



Planning and Development Services  
860 Levoy Drive, Suite 300 • Taylorsville, UT 84123  
Phone: (385) 910-5600

## Magna Planning Commission

Public Meeting Agenda

**\*\*AMENDED\*\***

**Thursday, March 12, 2026, 6:30 P.M.**

### Location

Magna Webster Center  
8952 West Magna Main Street  
Magna, Utah

*UPON REQUEST, WITH 5 WORKING DAYS NOTICE, REASONABLE ACCOMMODATIONS FOR QUALIFIED INDIVIDUALS MAY BE PROVIDED. PLEASE CONTACT WENDY GURR AT 385-391-8268. TTY USERS SHOULD CALL 711.*

The Planning Commission Public Meeting is a public forum where, depending on the agenda item, the Planning Commission may receive comment and recommendations from applicants, the public, applicable agencies and MSD staff regarding land use applications and other items on the Commission’s agenda. In addition, it is where the Planning Commission takes action on these items, which may include: approval, approval with conditions, denial, continuance or recommendation to other bodies as applicable.

### **BUSINESS MEETING**

- 1) Election of Chair and Vice Chair 2026. (Motion/Voting)
- 2) 2026 Planning Commission Meeting Schedule. (Discussion)
- 3) Approval of November 13, 2025, Planning Commission Meeting Minutes. (Motion/Voting)
- 4) Other Business Items. (As Needed)

### **LAND USE APPLICATION(S)**

**SUB2026-001573** – Ivory Homes requests preliminary plat approval for phases 5, 6, 7 and 8 of the Mahogany Ridge Subdivision as set forth in the approved master development agreement, P-C zone plan, and community structure plan. **Acreage:** 19.5 acres. **Location:** (approximately) 8100 West 4100 South. **Zone:** P-C Planned Community. **Planner:** Jeff Miller (Motion/Voting)

### **PUBLIC HEARING(S)**

**CEZ2025-1149 - Conditional Use Permit - Suspension or Revocation** - Notice is hereby given that, pursuant to Magna Municipal Code § 19.16.040.F, the Magna Planning Commission will hold a public hearing to determine whether there has been a failure to comply with the terms and

conditions of the Conditional Use Permit issued on March 31, 2010 (the “CUP”), or any violation of Title 19 of the Magna Municipal Code occurring on the property for which the CUP was approved. The property subject to the hearing is located at 8840 West Magna Main Street, Magna, Utah 84044. At the public hearing, the Planning Commission will receive evidence and hear argument regarding alleged violations of the CUP and will determine whether the Conditional Use Permit should be suspended or revoked. **Counsel:** Clayton Preece, Smith Hartvigsen (Discussion/Hearing/Action)

**ADJOURN**

# Rules of Conduct for Planning Commission Meetings

## PROCEDURE FOR PUBLIC COMMENT

1. Any person or entity may appear in person or be represented by an authorized agent at any meeting of the Commission.
2. Unless altered by the Chair, the order of the procedure on an application shall be:
  - a. The supporting agency staff will introduce the application, including staff's recommendations and a summary of pertinent written comments and reports concerning the application
  - b. The applicant will be allowed up to 15 minutes to make their presentation.
  - c. The Community Council representative can present their comments as applicable.
  - d. Where applicable, persons in favor of, or not opposed to, the application will be invited to speak.
  - e. Where applicable, persons opposing the application, in whole or in part will be invited to speak.
  - f. Where applicable, the applicant will be allowed 5 minutes to provide concluding statements.
  - g. Surrebuttals may be allowed at the discretion of the Chair.

## CONDUCT FOR APPLICANTS AND THE PUBLIC

1. Speakers will be called to the podium by the Chair.
2. Each speaker, before talking, shall give his or her name and address.
3. All comments should be directed to the Commissioners, not to the staff or to members of the audience.
4. For items where there are several people wishing to speak, the Chair may impose a time limit, usually 3 minutes per person, or 5 minutes for a group spokesperson. If a time limit is imposed on any member or spokesperson of the public, then the same time limit is imposed on other members or spokespersons of the public, respectively.
5. Unless otherwise allowed by the Chair, no questions shall be asked by the speaker or Commission Members.
6. Only one speaker is permitted before the Commission at a time.
7. The discussion must be confined to essential points stated in the application bearing on the desirability or undesirability of the application.
8. The Chair may cease any presentation or information that has already been presented and acknowledge that it has been noted in the public record.
9. No personal attacks shall be indulged in by either side, and such action shall be sufficient cause for stopping the speaker from proceeding.
10. No applause or public outbursts shall be permitted.
11. The Chair or supporting agency staff may request police support to remove offending individuals who refuse to abide by these rules.
12. After the public comment portion of a meeting or hearing has concluded, the discussion will be limited to the Planning Commission and Staff.



**Magna City**  
8952 W Magna Main St  
Magna, UT 84044  
Phone: (385)258-3690

## **Magna City Planning Commission** **2026 Regular Meeting Schedule**

**Meeting Place:** Webster Center (8952 W Magna Main St Magna, UT 84044)

**Time:** 6:30PM (*Unless otherwise posted*)

***Pursuant to State Law and Magna Ordinance, Commissioners may participate electronically.***

*The Public is Welcome to Attend*

Thursday January 8, 2026

Thursday February 12, 2026

Thursday March 12, 2026

Thursday April 9, 2026

Thursday May 14, 2026

Thursday June 11, 2026

Thursday July 9, 2026

Thursday August 13, 2026

Thursday September 10, 2026

Thursday October 8, 2026

Thursday November 12, 2026

Thursday December 10, 2026

UPON REQUEST, WITH 5 WORKING DAYS NOTICE, REASONABLE ACCOMMODATIONS FOR QUALIFIED INDIVIDUALS MAY BE PROVIDED. PLEASE CONTACT WENDY GURR AT 385-391-8268. TTY USERS SHOULD CALL 711.

**The Public May Attend. Meetings May Be Closed For Reasons Allowed By Statute.**



**Planning and Development Services**

2001 S. State Street N3-600 • Salt Lake City, UT 84190-4050

Phone: (385) 468-6700 • Fax: (385) 468-6674

**MEETING MINUTE SUMMARY  
MAGNA PLANNING COMMISSION MEETING  
Thursday, November 13, 2025, 6:30 p.m.**

**Approximate meeting length:** 16 minutes

**Number of public in attendance:** 0

**Summary Prepared by:** Wendy Gurr

**Meeting Conducted by:** Commissioner Weight

**\*NOTE:** Staff Reports referenced in this document can be found on the State website, or from Planning & Development Services.

**ATTENDANCE**

**Commissioners and Staff:**

Commissioners	Public Mtg	Business Mtg	Absent
Dan Cripps (Vice Chair)	x	x	
Ammon Lockwood (Alternate)			x
Aaron Weight (Chair)	x	x	
Todd Richards	x	x	
Jed Taylor	x	x	

Planning Staff / DA	Public Mtg	Business Mtg
Wendy Gurr	x	x
Bianca Paulino	x	x
Brian Tucker	x	x
Matt Starley	x	x
Jay Springer	x	x

**BUSINESS MEETING**

**Meeting began at – 6:30 p.m.**

- 1) Approval of October 16, 2025, Planning Commission Meeting minutes.

**Motion:** To approve October 16, 2025, Planning Commission Meeting minutes.

**Motion by:** Commissioner Cripps

**2<sup>nd</sup> by:** Commissioner Richards

**Vote:** Commissioners voted unanimously in favor (of commissioners present)

- 2) Other Business Items (as needed)

*No other business items to discuss.*

*Commissioner Richards motioned to open public hearing, Commissioner Cripps seconded that motion.*

**PUBLIC HEARING(S)**

**Hearings began at – 6:31 p.m.**

**REZ2025-001525** - Consideration of an ordinance amending the official zoning map of the City of Magna. This proposed amendment would rezone specific properties such as schools and churches as Public Institutions (PI Zone), properties owned by a public and quasi-public entities (i.e.: Magna City, Magna Water Improvement District, Enbridge Gas, Pacificorp) as Public Facilities (PF Zone), and Parks,

Recreational and Open Space parcels to Parks and Recreation (PR Zone) or Natural Open Space (OS Zone) as appropriate. **Planners:** Bianca Paulino, Daniele Benigni (Discussion/Hearing/Action)

*Greater Salt Lake Municipal Services District Long Range Planner Bianca Paulino provided an analysis of the ordinance amendment.*

*Commissioners and staff had a brief discussion regarding churches in PI zone, size requirements, and uses.*

*Commissioner Weight confirmed there was one public comment sent by email from the Christ Presbyterian Church (attached) and no one from the public present to speak.*

**Motion:** To recommend file #REZ2025-001525 Consideration of an ordinance amending the official zoning map of the City of Magna. This proposed amendment would rezone specific properties such as schools and churches as Public Institutions (PI Zone), properties owned by a public and quasi-public entities (i.e.: Magna City, Magna Water Improvement District, Enbridge Gas, Pacificorp) as Public Facilities (PF Zone), and Parks, Recreational and Open Space parcels to Parks and Recreation (PR Zone) or Natural Open Space (OS Zone) as appropriate to the Magna City Council for approval of Exhibit A.

**Motion by:** Commissioner Richards

**2<sup>nd</sup> by:** Commissioner Cripps

**Vote:** Commissioners voted unanimously in favor (of commissioners present)

*Commissioner Cripps motioned to adjourn, Commissioner Richards seconded that motion.*

**MEETING ADJOURNED**

**Time Adjourned – 6:46 p.m.**

**From:** [Jasonopc](#)  
**To:** [Wendy Gurr](#)  
**Subject:** Zoning for Christ Presbyterian Church - 8630 West Magna Main Street  
**Date:** Friday, November 7, 2025 2:50:28 PM

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You don't often get email from [REDACTED]. [Learn why this is important](#)

The elders of Christ Presbyterian Church wish to express our strong opposition to rezoning our church's property. We are not a "public" or "quasi-public" entity, as described in your letter, and this rezoning appears to be a taking without compensation.

Jason Wallace, Pastor (for the Session)



# Subdivision Staff Report

**Meeting Body:** Magna City Planning Commission

**Meeting Date:** March 12, 2026

**File Number & Project Type:** SUB2026-001573

Mahogany Ridge phases 5, 6, 7, and 8

**Address:** (approximately) 8100 W. 4100 s.

**Planner:** Jeff Miller

**Applicant:** Ivory Homes

**Staff Recommendation:**

Approval of the preliminary plats, subject to the conditions listed in this report.

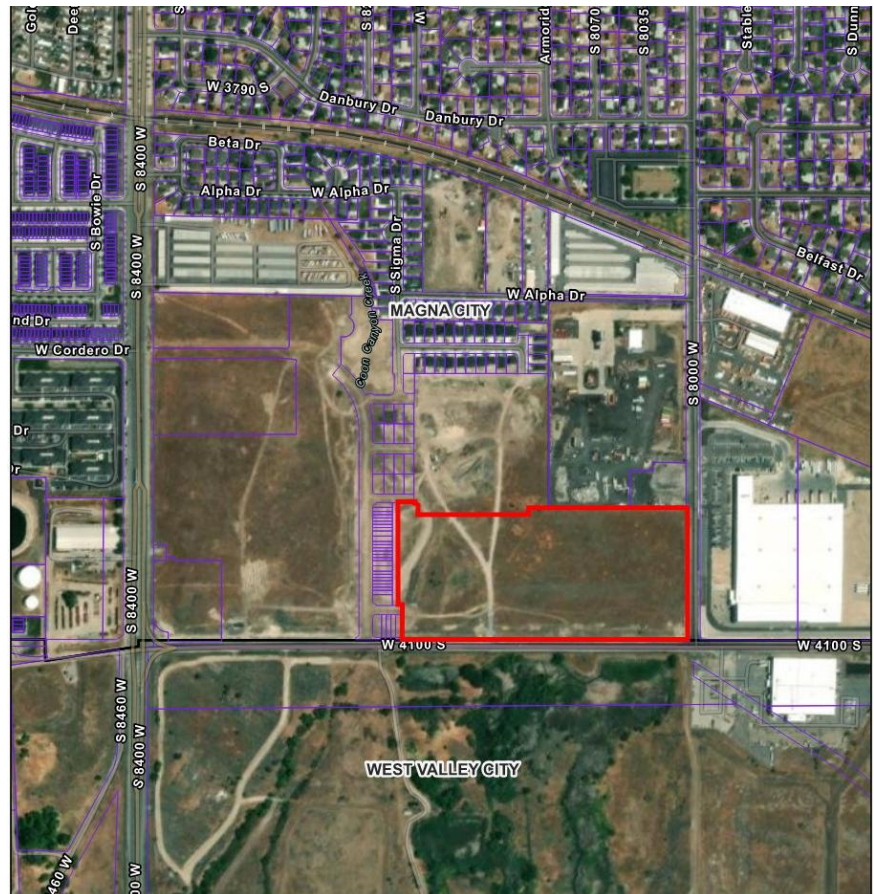
**Exhibits:**

- A. Review Agency Comments
- B. Preliminary Plats
- C. Northrop Grumman Comments (with Staff response in red)
- D. Water and Sewer Availability Letter

## PROJECT DESCRIPTION

Ross Dinsdale (Ivory Development) is requesting preliminary plat approval for phases 5, 6, 7 & 8 of the Mahogany Ridge Planned Community. This application is in harmony with the updated community structure plan approved May 28, 2024, as an attachment to the master development amendment approved by the City Council.

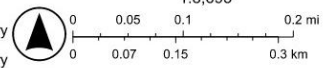
## SITE MAP



2/20/2026, 11:07:45 AM

- Parcels (SLCo)
- Municipalities with Label (SLCo)

High Resolution 60cm Imagery  
High Resolution 30cm Imagery



## **SITE VICINITY AND DESCRIPTION**

This project is to plat the next 4 phases of the Mahogany Ridge planned community. The property is zoned P-C (planned community) and is subject to the terms of the master development agreement, P-C zone plan and community structure plan approved by the City Council. The subject property is bounded on the west and northwest by other phases of Mahogany Ridge also in the P-C zone. The phase 5 plat contains 30 townhome units and 27 detached single-family units. Phase 6 contains 21 townhome units and 17 detached single-family units. Phase 7 contains 34 detached single-family units. Phase 8 is a single lot for future commercial use. Phase 6 will include a vehicular connection to 4100 South, while Phase 7 will include a vehicular connection to 8000 West.

## **BACKGROUND/HISTORY**

Prior to the requested approval of phases 5-8 of the Mahogany Ridge Planned Community, Phase 1 was approved in the northeast area of the community and has been built. Phases 2 & 3 include connecting Cordero Drive to both 4100 South and 8400 West, along with additional residential lots. Phase 4, located on the east side of Cordero Drive, has also been approved and constructed.

## **FINDINGS AS TO APPLICABLE STANDARDS**

18.08.080.D: If the plat conforms with the standards and objectives of the applicable zone, all required standards and specifications, and this Title and has been approved by the culinary water authority and the sanitary sewer authority, or the Salt Lake County Health Department where culinary water or sanitary sewer services are not available, the administrative land use authority shall approve the preliminary plat.

1. The standards and objectives of the applicable zone:  
The Subject property is zoned P-C (Planned Community) Zone per Chapter 19.69 of the land use ordinance. The proposed development complies with this zone.
2. All required standards and specifications:  
A summary of the approvals given by the reviewing agencies can be found in Exhibit B.
3. Title 18 requirements:  
The proposed development complies with the Title 18 (Subdivisions).
4. Approval by the Water Authority and Sewer Authority:  
The Mahogany Ridge Planned Community has received water and sewer approvals for the entire development per Exhibit D.

## SUMMARY AND RECOMMENDATION

### **Summary of issues:**

Northrop Grumman has contacted Planning Staff with issues and concerns regarding the Overpressure Zone and the Mahogany Ridge Planned Community. Please see Exhibit C, which lists the concerns by Northrop Grumman, with the responses from Planning Staff in red.

### **Recommendation:**

Planning Staff recommends that the Magna City Planning Commission grants approval to the preliminary plat for phases 5-8 of the Mahogany Ridge Planned Community, subject to the following condition of approval:

- Building Permits will not be applied for until the subdivision plat has been recorded and all applicable bonding is in place.

## **PLANNING COMMISSION OPTIONS:**

### **Subdivision:**

18.08.090.C: The administrative land use authority may:

1. Approve the preliminary plat;
2. Approve the preliminary plat with reasonable conditions intended to ensure compliance with the standards and objectives of the applicable zone and this Title; **Staff Recommendation.**
3. Continue review of the preliminary plat, directing that changes be made to the preliminary plat so that it conforms with the standards and objectives of the applicable zone and this Title; or
4. Deny the preliminary plat because it does not meet the standards and objectives of the applicable zone and this Title.

## Exhibit A

Geology: Approved. All subdivision applications need to submit a Geotech for the Technical Review (18.10.050).

Grading: Approved

Urban Hydrology: Approved. Technical Review will be required for the Final Plats. During the Technical Review, please have the following items submitted: A stamped and signed Grading and Drainage Plan prepared by a professional engineer licensed to practice in the State of Utah (Section 17.20.150.A).

Traffic: Approved. Technical Review is required.

County Surveyor: Approved. Technical Review will be required, please update Surveyor Certificate to reference current State Code. Also refer to Magna City Municipal Code 18-10-040 for Final Plat Requirements.

Unified Fire Authority: Approved. Items needed for Technical Review have been provided to the applicant.

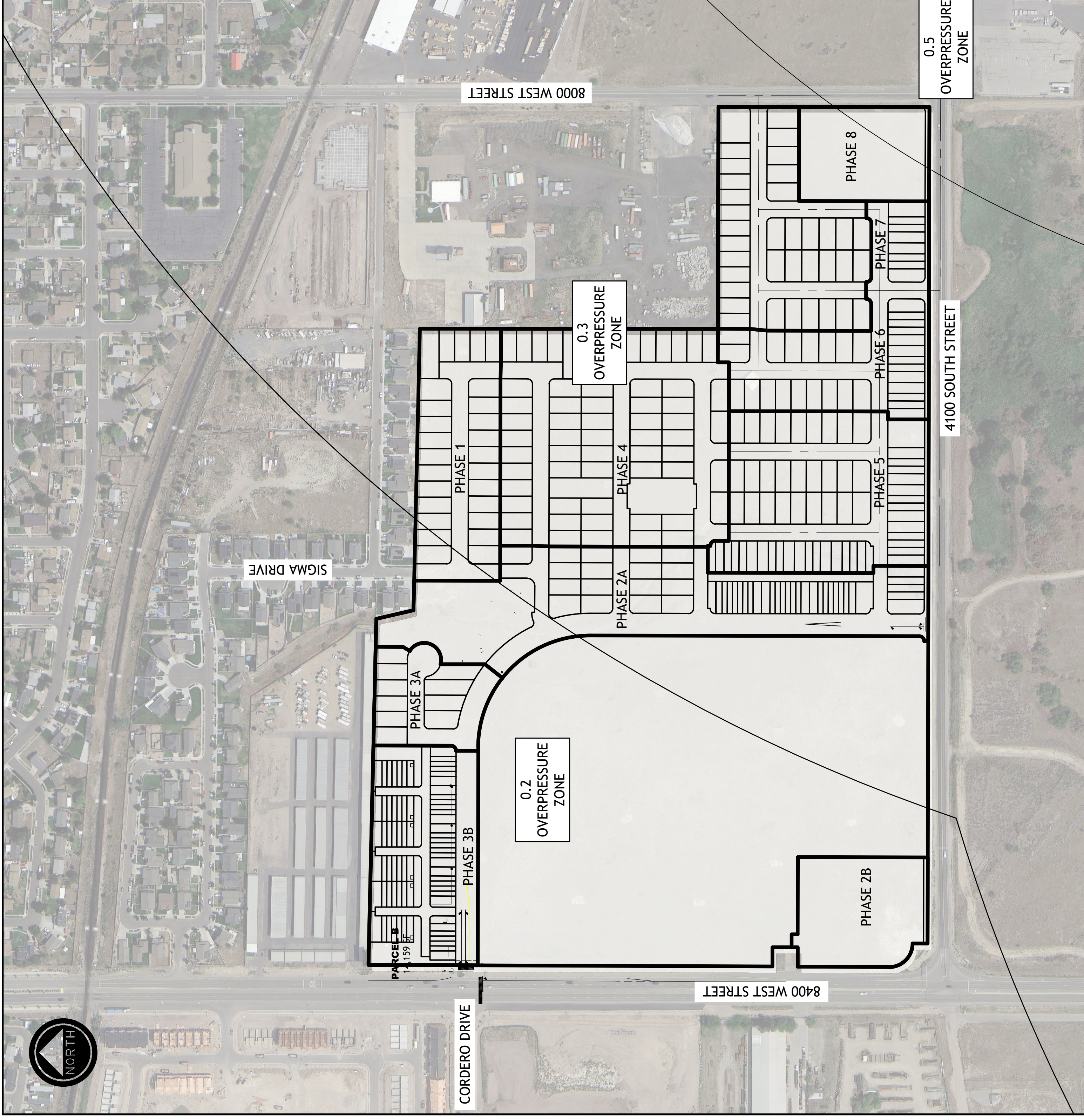
Heath Department: Approved. Water & Sewer Letter needs to be within the calendar year at the time of plat signing.

Building Department: Approved.

# MAHOGANY RIDGE PH 5-8

MAGNA METRO TOWNSHIP  
3950 SOUTH 8400 WEST

## PRELIMINARY



VICINITY MAP  
1" = 200'



2815 East 3300 South, Salt Lake City, UT 84109  
(801) 305-4670  
www.edmpartners.com

**APPLICANT:**

Ivory Development  
978 East Woodoak Lane  
Salt Lake City, UT 84117  
801-747-7000



**NOTES:**

- All sanitary sewer improvements shall conform with the standards and specifications of Magna Water.
- All culinary water improvements shall conform with the standards and specifications of Magna Water.
- All secondary water improvements shall conform with the standards and specifications of Magna Water.
- All improvements in the public right of way shall conform with the standards and specifications of the Greater Salt Lake Municipal Service District.
- All private improvements shall conform to APWA standards and specifications.
- Contractor to field locate and verify the horizontal and vertical location of all utilities prior to beginning work.

**PROJECT STATISTICS:**

DESCRIPTION	PHASE5	PHASE6	PHASE7	PHASE8
TOTAL AREA AC	6.52	4.975	5.516	2.488
COMMERCIAL AREA AC	0.000	0.000	0.000	2.410
COMMERCIAL PARCEL AREA AC	0.304	0.000	0.371	0.000
TOTAL HOME UNITS #	30	21	0	0
SINGLE FAMILY UNITS #	27	17	34	0
TOTAL UNITS #	57	38	34	0

**PROJECT STATISTICS:**

**SHEET INDEX**

- 0-1 TITLE SHEET
- 0-2 PRELIMINARY OVERALL SITE PLAN
- PHASE 5 PRELIMINARY PLAT
- PHASE 6 PRELIMINARY PLAT
- PHASE 7 PRELIMINARY PLAT
- PHASE 8 PRELIMINARY PLAT

**LEGEND**

- SDR 35 SANITARY SEWER
- EXISTING SANITARY SEWER
- SANITARY SEWER MANHOLE
- PVC C-900 WATER LINE
- EXISTING WATER LINE
- WATER VALVE, TEE & BEND
- FIRE HYDRANT
- EXISTING FIRE HYDRANT
- PVC C-900 SEC. WATER LINE
- EXISTING IRRIGATION LINE
- SEC. WATER VALVE, TEE & BEND
- PROPOSED STREET LIGHT
- EXISTING OVERHEAD UTILITY
- RCP CL III STORM DRAIN
- EXISTING STORM DRAIN
- SD COMBOBOX, CB & CO
- PROPOSED UNDER DRAIN
- EXISTING UNDER DRAIN
- UNDER DRAIN CLEANOUT
- EXISTING MAJOR CONTOUR
- EXISTING MINOR CONTOUR
- PROPOSED MAJOR CONTOUR
- PROPOSED MINOR CONTOUR

**APPROVED FOR CONSTRUCTION:**

These plans are valid for construction only with the signature of the design engineer on the line below.

Approved \_\_\_\_\_ Date \_\_\_\_\_

**Mahogany Ridge**  
**Phase 5-8**  
Title Sheet

**PROJECT:** \_\_\_\_\_  
**DRAWN BY:** BAG  
**REVIEWED BY:** PMD  
**No. DATE:** \_\_\_\_\_  
**REMARKS:** \_\_\_\_\_

**DATE:** December 10, 2025  
**SHEET NUMBER:** **O-1**

**GEOTECHNICAL STUDY**

A SITE SPECIFIC GEOTECHNICAL STUDY HAS BEEN PREPARED FOR THIS PROJECT BY IGES. THE REPORT IS DATED DECEMBER 19, 2022 AND WAS PREPARED BY JUSTIN WHITMER, PE. IT IS IDENTIFIED BY IGES PROJECT NUMBER 02058-125. THE REQUIREMENTS OUTLINED IN THIS STUDY SHALL BE FOLLOWED ON THIS PROJECT.

**BENCHMARK**

THE PROJECT BENCHMARK IS A 3" BRASS CAP AT THE INTERSECTION OF 4100 SOUTH STREET AND 8400 WEST STREET. ELEVATION = 4598.82



2815 East 3300 South, Salt Lake City, UT 84109  
(801) 305-4670  
www.edmpartners.com



SCALE: 1" = 50'



APPLICANT:

Ivory Development  
978 East Woodoak Lane  
Salt Lake City, UT 84117  
801-747-7000



Utah's Number One Homebuilder

- NOTES:**
- All sanitary sewer improvements shall conform with the standards and specifications of Magna Water.
  - All culinary water improvements shall conform with the standards and specifications of Magna Water.
  - All secondary water improvements shall conform with the standards and specifications of Magna Water.
  - All improvements in the public right of way shall conform with the standards and specifications of the Greater Salt Lake Municipal Service District.
  - All private improvements shall conform to APWA standards and specifications.
  - Contractor to field locate and verify the horizontal and vertical location of all utilities prior to beginning work.
  - All grading is to be completed under a permit from Magna Township Planning & Development Services.
  - Grading shall meet the requirements of SDCO Section 12.12.110.8 and be set in that all driveway grades will not exceed 10% within 20 feet of the roadway boundary.

**APPROVED FOR CONSTRUCTION:**  
These plans are valid for construction only with the signature of the design engineer on the line below.

Approved \_\_\_\_\_ Date \_\_\_\_\_



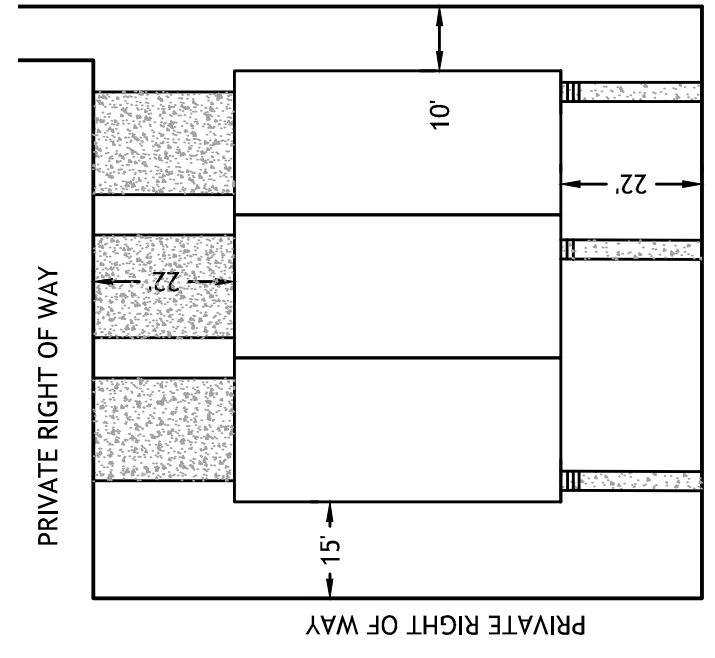
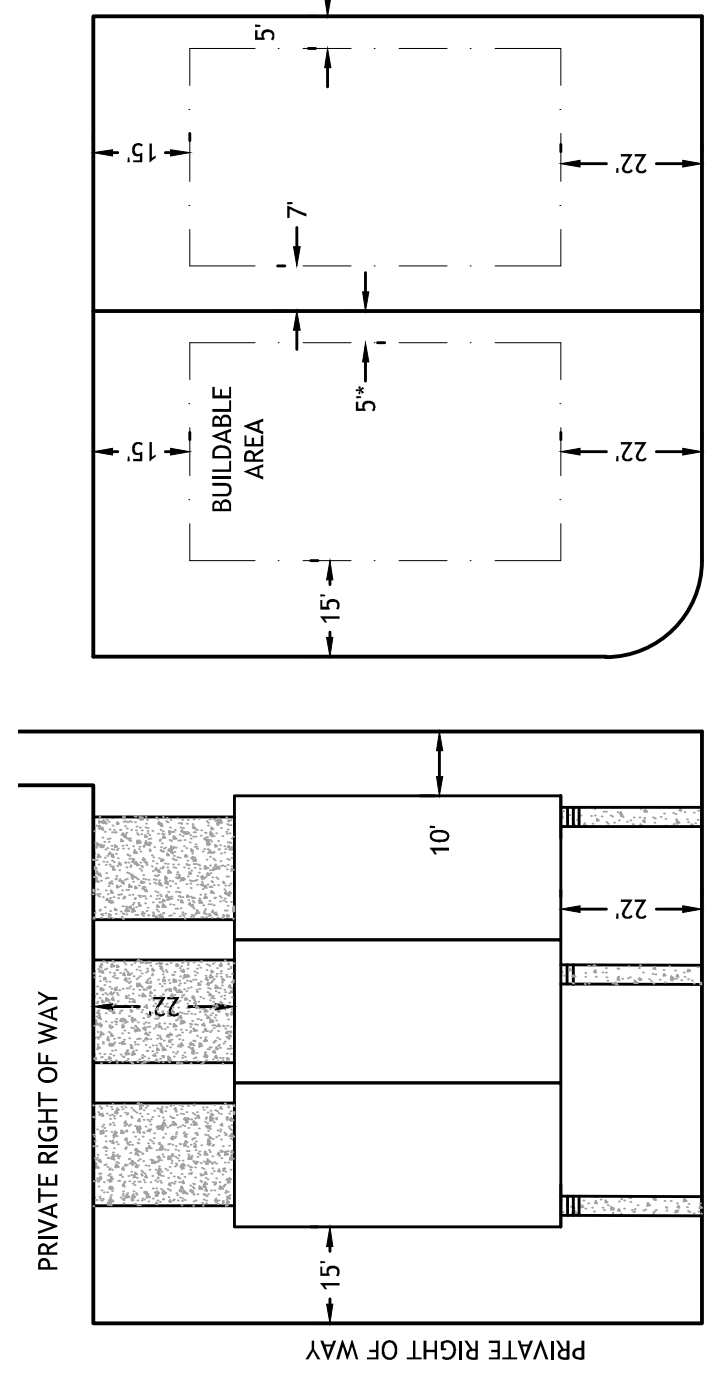
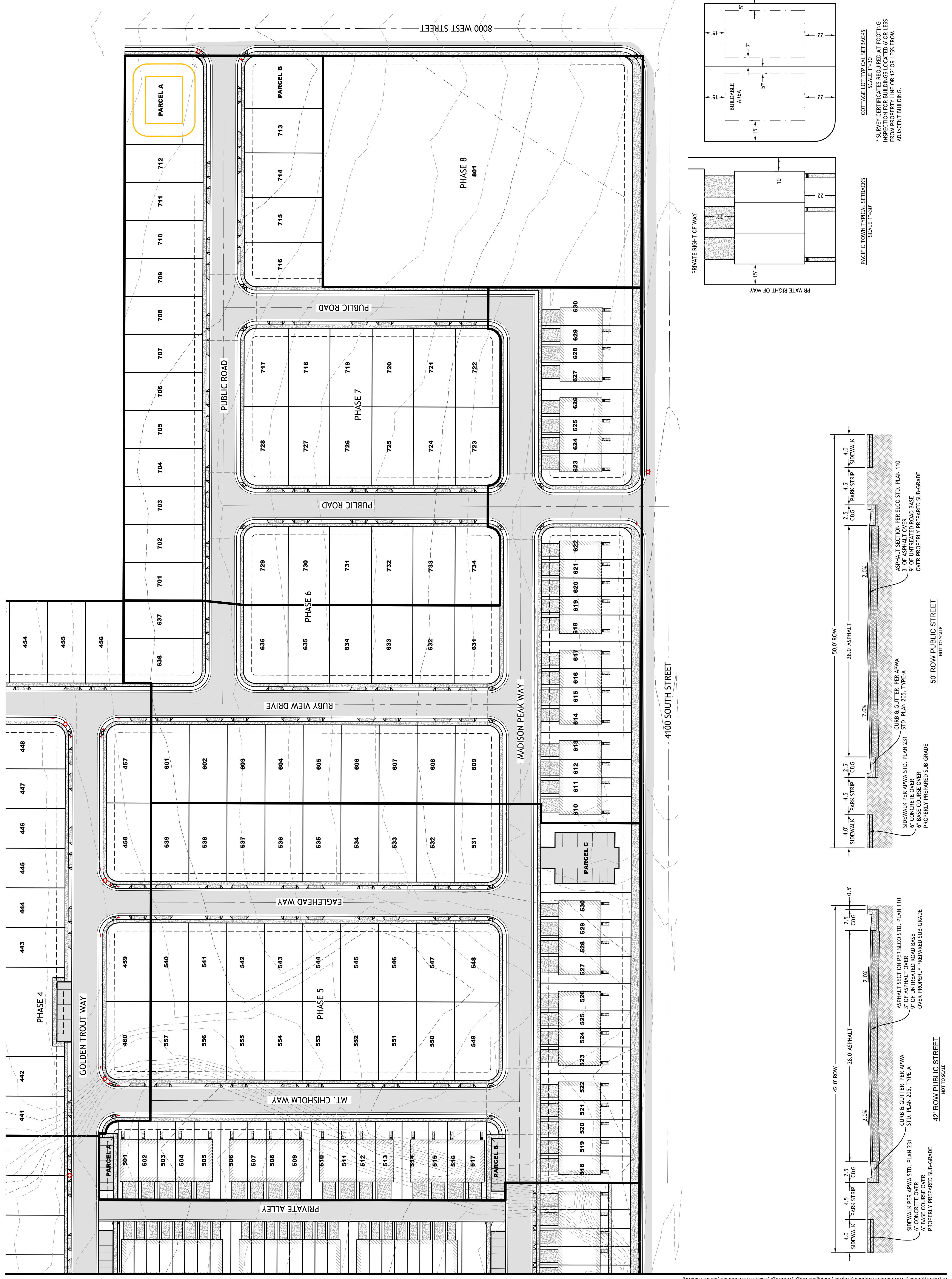
# Mahogany Ridge Phase 5-8 Overall Site Plan

