



MURRAY CITY HEARING OFFICER

NOTICE OF MEETING AND AGENDA

September 13, 2023

12:30 PM

Murray City Hall, 10 East 4800 South,

Poplar Conference Room #151

CALL MEETING TO ORDER

1. Conflict(s) of Interest

Disclosure of any conflicts of interest

APPEAL(S)

2. Applegate LLC - Appeal of Land Use Decision

Case #1607 - Project #23-086

Appeal of Planning Commission Conditions of Approval for a Conditional Use Permit and Subdivision Approval

Attachments

1. Staff Report, Fuji Applegate Appeal.pdf
2. ADMINISTRATIVE HEARING OF A LAND USE APPEAL.pdf
3. Appeal & Summary Memorandum.pdf
4. Schedule 1.pdf
5. Schedule 2.pdf
6. Schedule 3, 4, & 5.pdf
7. PC Packet - Applegate Amended & Fuji Townhomes.pdf
8. CUP - Fuji Townhomes.pdf
9. Findings of Fact, Applegate Condo Amendment .pdf
10. Findings of Fact, Fuji Townhomes - CUP .pdf
11. Verbatim 61523_PDFTran.pdf

3. Sonia Cordero - Appeal of Land Use Decision

Case #1608 - Project #23-089

Appeal of Community and Economic Development's Determination regarding 17.16.010 and 17.160.030(c)

Attachments

1. H O Packet - Sonia Cordero Appeal.pdf

ANNOUNCEMENTS AND QUESTIONS

ADJOURNMENT

The next scheduled meeting will be held on **Wednesday, October 11, 2023, at 12:30 p.m. MST located at Murray City Hall, Poplar Room #151, 10 East 4800 South, Murray UT 84107.**

Special Accommodations for the hearing or visually impaired will be made upon a request to the office of Murray City Recorder (801-264-2662). We would appreciate notification two working days prior to the meeting. TTY is Relay Utah at #711.

Committee members may participate in the meeting via telephonic communication. If a Committee member does participate via telephonic communication, the Committee member will be on speakerphone. The speakerphone will be amplified so that the other Committee members and all other persons present will be able to hear all discussions.

At least 24 hours prior to the meeting, a copy of the foregoing notice was sent to the City Recorder to post in conspicuous view in the front foyer of the Murray City Center, Murray, Utah. A copy of this notice was also posted on Murray City's internet website www.murray.utah.gov and the state noticing website at <http://pmn.utah.gov>.



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1. Conflict of Interest Disclosure

APPEAL(S)

2. Sonia Cordero - 20 East Winchester Street

Case #1608

Appeal of Section 17.24. Allowing Home Occupation Businesses only within a Residential Zone

Project #23-086

3. Applegate LLC - 770 West Applegate Drive (apx)

Case #1607

Appeal of Planning Commission Conditions of Approval for a Conditional Use Permit and Subdivision Approval

Project #23-086

ANNOUNCEMENTS AND QUESTIONS

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MURRAY CITY CORPORATION
COMMUNITY & ECONOMIC DEVELOPMENT

Building Division 801-270-2400

Planning Division 801-270-2430

HEARING OFFICER MEETING AGENDA ITEM #2

ITEM TYPE:	Appeal of Land Use Determination		
ADDRESS:	20 East Winchester Street	MEETING DATE:	September 13, 2023
APPLICANT:	Sonia Cordero SC Accounting	STAFF:	Susan Nixon, Senior Planner
PARCEL ID:	22-19-152-009	CASE NUMBER:	1608
ZONE:	G-O, General Office	PROJECT NUMBER:	23-089
SIZE:	.35 acres		
REQUEST:	An appeal to Section 17.16.010 that allow home occupation businesses “ <i>in residential districts</i> ”; and 17.16.030.(c) that allows a home occupation business owner to “opt-in” requiring “ <i>the applicant to meet all regulations outlined in Chapter 17 and 5, and shall pay the license fees outlined.</i> ”		



I. PROPERTY BACKGROUND & DESCRIPTION of REQUEST

Ms. Cordero is appealing a determination made by staff as to the allowable use of the subject property at 20 East Winchester Street. The subject property currently has a single-family dwelling originally constructed in 1952.

The appeal is two-fold:

1. The ability for the property owner to have a single-family dwelling with an attached nonresidential use.*
2. Being able to have a home occupation business at the residence located within the G-O (General Office) Zone.

*For purposes of clarification, the appeal to item #1 referenced above will not be part of this hearing and has been settled by the City's Attorney's office.

The current zoning for the property is G-O, General Office. The purpose of the G-O Zone, Section 17.144.010, states: *To provide for a wide variety of general office uses in an attractive office environment. This zone is often used in buffer or transition areas separating commercial/industrial uses from residential areas. Increased emphasis is given to quality design, materials, landscaping, neighborhood compatibility, and off-street parking facilities.* This clearly indicates that the G-O Zone is not a mixed-use zone.

State Code defines a business in 10-1-203(1)(a): "Business" means any enterprise carried on for the purpose of gain or economic profit, except that the acts of employees rendering services to employers are not included in this definition. State Code 10-1-203(2) allows a municipality to require a business license: *"The legislative body of a municipality may license for the purpose of regulation any business within the limits of the municipality, may regulate that business by ordinance, and may impose fees on businesses to recover the municipality's costs of regulation."* State Code 10-1-203 (5) allows a municipality to impose business license fees: *Before the legislative body of a municipality imposes a license fee on a business that causes disproportionate costs of municipal services under Subsection (5)(a)(i)(C)(I), the legislative body of the municipality shall adopt an ordinance defining for purposes of the tax.*

Murray City Code Section 17.24.030.C. states: *The owner of a minor home occupation may request a home occupation business license from the City. If the owner of a minor home occupation requests a business license, the applicant shall be subject to all regulations outlined in this chapter and title 5 of this code, and shall pay the license fees outlined in section 5.08.010 of this code."* Business License Code Section 05.08.010 states: *The fee schedule for home occupation businesses is \$100.*

Property History

In March of 2015, the property owners (Ken Bell and Steve McPhie) obtained a zone map amendment from the City Council changing the zoning from R-1-8 to G-O. In 2020 the property owners applied for a commercial two-lot subdivision. The subdivision was approved by the Planning Commission and the plat was recorded. The existing cell tower on the westerly end of the property was split off from the remaining property containing a single-family residential dwelling. The residential dwelling was originally built in 1952. At the time of the subdivision, the dwelling should have either been removed from the property or brought into compliance with the G-O Zoning regulations. Per Section 17.52, Nonconforming Uses/Structures, that made the single-family. That did not occur, making the residential single-family dwelling noncompliant.

At the time of subdivision review and approval, the single-family dwelling should have been brought up to code so as to conform with the existing G-O Zoning regulations, i.e. either the home be converted into an office use by way of going through a formal change of use; or the home being removed from the property. Staff erred by not making that a condition of approval; however, the code (s) still implies such requirement. The single-family home at this point has been deemed as noncompliant. It is a standard practice at the time of subdivision review, that conditions have been imposed for removal of structures that will not meet city code, such as a detached accessory structure must be removed if it is not to stay on the same parcel/lot of the main dwelling with the division.

Shortly after Sonia Cordero purchased the property in April on 2022, she came into the Planning/Zoning and Business License office to obtain a business license for her accounting business in her home. Staff (Susan Nixon) had an extensive conversation with her at the front counter informing her that she could not have a business operation or home occupation business at that location because it is in the G-O Zone. She was shocked and upset with the news. There has been at least one similar subsequent conversation with Ms. Cordero with Zachary Smallwood informing her similarly. Ms. Cordero purchased the property on April 6, 2022, under her business "AIR PLUS PROPERTIES, LLC" and secured the property with a commercial loan without having first checked with the city for land use verification. It wasn't until after Ms. Cordero purchased the property that she came to the city wanting to obtain a business license for her accounting business.

On June 22, 2023, the Business License Division issued a home occupation business license in error to an application sent in via postal mail. The business license was later revoked based on being "issued in error".

II. STANDARD of REVIEW

An administrative decision is statutorily presumed to be valid, and the Hearing Officer is limited to determining whether the decision is arbitrary, capricious, or illegal. A final decision of a land use authority or an appeal authority is valid if the decision is supported by substantial evidence in the record and is not arbitrary, capricious, or illegal. Local land use authority is afforded a comparatively wide latitude of discretion. Interpretation and application of local ordinances are afforded some deference based upon the local authorities' specialized knowledge.

Substantial evidence is that quantum and quality of relevant evidence that is adequate to convince a reasonable mind to support a conclusion. Substantial evidence is more than a mere scintilla of evidence, though something less than the weight of the evidence.

When reviewing the determination under the substantial evidence test, the Hearing Officer does not conduct a de novo review or a reweighing of the evidence. The Hearing Officer will not substitute his judgment as between two reasonably conflicting views, even though he may have come to a different conclusion had the case come before him for de novo review.

Because the party seeking review of a decision must show that the land use authority's factual determinations are not supported by substantial evidence, the Hearing Officer examines the facts and all legitimate inferences drawn therefrom in the light most favorable to the land use authority's findings.

III. LAND USE ORDINANCE

Section 17.08.020 defines "Land Use Authority" as the Planning Commission, the Department Director or a staff member when making any order, requirement, decision, or determination in the enforcement of Title 16 or 17 of the Murray Municipal Code or any other related ordinance. This application is an appeal of a determination made by the Planning Division Staff regarding the land uses allowed for the subject property.

For appeals from a decision made by the Land Use Authority, Municipal Code 17.16.040 outlines the Standard of Review which states:

A. The review by the hearing officer of the appeal shall be limited to the record of the land use application process resulting in the decision made by the land use authority which is the subject of the appeal. The record may include

- written communications, the land use application, staff reports, meeting minutes and the written land use decision.
- C. The appellant has the burden of proving that the land use authority erred.
 - D. The hearing officer shall determine whether the record on appeal includes substantial evidence for each essential finding of fact.
 - E. The hearing officer shall:
 - 1. Determine the correctness of the land use authority's interpretation and application of the plan meaning of land use regulations; and
 - 2. Interpret and apply a land use regulation to favor a land use application unless the land use regulation plainly restricts the land use application.

Based on this information, the record may include written communications, the land use application, staff reports, written and use decisions based on practiced policies.

IV. ATTACHMENTS

The following documents and materials to this report for the Hearing Officer's review of the record:

Attachment A – Appellant's application and written appeal.

Attachment B – Appeal of Land Use Decision written by Murray City Attorney's office

Attachment C – Email to Fred Cox dated June 28, 2023, from Susan Nixon, Senior Planner in response to a conversation held earlier that day relaying the determination of the status of the subject property. A letter from Susan Nixon, dated August 4, 2023, regarding status of the appeal "Application Incomplete" requesting additional information.

Attachment D: Letter from Murray City Attorney's office dated August 22, 2023 to Sonia Cordero. Issued in Error Letter dated July 21, 2023, Business License Certificate issued June 22, 2023.

Attachment E – Copy of the G-O Zone, Section 17.144; copy of Home Occupation, Section 17.24; Notes from staff's file "20 E Winchester Street"; Recorded Plat of "Winchester Corner" Subdivision; Salt Lake County Records parcel ownership data; State of Utah Business Name Registration for Air Plus Properties, LLC; Trust Deed for Air Plus Properties.

V. THE APPEAL

The application is an appeal to Section 17.16.010 which allow home occupation businesses "*in residential districts*"; and 17.16.030.(c) that allows a home occupation

business owner to “opt-in” requiring “*the applicant to meet all regulations outlined in Chapter 17 and 5, and shall pay the license fees outlined.*”

It is Staff’s opinion that the possible remedies for the property are: to either convert the existing dwelling into an office use by way of going through a formal “Change of Use” process with the Building & Zoning Divisions, or removal of the existing dwelling.

Staff Determination

In making a determination, Staff identifies and relies upon several findings which are:

Zoning History:

- The building was originally constructed in 1952 and has remained a single-family dwelling since that time.
- Zoned March 2015 from R-1-8 to G-O (Ken Bell & Steve McPhie)
- Current Zone – G-O.
- Commercial Subdivision approved 9/17/2020.
- When the property was subdivided in 2020, the single-family should have either been removed or changed to an office use prior to the subdivision. The dwelling is now non-compliant. Refer to Section 17.52, Nonconforming uses/structures.
- Sonia Cordero purchased the property on 4/6/22.
- The property is under the ownership of Air Plus Properties. The loan/mortgage holder is for a commercial loan, not residential.
- There is no record of conversations with Ms. Cordero prior to her purchasing the property regarding the zoning and allowed uses. The only conversations with Ms. Cordero were after she purchased the property.
- Staff keeps on record Zoning Determinations made on properties in the city. There is no record on file for 20 East Winchester Street prior to this appeal.
- Licensing History: The business license that was issued on 6/23/23 has since been revoked and was issued in error.
- Nonconforming Status: Based on the property’s zoning and the officially licensed uses, planning staff established the time that such use of the property was subdivided, the single-family dwelling changed from legal nonconforming to non-compliant.

VI. FINDINGS

Based on the review of the appellant’s narrative arguments and the record, staff finds the following:

- A. State Code defines a business in 10-1-203(1)(a): "Business" means any enterprise carried on for the purpose of gain or economic profit, except that the acts of employees rendering services to employers are not included in this definition.
- B. State Code 10-1-203(2) allows a municipality to require a business license: *"The legislative body of a municipality may license for the purpose of regulation any business within the limits of the municipality, may regulate that business by ordinance, and may impose fees on businesses to recover the municipality's costs of regulation."*
- C. State Code 10-1-203 (5) allows a municipality to impose business license fees: *Before the legislative body of a municipality imposes a license fee on a business that causes disproportionate costs of municipal services under Subsection (5)(a)(i)(C)(I), the legislative body of the municipality shall adopt an ordinance defining for purposes of the tax.*
- D. Murray City Code Section 17.24.030.C. states: *The owner of a minor home occupation may request a home occupation business license from the City. If the owner of a minor home occupation requests a business license, the applicant shall be subject to all regulations outlined in this chapter and title 5 of this code, and shall pay the license fees outlined in section 5.08.010 of this code."* Business License Code Section 05.08.010 states: *The fee schedule for home occupation businesses is \$100*
- E. Utah State Code Sections 10-9a-103(3)(a) and 10-9a-511(2)(b) establish compliance to local Land Use regulations for the subdivision of property.

VII. CONCLUSION / RECOMMENDATION

Based on the findings stated above, review and analysis of the appellant's narrative arguments, and the record as presented, **Staff recommends DENIAL of the appeal.**

NOTE: A decision of a Hearing Officer takes effect on the date when the Hearing Officer issues a written decision. (Murray City Municipal Code Section 17.16.060(A).)

An appeal of the decision by the Hearing Officer may be made to the Utah District Court in compliance with Section 10-9a-801 of the Utah Code.

Appeal Letter of a land use

I am writing this letter to appeal a land use decision. These are the facts surrounding these circumstances. I applied as an opt-in minor business license to Murray City, I was granted that license (attached), then I received an email from Murray City business license issued in error.

I believe that Due to a lack of interpretation from Susan Nixon, we are having an issue with this license. Her interpretation is read as follows:

Alleged Errors

- 1) I can't attach a residence in the zone to a commercial building, as allowed in zoning.
- 2) I can't have a home-based business is not allowed in that zone, as it is optional under state law. See 10-1-203, Items 7 and 8.

17.16.030 (C) (3)

My property is in the commercial zone, with land (that can be used for an ADU), I am asking the city to allow me to work from home, I am a resident of Murray and have been denied an optional minor home occupation which gives me standing to appeal.

Standing.

Susan implied that I might have stood to appeal with the attached email, I also have sought approval to attach my home to a non-residential structure per LU #1113, which is allowed in the G-O zone. Basically, Murray City is telling me to stop operating my business. How am I supposed to survive this situation? How am I supposed to pay my bills?

Reasons why the decision was made by error.

Zoning 17.24.020 has 3 definitions, one of which is a minor home occupation, which fits my use. 17.24.030 (b) states that the city cannot charge a fee or require a license. (c) does allow an opt-in, but if the conflict between 17.24.020 and 17.24.030 does not allow an opt-in, they still cannot take away my rights under 17.24.030 (b) and 10-1-203 (7).

Zoning 1113 Land Use is defined in 2 documents, but neither defines a caretaker use, just that the residential unit must be attached.

It is with hope that I plead the Murray City to allow me to keep running my business from home and allow me to construct an attached commercial building.


Sonia Cordero

08-10-2023.

APPEAL OF A LAND USE DECISION APPLICATION

Type of Appeal (check one):

Conditional Use Permit _____ Site Plan Review _____ Staff Determination X

Project Name: _____

Project Address: 20 East Winchester St. Murray - UT 84107

Parcel Identification (Sidwell) Number: 22-19-152-009

Parcel Area(acres): 0.35 Zoning District: SO

Applicant Information

Name: Sonia Cordero.

Mailing Address: 20 East Winchester St.

City: Murray State: UT ZIP: 84107

Primary Phone #: 801-521-2803 Fax #: _____

Email Address: sonia@scaccountingtaxservices.com

Property Owner's Information (If different)

Name: _____

Mailing Address: _____

City: _____ State: _____ ZIP: _____

Primary Phone #: _____ Fax #: _____

Email Address: _____

Authorized Signature: _____ Date: _____

For Office Use Only

Project Number: _____ Date Accepted: _____

Planner Assigned: _____

Property Owners Affidavit

I (we) Sonia Cordero, being first duly sworn, depose and say that I (we) am (are) the current owner of the property involved in this application: that I (we) have read the application and attached plans and other exhibits and are familiar with its contents; and that said contents are in all respects true and correct based upon my personal knowledge.

[Signature]
Owner's Signature

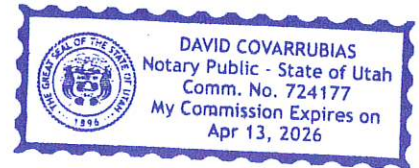
Owner's Signature (co-owner if any)

State of Utah

County of Salt Lake

Subscribed and sworn to before me this 17 day of July, 2023.

[Signature]
Notary Public
Residing in Murray My commission expires: Apr 13, 2026



Agent Authorization

I (we), _____, the owner(s) of the real property located at _____, in Murray City, Utah, do hereby appoint _____, as my (our) agent to represent me (us) with regard to this application affecting the above described real property, and authorize _____ to appear on my (our) behalf before any City board or commission considering this application.

Owner's Signature

Owner's Signature (co-owner if any)

State of Utah

County of Salt Lake

On the _____ day of _____, 20____, personally appeared before me _____ the signer(s) of the above Agent Authorization who duly acknowledge to me that they executed the same.

