



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

**Weber County Commission
NOTICE OF DECISION**

December 22, 2014

Dog and Bone, LLC
c/o Justin Pack

Case No.: Zoning Development Agreement Contract# 2014-245

You are hereby notified that the request to amend Zoning Development Agreement Contract #2007-271 & #2009-182 for the property located at approximately 4022 North 3500 East Liberty, UT, (parcel 22-010-0064 & 22-010-0065) was heard and approved by the Weber County Commission in a public meeting held on December 9, 2014, after receiving a positive recommendation from the Ogden Valley Planning Commission. The approval is based on the following:

Commission Warburton moved to recommend approval on application# ZDA 2014-02 to the County Commission to amend the new Conceptual Development Plan. Commissioner Parson seconded the motion. Commissioner Graves moved to amend the motion to keep the brick from the original conceptual design and not according to the new design. A vote was taken and the motion carried (5-1). This recommendation was based on the findings as listed below:

1. A request to amend the "Concept Development Plan" is allowed per the previously approved Zoning Development Agreements.
2. It is in the best interests of both the applicant and the County to have a "Concept Development Plan" that is viable and harmonious with the Ogden Valley General Plan.
3. The proposal will promote commercial development in the Liberty area as identified in the Ogden Valley General Plan.
4. The amendment to the conceptual design will facilitate the required site improvements in a manner that will coincide with the vision of the area and will be more desirable for future tenants.
5. The conceptual "Complete Street" design will provide safe mobility for all users.
6. The amendment is not detrimental to the public health, safety, or welfare.
7. The proposal will not deteriorate the environment of the general area so as to negatively impact surrounding properties and uses.

A copy of the recorded Zoning Development Agreement Contract# 2014-245 has been made part of this letter. 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 Planner II

WEBER COUNTY

SECOND AMENDED ZONING DEVELOPMENT AGREEMENT

CONTRACT # C 2014-245

12-9

PARTIES: The parties to this amended Zoning Development Agreement (Agreement) are Dog and Bone, 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 4022 North and 3500 East within the unincorporated area of Weber County, Utah from an Agricultural Valley -3 (AV-3) Zone to a Commercial Valley-2 (CV-2) Zone for the purpose of constructing retail and professional space on property which consists of 1.27 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, the 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 2318817 and the Zoning Development Agreement Amended recorded in the Office of the Weber County Recorder as entry number 2453295; and

WHEREAS, the petitioner has brought forth a written request to amend the concept development plan as allowed in the previously approved Zoning Development Agreement; and

WHEREAS, the petitioner has identified the need to revise the conceptual design of the building to facilitate the required site improvements in a manner that will coincide with the vision of the area and will be more desirable for future tenants; and

WHEREAS, it is in the best interests of both the petitioner and the County that the concept development plan is viable and harmonious with the County's General Plan; 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;

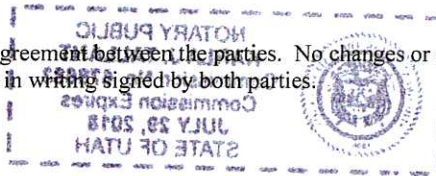
NOW THEREFORE, for good and valuable consideration in receipt of which is hereby acknowledged and accepted by both parties, the parties hereto mutually agree and covenant as follows:

1. The County will maintain, for an agreed upon amount of time, the zoning of the property described in Exhibit A from which was rezoned from an Agricultural Valley-3 (AV-3) Zone to a Commercial Valley-2 (CV-2) Zone for the purpose of allowing the petitioner to construct his pre-design project on the subject property.
2. The petitioner will develop the subject property based on the amended concept development plan attached hereto and marked as Exhibit B. The attached plan may be phased, 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 4 years of the date on which final approval of the rezoning petition was originally granted and will complete all phases of the project within 9 years of original rezoning approval date.
3. Petitioner acknowledges that, if the project has not begun or has not been completed within the time frames outlined above, he/she will request that the property be rezoned from a Commercial Valley-2 (CV-2) Zone to an Agricultural Valley-3 (AV-3) Zone and this document will serve as his/her request that the property be rezoned by the County. Petitioner understands that the County's granting of his/her rezoning petition is contingent upon him/her 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. 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.



List of Intended Uses:

The intended uses are the uses listed in the Weber County Zoning Ordinance Title 104 Chapter 21

Documents Attached:

Exhibit A (Property Description)
Exhibit B (Concept Development Plan)

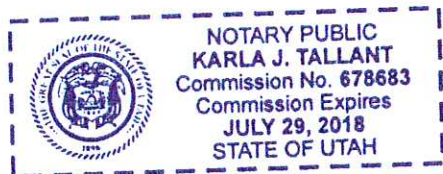
Approved by the parties herein undersigned this 5 day of December, 2014.