PROJECT: \_\_\_\_\_  
DRAWN BY: BAG  
REVISIONS BY: PMD  
No. DATE: \_\_\_\_\_ REMARKS: \_\_\_\_\_

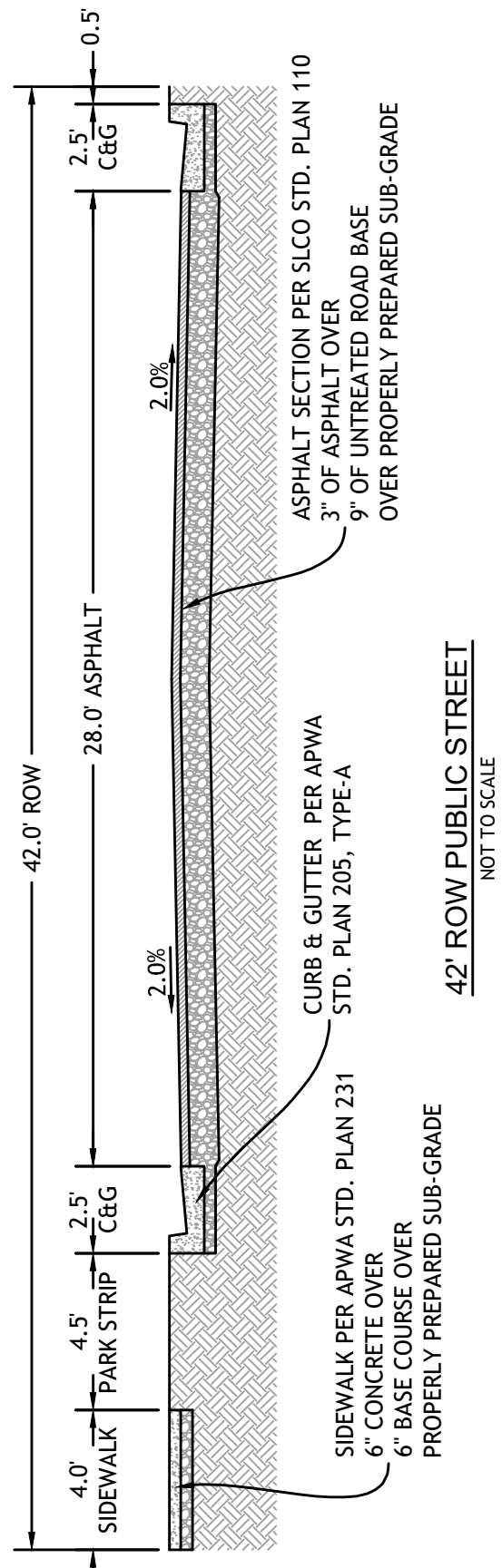
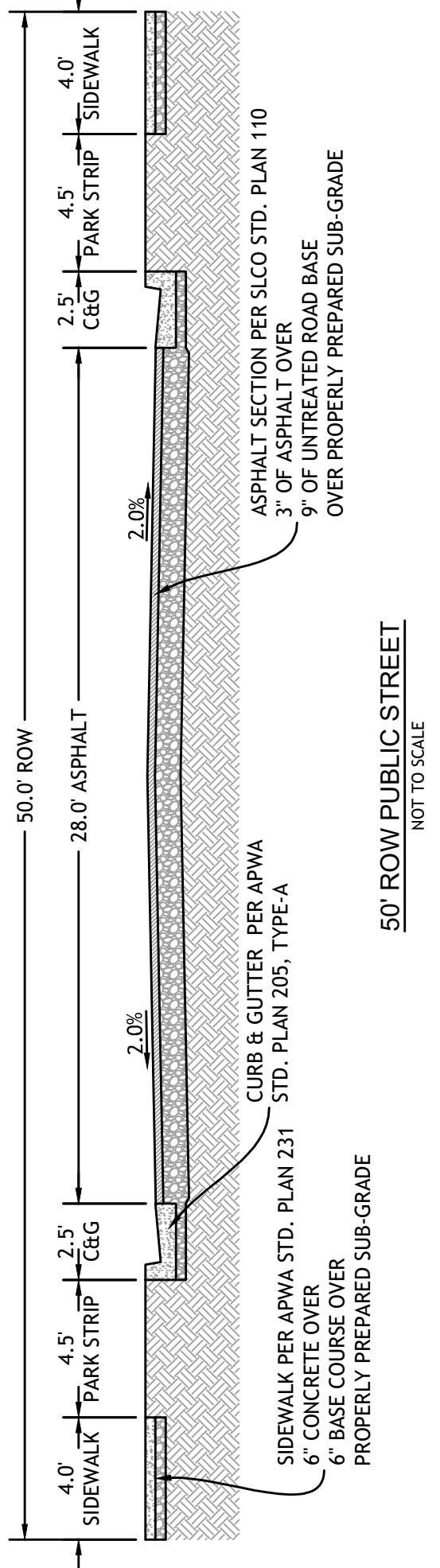
DATE: December 10, 2025

SHEET NUMBER:

# O-2



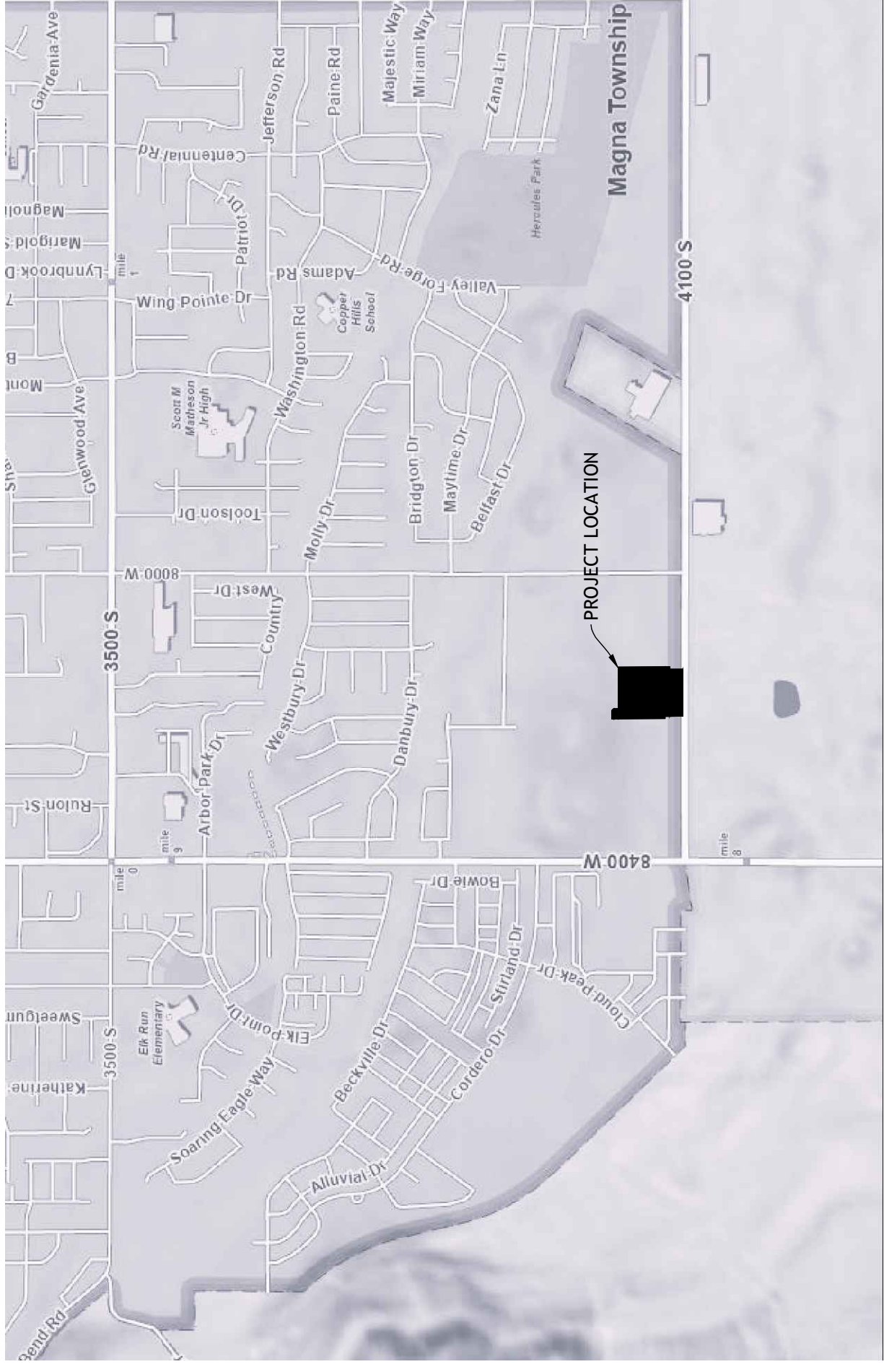
\* SURVEY CERTIFICATES REQUIRED AT FOOTING INSPECTION FOR BUILDINGS LOCATED 6' OR LESS FROM PROPERTY LINE OR 12' OR LESS FROM ADJACENT BUILDING.



Lot Number	Street Number	Street Name
501		MT Chisholm Way
502		MT Chisholm Way
503		MT Chisholm Way
504		MT Chisholm Way
505		MT Chisholm Way
506		MT Chisholm Way
507		MT Chisholm Way
508		MT Chisholm Way
509		MT Chisholm Way
510		MT Chisholm Way
511		MT Chisholm Way
512		MT Chisholm Way
513		MT Chisholm Way
514		MT Chisholm Way
515		MT Chisholm Way
516		MT Chisholm Way
517		MT Chisholm Way
518		Madison Peak Way
519		Madison Peak Way
520		Madison Peak Way
521		Madison Peak Way
522		Madison Peak Way
523		Madison Peak Way
524		Madison Peak Way
525		Madison Peak Way
526		Madison Peak Way
527		Madison Peak Way
528		Madison Peak Way
529		Madison Peak Way
530		Madison Peak Way
531		Eaglehead Way
532		Eaglehead Way
533		Eaglehead Way
534		Eaglehead Way
535		Eaglehead Way
536		Eaglehead Way
537		Eaglehead Way
538		Eaglehead Way
539		Eaglehead Way
540		Eaglehead Way
541		Eaglehead Way
542		Eaglehead Way
543		Eaglehead Way
544		Eaglehead Way
545		Eaglehead Way
546		Eaglehead Way
547		Eaglehead Way
548		Eaglehead Way
549		MT Chisholm Way
550		MT Chisholm Way
551		MT Chisholm Way
552		MT Chisholm Way
553		MT Chisholm Way
554		MT Chisholm Way
555		MT Chisholm Way
556		MT Chisholm Way
557		MT Chisholm Way
558		MT Chisholm Way
559		MT Chisholm Way
560		Madison Peak Way

# MAHOAGANY RIDGE PHASE 5 SUBDIVISION

PART OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 32, TOWNSHIP 1 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, MAGNA CITY, COUNTY OF SALT LAKE, STATE OF UTAH



### NARRATIVE:

THIS SUBDIVISION PLAT WAS PREPARED AT THE REQUEST OF IVORY DEVELOPMENT FOR THE PURPOSE OF SUBDIVIDING PART OF SALT LAKE COUNTY ASSESSOR PARCEL NUMBER 14-32-451-008 INTO LOTS AND STREETS AS SHOWN HEREON.

### BASIS OF BEARING:

NORTH 00° 08'25" EAST BETWEEN THE SOUTH QUARTER AND THE CENTER QUARTER OF SECTION 32, TOWNSHIP 1 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN.

### NOTES:

- PUBLIC UTILITY EASEMENTS ARE 10' ON FRONT OF LOTS UNLESS SHOWN DIFFERENTLY ON THIS MAP.
- MAGNA CITY IS NOT RESPONSIBLE FOR ENFORCEMENT OF PRIVATE RESTRICTIVE COVENANTS.
- A SITE SPECIFIC GEOTECHNICAL STUDY HAS BEEN PREPARED FOR THIS PROJECT BY GES. THE REPORT IS DATED DECEMBER 19, 2022, AND WAS PREPARED BY JUSTIN WHITMER, PE, AND WAS GIVEN THE IGES PROJECT NUMBER 02058-125 THE REQUIREMENTS OUTLINED IN THIS STUDY SHALL BE FOLLOWED ON THIS PROJECT.
- DRAINAGE EASEMENTS ARE SHOWN ON APPLICABLE REAR AND SIDE LOT LINES TO CONVEY DRAINAGE FROM NOT MORE THAN 13,500 SQUARE FEET TO THE STREET.
- LOTS IDENTIFIED WITH DRAINAGE EASEMENT SHALL BE GRADED TO ACCEPT DRAINAGE FROM ADJOINING LOTS THROUGH THE PROPERTY IN ORDER TO DISCHARGE TO AN APPROVED OUTLET
- 5/8" REBAR & CAP MARKED "EM PARTNERS, LLC" WILL BE SET AT ALL EXTERIOR BOUNDARY AND REAR LOT CORNERS UNLESS OTHERWISE NOTED ON THIS PLAT. ALL FRONT CORNERS WILL BE SET AT THE CURB, LOT LINE EXTENDED, WITH A COPPER RIVET.
- PARCELS A, B AND C HEREBY DEDICATED TO THE MAHOAGANY RIDGE HOME OWNERS ASSOCIATION.
- STREET MONUMENTS TO BE SET USING SALT LAKE COUNTY STANDARDS.

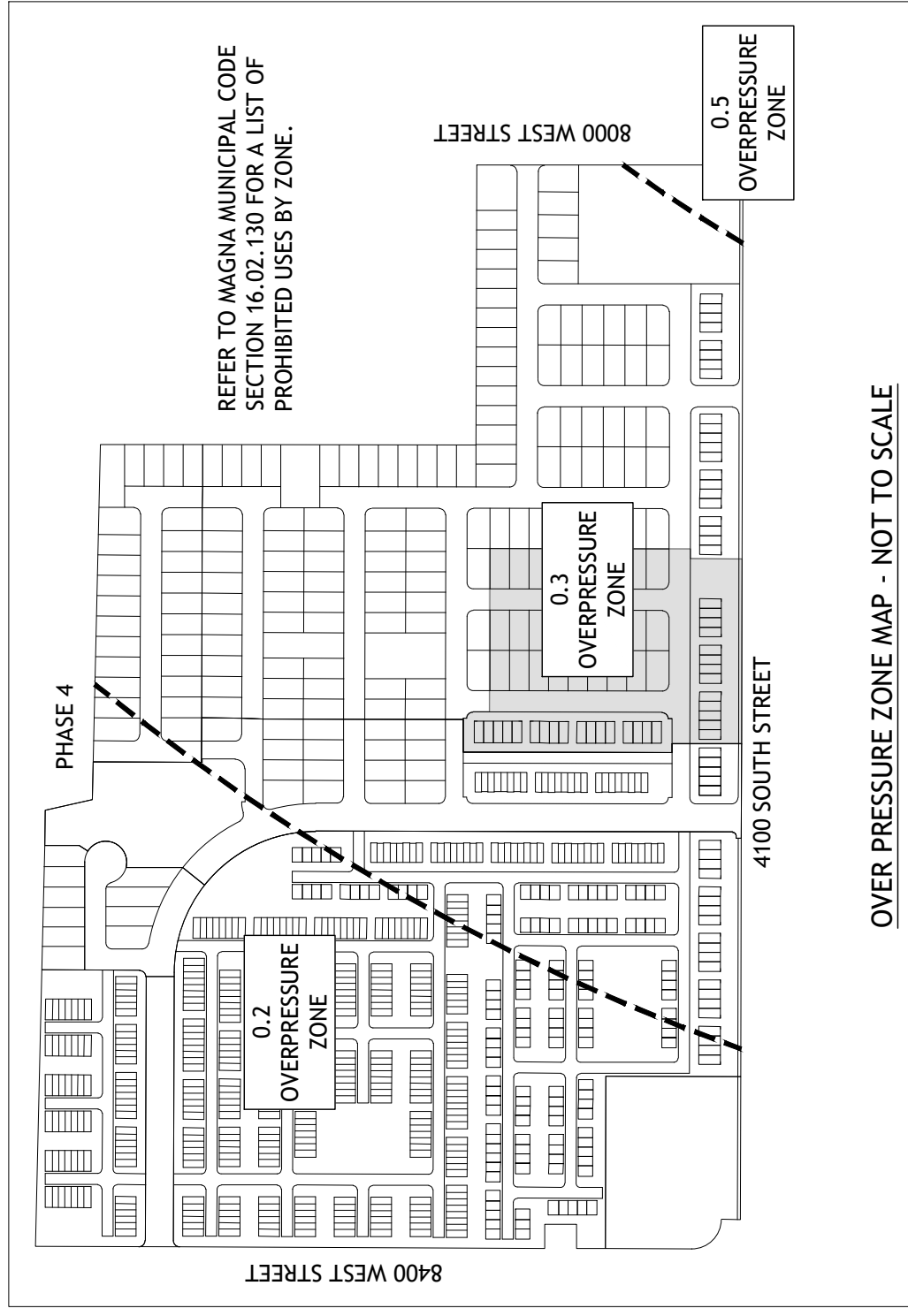
### ENBRIDGE 645 UTAH - NOTE WITH NO EXISTING NATURAL GAS EASEMENT

QUESTAR GAS COMPANY, DBA ENBRIDGE GAS UTAH, HEREBY APPROVES THIS PLAT SOLELY FOR THE PURPOSES OF CONFIRMING THAT THE PLAT CONTAINS PUBLIC UTILITY EASEMENTS. ENBRIDGE GAS UTAH MAY REQUIRE ADDITIONAL EASEMENTS IN ORDER TO SERVE THIS DEVELOPMENT. THIS APPROVAL DOES NOT CONSTITUTE ABROGATION OR WAIVER OF ANY OTHER EXISTING RIGHTS, OBLIGATIONS OR LIABILITIES INCLUDING PRESCRIPTIVE RIGHTS AND OTHER RIGHTS, OBLIGATIONS OR LIABILITIES PROVIDED BY LAW OR EQUITY. THIS APPROVAL DOES NOT CONSTITUTE ACCEPTANCE, APPROVAL OR ACKNOWLEDGEMENT OF ANY TERMS CONTAINED IN THE PLAT, INCLUDING THOSE SET FORTH IN THE OWNER DEDICATION OR IN THE NOTES, AND DOES NOT CONSTITUTE A GUARANTEE OF PARTICULAR TERMS OR CONDITIONS OF NATURAL GAS SERVICE. FOR FURTHER INFORMATION PLEASE CONTACT ENBRIDGE GAS UTAH'S RIGHT-OF-WAY DEPARTMENT AT 800-366-8532

QUESTAR GAS COMPANY  
DBA ENBRIDGE GAS UTAH

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

BY: \_\_\_\_\_ TITLE: \_\_\_\_\_



### HEALTH DEPARTMENT

MAGNA WATER DISTRICT	APPROVED THIS _____ DAY OF _____, 20____.	DATE
	BY THE MAGNA WATER DISTRICT	DATE
PUBLIC UTILITY APPROVAL	COMMUNICATIONS: _____ DATE: _____	DATE
	ROCKY MNT POWER: _____ DATE: _____	DATE
CHECKED FOR ZONING COMPLIANCE	LOT WIDTH: _____ DATE: _____	DATE
	FRONT YARD: _____ DATE: _____	DATE
UNIFIED FIRE AUTHORITY APPROVAL	REAR YARD: _____ DATE: _____	DATE
	ENBRIDGE GAS: _____ DATE: _____	DATE
ADDRESSING APPROVAL	TELEVISION: _____ DATE: _____	DATE
	OTHER: _____ DATE: _____	DATE
GREATER SALT LAKE MUNICIPAL SERVICE DISTRICT ENGINEERING	SIGNED _____ DATE _____	DATE
	I HEREBY CERTIFY THAT THIS OFFICE HAS EXAMINED THIS PLAT AND IT IS CORRECT IN ACCORDANCE WITH INFORMATION ON FILE IN THIS OFFICE.	DATE
MAGNA CITY PLANNING COMMISSION	SIGNED _____ DATE _____	DATE
	MAGNA CITY PLANNING COMMISSION	DATE
PLANNING COMMISSION	APPROVED THIS _____ DAY OF _____, 20____.	DATE
	BY THE MAGNA CITY PLANNING COMMISSION.	DATE
PLAN CHECK	PLANNING COMMISSION	DATE
	I HEREBY CERTIFY THAT THIS OFFICE HAS EXAMINED THIS PLAT AND IT IS CORRECT IN ACCORDANCE WITH INFORMATION ON FILE IN THIS OFFICE.	DATE
PLAN REVIEW SECTION MANAGER	SIGNED _____ DATE _____	DATE
	PLAN REVIEW SECTION MANAGER	DATE

### ADDRESSING APPROVAL

RECORD OF SURVEY NUMBER: 5-2022-10-0710	DATE
COUNTY SURVEYOR REVIEWER	DATE
MAGNA CITY MAYOR	DATE
OWNER / DEVELOPER	DATE
IVORY DEVELOPMENT, LLC 978 EAST WOODOAK LANE SALT LAKE CITY, UTAH 84117	DATE

### RECORD OF SURVEY

MAGNA CITY MAYOR	DATE
PRESENTED TO THE MAGNA CITY COUNCIL THIS _____ DAY OF _____, 20____.	DATE
THIS SUBDIVISION WAS APPROVED AND ACCEPTED.	DATE
MAGNA CITY ATTORNEY	DATE
OWNERS / DEVELOPER	DATE
IVORY DEVELOPMENT, LLC 978 EAST WOODOAK LANE SALT LAKE CITY, UTAH 84117	DATE

### MAGNA CITY MAYOR

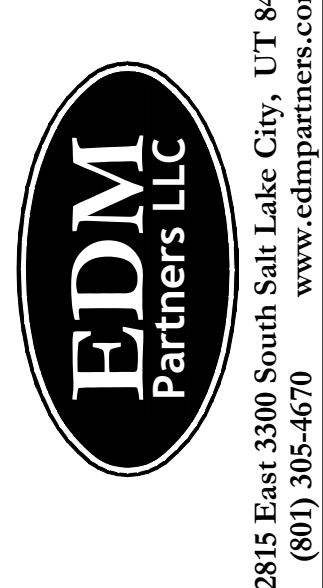
RECORD OF SURVEY NUMBER: 5-2022-10-0710	DATE
COUNTY SURVEYOR REVIEWER	DATE
MAGNA CITY MAYOR	DATE
OWNER / DEVELOPER	DATE
IVORY DEVELOPMENT, LLC 978 EAST WOODOAK LANE SALT LAKE CITY, UTAH 84117	DATE

### APPROVAL AS TO FORM

APPROVED AS TO FORM THIS _____ DAY OF _____, 20____.	DATE
BY THE MAGNA CITY PLANNING COMMISSION.	DATE
MAGNA CITY ATTORNEY	DATE
OWNERS / DEVELOPER	DATE
IVORY DEVELOPMENT, LLC 978 EAST WOODOAK LANE SALT LAKE CITY, UTAH 84117	DATE

### APPROVAL AS TO FORM

APPROVED AS TO FORM THIS _____ DAY OF _____, 20____.	DATE
BY THE MAGNA CITY PLANNING COMMISSION.	DATE
MAGNA CITY ATTORNEY	DATE
OWNERS / DEVELOPER	DATE
IVORY DEVELOPMENT, LLC 978 EAST WOODOAK LANE SALT LAKE CITY, UTAH 84117	DATE



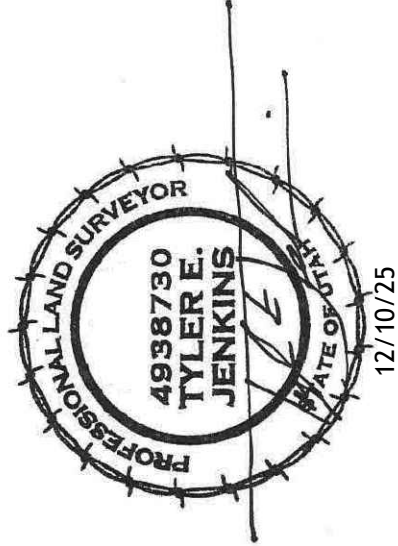
### SURVEYOR'S CERTIFICATE

I, TYLER E. JENKINS DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR AND THAT I HOLD LICENSE NO. 4938730 AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH. I FURTHER CERTIFY THAT BY THE AUTHORITY OF THE OWNERS, I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED BELOW, AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS AND STREETS, HEREAFTER TO BE KNOWN AS:

### MAHOAGANY RIDGE PHASE 5 SUBDIVISION

AND THAT THE SAME HAS BEEN CORRECTLY SURVEYED AND STAKED ON THE GROUND.

- AS PER STATE CODE SECTION 10-9A-603(5) OR 17-27A-603
- THE SURVEYOR MAKING THE PLAT SHALL CERTIFY THAT THE SURVEYOR:
  - HOLDS A LICENSE IN ACCORDANCE WITH TITLE 98, CHAPTER 22, PROFESSIONAL ENGINEERS AND PROFESSIONAL LAND SURVEYORS LICENSING ACT;
  - HAS COMPLETED A SURVEY OF THE PROPERTY DESCRIBED ON THE PLAT IN ACCORDANCE WITH SECTION 17-23-17 AND HAS VERIFIED ALL MEASUREMENTS; AND
  - HAS PLACED MONUMENTS AS REPRESENTED ON THE PLAT.



12/10/25  
FOR REVIEW ONLY  
DO NOT RECORD

### BOUNDARY DESCRIPTION

A PARCEL OF LAND BEING PART OF AN ENTIRE TRACT DESCRIBED IN THAT SPECIAL WARRANTY DEED RECORDED AT ENTRY #13706437, IN BOOK 11200, ON PAGE 3753, IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER, SAID PARCEL OF LAND IS LOCATED IN THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 32, TOWNSHIP 1 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, MAGNA CITY, COUNTY OF SALT LAKE, STATE OF UTAH, THE BOUNDARY OF SAID PARCEL OF LAND IS DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST BOUNDARY OF MAHOAGANY RIDGE PHASE 2A SUBDIVISION RECORDED AS ENTRY NO. 14437377 IN BOOK 2025P ON PAGE 237 AT THE SALT LAKE COUNTY RECORDER'S OFFICE, SAID POINT BEING N00° 08'25" E 685.84 FEET AND N90° 00'00" E 1245.91 FEET FROM THE SOUTH QUARTER CORNER OF SAID SECTION 32, TOWNSHIP 1 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE S89° 52'43" E 80.00 FEET; THENCE S00° 07'17" W 8.00 FEET; THENCE N89° 52'43" W 95.00 FEET; THENCE N00° 07'17" E 23.00 FEET; THENCE N00° 07'17" E 472.00 FEET; THENCE N89° 52'43" W 23.17 FEET; THENCE S00° 07'17" W 121.48 FEET TO THE NORTHERLY RIGHT OF WAY OF 4100 SOUTH STREET; THENCE S00° 07'17" W 121.48 FEET TO THE FOLLOWING ONE (1) COURSE: 1.) N89° 52'43" W 435.33 FEET TO THE EAST BOUNDARY LINE OF SAID MAHOAGANY RIDGE PHASE 2A SUBDIVISION; THENCE ALONG SAID EASTERLY BOUNDARY LINE THE FOLLOWING THREE (3) COURSES: 1.) N00° 07'17" E 163.48 FEET; 2.) N89° 52'43" W 21.50 FEET; 3.) N00° 07'17" E 492.00 FEET TO THE POINT OF BEGINNING.

CONTAINS 284,261.39 SQFT OR 6.526 ACRES IN AREA, 57 LOTS AND 3 PARCELS

### OWNER'S DEDICATION

I/WE, THE UNDERSIGNED OWNER(S) OF THE HEREIN DESCRIBED TRACT OF LAND, DO HEREBY SET APART AND SUBDIVIDE THE SAME INTO LOTS, PARCELS, AND STREETS TOGETHER WITH EASEMENTS AS SHOWN HEREON TO BE HEREAFTER KNOWN AS:

### MAHOAGANY RIDGE SUBDIVISION PHASE 5

AND DO HEREBY DEDICATE FOR PERPETUAL USE OF THE PUBLIC ALL PARCELS OF LAND AND RIGHTS-OF-WAY AS SHOWN ON THIS PLAT AS INTENDED FOR PUBLIC USE AND DO HEREBY GRANT UNTO ANY AND ALL PUBLIC UTILITY COMPANIES A PERPETUAL, NONEXCLUSIVE EASEMENT OVER THE PUBLIC UTILITY EASEMENTS SHOWN ON THIS PLAT, THE SAME TO BE USED FOR THE INSTALLATION, MAINTENANCE AND OPERATION OF UTILITY LINES AND FACILITIES. THE UNDERSIGNED OWNER ALSO HEREBY CONVEYS ANY OTHER EASEMENTS AS SHOWN ON THIS PLAT TO THE PARTIES INDICATED AND FOR THE PURPOSES SHOWN HEREON.

NAME: CHRISTOPHER P. GAWPPOULAS  
TITLE: PRESIDENT OF IVORY DEVELOPMENT

### ACKNOWLEDGEMENT

ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, CHRISTOPHER P. GAWPPOULAS PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, IN AND FOR SAID COUNTY OF SALT LAKE IN THE STATE OF UTAH, WHO AFTER BEING DULY SWORN, ACKNOWLEDGED TO ME THAT HE IS THE PRESIDENT OF IVORY DEVELOPMENT LLC AND THAT HE SIGNED THE OWNER'S DEDICATION FREELY AND VOLUNTARILY FOR AND IN BEHALF OF SAID LIMITED LIABILITY COMPANY FOR THE PURPOSES THEREIN MENTIONED.

