



**NOTICE AND AGENDA**  
**SOUTH OGDEN CITY PLANNING COMMISSION MEETING**  
**THURSDAY, JULY 11, 2019**

Notice is hereby given that the South Ogden City Planning Commission will hold a meeting July 11, 2019, beginning at 6:15 p.m. in the Council Chambers located at 3950 Adams Avenue, South Ogden, Utah.

A briefing session will be held at 5:30 pm in the conference room and is open to the public.

**I. CALL TO ORDER AND OVERVIEW OF MEETING PROCEDURES** - Chairman Raymond Rounds

**II. PUBLIC HEARING**

To Receive and Consider Comments on the Proposed Development Agreement with Steven L. Nielsen for a Nielsen's Frozen Custard and Diner Located at 1498 E 5600 S

**III. SPECIAL ITEMS**

Consideration and Recommendation on Proposed Development Agreement with Steven L. Nielsen for a Nielsen's Frozen Custard and Diner Located at 1498 E 5600 S


**IV. OTHER BUSINESS**

**V. PUBLIC COMMENTS**

**VI. ADJOURN**

Posted and emailed to the State of Utah Public Notice Website on July 8, 2019.

The undersigned, duly appointed city recorder, does hereby certify that a copy of the above notice and agenda was posted in three public places with the South Ogden City limits on July 8, 2019. These public places being City Hall (1<sup>st</sup> and 2<sup>nd</sup> floors), the city website ([www.southogdencity.com](http://www.southogdencity.com)), and emailed to the Standard-Examiner. Copies were also mailed to each commissioner.

  
Leesa Kapetanov, City Recorder

In compliance with the Americans with Disabilities Act, individuals needing special accommodations, including auxiliary communicative aids and services during the meeting should notify Leesa Kapetanov at 801-622-2709 at least 48 hours in advance.

# STAFF REPORT



**SUBJECT:** Consideration of a Development Agreement for Nielsen’s Frozen Custard at 1498 E. 5600 South Within a Gateway General Subdistrict of the South Ogden City Commercial Form Based Code

**AUTHOR:** Mark Vlastic

**DEPARTMENT:** City Planner

**DATE:** July 11, 2019

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## BACKGROUND

Under consideration is a proposed Development Agreement between the applicant and the City of South Ogden to facilitate development of a fast-food drive-in restaurant on the .91-acre site located at 1498 E. 5600 S. While the use is permitted within the Gateway General Subdistrict, there are several requirements in the existing code that disqualify the project as proposed. These concern the location and configuration of parking areas and the drive-through window, signage, and the lack of providing a connection between the proposed building and the street edge.

The development agreement acknowledges that the proposed use should meet the general requirements of the Gateway General zoning ordinance, while permitting the project to be designed and developed in a manner that is consistent with other Nielsen’s Frozen Custard facilities in the region. The development agreement indicates that permitting the use to deviate from some of the established zoning requirements will allow the site to be developed in a manner that is consistent with the ideal of creating a comprehensive and high-quality project, which in turn will beautify the site while providing significant economic benefit for the community at large.

## DISCUSSION

Utah law permits local governments to enter into development agreements with property owners (see UTAH CODE § 10-9a-102,5). When judiciously applied, development agreements provide benefits to both the developer and the local government. For example, a development agreement provides the developer with certainty as to the regulations and requirements that will be imposed upon the project while helping to ensure that the development will proceed in accordance with long-range planning goals of the city.

A development agreement can be advantageous to both parties by facilitating a development process governed by cooperation rather than confrontation. Development agreements can also

reduce costs and administration for both parties, and facilitate a project that is beautiful, workable, and sellable – common goals of the developer and the local government. It should be noted that the scope of a development agreement is limited, because local governments cannot enter into contracts that exceed their constitutional or statutory powers.

That said, development agreements should be the exception rather than the norm, in order to avoid the establishment of precedence. They should only be considered in situations where the general intent of the established zoning is maintained. One of the main concerns of using development agreements is related to the establishment of precedence for additional actions in the future.

While not specified in the development agreement, one of the primary reasons the proposed use did not meet the established zoning requirements is the result of challenging site conditions and steep topography of the site and surroundings. There is significant grade change from Harrison Boulevard on the east to the west edge of the site. Furthermore, the narrow and linear configuration of the site, with fast-moving roadways lining the east, west and south edges further exacerbates the challenge. In other words, this is a difficult site to develop regardless of the established zoning.

## **RECOMMENDATION**

Staff believes that the proposed development agreement has been carefully crafted to ensure the general intent of the General Plan is maintained. The proposed use fits well into the challenging site, resulting in a project that benefits the applicant and city alike.

Staff recommends a positive recommendation to the City Council.

When recorded, return to:

South Ogden City  
Attn: City Attorney  
3950 S Adams Ave, Suite 1  
South Ogden, UT 84403

Parcel Number:  
07-004-0045 at 1498 E. 5600 S.

## **DEVELOPMENT AGREEMENT**

THIS DEVELOPMENT AGREEMENT (“DA”) is made and entered as of the \_\_\_\_ day of \_\_\_\_\_ 2019, by and among South Ogden City, a political subdivision of the State of Utah (the “City”), and Steven L. Nielsen (the “Developer”).

### **RECITALS**

- A. The capitalized terms used in these Recitals are defined in Section 1.b, below.
- B. Effectiveness of this DA is contingent on DEVELOPER closing on the purchase of the PROJECT PROPERTY as required by Article 2 of this DA.
- C. The PROJECT PROPERTY is currently assigned the Gateway General zoning designation as set forth in Title 10, Chapter 5, Article B within the South Ogden City Code, as amended by Ordinance 17-21, 11-21-2017, eff. 11-21-2017.
- D. The PARTIES desire that the PROJECT PRPOERTY be developed in a unified and consistent fashion under the Gateway General Subdistrict within the CITY’S FORM BASED CODE, with the herein described exceptions.
- E. Development of the PROJECT PROPERTY as a retail food business under this DA is acknowledged by the COUNCIL and PARTIES to follow LUDMA and generally the Gateway General Subdistrict, and to operate to the benefit of the CITY, DEVELOPER, and the general public.
- F. The PARTIES acknowledge that development of the PROJECT PROPERTY under this DA will result in significant planning and economic benefits to the CITY and its residents by, among other things, requiring orderly redevelopment of the PROJECT PROPERTY and increasing property tax, sales tax, and other revenues to the CITY based on improvements to be constructed on the PROJECT PROPERTY.
- G. Development of the PROJECT PROPERTY under this DA will also result in significant benefits to DEVELOPER by providing assurances to DEVELOER it can develop the PROJECT PROPERTY according to this DA.