Ramona Callard
Petitioner Manager Dog Bone LLC

CORPORATE ACKNOWLEDGMENT

State of Utah)
County of Weber)
Davis)

On the 5th day of December A.D. 2014 personally appeared before me
duly sworn, did say that he/she is the Manager of Dog Bone 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.



Karlsgl
Notary Public
Residing at: 150 S Fort Lane
Layton UT 84041

APPROVED AS TO FORM:

[Signature] 12/9/14
Weber County Attorney Date

APPROVED:

[Signature] 12-9-2014
Chairperson, Weber County Commission Date

ATTEST:

[Signature]
Weber County Clerk

EXHIBIT A

Property description of area petitioned for rezoning:

PART OF THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 7 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY. BEGINNING AT A POINT 430 FEET SOUTH OF THE NORTHWEST CORNER OF THE SOUTH 1/2 OF SAID NORTHEAST QUARTER, THENCE EAST 11 RODS, THENCE SOUTH 263 FEET, THENCE WEST 11 RODS, THENCE NORTH 263 FEET TO BEGINNING.

PARCEL # 22-010-0065 CONTAINING 1.095 ACRES; AND

PART OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 7 NORTH, RANGE 1 EAST, SALT LAKE MERIDIAN, U.S. SURVEY. BEGINNING AT A POINT 24.413 RODS SOUTH OF THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID NORTHEAST QUARTER SECTION, RUNNING THENCE SOUTH 1.647 RODS; THENCE EAST 11 RODS, THENCE NORTH 1.647 RODS, THENCE WEST 11 RODS, TO THE PLACE OF BEGINNING.

