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LEANN H KILTS, WEBER COUNTY RECORDER
01-DEC-17 1021 AM FEE \$0.00 DEP DC
REC FOR: WEBER COUNTY PLANNING

WEBER COUNTY

ZONING DEVELOPMENT AGREEMENT FIFTH AMENDMENT

11-14-2017

PARTIES: The parties to this 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 upon which the Weber County Commission ("the Commission") signs the Agreement.

RECITALS: Whereas, the Petitioner has previously rezoned property generally located at 2145 North and 5500 East within the unincorporated area of Weber County, Utah from the Agricultural Valley-3 (AV-3) and Commercial Valley-1 (CV-1) Zones to the Commercial Valley-2 (CV-2) Zone 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, safety, welfare, convenience, and economic prosperity of the residents 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; and

WHEREAS, the Petitioner has requested that the Property continue to be zoned CV-2 for the purpose of allowing the Petitioner, or a designee, to develop the property in the manner that has been illustrated and described to the County; and

WHEREAS, the Petitioner considers it to his advantage and benefit for the County to review his petition, to maintain the existing CV-2 zoning, and amend the Agreement based upon having prior knowledge of the development that is proposed so as to more completely assess its compatibility with the General Plan and the area surrounding the Property described in Exhibit A; and

WHEREAS, the County desires to maintain the CV-2 zoning on the Property for the purpose of developing the Property in the manner illustrated and described, but the County does not feel that the property should maintain its zoning unless development of the Property is consistent with the terms of the Agreement and project completion is pursued in good faith; and

WHEREAS, the general public, after receiving courtesy notice, has provided the County with input; and

WHEREAS, the County Commission, after receiving a recommendation from the Ogden Valley Planning Commission, has determined that the proposed development continues to conform to the goals and objectives of the Ogden Valley General Plan and continues to be a benefit to the parties involved; and

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged and accepted, both parties mutually agree and covenant as follows:

1. The County will maintain, barring any default by the Petitioner, 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 Property.
2. The Petitioner will develop the Property based on the concept development plan attached hereto and marked as Exhibit B. The attached plan may be refined and minimally modified but the general concept of the plan shall not change without prior formal approval of the County.

3. The Petitioner has substantially completed the project illustrated and described in Exhibit B and will continue working towards completion in good faith.
4. The Petitioner understands that the County's willingness to maintain the zoning is contingent upon him completing the project as illustrated and described in Exhibit B. Further, the Petitioner acknowledges and agrees that, if project completion is not pursued in good faith, he will request that the Property be rezoned from Commercial Valley-2 (CV-2) to Agricultural Valley-3 (AV-3) and this document will serve as his request that the Property be rezoned by the County.
5. The Petitioner agrees that only uses listed in Exhibit C will be approved on the Property. Approvals will be given after more specific and detailed design or conditional use permit review.
6. The responsibilities and commitments of the Petitioner and the County, as detailed in this Agreement when executed, shall constitute a covenant and restriction running with the land and shall be binding upon the Petitioner and his assignees and successors in interest.
7. Both parties recognize the advantageous nature of this Agreement which provides for the accrual of benefits and protection of interests of both parties; therefore, the parties acknowledge that the Agreement will be recorded in the Office of the Weber County Recorder.
8. The following conditions, occurrences, or actions constitute a default by the Petitioner:
 - a. Failure to comply with the terms of this Agreement.
 - b. Disposing of the property for any other purpose than that approved by this Agreement.
 - c. A written request, submitted to the County, seeking to void, alter, or amend any of the provisions of this Agreement.
9. In the event of Petitioner default, the County may examine the reasons for the default and either approve an amendment to the Agreement or initiate steps to revert the zoning designation to a zone preferred by the County.
10. The parties may amend or modify the provisions of this Agreement only by written instrument and after considering the recommendation of the Ogden Valley Planning Commission which may hold a public meeting to obtain public input regarding the proposed amendment or modification.
11. Nothing contained in this Agreement constitutes a waiver of the County's sovereign immunity under any applicable state law.
12. This Agreement, which constitutes the entire agreement between the parties, shall supersede all previously executed zoning development agreements and be in full force and effect until the parties appropriately amend the Agreement or until the Property has been rezoned to another zone due to Petitioner default.

Documents Attached:

Exhibit A (Commercial Valley – 2 Zone Boundary Description)

Exhibit B (Conceptual Development Plan)

Exhibit C (Conditions, Limitations, and Uses)

Approved by the parties herein undersigned this 14th day of November, 2017.

[Signature]
Petitioner

CORPORATE ACKNOWLEDGMENT

State of Utah)
 ss
County of Weber)

On the 1st day of December A.D. 2017 personally appeared before me Shawn Clegg
duly sworn, did say that he/she is the
MANAGER of Horseshoe LLC,
the 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 executed the same.

