



Murray City Planning Commission Meeting Notice of Meeting and Agenda

Thursday, December 4th, 2025

Pre-Meeting: 6:00 p.m. (Poplar Room #151, Public Welcome)

The pre-meeting is to briefly review the agenda items and ask questions to staff.

**Meeting Time: 6:30 p.m.
Murray City Hall, 10 East 4800 South, Council Chambers**

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

Supporting materials are available at <https://www.murray.utah.gov/779/Agendas-Attachment>.

CALL MEETING TO ORDER

BUSINESS ITEMS:

1. Approval of Minutes
 - a. November 6, 2025
2. Conflict(s) of Interest
3. Approval of Findings of Fact
 - a. Beyond Creation Institute – Conditional Use Permit

CONDITIONAL USE PERMIT(S) – ADMINISTRATIVE ACTION

4. The Blind Man
4714 South Commerce Drive, #1
Request for an Electronic Message Center sign Project #25-111
5. Ubert Auto Sales
4195 South 500 West, #81
Request for an auto sales business within the M-G Zone Project #25-110

SITE PLAN REVIEW(S) – ADMINISTRATIVE ACTION

6. D.L. Evans Bank
6150 South State Street
Request for site plan approval for building modifications within the C-D zone Project #25-112

PARKING AGREEMENT(S) – ADMINISTRATIVE ACTION

7. Chick-Fil-A

Review and approval of a shared parking agreement between Chick-Fil-A and Howland Partners

The Planning Commission will reconvene to Poplar Room #151 for the following items:

DISCUSSION

8. CUP Text Amendments

Draft Text Amendments regarding Conditional Use Permit approval processes

ANNOUNCEMENTS AND QUESTIONS

ADJOURNMENT

The next scheduled meeting will be held on Thursday, December 18th, 2025, at 6:30 p.m. MST in the Murray City Council Chambers, 10 East 4800 South, Murray, Utah.

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

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 website www.murray.utah.gov and the state noticing website at <http://pmn.utah.gov>.



MURRAY CITY PLANNING COMMISSION

MEETING MINUTES

November 6, 2025

6:30 P.M. MDT

Murray City Council Chambers, 10 East 4800 South, Murray, Utah

MEMBERS PRESENT

Present: Michael Richards, Chair
Pete Hristou, Vice Chair
Ned Hacker
Aaron Hildreth
Peter Klinge
Jake Pehrson
Katie Rogers
Mark Richardson, Deputy Attorney
Zachary Smallwood, Planning Division Manager
David Rodgers, Senior Planner
Ruth Ruach, Planner I
Members of the Public (per sign-in sheet)

STAFF REVIEW MEETING

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.

CALL MEETING TO ORDER

Chair Richards called the meeting to order at 6:30 p.m. MDT.

BUSINESS ITEM(S)

APPROVAL OF MINUTES

Commissioner Hacker made a motion to approve the minutes for October 2, 2025 and October 16, 2025. Seconded by Commissioner Klinge. A voice vote was made, with all in favor.

CONFLICT(S) OF INTEREST

There were no conflicts of interest for this meeting.

APPROVAL OF FINDINGS OF FACT

Commissioner Rogers made a motion to approve the findings of facts for Ethos Landscaping site plan review. Seconded by Vice Chair Hristou. A voice vote was made, with all in favor.

SITE PLAN REVIEW(S) – ADMINISTRATIVE ACTION

Ivory Homes - Project #25-096 - 955 East Woodoak Lane - Review of new 3,277 sq ft office building

Skylar Tolbert was present to represent the request. David Rodgers presented the application requesting site plan approval for construction of a new office building for the Clark & Christine Ivory Foundation, located in the C-D zone. Mr. Rodgers provide property details, including elevations on all sides, site access and parking. The applicant meets the parking requirements. He showed the floor plans. He discussed landscaping requirements and said the applicant will need to work on meeting those requirements. Public notices were sent to affected properties, with one phone call received in support of the project. Staff recommends that the Planning Commission grant site plan approval for the proposed Clark and Chris Ivory foundation building.

Skylar Tolbert approached the podium. Chair Richards asked if Mr. Tolbert had read and could comply with the conditions. Mr. Tolbert said he could.

Mr. Tolbert provided some background on the project and the objectives of the Ivory Homes Foundation.

The commissioners and Mr. Tolbert discussed the objectives and location of the headquarters for the Ivory Homes Foundation.

Chair Richards opened the agenda item for public comment. Seeing no comments, the public comment period was closed.

Commissioner Klinge made a motion that the Planning Commission grant site plan approval for the proposed Clark & Chris Ivory Foundation Building at the property addressed 955 East Woodoak Lane.

1. The applicant shall meet all Murray City Engineering requirements.
2. The applicant shall meet all Fire Department requirements.
3. The applicant shall meet all Water Division requirements.
4. The applicant shall meet all Wastewater Division requirements.

5. The applicant shall meet all Power Department requirements.
6. The applicant shall obtain a building permit prior to any construction occurring on the site.
7. The applicant shall meet all landscaping requirements of Chapter 17.68 of the Murray City Land Use Ordinance prior to Planning approval of a building permit.
8. Meet all parking requirements of Chapter 17.72, including ADA stall regulations.
9. The applicant shall meet all sign requirements of Chapter 17.48 and obtain separate building permits for all signage.
10. The applicant shall obtain a Murray City Business License prior to operating any business at the location.

Seconded by Commissioner Hacker. Roll call vote:

<u>A</u>	Hacker
<u>A</u>	Hildreth
<u>A</u>	Hristou
<u>A</u>	Klinge
<u>A</u>	Pehrson
<u>A</u>	Richards
<u>A</u>	Rogers

Motion passes: 7-0

DESIGN REVIEW(S) – ADMINISTRATIVE ACTION

Woodward Construction Enterprises - Project #25-106 - 4872 South 190 West - Review of a new 2,800 sq ft construction office building

John Gus was present to represent the request. Zachary Smallwood presented the application requesting design review for an office warehouse building in the MCMU zoning district. Mr. Smallwood provided some context regarding the application. He said that the applicant received a variance in 2022 for a change in the location of parking. He showed the floor plans for the building, office space and garage. Mr. Smallwood said staff are recommending a condition to add ground floor windows to meet the requirements of the MCMU zone. He recommended that because of the office warehouse use that instead of the parking standard of one stall per every 350 square feet of office space that the Planning Commission find that using the standard of one space for every 750 square feet of warehouse space and one space per every 250 square feet of office space be used instead. Notices were sent to affected properties, with no comments received. Staff recommend approval of the design review application, subject to the 11 conditions outlined.

Commissioner Klinge asked what the intended use of the office space. Mr. Smallwood said the space is suitable for an office warehouse and the client will discuss its use. He said they were sure to confirm it may not be used for auto sales.

John Gus approached the podium. Chair Richards asked if he had read and could comply with the conditions. He said he could.

Mr. Gus said he may use the space for a cabinet shop or office storage space. He confirmed that the business will not be related to auto sales or repair.

Chair Richards opened the agenda item for public comment.

Jeff Harkless, with Heart Drilling, spoke. He owns an adjacent property. He is trying to get the property lines cleaned up, as well as get some power lines removed. He's concerned about the impact of the new business on this situation. He wants to make sure these issues are addressed.

Chair Richards closed the public comment period.

Mr. Smallwood spoke regarding the power lines. He said he anticipates this is something that can be addressed during the building permit review. He then spoke about the property lines. He suggested both property owners work together to resolve any issues.

Commissioner Hacker made a motion that the Planning Commission approve the application for design review for Woodward Enterprises on the property located at 4872 South 190 West with the following conditions:

1. The applicant shall meet all Murray City Engineering requirements.
2. The applicant shall meet all Fire Department requirements.
3. The applicant shall meet all Water Division requirements.
4. The applicant shall meet all Wastewater Division requirements.
5. The applicant shall meet all Power Department requirements.
6. The applicant shall obtain a building permit prior to any construction occurring on the site.
7. The applicant shall include one additional ground floor window on both the south and east frontages of the building.
8. The applicant shall meet all landscaping requirements of Chapter 17.68 of the Murray City Land Use Ordinance prior to Planning approval of a building permit.
9. Maintain the proposed parking as stated on the site plan and reviewed in the staff report.
10. The applicant shall meet all sign requirements of Chapter 17.48 and obtain separate building permits for all signage.
11. The applicant shall obtain a Murray City Business License prior to operating any business at the location.

Seconded by Commissioner Rogers. Roll call vote:

<u>A</u>	Hacker
<u>A</u>	Hildreth
<u>A</u>	Hristou
<u>A</u>	Klinge
<u>A</u>	Pehrson
<u>A</u>	Richards
<u>A</u>	Rogers

Motion passes: 7-0

CONDITIONAL USE PERMIT(S) – ADMINISTRATIVE ACTION

Utah Boat Broker - Project #25-100 - 5959 South Stratler Street - Request for Conditional Use - Permit approval to allow a boat sales business

Tanner Jardine was present to represent this request. Ruth Ruach presented the application requesting conditional use permit approval to allow a boat sales business within the M-G Zone. Ms. Ruach described the parcel for the business and the nature of the business. She showed the site plan and concept drawings. She discussed site access and parking. She pointed out some key site improvements that need to be made, related to unpaved parking a lack of landscaping. These have been added as conditions for approval. Staff recommends that the Planning Commission approve a conditional use permit, subject to the conditions.

Tanner Jardine approached the podium. Chair Richards asked if he had read and could comply with the conditions. He said he could.

Mr. Jardine and Ms. Ruach had a discussion about a deferral agreement to meet the conditions for parking and landscaping.

Chair Richards opened the agenda item for public comment. Seeing no comments, the public comment period was closed.

Commissioner Hildreth made a motion that the Planning Commission approve a conditional use permit to allow a boat sales business at the property addressed 5959 South Stratler Street, subject to the following conditions:

1. The applicant shall meet all Murray City Engineering requirements.
2. The applicant shall meet all Fire Department requirements.
3. The applicant shall meet all Water Division requirements.
4. The applicant shall meet all Wastewater Division requirements.
5. The applicant shall obtain a building permit prior to any construction occurring on the site.
6. The applicant shall obtain a Murray City Business License prior to beginning operations at this location.
7. The applicant shall comply with all applicable zoning standards as adopted in Title 17, Zoning.
8. The project shall comply with all applicable building and fire code standards.
9. Prior to business license approval, the applicant shall obtain permits for any new attached or detached signs proposed for the business.
10. The property owner shall work with Community and Economic Development staff to bring the Stratler Street frontage landscaping into compliance with Chapter 17.68 Landscape Requirements.

Seconded by Vice Chair Hristou. Roll call vote:

A Hacker
A Hildreth
A Hristou
A Klinge
A Pehrson
A Richards
A Rogers

Motion passes: 7-0

SUBDIVISION(S) – ADMINISTRATIVE ACTION

Afton England Subdivision Amendment - Project #25-101 - 1776 East Vine Street & 6158 South - Carriage Park Circle - Request for a subdivision amendment to residential lots in the R-1-10 zone

Paul Davis was present to represent the request. David Rodgers presented the application requesting Planning Commission approval to adjust the Afton England subdivision property line by approximately twelve feet (12') in the R-1-10 zone, adjusting lots one and two. He showed the current property lines on a map. He showed the existing plat and provided some history of the development for context. He explained how the property line adjustment will look. Public notices were sent to affected properties. Staff received a call asking for clarification. Tanner Ditch Company sent an email as well. Staff recommends that the Planning Commission approve the proposed subdivision amendment for the Afton England subdivision, adjusting lots one and two.

Commissioner Klinge asked about the letter from Tanner Ditch Company. Mr. Rodgers said the matter they are referencing will not be impacted by this property line adjustment in any way.

Paul Davis approached the podium. He said they want to increase the size of one lot in order to put a home on it. Chair Richards asked if he had read and could comply with the conditions. He said he could.

Chair Richards opened the agenda item for public comment. Seeing no comments, the public comment period was closed.

Vice Chair Hristou made a motion that the Planning Commission approve the proposed subdivision amendment for the Afton England Subdivision, adjusting Lots 1 and 2, which are the properties addressed 1776 East Vine Street & 6158 South Carriage Park Circle subject to the following conditions:

1. Meet the requirements of the City Engineer.
2. Meet the Wastewater and Fire Department requirements.
3. Meet all requirements of Section 17.104 of the Murray Land Use Ordinance for the R-1-10 Zone.

Seconded by Commissioner Hildreth. Roll call vote:

<u>A</u>	Hacker
<u>A</u>	Hildreth
<u>A</u>	Hristou
<u>A</u>	Klinge
<u>A</u>	Pehrson
<u>A</u>	Richards
<u>A</u>	Rogers

Motion passes: 7-0

ANNOUNCEMENTS AND QUESTIONS

The next scheduled meeting will be held on November 20, 2025, at 6:30 p.m. MDT in the Murray City Council Chambers, 10 East 4800 South, Murray, Utah.

ADJOURNMENT

Chair Richards adjourned the meeting at 7:09 p.m. MDT.

A recording of this meeting is available for viewing at <http://www.murray.utah.gov> or in the Community and Economic Development office located at 10 East 4800 South, Suite 260.

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 was able to submit comments via email at planningcommission@murray.utah.gov.

Zachary Smallwood, Planning Division Manager
Community & Economic Development Department

MURRAY CITY PLANNING COMMISSION FINDINGS OF FACT AND CONCLUSIONS

PROJECT NAME: Beyond Creation Institute

PROJECT NUMBER: PZ-25-108

APPLICANT: Doralee Olds

APPLICATION TYPE: Conditional Use Permit

I. REQUEST:

The applicant is requesting Conditional Use Permit approval to allow a massage therapy business which provides reiki and hypnosis services.

II. MUNICIPAL CODE AUTHORITY:

17.160.030

III. APPEAL PROCEDURE:

Municipal Code Section 17.16.030 provides details for requesting an appeal of the Planning Commission's decision on a land use application that is heard by the Hearing Officer. An application for appeal must be presented within 10 calendar days after the approval of these findings of fact.

IV. SUMMARY OF EVIDENCE:

- A.** The basic facts and criteria regarding this application are contained in the staff report, which is attached as **Exhibit A** and is incorporated herein.
- B.** The minutes of the public meeting held by the Planning Commission on November 20, 2025 which are attached as **Exhibit B** summarize the oral testimony presented and are hereby incorporated herein.

V. FINDINGS OF FACT:

Based upon the information presented and oral testimony given the planning commission found that the request meets the standards contained in Section 17.56.060 based on the findings below:

1. The proposed use for reiki businesses (LU #6297), is allowed in the C-D Commercial Development 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.

VI. DECISION AND SUMMARY

The Planning Commission **APPROVED** the request for Conditional Use Permit approval on the property. The vote was 6-0 with Commissioners Hacker, Hildreth, Hristou, Pehrson, Rogers, Richards in favor and None opposed. The approval is contingent on the following conditions:

1. The applicant shall comply with all applicable zoning standards as adopted in Title 17, Zoning.
2. Prior to business license approval, the applicant shall obtain permits for any new attached or detached signs proposed for the business.
3. The applicant shall obtain a Murray City Business License prior to beginning operations at this location.
4. The applicant shall meet all Murray City Engineering requirements.
5. The applicant shall meet all Fire Department requirements.
6. The applicant shall meet all Water Division requirements.
7. The applicant shall meet all Wastewater Division requirements.
8. The applicant shall obtain a building permit prior to any construction occurring on the site.

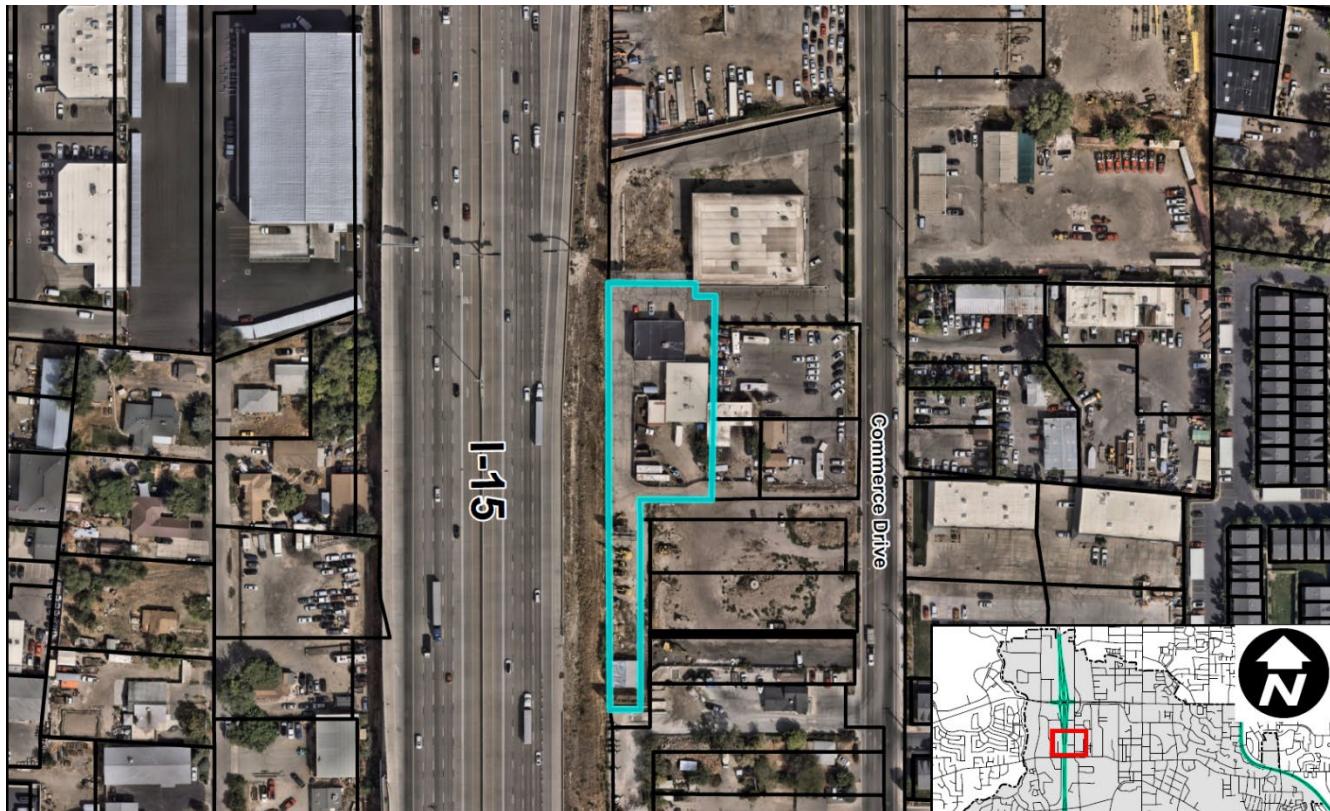
FINDINGS OF FACT APPROVED BY THE MURRAY PLANNING COMMISSION THIS 4th DAY OF December 2025.

Michael Richards, Chair
Murray City Planning Commission



AGENDA ITEM # 04 – The Blind Man EMC

ITEM TYPE:	Conditional Use Permit to allow an electronic message display sign.		
ADDRESS:	4714 South Commerce Dr. #1	MEETING DATE:	December 4 th , 2025
APPLICANT:	LED Sign Solutions, LLC	STAFF:	David Rodgers, Senior Planner
PARCEL ID:	21-01-481-025	PROJECT NUMBER:	25-111
ZONE:	M-G, General Manufacturing		
SIZE:	0.95-acre site		
REQUEST:	The applicant is requesting Conditional Use Permit approval to Place an electronic message center sign on the property at 4714 South Commerce Drive #1.		



I. LAND USE ORDINANCE

Section 17.48.280 of the Murray City Land Use Ordinance allows electronic message center (EMC) signs within the M-G zoning district subject to Conditional Use Permit approval.

II. BACKGROUND

Project Location

The subject property is located east of I-15 and north of 4800 South on Commerce Drive. The sign will be located on the west face of the building adjacent to I-15.

Surrounding Land Use and Zoning

<u>Direction</u>	<u>Land Use</u>	<u>Zoning</u>
North	Industrial	M-G
South	Industrial	M-G
East	Industrial	M-G
West	Interstate	N/A

Project Description

Chapter 17.48.280 requires that all electronic message signs go through the Conditional Use process. This is to limit the effect that an electronic sign might have on people driving by or those who might live near the sign.

The new sign will be attached to the wall of the building that complies with all requirements of Chapter 17.48.200 of the Murray City Land Use Ordinance. Attached signs in the M-G zone that are on premise may not exceed a total of three (3) square feet of sign area for each linear foot of building frontage. The building frontage is forty-eight feet (48'), which allows up to 144 sq. ft. of signage. The proposed sign has approximately 140 square feet of sign area and is proposed to be seven feet (7') in height. This meets the requirements in this section.

EMC signs have additional requirements other than regular signage in the M-G zone per Section 17.48.280 of the Murray City Land Use Ordinance. All electronic signs must include the ability to dim to reduce sign intensity after dark. The sign must be oriented in a way that will not be a nuisance to traffic or adjacent properties. The applicant will need to provide documentation that the sign's brightness does not exceed the allowed limit of .3-foot candles over ambient light when submitting for a building permit. When the sign is changing faces during the day, it must maintain the image for at least 2 seconds. 5% of the time the sign is in use must be devoted to public service messaging, but advertising for off-premises businesses is prohibited.

The applicant has been made aware of these requirements and have confirmed to staff that the proposed sign will comply.

III. LAND USE ORDINANCE STANDARDS REVIEW

Murray City Code Section 17.56.060 outlines the following standards of review for conditional uses.

A. That the proposed use of the particular location is necessary or desirable to provide a service or facility which will contribute to the general well-being of the community and the neighborhood.

With compliance to city regulations, the sign will promote a local business in Murray and add to the economic base of Murray City.

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

The proposed use will not be detrimental to the health, safety, or general welfare of persons working and living in the vicinity. The sign will not be oriented in the direction of any homes and will face I-15. There are also certain conditions which will limit the impact that the sign may have, like reducing the brightness after dark.

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.

The proposed sign will be in harmony with the surrounding industrial uses. It will not impact the existing landscape and buffering requirements. The nearby businesses will not be able to see the sign because it will be oriented towards the freeway.

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 an adequate review of this Conditional Use Permit application by Murray City Staff and the Murray City Planning Commission. Additional materials may be required after the Planning Commission's review or as stated in the Staff Report.

IV. CITY DEPARTMENT REVIEW

The application materials for the electronic message center sign were made available to Murray City department staff for review and comment on November 18th, 2025. Reviewing personnel included the Building Division, Engineering Division, Wastewater, Water, Power, Police, and Fire Departments.

- Power Department comment: No concerns from the Power Department unless they

need to upgrade the existing electrical service to power the sign.

All other reviewing departments recommended approval without conditions or concerns.

V. PUBLIC INPUT

Fifteen (15) notices of the public meeting were sent to all property owners for parcels located within 300 feet of the subject property. As of the date of this report, staff has received one phone call concerned with the amount of signage on the site.

VI. FINDINGS

Based on the analysis of the Conditional Use Permit application to allow an electronic sign, staff concludes the following:

1. The proposed use of an electronic message center sign is allowed in the M-G (General Manufacturing) Zoning District subject to Conditional Use Permit approval.
2. With conditions as outlined in the staff report, the proposed sign will comply with the standards of the Murray City Land Use Ordinance.
3. The proposed sign 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 a site review, staff recommends that the **Planning Commission APPROVE a Conditional Use Permit to allow an electronic message center sign at the property addressed 4714 South Commerce Drive #1**, subject to the following conditions:

1. The applicant shall follow all size restrictions listed for signs in the M-G zone in Chapter 17.48.200.
2. The sign shall meet all EMC regulations per Section 17.48.280.
3. The sign shall be set to dim and reduce sign intensity after dark.
4. The sign shall be oriented in a way that is not a traffic hazard or a nuisance to the surrounding properties.
5. The applicant shall submit a building permit application for the sign.
6. The applicant shall provide documentation demonstrating that the sign will not emit light brighter than 0.3-foot candles before passing inspection.
7. Any display on the electronic sign must remain lighted for at least 2 seconds.

8. A minimum of five percent (5%) of the time that the sign is in use shall be devoted to public service messages.
9. Advertising for businesses that are located off-premises is prohibited.
10. The project shall comply with all applicable building and fire code standards.
11. The applicant shall obtain a building permit for the proposed signage.



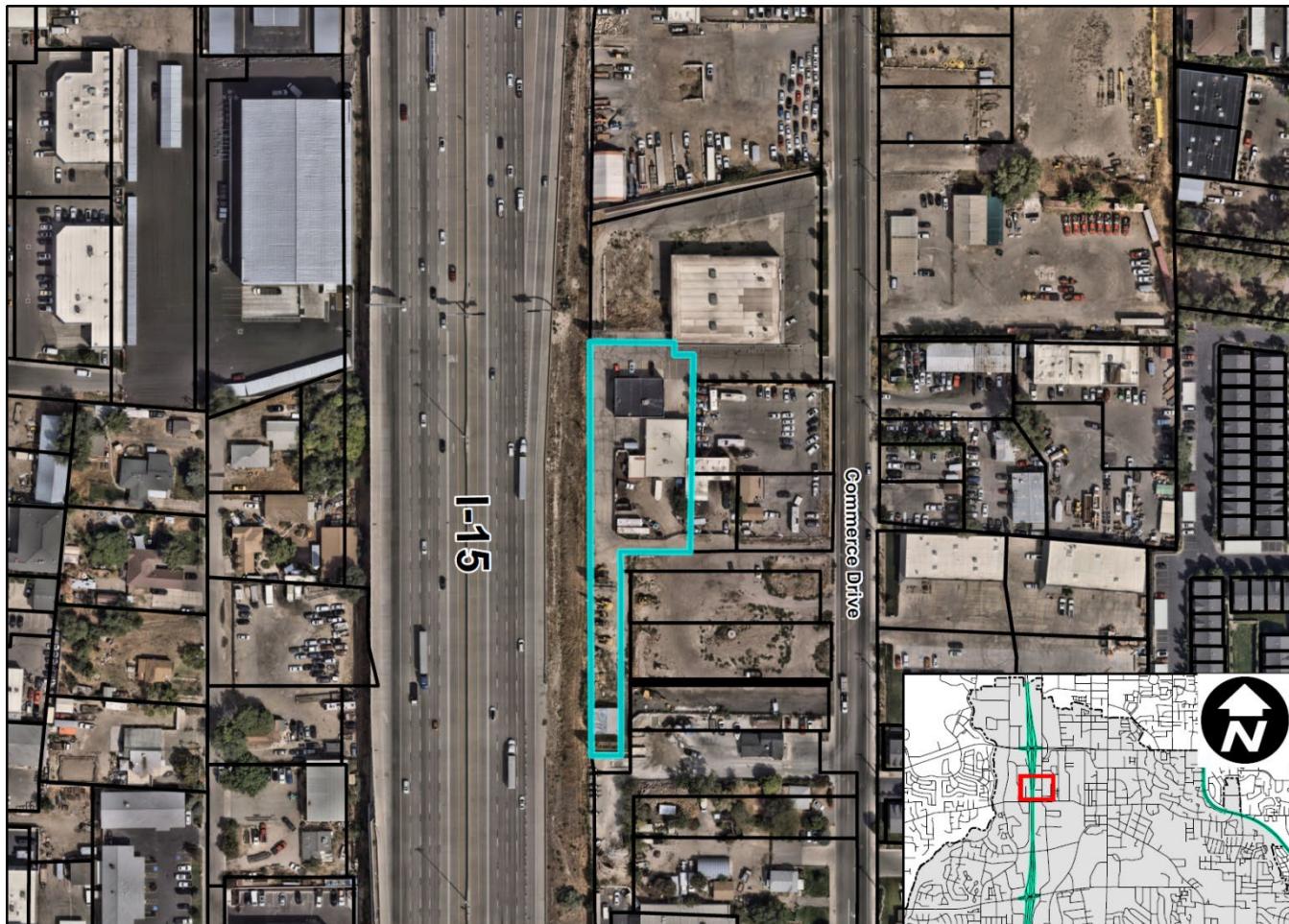
NOTICE OF PUBLIC HEARING

December 4th, 2025, 6:30 PM

The Murray City Planning Commission will hold a public meeting in the Murray City Council Chambers, located at 10 East 4800 South to receive public comment on an application submitted by **LED Sign Solutions LLC** for the property located at **4714 South Commerce Dr. #1**. The applicant is requesting Conditional Use Permit approval to allow for an Electronic Message Center Sign (EMC) to be installed on the site.

