



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

Attachments

1. DRAFT PC 04.06.23.pdf

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

Attachments

1. Packet, Premier Strand Heating and Air- CUP.pdf

LAND USE TEXT ORDINANCE AMENDMENT(S)

5. --WITHDRAWN-- Land Use Text Amendment - Section 17.48.180 Pedestal Signs

**** The Applicant Has Withdrawn This Item****

Project # 23-061

Allow Pedestal and Planned Center Signs in Mixed Use Zoning Districts

Attachments

1. Packet, Mixed Use Signs - TA.pdf

SUBDIVISION REVIEW(S) - ADMINISTRATIVE ACTION

6. Stubler Subdivision - 6847 South Jefferson Street

Project # 23-050
Flag Lot Subdivision

Attachments

1. Packet, Stubler Subdivision.pdf

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)

Attachments

1. Packet - Berger Station.pdf

8. Applegate Condominiums - 770 West Applegate Drive (apx)

Project # 23-052
Amend Applegate Condominiums to split out a 5.11 acre portion of land

Attachments

1. Packet - Applegate Amended and Fuji Townhomes.pdf

CONDITIONAL USE PERMIT(S) - ADMINISTRATIVE ACTION

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

Project #23-054
Multi-Family Development - 42 Rental Townhomes
FOR STAFF REPORT SEE AGENDA ITEM #8

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>.

~DRAFT~

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.

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

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.

- 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.

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

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

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 transitional 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 juts-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.

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.

- 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.

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.

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'.

- 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.

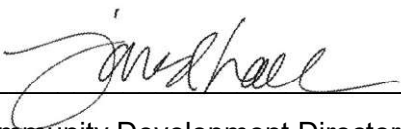
Commissioner Lowry commented that the public can call code enforcement to address issues like parking and truck deliveries. Commissioner Nay encouraged the public to keep in contact with planners because that area is going through a lot of changes.

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.

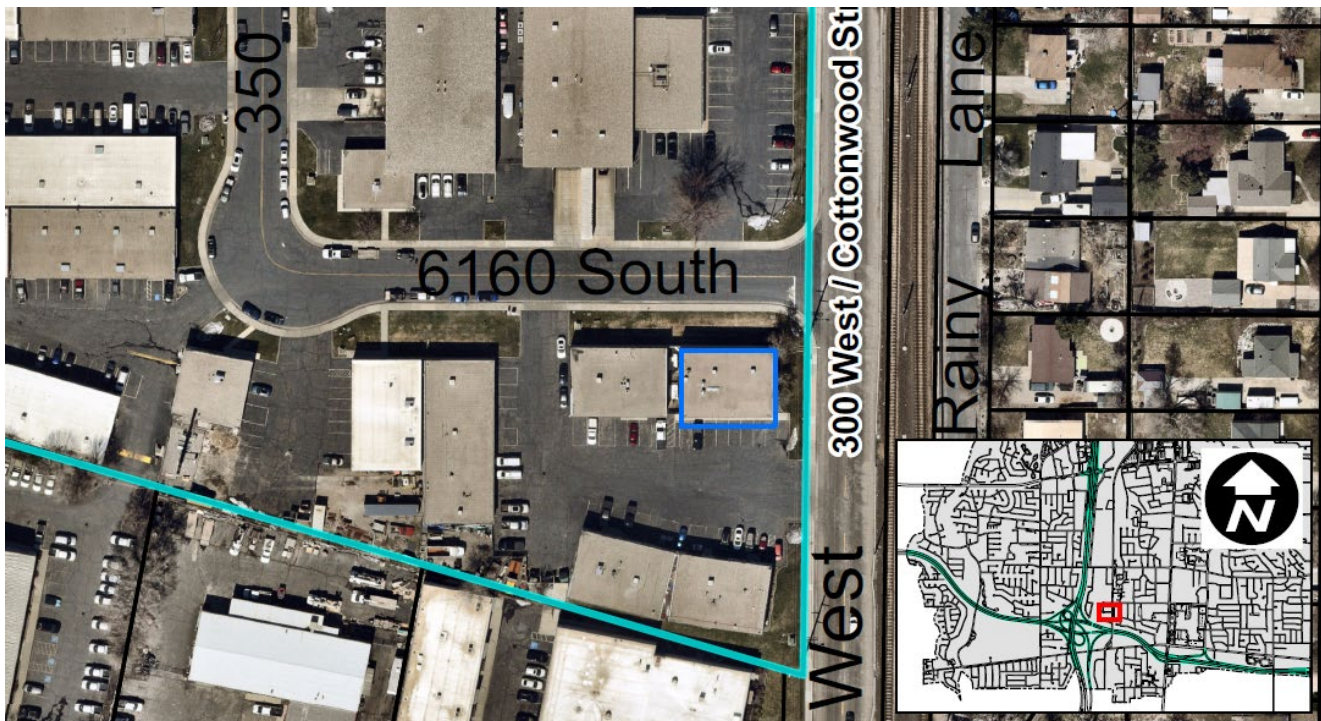


Community Development Director



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

<u>Direction</u>	<u>Land Use</u>	<u>Zoning</u>
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 ft² 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 is 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.



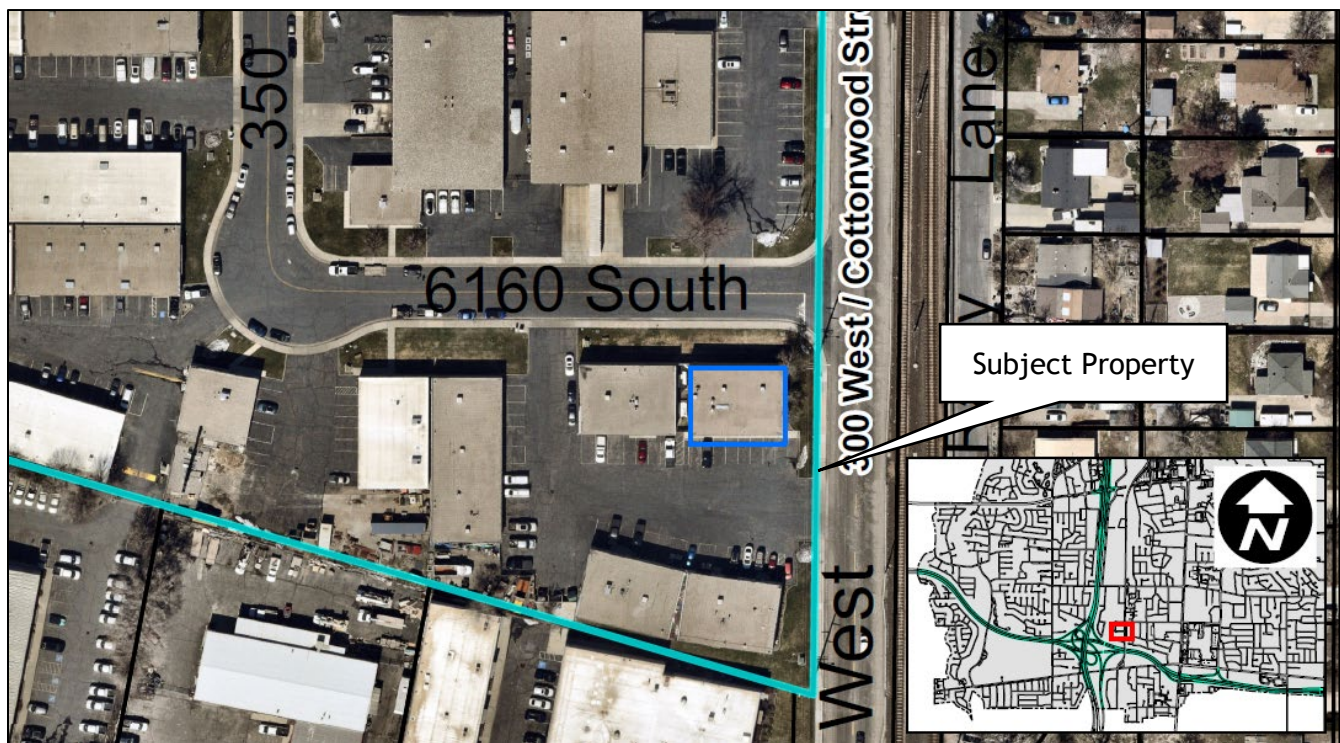
NOTICE OF PUBLIC MEETING

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.

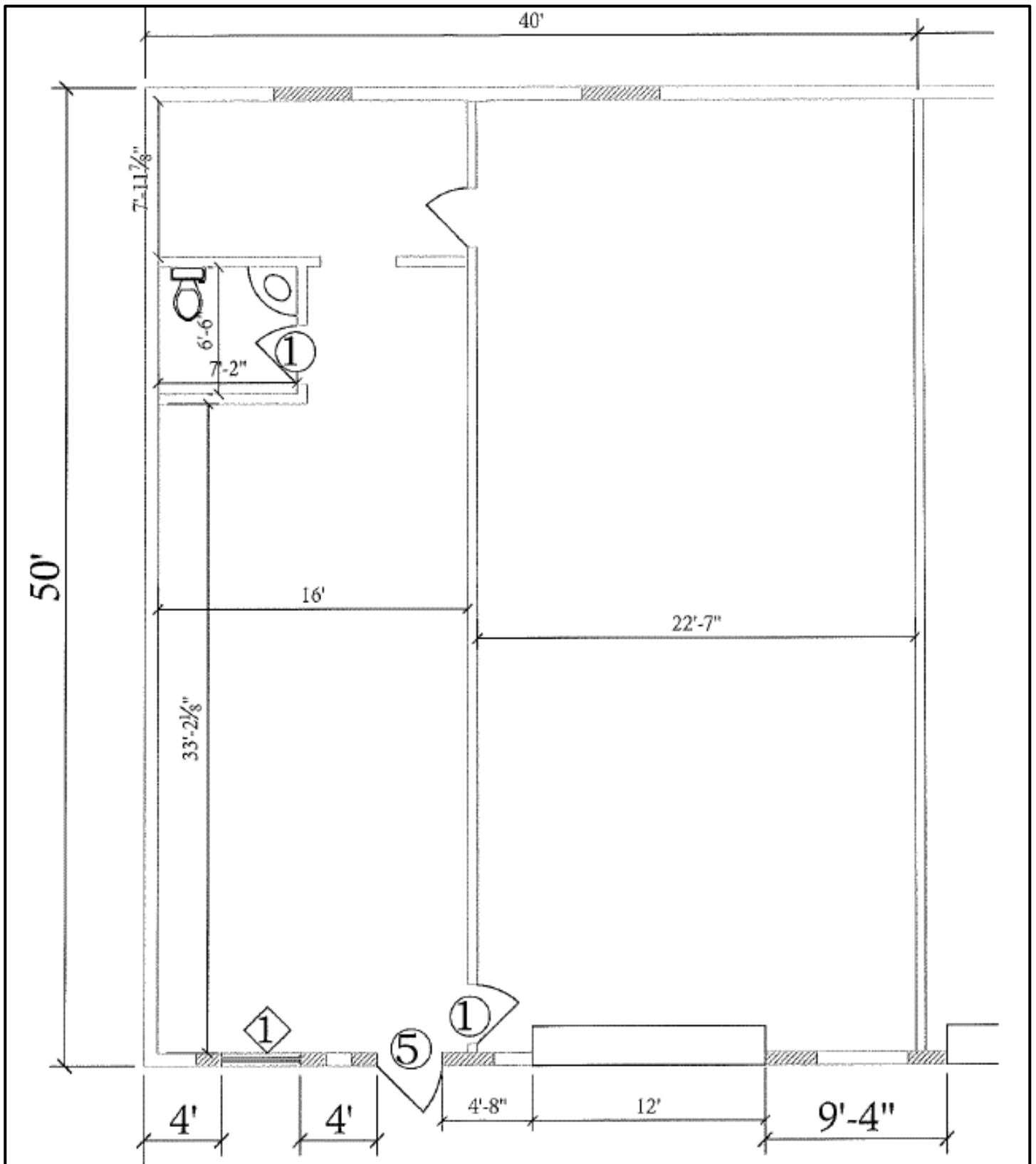


Figure 1: Proposed Floorplan

CONDITIONAL USE PERMIT APPLICATION

Type of Application (check all that apply):

☐ New Construction ☐ Land use change ☐ Remodel ☒ AdditionSubject 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 84157Daytime Phone #: (801) 293-8779 Fax #: _____Email Address: tally@premierhvac.netBusiness or Project Name: Premier strand Heat & AirProperty Owner's Name (If different): Ralph Kramer ConstructionProperty Owner's Mailing Address: 314 W 6160 SCity, State, Zip: Murray, Ut 84107Daytime Phone #: (801) 747-1000 Fax #: _____Email address: inbx.info@rwpark.comDescribe your request in detail (use additional page if necessary): FabricationShop for HVAC duct work, Fittings,
stands, and misc materials.Authorized Signature: Dennis K. Jones 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@rwwkpark.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

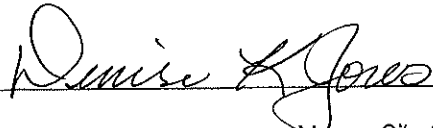
Per City Code Section 17.76.180: Multi Warehouse Facilities:

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

[Signature]
Owner's Signature

Owner's Signature (co-owner if any)

