



W2857795

WEBER COUNTY

5/9/2017

FARM STAY and DEVELOPMENT AGREEMENT AMENDMENT 1

AGREEMENT: The following Agreement is hereby made by the undersigned owner(s) of real property located within unincorporated Weber County, Utah (hereinafter referred to as the "Owner"). This Agreement is a standard form offered by the County to allow owners to comply with section 108-21-3(10) of the Weber County Code. Other than filling in the blanks in the form, any modification of the form, without the express written consent of the planning commission that has jurisdiction, renders the Agreement void.

EFFECTIVE DATE: The effective date of this Agreement shall be April 20, 2017 [Date].

RECITALS

WHEREAS, the Owner seeks to continue his/her agricultural pursuits while developing an agri-tourism operation upon certain property that consists of approximately 17.39 acres and which is more particularly described in Exhibit A attached hereto and referred to as the "Property"; and

WHEREAS, the County seeks to promote the health, safety, welfare, convenience, and economic prosperity of its residents through the establishment and administration of certain zoning regulations which are intended to promote agriculture and guide the use and development of land as a means of implementing the County's General Plan; and

WHEREAS, the Owner has requested that his/her application be reviewed and the above referenced Property receive a Conditional Use Permit for the purpose of allowing him/her or his/her designees to develop the Property in the specific manner that has been presented to and approved by the County;

NOW THEREFORE, the Owner hereby agrees and covenants as follows:

1. General

- 1.1. The Owner acknowledges his/her responsibilities, as outlined in Conditional Use Permit file number: CUP 2015-03 (CU INDX 30-2015) and as amended CUP 2016-16.
- 1.2. The Owner agrees and acknowledges that his/her obligations, as outlined by this Agreement, shall coincide with and/or be in addition to any other applicable ordinances, codes, conditions, and/or regulations.
- 1.3. The commitments of the Owner, as detailed in this Agreement, shall constitute a covenant and restriction that shall run with the land and be binding upon the Owner, his/her assigns and/or his/her successors in interest.
- 1.4. This Agreement constitutes the entire Agreement; however, the Owner acknowledges that he/she may be bound by additional obligations as detailed in his/her Conditional Use Permit approval. The Owner may amend or modify the provisions of this Agreement and/or the approved agri-tourism operation only by written request and after a review and approval by the appropriate planning commission, which may hold a public hearing to obtain public input on the proposed amendment or modification.
- 1.5. This Agreement and the approvals granted through the subject Conditional Use Permit shall be in full force and effect until the Property, covered herein, has been reverted back to its former use(s) as a result of an Owner decision/action to do so or revocation by the County.

2. Development

- 2.1. The Owner shall operate the subject agri-tourism operation in a manner that is based upon the approvals granted and develop the subject Property in a manner that is consistent with the approved Site Plan. See Exhibit B for approval information.

3. Division of Land

- 3.1. The Owner shall maintain the subject property's current acreage and maintain its current boundary configuration, without subdividing by deed or any other means, until such time that he/she either:

- 3.1.1. Gains County approval(s) for amendments/modifications to the originally approved agri-tourism operation boundary and Site Plan; or
- 3.1.2. Ceases all agri-tourism operations and reverts all structures and facilities, utilized for agri-tourism purposes, to structures and facilities that comply with all current and applicable Weber County Zoning, Subdivision, and Building Codes.

4. Farm Stays

- 4.1. Except for those housing opportunities provided by an Agro-Ecology Research and Education Center, the Owner agrees and further warrants that all structures and facilities utilized for agri-tourism farm stay purposes shall be operated and maintained as only temporary nightly accommodations that do not exceed fourteen (14) calendar days per month.

