



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:

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.

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.

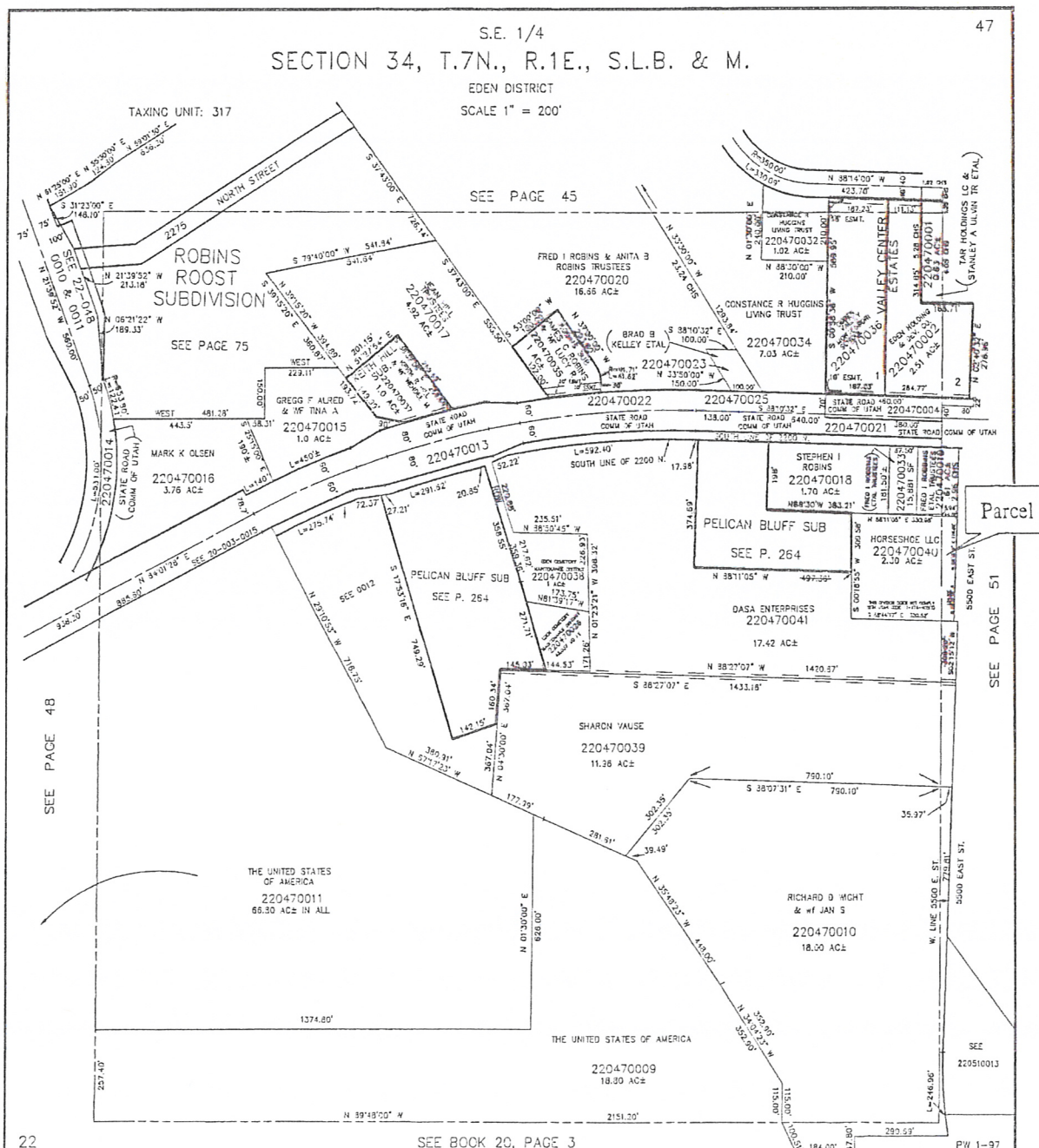
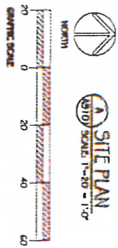
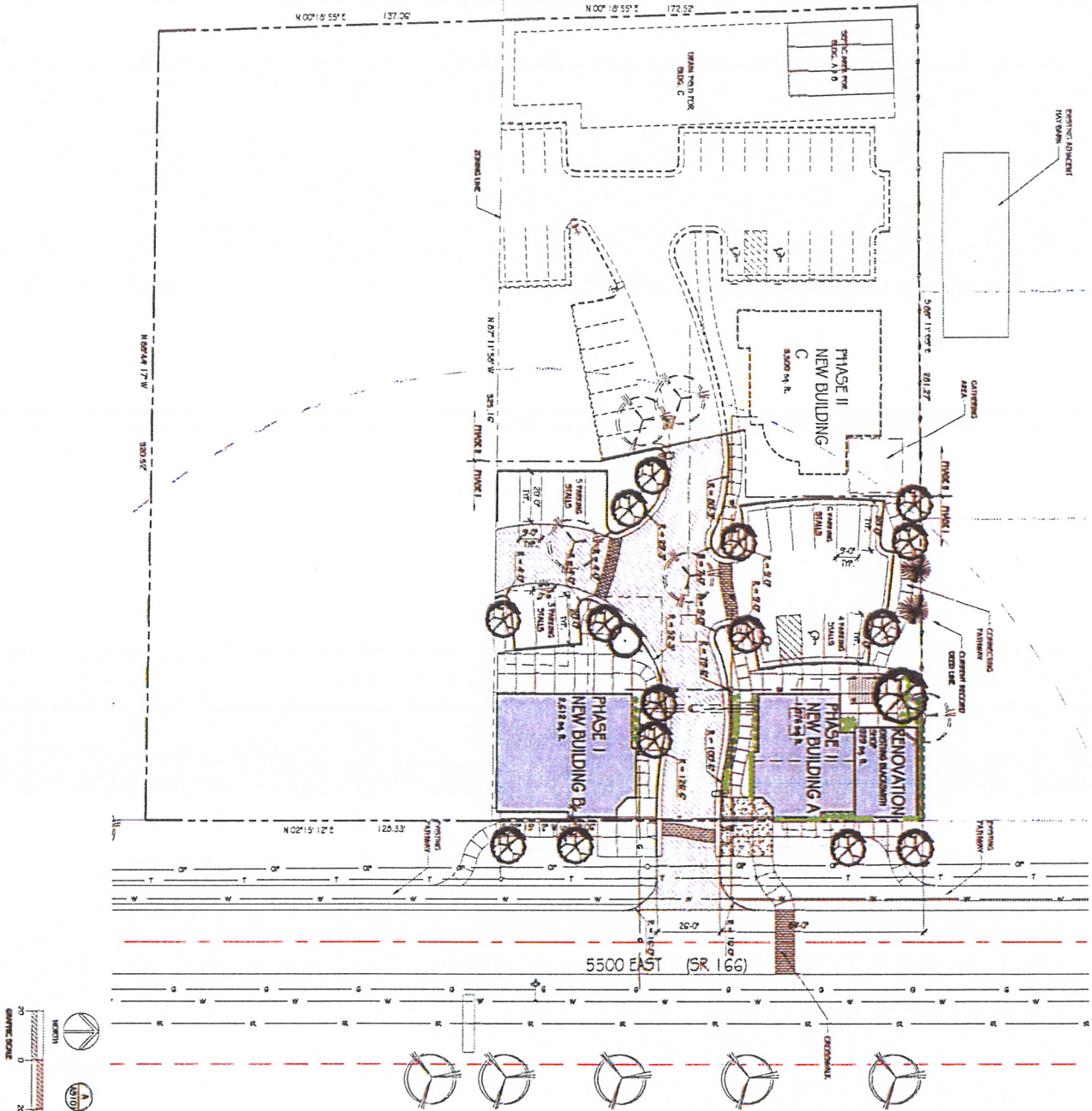


