



## Staff Report to the Planning Director

Weber County Planning Division

### Synopsis

#### Application Information

**Application Request:** Consideration and action on the design review for a new Butcher Shop located within an existing building at 2103 N 5500 E in Eden.

**Type of Decision:** Administrative

**Applicant:** Sunnyfield Meats, LLC

**Authorized Agent:** Shawn Clegg & Alan Vause

**Admin Meeting Date:** 6-16-2021

**File Number:** DR2021-06

#### Property Information

**Approximate Address:** 2103 North 5500 East, Eden, UT

**Project Area:** 8.09 Acres

**Zoning:** Commercial Valley – 2 (CV-2)

**Existing Land Use:** Commercial/Agriculture Development

**Proposed Land Use:** Commercial/Agriculture Development

**Parcel ID:** 22-047-0052

**Township, Range, Section:** Township 7 North, Range 1 East, Section 34, SE 1/4

#### Adjacent Land Use

|               |                         |               |                        |
|---------------|-------------------------|---------------|------------------------|
| <b>North:</b> | Commercial/Agriculture  | <b>South:</b> | Commercial/Agriculture |
| <b>East:</b>  | Residential/Agriculture | <b>West:</b>  | Agriculture            |

#### Staff Information

**Report Presenter:** Scott Perkes  
sperkes@co.weber.ut.us  
801-399-8772

**Report Reviewer:** RG

### Applicable Ordinances

- Title 101, Chapter 1 General Provisions, Section 7 Definitions
- Title 104, Chapter 1 Design Review
- Title 104, Chapter 20 Commercial Zones (CV-2)
- Title 108, Chapter 2 Ogden Valley Architectural, Landscape and Screening Design Standards
- Title 108, Chapter 8 Parking and Loading Space, Vehicle Traffic and Access Regulations
- Title 108, Chapter 16 Outdoor Lighting
- Title 110, Chapter 2 Ogden Valley Signs

### Applicable Agreements

- Rezone Agreement – Blacksmith Village, Phase III (see **Exhibit C**)

### Summary and Background

The applicant is requesting design review approval to utilize an existing agriculture structure of approximately 2,400 sq. ft. as a repurposed butcher shop commercial building (see **Exhibit A**). Per the application narrative (see **Exhibit B**) the existing building will include a cutting room, retail room, and a delivery ramp at the rear of the structure. The shop has been inspected by the USDA and is approved as a butcher shop in the state of Utah. The applicant initially anticipates that the two owners will constitute the workforce with additional employees being hired as needed. The shop is proposed to be open on Monday through Friday from 10:00 AM to 6:00 PM and Saturday from 10:00 AM to 3:00 PM, closed Sundays.

Due to the existing agricultural structure being repurposed as a commercial building a design review is required per LUC Sec. 108-1. LUC Sec. 108-1-2 allows for small buildings with a total footprint of less than 10,000 sq. ft., and which impact an area of less than one acre may be reviewed and approved administratively by the Planning Director.

This proposal has been reviewing against applicable ordinances in the Uniform Land Use Code of Weber County, Utah (LUC). The following section is staff's evaluation of the request.

## Analysis

**Design Review:** Per LUC Sec 108-1-2, all applications for occupancy permits or buildings permits for commercial buildings require a Design Review. The six considerations for review, as listed in LUC Sec. 108-1-4, are listed below followed by Staff's analysis of each point of consideration.

### 1. Traffic safety and traffic congestion:

- The proposal is not anticipated to increase traffic or to cause any traffic safety hazards. The existing access off of 5500 East will be used for one way in and one way out access (see **Exhibits A and B** for the proposed traffic circulation pattern).

Employee parking will be accommodated to the rear of the building. The submitted site plan anticipates 6 employee parking spaces with room to add additional spaces further to the rear of the building if needed. Customer parking will be accommodated along the north property line in parallel parking spaces. The proposed site plan shows 7 customer parallel parking spaces along the north lot line. LUC Sec. 108-8-4 provides the parking requirements for non-dwelling buildings and uses. This section of the code does not provide a specific parking calculation requirement for a butcher shop. It does however provide a parking calculation for a retail store as 1 parking space for every 200 sq. ft. of building space. Under this calculation, the 2,400 sq. ft. building would require 12 parking spaces total between employees and patrons. The proposed site plan provides a total of 13 total spaces.

### 2. Outdoor advertising:

- The applicant's narrative indicates their desire to use temporary signage in the form of 4x12' vinyl banners until a permanent sign can be designed and submitted for a separate design review approval. LUC Sec. 110-2 outlines the signage requirements for the Ogden Valley planning area. Banner signs are specifically prohibited per LUC Sec. 110-2-8. As such, Staff recommends that the applicant utilize the Temporary Sign Uses listed in LUC Sec. 110-2-11 to allow for temporary short-term vendor signs to follow the following requirements from LUC Sec. 110-2-11(c):