Kary C. Serrano
Notary Public
Residing at: Ogden, Utah



APPROVED AS TO FORM:

Courtlan P. Erickson
Weber County Attorney

CPE
November 16,
November 14, 2017
Date

APPROVED:

[Signature]
Chair, Weber County Commission

November 14, 2017
Date

ATTEST:

[Signature]
Weber County Clerk/Auditor

Exhibit A

Parcel Tax #: 22-047-0040

Parcel Description:

PART OF THE SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 7 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY: BEGINNING AT A POINT NORTH 00D18'55" EAST 1603.35 FEET ALONG THE SECTION LINE AND SOUTH 87D11'58" EAST 43.68 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 34; RUNNING THENCE NORTH 02D15'12" EAST 178.06 FEET; THENCE NORTH 88D11'05" WEST 330.98 FEET; THENCE SOUTH 00D18'55" WEST 309.58 FEET; THENCE SOUTH 88D44'17" EAST 320.52 FEET; THENCE NORTH 02D15'12" EAST 128.33 FEET TO THE POINT OF BEGINNING. (2.30 acres)

Blacksmith Shop Commercial Zone Description:

BEGINNING AT A POINT 13.05 CHAINS SOUTH OF THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 7 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' WEST 5 CHAINS; THENCE NORTH 1D30' EAST 176.94 FEET; THENCE SOUTH 88D30' EAST 4.17 CHAINS TO, MORE OR LESS, THE POINT OF BEGINNING. (1.31 acres)

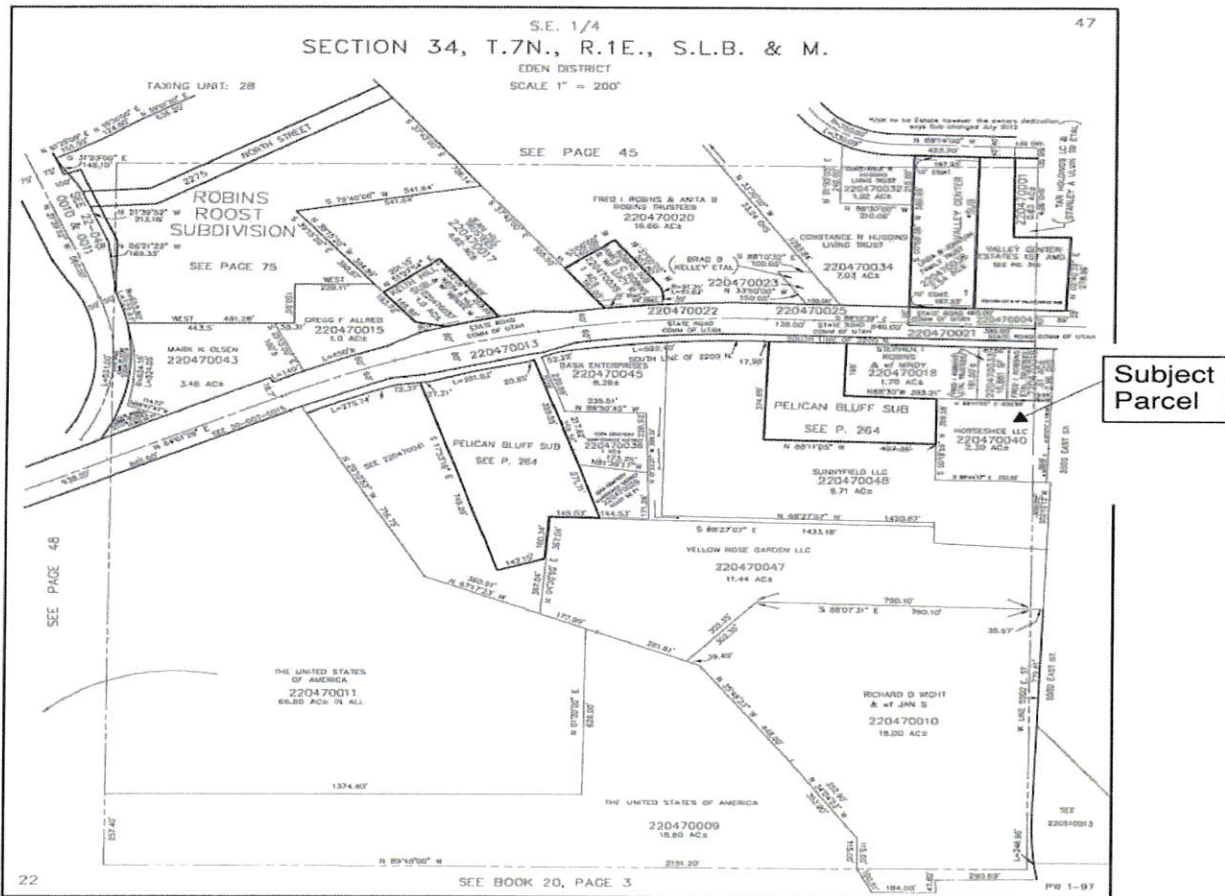
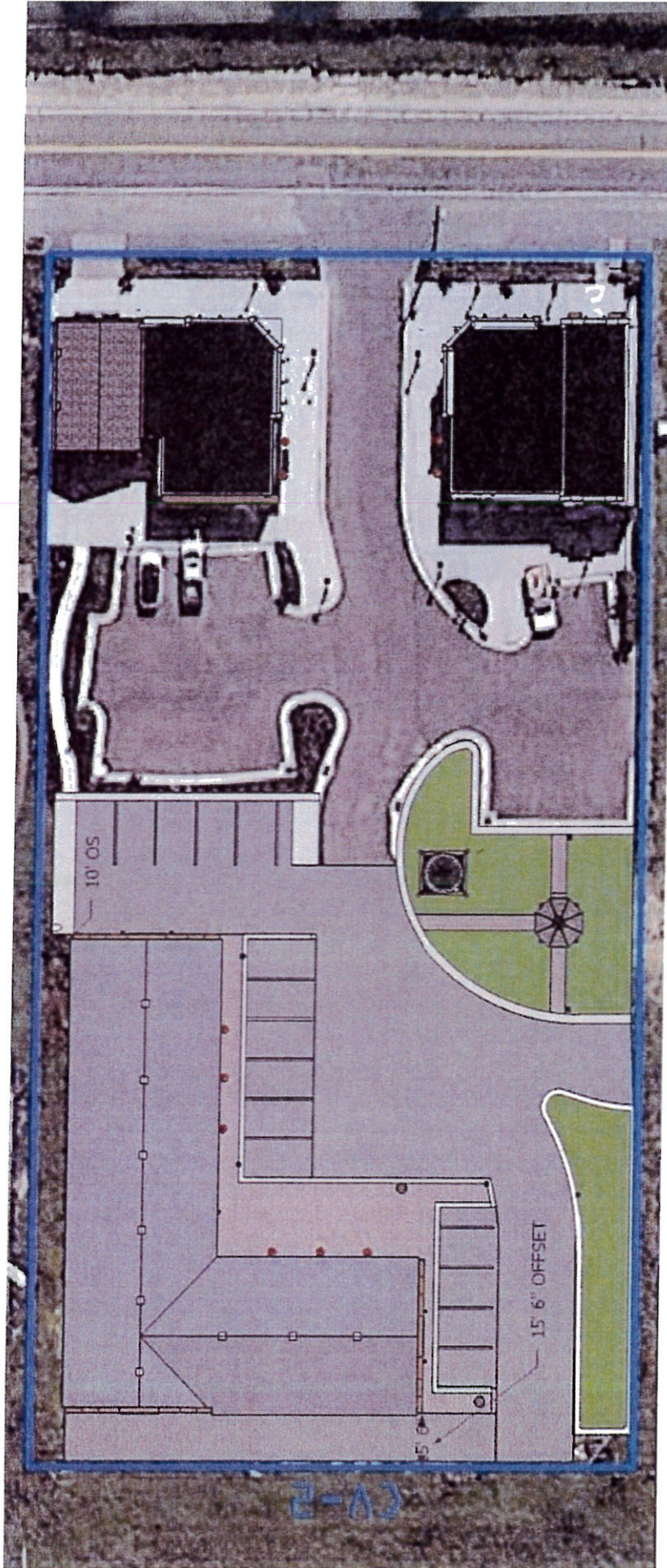