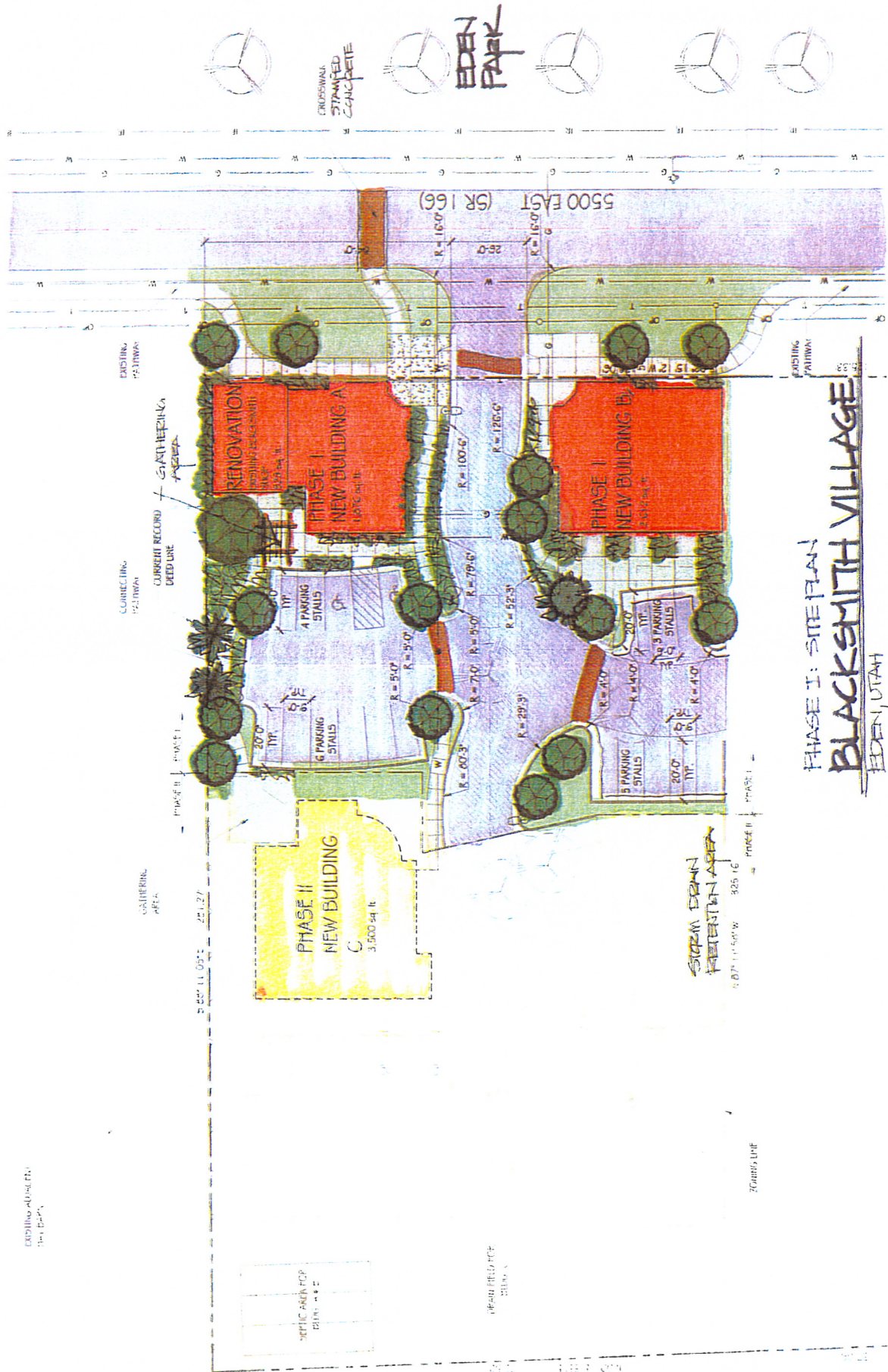
Exhibit B