State of Utah

County of Salt Lake §

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

[Signature]
Notary Public
Residing in Salt Lake My commission expires: 11-28-26

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

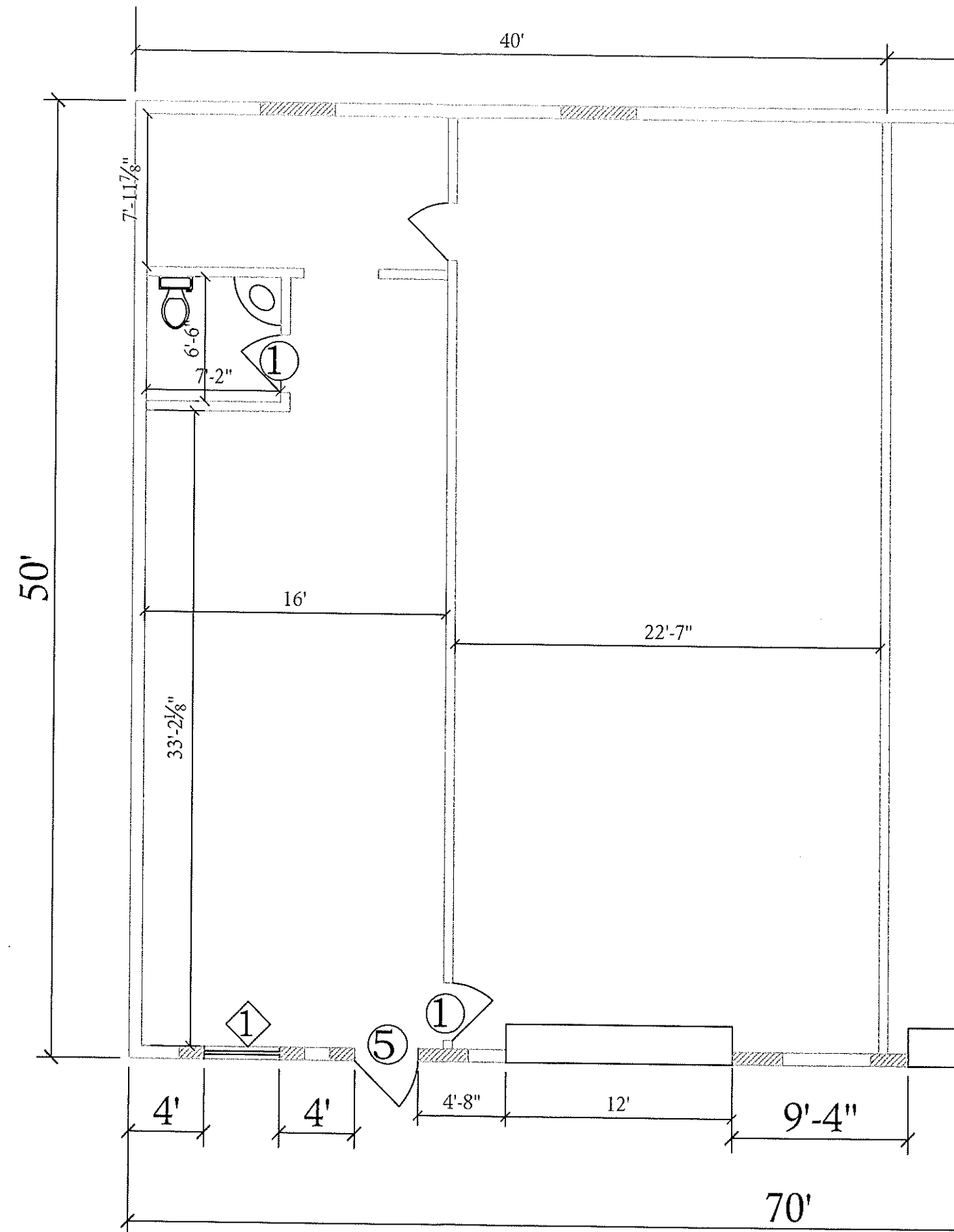
Owner's Signature (co-owner if any)

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

117-7



VIEWPOINT ON APPROACH.

11071 = 4/25



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 ft² 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.**



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 # 23061

☐ Zoning Map Amendment

☒ Text Amendment

☐ Complies with General Plan

☐ Yes

☐ No

Subject Property Address: _____

Parcel Identification (Sidwell) Number: 2205376009+10
2205376014, 15, 16, 17

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

Existing Zone: Mixed-use Proposed Zone: NA

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: [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

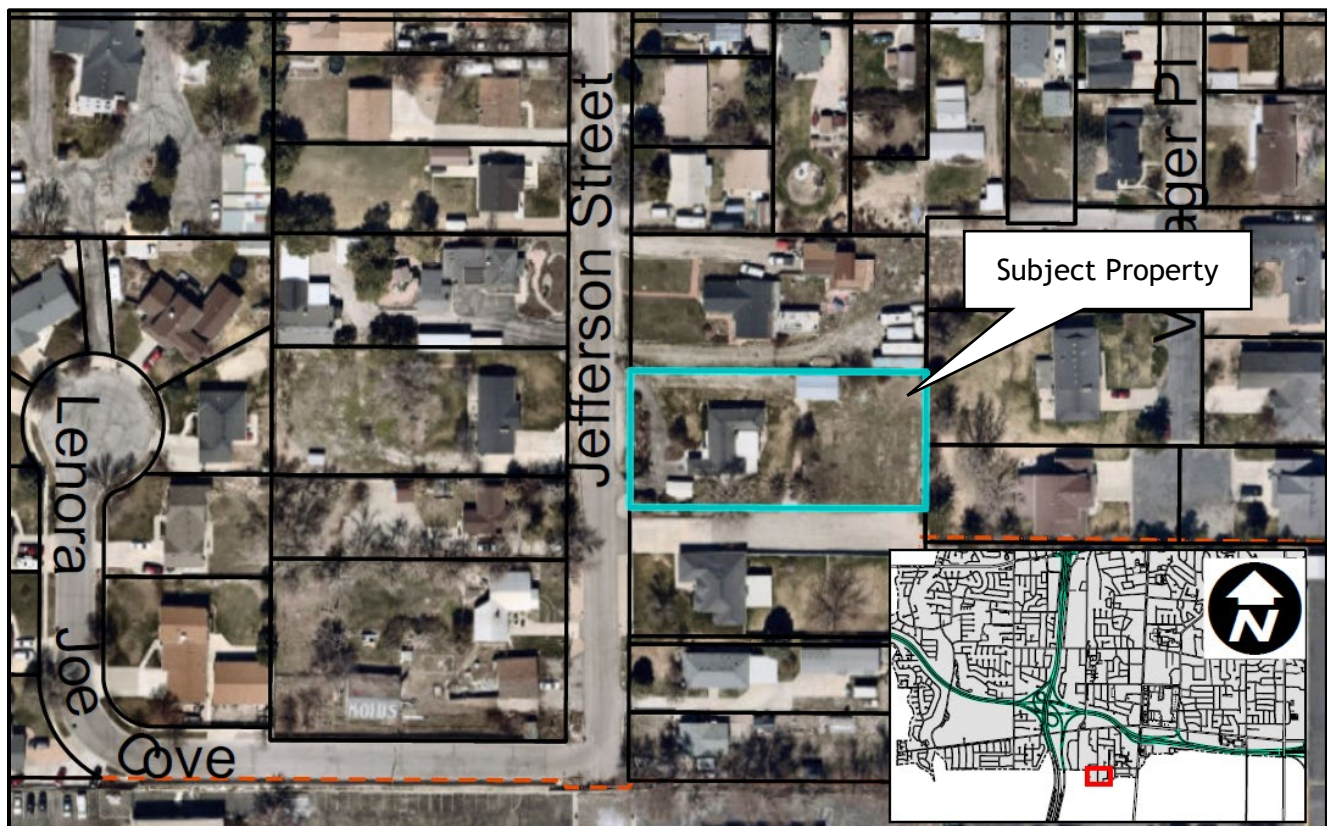
- Royce on 9th is a planned center. It meets the definition to be considered under these ordinances.
- The size of the property is 10 acres. It qualifies for a pedestal sign because it is over 7 acres.
- The area of the proposed sign is 200.4 sq ft. It is less than the maximum of 300 sq ft.
- The height 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.



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

<u>Direction</u>	<u>Land Use</u>	<u>Zoning</u>
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 ft² that will contain the existing home fronting

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.



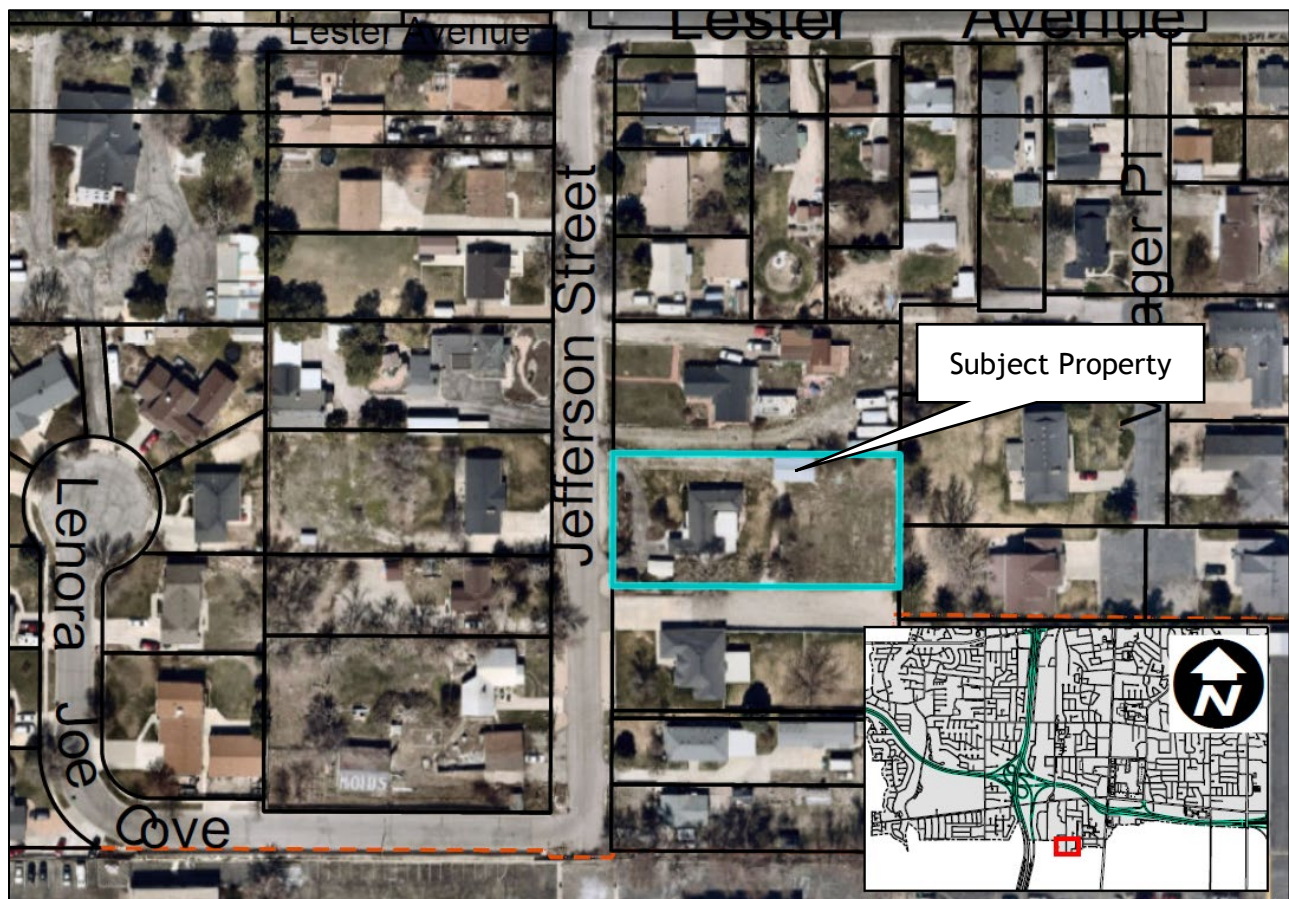
NOTICE OF PUBLIC MEETING

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 Hoffhine** 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/.

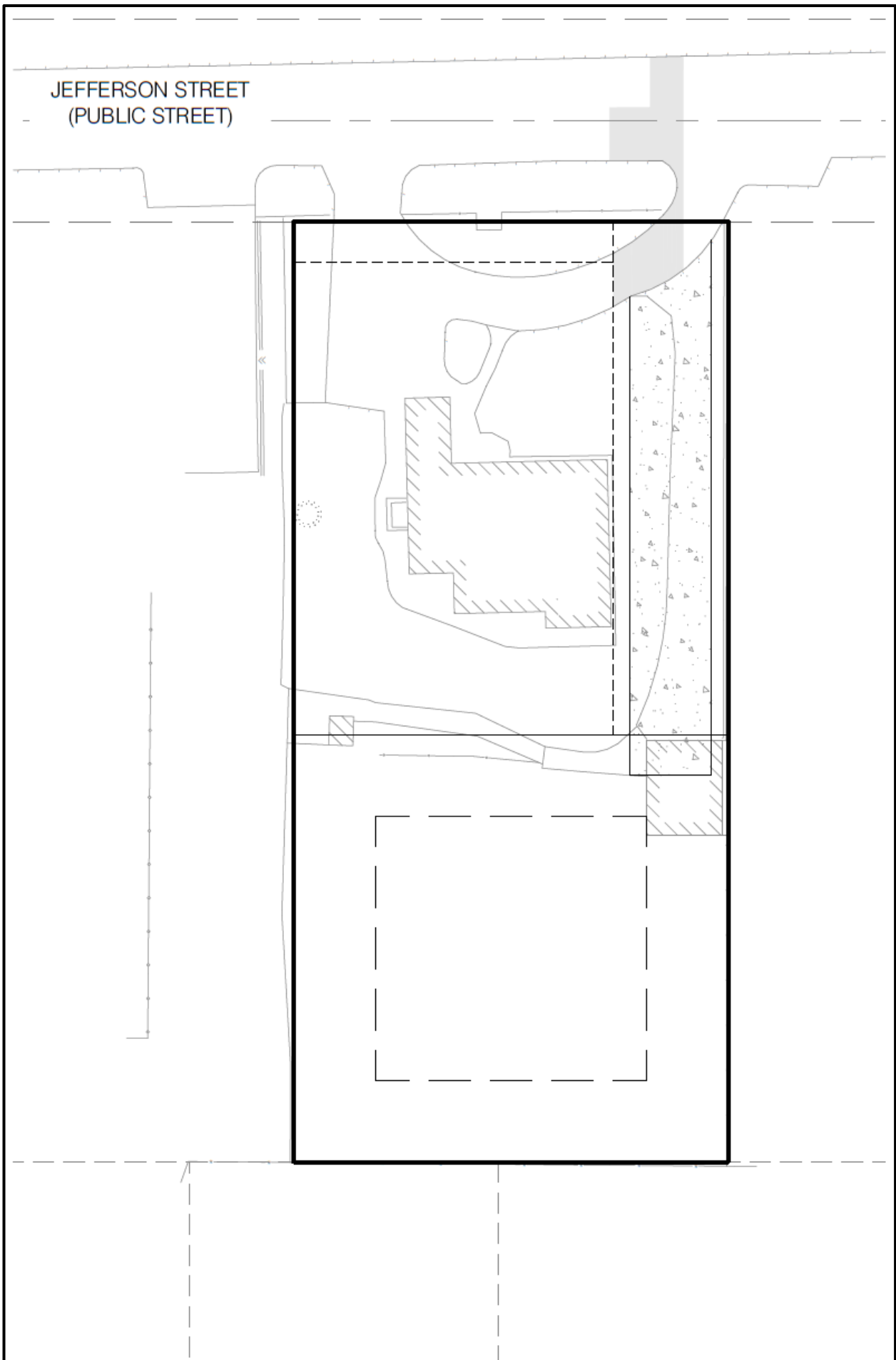
Comments are limited to 3 minutes or less, written comments will be included in the meeting record.



