MURRAY CITY PLANNING COMMISSION

NOTICE OF MEETING AND AGENDA

June 15, 2023

6:30 p.m.

Murray City Hall, 10 East 4800 South, Council Chambers

The public may view the Murray City Planning Commission meeting via the live stream at www.murraycitylive.com or https://www.facebook.com/Murraycityutah/. You may submit comments via email at planningcommission@murray.utah.gov. Comments are limited to 3 minutes or less, and written comments will be read into the meeting record. Please include your name and contact information.

CALL MEETING TO ORDER

BUSINESS ITEM(S)

1. Approval of Minutes
   April 6, 2023
2. Conflict(s) of Interest
3. Findings of Fact
   No Findings of Fact

CONDITIONAL USE PERMIT(S) - ADMINISTRATIVE ACTION

4. Premier Strand Heating and Air - 6172 South 300 West, Suite B
   Project # 23-075
   Metal Fabrication and Construction Contractor

LAND USE TEXT ORDINANCE AMENDMENT(S)

5. Land Use Text Amendment - Section 17.48.180 Pedestal Signs
   Project # 23-061
   Item #5 has withdrawn as of 6/13/23
   Allow Pedestal and Planned Center Signs in Mixed Use Zoning Districts

SUBDIVISION REVIEW(S) - ADMINISTRATIVE ACTION

6. Stubler Subdivision - 6847 South Jefferson Street
   Project # 23-050
   Flag Lot Subdivision
7. Berger Station & Berger Place Condominiums - 171 to 277 West Berger Lane
   Project # 23-062
   Vacate Berger Place Condominiums and create Berger Station Subdivision (2 Lots)
8. Applegate Condominiums - 770 West Applegate Drive (apx)
   Project # 23-052
   Amend Applegate Condominiums to split out a 5.11 acre portion of land

CONDITIONAL USE PERMIT(S) - ADMINISTRATIVE ACTION

9. Fuji Townhomes - 770 West Applegate Drive (apx)

   Project #23-054
   Multi-Family Development - 42 Rental Townhomes

DISCUSSION ITEM(S)

ANNOUNCEMENTS AND QUESTIONS

ADJOURNEMENT

The next scheduled meeting will be held on **Thursday, July 6, at 6:30 p.m. MST in the Murray City Council Chambers, 10 East 4800 South, Murray, Utah.**

Those wishing to have their comments read into the record may send an email by 5:00 p.m. the day prior to the meeting date to planningcommission@murray.utah.gov. Comments are limited to three minutes or less (approximately 300 words for emails) and must include your name and address.

Supporting materials are available on Murray City's website at www.murray.utah.gov.

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.

No agenda item will begin after 10:00 p.m. without a unanimous vote of the Commission.

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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Minutes of the Planning Commission meeting held on Thursday, April 6, 2023, at 6:32 p.m. in the Murray City Municipal Council Chambers, 5025 South State Street, Murray, Utah.

The public was able to view the meeting via the live stream at http://www.murraycitylive.com or https://www.facebook.com/Murraycityutah/. Anyone who wanted to make a comment on an agenda item may submit comments via email at planningcommission@murray.utah.gov.

Present: Jake Pehrson, Chair
Lisa Milkavich, Vice-Chair
Travis Nay, Commissioner
Ned Hacker, Commissioner
Michael Richards, Commissioner
Jeremy Lowry, Commissioner
Susan Nixon, Senior Planner
Zachary Smallwood, Senior Planner
Mustafa Al Janabi, Planner I
Citizens

The Staff Review meeting was held from 6:00 p.m. to 6:30 p.m. The Planning Commission members briefly reviewed the applications on the agenda. An audio recording is available at the Murray City Community and Economic Development Department Office.

APPROVAL OF MINUTES

Commissioner Hacker made a motion to approve the minutes from January 19, 2023; February 2, 2023; and March 2, 2023, with the administrative corrections discussed in the staff review meeting. Seconded by Commissioner Milkavich. A voice vote was made, motion passed 6-0.

CONFLICT OF INTEREST

There were no conflicts of interest for this meeting.

APPROVAL OF FINDINGS OF FACT

Commissioner Hacker made a motion to approve the finding of facts for the Ridges at Murray PUD conditional use permit, as written. Seconded by Commissioner Lowry. A voice vote was made, motion passed 6-0.

Rhino Property Management - 97 West Winchester Street -- Project #23-041

Ms. Nixon presented the application for Paul Henderson, requesting to convert the existing dwelling into an office for a property management business. The subject property is located on the south side of Winchester Street, on the curve of Winchester Street onto Malstrom Lane. It's just under a half-acre site located in the R-N-B zone. It recently went through a zone change from R-1-8, with the intent that the property owner would come back and convert existing dwelling into an office use, for property management. The applicant has provided a site plan. The existing home would be converted to an office. One of the policies in the R-N-B zone is that homes should be preserved and converted to appropriate uses and should have residential character. This conversion will meet the criteria.

This zone is limited to certain hours and lighting requirements. It will serve as a buffer from a busy arterial street (Winchester Street). This property is surrounded by residential zoning and uses. The property received variances from the hearing officer last month, in order to meet parking and access requirements. With the conversion of the home, it has certain constraints. The first variance is not to install landscaping along the east property line in order to meet the minimum access requirement per the fire department, which is twenty feet. The second variance was for the southwest corner, adjacent to the ninety-degree parking. They chose to do a three-and-half foot strip of landscaping to facilitate a better circulation of traffic. There is a six-foot solid wall required around all sides.

The office has two floors. The first floor will have a breakroom and a reception area. The second floor has office areas. The total square footage is just over 3,000 square feet. With the attached and detached garage, there is about 2,000 square feet of storage. There will be fifteen (15) parking stalls, based on the total number of square feet. This zone requires a minimum of fifteen percent total landscaping and the applicant is close to twenty-three percent, exceeding the requirement. Photos were presented to demonstrate that the structure does have a residential look.

Thirty-one (31) notices were sent to property owners within 300 feet of the subject property. Staff has not received any comments prior to this meeting. During the variance process with the hearing officer, two citizens attended the meeting and shared that they are in favor of this application.

Based on the analysis and application, the findings for this approval for the conditional use are as follows:

1. The proposed change of use and conversion of the existing dwelling to office use is encouraged in the R-N-B zoning district.
2. With conditions outlined in the staff report, the proposed use and property will comply with the standards of the Murray City Land Use Ordinance.
3. The proposed use is in harmony with the goals and objectives of the Murray City General Plan in this area.

Ms. Nixon is recommending that a conditional use permit be granted for the requested conversion, subject to the twelve conditions listed in the staff report.

The applicant, Paul Henderson, stated their address as 497 West Winchester Street, Murray. He indicated he reviewed and could comply with all the conditions. He had no other information to share.

Commissioner Hacker asked about the height of the lighting poles and the requirements for height and light shielding Mr. Henderson will not be putting poles in. The detached garage is where lights will be mounted at a height of fifteen (15') feet high with lights at a 30-degree angle. Commissioner Hacker was pleased with this, as it will not impact the residents.

Commissioner Milkavich asked about lighting as well. Her concern is having the lights on at fifteen feet away at 11 o'clock at night and would be disturbing to the neighbors. Mr. Henderson said the lights on the garage will be motion sensor only. The housing structure will only have regular residential lights. Commissioner Milkavich was satisfied with this response.

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No further questions were asked of the applicant.

Chair Pehrson opened the meeting for public comment. No public comments were made and no emails were received. The public comment portion for this agenda item was closed.

Commissioner Richards made a motion to grant approval to Rhino Property Management for the conditional use permit at the property addressed 97 West Winchester Street, subject to the following conditions:

1. The project shall comply with all applicable building and fire code standards, including meet the IFC 2018 Fire and Building Codes.
2. The applicant shall submit a building permit for the change of use and meet all building codes as required.
3. The applicant shall submit for a building permit for any signage to be installed on the property and meet the sign code regulations.
4. To meet the landscaping requirements per Sections 17.68 and 17.140.
5. The applicant shall submit a detailed landscaping and irrigation plan with the building permit submittal.
6. The applicant shall obtain a building permit for the change of use.
7. The applicant shall obtain a business license prior to operating the business.
8. No outside storage or equipment is allowed.
9. The applicant shall install the 6' high solid masonry wall along the east, south and west boundaries to meet fencing regulations in Sections 17.74 and 17.140.110.
10. The hours of operation are limited from 7 a.m. to 10 .m.
11. All parking stalls will need to meet the minimum length, width and aisle space per Section 17.72.090. One van-accessible parking space is required including striping signage.
12. Per Section 17.72.100: The driveway into the property from Malstrom Lane shall not be less than twenty-five feet (25') or more than fifty feet (50') in width, measured at right angles to the centerline of the driveway, except as increased by the permissible curb return radii.

Commissioner Milkavich Seconded. Roll Call Vote:

A Pehrson
A Lowry
A Nay
A Hacker
A Richards
A Milkavich

Motion passed 6-0.

Tripp Lane Subdivision - 871 West Tripp Lane - Project #22-088

Mr. Smallwood presented the application for Neighborworks of Salt Lake, requesting final subdivision approval for the Tripp Lane Subdivision. It is located in the R-1-6 zone, which requires a minimum of 6,000 square feet per lot. The Planning Commission granted preliminary subdivision approval on November 17, 2022. The applicant has been working towards final approval. Nothing has changed except for addressing the comments made during the preliminary review. The first is the lot frontage on Lot 7 was originally not wide enough. It now

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meets the requirements of the zone. There was a two-foot discrepancy with the road width and it is now at the required forty-nine (49') feet. The city engineer is working with the power department to dedicate a portion of the property to the city as a right-of-way to have Tripp Lane extend into the development. These need to be dedicated to the City of Murray. The applicant has recorded a cross-access and pedestrian access easement up to Riverview Jr. High. Everything else meets the requirements of the R-1-6 zone. There is proposed to be a six-foot (6') fence, unless neighbors ask not to have one. The property with the grading and drainage (Parcel A) will be accepted by the city and the city will maintain it after all improvements have been installed. Other items that are part of the final approval process are "clean-up" that the applicant is working on.

Mr. Smallwood recommended the planning commission grant final subdivision approval, subject to the eight conditions.

Chair Pehrson asked about the fencing along the school property. Mr. Smallwood anticipates that a fence will be put there.

Commissioner Hacker asked about access with the easement for the school and how will the students get to the school. Mr. Smallwood said that children will not be able to go through the property. Commissioner Hacker asked that there be a connecting path or sidewalk from Murray Oaks North to the school. He asks that whoever owns Lot 13 adds an amenity for that. A discussion was had regarding where the path should be. Currently, children are using that lot for access, even though it's private. The city does have an easement through there. A lengthy discussion about the access of the adjacent private lots and the lack of easement into the school yard.

These issues were then resolved by comments from the applicant, David Foster, who said that the property owner, The Livingstons, do want to work with Neighborworks to ensure that children can pass through safely. Mr. Foster said he'll do whatever is needed to make the easement larger, so that it can be safe for children.

The applicant, David Foster, stated his address as 622 West 500 North, Salt Lake City. He stated he is willing to comply with all conditions.

Commissioner Nay wanted to point out the vinyl fencing may be an issue, because of the ballpark. Commissioner Milkavich asked that the applicant consider a different kind of fencing material, such as masonry. The applicant said they would do that.

Chair Pehrson opened the meeting for public comment. No public comments were made. The public comment portion of this item was closed.

Commissioner Nay made a motion to grant final subdivision approval for NeighborWorks of Salt Lake located at 871 West Tripp Lane, subject to the following conditions:

1. The applicant shall meet Murray City Engineering requirements including the following:
    a) Meet City subdivision requirements.
    b) Meet City utility standards, provide standard front rear and side yard PUE's on lots and Parcel A – window wells cannot extend into PUE.
    c) Obtain easement for water line and sidewalk crossing of the Livingston property.
    d) Vacate any unused easements within the subdivision boundary.

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e) Meet City storm drainage requirements, on-site retention of the 80th percentile storm is required. Detention and reduced release is also required. Implement Low Impact Development (LID) practices.
f) Provide a site geotechnical study based on proposed site grading, LID and building plans. The study should include parameters for the proposed LID, including percolation rate and saturation zone. Subsurface infiltration systems should be located 25' from basements or as directed by the Geotechnical Engineer.
g) Provide Street lighting, type and locations need to be coordinated with Murray City Power.
h) Provide a subdivision improvement bond prior to recording the plat.
i) Develop a site SWPPP and obtain a City Land Disturbance Permit prior to beginning any site grading and construction work.
j) Obtain a City Excavation Permit for work within City roadways.

2. The applicant shall meet all Murray City Fire Department requirements and follow all International Fire Codes.
3. The applicant shall meet all Murray City Wastewater Division requirements and follow all Murray Water Specifications.
4. The subdivision shall include the installation of street lighting in accordance with Murray City Power Department standards and meet all Murray City Power Department requirements.
5. The subdivision improvements shall include the installation of street trees as required by Murray City Code.
6. All lots within the subdivision shall comply with the requirements of the R-1-6 Zone as outlined in Chapter 17.96 of the Murray City Land Use Ordinance.
7. The project shall follow International Fire Code (IFC) regulations for fire access and hydrant locations.
8. The applicant shall record the Final Subdivision Plat within one (1) year of approval from the Planning Commission.

Commissioner Milkavich Seconded. Roll Call Vote:

A Pehrson
A Lowry
A Nay
A Hacker
A Richards
A Milkavich

Motion passed 6-0.

Commissioner Nay did take the time to thank Mr. Foster from Neighborworks for all their hard work on this project. He acknowledged that this has been a tough project and they've been put through the ringer as an applicant.

<u>The Ridges at Murray - 5322 South Allendale Drive & 662 West 5300 South - Project #23-027</u>

Ms. Nixon presented the application for Brad Reynolds, requesting final subdivision approval of The Ridges at Murray Subdivision. The subject property is made up of two parcels located on the north side of 5300 South and the west side of Allendale Drive. It's about five-and-a-half acres in size. The property went through a zone change and general plan amendment about a

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year ago. The Planning Commission granted conditional use and preliminary subdivision approval about a month ago. The properties are currently zoned R-M-15, which does allow for planned unit developments with projects of more than two acres. The project is for 66 townhomes with common space. There will be two accesses off Allendale drive. The PUD does have private drives that are going to be twenty-six feet of hard surface and twenty feet of right-of-way. The application does meet the Fire Department approval for the width of the driveways.

Ms. Nixon stated that there are no significant changes from the preliminary review. Per the planning commission's request, they did add benches in the landscape area, which also serves as a detention area. The project has thirty-three percent coverage in landscaping. The R-M-15 zone requires two-and-a-half parking spaces per unit. Each of the units have a two-car garage, plus parking in front of the garages. There are two exceptions with units 153 through 164. They will still have two-car garages, but to make up the other half-stall they have visitor parking. The project exceeds parking requirements for this zone.

The zone allows for a base density of twelve units per acre. This project averages about eleven-and-a-half. The applicant has proposed that the front setbacks will range from twenty to thirty feet. The rear setbacks will range from fifteen to twenty-seven feet. The interior side yards will range from five to thirty-nine. The corner side yards will range from five-and-a-half to twenty-three feet.

The R-M-15 zone allows up to a height of forty feet. The applicant is proposing a height of up thirty-four-and-a-half feet (34'6"). Staff feels this is an excellent proposal as it provides for a good transitionary buffer between the residential and commercial. There is a billboard on the corner adjacent to 5300 South. That access will have to be maintained. That does require an agreement between the city and UDOT, and then the city, again, and the developer. The agreement was drafted by the city attorney and given to the applicant. The applicant will need to have their legal team review and sign it. There was an update on the CC&R's regarding specification for who will maintain emergency access off 5300 South and the paved area.

With this subdivision, Allendale will become much busier. The traffic level of service is poor in this area. The city engineer said there would be a traffic calming feature installed to assist (electronic feedback sign). The unit sizes will be between duplexes to six-plexes on the property. Allendale is a very busy street. The street of 5300 South is very busy. To serve as a buffer, the applicant will put a wall to serve that purpose and be attractive. It will be an eight-foot solid masonry wall with wrought iron and jut-
outs.

Based on the information presented in this report, application materials submitted, and a site review, Staff recommends that the Planning Commission grant Final Subdivision approval for the Ridges at Murray on the property addressed 5322 South Allendale Drive & 662 West 5300 South subject to the 11 conditions.

Ms. Nixon did want to point out that Ms. Milkavich stated in the conditions that the fence was vinyl, but it is actually a combination of wood and vinyl. Ms. Nixon asked that the condition be changed to reflect that.

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Commissioner Richards asked a question regarding speed calming signs. He wanted to know who makes the decision regarding which side of the road and how many there will be. Ms. Nixon said that is up to the city engineer.

Commissioner Milkavich had questions about setbacks, fencing and traffic. She is concerned about the setbacks on the corner putting children in harm's way. The corner that children will be using is not the one that has reduced setbacks. She doesn't feel that speed is just the problem, so much as it is volume of traffic. While it is UDOT's problem, she wishes the city could put a "no left turn" sign turning on to 5300 South. She is concerned it appears the city is not responding to the issue of traffic. Ms. Nixon indicated that it is part of the city's ten-year plan to widen 700 West and Murray Boulevard off 5300 South, as well as College Drive. It will directly affect the traffic pattern in the area to relieve congestion. Ms. Nixon did indicate that the 66 units added with this project will not have a tremendous impact. She also said that enforcing no left turns sometimes creates more problems.

Commissioner Nay asked about billboards. He wants to know what will happen when the state wants to turn that billboard into an electronic message center. Ms. Nixon stated Murray City's sign code does not allow for new billboards but does allow billboards to be relocated. State code allows billboards to be converted to EMC's. Mr. Smallwood indicated that most likely they will move the billboard closer to the freeway.

The applicant, Brad Reynolds, 2500 East Haven Lane, approached the podium. He indicated he read and can comply with the eleven conditions. He stated that they're happy to be in Murray and enjoy working with the planning staff.

Commissioner Milkavich thanked Mr. Reynolds for his willingness to work with the planning commission on the masonry wall. She asked him to describe how it will look and how deep the jut-outs will be. Mr. Reynolds said there are four of them, made of wrought iron. The eight-foot wall will help with noise reduction. Aesthetically the design is more pleasant.

Chair Pehrson opened the meeting for public comment. No public comments were made. The public comment portion for this agenda item was closed.

Commissioner Nay stated that the project saved the rest of that neighborhood. Without the project, he feels this area had no viable future as a residential area.

Commissioner Lowry made a motion to grant final subdivision approval for The Ridges at Murray at the properties addressed 5322 South Allendale Drive & 662 West 5300 South, subject to the following conditions:

1. The applicant shall meet all requirements of the Murray City Engineer, including the following:
    a. Meet City subdivision and PUD requirements. Provide plan and profile sheets for utilities. The plat should include street names, unit addresses, PUE's, and common areas.
    b. Provide a copy of the HOA declaration.
    c. Obtain a UDOT approval and City agreement for emergency access to 5400 South.
    d. Provide a site geotechnical study and implement recommendations.

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e. Provide a traffic impact study and implement recommendations.
f. Meet City storm drain requirements. On-site retention of the 80th percentile storm and detention with a reduced release of 0.2 cfs per acre is required.
g. Meet City well protection zone requirements.
h. Obtain a City building permit for retaining walls greater than 4 foot in height.
i. Install curb and gutter and sidewalk along property frontage to Allendale Drive.
j. Provide a subdivision improvement bond for dedicated improvements prior to recording the plat.
k. Develop a site SWPPP and obtain a City Land Disturbance Permit prior to beginning any site grading and construction work.
l. Obtain a City Excavation Permit for work within City roadways.

2. The subdivision shall meet the requirements of the Murray City Fire Department including the width of the access drives and emergency gate access requirements.
3. The twenty-foot wide (20') emergency gate is required by UDOT through an access agreement between UDOT and Murray City from the development to 5300 South Street. This access also serves as a driveway to an existing billboard. A construction and maintenance agreement between the City and Brad Reynolds Construction is required for the gate. These agreement(s) will not include Reagan Billboard Company access. Any agreements with Reagan Billboard Company will need to be handled by Brad Reynolds Construction and separate from the City agreement(s).
4. An 8-foot solid wall is required along 5300 South Street and a 6-foot wood & vinyl fence along the west and north boundaries. New fencing shall be installed as approved by the Planning Commission prior to the issuance of any certificates of occupancy.
5. The developer shall meet all Murray City Water Division requirements.
6. The developer shall meet all Murray City Wastewater Division requirements.
7. The developer shall meet all Murray City Power Department requirements and meet to discuss planning the new power service.
8. The subdivision improvements shall include the installation of street trees as required by Murray City Code.
9. The applicant shall provide a copy of the recorded CC&Rs to the Planning Division.
10. All units within the subdivision shall comply with the requirements of the R-M-15 Zone as outlined in Chapter 17.120, Chapter 17.62, Condominiums, and Planned Unit Development as outlined in Chapter 17.60 of the Murray City Land Use Ordinance.
11. The subdivision plat shall be recorded within one year of the final approval by the Planning Commission or the subdivision plat approval shall be null and void.

Commissioner Richards seconded. Roll Call Vote:

A Pehrson
A Lowry
A Nay
A Hacker
A Richards
A Milkavich

Motion passed 6-0.

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Murray Station Townhomes - 184 West Berger Lane - Project #23-040

Mr. Smallwood presented the application for Simon Rucinski to request Design Review approval to allow the construction of six (6) new townhouses. The subject property is located on the north side of Berger Lane, east of Commerce Drive. This property is currently a single-family residence. This property is located in the MCMU East subdistrict the following review is based upon the requirements of the MCMU East subdistrict. The applicants are allowed up to forty units per acre. They will be tearing down the existing single-family home and putting in a driveway with two buildings, containing three units each. They will have the required entrances in the front. They are including two benches, two sets of bike racks, and landscaping that matches what's required in this zone. The setbacks for this property are between fifteen and twenty-five feet from the back of the existing curb. This is to be used for an eight-foot landscaping strip and a seven-foot sidewalk. Though the applicant could go up to forty units per acre, this proposal is at about twenty per acre. They are required to have nine parking stalls – twelve are provided. In the code, it says that side yard areas need to be used for parking or open space. Each unit will have its own private yard. Originally the city engineer was concerned about the lack of a dumpster. Each unit will have their own garbage cans, picked up by a private service on the street. The containers will be kept inside the garage for each unit. Each unit has a small area at ground level. The living and dining area is on the second floor. The third floor has bedrooms and then there is a rooftop patio.

Fifteen (15) notices were mailed to property owners within a 300' radius and to affected entities. One email was been received and was included with the staff report, the email expresses that the six townhomes are not appropriate for the area and the street could not handle the additional traffic.

Based on the information presented in this report, application materials submitted and a site review, Mr. Smallwood recommended that the Planning Commission approve the request for Design Review for the proposed Murray Station Townhomes at the property addressed 184 West Berger Lane subject to the seven conditions.

Commissioner Milkavich said that she drove around the area. She is concerned that neighbors in the area will not be happy with the fact that this is townhomes that will end up being rented. She does feel that having these townhomes will help this to feel residential and less industrial. Mr. Smallwood did feel this area is a bit mixed-use. The zone is a transitional area that should be a walkable area of commercial and retail with residential.

Mr. Nay asked how many projects in this area are approved, but not fully developed. Mr. Smallwood indicated that there are lot of projects in the process of being built.

Mr. Lowry asked if this zone has brought additional investment to Murray City and increase property values. Mr. Smallwood said it certainly has.

The applicant, Simon Rucinski, stated his address as 1083 South State Street, Salt Lake City. He indicated he has read and can comply with the seven conditions. He addressed some of the questions. He said the townhomes would be for rent, but are working on a plat for them to individually for sale. He said he applauds Murray's efforts at dealing with traffic. He said they will be providing two parking stalls per unit. They will also have bike racks. Each unit will have a home office for remote work.

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Chair Pehrson Public opened the meeting for public comment.

Jennifer McGowen asked if there could be a privacy fence. She also talked about the volume of traffic on the street. There are no speed limit signs. The apartments built on the street have increased crime in the area. She wants to know if there is a way for that area to be monitored once the townhomes are built.

Megumi Barrett echoed what Ms. McGowen said. She also said that the delivery trucks will often park in the middle of the street, not allowing residents to access their homes. Parking is already an issue in the area from the business in the area. She wants to know how will these issues be addressed. She also wants to know how long of a process this is and how long the construction would last.

Mr. Smallwood addressed the issues. He said that the applicant has proposed fencing and said that they can talk more about what that would look like. He said they can't do a lot about the street parking, unless it's employees, who should be parking on site. He will look into the unloading trucks. The businesses should have plenty of space on their own land. He will talk with the residents about having code enforcement come out to cite them. He said that crime, in general, in the city/county/state/country has gone up. Having more residents to oversee the neighborhood should discourage crime. He also stated the notices are mailed to property owners within in a 300-foot radius, so neighbors were informed. Chair Pehrson asked if Mr. Smallwood could look into a speed limit sign. Commissioner Hacker asked if Mr. Smallwood can have code enforcement address who is parking in the cul-de-sac.

The public comment portion for this agenda item was closed.

Mr. Rucinski approached the podium. Chair Pehrson asked him to address the fencing. He indicated there will be a six-foot privacy fence. Chair Pehrson asked about construction time. Mr. Rucinski said they would have two years, but they plan on a year to a year and a half. They will try not to stage construction trucks on the street.

Commissioner Lowry made a motion to grant Design Review approval for Murray Station Townhomes located at 184 West Berger Lane, subject to the seven conditions, with an additional condition of a privacy fence to be installed on the East side of the property.

1. The project shall meet Murray City Engineering requirements including the following:
   a) Meet City subdivision and condominium requirements if the units are to be privately owned.
   b) Install MCMU street improvements and dedicated Berger Lane frontage.
   c) Meet City utility standards. Coordinate taps & metering with Murray City Water Department. Suggest two 1-1/2" meters and separate taps – eliminate the 3" water line and tap.
   d) Meet City storm drainage requirements, on-site retention of the 100-year 12-hour storm is required.
   e) Repair utility cuts into Berger Lane as per APWA Plan 256.1 & 256.2.
   f) Relocate the 6" PVC yard drain behind sidewalk.
   g) Update site grading plan to NAVD88 datum – Grading plan is off by about 4'.

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h) The north foundation walls will need to deep enough to prevent loading the adjacent masonry building wall.
i) Must avoid using Berger Lane for construction staging, dumpster service, emergency service vehicles, delivery vehicles and moving trucks.
j) Berger Lane is a narrow commercial street with high truck use. On-street parking will be restricted.
k) Develop a site erosion control plan and implement prior to beginning site work.
l) Obtain a City Excavation Permit for work within City roadways.

2. The applicant shall meet all Fire Department requirements, including comments made in the staff report.
3. The applicant shall meet all Water Division requirements and specifications including comments made in the staff report.
4. The applicant shall meet all Sewer Division requirements, including comments made in the staff report.
5. The applicant shall obtain a business license for any rentals at the property.
6. The applicant shall meet all applicable standards in Chapter 17.146, Murray Central Mixed Use of the Murray City Land Use Ordinance.
7. The applicant shall meet all sign requirements of Section 17.48 and obtain separate building permits for all signage.

Commissioner Milkavich Seconded. Roll Call Vote:

A Pehrson
A Lowry
A Nay
A Hacker
A Richards
A Milkavich

Motion passed 6-0.

Commissioner Lowry commented that the public can call code enforcement to address issues like parking and truck deliveries. Commissioner Nay encouraged the public to keep in contact with planners because that area is going through a lot of changes.

ANNOUNCEMENTS AND QUESTIONS

The next scheduled meeting will be held on Thursday, April 20, 2023, at 7:00 p.m. MST in the Murray City Council Chambers, 5025 South State Street, Murray, Utah.

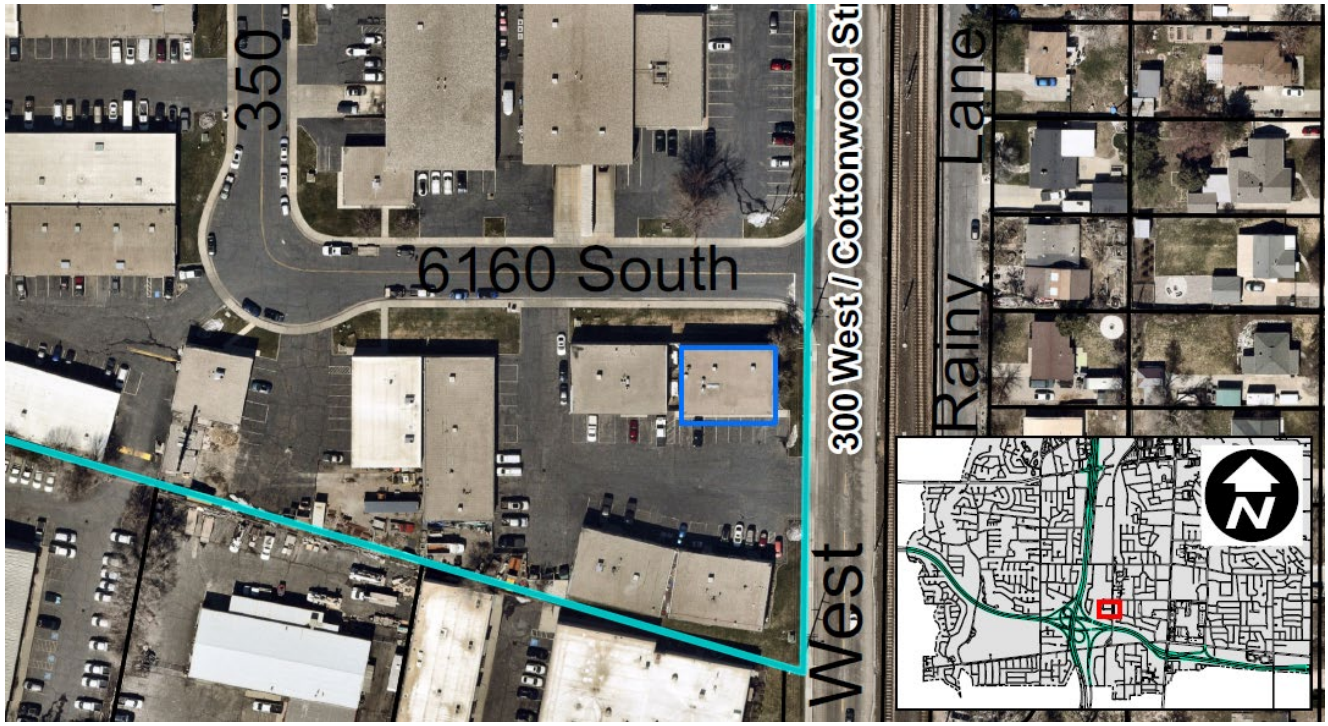
ADJOURNMENT

Commissioner Pehrson moved to adjourn the meeting at 8:08 p.m. Seconded by Commissioner Milkavich. A voice vote was made, motion passed 6-0.

Community Development Director

DRAFT

AGENDA ITEM # 4 Premier Strand Heating and Air			
ITEM TYPE:	Conditional Use Permit		
ADDRESS:	6172 South 300 West, Suite B	**MEETING DATE:**	June 15, 2023
APPLICANT:	Premier Strand Heating & Air, LLC	**STAFF:**	Mustafa Al Janabi, Planner I
PARCEL ID:	21-24-201-041	**PROJECT NUMBER:**	23-065
ZONE:	M-G, Manufacturing General		
SIZE:	15.87-acre site (total for industrial park) | 2,000 ft^2 Unit		
REQUEST:	Applicant would like to conduct metal fabrication (LU #3490) and construction contracting (LU #6600) at the subject property.		



I. LAND USE ORDINANCE

The subject property is located in the M-G, Manufacturing General Zone. Section 17.152.030 of the Murray City Land Use Ordinance allows fabricated metal products (LU #3490) and construction contractor (LU #6600) uses subject to Conditional Use Permit review and approval by the Planning Commission.

II. BACKGROUND

Project Location

The property is a large industrial complex located on the east side of I-15 and fronts on the west side of Cottonwood Street in the M-G zone. This applicant's building is located on the southern side of the complex on the corner of RWK Park Drive (private) and Cottonwood Street.

Surrounding Land Use and Zoning

Direction	Land Use	Zoning
North	Industrial	M-G
South	Industrial	M-G
East	Rail Lines / Residential	R-1-8
West	Industrial	M-G

Project Description

The applicant is requesting to operate a fabrication shop for HVAC Duct work, fittings, stands, and misc. materials. The business currently operates out of 317 West 6160 South which is the neighboring building to the west. The request would allow the business to expand into additional space. The property has a 2000 ft^2 building that is used as the fabrication business.

Operations

The applicant will be the only person operating the proposed business. Hours of operation are not limited in the M-G Zone, but the applicant does not anticipate excessively early or late operating hours for the business. The applicant will provide help with fabrication work of different Air Conditioning and heating materials. Staff does not anticipate issues or problems occurring from the general operation of the business. The applicant has provided a site plan of the shop, which is attached to this report. The site appears to be adequate for this type of operation.

Parking

Parking for this type of use is calculated at the rate of four (4) spaces for each 1000 square feet of net office space plus one (1) parking space for each 750 square feet of net floor area. Planning staff reviewed the submitted floor plans and calculated a total parking need of four (4) spaces. The available parking in the front of the office is 9 parking spaces. Staff have no concerns with parking at this time.

Access

Vehicular access is provided by two (2) locations, one is thirty six feet (36') wide and connects to 6160 South on the north; the other is forty six feet (46') wide and connects to Cottonwood Street. Staff does not have any concerns with the accesses as they currently are.

Landscaping

The entire industrial complex is approximately 15.87 acres and has approximately 1,295 linear feet of frontage on 300 West. The property also has a private street that goes into the property. During the review of this application Staff determined that it would be an excessive burden to require one user to be held accountable for the entirety of the frontage.

In previous applications staff has considered the landscaping based on the building and whether it fronts on a public street (see PZ-21-055 KL Ventures CUP). Based on this precedent staff has calculated the frontage of the building located at 6172 South. The building is located on the corner of 300 West and 6160 South. 6160 South is a private drive and therefore would not be subject to landscaping requirements. The building has approximately ninety-eight feet (98') of frontage on 300 West. According to Chapter 17.68 landscaping standards, the front setback area for any commercial property must include at a minimum: three (3) trees, five (5) 5-gallon shrubs, and ten (10) 1-gallon shrubs for every one hundred (100) linear feet of property frontage. Based upon this requirement, staff observed the following:

Landscaping, 300 West Frontage: 98'			
Type	Trees	5-gallon shrubs	1-gallon shrubs
Required	3	5	10
Provided	3	5	10

Staff finds that this building does meet the requirements of the landscaping ordinance. This is not necessarily reflective of the entire industrial complex, though it is well maintained. In future applications for the buildings that front onto 300 West additional landscaping may be required of the property owner. Planning Division staff recommends the property owner schedule a time to prepare for the eventual upgrade of landscaping for the property.

Waste Mitigation

Staff conducted a site visit and observed that there are two dumpsters that are enclosed on the south side of the site near the unit the applicant is proposing to utilize. Staff does not have any concern with the garbage dumpster at this time.

III. LAND USE ORDINANCE STANDARDS REVIEW

Section 17.56.060 of the Land Use Ordinance outlines the following standards for review for conditional uses.

A. That the proposed use of the particular location is necessary or desirable to provide a

service or facility which will contribute to the general well-being of the community and the neighborhood.

With conditions and improvements, the proposed use is desirable in this location and will contribute to the general well-being of the community and this development.

B. That such use will not, under the circumstances of the particular case, be detrimental to the health, safety or general welfare of persons residing or working in the vicinity, or injurious to property or improvements in the vicinity.

With conditions, the proposed use will not be detrimental to the health, safety, or general welfare of persons working in the vicinity.

C. That the proposed use will stress quality development with emphasis towards adequate buffering, landscaping, proper parking and traffic circulation, use of appropriate gradation of building height away from single family districts and density to create privacy and compatibility with surrounding uses, use of building materials which are in harmony with the area, impact on schools, utilities and streets.

With conditions, the proposed use and property will stress quality development with an active tenant. The proposed use in in harmony with the allowed uses in this zoning district and those found in the area.

D. That the applicant may be required to provide such reports and studies which will provide information relating to adequate utilities, traffic impacts, school impacts, soil and water target studies, engineering reports, financing availability, market considerations, neighborhood support and any other information which may be needed in order to render a proper decision.

The applicant has submitted sufficient information for a review of this conditional use permit application by Murray City Staff and the Murray City Planning Commission.

IV. CITY DEPARTMENT REVIEW

Plans were distributed to multiple Murray City department staff on May 30, 2023. The following comments have been provided by the departments that reviewed the proposal:

- The City Engineer had no comments at this time.

- The Water Department stated that the applicant will need to schedule a hazard assessment with them prior to obtaining a business license. Their phone number is (801) 270-2440.

- The Power Department provided the following comments:
    - If there is a need to change the power service, the developer will need to meet

with Murray City Power to discuss planning the new power service(s) with additional line extension costs to provide electrical service.
    - The developer must meet all Murray City Power Department requirements and the current NESC/NEC code and provide the required easement/clearance(s) for equipment and Power lines.

- The Wastewater Department provided the following comments:
    - Please provide more detail on what may be potentially discharged through the separator and where floor drains will be installed in the shop.
    - Separator must be 1000 gallon minimum and include a sampling manhole.
    - A new discharge permit will have to be filled out with Central Valley Water Reclamation
    - Facility and will be classified as a metal fabrication business, sampling will be required.

The preceding comments are addressed as conditions of approval at the end of this report. No additional comments were provided by other Murray City departments.

V. PUBLIC INPUT

Twenty One (21) notices of the public meeting were sent to affected entities and all property owners for parcels located within 300 feet of the subject property. As of the date of this report, no comments or concerns have been submitted.

VI. FINDINGS

Based on the analysis, a survey of the surrounding area and the requested conditional use permit application to allow a Fabricated Metal Product and Construction Contractor business, staff concludes the following:

1. The proposed uses for fabricated metal products (LU #3490) and contract construction Services (LU #6600), is allowed in the M-G Zoning District subject to Conditional Use Permit approval.
2. With conditions as outlined in the staff report, the proposed use and property will comply with the standards of the Murray City Land Use Ordinance.
3. The proposed use is not contrary to the goals and objectives of the Murray City General Plan in this area.

VII. CONCLUSION/RECOMMENDATION

Based on the information presented in this report, application materials submitted and site review, **staff recommends the Planning Commission approve a Conditional Use Permit for Premier Strand Heating and Air to conduct metal fabrication and construction contracting at the property addressed 6172 South 300 West Suite #B** subject to the following conditions:

1. The project shall comply with all applicable building and fire code standards.

2. The applicant shall provide the allot parking spaces confirmation from the owner and would commit to the spaces provided by staff. The parking requirements of Four (4) spaces for each 1000 square feet of net office.

3. The applicants shall obtain sign permits prior to the installation of any new attached or detached signage.

4. The applicant shall schedule a hazard assessment with Murray City Water Division.

5. The applicant shall meet the requirements of the wastewater department.

6. The property shall maintain the existing landscaping for this building as reviewed in the staff report.

7. The applicants shall obtain a Murray City Business License and pay applicable fees.

MURRAY CITY CORPORATION
COMMUNITY & ECONOMIC DEVELOPMENT

Building Division 801-270-2400
Planning Division 801-270-2430

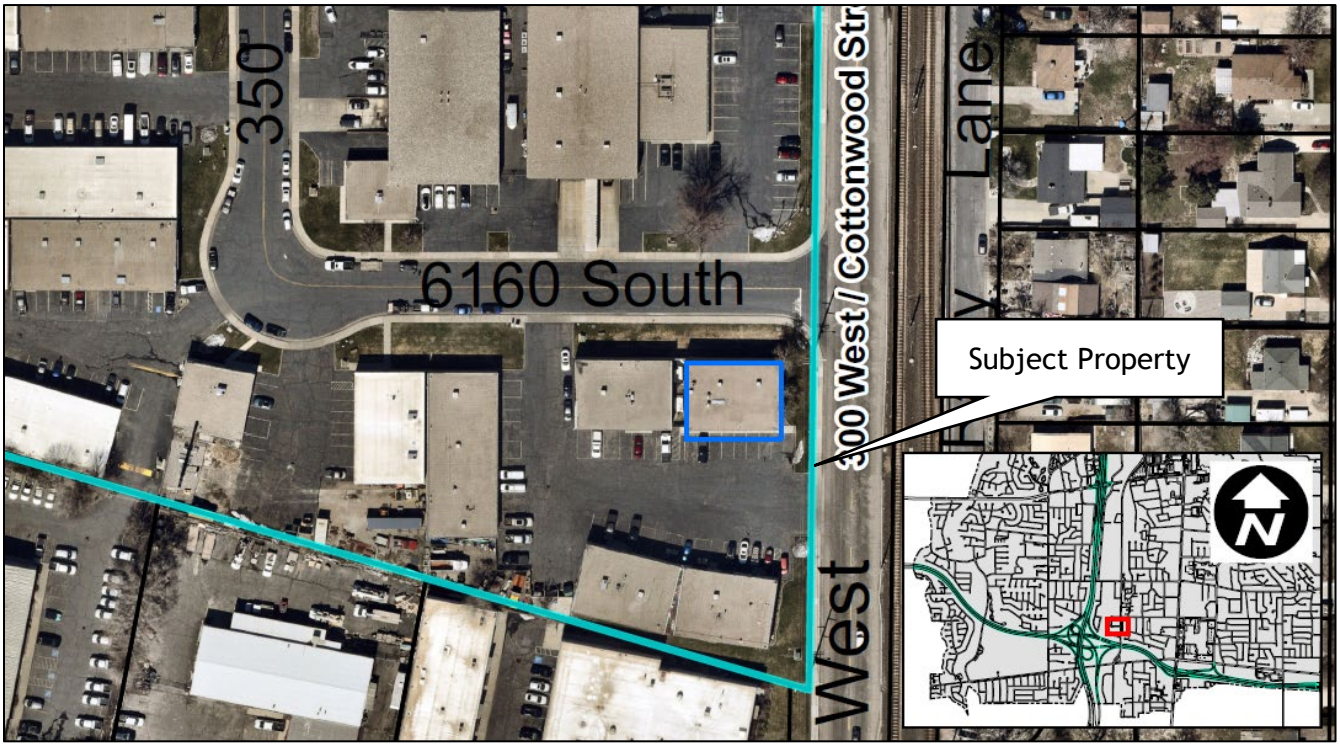
NOTICE OF PUBLIC MEETING

June 15, 2023, 6:30 PM

The Murray City Planning Commission will hold a public meeting on Thursday, June 15, 2023 at 6:30 p.m. in the Murray City Municipal Council Chambers, located at 10 East 4800 South to receive public comment on an application for conditional use permit approval submitted by representatives of **Premier Strand Heating & Air LLC** to allow metal fabrication and a construction contractor business at the property located at **6172 South 300 West Suite B**. Please see the attached plans.

The meeting is open and the public is welcome to attend in person or you may submit comments via email at planningcommission@murray.utah.gov. If you would like to view the meeting online, you may watch via livestream at www.murraycitylive.com or www.facebook.com/MurrayCityUtah/.

Comments are limited to 3 minutes or less, written comments will be included in the meeting record.



This notice is being sent to you because you own property within 300 feet of the subject properties. If you have questions or comments concerning this proposal, please call the Murray City Planning Division at 801-270-2430, or e-mail to planningcommission@murray.utah.gov.

Special accommodations for the hearing or visually impaired will be upon a request to the office of the Murray City Recorder (801-264-2660). We would appreciate notification two working days prior to the meeting. TTY is Relay Utah at #711.

Public Notice Dated | June 1st, 2023

Murray City Hall | 10 East 4800 South | Murray | Utah | 84107

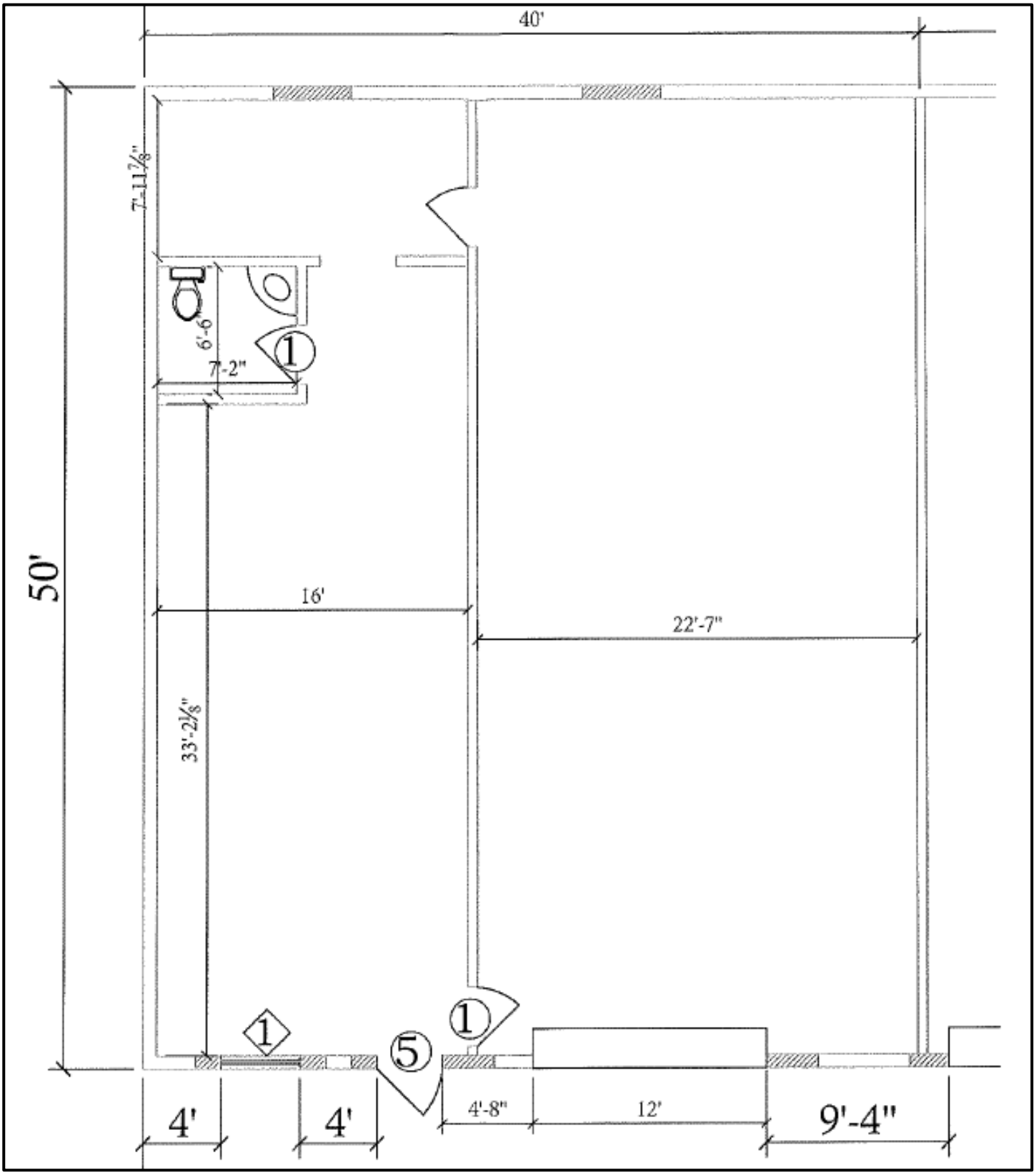


Figure 1: Proposed Floorplan

Project #_____

CONDITIONAL USE PERMIT APPLICATION

Type of Application (check all that apply):

☐ **New Construction** ☐ **Land use change** ☐ **Remodel** ☑ **Addition**

Subject Property Address: 6172 S 300 W STE B

Parcel Identification (Sidwell) Number: 21-24-201-041-0000

Parcel Area: _____ Current Use: _____

Floor Area: _____ Zoning Classification: _____ LU# _____

Applicant Name: Premier Strand Heating & Air, LLC

Mailing Address: PO BOX 57401

City, State, ZIP: Murray, Ut 84157

Daytime Phone #: (801)293-8779 Fax #: _____

Email Address: tally@premierhvac.net

Business or Project Name : Premier Strand Heat & Air

Property Owner's Name (If different): Ralph Kramer Construction

Property Owner's Mailing Address: 314 W 6160 S

City, State, Zip: Murray, Ut 84107

Daytime Phone #: (801) 747-1000 Fax #: _____

Email address: inbox.info@rwkpark.com

Describe your request in detail (use additional page if necessary): Fabrication Shop for HVAC duct work, Fittings, Stands, and misc materials.

Authorized Signature: _____ Date: 05/04/2023

Project #_____

OWNERS CERTIFICATION FORM
(To Be Complete and Signed by Property Owner)

Property Owner Name: RALPH W KRAMER CONST. Co. LLC Phone: 801-747-1000

Property Address: 6172 S. 300 W STE B Murray, UT 84107

Name of Organization/Business: RALPH W KRAMER CONSTRUCTION CO. LLC

Contact Person: PARKER JONES Phone: 801-747-1000 EXT. 2

Email address: inbox.info@rwkpark.com

Address: 314 W. 6100 S. City: MURRAY UT Zip 84107

Project Description: FABRICATION SHOP

Additional information or comments:

EXISTING BUSINESS ACQUIRING ADDITIONAL SPACE FOR FABRICATION FOR HVAC DUCT WORK, FITTINGS, STANDS AND MISCELLANEOUS MATERIALS

Per City Code Section 17.76.180: Multi Warehouse Facilities:

A. Owners Certification: Upon application for planning and zoning commission or community development division approval for each tenant of a multiuse warehouse facility, the owner's affidavit must reflect in addition to other required information:

1. Certification that the Owners property complies in all respects to all applicable zoning ordinances; and

2. Where applicable, further certification that the Owner's property will comply with any further conditions imposed as a result of each tenant's application for approval.

B. Parking Stalls: Each tenant shall have designated parking stalls meeting all city, state and federal requirements, including signage clearly assigning the required number of stalls to each tenant's business.

As owner of the property being considered for site plan review/conditional use permit, I will comply with Section 17.76.180 as specified above.

Signature: Denise K Jones Date: 5-5-23

Murray City Corporation
Community & Economic Development Division
4646 South 500 West
Murray UT 84123
(801) 270-2420

Project #_____

Property Owners Affidavit

I (we) Ralph W Kramer Construction Co LLC, 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.

Owner's Signature _____ Owner's Signature (co-owner if any)

State of Utah

County of Salt Lake §

Subscribed and sworn to before me this 5th day of May, 2023.

Lori Needham
Notary Public

Residing in Salt Lake My commission expires: 11-28-26

LORI NEEDHAM
NOTARY PUBLIC · STATE OF UTAH
COMMISSION# 728129
COMM. EXP. 11-28-2026

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

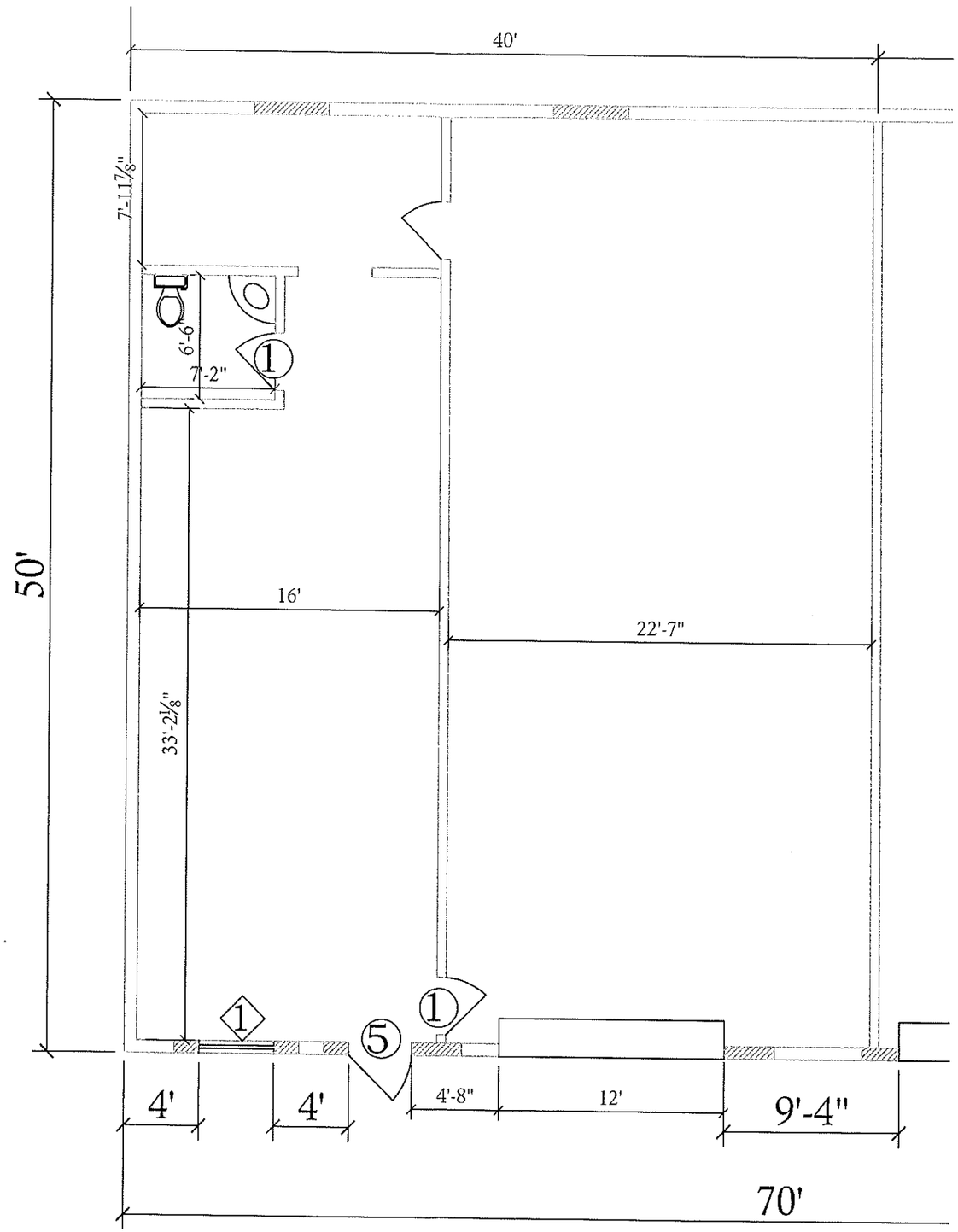
County of Salt Lake §

On the _____ day of _____, 20 _____, personally appeared

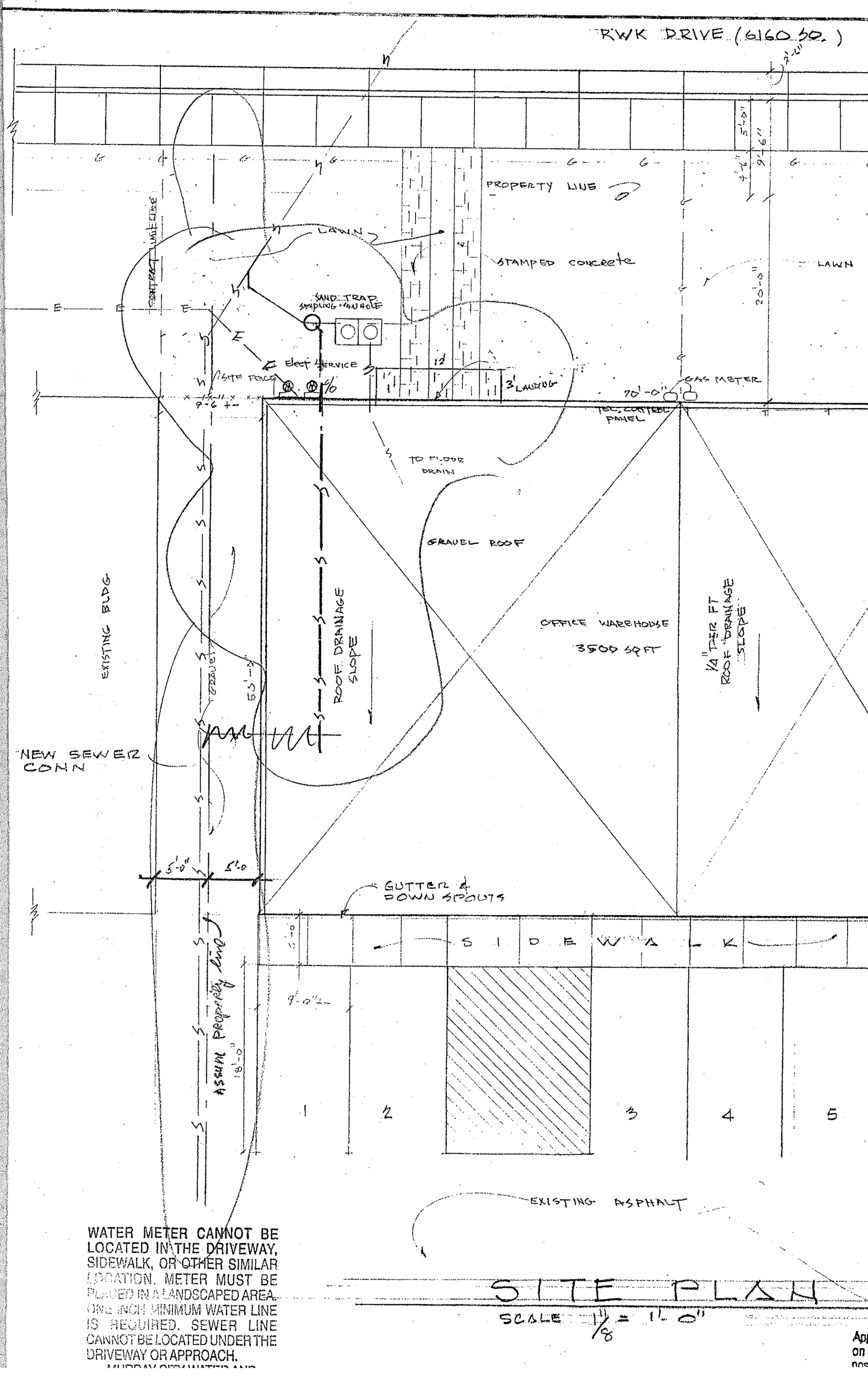
before me_____ the signer(s) of the above *Agent Authorization* who duly acknowledge to me that they executed the same.

_____
Notary public

Residing in _____ My commission expires: _____



6172 S. 300



WATER METER CANNOT BE LOCATED IN THE DRIVEWAY, SIDEWALK, OR OTHER SIMILAR LOCATION. METER MUST BE PLACED IN A LANDSCAPED AREA. ONE INCH MINIMUM WATER LINE IS REQUIRED. SEWER LINE CANNOT BE LOCATED UNDER THE DRIVEWAY OR APPROACH.

MURRAY CITY WATER AND

SITE PLAN

SCALE: 1 1/8" = 1'-0"

AGENDA ITEM #05 Mixed Use Zones Sign Amendment			
ITEM TYPE:	Text Amendment		
ADDRESS:	Citywide	**MEETING DATE:**	June 15, 2023
APPLICANT:	Ryan Kimball	**STAFF:**	Zachary Smallwood, Senior Planner
PARCEL ID:	N/A	**PROJECT NUMBER:**	23-061
AFFECTED CHAPTERS:	17.48, Sign Code;		
REQUEST:	The applicant is requesting an amendment to the sign code to allow Planned Center and Pedestal Signs in mixed-use zones (Section 17.48.180).		

I. STAFF REVIEW & ANALYSIS

Background & History

The applicant is affiliated with The Royce, a mixed-use development located at the properties addressed 853 East 4680 South, 872 East 4680 South, and 4672 South 900 East. This development was formally named Van Winkle Crossing and is a horizontal mixed-use project that, at full build out, will have 421 multi-family units and approximately 21,000 ft^2 of commercial space.

The applicant approached planning staff earlier this year to request a Planned Center Sign for the project. After a review of the sign code, staff determined that planned center signs would not be allowed in the zone that the Royce is located. Section 17.48.080(A) states that "sign regulations contained in this chapter are declared to be the maximum allowed for the purposes set forth. Any sign not expressly allowed by this chapter is prohibited."

Staff reviewed the sign ordinance and found that planned center and pedestal signs are specifically called out in 17.48.200 and nowhere else in the chapter. Planning staff determined that these types of signs would not be allowed outside of commercial and manufacturing zones, specifically the C-D, Commercial Development and M-G, Manufacturing General.

Applicant's Request

Planning staff informed the applicant of the determination. The applicant subsequently applied to amend the zoning ordinance to allow planned center and pedestal signs in the mixed use zones. The applicant states in their narrative that they are a large development and this type of signage should be allowed. A copy of their request is attached to this report for the Planning Commission's review.

Planning Division Review

Though the applicant is correct that this is a large development, one of the main concerns from staff is it is located in the MCMU Zoning District. All allowable signage for the Transit Oriented Development, Murray City Center District, and Murray Central Mixed Use Zoning Districts are located within Section 17.48.180, and applies to all mixed-use zones. This section governs the types, sizes, and placement of all signage in these zones.

Staff has several concerns in allowing this type of signage to be permitted in these zoning districts. The following subsections will review each concern.

Mixed Use Zoning Purpose Statements

Within the purpose statements of each of the applicable zoning districts there are specific terminology stating that the development is to encourage pedestrian oriented design. These include elements like encouraging attractive and comfortable environments for pedestrians and cyclists. Each development, regardless of its size, should be constructed in a way that facilitates and elevates the pedestrian experience. Reviewing the allowable area, size, and overall mass of planned center/pedestal signs, staff does not see how this would encourage and promote pedestrian activity. The applicant stated in their request that this sign would directly benefit those driving in this area.

Staff understands that a large planned center sign would be desirable at their proposed location, the planning division has to review this as a broader change to multiple districts in the city, not just for a specific site. At this time, staff does not support the change to allow this signage based on the stated goals and purpose of the zoning districts.

Effect on Other Properties

By allowing this change, Murray City would be opening itself up to additional planned center signs in areas that may not be appropriate. There are multiple large properties that could qualify for a planned center sign in the MCCD and MCMU zones. When the sign ordinance was rewritten in 2019, the topic of planned centers was carefully considered and where they are most appropriate. At that time staff did not see the benefit to the community in placing them in mixed use zones.

The planning division does not see the benefit of this type of signage in what is to be a pedestrian oriented scaled development scenario. Staff has concerns about the potential impacts that could occur by allowing this type of signage. Because of the potential negative impacts, staff is recommending denial of the proposed text amendment.

Additional Modifications Necessary

The applicant provided some code references to the regulations for planned center signs. However, there were some requirements that were missed. For clarity, staff has provided the section regulating planned center and pedestal signs below.

17.48.140: Standards for Signs Requiring a Permit

H. Pedestal Signs: The standards for the use of pedestal signs are as follows:

1. Planned Center On Parcels Less Than Seven Acres: No pedestal signs are allowed, only monument signs or pole signs.
2. Planned Center On Parcels Of Seven Acres Or More: The Planning Commission may approve one pedestal sign per project. No pedestal sign shall be allowed for any project or parcel that has less than two hundred feet (200') of linear public street frontage.
3. Planned Centers On Parcels Of Twenty Acres Or More: The Planning Commission may approve two (2) pedestal signs per project. A pedestal sign must be separated by a minimum of five hundred feet (500') from any other pedestal sign. No pedestal sign shall be allowed for any project or parcel that has less than two hundred feet (200') of linear public street frontage.
4. Area Standards: A pedestal sign may not exceed one and one-half (1 1/2) square feet of sign area for each linear foot of street frontage, with no sign exceeding a total sign area of three hundred (300) square feet per side (a maximum of 2 sides are allowed). Each sign must be part of an approved sign theme or integrated architecturally with the buildings. Reader boards, changeable copy areas, and electronic message centers shall not exceed seventy five percent (75%) of the total sign copy area of the sign (see figure 16 of this subsection H4).
5. Height Standards: The maximum height of a pedestal sign is thirty five feet (35') above pavement grade or ground level. On properties adjacent to freeways, where the sign is freeway oriented, maximum sign height may be determined from freeway grade.
6. Sign Clearance: The minimum sign clearance from grade to the bottom of a pedestal sign is eight feet (8').
7. Vertical Structural Supports: The minimum distance between vertical structural supports is two feet (2').
8. Location Standards: A pedestal sign must be located within the required setback area from property line, with a minimum sign setback from all property lines of two feet (2') from the outside edge of a sign. A pedestal sign must be at least three hundred feet (300') away from a residential use.
9. Support Standards: Pedestal signs must have structural supports covered or concealed with pole covers (pedestal covers). The covers must utilize materials which are architecturally compatible to the buildings or development to which it is associated.
10. Sign Consolidation: An existing planned center that meets the requirements of the Sign Code will be required to remove existing detached signs if a pedestal sign is requested and approved by the Planning Commission.

11. Conditional Use: On-premises pedestal signs which include an electronic message center require conditional use approval by the Planning Commission within a planned center.

The main regulation that would pose a concern for this applicant, specifically, is called out in "8. Location Standards". It states that pedestal signs must be located a minimum of 300 feet away from any residential use. The word, *use*, is key to this regulation. It means that the residential units that are part of the development would be included in the 300 foot measurement. Looking at the full build out of the project it doesn't seem that the applicant would be able to place a planned center pedestal sign on the property.

As most mixed-use developments often have a mix of residential and other commercial/retail/office uses. Staff does not see many, if any, instances where a planned center would be permissible, without significant detriment to the pedestrian experience. Additional review for potential solutions and their impact would be required. For this reason, planning division staff is recommending denial of the proposed text amendment.

II. PUBLIC INPUT

Notices were sent to Affected Entities for this text amendment. As of the date of this report, no public comments have been made.

III. FINDINGS

Based on the analysis of the requested text amendment planning staff concludes the following:

1. The proposed text amendment has been carefully considered and will not align with the purposes of the TOD, MCCD, or MCMU Zoning Ordinances.
2. The proposed text amendment is not consistent with the 2017 Murray City General Plan's initiatives for promoting livable and walkable neighborhoods(initiative 3), linking centers/districts to surrounding context(initiative 4), and a city geared toward multi-modality(initiative 5).
3. The proposed text amendment will not align with the purpose and goals of Chapter 17.48, Sign Code.

IV. CONCLUSION/RECOMMENDATION

Planning Division staff recommends that the Planning Commission **forward a recommendation of DENIAL to the City Council for the proposed text amendment to Section 17.48.180 as reviewed in the Staff Report.**

MURRAY CITY CORPORATION

COMMUNITY & ECONOMIC DEVELOPMENT

Planning Division 801-270-2430

NOTICE OF PUBLIC HEARING

June 15, 2023, 6:30 PM

The Murray City Planning Commission will hold a public hearing in the Murray City Municipal Council Chambers, located at 10 East 4800 South to receive public comment on the following application:

Representatives of Kimball Investments are requesting to amend Murray City Code Section 17.48.180, to allow planned center and pedestal signs in mixed-use zoning districts.

The meeting is open, and the public is welcome to attend in person or you may submit comments via email at planningcommission@murray.utah.gov. If you would like to view the meeting online, you may watch via livestream at www.murraycitylive.com or www.facebook.com/MurrayCityUtah/.

Comments are limited to 3 minutes or less, written comments will be included in the meeting record.

If you have questions or comments concerning this proposal, please contact the Murray City Planning Division at 801-270-2430, or e-mail planning@murray.utah.gov.

ZONING AMENDMENT APPLICATION

Type of Application (check all that apply): **Project #** 23-061

☐ **Zoning Map Amendment**

☑ **Text Amendment**

☐ **Complies with General Plan**

☐ **Yes** ☐ **No**

Subject Property Address: _____

Parcel Identification (Sidwell) Number: ~~22053760009+10~~ 22053760 14, 15, 16, 17

Parcel Area: _____ Current Use: ~~Mixed-Use~~ New construction: Apartments + Retail

Existing Zone: Mixed-use Proposed Zone: MA

Applicant Name: ~~900 East Ivy Place, LLC~~ Ryan Kimball

Business or Project Name : 900 East Ivy Place, LLC

Mailing Address: 1000 S. Main St., #104

City, State, ZIP: SLC, UT, 84101

Daytime Phone #: 801-916-5300 Fax #: 801-355-4308

Email address: ryan@kimballinvestment.com

Property Owner's Name (If different): Same

Property Owner's Mailing Address: _____

City, State, Zip: _____

Daytime Phone #: _____ Fax #: _____ Email: _____

Describe your reasons for a zone change (use additional page if necessary):

See attached.

Authorized Signature: _____ Date: 5/11/23

Code Amendment Proposal
Royce on 9th
4672 S 900 E
Murray, UT

Proposal: Signage is an integral part of a development's business and marketing plan. Royce on 9th is a multi-tenant planned center in the newly formed Mixed-Use Zone. It is a larger development than was anticipated when the sign ordinances for the new zoning district were written. Mixed-use zones restrict pedestal signs that would normally be allowed for developments of this size. Only a much smaller monument sign would be allowed. We propose that the ordinances that govern planned center signs take precedence over the ordinances that govern mixed-use zones to allow Royce on 9th to have one 25 ft pedestal tenant sign.

Applicable City Ordinances

Ordinances for Planned Center Signs:

- 17.48.230.4.a The Planning Commission may allow common signs displaying advertising for all uses within a planned center on multiple parcels of property that may or may not have separate ownership.
- 17.48.140.H.2 Pedestal Signs: The standards for the use of pedestal signs are as follows:

  2. Planned Center On Parcels Of Seven Acres Or More: The Planning Commission may approve one pedestal sign per project. No pedestal sign shall be allowed for any project or parcel that has less than two hundred feet (200') of linear public street frontage.

- 17.48.140.H. 4. Area Standards: A pedestal sign may not exceed one and one-half ($1^1/_2$) square feet of sign area for each linear foot of street frontage, with no sign exceeding a total sign area of three hundred (300) square feet per side (a maximum of 2 sides are allowed). Each sign must be part of an approved sign theme or integrated architecturally with the buildings.
- 17.48.140.H.5. Height Standards: The maximum height of a pedestal sign is thirty five feet (35') above pavement grade or ground level.

Ordinances for Mixed Use Zones:

- 17.48.180.D.6 Pedestal signs are not permitted in mixed zones.

Justification

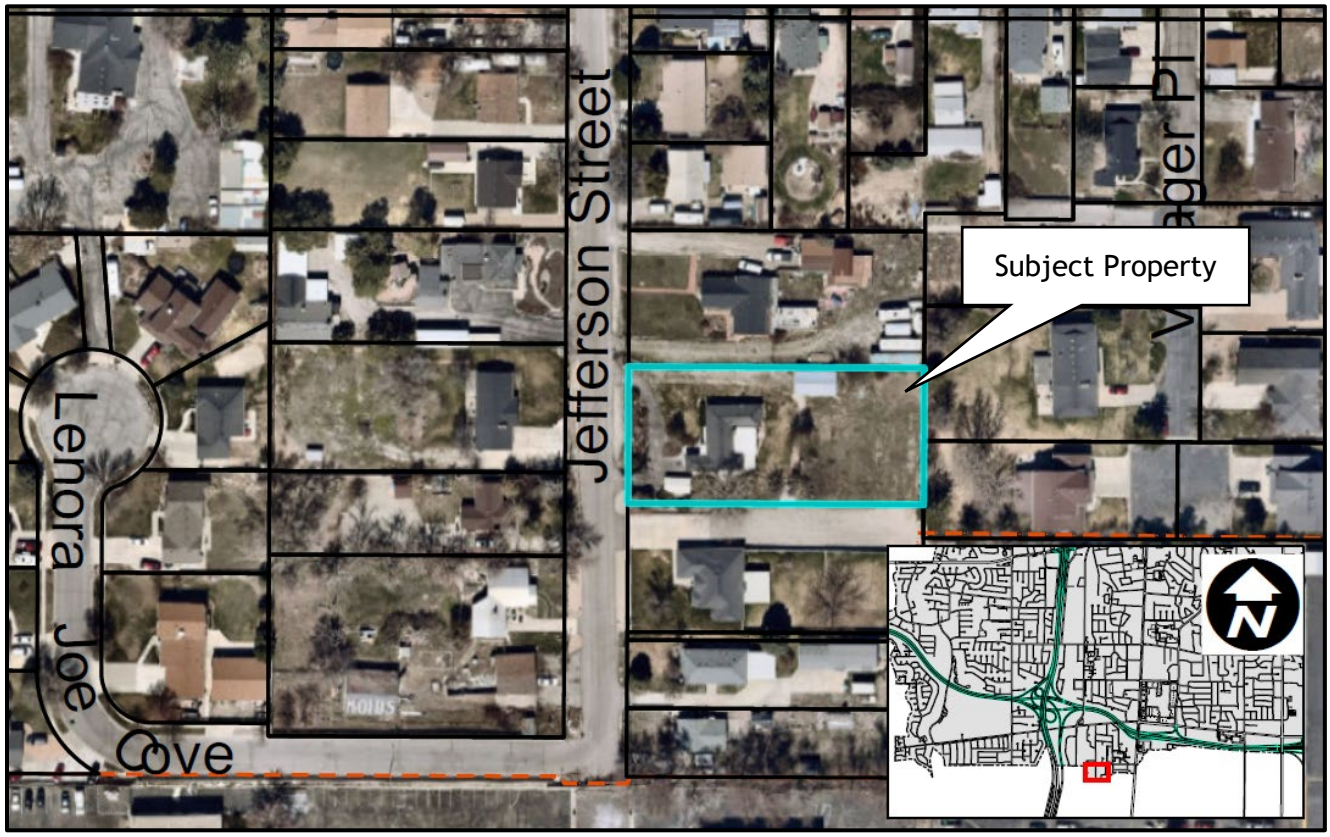
- Royce on 9th is a planned center. It meets the definition to be considered under these ordinances.
- The size of the property is 10 acres. It qualifies for a pedestal sign because it is over 7 acres.
- The area of the proposed sign is 200.4 sq ft. It is less than the maximum of 300 sq ft.
- The height of the proposed sign is 25 ft. It is less than the 35 ft maximum height.
- The size of the proposed sign is appropriate for alerting drivers in high-speed traffic on 900 E in time to make safe turning decisions.
- The size of the proposed sign is appropriate for a planned center of this size.
- The proposed sign would be conforming to all ordinances applicable to planned center signs.

The new mixed-use zone in Murray is still evolving, and Royce on 9th is part of that evolution. This code amendment would allow planned centers of this size to have the signage appropriate for such a development in this new mixed-use zone. Please approve the code amendment to allow the ordinances for planned center signs to take precedence over the ordinances for mixed-use zones.

MURRAY CITY CORPORATION
COMMUNITY & ECONOMIC DEVELOPMENT

Building Division 801-270-2400
Planning Division 801-270-2430

AGENDA ITEM # 6 – Stubler Subdivision			
ITEM TYPE:	Preliminary and Final Subdivision; Flag Lot Review		
ADDRESS:	6847 South Jefferson Street	**MEETING DATE:**	June 15, 2023
APPLICANT:	Shane Hofhine	**STAFF:**	Zachary Smallwood, Senior Planner
PARCEL ID:	21-24-476-020	**PROJECT NUMBER**	23-050
ZONE:	R-1-8, Single-Family Residential		
SIZE:	.55 acres | 23,958 ft^2		
REQUEST:	The applicant is requesting preliminary and final subdivision approval to create a flag lot subdivision.		



I. LAND USE ORDINANCE

Section 16.04.040 of the Subdivision Ordinance requires that the Planning Commission acting as the Land Use Authority approve applications for the subdivision of land. It shall make investigations, reports and recommendations on proposed subdivisions as to their conformance to the General Plan, Title 17 of the Murray City Municipal Code, and other pertinent documents as it deems necessary. After completing its review of the final plat, the Planning Commission shall approve or disapprove the final plat in accordance with section 16.12.070 of the Code.

"Flag Lot" Subdivision is the term applied to a subdivision of residential property where an existing, larger lot is split, and where the new lot may have a smaller access to the public right of way than would otherwise be allowed. This results in a lot shaped somewhat like a "flag"; with a larger area behind or to the rear (the flag) of a remaining conventional lot, and a narrower portion (the pole) extending to the street. Flag lot subdivisions are often sought in cases like this, where the developed lot is large enough to split, but frontage requirements prevent the creation of side by side lots.

II. BACKGROUND

Project Location

The property is located at Jefferson Street; a local street that dead ends at the boundary between Murray City and Midvale City. 6847 is located approximately four (4) lots from the City's south boundary.

Surrounding Land Use and Zoning

Direction	Land Use	Zoning
North	Single-Family Residential	R-1-8
South	Single-Family Residential	R-1-8
East	Single-Family Residential	R-1-8
West	Single-Family Residential	R-1-8

Project Description

The subject property is a 0.55-acre residential lot in the R-1-8 Zone with an existing home facing Jefferson Street. The applicant proposes to split the lot, leaving the existing home and creating the flag lot to the east (rear) of the existing home. The applicant is proposing to have a twenty-eight-foot (28') access along the north side of the property to the flag lot. The drive access will have twenty feet (20') of asphalt and four feet (4') of landscaping on each side of the drive access.

Subdivision Configuration

The proposed subdivision will split the existing property at 6847 South Jefferson Street into two new lots: Proposed Lot 1 will be 13,319 ft^2 that will contain the existing home fronting

Jefferson Street. The proposed Lot 1 will contain the "pole" of the Flag Lot with a twenty-eight foot (28') access easement in favor of the newly created Lot. Proposed Lot 2 will be formed from the remaining property for a total of 11,099 ft^2.

R-1-8 Zone, Setbacks, Height, Lot Width

Any new construction on the two lots will be required to meet the minimum setbacks and height allowances in the R-1-8 zone. The R-1-8 Zone requires the following:

Front Yard setback:	25' minimum
Rear Yard setback:	25' minimum; 15' for homes built prior to 1987
Side Yard setback:	8' minimum, both side yards must total 20' minimum
Height:	35' maximum

The site plan that was provided by the applicant shows a front and rear yard setback of twenty feet (20'). This will need to be amended to indicate the five additional feet required by the Land Use Ordinance. Figure 1 below, indicates that the modification of five feet (5') should not have a substantial impact on the buildable area of Lot 2.

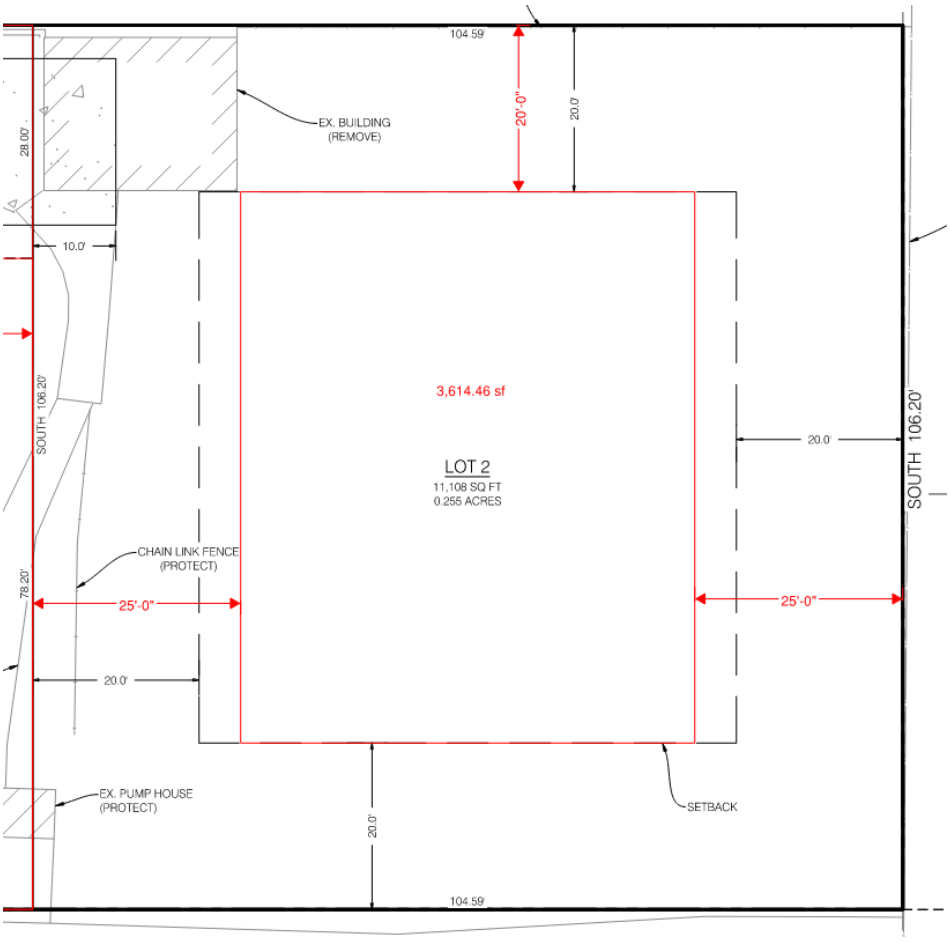


Figure 1: Buildable Area with Modified Setbacks

Flag Lot Requirements

In addition to the requirements of the R-1-8 zone, the following are specific requirements for lots created by a flag lot subdivision:

- Lot Area: The proposed subdivision will result in one new lot. Flag lot subdivision regulations require that the rear lot have an area 125% of the minimum area requirement of the zone in which the subdivision is located, exclusive of the access portion of the lot. The minimum lot area required in the R-1-8 zone is 8,000 square feet, making the required minimum lot size for the flag lot 10,000 square feet. The remaining conventional lot must also meet or exceed the normal area requirement of the R-1-8 zone.

	Required Lot Size	**Proposed Lot Size**
Lot 1	8,000 ft^2	13,318 ft^2 9,808 ft^2 (excluding the access.)
Lot 2 (Flag Lot)	10,000 ft^2	11,108 ft^2

- Access: Flag lots must have an access of at least 28 feet in width extending from the body of the lot to the public right-of-way. The access can be an actual physical extension of the new lot, or it can be provided as an easement. In this case, the access will be an easement of twenty-eight feet (28') which extends from the west side of the property. The current plans show the required landscaping improvements. Four feet (4') of landscaping is required on each side of the asphalt drive.

Public Utilities

Public utilities are available within Jefferson Street to serve the proposed subdivision. Utility easements have been indicated on the proposed plat for both lots as required by the City Engineer and Public Works Department. Water will be served by Murray City while the wastewater will be provided by Midvalley Improvement District.

III. LAND USE ORDINANCE STANDARDS REVIEW

Murray City Code Title 16 outlines the requirements for subdivision review. The Murray Planning Commission is required by State Code to conduct a public meeting and review all subdivisions of property within the City. Murray City Code Title 16, Subdivision Ordinance, outlines the requirements for subdivision review. Utah State Code (10-9a-604) states that a subdivision plat may not be recorded until approved by the land use authority of the City. The Planning Commission's role as the land use authority is to ensure that a proposed subdivision is consistent with established ordinances, policies and planning practices of the City. The Planning Commission makes investigations, reports and recommendations on proposed subdivisions as to their conformance to the General Plan and Title 17 of City Code, and other pertinent documents as it deems necessary. After completing its review of the final plat, the Planning Commission shall approve or disapprove the Flag Lot Subdivision. The plat is then forwarded to the Salt Lake County Recorder's office for review and recording.

The General Plan calls for single-family, low density residential development in this area, and

promotes context-sensitive residential infill development to support additional housing where possible. The proposed flag lot subdivision will allow the applicant to create two new lots, preserve an existing home and allowing an ADU, creating the possibility of another home in this area. The creation of in-fill housing is an important goal that has been identified in Murray City's 2017 General Plan, and the continued use and support of flag lot subdivisions is an important tool to create residential infill and additional housing opportunities in the city.

IV. CITY DEPARTMENT REVIEW

A Planning Review meeting was held May 30th, 2023, where the Flag Lot Subdivision application was reviewed by Murray City department staff. The following comments have been provided by the departments that were in attendance:

The City Engineer recommends approval subject to the following conditions:

- Meet City subdivision requirements – Murray City Ordinance Title 16.
- Provide grading, drainage and utility plan.
- Develop and implement a site erosion control plan prior to beginning site work.
- Obtain a City Excavation Permit for work within City roadways.

The Murray City Fire Department recommends approval subject to the following conditions:

- Maintain a twenty-foot (20') width on the access road.
- Roads in excess 150' require turn around and shall extend to within 150' of all portions of facility and all portions exterior walls.
- Use IFC 2018 and applicable NFPA codes for reference.

The Murray City Wastewater Division recommends approval subject to the following conditions:

- This lot will tie into Mid Valley Improvement District sewer system.
- All work must meet Mid Valley Improvement specifications.
- Plans currently label everything as Murray Sewer, change plans to reflect Mid Valley Improvement District.

The Murray City Power Department recommends approval, subject to the following conditions:

- Power for the new home will need to be fed underground from pole #21247100, which is in the northwest corner of the lot.
- The existing pole mount transformer will need to be upgraded to handle the additional load of the new home.
- The developer will need to meet with Murray City Power to discuss planning the new power service(s) and future equipment placement to the building(s).
- The developer must meet all Murray City Power Department requirements and the current NESC/NEC code and provide the required easement/clearance(s) for equipment and Power lines.

- Please contact John Galanis 801-264-2723 for meter placement on the building(s) and proper metering equipment requirements before construction begins.

The Murray City Water Division did not have any comments.

The Murray City Police Department recommends approval with no conditions.

The comments have been included as conditions of approval in the staff recommendation at the end of this report.

V. PUBLIC INPUT

Thirty-five (35) notices of the public meeting were sent to affected entities and all property owners for parcels located within 300 feet of the subject property. As of the date of this report, no comments or concerns have been submitted.

VI. FINDINGS

Based on the analysis of the application and materials provided and a survey of surrounding area, staff concludes the following:

1. The proposed flag lot subdivision meets the requirements of Section 17.100 of the Murray City Land Use Ordinance.
2. The proposed flag lot subdivision meets the requirements of the applicable sections of the Murray City Subdivision Ordinance, Title 16 of the City Code for the subdivision of land.
3. Section 17.76.140 (Flag Lots) allows flag lot subdivisions under conditions which are present in this application. The proposed subdivision adheres to the specific requirements for flag lot subdivisions in Section 17.76.140 of the Murray City Land Use Ordinance.
4. The proposed subdivision allows for an efficient use of land, which furthers the goals of the Murray City General Plan regarding stabilization of residential areas and providing increased housing options.

VII. CONCLUSION/RECOMMENDATION

Based on the information presented in this report, application materials submitted and a site review, staff recommends that the **Planning Commission GRANT preliminary and final subdivision approval for the proposed Stubler Subdivision located at 6847 South Jefferson Street,** subject to the following conditions:

1. The applicant shall meet all requirements of the City Engineer, including the following:
   a. Meet City subdivision requirements – Murray City Ordinance Title 16.
   b. Provide grading, drainage and utility plan.
   c. Develop and implement a site erosion control plan prior to beginning site work.

d. Obtain a City Excavation Permit for work within City roadways.

2. The applicant shall meet the requirements of the Fire Department, including the following:
   a. Maintain a twenty-foot (20') width on the access road.
   b. Roads in excess 150' require turn around and shall extend to within 150' of all portions of facility and all portions exterior walls.
   c. Use IFC 2018 and applicable NFPA codes for reference.

3. The applicant shall meet all the requirements of the Murray City Wastewater Division, including the following:
   a. This lot will tie into Mid Valley Improvement District sewer system.
   b. All work must meet Mid Valley Improvement specifications.
   c. Plans currently label everything as Murray Sewer, change plans to reflect Mid Valley Improvement District.

4. The applicant shall meet all the requirements of the City Power Department, including the following:
   a. Power for the new home will need to be fed underground from pole #21247100, which is in the Northwest corner of the lot.
   b. The existing pole mount transformer will need to be upgraded to handle the additional load of the new home.
   c. The developer will need to meet with Murray City Power to discuss planning the new power service(s) and future equipment placement to the building(s).
   d. The developer must meet all Murray City Power Department requirements and the current NESC/NEC code and provide the required easement/clearance(s) for equipment and Power lines.
   e. Please contact John Galanis 801-264-2723 for meter placement on the building(s) and proper metering equipment requirements before construction begins.

5. The applicant shall adhere to all setback requirements of the R-1-8 zone for both parcels.

6. The applicant shall provide four feet (4') of landscaping on each side of the twenty-foot (20') driveway.

7. The applicant shall prepare a Final Subdivision Plat which complies with all requirements of Title 16, Murray City Subdivision Ordinance.

8. The Final Plat shall adhere to the requirements for Flag Lot Subdivisions contained in Section 17.76.140 of the Murray City Land Use Ordinance and as outlined in the Staff Report.

9. The subdivision plat shall be recorded within one year of the final approval by the Planning Commission or the final plat shall be null and void.

10. All detached structures located on proposed Lot #2 shall be removed prior to recordation.

MURRAY CITY CORPORATION
COMMUNITY & ECONOMIC DEVELOPMENT

Building Division 801-270-2400
Planning Division 801-270-2430

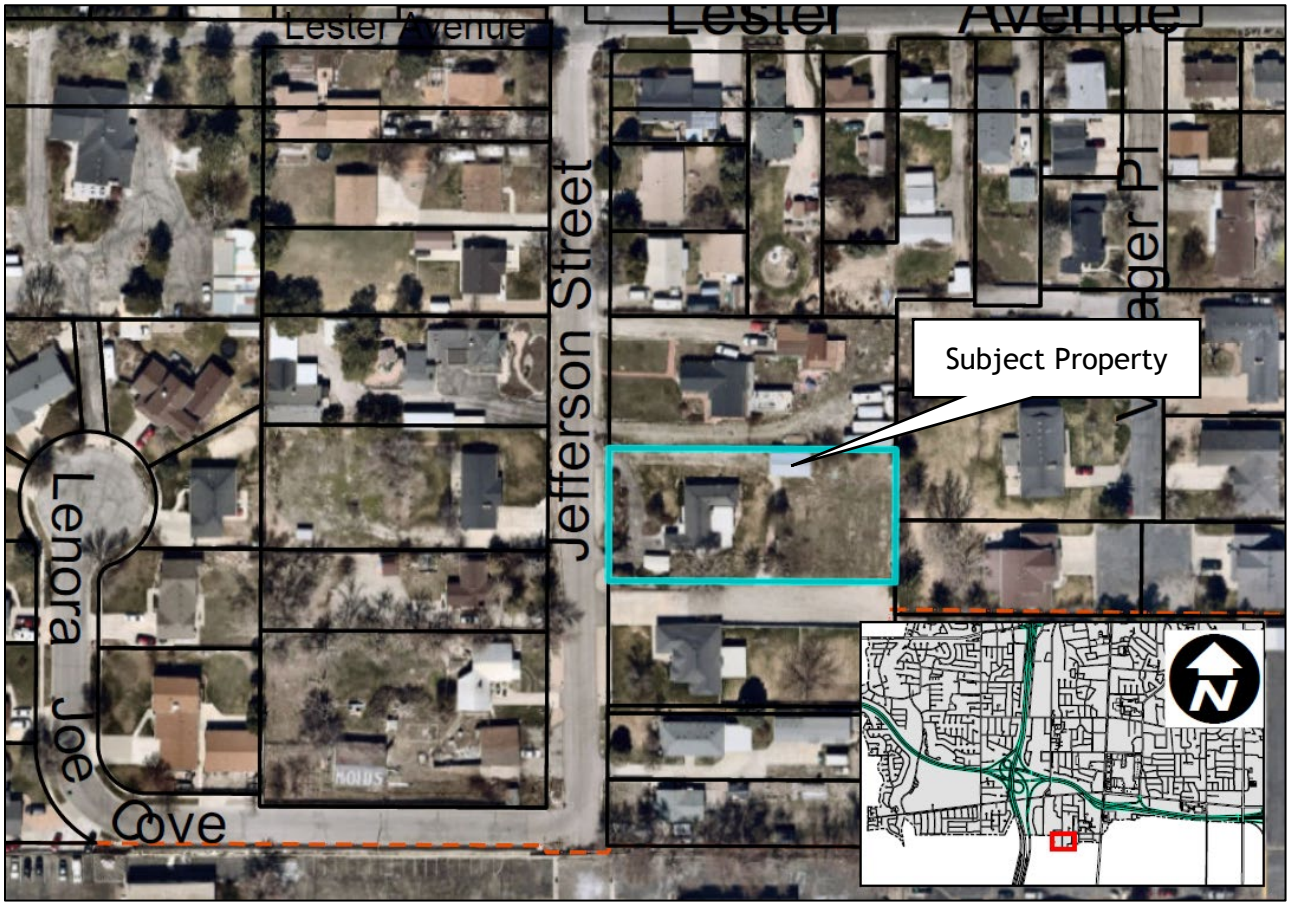
NOTICE OF PUBLIC MEETING

June 15, 2023, 6:30 PM

The Murray City Planning Commission will hold a public meeting on Thursday, June 15, 2023 at 6:30 p.m. in the Murray City Municipal Council Chambers, located at 10 East 4800 South to receive public comment on an application for preliminary and final subdivision approval submitted by representatives of **Shane Hofhine** to allow a flag lot to be created at the property located at **6847 South Jefferson Street**. Please see the attached plans.

The meeting is open and the public is welcome to attend in person or you may submit comments via email at planningcommission@murray.utah.gov. If you would like to view the meeting online, you may watch via livestream at www.murraycitylive.com or www.facebook.com/MurrayCityUtah/.

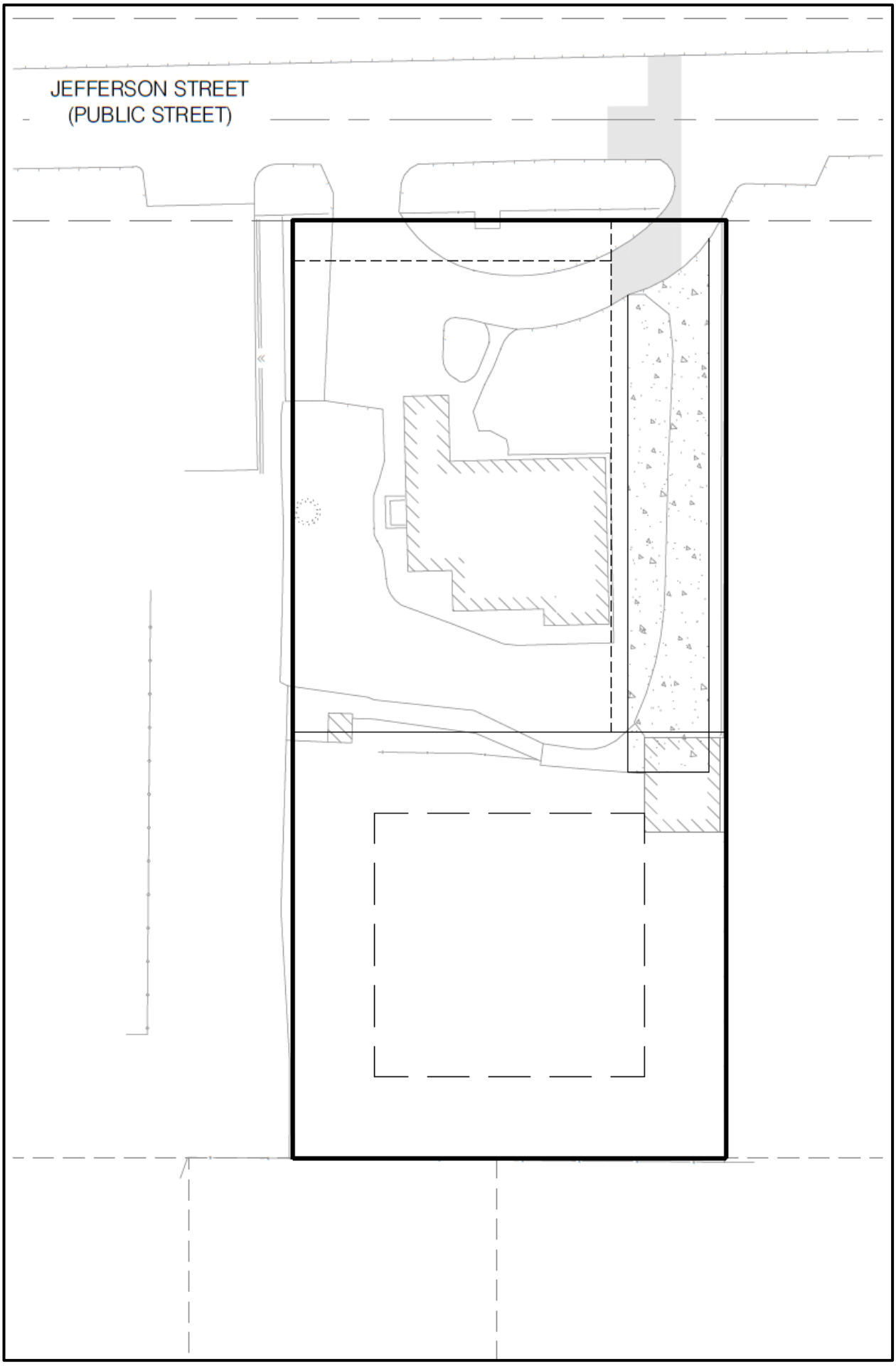
Comments are limited to 3 minutes or less, written comments will be included in the meeting record.



