

WEBER COUNTY

ZONING DEVELOPMENT AGREEMENT

1. **PARTIES:** The parties to this Zoning Development Agreement (Agreement) are Frank S. Bleier ("the petitioner") and Weber County, A body corporate and politic (County), as represented by the Weber County Commission, (Commission).
2. **EFFECTIVE DATE:** The effective date of this Agreement will be the date that rezoning approval is granted by the Commission.

3. **RECITALS:**

WHEREAS, the petitioner seeks to rezone property generally located at 1850w
400 N within the unincorporated area of Weber County, Utah from and
A-1 Agriculture Zone to a M-1 Manufacturing Zone for the purpose of: developing
a commercial and light industrial park including offices warehousing uses
which property consists of approximately 2.3 acres and is more particularly described
on EXHIBIT A attached hereto and incorporated herein by this reference ("the
property"); and,

WHEREAS, the County seeks to promote the health, welfare, safety, convenience and
economic prosperity of the inhabitants of the County through the establishment and
administration of Zoning Regulations concerning the use and development of land
in the unincorporated area of the County as a means of implementing adopted Land
Use Master Plans of all or part of the County; and

WHEREAS, the Zoning Regulations of the County provide for a Development
Agreement between a Zoning Petitioner and the County which sets forth the rights,
responsibilities, obligations and expectations of both parties when a Zoning petition
is approved, and

WHEREAS, the purpose of the Development Agreement is to protect the County in
fulfilling the purposes of zoning in promoting the general welfare, safety, health,
convenience and economic prosperity of the citizens of Weber County by requiring
a linkage between rezoning petitions which contain a promise of development, and
actual construction of such development within a reasonable specified period of time,
and also to protect the petitioner from the adverse effects of future changes in zoning
regulations and approvals due to change of conditions, attitudes or public pressure
as he pursues his goals prior to construction, and

15-DEC-2010, 3:00 PM
15-MED-2017

WHEREAS, the mutual promises, covenants and obligations contained in this Agreement are entered into voluntarily by and for the benefit of each part hereto, and

WHEREAS, the petitioner considers it to his benefit and advantage to have the County review the rezoning petition based upon a knowledge of what is proposed for the property so that more enlightened consideration can be made of compatibility with the County's Master Plan and surrounding uses, whether the proposed development provides a needed service and offers greater convenience to the public and whether changed conditions warrant a change in zoning, etc. Having more specific facts upon which to make a judgment, will result, the petitioner believes, in greater consideration by the County than if a judgment has to be made based upon a generalization that any use in the requested zone may result if granted.

NOW THEREFORE, the Parties hereby AGREE as follows:

PETITIONERS RESPONSIBILITIES AND COMMITMENTS

4. **Development Plan Concept Design and Proposed Uses:** The petitioner specifies that the intended uses of the property for which rezoning is petitioned and the design concept that will be developed if the rezoning petition is successful, is shown on the plan and documents marked EXHIBIT B which are attached and made a part of this agreement.

This plan will be developed into greater detail, in whole or in part for presentation at the time of County Site Plan Review, Conditional Use or Land Use Permit Application, but may not be changed or amended so as to alter to any significant degree, the concept approved by the execution of this document.

5. **Development to be Actively Pursued:** The petitioner acknowledges that the commitment of rezoning granted by the County to the petitioner is predicated upon the accomplishment of the approved development and that if development does not occur, then the public purpose to be gained by the rezoning does not result. The petitioner therefore agrees that once rezoning is granted, he will actively pursue the arrangements for development of the property in a manner represented in the approved Concept Development Plan and attached documents.

6. **Restriction of Other Uses:** The petitioner agrees that only uses which fall within the general use types included in the Concept Development Plan and attached documents and which comply with the Zoning Ordinance provisions, will be approved on the property as part of more specific and more detailed Development Plans. No other use types will be approved until or unless this Agreement and the approved Concept Plan are amended or voided.
7. **Protective Covenants:** The petitioner agrees that protective covenants developed to guarantee certain commitments to the Slaterville residents and to help achieve the type of development desired by petitioner and the County shall be attached hereto and incorporated by reference into this agreement and become a part hereof.

