



W2813566

EH 2813566 PG 1 OF 7
LEANN H KILTS, WEBER COUNTY RECORDER
07-SEP-16 1031 AM FEE \$4.00 DEP JKC
REC FOR: WEBER COUNTY PLANNING

WEBER COUNTY
FARM STAY and DEVELOPMENT AGREEMENT

6-14-2016

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 June 14, 2016 [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 12.95 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 2016-08.
- 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 6 day of Nov, 2016.

[Signature]
"Owner"

"Owner"

State of Utah)
)ss.
County of Weber)

On this 6 day of Nov, in the year 2016, before me, Neal W. Barker,

~~a Notary Public in and for the State, personally appeared, before me 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.
[Signature]
Notary Public



By 
Kerry W. Gibson, Chair

Commissioner Bell voted Y
Commissioner Ebert voted Y
Commissioner Gibson voted Y

ATTEST:


Ricky Hatch, CPA
Weber County Clerk/Auditor

Exhibit A-Legal Description

PARCEL# 17-082-0113:

PART OF THE NORTHEAST AND SOUTHEAST QUARTERS OF SECTION 33 AND THE NORTHWEST AND SOUTHWEST QUARTERS OF SECTION 34, TOWNSHIP 7 NORTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN, U S SURVEY, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT WHICH LIES SOUTH 00D12'57" WEST ALONG THE SECTION LINE 49.67 FEET AND NORTH 89D47'03" WEST 157.75 FEET FROM THE WEST QUARTER OF SECTION 34, THENCE NORTH 00D50'21" WEST A DISTANCE OF 50.44 FEET, THENCE NORTH 00D50'21" WEST A DISTANCE OF 30.38 FEET, THENCE SOUTH 72D27'20" WEST A DISTANCE OF 3.94 FEET, THENCE NORTH 01D45'00" WEST A DISTANCE OF 360.07 FEET, THENCE NORTH 81D41'09" EAST A DISTANCE OF 128.12 FEET, THENCE SOUTH 01D44'19" WEST A DISTANCE OF 194.40 FEET, THENCE NORTH 65D01'14" EAST A DISTANCE OF 62.50 FEET, THENCE NORTH 59D11'49" EAST A DISTANCE OF 44.03 FEET, THENCE NORTH 62D57'16" EAST A DISTANCE OF 84.32 FEET, THENCE NORTH 51D45'23" EAST A DISTANCE OF 98.96 FEET, THENCE NORTH 61D31'58" EAST A DISTANCE OF 46.43 FEET, THENCE ALONG A NON TANGENT CURVE TO THE LEFT 216.11 FEET, A RADIUS OF 180.00 FEET, WHOSE CHORD BEARS SOUTH 66D45'08" EAST 203.36 FEET THENCE NORTH 78D51'11" EAST A DISTANCE OF 38.24 FEET, THENCE SOUTH 35D00'00" EAST A DISTANCE OF 285.11 FEET, THENCE SOUTH 09D22'28" EAST A DISTANCE OF 87.12 FEET, THENCE SOUTH 00D07'39" EAST A DISTANCE OF 57.87 FEET, THENCE NORTH 88D51'27" WEST A DISTANCE OF 795.42 FEET TO THE POINT OF BEGINNING.

PARCEL# 17-082-0114:

PART OF THE WEST 1/2 OF SECTION 34, TOWNSHIP 7 NORTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN, U S SURVEY: BEGINNING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION AND RUNNING THENCE SOUTH 8.24 CHAINS, THENCE NORTH 88D35' EAST 15.60 CHAINS, THENCE NORTH 1D10' WEST 7.86 CHAINS, THENCE NORTH 19D08' WEST 3.66 CHAINS, THENCE NORTH 35D WEST 6.66 CHAINS, THENCE SOUTH 71D WEST 4.81 CHAINS, THENCE SOUTH 66D54'05" WEST 120.45 FEET, THENCE SOUTH 51D29'52" WEST 207.58 FEET, THENCE SOUTH 63D57'52" WEST 129.16 FEET, THENCE SOUTH 241.08 FEET TO THE POINT OF BEGINNING. EXCEPT: PART OF THE SOUTHWEST QUARTER AND PART OF THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 7 NORTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT WHICH LIES SOUTH 89D35'52" EAST ALONG THE QUARTER SECTION LINE 1023.69 FEET AND SOUTH 00D24'08" WEST 44.05 FEET FROM THE WEST QUARTER CORNER OF SAID SECTION 34, THENCE SOUTH 88D50'00" WEST 386.12 FEET, THENCE NORTH 00D07'39" WEST 52.03 FEET, THENCE NORTH 09D22'28" WEST 87.12 FEET, THENCE NORTH 35D00'00" WEST 285.11 FEET, THENCE SOUTH 78D51'11" WEST 38.24 FEET, THENCE ALONG A CURVE TO THE RIGHT WITH AN ARC LENGTH OF 216.11 FEET, WHOSE RADIUS IS 180.00D WHOSE CHORD BEARS NORTH 66D45'08" WEST 203.36 FEET, THENCE NORTH 61D31'58" EAST 174.17 FEET, THENCE NORTH 69D27'30" EAST 326.44 FEET, THENCE SOUTH 35D00'00" EAST 434.57 FEET, THENCE SOUTH 19D08'00" EAST 241.56 FEET, THENCE SOUTH 01D10' EAST 49.93 FEET TO THE POINT OF BEGINNING. (5.81 ACRES) (E#2396738) EXCEPT: PART OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 7 NORTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT WHICH LIES SOUTH 89D35'52" EAST ALONG THE QUARTER SECTION LINE 1023.69 FEET AND SOUTH 00D24'08" WEST 44.05 FEET FROM THE WEST QUARTER CORNER OF SAID SECTION 34, THENCE SOUTH 01D10'00" EAST 52.09 FEET, THENCE SOUTH 00D07'39" EAST 437.19 FEET TO AN EXISTING FENCE LINE, THENCE ALONG SAID FENCE LINE THE FOLLOWING NINE COURSES (9) COURSES: (1) NORTH 84D56'36" WEST 135.45 FEET; (2) SOUTH 88D18'57" WEST 43.51 FEET; (3) NORTH 88D11'22" WEST 43.81 FEET; (4) NORTH 88D52'25" WEST 103.01 FEET; (5) NORTH 89D56'37" WEST 166.50 FEET, (6) SOUTH 88D42'32" WEST 33.50 FEET; (7) SOUTH 88D26'21" WEST 239.43 FEET; (8) NORTH 84D04'59" WEST 63.49 FEET (9) SOUTH 88D47'37" WEST 42.59 FEET; THENCE NORTH 02D10'15" WEST 125.17 FEET, THENCE SOUTH 73D28'38" EAST 100.71 FEET, THENCE NORTH 75D57'47" EAST 159.91 FEET, THENCE NORTH 62D52'55" EAST 77.30 FEET, THENCE NORTH 89D52'21" EAST 133.19 FEET, THENCE ALONG A CURVE TO THE RIGHT WITH AN ARCLength OF 62.16 FEET, WHOSE RADIUS IS 50.00 FEET, WHOSE CHORD BEARS NORTH 35D26'12" EAST 58.23 FEET, THENCE NORTH 00D07'39" WEST 250.63 FEET, THENCE NORTH 88D50'00" EAST 386.12 FEET TO THE POINT OF BEGINNING. (5.81 ACRES) (E# 2396739) ALSO EXCEPT: PART OF THE SOUTHEAST QUARTER OF SECTION 33, AND PART OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 7 NORTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT WHICH LIES SOUTH 00D12'57" WEST ALONG THE WEST LINE OF SECTION 33 305.92 FEET AND NORTH 89D47'03" WEST 149.91 FEET FROM THE WEST QUARTER CORNER OF SAID SECTION 34 THENCE SOUTH 62D56'25" EAST 67.34 FEET, THENCE NORTH 88D51'40" EAST 99.10 FEET. THENCE SOUTH 02D27'34" EAST 29.86 FEET, THENCE SOUTH 07D49'41" EAST 36.60 FEET, THENCE NORTH 84D42'10" EAST 98.26 FEET, THENCE SOUTH 73D28'38" EAST 40.99 FEET, THENCE SOUTH 02D10'15" EAST 125.17 FEET, THENCE SOUTH 88D16'39" WEST 209.09 FEET, THENCE SOUTH 86D50'50" WEST 91.20 FEET, THENCE NORTH 01D45'00" WEST 233.83 FEET TO THE POINT OF BEGINNING. (E# 2396740) EXCEPTING THEREFROM: A PART OF THE NORTHEAST AND SOUTHEAST QUARTERS OF SECTION 33 AND THE NORTHWEST AND SOUTHWEST QUARTERS OF SECTION 34, TOWNSHIP 7 NORTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN, U S SURVEY, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT WHICH LIES SOUTH 00D12'57" WEST ALONG THE SECTION LINE 49.67 FEET AND NORTH 89D47'03" WEST 157.75 FEET FROM THE WEST QUARTER OF SECTION 34, THENCE NORTH 00D50'21" WEST A DISTANCE OF 50.44 FEET, THENCE NORTH 00D50'21" WEST A DISTANCE OF 30.38 FEET, THENCE SOUTH 72D27'20" WEST