To make comments regarding this application, the public may speak at the meeting, call the Murray City Planning Division at (801) 270-2430, or email pc@murray.utah.gov. You have received this notice because you own property within 300 feet of the subject property.

The meeting will be streamed online at www.murraycitylive.com or www.facebook.com/MurrayCityUtah/.



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.

Veterans Memorial Hwy
North bound I-15

15



West Elevation wall mounted EM-C



Permit Package for:
THE BLIND MAN
4714 S 300 W #1, Murray, UT 84107



Sales Dept: _____ Designer: _____ Print Dept: _____ Shop Production: _____ Install Manager: _____

This drawing is provided for the purpose of illustrating the proposed sign project. Unauthorized use, copying, scanning or sharing is strictly prohibited and protected by law. Customer will be responsible for the providing electrical service to sign(s). LED Sign Solutions will not be held liable for any underground damage during excavations. Color depicted may not match the actual colors of finished product. This drawing is property of LED Sign Solutions

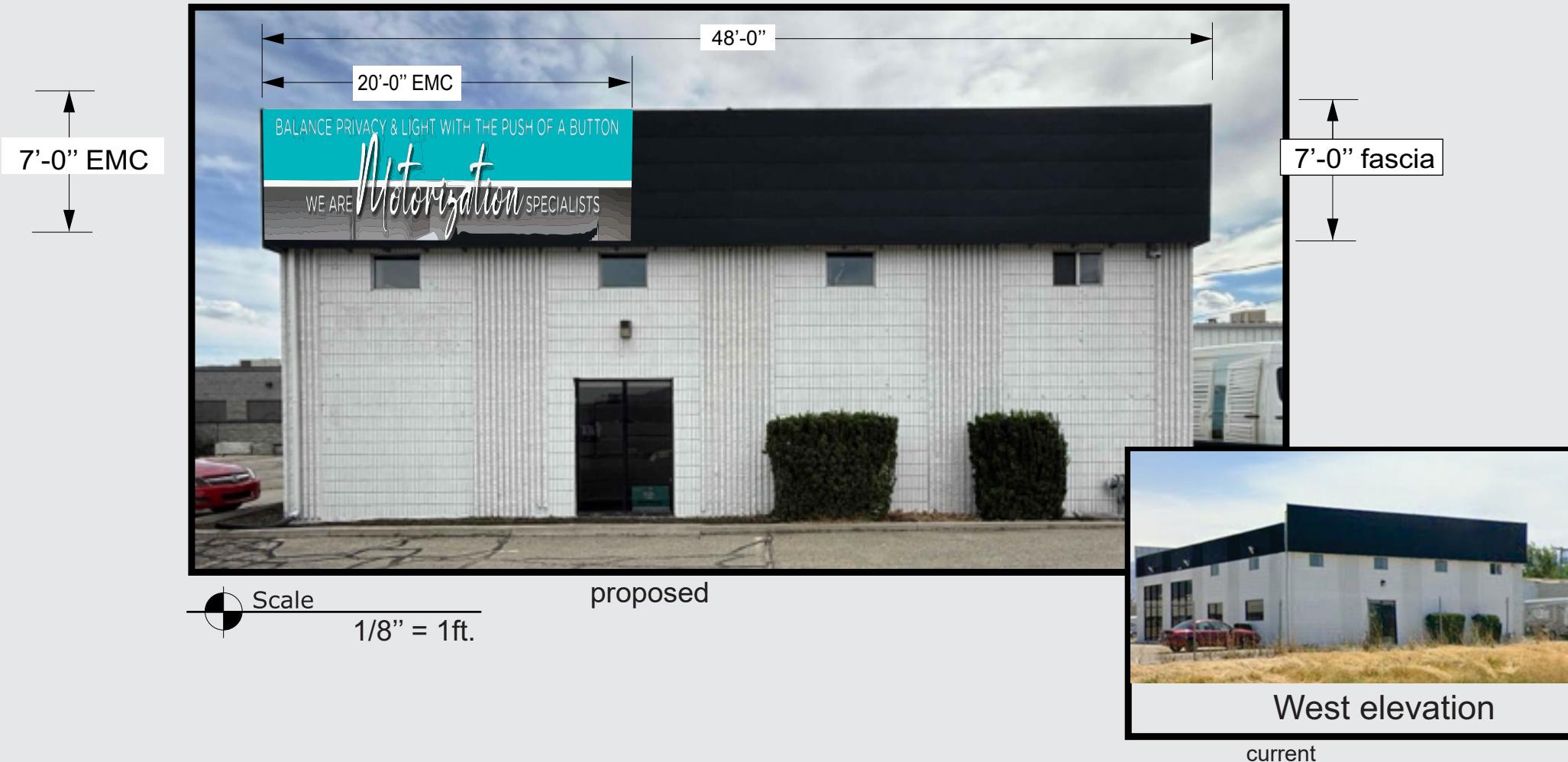
Customer to provide electrical circuit to location of sign installation. 120v. 20amp (may vary)

CUSTOMER APPROVAL _____ DATE _____

The Blindman

Address Murray, Utah _____ Designer Mark _____
Contact Kennie _____ Sales Kennie _____
Origin Date 9-12-25 Revision _____ Page _____ Scale _____

Single side Electronic Display



Provide and install (1) single sided Electronic Message Display
20'-0" wide x 7'-0" high full color 6.3mm

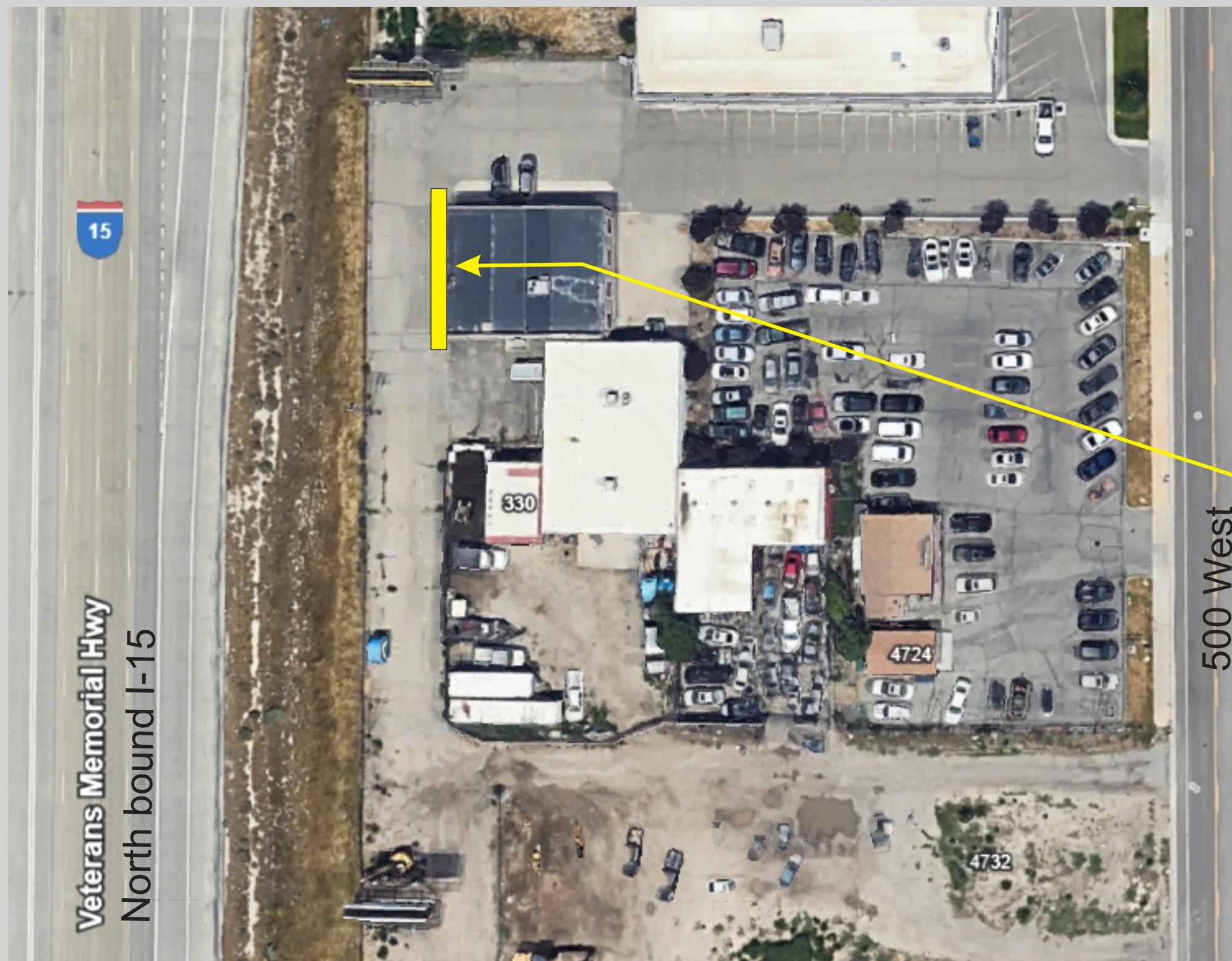
Mount flush to the fascia as shown
Connect electrical to the existing power sources

Murray City Code allows:

3 Sq.ft. per linear frontage of building

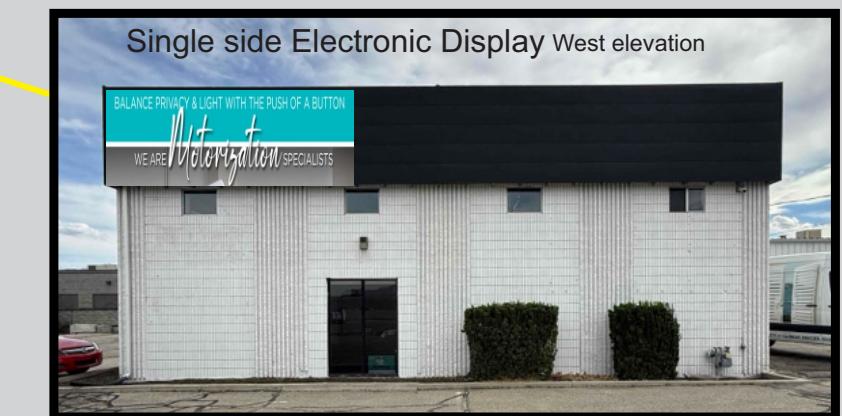
48 x 3ft = 144 sq. ft.

4'-0" x 35'-0" = 140 sq. ft. proposed



Veterans Memorial Hwy
North bound I-15

West Elevation wall mounted EM-C



**LED SIGN
Solutions**

Sales Dept: _____ Designer: _____ Print Dept: _____ Shop Production: _____ Install Manager: _____

This drawing is provided for the purpose of illustrating the proposed sign project.
Unauthorized use, copying, scanning or sharing is strictly prohibited and protected by law.
Customer will be responsible for providing electrical service to sign(s). LED Sign Solutions
will not be held liable for any underground damage during excavations. Color depicted may not
match the actual colors of finished product. This drawing is property of LED Sign Solutions

Customer to provide electrical circuit to location
of sign installation. 120v. 20amp (may vary)

CUSTOMER APPROVAL _____ DATE _____

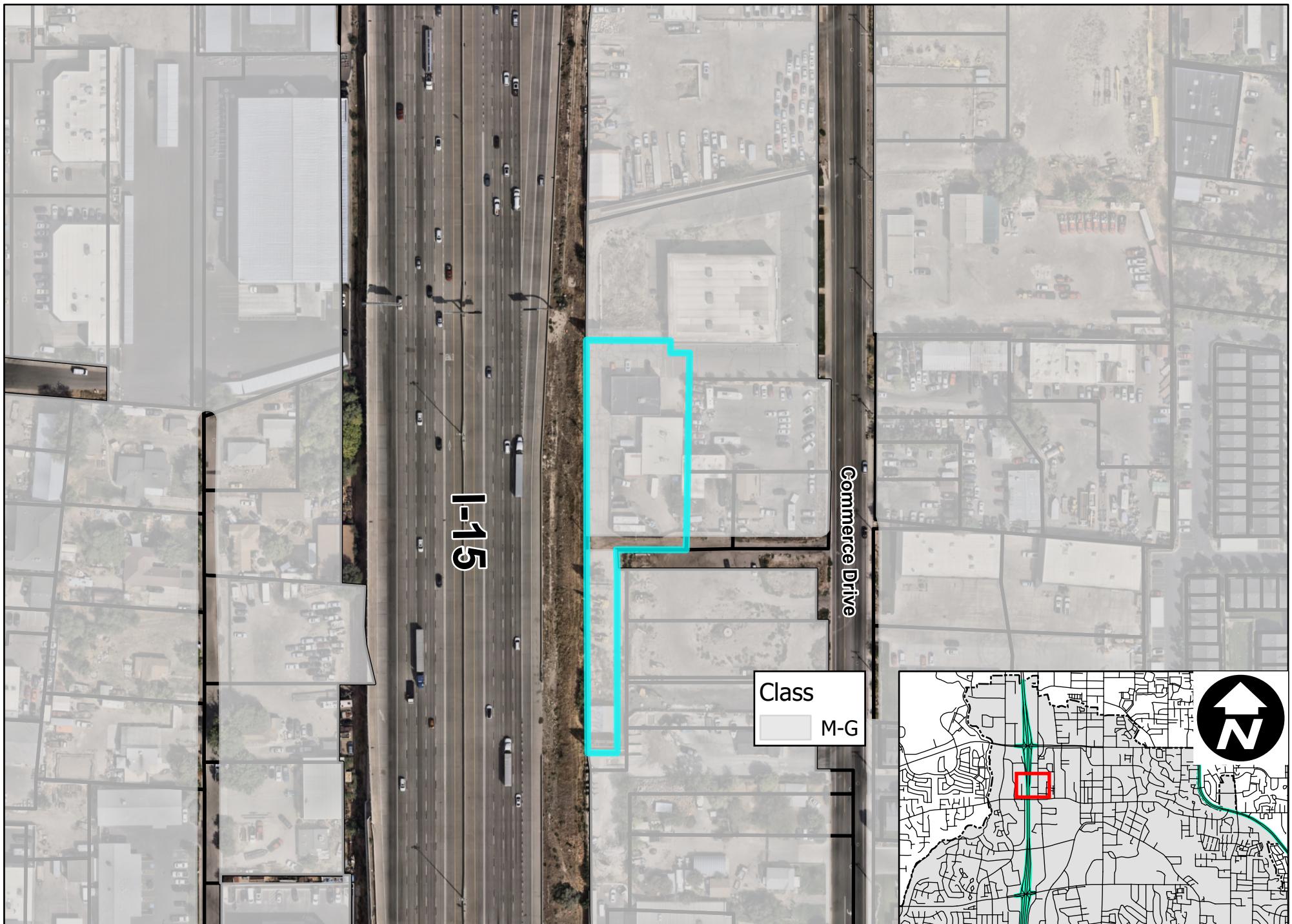
The Blindman

Address Murray, Utah
Contact Kennie
Origin Date 9-12-25 Revision _____
Designer Mark
Sales Kennie
Page _____ Scale _____

4714 South Commerce Drive #1



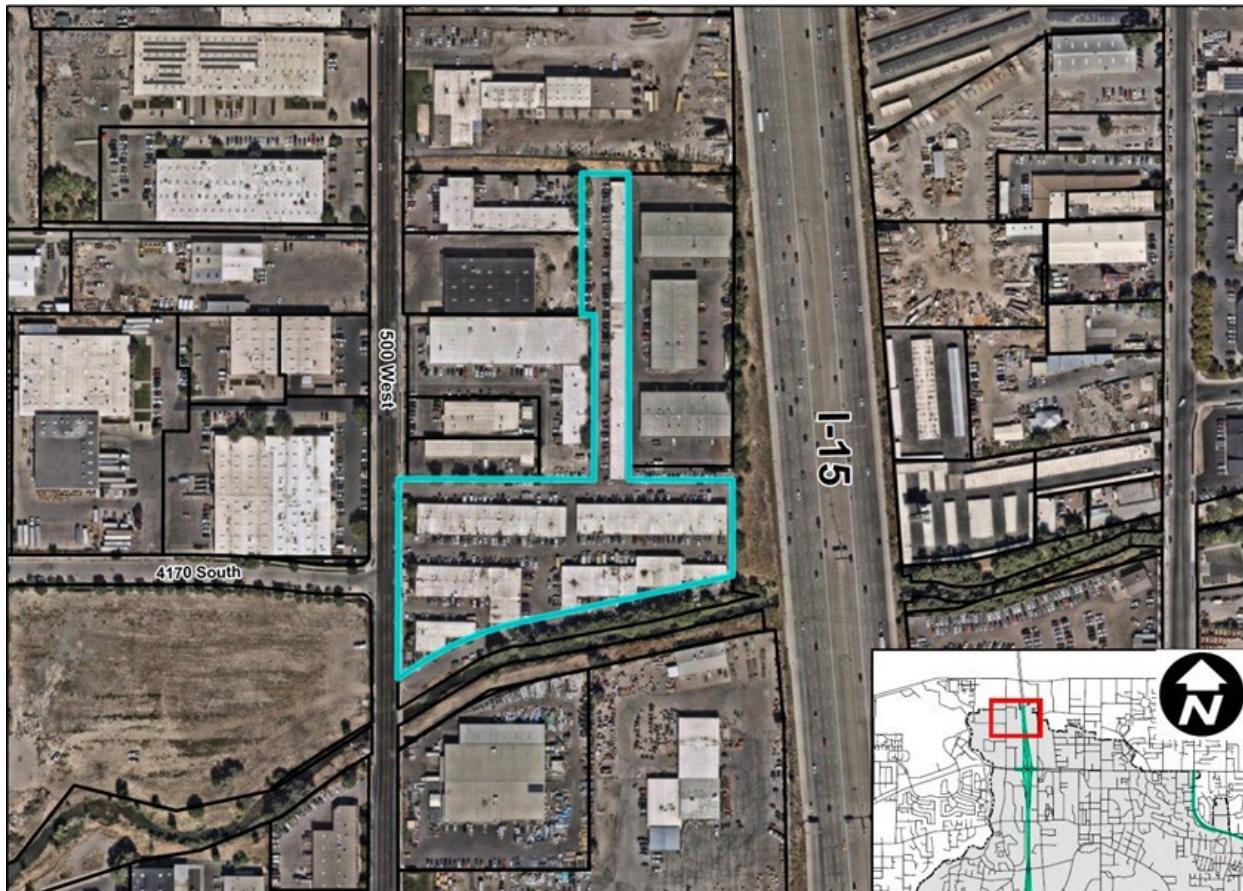
4714 South Commerce Drive #1





AGENDA ITEM #05 – Ubert Auto Sales

ITEM TYPE:	Conditional Use Permit to allow an auto sales business		
ADDRESS:	4195 South 500 West, #81	MEETING DATE:	December 4 th , 2025
APPLICANT:	Ubert Auto Sales	STAFF:	David Rodgers, Senior Planner
PARCEL ID:	21-01-126-007	PROJECT NUMBER:	#25-110
ZONE:	M-G, Manufacturing General		
SIZE:	5.37-acre site 847 ft ² unit		
REQUEST:	The applicant is requesting Conditional Use Permit approval to allow an auto sales business within the M-G Zone on the property located at 4195 South 500 West, #81.		



I. LAND USE ORDINANCE

Section 17.152.030 of the Murray City Land Use Ordinance allows auto sales businesses (LU #5511) within the M-G zoning district subject to Conditional Use Permit approval.

II. BACKGROUND

Project Description

This application is for an auto sales business on property situated east of I-15 and north of Big Cottonwood Creek, within the “GARCO” area. A conditional use permit for an identical use was reviewed and approved for an adjacent unit on the same property. Staff’s findings regarding the impacts of the proposed use on the surrounding area remain unchanged. The applicant proposes to operate a vehicle sales business as the designated use. The proposal includes two (2) parking stalls outside of the building located to the sides of the bay door and two (2) parking stalls within the unit. There must be no parking located in front of the garage doors. The proposed site plan conforms to the general requirements for landscaping, access, and parking as stipulated by the code.

III. LAND USE ORDINANCE STANDARDS REVIEW

Murray City Code Section 17.56.060 outlines the following standards of review for conditional uses.

- A. That the proposed use of the particular location is necessary or desirable to provide a service or facility which will contribute to the general well-being of the community and the neighborhood.**

With compliance to city regulations, the proposed use will provide a service that will contribute to the operations of an industrial and manufacturing complex.

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

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.**

Several auto oriented businesses are located on the subject property, which shows the proposed use is compatible with other uses in the area. Staff is anticipating very little impact on the surrounding 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 an adequate review of this Conditional Use Permit application by Murray City Staff and the Murray City Planning Commission. Additional materials may be required after the Planning Commission's review or as stated in the Staff Report.

IV. CITY DEPARTMENT REVIEW

The application materials for the auto sales business were made available to Murray City department staff for review and comment on November 18th, 2025. Reviewing personnel included the Engineering and Building Divisions, and the Water, Sewer, Power, and Fire Departments. All reviewing departments recommended approval without conditions or concerns.

V. PUBLIC INPUT

Twenty-one (21) notices of the public meeting were sent to all property owners for parcels located within 400 feet of the subject property. As of the date of this report, staff has not received any public comments.

VI. FINDINGS

Based on the analysis of the Conditional Use Permit application to allow an automobile sales business, staff concludes the following:

1. The proposed use for an auto sales business (LU #5511), is allowed in the M-G Manufacturing General 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

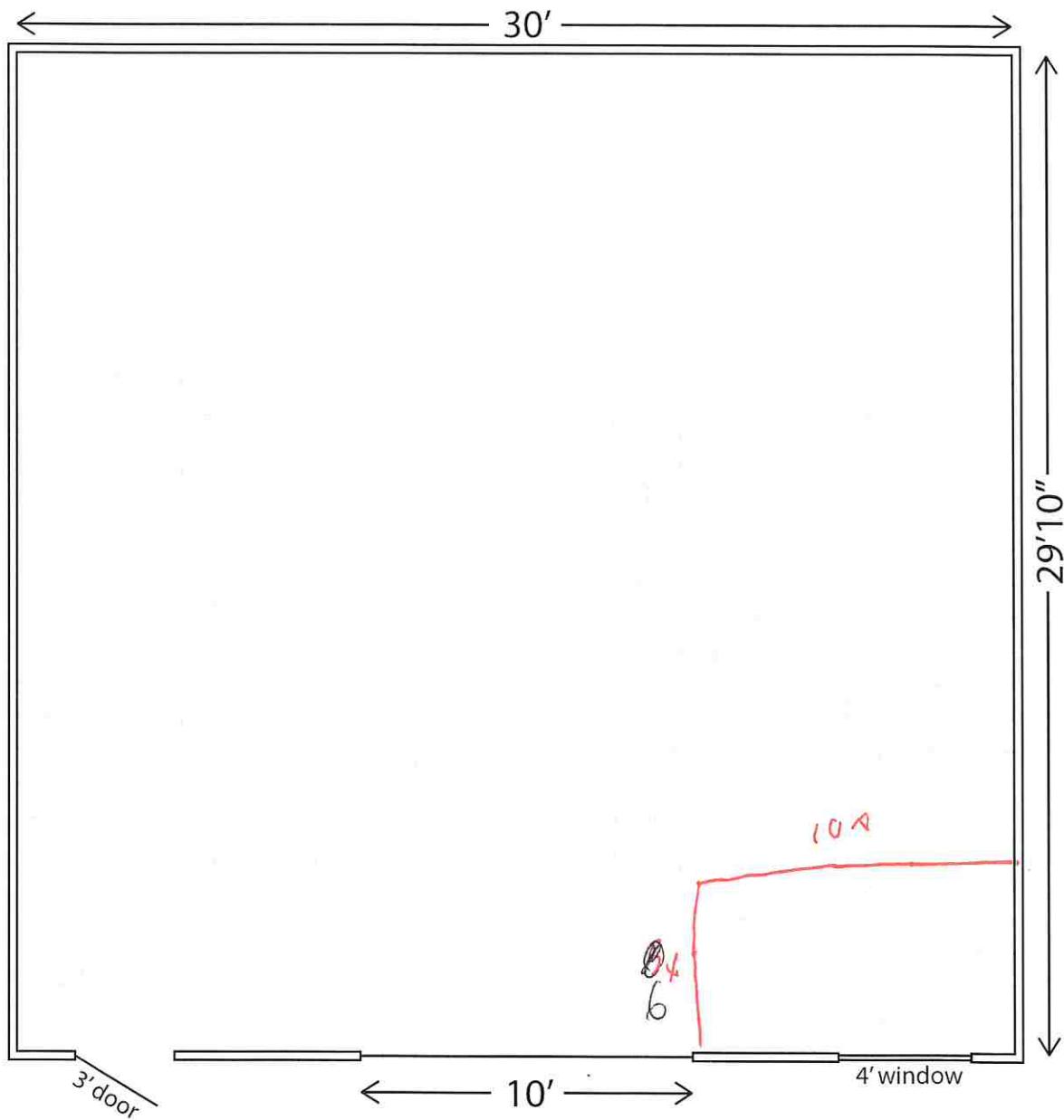
Based on the information presented in this report, application materials submitted and a site review, staff recommends that the **Planning Commission APPROVE a Conditional Use Permit to allow an auto sales business at the property addressed 4195 South 500 West #81**, subject to the following conditions:

1. The applicant shall obtain a Murray City Business License prior to beginning operations at this location.
2. The applicant shall obtain a building permit prior to any remodeling that may occur.