COUNTY'S RESPONSIBILITIES AND COMMITMENTS

8. **Finding of Public Benefits and Plan Approval:** Because the petitioner has narrowed his development options and specified a development concept as part of his rezoning request, the County has been able to more clearly identify the public benefits of need, convenience, economic ^{prosperity} ~~property~~, safety and general welfare that will result.

The Commission therefore approves and accepts the proposed development concept as shown on the submitted plans and associated documents for the subject property and agrees to take the necessary action to grant the requested rezoning. The approval of this concept plan and general land use types is recognized even though physical conditions, public opinion and County Administrations may change in the future so long as the provisos of this Agreement are held to.

9. **Recognition of Restrictive Covenants:** In considering any development for the property, the County recognizes the protective covenants filed as part of this agreement and as such the County agrees not to issue any permit in conflict with the provisions of the covenants.

OTHER PROVISIONS

10. **Covenant Running with the Land:** The responsibilities and commitments of the petitioner and the County as detailed in this document, when executed shall constitute a covenant and restriction running with the land and shall be binding upon the petitioner/owner, his assigns and successors in interest and shall be duly recorded in the Office of the County Recorder.

The covenant may be removed by the approval of both parties upon the completion of the terms of this Agreement or upon the voiding of the Agreement by default and the reversion of the zoning of the property to its former or other appropriate zone designation.

11. **Voluntary Agreement.** Both parties recognize that this agreement is entered into voluntarily and provides for accrual of benefits and the protection of interests of both parties.
12. **Land Use Permits:** The County will issue land use permits for only those buildings and uses determined to be within the general land use types listed on the Concept Development Plan and more specifically on more detailed development plans of the project or major phase thereof submitted to and approved by the County.
13. **Default:** The following conditions, occurrences or actions constitute a default by the petitioner, his assigns or successors in interest:
 - a. failure to pursue the development of the property as approved on the Concept Development Plan within a reasonable time.
 - b. disposing of the property for any other purpose than that approved by this Agreement, the Concept Development Plan and approved general uses and any subsequent more detailed plans and uses approved by the County.
 - c. A written petition by the petitioner, his assigns or successors in interest, filed with the County seeking to void or materially alter any of the provisions of this Agreement.
14. **County's Rights upon Default - Reversion of Zoning:** In the event that any of the conditions constituting default by the petitioner, his assigns or successors in interest, occur, the County finds that the public benefits as outlined in this Agreement, may not be realized and the end purpose of the rezoning of compatible development offering needed services may not result.

In such a case, the County shall examine the reasons for the delay and lack of progress, or proposed major change of plans, etc. and either approve an extension of time or major change of the concept plan or initiate steps to revert the zoning designation to its former or other appropriate zone.

15. **Amendment or Modification:** The parties may amend or modify the provisions of this Agreement, the Concept Development Plan and list of use types only by written instrument and after considering the recommendation of the County Planning Commission which may hold a public hearing to determine public feeling on the proposed amendment or modification.

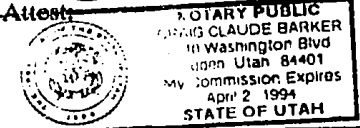
15. **Length of Agreement:** This Agreement with any amendments shall be in full force and effect until all construction and building occupancy has taken place as per approved development plans or until the property covered herein has been reverted to its former or other appropriate zone designation as a result of default.

16. **Immunity:** Nothing contained in this Agreement constitutes a waiver of the County's sovereign immunity under any applicable state law.