| Sign Type                     | General Standards in All Zones |                               |                                                  | Specific Standards for the Agricultural, Forest and Residential Zones |                                                                   |                                         | Specific Standards for the Commercial, Manufacturing and Resort Zones |                                                         |                                                                                               |
|-------------------------------|--------------------------------|-------------------------------|--------------------------------------------------|-----------------------------------------------------------------------|-------------------------------------------------------------------|-----------------------------------------|-----------------------------------------------------------------------|---------------------------------------------------------|-----------------------------------------------------------------------------------------------|
|                               | Display Period                 | Removal Required 3 Days After | Land Use Permit or Special Event Permit Required | Maximum Area per Sign Face                                            | Maximum Height of Freestanding Signs (includes support structure) | Number of Signs Permitted per Sign Type | Maximum Area per Sign Face                                            | Maximum Height of Freestanding Signs                    | Number of Signs Permitted per Sign Type                                                       |
| <b>Occasional Signs:</b>      |                                |                               |                                                  |                                                                       |                                                                   |                                         |                                                                       |                                                         |                                                                                               |
| Short-term vendors § 108-13-3 | 120 days                       | End of event                  | Y/LUP                                            | Not Applicable                                                        | Not Applicable                                                    | Not Applicable                          | 16 square feet                                                        | 6 feet if set in the ground or anywhere on the building | 2 total per frontage, either a ground sign or on vendor trailer, mobile store, tent, or kiosk |

These temporary signs may be used for 120 days. In this time, the applicant can work to design and submit a permanent signage plan for design review.

### 3. Landscaping:

- *The parcel incorporates native vegetation along 5500 East street within it's front setback area amounting to approximately 6,600 sq. ft. in area (see **Exhibit A – Site Plan** & **Exhibit D – Street View**). No additional landscaping is proposed at this time.*

The parcel upon which the structure is located is a total of 8.09 acres in area, the majority of which is currently used for agricultural purposes. The landscape standards contained in LUC Sec. 108-1-4 and 108-2-5 require that a site have a minimum of 10% (108-1-4) to 20% (108-2-5) of the total lot area landscaped. This requirement would be unreasonable given the scale of the operation as compared to the total parcel size. The actual area of the overall parcel upon which this operation is proposed equates to approximately 33,000 sq. ft. The current site incorporates a 6,600 sq. ft. native vegetation area within the front setback. This 6,600 sq. ft. equates to 20% of the 33,000 sq. ft. operational area, thereby meeting the minimum landscaping area requirement. That said, the landscaping requirements of LUC Sec. 108-2-5 also requires a planting area of at least 20 ft. in width along the front property line adjacent to 5500 East street. The requirements to provide planting areas along the side and rear property lines would not be beneficial given the location and size of the parcel.

- Staff recommends that the issuance of a land use permit be conditioned on the review and approval of a landscaping plan that incorporates at least a 20-foot wide planting area along the front property line in addition to the native vegetation area already provided.

#### 4. *Building and site layout:*

- *The site plan shows that the project area is within an existing building which is already compliant with the following zoning site development standards:*

*Minimum lot area: None;*

*Minimum lot width: None;*

*Minimum front yard setback: None*

*Minimum side yard setback: None; with a Perpetual Maintenance Agreement*

*Minimum rear yard setback: 10 feet, except none if either: the owner has obtained a perpetual building maintenance contract, as provided in Section 104-21-4(e); or the building will abut a building on the adjoining lot or parcel.*

#### 5. *Utility Easements, Drainage, and other Engineering Questions:*

- *The proposal does not anticipate any changes to the property that would require alteration to any existing easements, drainage, or infrastructure.*

#### 6. *Prior development concept plan approval associated with any rezoning agreement, planned commercial, or manufacturing zoning, or planned residential unit development approval:*

- *As The portion of the subject property where the proposed butcher shop is located was recently rezoned from AV-3 to CV-2. An associated development agreement was recorded at the time of this rezoning to guide future development on this property (see **Exhibit C**). The provisions of this agreement take effect on this parcel when any new buildings are proposed for development. As such, this agreement has been provided as an exhibit for reference. However no action is required on this this application at this time.*

**Zoning:** A butcher shop is listed as an allowed use in the CV-2 zone. However, this use specifically prohibits slaughtering as an on-site use. As such, staff recommends that approval be conditioned on the prohibition of on-site slaughtering.

**Outdoor Lighting Plan:** LUC Sec. 108-16-7(e) requires that any site that requires a design review approval shall bring all nonconforming outdoor lighting on the premises into compliance with the requirements of the chapter. The applicant has not yet provided an outdoor lighting plan to bring the premises into compliance. Staff recommends that the issuance of a land use permit be conditioned on the review and approval of a compliant outdoor lighting plan.

#### Ogden Valley Architectural, Landscape, and Screening Standards:

- **Architectural Standards:** The proposal utilizes an existing agricultural structure that was built in the 1940s. No new structures are proposed at this time.
  - Staff recommends that the applicant work with the Building Official to ensure the existing structure meets the applicable building code requirements required to convert the existing structure into a retail butcher shop.
- **Landscape Standards:** See the section above for the landscaping analysis.
- **Screening Standards:** LUC Sec. 108-2-7 only requires screening of parking areas when adjacent to residential areas. The subject parcel is bounded to the North, West and South by agricultural uses. The eastern boundary represents its frontage with 5500 East. Staging areas, loading, and delivery areas are proposed along the rear of the structure and area not visible from adjacent rights-of-way. While not mentioned in the proposal narrative, staff recommends that trash dumpsters shall be completely screened from the street or public view either by being located to the rear of the building, or by a six foot screening device on four sides if visible from a public right-of-way.