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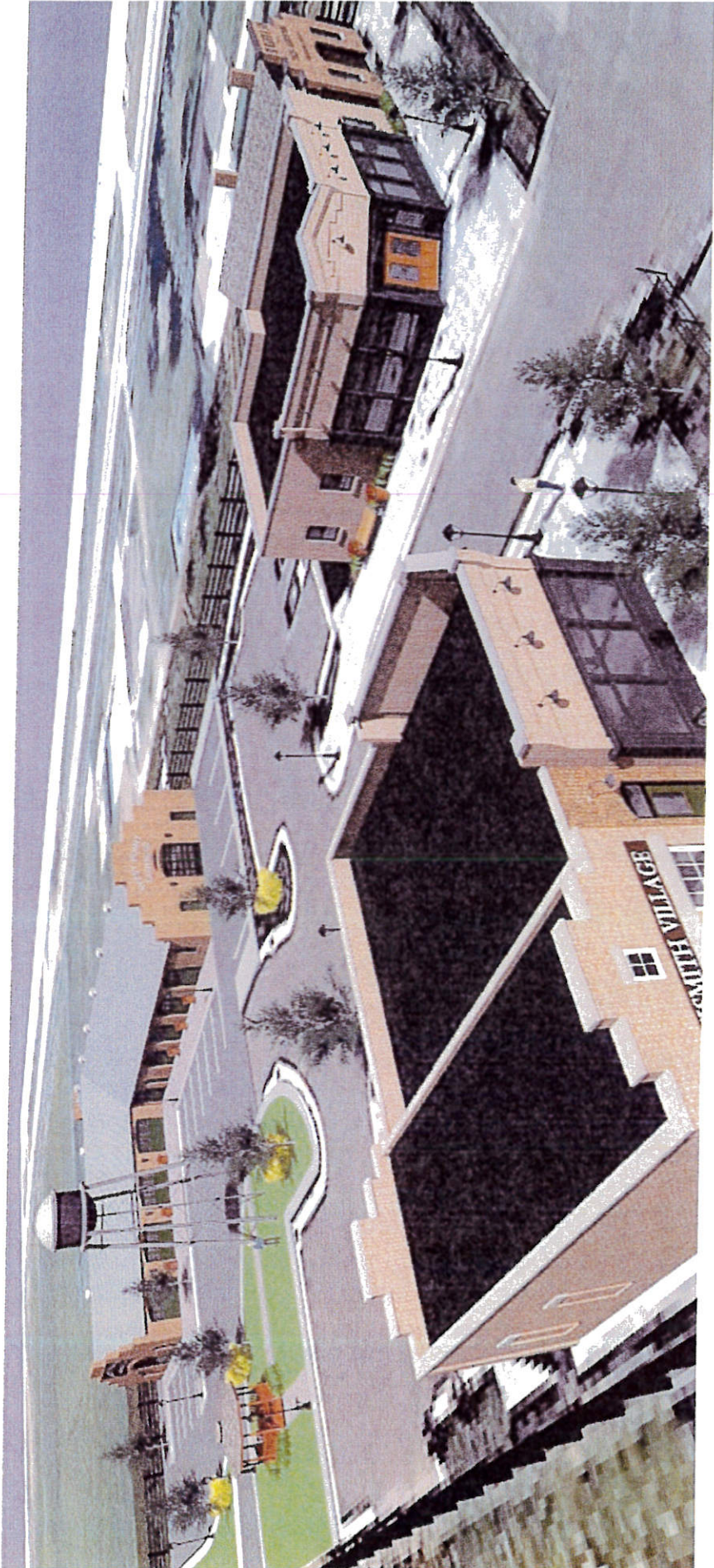


