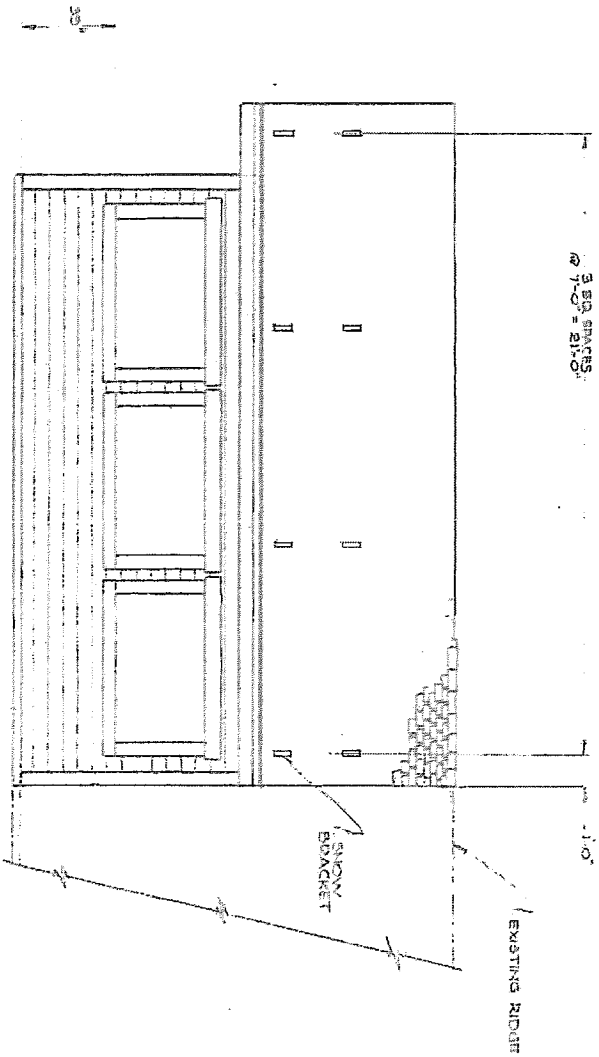


EAST ELEVATION
SCALE: 1/2" = 1'-0"

14'-9" (MATCH EXISTING ROOF)

EXHIBIT B 4/9

ADDITION DRAWINGS
FOR OAKS RESTAURANT
750 OGDEN CANYON
SHEET 3 OF 9 | SCALE 1/2" = 1'-0"
DRAWN BY: DON MANDER



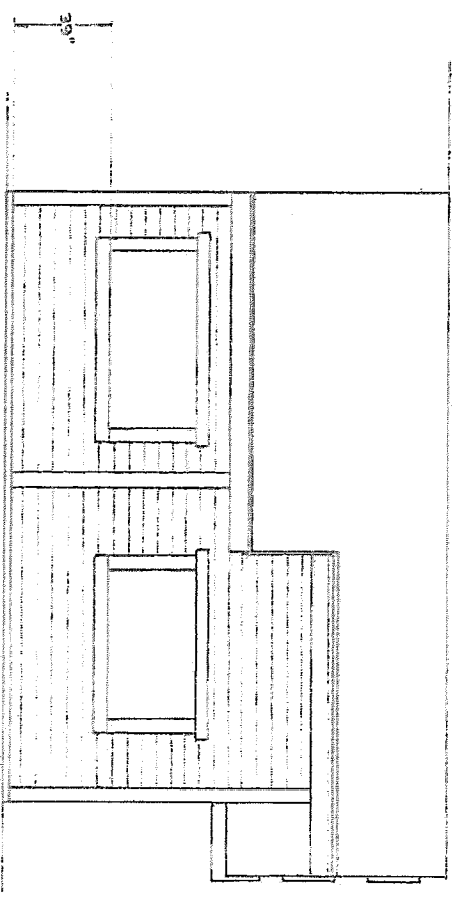
NORTH ELEVATION

SCALE: 1/8" = 1'-0"