- H. The PARTIES have cooperated in the preparation of this DA.
- I. The PARTIES desire to enter into this DA to specify the rights and responsibilities of DEVELOPER to develop the PROJECT PROPERTY and the rights and responsibilities of the CITY to allow and regulate such development under the requirements of this DA.
- J. The PARTIES understand and intend that this DA is a “Development Agreement” within the meaning of, and entered into under, Utah Code Ann. § 10-9a-102 and SOCC11-3-1G.
- K. The PARTIES agree that the current Gateway General Zoning Regulations will not apply in their entirety in the development of the PROJECT PROPERTY but that the PROJECT PROPERTY will be developed in a manner consistent with CITY’S intent to see quality, cohesive redevelopment in this area of the city to the benefit of CITY residents.
- L. The PARTIES agree that use of the current pole sign is allowed and that the sign may be moved but shall remain the same height, width and have the same square footage of signage.
- M. The PARTIES agree that in addition to use of the existing pole sign (as addressed in “L” above) DEVELOPER’S Signage Plan, as provided in Exhibit “A” is hereby approved with this DA.
- N. The PARTIES agree that DEVELOPER will not be required to construct landscaping within the parking spaces as per the requirements of the FORM BASED CODE. As an offset to this exception, DEVELOPER agrees to increase the intensity of landscaping within the other landscaped areas of the PROJECT PROPERTY.
- O. The PARTIES agree that DEVELOPER will not be required by the CITY to construct curb, gutter and sidewalk along UDOT-owned Harrison Blvd. but that DEVELOPER will be allowed to do so at DEVELOPER’S discretion.
- P. The PARTIES agree that should the CITY determine to construct a “Pedestrian Crossing” across 5600 South at the PROJECT PROPERTY, DEVELOPER will contribute \$2,500 towards the cost of the project. The location of the “Pedestrian Crossing” will be at a location determined best by the CITY.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the PARTIES agree to the following:

## TERMS

### 1. Incorporation of Recitals and Exhibits/Definitions.

a. Incorporation. The foregoing Recitals and Exhibits “A”, and “B” are incorporated into this DA.

b. Definitions. As used in this DA, the words and phrases specified below shall have the following meanings:

- i. “DA” means this Development Agreement including all of its Exhibits.
- iii. “City” means South Ogden City, a political subdivision of the State of Utah.
- iv. “City Code” means the South Ogden City Code, as amended.
- v. “Concept Plan” means the documents provided by Developer for the Project, which is attached as Exhibit “A”.
- vi. “Council” means the elected City Council of the City.
- vii. “Developer” means Steven L. Nielsen, and His assignees or transferees as permitted by this DA (other than a Sub developer).
- viii. “Development” means the development of a Parcel or a portion thereof under an approved Development Application.
- ix. “Development Application” means an application to the City for development of a portion of the Project including a Subdivision or any other permit, certificate or other authorization from the City required for development of the Project.
- x. “Form Based Code” means specific regulations applied to the Gateway General Subdistrict within the City’s Zoning Regulations.
- xi. “LUDMA” means the Municipal Land Use, Development, and Management Act, Utah Code Ann. §§10-9a-101, et seq.
- xii. “Notice” means any notice to or from any party to this DA.
- xiii. “Parties” mean the City and Developer. Each may be referred to individually as a “Party.”
- xvi. “Planning Commission” means the City's Planning Commission.

- xvii. “Project” means the total development to be constructed on the Project Property under this DA with the associated public and private facilities, Phases, and the other aspects approved as part of this DA.
- xviii. “Project Property” means approximately .91 acres of land located at 1498 E. 5600 S. in South Ogden, parcel number 07-004-0045, more particularly described in Exhibit “B” attached hereto.
- xix. “Site Plan” all documents necessary under City Code 10-5.1A-10-2E
- xx. “Substantial Completion” means the date at which Certificate of Occupancy has been issued for all buildings shown on the Site Plan.
- xxi. “Zoning” means the zoning for the Project.
- xxii. “Zoning Ordinance” means the Zoning Regulations within the City Code.

**2. Conditions Precedent.** As conditions precedent to the obligations of the Parties, this DA is contingent upon and shall only become effective at such time, and in the event that:

- a. Developer closes on the purchase of the Project Property by September 1, 2020.
- b. Developer obtains all necessary planning entitlements, e.g., site plan approval, from the City’s Staff Review Committee.

The Parties understand and agree that the Project Property is intended to meet the general requirements of the Gateway General zoning ordinance but that this DA shall control the Parties rights and obligations, subject to Section 5, below. Unless the Parties mutually agree to amend this DA under paragraph 21, below, and the above listed Conditions Precedent are not met within 2 years from the date of signatures to this agreement, this DA shall be void.

**3. Effect of DA.** This DA shall be the sole agreement between the Parties related to developing the Project Property except as it may be modified by agreement of the Parties.

**4. Development of the Project Property.**

- a. Project Development. Development of the Project Property shall be under the permitted uses of the Gateway General Subdistrict to include: development of a retail food establishment and accessory sub-uses; specific development standards within the Zoning Ordinance and this DA, including the Conditions Precedent set forth herein, as outlined in Section 2, and the following:
  - i. Construction of a new diner-theme food establishment with the necessary traffic flow through the site and drive thru.

- ii. The Project shall be constructed in a manner similar to the Nielsen's Frozen Custard store in South Jordan, Utah.
  - iii. The Project shall beautify the property with attractive, well maintained landscaping.
  - iv. The Project shall move and continue to utilize the pole sign currently on the property but shall not increase or change the sign's size.
  - v. The Project shall be designed and constructed in a manner consistent with and shall not substantially deviate from the Conceptual Site Plan, Signage Plan and Architectural Renderings attached to the DA as Exhibit A.
- e. Approval Processes. Development approval of the Project shall follow the review processes outlined in 10-5.1A-10-2(B)(E) within the Zoning Ordinance and this DA.
- f. Project Fees. The Parties acknowledge that the City charges impact fees, building permit fees, and other fees and that Developer will be subject to all applicable and customary fees.

**5. Vested Rights and Reserved Legislative Powers.**

- a. Vested Rights Granted by Approval of this DA. To the maximum extent permissible under the laws of Utah and the United States and at equity, the Parties intend that this DA grants Developer the right to develop and construct the Project consistent with the uses and building types as provided in the Gateway General Subdistrict and this DA. The Parties intend that the rights granted to Developer and City under this DA are contractual and also those rights that exist under statute, common law and at equity. The Parties specifically intend that the Gateway General Subdistrict and this DA, grant to Developer "vested rights" as that term is construed in Utah's common law and under Utah Code Ann. § 10-9a-509. If any such conditions subsequent are not performed then vested rights shall be deemed to have lapsed.
- b. Reserved Legislative Powers. The Parties acknowledge that any exception to the vested rights must meet the compelling, countervailing public interest standard in Utah Code Aim. §10-9a-509.
- c. Legislative Discretion. Nothing in this DA shall be interpreted to usurp the independent exercise of the legislative discretion of the Planning Commission and Council.