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



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: 21244760200000

Parcel Area: _____ Current Use: _____

Zoning Classification: Residential

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.

[Signature]
Owner's Signature

Owner's Signature (co-owner if any)

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

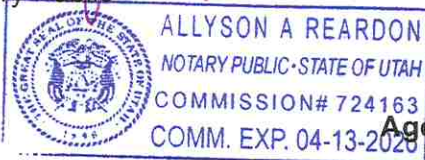
State of Utah

County of Salt Lake

[Signature]
Notary Public

Residing in: Salt Lake

My commission expires: 4/13/2026.



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.

[Signature]
Owner's Signature

Owner's Signature (co-owner if any)

On the 17 day of April, 2023, personally appeared before me

Cody Hofhine the signer(s) of the above Agent Authorization who duly acknowledge to me that they executed the same.

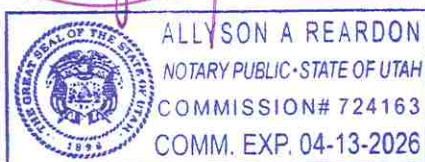
State of Utah

County of Salt Lake

[Signature]
Notary Public

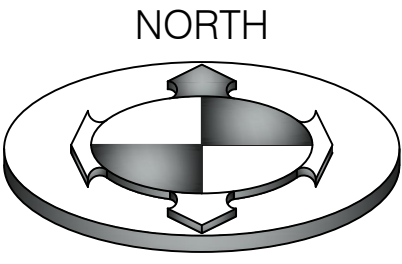
Residing in: Salt Lake

My commission expires: 4/13/2026

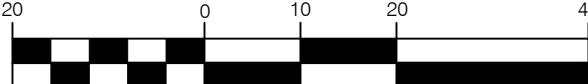


STUBLER SUBDIVISION

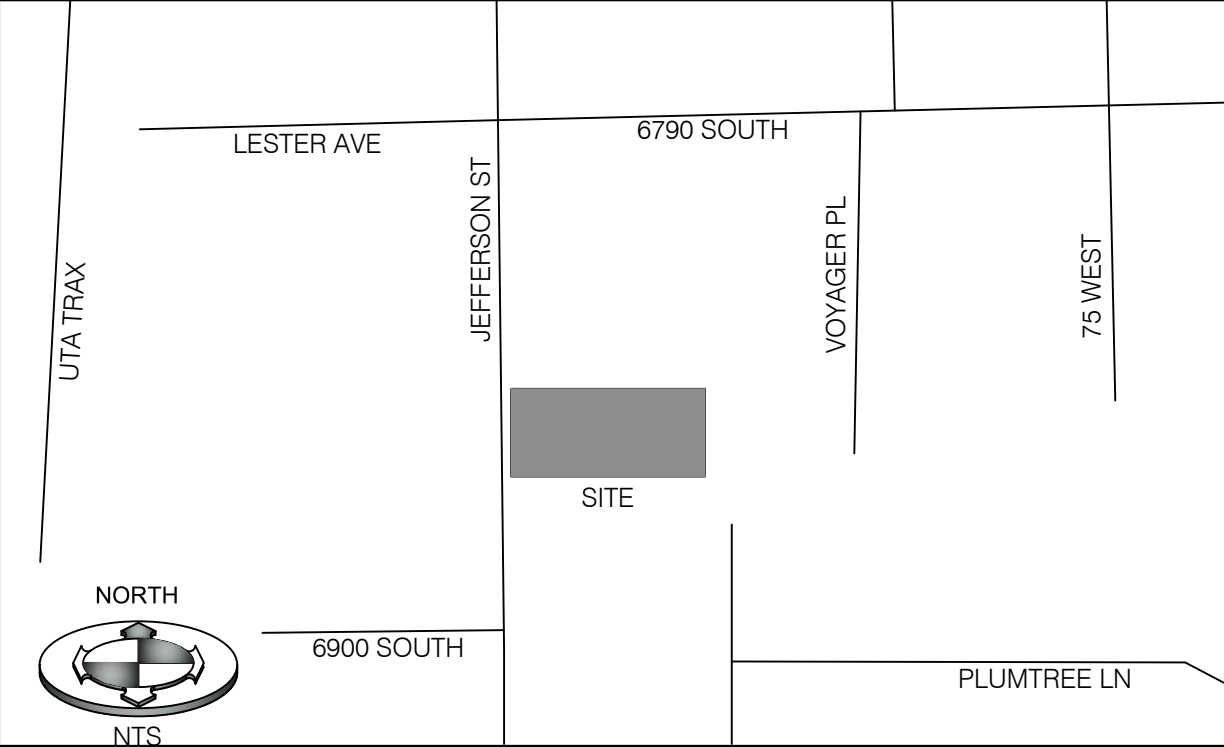
LOCATED IN THE SOUTHEAST QUARTER OF SECTION 25,
TOWNSHIP 2 SOUTH, RANGE 1 WEST,
SALT LAKE BASE AND MERIDIAN
MURRAY CITY, SALT LAKE COUNTY, UTAH



GRAPHIC SCALE



(IN FEET)
1 inch = 20ft



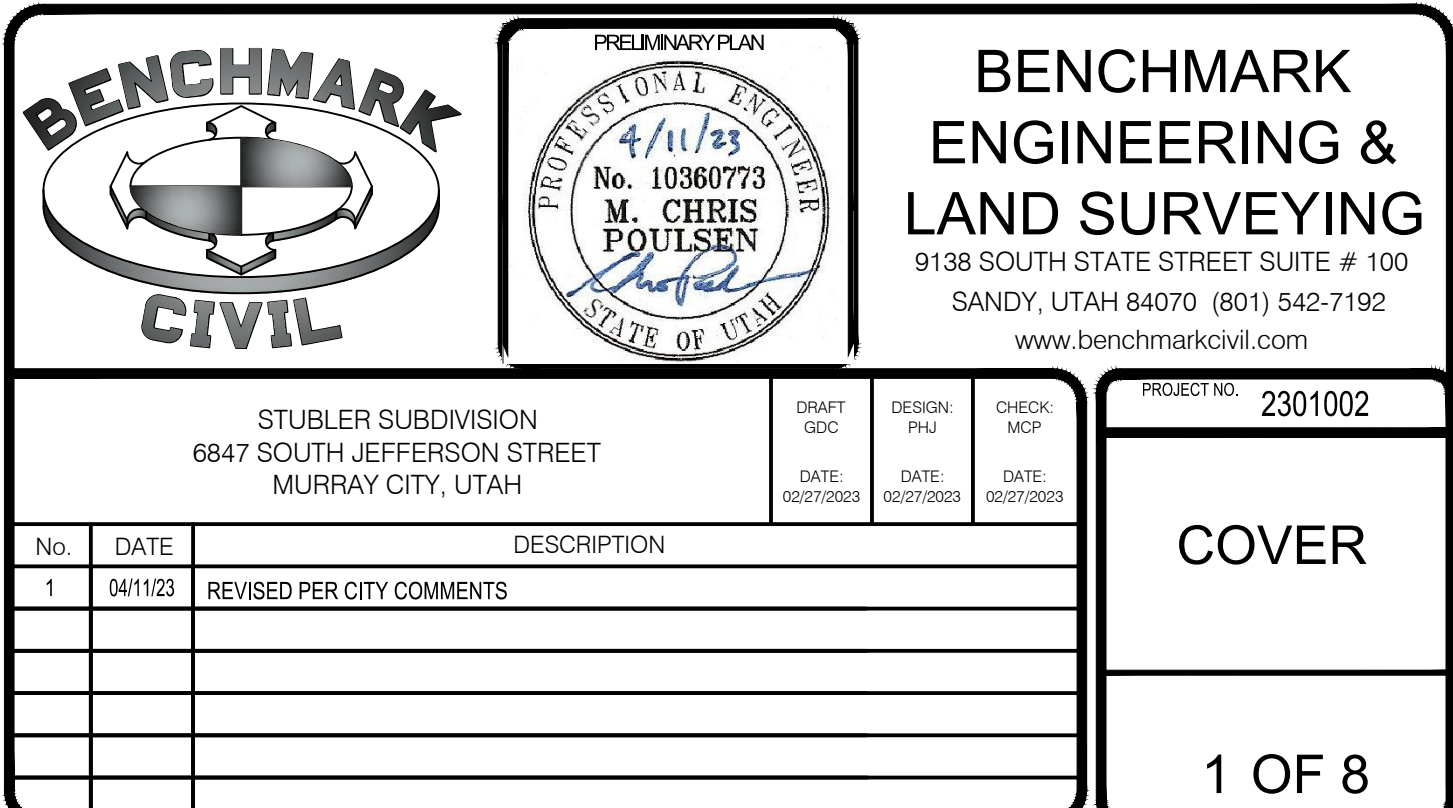
VICINITY MAP
N.T.S

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



BENCHMARK ENGINEERING CONTACT: M. CHRIS POULSEN, PE

LINETYPES:	
NEW	EXISTING
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	



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 REMEDIATION 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, AND 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.

