

Office of the Davis County Recorder



Davis
COUNTY

Equal Housing Lender

Recorder
Richard T. Maughan
Chief Deputy
Laile H. Lomax

E 3573495 B 8514 P 229-244
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
5/31/2024 11:03 AM
FEE 0.00 Pgs: 16
DEP JMF REC'D FOR LAYTON
CITY

RETURNED

MAY 31 2024

THE UNDERLYING DOCUMENT ATTACHED HERETO IS AN ORIGINAL DOCUMENT SUBMITTED FOR RECORDING IN THE OFFICE OF THE COUNTY RECORDER OF DAVIS COUNTY, UTAH. THE DOCUMENT HAS INSUFFICIENT MARGIN SPACE FOR THE REQUIRED RECORDING ENDORSMENT STAMP. THIS PAGE BECOMES THE FRONT PAGE OF THE DOCUMENT FOR RECORDING PURPOSES.

THE DOCUMENT HEREIN RECORDED IS A Agreement
(Document Type)

09-048-0072
Tax Serial Number(s)

**AGREEMENT FOR DEVELOPMENT OF LAND BETWEEN LAYTON CITY AND
DOUBLE J INVESTMENTS LTD**

THIS AGREEMENT for the development of land (hereinafter referred to as "Agreement") is made and entered into this 20 day of May, 2024, between LAYTON CITY, a municipal corporation of the State of Utah (hereinafter referred to as "City"), and property owner DOUBLE J INVESTMENTS LTD (hereinafter referred to as "Owner"), with City and Owner collectively referred to as "Parties" and separately as "Party".

RECITALS

WHEREAS, in furtherance of the objectives of the Layton City General Plan, City has considered an application for a General Plan Amendment of approximately 5.2 acres and a zone change of approximately 3 acres of a certain property located at approximately 445 East Antelope Drive in Layton City (hereinafter the "Subject Area") (Tax ID 090480053 (now identified as 090480072 and 090480071) from A (Agriculture) to M-1 (Light Manufacturing/Industrial) as depicted on Exhibit A attached hereto; and

WHEREAS, Parties desire to enter into this Agreement to provide for the development of the Subject Area consisting of approximately 5.2 acres (depicted on Exhibit A), in a manner consistent with the City's General Plan and the intent reflected in that Plan; and

WHEREAS, City is willing to grant approval of M-1 zoning on the Subject Area, subject to Owner agreeing to certain limitations and undertakings described herein, which Agreement will provide protection to surrounding property and will enable the City Council to consider the approval of such development at this time; and

WHEREAS, City finds that entering into the Agreement with Owner is in the vital and best interest of the City and the health, safety, and welfare of its residents.

NOW, THEREFORE, each of the Parties hereto, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree as follows:

**ARTICLE I
DEFINITIONS**

The following terms have the meaning and content set forth in this Article I, wherever used in this Agreement:

- 1.1 "City's Undertakings" shall mean the obligations of the City set forth in Article III.
- 1.2 "Owner's Undertakings" shall have the meaning set forth in Article IV.
- 1.3 "M-1" zoning shall mean a manufacturing and industrial development with less intensive use. The largest portion of these types of use shall be contained inside of structures. The use, maximum density, site and building design standards of the M-1 zoning are regulated by Table 5-1 and 5-2 of the Zoning Regulation Chart and Chapter 19.08 of the Layton Municipal Code. These zoning districts are further restricted by the provisions set forth in Article IV.

ARTICLE II CONDITIONS PRECEDENT

2.1 This Agreement shall not take effect until City has approved this Agreement pursuant to a resolution of the Layton City Council.

2.2 M-1 zoning consistent with Exhibit A is a condition precedent to Owner's Undertakings in Article IV.

ARTICLE III CITY'S UNDERTAKINGS

3.1 Subject to the satisfaction of the conditions set forth in Article IV, City shall approve the rezone of a portion of the Subject Area from its present zoning A to M-1, as depicted on Exhibit A, with an effective date of no sooner than the effective date and adoption of this Agreement by the City Council. Any zoning amendment shall occur upon a finding by the City Council that it is in the best interest of the health, safety, and welfare of the citizens of Layton City to make such a change at this time. All permits and site plan reviews and approvals shall be made pursuant to City ordinances. Nothing herein shall be construed as a waiver of the required reviews and approvals required by City ordinance.