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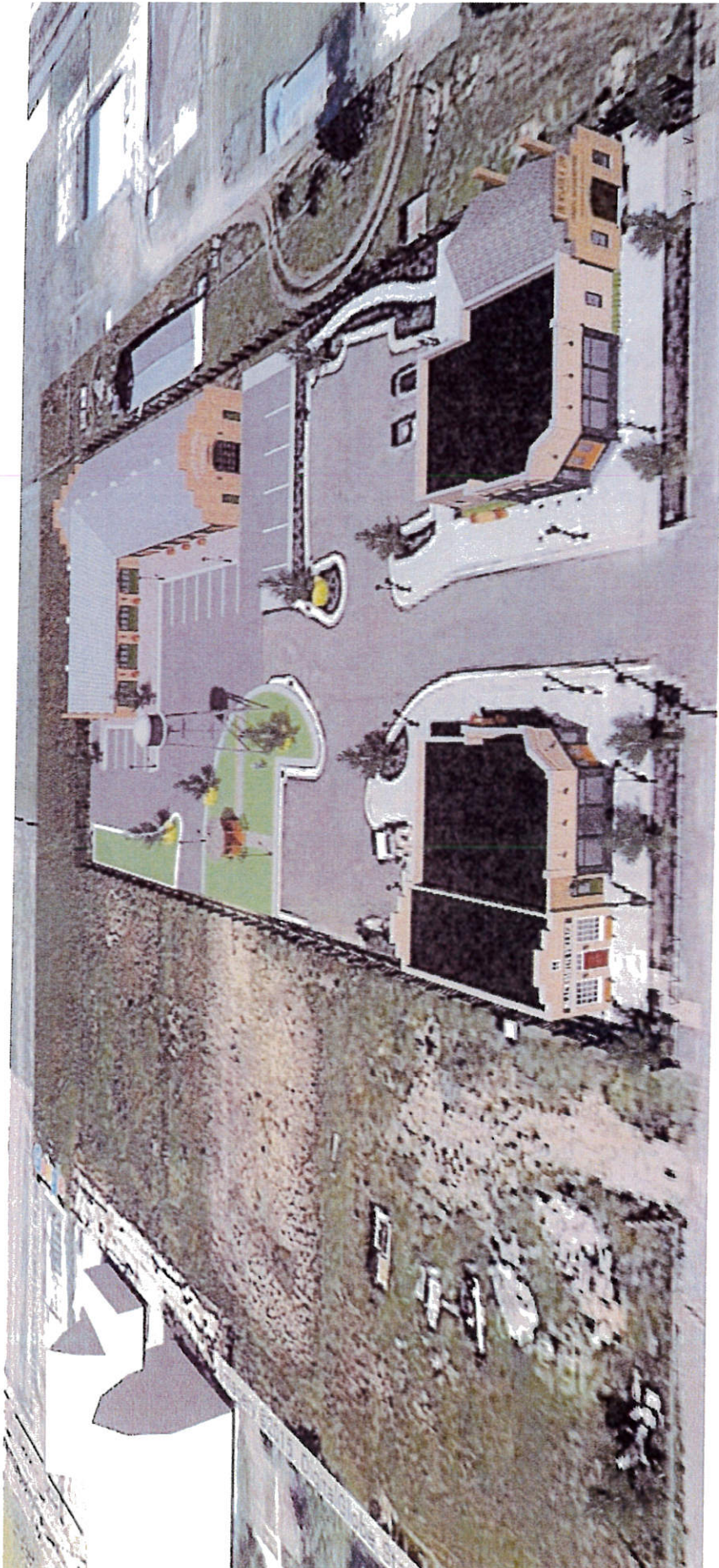


