



\*W2771453\*

EH 2771453 PG 1 OF 9  
LEANN H KILTS, WEBER COUNTY RECORDER  
29-DEC-15 1129 AM FEE \$0.00 DEP DC  
REC FOR: WEBER COUNTY PLANNING

2015-406

12-8

**WEBER COUNTY**

**FARM STAY and DEVELOPMENT AGREEMENT**

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

**EFFECTIVE DATE:** The effective date of this Agreement shall be 11/18/2015 [Date].

**RECITALS**

**WHEREAS,** the Owner seeks to continue his/her agricultural pursuits while developing an agri-tourism operation upon certain property that consists of approximately 26.3 acres and which is more particularly described in Exhibit A attached hereto and referred to as the "Property"; and

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

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

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

1. General

- 1.1. The Owner acknowledges his/her responsibilities, as outlined in Conditional Use Permit file number: 2013-05.
- 1.2. The Owner agrees and acknowledges that his/her obligations, as outlined by this Agreement, shall coincide with and/or be in addition to any other applicable ordinances, codes, conditions, and/or regulations.
- 1.3. The commitments of the Owner, as detailed in this Agreement, shall constitute a covenant and restriction that shall run with the land and be binding upon the Owner, his/her assigns and/or his/her successors in interest.
- 1.4. This Agreement constitutes the entire Agreement; however, the Owner acknowledges that he/she may be bound by additional obligations as detailed in his/her Conditional Use Permit approval. The Owner may amend or modify the provisions of this Agreement and/or the approved agri-tourism operation only by written request and after a review and approval by the appropriate planning commission, which may hold a public hearing to obtain public input on the proposed amendment or modification.
- 1.5. This Agreement and the approvals granted through the subject Conditional Use Permit shall be in full force and effect until the Property, covered herein, has been reverted back to its former use(s) as a result of an Owner decision/action to do so or revocation by the County.

2. Development

- 2.1. The Owner shall operate the subject agri-tourism operation in a manner that is based upon the approvals granted and develop the subject Property in a manner that is consistent with the approved Site Plan. See Exhibit B for approval information (e.g., Staff Report, Site Plan, Planning Commission Minutes, Conditional Use Permit, etc).

3. Division of Land

- 3.1. The Owner shall maintain the subject property's current acreage and maintain its current boundary configuration, without subdividing by deed or any other means, until such time that he/she either:
  - 3.1.1. Gains County approval(s) for amendments/modifications to the originally approved agri-tourism operation boundary and Site Plan; or
  - 3.1.2. Ceases all agri-tourism operations and reverts all structures and facilities, utilized for agri-tourism purposes, to structures and facilities that comply with all current and applicable Weber County Zoning, Subdivision, and Building Codes.

4. Farm Stays

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

5. Default and Enforcement

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

6. Exhibits

- A. Property Description.
- B. Approval Information (e.g., Staff Report, Site Plan, Planning Commission Minutes, Conditional Use Permit, etc.).

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

Agreed to this 18 day of November 2015.

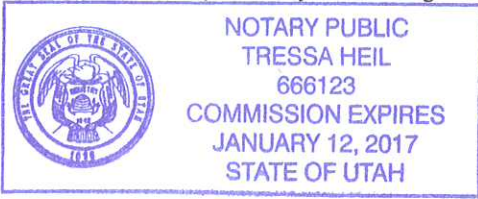
INDIVIDUAL ACKNOWLEDGMENT

  
 \_\_\_\_\_  
 "Owner"

  
 \_\_\_\_\_  
 "Owner"

STATE OF UTAH                    )  
   ss)  
 COUNTY OF WEBER                )

On the 18 day of NOV 2015, before me, Tressa Heil, a Notary Public in and for the State, personally appeared Ingrid Sanchez and Juan Manuel Sanchez, the signer(s) of the instrument, who duly acknowledged to me that he/she/they executed the same.



Tressa Heil  
Notary Public

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CORPORATE ACKNOWLEDGMENT

State of Utah )  
 )ss.  
County of Weber )

On this 23rd day of December, in the year 2015 before me, Paige Greenhalgh, Kerry W. Gibson, PG a Notary Public in and for the State, personally appeared, Kerry W. Gibson proved, on the basis of satisfactory evidence, to be the Commissioner of Weber County corporation which executed the foregoing instrument and that said instrument was signed on behalf of said corporation by authority of a Resolution of its Board of Directors that said corporation executed the same.