NOTARY PUBLIC \_\_\_\_\_ COMMISSION NUMBER \_\_\_\_\_ SIGNATURE \_\_\_\_\_

A NOTARY PUBLIC COMMISSIONED IN THE STATE OF UTAH. COMMISSION EXPIRES \_\_\_\_\_

**MAHOAGANY RIDGE PHASE 5 SUBDIVISION**  
PART OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 32,  
TOWNSHIP 1 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN,  
MAGNA CITY, COUNTY OF SALT LAKE, STATE OF UTAH

### SHEET 1 OF 2

SALT LAKE COUNTY RECORDER

RECORDED # \_\_\_\_\_

STATE OF UTAH, COUNTY OF SALT LAKE, RECORDED AND FILED AT THE REQUEST

OF: \_\_\_\_\_

DATE: \_\_\_\_\_ TIME: \_\_\_\_\_ BOOK: \_\_\_\_\_ PAGE: \_\_\_\_\_

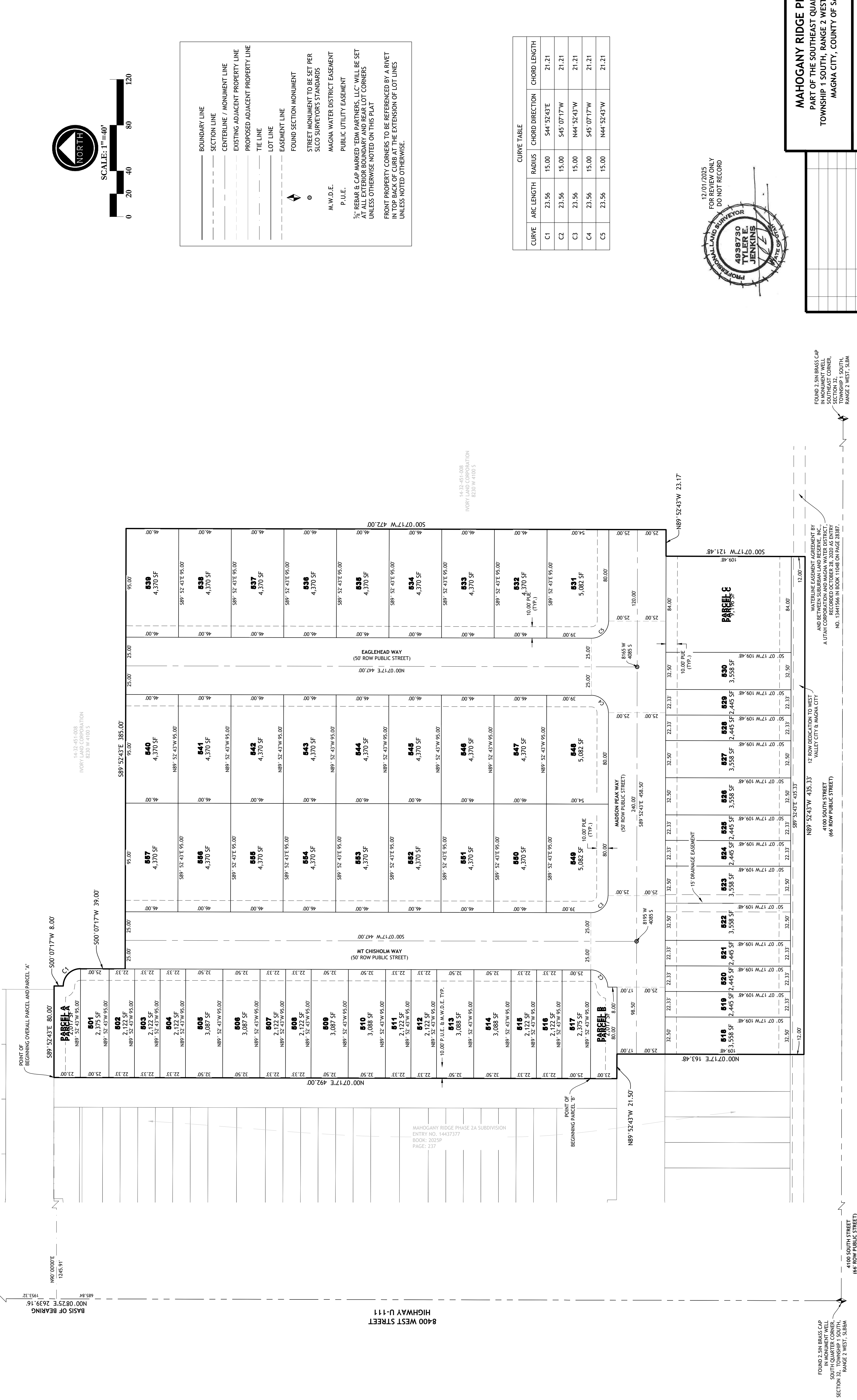
DEPUTY SALT LAKE COUNTY RECORDER

SEE \_\_\_\_\_

# MAHOAGANY RIDGE PHASE 5 SUBDIVISION

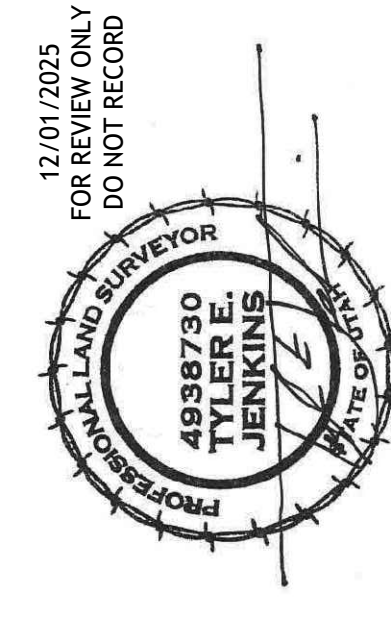
PART OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 32,  
TOWNSHIP 1 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN,  
MAGNA CITY, COUNTY OF SALT LAKE, STATE OF UTAH

FOUND 4IN BRASS CAP IN TEC  
CENTER QUARTER CORNER,  
SOUTH QUARTER CORNER,  
RANGE 2 WEST, SUBM



---	BOUNDARY LINE
---	SECTION LINE
---	CENTERLINE / MONUMENT LINE
---	EXISTING ADJACENT PROPERTY LINE
---	PROPOSED ADJACENT PROPERTY LINE
---	TIE LINE
---	LOT LINE
---	EASEMENT LINE
○	FOUND SECTION MONUMENT
○	STREET MONUMENT TO BE SET PER SILCO SURVEYORS STANDARDS
○	MAGNA WATER DISTRICT EASEMENT
○	P.U.E. PUBLIC UTILITY EASEMENT
○	REBAR & CAP MARKED EDM PARTNERS, LLC WILL BE SET AT ALL EXTERIOR BOUNDARY AND REAR LOT CORNERS UNLESS OTHERWISE NOTED ON THIS PLAN
○	FRONT PROPERTY CORNERS TO BE REFERENCED BY A RIVET IN TOP BACK OF CURB AT THE EXTENSION OF LOT LINES UNLESS NOTED OTHERWISE.

CURVE	ARC LENGTH	RADIUS	CHORD DIRECTION	CHORD LENGTH
C1	23.56	15.00	S44°52'43"E	21.21
C2	23.56	15.00	S45°07'17"W	21.21
C3	23.56	15.00	N44°52'43"W	21.21
C4	23.56	15.00	S45°07'17"W	21.21
C5	23.56	15.00	N44°52'43"W	21.21



**MAHOAGANY RIDGE PHASE 5 SUBDIVISION**  
PART OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 32,  
TOWNSHIP 1 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN,  
MAGNA CITY, COUNTY OF SALT LAKE, STATE OF UTAH

DATE	REVISIONS	BY

**SHEET 2 OF 2**  
RECORDED # \_\_\_\_\_ SALT LAKE COUNTY RECORDER  
STATE OF UTAH, COUNTY OF SALT LAKE, RECORDED AND FILED AT THE REQUEST OF: \_\_\_\_\_  
DATE: \_\_\_\_\_ TIME: \_\_\_\_\_ BOOK: \_\_\_\_\_ PAGE: \_\_\_\_\_  
FEE \_\_\_\_\_

**EDM Partners LLC**  
2815 East 3300 South Salt Lake City, UT 84109  
(801) 305-4670 www.edmpartners.com

**OWNER / DEVELOPER**  
IVORY DEVELOPMENT, LLC  
978 EAST WOODLARK LANE  
SALT LAKE CITY, UTAH 84117

FOUND 2.5IN BRASS CAP IN MONUMENT WELL IN SOUTHEAST CORNER, SOUTHWEST CORNER, SOUTHEAST CORNER, RECORDED OCTOBER 28, 2020 AS ENTRY NO. 13441566 IN BOOK 11048 ON PAGE 8387.  
WATERLINE EASEMENT AGREEMENT BY AND BETWEEN IVORY DEVELOPMENT, LLC, A UTAH CORPORATION AND MAGNA WATER DISTRICT, INC., A UTAH CORPORATION RECORDED OCTOBER 28, 2020 AS ENTRY NO. 13441566 IN BOOK 11048 ON PAGE 8387.

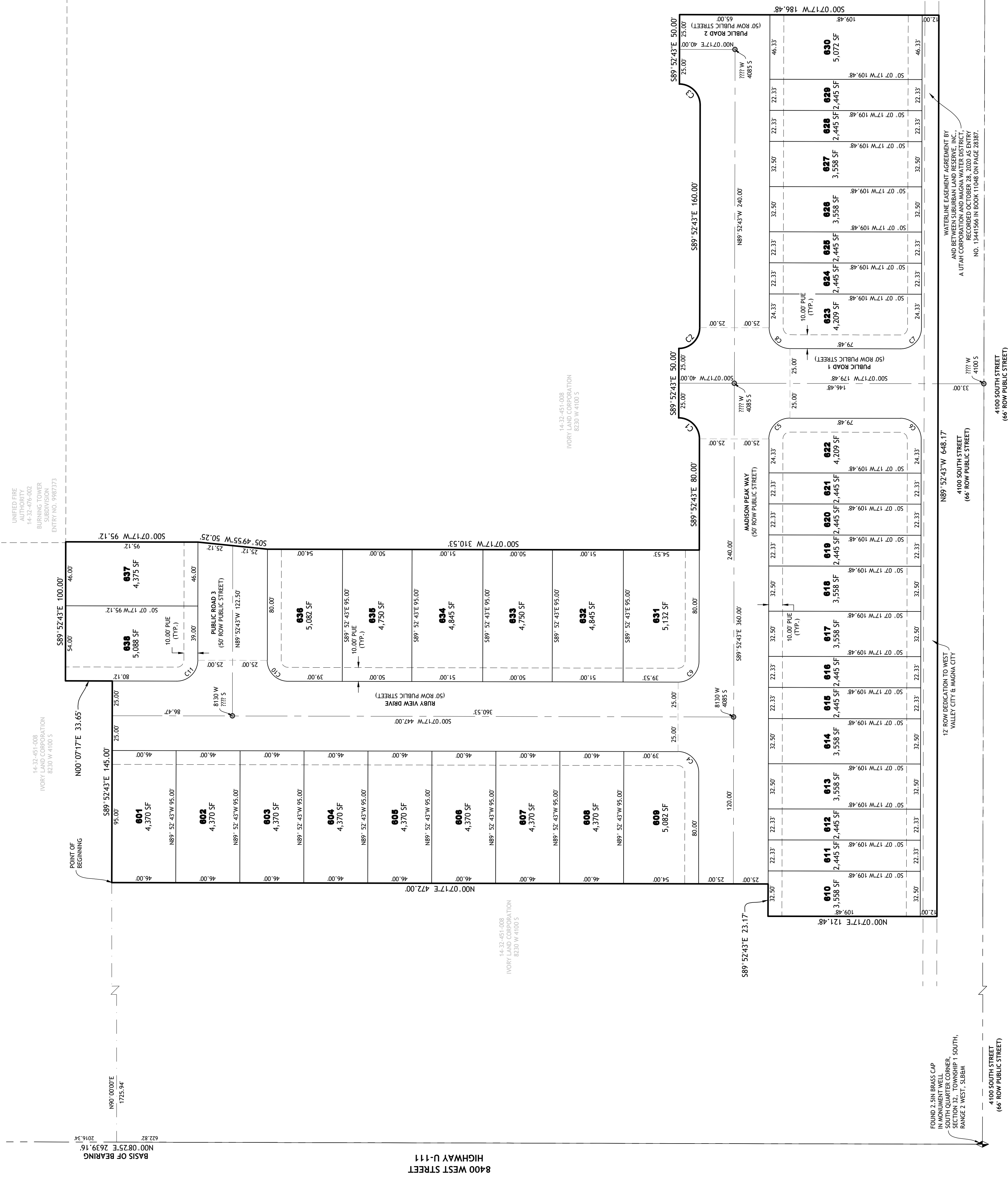
FOUND 2.5IN BRASS CAP IN MONUMENT WELL IN SOUTHWEST CORNER, SOUTHWEST CORNER, SOUTHWEST CORNER, RECORDED OCTOBER 28, 2020 AS ENTRY NO. 13441566 IN BOOK 11048 ON PAGE 8387.  
WATERLINE EASEMENT AGREEMENT BY AND BETWEEN IVORY DEVELOPMENT, LLC, A UTAH CORPORATION AND MAGNA WATER DISTRICT, INC., A UTAH CORPORATION RECORDED OCTOBER 28, 2020 AS ENTRY NO. 13441566 IN BOOK 11048 ON PAGE 8387.

MAHOAGANY RIDGE PHASE 2A SUBDIVISION  
ENTRY NO. 14437377  
BOOK: 2025P  
PAGE: 237



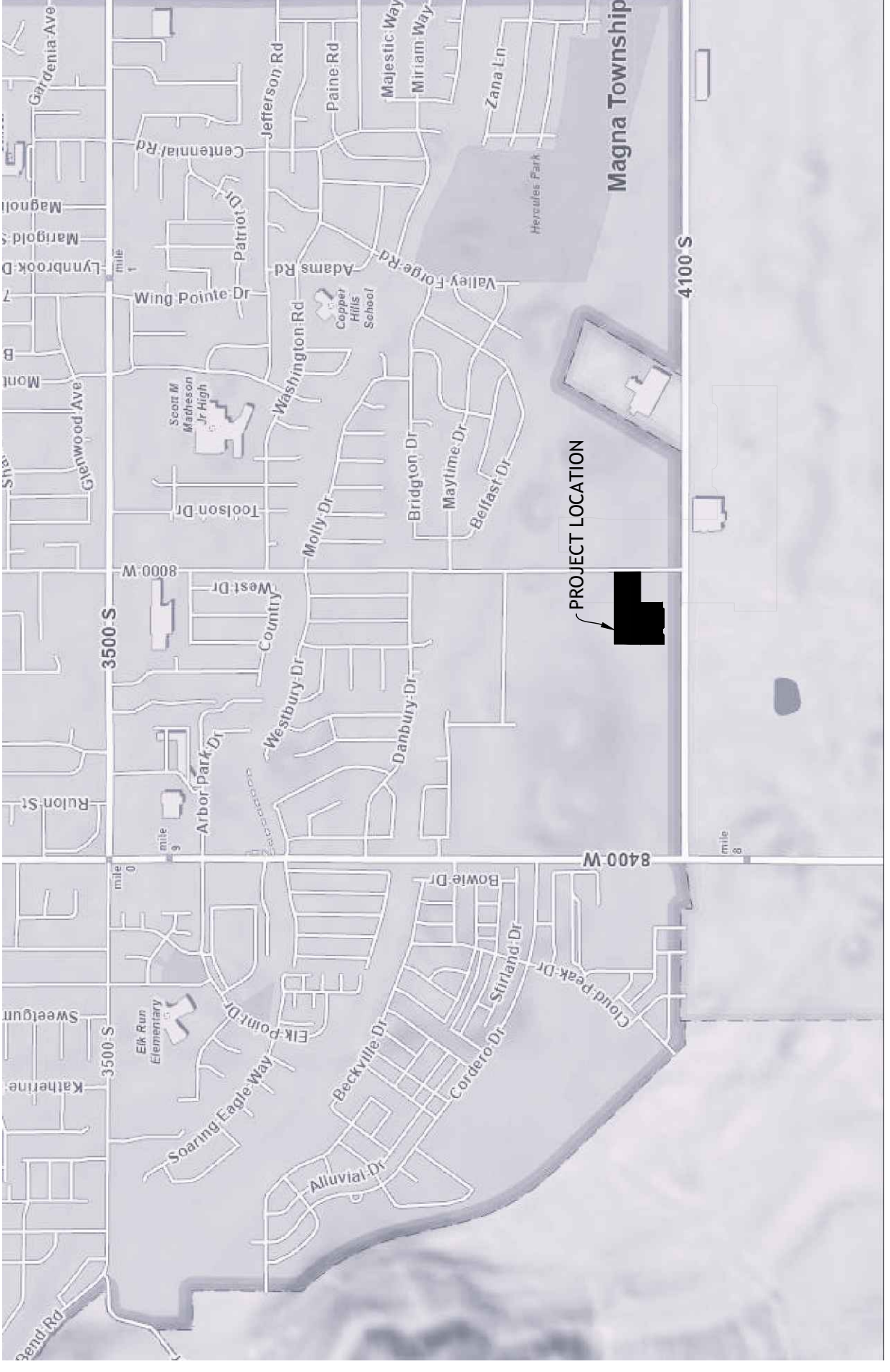
# MAHOGANY RIDGE PHASE 6 SUBDIVISION

PART OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 32,  
TOWNSHIP 1 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN,  
MAGNA CITY, COUNTY OF SALT LAKE, STATE OF UTAH



# MAHOAGANY RIDGE PHASE 7 SUBDIVISION

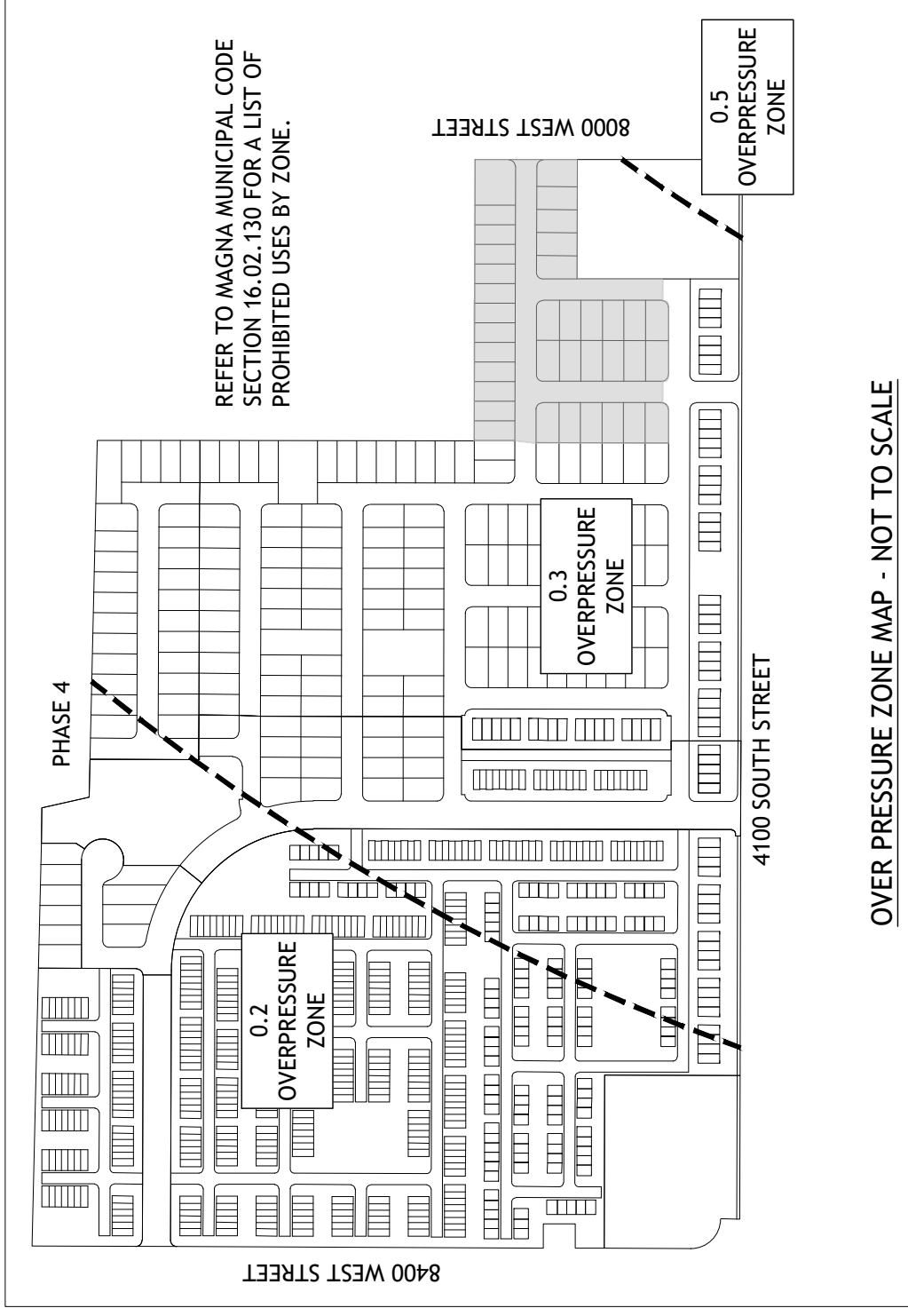
PART OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 32,  
TOWNSHIP 1 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN,  
MAGNA CITY, COUNTY OF SALT LAKE, STATE OF UTAH



VICINITY MAP - NOT TO SCALE

ADDRESS TABLE

Lot Number	Street Number	Street Name
701		PUBLIC ROAD3
702		PUBLIC ROAD3
703		PUBLIC ROAD3
704		PUBLIC ROAD3
705		PUBLIC ROAD3
706		PUBLIC ROAD3
707		PUBLIC ROAD3
708		PUBLIC ROAD3
709		PUBLIC ROAD3
710		PUBLIC ROAD3
711		PUBLIC ROAD3
712		PUBLIC ROAD3
713		PUBLIC ROAD3
714		PUBLIC ROAD3
715		PUBLIC ROAD3
716		PUBLIC ROAD3
717		PUBLIC ROAD2
718		PUBLIC ROAD2
719		PUBLIC ROAD2
720		PUBLIC ROAD2
721		PUBLIC ROAD2
722		PUBLIC ROAD2
723		PUBLIC ROAD1
724		PUBLIC ROAD1
725		PUBLIC ROAD1
726		PUBLIC ROAD1
727		PUBLIC ROAD1
728		PUBLIC ROAD1
729		PUBLIC ROAD1
730		PUBLIC ROAD1
731		PUBLIC ROAD1
732		PUBLIC ROAD1
733		PUBLIC ROAD1
734		PUBLIC ROAD1
PARCELA		
PARCELB		



OVER PRESSURE ZONE MAP - NOT TO SCALE

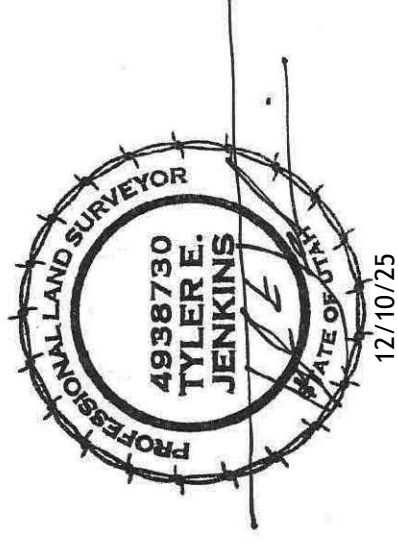
## SURVEYOR'S CERTIFICATE

I, TYLER E. JENKINS DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR AND THAT I HOLD LICENSE NO. 4938730 AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH. I FURTHER CERTIFY THAT BY THE AUTHORITY OF THE OWNERS, I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED BELOW, AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS AND STREETS, HEREAFTER TO BE KNOWN AS:

### MAHOAGANY RIDGE PHASE 7 SUBDIVISION

AND THAT THE SAME HAS BEEN CORRECTLY SURVEYED AND STAKED ON THE GROUND.

- AS PER STATE CODE SECTION 10-9A-603(5) OR 17-27A-603
- THE SURVEYOR MAKING THE PLAT SHALL CERTIFY THAT THE SURVEYOR:
  - HOLDS A LICENSE IN ACCORDANCE WITH TITLE 98, CHAPTER 22, PROFESSIONAL ENGINEERS AND PROFESSIONAL LAND SURVEYORS LICENSING ACT;
  - HAS COMPLETED A SURVEY OF THE PROPERTY DESCRIBED ON THE PLAT IN ACCORDANCE WITH SECTION 17-23-17 AND HAS VERIFIED ALL MEASUREMENTS; AND
  - HAS PLACED MONUMENTS AS REPRESENTED ON THE PLAT.



12/10/25  
FOR REVIEW ONLY  
DO NOT RECORD

## BOUNDARY DESCRIPTION

A PARCEL OF LAND BEING PART OF AN ENTIRE TRACT DESCRIBED IN THAT SPECIAL WARRANTY DEED RECORDED AT ENTRY #13706437, IN BOOK 11200, ON PAGE 3753, IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER. SAID PARCEL OF LAND IS LOCATED IN THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 32, TOWNSHIP 1 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, MAGNA CITY, COUNTY OF SALT LAKE, STATE OF UTAH, THE BOUNDARY OF SAID PARCEL OF LAND IS DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH BOUNDARY LINE OF BURNING TOWER SUBDIVISION RECORDED AS ENTRY NO. 9887273 IN BOOK 2007P ON PAGE 42 AT THE SALT LAKE COUNTY RECORDER'S OFFICE, SAID POINT BEING N00°08'25"E 655.95 FEET AND N90°00'00"E 1970.93 FEET FROM THE SOUTH QUARTER CORNER OF SAID SECTION 32, TOWNSHIP 1 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN; AND RUNNING ALONG THE SOUTH BOUNDARY LINE OF SAID BURNING TOWER SUBDIVISION THE FOLLOWING ONE (1) COURSE: 1.) S89°52'06"E 659.35 FEET TO THE WESTERLY RIGHT OF WAY OF 8000 WEST STREET; THENCE ALONG SAID WESTERLY RIGHT OF WAY THE FOLLOWING ONE (1) COURSE: 1.) S00°01'50"W 240.00 FEET; THENCE N89°52'43"W 279.73 FEET; THENCE S00°07'17"W 200.53 FEET; THENCE N89°52'43"W 50.00 FEET; THENCE ALONG A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 15.00 FEET, A DISTANCE OF 23.56 FEET; A CHORD DIRECTION OF 545°07'17"W, AND A CHORD DISTANCE OF 21.21 FEET; THENCE N89°52'43"W 160.00 FEET; THENCE ALONG A TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 15.00 FEET, A DISTANCE OF 23.56 FEET; A CHORD DIRECTION OF 144°52'43"W, AND A CHORD DISTANCE OF 21.21 FEET; THENCE N89°52'43"W 50.00 FEET; THENCE ALONG A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 15.00 FEET, A DISTANCE OF 23.56 FEET; A CHORD DIRECTION OF 545°07'17"W, AND A CHORD DISTANCE OF 21.21 FEET; THENCE N00°07'17"E 95.02 FEET TO THE POINT OF BEGINNING.

CONTAINS 240.262,39 SQFT OR 5.516 ACRES IN AREA, 34 LOTS AND 2 PARCELS

## OWNER'S DEDICATION

I/WE, THE UNDERSIGNED OWNER(S) OF THE HEREIN DESCRIBED TRACT OF LAND, DO HEREBY SET APART AND SUBDIVIDE THE SAME INTO LOTS, PARCELS, AND STREETS TOGETHER WITH EASEMENTS AS SHOWN HEREON TO BE HEREAFTER KNOWN AS:

### MAHOAGANY RIDGE SUBDIVISION PHASE 7

AND DO HEREBY DEDICATE FOR PERPETUAL USE OF THE PUBLIC ALL PARCELS OF LAND AND RIGHTS-OF-WAY AS SHOWN ON THIS PLAT AS INTENDED FOR PUBLIC USE AND DO HEREBY GRANT UNTO ANY AND ALL PUBLIC UTILITY COMPANIES A PERPETUAL, NONEXCLUSIVE EASEMENT OVER THE PUBLIC UTILITY EASEMENTS SHOWN ON THIS PLAT, THE SAME TO BE USED FOR THE INSTALLATION, MAINTENANCE AND OPERATION OF UTILITY LINES AND FACILITIES. THE UNDERSIGNED OWNER ALSO HEREBY CONVEYS ANY OTHER EASEMENTS AS SHOWN ON THIS PLAT TO THE PARTIES INDICATED AND FOR THE PURPOSES SHOWN HEREON.

NAME: CHRISTOPHER P. GAWROULAS  
TITLE: PRESIDENT OF IVORY DEVELOPMENT

## ACKNOWLEDGEMENT

ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, CHRISTOPHER P. GAWROULAS PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, IN AND FOR SAID COUNTY OF SALT LAKE IN THE STATE OF UTAH, WHO AFTER BEING DULY SWORN, ACKNOWLEDGED TO ME THAT HE IS THE PRESIDENT OF IVORY DEVELOPMENT LLC AND THAT HE SIGNED THE OWNER'S DEDICATION FREELY AND VOLUNTARILY FOR AND IN BEHALF OF SAID LIMITED LIABILITY COMPANY FOR THE PURPOSES THEREIN MENTIONED.

NOTARY PUBLIC \_\_\_\_\_ COMMISSION NUMBER \_\_\_\_\_ SIGNATURE \_\_\_\_\_

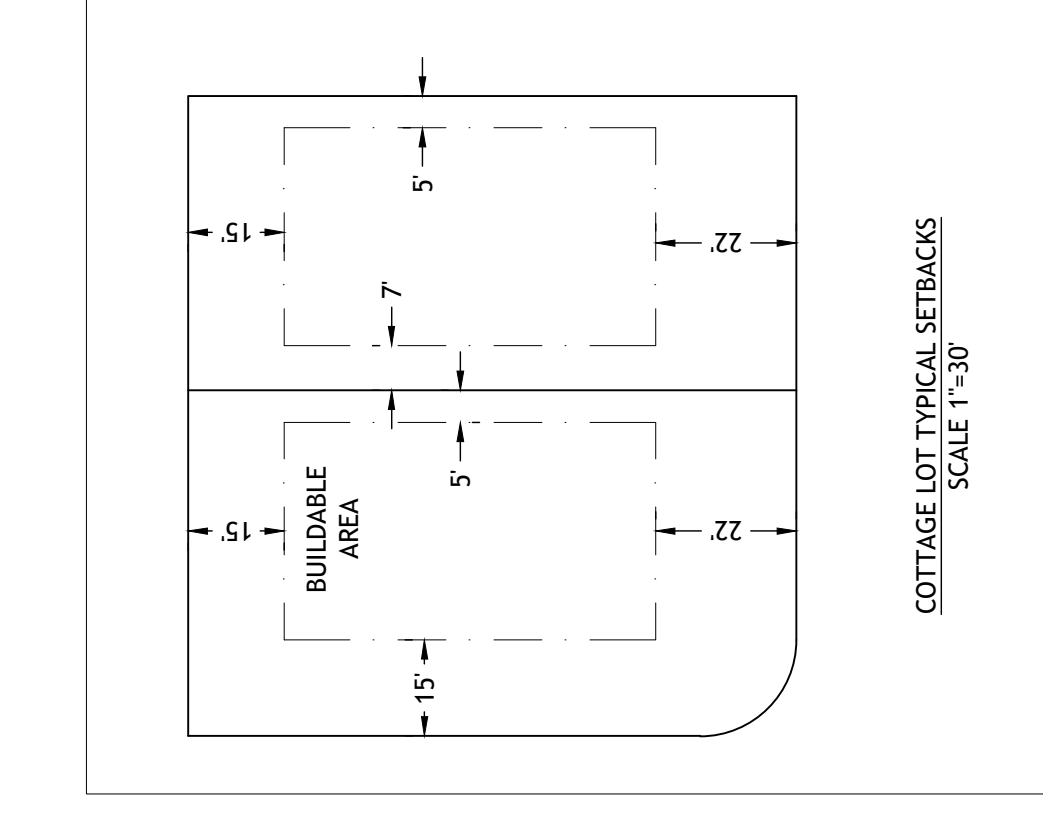
A NOTARY PUBLIC COMMISSIONED IN THE STATE OF UTAH. COMMISSION EXPIRES \_\_\_\_\_

**MAHOAGANY RIDGE PHASE 7 SUBDIVISION**  
PART OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 32,  
TOWNSHIP 1 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN,  
MAGNA CITY, COUNTY OF SALT LAKE, STATE OF UTAH

## SHEET 1 OF 2

SALT LAKE COUNTY RECORDER

RECORDED # \_\_\_\_\_  
STATE OF UTAH, COUNTY OF SALT LAKE, RECORDED AND FILED AT THE REQUEST OF:  
OF: \_\_\_\_\_  
DATE: \_\_\_\_\_ TIME: \_\_\_\_\_ BOOK: \_\_\_\_\_ PAGE: \_\_\_\_\_  
FEE \_\_\_\_\_ DEPUTY SALT LAKE COUNTY RECORDER



COTTAGE LOT TYPICAL SETBACKS  
SCALE 1"=30'

### PARCEL "A" - LEGAL DESCRIPTION

A PARCEL OF LAND BEING PART OF AN ENTIRE TRACT DESCRIBED IN THAT SPECIAL WARRANTY DEED RECORDED AT ENTRY #13706437, IN BOOK 11200, ON PAGE 3753, IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER. SAID PARCEL OF LAND IS LOCATED IN THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 32, TOWNSHIP 1 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, MAGNA CITY, COUNTY OF SALT LAKE, STATE OF UTAH, THE BOUNDARY OF SAID PARCEL OF LAND IS DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH BOUNDARY LINE OF BURNING TOWER SUBDIVISION RECORDED AS ENTRY NO. 9887273 IN BOOK 2007P ON PAGE 42 AT THE SALT LAKE COUNTY RECORDER'S OFFICE, SAID POINT BEING N00°08'25"E 654.68 FEET AND N90°00'00"E 2522.93 FEET FROM THE SOUTH QUARTER CORNER OF SAID SECTION 32, TOWNSHIP 1 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN; AND RUNNING ALONG THE SOUTH BOUNDARY LINE OF SAID BURNING TOWER SUBDIVISION THE FOLLOWING ONE (1) COURSE: 1.) S89°52'06"E 659.35 FEET TO THE WESTERLY RIGHT OF WAY OF 8000 WEST STREET; THENCE ALONG SAID WESTERLY RIGHT OF WAY THE FOLLOWING ONE (1) COURSE: 1.) S00°01'50"W 240.00 FEET; THENCE N89°52'43"W 279.73 FEET; THENCE S00°07'17"W 200.53 FEET; THENCE N89°52'43"W 50.00 FEET; THENCE ALONG A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 15.00 FEET, A DISTANCE OF 23.56 FEET; A CHORD DIRECTION OF 545°07'17"W, AND A CHORD DISTANCE OF 21.21 FEET; THENCE N89°52'43"W 92.47 FEET; THENCE N00°07'17"E 95.02 FEET TO THE POINT OF BEGINNING.