3.2 The proposed zoning changes are as reflected on Exhibit A for the overall area.

ARTICLE IV OWNERS' UNDERTAKINGS AND RIGHTS

After the Effective Date, and conditioned upon City's performance of its undertakings set forth in Article III, and provided Owner has not terminated this Agreement pursuant to Section 7.8, Owners agree to the following:

4.1 **Zoning.** Zoning and development of the Subject Area shall comply with the requirements listed herein. Once the Subject Property is zoned in accordance with Article II, development of the Subject Area shall comply with all applicable City rules, regulations, and codes.

4.2 Owner agrees to comply with all the requirements of the City Code prior to the approval of any site plan, preliminary plat, final plat, and/or building permit.

4.3 Any proposal to rezone the Subject Area from M-1 as depicted on Exhibit A to another zone shall require a General Plan amendment petition, rezone petition, and amendment to this Agreement.

4.4 **Land Use Regulations.** In addition to the land uses restricted by any easement recorded with the property, the following land uses shall be prohibited within the entire Subject Area (Tax ID 090480072) as depicted in Exhibit A: gasoline sales (wholesale); gasoline retail (no repairs); gasoline, petroleum products storage, Recreational Uses, Retail and Related Uses and Commercial and Related Services as specified in the Layton City Municipal Code 19.06.000 Tables 6-1 and 6-2 identified in Exhibit B.

4.5 **Development Requirements.** Before any development occurs and/or building permit(s)

are issued, the subject property, Tax ID: 090480053 (now identified as 090480072 and 090480071) shall be legally subdivided through a preliminary plat application with Layton City, which shall create a separate parcel for the approximate 5.2 acres depicted in Exhibit A from the remaining parcel.

4.5.1 The preliminary plat application shall be completed and recorded with Davis County within one year of the date the rezone is approved by the City Council.

4.6 **Precedence of this Agreement.** This agreement shall take precedence over any contrary provisions of any City Staff memorandums or representations.

4.7 **Not Considered Approvals.** Except as otherwise provided herein, these enumerations are not to be construed as approvals thereof, as any required approval process must be pursued independent hereof.

4.8 **Amendments.** Owner agrees to limit development to the uses and requirements provided herein unless any of the Subject Area is rezoned. In such event, City and Owner mutually agree to amend this agreement in writing to reflect such rezoning.

4.9 **Conflicts.** Except as otherwise provided, any conflict between the provisions of this Agreement and City's standards for improvements, shall be resolved in favor of the stricter requirement.

ARTICLE V GENERAL REQUIREMENTS AND RIGHTS OF CITY

5.1 **Issuance of Permits - Owner.** Owner, or its assignee, shall have the sole responsibility for obtaining all necessary building permits in connection with Owner's Undertakings and shall make application for such permits directly to the Layton City Community and Economic Development Department and other appropriate departments and agencies having authority to issue such permits in connection with the performance of Owner's Undertakings. City shall not unreasonably withhold or delay the issuance of its permits.

5.2 **Completion Date.** Owner shall, in good faith, diligently pursue completion of the development of any portion of the subject area where construction is commenced. The completion of the subdivision process shall occur within one year of the date of approval for this agreement.

5.3 **Access to the Subject Area.** For the purpose of assuring compliance with this Agreement, so long as they comply with all safety rules of Owner and its contractor, representatives of City shall have the right of access to the Subject Area without charges or fees during the period of performance of Owner's Undertakings. City shall indemnify, defend, and hold Owner harmless from and against all liability, loss, damage, costs, or expenses (including attorney's fees and court costs) arising from or as a result of the death of a person or any accident, injury, loss, or damage caused to any person, property, or improvements on the Subject Area arising from the negligence or omissions of City, or its agents or employees, in connection with City's exercise of its rights granted herein.

ARTICLE VI REMEDIES

6.1 **Remedies for Breach.** In the event of any default or breach of this Agreement or any of its terms or conditions, the defaulting Party or any permitted successor to such Party shall, upon written

notice from the other, proceed immediately to cure or remedy such default or breach, and in any event cure or remedy the breach within 30 days after receipt of such notice. In the event that such default or breach cannot reasonably be cured within said thirty 30 day period, the Party receiving such notice shall, within such 30 day period, take reasonable steps to commence the cure or remedy of such default or breach, and shall continue diligently thereafter to cure or remedy such default or breach in a timely manner. In case such action is not taken or diligently pursued, the aggrieved Party may institute such proceedings as may be necessary or desirable in its opinion to:

- 6.1.1 Cure or remedy such default or breach, including, but not limited to, proceedings to compel specific performance by Party in default or breach of its obligations;
- 6.1.2 Owner agrees not to contest the reversion of the zoning by the City Council to the previous zoning on the property, and hereby holds City harmless for such reversion of the zoning from M-1 to A.