This notice is being sent to you because you own property within 300 feet of the subject properties. If you have questions or comments concerning this proposal, please call the Murray City Planning Division at 801-270-2430, or e-mail to planningcommission@murray.utah.gov.

Special accommodations for the hearing or visually impaired will be upon a request to the office of the Murray City Recorder (801-264-2660). We would appreciate notification two working days prior to the meeting. TTY is Relay Utah at #711.

Public Notice Dated | June 1st, 2023


JEFFERSON STREET
(PUBLIC STREET)

SUBDIVISION & FLAG LOT APPLICATION

Project # 23-050

Type of Application (check all that apply):

☐ **Preliminary Subdivision** ☐ **Final Subdivision** ☐ **Subdivision Amendment**

Subdivision Name: STubler Subdivision

Subject Property Address: 6847 South Jefferson Street

Parcel Identification (Sidwell) Number: 21247602000

Parcel Area: _____ Current Use: _____

Zoning Classification: Residental

Applicant Name: Shane Hofhine

Mailing Address: 4077 Rons Court

City, State, ZIP: Riverton UT 84096

Daytime Phone #: 801-860-9984 Fax #: _____

Email Address: sthofhine@gmail.com

Business Name (If applicable): _____

Property Owner's Name (If different): Cody Hofhine

Property Owner's Mailing Address: 10576 s Verda Cir

City, State, Zip: South Jordan UT 84095

Daytime Phone #: 801-910-9557 Fax #: _____

Describe your request in detail (use additional page if necessary): Dividing lot into two lots, making the back lot a flag lot

Authorized Signature: _____ Date: 4-17-23

Property Owners Affidavit

I (we) Cody Hofhine, 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.

Owner's Signature _____ Owner's Signature (co-owner if any) _____

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

State of Utah

County of Salt Lake §

Notary Public _____ Residing in: Salt Lake

My commission expires: 4/13/2026.

ALLYSON A REARDON
NOTARY PUBLIC · STATE OF UTAH
COMMISSION# 724163
COMM. EXP. 04-13-2026

Agent Authorization

I (we), ~~Shane~~ Cody Hofhine, the owner(s) of the real property located at _____, in Murray City, Utah, do hereby appoint Shane Hofhine, as my (our) agent to represent me (us) with regard to this application affecting the above described real property, and authorize Shane Hofhine 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) _____

On the 17 day of April, 20 23, personally appeared before me Cody Hofhine the signer(s) of the above *Agent Authorization* who duly acknowledge to me that they executed the same.

State of Utah

County of Salt Lake §

Notary Public _____ Residing in: Salt Lake

My commission expires: 4/13/2026

ALLYSON A REARDON
NOTARY PUBLIC · STATE OF UTAH
COMMISSION# 724163
COMM. EXP. 04-13-2026

STUBLER SUBDIVISION

LOCATED IN THE SOUTHEAST QUARTER OF SECTION 25
TOWNSHIP 2 SOUTH, RANGE 1 WEST,
SALT LAKE BASE AND MERIDIAN
MURRAY CITY, SALT LAKE COUNTY, UTAH
FEBRUARY, 2023

LEGEND

- BOUNDARY CORNER (SET ⅝ REBAR AND CAP)
- MONUMENT LINE
- BOUNDARY LINE
- ADJACENT PROPERTY
- STREET CENTERLINE EXISTING
- PUBLIC UTILITY EASEMENT
- SECTION CORNER (NOT FOUND)
- WITNESS CORNER

UTILITY NOTE:

PUBLIC UTILITIES, INCLUDING ELECTRIC, NATURAL GAS, CABLE T.V., WATER METER(S), AND TELEPHONE SHALL HAVE THE RIGHT TO INSTALL, MAINTAIN, AND OPERATE THEIR EQUIPMENT BELOW GROUND AND ALL OTHER RELATED FACILITIES WITHIN THE UTILITY EASEMENTS AND LOT AREA IDENTIFIED ON THIS PLAT MAP AS MAY BE NECESSARY OR DESIRABLE IN PROVIDING UTILITIY SERVICES WITHIN AND WITHOUT THE LOTS IDENTIFIED HEREIN, INCLUDING THE RIGHT OF ACCESS TO SUCH FACILITIES AND THE RIGHT TO REQUIRE REMOVAL OF ANY OBSTRUCTIONS INCLUDING STRUCTURES, TREES AND VEGETATION THAT MAY BE PLACED WITHIN THE EASEMENT. AT NO TIME MAY ANY PERMANENT STRUCTURES BE PLACED WITHIN THE EASEMENT OR ANY OTHER OBSTRUCTION WHICH INTERFERES WITH THE USE OF THE EASEMENT WITHOUT THE PRIOR WRITTEN APPROVAL OF THE UTILITIES WITH FACILITIES IN THE EASEMENTS.

CONTAINED WITHIN THE EASEMENTS AND LOT AREA ARE PRIVATE SANITARY SEWER AND WATER FACILITIES. THE INSTALLATION, OPERATION, MAINTENANCE, AND/OR REPLACEMENT OF PRIVATE SANITARY SEWER, STORM SEWER AND WATER FACILITIES SHALL BE THE SOLE RESPONSIBILITY OF THE OWNERS. SUCH FACILITIES ARE NOT OFFERED TO, NOR ARE THEY ACCEPTED FOR DEDICATION BY, MURRAY CITY.

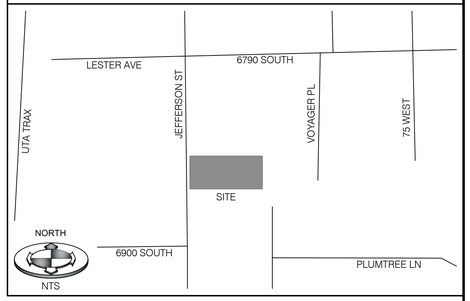
NORTH

GRAPHIC SCALE

20 0 10 20 40

(IN FEET)
1 inch = 20ft.

VICINITY MAP



SURVEYOR'S CERTIFICATE

I, BRIAN A. LINAM DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD LICENSE NO. 7240531, IN ACCORDANCE WITH TITLE 58, CHAPTER 22, OF THE PROFESSIONAL ENGINEERS AND LAND SURVEYORS ACT; I FURTHER CERTIFY THAT BY AUTHORITY OF THE OWNERS I HAVE COMPLETED A SURVEY OF THE PROPERTY DESCRIBED ON THIS SUBDIVISION PLAT IN ACCORDANCE WITH SECTION 17-23-17, HAVE VERIFIED ALL MEASUREMENTS, AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS AND STREETS, TOGETHER WITH EASEMENTS, HEREAFTER TO BE KNOWN AS STUBLER SUBDIVISION AND THAT THE SAME HAS BEEN CORRECTLY SURVEYED AN MONUMENTED ON THE GROUND AS SHOWN ON THIS PLAT.

BOUNDARY DESCRIPTION

BEGINNING AT A POINT BEING ON THE WESTERLY LINE OF CHANNING SUBDIVISION ON FILE IN BOOK 98-6P AT PAGE 143 AT THE OFFICE OF THE SALT LAKE COUNTY RECORDER, SAID POINT BEING 941.70 FEET NORTH AND 1161.67 FEET WEST OF THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 2 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; THENCE WEST 230.00 FEET; THENCE NORTH 106.20 FEET; THENCE EAST 230.00 FEET TO A POINT ON SAID WESTERLY LINE; THENCE SOUTH 106.20 FEET TO THE POINT OF BEGINNING.

CONTAINS: 24,426 SQ. FT. OR 0.561 ACRES

2 LOTS

PROFESSIONAL LAND SURVEYOR
2-2-23
7240531
BRIAN A. LINAM
STATE OF UTAH

OWNER'S DEDICATION

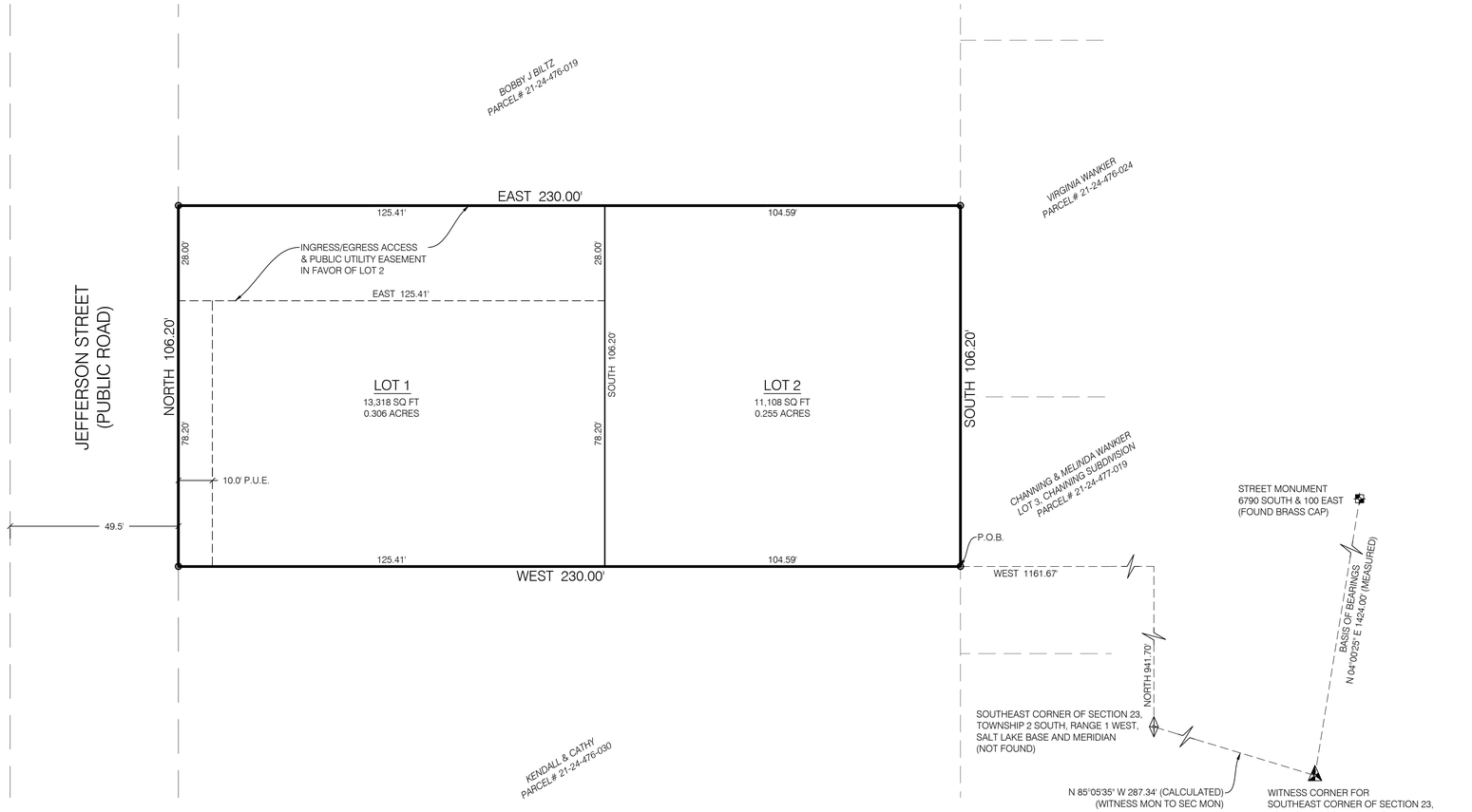
KNOW ALL MEN BY THESE PRESENTS THAT WE, THE UNDERSIGNED OWNER(S) OF THE ABOVE DESCRIBED TRACT OF LAND, HAVING CAUSED SAME TO BE SUBDIVIDED INTO LOTS TO BE HEREAFTER KNOWN AS THE

STUBLER SUBDIVISION

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

IN WITNESS WHEREOF WE HAVE HEREUNTO SET OUR HANDS THIS _____DAY OF_____A.D., 20___.

MARK W. STUBLER



ACKNOWLEDGMENT

STATE OF UTAH
County of Salt Lake } S.S.

ON THE _____ DAY OF _____ A.D., 2023, MARK W. STUBLER, PERSONALLY APPEARED BEFORE ME, WHOSE IDENTITY IS PERSONALLY KNOWN TO ME (OR PROVEN ON THE BASIS OF SATISFACTORY EVIDENCE) AND WHO DULY ACKNOWLEDGED TO ME THAT HE SIGNED THE ABOVE OWNER'S DEDICATION FREELY AND VOLUNTARILY AND FOR THE USES AND PURPOSES THEREIN MENTIONED.

MY COMMISSION EXPIRES: _____ (DATE)

COMMISSION NUMBER:_____

_____ PRINT NAME

_____ NOTARY PUBLIC RESIDING IN _____ COUNTY

SALT LAKE COUNTY SURVEYOR

ROS #

BY:

BENCHMARK ENGINEERING & LAND SURVEYING
9138 SOUTH STATE STREET SUITE # 100
SANDY, UTAH 84070 (801) 542-7192
www.benchmarkcivil.com

DEVELOPER: SHANE HOFHINE
TELEPHONE: (801) 860-9984
EMAIL: STHOFHINE@GMAIL.COM

MURRAY CITY SEWER

APPROVED THIS _____ DAY OF _____, A.D., 20___ BY MURRAY CITY SEWER .

BY:

MURRAY CITY WATER

APPROVED THIS _____ DAY OF _____, A.D., 20___ BY MURRAY CITY WATER.

BY:

MURRAY CITY GIS

APPROVED THIS _____ DAY OF _____, A.D., 20___ .

BY:

DOMINION ENERGY		DATE	
UTOPIA		DATE	
CENTURY LINK		DATE	
COMCAST		DATE	

STUBLER SUBDIVISION

LOCATED IN THE SOUTHEAST QUARTER OF SECTION 25
TOWNSHIP 2 SOUTH, RANGE 1 WEST,
SALT LAKE BASE AND MERIDIAN
MURRAY CITY, SALT LAKE COUNTY, UTAH

SHEET 1 OF 1

MURRAY CITY FIRE DEPARTMENT

APPROVED THIS _____ DAY OF _____, A.D., 20___ .

MURRAY CITY FIRE DEPARTMENT

CITY PLANNING COMMISSION

APPROVED THIS _____ DAY OF _____, A.D., 20___ BY THE MURRAY PLANNING COMMISSION.

MURRAY PLANNING COMMISSION

MURRAY POWER

APPROVED THIS _____ DAY OF _____, A.D., 20___ .

BY:

SALT LAKE COUNTY HEALTH DEPARTMENT

APPROVED THIS _____ DAY OF _____, A.D., 20_____.

SALT LAKE COUNTY HEALTH DEPARTMENT

MURRAY CITY ENGINEER

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

DATE CITY ENGINEER

APPROVAL AS TO FORM

APPROVED AS TO FORM THIS_____ DAY OF _____, A.D., 20___.

MURRAY CITY ATTORNEY

MURRAY CITY MAYOR

PRESENTED TO THE MAYOR OF MURRAY CITY THIS _____ DAY OF _____, A.D.,20__ AT WHICH TIME THIS SUBDIVISION WAS APPROVED AND ACCEPTED.

MAYOR ATTEST: CLERK

SALT LAKE COUNTY RECORDED # _____

STATE OF UTAH, COUNTY OF SALT LAKE, RECORDED AND FILED AT THE REQUEST OF _____ DATE_____TIME _____ BOOK _____ PAGE_____

FEE $

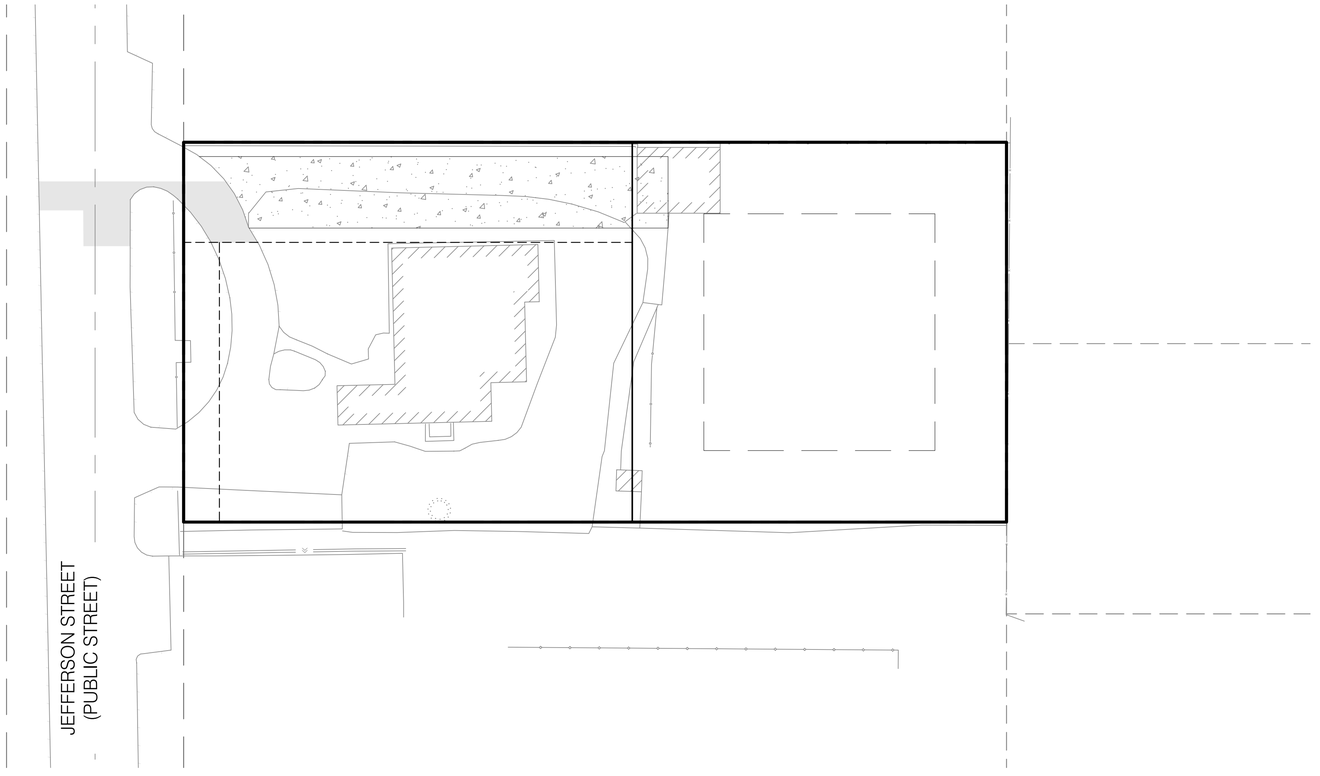
DEPUTY SALT LAKE COUNTY RECORDER

NUMBER _____
ACCOUNT _____
SHEET _____
OF _____ SHEETS

2301002SP.dwg

STUBLER SUBDIVISION

LOCATED IN THE SOUTHEAST QUARTER OF SECTION 25,
TOWNSHIP 2 SOUTH, RANGE 1 WEST,
SALT LAKE BASE AND MERIDIAN
MURRAY CITY, SALT LAKE COUNTY, UTAH

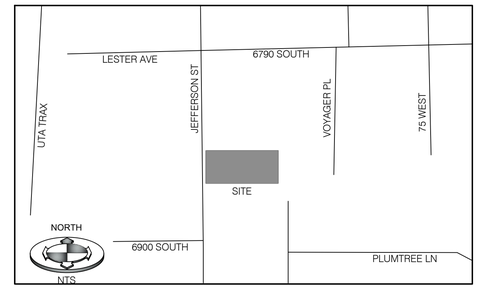


NORTH

GRAPHIC SCALE

20 0 10 20 40

(IN FEET)
1 inch = 20ft.



VICINITY MAP
N.T.S

OWNER/DEVELOPER:
SHANE HOFHINE
PHONE: 801-860-9984
EMAIL: STHOFHINE@GMAIL.COM

DRAWING INDEX

COVER	COVER SHEET
CGN.01	GENERAL NOTES, LEGEND & ABBREVIATION
CSP.01	SITE PLAN
CUP.01	UTILITY PLAN
CGD.01	GRADING & DRAINAGE PLAN
CEP.01	EROSION CONTROL PLAN
CEP.02	EROSION CONTROL DETAILS
CDT.01	DETAILS & NOTES

PRELIMINARY PLANS
NOT FOR CONSTRUCTION

PRELIMINARY PLAN
PROFESSIONAL ENGINEER
4/11/23
No. 10360773
M. CHRIS POULSEN
STATE OF UTAH

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MURRAY CITY, UTAH

DRAFT: GDC	DESIGN: PHJ	CHECK: MCP
DATE: 02/27/2023	DATE: 02/27/2023	DATE: 02/27/2023

PROJECT NO. 2301002

COVER

No.	DATE	DESCRIPTION
1	04/11/23	REVISED PER CITY COMMENTS

BENCHMARK ENGINEERING CONTACT: M. CHRIS POULSEN, PE

LINETYPES:

NEW | EXISTING

- SECTION LINE
- PROPERTY LINE
- ADJACENT PL or LOT LINES
- RIGHT-OF-WAY LINE
- CENTERLINE of ROAD
- EASEMENT LINE
- CURB & GUTTER
- EDGE OF ASPHALT
- FENCE / WALL, STONE
- FENCE, BLOCK
- FENCE, BRICK
- FENCE, CHAIN
- FENCE, IRON
- FENCE, VINYL
- FENCE, WIRE
- FENCE, WOOD
- INDEX CONTOUR LINE (4475)
- INTERMEDIATE CONTOUR LINE
- SPOT ELEVATION (XX.XX TOC)
- SANITARY SEWER LINE (SS)
- STORM DRAIN LINE (SD)
- WATER LINE (W)
- IRRIGATION LINE (IRR)
- OVERHEAD POWER LINE (OHP)
- UNDERGROUND POWER LINE (UG)
- GAS LINE (GAS)
- TELEPHONE LINE (T)
- CABLE TELEVISION LINE (CATV)
- DRAINAGE / DITCH CENTERLINE
- TREE LINE EDGE
- FIBER OPTIC LINE (FO)
- PROPOSED ASPHALT
- PROPOSED CONCRETE

SYMBOLS:

NEW | EXISTING

- SECTION CORNER (FOUND)
- SECTION CORNER (NOT FOUND)
- STREET MONUMENT (FOUND)
- STREET MONUMENT (NOT FOUND)
- BRASS CAP MONUMENT
- POWER POLE & OVERHEAD POWER
- LIGHT POLE
- GUY WIRE
- TELEPHONE MANHOLE
- SANITARY SEWER MANHOLE
- STORM DRAIN MANHOLE
- CATCH BASIN
- DIRECTION OF DRAINAGE
- WATER MANHOLE
- WATER VALVE
- WATER METER
- FIRE HYDRANT
- IRRIGATION VALVE
- GAS MANHOLE
- TREE

ABBREVIATIONS

BC	BAR & CAP
BOW	BOTTOM OF VISIBLE WALL
COR.	SECTION CORNER
CB	CATCH BASIN
CF	CUBIC FEET
D	DELTA ANGLE
EG	EXISTING GROUND
EOA	EDGE OF ASPHALT
EOC	EDGE OF CONCRETE
EX	EXISTING
FFE	FINISH FLOOR ELEVATION
FG	FINISHED GRADE
FH	FIRE HYDRANT
FL	FLOW LINE
GB	GRADE BREAK
GW	GUY WIRE
HW	HEAD WALL
I.E.	INVERT ELEVATION
LIP	LENGTH OF CURVE
L	LIP OF CURB
LF	LINEAR FEET
LP	LOW POINT
M-M	MONUMENT TO MONUMENT
MH	MANHOLE
MON.	SURVEY MONUMENT
OHP	OVERHEAD POWER
PVC	POINT OF CURVATURE
PVI	POINT OF INTERSECTION
PP	POWER POLE
PVT	POINT OF TANGENCY
PUE	PUBLIC UTILITY EASEMENT
R	RADIUS OF CURVE
RR	RAILROAD
ROW	RIGHT-OF-WAY
R/W	RIGHT-OF-WAY
SSMH	SEWER MANHOLE
SD	STORM DRAIN
SF	SQUARE FEET
TBC	TOP BACK OF CURB
TMH	TELEPHONE MANHOLE
TOA	TOP OF ASPHALT
TOC	TOP OF CONCRETE
TOF	TOP OF FOOTING
TOE	TOE OF SLOPE
TOG	TOP OF GRATE
TOP	TOP OF SLOPE
TOW	TOP OF WALL
TR	TELEPHONE RISER
UGP	UNDERGROUND POWER
VPC	VERTICAL POINT OF CURVATURE
VPI	VERTICAL POINT OF INTERSECTION
VPT	VERTICAL POINT OF TANGENCY
WM	WATER METER
WV	WATER VALVE

CONSTRUCTION NOTES

RESPONSIBLE DISTRICTS OR AGENCIES AND APPLICABLE STANDARDS
CITY - MURRAY CITY
WATER UTILITY COMPANY - MURRAY CITY WATER
SEWER - MURRAY CITY SEWER
STORM DRAIN/GROUNDWATER - MURRAY CITY STORM WATER
ELECTRICAL - MURRAY CITY POWER
TELEPHONE - TELECOM
NATURAL GAS - DOMINION ENERGY

APPLICABLE STANDARDS: APWA 2017 STANDARDS

Blue Stakes of UTAH811
Bluestakes.org

NOTE:

IN THE EVENT THAT THE CONSTRUCTION NOTES CONFLICT WITH RESPONSIBLE DISTRICT OR AGENCY STANDARDS NOTES AND SPECIFICATIONS, THE DISTRICT OR AGENCY STANDARD NOTES AND SPECIFICATIONS GOVERN.

CAUTION NOTICE TO CONTRACTORS

THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR ELEVATION OF EXISTING UTILITIES AS SHOWN ON THESE PLANS ARE BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIES AND, WHERE POSSIBLE, MEASUREMENTS TAKEN IN THE FIELD. THE INFORMATION IS NOT TO BE RELIED ON AS BEING EXACT OR COMPLETE. THE CONTRACTOR MUST CALL THE APPROPRIATE UTILITY COMPANY AT LEAST 48 HOURS BEFORE ANY EXCAVATION TO REQUEST EXACT FIELD LOCATION OF UTILITIES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL EXISTING UTILITIES WHICH CONFLICT WITH THE PROPOSED IMPROVEMENTS SHOWN ON THE PLANS.

THE CONTRACTOR AGREES THAT HE SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY: THAT THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO THE NORMAL WORKING HOURS; AND THE CONTRACTOR SHALL DEFEND, INDEMNIFY, AN HOLD THE OWNER AND THE ENGINEER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING FOR LIABILITY ARISING FROM SOLE NEGLIGENCE OF THE OWNER OR THE ENGINEER.

GENERAL

1. ALL MATERIALS AND CONSTRUCTION IN THE PUBLIC RIGHT OF WAY SHALL BE IN ACCORDANCE WITH RESPONSIBLE DISTRICT OR AGENCY.

2. CONTRACTOR AND APPLICABLE SUBCONTRACTORS SHALL ATTEND ALL PRE-CONSTRUCTION CONFERENCES AND PERIODIC PROGRESS MEETINGS. PRIOR TO ANY WORK BEING PERFORMED, THE CONTRACTOR SHALL CONTACT RESPONSIBLE DISTRICT OR AGENCY FOR A PRE-CONSTRUCTION CONFERENCE. CONTRACTOR SHALL ALSO NOTIFY THE APPROPRIATE PROJECT CONTACTS (48) HOURS IN ADVANCE OF SAID MEETING.

3. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL PUBLIC SAFETY AND OSHA STANDARDS.

4. THE CONTRACTOR SHALL FAMILIARIZE HIM/HER SELF WITH THE PLANS, THE GEOLOGY REPORTS AND THE SITE CONDITIONS PRIOR TO COMMENCING WORK. CONTRACTOR SHALL INSPECT THE SITE OF WORK PRIOR TO BIDDING TO SATISFY THEMSELVES BY PERSONAL EXAMINATION OR BY SUCH OTHER MEANS AS THEY MAY PREFER, OF THE LOCATION OF THE PROPOSED WORK, AND OF THE ACTUAL CONDITIONS OF AND AT THE SITE OF WORK.

CONDITIONS WHICH APPEAR TO THEM TO BE IN CONFLICT WITH THE LETTER OR SPIRIT OF THE PROJECT PLANS AND SPECIFICATIONS, THEY SHALL CONTACT THE ENGINEER FOR ADDITIONAL INFORMATION AND EXPLANATION BEFORE SUBMITTING THEIR BID.

SUBMISSION OF A BID BY THE CONTRACTOR SHALL CONSTITUTE ACKNOWLEDGMENT THAT, IF AWARDED THE CONTRACT, THEY HAVE RELIED AND ARE RELYING ON THEIR OWN EXAMINATION OF (1) THE SITE OF THE WORK, (2) ACCESS TO THE SITE, AND (3) ALL OTHER DATA AND MATTERS REQUISITE TO THE FULFILLMENT OF THE WORK AND ON THEIR OWN KNOWLEDGE OF EXISTING FACILITIES ON AND IN THE VICINITY OF THE SITE OF THE WORK TO BE CONSTRUCTED UNDER THIS CONTRACT.

THE INFORMATION PROVIDED BY THE OWNER OR THE ENGINEER IS NOT INTENDED TO BE A SUBSTITUTE FOR, OR A SUPPLEMENT TO, THE INDEPENDENT VERIFICATION BY THE CONTRACTOR TO THE EXTENT SUCH INDEPENDENT INVESTIGATION OF SITE CONDITIONS IS DEEMED NECESSARY OR DESIRABLE BY THE CONTRACTOR. CONTRACTOR SHALL ACKNOWLEDGE THAT THEY HAVE NOT RELIED SOLELY UPON OWNER OR ENGINEER FURNISHED INFORMATION REGARDING SITE CONDITIONS IN PREPARING AND SUBMITTING THEIR BID.

5. ALL WORK SHALL COMPLY WITH THE AMERICAN PUBLIC WORKS ASSOCIATION UTAH CHAPTER (APWA) MANUAL OF STANDARD SPECIFICATIONS 2017 EDITION AND THE MANUAL OF STANDARD PLANS 2017 EDITION. SAID STANDARD SPECIFICATIONS AND PLANS SHALL BE SUBSIDIARY TO MORE STRINGENT REQUIREMENTS BY APPLICABLE LOCAL JURISDICTION.

6. THE CONTRACTOR SHALL BE SKILLED AND REGULARLY ENGAGED IN THE GENERAL CLASS AND TYPE OF WORK CALLED FOR IN THE PROJECT PLANS AND SPECIFICATIONS. THEREFORE, THE OWNER IS RELYING UPON THE EXPERIENCE AND EXPERTISE OF THE CONTRACTOR, IT SHALL BE EXPECTED THAT THE PRICES PROVIDED WITHIN THE CONTRACT DOCUMENTS SHALL INCLUDE ALL LABOR AND MATERIALS NECESSARY AND PROPER FOR THE WORK CONTEMPLATED AND THAT THE WORK BE COMPLETED IN ACCORDANCE WITH THEIR TRUE INTENT AND PURPOSE.

THE CONTRACTOR SHALL BE COMPETENT, KNOWLEDGEABLE AND HAVE SPECIAL SKILLS ON THE NATURE, EXTENT AND INHERENT CONDITIONS OF THE WORK TO BE PERFORMED. CONTRACTOR SHALL ALSO ACKNOWLEDGE THAT THERE ARE CERTAIN REGULAR AND INHERENT CONDITIONS EXISTENT IN THE CONSTRUCTION OF THE PARTICULAR FACILITIES WHICH MAY CREATE, DURING THE CONSTRUCTION PROGRAM, UNUSUAL OR PECULIAR UNSAFE CONDITIONS HAZARDOUS TO PERSONS, PROPERTY AND THE ENVIRONMENT. CONTRACTOR SHALL BE AWARE OF SUCH PECULIAR RISKS AND HAVE THE SKILL AND EXPERIENCE TO FORESEE AND TO ADOPT PROTECTIVE MEASURES TO ADEQUATELY AND SAFELY PERFORM THE CONSTRUCTION WORK WITH RESPECT TO SUCH HAZARDS.

7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL PERMITS AND LICENSES REQUIRED FOR THE CONSTRUCTION AND COMPLETION OF THE PROJECT, AND SHALL PERFORM ALL WORK IN ACCORDANCE WITH THE REQUIREMENTS AND CONDITIONS OF ALL PERMITS AND APPROVALS APPLICABLE TO THIS PROJECT. THE CONTRACTOR SHALL ENSURE THAT THE NECESSARY RIGHT-OF-WAY, EASEMENTS, AND/OR PERMITS ARE SECURED PRIOR TO CONSTRUCTION. CONTRACTOR SHALL OBTAIN APPROPRIATE PERMITS WHERE APPLICABLE FOR ANY WORK DONE WITHIN RIGHT-OF-WAY OR EASEMENTS FROM THE CITY AND/OR UDOT. CONTRACTOR SHALL NOTIFY CITY, COUNTY, AND/OR STATE, 24 HOURS IN ADVANCE OF COMMUNICATING THE WORK, OR AS REQUIRED BY SAID PERMITS.

8. CONCRETE PLACEMENTS SHALL BE CONTINUOUS BETWEEN CONSTRUCTION JOINTS. CONTRACTION JOINTS SHALL BE PLACED FOR SLAB-ON-GRADE SUCH THAT THE MAXIMUM DISTANCE BETWEEN JOINTS IS 20 FEET IN EITHER DIRECTION FOR LIGHT DUTY TRAFFIC AND 12 FEET IN EITHER DIRECTION FOR HEAVY DUTY TRAFFIC.

9. IT IS INTENDED THAT THESE PLANS AND SPECIFICATIONS REQUIRE ALL LABOR AND MATERIALS NECESSARY AND PROPER FOR THE WORK CONTEMPLATED AND THAT THE WORK BE COMPLETED IN ACCORDANCE WITH THEIR TRUE INTENT AND PURPOSE. THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY REGARDING ANY DISCREPANCIES OR AMBIGUITIES WHICH MAY EXIST IN THE PLANS OR SPECIFICATIONS. THE ENGINEER'S INTERPRETATION THEREOF SHALL BE CONCLUSIVE. THE CONTRACTOR SHALL BE HELD RESPONSIBLE FOR ANY FIELD CHANGES MADE WITHOUT PRIOR WRITTEN AUTHORIZATION FROM THE OWNER AND/OR ENGINEER.

10. ALL WORK OUTSIDE THE SCOPE OF THESE PLANS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE RESPONSIBLE DESIGN. THESE PLANS DO NOT REPLACE ANY STRUCTURAL, ARCHITECTURAL, OR MECHANICAL PLANS. SHOULD A DISCREPANCY ARISE BETWEEN THESE PLANS AND ANOTHER PLAN SET, THE CONTRACTOR SHALL BE RESPONSIBLE TO CONTACT BOTH PARTIES TO DETERMINE WHAT SHOULD BE CONSTRUCTED.

11. ALL STAIRS AND RAILINGS ARE DESIGNED BY OTHERS AND MUST COMPLY WITH THE ADA STANDARDS FOR ACCESSIBLE DESIGN. SAID STANDARD SPECIFICATIONS AND PLANS SHALL BE SUBSIDIARY TO MORE STRINGENT REQUIREMENTS BY APPLICABLE LOCAL JURISDICTION.

12. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ADEQUATELY SCHEDULING INSPECTION AND TESTING OF ALL FACILITIES CONSTRUCTED UNDER THIS CONTRACT. ALL TESTING SHALL CONFORM TO THE REGULATORY AGENCY'S STANDARD SPECIFICATIONS. ALL TESTING AND INSPECTION SHALL BE PAID FOR BY THE OWNER; ALL RE-TESTING AND/OR REINSPECTION SHALL BE PAID FOR BY THE CONTRACTOR.

13. IF EXISTING IMPROVEMENTS NEED TO BE DISTURBED AND/OR REMOVED FOR THE PROPER PLACEMENT OF IMPROVEMENTS TO BE CONSTRUCTED BY THESE PLANS, THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING EXISTING IMPROVEMENTS FROM DAMAGE. COST OF REPLACING OR REPAIRING EXISTING IMPROVEMENTS SHALL BE INCLUDED IN THE UNIT PRICE BID FOR ITEMS REQUIRING REMOVAL AND/OR REPLACEMENT OF EXISTING IMPROVEMENTS AND ANYTHING THAT HAS ALREADY BEEN CONSTRUCTED. THERE WILL BE NO EXTRA COST DUE THE CONTRACTOR FOR REPLACING OR REPAIRING EXISTING IMPROVEMENTS. WHENEVER EXISTING FACILITIES ARE REMOVED, DAMAGED, BROKEN, OR CUT IN THE INSTALLATION OF THE WORK COVERED BY THESE PLANS OR SPECIFICATIONS, SAID FACILITIES SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE, AFTER PROPER BACKFILLING AND/OR CONSTRUCTION, WITH MATERIALS EQUAL TO OR BETTER THAN THE MATERIALS USED IN THE ORIGINAL EXISTING FACILITIES. THE FINISHED PRODUCT SHALL BE SUBJECT TO THE APPROVAL OF THE OWNER, THE ENGINEER, AND THE RESPECTIVE REGULATORY AGENCY.

14. THE CONTRACTOR SHALL MAINTAIN A NEATLY MARKED SET OF FULL-SIZE AS-BUILT RECORD DRAWINGS SHOWING THE FINAL LOCATION AND LAYOUT OF ALL MECHANICAL; ELECTRICAL AND INSTRUMENTATION EQUIPMENT; PIPING AND CONDUITS; STRUCTURES AND OTHER FACILITIES. THE AS-BUILTS OF THE ELECTRICAL SYSTEM SHALL INCLUDE THE STREET LIGHT LAYOUT PLAN SHOWING LOCATION OF LIGHTS, CONDUITS, CONDUCTORS, POINTS OF CONNECTIONS TO SERVICES, PULLBOXES, AND WIRE SIZES. AS-BUILT RECORD DRAWINGS SHALL REFLECT CHANGE ORDERS, ACCOMMODATIONS, AND ADJUSTMENTS TO ALL IMPROVEMENTS CONSTRUCTED. WHERE NECESSARY, SUPPLEMENTAL DRAWINGS SHALL BE PREPARED AND SUBMITTED BY THE CONTRACTOR.

15. PRIOR TO ACCEPTANCE OF THE PROJECT, THE CONTRACTOR SHALL DELIVER TO ENGINEER. ONE SET OF NEATLY MARKED AS-BUILT RECORD DRAWINGS SHOWING THE INFORMATION REQUIRED ABOVE. AS-BUILT RECORD DRAWINGS SHALL BE REVIEWED AND THE COMPLETE AS-BUILT RECORD DRAWING SET SHALL BE CURRENT WITH ALL CHANGES AND DEVIATION REDLINES AS A PRECONDITION TO THE FINAL PROGRESS PAYMENT APPROVAL AND/OR FINAL ACCEPTANCE.

UTILITIES

16. CONTRACTOR TO SPACE UTILITIES TO PROVIDE MINIMUM DISTANCES AS REQUIRED BY LOCAL, COUNTY, STATE, AND INDIVIDUAL UTILITY CODES.

17. ALL UTILITES INSTALLED IN ACCORDANCE WITH THE RESPONSIBLE DISTRICTS OR AGENCIES STANDARDS AND SPECIFICATIONS.

18. COORDINATE ALL SERVICE LATERAL AND BUILDING CONNECTIONS WITH CORRESPONDING ARCHITECTURAL, MECHANICAL OR ELECTRICAL DRAWING FOR LOCATION AND ELEVATION. NOTIFY ENGINEER IMMEDIATELY IF ANY DISCREPANCIES ARE ENCOUNTERED.

19. ALL STORM DRAIN MANHOLES AND CATCH BASINS ARE TO BE PRECAST CONCRETE FROM APPROVED LOCAL MANUFACTURER UNLESS OTHERWISE NOTED. AND COMPLY WITH CITY/COUNTY STANDARD

20. ALL STORM WATER CONVEYANCE PIPING TO BE RCP - CLASS 3 OR ADS HDPE PIPE OR EQUAL UNLESS OTHERWISE NOTED.

21. ALL ELECTRICAL CONDUITS/LINES TO BE PVC SCH 40 OR BETTER.

22. ALL GAS LINES TO BE HDPE WITH COPPER TRACER WIRE AND DETECTA TAPE. TERMINATE TRACER WIRE AT APPROVED LOCATIONS.

23. ALL GAS LINE TAPS, VALVES AND CAPS TO BE FUSED USING ELECTRO - FUSION TECHNOLOGY.

24. ALL PHONE AND TV CONDUITS TO BE PVC SCH 40 OR BETTER.

25. NO GROUNDWATER OR DEBRIS TO BE ALLOWED TO ENTER THE NEW PIPE DURING CONSTRUCTION. THE OPEN END OF ALL PIPES IS TO BE COVERED AND EFFECTIVELY SEALED AT THE END OF EACH DAYS WORK.

26. THE CONTRACTOR SHALL PROVIDE ALL SHORING, BRACING, SLOPING OR OTHER PROVISIONS NECESSARY TO PROTECT WORKMEN FOR ALL AREAS TO BE EXCAVATED TO A DEPTH OF 4' OR MORE AND SHALL COMPLY WITH INDUSTRIAL COMMISSION OF UTAH SAFETY ORDERS SECTION 68 - EXCAVATIONS, AND SECTION 69 - TRENCHES, ALONG WITH ANY LOCAL CODES OR ORDINANCES.

27. PRIOR TO OPENING AN EXCAVATION, EFFORT SHALL BE MADE TO DETERMINE WHETHER UNDERGROUND INSTALLATIONS; I.E. SEWER, WATER, FUEL, ELECTRIC LINES, ETC., WILL BE ENCOUNTERED AND IF SO, WHERE SUCH UNDERGROUND INSTALLATIONS ARE LOCATED. WHEN THE EXCAVATION APPROACHES THE APPROXIMATE LOCATION OF SUCH AN INSTALLATION, THE EXACT LOCATION SHALL BE DETERMINED BY CAREFUL PROBING OR HAND DIGGING; AND, WHEN IT IS UNCOVERED, ADEQUATE PROTECTION SHALL BE PROVIDED FOR THE EXISTING INSTALLATION. ALL KNOWN OWNERS OF UNDERGROUND FACILITIES IN THE AREA CONCERNED SHALL BE ADVISED OF PROPOSED WORK AT LEAST 48 HOURS PRIOR TO THE START OF ACTUAL EXCAVATION.

28. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO INSTALL PIPE OF ADEQUATE CLASSIFICATION WITH SUFFICIENT BEDDING TO MEET ALL REQUIREMENTS AND RECOMMENDATIONS FOR H-20 LOAD REQUIREMENTS.

29. ACTUAL CONNECTIONS TO EXISTING WATER LINES WILL NOT BE PERMITTED PRIOR TO THE COMPLETION OF STERILIZATION AND TESTING OF NEW WATER MAINS. ALL EXISTING WATER VALVES TO BE OPERATED UNDER THE DIRECTION OF THE CITY/COUNTY PUBLIC WORKS DEPARTMENT PERSONNEL ONLY.

30. ALL UNDERGROUND UTILITIES SHALL BE IN PLACE INSPECTED, TESTED, AND APPROVED BY AUTHORITIES HAVING JURISDICTION PRIOR TO INSTALLATION OF CURB, GUTTER, SIDEWALK, AND STREET PAVING.

31. CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATION WITH UTILITY COMPANIES FOR THE INSTALLATION OF ALL NEW AND THE REMOVAL, RELOCATION, AND/OR BURIAL OF ALL EXISTING DRY UTILITIES INCLUDING BUT NOT LIMITED TO POWER, GAS, AND COMMUNICATION LINES. IF THERE IS A CONFLICT WITH AN EXISTING DRY UTILITY THE CONTRACTOR SHALL COORDINATE THE REMOVAL OR RELOCATION OF THE EXISTING UTILITY WITH THE RESPONSIBLE DISTRICT OR AGENCY. ALL WORK FOR DRY UTILITIES SHALL BE COORDINATED WITH AND COMPLETED TO THE STANDARDS AND REQUIREMENTS OF THE RESPONSIBLE DISTRICT OR AGENCY.

SEWER

32. ALL SEWER LINE TO BE FLUSHED, PRESSURE TESTED TO 5 PSI VIDEO INSPECTED AND OTHERWISE TESTED IN ACCORDANCE WITH DISTRICT STANDARDS PRIOR TO PLACING IN SERVICE.

33. ALL SEWER PIPES ARE TO BE SDR-35 PVC PIPE.

34. SEWER MANHOLES, LATERALS AND CLEANOUTS TO BE INSTALLED PER RESPONSIBLE DISTRICT OR AGENCY STANDARDS. THE UNIT COST OF THE SEWER LATERAL INCLUDES CONNECTION TO THE SEWER MAIN. THE CLEANOUT RISER FOR EACH SERVICE SHALL BE INSTALLED BY THE CONTRACTOR.

35. SEWER CLEANOUTS MUST BE INSTALLED AT A MINIMUM OF EVERY 50 L.F. FOR 4 INCH Ø LATERALS AND EVERY 100 L.F. FOR 6 INCH Ø LATERALS, OR PER THE RESPONSIBLE DISTRICT OR AGENCY STANDARDS, WHICHEVER IS MORE FREQUENT.

36. A SEWER CLEANOUT MUST BE INSTALLED 5 L.F. TO 10 L.F. FROM ANY PROPOSED STRUCTURE, OR PER THE RESPONSIBLE DISTRICT OR AGENCY STANDARDS.

37. ALL SEWER LATERAL BENDS AND ANGLES TO BE INSTALLED AS SWEEPING BENDS WITH SEWER CLEANOUTS.

38. DURING CONSTRUCTION OF THE SEWERLINE, WYES NEED TO BE INSTALLED FOR THE LATERALS. LATERALS ARE 4" AND NEED TO COME IN AT THE TOP OF THE PIPE WITH A WYE. (SEE RESPONSIBLE DISTRICT OR AGENCY STANDARDS)

39. IT IS THE INTENT ON THESE PLANS THAT ALL SEWER PIPES SHALL SLOPE TO AN EXISTING SEWER CONNECTION VIA GRAVITY FLOW. CONTRACTOR TO START AT THE LOW END OF GRAVITY UTILITY LINES AND VERIFY THAT ALL INVERT ELEVATIONS PROVE SLOPE TO EXISTING CONNECTION VIA GRAVITY. SLOPES MUST MEET OR EXCEED THE SEWER DISTRICTS MINIMUM STANDARDS. NOTIFY ENGINEER IF THERE ARE DISCREPANCIES THAT WOULD CAUSE THE SEWER UTILITY NOT TO DRAIN VIA GRAVITY ON THE SITE.

WATER

40. WATERLINES TO BE PVC C-900. WATER LINES SHALL BE A MINIMUM OF 10' HORIZONTALLY FROM SEWER MAINS. CROSSINGS SHALL MEET STATE HEALTH STANDARDS. (MECHANICAL JOINTS REQUIRED WHEN LESS THAN 18" VERTICAL OR TEN FEET HORIZONTAL SEPARATION FROM SEWERLINE

41. ALL WATERLINES SHALL BE 8" MINIMUM SIZE AND SERVICE LATERALS SHALL BE 1-1/2" MINIMUM UNLESS OTHERWISE NOTED.

42. WATER SERVICE LATERALS TO INCLUDE ALL BRASS SADDLE; CORP. STOP LATERAL, DOUBLE CHECK VALVE AND BACKFLOW PREVENTION DEVICE, AND SHUTOFF VALVE IN BOX NEAR BUILDING EDGE.

43. ALL WATERLINES SHALL BE 48" BELOW FINISH GROUND TO TOP OF PIPE. ALL VALVE BOXES AND MANHOLES SHALL BE RAISED OR LOWERED TO FINISH GRADE AND SHALL INCLUDE A CONCRETE COLLAR IN PAVED AREAS. ALL WATER LINES SHALL BE LOOPED AROUND GRAVITY LINES OR ROPED PER RESPONSIBLE DISTRICT OR AGENCY INSPECTOR.

44. CONTRACTOR TO NOTIFY RESPONSIBLE DISTRICT OR AGENCY FOR CHLORINE TEST PRIOR TO FLUSHING LINES, CHLORINE LEFT IN PIPE 24 HRS. MINIMUM WITH 25 PPM RESIDUAL. ALL TURNING OF MAINLINE VALVES, CHLORINATION, FLUSHING, PRESSURE TESTING, BACTERIA TESTING, ETC. TO BE COORDINATED WITH RESPONSIBLE DISTRICT OR AGENCY. ALL TESTS TO BE IN ACCORDANCE WITH RESPONSIBLE DISTRICT OR AGENCY.

45. BOTTOM FLANGE OF FIRE HYDRANTS TO BE SET TO APPROXIMATELY 4 INCHES ABOVE BACK OF CURB ELEVATION. HYDRANTS TO INCLUDE TEE, 6" LINE VALVE, AND HYDRANT COMPLETE TO MEET RESPONSIBLE DISTRICT OR AGENCY STANDARDS, UNLESS OTHERWISE NOTED ON PLANS.

EXISTING UTILITIES

46. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL UTILITIES SHOWN OR NOT SHOWN. THE INFORMATION SHOWN ON THE PLANS WITH REGARDS TO THE EXISTING UTILITIES AND/OR IMPROVEMENTS WAS DERIVED FROM FIELD INVESTIGATION AND/OR RECORD INFORMATION. NO REPRESENTATION IS MADE AS TO THE ACCURACY OR COMPLETENESS OF SAID UTILITY INFORMATION. THE CONTRACTOR SHALL TAKE DUE PRECAUTIONARY MEASURES TO PROTECT THE FACILITIES SHOWN AND ANY OTHER FACILITIES NOT OF RECORD OR NOT SHOWN ON THESE PLANS. PRIOR TO CONSTRUCTION OR FABRICATION, IT SHALL BE THE CONTRACTOR'S SOLE RESPONSIBILITY TO VERIFY ALL EXISTING IMPROVEMENT AND TO EXPOSE ALL EXISTING UNDERGROUND UTILITIES RELATED TO THE PROJECT, INCLUDING BUT NOT LIMITED TO, SEWER, STORM DRAIN, WATER IRRIGATION, GAS, ELECTRICAL, ETC. AND SHALL NOTIFY THE ENGINEER IN WRITING FORTY-EIGHT (48) HOURS IN ADVANCE OF EXPOSING THE UTILITIES SO, THAT THE EXACT LOCATION, ELEVATION, MATERIAL, ETC. CAN BE VERIFIED AND DOCUMENTED. THE COST ASSOCIATED TO PERFORM THIS WORK SHALL BE INCLUDED IN EITHER THE LUMP SUMP CLEARING COST OR IN THE VARIOUS ITEMS OF WORK. IF LOCATION AND/OR ELEVATION DIFFERS FROM THAT SHOWN ON THE DESIGN PLANS, PROVISIONS TO ACCOMMODATE NEW LOCATION BE MADE PRIOR TO CONSTRUCTION.

47. PRIOR TO COMMENCING ANY WORK, IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO HAVE EACH UTILITY COMPANY LOCATE, IN THE FIELD, THEIR MAIN AND SERVICE LINES. THE CONTRACTOR SHALL NOTIFY BLUE STAKES 48 HOURS IN ADVANCE OF PERFORMING ANY EXCAVATION WORK THE CONTRACTOR SHALL RECORD THE BLUE STAKES ORDER NUMBER AND FURNISH ORDER NUMBER TO OWNER AND ENGINEER PRIOR TO ANY EXCAVATION. IT WILL BE THE CONTRACTORS SOLE RESPONSIBILITY TO DIRECTLY CONTACT ANY OTHER UTILITY COMPANIES THAT ARE NOT MEMBERS OF BLUE STAKES. IT SHALL BE THE CONTRACTOR'S SOLE RESPONSIBILITY TO PROTECT ALL EXISTING UTILITIES SO THAT NO DAMAGE RESULTS TO THEM DURING THE PERFORMANCE OF THIS CONTRACT. ANY REPAIRS NECESSARY TO DAMAGED UTILITIES SHALL BE PAID FOR BY THE CONTRACTORS AND UTILITY COMPANIES INSTALLING NEW STRUCTURES, UTILITIES AND SERVICE TO THE PROJECT.

48. ALL MANHOLE RIMS, LAMPHOLES, VALVE BOX COVERS, MONUMENT BOXES AND CATCH BASIN GRATES ARE TO BE ADJUSTED TO FIT THE FINISHED GRADE AFTER PAVING, UNLESS OTHERWISE NOTED. COST FOR THIS WORK SHALL BE INCLUDED IN THE UNIT PRICES FOR SAID FACILITIES.

49. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO ASSURE THAT ALL PIPES, WALLS, ETC. ARE ADEQUATELY BRACED DURING CONSTRUCTION.

CLEARING AND GRADING

50. CONTRACTOR SHALL PERFORM EARTHWORK IN ACCORDANCE WITH APWA 2017 STANDARD DRAWINGS AND STANDARD SPECIFICATIONS AND THE RECOMMENDED EARTHWORK SPECIFICATION FOUND IN THE PROFESSIONALLY PREPARED REPORT OF GEOTECHNICAL INVESTIGATION.

51. THE CONTRACTOR SHALL REMOVE ALL VEGETATION AND DELETERIOUS MATERIALS FROM THE SITE UNLESS NOTED OTHERWISE; ALL EXISTING WELLS AND SEPTIC TANKS SHALL BE REMOVED AND/OR ABANDONED PER THE REQUIREMENTS OF ALL LOCAL, STATE AND FEDERAL REGULATIONS. THE COST TO PERFORM THIS WORK SHALL BE INCLUDED IN THE LUMP SUM CLEARING COST.

52. SUBSOIL INVESTIGATIONS MUST BE CONDUCTED AT THE SITE OF THE WORK. ALL FOOTING, FOUNDATION OR STRUCTURAL WALL CONSTRUCTION MUST ADHERE TO THE RECOMMENDATIONS DETAILED BY THE PROFESSIONAL REPORT OF THESE INVESTIGATIONS, CREATED BY A LICENSED GEOTECHNICAL ENGINEER.

53. SOIL INVESTIGATIONS MUST BE CONDUCTED BY A LICENSED GEOTECHNICAL ENGINEER FOR DESIGN PURPOSES ONLY, AND THE DATA SHOWN IN THE REPORTS ARE FOR SUBSURFACE CONDITIONS FOUND AT THE TIME OF THE INVESTIGATION. THE OWNER AND ENGINEER DISCLAIM RESPONSIBILITY FOR THE INTERPRETATION BY THE CONTRACTOR OF DATA, SUCH PROJECTION OR EXTRAPOLATION, FROM THE TEST HOLES TO OTHER LOCATIONS ON THE SITE OF THE WORK, SOIL BEARING VALUES AND PROFILES, SOIL STABILITY AND THE PRESENCE, LEVEL AND EXTENT OF UNDERGROUND WATER FOR SUBSURFACE CONDITIONS DURING CONSTRUCTION OPERATIONS.

54. ALL PROPOSED ELEVATIONS SHOWN ON THE GRADING PLAN ARE TO FINISHED SURFACE, THE CONTRACTOR IS RESPONSIBLE TO DEDUCT THE THICKNESS OF THE PAVEMENT STRUCTURAL SECTION FOR TOP OF SUB GRADE ELEVATIONS.

55. IF AT ANY TIME DURING CONSTRUCTION ANY UNFAVORABLE GEOLOGICAL CONDITIONS ARE ENCOUNTERED, WORK IN THAT AREA WILL STOP UNTIL APPROVED CORRECTIVE MEASURES ARE OBTAINED FROM THE ENGINEER.

56. UNSUITABLE MATERIAL, SUCH AS TOP SOIL, WEATHERED BED ROCK, ETC., SHALL BE REMOVED AS REQUIRED BY THE SOILS ENGINEER (AND/OR ENGINEERING GEOLOGIST, WHERE EMPLOYED) FROM ALL AREAS TO RECEIVE COMPACTED FILL OR DRAINAGE STRUCTURES.

57. NO TREES SHALL BE REMOVED OR DAMAGED WITHOUT SPECIFIC WRITTEN AUTHORIZATION FROM PROPERTY OWNER.

58. THE EXISTING TOPOGRAPHY ON THESE PLANS IS BASED ON A TOPOGRAPHIC SURVEY PERFORMED BY BENCHMARK ENGINEERING AND LAND SURVEYING ON JANUARY, 23 2023 AND MAY HAVE BEEN MODIFIED SINCE THIS SURVEY WAS PERFORMED.

59. FILLS IN EXCESS OF 4 FEET IN THICKNESS AND BENEATH ALL FOUNDATIONS OR PAVEMENT SECTIONS SHALL BE COMPACTED TO 95 PERCENT OF THE MAXIMUM DRY DENSITY AS DETERMINED BY THE ASTM D-1557 COMPACTION CRITERIA. ALL OTHER STRUCTURAL FILL LESS THAN 4 FEET IN THICKNESS SHOULD BE COMPACTED TO AT LEAST 90 PERCENT OF THE ABOVE CRITERIA. REFERENCE THE GEOTECHNCIAL REPORT.

60. COMPACTION TESTING WILL BE ACCOMPLISHED BY THE CONTRACTOR, OR THE CONTRACTOR WILL HAVE SUCH TESTING ACCOMPLISHED BY A SEPARATE CONTRACTOR. TEST RESULTS WILL BE SUBMITTED FOR REVIEW WITHIN 24 HOURS AFTER TEST.

61. CONTRACTOR TO SUBMIT PROCTOR AND/OR MARSHALL TEST DATA 24 HOURS PRIOR TO COMPACTION TESTS.

62. STRAIGHT GRADE SHALL BE MAINTAINED BETWEEN CONTOUR LINES AND SPOT ELEVATIONS UNLESS OTHERWISE SHOWN ON PLANS.

63. CUT AND FILL SLOPES SHALL BE NO STEEPER THAN 2 HORIZONTAL TO 1 VERTICAL. ALL SLOPES IN ADJOINING STREETS, DRAINAGE CHANNELS, OR OTHER FACILITIES SHALL BE GRADED NO STEEPER THAN 2 TO 1 FOR CUT AND FILL.

64. GRADES WITHIN ASPHALT PARKING AREAS SHALL BE CONSTRUCTED TO WITHIN 0.10 FEET OF THE DESIGN GRADE. HOWEVER, THE CONTRACTOR SHALL MAINTAIN POSITIVE DRAINAGE IN ALL PAVEMENT AREAS AND ALONG ALL CURBS. ALL CURBS SHALL BE BUILT IN ACCORDANCE TO THE PLAN. CURBS AND PAVEMENT AREAS WHICH ARE NOT INSTALLED PER PLAN MUST BE REMOVED AND REPLACED AT THE CONTRACTORS EXPENSE.

65. THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING HIS OWN ESTIMATE OF EARTHWORK QUANTITIES.

66. WHERE NEW CURB AND GUTTER IS BEING CONSTRUCTED ADJACENT TO EXISTING ASPHALT OR CONCRETE PAVEMENT, THE FOLLOWING SHALL APPLY: PRIOR TO PLACEMENT OF ANY CONCRETE THE CONTRACTOR SHALL HAVE A LICENSE SURVEYOR VERIFY THE ELEVATION AND LOCATION OF THE EXISTING HARDSCAPE TIE-INS AS WELL AS THE CROSS SLOPE TO THE CURB AND GUTTER FORMS, PRIOR TO PLACEMENT OF ANY CONCRETE THE CONTRACTOR SHALL HAVE A LICENSE SURVEYOR VERIFY THE GRADE AND CROSS SLOPE OF THE CURB AND GUTTER FORMS, THE CONTRACTOR SHALL SUBMIT THE SLOPE AND GRADES TO THE ENGINEER FOR APPROVAL PRIOR TO PLACEMENT OF CONCRETE. THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY OF ANY SECTION WHICH DOES NOT CONFORM TO THE DESIGN OR TYPICAL CROSS SECTION. THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR CURB AND GUTTER POURS WITHOUT THE APPROVAL OF THE ENGINEER.

67. SITE WORK SHALL MEET OR EXCEED OWNER'S SITE SPECIFICATIONS.

68. ALL SITE CONCRETE OR CONCRETE ELEMENT NOT SPECIFICALLY SHOWN AND DETAILED ON STRUCTURAL DRAWINGS TO HAVE A MINIMUM OF 28 DAY COMPRESSION STRENGTH OF 4000 PSI.

69. APPROVED PROTECTIVE MEASURES AND TEMPORARY DRAINAGE PROVISIONS MUST BE USED TO PROTECT ADJOINING PROPERTIES DURING THE GRADING PROJECT.

70. ALL DESIGN SLOPES AND TIE-IN SLOPES SHALL CONFORM TO THE FOLLOWING LIMITATIONS. CONTRACTOR SHALL NOTIFY CIVIL ENGINEER FOR REDESIGN IF ANY AREAS EXCEED THE FOLLOWING SLOPES PRIOR TO FORMING, POURING OR PAVING ANY HARDSCAPE.
70.1. LANDSCAPING SHALL SLOPE AT A MINIMUM OF 2% AND MAXIMUM OF 33% IN ANY DIRECTION
70.2. ASPHALT SHALL SLOPE AT A MINIMUM OF 1.5% AND MAXIMUM OF 5% IN ANY DIRECTION, SEE 68.6
70.3. CONCRETE FLATWORK SHALL SLOPE AT A MINIMUM OF 1% AND MAXIMUM OF 5% IN ANY DIRECTION, SEE 68.6
70.4. CURB AND GUTTER SHALL SLOPE AT A MINIMUM OF 0.5% AND MAXIMUM OF 5% IN THE LONGITUDINAL DIRECTION
70.5. ROADWAY CROSS SLOPES SHALL BE BETWEEN 2% AND 4% OR WITHIN THE RESPONSIBLE DISTRICT OR AGENCY'S LIMITS
70.6. FINISHED GRADE SHALL SLOPE AWAY FROM ALL BUILDINGS FOR A MINIMUM OF 10 FEET WITH THE FOLLOWING SLOPES: LANDSCAPING AT A MINIMUM OF 5%, AND IMPERVIOUS SURFACES AT A MINIMUM OF 2%
70.7. ALL ADA COMPONENTS SHALL MEET CURRENT ADA AND APWA SLOPE REQUIREMENTS

DEWATERING

71. THE CONTRACTOR SHALL FURNISH, INSTALL, OPERATE AND MAINTAIN ALL MACHINERY, APPLIANCES AND EQUIPMENT TO MAINTAIN ALL EXCAVATIONS FREE FROM WATER DURING CONSTRUCTION. THE CONTRACTOR SHALL DISPOSE OF THE WATER SO AS NOT TO CAUSE DAMAGE TO PUBLIC OR PRIVATE PROPERTY, OR TO CAUSE A NUISANCE OR MENACE TO THE PUBLIC OR VIOLATE THE LAW. THE DEWATERING SYSTEM SHALL BE INSTALLED AND OPERATED SO THAT THE GROUND LEVEL OUTSIDE THE EXCAVATION IS NOT REDUCED TO THE EXTENT WHICH WOULD CAUSE DAMAGE OR ENDANGER ADJACENT STRUCTURES OR PROPERTY. ALL COST FOR DEWATERING SHALL BE INCLUDED IN THE UNIT PRICE BID FOR ALL PIPE CONSTRUCTION. THE STATIC WATER LEVEL SHALL BE DRAWN DOWN A MINIMUM OF 1 FOOT BELOW THE BOTTOM OF EXCAVATIONS TO MAINTAIN THE UNDISTURBED STATE OF NATURAL SOILS AND ALLOW THE PLACEMENT OF ANY FILL TO THE SPECIFIED DENSITY. THE CONTRACTOR SHALL HAVE ON HAND, PUMPING EQUIPMENT AND MACHINERY IN GOOD CONDITION FOR EMERGENCIES AND SHALL HAVE WORKMEN AVAILABLE FOR ITS OPERATION: DEWATERING SYSTEM SHALL OPERATE CONTINUOUSLY UNTIL BACKFILL HAS BEEN COMPLETED TO 1 FOOT ABOVE THE NORMAL STATIC GROUNDWATER LEVEL.

72. THE CONTRACTOR SHALL CONTROL SURFACE WATER TO PREVENT ENTRY INTO EXCAVATIONS. AT EACH EXCAVATION, A SUFFICIENT NUMBER OF TEMPORARY OBSERVATION WELLS TO CONTINUOUSLY CHECK THE GROUNDWATER LEVEL SHALL BE PROVIDED.

73. SUMPS SHALL BE NO DEEPER THAN 5 FEET AND SHALL BE AT THE LOW POINT OF EXCAVATION. EXCAVATION SHALL BE GRADED TO DRAIN TO THE SUMPS.

74. THE CONTROL OF GROUNDWATER SHALL BE SUCH THAT SOFTENING OF THE BOTTOM OF EXCAVATIONS, OR FORMATION OF "QUICK" CONDITIONS OR "BOILS", DOES NOT OCCUR. DEWATERING SYSTEMS SHALL BE DESIGNED AND OPERATED SO AS TO PREVENT REMOVAL OF NATURAL SOILS. THE RELEASE OF GROUNDWATER AT ITS STATIC LEVEL SHALL BE PERFORMED IN SUCH A MANNER AS TO MAINTAIN THE UNDISTURBED STATE OF NATURAL FOUNDATION SOILS, PREVENT DISTURBANCE OF COMPACTED BACKFILL, AND PREVENT FLOTATION OR MOVEMENT OF STRUCTURES, PIPELINES AND SEWERS. IF A UPDES (UTAH POLLUTANT DISCHARGE ELIMINATION SYSTEM) PERMIT IS REQUIRED FOR DISPOSAL OF WATER FROM CONSTRUCTION DEWATERING ACTIVITIES, IT SHALL BE OBTAINED BY THE CONTRACTOR PRIOR TO ANY DEWATERING ACTIVITIES.

75. ONE HUNDRED PERCENT STANDBY PUMPING CAPACITY SHALL BE AVAILABLE ON SITE AT ALL TIMES AND SHALL BE CONNECTED TO THE DEWATERING SYSTEM PIPING AS TO PERMIT IMMEDIATE USE. IN ADDITION STANDBY EQUIPMENT AND APPLIANCES FOR ALL ORDINARY EMERGENCIES, AND COMPETENT WORKMEN FOR OPERATION AND MAINTENANCE OF ALL DEWATERING EQUIPMENT SHALL BE ON SITE AT ALL TIMES. STANDBY EQUIPMENT SHALL INCLUDE EMERGENCY POWER GENERATION AND AUTOMATIC SWITCH OVER TO THE EMERGENCY GENERATOR WHEN NORMAL POWER FAILS. DEWATERING SYSTEMS SHALL NOT BE SHUT DOWN BETWEEN SHIFTS, ON HOLIDAYS, ON WEEKENDS, OR DURING WORK STOPPAGES.

SITE SAFETY AND MAINTENANCE

76. THE CONTRACTOR SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR THE JOB SITE CONDITIONS, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY, DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT. THIS REQUIREMENT SHALL APPLY CONTINUOUSLY, AND SHALL NOT BE LIMITED TO NORMAL WORKING HOURS. THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD THE OWNER AND THE ENGINEER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH PERFORMANCE OF WORK ON THIS PROJECT.

77. THE CONTRACTOR AGREES THAT:

A. THEY SHALL BE RESPONSIBLE TO CLEAN THE JOB SITE AT THE END OF EACH PHASE OF WORK.

B. THEY SHALL BE RESPONSIBLE TO REMOVE AND DISPOSE OF ALL TRASH, SCRAP AND UNUSED MATERIAL AT THEIR OWN EXPENSE IN A TIMELY MANNER.

C. THEY SHALL BE RESPONSIBLE TO MAINTAIN THE SITE IN A NEAT, SAFE AND ORDERLY MANNER AT ALL TIMES.

D. THEY SHALL BE RESPONSIBLE TO KEEP MATERIALS, EQUIPMENT, AND TRASH OUT OF THE WAY OF OTHER CONTRACTORS SO AS NOT TO DELAY THE JOB. FAILURE TO DO SO WILL RESULT IN A DEDUCTION FOR THE COST OF CLEAN UP FROM THE FINAL PAYMENT.

E. THEY SHALL BE RESPONSIBLE FOR THEIR OWN SAFETY, TRAFFIC CONTROL, PERMITS, RETESTING AND REINSPECTIONS AT THEIR OWN EXPENSE.

F. UNLESS OTHERWISE NOTED ALL EXCESS SOILS AND MATERIALS SHALL BECOME THE PROPERTY OF THE CONTRACTOR AND SHALL BE LAWFULLY DISPOSED OF OFF SITE AT THE CONTRACTOR'S EXPENSE.

G. THE CONTRACTOR SHALL PROVIDE ALL LIGHTS, BARRICADES, SIGNS, FLAGMEN OR OTHER DEVICES NECESSARY FOR PUBLIC SAFETY.

H. THE CONTRACTOR SHALL BE RESPONSIBLE TO PROVIDE ALL WATER, POWER, SANITARY FACILITIES AND TELEPHONE SERVICES AS REQUIRED FOR THE CONTRACTORS USE DURING CONSTRUCTION.

I. ALL DEBRIS AND FOREIGN MATERIAL SHALL BE REMOVED FROM THE SITE AND DISPOSED OF AT APPROVED DISPOSAL SITES. THE CONTRACTOR SHALL OBTAIN NECESSARY PERMITS FOR THE TRANSPORTATION OF MATERIAL TO AND FROM THE SITE.

78. FOR ALL WORK WITHIN PUBLIC RIGHTS-OF-WAY OR EASEMENTS, THE CONTRACTOR SHALL PRESERVE THE INTEGRITY AND LOCATION OF ANY AND ALL PUBLIC UTILITIES AND PROVIDE THE NECESSARY CONSTRUCTION TRAFFIC CONTROL. CONTRACTOR SHALL, THROUGH THE ENCROACHMENT PERMIT PROCESS, VERIFY WITH THE NECESSARY REGULATORY AGENCIES, THE NEED FOR ANY TRAFFIC ROUTING PLAN. IF PLAN IS REQUIRED, CONTRACTOR SHALL PROVIDE PLAN AND RECEIVED PROPER APPROVALS PRIOR TO BEGINNING CONSTRUCTION. WORK IN EASEMENT AND/OR RIGHTS-OF-WAY IS SUBJECT TO THE APPROVAL AND ACCEPTANCE OF THE REGULATORY AGENCY RESPONSIBLE FOR OPERATION AND/OR MAINTENANCE OF SAID AND/OR RIGHT-OF-WAY. ALL CONSTRUCTION WORK IN UDOT RIGHT- OF -WAY SHALL BE SUBJECT TO INSPECTION BY THE STATE. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO INSURE THAT INSPECTIONS TAKE PLACE WHERE AND WHEN REQUIRED AND TO INSURE THAT ALL WORK IS COMPLETED TO UDOT STANDARDS.

SURFACE IMPROVEMENTS:

79. SUBGRADE PREPARATION: SUBGRADE SHALL BE COMPACTED TO A 95% RELATIVE C0MPACTION TO A MINIMUM DEPTH OF 6" FOR ALL ON-SITE DEVELOPMENT. ALL OFF-SITE IMPROVEMENTS ARE TO BE DONE PER APWA STANDARDS.

80. AGGREGATE SUB-BASE: AGGREGATE SUB-BASE SHALL BE GRANULAR BACKFILL BORROW. AGGREGATE SUB-BASE MATERIAL SHALL BE CLEAN AND FREE FROM VEGETABLE MATTER AND OTHER DELETERIOUS SUBSTANCE. AGGREGATE SHALL COMPLY WITH THE GUIDELINE REQUIREMENTS FOR PAVEMENTS FOUND IN THE PROFESSIONALLY PREPARED OF THE SOILS INVESTIGATIONS COMPLETED ON THIS SITE.

81. AGGREGATE BASE: AGGREGATE BASE SHALL BE GRADE 3/4 UNTREATED BASE COURSE, AND COMPLY PREPARED REPORT OF THE SOILS INVESTIGATION PREPARED ON THIS SITE.

82. ALL SIDEWALKS AND CROSSINGS TO MEET CURRENT ADA STANDARDS/ APWA STANDARDS.

83. PAYMENT FOR PAVEMENT WILL BE MADE ONLY FOR AREAS SHOWN ON PLANS. REPLACEMENT OF PAVEMENT WHICH IS BROKEN OR CUT DURING THE INSTALLATION OF THE WORK COVERED BY THESE GENERAL NOTES, AND WHICH LIES OUTSIDE OF SAID AREAS, SHALL BE INCLUDED IN THE CONTRACTOR'S UNIT PRICE FOR PAVEMENT, AND NO ADDITIONAL PAYMENT SHALL BE MADE FOR SUCH WORK.

84. INSTALLATION OF STREET LIGHTS SHALL BE IN ACCORDANCE WITH CITY STANDARDS.

85. PRIOR TO FINAL ACCEPTANCE OF THE IMPROVEMENTS BUILT BY THESE PLANS AND SPECIFICATIONS THE CONTRACTOR SHALL BE RESPONSIBLE TO COORDINATE WITH THE OWNER, CITY, AND POWER COMPANY TO HAVE THE ELECTRICAL SYSTEM AND ALL STREET LIGHTS ENERGIZED.

86. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REMOVAL OF ALL STRIPING AND/OR PAVEMENT MARKINGS NECESSARY TO THE EXISTING STRIPING INTO FUTURE STRIPING. METHOD OF REMOVAL SHALL BE BY GRINDING OR SANDBLASTING.

87. STRIPING AND PAVEMENT MARKINGS SHALL BE IN CONFORMANCE WITH MUTCD & APWA 32 17 23.

88. DURING THE BIDDING PROCESS, CONTRACTOR TO REVIEW DESIGN SLOPES SHOWN FOR PAVEMENT AND WARRANTY THE PAVEMENT TO THE OWNER BASED UPON THE DESIGN SLOPES SHOWN HEREON. CONCERNS WITH SLOPES MUST BE BROUGHT DURING THE BIDDING PROCESS.

89. IT IS THE INTENT ON THESE PLANS THAT ALL PAVEMENT SLOPE TO A CATCH BASIN, INLET BOX OR OUT INTO A STREET. CONTRACTOR TO VERIFY FINISH SPOT ELEVATIONS AND NOTIFY ENGINEER IF THERE ARE DISCREPANCIES THAT WOULD CAUSE PUDDLING ON THE SITE.

No.	DATE	DESCRIPTION
1	04/11/23	REVISED PER CITY COMMENTS

DRAWN BY GDC
CHECKED BY MCP
FIELD CREW DM/JM
DATE 02/27/2023
DWG. FILE 2301002_SITE

0 0.5 1
SCALE MEASURES 1-INCH ON FULL SIZE SHEETS
ADJUST ACCORDINGLY FOR REDUCED SIZE SHEETS

PRELIMINARY PLAN
PROFESSIONAL ENGINEER
4/11/23
No. 10360773
M. CHRIS POULSEN
STATE OF UTAH
NOT FOR CONSTRUCTION

BENCHMARK ENGINEERING & LAND SURVEYING
9138 SOUTH STATE STREET SUITE #100
SANDY, UTAH 84070 (801) 542-7192
www.benchmarkcivil.com
BENCHMARK CIVIL

STUBLER SUBDIVISION

6847 SOUTH JEFFERSON STREET
MURRAY CITY, UTAH

PROJECT NO. 2301002

GEN. NOTES LEGEND & ABBREV.

CONSTRUCTION KEY NOTE REFERENCE		
NO.	DESCRIPTION	DETAIL
1	SAWCUT AND REPAIR ASPHALT AND STRIPING PER MURRAY CITY STDS.	4/CDT.01
2	CONCRETE PAVEMENT WITH GRANULAR BASE	1/CDT.01

LOT 2 - AREA TABLE		
PARTICULARS	S.F.	%
BUILDING	2,000	18.0
HARDSCAPE	2,167	19.5
LANDSCAPE	6,941	62.5
TOTAL	11,108	100.0

LOT 2 NOTE:
ASSUMED BUILDING FOOTPRINT: 2,000 S.F.

NOTE:
SLOPE ACROSS THE ACCESSIBLE PARKING STALLS & ACCESS ISLE SHALL NOT EXCEED A 1:48 (2.00%) SLOPE, THE MAX GRADE DIFFERENCE BETWEEN THE ASPHALT SURFACE, ACCESSIBLE RAMP, AND SIDEWALK SHALL NOT EXCEED 1/4 INCH VERTICAL OR 1/2 INCH WHEN BEVELED. THE ACCESSIBLE MEANS OF EGRESS INCLUDING THE DRIVEWAY PORTION SHALL NOT EXCEED A SLOPE OF 1:20 (5.0%) & A CROSS SLOPE OF 1:48 (2.0%). ALL EXTERIOR DOOR WAY ACCESS REQUIRE AN EXTERIOR LANDING 60 INCHES IN LENGTH WITH A SLOPE NOT EXCEEDING A 1:48 (2.0%) SLOPE

NOTE:
SAWCUT WIDTH, LOCATIONS AND TIE-IN ELEVATIONS TO EXISTING GRADE ARE APPROXIMATE. CONTRACTOR TO FIELD VERIFY LOCATION, EXTENT OF SAWCUTTING, AND TIE-IN SLOPES TO EXISTING GRADE PRIOR TO CONSTRUCTION. IT IS THE INTENT ON THESE PLANS THAT ALL PAVEMENT SHALL TIE INTO EXISTING GRADE PER SLOPES LISTED ON CGN.01 NOTE 70. SEE NOTES 63, 70, 88, & 89 ON CGN.01 FOR FURTHER DETAIL.

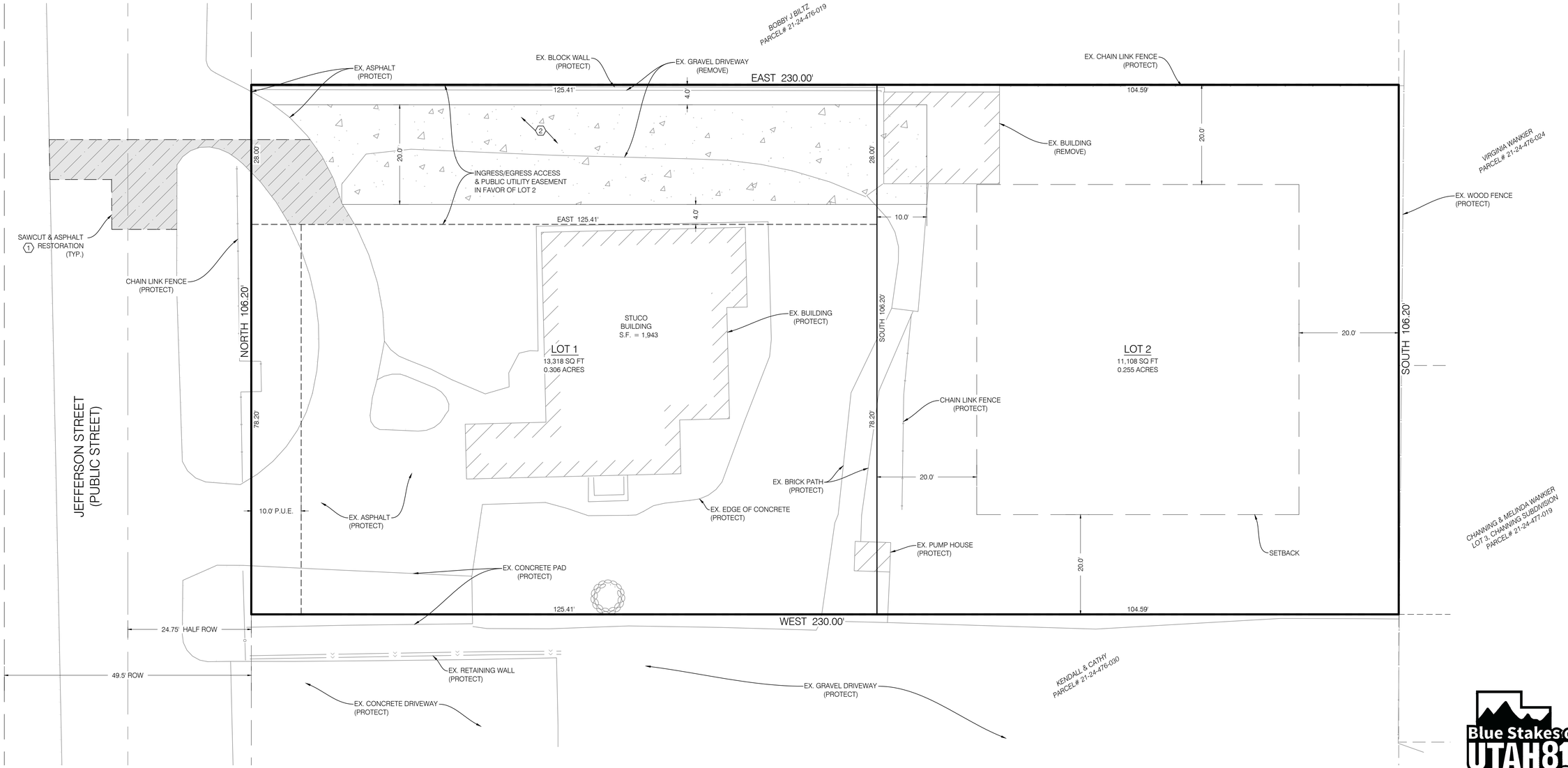
NOTE:
ALL WORK WITHIN PUBLIC ROADS TO BE DONE IN STRICT ACCORDANCE WITH MURRAY CITY STANDARDS AND SPECIFICATIONS

NORTH

GRAPHIC SCALE

10 0 5 10 20

(IN FEET)
1 inch = 10ft.



No.	DATE	DESCRIPTION
1	04/11/23	REVISED PER CITY COMMENTS

SCALE MEASURES 1-INCH ON FULL SIZE SHEETS
ADJUST ACCORDINGLY FOR REDUCED SIZE SHEETS

1" 0.5 0

DRAWN BY: GDC
CHECKED BY: MCP
FIELD CREW: DM/JM
DATE: 02272023
DWG FILE: 2301002_SITE

PRELIMINARY PLAN

PROFESSIONAL ENGINEER
4/11/23
No. 10360773
M. CHRIS POULSEN
STATE OF UTAH

NOT FOR CONSTRUCTION

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STUBLER SUBDIVISION

6847 SOUTH JEFFERSON STREET
MURRAY CITY, UTAH

PROJECT NO. 2301002

SITE PLAN

CSP.01
3 OF 8

Blue Stakes of UTAH811
Bluestakes.org

CONSTRUCTION KEY NOTE REFERENCE

NO.	DESCRIPTION	DETAIL
1	3/4" TYPE K COPPER WATER SERVICE LINE PER MURRAY CITY STDS.	2/CDT.01
2	3/4" WATER METER & VAULT PER MURRAY CITY STDS.	2/CDT.01
3	4" PVC SDR-35 SEWER LATERAL PER MURRAY CITY STDS.	3/CDT.01
4	SEWER CLEANOUT EVERY 50 L.F. PER MURRAY CITY STDS.	3/CDT.01
5	3/4" CTS SDR9 POLY WATER SERVICE LINE PER MURRAY CITY STDS	

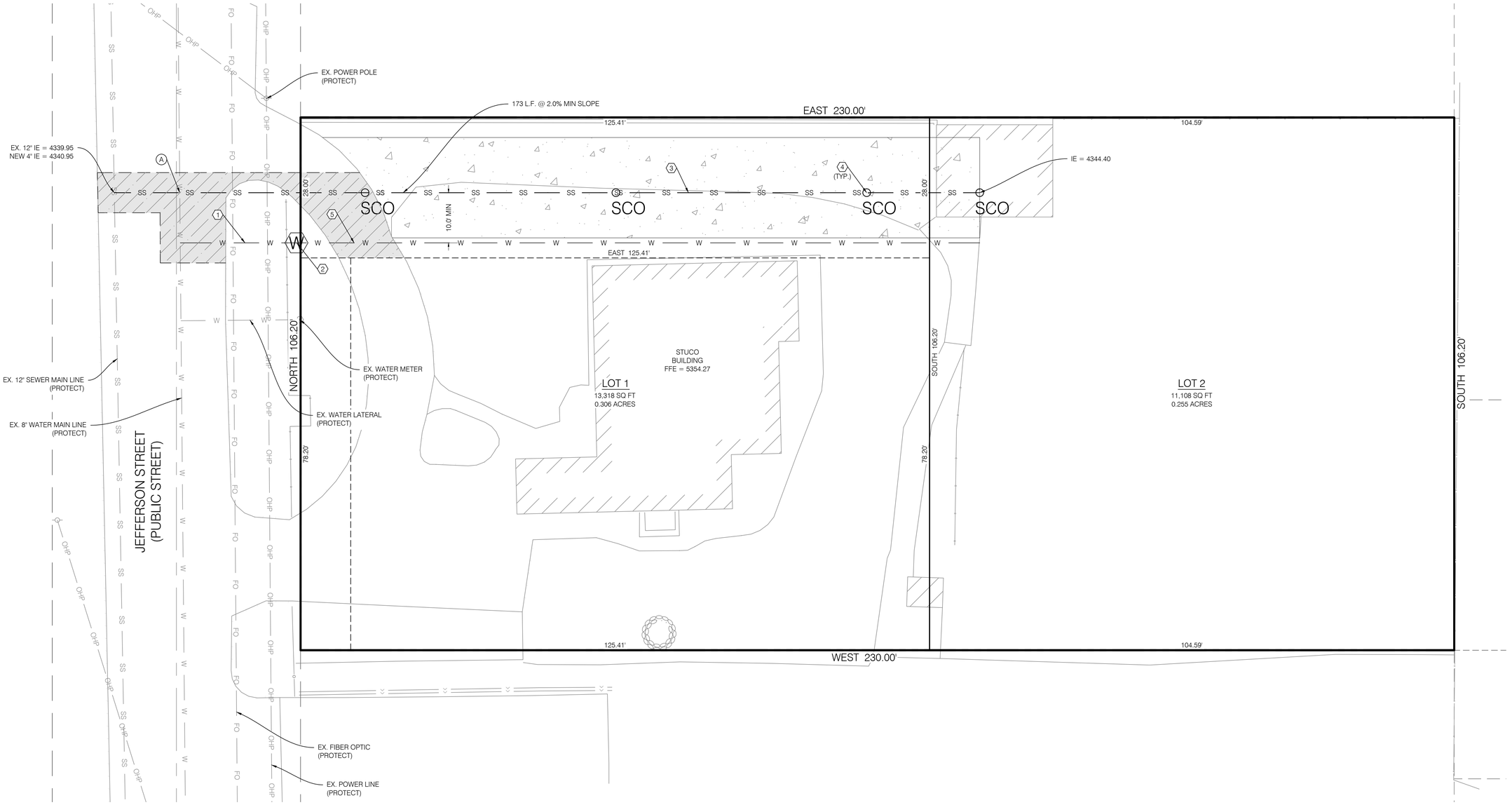
NOTE:
PRIOR TO FABRICATION OR CONSTRUCTION, BEGIN AT THE LOW END OF ALL GRAVITY UTILITY LINES AND VERIFY THE INVERT ELEVATION OF THE POINT OF CONNECTION. NOTIFY ENGINEER FOR REDESIGN IF CONNECTION POINT IS HIGHER THAN SHOWN OR IF ANY UTILITY CONFLICTS OCCUR. GRAVITY CONNECTIONS MUST BE DONE PRIOR TO BUILDING FOOTINGS AND ROUGH PLUMBING ARE CONSTRUCTED.

NOTE:
POTHOLE TO IDENTIFY ANY CONFLICTS BEFORE ANY PIPE INSTALLATION. CONTACT ENGINEER IF ANY CONFLICTS ARE IDENTIFIED.

NOTE A: (A)
18" OF VERTICAL SEPARATION REQUIRED BETWEEN SEWER AND WATER LINES. CONTACT ENGINEER FOR REDESIGN IF NECESSARY

NORTH

GRAPHIC SCALE
10 0 5 10 20
(IN FEET)
1 inch = 10ft.



No.	DATE	DESCRIPTION
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MURRAY CITY, UTAH

PROJECT NO. 2301002

UTILITY PLAN

CUP.01
4 OF 8

Blue Stakes of UTAH811
Bluestakes.org

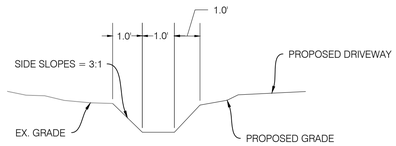
GRADING AND DRAINAGE KEY NOTE REFERENCE		
NO.	DESCRIPTION	DETAIL
1	GRADE SITE TO ELEVATIONS SHOWN ON PLAN	

NOTE:
SAWCUT WIDTH, LOCATIONS AND TIE-IN ELEVATIONS TO EXISTING GRADE ARE APPROXIMATE. CONTRACTOR TO FIELD VERIFY LOCATION, EXTENT OF SAWCUTTING, AND TIE-IN SLOPES TO EXISTING GRADE PRIOR TO CONSTRUCTION. IT IS THE INTENT ON THESE PLANS THAT ALL PAVEMENT SHALL TIE INTO EXISTING GRADE PER SLOPES LISTED ON CGN.01 NOTE 70. SEE NOTES 63, 70, 88, & 89 ON CGN.01 FOR FURTHER DETAIL.

NOTE:
POTHOLE TO IDENTIFY ANY CONFLICTS BEFORE ANY PIPE INSTALLATION. CONTACT ENGINEER IF ANY CONFLICTS ARE IDENTIFIED.

NOTE:
PRIOR TO FABRICATION OR CONSTRUCTION, BEGIN AT THE LOW END OF ALL GRAVITY UTILITY LINES AND VERIFY THE INVERT ELEVATION OF THE POINT OF CONNECTION. NOTIFY ENGINEER FOR REDESIGN IF CONNECTION POINT IS HIGHER THAN SHOWN OR IF ANY UTILITY CONFLICTS OCCUR. GRAVITY CONNECTIONS MUST BE DONE PRIOR TO BUILDING FOOTINGS AND ROUGH PLUMBING ARE CONSTRUCTED.

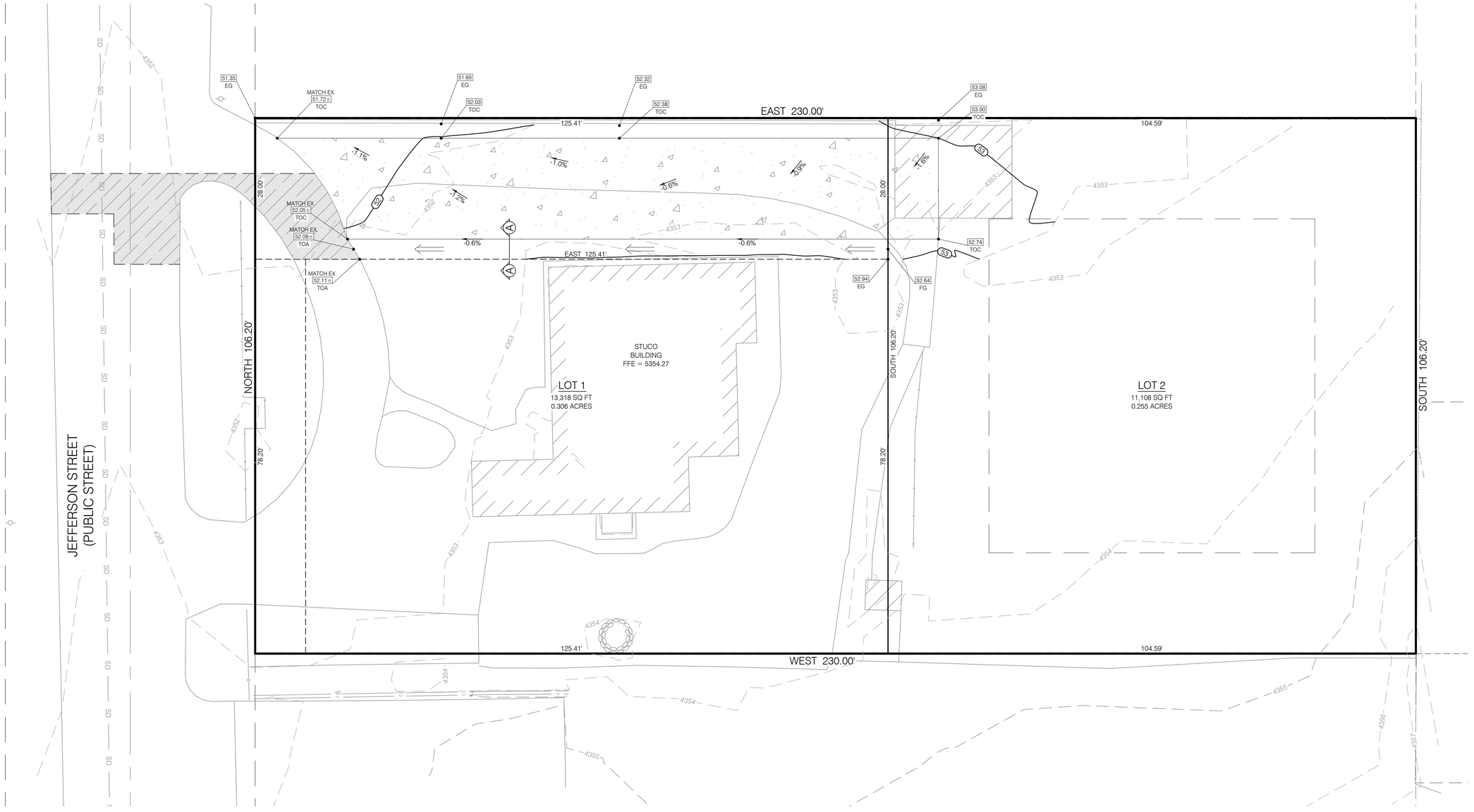
SURVEY CONTROL NOTE:
THE CONTRACTOR OR SURVEYOR PERFORMING THE CONSTRUCTION SURVEYING SHALL BE RESPONSIBLE TO PROVIDE CONSTRUCTION LAYOUT PER THE APPROVED PLANS ONLY. THE SURVEYOR SHALL ALSO BE RESPONSIBLE FOR VERIFYING HORIZONTAL CONTROL FROM THE SURVEY MONUMENTS AND FOR VERIFYING ANY ADDITIONAL CONTROL POINTS SHOWN ON THE SURVEY OR IMPROVEMENTS PLANS OR ON ELECTRONIC DATA PROVIDED BY BENCHMARK ENGINEERING AND LAND SURVEYING. THE SURVEYOR SHALL ALSO USE THE BENCHMARKS AS SHOWN ON THE PLAN, AND VERIFY THEM AGAINST NO LESS THAN THREE EXISTING HARD IMPROVEMENT ELEVATIONS INCLUDED ON THESE PLANS OR ON ELECTRONIC DATA PROVIDED BY BENCHMARK ENGINEERING AND LAND SURVEYING. IF ANY DISCREPANCIES ARE ENCOUNTERED, THE SURVEYOR SHALL IMMEDIATELY NOTIFY THE ENGINEER AND RESOLVE THE DISCREPANCIES BEFORE PROCEEDING WITH ANY CONSTRUCTION SURVEYING. IT IS ALSO THE RESPONSIBILITY OF THE SURVEYOR TO VERIFY ANY ELECTRONIC DATA WITH THE APPROVED STAMPED AND SIGNED PLANS AND NOTIFY THE ENGINEER WITH ANY DISCREPANCIES.



SWALE CROSS SECTION (A)
SCALE: NTS

NORTH

GRAPHIC SCALE
10 0 5 10 20
(IN FEET)
1 inch = 10ft.



BENCHMARK:
WITNESS CORNER FOR
SOUTHEAST CORNER OF SECTION 23,
TOWNSHIP 2 SOUTH, RANGE 1 WEST,
SALT LAKE BASE AND MERIDIAN
ELEVATION = 4372.41

Blue Stakes of UTAH 811
Bluestakes.org

No.	DATE	DESCRIPTION
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SCALE MEASURES 1-INCH ON FULL SIZE SHEETS
ADJUST ACCORDINGLY FOR REDUCED SIZE SHEETS

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PROFESSIONAL ENGINEER
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STUBLER SUBDIVISION
6847 SOUTH JEFFERSON STREET
MURRAY CITY, UTAH

PROJECT NO.: 2301002

GRADING & DRAINAGE PLAN

CGD.01
5 OF 8

SWPPP KEY NOTES REFERENCE

PROVIDE, INSTALL AND/OR CONSTRUCT THE FOLLOWING PER THE SPECIFICATIONS GIVEN OR REFERENCED AND THE DETAILS NOTED AND AS SHOWN ON THE CONSTRUCTION DRAWINGS.

