



**Planning and Development Services**

860 Levoy Drive, Suite 300 • Taylorsville, UT 84123

Phone: (385) 910-5600

## Magna Planning Commission

### Public Meeting Agenda

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

**Thursday, May 14, 2026, 6:30 P.M.**

#### Location

##### Microsoft Teams

<https://teams.microsoft.com/meet/243126794412950?p=fPIbN0PNKliUZZbNg6>

Meeting ID: 243 126 794 412 950

Passcode: 5aX3Ew3G

##### Dial in by phone

[+1 213-357-4434,,697523208#](tel:+12133574434,697523208#) United States, Los Angeles

[Find a local number](#)

Phone conference ID: 697 523 208#

**Anchor 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) Approval of April 9, 2026, Planning Commission Meeting Minutes. (Motion/Voting)
- 2) Other Business Items. (As Needed)

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

**REZ2026-001592** – Jose Salas is applying for a rezone from A-1/zc to R-1-6. **Acreage:** .43 acres.  
**Location:** 7610 West 2820 South. **Planner:** Justin Smith (Discussion/Recommendation)

**CEZ2025-1149 - Conditional Use Permit - Suspension or Revocation – (Continued from March 12, 2026)** - 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)

**BUSINESS MEETING (cont.)**

- 3) The Planning Commission and planning staff will have a discussion regarding an Overview of Magna’s General Plan, Zoning Ordinances, and online access.

**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.



**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, April 9, 2026, 6:30 p.m.**

**Approximate meeting length:** 1 hour 48 minutes

**Number of public in attendance:** 3

**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	x	x	
Aaron Weight (Chair)	x	x	
Jeff Larson (Vice Chair)	x	x	
Jeff White	x	x	
Ted Shaw	x	x	
Ronnie Thompson (Alternate)	x	x	
Doyle Jenkins (Alternate)	x	x	

Planning Staff / DA	Public Mtg	Business Mtg
Wendy Gurr	x	x
Gordon Bennett	x	x
Brian Tucker	x	x
Matt Starley	x	x
Claire Gillmor	x	x

*Commissioner Weight read the Chairs Opening Statement.*

**LAND USE APPLICATION(S)**

**Hearings began at – 6:30 p.m.**

**SUB2025-001427** - Amy and Joel Cosby, are seeking approval for a 7-lot single-family subdivision. **Acreage:** 2.47 Acres. **Location:** 7372 West 2820 South. **Zone:** R-1-8. **Planner:** Gordon Bennett (Motion/Voting)

*Greater Salt Lake Municipal Services District Planner Gordon Bennett provided an analysis of the Staff Report.*

*Commissioners, staff, and counsel had a brief discussion regarding the existing home included, development agreement and the size of the development, typical road, right-of-way, east side gravel area and fencing, varying slope and grade, neighbors satisfaction, retaining wall, scope of the review and concerns, HOA and retention pond, setbacks, drainage, fire department agreement on the width of the cul-de-sac.*

**PUBLIC PORTION OF MEETING OPENED**

**Speaker # 1:** Applicant

**Name:** Amy Cosby

**Address:** 1330 East Rebekah Circle

**Comments:** Ms. Cosby said her family purchased this property from another family member. Not a huge developer and will do what is told to do and will not waiver. Will make it up to code and here for the preliminary plot and the drawings are misleading. Have done as much as the city has asked and want this done right and has noted the concerns. They have not spoken to the neighbors because this isn't approved yet and will talk to them to make this right. They will buy land if they need to and make it safe. Don't know the size of the homes yet.

*Commissioner Cripps motioned to open the public meeting, Commissioner Larson seconded that motion.*

*No one from the public is present to speak.*

*Commissioner Cripps motioned to close the public meeting, Commissioner Larson seconded that motion.*

### **PUBLIC PORTION OF MEETING CLOSED**

*Commissioners had a brief discussion regarding the retention pond in an underground culvert, public works doesn't currently allow that, due to the maintenance. Bring up the elevation and retaining wall for the road, not the fence line.*

**Motion:** To approve application # SUB2025-001427 Amy and Joel Cosby, are seeking approval for a 7-lot single-family subdivision with staff recommendations.