5. Default and Enforcement

- 5.1. Certain circumstances and/or actions, including but not limited to the following, shall constitute a default by the Owner, his assigns, or his successors in interest:
 - 5.1.1. Failure to remain in compliance with the terms of this Agreement, specifically:
 - 5.1.1.1. Subdividing the Property outside of compliance with Section 3 (Division of Land) above.
 - 5.1.1.2. Providing accommodations outside of compliance with Section 4 (Farm Stays) above.
 - 5.1.2. Failure to remain in compliance with the conditions attached to the Owner's Conditional Use Permit.
 - 5.1.3. A written request made by the Owner or his/her assigns or successors in interest, filed with the County, seeking to void or materially alter any of the provisions of this Agreement.
- 5.2. In the event that any of the above listed circumstances occur, constituting default by the Owner (including his/her assigns or successors in interest), the County may, at its discretion, modify the terms of this Agreement, make adjustments to original approvals, or initiate steps to revoke the subject Conditional Use Permit.

6. Exhibits

- A. Property Description.
- B. Approval Information.

IN WITNESS WHEREOF, the Owner(s), being duly authorized, has executed this Agreement to be effective.

Agreed to this 20 day of April, 2017.

[Signature]

 "Owner"

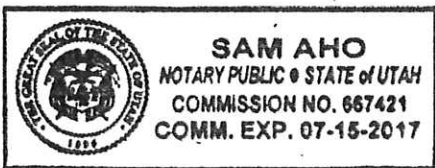
 "Owner"

State of Utah)
)ss.
 County of Weber)

On this _____ day of _____, in the year 2017, before me, _____, a Notary Public in and for the State, personally appeared, _____ proved, on the basis of satisfactory evidence, to be the _____ of _____ corporation which executed the foregoing instrument and that said instrument was signed on behalf of said corporation by authority of a Resolution of its Board of Directors that said corporation executed the same.

Witness my hand and official seal.

Notary Public



State of Utah)
 County of Weber)
 On this 20 day of April, in the year 2017, before me, Sam Aho,
DATE MONTH YEAR NOTARY PUBLIC NAME
 a notary public, personally appeared Daniel Dailey
NAME OF DOCUMENT SIGNER
 proved on the basis of satisfactory evidence to be the person(s) whose name(s) (is/are) subscribed to
 this instrument, and acknowledged (he/she/they) executed the same. Witness my hand and seal.

[Signature]

 NOTARY PUBLIC

BOARD OF COUNTY COMMISSIONERS OF WEBER COUNTY

By *Kerry W. Gibson*
Kerry W. Gibson, Chair

Jim Harvey Vice
Commissioner Ebert voted
Commissioner Harvey voted
Commissioner Gibson voted

excused
✓
✓

ATTEST:

Ricky Hatch
Ricky Hatch, CPA
Weber County Clerk/Auditor

Exhibit A-Legal Description

PART OF THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 7 NORTH, RANGE 3 EAST, SALT LAKE MERIDIAN, U.S. SURVEY: BEGINNING 132 FEET WEST AND NORTH 280 FEET FROM THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 32, AND RUNNING THENCE NORTH 85° 10' WEST 676 FEET, THENCE WEST TO THE EAST LINE OF THE ROAD RUNNING SOUTH TO OGDEN RIVER, THENCE NORTHERLY ALONG SAID ROAD TO THE SOUTHERLY LINE OF THE MAIN ROAD, THENCE NORTHEASTERLY ALONG SOUTHERLY LINE OF SAID MAIN COUNTY ROAD TO THE EAST LINE OF THE SAID SOUTHEASTQUARTER, THENCE SOUTH ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER TO A POINT 100 FEET NORTH OF THE SOUTHEAST CORNER OF SAID SOUTHEAST QUARTER, THENCE NORTHWESTERLY ALONG THE CENTER LINE OF THE RIVER TO A POINT 120 FEET SOUTH OF THE POINT OF BEGINNING, THENCE NORTH 120 FEET TO THE POINT OF BEGINNING.