EXHIBIT B 5/9

ADDITION DRAWINGS
FOR OAKS RESTAURANT
750 OAKEN CANYON
SHEET 4 OF 9 | SCALE: 1/8" = 1'-0"
DRAWN BY: DON NYLANDER

EXISTING RIDGE



SOUTH ELEVATION
SCALE: 1/2" = 1'-0"

EXHIBIT B 2/9

ADDITION DRAWINGS
FOR OAKS RESTAURANT
350 GOLDEN CANYON
SHEET 5 of 9 | SCALE: 1/2" = 1'-0"
DRAWN BY: DON NYLANDER

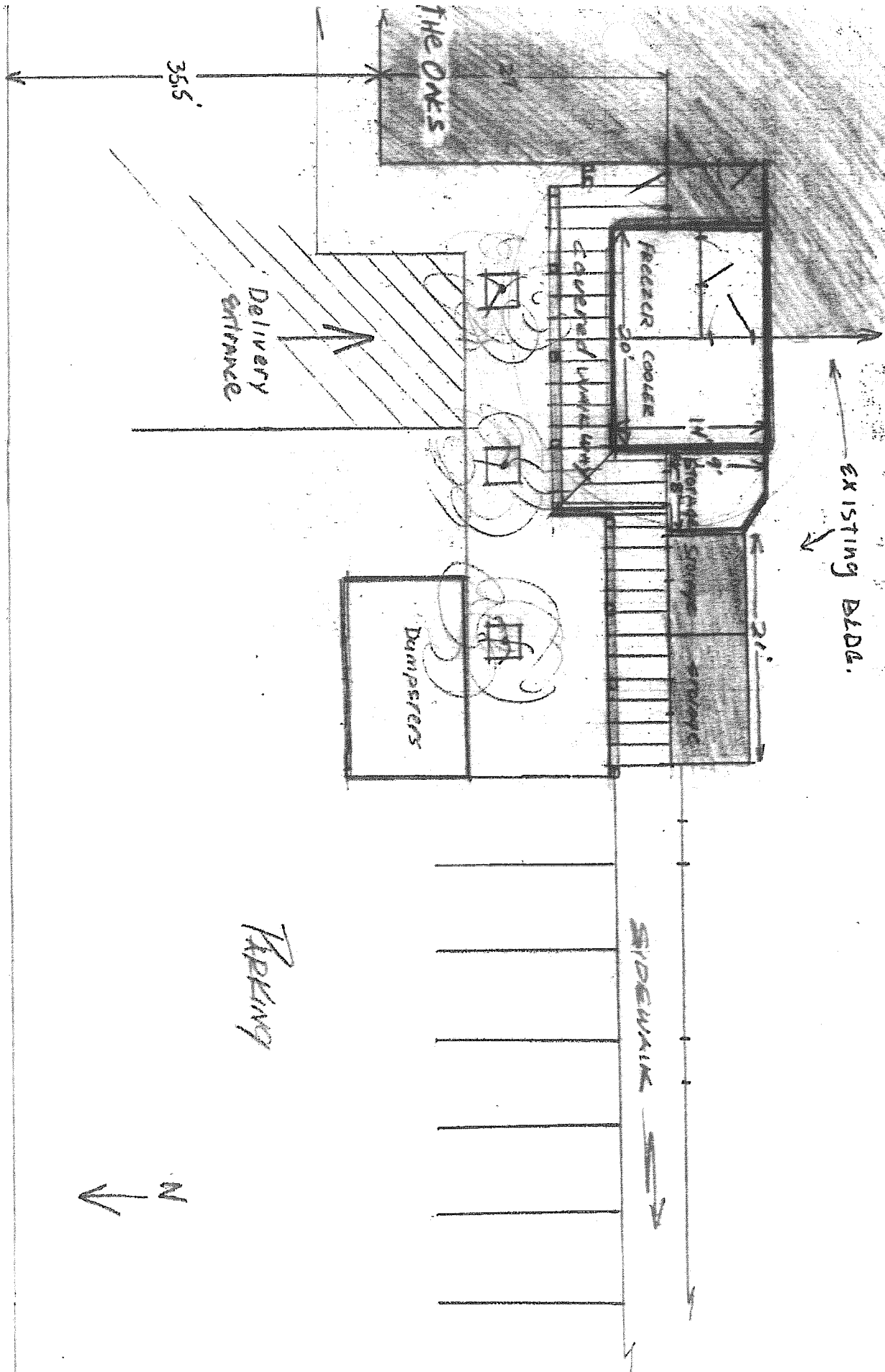
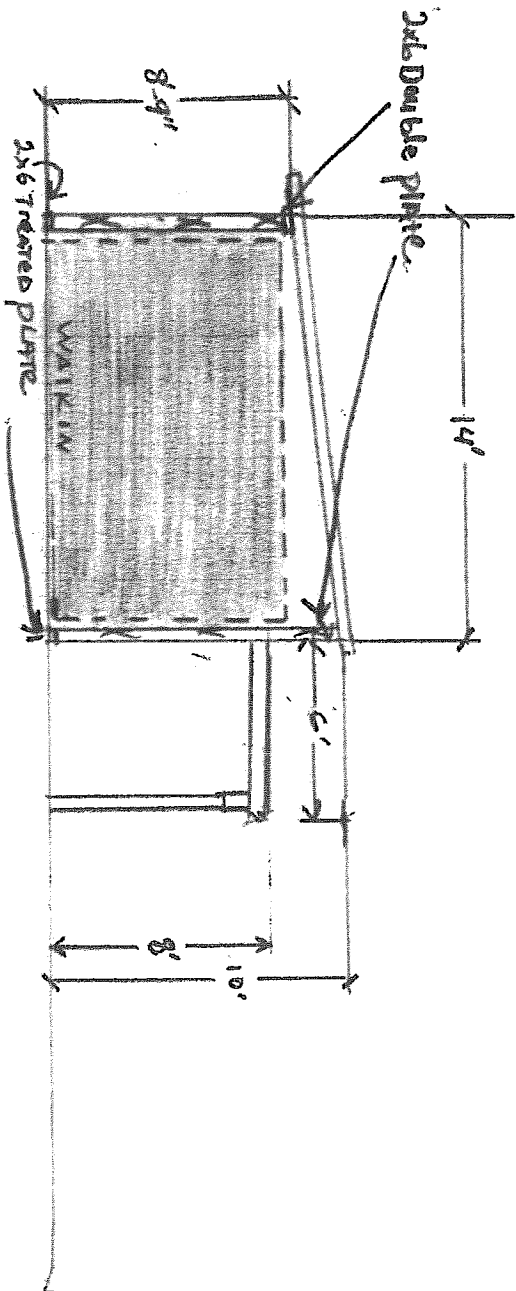