Residing in _____
Notary public
My commission expires: _____



MURRAY CITY CORPORATION
COMMUNITY & ECONOMIC DEVELOPMENT

Planning Division 801-270-2430

APPLICATION INCOMPLETE

August 4, 2023

S C Accounting Tax Services, LLC
Attn: Sonia Cordero
20 East Winchester Street
Murray, UT 84107

RE: Incomplete Appeal Application

Dear Ms. Cordero:

We received your Appeal of a Land Use form and check #0009 in the amount of \$100.00, which we are returning because it is incomplete. To complete the appeal application, per Municipal Land Use Code Section 17.16.030(C)(3): in addition to the application form filled out we need:

- A written statement, no more than five (5) pages with one-inch (1") margins, single-spaced, that concisely: (a) explains the appellant's standing to appeal; (b) identifies the alleged error in the administration or interpretation of the city's land use ordinances that is grounds for the appeal; and (c) provides reasons the appellant claims the applicable decision was made in error.
- The application must be signed and dated on the bottom line as indicated "Authorized Signature" and "Date".

The time frame to Appeal a Staff Determination is ten (10) calendar days from the date you receive this letter. Upon receipt of a completed appeal application, the matter shall be placed on the next available hearing officer agenda for which the item may be reasonably scheduled. The hearing officer shall proceed to take all steps necessary to review and hear the appeal at a public meeting. The hearing officer shall respect the due process rights of each of the participants.

I am including the Appeal of Land Use Decision application for your convenience and reference.

Sincerely,

Susan Nixon, Senior Planner
Murray City Planning Division
10 West 4800 South Murray, Utah 84107
Phone: (801) 270-2430

CC: Fred Cox via email to fred@entelen.com



MURRAY CITY CORPORATION
COMMUNITY & ECONOMIC DEVELOPMENT
 4646 South 500 West Murray, Utah 84123 (801) 270-2425
 blicenses@murray.utah.gov

FOR OFFICE USE ONLY

☐ New Address ☐ New Owner
☐ Update Only New Account
 Business ID #

HOME OCCUPATION BUSINESS LICENSE APPLICATION

Do you own this property? Yes ☒ No ☐ (If no, complete the "Property Owner Authorization to Conduct Business" form.) Do employees or customers visit your home for business? No ☒ Yes ☐ (If yes, include a site plan of the proposed off-street parking.)	Federal Tax ID # (FEIN or SSN) <u>20-8756074</u> Utah Sales Tax # _____ Professional License # & type _____ Are you a Minor Home Occupation Opting-In? If yes, initial here <u>SC</u>														
Are you currently operating at this location? Yes ☒ No ☐ What is/was your opening date? <u>01-20-2023</u>															
Business Name <u>SC Accounting Tax Services LLC</u>															
DBA Name (registered only) _____															
Business Address <u>20 East Winchester St</u> Unit _____ City <u>Murray</u> State <u>UT</u> Zip Code <u>84107</u>															
Mailing Address <u>20 East Winchester St</u> Unit _____ City <u>Murray</u> State <u>UT</u> Zip Code <u>84107</u>															
Business Phone <u>801-521-2803</u> Email (please print clearly) <u>simia@scaccountingtaxservices.com</u>															
Detailed Description of Business <u>Bookkeeping, Accounting online client business.</u>															
Expected Hours of Operation: Mon _____ Tues _____ Wed _____ Thurs _____ Fri _____ Sat _____ Sun _____															
Expected Number of Clients Per Hour: Mon _____ Tues _____ Wed _____ Thurs _____ Fri _____ Sat _____ Sun _____															
Where in your home is the proposed business operation and storage to be located? <u>using a room Northwest corner.</u>															
Owner's Information <u>If corporate owned</u> , list the corporation name and the corporate address & phone number only. Complete the owner/officer sheet)															
Owner's Name _____															
Home Address _____ Unit _____ City _____ State _____ Zip Code _____															
Owner's Birth Date _____ Email (please print clearly): _____															
Owner's Primary Phone _____ Owner's Driver's License No. _____ State _____															
<table style="width: 100%;"> <tr> <td>Base Fee:</td> <td style="text-align: right;">\$ <u>100</u></td> </tr> <tr> <td>Regulatory Fee & Type:</td> <td style="text-align: right;">\$ _____</td> </tr> <tr> <td>Number of Employees: _____ @ \$6.00 per employee</td> <td style="text-align: right;">\$ _____</td> </tr> <tr> <td>Number of Vehicles: _____ @ \$10.00 per vehicle</td> <td style="text-align: right;">\$ _____</td> </tr> <tr> <td>Fees Subtotal:</td> <td style="text-align: right;">\$ <u>100</u></td> </tr> <tr> <td>Penalty:</td> <td style="text-align: right;">\$ _____</td> </tr> <tr> <td>Total Due:</td> <td style="text-align: right;">\$ <u>100.</u></td> </tr> </table>		Base Fee:	\$ <u>100</u>	Regulatory Fee & Type:	\$ _____	Number of Employees: _____ @ \$6.00 per employee	\$ _____	Number of Vehicles: _____ @ \$10.00 per vehicle	\$ _____	Fees Subtotal:	\$ <u>100</u>	Penalty:	\$ _____	Total Due:	\$ <u>100.</u>
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Number of Vehicles: _____ @ \$10.00 per vehicle	\$ _____														
Fees Subtotal:	\$ <u>100</u>														
Penalty:	\$ _____														
Total Due:	\$ <u>100.</u>														
Operating without a license penalty fee is equal to your subtotal amount (Murray Code 5.04.260)															

I am aware that this application does not authorize conducting business until approved by Murray City Corporation and a business license has been issued. By signing below, I swear that the foregoing information is true and correct and is in accordance with Murray City Ordinances. Responsibility of changes and renewal is the total responsibility of licensee. Failure to receive notices does not excuse this responsibility. License will be valid only for the Licensee, business name, address & activity as listed above.

Owner or Officer Signature Required (Authorized Signatories Only)

Title

Date



MURRAY CITY CORPORATION
COMMUNITY & ECONOMIC DEVELOPMENT
 4646 South 500 West Murray, Utah 84123 (801) 270-2425
 blicenses@murray.utah.gov

HOME OCCUPATION OWNERS, OFFICERS AND EMPLOYEES INFORMATION LIST

Please supply us with information on all owners, officers and onsite employees associated with your business (required).

Name:	Gonic Condereo			Title:	Master of Accounting		
Home Address:	20 East Winchester	Unit #		City:	Murray	State:	UT
Phone:	801-521-2803						
Birth Date:	11/08/70	Driver's License No.	1S9632130	State:	UT		
Name:				Title:			
Home Address:		Unit #		City:		State:	
Phone:							
Birth Date:		Driver's License No.		State:			
Name:				Title:			
Home Address:		Unit #		City:		State:	
Phone:							
Birth Date:		Driver's License No.		State:			
Name:				Title:			
Home Address:		Unit #		City:		State:	
Phone:							
Birth Date:		Driver's License No.		State:			
Name:				Title:			
Home Address:		Unit #		City:		State:	
Phone:							
Birth Date:		Driver's License No.		State:			
Name:				Title:			
Home Address:		Unit #		City:		State:	
Phone:							
Birth Date:		Driver's License No.		State:			



MURRAY CITY FIRE DEPARTMENT BUSINESS SELF INSPECTION FORM

Business Name: SC Accounting 1 Owner Name: Sonico Condero
 Business Phone: 801-591-2803 Business Contact Email: sonico@sc-accountingtaxservices.com
 Date: 05-08-23 Address: 20 East Winchester St. Murray, UT 84107

This next portion will not be posted or tracked by anyone but Murray City Emergency Responders. This is needed for Murray Fire department to contact to your business in the event of an emergency and your business is closed. Example: if you have a fire alarm or suspicion of a fire at 2am what are the 2 best contacts for key holders or access to prevent unneeded damage on false alarms.

Name: Sonico Condero Contact 24-hour number: 801-652-8755 Response time: Any time
 Name: _____ Contact 24-hour number: _____ Response time: _____

To comply with Murray City adopted building and fire code please answer the following questions to the best of your ability. These codes will assist your business in being safer and prevent unneeded accidents when followed.

Instructions:

1. Owner, manager, or other facility manager shall conduct this inspection form and return it to Murray City with your business license renewal each year.
2. Walk through your business and answer all questions below. If there is a simple solution, please correct it. If extra help is needed, please contact the necessary help to safely correct your violation.
3. When your inspection form is complete, and all questions are answered please sign and return this form with your business license application. For any questions please contact Fire Marshal at 801-264-2775

1. Is your address visible on the outside of your building from the street? Notes:	Yes ☒	NO ☐	N/A ☐
2. Is your outside electrical panel and gas meter clear of debris and accessible? Notes:	Yes ☒	NO ☐	N/A ☐
3. Are exits clearly visible, marked, and not blocked from any obstructions? All pathways, halls, doors, and other areas that lead to exiting a structure shall be kept clear and free of material. Notes:	Yes ☐	NO ☐	N/A ☒
4. Fire Extinguishers (2A10BC) mounted every 75 feet of travel, visible, and serviced within the last year? Notes:	Yes ☒	NO ☐	N/A ☐
5. Are all electrical outlets properly protected with face plates and needed protection measures? Notes:	Yes ☒	NO ☐	N/A ☐
6. Is your business free from any extension cords being used as permanent power? Notes:	Yes ☒	NO ☐	N/A ☐
7. In the electrical panel are circuit breakers are clear from any tape and all empty spaces are filled with spacers or not punched out? Notes:	Yes ☐	NO ☐	N/A ☒
8. Flammable liquids, oily rags and other fire hazards are properly secured and protected in UL rated flammable containers? Notes:	Yes ☐	NO ☐	N/A ☒
9. Is your business clean and free from piles of debris, garbage, or other hazardous items? Notes:	Yes ☒	NO ☐	N/A ☐

You may request a fire department representative to come to your business to answer any questions? Murray Fire will conduct random inspections throughout the year, this form is to increase our business education, safety, and fire prevention.

Name of the person completing this form: _____

Date: 05-08-23



MURRAY CITY CORPORATION
COMMUNITY & ECONOMIC DEVELOPMENT
 4646 South 500 West Murray, Utah 84123 (801) 270-2425
 blicenses@murray.utah.gov

HOME OCCUPATION RENTAL PROPERTY OWNER AUTHORIZATION

This page to be completed only if you as the Business Owner are renting your home/property and do not own the property listed as the Business Address.

----- This section to be completed by the Business Owner -----

Name of Business: SC Accounting Tax Services
 Business Owner's Name: Smuel Condono
 Business Owner's Phone Number: 801-521-2803
 Property Address: 20 East Winchester St. Murray - UT 84107
 Detailed Description of Business: Bookkeeping, Accounting

----- This section to be completed and signed by the Property Owner -----

Property Owner's Name: Smuel Condono
 (Print name)
 Property Owner's Phone Number: 801-652-8755
 As the owner of the above listed property, I authorize [Signature]
 to conduct the business as described at the address above.
 Signature: [Signature] Date: 05-08-23



Murray City Corporation
10 East 4800 South Suite 260, Murray, UT 84107

BUSINESS LICENSE

THIS LICENSE EXPIRES 05/31/2024

SC Accounting & Tax Services L.L.C.
20 E Winchester St
Murray, UT 84107

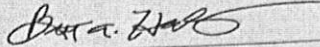
BUSINESS ID #: 20707

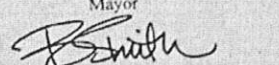
This certifies that the person or entity named herein is authorized to conduct business as:

Tax Return Prep Services at: 20 E Winchester St

Date Issued: 06/22/2023

Online Bookkeeping & Tax Prep.
No Accounting Services
No Employees Visit The Home
No Customers Visit The Home
Opt-In Home Occupation

By 
Mayor

By 
City Recorder

This license is not transferable and is only valid for the location and the ownership as listed on this license.

Please detach the license above and post in a conspicuous place
Retain Bottom Portion for Receipt

BUSINESS LICENSE EXPIRES 05/31/2024	Murray City Corporation 10 East 4800 South Murray, Utah 84107 (801) 270-2420	BUSINESS ID#: 20707
Business Name: SC Accounting & Tax Services L.L.C. Business Address: 20 E Winchester St City, State, Zip: Murray, UT 84107		
This certifies that the person or entity named herein is authorized to conduct business as: Tax Return Prep Services Licenses are valid only for the location and the ownership as listed on this license. Any changes will need to be reported to the Business Licensing Office. If the business no longer conducts business within Murray City, please notify our offices in writing. Responsibility of renewal is total responsibility of the Licensee. Failure to receive notice does not excuse this responsibility.		Total Received: \$100.00

CHAPTER 17.144

GENERAL OFFICE DISTRICT G-O

SECTION:

17.144.010: Purpose

17.144.020: Permitted Uses

17.144.030: Conditional Uses

17.144.040: Planning Commission Approval Required

17.144.050: Area And Coverage Regulations

17.144.060: Side Yard Regulations

17.144.070: Front Yard Regulations

17.144.080: Rear Yard Regulations

17.144.090: Lot Width Regulations

17.144.100: Height Regulations

17.144.110: Refuse Container Enclosed

17.144.120: Parking Regulations

17.144.130: Landscaping Regulations

17.144.140: Fencing Regulations

17.144.010: PURPOSE:

To provide for a wide variety of general office uses in an attractive office environment. This zone is often used in buffer or transition areas separating commercial/industrial uses from residential areas. Increased emphasis is given to quality design, materials, landscaping, neighborhood compatibility, and off street parking facilities. (Ord. 07-30 § 2)

17.144.020: PERMITTED USES:

A. All uses and structures contained herein are listed by number as designated in the standard land use code published and maintained by the planning department.

B. The following uses are permitted in the G-O zone:

Use No.	Use Classification
Use No.	Use Classification
1113	Single-family dwelling, attached to nonresidential.
2834	Radiopharmaceutical manufacturing, preparations, meaning an entity that is engaged in manufacturing, preparing, propagating, compounding, practice of pharmacy, processing, packaging, repackaging, or labeling or pharmaceutical drugs containing radioactive isotopes.
4800	Utilities (lines and rights of way only) (except 4850).
5912	Prescriptions pharmacy (intended for the convenience of permitted, established uses and/or clients thereof, provided that no such business occupies more than 15 percent of the total floor area of the building in which it is located and has no separate street entrance).
5913	Medical cannabis pharmacy.
5996	Optical shops (intended for the convenience of permitted, established uses and/or clients thereof; provided, that no such business occupies more than 15 percent of the total floor area of the building in which it is located and has no separate street entrance).
6100	Finance, insurance, and real estate services (except 6112, 6123, 6124, 6141 - surety bail bonding only).
6221	Portrait photography.
6222	Commercial photography.
6230	Beauty and barber services.
6254	Shoe repair services.

6295	Body art and tattoo studios.
6495	Locksmiths (office only).
6499	Camera and musical instrument repair.

6516.1	Assisted living facilities.
6810	Nursery, primary, and secondary education.
6815	Commercial childcare center.
6820	University, college, junior college, and professional school education.

(Ord. 22-17: Ord. 16-41: Ord. 07-30 § 2)

17.144.040: PLANNING COMMISSION APPROVAL REQUIRED:

All structures constructed in this zone require a conditional use permit approved by the planning commission, except for accessory buildings and structures. (Ord. 07-30 § 2)

17.144.050: AREA AND COVERAGE REGULATIONS:

None, except as required by the planning commission for conditional use permit. (Ord. 07-30 § 2)

17.144.060: SIDE YARD REGULATIONS:

The minimum side yard for any office building shall be ten feet (10'). On corner lots, the side yard which faces on the street shall not be less than twenty feet (20'). When a side yard abuts a residential zoning district, the side yard setback shall be a minimum of twenty feet (20'). (Ord. 07-30 § 2)

17.144.070: FRONT YARD REGULATIONS:

The minimum depth of the front yard shall be twenty feet (20') from the property line or street right of way line. (Ord. 07-30 § 2)

17.144.080: REAR YARD REGULATIONS:

None, except for rear yards abutting a residential zoning district which shall require a minimum of twenty feet (20'). (Ord. 07-30 § 2)

17.144.090: LOT WIDTH REGULATIONS:

The minimum lot width for any lot shall be ninety feet (90'). (Ord. 07-30 § 2)

17.144.100: HEIGHT REGULATIONS:

A. Height: The height of a structure located within one hundred feet (100') of the nearest boundary of a residential zone district may not exceed thirty feet (30'). Beyond one hundred feet (100'), the building height may increase one foot (1') of height for each additional four feet (4') of setback from the residential zone district.

B. Measurement Of Distances:

1. For purposes of this section, the width of public or private roadways shall be included in computing setback distances. For example, if a roadway is located on the boundary of a residential zoning district, the measurements required under this section shall be made from the property line of that roadway which is nearest the residential use or zone. Otherwise, the measurement shall be made from the residential zoning district boundary.

2. Setback distances to structures located pursuant to this section shall be measured from the nearest residential zoning district boundary, except as otherwise provided in this section, to the nearest exterior wall of the structure.

C. Authority: Nothing in this section shall be construed to limit the authority of the planning commission to review building materials, design elements, and other aesthetic considerations as it deems proper to mitigate or modify the visual impact of the height of buildings upon surrounding land uses.

D. Decision Of Building Official: The city building official shall determine the height of a building under this section. That decision is deemed to be an administrative decision and may be appealed to the appeal authority as provided in this title. (Ord. 14-10: Ord. 07-30 § 2)

17.144.110: REFUSE CONTAINER ENCLOSED:

Each refuse container area shall be totally enclosed with a six foot (6') solid barrier fence. (Ord. 07-30 § 2)

17.144.120: PARKING REGULATIONS:

A. All general office uses will be calculated at the ratio of four (4) off street parking stalls for each one thousand (1,000) square feet of net usable floor area or as determined by the planning commission.

B. All medical, dental, and related office uses will require one off street parking stall for each two hundred (200) square feet of net usable office area.

C. All other uses shall be calculated at the rate of one parking stall for each two hundred (200) square feet of net usable area. (Ord. 07-30 § 2)

17.144.130: LANDSCAPING REGULATIONS:

A. Ten feet (10') of landscaping shall be required along all frontage areas not occupied by drive accesses.

- A. Ten feet (10') of landscaping shall be required along all frontage areas not occupied by drive accesses.
- B. All landscaping must be sprinkled and planted with substantial live plant material for the purpose of buffering, screening and beautifying the site. At plant maturity the landscaping should represent, as a minimum standard, compatibility with surrounding developed properties and uses and must be permanently maintained by the owner or occupants.
- C. Landscaping adjacent to a residential zoning boundary line will require a minimum landscaping buffer of ten feet (10') in width from the boundary line on the commercial side of the property excluding the fence, and curb wall if located adjacent to off street parking.
- D. Landscaping adjacent to off street parking within the yard area will require a minimum landscaped area of five feet (5') providing it does not abut residential zoning. This requirement may be waived where the parking area is located in the rear or side yard and is not visible from the street.
- E. Landscaping shall also be installed in all park strips to the same standards as other on site landscaping.
- F. Landscaping must cover at least fifteen percent (15%) of the development site. (Ord. 07-30 § 2)

17.144.140: FENCING REGULATIONS:

Where the site abuts a residential zone, a six foot (6') high solid masonry wall shall be located on the property line. All fencing must comply with the city fence ordinance. (Ord. 07-30 § 2)



MURRAY CITY CORPORATION
COMMUNITY & ECONOMIC DEVELOPMENT

Building Division 801-270-2400

Planning Division 801-270-2420

SC Accounting & Tax Services LLC
20 E Winchester Street
Murray, UT 84107

July 21, 2023

Subject: Business License Issued in Error and Refund Process

Dear Sonia Cordero,

I hope this letter finds you well. I am writing to inform you of an administrative error that has occurred regarding the business license we issued to your company, SC Accounting & Tax Service L.L.C. I regret to inform you that the license #20707, issued on 6/22/2023, is not valid. Unfortunately, the location of your residence in the General Office Zone does not meet the land use ordinance section 17.24.020: Definitions; HOME OCCUPATION, GENERALLY: A business, occupation, profession, operation, managing or carrying on of a business for the purpose of economic gain, which activity is carried on as an accessory use *in a residential zone* by a bona fide resident of the dwelling. This definition shall not be construed to allow an employee, working in the employee's own home in the service of an employer who does not reside in the same dwelling.