**Culinary Water:** The applicant has indicated that culinary water is being provided by Eden Water Works. As a condition of approval, staff recommends that a final will-serve letter be provided by Eden Water Works.

**Wastewater:** The applicant has indicated that a new septic system was installed last year. As a condition of approval, staff recommends that a septic permit be provided by the applicant and a review approval be submitted by the Weber-Morgan Health Department.

**Building Permit:** A building permit will be required as the proposal requires the conversion of an existing structure to accommodate the new retail use. Planning staff recommend that all Building Department requirements be satisfied as a condition of land use approval.

#### **Conformance to the General Plan**

The proposed use conforms to the Ogden Valley General Plan by encouraging commercial development within established commercial areas and enforcing the adopted “quality development standards” to ensure compatibility with the Valley’s character.

#### **Staff Recommendation**

The Planning Division staff recommends approval of the Sunnyfield Meats LLC Butcher Shop design review. This recommendation for approval is subject to all review agency requirements and the following conditions being satisfied prior to the issuance of a land use permit, as layed out in this staff report:

1. The proposed 4x12’ vinyl banner signs are not permitted. If temporary signage is to be employed, the applicant will need to utilize the Temporary Sign Uses listed in LUC Sec. 110-2-11 to allow for temporary short-term vendor signs and follow the requirements listed in LUC Sec. 110-2-11(c).
2. The applicant shall submit a landscaping plan for review and approval that incorporates at least a 20-foot wide planting area along the front property line in addition to the native vegetation area already provided.
3. The applicant shall submit a compliant outdoor lighting plan for review and approval.
4. The applicant shall work with the Building Official to ensure the existing structure meets the applicable building code requirements required to convert the existing structure into a retail butcher shop, including the application and approval for a building permit.
5. Trash dumpsters shall be completely screened from the street or public view either by being located to the rear of the building, or screened by a six foot screening device on four sides if visible from a public right-of-way.
6. All Weber-Morgan Health Department requirements must be met, including the provision of a septic permit and department review approval for the proposed use.
7. A final will-serve letter shall be provided by Eden Water Works verifying the availability and service of culinary water for the proposed use.
8. The Applicant shall obtain a valid Weber County Business License for the proposed operation.
9. On-site slaughtering shall be prohibited.

Approval is based on the following findings:

1. The proposed conversion of the existing agricultural building to a commercial building conforms to the Ogden Valley General Plan and CV-2 zoning.
2. After displaying compliance with Weber County Building Inspection requirements the proposed modification will not be detrimental to the public health, safety, or welfare.
3. The proposed modification will comply with applicable County ordinances once all listed conditions have been satisfied.

### Administrative Approval

Administrative approval of DR 2021-06 is granted based upon its compliance with the Weber County Land Use Code. This approval is subject to the requirements of applicable review agencies and the conditions of approval listed in this staff report.

Date of Administrative Approval: 6/16/21

  
Rick Grover **CHARLES EWERT**  
Weber County Planning Director  
**PRINCIPAL PLANNER**

### Exhibits

- A. Site Plan
- B. Application Narrative
- C. Rezone Agreement – Blacksmith Village, Phase III
- D. Street View of Existing Conditions

### Site Map



## Exhibit A- Site Plan

## Sunnyfield Meats

Springfield LLC 326 N. Wilkie St Kaysville UT  
84037

Alan Vance 1051 D 5900E, Eden, UT 84310

Parcel # 220470052

## Employee Working

CV2

 $\sim 25,000 \text{ ft}^2$  lot size

25% below 5000

17. 20 9. 11. 1952/11. 1952/11. 1952

E.04-4

2755

874

1

2004

Single Force  
1106+

Black Forest

992

474A

Endocrine

7305

Exit

$$-45.04 \pm 0.04 \text{ eV} \quad \text{and} \quad -5.74 \pm 0.04 \text{ eV}$$



## Exhibit B- Application Narrative

### Sunnyfield Meats LLC

Butcher shop offering farm fresh local products. What cannot be produced locally will be sourced through reputable and legal(inspected) distributors. Sunnyfield meats will be run with the two legal owners as the workforce. Additional employees will be hired as needed.

The building is USDA Compliant and Sunnyfield Meats LLC is currently licensed in the State of Utah as a butcher shop. The building has a cutting room and a retail room that have both been inspected by the Meat Inspection branch of the USDA and passed.

The retail shop will be open 10-6 Monday-Friday, 10-3 Saturday and closed Sunday.

Business activities will be contained within the building with the exception of deliveries which will take place on the west side of the building with the ramp and garage door. The meat waste will be stored inside and will be picked up 3 days per week. All other waste will be taken to the Weber County dump on an as needed basis.

Traffic will be one way through the front of the property, the northeast gate will be the entrance and the southeast gate will be the exit. Parallel parking will be along the north fence for customers and employees will park west of the building.