**6. Developer's Non-Performance.** Should Developer fail to meet or perform the obligations defined within this DA, or if Substantial Completion of the Project has not been accomplished within three (3) years of the date of this DA, absent any extensions by further agreement of the Parties, this DA shall be automatically terminated. Parties shall have no further rights or obligations hereunder.



7. **Term of Agreement.** The term of this DA shall be until July 31, 2022. This DA shall also terminate automatically at Buildout.

8. **City Obligations for Improvements.** In connection with the Project, the City confirms that it has the utility infrastructure to provide water, sewer, and stormwater service to the Project and that such infrastructure exists within a reasonable distance of the Project Property. The City also agrees that it will permit Developer to connect to the City's water, sewer, and storm drain upon payment of all applicable fees. Developer acknowledges that all other necessary utilities, including but not limited to electrical and natural gas service, are the responsibility of Developer.

9. **Upsizing.** Upon request from the City, Developer shall “upsized” any public infrastructure (i.e., to construct the infrastructure to a size larger than required to service the Project) provided that the City arranges to compensate Developer for the reasonable costs of such upsizing by the date on which such infrastructure is installed by Developer. For example, if an upsized to a water pipe size increases costs by 10% but adds 50% more capacity, the City shall only be responsible to compensate Developer for the 10% cost increase. Acceptable financial arrangements for upsizing of improvements include reimbursement agreements, payback agreements, pioneering agreements, and impact fee credits and reimbursements.

10. **Developer to Indemnify the City.** Developer shall, protect, indemnify, save harmless and defend the City and its agents, employees, officers and elected officials against any claims, demands, judgments, expenses, and all other damages of every kind and nature made, rendered, or incurred by or in behalf of any person or persons whomsoever, including the Parties and their employers, which may arise out of any act or failure to act, work or other activity related in any way to the Project, by Developer, Developer's agents, employees, subcontractors, or suppliers in the performance and execution of the work/development contemplated by this DA. This indemnification provision shall not apply to any claims or liabilities that are unrelated to the Project or this DA.

11. **Notices.**

a. **Notice Addresses.** All notices required or permitted under this DA shall be given in writing by certified mail and regular mail to these addresses:

**To Developer:**

Steven L. Nielsen  
177 East Oakridge Drive  
Bountiful, Utah 84010

**To the City:**

South Ogden City  
Attn: City Manager  
3950 Adams Ave. Suite 1

South Ogden City, UT 84403

- b. Effectiveness of Notice. Each Notice shall be effective and shall be deemed delivered on the day the Notice is postmarked for mailing, postage prepaid, by Certified United States Mail and actually deposited with or delivered to the United States Postal Service.

Any party may change its address for Notice under this DA by giving written Notice to the other Parties.

## **12. Assignment and Transfer of Development.**

- a. Assignment. Developer shall not assign His obligations under this Agreement or any rights or interests herein, and, except as provided below, shall not convey the Project or any portion therefor, without the prior written consent of the City, which consent shall not be unreasonably withheld, conditioned, or delayed if the proposed transferee (a) has, in the sole opinion of the City, the qualifications and financial resources necessary and adequate to fulfill the obligations of Developer under this Agreement and any then-applicable documents necessary to complete development; and (b) by instrument in writing, has expressly assumed the obligations of Developer under this Agreement and all then-applicable additional agreements and agreed to be subject to the conditions and restrictions arising under this Agreement or any other related development documents. If only a portion of the Project is assigned and/or conveyed under this Section 13, a reasonable allocation of Developer's duties appurtenant to that portion will be made.

- b. Security Interests. This Section 12 shall not prohibit granting any security interests for financing the acquisition and development of the Project, subject to Developer complying with applicable law and the requirements of this DA.

- c. Change in Control. A change in ownership or control of the Project or Project Property shall be deemed a transfer requiring the consent of the City, which consent shall not be unreasonably withheld, conditioned, or delayed under the requirements of this Section 12. Notwithstanding the foregoing sentence, transferring all or a portion of the Project or change in the majority ownership or control of the Development shall NOT be considered a transfer under these circumstances: (i) a transfer occurs to an entity that is an affiliate of Developer, (ii) a transfer or change in ownership occurs because of a merger or acquisition of the Development resulting in Developer and His principal(s) having the majority interest and control of the succeeding or resulting entity, or (iii) a transfer occurs only by way of security for, and only for, the purpose of obtaining financing to enable Developer, or His permitted successor in interest, to perform His/Its obligations under this Agreement or any of the development related documents. If because of these described actions one or more new principals become associated with the Project, such principals shall sign a counterpart of this agreement evidencing their personal guaranty of Developer's obligations. For purposes of this section, an "affiliate" is an entity in which the owner(s) of the Development both holds an ownership stake of not less than 50 percent and over which the Developer is able to exert control.

**13. Appointment of Representatives.** To further the commitment of the Parties to cooperate in implementing this DA, the City and Developer each shall designate and appoint a representative to act as a liaison between the City and its various departments and Developer. The initial representative for the City and the CDRA shall be Matthew Dixon, City Manager, and the initial representative for Developer shall be the Developer, Steven L. Nielsen. The Parties may change their designated representatives by Notice. The representatives shall be available at all reasonable times to discuss and review the performance of the Parties to this DA and developing the Project.

**14. Mutual Drafting.** Each party has participated in negotiating and drafting this DA and therefore no provision of this DA shall be construed for or against either party based on which party drafted any particular portion of this DA.

**15. Waiver of Jury Trial; Attorneys' Fees.** All disputes or claims arising under this DA shall be mediated by a mediator to be agreed upon by the Parties. If, after good faith efforts by the Parties, mediation is unsuccessful in resolving the dispute(s), any remaining controversy or claims arising out of or relating to this DA, or a breach thereof, shall be resolved by bench trial in the District Courts for the Second Judicial District, Weber County, Utah. The prevailing Party in any such action may recover all costs, including reasonable attorneys' fees, incurred in enforcing this Agreement. The Parties waive their right to a jury trial of any disputes or claims arising under this DA.

**16. Applicable Law.** This DA is entered into in Weber County in the State of Utah and shall be construed under the laws of the State of Utah despite Utah's choice of law rules.