Considering this situation, we will be taking the necessary steps to rectify the error by promptly canceling the business license that was issued in error and updating our records accordingly. You are requested to discontinue the use of the license and cease business operations at 20 E Winchester Street, at this time.

Furthermore, we understand that you have made a payment associated with the business license application. We apologize for any inconvenience caused, and we would like to assure you that a full refund will be issued to you in the amount of \$100.00.

We sincerely apologize for any disruptions this may have caused to your business plans. If you have any questions or require further information, please do not hesitate to contact Murray City Business Licensing.

Once again, we sincerely apologize for any inconvenience caused, and we appreciate your understanding and cooperation in this matter.

Yours sincerely,

Priscilla Kowalski
Business License Specialist
801-270-2449
10 East 4800 South
Murray, Utah 84107

Refund Receipt - will be mailed by check to 20 E Winchester

Murray City
CITY HALL
5025 South State St
Murray City, UT 84107

A/R RECEIPT 1131829
DATE/TIME 07/21/23 14:29:
CLERK dhernand
INVOICE 21235

CUST: 218609

1	Business License Base Fee	-100.00
2	Employees	0.00
3	Vehicles	0.00

PREV BALANCE	0.00
AMOUNT PAID	-100.00
ADJUSTMENTS	0.00
NEW BALANCE	100.00

SSN/FID:
DBA:

RE: City Hall Sign - Murray

Susan Nixon <snixon@murray.utah.gov>

Fri 6/30/2023 8:53 AM

To: fred entelen.com <fred@entelen.com>

 1 attachments (394 KB)

LU Appeal Application.pdf;

Hi Fred,

Thanks for your follow-up email referencing LU #1113. I am not going to continue to debate the issue. I discussed the issue further with my Director after you left the office which is why I followed up with my email. You have the option to appeal our administrative decision that has been in practice for many years. I am attaching the appeal application if you choose to go that route.

To clarify home-occupation business licensing, they are allowed only within residential zones. With regard to the business license issued to SC Accounting, which was issued last week (6/23/23), it was issued in error. Over the past few months both myself and my colleague, Zac, have spoken with the property owner, Sonia Cordero, in person and advised her that she could not have a home occupation business in the G-O zone. Apparently, she mailed her application in, and it slipped through the cracks and was issued.

Below is the code regarding business license regulations.

17.24.010: PURPOSE:

The purpose of this chapter is to allow and regulate certain income producing accessory uses in residential districts which are compatible with, and not detrimental to, the neighborhood in which they are located. Home occupations are limited to those uses which may be conducted within a residential dwelling without changing the appearance or condition of that residence.

HOME OCCUPATION, GENERALLY: A business, occupation, profession, operation, managing or carrying on of a business for the purpose of economic gain, which activity is carried on as an accessory use in a residential zone by a bona fide resident of the dwelling. This definition shall not be construed to allow an employee, working in the employee's own home in the service of an employer who does not reside in the same dwelling.

Best regards,

Susan Nixon

801-270-2423

snixon@murray.utah.gov

From: fred entelen.com <fred@entelen.com>

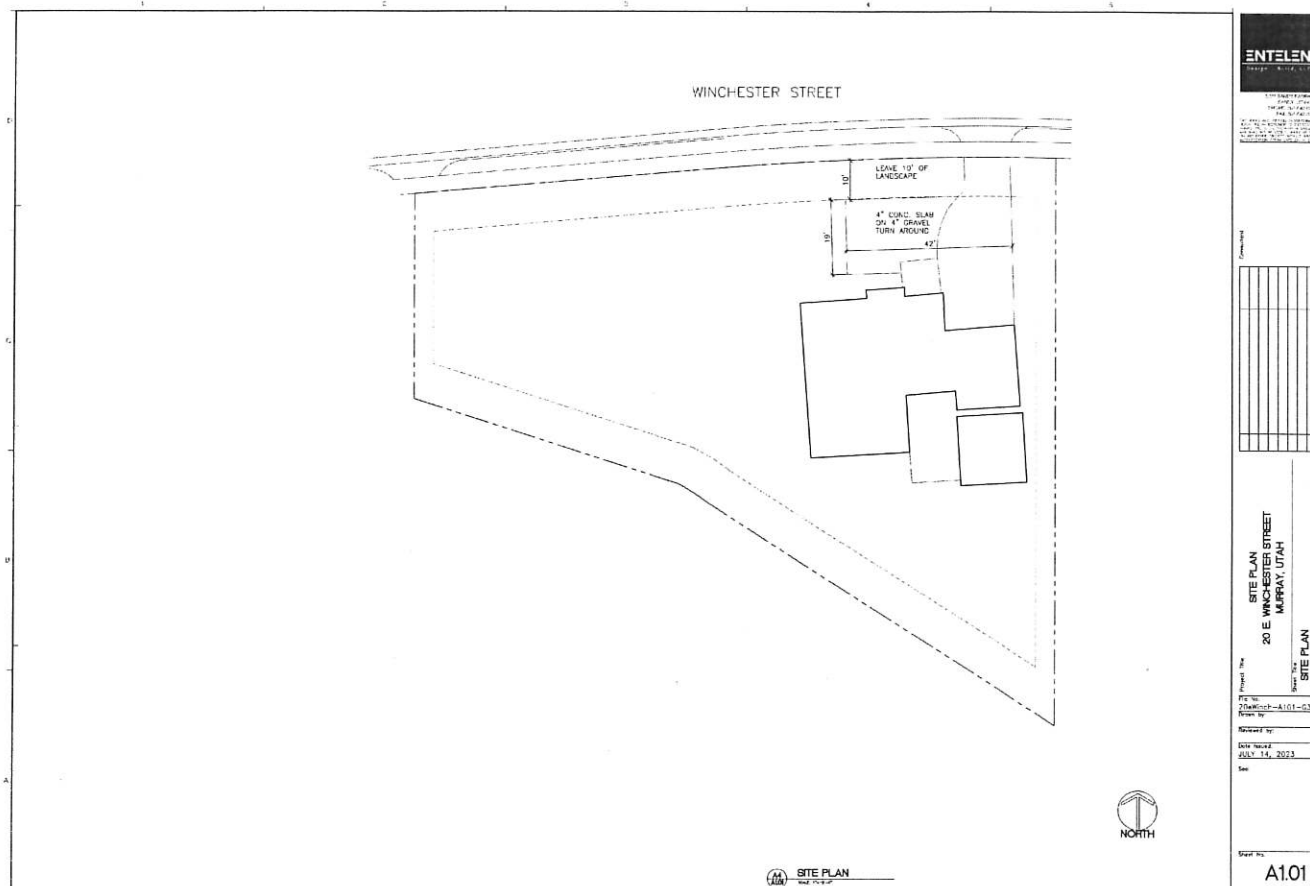
Sent: Thursday, June 29, 2023 4:43 PM

To: Susan Nixon <snixon@murray.utah.gov>

Subject: Re: City Hall Sign - Murray

Susan,

Thank You for passing on the concern.





Office of the Salt Lake County Auditor
 2022 Notice of Property Valuation & Tax Changes
 Chris Harding, CPA, CFE, CIA
 Salt Lake County Auditor
www.slco.org/property-tax/



22-19-152-009-0000
 AIR PLUS PROPERTIES LLC
 20 E WINCHESTER ST
 MURRAY UT 84107

Property Location: 20 E WINCHESTER ST
 Acres: .36
 Above Ground Sq Ft: 1,394
 Tax Area: 21
 Type: 511 RESIDENCE ON COMMERCIAL PROP
 Last Review: 2022
 Parcel: 22-19-152-009-0000

2022 Market Value \$374,500	2022 Proposed Property Tax \$1,854.39	Appeal to County Board of Equalization by 09/15/22
--------------------------------	--	---

NOTICE OF PROPERTY VALUATION

Assessment Type	COMPARE		RIGHT TO APPEAL
	2022 Market Value	2021 Market Value	
FULL MARKET VALUE	\$374,500		If you believe the assessed value of your property is incorrect, you may begin the appeal process by filing an Appeal Form with the County Auditor by 09/15/22. Visit slco.org/property-tax/
RESIDENT EXEMPTION REDUCTION	<168,525>		
TOTAL TAXABLE VALUE	\$205,975		

For detailed property valuation information visit slco.org/assessor/

NOTICE OF TAX CHANGES

TAXING ENTITY	2022 IF TAX INCREASE APPROVED		2022 IF NO BUDGET CHANGE		2022 CHANGE IF INCREASE APPROVED		2021		RIGHT TO BE HEARD
	Rate	Tax	Rate	Tax	Tax	%	Rate	Tax	A public meeting will be held
MURRAY SCHOOL DISTRICT	.003411	702.58	.003411	702.58					2018 HB 293
STATE BASIC SCHOOL LEVY	.001652	340.27	.001401	288.57	\$51.70	18%			
UT CHARTER SCHOOL-MURRAY	.000042	8.65	.000042	8.65					NO DATA LAST YEAR
SALT LAKE COUNTY	.001459	300.52	.001459	300.52					
MURRAY CITY	.001513	311.84	.001317	271.27	\$40.37	15%			AUG 08 6:30 PM 5025 SOUTH STATE STREET AUG 09 6:30 PM 5025 SOUTH STATE STREET
MURRAY CITY LIBRARY	.000342	70.44	.000342	70.44					
SO SL VALLEY MOSQUITO	.000009	1.85	.000009	1.85					AUG 22 6:00 PM 1426 E 750 N BLDG 2 OREM 2020 SB 141 & 2022 SB 20
CENTRAL UT WATER CONSERV	.000400	82.39	.000322	66.32	\$16.07	24%			
MULTI COUNTY ASSESS/COLL	.000015	3.09	.000010	2.06	\$1.03	50%			
COUNTY ASSESS/COLL LEVY	.000160	32.96	.000160	32.97	\$-.01				
TOTAL	.009003	1,854.39	.008473	1,745.23					

VALUES DO NOT INCLUDE TAX RELIEF, DELINQUENT TAXES, PERSONAL PROPERTY TAXES, OR SPECIAL ASSESSMENTS. THIS IS NOT A BILL. DO NOT PAY.

From: [Susan Nixon](#)
To: [Priscilla Kowalski](#)
Subject: 20 E Winchester Str
Date: Monday, July 17, 2023 4:18:00 PM
Attachments: [LU Appeal Application.pdf](#)

From: Susan Nixon
Sent: Friday, June 30, 2023 8:53 AM
To: fred entelen.com <fred@entelen.com>
Subject: RE: City Hall Sign - Murray

Hi Fred,

Thanks for your follow-up email referencing LU #1113. I am not going to continue to debate the issue. I discussed the issue further with my Director after you left the office which is why I followed up with my email. You have the option to appeal our administrative decision that has been in practice for many years. I am attaching the appeal application if you choose to go that route.

To clarify home-occupation business licensing, they are allowed only within residential zones. With regard to the business license issued to SC Accounting, which was issued last week (6/23/23), it was issued in error. Over the past few months both myself and my colleague, Zac, have spoken with the property owner, Sonia Cordero, in person and advised her that she could not have a home occupation business in the G-O zone. Apparently, she mailed her application in, and it slipped through the cracks and was issued.

Below is the code regarding business license regulations.

17.24.010: PURPOSE:

The purpose of this chapter is to allow and regulate certain income producing accessory uses in **residential districts** which are compatible with, and not detrimental to, the neighborhood in which they are located. Home occupations are limited to those uses which may be conducted within a residential dwelling without changing the appearance or condition of that residence.

HOME OCCUPATION, GENERALLY: A business, occupation, profession, operation, managing or carrying on of a business for the purpose of economic gain, which activity is carried on **as an accessory use in a residential zone** by a bona fide resident of the dwelling. This definition shall not be construed to allow an employee, working in the employee's own home in the service of an employer who does not reside in the same dwelling.

Best regards,

Susan Nixon
801-270-2423
snixon@murray.utah.gov

From: fred entelen.com <fred@entelen.com>
Sent: Thursday, June 29, 2023 4:43 PM
To: Susan Nixon <snixon@murray.utah.gov>
Subject: Re: City Hall Sign - Murray

Susan,

Thank You for passing on the concern.

1113 specifically does say

"Single Family dwelling, attached (to a commercial, industrial or other nonresidential use. Dwelling unit can be under, over, in front, behind or beside nonresidential use in the structure.)"

If it was just for a care-taker situation, which it doesn't say, it would still apply as she would be living next to her office building, to take care of it, whether the office building is 5,000 SF or 500 SF. Since she is interested in building a smaller office building, attached, near term, which could take her from a nonconforming use to conforming, I would think that would be a good thing, and not something to block.

The standard land use code, which has been in place for decades and prior to her buying the property, has a note just afterwards. If it is not attached, it doesn't apply. It doesn't say anything else.

Fred C. Cox, AIA

Architect, Design Director

Entelen Design Build, LLC

8707 Sandy Parkway

Sandy, Utah 84070

801-989-9414 Mobile

801-542-8090 Ext. 109 Office

From: Susan Nixon <snixon@murray.utah.gov>

Sent: Thursday, June 29, 2023 3:27 PM

To: fred entelen.com <fred@entelen.com>

Subject: RE: City Hall Sign - Murray

Hi Fred,

Hey. I just spoke with our Director, Jared Hall, about the LU#1113 classification in the G-O Zone. Our interpretation is that this is for a care-taker situation and not your typical residence attached to a nonresidential use. So, long story short, this will not work for the property owner.

She will either need to remain a nonconforming residential use or go through a Change of Use converting the home into an office situation which you know is extensive.

17.144.020: PERMITTED USES:

A. All uses and structures contained herein are listed by number as designated in the standard land use code published and maintained by the planning department.

B. The following uses are permitted in the G-O zone:

Use No.	Use Classification
1113	Single-family dwelling, attached to nonresidential.

Thanks,

Susan Nixon

801-270-2423

snixon@murray.utah.gov

APPEAL OF A LAND USE DECISION

(Case No. 1608; Project No. 23-089)
(September 13, 2023)

Appellant:	Sonia Cordero
Land Use Authority Decision:	Planning Staff
Request:	Appeal of Home Occupation business license regulations in residential districts
Prepared By:	Murray City Attorney's Office

I. BACKGROUND

Murray Municipal Code Section 17.24,.010 Purpose: Home Occupations, allows and regulates certain income producing accessory uses in residential districts which are compatible with, and not detrimental to, the neighborhood in which they are located. Home occupations are limited to those uses which may be conducted within a residential dwelling without changing the appearance or conditions of that residence.”

Definitions for Home Occupation businesses:

- Home Occupation, Generally: business, occupation, profession, operation, managing or carrying on of a business for the purpose of economic gain, which activity is carried on as an accessory use in a residential zone by a bona fide resident of the dwelling. This definition shall not be construed to allow an employee, working in the employee's own home in the service of an employer who does not reside in the same dwelling.
- Minor Home Occupation: Any home occupation business not classified as a major home occupation.

The appeal is two-fold:

1. The ability for the property owner to have a single-family dwelling with an attached nonresidential use.**
2. Being able to have a home occupation business at the residence located within the G-O (General Office) Zone.

**For purposes of clarification, the appeal to item #1 referenced above will not be part of this hearing and has been settled by the City's Attorney's office. The city has conceded that if Ms. Cordero applies for a building permit for an addition to her home and meets all building permit and zoning requirements, the city will give her the benefit of the doubt. Therefore, this issue is not part of this Brief.

History of the Property

In March of 2015, the property owners (Ken Bell and Steve McPhie) obtained a zone map amendment from the City Council changing the zoning from R-1-8 to G-O.

In 2020 the property owners applied for a commercial two-lot subdivision. The subdivision was approved by the Planning Commission and the plat was recorded. The existing cell tower on the westerly end of the property was split off from the remaining property containing a single-family residential dwelling. The residential dwelling was originally built in 1952. At the time of the subdivision, the dwelling should have either been removed from the property or brought into compliance with the G-O Zoning regulations. Per Section 17.52, Nonconforming Uses/Structures, that made the single-family. That did not occur, making the residential single-family dwelling noncompliant.

At the time of subdivision review and approval, the single-family dwelling should have been brought up to code so as to conform with the existing G-O Zoning regulations, i.e. either the home be converted into an office use by way of going through a formal change of use; or the home being removed from the property. Staff erred by not making that a condition of approval; however, the code(s) still implies such a requirement. The single-family home at this point has been deemed as noncompliant. It is a standard practice at the time of subdivision review, that conditions have been imposed for removal of structures that will not meet city code, for example such as a detached accessory structure must be removed if it is not to stay on the same parcel/lot of the main dwelling with the division.

Shortly after Sonia Cordero purchased the property in April on 2022, she came into the Planning/Zoning and Business License office to obtain a business license for her accounting business in her home. Staff (Susan Nixon) had an extensive conversation with her at the front counter informing her that she could not have a business operation or home occupation business at that location because it is in the G-O Zone. She was shocked and upset with the news. There has been at least one similar subsequent conversation with Ms. Cordero with Zachary Smallwood informing her similarly. Ms. Cordero purchased the property on April 6, 2022, under her business "AIR PLUS PROPERTIES, LLC" and secured the property with a commercial loan without having first checked with the city for land use verification. It wasn't until after Ms. Cordero purchased the property that she came to the city wanting to obtain a business license for her accounting business.

On June 22, 2023, the Business License Division issued a home occupation business license in error to an application sent in via postal mail. The business license was later revoked based on being "issued in error".

On June 29, 2023, Fred Cox, architect, came to the Planning Office inquiring about having an attached business to the single-family dwelling and had drawn up 4-5 sketches of various scenarios with an office attached and detached on the same property at 20 East Winchester Street. He showed staff a copy of the home occupation business license issued the prior week. He indicated he was basing his sketched plans on the section of the code 17.144.020, General Office, "Permitted Uses: 1113 – Single Family dwelling, attached to nonresidential."

Staff informed Mr. Cox that home occupation businesses are permitted only in “residential” zones. Staff sent Mr. Cox a follow-up email reconfirming the conversation (see attached). Mr. Cox stated he would relay the information to Ms. Cordero.