NO.	DESCRIPTION	DETAIL
1	CONCRETE WASTE MANAGEMENT	1/CEP.02
2	MATERIALS STORAGE	3/CEP.02
3	PORTABLE TOILETS	4/CEP.02
4	SILT FENCE	6/CEP.02
5	TEMPORARY CONSTRUCTION ENTRANCE	7/CEP.02

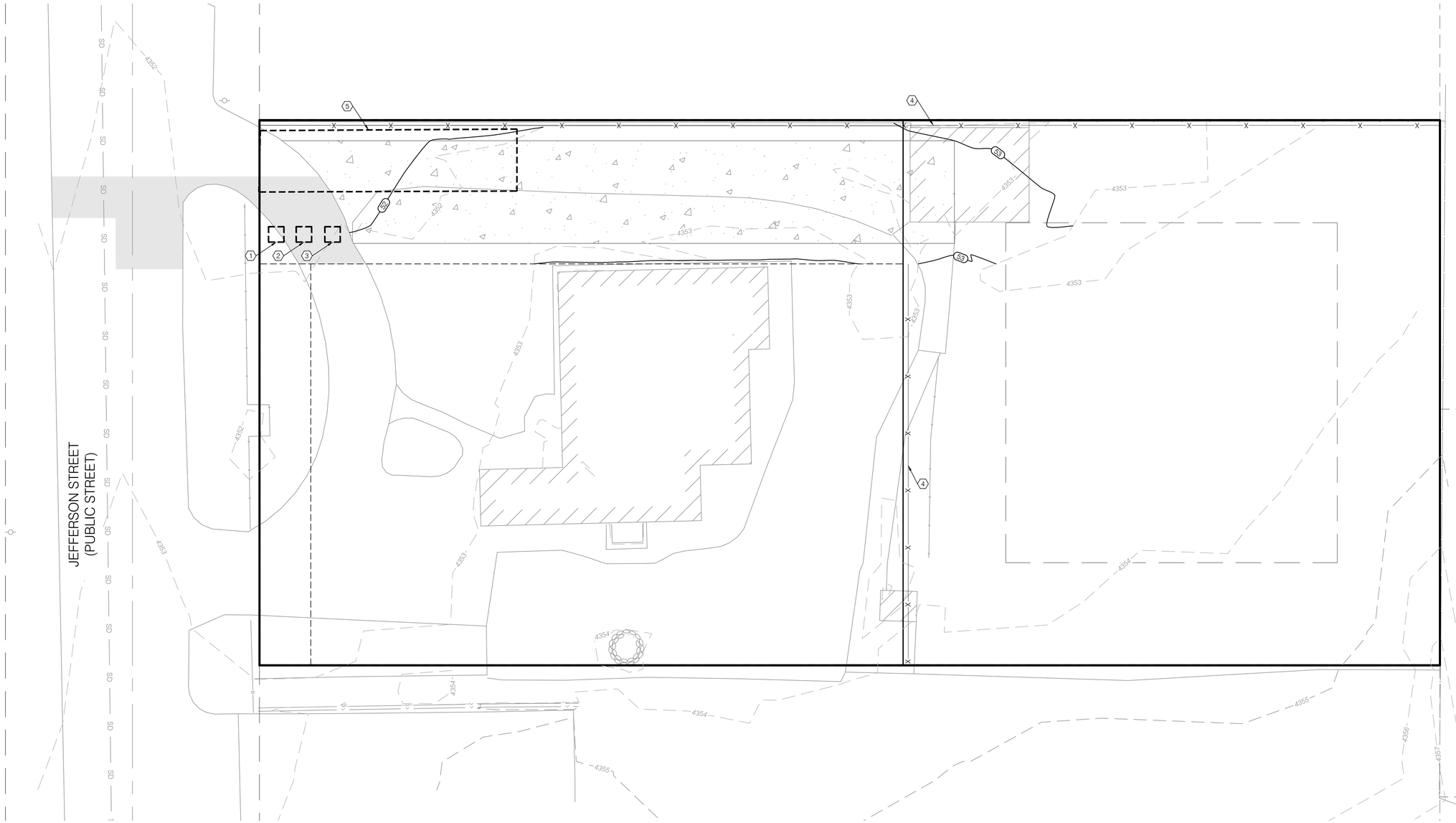
NOTE: CONTRACTOR SHALL INSTALL EROSION CONTROLS (SILT FENCES, STRAW BALES, ETC) AS REQUIRED BY REGULATORY AGENCIES. SAID CONTROLS SHALL BE INSTALLED IN ACCORDANCE WITH AGENCY STANDARDS AND FOLLOWING BEST MANAGEMENT PRACTICES FOR ACTUAL PLACEMENT ON SITE. STRAW BALES SHOWN ON THESE DRAWINGS ARE INTENDED AS A MINIMUM REQUIREMENT. ADDITIONAL CONTROLS REQUESTED BY AGENCY INSPECTORS SHALL BE REQUIRED. DUST CONTROL SHALL BE PROVIDED AT ALL TIMES, AT THE CONTRACTOR'S EXPENSE, TO MINIMIZE ANY DUST NUISANCE AND SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS OF THE CITY.

NORTH

GRAPHIC SCALE

10 0 5 10 20

(IN FEET)
1 inch = 10ft.



No.	DATE	DESCRIPTION
1	04/11/23	REVISED PER CITY COMMENTS

SCALE MEASURES 1-INCH ON FULL SIZE SHEETS
ADJUST ACCORDINGLY FOR REDUCED SIZE SHEETS

0 0.5 1"

DRAWN BY: GDC
CHECKED BY: MCP
FIELD CREW: DMJM
DATE: 02/27/2023
DWG FILE: 2301002_SITE

PRELIMINARY PLAN

PROFESSIONAL ENGINEER
4/11/23
No. 10360773
M. CHRIS POULSEN
STATE OF UTAH

NOT FOR CONSTRUCTION

BENCHMARK ENGINEERING & LAND SURVEYING
9138 SOUTH STATE STREET SUITE #100
SANDY, UTAH 84070 (801) 542-7192
www.benchmarkcivil.com

BENCHMARK CIVIL

STUBLER SUBDIVISION

6847 SOUTH JEFFERSON STREET
MURRAY CITY, UTAH

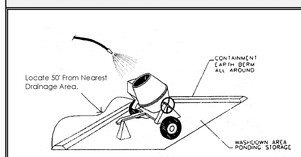
Blue Stakes of UTAH811
Bluestakes.org

PROJECT NO. 2301002

EROSION CONTROL PLAN

CEP.01
6 OF 8

BMP: Concrete Waste Management



DESCRIPTION:
Prevent or reduce the discharge of pollutants to storm water from concrete waste by conducting washout off-site, performing on-site washout in a designated area, and training employees and subcontractors.

APPLICATIONS:
This technique is applicable to all types of sites.

INSTALLATION/APPLICATION CRITERIA:
- Store dry and wet materials under cover, away from drainage areas.
- Avoid mixing excess amounts of fresh concrete or cement on-site.
- Perform washout of concrete trucks off-site or in designated areas only.
- Do not wash out concrete trucks into storm drains, open ditches, streets, or streams.
- Do not allow excess concrete to be dumped on-site, except in designated areas.
- When washing concrete to remove fine particles and expose the aggregate, avoid creating runoff by draining the water within a bermed or level area. (See Earth Berm Barrier information sheet.)
- Train employees and subcontractors in proper concrete waste management.

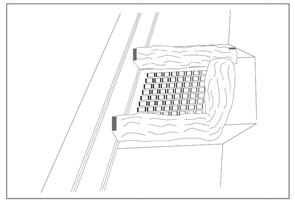
LIMITATIONS:
- Off-site washout of concrete wastes may not always be possible.

MAINTENANCE:
- Inspect subcontractors to ensure that concrete wastes are being properly managed.
- If using a temporary pit, dispose hardened concrete on a regular basis.

CONCRETE WASTE MANAGEMENT 1
SCALE: NTS

BMP: Inlet Protection – Wattle

IP-W
CONSTRUCTION



DESCRIPTION:
Sediment barrier erected around storm drain inlet.

APPLICATION:
Construct at storm drainage inlets located down-gradient of areas to be disturbed by construction.

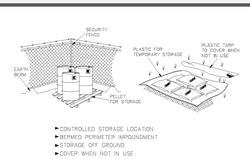
INSTALLATION/APPLICATION CRITERIA:
- Provide up-gradient sediment controls, such as silt fence during construction of inlet
- When construction of curb and gutter and roadways is complete, install gravel filled wattles around perimeter of inlet

LIMITATIONS:
- Recommended maximum contributing drainage area of one acre
- Requires shallow slopes adjacent to inlet

MAINTENANCE:
- Inspect inlet protection following storm event and at a minimum of once every 14 days.
- Remove accumulated sediment when it reaches 4 inches in depth.
- Look for bypassing or undercutting and repair or realign as needed.

INLET PROTECTION WATTLE 2
SCALE: NTS

BMP: Materials Storage



DESCRIPTION:
Controlled storage of on-site materials.

APPLICATION:
- Storage of hazardous, toxic, and all chemical substances.
- Any construction site with outside storage of materials.

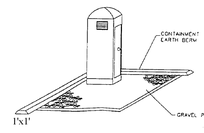
INSTALLATION/APPLICATION CRITERIA:
- Designate a secured area with limited access as the storage location. Ensure no waterways or drainage paths are nearby.
- Construct compacted earthen berm (See Earth Berm Barrier Information Sheet), or similar perimeter containment around storage location for impoundment in the case of spills.
- Ensure all on-site personnel utilize designated storage area. Do not store excessive amounts of material that will not be utilized on site.
- For active use of materials away from the storage area ensure materials are not set directly on the ground and are covered when not in use. Protect storm drainage during use.

LIMITATIONS:
- Does not prevent contamination due to mishandling of products.
- Spill Prevention and Response Plan still required.
- Only effective if materials are actively stored in controlled location.

MAINTENANCE:
- Inspect daily and repair any damage to perimeter impoundment or security fencing.
- Check materials are being correctly stored (i.e. standing upright, in labeled containers, tightly capped) and that no materials are being stored away from the designated location.

MATERIALS STORAGE 3
SCALE: NTS

BMP: Portable Toilets



DESCRIPTION:
Temporary on-site sanitary facilities for construction personnel.

APPLICATION:
All sites with no permanent sanitary facilities or where permanent facility is too far from activities.

INSTALLATION/APPLICATION CRITERIA:
- Locate portable toilets in convenient locations throughout the site.
- Prepare level, gravel surface and provide clear access to the toilets for servicing and for on-site personnel.
- Construct earth berm perimeter (See Earth Berm Barrier Information Sheet), control for spill/protection leak.

LIMITATIONS:
No limitations.

MAINTENANCE:
- Portable toilets should be maintained in good working order by licensed service with daily observation for leak detection.
- Regular waste collection should be arranged with licensed service.
- All waste should be deposited in sanitary sewer system for treatment with appropriate agency approval.

PORTABLE TOILETS 4
SCALE: NTS

BMP: Spill Clean-Up



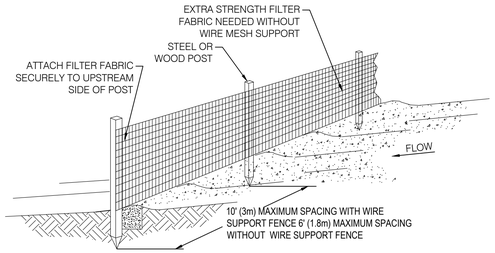
DESCRIPTION:
Practices to clean-up leakage/spillage of on-site materials that may be harmful to receiving waters.

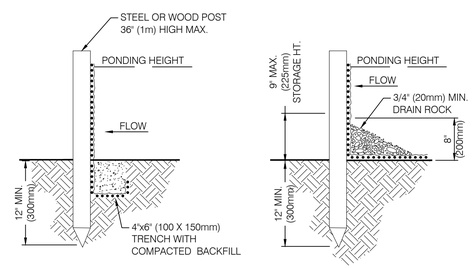
APPLICATION:
All sites

GENERAL:
- Store controlled materials within a storage area.
- Educate personnel on prevention and clean-up techniques.
- Designate an Emergency Coordinator responsible for employing preventative practices and for providing spill response.
- Maintain a supply of clean-up equipment on-site and post a list of local response agencies with phone numbers.

METHODS:
- Clean-up spills/leaks immediately and remediate cause.
- Use as little water as possible. NEVER HOSE DOWN OR BURY SPILL CONTAMINATED MATERIAL.
- Use rags or absorbent material for clean-up. Excavate contaminated soils. Dispose of clean-up material and soil as hazardous waste.
- Document all spills with date, location, substance, volume, actions taken and other pertinent data.
- Contact local Fire Department and State Division of Environmental Response and Remediation (Phone #536-4100) for any spill of reportable quantity.

SPILL CLEAN UP 5
SCALE: NTS





TRENCH DETAIL

INSTALLATION WITHOUT TRENCHING

NOT TO SCALE

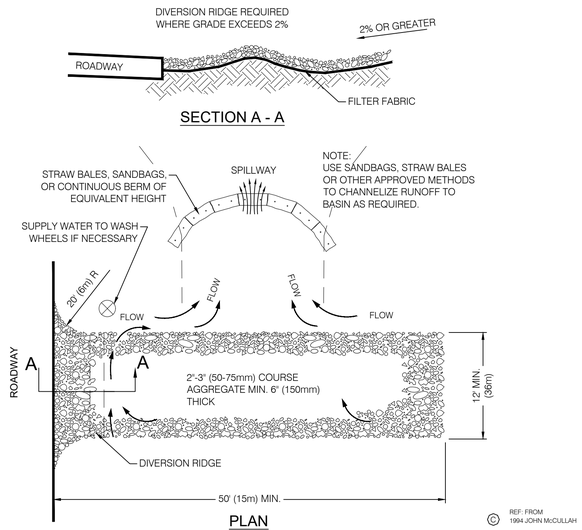
NOTES:
1. SILT FENCE SHALL BE PLACED ON SLOPE CONTOURS TO MAXIMIZE PONDING EFFICIENCY.

2. INSPECT AND REPAIR FENCE AFTER EACH STORM EVENT AND REMOVE SEDIMENT WHEN NECESSARY. 9" (225mm) MAXIMUM RECOMMENDED STORAGE HEIGHT.

3. REMOVED SEDIMENT SHALL BE DEPOSITED TO AN AREA THAT WILL NOT CONTRIBUTE SEDIMENT OFF-SITE AND CAN BE PERMANENTLY STABILIZED.

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SILT FENCE 6
SCALE: NTS



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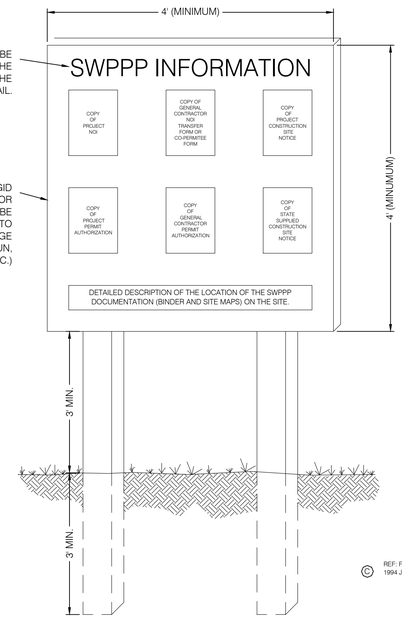
NOTES:
1. THE ENTRANCE SHALL BE MAINTAINED IN A CONDITION THAT WILL PREVENT TRACKING OR FLOWING OF SEDIMENT ONTO PUBLIC RIGHT-OF-WAYS. THIS MAY REQUIRE TOP DRESSING, REPAIR AND/OR CLEAN OUT OF ANY MEASURES USED TO TRAP SEDIMENT.

2. WHEN NECESSARY, WHEELS SHALL BE CLEANED PRIOR TO ENTRANCE ONTO PUBLIC RIGHT-OF-WAY.

3. WHEN WASHING IS REQUIRED, IT SHALL BE DONE ON AN AREA STABILIZED WITH CRUSHED STONE THAT DRAINS INTO AN APPROVED SEDIMENT TRAP OR SEDIMENT BASIN.

TEMPORARY GRAVEL CONSTRUCTION ENTRANCE/EXIT 7
SCALE: NTS

Blue Stakes of UTAH811 Bluestakes.org



NOTES:
1) THE SWPPP INFORMATION SIGN MUST BE LOCATED NEAR THE CONSTRUCTION EXIT OF THE SITE, SUCH THAT IT IS ACCESSIBLE AND VIEWABLE BY THE GENERAL PUBLIC, BUT NOT OBSTRUCTING VIEWS AS TO CAUSE A SAFETY HAZARD.

2) ALL POSTED DOCUMENTS MUST BE MAINTAINED IN A CLEARLY READABLE CONDITION AT ALL TIMES THROUGHOUT CONSTRUCTION AND UNTIL THE NOTICE-TO TERMINATION (NOT) IS FILED FOR THE PERMIT.

3) CONTRACTOR SHALL POST OTHER STORM WATER AND/OR EROSION AND SEDIMENT CONTROL RELATED PERMITS ON THE SIGN AS REQUIRED BY THE GOVERNING AGENCY.

4) SIGN SHALL BE LOCATED OUTSIDE OF PUBLIC RIGHT-OF-WAY AND EASEMENTS UNLESS APPROVED BY THE GOVERNING AGENCY.

5) CONTRACTOR IS RESPONSIBLE FOR ENSURING STABILITY IF THE SWPPP INFORMATION SIGN.

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SWPPP INFORMATION SIGN 8
SCALE: NTS

No.	DATE	DESCRIPTION
1	04/11/23	REVISED PER CITY COMMENTS

DRAWN BY: GDC
CHECKED BY: MCP
FIELD CREW: DMJM
DATE: 02/27/2023
SDRS FILE: 2301002_SITE

SCALE MEASURES 1INCH ON FULL SIZE SHEETS
ADJUST ACCORDINGLY FOR REDUCED SIZE SHEETS
1" 0.5 0

PRELIMINARY PLAN

PROFESSIONAL ENGINEER
4/11/23
No. 10360773
M. CHRIS POULSEN
STATE OF UTAH

NOT FOR CONSTRUCTION

BENCHMARK ENGINEERING & LAND SURVEYING
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SANDY, UTAH 84070 (801) 542-7192
www.benchmarkcivil.com
BENCHMARK CIVIL

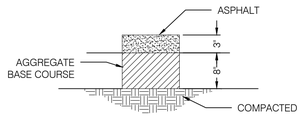
STUBLER SUBDIVISION
6847 SOUTH JEFFERSON STREET
MURRAY CITY, UTAH

PROJECT NO. 2301002

EROSION CONTROL DETAILS

CEP.02
7 OF 8

ALTERNATE:	STANDARD
CONCRETE	5"
GRAVEL BASE	4"



STANDARD DUTY PAVEMENT

NOTE:
1. FOR REINFORCEMENT DESIGN OF PCC PAVEMENT SECTIONS SEE STRUCTURAL ENGINEER
2. FOR DOWEL DESIGN OF PCC PAVEMENT SECTIONS SEE GEOTECHNICAL ENGINEER.

PAVEMENT SECTIONS (1)
SCALE: NTS

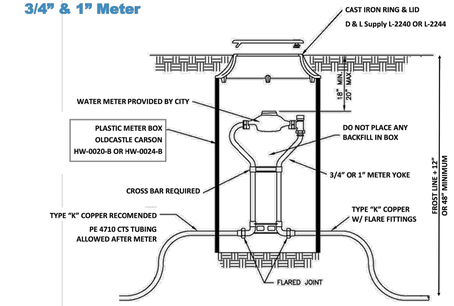
Installation (Continued)

MURRAY CITY WATER

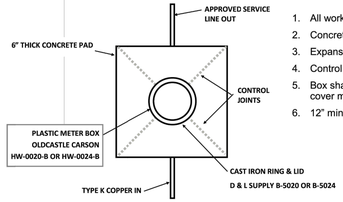
Meter Box Installation

1. All meters are to be installed in the park strip or within 5 feet of the property line (street side).
2. Do not install meter boxes under driveway approaches, sidewalks, in parking lots, or under curb and gutter. Box should be placed in a landscaped area.
3. The box shall be set so that the grade of the frame and the cover matches the grade of the surrounding surface.
4. Larger ring and lid may be deemed necessary by Murray City personnel in a situation where the meter must by placed in an asphalt, concrete or other high traffic area.

3/4" & 1" Meter



Meter Box in Concrete Installation

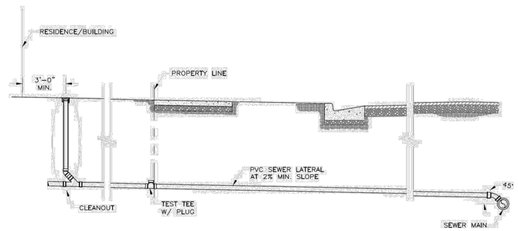


1. All work must be inspected by City personnel.
2. Concrete shall be 6" thick — 6 1/2 Bag Class 4000.
3. Expansion board all around.
4. Control joints from lid to edge of pad.
5. Box shall be set so that the grade of the frame and cover matches the grade of the surrounding surface.
6. 12" minimum from lid to edge of concrete.

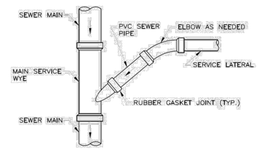
3/4" WATER METER (2)
SCALE: NTS

Typical Sewer Lateral and Cleanout

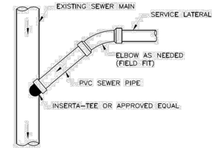
MURRAY



TYPICAL SEWER LATERAL



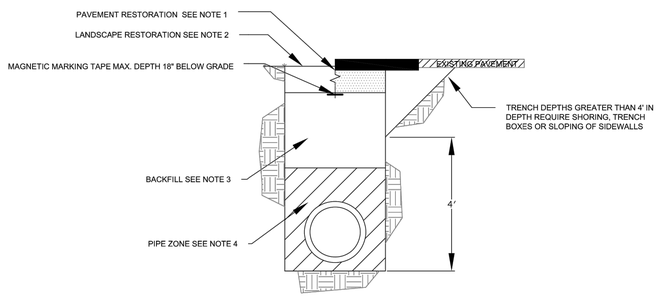
SERVICE CONNECTION TO NEW MAIN



SERVICE CONNECTION TO EXISTING MAIN

NOTES:
1. SERVICE LATERAL SHALL BE 4" OR 6" AS SHOWN ON PLANS OR AS DIRECTED BY CITY.
2. SEWER LATERALS SHALL CONNECT TO SEWER MAIN AT 45° ANGLE.

4" SEWER LATERAL AND CLEANOUT (3)
SCALE: NTS



TRENCH BACKFILL

NOTES

1. DO NOT INSTALL ASPHALT OR CONCRETE SURFACING UNTIL TRENCH COMPACTION IS ACCEPTED BY ENGINEER. SEE PLAN 255 OR 256 OF 2017 APWA STANDARD PLANS.
2. PROVIDE 4" OF COMPACTED TOPSOIL AND MATCH TO EXISTING GRADE. PLACE VEGETATION TO MATCH PRE-EXISTING CONDITIONS.
3. GRANULAR BACKFILL BORROW MATERIAL TO BE A-1 CLASSIFICATION WITH A MAXIMUM PARTICLE SIZE OF 2 ". UNCOMPACTED LIFT THICKNESS TO BE A MAXIMUM OF 8" AND PLACED ACCORDING TO 2007 APWA SECTION 31 05 15. FLOWABLE FILL TO BE LOW STRENGTH (60 PSI) PER APWA SECTION 31 05 15.
4. PIPE ZONE MATERIAL TO BE PLACE ACCORDING TO 2017 APWA STANDARD PLAN 382.

DATE	REVISIONS	MADE BY
2/13	GENERAL REVISIONS	MBP
5/16	GENERAL REVISIONS	CTZ
6/19	GENERAL REVISIONS	CTZ

MURRAY CITY CORPORATION
ENGINEERING DEPARTMENT
4646 SOUTH 500 WEST
MURRAY, UT 84123
801-270-2400

MURRAY CITY
TRENCH BACKFILL
DETAIL C - 7

TRENCH BACKFILL DETAIL (4)
SCALE: NTS

No.	DATE	DESCRIPTION
1	04/11/23	REVISED PER CITY COMMENTS

SCALE MEASURES 1-INCH ON FULL SIZE SHEETS
ADJUST ACCORDINGLY FOR REDUCED SIZE SHEETS

DRAWN BY: GDC
CHECKED BY: MCP
FIELD CREW: DMJM
DATE: 02/27/2023
DWG FILE: 2301002_SITE

PRELIMINARY PLAN
NOT FOR CONSTRUCTION

PROFESSIONAL ENGINEER
4/11/23
No. 10360773
M. CHRIS POULSEN
STATE OF UTAH

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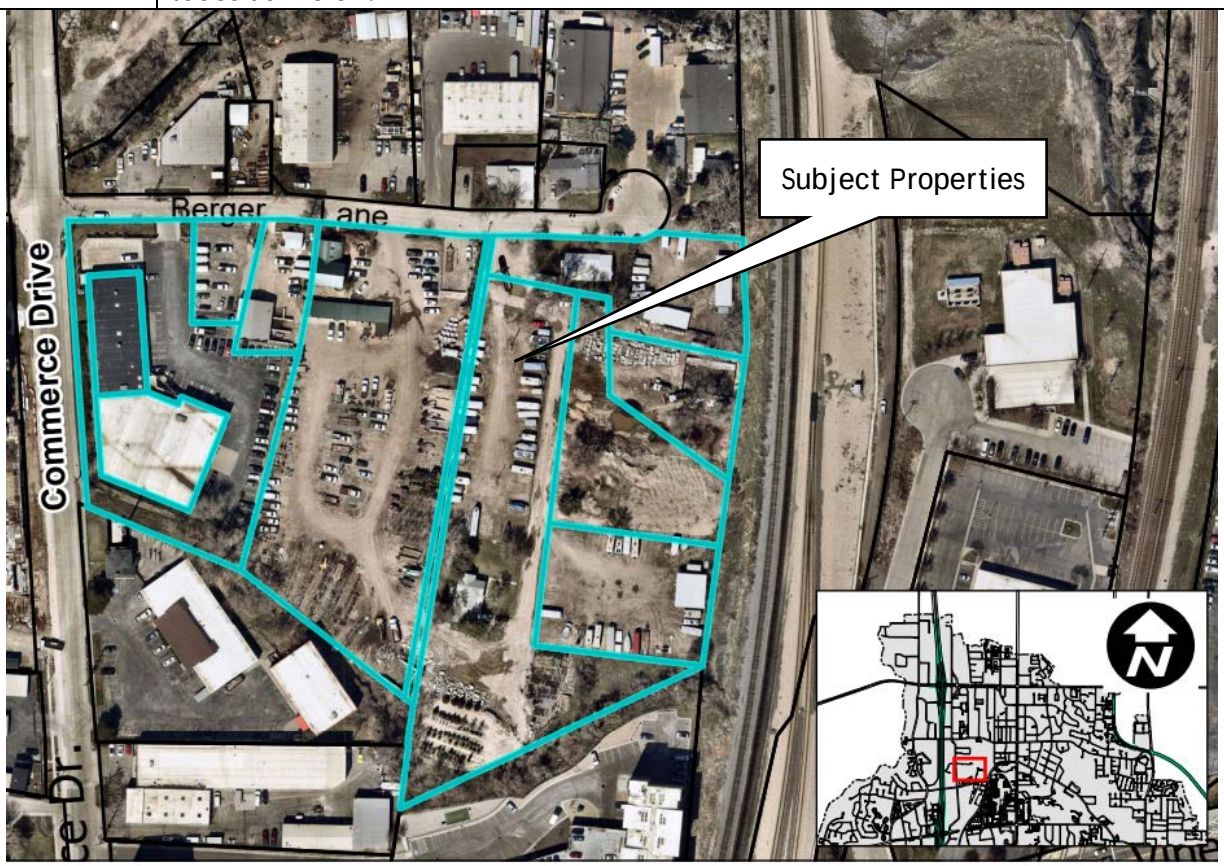
STUBLER SUBDIVISION
6847 SOUTH JEFFERSON STREET
MURRAY CITY, UTAH

PROJECT NO. 2301002

DETAIL SHEET

CDT.01
8 OF 8

AGENDA ITEM # 7 – Berger Station & Berger Place Condominiums			
ITEM TYPE:	Subdivision Amendment Review		
ADDRESS:	171 to 277 West Berger Lane	**MEETING DATE:**	June 15, 2023
APPLICANT:	Jared Shupe, Mighty Munchkins & Kaltech Holdings, LLC	**STAFF:**	Susan Nixon, Senior Planner
PARCEL ID:	21-12-255-026, 027, 028,029, 016, 017, 018, 019, 010, 21-12-257-001, 002, 003	**PROJECT NUMBER:**	23-062
ZONE:	MCMU		
SIZE:	9.397 – acre site | 409,333 sqft		
REQUEST:	The applicant is requesting to vacate Berger Place Condominiums and preliminary and final subdivision approval for Berger Station Subdivision, a two-lot subdivision.		



LAND USE ORDINANCE

Utah State Code 10-9a-609 & 10-9a-608 requires Land Use Authority approval for vacation of or amendment to a plat. Title 16, Subdivision Ordinance, Section 16.04.30(F) requires the subdivision of property to be reviewed and approved by Murray City Planning Commission as the Land Use Authority.

The proposed subdivision vacation and preliminary & final subdivision proposal have been reviewed for compliance with the requirements of the MCMU, Murray Central Mixed-Use Zone as outlined in Chapter 17.146 of the Murray City Land Use Ordinance.

II. BACKGROUND

The applicants would like to vacate the Berger Place Condominiums and include that property with a new proposed Berger Station Subdivision, a two-lot subdivision. The property owner would like to eventually develop a multi-family project on the new Lot 102. The current owner plans to retain Lot 101 with the existing building. Berger Place Condominiums was created in 2003. Berger Place Condominiums is solely owned by Kaltech Holdings, LLC.

Project Location

The subject properties are a large industrial area located on the south side of Berger Lane east of Commerce Drive. The property labeled as Lot 101 includes an existing building on the southeast corner of Commerce Drive and Berger Lane. The other existing structures will be demolished in anticipation of a future multi-family development.

Surrounding Land Use and Zoning

Direction	Land Use	Zoning
North	Industrial Uses, Single-Family Residence	MCMU
South	Industrial Use & Multi-Family Apartments	MCMU
East	Railroad Right of way	MCMU
West	Multi-Family Apartments	MCMU

Project Description & Review

The proposal is intended to vacate the Berger Place Condominium plat, eliminating Unit 1 and Unit 2 along with the common area, and will consolidate twelve (12) lots/parcels and create two (2) new lots with the potential to develop the larger Lot 102 in the future. The MCMU Zone does not have a minimum square footage for commercial and multi-family uses. The request to vacate the Berger Place Condominiums shows good cause in order to accommodate future development while maintaining the existing building and associated parking and no public street or municipal utility easement has been vacated.

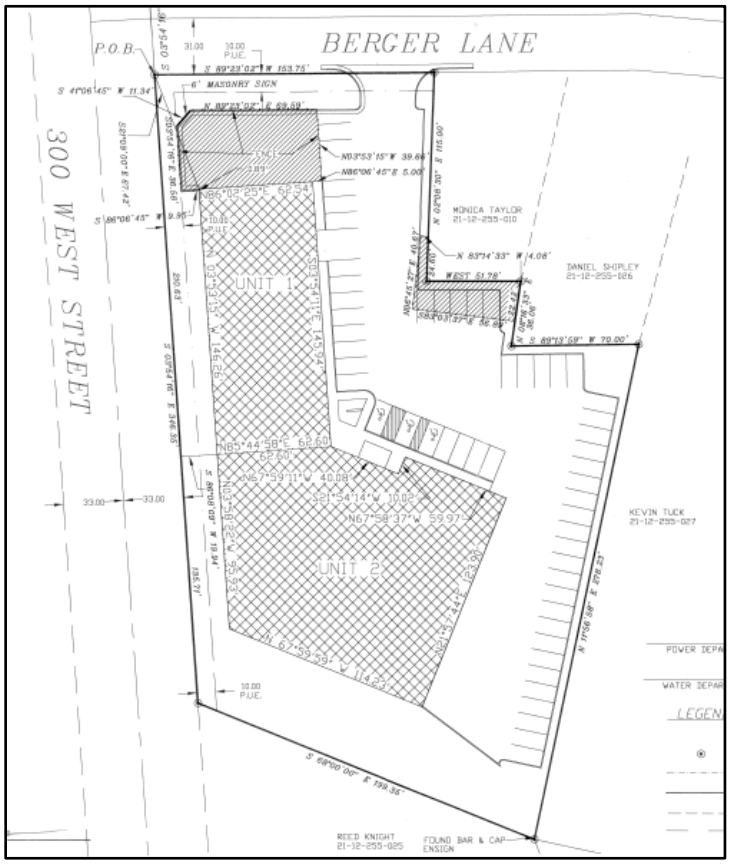


Figure 1: Existing Subdivision

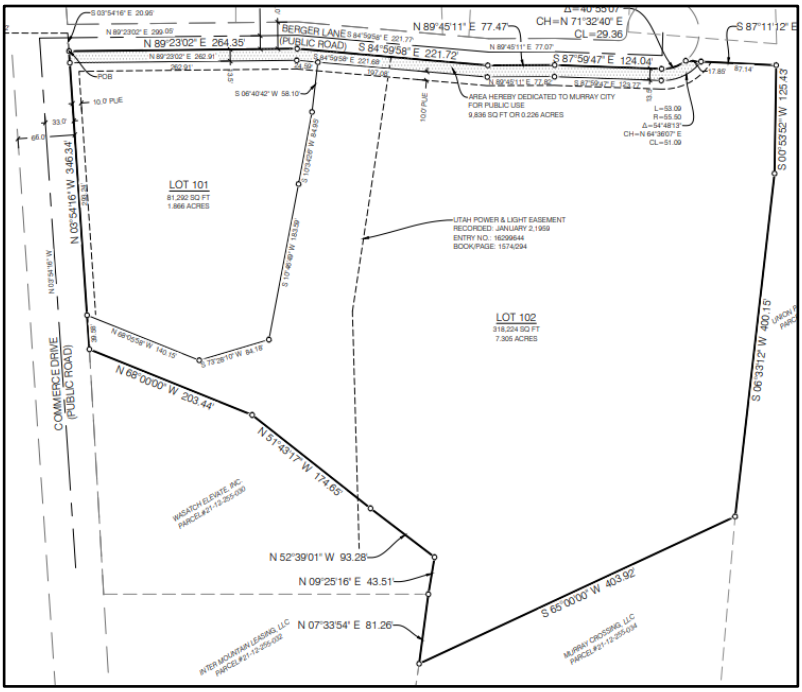


Figure 2: Proposed Subdivision

Utilities & Improvements

The existing utilities will continue to serve the existing building on the southeast corner of Berger Lane and Commerce Drive. There is an existing power line easement (in favor of Rocky Mountain Power) that will need to be maintained and included on the proposed Berger Station plat. Modifications to utility placement and size will be addressed with future applications for development.

Parking

The subdivision amendment request is to retain an existing building and associated parking and create a second vacant lot. Improvements for the new vacant lot will be addressed at which time an application for development is submitted. The existing structure on the proposed lot #101 has an improved parking lot. The current configuration of the building and parking lot will remain as it currently exists. Parking associated with Lot 102 will be reviewed as part of any future development.

III. STATE AND MUNICIPAL CODE REVIEW STANDARDS

Title 16, Subdivision Ordinance, Section 16.04.030(F) requires the applications for modifications of subdivisions of property to be reviewed and approved by the Murray City Planning Commission as the Land Use Authority. Murray City Code Title 16, Subdivision Ordinance and Utah State Code (10-9a-604 and 10-9a-609) outlines the process:

A. Terms: Any division of real property located within the City is subject to the terms of this title. The division of real property includes any sale, gift, transfer, conveyance, split or other division that results in changing the boundaries or legal description of a given parcel of real property.

B. The Planning Commission shall act as the final Land Use Authority to approve (1) subdivision amendments and vacations; and (2) the establishment of requirements and design standards for public improvements. It shall make investigations, reports, and recommendations on proposed subdivisions as to their conformance to the general plan and Title 17 of this code, and other pertinent documents as it deems necessary. After completing its review of the proposed amendments, the Planning Commission shall approve or disapprove the amendments in accordance with section 16.12.070 of the Code.

C. The Land Use Authority may approve the vacation or amendment of a plat by signing an amended plat showing the vacation or amendment if the land use authority finds that: (a) there is good cause for the vacation or amendment, and (b) no public street or municipal utility easement has been vacated or amended.

IV. CITY DEPARTMENT REVIEW

The application and materials were distributed to various departments for their review and comments on May 30, 2023. The following comments have been provided in response. Where appropriate, the comments are addressed as conditions of approval:

Engineering Division

- Meet City Subdivision requirements and standards – City Code Title 16.

Wastewater Division

- Plat sheet must show the existing utility easement as well as the new utility easement that will be in place for the project.

Water Division

- Plat sheet must show the existing utility easement as well as the new utility easement that will be in place for the project
- All water work must be done to Murray City Water's Specification and Requirements.

Power Department

- The developer will need to meet with Murray City Power to discuss planning the new power service(s) and future equipment placement to the building(s) with additional line extension costs to provide electrical service.
- The developer must meet all Murray City Power Department requirements and the current NESC/NEC code and provide the required easement/clearance(s) for equipment and Power lines.
- Please contact John Galanis 801-264-2723 for meter placement on the building(s) and proper metering equipment requirements before construction begins.

V. PUBLIC INPUT

Sixty-five (65) notices were mailed to property owners within a 500' radius and to affected entities. As of the writing of this staff report, there have been no comments.

VI. FINDINGS

Based on the analysis and review of the proposed subdivision vacation and proposed subdivision of the subject properties, staff concludes the following:

1. The subdivision of land is allowed by Utah State Code Section 10-9a-608, and 10-9a-609 with conditions this proposed subdivision amendment will meet the requirements therein.
2. There is good cause for the vacation or amendment, and no public street or municipal utility easement has been vacated or amended.
3. The proposed subdivision complies with the MCMU Zoning regulations.
4. The proposed subdivision amendment complies with the regulations of Title 16, the Subdivision Ordinance, and with the applicable standards of Chapter 17.146, of the Murray Land Use Ordinance.

VII. CONCLUSION/RECOMMENDATION

Based on the information presented in this report, application materials submitted and a site review, staff recommends that the **Planning Commission grant approval to vacate Berger Place Condominiums and grant preliminary & final subdivision approval for Berger Station Subdivision on the properties located 171, 173, 175,177, 179, 237, 257, 261, 273, 277 West Berger Lane,** subject to the following conditions:

1. The project shall meet Murray City Engineering requirements including the following:

a. Meet City Subdivision requirements and standards – City Code Title 16.

2. Meet all Wastewater Division requirements including the following:
   a. Plat sheet must show the existing utility easement as well as the new utility easement that will be in place for the project.

3. Meet all Water Division requirements including the following:
   a. Plat sheet must show the existing utility easement as well as the new utility easement that will be in place for the project
   b. All water work must be done to Murray City Water's Specification and Requirements.

4. Meet all Power Department requirements including the following:
   a. The developer will need to meet with Murray City Power to discuss planning the new power service(s) and future equipment placement to the building(s) with additional line extension costs to provide electrical service.
   b. The developer must meet all Murray City Power Department requirements and the current NESC/NEC code and provide the required easement/clearance(s) for equipment and Power lines.
   c. Please contact John Galanis 801-264-2723 for meter placement on the building(s) and proper metering equipment requirements before construction begins.

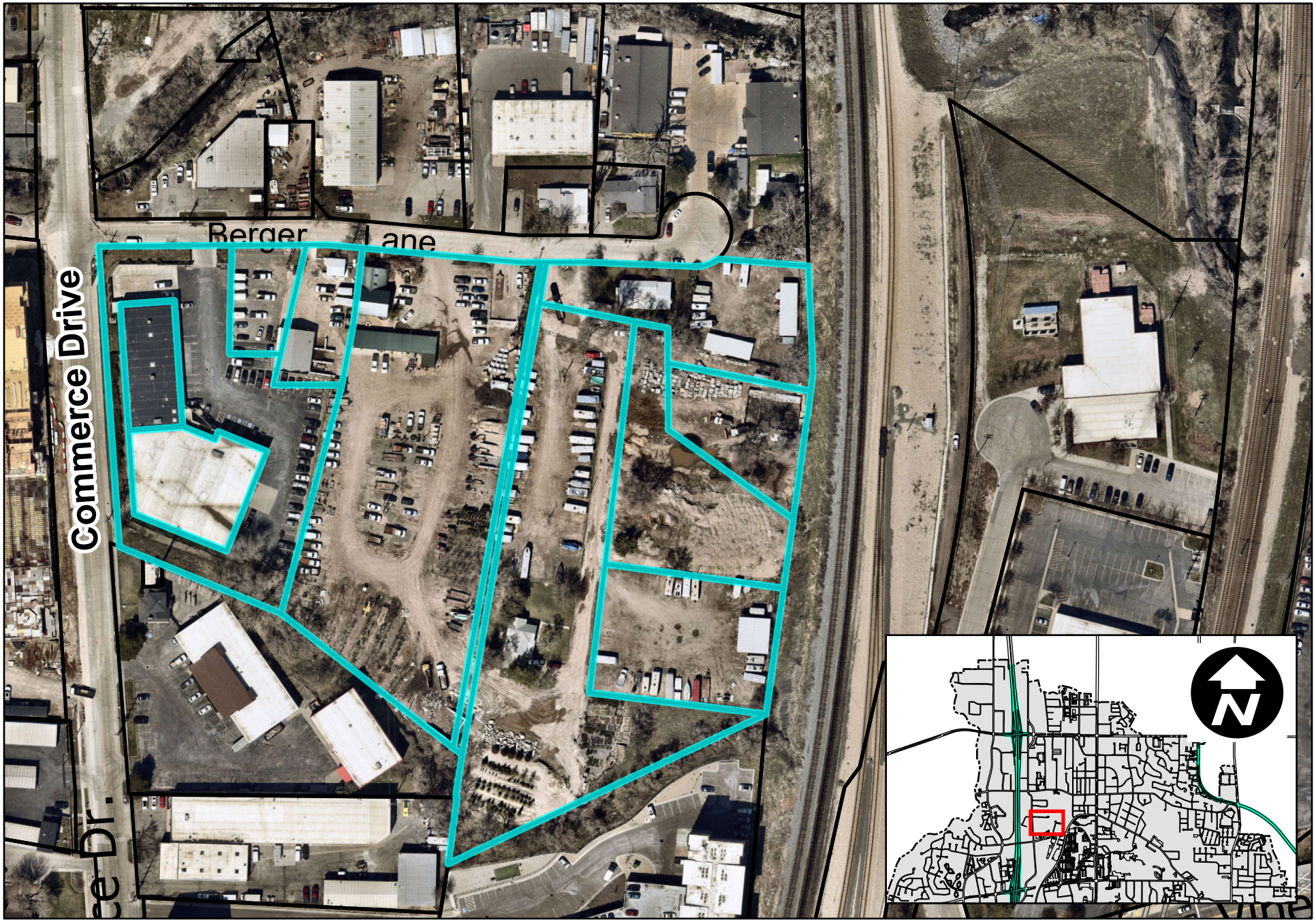
5. Meet all Fire Department requirements.

6. The project shall meet all requirements of the Murray City Land Use Ordinance.

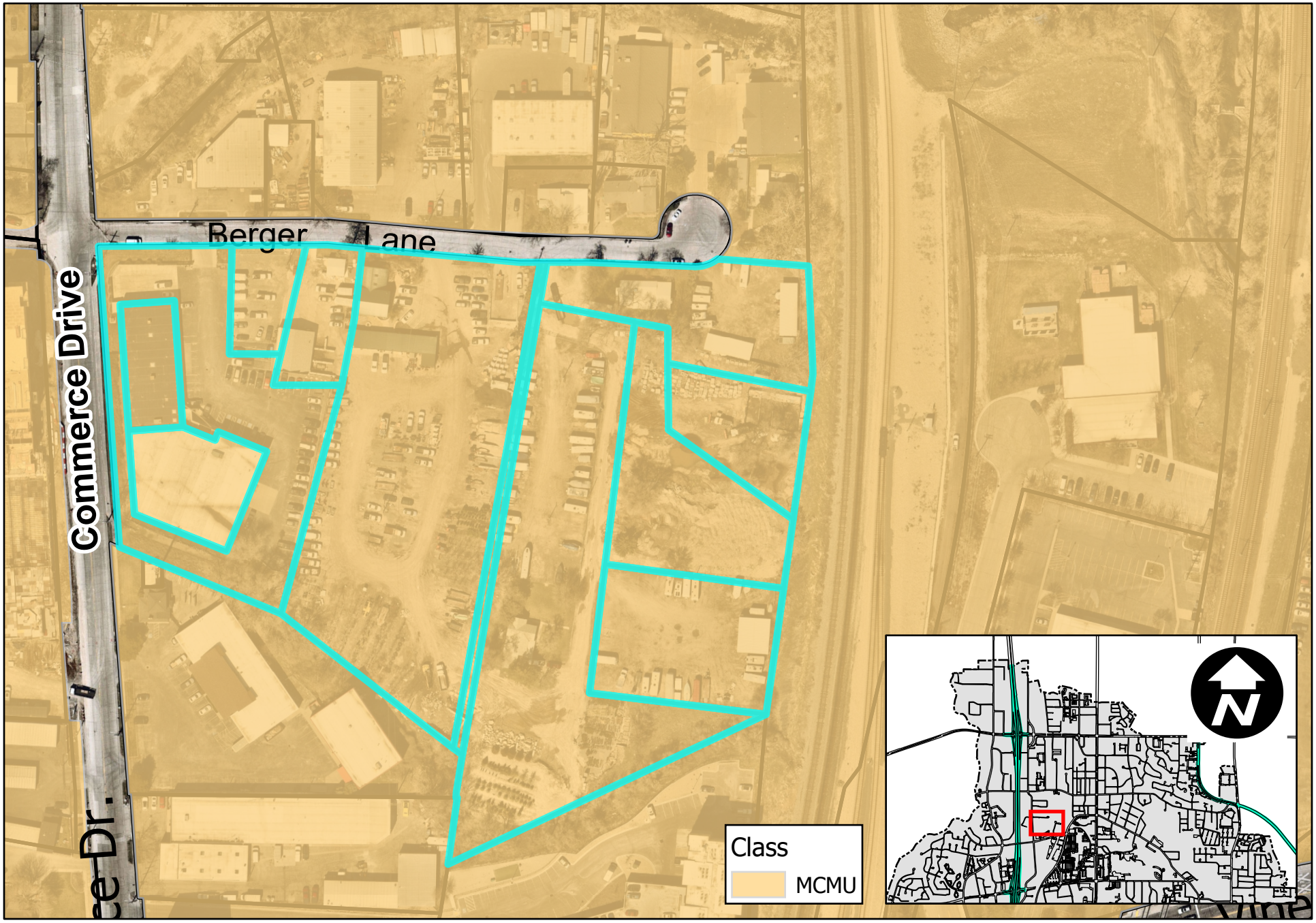
7. The applicant shall prepare the Subdivision plat which complies with all requirements of Title 16, Murray City Subdivision Ordinance.

8. The subdivision plat shall be recorded within one year of the final approval by the Planning Commission or the subdivision plat approval shall be null and void.

171-277 West Berger Lane



171-277 West Berger Lane



MURRAY CITY CORPORATION
COMMUNITY & ECONOMIC DEVELOPMENT

Planning Division 801-270-2430

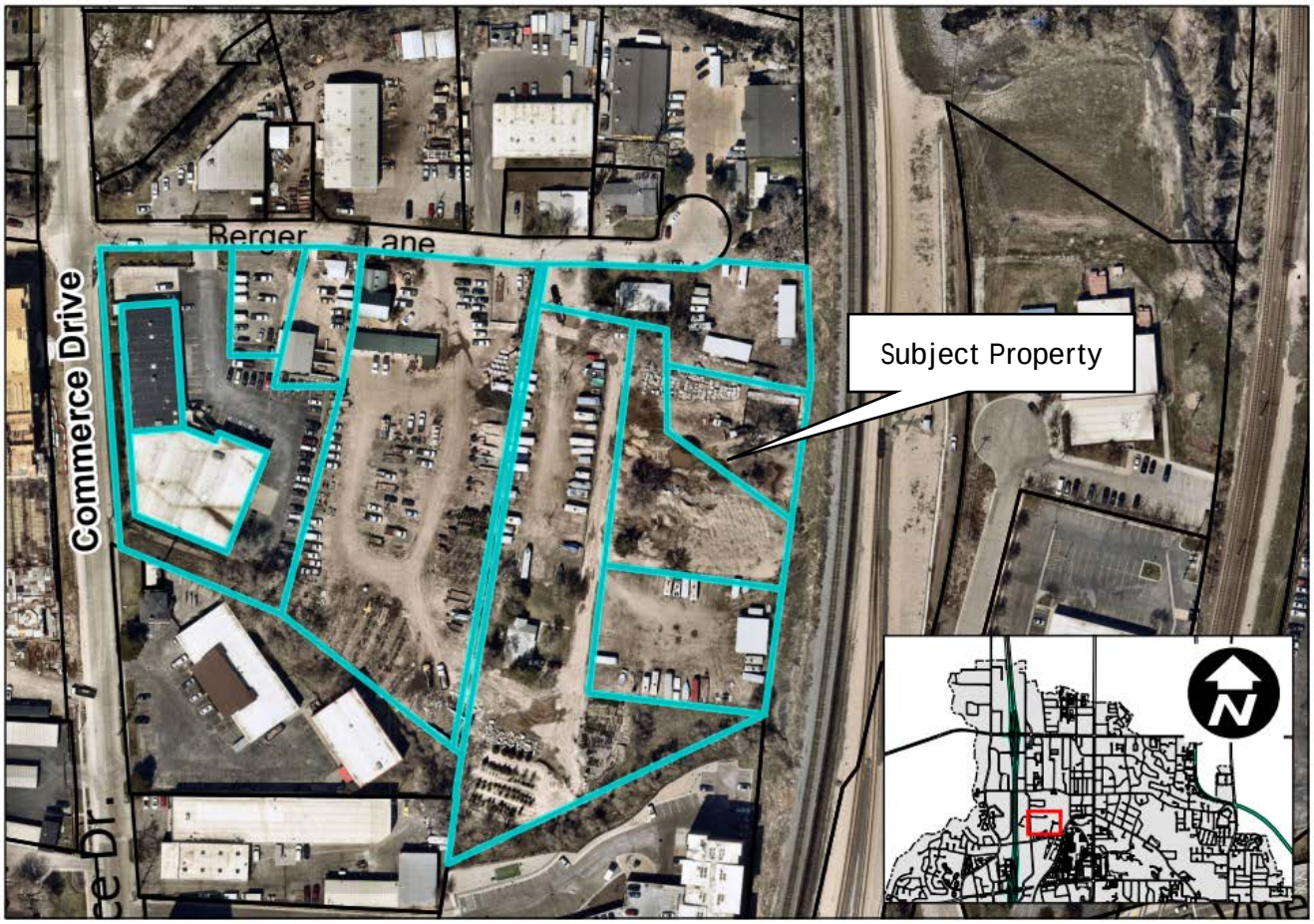
NOTICE OF PUBLIC MEETING

June 15, 2023, 6:30 PM

The Murray City Planning Commission will hold a public meeting on Thursday, June 15, 2023, at 6:30 p.m. in the **Murray City Municipal Council Chambers, located at 10 East 4800 South** to receive public comment on an application submitted by representatives of Mighty Munchkins for vacating Berger Place Condominiums and preliminary and final subdivision approval for Berger Station Subdivision, a two-lot subdivision, to be created at the properties located at **171 West to 277 West Berger Lane**. Please see the attached plans.

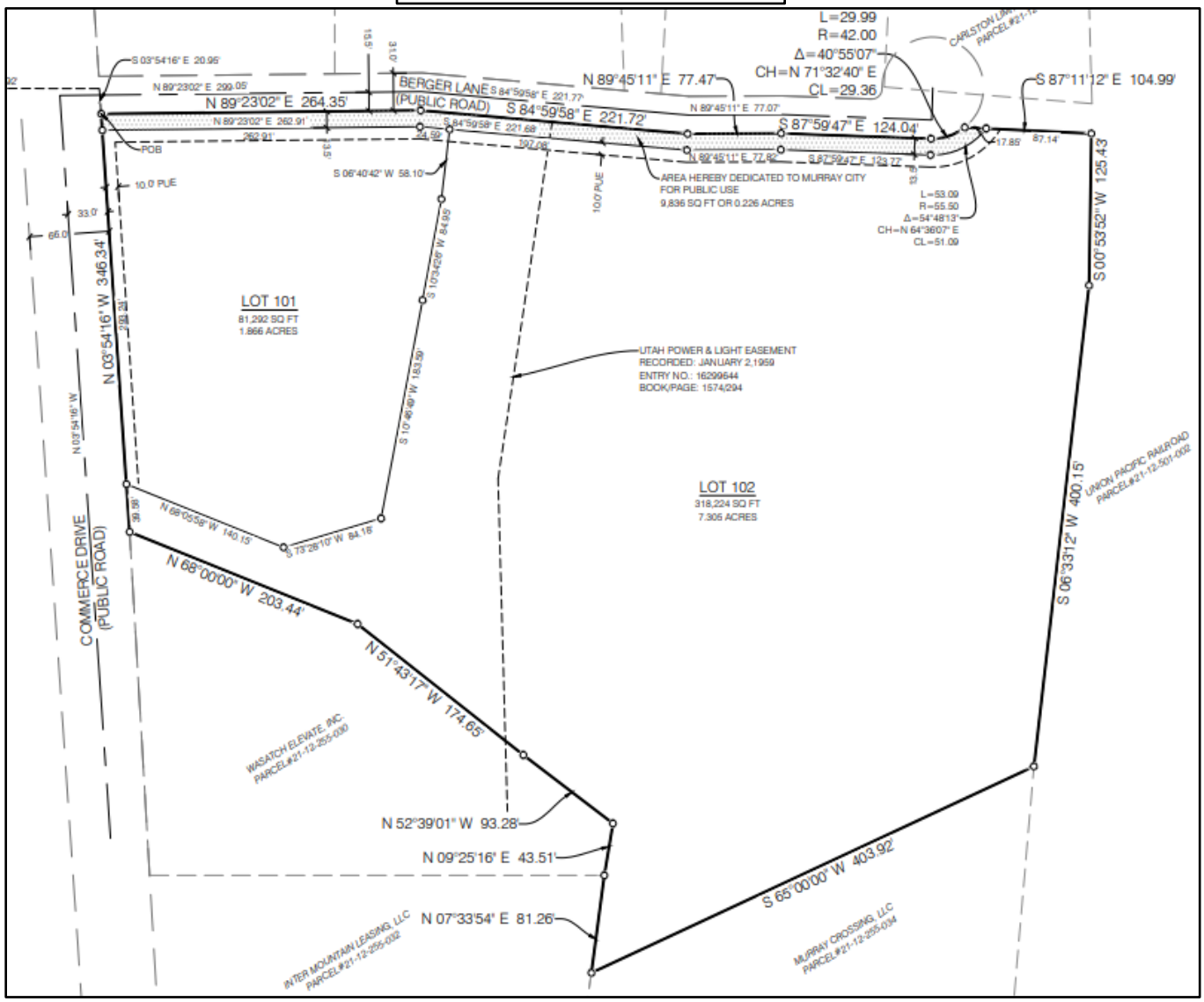
The meeting is open and the public is welcome to attend in person or you may submit comments via email at planningcommission@murray.utah.gov. If you would like to view the meeting online, you may watch via livestream at www.murraycitylive.com or www.facebook.com/MurrayCityUtah/.

Comments are limited to 3 minutes or less, written comments will be included in the meeting record.



This notice is being sent to you because you own property within 500 feet of the subject properties. If you have questions or comments concerning this proposal, please call Susan Nixon at 801-270-2423, snixon@murray.utah.gov, or e-mail planningcommission@murray.utah.gov, 801-270-2430.

Public Notice Dated | June 1st, 2023



Special accommodations for the hearing or visually impaired will be upon a request to the office of the Murray City Recorder (801-264-2660). We would appreciate notification two working days prior to the meeting. TTY is Relay Utah at #711.

SUBDIVISION & FLAG LOT APPLICATION

Project #23-062

Type of Application (check all that apply):

☐ **Preliminary Subdivision** ☐ **Final Subdivision** ☐ **Subdivision Amendment**

Subdivision Name: Berger Station Subdivision

Subject Property Address: 171-277 W-Berger Lane, Murray

Parcel Identification (Sidwell) Number: 21-12-255-029, -016, -017, -018, -019, -026, 027, -010, 028
21-12-257-001, -002, -008

Parcel Area: 9.397 Current Use: COMMERCIAL

Zoning Classification: ~~M-U~~ MCMU

Applicant Name: Mighty Munchkins

Mailing Address: 237 W. Berger Ln

City, State, ZIP: Murray, UT. 84107

Daytime Phone #: 801-301-3031 Fax #:

Email Address: jerale@shupebuilders.com

Business Name (If applicable): MIGHTY MUNCHKINS & KELTOGG HOLDINGS

Property Owner's Name (If different): SAME

Property Owner's Mailing Address: 237 W. Berger Lane

City, State, Zip: Murray, UT. 84107

Daytime Phone #: 801-301-3031 Fax #:

Describe your request in detail (use additional page if necessary): VACATE Berger Place CONDOMINIUM NO
Combine ABOVE PARCELS INTO 2 LOTS (2 TAX PARCELS)
2 LOT SUBDIVISION

Authorized Signature: Date: 5/11/23

Property Owners Affidavit

I (we) Jared Sharpe, 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.

Owner's Signature

Owner's Signature (co-owner if any)

Subscribed and sworn to before me this 10th day of May, 2023.

State of Utah

§

County of Salt Lake

Notary Public

Residing in: Salt Lake City, Utah

My commission expires: 5-12-2026

TIFFANY BOWLES
Notary Public State of Utah
My Commission Expires on:
May 12, 2026
Comm. Number: 723855

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)

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.

State of Utah

§

County of Salt Lake

Notary Public

Residing in: _____

My commission expires: _____

Property Owners Affidavit

I (we) Lance Kingdon, 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.

Owner's Signature

Owners representative
Owner's Signature (co-owner if any)

Subscribed and sworn to before me this 19 day of April, 2023.

CARSEN KEITH THOMPSON
Notary Public State of Utah
My Commission Expires on:
April 12, 2026
Comm. Number: 724147

Notary Public

Residing in Salt Lake County

My commission expires: April 12, 2026

Agent Authorization

I (we), Lance Kingdon, the owner(s) of the real property located at 273 West Bergen Lane, in Murray City, Utah, do hereby appoint Mighty Munchkins, as my (our) agent to represent me (us) with regard to this application affecting the above described real property, and authorize Mighty Munchkins to appear on my (our) behalf before any City board or commission considering this application.

Owner's Signature

Owners representative
Owner's Signature (co-owner if any)

On the 19 day of April, 2023, personally appeared before me Lance Kingdon the signer(s) of the above *Agent Authorization* who duly acknowledge to me that they executed the same.

CARSEN KEITH THOMPSON
Notary Public State of Utah
My Commission Expires on:
April 12, 2026
Comm. Number: 724147

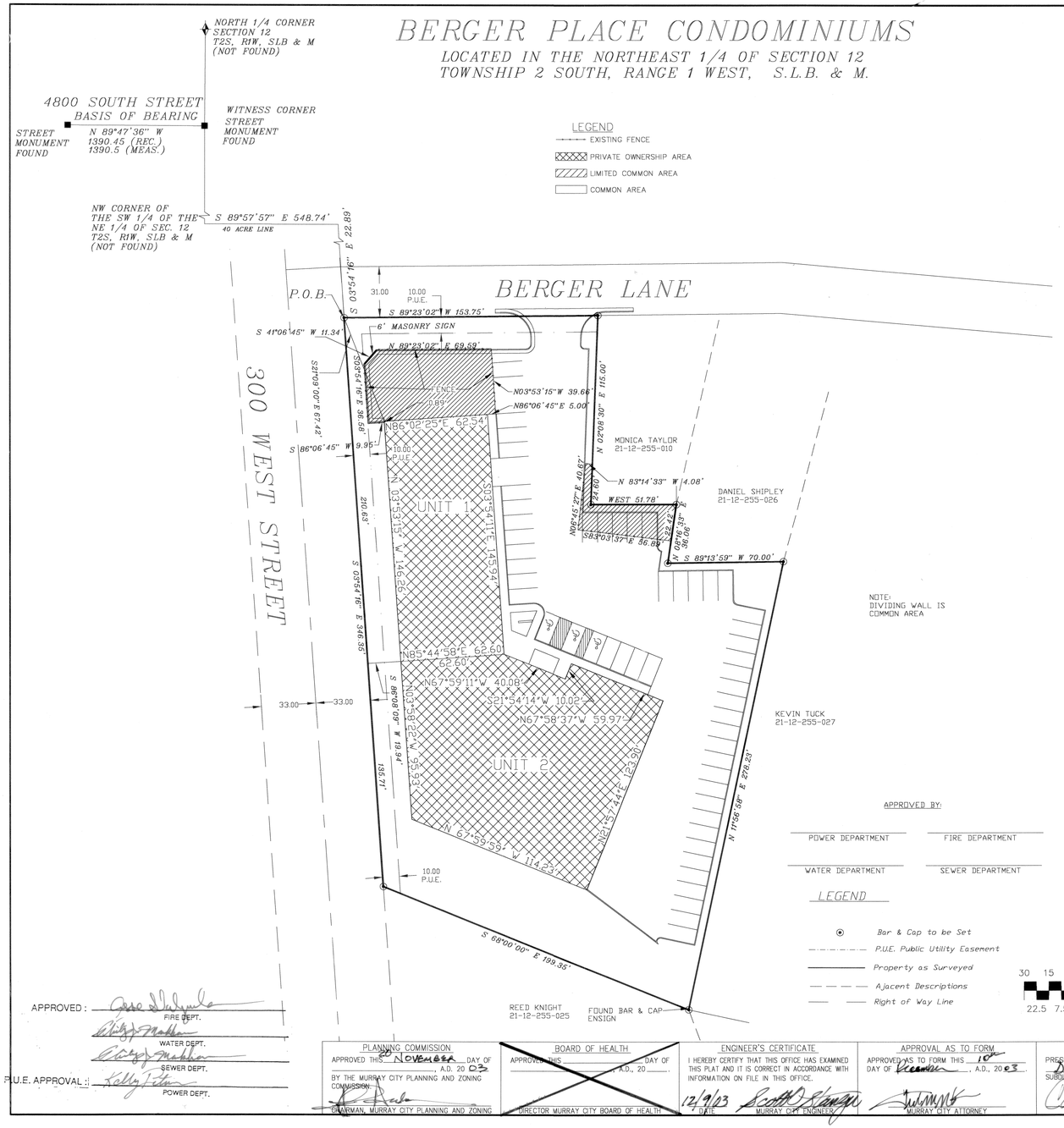
Notary public

Residing in Salt Lake County

My commission expires: April 12, 2026

BERGER PLACE CONDOMINIUMS

LOCATED IN THE NORTHEAST 1/4 OF SECTION 12 TOWNSHIP 2 SOUTH, RANGE 1 WEST, S.L.B. & M.



LEGEND

- EXISTING FENCE
- PRIVATE OWNERSHIP AREA
- LIMITED COMMON AREA
- COMMON AREA

APPROVED BY:

POWER DEPARTMENT | FIRE DEPARTMENT

WATER DEPARTMENT | SEWER DEPARTMENT

LEGEND

- Bar & Cap to be Set
- P.U.E. Public Utility Easement
- Property as Surveyed
- Adjacent Descriptions
- Right of Way Line

APPROVED:
FIRE DEPT.
WATER DEPT.
SEWER DEPT.
P.U.E. APPROVAL:
POWER DEPT.

PLANNING COMMISSION	BOARD OF HEALTH	ENGINEER'S CERTIFICATE	APPROVAL AS TO FORM	MURRAY CITY MAYOR
APPROVED THIS 20 NOVEMBER DAY OF ____, A.D. 20 03 BY THE MURRAY CITY PLANNING AND ZONING COMMISSION.	APPROVED THIS ____ DAY OF ____, A.D., 20____.	I HEREBY CERTIFY THAT THIS OFFICE HAS EXAMINED THIS PLAT AND IT IS CORRECT IN ACCORDANCE WITH INFORMATION ON FILE IN THIS OFFICE.	APPROVED AS TO FORM THIS 10th DAY OF December, A.D., 2003.	PRESENTED TO MURRAY CITY THIS 10 DAY OF DECEMBER, A.D., 2003. AT WHICH TIME THIS SUBDIVISION WAS APPROVED AND ACCEPTED.
CHAIRMAN, MURRAY CITY PLANNING AND ZONING	DIRECTOR MURRAY CITY BOARD OF HEALTH	12/9/03 DATE — MURRAY CITY ENGINEER	MURRAY CITY ATTORNEY	CLERK — MAYOR

21-12-21
21-12-255-001

SURVEYOR'S CERTIFICATE

I, L MARK NEFF, do hereby certify that I am a Registered Civil Engineer, and or Land Surveyor, and that I hold certificate no.172065, as prescribed under the laws of the State of Utah. I further certify that by authority of the Owners, I have made a survey of the tract of land shown on this plat and described below, and have subdivided said tract of land into lots and streets, hereafter to be known as

BERGER PLACE CONDOMINIUMS

and that same has been correctly surveyed and staked on the ground as shown on this plat.

BOUNDARY DESCRIPTION

BEGINNING AT THE INTERSECTION OF THE EAST LINE OF 300 WEST STREET, A 66.00' RIGHT-OF-WAY AND THE SOUTH LINE OF BERGER LANE, A 31.00' RIGHT-OF-WAY, AS SHOWN ON A ROAD DEDICATION PLAT FOR BERGER LANE AS FOUND ON FILE IN THE OFFICE OF THE SALT LAKE COUNTY RECORDERS OFFICE, ENTRY No. 98-9P-235, SAID POINT BEING S 00°6'54" E 1330.15 FEET ALONG THE QUARTER SECTION LINE TO THE NORTHWEST CORNER OF THE SOUTHWEST ¼ OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 2 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, AND S 89°57'57" E 548.74 FEET ALONG THE 40 ACRE LINE AND S 03°54'16" E 228.89 FEET FROM THE NORTH ¼ CORNER OF SECTION 12, TOWNSHIP 2, SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, RUNNING THENCE S 03°54'16" E 346.35 FEET ALONG THE EAST LINE OF 300 WEST STREET; THENCE S 68°00'00" E 199.35 FEET; THENCE N 11°56'58"E 278.23 FEET; THENCE S 89°13'59" W 70.00 FEET; THENCE N 08°16'33" E 36.06 FEET; THENCE WEST 51.78 FEET TO THE INTERSECTION WITH THE EXTENSION OF AN EXISTING FENCE LINE; THENCE N 02°08'30" E 115.00 FEET TO AND ALONG SAID FENCE LINE TO THE SOUTH LINE OF BERGER LANE; THENCE S 89°23'02" W 153.75 FEET ALONG THE SOUTH LINE OF SAID BERGER LANE TO THE POINT OF BEGINNING.
CONTAINS 75,999 SQ.FT. 1.745 ACRES.

PROFESSIONAL ENGINEER AND LAND SURVEYOR — L. MARK NEFF — P.E. #172065-2202 — L.S. #172065-2201 — STATE OF UTAH

Dec 1, 2003
DATE

L. MARK NEFF

OWNER'S DEDICATION

Know all men by these presents that ___, the ___ undersigned owner(s) of the above described tract of land, has caused same to be subdivided into lots to be hereafter known as the

BERGER PLACE CONDOMINIUMS

does hereby dedicate for perpetual use of the public all parcels of land shown on this plat as intended for public use.

In witness whereof Dell W. Phillips & Russ Groomer, Managers of Last Chance Management, L.L.C. have hereunto set their hands this 2nd day of December, A.D., 2003.

Last Chance Management, L.L.C., a Utah Limited Liability Company by

Dell W. Phillips, Manager — Russ Groomer, Manager

ACKNOWLEDGMENT

STATE OF UTAH } S.S.
County of Salt Lake }

On the 2nd day of December, A.D., 2003, personally appeared before me, the undersigned Notary Public, in and for said County of Salt Lake in said State of Utah, the signer(s) of the above Owner's Dedication, two in number, who duly acknowledged to me that they * signed it freely and voluntarily and for the uses and purposes therein mentioned

* Dell W. Phillips and Russ Groomer, as Managers of Last Chance Management, L.L.C.

MY COMMISSION EXPIRES: 10/10/04

Dawn B. Showalter
NOTARY PUBLIC
RESIDING IN SALT LAKE COUNTY

BERGER PLACE CONDOMINIUMS

LOCATED IN THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 2 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN

RECORDED # 8924940
STATE OF UTAH, COUNTY OF SALT LAKE, RECORDED AND FILED AT THE REQUEST OF
FABIAN & CLENDENIN
DATE 12-16-03 TIME 11:25AM BOOK 2003P PAGE 392
$60.00 FEE $
Jeanne Freddy CHIEF DEPUTY SALT LAKE COUNTY RECORDER
2003P-392

neff
ENGINEERS & ASSOCIATES INC.
4659 SOUTH 2300 EAST SUITE 104
SALT LAKE CITY UTAH 84117
CONSULTANTS IN ENGINEERING, PLANNING, AND LAND SURVEYING
tel. (801) 272-8941
fax (801) 272-3548

CLIENT: Dan Anderson
ADDRESS:
PHONE: 323-2223

Record of Survey Map of
Berger Place Condominiums

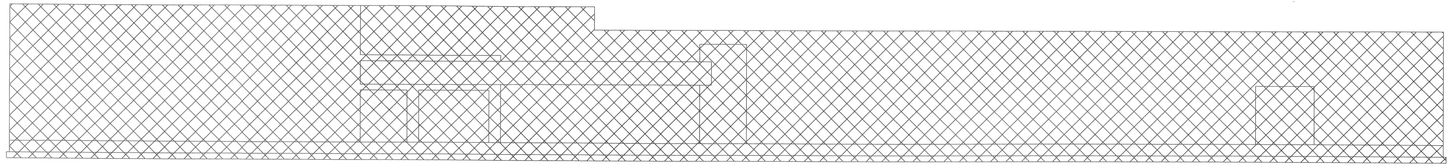
ADDRESS: 275 West Berger Lane, Murray, UT

SURVEY LOCATION:
NE 1/4 Section 12
T2S, R1W
S.L.B.&M.

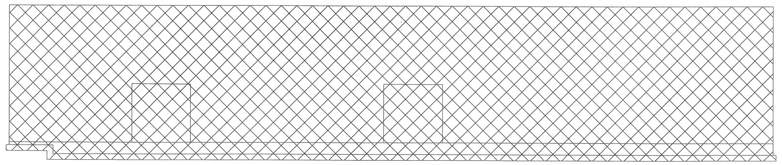
REVISIONS:

DATE	DESCRIPTION
12/1/03	REDLINES

DRAWING BY: J. Speulda
CHECKED BY: L. Mark Neff
COMPUTER FILE: D:\Land Projects R2\2443\dwg\2443.dwg
DATE: 12-1-03
FILE NO. 2443
SHEET NO. 1 of 2

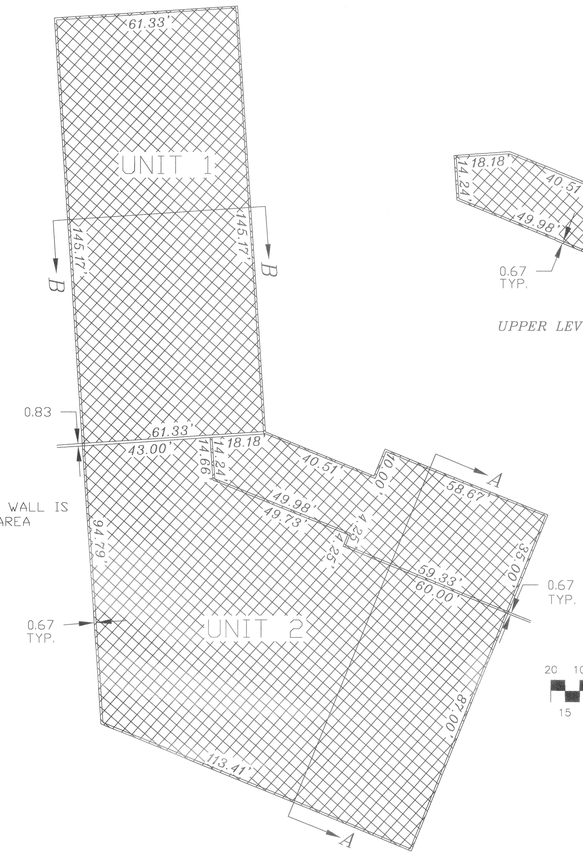


EAST ELEVATION



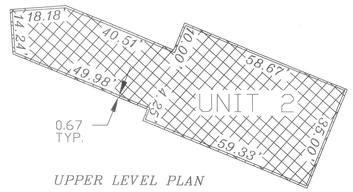
SOUTH ELEVATION

10 5 0 10 30
7.5 2.5
Scale: 1"=10'



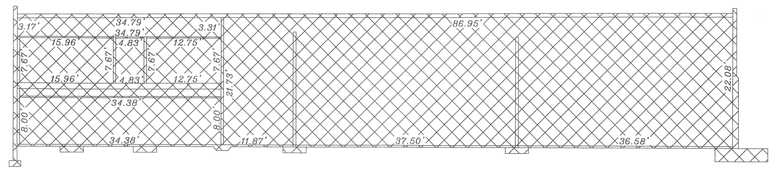
NOTE:
DIVIDING WALL IS COMMON AREA

MAIN LEVEL PLAN

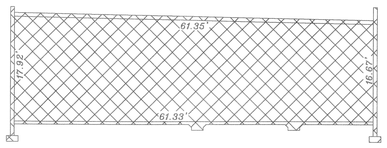


UPPER LEVEL PLAN

20 10 0 20 60
15 5
Scale: 1"=20'



SECTION A–A



SECTION B–B

10 5 0 10 30
7.5 2.5
Scale: 1"=10'

CONDOMINIUM ELEVATIONS (MAIN FLOOR)	
UNIT 1	4269.26
UNIT 2	4269.26

LEGEND
- EXISTING FENCE
- PRIVATE OWNERSHIP AREA
- LIMITED COMMON AREA
- COMMON AREA

N
W E
S

PROFESSIONAL ENGINEER AND LAND SURVEYOR
6613
L. MARK NEFF
P.E. #172865-2202
L.S. #172865-2201
STATE OF UTAH

2003P-392

neff
CONSULTANTS IN ENGINEERING, PLANNING, AND LAND SURVEYING
ENGINEERS & ASSOCIATES INC.
4659 SOUTH 2300 EAST SUITE 104 tel. (801) 272-8341
SALT LAKE CITY UTAH 84117 fax (801) 272-8348

CLIENT:
ADDRESS:

Record of Survey Map of
Berger Place Condominiums
ADDRESS: 275 West Bergner Lane Murray, UT

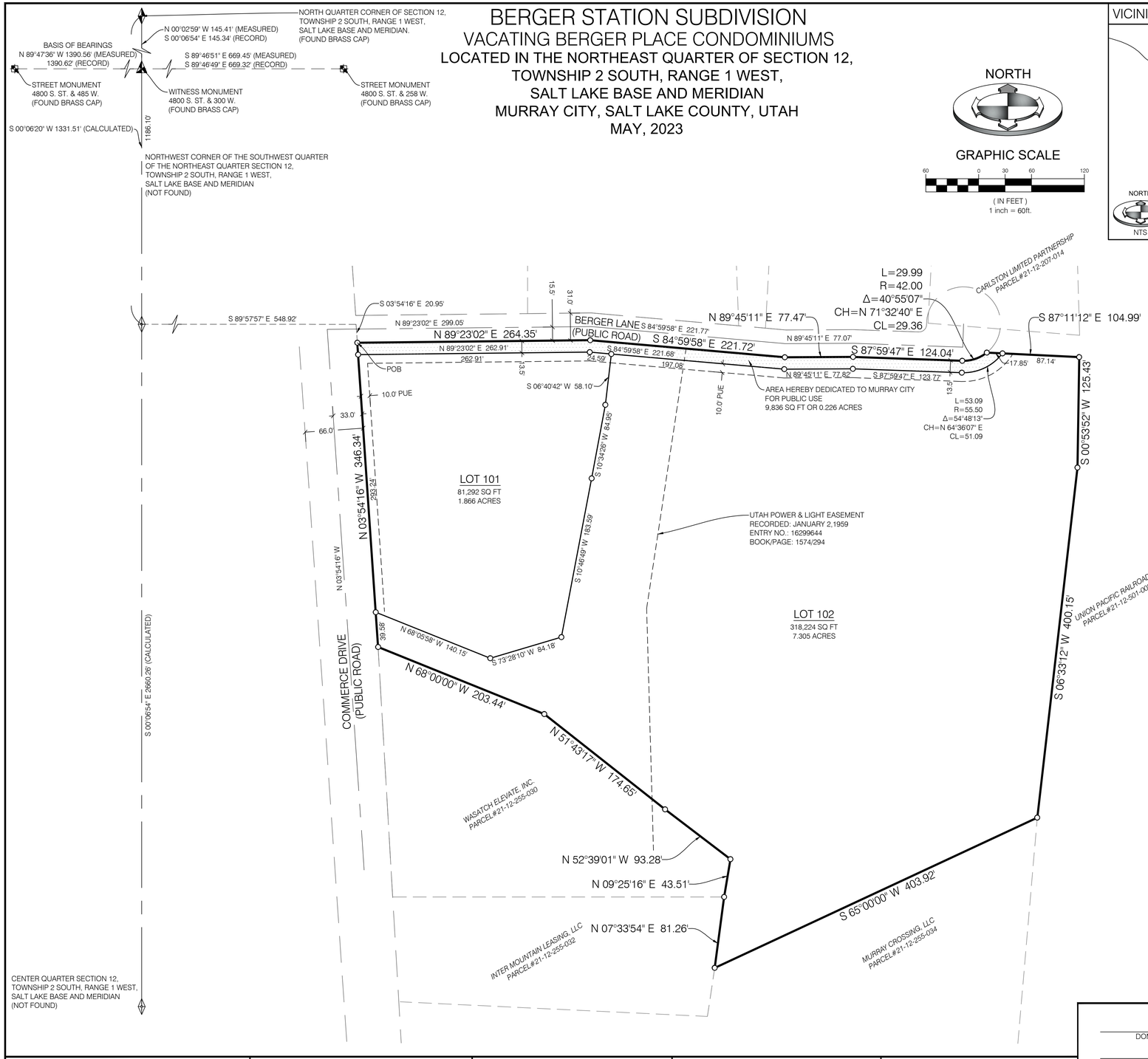
SURVEY LOCATION:
NE 1/4 Section 12
T2S, R1W
S.L.B.&M.

REVISIONS:

DATE	DESCRIPTION

DRAWING BY: J. Speulda
CHECKED BY: L. Mark Neff
COMPUTER FILE: D:\Land Projects R2\2443\dwg\2443.dwg
DATE: 11-4-03
FILE NO. 2443
SHEET NO. 2 of 2

BERGER STATION SUBDIVISION
VACATING BERGER PLACE CONDOMINIUMS
LOCATED IN THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 2 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN
MURRAY CITY, SALT LAKE COUNTY, UTAH
MAY, 2023



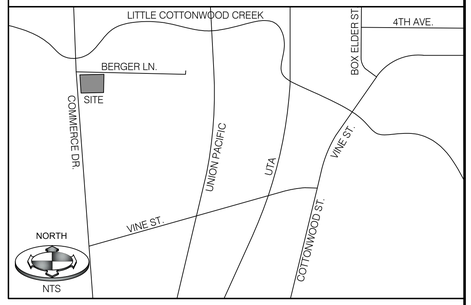
NORTH

GRAPHIC SCALE

60 0 30 60 120

(IN FEET)
1 inch = 60ft.

VICINITY MAP



LEGEND

- BOUNDARY CORNER (SET ⅝ REBAR AND CAP)
- MONUMENT LINE
- BOUNDARY LINE
- ADJACENT PROPERTY
- STREET CENTERLINE EXISTING
- EASEMENT
- EXISTING RIGHT-OF-WAY LINE
- POB POINT OF BEGINNING
- SECTION CORNER (NOT FOUND)
- WITNESS CORNER
- SECTION CORNER & LINE (FOUND)

UTILITY NOTE:

PUBLIC UTILITIES, INCLUDING ELECTRIC, NATURAL GAS, CABLE T.V., WATER METER(S), AND TELEPHONE SHALL HAVE THE RIGHT TO INSTALL, MAINTAIN, AND OPERATE THEIR EQUIPMENT BELOW GROUND AND ALL OTHER RELATED FACILITIES WITHIN THE UTILITY EASEMENTS AND LOT AREA IDENTIFIED ON THIS PLAT MAP AS MAY BE NECESSARY OR DESIRABLE IN PROVIDING UTILITIY SERVICES WITHIN AND WITHOUT THE LOTS IDENTIFIED HEREIN, INCLUDING THE RIGHT OF ACCESS TO SUCH FACILITIES AND THE RIGHT TO REQUIRE REMOVAL OF ANY OBSTRUCTIONS INCLUDING STRUCTURES, TREES AND VEGETATION THAT MAY BE PLACED WITHIN THE EASEMENT. AT NO TIME MAY ANY PERMANENT STRUCTURES BE PLACED WITHIN THE EASEMENT OR ANY OTHER OBSTRUCTION WHICH INTERFERES WITH THE USE OF THE EASEMENT WITHOUT THE PRIOR WRITTEN APPROVAL OF THE UTILITIES WITH FACILITIES IN THE EASEMENTS.

CONTAINED WITHIN THE EASEMENTS AND LOT AREA ARE PRIVATE SANITARY SEWER AND WATER FACILITIES. THE INSTALLATION, OPERATION, MAINTENANCE, AND/OR REPLACEMENT OF PRIVATE SANITARY SEWER, STORM SEWER AND WATER FACILITIES SHALL BE THE SOLE RESPONSIBILITY OF THE OWNERS. SUCH FACILITIES ARE NOT OFFERED TO, NOR ARE THEY ACCEPTED FOR DEDICATION BY, MURRAY CITY.

SURVEYOR'S CERTIFICATE

I, BRIAN A. LINAM DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD LICENSE NO. 7240531, IN ACCORDANCE WITH TITLE 58, CHAPTER 22, OF THE PROFESSIONAL ENGINEERS AND LAND SURVEYORS ACT; I FURTHER CERTIFY THAT BY AUTHORITY OF THE OWNERS I HAVE COMPLETED A SURVEY OF THE PROPERTY DESCRIBED ON THIS SUBDIVISION PLAT IN ACCORDANCE WITH SECTION 17-23-17, HAVE VERIFIED ALL MEASUREMENTS, AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS AND STREETS, TOGETHER WITH EASEMENTS, HEREAFTER TO BE KNOWN AS BERGER STATION SUBDIVISION AND THAT THE SAME HAS BEEN CORRECTLY SURVEYED AN MONUMENTED ON THE GROUND AS SHOWN ON THIS PLAT.

BOUNDARY DESCRIPTION

BEGINNING AT THE INTERSECTION OF THE EAST LINE OF300 WEST STREET, A 66.00 FOOT RIGHT OF WAY AND THE SOUTH LINE OF BERGER LANE, A 31.00 FOOT RIGHT OF WAY, AS SHOWN ON A ROAD DEDICATION PLAT ON FILE AT THE OFFICE OF THE SALT LAKE COUNTY RECORDER IN BOOK 98-9P AT PAGE 235, SAID POINT ALSO BEING SOUTH 89°57'57" EAST 548.92 FEET AND SOUTH 03°54'16" EAST 20.95 FEET FROM THE CALCULATED LOCATION OF THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 2 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN (SAID NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 12 BEING SOUTH 00°06'20" WEST 1331.51 FEET FROM THE WITNESS CORNER FOR THE NORTH QUARTER CORNER OF SAID SECTION 12) (BASIS OF BEARINGS BEING NORTH 89°47'36" WEST BETWEEN THE WITNESS CORNER FOR THE NORTH QUARTER CORNER OF SECTION 12, TOWNSHIP 2 SOUTH, RANGE 1WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE ALONG THE SOUTHERLY RIGHT OF WAY LINE OF BERGER LAND THE FOLLOWING FIVE (5) COURSES: 1) NORTH 89°23'02" EAST 264.35 FEET; 2) SOUTH 84°59'58" EAST 221.72 FEET; 3) NORTH 89°45'11" EAST 77.47 FEET; 4) SOUTH 87°59'47" EAST 124.04 FEET; 5) NORTHEASTERLY 29.99 FEET ALONG THE ARC OF A 42.00 FOOT RADIUS CURVE TO THE LEFT, CHORD BEARS NORTH 71°32'40" EAST 29.36 FEET; THENCE SOUTH 87°11'12" EAST 104.99 FEET TOA POINT ON THE WESTERLY RIGHT OF WAY LINE OF UNION PACIFIC RAILROAD; THENCE ALONG SAID WESTERLY RIGHT OF WAY LINE THE FOLLOWING TWO (2) COURSES: 1) SOUTH 00°53'52" WEST 125.43 FEET; 2) SOUTH 06°33'12" WEST 400.15 FEET TO THE NORTHEAST CORNER OF MURRAY CROSSING SUBDIVISION, ON FILE AT THE OFFICE OF THE SALT LAKE RECORDER IN BOOK 2017P AT PAGE 129; THENCE SOUTH 65°00'00" WEST 403.92 FEET ALONG THE NORTHERLY LINE OF SAID MURRAY CROSSING SUBDIVISION; THENCE NORTH 07°33'54" EAST 81.26 FEET; THENCE NORTH 09°25'16" EAST 43.51 FEET; THENCE NORTH 52°39'01" WEST 93.28 FEET; THENCE NORTH 51°43'17" WEST 174.65 FEET; THENCE NORTH 68°00'00" WEST 203.44 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF 300 WEST STREET; THENCE NORTH 03°54'16" WEST 346.34 FEET TO THE POINT OF BEGINNING.

CONTAINS 409,351 SQ FT OR 9.397 ACRES
2 LOTS

DRAFT

5-17-23
7240531
BRIAN A. LINAM
REGISTERED PROFESSIONAL LAND SURVEYOR
STATE OF UTAH

OWNER'S DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT WE, THE UNDERSIGNED OWNER(S) OF THE ABOVE DESCRIBED TRACT OF LAND, HAVING CAUSED SAME TO BE SUBDIVIDED INTO LOTS TO BE HEREAFTER KNOWN AS THE

BERGER STATION SUBDIVISION

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

IN WITNESS WHEREOF WE HAVE HEREUNTO SET OUR HANDS THIS _____DAY OF _____A.D., 20___.

MIGHTY MUNCHKINS, LLC

ITS: MANAGING MEMBER

KALTECK INDUSTRIAL, LLC

BY:
ITS: MANAGING MEMBER

LLC ACKNOWLEDGMENT

STATE OF UTAH
County of Salt Lake } S.S.
ON THE _____ DAY OF _____ A.D., 2023, PERSONALLY APPEARED BEFORE ME _____, WHOSE IDENTITY IS PERSONALLY KNOWN TO ME (OR PROVEN ON THE BASIS OF SATISFACTORY EVIDENCE) AND WHO, BY ME DULY SWORN/AFFIRMED, DID SAY THAT HE/SHE IS A _____ OF MIGHTY MUNCHKINS, LLC, A UTAH LIMITED LIABILITY COMPANY, AND THAT THE OWNER'S DEDICATION WAS SIGNED BY HIM/HER ON BEHALF OF SAID LLC, AND SAID _____, ACKNOWLEDGED TO ME THAT SAID LLC EXECUTED THE SAME.

MY COMMISSION EXPIRES: _____ (DATE)
COMMISSION NUMBER:_____

_____ PRINT NAME
_____ NOTARY PUBLIC RESIDING IN _____ COUNTY

LLC ACKNOWLEDGMENT

STATE OF UTAH
County of Salt Lake } S.S.
ON THE _____ DAY OF _____ A.D., 2023, PERSONALLY APPEARED BEFORE ME _____, WHOSE IDENTITY IS PERSONALLY KNOWN TO ME (OR PROVEN ON THE BASIS OF SATISFACTORY EVIDENCE) AND WHO, BY ME DULY SWORN/AFFIRMED, DID SAY THAT HE/SHE IS A _____ OF KALTECK INDUSTRIAL, LLC, A UTAH LIMITED LIABILITY COMPANY, AND THAT THE OWNER'S DEDICATION WAS SIGNED BY HIM/HER ON BEHALF OF SAID LLC, AND SAID _____, ACKNOWLEDGED TO ME THAT SAID LLC EXECUTED THE SAME.

MY COMMISSION EXPIRES: _____ (DATE)
COMMISSION NUMBER:_____

_____ PRINT NAME
_____ NOTARY PUBLIC RESIDING IN _____ COUNTY

SALT LAKE COUNTY SURVEYOR

ROS #

BY:

_____ DOMINION ENERGY — _____ DATE
_____ UTOPIA — _____ DATE
_____ CENTURY LINK — _____ DATE
_____ COMCAST — _____ DATE

BENCHMARK ENGINEERING & LAND SURVEYING
9138 SOUTH STATE STREET SUITE # 100
SANDY, UTAH 84070 (801) 542-7192
www.benchmarkcivil.com

DEVELOPER: JARED SHUPE
TELEPHONE: (801) 301-3031
EMAIL: JARED@SHUPEBUILDERS.COM

MURRAY CITY SEWER
APPROVED THIS _____ DAY OF _____, A.D., 20___ BY MURRAY CITY SEWER .
BY:

MURRAY CITY WATER
APPROVED THIS _____ DAY OF _____, A.D., 20___ BY MURRAY CITY WATER.
BY:

MURRAY CITY GIS
APPROVED THIS _____ DAY OF _____, A.D., 20___ .
BY:

MURRAY CITY FIRE DEPARTMENT
APPROVED THIS _____ DAY OF _____, A.D., 20___ .
MURRAY CITY FIRE DEPARTMENT

CITY PLANNING COMMISSION
APPROVED THIS ____ DAY OF _____, A.D., 20___ BY THE MURRAY PLANNING COMMISSION.
MURRAY PLANNING COMMISSION

MURRAY POWER
APPROVED THIS _____ DAY OF _____, A.D., 20___ .
BY:

SALT LAKE COUNTY HEALTH DEPARTMENT
APPROVED THIS _____ DAY OF _____, A.D., 20____.
SALT LAKE COUNTY HEALTH DEPARTMENT

MURRAY CITY ENGINEER
I HEREBY CERTIFY THAT THE OFFICE HAS EXAMINED THE PLAT AND IT IS CORRECT IN ACCORDANCE WITH INFORMATION ON FILE IN THIS OFFICE.
DATE — CITY ENGINEER

APPROVAL AS TO FORM
APPROVED AS TO FORM THIS____ DAY OF _____, A.D., 20____.
MURRAY CITY ATTORNEY

MURRAY CITY MAYOR
PRESENTED TO THE MAYOR OF MURRAY CITY THIS _____DAY OF _____, A.D.,20__ AT WHICH TIME THIS SUBDIVISION WAS APPROVED AND ACCEPTED.
MAYOR — ATTEST: CLERK

SALT LAKE COUNTY RECORDED # _____

STATE OF UTAH, COUNTY OF SALT LAKE, RECORDED AND FILED AT THE REQUEST OF_____ DATE_____TIME _____ BOOK _____ PAGE_____

FEE $ — DEPUTY SALT LAKE COUNTY RECORDER

NUMBER _____
ACCOUNT _____
SHEET _____
OF _____SHEETS

BERGER STATION SUBDIVISION

LOCATED IN THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 2 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN
MURRAY CITY, SALT LAKE COUNTY, UTAH

SHEET 1 OF 1

2110303SP.dwg

8924941

8924941
12/16/2003 11:25 AM 57.00
Book - 8924 Pg - 851-874
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
FABIAN & CLENDENIN
215 S STATE 12TH FLOOR
SLC UT 84111
BY: ZJM, DEPUTY - WI 24 P.

AFTER RECORDING PLEASE RETURN TO:

Daniel W. Anderson, Esq.
FABIAN & CLENDENIN
215 South State, Twelfth Floor
P.O. Box 510210
Salt Lake City, Utah 84151

Parcel ID No. 21-12-255-001

DECLARATION OF CONDOMINIUM
(Including Owner Association Bylaws)
OF
BERGER PLACE CONDOMINIUMS
(A Condominium Project)
Murray, Utah

THIS DECLARATION OF CONDOMINIUM (the "Declaration") is made as of this 14th day of November, 2003 by LAST CHANCE MANAGEMENT, LLC, a Utah limited liability company, pursuant to the provisions of Title 57, Chapter 8 of the Utah Code, as amended, known as the Condominium Ownership Act (the "Act").

RECITALS:

A. Declarant is the developer and owner of record of that certain tract of land, more particularly described in Article II hereof, together with improvements thereon (the "Tract").

B. Declarant desires to convert the Tract, pursuant to the Act, to a condominium project as set forth on the Condominium Plat.

C. Declarant desires, by recording this Declaration, to submit the Tract and all improvements to be constructed thereon to the provisions of the Act as a condominium project to be known as "Berger Place Condominiums" (the "Project").

D. Declarant intends that fee title to the individual Units contained in the Project, together with an undivided percentage interest in and to the Common Areas and Facilities and the Semi-Common Areas appurtenant to such Units, be subject to the covenants, conditions, restrictions, limitations, and easements herein set forth.

NOW, THEREFORE, for the foregoing purposes, Declarant hereby makes the following declaration:

ARTICLE I
Definitions

When used in this Declaration (including that portion hereof captioned RECITALS) each of the following terms used shall have the meaning indicated. Any capitalized term used herein which is not defined below but is defined by the Act shall, to the extent permitted by the context hereof, have the meaning ascribed by the Act:

Act shall mean and refer to the Condominium Ownership Act, Title 57, Chapter 8, Utah Code (1953), as the same may be amended from time to time, including any successor statutory provisions hereto.

Assessment shall mean the amount which is to be levied and assessed against each Owner and the Owner's Unit and paid to the Association for Common Expenses, whether Annual, Special or Specific Assessments, all as later defined.

Association shall mean and refer to Berger Place Condominiums Owners Association, Inc., a Utah non-profit corporation.

Association of Unit Owners shall mean the Unit Owners acting as a group in accordance with this Declaration and the Act.

Building shall mean and refer to the main structure described on the Plat of the Project, containing two Units.

Bylaws shall mean and refer to the Bylaws of the Association as set forth and embodied in this Declaration in Articles XI, XII, and XIII, as authorized by Section 57-8-15 of the Act.

Common Areas or **Common Areas and Facilities** shall mean, refer to and include:

a. The real property and interests in real property which this Declaration submits to the provisions of the Act, includes the entirety of the Tract and all lawns, landscaping, decorative gardens or fences, outdoor lighting, sidewalks, walkways, parking areas and private ways located thereon, but excluding all individual Condominium Units as herein defined;

b. All Common Areas and Facilities which may be designated as such on the Survey Plat;

c. Any halls, corridors, stairs, stairways, entrances, exits, and landings which are designed for the use of more than one Unit and which are not contained within a Unit;

d. Those portions of the common walls of the Building that separate the Units in the Building from each other;

e. All installations and equipment designed and intended to provide utility services for common use, including (but not limited to) telephone, electricity, gas, water, sewer, heat, ventilation and air conditioning (including all pipes, ducts, vents, wires, cables, and conduits designed and intended for common use in connection therewith), whether or not located within the horizontal and vertical boundaries of a Unit, but excluding from such installations and equipment all parts thereof, and all times affixed or connected thereto, located within the exterior boundaries of a Unit and designed and intended for the sole use of such Unit;

f. All apparatus and equipment designed and intended for common use such as (but not necessarily limited to) pumps, motors, fans, clocks, compressors and control apparatus and equipment, whether or not located within the horizontal and vertical boundaries of a Unit, but excluding from such apparatus or equipment all parts thereof, and all items affixed or connected thereto, located within the exterior boundaries of a Unit and designed and intended for the sole use of such Unit;

g. All cleaning and maintenance equipment and other personal property at any time leased, acquired, owned, or held by the Association for the common use or benefit of all Owners; and

h. All other parts of the Project designed and intended for, or normally in, common use or necessary or convenient to the existence, maintenance, safety, or management of the Project.