Witness my hand and official seal.  
Paige Greenhalgh



BOARD OF COUNTY COMMISSIONERS OF WEBER COUNTY

By Kerry W. Gibson  
Kerry W. Gibson, Chair

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

ATTEST:  
Ricky Hatch  
Ricky Hatch, CPA  
Weber County Clerk/Auditor

**Exhibit "A"**

Parcel# 20-001-0041

PART OF THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 6 NORTH, RANGE 1 EAST, SALT LAKE BASE & MERIDIAN, U S SURVEY: BEGINNING AT A POINT BEING WEST 865.50 FEET ALONG THE SECTION LINE AND SOUTH 0D06'07" EAST 693.87 FEET FROM THE NORTHEAST CORNER OF SAID SECTION 1; AND RUNNING THENCE SOUTH 0D06'07" EAST 1465.63 FEET; THENCE NORTH 28D58' WEST 183.50 FEET; THENCE SOUTH 86D21' WEST 207.50 FEET; THENCE NORTH 0D50' WEST 1055.30 FEET; THENCE SOUTH 85D08' WEST 288.79 FEET; THENCE NORTH 0D06' WEST 287.6 FEET; THENCE EAST 596.95 FEET TO THE POINT OF BEGINNING. TOGETHER WITH AND SUBJECT TO A RIGHT OF WAY BEING 30 FEET ON EITHER SIDE OF AND PARALLEL TO THE FOLLOWING DESCRIBED CENTERLINE: BEGINNING AT A POINT WHICH IS WEST 1519.97 FEET ALONG THE SECTION LINE AND NORTH 0D06' WEST 40.00 FEET FROM THE NORTHEAST CORNER OF SAID SECTION 1, (SAID POINT BEING ON THE CENTERLINE OF 1900 NORTH STREET), AND RUNNING THENCE SOUTH 0D06' EAST 1024.16 FEET TO GRANTORS SOUTH LINE. SAID RIGHT OF WAY BEING FOR INGRESS, EGRESS AND EASEMENTS PURPOSES.

Parcel# 20-001-0042

PART OF THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 6 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY; BEGINNING AT A POINT WHICH IS 1169.90 FEET WEST ALONG THE SECTION LINE AND 1167.15 FEET SOUTH AT RIGHT ANGLES TO THE SECTION LINE FROM THE NORTHEAST CORNER OF SAID SECTION 1, AND RUNNING THENCE SOUTH 0D05' EAST 845.10 FEET, THENCE SOUTH 89D21' WEST 249.50 FEET, THENCE NORTH 0D50' WEST 741.20 FEET, THENCE NORTH 55D10' WEST 209.69 FEET, THENCE EAST 419.60 FEET TO THE POINT OF BEGINNING.

Parcel# 20-001-0047

PART OF THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 6 NORTH, RANGE 1 EAST, AND THE SOUTHEAST QUARTER OF SECTION 36, TOWNSHIP 7 NORTH, RANGE 1 EAST, SALT LAKE BASE & MERIDIAN, U S SURVEY: BEGINNING AT A POINT ON THE CENTER LINE OF 1900 NORTH STREET, WHICH IS WEST 865.50 FEET ALONG THE SECTION LINE AND NORTH 0D06' WEST 40.00 FEET FROM THE NORTHEAST CORNER OF SAID SECTION 1, RUNNING THENCE SOUTH 0D06'07" EAST 733.87 FEET, THENCE WEST 596.95 FEET; THENCE NORTH 0D06' WEST 733.87 FEET TO THE CENTER LINE OF SAID STREET, THENCE EAST 596.92 FEET ALONG SAID CENTER LINE TO THE POINT OF BEGINNING. SUBJECT TO RIGHT OF WAY FOR COUNTY ROAD.