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

- GENERAL**
- ALL MATERIALS AND CONSTRUCTION IN THE PUBLIC RIGHT OF WAY SHALL BE IN ACCORDANCE WITH RESPONSIBLE DISTRICT OR AGENCY.
 - 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 S&D MEETING.
 - CONTRACTOR SHALL BE RESPONSIBLE FOR ALL PUBLIC SAFETY AND OSHA STANDARDS.
 - THE CONTRACTOR SHALL FAMILIARIZE HIMSELF WITH THE PLANS, THE GEOLOGY REPORTS AND THE SITE CONDITIONS PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL INSPECT THE SITE OF WORK PRIOR TO BEGINNING 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 RELEVANT 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.
 - ALL WORK SHALL COMPLY WITH THE AMERICAN PUBLIC WORKS ASSOCIATION (APWA) MANUAL OF STANDARD SPECIFICATIONS 2017 EDITION AND THE MANUAL OF STANDARD PLANS 2017 EDITION, S&D STANDARD SPECIFICATIONS AND PLANS SHALL BE SUBSIDIARY TO MORE STRINGENT REQUIREMENTS BY APPLICABLE LOCAL JURISDICTION.
 - 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 REGULAR UNSAFE CONDITIONS HAZARDOUS TO PERSONS, PROPERTY AND THE ENVIRONMENT. CONTRACTOR SHALL BE AWARE OF SUCH SPECIAL 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.
 - 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 OBTAINED 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 COUNTY. CONTRACTOR SHALL NOTIFY CITY, COUNTY, AND/OR STATE, 24 HOURS IN ADVANCE OF COMMUNICATING THE WORK, OR AS REQUIRED BY S&D PERMITS.
 - CONCRETE PLACEMENTS SHALL BE CONTINUOUS BETWEEN CONSTRUCTION JOINTS. CONSTRUCTION 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.
 - 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.
 - 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.
 - ALL STAKES AND RAILINGS ARE DESIGNED BY OTHERS AND MUST COMPLY WITH THE ADA STANDARDS FOR ACCESSIBLE DESIGN. S&D STANDARD SPECIFICATIONS AND PLANS SHALL BE SUBSIDIARY TO MORE STRINGENT REQUIREMENTS BY APPLICABLE LOCAL JURISDICTION.
 - 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.
 - 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 OR REPAIRING EXISTING IMPROVEMENTS THAT ARE DAMAGED, BROKEN, OR OUT IN THE INSTALLATION OF THE WORK COVERED BY THESE PLANS OR SPECIFICATIONS. SAID FACILITIES SHALL BE REPLACED AT THE CONTRACTORS 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.
 - 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 LUMINAIRES, CONDUITS, 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.
 - 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 REVISIONS AS A PRECONDITION TO THE FINAL PROGRESS PAYMENT APPROVAL AND/OR FINAL ACCEPTANCE.
- UTILITIES**
- CONTRACTOR TO SPACE UTILITIES TO PROVIDE MINIMUM DISTANCES AS REQUIRED BY LOCAL, COUNTY, STATE, AND INDIVIDUAL UTILITY CODES.
 - ALL UTILITIES INSTALLED IN ACCORDANCE WITH THE RESPONSIBLE DISTRICTS OR AGENCIES STANDARDS AND SPECIFICATIONS.
 - 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.
 - ALL STORM WATER CONVEYANCE PIPING TO BE RCP - CLASS 3 OR ADS HOPE PIPE OR EQUAL UNLESS OTHERWISE NOTED.
 - ALL ELECTRICAL CONDUITS/LINES TO BE PVC SCH 40 OR BETTER.
 - ALL GAS LINES TO BE HOPE WITH COPPER TRACER WIRE AND DETECTA TAPE. TERMINATE TRACER WIRE AT APPROVED LOCATIONS.
 - ALL GAS LINE TAPS, VALVES AND CAPS TO BE FUSED USING ELECTRO - FUSION TECHNOLOGY.
 - ALL PHONE AND TV CONDUITS TO BE PVC SCH 40 OR BETTER.
 - 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.
 - 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.
 - 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 APPROXIMATELY REACHES 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.
 - IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO INSTALL PIPE OF ADEQUATE CLASSIFICATION WITH SUFFICIENT BEDDING TO MEET ALL REQUIREMENTS AND RECOMMENDATIONS FOR H-20 LOAD REQUIREMENTS.
 - 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.
 - 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.
 - CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATION WITH UTILITY COMPANIES FOR THE INSTALLATION OF ALL NEW AND THE REMOVAL, RELOCATION, OR BURIAL OF EXISTING 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**
- 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.
 - ALL SEWER PIPES ARE TO BE SDR-35 PVC PIPE.
 - 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.
 - 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.
 - 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.
 - ALL SEWER LATERAL BENDS AND ANGLES TO BE INSTALLED AS SWEEPING BENDS WITH SEWER CLEANOUTS.
 - DURING CONSTRUCTION OF THE SEWERLINE, WHYS 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)
 - 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 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**
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.
 - ALL WATERLINES SHALL BE 8" MINIMUM SIZE AND SERVICE LATERALS SHALL BE 1-1/2" MINIMUM UNLESS OTHERWISE NOTED.
 - WATER SERVICE LATERALS TO INCLUDE ALL BRASS SADDLE, CORP. STOP LATERAL, DOUBLE CHECK VALVE AND BACKFLOW PREVENTION DEVICE, AND SHUT-OFF VALVE IN BOX NEAR BUILDING EDGE.
 - 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 LOOPEED AROUND GRASSY LINES OR HOPE PER RESPONSIBLE DISTRICT OR AGENCY INSPECTOR.
 - CONTRACTOR TO NOTIFY RESPONSIBLE DISTRICT OR AGENCY FOR CHLORINE TEST PRIOR TO FLUSHING LINES. CHLORINE LEFT IN PIPE 24 HRS. MINIMUM WITH 25 PSI 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.
 - BOTTOM FLANGE OF FIRE HYDRANTS TO BE SET TO APPROXIMATELY 4 INCHES ABOVE BACK OF CURB ELEVATION. HYDRANTS TO INCLUDE TEE, 8" LINE VALVE, AND HYDRANT COMPLETE TO MEET RESPONSIBLE DISTRICT OR AGENCY STANDARDS, UNLESS OTHERWISE NOTED ON PLANS.
- EXISTING UTILITIES**
- 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 CONTRACTORS SOLE RESPONSIBILITY TO VERIFY ALL EXISTING INFORMATION 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 SUM 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.
 - PRIOR TO COMMENCING ANY WORK, IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO HAVE EACH UTILITY COMPANY LOCATE THE LINE IN THE FIELD. STATE, 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. IF WILL BE THE CONTRACTORS SOLE RESPONSIBILITY TO DIRECTLY CONTACT ANY OTHER UTILITY COMPANIES THAT ARE NOT MEMBERS OF BLUE STAKES. IT SHALL BE THE CONTRACTORS 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.
 - 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.
 - IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO ASSURE THAT ALL PIPES, WALLS, ETC. ARE ADEQUATELY BRACED DURING CONSTRUCTION.
- CLEARING AND GRADING**
- 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.
 - 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.
 - 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.
 - 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.
 - 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.
 - 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.
 - 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.
 - NO TREES SHALL BE REMOVED OR DAMAGED WITHOUT SPECIFIC WRITTEN AUTHORIZATION FROM PROPERTY OWNER.
 - 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.
 - 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 GEOTECHNICAL REPORT.
 - 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.
 - CONTRACTOR TO SUBMIT PROCTOR AND/OR MARSHALL TEST DATA 24 HOURS PRIOR TO COMPACTION TESTS.
 - STRAIGHT GRADE SHALL BE MAINTAINED BETWEEN CONTOUR LINES AND SPOT ELEVATIONS UNLESS OTHERWISE SHOWN ON PLANS.
 - CUT AND FILL SLOPES SHALL BE NO STEEPER THAN 2 HORIZONTAL TO 1 VERTICAL. ALL SLOPES IN ADJOINING STREETS, DRAINAGE CHANNELS, OR ON OTHER FACILITIES SHALL BE GRADED NO STEEPER THAN 2 TO 1 FOR CUT AND FILL.
 - GRADES WITHIN APPLICABLE PARKING AREAS SHALL BE CONSTRUCTED TO WITHIN 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.
 - THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING HIS OWN ESTIMATE OF EARTHWORK QUANTITIES.
 - 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.
- SITE WORK SHALL MEET OR EXCEED OWNERS SITE SPECIFICATIONS.
 - 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.
 - APPROVED PROTECTIVE MEASURES AND TEMPORARY DRAINAGE PROVISIONS MUST BE USED TO PROTECT ADJOINING PROPERTIES DURING THE GRADING PROJECT.
 - 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 3% IN ANY DIRECTION. SEE 68.6
70.3. CONCRETE FLOWWORK SHALL SLOPE AT A MINIMUM OF 1% AND MAXIMUM OF 3% 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 AGENCIES 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 2% AND INTERVIEWS 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.
 - 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.
 - 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.
 - THE CONTROL OF GROUNDWATER SHALL BE SUCH THAT SOFTENING OF THE BOTTOM OF EXCAVATIONS, OR FORMATION OF 'QUICK' CONDITIONS OR 'BOLDS,' DOES NOT OCCUR. DEWATERING SYSTEMS SHALL BE DESIGNED AND OPERATED SO AS TO PREVENT REMOVAL OF NATURAL SOILS. THE RELEASE OF GROUNDWATER TO EXISTING CONDITIONS SHALL BE 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 UPOUS UTAH POLLUTANT DISCHARGE ELIMINATION SYSTEM (PEMIS) IS REQUIRED FOR DISPOSAL OF WATER FROM CONSTRUCTION DEWATERING ACTIVITIES, IT SHALL BE OBTAINED BY THE CONTRACTOR PRIOR TO ANY DEWATERING ACTIVITIES.
 - 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 CONTRACTOR WORKMEN FOR OPERATION AND MAINTENANCE OF SUCH 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**
- 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.
 - 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 CONTRACTORS 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.
 - 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 A PLAN IS REQUIRED, CONTRACTOR SHALL PROVIDE PLAN AND RECEIVED PROPER APPROVALS PRIOR TO BEGINNING CONSTRUCTION. WORK IN EASEMENT AND/OR RIGHT-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 RIGHT-OF-WAY OR RIGHT-OF-INTERSECTION 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 COMPACTION TO A MINIMUM DEPTH OF 6" FOR ALL ON-SITE DEVELOPMENT. ALL OFF-SITE IMPROVEMENTS ARE TO BE DONE PER APWA STANDARDS.
 - 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.
 - AGGREGATE BASE: AGGREGATE BASE SHALL BE GRADE 34 UNTREATED BASE COURSE, AND COMPLY PREPARED REPORT OF THE SOILS INVESTIGATION PREPARED ON THIS SITE.
 - ALL SIDEWALKS AND CROSSINGS TO MEET CURRENT ADA STANDARDS/APWA STANDARDS.
 - 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 CONTRACTORS UNIT PRICE FOR PAVEMENT, AND NO ADDITIONAL PAYMENT SHALL BE MADE FOR SUCH WORK.
 - INSTALLATION OF STREET LIGHTS SHALL BE IN ACCORDANCE WITH CITY STANDARDS.
 - 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.
 - THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REMOVAL OF ALL STRIPPING AND/OR PAVEMENT MARKINGS NECESSARY TO THE EXISTING STRIPPING INTO FUTURE STRIPPING. METHOD OF REMOVAL SHALL BE BY GRINDING OR SANDBLASTING.
 - STRIPING AND PAVEMENT MARKINGS SHALL BE IN CONFORMANCE WITH MUTCD & APWA 32 17 23.
 - 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.
 - 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.

DESCRIPTION		REVISIONS		SCALE	
NO.	DATE	NO.	DATE	SCALE	MEASUREMENTS
1	04/11/23			1" = 40'	1" = 40'
CHECKED BY: MCP		DATE: 02/27/2023		SCALE: 1" = 40'	
DRAWN BY: DM/JM		DATE: 0			

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

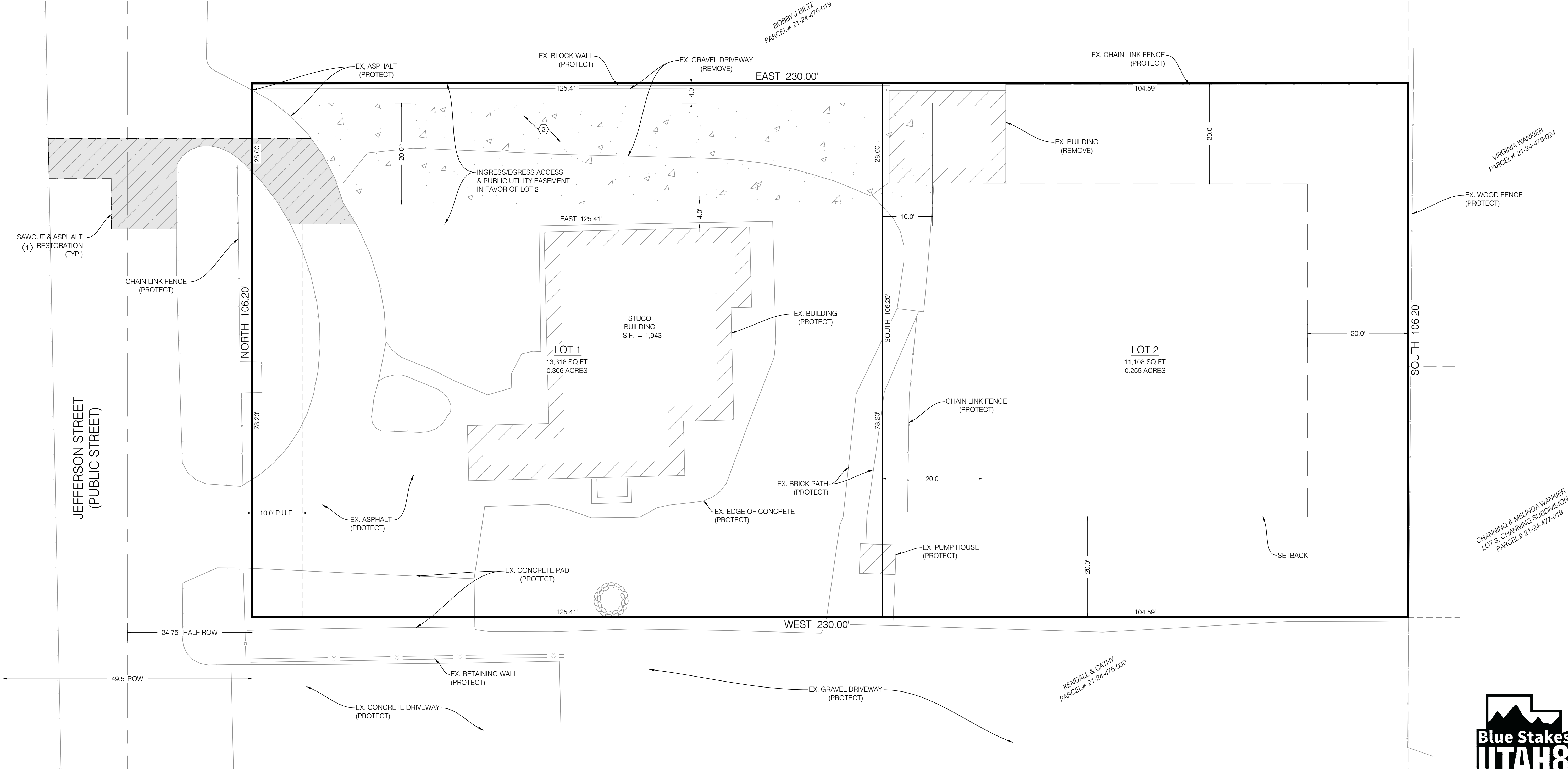
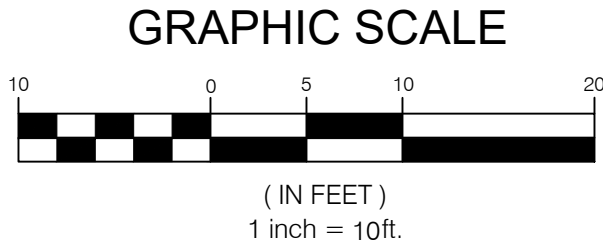
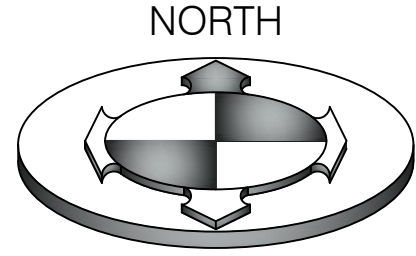
LOT 2 - AREA TABLE		
PARTICULARS	S.F.	%
BUILDING	2,000	18.0
HARDSCAPE	2,167	19.5
LANDSCAPE	6,941	62.5
TOTAL	11,108	100.0

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

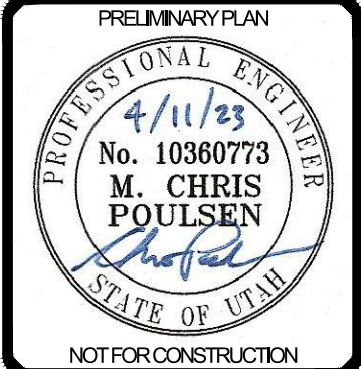
NOTE:
SLOPE ACROSS THE ACCESSIBLE PARKING STALLS & ACCESS ISLE SHALL NOT EXCEED A 1:48 (2.00%) SLOPE, THE MAX GRADE DIFFERENCE BETWEEN THE ASPHALT SURFACE, ACCESSIBLE RAMP, AND SIDEWALK SHALL NOT EXCEED 1/4 INCH VERTICAL OR 1/2 INCH WHEN BEVELED. THE ACCESSIBLE MEANS OF EGRESS INCLUDING THE DRIVEWAY 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



DESCRIPTION	
DATE	04/11/23
NO.	1
DESIGNED BY	MCP
CHECKED BY	DMJM
DATE	02/27/2023
DRAWN BY	2301002 SITE
SCALE	0 1 2
SCALE MEASURES 1 INCH ON FULL SIZE SHEETS ADJUST ACCORDANCE FOR REDUCED SIZE SHEETS	



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STUBLER SUBDIVISION
6847 SOUTH JEFFERSON STREET
MURRAY CITY, UTAH

PROJECT NO. 2301002

SITE
PLAN

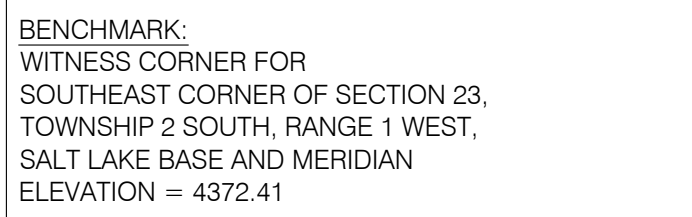
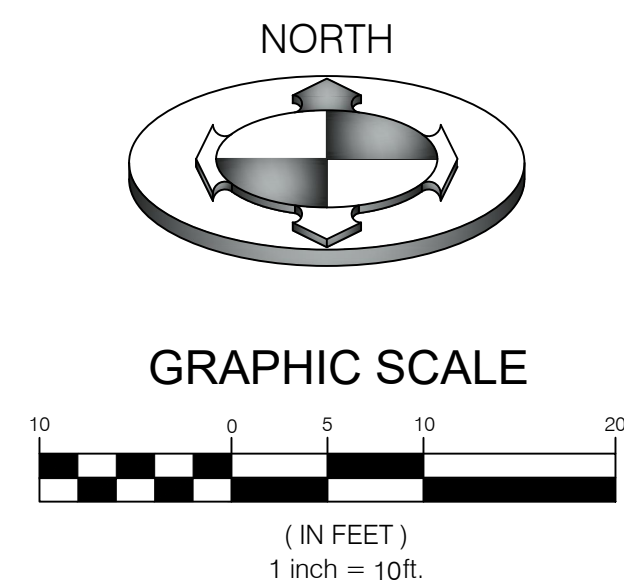
CSP.01
3 OF 8



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.