The term "common use", as used in the above definition of Common Areas includes, without limitation, use by or for any two or more Units.

Common Expenses shall mean all items and sums described in the Act which are lawfully assessed against the Unit Owners in accordance with the provisions of the Act, this Declaration, the Rules and Regulations, and such other determinations and agreements pertaining to the Condominium Project as the Management Committee or the Association may from time to time adopt.

Condominium Plat shall mean and refer to the Condominium Plat entitled "Berger Place Condominiums (A Condominium Project), Murray City, Salt Lake County, Utah", prepared by Neff Engineering, a Utah registered land surveyor holding Certificate No. 82-1720652202 executed and acknowledged by Declarant and recorded concurrently in the Public Records with this Declaration, as said Plat may hereafter be supplemented, modified or amended in accordance with the Act and the provisions of this Declaration.

Condominium Project or **Project** shall mean and refer to the condominium project consisting of the Tract, and all present and future improvements thereon, known as Berger Place Condominiums as the same shall exist from time to time.

Condominium Unit or **Unit** shall mean one of the two individual spaces designated as a numbered Unit on the Condominium Plat. Notwithstanding any information on the Condominium Plat to the contrary, each Unit is or shall be deemed to extend to and include all exterior surfaces of that portion of the Building in which said Unit is located, including but not limited to the outside bricks, stucco, mortar, the walls, foundations, footings, floors, roof, ceilings, all window glass and doors on or along the perimeter boundaries of such individual space and all other improvements located between the exterior perimeter boundaries, as said boundaries are shown on the Plat. All interior portions of all walls, floors and ceilings on or along the perimeters of a Unit shall also constitute a part of said Unit. A Unit shall also include any walls and partitions which are wholly confined within its vertical and horizontal perimeters; provided, however, that a Unit shall not include any part or portion of the Common Areas defined in paragraph (d) contained in the above definition of Common Areas, but shall include all installations, equipment, apparatus, and items affixed or connected thereto which are located within the exterior boundaries of such Unit and which are designed for the sole use of such Unit. A Unit shall also include all fixtures confined within its vertical and horizontal perimeters and intended for the sole use of such Unit. The exterior surface of a window glass or door shall mean the outside plane at which such surface is located when the window or door is closed.

Declaration shall mean and refer to this Declaration of Condominium (Including Owner Association Bylaws) as the same may hereafter be amended in accordance with the Act and the provisions hereof. Any ambiguities, omissions or conflicts herein shall be construed to comply with the provisions of the Act.

Limited Common Areas and Facilities or Limited Common Areas shall mean and refer to those Common Areas, if any, designated in this Declaration or the Act, or shown on the Condominium Plat, as reserved for the exclusive use of a certain Unit or Units to which the same are physically attached or, in the case of equipment, to which they provide service to the exclusion of other Units.

Management Committee or **Committee** shall mean and refer to the Committee as provided in this Declaration charged with and having the responsibility and authority to administer the Project and to make and to enforce the Rules and Regulations covering the operation and maintenance thereof.

Manager shall mean the individual(s) or entity to whom the Management Committee may delegate any or all of its duties relative to the Project.

Mortgage shall mean a record first mortgage or first deed of trust encumbering a Unit which has priority over all other mortgages and deeds of trust encumbering the same Unit; and Mortgagee shall mean the mortgagee or beneficiary named in a Mortgage.

Owner or **Unit Owner** shall mean and refer to the person(s) or entity(s) owning a fee simple interest in a Condominium Unit. In the event a Unit is the subject of an executory contract of sale, the buyer shall, unless the seller and the buyer have otherwise agreed and have informed the Committee in writing of such agreement, be considered the Unit Owner for all purposes.

Public Records shall mean and refer to the Office of the County Recorder of Salt Lake County, Utah.

Rules and Regulations shall mean and refer to those Rules and Regulations authorized, adopted and promulgated to the Owners by the Management Committee pursuant to Section 11, subparagraph 10.

Tract shall mean and refer to the real property described in Section 2, subparagraph 1, and which ARTICLE II of this Declaration submits to the Act.

Unit Number shall mean and refer to the number, letter or combination thereof which designates a Unit on the Plat.

ARTICLE II
Submission of the Project

1. **Submission, Description, and Reservations.** Declarant hereby submits to the provisions of the Act the real property and improvements thereon situated in Murray, Salt Lake County, Utah, more particularly described in Exhibit "A," attached hereto.

2. **Division of Project into Condominium Units; Ownership Interests.** The Project is hereby divided into two Units, as set forth on the Plat. In addition to fee title to a Unit, each Unit's Owner shall have an appurtenant, undivided ownership interest in and to the Common Areas and Facilities to the extent set forth in Exhibit "B," attached hereto and incorporated herein by this reference.

ARTICLE III
Common Areas

Common Areas. Common Areas and any Limited Common Areas contained in the Project are defined in Article I hereof and described, where applicable, on the Plat. Neither the ownership of undivided interests in and to the Common Areas, nor the right of exclusive use of a Limited Common Area, shall be separated from the Unit or Units to which they appertain, or to which they are a part, and even though not specifically mentioned in the instrument of conveyance, such percentage of undivided

interest and such right of exclusive use shall automatically accompany the conveyance of the Unit to which they relate, as will any separate obligations or Assessments pertaining thereto.

ARTICLE IV
Improvements

1. **Improvements.** The improvements included in the Project are now or will be located on the Tract and all of such improvements are described on the Plat, including the Building, the number of Units, their respective dimensions, and other significant facts relating thereto.

2. **Description of Building and Units.** The Project will have a single Building, a portion of which has one (1) level (Unit 1) and a portion of which has two (2) levels (Unit 2) with a total of approximately 28,271.38 square feet, measured from its exterior walls. The main level includes approximately 24,944.90 square feet and the upper level contains approximately 3,326.48 square feet. The roof has multi-levels and each Unit will include ownership of its roof. Side and rear walls of the Building are of masonry construction. The front of the Building is a masonry structure with glass. Rest rooms and HVAC systems are contained within each Unit. Unit 1 includes approximately 9,140.03 square feet and Unit 2 includes approximately 19,131.35 square feet.

3. **Description and Legal Status of Units.** The Plat reflects the designation of each Unit, its location, and dimensions from which its areas may be determined, the Limited Common Areas which are reserved for its use, and the Common Areas and Facilities of the Project. Each Unit shall be legally designated and described by a numerical Unit designation. Numbers may be assigned to the Units by the City of Murray for purposes of designating street or mailing addresses. Unit 1, as depicted on the Plat, consists of the northern Unit in the Building located in the northern part of the Project which has no second floor. Unit 2, as depicted on the Plat, consists of the southern portion of the Building that includes a second floor.

4. **Conveyance Description of a Unit.** Each conveyance or contract for the sale of a Unit, and every other instrument affecting title to, or lease or encumbrance of a Unit, may describe that Unit by the Unit number shown on the Plat, with the appropriate reference to the Plat and to this Declaration, as each shall appear in the Public Records in substantially the following form:

> Unit _____, contained within BERGER PLACE CONDOMINIUMS, as the same is identified in the Condominium Plat therefor recorded in Salt Lake County, Utah, as Entry 8924940 (as said Plat may have hereto fore been amended or supplemented); and in the Declaration of Condominium, dated November 14, 2003 (including Owner Association Bylaws) recorded in Salt Lake County, Utah as Entry No. 8924941 in Book 8924 beginning at Page 851 of the official records of the Recorder of Salt Lake County, Utah, as said Declaration may have heretofore been amended, TOGETHER WITH the undivided ownership interest in and to the Common Areas and Facilities appurtenant to said Unit, as more particularly described in said Declaration (as said Declaration may have heretofore been amended.)

Such description will be construed to describe the Unit, together with its appurtenant undivided ownership interest in and to the Common Areas and Facilities, as the same are established and identified in the Declaration and on the Plat, and to incorporate all the rights and limitations incident to ownership of a Unit, as described in this Declaration. Each such conveyance shall be subject to all of the provisions of this Declaration.

ARTICLE V
Nature and Incidence of Ownership

1. **Holding Title.** Title to a Unit shall be in fee simple and may be held or owned by any person or entity and in any manner in which title to any other real property may be held or owned in the State of Utah, including, but without limitation, joint tenancy or tenancy in common.

2. **No Separation.** No part of a Unit, nor any part of the legal rights comprising ownership of a Unit, may be separated from any other part thereof during the period of condominium ownership described herein, so that each Unit, the undivided interest in and to the Common Areas appurtenant to such Unit, and the exclusive right to use and occupy any Limited Common Areas appurtenant to such Unit, shall always be conveyed, devised, encumbered, and otherwise affected only together, and may never be separated from one another. Every gift, devise, bequest, transfer, encumbrance or other disposition of a Unit or any part thereof, shall constitute a gift, devise, bequest, transfer, encumbrance, or conveyance, respectively, or the entire Unit, together with all appurtenant rights created by law, the Act or by this Declaration.

3. **Membership in Association.** Each Unit Owner and Declarant shall be Members of the Association of Unit Owners. Membership in the Association shall be mandatory, shall be appurtenant to, and shall not be separated from the Unit to which it appertains.

4. **Undivided Interest in Common Areas and Facilities.** The Common Areas and Facilities shall be owned in common by all the Owners of Units in the ratio of their undivided appurtenant interest as reflected in Exhibit "B."

5. **No Partition.** No Unit Owner may bring action for partition of such Owner's Unit.

6. **Use of Common Areas and Limited Common Areas.** Subject to the limitations contained in this Declaration, each Unit Owner shall have the non-exclusive right to use and enjoy the Common Areas and the exclusive right to use and enjoy any Limited Common Areas designated herein, or on the Plat, or inferred by the Act, which appertain to such Owner's Unit.

7. **Duty of Owner to Pay Taxes on Unit Owned.** It is understood that pursuant to the Act each Unit (and its percentage of undivided ownership interest as reflected in Exhibit "B") in the Project is subject to separate assessment and taxation of each taxing authority and special district which has such jurisdiction over the Project for all types of taxes and assessment authorized by law; and , that as thereof, no taxes will be assessed of levied against the Project, as such. Accordingly, each Unit owner, shall pay and discharge any and all taxes and assessments authorized by law; and that as a result thereof, no taxes will be assessed or levied against the Project, as such. Accordingly, each Unit Owner, shall pay and discharge any and all taxes and assessments assessed against such Owner relative to his Condominium Unit.

8. **Duty to Pay Association Assessments.** Each Unit Owner is obligated to pay and discharge all Assessments and charges levied by the Association as set forth herein.

9. **Unit Maintenance.** Each Owner shall, at such Owner's sole cost and expense, maintain, repair, paint, repaint, tile, paper or otherwise finish and decorate the interior walls and trim the interior surfaces of the walls, ceilings, floors, and windows and doors which are part of such Owner's Unit and all walls, ceilings, floors, windows, and doors within such boundaries and shall maintain, repair and be responsible for all exterior walls, roof, footings, foundation, heating, plumbing, electrical and other components and improvements that are part of said Unit. In addition to decorating and keeping the

interior and exterior of such Unit in good repair and in a clean and sanitary condition, the Owner of each Unit shall be responsible for the maintenance, repair or replacement of any plumbing or lighting fixtures, or other appliances, equipment, improvements or fixtures that may be in, or connected with such Unit.

10. **Maintenance of Limited Common Areas.** Each Owner shall keep any Limited Common Areas designed for use in connection with such Owner's Unit in a clean, sanitary and attractive condition at all times, notwithstanding any duty or obligation of the Committee, on behalf of the Association, to maintain and repair the Common Areas and Limited Common Areas pursuant to the provisions of ARTICLE XI.

11. **Division of Utility Costs.** The cost of all utility or municipal services (including, without limitation, water, sewer, garbage collection, telephone, electrical, and gas) which are separately metered (if metering is applicable to the service in question) and billed by the suppliers concerned to the individual Units, shall be paid by the Owner of the respective Unit. The cost of all such services which are not separately metered and billed to such individual Units, but which benefit all Units and the Project as a whole, shall be paid by the Association as a Common Expense. Notwithstanding anything to the contrary contained within the preceding portion of this Section 11, in the event that any utility or municipal service is separately metered (if metering is applicable to the service in question) and billed to one or more Units, and a portion of such service benefits in whole or in part any other Unit, or the Common Areas, the Association shall reimburse or credit the Owner of the Unit so billed for the cost of such portion; the determination of such portion, and The cost related thereto which shall be borne by the Association as a Common Expense, shall be made by the Association in a fair and reasonable manner on the basis of the best information reasonably available at the time, and shall be final and binding upon all Unit Owners.

ARTICLE VI
Easements

1. **Encroachment.** If any part of the Common Areas encroaches, or shall hereafter encroach, upon a Unit or Units, an easement for such encroachment and for the maintenance for the same, shall and does exist. If any part of a Unit encroaches, or shall hereafter encroach upon the Common Areas, or upon an adjoining Unit or Units, an easement for such encroachment and for its maintenance shall and does exist. Such encroachments shall not be considered to be encumbrances either in the Common Areas or the Units. Encroachments referred to herein include, but are not limited to, encroachments caused by error in the original construction of the Building on the tract, by error in the Plat, by settling, raising or shifting of the earth, or by changes in position caused by repair or reconstruction of the Project, or any part thereof.

2. **Repair of Common Areas.** If any of the Common Areas (including any Limited Common Area) are or may be located within any of the Units, or may be conveniently accessible only through such Unit, the Owners of the other Units shall have the irrevocable right, to be exercised by the Committee as their agent, to have access to such Unit and to all Common Areas, from time to time, during such reasonable hours as may be necessary for the maintenance, repair, or replacement of any of the Common Areas located therein, or accessible therefrom, or for making emergency repairs therein, necessary to prevent damage to the Common Areas or another Unit or Units. The Committee shall also have such rights independent of the agency relationship. Damage to any part of a Unit or Units resulting from the maintenance, repair, emergency repair, or replacement of any of the Common Areas, or as a result of emergency repairs within another Unit at the instance of the Committee, or of Unit Owners, shall be an expense of all the affected Unit Owners and assessed proportionately; provided, that if such damage is the result of negligence of the Owner of the Unit, or said Owner's guests or invitees, then such Owner

shall be financially responsible for all such damage. Amounts owing by Owners pursuant hereto shall be collected by the Committee by Assessment pursuant to this Declaration.

3. **Management Committee**. The Management Committee shall have nonexclusive easements to make such use of the Common Areas and Limited Common Areas as may be necessary or appropriate to perform the duties and functions which it is obligated or permitted to perform pursuant to this Declaration.

4. **Utility Services**. As reflected on the Plat, there is a utility easement upon, across, over and under the Common Areas for ingress, egress, installation, replacing, repairing and maintaining all utilities, including, but not limited to, water, sewer, gas, telephone, electricity, and other utility services.

5. **Right of Ingress, Egress, and Support**. Each Owner shall have the right to ingress and egress over, upon and across the Common Areas necessary for access to such Owner's Unit, and to any Common Area designated for use in connection with such Unit. Each Owner shall have the right to the horizontal, vertical and lateral support of his and any adjoining Unit, and such rights shall be appurtenant to and pass with the title to each Unit.

6. **Use of Adjacent Spaces.** The owner of Unit 2 shall have the right to the use of the Common Areas adjacent to said Unit, to the extent and so long as such use does not interfere with the use of such Common Areas by the owner of another Unit and so long as such use does not interfere with the access to the Project or its use for any business or other purpose, including, but not limited to parking.

ARTICLE VII
Restrictions

1. **Use**. The Tract is zoned or permitted for commercial usage pursuant to Murray City Ordinances, and all Units and Unit Owners are subject to the uses and restrictions imposed thereby, including, but not limited to, occupancy and parking restrictions. All Units within the Project shall be used exclusively for commercial and retail business purposes commonly found in class commercial complexes of the nature of the Project and for no other purposes.

2. **Leasing**. A Unit Owner may lease his Unit for any term evidenced by a writing executed by the Owner and the lessee/tenant and containing a specific statement that such lease is subject to the provisions of this Declaration. An Owner may not lease less than his entire Unit without the prior written consent of the Management Committee.

3. **Restrictions Concerning Common Areas**. There shall be no obstructions of the Common Areas by the Owners, their tenants, guests or invitees, without the prior written consent of the Management Committee. The Management Committee may, by Rules and Regulations, prohibit or limit the use of the Common Areas and Facilities as may be reasonably necessary to protect the interests of all Owners, or the Units, or the Common Areas. Nothing shall be kept or stored on any part of the Common Areas without the prior written consent of the Management Committee, except as specifically provided herein. Nothing shall be altered on, constructed on, or removed from the Common Areas except upon prior written consent of the Management Committee.

4. **Miscellaneous Restrictions**. Nothing shall be done or kept in any Unit, or in the Common Areas, or any part thereof which would result in the cancellation of the insurance on the Project or any part thereof, or increase the rate of the insurance on the Project, or any party thereon, over what the Management Committee, but for such activity, would pay. Nothing shall be done or kept in any Unit or in any part of the Common Areas which would be a violation of any statute, rule, ordinance, regulation,

permit, or other validly imposed requirements of any governmental body. No damage to, or waste of, the Common Areas or Limited Common Areas, or any part thereof, shall be committed by any Owner or any invitee of any Owner, and each Owner shall indemnify and hold the Management Committee and the other Owners harmless against all loss resulting from any such damage or waste caused by him or his invitees. No noxious, destructive or offensive activity shall be carried on in any Unit, or in any part of the Common Areas, nor shall anything be done therein which may be or may become an annoyance or nuisance to any other Owner, or to any person at any time lawfully occupying a Unit.

5. **No Pets or Animals**. No pets or animals of any kind or nature whatsoever shall be permitted in any Unit, in the Common Areas, or in any other part of the Project.

6. **No Violation of Rules and Regulations**. No Owner shall violate the Rules and Regulations for the use of the Units and the Common Areas as adopted and promulgated to the Owners, from time to time, by the Management Committee, or an architectural or design review committee established by it.

7. **Restrictions on Alterations**. No structural alterations to any Unit shall be made by any Owner without the prior written consent of the Management Committee, or an architectural or design review committee established by it.

8. **Restrictions of Signs**. No signs, flags, or advertising devises of any nature, including without limitation, commercial, political, informational, or directional signs or devices, shall be erected or maintained at any place on the exterior of the Building, or on any other part of the Project, without the prior inspection and approval of the Management Committee, except as may be necessary temporarily to caution or warn of danger. All signage, whether original or replacement, shall be professionally made and shall be of the style and theme established by Declarant or the Committee for the Project as a whole. Any sign or banner located in the Project shall comply with applicable zoning and sign ordinances of Murray City, Utah.

ARTICLE VIII
Insurance

1. **Insurance and Bonds**. The Management Committee shall secure, or caused to be secured and maintained at all times, the following insurance and bond coverage with respect to the Project:

a. A policy or policies of fire and casualty insurance with extended coverage endorsement, for the full insurable replacement value of the entire Project, including the Building and Units but excluding contents of Units. Proceeds payable pursuant to such policy or policies shall be made payable to the Owners of the Units or the Committee and all persons holding an interest in the Project, or any of the Units, as their interests may appear.

b. A policy or policies insuring the Committee, the Manager, and the Unit Owners against any liability incident to the ownership, use or operation of the Project, or of any Unit, which may arise among themselves, to the public, and to any invitees or tenants of the Project, or of the Unit Owners. Limits of liability under such insurance shall not be less than $500,000 for any person injured, $1,000,000 for all persons injured in any one accident, and $500,000 for property damage resulting from one occurrence. Such policies shall be issued on a comprehensive liability basis and shall provide a cross liability endorsement pursuant to which the rights of the named insureds as between themselves are not prejudiced.

2. **Additional Insurance Provisions**. The following additional provisions shall apply with respect to insurance:

a. In addition to the insurance described above, the Committee may secure and maintain insurance against such risks as are or hereafter may be customarily insured against in connection with condominium projects similar to the Project in constructions, nature and use.

b. The Committee shall have the authority to adjust losses.

c. Insurance secured and maintained by the Committee shall not be brought into contribution with insurance held by the individual Unit Owners, or their Mortgages.

d. Each policy of insurance obtained by the Committee shall, if possible, provide: a waiver of the insurer's subrogation rights with respect to the Committee, the Manager, the Unit Owners, and their respective employees, agents, and guests; that it cannot be canceled, suspended, or invalidated due to the conduct of any member, officer, or employee of the Committee or of the Manager, without prior written demand that the defect be cured; and that any "no other insurance" clause therein shall not apply with respect to insurance held individually by the Unit Owners.

e. Each Unit Owner shall, at his own expense, obtain and maintain in force at all times, policies of hazard and casualty insurance relative to his Unit's contents, and liability insurance relative to such Owner's business operations conducted within his Unit.

f. The cost for the insurance required under Section 1(a) to cover Units shall be allocated and assessed to Unit Owners in proportion to their respective undivided ownership interests, as provided in Exhibit "B."

ARTICLE IX
Damage, Destruction and Restoration

In the event of damage or destruction to part or all of the improvements in the Condominium Project, the following procedures shall apply:

a. If proceeds of the insurance maintained by the Management Committee are alone sufficient to repair or reconstruct the damaged or destroyed improvement, such repair or reconstruction shall be completed as quickly as possible.

b. If less than seventy-five percent (75%) or more of the Project's improvements are destroyed or substantially damaged, and if proceeds of insurance maintained by the Management Committee are not alone sufficient to accomplish restoration, restoration shall be carried out, and, upon approval of the Unit Owners, all Owners shall be assessed for any deficiency in proportion to their respective undivided ownership interests as set forth in Exhibit "B."

c. If seventy-five percent (75%) or more of the Project's improvements are destroyed or substantially damaged, and if proceeds of insurance maintained by the Management Committee are not alone sufficient to accomplish restoration, and if the Unit Owners, within one hundred (100) days after the destruction or damage, vote to repair or reconstruct the affected improvements, restoration and assessment therefor shall be accomplished in the manner directed under subsection (b) above.

d. If seventy-five percent (75%) or more of the Project's improvements are destroyed or substantially damaged, and if proceeds of the insurance maintained by the Committee are insufficient to accomplish restoration, and if the Unit Owners do not, within one hundred (100) days after the destruction or damage, unanimously vote to repair or reconstruct the affected improvements, the Management Committee shall promptly record a notice in the Public Records setting forth such facts. Upon the recording of such notice, the provisions of Section 57-8-31 (1) through (4) of the Act shall apply and govern the rights of all parties having an interest in the Project or any of the Units provided that a unanimous vote shall be required.

e. Any reconstruction or repair which is required to be carried out by this ARTICLE IX shall be accomplished at the instance and direction of the Management Committee. Any determination which is required to be made by this ARTICLE IX regarding the extent of the damage to or destruction of the Project improvements, shall be made by three qualified appraisers selected by the Management Committee. The decision of any two such appraisers shall be conclusive.

ARTICLE X
Mortgages and Mortgagee Protection

1. **Notice of Mortgage**. Any Owner who mortgages his Unit shall furnish the Committee the name and address of such Mortgagee, and the Committee shall maintain such information in a book entitled "Mortgages of Units". The Committee shall report to such Mortgagee any unpaid Assessments due from the Owner of such Unit at the same time as the Committee makes demand on the Owner thereof for payment of such Assessment. Each Mortgagee shall also be entitled to written notification from the Committee of any other default by its Owner/Mortgagor in the performance of such Owner's obligations under the terms and provisions of this Declaration which shall not have been cured within 30 days after written notice to such Owner/Mortgagor by the Committee specifying such default.

2. **Right to Examine**. A Mortgagee shall have the right to examine the books and records the Association and Committee upon request, and to require annual reports of the financial status of the Association.

3. **Notice of Damage**. In the event of substantial damage to, or destruction of, any Unit or any part of the Common Areas, the Mortgagee of any Unit shall be entitled to timely written notice of any such damage or destruction. No Owner or other party shall be entitled to priority over such Mortgagee with respect to the distribution to such Unit of any insurance proceeds.

4. **Notice of Default**. Any Mortgagee is entitled to written notification from the Management Committee of any default by the Owner of such Unit in the performance of any obligation under the Declaration which is not cured within 30 days.

5. **General Mortgagee Protection.** Unless all of the Mortgagees of Units have given their prior written approval, neither the Management Committee nor the Association of Unit Owners shall:

a. By act or omission, seek to abandon or terminate the Project, except for abandonment or termination provided by law in the case of substantial destruction by fire or other casualty, or in the case of a taking by condemnation or eminent domain;

b. Except as provided in Section 3 subparagraph 2, change the pro-rata interest or obligations of any Unit for (i) purposes of levying Assessments or charges, or allocating distributions of hazard insurance proceeds or condemnation awards; or (ii) determining the percentage share of undivided ownership interest of each Unit in the Common Areas;

c. Make any material amendment to the Declaration or to the Bylaws of the Association, including but not limited to, any amendment which, but for the provisions of Section 3 subparagraph 2, would change the percentage of undivided, ownership interest of the Unit Owners in the Common Areas;

d. By act or omission, seek to amend, partition, subdivide, encumber, sell, or transfer the Common Areas. The granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Areas of the Project shall not be deemed a transfer within the meaning of this Section 10 subparagraph 5; or

e. Use hazard insurance proceeds for losses to any Project property (whether to Units or to the Common Areas) for other than the repair, replacement or reconstruction of such improvements, except as provided in this ARTICLE IX, or by the Act in cases of substantial loss to the Units or the Common Areas of the Project.

ASSOCIATION BYLAWS

PURSUANT TO SECTION 57-8-15 OF THE ACT, THE ASSOCIATION'S BYLAWS ARE HEREBY EMBODIED IN THIS DECLARATION AS ARTICLES XI, XII, AND XIII. THE GENERAL PROVISIONS OF ARTICLE XIV OF THIS DECLARATION SHALL BE APPLICABLE TO BOTH THE DECLARATION AND BYLAWS PROVISIONS, AS THE CASE MAY BE.

ARTICLE XI
Bylaws - Management Committee

1. **Status and General Authority.** Except as otherwise herein provided, the Condominium Project shall be managed, operated, and maintained by the Management Committee as agent for the Association of Unit Owners. The Committee shall, in connection with its exercise of any of the powers herein after provided, constitute a legal entity capable of dealing in the Association's name. The Management Committee shall have, and is hereby granted, the following authority and powers:

a. The authority, without the vote or consent of the Unit Owners or of any other person, except for Mortgagees if required by the terms of their Mortgage, to grant or create on such reasonable terms as it deems advisable, utility and similar easements over, under, across, and through the Common Areas and Facilities;

b. The authority to execute and record, on behalf of all Unit Owners, any amendments to the Declaration or the Plat which have been approved by the vote or consent of Unit Owners necessary to authorize such amendments, as set forth in Section 14 subparagraph 3 of this Declaration;

c. The power to sue and be sued;

d. The authority to enter into contracts relating to the Common Areas and other matters over which it has jurisdiction, so long as any vote or consent of the Unit Owners necessitated by the subject matter of the agreement has been obtained;

e. The power and authority to convey or transfer any interest in real property, so long as the vote or consent necessary under the circumstances has been obtained, including that of any Mortgagee if required by the terms of its Mortgage;

f. The power and authority to purchase or otherwise acquire, and accept title to, any interest in real property, so long as such action has been authorized by any necessary vote or consent which is necessary under the circumstances;

g. The authority to promulgate such reasonable Rules and Regulations, and procedures, as may be necessary or desirable to aid the Committee in carrying out its functions, or to insure that the Project is maintained and used in a manner consistent with the interests of the Unit Owners;

h. The authority to engage the services of a Manger;

i. To establish and incorporate at any time a Utah nonprofit corporation or limited liability company pursuant to then current statutes, with a board of directors or trustees, and to transfer to such corporation and board all of the Committee's powers and authority as are set forth and established pursuant to the provisions of the Declaration, these Bylaws and Acts; and

j. The power and authority to perform any other acts and to enter into any other transactions which may be reasonably necessary for the Management Committee to perform its functions as agent for the Unit Owners. Any instrument executed by the Management Committee relating to the Common Areas of the Project that recites facts which, if true, would establish the Committee's power and authority to accomplish through such instrument what is purported to be accomplished thereby, shall conclusively establish said power and authority in favor of any person who, in good faith and for value, relies upon said instrument.

2. **Indemnification of Management Committee.** Each member of the Management Committee shall be indemnified and held harmless by the Unit Owners against all costs, expenses, and liabilities whatsoever (excluding fraudulent or criminal actions) including, without limitation, attorney's fees reasonably incurred by him in connection with any proceedings to which he may become involved by reason of his being or having been a member of said Committee.

3. **Management Committee: Owner Control, Composition, Election, Vacancies.** The Committee shall be composed of two members, one representing the holder of each Unit, each appointed for a three (3) year term. As members' terms expire, new members shall be elected for three year terms. Members shall serve on the Committee until their successors are elected. Committee members representing Owners of the Units must be Owners or officers, directors, agents, or employees of non-individual Owners. Any vacancy in the Committee membership may be filled by the Owner of the Unit not then represented on the Committee, and said appointee shall serve until the next annual meeting of owners when their successors shall be elected for the unexpired term of the member they were appointed to replace.

4. **Rights and Duties.** On behalf of the Association, the Management Committee, subject to the rights and duties of the Unit Owners, this Declaration, and the Bylaws, shall be responsible for the general management and administration of the Project, including the obligation to provide for maintenance of the Common Areas.

5. **Maintenance.** In connection with its duty to maintain Common Areas, the Committee will provide maintenance for the Common Area as follows: paint, repair, replace, or otherwise care for as

needed, trees, shrubs, grass, walks, driveways, parking areas, and other similar improvements which are part of Common Areas. Costs of such maintenance items shall be Common Expenses.

6. **Right of Delegation to Manager**. The Management Committee may carry out any of its functions which are capable of delegation through a Manager. The Manager so engaged shall be responsible for managing the Common Areas and shall, to the extent permitted by law and the terms of the Manger's agreement with the Management Committee, be authorized to perform any of the functions or acts required or permitted to be performed by the Management Committee itself.

7. **Payment for Services, Etc.** The Management Committee may obtain and pay for the services of such personnel as the Management Committee shall determine to be necessary or desirable for the proper operation and function of the Project, including the enforcement of this Declaration. The Committee may also hire other persons to furnish snow removal, ground maintenance and other common services to the Project.

8. **Personal Property Ownership and Use.** The Management Committee may acquire and hold for the use and the benefit of all of the Owners tangible and intangible personal property, and may dispose of the same by sale or otherwise, and the beneficial interest in any such property shall be deemed to be owned by the Owners in the same proportion as their respective interests in and to the Common Areas and transferable only with the transfer of a Unit.

9. **Rules and Regulations**. The Management Committee may make reasonable Rules and Regulations governing the operation and use of the Common Areas and of other matters over which it has jurisdiction, which Rules and Regulations shall be consistent with the rights and duties established in this Declaration. The Management Committee may suspend any Owner's voting rights at any meeting of Unit Owners for periods during which such Owner fails to comply with such Rules and Regulations, or with any other obligations under this Declaration, including failure to pay Assessments. The Management Committee may also take judicial action against any Owner to enforce compliance with such Rules and Regulations or other obligations, or to obtain damages for noncompliance, all to the extent provided by law.

10. **Capital Improvements**. There shall be no structural alterations, capital additions to, or capital improvements of the Common Areas by the Management Committee without the prior approval of the Unit Owners.

11. **Extended Rights**. The Management Committee may exercise any other right or privilege to it expressly by this Declaration or by the Act, and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it herein, or reasonably necessary to effectuate any such right or privilege.

12. **Architectural or Design Control**. Except for original construction by Declarant, the Committee shall act in all matters pertaining to architectural or design control of the Project. The Committee shall establish rules and procedures for submitting plans for review and approval of any proposed construction, alteration, remodeling, etc., involving the exterior of any Unit. The Management Committee may establish a committee of owners to act pursuant to the provisions of this subparagraph 12.

13. **Committee Meetings, Quorum, Board Action**. The Committee shall establish its rules for meetings, whether regular or special. A majority of current Committee members shall constitute a quorum, and the action of a majority of those attending a meeting at which a quorum is present shall be sufficient to constitute the action of the Committee. Action by consent shall require the unanimous consent of all current Committee members.

ARTICLE XII
Bylaws - Association Voting, Meetings, and Officers

1. **Voting**. The Association shall have a total of two (2) votes, being one (1) vote for each Unit, as set forth in Exhibit "B" hereto. As used throughout this Declaration, the phrases "vote of the Owners", "approval of the Owners", "Owners vote", "consent of the Owner", "by the Owners", or words of similar import, shall be deemed to require a majority of the total voting power of all Owners.

2. **Multiple Ownership**. In the event there is more than one Owner of a particular Unit, the vote relating to such Unit may be exercised as such Owners may determine between or among themselves, but in no event shall more than the number of appurtenant votes, as reflected on Exhibit "B," be cast for such Unit with respect to any issue. Votes cast at any Association meeting, or by written consent by any of such Owners, whether in person or by proxy, shall be conclusively presumed to be the entire vote attributable to the applicable Unit, unless an objection is made at the meeting, or in writing by another Owner of the same Unit, in which events no vote will be counted with respect to such Unit except to determine the presence or absence of a quorum.

3. **Place of Meeting**. Meetings of the Association shall be held at such suitable place convenient to the Owners as may be designated by the Management Committee in its notice therefor.

4. **Annual Meeting**. Annual Association meetings of Owners shall be held each year beginning in November 2004 on such day and time as set forth in the notice therefore; provided, that after the first such annual meeting, a month other than that in which the fist annual meeting is held may be chosen if it is deemed by the Owners to be more convenient. At such annual meetings there shall be elected members of the Management Committee, as needed, pursuant to the provisions of this Declaration. Financial and budget reports shall also be presented at such meetings as well as other business of the Association properly placed before such meeting.

5. **Special Meetings**. The President shall call a special meeting of the Association as directed by a resolution of the Management Committee or upon the request of Owners holding at least twenty-five percent (25%) of the total votes of the Association having been presented to the Committee. No business shall be transacted at a special meeting except as stated in the notice therefor unless consented to by the Owners, either in person or by proxy.

6. **Notice of Meetings**. The Secretary shall mail a notice of each annual or special meeting, stating the purpose thereof as well as the time and place of the meeting to each Owner of record at least 10, but not more than 20, days prior to such meeting. The mailing of notice by prepaid U.S. Mail or by delivery in person shall be considered notice served.

7. **Quorum**. Owners present at any meeting of Members duly called pursuant to notice shall constitute a quorum at all meetings, both annual and special; provided, however, that such Members collectively be entitled to cast in person or by proxy at least a majority of the total Association votes eligible to be voted.

8. **Adjourned Meetings**. If any Association meeting of Owners cannot be organized because a quorum is not present, the Members who are present, either in person or by proxy, may adjourn the meeting to a time not less than 48 hours from the time the original (or a previously adjourned) meeting was called, at which time the requirements for a quorum shall be reduced by one-half that required for the previously called (or adjourned) meeting.

9. **Officers**. The Association shall have a President and a Secretary/Treasurer, each of whom shall be elected by the Management Committee. Only the offices of Secretary and Treasurer may be filed by the same person. The officers, subject to the power of Declarant as set forth in Section 11, subparagraph 3, shall be elected by the Management Committee in an organizational meeting of the Committee immediately following each annual Association meeting of Owners at which the new Management Committee or any of its members has been elected.

a. **President**. The President shall be the chief executive officer of the Association and shall preside at all meetings of the Association and of the Management Committee. He shall have all of the general powers and duties that are usually vested in the office of president of a similar type association.

b. **Vice President**. The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. The Vice President shall also perform such other duties as shall from time to time be imposed on him by the Committee.

c. **Secretary/Treasurer**. The Secretary/Treasurer shall: keep the minutes of all meetings of the Management Committee and the minutes of all meetings of the Association; have charge of such books and records as the Management Committee may direct; perform all duties incident to the office of secretary of a similar type association; have responsibility for Association funds and be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association; and be responsible for the deposit of all money and any other valuable effects in the name and to the credit of the Association in such depositories as may from time to time be designated by the Management Committee.

ARTICLE XIII
Bylaws – Assessments

1. **Agreement to Pay Assessments**. Each Unit Owner, by the acceptance of a deed or contract therefor, whether or not it be so expressed in the deed or contract, shall be deemed to covenant and agree with all other Unit Owners, and with the Association and the Management Committee, to pay to the Association the Annual Assessments and any Special Assessments and Specific Assessments described in this ARTICLE XIII, together with late payment fees, interest and costs of collection, if and when applicable, as the same may apply to such Owner and his Unit. All such amounts shall be, constitute, and remain: (a) a charge and continuing lien upon the Unit with respect to which the Assessment is made until fully paid; and (b) the personal, joint and several obligation of the Owner or Owners of such Unit at the time the Assessment falls due. No Unit Owner may exempt himself or his Unit from liability for payment of Assessments by waiver of his rights in the Common Areas or by abandonment of his Unit. In a voluntary conveyance of a Unit, the grantee shall be jointly and severally liable with the grantor for all unpaid Assessments, late payment fees, interests and costs of collection, including reasonable attorneys' fees, which shall be a charge on the Unit at the time of the conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor.

2. **Purpose of Assessments**. Assessments levied by the Management Committee for the Association shall be used exclusively for the purpose of promoting the Project, the interests of the Owners therein, and paying Common Expenses properly incurred by the Association or Management Committee in the maintenance, operation and carrying of the Common Areas. The use made of funds obtained from Assessments may include, but shall not be limited to, payment of the cost of: insurance premiums on policies required of the Association hereunder; maintenance (including snow removal), grounds keeping, lawn cutting and trimming, pruning, repair, and improvement of the Common Areas; taxes or special

assessments, if any, levied by governmental authorities; legal and accounting fees; any deficit from a previous period; establishment and funding of a reserve to cover major repair or replacement of improvements within (or deemed to be) Common Areas; and any expense necessary or desirable to enable the Management Committee to perform or fulfill its obligations, functions or purposes pursuant to the Declaration, the Act, these Bylaws, or the Rules and Regulations.

3. **Annual Assessments.** Annual Assessments shall be computed and assessed against all Units in the Project based upon advance estimates of the Committee's cash requirements to provide for payment of Common Expenses as set forth in Section 13, subparagraph 2, which costs shall be apportioned among the Units in proportion to their respective square footage as set forth in Exhibit "B" by dividing the total square feet of a Unit by the total square feet of the Building.

4. **Annual Budget**. Annual Assessments shall be determined on the basis of a fiscal year ending December 31; provided the first fiscal year shall begin on the date of recordation of this Declaration in the Public Records. On or before December 15 of each fiscal year, the Committee shall prepare and furnish to each Owner an operating budget for the upcoming fiscal year. The operating budget for the first fiscal year shall be prepared and furnished to each Owner within 30 days of such Owner's initial purchase. Each budge shall itemize the estimated cash requirements for such fiscal year, anticipated receipts, reserves, and any deficit or surplus from the prior operating period. The budget shall serve as the supporting document for the Annual Assessments for the upcoming fiscal year and as the major guideline under which the Project shall be operated during such fiscal period.

5. **Notice and Payment of Annual Assessments**. Except with respect to the first fiscal period ending December 31, 2004, the Association shall notify each Owner as to the amount of the Annual Assessment against his Unit on or before December 15 of the year preceding the year for which such Annual Assessment is made. Each Annual Assessment shall be payable in 12 equal monthly installments, one such installment on the first day of each calendar month during the fiscal year to which the Assessment relates; provided, however, the Annual Assessments for the first fiscal period ending December 31, 2004, shall be based upon such portion of the calendar year 2004 as follows the date of recordation of the Declaration in the Public Records, and shall be payable is such installments and at such times as the Management Committee, in its sole discretion may determine. The failure of the Committee to give timely notice of any Annual Assessment, as provided herein, shall not be deemed a waiver of or modification in any respect of the provisions of the Declaration, or a release of any Owner from the obligation to pay such Annual Assessment, or any other Assessment; but the date when the payment shall become due in such case shall be deferred to a date 15 days after notice of such Assessment shall have been given to the Owner in the manner provided in Section 14, subparagraph 1.

6. **Initial and Transfer Fees**. Each Owner (other than Declarant), shall be required to prepay at the time of purchase of his Unit, whether as a first time or subsequent Owner, the sum of $500.00, which sum shall be in addition to any proration of Annual Assessment which may be due for the month in which such purchase takes place. Such fees shall become part of the Association's general fund to be utilized as necessary and to compensate the Committee for administrative start up or records changing costs.

7. **Maximum Annual Assessment.** Until January 1 of the calendar year immediately following the conveyance of the first Unit to an Owner, the maximum Annual Assessment shall not exceed the amount per Unit that is determined by the Committee pursuant to Section 13, subparagraph 5. From and after January 1 of the calendar year immediately following the conveyance of the first Unit to an Owner, the maximum Annual Assessment may be increased each calendar year thereafter by not more than twenty percent (20%) above the maximum Annual Assessment for the previous year without the vote of Owners entitled to cast a majority of the Association votes.

8. **Special Assessments**. The Association may levy Special Assessments for the purpose of defraying, in whole or in part: (a) any expense or expenses not reasonably capable of being fully paid with funds generated by Annual Assessments; or (b) the cost of any construction, reconstruction, or unexpectedly required addition to or replacement of amenities, infrastructure or improvements within the Common Areas. Any such Special Assessment shall be apportioned among and assessed to all Units in the same manner as Annual Assessments. Special Assessments must be assented to by one hundred (100%) of the total Association votes which Owners present in person or represented by proxy are entitled to cast at a meeting duly called for such purpose. Written notice setting forth the purpose of such meeting shall be sent to all Owners at least 10 but not more than 30 days prior to the meeting date.

9. **Uniform Rate of Assessment**. Except as provided in Section 13, subparagraph 3, all Annual and Special Assessments authorized by this ARTICLE XIII shall be fixed at a uniform rate for all Units.

10. **Quorum Requirements**. The quorum at any Association meeting of Owners required for any action authorized by Section 13, subparagraph 8 above, shall be as follows: At the first meeting called, the presence of Owners or proxies entitled to cast fifty percent (50%) of the total Association votes eligible to vote shall constitute a quorum. If a quorum is not present at the first meeting, or any subsequent meeting, another meeting may be called (subject to the notice requirements set forth in Section 13, subparagraph 8 above).

11. **Specific Assessment**. In addition to the Annual Assessment and any Special Assessment authorized pursuant to this ARTICLE XIII, the Committee may levy at anytime Specific Assessments (a) on every Unit especially benefited by any improvement made by the Committee on the written request of the Owner of the Unit to be charged; (b) on every Unit the Owner or occupant of which shall cause any damage to the Common Areas necessitating repairs; and (c) on every Unit to which the Committee shall incur any expense for maintenance or repair work performed, or enforcement action taken, pursuant to any of the provisions of the Declaration. The aggregate amount of any such Specific Assessment shall be determined by the cost of such improvements, repairs, maintenance, or enforcement action, including all overhead and administrative costs, and all applicable attorneys' fees and costs, and shall be allocated among the affected Units according to the magnitude of special benefit, or cause of damage, maintenance or repair work, or enforcement action, as the case may be, and such Assessment may be made in advance of the performance of work when applicable. If a special benefit arises from any improvement which is part of the general maintenance or operation obligations of the Committee, it shall not give rise to a Specific Assessment against the Units benefited.

12. **Certificate Regarding Payment**. Upon the request of any Owner, prospective purchaser, or encumbrancer of a Unit, and upon the payment of a reasonable fee to the Committee to cover administrative costs, the Committee shall issue a certificate stating whether or not payments of all Assessments respecting such Unit are current and, if not, the amount of the delinquency. Such certificate shall be conclusive in favor of all persons who rely thereon in good faith.

13. **Effect of Nonpayment; Remedies**. Any Assessment (whether Annual, Special or Specific) not received within 10 days of the date on which it, or any installment thereof, becomes due shall be subject to a late charge not to exceed five percent (5%) thereof, which, together with interest and costs of collection shall be, constitute, and remain a continuing lien on the affected Unit. If any Assessment is not received within 10 days after the date on which it becomes due, the amount thereof shall also bear interest from its due date at the rate of one percent (1%) per month; and the Committee, on behalf of the Association, may bring an action against the Owner who is personally liable therefor, or may foreclose its lien against the Unit pursuant to the provisions of the Utah Code, 1954, as amended,

applicable to the exercise of powers of sale in deeds of trust, by foreclosure as a mortgage, or in any other manner permitted by law. Any judgment obtained in connection with the collection of delinquent Assessments and related charges shall include reasonable attorneys fees, court costs, and every other expense incurred by the Committee in enforcing the Association's rights. Failure of the Committee to promptly enforce any remedy granted pursuant to this Section 13, subparagraph 13, shall not be deemed a waiver of any such rights.

14. **Subordination of Lien to Mortgages**. The lien of the Assessments provided herein shall be subordinate to the lien of any Mortgage given in the first instance to a bank, savings and loan association, insurance company or other institutional lender. The holder of any such Mortgage, or purchaser who comes into possession of, or becomes the Owner of a Unit by virtue of the foreclosure of such Mortgage, or the exercise of a power of sale under such first Mortgage, or by deed in lieu of foreclosure, shall take free of such Assessment lien as to any Assessment installment which accrues or becomes due prior to the time such holder or purchaser comes into possession or ownership of such Unit. However, to the extent there are any proceeds of the sale on foreclosure of such first Mortgage or by exercise of such power of sale, in excess of all amounts necessary to satisfy all indebtedness secured by and owned to the holder of such Mortgage, the lien shall apply to such excess. No sale or transfer of a Unit in connection with any foreclosure of a first Mortgage shall relieve any Unit from the lien of any Assessment installment thereafter becoming due.

15. **No Abatement**. No diminution or abatement of Assessments shall be claimed or allowed for inconvenience, annoyance or discomfort arising from (a) any construction (or lack of construction) within the Project; (b) the making of (or failure to make) any repairs or improvements to or the maintenance of any Common Areas of the Project, or any part thereof or (c) from any action taken to comply with the provisions of the Declaration, or with the laws, ordinances, regulations, rules, or order of any governmental authority.

ARTICLE XIV
General Provisions

1. **Notices**. Any notice required or permitted to be given to any Owner under the provisions of this Declaration shall be deemed to have been properly furnished if delivered or mailed, postage prepaid, to the person named as the Owner at the latest address for such person, as reflected in the records of the Management Committee at the time of delivery or mailing. Any notice required or permitted to be given to the Association, or the Committee, may be given by delivering or mailing the same to the Manager or any member of the Committee.

2. **Agent for Service of Process**. Dell Phillips, whose address is 277 W. Berger Lane in Murray, Utah 84107, is designated initially as the person to receive service of process in cases authorized by the Act; provided, however, that the Management Committee shall have the right to appoint a successor agent for service of process who shall be a resident of Utah. The name and address of such successor shall be specified by an appropriate notice filed in the Public Records.

3. **Amendment**. This Declaration may be amended (as opposed to terminated) by an instrument recorded in the Public Records which is executed either (a) by Owners who collectively hold at least one hundred percent (100%) of the total votes in the Association, or (b) by the Management Committee, on behalf of the Association, which shall certify that the required one hundred percent (100%) vote was obtained in a meeting of members, or by consent, and is so documented in the records of the Association. No amendment to any provision of this Declaration which has the effect of diminishing or impairing any right, power, authority, privilege, protection, or control accorded to Declarant in its

capacity as Declarant, shall be accomplished or effective unless the instrument through which such amendment is purported to be accomplished is specifically consented to in writing by Declarant.

4. **Party Walls**. Each wall which is built as a part of the original construction of the Units within the Project and placed on the dividing line between Units shall constitute a party wall, and the following provisions regarding such party walls, and liability for property damage due to negligence, or willful acts or omissions, shall apply thereto:

a. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

b. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the Owner of another Unit thereafter makes use of the wall, such other Owner shall contribute to the cost of restoration thereof in proportion to such use. The foregoing provision shall not prejudice, however, the right of any Owner to call for a larger contribution from another Owner under any rule of law regarding liability for negligent or willful acts or omissions.

c. The right of any Owner to contribution from any other Owner under this Section 14, subparagraph 3, shall be appurtenant to the land and Unit and shall pass to such Owner's successors in title.

5. **Consent in Lieu of Vote**. In any case in which this Declaration requires for authorization or approval of a transaction the assent or affirmative vote of a stated percentage, or number of votes of the Association, or of the Owners, such requirement may be fully satisfied by obtaining, with or without a meeting, consents in writing to such transaction from Owners entitled to cast at least the stated percentage or number of votes in the Association, unless a higher percentage or a greater number is required by the Act. The following additional provisions shall govern any application of this Section 14, subparagraph 5:

a. All necessary consents must be obtained prior to the expiration of 90 days after the first consent is given by any Owner;

b. The total number of votes required for the applicable authorization or approval shall be determined as of the date on which the last consent is signed;

c. Any change in ownership of a Unit which occurs after a consent has been obtained from the Owner thereof shall not be considered or taken into account for any purpose; and

d. Unless the consent of all Owners whose ownership rights are appurtenant to the same Unit are secured, the consent of none of such Owners shall be effective.

6. **Declarant's Rights Assignable**. All or any portion of the rights of Declarant under this Declaration, or in any way relating to the Tract or Project, may be assigned.

7. **Interpretation**. The caption pertaining to the ARTICLE and Section numbers of this Declaration are for convenience only and shall in no way effect the manner in which any provision hereof is construed. Whenever the context so requires, the singular shall include the plural, the plural shall include the singular, and any gender shall include all genders. The invalidity or unenforceability of any portion of this Declaration shall not affect the validity or enforceability of the remainder hereof, which shall remain in full force and effect. The laws of Utah shall govern the validity, construction and enforcement of this Declaration.

8. **Covenants to Run with Land**. This Declaration and all the provisions hereof shall constitute covenants to run with the land, or equitable servitudes, as the case may be, and shall be binding upon and shall inure to the benefit of Declarant, all parties who hereafter acquire any interest in a Unit, their respective grantees, transferees, heirs, devisees, personal representatives, successors, and assigns. Each Owner or occupant of a Unit shall comply with, and all interests in all Units, or in the Common Areas, shall be subject to the terms and provisions of this Declaration and of any Rules and Regulations, agreements, instruments, and determinations contemplated by this Declaration. By acquiring any interest in a Unit, the party acquiring such interest consents to, and agrees to be bound by, each and every provision of this Declaration.

9. **Enforcement**. The Association, any Owner or any Mortgagee shall have the right to exercise or seek any remedy at law or in equity to interpret, to enforce compliance with, or to obtain enforcement of, or to obtain redress for the violation of, any provision of this Declaration shall be entitled to collect court costs and reasonable attorney fees.

10. **Waiver**. No provision contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of time lapse or the number of violations or breaches which may occur.

11. **Duration/Termination**. This Declaration shall remain in effect until such time as there is recorded in the Public Records, following the approval of the City of Murray, Utah, authorizing such action, the appropriate instruments to remove the Project from the provisions of the Act as provided by Section 57-8-22 of the Act or a successor provision thereto.

12. **Effective Date**. This Declaration and any amendment or Supplemental Declaration hereto shall take effect upon its being filed for record in the Public Records.

DATED as of the date and year first above set forth.

DECLARANT:

LAST CHANCE MANAGEMENT, LLC, a Utah limited liability company

By _____
Dell W. Phillips, Manager

By _____
Russell W. Groomer, Manager

STATE OF UTAH)
: ss.
COUNTY OF SALT LAKE)

On this 14th day of November, 2003, personally appeared before me Dell W. Phillips and Russell W. Groomer, whose identities are personally known to me (or proved to me on the basis of satisfactory evidence) and who by me duly sworn, did say that they are the Managers of Last Chance

Management, LLC, a Utah limited liability company, and that said document was signed by them in behalf of said limited liability company by authority of its operating agreement, and said acknowledged to me that said limited liability company executed the same.

Notary Public

NOTARY PUBLIC
CHRISTY McCARTHY
215 S. State St., Ste. 1200
Salt Lake City, Utah 84111
My Commission Expires
January 19, 2007
STATE OF UTAH

EXHIBIT "A"

DECLARATION OF COMDOMINIUM
(Including Owner Association Bylaws)

BERGER PLACE CONDOMINIUMS

Real property located in Murray, Salt Lake County, State of Utah, described as follows:

BEGINNING AT THE INTERSECTION OF THE EAST LINE OF 300 WEST STREET, A 66.00' RIGHT-OF-WAY AND THE SOUTH LINE OF BERGER LANE, A 31.00' RIGHT-OF-WAY, AS SHOWN ON A ROAD DEDICATION PLAT FOR BERGER LANE AS FOUND ON FILE IN THE OFFICE OF THE SALT LAKE COUNTY RECORDERS OFFICE, ENTRY No. 98-9P-235, SAID POINT BEING S 00°6'54" E 1330.15 FEET ALONG THE QUARTER SECTION LINE TO THE NORTHWEST CORNER OF THE SOUTHWEST ¼ OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 2 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, AND S 89°57'57" E 548.74 FEET ALONG THE 40 ACRE LINE AND S 03°54'16" E 22.89 FEET FROM THE NORTH ¼ CORNER OF SECTION 12, TOWNSHIP 2, SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, RUNNING THENCE S 03°54'16" E 346.35 FEET ALONG THE EAST LINE OF 300 WEST STREET; THENCE S 68°00'00" E 199.35 FEET; THENCE N 11°56'58"E 278.23 FEET; THENCE S 89°13'59" W 70.00 FEET; THENCE N 08°16'33" E 36.06 FEET; THENCE WEST 51.78 FEET TO THE INTERSECTION WITH THE EXTENSION OF AN EXISTING FENCE LINE; THENCE N 02°08'30" E 115.00 FEET TO AND ALONG SAID FENCE LINE TO THE SOUTH LINE OF BERGER LANE; THENCE S 89°23'02" W 153.75 FEET ALONG THE SOUTH LINE OF SAID BERGER LANE TO THE POINT OF BEGINNING.
CONTAINS 75,999 SQ.FT. 1.745 ACRES.

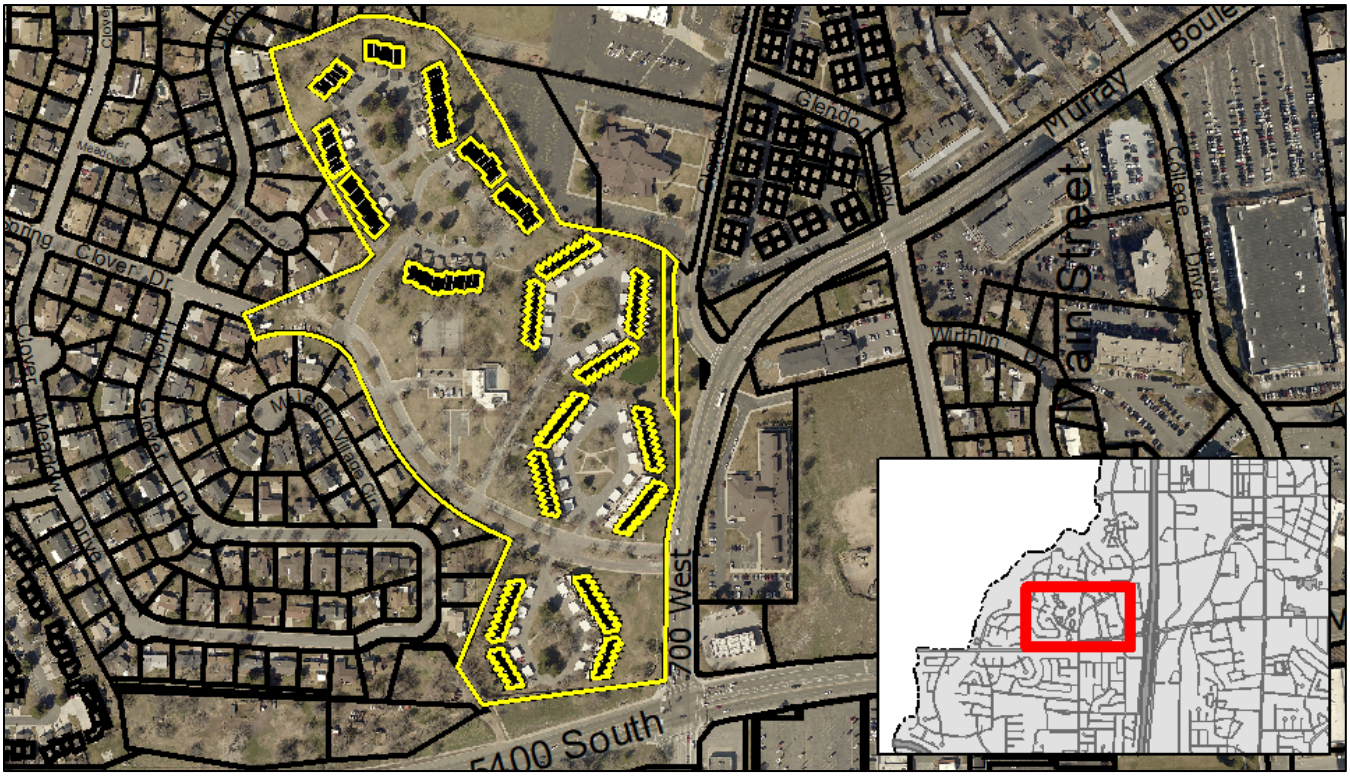
EXHIBIT "B"

DECLARATION OF CONDOMINIUM
(Including Owner Association Bylaws)

BERGER PLACE CONDOMINIUMS
(A Condominium Project)
Murray, Utah

Address	Unit No.	Size Sq. Ft.	Ownership Interest Percentage of Building	Votes
277 W. Berger Lane	1	9,140.03	32.3296%	1
273 W. Berger Lane	2	19,131.35	67.6704 %	1
TOTALS		28,271.38	100%	2

AGENDA ITEM #8 & 9 - Applegate Condominiums Amended and Fuji Townhomes			
ITEM TYPE:	Subdivision Approval, Amended Plat and Conditional Use to allow Multi-Family		
ADDRESS:	770 West Applegate Drive	**MEETING DATE:**	June 15, 2023
APPLICANT:	Applegate HOA	**STAFF:**	Susan Nixon, Senior Planner
PARCEL ID:	22-11-478-174	**PROJECT NUMBER:**	23-052 23-054
ZONE:	R-M-15	**Land Use:**	1131
SIZE:	23.7 total acres | 5.11 acre proposed lot | 42 Units | 8.2 units/acre		
REQUEST:	Agenda Item #8- Preliminary and Final Subdivision Approval to amend the existing Applegate Condominiums, creating a new and separate 5.11-acre parcel for further residential development. Agenda item #9- Conditional Use Permit approval for a 42-unit rental townhouse project to be constructed on the new 5.11-acre parcel.		



I. LAND USE ORDINANCE

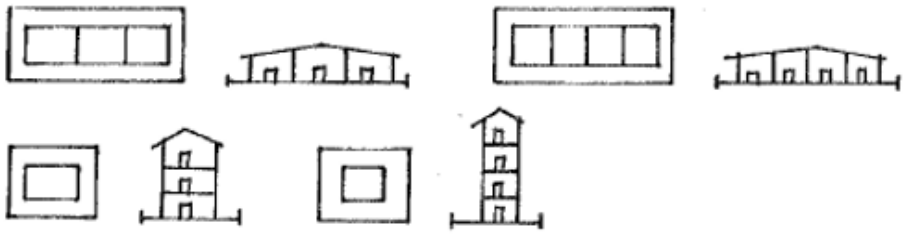
Title 16, Subdivision Ordinance, Section 16.04.040(F) and 16.12.070 require the subdivision of property to be reviewed and approved by the Murray City Planning Commission as the Land Use Authority.

The proposed subdivision has been designed to meet the requirements of the R-M-15 Zone, and to facilitate the withdrawal of property from the existing Condominiums in order to construct a 42-unit multi-family development.

Section 17.120.030 of the Murray City Land Use Ordinance requires that Multiple-family dwelling (#LU1131) developments receive Conditional Use approval by the Planning Commission.

17.120.030: CONDITIONAL USES:

1131	Multiple-family dwelling.



Murray City Standard Land Use Code defines #1131 as: "Multiple-family dwelling containing three or four family residences, detached (on one parcel, with or without attached garage.)"

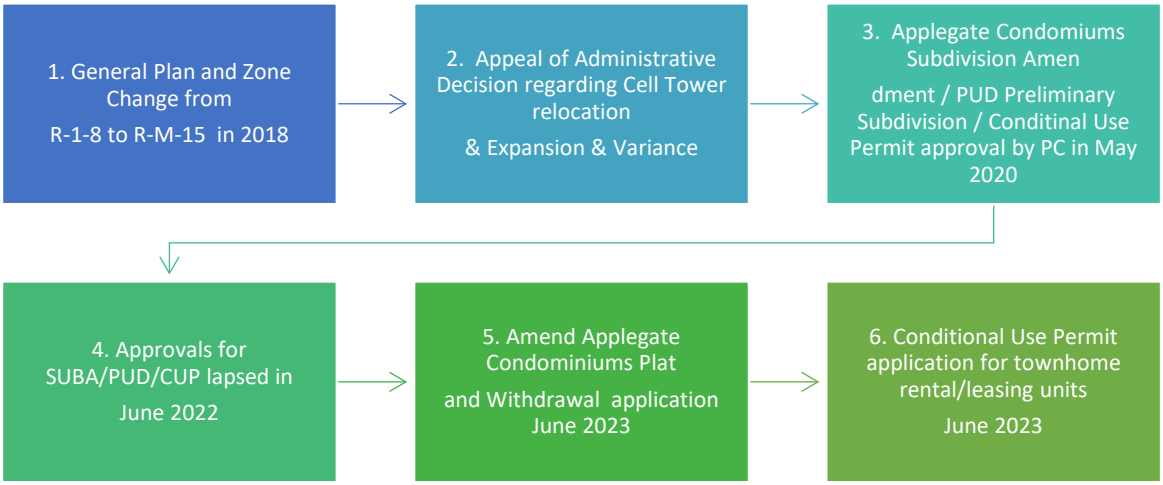
II. BACKGROUND

History and Process

Applegate LLC proposes a new multi-family project containing forty-two (42) townhome style units to be constructed on a new 5.11-acre parcel of property which is currently associated with the Applegate Condominiums. In 2018, the City Council approved a General Plan and Zone Map Amendment from R-1-8 to R-M-15. In 2019, an appeal to the Hearing Officer was made on an administrative decision regarding the cellular tower's nonconforming status. An expansion of nonconforming structure and variance was also granted by the Murray City Hearing Officer. In May of 2020, the Planning Commission granted Preliminary & Final Subdivision Amendment to the Applegate Condominiums, Preliminary Planned Unit Subdivision approval for 48 individually owned townhomes, and Conditional Use Permit approval for Applegate Townhomes PUD. The Applegate Condominiums Amended Plat was not recorded within the one-year time limit and the approval lapsed. The CUP approval was voided in June 2022 after no substantial work had taken place for a period of two years.

The current requests are for an amendment to the Applegate Condominiums to create the 5.11-acre lot/parcel and for a Conditional Use Permit to allow a multi-family rental project. These applications are substantially different from the 2020 and January 2023 applications. Planning Division Staff has determined that for the clearest review of these projects they are best combined into one staff report with the exception of the report sections for City Department Review, Findings, and Recommendations.

Staff has outlined the history for this property below:



Project Location

The subject property is the existing, 172-unit Applegate Condominiums, located on a 23.7-acre site on the west side of 700 West and north side of 5400 South. The Subdivision Amendment will create a 5.11-acre parcel from a portion of the existing Applegate Condominiums' common open space.

Surrounding Land Use and Zoning

Direction	Land Use	Zoning
North	Single-Family Residential & Quasi-Public	R-1-8
South	Multi-Family Townhomes (across 5400 South)	R-M-15 & R-1-8
East	Assisted Living	C-N
West	Single-Family Residential	R-1-8

Project Description & Review

Creation of the Parcel for Withdrawal: The Applegate Condominiums Amended Subdivision is proposed in order to withdraw 5.11 acres from the condominium and create a single lot that can be sold for further development. The parcel will be created from land that is currently open space, owned in common by all members of the Applegate Condominiums Homeowner's Association (HOA). The withdrawal and sale of the property does not impact the private ownership of any of the existing condominium units. The subdivision amendment

will include the realignment of Applegate Drive and allow it to connect to Spring Clover Drive.

Amended Condominium Declaration: The amended subdivision requires an amended Condominium Declaration. The Condominium Declaration, (hereafter referred to as the "Declaration") is the shorthand for the Declaration of Covenants, Conditions, Restrictions and By-Laws that accompany a condominium subdivision project – in this case, the Applegate Condominiums. Among other things, the Declaration describes those portions of the property that are held in common, limited common, and private ownership, and controls the maintenance and disposition of those common and limited common areas. As described above, the proposed amended plat will modify the amount of land held in common by the HOA. The amendment to the Declaration will allow this modification, re-delineate the amount of commonly held property, and enable the HOA management to declare the new parcel as "excess" and negotiate its sale.

Conditional Use Permit: The applicant proposes to construct forty-two (42) townhomes to be rented under a single ownership. The forty-two (42) units will front on a private access that connects Applegate and Spring Clover Drives. The proposed development requires Conditional Use approval by the Planning Commission.

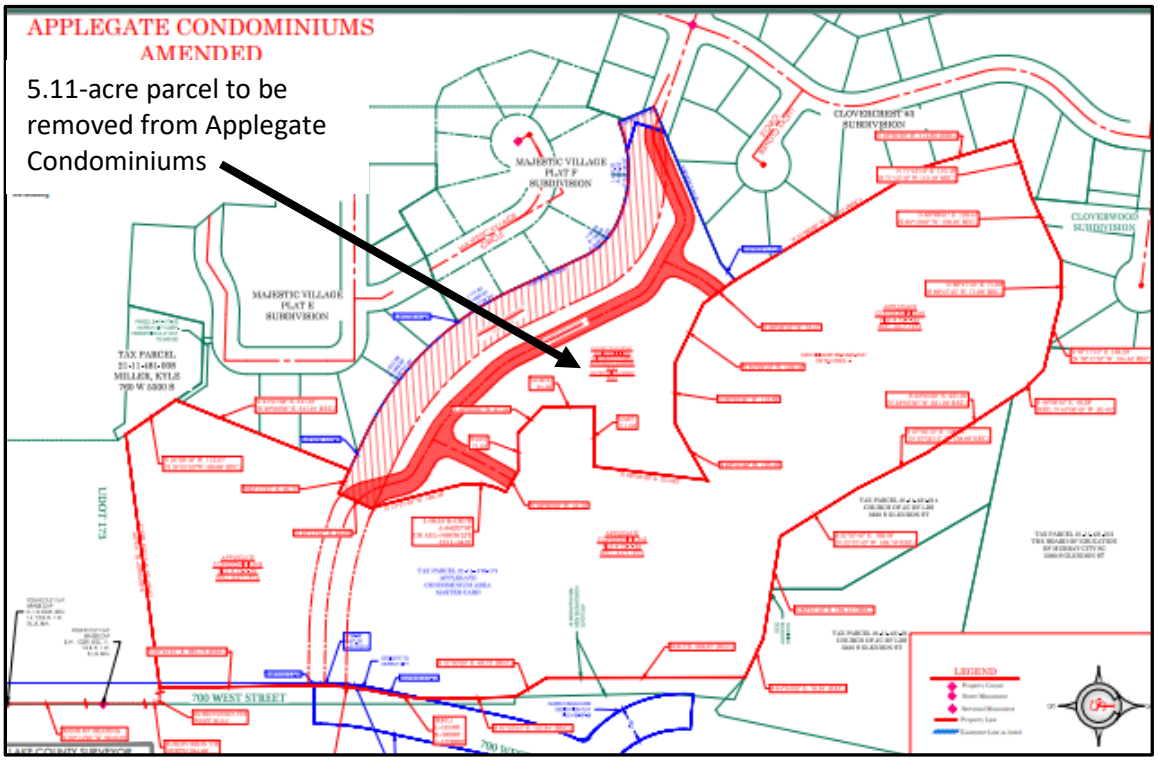


Exhibit: Applegate Amended

Access: Subdivision Code Section 16.16.170(2) states:" Multiple-Family Dwellings: Any residential subdivision development of more than one hundred (100) multiple-family dwellings shall have access to at least two (2) existing or proposed streets."

The applicant has proposed to have an access gate on Applegate Drive from Murray Boulevard at the Applegate Drive/Fuji Avenue connection noting "Ingress and egress both require key,

keycode, or transponder for entry. (See Site Plan C-5). Fuji and Applegate residents and guest and emergency vehicles access only." Also noted on the Site Plan is "Install fire apparatus access gate according to International Fire code IFC. (D103.5 Fire Apparatus Access Road Gates.

It is the City's opinion that the operation of the proposed east gate and the street connection to Spring Clover will push additional traffic into the neighborhood west and north of the development. Several streets in the neighborhood are already plagued with traffic and speeding issues, so pushing more traffic into the area is undesirable. To prevent additional traffic being pushed in the neighborhood to the west, the City Engineer is recommending that the Spring Clover access be limited to gated emergency access only. The gate will need to meet all fire code requirements for a secondary two-way emergency access and be controlled by Murray Fire Department. The gate is to be installed by the developer.

The existing property has historically been served by Applegate Drive alone, which currently runs north and west through the property from 700 West (aka Murray Boulevard.) In order to meet the requirements of Section 16.16.170(2) the applicant has proposed to connect Applegate Drive to Spring Clover Drive at the west. Applegate Drive will also be realigned to the north (and renamed "Fuji Avenue") away from the subdivision boundary and will connect to Spring Clover Drive at the west. The existing Applegate Drive will remain in service until the new "Fuji Avenue" alignment is completely installed. After Fuji Avenue is installed, construction of the units will begin.

There are several smaller private lanes that lead from Applegate Drive to provide looped accesses to the existing condominium units which will remain. Applegate Drive/Fuji Avenue will be reduced to 43' (inside back of sidewalk to inside back of sidewalk.) The right-of-way improvements will consist of six-foot (6') sidewalks, two-and-a-half-foot (2.5') rolled curb and gutter and twenty-six feet (26') of vehicular hard surface. No park strip is proposed.

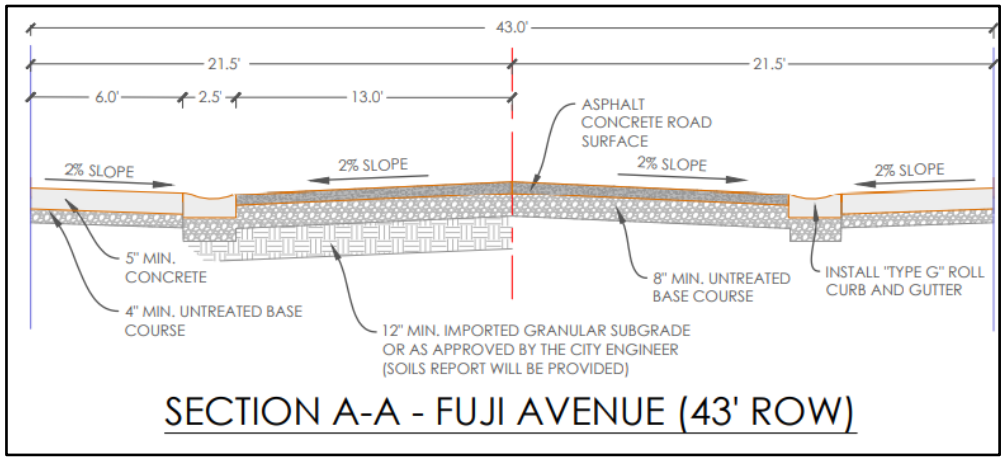
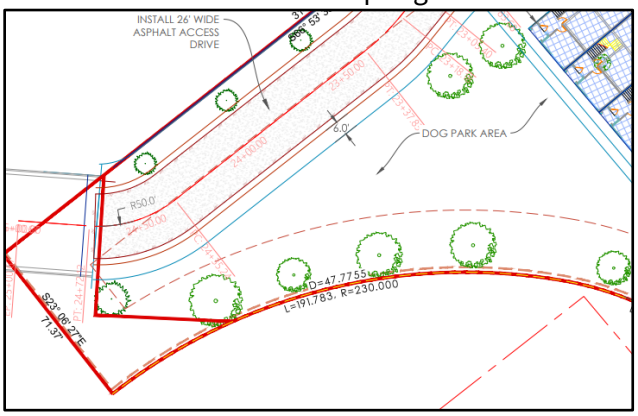


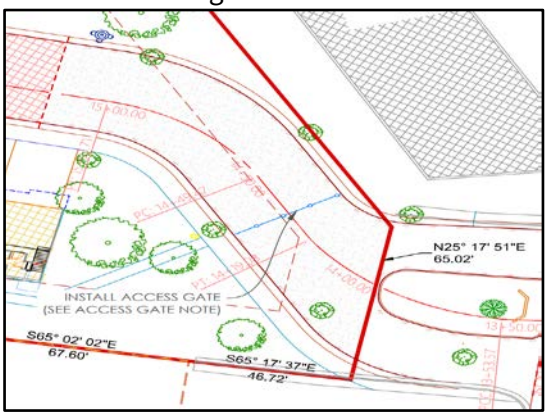
Exhibit: private road specifications

With the increased number of units, additional access to public rights-of-way was required by City Engineering standards and the Fire Department. To address those concerns, the applicants have proposed the following changes:

- Fuji Avenue – will remain private but will be modified, realigned to the north, and connected to Spring Clover Drive at the west end. See figure below:

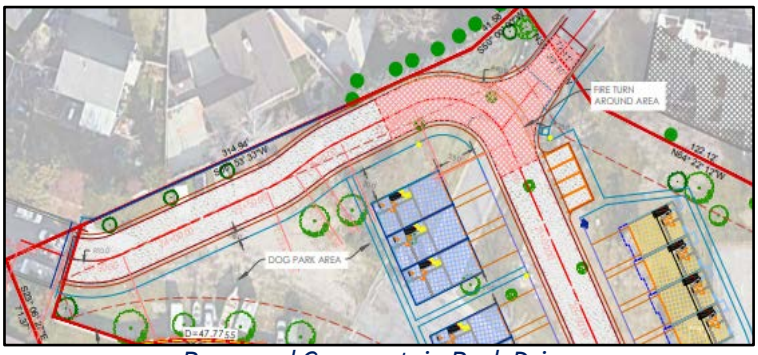


Fuji Ave connection to Spring Clover



Fuji Ave realignment with Applegate Drive showing access gate.

- Proposed Gravenstein Park will continue to connect to the units to the north but will be shortened with the realignment of Applegate Drive/Fuji Avenue. See figure below:



Proposed Gravenstein Park Drive



Existing Gravenstein Park Drive

- Pedestrian Access – Pedestrian access is important throughout the project. Sidewalks to connect new townhomes to the larger project have been provided on Applegate Drive as well as on Rome Beauty Park. The sidewalk system will also allow a pedestrian connection through the southwest end of the project to Spring Clover Drive and the sidewalk should be extended on at least one side of the private access on Gravenstein Park.
- Vehicular Access & Utility Easements – Vehicular access and utility easements for the existing properties in the condominium will be relocated to coincide with the new alignment of Applegate Drive/Fuji Avenue. The applicant has provided a copy of the Reciprocal Easement and Maintenance Agreement between Applegate Homeowners Association (HOA) ("Association") and Applegate LLC ("Owner") which addresses the shared access rights for the private right-of-way, utility easements, the existing clubhouse and pool and future sports courts, tot lot/playground, and barbecue pavilion area amenities.
- As noted on the Site Plan (C-5), the applicant has proposed to have an access gate on Applegate Drive from Murray Boulevard at the Applegate Drive/Fuji Avenue connection noting "Ingress and egress both require key, keycode, or transponder for entry. Fuji

and Applegate residents and guest and emergency vehicles access only." Also noted on the Site Plan is "Install fire apparatus access gate according to International Fire code IFC. (D103.5 Fire Apparatus Access Road Gates."

- Connection to Spring Clover – The applicant has indicated the road connection of Fuji Avenue to Spring Clover Drive will not include a gate. However, the Murray City Planning Staff in conjunction with the Fire and Engineering Departments are recommending a secondary emergency access gate be installed at this connection and is controlled solely by Murray City. Attached is a memo from the City Engineer further explaining the reason for this requirement. This access will provide the secondary emergency access requirement per city code and will also provide for maintenance of sewer cleanouts. The applicant will also need to dedicate a triangular piece of property that currently extends into Spring Clover Drive to Murray City.

- Impacts on surrounding properties – The applicant has proposed a 6' high vinyl fence as the buffer between the proposed project and the adjacent single-family residential area. Staff suggests that a solid 8' masonry wall be installed. It has been the practice where a multi-family project abuts a single-family residential neighborhood that an 8' foot high masonry wall be required. Experience with previous projects has shown that vinyl fences are not as stable or durable and solid masonry walls last much longer and provides a better visual impact on the adjacent neighbors with the change in grades. Requiring an emergency access gate at the Spring Clover connection will mitigate additional traffic impacts to the residential neighborhood to the west and will mitigate any additional traffic congestion at the Murray Boulevard 5300 South intersection.

- The Fire Department has indicated with the narrowness of the relocated right-of-way, "No Parking" signs should be posted and enforced by the project's management.

Traffic Impact Study: A full Traffic Impact Study (TIS) was conducted in 2019. Updates to this study were performed in July of 2022 and December 2022 in conjunction with the applications. The TIS analyzes traffic operations at key intersections for existing conditions with and without the proposed project, including Applegate Drive/Murray Boulevard and intersections at 5400 South & 700 West and 5300 South & College Drive.

The traffic impact study measured existing traffic volumes and added traffic generated by the proposed units. The study projects 95% (1,200) vehicles per day will utilize the Murray Blvd. access and 5% (60) vehicles per day will use the Spring Clover access. The study recommends installation of a gate near Spring Clover Drive to restrict use of the private street by the adjoining neighborhood to the west. The applicant is proposing to have a gate near the Murray Boulevard access as suggested by the traffic study. Additionally, as mentioned above, the City Engineer is requiring an additional emergency access gate to be installed and controlled by the City at the Spring Clover connection.

The TIS finds that there is no significant impact on the existing conditions and proposed development.

Parking: The proposed project will eliminate two existing parking lots west and south of the clubhouse. The R-M-15 Zone requires 2.5 parking stalls per unit. All proposed townhomes have two-car garages and driveways that will accommodate another two vehicles. The proposed units will meet the minimum parking requirement. The existing parking in front (southwest) of the clubhouse and pool will be eliminated with the realignment of Applegate Drive/Fuji Avenue. The site plan (Plan C-03) shows a total of 35 new parking stalls dispersed in Baldwin Park (4), Ben Davis Park (4), Rome Beauty Park (12), and Gravenstein Park (15). The modified visitor parking of thirty-five (35) spaces will allow for the same amount of visitor parking for the existing Applegate condos. The overall site meets the minimum parking requirements.

Grading, Drainage & Utilities: Grading, storm drainage, and utility plans have been provided and are under review with City Staff. The Murray City Water Division has raised concerns with the proposed plans to provide water that will need to be addressed. Those concerns are outlined in the City Department Review section of this report and are included as conditions of approval. Storm drain requirements will include on-site detention and retention. The proposed grading plan includes a detention area to the west of the new units on Fuji Avenue. The Site Plans (C-04, C-05 and C-06) show the detention area identified as "dog park". The City Engineer will not allow a dog park as part of the detention area and will need to be removed from plans at the time of building permit submittal. The Engineer's requirements are detailed in the City Department Review section and included with the conditions of approval.

Site Geotechnical Report: The geotechnical reports have been received by staff and no concerns have been expressed.

Cellular Tower: There is an existing cellular monopole tower on the property. In order for the Applegate HOA to sell the subject property and allow it to be developed, they sought and were granted a variance which will allow them to replace the monopole to its former location near the intersection of 700 West (Murray Boulevard) and 5400 South. The monopole must be relocated prior to the recording of the subdivision amendment because it is currently a legal non-conforming use in the R-M-15 Zone. Staff has recommended the Planning Commission require the relocation as a condition of approval.

Amenities: The new development proposes the installation of new sports courts, a dog park, pavilion, playground area and barbeque areas. The existing Applegate Condominiums and Applegate LLC will share the use, improvements, maintenance, access rights for the private right-of-way, utility easements, the existing clubhouse and pool and future sports courts, tot lot/playground, and barbecue area amenities. The shared amenity(s) will be controlled by the Declarations of both projects. There will be no physical separations such as fences between the two developments, and the connected sidewalks and roadways will encourage use of the open spaces. The applicant has provided a copy of the Reciprocal Easement and Maintenance Agreement between Applegate Homeowners Association (HOA) and Applegate LLC which addresses the private right-of-way road, utility easements, use of existing and future amenities as indicated above.

Landscaping: The R-M-15 Zone does not have specific landscaping requirements. Staff is comfortable with the proposed landscaping and amenities as proposed. The landscape plan,

identified as L1, provided by the applicant shows 46 units. The plan will need to be updated showing the correct layout and number of units (42) prior to the submittal of building permits. The applicant shall provide an updated formal landscaping plan prepared and stamped by a licensed Utah Landscape Architect for all landscaping improvements on or associated with the project, meeting all requirements of Section 17.68 of the Murray City Land Use Ordinance prior to the first building permit submittal.

Proposed Units & Height: The applicant intends to construct all townhomes in the project. The applicant has indicated that property management for the Fuji Townhomes will be done off-site. A Murray City business license is required for all rental units. All elevations and floor plans for the proposed townhomes indicate 3-story units with the garages oriented towards proposed Fuji Avenue providing space for vehicles to park in front of the garage. The R-M-15 Zone allows forty feet (40') for maximum building heights as approved by the Planning Commission. The tallest of the buildings proposed is 33.5', which conforms. Elevations and floorplans for the potential units are attached to this report for review.



Project Density

The R-M-15 zone allows for a base density of up to twelve (12) units per acre. Based on the 5.11 acres of the subject property the project is allowed up to sixty (60) units. The applicants have proposed forty-two (42) which results in a density of approximately eight (8) units per acre. This meets the requirements of the zone.

R-M-15 Zone Standards

Murray Land Use Section 17.120.080 states "Building height will be determined by the planning commission for conditional uses, except no building shall be erected to a height greater than forty feet (40'), and no dwelling shall be erected to a height less than one story. The proposed townhomes have been designed to meet the requirements of Chapter 17.120 (R-M-15). The structures consist of three (3) and four (4) unit-attached townhomes. The table below shows the requirements of the zone and the proposed setbacks. Staff has no concerns with the proposed setbacks and heights.

R-M-15 Zone	Code Requirement	Proposed
Front Yard	Twenty-Five Feet (25')	Twenty-Five (25')
Rear Yard	Twenty-Five Feet (25')	Twenty- Five (25')
Interior Side Yard	Eight Feet (8')	Twenty between buildings (20')
Corner Side Yard	Twenty Feet (20')	Twenty (20')
Height	Up to Forty Feet (40')	Thirty-three feet five inches (33.5')

III. STATE AND MUNICIPAL CODE REVIEW STANDARDS

Murray City Code Title 16, Subdivision Ordinance, outlines the requirements for subdivision review. Utah State Code (10-9a-604) states that a subdivision plat may not be recorded until approved by the Land Use Authority of the City. The Planning Commission's role as the Land Use Authority is to ensure that a proposed subdivision is consistent with established ordinances, policies, and planning practices of the City. The Planning Commission makes investigations, reports, and recommendations on proposed subdivisions as to their conformance to the General Plan and Title 17 of City Code, and other pertinent documents as it deems necessary. After completing its review of the final plat, the Planning Commission shall approve or disapprove the final plat in accordance with Section 16.12.070 of the City Code.

Utah State Code Section 10.9a.507(2)(a) states: "A land use authority shall approve a conditional use if reasonable conditions are proposed, or can be imposed, to mitigate the reasonably anticipated detrimental effects of the proposed use in accordance with applicable standards."

Murray Land Use Code Section 17.120.130 requires Planning Commission approval for multi-family dwellings within the R-M-15 Zone. The Planning Commission's role as the Land Use Authority is to ensure that a proposed project is consistent with established ordinances, policies and planning practices of the City. The Planning Commission makes investigations, reports, and recommendations on proposed projects and "after the public hearing, the city may establish conditional zones within existing zoning districts where it is shown that it is in the best interests and general welfare of the community."

IV. LAND USE ORDINANCE STANDARDS REVIEW - CONDITIONAL USE PERMIT

Section 17.120.030 of the Murray City Land Use Ordinance requires that Multiple-family dwelling developments require Conditional Use approval by the Planning Commission. Murray City Code Section 17.56.060 outlines the following standards for review for conditional uses.

A. That the proposed use of the particular location is necessary or desirable to provide a service or facility which will contribute to the general well-being of the community and the neighborhood.

With compliance to city regulations, the proposed multi-family townhome project will contribute to the community and neighborhood by providing additional housing options and

making needed improvements to existing housing and infrastructure available.

B. That such use will not, under the circumstances of the particular case, be detrimental to the health, safety or general welfare of person residing or working in the vicinity, or injurious to property or improvements in the vicinity.

With conditions, the proposed multi-family townhome project will not be detrimental to the health, safety, or general welfare of people in the vicinity.

C. That the proposed use will stress quality development with an emphasis towards adequate buffering, landscaping, proper parking and traffic circulation, use of appropriate gradation of building height away from single-family districts and density to create privacy and compatibility with surrounding uses, use of building materials which are in harmony with the area, impact on schools, utilities, and streets.

The proposed multi-family townhome project will contribute to the overall quality of housing and development in the area, providing appropriate density, parking, and open space. The proposed Fuji Townhome project will allow secondary access to the Applegate community where there has not been one previously. This proposed project could contribute to the much-needed reinvestment into the Applegate Condominium's site.

D. That the applicant may be required to provide such reports and studies which will provide information relating to adequate utilities, traffic impacts, school impacts, soil and water target studies, engineering reports, financing availability, market considerations, neighborhood support and any other information which may be needed in order to render a proper decision.

The applicant has submitted sufficient information for the review, based on conditions, for this Conditional Use Permit application by Murray City Staff and the Murray City Planning Commission.

V. PUBLIC COMMENTS

Planning Division Staff sent 502 notices to property owners within 500' of the subject property and to affected entities. As of the date of this report, staff has received emails and several phone calls with concerns about traffic, access, leasing/rental units and building height adjacent to single-family residential neighborhoods. Copies of emails received at the time of this staff report are attached. Staff will cover any additional comments received at the meeting.

NOTE: The final sections of this report are each separated and provided individually for each of the two applications for Subdivision Amendment (agenda item #8) and Conditional Use Permit Review (agenda item #9).

Subdivision Amendment:	Conditional Use Permit:
City Department Review - Pg 12	City Department Review – Pg 17
Findings - Pg 14	Findings - Pg 20
Conclusion & Recommendation - Pg 14	Conclusion & Recommendation - Pg 20

VI. CITY DEPARTMENT REVIEW - SUBDIVISION AMENDMENT

A Planning Review Meeting was held on May 30, 2023, where the proposed Subdivision Amendment and Conditional Use Permit application(s) were reviewed by Murray City Department Staff. The following comments have been provided by the departments that responded:

The Murray City Engineer recommends approval subject to the following conditions:

- Meet City Subdivision requirements – City Code Title 16.
- Meet Salt Lake County's requirements for plat recording – reviews by Salt Lake County Surveyor's Office and Recorder's Office are required.
- Meet Salt Lake County addressing requirements for street name and unit addressing – Fuji Avenue needs to be changed to Fuji Way or Fuji Drive.
- Delineate and designate with dimensions, boundaries, courses, and address coordinates the proposed street. Suggest showing this on a 2nd sheet with a 1" = 40' or larger scale so that it's legible.
- Dedicate the triangular piece of property that extends into Spring Clover Drive to Murray City.
- Dedicate the strip or property south of Applegate drive that extends into Murray Blvd.
- Recommendation – work with the property owners at 5313 South Majestic Village Cir. and 839 West Spring Clover Dr. to clean up the property line discrepancies.
- Show drainage easements in locations that have drainage facilities.
- Meet City storm drain requirements, on site detention and retention of the 80th percentile storm is required. Implement Low Impact Development (LID) practices.
- Provide an LID and drainage summary report.
- Sidewalks, pedestrian ramps, and crosswalks must meet current City and ADA Standards.
- Meet city street standards – street grades should not be less than 0.5% and no greater than 10%. Tapers or smooth transitions should be provided street connections and curves should not impede line of site.
- Meet City utility requirements and provide PUE's within and along the proposed street for proposed gas, electric and communication lines.
- Provide full plan and profile drawings of the proposed street and utilities.
- Provide emergency only access gate meeting Fire Department requirements at Fuji connection to Spring Clover Drive.
- Provide new water, sewer and storm drain in Fuji.
- Based on the proposed street geometry, provide a design speed and speed limit signs.
- Provide stop signs, coordinate markers at all street intersections and no parking signs along the proposed street.
- Provide street lighting – show locations and type on site plan.
- Develop a site SWPPP and obtain a City Land Disturbance Permit prior to beginning site construction work.
- Obtain a City Excavation Permit for work in the City right-of-way.

The Murray City Water Division requires the following:

- Eliminate the 8" Master Meter for the FUJI Townhomes. The 1" water laterals with individual meters to each unit, is the preferred approach for this project. We will not allow master meters to be installed in asphalted areas.
- Specify where the irrigation meter will be located and the size
- We will require additional 8" Gate valves for isolation purposes.
    - x 1 where the connection is at Spring Clover Dr
    - x 2 at the water main tee for FUJI Avenue
    - x 1 at the tee east of the 2nd Fire Hydrant on FUJI Avenue
- Show the 6" Auxiliary Valves at the waterline tees for the fire hydrants.
- Follow the Master Meter specifications and requirements for the 8" Connection at Applegate's Waterline.
    - Page 21 - https://murray.utah.gov/DocumentCenter/View/13884/Spec-Book-2023-Updated-4142023?bidId=
- Must better describe how the contractor will disconnect and cap Applegate's privately owned water line that is west of the project
- All water work must be done to Murray City Water's Specification and Requirements.

The Murray City Wastewater Division requires the following:

- Plans must show and state on the utility sheet how existing sewer will be abandoned and capped. One manhole at the west end of development will have to be completely removed due to the shallowness of the manhole.
- Include manhole abandonment detail from Murray Wastewater specification book in the plans.
- Note on utility page all sewer work must meet Murray Wastewater specification.
- Some plan and profile pages do not match, please correct.
- All existing utilities must be maintained and protected during construction.
- Any gates that are installed for access must be coded and allowed for 24 HR emergency utility access for all utilities

Murray Power Department states:

- Please refer to previous comments. In addition, we will need a code to the proposed gate for 24-hour access to the power metering equipment. There will also be scheduled power outages that will need to be coordinated, by the developer, during the underground powerline relocation.
- The developer will need to meet with Murray City Power to discuss planning the new power service(s) and future equipment placement to the building(s) with additional line extension costs to provide electrical service. The developer must meet all Murray City Power Department requirements and the current NESC/NEC code and provide the required easement/clearance(s) for equipment and Power lines.
- **Please contact John Galanis 801-264-2723 for meter placement on the building(s) and proper metering equipment requirements before construction begins**

Murray Fire Department states:

- Must meet all International Fire Code (IFC) 2018/2021, along with any applicable National Fire Protection Association (NFPA) codes.
- Fire department access roads shall not exceed 10 percent grade IFC D103.2
- No parking signage and enforcement of fire department access roads. D103.6.2
- Where vertical distance between the grade plane and highest roof surface exceeds 30 ft, approved aerial fire apparatus access roads of 28' shall be provided. D105.1 with 503.2.2 Authority outriggers.
- Meet all applicable Fire Codes: 503.1.1 Buildings and facilities.; 503.5 Required gates or barricades; 503.5.1 Secured gates and barricades; 503.6 Security gates.; D102.1 Access and loading; D103.1 Access road width with a hydrant; D103.5 Fire apparatus access road gates; D103.6 Signs; D103.6.1 Roads 20 to 26 feet in width; D103.6.2 Roads more than 26 feet in width; D105.1 Where required; D105.2 Width; D105.3 Proximity to building; D105.4 Obstructions.

The Building Official states:

- The Townhomes must meet all IRC requirements.

The Police Department states:

- If the community is to be a gated community, police would need the key code access in order to provide police services.

The preceding comments are addressed as conditions in the final section of this report.

VII. FINDINGS - SUBDIVISION AMENDMENT

Based on the analysis of the proposed subdivision, review of the applicable land use and subdivision requirements, and a survey of the surrounding area staff concludes the following:

1. With conditions, the proposed subdivision can comply with the standards of the Murray City Subdivision Ordinance.
2. With conditions, the proposed subdivision will allow for the sale of property which will provide for needed improvements to be made to the existing condominium units and property.
3. The proposed subdivision creates an opportunity for further residential development which is encouraged and supported by the 2017 Murray City General Plan in this area.

VIII. CONCLUSION/RECOMMENDATION - SUBDIVISION AMENDMENT

Based on the information presented in this report, application materials submitted, and a site review, staff recommends that the **Planning Commission GRANT the Preliminary and Final Subdivision Amendment Approval for the proposed Applegate Condominiums Amended Subdivision on property located at 770 West Applegate Drive** subject to the following conditions:

1. The project shall meet all requirement of the Murray City Engineer, including the following:

a) Meet City Subdivision requirements – City Code Title 16.
b) Meet Salt Lake County's requirements for plat recording – reviews by Salt Lake County Surveyor's Office and Recorder's Office are required.
c) Meet Salt Lake County addressing requirements for street name and unit addressing – Fuji Avenue needs to be changed to Fuji Way or Fuji Drive.
d) Delineate and designate with dimensions, boundaries, courses, and address coordinates the proposed street. Suggest showing this on a 2nd sheet with a 1" = 40' or larger scale so that it's legible.
e) Dedicate the triangular piece of property that extends into Spring Clover Drive to Murray City.
f) Dedicate the strip or property south of Applegate Drive that extends into Murray Blvd.
g) Recommendation – work with the property owners at 5313 South Majestic Village Cir. and 839 West Spring Clover Dr. to clean up the property line discrepancies.
h) Show drainage easements in locations that have drainage facilities.
i) Meet City storm drain requirements, on-site detention and retention of the 80th percentile storm is required. Implement Low Impact Development (LID) practices.
j) Provide an LID and drainage summary report.
k) Sidewalks, pedestrian ramps, and crosswalks must meet current City and ADA Standards.
l) Meet city street standards – street grades should not be less than 0.5% and no greater than 10%. Tapers or smooth transitions should be provided street connections and curves should not impede line of site.
m) Meet City utility requirements and provide PUE's within and along the proposed street for proposed gas, electric and communication lines.
n) Provide full plan and profile drawings of the proposed street and utilities.
o) Provide emergency only access gate meeting Fire Department requirements at Fuji connection to Spring Clover Drive.
p) Provide new water, sewer and storm drain in Fuji.
q) Based on the proposed street geometry, provide a design speed and speed limit signs.
r) Provide stop signs, coordinate markers at all street intersections and no parking signs along the proposed street.
s) Provide street lighting – show locations and type on site plan.
t) Develop a site SWPPP and obtain a City Land Disturbance Permit prior to beginning site construction work.
u) Obtain a City Excavation Permit for work in the City right-of-way.

2. The existing cell tower shall be relocated prior to recordation of the amended plat and prior to issuance of any building permits.
3. The applicant shall meet all International Fire Code (IFC) 2018.2021 along with National Fire Protection Association (NFPA) codes. Meet all standards including the number and placement of hydrants, adequate fire flow, and appropriate emergency service access and gates. See Department Comments for further details.
4. The applicant shall install and enforce "No parking" signage on Fuji Avenue for adequate fire safety access.
5. The project shall meet all Water, Wastewater and Power Department requirements.
6. The applicant shall install an 8-foot-high solid wall adjacent to any single-family dwellings

and must be installed prior to construction of any new dwellings.

7. The sidewalk shall be extended to the property line on Gravenstein Park.
8. The applicant shall provide amended Declarations for both the Applegate Condominiums and the Fuji Townhomes that demonstrate the clear shared use, maintenance, and improvement of the existing clubhouse and pool, and that demonstrate the necessary shared access and parking agreements will continue in perpetuity. A copy of the recorded Declarations is required to be provided to the Planning Division.
9. The applicant shall prepare a Final Amended Subdivision Plat with complies with all requirements of the Murray City Land Use Ordinance and with Title 16, Murray City Subdivision Ordinance and meet Salt Lake County Recorder's requirements.
10. The amended subdivision plat shall be recorded within one year of the final approval by the Planning Commission or the subdivision plat approval shall be null and void.