CONTAINS 10,198 SQFT IN AREA

### PARCEL "B" - LEGAL DESCRIPTION

A PARCEL OF LAND BEING PART OF AN ENTIRE TRACT DESCRIBED IN THAT SPECIAL WARRANTY DEED RECORDED AT ENTRY #13706437, IN BOOK 11200, ON PAGE 3753, IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER. SAID PARCEL OF LAND IS LOCATED IN THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 32, TOWNSHIP 1 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, MAGNA CITY, COUNTY OF SALT LAKE, STATE OF UTAH, THE BOUNDARY OF SAID PARCEL OF LAND IS DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT N00°08'25"E 698.56 FEET AND N90°00'00"E 2564.98 FEET FROM THE SOUTH QUARTER CORNER OF SAID SECTION 32, TOWNSHIP 1 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE S89°52'43"E 48.60 FEET; THENCE ALONG A TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 15.00 FEET, A DISTANCE OF 23.54 FEET; A CHORD DIRECTION OF 544°55'26"E, AND A CHORD DISTANCE OF 21.20 FEET; THENCE S00°01'50"W 80.02 FEET; THENCE N89°52'43"W 63.73 FEET; THENCE N00°07'17"E 95.00 FEET TO THE POINT OF BEGINNING.

CONTAINS 5,999 SQFT IN AREA

### NARRATIVE:

THIS SUBDIVISION PLAT WAS PREPARED AT THE REQUEST OF IVORY DEVELOPMENT FOR THE PURPOSE OF SUBDIVIDING PART OF SALT LAKE COUNTY ASSESSOR PARCEL NUMBER 14-32-481-1008 INTO LOTS AND STREETS AS SHOWN HEREON.

### BASIS OF BEARING:

NORTH 00°08'25" EAST BETWEEN THE SOUTH QUARTER AND THE CENTER QUARTER OF SECTION 32, TOWNSHIP 1 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN.

### NOTES:

- PUBLIC UTILITY EASEMENTS ARE 10' ON FRONT OF LOTS UNLESS SHOWN DIFFERENTLY ON THIS MAP.
- MAGNA CITY IS NOT RESPONSIBLE FOR ENFORCEMENT OF PRIVATE RESTRICTIVE COVENANTS.
- A SITE SPECIFIC GEOTECHNICAL STUDY HAS BEEN PREPARED FOR THIS PROJECT BY IGES. THE REPORT IS DATED DECEMBER 19, 2022, AND WAS PREPARED BY JUSTIN WHITMER, PE, AND WAS GIVEN THE IGES PROJECT NUMBER 02058-125 THE REQUIREMENTS OUTLINED IN THIS STUDY SHALL BE FOLLOWED ON THIS PROJECT.
- DRAINAGE EASEMENTS ARE SHOWN ON APPLICABLE REAR AND SIDE LOT LINES TO CONVEY DRAINAGE FROM NOT MORE THAN 13,500 SQUARE FEET TO THE STREET.
- LOTS IDENTIFIED WITH DRAINAGE EASEMENT SHALL BE GRADED TO ACCEPT DRAINAGE FROM ADJOINING LOTS THROUGH THE PROPERTY IN ORDER TO DISCHARGE TO AN APPROVED OUTLET
- 5/8" REBAR & CAP MARKED "EDM PARTNERS, LLC" WILL BE SET AT ALL EXTERIOR BOUNDARY AND REAR LOT CORNERS UNLESS OTHERWISE NOTED ON THIS PLAT. ALL FRONT CORNERS WILL BE SET AT THE CURB, LOT LINE EXTENDED, WITH A COPPER RIVET.
- PARCELS A AND B HEREBY DEDICATED TO THE MAHOAGANY RIDGE HOME OWNERS ASSOCIATION.
- STREET MONUMENTS TO BE SET USING SALT LAKE COUNTY STANDARDS.

### ENBRIDGE GAS UTAH - NOTE WITH NO EXISTING NATURAL GAS EASEMENT

QUESTAR GAS COMPANY, DBA ENBRIDGE GAS UTAH, HEREBY APPROVES THIS PLAT SOLELY FOR THE PURPOSES OF CONFIRMING THAT THE PLAT CONTAINS PUBLIC UTILITY EASEMENTS. ENBRIDGE GAS UTAH MAY REQUIRE ADDITIONAL EASEMENTS IN ORDER TO SERVE THIS DEVELOPMENT. THIS APPROVAL DOES NOT CONSTITUTE ABROGATION OR WAIVER OF ANY OTHER EXISTING RIGHTS, OBLIGATIONS OR LIABILITIES INCLUDING PRESCRIPTIVE RIGHTS AND OTHER RIGHTS, OBLIGATIONS OR LIABILITIES PROVIDED BY LAW OR EQUITY. THIS APPROVAL DOES NOT CONSTITUTE ACCEPTANCE, APPROVAL OR ACKNOWLEDGEMENT OF ANY TERMS CONTAINED IN THE PLAT, INCLUDING THOSE SET FORTH IN THE OWNER DEDICATION OR IN THE NOTES, AND DOES NOT CONSTITUTE A GUARANTEE OF PARTICULAR TERMS OR CONDITIONS OF NATURAL GAS SERVICE. FOR FURTHER INFORMATION PLEASE CONTACT ENBRIDGE GAS UTAH'S RIGHT-OF-WAY DEPARTMENT AT 800-366-8532

### QUESTAR GAS COMPANY

DBA ENBRIDGE GAS UTAH

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

### UNIFIED FIRE AUTHORITY APPROVAL

SIGNED \_\_\_\_\_ DATE \_\_\_\_\_  
CHECKED FOR ZONING COMPLIANCE:  
ZONE: \_\_\_\_\_ LOT AREA: \_\_\_\_\_  
LOT WIDTH: \_\_\_\_\_ FRONT YARD: \_\_\_\_\_  
SIDE YARD: \_\_\_\_\_ REAR YARD: \_\_\_\_\_

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_  
MAGNA CITY PLANNING COMMISSION  
DATE \_\_\_\_\_

### HEALTH DEPARTMENT

SIGNED \_\_\_\_\_ DATE \_\_\_\_\_  
PUBLIC UTILITY APPROVAL  
COMMUNICATIONS: \_\_\_\_\_ DATE: \_\_\_\_\_  
ROCKY MOUNT POWER: \_\_\_\_\_ DATE: \_\_\_\_\_  
ENBRIDGE GAS: \_\_\_\_\_ DATE: \_\_\_\_\_  
TELEVISION: \_\_\_\_\_ DATE: \_\_\_\_\_  
OTHER: \_\_\_\_\_ DATE: \_\_\_\_\_

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_  
MAGNA WATER DISTRICT  
APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.  
BY THE MAGNA WATER DISTRICT

### GREATER SALT LAKE MUNICIPAL SERVICE DISTRICT ENGINEERING

RECORD OF SURVEY NUMBER: 5-2022-10-0710  
MAGNA CITY MAYOR \_\_\_\_\_ DATE \_\_\_\_\_

COUNTY SURVEYOR REVIEWER \_\_\_\_\_ DATE \_\_\_\_\_  
APPROVAL AS TO FORM  
APPROVED AS TO FORM THIS \_\_\_\_\_ DAY  
OF \_\_\_\_\_, 20\_\_\_\_.

PLAN CHECK  
I HEREBY CERTIFY THAT THIS OFFICE HAS EXAMINED THIS PLAT AND IT IS CORRECT IN ACCORDANCE WITH INFORMATION ON FILE IN THIS OFFICE.  
MAGNA CITY ATTORNEY \_\_\_\_\_ DATE \_\_\_\_\_  
PLAN REVIEW SECTION MANAGER \_\_\_\_\_ DATE \_\_\_\_\_

MAGNA CITY COUNCIL THIS  
DAY OF \_\_\_\_\_, 20\_\_\_\_, AT WHICH TIME  
THIS SUBDIVISION WAS APPROVED AND ACCEPTED.  
MAGNA CITY MAYOR \_\_\_\_\_ DATE \_\_\_\_\_

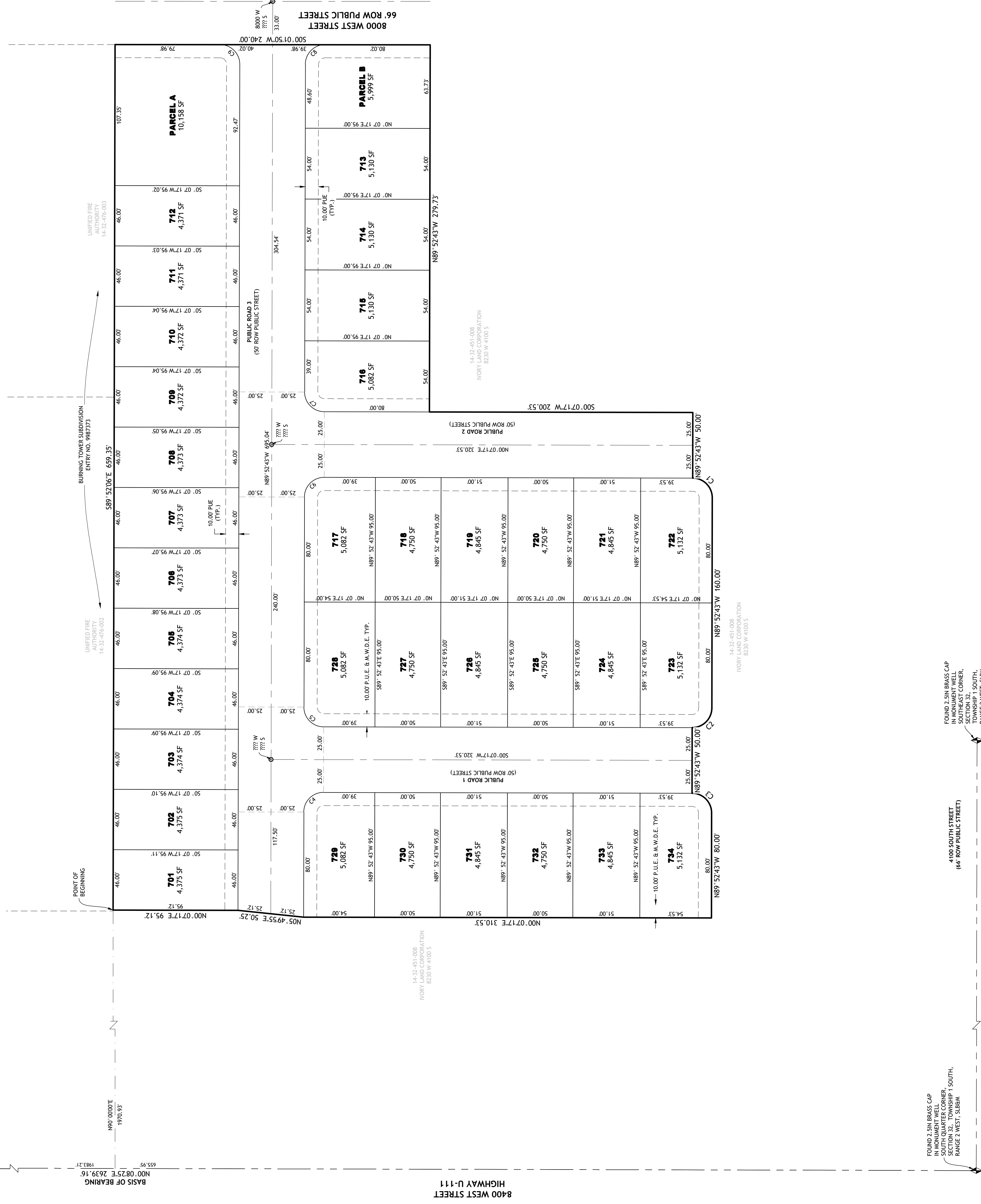
OWNER / DEVELOPER  
IVORY DEVELOPMENT, LLC  
978 EAST WOODOAK LANE  
SALT LAKE CITY, UTAH 84117



2815 East 3300 South Salt Lake City, UT 84109  
(801) 305-4670 www.edmpartners.com

# MAHOGANY RIDGE PHASE 7 SUBDIVISION

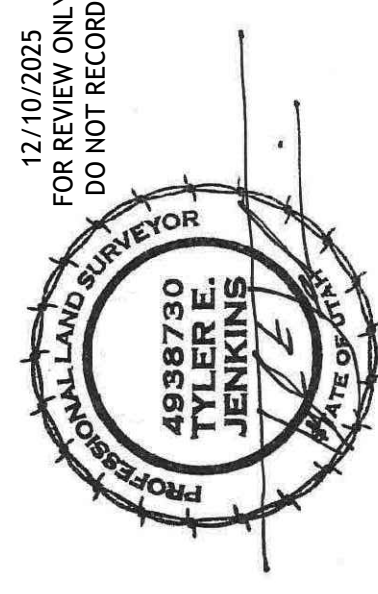
PART OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 32,  
TOWNSHIP 1 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN,  
MAGNA CITY, COUNTY OF SALT LAKE, STATE OF UTAH



SCALE: 1"=40'  
0 20 40 80 120

BOUNDARY LINE	SECTION LINE
CENTERLINE / MONUMENT LINE	EXISTING ADJACENT PROPERTY LINE
PROPOSED ADJACENT PROPERTY LINE	TIE LINE
LOT LINE	EASEMENT LINE
FOUND SECTION MONUMENT	STREET MONUMENT TO BE SET PER SILCO SURVEYORS STANDARDS
M.A.W.D.E.	MAGNA WATER DISTRICT EASEMENT
P.U.E.	PUBLIC UTILITY EASEMENT
3/8" REBAR & CAP MARKED "EDM PARTNERS, LLC" WILL BE SET AT ALL EXTERIOR BOUNDARY AND REAR LOT CORNERS UNLESS OTHERWISE NOTED ON THIS PLAT	
FRONT PROPERTY CORNERS TO BE REFERENCED BY A RIVET IN TOP BACK OF CURB AT THE EXTENSION OF LOT LINES UNLESS NOTED OTHERWISE.	

CURVE	LENGTH	RADIUS	CH DIRECTION	DELTA	CH LENGTH
C1	23.56	15.00	S45°07'17"W	21.21	21.21
C2	23.56	15.00	N44°52'43"W	21.21	21.21
C3	23.56	15.00	S45°07'17"W	21.21	21.21
C4	23.56	15.00	S44°52'43"E	21.21	21.21
C5	23.56	15.00	N45°07'17"E	21.21	21.21
C6	23.56	15.00	S44°52'43"E	21.21	21.21
C7	23.56	15.00	N45°07'17"E	21.21	21.21
C8	23.54	15.00	S44°55'26"E	21.20	21.20
C9	23.59	15.00	S45°04'34"W	21.23	21.23



**MAHOGANY RIDGE PHASE 7 SUBDIVISION**  
PART OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 32,  
TOWNSHIP 1 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN,  
MAGNA CITY, COUNTY OF SALT LAKE, STATE OF UTAH

**SHEET 2 OF 2**

RECORDED # \_\_\_\_\_  
STATE OF UTAH, COUNTY OF SALT LAKE, RECORDED AND FILED AT THE REQUEST OF:  
DATE: \_\_\_\_\_ TIME: \_\_\_\_\_ BOOK: \_\_\_\_\_ PAGE: \_\_\_\_\_  
FEE \_\_\_\_\_  
DEPUTY SALT LAKE COUNTY RECORDER

OWNER / DEVELOPER  
IVORY DEVELOPMENT, LLC  
978 EAST WOODDAR LANE  
SALT LAKE CITY, UTAH 84117

EDM Partners LLC  
2815 East 3300 South Salt Lake City, UT 84109  
(801) 305-4670 www.edmpartners.com

DATE	REVISIONS	BY

12/10/2025  
FOR REVIEW ONLY  
DO NOT RECORD

FOUND 2.5IN BRASS CAP  
IN MONUMENT WELL  
SECTION 32, TOWNSHIP 1 SOUTH,  
RANGE 2 WEST, SUBM

FOUND 2.5IN BRASS CAP  
IN MONUMENT WELL  
SECTION 32,  
TOWNSHIP 1 SOUTH,  
RANGE 2 WEST, SUBM

FOUND 2.5IN BRASS CAP  
IN MONUMENT WELL  
SECTION 32, TOWNSHIP 1 SOUTH,  
RANGE 2 WEST, SUBM

FOUND 2.5IN BRASS CAP  
IN MONUMENT WELL  
SECTION 32, TOWNSHIP 1 SOUTH,  
RANGE 2 WEST, SUBM

# MAHOGANY RIDGE PHASE 8 SUBDIVISION

PART OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 32,  
TOWNSHIP 1 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN,  
MAGNA CITY, COUNTY OF SALT LAKE, STATE OF UTAH

## NARRATIVE:

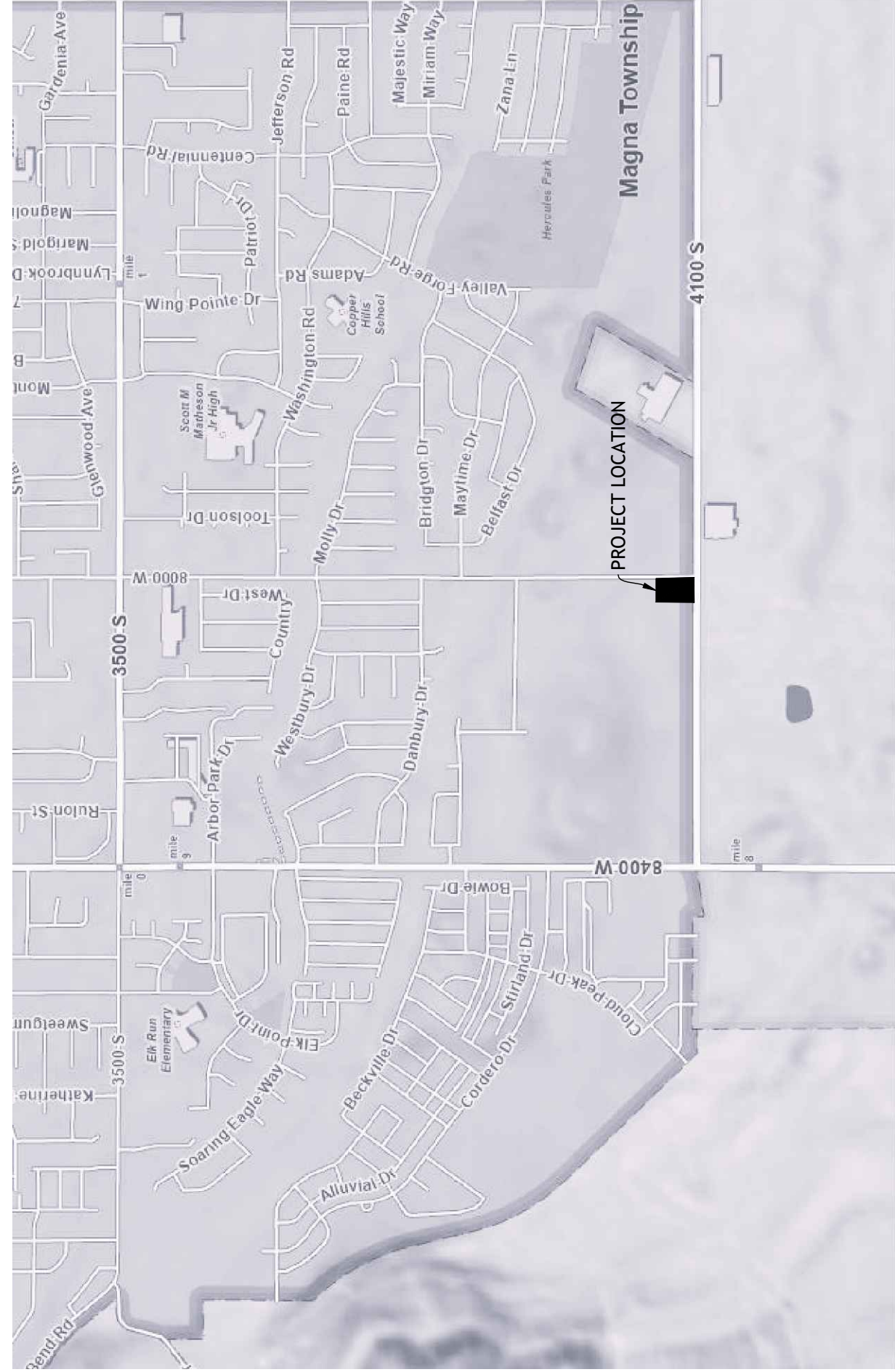
THIS SUBDIVISION PLAT WAS PREPARED AT THE REQUEST OF IVORY DEVELOPMENT FOR THE PURPOSE OF SUBDIVIDING PART OF SALT LAKE COUNTY ASSESSOR PARCEL NUMBER 14-32-451-008 INTO LOTS AND STREETS AS SHOWN HEREON.

## BASIS OF BEARING:

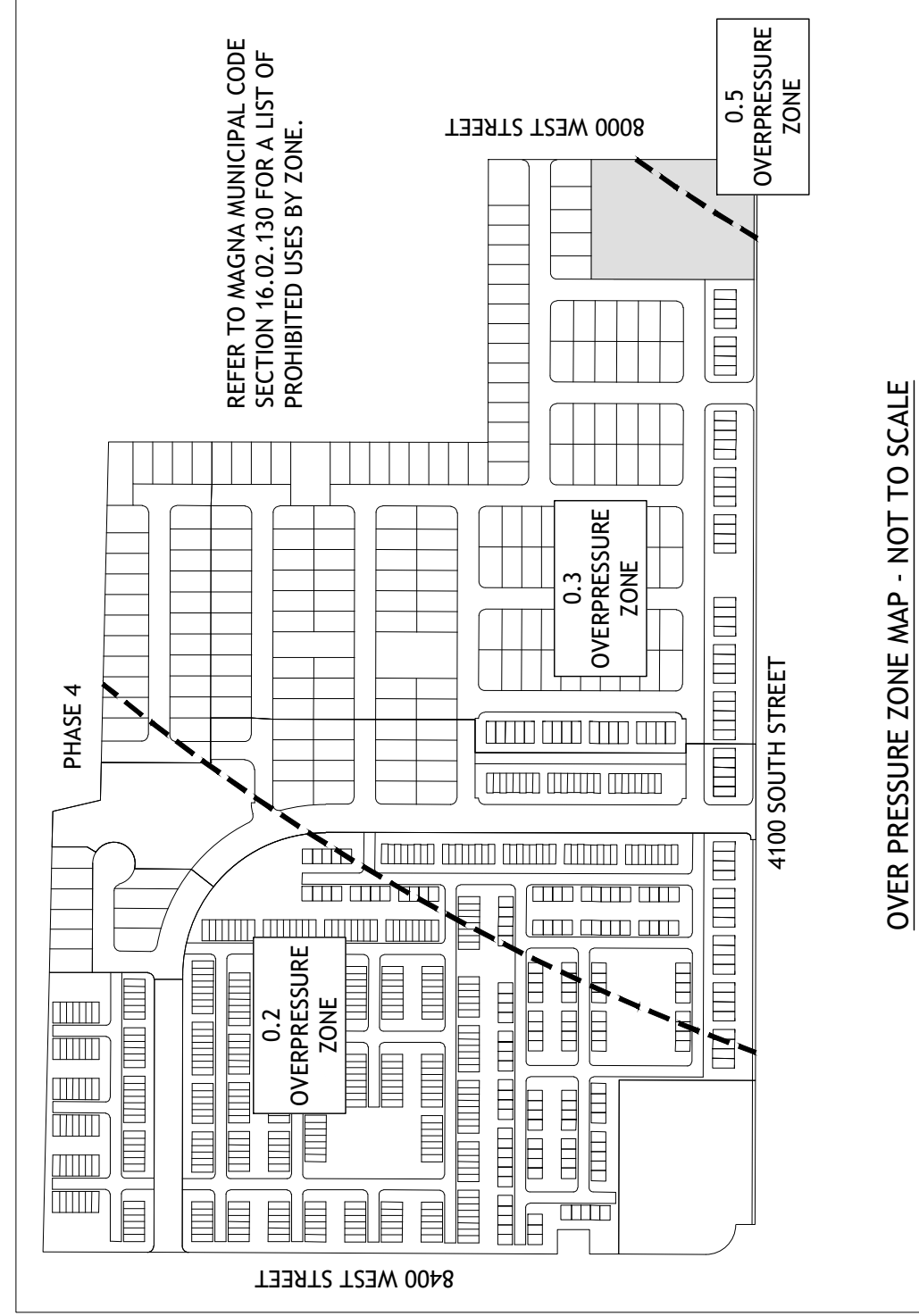
NORTH 00°09'25" EAST BETWEEN THE SOUTH QUARTER AND THE CENTER QUARTER OF SECTION 32 TOWNSHIP 1 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN.

## NOTES:

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- DRAINAGE EASEMENTS ARE SHOWN ON APPLICABLE REAR AND SIDE LOT LINES TO CONVEY DRAINAGE FROM NOT MORE THAN 13,500 SQUARE FEET TO THE STREET.
- LOTS IDENTIFIED WITH DRAINAGE EASEMENT SHALL BE GRADED TO ACCEPT DRAINAGE FROM ADJOINING LOTS THROUGH THE PROPERTY IN ORDER TO DISCHARGE TO AN APPROVED OUTLET
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- STREET MONUMENTS TO BE SET USING SALT LAKE COUNTY STANDARDS.



VICINITY MAP - NOT TO SCALE



OVER PRESSURE ZONE MAP - NOT TO SCALE

## ENBRIDGE 645 UTAH - NOTE WITH NO EXISTING NATURAL GAS EASEMENT

QUESTAR GAS COMPANY, DBA ENBRIDGE GAS UTAH, HEREBY APPROVES THIS PLAT SOLELY FOR THE PURPOSES OF CONFIRMING THAT THE PLAT CONTAINS PUBLIC UTILITY EASEMENTS. ENBRIDGE GAS UTAH MAY REQUIRE ADDITIONAL EASEMENTS IN ORDER TO SERVE THIS DEVELOPMENT. THIS APPROVAL DOES NOT CONSTITUTE ABROGATION OR WAIVER OF ANY OTHER EXISTING RIGHTS, OBLIGATIONS OR LIABILITIES INCLUDING PRESCRIPTIVE RIGHTS AND OTHER RIGHTS, OBLIGATIONS OR LIABILITIES PROVIDED BY LAW OR EQUITY. THIS APPROVAL DOES NOT CONSTITUTE ACCEPTANCE, APPROVAL OR ACKNOWLEDGEMENT OF ANY TERMS CONTAINED IN THE PLAT, INCLUDING THOSE SET FORTH IN THE OWNER DEDICATION OR IN THE NOTES, AND DOES NOT CONSTITUTE A GUARANTEE OF PARTICULAR TERMS OR CONDITIONS OF NATURAL GAS SERVICE. FOR FURTHER INFORMATION PLEASE CONTACT ENBRIDGE GAS UTAH'S RIGHT-OF-WAY DEPARTMENT AT 800-366-8532

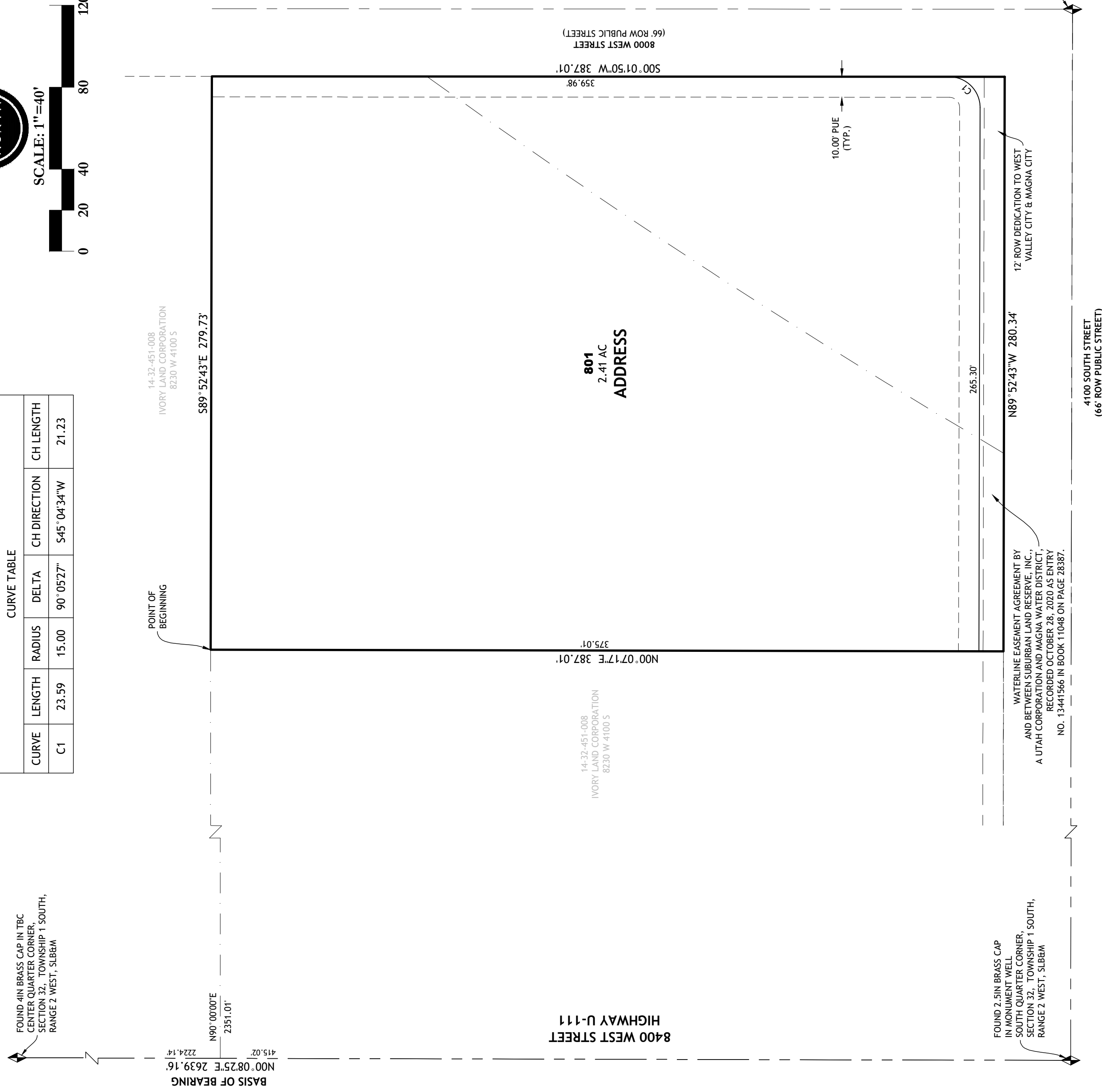
QUESTAR GAS COMPANY  
DBA ENBRIDGE GAS UTAH

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

CURVE TABLE				
CURVE	LENGTH	RADIUS	DELTA	CH LENGTH
C1	23.59	15.00	90°05'27"	54°04'34"W
				21.23



## SURVEYOR'S CERTIFICATE

I, TYLER E. JENKINS DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR AND THAT I HOLD LICENSE NO. 4938730 AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH. I FURTHER CERTIFY THAT BY THE AUTHORITY OF THE OWNERS, I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED BELOW, AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS AND STREETS, HEREAFTER TO BE KNOWN AS:

## MAHOGANY RIDGE PHASE 8 SUBDIVISION

AND THAT THE SAME HAS BEEN CORRECTLY SURVEYED AND STAKED ON THE GROUND.

AS PER STATE CODE SECTION 10-9A-603(5) OR 17-27A-603

- THE SURVEYOR MAKING THE PLAT SHALL CERTIFY THAT THE SURVEYOR:
  - HOLDS A LICENSE IN ACCORDANCE WITH TITLE 98, CHAPTER 22, PROFESSIONAL ENGINEERS AND PROFESSIONAL LAND SURVEYORS LICENSING ACT;
  - HAS COMPLETED A SURVEY OF THE PROPERTY DESCRIBED ON THE PLAT IN ACCORDANCE WITH SECTION 17-23-17 AND HAS VERIFIED ALL MEASUREMENTS; AND
  - HAS PLACED MONUMENTS AS REPRESENTED ON THE PLAT.