6.2 **Enforced Delay Beyond Parties Control.** For the purpose of any other provisions of this Agreement, neither City nor Owner, as the case may be, nor any successor in interest, shall be considered in breach or default of its obligations with respect to its construction obligations pursuant to this Agreement, in the event the delay in the performance of such obligations is due to unforeseeable causes beyond its fault or negligence, including, but not restricted to, acts of God or of the public enemy, acts of the government, acts of the other Party, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes or unusually severe weather, or delays of contractors or subcontractors due to such causes or defaults of contractors or subcontractors. Unforeseeable causes shall not include the financial inability of the Parties to perform under the terms of this Agreement.

6.3 **Extensions.** Either Party may extend, in writing, the time for the other Party's performance of any term, covenant, or condition of this Agreement or permit the curing of any default or breach upon such terms and conditions as may be mutually agreeable to the Parties; provided, however, that any such extension or permissive curing of any particular default shall not eliminate any other obligations and shall not constitute a waiver with respect to any other term, covenant, or condition of this Agreement nor any other default or breach of this Agreement.

6.4 **Rights of Owner.** In the event of a default by Owner's assignee, Owner may elect, in its discretion, to cure the default of such assignee, provided, Owner's cure period shall be extended by 30 days.

6.5 **Appeals.** If Owner desires to appeal a determination made hereunder by Staff, said appeal shall be to the Planning Commission, whose decision shall be final. If the appeal is regarding the interpretation of this Agreement the appeal shall be to the City Council with a recommendation from the Planning Commission and Staff.

ARTICLE VII GENERAL PROVISIONS

7.1 **Successors and Assigns of Owner.** This Agreement shall be binding upon Owner and its successors and assigns, and where the term "Owner" is used in this Agreement it shall mean and include the successors and assigns of Owner, except that City shall have no obligation under this Agreement to any successor or assign of Owner not approved by City. Notwithstanding the foregoing, City shall not unreasonably withhold or delay its consent to any assignment or change in ownership (successor or assign of Owner) of the Subject Area. Upon approval of any assignment by City, or in the event Owner assigns

all or part of this Agreement to an assignee, Owner shall be relieved from further obligation under that portion of the Agreement for which the assignment was made and approved by City.

7.2 Notices. All notices, demands, and requests required or permitted to be given under this Agreement (collectively the "Notices") must be in writing and must be delivered personally or by nationally recognized overnight courier or sent by United States certified mail, return receipt requested, postage prepaid and addressed to the Parties at their respective addresses set forth below, and the same shall be effective upon receipt if delivered personally or on the next business day if sent by overnight courier, or three business days after deposit in the mail if mailed. The initial addresses of the Parties shall be:

To Owner: DOUBLE J INVESTMENTS LTD
161 Haven Court
Kaysville, UT 84037
801/940-7342

To City: LAYTON CITY CORPORATION
437 North Wasatch Drive
Layton, Utah 84041
Attn: Alex R. Jensen, City Manager
801/336-3800, 801/336-3811 (FAX)

Upon at least ten days prior written notice to the other Party, either Party shall have the right to change its address to any other address within the United States of America.

If any Notice is transmitted by facsimile or similar means, the same shall be deemed served or delivered upon confirmation of transmission thereof, provided a copy of such Notice is deposited in regular mail on the same day of such transmission.

7.3 Third-Party Beneficiaries. Any claims of third-party benefits under this Agreement are expressly denied, except with respect to permitted assignees and successors of Owner.

7.4 Governing Law. It is mutually understood and agreed that this Agreement shall be governed by the laws of the State of Utah, both as to interpretation and performance. Any action at law, suit in equity, or other judicial proceeding for the enforcement of this Agreement or any provision thereof shall be instituted only in the courts of the State of Utah.

7.5 Integration Clause. This document constitutes the entire agreement between the Parties and may not be amended except in writing, signed by the Parties.

7.6 Exhibits Incorporated. Each Exhibit attached to and referred to in this Agreement is hereby incorporated by reference as though set forth in full where referred to herein.

7.7 Attorney's Fees. In the event of any action or suit by a Party against the other Party for reason of any breach of any of the covenants, conditions, agreements, or provisions on the part of the other Party arising out of this Agreement, the prevailing Party in such action or suit shall be entitled to have and recover from the other Party all costs and expenses incurred therein, including reasonable attorneys' fees.