BENCHMARK
CIVIL

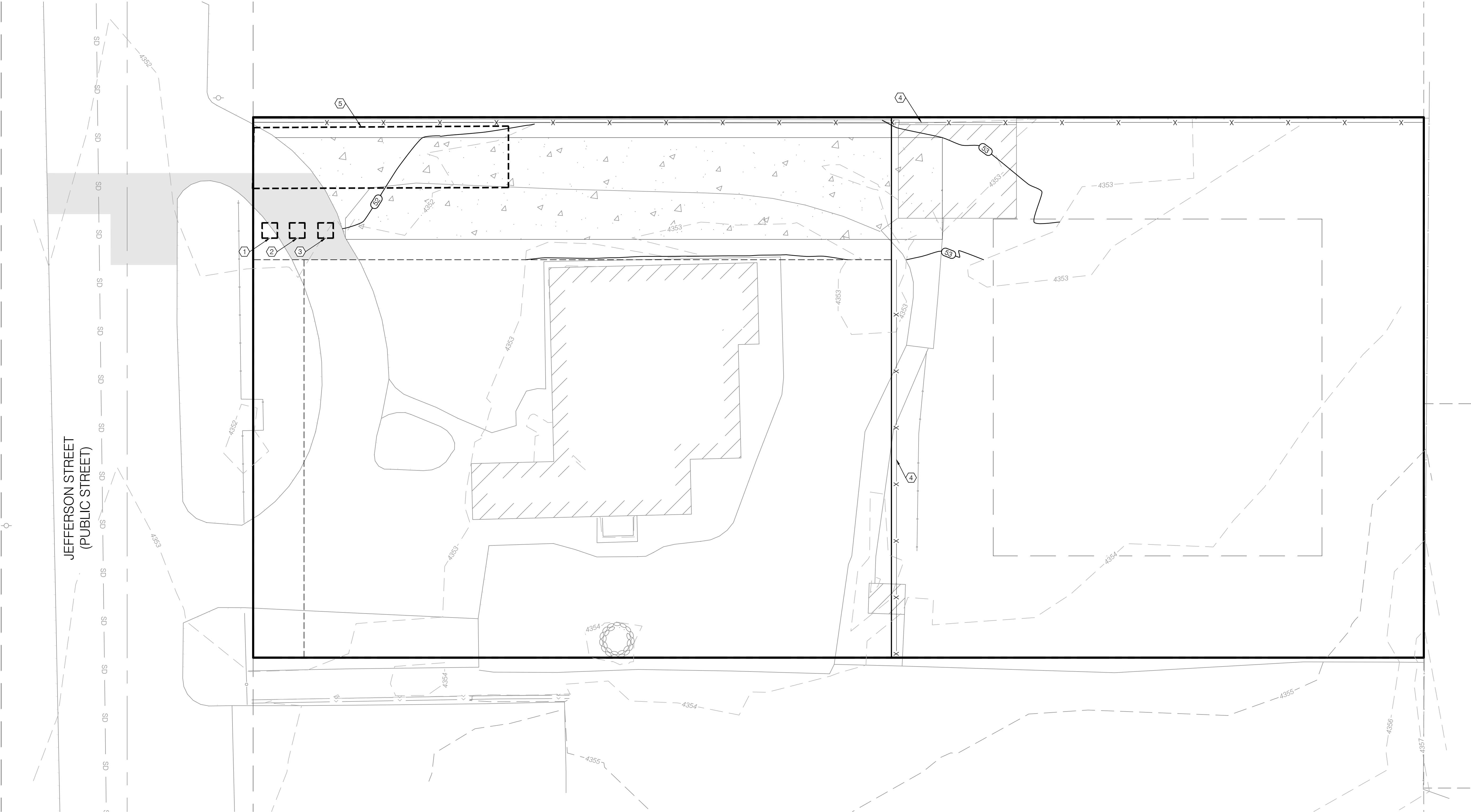
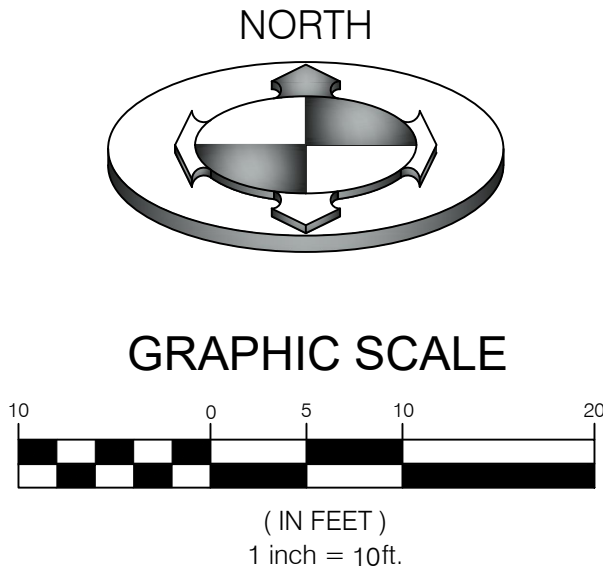
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STUBLER SUBDIVISION	6847 SOUTH JEFFERSON STREET MURRAY CITY, UTAH
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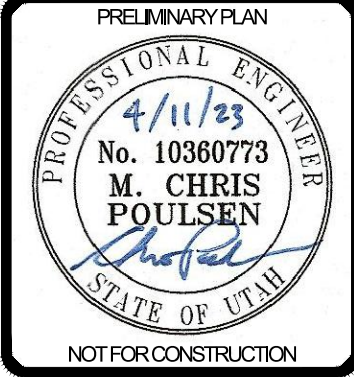
SWPPP KEY NOTES REFERENCE		
PROVIDE, INSTALL AND/OR CONSTRUCT THE FOLLOWING PER THE SPECIFICATIONS GIVEN OR REFERENCED AND THE DETAILS NOTED AND AS SHOWN ON THE CONSTRUCTION DRAWINGS.		
NO	DESCRIPTION	DETAIL
①	CONCRETE WASTE MANAGEMENT	1/CEP.02
②	MATERIALS STORAGE	3/CEP.02
③	PORTABLE TOILETS	4/CEP.02
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 CONTRACTORS EXPENSE, TO MINIMIZE ANY DUST NUISANCE AND SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS OF THE CITY.



NO	DATE	DESCRIPTION
1	04/11/23	REVISED PER CITY COMMENTS
SCALE MEASURES HINGED ON FULL SIZE SHEETS ADJUST AS NECESSARY FOR REDUCED SIZE SHEETS		

DRAWN BY	GDC
CHECKED BY	MCP
DESIGNED BY	DMJM
DATE	02/27/2023
DWG FILE	2301002_SITE



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MURRAY CITY, UTAH

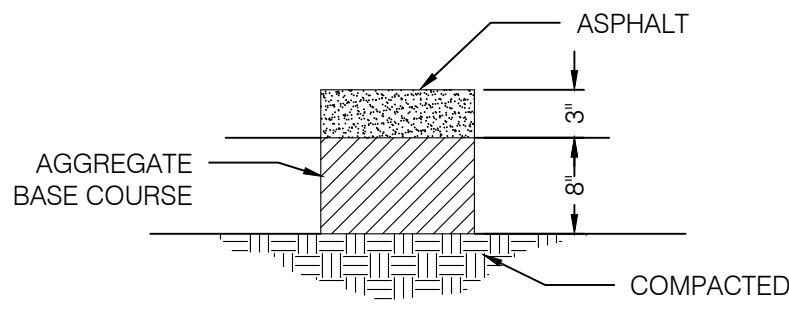
PROJECT NO. 2301002

EROSION CONTROL PLAN

CEP.01
6 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

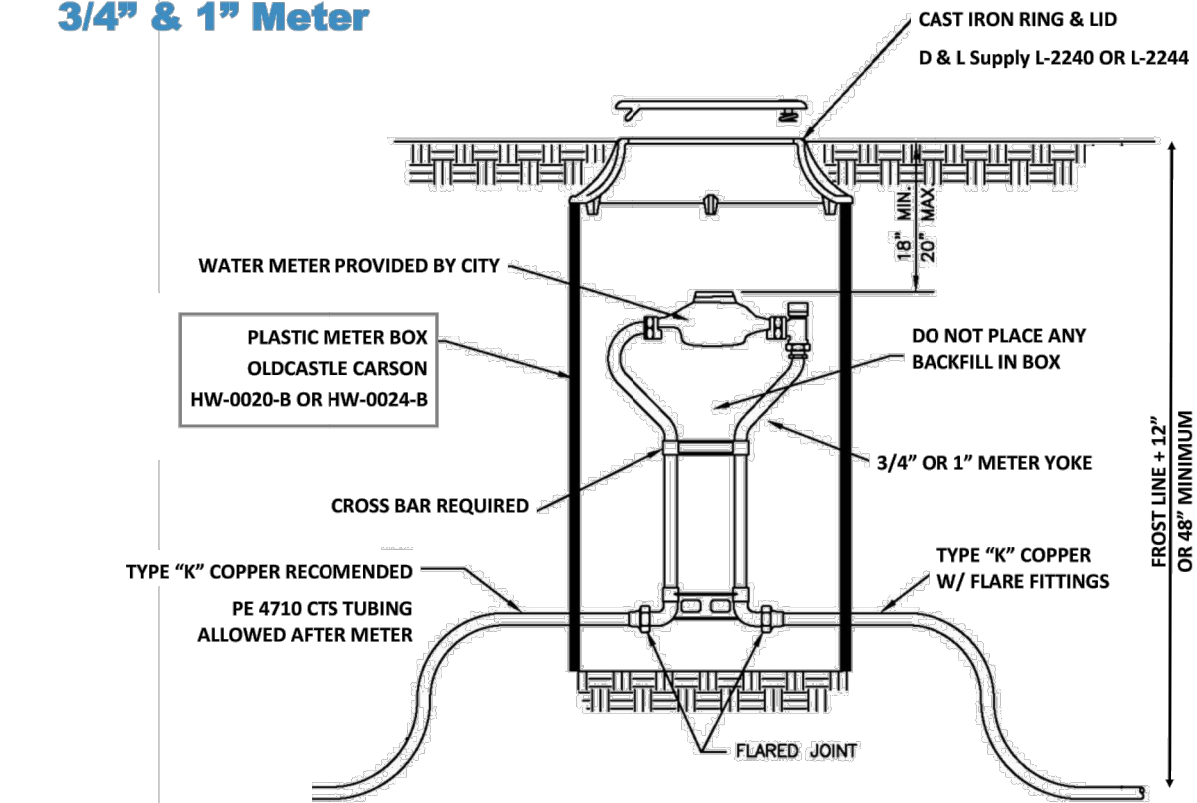
SCALE: NTS

Installation (Continued) Meter Box Installation

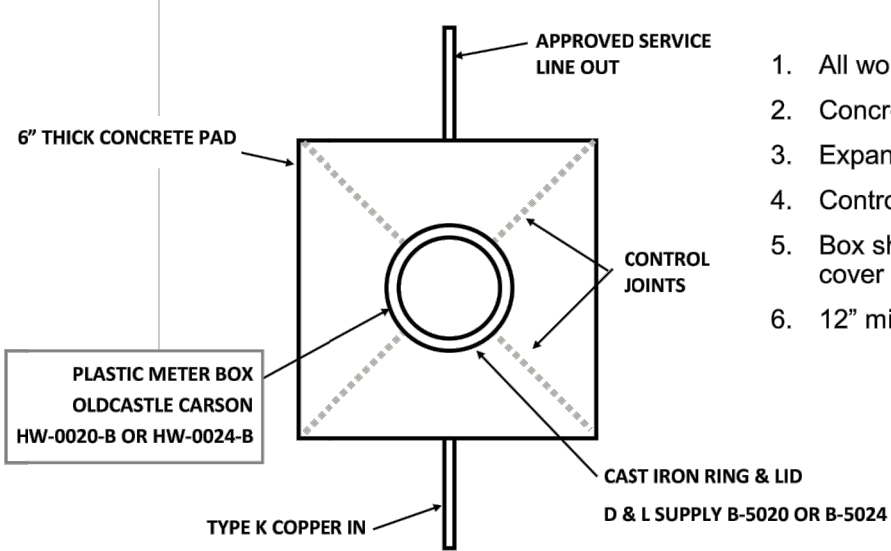


1. All meters are to be installed in the park strip or within 5 feet of the property line (street side).
2. Do not install meter boxes under driveway approaches, sidewalks, in parking lots, or under curb and gutter. Box should be placed in a landscaped area.
3. The box shall be set so that the grade 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 be 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.

Water Specifications & Requirements

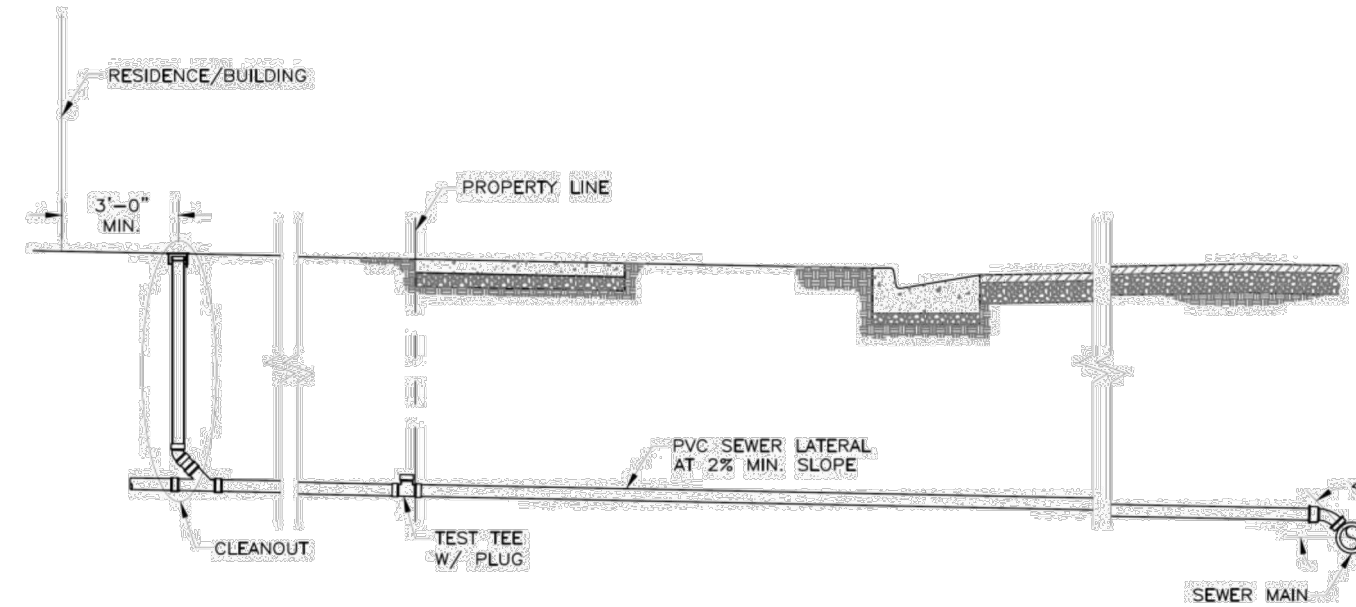
14

Murray City Water

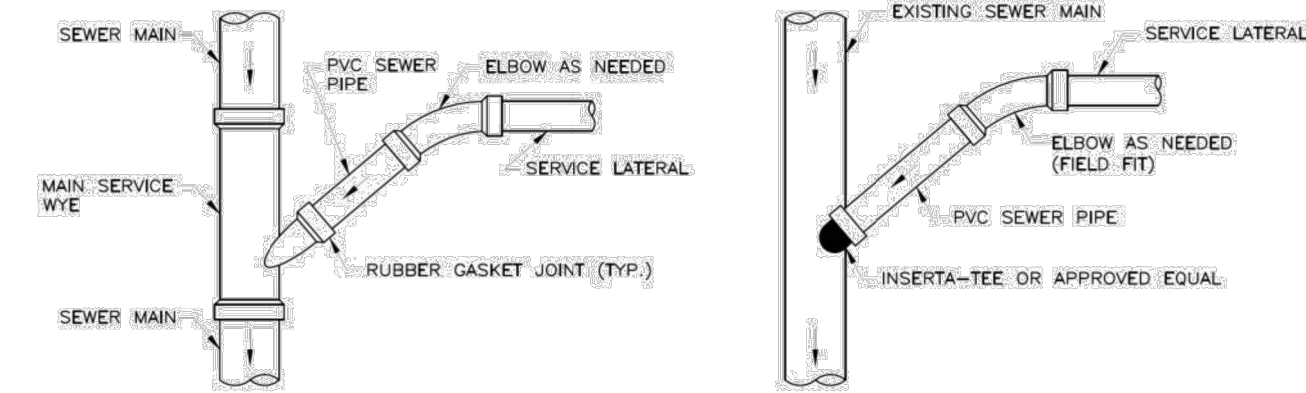
3/4" WATER METER 2

SCALE: NTS

Typical Sewer Lateral and Cleanout



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.

