



# Staff Report to the Weber County Commission

Weber County Planning Division

## Synopsis

### Application Information

**Application Request:** To consider and take action on ZMA 2018-03, a request to amend the zone map to rezone approximately 22 acres from A-1 to either C-2 at approximately 4311 West 1200 South.

**Agenda Date:** Tuesday, September 11, 2018

**Applicant:** Dan and Tami Baugh

**File Number:** ZMA 2018-03

### Property Information

**Approximate Address:** 4311 West 1200 South

**Zoning:** The area is currently zoned A-1

**Existing Land Use:** Agricultural

**Proposed Land Use:** Commercial

**Township, Range, Section:** T6N, R2W, Section 20

### Adjacent Land Use

**North:** Commercial/Residential/Agricultural      **South:** Railroad

**East:** Residential/Agricultural      **West:** Residential/Agricultural

### Staff Information

**Report Presenter:** Charles Ewert  
cewert@webercountyutah.gov  
801-399-8767

**Report Reviewer:** RG

## Applicable Ordinances

§102-5: Rezoning Procedures

## Legislative Decisions

When the Planning Commission is acting as a recommending body to the County Commission, it is acting in a legislative capacity and has wide discretion. Examples of legislative actions are general plan, zoning map, and land use code amendments. Legislative actions require that the Planning Commission give a recommendation to the County Commission. For this circumstance, criteria for recommendations in a legislative matter require compatibility with the general plan and existing ordinances.

## Summary

The applicant's original request was to rezone the all of the 22-acre subject parcel to the C-2 zone. After review of the general plan, the planning commission determined that only a rezone to the C-1 zone for 15 of the 22 acres would be in compliance with the plan. The applicant also requested to amend the general plan to enable the rezone of the entire 22-acre parcel. Rather than a single-parcel favoritism, the planning commission is in favor of a more comprehensive overhaul of the general plan that might also consider more commercial uses in this area. Until that time the planning commission has recommended not changing the plan for a single parcel.

If the County Commission is inclined to adopt the planning commission's recommendation and rezone 15 of the 22 acre parcel to the C-1 zone, then adopting the ordinance attached as Attachment A will do so and no general plan amendment is necessary. A straight C-1 rezone will not offer any additional development standards to govern the creation of a commercial development that best fits the existing neighborhood. Instead, the minimal commercial development standards of the design review ordinance will govern the commercial development onsite. This might not provide ideal protections for surrounding noncommercial properties. If this is a concern, the County Commission might want to consider a C-1 rezone that runs with a development agreement that offers better site design standards and visual aesthetics and/or buffers.

If the County Commission is inclined to consider the applicant's request for the C-2 zone, then more consideration is necessary. Such consideration includes first amending the general plan, determining whether any additional development standards are needed to minimize the negative effects that the C-2 zone will have on the surrounding land owners, and ultimately, the creation of an ordinance and possible development agreement that will accurately describe and map the C-2 zone. To review the various opportunities that the planning commission considered, please review the attached planning commission staff report and exhibits<sup>1</sup>. It highlights a few of the possibilities that could apply to this property.

## Background and Policy Analysis

Please review the attached planning commission staff report for a complete review of the background and for the analysis of the various options. The four options presented in that report are not the only possibilities. If there are other alternatives the commission desires to consider please bring it to staff's attention.

§ 102-5-3 of the Weber County Code sets forth approval criteria when considering a rezone. Because a rezone is legislative, this criterion allows broad deference to the County Commission's legislative decision-making authority. The criterion is twofold:

- (a) *To promote compatibility and stability in zoning and appropriate development of property within the county, no application for rezoning shall be approved unless it is demonstrated that the proposed rezoning promotes the health, safety and welfare of the county and the purposes of this chapter.*
- (b) *The planning commission and the county commission will consider whether the application should be approved or disapproved based upon the merits and compatibility of the proposed project with the general plan, surrounding land uses, and impacts on the surrounding area. The commissions will consider whether the proposed development, and in turn the application-for rezoning, is needed to provide a service or convenience brought about by changing conditions and which therefore promotes the public welfare. The county commission may require changes in the concept plan in order to achieve compatibility and may impose any conditions to lessen or eliminate adverse impacts.*

*Concept development plan.* A concept development plan has been provided for the property<sup>2</sup>. If the rezone is approved contingent on this concept development plan the ordinance requires that owner strictly comply with it. The applicant has expressed a desire to not be tied to this concept development plan, but rather, favors allowing development of the property to occur as market trends or land owner desires dictate at the time of the development. Under § 102-5-6(1) the county commission may:

- (1) *The county commission may approve the proposed rezoning and concurrently approve a concept plan for the development, in whole or in part, with or without changes or conditions and adopt an ordinance rezoning the property;*

The applicant has requested that the applicability of the concept plan be waived in as much part as the commission has authority to do so. Rezoning property to commercial with the applicability of a concept development plan to guide the future of development onsite poses an unpredictable development future and limited ability to better respond to how the development might conflict with adjacent land uses. This is why staff recommends a development agreement. It can contain the concept development plan and any related condition of approval or development standard.

*Locations of buildings and structures and their architectural designs.* The ordinance requires that the concept development plan include architectural renderings of all proposed buildings. This could also be achieved through a development agreement if the Commission so desires. The applicant has requested to not be tied to specific building renderings at this time and favors allowing the future market trends and landowner desires to dictate the appearance of the buildings.

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<sup>1</sup> See Attachment C.

<sup>2</sup> See Attachment D.

*Access and traffic circulation.* The site plan demonstrates general circulation patterns. The property is limited in its accesses to the public right of way, as UDOT has specific standards on the distance these entrances can be relative to the railroad tracks and the 4700 and 12<sup>th</sup> street intersection.

*Water, waste water, fire, engineering, and other utilities.* All utilities and public services provisions to the site are required by other codes to be demonstrated prior to development approval in the future. The applicant's concept relies on typical utility and services provisions otherwise required by the land use code.

### **Planning Commission Recommendation**

The Western Weber Planning Commission offered a positive recommendation for a rezone of 15 acres of this property from A-1 to C-1.

### **Staff Recommendation**

If the county commission desires to accept the planning commission's recommendation, staff recommends adopting the ordinance attached to this report as Attachment A.

If the commission desires to explore some of the other options, including the creation of a development agreement to help mitigate some of the effects a commercial rezone might have on adjacent properties, staff recommends directing staff to continue to negotiate a development agreement with the applicant prior to any action on a rezone. With an appropriate development agreement in place it may be more tenable to rezone the entire property to the C-2 zone.

### **Attachments**

- Attachment A: Rezone Ordinance and Ordinance Exhibits.
- Attachment B: Application.
- Attachment C: Planning Commission Staff Report
- Attachment D: Application Concept Development Plan

Attachment A:  
Rezone Ordinance and  
Ordinance Exhibits.

**ORDINANCE NUMBER 2018-\_\_\_\_\_**

**AN ORDINANCE AMENDING THE WEBER COUNTY ZONING MAP TO REZONE PROPERTY AT 12<sup>TH</sup> STREET AND 4700 WEST FROM A-1 TO C-1**

**WHEREAS**, the Weber County Board of Commissioners have adopted a zoning map for the unincorporated areas of Weber County; and

**WHEREAS**, the Weber County Board of Commissioners have received an application to amend the adopted zoning map for a parcel of land located on the southeast corner of 4700 West and 12<sup>th</sup> Street; and

**WHEREAS**, after a duly noticed public hearing, the Western Weber Planning Commission have given a favorable recommendation for a zoning map amendment to the Weber County Board of Commissioners; and

**WHEREAS**, after a duly noticed public hearing, the Weber County Board of Commissioners have determined that the zoning map amendment complies with the intent of the West Central Weber County General Plan; and

**WHEREAS**, the Board of Weber County Commissioners have also determined that the proposed zoning map amendment is not detrimental to the health, safety, and general welfare of the area; and

**WHEREAS**, the Board of Weber County Commissioners have determined that this is an appropriate time and this is an appropriate location for the proposed zoning map amendment; and

**WHEREAS**, as part of their consideration, the Weber County Board of Commissioners have determined that strict compliance with a concept plan is unnecessary to facilitate the intent of the general plan or the purpose and intent of the existing or proposed new zone;

**NOW THEREFORE**, the Weber County Board of Commissioners ordains an amendment to the Weber County Zoning Map to rezone property from the A-1 zone to the C-1 zone at approximately 4311 West and 1200 South. The graphic representation of the rezone is included and incorporated herein as Exhibit A. A written description of the rezone is included as Exhibit B. In the event there is conflict between the two, the graphic representation shall prevail.

This ordinance shall become effective fifteen (15) days after publication.

Passed, adopted, and ordered published this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by the Weber County Board of Commissioners.

BOARD OF COUNTY COMMISSIONERS OF WEBER COUNTY

By \_\_\_\_\_,  
James H. "Jim" Harvey, Chair

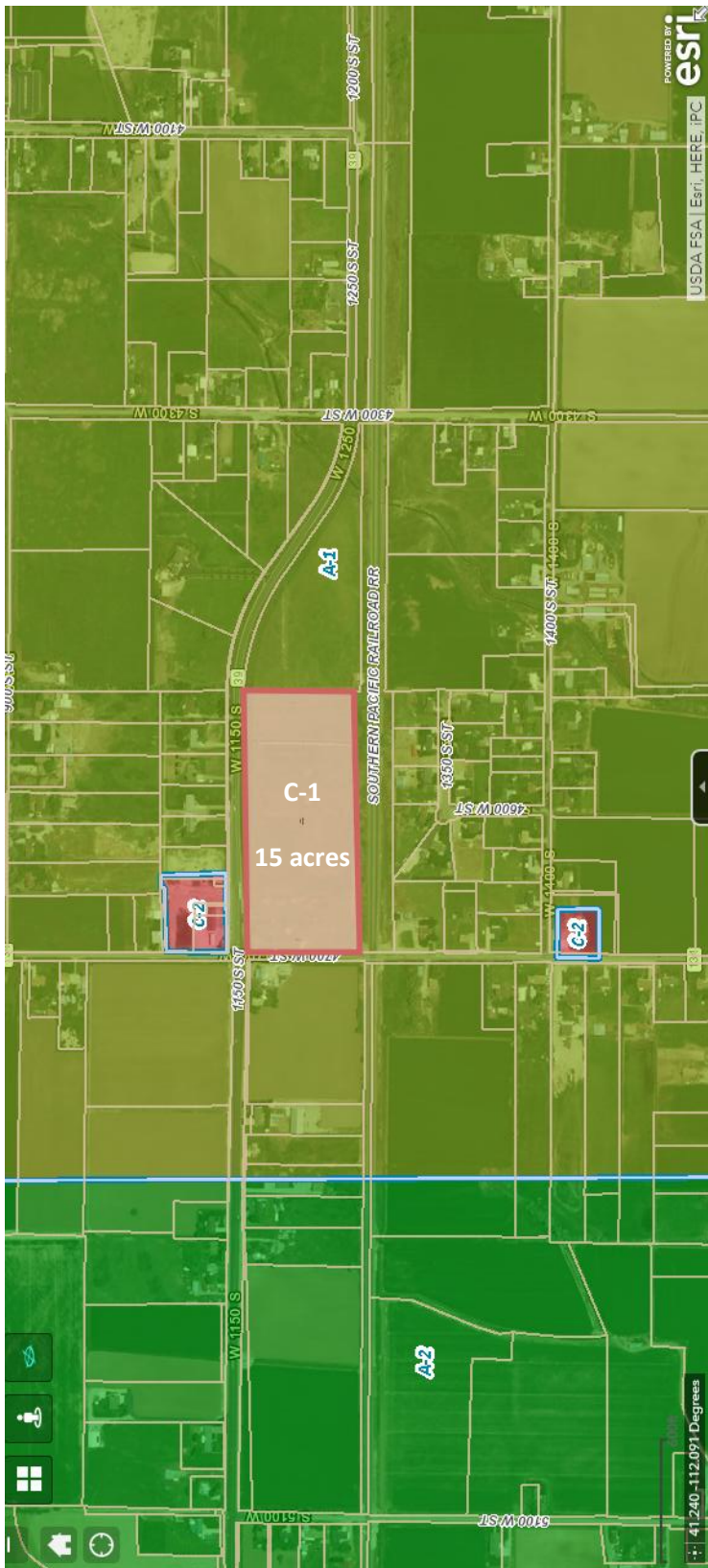
Commissioner Harvey voted \_\_\_\_\_  
Commissioner Ebert voted \_\_\_\_\_  
Commissioner Jenkins voted \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Ricky Hatch, CPA  
Weber County Clerk/Auditor

Exhibit A

Graphic Representations  
Rezoning from A-1 to C-1



## Exhibit B

### Written Description Rezoning from A-1 to C-1

The western 15.0 acres of Parcel #15-055-0023, with a eastern-most zone boundary that runs parallel to the centerline of 4700 West.

Parcel #15-055-0023 being more particularly described as follows:

A PIECE OR PARCEL OF LAND SITUATE, LYING AND BEING IN THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE POINT OF INTERSECTION OF WESTERLY LINE OF COUNTY ROAD KNOWN AS 4300 WEST STREET WITH THE NORTHERLY PROPERTY LINE OF LAND OF SOUTHERN PACIFIC COMPANY, SAID POINT OF BEGINNING BEING WEST 43.66 FEET OF A POINT SOUTH 1703.12 FEET OF THE NORTHEAST CORNER OF SAID SECTION 20; THENCE ALONG SAID NORTHERLY PROPERTY LINE OF 3 COURSES AND DISTANCES AS FOLLOWS: (1) NORTH 89°38' WEST BEING PARALLEL WITH AND 50.0 FEET NORTHERLY FROM AND AT RIGHT ANGLES TO THE SURVEYED CENTER LINE OF CENTRAL PACIFIC RAILWAY COMPANY AS EXISTED PRIOR TO SEPTEMBER 1900, 1297.6 FEET TO A POINT IN THE WEST LINE OF THE EAST 1/2 OF THE NORTHEAST QUARTER OF SAID SECTION 20, AND 50 FEET NORTHERLY FROM AND AT RIGHT ANGLES TO RAILROAD ES 1114+41.1; (2) NORTH 0°22' EAST 40.00 FEET IN SAID WEST LINE OF EAST 1/2 OF SAID NORTHEAST QUARTER OF SECTION 20; (3) NORTH 89°38' WEST BEING PARALLEL WITH AND 90.0 FEET NORTHERLY FROM AND AT RIGHT ANGLES TO AFORESAID SURVEYED CENTER LINE, 1243.5 FEET TO A POINT IN EASTERLY LINE OF COUNTY ROAD KNOWN AS 4700 WEST STREET; THENCE LEAVING SAID NORTHERLY PROPERTY LINE AND RUNNING NORTH 0°21'30" EAST 497.05 FEET ALONG THE EASTERLY LINE OF SAID COUNTY ROAD TO A POINT EAST 30.67 FEET OF A POINT SOUTH 1171.02 FEET OF THE NORTHERN QUARTER CORNER OF SAID SECTION 20; THENCE SOUTH 89°06' EAST 1227.50 FEET, MORE OR LESS, TO A POINT OF CURVE; THENCE EASTERLY AND SOUTHEASTERLY ON A CURVE TO THE RIGHT HAVING A RADIUS OF 905.98 FEET AND A CENTRAL ANGLE OF 32°36'30" AN ARC DISTANCE OF 515.50 FEET TO A POINT OF TANGENT; THENCE SOUTH 56°29'30" EAST 391.90 FEET TO A POINT OF CURVE; THENCE SOUTHEASTERLY AND EASTERLY ON A CURVE TO LEFT HAVING RADIUS OF 1008.2 FEET AND A CENTER ANGLE OF 30°09'24" AN ARC DISTANCE OF 530.65 FEET TO A POINT IN THE WESTERLY LINE OF SAID COUNTY ROAD KNOWN AS 4300 WEST STREET; THENCE SOUTH 0°26'30" WEST, 1.38 FEET TO THE PLACE OF BEGINNING. CONTAINING 21.90 ACRES, M/L.

# Attachment B: Application.



# Weber County Zoning Map Amendment Application

Application submittals will be accepted by appointment only. (801) 399-8791. 2380 Washington Blvd. Suite 240, Ogden, UT 84401

Date Submitted 5/22/2018	Received By (Office Use)	Added to Map (Office Use)
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## Property Owner Contact Information

Name of Property Owner(s) Baugh Enterprises LLC		Mailing Address of Property Owner(s) 4441 S 4300 W West Haven, Utah 84401
Phone 801-732-8870	Fax	
Email Address		Preferred Method of Written Correspondence <input checked="" type="checkbox"/> Email <input type="checkbox"/> Fax <input type="checkbox"/> Mail

## Authorized Representative Contact Information

Name of Person Authorized to Represent the Property Owner(s) Dan or Tami Baugh		Mailing Address of Authorized Person 4441 S 4300 W West Haven, Utah 84401
Phone 801-732-8870 or 801-698-3113	Fax	
Email Address dansonct53@yahoo.com or tblonghair@gmail.com		Preferred Method of Written Correspondence <input checked="" type="checkbox"/> Email <input type="checkbox"/> Fax <input type="checkbox"/> Mail

## Property Information

Project Name Baugh Business Development	Current Zoning	Proposed Zoning C-2
Approximate Address 4441 S 4300 W West Haven 84401	Land Serial Number(s) 15-055-0023	
Total Acreage 21.9	Current Use vacant	Proposed Use Commercial

## Project Narrative

Describing the project vision.