Sunnyfield Meats will be a wonderful asset to the Ogden Valley and to Weber County.

### Sunnyfield Meats Signage Plan

The current plan for signage is temporary banners on the entrance fence. These will be 4x12ft vinyl banners. These banners have our logo, name and business hours on them and will sit on the 45 degree angle fence at the entrance gate. I will provide a photo of the front gate area showing this part of the fence. These will be in use until a permanent option is available.

We are currently working with the land owner to develop a permanent option at which point we will put in required paperwork to get that signage approved through the county.



\*W3112397\*

EH 3112397 PG 1 OF 19  
LEANN H KILTS, WEBER COUNTY RECORDER  
22-DEC-20 352 PM FEE \$4.00 DEP PV  
REC FOR: WEBER COUNTY PLANNING

**Rezone Agreement  
Blacksmith Village, Phase III**

**Exhibit C**

12/12/2020

**PARTIES:** The parties to this Agreement ("Parties") are Horseshoe LLC and Sunnyfield LLC (known together herein as "the Petitioner") and Weber County Corporation ("the County").

**RECITALS**

**WHEREAS,** the Petitioner has previously rezoned a portion of parcel number 22-047-0040 located at 2145 North 5500 East Eden, UT from the Agricultural Valley-3 ("AV-3") Zone to the Commercial Valley-2 ("CV-2") Zone for the general purpose of constructing retail and professional space; and

**WHEREAS,** the County seeks to promote health, safety, welfare, convenience, and economic prosperity of the residents of the County through the establishment and administration of zoning regulations concerning the use and development of land in the unincorporated area of the County as a means of implementing the Ogden Valley General Plan; and

**WHEREAS,** the Petitioner has requested to rezone the remaining portion of parcel number 22-047-0040, a portion of parcel number 22-047-0052 and a portion of parcel number 22-047-0053, known hereinafter as the "Project Site" and shown in Exhibit "A" attached hereto and incorporated herein by this reference from the AV-3 zone to the CV-2 zone; and

**WHEREAS,** the Board of Weber County Commissioners have determined that Petitioner's previous rezone resulted in a historically accurate, attractive, and quality product that will stand the test of time and will support the visual desire of the community for the area, and meet the desired outcomes of the Ogden Valley General Plan, and that petitioner followed through on previous development agreement obligations, which are separate from this Agreement, including the listing of the Historic Wilbur Blacksmith Shop on the National Register of Historic Places; and

**WHEREAS,** The Board of Weber County Commissioners desire future development to be of a similar quality and design, and have initiated the process of creating a small area plan for the Eden area to guide future development to similar outcomes; and

**WHEREAS,** the small area planning process has and will continue to take some time to fully vet and implement in accordance with State and County laws; and

**WHEREAS,** the Petitioner is desirous to be supportive of the small area plan process and is willing to develop the Project Site in accordance with the Board of Weber County Commissioners' desired outcomes of the plan; and

**WHEREAS,** the Petitioner will likely be ready to develop the Project Site prior to the estimated completion of the small area plan, and would like to covenant with the County to develop the Project Site prior to the execution of the plan, but in a manner that will be complementary to the plan's intended outcomes; and

**WHEREAS,** the Board of County Commissioners find that covenanting with the Petitioner to develop the Project Site prior to the plan's execution is in the interest of upholding the Petitioner's private property rights while also advancing the intent of the Ogden Valley General Plan and forthcoming small area plan; and

**WHEREAS,** to support the development of the Project Site in the manner specified herein, the Board of Weber County Commissioners has rezoned the Project Site from the AV-3 zone to the CV-2 zone, provided the Petitioner complies with this Agreement;



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

## AGREEMENT

### 1. Effective Date, Expiration, Termination

**1.1. Effective Date.** The Effective Date of this Agreement is the last date upon which it is signed by any of the Parties hereto.

**1.2. Expiration.** Unless terminated sooner, this Agreement shall be in full force and effect for 10 years or until The County adopts new Old Town Eden Village development regulations that govern development on the Project Site and that:

**1.2.1.** Implement an Old Town Eden Village as contemplated in the Ogden Valley General Plan;

**1.2.2.** Create opportunities for street-level retail operations that directly adjoin the public right-of-way; and

**1.2.3.** Provide building design standards that create a common design theme for new buildings in the village area.

**1.3. Termination.** This Agreement may be terminated as follows:

**1.3.1.** This Agreement may be terminated by mutual written agreement of the Parties; or

**1.3.2.** The County agrees to allow the Agreement to terminate upon the Petitioner's written request (at least thirty days prior to the desired termination date) if the Petitioner desires to terminate the obligations of the Agreement and return the Project Site back to the rights, standards, and regulations of the AV-3 zone. Unless a superseding agreement between Petitioner and the County is executed, the parties agree that termination under this circumstance will:

**1.3.2.1.** Constitute a formal request for the reversion of the Project Site back to the rights, standards, and regulations of the AV-3 zone;

**1.3.2.2.** Require that any new right established thereafter shall comply with the AV-3 zone;

**1.3.2.3.** If any development has begun, not relieve the Petitioner of any obligation owed the County under the terms of this Agreement which are outstanding at the time of the termination;

**1.3.2.4.** Not affect any nonconforming right previously established under this Agreement, as provided by law; and

**1.3.2.5.** Not become effective until the County has rezoned the property back to the AV-3 zone, or 90 days from the date the County receives Petitioner's written request for the Agreement's termination, whichever comes first.