Approved by the parties herein undersigned this 7th
day of December, 1990

Craig Claude Barker

Frank Blair
Zoning Petitioner

Attest: 
NOTARY PUBLIC
CRAIG CLAUDE BARKER
10 Washington Blvd
Ogden Utah 84401
My Commission Expires
April 2 1994
STATE OF UTAH

Lawrence Peterson
Weber County

Attest: *[Signature]*

Documents Attached:

- Exhibit A - Property description of area petitioned for rezoning
- Exhibit B - List of Intended Uses and Concept Development Plan

Cardon

Land Title Company

TITLE INSURANCE - ESCROW CLOSING SERVICES

2562 Washington Boulevard — Ogden, Utah 84401
Telephone 393-5383

EXHIBIT A
RECEIVED

AUG 22 1990

WEBER COUNTY
PLANNING COMMISSION

A part of the West One-Half of Section 12, and a part of the East Half of Section 11, Township 6 North, Range 2 West, Salt Lake Base and Meridian, U. S. Survey: BEGINNING at a point on the North line of the Blair Investment, LTD. property 15.8 chains, more or less, South of the Northwest Corner of said Section 12, and running thence South $89^{\circ} 45'$ East along said property 3250.1 feet, more or less, to the West line of the Willard Canal; thence South along the canal 1125.6 feet, more or less; to a point 1799 feet North of the South line of the North Half of the Southwest Quarter of said Section 12; thence West 2558.32 feet, more or less, to a point 691.78 feet East of the West line of said Section 12; thence South 618.60 feet, more or less, to a point 869.40 feet North of the centerline of 400 North Street; thence West 270 feet; thence South 220 feet; thence North 64° West 440 feet, more or less, to the East line of the Interstate Highway; thence Northerly along the Easterly line of said Highway to a point 12.2 feet, more or less, North and 82 feet, more or less, West of the point of beginning; thence East 82 feet to the West line of said Section 12; thence South 12.2 feet, more or less, to the place of beginning.

Titles Insured By **Lawyers Title Insurance Corporation** Richmond, Virginia
"One of the Nations Largest and Strongest Title Insurance Companies"
Member American Land Title Association & Utah Land Title Association