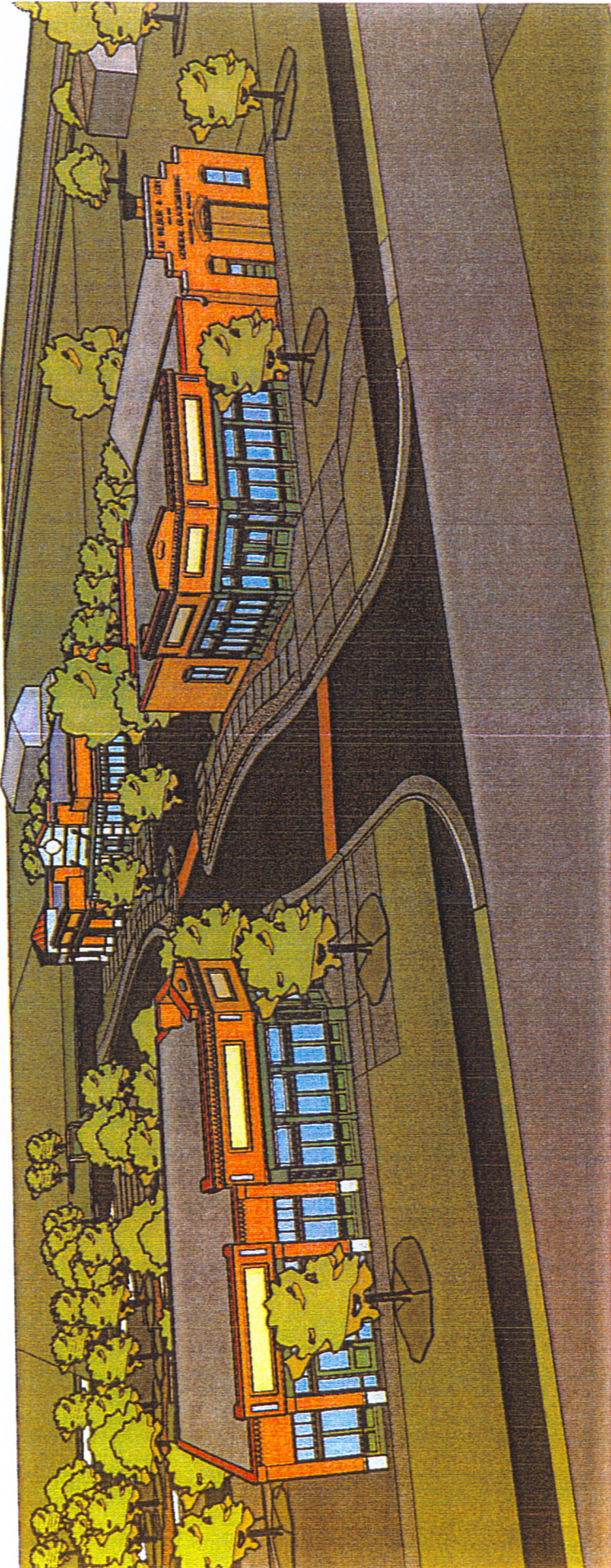
(See Attached Concept Development Plans)