3. Prior to approval of the business license, the applicant and/or property owner must stripe parking.
4. The applicant must meet all parking requirements.
5. All for sale vehicles must be located within the unit.
6. The project shall comply with all applicable building and fire code standards.
7. The applicant shall obtain permits for any new attached or detached signs proposed for the business.

4195 South 500 West
Unit 81

Standard Unit
Floorplan



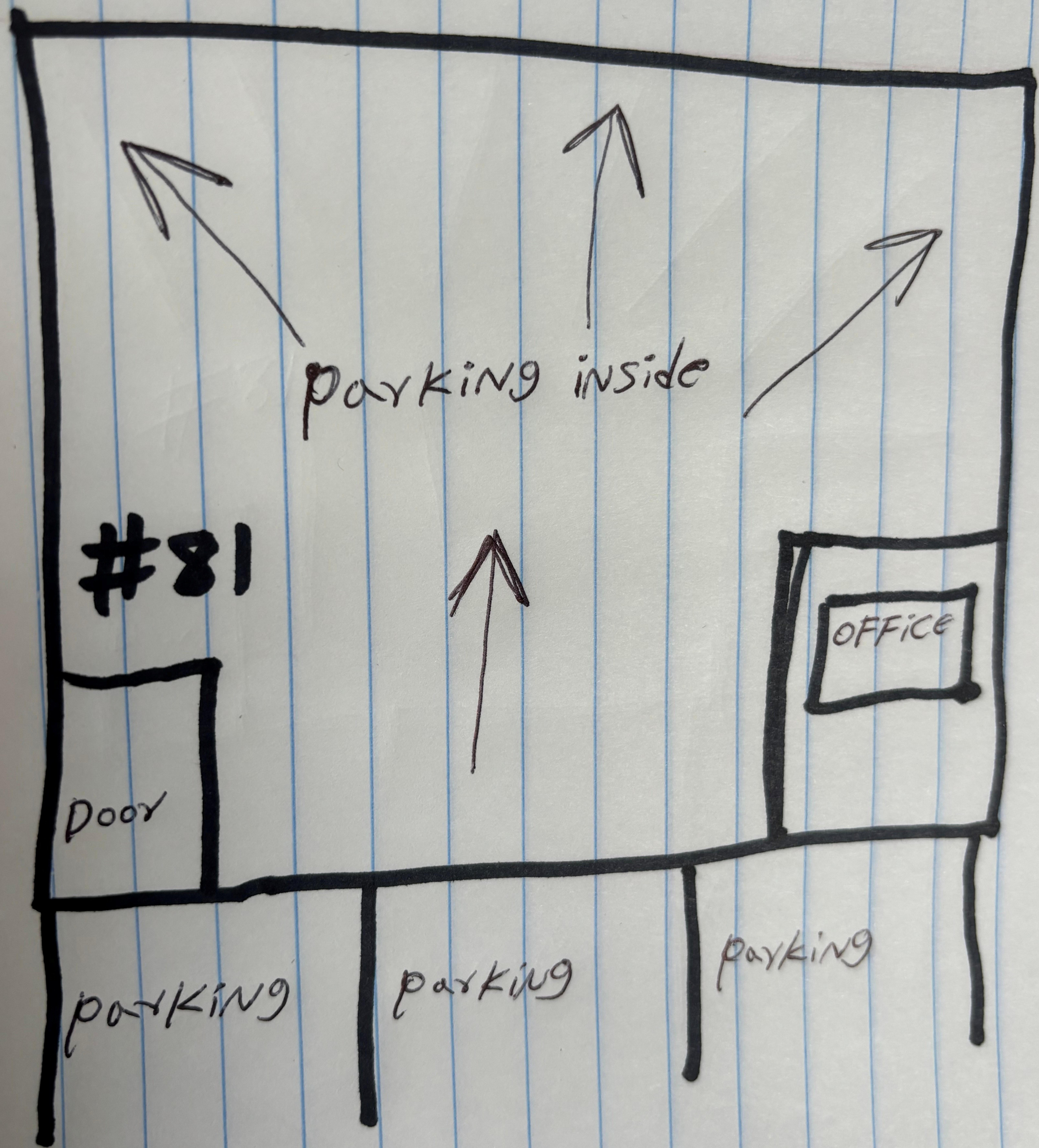
1 inch = 5 feet

- 4 Parking stalls
- ADA stalls
- Fire Sprinklers
- Spray Booth
- Grease Trap

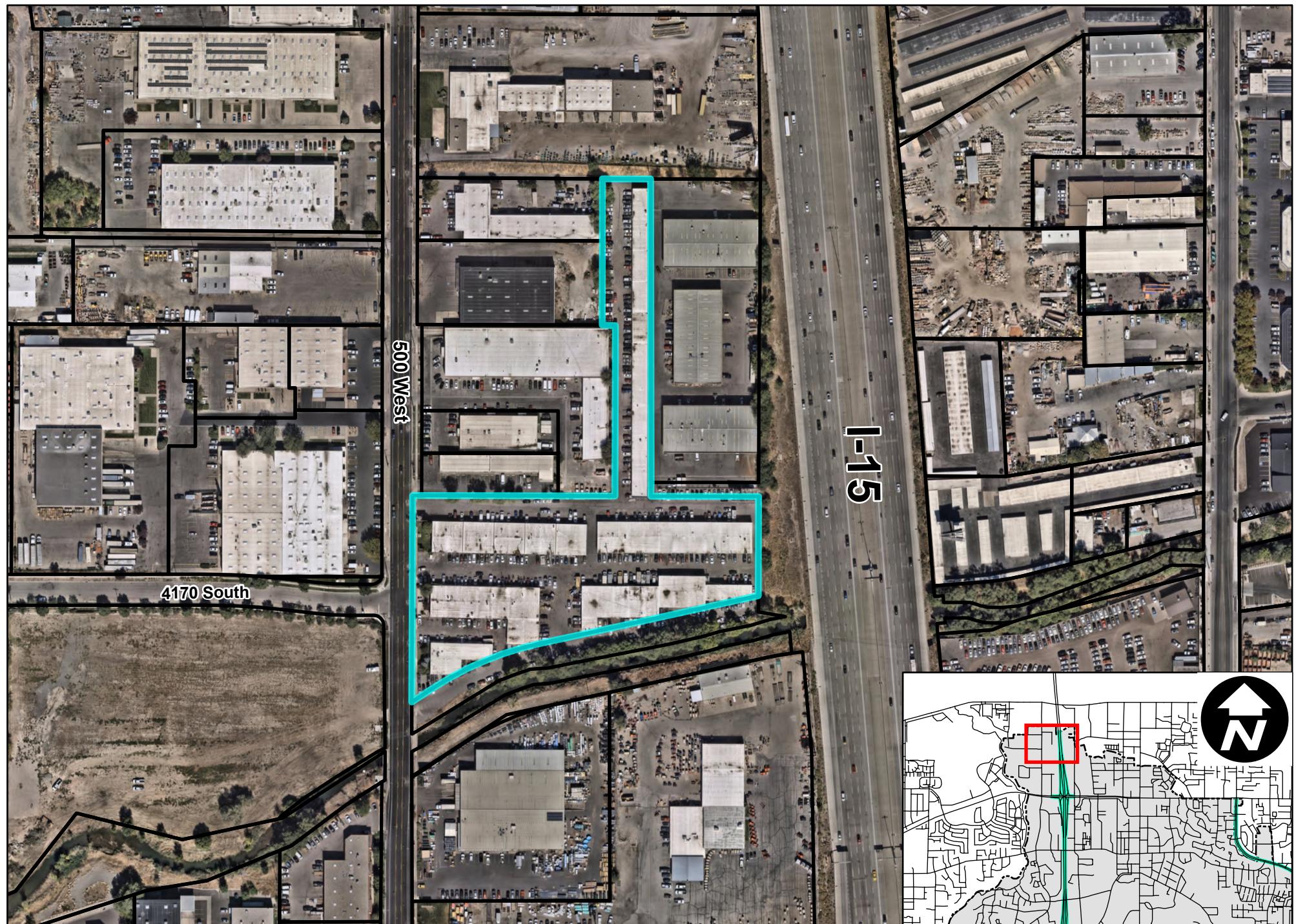
Garco Unit Numbers

4195 South 500 West

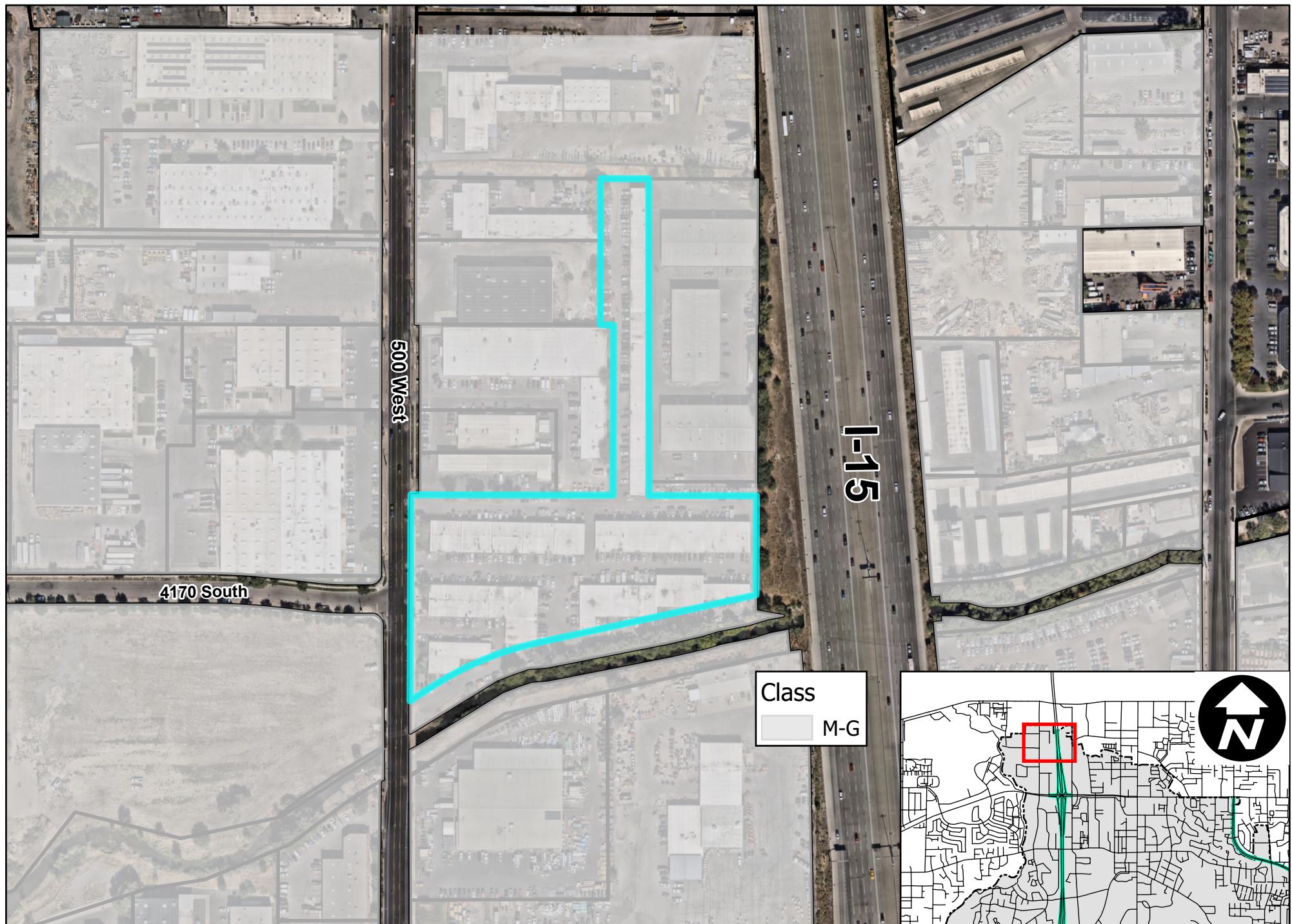




4195 South 500 W #81



4195 South 500 W #81





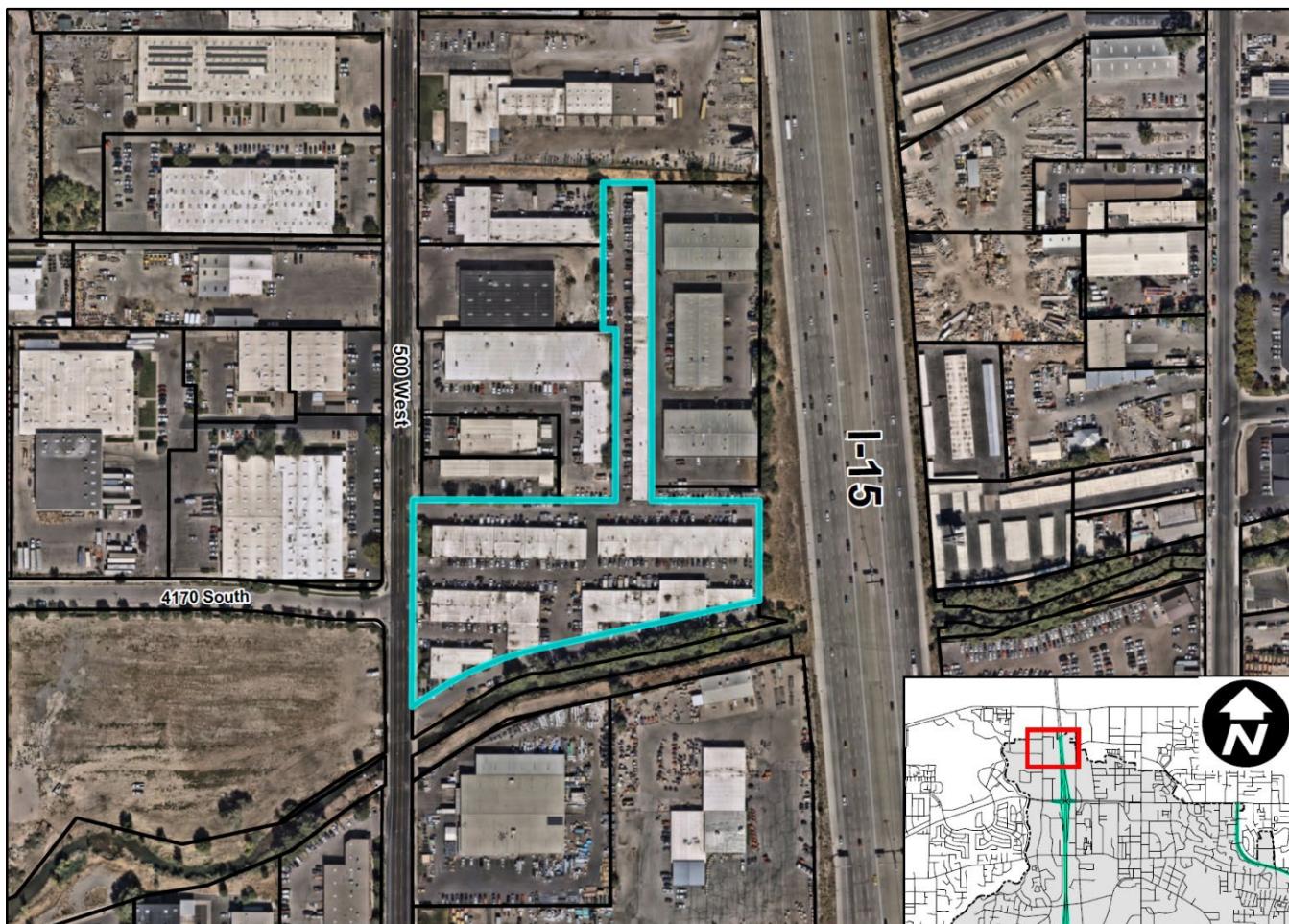
NOTICE OF PUBLIC HEARING

December 4th, 2025, 6:30 PM

The Murray City Planning Commission will hold a public meeting in the Murray City Council Chambers, located at 10 East 4800 South to receive public comment on an application submitted by **Uber Auto Sales LLC** for the property located at **4195 South 500 West, #81**. The applicant is requesting Conditional Use Permit approval to allow for the operation of an auto sales dealership.

To make comments regarding this application, the public may speak at the meeting, call the Murray City Planning Division at (801) 270-2430, or email pc@murray.utah.gov. You have received this notice because you own property within 300 feet of the subject property.

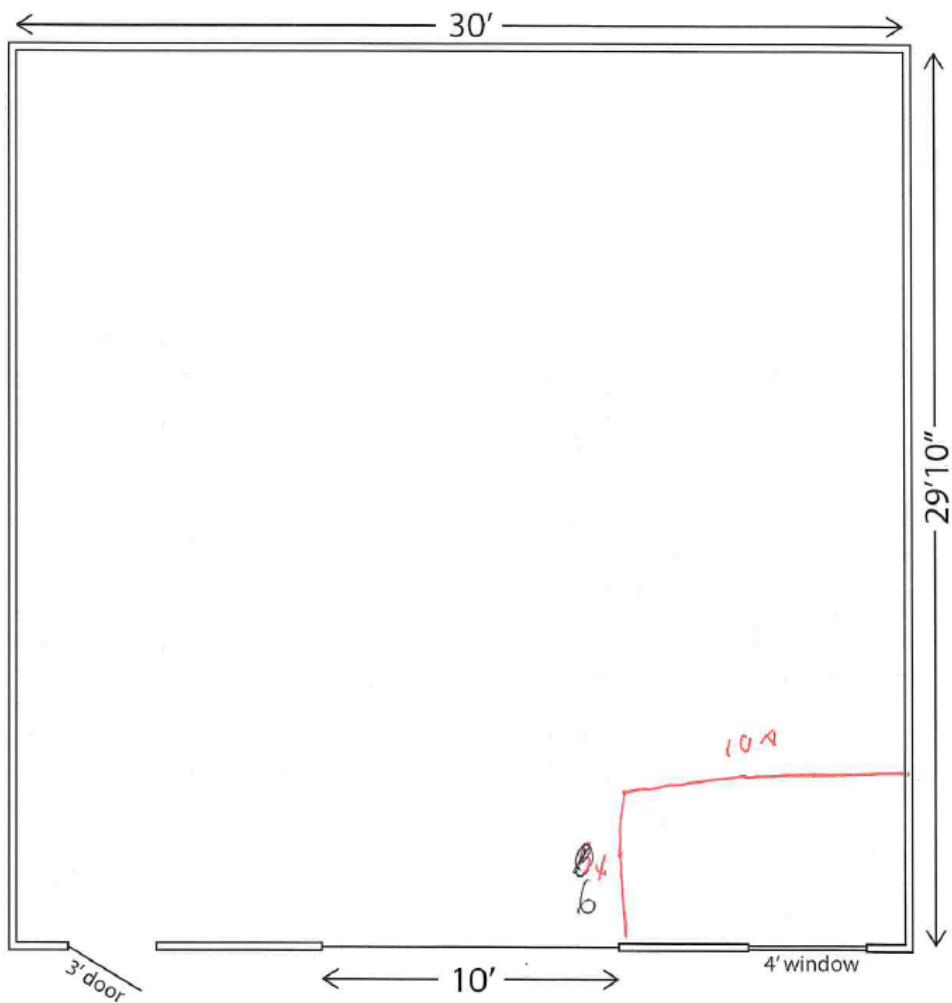
The meeting will be streamed online at www.murraycitylive.com or www.facebook.com/MurrayCityUtah/.



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.

4195 South 500 West
Unit 81

Standard Unit
Floorplan



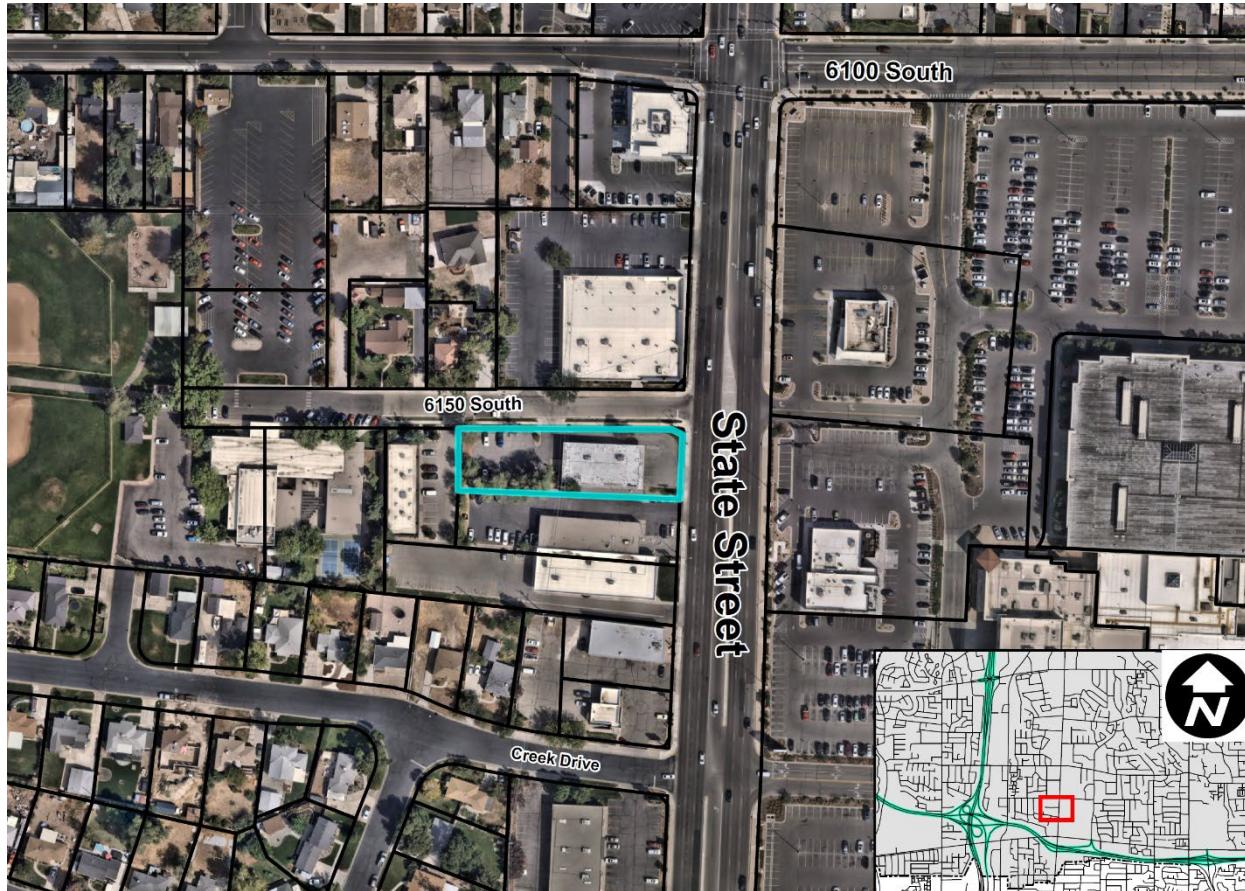
1 inch = 5 feet

- 4 Parking stalls
- ADA stalls
- Fire Sprinklers
- Spray Booth
- Grease Trap



AGENDA ITEM #06 – D.L. EVANS BANK

ITEM TYPE:	Site Plan Approval for modifications to an existing building for a new banking business.		
ADDRESS:	6150 South State Street	MEETING DATE:	December 4 th , 2025
APPLICANT:	D.L. Evans Bank	STAFF:	Ruth Ruach, Planner 1
PARCEL ID:	22-19-102-018	PROJECT NUMBER:	#25-112
ZONE:	C-D, Commercial Development		
SIZE:	0.54-acre site 4,650 sq ft. building		
REQUEST:	The applicant is requesting Site Plan Approval for modifications to an existing building which includes a drive through for a new banking business.		



I. LAND USE ORDINANCE

Section 17.160.070 of the Murray City Land Use Ordinance allows major modifications to buildings or structures within the C-D zoning district subject to site plan approval from the Planning Commission.

II. BACKGROUND

Project Location

The subject property is located west of State Street and south of 6150 South. It is located near the Fashion Place Mall and other commercial properties.

Surrounding Land Use and Zoning

<u>Direction</u>	<u>Land Use</u>	<u>Zoning</u>
North	Commercial	C-D
South	Commercial	C-D
East	Commercial	C-D
West	Commercial	C-D

Project Description

D.L. Evans Bank is proposing the establishment of its third branch in the state and replacing its current location in Murray. The plan involves modifying an existing building to incorporate a drive through, as the bank's current Murray location currently does not offer this convenience.

Height & Setbacks

The height of the existing building will be increased with sections of new parapet wall. The proposed height of the building is twenty-five (25') feet, which meets the thirty-five (35') feet maximum height requirement of the C-D zone.

The applicant does not propose modifying the existing building in a way that would affect the required setbacks. The existing building meets all setback requirements.

Access & Circulation

The site is accessed from State Street and from 6150 South. The access point on State Street serves as an entrance for the proposed new eighteen foot (18') wide double drive-through,

and the access point on 6150 South as its exit. A canopy will project over the drive-through. The proposal demonstrates that adequate access and circulation will be provided.

Parking

Per Section 17.160.090, four (4) parking stalls per one thousand (1,000) square feet of net floor area are required. Nineteen (19) parking stalls are required, and the applicant proposes twenty (21) new parking stalls, which meets the parking requirement.

Signage

Two (2) new signs will be added to the site. The proposed parapet walls and the canopy over the drive through will have attached signs. The existing detached pole sign located on State Street will be refaced with the business's branding.