Baugh Business Development- Retail Shopping Development

- Grocery Store
- Farm and Ranch/Hardware Store.
- Convenience Store/Gas Station
- Bank/Credit Union
- 1-2 Fast Restaurants
- Pizza type restaurant Dine in/Delivery
- Dry Cleaner
- Small Retail Stores such as: Clothing Store, Hallmark, Book Store, Bakery, Yogurt Shop, etc.

The project goal is to give the community a Walk Around Family Friendly Shopping Experience that is closer to schools and homes. It will boost the local economy by providing much needed jobs. It will increase the tax base, thus giving the community options of eventual incorporation, if it so chooses. It will offer restaurants and services not currently easily accessible. It will help the local high school kids by giving them options for lunch and other meals. It will allow the schools greater access to support from the local business community. It will offer options of banking and other needed services.

The goal with this development is to give the local population a Centralized Family Friendly Shopping Experience in keeping with their current and future needs.

**Project Narrative (continued...)**

How is the change in compliance with the General Plan?

In conjunction with the Zoning change, we are asking for the General Plan to be updated to accommodate the Currently proposed use.

Why should the present zoning be changed to allow this proposal?

The Community has grown to the point of necessitating further infrastructure to accommodate the growing needs of the community.

- It would give the community a much needed Grocery Store and Farm & Ranch store within it's boundaries.
- It would give the high school kids another alternative for eating lunch and other meals not eaten at home.
- It would give community members closer dining options.
- It would provide much needed service options such as dry cleaners and a bank or Credit Union.
- It would provide a much needed boost to the community tax base.
- It would bring local jobs.
- It would bring support to the School programs.

**Project Narrative (continued...)**

How does this proposal promote the health, safety and welfare of the inhabitants of Weber County?

- It would give the kids at the high school and also, the community closer options for food, clothing, farm and ranch supplies, banking and fuel. In providing those options at a closer distance, it would reduce accidents by reducing travel.
- It would reduce emissions by reducing travel.
- It would give much needed food options.
- It would provide jobs for the local residents.
- It would benefit residents by offering services not currently within easy access.
- It would allow those with disabilities options of closer proximity and lessen the burden of accessing necessary living needs.
- It would give families an opportunity to spend more time together in reducing the amount of travel to and from schools and grocery stores and restaurants.
- It would offer those visiting the area more options of services while visiting the area.

**Property Owner Affidavit**

I (We), Dan & Tami Baugh (Baugh Enterprises LLC), depose and say that I (we) am (are) the owner(s) of the property identified in this application and that the statements herein contained, the information provided in the attached plans and other exhibits are in all respects true and correct to the best of my (our) knowledge.

Tami Baugh  
(Property Owner)

Dan Baugh  
(Property Owner)

Subscribed and sworn to me this 22 day of May, 2018

Kary C. Serrano  
(Notary)



**Project Narrative (continued...)**

How is the change in the public interest?

It would bring much needed Shopping options.

It would bring dining options.

It would bring new business opportunities.

It would increase jobs in the area.

It would increase the local tax base.

It would increase the local economy, in general.

It would help the schools to have additional business and community support.

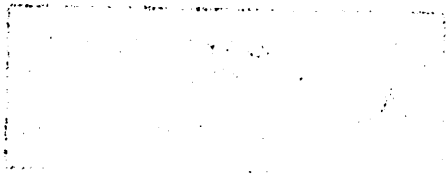
It would increase options for schools and businesses to host events by offering more services available to them.

It would help to give the community the opportunity to incorporate by giving it a stronger tax base, if it so chooses.

What conditions and circumstances have taken place in the general area since the General Plan was adopted to warrant such a change?

There are many more homes in the area and even more proposed.

The growth is here and we need to be proactive to give the community the proper supports.





**Weber County Corporation**

Weber County  
2380 Washington Blvd  
Ogden UT 84401

Customer Receipt	
Receipt Number	77861

Receipt Date
05/22/18

Received From:  
Baugh Enterprises LL

Time: 10:57  
Clerk: tbennett

Description	Comment	Amount
General and re	general and rezone a	\$1,000.00

Payment Type	Quantity	Ref	Amount
CHECK		15550	

AMT TENDERED: \$1,000.00  
 AMT APPLIED: \$1,000.00  
 CHANGE: \$0.00

➤ CHAPTER 22. - NATURAL HAZARD AREAS

➤ Title 110 - SIGNS

CODE COMPARATIVE TABLE 1985 CODE

CODE COMPARATIVE TABLE

STATE LAW REFERENCE TABLE

< Sec. 104-19-6. - Sign regulations.

CHAPTER 21. - COMMERCIAL VALLEY ZONES CV-1 and CV-2 >

**CHAPTER 20. - COMMERCIAL ZONES C-1, C-2, C-3**

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**Sec. 104-20-1. - Purpose and intent.**

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The purpose of the C-1 Neighborhood Commercial, C-2 Community Commercial, and C-3 Regional Commercial Zones is to provide suitable areas for the location of the various types of commercial activity needed to serve the people and commerce of unincorporated Weber County. It is also to separate into three zones uses, based upon type of activity which are compatible and complementary, as well as intensity of land utilization and accessory use needs.

(Ord. of 1956, § 18-1)

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**Sec. 104-20-2. - Site development standards.**

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The following site development standards shall apply to the C-1 Neighborhood Commercial, C-2 Community Commercial, and C-3 Regional Commercial Zones:

	C-1	C-2	C-3
Minimum lot area	none	none	none
Minimum lot width	none	none	none
Minimum yard setbacks			

	Front	20 ft. on streets of less than 80 ft. in width; 50 ft. on streets and highways of 80 ft. or more in width		
	Side	None, except 10 feet adjacent to residential zone boundary		
	Side facing street on corner lot	20 feet	20 feet	20 feet
	Rear	None, except 10 feet where building rears on a residential zone		
Building height				
	Minimum	1 story		
	Maximum	35 ft.	none	none
	Maximum lot coverage	Not over 60 percent of lot area by buildings or accessory buildings		none

(Ord. of 1956, § 18-2; Ord. No. 2-89)

**Sec. 104-20-3. - Sign regulations.**

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The height, size, and location of the permitted signs shall be in accordance with the regulations set forth in title 110, chapter 1, Signs, of this Land Use Code. Permitted signs are listed in section 104-20-5.

(Ord. of 1956, § 18-3)

**Sec. 104-20-4. - Special regulations.**

⋮

- (a) Hereinafter specified permitted and conditional uses shall be permitted only when the following conditions are complied with:
- (1) All manufacturing shall be done within a completely enclosed building.
  - (2) All uses shall be free from objection because of odor, dust, smoke, or noise.
  - (3) In the C-1 Neighborhood Commercial Zone, no entertainment, except recorded music shall be permitted in cafes, cafeterias, ice cream parlors, or restaurants.
- (b) A car wash shall be permitted subject to the following restrictions:
- (1) Operation or use is forbidden between the hours of 10:00 p.m. and 6:00 a.m. on the following morning in C-1 Zones only.
  - (2) There shall not be more than four washing bays for a manual spray car wash in C-1 Zones only.
  - (3) Off-street vehicle storage required as follows:
    - a. One bay car wash, four spaces in the approach lane.
    - b. Two bay car wash, three spaces in the approach lane for each wash bay.
    - c. Three or more bay car wash, two spaces in the approach lane for each wash bay.

(Ord. of 1956, § 18-4)

**Sec. 104-20-5. - Uses.**

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In the following list of possible uses, those designated in any zone as "P" will be a permitted use. Uses designated as "C" will be allowed only when authorized by a conditional use permit obtained as provided in title 108, chapter 4 of this Land Use Code. Uses designated "N" will not be allowed in that zone.

	C-1	C-2	C-3
Accessory building incidental to the use of a main building; main building designed or used to accommodate the main use to which the premises are devoted; and accessory uses customarily incidental to a main use	P	P	P
Air conditioning, sales and service	N	N	P
Altering, pressing and repairing of wearing apparel	P	P	P
Ambulance base stations	N	C	P



Amusement enterprises	N	N	C
X Animal hospital, small animals only and provided it is conducted within completely enclosed building	N	N	C
X Antique, import or souvenir shop	N	P	P
X Archery shop and range, provided it is conducted within completely enclosed building.	N	P	P
X Art and artists supply store	N	P	P
X Athletic and sporting goods store, excluding sale or repair of motor vehicles, motor boats or motors	N	P	P
X Athletic and sporting goods store including sale or repair of motor vehicles, motor boats or motors	N	N	P
X Athletic club	N	P	P
Auction establishment	N	N	C
Automobile repair including paint, body and fender, brake, muffler, upholstery or transmission work, provided it is conducted within completely enclosed building	N	N	P
Automobile, new or used, sales and service	N	N	P
Awning sales and service	N	P	P
Baby formula service	P	P	P
X Bakery manufacture limited to goods retailed on premises	P	P	P
Bakery goods manufacturing	N	N	P
X Bank or financial institution	P	P	P
X Barbershop	P	P	P
Bath and massage establishment	N	P	P

	Beauty culture school	N	N	P
X	Beauty parlor for cats and dogs	N	P	P
X	Beauty shop	P	P	P
	Bed and breakfast inn	N	P	P
	Bed and breakfast hotel	N	C	P
	Beer parlor, sale of draft beer	N	N	C
X	Bicycle sales and service	P	P	P
	Billiard parlor	N	N	P
X	Blue printing or photostatting	N	P	P
	Boardinghouse	N	C	P
	Boat sales and service	N	C	P
	Bookbinding	N	N	P
X	Bookstore, retail	P	P	P
	Bottling and distribution plant	N	N	P
X	Bowling alley ?	N	C	P
	Boxing arena	N	N	P
X	Building materials sales or yard <i>Ace Hardware with Lumber</i>	N	N	P
	Bus terminal	N	P	P
	Cabaret	N	N	C
X	Cafe or cafeteria	P	P	P
	Camera store	P	P	P

Candy manufacture	N	N	P
X Candy store, confectionery	P	P	P
X Carbonated water sales	N	P	P
Carpenter and cabinet shop	N	N	P
Carpet and rug cleaning	N	N	P
X Carpet, rug and linoleum service <i>Carpet Sales</i>	N	P	P
X Car wash, laundry type <i>Drive thru</i>	N	C	P
X Car wash, manual spray	C	P	P
Cash register sales and service	N	P	P
X Catering establishment	N	P	P
X China, crystal and silver shop	C	P	P
Christmas tree sales	P	P	P
X Church	N	C	P
Church, temporary revival	N	C	C
Circus, carnival or other transient amusement	N	N	C
? X Cleaning and dyeing establishment <i>Drycleaners</i>	N	P	P
X Clinics, medical or dental	P	P	P
X Clothing and accessory store	N	P	P
X Coal and fuel sales office <i>Gas Station</i>	N	N	P
X Communication equipment building <i>Existing</i>	N	P	P

Contractor shop, provided work is conducted within a completely enclosed building	N	N	P
Costume rental	N	P	P
X Dairy products store	P	P	P
Dance hall	N	N	C
Data processing service and supplies	N	P	P
X Delicatessen	P	P	P
X Department store <i>Cal Ranch type   Perice Country Store</i>	N	P	P
Detective agency	P	P	P
Diaper service, including cleaning	N	P	P
Drapery and curtain store	N	P	P
X Drive it yourself agency or business	N	P	P
X Drugstore	P	P	P
X Dry cleaning establishment	N	N	P
X Dry cleaning pickup station	P	P	P
Dwelling unit as part of a commercial building for proprietor or employee who also serves as a night watchman provided that 3,000 sq. ft. of green area is provided for the family	C	C	N
X Educational institution	N	P	P
Educational/institutional identification sign	C	C	C
Egg and poultry store, providing no live bird slaughtering or eviscerating permitted	P	P	P
X Electrical and heating appliances and fixtures sales and service	N	P	P

*Ho means - Pickup*  
*Drop off*  
*\*NOT w/ CHEMICALS*  
*ONSITE.*

X Electronic equipment sales and service	N	P	P
Employment agency	N	P	P
Express and transfer service	N	N	C
X Fabric and textile store	P	P	P
Farm implement sales	N	N	P
Film exchange establishment	P	P	P
X Five and ten cent store <i>Dollar Store</i>	P	P	P
X Florist shop	P	P	P
Frozen food lockers, incidental to a grocery store or food business	P	P	P
X Fruit store or stand	P	P	P
X Furniture sales <del>and repair</del>	N	P	P
Fur apparel sales, storage or repair	N	P	P
X Garden supplies and plant materials sales	P	P	P
X Gift store	P	P	P
X Glass sales and service	N	P	P
X Government buildings or uses, nonindustrial	C	P	P
X Greenhouse and nursery; soil and lawn service	N	P	P
X Grocery store	P	P	P
X Gunsmith	N	P	P
X Gymnasium	N	P	P
X Hardware stores	N	P	P

X Health club	N	P	P
X Health food store	P	P	P
Heliport	N	C	C
X Hobby and crafts store	P	P	P
X Hospital supplies	N	P	P
Hotel	N	C	P
X House cleaning and repair	N	P	P
X House equipment display	N	P	P
X Household appliance sales and incidental service	N	C	P
Household pets, dwelling units only	P	P	P
Ice cream manufacture	N	N	P
X Ice cream parlor	P	P	P
Ice manufacture and storage	N	N	P
X Ice store or vending station	P	P	P
Insulation sales	N	P	P
X Insurance agency	N	P	P
X Interior decorator and designing establishment	N	P	P
Janitor service and supply	N	P	P
X Jewelry store sales and service	P	P	P
Knitting mills	N	N	C
X Laboratory, dental or medical	N	P	P

*within hardware store*

Laundry or dry cleaners, laundromat type	P	P	P
X Laundry or dry cleaning establishment	N	N	P
Launderette or laundromat	P	P	P
X Lawn mower sales and service <i>Old Ranch etc</i>	N	P	P
X Leather goods, sales and service	N	P	P
X Legal office	N	P	P
X Library	P	P	P
X Linen store	N	P	P
Linen supply service	N	N	P
Liquor store	N	C	C
X Locksmith	P	P	P
Lodge or social hall	N	P	P
Lodginghouse	N	C	P
Lounge	N	N	C
X Luggage store	N	P	P
Lumber yard <i>As part of Ace Hardware</i>	N	N	C
Machine shop operations incidental to any use permitted in C 3 district	N	N	P
X Manufacture of goods retailed on premises	N	C	C
Meat custom cutting and wrapping excluding slaughtering	N	C	C
Meat, fish and seafood store	P	P	P
X Medical office	P	P	P

Millinery	N	P	P
Miniature golf	N	N	C
Mobile home sales	N	C	P
Mobile home service	N	N	P
Monument works and sales	N	P	P
Mortuary	N	C	P
Motel	N	C	P
Motorboat sales and service	N	C	P
Motorcycle and motor scooters sales and service	N	C	P
Museum	C	P	P
X Music store	N	P	P
X Needlework, embroidery or knitting store	P	P	P
Newsstand	P	P	P
Nightclub or social club	N	N	C
Notion store	P	P	P
X Novelty store	N	P	P
X Nursery school	C	P	P
X Office in which goods or merchandise are not commercially created, exchanged or sold	N	P	P
X Office supply	N	P	P
X Office machines sales and service	N	P	P



	Oil burner shop	N	N	C
X	Optometrist, optician or oculist	P	P	P
	Ornamental iron sales or repair	N	C	P
X	Paint or wallpaper store <i>See Hardware</i>	N	P	P
	Paperhanger shop	N	P	P
	Park and playground	P	P	P
	Parking lot or garage for passenger automobiles	C	C	C
	Pawnshop	N	N	P
	Penny arcade	N	N	C
	Pest control and extermination	N	P	P
X	Pet and pet supply store	N	P	P
X	Pharmacy	P	P	P
X	Photographic supplies	P	P	P
	Photo studio	P	P	P
X	Physician or surgeon <i>OFFICE / URGENT CARE / NOW CARE</i>	P	P	P
	Pie manufacture	N	P	P
	Plumbing shop	N	C	P
	Pony ring, without stables	N	N	C
	Pool hall	N	N	P
X	Popcorn or nut shop	P	P	P
X	Post office	C	P	P