**17. Venue.** Subject to Section 16, supra, any action to enforce this DA shall be brought only in the Second District Court for the State of Utah, Weber County.

**18. No Waiver.** Failure of any party to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such party to exercise at some future date any such right or any other right it may have.

**19. Severability.** If any provision of this DA is held by a court of competent jurisdiction to be invalid, the Parties consider and intend that this DA shall be deemed amended to the extent necessary to make it consistent with such decision and the balance of this DA shall remain in full force and affect.

**20. Limitations on Damages.** UNDER NO CIRCUMSTANCE SHALL ANY PARTY BE ENTITLED TO RECOVER (I) LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, (II) PENALTIES, OR (III) SPECIAL, PUNITIVE, TREBLE, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES.

**21. Entire Agreement.** This DA and all Exhibits, constitute the entire agreement between the Parties and may not be amended or modified except either as provided herein or by a subsequent written amendment signed by all Parties.

22. **Recordation and Running with the Land.** This DA shall be recorded in the chain of title for the Project. This DA shall be deemed to run with the land.

23. **Authority.** The Parties to this DA each warrant they have the authority to execute this DA. Specifically, on behalf of the City, the signature of the Mayor, or designee, of the City is affixed to this DA lawfully binding the City on \_\_\_\_\_.

IN WITNESS WHEREOF, the Parties have executed this DA by and through their respective, duly authorized representatives as of the day and year first herein above written.

DRAFT

**SOUTH OGDEN CITY**

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

State of Utah            )  
      §  
County of Weber        )

On this \_\_\_\_ day of \_\_\_\_\_, the year \_\_\_\_\_, before me, \_\_\_\_\_ a notary public, personally appeared \_\_\_\_\_, proved on the basis of



On this \_\_\_\_ day of \_\_\_\_\_, the year \_\_\_\_\_, before me, \_\_\_\_\_ a notary public, personally appeared \_\_\_\_\_, proved on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged he/she executed the same.

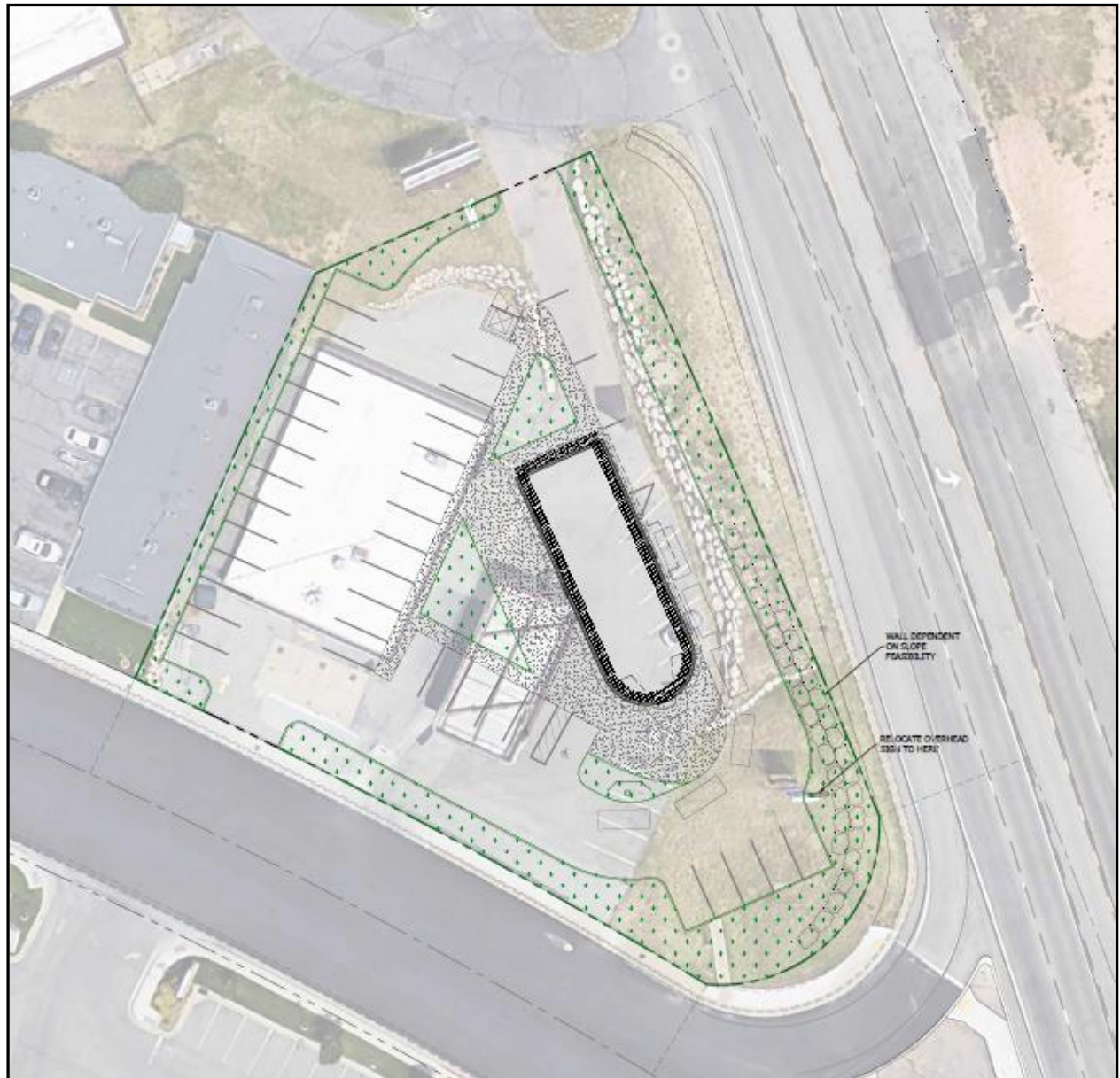
Witness my hand and official seal.