IX. CITY DEPARTMENT REVIEW - CONDITIONAL USE PERMIT

A Planning Review Meeting was held on May 30, 2023, where the proposed Conditional Use Permit for multi-family dwellings project was reviewed. City staff provided the following comments:

The Murray City Engineer requires the following conditions:

- Meet City subdivision requirements and standards – City Code Title 16.
- Meet City storm drain requirements, on-site detention and retention of the 80th percentile storm is required. Implement Low Impact Development (LID) practices.
- Provide an LID and drainage summary report.
- Storm drain detention and retention areas should not be used as dog parks.
- Sidewalks, pedestrian ramps, and crosswalks must meet current City and ADA Standards.
- Meet City street standards – street grades should not be less than 0.5% and no greater than 10%. Tapers or smooth transitions should be provided at street connections and curves should not impede line of site.
- Meet City utility requirements and provide PUE's withing and along the proposed street.
- Provide plan and profile drawings of the proposed street and utilities.
- Provide emergency only access gate meeting Fire Department requirements at Fuji connection to Spring Clover Drive.
- Provide new water, sewer and storm drain in street and reconnect existing utilities to the new utility lines.
- Maintain access and utility connections for the existing Applegate community.
- Based on the proposed street geometry, provide a design speed and speed limit signs.
- Provide stop signs and coordinate markers at all street intersections and no parking signs along the proposed street.
- Provide street lighting.
- Develop a site SWPPP and obtain a City Land Disturbance Permit prior to beginning site construction work.
- Obtain a City Excavation Permit for work in the City right-of-way.

The Murray City Building Official states:

- The applicant provide complete plans, calculations, and soils reports for building permit submittals.
- Townhomes to meet all the IRC requirements.

The Murray City Water Division requires the following:

- Eliminate the 8" Master Meter for the FUJI Townhomes. The 1" water laterals with individual meters to each unit, is the preferred approach for this project. We will not allow master meters to be installed in asphalted areas.
- Specify where the irrigation meter will be located and the size
- We will require additional 8" Gate valves for isolation purposes.
    - x 1 where the connection is at Spring Clover Dr
    - x 2 at the water main tee for FUJI Avenue
    - x 1 at the tee east of the 2nd Fire Hydrant on FUJI Avenue
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- Follow the Master Meter specifications and requirements for the 8" Connection at Applegate's Waterline.
    - Page 21 - https://murray.utah.gov/DocumentCenter/View/13884/Spec-Book-2023-Updated-4142023?bidId=
- Must better describe how the contractor will disconnect and cap Applegate's privately owned water line that is west of the project
- All water work must be done to Murray City Water's Specification and Requirements.

The Murray City Wastewater Division requires the following:

- Plans must show and state on the utility sheet how existing sewer will be abandoned and capped. One manhole at the west end of development will have to be completely removed due to the shallowness of the manhole.
- Include manhole abandonment detail from Murray Wastewater specification book in the plans.
- Note on utility page all sewer work must meet Murray Wastewater specification.
- Some plan and profile pages do not match, please correct.
- All existing utilities must be maintained and protected during construction.
- Any gates that are installed for access must be coded and allowed for 24 HR emergency utility access for all utilities

Murray Power Department states:

- Please refer to previous comments. In addition, we will need a code to the proposed gate for 24-hour access to the power metering equipment. There will also be scheduled power outages that will need to be coordinated, by the developer, during the underground powerline relocation.
- The developer will need to meet with Murray City Power to discuss planning the new power service(s) and future equipment placement to the building(s) with additional line extension costs to provide electrical service. The developer must meet all Murray City Power Department requirements and the current NESC/NEC code and provide the required easement/clearance(s) for equipment and Power lines.
- **Please contact John Galanis 801-264-2723 for meter placement on the building(s) and proper metering equipment requirements before construction begins**

Murray Fire Department states:

- Must meet all International Fire Code (IFC) 2018/2021, along with any applicable National Fire Protection Association (NFPA) codes.
- Fire department access roads shall not exceed 10 percent grade IFC D103.2
- No parking signage and enforcement of fire department access roads. D103.6.2
- Where vertical distance between the grade plane and highest roof surface exceeds 30 ft, approved aerial fire apparatus access roads of 28' shall be provided. D105.1 with 503.2.2 Authority outriggers.
- Meet all applicable Fire Codes: 503.1.1 Buildings and facilities.; 503.5 Required gates or barricades; 503.5.1 Secured gates and barricades; 503.6 Security gates.; D102.1 Access

and loading; D103.1 Access road width with a hydrant; D103.5 Fire apparatus access road gates; D103.6 Signs; D103.6.1 Roads 20 to 26 feet in width; D103.6.2 Roads more than 26 feet in width; D105.1 Where required; D105.2 Width; D105.3 Proximity to building; D105.4 Obstructions.

The Police Department states:

- If the community is to be a gated community, police would need the key code access in order to provide police services.

The preceding comments are addressed as conditions in the final section of this report.

X. FINDINGS - CONDITIONAL USE PERMIT

Based on the analyses of the Conditional Use Permit of the new multi-family leasing units for Fuji Townhomes and a survey of the surrounding area, staff concludes the following:

1. With conditions, the proposed multi-family project will comply with the standards of the Murray City Land Use Ordinance.
2. The proposed multi-family townhome units provide new and needed residential housing opportunities at appropriate density for the area, while providing improvements to existing housing and needed infrastructure.
3. The proposed multi-family project is in harmony with the Future Land Use Map and the objectives and goals of the Murray City General Plan.

XI. CONCLUSION/RECOMMENDATION - CONDITIONAL USE PERMIT

Based on the information presented in this report, application materials submitted and a site review, staff recommends that the **Planning Commission APPROVE the CONDITIONAL USE PERMIT to allow the proposed Fuji Townhomes located at approximately 770 West Applegate Drive** subject to the following conditions:

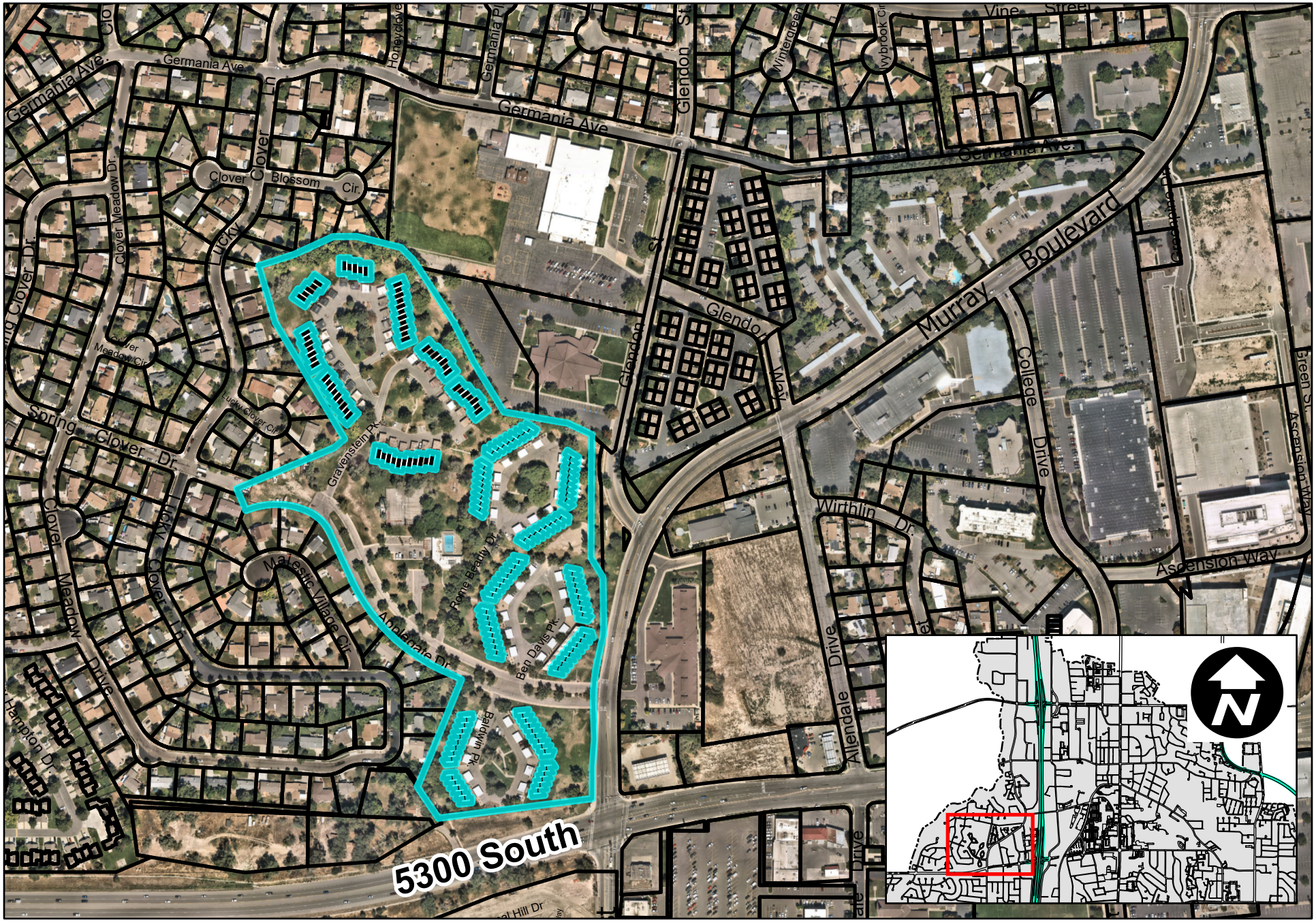
1. The project shall meet Murray City Engineering requirements including the following:
    a) Meet City subdivision requirements and standards – City Code Title 16.
    b) Meet City storm drain requirements, on-site detention and retention of the 80th percentile storm is required. Implement Low Impact Development (LID) practices.
    c) Provide an LID and drainage summary report.
    d) Storm drain detention and retention areas should not be used as dog parks.
    e) Sidewalks, pedestrian ramps, and crosswalks must meet current City and ADA Standards.
    f) Meet City street standards – street grades should not be less than 0.5% and no greater than 10%. Tapers or smooth transitions should be provided at street connections and curves should not impede line of site.
    g) Meet City utility requirements and provide PUE's within and along the proposed street.
    h) Provide plan and profile drawings of the proposed street and utilities.

i) Provide emergency only access gate meeting Fire Department requirements at Fuji connection to Spring Clover Drive.
j) Provide new water, sewer and storm drain in street and reconnect existing utilities to the new utility lines.
k) Maintain access and utility connections for the existing Applegate community.
l) Based on the proposed street geometry, provide a design speed and speed limit signs.
m) Provide stop signs and coordinate markers at all street intersections and no parking signs along the proposed street.
n) Provide street lighting.
o) Develop a site SWPPP and obtain a City Land Disturbance Permit prior to beginning site construction work.
p) Obtain a City Excavation Permit for work in the City right-of-way.

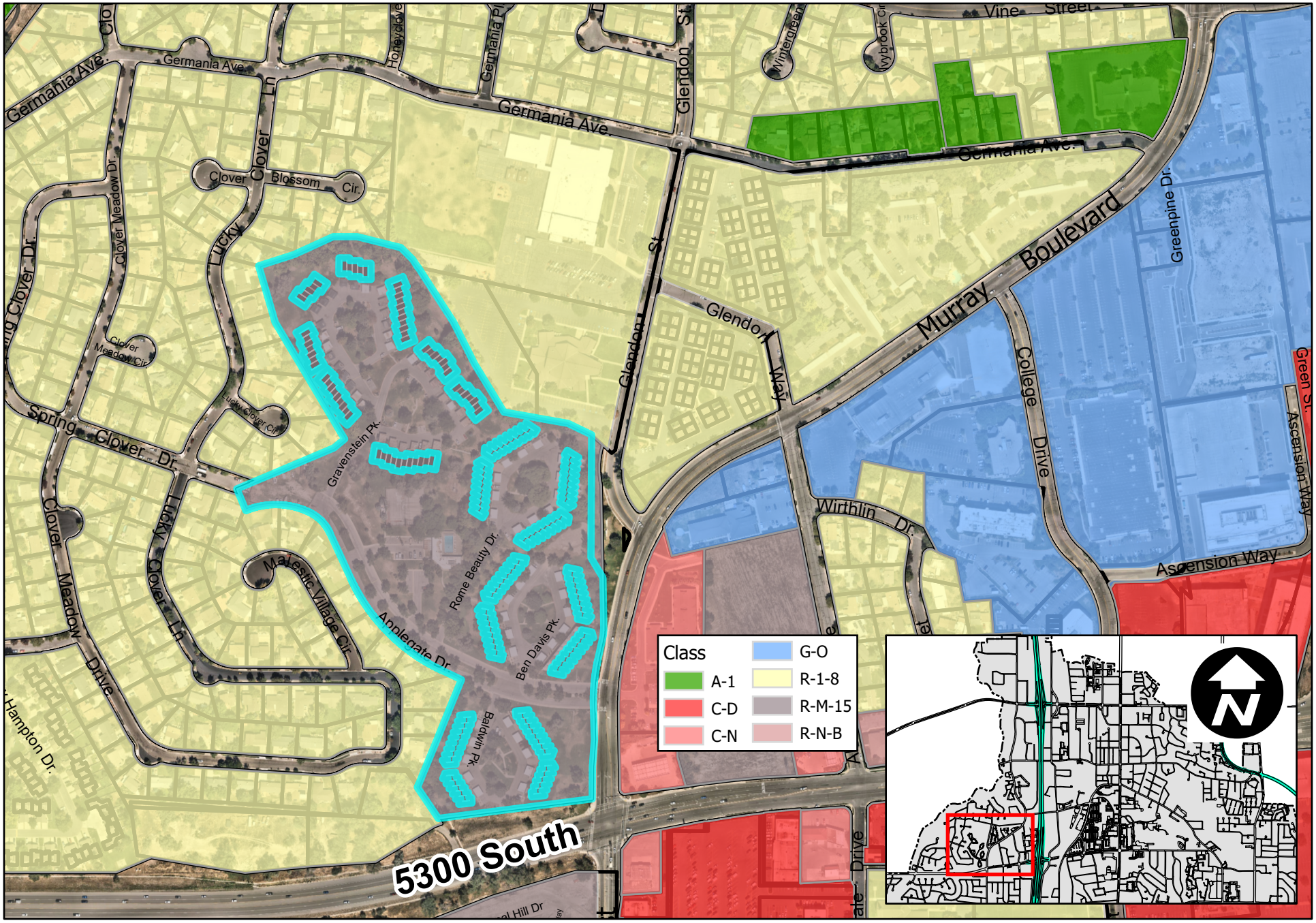
2. The existing cellular tower shall be relocated off the subject property prior to recordation of the Amended Applegate Subdivision and prior to issuance of any building permits.
3. The project shall meet all applicable Fire Code standards including number and placement of hydrants, adequate fire flow, and appropriate emergency service access.
4. The applicant shall install "No Parking" signage and be enforced on Fuji Avenue for adequate fire safety access.
5. The project shall meet all Water, Wastewater and Power Department requirements.
6. The applicant shall work with the Murray City Water Division to correct the design issues identified in this report.
7. The applicant shall install an eight-foot (8') solid masonry wall adjacent to all single-family dwellings.
8. The creation of the new parcel/lot on a private accessway prohibits any future potential subdivision for individual ownership (townhomes) per Section 16.16.090.
9. The applicant shall remove the dog park from the detention basin area.
10. The applicant shall provide an updated formal landscaping plan prepared and stamped by a licensed Utah Landscape Architect for all landscaping improvements on or associated with the project, meeting all requirements of Section 17.68 of the Murray City Land Use Ordinance prior to the first building permit submittal.
11. The applicant shall provide amended Declarations for both the Applegate Condominiums and the Fuji Townhomes that demonstrate the clear shared use, maintenance, and improvement of the existing clubhouse and pool, and that demonstrate the necessary shared access and parking agreements will continue in perpetuity. A copy of the recorded Declarations shall be provided to the Planning Division.
12. The applicant shall provide a copy of the recorded Reciprocal Easement Agreement to the Planning Division.
13. All new dwellings shall meet the maximum height of the R-M-15 Zone (Section 17.120).
14. The applicant shall provide complete plans, calculations, and soils reports for building permit submittals and to meet all Building Code requirements.

15. The applicant shall meet all of the R-M-15 Zone (Section 17.120) requirements.
16. The applicant/property owner shall obtain a business license for the rental units.
17. The sidewalk on the proposed (lot/parcel) shall be extended on at least one side of the private access on Gravenstein Park Drive.

770 West Applegate Drive



770 West Applegate Drive



MURRAY CITY CORPORATION
PUBLIC WORKS

MEMORANDUM

To: Murray City Planning Commission

Cc: Russ Kakala, Public Works Director
Doug Hill, Chief Administrative Officer
G.L., City Attorney
Jared Hall, Community and Economic Development Director
Joey Mittelman, Fire Chief
Jeff Puls – Fire Marshal
Craig Burnett, Police Chief
Doug Roberts, Assistant Police Chief
Susan Nixon, Senior Planner

From: Trae Stokes, City Engineer

Date: June 6, 2023

Re: Fuji Townhomes – Applegate Amended Subdivision

The Fuji Townhome applicant is proposing a newly aligned **private** street through the Applegate community that connects to Spring Clover Drive on the west as a secondary access and maintains the primary access to Murray Blvd. on the east – see attached layout. The applicant is also proposing a gate just west of Baldwin Park on Applegate Drive to prevent through traffic use of the private street. This proposal would allow Applegate and Fuji residents to have full access to both Spring Clover and Murray Blvd., but through use for all other traffic would be restricted by the proposed gate. While it's usually desirable to connect neighborhoods for improved two-way traffic circulation, the proposed private street with a gate prohibits circulation. The proposed street connection to Spring Clover will also push additional traffic into the neighborhood west and north of the development. Several streets in the neighborhood are already plagued with traffic and speeding issues, so pushing more traffic into the area is undesirable. To prevent additional traffic being pushed in the neighborhood to the west, I am recommending that the Spring Clover access be limited to a gated emergency access only. The gate will need to meet all fire code requirements for a secondary two-way emergency access and be controlled by Murray Fire Department.

Engineering Staff has reviewed and evaluated traffic data and counts provided in the project traffic impact and queue studies. Based on the unit counts, trip generation, traffic counts, and field observations, we're confident that level of service of the intersections evaluated in the studies will not decrease due to the proposed 42 units,

regardless of how the secondary Spring Clover access is configured. We also think the intersection of Applegate and Murray Blvd. will continue to function in a similar fashion with only minor delays in the PM peak for eastbound drivers when southbound drivers don't comply with the "KEEP CLEAR" message painted at the intersection on Murray Blvd.

After much scrutiny and deliberations with City Staff, I think the secondary emergency access at Spring Clover is the best approach for the existing Applegate Community, the proposed Fuji Townhome development and the surrounding neighborhoods. Furthermore, engineering evaluation of the primary access and Fire Department acceptance of the secondary emergency access should meet the requirements of City Code, Section 16.16.170 3. C. & D. for the proposed 42 units.

Thank You,
Trae Stokes, P.E.



DRAWING TITLE

OVERALL SITE PLAN

CLEINT

APPLEGATE LLC
SALT LAKE CITY, UT

COMPLETION STATUS
PRELIMINARY PLANS

PROJECT

FUJI Townhomes
MURRAY, UT

GENERAL

DENSITY CALCULATIONS:

TOTAL PROJECT AREA = 222,621 SQFT.
5.11 ACRES

DENSITY UNITS/ACRE = 42 UNITS
5.11 ACRES

UNITS/ACRE = 8.2 OR 8 ACRES/UNIT

N

S

40 0 20 40 80

Scale (24" x 36") 1 in. = 40 FT.

REVISIONS:

REV #	DESCRIPTION	DATE

WEBER ENGINEERING COLLECTIVE

CIVIL• PLANNING• SURVEYING

SALT LAKE CITY, UTAH
PHONE (385) 229-9663

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STAMP

PROJECT NO. W-18-15
DATE 04/19/23
DRAWN BY: JACOB WEBER, P.E.
CKD BY:
SHEET NUMBER C-04

MURRAY CITY CORPORATION
COMMUNITY & ECONOMIC DEVELOPMENT

Planning Division 801-270-2430

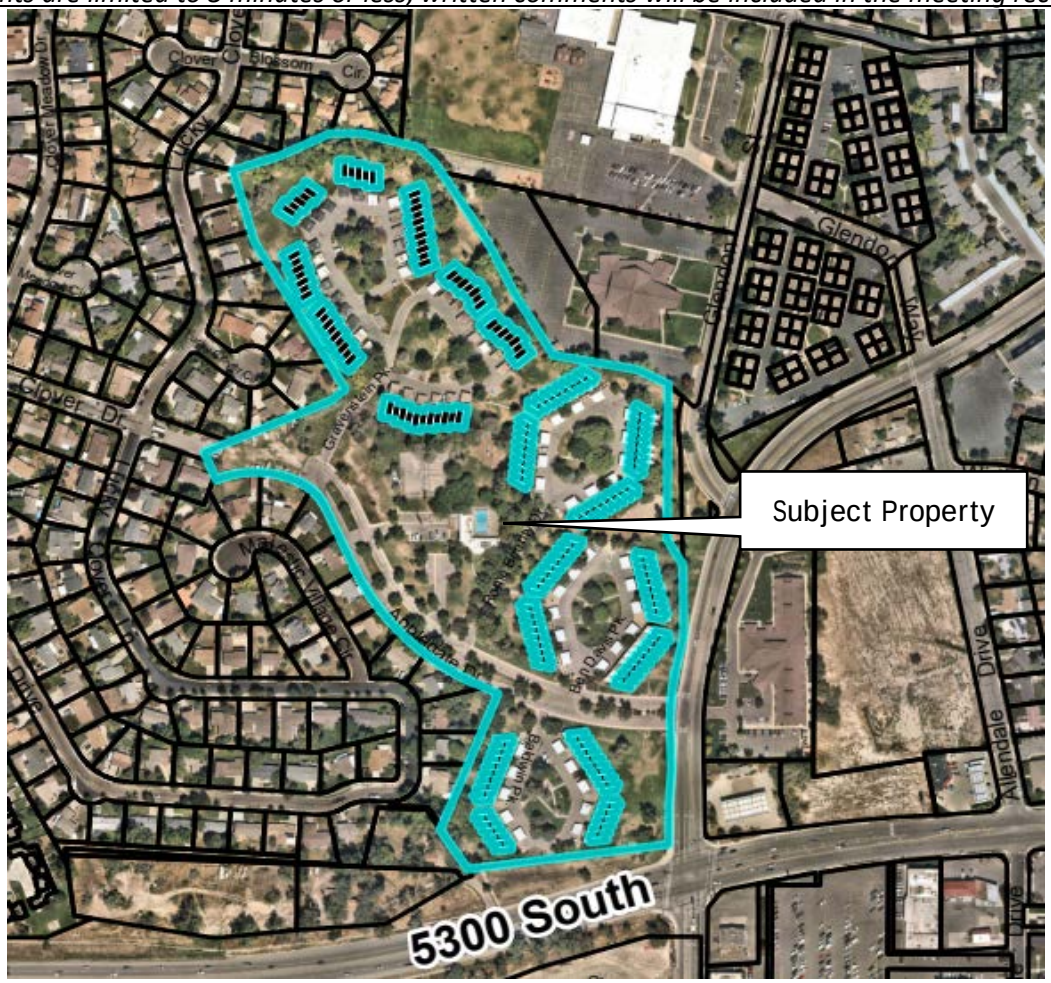
NOTICE OF PUBLIC HEARING

June 15, 2023, 6:30 PM

The Murray City Planning Commission will hold a public hearing on Thursday, **June 15, 2023, at 6:30** p.m. in the **Murray City Municipal Council Chambers, located at 10 East 4800 South Street** to receive public comment on the following applications made by representatives of Applegate LLC on the property generally addressed **770 West Applegate Drive** (see attached plan):

- **Preliminary & Final Subdivision approval to amend the Applegate Condominium Subdivision on property located at 770 West Applegate Drive by subdividing into two parcels, creating a new 5.11-acre parcel for development.**
- **The subdivision amendment will include the realignment of Applegate Drive and connect to Spring Clover Drive.**
- **A Conditional Use Permit for Fuji Townhomes, 42-unit townhomes for lease, created on the new 5.11-acre parcel. See attached plan.**

The meeting is open, and the public is welcome to attend in person or you may submit comments via email at planningcommission@murray.utah.gov. If you would like to view the meeting online, you may watch via livestream at www.murraycitylive.com or www.facebook.com/MurrayCityUtah/.
Comments are limited to 3 minutes or less, written comments will be included in the meeting record.



Public Notice Dated |June 1, 2023



*Exhibit: Proposed New Lot and Site Plan.

This notice is being sent to you because you own property within 500 feet of the subject property. If you have questions or comments concerning this proposal, please contact Susan Nixon at snixon@murray.utah.gov, at 801-270-2430 or the planning division at planning@murray.utah.gov.

SUBDIVISION & FLAG LOT APPLICATION Project #____

Type of Application (check all that apply):

☐ **Preliminary Subdivision** ☐ **Final Subdivision** ☒ **Subdivision Amendment**

Subdivision Name: **Applegate Condominiums**

Subject Property Address: **770 West Applegate Drive, Murray Utah**

Parcel Identification (Sidwell) Number: **21114781740000**

Parcel Area: **5.11 Acres** Current Use: **Medium Density Townhomes**

Zoning Classification: **RM-15**

Applicant Name: **Applegate LLC**

Mailing Address: **2150 South 1300 East, Ste. 500**

City, State, ZIP: **Salt Lake City, Utah, 84106**

Daytime Phone #: **(385) 355-4612** Fax #:_____

Email Address: **FujiTownhomes@gmail.com**

Business Name (If applicable):_____

Property Owner's Name (If different): **Applegate HOA**

Property Owner's Mailing Address: **P.O. Box 802**

City, State, Zip: **Draper, Utah, 84020**

Daytime Phone #: **(801) 285-9800** Fax #:_____

Describe your request in detail (use additional page if necessary):

Amending Applegate Condominium Subdivision Plat

Authorized Signature:_____ Date: **4/27/23**

Project #_____

CONDITIONAL USE PERMIT APPLICATION

Type of Application (check all that apply):

☒ **New Construction** ☐ **Land use change** ☐ **Remodel** ☐ **Addition**

Subject Property Address: **770 West Applegate Drive, Murray Utah**

Parcel Identification (Sidwell) Number: **TBD**

Parcel Area: **5.11 Acres** Current Use: **Cell Tower - HOA Common Area**

Floor Area:_____ Zoning Classification: **RM-15** LU#_____

Applicant Name: **Applegate LLC**

Mailing Address: **2150 South 1300 East, Ste. 500**

City, State, ZIP: **Salt Lake City, UT 84106**

Daytime Phone #: **(385) 355-4612** Fax #:_____

Email Address: **FujiTownhomes@gmail.com**

Business or Project Name : **Fuji Townhomes**

Property Owner's Name (If different): **Applegate HOA**

Property Owner's Mailing Address: **PO Box 802**

City, State, Zip: **Draper, UT 84020**

Daytime Phone #: **(801) 285-9800** Fax #:_____

Email address: **office@corehoa.com**

Describe your request in detail (use additional page if necessary):

Conditional Use Permit for 42 New Townhomes

Authorized Signature:_____ Date: **4/27/23**

Project #_____

Property Owners Affidavit

I (we) Michelle Jarman, Applegate HOA President, 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.

Michelle Jarman
Owner's Signature

Owner's Signature (co-owner if any)

State of Utah §
County of Salt Lake

Subscribed and sworn to before me this 16 day of February, 2023.

Notary Public

Residing in Millcreek, UT My commission expires: 5-5-2023

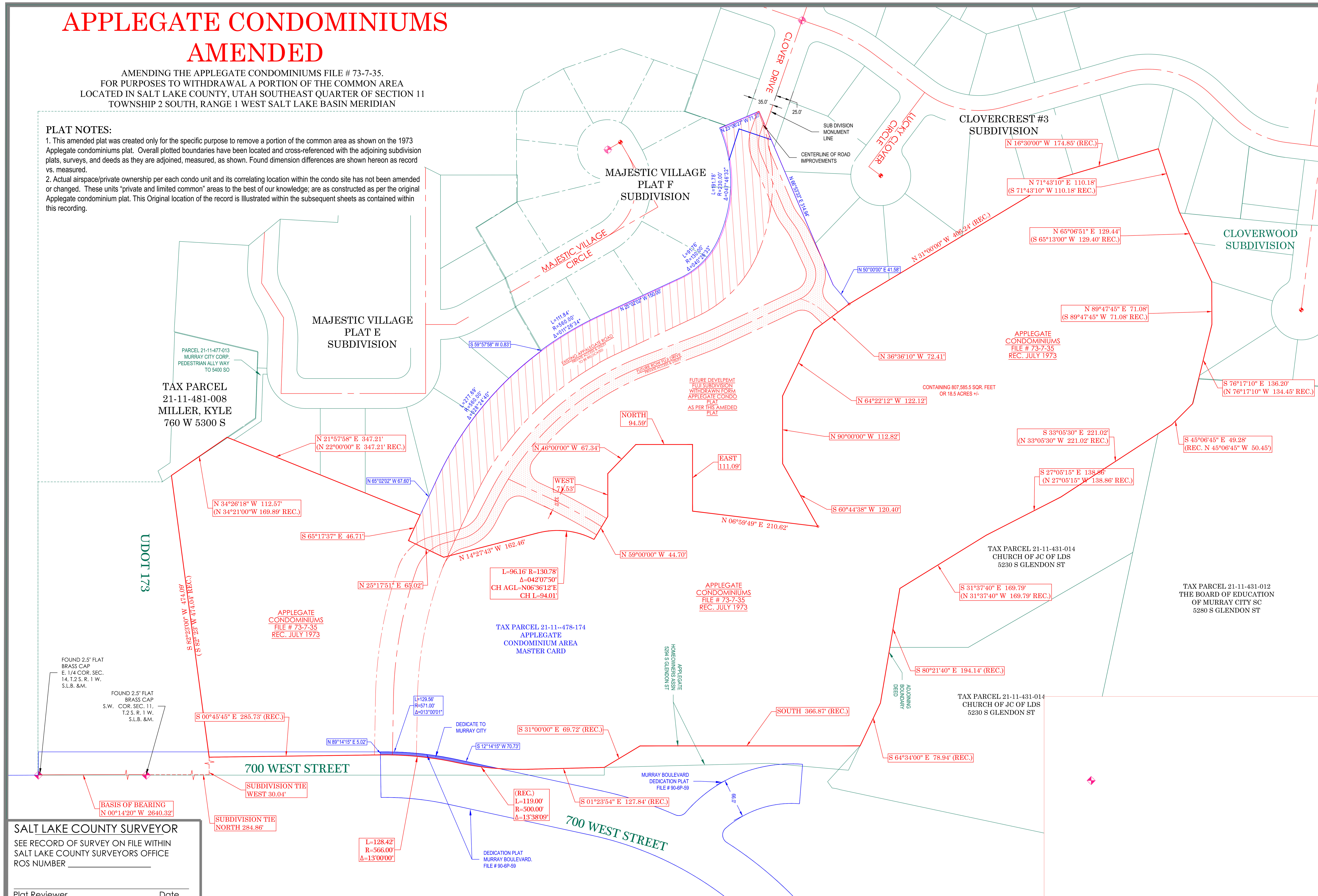
MICHAEL IVINS
NOTARY PUBLIC • STATE OF UTAH
COMMISSION# 706002
COMM. EXP. 05-05-2023

APPLEGATE CONDOMINIUMS AMENDED

AMENDING THE APPLEGATE CONDOMINIUMS FILE # 73-7-35.
FOR PURPOSES TO WITHDRAWAL A PORTION OF THE COMMON AREA
LOCATED IN SALT LAKE COUNTY, UTAH SOUTHEAST QUARTER OF SECTION 11
TOWNSHIP 2 SOUTH, RANGE 1 WEST SALT LAKE BASIN MERIDIAN

PLAT NOTES:

1. This amended plat was created only for the specific purpose to remove a portion of the common area as shown on the 1973 Applegate condominiums plat. Overall plotted boundaries have been located and cross-referenced with the adjoining subdivision plats, surveys, and deeds as they are adjoined, measured, as shown. Found dimension differences are shown hereon as record vs. measured.
2. Actual airspace/private ownership per each condo unit and its correlating location within the condo site has not been amended or changed. These units "private and limited common" areas to the best of our knowledge; are as constructed as per the original Applegate condominium plat. This Original location of the record is Illustrated within the subsequent sheets as contained within this recording.



SURVEYOR'S CERTIFICATE

I, Shane Johanson, do hereby certify that I am a Professional Land Surveyor in the State of Utah and that I hold License No.7075114 in accordance with Title 58, Chapter 22, of the Professional Engineers and Land Surveyors Act; I further certify that by authority of the owners I have completed a survey of the property described on this subdivision plat in accordance with Section 17-23-17 and have verified all measurements;
that the reference monuments shown on this plat are located as indicated and are sufficient to retrace or reestablish this plat; and that the information shown herein is sufficient to accurately establish the lateral boundaries of the herein described tract of real properly; hereafter known as Applegate Condominiums Amended

AMENDED BOUNDARY DESCRIPTION

Beginning at a point that is located North 284.86 feet and West 30.84 feet from the Southeast corner of Section 11, Township 2 South, Range 1 West, Salt Lake Base and Meridian;
Thence South 82° 23' 00" West a distance of 474.09 feet, Thence North 34° 26' 18" West a distance of 112.57 feet, Thence North 21° 57' 58" East a distance of 347.21 feet, Thence South 65° 17' 37" East a distance of 46.71 feet, Thence North 25° 17' 51" East a distance of 65.02 feet, Thence North 14° 27' 43" West a distance of 162.46 feet to the beginning of a curve, Said curve bears to the right through an angle of 42° 07' 50", having a radius of 130.78 feet along the arc a distance of 96.16 feet, and whose long chord bears North 06° 36' 12" East a distance of 94.01 feet to a point of intersection with a non-tangential line. Thence North 59° 00' 00" West a distance of 44.70 feet, Thence North 90° 00' 00" West a distance of 71.53 feet, Thence North 46° 00' 00" West a distance of 67.34 feet, Thence North 00° 00' 00" East a distance of 94.59 feet, Thence North 90° 00' 00" East a distance of 111.09 feet, Thence North 06° 59' 49" East a distance of 210.62 feet, Thence South 60° 44' 38" West a distance of 120.40 feet, Thence North 90° 00' 00" West a distance of 112.82 feet, Thence North 64° 22' 12" West a distance of 122.12 feet, Thence North 36° 36' 10" West a distance of 72.41 feet, Thence North 31° 00' 00" West a distance of 406.24 feet, Thence North 16° 30' 00" West a distance of 174.85 feet, Thence North 71° 43' 10" East a distance of 110.19 feet, Thence North 65° 06' 51" East a distance of 129.44 feet, Thence North 89° 47' 45" East a distance of 71.08 feet, Thence South 76° 17' 10" East a distance of 136.20 feet, Thence South 45° 06' 45" East a distance of 49.28 feet, Thence South 33° 05' 30" East a distance of 221.02 feet. Thence South 27° 05' 15" East a distance of 138.86 feet, Thence South 31° 37' 40" East a distance of 169.79 feet, Thence South 80° 21' 40" East a distance of 194.14 feet, Thence South 64° 34' 00" East a distance of 78.94 feet, Thence South 00° 00' 00" West a distance of 366.87 feet, Thence South 31° 00' 00" East a distance of 69.72 feet, Thence South 01° 23' 54" East a distance of 127.84 feet to the beginning of a curve, Said curve bears to the right through 13° 38' 09", having a radius of 500.00 feet along the arc a distance of 119.00 feet, and whose long chord bears South 05° 25' 10" West a distance of 118.71 feet to the beginning of a non-tangential curve. Said curve bears to the left through an angle of 13° 00' 00", having a radius of 566.00 feet along the arc a distance of 128.42 feet, and whose long chord bears South 05° 44' 15" West a distance of 128.15 feet, Thence South 00° 45' 45" East a distance of 285.72 feet to the point of beginning.

Containing 807,586 Sq. Ft. or 18.54 Acres

OWNER'S DEDICATION

Know all men by these presents that ______________________________ the undersigned owner(s) of the above described tract of land having caused same to be subdivided into lots and streets to be hereafter known as

AMENDMENT TO APPLEGATE CONDOMINIUMS

do hereby dedicate for perpetual use of the public all parcels of land shown on this plat as intended for public use.
In witness whereof we have hereunto set our hands this_______day of_____________ 20_____.

____ ____

NOTARY ACKNOWLEDGMENT

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

The foregoing Owner's Dedication of the AMENDMENT TO APPLEGATE CONDOMINIUMS, was signed before me this _______ day of ___________, by _______________, as Manager of ___________, a Utah limited liability company, and by ________________________, a Utah limited liability company, each of whom personally appeared before me and duly acknowledged that the foregoing was Owner's Dedication was executed by authority.

Commission Number __________________

My Commission Expires ________________

Printed name ______________________ A Notary Public Commissioned in Utah

AMENDMENT TO APPLEGATE CONDOMINIUMS

AMENDING THE APPLEGATE CONDOMINIUMS FILE # 73-7-35.
FOR PURPOSES TO WITHDRAWAL A PORTION OF THE COMMON AREA
LOCATED IN SALT LAKE COUNTY, UTAH SOUTHEAST QUARTER OF SECTION 11
TOWNSHIP 2 SOUTH, RANGE 1 WEST SALT LAKE BASIN MERIDIAN

JOHANSON PROFESSIONAL LAND SURVEYORS
SURVEY• DESIGN• SEPTIC• PLANNING SURVEYING
P.O. BOX 18941
SALT LAKE CITY, UTAH 84118
Shane Johanson P.L.S. 801-815-2541

PREPARED 4/19/2023

SALT LAKE COUNTY SURVEYOR

SEE RECORD OF SURVEY ON FILE WITHIN SALT LAKE COUNTY SURVEYORS OFFICE
ROS NUMBER ____________________

Plat Reviewer Date

COMCAST

APPROVED THIS _______________DAY OF _______________, A.D. 20 _____ BY COMCAST.

SIGN

DOMINION ENERGY

APPROVED THIS _______________DAY OF _________________, A.D. 20 _____ BY DOMINION ENERGY.

SIGN

UTOPIA

APPROVED THIS _______________DAY OF _________________, A.D. 20 _____ BY UTOPIA.

SIGN

MURRAY POWER

APPROVED THIS ____________ DAY OF _____________________, A.D. 20_____.

BY:

MURRAY CITY GIS

PRESENTED TO MURRAY CITY THIS _______________DAY OF ________________, A.D. 20 _____ AT WHICH TIME THIS SUBDIVISION WAS APPROVED AND ACCEPTED.

ATTEST MAYOR

MURRAY CITY FIRE DEPARTMENT

APPROVED THIS ____________ DAY OF ___________________________, A.D. 20_____.

MURRAY CITY FIRE DEPARTMENT

NUMBER______
ACCOUNT_____
SHEET 1
OF 8 SHEETS

MURRAY CITY UTILITIES

APPROVED THIS ____________ DAY OF ______________________________, A.D. 20____.
BY MURRAY CITY SEWER AND WATER

MURRAY CITY WATER AND SEWER MANAGER

HEALTH DEPARTMENT

APPROVED THIS ___________DAY OF _________________, A.D. 20 _____ BY THE SALT LAKE VALLEY HEALTH DEPT.

S. L. COUNTY HEALTH DEPARTMENT

CITY PLANNING COMMISSION

APPROVED THIS _______________DAY OF _________________, A.D. 20 _____ BY THE MURRAY CITY PLANNING COMMISSION.

MURRAY PLANNING COMMISSION

APPROVAL AS TO FORM

APPROVED AS TO FORM THIS_____ DAY OF________________, A.D. 20 _____

MURRAY CITY ATTORNEY

MURRAY CITY ENGINEER

I HEREBY CERTIFY THAT THE OFFICE HAS EXAMINED THE PLAT AND IT IS CORRECT IN ACCORDANCE WITH INFORMATION ON FILE.

CITY ENGINEER DATE

MURRAY CITY MAYOR

PRESENTED TO THE MAYOR OF MURRAY CITY COUNCIL THIS ________ DAY OF_______________, A.D. 20________ AT WHICH TIME THIS SUBDIVISION WAS APPROVED AND ACCEPTED.

MAYOR ATTEST: CLERK

SALT LAKE COUNTY RECORDED #_______________

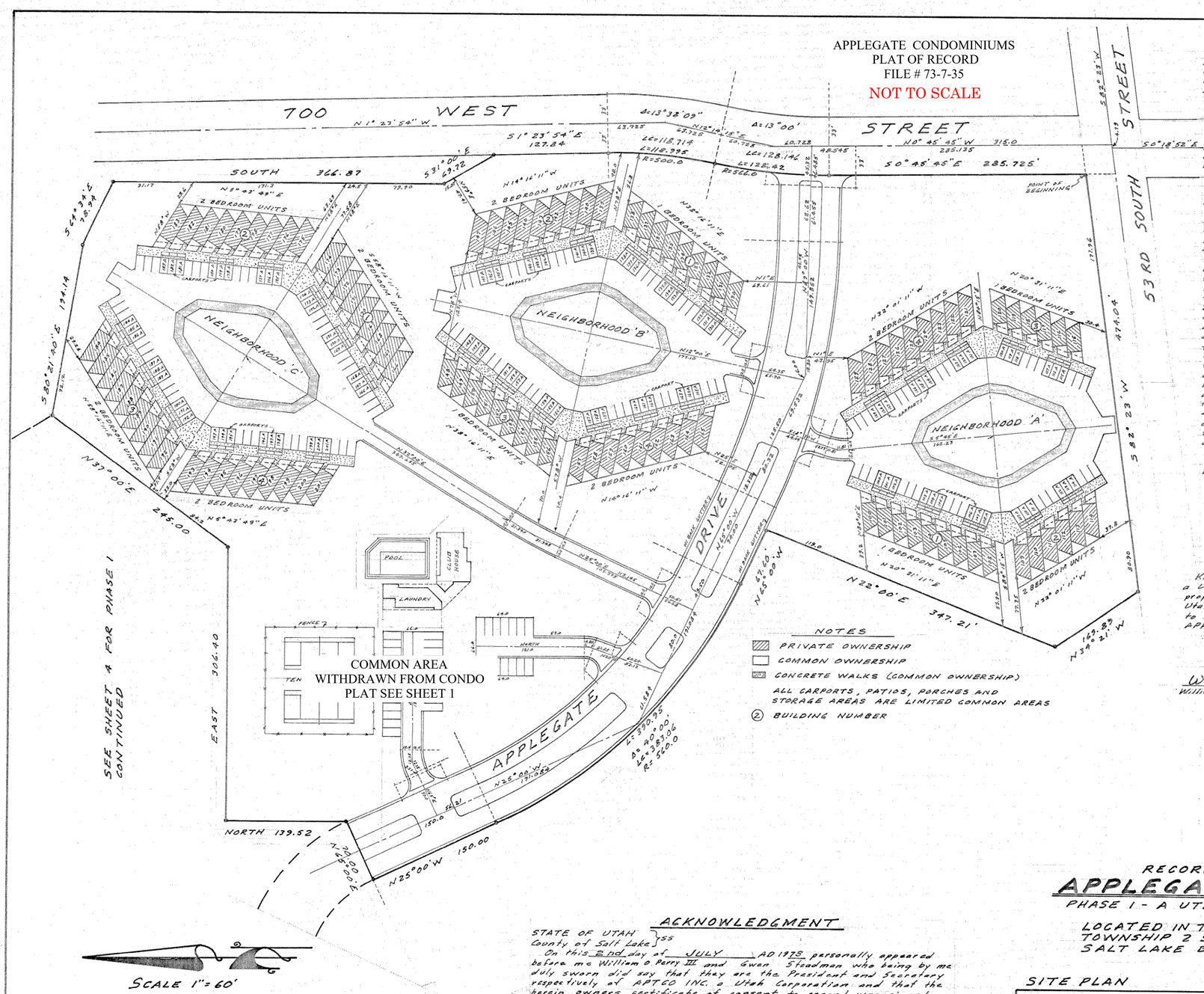
STATE OF UTAH, COUNTY OF SALT LAKE, RECORDED AND FILED AT THE REQUEST OF____

DATE__________ TIME:_________ BOOK:__________ PAGE:_________

FEE DEPUTY SALT LAKE COUNTY RECORDER

NUMBER______
ACCOUNT_____
SHEET 1
OF 6 SHEETS

APPLEGATE CONDOMINIUMS
PLAT OF RECORD
FILE # 73-7-35
NOT TO SCALE



NOTES
- PRIVATE OWNERSHIP
- COMMON OWNERSHIP
- CONCRETE WALKS (COMMON OWNERSHIP)

ALL CARPORTS, PATIOS, PORCHES AND STORAGE AREAS ARE LIMITED COMMON AREAS

(2) BUILDING NUMBER

SCALE 1" = 60'

SURVEYOR'S

I ROBERT B. JONES a
holding Certificate No.
I have surveyed the fo
I further certify that th
correctly describes the
been or will be constru
CONDOMINIUMS PHAS
Project in accordance
Ownership Act. I furt
markers as shown on t
as shown and are suffi
re-establish this surve

Beginning at a point
30.04 feet from the Sou
11, Township 2 South,
Base and Meridian and
474.04 feet; thence N
N 22°00'E 347.21 fee
feet to a point of a
the right; thence Nort
of said curve 390.95
tangency; thence N 25
N25°00'E 70.00 feet
feet; thence East 3
245.00 feet to a point
erly bank of a drain
along said bank 194.14
along said bank 78.94
feet; thence S 31°00'E
line of a Murray City
west line as follows
a point of a 500.00 fo
right; thence Southerly
curve 118.395 feet to a
to the left; the radius
45°E 556.00 feet; the
of said curve, 128.42 f
thence S0°45'45"E
at beginning. Contai

Date July 2, 1973

OWNER'S CE
OF CONSENT

Know all men by these pr
a Utah Corporation, is the
property described herein
Utah Condominium Owner
to the recordation of th
APPLEGATE CONDOMINIU

APTCO
a Utah Corpo

William O. Perry III
William O Perry III President

ACKNOWLEDGMENT

STATE OF UTAH } ss
County of Salt Lake }

On this 2nd day of JULY, AD 1973 personally appeared before me William O Perry III and Gwen Steadman who being by me duly sworn did say that they are the President and Secretary respectively of APTCO INC. a Utah Corporation and that the herein owners certificate of consent to record was signed on behalf of said corporation by authority of its by-laws or a resolution of its Board of Directors, and said William O Perry III and Gwen Steadman acknowledged to me that said corporation executed the same

My Commission Expires June 7, 1965
Residing in Salt Lake County.

H. B. Puddicombe
Notary Public

RECORD OF SURVEY
APPLEGATE COND
PHASE 1 - A UTAH CONDOMINI

LOCATED IN THE SE 1/4 OF SE
TOWNSHIP 2 SOUTH, RANGE
SALT LAKE BASE AND MERID

SITE PLAN

PREPARED BY
BUSH & GUDGELL INC.
ENGINEERS-SURVEYORS
555 SOUTH 3RD EAST ST.
SALT LAKE CITY, UTAH
84111 PHONE 364-7776

B & G 26160 ERH

RECO
STATE OF UTA
RECORDED AND
McGhie Land
DATE 3 July 1973 7:1
$ 13.60 FEE

AMENDMENT TO APPLEGATE CONDOMINIUMS

AMENDING THE APPLEGATE CONDOMINIUMS FILE # 73-7-35. FOR PURPOSES TO WITHDRAWAL A PORTION OF THE COMMON AREA. LOCATED IN SALT LAKE COUNTY, UTAH SOUTHEAST QUARTER OF SECTION 11 TOWNSHIP 2 SOUTH, RANGE 1 WEST SALT LAKE BASIN MERIDIAN

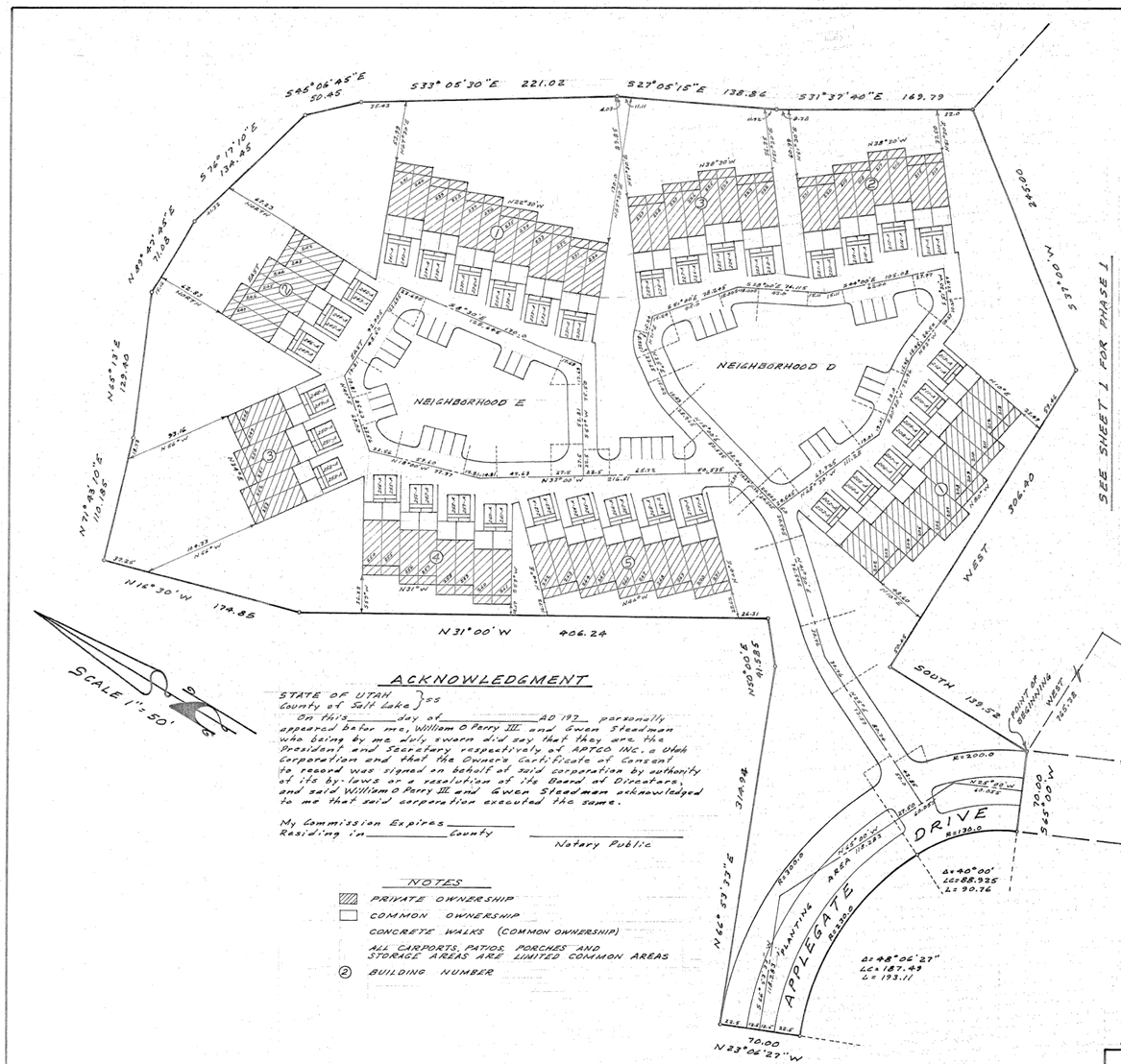
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JOHANSON PROFESSIONAL LAND SURVEYORS
SURVEY• DESIGN• SEPTIC• PLANNING
SURVEYING
P.O. BOX 18941
SALT LAKE CITY, UTAH 84118
Shane Johanson P.L.S. 801-815-2541

SALT LAKE COUNTY RECORDED #_____
STATE OF UTAH, COUNTY OF SALT LAKE, RECORDED AND FILED AT THE REQUEST OF_____
DATE_____ TIME:_____ BOOK:_____ PAGE:_____
_____ FEE _____ SALT LAKE COUNTY RECORDER

NUMBER_____
ACCOUNT_____
SHEET 2
OF 6 SHEETS

APPLEGATE CONDOMINIUMS
PLAT OF RECORD
FILE # 73-7-35
NOT TO SCALE



SURVEYOR'S CERTIFICATE

I Robert B Jones a Registered Utah Land Surveyor holding Certificate No. 1525 do hereby certify that I have surveyed the following described tract of land. I further certify that the following description correctly describes the land surface upon which has been or will be constructed the APPLEGATE CONDOMINIUMS Phase I a Utah Condominium Project in accordance with the Utah Condominium Ownership Act. I further certify that the reference markers as shown on this plat are or will be located as shown and are sufficient to readily re-trace or re-establish this survey

Beginning at a point North 1101.91 feet and West 765.38 feet from the Southeast Corner of Section 11 Township 2 South, Range 1 West, Salt Lake Base and Meridian and running thence S25°00'W 70.00 feet to a point of a curve to the left; the radius point of which is S65°00'W 190.00 feet; thence Northwesterly along the arc of said curve 90.76 feet to a point of a compound curve to the left, the radius point of which is S25°00'W 230.00 feet; thence westerly along the arc of said compound curve 193.11 feet; thence N 23°06'27" W 70.00 feet; thence N66°53'33"E 314.98 feet; thence N 00°06'E 91.885 feet; thence N31° 00'W 406.24 feet; thence N16°30'W 174.85 feet; thence N 71°43'10"E 110.185 feet; thence N65°13'E 129.40 feet; thence N39°47'45"E 71.08 feet; thence S76°17'10"E 134.45 feet; thence S45°06'45"E 50.45 feet; thence S33°05'30"E 221.02 feet; thence S 27°05'15"E 138.86 feet; thence S 31°37'40"E 149.79 feet; thence S37°00'W 245.00 feet thence West 306.40 feet; thence South 139.52 feet to the point of beginning. Contains 8.647 ACRES

Date July 2, 1973

Robert B. Jones
Surveyor No 1525

OWNER'S CERTIFICATE OF CONSENT TO RECORD

Know all men by these presents that APTCO INC. a Utah corporation is the record owner of the real property described herein and that, pursuant to the Utah Condominium Ownership Act, it hereby consents to the recordation of this Record of Survey Map of APPLEGATE CONDOMINIUMS Phase I

APTCO INC.
A UTAH CORPORATION

William O. Perry III — Gwen Steadman

William O Perry III President — Gwen Steadman - Secretary

ACKNOWLEDGMENT

STATE OF UTAH }
County of Salt Lake } ss

On this ____ day of ____ AD 197__ personally appeared before me, William O Perry III and Gwen Steadman who being by me duly sworn did say that they are the President and Secretary respectively of APTCO INC. a Utah Corporation and that the Owners Certificate of Consent to record was signed on behalf of said corporation by authority of its By-laws or a resolution of its Board of Dirnators, and said William O Perry III and Gwen Steadman acknowledged to me that said corporation executed the same.

My Commission Expires ____
Residing in ____ County

Notary Public

NOTES

- PRIVATE OWNERSHIP
- COMMON OWNERSHIP
- CONCRETE WALKS (COMMON OWNERSHIP)
- ALL CARPORTS, PATIOS, PORCHES AND STORAGE AREAS ARE LIMITED COMMON AREAS
- (2) BUILDING NUMBER

RECORD OF SURVEY MAP OF

APPLEGATE CONDOMINIUMS

PHASE I CONTINUED - A UTAH CONDOMINIUM PROJECT

LOCATED IN THE SE ¼ OF SECTION 11
TOWNSHIP 2 SOUTH, RANGE 1 WEST
SALT LAKE BASE AND MERIDIAN

SITE PLAN

SHEET 4 OF 5 SHEETS

PREPARED BY
BUSH & GUDGELL INC.
ENGINNERS-SURVEYORS
555 SOUTH 3RD EAST ST.
SALT LAKE CITY, UTAH
84111 PHONE 364-7775

8 & 26160 ERJ

RECORDED 255/663
STATE OF UTAH - COUNTY OF SALT LAKE
RECORDED AND FILED AT THE REQUEST OF McGhie Land Title
DATE 3 July 1973 TIME 12:03 BOOK 73-7 PAGE 35
$ 136.00 FEE
Geraldine Martin
SALT LAKE COUNTY RECORDER

73-7-35

AMENDMENT TO APPLEGATE CONDOMINIUMS

AMENDING THE APPLEGATE CONDOMINIUMS FILE # 73-7-35. FOR PURPOSES TO WITHDRAWAL A PORTION OF THE COMMON AREA. LOCATED IN SALT LAKE COUNTY, UTAH SOUTHEAST QUARTER OF SECTION 11 TOWNSHIP 2 SOUTH, RANGE 1 WEST SALT LAKE BASIN MERIDIAN

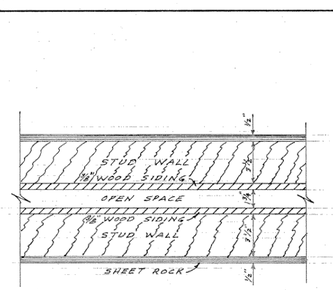
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1. This amended plat was created only for the specific purpose to remove a portion of the common area as shown on the 1973 Applegate condominiums plat. Overall plotted boundaries have been located and cross-referenced with the adjoining subdivision plats, surveys, and deeds as they are adjoined, measured, as shown. Found dimension differences are shown hereon as record vs. measured.
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JOHANSON SURVEYING
PROFESSIONAL LAND SURVEYORS
SURVEY• DESIGN• SEPTIC• PLANNING
P.O. BOX 18941
SALT LAKE CITY, UTAH 84118
Shane Johanson P.L.S. 801-815-2541

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

NUMBER ____
ACCOUNT ____
SHEET 3
OF 6 SHEETS

APPLEGATE CONDOMINIUMS
PLAT OF RECORD
FILE # 73-7-35
NOT TO SCALE



TYPICAL PARTY WALL
1 BEDROOM & 2 BEDROOM
UNITS-SHEET 2 AND 3

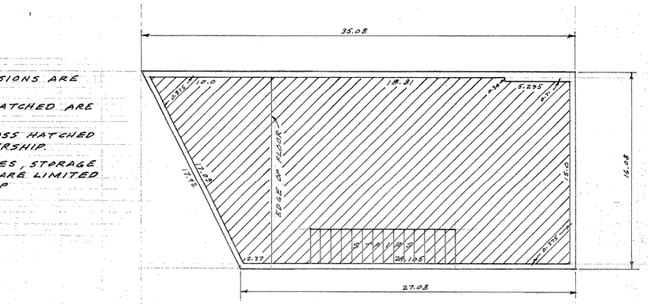
SEE SHEET 3 FOR TYPICAL FIRE WALL

TYPICAL 1 BEDROOM UNIT

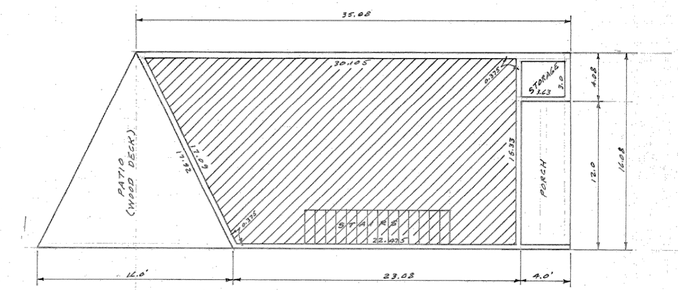
SCALE 1"=10'

NOTES

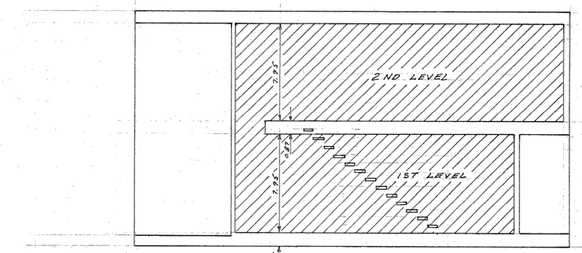
1- ALL INTERIOR DIMENSIONS ARE FINISH TO FINISH.
2- ALL AREAS CROSS HATCHED ARE PRIVATE OWNERSHIP
3- ALL AREAS NOT CROSS HATCHED ARE COMMON OWNERSHIP.
4- ALL PATIOS, PORCHES, STORAGE AREAS & CARPORTS ARE LIMITED COMMON OWNERSHIP



2 ND LEVEL
1 BEDROOM UNIT
SCALE 1"=5'



1ST LEVEL
1 BEDROOM UNIT
SCALE 1"=5'



ELEVATION
1 BEDROOM UNIT
SCALE 1"=5'

APPLEGATE CONDOMINIUMS

PHASE 1- A UTAH CONDOMINIUM PROJECT

SHEET 2 OF 5 SHEETS

CERTIFICATION
I CERTIFY THAT THE BUILDING SPECIFICATIONS OF THE 1 BEDROOM UNIT OF APPLEGATE CONDOMINIUMS PHASE 1 ARE OR WILL BE AS SHOWN ON THIS PLAT

ROBERT B JONES
SURVEYOR No 1525

PREPARED BY
BUSH & GUDGELL INC.
ENGINEERS-SURVEYORS
555 SOUTH 3RD EAST ST.
SALT LAKE CITY, UTAH
84111 PHONE 364-7775

8 6 26160 ERH

RECORDED 255/663
STATE OF UTAH COUNTY OF SALT LAKE
RECORDED AND FILED AT THE REQUEST OF
McGhie Land Title
DATE 3 July 1973 TIME 12:53 BOOK 73-7 PAGE 35
$136.00 FEE
Geraldine Martin
SALT LAKE COUNTY RECORDER

AMENDMENT TO APPLEGATE CONDOMINIUMS

AMENDING THE APPLEGATE CONDOMINIUMS FILE # 73-7-35. FOR PURPOSES TO WITHDRAWAL A PORTION OF THE COMMON AREA. LOCATED IN SALT LAKE COUNTY, UTAH SOUTHEAST QUARTER OF SECTION 11 TOWNSHIP 2 SOUTH, RANGE 1 WEST SALT LAKE BASIN MERIDIAN

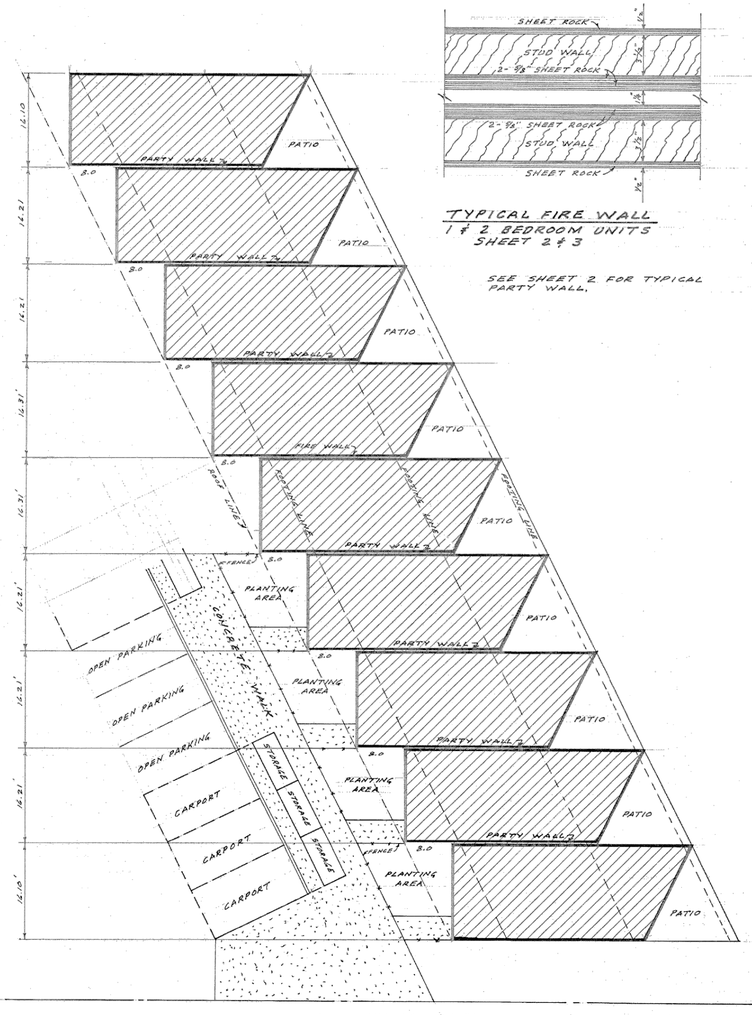
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JOHANSON PROFESSIONAL LAND SURVEYORS
SURVEY• DESIGN• SEPTIC• PLANNING
SURVEYING
P.O. BOX 18941
SALT LAKE CITY, UTAH 84118
Shane Johanson P.L.S. 801-815-2541

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DATE_____ TIME:_____ BOOK:_____ PAGE:_____
FEE
SALT LAKE COUNTY RECORDER

NUMBER_____
ACCOUNT_____
SHEET 4
OF 6 SHEETS

APPLEGATE CONDOMINIUMS
PLAT OF RECORD
FILE # 73-7-35
NOT TO SCALE

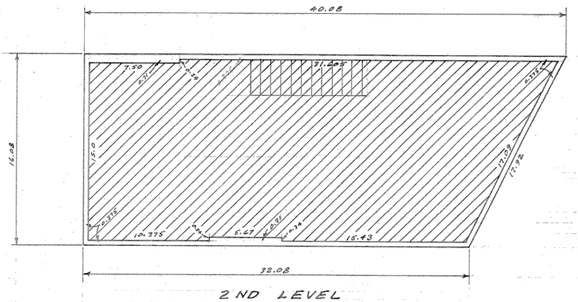


TYPICAL 2 BEDROOM UNIT

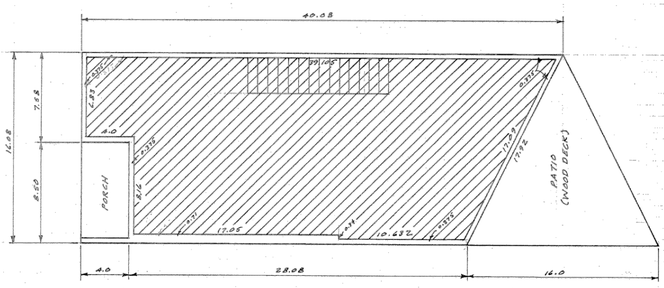
SCALE 1" = 10'

TYPICAL FIRE WALL
1 & 2 BEDROOM UNITS
SHEET 2 & 3

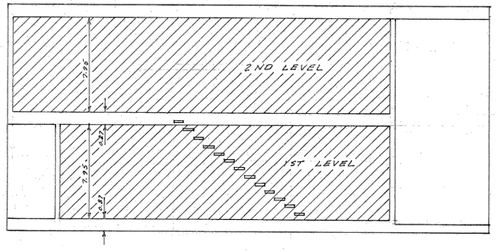
SEE SHEET 2 FOR TYPICAL PARTY WALL.



2 ND LEVEL
2 BEDROOM UNIT



1 ST LEVEL
2 BEDROOM UNIT



ELEVATION
2 BEDROOM UNIT
SCALE 1"=6'

NOTES

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BUILDING ELEVATIONS

BUILDING NUMBER	1ST LEVEL FLOOR	1ST LEVEL CEILING	2ND LEVEL FLOOR	2ND LEVEL CEILING
NEIGHBORHOOD A				
A-1	4301.92	4309.85	4310.92	4318.67
A-2	4301.81	4309.76	4310.83	4318.58
A-3	4301.88	4309.83	4310.90	4318.65
A-4	4301.88	4309.83	4310.90	4318.65
NEIGHBORHOOD B				
B-1	4300.94	4307.99	4308.86	4316.81
B-2	4300.86	4308.01	4308.88	4316.83
B-3	4300.86	4308.01	4308.88	4316.83
B-4	4300.86	4308.01	4308.88	4316.83
NEIGHBORHOOD C				
C-1	4295.68	4303.63	4304.60	4312.45
C-2	4295.56	4303.51	4304.58	4312.33
C-3	4295.63	4303.58	4304.45	4312.40
C-4	4295.67	4303.62	4304.49	4312.44

BENCH MARK-
MONUMENT AT 53RD SOUTH & 700 WEST ELEV 4296.44 AS PER SALT LAKE COUNTY SURVEYORS OFFICE

APPLEGATE CONDOMINIUMS

PHASE I - A UTAH CONDOMINIUM PROJECT

SHEET 3 OF 5 SHEETS

CERTIFICATION

I CERTIFY THAT THE BUILDING SPECIFICATIONS OF THE 2 BEDROOM UNIT OF APPLEGATE CONDOMINIUMS PHASE I ARE OR WILL BE AS SHOWN ON THIS PLAT.

Robert D. Hibbs
ROBERT D. HIBBS
SURVEYOR NO. 1226

PREPARED BY
BUSH & GUDGELL INC.
ENGINEERS-SURVEYORS
555 SOUTH 3RD EAST ST.
SALT LAKE CITY, UTAH
84111
PHONE 364-7775

B&G 26160 ERJ

RECORDED 255/663

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

DATE 3 July 1973 TIME 12:53 BOOK 73-7 PAGE 35
$1.36 FEE
Jonathan Taylor
SALT LAKE COUNTY RECORDER

73-7-35

AMENDMENT TO APPLEGATE CONDOMINIUMS

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SURVEYING

P.O. BOX 18941
SALT LAKE CITY, UTAH 84118
Shane Johanson P.L.S. 801-815-2541

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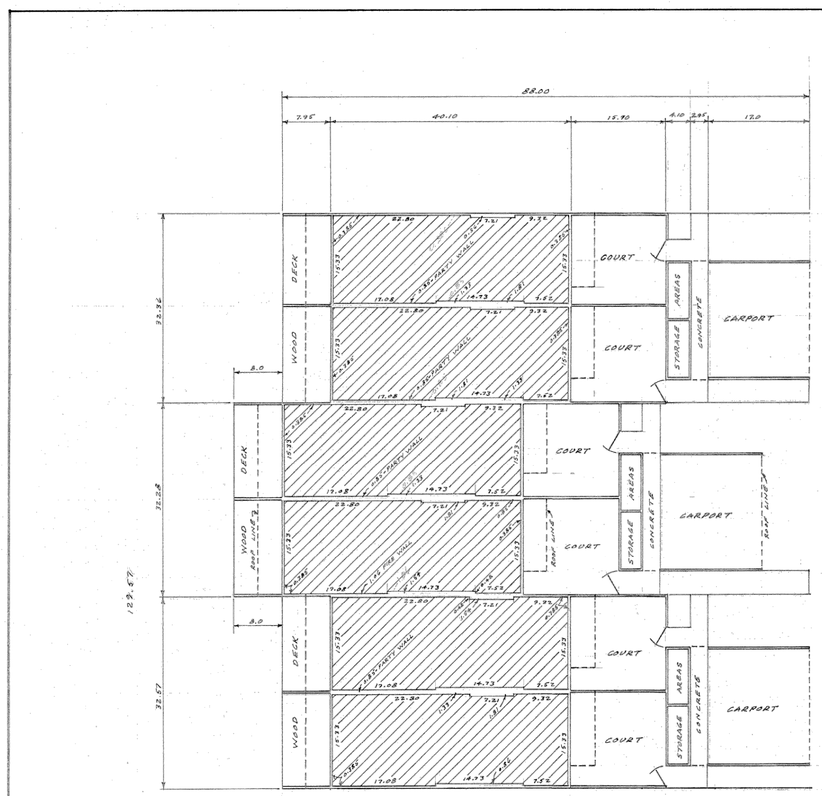
DATE_____ TIME:_____ BOOK:_____ PAGE:_____

_____ FEE

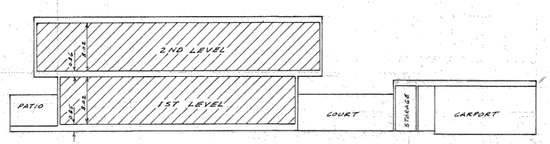
_____ SALT LAKE COUNTY RECORDER

NUMBER_____
ACCOUNT_____
SHEET 5
OF 6 SHEETS

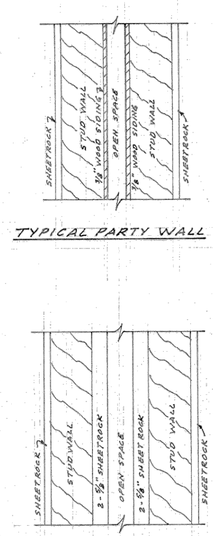
APPLEGATE CONDOMINIUMS
PLAT OF RECORD
FILE # 73-7-35
NOT TO SCALE



TYPICAL 1ST LEVEL
SCALE 1"=10'



TYPICAL SECTION VIEW
3 BEDROOM UNIT
SCALE 1"=10'



TYPICAL PARTY WALL

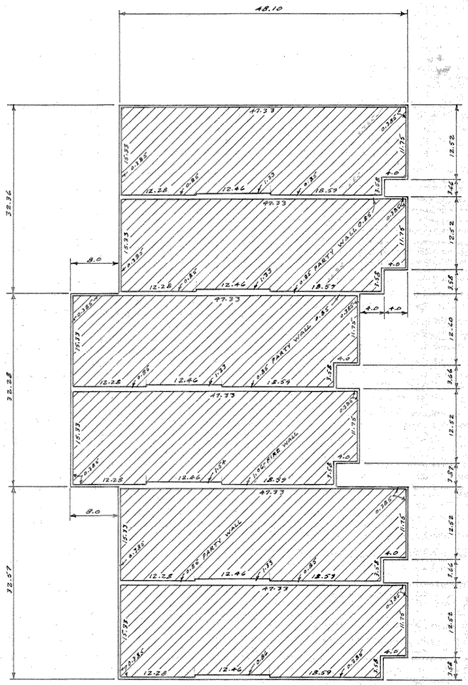
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Robert B Jones
ROBERT B JONES
SURVEYOR No 1525

BUILDING ELEVATIONS

	NEIGHBORHOOD D			
BUILDING NO	1ST LEVEL		2ND LEVEL	
	FLOOR	CEILING	FLOOR	CEILING
D-1	4292.60	4300.42	4301.48	4307.50
D-2	4293.50	4301.52	4302.38	4310.40
D-3	4293.50	4301.52	4302.38	4310.40
	NEIGHBORHOOD E			
E-1	4296.50	4304.52	4305.38	4313.40
E-2	4295.50	4303.52	4304.38	4312.40
E-3	4296.00	4304.02	4304.88	4312.90
E-4	4296.50	4304.52	4305.38	4313.40
E-5	4295.50	4303.52	4304.38	4312.40

BENCH MARK
MONUMENT AT 53RD SOUTH AND 700 WEST
ELEV 4296.44 AS PER SALT LAKE COUNTY SURVEYORS OFFICE



TYPICAL 2ND LEVEL
SCALE 1"=10'

NOTES
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APPLEGATE CONDOMINIUMS

PHASE I-CONTINUED A UTAH CONDOMINIUM PROJECT

SHEET 5 OF 5 SHEETS

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FEE $ 13.00
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_____ FEE
_____ SALT LAKE COUNTY RECORDER

NUMBER_____
ACCOUNT_____
SHEET 6
OF 6 SHEETS

KIRTON | McCONKIE

Ryan Wallace
50 E. South Temple, Suite 400
Salt Lake City, UT 84111
rtwallace@kmclaw.com
(801) 350-7633

June 6, 2023

Via Email

Murray City Planning Commission
Attn: Susan Nixon
Jared Hall
5025 S State Street
Murray, Utah 84107
Email: snixon@murray.utah.gov
jhall@murray.utah.gov

Planning Commission Members:

We represent Applegate LLC ("Applicant") who is the applicant on that certain Conditional Use Permit Application for the Fuji Townhomes (the "Application") that is to be addressed by the Planning Commission in its meeting on June 15, 2023. While Applicant is encouraged by the staff recommendation to approve the Application, the report included two conditions that we view as improper and illegal. Specifically, we are concerned about condition 1(h), which requires that Applicant "provide at least two full accesses to and from the development – City Code 16.16.170" (the "Access Condition"), and condition 7, which requires that "[t]he applicant shall install an eight foot (8') solid masonry wall as required adjacent to all single-family dwellings" (the "Wall Condition"). We discuss both of these requirements below.

I. Access Condition

Murray City Code 16.16.170(B)(1) provides that "Any residential subdivision development of more than thirty (30) single- or two-family dwellings shall have access to and from at least two (2) existing or proposed streets." The Application provides for access to and from at least two existing streets, specifically Spring Clover Drive on the west and 700 West on the east, thus complying with Murray City Code. However, Murray City staff have attempted to add language to Section 16.16.170 requiring "full" or "unrestricted" access to and from these roadways. Although those words are not found in Section 16.16.170, Murray City staff have added these extra-legislative "requirements" to attempt to prohibit Applicant from placing a two-way gate across Applegate Drive at the location depicted on Schedule A to this letter (the "Gate"). Without providing any legal justification the City Staff has argued that gated access does not satisfy the requirements of Section 16.16.170.

Gated access is not prohibited by Murray City Code as applicable to this development. The Applicant's development is located in the R-M-15 Zone and there are not any code sections applicable to the R-M-15 zone that prohibit gated access roads. The City Code does include prohibitions on gated access in some zones, such as the Murray City Center District (*see* Murray Code § 17.170.100(E) "All streets and sidewalks shall be available for general public use and access and not gated"), but Murray City has decided not to include similar restrictions in the R-M-15 Zone. Therefore, no such prohibition exists. Under Utah law, "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 in favor of the property owner." Hugoe v. Woods Cross City, 1999 UT App 281, ¶ 8, 988 P.2d at 458. Since the City has decided to impose restrictions on gated access in some zones but not in others, the City Code (as applicable to the R-M-15 Zone) must be interpreted to permit gated access roads.

Further, there are a number of gated communities located in Murray City where either one or all access roads are gated. Attached as Schedule B is a list of some of these gated communities located in the City. While the City staff has attempted to distinguish these gated access communities, claiming that a number of them were constructed when they were not part of Murray City but were part of Salt Lake County, they have not been able to explain why Murray Depot, Metro at Fireclay, Birkhill, Birkhill on Main, or Cottage Cove were provided gates but this development should not. For each of these developments, all vehicular access is gated, which presumes that access of that nature is permitted in the City of Murray, especially since it is not prohibited by City Code.

Finally, gated access roads are permitted by the International Fire Code (IFC). IFC (2021) Section D 103.5 specifically provides the criteria for fire apparatus access road gates and Murray City has not explained why these criteria would not be protective of health, safety, or welfare. While Section 16.16.170B4 of the City Code does provide that "access requirements should not be construed to limit the city's authority to impose greater access requirements for residential areas if, in the opinion of the city engineer or city fire marshal, the extent of existing and predicted residential development in a given area requires additional street access," neither the city engineer or city fire marshal have provided any reasons why "predicted residential development" would require additional street access. This is an infill project surrounded by developed properties so it is highly unlikely that future development would create a circumstance that would cause a standard fire access gate to be unsafe or unmanageable.

For all of these reasons, we think that Utah law supports the Applicant's placement of a two-way, restricted access gate in its development and do not think that Murray City is legally permitted to prohibit gated access in this instance.

II. Wall Condition

The staff report requires that "[t]he applicant shall install an eight foot (8') solid masonry wall as required adjacent to all single-family dwellings." However, we have been unable to find any provision in the City Code that requires a wall of this height or that requires masonry as

opposed to other materials. Some provisions of the City Code require a six foot (6') high solid masonry wall when a commercial zone abuts a residential zone (*see, e.g.*, § 17.144.140) (fencing regulations for the General Office District). Likewise, City Code Section 17.64.090(D) provides that "[t]he Planning Commission is authorized to grant additional fence height for buffer fencing between commercial and residential zoning districts to a maximum height of eight feet (8')." We are perplexed as to why the City staff is treating the R-M-15 Zone as a commercial zone and/or the development contemplated by the Application as a commercial development. Further, we think it unreasonable and illegal to impose the maximum height imposable on a commercial development on this residential development.

Likewise, we do not think that the City can legally require a specific material type (masonry) in this instance because neither the zone nor the development is commercial in nature. Section 17.64.010 provides that the "purpose for fence regulation provisions is to allow a wide variety of fence styles and construction to promote property security, privacy, and architectural compatibility." While pursuant to Section 17.56.060 of the City Code, the planning commission may impose conditions on the issuance of a conditional use permit including, but not limited to, . . . screening or landscaping to protect adjacent properties," such conditions must be designed to "reasonably mitigate anticipated detrimental effects created by the conditional use." (*see* Utah Code 10-9a-507). Here, the City has not identified any detrimental effects created by the development or specified how the requirement of an 8' masonry wall (typically reserved for commercial developments) mitigates any detrimental effects that a 6' vinyl fence (Applicant's preference) could not. As seen in Schedule C, due to the grade differential between the development and the surrounding neighborhood, a 6' fence would have virtually the same impact on site lines and screening as an 8' fence would. Further, masonry is much more expensive than vinyl and does not provide any increased screening benefits. Additionally, the surrounding R-1-8 Zone of the neighboring properties allows for 35' tall building heights and the current development is only 30'. Accordingly, there are not any detrimental impacts on the surrounding properties that would not be caused by permitted single family residences. Finally, a masonry wall would be out of place and not in harmony with the surrounding properties when all of the fencing currently surrounding the Applegate development is chain-link or wood. For all of these reasons, we ask that the planning commission permit the Application to be approved with the condition for a 6' vinyl fence along the property boundaries.

In short, we do not think that either the Access Condition or Wall Condition are legal requirements or conditions that can be imposed on this Application. We look forward to discussing these issues with at the planning commission meeting on June 15, 2023. Please do not hesitate to reach out to me if you have any questions or comments.

Sincerely,

Ryan Wallace

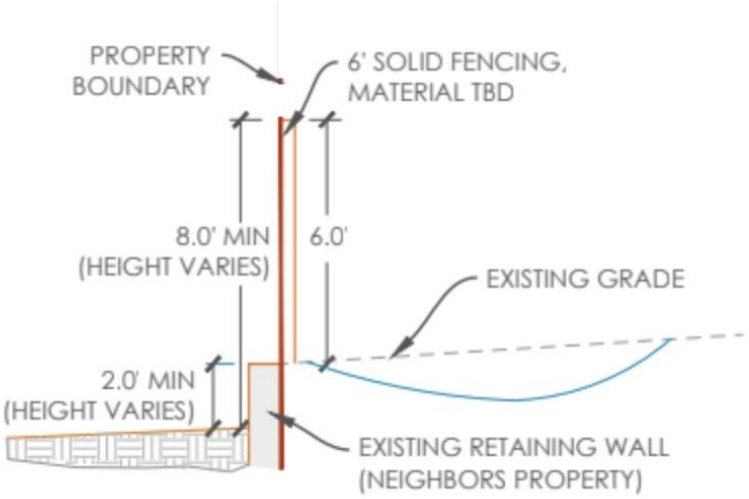
Schedule A


EX. CLUBHOUSE
N01° 00' 00"E
84.59'
67.34'
N46° 00' 00"W
71.53'
N90° 00' 00"W
N59° 00' 00"W
44.70'
D=42.1305
L=96.162', R=130.776
INSTALL "NO PARKING" SIGN
SECTION A-A
INSTALL STREET LIGHT (MURRAY CITY APPROVED)
INSTALL STOP SIGN
INSTALL MURRAY ADA RAMP
FIRE TURN AROUND AREA
162.46'
N14° 27' 43"W
SPEED LIMIT SIGN (25 MPH)
INSTALL "NO PARKING" SIGN
INSTALL STREET LIGHT (MURRAY CITY APPROVED)
D=28.4111
L=277.686', R=560.000
N25° 17' 51"E
65.02'
CONTROLLED ACCESS GATE. ACCESSIBLE FROM BOTH SIDES
S65° 02' 02"E
67.60'
S65° 17' 37"E
46.72'
TUS ACCESS ROAD GATE NOTES:
HICLE AND PEDESTRIAN ACCESS FOR FUJI AND APPLEGATE RESIDENTS.
FIRE APPARATUS ACCESS GATE ACCORDING TO INTERNATIONAL FIRE
FC. (D103.5 FIRE APPARATUS ACCESS ROAD GATES.

Schedule B

Subdivision	Gate Location
Farm Hill Subdivision	
Primary Gated Access:	S Farm Hill Dr & 5600 S
Secondary Gated Access:	S Weathervane Dr & 5600 S
Cottage Cove Subdivision	
Primary Gated Access:	Cottage Wood Ln & Atwood Blvd
Monte Cristo Townhomes	
Primary Gated Access:	E Monte Cristo Dr & S Highland Dr
Tall Oaks Subdivision	
Secondary Gated Access:	S Tall Oaks Ln &. Vine St
Cobble Creek Subdivision	
Primary Gated Access:	Cobble Creek Rd & S 1300 E
Waterbury Subdivision	
Primary Gated Access:	S Waterbury Way & 5600 S
Secondary Gated Access:	Waterbury Dr & Deauville Ave
Murray Depot	
Primary Gated Access:	W Fireclay Ave
Secondary Gated Access:	W Gilbride Ave
Metro at Fireclay	
Primary Gated Access:	W Edison Ave
Secondary Gated Access:	W Edison Ave
Birkhill	
Primary Gated Access:	E Gilbride Ave
Birkhill on Main	
Primary Gated Access:	S Jummer Way

Schedule C



SECTION B-B - PERIMETER FENCING



DRAWING TITLE

OVERALL SITE PLAN

CLEINT

APPLEGATE LLC
SALT LAKE CITY, UT

COMPLETION STATUS
PRELIMINARY PLANS

PROJECT

FUJI Townhomes
MURRAY, UT

GENERAL

DENSITY CALCULATIONS:

TOTAL PROJECT AREA = 222,621 SQFT.
5.11 ACRES

DENSITY UNITS/ACRE = 42 UNITS
5.11 ACRES

UNITS/ACRE = 8.2 OR 8 ACRES/UNIT

N

S

40 0 20 40 80

Scale (24" x 36") 1 in. = 40 FT.

REVISIONS:

REV #	DESCRIPTION	DATE

WEBER ENGINEERING COLLECTIVE

CIVIL• PLANNING• SURVEYING

SALT LAKE CITY, UTAH
PHONE (385) 229-9663

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STAMP

PROJECT NO. W-18-15
DATE 04/19/23
DRAWN BY: JACOB WEBER, P.E.
CKD BY:
SHEET NUMBER C-04

FUJI Townhomes

MURRAY, UTAH



VICINITY MAP*

DETAIL CALLOUTS

C-1 / D-01	ADA ACCESS SIDEWALK RAMP
C-2 / D-01	SIDEWALK DRIVE APP. S.W. RAMP
C-3 / D-01	CATCH BASIN AND CLEANOUT
C-5 / D-01	ROADWAY DETAILS
C-4 / D-02	COMBINATION IN. CLEANOUT BOX
C-6 / D-02	MANHOLE AND VALVE COLLAR
C-7 / D-02	TRENCH BACKFILL
C-5 / D-02	POST AND SIGN MOUNTING DETAIL
MCW-07 / D-03	SANITARY SEWER MANHOLE
MCW-09 / D-03	DROP MANHOLE
MCW-10 / D-03	MANHOLE COLLAR
MCW-12 / D-03	SEWER LATERAL AND C.O.
MCW-13 / D-03	CLEANOUT DETAIL
MCW-15 / D-03	TRENCH DETAIL

Blue Stakes of UTAH 811 — Always Call Before You Dig

*VICINITY MAP PROVIDED FROM GOOGLE MAPS.

INFORMATION

DEVELOPER

APPLEGATE LLC

CIVIL ENGINEER

WEBER ENGINEERING COLLECTIVE
SALT LAKE CITY, UTAH
PH. 385-229-9663

SURVEYOR

JOHANSON SURVEYING
SALT LAKE CITY, UTAH 84118
PH. 385-229-9663

CONTRACTOR

TBD

Sheet List Table

Sheet Number	Sheet Title
C-01	COVER SHEET
C-02	OVERALL DEMO PLAN
C-03	PARKING EXHIBIT
C-04	OVERALL SITE PLAN
C-05	SITE PLAN
C-06	MURRAY CITY SAFETY PLAN
C-07	DRAINAGE PLAN
C-08	GRADING PLAN
C-09	GRADING PLAN-FUJI AVENUE
C-10	GRADING PLAN-FUJI AVENUE
C-11	UTILITY PLAN
C-12	FUJI AVE PP STA 10+00 - 15+00
C-13	FUJI AVE PP STA 15+00-20+00
C-14	FUJI AVE PP STA 20+00-22+80
C-15	FUJI ACCESS DRIVE PP
EC-02	PH2 EC PLAN
EC-01	PH1 EC PLAN
EC-03	EC DETAILS
D-01	DETAILS
D-02	DETAILS
D-03	SEWER DETAILS
D-04	WATER DETAILS

NOTICE TO CONTRACTOR

CAUTION TO THE CONTRACTOR NOTE THAT THE ELEVATION AND OR LOCATION OF EXISTING UTILITIES SHOWN ON THESE PLANS IS BASED ON RECORDS FROM PUBLIC UTILITIES AND PRIVATE UTILITY COMPANY MARKINGS AND WHERE POSSIBLE MEASUREMENTS TAKEN IN THE FIELD. THIS INFORMATION IS NOT TO BE RELIED ON AS BEING EXACT OR COMPLETE. THE CONTRACTOR IS RESPONSIBLE TO CONTACT THE UTILITY LOCATION COMPANY AT LEAST .. HOURS BEFORE ANY EXCAVATION TO REQUEST EXACT FIELD LOCATIONS OF THE UTILITIES. THE CONTRACTOR SHALL ALSO NOTE THAT ANY UTILITIES WHICH CONFLICT WITH THE PROPOSED IMPROVEMENTS SHALL BE RELOCATED.

DRAWING TITLE

COVER SHEET

CLEINT

APPLEGATE LLC
SALT LAKE CITY, UT

COMPLETION STATUS

PRELIMINARY PLANS

PROJECT

FUJI Townhomes
MURRAY, UT

GENERAL

1. INSTALL WATER AND SANITARY SEWER IMPROVEMENTS ACCORDING TO MURRAY CITY AND/OR APWA 2017 STANDARDS.
2. MAINTAIN A MINIMUM 10' DISTANCE BETWEEN WATER AND SANITARY SEWER LINES.
3. MINIMUM 18" OF CLEARANCE IS REQUIRED WHERE SEWER AND WATER CROSS.
4. MINIMUM 12" OF CLEARANCE IS REQUIRED WHERE CROSSING EXISTING GAS LINE.
5. CONTRACTOR SHALL FIELD VERIFY LOCATIONS AND INVERT ELEVATIONS OF EXISTING MANHOLES AND OTHER UTILITIES BEFORE STAKING OR CONSTRUCTING ANY NEW UTILITY LINES.
6. FOUR FEET OF COVER REQUIRED OVER ALL WATER LINES.
7. CONTRACTOR RESPONSIBLE FOR OBTAINING MURRAY CITY STANDARDS AND/OR APWA 2017 SPECIFICATIONS AND CONSTRUCTION STANDARDS.
8. CONTRACTOR IS RESPONSIBLE TO OBTAIN AND FOLLOW THE SOILS REPORT AND ITS RECOMMENDATIONS (GEOTECHNICAL ENGINEERING STUDY, PROVIDED BY CMT ENGINEERING. DATED MAY 29, 2019).
9. CONTRACTOR RESPONSIBILITY TO VERIFY CIVIL SITE PLAN AND BUILDING DIMENSIONS MATCH BUILDING PLANS BEFORE STARTING CONSTRUCTION.
10. ALL UTILITY LINES SHALL BE BACKFILLED AS PER MURRAY CITY STANDARDS.
11. ALL STORM DRAIN PIPING TO BE CUT FLUSH WITH INSIDE WALL OF DRAINAGE INSIDE WALL TO BE GROUTED SMOOTH WITH A NON-SHRINK GROUT.
12. CONTRACTOR TO REPLACE ANY AREAS AROUND CONSTRUCTION SITE THAT IS DAMAGED DURING CONSTRUCTION.
13. THERE SHALL BE NO CHANGES TO THESE PLANS WITHOUT THE WRITTEN APPROVAL OF THE ENGINEER OF RECORD AND RE-SUBMITTAL OF THE PROPOSED CHANGES TO MURRAY CITY FOR REVIEW AND APPROVAL.
14. LOCATION (HORIZONTAL AND VERTICAL) OF UNDERGROUND UTILITIES SHALL BE UNCOVERED BY THE CONTRACTOR AT THE BEGINNING OF THE PROJECT TO SEE IF THEY IMPACT THE DESIGN.
15. THE CONTRACTOR IS RESPONSIBLE FOR SAFETY ON THE SITE AT ALL TIMES AND SHALL OBTAIN THE NECESSARY PERMITS TO ACCOMPLISH THE JOB.
16. CALL BLUE STAKES BEFORE YOU DIG

REVISIONS:

REV #	DESCRIPTION	DATE

WEBER ENGINEERING COLLECTIVE
CIVIL• PLANNING• SURVEYING
SALT LAKE CITY, UTAH
PHONE (385) 229-9663

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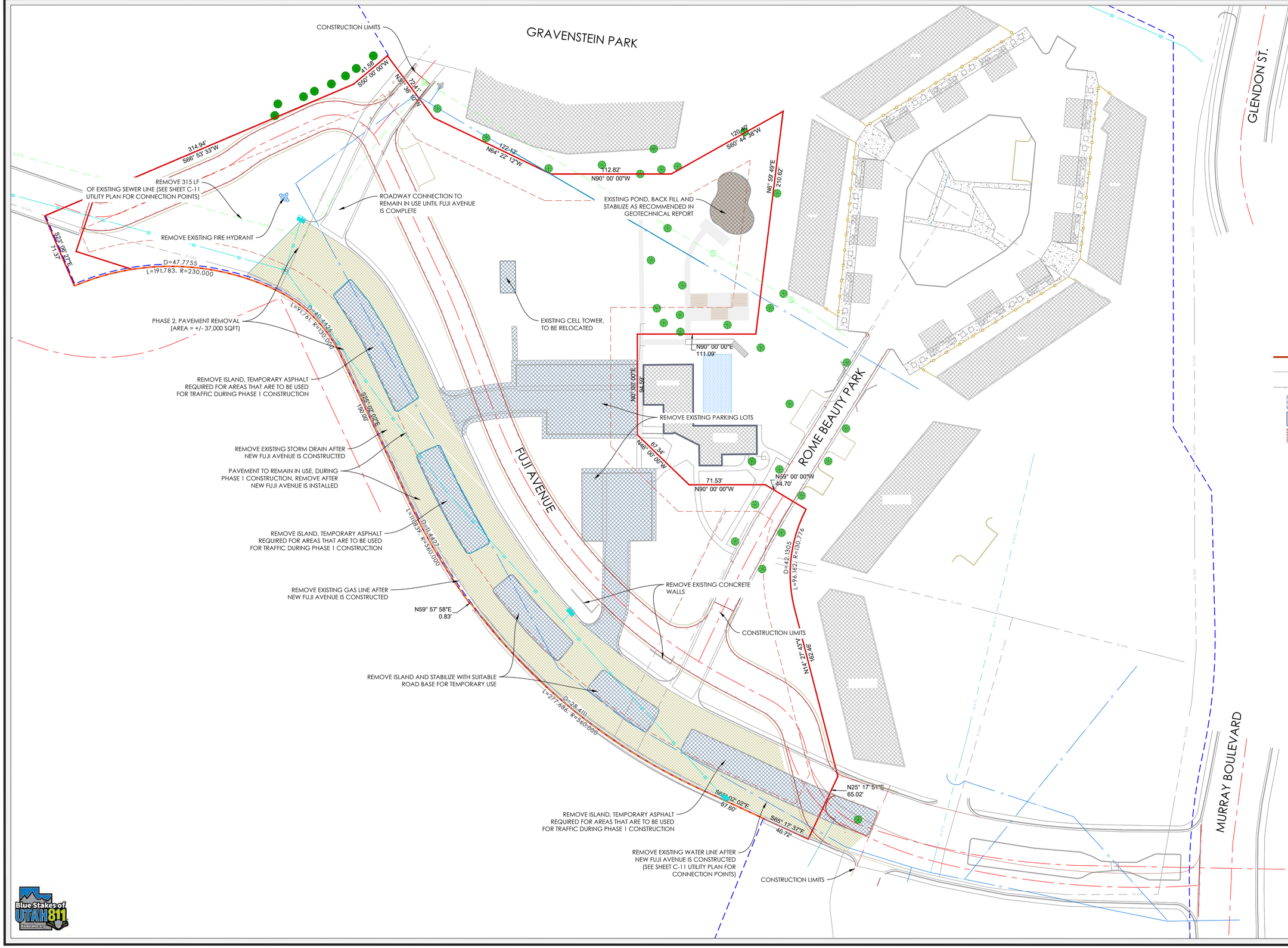
PROJECT NO. W-18-15

DATE 04/19/23

DRAWN BY: JACOB WEBER, P.E.