PARCEL # 22-010-0064 CONTAINING 0.11 ACRES

Exhibit B- Conceptual Development Plan

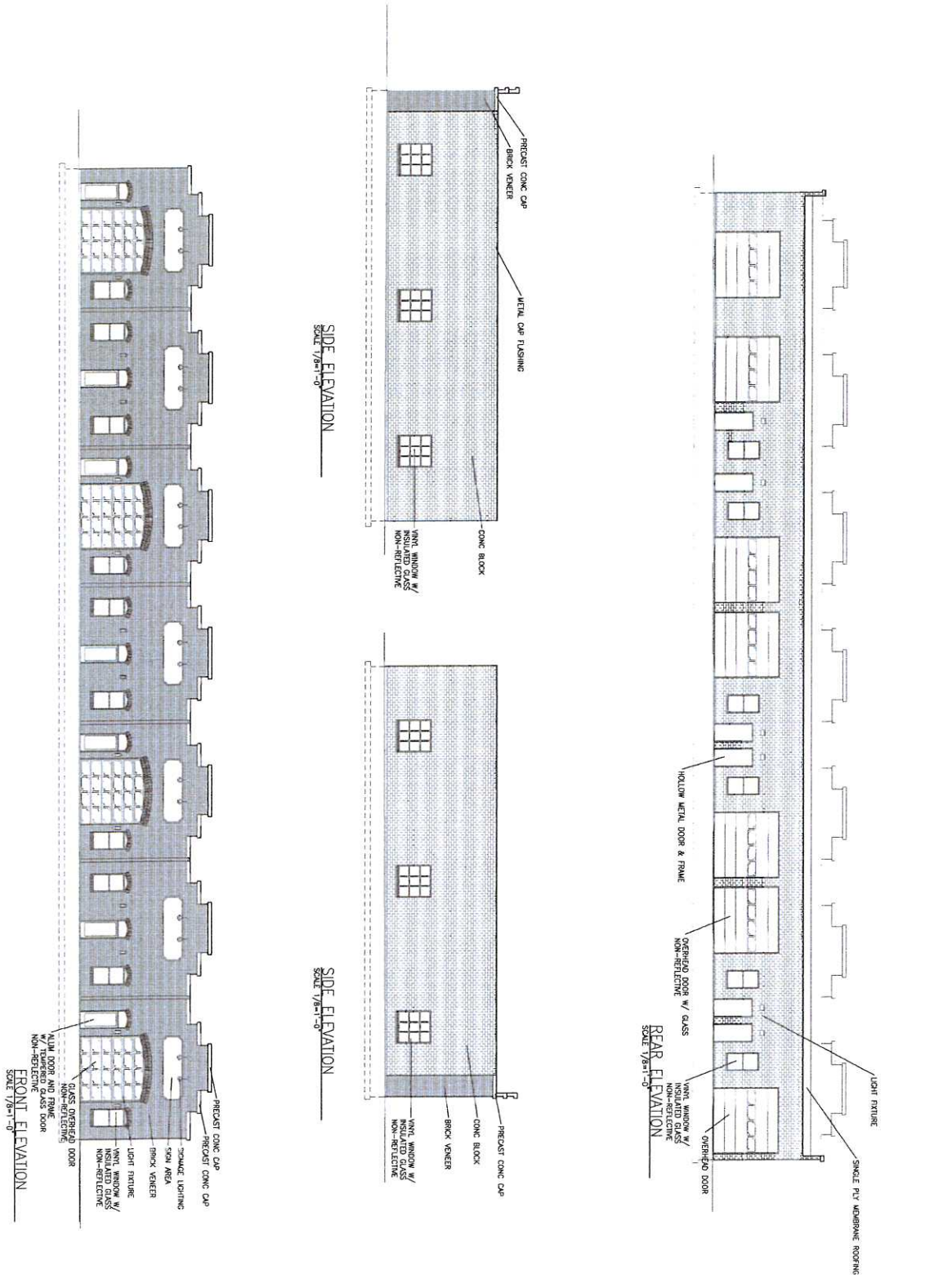
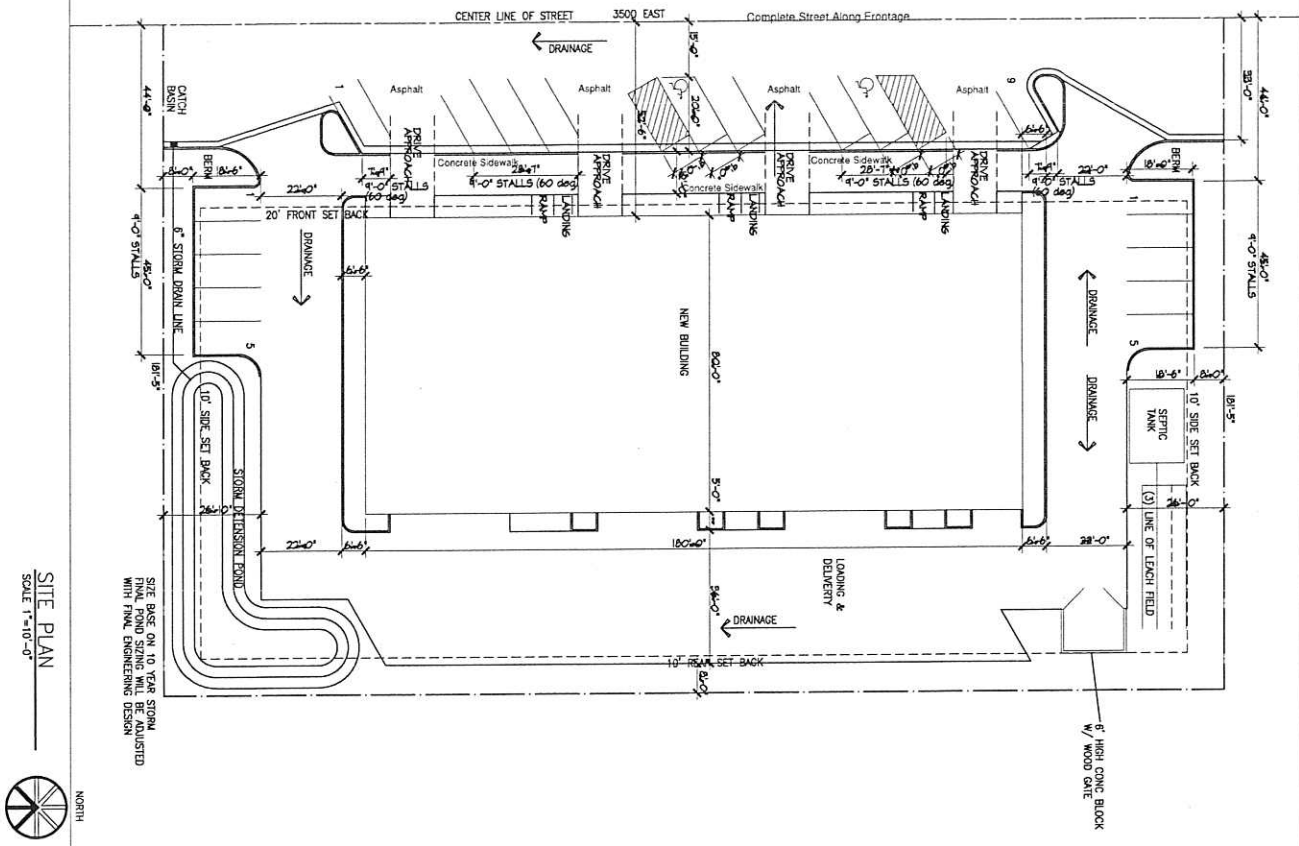


Exhibit B- Conceptual Development Plan



Exhibit B- Conceptual Development Plan



SITE PLAN
SCALE 1"=10'-0"