**2. Project Description.** The Project consists of the remodeling or reconstruction of one or more buildings on the Project Site on or after the Effective Date of the Agreement. The Project also consists of the construction of new main buildings on Horseshoe, LLC Parcel # 20-047-0040 that will be constructed at the public right-of-way in a manner that mimics a main street design commonly found in Old West mining towns between the years 1880 and 1910, as generally illustrated in Exhibit D. The Parties understand and agree that the Petitioner is not obligated to construct the buildings illustrated in Exhibit D, but rather that the Petitioner will use the general concept of building layout and street orientation, along with development standards outlined herein, as the guide to designing and constructing the Project's actual buildings. On Sunnyfield, LLC Parcels # 22-047-0052 and 22-047-0053 the designs of

the existing buildings and new buildings are, and will be, more agricultural in orientation, except as may be established otherwise herein.

3. **Design Standards – Parcel #20-047-0040.** Petitioner agrees that until the street frontage of this parcel is fully built-out, any new building constructed on the parcel shall comply with the following requirements.

**3.1. Street-Facing Façade.** The building shall have a street-facing front facade that:

**3.1.1.** Is directly adjacent to the public street right-of-way and provides a visually obvious main entrance that opens onto the public street right-of-way. The County agrees that portions of a building may be setback from the street right-of-way for entrances, or to provide outside dining, shopping, or other similar human activity that can visually or otherwise attract attention of, or be a point of interest for, the passing general public.

**3.1.2.** Provides at least 50 percent transparent fenestration on the first story's street-facing façade, and provides at least 30 percent fenestration on the street-facing façade for any other story above the first.

**3.2. Base, Body, and Cap.** The building shall be constructed with a building base, body, and cap as generally illustrated in Exhibit D; each providing different building facade styles, techniques, horizontal planes, materials or similar stylistic diversity to clearly establish a distinction between the three.

**3.3. Vertical Breaks in Horizontal planes greater than 50ft.** Any building facades of greater than 50 feet in length shall provide vertical interruptions through the use of lines, columns, surface depth changes, material changes, or color changes.

4. **Design Standards – Parcel #22-047-0052.** Except for buildings that follow the design standards of Paragraph 3 of this Agreement, which are allowed on this parcel, Petitioner agrees that development on Parcel #22-047-0052 will be designed and executed in compliance with following:

**4.1. Building Setbacks.** Buildings will be setback from the public street right-of-way, as determined in Paragraph 7.1 of this Agreement, a minimum of 50 feet. The building setback area will be left open and unobstructed by buildings or other development from the ground to the sky, except that an entrance monument, gateway, archway, sign, or other similar uninhabitable structure that provides insignia is permitted adjacent to the public right-of-way.

**4.2. Building Design.** Any new building constructed in the CV-2 zone on this parcel shall have an old west design that is complimentary to the existing farm structures and agricultural nature of the current farm site.

**4.3. Parking lot location.** A surface parking lot is permitted in the building setback if area for parking cannot be reasonably located on Parcel #22-047-0053 or in the rear of building locations.

**4.4. Main Vehicle Entrance.** A main vehicle entrance to the Project Site will be provided from 5500 East Street. The entrance will remain aligned with 2100 North Street to create a four-way intersection with 5500 East Street and 2100 North Street.

5. **Design Standards – Parcel #22-047-0053.** Except for buildings that follow the design standards of Paragraph 3 of this Agreement, which are allowed on this parcel, Petitioner agrees that development on Parcel #22-047-0053 will be designed and executed in compliance with following:

**5.1. Building Setbacks.** Buildings will be setback from the public street right-of-way, as determined in Paragraph 7.1 of this Agreement, a minimum of 50 feet. Buildings accessory and incidental to the agricultural operations that are located within the CV-2 zone will be setback at least 50 feet from the public street right-of-way.

**5.2.** Buildings within the CV-2 zone will have an old west design that is complimentary to the existing farm structures and agricultural nature of the current farm site.

5.3. County agrees that this parcel may be used for vehicle parking<sup>1</sup> for the entire Project Site.

6. **Allowed Uses.** The Parties agree that the uses allowed in the CV-2 zone, as memorialized in Exhibit B, may be established on the Project Site, excluding those uses shown with strike-through in Exhibit B.

7. **General Provisions**

7.1. **Dedication.** Prior to initiation of construction of any new building on the Project Site, Petitioner agrees to convey to Weber County land along 5500 East Street to meet the following standards and operational provisions:

7.1.1. **Street Right-of-Way Width.** The land that is conveyed shall be sufficient to create the lesser of either:

7.1.1.1. At least a 50-foot wide public street right-of-way half-width, as determined by the County Surveyor; or

7.1.1.2. A public street right-of-way boundary that is aligned with the front of the existing buildings closest to the street right-of-way on Parcel #22-047-0040, and runs parallel to the street centerline for the entire width of the Project Site.