Upon further research of Staff, it was determined that the property is not “legal nonconforming” in the G-O Zone; but is noncompliant.

Home occupation businesses are allowed in “Residential” zones per Murray City Code Section 17.24.030.C

Ms. Sonia Cordero is now appealing the decision of Staff. Appellants have the burden of proving that Staff erred.

This appeal should be denied. First, appellants have failed to allege with specificity any error in the decision or determination made by the Planning Staff. Second, even if the allegations were made with appropriate specificity, appellants cannot show that the decision of the Planning Staff was arbitrary and capricious, or illegal.

II. RECORD

- a. The following documents constitute the record and are attached to this brief.
 - i. Attachment “A” – Appellants application and written appeal.
 - ii. Attachment “B” – Email to Fred Cox Email to Fred Cox dated June 28, 2023, from Susan Nixon, Senior Planner in response to a conversation held earlier that day relaying the determination of the status of the subject property. A letter from Susan Nixon, dated August 4, 2023, regarding status of the appeal “Application Incomplete” requesting additional information.
 - iii. Attachment “C” – Letter from Murray City Attorney’s office dated August 22, 2023 to Sonia Cordero.
 - iv. Attachment “D” – Exhibits including: Copy of the G-O Zone, Section 17.144; copy of Home Occupation, Section 17.24; Notes from staff’s file “20 E Winchester Street”; Recorded Plat of “Winchester Corner” Subdivision; Salt Lake County Recorders parcel ownership data; State of Utah Business Name Registration for Air Plus Properties, LLC; Trust Deed for Air Plus Properties

III. LEGAL STANDARDS

State statutes, city ordinances and case law are very specific as to the process and standard of review related to land use appeals.

A. APPEAL MUST ALLEGE ERROR WITH SPECIFICITY

A written appeal “must *concisely explain* the appellants standing to appeal; and *identifies alleged error* in the administration or interpretation of the city’s land use ordinances that is grounds for the appeal, and provides reasons the appellant claims the applicable decision made by the [planning staff] in the administration or interpretation of the city’s land use ordinances was made in error. Murray City Municipal Code (MCMC) 17.16.030.C.3 (emphasis added).

That concisely means that appellants must provide enough information that the City as appellee can plainly understand the error in applying or interpreting the ordinances allegedly made by the Planning Staff. This burden “cannot be satisfied by purely conclusory allegations or by a Micawberish reading of a party’s generalized averments The [appellants] must set forth reasonably definite factual allegations regarding each material element.” Pohl, Inc. of Am. V. Weibelhuth, 2008 UT 89 (citing United States v. AVX Corp., 962 F.2d 108 (1st Cir. 1992)). In a strict reading of MCMC 17.16.030.C.3 and Utah Code Annotated (UCA) §10-9a-703(1), if an appellant fails to allege that there is an error in the planning staff’s administration or interpretation of the land use ordinance, there is no valid basis for continuing to hear the appeal, and the appeal should be denied.

B. APPEALS ARE LIMITED TO THE RECORD

Appeals of land use decisions are limited to the record. *See* MCMC 17.16.040A. *See also* UCA 10-9a-707. This means that the only evidence to be considered is what is in the official record, including the notes from staff, notes from oral communications, written communications, the written land use decision, emails or other documents submitted *prior to* or *at* the time of the planning staff decision.

While the hearing officer can hear arguments about what is in the record, new evidence may not be presented. It would be improper for a hearing officer to make a ruling based on evidence the planning staff had no opportunity to consider. The hearing officer is to review the record but should not make their own determination about what the planning staff could or should have done. “The [appeal authority] considers all of the evidence in the record but does not weigh the evidence anew or substitute its judgment for that of the [planning staff].” LJ Mascaro Inc. v. Herriman City, 2018 UT App 127.

Instead the hearing officer must, based upon the information in the record, determine whether the decision of the Planning Staff was arbitrary and capricious, or illegal. Again, the burden of proof is on the appellants to prove the Planning Staff erred. *See* MCMC 17.16.030.c3. that concisely: (a) explains the appellant's standing to appeal; (b) identifies the alleged error in the administration or interpretation of the city's land use ordinances that is grounds for the appeal; and (c) provides reasons the appellant claims the applicable decision was made in error and “A Land use decision is arbitrary and capricious if the land use decision is not support by substantial evidence in the record and is contrary to law.” UCA §10-9a-801(3)(c)(ii).

C. SUBSTANTIAL EVIDENCE

“A decision is arbitrary and capricious when it is not supported by substantial evidence in

the record.” LJ Mascaro. State code requires that there be “substantial evidence for each essential finding of fact.” UCA §10-9a-707(3) (emphasis added). Substantial evidence is “that quantum and quality of relevant evidence that is adequate to convince a reasonable mind to support a conclusion.” Bradley v. Payson City Corp, 2003 UT 16. Substantial evidence only requires enough evidence for a reasonable person using it to support a conclusion, whether or not other reasonable persons would disagree. At its most basic, “the statutory phrase ‘substantial evidence’ is a ‘term of art’ which includes within its meaning the requirement ‘that localities must provide reasons’ when they make adjudicative determinations.” McElhaney v. City of Moab, 2017 UT 65.

D. HOME OCCUPATION LICENSING AND PROPERTY RIGHTS

Murray City Municipal Code Section 17.24.030.C states: C. “*The owner of a minor home occupation may request a home occupation business license from the City. If the owner of a minor home occupation requests a business license, the applicant shall be subject to all regulations outlined in this chapter and title 5 of this code, and shall pay the license fees outlined in section [5.08.010](#) of this code.*” Additionally, “*Except as otherwise provided in this title, the Community and Economic Development Department is authorized to approve home occupation applications in accordance with this title.*” (Section 17.24.040.O).

Utah courts have been “mindful of Utah’s long-standing principle that because zoning ordinances are in derogation of a property owner’s common-law right to unrestricted use of his or her property, provisions therein restricting property uses should be strictly construed, and provisions permitting property uses should be liberally construed in favor of the property owner.” Patterson v. Utah County Board of Adjustment, 893 P.2d 602, 606 (Utah Ct. App. 1995) (internal citations omitted).

IV. ARGUMENT

A. Appellants Fail to Allege an Error with Specificity

The appellant asserts that she “can’t have a home-based business and is not allowed in the zone (G-O), as it is optional under State law, 10-1-203, items 7 and 8”. The appellant also states that having a home-based business is optional under state law. This statement is not accurate.

State Code 10-1-203(2) code allows a municipality to require a business license: “*The legislative body of a municipality may license for the purpose of regulation any business within the limits of the municipality, may regulate that business by ordinance, and may impose fees on businesses to recover the municipality's costs of regulation.*”

State Code 10-1-203(5) allows a municipality to impose business license fees: “*Before the legislative body of a municipality imposes a license fee on a business that causes disproportionate costs of municipal services under Subsection [\(5\)\(a\)\(i\)\(C\)\(I\)](#), the legislative body of the municipality shall adopt an ordinance defining for purposes of the tax.*”

The appellant does not actually allege specifically, an “error in any order, requirement, decision or determination made by the [planning staff] in the administration or interpretation of the land use ordinance.” UCA §10-9a-703(1).

None of the appellants' statements allege that the Planning Staff erred in applying the land use ordinances of the City. The appellant is plainly opposed to the decision that a home occupation business is not allowed in the G-O Zone since she purchased the property with that intent prior to checking with the city to see if that was even possible. It wasn't until after Ms. Cordero purchased the property and came to the city to apply for a business license that she was informed of the city's regulations. Appellants, without putting forth expertise, evidence or even an allegation of error, simply want the City to allow a home occupation business in a zone where it is prohibited and to not charge a business license when a minor home occupation business license is requested.

Because the appellant has failed to make any specific allegation as to the error purportedly made by the Planning Staff in the administration or interpretation of the land use ordinance under which they approved, this appeal should be summarily denied.

B. Evidence Must be Limited to the Record

Land use appeals are a review of the record to determine whether the Planning Staff's decision was arbitrary and capricious, or illegal. Appeals are not an opportunity to submit new evidence or complaints for a different decision maker to review. The appellant was notified approximately in April of 2022, when she came into the Planning/Zoning and Business License office to obtain a business license for her accounting business in her home. At that time she was informed by Staff (Susan Nixon) who had an extensive conversation with her at the front counter informing her that she could not have a business operation or home occupation business at that location because it is a single-family dwelling in the G-O Zone. She was shocked and upset with the news. There has been at least one similar subsequent conversation between Ms. Cordero with Zachary Smallwood informing her similarly. Ms. Cordero purchased the property on April 6, 2022, under her business “AIR PLUS PROPERTIES, LLC” and secured the property with a commercial loan without having first checked with the city for land use verification. It wasn't until after Ms. Cordero purchased the property that she came to the city wanting to obtain a business license for her accounting business (see attached file notes from Staff.

On June 29, 2023, Fred Cox, architect, came to the Planning Office inquiring about having an attached business to the single-family dwelling and had drawn up 4-5 sketches of various scenarios with an office attached and detached on the same property at 20 East Winchester Street. He showed staff a copy of the home occupation business license issued the prior week. Staff informed Mr. Cox that the business license must have been issued in error. In discussions with the Business License specialist, it was discovered that Ms. Cordero had mailed in a home occupation business license application. The business license staff did not realize the property was in the G-O zone and was not eligible for a home occupation business license and issued a license in error. That license was subsequently revoked (see attached letter dated July 21, 2023). During the conversation on June 29th, Mr. Cox indicated he was basing his sketched plans on the

section of the code 17.144.020, General Office, “Permitted Uses: 1113 – Single Family dwelling, attached to nonresidential.”

C. Decision of the Planning Staff was not Arbitrary or Capricious, or Illegal

1. The Decision of the Planning Staff is Supported by Substantial Evidence.

The burden of proof is upon appellants to show that there was not substantial evidence in the record for the Planning Staff to deny a home occupation business license. The appellants is unable to meet this burden. Rather, the record shows that the Planning Staff relied on the substantial evidence in the record to make this decision.

Specifically, under MCMC section 17.24.030.C states: *“The owner of a minor home occupation may request a home occupation business license from the City. If the owner of a minor home occupation requests a business license, the applicant shall be subject to all regulations outlined in this chapter and title 5 of this code, and shall pay the license fees outlined in section 5.08.010 of this code.”* Business License Code Section 05.08.010 states: *The fee schedule or home occupation businesses is \$100.*

- A. That the proposed use of the particular location is allowed as an accessory use in residential districts which are compatible with, and not detrimental to, the neighborhood in which they are located. Per Section 17.24.010, Purpose.
- B. Home occupation business uses must be clearly incidental and secondary to the residential use of the dwelling and may not change the residential character of the dwelling, are limited to those uses which may be conducted within a residential dwelling without changing the appearance or condition of that residence. Per Section 17.24.040.E
- C. The Purpose of the G-O Zone (General Office) is to provide for a wide variety of general office uses in an attractive office environment. This zone is often used in buffer or transition areas separating commercial/industrial uses from residential areas. Increased emphasis is given to quality design, materials, landscaping, neighborhood compatibility, and off-street parking facilities. Per Section 17.144.010.
- D. With the city conceding to the allowance that (Lu#1113) a single-family dwelling attached to nonresidential is allowed in the G-O Zone, the applicant will be required to bring the dwelling into conformance with the addition of a nonresidential use (office use) to meet the G-O Zoning regulations as permitted in Section 17.144.020.B. (LU#1113) within a timely manner. It is suggested that a time period be given for this to occur.

The Planning Staff has substantiated relevant information and reports sufficient to enable Staff to render a proper decision based upon substantial evidence.

The record shows that the Planning Staff made its decision to not allow a home-based business license for the property at 20 East Winchester Street based upon substantial evidence, and in accordance with applicable city ordinances. The evidence upon which the Planning Staff

relied was of such a nature that it would be adequate to convince a reasonable mind to support the conclusion they made. Because substantial evidence exists to support each element required by City code, the appeal should be denied.

2. The Planning Staff Decision was not Illegal

A land use decision will only held to be illegal if it is based on an incorrect interpretation of a land use regulation or contrary to law. *See* UCA 10-9a-707(4)(a)&(b) Again, the appellant has the burden to prove a decision was illegal. They cannot meet this burden.

The Planning Staff, after reviewing the evidence, research, City and State Code, (a) determine the correctness of the land use authority's interpretation and application of the plain meaning of the land use regulations; (b) and interpret and apply a land use regulation to favor a land use application unless the land use regulation plainly restricts the land use application.

Accordingly, the Planning Staff acted in accordance with the law and based upon correct interpretations of land use ordinances. Appellant cannot show otherwise.

V. CONCLUSION

Appellant has failed to allege with specificity an error in any order, requirement, decision or determination made by the Planning Staff in the administration or interpretation of the city's land use ordinances. Thus, the appeal should be summarily denied. Alternatively, the appeal should be denied because the appellant fails to prove that the decision of the Planning Staff was arbitrary and capricious, or illegal.



MURRAY CITY CORPORATION
COMMUNITY & ECONOMIC DEVELOPMENT

Planning Division 801-270-2430

APPLICATION INCOMPLETE

August 4, 2023

S C Accounting Tax Services, LLC
Attn: Sonia Cordero
20 East Winchester Street
Murray, UT 84107

RE: Incomplete Appeal Application

Dear Ms. Cordero:

We received your Appeal of a Land Use form and check #0009 in the amount of \$100.00, which we are returning because it is incomplete. To complete the appeal application, per Municipal Land Use Code Section 17.16.030(C)(3): in addition to the application form filled out we need:

- A written statement, no more than five (5) pages with one-inch (1") margins, single-spaced, that concisely: (a) explains the appellant's standing to appeal; (b) identifies the alleged error in the administration or interpretation of the city's land use ordinances that is grounds for the appeal; and (c) provides reasons the appellant claims the applicable decision was made in error.
- The application must be signed and dated on the bottom line as indicated "Authorized Signature" and "Date".

The time frame to Appeal a Staff Determination is ten (10) calendar days from the date you receive this letter. Upon receipt of a completed appeal application, the matter shall be placed on the next available hearing officer agenda for which the item may be reasonably scheduled. The hearing officer shall proceed to take all steps necessary to review and hear the appeal at a public meeting. The hearing officer shall respect the due process rights of each of the participants.

I am including the Appeal of Land Use Decision application for your convenience and reference.

Sincerely,

Susan Nixon, Senior Planner
Murray City Planning Division
10 West 4800 South Murray, Utah 84107
Phone: (801) 270-2430

CC: Fred Cox via email to fred@entelen.com



MURRAY CITY CORPORATION
COMMUNITY & ECONOMIC DEVELOPMENT

Building Division 801-270-2400

Planning Division 801-270-2420

August 22, 2023

S C Accounting Tax Services, LLC
Attn: Sonia Cordero
20 East Winchester Street
Murray, Utah 84107

Re: Property located at 20 East Winchester Street
Parcel ID: 22-19-152-009

Dear Ms. Cordero,

This letter is to provide a status update to the discussions we have had regarding the property at 20 East Winchester Street (the "Property").

History

20 East Winchester is currently zoned as G-O (General Office). In March of 2015, it was zoned to G-O from its prior designation as R-1-8 (Residential Single Family). The Property was approved for a commercial subdivision on September 17, 2020. At this time, the residential use should have ceased. You subsequently purchased the Property in 2022.

On June 28, 2023, Mr. Cox met with Community and Economic Development staff to discuss the possibility of adding a business office to the residential dwelling, in order to come under Land Use No. 1113, which would allow a "single-family dwelling, attached to [a] nonresidential" structure. Mr. Cox was informed by the City on June 29, 2023 that the City disagreed with Mr. Cox's interpretation of Land Use No. 1113.

Noncompliance of Property

The Property is noncompliant, rather than nonconforming. See City Code chapter 17.52. The previous owners applied for a commercial subdivision. Before that plat was filed, the residence should have either been removed or the use changed to a nonresidential use, so as to comply with the G-O zone. Because of the zone change and the filing of the commercial subdivision plat, the residential use effectively should have ceased; it is no longer merely a nonconforming use – it is noncompliant. The residential use, on its own, is not allowed in the G-O zone.

Whether noncompliant or nonconforming, the Property could be brought into compliance by abandoning the noncompliant uses and by meeting all the requirements under the current zone. As suggested by Mr. Cox, under Land Use No. 1113 an attached nonresidential office would resolve the issue.

Absent the above addition, the Property remains noncompliant. It cannot have a home occupation business license issued. Home occupation licenses are intended for use in residential zones as other zones, such as G-O, already allow for the operation of businesses. Even if the City's home occupation ordinance allowed for home occupation businesses to be run in residences outside of a residential zone, the property is noncompliant and should not be a residence; thus no home occupation business license can be issued.

Further, the residence is nonconforming. Even if it wasn't noncompliant, the fact that it is nonconforming prevents the City from allowing a business, including a home based business, at the Property. In order to put in a business, which is an expansion of use under City Code chapter 17.52, the Property would need to be brought up to code. The way to bring a legal nonconforming residence up to code in the G-O zone would be to remove the residential use.

I hope this helps to clarify the City's position on these issues. The City agrees with you regarding application of Land Use No. 1113 in the G-O zone. The City disagrees with you regarding the license for a home occupation business.

Sincerely,

A handwritten signature in black ink, appearing to read "Phil Markham", with a long, sweeping horizontal line extending to the right.

Phil Markham, Director
Community and Economic Development

CC:

G.L. Critchfield, City Attorney
Fred Cox, AIA
Entelen Design Build, LLC
8707 Sandy Parkway
Sandy, Utah 84070



Murray City Corporation
10 East 4800 South Suite 260, Murray, UT 84107

BUSINESS LICENSE

THIS LICENSE EXPIRES 05/31/2024

SC Accounting & Tax Services L.L.C.
20 E Winchester St
Murray, UT 84107

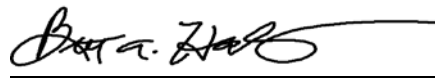
BUSINESS ID #: 20707

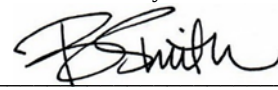
This certifies that the person or entity named herein is authorized to conduct business as:

Tax Return Prep Services at: 20 E Winchester St

Date Issued: 06/22/2023

Online Bookkeeping & Tax Prep.
No Accounting Services
No Employees Visit The Home
No Customers Visit The Home
Opt-In Home Occupation

By 
Mayor

By 
City Recorder

This license is not transferable and is only valid for the location and the ownership as listed on this license.