	Printing, lithographing publishing or reproductions sales and services	N	C	P
/	Private liquor club	N	N	C
X	Professional office	N	P	P
X	Public utilities substation	C	C	C
X	Public building	P	P	P
	Radio and television sales and service	C	P	P
	Radio, television of FM broadcasting station	N	P	P
X	Real estate agency	N	P	P
X	Reception center or wedding chapel	N	C	P
X	Recreation center	N	C	P
	Recreational vehicle storage	C	C	P
	Rental agency for home and garden equipment	N	P	P
X	Restaurant	P	P	P
X	Restaurant, drive in <i>Fast food</i>	N	P	P
	Roller skating rink	N	C	P
	Roofing sales or shop	N	P	P
X	Secondhand store	N	P	P
X	Seed and feed store, retail	N	P	P
X	Service station, automobile excluding painting, body and fender and upholstery work	P	P	P
X	Service station automobile with rotating brush car wash as accessory use	P	P	P

✓ Sewing machine sale and service	N	P	P
Sheet metal shop and retinning, provided all operations are conducted within completely enclosed bldg.	N	N	C
✗ Shoe repair or shoe shine shop	P	P	P
✗ Shoe store	N	P	P
Shooting gallery	N	N	P
Sign manufacture or sign painting	N	N	P
Sign, animated	*P	P	P
Sign, business	P	P	P
Sign, flat	P	P	P
Sign, construction project	P	P	P
Sign, directional	P	P	P
Sign, freestanding	P	P	P
Sign, identification and information	P	P	P
Sign, marquee	P	P	P
Sign, nameplate	P	P	P
Sign, off premises	N	P	P
Sign, projecting	P	P	P
Sign, roof	N	P	P
Sign, temporary	P	P	P
Sign, wall	P	P	P

X Supermarket	50,000 sq ft	P	P	P
*only time and temperature animated sign in C-1 Zone				
X Tailor shop		N	P	P
Tavern		N	N	C
Taxicab stand		P	P	P
Taxidermist		N	P	P
Telegraph office		P	P	P
Temporary building for uses incidental to construction work. Such buildings shall be removed upon the completion of the construction work.		P	P	P
X Theatre, indoor		N	P	P
Theatre, outdoor		N	N	C
Tire recapping or retreading sales and service		N	N	C
Tobacco shop		P	P	P
Tool design (precision) repair and manufacture		N	N	C
X Toy store, retail		P	P	P
Trade or industrial school		N	C	P
Trailer sales and service		N	N	P
X Travel agency		P	P	P
Truck terminal		N	N	C
X Upholstery shop		C	P	P
Used car lot		N	N	C

X Variety store	P	P	P
X Vegetable store or stand	P	P	P
Vendor, short term (see definition under 1-6)	P	P	P
Ventilating equipment sales and service	N	C	P
Warehouse storage	N	N	P
Weather stripping shop	N	P	P
Welding shop	N	N	C
Wholesale business	N	N	P
X Window washing establishment	N	P	P

(Ord. of 1956, § 18-5; Ord. No. 10-83; Ord. No. 2-85; Ord. No. 16-89; Ord. No. 95-19; Ord. No. 96-42; Ord. No. 97-20; Ord. No. 20-94; Ord. No. 30-94; Ord. No. 2015-7, Exh. A, 5-5-2015)

—

# Attachment C: Planning Commission Staff Report



# Staff Report to the Western Weber Planning Commission

Weber County Planning Division

## Synopsis

### Application Information

**Application Request:** To consider and take action on ZMA 2018-03, a request to amend the zone map to rezone approximately 22 acres from A-1 to C-2 at approximately 4311 West 1200 South.  
**Agenda Date:** Tuesday, August 14, 2018  
**Applicant:** Dan and Tami Baugh  
**File Number:** ZMA 2018-03

### Property Information

**Approximate Address:** 4311 West 1200 South  
**Zoning:** The area is currently Agricultural (A-1)  
**Existing Land Use:** Agricultural  
**Proposed Land Use:** Commercial  
**Township, Range, Section:** T6N, R2W, Sections 20

### Adjacent Land Use

<b>North:</b> Commercial/Residential/Agricultural	<b>South:</b> Railroad
<b>East:</b> Residential/Agricultural	<b>West:</b> Residential/Agricultural

### Staff Information

**Report Presenter:** Charles Ewert  
cewert@webercountyutah.gov  
801-399-8767  
**Report Reviewer:** RG

## Applicable Ordinances

§102-5: Rezoning Procedures

## Proposal History

This proposal was presented at public hearing to the Western Weber Planning Commission on July 10, 2018. At the time only a hearing was held. The details of the application were not quite ready for final recommendation from the Planning Commission.

## Legislative Decisions

When the Planning Commission is acting as a recommending body to the County Commission, it is acting in a legislative capacity and has wide discretion. Examples of legislative actions are general plan, zoning map, and land use code amendments. Legislative actions require that the Planning Commission give a recommendation to the County Commission. For this circumstance, criteria for recommendations in a legislative matter require compatibility with the general plan and existing ordinances.

## Background and summary

This application is concerning a change to the weber county zone map. In the July 10<sup>th</sup> planning commission hearing this was packaged into a bigger decision regarding also changing the general plan in order to support this rezone proposal. Staff have split those issues into two separate reports and two separate decisions. This report is one.

Weber County Code §102-5-2 requires a change to the zone map to comply with the general plan. The analysis herein offers a number of alternatives from which the planning commission may choose. Regardless of the planning commission's decision, it should be found to comply with the general plan. The proposed zone change does not comply with the current general plan's future land use map or the current plan's commercial land use directives.

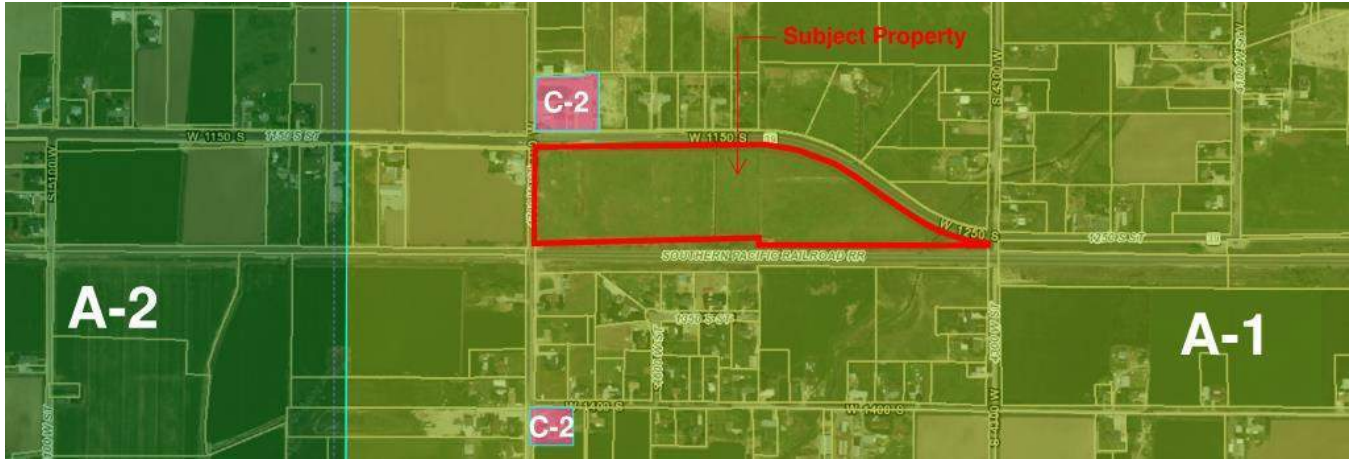
That map and the plan's text should be changed in accordance with the planning commission's desired outcome for this item prior to making a decision on this item.

## Summary of Planning Commission Considerations

In order to streamline decision making and in an attempt to keep the infinite options narrow enough to make a reasonable decision, staff are offering four different alternative recommendations at this time and an analysis of each. There are certainly more possible outcomes and if the planning commission would like to consider more it can be discussed in the meeting or in future meetings.

First, an understanding of the existing conditions is important. **Figure 1**<sup>1</sup> offers the current zoning for the area with an aerial overlay generally depicting current land uses in the area. The subject parcel is outlined in red.

**Figure 1: Generally existing conditions and current zoning.**



The properties to the north are zoned C-2 (commercial) and A-1, with commercial, residential, and agricultural operations occurring. The property to the east is zoned A-1 with residential and agricultural uses occurring. The property immediately to the south is owned by the Union Pacific Railroad. The railroad is on a berm which offers a physical buffer between this parcel the other parcels southward. The properties to the west are predominately agriculture, with a few small residential uses. The property is bounded by 12<sup>th</sup> Street on the north, 4300 West on the east, and 4700 West on the west.

### *Alternative one: No general plan amendment*

The current general plan text calls for an additional 7-14 acres of land to be rezoned in this area, and the plan's future land use map calls for 15 acres. The plan calls for a rezone to either the existing C-1 zone, or to another "mixed-use zone designed to support small community center uses."<sup>2</sup> Neither of these zones perfectly support the applicant's request to be zoned to the C-2 zone.<sup>3</sup> The current plan expressly rejects the C-2 zone for this area.<sup>4</sup>

Rather than rezoning the entire 22-acre parcel to a new zone, the planning commission may desire to apply the 14-15 acres specified by the current general plan to just this parcel. There is some concern from the public that doing this might not follow the exact intent of the drafters of the current general plan. This concern is based on an inference that the 14-15 acres of commercial zoning should be shared equally across the four corners of the intersection of 4700 West and 12<sup>th</sup> Street. The plan text and future land use map does not clearly support or refute this inference. If the planning commission desires to take the plan at face value without this inference, then making a finding regarding the planning commission's currently desired interpretation and implementation of the plan should suffice to support a positive recommendation for this alternative. A possible map of this 14-15 acre rezone could appear as in **Figure 2**<sup>5</sup>.

<sup>1</sup> See also Exhibit B

<sup>2</sup> West Central Weber County General, p. 2-15

<sup>3</sup> See Exhibit A, the application for the rezone, to get an understanding of the type of development the applicant desires.

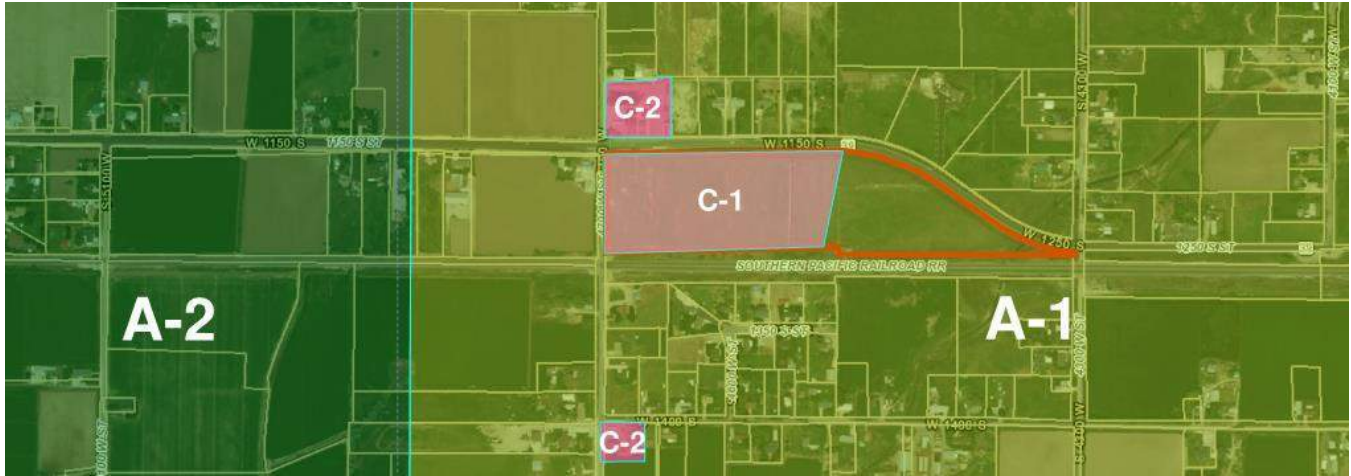
<sup>4</sup> See **Exhibit F** to review the different uses allowed between the C-1 and C-2 zones. The uses with heavier intensities and automobile oriented uses are generally found more in the C-2 zone than the C-1 zone.

<sup>5</sup> See also Exhibit C



The applicant has suggested being amenable to a park parcel on the eastern part of the property. With this alternative the county will not likely have a development agreement with the applicant and it is unlikely that the County will receive commitments for this park parcel.

**Figure 2: Alternative one, rezone to C-1 in accordance with existing general plan.**



*Alternative two: Rezone to C-2, but with a development agreement for a small village.*

The property could potentially be rezoned to the C-2 zone, but run with a development agreement that restricts the heavier-intensity uses that the general plan discourages in favor of mixed use village oriented uses. This is the alternative that planning staff presented to the planning commission in their July 10<sup>th</sup> public hearing. For this option, the general plan would need to be amended to remove the specific C-2 zone restriction for the area and focus a little more on pedestrian oriented commercial village development. A review of the applicant’s narrative shows that this would support their application-proposed outcomes, as they are requesting a rezone to the C-2 zone specifically for a convenience store, grocery store, farm store, and drive-up restaurant use(s), but have also indicated in their narrative that they prefer a walkable family oriented neighborhood development over other heavier intensity commercial uses. It has come to staff’s attention, however, that the applicant may no longer desire the development restrictions that would ensure attainment of this outcome.

If this alternative suits the planning commission’s preference, then the following specific details could be considered for a development agreement<sup>6</sup>:

- Restriction of uses and size of those uses to ensure the development remains at the neighborhood scale.
- Pedestrian accommodations throughout the development and shade trees.
- Street oriented retail uses (at a time in the future when the market supports).
- Parking lot development standards with shade trees and other vegetation breaks in the asphalt.
- Architectural standards, building treatments, building openings, and the style of buildings or build accents.
- Direction and placement of vehicle oriented commercial uses to obscure drive up windows and uses like car washes, etc.
- Public spaces.
- A park parcel.
- Public improvements along public streets.
- Water, sewer, and storm water accommodations.
- Any identified utility and services obligations.
- General layout of the site.

**Figure 3<sup>7</sup>** offers a graphic review of the zone map if this option is preferred.

<sup>6</sup> See Exhibit E for a review of an incomplete and rough development agreement that could potentially be completed and applied to the property with a C-2 rezone.

<sup>7</sup> See also Exhibit D.

**Figure 3: Alternative two, rezone to C-2 (with or without a development agreement).**



*Alternative three: Rezone to C-2 with no additional requirements*

The property could be rezoned to the C-2 zone without any additional considerations. To make a recommendation on this alternative the general plan will need to be amended to allow C-2 zoning in this area.

The benefits of this alternative is that any commercial use listed in the C-2 zone<sup>8</sup> would be allowed by right. This opens a host of commercial opportunities for the site and relies on the private market to determine what commercial use(s) will be built. Any commercial development onsite would still be subject to the County’s design review ordinance, which has a few higher-level generic regulations guiding site development (parking, landscaping, traffic, advertising, and building and site layout). All uses listed as a “P” in the C-2 zone would still be subject to these generic standards. Any use listed as a “C” in the C-2 zone would be subject to these standards and the standards of the conditional use ordinance, which will help the planning commission mitigate the higher-level impacts of any proposed use onsite.

A consequence of this alternative is there is very little predictability as to how development will be shaped or what the final uses will actually be on this site. If the county is hopeful to get retail uses on the site, this rezone offers no such guarantee. Once the rezone has occurred the land owner will be entitled to develop in accordance with the uses and standards of the ordinances, and no greater restriction on use or no greater detailed standard can be later applied to offer the county or the public a more predictable outcome. For example, the C-2 zone will allow all 22 acres to become a used car sales lot. It would also allow the entire site to be a non-retail based use like an office park or hospital clinic. There is no reliable predictability that a “community village” will occur, as currently recommended by the general plan. This may have eventual effect on the mass and scale of what is proposed onsite – both in the terms of the variety of onsite uses (if any) and the size of that(those) use(s) on the property. Traffic impacts, sewer impacts, water impacts, and firefighting impacts of heavier intensity commercial uses will all need to be considered at a later time – and are highly dependent on the owner’s ability to fund future improvements in a manner that demonstrates compliance with regulations of various development review agencies. **Figure 3**<sup>9</sup> offers a graphic review of the zone map if this option is adopted (which is that same as alternative two, but without the development agreement).

As previously mentioned, the applicant has suggested being amenable to a park parcel on the eastern part of the property. With this alternative the county will not likely have a development agreement with the applicant and it is unlikely that the County will receive commitments for this park parcel.

*Alternative four: Deny the application.*

This application could be denied. Support for a denial can range from the application not being in compliance with the current general plan, lack of community support, and lack of changed or changing conditions meriting the need for the rezone. During the planning commission’s public hearing on June 10<sup>th</sup>, it seemed as if this was the favorable

<sup>8</sup> See Exhibit F to review the different uses allowed between the C-1 and C-2 zones. The uses with heavier intensities and automobile oriented uses are generally found more in the C-2 zone than the C-1 zone.

<sup>9</sup> See also Exhibit D.

outcome from the majority of the public who commented. The primary reason they said they desire this alternative was not based on general opposition to potential development at this site, but rather that the current general plan was created with significantly more public involvement than this requested rezone (and general plan amendment). They felt it would be a public disservice to change the plan or zone without a broader review of the entire general plan with the entire general public participating, as they did when developing the current plan.