1130105 BK1593 P61344

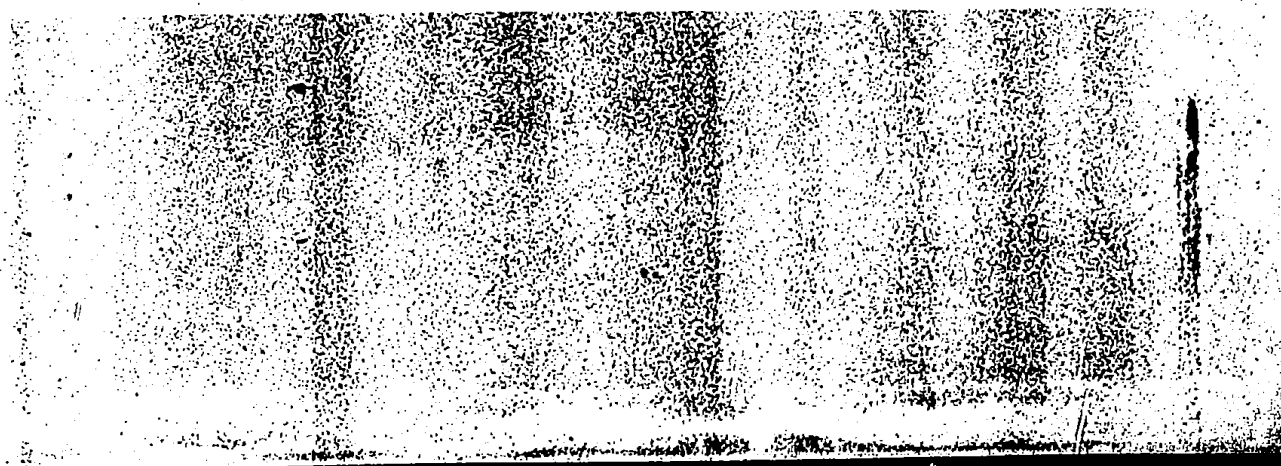
POSSIBLE COMMERCIAL BUSINESSES

- 1. Convenience store
- 2. Motel
- 3. Child Care
- 4. Farm and Garden
- 5. Spa
- 6. Bank (Drive-In)
- 7. Restaurant
- 8. Fast Food Mall
 - Burger
 - Chicken
 - Fish
 - Chinese
 - Mexican
- 9. Speciality Shops
- 10. Boats and Recreation
- 11. Business Building
- 12. Building Materials Mall

Sprinklers	Roofing	Appliance
Aluminum	Insulation	Paint
Hot tubs	Plumbing	Wallcover
Fencing	Carpet	Heat and Air
Draperies	Electric	Stoves
Flooring	Wood Furniture	
- 13. Copying Beauty Real Estate
 Photo Barber Insurance
- 14. Tune-up Lube
 Tires Auto parts

*This is the list of Commercial
 general use types that
 the Commission approved for
 as a part of the Concept
 Development Plan.
 Oct. 10-29-90*

1130105 BK1593 PG1345



E# 1130105 BK1593 P61346
PINEBROOK - BUSINESS CENTER

Post Office
Business Building
Technology
Telemarketing
Printing
Foods
Electronic
Construction
Advertising
Transportation
Recreation
Communication
Services
Warehousing

Create a wholesome environment for the conducting of selective commercial, business, manufacturing and marketing enterprises which do not create a hazard or are not offensive due to appearance or to the emission of noxious odors, smoke or noise, and to promote research laboratories and regional office facilities. Land uses or conditional land uses shall first be approved by the Review Board and the Weber County Planning Commission.

PROHIBITED USES

- V. No portion of the property may be occupied by any of the following uses:
- (1) Residential purposes shall be limited to a specific area of the CORPORATION and shall be controlled by separate covenants.
 - (2) Animals and fowl feed yards, stockyards or slaughter houses.
 - (3) Gravel pits, quarries, rock crusher, etc.
 - (4) Animal by-products plant, garbage, offal or dead animal reduction or dumping.
 - (5) Junk or salvage yards or metal crushing for salvage.
 - (6) Manufacture, distribution or sale of explosives.
 - (7) Storage in bulk of junk, wrecked autos or other unsightly or second hand materials.
 - (8) No portion of the premises or any portion thereof, of any building or structure thereon at any time shall be used for the manufacturing, storage, distribution or sale of any products or items which shall increase the fire hazard of adjoining property; or for any business which constitutes a nuisance or causes the emission of odors, smoke or gas, dust, noise or vibrations which will injure the reputation of said premises or the neighboring property, or for any use which is in violation of the laws of Weber County and the State of Utah.

YARD SPACES

- VI. All buildings which may be erected on any of the property contained in the Pinebrook Business Park

1130105 BK1593 Pg1347

Park. Where a proposed development could become offensive, the Review Board shall have the right to require special equipment or special design features to overcome such conditions.

STORAGE

- X. No land or buildings shall be used so as to permit the keeping of articles, goods or materials in the open exposed to public view. When necessary to store or keep such materials in the open, the lot or area shall be fenced with a screening fence at least 6 feet in height and high enough to fully screen the material from view of the public as viewed from the streets. Said storage shall be limited to an area at least 20 feet behind the front building line.