Exhibit B

Attached Conditional Use Permit, Site Plan and Notice of Decision of the Ogden Valley Planning Commission



Conditional Use Permit

Weber County Planning Commission

2380 Washington Blvd. STE 240
 Ogden, UT 84401
 Phone (801) 399-8791 FAX: (801) 399-8862
 webercountyutah.gov/planning

Permit Number: 2016-16

Permit Type: Conditional Use
 Permit Date: 04/04/2017

Purpose of Conditional Use:

CUP Amendment to the site plan for the agri-tourism operations known as the Dancing Moose Farms Art & Ecology Center.

Applicant

Owner

Name:
Business: Dailey Family Limited Partnership
Address: 1546 East Sunnyside Ave
 Salt Lake City, UT 84105
Phone: 801-633-7254

Name:
Business: Dailey Family Limited Partnership
Address: 1546 East Sunnyside Ave
 Salt Lake City, UT 84105
Phone: 801-633-7254

Parcel

Parcel: 230210001
Zoning: F-5 **Area:** 47.39 **Sq Ft:** **Lot(s):** N/A **Subdivision:** N/A
Address: 13485 East Highway 39 Huntsville, UT 84310 **T - R - S - QS:** 7N - 3E - 32 - SE

Site/Use Information

Adjacent Site Use:

Eliminated Parking: **Existing Parking:** 92 **Proposed Parking:** 92

Other Parking Provisions:

Existing Floor Space: **Proposed Floor Space:**

Property Dimensions: **Hours:** 8am-10pm

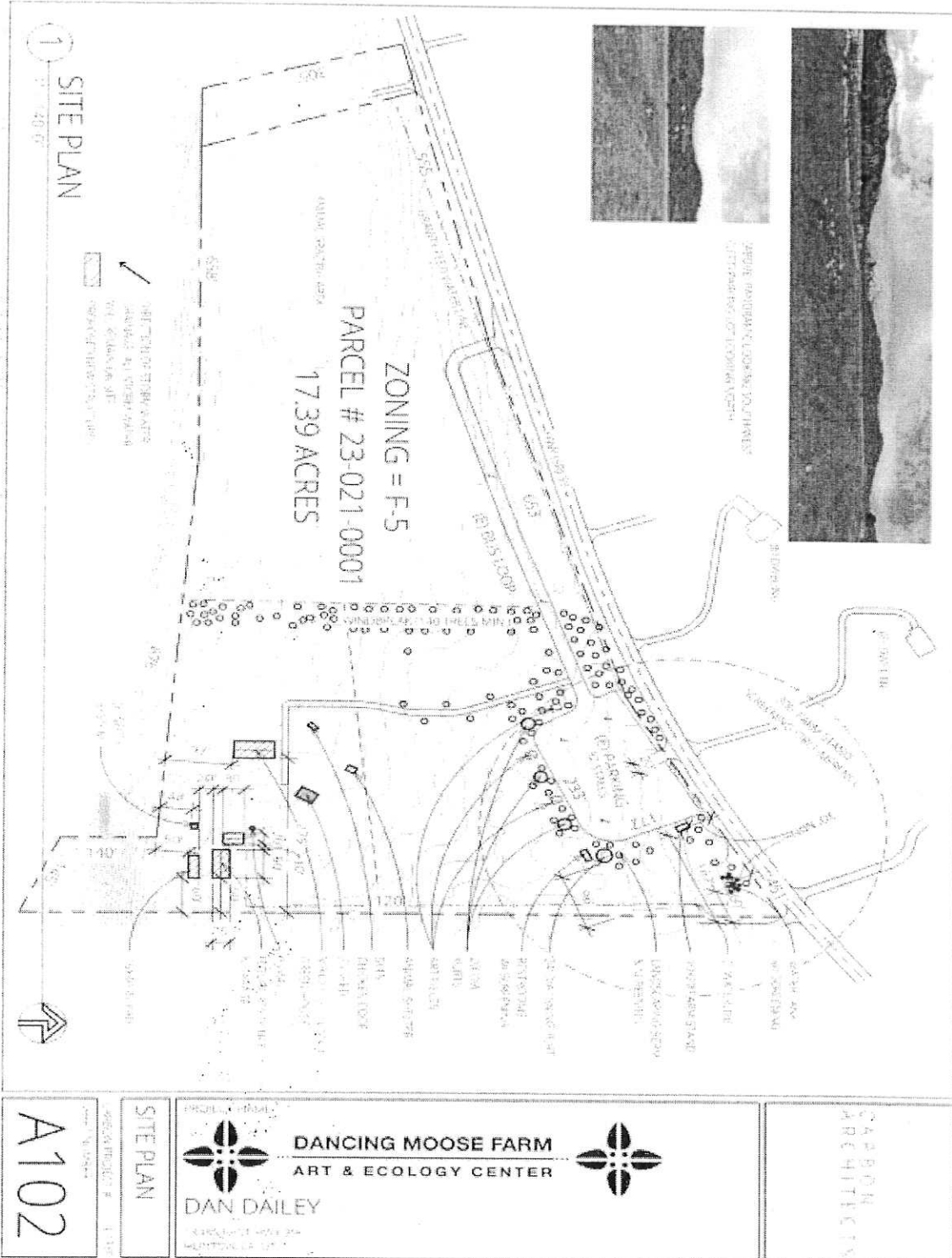
Construction Date: 04-APR-17 **Residents-Workers:** 10