\_\_\_\_\_  
(notary signature)

(seal)

DRAFT

**Exhibit "A"**  
**Concept Plan and Architectural Renderings**





Nielsen  
Frozen Custard

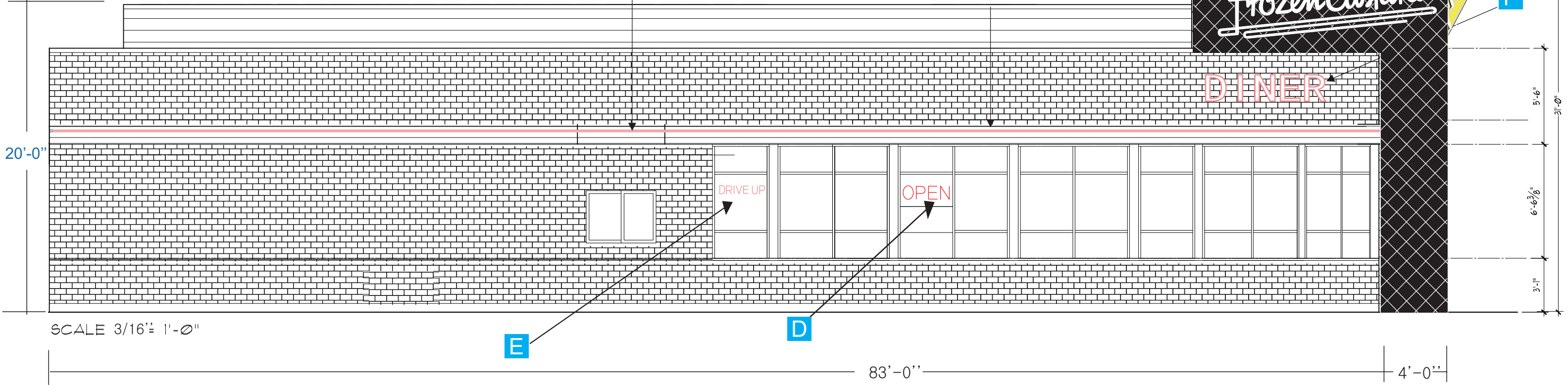
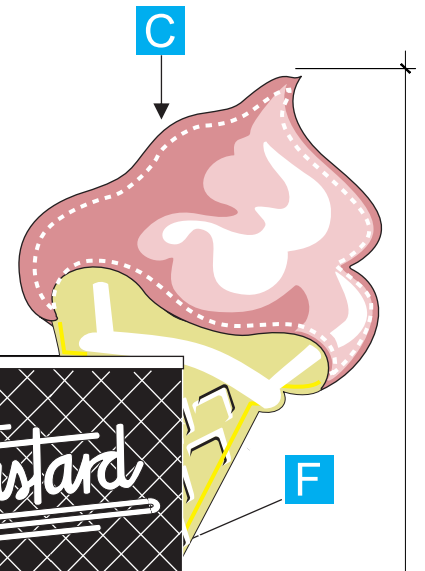
DINER

WALK UP

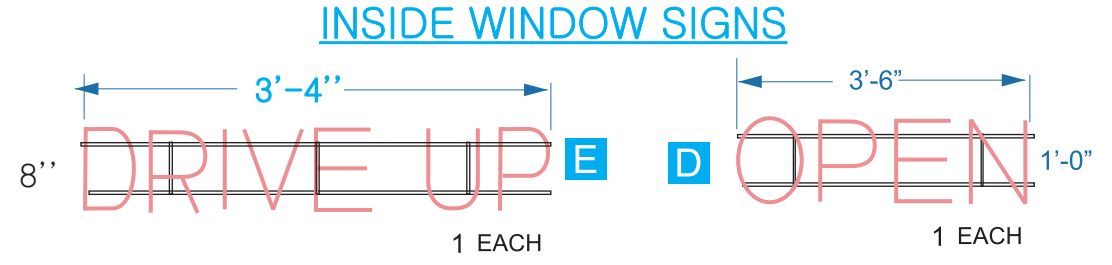
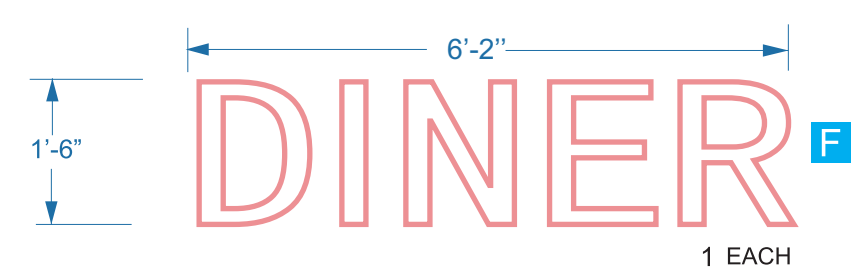




- A** Exposed 15mm Rose neon bordering tubing 4 elevations  
Remote transformers (approx: 190' field verify)
- B** .125 aluminum backing with gloss white enamel finish  
15mm White neon lettering Remote transformers
- C** Ice Cream Cone all metal / aluminum construction  
Painted graphic detail  
15mm yellow neon cone. 15mm Rose neon ice cream
- D** OPEN 15mm Tangerine neon. Window mounted keystone framing.  
Remote attached to frame. Install hanging in window area. include cord / plug
- E** Drive Up 15mm Tangerine neon. Window mounted keystone framing.  
Remote attached to frame. Install hanging in window area. include cord / plug
- F** DINER 15mm Rose neon.  
Mount directly to the building fascia with thru-wall wiring. Remote Transformer



SCALE 3/16" = 1'-0"



**NFP**

R-1 : X/X/XX - DESCRIPTION

Sales Dept: \_\_\_\_\_ Designer: \_\_\_\_\_ Print Dept: \_\_\_\_\_ Shop Production: \_\_\_\_\_ Install Manager: \_\_\_\_\_