Landscaping

Per Sections 17.160.100 and 17.68.040, the site shall be landscaped as follows:

Frontage	Trees	5-Gallon Shrubs	1-Gallon Shrubs
6150 South, 232 feet	7	12	23
State Street, 46 feet	1	2	5
Area			
<i>10% of the developed site (2,352 sq. ft.) shall be landscaped.</i>			

When applying for a building permit, the applicant shall include a landscaping plan that meets the requirements as outlined in this report.

III. CITY DEPARTMENT REVIEW

The application materials for the Site Plan Review were made available to Murray City department staff for review and comment on November 18th, 2025. Reviewing personnel included the Engineering and Building Divisions, and the Water, Sewer, Power, Police, and Fire Departments. Reviewing departments made the following comments:

Murray City Power Department:

1. Parapet on west side will have height restrictions due to the existing overhead power lines.
2. Power Department would like an on-site meeting before construction begins to discuss the safety clearances.
3. For questions regarding metering, contact Victor Meza 801-264-2724, or vmeza@murray.utah.gov.
4. The developer must meet all Murray City Power Department requirements and the current NESC/NEC code and provide the required easement/safety clearance(s) for equipment and Power lines.

Murray City Wastewater Division:

1. Please note, if any sewer utility work occurs outside, the work must meet Murray Wastewater specification.
2. Otherwise approve of the site plan for the new bank.

Murray Building Division:

1. Obtain a building permit for the remodel or tenant improvement.

V. PUBLIC INPUT

Seventeen (17) notices of the public meeting were sent to all property owners for parcels located within 300 feet of the subject property. As of the date of this report, staff has not received any public comments.

VI. FINDINGS

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

1. The proposed use is consistent with the goals and objectives of the Murray City General Plan.
2. With conditions, the proposed plan meets the requirements of the Murray City Land Use Ordinance.
3. With conditions, the proposed plan will allow the business to expand its reach to better serve the community.

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 Site Plan Approval for the proposed building modifications for a banking business at the property addressed 6150 South State Street**, subject to the following conditions:

1. The applicant shall meet all Murray City Engineering requirements.
2. The applicant shall meet all Fire Department requirements.
3. The applicant shall meet all Water Division requirements.
4. The applicant shall meet all Wastewater Division requirements.
5. The applicant shall obtain a building permit prior to any construction occurring on the site.
6. The applicant shall meet all landscaping requirements of Chapter 17.68 of the Murray City Land Use Ordinance prior to the Planning Division's approval of a building permit.

7. The applicant shall obtain a Murray City Business License prior to beginning operations at this location.
8. The applicant shall comply with all applicable zoning standards as adopted in Title 17, Zoning.
9. The applicant shall apply for building permits for all signs and adhere to all sign requirements as described in Chapter 17.48 of the Murray City Code.



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NOT FOR
CONSTRUCTION

D.L. EVANS BANK
6150 S. STATE STREET
MURRAY, UT 84107

REVISIONS:
DATE: DESCRIPTION

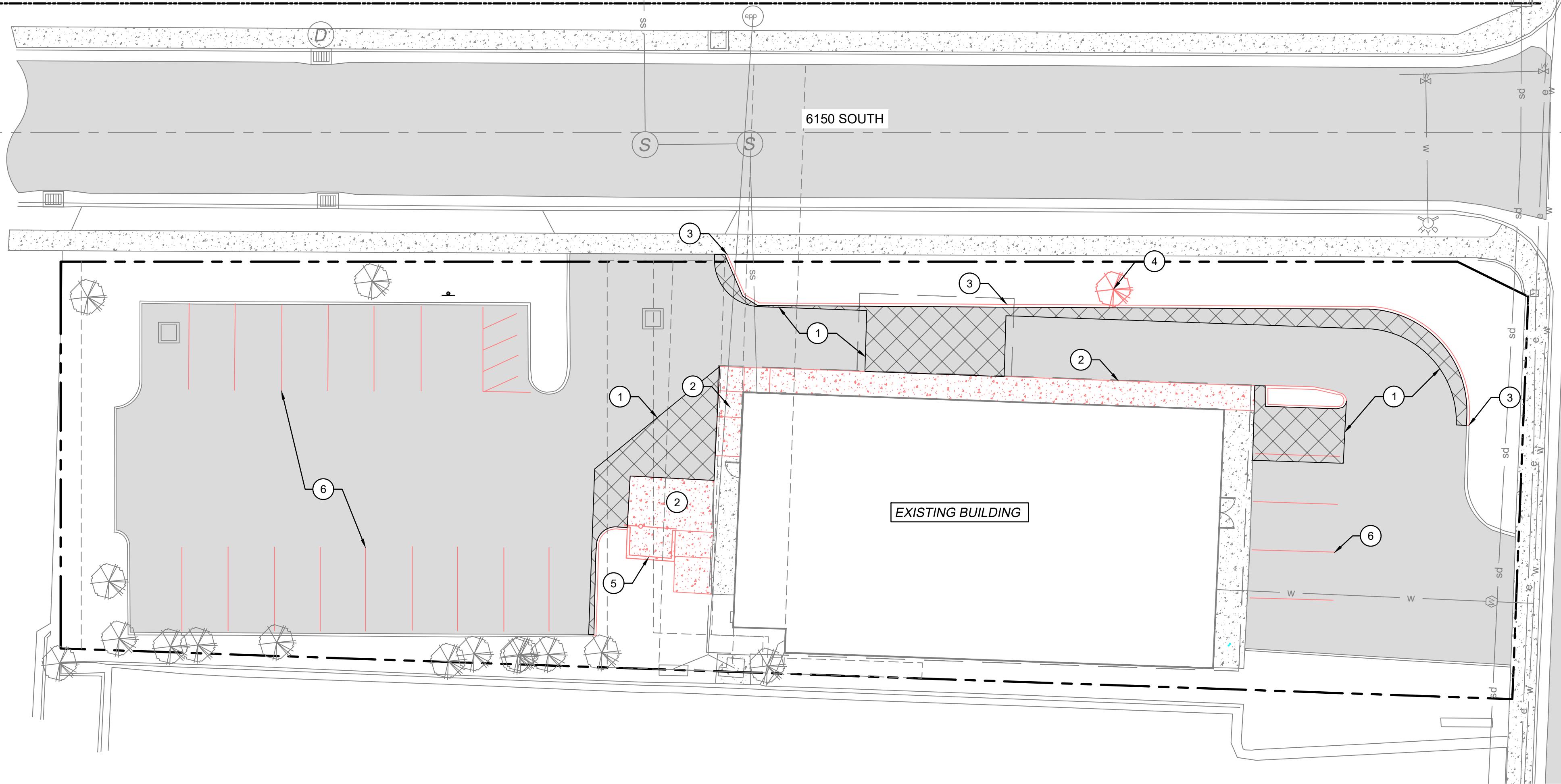
PROJECT: 250702
DATE: 11/10/25

SITE PLAN
REVIEW

RENDERINGS

A313

DEMOLITION PLAN



① DEMOLITION PLAN SHEET KEY NOTES:
ALL ITEMS CALLED OUT TO BE REMOVED SHALL BE DISPOSED OF IN AN APPROPRIATE MANNER AND LOCATION:

1. SAWCUT & REMOVE ASPHALT PAVEMENT
2. REMOVE CONCRETE SIDEWALK TO NEAREST JOINT
3. REMOVE RIBBON CURB TO NEAREST JOINT
4. REMOVE VEGETATION/TREE
5. REMOVE CMU DUMPSTER ENCLOSURE AND ASSOCIATED STRUCTURES & FENCES
6. REMOVE EXISTING PAINT STRIPES (TYP)

LEGEND EXISTING	
—	PROPERTY BOUNDARY
sd	STORM DRAIN LINE
w	CULINARY WATER LINE
g	GAS LINE
ss	SEWER LINE
e	BURIED POWER LINE
e	AERIAL POWER LINE
c	COMMUNICATION LINE
###	CONTOUR MAJOR
####	CONTOUR MINOR
Asphalt	ASPHALT
Open Face Curb and Gutter	OPEN FACE CURB AND GUTTER
X	FENCE
Concrete	CONCRETE
XXXXXX	EXISTING TO BE REMOVED
Culinary Water Valve	CULINARY WATER VALVE
Culinary Water Meter	CULINARY WATER METER
Fire Hydrant	FIRE HYDRANT
Catch Basin (Storm Drain Box)	CATCH BASIN (STORM DRAIN BOX)
D	STORM DRAIN MANHOLE
S	SEWER MANHOLE
P	POWER POLE
P	POWER METER
E	ELECTRICAL BOX

ZONING INFO:

JURISDICTION: CITY OF MURRAY, UT

SITE AREA: ±0.579 ACRES
±25,522 SQ. FT.

LEGAL DESCRIPTION:

PARCEL: APN 22-19-102-018

ZONING: C-D (COMMERCIAL DEVELOPMENT)

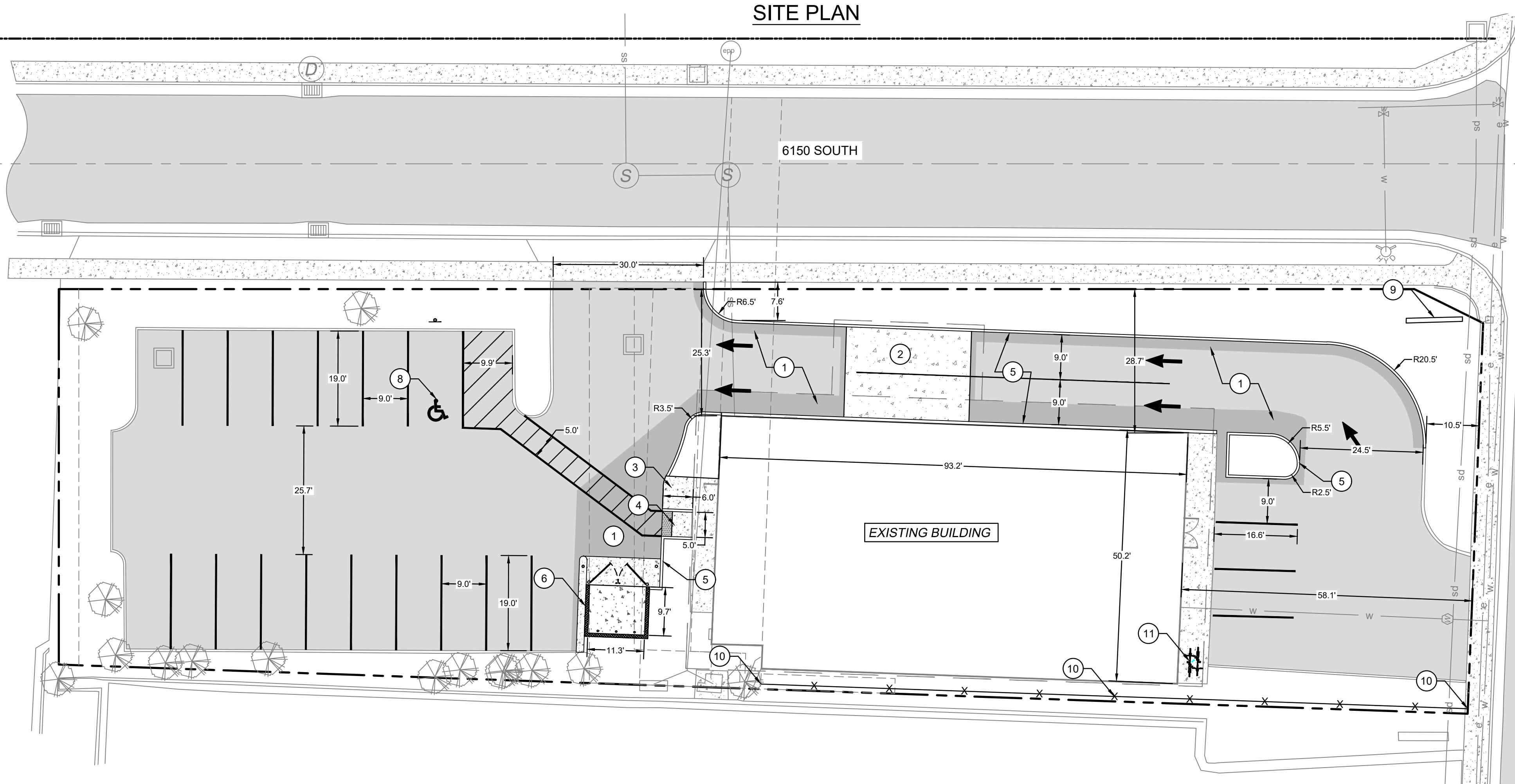
ALLOWED BUILDING HEIGHT: 35'-0"
EXISTING BUILDING HEIGHT: 15'-0"
PROPOSED BUILDING HEIGHT: 25'-0"

EXISTING BUILDING AREA: 4,650 SF
NEW AREA: 0 SF

PARKING REQUIRED: 19 STALLS (4 STALLS PER 1,000 SF)
PARKING PROVIDED: 21 STALLS (INCLUDES 1 HANDICAP)

BICYCLE STALLS PROVIDED: 2

SITE PLAN



① SITE SHEET KEY NOTES:
PROVIDE, INSTALL, AND/OR CONSTRUCT THE FOLLOWING PER THE SPECIFICATIONS GIVEN OR REFERENCED. THE DETAILS NOTED, ANCHOR AS SHOWN ON THE CONSTRUCTION DRAWINGS:

1. ASPHALT PAVEMENT (MATCH EXISTING CROSS-SECTION PLUS 1")
2. CONCRETE PAVEMENT
3. CONCRETE SIDEWALK
4. ADA RAMP
5. 6" RAISED RIBBON CURB
6. CMU DUMPSTER ENCLOSURE
7. 4" WHITE PAINT STRIPE
8. ADA PARKING STALL AND SIGNAGE
9. POLE SIGN
10. FENCE (SEE BUILDING ELEVATIONS)
11. BIKE RACK

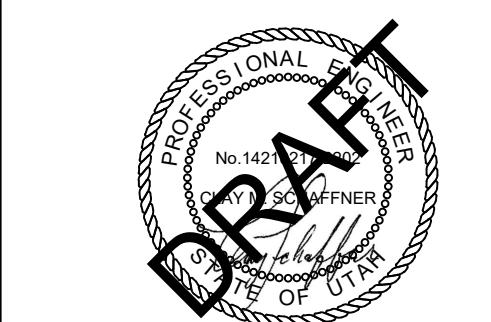
GENERAL NOTES:

1. EXISTING SANITARY SEWER SERVICES & CULINARY WATER SERVICES ARE TO BE REUSED.
2. UNDERGROUND UTILITIES LOCATIONS SHOWN ARE AN APPROXIMATE. CONTRACTOR SHALL FIELD VERIFY EXISTING LOCATION AS NECESSARY.
3. THE PROPERTY BOUNDARY, EASEMENTS, AND EXISTING INFRASTRUCTURE ARE SHOWN FOR REFERENCE ONLY. SEE THE ALTA SURVEY COMPLETED BY RED SANDS GEOMATICS LAND SURVEYING DATED BY 09-15-2025 FOR DETAILS.

LEGEND PROPOSED

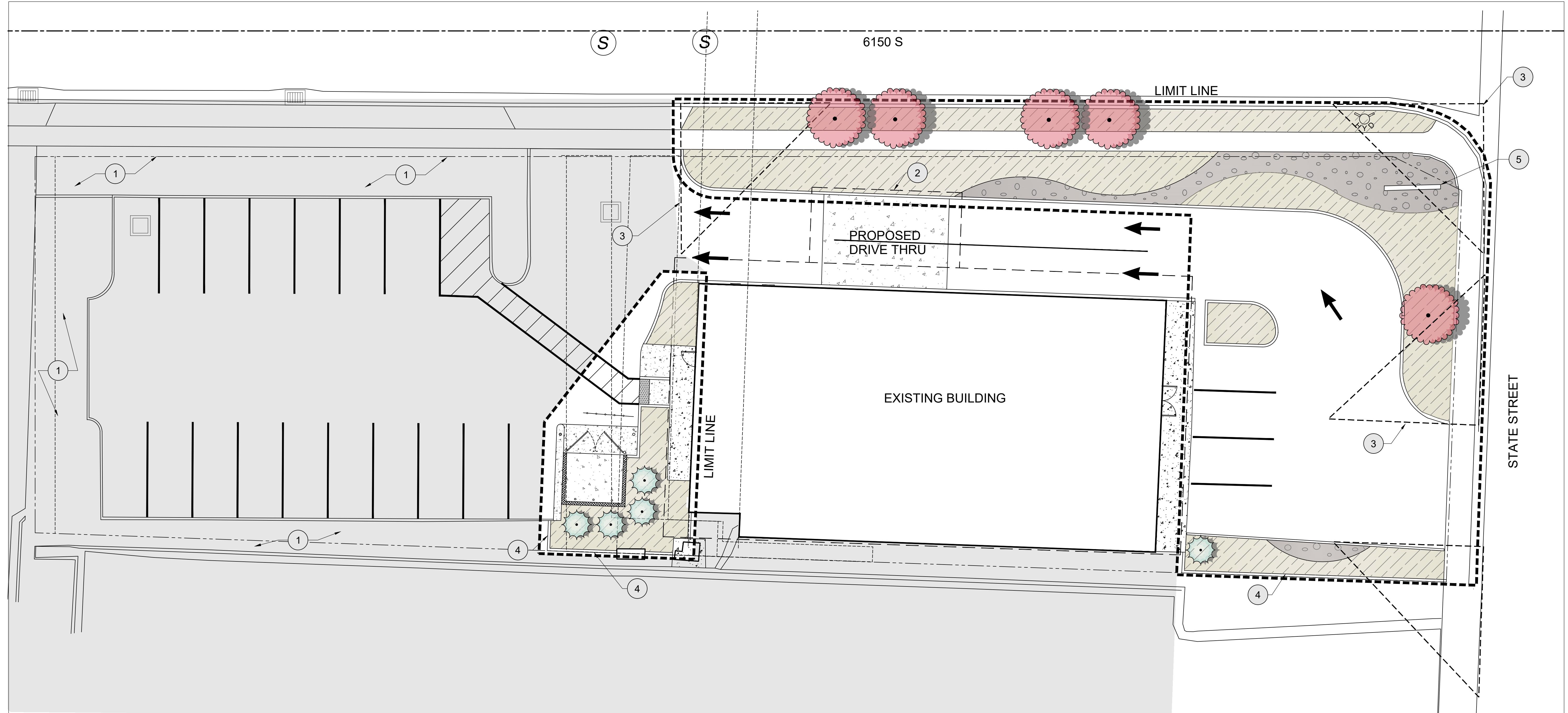
W	CULINARY WATER LINE (SIZE SHOWN ON PLAN)
SD	STORM DRAIN LINE (SIZE SHOWN ON PLAN)
SS	SANITARY SEWER LINE (SIZE SHOWN ON PLAN)
E	BURIED POWER LINE
Asphalt	ASPHALT
6" Raised Curb	6" RAISED CURB
Concrete Sidewalk	CONCRETE SIDEWALK
Building Setback	BUILDING SETBACK
Easement	EASEMENT
Culinary Water Valve	CULINARY WATER VALVE
Fire Hydrant	FIRE HYDRANT
Culinary Water Meter	CULINARY WATER METER
Sewer Manhole	SEWER MANHOLE
Sewer Cleanout	SEWER CLEANOUT
Sign	SIGN

PROJECT #: 25-354
DRAWN BY: C. SCHAFFNER
PROJECT MANAGER: C. SCHAFFNER
ISSUED: 11/7/2025



PRELIMINARY
SITE PLAN

1 OF 1



(MURRAY) - (COMMERCIAL DEVELOPMENT) C-D

LANDSCAPE REQUIREMENTS

PLANT TYPE	REQUIREMENT	NUMBER REQUIRED	NUMBER PLANNED
STREET TREES- 6150 SOUTH	3 Trees per 100'	4	4
STREET TREES- MAIN STREET	3 Trees per 100'	1	1
STREET SHRUBS- 6150 SOUTH	(5) 5 gal. shrubs	8	8*
	(10) 1 gal. shrubs	15	15*
STREET SHRUBS- MAIN STRET	(5) 5 gal. shrubs	3	3*
	(10) 1 gal. shrubs	6	6*
SITE SHRUBS	50% landscape coverage		
AREA			
LIMIT OF DISTURBANCE			
LANDSCAPE	NA	NA	9.261
	10% of on-site landscaping	926	3,679

*Shrubs not shown on preliminary landscape plan

GENERAL NOTES:
 1. CONTRACTOR TO VERIFY QUANTITIES.
 2. CALL 811 BEFORE YOU DIG
 3. TO BE WATERED WITHOUT AUTOMATIC IRRIGATION SYSTEM.

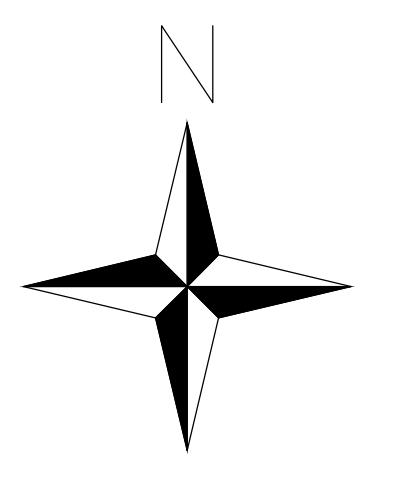
PRELIMINARY PLAN NOTES:
 1. SHRUBS, GRASSES AND PERENNIALS ARE NOT SHOWN IN SD SET BUT THE LEGEND SHOWS ANTICIPATED TREES. PLAN ALSO MAY INCLUDE LANDSCAPE BOULDERS AND DRY RIVER BED

PLANT SCHEDULE

SYMBOL	CODE	QTY	BOTANICAL / COMMON NAME	SIZE	CAL
	FR	5	ACER PLATANOIDES 'CRIMSON SENTRY' / NORWAY MAPLE	B&B	2" CAL
	JW	5	JUNIPERUS SCOPULORUM 'WICHITA BLUE' / WICHITA BLUE JUNIPER	6' HT	

REFERENCE NOTES SCHEDULE

SYMBOL	DESCRIPTION	QTY	DETAIL
1	EXISTING LANDSCAPE TO REMAIN		
2	OVERHANG		
3	30' X 30' SIGHT TRIANGLE (STREET/DRIVE INTERSECTION)		
4	CONCRETE MOWSTRIP: 6" X 6"		/
5	PROPOSED ENTRY SIGN		
	AREA TO BE LANDSCAPED W/ TAN ROCK MULCH AND PLANTED WITH SHRUBS, GRASSES AND PERENNIALS.	2,967 SF	
	DRY RIVER BED. EXACT LOCATION IS SUBJECT TO CHANGE	580 SF	



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**PRELIMINARY
LANDSCAPE
PLAN**

L100



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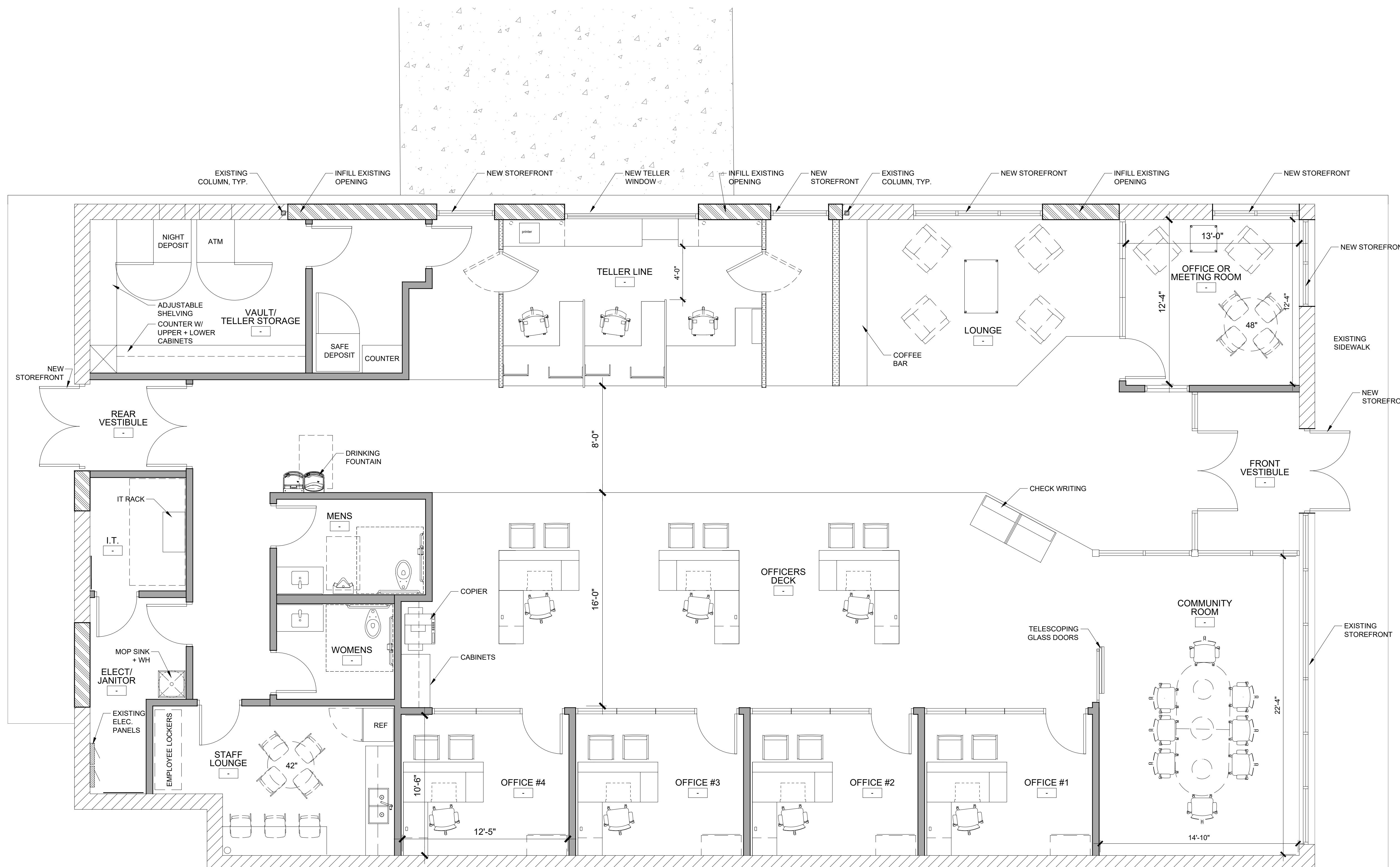
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D.L. EVANS BANK

6150 S. STATE STREET

MURRAY, UT 84107

REVISIONS:
DATE: DESCRIPTION



N
FLOOR PLAN
SCALE: 1/4" = 1'-0"

4,650 SQ. FT.