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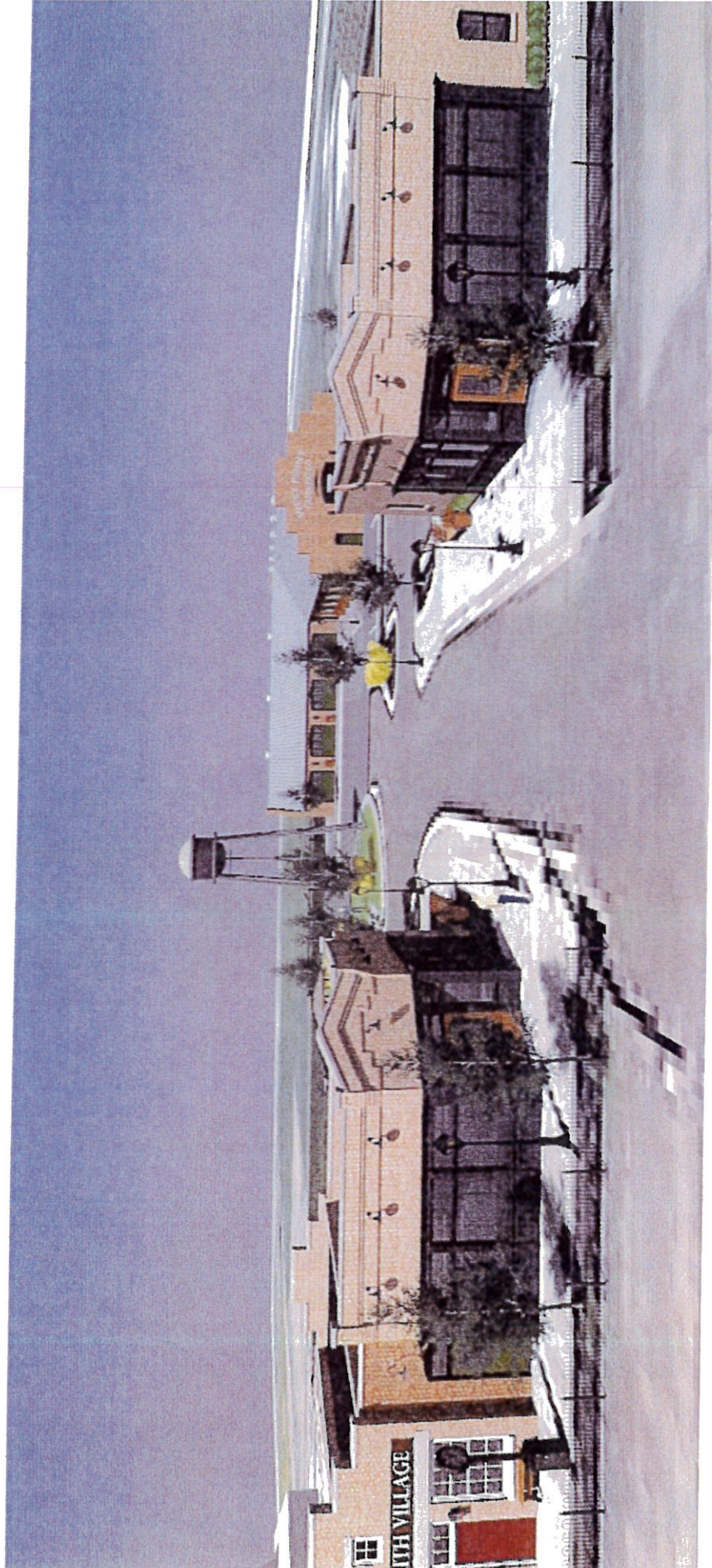