SIGNS

XI. All signs proposed to be placed within the Business Park shall be subject to the approval of the Committee and shall conform to the following general requirements:

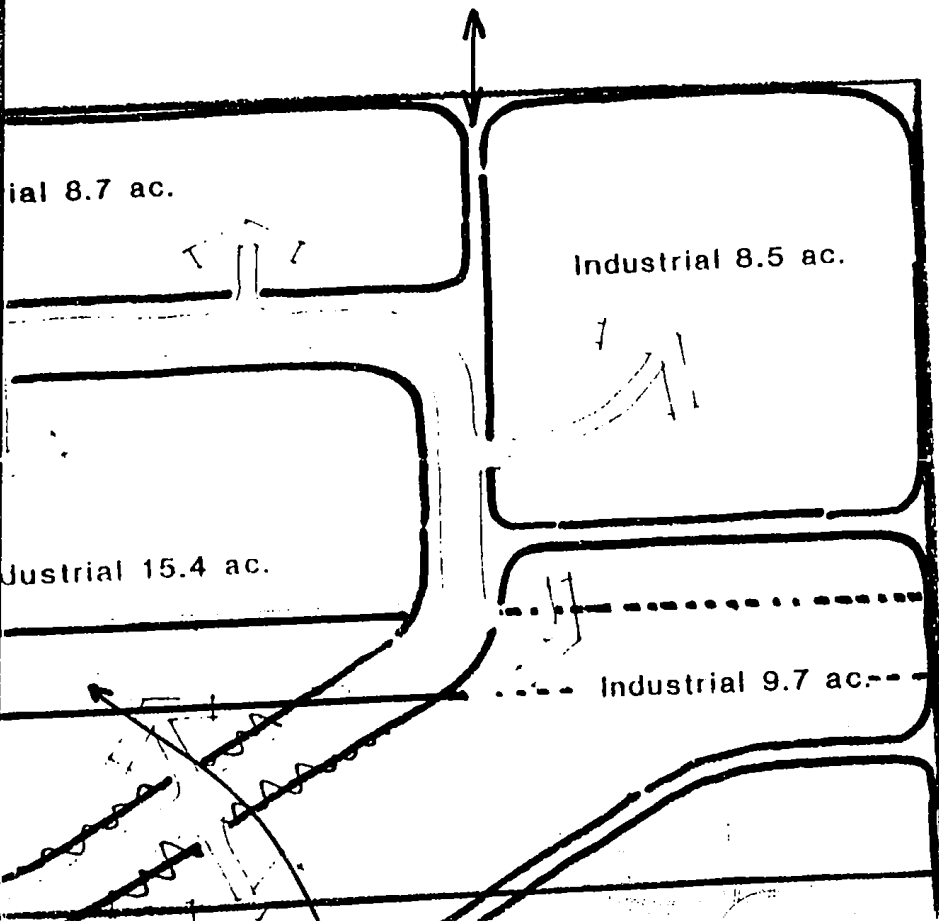
- (1) No billboards or outdoor advertising bases will be permitted.
- (2) A single sign or nameplate shall be allowed on the front of each facility (facing a street), advertising only the name, product or service of the occupant.
- (3) Signs attached to buildings shall project not more than 16 inches beyond the face of the building nor project above the parapet or eaves of the building. The face of the sign shall be parallel to the face of the building.
- (4) Total size of sign is limited to 25 square feet or one square foot for each lineal foot of the street frontage of the building, whichever is larger. A company logo sign not to exceed 16 square feet in area will be allowed in addition to the above requirement.
- (5) Signs may be independently seated in the front of the building if they are architecturally designed to add to the aesthetic appearance of the building and property.
- (6) Floodlighting of signs at night is acceptable

1130105 BK1593 Pg1348

Pine Brooks Map.