## Staff Recommendation

Any of the following recommendations could lead to quality community outcomes – depending on the development desires of the planning commission and, ultimately, the county commission. Recommendation on alternative one and four have the greatest potential for support under the general plan – but two and three could be supportable if the plan is first modified accordingly.

If the Planning Commission desires to forward a positive recommendation to the County Commission on alternative one, staff recommends doing so with the following findings:

1. That the rezone is supported by the planning commission's interpretation and desired application of the general plan.
2. That the rezone has sufficient support from the public.
3. That the rezone will offer necessary and essential community services for the surrounding areas.
4. That changed and changing conditions exist that merit the need for the proposed commercial area.
5. That the rezone is not detrimental to the health, safety, or general welfare of the public.

If the Planning Commission desires to forward a positive recommendation to the County Commission on alternative two, staff recommends doing so with the following findings:

1. That after recent changes to the general plan's future land use map and plan text, the rezone complies with general plan.
2. That the rezone has sufficient support from the public.
3. That the rezone is better administered through a development agreement that assists the resulting development to comply with the intent of the general plan.
4. That the rezone will offer necessary and essential community services for the surrounding areas.
5. That changed and changing conditions exist that merit the need for the proposed commercial area.
6. That the rezone is not detrimental to the health, safety, or general welfare of the public.

If the Planning Commission desires to forward a positive recommendation to the County Commission on alternative three, staff recommends doing so with the following findings:

1. That after recent changes to the general plan's future land use map and plan text, the rezone complies with general plan.
2. That the rezone has sufficient support from the public.
3. That the rezone will likely offer necessary and essential community services for the surrounding areas.
4. That changed and changing conditions exist that merit the need for the proposed commercial area.
5. That the detrimental effects of the rezone to the health, safety, or general welfare of the public can be sufficiently offset by the existing development review process.

If the Planning Commission desires to forward a recommendation for denial to the County Commission, staff recommends doing so with the following findings:

1. That the rezone is inconsistent with the current general plan.

2. That change or changing conditions do not exist in the area sufficient to merit the rezone at this time.
3. That there is insufficient public support for the rezone at this time.
4. That prior to any further rezone review, a re-review of the West Central Weber County General Plan should be conducted to determine the greater-public's desires regarding development at this location.

## Exhibits

Exhibit A: Application.

Exhibit B: Generally existing conditions and current zoning.

Exhibit C: Alternative one, rezone to C-1 in accordance with existing general plan.

Exhibit D: Alternative two, rezone to C-2 (with or without a development agreement).

Exhibit E: Incomplete development agreement for development.

Exhibit F: A review of the different uses allowed between the C-1 and C-2 zones.

## Weber County Zoning Map Amendment Application

Application submittals will be accepted by appointment only. (801) 399-8791. 2380 Washington Blvd. Suite 240, Ogden, UT 84401

Date Submitted 5/22/2018	Received By (Office Use)	Added to Map (Office Use)
<b>Property Owner Contact Information</b>		
Name of Property Owner(s) Baugh Enterprises LLC		Mailing Address of Property Owner(s) 4441 S 4300 W West Haven, Utah 84401
Phone 801-732-8870	Fax	
Email Address	Preferred Method of Written Correspondence <input checked="" type="checkbox"/> Email <input type="checkbox"/> Fax <input type="checkbox"/> Mail	
<b>Authorized Representative Contact Information</b>		
Name of Person Authorized to Represent the Property Owner(s) Dan or Tami Baugh		Mailing Address of Authorized Person 4441 S 4300 W West Haven, Utah 84401
Phone 801-732-8870 or 801-698-3113	Fax	
Email Address dansonct53@yahoo.com or tblonghair@gmail.com	Preferred Method of Written Correspondence <input checked="" type="checkbox"/> Email <input type="checkbox"/> Fax <input type="checkbox"/> Mail	
<b>Property Information</b>		
Project Name Baugh Business Development	Current Zoning	Proposed Zoning C-2
Approximate Address 4441 S 4300 W West Haven 84401	Land Serial Number(s) 15-055-0023	
Total Acreage 21.9	Current Use vacant	Proposed Use Commercial
<b>Project Narrative</b>		
<p>Describing the project vision.</p> <p>Baugh Business Development- Retail Shopping Development</p> <ul style="list-style-type: none"> <li>-Grocery Store</li> <li>-Farm and Ranch/Hardware Store.</li> <li>-Convenience Store/Gas Station</li> <li>-Bank/Credit Union</li> <li>-1-2 Fast Restaurants</li> <li>-Pizza type restaurant Dine in/Delivery</li> <li>-Dry Cleaner</li> <li>-Small Retail Stores such as: Clothing Store, Hallmark, Book Store, Bakery, Yogurt Shop, etc.</li> </ul> <p>The project goal is to give the community a Walk Around Family Friendly Shopping Experience that is closer to schools and homes. It will boost the local economy by providing much needed jobs. It will increase the tax base, thus giving the community options of eventual incorporation, if it so chooses. It will offer restaurants and services not currently easily accessible. It will help the local high school kids by giving them options for lunch and other meals. It will allow the schools greater access to support from the local business community. It will offer options of banking and other needed services.</p> <p>The goal with this development is to give the local population a Centralized Family Friendly Shopping Experience in keeping with their current and future needs.</p>		

**Project Narrative (continued...)**

How is the change in compliance with the General Plan?  
In conjunction with the Zoning change, we are asking for the General Plan to be updated to accommodate the Currently proposed use.

Why should the present zoning be changed to allow this proposal?

The Community has grown to the point of necessitating further Infrastructure to accommodate the growing needs of the community.

- It would give the community a much needed Grocery Store and Farm & Ranch store within it's boundaries.
- It would give the high school kids another alternative for eating lunch and other meals not eaten at home.
- It would give community members closer dining options.
- It would provide much needed service options such as dry cleaners and a bank or Credit Union.
- It would provide a much needed boost to the community tax base.
- It would bring local jobs.
- It would bring support to the School programs.

**Project Narrative (continued...)**

How does this proposal promote the health, safety and welfare of the inhabitants of Weber County?

- It would give the kids at the high school and also, the community closer options for food, clothing, farm and ranch supplies, banking and fuel. In providing those options at a closer distance, it would reduce accidents by reducing travel.
- It would reduce emissions by reducing travel.
- It would give much needed food options.
- It would provide jobs for the local residents.
- It would benefit residents by offering services not currently within easy access.
- It would allow those with disabilities options of closer proximity and lessen the burden of accessing necessary living needs.
- It would give families an opportunity to spend more time together in reducing the amount of travel to and from schools and grocery stores and restaurants.
- It would offer those visiting the area more options of services while visiting the area.

**Property Owner Affidavit**

I (We), Dan & Tami Baugh (Baugh Enterprises LLC), depose and say that I (we) am (are) the owner(s) of the property identified in this application and that the statements herein contained, the information provided in the attached plans and other exhibits are in all respects true and correct to the best of my (our) knowledge.

Tami Baugh  
(Property Owner)

Dan Baugh  
(Property Owner)

Subscribed and sworn to me this 22 day of May, 2018

Kary C. Serrano  
(Notary)



**Project Narrative (continued...)**

How is the change in the public interest?

It would bring much needed Shopping options.

it would bring dining options.

It would bring new business opportunities.

It would Increase jobs In the area.

It would Increase the local tax base.

It would Increase the local economy, In general.

It would help the schools to have additional business and community support.

It would increase options for schools and businesses to host events by offering more services available to them.

It would help to give the community the opportunity to incorporate by giving It a stronger tax base, if it so chooses.

What conditions and circumstances have taken place in the general area since the General Plan was adopted to warrant such a change?

There are many more homes In the area and even more proposed.

The growth Is here and we need to be proactive to give the community the proper supports.







**Weber County Corporation**

Weber County  
2380 Washington Blvd  
Ogden UT 84401

Exhibit A: Application. Page 5 of 5

<b>Customer Receipt</b>	
Receipt Number	<b>77861</b>

<b>Receipt Date</b>
<b>05/22/18</b>

Received From:  
Baugh Enterprises LL

Time: 10:57  
Clerk: tbennett

Description	Comment	Amount
General and re	general and rezone a	\$1,000.00

Payment Type	Quantity	Ref	Amount
CHECK		15550	

AMT TENDERED: \$1,000.00  
 AMT APPLIED: \$1,000.00  
 CHANGE: \$0.00

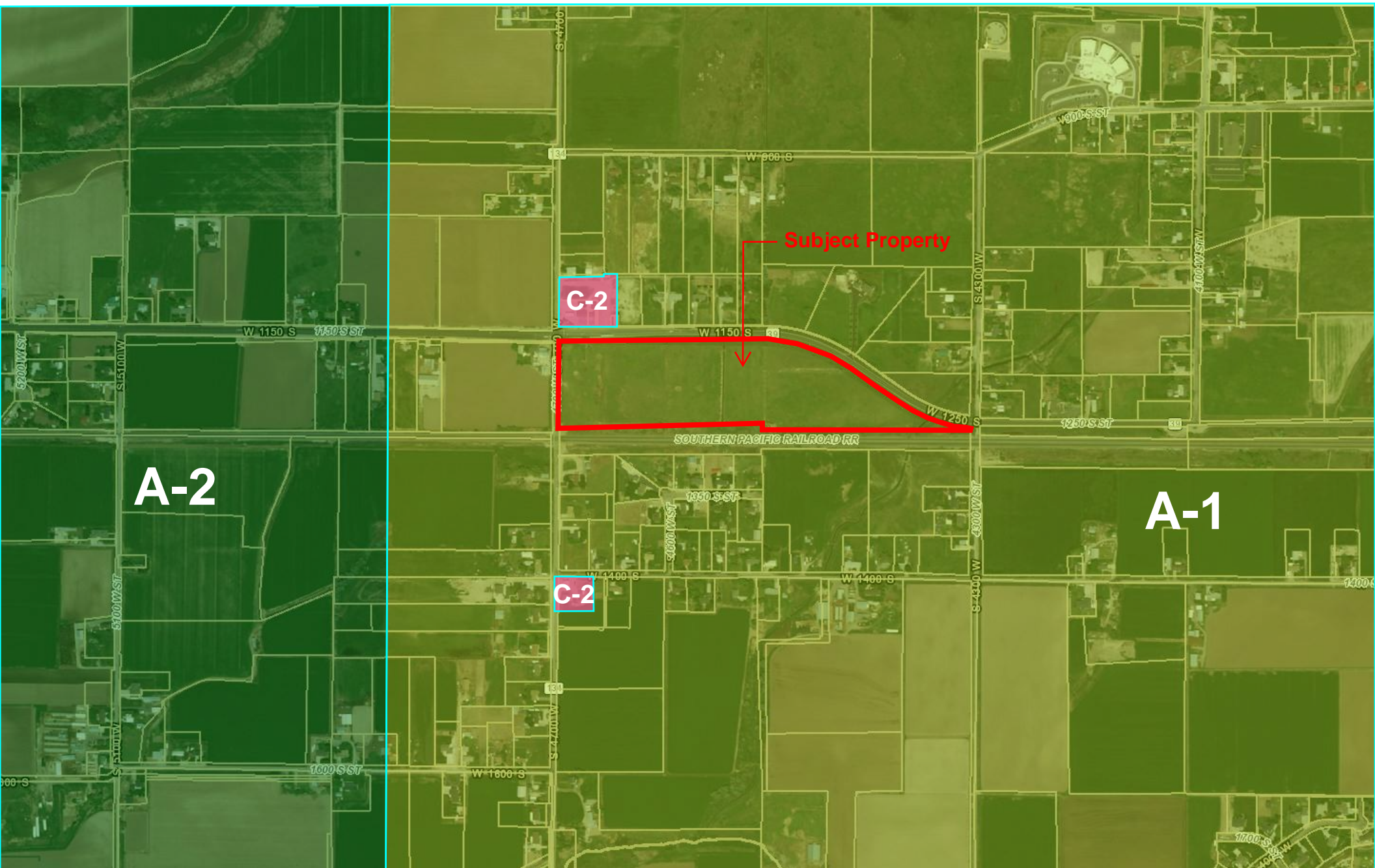
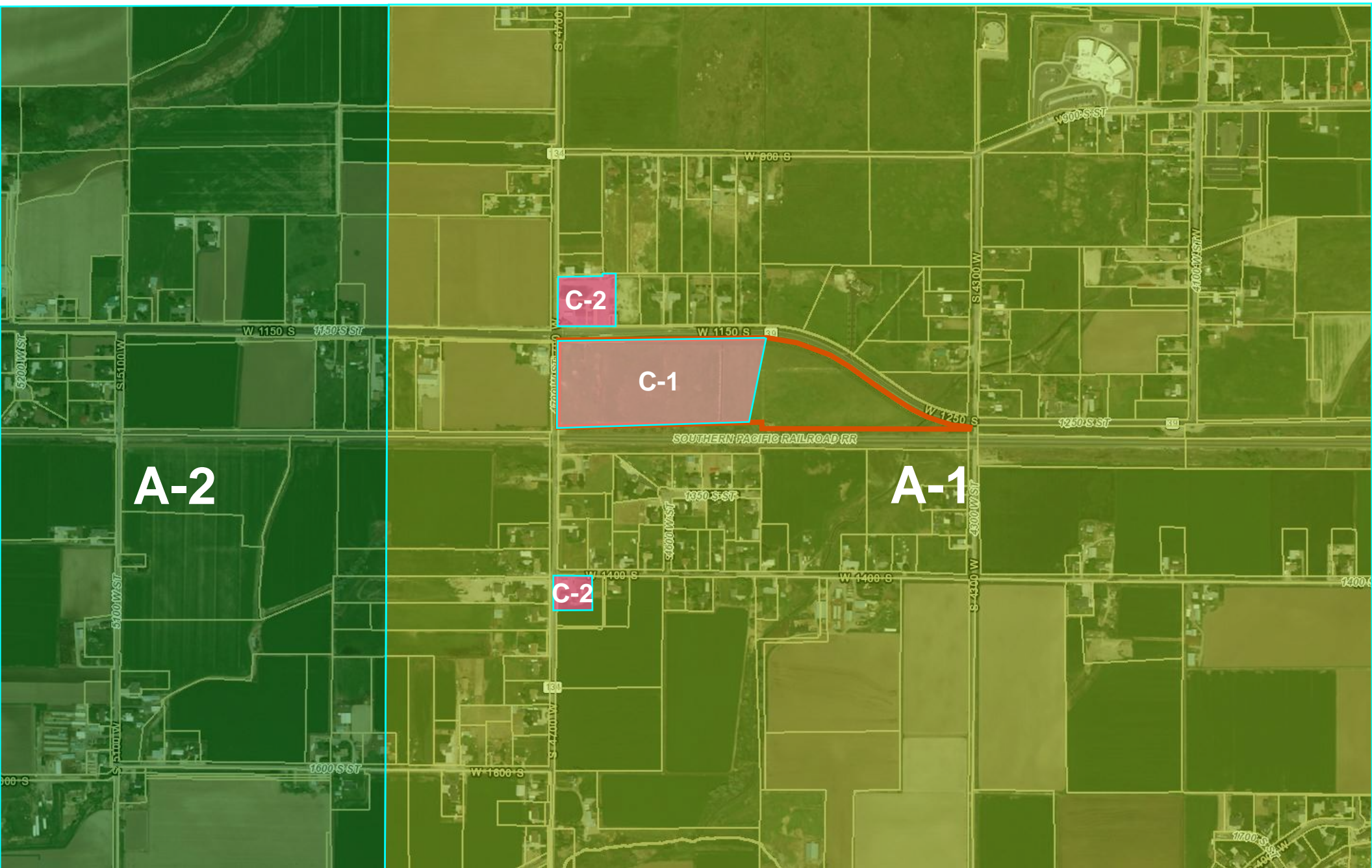


Exhibit C: Alternative one, rezone to C-1 in accordance with existing general plan.





**ZONING DEVELOPMENT AGREEMENT**

**FOR THE**

**[name of development]**

**Dated \_\_\_\_\_, 2018**

## TABLE OF CONTENTS

**WHEN RECORDED, RETURN TO**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**ZONING DEVELOPMENT AGREEMENT**

**FOR THE**

**[name of development]**

**WEBER COUNTY, UTAH**

**DATED \_\_\_\_\_, 2018**

THIS ZONING DEVELOPMENT AGREEMENT (“ZDA”) is made and entered as of the \_\_\_\_ day of \_\_\_\_\_, 2018, by and between Weber County, a political subdivision of the State of Utah (“County”), and Baugh Enterprises, LLC, a Utah limited liability company (“Master Developer”), as the owner and developer of a long term, mixed use, master planned project known as [name of development] (the “Project”). The County and Master Developer are sometimes collectively referred to in this ZDA as the “Parties.”