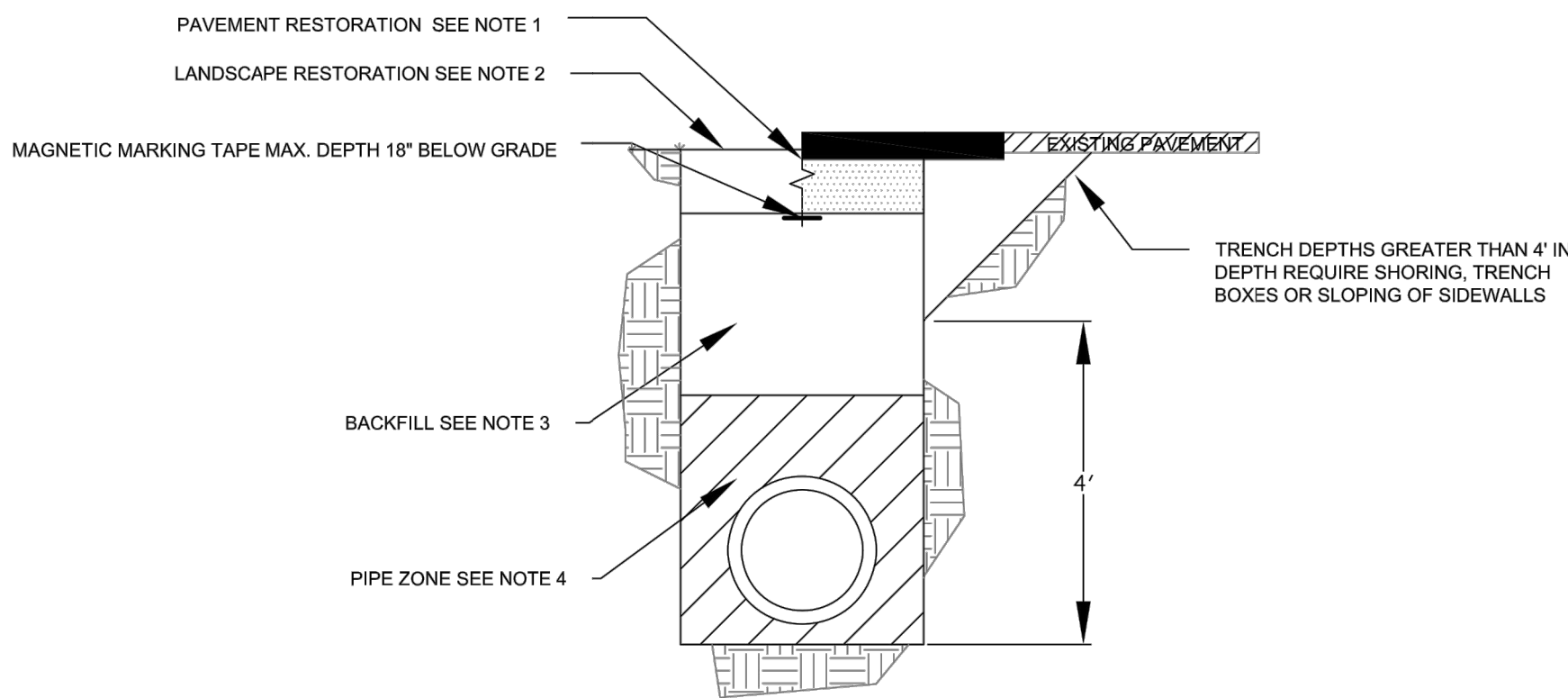
Wastewater Specifications & Requirements

11

Murray City Wastewater

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 LEFT THICKNESS TO BE A MAXIMUM OF 6" 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 PLACED ACCORDING TO 2017 APWA STANDARD PLAN 382.

DATE	REVISIONS	MADE BY
2/13	GENERAL REVISIONS	SEP
2/14	GENERAL REVISIONS	CC
2/15	GENERAL REVISIONS	CC



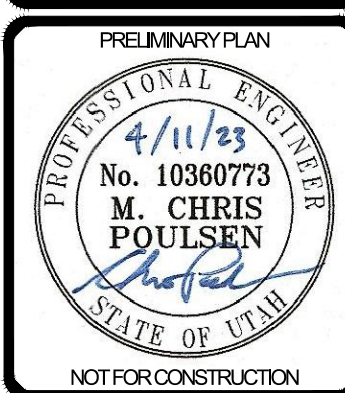
MURRAY CITY CORPORATION
ENGINEERING DEPARTMENT
4800 SOUTH 1600 WEST
SANDY, UT 84073
(801) 270-2400

TRENCH BACKFILL
DETAIL C-7

TRENCH BACKFILL DETAIL 4

SCALE: NTS

SCALE: MEASURES IN FOOT ON FULL SIZE SHEETS	
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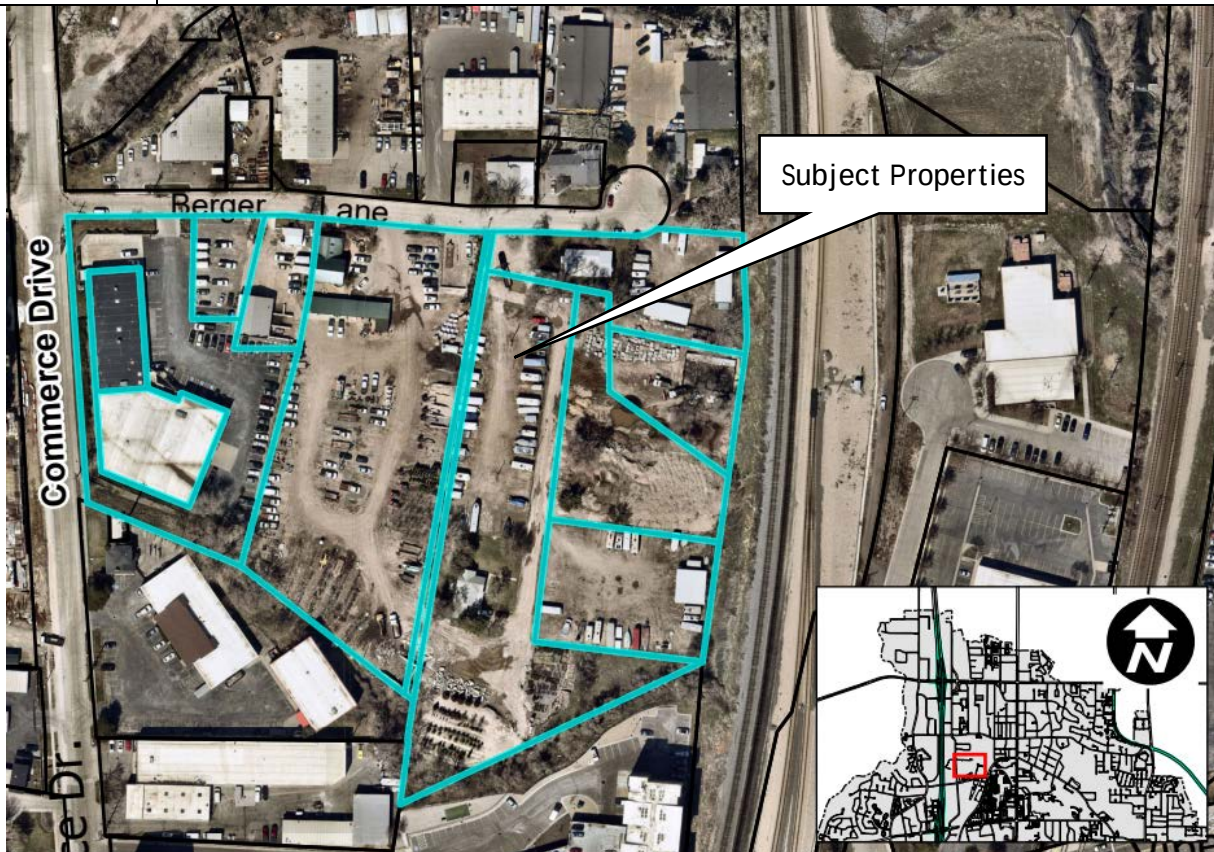
STUBLER SUBDIVISION
6847 SOUTH JEFFERSON STREET
MURRAY CITY, UTAH

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

<u>Direction</u>	<u>Land Use</u>	<u>Zoning</u>
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.

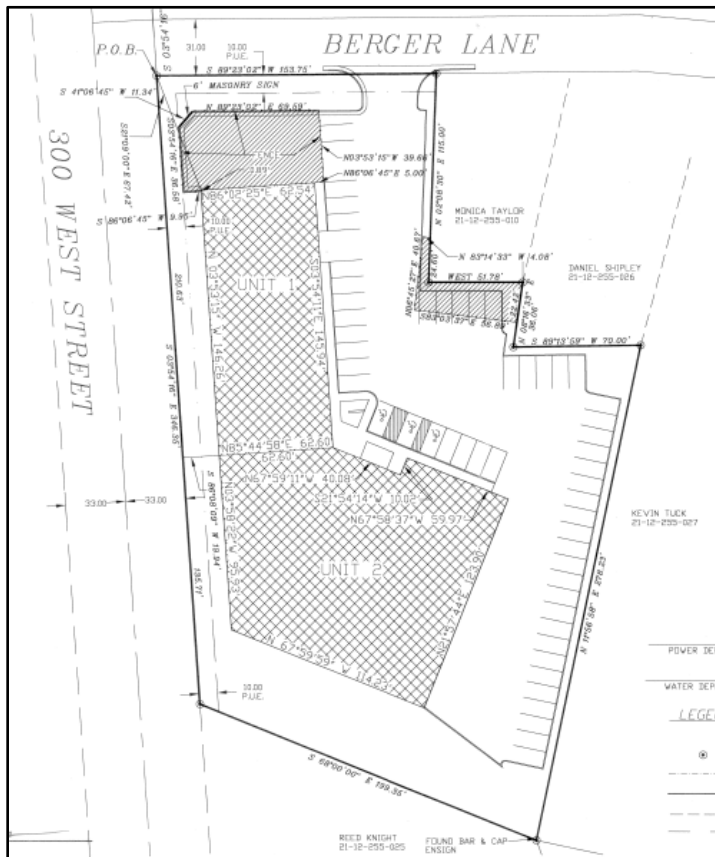


Figure 1: Existing Subdivision

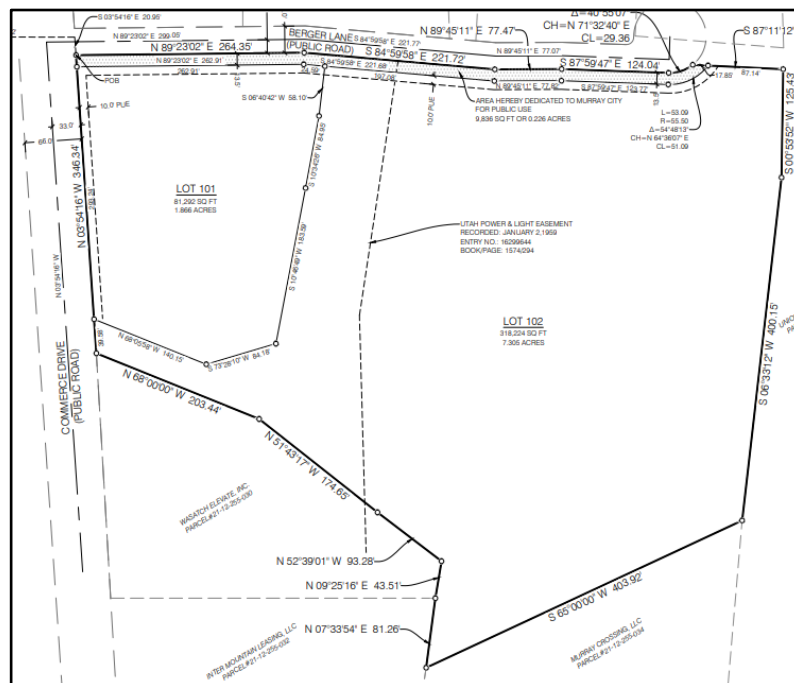


Figure 2: Proposed Subdivision

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.