PLATED VERIFIED
ENTERED MICROFILMED

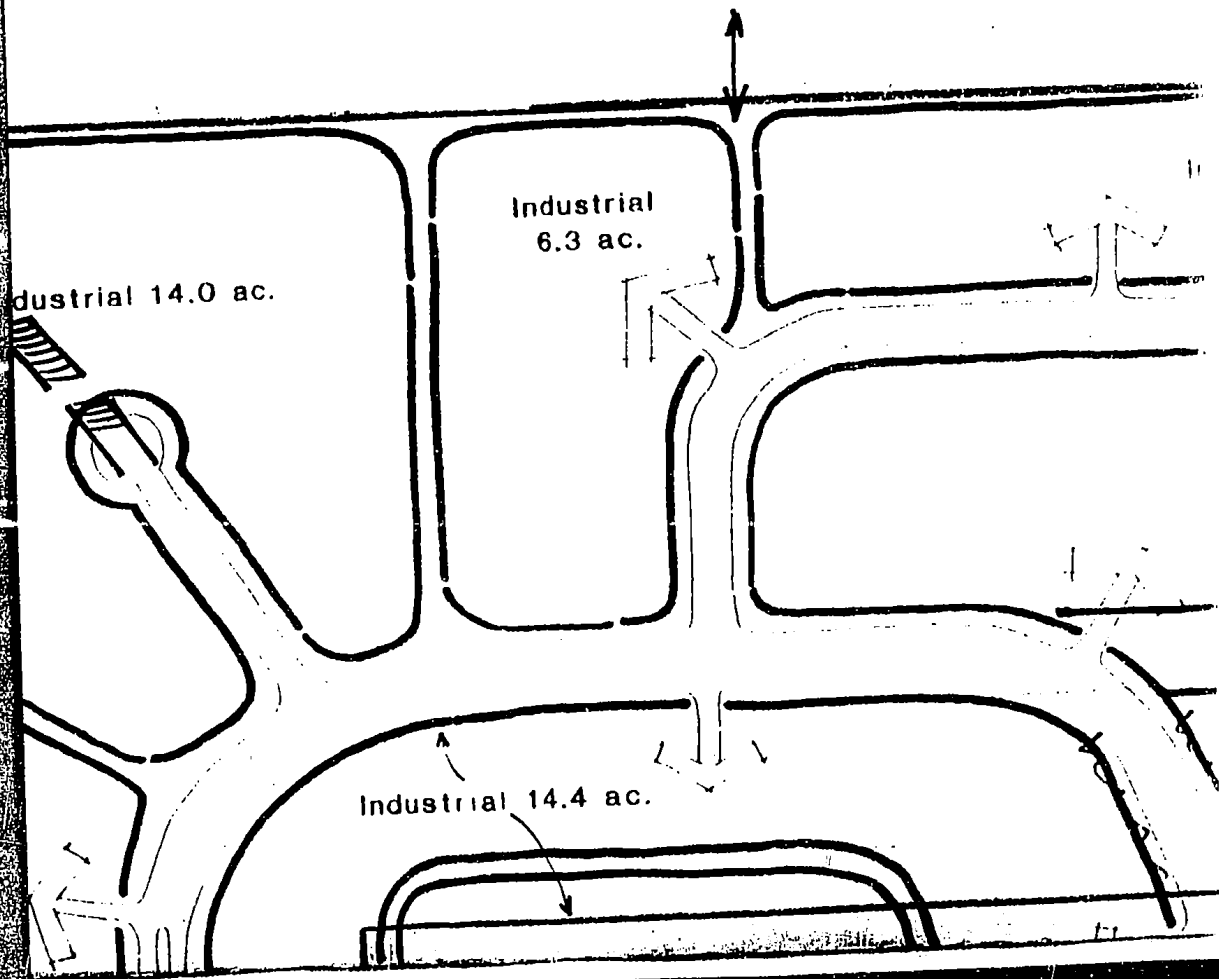
1130105 BK1593 PG1349



15- 34130105 341593 R41350

FILE 1438105 BK1593 PG1351

provide for connecting streets to the north



EXISTING
FRONTAGE
ROAD