PROJECT: 250702
DATE: 11/10/25

LEGEND:

- Door Number - See A611
- Window Type - See A611
- Existing Wall to Remain
- Exterior Wall Infill Type EX1, See G005.
- Interior Wall Type W2, See G005.
- Interior Wall Type W1 SIM. Partial Height Wall, See G005.

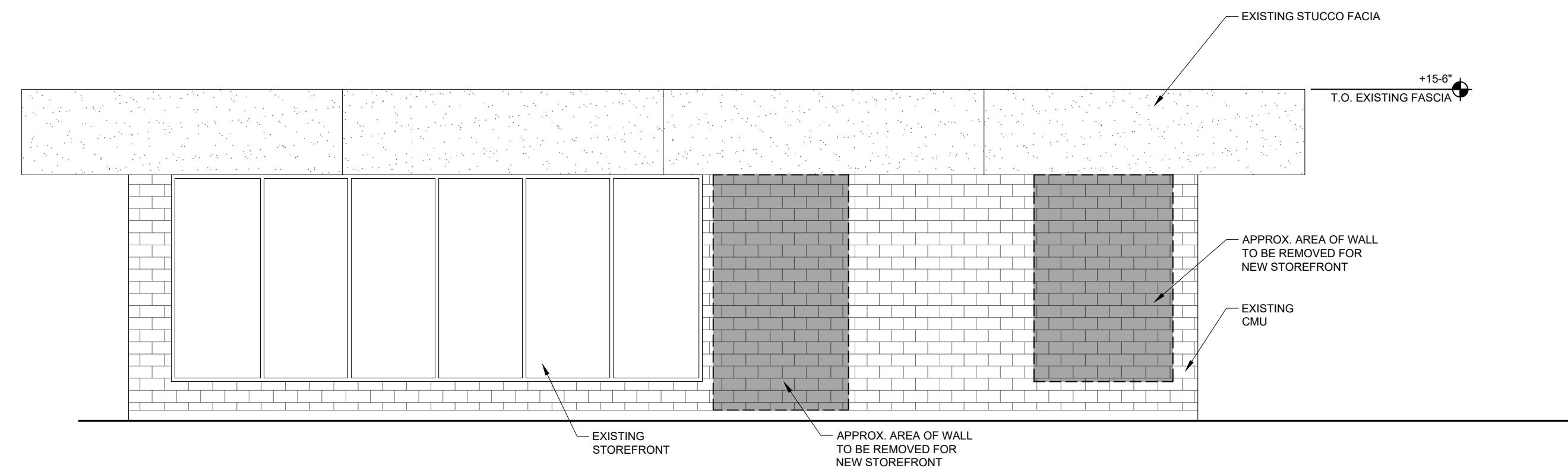
SITE PLAN
REVIEW

FLOOR PLAN

A211

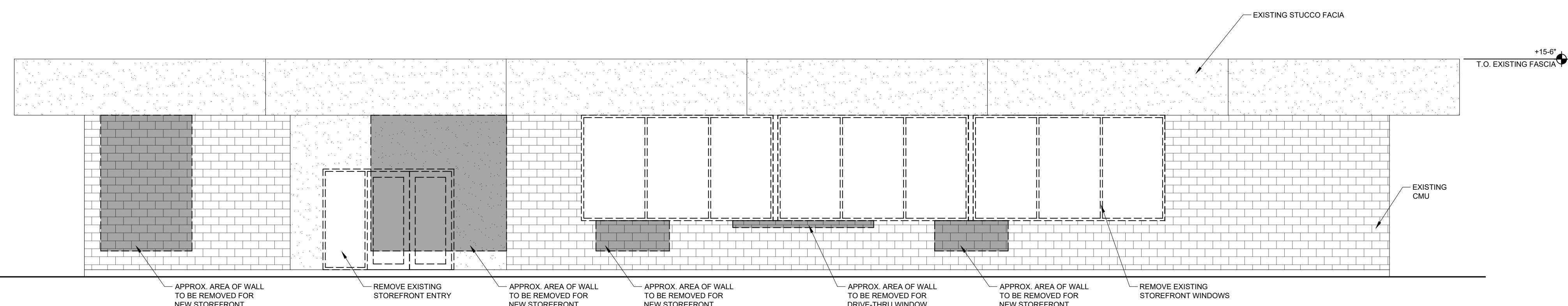


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1 EAST DEMO ELEVATION

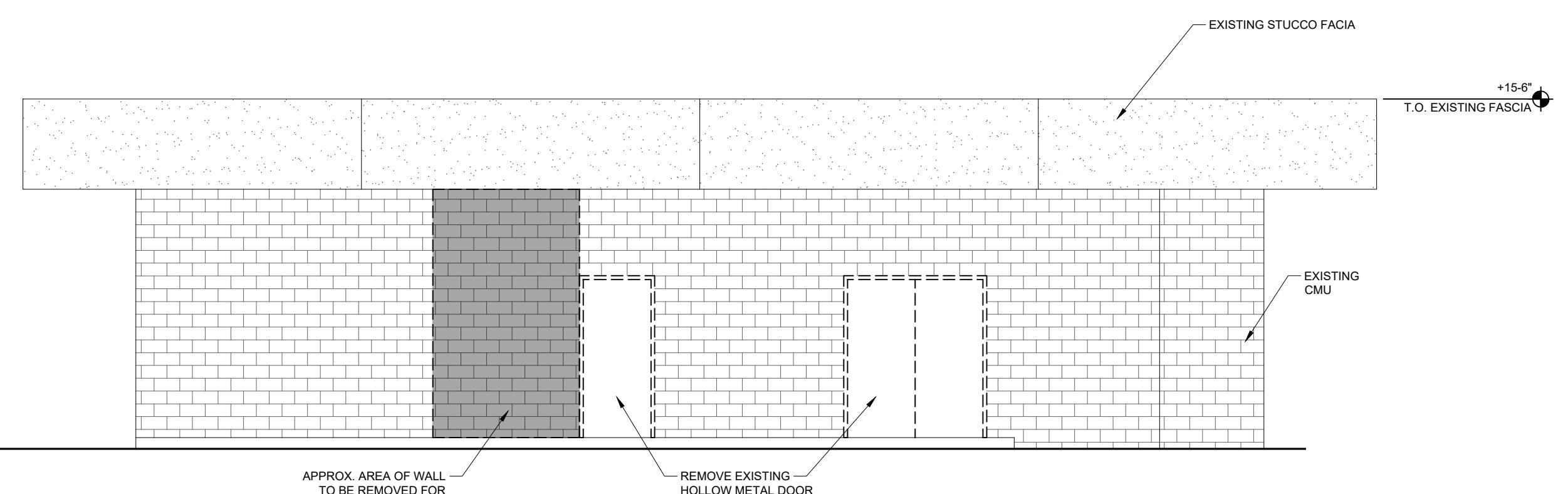
SCALE: 3/16" = 1'-0"



NOT FOR
CONSTRUCTION

2 NORTH DEMO ELEVATION

SCALE: 3/16" = 1'-0"



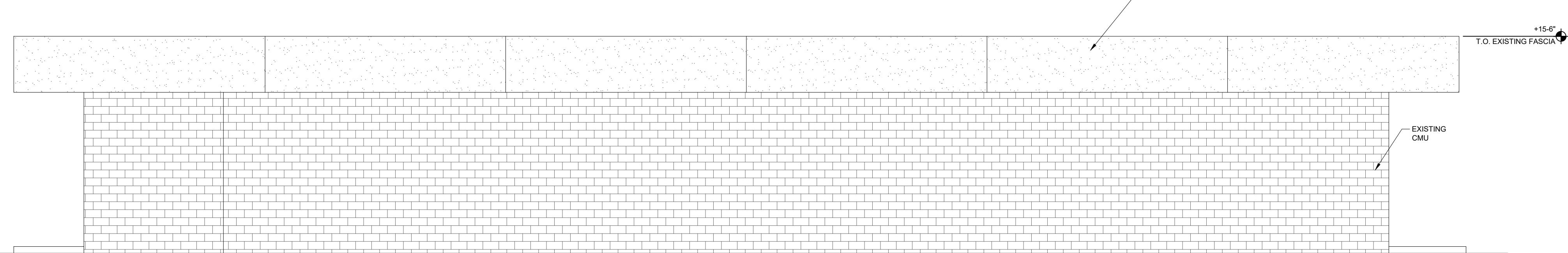
3 WEST DEMO ELEVATION

SCALE: 3/16" = 1'-0"

D.L. EVANS BANK
6150 S. STATE STREET
MURRAY, UT 84107

REVISIONS:
DATE DESCRIPTION

PROJECT: 250702
DATE: 11/10/25



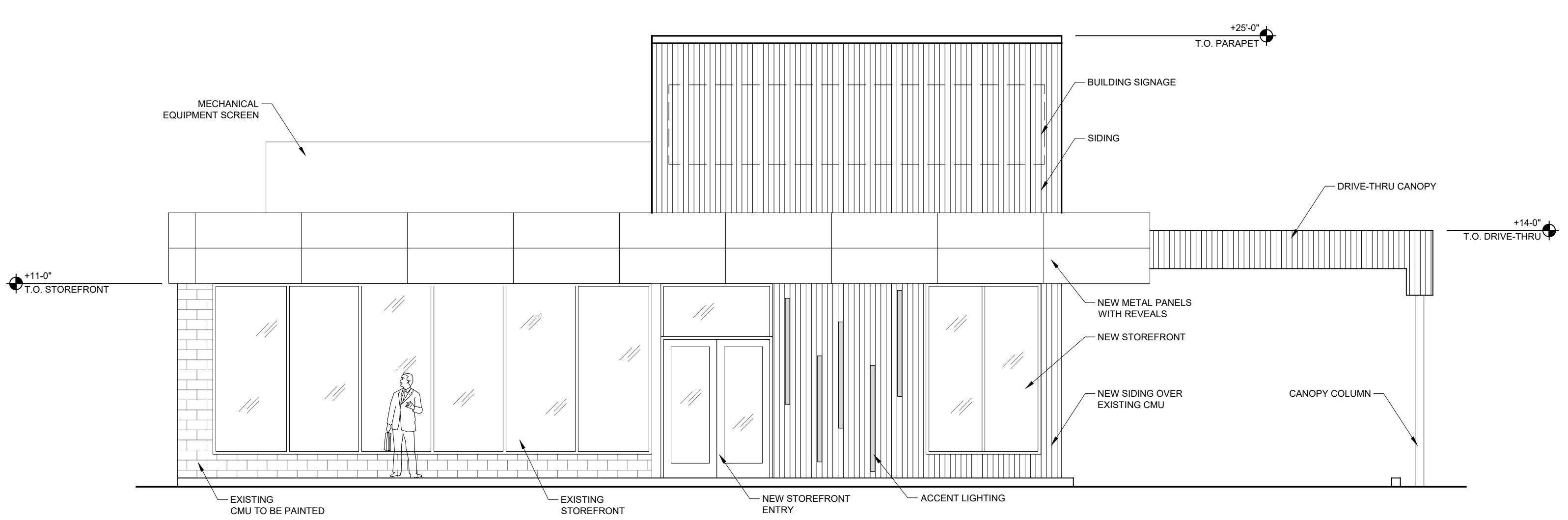
SITE PLAN
REVIEW

DEMO
ELEVATIONS

4 SOUTH DEMO ELEVATION

SCALE: 3/16" = 1'-0"

A311

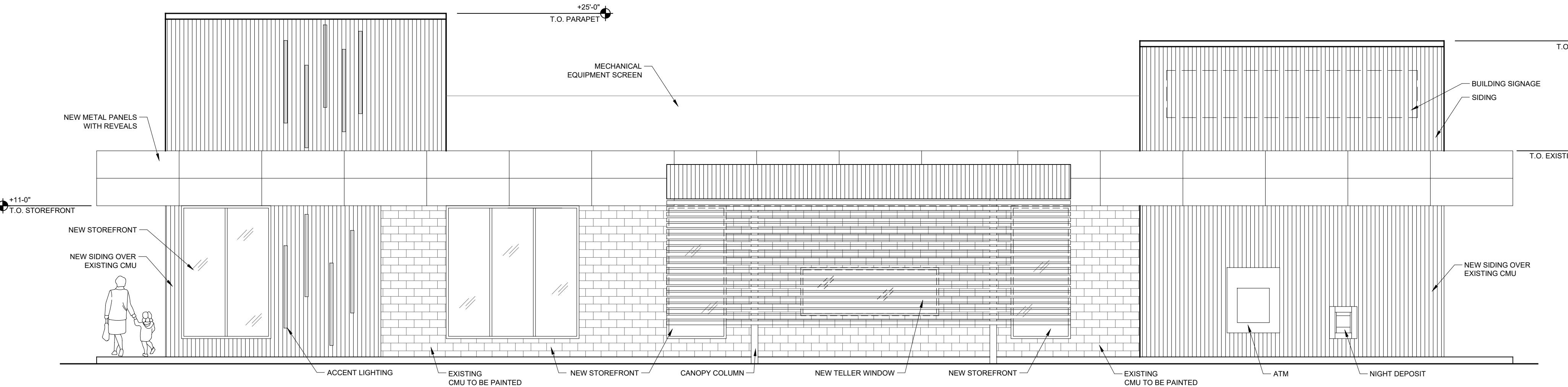


1 EAST ELEVATION

SCALE: 3/16" = 1'-0"

LEGEND:

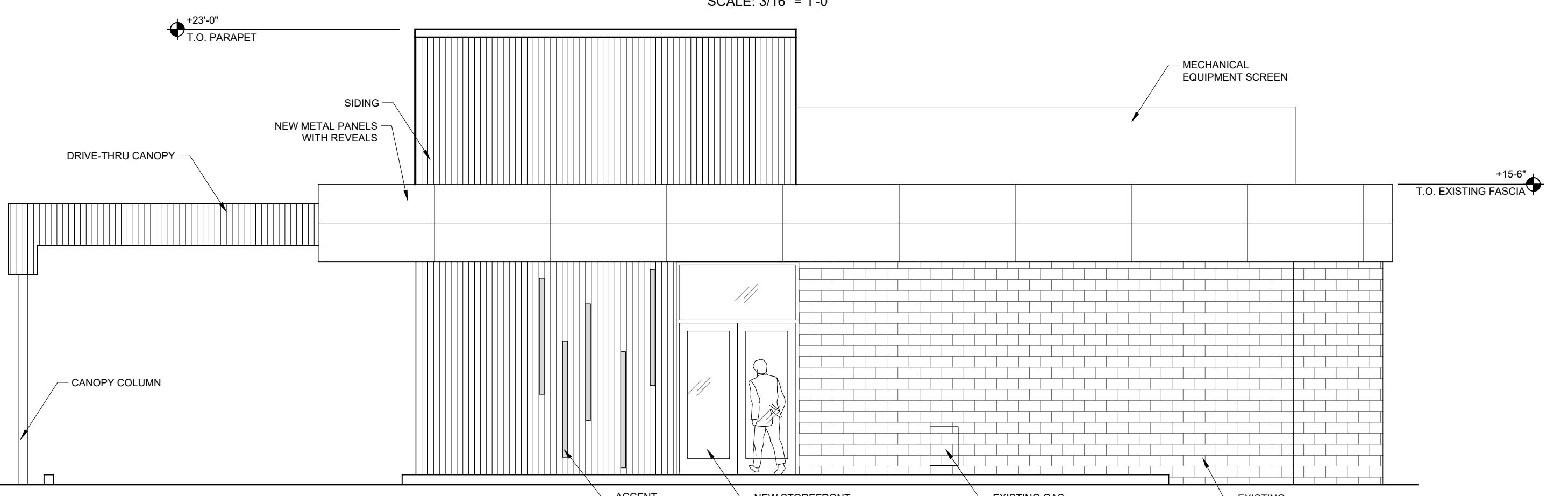
- EXISTING SPLITFACE CMU BLOCK PAINT, COLOR: OFF WHITE
- WOOD LOOK SIDING COLOR: TBD
- METAL PANELS, COLOR: LIGHT GREY



2 NORTH ELEVATION

SCALE: 3/16" = 1'-0"

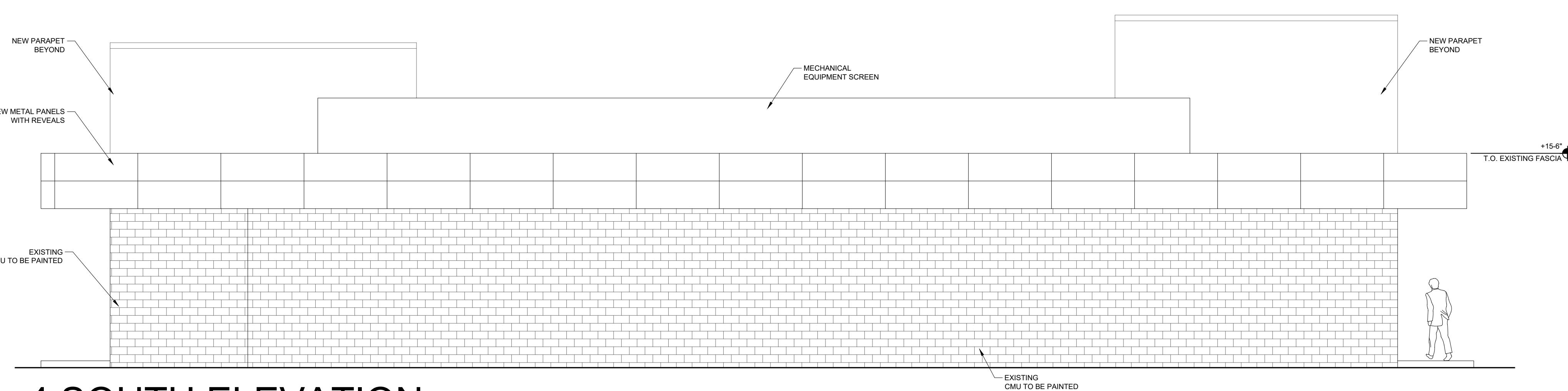
NOT FOR
CONSTRUCTION



3 WEST ELEVATION

SCALE: 3/16" = 1'-0"

REVISIONS:
△ DATE DESCRIPTION



4 SOUTH ELEVATION

SCALE: 3/16" = 1'-0"

SITE PLAN
REVIEW

EXTERIOR
ELEVATIONS

A312

ALTA/NSPS LAND TITLE SURVEY

D.L. EVANS BANK

D.M. LOCATED IN THE NW^{1/4} SECTION 19, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN
MURRAY CITY, SALT LAKE COUNTY, UTAH
2025



RED SANDS
GEOMATICS

LAND SURVEYING, LIDAR, & GIS

PERSONALIZED PROFESSIONAL SOLUTIONS
262 E 200 S KANAB, UTAH REDSANDSGEOMATICS.COM

SURVEYOR'S CERTIFICATE

TO D.L. EVANS BANK, AN IDAHO CORPORATION, AND ITS
SUCCESSIONS AND ASSIGNS AS THEIR INTERESTS MAY
APPEAR; AND MERIDIAN TITLE COMPANY:

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE
SURVEY ON WHICH IT IS BASED WERE MADE IN
ACCORDANCE WITH THE 2021 MINIMUM STANDARD
DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE
SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA
AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 5, 6A, 6B,
7A, 8, 9, 10, 11B, 13, AND 18, OF TABLE A THEREOF.
THE FIELDWORK WAS COMPLETED ON SEPTEMBER 10,
2025.

DATE OF PLAT: SEPTEMBER 15, 2025.

Taylor D Christensen 09-15-25
TAYLOR D. CHRISTENSEN
UT PLS 13836199
09-15-25
ELECTRONIC SEAL
STATE OF UTAH

SURVEY NARRATIVE

THIS ALTA/NSPS SURVEY WAS REQUESTED BY DAVID
FILLMORE OF D.L. EVANS BANK. ALL CORNERS ARE SET AND
FOUND AS SHOWN AND DESCRIBED. THE BASIS OF
BEARINGS FOR THIS SURVEY IS N02°6'10"E 1697.81
FEET, AS MEASURED BETWEEN THE CENTERLINE MONUMENT
IN THE INTERSECTION OF STATE STREET AND 6100 SOUTH
AND THE CENTERLINE MONUMENT LOCATED AT 6385 SOUTH
STATE STREET AS SHOWN. THE GPS COORDINATE SYSTEM
USED WAS THE UTAH COORDINATE SYSTEM 1983 SOUTH
ZONE SCALED TO GROUND.

AN ALTA/NSPS SURVEY WAS CONDUCTED ON THIS
PROPERTY IN 1994 BY BUSH & GUDGELL, HOWEVER I DID
NOT FIND ANY OF THEIR MONUMENTS AS DESCRIBED ON
THEIR RECORD OF SURVEY PLAT. I ALSO DID NOT AGREE
WITH THE BOUNDARY AS IS SHOWN ON SAID PLAT. I
DETERMINED THE BOUNDARY BASED ON THE UDOT PARCEL
THAT WAS DEEDED AND DESCRIBED IN THE VESTING DEED.
USING THE NORTHEAST CORNER OF SAID UDOT PARCEL I
DETERMINED THAT TO BE THE FORMER NORTHEAST CORNER
OF THE PROPERTY FROM THERE I HELD RECORDED BEARINGS
& DISTANCES FROM THAT LOCATION WITH THE EXCEPTION OF
THE WESTERLY BOUNDARY WHICH IS 27 SECONDS
DIFFERENT DUE TO THE CLOSURE ERROR OF THE DEED. I
WAS UNABLE TO LOCATE A DEEDED ROW OF 6150 SOUTH
STREET, HOWEVER I FOUND MULTIPLE RECORDS THAT
STATED THE WIDTH IS 50' (WITH NO REFERENCES FROM
WHERE THEY GAINED THAT INFORMATION), THIS IS
SUPPORTED BY SURVEY MONUMENTS I FOUND ON THE
NORTHERLY LINE WHICH MATCHED THAT WIDTH.

AS PART OF THIS SURVEY, RED SANDS GEOMATICS, LLC
HAS CONDUCTED FIELD SEARCHES FOR EVIDENCE AND
MONUMENTATION. FOUND EVIDENCE AND MONUMENTATION
IS REPRESENTED HERON. DOCUMENTS OF RECORD
REVIEWED AND CONSIDERED AS PART OF THIS SURVEY ARE
NOTED BELOW. THERE MAY EXIST OTHER EVIDENCE,
MONUMENTATION AND DOCUMENTS THAT COULD AFFECT
THIS SURVEY. NEW EVIDENCE, MONUMENTATION, OR
DOCUMENTS THAT MAY ALTER THE CONCLUSIONS OF THIS
SURVEY SHOULD BE PRESENTED TO THE SURVEYOR FOR HIS
REVIEW AND CONSIDERATION.