CKD BY:

SHEET NUMBER C-01



DRAWING TITLE

OVERALL DEMO PLAN

CLEINT

APPLEGATE LLC
SALT LAKE CITY, UT

COMPLETION STATUS
PRELIMINARY PLANS

PROJECT

FUJI Townhomes
MURRAY, UT

GENERAL

LEGEND

- PROPERTY BOUNDARY
- EXISTING CONCRETE
- EXISTING ASPHALT
- PHASE 1 DEMOLITION (REMOVE BEFORE PH 1)
- PHASE 2 DEMOLITION (REMOVE BEFORE PH 2)
- PHASE 1 ACCESS ROUTE

N

S

40 0 20 40 80

Scale (24'' x 36'') 1 in. = 40 FT.

REVISIONS:

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PROFESSIONAL ENGINEER
No. 6010985
(2202)
JACOB EUGENE
WEBER
STATE OF UTAH

PROJECT NO. W-18-15

DATE 04/19/23

DRAWN BY: JACOB WEBER, P.E.

CKD BY:

SHEET NUMBER C-02

Blue Stakes of UTAH 811
BlueStakes.org



DRAWING TITLE

PARKING EXHIBIT

CLEINT

APPLEGATE LLC
SALT LAKE CITY, UT

COMPLETION STATUS
PRELIMINARY PLANS

PROJECT

FUJI Townhomes
MURRAY, UT

GENERAL

ADDITIONAL PARKING STALLS:

-BALDWIN PARK
4 PARKING STALLS

-BEN DAVIS PARK
4 PARKING STALLS

-ROME BEAUTY PARK (CLUB HOUSE)
12 PARKING STALLS

-GRAVENSTEIN PARK
15 PARKING STALLS

TOTAL NEW PARKING STALLS = 35

N

S

60 0 30 60 120

Scale (24" x 36") 1 in. = 60 FT.

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PROFESSIONAL ENGINEER No. 8018985 2280 JACOB EUGENE WEBER STATE OF UTAH

PROJECT NO. W-18-15

DATE 04/19/23

DRAWN BY: JACOB WEBER, P.E.

CKHD BY:

SHEET NUMBER C-03

Blue Stakes of UTAH 811
811 or 811.com



ACCESS ROAD GATE NOTES:

1. GATE INGRESS AND EGRESS BOTH REQUIRE KEY, KEYCODE, OR TRANSPONDER FOR ENTRY. FUJI AND APPLEGATE RESIDENTS AND GUEST, AND EMERGENCY VEHICLES ACCESS ONLY.
2. INSTALL FIRE APPARATUS ACCESS GATE ACCORDING TO INTERNATIONAL FIRE CODE IFC, (D103.5 FIRE APPARATUS ACCESS ROAD GATES.

Blue Stakes of UTAH 811 — Blue Stakes.org

DRAWING TITLE

OVERALL SITE PLAN

CLEINT

APPLEGATE LLC
SALT LAKE CITY, UT

COMPLETION STATUS
PRELIMINARY PLANS

PROJECT

FUJI Townhomes
MURRAY, UT

GENERAL

DENSITY CALCULATIONS:

TOTAL PROJECT AREA = 222,621 SQFT.
5.11 ACRES

DENSITY UNITS/ACRE = 42 UNITS
5.11 ACRES

UNITS/ACRE = 8.2 OR 8 ACRES/UNIT

N

S

40 0 20 40 80

Scale (24'' x 36'') 1 in. = 40 FT.

REVISIONS:

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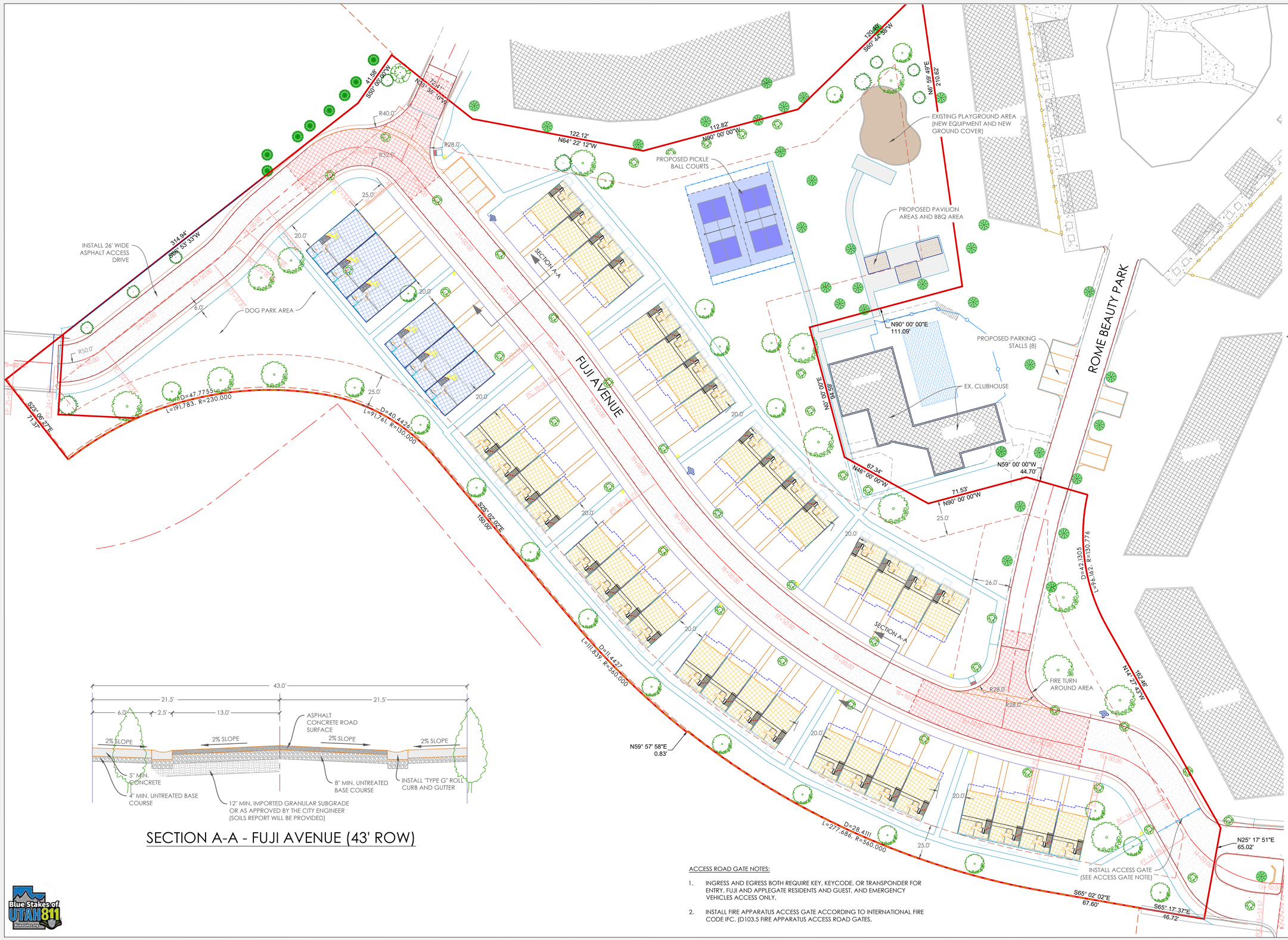
PROJECT NO. W-18-15

DATE 04/19/23

DRAWN BY: JACOB WEBER, P.E.

CKHD BY:

SHEET NUMBER C-04



SECTION A-A - FUJI AVENUE (43' ROW)

ACCESS ROAD GATE NOTES:

1. INGRESS AND EGRESS BOTH REQUIRE KEY, KEYCODE, OR TRANSPONDER FOR ENTRY. FUJI AND APPLEGATE RESIDENTS AND GUEST, AND EMERGENCY VEHICLES ACCESS ONLY.
2. INSTALL FIRE APPARATUS ACCESS GATE ACCORDING TO INTERNATIONAL FIRE CODE IFC. (D103.5 FIRE APPARATUS ACCESS ROAD GATES.

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DRAWING TITLE

SITE PLAN

CLEINT

APPLEGATE LLC
SALT LAKE CITY, UT

COMPLETION STATUS
PRELIMINARY PLANS

PROJECT

FUJI Townhomes
MURRAY, UT

GENERAL

LEGEND

- PROPERTY BOUNDARY
- PROPOSED TOWNHOMES (22' X 46') 9 UNITS
- PROPOSED TOWNHOMES (22' X 32.5') 35 UNITS
- PROPOSED ASPHALT ROADWAY
- PROPOSED CONCRETE
- PROPOSED GRASS
- PROPOSED STREET LIGHTS
- EXISTING BUILDINGS

* TOTAL TOWNHOME UNITS = 42

N

S

30 0 15 30 60

Scale (24" x 36") 1 in. = 30 FT.

REVISIONS:

REV #	DESCRIPTION	DATE

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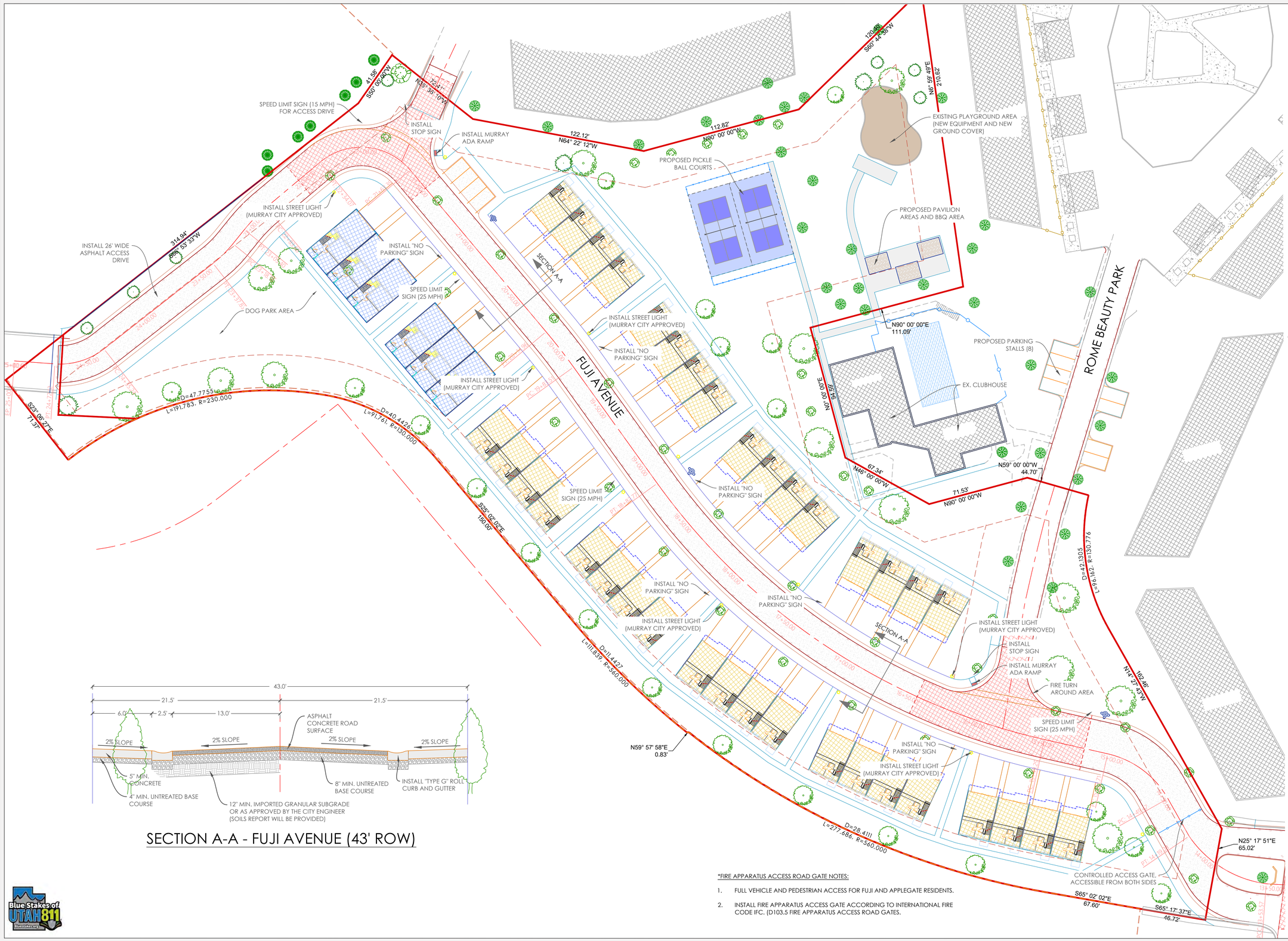
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DATE 04/19/23

DRAWN BY: JACOB WEBER, P.E.

CKHD BY:

SHEET NUMBER C-05



SECTION A-A - FUJI AVENUE (43' ROW)

*FIRE APPARATUS ACCESS ROAD GATE NOTES:

1. FULL VEHICLE AND PEDESTRIAN ACCESS FOR FUJI AND APPLEGATE RESIDENTS.
2. INSTALL FIRE APPARATUS ACCESS GATE ACCORDING TO INTERNATIONAL FIRE CODE IFC. (D103.5 FIRE APPARATUS ACCESS ROAD GATES.

Blue Stakes of UTAH 811 — Blue Stakes.com

DRAWING TITLE

MURRAY CITY SAFETY PLAN

CLEINT

APPLEGATE LLC
SALT LAKE CITY, UT

COMPLETION STATUS
PRELIMINARY PLANS

PROJECT

FUJI Townhomes
MURRAY, UT

GENERAL

LEGEND

- PROPERTY BOUNDARY
- PROPOSED TOWNHOMES (22' X 46') 9 UNITS
- PROPOSED TOWNHOMES (22' X 32.5') 35 UNITS
- PROPOSED ASPHALT ROADWAY
- PROPOSED CONCRETE
- PROPOSED GRASS
- PROPOSED STREET LIGHTS
- EXISTING BUILDINGS

* TOTAL TOWNHOME UNITS = 42

N
S

30 0 15 30 60

Scale (24" x 36") 1 in. = 30 FT.

REVISIONS:

REV #	DESCRIPTION	DATE

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PROFESSIONAL ENGINEER — No. 10189865 (2202) — JACOB EUGENE WEBER — STATE OF UTAH

PROJECT NO. W-18-15
DATE 04/19/23
DRAWN BY: JACOB WEBER, P.E.
CKD BY:
SHEET NUMBER C-06

GRAVENSTEIN PARK

GLENDON ST.

ROME BEAUTY PARK

FUJI AVENUE

MURRAY BOULEVARD

DRAINGE BASIN AREA

DETENTION AREA
VOL PROVIDED = +/- 3,000 CUFT.
LOW ELEV. = 4280.26
HIGH WATER ELEV. = 4283.00
1' FREE BOARD PROVIDED

INSTALL OVERFLOW CATCH BASIN ON EX. 27" RCP STORM DRAIN (RIM ELEV = 4283.50)

INSTALL OVERFLOW CB
RIM:4283.5
SUMP:4278.49
INV IN:4280.49 12"
INV OUT:4280.49 27"

INSTALL CB W 4.8" DIA. ORIFICE PLATE
RIM:4282.01
SUMP:4280.34
INV OUT:4280.34 12"

28.78' of 15" RCP @ -1.00%

INSTALL CURB INLET CB#7
STA:23+46.36 OFF:13.31R
RIM:4291.23
INV IN:4289.29 15"

137.23' of 24" RCP @ 4.58%

225.68' of 27" RCP @ 1.64%

18.76' of 24" RCP @ 1.00%

13.65' of 12" RCP @ -1.09%

INSTALL COMBO BOX CB #1A
STA:23+44.96 OFF:-15.44L
RIM:4290.98
SUMP:4286.63
INV IN:4286.63 24"
INV OUT:4287.40 24"
INV OUT:4289.00 15"

INSTALL FLARED END SECTION
RIM:4289.96
INV IN:4287.21 24"

INSTALL CURB INLET CB #3
STA:21+99.94 OFF:12.99R
RIM:4296.49
SUMP:4291.95
INV OUT:4291.95 18"

31.34' of 18" RCP @ 1.20%

INSTALL COMBO BOX CB #1
STA:21+85.68 OFF:-15.51L
RIM:4297.05
SUMP:4291.54
INV IN:4291.54 24"
INV IN:4291.57 18"
INV OUT:4291.54 24"

170.33' of 24" RCP @ 3.29%

29.39' of 18" RCP @ 1.11%

INSTALL CURB INLET CB #6
STA:20+01.01 OFF:13.32R
RIM:4301.52
SUMP:4297.97
INV OUT:4297.97 18"

INSTALL COMBO BOX CB #4
STA:20+06.81 OFF:-15.49L
RIM:4301.50
SUMP:4297.14
INV IN:4297.14 24"
INV IN:4297.64 18"
INV OUT:4297.14 24"

INSTALL TRENCH DRAIN

209.35' of 24" RCP @ 0.89%

INSTALL TRENCH DRAIN

INSTALL CURN INLET CB #7
STA:17+98.79 OFF:-13.13L
RIM:4303.26
SUMP:4299.00
INV IN:4299.50 18"
INV OUT:4299.00 24"

INSTALL TRENCH DRAIN

109.49' of 18" RCP @ 1.39%

INSTALL CURB INLET CB #9
STA:16+92.35 OFF:-15.22L
RIM:4304.17
SUMP:4300.74
INV IN:4301.47 15"
INV IN:4300.74 18"
INV OUT:4300.74 18"

INSTALL CURB INLET CB #10
STA:16+89.86 OFF:13.13R
RIM:4304.19
SUMP:4301.72
INV OUT:4301.72 15"

28.45' of 15" RCP @ 0.87%

INSTALL 4' CONCRETE WATERWAY

INSTALL TRENCH DRAIN

192.25' of 18" RCP @ 0.81%

INSTALL TRENCH DRAIN

INSTALL CURB INLET CB #12
STA:15+03.27 OFF:-10.88L
RIM:4305.83
SUMP:4302.30
INV IN:4302.30 18"
INV OUT:4302.30 18"

35.20' of 15" RCP @ 0.83%

INSTALL CURB INLET CB #14
STA:14+21.39 OFF:19.13R
RIM:4306.24
SUMP:4302.99
INV OUT:4302.99 18"

GRADE RETENTION AREA FOR 80th PERCENTILE STORM
(STORAGE VOLUME = 5,000 CUFT.)

LOW IMPACT RAINFALL DRAINAGE SWALE, WITHIN DRAINAGE P.U.E.
VOL. PROVIDED = +/- 6,000 CUFT.

Hydrology Report

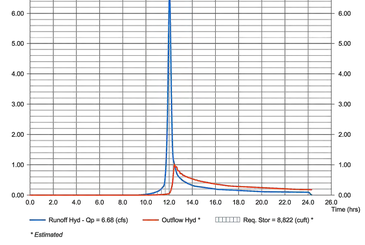
Hydraflow Express Extension for Autodesk® Civil 3D® by Autodesk, Inc. — Wednesday, Apr 19 2023

FUJI AVE - HYDRO CALCS

Hydrograph type	= SCS	Peak discharge (cfs)	= 6.680
Storm frequency (yrs)	= 10	Time interval (min)	= 1
Drainage area (ac)	= 5.110	Curve number (CN)	= 87
Basin Slope (%)	= n/a	Hydraulic length (ft)	= n/a
Tc method	= User	Time of conc. (min)	= 15
Total precip. (in)	= 2.16	Storm Distribution	= Type II
Storm duration (hrs)	= 24	Shape factor	= 484

Hydrograph Volume = 18,028 (cuft); 0.414 (acft)

Runoff Hydrograph



*Estimated

Hydrology Report

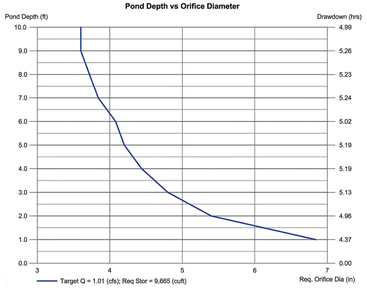
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FUJI AVE - ORIFICE CALCS

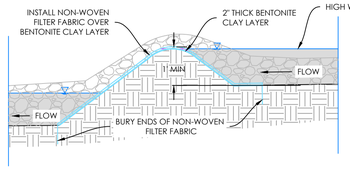
Hydrograph type	= SCS	Peak discharge (cfs)	= 7.114
Storm frequency (yrs)	= 10	Time interval (min)	= 1
Drainage area (ac)	= 5.110	Curve number (CN)	= 87
Basin Slope (%)	= n/a	Hydraulic length (ft)	= n/a
Tc method	= User	Time of conc. (min)	= 15
Total precip. (in)	= 2.16	Storm Distribution	= Type II
Storm duration (hrs)	= 24	Shape factor	= 484

Hydrograph Volume = 19,149 (cuft); 0.440 (acft)

Pond Depth vs Orifice Diameter



SWALE DETAIL



DRAINAGE SWALE NOTE:

FOR FINAL DESIGN, THE DRAINAGE SWALE WILL BE LANDSCAPED TO HAVE A SERIES OF BERMS THAT WILL ALLOW FOR STORM WATER STORAGE AND INFILTRATION. THIS WILL MINIMIZE THE STORM WATER IMPACT ON DOWNHILL STORM WATER INFRASTRUCTURE.

GRADING AND DRAINAGE NOTES:

1. STORM WATER RUNOFF SHALL BE MAINTAINED ON SITE AND SHALL NOT ENTER ONTO NEIGHBORING PROPERTIES.
2. THE SITE IS LOCATED IN **FEMA** FLOOD HAZARD ZONE X, WHICH IS DESIGNATED AS AREAS OF MINIMAL FLOOD RISKS.
3. RAINFALL DATA USED IN CALCULATIONS WAS PROVIDED FROM NOAA ATLAS 14 POINT PRECIPITATION FREQUENCY ESTIMATES.
4. GROUND WATER IS ENCOUNTERED AT A DEPTH OF 18 FEET BELOW EXISTING GROUND CONDITIONS. (GEOTECHNICAL ENGINEERING STUDY, PROVIDED BY CMT ENGINEERING, MAY 29, 2019)
5. EXCAVATIONS AND SLOPE GRADING MUST COMPLY WITH BUILDING CODES AND REQUIREMENTS OF THE SITE GEOTECHNICAL REPORT.

CATCH BASIN AND MANHOLE NOTES:

1. ALL PRECAST BOX AND MANHOLE LID ELEVATIONS MUST BE A MINIMUM OF 9" BELOW RIM ELEVATION.

80th PERCENTILE STORM NOTES:

V=RvdA

V = 80th percentie volume retained, cf

Rv = Volumetric runoff coefficient.

d = 80th percentile precipitation depth, ft (0.43 in)

A = Project drainage area. (222,600 sqft.)

An additional +/- 5,000 cuft. of Storm Drain Retention is needed.

LEGEND

- EXISTING MINOR CONTOURS (2')
- PROPOSED MAJOR CONTOUR (10')
- PROPOSED MINOR CONTOUR (2')
- EDGE OF PROPOSED ASPHALT
- PROPOSED DRAINAGE SWALE
- PROPOSED SLOPE
- PROPOSED FINISHED GRADE
- EXISTING GRADE
- PROPOSED RETENTION AREA

N

S

40 0 20 40 80

Scale (24" x 36") 1 in. = 40 FT.

DRAWING TITLE

DRAINAGE PLAN

CLEINT

APPLEGATE LLC
SALT LAKE CITY, UT

COMPLETION STATUS
PRELIMINARY PLANS

PROJECT

FUJI Townhomes
MURRAY, UT

GENERAL

REVISIONS:

REV #	DESCRIPTION	DATE

WEBER ENGINEERING COLLECTIVE
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PROJECT NO. W-18-15

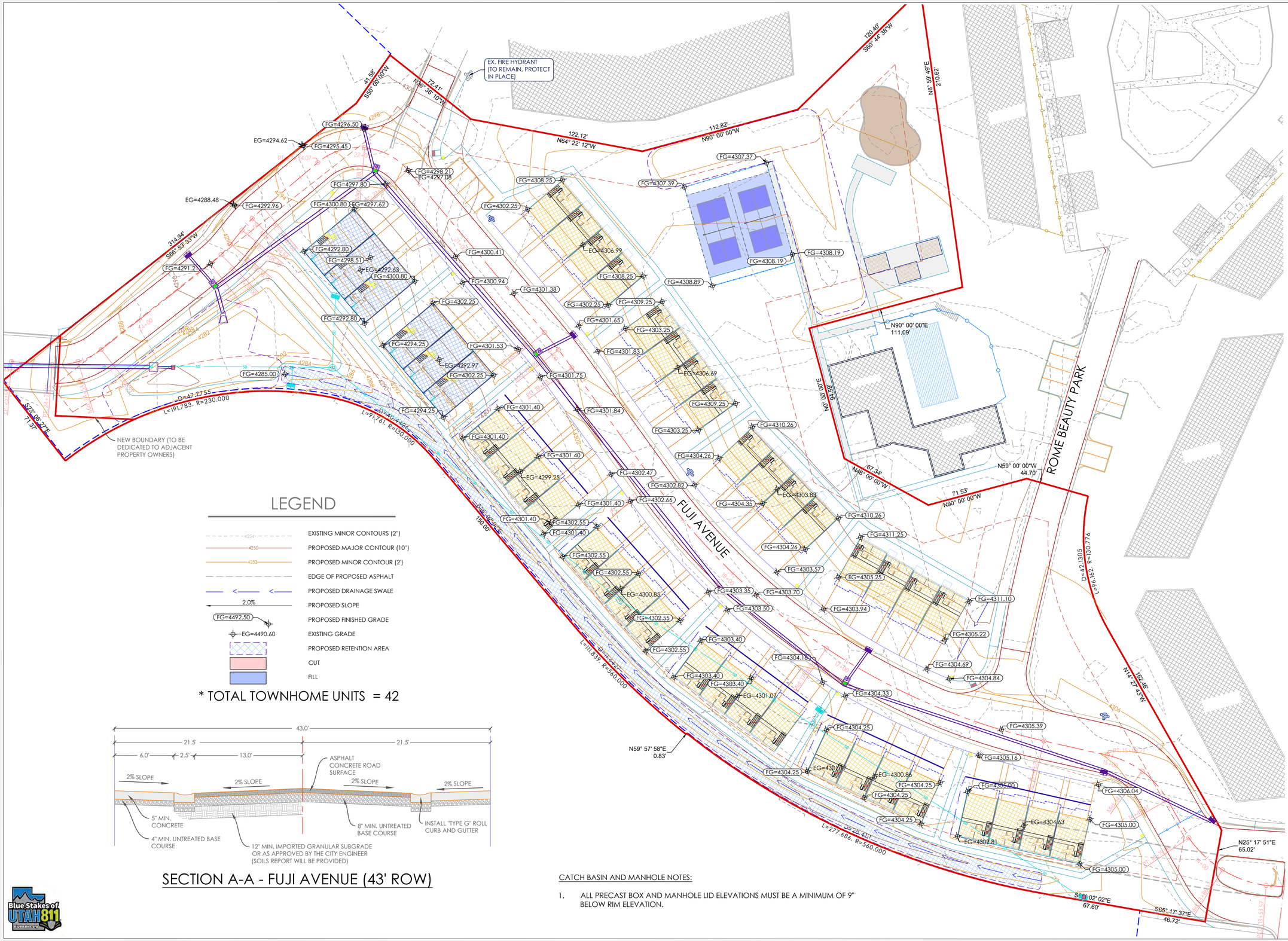
DATE 04/19/23

DRAWN BY: JACOB WEBER, P.E.

CKD BY:

SHEET NUMBER C-07

Blue Stakes of UTAH 811
Blue Stakes.org



LEGEND

- EXISTING MINOR CONTOURS (2')
- PROPOSED MAJOR CONTOUR (10')
- PROPOSED MINOR CONTOUR (2')
- EDGE OF PROPOSED ASPHALT
- PROPOSED DRAINAGE SWALE
- 2.0% — PROPOSED SLOPE
- FG=4492.50 — PROPOSED FINISHED GRADE
- EG=4490.60 — EXISTING GRADE
- PROPOSED RETENTION AREA
- CUT
- FILL

* TOTAL TOWNHOME UNITS = 42

SECTION A-A - FUJI AVENUE (43' ROW)

CATCH BASIN AND MANHOLE NOTES:

1. ALL PRECAST BOX AND MANHOLE LID ELEVATIONS MUST BE A MINIMUM OF 9" BELOW RIM ELEVATION.

Blue Stakes of UTAH 811 — Statewide 811

DRAWING TITLE

GRADING PLAN

CLEINT

APPLEGATE LLC
SALT LAKE CITY, UT

COMPLETION STATUS
PRELIMINARY PLANS

PROJECT

FUJI Townhomes
MURRAY, UT

GENERAL

N

S

30 0 15 30 60

Scale (24'' x 36'') 1 in. = 30 FT.

REVISIONS:

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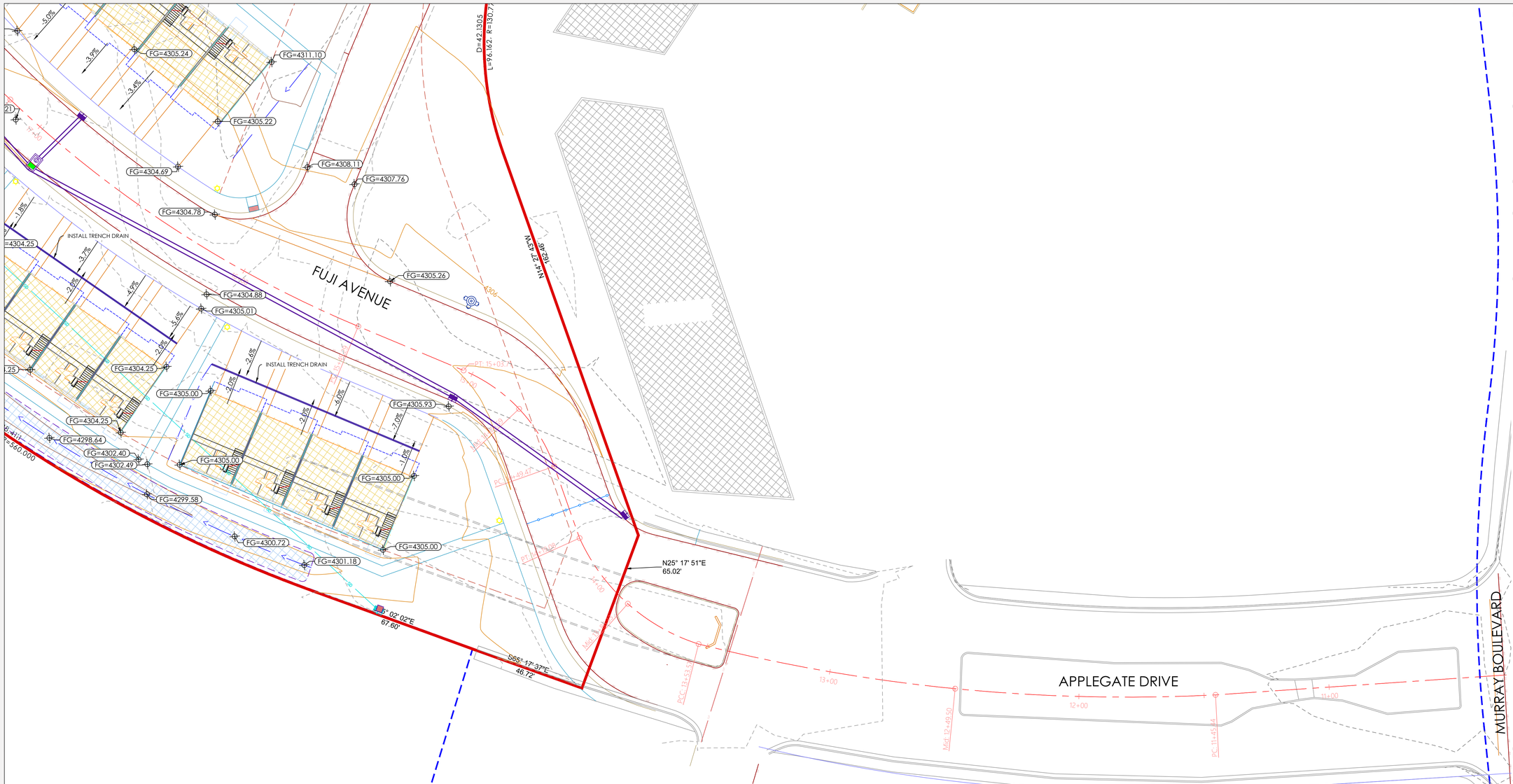
PROJECT NO. W-18-15

DATE 04/19/23

DRAWN BY: JACOB WEBER, P.E.

CKD BY:

SHEET NUMBER C-08



LEGEND

- EXISTING MINOR CONTOURS (2")
- PROPOSED MAJOR CONTOUR (10")
- PROPOSED MINOR CONTOUR (2')
- EDGE OF PROPOSED ASPHALT
- PROPOSED DRAINAGE SWALE
- 2.0% PROPOSED SLOPE
- FG=4492.50 PROPOSED FINISHED GRADE
- EG=4490.60 EXISTING GRADE
- PROPOSED RETENTION AREA
- CUT
- FILL

Blue Stakes of UTAH 811 — Dial 811 or Click811.com

DRAWING TITLE

GRADING PLAN-FUJI AVENUE

CLEINT

APPLEGATE LLC
SALT LAKE CITY, UT

COMPLETION STATUS
PRELIMINARY PLANS

PROJECT

FUJI Townhomes
MURRAY, UT

GENERAL

REVISIONS:

REV #	DESCRIPTION	DATE

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PHONE (385) 229-9663

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STAMP

PROFESSIONAL ENGINEER — No. 6018985 (SEAL) — JACOB EUGENE WEBER — STATE OF UTAH

PROJECT NO. W-18-15
DATE 04/19/23
DRAWN BY: JACOB WEBER, P.E.
CKHD BY:
SHEET NUMBER C-09

EX. FIRE HYDRANT (TO REMAIN, PROTECT IN PLACE)

FUJI AVENUE

LEGEND

- EXISTING MINOR CONTOURS (2')
- PROPOSED MAJOR CONTOUR (10')
- PROPOSED MINOR CONTOUR (2')
- EDGE OF PROPOSED ASPHALT
- PROPOSED DRAINAGE SWALE
- PROPOSED SLOPE
- PROPOSED FINISHED GRADE
- EXISTING GRADE
- PROPOSED RETENTION AREA
- CUT
- FILL

Blue Stakes of UTAH 811

DRAWING TITLE

GRADING PLAN-FUJI AVENUE

CLEINT

APPLEGATE LLC
SALT LAKE CITY, UT

COMPLETION STATUS

PRELIMINARY PLANS

PROJECT

FUJI Townhomes
MURRAY, UT

GENERAL

Scale (24" x 36") 1 in. = 20 FT.

REVISIONS:

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STAMP

PROFESSIONAL ENGINEER No. 8018985 2209 JACOB EUGENE WEBER 04/19/23 STATE OF UTAH

PROJECT NO. W-18-15

DATE 04/19/23

DRAWN BY: JACOB WEBER, P.E.

CKHD BY:

SHEET NUMBER C-10

CONNECT NEW 8" WATERLINE TO EXISTING WATERLINE

INSTALL 8" GATE VALVE

EX. FIRE HYDRANT (TO REMAIN, PROTECT IN PLACE)

INSTALL 5' SS MH #1A
STA:22+08.55 OFF:7.76R
RIM:4296.26
INV IN:4282.83 8" PVC
INV OUT:4282.83 8" PVC

INSTALL 8" WATER METER FOR EX. AG SUBDIVISION

INSTALL 8" WATER METER FOR NEW FUJI SUB.

INSTALL 8" GATE VALVE

SS 48.59' of 8" SDR35 PVC @ 5.42%

230.7 LF 8 IN X 8 IN D.I.

SS 201.01' of 8" SDR35 PVC @ 5.10%

INSTALL 5' SS MH ON EX. SS LINE
STA:21+60.24 OFF:-7.12L
RIM:4298.20
INV IN:4285.52 8" PVC
INV OUT:4285.46 8" PVC

INSTALL NEW FIRE HYDRANT (MUELLER)

SS 143.32' of 8" SDR35 PVC @ 2.51%

159.0 LF 8 IN X 8 IN D.I.

INSTALL 5' SS MH #1 (ON EX. SS LINE)
RIM:4288.15
SUMP:4269.57

8 IN X 8 IN ELBOW

INSTALL SS MH #3A
STA:20+16.91 OFF:-7.20L
RIM:4301.53
INV IN:4289.12 8" PVC
INV OUT:4289.12 8" PVC

FUJI AVENUE

INSTALL 4" SDR 35 PVC SS LATERAL @ 2% MIN. SLOPE W/ CLEANOUT (TYP.)

EXISTING WATERLINE TO BE REMOVED OR ABANDONED

SS 218.56' of 8" SDR35 PVC @ 1.00%

230.7 LF 8 IN X 8 IN D.I.

INSTALL 4" SDR 35 PVC SS LATERAL @ 2% MIN. SLOPE W/ CLEANOUT (TYP.)

INSTALL NEW FIRE HYDRANT (MUELLER)

INSTALL 1" WATER LATERAL W/ WATER METER (TYP.)

INSTALL 1" WATER LATERAL W/ WATER METER (TYP.)

INSTALL 1" WATER LATERAL W/ WATER METER (TYP.)

INSTALL GAS LINE (COORD. W/ DOMINION ENERGY)

INSTALL 5' SS MH #3
STA:17+98.63 OFF:-6.10L
RIM:4303.41
INV IN:4291.30 8" PVC
INV OUT:4291.30 8" PVC

INSTALL 4" SDR 35 PVC SS LATERAL @ 2% MIN. SLOPE W/ CLEANOUT (TYP.)

INSTALL 1" WATER LATERAL W/ WATER METER (TYP.)

SS 115.91' of 8" SDR35 PVC @ 1.00%

111.8 LF 8 IN X 8 IN D.I.

POWER LINE (COORD. W/ MURRAY CITY CORP.)

INSTALL 4' SS MH #4
STA:16+83.95 OFF:-6.25L
RIM:4304.38
INV IN:4292.44 8" PVC
INV OUT:4292.46 8" PVC

169.0 LF 8 IN X 8 IN D.I.

SS 163.38' of 8" SDR35 PVC @ 1.00%

INSTALL NEW FIRE HYDRANT (MUELLER)

INSTALL 4' SS MH #5
STA:15+21.12 OFF:-1.04L
RIM:4305.87
INV OUT:4294.07 8" PVC

INSTALL 4" SDR 35 PVC SS LATERAL @ 2% MIN. SLOPE W/ CLEANOUT (TYP.)

INSTALL 1" WATER LATERAL W/ WATER METER (TYP.)

LEGEND

- PROPERTY BOUNDARY
- EXISTING WATER LINE
- EXISTING FIRE HYDRANT
- PROPOSED WATER LINE
- PROPOSED FIRE HYDRANT
- EXISTING SEWER LINE
- EXISTING MANHOLE
- PROPOSED SEWER LINE
- PROPOSED SEWER MANHOLE

N

S

30 0 15 30 60

Scale (24" x 36") 1 in. = 30 FT.

UTILITY NOTES:

1. ALL WATER WORK SHALL COMPLY WITH MURRAY CITY SPECIFICATIONS. SEE DETAIL SHEET D-03.
2. ALL FILL MATERIAL WITHIN THE APPLEGATE ROW IS CONSIDERED STRUCTURAL AND MUST MEET AASHTO A-1 GRADATION CLASSIFICATION.
3. UTILITY TRENCHING BACKFILL MUST ALSO MEET AASHTO A-1 GRADATION CLASSIFICATION.
4. ALL PRECAST BOX AND MANHOLE LID ELEV. MUST BE 9" MINIMUM BELOW RIM ELEV.

Blue Stakes of UTAH 811 — Bluestakes.org

DRAWING TITLE

UTILITY PLAN

CLEINT

APPLEGATE LLC
SALT LAKE CITY, UT

COMPLETION STATUS
PRELIMINARY PLANS

PROJECT

FUJI Townhomes
MURRAY, UT

GENERAL

1. INSTALL WATER AND SANITARY SEWER IMPROVEMENTS ACCORDING TO MURRAY CITY AND/OR APWA 2017 STANDARDS.
2. MAINTAIN A MINIMUM 10' DISTANCE BETWEEN WATER AND SANITARY SEWER LINES.
3. MINIMUM 18" OF CLEARANCE IS REQUIRED WHERE SEWER AND WATER CROSS.
4. MINIMUM 12" OF CLEARANCE IS REQUIRED WHERE CROSSING EXISTING GAS LINE.
5. CONTRACTOR SHALL FIELD VERIFY LOCATIONS AND INVERT ELEVATIONS OF EXISTING MANHOLES AND OTHER UTILITIES BEFORE STAKING OR CONSTRUCTING ANY NEW UTILITY LINES.
6. FOUR FEET OF COVER REQUIRED OVER ALL WATER LINES.
7. CONTRACTOR RESPONSIBLE FOR OBTAINING MURRAY CITY STANDARDS AND/OR APWA 2017 SPECIFICATIONS AND CONSTRUCTION STANDARDS.
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16. CALL BLUE STAKES BEFORE YOU DIG

REVISIONS:

REV #	DESCRIPTION	DATE

WEBER ENGINEERING COLLECTIVE

CIVIL• PLANNING• SURVEYING

SALT LAKE CITY, UTAH
PHONE (385) 229-9663

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STAMP

PROFESSIONAL ENGINEER No. 8018965 (2202) JACOB EUGENE WEBER STATE OF UTAH

PROJECT NO. W-18-15

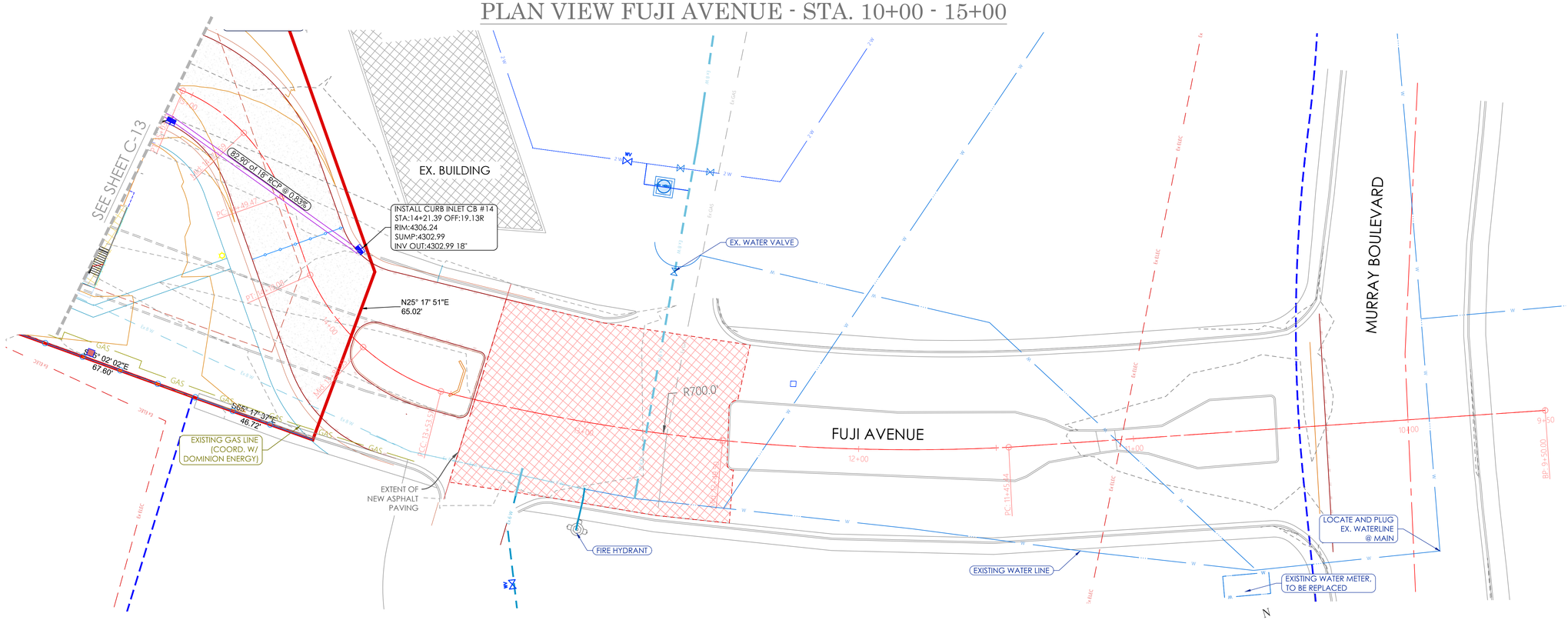
DATE 04/19/23

DRAWN BY: JACOB WEBER, P.E.

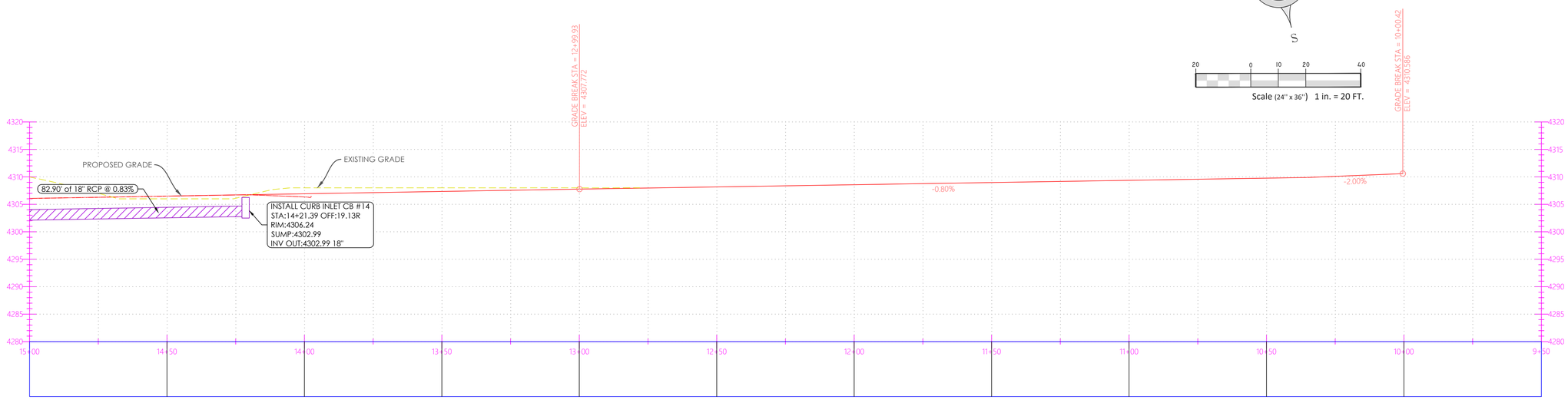
CKHD BY:

SHEET NUMBER C-11

PLAN VIEW FUJI AVENUE - STA. 10+00 - 15+00



PROFILE VIEW FUJI AVENUE - STA. 10+00 - 15+00



Blue Stakes of UTAH 811

DRAWING TITLE

FUJI AVE PP STA 10+00 - 15+00

CLEINT

APPLEGATE LLC
SALT LAKE CITY, UT

COMPLETION STATUS

PRELIMINARY PLANS

PROJECT

FUJI Townhomes
MURRAY, UT

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WEBER ENGINEERING COLLECTIVE

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STAMP

PROFESSIONAL ENGINEER
No. 8018865
2209
JACOB EUGENE WEBER
04/20/2023
STATE OF UTAH

PROJECT NO. W-18-15

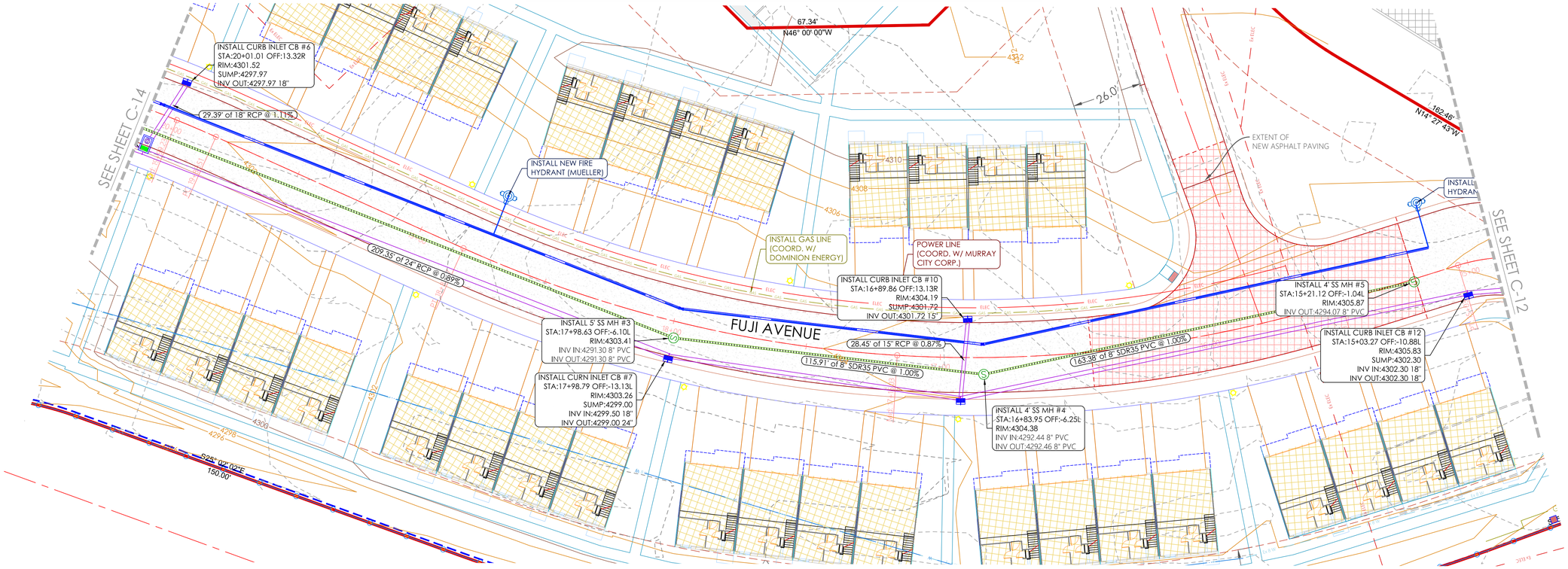
DATE 04/19/23

DRAWN BY: JACOB WEBER, P.E.

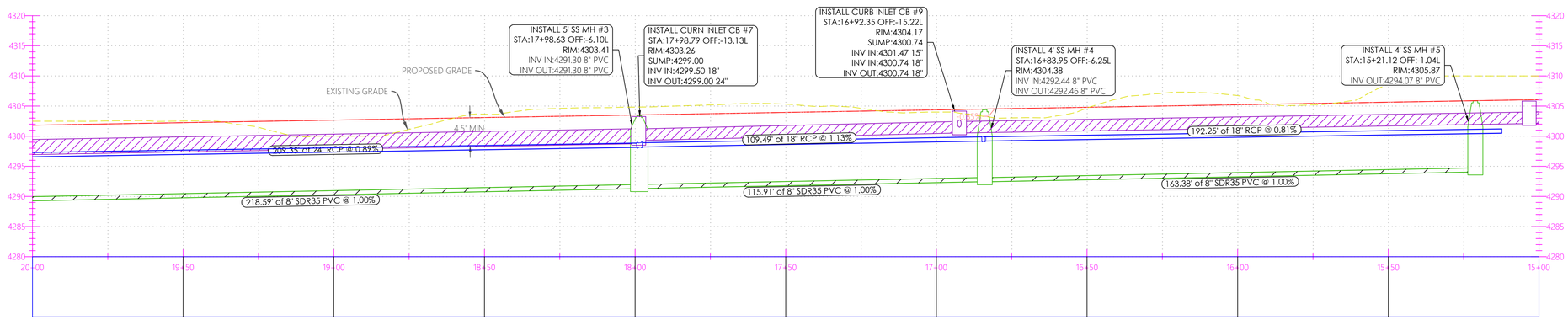
CKHD BY:

SHEET NUMBER C-12

PLAN VIEW FUJI AVENUE - STA. 15+00 - 20+00



PROFILE VIEW FUJI AVENUE - STA. 15+00 - 20+00



N

S

20 0 10 20 40

Scale (24" x 36") 1 in. = 20 FT.

Blue Stakes of UTAH 811 — Blue Stakes.org

DRAWING TITLE

FUJI AVE PP STA 15+00-20+00

CLEINT

APPLEGATE LLC
SALT LAKE CITY, UT

COMPLETION STATUS

PRELIMINARY PLANS

PROJECT

FUJI Townhomes
MURRAY, UT

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STAMP

PROFESSIONAL ENGINEER No. 8019985 2209 JACOB EUGENE WEBER 04/20/2023 STATE OF UTAH

PROJECT NO. W-18-15

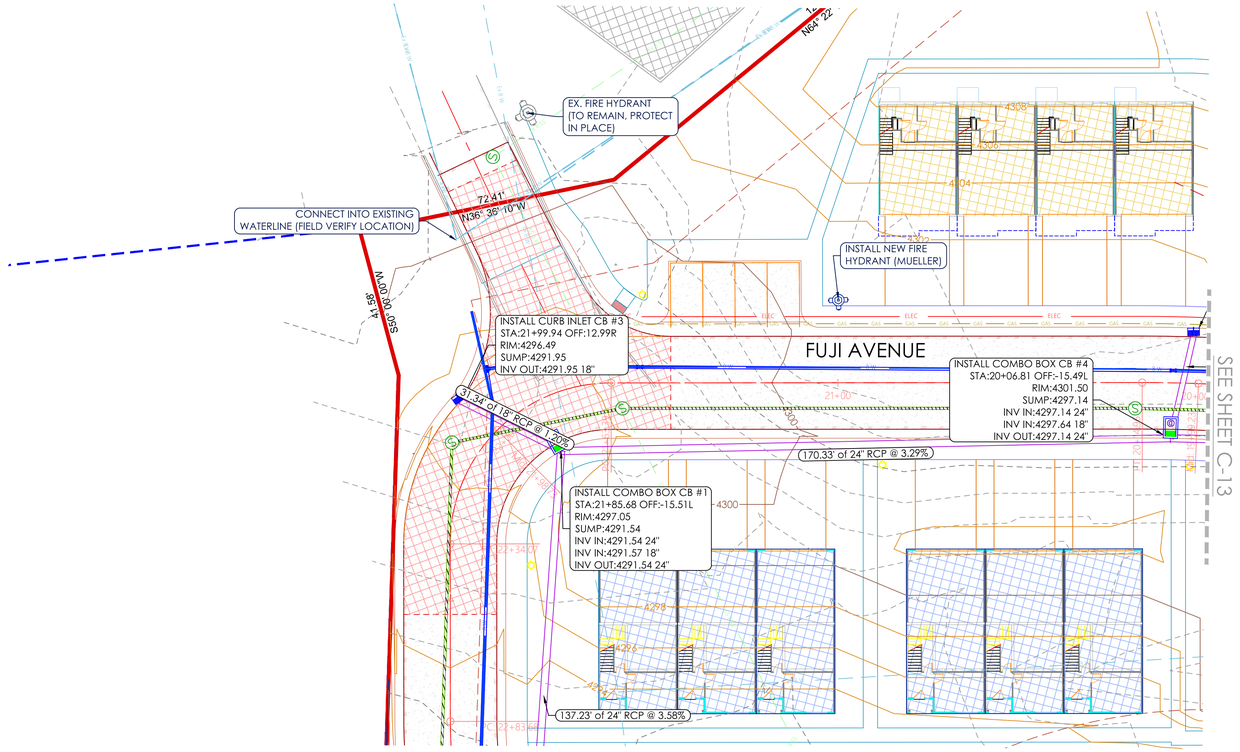
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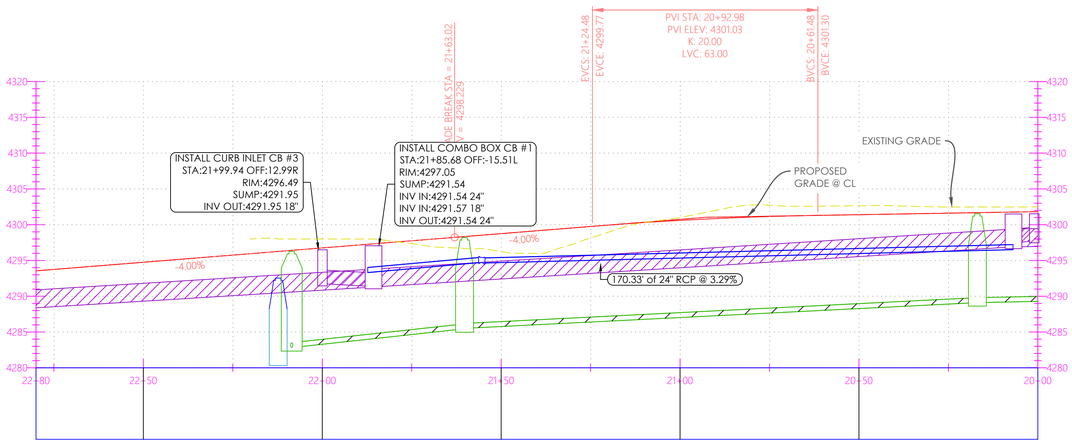
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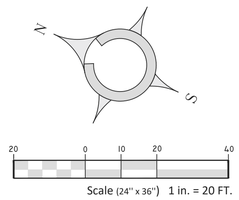
SHEET NUMBER C-13

PLAN VIEW FUJI AVENUE - STA. 20+00 - END



PROFILE VIEW FUJI AVENUE - STA. 20+00 - 22+80





DRAWING TITLE

FUJI AVE PP STA 20+00-22+80

CLEINT

APPLEGATE LLC
SALT LAKE CITY, UT

COMPLETION STATUS

PRELIMINARY PLANS

PROJECT

FUJI Townhomes
MURRAY, UT

GENERAL

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REV #	DESCRIPTION	DATE

WEBER ENGINEERING COLLECTIVE

CIVIL• PLANNING• SURVEYING

SALT LAKE CITY, UTAH
PHONE (385) 229-9663

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STAMP



PROJECT NO. W-18-15

DATE 04/19/23

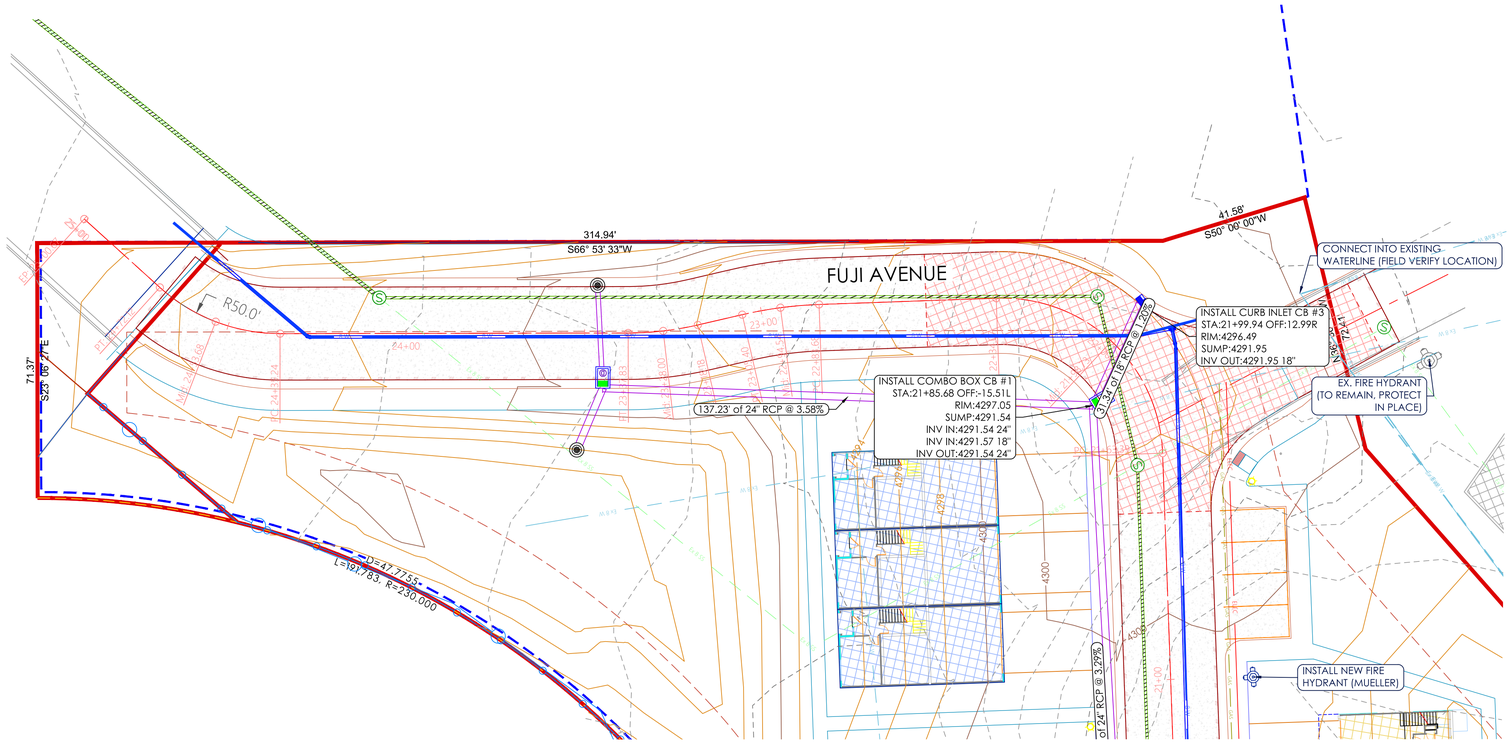
DRAWN BY: JACOB WEBER, P.E.

CKD BY:

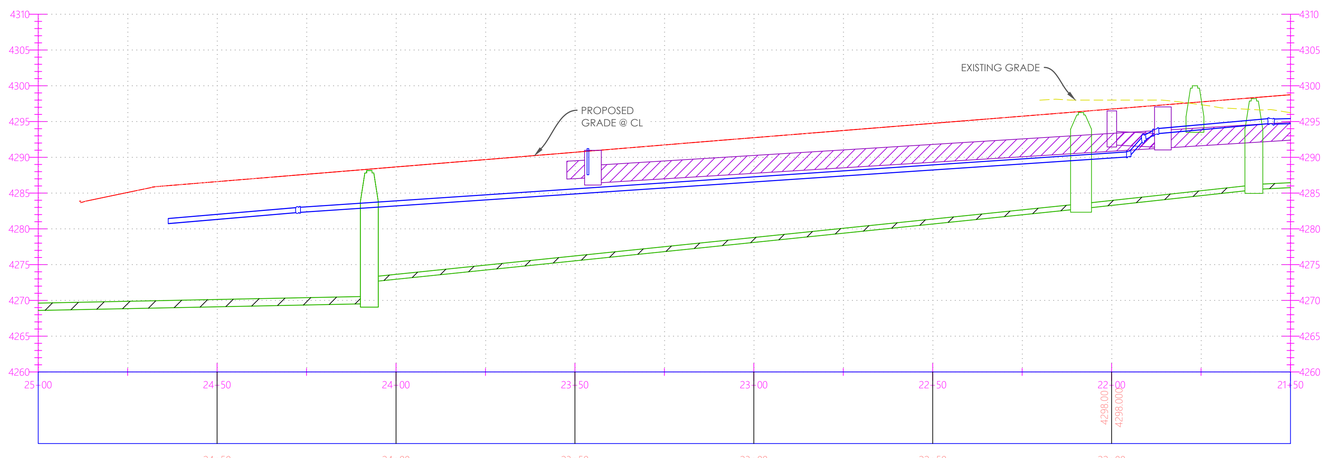
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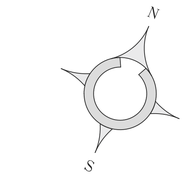
Blue Stakes of UTAH 811

PLAN VIEW FUJI AVENUE - STA. 21+50 - END



PROFILE VIEW FUJI AVENUE - STA. 21+50 - END





20 0 10 20 40

Scale (24" x 36") 1 in. = 20 FT.

DRAWING TITLE

FUJI ACCESS DRIVE PP

CLEINT

APPLEGATE LLC
SALT LAKE CITY, UT

COMPLETION STATUS

PRELIMINARY PLANS

PROJECT

FUJI Townhomes
MURRAY, UT

GENERAL

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STAMP

PROFESSIONAL ENGINEER No. 8019865 2202 JACOB EUGENE WEBER 04/20/23 STATE OF UTAH

PROJECT NO. W-18-15

DATE 04/19/23

DRAWN BY: JACOB WEBER, P.E.

CKD BY:

SHEET NUMBER C-15

Blue Stakes of UTAH 811 bluestakes.org

GRAVENSTEIN PARK

INSTALL INLET PROTECTION ON STORM DRAIN CATCH BASINS (DURING PHASE 2 CONSTRUCTION)

41.58'
S90° 00' 00"W

N39° 38' 10"W
72.31'

EX. FIRE HYDRANT (TO REMAIN, PROTECT IN PLACE)

SOLID PERIMETER FENCING MUST BE INSTALLED. FILTER FABRIC MUST EXTEND TO GROUND TO PREVENT RUNOFF

314.94'
S66° 53' 33"W

INSTALL SILT FENCING (TO REMAIN THE DURATION OF CONSTRUCTION)

122.12'
N64° 22' 12"W

112.82'
N90° 00' 00"W

120.40'
S60° 44' 38"W

N6° 59' 49"E
210.62'

INSTALL SILT FENCING (TO REMAIN THE DURATION OF CONSTRUCTION)

GLENDON ST.

S63° 08' 27"E
71.37'

D=47.7755
L=191.783, R=230.000

PHASE 2

INSTALL INLET PROTECTION ON STORM DRAIN CATCH BASINS (DURING PHASE 2 CONSTRUCTION)

FUJI AVENUE

N90° 00' 00"E
111.09'

N0° 00' 00"E
94.59'

D=40.4426
L=217.61, R=130.000

S26° 02' 02"E
150.00'

N46° 00' 00"W
67.34'

ROME BEAUTY PARK

N59° 00' 00"W
44.70'

71.53'
N90° 00' 00"W

SOLID PERIMETER FENCING MUST BE INSTALLED. FILTER FABRIC MUST EXTEND TO GROUND TO PREVENT RUNOFF

D=11.4427
L=111.839, R=560.000

INSTALL INLET PROTECTION ON STORM DRAIN CATCH BASINS (DURING PHASE 2 CONSTRUCTION)

D=42.1305
L=96.182, R=130.176

N59° 57' 58"E
0.83'

N14° 27' 43"W
162.46'

PHASE 2

D=28.4111
L=277.686, R=560.000

VEHICLE AND EQUIPMENT WASH DOWN AREA

DUST CONTROL, TO BE APPLIED AS NECESSARY TO KEEP DUST TO MINIMUM. DAILY DUST CONTROL DURING DRY WEATHER

PHASE 2 SOILS STORAGE AREA, NOT TO EXCEED 20' IN HEIGHT (REMOVE BEFORE CONSTRUCTION OF LAST THE LAST BUILDING)

S65° 02' 02"E
67.80'

S65° 17' 37"E
46.72'

N25° 17' 51"E
65.02'

MURRAY BOULEVARD

Blue Stakes of UTAH 811
Always Free

DRAWING TITLE

PH2 EC PLAN

CLEINT

APPLEGATE LLC
SALT LAKE CITY, UT

COMPLETION STATUS
PRELIMINARY PLANS

PROJECT

FUJI Townhomes
MURRAY, UT

GENERAL

LEGEND

- SILT CONSTRUCTION FENCE
- TEMPORARY DETENTION SWALE
- STABILIZED CONSTRUCTION ENTRANCE
- STORAGE AREAS
- PORTA POTTY LOCATIONS
- EQUIPMENT & VEHICLE WASH DOWN
- DUMPSTER LOCATION
- INLET PROTECTION

N

S

40 0 20 40 80

Scale (24" x 36") 1 in. = 40 FT.

REVISIONS:

REV #	DESCRIPTION	DATE

WEBER ENGINEERING COLLECTIVE

CIVIL• PLANNING• SURVEYING

SALT LAKE CITY, UTAH
PHONE (385) 229-9663

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STAMP

PROFESSIONAL ENGINEER
No. 8018985
2009
JACOB EUGENE
WEBER
STATE OF UTAH

PROJECT NO. W-18-15

DATE 04/19/23

DRAWN BY: JACOB WEBER, P.E.

CKD BY:

SHEET NUMBER EC-02

GRAVENSTEIN PARK

GLENDON ST.

ROME BEAUTY PARK

MURRAY BOULEVARD

FUJI AVENUE

APPLEGATE DRIVE (EX. TO REMAIN IN USE DURING FUJI AVENUE CONSTRUCTION)

PHASE 1

PHASE 1

SOLID PERIMETER FENCING MUST BE INSTALLED. FILTER FABRIC MUST EXTEND TO GROUND TO PREVENT RUNOFF

MAINTAIN AN ACCESS ROUTE DURING CONSTRUCTION OF PHASE 1

INSTALL INLET PROTECTION ON NEW STORM DRAIN CATCH BASINS DURING PHASE 1 CONSTRUCTION

EX. FIRE HYDRANT (TO REMAIN, PROTECT IN PLACE)

INSTALL SILT FENCING (PERIMETER OF NEW CONSTRUCTION)

INSTALL SILT FENCING (PERIMETER OF NEW CONSTRUCTION)

STABILIZED CONSTRUCTION ENTRANCE FOR PHASE 1 CONSTRUCTION

SOLID PERIMETER FENCING MUST BE INSTALLED. FILTER FABRIC MUST EXTEND TO GROUND TO PREVENT RUNOFF

INSTALL INLET PROTECTION ON EX. STORM DRAIN CATCH BASIN (DURING PHASE 1 CONSTRUCTION)

VEHICLE AND EQUIPMENT WASH DOWN AREA

DUST CONTROL, TO BE APPLIED AS NECESSARY TO KEEP DUST TO MINIMUM. DAILY DUST CONTROL DURING DRY WEATHER

PHASE 1 SOILS STORAGE AREA (NOT TO EXCEED 20' IN HEIGHT) TO BE USED AFTER APPLEGATE DRIVE IS COMPLETED

INSTALL INLET PROTECTION

STABILIZED CONSTRUCTION ENTRANCE FOR PHASE 1 CONSTRUCTION

41.58'
S30° 00' 00"W

72.81'
N39° 49' 10"E

314.94'
S66° 53' 33"W

122.42'
N64° 22' 12"W

112.82'
N90° 00' 00"W

120.40'
S60° 44' 38"W

N6° 59' 49"E
210.62'

S83° 06' 27"E
71.37'

D=47.7755
L=191.783, R=230.000

D=49.4426
L=171.761, R=130.000

S39° 04' 09"E
190.00'

D=11.4407
L=111.835, R=560.000

N59° 57' 58"E
0.83'

D=28.4111
L=277.686, R=560.000

N90° 00' 00"E
111.09'

N0° 00' 00"E
94.59'

67.34'
N46° 00' 00"W

71.53'
N90° 00' 00"W

N59° 00' 00"W
44.70'

D=42.1305
L=96.162, R=130.776

N14° 27' 43"W
162.46'

S0° 02' 02"E
57.60'

S65° 17' 37"E
46.72'

N25° 17' 51"E
65.02'

N

S

40 0 20 40 80

Scale (24" x 36") 1 in. = 40 FT.

LEGEND

- SILT CONSTRUCTION FENCE
- TEMPORARY DETENTION SWALE
- STABILIZED CONSTRUCTION ENTRANCE
- STORAGE AREAS
- PORTA POTTY LOCATIONS
- EQUIPMENT & VEHICLE WASH DOWN
- DUMPSTER LOCATION
- INLET PROTECTION

DRAWING TITLE

PH1 EC PLAN

CLEINT

APPLEGATE LLC
SALT LAKE CITY, UT

COMPLETION STATUS
PRELIMINARY PLANS

PROJECT

FUJI Townhomes
MURRAY, UT

GENERAL

REVISIONS:

REV #	DESCRIPTION	DATE

WEBER ENGINEERING COLLECTIVE

CIVIL• PLANNING• SURVEYING

SALT LAKE CITY, UTAH
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STAMP

PROFESSIONAL ENGINEER No. 8018985 (2002) JACOB EUGENE WEBER 4/19/23 STATE OF UTAH

PROJECT NO. W-18-15

DATE 04/19/23

DRAWN BY: JACOB WEBER, P.E.

CKD BY:

SHEET NUMBER EC-01

Blue Stakes of UTAH 811 811 or 1-800-662-4111

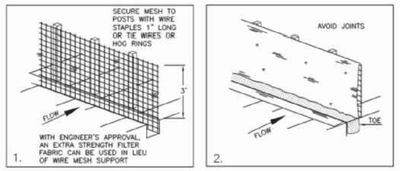
Silt fence

1. GENERAL
A. Description. A temporary sediment barrier consisting of a filter fabric stretched across and attached to supporting posts and entrenched.
B. Application. To intercept sediment from disturbed areas of limited extent.
C. Perimeter Control: Place barrier at down gradient limits of disturbance.
D. Sediment Barrier: Place barrier at toe of slope or soil stockpile.
E. Protection of Existing Waterways: Place barrier at top of stream bank.
F. Inlet Protection.

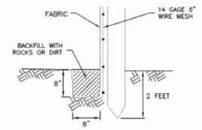
2. PRODUCTS
A. Fabric. Synthetic filter fabric shall be a pervious sheet of propylene, nylon, polyester, or polyethylene yarn. Synthetic filter fabric shall contain ultraviolet ray inhibitors and stabilizers to provide a minimum of 6 months of expected usable construction life at a temperature range of 0 deg F to 120 deg F.
B. Burlap. 10 ounces per square yard of fabric.
C. Posts. Either 2" x 4" diameter wood, or 1.33 pounds per linear foot steel with a minimum length of 5 feet, or steel posts with projections for fastening wire to them.

3. EXECUTION
A. Cut the fabric on site to desired width, unroll, and drape over the barrier. Secure the fabric toe with rocks or dirt and secure the fabric to the mesh with twin, staples or similar devices.
B. When attaching two silt fences together, place the end post of the second fence inside the end post of the first fence. Rotate both posts at least 180 degrees on a clockwise direction to create a tight seal with the filter fabric. Drive both posts into the ground and bury the flap.
C. When used to control sediments from a steep slope, place silt fences away from the toe of the slope for increased holding capacity.
D. Maintenance.
Inspect immediately after each rainfall and at least daily during prolonged rainfall.
Should the fabric on a silt fence or filter barrier decompose or become ineffective before the end of the expected usable life and the barrier still be necessary, replace the fabric promptly.
Remove sediment deposits after each storm event. They must be removed when deposits reach approximately one-half the height of the barrier.
Re-anchor fence as necessary to prevent shortcutting.
Inspect for runoff bypassing ends of barriers or undercutting barriers.

NARRATIVE: THIS PLAN MAY BE USED FOR THE CONSTRUCTION OF A STORM WATER BEST MANAGEMENT PRACTICE (BMP). IT IS NOT INCLUSIVE OF ALL PRACTICES AVAILABLE AND IS ONLY SPECIFIC TO THE CONSTRUCTION OF THIS TYPE. MAINTENANCE OF THIS TYPE OF INSTALLATION IS IMPORTANT AND SHOULD BE CONTINUOUSLY MONITORED BY THE CONTRACTOR AND ENGINEER. DETAILS SHOWN HERE HIGHLIGHT IMPORTANT PARTS OF CONSTRUCTION, AND SHOULD BE MODIFIED AS NEEDED.



INSTALLATION SEQUENCE



TOE DETAIL

Silt fence

February 2006 7

Plan **122**

122 SW-02 SILT FENCE

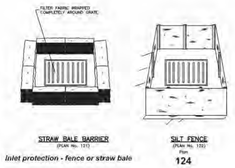
Inlet protection – fence or straw bale

1. GENERAL
A. Description. A temporary sediment barrier around storm drain inlet.
B. Application. At inlets in paved or unpaved areas where up gradient area is to be disturbed by construction activities.

2. PRODUCT (Not used)

3. EXECUTION
A. Installation and application criteria.
Provide up gradient sediment controls, such as silt fence during construction of inlet.
When construction of inlet is complete erect straw bale barrier, silt fence or other approved sediment barrier surrounding perimeter of inlet.
Install filter fabric completely around grate.
B. Maintenance.
Inspect inlet protection after every large storm event and at a minimum of once monthly.
Remove sediment accumulated when it reaches 4-inches in depth.
Repair or re-align barrier or fence as needed.
Look for bypassing or undercutting and re-compact soil around barrier or fence as required.

NARRATIVE: THIS PLAN MAY BE USED FOR THE CONSTRUCTION OF A STORM WATER BEST MANAGEMENT PRACTICE (BMP). IT IS NOT INCLUSIVE OF ALL PRACTICES AVAILABLE AND IS ONLY SPECIFIC TO THE CONSTRUCTION OF THIS TYPE. MAINTENANCE OF THIS TYPE OF INSTALLATION IS IMPORTANT AND SHOULD BE CONTINUOUSLY MONITORED BY THE CONTRACTOR AND ENGINEER. DETAILS SHOWN HERE HIGHLIGHT IMPORTANT PARTS OF CONSTRUCTION, AND SHOULD BE MODIFIED AS NEEDED.



Inlet protection - fence or straw bale

Plan **124**

124 S SW-02 STRAW BAIL BARRIER

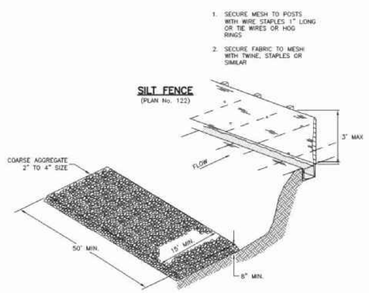
Equipment and vehicle wash down area

1. GENERAL
A. Description. A temporary stabilized pad of gravel for general washing of equipment and construction vehicles.
B. Application.
At any site where regular washing of vehicles and equipment will occur.
May also be used as a filling point for water trucks limiting erosion caused by overflow or spillage of water.

2. PRODUCT (Not used)

3. EXECUTION
A. Clear and grub area and grade to provide maximum slope of 1 percent away from paved roadway.
B. Compact subgrade.
C. Place filter fabric under wash down area if desired (recommended for wash area that remains more than 3 months).
D. Install silt fence down gradient (see Plan 122)
E. Maintenance.
Requires periodic top dressing with additional stones.
Solely used to control sediment in wash water. Cannot be utilized for washing equipment or vehicles that may cause contamination of runoff (such as fertilizer equipment or concrete equipment).
Keep the wash area in a condition which will prevent tracking or flow of mud onto public rights-of-way.
Periodically dress the top with 2-inch stone may be required, as conditions demand, and repair any structures used to trap sediments.
Inspect daily for loss of gravel or sediment buildup.
Inspect adjacent area for sediment deposit and install additional controls as necessary.
Expand stabilized area as required to accommodate activities.
Maintain silt fence as outlined in Plan 122.

NARRATIVE: THIS PLAN MAY BE USED FOR THE CONSTRUCTION OF A STORM WATER BEST MANAGEMENT PRACTICE (BMP). IT IS NOT INCLUSIVE OF ALL PRACTICES AVAILABLE AND IS ONLY SPECIFIC TO THE CONSTRUCTION OF THIS TYPE. MAINTENANCE OF THIS TYPE OF INSTALLATION IS IMPORTANT AND SHOULD BE CONTINUOUSLY MONITORED BY THE CONTRACTOR AND ENGINEER. DETAILS SHOWN HERE HIGHLIGHT IMPORTANT PARTS OF CONSTRUCTION, AND SHOULD BE MODIFIED AS NEEDED.



WASH DOWN AREA

Equipment and vehicle wash down area

February 2006 17

Plan **125**

125 SW-02 EQUIP. WASHDOWN AREA

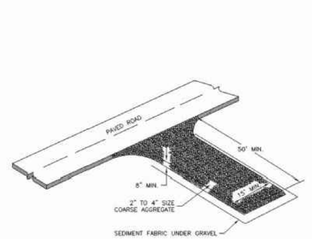
Stabilized roadway entrance

1. GENERAL
A. Description. A temporary stabilized pad of gravel for controlling equipment and construction vehicle access to the site.
B. Application. At any site where vehicles and equipment enter the public right of way.

2. PRODUCT (Not used)

3 EXECUTION
A. Clear and grub area and grade to provide maximum slope of 1 percent away from paved roadway.
B. Compact subgrade.
C. Place filter fabric under stone if desired (recommended for entrance area that remains more than 3 months).
D. Maintenance.
Prevent tracking or flow of mud into the public right-of-way.
Periodic top dressing with 2-inch stone may be required, as conditions demand, and repair any structures used to trap sediments.
Inspect daily for loss of gravel or sediment buildup.
Inspect adjacent area for sediment deposit and install additional controls as necessary.
Expand stabilized area as required to accommodate activities.

NARRATIVE: THIS PLAN MAY BE USED FOR THE CONSTRUCTION OF A STORM WATER BEST MANAGEMENT PRACTICE (BMP). IT IS NOT INCLUSIVE OF ALL PRACTICES AVAILABLE AND IS ONLY SPECIFIC TO THE CONSTRUCTION OF THIS TYPE. MAINTENANCE OF THIS TYPE OF INSTALLATION IS IMPORTANT AND SHOULD BE CONTINUOUSLY MONITORED BY THE CONTRACTOR AND ENGINEER. DETAILS SHOWN HERE HIGHLIGHT IMPORTANT PARTS OF CONSTRUCTION, AND SHOULD BE MODIFIED AS NEEDED.



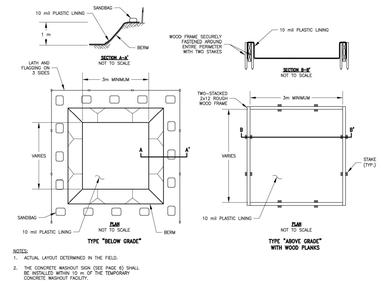
Stabilized roadway entrance

February 2006 19

Plan **126**

126 SW-02 STABILIZED ROADWAY ENTRANCE

- Materials used to construct temporary concrete washout facilities shall be removed from the site of the work and disposed of or recycled.
- Holes, depressions or other ground disturbance caused by the removal of the temporary concrete washout facilities shall be backfilled, repaired, and stabilized to prevent erosion.



NOTES:
1. ACTUAL LAYOUT DETERMINED IN THE FIELD.
2. THE CONCRETE WASHOUT SIGN, (SEE PAGE 6) SHALL BE INSTALLED WITHIN 10 m OF THE TEMPORARY CONCRETE WASHOUT FACILITY.

CW SW-02 CONCRETE WASHOUT AREA

Blue Stakes of UTAH 811 Dial 811 or 811.com

DRAWING TITLE

EC DETAILS

CLEINT

APPLEGATE LLC
SALT LAKE CITY, UT

COMPLETION STATUS
PRELIMINARY PLANS

PROJECT

FUJI Townhomes
MURRAY, UT

GENERAL

122 SW-02 SILT FENCE

124 S SW-02 STRAW BAIL BARRIER

125 SW-02 EQUIP. WASHDOWN AREA

126 SW-02 STABILIZED ROADWAY ENTRANCE

CW SW-02 CONCRETE WASHOUT AREA

REVISIONS:

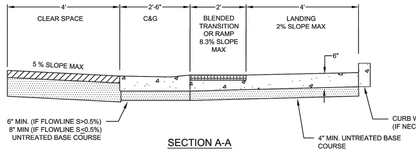
REV #	DESCRIPTION	DATE

WEBER ENGINEERING COLLECTIVE
CIVIL• PLANNING• SURVEYING
SALT LAKE CITY, UTAH
PHONE (385) 229-9663

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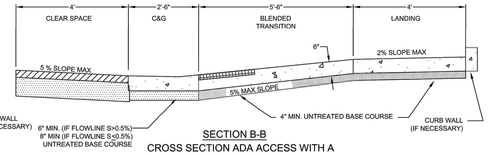
STAMP
PROFESSIONAL ENGINEER No. 6018985 2202 JACOB EUGENE WEBER 04/19/23 STATE OF UTAH

PROJECT NO. W-18-15
DATE 04/19/23
DRAWN BY: JACOB WEBER, P.E.
CKHD BY:
SHEET NUMBER EC-03



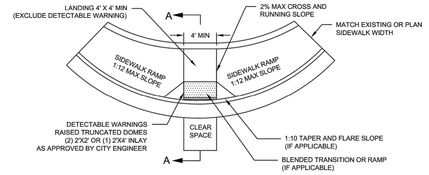
SECTION A-A

CROSS SECTION ADA ACCESS WITHOUT A PARK STRIP

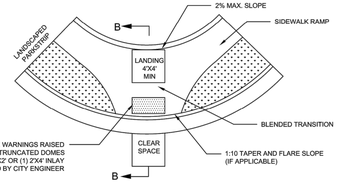


SECTION B-B

CROSS SECTION ADA ACCESS WITH A PARK STRIP



ADA ACCESS RAMP WITHOUT A PARK STRIP



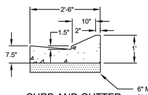
ADA ACCESS RAMP WITH A PARK STRIP

GENERAL NOTES

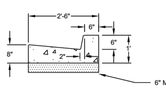
1. ALL CURB, GUTTER, SIDEWALK AND DRIVE APPROACHES SHALL BE DESIGNED AND STAKED BY A LICENSED ENGINEER OR LAND SURVEYOR AND SHALL SUBMIT A PLAN AND PROFILE DRAWING TO THE CITY ENGINEER FOR APPROVAL.
2. THE CITY ENGINEER WILL REQUIRE A LAYOUT INSPECTION.
3. 24 HR. NOTICE WILL BE REQUIRED FOR ALL CONCRETE INSPECTIONS. THE INSPECTOR MAY INSPECT THE FOLLOWING:
   A) DENSITY TESTS D) AIR ENTRAINMENT TESTS
   B) GRADE VERIFICATION E) EXPANSION JOINT PLACEMENT
   C) SLUMP TESTS F) COMPRESSION CYLINDER TESTS
4. CONCRETE:
   A) CONCRETE SHALL BE CLASS 4000 AS PER APWA SECTION 03 30 04
   B) CONCRETE SHALL BE 6.5 BAG MIX
   C) SLUMP SHALL BE LESS THAN 4"
   D) AIR ENTRAINMENT SHALL BE 6% +/- 1%
5. CURB AND GUTTER SHALL BE APWA STANDARD PLAN NO. 205 TYPE A.
6. SIDEWALK SHALL ADHERE TO APWA STANDARD PLAN 231. SIDEWALK SHALL BE 5" THICK FOR ALL SIDEWALK IN RESIDENTIAL AREAS AND 5" IN COMMERCIAL. DRIVE APPROACHES SHALL BE 8" THICK FOR RESIDENTIAL AND 9" FOR COMMERCIAL, OR SPECIFIED BY PROJECT ENGINEER.
7. FLARED DRIVE APPROACH SHALL BE APWA STANDARD PLAN NO. 221.
8. WATERWAY SHALL BE APWA STANDARD PLAN NO. 211.
9. REINFORCEMENT STEEL SHALL MEET REQUIREMENTS OF APWA SECTION 03 20 00.
10. SIDEWALK RAMP DETECTABLE WARNINGS SHALL BE RED RAISED TRUNCATED DOMES.
11. TRUNCATED DOMES SHALL BE 2'X4' INLAYS AND SHALL BE APPROVED BY THE CITY ENGINEER PRIOR TO INSTALLATION
12. CONCRETE PLACED IN COLD WEATHER CONDITIONS WILL BE PLACED IN ACCORDANCE WITH ACI 306R REQUIREMENTS.
13. SEE APWA STANDARD PLANS 235 TO 238 FOR ADDITIONAL INSTALLATION DETAILS.
14. WRITTEN REQUEST FOR CUTTER INSTALLATION MUST BE APPROVED IN WRITING BY THE CITY ENGINEER PRIOR TO INSTALLATION.

MAXIMUM SLOPES

	RUNNING SLOPE	CROSS SLOPE
LANDING	1:48 (2%)	1:48 (2%)
RAMP	1:12 (8.33%)	1:48 (2%)
CLEAR SPACE	1:20 (5%)	1:48 (2%)
BLENDED TRANSITION	1:20 (5%)	1:48 (2%)



CURB AND GUTTER TYPE D



CURB AND GUTTER TYPE A

DATE	REVISIONS	MADE BY
4/13	GENERAL REVISIONS	MSP
4/15	GENERAL REVISIONS	CTZ

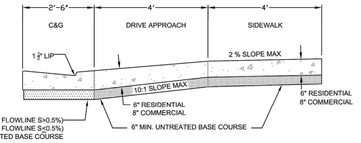
MURRAY CITY CORPORATION
ENGINEERING DEPARTMENT
4646 SOUTH 500 WEST
MURRAY, UT 84123
801 270-2400

MURRAY CITY

ADA ACCESS SIDEWALK RAMP

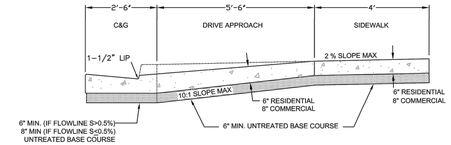
DETAILS C - 1

C-1 D-01 ADA ACCESS SIDEWALK RAMP



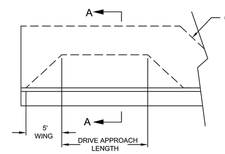
SECTION A-A

6' SIDEWALK TRANSITION AT DRIVEWAY



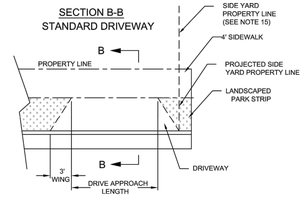
SECTION B-B

STANDARD DRIVEWAY



DRIVE APPROACH LENGTHS

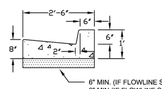
RESIDENTIAL	12' MIN. - 30' MAX.
COMMERCIAL	25' MIN. - 50' MAX.



GENERAL NOTES

1. ALL CURB, GUTTER, SIDEWALK AND DRIVE APPROACHES SHALL BE DESIGNED AND STAKED BY A LICENSED ENGINEER OR LAND SURVEYOR AND SHALL SUBMIT A PLAN AND PROFILE DRAWING TO THE CITY ENGINEER FOR APPROVAL.
2. THE CITY ENGINEER WILL REQUIRE A LAYOUT INSPECTION.
3. 24 HR. NOTICE WILL BE REQUIRED FOR ALL CONCRETE INSPECTIONS. THE INSPECTOR MAY INSPECT THE FOLLOWING:
   A) DENSITY TESTS D) AIR ENTRAINMENT TESTS
   B) GRADE VERIFICATION E) EXPANSION JOINT PLACEMENT
   C) SLUMP TESTS F) COMPRESSION CYLINDER TESTS
4. CONCRETE:
   A) CONCRETE SHALL BE CLASS 4000 AS PER APWA SECTION 03 30 04
   B) CONCRETE SHALL BE 6.5 BAG MIX
   C) SLUMP SHALL BE LESS THAN 4"
   D) AIR ENTRAINMENT SHALL BE 6% +/- 1%
5. CURB AND GUTTER SHALL BE APWA STANDARD PLAN NO. 205 TYPE A.
9. SIDEWALK SHALL ADHERE TO APWA STANDARD PLAN 231. SIDEWALK SHALL BE 5" THICK FOR ALL SIDEWALK IN RESIDENTIAL AREAS AND 5" IN COMMERCIAL. DRIVE APPROACHES SHALL BE 8" THICK FOR RESIDENTIAL AND 9" FOR COMMERCIAL, OR SPECIFIED BY PROJECT ENGINEER.
10. FLARED DRIVE APPROACH SHALL BE APWA STANDARD PLAN NO. 221.
11. WATERWAY SHALL BE APWA STANDARD PLAN NO. 211.
12. REINFORCEMENT STEEL SHALL MEET REQUIREMENTS OF APWA SECTION 03 20 00.
13. SIDEWALK RAMP DETECTABLE WARNINGS SHALL BE RED RAISED TRUNCATED DOMES.
14. SHALL BE APPROVED BY THE CITY ENGINEER PRIOR TO INSTALLATION. DETECTABLE WARNINGS SHALL BE 2'X4' INLAYS AND
15. DRIVE APPROACH SHALL NOT EXTEND BEYOND THE PROJECTED SIDE YARD PROPERTY LINE.

CURB AND GUTTER TYPE A



DATE	REVISIONS	MADE BY
5/30/01	GENERAL REVISIONS	JTS
4/5/04	RAMP UPDATES	JTS
10/09/04	GENERAL REVISIONS	JKS
4/13	GENERAL REVISIONS	MSP
4/15	GENERAL REVISIONS	CTZ

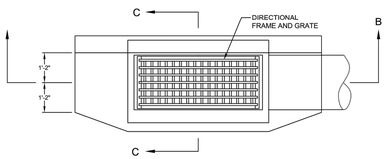
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MURRAY, UT 84123
801 270-2400

MURRAY CITY

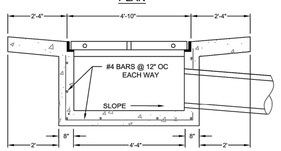
SIDEWALK DRIVE APPROACH SIDEWALK RAMP

DETAILS C - 2

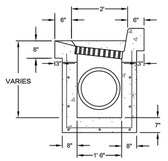
C-2 D-01 SIDEWALK DRIVE APP. S.W. RAMP



PLAN

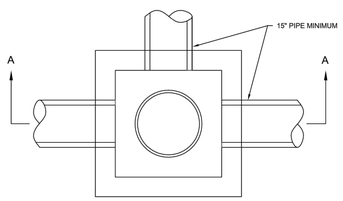


SECTION B - B

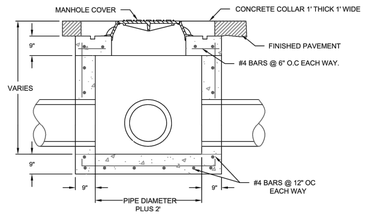


SECTION C - C

CATCH BASIN



PLAN



SECTION A-A

CLEANOUT BOX

GENERAL NOTES

1. CONCRETE SHALL BE CLASS 4000 AS PER APWA SECTION 03 30 04.
2. REINFORCEMENT SHALL SHALL BE ASTM A 615, GRADE 60, DEFORMED BARS AS PER APWA SECTION 03 20 00.
3. BACKFILL WITH GRADE 1 UNTREATED BASE COURSE AS PER APWA 32 11 23.1.
4. MANHOLE COVER SHALL BE APWA STANDARD PLAN NO. 401.
5. GRADE RINGS SHALL BE APWA STANDARD PLAN NO. 397.
6. CONCRETE COLLAR SHALL BE APWA STANDARD PLAN NO. 382
7. DIRECTIONAL GRATE AND FRAME SHALL BE APWA STANDARD PLAN NO. 309 OR 310.
8. EXTEND BOX 9" BELOW PIPE INVERT FOR SEDIMENT CONTROL.