12/10/25

FOR REVIEW ONLY

DO NOT RECORD

## BOUNDARY DESCRIPTION

A PARCEL OF LAND BEING PART OF AN ENTIRE TRACT DESCRIBED IN THAT SPECIAL WARRANTY DEED RECORDED AT ENTRY #13706437, IN BOOK 11200, ON PAGE 3753, IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER, SAID PARCEL OF LAND IS LOCATED IN THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 32, TOWNSHIP 1 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, MAGNA CITY, COUNTY OF SALT LAKE, STATE OF UTAH, THE BOUNDARY OF SAID PARCEL OF LAND IS DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT N00°08'25" E 415.02 FEET AND N90°00'00" E 2351.01 FEET FROM THE SOUTH QUARTER CORNER OF SAID SECTION 32, TOWNSHIP 1 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE S89°32'43" E 279.73 FEET TO THE WESTERLY RIGHT OF WAY OF 8000 WEST STREET; THENCE ALONG THE SAID WESTERLY RIGHT OF WAY THE FOLLOWING ONE (1) COURSE: 1) S00°01'50" W 397.01 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY OF 4100 SOUTH STREET; THENCE ALONG SAID NORTHERLY RIGHT OF WAY THE FOLLOWING ONE (1) COURSE: 1.) N89°32'43" W 288.34 FEET; THENCE N00°07'17" E 387.01 FEET TO THE POINT OF BEGINNING.

CONTAINS 108.375 5/8 SQFT OR 2.488 ACRES IN AREA AND 1 LOT

## OWNER'S DEDICATION

I/WE, THE UNDERSIGNED OWNER(S) OF THE HEREIN DESCRIBED TRACT OF LAND, DO HEREBY SET APART AND SUBDIVIDE THE SAME INTO LOTS, PARCELS, AND STREETS TOGETHER WITH EASEMENTS AS SHOWN HEREON TO BE HEREAFTER KNOWN AS:

## MAHOGANY RIDGE SUBDIVISION PHASE 8

AND DO HEREBY DEDICATE FOR PERPETUAL USE OF THE PUBLIC ALL PARCELS OF LAND AND RIGHTS-OF-WAY AS SHOWN ON THIS PLAT AS INTENDED FOR PUBLIC USE AND DO HEREBY GRANT UNTO ANY AND ALL PUBLIC UTILITY COMPANIES A PERPETUAL, NONEXCLUSIVE EASEMENT OVER THE PUBLIC UTILITY EASEMENTS SHOWN ON THIS PLAT, THE SAME TO BE USED FOR THE INSTALLATION, MAINTENANCE AND OPERATION OF UTILITY LINES AND FACILITIES. THE UNDERSIGNED OWNER ALSO HEREBY CONVEYS ANY OTHER EASEMENTS AS SHOWN ON THIS PLAT TO THE PARTIES INDICATED AND FOR THE PURPOSES SHOWN HEREON.

NAME: CHRISTOPHER P. GAWROULAS

TITLE: PRESIDENT OF IVORY DEVELOPMENT

## ACKNOWLEDGEMENT

ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, CHRISTOPHER P. GAWROULAS PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, IN AND FOR SAID COUNTY OF SALT LAKE IN THE STATE OF UTAH, WHO AFTER BEING DULY SWORN, ACKNOWLEDGED TO ME THAT HE IS THE PRESIDENT OF IVORY DEVELOPMENT LLC AND THAT HE SIGNED THE OWNER'S DEDICATION FREELY AND VOLUNTARILY FOR AND IN BEHALF OF SAID LIMITED LIABILITY COMPANY FOR THE PURPOSES THEREIN MENTIONED.

NOTARY PUBLIC

COMMISSION NUMBER

SIGNATURE

A NOTARY PUBLIC COMMISSIONED IN THE STATE OF UTAH. COMMISSION EXPIRES \_\_\_\_\_

**MAHOGANY RIDGE PHASE 8 SUBDIVISION**  
PART OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 32,  
TOWNSHIP 1 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN,  
MAGNA CITY, COUNTY OF SALT LAKE, STATE OF UTAH

## SHEET 1 OF 1

SALT LAKE COUNTY RECORDER

RECORDED # \_\_\_\_\_

STATE OF UTAH, COUNTY OF SALT LAKE, RECORDED AND FILED AT THE REQUEST

OF: \_\_\_\_\_

DATE: \_\_\_\_\_ TIME: \_\_\_\_\_ BOOK: \_\_\_\_\_ PAGE: \_\_\_\_\_

FEE \_\_\_\_\_ DEPUTY SALT LAKE COUNTY RECORDER

## GREATER SALT LAKE MUNICIPAL SERVICE DISTRICT ENGINEERING

RECORD OF SURVEY NUMBER: 5-2022-10-0710

PRESENTED TO THE MAGNA CITY COUNCIL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, AT WHICH TIME THIS SUBDIVISION WAS APPROVED AND ACCEPTED.

COUNTY SURVEYOR REVIEWER

APPROVAL AS TO FORM

APPROVED AS TO FORM THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

OWNERS / DEVELOPER

IVORY DEVELOPMENT, LLC

978 EAST WOODOAK LANE

SALT LAKE CITY, UTAH 84117

## UNIFIED FIRE AUTHORITY APPROVAL

SIGNED \_\_\_\_\_ DATE \_\_\_\_\_

PLANNING COMMISSION

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, BY THE MAGNA CITY PLANNING COMMISSION.

PLANNING COMMISSION

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

PLANNING COMMISSION

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

PLANNING COMMISSION

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

PLANNING COMMISSION

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

PLANNING COMMISSION

## HEALTH DEPARTMENT

SIGNED \_\_\_\_\_ DATE \_\_\_\_\_

PUBLIC UTILITY APPROVAL

COMMUNICATIONS: \_\_\_\_\_ DATE: \_\_\_\_\_

ROCKY MOUNT POWER: \_\_\_\_\_ DATE: \_\_\_\_\_

ENBRIDGE GAS: \_\_\_\_\_ DATE: \_\_\_\_\_

TELEVISION: \_\_\_\_\_ DATE: \_\_\_\_\_

OTHER: \_\_\_\_\_ DATE: \_\_\_\_\_

## ADDRESSING APPROVAL

SIGNED \_\_\_\_\_ DATE \_\_\_\_\_

PLANNING COMMISSION

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

PLANNING COMMISSION

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

PLANNING COMMISSION

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

PLANNING COMMISSION

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

PLANNING COMMISSION

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

PLANNING COMMISSION



2815 East 3300 South Salt Lake City, UT 84109

(801) 305-4670 www.edmpartners.com

## Exhibit C (per listed exhibits on Page 1 of Staff Report)

### **NOTE: NORTHRUP GRUMMAN COMMENTS ARE IN BLACK, MSD PLANNING RESPONSES ARE IN RED**

Enforcement of zoning and codified construction requirements are a must to minimize the probability and severity of personal injury and property damage in a worst-case scenario of an overpressure event (explosion) at NG Bacchus Plant. The hazards and importance of this is downplayed in the “Issues of Concern/Proposed Mitigation” section of the “Rezone Summary and Recommendation” document dated April 8, 2020.

Please note that the approved Development Plan could be interpreted to still need to be in compliance with the Overpressure Ordinance and not supersede it, such that the Development Plan min lot sizes, densities, and heights that violate the Overpressure Ordinance in the 0.5 and 0.35 overpressure zones (OPZ) are only allowed in the 0.2 OPZ of the Development. This would be reading the documents as being in conjunction with each other rather than in conflict with each other, or one superseding the other.

All of Phase 5, 6, 7 and a majority of Phase 8 fall within the 0.3 psi overpressure zone (OPZ) for Bacchus Energetic Operations.

- 16.02.130 Subsection C.1 prohibits specific types of dwellings and limits single family residences to no greater than 6 lots per acre and minimum lot sizes of 7,500 square feet
  - The project statistics table on page 1 indicates a much greater density, as well as prohibited dwelling types (multi-family).
  - Plat drawings indicate lot sizes much smaller than 7,500 square feet (they are undersized from what is required by the OPZ.)
  - Higher density construction subjects more people to an overpressure event, yielding higher risk of injury and casualty as well as property damage
  - **Recommendation:** do not include multi family, townhomes, cottage, or cluster homes in the 0.3 OPZ. Allow such only in the 0.2 OPZ. This would be safer to move these types of homes to the 0.2 OPZ.
  - **Response:** The zone change from A-20 to P-C zone was approved by the Magna City Council April 27, 2021 ([Exhibit A](#)), which was 2 weeks prior to the Council’s vote to enact 16.02 “overpressure areas” ([Exhibit B](#)). The rezone was approved subject to the following condition: “That the P-C Plan as proposed by the applicant (Ivory Homes) be followed and approve as part of the Rezone for the subject property.”

The P-C Plan submitted by Ivory Homes as contained within the packet of information for the April 27, 2021 meeting includes a map showing two types of districts: “Neighborhood” and “Village.” Phases 5, 6, 7, and 8 are predominantly within the Village District to the east of Cordero Drive. The map contains the following description of the Village District: “Medium density mixed use development that includes residential ([single and multi-](#)

family), office, commercial, public/semi-public, and recreation/open space uses. Village district residential densities are anticipated to range between 6 and 12 units per gross acre. (Exhibit C)

The written materials submitted as part of the P-C plan contain a table entitled “Residential Bulk & Intensity Requirements” within the Neighborhood and Village districts (pg.7). The minimum lot size for “Front Load” and “Rear Load” homes is listed as 3,500 square feet, and the minimum lot size for “Townhomes” is listed: “As shown on plat.” (Exhibit D)

The overall density and lot sizes of the proposed phases are both in harmony with the zoning condition of the Council’s April 27, 2021 decision and the subsequent development agreement (as amended) and community structure plan. (Exhibit E)

- 16.02.130 Subsection C.5 prohibits structures with heights height in excess of 40 feet
  - The Mahogany Ridge PC Plan page 7 calls out a max building heights of 45 feet. It is unclear if any buildings in 0.3 zone will exceed 40’. That height is not restricted in the 0.2 OPZ.
  - Taller building profiles provide larger surface areas for overpressure to act against. A 20’ long wall 45’ tall has 129,600 sq inches of area. At 0.3 psi that equates to approx. 90,000 pounds of force acting on that wall
    - This is because the overpressure wave is like an atmospheric pressure, but is directional and becomes an incident pressure when it interacts with a solid surface. This interaction nearly doubles the applied force of the blast wave on a structure
  - Taller building profiles provide greater leverage for that force to act upon
  - **Recommendation:** enforce the 40’ limit in the 0.3 OPZ and the 30’ limit in the 0.5 OPZ.
  - **Response:** The “Residential Bulk & Intensity Requirements” table on page 7 of the P-C plan materials indicates maximum building height of 45 feet for homes and townhomes in the Village district, and 35 feet in the Neighborhood district. The height of non-residential buildings is not included in the table. (Exhibit D)
- 16.02.220 Requires, to extent possible, to orient side yards of lots towards center of overpressure areas. The lot orientation, in conjunction with placement of structure on said lot, design of the structure, and type, location, and size of glass surfaces) is intended to reduce the possibility of damage in OPZ. Additionally, the “Issues of Concern/Proposed Mitigation” section of the “Approval of Community Structure Plan Summary and Recommendation” document dated December 9, 2021, states : “ ... the home orientations will need to comply with the ordinance and that could necessitate changes to local road layouts.”
  - Overview of preliminary plat indicates the lots are not oriented in prescribed manner, and likely neither will the structures based on size in comparison with the lots



- The ordinance removed wind references in the original ordinance and we worked as best we could with SL County Structural Engineer on the language to ensure pointed them to overpressure pulse and loading
- Residential structures in OPZ shall be designed, where feasible, with windowless walls, or minimum glass surfaces facing center of OPZ. Garage and carports shall be placed on side of building facing the OPZ
  - Preliminary plat does not indicate compliance with orientation and location of garages/carports and glass free walls.
- Buildings in OPZ shall conform to OPZ glass standards
  - Glass requirements are crucial because the most susceptible large flat surface on a home is the glass, and when glass fails from a blast it implodes inwards towards people and can cause severe injury and fatality
  - All windowpanes in OPZ shall be tempered or laminated glass
    - This helps reduce glass injuries due to small fragment sizes or being held in place by the laminate
  - Max width of any pane is 4 feet as measured between mullions
    - There should also be a requirement here for a minimum ½” engagement of the panes with the frame to ensure the whole pane does not just flex and pop out of the frame in one piece
  - Buildings in OPZ shall be designed to minimize amount of glass facing OPZ (where feasible).
  - Phase 8 is for commercial structures and the P-C Plan indicates storefronts with large glass fronts.
  - **Response:** The construction standards, including engineering design, glass standards, and windowpane sizes, are being enforced by the MSD building inspection department as part of the permitting and inspection process. Phases 5-8 will also be subject to compliance with these restrictions. Although windowless walls “where feasible” are required facing the center of the overpressure area, it has been pointed out the location of that center point being in and east/southeast direction from these phases, the surfaces of the homes are all at an angle rather than directly facing the center point. The building inspection department’s enforcement of the building design standards takes into account the intent of the overpressure ordinance, but also building code requirements for light, ventilation, and emergency egress from each home.

EXHIBIT A

MAGNA METRO TOWNSHIP  
ORDINANCE

ORDINANCE NO. 21-04-02

Apr 1 27, 2021

AN ORDINANCE, AMENDING TITLE 19, ENTITLED "ZONING" OF THE MAGNA METRO TOWNSHIP CODE OF ORDINANCES, 2017, BY RECLASSIFYING CERTAIN PROPERTY LOCATED IN MAGNA METRO TOWNSHIP FROM THE A-20 (AGRICULTURAL) TO PLANNED COMMUNITY (P-C) ZONE.

The Magna Metro Township, Salt Lake County, State of Utah, ordains as follows:

**Section 1:** Section, 19.06.020, The Zoning Map of the Magna Metro Township, Magna Municipal Code of Ordinances 2017, is hereby amended, as follows:

The property described in **Application REZ2021-000256** filed by Ivory Homes and located at 8230 West 4100 South., within Magna Metro Township, is hereby reclassified from the A-20 zone to P-C zone, said property being described as follows:

PARCEL #:14-32-451-004-0000

**LEGAL DESCRIPTION:**

A PARCEL OF LAND BEING A PART OF THAT ENTIRE TRACT DESCRIBED IN THAT SPECIAL WARRANTY DEED RECORDED DECEMBER 6, 2012 AS ENTRY NO. 11529897 IN BOOK 10084, AT PAGE 9622 IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER LOCATED IN THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 32, TOWNSHIP 1 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, MAGNA METRO TOWNSHIP, COUNTY OF SALT LAKE, STATE OF UTAH. THE BOUNDARY OF SAID PARCEL OF LAND IS DESCRIBED AS FOLLOWS:

BEGINNING ON THE EASTERLY RIGHT OF WAY LINE OF U-111 AT A POINT WHICH IS S89°52'43"E 146.13 FEET AND N00°00'00"E 33.00 FEET FROM THE SOUTH QUARTER CORNER OF SAID SECTION 32, TOWNSHIP 1 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE ALONG SAID EASTERLY RIGHT OF WAY LINE THE FOLLOWING SEVEN COURSES: 1) N00°13'38"E 44.42 FEET; 2) THENCE ALONG A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 70.00 FEET, A DISTANCE OF 109.96 FEET, A CHORD DIRECTION OF N44°46'22"W AND A CHORD DISTANCE OF 99.00 FEET; 3) N00°13'38"E 271.49 FEET; 4) N90°00'00"E 57.19 FEET; 5) N00°00'00"E 75.00 FEET; 6) N90°00'00"W 56.89 FEET; 7) N00°13'38"E 1200.00 FEET; THENCE LEAVING SAID EASTERLY RIGHT OF WAY LINE S88°42'37"E 1028.11 FEET; THENCE S13°02'03"E 113.53 FEET; THENCE S88°42'37"E 836.39 FEET TO THE BOUNDARY OF BURNING TOWER SUBDIVISION AS RECORDED AS ENTRY NO. 9987373; THENCE ALONG SAID BOUNDARY THE FOLLOWING TWO COURSES: 1) S00°01'50"W 885.35 FEET; 2) S89°52'06"E 660.00 FEET

EXHIBIT A

TO THE WESTERLY RIGHT OF WAY LINE OF 8000 WEST STREET; THENCE ALONGS SAID WESTERLY RIGHT OF WAY LINE S00°01'50"W 627.01 FEET TO THE NORTH RIGHT OF WAY LINE OF 4100 SOUTH STREET; THENCE ALONG SAID NORTHERLY RIGHT OF WAY LINE N89°52'43"W 2485.42 FEET TO THE POINT OF BEGINNING.

CONTAINS 78.49 ACRES IN AREA

Pursuant to Section 19.90.060 of the Magna Metro Township, Code of Ordinances, 2017, development of property is subject to the following conditions:

1. That the P-C Plan as proposed by the applicant (Ivory Homes) be followed and approved as part of the Rezone for the subject property.

**Section 2:** The map showing such change shall be filed with the Magna Metro Township Planning Commission in accordance with Section 19.06.020 of the Magna Municipal Code of Ordinances, 2017.

**Section 3:** This ordinance shall take effect fifteen (15) days after its passage and upon at least one publication in a newspaper published in and having general circulation in the Magna Metro Township, and if not so published within fifteen (15) days then it shall take effect immediately upon its first publication.


IN WITNESS WHEREOF, the Magna Metro Township Council has approved and adopted this ordinance this 27<sup>th</sup> day of April, 2021.

FOR THE MAGNA METRO TOWNSHIP:

Dan W. Peay  
Dan W. Peay, Mayor

<p>APPROVED AS TO FORM:</p> <p><u>Paul H. Ashton</u></p> <p>Paul H. Ashton Metro Township Attorney</p>
--

ATTESTED



Sherrie Swensen  
Salt Lake County Clerk  
Metro Township Clerk – Recorder

VOTING:

- Council Member Hull voting "AYE"
- Mayor Peay voting "AYE"
- Council Member Peel voting "AYE"
- Council Member Pierce voting "AYE"
- Council Member Prokopis voting "AYE"

Date ordinance published in newspaper:

Effective Date of Ordinance:

EXHIBIT B

MAGNA METRO TOWNSHIP

ORDINANCE NO.: 21-04-01

DATE: May 11, 2021

OVERPRESSURE AREAS ORDINANCE CONSOLIDATION

AN ORDINANCE DELETING MAGNA MUNICIPAL CODE CHAPTER 15.14 AND SECTIONS 18.20.060 AND 19.76.270 AND ADOPTING THE CONSOLIDATED ORDINANCE ENNUMERATED AS CHAPTER 16.02: OVERPRESSURE AREAS REGARDING THE ZONING, SUBDIVIDING, AND BUILDING STANDARDS REQUIRED WITHIN AN OVERPRESSURE AREA

RECITALS

WHEREAS, Utah Code § 10-2a-414(3) provides that a Salt Lake County ordinance will remain in effect as the ordinance of the Magna Metro Township (“Magna”) “until the metro township council amends or repeals the ordinance;” and

WHEREAS, Magna adopted Ordinance No. 17-01-03 on January 17, 2017, adopting ordinances of Salt Lake County, including Chapter 15.14, Sections 18.20.060 and 19.76.270 regarding development in overpressure areas; and

WHEREAS, Magna is actively updating and revising its ordinances, including zoning, to better account for the health, welfare, and benefits to its residents; and

WHEREAS, Magna has determined that the ordinances regarding development in the overpressure areas should be consolidated and updated.

NOW THEREFORE, BE IT ORDAINED BY THE MAGNA METRO TOWNSHIP COUNCIL AS FOLLOWS:

1. Repeal of Prior Code Sections.
  - a. Chapter 15.14 is hereby repealed in its entirety.
  - b. Section 18.20.060 is hereby repealed in its entirety.
  - c. Section 19.76.270 is hereby repealed in its entirety.
2. Adoption of Consolidated and Amended Overpressure Ordinance
  - a. Chapter 16.02, entitled “Overpressure Areas,” attached as **Exhibit A**, is hereby ADOPTED.
3. This ordinance will become effective 20 days after publication pursuant to Utah Code Ann. § 10-3-711(1) and Utah Code Ann. § 10-3-712.

*[signature pages follow]*

EXHIBIT B

APPROVED and ADOPTED this 11 day of MAY, 2021.

MAGNA METRO TOWNSHIP COUNCIL

By: *Dan W. Peay*  
Dan Peay, Mayor

ATTEST

APPROVED AS TO FORM:

*Sherrie Swensen*  
Sherrie Swensen, Clerk/Recorder

*Paul W. [Signature]*  
METRO TOWNSHIP ATTORNEY

VOTING

- Council Member Steve Prokopolis voting
- Council Member Brint Peel voting
- Mayor Dan Peay voting
- Council Member Trish Hull voting
- Council Member Audrey Pierce voting

Aye  
Aye  
Aye  
Aye  
Aye

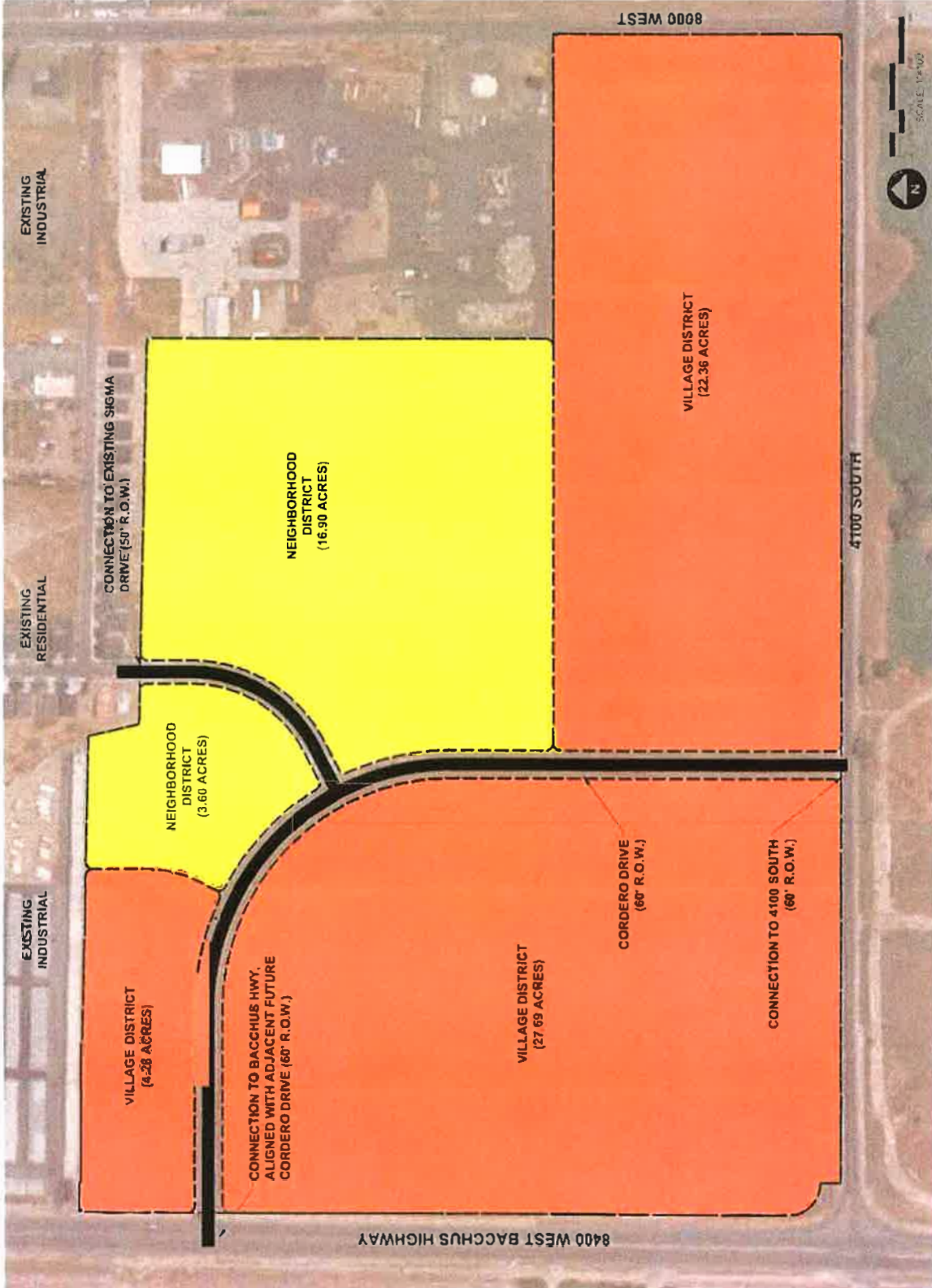
(Complete as Applicable)

Summary of ordinance published in newspaper: \_\_\_\_\_  
<https://www.utah.gov/pmn/sitemap/notice/697353.html>

Date of publication: August 18, 2021 \_\_\_\_\_

Effective date of ordinance: August 18, 2021 \_\_\_\_\_

**EXHIBIT C**



**DEVELOPMENT TABLE:**

**TOTAL LAND AREA = 78.49 ACRES**

**VILLAGE DISTRICT = 54.33 ACRES**  
 MEDIUM DENSITY MIXED USE DEVELOPMENT THAT INCLUDES RESIDENTIAL (SINGLE AND MULTI-FAMILY), OFFICE, COMMERCIAL, PUBLIC/SEMI-PUBLIC, AND RECREATION/OPEN SPACE USES. VILLAGE DISTRICT RESIDENTIAL DENSITIES ARE ANTICIPATED TO RANGE BETWEEN 6 AND 12 UNITS PER GROSS ACRE. DENSITY RANGE: 326 - 652 UNITS

**NEIGHBORHOOD DISTRICT = 20.50 ACRES**  
 LOW DENSITY MIXED USE DEVELOPMENT THAT EMPHASIZES RESIDENTIAL (SINGLE AND MULTI-FAMILY) USES, BUT MAY ALSO INCLUDE OFFICE, COMMERCIAL, PUBLIC/SEMI-PUBLIC, AND RECREATION/OPEN SPACE USES. NEIGHBORHOOD DISTRICT RESIDENTIAL DENSITIES ARE ANTICIPATED TO RANGE BETWEEN 4 AND 8 UNITS PER GROSS ACRE. DENSITY RANGE: 82 - 164 UNITS

**TOTAL DENSITY: 408 - 816 UNITS**

**NON-RESIDENTIAL DEVELOPMENT AREA RANGE = 217,000 SQ.FT. - 1,350,500 SQ.FT. (APPROX. 5 - 30 ACRES)**

**PUBLIC RIGHT-OF-WAY AREA = 3.66 ACRES**

**MAHOGANRY RIDGE PC-PLAN  
 ZONE and PLAN  
 MARCH 2021**



**Residential Bulk & Intensity Requirements**

	<b>Village District</b>				<b>Neighborhood District</b>
	<b>Cluster</b>	<b>Front Load</b>	<b>Rear Load</b>	<b>Town-homes</b>	
<b>Min. Lot Area</b>	NA	3,500 sqft	3,500 sqft	As shown on plat	4,500 sqft
<b>Minimum Lot Width (Measured at Setback)</b>	NA	35'	35'	NA	45'
<b>Min. Front Yard Setback</b>	12' to any public ROW, 5' to adjacent homes, 10' to adjacent shared driveways or private ROWs	22'	10'	10' or 22' on Rear-Load**  22' on Front Load	22' (20' on cul-de-sacs)
<b>Minimum Side Yard Setback (Interior Lots)</b>	3' on one side & 7' on one side	3' on one side & 7' on one side	3' on one side & 7' on one side	10' (must comply with fire code)	5' on one side & 7' on one side
<b>Minimum Side Yard Setback (Corner Lots)</b>	15'	15'	15'	15'	15'
<b>Minimum Rear Yard Setback (Interior Lots)</b>	12' to any public ROW, 5' to adjacent homes, 10' to adjacent shared driveways or private ROWs	10'	5' or 22'	5' or 22'	15'
<b>Minimum Rear Yard Setback (Corner Lots)</b>	12' to any public ROW, 5' to adjacent homes, 10' to adjacent shared driveways or private ROWs	10'	5' or 22'	5' or 22'	15'
<b>Maximum Building Height</b>	45'	45'	45'	45'	35'

\*Irregular shaped lots located along the circular portion of a cul-de-sac or a knuckle portion of a street may be reduced to a minimum of thirty five (35') of frontage at the right of way line of a public street.

\*\*In the event that the rear-load townhome has a 22' rear setback, the front setback shall be 10' instead of 22'.

EXHIBIT E

MAGNA CITY, UTAH  
RESOLUTION NO.: 2024-05-02

**A RESOLUTION OF MAGNA CITY COUNCIL AUTHORIZING THE MAYOR  
TO ENTER INTO THE SECOND AMENDMENT TO MAHOGANY RIDGE  
DEVELOPMENT AGREEMENT**

**WHEREAS**, Magna City is a city pursuant to Utah Code §§ 10-1-201.5 *et seq*; and

**WHEREAS**, Magna is governed by a five-member elected Council, which Council elects from its members a Mayor, and

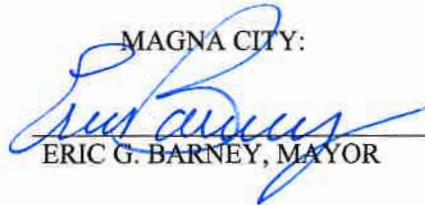
**WHEREAS**, the Magna City Council finds it's in the best interest of the citizens of Magna City to enter into the Second Amendment to the Mahogany Ridge Development Agreement between Magna City and Ivory Development, LLC,

**NOW THEREFORE IT IS RESOLVED**, by the Magna City Council, Magna, Utah:

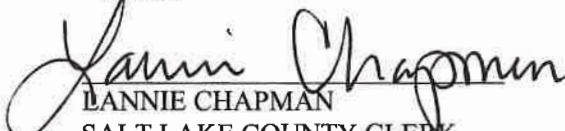
**Section 1.** The Magna City Council hereby authorizes the Mayor to enter into the Second Amendment to Mahogany Ridge Development Agreement between Magna City and Ivory Development, LLC as set forth in Attachment A.

**APPROVED AND ADOPTED** by the Magna City Council, in Magna, Salt Lake County, Utah this 28<sup>th</sup> day of May 2024.

MAGNA CITY:

  
ERIC G. BARNEY, MAYOR

ATTEST

  
LANNIE CHAPMAN  
SALT LAKE COUNTY CLERK  
CLERK/RECORDER

APPROVED AS TO FORM:

  
PAUL H. ASHTON  
ATTORNEY

VOTING BY COUNCIL:

MAYOR BARNEY Aye  
COUNCIL MEMBER HULL Aye  
COUNCIL MEMBER SUDBURY NAY  
COUNCIL MEMBER PROKOPIS Aye  
COUNCIL MEMBER PIERCE Aye

**--SECOND AMENDMENT TO MAHOGANY RIDGE DEVELOPMENT AGREEMENT**

This Second Amendment to Mahogany Ridge Development Agreement (“**Amendment**”) is entered into this \_\_\_\_ day of \_\_\_\_\_, 2024 (“**Effective Date**”), by and between the Magna City (“**Magna**”) a Utah political subdivision, and the Developer, Ivory Development, LLC (“**Developer**”), a Utah limited liability company.

**RECITALS**

**WHEREAS:** Magna enters into this Agreement pursuant to the powers granted by Utah Code Annotated § 10-9a-102(2), as amended.

**WHEREAS:** the parties entered into that certain Mahogany Ridge Development Agreement effective October 5, 2021 (the “**Development Agreement**”) under the Vested Laws as defined therein; and

**WHEREAS:** pursuant to Section 6.6 of the Development Agreement, the parties seek to amend the Development Agreement subject to the Vested Laws as defined therein except as expressly modified in this Amendment;

**AMENDMENT**

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, THE PARTIES AGREE AS FOLLOWS:

Section 6.21 is hereby added as follows:

**6.21 Commercial Uses.** Commercial uses that front arterial or collector streets may orient the buildings towards the residential lots, away from the street, to minimize impacts to residents. Pump islands may be oriented towards the street.

Section 6.22 is hereby added as follows:

**6.22 Driveways.** The minimum spacing between driveways shall be 5 feet for single family homes and no minimum for multifamily homes.

Section 6.23 is hereby added as follows:

**6.23 Site Plan.** Sheet number O-4 (Conceptual Site Plan) of Exhibit B is deleted and replaced with sheet number O-4 attached hereto. Sheet O-4 includes an updated cross section for Cordero Drive with an asphalt width of 35 feet and a 10-foot asphalt trail on the west side of the road. It identifies that the intersection of Cordero Drive and 8400 West will be signalized, pending UDOT review and approval. It identifies 10-foot-wide paved trails to be constructed along 4100 South and 8400 West with the development. It identifies the corner of 4100 South and 8400 West to be preserved for a Magna City monument sign to be designed and

## EXHIBIT E

funded by Magna City.

Section 6.24 is hereby added as follows:

**6.24 Approval.** Phases 2 and 3 as identified on Sheet 0-4 of Exhibit B shall be granted preliminary and final approval. Phases 2 and 3 will be reviewed at staff level only with an expedited review process.