**NIELSEN'S FROZEN CUSTARD**

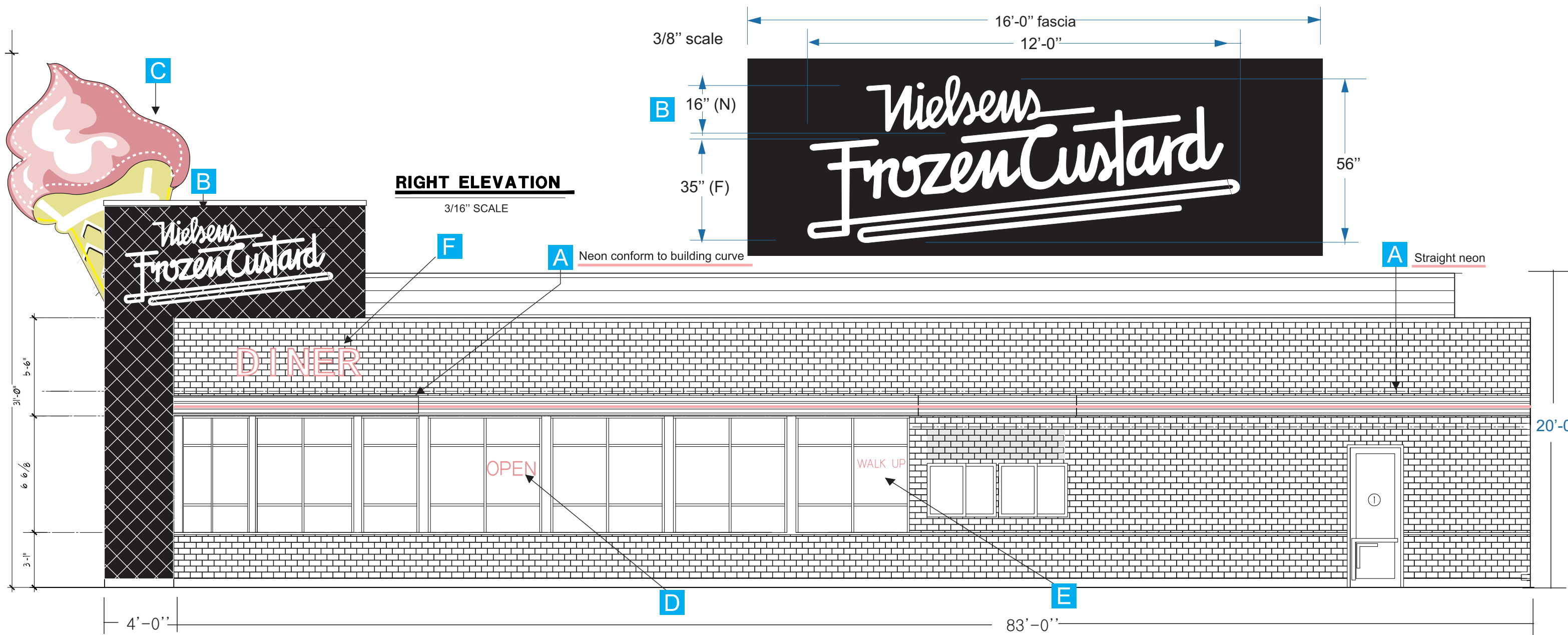
**IMPACT SIGNS**  
SERVING OUR CLIENTS NATIONALLY

2236 S. 3270 W. Salt Lake City, UT  
Phone: 801-972-5101  
Fax: 801-972-2530  
www.impact-signs.com

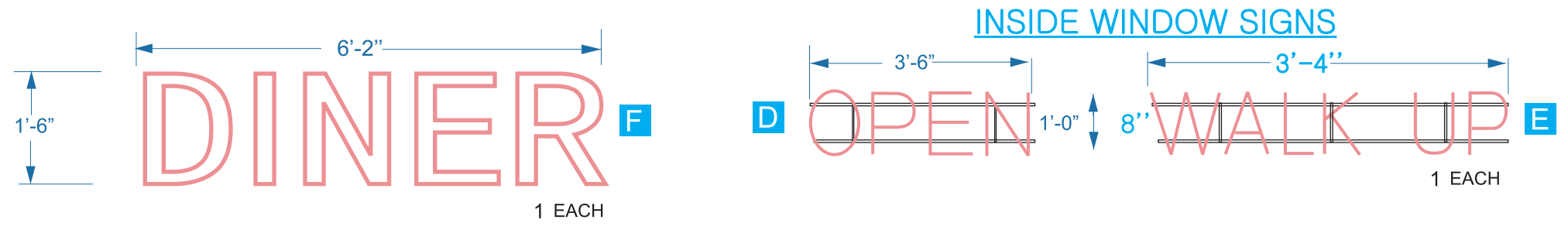
Customer responsible for providing electrical service to sign.  
Impact Signs will not be held liable for any underground damage during excavations.  
Colors depicted may not match actual colors on finished product.  
This drawing is the property of IMPACT SIGNS All rights reserved.

CUSTOMER APPROVAL \_\_\_\_\_ DATE \_\_\_\_\_

Address: \_\_\_\_\_ Designer: \_\_\_\_\_  
Contact: DOUG NIELSEN Sales: \_\_\_\_\_  
Origin Date: 6/19/19 Proof Date: \_\_\_\_\_ Proof #: 1 Page: 1 of 4 Scale: AS INDICATED



- A** Exposed 15mm Rose neon bordering tubing 4 elevations  
Remote transformers (approx: 190' field verify)
- B** .125 aluminum backing with gloss white enamel finish  
15mm White neon lettering Remote transformers
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Mount directly to the building fascia with thru-wall wiring. Remote Transformer



Sales Dept: \_\_\_\_\_ Designer: \_\_\_\_\_ Print Dept: \_\_\_\_\_ Shop Production: \_\_\_\_\_ Install Manager: \_\_\_\_\_