7.1.2. **Street Right-of-Way Infrastructure.** County agrees that Petitioner may install pedestrian and vegetation infrastructure that mimics the infrastructure previously installed for the existing street-front buildings on Parcel #22-047-0040, provided that the infrastructure is designed to meet all state and federal regulations pertaining to public spaces, and provided that Petitioner enters into a separate perpetual maintenance agreement for Petitioner's continuous operation and maintenance of the infrastructure until such time that County is ready to operate and maintain it.

7.1.3. **Effect of Changing Infrastructure Requirements.** County agrees to allow for flexibility in the implementation of any future street right-of-way infrastructure standard or requirement in a manner that will create the least impact, if any, on infrastructure installed by Petitioner but that will still provide for aesthetic and safety consistencies of other future planned infrastructure along the same block-length.

7.2. **Assignability.** The Petitioner, as the landowner of the Project Site at the time of the execution of this Agreement, may sell, convey, reassign, or transfer the Project Site or Project to another entity at any time, provided any resulting division of land, if applicable, complies with County laws.

7.3. **Binding Effect.** This Agreement shall be binding upon the Parties and their respective heirs, successors (by merger, consolidation or otherwise) and assigns, devisees, administrators, representatives, lessees and all other persons or entities acquiring all or any portion of the Project, any lot, parcel or any portion thereof within the Project Site, or any interest therein, whether by sale, operation of law, devise, or in any manner whatsoever.

7.4. **Utah Law.** This Agreement is entered into under the laws of the State of Utah, and the Parties hereto intend that Utah law shall apply to the interpretation hereof.

7.5. **Authority.** Each Party represents and warrants that it has the respective power and authority, and is duly authorized, to enter into this Agreement on the terms and conditions herein stated, and to execute, deliver and perform its obligations under this Agreement.

7.6. **Duty to Act Reasonably and in Good Faith.** Unless otherwise expressly provided, each party shall act reasonably in giving consent, approval, or taking any other action under this Agreement. The Parties agree that each of them shall at all times act in good faith in order to carry out the terms of this Agreement and each of them covenants that it will not at any time voluntarily engage

in any actions which frustrate the purpose and intent of the Parties to develop the Project in conformity with the terms and conditions specified in this Agreement.

**7.7. Communication and Coordination.** The Parties understand and agree that the process described in this Agreement depends upon timely and open communication and cooperation between the Parties. The Parties agree to use best efforts to communicate regarding issues, changes, or problems that arise in the performance of the rights, duties and obligations hereunder as early as possible in the process, and not wait for explicit due dates or deadlines. Each party agrees to work cooperatively and in good faith toward resolution of any such issues.

**7.8. Entire Agreement.** This Agreement, together with all Attachments hereto, constitutes the entire Agreement between the Parties with respect to the subject matter of this Agreement. This Agreement is specifically intended by the Parties to supersede all prior agreements between them, whether written or oral.

**IN WITNESS HEREOF, the Parties hereto, having been duly authorized, have executed this Agreement.**

**(Signatures on following pages)**

**Documents Attached:**

Exhibit "A" (Project Site Boundary)

Exhibit "B" (CV-2 Allowed and Excluded Uses)

Exhibit "C" (Legal Description)

Exhibit "D" (General Design Standards)

## SIGNATORIES

## "County"

Weber County, a body corporate and politic of the State of Utah

By: C. Gage  
Gage Froerer  
Chair, Weber County Commission

DATE: December 22, 2020

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

## "Petitioner"

Horseshoe, L.L.C.

By: Shawn Clegg  
Print Name: SHAWN CLEGG  
Title: MANAGER

Date: December 22, 2020Petitioner Acknowledgement

(Corporation)

State Of Utah )  
 ) ss.  
County Of Weber )

On the 22 day of Dec, 2020, personally appeared before me Shawn CLEGG, who being by me duly sworn, did say that he is the Manager of Horseshoe LLC, a limited liability company, and that the foregoing instrument was signed in behalf of said limited liability company by authority of its members or its articles of organization; and said person acknowledged to me that said limited liability company executed the same.

[Signature]  
My Commission Expires

Weber County  
Notary Public, residing in



"Petitioner"

Sunnyfield, L.L.C.

By: [Signature]  
Print Name: SHAWN CLEGG  
Title: MANAGER

Date: December 22, 2020

Petitioner Acknowledgement  
(Corporation)

State Of Utah )  
 ) ss.  
County Of Weber )

On the 22 day of Dec, 2020, personally appeared before me Shawn Clegg, who being by me duly sworn, did say that he is the Manager of Sunnyfield LLC, a limited liability company, and that the foregoing instrument was signed in behalf of said limited liability company by authority of its members or its articles of organization; and said person acknowledged to me that said limited liability company executed the same.

[Signature]  
My Commission Expires

Weber County  
Notary Public, residing in





**Exhibit "A"**





**Exhibit "B"**

**CV-2 Zone Use Table**

The following is a list of uses governed by the CV-2 zone at the time of the execution of this Agreement. Petitioner agrees to additional limits to these uses, as graphically shown in ~~strikeout~~ and underline text herein.