**RECITALS**

A. The capitalized terms used in these Recitals are defined in Section 1.2, below.

B. Master Developer is the owner of approximately 21.9 acres of real property located within the unincorporated boundaries of the County as more fully described in Exhibit A (the “Property”) on which it proposes to develop the Project.

C. Simultaneous to the execution of the ZDA the County has zoned the Property [INSERT ZONE NAME], which requires a mixed use development to be implemented through a development agreement.

D. Master Developer, or the successors or heirs of the Property, is willing to design and construct the Project in a manner that is in harmony with and intended to promote the long range policies, goals, and objectives of the Western Weber Planning Area’s general plan, zoning, and development regulations in order to receive the benefits of vesting for certain uses and zoning designations under the terms of the ZDA, as more fully set forth below.

E. Master Developer and the County desire that the Property be developed in a unified and consistent fashion pursuant to memorialize the relationship between them viz. a viz. certain transactions, entitlements, dedications, and other requirements which are necessary for the Project.

F. Development of the Property will include all or part of the Intended Uses, as specified in this ZDA.

G. Development of the Project as a master planned development pursuant to this ZDA is acknowledged by the parties to be consistent with the Act, and the Code, and operate to the benefit of the County, Master Developer, and the general public.

H. The County Commission has reviewed this ZDA and determined that it is consistent with the Act, the Code as applied to the Property.

I. Development of the Property pursuant to this ZDA will also result in significant benefits to the Master Developer by providing assurances to Master Developer that it will have the ability to develop the Property in accordance with this ZDA.

J. Master Developer and the County have cooperated in the preparation of this ZDA.

K. The parties desire to enter into this ZDA to specify the rights and responsibilities of the Master Developer to develop the Property as part of the Project as expressed in this ZDA and the rights and responsibilities of the County to allow and regulate such development pursuant to the requirements of the ZDA.

L. The parties understand and intend that this ZDA is a “development agreement” within the meaning of, and entered into pursuant to the terms of Utah Code Ann., §17-27a-102.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the County and Developer hereby agree to the following:

## TERMS

### 1. Incorporation of Recitals and Exhibits/Definitions.

1.1. **Incorporation.** The foregoing Recitals and Exhibits **A-XXX** are hereby incorporated into this ZDA.

1.2. **Definitions.** As used in this ZDA, the words and phrases specified below shall have the following meanings:

1.2.1. **Act** means the County Land Use, Development, and Management Act, Utah Code Ann. §§17-27a-101, *et seq.*

1.2.2. **Administrative Action** means and includes any changes or modifications to the Exhibits to this ZDA or other action that may be approved by the Administrator as provided in Section 17.

1.2.3. **Administrator** means the Weber County Planning Division Director.

1.2.4. **Applicant** means a person or entity submitting a Development Application, a Modification Application or a request for an Administrative Decision.

1.2.5. **Backbone Improvements** means those improvements that are necessary for the overall development of the Project but for which may not be received as Project Infrastructure subject to an individual parcel's Development Application. These improvements are generally necessary for the logical and efficient development of the property over time. Depending on the specific and final configuration of an approved site plan, this may include internal circulation routes in the event lack of circulation routes yields insufficient egress or cross-accessibility throughout the site. This shall include all items specified herein as Backbone Improvements.



**1.2.6.** shown as such in the Master Plan and which are, generally, infrastructure improvements of a comprehensive scale that are a part of the overall development of the Property and not merely a part of the development of any particular Subdivision or Design Review.

**1.2.7. Building Permit** means a permit issued by the County to allow construction, erection, or structural alteration of any building, structure, private or public infrastructure, Project Infrastructure on any portion of the Project, or to construct any Off-Site Infrastructure.

**1.2.8. Buildout** means the completion of all of the development on all of the Property for all of the Project.

**1.2.9. CC&R** means the Conditions, Covenants, and Restrictions regarding certain aspects of design and construction on the Property to be recorded in the chain of title on the Property.

**1.2.10. XXX Zone** means the XXX zone for the Property.

**1.2.11. Code** means the County's Code containing its land use regulations adopted pursuant to the Act.

**1.2.12. County** means Weber County, a political subdivision of the State of Utah.

**1.2.13. County Consultants** means those outside consultants employed by the County in various specialized disciplines such as traffic, hydrology, legal, or drainage for reviewing certain aspects of the development of the Project.

**1.2.14. County Laws** means the ordinances, policies, standards, and procedures of the County related to zoning, subdivisions, development, public improvements, and other similar or related matters that have been and may be adopted in the future.

**1.2.15. [Design Review]**

**1.2.16. Board of County Commissioners** means the elected County Commission of Weber County.

**1.2.17. Default** means a material breach of this ZDA.

**1.2.18. Denied** means a formal denial issued by the final decision-making body of the County for a particular type of Development Application but does not include review comments or "redlines" by County Staff.

**1.2.19. Development Standards** means a set of standards approved by the County as a part of the approval of the Master Plan and this ZDA controlling certain aspects of the design and construction of the development of Property including setbacks, building sizes, height limitations, parking and signage; and, the design and construction standards for buildings, roadways, and infrastructure.

**1.2.20. Development Application** means an application to the County for development of a portion of the Project including a Subdivision, a [Design Review], a Building Permit, or any other permit, certificate, or other authorization from the County required for development of the Project.

**1.2.21. Development Report** means a report containing the information specified in Sections 4.3 and 4.4 submitted to the County by Master Developer for the development by

Master Developer of any Parcel or Subarea or for the sale of any parcel to a Subdeveloper or the submittal of a Development Application by a Subdeveloper pursuant to an assignment from Master Developer.

**1.2.22. Dwelling, Short Term Rental or Lease** means the use, occupancy, rent or lease, for direct or indirect remuneration, of a Residential Dwelling Unit for an effective term of less than thirty (30) days.

**1.2.23. Final Plat** means the recordable map or other graphical representation of land prepared in accordance with Utah Code Ann. §17-27a-603, and the County's subdivision ordinance, which has been approved by the County, effectuating a Subdivision of any portion of the Property.

**1.2.24. Property Owner's Association(s) (or "POA(s)")** means one or more associations formed pursuant to Utah law to perform the functions of an association of property owners.

**1.2.25. Hotel** means a building designed with more than five (5) rooms each of which is intended to be occupied by guests who are lodging for compensation generally for a period of less than thirty (30) consecutive days. A hotel may include other facilities that are ancillary to the hotel use such as a dining room/restaurant/club for guests or members of the public, convention facilities/meeting rooms, a facility for exercise or spa treatments, a pool and other similar facilities traditionally associated with hotels.

**1.2.26. Impact Fees** means those fees, assessments, or payments of money imposed by the County as a condition on development activity as specified in Utah Code Ann., §§ 11-36-101, et seq.

**1.2.27. Intended Uses** means those permitted and conditional uses identified in the Master Plan, all of which are allowed under the **XXX zone**.

**1.2.28. Master Developer** means **Baugh Enterprises, LLC, a** Utah limited liability company and its assignees or transferees as permitted by the ZDA.

**1.2.29. Master Plan** means **Exhibit "B,"** a comprehensive conceptual master plan for the Project which is hereby approved by the County as part of this ZDA that sets forth general guidelines for the proposed future development of the Property.

**1.2.30. [ZDA]** means this Zoning Development Agreement including all of its Exhibits.

**1.2.31. Modification Application** means an application to amend this ZDA (not including those changes which may be made by Administrative Action).

**1.2.32. Non-County Agency** means a governmental or quasi-governmental entity, other than those of the County, which has jurisdiction over the approval of any aspect of the Project.

**1.2.33. Notice** means any notice to or from any party to this ZDA that is either required or permitted to be given to another party.

**1.2.34. [Park?]**

**1.2.35. Outsourc[e][ing]** means the process of the County contracting with County Consultants to provide technical support in the review and approval of the various aspects of a Development Application as is more fully set out in this ZDA.

**1.2.36. Parcel** means a Subarea identified on the Master Plan or proposed in a Development Application for development of a particular type of Intended Use that is not an individually developable lot.

**1.2.37. Pathway ...**

**1.2.38. Phase** means the development of a portion of the Project at a point in a logical sequence as determined by Master Developer.

**1.2.39. Planning Commission**

**1.2.40. Project** means the development to be constructed on the Property pursuant to this ZDA with the associated public and private facilities, Intended Uses, Densities, Phases, and all of the other aspects approved as part of this ZDA including its exhibits.

**1.2.41. Project Infrastructure** means those items of public or private infrastructure which are specified in this ZDA, by the Code, or as a condition of the approval of a Development Application because that are necessary for development of the Property such as local roads or utilities and that are located on the portion of the Property which is subject to a Development Application.

**1.2.42. Property** means the real property subject to this ZDA as more fully described in Exhibit "A."

**1.2.43. Protected Pedestrian Access(ibility)** means a walkway that is separated from the adjacent motor-vehicle infrastructure by either a grade separation, such as a raised sidewalk or by a minimum park-strip width of two feet. The walkway shall be lined with shade trees of a species determined by Master Developer and planted at maximum distance such that the canopy will offer 50% shade on the walkway during afternoon hours. If the walkway is not grade separated, then the two-foot park strip shall also be lined with drought tolerant ornamental grasses that help provide a visual break between the motor vehicle infrastructure and the walkway.

**1.2.44. Residential Dwelling Unit** means a unit intended to be occupied for long term residential living purposes; one single-family residential dwelling and each separate unit in a multi-family dwelling, apartment building, or condominium equals one Residential Dwelling Unit.

**1.2.45. Subarea** means an area designated on the Master Plan for future residential development.

**1.2.46. Subdeveloper** means an entity not "related" (as determined by Internal Revenue Service regulations) to Master Developer which purchases a Parcel for development.

**1.2.47. Subdivision** means the division of any portion of the Project into a subdivision pursuant to State Law and/or the Code.

**1.2.48. Subdivision Application** means the application to create a subdivision.

2. **Effect of this ZDA.** This ZDA shall be the sole agreement between the parties for the development of the Property, except those future agreements reasonably necessary to execute this agreement or the Code.

3. **Development of the Project.** Development of the Project shall be in accordance with the County Laws, and this ZDA and its Exhibits. In the event of a conflict between the County's Laws and this ZDA, the more specific provisions of the ZDA and its Exhibits shall control. The County

acknowledges that the Master Plan satisfies the requirement under the Code for approval of a concept plan for the development of the Property as referenced in Title 102, Chapter 5, Rezone Procedures of the Code.

4. **Intended Uses.** The uses permitted in the Project include only those in the following list. These uses are determined to be consistent with the uses allowed in the **zone** even though some have been re-termed, revised, refined, or consolidated. Unless otherwise specified, each use shall be limited to no more than 20,000 square feet of total floor area.
- 4.1. *Amusement activity and entertainment facility.* Amusement activity and entertainment facility with uses including or reasonably related to indoor amusement activities such as bowling, lasertag, arcade, and other indoor amusement or entertainment activities normally found in these facilities. All activities shall be located inside a building.
  - 4.2. *Animal hospital.* Animal hospital for small animals such as cats and dogs and similarly sized domesticated animals, provided it is conducted within a completely enclosed building.
  - 4.3. *Animal grooming services.* Animal grooming services for small animals such as cats and dogs and similarly sized domesticated animals.
  - 4.4. *Archery store and range.* Archery store and range provided it is conducted within completely enclosed building.
  - 4.5. *Apparel repair and service.* The professional cleaning, altering, or repairing of apparel.
  - 4.6. *Appliance repair or service.* The professional repair or service of appliances or electronic equipment commonly found in household or small-office settings.
  - 4.7. *Athletic gym.* Athletic gym.
  - 4.8. *Bakery.* Bakery store and general bakery, excluding routine large-scale food production not intended for onsite sales.
  - 4.9. *Beauty and grooming services.* Professional grooming and aesthetician services.
  - 4.10. *Car wash.* Car wash, provided the drive-through and stacking lanes, if any, are on the opposite side of the building from 12<sup>th</sup> Street, or obscured from view of 12<sup>th</sup> Street with other buildings.
  - 4.11. *Institutional community gathering place.* An institutional gathering place intended for the general gathering of residents in the general area, such as a church or other local nonprofit organization.
  - 4.12. *Educational institution.* Educational institution, having a total floor area not to exceed 40,000 square feet.
  - 4.13. *Farm store.* A store with a primary purpose of offering sales or services intended to support agricultural operations. The store shall have a total floor area not to exceed 50,000 square feet. All product and other material shall be stored indoors, except a garden area or greenhouse maybe located outside to the side or rear of the store and any fencing of the area shall either completely obscure the area from view or be constructed of black wrought iron. The garden area or greenhouse shall be included as floor area in the floor area calculation.

- 4.14. *Farmer's market.* The outdoor sales of goods, provided it occurs in an area that does not inhibit the convenient flow of vehicle or pedestrian traffic in the Project area.
- 4.15. *Financial institution.* Financial institution, provided the drive-through and stacking lanes, if any, are on the opposite side of the building from 12<sup>th</sup> Street, or obscured from view of 12<sup>th</sup> Street with other buildings.
- 4.16. *Firearms repair and service.* The professional cleaning, altering, or repairing of firearms.
- 4.17. *Food and catering services.* Food and catering services, excluding routine large-scale food production not intended for typical catering events.
- 4.18. *Food establishment.* Food establishment, including restaurants, coffee or soda shops, and other food or drink preparation establishment where food or drinks are prepared onsite and sold onsite. Drive-through and stacking lanes, if any, shall either not be located on the same side of the building as 12<sup>th</sup> Street, or completely obscured from view of 12<sup>th</sup> Street with other buildings.
- 4.19. *Fruit and vegetable store or stand.* Fruit and vegetable store or stand.
- 4.20. *Furniture repair.* The repair, service, or upholstering of furniture commonly found in household or office settings.
- 4.21. *Gas station.* Gas station and related convenience store, provided if located on a parcel that fronts on 12<sup>th</sup> Street or 4700 West, the convenience store structure shall be located closer to the street(s) than the gas canopy structure and gas pumps. Buffering the parcel with another parcel to avoid this requirement shall not be permitted.
- 4.22. *Grocery store.* Grocery store, having a total floor area not to exceed 50,000 square feet.
- 4.23. *Hardware and/or houseware store.* Retail sales of hardwares, housewares, and building materials, provided all product and other material is stored indoors, with no outdoor storage allowed.
- 4.24. *Library.* Public or private library.
- 4.25. *Locksmith.* Locksmith services.
- 4.26. *Medical, dental, or vision office.* Medical or dental office.
- 4.27. *Medical, dental, or vision laboratory.* Medical or dental laboratory.
- 4.28. *Medical clinic or emergency services.* Facility for emergency medical services for out-patient care, with no overnight accommodations. If combined with medical, dental, or vision office the facility may have a total floor area not to exceed 40,000 square feet.
- 4.29. *Office or office building.* Building or facility providing general office space for uses not otherwise listed in this section, provided no goods or merchandise are manufactured onsite.
- 4.30. *Package or letter shipping service.* Shipping or mailing services for small parcels or letters.

- 4.31. *Pharmacy.* Pharmacy facility. Drive-through and stacking lanes, if any, shall either not be located on the same side of the building as 12<sup>th</sup> Street, or completely obscured from view of 12<sup>th</sup> Street with other buildings.
- 4.32. *Print and copy services.* Printing and copying services and other reasonably related services that are open to the general public.
- 4.33. *Public utilities substation.* A public utility substation, provided all equipment is located within a building or is disguised in a manner such that the average person cannot discern the utility use when viewed from outside the Project area.
- 4.34. *Reception center.* A reception center for general reception services. All events shall be located inside a building.
- 4.35. *Recreation center.* Community recreation center having a total floor area not to exceed 40,000 square feet.
- 4.36. *Retail store, general.* The general indoor retail sales of goods not otherwise specified in these Intended Uses. Limited outdoor sales may occasionally occur immediately outside the main entrance of the store on a pedestrian sidewalk or walkway, provided it does not limit the flow of pedestrian traffic. Service or repair of product sold onsite may occur indoors, excluding repair or service of motor vehicles of any type, provided it consumes no greater than 25% of the store's total floor area.
- 4.37. *Sporting goods sales, repair, or service.* The sales, repair or service of sporting, recreation, or athletic equipment, excluding repair or service of motor vehicles of any type except small electric-engine vehicles such as e-bikes or similar.
- 4.38. *Theater, indoor.* Indoor theater.

5. **Zoning and Vested Rights.**

5.1. **Vested Rights Granted by Approval of this ZDA.** Master Developer shall have the vested right to develop and construct the Project on the Property in accordance with the XX Zone and the Intended Uses, Total Approved Residential Units including density and intensity, Development Standards and other matters specifically addressed in the Master Plan subject to compliance with the terms and conditions of this ZDA and other applicable County Laws as more fully set forth in this ZDA. The Parties intend that the rights granted to Master Developer under this ZDA are contractual and also those rights that exist under statute, common law and at equity. The parties specifically intend that this ZDA grants to Master Developer "vested rights" as that term is construed in Utah's common law and pursuant to Utah Code Ann., §17-27a-508.