**Motion by:** Commissioner Cripps

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

**Vote:** Commissioners voted unanimously in favor

### **BUSINESS MEETING**

**Meeting began at – 7:38 p.m.**

- 1) Election of Chair and Vice Chair 2026. (Motion/Voting)

Election of Chair for 2026

**Motion:** To nominate Commissioner Weight as Chair for 2026, Commissioner Weight accepted that nomination.

**Motion by:** Commissioner Cripps

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

**Vote:** Commissioners voted unanimously in favor

Election of Vice Chair for 2026

**Motion:** To nominate Commissioner Larson as Vice Chair for 2026, Commissioner Larson accepted that nomination.

**Motion by:** Commissioner Shaw

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

**Vote:** Commissioners voted unanimously in favor

- 2) Approval of March 12, 2026, Planning Commission Meeting minutes.

**Motion:** To approve March 12, 2026, Planning Commission Meeting minutes.

**Motion by:** Commissioner Cripps

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

**Vote:** Commissioners voted unanimously in favor

- 3) Utah Department of Transportation's Walking Loops initiative and the proposed Magna Walking

Loop postcard project. The purpose of the project is to highlight a walking path to encourage residents and visitors to explore local businesses and community gathering spaces. **Planner:** Matthew Starley (Discussion)

*Greater Salt Lake Municipal Services District Long Range Planner Matt Starley provided an analysis of the proposed postcard project.*

*Commissioners and staff had a brief discussion regarding the stickers and coordinating with the CTC, Copper Park, and the neighborhood park.*

- 4) Other Business Items. (As Needed)  
*No other business items to discuss.*

*Commissioner Cripps motioned to close the business meeting, Commissioner Shaw seconded the motion.*

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

**Hearings began at – 7:55 p.m.**

**OAM2025-001539** - Consideration of adoption of the Wildland-Urban Interface map set forth in Section 15.08.011 of the Magna Municipal Code, which adopted the 2006 Edition of the Utah Wildland-Urban Interface Code to comply with H.B. 48. **Planner:** MSD Planning (Discussion/Recommendation)

*Greater Salt Lake Municipal Services District Planning Manager Brian Tucker provided an analysis of the WUI map.*

*Commissioners and staff had a brief discussion regarding the code regarding evaluation of the property, defensible space,*

*Recognized there is no one from the public present to speak.*

**Motion:** To recommend file #OAM2025-001539 Consideration of adoption of the Wildland-Urban Interface map set forth in Section 15.08.011 of the Magna Municipal Code, which adopted the 2006 Edition of the Utah Wildland-Urban Interface Code to comply with H.B. 48 to the Magna Council for approval of adoption of Exhibit A Magna City Wildland Urban Interface Structure Expose Score 7 and 8 map.

**Motion by:** Commissioner White

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

**Vote:** Commissioners voted unanimously in favor

*Commissioner Cripps adjourned.*

### **MEETING ADJOURNED**

**Time Adjourned – 8:18 p.m.**



# Zone Change Staff Report

**Meeting Body:** Planning Commission

**Meeting Date:** May 14, 2026

**File Number & Project Type:** REZ2026-001592

Current Zone: A-1/zc

Proposed Zone: R-1-6

**Address:** 7610 W 2820 S

**Planner:** Justin Smith, Planner

**Applicant:** Jose Salas

**Key Findings:**

- Proposed zoning is compatible with surrounding area
- Proposed zoning is in line with the Adopted General Plan

**Staff Recommendation:** Recommend the recommendation of approval of the rezone to R-1-6

**Exhibits:**

- A. Narrative and Site Plan
- B. Legal Description

**DESCRIPTION**

The applicant, Jose Salas, is looking to rezone the property from A-1/zc to R-1-6. The purpose of the rezone is to subdivide the property into two properties. The applicant is seeking to split off the backyard to put a home there.

**SITE & VICINITY DESCRIPTION**

Surrounding Zoning and Use	
North	R-1-6/zc
South	A-1/zc
East	A-1/zc
West	R-1-6/zc
Known Overlays/Site Constraints	
High Liquefaction Potential	

Located along the north side of 2820 S. Sits along a corner lot with a gravel road and 2820 S.