The uses designated as "P" are permitted uses. Uses designated as "C" are allowed only when authorized by a conditional use permit obtained as provided by the Weber County Land Use Code. Uses designated with an "N" are not allowed.

|                                                                                                                                                                                                                    | <b>CV-2</b>           |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|
| Academies/studios for dance, art, sports, etc.                                                                                                                                                                     | P                     |
| 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                     |
| Animal hospital                                                                                                                                                                                                    | C                     |
| Antique, import or souvenir shop                                                                                                                                                                                   | P                     |
| Archery shop and range, provided it is conducted within an enclosed building                                                                                                                                       | P                     |
| Art and artists gallery or supply store                                                                                                                                                                            | P                     |
| Assisted living facility including convalescent or rest home                                                                                                                                                       | P                     |
| Athletic, recreational equipment, and sporting goods sales/ rentals, excluding sale or repair of motor vehicles, motor boats or motors                                                                             | P                     |
| Auction establishment                                                                                                                                                                                              | C                     |
| Automobile repair including paint, body and fender, brake, muffler, upholstery, or transmission work provided it is conducted within an enclosed building                                                          | <del>C</del> <u>N</u> |
| Automobile, new or used sales/service                                                                                                                                                                              | <del>C</del> <u>N</u> |
| Awning sales and service                                                                                                                                                                                           | P                     |
| Bakery                                                                                                                                                                                                             | P                     |
| Bank or financial institution not including payday loan services                                                                                                                                                   | P                     |

|                                                                                     |               |
|-------------------------------------------------------------------------------------|---------------|
| Barbershop                                                                          | P             |
| Beauty shop                                                                         | P             |
| Bed and breakfast dwelling                                                          | P             |
| Bed and breakfast inn                                                               | P             |
| Bed and breakfast hotel                                                             | C             |
| Brewery, micro in conjunction with a restaurant                                     | P             |
| Bicycle sales and service                                                           | P             |
| Billiard parlor                                                                     | C             |
| Boarding house                                                                      | C             |
| Boat sales and service                                                              | <del>EN</del> |
| Boat and personal water craft rentals as an accessory use to boat sales and service | <del>EN</del> |
| Book store, retail                                                                  | P             |
| Bowling alley                                                                       | C             |
| Butcher shop, excluding slaughtering                                                | P             |
| Cafe                                                                                | P             |
| Camera store                                                                        | P             |
| Candy store, confectionery                                                          | P             |
| Car rental agency                                                                   | <del>PN</del> |
| Car wash, automatic                                                                 | <del>EN</del> |
| Car wash, manual spray                                                              | <del>PN</del> |
| Catering establishment                                                              | P             |

|                                                                                                                                                                                                                                                                               |   |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|
| Church                                                                                                                                                                                                                                                                        | P |
| Clinics, medical or dental                                                                                                                                                                                                                                                    | P |
| Clothing and accessory store                                                                                                                                                                                                                                                  | P |
| Communication equipment building                                                                                                                                                                                                                                              | P |
| Convenience store                                                                                                                                                                                                                                                             | P |
| Costume rental                                                                                                                                                                                                                                                                | P |
| Data processing service and supplies                                                                                                                                                                                                                                          | P |
| Day care center                                                                                                                                                                                                                                                               | P |
| Delicatessen                                                                                                                                                                                                                                                                  | P |
| Diaper service, including cleaning                                                                                                                                                                                                                                            | P |
| Drapery and curtain store                                                                                                                                                                                                                                                     | P |
| Drug store                                                                                                                                                                                                                                                                    | P |
| Dry cleaning                                                                                                                                                                                                                                                                  | P |
| Dwelling unit, if in compliance with section 104-21-4(d)                                                                                                                                                                                                                      | P |
| Dwelling unit as part of a commercial building for proprietor or employee who also serves as a night watchman provided that an additional 3,000 square feet of landscaped area is provided for the residential use. The provisions of section 104-21-4(d) are not applicable. | P |
| Educational institution                                                                                                                                                                                                                                                       | P |
| Electrical and heating appliances and fixtures sales and service                                                                                                                                                                                                              | P |
| Electronic equipment sales and service                                                                                                                                                                                                                                        | P |
| Employment agency                                                                                                                                                                                                                                                             | P |
| Fabric and textile store                                                                                                                                                                                                                                                      | P |

|                                                            |   |
|------------------------------------------------------------|---|
| Farm implement sales                                       | C |
| Feed and seed store, retail                                | P |
| Flooring sales and service, carpet, rug and linoleum       | P |
| Florist shop                                               | P |
| Fitness, athletic, health, recreation center, or gymnasium | P |
| Fruit and vegetable store or stand                         | P |
| Furniture sales and repair                                 | P |
| Fur apparel sales, storage or repair                       | P |
| Garden supplies and plant materials sales                  | P |
| Gift store                                                 | P |
| Glass sales and service                                    | P |
| Government office buildings                                | P |
| Greenhouse and nursery                                     | P |
| Grocery store                                              | P |
| Grooming for small animals                                 | P |
| Gunsmith                                                   | P |
| Hardware store                                             | P |
| Health food store                                          | P |
| Hobby and crafts store                                     | P |
| Hotel                                                      | C |
| House cleaning and repair                                  | P |