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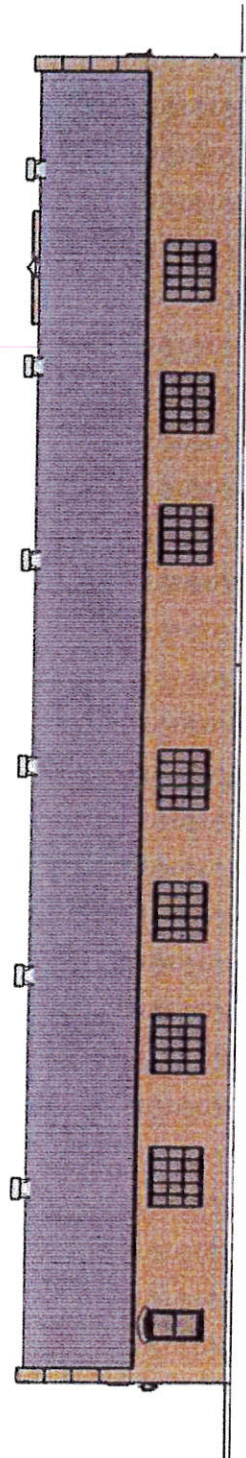
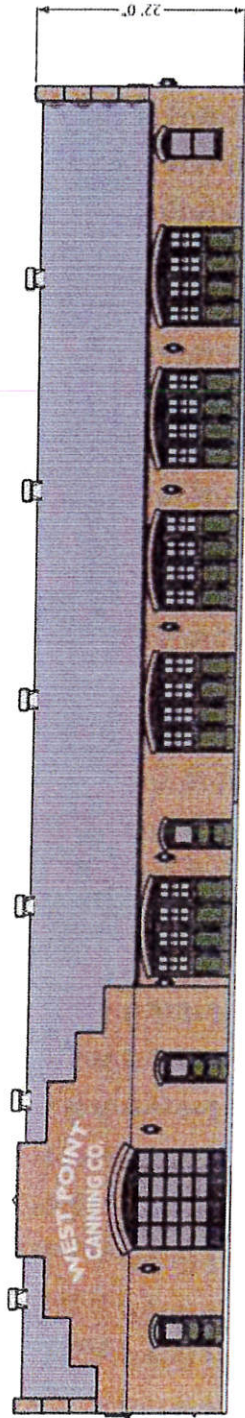