### GENERAL PLAN CONSIDERATIONS

The Magna General Plan was adopted in 2021. This property is shown to be in the Northeast Neighborhood Area as shown in the Adopted General Plan on page 28. The General Plan calls out this property as currently having a residential use and for the future land use the General Plan (shown on page 40) shows that this area is designated as a residential mixed density area. Residential Mixed Density areas are further described on page 42. The target density is single family and duplex zoning to achieve roughly 5 dwelling units per acre with target building heights being 1-3 stories in height.

### APPLICABLE FACTORS FOR CONSIDERATION

Table 19.16.080 includes the following guidelines a planning commission and Council may consider in deciding zoning map and text amendments:

<b>GUIDELINES FOR CONSIDERING ZONING MAP AMENDMENTS</b>
1. The proposed amendment is compatible with the Adopted General Plan.
2. The proposed amendment promotes the public health, safety and welfare.
3. The proposed amendment is a more suitable zoning classification for the property than the current classification.
4. The proposed amendment is compatible with the intent and general purposes of this Ordinance.
5. The proposed amendment corrects an error or omission, adds clarification to existing requirements, or reflects a change in policy.
6. The proposed amendment benefits the citizens of the Municipality as a whole.
7. The proposed amendment does not create a significant number of nonconformities.
8. The proposed amendment is compatible with the trend of development, if any, in the general area of the property in question.

**PUBLIC INPUT**

As of writing this staff report on April 17, 2026 there have not been any comments from the public. If there are any that were provided between the release of this staff report and the time of the Magna Planning Commission meeting, then those comments will be shared with the members of the Magna Planning Commission.

The rezone application has received some comments from MSD staff during the review process. None of the comments pertain to the rezone itself, but pertain to potential future applications at this address. Unified Fire Authority has commented that Craig Rocky Vince Lane does not meet Fire Lane access requirements to be 18 feet wide. Engineering has also noted that any future road improvements would have to comply with Title 14. The Health Department has provided a comment stating that water and sewer availability letter would be required. That will be necessary for when the applicant submits an application to develop the lot. Building an ADU or subdividing the lot would both require that the owner provide a water and sewer availability letter as part of the process.

**SUMMARY AND RECOMMENDATION**

**Summary of issues:**

The applicant is seeking to rezone this lot from A-1/zc to R-1-6. The purpose of this rezone is to subdivide the property in the future into two different lots in harmony with the density pattern for this

area in the adopted general plan. The zoning condition in place on this property restricts the applicant from having a dwelling group on the property. The A-1 zone formerly required that the property be 10,000 square feet in size, but with the code updates that were approved in 2023 that requirement changed to a minimum area of 1 acre. The current property does not comply with the current requirements of the A-1 zone, while it would be able to comply with the R-1-6 zone. The R-1-6 zone would also allow for there to be a second property in what is currently a backyard. The second property in the rear would likely have to be subdivided under the flag lot requirements in Title 18. Flag lots that are under 1.5 acres in size are required to either be 1.5 times the minimum lot size requirement or meet the minimum lot size requirement and have an access easement large enough that when combined with the lot, it adds up to 1.5 times the minimum lot size requirement.

Craig Rocky Vince Lane is not a public road but is privately owned by the same landowner that lives at the north end of the road. Craig Rocky Vince Lane somewhat lines up with Oshea Lane from the Gabler's Grove neighborhood to the north, but it is not wide enough in its current form to fully line up with Oshea Lane. Craig Rocky Vince Road is currently 16.5 feet wide and would have to be widened to 18 feet to meet Fire Lane requirements. Oshea Lane to the north is full 50 foot right-of-way. Magna's adopted transportation plan does show Craig Rocky Vince as a future public street.

The proposed R-1-6 zone is more compatible for the property than the current A-1/zc zone. The A-1 zone has been updated to have a minimum area requirement of 1 acre and a minimum width of 100 feet. This property does not meet either of those requirements as it is 0.43 acres (roughly 18,730 square feet) in size, 99 feet wide, and 190.5 feet deep. The R-1-6 zone requires that each property be a minimum of 6,000 square feet and 60 feet wide. The flag lot requirements would require that a R-1-6 zoned lot be 9,000 square feet in size which the applicant would be able to provide.

The applicant is proposing to rezone the land in order to subdivide for two single family homes. This matches the general trend in the area of single family homes. In addition, the land to the north is already zoned R-1-6/zc.