SET #5 R/C MARKED	"RED SANDS GEO PLS 13836199" (UNLESS OTHERWISE NOTED)
FOUND EXISTING SURVEY MONUMENT	AS DESCRIBED
BENCHMARK	
MONUMENT AS DESCRIBED	
PROPERTY LINE	
FENCE LINE	
CONCRETE LINE	
ADJACENT PROPERTY LINE	
STREET CENTER LINE	
STREET ROW LINE	
EASEMENT AS DESCRIBED	
SECTION LINE	
GAS LINE	
COMMUNICATION/FIBER LINE	
WATER LINE	
SEWER LINE	
POWER LINE (OVERHEAD)	
POWER LINE (BURIED)	
REBAR AND CAP	
POINT OF BEGINNING	
RIGHT-OF-WAY	
LANDSCAPED AREA	
TREE (DECIDUOUS UNLESS OTHERWISE NOTED)	
WATER VALVE	
STORM DRAIN FEATURE	
AS NOTED	
WATER METER	
POWER POLE	
SEWER MANHOLE	
G.W. GUY WIRE ANCHOR	

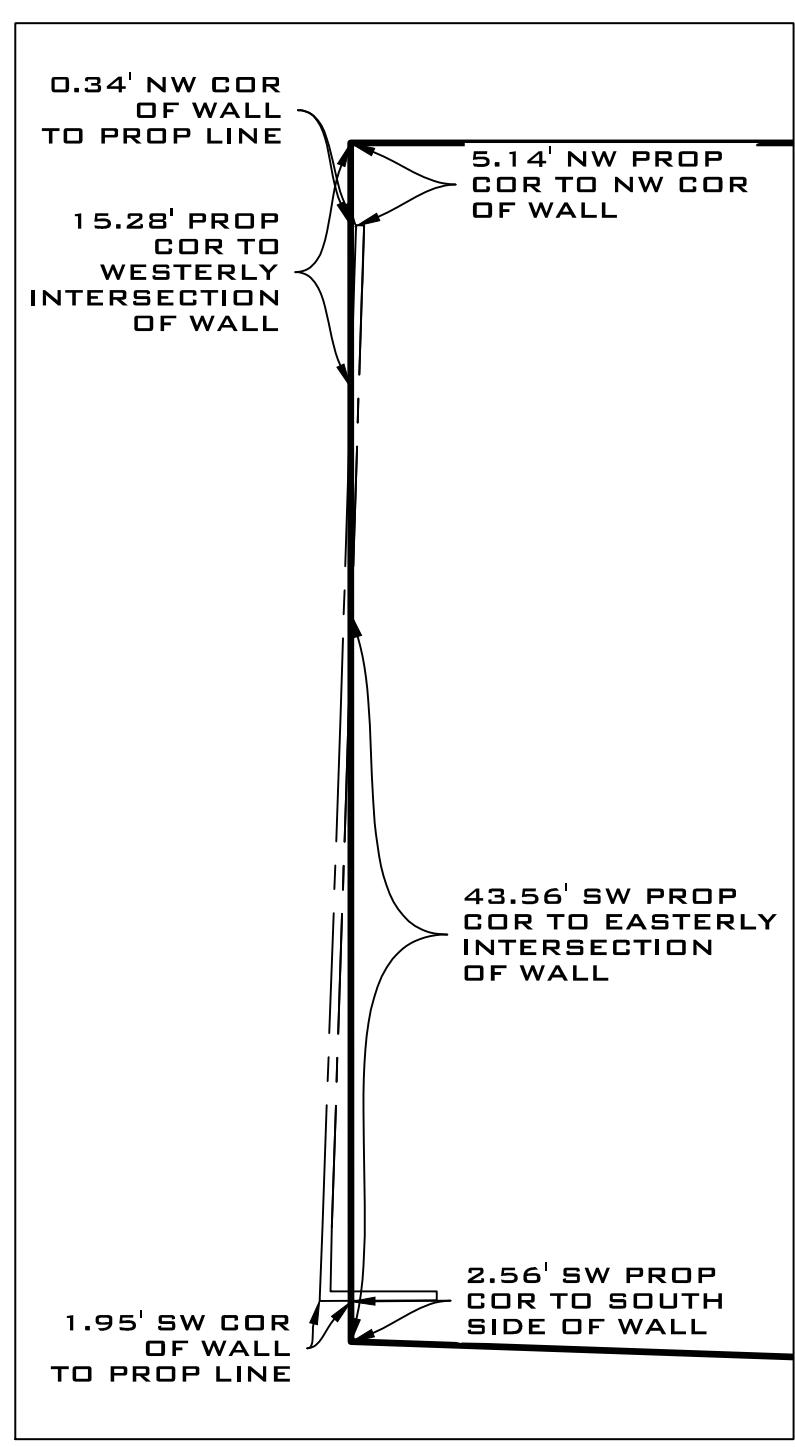
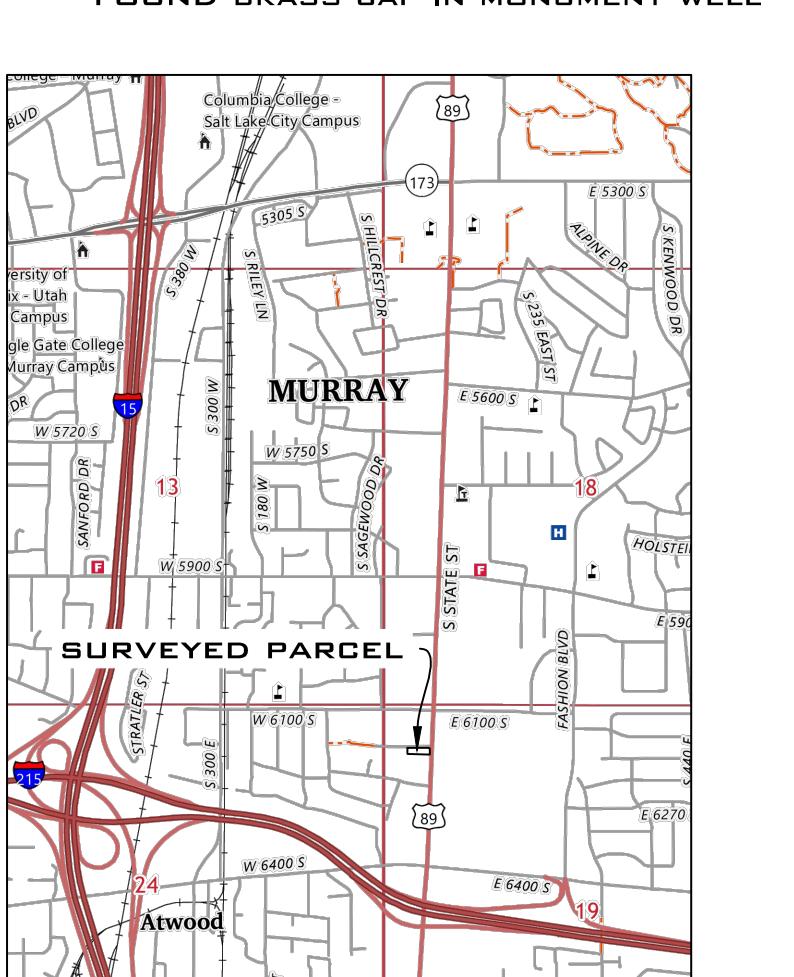
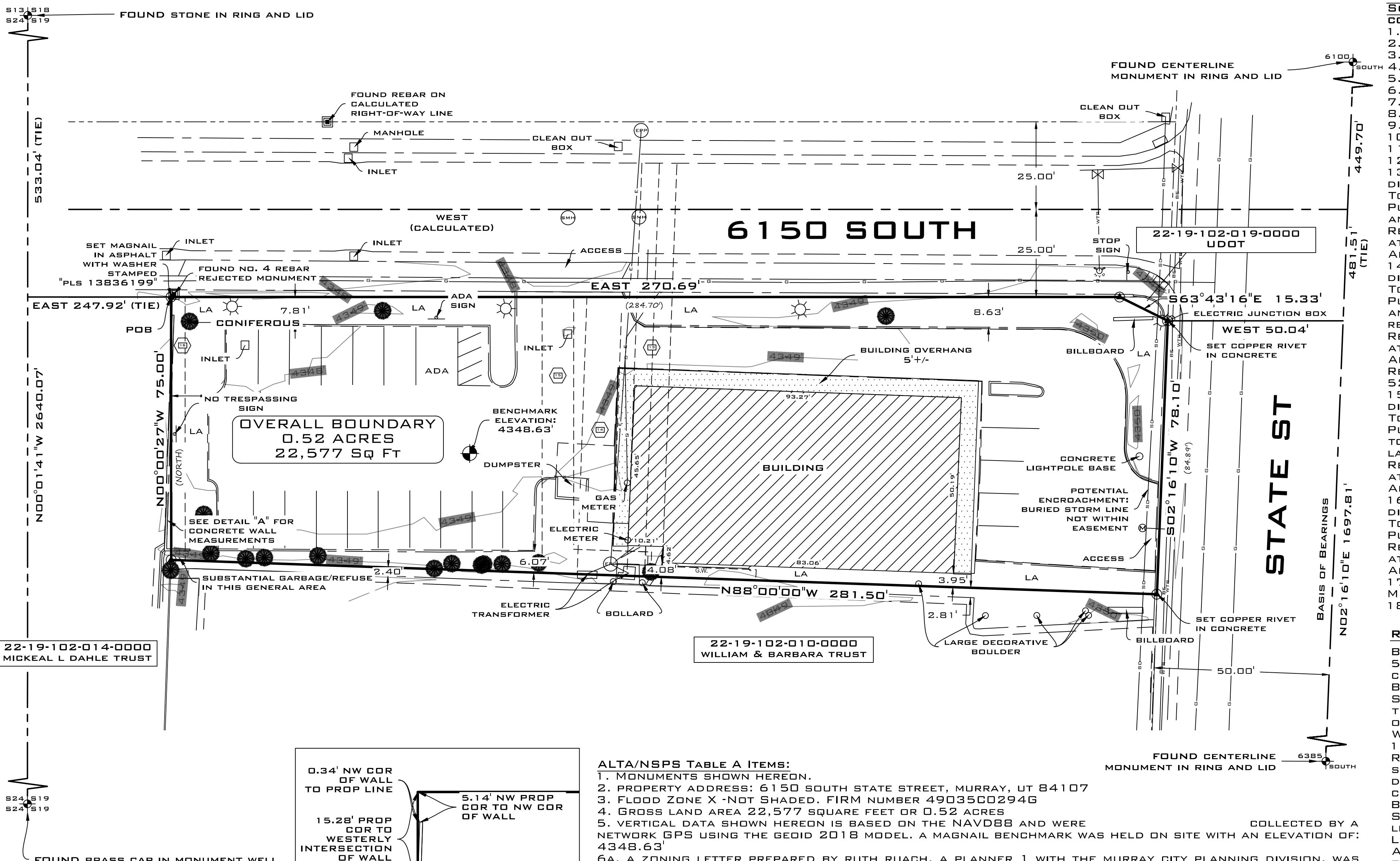
INVESTMENT DECISION CORPORATION
64 E WINCHESTER ST, SUITE 120,
MURRAY, UT 84107

DRAWN BY: TDC INITIAL SURVEY DATE: 09-03-2025

REV. # DATE DESCRIPTION

SHEET

1 OF 1



ALTA/NSPS TABLE A ITEMS:
1. MONUMENTS SHOWN HEREON.
2. PROPERTY ADDRESS: 6150 SOUTH STATE STREET, MURRAY, UT 84107
3. FLOOD ZONE X - NOT SHADDED. FIRM NUMBER 49035CD2946
4. GROSS LAND AREA 22,577 SQUARE FEET OR 0.52 ACRES
5. VERTICAL DATA SHOWN HEREON IS BASED ON THE NAVD88 AND WERE
COLLECTED BY A NETWORK GPS USING THE GEODID 2018 MODEL. A MAGNAIL BENCHMARK WAS HELD ON SITE WITH AN ELEVATION OF:
4348.63'

6A. A ZONING LETTER PREPARED BY RUTH RUACH, A PLANNER 1 WITH THE MURRAY CITY PLANNING DIVISION, WAS
PROVIDED BY MR. FILLMORE AND A COPY OF THE LETTER CAN BE PROVIDED UPON REQUEST. THE LETTER INCLUDES
THE FOLLOWING INFORMATION:

- THE PROPERTY IS LOCATED IN ZONE C-D
- THE STRUCTURE ON THE PROPERTY CURRENTLY COMPLIES WITH ALL APPLICABLE LAWS, RULES AND REGULATIONS
PERTAINING TO ZONING, INCLUDING SETBACKS, AREA, WIDTH AND HEIGHT. IT ALSO COMPLIES WITH APPLICABLE
LAND USE AND PARKING REQUIREMENTS.
- A CURRENT SEARCH OF MURRAY CITY'S APPLICABLE RECORDS INDICATED THAT THERE ARE NO PENDING
VIOLATIONS OF ANY APPLICABLE LAWS, CODES, RULES, REGULATIONS, OR ORDINANCES DESCRIBED AND THERE
ARE NO PENDING REZONING APPLICATIONS, HEARINGS, CASES, APPEALS, OR OTHER PROCEEDINGS WHICH COULD
AFFECT THE ZONING CLASSIFICATION OF THE PROPERTY.

6B. SAID ZONING LETTER DID NOT INCLUDE ANY PLOTTABLE ZONING REQUIREMENTS

7A. BUILDING DIMENSIONS SHOWN HEREON.

8. A BILLBOARD IS LOCATED NEAR THE NORTHEASTERLY PORTION OF THE PROPERTY AND HAS BEEN NOTED HEREON.
ANOTHER BILLBOARD IS LOCATED JUST SOUTH OF THE SOUTHERLY PROPERTY LINE ALSO NOTED HEREON. SIGNS,
AREAS OF REFUSE AND LANDSCAPED AREAS ALSO NOTED HEREON.

9. 22 PARKING STALLS WERE OBSERVED ON THE PROPERTY, 21 REGULAR AND 1 ADA. STRIPING SHOWN HEREON.

10. A CONCRETE PARTY/DIVISION WALL LIES ON THE WESTERLY PROPERTY BOUNDARY. SEE DETAIL "A" FOR
MEASUREMENTS.

11B. UTILITY MARKINGS SHOWN HEREON.

13. ADJACENT PROPERTY OWNERS SHOWN HEREON.

18. NO OFFSITE EASEMENTS WERE PROVIDED BY THE CLIENT.

SALT LAKE COUNTY REFERENCES
• WARRANT DEED, #5745228 RECORDED 02-22-94
• EASEMENT, #1187386 RECORDED 09-06-49
• EASEMENT, #3520366 RECORDED 01-02-81
• EASEMENT, #3522712 RECORDED 01-12-81
• EASEMENT, #3520367 RECORDED 01-02-81
• EASEMENT, #4518189 RECORDED 09-03-87
• RECORD OF SURVEY, UTAH, BLDG. 59-04-0172, 1994
• RECORD OF SURVEY, MONELL ENGINEERING, 59-03-2559, 1998
• UDOT HIGHWAY PLAN Hwy 89, F0089(502)370-175-177
• SALT LAKE COUNTY AREA REFERENCE PLAT, SECTION 19, T2S, R1E

MERIDIAN TITLE COMPANY TITLE COMMITMENT FILE NO. 352074
SCHEDULE B- PART II EXCEPTION ITEMS:

COMMITMENT DATE: AUGUST 1, 2025

1. NO DESCRIPTION - NOT PLOTTABLE
2. NO DESCRIPTION - NOT PLOTTABLE
3. NO DESCRIPTION - NOT PLOTTABLE
4. NO DESCRIPTION - NOT PLOTTABLE
5. NO DESCRIPTION - NOT PLOTTABLE
6. NO DESCRIPTION - NOT PLOTTABLE
7. NO DESCRIPTION - NOT PLOTTABLE
8. NO DESCRIPTION - NOT PLOTTABLE
9. NO DESCRIPTION - NOT PLOTTABLE
10. NO DESCRIPTION - NOT PLOTTABLE
11. NO DESCRIPTION - NOT PLOTTABLE
12. NO DESCRIPTION - NOT PLOTTABLE
13. AN EASEMENT INCLUDING ITS TERMS, COVENANTS AND PROVISIONS AS
DISCLOSED BY INSTRUMENT;

TO: STATE ROAD COMMISSION OF UTAH
PURPOSE: RECONSTRUCTING AND MAINTAINING THERON AN IRRIGATION DITCH
AND APPURTENANT PARTS THEREOF
RECORDED: DECEMBER 28, 1949 AS ENTRY NO. 1187386 IN BOOK 739
AT PAGE 82 OF PUBLIC RECORDS.

AFFECTS: SEE DOCUMENT FOR FULL PARTICULARS
14. AN EASEMENT INCLUDING ITS TERMS, COVENANTS AND PROVISIONS AS
DISCLOSED BY INSTRUMENT;

TO: MURRAY CITY CORPORATION
PURPOSE: PERPETUAL EASEMENT AND RIGHT-OF-WAY FOR THE INSTALLATION
AND CONTINUED MAINTENANCE,
REPAIR, ALTERATION AND REPLACEMENT OF OVERHEAD POWER LINES
RECORDED: JANUARY 2, 1981 AS ENTRY NO. 3520366 IN BOOK 5197
AT PAGE 783 OF PUBLIC RECORDS.

AFFECTS: SEE DOCUMENT FOR FULL PARTICULARS
Re-Recorded: January 12, 1981 as Entry No. 3522712 in Book 5200 at Page 308 of Public Records.

15. AN EASEMENT INCLUDING ITS TERMS, COVENANTS AND PROVISIONS AS
DISCLOSED BY INSTRUMENT;

TO: MURRAY CITY CORPORATION
PURPOSE: ESTABLISHING CERTAIN UTILITIES AND OTHER LINES FOR FACILITIES
TO BE USED IN THE AREA OF OWNER'S
LAND.

RECORDED: JANUARY 2, 1981 AS ENTRY NO. 3520367 IN BOOK 5197
AT PAGE 785 OF PUBLIC RECORDS.

AFFECTS: SEE DOCUMENT FOR FULL PARTICULARS
16. AN EASEMENT INCLUDING ITS TERMS, COVENANTS AND PROVISIONS AS
DISCLOSED BY INSTRUMENT;

TO: F.C. STANGL III, HERAFTER CALLED STANGL
PURPOSE: INSTALLING AND MAINTAINING A STORM SEWER PIPE
RECORDED: SEPTEMBER 3, 1987 AS ENTRY NO. 4518189 IN BOOK 5958
AT PAGE 1931 OF PUBLIC RECORDS.

AFFECTS: SEE DOCUMENT FOR FULL PARTICULARS

17. OUR SEARCH OF THE PUBLIC RECORDS FINDS NO OUTSTANDING
MORTGAGES AFFECTING THE LAND

18. THIS ALTA/NSPS LAND TITLE SURVEY.

RECORD LEGAL DESCRIPTION:

BEGINNING AT A POINT ON THE SOUTH LINE OF 6150 SOUTH STREET,
532.99 FEET SOUTH AND 244.56 FEET EAST FROM THE NORTHWEST
CORNER OF SECTION 19, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE
BASE AND MERIDIAN, AND RUNNING THENCE EAST 244.7 FEET ALONG THE
SOUTH LINE OF 6150 SOUTH STREET TO THE WEST LINE OF STATE STREET;
THENCE SOUTH 2°16'10" WEST ALONG SAID WEST LINE, 84.89 FEET, MORE
OR LESS, TO THE NORTH LINE OF THE PROPERTY DESCRIBED IN THE
WARRANTY DEED TO EVA LENA POWELL, ET AL, RECORDED AUGUST 19,
1969 AS ENTRY NO. 2299888 IN BOOK 2782 AT PAGE 95 OF OFFICIAL
RECORDS; THENCE NORTH 88° WEST 281.5 FEET, MORE OR LESS, ALONG
SAID NORTH LINE TO A POINT ON THE EAST LINE OF THE PROPERTY
DESCRIBED IN THE WARRANTY DEED TO PIONEER INCORPORATED, A UTAH
CORPORATION, RECORDED AUGUST 9, 1979 AS ENTRY NO. 3319419 IN
BOOK 4919 AT PAGE 125 OF OFFICIAL RECORDS, WHICH POINT IS DUE
SOUTH FROM THE POINT OF BEGINNING; THENCE NORTH 75 FEET, MORE
OR LESS, TO THE POINT OF BEGINNING.

LESS AND EXCEPTING:

A PARCEL OF LAND IN FEE FOR A SIDEWALK SAFETY IMPROVEMENT INCIDENT
TO A PAVEMENT MAINTENANCE PROJECT OF THE EXISTING HIGHWAY U.S. 89
KNOWN AS PROJECT NO. F-0089(502)370, BEING PART OF AN ENTIRE
TRACT OF PROPERTY, SITUATE IN LOT 1 OF SECTION 19, TOWNSHIP 2
SOUTH, RANGE 1 EAST, SALT LAKE BASE & MERIDIAN. THE BOUNDARIES
OF SAID PARCEL OF LAND DESCRIBED AS FOLLOWS: BEGINNING AT THE
NORTHEAST CORNER OF SAID ENTIRE TRACT (NOTE: SAID NORTHEAST
CORNER BEING THE INTERSECTION OF THE WESTERLY RIGHT OF WAY LINE OF
SAID U.S. 89 AND THE SOUTHERLY RIGHT OF WAY LINE OF CREEK DRIVE),
WHICH POINT IS APPROXIMATELY 523 FEET SOUTH AND APPROXIMATELY
527 FEET EAST FROM THE NORTHWEST CORNER OF SAID SECTION 19, SAID
POINT OF BEGINNING IS MORE PARTICULARLY DESCRIBED AS 476.70 FEET
SOUTH 2°16'10" WEST ALONG THE MONUMENT LINE IN U.S. 89 AND 50.00
FEET NORTH 87°43'50" WEST FROM A SALT LAKE COUNTY MONUMENT AT
THE INTERSECTION OF U.S. 89 AND 6100 SOUTH STREET; AND RUNNING
THENCE SOUTH 2°16'10" WEST 6.79 FEET ALONG THE EASTERLY
BOUNDARY LINE OF SAID ENTIRE TRACT TO A POINT WHICH IS 50.00 FEET
PERPENDICULARLY DISTANT WESTERLY FROM THE CONTROL LINE OF U.S. 89
OF SAID PROJECT AT ENGINEER STATION 118+26.00; THENCE NORTH
63°43'16" WEST 15.33 FEET TO THE NORTHERLY BOUNDARY LINE OF SAID
ENTIRE TRACT AT A POINT WHICH IS 64.00 FEET PERPENDICULARLY DISTANT
WESTERLY FROM SAID CONTROL LINE AT ENGINEER STATION 118+32.23;
THENCE EAST 14.01 FEET ALONG SAID NORTHERLY BOUNDARY LINE THE
POINT OF BEGINNING AS SHOWN ON THE OFFICIAL MAP OF SAID PROJECT ON
FILE IN THE OFFICE OF THE UTAH
DEPARTMENT OF TRANSPORTATION.

NOTES:
DIFFERING RECORD DIMENSION ARE SHOWN IN PARENTHESIS.

CONTOUR INTERVAL IS 1' MINOR AND 5' MAJOR.

2021 ALTA/NSPS STANDARDS WERE USED.



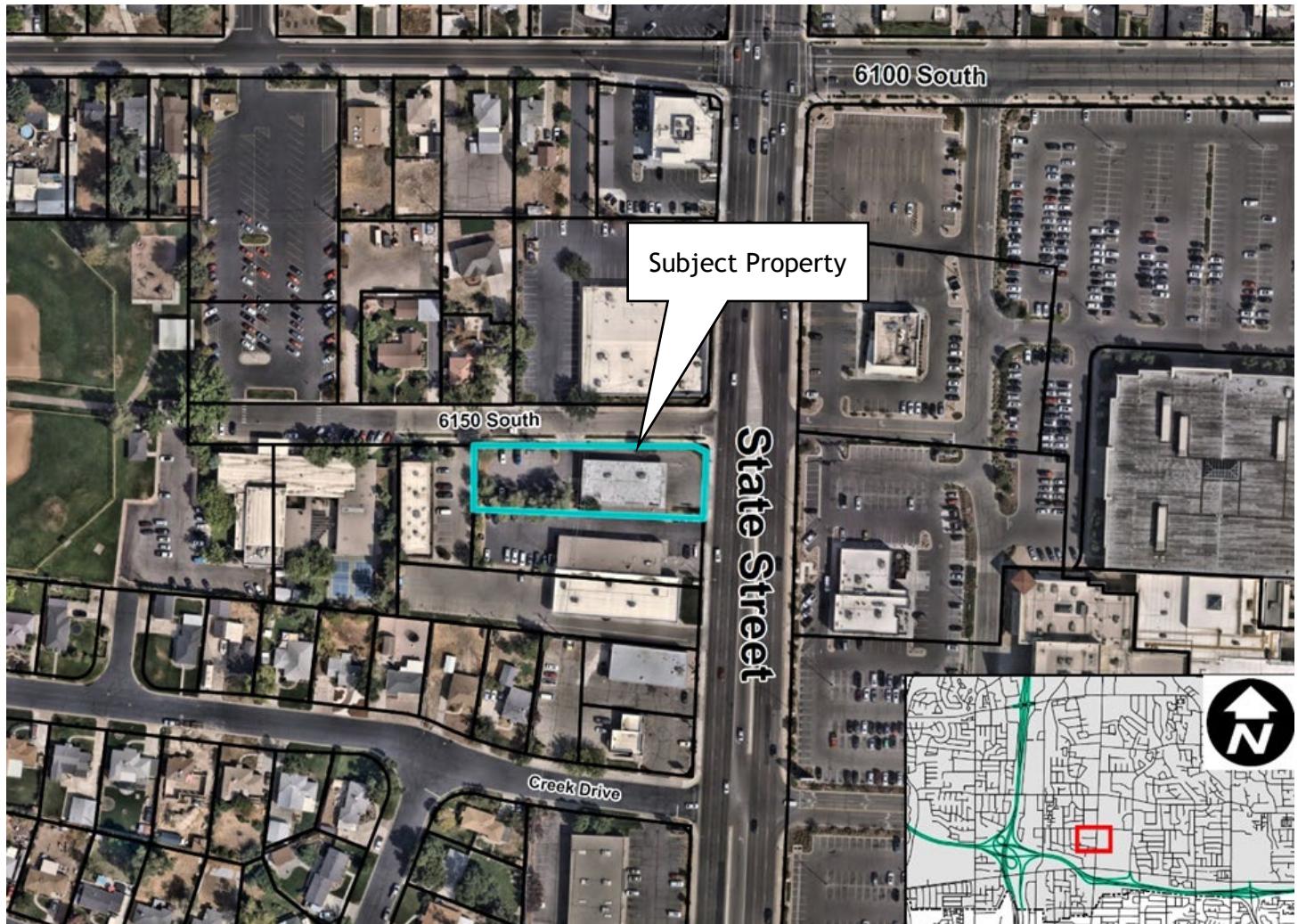
NOTICE OF PUBLIC MEETING

December 4th, 2025, 6:30 PM

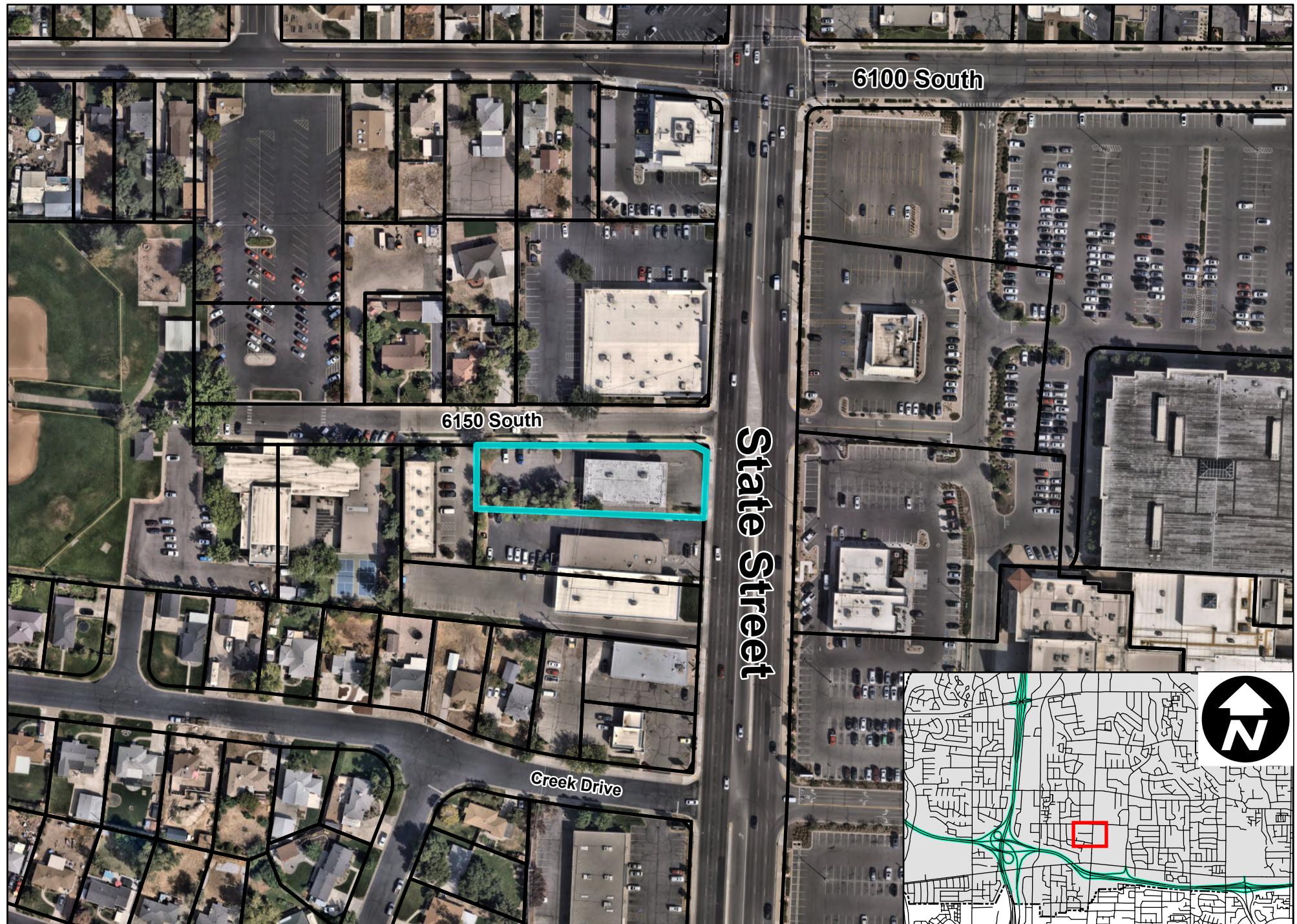
The Murray City Planning Commission will hold a public meeting in the Murray City Council Chambers, located at 10 East 4800 South to receive public comment on an application submitted by **D.L. Evans Bank** for the property located at **6150 South State Street**. The applicant is requesting Site Plan Approval for a banking business with a new drive-through.