## NIELSEN'S FROZEN CUSTARD

**IMPACT SIGNS**  
SERVING OUR CLIENTS NATIONALLY

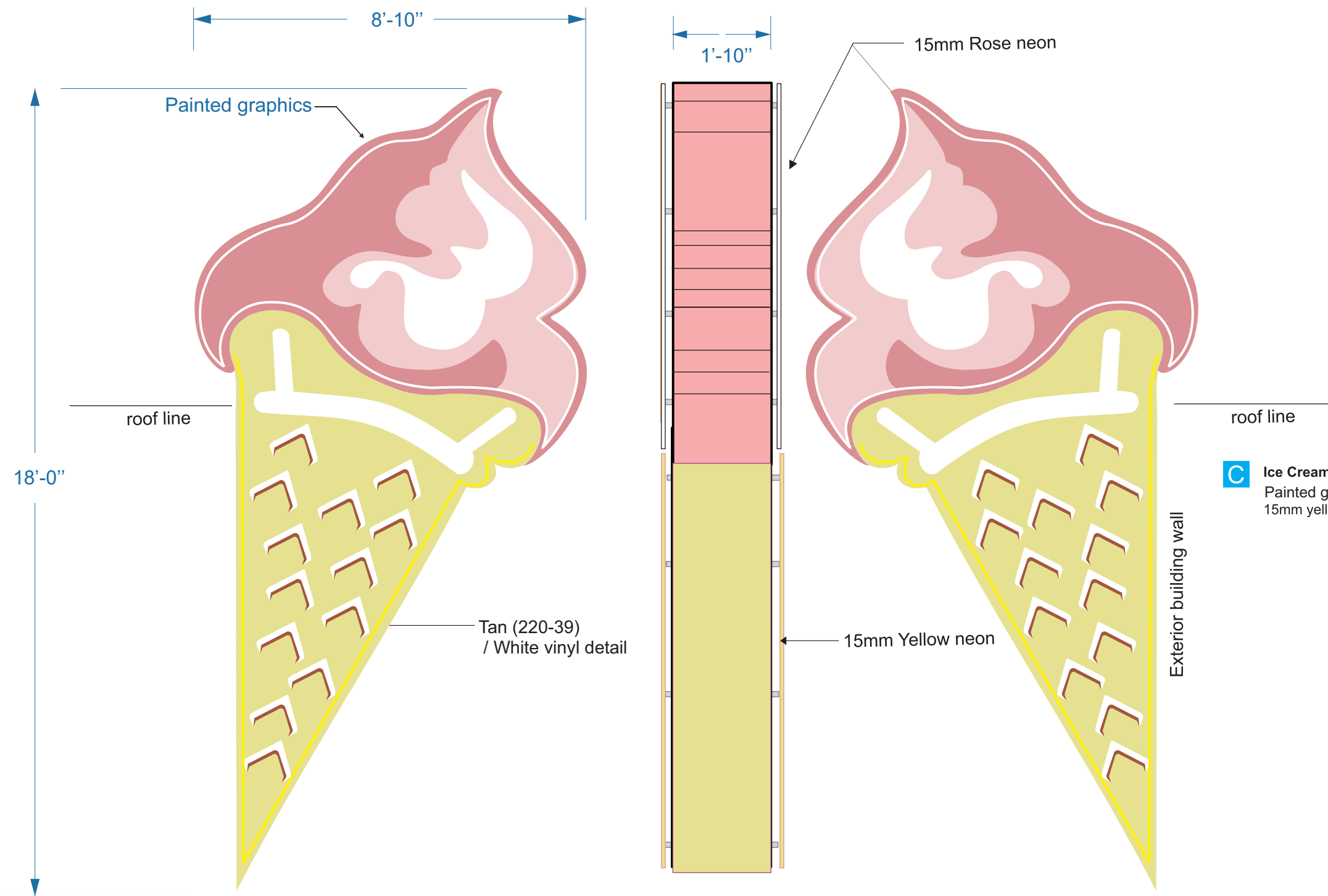
2236 S. 3270 W. Salt Lake City, UT  
Phone: 801-972-5101  
Fax: 801-972-2530  
www.impact-signs.com

Customer responsible for providing electrical service to sign.  
Impact Signs will not be held liable for any  
underground damage during excavations.  
Colors depicted may not match actual colors on finished product.  
This drawing is the property of IMPACT SIGNS All rights reserved.

CUSTOMER APPROVAL \_\_\_\_\_ DATE \_\_\_\_\_

Address: \_\_\_\_\_ Designer: \_\_\_\_\_  
Contact: DOUG NIELSEN Sales: \_\_\_\_\_  
Origin Date: 6/19/19 Proof Date: \_\_\_\_\_ Proof #: 1 Page: 3 of 4 Scale: AS INDICATED

- PMS # \_\_\_\_ 197-C
- PMS # \_\_\_\_ 196-C
- PMS # \_\_\_\_ 1215-C



**C** Ice Cream Cone all metal / aluminum construction  
 Painted graphic detail  
 15mm yellow neon cone. 15mm Rose neon ice cream

**NFP**

R-1 - X/X/XX - DESCRIPTION

Sales Dept: \_\_\_\_\_ Designer: \_\_\_\_\_ Print Dept: \_\_\_\_\_ Shop Production: \_\_\_\_\_ Install Manager: \_\_\_\_\_

**NIELSEN'S FROZEN CUSTARD**

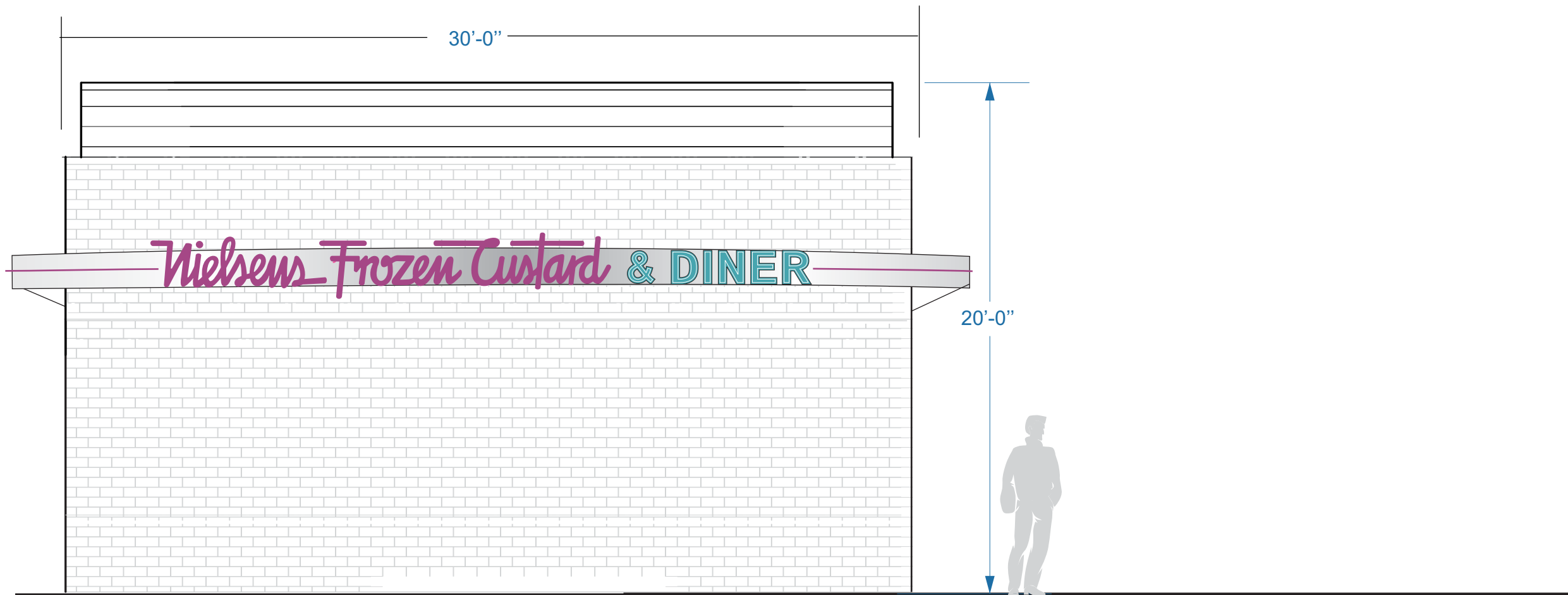


2236 S. 3270 W. Salt Lake City, UT  
 Phone: 801-972-5101  
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Customer responsible for providing electrical service to sign.  
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CUSTOMER APPROVAL \_\_\_\_\_ DATE \_\_\_\_\_