EXHIBIT E

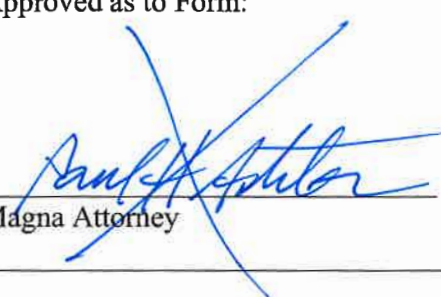
IN WITNESS WHEREOF, the parties have executed this Amendment as of the day and year first above written:

MAGNA  
A Utah political subdivision

\_\_\_\_\_  
MAYOR

Attest:

\_\_\_\_\_  
Magna Clerk/Recorder

Approved as to Form:  
  
\_\_\_\_\_  
Magna Attorney

State of Utah            )  
  ) ss.  
County of Salt Lake    )

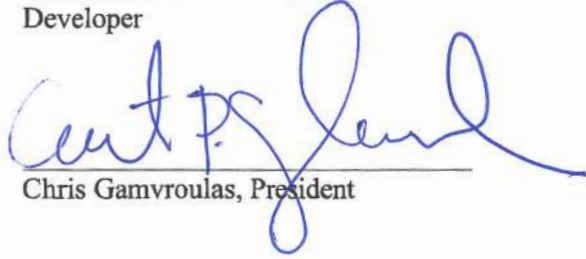
On this \_\_\_\_\_ day of \_\_\_\_\_, 2024, appeared before me \_\_\_\_\_, personally known to me or identified on the basis of satisfactory evidence to be the Mayor of Magna, who acknowledged to me that he executed the foregoing instrument on behalf of Magna.

Witness my hand and official seal:

\_\_\_\_\_  
Notary Public

EXHIBIT E

IVORY DEVELOPMENT, LLC  
Developer

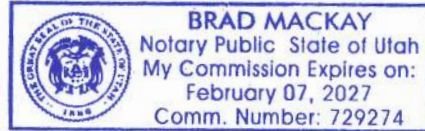
  
Chris Gamvroulas, President

State of Utah )  
 ) ss.  
County of Salt Lake )

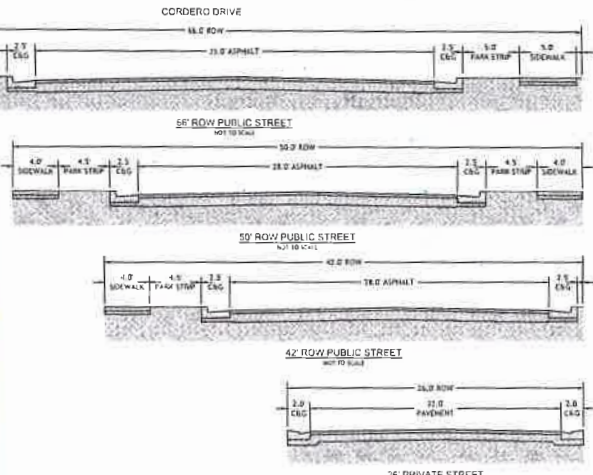
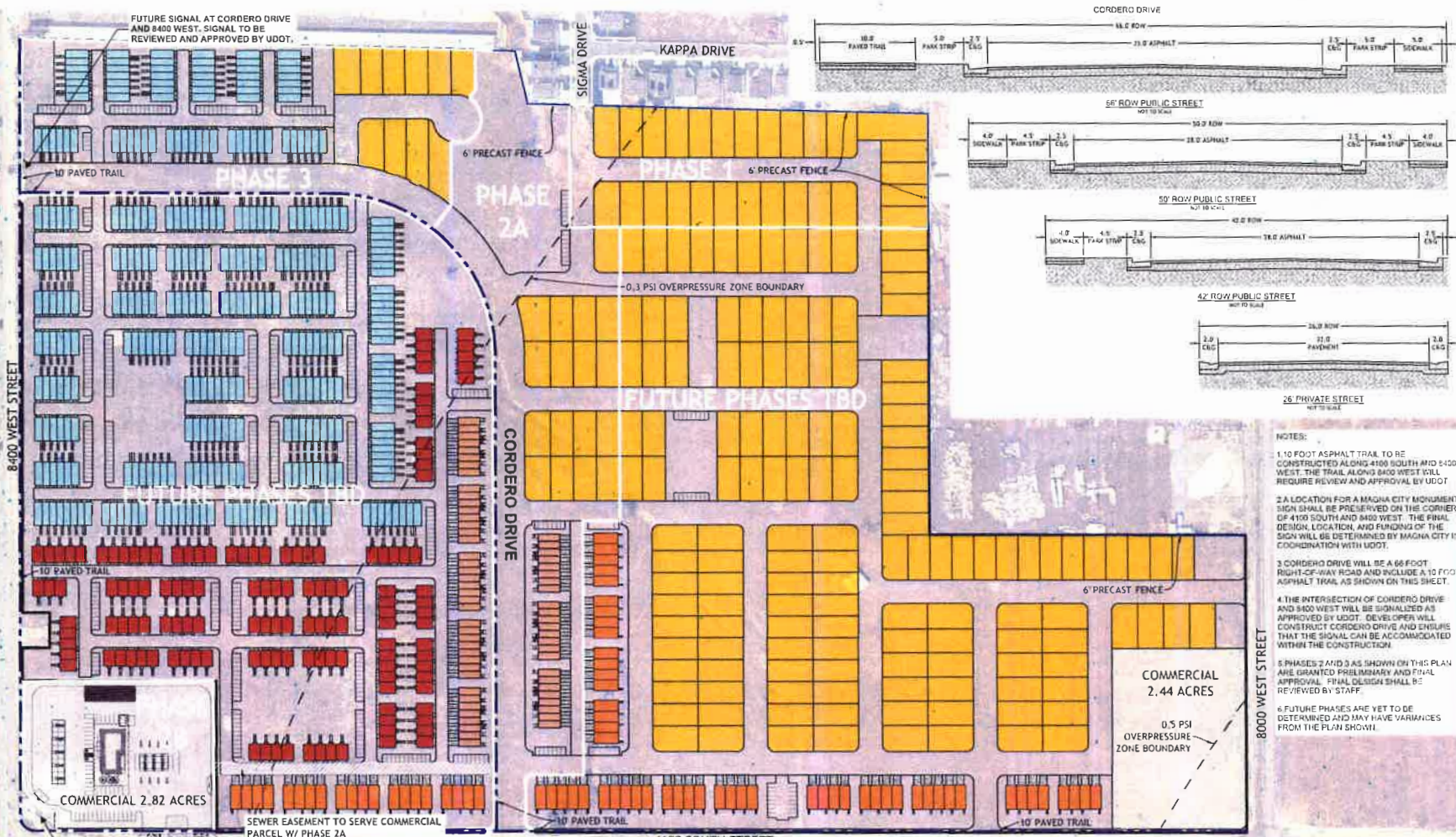
On this 28<sup>th</sup> day of October, 2024, appeared before me Chris Gamvroulas, personally known to me or identified on the basis of satisfactory evidence to be the President of Ivory Development LLC, who acknowledged to me that he executed the foregoing instrument on behalf of Ivory Development LLC.

Witness my hand and official seal:

  
Notary Public



# EXHIBIT E



- NOTES:**
1. 10 FOOT ASPHALT TRAIL TO BE CONSTRUCTED ALONG 4100 SOUTH AND 8400 WEST. THE TRAIL ALONG 8400 WEST WILL REQUIRE REVIEW AND APPROVAL BY UDOT.
  2. A LOCATION FOR A MAGNA CITY MONUMENT SIGN SHALL BE PRESERVED ON THE CORNER OF 4100 SOUTH AND 8400 WEST. THE FINAL DESIGN, LOCATION, AND FUNDING OF THE SIGN WILL BE DETERMINED BY MAGNA CITY IN COORDINATION WITH UDOT.
  3. CORDERO DRIVE WILL BE A 66 FOOT RIGHT-OF-WAY ROAD AND INCLUDE A 10 FOOT ASPHALT TRAIL AS SHOWN ON THIS SHEET.
  4. THE INTERSECTION OF CORDERO DRIVE AND 8400 WEST WILL BE SIGNALIZED AS APPROVED BY UDOT. DEVELOPER WILL CONSTRUCT CORDERO DRIVE AND ENSURE THAT THE SIGNAL CAN BE ACCOMMODATED WITHIN THE CONSTRUCTION.
  5. PHASES 2 AND 3 AS SHOWN ON THIS PLAN ARE GRANTED PRELIMINARY AND FINAL APPROVAL. FINAL DESIGN SHALL BE REVIEWED BY STAFF.
  6. FUTURE PHASES ARE YET TO BE DETERMINED AND MAY HAVE VARIANCES FROM THE PLAN SHOWN.

**EDM Partners**  
 2815 East 3100 South, Suite Lake City, UT 84019  
 (801) 361-4676 www.edmpartners.com

SCALE: 1" = 100'

DEVELOPER:  
 Ivory Development  
 978 East Woodstock Lane  
 Salt Lake City, UT 84111  
 801-747-7000

**IVORY HOMES**  
 Utah's Number One Homebuilder

NOTE:

DISCLAIMER:  
 ANY REVISIONS ONLY. PLAN MAY BE ALTERED OR CHANGED AT ANY TIME. IT IS PLANNED MERELY AS A CONFORMANCE TO AND NOT A GUARANTEE OF THE LAND INDICATED HEREON WITH REFERENCE TO STREETS AND OTHER LAND. NO LIABILITY IS ASSUMED BY REASON OF ANY REVISION HEREON.

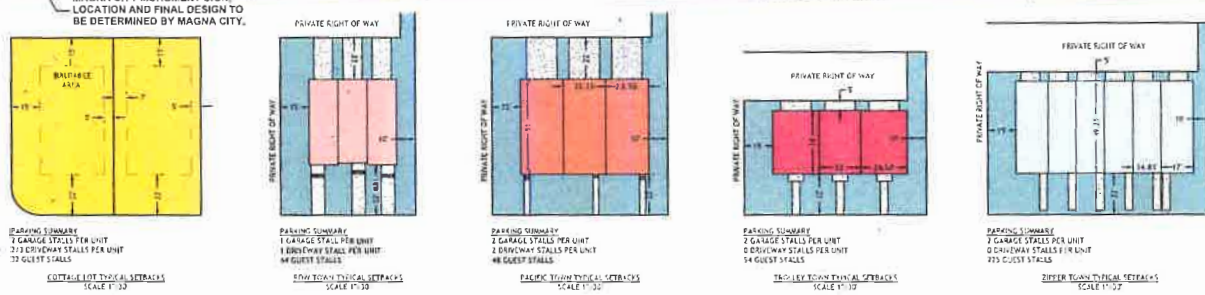
**Mahogany Ridge**

Conceptual Site Plan

PROJECT:	EDM PARTNERS	NSM
DESIGNED BY:	EDM PARTNERS	OSM
REVIEWED BY:	EDM PARTNERS	OSM
DATE:		REMARKS:

DATE: May 17, 2024

SHEET NUMBER: **0-4**



**PROJECT STATISTICS**

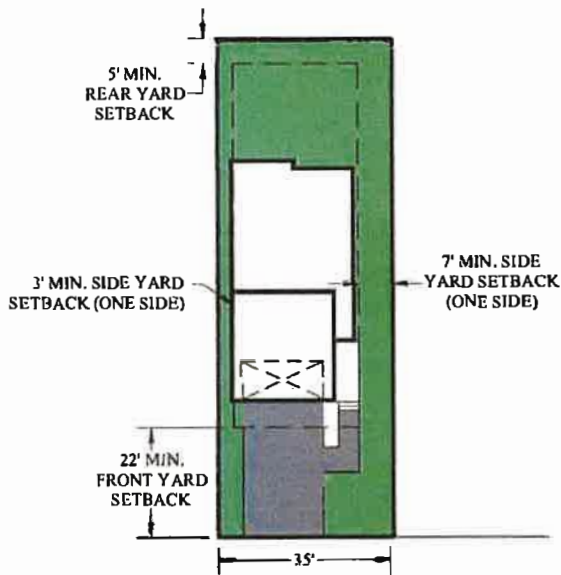
COTTAGE LOT	192
TROLLEY TOWN LOT	136
ZIPPER TOWN LOT	348
PACIFIC TOWN LOT	76
ROW TOWN LOT	64
TOTAL UNITS	816
COMMERCIAL LOTS	5,26 AC
OPEN SPACE	6,72 AC

## Village District

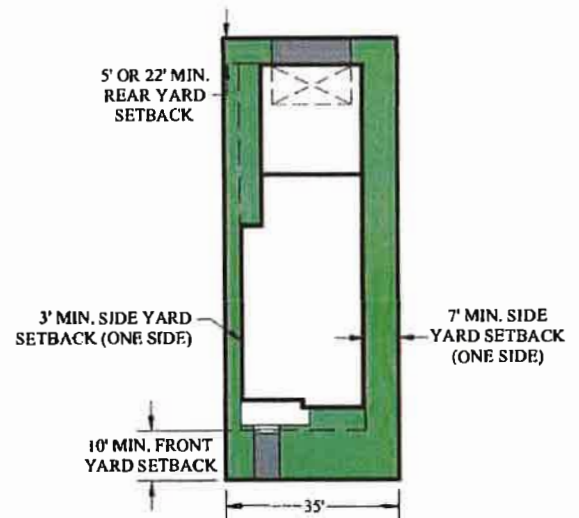
Homes in the Village District will include a variety of housing types including, but not limited to, single family, cluster homes with shared driveways, and townhomes.

The homes within the Village District may be attached or detached, and will have two-car garages that can be accessed from the front or rear of the home. The images below generally illustrate the architectural character of homes within the Village District designation. Homes closer than five feet (5') to the property line require a firewall per International Building Code (IBC).

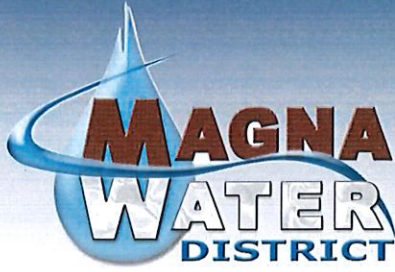
**Front-Load Cottage**



**Rear-Load Cottage**



Rear-yard setbacks on rear-load cottages & townhomes shall be either 5' or 22'. In the event that the rear-load townhome has a 22' rear setback, the front setback shall be 10' instead of 22'. All rear-load towns & cluster homes shall have garage access from private lanes only.



BOARD OF TRUSTEES  
Mick Sudbury, Chairman  
Jeff White  
Dan L. Stewart

GENERAL MANAGER  
Clint Dilley, P.E.

February 12, 2024

Salt Lake County Health Department  
788 E Woodoak Lane  
Murray, Utah 84107  
healthwater@slco.org

Re: Mahogany Ridge All Phases  
4100 S. 8400 W.  
Magna, UT 84044  
816 Residential Units & Two Commercial Pads

Ross Dinsdale, P.E.  
[rossd@ivorydevelopment.com](mailto:rossd@ivorydevelopment.com)  
801-319-1645

Jessica Antezano,

This letter is to certify that based on the plans for the above reference project, Magna Water District, is able to furnish culinary water and sewer service to this project. Any revisions to said plans subsequent to this certification which affect water or sewer service in any way will invalidate this certification. In order to allow for timely progression of this project, the District requests that any such changes in the plans be promptly provided to the District by the developer so that re-certification may be made.

The District will be able to furnish at a minimum of 20 pounds pressure, culinary water which has been approved by the State Board of Health, if the developer and customer meet all of the rules, regulations and fees of the District. All water and sewer service lines and provisions of said services are subject to and governed by the current rules, regulations, and resolutions of the District.

For any additional information, please contact Clint Dilley at (801) 250-2118.

Sincerely,

Magna Water District

Clint Dilley, P.E.  
General Manager  
CND/lha



# Conditional Use Staff Report

**Meeting Body:** Magna Planning Commission

**Meeting Date:** March 12, 2026

**File Number & Project Type:**  
CEZ2025-1149 – Potential Revocation or Suspension of a Conditional Use Permit

**Address:** 8840 West Magna Main Street

**On Behalf of Magna City:**

Clayton H. Preece and Ethan M. Smith of Smith Hartvigsen, PLLC

**Property Owner:**

Special Trust 02/03/2017

Donnie R. Sweazy, Trustee

**Staff Recommendation:**

Staff Recommend that the Planning Commission revoke the CUP due to continued violations of its terms

**Attachments:**

A. Notice of Intent to Seek Revocation

Exhibit 1. The Conditional Use Permit issued on March 31, 2010

Exhibit 2. Settlement Agreement between Magna and the property owner

Exhibit 3. Photographs of the April 2, 2025 compliance inspection

Exhibit 4. Photographs of the January 2026 drone inspection

Exhibit 5. Photographs of the February 2026 compliance inspections

## PROJECT DESCRIPTION

The property at 8840 West Magna Main Street has a conditional use permit that allows auto repair, oil and lube shop, tire sales, and used car lot. This permit is subject to conditions. Magna City has inspected the property for compliance with these conditions on multiple occasions and found evidence that violations of the conditions exist. The owner of the property, Special Trust 02/03/2017 Sweazy, Donnie, has been notified of a hearing to be held before the Magna Planning Commission to determine if there have been violations of the conditional use permit and to hear arguments on whether the conditional use permit should be suspended or revoked.

## SITE MAP

Property located at the corner of 8850 West Magna Main Street.



## PURPOSE OF THE HEARING

In accordance with Magna Municipal Code 19.16.040. F, the Planning Commission will hold a public hearing to determine if there has been a failure to comply with the terms and conditions of the Conditional Use Permit issued on March 31, 2010 (the “**CUP**”), attached as **Exhibit 1**, or for any violation of this title occurring on the site for which the CUP was approved. Magna, by and through legal counsel, will present witnesses, documents, and other evidence, and state why the CUP should be suspended or revoked. The applicant may present any relevant evidence and will be given full opportunity to cross-examine all witnesses testifying against him. Following the presentation of evidence, the Planning Commission may suspend, revoke, or take other action relating to the CUP.

## HISTORICAL BACKGROUND

On March 31, 2010, Salt Lake County approved the CUP for the Property, with a number of terms and conditions outlining the number of cars that could be parked or stored on the Property, where cars could be located on the Property, fencing requirements, and other limitations. See Ex. 1.

On December 3, 2020, after inspecting the Property and finding it in violation of the CUP and other applicable municipal code provisions, Magna code enforcement officials sent the Sweazeys a Notice of Violation (the “**Notice of Violation**”). The Notice of Violation detailed that the Property was out of compliance, as there were more than the maximum allowed vehicles and open storage of tires, car parts, and other items.

Specifically, the Notice of Violation identified the following violations:

1. The CUP allows the storage of a maximum of 7 vehicles on the South Side of the building. More vehicles than allowed are being stored at this location.
2. The CUP allows the storage of a maximum of 12 vehicles on the West Side of the building. More vehicles than allowed are being stored at this location.
3. Open storage of tires, car parts, and other items visible from the street and/or above the fence line in violation of the CUP.
4. Storage of vehicles on the Property in excess of the number allowed by the CUP.
5. Vehicles stored on the public street in violation of the CUP.

The Notice of Violation provided the Sweazeys until January 26, 2021 to abate the violations listed above.

On December 14, 2021, Magna and the Sweazeys entered into a settlement agreement (“**Settlement Agreement**”) granting the Sweazeys additional time to bring the Property, and other related Sweazey properties, into compliance. A copy of the Settlement Agreement is attached as **Exhibit 2**. Specifically, the Settlement Agreement created a framework for the Sweazeys to bring the Property other related Sweazey properties, giving the Sweazeys three additional months to bring the Property into compliance. See Ex. 2. Further, under the terms of the Settlement Agreement, the civil fines continued to accrue in the amount of \$200.00 per day but were held in abeyance. See Ex. 2 at ¶¶ 6-7. As part of the Settlement Agreement, Magna waived

as grounds for suspension or revocation all violations which occurred prior to September 16, 2022. Accordingly, the grounds which will be presented at the hearing are limited to events after September 16, 2022.

## **GROUND FORS SUSPENSION OR REVOCATION**

On April 2, 2025, the City conducted another inspection of the Property to assess ongoing compliance with the Conditional Use Permit. During this inspection, staff again observed that the number of vehicles stored on the Property exceeded the maximum quantities permitted under the CUP, reflecting continued noncompliance with the Conditional Use Permit. (Photographs of the April 2, 2025 inspection are attached as Exhibit 3.)

In January 2026, the City conducted an inspection of the Property using a drone to evaluate ongoing compliance with the Conditional Use Permit. The drone imagery shows that the number of vehicles stored on the Property again exceeded the maximum quantities permitted under the CUP, demonstrating continued noncompliance with applicable land-use requirements. (Photographs from the January 2026 drone inspection are attached as Exhibit 4.)

In February 2026, the Property was inspected on multiple occasions by City staff to evaluate ongoing compliance with the Conditional Use Permit. During each of these inspections, staff observed that the number of vehicles stored on the Property continued to exceed the maximum amounts permitted under the CUP, reflecting sustained noncompliance with applicable land-use requirements. (Photographs from the February 2026 inspections are attached as Exhibit 5.)

## **STANDARD OF REVIEW**

Pursuant to Magna City Code Section 19.84.100:

A conditional use permit may be revoked by the planning commission upon a finding of failure to comply with the terms and conditions of the original permit or for any violation of this title occurring on the site for which the permit was approved. Prior to taking action concerning revocation of a conditional use permit, a hearing shall be held by the planning commission. Notice of the hearing and the grounds for consideration of revocation shall be mailed to the permittee at least ten days prior to the hearing.

Additionally, the Magna Planning Commission's decision to revoke a conditional use permit is an "administrative land use decision." See Utah Code Ann. Section 10-9a-507(3).

## **NOTICE OF INTENT TO SEEK REVOCATION**

On February 25<sup>th</sup>, 2026 Clayton H. Preece and Ethan M. Smith of Smith Hartvigsen, PLLC sent the property owner, Donnie Sweazy (Trustee of the Special Trust 02/03/207) a notice of a hearing scheduled before the Magna Planning Commission regarding the conditional use permit on the property at 8952 W Magna Main Street. This notice is attached to this staff report as Attachment A. The notice letter includes 6 exhibits, including:

Exhibit 1. The Conditional Use Permit issued on March 31, 2010

Exhibit 2. Settlement Agreement between Magna and the property owner

Exhibit 3. Photographs of the April 2, 2025 compliance inspection

Exhibit 4. Photographs of the January 2026 drone inspection

Exhibit 5. Photographs of the February 2026 compliance inspections

### **FINDINGS AND RECOMMENDATION:**

Staff find that:

1. Notwithstanding prior opportunities to achieve compliance, successive inspections have documented recurring violations of the CUP relating to the number of vehicles stored on the Property.
2. Specifically, inspections conducted on May 3, 2021, August 29, 2024, April 2, 2025, January 2026, and on multiple occasions in February 2026, each observed vehicle counts in excess of the maximum quantities authorized by the CUP.
3. These repeated findings of noncompliance over an extended period demonstrate a persistent failure to adhere to the conditions of approval.

Based on the findings, it appears the permittees are either unable or unwilling to bring the Property into sustained compliance, and the City will request that the Planning Commission revoke the CUP due to continued violations of its terms.



Clayton H. Preece  
cpreece@SHutah.law

Ethan M. Smith  
esmith@SHutah.law

February 25, 2026

Special Trust 02/03/2017  
Sweazey, Donnie R. Trustee  
8840 West Magna Main Street  
Magna, UT 84044  
(Via Certified Mail No. 9589071052700168782319)

Donnie Sweazey  
8840 West Magna Main Street  
Magna, Utah 84044  
(Via Certified Mail No. 9589071052700168782333)

Mr. Sweazey,

Magna City has retained Smith Hartvigsen, PLLC to represent it regarding land use issues. As detailed in this Notice, Magna City has scheduled a public hearing on **Thursday, March 12, 2026** to determine if there have been violations of the conditional use permit issued relating to 8840 West Magna Main Street, Magna, Utah, 84044 (the “**Property**”) and to hear arguments on whether the conditional use permit should be suspended or revoked.

Pursuant to Magna Code Section 19.84.100, you are hereby notified that there is a hearing scheduled before the Magna Planning Commission regarding the conditional use permit for the Property, more particularly described as Salt Lake County Parcel 14-19-479-022-0000 (the “**Property**”). This hearing will be held on the **Thursday, March 12, 2026** at the hour of 6:30 p.m. at the Webster Center, 8952 W. Magna Main Street, Magna, UT 84044.

### **I. PURPOSE OF HEARING**

In accordance with Magna Municipal Code 19.16.040. F, the Planning Commission will hold a public hearing to determine if there has been a failure to comply with the terms and conditions of the Conditional Use Permit issued on March 31, 2010 (the “**CUP**”), attached as **Exhibit 1**, or for any violation of this title occurring on the site for which the CUP was approved. Magna, by and through legal counsel, will present witnesses, documents, and other evidence, and state why the CUP should be suspended or revoked. You may be, but need not be, represented by legal counsel. If you are represented by legal counsel, please have your attorney contact us and all further communications will be sent through your attorney. You may present any relevant evidence

257 EAST 200 SOUTH SUITE 500 SALT LAKE CITY, UTAH 84111  
TELEPHONE 801-413-1600 TOLL FREE 877-825-2064 FACSIMILE 801-413-1620  
WWW.SMITHHARTVIGSEN.COM

LAND WATER LIFE

and will be given full opportunity to cross-examine all witnesses testifying against you. You may request the issuance of subpoenas to compel the attendance of witnesses and the production of books, documents or other things by filing an affidavit therefor with the Magna Planning Commission, care of our office. Following the presentation of evidence, the Planning Commission may suspend, revoke, or take other action relating to the CUP. Failure to appear at the hearing may result in the suspension or revocation of the CUP. If you need an interpreter, please contact the Planning Commission Services Department at 801-214-8023.

## II. HISTORICAL BACKGROUND

On March 31, 2010, Salt Lake County approved the CUP for the Property, with a number of terms and conditions outlining the number of cars that could be parked or stored on the Property, where cars could be located on the Property, fencing requirements, and other limitations. *See Ex. 1.*

On December 3, 2020, after inspecting the Property and finding it in violation of the CUP and other applicable municipal code provisions, Magna code enforcement officials sent the Sweazeys a Notice of Violation (the “**Notice of Violation**”). The Notice of Violation detailed that the Property was out of compliance, as there were more than the maximum allowed vehicles and open storage of tires, car parts, and other items.

Specifically, the Notice of Violation identified the following violations:

1. The CUP allows the storage of a maximum of 7 vehicles on the South Side of the building. More vehicles than allowed are being stored at this location.
2. The CUP allows the storage of a maximum of 12 vehicles on the West Side of the building. More vehicles than allowed are being stored at this location.
3. Open storage of tires, car parts, and other items visible from the street and/or above the fence line in violation of the CUP.
4. Storage of vehicles on the Property in excess of the number allowed by the CUP.
5. Vehicles stored on the public street in violation of the CUP.

The Notice of Violation provided the Sweazeys until January 26, 2021 to abate the violations listed above.

On December 14, 2021, Magna and the Sweazeys entered into a settlement agreement (“**Settlement Agreement**”) granting the Sweazeys additional time to bring the Property, and other related Sweazey properties, into compliance. A copy of the Settlement Agreement is attached as **Exhibit 2**. Specifically, the Settlement Agreement created a framework for the Sweazeys to bring the Property other related Sweazey properties, giving the Sweazeys three additional months to bring the Property into compliance. *See Ex. 2.* Further, under the terms of the Settlement Agreement, the civil fines continued to accrue in the amount of \$200.00 per day but were held in abeyance. *See Ex. 2 at ¶¶ 6-7.* As part of the Settlement Agreement, Magna waived as grounds for

suspension or revocation all violations which occurred prior to September 16, 2022. Accordingly, the grounds which will be presented at the hearing are limited to events after September 16, 2022.

### **GROUNDNS FOR SUSPENSION OR REVOCATION**

On April 2, 2025, the City conducted another inspection of the Property to assess ongoing compliance with the Conditional Use Permit. During this inspection, staff again observed that the number of vehicles stored on the Property exceeded the maximum quantities permitted under the CUP, reflecting continued noncompliance with the Conditional Use Permit. (Photographs of the April 2, 2025 inspection are attached as **Exhibit 3**.)

In January 2026, the City conducted an inspection of the Property using a drone to evaluate ongoing compliance with the Conditional Use Permit. The drone imagery shows that the number of vehicles stored on the Property again exceeded the maximum quantities permitted under the CUP, demonstrating continued noncompliance with applicable land-use requirements. (Photographs from the January 2026 drone inspection are attached as **Exhibit 4**.)

In February 2026, the Property was inspected on multiple occasions by City staff to evaluate ongoing compliance with the Conditional Use Permit. During each of these inspections, staff observed that the number of vehicles stored on the Property continued to exceed the maximum amounts permitted under the CUP, reflecting sustained noncompliance with applicable land-use requirements. (Photographs from the February 2026 inspections are attached as **Exhibit 5**.)

### **III. Standard of Review**

Pursuant to Magna City Code Section 19.84.100:

A conditional use permit may be revoked by the planning commission upon a finding of failure to comply with the terms and conditions of the original permit or for any violation of this title occurring on the site for which the permit was approved. Prior to taking action concerning revocation of a conditional use permit, a hearing shall be held by the planning commission. Notice of the hearing and the grounds for consideration of revocation shall be mailed to the permittee at least ten days prior to the hearing.

Additionally, the Magna Planning Commission's decision to revoke a conditional use permit is an "administrative land use decision." *See* Utah Code Ann. Section 10-9a-507(3).

### **IV. Notice of Intent to Seek Revocation**

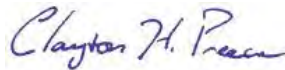
Notwithstanding prior opportunities to achieve compliance, successive inspections have documented recurring violations of the CUP relating to the number of vehicles stored on the Property. Specifically, inspections conducted on May 3, 2021, August 29, 2024, April 2, 2025, January 2026, and on multiple occasions in February 2026, each observed vehicle counts in excess of the maximum quantities authorized by the CUP. These repeated findings of noncompliance over an extended period demonstrate a persistent failure to adhere to the conditions of approval. Based

on the foregoing, it appears the permittees are either unable or unwilling to bring the Property into sustained compliance, and the City will request that the Planning Commission revoke the CUP due to continued violations of its terms.

If you are represented by legal counsel, please have your attorney contact us and all further communications will be sent through your attorney.

Regards,

**SMITH HARTVIGSEN, PLLC**

A handwritten signature in blue ink that reads "Clayton H. Preece".

Clayton H. Preece  
Ethan M. Smith

Enclosures

Cc: Magna City

# **EXHIBIT 1**



**PETER M. CORROON**  
Salt Lake County Mayor

**Linda Hamilton**  
Public Works Department  
Director

**PLANNING &  
DEVELOPMENT  
SERVICES**

**Rolen Yoshinaga**  
Planning & Development  
Division Director

Salt Lake County  
Government Center  
2001 South State Street  
Suite N-3600  
Salt Lake City, UT 84190-4050

801 / 468-2000  
801 / 468-2169 fax

March 31, 2010

To Whom It May Concern:

RE: Amendment of Conditions of Approval  
and of the Approved Site Plan

File #: 25340

Property Location: 8840 W 2700 S Magna

Parcel Number: 14-19-479-022-0000

Zone: C-3

Approved Uses:

Used Car Lot -	approved April 22, 1980
Auto Repair -	approved December 18, 1990
Oil & Lube Shop-	approved June 3, 2002
Tire Sales	approved March 25, 2010

allowed as an accessory use related to the auto repair shop

**THIS LETTER AND THE ATTACHED APPROVED SITE PLAN  
CONSTITUTE YOUR CONDITIONAL USE PERMIT.**

Approval is subject to compliance with all of the following:

1. No overnight storage of vehicles except in the north storage yard area. (see # 4 and # 5 below)

No vehicles larger than passenger vehicles (cars or 1 ton trucks) may be stored in the north storage area.

The north storage area must be fully enclosed with a 6' high (minimum) solid visual barrier fence. Chainlink with slats is acceptable provided the slats are properly maintained.

If tires are to be stored in the north yard area the following parameters must be met:

The tires (or other combustible materials) must be located a minimum of 3 feet from the property / fence line and may not be stacked higher than 6 feet. [IFC 315.3, exceptions]

Anything stored in the north yard area must not be visible above the fence.

2. Landscape areas must be created as illustrated on the approved site plan. These areas can be filled with decorative gravel and boulders in lieu of live plant materials. The gravel must be contained with curbing of some sort (landscape timbers are acceptable provided they are firmly attached to the ground. These areas must be permanently maintained in a weed free condition. No storage of any kind is allowed in these areas.
3. If live plant materials are used in the landscape areas a sprinkling system is required.
4. Six (6) parking spaces are provided for daytime parking of vehicles other than those being displayed "for sale." These vehicles must be licensed operable vehicles. Any such vehicle which must be stored for more than 1 day (over night) must be moved to the north storage area or be stored inside the garage. (see #1 above)

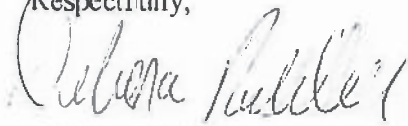
An additional 2 vehicles may be parked along the east fence line provided they are parked parallel to the fence and provided that the fence height is a minimum of 4 feet and is a solid visual barrier fence. (see #6 below).