**Recommendation:**

The MSD Planning Staff recommend:

1. **Approval:** The MSD Planning recommends that the Magna Planning Commission recommend approval of the rezone application REZ2026-001592 to change the zone at 7610 W 2820 S from A-1/zc to R-1-6.

Would like to change zoning A-1/zc to R-1-6



Craig Rocky Vince Ln Craig Rocky Vince Ln

Would like to Subdivide Lot in 2 Parcel.

South Lot: 88ft by 100ft

North Lot: 100ft by 100ft

New Home on North West Side: 40ft by 40ft

Lot Owner: Jose Sulas

3-10-2026

**Legal Description****14-28-126-015-0000**

BEG 614 FT S & 16.5 FT W FR NE COR OF NW 1/4 SEC 28, T 1S, R2W, SL  
MER, W 99 FT N 190.5 FT M OR L; E 99 FT; S 190.5 FT MOR L TO BEG. 0.43  
AC, M OR L 4843-0776. 5479-95 5479-0096 5568-1406, 1407 6898-1539 9860-  
7114 09860-7117 11436-1424 11453-3972



# Conditional Use Staff Report

**Meeting Body:** Magna Planning Commission

**Meeting Date:** May 14, 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.

## **GROUNDINGS 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.)

## **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.

### **GROUNDINGS 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**

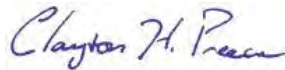
Notwithstanding prior opportunities to achieve compliance, successive inspections have documented recurring violations of the CUP relating to the number of vehicles stored on the Property. Specifically, inspections conducted on May 3, 2021, August 29, 2024, April 2, 2025, January 2026, and on multiple 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)

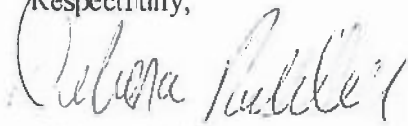
An additional 2 vehicles may be parked along the east fence line provided they are parked parallel to the fence and provided that the fence height is a minimum of 4 feet and is a solid visual barrier fence. (see #6 below).

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.

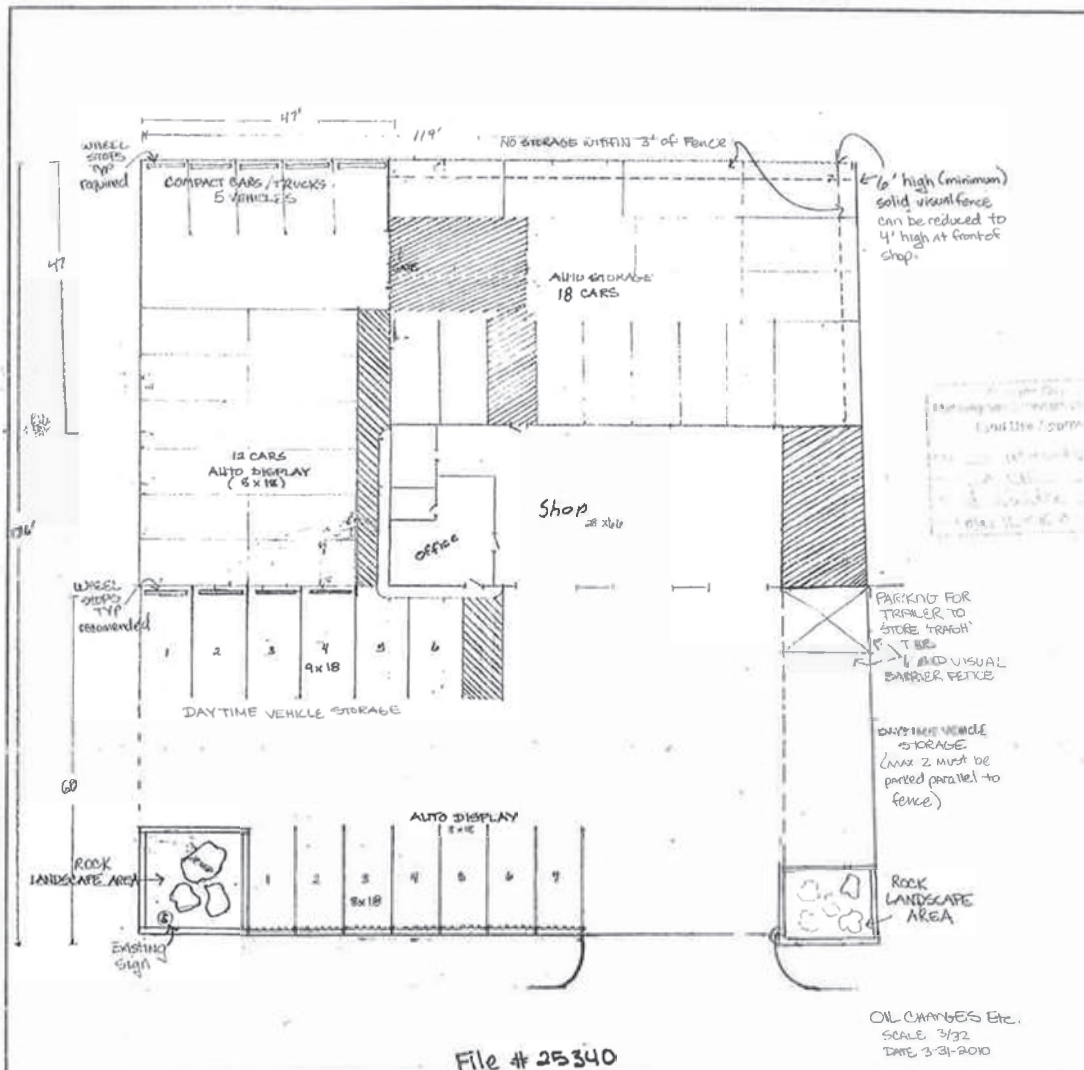
8. Hours of operation for the auto repair is limited to the hours between 7:00 am and 8:00 pm.
9. No storage of vehicles or anything else outside of the north storage area. Vehicles on display "for sale" are not considered stored vehicles however the number of vehicles which can be displayed is limited 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  
City of Riverside  
Riverside Valley Regional Authority