7.8 **Termination.** Except as otherwise expressly provided herein, the obligation of the Parties shall terminate upon the satisfaction of the following conditions:

- 7.8.1 With regard to Owner's Undertakings, performance of Owner's Undertakings as set forth herein.
- 7.8.2 With regard to City's Undertakings, performance of City's Undertakings as set forth herein.

Upon either Party's request (or the request of Owner's assignee), the other Party agrees to enter into a written acknowledgment of the termination of this Agreement, or part thereof, so long as such termination (or partial termination) has occurred.

7.9 **Recordation.** This Agreement shall be recorded in reference to the property, and shall run with the land and be binding upon all successors in interest of the property.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives effective as of the day and year first above written.



LAYTON CITY CORPORATION

By: Joy Petro *CPW*
JOY PETRO, Mayor

ATTEST:

By: Kimberly S Read
KIMBERLY S READ, City Recorder

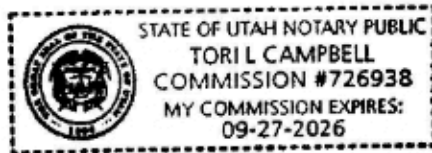
APPROVED AS TO FORM:

By: Clint Drake
CLINT DRAKE, City Attorney

CITY ACKNOWLEDGEMENT

STATE OF UTAH)
 : ss.
COUNTY OF DAVIS)

On this 20th day of May, 2024, personally appeared before me Joy Petro, who being duly sworn, did say that he she is the Mayor of LAYTON CITY, a municipal corporation of the State of Utah, and that the foregoing Agreement was signed in his her capacity as Mayor on behalf of the City for approval of the Agreement.



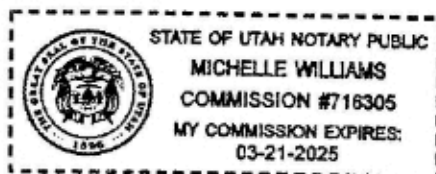
Joy A. Campbell
Notary Public

OWNER SIGNATURE AND ACKNOWLEDGMENT

Robert Love
Robert Love

STATE OF UTAH)
 : ss.
COUNTY OF DAVIS)

On this 14 day of May, 2024, personally appeared before me Robert Love, who being duly sworn, did say that they are the Manager of the DOUBLE J INVESTMENTS LTD as the legal property owner of record of the property subject to this Agreement and that he has executed this Agreement with full authority to do so.



Michelle Williams
Notary Public

LEGAL DESCRIPTION

PARCEL 09-048-0072

A TRACT OF LAND LOC IN THE S 1/2 OF SEC 9-T4N-R1W, SLB&M, MORE PART'LY DESC AS FOLLOWS: BEG AT THE NE'LY COR OF THE LAYTON CITY CORPORATION PARCEL AS DESC IN WARRANTY DEED E# 1103040 BK 1724 PG 760, RECORDED 03/11/1994 IN THE DAVIS CO RECORDER'S OFFICE; SD PT BEING ON THE NE'LY R/W LINE OF ANTELOPE DRIVE, LOC S 89°14'00" E 569.04 FT ALG THE S LINE OF THE SE 1/4 OF SD SEC TO THE E LINE OF SD PARCEL & N 00°46'00" E 18.69 FT ALG SD E LINE FR THE S 1/4 COR OF SD SEC; RUN TH N 87°21'48.5" W 486.80 FT ALG THE N'LY LINE OF SD PARCEL & THE N R/W LINE OF ANTELOPE DRIVE TO THE SE'LY COR OF THE DOUBLE J INVESTMENTS LTD PARCEL DESC IN SPECIAL WARRANTY DEED E# 3506396 BK 8128 PG 228, RECORDED 11/04/2022 IN THE DAVIS CO RECORDER'S OFFICE; TH N 00°46'00" E 224.33 FT ALG THE E LINE OF SD PARCEL & THEN THE E LINE OF THE ROBERT LOVE FAMILY LC PARCEL DESC IN QC DEED E# 1008761 BK 1566 PG 819, RECORDED 12/18/1992, IN THE DAVIS CO RECORDER'S OFFICE, TO THE NE'LY COR OF SD PARCEL; TH N 89°14'00" W 184.72 FT ALG THE N LINE OF SD PARCEL; TH N 11°18'51" W 108.94 FT; TH N 00°07'30" W 58.80 FT TO AN INTERSECTION PT WITH THE W'LY EXTENSION OF THE N LINE OF THE PARCEL DESC IN WARRANTY DEED E# 857361 BK 1291 PG 505, RECORDED 05/05/1989 IN THE DAVIS CO RECORDER'S OFFICE; TH S 89°14'00" E 694.98 FT ALG SD W'LY EXTENSION LINE TO THE NW COR OF SD PARCEL; TH S 00°46'00" W 405.54 FT ALG THE W LINE OF SD PARCEL TO THE NE'LY R/W OF ANTELOPE DRIVE & THE POB. (ROTATE ALL BEARINGS IN THE DESC ABOVE 00°21'00" CLOCKWISE FOR UTAH COORDINATE SYSTEM 1983 NORTH ZONE BEARINGS.) CONT. 5.20 ACRES