To make comments regarding this application, the public may speak at the meeting, call the Murray City Planning Division at (801) 270-2430, or email pc@murray.utah.gov. You have received this notice because you own property within 300 feet of the subject property.

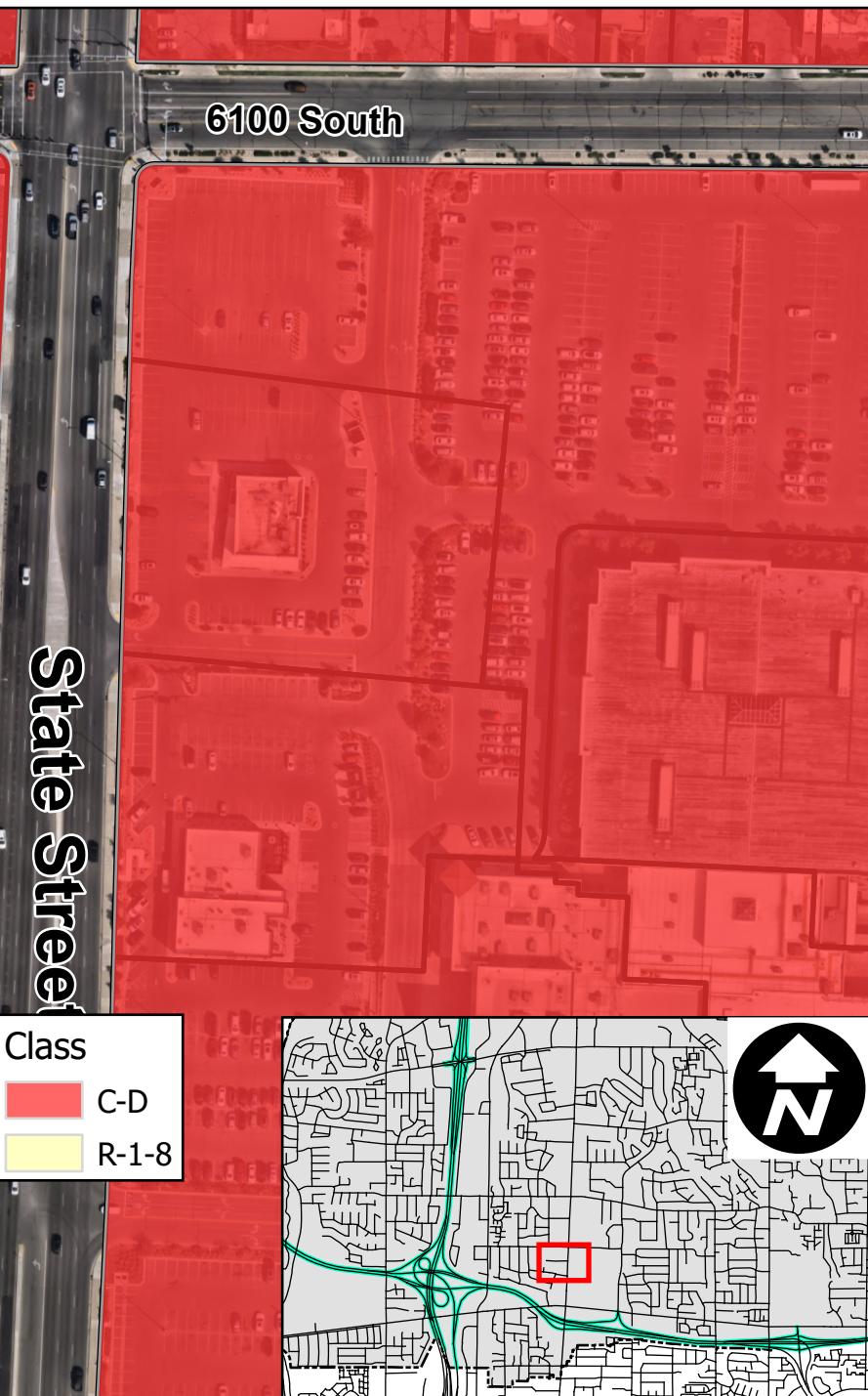
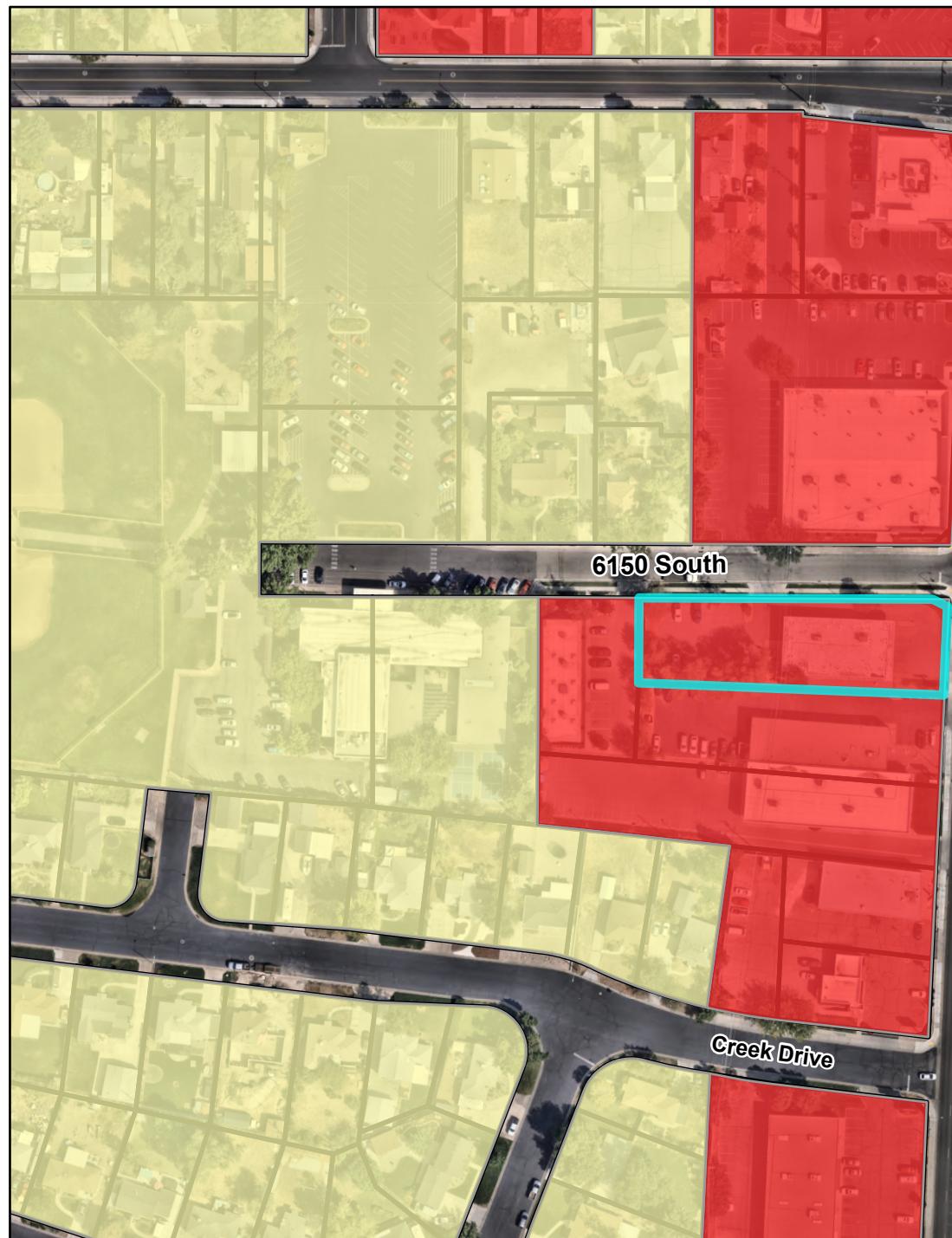
The meeting will be streamed online at www.murraycitylive.com or www.facebook.com/MurrayCityUtah/.



6150 South State Street



6150 South State Street



Class

- C-D
- R-1-8



November 26, 2025

To: Murray City Planning Commission
From: Zachary Smallwood, Planning Division Manager
Subject Property: 5171 South State Street
RE: Request for approval of shared parking usage by Chick-Fil-A

Dear Commissioners,

Representatives of Chick-Fil-A have requested approval for shared parking usage as outlined in sections 17.72.020(C) and 17.72.040(E) of the Murray City Land Use Ordinance. Below is a history of the land use approvals on the Chick-fil-a property and review of the current request.

Chick-fil-a requested site plan approval in 2012 for its current location at the above referenced property. At that time the plans indicated approximately 4,499 ft² of space. Based on the square footage and Murray's parking standards a minimum of forty-five (45) parking spaces were required. The site had the adequate parking allowed in the zoning district at the time of their opening.

Between 2013 and 2015 an agreement was developed between Howland Partners and Chick-Fil-A that allowed for a cross access easement along Chick-Fil-A's property and gave access to up to fifteen (15) parking spaces on the Howland Partner's property (Pointe at 53rd Shopping Center). At the time of the agreement, Chick-Fil-A was compliant with city standards. However, the City can find no evidence that the property owners ever approached the City for approval of shared parking usage at that time. Subsequently, there have been a number of site changes on the Chick-Fil-A property that were not reviewed by the Planning Division which resulted in a loss of eleven (11) spaces from the originally approved site plan.

In 2024, Chick-fil-a requested site plan approval to construct an "escape lane" for their drive-thru. The applicant submitted floorplans that indicated ninety-eight (98) seats. This changed the parking calculation from a square foot calculation to a per seat calculation which resulted in a minimum of forty-nine (49) spaces. This resulted in the applicant being deficient by fifteen (15) spaces. After conveying this information to the applicant, Chick-Fil-A provided a copy of the above referenced parking agreement for review. Planning staff reviewed the parking agreement which was signed by both Howland Partners and Chick-Fil-A that granted the use of up to fifteen (15) spaces on the Pointe at 53rd's property and signed off on the Site Plan Approval.

In 2025, representatives of Howland Partners pointed out that shared parking usage needed to be reviewed by the planning commission as stated in the following sections of the code:

17.76.020(C.) Alternatives To On Site Parking: The required off street parking for any new use, structure or building, which, due to the size or location of the parcel, cannot be provided on the premises, may be provided on other property not more than two hundred feet (200') from the parcel of land to be served measured along the shortest available pedestrian route of access.

17.72.040(E.) When parking use intensities vary during the course of the day because of hours of operation or peak time usage, the planning commission may implement shared parking usage based upon reasonable use standards on a case by case basis.

Staff acknowledges that shared parking agreements require planning commission approval and that in order to move forward with the most recent site plan request or to continue operation at the site this review and approval needs to occur. Since the parking agreement was created after the original approval of the site, the planning commission has never had an opportunity to review a shared parking proposal. Chick-fil-A has not moved forward with the site improvements as requested in 2024. In October of this year Planning staff sent a letter to Chick-fil-a to advise them that because of previous site changes without city review they are now deficient in parking (11 spaces for current operations or 15 if new site changes occur) from their original approval and that they would need to remedy the situation or the City would not renew their business license that is up for renewal in December of 2025. To correct the lack of approval by the Planning Commission, Chick-Fil-A has submitted this request for approval of shared parking.

In order for Planning staff to recommend approval of the shared parking a thorough review of both sites is needed. For Chick-Fil-A to operate as they currently do today, they need to provide a minimum of eleven (11) spaces on their property or a property within 200 feet. This is based on the existing thirty-four (34) spaces on site that were observed by Planning Staff and their original site plan requirement of forty-five (45) spaces. Since Chick-fil-A is deficient fifteen (15) spaces for the expansion they must provide a total of forty-nine (49) spaces if they wish to pursue the addition of the emergency slip lane.

In 2001 the Pointe at 53rd shopping center was approved by the Planning Commission. This included the now demolished Best Buy and Barnes and Noble buildings and was developed under the C-D, Commercial Development Zoning District which required one (1) parking spaces for every 250 square feet of net usable space. This resulted in a parking requirement of 744 parking spaces. The plans provided by the applicant showed 928 spaces meaning there was an excess of 184 parking spaces. In 2024, Staff counted the number of spaces and found there to be 888 spaces, which still met the requirements outlined in the C-D Zone.

In 2022, Howland Partners applied for and received a zone map amendment to the Centers Mixed Use (CMU) Zoning District. In addition to other standards this zoning changed how much parking is required per use to 1 space for every 300 square feet. This results in lowering the required number that the project needs to meet city standards. Because the shopping center was already in excess of parking there were no concerns.

Howland Partners proposed a new restaurant space which received site plan approval in 2024. It resulted in a net reduction of sixty-seven (67) spaces. In 2025, Howland Partners demolished the Best Buy and Barnes and Noble building which greatly reduced the parking spaces required for the property to a required 374 spaces. Staff is anticipating that Howland Partners will be redeveloping the shopping center further to include some multifamily element. Because we have not received a formal application for the future multifamily, staff cannot provide details on what parking may look like with a multifamily component included. However, this will be analyzed upon receiving a formal application.

To summarize, the table below describes the current parking situation for both Chick-Fil-A and the Pointe at 53rd Shopping Center:

	Need	Have on site	Excess/Deficit
Chick-Fil-A	45/49*	34 Surface	-11/15*
Pointe at 53 rd South	244	277 Surface	33
Pointe at 53 rd Office Tower	103	245 Structure	142
Outback/Bonefish	27	145 Surface	118
Total			282/278*

*Previous approval/2024 Site plan request

Staff finds that there is ample parking across the shopping center to facilitate a shared use agreement. The requirement in the code is that there are enough spaces within 200' from the property line to the parking that is being requested. The applicant has provided a map before the Best Buy property was demolished indicating that there are approximately 161 potential spaces available to them. Staff has included an exhibit of the site plan that was included for the restaurant space approved in 2024 that indicates that approximately 101 spaces available once the restaurant space is built. Staff finds that there is more than enough excess parking to approve shared parking usage to allow Chick-fil-a to utilize up to fifteen spaces on the Pointe at 53rd property as outlined in their signed parking agreement.

The role of the Planning Commission in approving shared parking usage does not include a detailed analysis of a private parking agreement. Planning Commission review is limited to the standards of the Code which allow use of parking on an adjacent property within 200 feet of the subject property subject to "reasonable use standards". Review in this case should be limited to an analysis of available parking and a determination that a signed parking agreement exists between the two properties. In this case, the applicant has demonstrated the existence of a long-standing parking agreement with the adjacent property and staff analysis has demonstrated that there are sufficient spaces within 200 feet to accommodate the requested shared parking. Based on these two factors, staff recommends approval of shared parking usage.

Recommended Motion:

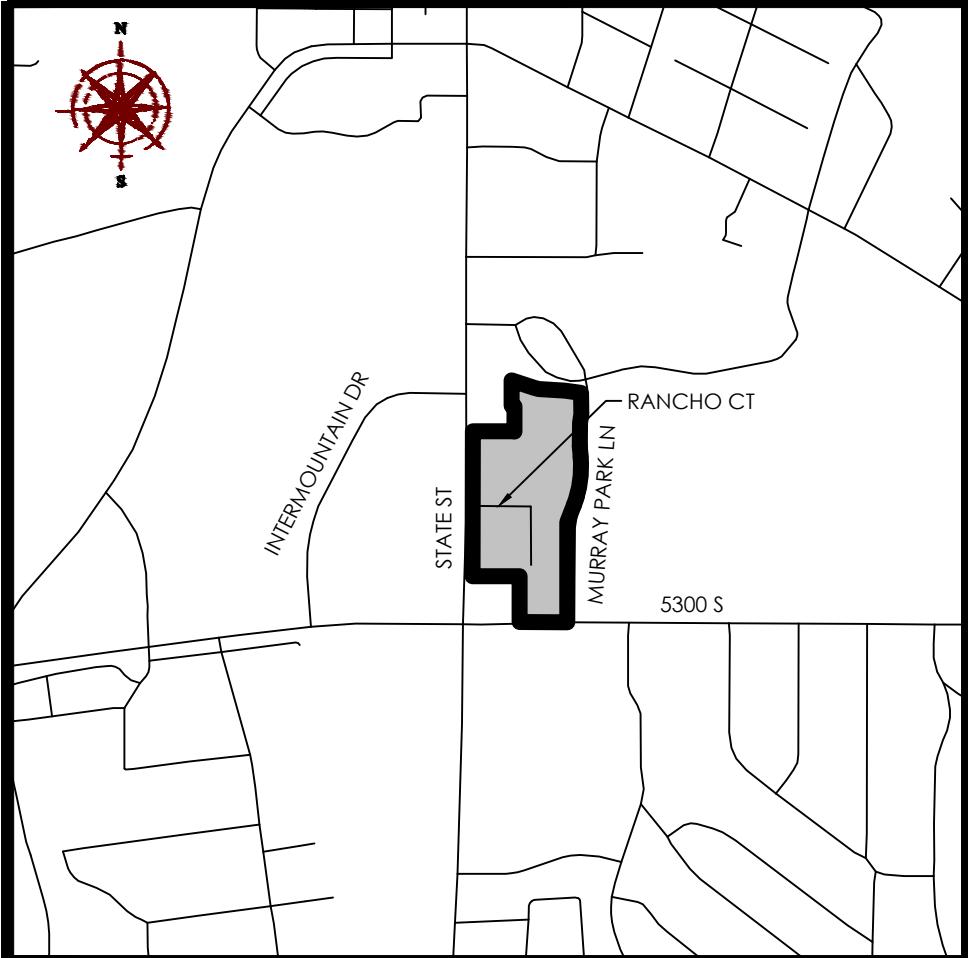
I move that the Planning Commission approve the proposed shared parking based on the following findings:

1. The applicant has provided a signed parking agreement that provides access to parking on the adjacent property.
2. The adjacent property has adequate parking to meet the requirements of City Code and excess parking sufficient to provide the required parking spaces for Chick-Fil-A.

Thank you,



Zachary Smallwood | Planning Manager
Community and Economic Development
Murray City Corporation
10 East 4800 South, Suite 260
Murray, UT 84107



ALTA/NSPS LAND TITLE SURVEY

LOCATION: THE SW 1/4 OF SECTION 7, T2S, R1E, SLB&M.

SALT LAKE COUNTY UTAH.

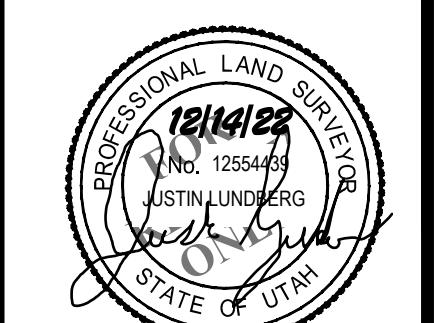
GRAPHIC SCALE

(IN FEET)

1 inch = 20 ft.



**FOUND STREET
MONUMENT 5300
SOUTH AND VINE
STREET**



LOCATION: THE SW 1/4 OF SECTION 7, T2S, R1E, SLB&M.
SALT LAKE COUNTY UTAH

Y OF: THE POINTE @ 53RD, L.C., LLC
S. 111 E. 53RD ST., NEW YORK, N.Y.

PREPARED FOR: HOWLAND PARTNERS, INC.

POINT OF BEGINNING N0°04'38"E 150.00'

EXCEPTION #44 LIMITED EASEMENT AGREEMENT

EXCEPTION #54 5.0' EASEMENT

EXCEPTION #55 8.0' EASEMENT

EXCEPTION #29 15.0' EASEMENT

EXCEPTION #33 16.0' RIGHT-OF-WAY & EASEMENT GRANT

EXCEPTION #32 16.0' RIGHT-OF-WAY & EASEMENT GRANT

EXCEPTION #17 6.0' RIGHT-OF-WAY EASEMENT

EXCEPTION #24 50.0' RIGHT-OF-WAY

EXCEPTION #18 16.0' RIGHT-OF-WAY & EASEMENT GRANT

EXCEPTION #16 16.0' RIGHT-OF-WAY & EASEMENT

EXCEPTION #30 15.0' EASEMENT AGREEMENT

EXCEPTION #28 15.0' EASEMENT

EXCEPTION #34 10.0' EASEMENT

EXCEPTION #35 EASEMENT

EXISTING BUILDING 110,596 SQ.FT.

EXISTING BUILDING 6,135 SQ.FT.

EXISTING BUILDING 7,840 SQ.FT.

EXISTING BUILDING 8,725 SQ.FT.

EXISTING BUILDING 3,160 SQ.FT.

EXISTING BUILDING 5,000 SQ.FT.

LOT 1 POINTE @ 53RD LLC 10.8 ± ACRES

LOT 2 POINTE @ 53RD 0.3 ± ACRES

LOT 3 22-07-304-030 GEORGE M. JAMES FAMILY LIMITED PARTNERSHIP 1.25 ± ACRES

LOT 4 POINTE @ 53RD LLC 0.52 ± ACRES

LOT 5 22-07-304-027 JFRG 53Z, LLC 0.35 ± ACRES

MURRAY CITY PARK

MURRAY PARK LN

SCHOOL SCHOOL

5300 SOUTH STREET

22-07-376-029 APPLE NINE HOSPITAL OWNERSHIP

22-07-327-011 SALT LAKE COUNTY

BASIS OF BEARING: N0°04'38"E 3,056.21'

RECORD: N0°05'15"E 569.30'

RECORD: N0°05'15"E

RECORD: N89°52'50"W 4197.71' (STREET MONUMENT)

RECORD: N89°52'45"E 4,198.27'

CH=S7°52'46"W 248.50'
L=250.66'
Δ=26°06'46"
R=550.00'

CH=N44°54'21"W 21.00'

R=15.50'
Δ=89°56'46"
L=24.33'
CH=N44°54'21"W 21.00'

FOUND STREET MONUMENT

STATE STREET

FOUND STREET MONUMENT 5300

LEGEND

LEGEND

BOUNDARY LINE
SECTION LINE
EXIST. EASEMENT LINE
EXIST. PROPERTY LINE
EXIST. CONTOUR MAJOR
EXIST. CONTOUR MINOR
Ex SD
EXIST. STORM DRAIN
Ex SS
EXIST. SANITARY SEWER
Ex W
EXIST. CULINARY WATER
Ex SW
EXIST. SECONDARY WATER
Ex IRR
EXIST. IRRIGATION
Ex GAS
EXIST. NATURAL GAS
Ex COMM
EXIST. COMMUNICATIONS
OHP
EXIST. OVERHEAD POWER
UGP
EXIST. UNDERGROUND POWER
EXIST. FENCE
EXIST. IRRIGATION DITCH FLOWLINE
EXIST. CONCRETE, CURB & GUTTER, SIDEWALK
EXIST. EDGE OF ASPHALT

STREET MONUMENT (FOUND)

SECTION MONUMENT (NOT FOUND)

BOUNDARY MARKER

EXIST. SD INLET, MANHOLE & COMBO BOX
EXIST. SEWER MANHOLE
EXIST. WATER VALVE & WATER METER
EXIST. FIRE HYDRANT
EXIST. IRRIGATION BOX
EXIST. GAS VALVE & GAS METER
EXIST. STREET LIGHT
EXIST. POWER POLE
EXIST. ELECTRICAL BOX
EXIST. COMMUNICATIONS BOX

SD
WM
IR
GAS
S
WM
F
H
IR
GAS
SL
PP
EB
CB

REVISION BLOCK			
#	DATE	DESCRIPTION	
1	#####	#####	#####
2	#####	#####	#####
3	#####	#####	#####
4	#####	#####	#####
5	#####	#####	#####
6	#####	#####	#####

Drawn: MJT	Checked: JDL
Scale: 1"=50'	Job #: 22-0272
Date: 08/12/2022	

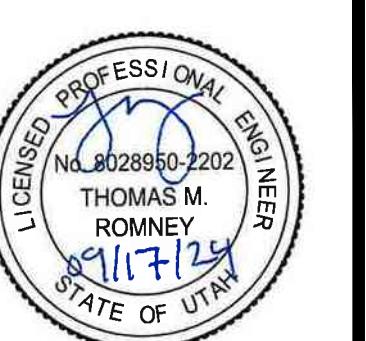
Sheet:

3 OF 3

PARKING AREA EASEMENT EXHIBIT

MURRAY #2833
5171 S. STATE ST.
MURRAY, UT



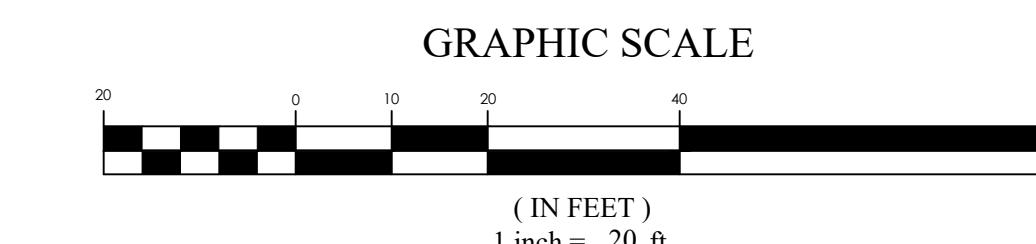
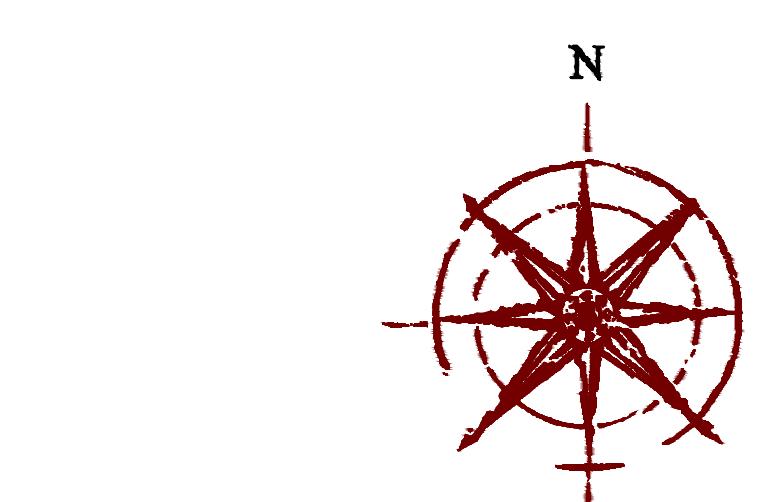


BLOOMIN' BRANDS
5215 S STATE ST, MURRAY CITY, UT
UTILITY PLAN

—	BOUNDARY
—	ROW
—	CENTERLINE
—	LOT LINE
—	EASEMENT
XX SD	XX SANITARY SEWER
XX SS	XX STORM DRAIN
XX W	XX CULINARY WATER
XX PI	XX PRESSURE IRRIGATION
XXXX	CONTOUR MAJOR
XXXX	CONTOUR MINOR
Ex SD	EXIST STORM DRAIN
Ex SS	EXIST SANITARY SEWER
Ex W	EXIST CULINARY WATER
Ex PI	EXIST PRESSURE IRRIGATION
Ex FENCE	EXIST FENCE
Ex CM	EXIST CONTOUR MAJOR
Ex CM	EXIST CONTOUR MINOR
Sign	SIGN
SL	STREET LIGHT
SD MH, INLET, AND COMBO	SEWER MANHOLE
SECONDARY METER, WATER METER	CULINARY VALVE, TEE & BEND
SECONDARY VALVE, TEE & BEND	WATER BLOW-OFF
WATER BLOW-OFF	FIRE HYDRANT
STREET MONUMENT (TO BE SET)	STREET MONUMENT
EXIST. STREET MONUMENT	EXIST. STREET MONUMENT
EXIST. SD INLET & MH	EXIST. SEWER MH
EXIST. VALVE, TEE, & BEND	EXIST. VALVE, TEE, & BEND
EXIST. FIRE HYDRANT	EXIST. FIRE HYDRANT
o XXXX,XX	SPOT ELEVATION

NOTE TO CONTRACTOR:
THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITIES OR STRUCTURES
SHOWN ON THESE PLANS WERE OBTAINED FROM AVAILABLE INFORMATION PROVIDED
BY THE SURVEYOR OR CITY PRODUCED DOCUMENTS. THE LOCATIONS SHOWN ARE
APPROXIMATE AND SHALL BE CONFIRMED IN THE FIELD BY THE CONTRACTOR,
SO THAT ANY NECESSARY ADJUSTMENT CAN BE MADE. IF ANY CONFLICT/DISCREPANCIES ARISE,
PLEASE CONTACT THE ENGINEER OF RECORD IMMEDIATELY. THE CONTRACTOR IS
REQUIRED TO CONTACT THE UTILITY COMPANIES AND THE PRECAUTIONARY MEASURE TO
PROTECT ANY UTILITIES SHOWN OR NOT SHOWN ON THESE PLANS.