B 1/5

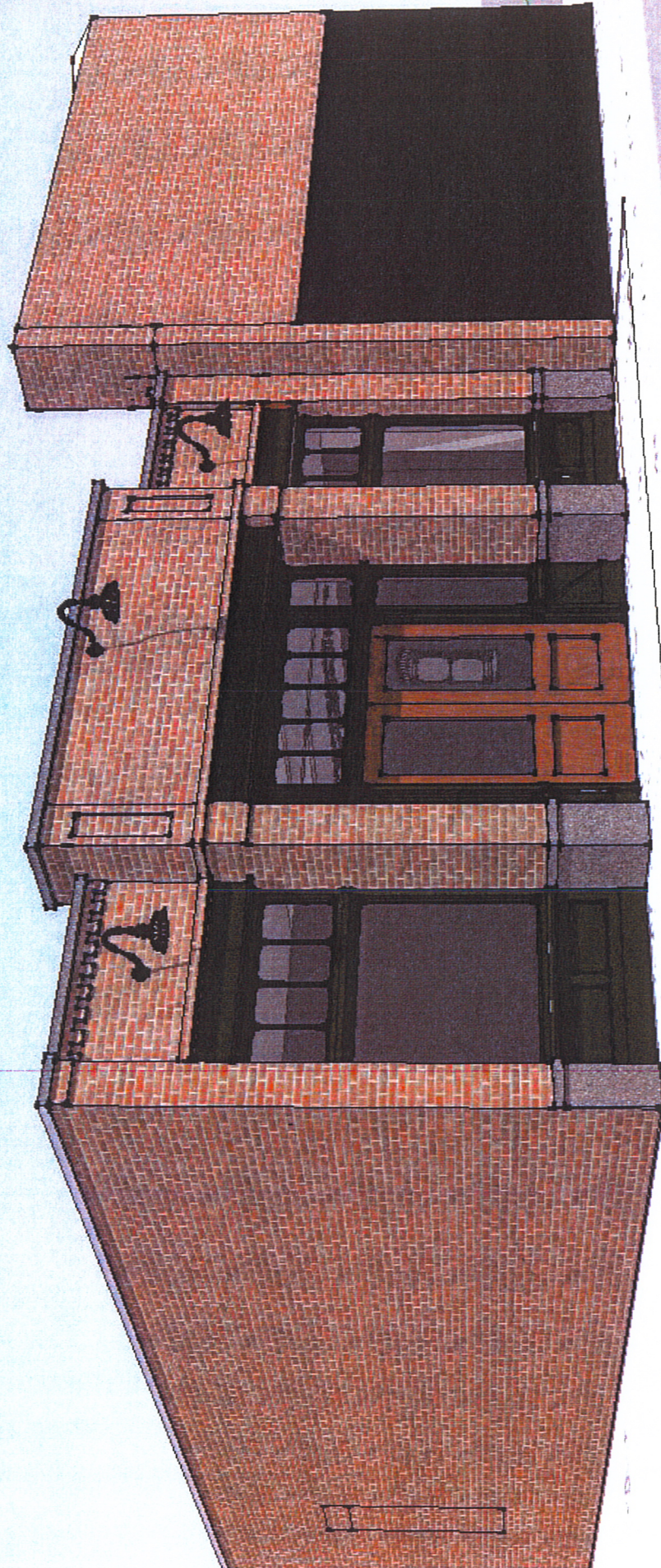


ZONING & PARKING REQUIREMENTS			
PHASE I			
ZONE: CV-2 (COMMERCIAL VEHICLE)	OFFICE/RETAIL	USE: OFFICE	
MINIMUM LOT: 1.0 AC	MINIMUM FRONT YARD SETBACK: 10 FT	MINIMUM SIDE YARD SETBACK: 5 FT	MINIMUM REAR YARD SETBACK: 5 FT
MINIMUM LOT: 1.0 AC	MINIMUM FRONT YARD SETBACK: 10 FT	MINIMUM SIDE YARD SETBACK: 5 FT	MINIMUM REAR YARD SETBACK: 5 FT
PHASE II			
ZONE: CV-2 (COMMERCIAL VEHICLE)	OFFICE/RETAIL	USE: OFFICE	
MINIMUM LOT: 1.0 AC	MINIMUM FRONT YARD SETBACK: 10 FT	MINIMUM SIDE YARD SETBACK: 5 FT	MINIMUM REAR YARD SETBACK: 5 FT
MINIMUM LOT: 1.0 AC	MINIMUM FRONT YARD SETBACK: 10 FT	MINIMUM SIDE YARD SETBACK: 5 FT	MINIMUM REAR YARD SETBACK: 5 FT