DOG SHELL BUILDING 3500 EAST LIBERTY, UTAH

CODE SUMMARY

OCCUPANCY TYPE:	B/S-1
CONSTRUCTION TYPE:	1
MAXIMUM NO. STORIES:	2
MAXIMUM HEIGHT:	40 FT
ALLOWABLE AREA:	8,000 SQ FT
STORY AREA:	YES ALLOWABLE INCREASE 75
YARD INCREASE:	8,000 SQ FT X .75 = 6,750
MAX ALLOWABLE AREA:	8,000 + 6,750 = 15,750 SQ FT
STRUCTURAL FRAME:	0
BEARING WALL EXTERIOR:	0
NONBEARING WALL:	0
FLOOR / CEILING:	0
ROOF / CEILING:	0

BUILDING SUMMARY

NO. STORIES:	1 STORY
MAXIMUM HEIGHT:	35'-0" REQUIRED
MAXIMUM HEIGHT:	35'-0" PROVIDED
FLOOR PLAN AREA:	12,600 SQ FT
LANDSCAPE AREA 20%:	10,442 SQ FT REQUIRED
LANDSCAPE AREA:	10,445 SQ FT PROVIDED
PARKING:	30 REQUIRED 4 CLIENTS
	42 PROVIDED 6 EMPLOYEES

APPLICABLE CODE

- 2012 INTERNATIONAL BUILDING CODE
- 2012 INTERNATIONAL PLUMBING CODE
- 2012 INTERNATIONAL MECHANICAL CODE
- 2012 INTERNATIONAL ELECTRICAL CODE
- 2012 INTERNATIONAL FIRE CODE
- 2012 INTERNATIONAL ENERGY CONSERVATION CODE
- 1997 UNIFORM CODE FOR BUILDING CONSERVATION

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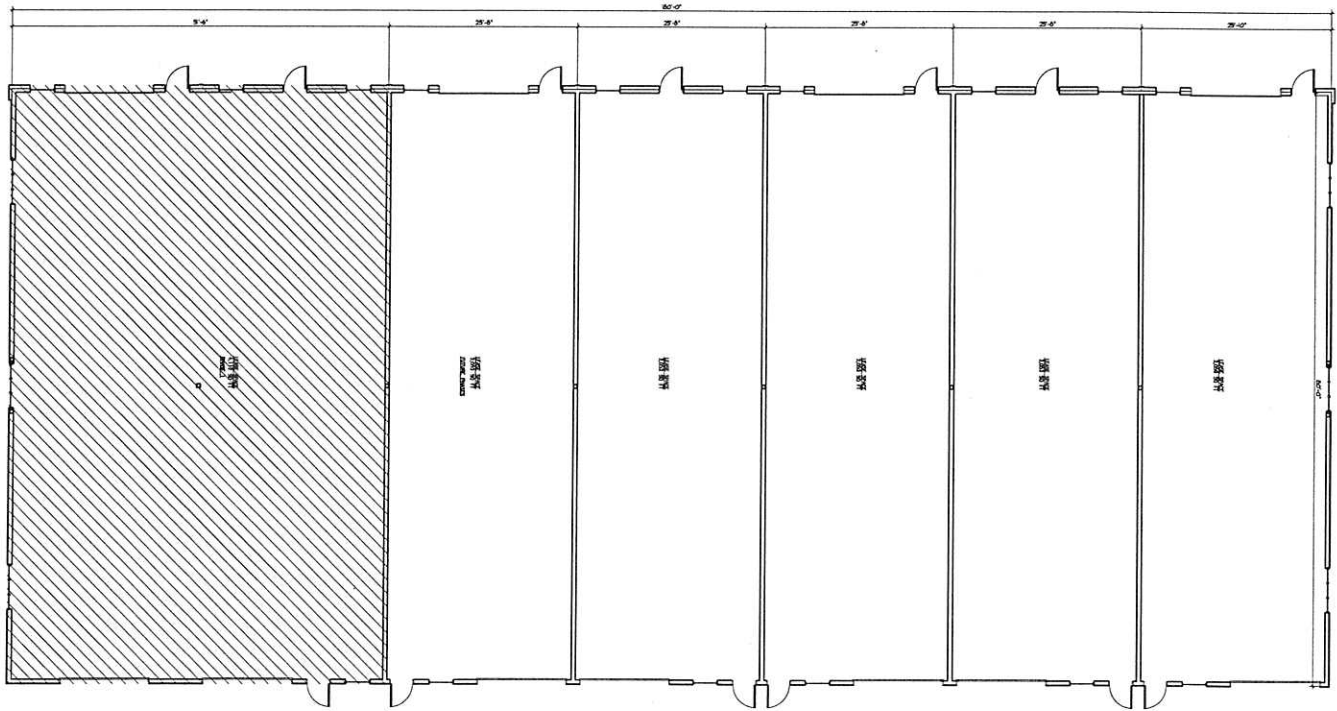