RE: Application for Approval of Final Plans for the proposed site.  
File # 2534  
Project No. 1540 W 2200 St. Rd.  
Project No. 1540 W 2200 St. Rd.  
Project No. 1540 W 2200 St. Rd.  
Project No. 1540 W 2200 St. Rd.

APPROVED BY THE CITY OF RIVERSIDE  
APPROVED BY THE RIVERSIDE VALLEY REGIONAL AUTHORITY

1. The applicant shall provide a site plan showing the proposed site and all existing and proposed structures, parking areas, and other improvements.
2. The applicant shall provide a site plan showing the proposed site and all existing and proposed structures, parking areas, and other improvements.
3. The applicant shall provide a site plan showing the proposed site and all existing and proposed structures, parking areas, and other improvements.
4. The applicant shall provide a site plan showing the proposed site and all existing and proposed structures, parking areas, and other improvements.
5. The applicant shall provide a site plan showing the proposed site and all existing and proposed structures, parking areas, and other improvements.
6. The applicant shall provide a site plan showing the proposed site and all existing and proposed structures, parking areas, and other improvements.
7. The applicant shall provide a site plan showing the proposed site and all existing and proposed structures, parking areas, and other improvements.
8. The applicant shall provide a site plan showing the proposed site and all existing and proposed structures, parking areas, and other improvements.
9. The applicant shall provide a site plan showing the proposed site and all existing and proposed structures, parking areas, and other improvements.
10. The applicant shall provide a site plan showing the proposed site and all existing and proposed structures, parking areas, and other improvements.
11. The applicant shall provide a site plan showing the proposed site and all existing and proposed structures, parking areas, and other improvements.
12. The applicant shall provide a site plan showing the proposed site and all existing and proposed structures, parking areas, and other improvements.
13. Review upon completion.

John Kille  
City Planner

City of Riverside  
Riverside Valley Regional Authority

City of Riverside  
Riverside Valley Regional Authority

# **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. Abeyance. 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.

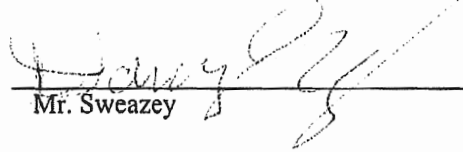
39. Applicable Law and Venue. This Agreement will be construed in accordance with the laws of the State of Utah, and any actions between the Parties arising out of the relationship contemplated by this Agreement will be brought in Salt Lake County, Utah.