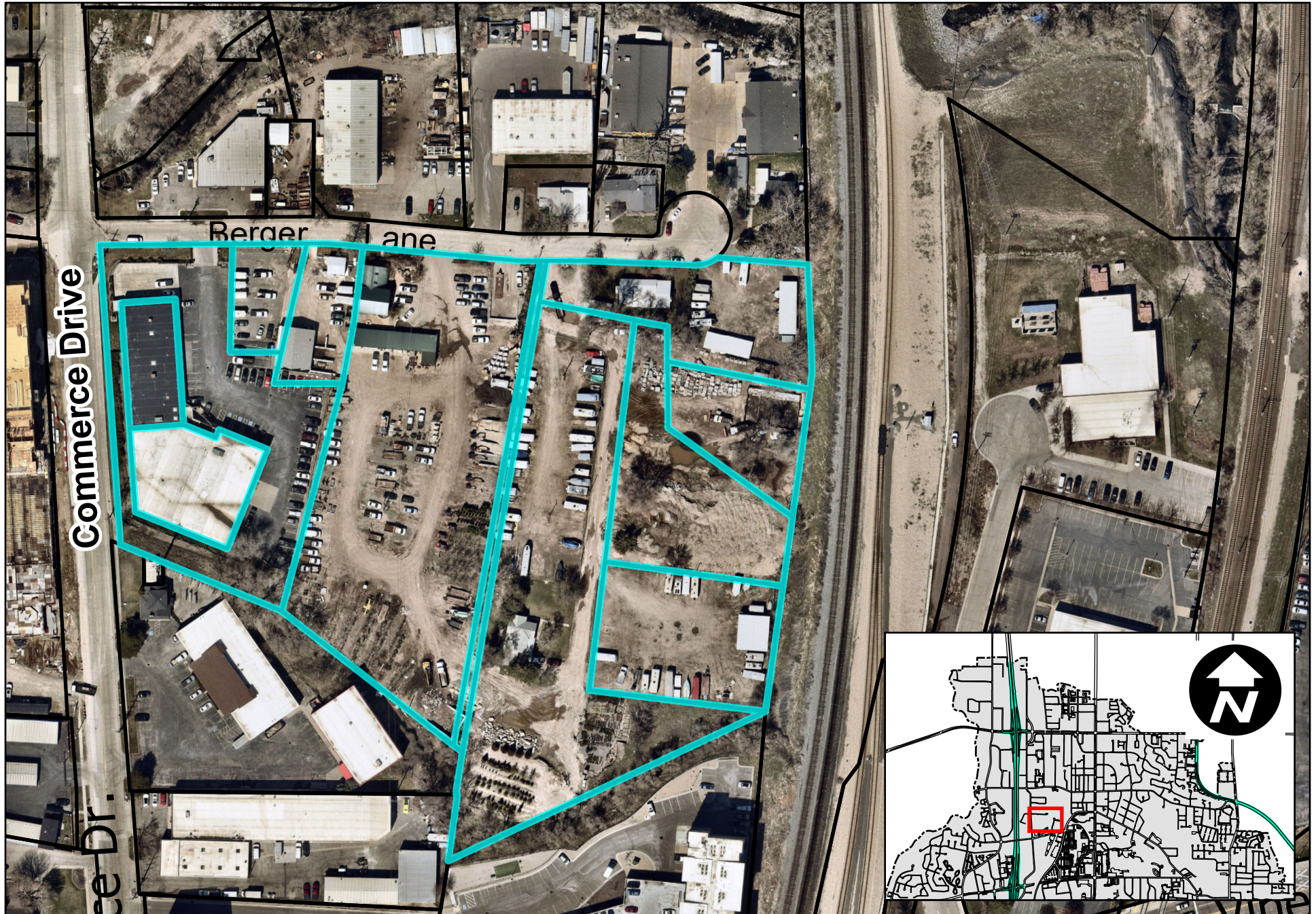
VII. CONCLUSION/RECOMMENDATION

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:

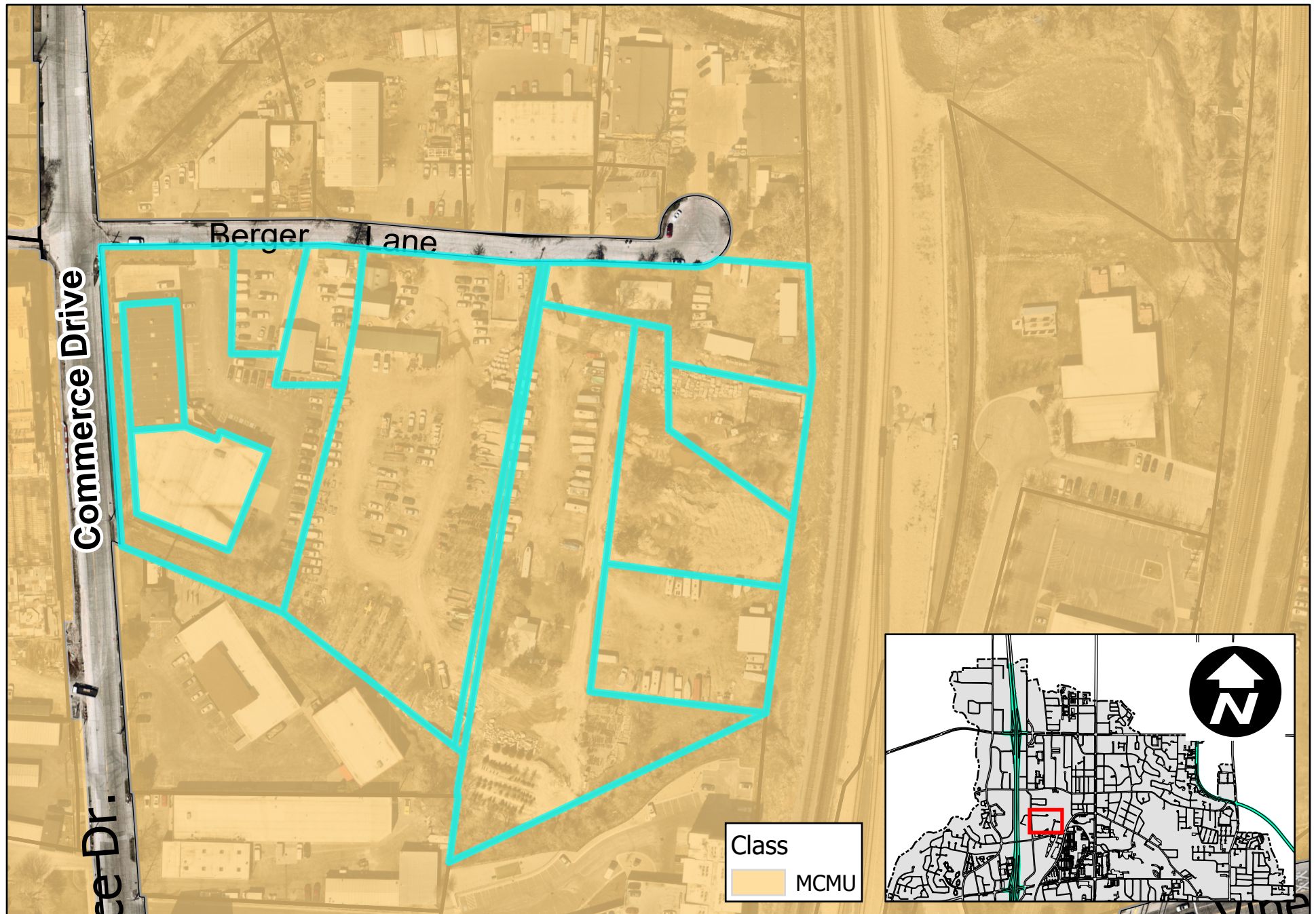
1. The project shall meet Murray City Engineering requirements including the following:

- 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





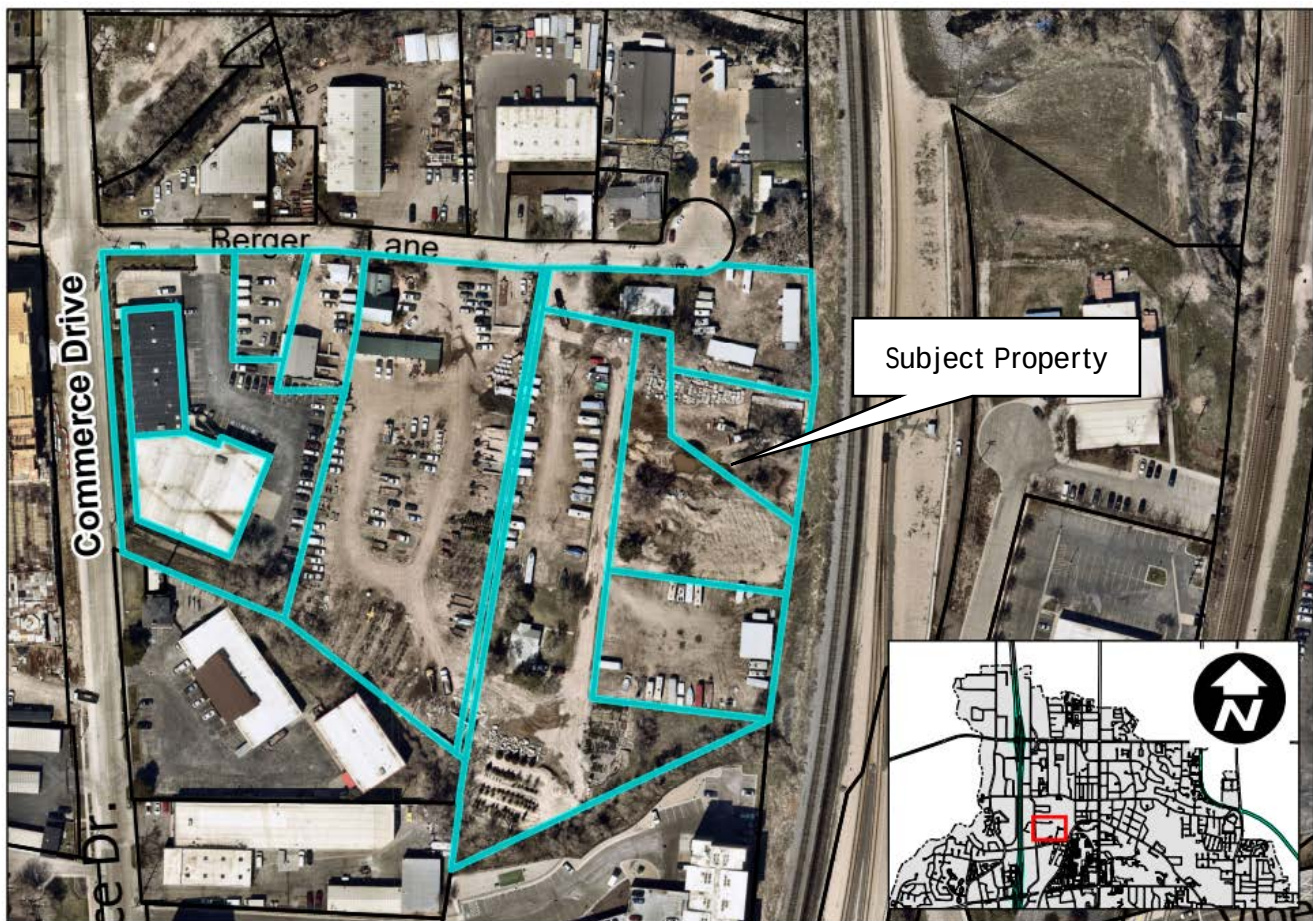
NOTICE OF PUBLIC MEETING

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/.

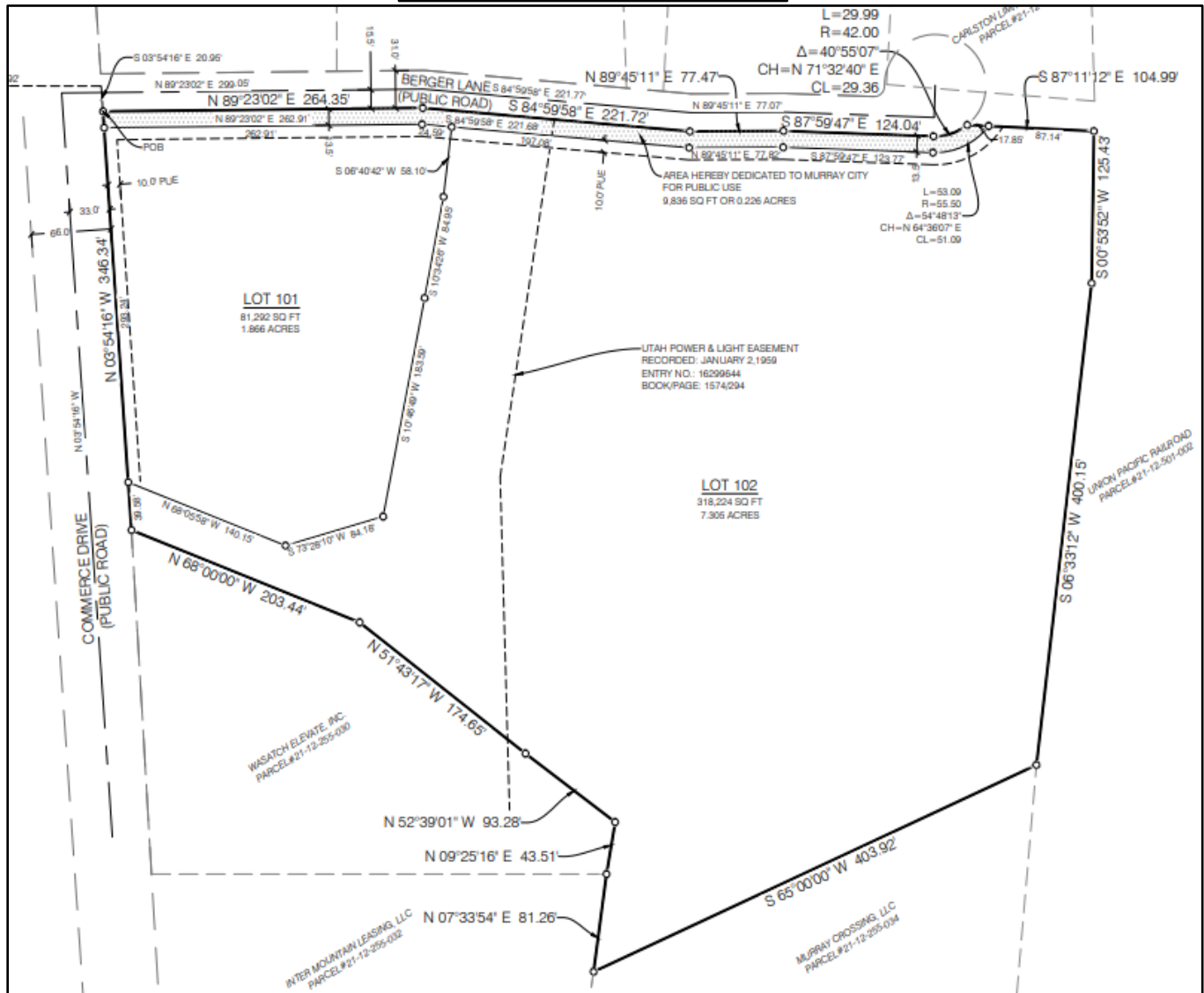
Comments are limited to 3 minutes or less, written comments will be included in the meeting record.