**Please detach the license above and post in a conspicuous place
Retain Bottom Portion for Receipt**

BUSINESS LICENSE EXPIRES 05/31/2024	Murray City Corporation 10 East 4800 South Murray, Utah 84107 (801) 270-2420	BUSINESS ID#: 20707
Business Name: SC Accounting & Tax Services L.L.C. Business Address: 20 E Winchester St City, State, Zip: Murray, UT 84107		
This certifies that the person or entity named herein is authorized to conduct business as: Tax Return Prep Services Licenses are valid only for the location and the ownership as listed on this license. Any changes will need to be reported to the Business Licensing Office. If the business no longer conducts business within Murray City, please notify our offices in writing. Responsibility of renewal is total responsibility of the Licensee. Failure to receive notice does not excuse this responsibility.	Total Received: \$100.00	



MURRAY CITY CORPORATION
COMMUNITY & ECONOMIC DEVELOPMENT

Building Division 801-270-2400

Planning Division 801-270-2420

SC Accounting & Tax Services LLC
20 E Winchester Street
Murray, UT 84107

July 21, 2023

Subject: Business License Issued in Error and Refund Process

Dear Sonia Cordero,

I hope this letter finds you well. I am writing to inform you of an administrative error that has occurred regarding the business license we issued to your company, SC Accounting & Tax Service L.L.C. I regret to inform you that the license #20707, issued on 6/22/2023, is not valid. Unfortunately, the location of your residence in the General Office Zone does not meet the land use ordinance section 17.24.020: Definitions; HOME OCCUPATION, GENERALLY: A business, occupation, profession, operation, managing or carrying on of a business for the purpose of economic gain, which activity is carried on as an accessory use *in a residential zone* by a bona fide resident of the dwelling. This definition shall not be construed to allow an employee, working in the employee's own home in the service of an employer who does not reside in the same dwelling.

Considering this situation, we will be taking the necessary steps to rectify the error by promptly canceling the business license that was issued in error and updating our records accordingly. You are requested to discontinue the use of the license and cease business operations at 20 E Winchester Street, at this time.

Furthermore, we understand that you have made a payment associated with the business license application. We apologize for any inconvenience caused, and we would like to assure you that a full refund will be issued to you in the amount of \$100.00.

We sincerely apologize for any disruptions this may have caused to your business plans. If you have any questions or require further information, please do not hesitate to contact Murray City Business Licensing.

Once again, we sincerely apologize for any inconvenience caused, and we appreciate your understanding and cooperation in this matter.

Yours sincerely,

Priscilla Kowalski
Business License Specialist
801-270-2449
10 East 4800 South
Murray, Utah 84107

CHAPTER 17.144**GENERAL OFFICE DISTRICT G-O****SECTION:****17.144.010: Purpose****17.144.020: Permitted Uses****17.144.030: Conditional Uses****17.144.040: Planning Commission Approval Required****17.144.050: Area And Coverage Regulations****17.144.060: Side Yard Regulations****17.144.070: Front Yard Regulations****17.144.080: Rear Yard Regulations****17.144.090: Lot Width Regulations****17.144.100: Height Regulations****17.144.110: Refuse Container Enclosed****17.144.120: Parking Regulations****17.144.130: Landscaping Regulations****17.144.140: Fencing Regulations****17.144.010: PURPOSE:**

To provide for a wide variety of general office uses in an attractive office environment. This zone is often used in buffer or transition areas separating commercial/industrial uses from residential areas. Increased emphasis is given to quality design, materials, landscaping, neighborhood compatibility, and off street parking facilities. (Ord. 07-30 § 2)

17.144.020: PERMITTED USES:

A. All uses and structures contained herein are listed by number as designated in the standard land use code published and maintained by the planning department.

B. The following uses are permitted in the G-O zone:

Use No.	Use Classification
Use No.	Use Classification
1113	Single-family dwelling, attached to nonresidential.
2834	Radiopharmaceutical manufacturing, preparations, meaning an entity that is engaged in manufacturing, preparing, propagating, compounding, practice of pharmacy, processing, packaging, repackaging, or labeling or pharmaceutical drugs containing radioactive isotopes.
4800	Utilities (lines and rights of way only) (except 4850).
5912	Prescriptions pharmacy (intended for the convenience of permitted, established uses and/or clients thereof, provided that no such business occupies more than 15 percent of the total floor area of the building in which it is located and has no separate street entrance).
5913	Medical cannabis pharmacy.
5996	Optical shops (intended for the convenience of permitted, established uses and/or clients thereof; provided, that no such business occupies more than 15 percent of the total floor area of the building in which it is located and has no separate street entrance).
6100	Finance, insurance, and real estate services (except 6112, 6123, 6124, 6141 - surety bail bonding only).
6221	Portrait photography.
6222	Commercial photography.
6230	Beauty and barber services.
6254	Shoe repair services.

6255	Shoeshine stands.
6296	Massage therapy (massage therapy only).
6297	Reiki, spiritual healing art.
6299	Life coaching, consulting.
6311	Advertising services (office only).
6316	Direct mail advertising (office only).
6319	Other advertising services NEC (office only).
6320	Consumer credit services.
6330	Duplicating, stenographic, and office services (except 6332).
6340	Dwelling, janitorial and other building services (office only) (except 6344, 6345).
6350	News syndicate services (office only).
6360	Employment services.
6390	Business services (office only).
6500	Professional services (office only) (except 6513, 6516).
6600	General contract construction (office only).
6700	Governmental services (except 6714, 6740, 6750, 6770).
6814	Charter school.
6830	Special training and schooling (except 6833, 6836 - classroom only).
6900	Miscellaneous service organizations (office only).

C. Accessory buildings which are customarily used in conjunction with and are incidental to the principal uses and structures allowed in the G-O zone. Accessory buildings and structures may be located in side and rear yard areas provided:

1. They must be located at least one foot (1') from all property lines;
2. Runoff drainage may not be directed onto adjacent property;
3. They are prohibited in a front yard area;
4. They must be located ten (10) or more feet from a dwelling on an adjacent lot;
5. On a corner lot, the accessory building must maintain a minimum twenty foot (20') setback;
6. Illumination shall be directed down and away from adjoining residences; and

7. If adjacent to a residential zoning district accessory buildings must maintain the ten foot (10') setback from required buffer landscaping.

(Ord. 22-17: Ord. 21-31: Ord. 19-37 § 4: Ord. 13-01: Ord. 07-40 § 3: Ord. 07-30 § 2)

17.144.030: CONDITIONAL USES:

The following uses and structures are permitted in the G-O zone only after a conditional use permit has been approved by the planning commission and subject to the terms and conditions thereof:

Use No.	Use Classification
Use No.	Use Classification
1210	Bed and breakfast homestay and inn, rooming and boarding houses (subject to meeting the area, height and yard requirements of the R-M-15 zone).
1241	Retirement homes, independent living or congregate care (subject to meeting the area, height and yard requirements of the R-M-15 zone).
4700	Communications.
4800	Utilities (except lines and rights of way).
4923	Travel arranging services (travel agencies).
5811	Restaurants.
6213	Dry cleaning services.
6295	Body art and tattoo studios.
6495	Locksmiths (office only).
6499	Camera and musical instrument repair.
6516	Skilled nursing, convalescent and rest home facilities. (Does not include asylums.)

6516.1	Assisted living facilities.
6810	Nursery, primary, and secondary education.
6815	Commercial childcare center.
6820	University, college, junior college, and professional school education.

(Ord. 22-17: Ord. 16-41: Ord. 07-30 § 2)

17.144.040: PLANNING COMMISSION APPROVAL REQUIRED:

All structures constructed in this zone require a conditional use permit approved by the planning commission, except for accessory buildings and structures. (Ord. 07-30 § 2)

17.144.050: AREA AND COVERAGE REGULATIONS:

None, except as required by the planning commission for conditional use permit. (Ord. 07-30 § 2)

17.144.060: SIDE YARD REGULATIONS:

The minimum side yard for any office building shall be ten feet (10'). On corner lots, the side yard which faces on the street shall not be less than twenty feet (20'). When a side yard abuts a residential zoning district, the side yard setback shall be a minimum of twenty feet (20'). (Ord. 07-30 § 2)

17.144.070: FRONT YARD REGULATIONS:

The minimum depth of the front yard shall be twenty feet (20') from the property line or street right of way line. (Ord. 07-30 § 2)

17.144.080: REAR YARD REGULATIONS:

None, except for rear yards abutting a residential zoning district which shall require a minimum of twenty feet (20'). (Ord. 07-30 § 2)

17.144.090: LOT WIDTH REGULATIONS:

The minimum lot width for any lot shall be ninety feet (90'). (Ord. 07-30 § 2)

17.144.100: HEIGHT REGULATIONS:

A. Height: The height of a structure located within one hundred feet (100') of the nearest boundary of a residential zone district may not exceed thirty feet (30'). Beyond one hundred feet (100'), the building height may increase one foot (1') of height for each additional four feet (4') of setback from the residential zone district.

B. Measurement Of Distances:

1. For purposes of this section, the width of public or private roadways shall be included in computing setback distances. For example, if a roadway is located on the boundary of a residential zoning district, the measurements required under this section shall be made from the property line of that roadway which is nearest the residential use or zone. Otherwise, the measurement shall be made from the residential zoning district boundary.

2. Setback distances to structures located pursuant to this section shall be measured from the nearest residential zoning district boundary, except as otherwise provided in this section, to the nearest exterior wall of the structure.

C. Authority: Nothing in this section shall be construed to limit the authority of the planning commission to review building materials, design elements, and other aesthetic considerations as it deems proper to mitigate or modify the visual impact of the height of buildings upon surrounding land uses.

D. Decision Of Building Official: The city building official shall determine the height of a building under this section. That decision is deemed to be an administrative decision and may be appealed to the appeal authority as provided in this title. (Ord. 14-10: Ord. 07-30 § 2)

17.144.110: REFUSE CONTAINER ENCLOSED:

Each refuse container area shall be totally enclosed with a six foot (6') solid barrier fence. (Ord. 07-30 § 2)

17.144.120: PARKING REGULATIONS:

A. All general office uses will be calculated at the ratio of four (4) off street parking stalls for each one thousand (1,000) square feet of net usable floor area or as determined by the planning commission.

B. All medical, dental, and related office uses will require one off street parking stall for each two hundred (200) square feet of net usable office area.

C. All other uses shall be calculated at the rate of one parking stall for each two hundred (200) square feet of net usable area. (Ord. 07-30 § 2)

17.144.130: LANDSCAPING REGULATIONS:

A. Ten feet (10') of landscaping shall be required along all frontage areas not occupied by drive accesses.

B. All landscaping must be sprinkled and planted with substantial live plant material for the purpose of buffering, screening and beautifying the site. At plant maturity the landscaping should represent, as a minimum standard, compatibility with surrounding developed properties and uses and must be permanently maintained by the owner or occupants.

C. Landscaping adjacent to a residential zoning boundary line will require a minimum landscaping buffer of ten feet (10') in width from the boundary line on the commercial side of the property excluding the fence, and curb wall if located adjacent to off street parking.

D. Landscaping adjacent to off street parking within the yard area will require a minimum landscaped area of five feet (5') providing it does not abut residential zoning. This requirement may be waived where the parking area is located in the rear or side yard and is not visible from the street.

E. Landscaping shall also be installed in all park strips to the same standards as other on site landscaping.

F. Landscaping must cover at least fifteen percent (15%) of the development site. (Ord. 07-30 § 2)

17.144.140: FENCING REGULATIONS:

Where the site abuts a residential zone, a six foot (6') high solid masonry wall shall be located on the property line. All fencing must comply with the city fence ordinance. (Ord. 07-30 § 2)

CHAPTER 17.24

HOME OCCUPATIONS

SECTION:

17.24.010: Purpose

17.24.020: Definitions

17.24.030: License/When Required

17.24.040: Regulations Generally

17.24.050: Major Home Occupations

17.24.060: Prohibited Uses

17.24.070: Application

17.24.010: PURPOSE:

The purpose of this chapter is to allow and regulate certain income producing accessory uses in residential districts which are compatible with, and not detrimental to, the neighborhood in which they are located. Home occupations are limited to those uses which may be conducted within a residential dwelling without changing the appearance or condition of that residence.

(Ord. 20-14: Ord. 13-12)

17.24.020: DEFINITIONS:

As used in this chapter:

ABUTTING: Bordering or touching, such as sharing a common lot or property line.

ADJACENT: Sharing a common property line or separated by a road right of way, drainage easement, or alley.

HOME OCCUPATION, GENERALLY: A business, occupation, profession, operation, managing or carrying on of a business for the purpose of economic gain, which activity is carried on as an accessory use in a residential zone by a bona fide resident of the dwelling. This definition shall not be construed to allow an employee, working in the employee's own home in the service of an employer who does not reside in the same dwelling.

MAJOR HOME OCCUPATION: A home occupation business where the combined off- site impact of the home occupation business and the primary residential use materially exceeds the off-site impact of the primary residential use alone.

MINOR HOME OCCUPATION: Any home occupation business not classified as a major home occupation.

(Ord. 20-14: Ord. 13-12)

17.24.030: LICENSE/WHEN REQUIRED:

A. A home occupation license shall be required to conduct a permitted major home occupation business in a residence located in a residential zone.

B. The City shall not require a license or charge fees to operate a minor home occupation business.

C. The owner of a minor home occupation may request a home occupation business license from the City. If the owner of a minor home occupation requests a business license, the applicant shall be subject to all regulations outlined in this chapter and title 5 of this code, and shall pay the license fees outlined in section 5.08.010 of this code.

(Ord. 20-14: Ord. 13-12)

17.24.040: REGULATIONS GENERALLY:

Major home occupation businesses are subject to the requirements of title 5 applicable to home occupation businesses. Both major and minor home occupations are accessory uses to the primary residential use, and are subject to the following regulations.

A. **Business To Be Conducted Within Main Dwelling:** The home occupation business use must be conducted entirely within the main dwelling, except that the outside yard areas may be used for group instruction, residential daycare facilities and group education uses.

B. **Bona Fide Resident:** The home occupation business may be conducted only by persons who are bona fide residents of the dwelling unit, and the dwelling unit must be established as the primary residence.

C. **On-Site Employees:** Up to one person not residing in the residence may work, volunteer or otherwise assist with the business on-site at the dwelling,. The owner of the business must reside in the residence. The planning commission may approve more than one non-resident employee if it finds (1) that the additional employee will not be employed as a driver of a work vehicle kept at the residence, and (2) that the employee's presence in the premises will not otherwise violate the intent of this chapter. Only one non-resident employee or volunteer, or such additional non-resident employees or volunteers

as approved by the planning commission through approval of a major home occupation, is allowed to work on-site per residence at any one time, regardless of the number of home occupation licenses held by persons residing in the residence.

D. **Off-Site Employees:** Any home occupation business licensed under this chapter may utilize persons to work, volunteers or assist with the business off-site. The off-site employee, volunteer or any other person assisting with the business shall not come to the home for purposes related to the home occupation business, nor shall they park at the home or on the street near the home.

E. **Accessory Use On The Property:** The business use must be clearly incidental and secondary to the residential use of the dwelling and may not change the residential character of the dwelling. No more than twenty five percent (25%) of the total main or upper floor area, or, in the alternative, no more than fifty percent (50%) of the total floor area of a basement, may be used to conduct a home occupation. Interior alterations to accommodate a home occupation are prohibited if the kitchen, the dining area, all bathrooms, the living room, or a majority of the bedrooms is eliminated. Signs related to the home occupation are prohibited unless otherwise provided in this title. Exterior alterations are prohibited if the alterations change the residential appearance of the dwelling. Home occupation businesses shall not involve the use of any accessory building or yard space for storage, sale, rental or display of supplies or inventory used in the home occupation.

F. **Commodities And Display For Sale:** Commodities may be produced on the premises in accordance with law. Sale of commodities from shelves or similar display on the premises is not allowed.

G. **Group Instruction/Childcare:** Group education, group instruction, childcare, and instruction of children, other than those residing in the dwelling, are allowed as a home occupation accessory use or as a conditional use only to the extent as allowed in this title.

H. **Multiple Businesses At Residence:** More than one home occupation business license per dwelling unit is allowed; provided, however, that the cumulative effect of such businesses shall not violate the provisions and the intent of this chapter. By way of illustration and not limitation, the conduct of multiple home occupations may not violate the prohibitions against excessive traffic, and the limit on the number of non-resident employees and motor vehicles allowed at a residence. Any or all of the home occupation licenses issued at a residence are subject to suspension or revocation if the cumulative effect of the conduct of those businesses violates this chapter.

I. **Conformity With Safety Codes:** Home occupation licensees shall comply with all State and local laws, including fire, building, and similar life safety and health codes.

J. **Subject To Inspections:** The premises of a home occupation may be inspected during reasonable business hours to determine compliance with the provisions of this title.

K. **Term Of License:** A home occupation business license shall be valid for twelve (12) months from the application date and may be renewed annually unless the license, or the privilege of renewing that license, has been revoked or suspended due to violations of this title or other laws applicable to the home occupation license. Home occupation business licenses are personal to the applicant, non-transferable and do not run with the land.

L. **Vehicles:** One business vehicle used by the licensee in connection with the home occupation may be parked at the premises, subject to the restrictions in this chapter. Other motor vehicles and equipment, and trailers used to transport the same, which are used in connection with the home occupation may not be stored or parked on the premises of the licensee or in any street adjacent to the licensed premises. Under no circumstances may motor vehicles having a gross vehicle weight rating of more than twelve thousand (12,000) pounds and which are used in connection with the home occupation be stored or parked on the premises of a home occupation or any street adjacent to those premises. By way of illustration and not limitation, this subsection is intended to prohibit the storage or parking of business fleet vehicles, such as limousines; service or work vehicles (snowplow/landscape maintenance trucks) and similar vehicles; delivery vehicles; and contractor's equipment and trailers used to transport the same. As provided in subsection B of this section, a non-resident employee may not be allowed to drive any business vehicle parked at the premises as permitted by this subsection as part of that employee's regular work assignment.

M. **Trailers:** Notwithstanding anything contrary in this chapter, one trailer may be used in association with the home occupation. Trailers allowed in conjunction with a home occupation business are as follows:

1. An open or enclosed trailer with a body length of twenty feet (20') or less, excluding the tongue.
2. Materials/equipment shall not be stored outside of the trailer.
3. The trailer may be placed in the side or rear yard behind a fence or garaged on private property and not within the front yard of any residential zone except on established driveways. A trailer must maintain a minimum setback of five feet (5') from the front property line so as to provide adequate visibility. If the home is located on a corner lot, the trailer shall not be stored on the street side of the house unless it is out of the required front yard setback. If the topography of the lot prohibits the parking of the trailer on the side, rear, or front yard, the trailer must be stored off-site.
4. The trailer must be well maintained and must not present negative impacts for adjacent neighbors including, but not limited to odors, dust, or parking location.
5. All areas utilized for the parking of trailers shall be paved with a hard surface, e.g., concrete, asphalt, brick or other water impenetrable surface. This includes the side, rear, and front yard of the home. It is prohibited to park upon areas that have been landscaped or are reserved for future landscaping.