The "panel truck" which is used to hold old tires which will be hauled off to be properly disposed of may also be stored along the east fence line provided the fence height is increased to 6 feet and a 6 foot solid visual barrier fence is also installed on the south side of this storage area so that the truck is screened. Otherwise the truck may be stored in the north storage area.

5. Used Vehicles which are fully operable and ready to be sold may be displayed on the south side of the property (maximum of 7 vehicles) and on the west side of the property (maximum of 12 vehicles) as indicated on the site plan. An additional 5 compact vehicles may be displayed against the north fence. The use of wheel stops is required in order to protect the fence.
6. A solid visual barrier fence is required along the east property line. Chainlink with slats is acceptable provided the slats are properly maintained. The fence height may be reduced to 4 feet high from the front of the shop to the front (south end) of the property. This fence must also be a solid visual barrier fence. Chainlink with slats is acceptable provided the slats are properly maintained.
7. Repair and properly maintain the wood fence to north or replace it with a 6' high (minimum) chain link fence with slats. The slats must be properly maintained.

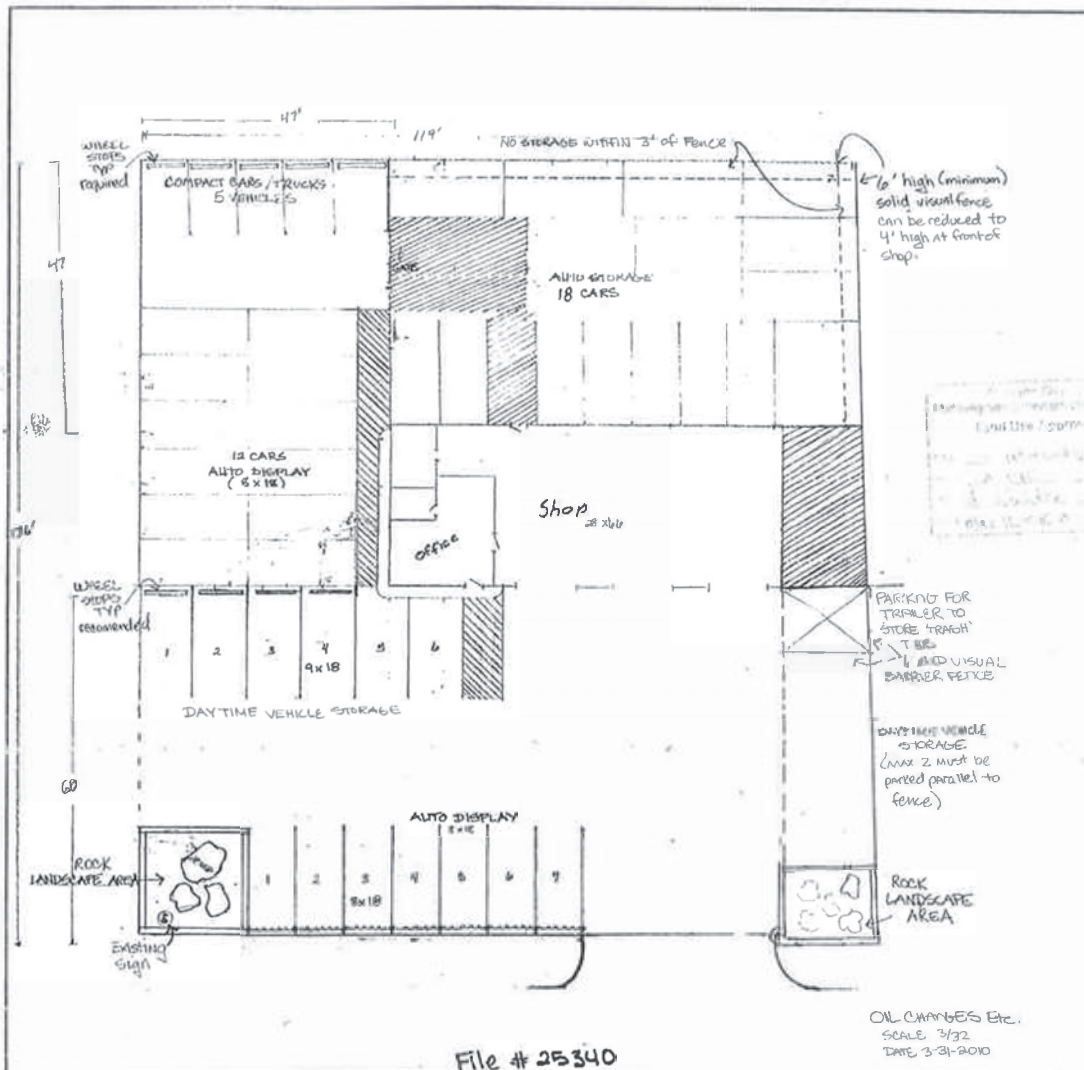
8. Hours of operation for the auto repair is limited to the hours between 7:00 am and 8:00 pm.
9. No storage of vehicles or anything else outside of the north storage area. Vehicles on display "for sale" are not considered stored vehicles however the number of vehicles which can be displayed is limited see # 5 above.
10. No parking or storage of any kind is allowed in the hatched areas illustrated on the site plan.  
  
Exception: storage of the garage "overhead doors" may be stored in the east side yard of the shop.
11. All parking and display areas must be clearly striped and maintained as illustrated on the approved site plan.
12. All uses shall be free from objections because of odor, dust, smoke, noise, vibration or other causes. [19.64.050B]
13. Review upon complaint.

Respectfully,



Debora Riddle  
Senior Planner

pc: Stewart Gray, UFA  
John Hill, Urban Hydrology  
Greg Baptist, Grading Specialist  
Brian Beck, Code Enforcement



March 31, 2010  
33 Wilson St Riverside

RE: Application of Approval  
and of the proposed Site Plan  
File # 2534  
Project: OIL CHANGES Etc.  
Address: 1540 W 200th St  
Riverside, CA 92504  
City: Riverside  
County: Riverside  
City Council District: 10  
City Council Member: [Name]  
City Council Meeting: [Date]

APPROVED BY THE CITY OF RIVERSIDE  
CITY COUNCIL DISTRICT 10 OFFICIAL SEPARATE

1. The subject property is zoned [Zone] and the proposed use is [Use].

2. The proposed use is consistent with the Riverside General Plan and the Riverside City Council Resolution [Number].

3. The proposed use is consistent with the Riverside City Council Resolution [Number].

4. The proposed use is consistent with the Riverside City Council Resolution [Number].

5. The proposed use is consistent with the Riverside City Council Resolution [Number].

6. The proposed use is consistent with the Riverside City Council Resolution [Number].

7. The proposed use is consistent with the Riverside City Council Resolution [Number].

8. The proposed use is consistent with the Riverside City Council Resolution [Number].

9. The proposed use is consistent with the Riverside City Council Resolution [Number].

10. The proposed use is consistent with the Riverside City Council Resolution [Number].

11. The proposed use is consistent with the Riverside City Council Resolution [Number].

12. The proposed use is consistent with the Riverside City Council Resolution [Number].

13. The proposed use is consistent with the Riverside City Council Resolution [Number].

14. The proposed use is consistent with the Riverside City Council Resolution [Number].

15. The proposed use is consistent with the Riverside City Council Resolution [Number].

16. The proposed use is consistent with the Riverside City Council Resolution [Number].

17. The proposed use is consistent with the Riverside City Council Resolution [Number].

18. The proposed use is consistent with the Riverside City Council Resolution [Number].

19. The proposed use is consistent with the Riverside City Council Resolution [Number].

20. The proposed use is consistent with the Riverside City Council Resolution [Number].

21. The proposed use is consistent with the Riverside City Council Resolution [Number].

22. The proposed use is consistent with the Riverside City Council Resolution [Number].

John Kille  
City Planner

City of Riverside  
City Planner

City of Riverside  
City Planner

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City Planner

# **EXHIBIT 2**

## SETTLEMENT AGREEMENT

This Settlement Agreement (the “**Agreement**”) is entered into by the Metro Township of Magna (the “**Municipality**” or “**Magna**”), Donnie Sweazey (“**Mr. Sweazey**”), and Juanada Fern Kartchner (“**Ms. Kartchner**”) (collectively the “**Parties**”) as of the date executed by all parties.

### RECITALS

- A. Mr. Sweazey is affiliated with the following certain real properties:
- a. 8840 W. Main Street, also known as, 2677 South 8850 West, Magna, Utah 84044 (“**Sweazey Shop**”);
    - i. Sweazey Shop:
      1. On March 31, 2010, a Conditional Use Permit was issued for the Sweazey Shop (“**Sweazey Shop CUP**”). (A copy of the Sweazey Shop CUP is attached as **Exhibit A**.)
      2. On June 20, 2011, a Notice of Noncompliance was recorded on the Sweazey Shop.
      3. On September 16, 2013, the Third District Court granted Salt Lake County \$23,600 in accrued civil fines for violations of the Sweazey Shop CUP (Case No. 110917138) (the “**CUP Judgment**”). (A copy of the CUP Judgment is attached as **Exhibit B**.)
      4. On December 3, 2020, a Notice of Violation was issued to the Sweazey Shop.
      5. On March 15, 2021, the Parties signed a Settlement Agreement that allowed Donnie Sweazey until April 26, 2021, to bring the Sweazey Shop into compliance.
      6. On May 3, 2021, an inspection of the Sweazey Shop demonstrated that it was not in compliance.
      7. On June 10, 2021, an inspection of the Sweazey Shop showed that it was further out of compliance, civil fines as of this date were \$30,800 (not including the \$23,600 from Case No. 110917138).

On June 30, 2021, an inspection for potential abatement demonstrated that the Sweazey Shop was in compliance. Code enforcement noted the following additional concerns “there

was a vehicle on the north side of the property, parked on dirt. It needs to be on a paved surface. There was also a pile of wood and branches next to the vehicle, which need to be disposed of. Finally, we are concerned about the large barrels of hazardous waste that are not properly stored according to SWPPP guidelines." Mr. Sweazey contests the allegations relating to hazardous waste.

8. As of August 1, 2021, unpaid fines and judgments in the amount of \$37,400 have accrued against the Sweazey Shop (not including the \$23,600 from Case No. 110917138).

b. 8821 W. 2700, Magna, Utah 84044 & 8815 W. 2700, Magna, Utah 84044 (“**Sweazey Duplex**”);

i. Sweazey Duplex:

1. On February 20, 2008, a Notice of Noncompliance was recorded on 8821 W. 2700, Magna, Utah 84044.
2. On June 22, 2009, a Notice of Noncompliance was recorded on 8821 W. 2700, Magna, Utah 84044.
3. On June 22, 2009, a Notice of Noncompliance was recorded on 8815 W. 2700, Magna, Utah 84044.
4. On March 21, 2019, a Notice of Noncompliance was recorded on 8821 W. 2700, Magna, Utah 84044.
5. On May 5, 2021, an inspection demonstrated that the Sweazey Duplex was in compliance.

c. 9218 W. 3200 S., Magna, Utah 84044 (“**Kartchner Property**”); and

i. Kartchner Property

1. On February 10, 2017, an inspection demonstrated that the Kartchner Property violated Magna Code.
2. On June 19, 2017, a Notice of Noncompliance was recorded on the Kartchner Property.
3. On March 17, 2019, Magna filed a complaint in the Third District Court (Case No. 180902135) due to the violations on the Kartchner Property.
4. On November 9, 2019, Mr. Sweazey, Ms. Kartchner, and Magna signed a settlement agreement, this agreement states that there is an excess of \$36,000 in civil fines on the Kartchner

Property. (A copy of the Kartchner Agreement is attached as **Exhibit C.**)

5. On August 6, 2020, a Notice of Compliance was recorded on the Kartchner Property.
6. On April 26, 2021, an inspection of the Kartchner Property found that it was not in compliance.
7. On June 30, 2021, an inspection for potential abatement demonstrated that the Kartchner property was back in compliance besides the following comment, “[t]echnically the gravel where the boat was parked should be weed free, but that’s not usually something we would make a fuss about. Other than that, the property was in compliance.”

d. 9211 W. 3200 S., Magna, Utah 84044 & 9218 W. 3200, also known as, 3250 South 9200 West S., Magna, Utah, 84044 (“**South Sweazey Properties**”). (The Sweazey Shop, Sweazey Duplex, Kartchner Property, and South Sweazey Properties are collectively referred to as the “**Sweazey Properties.**”)

i. South Sweazey Properties:

1. On May 4, 2010, a Conditional Use Permit was issued to the South Sweazey Properties (“**South Sweazey Properties CUP**”).
2. On March 7, 2011, a Notice of Noncompliance was recorded on the South Sweazey Properties.
3. On July 12, 2021, an inspection of the South Sweazey Properties demonstrated that, "the conditional use permit says that the junk piles cannot exceed 6'. As you can see in the photo, there is one particular pile that it's much taller than 6'. So, if they separated into a few smaller piles, they would be in compliance."

B. Each of the listed properties owned by or affiliated with Mr. Sweazey have been the subject of code enforcement actions during the past twenty (20) years.

C. Various notices of noncompliance have been recorded against certain of the Sweazey Properties.

D. Substantial civil fines and judgments (“**Civil Fines**”) have accrued or been entered against the Sweazey Properties.

E. Magna issued a notice of hearing to hear evidence on revoking or suspending a conditional use permit for the Sweazey Shop. The Parties stayed the hearing to allow the Parties to engage in settlement discussions.

F. Magna has incurred substantial costs due to the recurring violations on the Sweazey Properties.

G. The Parties recognize the benefit of reaching a mutually agreed to global settlement involving all the Sweazey Properties.

## AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises set forth below, the Parties agree as follows:

1. Incorporation of Recitals. The introductory paragraph and all of the foregoing recitals are hereby incorporated into the terms of this Agreement.

2. Timeline of Agreement. Each of the four phases will be associated with individual timelines, as set forth below, to resolve, maintain, or bring each property into compliance. After Phase 4, this Agreement will remain in effect for an abeyance period of two years during (“**Abeyance Period**”) which the Sweazey Properties must remain in compliance with this Agreement and applicable Magna Code.<sup>1</sup>

3. Inspections. At the end of each phase, Magna will inspect all of the Sweazey Properties. The inspection will confirm that (1) the property related to that specific phase has been brought into compliance; (2) that the properties in the prior completed phases remain in compliance; and (3) that the properties in any remaining phase do not have any additional Magna Code violations. If the inspection shows that any of these three conditions are not met, this shall constitute a violation of this Agreement. Legal counsel for Magna and legal counsel for Mr. Sweazey will confer regarding any observed violations and any notices shall be provided to Mr. Sweazey’s legal counsel.

### Phase 1: Kartchner Property (9218 W. 3200 S., Magna, Utah 84044)

4. Compliance with Magna Code. Mr. Sweazey will continue to comply with the requirements of the Kartchner Agreement, including, but not limited to the requirement that no additional vehicles be stored on the Kartchner Property. Additionally, Mr. Sweazey agrees to keep the Kartchner Property in compliance with Magna Code. This includes without limitations, cutting weeds and keeping the Kartchner Property free of debris or junk as required by Magna Code.

5. Timeline for Phase 1. Phase 1 shall be completed by December 16, 2021.

6. Inspection. In accordance with paragraph 3 of this Agreement, the Municipality will conduct an inspection after December 16, 2021.

---

<sup>1</sup> “Magna Code” refers to the Magna Municipal Code codified in 2018 and available online at: <https://magna.municipalcodeonline.com/book?type=ordinances#name=Preface>

7. Notices of Noncompliance. Provided that the Kartchner Property is brought into compliance at the conclusion of Phase 1, Magna will record a notice of compliance vacating all prior notices of non-compliance recorded against the Kartchner Property.

8. Abeysance. Since a two (2) year abeyance period was agreed to and signed all parties involved on November 9, 2019, and a notice of compliance was issued on August 6, 2020, the abeyance term on this property would still be in place to conclude on August 6, 2024.

9. Sweazey "Right of Way" on the Kartchner Property. Mr. Sweazey will be able to utilize the portion of the South Sweazey Property consistent with the South Sweazey Property conditional use permit and applicable ordinances. This portion of the South Sweazey Property has been referred to a "Right of Way" on the Kartchner Property, but in reality, is a portion of the South Sweazey Properties that is fenced in with the Kartchner Property and is thus is governed by the South Sweazey Properties conditional use permit.

**Phase 2: Sweazey Shop (8840 W. Main Street, also known as, 2677 South 8850 West, Magna, Utah 84044)**

10. Compliance with Recent Inspection. Mr. Sweazey will remove the vehicle being stored in the rear of the Sweazey Shop and all other junk or debris from the rear of the Sweazey Shop in the area shown on **Exhibit D** to this Agreement. Sweazey will remove "junk and debris" from the Sweazey Shop. Mr. Sweazey will be allowed to store cut wood on pallets as long as it in compliance with Magna Code.

11. Compliance with Sweazey Shop CUP. Mr. Sweazey also agrees to keep the Sweazey Shop in compliance with the Sweazey Shop CUP, by storing only the permitted number of vehicles on each side of the Sweazey Shop as detailed in the Sweazey Shop CUP and by complying with all other conditions of the Sweazey Shop CUP. No other Phases or issues on other properties shall affect in any way the Sweazey Shop CUP.

12. Compliance with Magna Code. Mr. Sweazey also agrees to keep the Sweazey Shop into compliance with Magna Code.

13. Timeline for Phase 2. Phase 2 shall be completed by January 16, 2022.

14. Inspection. In accordance with paragraph 3 of this Agreement, the Municipality will conduct an inspection after January 16, 2022 for Phase 2.

15. Notices of Noncompliance. Provided that the Sweazey Shop Property is brought into compliance at the conclusion of Phase 2, Magna will record a notice of compliance vacating all prior notices of non-compliance recorded against the Sweazey Shop Property.

**Phase 3: Sweazey Duplex (8821 W. 2700, Magna, Utah 84044 & 8815 W. 2700, Magna, Utah)**

16. Compliance with Applicable Magna Code. While the Parties acknowledge that as of the date of the last inspection, the Sweazey Duplex was in compliance, nevertheless, the property shall be inspected for compliance, Phase 3, by January 16, 2022.

17. Timeline for Phase 3. Phase 3 shall be completed by March 16, 2022.

18. Inspection. In accordance with paragraph 3 of this Agreement, the Municipality will conduct an inspection after March 16, 2022 for Phase 3.

19. Notices of Noncompliance. Provided that the Sweazey Duplex is in compliance at the conclusion of Phase 3, Magna will record a notice of compliance vacating all prior notices of non-compliance recorded against the Sweazey Duplex.

**Phase 4: South Sweazey Properties (9211 W. 3200 S., Magna, Utah 84044 & 9218 W. 3200, also known as, 3250 South 9200 West S., Magna, Utah 84044)**

20. Compliance with Magna Code. While the Parties acknowledge that as of the date of the last inspection, the South Sweazey Properties were in compliance, nevertheless, the South Sweazey Property shall be inspected for compliance, Phase 4, by July 16, 2022. The compliance inspection shall include, but is not limited to the storage of vehicles, removal weeds and trees from the property that are in violation of Magna Code.

21. Timeline for Phase 4. Phase 4 shall be completed by September 16, 2022.

22. Inspection. In accordance with paragraph 3 of this Agreement, the Municipality will conduct an inspection after September 16, 2022.

23. Notices of Noncompliance. Provided that the South Sweazey Properties are in compliance at the conclusion of Phase 4, Magna will record a notice of compliance vacating all prior notices of non-compliance recorded against the South Sweazey Properties.

**Additional Provisions**

24. Stay of the Abatement of Violations. Upon execution of this Agreement, the Municipality will stay abatement action until September 16, 2022, during which time Mr. Sweazey will have the opportunity to bring and keep Sweazey Properties in compliance in phases as set forth in this Agreement. If any of the Sweazey Properties are not in compliance at the end of the phase inspection, Mr. Sweazey shall have 14 days from the date Magna provides written notice to Mr. Sweazey's legal counsel to cure any remaining violations on the property. If the violations are not cured, Mr. Sweazey authorizes Magna to abate the violations at Mr. Sweazey's expense.

25. Correspondence between Parties. The Parties agree that correspondence on inspections and this Agreement will be between the counsel of each party.

26. Payment and Waiver of Civil Fines. Mr. Sweazey agrees to pay \$4,000 total, this amount will be paid to Magna as a onetime payment, in full, on or by September 16, 2022. All

remaining fines will be held in abeyance until September 16, 2024. If Mr. Sweazey fails to fulfill his obligations under the Agreement and maintain the properties in compliance until September 16, 2024, then on the first offence Mr. Sweazey will pay \$500 in civil fines, on the second offence Mr. Sweazey will pay \$1,000 in fines and on the third offence, on the third offense \$1,500, and on the fourth offense all remaining accrued civil fines will become immediately due and Magna may immediately abate the Property. If Mr. Sweazey does not cure the failed obligation that is the subject of violation within 14 days of receiving notice of the violation, it will be considered a subsequent violation. If Mr. Sweazey maintains the Properties in compliance until September 16, 2024, Magna will waive all remaining civil fines and judgments.

27. No Affect in Alienation of Properties. Nothing in this agreement will have any affect or disruption on the Parties ability to sell, alienate, or divest of the properties mentioned. If a property is sold contemplated in this agreement, the rest of the agreement shall remain intact and unaffected.

28. CUP Judgment. The Sweazey Parties agree that they will not assert as defense and waive any claim the CUP Judgment is unenforceable on grounds of any statute of limitations, if Magna files an action to collect on or renew the CUP Judgment prior to December 16, 2024.

29. Conditional Use Permits. The Municipality agrees it will not seek the revocation of either the Sweazey Shop CUP or the South Sweazey Properties CUP based on the violations set forth in the recitals before September 16, 2022, provided that Mr. Sweazey complies with his obligations in each phase and during the Abeyance Period. If Mr. Sweazey has complied with the terms of this Agreement, Magna will waive as grounds for suspension or revocation all violations which occurred prior to September 16, 2022.

30. After Discovered Facts. Each Party acknowledges that such Party may hereafter discover facts different from or in addition to those which it now knows or believes to be true with respect to the Released Claims and each agrees that this Agreement shall be and remain effective in all respects notwithstanding such different or additional facts or the discovery thereof, unless in the event of material misrepresentations.

31. Authority. Each Party, by signing below, warrants that the Party has the authority necessary to enter into the Agreement.

32. Legal Review. By signing below, each Party acknowledges that they have had the opportunity to review this Agreement with independent legal counsel, if they so desired.

33. Notice. Any notice required or permitted to be given to a Party pursuant to the provisions of this Agreement shall be in writing and shall be effective upon the earlier of: (i) personal delivery, or (ii) three (3) business days after deposit in the United States mail by certified mail, postage prepaid, and properly addressed to the Party to be notified at the address set forth below or at such other address as such Party may designate by ten (10) days advance written notice to either Party hereat.

34. Limited Scope - Ms. Kartchner. This Agreement is limited in scope as it pertains to Ms. Kartchner and Ms. Kartchner's involvement, responsibility and obligations under the Agreement is limited to only those provisions which concern the Kartchner Property.

35. No Representations. The Parties acknowledge that, except as expressly stated in this Agreement, no Party (nor any of their agents, employees, attorneys, or representatives) has made any statement or representation to any other Party regarding any fact relied on by any other Party in entering into this Agreement. Each Party specifically acknowledges that such Party has not relied on any statement, representation, or promise of any other Party, or of any of their agents, employees, attorneys, or representatives, in executing this Agreement, except as expressly set forth herein. In addition, each Party acknowledges that such Party is under no duress or undue influence and that each executes this Agreement as an act of such Party's own voluntary will.

36. Binding Agreement. This Agreement shall be binding on and inure to the benefit of the Parties hereto and their heirs, personal representatives, successors, and assigns. By executing this Agreement, however, the Parties do not intend to bestow any benefit on any non-party to this Agreement.

37. Entire Understanding. This Agreement sets forth the entire understanding of the Parties as to the matters set forth herein and cannot be altered or otherwise amended except pursuant to an instrument in writing signed by each of the Parties hereto.

38. Time is of the Essence. The Parties understand and agree that time is of the essence in completing their respective obligations set forth in this Agreement.

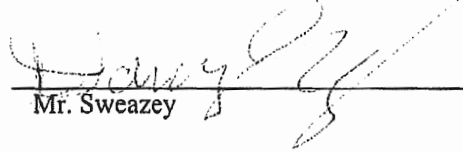
39. Applicable Law and Venue. This Agreement will be construed in accordance with the laws of the State of Utah, and any actions between the Parties arising out of the relationship contemplated by this Agreement will be brought in Salt Lake County, Utah.

40. Costs and Attorneys' Fees. If either Party defaults in the performance of any covenant or condition contained herein, the defaulting Party agrees to pay the costs and expenses, including reasonable attorney's fees, that the non-defaulting Party incurs in enforcing this Agreement through litigation or otherwise.

41. Multiple Counterparts. This Agreement may be executed in any number of counterparts, whether by facsimile, scan and e-mail, or otherwise, and each of which when so executed and delivered, shall be deemed an original; and all such counterparts together shall constitute one and the same instrument.

[Remainder of this page intentionally left blank, signature page(s) follow]

Executed this 27 day of Nov, 2021.

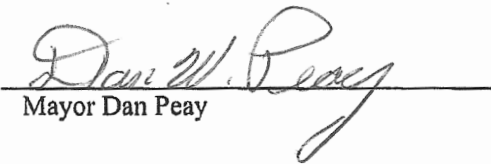
  
Mr. Sweazey


Executed this 13<sup>th</sup> day of December, 2021.

  
Ms. Kartchner

Executed this 14 day of DEC., 2021.

**Magna Metro Township**

  
Mayor Dan Peay

App-  
roval as to form:  
  
Magna City Attorney

# **EXHIBIT 3**

**Apr 2, 2025 at 11:34:10 AM**  
**8840 W Magna Main St**  
**Magna UT 84044**  
**United States**



**Apr 2, 2025 at 11:35:05 AM**  
**2674 S 8850 W**  
**Magna UT 84044**  
**United States**



# **EXHIBIT 4**

S 8850 W

S 8850 W

479-022

14-19

MAGNA CITY

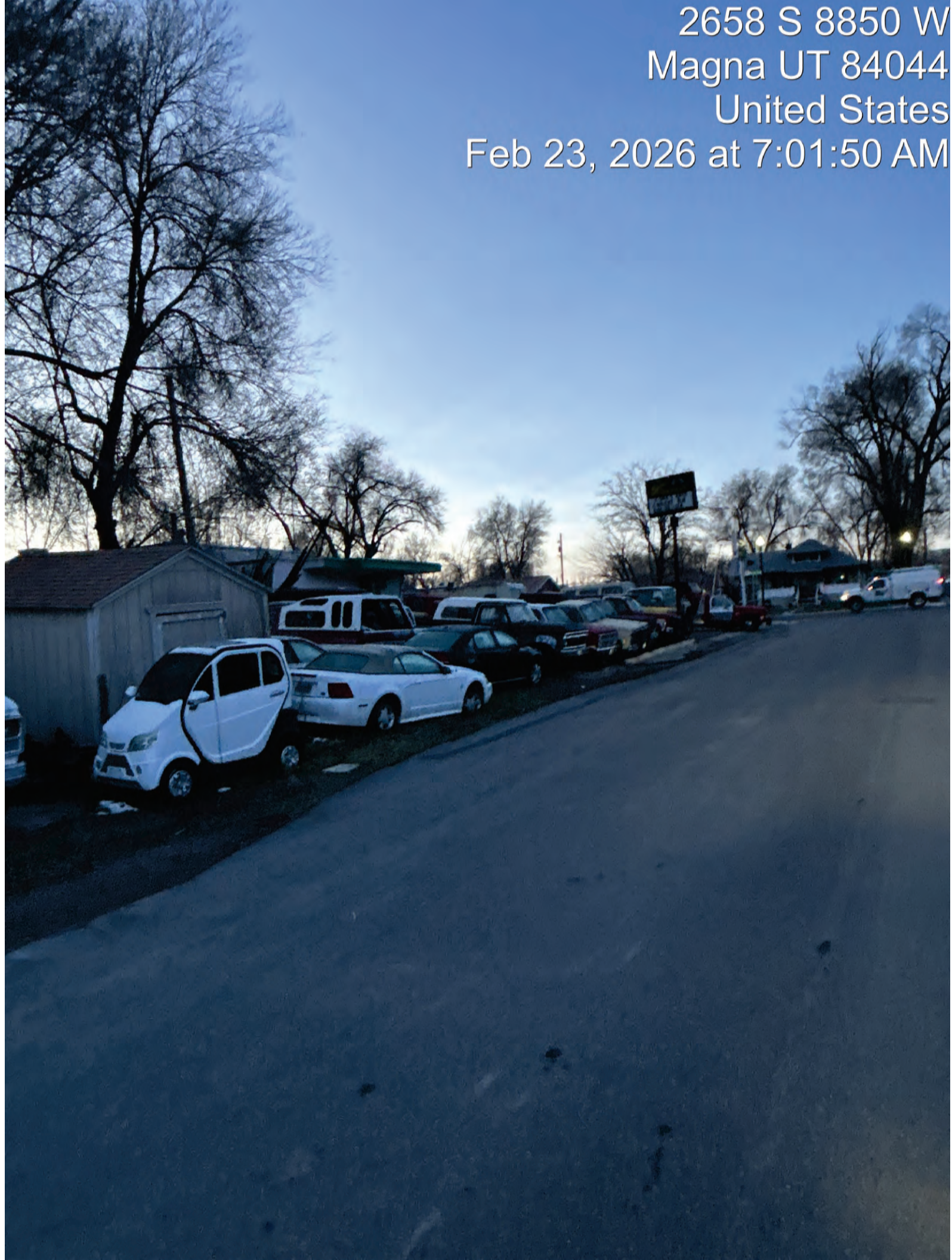
479

W MAGNA MAIN

W 2700 S

# **EXHIBIT 5**

2658 S 8850 W  
Magna UT 84044  
United States  
Feb 23, 2026 at 7:01:50 AM



2686 S 8850 W  
Magna UT 84044  
United States  
Feb 23, 2026 at 7:02:10 AM



2656 S 8850 W  
Magna UT 84044  
United States  
Feb 24, 2026 at 7:00:47 AM



2686 S 8850 W

Magna UT 84044

United States

Feb 24, 2026 at 7:01:07 AM



2674 S 8850 W  
Magna UT 84044  
United States  
Feb 24, 2026 at 2:19:42 PM



2686 S 8850 W  
Magna UT 84044  
United States

Feb 24, 2026 at 2:19:59 PM



2660 S 8850 W  
Magna UT 84044  
United States

Feb 25, 2026 at 6:57:37 AM



2674 S 8850 W  
Magna UT 84044  
United States  
Feb 25, 2026 at 6:57:51 AM





Clayton H. Preece  
cpreece@SHutah.law

Ethan M. Smith  
esmith@SHutah.law

February 25, 2026

Special Trust 02/03/2017  
Sweazey, Donnie R. Trustee  
8840 West Magna Main Street  
Magna, UT 84044  
(Via Certified Mail No. 9589071052700168782319)

Donnie Sweazey  
8840 West Magna Main Street  
Magna, Utah 84044  
(Via Certified Mail No. 9589071052700168782333)

Mr. Sweazey,

Magna City has retained Smith Hartvigsen, PLLC to represent it regarding land use issues. As detailed in this Notice, Magna City has scheduled a public hearing on **Thursday, March 12, 2026** to determine if there have been violations of the conditional use permit issued relating to 8840 West Magna Main Street, Magna, Utah, 84044 (the "**Property**") and to hear arguments on whether the conditional use permit should be suspended or revoked.

Pursuant to Magna Code Section 19.84.100, you are hereby notified that there is a hearing scheduled before the Magna Planning Commission regarding the conditional use permit for the Property, more particularly described as Salt Lake County Parcel 14-19-479-022-0000 (the "**Property**"). This hearing will be held on the **Thursday, March 12, 2026** at the hour of 6:30 p.m. at the Webster Center, 8952 W. Magna Main Street, Magna, UT 84044.

#### **I. PURPOSE OF HEARING**

In accordance with Magna Municipal Code 19.16.040. F, the Planning Commission will hold a public hearing to determine if there has been a failure to comply with the terms and conditions of the Conditional Use Permit issued on March 31, 2010 (the "**CUP**"), attached as **Exhibit 1**, or for any violation of this title occurring on the site for which the CUP was approved. Magna, by and through legal counsel, will present witnesses, documents, and other evidence, and state why the CUP should be suspended or revoked. You may be, but need not be, represented by legal counsel. If you are represented by legal counsel, please have your attorney contact us and all further communications will be sent through your attorney. You may present any relevant evidence

257 EAST 200 SOUTH SUITE 500 SALT LAKE CITY, UTAH 84111  
TELEPHONE 801-413-1600 TOLL FREE 877-825-2064 FACSIMILE 801-413-1620  
WWW.SMITHHARTVIGSEN.COM

LAND WATER LIFE

and will be given full opportunity to cross-examine all witnesses testifying against you. You may request the issuance of subpoenas to compel the attendance of witnesses and the production of books, documents or other things by filing an affidavit therefor with the Magna Planning Commission, care of our office. Following the presentation of evidence, the Planning Commission may suspend, revoke, or take other action relating to the CUP. Failure to appear at the hearing may result in the suspension or revocation of the CUP. If you need an interpreter, please contact the Planning Commission Services Department at 801-214-8023.