[illegible]

Exhibit B

TABLE OF LAND USE REGULATIONS

TABLE 6-1											TABLE 6-2											
	A	R-S	R-1S	R-1B	R-1-10	R-MH	R-2	R-M1	R-M2	R-H	C-TH	A-2	B-RP	P-B	CP-1	CP-2	CP-3	C-H	M-1	M-2	MU	MU-TOD
RESIDENTIAL / DOMESTIC																						
Accessory Farm Bldg.	P	C										P										
Accessory Dwelling Unit (ADU)	P	P	P	P	P																	
Accessory Bldg.	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	C	P
Boarding/Rooming House	C							C	C	C												C
Dormitory								C	C	C								C				
Dwelling, Multiple Unit								P	P	P											P	P
Dwelling, 2 Unit								P	P	P	P										C	C
Dwelling, 1 Unit Attached (SF-A)	P ¹	P ¹	P ¹	P ¹	P ¹			P	P	P	P	P									P	P
Dwelling, 1 Unit Detached (SF-D)	P	P	P	P	P			P	P	P	P	P									C	C
Fraternity/Sorority House								C	C	C								C				
Household Pets	P	P	P	P	P	P	P	P	P	P	P										P	P
Mobile Home Park						C																
Off-Street Parking Inc. To Main Use	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Secondary Residential Unit														P	P	P	P	P	P	P	P	P
Model homes	P	P	P	P	P	P	P	P	P	P	P											
Temporary Sales Office	P	P	P	P	P	P	P	P	P	P	P										P	P
INSTITUTIONAL/CIVIC AND SPECIAL SERVICES																						
Airport, Heliport																			C	C		
Assisted Living								C	C	C	C		P	P	P	P	P	P			P	P
Cemetery, Pet Cemetery, Mausoleum	C	C	C	C	C	C	C	C	C	C	C			C								
Charter School	P	P	P	P	P	P	P	P	P	P	P		P	P	P	P	P	P	P	P	P	P
Church/Temple/Reactory	C	C	C	C	C	C	C	C	C	C	C		C	C	C	C	C	C	C	C	C	C
College or University	C	C	C	C	C	C	C	C	C	C	C		C	C			C					
Commercial School													C	C	P	P	P	P			P	P
Community Center								C	C	C			P	P	P	P	P	P			P	P
Community Use	C	C	C	C	C	C	C	C	C	C	C		C	C	C	C	C	C	P	P	C	C
Covent, Monastery or other Dwl. Group for Religious Community	C	C						C	C	C	C			C	C	C	C	C			C	C
Day Care Center								C	C	C	C		P	P	P	P	P	P			P	P
Foster Home	C	C						C	C	C	C					C						
Fraternal/Benevolent Society											C				C	P	P	C				
Halfway House or Similar Facility for Alcoholic, Narcotic, Psychiatric, Patients, or Felons and Delinquents																	C	C				
Home for Elderly, Elder Apartment								C	C	C	C			P	P	P					P	P
Hospital (Acute Care)											C		C	C	C	C	C	C			C	C
Religious or Philanthropic Institution	C	C	C	C	C	C	C	C	C	C	C		C	P	P	P	P	P			P	P
Library, Art Gallery, Museum													C	P	P	P	P	P			P	P
Nursing Home								C	C	C			P	P	P	P	P	P			P	P
Park, Playground, Fairground	C	C	C	C	C	C	C	C	C	C	C		C	C	C	C	C	C	C	C	C	C
Private/Quasi-Public School	C	C	C	C	C	C	C	C	C	C	C		C	C							C	C
Private Country Club	C	C						C	C	C			C	C	C	C	C	C	C	C	C	C
Public Admin. Offices	C	C	C	C	C	C	C	C	C	C	C		P	P	P	P	P	P	P	P	P	P
Public School	C	C	C	C	C	C	C	C	C	C	C		C	C							C	C
Residential Facility for Elderly	C	C	C	C	C	C	P	P	P	P	P										C	C
Residential Facility for Persons w/ a Disability - Large							C	P	P	P	P										C	C
Residential Facility for Persons w/ a Disability - Small	P	P	P	P	P	P	P	P	P	P	P										C	C

1. SF-A units are only permitted if approved through a PRUD Overlay rezoning and concept plan public review process (see Chapter 19.08 Planned Residential Unit Development (PRUD) Overlay Zone.)