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PARCEL# 17-075-0091:

PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 7 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY: BEGINNING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 33; THENCE WEST 2.52 CHAINS; SOUTH 1D45' EAST 8.24 CHAINS; EAST 2.35 CHAINS; THENCE NORTH 8.24 CHAINS TO BEGINNING. CONTAINING 2 ACRES. EXCEPT: PART OF THE SOUTHEAST QUARTER OF SECTION 33, AND PART OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 7 NORTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT WHICH LIES SOUTH 00D12'57" WEST ALONG THE WEST LINE OF SECTION 33 305.92 FEET AND NORTH 89D47'03" WEST 149.91 FEET FROM THE WEST QUARTER CORNER OF SAID SECTION 34 THENCE SOUTH 62D56'25" EAST 67.34 FEET, THENCE NORTH 88D51'40" EAST 99.10 FEET. THENCE SOUTH 02D27'34" EAST 29.86 FEET, THENCE SOUTH 07D49'41" EAST 36.60 FEET, THENCE NORTH 84D42'10" EAST 98.26 FEET, THENCE SOUTH 73D28'38" EAST 40.99 FEET, THENCE SOUTH 02D10'15" EAST 125.17 FEET, THENCE SOUTH 88D16'39" WEST 209.09 FEET, THENCE SOUTH 86D50'50" WEST 91.20 FEET, THENCE NORTH 01D45'00" WEST 233.83 FEET TO THE POINT OF BEGINNING. 1.23 ACRES (E# 2396740) EXCEPTING THEREFROM: A PART OF THE NORTHEAST AND SOUTHEAST QUARTERS OF SECTION 33 AND THE NORTHWEST AND SOUTHWEST QUARTERS OF SECTION 34, TOWNSHIP 7 NORTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN, U S SURVEY, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT WHICH LIES SOUTH 00D12'57" WEST ALONG THE SECTION LINE 49.67 FEET AND NORTH 89D47'03" WEST 157.75 FEET FROM THE WEST QUARTER OF SECTION 34, THENCE NORTH 00D50'21" WEST A DISTANCE OF 50.44 FEET, THENCE NORTH 00D50'21" WEST A DISTANCE OF 30.38 FEET, THENCE SOUTH 72D27'20" WEST A DISTANCE OF 3.94 FEET, THENCE NORTH 01D45'00" WEST A DISTANCE OF 360.07 FEET, THENCE NORTH 81D41'09" EAST A DISTANCE OF 128.12 FEET, THENCE SOUTH 01D44'19" WEST A DISTANCE OF 194.40 FEET, THENCE NORTH 65D01'14" EAST A DISTANCE OF 62.50 FEET, THENCE NORTH 59D11'49" EAST A DISTANCE OF 44.03 FEET, THENCE NORTH 62D57'16" EAST A DISTANCE OF 84.32 FEET, THENCE NORTH 51D45'23" EAST A DISTANCE OF 98.96 FEET, THENCE NORTH 61D31'58" EAST A DISTANCE OF 46.43 FEET, THENCE ALONG A NON TANGENT CURVE TO THE LEFT 216.11 FEET, A RADIUS OF 180.00 FEET, WHOSE CHORD BEARS SOUTH 66D45'08" EAST 203.36 FEET THENCE NORTH 78D51'11" EAST A DISTANCE OF 38.24 FEET, THENCE SOUTH 35D00'00" EAST A DISTANCE OF 285.11 FEET, THENCE SOUTH 09D22'28" EAST A DISTANCE OF 87.12 FEET, THENCE SOUTH 00D07'39" EAST A DISTANCE OF 57.87 FEET, THENCE NORTH 88D51'27" WEST A DISTANCE OF 795.42 FEET TO THE POINT OF BEGINNING.