FREEWAY

BROOKS

Primary Concept
The Grassli Group

Received by
W. C. P. C
SEPT. 14. 1990

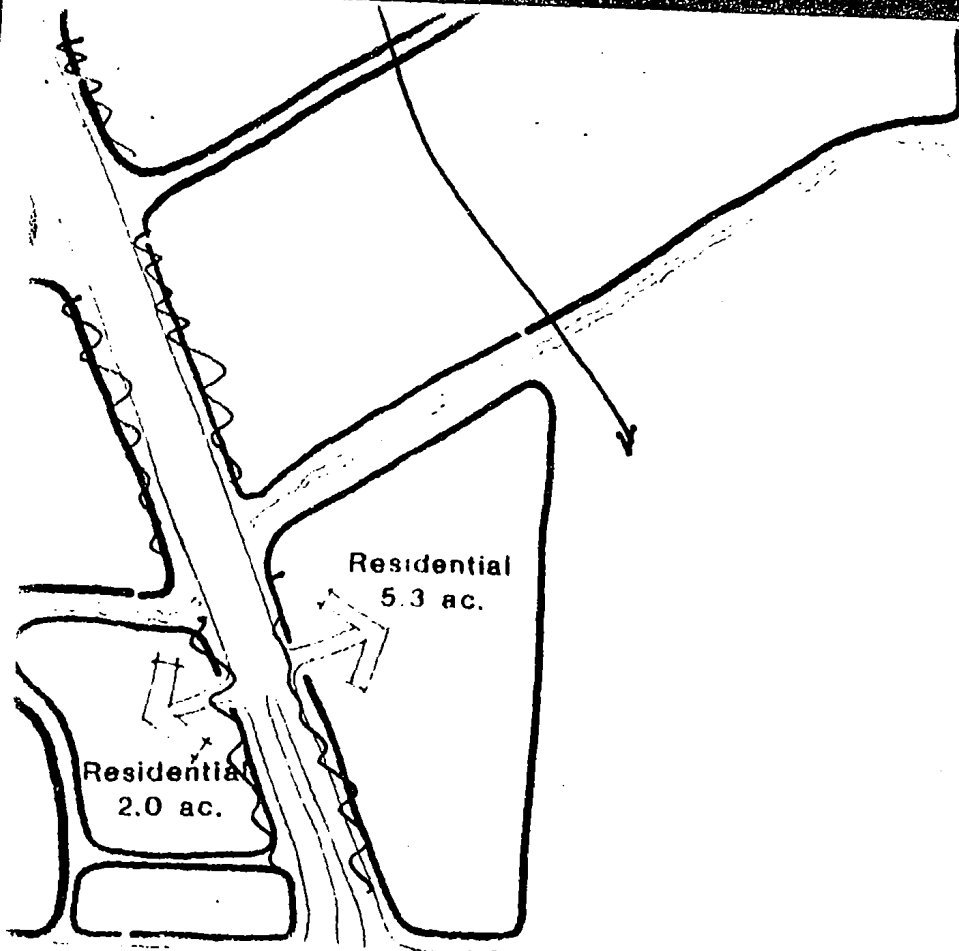
Scale: 1"=200'

<u>COMPONENT DATA</u>	<u>TOTAL</u>
...	84.7 acres
...ial	8.9 acres
...ial	11.3 acres