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

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



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 Lake, Murray

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

Parcel Area: 9.397 Current Use: COMMERCIAL 028

Zoning Classification: M-U MC MU

Applicant Name: Mighty Munchkins

Mailing Address: 237 W. Berger Ln

City, State, ZIP: Murray, UT. 84107

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

Email Address: joval@shue-builders.com

Business Name (If applicable): mighty munchkins & kitchen holdings

Property Owner's Name (If different): SKWG

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):

VERIFY BERGER PLACE CONDOMINIUM NO
COMBINE ABOVE PARCELS INTO 2 LOTS (2 TRX PARCELS)
2 LOT SUBDIVISION

Authorized Signature: [Signature] Date: 5/11/23

Property Owners Affidavit

I (we) Tarek Shugr, 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 11th day of May, 2023.

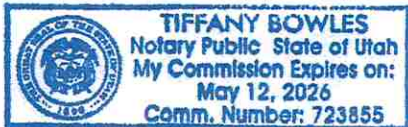
State of Utah

County of Salt Lake

Notary Public

Residing in:

My commission expires:



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:

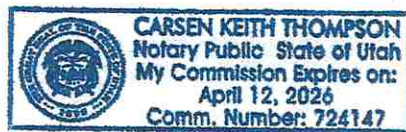
Property Owners Affidavit

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.

[Signature]
Owner's Signature

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

Subscribed and sworn to before me this 19 day of April, 20 23.



[Signature]
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 Berger 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.

[Signature] Owners representative
Owner's Signature

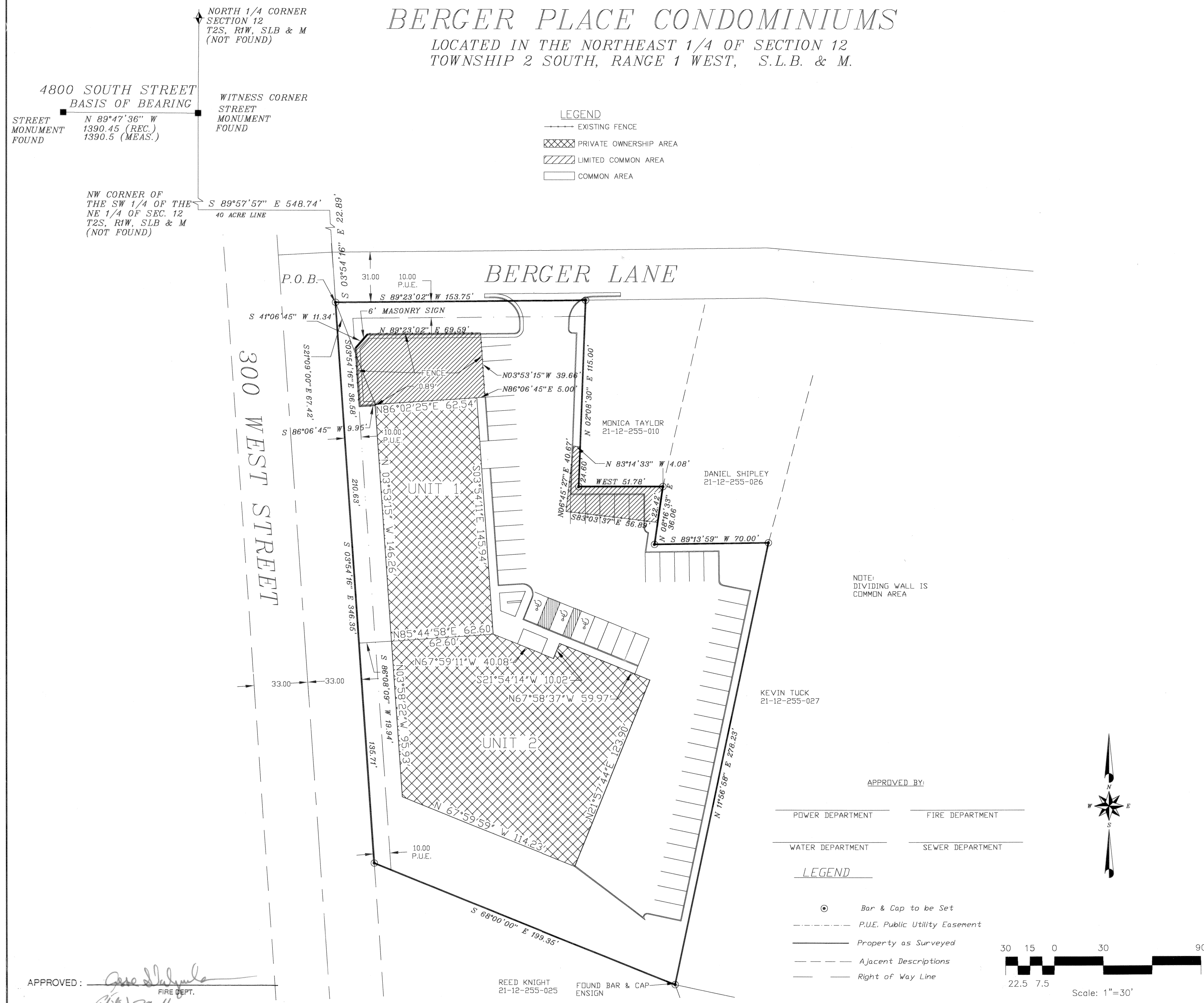
Owner's Signature (co-owner if any)

On the 19 day of April, 20 23, personally appeared before me

Lance Kingdon the signer(s) of the above Agent Authorization who duly acknowledge to me that they executed the same.



[Signature]
Notary public
Residing in Salt Lake County
My commission expires: April 12, 2026



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. 98-99-235, SAID POINT BEING S 00°5'44" E 1330.15 FEET ALONG THE QUARTER SECTION LINE TO THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 2 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, RUNNING THENCE 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 1/4 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.

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

Don B. Howells
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
6220 FEE \$ 62.00 CHIEF CLERK Samuel Redding
DATE 12-1-03

FILE NO. 2443

SHEET NO. 1 of 2

CONSULTANTS IN
SURVEYING
ENGINEERING
PLANNING AND
LAND SURVEYING

neff

ENGINEERS & ASSOCIATES, INC.
4659 SOUTH 2300 EAST SUITE 104
SALT LAKE CITY UTAH 84117
Tel: (801) 272-8341
Fax: (801) 272-3508

CLIENT:
Dan Anderson

ADDRESS:
323-2223

Record of Survey Map of
Berger Place Condominiums

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

DATE: 12-1-03

FILE NO. 2443

SHEET NO. 1 of 2

APPROVED: [Signature] FIRE DEPT.

APPROVED: [Signature] WATER DEPT.

APPROVED: [Signature] SEWER DEPT.

APPROVED: [Signature] POWER DEPT.

P.U.E. APPROVAL: [Signature]

PLANNING COMMISSION

APPROVED THIS NOVEMBER DAY OF 2003, A.D., 2003

BY THE MURRAY CITY PLANNING AND ZONING COMMISSION

CHAIRMAN, MURRAY CITY PLANNING AND ZONING

BOARD OF HEALTH

APPROVED THIS DAY OF , A.D., 2003

DIRECTOR MURRAY CITY BOARD OF HEALTH

ENGINEER'S CERTIFICATE

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

DATE 12/9/03 [Signature] MURRAY CITY ENGINEER

APPROVAL AS TO FORM

APPROVED AS TO FORM THIS 10 DAY OF December, A.D., 2003

MURRAY CITY ATTORNEY

MURRAY CITY MAYOR

PRESENTED TO MURRAY CITY THIS 10 DAY OF December, A.D., 2003, AT WHICH TIME THIS SUBDIVISION WAS APPROVED AND ACCEPTED.

CLERK [Signature] MAYOR [Signature]

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

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
6220 FEE \$ 62.00 CHIEF CLERK Samuel Redding
DATE 12-1-03

FILE NO. 2443

SHEET NO. 1 of 2



NOTE:
DIVIDING WALL IS
COMMON AREA

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

LEGEND

 EXISTING FENCE
 PRIVATE OWNERSHIP AREA
 LIMITED COMMON AREA
 COMMON AREA



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) 272-8341
fax (801) 272-3548

CLIENT:

ADDRESS:

*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:

<i>DATE</i>	<i>DESCRIPTION</i>

DRAWING BY:
J. Speulda

CHECKED BY: L. Mark Nef

COMPUTER FILE:

D:\Land Projects R2\244.
dwg\2443.dwg

DATE:

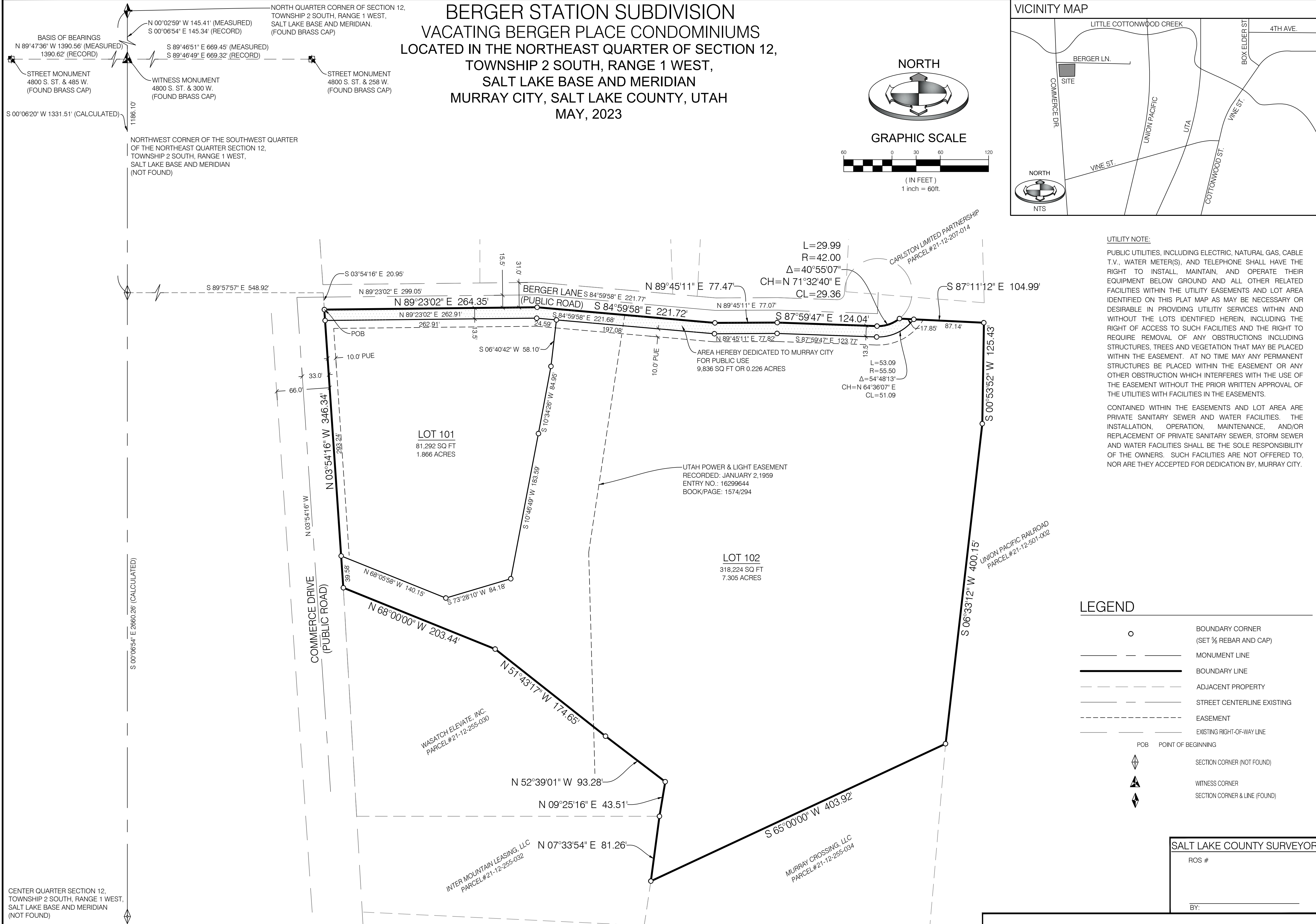
11-4-03

FILE NO. 2443

SHEET NO.

SHEET NO.

2 of 2



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 AND MONUMENTED 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 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 1 WEST, 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 TO A 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

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.

WITNESS WHEREOF WE HAVE HEREUNTO SET OUR HANDS THIS ____ DAY OF ____ A.D., 20__.

MIGHTY MUNCHKINS, LLC KALTECK INDUSTRIAL, LLC

ITS: MANAGING MEMBER BY: MANAGING MEMBER

LLC ACKNOWLEDGMENT

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

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

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 WATER APPROVED THIS ____ DAY OF ____ A.D., 20__ BY: ____	MURRAY CITY GIS APPROVED THIS ____ DAY OF ____ A.D., 20__ BY: ____	DOMINION ENERGY UTOPIA CENTURY LINK COMCAST	DATE DATE DATE DATE
MURRAY CITY FIRE DEPARTMENT APPROVED THIS ____ DAY OF ____ A.D., 20__ BY: 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: MURRAY POWER	SALT LAKE COUNTY HEALTH DEPARTMENT APPROVED THIS ____ DAY OF ____ A.D., 20__ BY: 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__ BY: 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 # ____				FEE \$ ____ DEPUTY SALT LAKE COUNTY RECORDER		
NUMBER ____ ACCOUNT ____ SHEET ____ OF ____ SHEETS						

8924941

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

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.

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. 892941 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 or 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 devices 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 Manager;

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 Manager'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 first 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 budget 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 in 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.

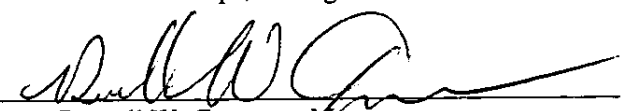
12. **Effective Date.** This Declaration and any amendment or Supplemental Declaration hereto shall take effect upon its being filed for record in the Public Records.

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 14~~th~~ 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.

Christy McCarthy
Notary Public

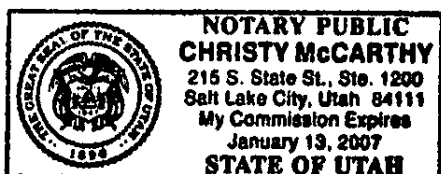


EXHIBIT "A"

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