DATE	REVISIONS	MADE BY
5/30/01	GENERAL REVISIONS	JTS
4/5/04	RAMP UPDATES	JTS
10/09/04	GENERAL REVISIONS	JKS
4/13	GENERAL REVISIONS	MSP

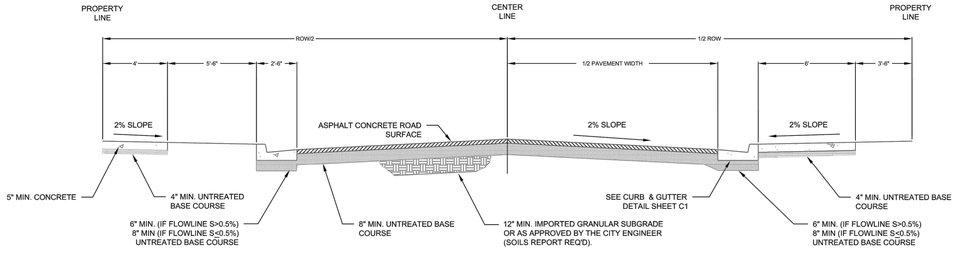
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801 270-2400

MURRAY CITY

CATCH BASIN AND CLEANOUT

DETAILS C - 3

C-3 D-01 CATCH BASIN AND CLEANOUT



ROADWAY SECTION ROW*

*SIDEWALK, PARK STRIP AND ROAD WIDTHS VARY IN THE MU, TOD AND MCCD ZONES

ROADWAY SECTION				
CLASSIFICATION	ROW (FT)	PAVEMENT WIDTH (FT)	LANES	PAVEMENT THICKNESS (IN)
ALLEY	25 TO 30	22 TO 25	2	3
RESIDENTIAL	49 TO 50	25 TO 26	2	3
MINOR COLLECTOR	60	35 TO 36	2	4
MAJOR COLLECTOR	66 TO 80	40 TO 60	2 TO 5	5 TO 6
MINOR ARTERIAL	66 TO 80	40 TO 60	3 TO 5	6 TO 7

DATE	REVISIONS	MADE BY
4/15	GENERAL REVISIONS	MSP
4/15	GENERAL REVISIONS	CTZ

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ROADWAY DETAIL

DETAILS C - 5

C-5 D-01 ROADWAY DETAILS

DRAWING TITLE

DETAILS

CLEINT

APPLEGATE LLC
SALT LAKE CITY, UT

COMPLETION STATUS
PRELIMINARY PLANS

PROJECT

FUJI Townhomes
MURRAY, UT

GENERAL

DETAIL CALLOUTS

C-1 D-01 ADA ACCESS SIDEWALK RAMP

C-2 D-01 SIDEWALK DRIVE APP. S.W. RAMP

C-3 D-01 CATCH BASIN AND CLEANOUT

C-5 D-01 ROADWAY DETAILS

REVISIONS:

REV #	DESCRIPTION	DATE

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STAMP

PROFESSIONAL ENGINEER No. 9010985 2202 JACOB EUGENE WEBER STATE OF UTAH

PROJECT NO. W-18-15

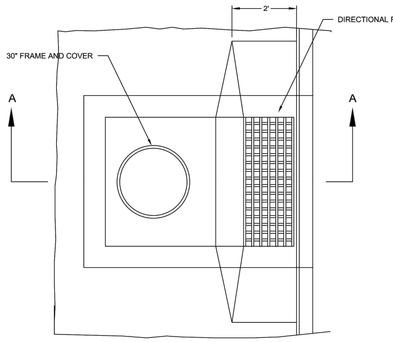
DATE 04/19/23

DRAWN BY: JACOB WEBER, P.E.

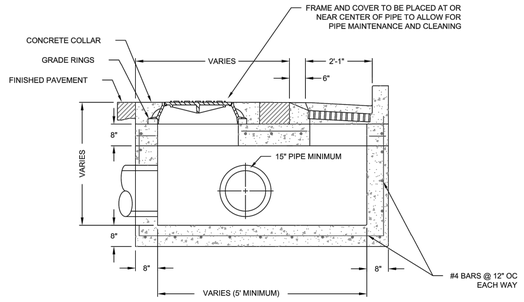
CKHD BY:

SHEET NUMBER D-01

Blue Stakes of UTAH 811 BlueStakes.UT



PLAN



SECTION A - A

COMBINATION INLET/CLEANOUT BOX

GENERAL NOTES

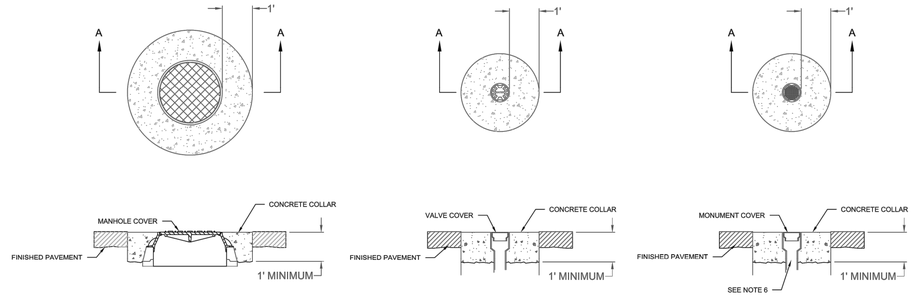
1. CONCRETE SHALL BE CLASS 4000 AS PER APWA SECTION 03 30 04.
2. REINFORCEMENT SHALL SHALL BE ASTM A 615, GRADE 60, DEFORMED BARS AS PER APWA SECTION 03 20 00.
3. BACKFILL WITH GRADE 1 UNTREATED BASE COURSE AS PER APWA 32 11 23 2.1.
4. MANHOLE COVER SHALL BE APWA STANDARD PLAN NO. 302.
5. GRADE RINGS SHALL BE APWA STANDARD PLAN NO. 381
6. CONCRETE COLLAR SHALL BE APWA STANDARD PLAN NO. 382
7. DIRECTIONAL GRATE AND FRAME SHALL BE APWA STANDARD PLAN NO. 309 OR 310.
8. EXTEND BOX 6" BELOW PIPE INVERT FOR SEDIMENT CONTROL.

DATE	REVISIONS	MADE BY
5/24/01	GENETAL REVISIONS	JTS
4/05/04	TITLE BLOCK REVISIONS	JTS
8/30/10	GENERAL REVISIONS	MSP

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MURRAY, UT 84123
801 270-2400

MURRAY CITY
COMBINATION INLET/CLEANOUT BOX
C-4

C-4 D-02 COMBINATION IN. CLEANOUT BOX



SECTION A-A

MANHOLE COLLAR

SECTION A-A

WATER VALVE COLLAR

SECTIONA-A

SURVEY MONUMENT COLLAR

GENERAL NOTES

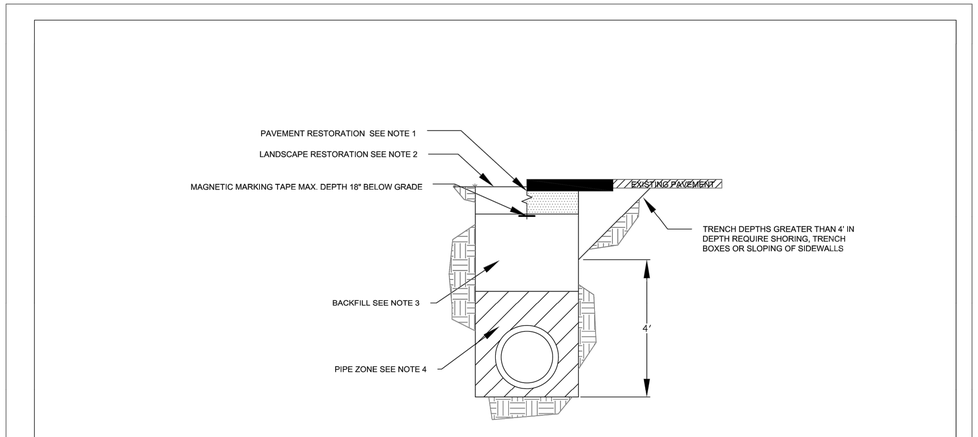
1. CONCRETE SHALL BE CLASS 4000 AS PER APWA SECTION 03 30 04. U-CART OR HAND MIXED CONCRETE WILL NOT BE ACCEPTED.
2. REINFORCEMENT SHALL SHALL BE ASTM A 615, GRADE 60, DEFORMED BARS AS PER APWA SECTION 03 20 00.
3. BACKFILL WITH GRADE 1 UNTREATED BASE COURSE AS PER APWA 32 11 23 2.1.
4. GRADE RINGS SHALL BE APWA STANDARD PLAN NO. 361
5. CONCRETE COLLAR SHALL BE APWA STANDARD PLAN NO. 362
6. SEE APWA STANDARD PLANS 273 AND 274 FOR MOUNMENT INSTALLATION DETAILS.
7. SALT LAKE COUNTY SURVEYOR MUST BE CONTACTED (385-468-8240) PRIOR TO MONUMENT INSTALLATION, REMOVAL OR RECONSTRUCTION.

DATE	REVISIONS	MADE BY
3/10/15	GENERAL REVISIONS	MSP
4/06/15	GENERAL REVISIONS	CTZ

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MURRAY CITY
MANHOLE AND VALVE COLLAR DETAIL
DETAILS C-6

C-6 D-02 MANHOLE AND VALVE COLLAR



TRENCH BACKFILL

NOTES

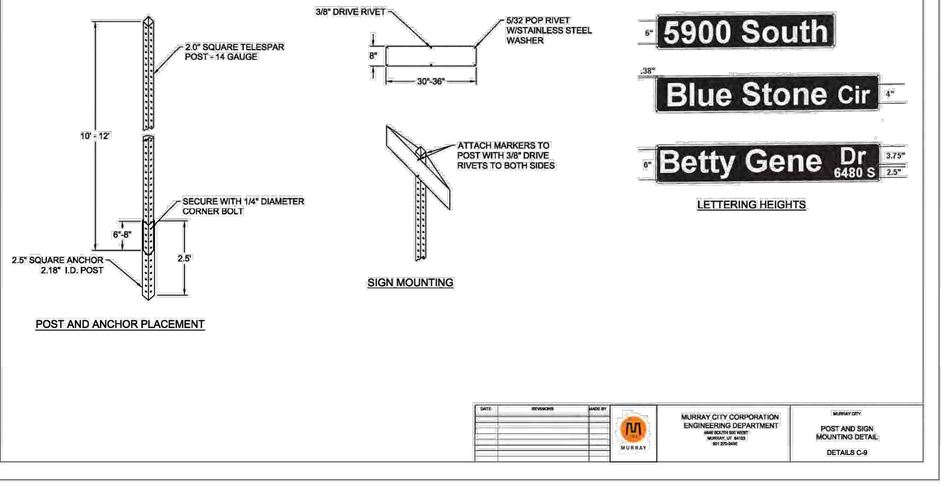
1. DO NOT INSTALL ASPHALT OR CONCRETE SURFACING UNTIL TRENCH COMPACTION IS ACCEPTED BY ENGINEER. SEE PLAN 255 OR 256 OF 2017 APWA STANDARD PLANS.
2. PROVIDE 4" OF COMPACTED TOPSOIL AND MATCH TO EXISTING GRADE. PLACE VEGETATION TO MATCH PRE-EXISTING CONDITIONS.
3. GRANULAR BACKFILL BORROW MATERIAL TO BE A-1 CLASSIFICATION WITH A MAXIMUM PARTICLE SIZE OF 2 ". UNCOMPACTED LIFT THICKNESS TO BE A MAXIMUM OF 8" AND PLACED ACCORDING TO 2007 APWA SECTION 31 05 15. FLOWABLE FILL TO BE LOW STRENGTH (60 PSI) PER APWA SECTION 31 05 15.
4. PIPE ZONE MATERIAL TO BE PLACE ACCORDING TO 2017 APWA STANDARD PLAN 382.

DATE	REVISIONS	MADE BY
2/13	GENERAL REVISIONS	MSP
2/19	GENERAL REVISIONS	CTZ

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801 270-2400

MURRAY CITY
TRENCH BACKFILL
DETAIL C - 7

C-7 D-02 TRENCH BACKFILL



POST AND ANCHOR PLACEMENT

SIGN MOUNTING

DATE	REVISIONS	MADE BY

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MURRAY, UT 84123
801 270-2400

MURRAY CITY
POST AND SIGN MOUNTING DETAIL
DETAILS C-9

C-5 D-02 POST AND SIGN MOUNTING DETAIL

Engineering Specifications & Requirements 13 Murray City Engineering

Blue Stakes of UTAH 811 — BlueStakes.vpn

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DETAILS

CLEINT

APPLEGATE LLC
SALT LAKE CITY, UT

COMPLETION STATUS
PRELIMINARY PLANS

PROJECT

FUJI Townhomes
MURRAY, UT

GENERAL

DETAIL CALLOUTS

C-4 D-02 COMBINATION IN. CLEANOUT BOX
C-6 D-02 MANHOLE AND VALVE COLLAR
C-7 D-02 TRENCH BACKFILL
C-5 D-02 POST AND SIGN MOUNTING DETAIL

REVISIONS:

REV #	DESCRIPTION	DATE

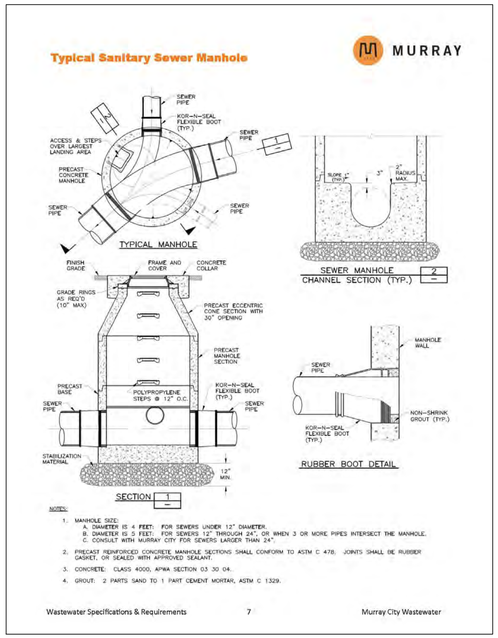
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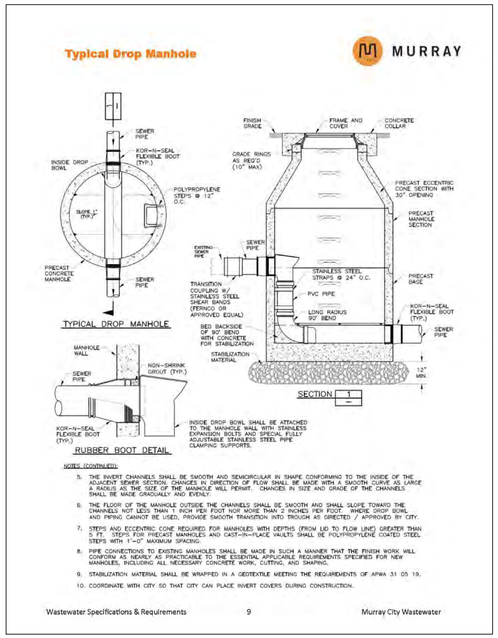
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PROFESSIONAL ENGINEER No. 9018985 2202 JACOB EUGENE WEBER STATE OF UTAH

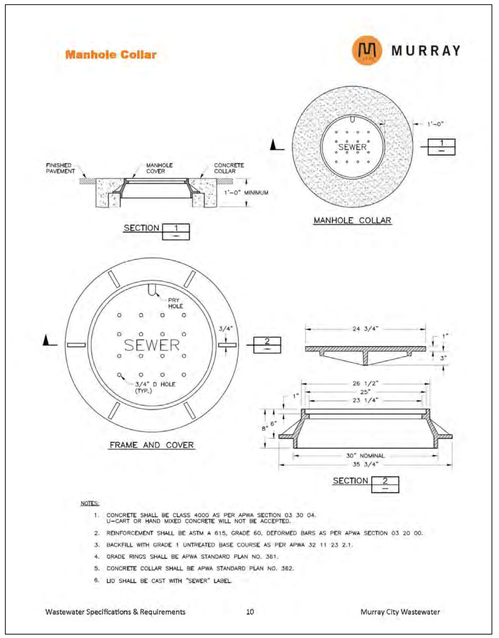
PROJECT NO. W-18-15
DATE 04/19/23
DRAWN BY: JACOB WEBER, P.E.
CKHD BY:
SHEET NUMBER D-02



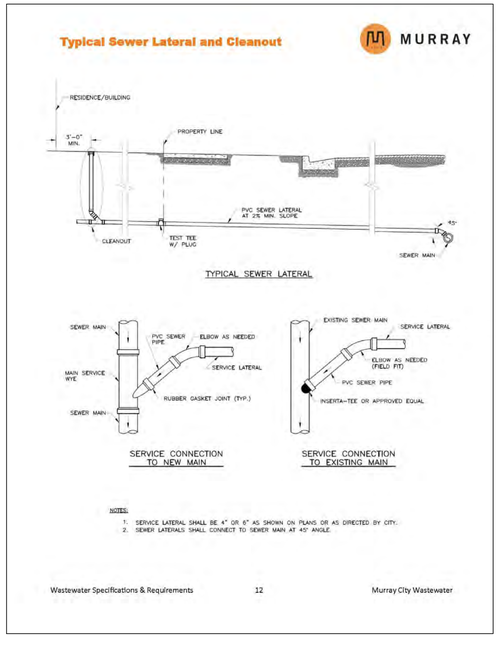
MCW-07 D-03 SANITARY SEWER MANHOLE



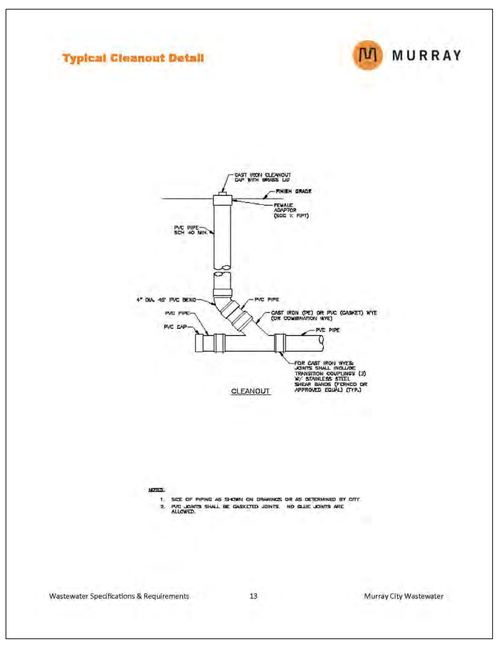
MCW-09 D-03 DROP MANHOLE



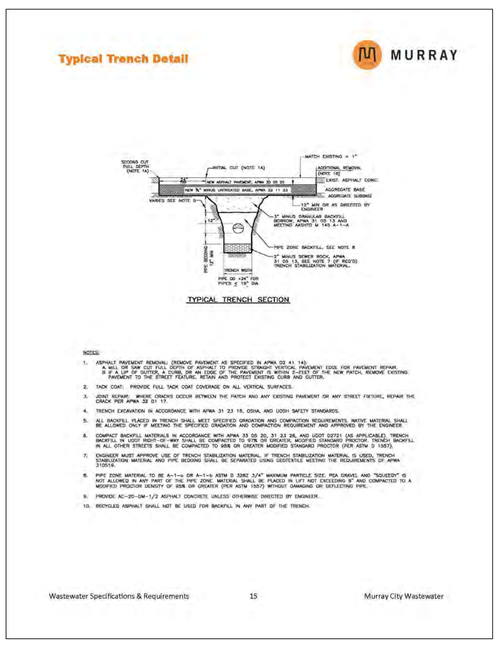
MCW-10 D-03 MANHOLE COLLAR



MCW-12 D-03 SEWER LATERAL AND C.O.



MCW-13 D-03 CLEANOUT DETAIL



MCW-15 D-03 TRENCH DETAIL

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SEWER DETAILS

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APPLEGATE LLC
SALT LAKE CITY, UT

COMPLETION STATUS
PRELIMINARY PLANS

PROJECT

FUJI Townhomes
MURRAY, UT

GENERAL

DETAIL CALLOUTS

MCW-07 D-03 SANITARY SEWER MANHOLE
MCW-09 D-03 DROP MANHOLE
MCW-10 D-03 MANHOLE COLLAR
MCW-12 D-03 SEWER LATERAL AND C.O.
MCW-13 D-03 CLEANOUT DETAIL
MCW-15 D-03 TRENCH DETAIL

REVISIONS:

REV #	DESCRIPTION	DATE

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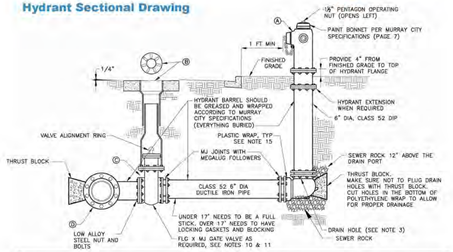
PROFESSIONAL ENGINEER No. 10108985 (2202) JACOB EUGENE WEBER 04/19/23 STATE OF UTAH

PROJECT NO. W-18-15
DATE 04/19/23
DRAWN BY: JACOB WEBER, P.E.
CKHD BY:
SHEET NUMBER D-03

Installation (Continued)

MURRAY CITY WATER

Hydrant Sectional Drawing



LEGEND					
ITEM	DESCRIPTION	PART NUMBER	ITEM	DESCRIPTION	PART NUMBER
(A)	FLANGE OR MJ FIRE HYDRANT AS REQUIRED. PAINT BONNET PER MURRAY CITY SPECIFICATIONS	MUELLER A-423 OR SUPER CENTURION HYDRANT AWWA/ANSI C502 DRY BARREL	(C)	GATE VALVE WITH 2" X 2" OPERATING NUT	MUELLER 6" RESILIENT SEAT GATE VALVE, OR EQUAL
(B)	SLIDING ADJUSTABLE VALVE BOX WITH DROP LID WITH THE WORD "WATER" CAST INTO IT	D&L M-8040 OR EQUAL	(D)	MJ X FLG TEE WITH ACCESSORIES	MJ X FLG TEE ANSI/AWWA C110/A21.10 WITH 125 FOUND FLANGE

SECTIONALS FOR HYDRANT PADS		
AREA	SIZE	CONCRETE MIN
OPEN AREA	4' X 4'	6" THICK-6 ½ BG (CLASS 4000)
CURB TO SIDEWALK	5' X 3'	5" THICK-6 ½ BG (CLASS 4000)

1. ALL WORK MUST BE INSPECTED BY CITY PERSONNEL PRIOR TO BACKFILL.
2. HYDRANT THRUST BLOCK REQUIRED WITH A MINIMUM OF 6.0 SQ. FEET BEARING ON UNDISTURBED SOIL.
3. DRAIN HOLES AT BASE OF HYDRANT TO REMAIN CLEAR WITH A MINIMUM OF ½ CU. YD. OF CLEAN 1 ½" MINUS GRAVEL PLACED AROUND HYDRANT BASE AND DRAIN. GRAVEL SHALL BE WRAPPED IN GEOTEXTILE FABRIC TO PREVENT MIGRATION OF FINES.
4. THE 4 ½" STREAMER NOZZLE TO FACE THE STREET.
5. FIRE HYDRANTS SHALL BE INSTALLED IN SUCH A MANNER THAT THE HYDRANT FLANGE IS 4" ABOVE FINISHED GRADE.
6. CONTRACTOR SHALL PLACE AND MAINTAIN A BLACK PLASTIC BAG OVER NEW FIRE HYDRANTS UNTIL THEY ARE PLACED IN SERVICE.
7. HYDRANT SHALL BE PAINTED RED WITH SHERWIN WILLIAMS B-542 INDUSTRIAL ENAMEL OR EQUAL. BONNETS SHALL BE PAINTED ACCORDING TO THE MAIN SERVING THE HYDRANT AS FOLLOWS: 4" OR LESS = WHITE, 6" = RED, 8" AND 10" = ORANGE, 12" OR GREATER = GREEN
8. STANDARD DRILLING – CAST FLANGES, ANSI/AWWA C110 125/A21.10 125.
9. SUPPLY AND INSTALL SERIES 1100 MEGALUG JOINT RESTRAINTS OR APPROVED EQUAL, AS REQUIRED ON D.I. PIPE.
10. GATE VALVES TO BE IN ACCORDANCE WITH AWWA C509. WHERE THE DISTANCE BETWEEN THE MAIN AND HYDRANT IS GREATER THAN 12', TWO GATE VALVES MAY BE REQUIRED (ONE ON MAIN, AND ONE AT HYDRANT)
11. ALL BURIED FITTINGS, AND BOLTS TO BE COATED WITH CHEVRON I'M GREASE #1 OR EQUAL AND WRAPPED WITH 8 MIL SHEET POLYETHYLENE.
12. ALL DUCTILE IRON PIPE TO BE IN ACCORDANCE WITH ANSI/AWWA C115/A21.15 CLASS 52.
13. SUBSTITUTIONS TO BE IN ACCORDANCE WITH APWA SEC. 01 25 00.
14. ALL WORK AND MATERIALS TO BE IN ACCORDANCE WITH ANSI/AWWA C502 AND THE APWA GENERAL CONDITIONS AND STANDARD SPECIFICATIONS FOR CONSTRUCTION.
15. PRIOR TO POURING CONCRETE, WRAP PIPE SYSTEM WITH 8 MIL THICK HDPE SHEET TO PREVENT BONDING OF CONCRETE TO PIPE SYSTEM. CUT HOLES IN PLASTIC AROUND DRAIN HOLES ON HYDRANT.

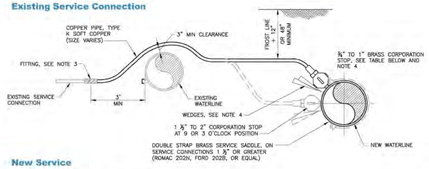
MCW-10 D-04 FIRE HYDRANT

Installation (Continued)

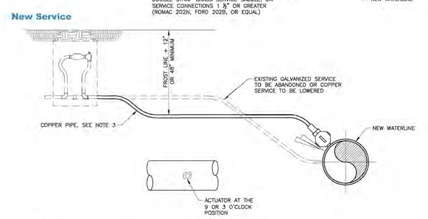
MURRAY CITY WATER

Water Service Taps

Existing Service Connection



New Service



NOTES:
1. FOR EXISTING COPPER SERVICES, DETACH EXISTING SERVICE CONNECTION, EXTEND (USING COPPER SERVICE OF EQUAL SIZE) OR SHORTEN AS NECESSARY, AND RECONNECT TO NEW WATER MAIN, UNLESS NOTED OTHERWISE.
2. FOR EXISTING GALVANIZED SERVICES, REPLACE EXISTING SERVICE WITH COPPER SERVICE OF EQUAL SIZE. REPLACE BETWEEN EXISTING METER AND NEW WATER MAIN, INCLUDING REPLACEMENT OF METER, YOKE, AND BOX, UNLESS NOTED OTHERWISE.
3. USE COPPER TO COPPER FLARE FITTINGS.
4. CONTRACTOR SHALL ROTATE CORPORATION STOP SO THAT VALVE ACTUATOR RUNS PARALLEL WITH PIPE AT THE 9 OR 3 O'CLOCK POSITION. REDWOOD OR PRESSURE TREATED WOOD SHIMS SHALL BE PLACED UNDER CORPORATION STOP TO PROVIDE SUPPORT DURING BACKFILLING.
5. ALL NEW SERVICES SHALL BE A MINIMUM OF 1". ¾" CONNECTIONS SHALL ONLY BE USED FOR REDIRECTED SERVICES.

CORP STOP TABLE	
¾" OR 1"	1½" OR 2"
MUELLER H-15000 (OR EQUAL)	MUELLER B-25000 (OR EQUAL)

MCW-12 D-04 WATER LATERAL DTL.

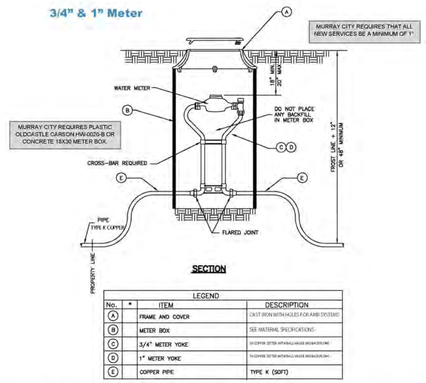
Installation (Continued)

MURRAY CITY WATER

Meter Box Installation

1. All meters are to be installed in the park strip or within 5 feet of the property line (street side).
2. Do not install meter boxes under driveway approaches, sidewalks, in parking lots, or under curb and gutter. Box should be placed in a landscaped area.
3. The box shall be set so that the grade of the frame and the cover matches the grade of the surrounding surface.
4. Concrete meter boxes with larger lids may be deemed necessary by Murray City personnel in a situation where the meter must by placed in an asphalt, concrete or other high traffic area.

3/4" & 1" Meter



SECTION

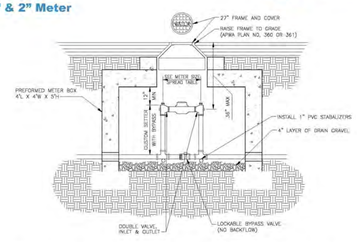
LEGEND			
No.	*	ITEM	DESCRIPTION
(A)		FRAME AND COVER	CAST IRON WITH HOLES FOR ANTI-TAMPER SYSTEMS
(B)		METER BOX	SEE MATERIAL SPECIFICATIONS
(C)		3/4" METER YOKE	TH-CF3/4-3/8"TEE WITH MJ X FLG ADAPTER (MEGALUG)
(D)		1" METER YOKE	TH-CF1IN-1IN"TEE WITH MJ X FLG ADAPTER (MEGALUG)
(E)		COPPER PIPE	TYPE K (SOFT)

MCW-14 D-04 WATER METER BOX

Installation (Continued)

MURRAY CITY WATER

1 1/2" & 2" Meter



NOTES:
1. ALL WORK MUST BE INSPECTED BY CITY PERSONNEL PRIOR TO BACKFILL.
2. FROM THE TOP OF THE LID TO THE CENTER LINE OF THE METER TO BE 20"± 4".
3. CENTER MANHOLE OVER METER.
4. TURBINE METERS ON ALL SYSTEMS USED EXCLUSIVELY FOR IRRIGATION OR FIRE PROTECTION. WHERE DOMESTIC USE IS TO BE USED, USE STANDARD METER.
5. BYPASS VALVE TO BE LEFT IN THE OPEN POSITION.
6. 6" GRADE RING REQUIRED.
7. ALLOW A 1" CLEARANCE AROUND WATER LINE WHERE PASSING THROUGH CONCRETE WALLS. SEAL VOID WITH MANNICK SEALANT.
8. ALL VALVES TO BE RESILIENT WEDGE METER.
9. MINIMUM SUPPLY FOR WATER SERVICE TO BE 48 INCHES EXCEPT WHERE 60 INCHES IS DESIGNATED BY THE ENGINEER.
10. SUBSTITUTIONS: APWA 01 25 00

METER SIZE SPREAD TABLE	
METER SIZE	SPREAD
1 ½"	13"
2"	17"

Meter Box in Concrete Installation

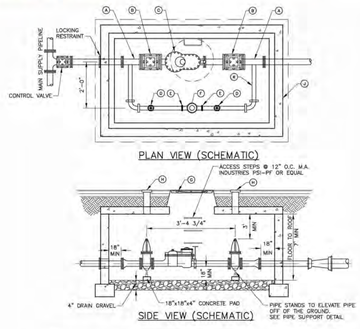


MCW-15 D-04 1.5 Inch. & 2 inch METER

Installation (Continued)

MURRAY CITY WATER

Meters Larger than 2"



LEGEND			
No.	*	ITEM	DESCRIPTION
(A)		3" OR 4" FLANGE X MJ ADAPTER	
(B)		3" OR 4" GATE VALVE WITH 2" X 2" OPERATING NUT	
(C)	*	3" OR 4" METER	
(D)		2" GATE VALVE	
(E)		2" METER FLANGE	
(F)	*	2" DISPLACED METER	
(G)		27" FRAME AND COVER	
(H)		TOP SECTION OF VALVE BOX WITH LID	
(J)		CONCRETE BOX	APWA PLAN NO. 505
(K)		BRASS PIPING	

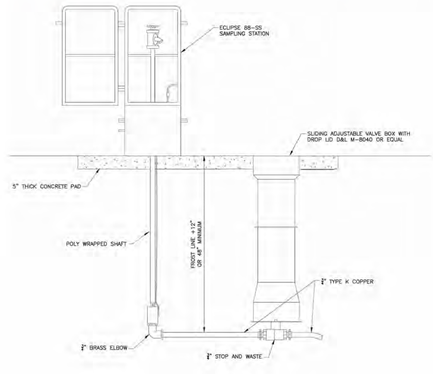
* FURNISHED BY MURRAY CITY

MCW-16 D-04 WATER METERS

Installation (Continued)

MURRAY CITY WATER

Sampling Stations



1. ¾ inch tap shall be installed using C.C. corp with flare fitting (see water service taps page 9).
2. Type K copper tubing must be installed from the water main to the sampling station..
3. All connections shall be lead free brass with flared fittings.
4. All work must be inspected by a Murray City Water Division inspector prior to being backfilled.
5. Bottom of sampling station enclosure needs to be wrapped in 20 mil tape and set in concrete pad for support.

MCW-17 D-04 WATER SAMPLING STATION

Blue Stakes of UTAH 811 — Blue Stakes.com

DRAWING TITLE

WATER DETAILS

CLEINT

APPLEGATE LLC
SALT LAKE CITY, UT

COMPLETION STATUS
PRELIMINARY PLANS

PROJECT

FUJI Townhomes
MURRAY, UT

GENERAL

DETAIL CALLOUTS

MCW-10 D-04 FIRE HYDRANT
MCW-12 D-04 WATER LATERAL DTL.
MCW-14 D-04 WATER METER BOX
MCW-15 D-04 1.5 Inch. & 2 inch METER
MCW-16 D-04 WATER METERS
MCW-17 D-04 WATER SAMPLING STATION

REVISIONS:

REV #	DESCRIPTION	DATE

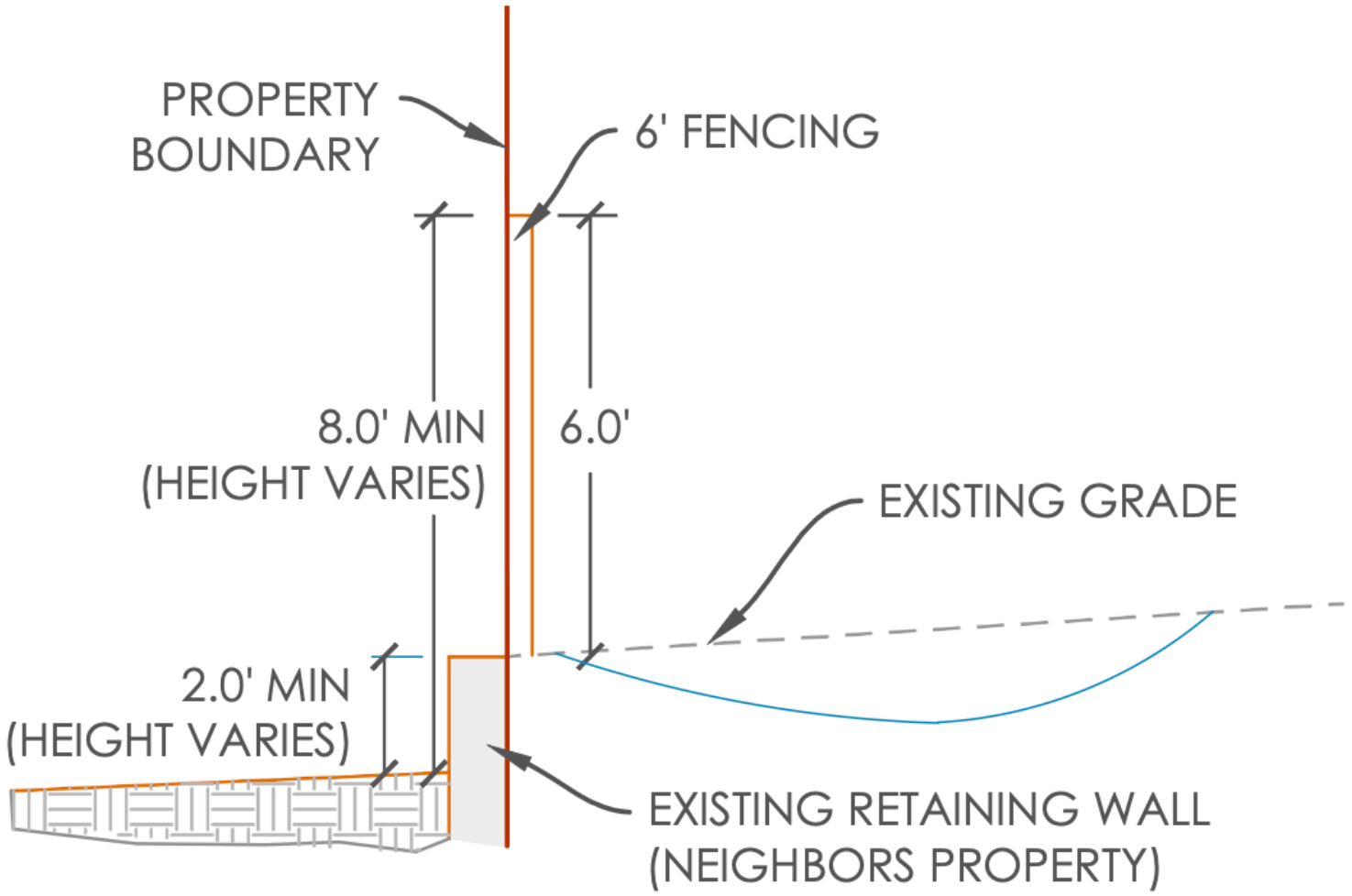
WEBER ENGINEERING COLLECTIVE
CIVIL• PLANNING• SURVEYING
SALT LAKE CITY, UTAH
PHONE (385) 229-9663

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STAMP

PROFESSIONAL ENGINEER No. 10189885 2202 JACOB EUGENE WEBER STATE OF UTAH

PROJECT NO. W-18-15
DATE 04/19/23
DRAWN BY: JACOB WEBER, P.E.
CKHD BY:
SHEET NUMBER D-04



SECTION B-B - PERIMETER FENCING

LANDSCAPE NOTES:

GENERAL

1. ALL OUTDOOR LIGHTING SHALL BE DARK SKY COMPLIANT, AND ARC APPROVED.
2. AREAS DISTURBED BY SITE DEVELOPMENT WILL BE RESTORED TO REFLECT THE CHARACTERISTICS OF THE NATURAL ENVIRONMENT OR/AND
3. ENHANCED WITH PLANTS SELECTED FROM THE APPROVED PLANT LIST.
4. PERMANENT DRIP IRRIGATION WILL BE PROVIDED FOR TREES. AS NEEDED IRRIGATION WILL BE PROVIDED FOR OTHER LANDSCAPING IN
5. PRIVATE AND TRANSITIONAL AREAS. EXCLUDING TREES, PERMANENT IRRIGATION OF THE NATIVE AREAS IS NOT PERMITTED.
6. OWNERS WILL VEGETATE, IRRIGATE, AND MAINTAIN THE AREA FROM THE EDGE OF ASPHALT TO THE PRIVATE AREA WITH PLANTS AND
7. TREES SELECTED FROM THE APPROVED PLANT LIST.
8. OWNERS ARE RESPONSIBLE TO PROVIDE ACCESS TO AND TO REPAIR DAMAGE THAT MAY OCCUR WITHIN THE PUES AND RIGHTS-OF-WAY
9. BY ANY UTILITY COMPANY OR THE ASSOCIATION FOR ANY SERVICES, REPAIRS, OR MAINTENANCE INCLUDING SNOW REMOVAL.
10. ALL WORK IS TO BE PERFORMED BY AN EXPERIENCED LANDSCAPE CONTRACTOR WITH NO LESS THAN FIVE(5) YEARS OF EXPERIENCE OF PROJECTS SIMILAR IN SCOPE AND SIZE.
11. THE LANDSCAPE CONTRACTOR IS TO VERIFY THE LOCATION OF ALL UNDERGROUND UTILITIES PRIOR TO INSTALLATION, ALL UTILITIES MUST BE CLEARLY MARKED. BEFORE EXCAVATION ALL UTILITIES ARE TO BE POT-HOLED BY HAND OR EQUIPMENT IN A MANNER THAT DOES NOT CAUSE DAMAGE.

    UTILITY SETBACKS:
    WATER & SEWER LINES - 10 FEET
    GAS LINES - 4 FEET
    FIRE HYDRANTS- 5 FEET (LIMIT PLANT HEIGHT TO 8")
12. CONTRACTOR TO VERIFY ALL PLANT LOCATIONS AND QUANTITY BEFORE INSTALLATION. IF DISCREPANCIES BETWEEN PLAN AND PLANTING SCHEDULE EXIST, PLAN TAKES PRECEDENCE OVER PLANTING SCHEDULE.
13. ANY FIELD ADJUSTMENTS TO PLANT LOCATIONS SHALL BE MADE UNDER THE DIRECTION OF THE LANDSCAPE ARCHITECT OR OWNER'S REPRESENTATIVE. ANY PLANT LOCATION ADJUSTMENTS OR SUBSTITUTIONS SHALL BE APPROVED BY THE CITY PLANNING OFFICE PRIOR TO ANY CHANGE FROM THE APPROVED LANDSCAPE PLAN.
14. THE WARRANTY PERIOD UNLESS STATED OTHERWISE WILL BE ONE YEAR AFTER SUBSTANTIAL COMPLETION. ALL LANDSCAPE MATERIAL DAMAGED OR DEAD DUE TO INSTALLATION METHODS WILL BE REPLACED AT OWNER'S DISCRETION.

PLANTING

15. ALL TREES IN TURF AREAS ARE TO BE PLANTED WITH SPECIFIED WOOD MULCH AT A DEPTH OF 4". NO WEED BARRIER FABRIC UNDER CEDAR MULCH.
16. STAKE ALL TREES WITH 6' TREATED PINE POSTS. USE GUY WIRES WITH NON-STRECH NYLON PROTECTIVE STRAPS AROUND TRUNK.
    3 STAKES PER DECIDUOUS TREE
    3 STAKES PER EVERGREEN TREE
17. ALL PLANTING PITS ARE TO BE CLEARED OF ALL ROCK, SUB BASE MATERIAL, AND DEBRIS. AMENDED TOPSOIL TO BE INSTALLED WITHIN, PER DETAIL.
18. NO FINAL GRADES CAUSING DRAINAGE AWAY FROM CURBS, DESIGNATED DRAINAGE INLETS, OR STAGNATE WATER WILL BE ALLOWED.
19. PLACE 4" CORRUGATED PIPE AROUND ALL TREE TRUNKS. TOP OF THE PIPE MUST BE 4" MIN. FROM THE LOWEST BRANCH.
20. ALL TREES TO BE BALLED & BURLAP WITH SIZES AND SPECIES TRUE TO THE PLANT LEGEND.
21. PLANT SUBSTITUTIONS SHALL BE REQUESTED IN WRITING AND APPROVED BY THE LANDSCAPE CONTRACTOR PRIOR TO CONSTRUCTION BY OWNER.
22. ALL PLANTING MATERIAL SHALL BE APPROVED AND INSPECTED BY OWNER'S REPRESENTATIVE PRIOR TO INSTALLATION. TREE AND SHRUB TAGS SHALL BE LEFT ON PLANTS UNTIL INSPECTED.
23. LANDSCAPE CONTRACTOR IS TO COORDINATE SCHEDULE IN A MANNER THAT ALLOWS PLANTING MATERIAL TO BE INSTALLED IN A TIMELY MANNER. IF TEMPORARY STORAGE IS NECESSARY, CONTRACTOR SHALL PROVIDE ADEQUATE PROTECTION FROM WEATHER AND HEAT. REGULAR WATERING IS REQUIRED UNTIL INSTALLATION.
24. NO OPEN PLANTING PITS SHALL BE LEFT OPEN OR UNATTENDED.
25. THE PLANT SCHEDULE IS FOR REFERENCE ONLY, CONTRACTOR TO VERIFY ALL QUANTITIES AND LOCATIONS SHOWN ON THE LANDSCAPE PLAN.
26. ALL PLANTING MATERIAL SHALL COMPLY TO THE STANDARDS OF ANSI FOR NURSERY STOCK.

GROUND COVERS/MULCHES

27. THE FINAL GRADE IN TURF AREAS ARE TO BE 1" BELOW ANY PAVED SURFACE OR EDGING IN ORDER TO RETAIN SOD.
28. THE FINAL GRADE IN ALL MULCHED AREAS ARE TO BE 3" BELOW ANY PAVED SURFACE OR EDGING IN ORDER TO RETAIN MULCH.
29. ROCK MULCH AREAS ARE TO HAVE WEED BARRIER FABRIC INSTALLED UNDERNEATH. DEPTH OF ROCK MULCH SHALL BE 4" MINIMUM & OBTAINED FROM A LOCAL SUPPLIER, OWNER TO APPROVE PROVIDED SAMPLE BEFORE INSTALLATION.
30. WEED BARRIER FABRIC IS TO BE DEWITT PRO 5.5 OR APPROVED EQUAL. SECURE FABRIC WITH COMMERCIAL GRADE FABRIC PINS, 6" LONG BY 1" WIDE. LAY FABRIC PARALLEL TO FINAL GRADE WITH 6" OVERLAPS BETWEEN SECTIONS.
31. WOOD MULCH AREAS DO NOT REQUIRE WEED BARRIER FABRIC. DEPTH OF CEDAR MULCH SHALL BE 4" MINIMUM & OBTAINED FROM A LOCAL SUPPLIER, OWNER TO APPROVE PROVIDED SAMPLE BEFORE INSTALLATION.

TURF

32. REFER TO LANDSCAPE PLAN AND SCHEDULE FOR ALL TURF AREAS. TURF SHALL BE AN IMPROVED KENTUCKY BLUEGRASS VARIETY WITH AT LEAST THREE VARIETIES.
33. CONTRACTOR TO SUBMIT PRODUCT INFORMATION TO OWNER'S REPRESENTATIVE PRIOR TO INSTALLATION.
34. LAY TURF WITHIN 24 HOURS OF DELIVERY, PRIOR TO INSTALLATION THE CONTRACTOR SHALL HAVE THE IRRIGATION SYSTEM FULLY OPERATIONAL.
35. TURF SHALL BE FREE OF NOXIOUS WEEDS AND IN HEALTHY CONDITION. ALL DEBRIS 1 INCH OR GREATER SHALL BE REMOVED.
36. ON FINAL GRADES 3:1 OR GREATER, CONTRACTOR TO STABILIZE ROLLS WITH WOOD PEGS OR SOD STAPLES. TURF TO BE LAID PARALLEL TO SLOPE, STAGGER ROLLS WITH NO OVERLAPPING OR GAPS.
37. AFTER TURF IS INSTALLED, ALL AREAS ARE TO BE IMMEDIATELY IRRIGATED.
38. CONTRACTOR TO ERECT FENCING OR WARNING TAP AROUND TURF AREAS TO DETER FOOT TRAFFIC DURING THE ENTIRETY OF THE WARRANTY PERIOD OR UNTIL SOD IS COMPLETELY ESTABLISHED.

SEED

39. ALL AREAS DISTURBED DURING CONSTRUCTION SHALL BE SEEDED UNLESS STATED OTHERWISE.
40. SEEDING SHALL BE INSTALLED DURING THE TIME PERIOD BETWEEN MAY AND OCTOBER.
41. SEED SHALL BE 95% PURE LIVE SEED.
42. ALL SEEDED AREAS SHALL BE RIPPED AND TILLED AT A DEPTH OF 4" WITH FINAL GRADE ESTABLISHED PRIOR TO SEEDING.
43. CONTRACTOR TO USE A BRILLION TYPE SEEDER WITH ROWS NOT EXCEEDING 8 INCHES. IN AREAS WHERE EQUIPMENT IS NOT PRACTICAL, HAND BROADCAST AT TWICE THE RATE.
44. NO SEEDING SHALL OCCUR DURING TIMES OF EXCESSIVE WIND OR FREEZING TEMPERATURES.
45. STRAW MULCH OR HYDRO-MULCH NEEDS TO BE INSTALLED WITHIN 24 HOURS AFTER SEEDING. STRAW MULCH IS TO BE SPREAD AT A RATE OF 2 TONS/ACRE. HYDRO-MULCH IS TO BE SPREAD AT A RATE OF 1 TON/ACRE UNIFORMLY. NO OPEN OR BARE AREAS SHALL BE ALLOWED.

SOIL PREPARATION & EROSION CONTROL

46. AREAS RECEIVING PLANT MATERIAL SHALL BE AMENDED WITH COMMERCIAL GRADE CLASS II COMPOST.
47. COMPOST SHALL BE SPREAD AT A RATE OF 3 CY / 1000 SQ FT IN PLANTING BEDS AND TURF AREAS, 2 CY / 1000 SQ FT IN SEEDED AREAS. TILL COMPOST INTO TOPSOIL AT A DEPTH OF 6 INCHES.
48. CLEAR SOIL OF ALL ROCK, BRANCHES OR MISC. DEBRIS OVER 1 INCH IN SIZE.

FERTILIZER

    SOD - COMMERCIAL GRADE (NPK: 18-46-0) APPLICATION RATE: 10LBS / 1000 SQ FT
    SEED - COMMERCIAL GRADE (NPK: 18-46-0) APPLICATION RATE: 10LBS / 1000 SQ FT
    PLANTS - BIOSOLE FORTE (NPK: 7-2-1)

IRRIGATION

49. ALL LANDSCAPE AREAS TO RECEIVE IRRIGATION BY AN UNDERGROUND AUTOMATIC IRRIGATION SYSTEM. ALL TREES AND SHRUB BEDS TO BE DRIP IRRIGATED, ALL SOD TO BE IRRIGATED WITH SPRAY AND ROTOR HEADS.
50. THE IRRIGATION SYSTEM IS TO BE INSTALLED BY THE LANDSCAPE CONTRACTOR. CONTRACTOR TO VERIFY LOCATION OF POINT OF CONNECTION, AND STATIC PRESSURE OF SYSTEM BEFORE INSTALLATION.
51. TREES PLANTED IN ROCK MULCHED AREAS SHOULD HAVE DRIP IRRIGATION WITH A MINIMUM OF 3 EMITTERS OR BUBBLERS PLACED ON OPPOSITE SIDES OF THE STEM OR DRIP TUBING RINGS (PREFERRED) WITH A MINIMUM OF 4 INLINE EMITTERS. ALL EMITTERS SHOULD BE PLACED ON TOP OF THE ROOT, AT THE PERIMETER OF THE AMENDED SOIL AREA.



LEGEND

1. CLUBHOUSE
2. PICKLE-BALL COURTS
3. PLAYGROUND AREA
4. POOL
5. DOG PARK
6. DETENTION POND
7. GRASS LAWNS
8. COURTYARD
9. PAVILIONS
10. TOWNHOMES

PLANTING LEGEND

EXISTING TREES TO REMAIN

PROPOSED CANOPY & STREET TREES

PROPOSED SHRUBS & PERENNIALS

N

40' 0 40' 80'

Scale 1" = 40'

Scale 1" = 80' for 11x17

THIS DOCUMENT IS RELEASED FOR REVIEW ONLY. IT IS NOT INTENDED FOR CONSTRUCTION UNLESS SIGNED AND SEALED.

BRYAN M. NICHOLAS P.L.A.
SERIAL NO. 12902936-5301
DATE: 09 NOV 2022

FUJI TOWNHOMES

MURRAY, UTAH

PRELIMINARY LANDSCAPE PLAN

berg LANDSCAPE ARCHITECTS
380 E Main St, Suite 204
Midway, Ut 84049 ph. (801) 723-2000

DESIGN BY:BMN DRAWN BY:BMN	DATE:09 NOV 2022 REV:	SHEET L1

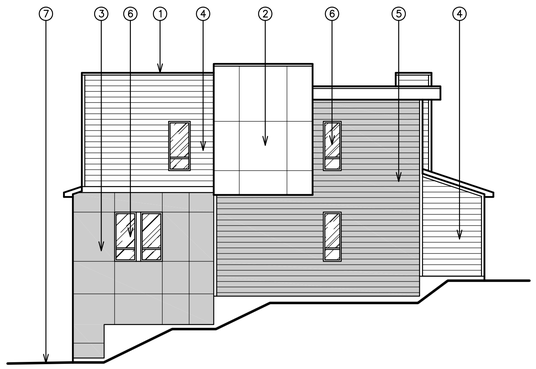
LEGEND

1. PRE-FINISHED, SLOPED EDGE CAP FLASHING W/ DRIP EDGE.
2. *STUCCO SYSTEM (1 COAT), OVER WIRE LATH, OVER (1) LAYER GRADE 'D' FELT APPLIED SHINGLE STYLE, OVER MASTERSEAL AWB 665 FLUID APPLIED AIR BARRIER SYSTEM (INSTALL PER MANUFACTURER'S SPECIFICATIONS), OVER SHEATHING PER STRUCTURAL. STUCCO SYSTEM TO BE APPROVED MANUFACTURER PER ES REPORT #382, OR CITY/ARCHITECT APPROVED EQUAL. PREPARE SUBSTRATE & INSTALL PER MANUFACTURER'S INSTRUCTIONS, DETAILS, AND RECOMMENDATIONS INCLUDING CONTROL JOINTS SPACING.*
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4. FIBER-CEMENT BOARD SIDING. PAINT & INSTALL PER MANUFACTURER'S SPECS. HORIZONTAL LAP PER ELEVATIONS COLOR A
5. FIBER-CEMENT BOARD SIDING. PAINT & INSTALL PER MANUFACTURER'S SPECS. HORIZONTAL LAP PER ELEVATIONS COLOR B
6. DBL. GLAZED VINYL SLIDING WINDOWS & PATIO DOORS, SEE DETAIL 1/A-301. CAULK ALL AROUND.
7. FINISH GRADE PER CIVIL DRAWINGS.

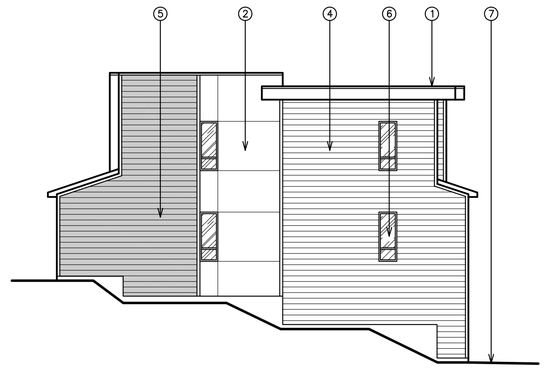
NOTE:MASTERSEAL AWB 665 FLUID APPLIED AIR BARRIER SYSTEM TO BE INSTALLED BEHIND ALL EXTERIOR FINISHES. INSTALL PER MANUFACTURER'S SPECIFICATIONS.



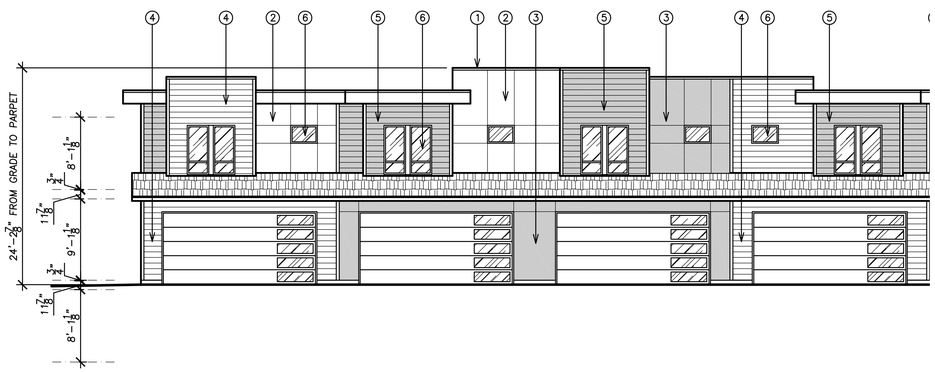
A A-201.1 FRONT ELEVATION
SCALE: 1/8" = 1'-0"



C A-201.1 RIGHT ELEVATION
SCALE: 1/8" = 1'-0"



B A-201.1 LEFT ELEVATION
SCALE: 1/8" = 1'-0"



D A-201.1 REAR ELEVATION
SCALE: 1/8" = 1'-0"

Tuttle and Associates, inc.
ARCHITECTS
475 300w SUITE 130
Salt Lake City, UT 84104
ph.(801)485-6464

FUJI TOWNHOMES
Murray, UT

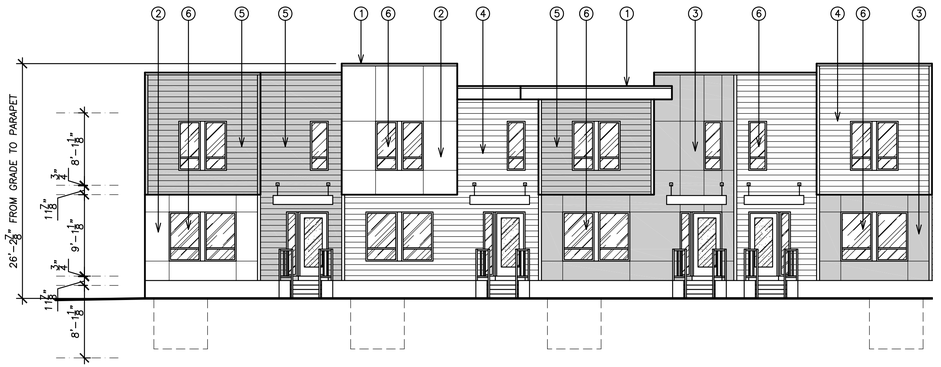
EXTERIOR ELEVATIONS
SOUTH BUILDING

DATE: Nov. 8, 2022
REVISED:
DRAWN BY: -
DRAWING NO: A-201.1

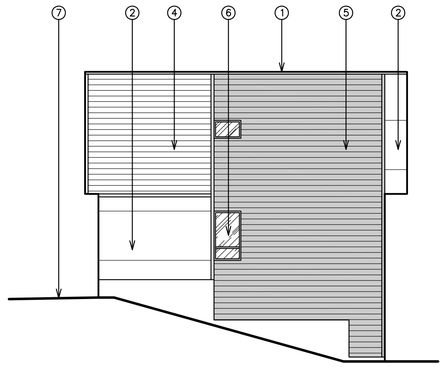
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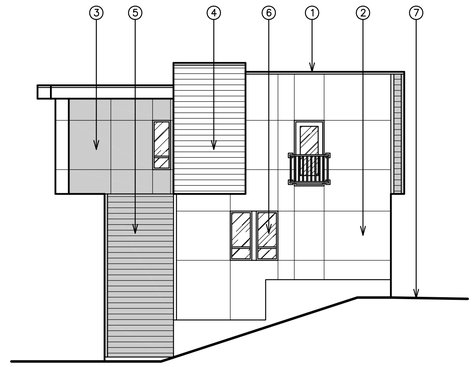
NOTE:MASTERSEAL AWB 665 FLUID APPLIED AIR BARRIER SYSTEM TO BE INSTALLED BEHIND ALL EXTERIOR FINISHES. INSTALL PER MANUFACTURER'S SPECIFICATIONS.



A A-201.2 FRONT ELEVATION
SCALE: 1/8" = 1'-0"



C A-201.2 RIGHT ELEVATION
SCALE: 1/8" = 1'-0"



B A-201.2 LEFT ELEVATION
SCALE: 1/8" = 1'-0"



D A-201.2 REAR ELEVATION
SCALE: 1/8" = 1'-0"

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FUJI TOWNHOMES
Murray, UT

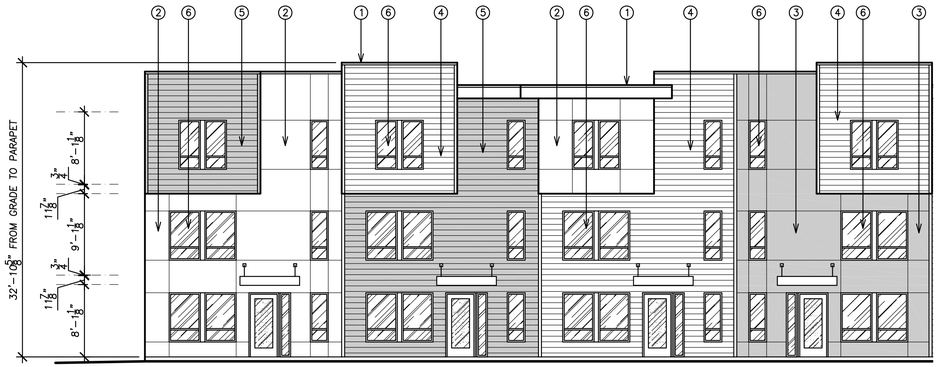
EXTERIOR ELEVATIONS
NORTH BUILDING

DATE: Nov. 8, 2022
REVISED:
DRAWN BY: -
DRAWING NO: A-201.2

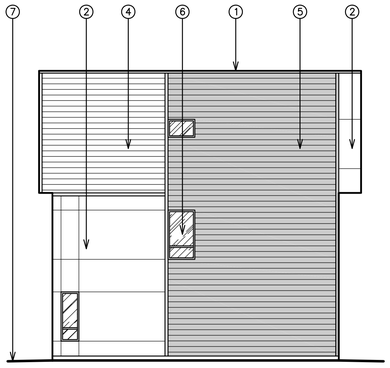
LEGEND

1. PRE-FINISHED, SLOPED EDGE CAP FLASHING W/ DRIP EDGE.
2. STUCCO SYSTEM (1 COAT), OVER WIRE LATH, OVER (1) LAYER GRADE 'D' FELT APPLIED SHINGLE STYLE, OVER MASTERSEAL AWB 665 FLUID APPLIED AIR BARRIER SYSTEM (INSTALL PER MANUFACTURER'S SPECIFICATIONS), OVER SHEATHING PER STRUCTURAL. STUCCO SYSTEM TO BE APPROVED MANUFACTURER PER ES REPORT #382, OR CITY/ARCHITECT APPROVED EQUAL. PREPARE SUBSTRATE & INSTALL PER MANUFACTURER'S INSTRUCTIONS, DETAILS, AND RECOMMENDATIONS INCLUDING CONTROL JOINTS SPACING.
3. STUCCO SYSTEM (1 COAT), OVER WIRE LATH, OVER (1) LAYER GRADE 'D' FELT APPLIED SHINGLE STYLE, OVER MASTERSEAL AWB 665 FLUID APPLIED AIR BARRIER SYSTEM (INSTALL PER MANUFACTURER'S SPECIFICATIONS), OVER SHEATHING PER STRUCTURAL. STUCCO SYSTEM TO BE APPROVED MANUFACTURER PER ES REPORT #382, OR CITY/ARCHITECT APPROVED EQUAL. PREPARE SUBSTRATE & INSTALL PER MANUFACTURER'S INSTRUCTIONS, DETAILS, AND RECOMMENDATIONS INCLUDING CONTROL JOINTS SPACING.
4. FIBER-CEMENT BOARD SIDING. PAINT & INSTALL PER MANUFACTURER'S SPECS. HORIZONTAL LAP PER ELEVATIONS COLOR A
5. FIBER-CEMENT BOARD SIDING. PAINT & INSTALL PER MANUFACTURER'S SPECS. HORIZONTAL LAP PER ELEVATIONS COLOR B
6. DBL. GLAZED VINYL SLIDING WINDOWS & PATIO DOORS, SEE DETAIL 1/A-301. CAULK ALL AROUND.
7. FINISH GRADE PER CIVIL DRAWINGS.

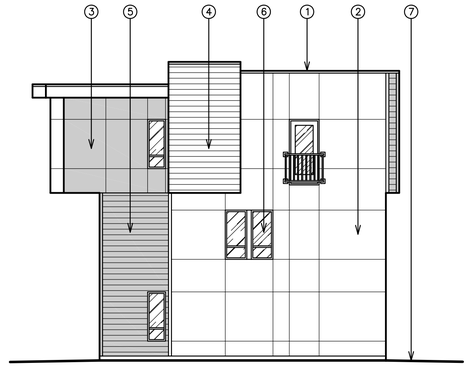
NOTE:MASTERSEAL AWB 665 FLUID APPLIED AIR BARRIER SYSTEM TO BE INSTALLED BEHIND ALL EXTERIOR FINISHES. INSTALL PER MANUFACTURER'S SPECIFICATIONS.



A A-201.3 FRONT ELEVATION
SCALE: 1/8" = 1'-0"



C A-201.3 RIGHT ELEVATION
SCALE: 1/8" = 1'-0"



B A-201.3 LEFT ELEVATION
SCALE: 1/8" = 1'-0"



D A-201.3 REAR ELEVATION
SCALE: 1/8" = 1'-0"

Tuttle and Associates, inc.
ARCHITECTS
475 300w Suite 130
Salt Lake City, UT 84101
ph.(801)485-6464

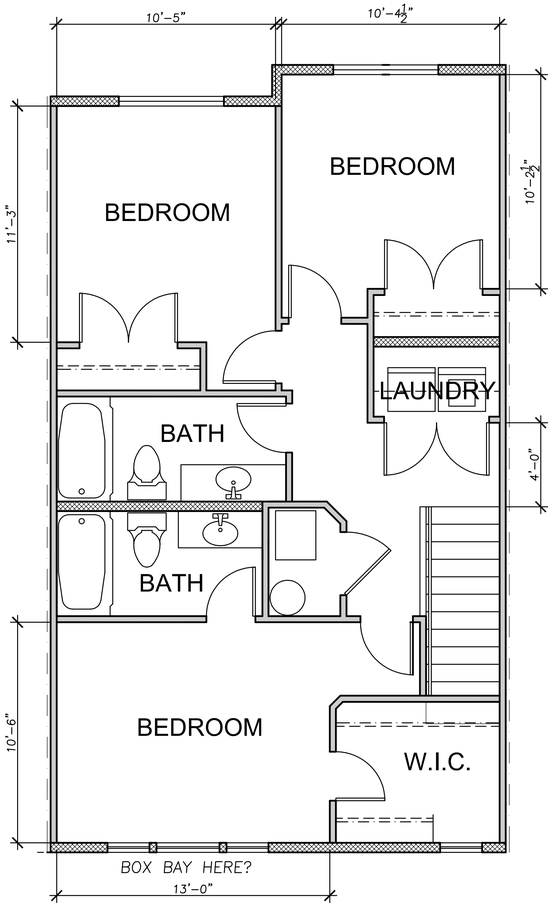
FUJI TOWNHOMES
Murray, UT

EXTERIOR ELEVATIONS
SOUTHEAST BUILDING

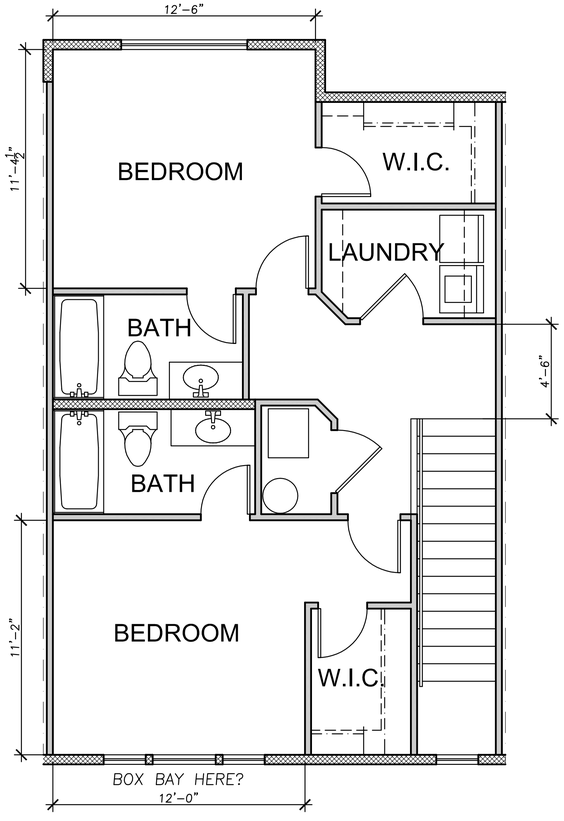
DATE
Dec. 22, 2022
REVISED

DRAWN BY
-

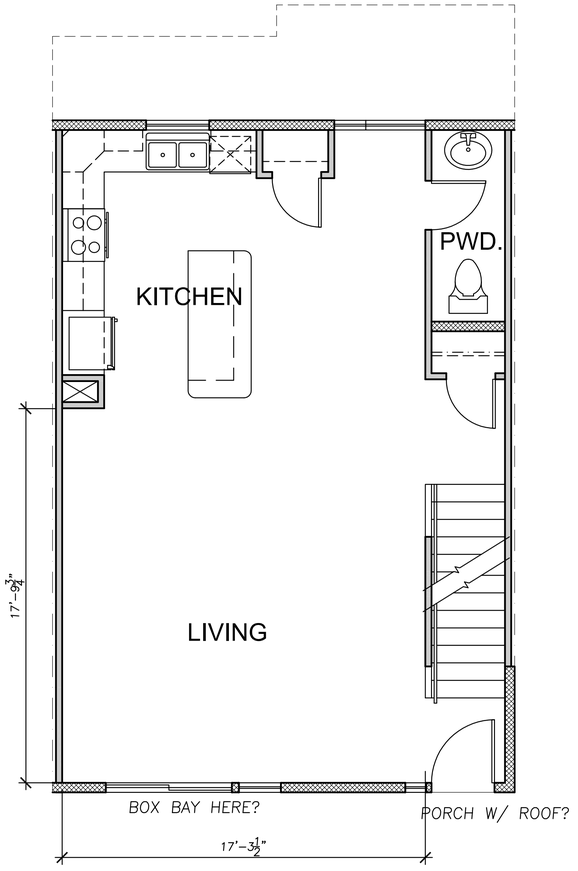
DRAWING NO.
A-201.3



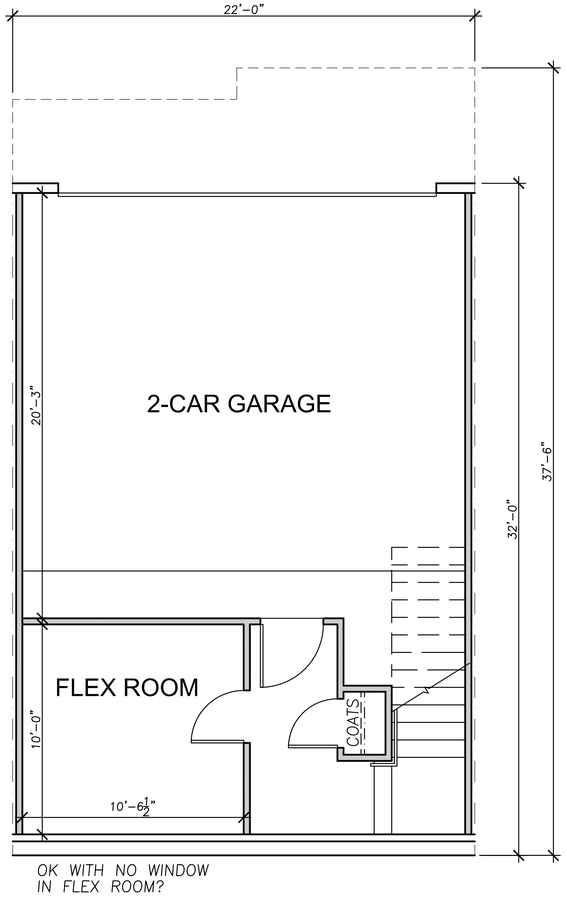
3 BEDROOM OPTION



2 BEDROOM OPTION



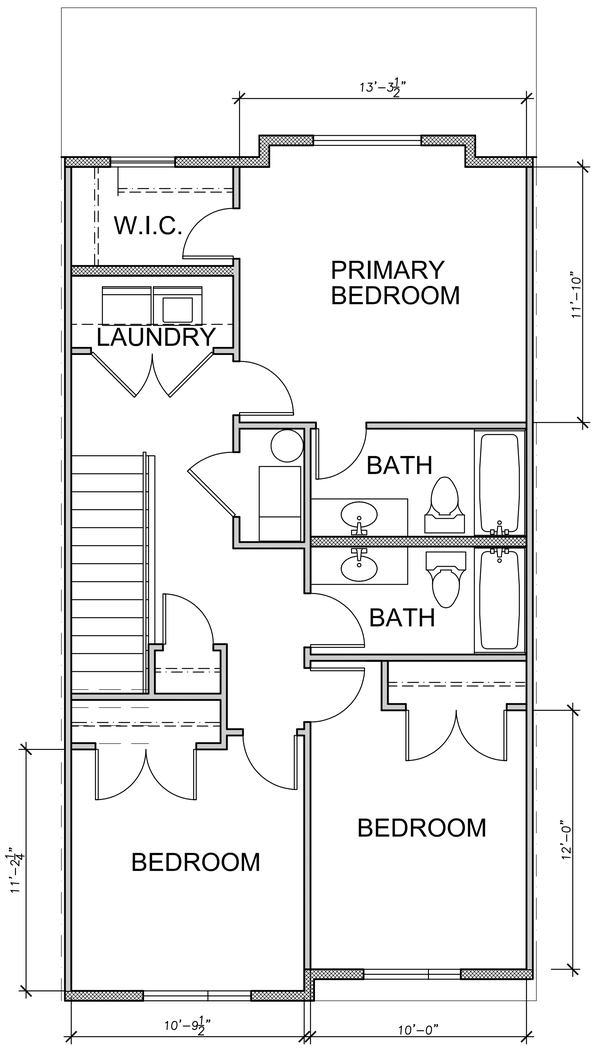
GARAGE & LIVING LEVEL

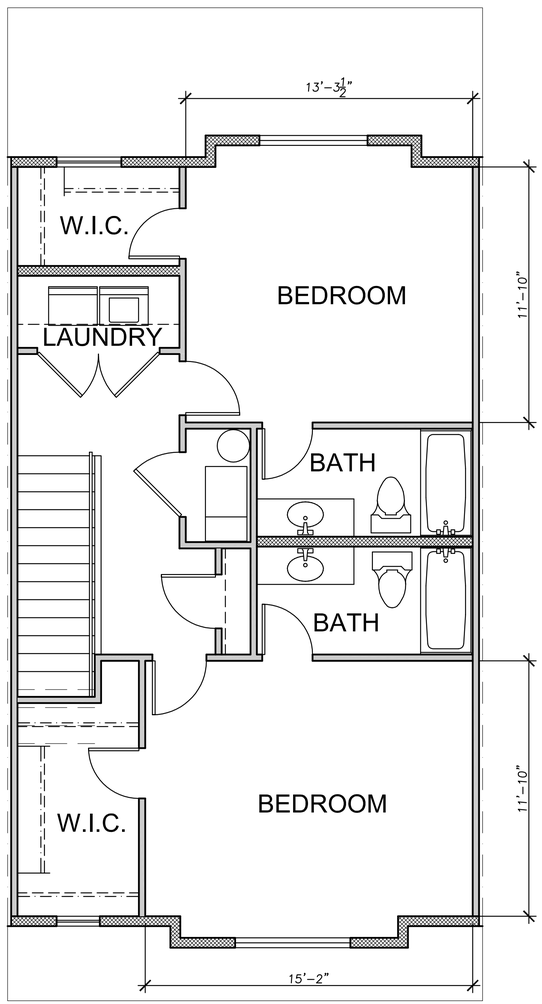


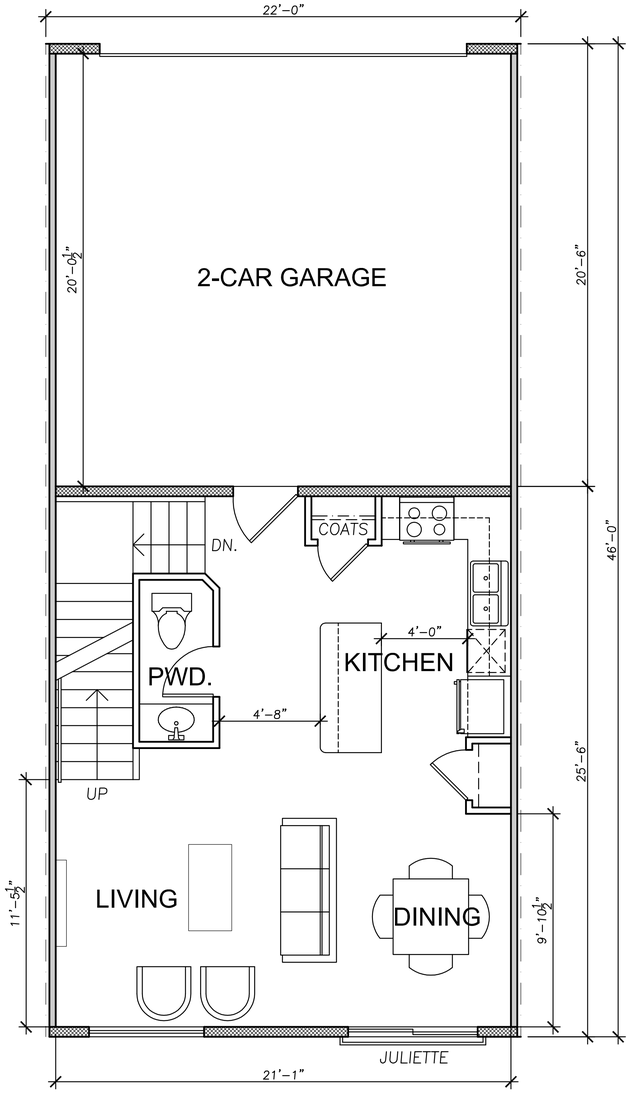
WALK-OUT BASEMENT LEVEL

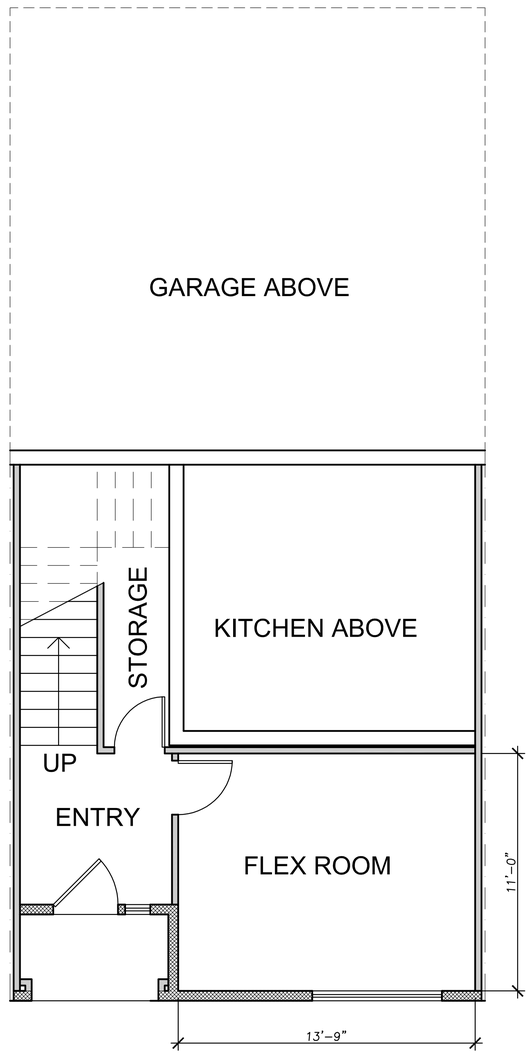
2-BEDROOM NORTH UNIT AREA TABULATIONS	
2–STORY W/BASEMENT	UNIT AREA
GARAGE LEVEL	214 SQ. FT. (476 s.f. garage)
LIVING & KITCHEN LEVEL	704 SQ. FT.
BEDROOM LEVEL	809 SQ. FT.
TOTAL	1,727 SQ. FT.

2-BEDROOM NORTH UNIT AREA TABULATIONS	
2–STORY W/BASEMENT	UNIT AREA
GARAGE LEVEL	214 SQ. FT. (476 s.f. garage)
LIVING & KITCHEN LEVEL	704 SQ. FT.
BEDROOM LEVEL	736 SQ. FT.
TOTAL	1,654 SQ. FT.









3 BEDROOM OPTION

2 BEDROOM OPTION

GARAGE & LIVING LEVEL

WALK-OUT BASEMENT LEVEL

3-BEDROOM SOUTH UNIT AREA TABULATIONS	
2–STORY W/BASEMENT	UNIT AREA
BASEMENT	321 SQ. FT.
GARAGE & LIVING LEVEL	561 SQ. FT. (451 s.f. garage)
BEDROOM LEVEL	860 SQ. FT.
TOTAL	1,742 SQ. FT.

2-BEDROOM SOUTH UNIT AREA TABULATIONS	
2–STORY W/BASEMENT	UNIT AREA
BASEMENT	321 SQ. FT.
GARAGE & LIVING LEVEL	561 SQ. FT. (451 s.f. garage)
BEDROOM LEVEL	805 SQ. FT.
TOTAL	1,687 SQ. FT.

WHEN RECORDED, MAIL TO:
_____
_____
_____
_____

RECIPROCAL EASEMENT AGREEMENT

THIS RECIPROCAL EASEMENT AGREEMENT (this "Agreement") is entered into this ____ day of _____, 20___ (the "Effective Date"), by and between APPLEGATE HOMEOWNERS ASSOCIATION, a Utah nonprofit corporation ("Association"), and _____, _____ ("Owner"). Association and Owner are sometimes referred to herein collectively as the "Parties" or individually as a "Party."

R E C I T A L S

A. Association manages and maintains certain real property owned by its members located in Murray, Salt Lake County, Utah (the "Association Property"), more particularly described on Exhibit A, attached hereto and incorporated herein by this reference.

B. Owner owns certain real property located adjacent to the Association Property in Murray, Salt Lake County, Utah (the "Owner Property"), more particularly described on Exhibit B, attached hereto and incorporated herein by this reference.

C. The Parties desire to grant one another certain non-exclusive easements on, over, across, under and through portions of their respective property for the purposes set forth in this Agreement.

T E R M S A N D C O N D I T I O N S

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and based upon the mutual promises and covenants set forth herein, the Parties agree as follows:

1. Grant of Easements.

1.1. Reciprocal Access Easement. Each Party, as Grantor, hereby grants and conveys to the other Party, as Grantee, a perpetual, non-exclusive easement (binding upon and to run with the lands of each party) on, over, and across roadways, sidewalks, and walkways (the "Access Improvements") located on the Association Property and the Owner Property, respectively, for the purpose of vehicular and pedestrian ingress and egress to and from the Association Property, the Owner Property, and a public right-of-way known as Murray Blvd.

1.2. Reciprocal Utility Easement. Each Party, as Grantor, hereby grants and conveys to the other Party, as Grantee, a perpetual, non-exclusive easement (binding upon and to run with the lands of each party) under and through those portions of the Association Property and the Owner Property, respectively, except where buildings and other major improvements are constructed or located or planned to be located, for the purposes of constructing, operating, maintaining, repairing, and replacing underground utilities and associated underground improvements (the "Utility Improvements").

1.3. Applegate Association Clubhouse and Pool Easement. Association hereby grants and conveys to Owner a perpetual, a non-exclusive easement (binding upon and to run with the lands of each party) on, over and across the Association Property for the purposes of: (i) vehicular and pedestrian ingress and egress to the Association's clubhouse and pool located on the Association Property (the "Clubhouse and Pool"), and (ii) use of the Clubhouse and Pool by individuals that own or occupy any portion of the Owner Property.

1.4. Fuji Association Amenity Easement. Owner hereby grants and conveys to the Association a perpetual, a non-exclusive easement (binding upon and to run with the lands of each party) on, over and across the Owner Property for the purposes of: (i) vehicular and pedestrian ingress and egress to the Owner's sports courts, tot lot/playground, and barbecue area amenities located on the Owner Property (the "Recreational Amenities"), and (ii) use of the Recreational Amenities by individuals that own or occupy any portion of the Association Property.

2. Construction of the Improvements. Each Party hereby agrees to construct and install the Utility Improvements for their benefit at their sole cost and expense. Each Party may, at their sole cost and expense, reconstruct, move or alter the Access Improvements located on their respective property so long as the reconstructed, moved or altered Access Improvements provide the other Party comparable access as set forth above in Section 1.1.

3. Reservation. The Parties hereby reserve the right to use any portion of their respective property for any use not inconsistent with the other Party's permitted use set forth above in Section 1.

4. Condition of Easement Area. The Parties accept the use of those areas set forth above in Section 1 (the "Easement Area") and all aspects thereof in "as is", "where is" condition, without warranties, either express or implied, "with all faults", including but not limited to both latent and patent defects, and the existence of hazardous materials, if any. The Parties hereby waive all warranties, express or implied, regarding the title, condition and use of the Easement Area.

5. Use of Easement Area. Except to the extent necessary (on a temporary basis) for reasonable construction, repair and maintenance, traffic regulation and control or to prevent a public dedication or the accrual of any rights to the public, no fence, gate, wall, barricade or other obstruction, whether temporary or permanent in nature, which limits or impairs the free and unimpeded use of the easements granted herein shall be constructed or erected, nor shall any Party obstruct or interfere with the use of such easements in any other manner. The Easement Area may be used solely for the limited purposes set forth herein by the Parties and their guests, invitees,

members, employees, agents, servants, tenants, and contractors for access by pedestrians, bicycles (and other forms of self-propelled motion), and motor vehicles to and from the Parties' properties.

6. **Maintenance**. Association hereby agrees, at Association's sole cost and expense, to maintain, inspect and repair the portion of the Easement Area located on the Association Property and the Utility Improvements that benefit Association located on the Owner Property in good order and condition. Owner hereby agrees, at Owner' sole cost and expense, to maintain, inspect and repair the portion of the Easement Area located on the Owner Property and the Utility Improvements that benefit Owner located on the Association Property in good order and condition. Notwithstanding the foregoing, if either Party fails to meet its maintenance obligations set forth in this Section 6, the other Party may perform the necessary maintenance and repairs to the Easement Area and Utility Improvements. The non-performing Party shall reimburse the other Party for all costs and expenses incurred in maintaining and repairing the Easement Area and Utility Improvements within sixty (60) days of receiving written notice thereof. In addition, Owner shall pay to Association a monthly fee for its proportionate share of the actual costs and expenses that Association incurs to maintain and repair the Clubhouse and Pool, which amount shall be calculated as a fraction, the numerator of which is the number of residential units located on the Owner Property (beginning at the time Owner receives a certificate of occupancy for each residential unit) and the denominator of which is the total number of residential units located on the Owner Property and the Association Property.

7. **Liens**. Each Party performing, or causing to be performed, any work with respect to the Easement Area (the "Performing Party") shall keep the Easement Area and the other Party's property free from any liens arising out of any work performed, materials furnished, or obligations incurred by or for the Performing Party.

8. **Compliance with Laws**. The Parties will comply with all present or future laws, statutes, codes, acts, ordinances, rules, regulations, orders, judgments, decrees, injunctions, rules, regulations, permits, licenses, authorizations, directions and requirements of and agreements with all governments, departments, commissions, boards, courts, authorities, agencies, officials and officers, foreseen or unforeseen, ordinary or extraordinary, including, without limitation, any building, zoning and land use laws.

9. **Indemnification**. The Parties and their successors and assigns hereby agree to indemnify, defend and hold each other harmless from and against any and all liens, encumbrances, costs, demands, claims, judgments, and/or damage caused by or arising out of: (i) the acts and omissions of such Party and their agents, servants, employees, and/or contractors; (ii) the use of the Easement Area, Access Improvements, and the Utility Improvements by such Party, their agents, servants, employees, or contractors; and (iii) any work performed on the Easement Area, Access Improvements, and the Utility Improvements by such Party or their successors or assigns, and their agents, servants, employees, consultants and/or contractors. The terms and conditions of this provision shall remain effective, notwithstanding the expiration or termination of this Agreement.

10. **Insurance.** Each of the Parties shall obtain and maintain a policy of general commercial liability insurance sufficient to insure their respective interests against claims for

personal injury, bodily injury, death, and property damage occurring on, in or about the Easement Area. Each Party shall name the other Party as an additional insured under their respective general commercial liability insurance. Each Party is responsible for advising the other Party of any change in ownership of their respective properties affected by the Easement Area so that the proper owner can be included as an additional insured under the respective general commercial liability insurance.

11. **Notices**. Any notice required or desired to be given under this Agreement will be considered given: (i) when delivered in person to the recipient named below, (ii) when delivered by a reputable overnight delivery service, or (iii) three (3) days after deposit in the United States mail in a sealed envelope or container, either registered or certified mail, return receipt requested, postage prepaid, addressed by name to the person and party intended. All notices shall be given at the following addresses:

If to Association: _____
_____
_____
_____

If to Owner: _____
_____
_____
_____

Either party may designate a different individual or address for notices, by giving written notice thereof in the manner described above.

12. **No Public Use/Dedication**. The Easement Area is and shall at all times remain the private property of Association and Owner, respectively. The public shall not acquire nor be entitled to claim or assert any rights to the Easement Area.

13. **Rights and Obligations Binding Upon Successors and Assigns.** Each and every obligation and right hereunder runs with the respective lands of Association and of Owner and such obligations and rights herein are binding upon and run to the benefit of the respective successors and assigns of Association and of Owner.

14. **Miscellaneous**. This Agreement constitutes the entire agreement between the Parties hereto pertaining to the subject matter hereof and all prior and contemporaneous agreements, representations and understandings of the Parties hereto, oral or written, are hereby superseded and merged herein. No supplement, modification or amendment of this Agreement shall be binding unless in writing and executed by the Parties hereto. This Agreement shall be construed in accordance with and governed by the laws of the State of Utah. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions, whether or not similar, nor shall any waiver be a continuing waiver. No waiver shall be binding unless executed in writing by the Party making the waiver. The headings of this Agreement are for purposes of reference only and shall not limit or define the meaning of the

provisions hereof. The Recitals set forth above are incorporated into this Agreement by reference. If any provision of this Agreement or the application thereof to any person, place, or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable, or void, the remainder of this Agreement and such provisions as applied to other persons, places, and circumstances shall remain in full force and effect. This Agreement is the result of negotiations among the Parties, none of whom has acted under any duress or compulsion, whether legal, economic or otherwise. Accordingly, the terms and provisions hereof shall be construed in accordance with their usual and customary meanings. Each Party hereby waives the application of any rule of law which otherwise would be applicable in connection with the construction of this Agreement that ambiguous or conflicting terms or provisions should be construed against the Party who (or whose attorney) prepared the executed this Agreement or any earlier draft of the same. As used herein, all words in any gender shall be deemed to include the masculine, feminine, or neuter gender, all singular words shall include the plural, and all plural words shall include the singular, as the context may require. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.

[SIGNATURES AND ACKNOWLEDGEMENTS TO FOLLOW]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

ASSOCIATION:

_____,
_____

[EXHIBIT - NOT FOR EXECUTION]
By: _____
Name (Print): _____
Its: _____

OWNER:

_____,
_____

[EXHIBIT - NOT FOR EXECUTION]
By: _____
Name (Print): _____
Its: _____

[ADD ACKNOWLEDGEMENTS]

[INSERT APPLICABLE LEGAL DESCRIPTION OF ASSOCIATION PROPERTY AS EXHIBIT A AND LEGAL DESCRIPTION OF OWNER PROPERTY AS EXHIBIT B]

After Recording Return To:
P.O. Box 71565
Salt Lake City, UT 84171

AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND BY-LAWS FOR APPLEGATE CONDOMINIUMS, PHASE ONE

This Amendment to the Declaration of Covenants, Conditions, Restrictions and By-Laws for Applegate Condominiums, Phase One ("Declaration"), is executed on the date set forth below by The Applegate Homeowners Association, a Utah nonprofit corporation ("Association").

RECITALS

A. Real property in Salt Lake County, Utah known as Applegate Condominiums, Phase One (the "Project"), was subjected to covenants, conditions and restrictions pursuant to the Declaration, which was recorded in the office of the County Recorder of Salt Lake County, State of Utah on or about July 3, 1973 as Entry No. 2551664, In Book 3364, at Page 196 of the official records – recorded simultaneously with the Declaration was appendix "C" to said Declaration, consisting of the By-Laws of Applegate Condominiums, Phase One (the "Original By-Laws");

B. The Declaration was amended by a written instrument entitled Amendment to Declaration of Covenants, Conditions, Restrictions and By-laws for Applegate Condominiums on August 2, 1973 as Entry No. 2558801 in Book 3386 at Page 21 of the official records of the County Recorder of Salt Lake County, Utah;

C. On or about January 6, 2004, a document entitled "By-Laws of Applegate Home Owners Association, Inc., A Utah not-for-profit corporation" (the "2004 By-Laws") was recorded on the official records of the County Recorder of Salt Lake County, Utah as Entry No. 8941472, Book 8931, Pages 1600-1613;

D. The Declaration was again amended by a written instrument entitled Amendment to Declaration of Covenants, Conditions and Restrictions for Applegate Condominiums on April 9, 2004 as Entry 9029411 in Book 8971 at Pages 578-586 of the official records of the County Recorder of Salt Lake County, Utah;

E. Unless otherwise expressly stated herein, all capitalized terms in this amendment shall have the same meaning as given to them in the Declaration;

F. This amendment shall be binding against the property described in EXHIBIT A and the Declaration and any annexation or supplement thereto;

G. The first purpose of this Amendment is to exclude and remove a portion of the real property described in EXHIBIT A from the provisions of the Declaration, any amendments to the Declaration, as well as from the provisions of both the Original By-Laws and 2004 By-

Laws - the real property to be excluded and removed as described above is more particularly described on EXHIBIT B to this Amendment (hereinafter, the "Excess Common Area");

H. The second purpose of this Amendment is to grant the management committee (as such term is defined in Article I, Section 2(N) of the Declaration) the power to execute, on behalf of the Association, a purchase and sale agreement to sell the Excess Common Area and to execute any other documentation reasonably necessary or convenient to such sale and the development of the Excess Common Area, such documents including but not being limited to amendments to the Declaration, amendments to any and all applicable plats, and easements;

I. The President and Secretary certify that condominium unit owners representing two-thirds of the undivided interests in the common area and facilities affirmatively approved this Amendment, as required by Article 25 of the Declaration;

NOW, THEREFORE, the Association, by and through the management committee, hereby amends the Declaration as follows:

The Declaration shall be amended to add the following new Articles, which shall read as follows:

33. **Power of Management Committee to Sell Excess Common Area.**

Anything herein to the contrary notwithstanding, the management committee shall have the power to sub-divide common areas, execute purchase and sales contracts, execute deeds, and amend or cause to be amended the Map (or any amendments thereto) as may be necessary or convenient to a sale of the real property described in Appendix E (the "Excess Common Area"). The management committee shall also have the power to record or cause to be recorded such documents. The management committee shall further have the power to grant, execute, and record or cause to be recorded such easements as may be necessary or convenient to the sale of said Excess Common Area, including but not limited to easements encumbering the Excess Common Area benefitting, in whole or in part, the Association or its members. The powers described in this Article shall only apply to a sale of the Excess Common Area, and not in relation to any other sale or portion of the common areas or facilities.

34. **Removal of Excess Common Area from Declaration**

Anything herein to the contrary notwithstanding, upon the management committee's execution and recordation of a deed conveying the Excess Common Area, such Excess Common Area shall be excluded and unencumbered from this Declaration.

Appendix D is hereby added to the Declaration, and shall consist of Exhibit B to this Amendment.

[Signatures and Acknowledgement to Follow]

IN WITNESS WHEREOF, the Association, by and through its President and Secretary, has executed this Amendment to the Declaration as of the ___ day of _____, 2020.

THE APPLEGATE HOMEOWNERS ASSOCIATION,
A UTAH NONPROFIT CORPORATION

By: _____
Name: _____
Its: President

By: _____
Name: _____
Its: Secretary

STATE OF UTAH)
:ss
County of Salt Lake)

On the __ day of _____, 2020, personally appeared _____ _____and _____who, being first duly sworn, did that say that they are the President and Secretary of the Association and that said instrument was signed and sealed in behalf of said Association by authority of its management committee; and each of them acknowledged said instrument to be their voluntary act and deed.