EXHIBIT B 7/9

Highway 39



N →

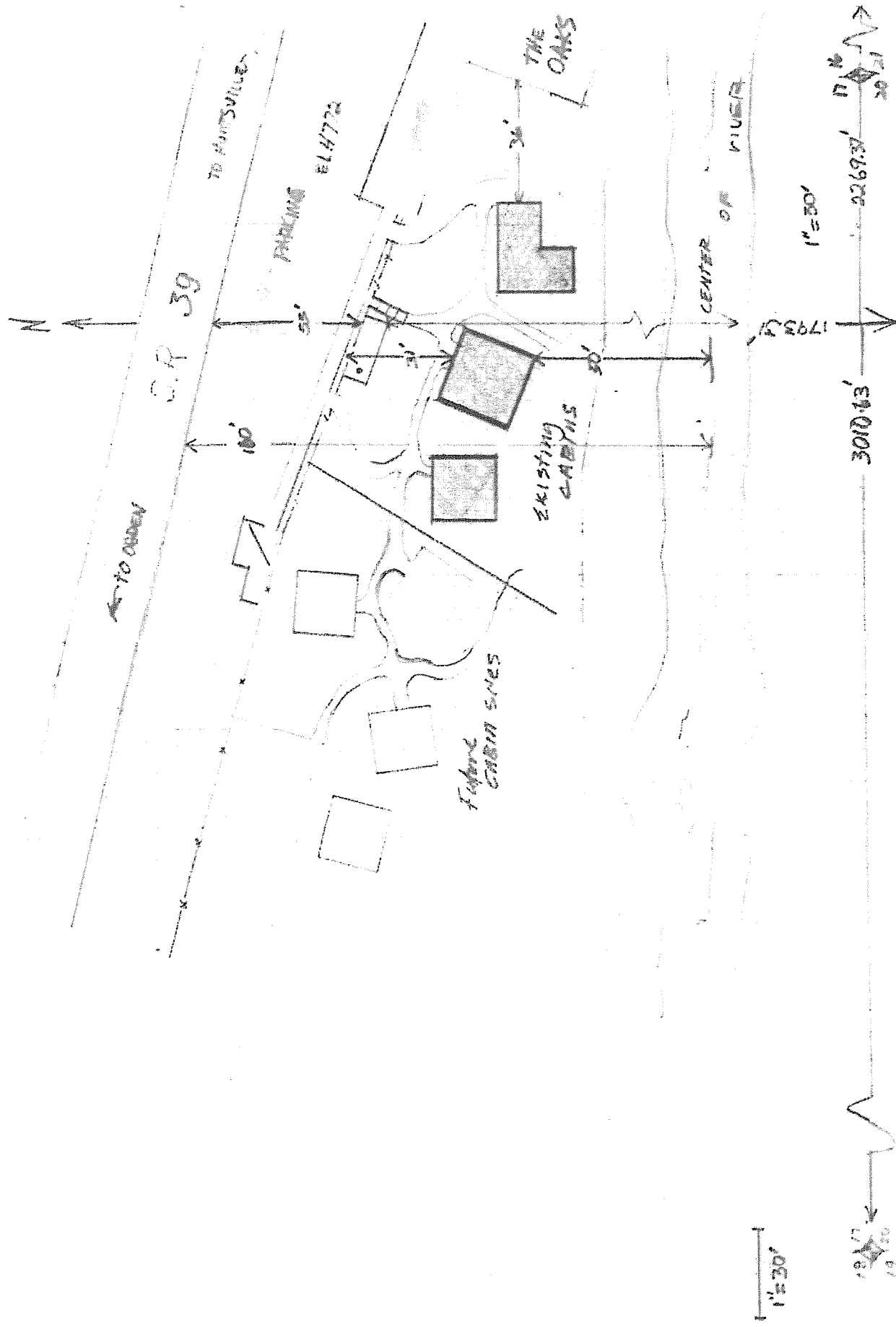


EXHIBIT C

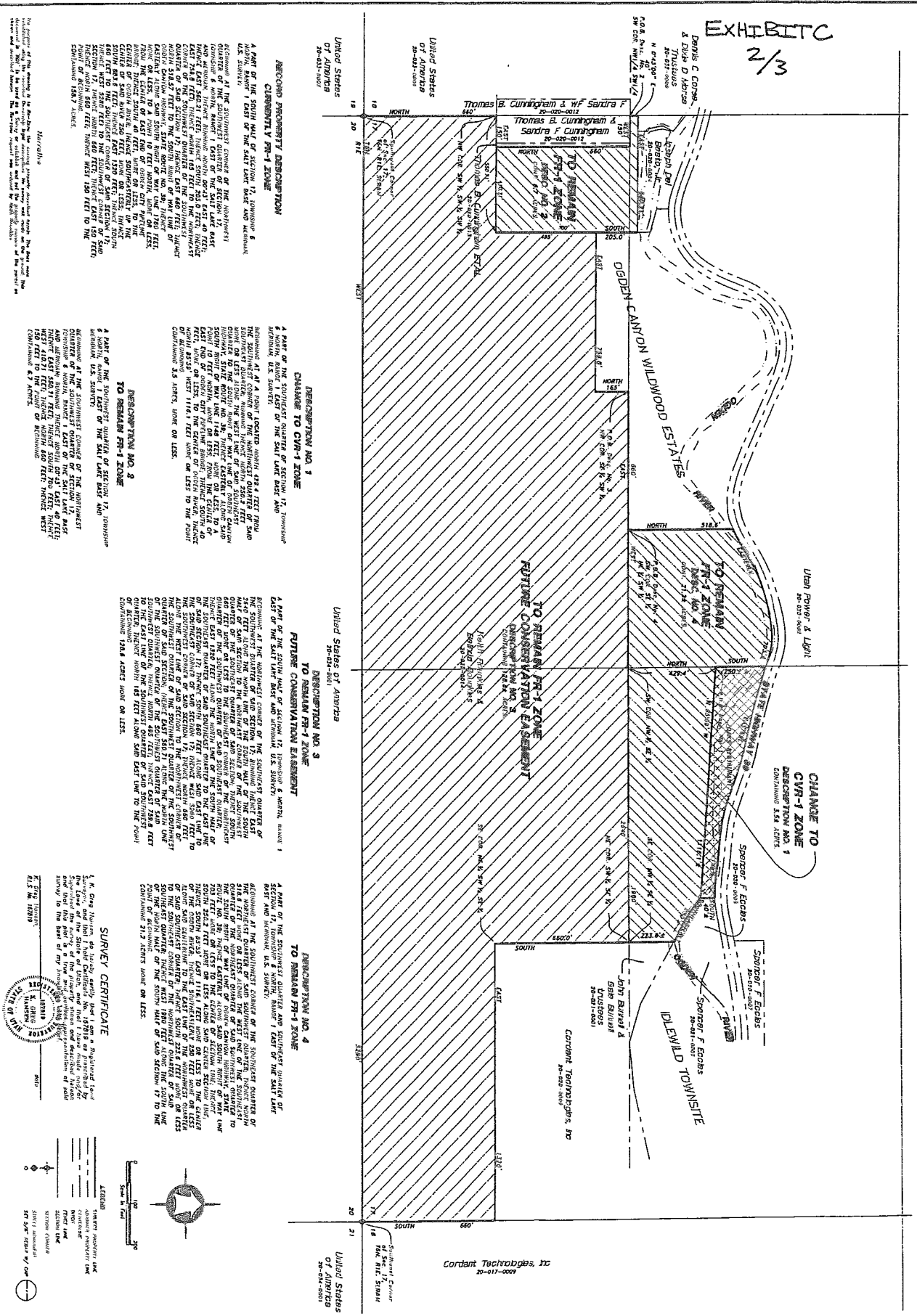
Rezone Conditions

1. The property owner(s) shall place a conservation easement on the property designated on the rezone exhibit as "Future Conservation Easement" within 2 years from the date of rezone approval. The description and rendering of this area are attached as page 2.
2. The property owner(s) shall work with Weber Pathways and the Forest Service to finalize a trail location, and shall provide an easement for the future trail when requested by Weber Pathways and the Forest Service. A proposed trail exhibit is attached as page 3.
3. This rezone does not act as approval for development and structures already existing on the property. A detailed overall site plan must be presented to the Ogden Valley Planning Commission for consideration and action in conjunction with any future development proposals.

Allowed Uses

The uses allowed on this site are a restaurant without a drive-up window and cabins for nightly rentals. Both of these uses are subject to the regulations of the CVR-1 Zone and this Zoning Development Agreement.

EXHIBIT C
2/3



| EXHIBIT MAP FOR RE-ZONE REQUEST FOR | |
|--|----------------|
| KEITH ROUNKLES | |
| TAX PARCEL NO. 20-020-0014 | |
| A PART OF THE SOUTH HALF OF SECTION 17, TOWNSHIP 6 NORTH, RANGE 1 EAST, S.L.B. & M. | |
| Drawn By: MRL | Date: 05/24/11 |
| Designed By: MRL | |
| Approved By: MRL | |
| Scale: SCALE | |
| Drawing No: 11-2-280010052411 | |
| Job Number: 11-2-2 | |
| Hansen & Associates, Inc. Consulting Engineers and Land Surveyors Visit us at www.hansen.net 833 North Main Street, Brigham, Utah 84302 Brigham City, Utah (801) 399-4905 (435) 752-6272 Fax: (801) 399-4905 | |
| Revised Date: 1, 2 & 4 Final | |
| Revised Date: 1, 2 & 4 | |
| Revised Date: 1, 2 and No. 3 | |
| Revision | |