5.1.1. **Examples of Exceptions to Vested Rights.** The Parties understand and agree that the Project will be required to comply with future changes to County Laws that do not limit or interfere with the vested rights granted pursuant to the terms of this Agreement. The following are examples for illustrative purposes of a non-exhaustive list of the type of future laws that may be enacted by the County that would be applicable to the Project:

- 5.1.1.1. **Master Developer Agreement.** Future laws that Master Developer agrees in writing to the application thereof to the Project;
- 5.1.1.2. **Compliance with State and Federal Laws.** Future laws which are generally applicable to all properties in the County and which are

required to comply with State and Federal laws and regulations affecting the Project;

- 5.1.1.3. Safety Code Updates. Future laws that are updates or amendments to existing building, plumbing, mechanical, electrical, dangerous buildings, drainage, or similar construction or safety related codes, such as the International Building Code, the APWA Specifications, AAHSTO Standards, the Manual of Uniform Traffic Control Devices or similar standards that are generated by a nationally or statewide recognized construction/safety organization, or by the State or Federal governments and are required to meet legitimate concerns related to public health, safety or welfare; or
- 5.1.1.4. Taxes. Taxes, or modifications thereto, so long as such taxes are lawfully imposed and charged uniformly by the County to all properties, applications, persons and entities similarly situated.
- 5.1.1.5. Fees. Changes to the amounts of fees for the processing of Development Applications that are generally applicable to all development within the County (or a portion of the County as specified in the lawfully adopted fee schedule) and which are adopted pursuant to State law.
- 5.1.1.6. Impact Fees. Impact Fees or modifications thereto which are lawfully adopted, imposed and collected.

**5.2. Reserved Legislative Powers.** Master Developer acknowledges that the County is restricted in its authority to limit its police powers by contract and that the limitations, reservations and exceptions set forth herein are intended to reserve to the County all of its police power that cannot be so limited. Notwithstanding the retained power of the County to enact such legislation under its police powers, any such legislation shall only be applied to modify the vested rights of Master Developer as referenced in section 5.1 above under the terms of this ZDA based upon policies, facts and circumstances meeting the compelling, countervailing public interest exception to the vested rights doctrine in the State of Utah as codified in Utah Code Ann. § 17-27a-508. Any such proposed change affecting the vested rights of the Project shall be of general application to all development activity in the County; and unless in good faith the County declares an emergency, Master Developer shall be entitled to prior written notice and an opportunity to be heard with respect to the proposed change and its applicability to the Project under the compelling, countervailing public interest exception to the vested rights doctrine.

**5.3. Term of Agreement.** The term of this ZDA shall be until December 31, 2028 unless earlier terminated or modified by written amendment as set forth below. If, on December 31, 2028, the Master Developer has not been notified of any Default, or if any Default is in the process of being cured as provided herein, then the term shall be automatically extended until December 31, 2033. This ZDA shall also terminate automatically at Buildout.

## **6. Approval Processes for Development Applications.**

**6.1. Phasing.** The County acknowledges that Master Developer, assignees of Master Developer, and/or Subdevelopers who have purchased Parcels of the Property may submit multiple applications from time-to-time to develop and/or construct portions of the Master Plan for the Project in phases as long as each phase provides for the logical extension of the road system, infrastructure and utilities through the Project as approved

by the County in compliance with the terms of this ZDA and other applicable provisions of the County Laws.

- 6.2. **Processing Under County Laws.** Approval processes for Development Applications shall be as provided in the County Laws except as otherwise provided in this ZDA. Development Applications shall be approved by the County if they comply with the County Laws and conform to this ZDA.
- 6.3. **County's Cooperation in Processing Development Applications.** The County shall cooperate reasonably in promptly and fairly processing Development Applications.
- 6.4. **Non-County Agency Reviews.** If any aspect or a portion of a Development Application is governed exclusively by a Non-County Agency an approval for these aspects shall only be reviewed by the County to confirm compliance with this ZDA and the County Laws. The Applicant shall timely notify the County of any such submittals and promptly provide the County with a copy of the requested submissions. The County may only grant final approval for any Development Application subject to compliance by Applicant with any conditions required for such Non-County Agency's approval.
- 6.5. **Acceptance of Certifications Required for Development Applications.** Any Development Application requiring the signature, endorsement, or certification and/or stamping by a person holding a license or professional certification required by the State of Utah in a particular discipline shall be so signed, endorsed, certified or stamped signifying that the contents of the Development Application comply with the applicable regulatory standards of the County. The Development Application shall thus generally only be reviewed by the County to confirm compliance with this ZDA and the County Laws. It is not the intent of this Section to preclude the normal process of review by the County, such as the Planning Department, County Engineer, County Attorney, County Surveyor, etc, "redlining", commenting on or suggesting alternatives to the proposed designs or specifications in the Development Application. Generally, the County should endeavor to make all of its redlines, comments or suggestions at the time of the first review of the Development Application unless any changes to the Development Application or new information is becomes known that raise new issues that need to be addressed.
- 6.6. **Expert Review of Certifications Required for Development Applications.** If the County, notwithstanding such a certification by Applicant's experts, subjects the Development Application to a review by County Consultants then payment of the reasonable and actual costs of the County Consultants' review shall be the responsibility of Applicant.
- 6.7. **Independent Technical Analyses for Development Applications.** If the County needs technical expertise beyond the County's internal resources to determine impacts of a Development Application such as for structures, bridges, water tanks, "threatened and endangered species," or any other matters specified by the County in writing as being extraordinary circumstances which are not required by the County's Vested Laws to be certified by such experts as part of a Development Application, the County may engage such experts as County Consultants with the actual and reasonable costs being the responsibility of Applicant.
- 6.8. **County Denial of a Development Application.**
  - 6.8.1. **Staff Denial or Recommendation for Denial.** If the County staff intends to deny or recommend denial of a Development Application, the County staff shall provide a written explanation advising the Applicant of the reasons for recommending denial including specifying the reasons the County staff believes



that the Development Application is not consistent with this ZDA, the Master Plan and/or the County Laws.

**6.8.2. Meet and Confer regarding Development Application Denials.** The County and Applicant shall meet within fifteen (30) business days of any recommendation for denial by the County staff to resolve the issues specified in the recommendation for denial of a Development Application.

**6.8.3. County Denials of Development Applications Based on Denials from Non-County Agencies.** If the County's denial of a Development Application is based on the denial of the Development Application by a Non-County Agency, any such denial may be appealed by Master Developer through the appropriate procedures for such a decision as provided in the Code.

**6.9. Parcel Sales.** Master Developer may obtain approval of a Subdivision that does not create any individually developable lots in the Parcel without being subject to any requirement in the County Laws to complete or provide security for the Project Infrastructure at the time of such subdivision except that the County may require as a part of the Subdivision of the Parcel the construction of perimeter infrastructure such as curb and gutter, sidewalks and fire hydrants if reasonably necessary given the location of the Parcel Sale in relation to other development and the respective timing of the completion of such developments. The responsibility for completing and providing security for completion of any Project Infrastructure in the Parcel shall be that of the Developer or a Subdeveloper upon a further Subdivision of the Parcel that creates individually developable lots.

## **7. Public Improvements.**

**7.1. Backbone Improvements.** The following are backbone improvements and shall be installed prior to the first certificate of occupancy.

**7.1.1. Right-of-Way Dedication and Construction of 12<sup>th</sup> Street and 4700 West.** As part of this Agreement, Master Developer agrees to dedicate, at no cost to the County, such additional right of way as may be necessary to preserve a full fifty-five feet (55') half width along the entire frontage of the Property adjacent to 4700 West and 12<sup>th</sup> Street for the future widening of these streets. The County, after consultation with the Utah Department of Transportation (UDOT), reserves the sole right to require the widening and completion of these streets in compliance with adopted standards, including but not limited to curb, gutter, drainage facilities, park strips, street trees, space for street parking, and a pathway as specified in Section 9.3 or, at the County's option, a sidewalk. If required, these improvements shall be installed prior to 30 percent of the Project area's build-out, or when a traffic study proves it necessary.

**7.1.1.1. Deferral Agreement.** At the County's sole discretion, these public improvements may be deferred to a later time of the County's choosing. Installation and associated costs at that time shall be the responsibility of the Master Developer, or his successors or assigns of Property.

**7.1.2. Sanitary Sewer.** Prior to issuance of the first building permit for the Project, Master Developer shall have the right and the obligation to construct or cause to be constructed a sanitary sewer main extension to and across the Property. The main shall be of sufficient size and capacity to adequately serve the Property at full build-out. Master Developer hereby agrees to not protest an annexation into a local sewer district, if deemed required by the County, and to pay all costs

associated with the annexation. In the event provision of sanitary sewer facilities requires cooperation with the Union Pacific Railroad, Master Developer shall be responsible for acquiring all approvals necessary.

- 7.1.3. **Culinary and Secondary Water.** Prior to issuance of the first building permit for the Project, Master Developer shall have the right and the obligation to construct or cause to be constructed culinary water and secondary water infrastructure to and across the Property. Master Developer recognizes that the County does not provide culinary or secondary water to the area. Master Developer agrees to independently secure both culinary and secondary water from an approved culinary water provider. Master Developer or Subdeveloper shall provide the County with a will-serve letter from the culinary water provider with any Development Application. No certificate of occupancy shall be issued unless or until the culinary water and secondary water providers have provided the County with written approval of the physical construction of water infrastructure.
- 7.1.4. **Storm Water.** Prior to issuance of the first certificate of occupancy, Master Developer shall have the right and obligation to install a storm water drainage and detention system sufficient to support the storm water and drainage needs of the Project. The system shall be sized to support the anticipated storm water and drainage detention needs of the Project at full build-out such that multiple drainage or detention facilities are avoided in the future.
- 7.1.5. **Public Park.** Master Developer agrees to reserve a community park parcel, as generally shown on the Master Plan, at the eastern corner of the property. This public park shall be offered for donation to the County, a local park district, or other County-approved public or nonprofit entity. In the event no entity decides to receive ownership of the park, Master Developer shall be responsible for setting up a Property Owner's Association for the pro rata common ownership, operations, and maintenance of the public park by owners of the Property. The park may be transferred to a County-approved public or nonprofit entity at any time, which shall relieve the association from operations and maintenance. The area of the public park may also be used for storm water storage.
  - 7.1.5.1. **Required Park Parcel Improvements.** The Master Developer shall be responsible for constructing a tree-lined walkway around the exterior perimeter of the park parcel with shade trees and benches at reasonable intervals as determined by the Master Developer, but no less than four of each. The Trail specified in Section 9.3 may be used to satisfy part of this requirement. At least 50% of the park shall be landscaped in turf grass and shall be sprinkle irrigated.
- 7.1.6. **Pathways.** Master Developer agrees to install a 10 wide asphalt or concrete pathway loop around the perimeter of the Parcel, generally lining 12<sup>th</sup> Street on the north, 4700 West on the west, and the railroad right of way on the south.
  - 7.1.6.1. **Pathway on Existing Streets.** Master Developer shall install a 10-foot-wide asphalt or concrete pathway parallel and abutting both 4700 West Street and 12<sup>th</sup> Street. The pathway shall be located within the public right-of-way provided consent and permitting from UDOT. Alternatively, the pathway may be located in a public easement abutting and parallel to the public right-of-way for these streets.
  - 7.1.6.2. **Pathway along Rail Road Right-of-Way.** Master Developer shall install a foot-wide asphalt or concrete pathway parallel and abutting

the current rail road right of way on the southern extent of the Parcel. This pathway shall connect from 4700 West to 4300 West, and be connected to the pathways along 4700 West and 12<sup>th</sup> Street.

**7.1.6.3. Pathway Easement.** The Pathway easement shall be no less than 12 feet wide at any point, and wider when required by the County for reasonable and necessary operations and maintenance of the pathway or for necessary public safety improvements. The pathway shall be dedicated to the County as part of Subdivision recordation or Design Review approval. The pathway shall be constructed along the entire length of these streets prior to receiving the first certificate of occupancy on the Property.

**7.1.6.4. Pathway Shade Trees.** The pathway loop shall be lined with shade trees such that the canopy will offer approximately 50% shade on the walkway during afternoon hours. If the trees are located within the public right-of-way the County shall determine the species and planting distances between the trees necessary to meet this standard. If the trees are located on the Property, the developer may determine the species and maximum distance from each other sufficient to meet the 50% standard of this Section, provided, however that the County determines that the selected species does not create an unreasonable or unmitigatable conflict with public infrastructure.

**7.2. Utilities and Project Infrastructure.** Master Developer shall have the right and the obligation to construct or cause to be constructed and installed all portions of the Project Infrastructure which are required as a condition of approval of the Development Application. Master Developer has an obligation to gain relevant utility provider approval for the Project. County has no obligation to assist Master Developer gain utility provider approval, but shall not unreasonably oppose or prohibit utility line extension to the Project when the utility is reasonably necessary to support the Project.

**7.3. Approval of Infrastructure as a Part of a Development Approval.** Any Development Application for a Subdivision or a Design Review shall include a plan for constructing the Project Infrastructure and shall demonstrate that the proposed Project Infrastructure is compatible with the overall development of the Project at Buildout.

**7.3.1. Review by County.** The County shall promptly review the proposed Project Infrastructure to determine its compatibility with the overall development of the Project at Buildout in accordance applicable with County Laws, the Master Plan and this ZDA.

**7.3.2. Resolution of Disputes Regarding Project Infrastructure.** If the County determines that the proposed Project Infrastructure is not compatible with the overall development of the Project at Buildout in accordance with applicable County Laws, the Master Plan and this ZDA, then any such dispute shall be subject to the meet and confer provisions of Section 6.8.2.

**8. Other Improvements and Construction Requirements.**

**8.1. County and Other Governmental Agency Permits.** Before beginning construction or development of any buildings, structures or other work or improvements upon any portion of the Project, Master Developer or a Subdeveloper shall, at its expense, secure, or cause to be secured, any and all permits which may be required by the County or any other governmental entity having jurisdiction over the work. The County shall reasonably

cooperate with the Master Developer or a Subdeveloper in seeking to secure such permits from other governmental entities.

- 8.2. Landscaping and Vegetation.** Master Developer shall provide landscaping and vegetation to all parts of the Property as required by the Code, including the landscape and screening requirements of §108-2, Ogden Valley Architectural, Landscape, and Screening Design Standards of the Code, which is hereby applicable to the property by reference herein.
- 8.2.1. Vegetation.** In the event any vegetation required by this section dies the Master Developer, or the resulting successor or heir, shall be responsible for replacing it during the next available planting season.
- 8.3. Architectural theme.** The architectural theme of the project is agrarian. All buildings shall be constructed with design features and of building materials normally found in high quality agrarian architecture. Exhibit XXX offers examples of agrarian styles that are acceptable for this project. Buildings shall be designed as follows:
- 8.3.1. Rooflines.** At least 50 percent of rooflines and roof pitches shall offer agrarian styling. Rooflines shall be broken at least every 100 feet.
- 8.3.2. Building wall massing.** Shear-wall massing of building facades shall be broken at least every 50 feet.
- 8.3.3. Building facades.** All facades of a building shall have equal consideration in architectural design, except those facades that directly front on and are within 30 feet of the southern boundary of the Project.
- 8.3.4. Fenestration.** All facades within 10 feet of the building's foundation shall have at least 60% fenestration.
- 8.3.5. Building Height.** The maximum height of any building shall be 40 feet, except as may be allowed by Section 9 of this ZDA.
- 8.4. Site design.**
- 8.4.1. Street-oriented buildings.** 12<sup>th</sup> Street and 4700 West shall be part of the pedestrian-oriented commercial/retail experience. As such, at least 60 percent of the Project frontage along each street, excluding the frontage of the park parcel referenced in 8.1.4, shall be reserved for street-oriented buildings to be built at a time of the Master Developer's choosing. The following additional standards shall apply:
- 8.4.1.1. Reserved Space for Street-Oriented Buildings.** No major infrastructure or other buildings or non-right-of-way parking areas may be located within 70 feet of either street except buildings that comply with this part.
- 8.4.1.2. Setback and Entrances.** Street-oriented buildings shall be designed with a primary entrance that opens onto the pathway referenced in 8.1.5, and shall be setback from the pathway no more than 10 feet, except 20 feet if offering outdoor dining area or public gathering space adjacent to the pathway.

- 8.4.1.3. Other Entrances. Other primary entrances of street-oriented buildings may be located on other facades of the building.
- 8.4.1.4. Pedestrian Openings Between Street-Oriented Buildings. The maximum distance between street-oriented buildings shall be 30 feet. The entire distance between buildings shall be reserved for pedestrian accessways from the pathway to the interior of the development.
- 8.4.1.5. Visual and Vehicular Openings Between Street-Oriented Buildings. Despite the provisions of part 9.4.1.3 of this section, up to two openings between buildings on 12<sup>th</sup> Street may exceed 30 feet, provided the total of the two do not exceed more than 20 percent of the Project frontage along the street, excluding the frontage of the park parcel referenced in 8.1.4. The same standard may be applied for 4700 West. These openings are the intended vehicular access and internal Project visibility from these streets.