Parcel# 20-001-0057

PART OF THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 6 NORTH RANGE 1 EAST, SALT LAKE BASE & MERIDIAN, U.S. SURVEY, BEGINNING AT A POINT WEST (SOUTH 89D14' WEST) ALONG THE SECTION LINE, BEING ON THE SOUTH RIGHT OF WAY LINE OF 1900 NORTH STREET, 1462.42 FEET AND SOUTH 0D06' EAST 982.24 FEET FROM THE NORTHEAST CORNER OF SAID SECTION 1, AND RUNNING THENCE NORTH 85D08' EAST 288.79 FEET; THENCE SOUTH 0D50' EAST 210.21 FEET; THENCE WEST 290.48 FEET; THENCE NORTH 0D06' WEST 185.69 FEET TO THE POINT OF BEGINNING. SUBJECT TO AND TOGETHER WITH A RIGHT OF WAY ACROSS A PART OF THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 6 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, U S SURVEY; SAID RIGHT OF WAY BEING 30 FEET ON EITHER SIDE OF AND PARALLEL TO THE FOLLOWING DESCRIBED CENTER LINE: BEGINNING AT A POINT ON THE CENTERLINE OF 1900 NORTH STREET WHICH IS WEST 1519.97 FEET AND NORTH 0D06' WEST 40 FEET ALONG THE SECTION LINE FROM THE NORTHEAST CORNER OF SAID SECTION 1, RUNNING THENCE SOUTH 0D06' EAST 1054.16 FEET, THENCE NORTH 89D39' EAST 27.96 FEET, THENCE NORTH 85D08' EAST 288.48 FEET, THENCE SOUTH 0D50' EAST 180.21 FEET. BEING A RIGHT OF WAY FOR INGRESS AND EGRESS AND ALL UTILITIES.

**Exhibit "B"**

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



Exhibit B

Weber County Planning Commission

# Conditional Use Permit

Date: 3/22/2013

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Printed: 3/22/2013

Index No: CU INDX14-2013 Conditional Use approved on: 3/5/2013 CUP Permit No.: 2013-05

Purpose of Conditional Use: Agritourism Operation

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### Applicant

Name: SANCHEZ, JUAN M & WF  
Address: 6949 E 1900 N  
EDEN, UT 84310  
Phone:

### Owner

Name: SANCHEZ, JUAN M & WF  
Address: 6949 E 1900 N  
EDEN, UT 84310  
Phone:

### Parcel

Zoning: AV-3

Parcel Number: 200010041  
Address: 6949 E 1900 N

Total Area: 27.5

Section: 1 Township: 6N Range: 1E  
Subdivision: Section Land Lot(s): NA

### Site/Use Information:

Adjacent Site Use: Agriculture/Residential

Eliminated Parking: 0 Existing Parking: 2 Proposed Parking: 60

Other Parking Provisions:

Existing Floor Space: Proposed Floor Space:

Property Dimesions: 27.5 acres Hours:

Construction Date: Residents-Workers:

Short Description: Agritourism Operation

### Comments/Conditions:

Issued based on approved site plan. Also, the condition was made to conceal light source in approved driveway lamps.

Purpose of Conditional Use:


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**NOTICE FOR APPLICANT:**

EH 2771453 PG 7 OF 9

(Please Read Before Signing)

Proposals for the installation of an individual water supply and for a sanitary waste disposal system (septic tank) for any structure designed for human occupation must be approved by the Weber County Health Department prior to installation.

 \_\_\_\_\_ 3/22/2013  
Planning Dept. Signature of Approval Date

This permit becomes null and void if use or construction authorized has not commenced within one year, if the use is discontinued for one year, or if there is a zone change affecting this property. Any change to the permit or approved site plan must be submitted to the Planning Commission for approval.

I hereby certify that I have read and examined this application and know the same to be true and correct. All provisions of laws and ordinances governing this land use will be complied with whether specified herein or not. I make this statement under penalty of perjury. I hereby agree to make the requirements as specified on this permit issued to the owner of land as signed below.