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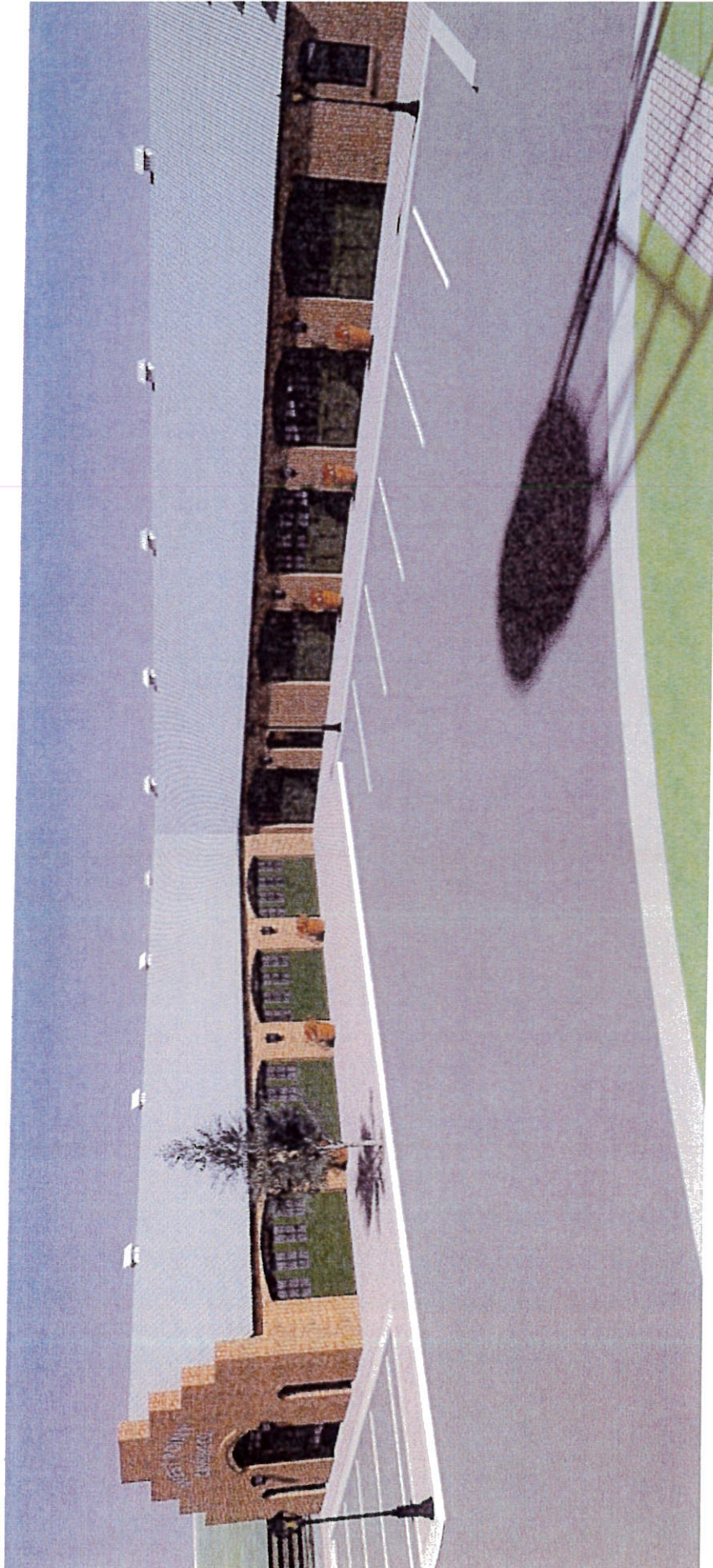
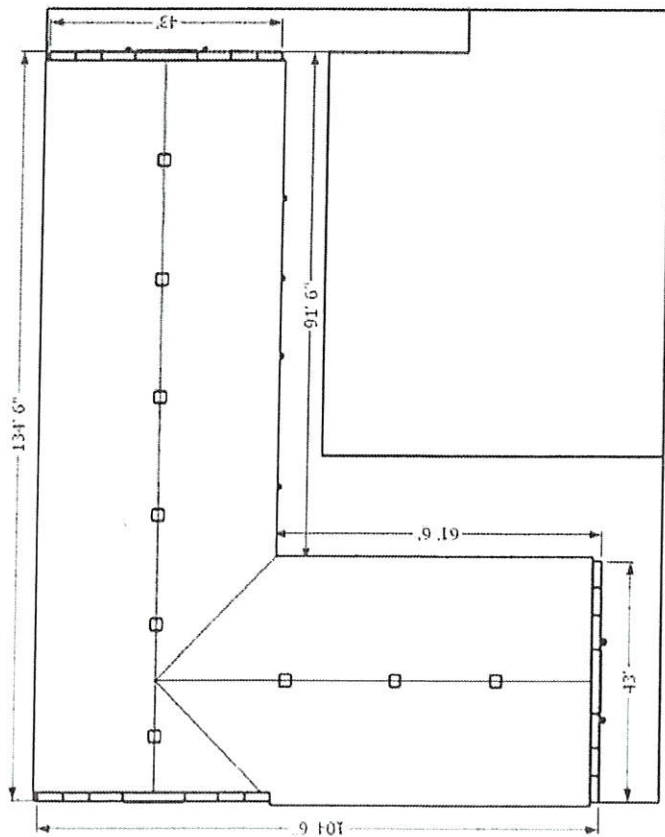
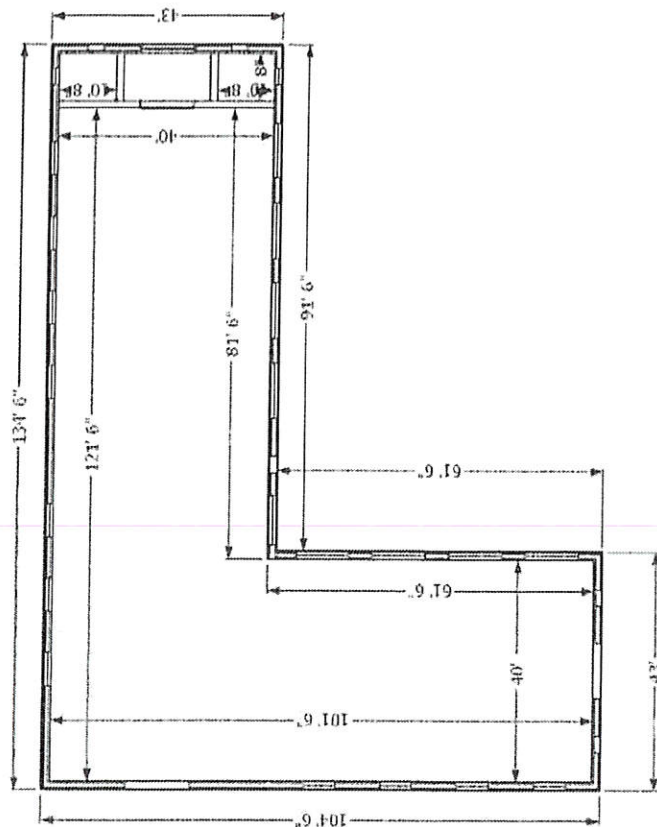