RIDGELINE DESIGN ARCHITECTS
1708 EAST 5550 SOUTH #20
SOUTH OGDEN, UT 84403
PHONE: 801-392-6882 FAX: 801-621-1444
www.ridgeline-design.com

**DOG
BUILDING SHELL**
3500 EAST
LIBERTY, UTAH

C-0

Exhibit B- Conceptual Development Plan



GROUND FLOOR PLAN
SCALE 1/4"=1'-0"



WALL LEGEND
 EXTERIOR 2 X 8 W/ BRICK VENEER
 EXTERIOR 2 X 8 W/ STUCCO
 INTERIOR 2 X 4 WALL

PHASING PLAN
 PHASE 1
 PHASE 2

DOG
NEW BUILDING SHELL
 3500 EAST
 LIBERTY, UTAH

DATE: 05.2014
 DRAWING NO: 2114
 PROJECT NO: 2114



RIDGELINE DESIGN ARCHITECTS
 1708 EAST 5550 SOUTH #20
 SOUTH OGDEN, UT 84403
 PHONE: 801-392-6882 FAX: 801-621-1494
 www.ridgeline-design.com

A-1

FLOOR PLAN



W2715361

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ERNEST D ROWLEY, WEBER COUNTY RECORDER
22-DEC-14 1100 AM FEE \$0.00 DEP SGC
REC FOR: WEBER COUNTY PLANNING

WEBER COUNTY

SECOND AMENDED ZONING DEVELOPMENT AGREEMENT

CONTRACT # C 2014-245

12-9

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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, the 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

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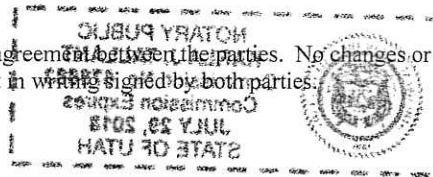
WHEREAS, it is in the best interests of both the petitioner and the County that the concept development plan is viable and harmonious with the County's General Plan; and

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 from which was rezoned from an Agricultural Valley-3 (AV -3) Zone to a Commercial Valley-2 (CV-2) Zone for the purpose of allowing the petitioner to construct his pre-design project on the subject property.
2. The petitioner will develop the subject property based on the amended concept development plan attached hereto and marked as Exhibit B. The attached plan may be phased, 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 4 years of the date on which final approval of the rezoning petition was originally granted and will complete all phases of the project within 9 years of original rezoning approval date.
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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.
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 - 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.
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- 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. 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.



List of Intended Uses:

The intended uses are the uses listed in the Weber County Zoning Ordinance Title 104 Chapter 21

Documents Attached:

- Exhibit A (Property Description)
- Exhibit B (Concept Development Plan)

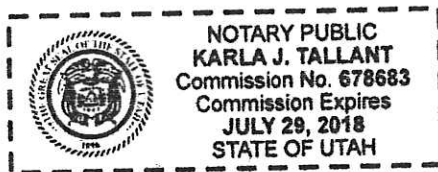
Approved by the parties herein undersigned this 5 day of December, 2014.

Paula Callard
Petitioner Manager Dog Bone LLC

CORPORATE ACKNOWLEDGMENT

State of Utah)
County of Weber)
Davis)

On the 5th day of December A.D. 2014 personally appeared before me duly sworn, did say that he/she is the Manager of Dog Bone 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.



Karl J. Tallant
Notary Public
Residing at: 150 S Fort Lane
Layton UT 84041

APPROVED AS TO FORM:

[Signature] 12/9/14
Weber County Attorney Date

APPROVED:

[Signature] 12-9-2014
Chairperson, Weber County Commission Date

ATTEST:

[Signature]
Weber County Clerk

EXHIBIT A

Property description of area petitioned for rezoning:

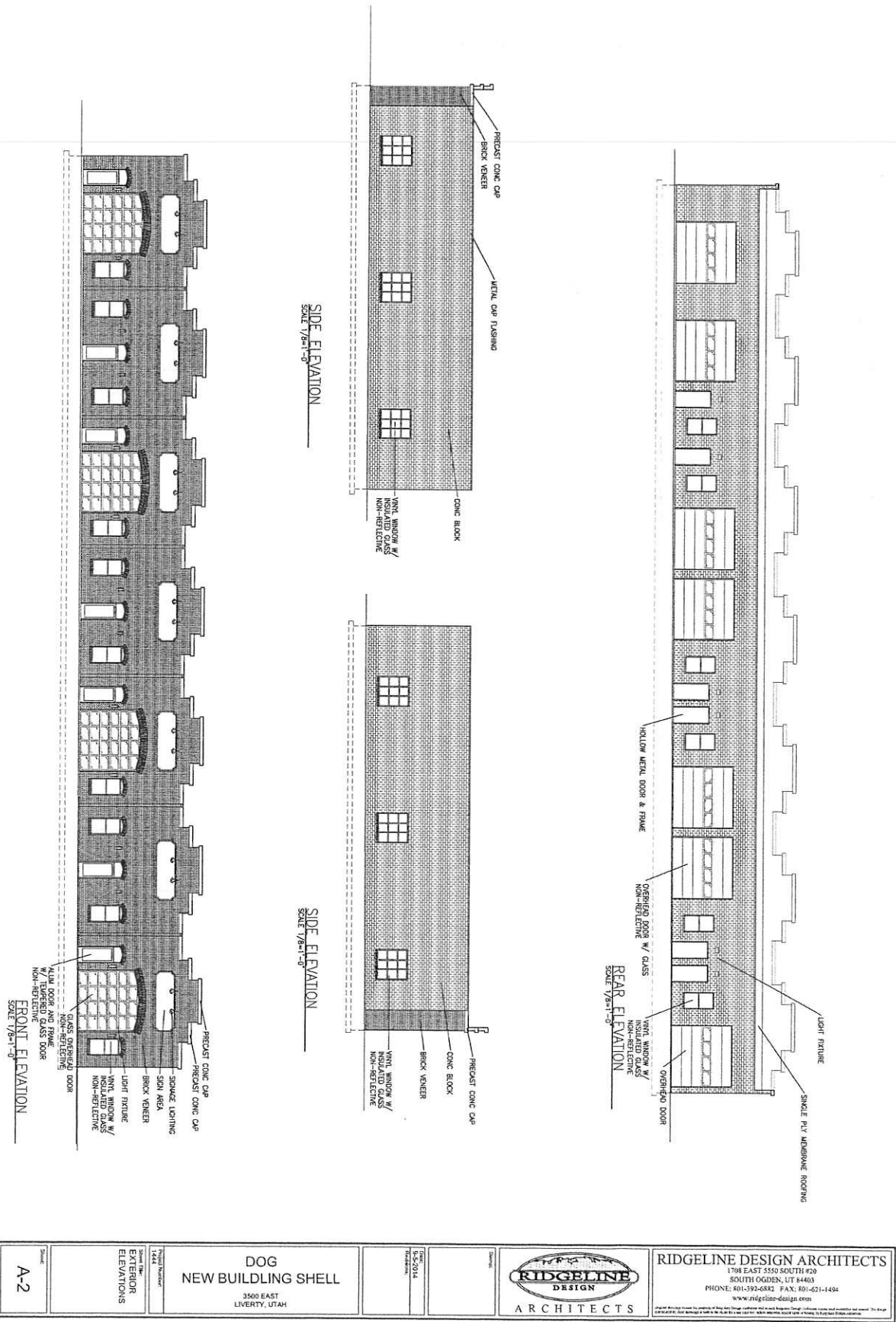
PART OF THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 7 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY. BEGINNING AT A POINT 430 FEET SOUTH OF THE NORTHWEST CORNER OF THE SOUTH 1/2 OF SAID NORTHEAST QUARTER, THENCE EAST 11 RODS, THENCE SOUTH 263 FEET, THENCE WEST 11 RODS, THENCE NORTH 263 FEET TO BEGINNING.

PARCEL # 22-010-0065 CONTAINING 1.095 ACRES; AND

PART OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 7 NORTH, RANGE 1 EAST, SALT LAKE MERIDIAN, U.S. SURVEY. BEGINNING AT A POINT 24.413 RODS SOUTH OF THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID NORTHEAST QUARTER SECTION, RUNNING THENCE SOUTH 1.647 RODS; THENCE EAST 11 RODS, THENCE NORTH 1.647 RODS, THENCE WEST 11 RODS, TO THE PLACE OF BEGINNING.