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.

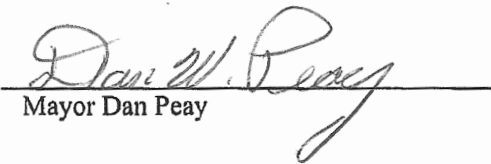
  
Mr. Sweazey


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

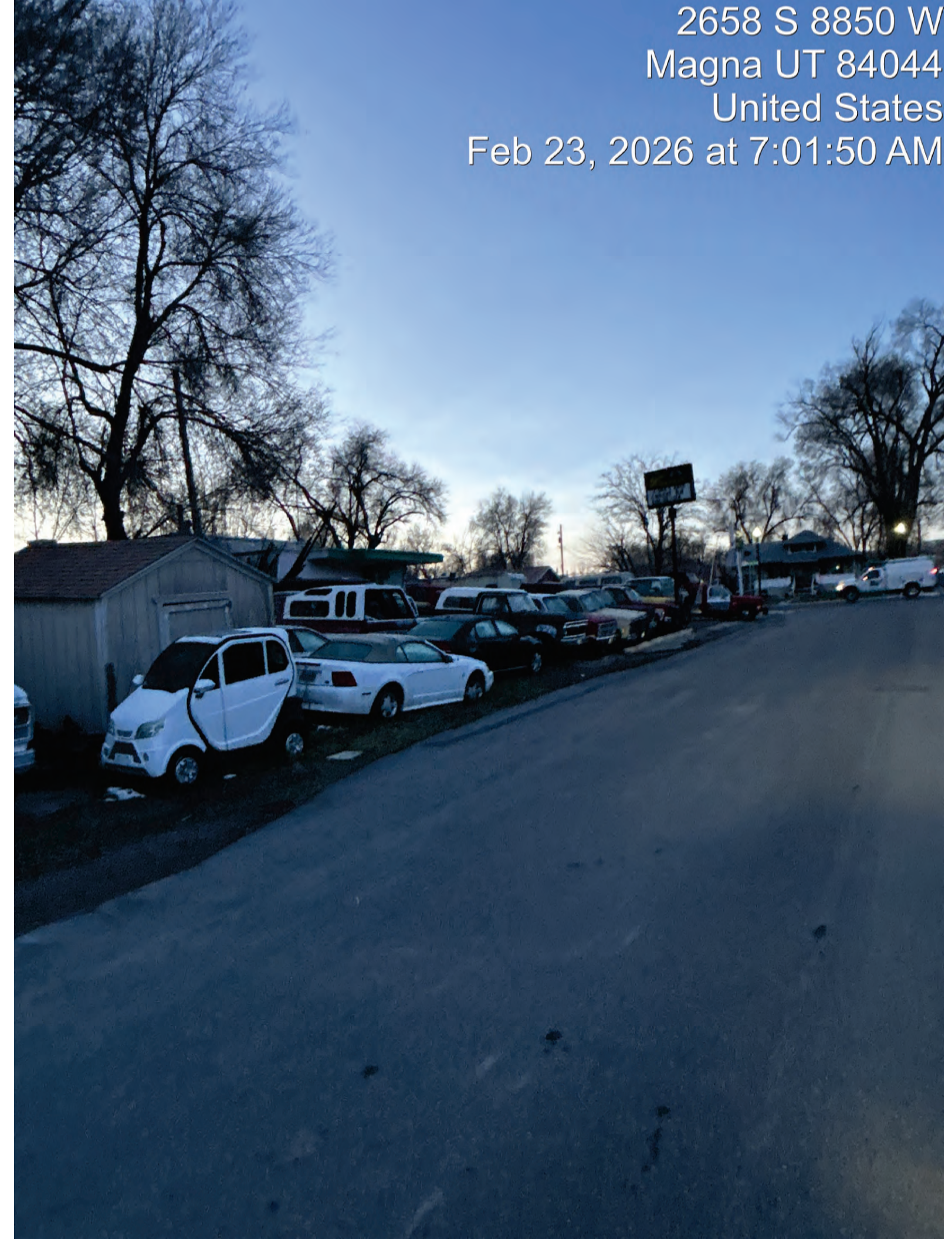
479

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