P = Permitted C = Conditional L# = Permitted with Specific Limitation(s) (See Table 6-3)

TABLE OF LAND USE REGULATIONS

TABLE 6-1											TABLE 6-2											
	A	R-S	R-1-6	R-1-8	R-1-10	R-MH	R-2	R-M1	R-M2	R-H	C-TH	A-2	B-RP	P-B	CP-1	CP-2	CP-3	C-H	M-1	M-2	MU	MU-TOD
UTILITY RELATED SERVICES																						
Commercial Radio or TV Trans. Station													C			P	P	C	P	P		
Electric Power Plant																	C	C	P	P		
Electric Substation	C	C	C	C	C	C	C	C	C	C		C	C	C	C	C	P	C	P	P	C	C
Fire Station	C	C	C	C	C	C	C	C	C	C		C	C	C	C	C	P	P	P	P	C	C
Gas Metering & Transmission Station	C	C	C	C	C	C	C	C	C	C		C	P	C	P	P	P	P	P	P	C	C
Local Utility Distribution Line	P	P	P	P	P	P	P	P	P	P		P	P	P	P	P	P	P	P	P	P	P
Radio, TV, or Microwave Tower	C											C	C	C	C	C	P	P	P	P	C	C
Railroad Tracks & R.O.W	C	C	C	C	C	C	C	C	C	C		C	C	C	C	C	C	C	C	C	C	C
Sewage/Water Pumping/Control Station	C	C	C	C	C	C	C	C	C	C		C	C	C	C	C	C	C	C	C	C	C
Telecommunications Facility at Community Uses	C	C	C	C	C	C	C	C	C	C		C							P	P		
Telecommunications Antenna, Roof Mounted at Community Uses	C	C	C	C	C	C	C	C	C	C		C					P	P	P	P		
Telecommunications, Antenna, Wall Mounted at Community Uses	C	C	C	C	C	C	C	C	C	C		C					P			P		
Telephone Business Office													P	C	C	P	P	P	P	P	C	C
Telephone Switching, Relay & Transmission Equipment	C	C	C	C	C	C	C	C	C	C		C	C	C	C	P	P	P	P	P		
Public/Private Utility, Other than Listed	C											C	P	C	C	P	P	P	P	P	C	C
Utility Shops, Storage Yards & Bldgs.																	C	C	P	P		C
Water Treatment Plant	C	C										C			C	P	P	C	P	P	C	C
Water Wells, Reservoir, or Storage Tank	C	C	C	C	C	C	C	C	C	C		C	C	C	C	C	C	C	P	P		
RECREATIONAL USES																						
Indoor Commercial Amusement															P	P	P	P	P		L3	L3
Outdoor Limited Comm. Amusement													C		C	C	C	C	C	C	C	C
Outdoor Commercial Amusement															C	C	C	C	C	C		
Athletic/Tennis/Swim Club										C			C		P	P	P	C			C	C
Golf Course	C	C	C	C	C	C	C	C	C	C		C						C	C			
Theater, Indoor																P	P	P	C		C	C
Theater, Live													C		C	P	P	P			C	C
Theater, Outdoor																	C	C	C			
AGRICULTURE AND RELATED USES																						
Accessory Agricultural Uses	P																					
Agriculture	P	P	P	P	P	P	P	P	P	P		P		P	P	P	P	P	P	P	P	P
Animal Keeping	P	P										P							P	P		
Beekkeeping	P	P	P	P	P							P								P		
Breeding or Raising of Animals for Food or Sale	P											P								P		
Crop Production for Sale	P	P										P		P	P	P	P	P	P	P	P	P
Dairy	P	C										P								P		
Family Food Production	P	P										P							P	P		
Farm Industry, or Ranch	C	C										P								P		
Fur Farm	C											C								P		
Home Use Orchard	P	P	P	P	P	P	P	P	P	P				P	P	P	P	P	P	P		
Commercial Use Orchard	P	P										P		P	P	P	P	P	P	P	P	P