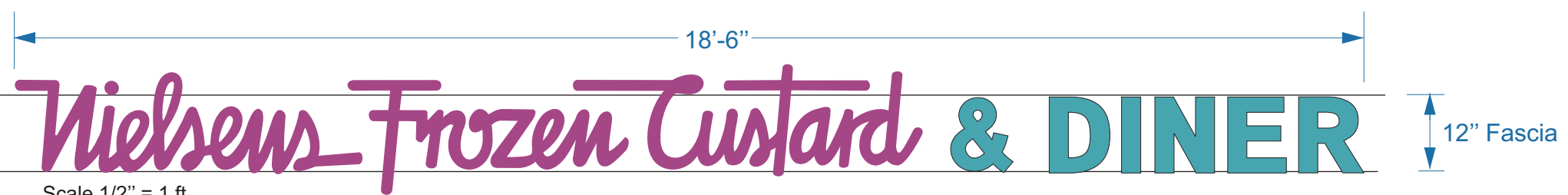
Address: \_\_\_\_\_ Designer: MARK  
 Contact: DOUG NIELSEN Sales: MARK  
 Origin Date: 6/19/19 Proof Date: \_\_\_\_\_ Proof #: 1 Page: 4 of 4 Scale: TED



**EAST ELEVATION**

Scale 1/4" = 1 ft.

28'-0" x 17'-0" = 476 sq. ft.  
 476 sq. ft. x 5% = 23.8 sq. ft. allowed



Scale 1/2" = 1 ft.

14" X 222" = 21.5 sq. ft. average

1.25 aluminum backing with natural aluminum finish  
 15mm Turquoise neon reading "& Diner"  
 15mm Rose neon reading "Nielsen's Frozen Custard"  
 Mount on the east elevation as shown with remote transformers

**NFP**

R-1 : X/X/XX - DESCRIPTION

Sales Dept: \_\_\_\_\_ Designer: \_\_\_\_\_ Print Dept: \_\_\_\_\_ Shop Production: \_\_\_\_\_ Install Manager: \_\_\_\_\_

**NIELSEN'S FROZEN CUSTARD**



2236 S. 3270 W. Salt Lake City, UT  
 Phone: 801-972-5101  
 Fax: 801-972-2530  
 www.impact-signs.com

Customer responsible for providing electrical service to sign.  
 Impact Signs will not be held liable for any underground damage during excavations.  
 Colors depicted may not match actual colors on finished product.  
 This drawing is the property of IMPACT SIGNS All rights reserved.

CUSTOMER APPROVAL \_\_\_\_\_ DATE \_\_\_\_\_

Address: \_\_\_\_\_ Designer: MARK  
 Contact: DOUG NIELSEN Sales: MARK  
 Origin Date: 9/9/15 Proof Date: \_\_\_\_\_ Proof #: 1 Page: 4 of 4 Scale: AS INDICATED

**Exhibit "B"**  
**Project Property Description**  
**Legal Description**

PART OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUATER OFSECTION 15, TOWNSHIP 5, NORTH, RANGE 1 WEST, SALT LAKE BASEAND MERIDIAN, U.S. SURVEY: BEGINNING AT A POINT WHICH ISNORTH 18 FEET MORE OR LESS (17.87 FEET) ALONG THE QUARTERSECTION LINE TO THE CENTERLINE OF THE EXISTING STATE HIGHWAY,NORTH 31D27' WEST 840 FEET, SOUTH 58D33' WEST 75 FEET, SOUTH58D17' WEST 185.72 FEET ALONG AN EXISTING FENCE, AND SOUTH22D45' WEST 85.00 FEET ALONG A FENCE AND SOUTH 67D00' EAST 250FEET, FROM THE SOUTHEAST CORNER OF SAID SOUTHWEST QUARTER ANDRUNNING THENCE SOUTH 22D45' WEST 143 FEET, MORE OR LESS, TONORTH LINE OF STREET; THENCE SOUTHEASTERLY ALONG SAID NORTHSTREET LINE 305 FEET, MORE OR LESS, TO THE WEST LINE OF STATEHIGHWAY; THENCE NORTHERLY ALONG THE WEST LINE OF THE STATEHIGHWAY 375.4 FEET (RADIUS=3768.8 FEET); THENCE SOUTH 65D WEST94 FEET, MORE OR LESS, TO THE POINT OF BEGINNING. EXCEPT THAT PART IN STATE HIGHWAY. LESS AND EXCEPTING THEREFROM THAT PORTION OF THE SUBJECTPROPEY AS DISCLOSED BY THAT CERTAIN WARRANTY DEED RECORDED OCTOBER 27, 1977 AS ENTRY NO. 715586 IN BOOK 1205 AT PAGE 103BEING DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE WESTERLY RIGHT OFWAY LINE OF PROJECT S-162(3)(ALSO KNOWN AS SR-203, HARRISONBOULEVARD) AND THE NORTHERLY RIGHT OF WAY LINE OF PROJECT FAP62-B (5600 SOUTH STREET, SOUTH OGDEN), WHICH POINT IS 301.05FEET NORTH 57D35' WEST OF THE SOUTHEAST CORNER OF SAIDSOUTHWEST QUARTER OF SECTION 15 (WHICH CORNER WAS RESTORED BYTHE WEBER COUNTY SURVEYOR IN 1960) SAID POINT BEING 65 FEETRADIALLY DISTANT WESTERLY FROM THE CENTER LINE OF PROJECTSP-1641 AT ENGINEER STATION 8+20; THENCE NORTHERLY 115.0 FEETALONG THE ARC OF A 3,754.8 FOOT RADIUS CURVE TO THE LEFT(NOTE: TANGENT TO SAID CURVE AT ITS POINT OF BEGINNING BEARSNORTH 17D17' WEST) WHICH ARC IS THE EASTERLY BOUNDARY LINE OFSAID ENTIRE TRACT; THENCE SOUTHWESTERLY 85 FEET, MORE OR LESS,ALONG THE ARC OF A 50 FOOT RADIUS CURVE TO THE RIGHT (NOTE:TANGENT TO SAID CURVE AT ITS POINT OF BEGINNING BEARS SOUTH19D02' EAST)TO A POINT IN THE SOUTHWESTERLY BOUNDARY LINE OFSAID ENTITE TRACT; THENCE SOUTHEASTERLY 100.0 FOOT, MORE ORLESS, ALONG SAID SOUTHWESTERLY BOUNDARY LINE TO THE POINT OFBEGINNING AS SHOWN ON THE OFFICIAL MAP OF SAID PROJECT ON FILEIN THE OFFICE OF THE UTAH DEPARTMENT OF TRANSPORTATION.