6. A site plan shall be included with all business license applications indicating where the trailer will be stored.

N. Traffic: The traffic generated by a home occupation may not exceed that which would normally be expected in a residential neighborhood, and any need for parking generated by the conduct of such home occupation shall be met off the street according to city regulations. All business-related vehicles which park at the location of the home occupation business, including on-site employees, customers, clients, or business-related visitor vehicles, must use off-street parking. This provision excludes stops made by delivery vehicles. The home occupation shall not involve the use of commercial vehicles having a gross vehicle weight rating of more than twelve thousand (12,000) pounds for delivery of materials to or from the premises.

O. Approval Authority: Except as otherwise provided in this title, the community and economic development department is authorized to approve home occupation applications in accordance with this title.

P. Neighborhood Disruptions Not Permitted: The home occupation business may not interfere or disrupt the peace, quiet, and domestic tranquility of the neighborhood. The home occupation business shall not create, be associated with, or produce noises or vibrations, noxious odors, fumes, glare, dust, heat, excessive traffic, interferences with radio and television reception or any other adverse effects that may be discernible beyond the premises.

Q. Storage Of Dangerous Materials: The storage or use of flammable, explosive, or other dangerous materials is prohibited.

(Ord. 20-14)

17.24.050: MAJOR HOME OCCUPATIONS:

A. The following home occupations, which either require a client to come to the home or which may result in neighborhood impacts if not properly managed, may be authorized as an accessory use through a major home occupation permit pursuant to the standards specified in this section:

Barbers, cosmetologists, manicurists.

Contractor, "handyperson," and landscape or yard maintenance contractor; subject to the special conditions that no construction materials or equipment will be stored on the premises.

Counseling, when clients come to the home.

Home instruction including musical instruments, voice, dance, acting and educational subjects, swimming, tennis and other athletic instruction.

Other similar personal or professional services where the client comes to the home, including, but not limited to:

1. Childcare;
2. Preschool;
3. Home instruction.

B. Uses classified as major home occupations must comply with the standards of section 17.24.030 of this chapter, which shall be considered minimum standards. The Community and Economic Development Director or Planning Commission may require additional reasonable conditions to mitigate reasonably potential adverse impacts of the use on adjacent properties. These conditions may include, but are not limited to:

1. Limits on hours of operation;
2. Limits on numbers of clients per day/hour;
3. Provision of adequate off-street parking;
4. Other conditions reasonably related to mitigating adverse impacts resulting from the use.

(Ord. 20-14: Ord. 13-12)

17.24.060: PROHIBITED USES:

The following uses by the nature of the investment or operation have a pronounced tendency, once started, to rapidly increase beyond limits permitted for home occupations and thereby impair the use and value of a residentially zoned area for residence purposes. Therefore, the uses specified below shall not be permitted as home occupations regardless of their conformance with the other standards of this chapter:

Dental offices.

Electronics repair.

Limousine or taxi service.

Major appliance repair (washers, dryers, refrigerators, etc.).

Medical offices.

On site carpentry work including cabinetmaking or other similar uses which generate noise, dust or fumes.

Painting of vehicles.

Permanent yard sales.

Photo developing.

Photo studios.

Private schools.

Sexually oriented businesses.

Tattooing.

Trailer or boat repair.

Upholstering.

Vehicle repair.

Vehicle sales.

The listing of specific prohibited businesses in this section shall not be construed to allow or permit a home occupation business which otherwise violates this chapter.

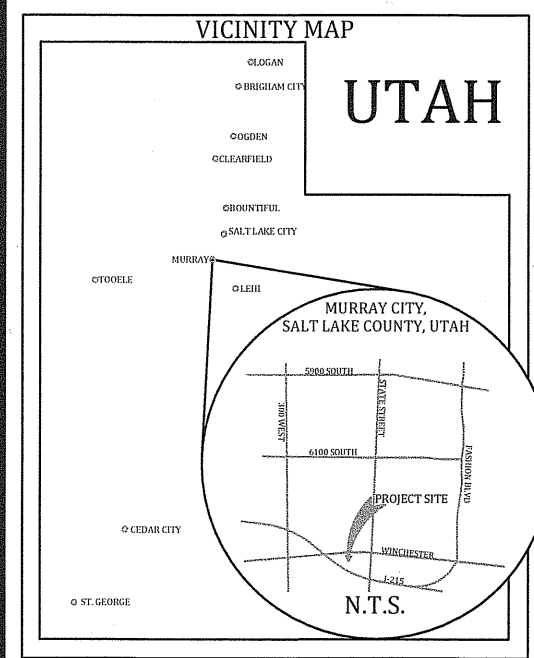
(Ord. 13-12)

17.24.070: APPLICATION:

An application for a home occupation business license shall be filed with the City Business License Division, and shall include the following information:

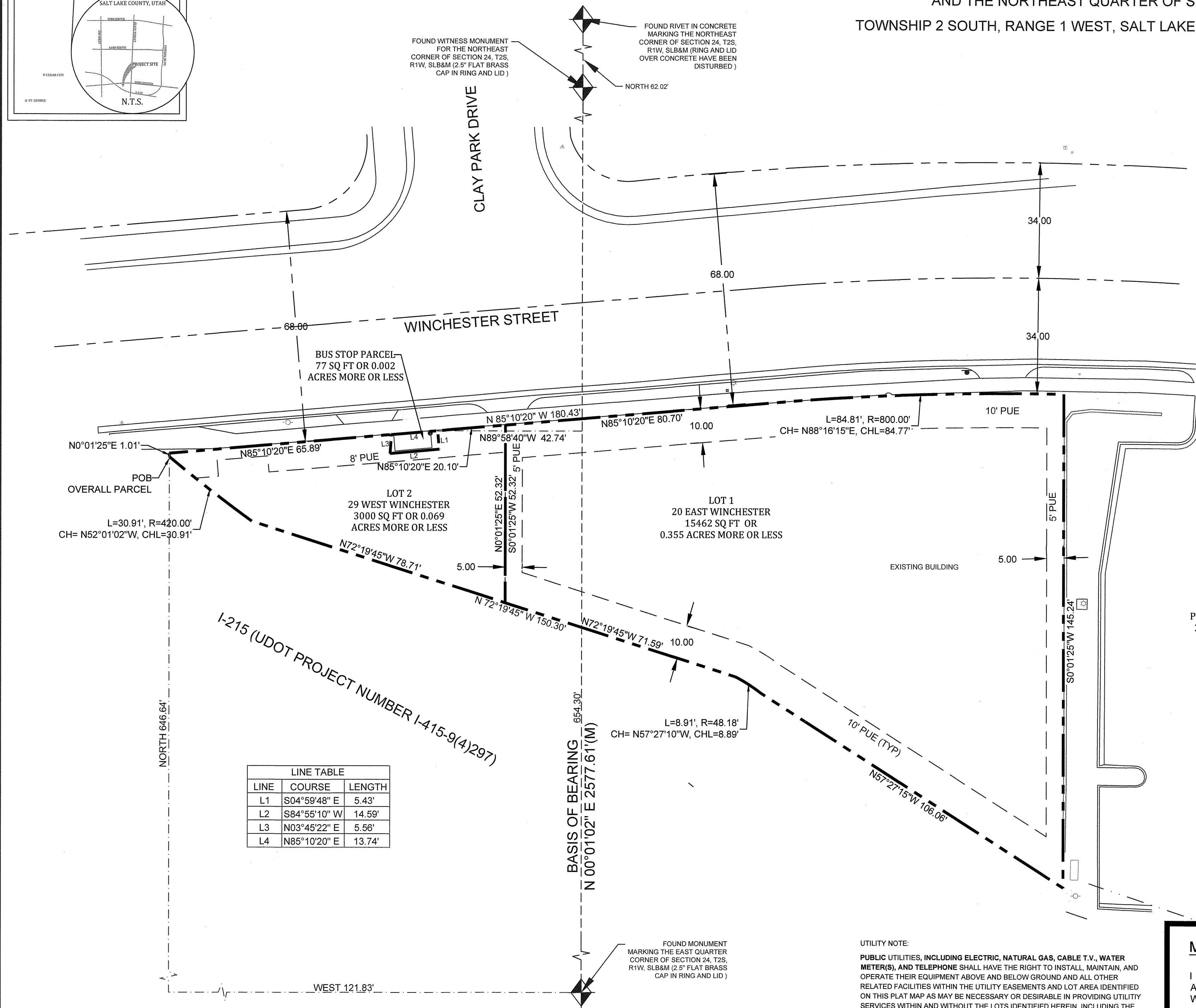
- A. A complete description of the type of business proposed including the location of the storage and operations area for the home occupation;
- B. A listing of the individuals at the home who will be working on the business;
- C. The expected hours of operation of the business;
- D. The expected number of clients per hour and total expected number of clients visiting the home per day;
- E. A site plan indicating areas of off-street parking for employees and clients;
- F. Neighboring Property Owner Information: Names, signatures and addresses of all abutting and adjacent property owners, including property owners across the street(s);
- G. Leased Property: Approval of the property management or property owner shall be required if the business is conducted on a leased property; and
- H. Notice To Neighboring Property Owners: Signatures of approval of all abutting and adjacent property owners on a form provided by the community and economic development division.
 - 1. If all of the required signatures cannot be obtained, the applicant may request the application be referred to the Planning Commission to be considered for approval subject to reasonable conditions related to mitigating reasonably potential adverse impacts.
 - 2. If all the required signatures are obtained, the director or designee will approve, approve with conditions, or refer the application to the Planning Commission to be considered for approval subject to reasonable conditions related to mitigating reasonably potential adverse impacts.
 - 3. Notification Of Decision: Within ten (10) working days of the director's decision, a letter shall be sent notifying the applicant of the decision required under subsection H2.

(Ord. 20-14: Ord. 13-12)



WINCHESTER CORNER

20 EAST WINCHESTER STREET, MURRAY CITY, SALT LAKE COUNTY, STATE OF UTAH 84107
SITUATE IN THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 2 SOUTH, RANGE 1 EAST
AND THE NORTHEAST QUARTER OF SECTION 24,
TOWNSHIP 2 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN.



LEGEND:	
BOUNDARY LINE:	---
P.O.B. TIES:	---
P.U.E. LINES:	---
EXISTING FEATURES:	---
SECTION LINE:	---
SECTION CORNER:	---

NOTES:
1-PARCEL IS IN FLOOD ZONE 'X' AS PER FEMA MAP NUMBER 49035C0294G, EFFECTIVE ON SEPTEMBER 25, 2009.
2-NO NEW UTILITIES WILL BE INSTALLED AS A PART OF THIS SUBDIVISION.
3-UTILITY EASEMENT RECORDED MARCH 30, 1981 AS ENTRY NUMBER 3548693 IN BOOK 5230 AT PAGE 107 IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER IS VACATED WITH THE RECORDED OF THIS PLAT. A NEW UTILITY EASEMENT WILL BE RECORDED SEPARATELY TO RE-ESTABLISH UTILITY EASEMENT IN LOCATION OF EXISTING FEATURES.
4-NO CORNERS WERE SET DURING THIS SURVEY. CORNERS WILL BE SET WITH A 1/2\"/>

SURVEYOR'S CERTIFICATE

I, MATTHEW C. STONES, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF UTAH, HOLDING LICENSE NUMBER: 7176711 DO HEREBY CERTIFY THAT THIS PLAT OF A PARCEL OF LAND SITUATE IN THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP2 SOUTH, RANGE 1 EAST, AND IN THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 2 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN HAS BEEN CORRECTLY DRAWN TO THE DESIGNATED SCALE, AND IS A TRUE AND CORRECT REPRESENTATION OF THE FOLLOWING DESCRIPTION OF LAND BASED UPON DATA COMPILED FROM RECORDS IN THE SALT LAKE COUNTY RECORDER'S AND SURVEYOR'S OFFICES AND AS SURVEYED ON THE GROUND.

DATE: 8-24-2020

MATT STONES
UT PLS #7176711



NARRATIVE

THIS SUBDIVISION WAS DONE UNDER THE AUTHORITY OF CELL TOWER HOLDINGS, LLC (THE PROPERTY OWNERS). THE BASIS OF BEARING FOR THIS PLAT IS N 00°01'02\"/>

OVERALL PARCEL DESCRIPTION:

BEGINNING AT A POINT 121.83 FEET WEST AND 646.645 FEET NORTH FROM THE EAST QUARTER CORNER OF SECTION 24, TOWNSHIP 2 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE NORTH 00°01'25\"/>

LESS AND EXCEPTING THAT PORTION DEEDED TO THE UTAH DEPARTMENT OF TRANSPORTATION IN THAT CERTAIN WARRANTY DEED, RECORDED JUNE 22, 2010 AS ENTRY NO. 10975461 IN BOOK 9834 AT PAGE 6739 OF OFFICIAL RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH RIGHT OF WAY LINE OF WINCHESTER STREET, WHICH POINT IS NORTH 00°01'20\"/>

OWNER'S DEDICATION:

KNOWN ALL MEN BY THESE PRESENTS THAT I (WE), THE UNDERSIGNED OWNER(S) OF THE ABOVE DESCRIBED TRACT(S) OF LAND, HAVE CAUSED THE SAME TO BE SUBDIVIDED AS SHOWN ON THIS PLAT INTO LOTS, STREETS AND EASEMENTS TO BE HEREAFTER KNOWN AS:

WINCHESTER CORNER

AND DO HEREBY DEDICATE FOR THE PERPETUAL USE OF THE PUBLIC ALL PARCELS OF LAND SHOWN ON THIS PLAT AS INTENDED FOR PUBLIC USE.

N WITNESS WHEREOF, I, Kenneth Bell THE MANAGING MEMBER OF CELL TOWER HOLDINGS, LLC, HAVE HEREUNTO SET MY HAND THIS 28th DAY OF September, 2021.
Kenneth Bell (SIGNATURE)
KENNETH BELL (MANAGING MEMBER)

ACKNOWLEDGEMENT:

STATE OF UTAH
COUNTY OF SALT LAKE

ON THIS 28th DAY OF September, 2021, BEFORE ME Susan Nixon, A NOTARY PUBLIC, PERSONALLY APPEARED Kenneth Bell, A MANAGING MEMBER OF CELL TOWER HOLDINGS, LLC, PROVED ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO IN THE FOREGOING OWNER'S DEDICATION AND CONSENT REGARDING WINCHESTER CORNER SUBDIVISION AND WAS SIGNED BY HIM/HER ON BEHALF OF SAID CELL TOWER HOLDINGS, LLC AND ACKNOWLEDGED THAT HE/SHE/THEY EXECUTED THE SAME.

MY COMMISSION EXPIRES: 5/9/2023 COMMISSION NUMBER: 705250
Susan Nixon (SIGNATURE)
NOTARY PUBLIC PRINT NAME

STATE OF UTAH
COUNTY OF SALT LAKE

ON THIS 28th DAY OF September, 2021, BEFORE ME Susan Nixon, A NOTARY PUBLIC, PERSONALLY APPEARED Stephen McPhie, A MANAGING MEMBER OF CELL TOWER HOLDINGS, LLC, PROVED ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO IN THE FOREGOING OWNER'S DEDICATION AND CONSENT REGARDING WINCHESTER CORNER SUBDIVISION AND WAS SIGNED BY HIM/HER ON BEHALF OF SAID CELL TOWER HOLDINGS, LLC AND ACKNOWLEDGED THAT HE/SHE/THEY EXECUTED THE SAME.

MY COMMISSION EXPIRES: 5/9/2023 COMMISSION NUMBER: 705250
Susan Nixon (SIGNATURE)
NOTARY PUBLIC NAME NOTARY PUBLIC COMMISSIONED IN UTAH

WINCHESTER CORNER

MURRAY CITY, SALT LAKE COUNTY, STATE OF UTAH 84107
SITUATE IN THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 2 SOUTH,
RANGE 1 EAST, AND THE NORTHEAST QUARTER OF SECTION 24,
TOWNSHIP 2 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN.

RECORDER INFORMATION

RECORD # 13804199
STATE OF UTAH, COUNTY OF SALT LAKE, RECORDED AND FILED AT THE REQUEST OF Cell Tower Holdings LLC
DATE 10/21/2021 TIME 10:23 AM
IN BOOK 221P PAGE 262
FEE \$ 54.00

Susan Nixon DEPUTY
SALT LAKE COUNTY RECORDER

OWNER: CELL TOWER HOLDINGS, LLC
2893 EAST COUNTY ROAD, SALT LAKE CITY, UTAH 84121
SURVEYOR: MATT STONES, PLS
842 SOUTH 1150 WEST, CLEARFIELD, UT. 84015
801-201-5699

MURRAY CITY GIS:

APPROVED THIS 1st DAY OF October A.D. 2021 BY MURRAY CITY GIS DEPARTMENT
BY: [Signature]

MURRAY CITY FIRE DEPARTMENT:

APPROVED THIS 5th DAY OF October A.D. 2021 BY MURRAY CITY FIRE DEPARTMENT
BY: [Signature]

CITY PLANNING COMMISSION:

APPROVED THIS 7th DAY OF October A.D. 2021 BY MURRAY CITY PLANNING COMMISSION.
BY: [Signature]

MURRAY POWER:

APPROVED THIS 4th DAY OF OCTOBER A.D. 2021 BY MURRAY CITY POWER.
BY: [Signature]

MURRAY CITY SEWER:

APPROVED THIS 30 DAY OF September A.D. 2021 BY MURRAY CITY SEWER.
BY: [Signature]

EASEMENT APPROVAL:

APPROVED AS TO FORM THIS 12th DAY OF OCTOBER A.D. 2021
BY: [Signature] MURRAY CITY ATTORNEY

MURRAY CITY ENGINEER:

I CERTIFY THAT THIS OFFICE HAD THIS PLAT EXAMINED AND FIND THAT IT IS CORRECT AND IN ACCORDANCE WITH THE INFORMATION ON FILE IN THIS OFFICE.

[Signature] 10-11-21
MURRAY CITY ENGINEER DATE

SALT LAKE COUNTY HEALTH DEPARTMENT:

APPROVED THIS 27 DAY OF September A.D. 2021 BY SALT LAKE COUNTY HEALTH DEPARTMENT.
BY: [Signature]

SALT LAKE COUNTY SURVEYOR:

RECORD OF SURVEY NUMBER: S2020100781
COUNTY SURVEYOR REVIEWER DATE

MURRAY CITY MAYOR:

PRESENTED TO MURRAY CITY THIS 17 DAY OF October A.D. 2021
AT WHICH TIME THIS SUBDIVISION WAS APPROVED AND ACCEPTED.

BY: [Signature] 10/13/2021
MAYOR DATE

ATTEST: [Signature] 10/13/2021
CLERK DATE





Parcel Data And Documents
For Parcel Number • 22-19-152-009-0000

Active Parcel Number

Legal Description:

LOT 1, WINCHESTER CORNER.

Acreage:

0.3550

City:

MURRAY

Address:

20 E WINCHESTER ST

Land Value:

Bldg Value:

Total Value:

Owner of Records Found: 1

AIR PLUS PROPERTIES LLC

Total Documents Found: 2

Entry	Book	Page	Type	Date	First Party	Second Party	Consideration	Abstract	Plat
13927184	11325	7477	WD	4/6/2022	CELL TOWER HOLDINGS, LLC	AIR PLUS PROPERTIES LLC		✓	✓
13927231	11325	7818	TRD	4/6/2022	AIR PLUS PROPERTIES, L.L.C	MOUNTAIN AMERICA FEDERAL CREDIT UNION	325,500.00	✓	

AIR PLUS PROPERTIES, L.L.C.