**8.4.2. Internal Pedestrian Circulation.** The development of parking lots, internal streets, driveways, or any other motor-vehicle accessway, except an accessway primarily used for freight traffic, shall offer Protected Pedestrian Accessibility. Protected Pedestrian Accessibility shall extend from both 12<sup>th</sup> Streets and 4700 West to the front of all buildings, including efficiently and directly connecting pedestrian accessways between street-oriented buildings referenced in 9.4.1.3 to other buildings in the Project. Protected Pedestrian Accessibility shall be provided through parking areas at reasonable distances necessary to offer patrons easy and inviting access to the Protected Pedestrian Access. Parking areas shall be design such that the Protected Pedestrian Accesses do not become ex post facto storage areas for products, shopping carts, etc. All building fronts shall provide pedestrian walkways along the entire frontage, and each shall offer logical and efficient connections to other pedestrian facilities in the Project. No pedestrian facility shall dead end.

**8.4.3. Cross-Access Easement.** Any Development Application for a Subdivision or a Design Review shall provide cross-access easements from lot to lot or parcel to parcel that offer logical, convenient, and safe two-way vehicle and pedestrian ingress and egress between each resulting parcel of the Property. At a minimum, each parcel shall have two points of ingress and egress. When locating cross-access easements or designing the ingress and egress infrastructure, good faith efforts shall be made to coordinate the location of the cross-access easement with the adjoining lot or parcel owner. Construction of the access points in each cross-access easements shall be completed prior to certificate of occupancy for any structure on the specific lot or parcel. Development on a lot or parcel adjoining a lot or parcel with a cross-access easement shall provide a parallel cross-access easement on the same lot line or parcel line of equal size, and construct the ingress and egress accessway to the same standard.

**8.4.4. Parking.** Master Developer has the right and obligation to install parking facilities as required by Vested Laws. In the event surface parking is insufficient for the uses of the site, Master Developer shall have the right and obligation to create additional parking in the vicinity of the site. County agrees to not oppose a parking structure onsite, provided any part of the structure that is above-ground level shall have building facades that comply with Section 8.3 and be designed to appear as other buildings onsite and not as a parking structure. All surface parking lots shall provide one shade tree per six parking spaces.

- 8.5. Outdoor lighting.** All lighting in the Project area shall comply with requirements of Title 108, Chapter 16: Ogden Valley Outdoor Lighting Ordinance, which is incorporated by reference herein as applicable to the Project.
- 9. Transferable Development Rights.** At the time the County creates a transferable development right program in the Western Weber Planning Area, the County hereby designates this Property as a receiving area for dwelling units. Master Developer may develop triple the number of dwelling units transferred. All dwelling units shall be located above the first story of a building. Maximum building height may be increased to 50 feet if the additional height is used for transferred dwelling units.
- 10. Payment of Fees.**
- 10.1. General Requirement of Payment of Fees.** Master Developer and/or a Subdeveloper shall pay to the County all fees (including, but not limited to, plan review fees, Impact Fees, hookup fees and inspection fees) in amounts specified in the County Laws.
- 11. Provision of Services.** The County shall provide all County services to the Project that it provides from time-to-time to other residents and properties within the County including, but not limited to, police and other emergency services. Such services shall be provided to the Project at the same levels of services, on the same terms and at the same rates as provided to other residents and properties in the County.
- 12. Default.**
- 12.1. Notice.** If Master Developer or a Subdeveloper or the County fails to perform their respective obligations hereunder or to comply with the terms hereof, the party believing that a Default has occurred shall provide Notice to the other party. If the County believes that the Default has been committed by a Subdeveloper then the County shall also provide a courtesy copy of the Notice to Master Developer.
- 12.2. Contents of the Notice of Default. The Notice of Default shall:**
- 12.2.1. Claim of Default.** Specify the claimed event of Default;
- 12.2.2. Identification of Provisions.** Identify with particularity the provisions of any applicable law, rule, regulation or provision of this ZDA that is claimed to be in Default;
- 12.2.3. Specify Materiality.** Identify why the Default is claimed to be material; and
- 12.2.4. Optional Proposed Cure.** If the County chooses, in its discretion, propose a method and time for curing the Default which shall be of no less than sixty (60) days duration.
- 12.3. Meet and Confer.** Upon the issuance of a Notice of Default the parties shall engage in the "Meet and Confer" process specified in Section 6.10.
- 12.4. Remedies.** If the parties are not able to resolve the Default by "Meet and Confer" then the parties may have the following remedies:
- 12.4.1. Legal Remedies.** The rights and remedies available at law and in equity, including injunctive relief and specific performance, but not damages.

- 12.4.2. Enforcement of Security.** The right to draw on any security posted or provided in connection with the Project and relating to remedying of the particular Default.
- 12.4.3. Withholding Further Development Approvals.** The right to withhold all further reviews, approvals, licenses, building permits and/or other permits for development of the Project in the case of a default by Master Developer, or in the case of a default by a Subdeveloper, development of those Parcels owned by the Subdeveloper until the Default has been cured.
- 12.5. Public Meeting.** Before any remedy in Section 15.4 may be imposed by the County the party allegedly in Default shall be afforded the right to attend a public meeting before the County Commission and address the County Commission regarding the claimed Default.
- 12.6. Emergency Defaults.** Anything in this ZDA notwithstanding, if the County Commission finds on the record that a default materially impairs a compelling, countervailing interest of the County and that any delays in imposing such a default would also impair a compelling, countervailing interest of the County then the County may impose the remedies of Section 15.4 without the requirements of Section 15.5. The County shall give Notice to the Developer and/or any applicable Subdeveloper of any public meeting at which an emergency default is to be considered and the Developer and/or any applicable Subdeveloper shall be allowed to address the County Commission at that meeting regarding the claimed emergency Default.
- 12.7. Extended Cure Period.** If any Default cannot be reasonably cured within sixty (60) days, then such cure period shall be extended so long as the defaulting party is pursuing a cure with reasonable diligence.
- 12.8. Cumulative Rights.** The rights and remedies set forth herein shall be cumulative.
- 13. Notices.** All notices required or permitted under this Amended Development Agreement shall, in addition to any other means of transmission, be given in writing by certified mail and regular mail to the following address:

To the Master Developer:

Baugh Enterprises, L.L.C.  
Attn: Dan or Tami Baugh  
4441 South 4300 West  
West Haven, Utah, 84401

To the County:

Weber County  
Attn: County Commission Chair  
2380 Washington BLVD  
Suite 360  
Ogden, Utah 84401

With a copy to:

Chris Crockett  
Deputy County Attorney  
2380 Washington BLVD  
Suite 230  
Ogden, Utah 84401

- 13.1. **Effectiveness Of Notice.** Except as otherwise provided in this ZDA, each Notice shall be effective and shall be deemed delivered on the earlier of:
  - 13.1.1. Physical Delivery. Its actual receipt, if delivered personally, by courier service, or by facsimile provided that a copy of the facsimile Notice is mailed or personally delivered as set forth herein on the same day and the sending party has confirmation of transmission receipt of the Notice).
  - 13.1.2. Electronic Delivery. Its actual receipt if delivered electronically by email provided that a copy of the email is printed out in physical form and mailed or personally delivered as set forth herein on the same day and the sending party has an electronic receipt of the delivery of the Notice
  - 13.1.3. Mail Delivery. On the day the Notice is postmarked for mailing, postage prepaid, by First Class or Certified United States Mail and actually deposited in or delivered to the United States Mail. Any party may change its address for Notice under this ZDA by giving written Notice to the other party in accordance with the provisions of this Section.
14. **Amendment.** Any future amendments to this ZDA shall be considered as Modification Applications subject to the following processes.ZDA
15.
  - 15.1. **Who may Submit Modification Applications.** Only the County and Master Developer or an assignee that succeeds to all of the rights and obligations of Master Developer under this NIDA (and not including a Subdeveloper) may submit a Modification Application.
  - 15.2. **Modification Application Contents. Modification Applications shall:**
    - 15.2.1. Identification of Property. Identify the property or properties affected by the Modification Application.
    - 15.2.2. Description of Effect. Describe the effect of the Modification Application on the affected portions of the Project.
    - 15.2.3. Identification of Non-County Agencies. Identify any Non-County agencies potentially having jurisdiction over the Modification Application.
    - 15.2.4. Map. Provide a map of any affected property and all property within one thousand feet (1000') showing the present or intended uses and density of all such properties.
    - 15.2.5. Fee. Modification Applications shall be accompanied by a fee in an amount reasonably estimated by the County to cover the costs of processing the Modification Application.
  - 15.3. **County Cooperation in Processing Modification Applications.** The County shall cooperate reasonably in promptly and fairly processing Modification Applications.
  - 15.4. **Planning Commission Review of Modification Applications.**
    - 15.4.1. Review. All aspects of a Modification Application required by law to be reviewed by the Planning Commission shall be considered by the Planning Commission as



soon as reasonably possible in light of the nature and/or complexity of the Modification Application.

- 15.4.2. Recommendation. The Planning Commission's vote on the Modification Application shall be only a recommendation and shall not have any binding effect on the consideration of the Modification Application by the County Commission.
- 15.5. **County Commission Review of Modification Application.** After the Planning Commission, if required by law, has made or been deemed to have made its recommendation of the Modification Application the County Commission shall consider the Modification Application.
- 15.6. **County Commission's Denial of Modification Applications.** If the County Commission does not approve the Modification Application, the County Commission shall provide a written explanation advising the Applicant of the reasons for denial including specifying the reasons the County believes that the Modification Application is not consistent with the intent of this ZDA, the Master Plan and/or the County Laws.
- 15.7. **Meet and Confer regarding Modification Applications.** The County Commission and Master Developer shall meet within fifteen (15) business days of any denial to resolve the issues presented by the Modification Application and any of the County Commission's concerns.
- 16. **Estoppel Certificate.** Upon fifteen (15) business days prior written request by Master Developer or a Subdeveloper, the County will execute an estoppel certificate to any third party seeking to purchase all or a portion of the Property or lend funds against the same generally in the form attached as Exhibit "D" certifying that Master Developer or a Subdeveloper, as the case may be, at that time is not in default of the terms of this Agreement.
- 17. **Entire Agreement.** This ZDA, and all Exhibits thereto, is the entire agreement between the Parties and may not be amended or modified except either as provided herein or by a subsequent written amendment signed by all parties.
- 18. **Headings.** The captions used in this ZDA are for convenience only and are not intended to be substantive provisions or evidences of intent.
- 19. **No Third Party Rights/No Joint Venture.** This ZDA does not create a joint venture relationship, partnership or agency relationship between the County and Master Developer. Further, the parties do not intend this ZDA to create any third-party beneficiary rights. The parties acknowledge that this ZDA refers to a private development and that the County has no interest in, responsibility for or duty to any third parties concerning any improvements to the Property unless the County has accepted the dedication of such improvements at which time all rights and responsibilities for the dedicated public improvement shall be the County's.
- 20. **Assignability.** The rights and responsibilities of Master Developer under this ZDA may be assigned in whole or in part by Master Developer with the consent of the County as provided herein.
  - 20.1. **Sales not an Assignment.** Master Developer's selling or conveying lots in any approved Subdivision or Parcels to builders, users, or Subdevelopers, shall not be deemed to be an "assignment" subject to the above-referenced approval by the County unless specifically designated as such an assignment by the Master Developer.
  - 20.2. **Related Party Transfer.** Master Developer's transfer of all or any part of the Property to any entity "related" to Master Developer (as defined by regulations of the Internal

Revenue Service), Master Developer's entry into a joint venture for the development of the Project or Master Developer's pledging of part or all of the Project as security for financing shall also not be deemed to be an "assignment" subject to the above-referenced approval by the County unless specifically designated as such an assignment by the Master Developer. Master Developer shall give the County Notice of any event specified in this sub-section within ten (10) days after the event has occurred. Such Notice shall include providing the County with all necessary contact information for the newly responsible party.

- 20.3. **Notice.** Master Developer shall give Notice to the County of any proposed assignment and provide such information regarding the proposed assignee that the County may reasonably request in making the evaluation permitted under this Section. Such Notice shall include providing the County with all necessary contact information for the proposed assignee.
- 20.4. **Deemed Approved.** Unless the County objects in writing within twenty (20) business days the County shall be deemed to have approved of and consented to the assignment.
- 20.5. **Partial Assignment.** If any proposed assignment is for less than all of Master Developer's rights and responsibilities, then the assignee shall be responsible for the performance of each of the obligations contained in this ZDA to which the assignee succeeds. Upon any such approved partial assignment, Master Developer shall be released from any future obligations as to those obligations which are assigned but shall remain responsible for the performance of any obligations that were not assigned.
- 20.6. **Grounds for Denying Assignment.** The County may only withhold its consent for the reasons listed herein. Any refusal of the County to accept an assignment shall be subject to the "Meet and Confer" process specified in Section 6.10.
  - 20.6.1. If the County is not reasonably satisfied of the assignees ability to perform the obligations of Master Developer proposed to be assigned;
  - 20.6.2. If the County has reasonable concern that the assignment will separate the Project in a manner that creates unnecessary additional demand for any type of governmental service, including additional demand for coordination amongst assignees or other administrative review services not otherwise anticipated at the time of the execution of this agreement; or
  - 20.6.3. If the County has reasonable concern that the assignment will separate the Project in a manner that negates the purpose of master planning the Project area as one complete development.
- 20.7. **Assignee Bound by this ZDA.** Any assignee shall consent in writing to be bound by the assigned terms and conditions of this ZDA as a condition precedent to the effectiveness of the assignment.
- 21. **Binding Effect.** If Master Developer sells or conveys Parcels of lands to Subdevelopers or related parties, the lands so sold and conveyed shall bear the same rights, privileges, Intended Uses, configurations, and Density as applicable to such Parcel and be subject to the same limitations and rights of the County when owned by Master Developer and as set forth in this ZDA without any required approval, review, or consent by the County except as otherwise provided herein.

22. **No Waiver.** Failure of any party hereto to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such party to exercise at some future date any such right or any other right it may have.
23. **Severability.** If any provision of this ZDA is held by a court of competent jurisdiction to be invalid for any reason, the parties consider and intend that this ZDA shall be deemed amended to the extent necessary to make it consistent with such decision and the balance of this ZDA shall remain in full force and affect.
24. **Force Majeure.** Any prevention, delay or stoppage of the performance of any obligation under this Agreement which is due to strikes, labor disputes, inability to obtain labor, materials, equipment or reasonable substitutes therefor; acts of nature, governmental restrictions, regulations or controls, judicial orders, enemy or hostile government actions, wars, civil commotions, fires or other casualties or other causes beyond the reasonable control of the party obligated to perform hereunder shall excuse performance of the obligation by that party for a period equal to the duration of that prevention, delay or stoppage.
25. **Time is of the Essence.** Time is of the essence to this ZDA and every right or responsibility shall be performed within the times specified.
26. **Appointment of Representatives.** To further the commitment of the parties to cooperate in the implementation of this ZDA, the County and Master Developer each shall designate and appoint a representative to act as a liaison between the County and its various departments and the Master Developer. The initial representative for the County shall be the Planning Division Director and the initial representative for Master Developer shall be Dan or Tami Baugh. The parties may change their designated representatives by Notice.
27. **Mutual Drafting.** Each party has participated in negotiating and drafting this ZDA and therefore no provision of this ZDA shall be construed for or against either party based on which party drafted any particular portion of this ZDA.
28. **Applicable Law.** This ZDA is entered into in Weber County in the State of Utah and shall be construed in accordance with the laws of the State of Utah irrespective of Utah's choice of law rules.
29. **Venue.** Any action to enforce this ZDA shall be brought only in the **XXX** Judicial District Court for the State of Utah, Weber County.
30. **Recordation and Running with the Land.** This ZDA shall be recorded in the chain of title for the Project. This ZDA shall be deemed to run with the land.
31. **Authority.** The parties to this ZDA each warrant that they have all of the necessary authority to execute this ZDA. Specifically, on behalf of the County, the signature of the Chair of the County Commission for the County is affixed to this ZDA lawfully binding the County pursuant to Resolution \_\_\_\_\_ adopted by the County on \_\_\_\_\_, 2018. This ZDA is approved as to form and is further certified as having been lawfully adopted by the County by the signature of the County Attorney.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement by and through their respective, duly authorized representatives as of the day and year first herein above written.

**MASTER DEVELOPER**

**COUNTY**

XXX, LLC

Weber County

\_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

Approved as to form and legality:

Attest:

\_\_\_\_\_  
County Attorney

\_\_\_\_\_  
County Clerk

COUNTY ACKNOWLEDGEMENT

STATE OF UTAH

COUNTY OF WEBER

On the \_\_\_\_\_ day of January, 2013, personally appeared before me \_\_\_\_\_ who being duly sworn, did say that he is the \_\_\_\_\_ of Weber County, a political subdivision of the State of Utah, and that said instrument was signed in behalf of the County by authority of its governing authority body and said \_\_\_\_\_ acknowledged to me that the County executed the same.