PARCEL # 22-010-0064 CONTAINING 0.11 ACRES

Exhibit B- Conceptual Development Plan



A-2	DOG NEW BUILDING SHELL 3500 EAST LIVERTY, UTAH	RIDGELINE DESIGN ARCHITECTS	RIDGELINE DESIGN ARCHITECTS 1708 EAST 5550 SOUTH #20 SOUTH OGDEN, UT 84403 PHONE: 801-392-6882 FAX: 801-621-1494 www.ridgeline-design.com

Exhibit B- Conceptual Development Plan

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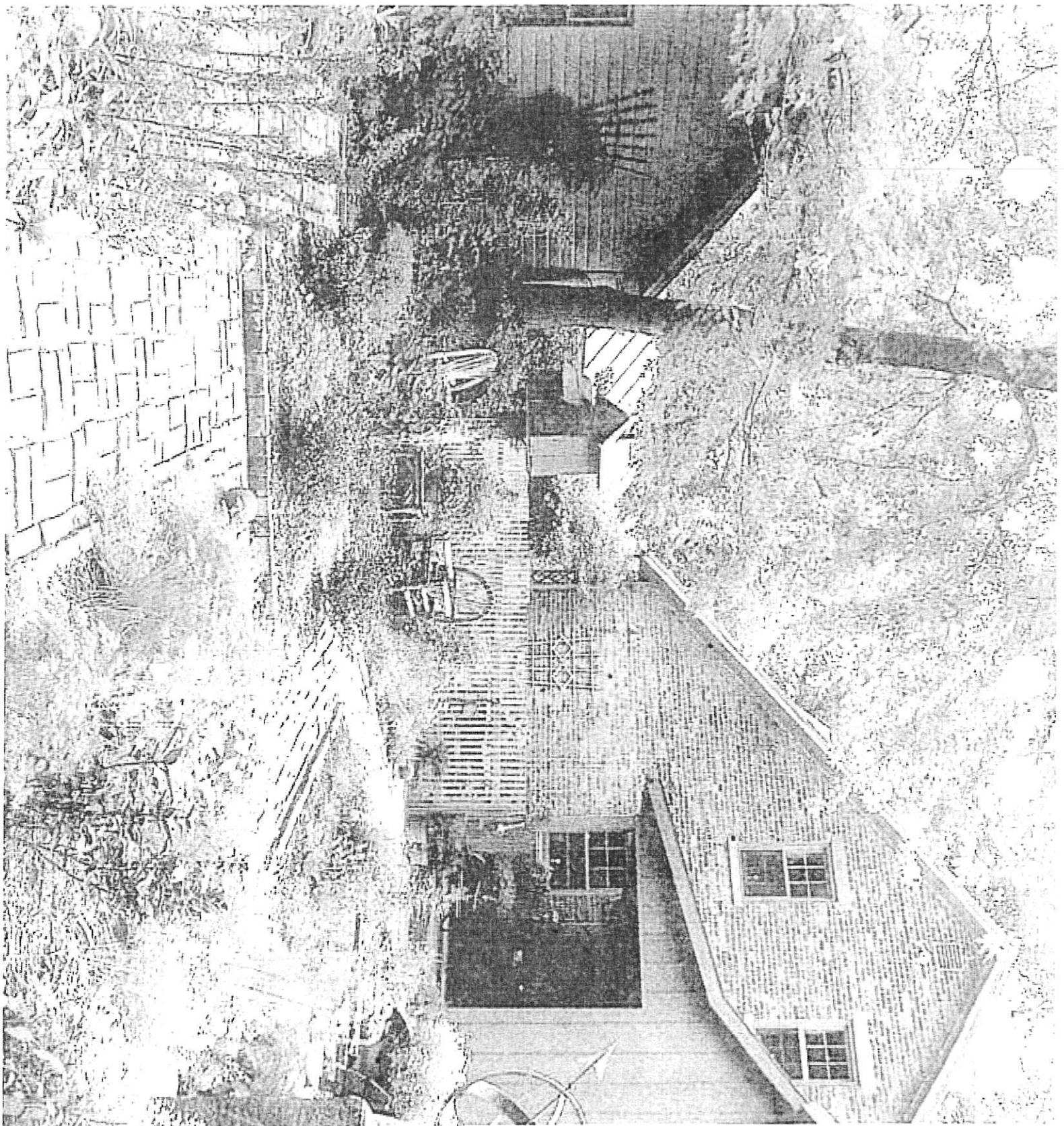
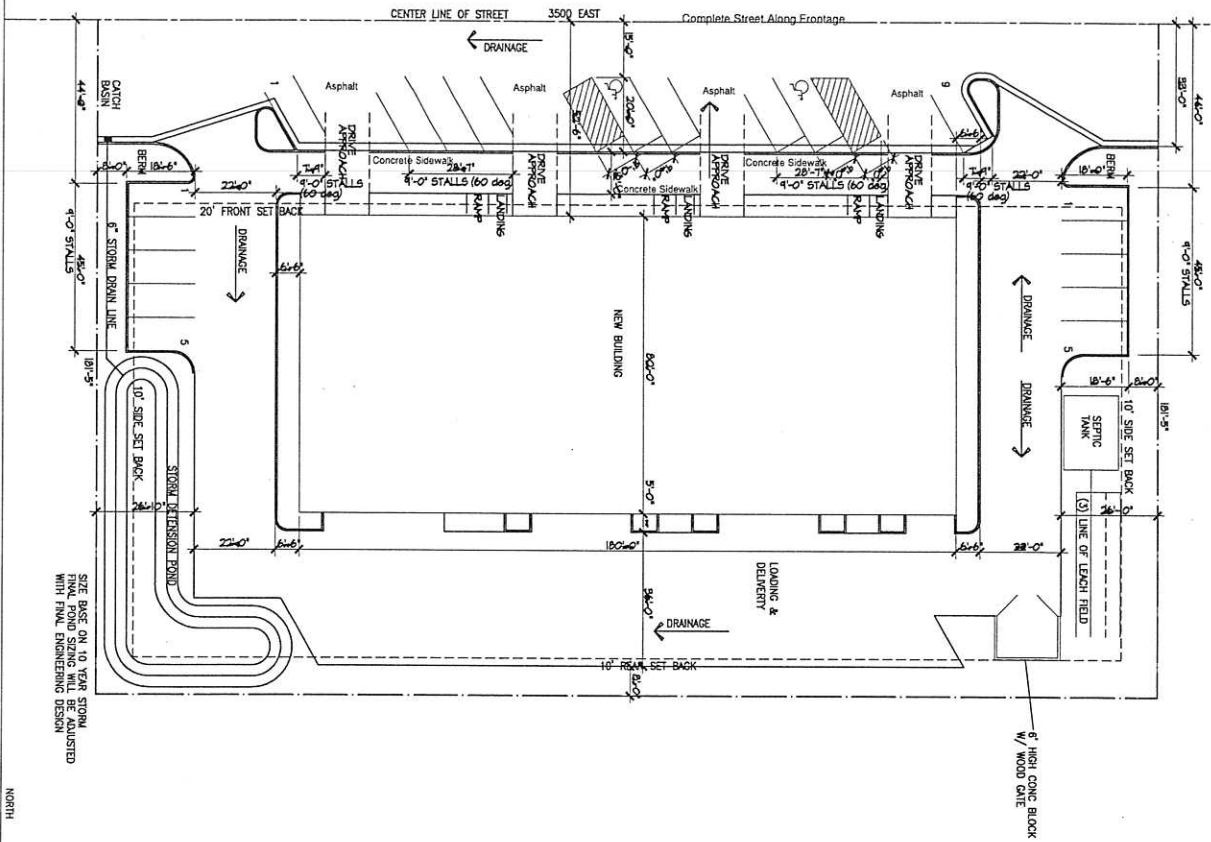