[Update this Business](#)

Entity Number: 12687430-0160

Company Type: LLC - Domestic

Address: 20 EAST WINCHESTER STREET MURRAY, UT 84107

State of Origin:

Registered Agent: SONIA CORDERO

Registered Agent Address:

20 EAST WINCHESTER STREET

MURRAY, UT 84107

[View Management Team](#)

Status: Active

[Purchase Certificate of Existence](#)

Status: Active  as of 05/02/2023

Renew By: 02/29/2024

Status Description: Current

The "Current" status represents that a renewal has been filed, within the most recent renewal period, with the Division of Corporations and Commercial Code.

Employment Verification: Not Registered with Verify Utah

[History](#)

[View Filed Documents](#)

Registration Date: 02/03/2022

Last Renewed: 05/02/2023

[<< Back to Search Results](#)

Business Name:

Give Feedback



Parcel Data And Documents
For Parcel Number • 22-19-152-006-0000

The Parcel Number is Obsolete

Legal Description:

BEG N 89°51'53" W 122.1 FT & N 0°01'25" E 528.7 FT & S 83°43'35" E 176.14 FT & N 0°01'25" E 153.15 FT FR SW COR OF NW 1/4 SEC 19, T 2S, R 1E, SLM; N 85°09'29" E 4.64 FT; S LY ALG CURVE TO R 85.21 FT; S 0°01'14" W 141.97 FT TO FREEWAY; NW LY ALG SD FREEWAY 104.28 FT; N 0°01'25" E 85.71 FT TO BEG. ALSO BEG N 89°51'53" W 122.1 FT & N 0°01'25" E 647.77 FT FR E 1/4 COR SEC 24, T2S, R1W, SLM; N 85°09'29" E 175.73 FT; S 0°01'25" W 85.71 FT; NW LY ALG CURVE TO R 8.89 FT; N 72°19'45" W 150.3 FT; NW LY ALG CURVE TO R 30.91 FT; N 0°01'25" E 1.45 FT TO BEG. LESS & EXCEPT BEG N 0°01'20" E 654.30 FT & N 89°58'40" W 42.74 FT FR E 1/4 COR SEC 24, T2S, R1W, SLM; S 04°59'48" E 5.43 FT; S 84°55'10" W 14.59 FT; N 03°45'22" E 5.56 FT; N 85°10'20" E 13.74 FT M OR L TO BEG. 0.42 AC M OR L. 6347-0864 9834-6737 9834-6739 10282-2617

Acreage: 0.4200 **City:** **Address:**

Land Value: 87,200.00 **Bldg Value:** 212,600.00 **Total Value:** 299,800.00

Owner of Records Found: 1
CELL TOWER HOLDINGS LLC

Total Documents Found: 10

Entry	Book	Page	Type	Date	First Party	Second Party	Consideration	Abstract	Plat
11623270	10129	7699	MEMO	4/22/2013	VERIZON WIRELESS SHARP, SHIRLEY G TR	TO WHOM IT MAY CONCERN			
11962521	10282	2611	AFFID	12/16/2014	VERIZON WIRELESS LLC SHARP, KEN TR AMERICAN TOWER DELAWARE CORP SHARP, DENNIS TR	TO WHOM IT MAY CONCERN			
11962522	10282	2617	AFFID	12/16/2014	SHARP, DENNIS SHARP, RICHARD WILLIAM DECNT SHARP, SHIRLEY GATHERUM DECNT SHARP, SHIRLEY G DECNT SHARP, KENNETH JAMES SHARP, RICHARD W DECNT	TO WHOM IT MAY CONCERN			
11962523	10282	2627	WD	12/16/2014	SHARP, KENNETH JAMES TR SHARP, DENNIS RICHARD TR	BELL, KENNETH E TC MCPHIE, STEPHEN A TC			
11962524	10282	2629	ASSIGN	12/16/2014	BELL, KENNETH E MCPHIE, STEPHEN A SHARP, DENNIS RICHARD TR SHARP, KENNETH JAMES TR	TO WHOM IT MAY CONCERN			
12685609	10632	7784	QCD	12/22/2017	BELL, KENNETH E MCPHIE, STEPHEN A	CELL TOWER HOLDINGS LLC PINECONE PROPERTIES LLC		✓	✓
13608693	11143	1133	NT INT	3/24/2021	L.H. PERRY INVESTMENTS, LLC	TO WHOM IT MAY CONCERN		✓	
13699582	11195	8945	REL	6/24/2021	L.H. PERRY INVESTMENTS, LLC	TO WHOM IT MAY CONCERN		✓	
13756318	11229	1653	ABAND	8/27/2021	CELL TOWERS HOLDINGS, LLC	MURRAY CITY CORPORATION		✓	
13804199	11257	3099	PLAT	10/21/2021	CELLTOWER HOLDINGS LLC	TO WHOM IT MAY CONCERN		✓	✓

AIR PLUS PROPERTIES, L.L.C.[Update this Business](#)**Entity Number:** 12687430-0160**Company Type:** LLC - Domestic**Address:** 20 EAST WINCHESTER STREET MURRAY, UT 84107**State of Origin:****Registered Agent:** SONIA CORDERO**Registered Agent Address:**

20 EAST WINCHESTER STREET

MURRAY, UT 84107

[View Management Team](#)**Status:** Active[Purchase Certificate of Existence](#)**Status:** Active  as of 05/02/2023**Renew By:** 02/29/2024**Status Description:** Current

The "Current" status represents that a renewal has been filed, within the most recent renewal period, with the Division of Corporations and Commercial Code.

Employment Verification: Not Registered with Verify Utah[History](#)[View Filed Documents](#)**Registration Date:** 02/03/2022**Last Renewed:** 05/02/2023[<< Back to Search Results](#)

Business Name:

RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:

STEFF MCLANE – CRE Loan Closer
MOUNTAIN AMERICA FEDERAL CREDIT UNION
9800 South Monroe Street
Sandy, Utah 84070
Parcel ID No. 22-19-152-009

DEED OF TRUST, ASSIGNMENT OF LEASES AND RENTS, FIXTURE FILING,
SECURITY AGREEMENT, AND FINANCING STATEMENT

Deed of Trust, Security Agreement, and Financing Statement ("Deed of Trust") made as of April 5, 2022, between and among **AIR PLUS PROPERTIES, L.L.C.**, a Utah limited liability company, as trustor (individually, "Trustor"), **MOUNTAIN AMERICA FEDERAL CREDIT UNION**, a federal credit union as trustee ("Trustee"), and **MOUNTAIN AMERICA FEDERAL CREDIT UNION**, a federal credit union, as beneficiary (the "Beneficiary"). Trustor, Trustee, and Beneficiary are sometimes hereinafter referred to collectively as the "Parties" or, individually, as a "Party."

1. CONVEYANCE AND SECURED OBLIGATIONS.

1.1. Conveyance. For purposes of securing payment and performance of the Secured Obligations defined and described in Section 1.3 hereof, Trustor hereby irrevocably and unconditionally grants, transfers, conveys, warrants, and assigns to Trustee, in trust, with power of sale, for the benefit and security of Beneficiary, as beneficiary hereunder, subject to the terms and conditions of this Deed of Trust, all estate, right, title, and interest which Trustor now has or may later acquire in and to the following property (all or any part of such property, or any interest in all or any part of such property, as the context may require, is hereinafter referred to as the "Property"):

(a) that certain real property located in the County of Salt Lake, State of Utah, and more particularly described in Exhibit A attached hereto, together with all existing and future easements and rights affording access to such real property (the "Land");

(b) all buildings, structures, and improvements now located or later to be constructed on the Land (the "Improvements");

(c) all existing and future appurtenances, privileges, easements, franchises, and tenements of the Land, including all minerals, oil, gas, other hydrocarbons, and associated substances, sulfur, nitrogen, carbon dioxide, helium, and other commercially valuable substances which may be in, under, or produced from any part of the Land, all development rights and credits, air rights, water, water rights (whether riparian, appropriative, or otherwise, and whether or not appurtenant), and water stock, and any land lying in the streets, roads, or avenues, open or proposed, in front of or adjoining the Land and Improvements;

(d) all existing and future leases, subleases, subtenancies, licenses, occupancy agreements, and concessions (collectively, "Leases") relating to the use and enjoyment of all or any part of the Land and Improvements, and any and all guaranties and other agreements relating to or made in connection with any of such Leases, together with all rents, proceeds, issues, and profits arising therefrom or in any way associated therewith (collectively, "Rents");

(e) all goods, materials, supplies, chattels, furniture, fixtures, equipment, and machinery now or later to be attached to, placed in or on, or used in connection with the use, enjoyment, occupancy, or operation of, all or any part of the Land and Improvements, whether stored on the Land or elsewhere, including all pumping plants, engines, pipes, ditches, and flumes, and also all gas, electric, cooking, heating, cooling, air conditioning, lighting, refrigeration, and plumbing fixtures and equipment, all of which shall be considered to the fullest extent of the law to be real property for purposes of this Deed of Trust;

(f) all building materials, equipment, work in process, or other personal property of any kind, whether stored on the Land or elsewhere, which have been or later will be acquired for the purpose of being delivered to, incorporated into, or installed in or about the Land or the Improvements;

(g) all of Trustor's interest in and to loan funds, whether disbursed or not, and any of Trustor's funds now or later to be held by or on behalf of Beneficiary;

(h) all rights to the payment of money, accounts, accounts receivable, reserves, deferred payments, refunds, cost savings, payments, and deposits, whether now or later to be received from third parties (including all earnest money sales deposits) or deposited by Trustor with third parties (including all utility deposits), contract rights, development and use rights, governmental permits and licenses, applications, architectural and engineering plans, specifications and drawings, as-built drawings, chattel paper, instruments, documents, notes, drafts, and letters of credit (other than letters of credit in favor of Beneficiary), which arise from or relate to construction on the Land or to any business now or later to be conducted on the Land, or to the Land and Improvements generally;

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04/06/2022 09:58 AM By: asteffensen Fees: \$40.00

TRD- TRUST DEED

Rashelle Hobbs, Recorder, Salt Lake County, Utah

Return To: TITLEONE - SECURED LAND TITLE

7090 S UNION PARK AVE STE 425 MIDVALE, UT 840476044

(i) all proceeds, including all claims to and demands for such proceeds, of the voluntary or involuntary conversion of any of the Land, Improvements, or the other property described above into cash or liquidated claims, including proceeds of all present and future fire, hazard, or casualty insurance policies and all condemnation awards or payments now or later to be made by any public body or decree by any court of competent jurisdiction for any taking or in connection with any condemnation or eminent domain proceeding, and all causes of action and their proceeds for any damage or injury to the Land, Improvements, or the other property described above or any part of them, or breach of warranty in connection with the construction of the Improvements, including causes of action arising in tort, contract, fraud, or concealment of a material fact;

(j) all books and records pertaining to any and all of the property described above, including computer-readable memory and data, together with any computer hardware or software necessary to access and process such memory and data (collectively, "Books and Records");

(k) (i) all agreements heretofore or hereafter entered into relating to the construction, ownership, operation, management, leasing, or use of the Land or Improvements and any and all present and future amendments, modifications, supplements, and addenda to any of such items; (ii) any and all guarantees, warranties, and other undertakings (including payment and performance bonds) heretofore or hereafter entered into or delivered with respect to any of the items described in clause (i) above; (iii) all trade names, trademarks, logos, and other materials used to identify or advertise, or otherwise relating to the Land or Improvements; and (iv) all building permits, governmental permits, licenses, variances, conditional or special use permits, and other authorizations (collectively, "Permits") now or hereafter issued in connection with the construction, development, ownership, operation, management, leasing, or use of the Land or Improvements, to the fullest extent that the same or any interest therein may be legally assigned by Trustor; and

(l) all proceeds of, additions and accretions to, substitutions and replacements for, and changes in any of the property described above.

1.2 Assignment of Rents.

(a) Assignment. Trustor hereby irrevocably, presently, absolutely and unconditionally assigns and transfer to Beneficiary: (a) the Rents, whether now due, past due, or to become due, together with the right, power and authority to collect the same, (b) all leased by or through Trustor as lessor, written or oral, now in existence or hereafter arising, and any and all extensions or renewals thereof, together with the right, power and authority of Trustor to alter, modify, or change the terms thereof or surrender, cancel or terminate the same, and (c) any and all guarantees of any obligations of any lessee under each of the leases (a "Lessee"). The assignments in this section are absolute assignments and irrevocable from Trustor to Beneficiary and not merely the passing of security interests or assignments for security only.

(b) Grant of License. Beneficiary hereby confers upon Trustor a license ("License") to collect and retain the Rents as they become due and payable, and to administer the leases, so long as no Event of Default, as defined below, shall exist and be continuing. If an Event of default has occurred and is continuing, such License shall terminate without notice or demand upon Trustor, without regard to the adequacy of Beneficiary's security under this Deed of Trust.

(c) Collection and Application of Rents, Issues and Profits. Subject to the License granted to Trustor under the above section, Beneficiary has the right, power, and authority to collect any and all Rents and to administer the leases. Trustor hereby appoints Beneficiary its attorney-in-fact, couple with an interest, to, at such times as Beneficiary may choose in its sole discretion: (1) demand, receive and enforce payment of any and all Rents; (2) give receipts, releases and satisfactions for any and all Rents; or (3) sue either in the name of the Trustor and/or in the name of the Beneficiary for any and all Rents. Beneficiary's right to the Rents does not depend on whether or not Beneficiary takes possession of the Land and Improvements as permitted hereunder.

1.3 Secured Obligations. This Deed of Trust is made for the purpose of securing the following obligations (the "Secured Obligations") in any order of priority that Beneficiary may from time to time choose:

(a) Payment of all obligations at any time owing under a certain Non-Revolving Promissory Note (the "Note") of even date herewith, payable by Trustor as maker in the stated principal amount of Three Hundred Twenty-Five Thousand Five Hundred and 00/100 Dollars (\$325,500.00) to the order of Beneficiary; which Note matures and is due and payable as set forth in the Note; and

(b) Payment and performance of all obligations of Trustor under this Deed of Trust; and

(c) Payment and performance of all future advances and other obligations that Trustor or any successor in ownership of all or part of the Property may agree to pay and/or perform (whether as principal, surety, or guarantor) for the benefit of Beneficiary, when a writing evidences the Parties' agreement that the advance or obligation is to be secured by this Deed of Trust; and

(d) Payment and performance of all modifications, amendments, extensions, and renewals, however evidenced, of any of the Secured Obligations.

All persons who may have or acquire an interest in all or any part of the Property will be considered to have notice of, and will be bound by, the terms of the Secured Obligations and each other agreement or instrument made or entered into in connection with each of the Secured Obligations.

The Note, a certain Loan and Security Agreement (the "Loan Agreement"), and certain other documents (collectively, the "Other Loan Documents") being executed and delivered in connection with the Note and the Loan Agreement evidence a certain loan (the "Loan") from Beneficiary to Trustor (the Note, the Loan Agreement, this Deed of Trust, and the Other Loan Documents are sometimes hereinafter referred to collectively as the "Loan Documents").

2. GRANT OF SECURITY INTEREST.

2.1 Security Agreement. The Parties acknowledge that some of the Property may be determined under applicable law to be personal property or fixtures. To the extent that any Property may be personal property, Trustor, as debtor, hereby grants Beneficiary, as secured party, a security interest in all such Property, to secure payment and performance of the Secured Obligations. This Deed of Trust constitutes a security agreement under the Uniform Commercial Code as in effect in the State of Utah (the "Code"), covering all such Property.

2.2 Financing Statements. If required by Beneficiary at any time or from time to time, Trustor shall execute one or more financing statements and such other documents which Beneficiary determines to be necessary or appropriate to perfect or continue the perfection of Beneficiary's security interest in any Property. Trustor shall pay all fees and costs that Beneficiary may incur in filing such documents in public offices and in obtaining such record searches as Beneficiary may reasonably require. In case Trustor fails to execute any financing statements or other documents for the perfection or continuation of any security interest, Trustor hereby appoints Beneficiary as Trustor's true and lawful attorney-in-fact to execute any such documents on Trustor's behalf.

2.3 Fixture Filing. This Deed of Trust constitutes a financing statement filed as a fixture filing under the Code, as amended or recodified from time to time, covering any of the Property which now is or later may become fixtures attached to the Land or the Improvements. The following addresses are the mailing addresses of Trustor, as debtor under the Code, and Beneficiary, as secured party under the Code, respectively:

Trustor: AIR PLUS PROPERTIES, L.L.C., 1121 South Redwood Road, Salt Lake City, UT 84104

Beneficiary: Mountain America Federal Credit Union, 9800 South Monroe Street, Sandy, Utah 84070

3. REPRESENTATIONS, COVENANTS AND AGREEMENTS.

3.1 Good Title. Trustor covenants that Trustor is lawfully seized of the Property, that the Property is unencumbered, and that Trustor has good right, full power, and lawful authority to convey, mortgage, and grant a deed of trust with respect to such Property, and that Trustor will warrant and forever defend the Property and the quiet and peaceful possession of the same against the lawful claims of all persons whomsoever.

3.2 Subrogation. Beneficiary shall be subrogated to the liens of all encumbrances, whether released of record or not, which are discharged in whole or in part by Beneficiary in accordance with this Deed of Trust or with the proceeds of the Loan or any other loan secured by this Deed of Trust.

3.3 Releases, Extensions, Modifications, and Additional Security. From time to time, Beneficiary may perform any of the following acts without incurring any liability or giving notice to any person: (i) release any person liable for payment of any of the Secured Obligations; (ii) extend the time for payment, or otherwise alter the terms of payment, of any of the Secured Obligations; (iii) accept additional real or personal property of any kind as security for any of the Secured Obligations, whether evidenced by deeds of trust, mortgages, security agreements, or any other instruments of security; (iv) alter, substitute, release, or partially release, any Property securing and of the Secured Obligations; (v) consent to the making of any plat or map of the Property or any part of it; (vi) join in granting any easement or creating any restriction affecting the Property; or (vii) join in any subordination or other agreement affecting this Deed of Trust.

3.4 Hazardous Materials. Trustor hereby represents and warrants that: (a) the Property and all of the collateral or other security (collectively, the "Collateral") for the Loan, are not now and have never been used to generate, manufacture, refine, transport, treat, store, handle, dispose, transfer, produce, process, or in any manner deal with "Hazardous Materials" (as such term is hereinafter defined), and that no Hazardous Materials have ever been installed, placed, or in any manner dealt with in connection with the Collateral or the Property, and (b) that no owner of the Collateral or the Property or any tenant, subtenant, occupant, prior tenant, prior subtenant, prior occupant, or person (collectively "Occupant") has received any notice or advise from any governmental agency or any Occupant with regard to Hazardous Materials on, from, or affecting the Collateral or the Property.