_____
Notary Public for Utah

EXHIBIT A

LEGAL DESCRIPTION

The land described in the foregoing document is located in Salt Lake County, Utah and is described more particularly as follows:

Lot No.	Parcel No.
AREA	21-11-478-001-0000
100	21-11-478-002-0000
101	21-11-478-003-0000
102	21-11-478-004-0000
103	21-11-478-005-0000
104	21-11-478-006-0000
105	21-11-478-007-0000
106	21-11-478-008-0000
107	21-11-478-009-0000
108	21-11-478-010-0000
109	21-11-478-011-0000
110	21-11-478-012-0000
111	21-11-478-013-0000
112	21-11-478-014-0000
113	21-11-478-015-0000
114	21-11-478-016-0000
115	21-11-478-017-0000
116	21-11-478-018-0000
117	21-11-478-019-0000
118	21-11-478-020-0000
119	21-11-478-021-0000
120	21-11-478-022-0000
121	21-11-478-023-0000
122	21-11-478-024-0000
123	21-11-478-025-0000
124	21-11-478-026-0000
125	21-11-478-027-0000
126	21-11-478-028-0000
127	21-11-478-029-0000
128	21-11-478-030-0000
129	21-11-478-031-0000
130	21-11-478-032-0000
131	21-11-478-033-0000
132	21-11-478-034-0000
133	21-11-478-035-0000
134	21-11-478-036-0000
135	21-11-478-037-0000
136	21-11-478-038-0000
137	21-11-478-039-0000
138	21-11-478-040-0000

Lot No.	Parcel No.
139	21-11-478-041-0000
140	21-11-478-042-0000
141	21-11-478-043-0000
142	21-11-478-044-0000
143	21-11-478-045-0000
144	21-11-478-046-0000
145	21-11-478-047-0000
146	21-11-478-048-0000
147	21-11-478-049-0000
148	21-11-478-050-0000
149	21-11-478-051-0000
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151	21-11-478-053-0000
152	21-11-478-054-0000
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160	21-11-478-062-0000
161	21-11-478-063-0000
162	21-11-478-064-0000
163	21-11-478-065-0000
164	21-11-478-066-0000
165	21-11-478-067-0000
166	21-11-478-068-0000
167	21-11-478-069-0000
168	21-11-478-070-0000
169	21-11-478-071-0000
170	21-11-478-072-0000
171	21-11-478-073-0000
172	21-11-478-074-0000
173	21-11-478-075-0000
174	21-11-478-076-0000
175	21-11-478-077-0000
176	21-11-478-078-0000
177	21-11-478-079-0000
178	21-11-478-080-0000

Lot No.	Parcel No.
179	21-11-478-081-0000
180	21-11-478-082-0000
181	21-11-478-083-0000
182	21-11-478-084-0000
183	21-11-478-085-0000
184	21-11-478-086-0000
185	21-11-478-087-0000
186	21-11-478-088-0000
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Lot No.	Parcel No.
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269	21-11-478-171-0000
270	21-11-478-172-0000
271	21-11-478-173-0000

EXHIBIT B

[Legal Description of the Excess Common Area]

Beginning at a point that is located on the bounds of Clover Crest #3 Subdivision and Applegate Condominiums, said point lies North 0°14'20" West, 2,640.32 feet (basis of bearing) to the Southeast Corner of Section 11, and North 0°02'02" West, 1,352.38 feet and West, 785.12 feet from the East Quarter Corner of Section 14 , Township 2 South, Range 1 West, Salt Lake Basin Meridian. and running Beginning at a point that is located, Thence South 06° 59' 49" West a distance of 203.15 feet, Thence North 90° 00' 00" West a distance of 112.00 feet, Thence South 00° 00' 00" West a distance of 102.00 feet, Thence South 46° 00' 00" East a distance of 73.00 feet, Thence North 90° 00' 00" East a distance of 74.00 feet, Thence South 59° 00' 00" East a distance of 37.06 feet to the beginning of a non-tangential curve, Said curve bears to the left through an angle of 42° 07' 50", having a radius of 130.78 feet with an arc distance of 96.16 feet, Thence South 14° 27' 43" East a distance of 162.46 feet, Thence South 25° 17' 51" West a distance of 65.02 feet to the North bounds of Majestic Village Plat E Subdivision, Thence North 65° 17' 37" West a distance of 46.72 feet, Thence North 65° 02' 02" West a distance of 67.60 feet to the beginning of a curve, Said curve bears to the right through an angle of 28° 24' 40", having a radius of 560.00 feet with an arc distance of 277.69 feet, non-tangential line. Thence South 59° 57' 58" West a distance of 0.83 feet to the North bounds of Majestic Village Plat F Subdivision said point also being the beginning of a non-tangential curve, Said curve bears to the right through an angle of 11° 26' 34", having a radius of 560.00 feet with an arc distance of 111.84 feet, Thence North 25° 02' 02" West a distance of 150.00 feet to the beginning of a curve, Said curve bears to the left through 40° 26' 33", having a radius of 130.00 feet with an arc distance of 91.76 feet, Said curve bears to the left through an angle of 47° 46' 32", having a radius of 230.00 feet with an arc distance of 191.78 feet, non-tangential line. Thence North 23° 06' 27" West a distance of 71.37 feet to the bounds of said Clover Crest #3 Subdivision , Thence North 66° 53' 33" East a distance of 314.94 feet, Thence North 50° 00' 00" East a distance of 41.58 feet, Thence South 36° 36' 10" East a distance of 72.41 feet to the beginning of a curve, Said curve bears to the left through an angle of 54° 52' 07", having a radius of 150.00 feet with an arc distance of 143.65 feet, Thence North 88° 31' 43" East a distance of 85.85 feet to the beginning of a curve, Said curve bears to the left through an angle of 34° 48' 15", having a radius of 100.00 feet with an arc distance of 60.74 feet, Thence North 53° 43' 28" East a distance of 76.01 feet to the point of beginning.

Containing 22,621 Square Feet or 5.11 Acres









FEHR PEERS

Applegate Expansion Traffic Impact Study

MEMORANDUM

Date: May 29, 2019

To: Quinn Millet, Millet Appraisal Services

From: Christopher Bender, EIT, Fehr & Peers
Seishi Yamagata, PE, Fehr & Peers

Subject: Applegate Expansion Traffic Impact Study

UT19-2157

EXECUTIVE SUMMARY

The purpose of this study is to determine the potential impacts to traffic conditions due to the proposed Applegate Expansion in Murray, Utah located northwest of 5300 W & Murray Boulevard on Applegate Drive. Under current conditions, the study intersections operate at acceptable delays and Levels of Service (LOS), with the exception of the westbound traffic at the Applegate Drive & Murray Boulevard intersection, which currently operates at LOS E and F in the AM and PM peak hours, respectively. This is caused by heavy through-movement volumes on Murray Boulevard which increase the delay for the side-street stop controlled left-turning vehicles. However, the intersection has "keep clear" striping to prevent the southbound queues at 5300 S & Murray Boulevard from blocking the intersection at Applegate Drive. During data collection, the southbound queue at 5300 S & Murray Boulevard was observed to occasionally extend back to Applegate drive, but when that would happen, the southbound drivers on Murray Boulevard allowed the side-street vehicles to turn onto Murray Boulevard with minimal delay. This is not captured in Synchro's analysis methodology, so the reported delay is likely overstated. Furthermore, the east and westbound queue lengths are contained on the minor street driveways.

With project-generated traffic from the proposed Applegate Expansion, all study intersections continue to operate with the same LOS as in existing conditions with minor increases in delay to the study intersections. Therefore, no mitigations are recommended for existing plus project conditions. A summary of the delay and LOS for each condition is shown in **Table ES-1**.

TABLE ES-1 LEVEL OF SERVICE RESULTS SUMMARY

	Intersection (Control)	Period	Existing 2019	Existing Plus Project
			LOS & Delay (Sec/Veh)	LOS & Delay (Sec/Veh)
1	Murray Boulevard & 5300 South (Signal)[1]	AM	31 / C	31 / C
		PM	28 / C	29 / C
2	Murray Boulevard & Applegate Drive (Side Street Stop)[2]	AM	36 / E	38 / E
		PM	70 / F	83 / F
3	College Drive & 5300 South (Signal)[1]	AM	13 / B	13 / B
		PM	29 / C	29 / C

1. Signalized intersections: overall intersection LOS and delay reported.
2. Unsignalized intersections: worst movement LOS and delay reported.

Source: Fehr & Peers, 2019

INTRODUCTION

The purpose of this study is to determine the potential impacts to traffic conditions due to the completion of the proposed Applegate Expansion to be located northwest of 5300 S & Murray Boulevard on Applegate Drive. The proposed expansion is composed of 48 total townhomes and will use the development's existing access on Applegate Drive & Murray Boulevard. **Figure 1** shows the project site plan. This memorandum will discuss:

- The existing conditions in the study area.
- Intersection conditions with additional traffic from the proposed Applegate Expansion.

STUDY AREA

This study analyzes the traffic operations at the following study intersections:

1. 5300 S & Murray Boulevard
2. Applegate Drive & Murray Boulevard
3. 5300 S & College Drive

DATA COLLECTION

Traffic counts at the study intersections were collected to establish a baseline of existing conditions and operations for the area. At the study intersections, AM peak period traffic counts were recorded from 7:00 AM to 9:00 AM and PM peak period traffic counts were recorded from 4:00 PM to 6:00 PM on Wednesday, May 15th, 2019. The AM and PM peak hours were 7:30-8:30 AM and 4:45-5:45 PM, respectively.



LEGEND

- PROPERTY BOUNDARY
- PROPOSED TOWNHOMES (22' x 44', 10 UNITS)
- PROPOSED DUPLEXES (26' X 34', 38 UNITS)
- PROPOSED ASPHALT ROADWAY
- PROPOSED CONCRETE
- PROPOSED GRASS
- PROPOSED TREES
- EXISTING TREES
- PROPOSED STREET LIGHTS
- EXISTING BUILDINGS

* TOTAL TOWNHOME UNITS = 48

SECTION A-A - APPLEGATE DRIVE

CALL BEFORE YOU DIG. IT'S FREE & IT'S THE LAW. BLUE STAKES OF UTAH 1-800-662-4111 208-2100

DRAWING TITLE

SITE PLAN

CLEINT

QUINN MILLET

COMPLETION STATUS

PRELIMINARY PLANS

PROJECT

APPLEGATE CONDOMINIUMS
MURRAY, UT

GENERAL

N

S

30 0 15 30 60

Scale (24" x 36") 1 in. = 30 FT.

REVISIONS:

REV #	DESCRIPTION	DATE

WEBER ENGINEERING COLLECTIVE

CIVIL• PLANNING• SURVEYING

SALT LAKE CITY, UTAH
PHONE (385) 229-9663

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STAMP

PROJECT NO. W-18-15

DATE 03/07/19

DRAWN BY: JACOB WEBER, P.E.

CKD BY:

SHEET NUMBER C-01

ANALYSIS METHODOLOGY

Level of Service (LOS) is a term that describes the operating performance of an intersection or roadway. LOS is measured quantitatively and reported on a scale from A to F, with A representing the best performance and F the worst. **Table 1** provides a brief description of each LOS letter designation and an accompanying average delay per vehicle for unsignalized intersections. The Highway Capacity Manual 6th Edition (HCM 6) methodology was used in this study to remain consistent with "state-of-the-practice" professional standards.

TABLE 1 LEVEL OF SERVICE DESCRIPTIONS

LOS	Description	Signalized Intersections	Unsignalized Intersections
		Avg. Delay (sec/veh)[1]	Avg. Delay (sec/veh)[2]
A	*Free Flow / Insignificant Delay* Extremely favorable progression. Individual users are virtually unaffected by others in the traffic stream.	< 10.0	< 10.0
B	*Stable Operations / Minimum Delays* Good progression. The presence of other users in the traffic stream becomes noticeable.	> 10.0 to 20.0	> 10.0 to 15.0
C	*Stable Operations / Acceptable Delays* Fair progression. The operation of individual users is affected by interactions with others in the traffic stream	> 20.0 to 35.0	> 15.0 to 25.0
D	*Approaching Unstable Flows / Tolerable Delays* Marginal progression. Operating conditions are noticeably more constrained.	> 35.0 to 55.0	> 25.0 to 35.0
E	*Unstable Operations / Significant Delays Can Occur* Poor progression. Operating conditions are at or near capacity.	> 55.0 to 80.0	> 35.0 to 50.0
F	*Forced, Unpredictable Flows / Excessive Delays* Unacceptable progression with forced or breakdown of operating conditions.	> 80.0	> 50.0

1. Overall intersection LOS and average delay (seconds/vehicle) for all approaches.
2. Worst approach LOS and delay (seconds/vehicle) only.

Source: Fehr & Peers descriptions, based on *Highway Capacity Manual 6th Edition*.

EXISTING CONDITIONS

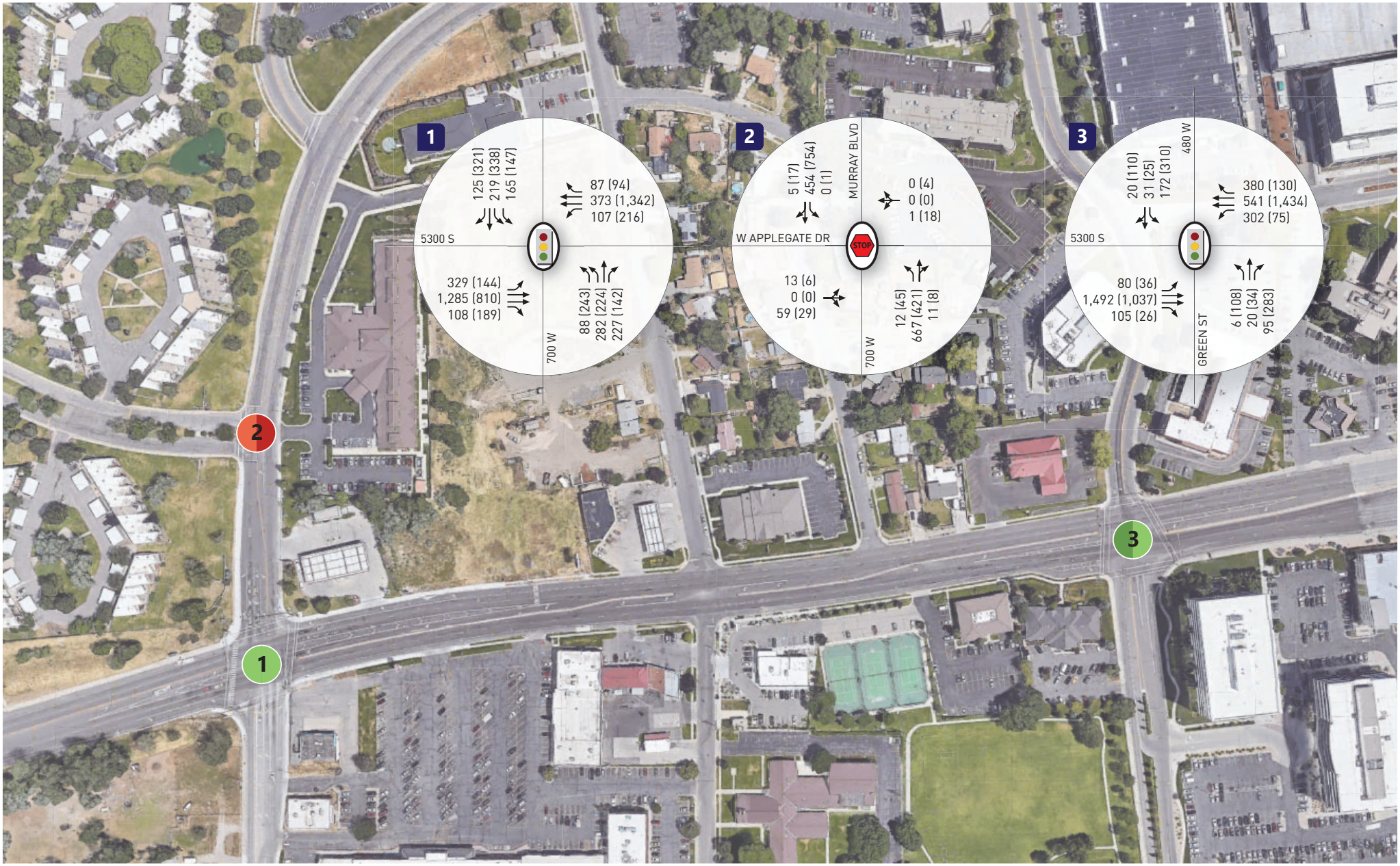
PURPOSE

The purpose of the existing (2019) conditions analysis is to study the intersections during the peak travel periods of the day under existing traffic and geometric conditions. Through this analysis, existing traffic operational deficiencies can be identified.

LEVEL OF SERVICE ANALYSIS

Existing AM and PM peak hour volumes as counted for this study are shown in **Figure 2**. Using Synchro software and the HCM 6 delay thresholds introduced above, the existing AM and PM peak hour LOS were computed for each study intersection (see **Appendix A** for detailed LOS reports). The results of this analysis are reported in **Table 2**.

As shown in **Table 2**, the study intersections at 5300 S & Murray Boulevard and at 5300 S and College Drive operate at acceptable delays and LOS (LOS D or better). The intersection at Applegate Drive & Murray Boulevard operates at LOS E and F in the AM and PM peak hours, respectively. This is caused by heavy through-movement volumes on Murray Boulevard which increase the delay for the side-street stop controlled left-turning vehicles. However, the intersection has "keep clear" striping to prevent the southbound queues at 5300 S & Murray Boulevard from blocking the intersection at Applegate Drive. During data collection, the southbound queue at 5300 S & Murray Boulevard was observed to occasionally extend back to Applegate drive, but when that would happen, the southbound drivers on Murray Boulevard allowed the side-street vehicles to turn onto Murray Boulevard with minimal delay. This is not captured in Synchro's analysis methodology, so the reported delay is likely overstated. Furthermore, the east and westbound queue lengths are contained on the minor street driveways.



Applegate Expansion Traffic Impact Study

LEGEND

Level of Service A B C D E F AM PM

AM (PM) Traffic Volumes XX (YY)

FEHR PEERS

Figure 2

Existing Conditions

TABLE 2 EXISTING CONDITIONS PEAK HOUR LEVEL OF SERVICE

Intersection				Worst Movement[1]			Overall Intersection	
ID	Location	Period	Control	Movement[3]	Delay (sec/veh)	LOS	Avg. Delay (sec/veh)[2]	LOS
1	Murray Boulevard & 5300 South (Signal)	AM	Signal	-	-	-	31	C
		PM		-	-	-	28	C
2	Murray Boulevard & Applegate Drive (Side Street Stop)	AM	EB/WB Stop	WB LT	36	E	< 5	A
		PM		WB LT	70	F	< 5	A
3	College Drive & 5300 South (Signal)	AM	Signal	-	-	-	13	B
		PM		-	-	-	29	C

1. This represents the worst movement LOS and delay (seconds/vehicle) and is only reported for unsignalized intersections.
2. This represents the overall intersection LOS and delay (seconds/vehicle).
3. NB=Northbound, SB=Southbound, EB=Eastbound, WB=Westbound, LT=Left-turn, RT=Right-turn, and TH=Through

Source: Fehr & Peers 2019.

PROJECT CONDITIONS

PURPOSE

The project conditions analysis explains the type and intensity of the proposed development in the study area. This analysis provides the basis for trip generation, distribution, and assignment of project trips to the surrounding study intersections defined in the Introduction.

PROPOSED DEVELOPMENT

The proposed Applegate Expansion will be located on Applegate Drive just northwest of the intersection at northwest of 5300 W & Murray Boulevard. The proposed expansion is composed of 48 total townhomes and will use the development's existing access on Applegate Drive & Murray Boulevard.

TRIP GENERATION

Trip generation for the project was computed using trip generation rates published in the Institute of Transportation Engineers (ITE) Trip Generation, 10th Edition, 2017. According to the ITE manual, the townhomes being built as part of this expansion classified as Multifamily Housing (Low-Rise), so the rates described for ITE Land use code 220 were used for trip generation. **Table 3** shows the AM and PM peak hour trip generation for the proposed Applegate Expansion.

TABLE 3 APPLEGATE EXPANSION TRIP GENERATION

Land Use[1]	Number of Units	Unit Type	AM Peak Hour Trip Generation[2]	% Entering[3]	% Exiting[3]	Trips Entering	Trips Exiting	**New AM Peak Hour Trips**
Multifamily Housing (220)	48	Dwelling Unit	24	23%	77%	5	19	**24**
Net Weekday AM Peak Hour Trips						**5**	**19**	**24**
Land Use[1]	Number of Units	Unit Type	PM Peak Hour Trip Generation[2]	% Entering[3]	% Exiting[3]	Trips Entering	Trips Exiting	**New PM Peak Hour Trips**
Multifamily Housing (220)	48	Dwelling Unit	31	63%	37%	19	12	**31**
Net Weekday PM Peak Hour Trips						**19**	**12**	**31**

1. (XXX) Indicates ITE Land Use Code. Land Use Code from the Institute of Transportation Engineers - 10th Edition Trip Generation Manual (ITE Manual)
2. Traffic Generated by the development according to trip generation rates provided in the ITE Manual
3. Percentage of trips Entering and Exiting the development according to the ITE Manual.

SOURCE: Fehr & Peers, 2019

TRIP DISTRIBUTION AND ASSIGNMENT

Project traffic was assigned to the roadway network based on the proximity to major streets and freeways, roadway network, high population densities, and regional trip attractions. Existing travel patterns observed during data collection also provided helpful guidance to establish these distribution percentages, especially in close proximity to the site.

The project-generated trips were distributed to and from these directions in the corresponding percentages:

- 20% North (using Murray Boulevard)
- 20% West (using 5300 South)
- 35% East (using 5300 South)
- 25% South (using Murray Boulevard)

These trip distribution assumptions were used to distribute project generated traffic to the study area intersections for existing plus project conditions, as shown in **Figure 3**.



Applegate Expansion Traffic Impact Study

LEGEND

AM (PM) Traffic Volumes XX (YY)

FEHR PEERS

Figure 3

Project Volumes

EXISTING PLUS PROJECT CONDITIONS

PURPOSE

The purpose of the existing plus project analysis is to evaluate the impact of the proposed development after completion on the study intersections and roadways. In order to analyze this impact, the existing weekday AM and PM peak hour traffic volumes were combined with volumes generated by the proposed project for the AM and PM peak hour. Intersection LOS analyses were then performed to show the impact of the proposed development.

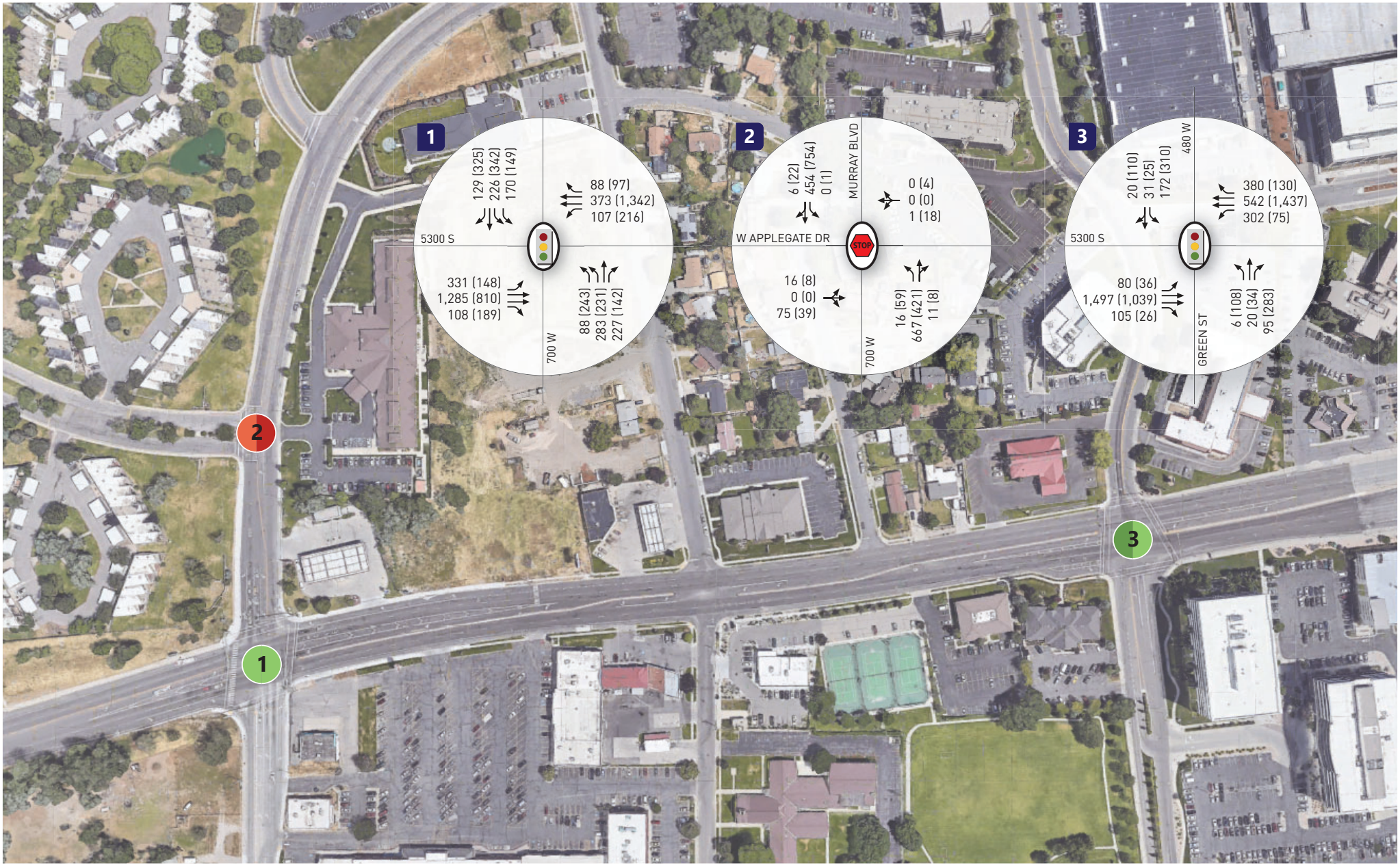
TRAFFIC VOLUMES

In order to evaluate the impacts of the proposed development, project-generated traffic (**Figure 3**) was added to the existing AM and PM peak hour volumes (**Figure 2)** to yield "existing plus project" weekday peak hour traffic volumes at the study intersections. The resulting traffic volumes are displayed in **Figure 4**.

LEVEL OF SERVICE ANALYSIS

Using Synchro software and the HCM 6 delay thresholds introduced above in **Table 1**, the existing plus project AM and PM peak hour LOS were computed for each study intersection (see Appendix A for detailed LOS reports). The results of this analysis are reported in **Table 4**.

As shown in **Table 4**, all intersections continue to operate at the same LOS as in the existing conditions, with minor additions to the delay at Murray Boulevard & 5300 S and at Murray Boulevard & Applegate Drive. Similar to the existing conditions analysis, the Synchro analysis reports Murray Boulevard & Applegate Drive operating at LOS E and F in the AM and PM peak hours, respectively. Applegate Drive's delay in this scenario is likely overstated for the same reason as the existing conditions analysis: southbound vehicles along Murray Boulevard were observed to keep clear from the intersection at Applegate Drive as required by the keep clear striping along southbound Murray Boulevard. Furthermore, the east and westbound queue lengths are contained on the minor street driveways. It should also be noted that Rome Beauty Park is proposed to add a connection to Glendon Street, which would allow vehicles to turn onto Murray Boulevard to alleviate delay experienced at Applegate Drive and avoid the southbound queue on Murray Boulevard. Therefore, no mitigations are recommended for existing plus project conditions.



Applegate Expansion Traffic Impact Study

LEGEND

Level of Service A B C D E F AM PM

AM (PM) Traffic Volumes XX (YY)

FEHR PEERS

Figure 4

Existing + Project Conditions

TABLE 4 EXISTING PLUS PROJECT CONDITIONS PEAK HOUR LEVEL OF SERVICE

Intersection				Worst Movement[1]			Overall Intersection	
ID	Location	Period	Control	Movement[3]	Delay (sec/veh)	LOS	Avg. Delay (sec/veh)[2]	LOS
1	Murray Boulevard & 5300 South (Signal)	AM	Signal	-	-	-	31	C
		PM		-	-	-	29	C
2	Murray Boulevard & Applegate Drive (Side Street Stop)	AM	EB/WB Stop	WB LT	37	E	< 5	A
		PM		WB LT	83	F	< 5	A
3	College Drive & 5300 South (Signal)	AM	Signal	-	-	-	13	B
		PM		-	-	-	29	C

1. This represents the worst movement LOS and delay (seconds/vehicle) and is only reported for unsignalized intersections.
2. This represents the overall intersection LOS and delay (seconds/vehicle).
3. NB=Northbound, SB=Southbound, EB=Eastbound, WB=Westbound, LT=Left-turn, RT=Right-turn, and TH=Through

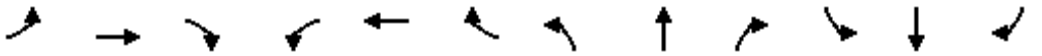
Source: Fehr & Peers 2019.

CONCLUSION

The analysis has shown that traffic generated by the proposed Applegate Expansion will have minimal impacts to the existing conditions in the study area. No mitigations are recommended at this study area.

Quinn Millett
May 2019

APPENDIX A
SYNCHRO REPORTS



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	329	1285	108	107	373	87	88	282	227	165	219	125
Future Volume (veh/h)	329	1285	108	107	373	87	88	282	227	165	219	125
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		0.97	1.00		0.97	1.00		0.99	1.00		0.98
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	358	1397	50	116	405	34	96	307	100	179	238	24
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	662	1761	759	216	1504	652	307	352	295	235	313	260
Arrive On Green	0.13	0.50	0.50	0.11	0.85	0.85	0.09	0.19	0.19	0.07	0.17	0.17
Sat Flow, veh/h	1781	3554	1533	1781	3554	1539	3456	1870	1570	3456	1870	1557
Grp Volume(v), veh/h	358	1397	50	116	405	34	96	307	100	179	238	24
Grp Sat Flow(s),veh/h/ln	1781	1777	1533	1781	1777	1539	1728	1870	1570	1728	1870	1557
Q Serve(g_s), s	13.1	39.2	1.3	4.4	2.7	0.3	3.1	19.1	5.4	6.1	14.6	1.1
Cycle Q Clear(g_c), s	13.1	39.2	1.3	4.4	2.7	0.3	3.1	19.1	5.4	6.1	14.6	1.1
Prop In Lane	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Lane Grp Cap(c), veh/h	662	1761	759	216	1504	652	307	352	295	235	313	260
V/C Ratio(X)	0.54	0.79	0.07	0.54	0.27	0.05	0.31	0.87	0.34	0.76	0.76	0.09
Avail Cap(c_a), veh/h	662	1761	759	271	1504	652	307	405	340	389	468	389
HCM Platoon Ratio	1.00	1.00	1.00	2.00	2.00	2.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	0.94	0.94	0.94	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	14.4	25.2	6.4	21.9	5.5	2.7	51.2	47.3	27.8	55.0	47.7	22.5
Incr Delay (d2), s/veh	0.5	3.8	0.2	0.7	0.4	0.1	0.2	15.4	0.3	1.9	1.7	0.1
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	5.1	16.4	0.7	1.7	1.0	0.2	1.4	10.3	2.5	2.7	6.9	0.6
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	14.9	28.9	6.5	22.6	5.9	2.9	51.5	62.7	28.1	56.9	49.4	22.6
LnGrp LOS	B	C	A	C	A	A	D	E	C	E	D	C
Approach Vol, veh/h		1805			555			503			441	
Approach Delay, s/veh		25.5			9.2			53.7			51.0	
Approach LOS		C			A			D			D	

Timer - Assigned Phs	1	2	3	4	5	6	7	8
Phs Duration (G+Y+Rc), s	20.0	56.8	13.6	29.6	11.3	65.5	16.1	27.1
Change Period (Y+Rc), s	5.0	6.0	5.5	7.0	5.0	6.0	5.5	7.0
Max Green Setting (Gmax), s	15.0	42.0	13.5	26.0	10.0	47.0	9.5	30.0
Max Q Clear Time (g_c+I1), s	15.1	4.7	8.1	21.1	6.4	41.2	5.1	16.6
Green Ext Time (p_c), s	0.0	0.9	0.1	0.3	0.0	2.3	0.0	0.4

Intersection Summary	
HCM 6th Ctrl Delay	30.5
HCM 6th LOS	C

Notes

User approved pedestrian interval to be less than phase max green.

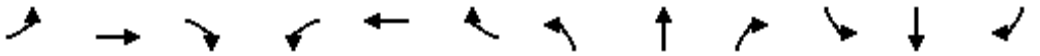
Intersection	
Int Delay, s/veh	1

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	13	0	59	1	0	0	12	667	11	0	454	5
Future Vol, veh/h	13	0	59	1	0	0	12	667	11	0	454	5
Conflicting Peds, #/hr	1	0	1	1	0	1	1	0	1	1	0	1
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	50	-	-	-	50	-	-	50	-	20
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	90	90	90	90	90	90	90	90	90	90	90	90
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	14	0	66	1	0	0	13	741	12	0	504	6

Major/Minor	Minor2			Minor1			Major1			Major2		
Conflicting Flow All	1279	1285	506	1315	1285	749	511	0	0	754	0	0
Stage 1	505	505	-	774	774	-	-	-	-	-	-	-
Stage 2	774	780	-	541	511	-	-	-	-	-	-	-
Critical Hdwy	7.12	6.52	6.22	7.12	6.52	6.22	4.12	-	-	4.12	-	-
Critical Hdwy Stg 1	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Follow-up Hdwy	3.518	4.018	3.318	3.518	4.018	3.318	2.218	-	-	2.218	-	-
Pot Cap-1 Maneuver	143	165	566	135	165	412	1054	-	-	856	-	-
Stage 1	549	540	-	391	408	-	-	-	-	-	-	-
Stage 2	391	406	-	525	537	-	-	-	-	-	-	-
Platoon blocked, %								-	-		-	-
Mov Cap-1 Maneuver	141	163	565	118	163	411	1053	-	-	855	-	-
Mov Cap-2 Maneuver	141	163	-	118	163	-	-	-	-	-	-	-
Stage 1	542	539	-	386	403	-	-	-	-	-	-	-
Stage 2	386	401	-	464	536	-	-	-	-	-	-	-

Approach	EB	WB	NB	SB
HCM Control Delay, s	16	35.8	0.1	0
HCM LOS	C	E		

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1	EBLn2	WBLn1	SBL	SBT	SBR
Capacity (veh/h)	1053	-	-	141	565	118	855	-	-
HCM Lane V/C Ratio	0.013	-	-	0.102	0.116	0.009	-	-	-
HCM Control Delay (s)	8.5	-	-	33.4	12.2	35.8	0	-	-
HCM Lane LOS	A	-	-	D	B	E	A	-	-
HCM 95th %tile Q(veh)	0	-	-	0.3	0.4	0	0	-	-



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	80	1492	105	302	541	380	6	20	95	172	31	20
Future Volume (veh/h)	80	1492	105	302	541	380	6	20	95	172	31	20
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		0.98	1.00		0.97	0.95		0.97	0.99		0.98
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	92	1715	38	347	622	343	7	23	32	198	36	2
Peak Hour Factor	0.87	0.87	0.87	0.87	0.87	0.87	0.87	0.87	0.87	0.87	0.87	0.87
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	422	1964	860	388	2084	944	158	118	97	277	241	13
Arrive On Green	0.08	1.00	1.00	0.10	0.61	0.61	0.01	0.06	0.06	0.08	0.14	0.14
Sat Flow, veh/h	1781	3554	1556	1781	3404	1542	1781	1870	1531	1781	1753	97
Grp Volume(v), veh/h	92	1715	38	347	622	343	7	23	32	198	0	38
Grp Sat Flow(s),veh/h/ln	1781	1777	1556	1781	1702	1542	1781	1870	1531	1781	0	1850
Q Serve(g_s), s	2.7	0.0	0.0	9.6	10.4	13.3	0.4	1.4	2.4	10.0	0.0	2.2
Cycle Q Clear(g_c), s	2.7	0.0	0.0	9.6	10.4	13.3	0.4	1.4	2.4	10.0	0.0	2.2
Prop In Lane	1.00		1.00	1.00		1.00	1.00		1.00	1.00		0.05
Lane Grp Cap(c), veh/h	422	1964	860	388	2084	944	158	118	97	277	0	255
V/C Ratio(X)	0.22	0.87	0.04	0.89	0.30	0.36	0.04	0.19	0.33	0.71	0.00	0.15
Avail Cap(c_a), veh/h	574	1964	860	464	2084	944	291	277	227	277	0	265
HCM Platoon Ratio	2.00	2.00	2.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	0.52	0.52	0.52	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00	1.00
Uniform Delay (d), s/veh	10.3	0.0	0.0	13.2	11.0	11.6	51.9	53.3	53.8	48.1	0.0	45.5
Incr Delay (d2), s/veh	0.0	3.1	0.1	15.8	0.4	1.1	0.0	0.3	0.7	7.3	0.0	0.1
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	1.0	0.8	0.0	5.0	3.8	4.5	0.2	0.7	1.0	1.5	0.0	1.0
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	10.3	3.1	0.1	29.0	11.4	12.7	51.9	53.6	54.5	55.4	0.0	45.6
LnGrp LOS	B	A	A	C	B	B	D	D	D	E	A	D
Approach Vol, veh/h		1845			1312			62			236	
Approach Delay, s/veh		3.4			16.4			53.9			53.9	
Approach LOS		A			B			D			D	

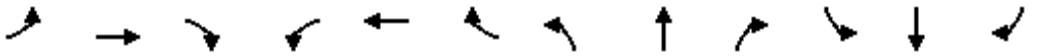
Timer - Assigned Phs	1	2	3	4	5	6	7	8
Phs Duration (G+Y+Rc), s	9.8	79.9	15.0	15.4	16.9	72.7	6.0	24.3
Change Period (Y+Rc), s	5.0	6.4	5.0	* 7.8	5.0	6.4	5.0	* 7.8
Max Green Setting (Gmax), s	15.0	53.6	10.0	* 18	17.0	51.6	10.0	* 17
Max Q Clear Time (g_c+I1), s	4.7	15.3	12.0	4.4	11.6	2.0	2.4	4.2
Green Ext Time (p_c), s	0.1	2.4	0.0	0.0	0.3	5.7	0.0	0.0

Intersection Summary	
HCM 6th Ctrl Delay	12.7
HCM 6th LOS	B

Notes

User approved pedestrian interval to be less than phase max green.

* HCM 6th computational engine requires equal clearance times for the phases crossing the barrier.



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	144	810	189	216	1342	94	243	224	142	147	338	321
Future Volume (veh/h)	144	810	189	216	1342	94	243	224	142	147	338	321
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		0.96	1.00		0.98	1.00		0.99	1.00		0.97
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	148	835	84	223	1384	39	251	231	18	152	348	180
Peak Hour Factor	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	267	1480	631	367	1580	694	274	307	258	456	405	335
Arrive On Green	0.06	0.42	0.42	0.18	0.89	0.89	0.08	0.16	0.16	0.13	0.22	0.22
Sat Flow, veh/h	1781	3554	1515	1781	3554	1560	3456	1870	1571	3456	1870	1543
Grp Volume(v), veh/h	148	835	84	223	1384	39	251	231	18	152	348	180
Grp Sat Flow(s),veh/h/ln	1781	1777	1515	1781	1777	1560	1728	1870	1571	1728	1870	1543
Q Serve(g_s), s	5.7	21.5	2.9	8.8	23.4	0.2	8.7	14.1	0.9	4.8	21.5	9.8
Cycle Q Clear(g_c), s	5.7	21.5	2.9	8.8	23.4	0.2	8.7	14.1	0.9	4.8	21.5	9.8
Prop In Lane	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Lane Grp Cap(c), veh/h	267	1480	631	367	1580	694	274	307	258	456	405	335
V/C Ratio(X)	0.55	0.56	0.13	0.61	0.88	0.06	0.92	0.75	0.07	0.33	0.86	0.54
Avail Cap(c_a), veh/h	302	1480	631	501	1580	694	274	468	393	456	468	386
HCM Platoon Ratio	1.00	1.00	1.00	2.00	2.00	2.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	0.48	0.48	0.48	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	20.4	26.7	10.6	17.5	5.0	1.3	54.9	47.8	25.2	47.3	45.2	26.1
Incr Delay (d2), s/veh	0.7	1.6	0.4	0.3	3.6	0.1	32.9	1.4	0.0	0.2	12.0	0.5
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	2.3	9.1	1.5	2.9	3.1	0.1	5.0	6.6	0.5	2.1	11.2	3.6
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	21.1	28.3	11.0	17.8	8.6	1.4	87.8	49.3	25.2	47.4	57.2	26.6
LnGrp LOS	C	C	B	B	A	A	F	D	C	D	E	C
Approach Vol, veh/h		1067			1646			500			680	
Approach Delay, s/veh		25.9			9.7			67.7			46.9	
Approach LOS		C			A			E			D	

Timer - Assigned Phs	1	2	3	4	5	6	7	8
Phs Duration (G+Y+Rc), s	12.6	59.3	21.3	26.7	16.0	56.0	15.0	33.0
Change Period (Y+Rc), s	5.0	6.0	5.5	7.0	5.0	6.0	5.5	7.0
Max Green Setting (Gmax), s	10.0	47.0	9.5	30.0	20.0	37.0	9.5	30.0
Max Q Clear Time (g_c+I1), s	7.7	25.4	6.8	16.1	10.8	23.5	10.7	23.5
Green Ext Time (p_c), s	0.0	3.9	0.0	0.4	0.2	1.9	0.0	0.5

Intersection Summary	
HCM 6th Ctrl Delay	28.1
HCM 6th LOS	C

Notes

User approved pedestrian interval to be less than phase max green.

Intersection	
Int Delay, s/veh	2.2

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	6	0	29	18	0	4	45	421	8	1	754	17
Future Vol, veh/h	6	0	29	18	0	4	45	421	8	1	754	17
Conflicting Peds, #/hr	3	0	2	1	0	2	2	0	1	2	0	3
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	50	-	-	-	50	-	-	50	-	20
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	80	80	80	80	80	80	80	80	80	80	80	80
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	8	0	36	23	0	5	56	526	10	1	943	21

Major/Minor	Minor2			Minor1			Major1			Major2		
Conflicting Flow All	1597	1598	948	1621	1614	536	967	0	0	538	0	0
Stage 1	948	948	-	645	645	-	-	-	-	-	-	-
Stage 2	649	650	-	976	969	-	-	-	-	-	-	-
Critical Hdwy	7.12	6.52	6.22	7.12	6.52	6.22	4.12	-	-	4.12	-	-
Critical Hdwy Stg 1	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Follow-up Hdwy	3.518	4.018	3.318	3.518	4.018	3.318	2.218	-	-	2.218	-	-
Pot Cap-1 Maneuver	86	106	316	83	104	545	712	-	-	1030	-	-
Stage 1	313	339	-	461	467	-	-	-	-	-	-	-
Stage 2	458	465	-	302	332	-	-	-	-	-	-	-
Platoon blocked, %								-	-		-	-
Mov Cap-1 Maneuver	80	97	314	69	95	542	710	-	-	1028	-	-
Mov Cap-2 Maneuver	80	97	-	69	95	-	-	-	-	-	-	-
Stage 1	287	338	-	424	429	-	-	-	-	-	-	-
Stage 2	417	427	-	266	331	-	-	-	-	-	-	-

Approach	EB	WB	NB	SB
HCM Control Delay, s	24.3	69.6	1	0
HCM LOS	C	F		

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1	EBLn2	WBLn1	SBL	SBT	SBR
Capacity (veh/h)	710	-	-	80	314	82	1028	-	-
HCM Lane V/C Ratio	0.079	-	-	0.094	0.115	0.335	0.001	-	-
HCM Control Delay (s)	10.5	-	-	54.6	18	69.6	8.5	-	-
HCM Lane LOS	B	-	-	F	C	F	A	-	-
HCM 95th %tile Q(veh)	0.3	-	-	0.3	0.4	1.3	0	-	-

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	36	1037	26	75	1434	130	108	34	283	310	25	110
Future Volume (veh/h)	36	1037	26	75	1434	130	108	34	283	310	25	110
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		0.98	1.00		0.97	0.99		0.98	1.00		0.99
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	47	1347	9	97	1862	159	140	44	184	403	32	43
Peak Hour Factor	0.77	0.77	0.77	0.77	0.77	0.77	0.77	0.77	0.77	0.77	0.77	0.77
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	164	1825	800	339	2493	212	367	254	211	385	116	155
Arrive On Green	0.07	1.00	1.00	0.04	0.52	0.52	0.08	0.14	0.14	0.11	0.16	0.16
Sat Flow, veh/h	1781	3554	1559	1781	4782	406	1781	1870	1553	1781	718	964
Grp Volume(v), veh/h	47	1347	9	97	1323	698	140	44	184	403	0	75
Grp Sat Flow(s),veh/h/ln	1781	1777	1559	1781	1702	1784	1781	1870	1553	1781	0	1682
Q Serve(g_s), s	1.5	0.0	0.0	3.1	36.5	36.9	8.0	2.5	13.9	13.0	0.0	4.7
Cycle Q Clear(g_c), s	1.5	0.0	0.0	3.1	36.5	36.9	8.0	2.5	13.9	13.0	0.0	4.7
Prop In Lane	1.00		1.00	1.00		0.23	1.00		1.00	1.00		0.57
Lane Grp Cap(c), veh/h	164	1825	800	339	1775	930	367	254	211	385	0	271
V/C Ratio(X)	0.29	0.74	0.01	0.29	0.75	0.75	0.38	0.17	0.87	1.05	0.00	0.28
Avail Cap(c_a), veh/h	254	1825	800	415	1775	930	412	277	230	385	0	271
HCM Platoon Ratio	2.00	2.00	2.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	0.83	0.83	0.83	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00	1.00
Uniform Delay (d), s/veh	18.9	0.0	0.0	12.6	22.5	22.6	39.8	45.9	50.9	46.2	0.0	44.2
Incr Delay (d2), s/veh	0.3	2.3	0.0	0.2	2.9	5.5	0.2	0.1	25.7	58.9	0.0	0.2
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.6	0.6	0.0	1.2	14.4	15.9	3.6	1.2	7.0	11.7	0.0	2.0
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	19.2	2.3	0.0	12.8	25.4	28.1	40.0	46.0	76.5	105.1	0.0	44.4
LnGrp LOS	B	A	A	B	C	C	D	D	E	F	A	D
Approach Vol, veh/h		1403			2118			368			478	
Approach Delay, s/veh		2.8			25.7			59.0			95.6	
Approach LOS		A			C			E			F	

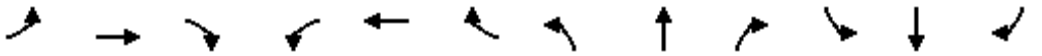
Timer - Assigned Phs	1	2	3	4	5	6	7	8
Phs Duration (G+Y+Rc), s	9.0	69.0	18.0	24.1	9.9	68.0	15.0	27.1
Change Period (Y+Rc), s	5.0	6.4	5.0	* 7.8	5.0	6.4	5.0	* 7.8
Max Green Setting (Gmax), s	10.0	55.6	13.0	* 18	10.0	55.6	13.0	* 17
Max Q Clear Time (g_c+I1), s	3.5	38.9	15.0	15.9	5.1	2.0	10.0	6.7
Green Ext Time (p_c), s	0.0	5.3	0.0	0.0	0.0	3.9	0.1	0.1

Intersection Summary	
HCM 6th Ctrl Delay	28.8
HCM 6th LOS	C

Notes

User approved pedestrian interval to be less than phase max green.

* HCM 6th computational engine requires equal clearance times for the phases crossing the barrier.



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	331	1285	108	107	373	88	88	283	227	170	226	129
Future Volume (veh/h)	331	1285	108	107	373	88	88	283	227	170	226	129
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		0.97	1.00		0.97	1.00		0.99	1.00		0.98
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	360	1397	50	116	405	35	96	308	100	185	246	28
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	659	1752	756	215	1497	648	303	352	296	241	319	265
Arrive On Green	0.13	0.49	0.49	0.11	0.84	0.84	0.09	0.19	0.19	0.07	0.17	0.17
Sat Flow, veh/h	1781	3554	1533	1781	3554	1539	3456	1870	1570	3456	1870	1557
Grp Volume(v), veh/h	360	1397	50	116	405	35	96	308	100	185	246	28
Grp Sat Flow(s),veh/h/ln	1781	1777	1533	1781	1777	1539	1728	1870	1570	1728	1870	1557
Q Serve(g_s), s	13.3	39.4	1.3	4.5	2.8	0.3	3.1	19.2	5.4	6.3	15.1	1.3
Cycle Q Clear(g_c), s	13.3	39.4	1.3	4.5	2.8	0.3	3.1	19.2	5.4	6.3	15.1	1.3
Prop In Lane	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Lane Grp Cap(c), veh/h	659	1752	756	215	1497	648	303	352	296	241	319	265
V/C Ratio(X)	0.55	0.80	0.07	0.54	0.27	0.05	0.32	0.87	0.34	0.77	0.77	0.11
Avail Cap(c_a), veh/h	659	1752	756	269	1497	648	303	405	340	389	468	389
HCM Platoon Ratio	1.00	1.00	1.00	2.00	2.00	2.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	0.94	0.94	0.94	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	14.5	25.4	6.5	22.1	5.7	2.8	51.4	47.3	27.8	54.9	47.5	22.3
Incr Delay (d2), s/veh	0.5	3.9	0.2	0.7	0.4	0.1	0.2	15.6	0.2	2.0	2.4	0.1
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	5.1	16.6	0.7	1.7	1.0	0.2	1.4	10.3	2.5	2.8	7.2	0.7
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	15.1	29.3	6.7	22.8	6.1	3.0	51.6	62.9	28.0	56.8	49.9	22.4
LnGrp LOS	B	C	A	C	A	A	D	E	C	E	D	C
Approach Vol, veh/h		1807			556			504			459	
Approach Delay, s/veh		25.8			9.4			53.8			51.0	
Approach LOS		C			A			D			D	

Timer - Assigned Phs	1	2	3	4	5	6	7	8
Phs Duration (G+Y+Rc), s	20.0	56.5	13.9	29.6	11.4	65.2	16.0	27.4
Change Period (Y+Rc), s	5.0	6.0	5.5	7.0	5.0	6.0	5.5	7.0
Max Green Setting (Gmax), s	15.0	42.0	13.5	26.0	10.0	47.0	9.5	30.0
Max Q Clear Time (g_c+I1), s	15.3	4.8	8.3	21.2	6.5	41.4	5.1	17.1
Green Ext Time (p_c), s	0.0	0.9	0.1	0.3	0.0	2.3	0.0	0.4

Intersection Summary	
HCM 6th Ctrl Delay	30.8
HCM 6th LOS	C

Notes

User approved pedestrian interval to be less than phase max green.

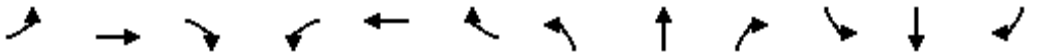
Intersection	
Int Delay, s/veh	1.3

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	16	0	75	1	0	0	16	667	11	0	454	6
Future Vol, veh/h	16	0	75	1	0	0	16	667	11	0	454	6
Conflicting Peds, #/hr	1	0	1	1	0	1	1	0	1	1	0	1
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	50	-	-	-	50	-	-	50	-	20
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	90	90	90	90	90	90	90	90	90	90	90	90
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	18	0	83	1	0	0	18	741	12	0	504	7

Major/Minor	Minor2			Minor1			Major1			Major2		
Conflicting Flow All	1289	1295	506	1334	1296	749	512	0	0	754	0	0
Stage 1	505	505	-	784	784	-	-	-	-	-	-	-
Stage 2	784	790	-	550	512	-	-	-	-	-	-	-
Critical Hdwy	7.12	6.52	6.22	7.12	6.52	6.22	4.12	-	-	4.12	-	-
Critical Hdwy Stg 1	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Follow-up Hdwy	3.518	4.018	3.318	3.518	4.018	3.318	2.218	-	-	2.218	-	-
Pot Cap-1 Maneuver	141	162	566	131	162	412	1053	-	-	856	-	-
Stage 1	549	540	-	386	404	-	-	-	-	-	-	-
Stage 2	386	402	-	519	536	-	-	-	-	-	-	-
Platoon blocked, %								-	-		-	-
Mov Cap-1 Maneuver	139	159	565	110	159	411	1052	-	-	855	-	-
Mov Cap-2 Maneuver	139	159	-	110	159	-	-	-	-	-	-	-
Stage 1	539	539	-	379	397	-	-	-	-	-	-	-
Stage 2	379	395	-	442	535	-	-	-	-	-	-	-

Approach	EB	WB	NB	SB
HCM Control Delay, s	16.4	38.1	0.2	0
HCM LOS	C	E		

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1	EBLn2	WBLn1	SBL	SBT	SBR
Capacity (veh/h)	1052	-	-	139	565	110	855	-	-
HCM Lane V/C Ratio	0.017	-	-	0.128	0.147	0.01	-	-	-
HCM Control Delay (s)	8.5	-	-	34.7	12.5	38.1	0	-	-
HCM Lane LOS	A	-	-	D	B	E	A	-	-
HCM 95th %tile Q(veh)	0.1	-	-	0.4	0.5	0	0	-	-



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	80	1497	105	302	542	380	6	20	95	172	31	20
Future Volume (veh/h)	80	1497	105	302	542	380	6	20	95	172	31	20
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		0.98	1.00		0.97	0.95		0.97	0.99		0.98
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	92	1721	38	347	623	343	7	23	32	198	36	2
Peak Hour Factor	0.87	0.87	0.87	0.87	0.87	0.87	0.87	0.87	0.87	0.87	0.87	0.87
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	422	1964	860	387	2084	944	158	118	97	277	241	13
Arrive On Green	0.08	1.00	1.00	0.10	0.61	0.61	0.01	0.06	0.06	0.08	0.14	0.14
Sat Flow, veh/h	1781	3554	1556	1781	3404	1542	1781	1870	1531	1781	1753	97
Grp Volume(v), veh/h	92	1721	38	347	623	343	7	23	32	198	0	38
Grp Sat Flow(s),veh/h/ln	1781	1777	1556	1781	1702	1542	1781	1870	1531	1781	0	1850
Q Serve(g_s), s	2.7	0.0	0.0	9.6	10.4	13.3	0.4	1.4	2.4	10.0	0.0	2.2
Cycle Q Clear(g_c), s	2.7	0.0	0.0	9.6	10.4	13.3	0.4	1.4	2.4	10.0	0.0	2.2
Prop In Lane	1.00		1.00	1.00		1.00	1.00		1.00	1.00		0.05
Lane Grp Cap(c), veh/h	422	1964	860	387	2084	944	158	118	97	277	0	255
V/C Ratio(X)	0.22	0.88	0.04	0.90	0.30	0.36	0.04	0.19	0.33	0.71	0.00	0.15
Avail Cap(c_a), veh/h	574	1964	860	463	2084	944	291	277	227	277	0	265
HCM Platoon Ratio	2.00	2.00	2.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	0.52	0.52	0.52	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00	1.00
Uniform Delay (d), s/veh	10.3	0.0	0.0	13.3	11.0	11.6	51.9	53.3	53.8	48.1	0.0	45.5
Incr Delay (d2), s/veh	0.0	3.2	0.1	16.1	0.4	1.1	0.0	0.3	0.7	7.3	0.0	0.1
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	1.0	0.9	0.0	5.1	3.8	4.5	0.2	0.7	1.0	1.5	0.0	1.0
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	10.3	3.2	0.1	29.4	11.4	12.7	51.9	53.6	54.5	55.4	0.0	45.6
LnGrp LOS	B	A	A	C	B	B	D	D	D	E	A	D
Approach Vol, veh/h		1851			1313			62			236	
Approach Delay, s/veh		3.5			16.5			53.9			53.9	
Approach LOS		A			B			D			D	

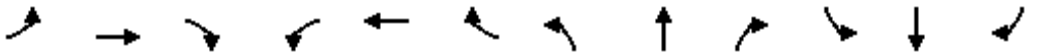
Timer - Assigned Phs	1	2	3	4	5	6	7	8
Phs Duration (G+Y+Rc), s	9.8	79.9	15.0	15.4	16.9	72.7	6.0	24.3
Change Period (Y+Rc), s	5.0	6.4	5.0	* 7.8	5.0	6.4	5.0	* 7.8
Max Green Setting (Gmax), s	15.0	53.6	10.0	* 18	17.0	51.6	10.0	* 17
Max Q Clear Time (g_c+I1), s	4.7	15.3	12.0	4.4	11.6	2.0	2.4	4.2
Green Ext Time (p_c), s	0.1	2.4	0.0	0.0	0.3	5.8	0.0	0.0

Intersection Summary	
HCM 6th Ctrl Delay	12.8
HCM 6th LOS	B

Notes

User approved pedestrian interval to be less than phase max green.

* HCM 6th computational engine requires equal clearance times for the phases crossing the barrier.



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	148	810	189	216	1342	97	243	231	142	149	342	325
Future Volume (veh/h)	148	810	189	216	1342	97	243	231	142	149	342	325
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		0.96	1.00		0.98	1.00		0.99	1.00		0.97
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	153	835	84	223	1384	42	251	238	18	154	353	184
Peak Hour Factor	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	264	1472	628	366	1567	688	274	311	262	454	409	337
Arrive On Green	0.07	0.41	0.41	0.18	0.88	0.88	0.08	0.17	0.17	0.13	0.22	0.22
Sat Flow, veh/h	1781	3554	1515	1781	3554	1560	3456	1870	1571	3456	1870	1544
Grp Volume(v), veh/h	153	835	84	223	1384	42	251	238	18	154	353	184
Grp Sat Flow(s),veh/h/ln	1781	1777	1515	1781	1777	1560	1728	1870	1571	1728	1870	1544
Q Serve(g_s), s	5.9	21.6	2.9	8.9	25.0	0.2	8.7	14.6	0.9	4.9	21.8	10.0
Cycle Q Clear(g_c), s	5.9	21.6	2.9	8.9	25.0	0.2	8.7	14.6	0.9	4.9	21.8	10.0
Prop In Lane	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Lane Grp Cap(c), veh/h	264	1472	628	366	1567	688	274	311	262	454	409	337
V/C Ratio(X)	0.58	0.57	0.13	0.61	0.88	0.06	0.92	0.76	0.07	0.34	0.86	0.55
Avail Cap(c_a), veh/h	296	1472	628	499	1567	688	274	468	393	454	468	386
HCM Platoon Ratio	1.00	1.00	1.00	2.00	2.00	2.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	0.48	0.48	0.48	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	21.1	26.9	10.7	17.7	5.4	1.4	54.9	47.8	25.0	47.4	45.2	25.8
Incr Delay (d2), s/veh	1.0	1.6	0.4	0.3	3.9	0.1	32.9	1.8	0.0	0.2	12.7	0.5
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	2.4	9.2	1.5	3.0	3.3	0.2	5.0	6.9	0.5	2.1	11.4	3.7
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	22.1	28.5	11.2	18.0	9.3	1.5	87.8	49.5	25.0	47.6	57.8	26.4
LnGrp LOS	C	C	B	B	A	A	F	D	C	D	E	C
Approach Vol, veh/h		1072			1649			507			691	
Approach Delay, s/veh		26.2			10.3			67.6			47.2	
Approach LOS		C			B			E			D	

Timer - Assigned Phs	1	2	3	4	5	6	7	8
Phs Duration (G+Y+Rc), s	12.9	58.9	21.2	27.0	16.1	55.7	15.0	33.2
Change Period (Y+Rc), s	5.0	6.0	5.5	7.0	5.0	6.0	5.5	7.0
Max Green Setting (Gmax), s	10.0	47.0	9.5	30.0	20.0	37.0	9.5	30.0
Max Q Clear Time (g_c+I1), s	7.9	27.0	6.9	16.6	10.9	23.6	10.7	23.8
Green Ext Time (p_c), s	0.0	3.8	0.0	0.4	0.2	1.9	0.0	0.5

Intersection Summary	
HCM 6th Ctrl Delay	28.6
HCM 6th LOS	C

Notes

User approved pedestrian interval to be less than phase max green.

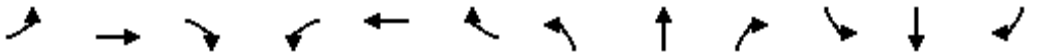
Intersection	
Int Delay, s/veh	2.8

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	8	0	39	18	0	4	59	421	8	1	754	22
Future Vol, veh/h	8	0	39	18	0	4	59	421	8	1	754	22
Conflicting Peds, #/hr	3	0	2	1	0	2	2	0	1	2	0	3
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	50	-	-	-	50	-	-	50	-	20
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	80	80	80	80	80	80	80	80	80	80	80	80
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	10	0	49	23	0	5	74	526	10	1	943	28

Major/Minor	Minor2			Minor1			Major1			Major2		
Conflicting Flow All	1633	1634	948	1667	1657	536	974	0	0	538	0	0
Stage 1	948	948	-	681	681	-	-	-	-	-	-	-
Stage 2	685	686	-	986	976	-	-	-	-	-	-	-
Critical Hdwy	7.12	6.52	6.22	7.12	6.52	6.22	4.12	-	-	4.12	-	-
Critical Hdwy Stg 1	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Follow-up Hdwy	3.518	4.018	3.318	3.518	4.018	3.318	2.218	-	-	2.218	-	-
Pot Cap-1 Maneuver	81	101	316	77	98	545	708	-	-	1030	-	-
Stage 1	313	339	-	440	450	-	-	-	-	-	-	-
Stage 2	438	448	-	298	329	-	-	-	-	-	-	-
Platoon blocked, %								-	-		-	-
Mov Cap-1 Maneuver	73	90	314	60	87	542	706	-	-	1028	-	-
Mov Cap-2 Maneuver	73	90	-	60	87	-	-	-	-	-	-	-
Stage 1	280	338	-	393	402	-	-	-	-	-	-	-
Stage 2	387	400	-	251	328	-	-	-	-	-	-	-

Approach	EB	WB	NB	SB
HCM Control Delay, s	26	83.1	1.3	0
HCM LOS	D	F		

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1	EBLn2	WBLn1	SBL	SBT	SBR
Capacity (veh/h)	706	-	-	73	314	72	1028	-	-
HCM Lane V/C Ratio	0.104	-	-	0.137	0.155	0.382	0.001	-	-
HCM Control Delay (s)	10.7	-	-	62	18.6	83.1	8.5	-	-
HCM Lane LOS	B	-	-	F	C	F	A	-	-
HCM 95th %tile Q(veh)	0.3	-	-	0.5	0.5	1.5	0	-	-



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	36	1039	26	75	1437	130	108	34	283	310	25	110
Future Volume (veh/h)	36	1039	26	75	1437	130	108	34	283	310	25	110
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		0.98	1.00		0.97	0.99		0.98	1.00		0.99
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	47	1349	9	97	1866	159	140	44	184	403	32	43
Peak Hour Factor	0.77	0.77	0.77	0.77	0.77	0.77	0.77	0.77	0.77	0.77	0.77	0.77
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	163	1825	800	339	2494	211	367	254	211	385	116	155
Arrive On Green	0.07	1.00	1.00	0.04	0.52	0.52	0.08	0.14	0.14	0.11	0.16	0.16
Sat Flow, veh/h	1781	3554	1559	1781	4783	406	1781	1870	1553	1781	718	964
Grp Volume(v), veh/h	47	1349	9	97	1325	700	140	44	184	403	0	75
Grp Sat Flow(s),veh/h/ln	1781	1777	1559	1781	1702	1784	1781	1870	1553	1781	0	1682
Q Serve(g_s), s	1.5	0.0	0.0	3.1	36.6	37.0	8.0	2.5	13.9	13.0	0.0	4.7
Cycle Q Clear(g_c), s	1.5	0.0	0.0	3.1	36.6	37.0	8.0	2.5	13.9	13.0	0.0	4.7
Prop In Lane	1.00		1.00	1.00		0.23	1.00		1.00	1.00		0.57
Lane Grp Cap(c), veh/h	163	1825	800	339	1775	930	367	254	211	385	0	271
V/C Ratio(X)	0.29	0.74	0.01	0.29	0.75	0.75	0.38	0.17	0.87	1.05	0.00	0.28
Avail Cap(c_a), veh/h	253	1825	800	414	1775	930	412	277	230	385	0	271
HCM Platoon Ratio	2.00	2.00	2.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	0.83	0.83	0.83	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00	1.00
Uniform Delay (d), s/veh	18.9	0.0	0.0	12.6	22.5	22.6	39.8	45.9	50.9	46.2	0.0	44.2
Incr Delay (d2), s/veh	0.3	2.3	0.0	0.2	2.9	5.6	0.2	0.1	25.7	58.9	0.0	0.2
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.6	0.6	0.0	1.2	14.4	16.0	3.6	1.2	7.0	11.7	0.0	2.0
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	19.2	2.3	0.0	12.8	25.4	28.2	40.0	46.0	76.5	105.1	0.0	44.4
LnGrp LOS	B	A	A	B	C	C	D	D	E	F	A	D
Approach Vol, veh/h		1405			2122			368			478	
Approach Delay, s/veh		2.8			25.8			59.0			95.6	
Approach LOS		A			C			E			F	

Timer - Assigned Phs	1	2	3	4	5	6	7	8
Phs Duration (G+Y+Rc), s	9.0	69.0	18.0	24.1	9.9	68.0	15.0	27.1
Change Period (Y+Rc), s	5.0	6.4	5.0	* 7.8	5.0	6.4	5.0	* 7.8
Max Green Setting (Gmax), s	10.0	55.6	13.0	* 18	10.0	55.6	13.0	* 17
Max Q Clear Time (g_c+I1), s	3.5	39.0	15.0	15.9	5.1	2.0	10.0	6.7
Green Ext Time (p_c), s	0.0	5.3	0.0	0.0	0.0	3.9	0.1	0.1

Intersection Summary	
HCM 6th Ctrl Delay	28.8
HCM 6th LOS	C

Notes

User approved pedestrian interval to be less than phase max green.

* HCM 6th computational engine requires equal clearance times for the phases crossing the barrier.

FEHR PEERS

Memorandum

Date: July 20, 2022

To: Quinn Millet, Wellsville Mtns LLC

CC: Jake Christensen, Atlas Ventures

From: Calvin Clark, Fehr & Peers
Chris Bender, Fehr & Peers
Preston Stinger, Fehr & Peers

Subject: Applegate Expansion TIS Update Phase 1

UT22-2375

This memo summarizes the analyses performed for phase 1 of the Applegate Expansion TIS Update. Fehr & Peers performed the following tasks as part of this phase:

1. Reviewed the current Murray city code that outlines required accesses to the development,
2. Collected 24-hour traffic counts along Applegate Drive,
3. Performed a functional class analysis of Applegate Drive based on existing and existing plus project traffic volumes according to Murray's city guidelines,
4. Analyzed the proposed site plan included in the appendix to identify locations where on-street parking would be feasible along Applegate Drive.

Access Requirements

Fehr & Peers reviewed Murray's city code relating to access management for new developments. Murray City Code 16.16.090 (A) states:

> *All lots or parcels created by the subdivision of land, for single-family or two-family dwellings, including, without limiting, subdivisions, residential infill developments, and planned unit developments, shall abut a public street which is improved to standards established according to this chapter.*

Applegate Drive is currently operated as a private local road; however, the city code requires that all single-family or two-family dwellings abut a public road. As the current site plan includes attached townhomes in sections of three or more, Applegate Drive can accommodate this site plan while maintaining private ownership.

Murray City Code 16.16.170 (B.2) states:

> *Multiple-Family Dwellings: Any residential subdivision development of more than one hundred (100) multiple-family dwellings shall have access to and from at least two (2) existing or proposed streets.*

The Applegate community currently has more than 100 multifamily dwellings in the existing development, and therefore already requires a second street access. Although Applegate has not been required to retroactively meet this requirement, we anticipate that Murray will require that the entire development will need to meet this requirement if the proposed 50 new units in the Applegate expansion are constructed.

Fehr & Peers recommends coordinating with Murray city staff to provide a connection between Applegate Dr and 5160 South to create the second access to the community. To alleviate concerns of increased traffic on Applegate Dr from cut-through traffic from the neighborhood to the west accessing Murray Blvd / 700 West / 5300 S, a gate can be installed. It is important that the gate allow emergency vehicles to maintain access during an emergency in case Applegate Dr at Murray Blvd becomes inaccessible. Fehr & Peers does not anticipate that much traffic from Applegate Dr would use the access to 5160 South regularly, but the connection would provide an alternative for the small number of residents currently attempting to turn left from Applegate onto Murray Blvd but are currently experiencing moderately high delays. Fehr & Peers estimates that no more than 5% of traffic would divert to use the additional access under typical circumstances.

Data Collection

Fehr & Peers collected 24-hour traffic counts along Applegate Drive between Murray Boulevard and Ben Davis Park on Thursday, June 9, 2022, and on Saturday, June 11, 2022. The daily two-way traffic volumes counted on these days are presented in **Table 1**.

Table 1: Applegate Drive East of Ben Davis Park Daily Traffic Counts

Day	Westbound	Eastbound	Two-way
Thursday	468	474	942
Saturday	444	443	887

Source: Fehr & Peers.

As shown in the table, the two-way traffic volumes on both days were under 1,000 daily vehicles. Thursday was found to be the day with the highest observed traffic volumes during the data collection.

Functional Class Analysis

Murray Functional Class Requirements

Murray City's roadway classifications are based on "use, roadway geometry and traffic volume" (Murray City Access Management Standards, 2019). Murray City operates the following classifications:

- Minor Arterial (10,000-25,000 daily vehicles)
- Major Collector (3,500-10,000 daily vehicles)
- Minor Collector (1,500-3,500 daily vehicles)
- Local Street (less than 1,500 daily vehicles)

Murray engineering staff have specified that local streets can be sub-categorized into two classifications Local streets that serve 800-1,500 vehicle trips per day are considered "residential collector" streets, which functionally act as a bridge between smaller local streets and collector/arterial roads. Local streets that serve fewer than 800 vehicle trips per day are considered "minor local" streets.

Murray's standard drawings indicate that local streets require 49-60 feet of right-of-way with 25-35 feet of that being pavement. Murray engineering staff also stated that "residential collector" streets generally require the maximum right-of-way of 60 feet with 35 feet of pavement. Minor local streets typically require only the minimum right-of-way of 49 feet with 25 feet of pavement.

Daily Trip Generation

Fehr & Peers estimated the daily trips generated by the proposed Applegate expansion of 50 townhomes using the Institute of Transportation Engineers (ITE) *Trip Generation, 11th Edition* (2021) manual. The trip generation is shown in **Table 2**.

Table 2: Daily Trip Generation

ITE Land Use	Units	Daily Trips
215 – Single-Family Attached Housing	50	331

Source: Fehr & Peers.

Fehr & Peers approximated the total "existing plus project" daily two-way traffic along Applegate Drive east of Ben Davis Park by combining the existing daily traffic volumes from the day with the highest observed traffic volumes during our data collection (**Table 1**) with the daily trips to be generated by the proposed Applegate expansion (**Table 2**). Fehr & Peers did the same with the portion of Applegate Drive west of Rome Beauty Park, though existing two-way volumes were derived from the counts east of Ben Davis. Roughly 40% of current trip generators in the Applegate community access Applegate Drive west of Rome Beauty Park to enter/exit via the primary neighborhood entrance on Murray Blvd. A maximum of 5% of existing traffic are assumed to redirect from the current access to the western access. These estimates combine to give an upper estimate for Applegate Drive west of Rome Beauty Park of 45% of traffic counted on Applegate Drive east of Ben Davis Park

The two-way daily existing, two-way daily trip generation, and two-way plus project volumes are presented in **Table 3**. The table also includes Murray's functional classification type based on the traffic volume requirements of a minor local street (less than 800 vehicles) and a residential collector (between 800 vehicles and 1500 vehicles). As shown in the table, the existing volume of 942 daily vehicles and the existing plus project daily volume of 1,273 daily vehicles along Applegate Drive east of Ben Davis Park are both within Murray's functional classification requirement for a residential collector, which requires a pavement width of 35 feet, and a total right-of-way of 60 feet. Since the expected traffic west of Rome Beauty Park is less than 800 vehicles, Fehr & Peers recommends treating this section as a minor local street with a pavement width of 25 feet and a total right-of-way of 49 feet. Fehr & Peers recommends maintaining the greater width between the two sections, with the width of the road changing at the intersection of Rome Beauty Park.

Table 3: Applegate Drive Functional Class Analysis

Location	Two-way Existing Volumes	Two-way Project Volumes	Existing + Project Two-way Volumes	Murray Street Classification
East of Ben Davis Park	942	331	1,273	Residential Collector (60') – (<1,500 ADT)
West of Rome Beauty Park	424	331	755	Minor Local Street (49') – (<800 ADT)

Source: Fehr & Peers, 2022; Murray City Access Management Standards, 2019.

On-street Parking Analysis

Fehr & Peers reviewed recommended parking dimensions from the Urban Land Institute's (ULI) *Dimensions of Parking, Fifth Edition* (2010) and consulted with Murray city staff about recommended on-street parking spacing in Murray. The ULI manual indicates that a typical passenger vehicle will occupy approximately 17-18 feet of space along the street. Additionally, Murray city staff recommended providing 5 feet of space between driveways and the edge of a vehicle. Therefore, for this study, Fehr & Peers recommends that a minimum length of 22 feet of space along Applegate Drive would be required per vehicle of on-street parking capacity.

The project team also evaluated the proposed Applegate Townhomes expansion site plan to approximate the amount of available on-street parking space. The site plan indicates that each of the proposed duplex-style townhomes would have two driveways spaced approximately 14 feet apart, so no on-street parking would be feasible immediately in front of the townhomes. Additionally, each of the pairs of townhomes along the south side of Applegate Drive are spaced within 10 feet of each other, so no parking is feasible between the townhomes there. Due to the curvature of the road, some of the driveways along the north side are spaced as far as 21.5 feet apart. However, these segments still do not provide sufficient space for on-street parking. Furthermore, the pavement width in this section of Applegate Drive is anticipated to be 25 feet. Fehr & Peers does not recommend striping for on-street parking on a roadway less than 35 feet wide. Therefore, Fehr & Peers does not recommend permitting any on-street parking along Applegate Drive in the vicinity of the proposed expansion.

Recommendations

Fehr & Peers reviewed the site plan for the Applegate Expansion along with the requirements for Murray City to develop recommendations for the Applegate Expansion to meet City requirements. We recommend coordinating with Murray city staff to develop a plan to add a second access to the community between Applegate Dr and 5160 S to meet Murray's requirement for all communities of more than 100 multi-family units to provide a second access. If the access is gated, it is not anticipated that this connection would cause adverse traffic impacts on either side of the connection.

Functionally, due to the low volumes observed during data collection, we recommend that Applegate Drive maintain its current functional class of a local street, with a pavement width of 35

feet and a total right-of-way of 60 feet between Rome Beauty Park and Murray Blvd and a pavement width of 25 feet and a total right-of-way of 49 feet west of Rome Beauty Park.

Based on the current spacing of driveways throughout the site, Fehr & Peers does not recommend permitting on-street parking along Applegate Drive within the vicinity of the proposed expansion.

Appendix: Proposed site plan for Applegate Townhomes Expansion

FEHR PEERS

Memorandum

Date: December 28, 2022

To: Quinn Millet, Wellsville Mtns LLC
Jake Christensen, Atlas Ventures

From: Calvin Clark, Fehr & Peers
Preston Stinger, Fehr & Peers

Subject: Applegate Expansion Queue Analysis

UT22-2375

This memo summarizes the queue analysis performed at the intersection of Murray Boulevard & Applegate Drive as part of the Applegate Expansion. Fehr & Peers performed the following tasks as part of this analysis:

1. Used previously collected 2019 counts to estimate existing 2022 counts to analyze the queue lengths,
2. Updated trip generation in accordance with the most up-to-date site plan, and
3. Analyzed existing plus project conditions based on the combined existing 2022 and project trips.

Fehr & Peers found that 95th percentile queues at the intersection of Murray Boulevard & Applegate Drive are all less than one vehicle (less than 25 feet) for all eastbound and northbound left-turning movements in both the existing and the existing plus project conditions. Current storage lengths are sufficient to accommodate these queues and are anticipated to continue to accommodate these queues with the addition of Applegate expansion project trips.

Existing Conditions

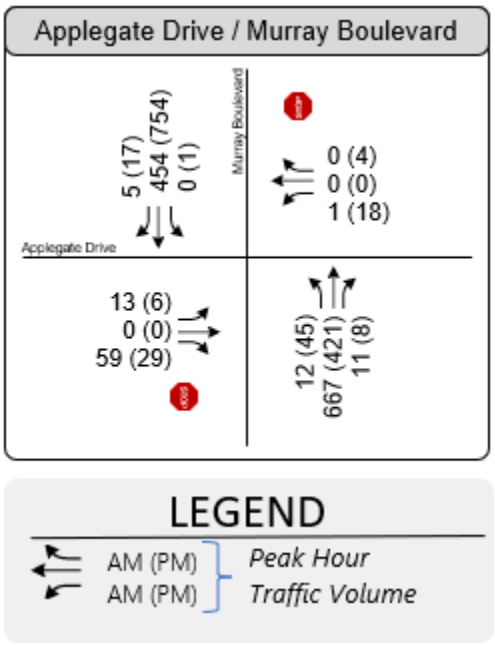
Fehr & Peers collected peak period turning movement counts (TMC) on Wednesday, April 15, 2019, at the intersection of Applegate Drive & Murray Boulevard and 24-hour tube counts on Applegate Drive between Murray Boulevard and Ben Davis Park on Thursday, June 9, 2022. The two count sources for the west leg of the intersection of Applegate Drive and Murray Boulevard are compared in Table 1, showing that the number of counted vehicles in 2022 is lower than the

number of counted vehicles in 2019. To avoid estimating negative growth for 2022 traffic conditions, Fehr & Peers used an annual growth rate of 0%, meaning the 2019 counts were used to represent 2022 existing traffic conditions. The volumes for the existing AM (7:30-8:30 AM) and PM (4:45-5:45) peak hours are shown in Figure 1.

Table 1: 2019 Turning Movement Count and 2022 24-hour Tube Count Comparison

Peak Period	Direction	2019 TMC	2022 Tube
7-9 AM	EB	117	69
	WB	30	16
4-6 PM	EB	75	65
	WB	123	94

Figure 1: Existing Conditions Volumes



Fehr & Peers used HCM 6 methodology to analyze queues at the intersection of Applegate Drive and Murray Blvd for both existing AM and PM peak hours. The queue analysis results are shown in Table 2, and the full Synchro reports are attached in the appendix. Note that queues for approaches entering or exiting the private driveway on the east leg of the intersection were not included. The results of the queuing analysis indicate that all studied movements have 95th percentile queues under one vehicle (or less than 25 feet), meaning that 95% of the time queues for each movement do not exceed one vehicle. The northbound left-turn pocket has a storage length of 50 feet, and the eastbound approach has sufficient width at the throat of the access (24

feet) to accommodate short eastbound left-turning and right-turning queues simultaneously. Existing storage space for each of these movements is sufficient to handle these queues.

Table 2: Existing Queue Analysis for Applegate Drive & Murray Boulevard

Movement	Period	95th Percentile Queue (veh)	95th Percentile Queue (ft)
Northbound Left-turns	AM	<1.0	<25
	PM	<1.0	<25
Eastbound Left-turns	AM	<1.0	<25
	PM	<1.0	<25
Eastbound Right-turns	AM	<1.0	<25
	PM	<1.0	<25

Project Trip Generation

The proposed project is a development of 44 townhomes. Fehr & Peers estimated the number of trips to be generated by this project based on rates published in the Institute of Transportation Engineers (ITE) Trip Generation Manual, 11th Edition, 2022. The manual's documentation classifies townhouses under the land use code 215: Single-Family Attached Housing. The trip generation is shown in Table 3. The total AM trip generation is estimated to be 17 trips and the total PM trip generation is estimated to be 22 trips.

Table 3: Applegate Expansion Trip Generation

Land Use[1]	Number of Units	Unit Type	AM Peak Hour Trip Generation[2]	% Entering[3]	% Exiting[3]	Trips Entering	Trips Exiting	**New AM Peak Hour Trips**
Single-Family Attached Housing (215)	44	Dwelling Unit	17	25%	75%	4	13	**17**
Net Weekday AM Peak Hour Trips						**4**	**13**	**17**
Land Use[1]	Number of Units	Unit Type	PM Peak Hour Trip Generation[2]	% Entering[3]	% Exiting[3]	Trips Entering	Trips Exiting	**New PM Peak Hour Trips**
Single-Family Attached Housing (215)	44	Dwelling Unit	22	59%	41%	13	9	**22**
Net Weekday PM Peak Hour Trips						**13**	**9**	**22**

1. (XXX) Indicates ITE Land Use Code. Land Use Code from the Institute of Transportation Engineers - 11th Edition Trip Generation Manual (ITE Manual)
2. Traffic Generated by the development according to trip generation fitted curves provided in the ITE Manual
3. Percentage of trips Entering and Exiting the development according to the ITE Manual.

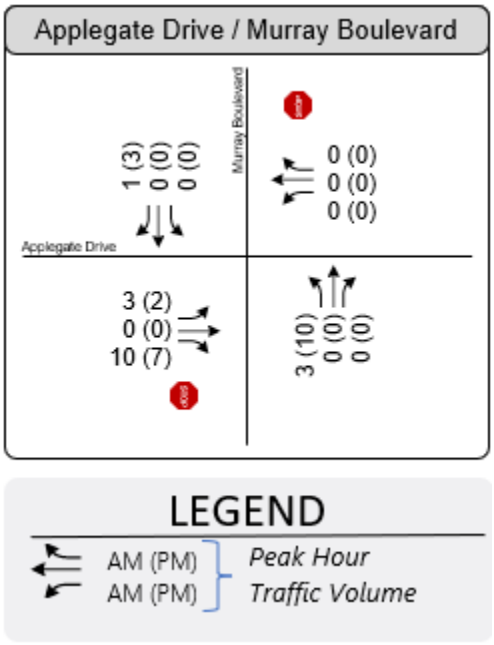
SOURCE: Fehr & Peers, 2022

Trips were distributed in the same proportion as in the original traffic study in 2019:

- 20% to/from the north via Murray Boulevard
- 80% to/from the south via Murray Boulevard

The resulting project trips at the intersection of Applegate Drive & Murray Boulevard are presented in Figure 2.

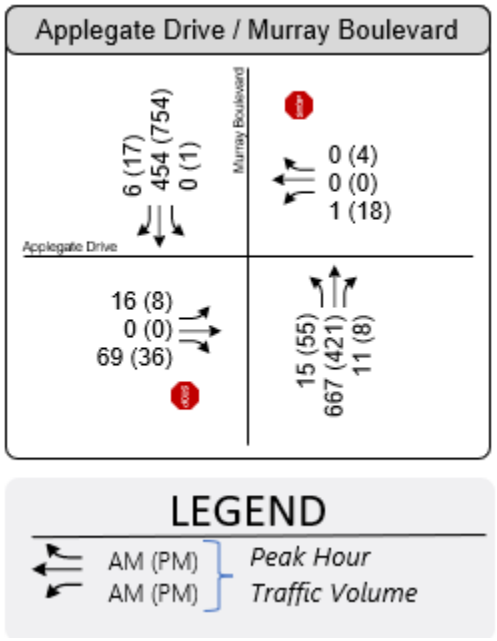
Figure 2: Project Volumes



Existing Plus Project

Fehr & Peers estimated the existing plus project volumes by adding the project trip generation volumes (Figure 2) to the existing volumes (Figure 1), as shown in Figure 3.

Figure 3: Existing Plus Project Volumes



Fehr & Peers used HCM 6 methodology to analyze queues at the intersection of Applegate Drive and Murray Blvd for both existing plus project AM and PM peak hours The queue analysis results are shown in Table 4, and the full Synchro reports are attached in the appendix. The results of the queuing analysis indicate that all studied movement have 95th percentile queues under one vehicle (or less than 25 feet), meaning that 95% of the time queues for each movement do not exceed one vehicle. Existing storage space for each of these movements is expected to be sufficient to handle these queues.

Table 4: Existing Plus Project Queue Analysis for Applegate Drive & Murray Boulevard

Movement	Period	95th Percentile Queue (veh)	95th Percentile Queue (ft)
Northbound Left-turns	AM	<1.0	<25
	PM	<1.0	<25
Eastbound Left-turns	AM	<1.0	<25
	PM	<1.0	<25
Eastbound Right-turns	AM	<1.0	<25
	PM	<1.0	<25

Conclusion

Fehr & Peers used TMC from 2019 and 24-hour tube counts from 2022 to estimate existing 2022 TMC at the intersection of Applegate Dr & Murray Blvd. These counts were used to perform a queue analysis for the intersection and found that in the existing conditions all 95th percentile queues were less than one vehicle. Fehr & Peers estimated traffic to be generated at this intersection due to the proposed addition of 44 townhomes and analyzed queues with the resulting traffic and found that projected 95th percentile queues were also less than one vehicle for each approach. Existing storage for these queues is expected to be sufficient for existing and existing-plus-project conditions.

Appendix: Synchro HCM 6 Reports

Intersection	
Int Delay, s/veh	1

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	13	0	59	1	0	0	12	667	11	0	454	5
Future Vol, veh/h	13	0	59	1	0	0	12	667	11	0	454	5
Conflicting Peds, #/hr	1	0	1	1	0	1	1	0	1	1	0	1
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	50	-	-	-	50	-	-	50	-	20
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	90	90	90	90	90	90	90	90	90	90	90	90
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	14	0	66	1	0	0	13	741	12	0	504	6

Major/Minor	Minor2			Minor1			Major1			Major2		
Conflicting Flow All	1279	1285	506	1315	1285	749	511	0	0	754	0	0
Stage 1	505	505	-	774	774	-	-	-	-	-	-	-
Stage 2	774	780	-	541	511	-	-	-	-	-	-	-
Critical Hdwy	7.12	6.52	6.22	7.12	6.52	6.22	4.12	-	-	4.12	-	-
Critical Hdwy Stg 1	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Follow-up Hdwy	3.518	4.018	3.318	3.518	4.018	3.318	2.218	-	-	2.218	-	-
Pot Cap-1 Maneuver	143	165	566	135	165	412	1054	-	-	856	-	-
Stage 1	549	540	-	391	408	-	-	-	-	-	-	-
Stage 2	391	406	-	525	537	-	-	-	-	-	-	-
Platoon blocked, %								-	-		-	-
Mov Cap-1 Maneuver	141	163	565	118	163	411	1053	-	-	855	-	-
Mov Cap-2 Maneuver	141	163	-	118	163	-	-	-	-	-	-	-
Stage 1	542	539	-	386	403	-	-	-	-	-	-	-
Stage 2	386	401	-	464	536	-	-	-	-	-	-	-

Approach	EB	WB	NB	SB
HCM Control Delay, s	16	35.8	0.1	0
HCM LOS	C	E		

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1	EBLn2	WBLn1	SBL	SBT	SBR
Capacity (veh/h)	1053	-	-	141	565	118	855	-	-
HCM Lane V/C Ratio	0.013	-	-	0.102	0.116	0.009	-	-	-
HCM Control Delay (s)	8.5	-	-	33.4	12.2	35.8	0	-	-
HCM Lane LOS	A	-	-	D	B	E	A	-	-
HCM 95th %tile Q(veh)	0	-	-	0.3	0.4	0	0	-	-

Intersection	
Int Delay, s/veh	2.2

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	6	0	29	18	0	4	45	421	8	1	754	17
Future Vol, veh/h	6	0	29	18	0	4	45	421	8	1	754	17
Conflicting Peds, #/hr	3	0	2	1	0	2	2	0	1	2	0	3
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	50	-	-	-	50	-	-	50	-	20
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	80	80	80	80	80	80	80	80	80	80	80	80
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	8	0	36	23	0	5	56	526	10	1	943	21

Major/Minor	Minor2			Minor1			Major1			Major2		
Conflicting Flow All	1597	1598	948	1621	1614	536	967	0	0	538	0	0
Stage 1	948	948	-	645	645	-	-	-	-	-	-	-
Stage 2	649	650	-	976	969	-	-	-	-	-	-	-
Critical Hdwy	7.12	6.52	6.22	7.12	6.52	6.22	4.12	-	-	4.12	-	-
Critical Hdwy Stg 1	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Follow-up Hdwy	3.518	4.018	3.318	3.518	4.018	3.318	2.218	-	-	2.218	-	-
Pot Cap-1 Maneuver	86	106	316	83	104	545	712	-	-	1030	-	-
Stage 1	313	339	-	461	467	-	-	-	-	-	-	-
Stage 2	458	465	-	302	332	-	-	-	-	-	-	-
Platoon blocked, %								-	-		-	-
Mov Cap-1 Maneuver	80	97	314	69	95	542	710	-	-	1028	-	-
Mov Cap-2 Maneuver	80	97	-	69	95	-	-	-	-	-	-	-
Stage 1	287	338	-	424	429	-	-	-	-	-	-	-
Stage 2	417	427	-	266	331	-	-	-	-	-	-	-

Approach	EB	WB	NB	SB
HCM Control Delay, s	24.3	69.6	1	0
HCM LOS	C	F		

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1	EBLn2	WBLn1	SBL	SBT	SBR
Capacity (veh/h)	710	-	-	80	314	82	1028	-	-
HCM Lane V/C Ratio	0.079	-	-	0.094	0.115	0.335	0.001	-	-
HCM Control Delay (s)	10.5	-	-	54.6	18	69.6	8.5	-	-
HCM Lane LOS	B	-	-	F	C	F	A	-	-
HCM 95th %tile Q(veh)	0.3	-	-	0.3	0.4	1.3	0	-	-

Intersection	
Int Delay, s/veh	1.3

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	16	0	69	1	0	0	15	667	11	0	454	6
Future Vol, veh/h	16	0	69	1	0	0	15	667	11	0	454	6
Conflicting Peds, #/hr	1	0	1	1	0	1	1	0	1	1	0	1
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	50	-	-	-	50	-	-	50	-	20
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	90	90	90	90	90	90	90	90	90	90	90	90
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	18	0	77	1	0	0	17	741	12	0	504	7

Major/Minor	Minor2			Minor1			Major1			Major2		
Conflicting Flow All	1287	1293	506	1329	1294	749	512	0	0	754	0	0
Stage 1	505	505	-	782	782	-	-	-	-	-	-	-
Stage 2	782	788	-	547	512	-	-	-	-	-	-	-
Critical Hdwy	7.12	6.52	6.22	7.12	6.52	6.22	4.12	-	-	4.12	-	-
Critical Hdwy Stg 1	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Follow-up Hdwy	3.518	4.018	3.318	3.518	4.018	3.318	2.218	-	-	2.218	-	-
Pot Cap-1 Maneuver	141	163	566	132	163	412	1053	-	-	856	-	-
Stage 1	549	540	-	387	405	-	-	-	-	-	-	-
Stage 2	387	402	-	521	536	-	-	-	-	-	-	-
Platoon blocked, %								-	-		-	-
Mov Cap-1 Maneuver	139	160	565	112	160	411	1052	-	-	855	-	-
Mov Cap-2 Maneuver	139	160	-	112	160	-	-	-	-	-	-	-
Stage 1	540	539	-	380	398	-	-	-	-	-	-	-
Stage 2	380	395	-	450	535	-	-	-	-	-	-	-

Approach	EB	WB	NB	SB
HCM Control Delay, s	16.6	37.5	0.2	0
HCM LOS	C	E		

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1	EBLn2	WBLn1	SBL	SBT	SBR
Capacity (veh/h)	1052	-	-	139	565	112	855	-	-
HCM Lane V/C Ratio	0.016	-	-	0.128	0.136	0.01	-	-	-
HCM Control Delay (s)	8.5	-	-	34.7	12.4	37.5	0	-	-
HCM Lane LOS	A	-	-	D	B	E	A	-	-
HCM 95th %tile Q(veh)	0	-	-	0.4	0.5	0	0	-	-

Intersection	
Int Delay, s/veh	2.6

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	8	0	36	18	0	4	55	421	8	1	754	20
Future Vol, veh/h	8	0	36	18	0	4	55	421	8	1	754	20
Conflicting Peds, #/hr	3	0	2	1	0	2	2	0	1	2	0	3
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	50	-	-	-	50	-	-	50	-	20
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	80	80	80	80	80	80	80	80	80	80	80	80
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	10	0	45	23	0	5	69	526	10	1	943	25

Major/Minor	Minor2			Minor1			Major1			Major2		
Conflicting Flow All	1623	1624	948	1653	1644	536	971	0	0	538	0	0
Stage 1	948	948	-	671	671	-	-	-	-	-	-	-
Stage 2	675	676	-	982	973	-	-	-	-	-	-	-
Critical Hdwy	7.12	6.52	6.22	7.12	6.52	6.22	4.12	-	-	4.12	-	-
Critical Hdwy Stg 1	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Follow-up Hdwy	3.518	4.018	3.318	3.518	4.018	3.318	2.218	-	-	2.218	-	-
Pot Cap-1 Maneuver	82	102	316	78	100	545	710	-	-	1030	-	-
Stage 1	313	339	-	446	455	-	-	-	-	-	-	-
Stage 2	444	453	-	300	330	-	-	-	-	-	-	-
Platoon blocked, %								-	-		-	-
Mov Cap-1 Maneuver	75	92	314	62	90	542	708	-	-	1028	-	-
Mov Cap-2 Maneuver	75	92	-	62	90	-	-	-	-	-	-	-
Stage 1	282	338	-	402	410	-	-	-	-	-	-	-
Stage 2	396	408	-	256	329	-	-	-	-	-	-	-

Approach	EB	WB	NB	SB
HCM Control Delay, s	26	80	1.2	0
HCM LOS	D	F		

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1	EBLn2	WBLn1	SBL	SBT	SBR
Capacity (veh/h)	708	-	-	75	314	74	1028	-	-
HCM Lane V/C Ratio	0.097	-	-	0.133	0.143	0.372	0.001	-	-
HCM Control Delay (s)	10.6	-	-	60.3	18.4	80	8.5	-	-
HCM Lane LOS	B	-	-	F	C	F	A	-	-
HCM 95th %tile Q(veh)	0.3	-	-	0.4	0.5	1.4	0	-	-

Agenda items 8 & 9
Applegate/Fuji

From:	Bruce Craig
To:	Planning Commission Comments
Cc:	brucecraig891@peoplepc.com
Subject:	Applegate LLC Subdividing inti two parcels located at 770West Applegate Drive Meeting Scheduled for June 15, 2023 @ 6:30pm
Date:	Saturday, June 3, 2023 8:44:43 PM

Dear Planning Commission; Dated 06/03/2023

In 2017 we had a bunch of new board members that were elected to our Applegate board, unrenowned to most all residents that they were a coupe members people that had bought multiple condos as rentals, with C.O.R.E. as our new Property Manager they were swayed to selling off some land to raise some money to help repair things around the complex, we had always used special assessments when doing so in the past had served on the board many times knowing what had to be done.
With the new board and C.O.R.E.property Management they convinced the board that we need so much money to do the repairs that scared them in to thinking that land had to be sold in order to make ANY REPAIRS WHATSOEVER .. is was and is called R & R's....there were mot enough votes to get it to go through so the board went door to door with Quinn (C.O.R.E. 's associate and Realtor knocking on doors and saying to residents that this was the answers to our prayers and solve so many problems, promising some no more condo fees, more amenities etc...BUT NOTING EVER ON PAPER, they's..the board and Qwinn would throw out a figure of 2 million dollars we could get but never told an exact amount and that in order to do this we had to move our cell tower... till last year we never knew how much that was and is in the $240.000/00 range and that we should cover that cost, so you take the $240,000.00 out of the 2 million dollars and were left with a million and a half and should this planned sale go through we would have to have new inlets, outlets, moved water, power, sewage etc...not to mention all disruptions of all of them in the process.
We already has WAY to much traffic, congestion, noise and beggars on the street, adding more in to this tight area would make it unbearable and ruin what little quality of life we have left, every nook and cranny of land around us has been crammed with more and more building and we need our breathing space which is what most all of us that live bought our homes hear and now that is being forced out of our hands by peoples greed for our land at almost free and taking control of land we should lease and control for Applegate ...NOT BUILDERS AND PROPERTY MANAGEMENTS to weasel away from us and never inform us of when meeting such as this come up and previous Applegae meeting are always cancelled prior to ant knowledge of such preceding, it's always a surprise to get a notice in the mail a few days prior.
With one vote on this matter over 5 yrs. ago and so many residents that have moved in-out and developers changing and nothing being on paper this matter should be dead and gone, there has never been a Applegate meeting stating what monies, criteria ongoing of who and what are be done, who's paying for what and what amounts we are to receive, IT'S BEEN NOTHING BUT VERBALE THIS AND THAT, AND I HAVE REQUESTED OVER AND OVER PUT IT ON PAPER AND MAKE IT LEGAL AND DISTRIBUTE TO EACH AND EVERY OWNER... BUT IT NEVER HAS BEE DONE IN OVER 5 PLUS YEARS NOW... it's all in their court to bargain away our land and rights with nothing on paper to protect US AND OUR PROPERTY.....WE BEING SHANGHAI'D AND MURRAY CITY IS LETTING THEM GET AWAY WITH IT....!
In the last 2 years our board and C.O.R.E. have done an $800 assessment, a $500 assessment taken cable T.V. out of our amenities with no replacement or reduction in our fees and then January 1st 2023 raised our condo fees 20%.. and yet nothing is being done to this so called sale goes through...we have be taken hostage and being forced in to this...it needs to be null and voided once and for all !

Applegate Resident since 1990
Bruce Craig
5365 So. Baldwin Park
Murray, Utah 84123-4501
Ph: 385-267-2223

Applegate/ Fuji Townhomes Public Comments via telephone

6/6/23 - David Schneider, 793 W Clover Meadow Drive. Inquired regarding which entity is the applicant? Reasons for proposal of private road vs public road? Who will share amenities? It was explained to Mr. Schneider the city staff is proposing a second emergency access gate at the Spring Clover connection. He indicated that is a good solution given the proposed gate off Murray Blvd.

6/7/23 – Linda Soldan, 5110 S Daisy Lane, called for further explanation of the proposed project. She expressed concern regarding added traffic to the area and heights of the structures.