P = Permitted C = Conditional L# = Permitted with Specific Limitation(s) (See Table 6-3)

TABLE OF LAND USE REGULATIONS

TABLE 6-1											TABLE 6-2											
	A	R-S	R-1-S	R-1-B	R-1-10	R-4H	R-2	R-M1	R-M2	R-H	C-TH	A-2	BRP	P-B	CP-1	CP-2	CP-3	CH	M-1	M-2	MU	MU-TOD
AUTOMOBILE RELATED USES																						
Major Auto Repair																C	C	C	P	P		
Car Wash															C	P	P	C	C	C		
Comm. Parking Structure, Auto Only													C				C	C			C	C
Dealership																	C	C			C	
Dealership, Small																	P	P	P	P		
Gasoline Sales (Wholesale)																	C	C	C	C		
Gasoline Retail (No Repairs)															C	P	P	P	P	P	C	
Gasoline, Petroleum Products-Storage																	C	C	C	C		
Muffler or Brake Shop																C	C	P	P	P		
New & Reconditioned Auto Parts, Indoor															C	P	P	P	P	P		
Paint and Body Shop																C	C	C	C	C		
Seat Cover or Upholstery																P	P	P	P	P		
Service Station, Minor Repairs															C	P	P	P	P	P		
Storage of Autos, Travel Trailers																			C	C		
Tire Sales																P	P	P	P	P		
Tire Recapping and Retreading Shop																	C	C	P	P		
Towing Services																		C	C	C		
Outdoor Truck Storage																			P	P		
Truck/Trailer Rental																C	C	C	C	C		
Used Auto Part Sales, Indoor																C	C	C	P	P		
Wrecking or Salvage Yard for Auto Parts																				C		
INDUSTRIAL AND RELATED USES																						
Animal or Fowl Slaughter													P							P		
Cannabis Production													P							P		
Chemical & Plastic Manufacturing																				P		
Contractor Storage Yard																			P	P		
Dairy Processing or Ice Cream Plant																			C	P		
Extraction of Soil, Sand, Gravel, Minerals, Gas, Petroleum, or Similar																				P		
Junk Yards																			C	C		
Heavy Equipment Rental/Sales, Repair, and Storage																			P	P		
Light Commercial Flex Manufacturing													L1		L1	L1	L1	L1	P	P	L2	L2
Manufacturing/Industrial Services													L1 C					L1 C	P	P		
Metallic Products Manufacturing																				C		
Outdoor Storage																			P	P		
Petroleum Products Manufacturing																				C		
Recyclable / Salvage Yard																				C		
Self-Storage Facility (i.e. Climate Controlled, Indoor Storage, Mini-Storage)																			P	P		
Storage of Sand, Gravel, Earth or Stone																				P		
Trucking Terminal																			P	P		
Warehouse and Distribution																			P	P		
Waste Transfer Station																			P	P		
Wood & Paper Manufacturing																				P		
Welding or Machine Shop																C	C	P	P	P		

P = Permitted C = Conditional L# = Permitted with Specific Limitation(s) (See Table 6.3)