As used herein, the term "Hazardous Materials" shall include, without limitation, gasoline, petroleum products, explosives, radio-active materials, hazardous materials, hazardous wastes, hazardous or toxic substances, polychlorinated biphenyls, or related or similar materials, asbestos, or any material containing asbestos, or any other substance or material as may be defined as a hazardous or toxic substance by any federal, state, or local environmental law, ordinance, Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, the Superfund Amendment and Reauthorization Act, the Hazardous Materials Transportation Act, as amended, the

Resource Conservation and Recovery Act, as amended, the Federal Water Pollution Control Act, the Clean Air Act, and any other laws, rules, or regulations adopted and publications promulgated pursuant thereto.

Trustor covenants that the Collateral and the Property shall be kept free from and of Hazardous Materials, and shall not be used to generate, manufacture, refine, transport, treat, store, handle, dispose, transfer, produce, process, or in any manner deal with Hazardous Materials, and Trustor will not cause or permit, as a result of any intentional or unintentional act or omission on the part of Trustor or any Occupant, the installation or placement of Hazardous Materials in or on the Collateral or the Property or a release of Hazardous Materials onto or into the Collateral or the Property or onto or into any other property, or suffer the presence of Hazardous Materials on the Collateral or the Property. Trustor shall comply with, and ensure compliance by all Occupants with, all applicable federal, state, and local laws, ordinances, rules, or regulations with respect to Hazardous Materials, and shall keep the Collateral and the Property free and clear of any liens imposed pursuant to such laws, ordinances, rules, or regulations. In the event Trustor receives any notice or advise from any governmental agency or any Occupant with regard to Hazardous Materials on, from, or affecting the Collateral or the Property, Trustor shall immediately notify Beneficiary. Trustor shall thereafter conduct and complete all investigations, studies, sampling, and testing, and all remedial, removal, and other actions necessary to clean up and remove all Hazardous Materials on, from, or affecting the Collateral or the Property in accordance with all applicable federal, state, and local laws, ordinances, rules, regulations, and policies.

Trustor shall protect, indemnify, and save harmless Beneficiary from, against, and with respect to all liabilities, losses, obligations, claims, damages, penalties, causes of actions, costs, and expenses, including reasonable attorneys' fees, imposed upon or incurred by or asserted against Beneficiary and arising from any state of facts or circumstances existing prior to Beneficiary's acquiring title through foreclosure or deed-in-lieu of foreclosure or due to any action or inaction of Trustor by reason of: (a) ownership of the Collateral or the Property or any interest therein, (b) the presence, disposal, escape, seepage, leakage, spillage, discharge, emission, release, or threatened release of any Hazardous Materials on, from, or affecting the Collateral, the Property, or any other property, (c) any personal injury, including wrongful death or property damage arising out of or related to such Hazardous Materials, (d) any lawsuit brought or threatened, settlement reached, or government order relating to such Hazardous Materials, or (e) any violation of laws, orders, regulations, requirements, or demands which are based upon or in any way related to such Hazardous Materials.

The duties, obligations, and responsibilities of Trustor with respect to the foregoing representations, warranties, covenants, and indemnifications relating to Hazardous Materials shall survive any termination, satisfaction, assignment, judgment of foreclosure, foreclosure by private sale, or delivery of deed-in-lieu of foreclosure with respect to this Deed of Trust, the Loan Documents, or any of the Collateral or the Property.

4. DEFAULTS AND REMEDIES.

4.1 Default. Any breach, default, or Event of Default defined in the Note or any of the other Loan Documents executed in connection therewith, shall constitute a breach, default, and Event of Default hereunder, and any breach, default, or Event of Default hereunder shall constitute a breach, default, or Event of Default under the Note and all of the other Loan Documents. In addition, the following shall constitute a breach, default, and Event of Default hereunder, under the Note, and under all of the other Loan Documents:

(a) Failure in Timely Payment or Performance. Trustor fails in the timely payment or performance of any obligation, covenant, agreement, or liability created by or occurring under or in connection with, this Deed of Trust; or

(b) Transfer of the Property or a beneficial interest in Trustor. Except in connection with an assignment and assumption which is authorized pursuant to the terms of the Note, if all or any part of the Property, or any interest therein, is sold or transferred by Trustor, or if a beneficial interest in Trustor is sold or transferred and Trustor is not a natural person or persons but is a corporation, limited liability company, limited liability partnership, general partnership, limited partnership, trust, or other legal entity, without Beneficiary's prior written consent (including a transfer by devise, descent, or by operation of law upon death or otherwise), which consent may be withheld by Beneficiary in Beneficiary's sole discretion.

4.2 Remedies. At any time after the occurrence of a breach, default, or Event of Default, Beneficiary shall be entitled to invoke any and all of the rights and remedies described below, in addition to all other rights and remedies available to Beneficiary at law or in equity. All of such rights and remedies shall be cumulative, and the exercise of any one or more of them shall not constitute an election of remedies.

(a) Acceleration. Beneficiary may declare any or all of the Secured Obligations to be due and payable immediately.

(b) Receiver. Beneficiary shall, as a matter of right, without notice and without giving bond to Trustor or anyone claiming by, under or through Trustor, and without regard for the solvency or insolvency of Trustor or the then value of the Property, to the extent permitted by applicable law, be entitled to have a receiver

appointed for all or any part of the Property and the Rents, with the rights and powers referenced below and such other rights and powers as the court making such appointment shall confer, and Trustor hereby consents to the appointment of such receiver and shall not oppose any such appointment. Such receiver shall have all powers and duties prescribed by applicable law, all other powers which are necessary or usual in such cases for the protection, possession, control, management, and operation of the Property, and such rights and powers as Beneficiary would have upon entering and taking possession of the Property under subsection (c) below.

(c) Entry. In accordance with the requirements of applicable law, Beneficiary, in person, by agent, or by court-appointed receiver, may enter, take possession of, manage, and operate all or any part of the Property, and may also do any and all other things in connection with those actions that Beneficiary may in Beneficiary's sole discretion consider necessary and appropriate to protect the security of this Deed of Trust. Such other things may include: taking and possessing all of Trustor's or the then owner's Books and Records; entering into, enforcing, modifying, or canceling Leases on such terms and conditions as Beneficiary may consider proper; obtaining and evicting tenants; fixing or modifying Rents; collecting and receiving any payment of money owing to Trustor; completing any unfinished construction; and/or contracting for and making repairs and alterations. If Beneficiary so requests, Trustor shall assemble all of the Property that has been removed from the Land and make all of it available to Beneficiary at the site of the Land. Trustor hereby irrevocably constitutes and appoints Beneficiary as Trustor's attorney-in-fact to perform such acts and execute such documents as Beneficiary in Beneficiary's sole discretion may consider to be appropriate in connection with taking these measures, including endorsement of Trustor's name on any instruments.

(d) Cure; Protection of Security. Beneficiary may, but shall not be required to, cure any breach, default, or Event of Default of Trustor, and if Beneficiary chooses to do so in connection with any such cure, Beneficiary may also enter the Property and/or do any and all other things which Beneficiary may in its sole discretion consider necessary and appropriate to protect the security of this Deed of Trust. Such other things may include: appearing in and/or defending any action or proceeding which purports to affect the security of, or the rights or powers of Beneficiary under, this Deed of Trust; paying, purchasing, contesting, or compromising any encumbrance, charge, lien, or claim of lien which in Beneficiary's sole judgment is or may be senior in priority to this Deed of Trust, such judgment of Beneficiary to be conclusive as between the Parties; obtaining insurance and/or paying any premiums or charges for insurance; otherwise caring for and protecting any and all of the Property; and/or employing counsel, accountants, contractors, and other appropriate persons to assist Beneficiary. Beneficiary may take any of the actions permitted under this Section 4.2(d) either with or without giving notice to any person. Any amounts expended by Beneficiary under this Section 4.2(d) shall be secured by this Deed of Trust.

(e) Uniform Commercial Code Remedies. Beneficiary may exercise any or all of the rights and remedies granted to a secured party under the Code.

(f) Foreclosure; Lawsuits. Beneficiary shall have the right, in one or several concurrent or consecutive proceedings, to foreclose the lien hereof upon the Property or any part thereof, or upon the Secured Obligations or any part thereof, by any proceedings appropriate under applicable law. Beneficiary or its nominee may bid and become the purchaser of all or any part of the Property at any foreclosure or other sale hereunder ("Foreclosure Sale"), and the amount of Beneficiary's successful bid shall be credited to the Secured Obligations. Without limiting the foregoing, Beneficiary may proceed by a suit or suits at law or in equity, whether for specific performance of any covenant or agreement herein contained or contained in the Note, or in aid of the execution of any power herein granted, or for any foreclosure under the judgment or decree of any court of competent jurisdiction, or for damages, or to collect the indebtedness secured hereby, or for the enforcement of any other appropriate legal, equitable, statutory, or contractual remedy. Beneficiary may sell the Property at public auction in one or more parcels, at Beneficiary's option, and convey the same to the purchaser in fee simple, Trustor to remain liable for any deficiency.

(g) Other Remedies. Beneficiary may exercise all rights and remedies contained in any other instrument, document, agreement, or other writing heretofore, concurrently, or in the future executed by Trustor or any other person or entity in favor of Beneficiary in connection with the Secured Obligations or any part thereof, without prejudice to the right of Beneficiary thereafter to enforce any appropriate remedy against Trustor. Beneficiary shall have the right to pursue all remedies afforded to a Beneficiary under applicable law, and shall have the benefit of all of the provisions of such applicable law, including all amendments thereto which may become effective from time to time after the date hereof. In the event any provision of such statutes which is specifically referred to herein may be repealed, Beneficiary shall have the benefit of such provision as most recently existing prior to such repeal, as though the same were incorporated herein by express reference.

(h) Power of Sale for Personal Property. Under this power of sale, Beneficiary shall have the discretionary right to cause some or all of the Property which constitutes personal property, to be sold or otherwise disposed of in any combination and in any manner permitted by applicable law. For purposes of this power of sale, Beneficiary may elect to treat as personal property any property which is intangible or which can be severed from the

Land or Improvements without causing structural damage. If it chooses to do so, Beneficiary may dispose of any personal property in any manner permitted by Article 9 of the Code, including any public or private sale, or in any manner permitted by any other applicable law.

(i) Single or Multiple Foreclosure Sales. If the Property consists of more than one lot, parcel, or item of property, Beneficiary may:

(i) designate the order in which the lots, parcels, and/or items shall be sold or disposed of or offered for sale or disposition; and

(ii) if it chooses to have more than one Foreclosure Sale, Beneficiary at its option may cause the Foreclosure Sales to be held simultaneously or successively, on the same day, or on such different days and at such different times and in such order as it may deem to be in its best interests. No Foreclosure Sale shall terminate or affect the liens of this Deed of Trust on any part of the Property which has not been sold, until all of the Secured Obligations have been paid in full.

4.3 Application of Foreclosure Sale Proceeds. The proceeds of any Foreclosure Sale shall be applied in the following manner:

(a) First, to pay the portion of the Secured Obligations attributable to the expenses of sale, costs of any action, and any other sums for which Trustor is obligated to reimburse Beneficiary hereunder, under the Note, in connection with the Loan, or under any of the Loan Documents;

(b) Second, to pay the portion of the Secured Obligations attributable to any sums expended or advanced by Beneficiary under the terms of this Deed of Trust which then remain unpaid;

(c) Third, to pay all other Secured Obligations in any order and proportions as Beneficiary in Beneficiary's sole and absolute discretion may choose; and

(d) Fourth, to remit the remainder, if any, to the person or persons entitled thereto.

5. RELEASE OF LIEN.

If Trustor shall fully pay and perform all of the Secured Obligations and comply with all of the other terms and provisions hereof and the Note to be performed and complied with by Trustor, then Beneficiary shall release this Deed of Trust and the lien thereof by proper instrument upon payment, performance, and discharge of all of the Secured Obligations and payment by Trustor of any filing fee in connection with such release.

6. MISCELLANEOUS PROVISIONS.

6.1 Notice. Any notice, demand, request, or other communication which any Party hereto may be required or may desire to give hereunder shall be in writing, addressed as follows and shall be deemed to have been properly given if hand delivered, if sent by reputable overnight courier (effective the business day following delivery to such courier) or if mailed (effective two business days after mailing) by United States registered or certified mail, postage prepaid, return receipt requested:

If to Trustor: AIR PLUS PROPERTIES, L.L.C.
1121 South Redwood Road
Salt Lake City, UT 84104

If to Beneficiary: MOUNTAIN AMERICA FEDERAL CREDIT UNION
9800 South Monroe Street
Sandy, Utah 84070

or at such other address as the Party to be served with notice may have furnished in writing to the Party seeking or desiring to serve notice as a place for the service of notice. Notices given in any other fashion shall be deemed effective only upon receipt.

6.2 Remedies Not Exclusive. No action for the enforcement of the lien or any provision hereof shall be subject to any defense which would not be good and available to the Party interposing same in an action at law upon the Note. Beneficiary shall be entitled to enforce payment and performance of any of the Secured Obligations and to exercise all rights and powers under this Deed of Trust or other agreement or any laws now or hereafter in force, notwithstanding some or all of the Secured Obligations may now or hereafter be otherwise secured, whether by mortgage, deed of trust, pledge, lien, assignment, or otherwise. Neither the acceptance of this Deed of Trust nor its enforcement, whether by court action or other powers herein contained, shall prejudice or in any manner affect Beneficiary's right to realize upon or enforce any other security now or hereafter held by Beneficiary, it being agreed that Beneficiary shall be entitled to enforce this Deed of Trust and any other remedy herein or by law provided or permitted, but each shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute. No waiver of any breach, default, or Event of Default of the Trustor hereunder shall be implied from any omission by Beneficiary to take any action on account of such breach, default, or Event of Default if such breach, default, or Event of Default persists or is repeated, and no express waiver shall affect any breach, default, or Event of Default other than the breach, default, or Event of Default specified in the express waiver and that only for the time and to the extent therein stated.

6.3 Waiver of Statutory Rights. To the extent permitted by law, Trustor hereby agrees that it shall not and will not apply for or avail itself of any appraisal, valuation, stay, extension, or exemption laws, or any so-called "Moratorium Laws," now existing or hereafter enacted, in order to prevent or hinder the enforcement or foreclosure of this Deed of Trust, but hereby waives the benefit of such laws. Trustor, for itself and all who may claim through or under Trustor, waives any and all right to have the property and estates comprising the Property marshaled upon any foreclosure of the lien hereof and agrees that any court having jurisdiction to foreclose such lien may order the Property sold as an entirety. Trustor hereby waives any and all rights of redemption from sale under the power of sale contained herein or any order or decree of foreclosure of this Deed of Trust on Trustor's behalf and on behalf of each and every person, except decree or judgment creditors of Trustor, acquiring any interest in or title to the Property subsequent to the date of this Deed of Trust.

6.4 Estoppel Affidavits. Trustor, within five (5) days after written request from Beneficiary, shall furnish a written statement, duly acknowledged, setting forth the unpaid principal of, and interest on, the Secured Obligations and stating whether or not any offset or defense exists against such Secured Obligations, and covering such other matters as Beneficiary may reasonably require.

6.5 Merger. No merger shall occur as a result of Beneficiary acquiring any other estate in or any other lien on the Property unless Beneficiary consents to a merger in writing.

6.6 Binding on Successors and Assigns. This Deed of Trust and all provisions hereof shall be binding upon Trustor and all persons claiming under or through Trustor, and shall inure to the benefit of Beneficiary and its successors and assigns.

6.7 Captions. The captions and headings of various paragraphs of this Deed of Trust are for convenience only, and are not to be construed as defining or limiting the scope or intent of the provisions hereof.

6.8 Severability. If all or any portion of any provision of this Deed of Trust shall be held to be invalid, illegal, or unenforceable in any respect, then such invalidity, illegality, or unenforceability shall not affect any other provision hereof or thereof, and such provision shall be limited and construed as if such invalid, illegal, or unenforceable provision or portion thereof was not contained herein.

6.9 Effect of Extensions of Time and Amendments. If the payment or performance of the Secured Obligations or any part thereof be extended or varied, or if any part of the security be released, all persons now or at any time hereafter liable therefor, or interested in the Property, shall be held to assent to such extension, variation, or release, and their liability and the lien and all provisions hereof shall continue in full force, the right of recourse, if any, against all such persons being expressly reserved by Beneficiary, notwithstanding such extension, variation, or release.

6.10 Applicable Law. This Deed of Trust shall be governed by and construed under the laws of Utah.

6.11 TIME IS OF THE ESSENCE. **TIME IS OF THE ESSENCE** with respect to each and every covenant, agreement, duty, and obligation of Trustor under this Deed of Trust and the Note.

6.12 Recordation. Beneficiary is hereby expressly authorized to cause this Deed of Trust and any security instrument creating a lien or evidencing the lien hereof upon the Property, or any portion thereof, and each instrument of further assurance, to be filed, registered, or recorded in such manner and in such places as may be required by any present or future law in order to publish notice of and fully to protect the lien hereof upon, and the interest of Beneficiary in, the Property.

Trustor will pay all filing, registration, and recording fees and taxes, and all expenses incident to the preparation, execution, and acknowledgment of this Deed of Trust, any mortgage supplemental hereto, any security instrument with respect to the Property, and any instrument of further assurance, and all federal, state, county, and municipal stamp taxes, duties, impositions, assessments, and charges arising out of or in connection with the execution and delivery of the Note or this Deed of Trust.

6.13 Modifications. This Deed of Trust may not be changed or terminated except in writing signed by Trustor and Beneficiary. The provisions of this Deed of Trust shall extend and be applicable to all renewals, amendments, extensions, consolidations, and modifications of the Note and the Loan, and any and all references herein to the Note and the Loan shall be deemed to include any such renewals, amendments, extensions, consolidations or modifications thereof.

[Signature page follows]

Trustor has executed this Deed of Trust as of the date first written above.

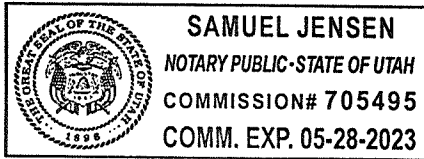
TRUSTOR: AIR PLUS PROPERTIES, L.L.C., a Utah limited liability company

By: [Signature]
SONIA N. CORDERO, Member-Manager

STATE OF Utah

COUNTY OF Salt Lake :ss

On this 5 day of April, 2022, the foregoing instrument was acknowledged before me by SONIA N. CORDERO, the Member-Manager of AIR PLUS PROPERTIES, L.L.C., a Utah limited liability company.



[Signature]
NOTARY PUBLIC

EXHIBIT A
LEGAL DESCRIPTION

The following real property located in the County of Salt Lake, State of Utah:

Exhibit A

Lot 1, Winchester Corner, Murray City, Salt Lake County, State of Utah, according to the official plat thereof recorded in the office of the Salt Lake County Recorder, State of Utah.

Tax Parcel No. 22-19-152-009