Short Description:

Comments

File# CUP 2016-16, a conditional use permit amendment for an agri-tourism operation identified as the Dancing Moose Farms Art and Ecology Center located at 13485 East Hwy 39 Huntsville, UT for a water tank, 2 inch waterline, 10 foot x 20 foot farm stand, a 5 foot x 15 foot chicken coop, a 24 foot diameter dining yurt, three 20' yurts, art piece display areas, and an animal shelter. This approval is subject to all review agency requirements and with the following conditions:

1. An amendment to the farm stay and a commercial development agreement will be executed and recorded prior to any construction of any structure intended for the purpose of accommodating non-agricultural uses, with the exception of a single family dwelling or farm house and/or any number of structures that qualify for an agricultural exemption as defined in the Weber County Land Use Code.





Weber County

Weber County Planning Division
 www.co.weber.ut.us/planning_commission
 2380 Washington Blvd., Suite 240
 Ogden, Utah 84401-1473
 Voice: (801) 399-8791
 Fax: (801) 399-8862

Ogden Valley Planning Commission
 NOTICE OF DECISION

February 28, 2017

Dailey Family Limited Partnership
 c/o Daniel Dailey

Case No.: Conditional Use Permit 2016-16

You are hereby notified that your CUP amendment application for an agri-tourism operation identified as the Dancing Moose Farms Art & Ecology Center located at 13485 East Hwy 39 Huntsville, UT, was heard and approved by the Ogden Valley Planning Commission in a public meeting held on February 28, 2017, after due notice to the general public. The approval was granted subject to all review agency requirements and with the following conditions:

1. An amendment to the farm stay and a commercial development agreement will be executed and recorded prior to any construction of any structure intended for the purpose of accommodating non-agricultural uses, with the exception of a single family dwelling or farm house and/or any number of structures that qualify for an agricultural exemption as defined in the Weber County Land Use Code.

This recommendation is based on the following findings:

1. The proposed use conforms to the Ogden Valley General Plan.
2. The proposed use will protect and preserve agricultural property in the Ogden Valley.
3. The proposed use, if the condition outlined above is imposed, will not be detrimental to the public health, safety, or welfare.
4. The proposed use, if condition outlined above is imposed, will comply with applicable County ordinances.
5. The proposed use will not deteriorate the environment of the general area so as to negatively impact surrounding properties and uses.

The next step in the process is to ensure complete compliance with the above listed conditions of approval. This letter is intended as a courtesy to document the status of your project. If you have further questions, please contact me at rkippen@co.weber.us.ut or 801-399-8768.

Respectfully,

Ronda Kippen
 Weber County Principal Planner

The decision of the Planning Commission may be appealed to the County Commission by filing such appeal within 15 days after the date of the meeting.