|                                                                                                     |               |
|-----------------------------------------------------------------------------------------------------|---------------|
| Household appliance sales and incidental service                                                    | C             |
| Ice cream parlor                                                                                    | P             |
| Insulation sales                                                                                    | P             |
| Interior decorator and designing establishment                                                      | P             |
| Jewelry store sales and service                                                                     | P             |
| Laboratory, dental or medical                                                                       | P             |
| Laundromat                                                                                          | P             |
| Lawn mower sales and service                                                                        | P             |
| Library                                                                                             | P             |
| Linen store                                                                                         | P             |
| Liquor store                                                                                        | C             |
| Locksmith                                                                                           | P             |
| Lodge or social hall                                                                                | P             |
| Meat, custom exempt cutting, wrapping, and processing of livestock and game, excluding slaughtering | C             |
| Medical supplies                                                                                    | P             |
| Miniature golf                                                                                      | C             |
| Monument works and sales                                                                            | P             |
| Mortuary                                                                                            | C             |
| Motel                                                                                               | C             |
| Motorcycle and motor scooters sales and service                                                     | <del>CN</del> |
| Museum                                                                                              | P             |

|                                                   |           |
|---------------------------------------------------|-----------|
| Music store                                       | P         |
| Office supply                                     | P         |
| Ornamental iron sales or repair                   | C         |
| Paint or wallpaper store                          | P         |
| Park and playground                               | P         |
| Parking lot or garage as a main use               | <u>CN</u> |
| Pest control and extermination                    | P         |
| Pet and pet supply store                          | P         |
| Pharmacy                                          | P         |
| Photo studio                                      | P         |
| Plumbing shop                                     | P         |
| Post office                                       | P         |
| Pottery, sales and manufacture of crafts and tile | P         |
| Printing, copy sales and services                 | P         |
| Private liquor club                               | C         |
| Professional office                               | P         |
| Public utilities substation                       | C         |
| Radio and television sales and service            | P         |
| Radio or television broadcasting station          | P         |
| Real estate agency                                | P         |
| Reception center or wedding chapel                | C         |

|                                                                                                                                            |    |
|--------------------------------------------------------------------------------------------------------------------------------------------|----|
| Recreational vehicle storage                                                                                                               | EN |
| Rental, equipment: <u>excluding motor vehicles, motorized watercraft, or their trailers</u>                                                | P  |
| Restaurant                                                                                                                                 | P  |
| Restaurant, drive-in                                                                                                                       | EN |
| Restaurant, drive-through                                                                                                                  | EN |
| Second-hand store                                                                                                                          | P  |
| Self storage, indoor units for personal and household items                                                                                | EN |
| Service station, automobile excluding body, fender, and upholstery work                                                                    | PN |
| Service station, automobile with 1 bay automatic car wash as an accessory use                                                              | PN |
| Sewing machine sales and service                                                                                                           | P  |
| Shoe repair                                                                                                                                | P  |
| Shoe store                                                                                                                                 | P  |
| Snow plow and removal service                                                                                                              | EN |
| Snowmobile, ATV sales and repair                                                                                                           | EN |
| Soil and lawn service                                                                                                                      | P  |
| Spa                                                                                                                                        | P  |
| Tailor shop                                                                                                                                | P  |
| Tavern, beer pub                                                                                                                           | C  |
| Taxidermist                                                                                                                                | P  |
| Temporary building for uses incidental to construction work. Such buildings shall be removed upon the completion of the construction work. | P  |
| Theater, indoor                                                                                                                            | P  |

|                                         |   |
|-----------------------------------------|---|
| Tobacco shop                            | P |
| Toy store, retail                       | P |
| Trade or industrial school              | C |
| Travel agency                           | P |
| Upholstery shop                         | P |
| Vendor, short-term                      | P |
| Ventilating equipment sales and service | C |
| Video sales and rental                  | P |
| Window washing establishment            | P |

**Exhibit "C"**

**Legal Description**

**Re-Zone Description**

A part of the Southeast Quarter of Section 34 and the Southwest Quarter of Section 35, Township 7 North, Range 1 East, Salt Lake Base & Meridian, U.S. Survey, Beginning at a point on an existing East and West running fence, Said Point being 988.80 feet North 0°18'55" East along the Section line from the Southeast corner of said Section 34; running thence North 88°07'31" West 281.31 feet; thence North 0°18'55" East 620.14 feet more or less to the South line extended of the current CV-2 Zone; thence along the South line of said Zone CV-2 South 88°11'08" East 325.17 feet to the East right-of-way of 5500 East Street; thence along said right-of-way the following three (3) courses: (1) South 2°15'12" West 314.83 feet, (2) South 88°27'07" East 12.47 feet, and (3) South 2°08'33" West 305.50 feet; thence North 88°07'31" West 35.93 feet to the point of beginning.

Contains 4.569 acres.

**Exhibit "D"**

**Examples of Building Design Standards and  
 Period Appropriate Architectural Style**



**EXAMPLE OF PERIOD APPROPRIATE ARCHITECTURAL STYLE**





Exhibit D – Street View of Existing Conditions