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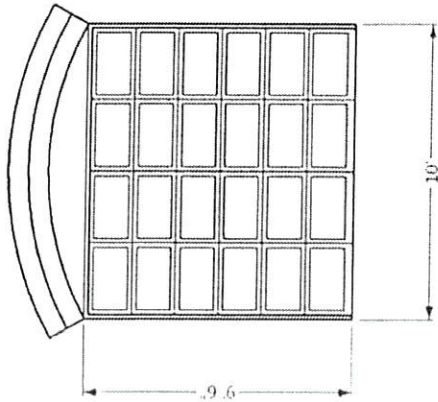
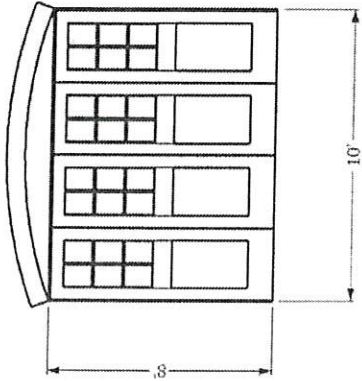
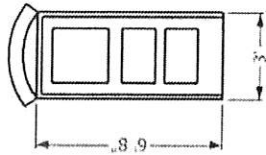
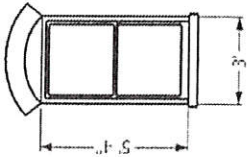
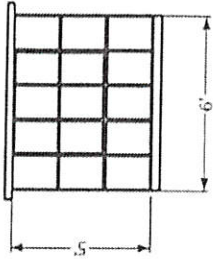


Exhibit C

Conditions, Limitations, and Allowed 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 Blacksmith Shop's interior and exterior will be restored according to the National Register Standards.
3. The Blacksmith Shop will be structurally protected simultaneously with any initial improvements to the property.
4. 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.
5. The Blacksmith Shop will retain a blacksmith shop theme or motif.
6. The Blacksmith Shop, once restored, will offer an educational element such as a walking tour, brochure or signage explaining its history and historical importance.
7. All new commercial buildings will project similar architectural styles and use similar materials to that of the Blacksmith Shop.
8. 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.
9. Year round landscape or other permanent screening will be used along all project boundaries that are adjacent to parcels with existing homes.
10. 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 buildings are limited to one level/story above the Property's natural grade.
2. All buildings are limited to the square footage that is represented by the building's footprint on the approved site plan.
3. The water tower is limited to a height that is no more than 50.00 feet above the Property's natural grade.
4. No drive-thru services allowed.
5. Any Bed & Breakfast Inn or Bed & Breakfast Hotel is limited to 4 guest rooms.

Allowed Uses:

Antique/souvenir shop (P)	Laboratory-medical/dental (P)
Art/artist supply store (P)	Leather goods sales/service (P)
Automobile (antique only) Sales/ Service* (C)	Legal office (P)
	Library (P)
Bakery limited to goods prepared onsite (P)	Linen store (P)
Bank or financial institution (P)	Locksmith (P)
Barber/beauty shop (P)	Luggage store (P)
Bath and massage establishment (P)	
Bed & Breakfast Inn/Hotel (C)	Meat, fish, 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, knitting store (P)
Café (P)	Novelty store (P)
Camera store (P)	
Carpet/Rug service (P)	Optometrist, optician, oculist office (P)
China, crystal, silver shop (P)	
Christmas tree sales (P)	Paint/wallpaper shop (P)
Clothing & accessory store (P)	Pet/pet supply store (P)
Convenience store (no gas service) (P)	Pie manufacturer (P)
	Pharmacy (P)
Day care center (P)	Photo studio/ photo supplies (P)
Dairy product store/cheese shop (P)	Popcorn/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 retail store (P)
Florist shop (P)	Sewing machine sale/service (P)
Fruit store or stand (P)	Shoe repair/shoe shine shop (P)
Furniture sales/repair (P)	
	Tailor shop (P)
Garden supplies and plant materials (P)	Taxidermist (P)
Gift store (P)	Toy retail store (P)
Green house/nursery (P)	Travel agency (P)
Gunsmith (P)	
	Upholstery shop (P)
Health food store (P)	
Health club (P)	Vegetable store/stand (P)
Hobby & craft store (P)	

Hardware store-no outdoor storage (P)	
Ice cream parlor (P)	
Insurance agency (P)	
Interior decoration/design (P)	
Jewelry store sales/service (P)	

*In addition to other land use authority conditions, that may be imposed at the time of Design Review or Conditional Use Permit approval, the following restrictions shall apply as follows:

1. At close of business, all cars will be stored within an enclosed building.
2. No more than fifteen (15) antique automobiles will be on display outdoors at any given time.
3. Restoration work, of antique/classic automobiles, is limited to inside of a completely enclosed building.
4. Automobiles are limited to antique/classics which are defined as automobiles meeting at least one of the following:
 - a. At least twenty-five (25) years old and no longer depreciating in value.
 - b. Are suitable and desirable for collecting.
 - c. Have special value or appeal because of their uniqueness and/or beauty.
 - d. Are of a similar vintage to those that would have frequented the Property's original service station and/or blacksmith shop.