Exhibit B- Conceptual Development Plan

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SITE PLAN
SCALE 1"=10'-0"



DOG SHELL BUILDING 3500 EAST LIBERTY, UTAH

CODE SUMMARY

OCCUPANCY TYPE: 8/5-1
CONSTRUCTION TYPE: V B
MAXIMUM NO. STORES: 2
MAXIMUM HEIGHT: 40 FT
MAXIMUM AREA: 8,000 SQ FT
SPRINKLED: YES
VARD INCREASE: YES ALLOWABLE INCREASE: 75
MAX ALLOWED AREA: 9,000 SQ FT X 75 = 6,750
9,000 + 6,750 = 15,750 SQ FT
STRUCTURAL FRAME: 0
BEARING WALL: 0
INTERIOR: 0
NONBEARING WALL: 0
CEILING: 0
ROOF/CEILING: 0

INDEX

BUILDING SUMMARY

NO. STORES: 1 STORY
MAXIMUM HEIGHT: 35'-0" REQUIRED
MAXIMUM HEIGHT: 35'-0" PROVIDED
FLOOR PLAN AREA: 12,600 SQ FT
LANDSCAPE AREA: 10,492 SQ FT REQUIRED
LANDSCAPE AREA: 10,492 SQ FT PROVIDED
PARKING: 30 REQUIRED 4 CLIENTS
42 PROVIDED 8 EMPLOYEES

APPLICABLE CODE

2012 INTERNATIONAL BUILDING CODE
2012 INTERNATIONAL PLUMBING CODE
2012 INTERNATIONAL MECHANICAL CODE
2012 INTERNATIONAL ELECTRICAL CODE
2012 INTERNATIONAL FIRE CODE
2012 INTERNATIONAL ENERGY CONSERVATION CODE
1997 UNIFORM CODE FOR BUILDING CONSERVATION



RIDGELINE DESIGN ARCHITECTS
1708 EAST 5550 SOUTH #20
SOUTH OGDEN, UT 84403
PHONE: 801-392-6882 FAX: 801-621-1494
www.ridgeline-design.com

**DOG
BUILDING SHELL**
3500 EAST
LIBERTY, UTAH

C-0

Sheet Title
COVER SHEET

Sheet