 \_\_\_\_\_ 03/22/2013  
Contractor/Owner Signature of Approval Date

# Exhibit B

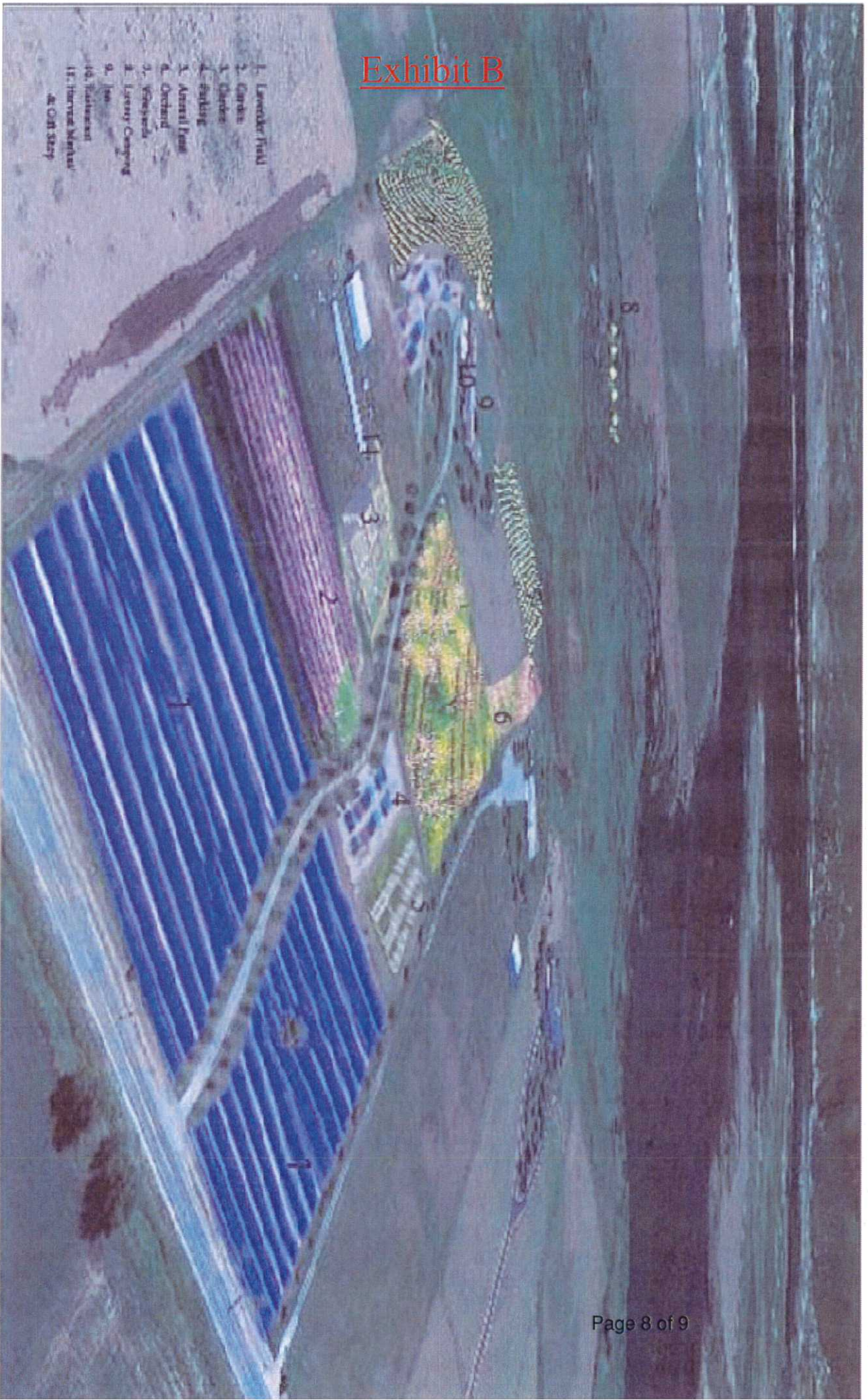




Exhibit B



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

Ogden Valley Township Planning Commission  
**NOTICE OF DECISION**

Mr. Juan-Manuel and Ingrid Sanchez  
6949 East 1900 North Street  
Eden, Utah 84310

March 6, 2013

File Number: CUP 2013-05

You are hereby notified that your Conditional Use Permit Application, for an agri-tourism operation, was heard by the Ogden Valley Township Planning Commission during an appropriately noticed public meeting held on March 5, 2013.

The Planning Commission voted unanimously to approve the Application, subject to all review agency requirements. As a condition of approval, the Planning Commission also included an additional requirement to shield the light source found in all of the project's proposed lamp posts.

Minutes from the meeting will be available to you through the Weber County Planning Division Office in approximately one month. To obtain a copy of the minutes you may contact Sherri Sillitoe at 801-399-8794.

Sincerely,

Scott Mendoza  
Weber County Planning Division