TABLE OF LAND USE REGULATIONS

	TABLE 6-1										TABLE 6-2											
	A	R-S	R-1-S	R-1-B	R-1-D	R-MH	R-2	R-M1	R-M2	R-H	C-TH	A-2	B-RP	P-B	CP-1	CP-2	CP-3	C-H	M-1	M-2	MU	MU-TOD
RETAIL AND RELATED USES																						
Bank, Credit Union, or Savings & Loan w/ Drive-In													C	C	P	P	P	P			C ²	C ²
Barber or Beauty Shop													P	C	P	P	P	P	P		P	P
Big Box Retail																C	C	C				
Convenience Store															C	C	C	C	C	C	C ²	C ²
E-commerce Retail & Fulfillment													P		P	P	P	P	L4	L4	L2	L2
Fast Food Eating Establishment													P ² L4		P	P	P	P	L4	L4	P ²	P ²
Furniture/Appliance Store															C	C	P	P	P	P	C	C
Garden Shop & Plant Sales, Nursery	C														C	P	P	C			C	C
Grocery Store															P	P	P	P			P	P
Kennels, Boarding															C	C	C	C	P	P		
Kennels, Daily Boarding & Extended Care	C																					
Kennels, Private	C	C																				
Laboratory, Medical or Dental													P	P	P	P	P	P	L4	L4	P	P
Laundry/Laundromat															P	P	P	P	L4	L4	P	P
Locksmith or Key Shop															P	P	P	P	P	P	L2	L2
Medical/Dental Clinic													P	P	P	P	P	P			P	P
Mortuary														C	C	P		C			C	
Music Store															P	P	P	P	L4	L4	L3	L3
Office, Professional or General Business													P	P	P	P	P	P	P	P	P	P
Package Liquor Store															C	P	P	P			C	C
Pawn Shop																C	P	C				
Pet Services, Indoor	C														C	C	C	C	P	P		
Pet Services, Indoor/Outdoor	C														C	C	C	C	P	P		
Pet Shop, Small Animals, Birds & Fish															P	P	P	P	L4	L4	L3	L3
Reception Center										C			C	C	C	P	P	P			C	C
Repair for TV, Radio, Appliance or Similar																		P	P	P		
Restaurant													L4		P	P	P	P	L4	L4	C	P
Retail Sales and Commercial Services													L4		P	P	P	P	L4	L4	P ²	P ²
Retail Tobacco Specialty Business																		C				
Studio - Art, Photo													P	P	P	P	P	P	L4	L4	L2	L2
Studio - Health, Exercise, Dance, Music, Drama, or Similar													P	P	P	P	P	P	L4	L4	L3	L3
Studio - Decorate & Display													P	P	P	P	P	P	L4	L4	L2	L2
Swap Meets																	C	C	C	C		
Tavern, Bar, Private Club w/ Alcohol Sales																	C	C			C	C
Title Loan, Payday Loan, Deferred Deposit Lending and Similar Business																C		C				

2. Drive-throughs in the MU, MU-TOD and B-RP zones are only permitted on the rear or side of a building. (See Sections 19.25.060 and 19.26.060)

P = Permitted C = Conditional L⁴ = Permitted with Specific Limitation(s) (See Table 6-3)

TABLE OF LAND USE REGULATIONS

TABLE 6-1											TABLE 6-2											
	A	R-S	R-1-6	R-1-8	R-1-10	R-MH	R-2	R-M1	R-M2	R-H	C-TH	A-2	B-RP	P-B	CP-1	CP-2	CP-3	C-H	M-1	M-2	MU	MU-TOD
COMMERCIAL AND RELATED SERVICES																						
Bakery, Wholesale															L2	P	P	P	P	P	L2	L2
Bed & Breakfast	C	C					C	C	C	C				C				C			C	C
Building Materials Sales Wholesale															L2	L1		L1	P	P		
Cleaning, Laundry or Dyeing															L1	L1	L1	P	P	P	L2	L2
Dance Hall or Night Club																	C	C			C	C
Food Cart, Food Truck***	P	P	P	P	P								P		P	P	P	P	P	P	P	P
Hotel or Motel													C				C	C			C	C
Kiosk															P	P	P	P	P	P	P	P
Laboratory, Scientific or Research													P				P	P	P	P	P	P
Lumber Yard																C	C	C	P	P		
Milk Depot															P	P	P	P	P	P	C	C
Mixed Use Buildings																					p ²	p ²
Office and Indoor Storage													L1		L2	L2	L2	L1	P	P	L2	
Pre-School													C	C	C	P	P	P	P	P	P	P
Railroad or Bus Passenger Station													C			C	C	C	P	P	C	C
Railroad Team Tracks, Freight Depot or Docks													C				C	C	P	P		
Seasonal Outdoor Vendor															P	P	P	P				
Single Event															P	P	P	P			P	P
Snow Shack															P	P	P	P			P	P
Street Vendor*																	P	P			P	P
Tattoo Parlor																		C				
Tent Vendor**															P	P	P	P			P	P
Trailer or Mobile Home Sales																	P	P	P	P		
Transfer Storage Terminal																	C	C	P	P		
Travel Trailer Park																C	P	P	C			C

P = Permitted C = Conditional LA = Permitted with Specific Limitation(s) (See Table 6-3)

* Special requirements for businesses in this zone are available in 19.21.040

** Special Provisions for locations of each type of Tent Vendor are available in 19.21.050

*** Special requirements for businesses in these zones are available in 19.21.045

TABLE OF LAND USE REGULATIONS	
TABLE 6-3	
L1	Land use limited to an interior building area of no more than 15, 000 s.f.
L2	Land use limited to an interior building area of no more than 6,000 s.f.
L3	Use not permitted directly below multi-family residential uses in MU and MU-TOD zoning districts
L4	Uses are subject to the standards and limitations provided in Section 19.06.170