*I certify this is a correct copy of the original
plan submitted with notes*

*G. Shogren 1.2.91
C. G. Barko 1.2.91*

1130105 BK1593 PG1353



COPY OF
CONCEPT PLAN SUBMITTED
BY FRANK BLAIR ON SEPT 14, 1990
Z.P. B-90

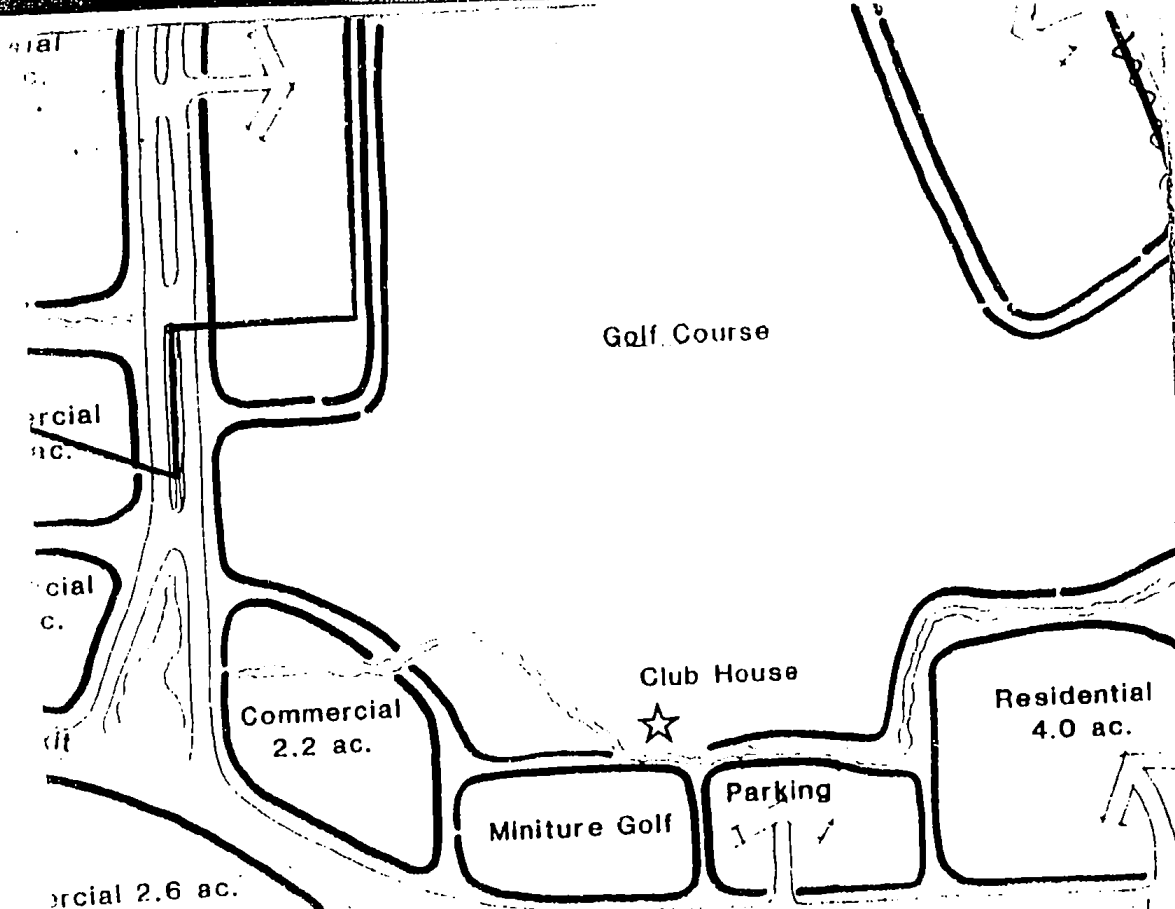
THIS IS THE CONCEPT DEVELOPMENT
PLAN APPROVED BY THE WATER CO.
COMMISSION 10.29.90. WITH THE
REASONING

EXHIBIT "B"
OF DEVELOPMENT AGREEMENT

1130105 BK1593 PG1354

PINE
Prelim
MGBA

DEVEL
Indust
Comm
Resid



Rezoning of 93 Acres to H-1 approved
 Subject to following:

1. List of Com ~~use~~ uses for allowed uses submitted by Mr Blair attached to plan.
2. Concept Development Plan as amended above with future street access to north provided.
3. Protective covenants concerning agreements with Dickman Planning Committee etc.
4. Development Agreement with County, no time period for development, but see the concept plan allowed desirable uses for C & H Zones and include protective covenants so county can administer.
5. List of Manufacturing uses. F. Blair wants to exclude to protect his properties

6/8 10-29-90

#1130105 31593 PA-355

7.7

Com
2

Com
1.6

Harrisville

Com

1130405 BK1593 PG1356