## II. HISTORICAL BACKGROUND

On March 31, 2010, Salt Lake County approved the CUP for the Property, with a number of terms and conditions outlining the number of cars that could be parked or stored on the Property, where cars could be located on the Property, fencing requirements, and other limitations. *See Ex. 1.*

On December 3, 2020, after inspecting the Property and finding it in violation of the CUP and other applicable municipal code provisions, Magna code enforcement officials sent the Sweazeys a Notice of Violation (the “**Notice of Violation**”). The Notice of Violation detailed that the Property was out of compliance, as there were more than the maximum allowed vehicles and open storage of tires, car parts, and other items.

Specifically, the Notice of Violation identified the following violations:

1. The CUP allows the storage of a maximum of 7 vehicles on the South Side of the building. More vehicles than allowed are being stored at this location.
2. The CUP allows the storage of a maximum of 12 vehicles on the West Side of the building. More vehicles than allowed are being stored at this location.
3. Open storage of tires, car parts, and other items visible from the street and/or above the fence line in violation of the CUP.
4. Storage of vehicles on the Property in excess of the number allowed by the CUP.
5. Vehicles stored on the public street in violation of the CUP.

The Notice of Violation provided the Sweazeys until January 26, 2021 to abate the violations listed above.

On December 14, 2021, Magna and the Sweazeys entered into a settlement agreement (“**Settlement Agreement**”) granting the Sweazeys additional time to bring the Property, and other related Sweazey properties, into compliance. A copy of the Settlement Agreement is attached as **Exhibit 2**. Specifically, the Settlement Agreement created a framework for the Sweazeys to bring the Property other related Sweazey properties, giving the Sweazeys three additional months to bring the Property into compliance. *See Ex. 2.* Further, under the terms of the Settlement Agreement, the civil fines continued to accrue in the amount of \$200.00 per day but were held in abeyance. *See Ex. 2 at ¶¶ 6-7.* As part of the Settlement Agreement, Magna waived as grounds for

suspension or revocation all violations which occurred prior to September 16, 2022. Accordingly, the grounds which will be presented at the hearing are limited to events after September 16, 2022.

### **GROUND FORS SUSPENSION OR REVOCATION**

On April 2, 2025, the City conducted another inspection of the Property to assess ongoing compliance with the Conditional Use Permit. During this inspection, staff again observed that the number of vehicles stored on the Property exceeded the maximum quantities permitted under the CUP, reflecting continued noncompliance with the Conditional Use Permit. (Photographs of the April 2, 2025 inspection are attached as **Exhibit 3**.)

In January 2026, the City conducted an inspection of the Property using a drone to evaluate ongoing compliance with the Conditional Use Permit. The drone imagery shows that the number of vehicles stored on the Property again exceeded the maximum quantities permitted under the CUP, demonstrating continued noncompliance with applicable land-use requirements. (Photographs from the January 2026 drone inspection are attached as **Exhibit 4**.)

In February 2026, the Property was inspected on multiple occasions by City staff to evaluate ongoing compliance with the Conditional Use Permit. During each of these inspections, staff observed that the number of vehicles stored on the Property continued to exceed the maximum amounts permitted under the CUP, reflecting sustained noncompliance with applicable land-use requirements. (Photographs from the February 2026 inspections are attached as **Exhibit 5**.)

### **III. Standard of Review**

Pursuant to Magna City Code Section 19.84.100:

A conditional use permit may be revoked by the planning commission upon a finding of failure to comply with the terms and conditions of the original permit or for any violation of this title occurring on the site for which the permit was approved. Prior to taking action concerning revocation of a conditional use permit, a hearing shall be held by the planning commission. Notice of the hearing and the grounds for consideration of revocation shall be mailed to the permittee at least ten days prior to the hearing.

Additionally, the Magna Planning Commission's decision to revoke a conditional use permit is an "administrative land use decision." *See* Utah Code Ann. Section 10-9a-507(3).

### **IV. Notice of Intent to Seek Revocation**

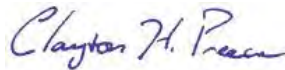
Notwithstanding prior opportunities to achieve compliance, successive inspections have documented recurring violations of the CUP relating to the number of vehicles stored on the Property. Specifically, inspections conducted on May 3, 2021, August 29, 2024, April 2, 2025, January 2026, and on multiple occasions in February 2026, each observed vehicle counts in excess of the maximum quantities authorized by the CUP. These repeated findings of noncompliance over an extended period demonstrate a persistent failure to adhere to the conditions of approval. Based

on the foregoing, it appears the permittees are either unable or unwilling to bring the Property into sustained compliance, and the City will request that the Planning Commission revoke the CUP due to continued violations of its terms.

If you are represented by legal counsel, please have your attorney contact us and all further communications will be sent through your attorney.

Regards,

**SMITH HARTVIGSEN, PLLC**

A handwritten signature in blue ink that reads "Clayton H. Preece".

Clayton H. Preece  
Ethan M. Smith

Enclosures

Cc: Magna City

# **EXHIBIT 1**



**PETER M. CORROON**  
Salt Lake County Mayor

**Linda Hamilton**  
Public Works Department  
Director

**PLANNING &  
DEVELOPMENT  
SERVICES**

**Rolen Yoshinaga**  
Planning & Development  
Division Director

Salt Lake County  
Government Center  
2001 South State Street  
Suite N-3600  
Salt Lake City, UT 84190-4050

801 / 468-2000  
801 / 468-2169 fax

March 31, 2010

To Whom It May Concern:

RE: Amendment of Conditions of Approval  
and of the Approved Site Plan

File #: 25340

Property Location: 8840 W 2700 S Magna

Parcel Number: 14-19-479-022-0000

Zone: C-3

Approved Uses:

Used Car Lot -	approved April 22, 1980
Auto Repair -	approved December 18, 1990
Oil & Lube Shop-	approved June 3, 2002
Tire Sales	approved March 25, 2010

allowed as an accessory use related to the auto repair shop

**THIS LETTER AND THE ATTACHED APPROVED SITE PLAN  
CONSTITUTE YOUR CONDITIONAL USE PERMIT.**

Approval is subject to compliance with all of the following:

1. No overnight storage of vehicles except in the north storage yard area. (see # 4 and # 5 below)

No vehicles larger than passenger vehicles (cars or 1 ton trucks) may be stored in the north storage area.

The north storage area must be fully enclosed with a 6' high (minimum) solid visual barrier fence. Chainlink with slats is acceptable provided the slats are properly maintained.

If tires are to be stored in the north yard area the following parameters must be met:

The tires (or other combustible materials) must be located a minimum of 3 feet from the property / fence line and may not be stacked higher than 6 feet. [IFC 315.3, exceptions]

Anything stored in the north yard area must not be visible above the fence.

2. Landscape areas must be created as illustrated on the approved site plan. These areas can be filled with decorative gravel and boulders in lieu of live plant materials. The gravel must be contained with curbing of some sort (landscape timbers are acceptable provided they are firmly attached to the ground. These areas must be permanently maintained in a weed free condition. No storage of any kind is allowed in these areas.
3. If live plant materials are used in the landscape areas a sprinkling system is required.
4. Six (6) parking spaces are provided for daytime parking of vehicles other than those being displayed "for sale." These vehicles must be licensed operable vehicles. Any such vehicle which must be stored for more than 1 day (over night) must be moved to the north storage area or be stored inside the garage. (see #1 above)

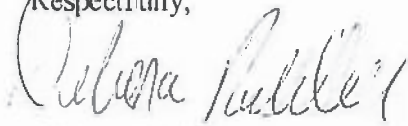
An additional 2 vehicles may be parked along the east fence line provided they are parked parallel to the fence and provided that the fence height is a minimum of 4 feet and is a solid visual barrier fence. (see #6 below).

The "panel truck" which is used to hold old tires which will be hauled off to be properly disposed of may also be stored along the east fence line provided the fence height is increased to 6 feet and a 6 foot solid visual barrier fence is also installed on the south side of this storage area so that the truck is screened. Otherwise the truck may be stored in the north storage area.

5. Used Vehicles which are fully operable and ready to be sold may be displayed on the south side of the property (maximum of 7 vehicles) and on the west side of the property (maximum of 12 vehicles) as indicated on the site plan. An additional 5 compact vehicles may be displayed against the north fence. The use of wheel stops is required in order to protect the fence.
6. A solid visual barrier fence is required along the east property line. Chainlink with slats is acceptable provided the slats are properly maintained. The fence height may be reduced to 4 feet high from the front of the shop to the front (south end) of the property. This fence must also be a solid visual barrier fence. Chainlink with slats is acceptable provided the slats are properly maintained.
7. Repair and properly maintain the wood fence to north or replace it with a 6' high (minimum) chain link fence with slats. The slats must be properly maintained.

8. Hours of operation for the auto repair is limited to the hours between 7:00 am and 8:00 pm.
9. No storage of vehicles or anything else outside of the north storage area. Vehicles on display "for sale" are not considered stored vehicles however the number of vehicles which can be displayed is limited see # 5 above.
10. No parking or storage of any kind is allowed in the hatched areas illustrated on the site plan.  
  
Exception: storage of the garage "overhead doors" may be stored in the east side yard of the shop.
11. All parking and display areas must be clearly striped and maintained as illustrated on the approved site plan.
12. All uses shall be free from objections because of odor, dust, smoke, noise, vibration or other causes. [19.64.050B]
13. Review upon complaint.

Respectfully,



Debora Riddle  
Senior Planner

pc: Stewart Gray, UFA  
John Hill, Urban Hydrology  
Greg Baptist, Grading Specialist  
Brian Beck, Code Enforcement



# **EXHIBIT 2**

## SETTLEMENT AGREEMENT

This Settlement Agreement (the “**Agreement**”) is entered into by the Metro Township of Magna (the “**Municipality**” or “**Magna**”), Donnie Sweazey (“**Mr. Sweazey**”), and Juanada Fern Kartchner (“**Ms. Kartchner**”) (collectively the “**Parties**”) as of the date executed by all parties.

### RECITALS

- A. Mr. Sweazey is affiliated with the following certain real properties:
- a. 8840 W. Main Street, also known as, 2677 South 8850 West, Magna, Utah 84044 (“**Sweazey Shop**”);
    - i. Sweazey Shop:
      1. On March 31, 2010, a Conditional Use Permit was issued for the Sweazey Shop (“**Sweazey Shop CUP**”). (A copy of the Sweazey Shop CUP is attached as **Exhibit A.**)
      2. On June 20, 2011, a Notice of Noncompliance was recorded on the Sweazey Shop.
      3. On September 16, 2013, the Third District Court granted Salt Lake County \$23,600 in accrued civil fines for violations of the Sweazey Shop CUP (Case No. 110917138) (the “**CUP Judgment**”). (A copy of the CUP Judgment is attached as **Exhibit B.**)
      4. On December 3, 2020, a Notice of Violation was issued to the Sweazey Shop.
      5. On March 15, 2021, the Parties signed a Settlement Agreement that allowed Donnie Sweazey until April 26, 2021, to bring the Sweazey Shop into compliance.
      6. On May 3, 2021, an inspection of the Sweazey Shop demonstrated that it was not in compliance.
      7. On June 10, 2021, an inspection of the Sweazey Shop showed that it was further out of compliance, civil fines as of this date were \$30,800 (not including the \$23,600 from Case No. 110917138).

On June 30, 2021, an inspection for potential abatement demonstrated that the Sweazey Shop was in compliance. Code enforcement noted the following additional concerns “there

was a vehicle on the north side of the property, parked on dirt. It needs to be on a paved surface. There was also a pile of wood and branches next to the vehicle, which need to be disposed of. Finally, we are concerned about the large barrels of hazardous waste that are not properly stored according to SWPPP guidelines." Mr. Sweazey contests the allegations relating to hazardous waste.

8. As of August 1, 2021, unpaid fines and judgments in the amount of \$37,400 have accrued against the Sweazey Shop (not including the \$23,600 from Case No. 110917138).

b. 8821 W. 2700, Magna, Utah 84044 & 8815 W. 2700, Magna, Utah 84044 (“**Sweazey Duplex**”);

i. Sweazey Duplex:

1. On February 20, 2008, a Notice of Noncompliance was recorded on 8821 W. 2700, Magna, Utah 84044.
2. On June 22, 2009, a Notice of Noncompliance was recorded on 8821 W. 2700, Magna, Utah 84044.
3. On June 22, 2009, a Notice of Noncompliance was recorded on 8815 W. 2700, Magna, Utah 84044.
4. On March 21, 2019, a Notice of Noncompliance was recorded on 8821 W. 2700, Magna, Utah 84044.
5. On May 5, 2021, an inspection demonstrated that the Sweazey Duplex was in compliance.

c. 9218 W. 3200 S., Magna, Utah 84044 (“**Kartchner Property**”); and

i. Kartchner Property

1. On February 10, 2017, an inspection demonstrated that the Kartchner Property violated Magna Code.
2. On June 19, 2017, a Notice of Noncompliance was recorded on the Kartchner Property.
3. On March 17, 2019, Magna filed a complaint in the Third District Court (Case No. 180902135) due to the violations on the Kartchner Property.
4. On November 9, 2019, Mr. Sweazey, Ms. Kartchner, and Magna signed a settlement agreement, this agreement states that there is an excess of \$36,000 in civil fines on the Kartchner

Property. (A copy of the Kartchner Agreement is attached as **Exhibit C.**)

5. On August 6, 2020, a Notice of Compliance was recorded on the Kartchner Property.
6. On April 26, 2021, an inspection of the Kartchner Property found that it was not in compliance.
7. On June 30, 2021, an inspection for potential abatement demonstrated that the Kartchner property was back in compliance besides the following comment, “[t]echnically the gravel where the boat was parked should be weed free, but that’s not usually something we would make a fuss about. Other than that, the property was in compliance.”

d. 9211 W. 3200 S., Magna, Utah 84044 & 9218 W. 3200, also known as, 3250 South 9200 West S., Magna, Utah, 84044 (“**South Sweazey Properties**”). (The Sweazey Shop, Sweazey Duplex, Kartchner Property, and South Sweazey Properties are collectively referred to as the “**Sweazey Properties.**”)

i. South Sweazey Properties:

1. On May 4, 2010, a Conditional Use Permit was issued to the South Sweazey Properties (“**South Sweazey Properties CUP**”).
2. On March 7, 2011, a Notice of Noncompliance was recorded on the South Sweazey Properties.
3. On July 12, 2021, an inspection of the South Sweazey Properties demonstrated that, "the conditional use permit says that the junk piles cannot exceed 6'. As you can see in the photo, there is one particular pile that it's much taller than 6'. So, if they separated into a few smaller piles, they would be in compliance."

B. Each of the listed properties owned by or affiliated with Mr. Sweazey have been the subject of code enforcement actions during the past twenty (20) years.

C. Various notices of noncompliance have been recorded against certain of the Sweazey Properties.

D. Substantial civil fines and judgments (“**Civil Fines**”) have accrued or been entered against the Sweazey Properties.

E. Magna issued a notice of hearing to hear evidence on revoking or suspending a conditional use permit for the Sweazey Shop. The Parties stayed the hearing to allow the Parties to engage in settlement discussions.

F. Magna has incurred substantial costs due to the recurring violations on the Sweazey Properties.

G. The Parties recognize the benefit of reaching a mutually agreed to global settlement involving all the Sweazey Properties.

## AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises set forth below, the Parties agree as follows:

1. Incorporation of Recitals. The introductory paragraph and all of the foregoing recitals are hereby incorporated into the terms of this Agreement.

2. Timeline of Agreement. Each of the four phases will be associated with individual timelines, as set forth below, to resolve, maintain, or bring each property into compliance. After Phase 4, this Agreement will remain in effect for an abeyance period of two years during (“**Abeyance Period**”) which the Sweazey Properties must remain in compliance with this Agreement and applicable Magna Code.<sup>1</sup>

3. Inspections. At the end of each phase, Magna will inspect all of the Sweazey Properties. The inspection will confirm that (1) the property related to that specific phase has been brought into compliance; (2) that the properties in the prior completed phases remain in compliance; and (3) that the properties in any remaining phase do not have any additional Magna Code violations. If the inspection shows that any of these three conditions are not met, this shall constitute a violation of this Agreement. Legal counsel for Magna and legal counsel for Mr. Sweazey will confer regarding any observed violations and any notices shall be provided to Mr. Sweazey’s legal counsel.

### Phase 1: Kartchner Property (9218 W. 3200 S., Magna, Utah 84044)

4. Compliance with Magna Code. Mr. Sweazey will continue to comply with the requirements of the Kartchner Agreement, including, but not limited to the requirement that no additional vehicles be stored on the Kartchner Property. Additionally, Mr. Sweazey agrees to keep the Kartchner Property in compliance with Magna Code. This includes without limitations, cutting weeds and keeping the Kartchner Property free of debris or junk as required by Magna Code.

5. Timeline for Phase 1. Phase 1 shall be completed by December 16, 2021.

6. Inspection. In accordance with paragraph 3 of this Agreement, the Municipality will conduct an inspection after December 16, 2021.

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<sup>1</sup> “Magna Code” refers to the Magna Municipal Code codified in 2018 and available online at: <https://magna.municipalcodeonline.com/book?type=ordinances#name=Preface>

7. Notices of Noncompliance. Provided that the Kartchner Property is brought into compliance at the conclusion of Phase 1, Magna will record a notice of compliance vacating all prior notices of non-compliance recorded against the Kartchner Property.

8. Abeysance. Since a two (2) year abeyance period was agreed to and signed all parties involved on November 9, 2019, and a notice of compliance was issued on August 6, 2020, the abeyance term on this property would still be in place to conclude on August 6, 2024.

9. Sweazey "Right of Way" on the Kartchner Property. Mr. Sweazey will be able to utilize the portion of the South Sweazey Property consistent with the South Sweazey Property conditional use permit and applicable ordinances. This portion of the South Sweazey Property has been referred to a "Right of Way" on the Kartchner Property, but in reality, is a portion of the South Sweazey Properties that is fenced in with the Kartchner Property and is thus is governed by the South Sweazey Properties conditional use permit.

**Phase 2: Sweazey Shop (8840 W. Main Street, also known as, 2677 South 8850 West, Magna, Utah 84044)**

10. Compliance with Recent Inspection. Mr. Sweazey will remove the vehicle being stored in the rear of the Sweazey Shop and all other junk or debris from the rear of the Sweazey Shop in the area shown on **Exhibit D** to this Agreement. Sweazey will remove "junk and debris" from the Sweazey Shop. Mr. Sweazey will be allowed to store cut wood on pallets as long as it in compliance with Magna Code.

11. Compliance with Sweazey Shop CUP. Mr. Sweazey also agrees to keep the Sweazey Shop in compliance with the Sweazey Shop CUP, by storing only the permitted number of vehicles on each side of the Sweazey Shop as detailed in the Sweazey Shop CUP and by complying with all other conditions of the Sweazey Shop CUP. No other Phases or issues on other properties shall affect in any way the Sweazey Shop CUP.

12. Compliance with Magna Code. Mr. Sweazey also agrees to keep the Sweazey Shop into compliance with Magna Code.

13. Timeline for Phase 2. Phase 2 shall be completed by January 16, 2022.

14. Inspection. In accordance with paragraph 3 of this Agreement, the Municipality will conduct an inspection after January 16, 2022 for Phase 2.

15. Notices of Noncompliance. Provided that the Sweazey Shop Property is brought into compliance at the conclusion of Phase 2, Magna will record a notice of compliance vacating all prior notices of non-compliance recorded against the Sweazey Shop Property.

**Phase 3: Sweazey Duplex (8821 W. 2700, Magna, Utah 84044 & 8815 W. 2700, Magna, Utah)**

16. Compliance with Applicable Magna Code. While the Parties acknowledge that as of the date of the last inspection, the Sweazey Duplex was in compliance, nevertheless, the property shall be inspected for compliance, Phase 3, by January 16, 2022.

17. Timeline for Phase 3. Phase 3 shall be completed by March 16, 2022.

18. Inspection. In accordance with paragraph 3 of this Agreement, the Municipality will conduct an inspection after March 16, 2022 for Phase 3.

19. Notices of Noncompliance. Provided that the Sweazey Duplex is in compliance at the conclusion of Phase 3, Magna will record a notice of compliance vacating all prior notices of non-compliance recorded against the Sweazey Duplex.

**Phase 4: South Sweazey Properties (9211 W. 3200 S., Magna, Utah 84044 & 9218 W. 3200, also known as, 3250 South 9200 West S., Magna, Utah 84044)**

20. Compliance with Magna Code. While the Parties acknowledge that as of the date of the last inspection, the South Sweazey Properties were in compliance, nevertheless, the South Sweazey Property shall be inspected for compliance, Phase 4, by July 16, 2022. The compliance inspection shall include, but is not limited to the storage of vehicles, removal weeds and trees from the property that are in violation of Magna Code.

21. Timeline for Phase 4. Phase 4 shall be completed by September 16, 2022.

22. Inspection. In accordance with paragraph 3 of this Agreement, the Municipality will conduct an inspection after September 16, 2022.

23. Notices of Noncompliance. Provided that the South Sweazey Properties are in compliance at the conclusion of Phase 4, Magna will record a notice of compliance vacating all prior notices of non-compliance recorded against the South Sweazey Properties.

**Additional Provisions**

24. Stay of the Abatement of Violations. Upon execution of this Agreement, the Municipality will stay abatement action until September 16, 2022, during which time Mr. Sweazey will have the opportunity to bring and keep Sweazey Properties in compliance in phases as set forth in this Agreement. If any of the Sweazey Properties are not in compliance at the end of the phase inspection, Mr. Sweazey shall have 14 days from the date Magna provides written notice to Mr. Sweazey's legal counsel to cure any remaining violations on the property. If the violations are not cured, Mr. Sweazey authorizes Magna to abate the violations at Mr. Sweazey's expense.

25. Correspondence between Parties. The Parties agree that correspondence on inspections and this Agreement will be between the counsel of each party.

26. Payment and Waiver of Civil Fines. Mr. Sweazey agrees to pay \$4,000 total, this amount will be paid to Magna as a onetime payment, in full, on or by September 16, 2022. All

remaining fines will be held in abeyance until September 16, 2024. If Mr. Sweazey fails to fulfill his obligations under the Agreement and maintain the properties in compliance until September 16, 2024, then on the first offence Mr. Sweazey will pay \$500 in civil fines, on the second offence Mr. Sweazey will pay \$1,000 in fines and on the third offence, on the third offense \$1,500, and on the fourth offense all remaining accrued civil fines will become immediately due and Magna may immediately abate the Property. If Mr. Sweazey does not cure the failed obligation that is the subject of violation within 14 days of receiving notice of the violation, it will be considered a subsequent violation. If Mr. Sweazey maintains the Properties in compliance until September 16, 2024, Magna will waive all remaining civil fines and judgments.

27. No Affect in Alienation of Properties. Nothing in this agreement will have any affect or disruption on the Parties ability to sell, alienate, or divest of the properties mentioned. If a property is sold contemplated in this agreement, the rest of the agreement shall remain intact and unaffected.

28. CUP Judgment. The Sweazey Parties agree that they will not assert as defense and waive any claim the CUP Judgment is unenforceable on grounds of any statute of limitations, if Magna files an action to collect on or renew the CUP Judgment prior to December 16, 2024.

29. Conditional Use Permits. The Municipality agrees it will not seek the revocation of either the Sweazey Shop CUP or the South Sweazey Properties CUP based on the violations set forth in the recitals before September 16, 2022, provided that Mr. Sweazey complies with his obligations in each phase and during the Abeyance Period. If Mr. Sweazey has complied with the terms of this Agreement, Magna will waive as grounds for suspension or revocation all violations which occurred prior to September 16, 2022.

30. After Discovered Facts. Each Party acknowledges that such Party may hereafter discover facts different from or in addition to those which it now knows or believes to be true with respect to the Released Claims and each agrees that this Agreement shall be and remain effective in all respects notwithstanding such different or additional facts or the discovery thereof, unless in the event of material misrepresentations.

31. Authority. Each Party, by signing below, warrants that the Party has the authority necessary to enter into the Agreement.

32. Legal Review. By signing below, each Party acknowledges that they have had the opportunity to review this Agreement with independent legal counsel, if they so desired.

33. Notice. Any notice required or permitted to be given to a Party pursuant to the provisions of this Agreement shall be in writing and shall be effective upon the earlier of: (i) personal delivery, or (ii) three (3) business days after deposit in the United States mail by certified mail, postage prepaid, and properly addressed to the Party to be notified at the address set forth below or at such other address as such Party may designate by ten (10) days advance written notice to either Party hereat.

34. Limited Scope - Ms. Kartchner. This Agreement is limited in scope as it pertains to Ms. Kartchner and Ms. Kartchner's involvement, responsibility and obligations under the Agreement is limited to only those provisions which concern the Kartchner Property.

35. No Representations. The Parties acknowledge that, except as expressly stated in this Agreement, no Party (nor any of their agents, employees, attorneys, or representatives) has made any statement or representation to any other Party regarding any fact relied on by any other Party in entering into this Agreement. Each Party specifically acknowledges that such Party has not relied on any statement, representation, or promise of any other Party, or of any of their agents, employees, attorneys, or representatives, in executing this Agreement, except as expressly set forth herein. In addition, each Party acknowledges that such Party is under no duress or undue influence and that each executes this Agreement as an act of such Party's own voluntary will.

36. Binding Agreement. This Agreement shall be binding on and inure to the benefit of the Parties hereto and their heirs, personal representatives, successors, and assigns. By executing this Agreement, however, the Parties do not intend to bestow any benefit on any non-party to this Agreement.

37. Entire Understanding. This Agreement sets forth the entire understanding of the Parties as to the matters set forth herein and cannot be altered or otherwise amended except pursuant to an instrument in writing signed by each of the Parties hereto.

38. Time is of the Essence. The Parties understand and agree that time is of the essence in completing their respective obligations set forth in this Agreement.

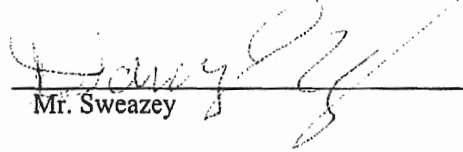
39. Applicable Law and Venue. This Agreement will be construed in accordance with the laws of the State of Utah, and any actions between the Parties arising out of the relationship contemplated by this Agreement will be brought in Salt Lake County, Utah.

40. Costs and Attorneys' Fees. If either Party defaults in the performance of any covenant or condition contained herein, the defaulting Party agrees to pay the costs and expenses, including reasonable attorney's fees, that the non-defaulting Party incurs in enforcing this Agreement through litigation or otherwise.

41. Multiple Counterparts. This Agreement may be executed in any number of counterparts, whether by facsimile, scan and e-mail, or otherwise, and each of which when so executed and delivered, shall be deemed an original; and all such counterparts together shall constitute one and the same instrument.

[Remainder of this page intentionally left blank, signature page(s) follow]

Executed this 27 day of Nov, 2021.

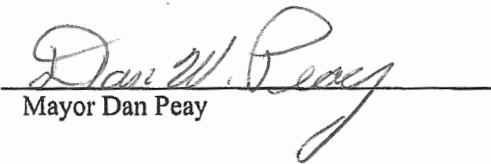
  
Mr. Sweazey


Executed this 13<sup>th</sup> day of December, 2021.

  
Ms. Kartchner

Executed this 14 day of DEC., 2021.

**Magna Metro Township**

  
Mayor Dan Peay

App-  
roval as to form:  
  
Magna City Attorney

# **EXHIBIT 3**

**Apr 2, 2025 at 11:34:10 AM**  
**8840 W Magna Main St**  
**Magna UT 84044**  
**United States**



**Apr 2, 2025 at 11:35:05 AM**  
**2674 S 8850 W**  
**Magna UT 84044**  
**United States**



# **EXHIBIT 4**

S 8850 W

S 8850 W

479-022

14-19

MAGNA CITY

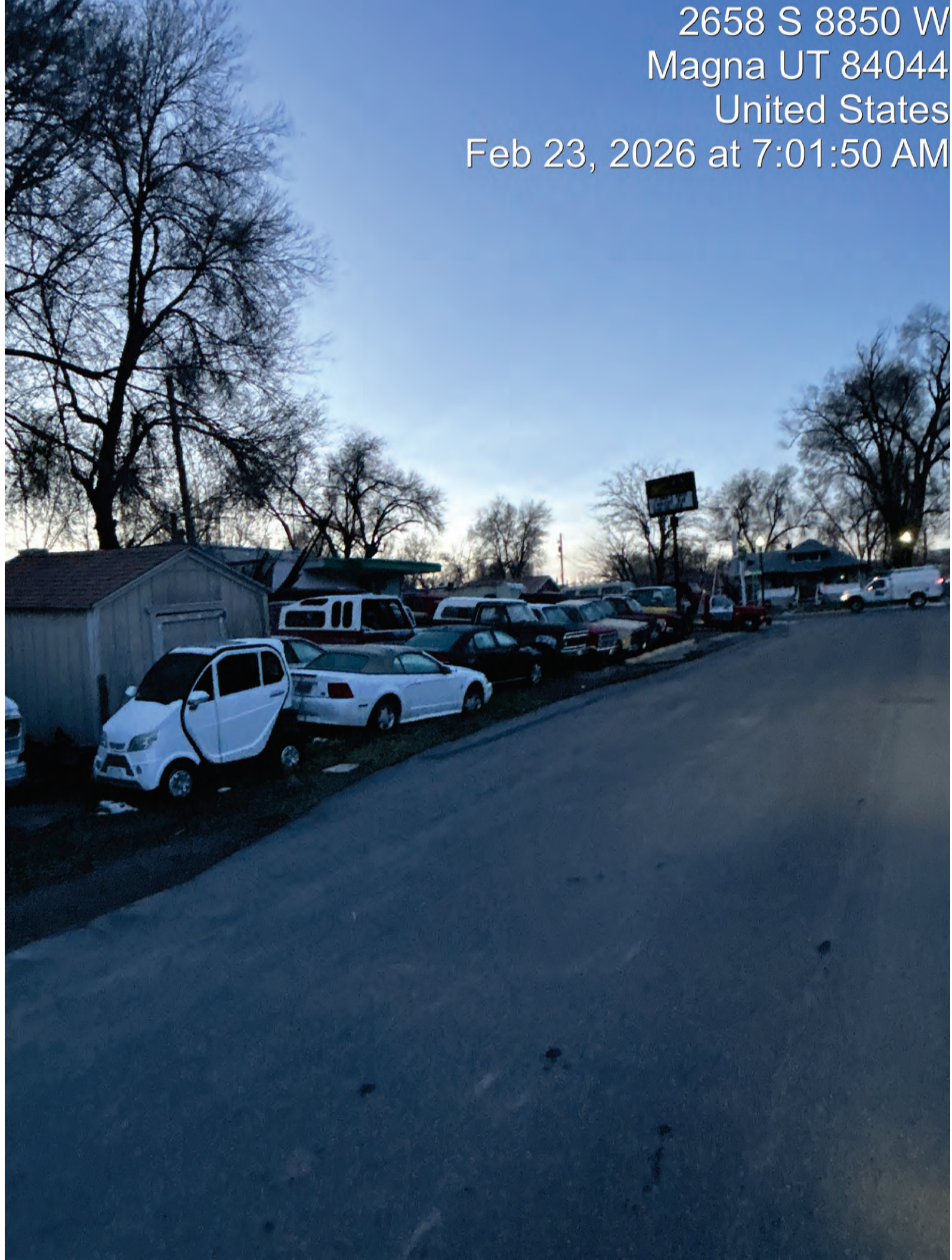
479

W MAGNA MAIN

W 2700 S

# **EXHIBIT 5**

2658 S 8850 W  
Magna UT 84044  
United States  
Feb 23, 2026 at 7:01:50 AM



2686 S 8850 W  
Magna UT 84044  
United States  
Feb 23, 2026 at 7:02:10 AM



2656 S 8850 W  
Magna UT 84044  
United States  
Feb 24, 2026 at 7:00:47 AM



2686 S 8850 W

Magna UT 84044

United States

Feb 24, 2026 at 7:01:07 AM



2674 S 8850 W  
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United States  
Feb 24, 2026 at 2:19:42 PM



2686 S 8850 W  
Magna UT 84044  
United States

Feb 24, 2026 at 2:19:59 PM



2660 S 8850 W  
Magna UT 84044  
United States

Feb 25, 2026 at 6:57:37 AM



2674 S 8850 W  
Magna UT 84044  
United States  
Feb 25, 2026 at 6:57:51 AM