B 4/5



B 5/5

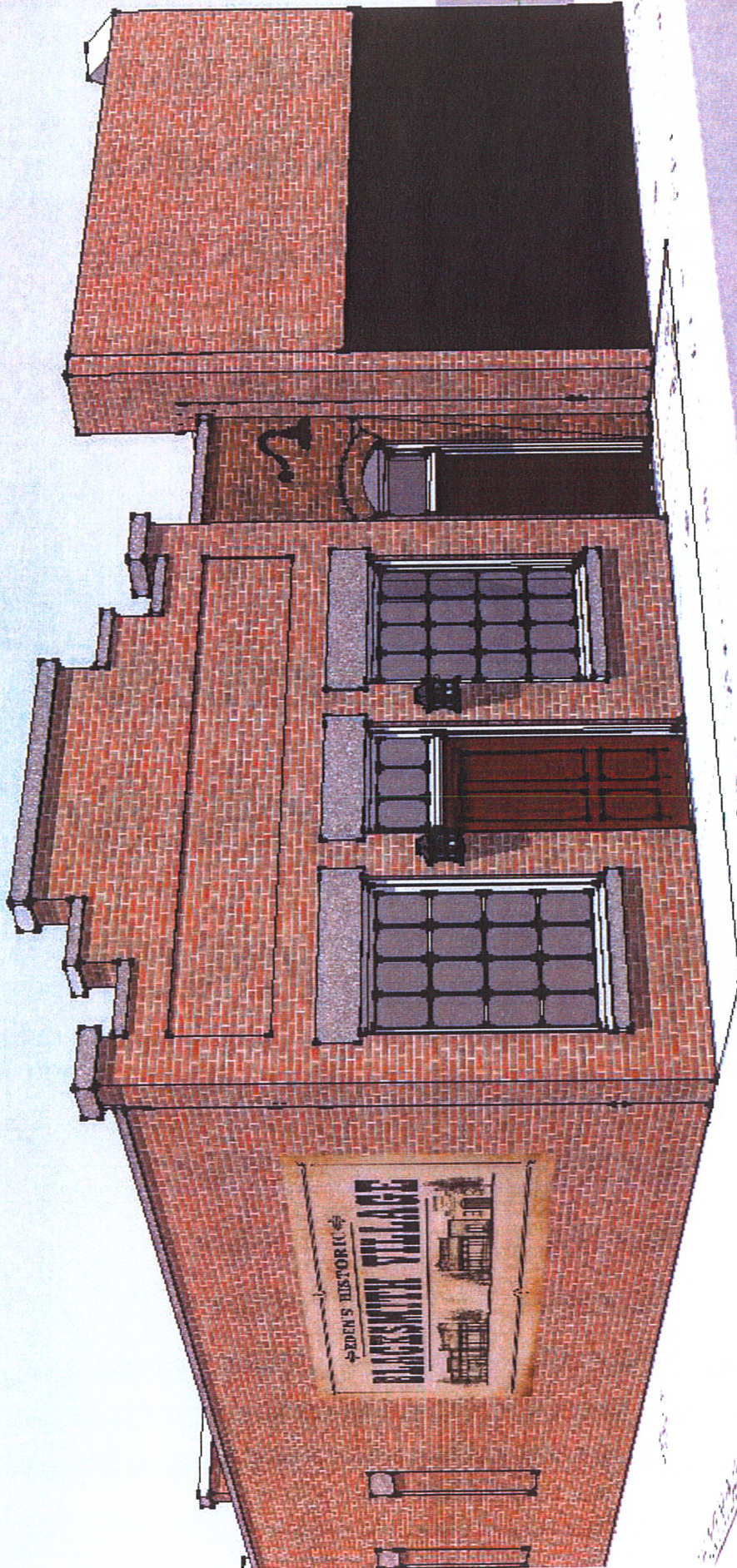


Exhibit C

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

Health food store (P)
Health club (P)
Hobby and craft store (P)
Hardware store (P) w/no outside storage

Vegetable store or stand (P)

Ice cream parlor (P)
Insurance agency (P)
Interior decorator/design (P)

Jewelry store sales and service (P)

* In addition other Planning Commission conditions imposed at the time of Conditional Use Permit approval, the following restrictions shall apply as follows:

1. At close of business, all cars will be stored within showroom.
2. No more than fifteen (15) antique automobiles on display at any given time.
3. Blacksmith facilities used for the restoration of classic automobiles are limited to no more than two (2) bays with all work being conducted shall be within a completely enclosed building.
4. Automobiles are limited to antique and classics defined as follows:
 - a. At least twenty-five (25) years old and no longer depreciating in value.
 - b. Are suitable and desirable for collecting.
 - c. They have special value or appeal because of their uniqueness and/or beauty.
 - d. As a guide, these automobiles should be of a similar vintage to those frequenting the original service station and/or Blacksmith Shop.