\_\_\_\_\_

NOTARY PUBLIC

DEVELOPER ACKNOWLEDGEMENT

STATE OF UTAH

COUNTY OF WEBER

On the \_\_\_\_\_ day of January, 2013, personally appeared before me \_\_\_\_\_ who being duly sworn, did say that he is the \_\_\_\_\_ of XXX, LLC., a Utah limited liability company, and that the foregoing instrument was duly authorized by the company at a lawful meeting held by authority of its operating agreement and signed in behalf of said company.

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NOTARY PUBLIC

## TABLE OF EXHIBITS

Exhibit "A"	Legal Description of Property
Exhibit "B"	Architectural Theme
Exhibit "C"	Form of Estoppel Certificate

**EXHIBIT "A"****LEGAL DESCRIPTION OF THE PROPERTY**

A PIECE OR PARCEL OF LAND SITUATE, LYING AND BEING IN THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE POINT OF INTERSECTION OF WESTERLY LINE OF COUNTY ROAD KNOWN AS 4300 WEST STREET WITH THE NORTHERLY PROPERTY LINE OF LAND OF SOUTHERN PACIFIC COMPANY, SAID POINT OF BEGINNING BEING WEST 43.66 FEET OF A POINT SOUTH 1703.12 FEET OF THE NORTHEAST CORNER OF SAID SECTION 20; THENCE ALONG SAID NORTHERLY PROPERTY LINE OF 3 COURSES AND DISTANCES AS FOLLOWS: (1) NORTH 89°38' WEST BEING PARALLEL WITH AND 50.0 FEET NORTHERLY FROM AND AT RIGHT ANGLES TO THE SURVEYED CENTER LINE OF CENTRAL PACIFIC RAILWAY COMPANY AS EXISTED PRIOR TO SEPTEMBER 1900, 1297.6 FEET TO A POINT IN THE WEST LINE OF THE EAST 1/2 OF THE NORTHEAST QUARTER OF SAID SECTION 20, AND 50 FEET NORTHERLY FROM AND AT RIGHT ANGLES TO RAILROAD ES 1114+41.1; (2) NORTH 0°22' EAST 40.00 FEET IN SAID WEST LINE OF EAST 1/2 OF SAID NORTHEAST QUARTER OF SECTION 20; (3) NORTH 89°38' WEST BEING PARALLEL WITH AND 90.0 FEET NORTHERLY FROM AND AT RIGHT ANGLES TO AFORESAID SURVEYED CENTER LINE, 1243.5 FEET TO A POINT IN EASTERLY LINE OF COUNTY ROAD KNOWN AS 4700 WEST STREET; THENCE LEAVING SAID NORTHERLY PROPERTY LINE AND RUNNING NORTH 0°21'30" EAST 497.05 FEET ALONG THE EASTERLY LINE OF SAID COUNTY ROAD TO A POINT EAST 30.67 FEET OF A POINT SOUTH 1171.02 FEET OF THE NORTHERN QUARTER CORNER OF SAID SECTION 20; THENCE SOUTH 89°06' EAST 1227.50 FEET, MORE OR LESS, TO A POINT OF CURVE; THENCE EASTERLY AND SOUTHEASTERLY ON A CURVE TO THE RIGHT HAVING A RADIUS OF 905.98 FEET AND A CENTRAL ANGLE OF 32°36'30" AN ARC DISTANCE OF 515.50 FEET TO A POINT OF TANGENT; THENCE SOUTH 56°29'30" EAST 391.90 FEET TO A POINT OF CURVE; THENCE SOUTHEASTERLY AND EASTERLY ON A CURVE TO LEFT HAVING RADIUS OF 1008.2 FEET AND A CENTER ANGLE OF 30°09'24" AN ARC DISTANCE OF 530.65 FEET TO A POINT IN THE WESTERLY LINE OF SAID COUNTY ROAD KNOWN AS 4300 WEST STREET; THENCE SOUTH 0°26'30" WEST, 1.38 FEET TO THE PLACE OF BEGINNING. CONTAINING 21.90 ACRES, M/L.

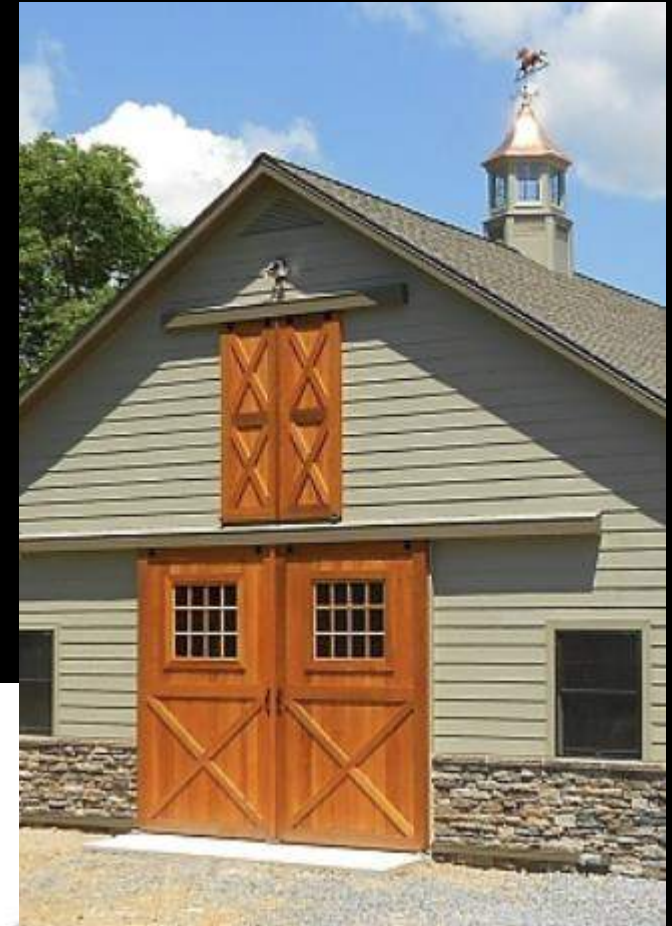










Exhibit B: Architectural theme.









## Sec. 104-20-5. - Uses.

In the following list of possible uses, those designated in any zone as "P" will be a permitted use. Uses designated as "C" will be allowed only when authorized by a conditional use permit obtained as provided in title 108, chapter 4 of this Land Use Code. Uses designated "N" will not be allowed in that zone.

	C-1	C-2	C-3
Accessory building incidental to the use of a main building; main building designed or used to accommodate the main use to which the premises are devoted; and accessory uses customarily incidental to a main use	P	P	P
Air conditioning, sales and service	N	N	P
Altering, pressing and repairing of wearing apparel	P	P	P
Ambulance base stations	N	C	P
Amusement enterprises	N	N	C
Animal hospital, small animals only and provided it is conducted within completely enclosed building	N	N	C
Antique, import or souvenir shop	N	P	P
Archery shop and range, provided it is conducted within completely enclosed building.	N	P	P
Art and artists supply store	N	P	P
Athletic and sporting goods store, excluding sale or repair of motor vehicles, motor boats or motors	N	P	P
Athletic and sporting goods store including sale or repair of motor vehicles, motor boats or motors	N	N	P



Athletic club	N	P	P
Auction establishment	N	N	C
Automobile repair including paint, body and fender, brake, muffler, upholstery or transmission work, provided it is conducted within completely enclosed building	N	N	P
Automobile, new or used, sales and service	N	N	P
Awning sales and service	N	P	P
Baby formula service	P	P	P
Bakery manufacture limited to goods retailed on premises	P	P	P
Bakery goods manufacturing	N	N	P
Bank or financial institution	P	P	P
Barbershop	P	P	P
Bath and massage establishment	N	P	P
Beauty culture school	N	N	P
Beauty parlor for cats and dogs	N	P	P
Beauty shop	P	P	P
Bed and breakfast inn	N	P	P
Bed and breakfast hotel	N	C	P
Beer parlor, sale of draft beer	N	N	C
Bicycle sales and service	P	P	P

Billiard parlor	N	N	P
Blue printing or photostatting	N	P	P
Boardinghouse	N	C	P
Boat sales and service	N	C	P
Bookbinding	N	N	P
Bookstore, retail	P	P	P
Bottling and distribution plant	N	N	P
Bowling alley	N	C	P
Boxing arena	N	N	P
Building materials sales or yard	N	N	P
Bus terminal	N	P	P
Cabaret	N	N	C
Cafe or cafeteria	P	P	P
Camera store	P	P	P
Candy manufacture	N	N	P
Candy store, confectionery	P	P	P
Carbonated water sales	N	P	P
Carpenter and cabinet shop	N	N	P
Carpet and rug cleaning	N	N	P

Carpet, rug and linoleum service	N	P	P
Car wash, laundry type	N	C	P
Car wash, manual spray	C	P	P
Cash register sales and service	N	P	P
Catering establishment	N	P	P
China, crystal and silver shop	C	P	P
Christmas tree sales	P	P	P
Church	N	C	P
Church, temporary revival	N	C	C
Circus, carnival or other transient amusement	N	N	C
Cleaning and dyeing establishment	N	P	P
Clinics, medical or dental	P	P	P
Clothing and accessory store	N	P	P
Coal and fuel sales office	N	N	P
Communication equipment building	N	P	P
Contractor shop, provided work is conducted within a completely enclosed building	N	N	P
Costume rental	N	P	P
Dairy products store	P	P	P
Dance hall	N	N	C

Data processing service and supplies	N	P	P
Delicatessen	P	P	P
Department store	N	P	P
Detective agency	P	P	P
Diaper service, including cleaning	N	P	P
Drapery and curtain store	N	P	P
Drive it yourself agency or business	N	P	P
Drugstore	P	P	P
Dry cleaning establishment	N	N	P
Dry cleaning pickup station	P	P	P
Dwelling unit as part of a commercial building for proprietor or employee who also serves as a night watchman provided that 3,000 sq. ft. of green area is provided for the family	C	C	N
Educational institution	N	P	P
Educational/institutional identification sign	C	C	C
Egg and poultry store, providing no live bird slaughtering or eviscerating permitted	P	P	P
Electrical and heating appliances and fixtures sales and service	N	P	P
Electronic equipment sales and service	N	P	P
Employment agency	N	P	P

Express and transfer service	N	N	C
Fabric and textile store	P	P	P
Farm implement sales	N	N	P
Film exchange establishment	P	P	P
Five and ten cent store	P	P	P
Florist shop	P	P	P
Frozen food lockers, incidental to a grocery store or food business	P	P	P
Fruit store or stand	P	P	P
Furniture sales and repair	N	P	P
Fur apparel sales, storage or repair	N	P	P
Garden supplies and plant materials sales	P	P	P
Gift store	P	P	P
Glass sales and service	N	P	P
Government buildings or uses, nonindustrial	C	P	P
Greenhouse and nursery; soil and lawn service	N	P	P
Grocery store	P	P	P
Gunsmith	N	P	P
Gymnasium	N	P	P
Hardware stores	N	P	P

Health club	N	P	P
Health food store	P	P	P
Heliport	N	C	C
Hobby and crafts store	P	P	P
Hospital supplies	N	P	P
Hotel	N	C	P
House cleaning and repair	N	P	P
House equipment display	N	P	P
Household appliance sales and incidental service	N	C	P
Household pets, dwelling units only	P	P	P
Ice cream manufacture	N	N	P
Ice cream parlor	P	P	P
Ice manufacture and storage	N	N	P
Ice store or vending station	P	P	P
Insulation sales	N	P	P
Insurance agency	N	P	P
Interior decorator and designing establishment	N	P	P
Janitor service and supply	N	P	P
Jewelry store sales and service	P	P	P

Knitting mills	N	N	C
Laboratory, dental or medical	N	P	P
Laundry or dry cleaners, laundromat type	P	P	P
Laundry or dry cleaning establishment	N	N	P
Launderette or laundromat	P	P	P
Lawn mower sales and service	N	P	P
Leather goods, sales and service	N	P	P
Legal office	N	P	P
Library	P	P	P
Linen store	N	P	P
Linen supply service	N	N	P
Liquor store	N	C	C
Locksmith	P	P	P
Lodge or social hall	N	P	P
Lodginghouse	N	C	P
Lounge	N	N	C
Luggage store	N	P	P
Lumber yard	N	N	C
Machine shop operations incidental to any use permitted in C 3 district	N	N	P

Manufacture of goods retailed on premises	N	C	C
Meat custom cutting and wrapping excluding slaughtering	N	C	C
Meat, fish and seafood store	P	P	P
Medical office	P	P	P
Millinery	N	P	P
Miniature golf	N	N	C
Mobile home sales	N	C	P
Mobile home service	N	N	P
Monument works and sales	N	P	P
Mortuary	N	C	P
Motel	N	C	P
Motorboat sales and service	N	C	P
Motorcycle and motor scooters sales and service	N	C	P
Museum	C	P	P
Music store	N	P	P
Needlework, embroidery or knitting store	P	P	P
Newsstand	P	P	P
Nightclub or social club	N	N	C
Notion store	P	P	P



Novelty store	N	P	P
Nursery school	C	P	P
Office in which goods or merchandise are not commercially created, exchanged or sold	N	P	P
Office supply	N	P	P
Office machines sales and service	N	P	P
Oil burner shop	N	N	C
Optometrist, optician or oculist	P	P	P
Ornamental iron sales or repair	N	C	P
Paint or wallpaper store	N	P	P
Paperhanger shop	N	P	P
Park and playground	P	P	P
Parking lot or garage for passenger automobiles	C	C	C
Pawnshop	N	N	P
Penny arcade	N	N	C
Pest control and extermination	N	P	P
Pet and pet supply store	N	P	P
Pharmacy	P	P	P
Photographic supplies	P	P	P
Photo studio	P	P	P

Physician or surgeon	P	P	P
Pie manufacture	N	P	P
Plumbing shop	N	C	P
Pony ring, without stables	N	N	C
Pool hall	N	N	P
Popcorn or nut shop	P	P	P
Post office	C	P	P
Printing, lithographing publishing or reproductions sales and services	N	C	P
Private liquor club	N	N	C
Professional office	N	P	P
Public utilities substation	C	C	C
Public building	P	P	P
Radio and television sales and service	C	P	P
Radio, television of FM broadcasting station	N	P	P
Real estate agency	N	P	P
Reception center or wedding chapel	N	C	P
Recreation center	N	C	P
Recreational vehicle storage	C	C	P
Rental agency for home and garden equipment	N	P	P

Restaurant	P	P	P
Restaurant, drive in	N	P	P
Roller skating rink	N	C	P
Roofing sales or shop	N	P	P
Secondhand store	N	P	P
Seed and feed store, retail	N	P	P
Service station, automobile excluding painting, body and fender and upholstery work	P	P	P
Service station automobile with rotating brush car wash as accessory use	P	P	P
Sewing machine sale and service	N	P	P
Sheet metal shop and retinning, provided all operations are conducted within completely enclosed bldg.	N	N	C
Shoe repair or shoe shine shop	P	P	P
Shoe store	N	P	P
Shooting gallery	N	N	P
Sign manufacture or sign painting	N	N	P
Sign, animated	*P	P	P
Sign, business	P	P	P
Sign, flat	P	P	P

Sign, construction project	P	P	P
Sign, directional	P	P	P
Sign, freestanding	P	P	P
Sign, identification and information	P	P	P
Sign, marquee	P	P	P
Sign, nameplate	P	P	P
Sign, off premises	N	P	P
Sign, projecting	P	P	P
Sign, roof	N	P	P
Sign, temporary	P	P	P
Sign, wall	P	P	P
Supermarket	P	P	P
*only time and temperature animated sign in C-1 Zone			
Tailor shop	N	P	P
Tavern	N	N	C
Taxicab stand	P	P	P
Taxidermist	N	P	P
Telegraph office	P	P	P

Temporary building for uses incidental to construction work. Such buildings shall be removed upon the completion of the construction work.	P	P	P
Theatre, indoor	N	P	P
Theatre, outdoor	N	N	C
Tire recapping or retreading sales and service	N	N	C
Tobacco shop	P	P	P
Tool design (precision) repair and manufacture	N	N	C
Toy store, retail	P	P	P
Trade or industrial school	N	C	P
Trailer sales and service	N	N	P
Travel agency	P	P	P
Truck terminal	N	N	C
Upholstery shop	C	P	P
Used car lot	N	N	C
Variety store	P	P	P
Vegetable store or stand	P	P	P
Vendor, short term (see definition under 1-6)	P	P	P
Ventilating equipment sales and service	N	C	P
Warehouse storage	N	N	P

Weather stripping shop	N	P	P
Welding shop	N	N	C
Wholesale business	N	N	P
Window washing establishment	N	P	P

(Ord. of 1956, § 18-5; Ord. No. 10-83; Ord. No. 2-85; Ord. No. 16-89; Ord. No. 95-19; Ord. No. 96-42; Ord. No. 97-20; Ord. No. 20-94; Ord. No. 30-94; Ord. No. 2015-7, Exh. A, 5-5-2015)

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