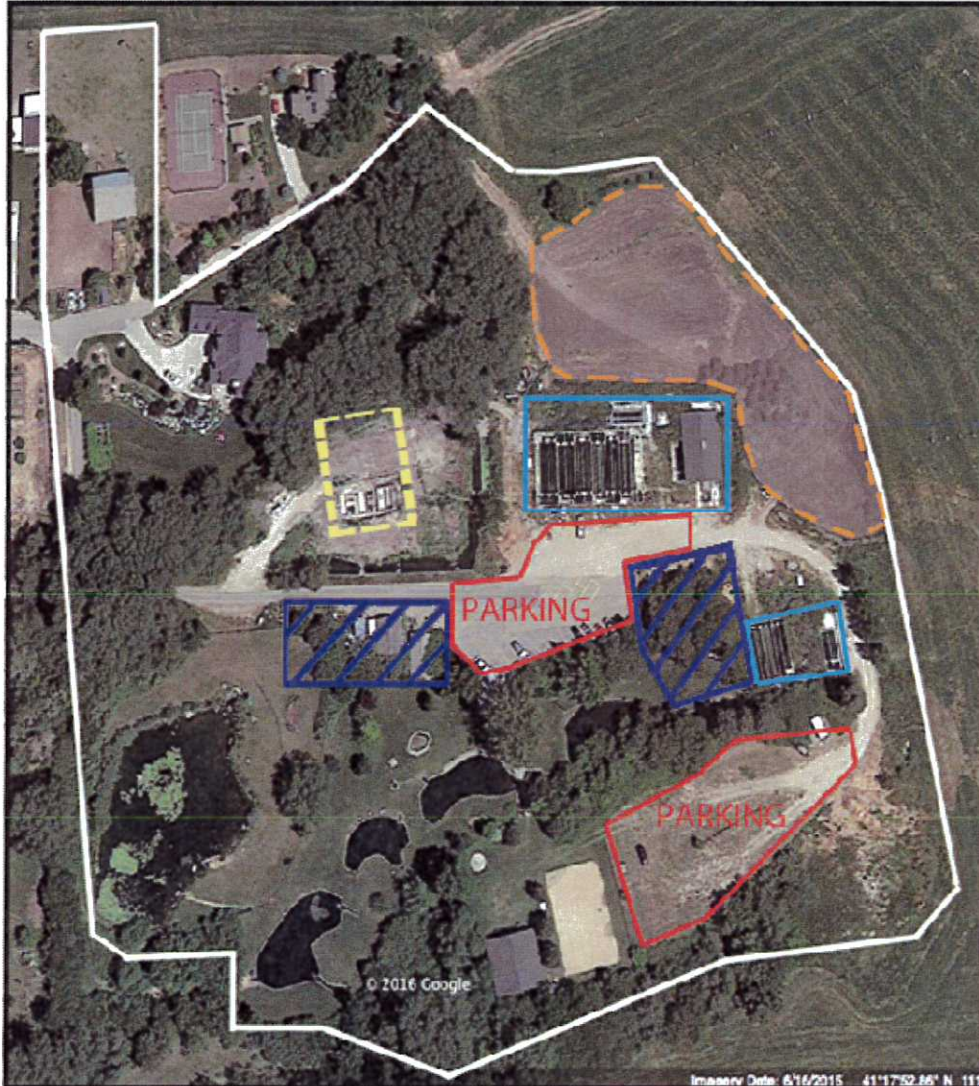
Exhibit B-Approved Site Plan

COLD SPRINGS TROUT FARM AGRITOURISM

Conditional Use Permit Application



Where you always catch your trout!



LEGEND

- BOUNDARY LINE
- POTENTIAL BUILDING SPOTS
- CULTIVATED CORN MAZE
- GREENHOUSE
- FISH HATCHERY
- PARKING

ACREAGE

COLD SPRING TROUT FARM PROPERTY = Approximately 13 acres

AGRITOURISM ACTIVITY CENTER = 0.41 acres

PERCENTAGE OF TOTAL PROPERTY = 3.15%



98m



Exhibit B-Notice of Decision of the Western Weber Planning Commission**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

Western Weber Planning Commission
NOTICE OF DECISION

May 13, 2016

Neal Ward Barker
 2284 Fruitland Drive
 North Ogden, UT

Case No.: Conditional Use Permit 2016-08

You are hereby notified that your conditional use permit for the agri-tourism operation identified as the Cold Water Trout Farm located at 2284 Fruitland Drive North Ogden, UT, was heard and approved by the Western Weber Planning Commission in a public meeting held on May 10, 2016, after due notice to the general public. The approval was granted subject to the following conditions:

1. A 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.
2. Requirements of the Weber County Building Inspection Division.
3. Requirements and recommendations of the Weber Fire District.
4. Requirements of the Weber County Engineering Division.
5. Requirements of the Weber County Health Department.

This recommendation is based on the following findings:

1. The proposed use conforms to the West Central Weber County.
2. The proposed use will protect and preserve agricultural property in Weber County.
3. The proposed use, if conditions are imposed, will not be detrimental to the public health, safety, or welfare.
4. The proposed use, if conditions are 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.