200' from property line



UTILITY PLAN		
Scale: 1"=20'	Drawn: AM	
Date: 09/17/2024	Job #: 24-0320	
Sheet: 2		
20240917-0320-Bloomin' Brands @ The Pointe @ 53rd design 24-0320.dwg\sheet\c50 utility plan.dwg		



Know what's below.
Call 811 before you dig.

C5.0





Devon Emans
4G Development & Consulting, Inc.
On behalf of Chick-fil-A, Inc.
P.O. Box 270571
San Diego, CA, 92198
Demans@4Gdev.com
951.533.6302

November 11, 2025

ATTN: Chad Wilkinson – Murray City Planning & Zoning Division
5025 S State Street
Murray, UT 84107

Subject: Request for Planning Commission Review and Approval of Shared Parking Agreement

Dear Chad,

On behalf of Chick-fil-A, Inc., I respectfully submit this letter requesting that staff accept and route for formal review and approval the enclosed September 24, 2014 Reciprocal Easement Agreement entered into by and between Chick-fil-A, The Pointe @ 53rd, L.C., and Freeze Family, LLC, filed with the Salt Lake County Recorder's Office at Book 10262, Page 6457-6483 (the "Shared Parking Agreement"). Pursuant to Murray City Parking Code Sections 17.72.020(C) and 17.72.040(E), we request that the Murray City Planning Commission approve the Shared Parking Agreement.

The subject site is the existing Chick-fil-A restaurant located at 5175 S State Street, Murray, Utah 84107. At the time of the original site plan approval in 2012, the development included sufficient parking to meet code requirements. As such, the Shared Parking Agreement between Chick-fil-A, Inc. and Freeze Family, LLC was not reviewed by the Planning Commission at that time.

Under the Shared Parking Agreement, Chick-fil-A possesses "a perpetual non-exclusive vehicular and pedestrian ingress and egress and vehicular parking easement over the vehicular driveways, drive aisles, parking spaces and parking areas located within the Shopping Center from time to time." Shared Parking Agreement, § 4. This has been the case since 2023, when the former Best Buy closed (referred to in the Shared Parking Agreement as the "Best Buy Parking Pre-Condition"). The easement rights granted in the Shared Parking Agreement apply to **all** parking spaces in the shopping center, and the beneficiaries of these rights are "business invitees, patrons and employees of CFA[.]" In short, Chick-fil-A has vested, unqualified easement rights that allow it and the Restaurant's customers and employees to utilize any and all parking spaces in the shopping center.

Also enclosed is a current site plan depicting the ample parking in the shopping center. As the Planning Commission will see, Chick-fil-A and its customers have access to dozens of parking



spaces within 200' of the Chick-fil-A premises, more than enough to offset the deficiency in parking on the Chick-fil-A leased property.

We now respectfully request that the Planning Commission formally review and approve this longstanding Shared Parking Agreement to ensure compliance with current city code and the ongoing commitment and contribution of Chick-fil-A to the Murray City community.

Thank you for your time and consideration. Please let us know if any additional information or documentation is needed to facilitate this request.

Sincerely,

A handwritten signature in black ink, appearing to read 'D. Emans'.

Devon Emans – Sr. Project Engineer
4G DEVELOPMENT AND CONSULTING, INC.
P.O. Box 270571, San Diego, CA 92198
P (951) 533-6302

RESTRICTED RECIPROCAL ACCESS AND PARKING EASEMENTS AGREEMENT

This Restricted Reciprocal Access and Parking Easements Agreement (the "Agreement") is made and entered into this 24th day of September, 2014, by and between **THE POINTE @ 53RD, L.C.**, a Utah limited liability company ("53rd"), **Freeze Family, LLC**, a Utah limited liability company ("Freeze"), and **Chick-Fil-A, Inc.**, a Georgia corporation ("CFA").

RECITALS

A. 53rd is the owner of a certain parcel of property and shopping center located in Murray City, Salt Lake County, State of Utah, described in Exhibit A attached (the "53rd SC Parcel").

B. 53rd is also the owner of a parcel of property located north of and adjacent to the 53rd SC Parcel. The north parcel is described in Exhibit B attached (the "North Parcel").

C. Freeze is the owner of a parcel of property also located in Murray City, Salt Lake County, State of Utah described in Exhibit C attached (the "CFA Parcel"). The CFA Parcel has a south boundary in common with part of the north boundary of the 53rd SC Parcel and an east boundary in common with parts of the west boundaries of the 53rd SC Parcel and North Parcel, as shown in Exhibit C attached. Based on its leasehold interest in the CFA Parcel pursuant to the Ground Lease, the CFA Parcel is sometimes referred to as CFA's Parcel, as well as the Freeze Parcel for purposes of this Agreement only.

D. CFA is the owner of a leasehold interest in and to the CFA Parcel pursuant to the terms of a certain Ground Lease dated as of November 17, 2011, by and between CFA, as Tenant, and J.P. Freeze, as Trustee of the J.P. Freeze Trust under Trust Agreement dated April 20, 1987; James B. Freeze, as Trustee of the James B. Freeze Trust under Trust Agreement dated September 17, 1999; Sherman G. Freeze and Florence G. Freeze as Co-Trustees of the Sherman D. Freeze Family Trust under Trust Agreement dated October 11, 2008; and Sherman G. Freeze and Florence G. Freeze as Co-Trustees of the Florence G. Freeze Intervivos Family Trust under Trust Agreement dated February 2, 1999 (collectively, "Freeze Trust"), as Landlord (the "Ground Lease"). Freeze is the successor-in-interest in the Ground Lease to Freeze Trust.

E. At its sole cost and expense, CFA previously has caused the intersection located adjacent to the northwest corner of the CFA Parcel on 5300 South State Street in Murray City to be improved, including the installation of a fully lighted traffic signal ("Improved Intersection") that provides vehicular and pedestrian access to the CFA Parcel.

F. 53rd, Freeze and CFA are willing to establish non-exclusive reciprocal access easements over and across their respective parcels at the locations referred to and shown in Exhibit D-1 (the "Northern Access Easement") and Exhibit D-2 (the "Southern Access Easement") and, together with the Northern Access Easement, collectively, the "Access Easements"), which they agree will benefit their respective Parcels, subject to the limitations and restrictions set forth in this Agreement.

11918797
09/24/2014 04:32 PM \$70.00
Book - 10262 Pg - 6457-6483
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
THE POINTE AT 53RD LLC
PO BOX 951010
SOUTH JORDAN UT 84095-1010
BY: EEP, DEPUTY - WI 27 P.

G. 53rd is willing to grant a non-exclusive parking easements to Freeze, for the benefit of the CFA Parcel (including CFA), including, without limitation, at the location and as described in Exhibit E attached, subject to the limitations set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing Recitals and the benefits to the parties to be derived from this Agreement, as well as for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. Incorporation of Recitals. The foregoing Recitals are hereby incorporated as part of this Agreement.

2. Grant of Non-Exclusive Access Easements to 53rd. Freeze and CFA, as to CFA's leasehold interest in and to the Ground Lease, hereby grant, transfer, and convey to 53rd, its successors and assigns, perpetual, non-exclusive access easements and rights-of-way to provide 53rd, its successors and assigns, agents, tenants, lessees, subtenants, vendors, and their employees, business invitees, patrons, customers, contractors, attorneys, licensees, and concessionaires (collectively "53rd et al.") pedestrian and vehicular ingress to and egress from the CFA Parcel to the 53rd SC Parcel and North Parcel over and across those portions of the CFA Parcel that are located within the Northern Access Easement (as referred to and shown in Exhibit D-1 attached) and the Southern Access Easement (as referred to and shown in Exhibit D-2 attached) (collectively, the "53rd Access Easements"). The foregoing easements and rights-of-way are for the benefit of and appurtenant to the 53rd SC Parcel and the North Parcel and shall bind Freeze and, as to CFA's leasehold interest in the Ground Lease, CFA. 53rd shall have the right to use the 53rd Access Easements and to assign or delegate its interest and rights in them to its respective successors and assigns, pursuant to the terms and for the purposes stated in this Agreement. The foregoing referenced 53rd Access Easements and their attendant rights may not be used, extended, or expanded for the benefit of any other land, properties, or persons other than 53rd et al., without first obtaining the written consent of Freeze and, during the term of the Ground Lease of CFA. Freeze and CFA also covenant and agree not to obstruct the use by 53rd et al. of the 53rd Access Easements (other than during reasonable periods of closure for maintenance and repair thereof) and that any reconfiguration of the driving lanes in the 53rd Access Easements over and across the CFA Parcel shall not, in any way, restrict the reasonable access of 53rd et al. to its respective Parcels.

3. Grant of Non-Exclusive Access Easement to Freeze and CFA. 53rd hereby grants, transfers, and conveys to Freeze, its successors and assigns, perpetual, non-exclusive access easements and rights-of-way and to CFA, as to its leasehold interest in and to the Ground Lease, its successors and assigns, non-exclusive access and rights-of-way, to provide Freeze, CFA, and their respective successors and assigns, agents, tenants, lessees, subtenants, vendors, and their employees, business invitees, patrons, customers, contractors, attorneys, licensees, and concessionaires (collectively "Freeze, CFA, et al.") pedestrian and vehicular ingress to and egress from the 53rd SC Parcel and the North Parcel, over and across the areas those portions of their respective Parcels that are located within the Northern Access Easement (as referred to and shown in Exhibit D-1 attached) and the Southern Access Easement (as referred to and shown in Exhibit D-2 attached) (the "Freeze Access Easements"). The foregoing easements and rights-of-way are for the benefit of and are appurtenant to the Freeze Parcel and to CFA's leasehold interest in the Ground Lease and shall be binding on 53rd. Freeze and CFA shall have the right to

use the Freeze Access Easements and to assign or delegate their respective interests and rights in them for the purposes stated in this Agreement. The foregoing Freeze Access Easements and their attendant rights may not be used, extended, or expanded for the benefit of any other land, properties, or persons other than Freeze, CFA, et al., without first obtaining the written consent of 53rd. 53rd also covenants and agrees not to obstruct the use by Freeze, CFA, et al. of the Freeze Access Easements (other than during reasonable periods of closure for maintenance and repair thereof) and that any reconfiguration of the driving lanes in the Freeze Access Easements over and across their respective Parcels, shall not, in any way, restrict the reasonable access of CFA to its Parcel. Notwithstanding anything to the contrary contained herein, and without affecting the future validity or effectiveness of the Southern Access Easement, the Southern Access Easement may not be utilized by 53rd, CFA or Freeze until the earlier to occur of the date upon which Best Buy Stores, L.P., a Delaware limited partnership ("Best Buy") approves, in writing, the use of the Southern Access Easement in accordance with this Agreement or the date upon which the Best Buy lease with 53rd (as amended prior to the date of this Agreement, collectively, the "Best Buy Lease") terminates, at which time CFA and Freeze hereto shall have the full rights to utilize the Southern Access Easement in accordance with and subject to the terms of this Agreement (the "Best Buy Access Pre-Condition"). Notwithstanding anything to the contrary contained herein, 53rd shall not amend or extend the term of the Best Buy Lease, and no such amendment or extension (other than pursuant to Best Buy's exercise of an express extension option contained in the Best Buy Lease as of the date of this Agreement) of the Best Buy Lease shall be valid as against Freeze or CFA, unless 53rd obtains Best Buy's prior written approval of the easements and parking rights intended to be granted to Freeze and CFA pursuant to the terms of this Agreement.

4. Conditional Non-Exclusive Parking Easements. Subject to the condition that Best Buy approves, in writing, the following described parking easement, or the Best Buy Lease terminates, whichever first occurs (the "Best Buy Parking Pre-Condition"), 53rd hereby grants to Freeze a perpetual, non-exclusive easement to not less than twelve (12) or more than fifteen (15) parking spaces for vehicles (the "Parking Spaces"), and to CFA, as to its interest in the Ground Lease, a non-exclusive easement to use the Parking Spaces (which are in addition to the current parking spaces of the Shopping Center), each space to be not less than nine (9) feet wide and eighteen (18) feet long in the area of the north boundary of the 53rd Parcel, together with the related stairway and delivery accessway and improvements, all as shown and described on Exhibit E attached (the "Parking Area"). Such easement shall include an easement for vehicular and pedestrian ingress and egress over the driveways and drive aisles of the Shopping Center connecting the Parking Area to the adjacent public rights of way and/or to the CFA Parcel. The property on which the Parking Area shall be located is shown on Exhibit E attached. 53rd covenants and agrees not to obstruct the non-exclusive use of the Parking Area easement by the customers, business invitees, patrons and employees of CFA and/or the CFA Parcel (other than during reasonable periods of closure for maintenance and repair thereof) and that any reconfiguration of the driveways and drive aisles adjacent to the Parking Area shall not, in any way, restrict the reasonable access of such parties thereto. Likewise, Freeze and CFA shall not obstruct the non-exclusive use of the Parking Area by the customers, business invitees, patrons, and employees of 53rd et al.

In addition to the easement over the Parking Area, and upon satisfaction of the Best Buy Parking Pre-Condition, 53rd shall and hereby does grant to Freeze and CFA a perpetual, non-exclusive

vehicular and pedestrian ingress and egress and vehicular parking easement over the vehicular driveways, drive aisles, parking spaces and parking areas located within the Shopping Center from time to time. The parking easements granted pursuant to this Section 4 shall be restricted to those individuals who at the time are business invitees, patrons and employees of CFA using the CFA Parcel to conduct business at said Parcel.

5. Nature of Easements Granted. The Easements granted in this Agreement are easements across, over, and upon the surface of the 53rd Parcel, the North Parcel and the CFA Parcel, only, and only for the purpose of providing vehicular and pedestrian ingress, egress and parking, as described in this Agreement.

6. Costs and Expenses for Construction and Maintenance. 53rd shall be responsible for the construction and asphalt paving of the Northern Access Easement and the Southern Access Easement (the "Construction") and to pay the actual, reasonable out of pocket costs and expenses related to such Construction of the portions of said Access Easements located on the 53rd Parcel, the North Parcel, and the CFA Parcel.

Each of the parties shall be responsible to maintain and pay the costs to maintain the portion of the Access Easements located on their respective Parcels, and each of the parties shall be responsible to pay the costs and expenses of removing snow from the portion of the Access Easements located on their respective Parcels.

7. Time for Construction of Access Easements and Parking Area. 53rd shall complete the Construction of the Northern Access Easement and of the Parking Area to the reasonable satisfaction of the parties on or before November 1, 2014 (the "Outside Construction Date"), unless despite its reasonable, diligent efforts and for reasons beyond its control, it shall need additional time. CFA shall reimburse 53rd the actual, reasonable out-of-pocket costs and expenses incurred by 53rd in the construction of the Parking Area. In the event that 53rd does not complete the Construction of the Northern Access Easement and/or of the Parking Area on or before the Outside Construction Date, then CFA shall have the right to complete such Construction on 53rd's behalf, in which event 53rd shall reimburse CFA for the actual, reasonable out of pocket costs incurred by CFA in completing such Construction.

53rd shall complete the Construction of the Southern Access Easement to the reasonable satisfaction of the parties within ninety (90) days following the satisfaction of the Best Buy Access Pre-Condition and shall do so diligently and in good faith. In the event that 53rd does not commence the Construction of the Southern Access Easement promptly upon satisfaction of the Best Buy Access Pre-Condition and then diligently and in good faith prosecute the same to completion within ninety (90) days following the satisfaction of the Best Buy Access Pre-Condition, CFA shall have the right to complete such Construction on 53rd's behalf, in which event 53rd shall reimburse CFA for the actual, reasonable out of pocket costs incurred by CFA in completing such Construction. The construction of the Access Easement granted pursuant to this Agreement and the Parking Area shall be undertaken and completed without disrupting, to the extent reasonably possible, the conduct of business by the parties on their respective Parcels.

8. Manner of Performing Work. All work to be performed pursuant to this Agreement shall be done expeditiously and in a good and workmanlike manner, in accordance

with all applicable laws, codes, rules, statutes, and regulations and when reasonably practicable, after normal business hours of affected tenants of the 53rd SC Parcel, the North Parcel, and the CFA Parcel.

9. Restriction on Use of North Parcel and 53rd Parcel II. While the CFA Ground Lease remains in effect, no portion of the North Parcel or the property depicted and/or described on Exhibit F attached ("53rd Parcel II") will be leased, used or occupied as a restaurant selling or serving chicken as a principal menu item. For the purposes of this Lease, "a restaurant selling or serving chicken as a principal menu item" means a restaurant deriving twenty-five percent (25%) or more of its gross sales from the sale of chicken. While the CFA Ground Lease remains in effect, no portion of the 53rd Parcel II will be leased, used or occupied by or for any of the following uses: McDonald's, Wendy's, Arby's, Boston Market, Kentucky Fried Chicken, Popeye's, Church's, Bojangle's, Mrs. Winner's, Carl's Jr., Hardee's, Chicken Out, Zaxby's, Ranch One, El Pollo Loco, Pollo Campero, Pollo Tropical, Raising Cane's, Chester's, Bush's Chicken, Biscuitville, Chicken Now, PDQ, ChikWich, or Ezell's Famous Chicken. The foregoing restrictions are covenants and servitudes running with the North Parcel and the 53rd Parcel II for the term of the Ground Lease, as it may be extended pursuant to the Ground Lease and shall be enforceable by the tenant from time to time under the CFA Ground Lease to the extent that the tenant is a restaurant selling or serving chicken as a principal menu item, as defined in this Section 9.

10. Non-Public Grant. Nothing contained in this Agreement shall be construed or interpreted to constitute a grant of any easement or right-of-way to the public, any public agency, or governmental authority.

11. Utility and Services Easements. The parties shall cooperate in the granting of appropriate and proper easements and rights necessary for the installation, repair, and replacement of utilities, sewers, storm drains, and other proper services necessary for the service and operation of the parties' respective Parcels.

12. Authority. Each person executing this Agreement warrants that he or she has full and legal authority to execute it on behalf of their respective parties, and no further approval or consent of any other person is necessary. Further, each person represents that the execution of this Agreement is not in contravention of and will not result in a breach of any other agreement, contract, instrument, order, judgment, or decree.

13. Indemnification. CFA, during the term of the CFA Ground Lease, and Freeze irrespective of the term of said Ground Lease thereafter shall indemnify, defend, and hold 53rd and any occupant, tenant, or patron of the 53rd SC Parcel and/or the North Parcel harmless, from, and against any and all losses, claims, liens, damages, injuries, liabilities, including claims for personal injury, death, or damage to personal property and liens of workmen and material men, no matter how allegedly caused, resulting directly or indirectly from CFA's or Freeze's failure to perform its obligations under this Agreement or from the negligent acts or omissions of CFA's or Freeze's construction, maintenance, and use of the easements granted to Freeze and CFA. The foregoing provisions shall not modify or affect any indemnification obligations between Freeze and CFA pursuant to and/or contained in the CFA Ground Lease.

Likewise, 53rd shall indemnify, defend, and hold Freeze and CFA and any occupant, tenant, or patron of the CFA Parcel harmless from and against any and all losses, claims, liens, damages, injuries, liabilities, including claims for personal injury, death, or damage to personal property and liens of workmen and material men, no matter how allegedly caused, resulting directly or indirectly from 53rd's failure to perform its obligations under this Agreement or from the negligent acts or omissions of 53rd's construction, maintenance, and use of the easements granted to 53rd.

14. Duration. The covenants, conditions, restrictions and easements contained herein shall be enforceable as equitable servitudes and shall constitute covenants, the burdens and benefits of which shall run with the land and bind successive owners and occupants of all or any portion of the Parcels, during its ownership and/or possession, as applicable, of any portion of the Parcels and upon each party having any interest therein derived from any such owner or occupant thereof. All owner's, occupant's, transferees and other parties shall be subject to all covenants, conditions, restrictions and other obligations set forth in this Agreement pursuant to the terms hereof.

15. Execution of Documents. Freeze, CFA and 53rd agree to execute such documents as are necessary to effectuate the parties' intent as stated in this Agreement.

16. Counterpart Execution. This Agreement may be executed in counterparts, each of which together shall constitute the agreement of the parties.

17. Legal Fees and Costs. Each of the parties shall pay the legal fees and costs incurred by it, including reasonable attorney fees, in connection with or related to the negotiation and preparation of this Agreement and the granting of the easements referred to in it. In any action or proceeding brought to enforce the terms and provisions of this Agreement, or to interpret its terms or provisions, the prevailing party in any such action or proceeding shall be entitled to recover all costs, expenses, and reasonable attorney's fees incurred by the prevailing party in such action.

18. Notices. All notices to be given under or relating to this Agreement shall be made in writing and mailed or delivered to the other party at the addresses set forth below, or at such other address as a party may provide in writing from time-to-time. Such notice shall be mailed, certified mail, return receipt requested, or delivered personally to the parties as follows:

If to Chick-Fil-A, Inc.

Chick-fil-A, Inc.
5200 Buffington Road
Atlanta, Georgia 30349
PHONE: (404) 765-8000
FAX: (404) 684-8620
ATTN: Property Management – Real Estate Legal

With a copy to

Chick-fil-A, Inc.
5200 Buffington Road
Atlanta, Georgia 30349
PHONE: (404) 765-8000
FAX: (404) 305-4780
ATTN: Real Estate Legal Department – FSU Division

If to Freeze

James B. Freeze
5643 Lolene Way
Taylorsville, UT 84123

If to The Pointe @ 53rd, L.C.

Eagle Pointe Financial Group, Inc.
Manager of The Pointe @ 53rd, L.C.
P.O. Box 951010
South Jordan, Utah 84095

19. Default. All costs and expenses, including reasonable attorney's fees, which may arise or accrue from any action or proceeding to enforce this Agreement, or to interpret its terms and provisions, or to pursue any remedy available at law shall be paid by the non-prevailing party. The parties agree that the waiver of any breach of this Agreement by either party shall in no event constitute a waiver as to any future breach.

20. Entire Agreement. The parties acknowledge and agree that this Agreement constitutes the entire integrated understanding between them and that there are no other terms, conditions, representations, or understandings, whether written or oral, concerning their rights and obligations of the parties to this Agreement, except that is set forth in this Agreement. This Agreement may not be enlarge, modified, or altered, except in a writing signed by the parties.

21. Governing Law. This Agreement shall be governed by the laws of the State of Utah and the ordinances of Salt Lake County and Murray City. All actions, including but not limited to court proceedings, administrative proceedings, or arbitration and mediation proceedings shall be commenced, maintained, adjudicated, and resolved within the jurisdiction of the State of Utah and in Salt Lake County, without regard to choice of law provisions.

22. Section Headings. The section headings in this Agreement are for convenience only, and do not define or limit the scope or content of this Agreement and will not be considered in any construction or interpretation of this Agreement or any part of this Agreement.

23. Amendment. This Agreement may be amended, modified, or terminated only in a writing, executed and acknowledged by all parties to this Agreement, or their respective successors or assigns.

24. Miscellaneous. Nothing in this Agreement shall be construed to make the parties to this Agreement partners or joint venturers. No party to this Agreement shall be obligated to take any action to enforce the terms of this Agreement or to exercise any easement, rights, power, privilege, or remedy granted, created, conferred, or established under this Agreement. Time is of the essence of this Agreement.

Freeze, CFA and 53rd have executed this Agreement as of the day, month, and year shown below.

"53RD"

THE POINTE @ 53RD, L.C.,
a Utah limited liability company,
by Eagle Pointe Financial Group, Inc.
its Manager

Date: September 24 2014

By: Derry Hunt
Name: Derry Hunt
Title: CEO

State of Utah)
County of Salt Lake)

On September 24 2014, before me, Maritina Trujillo-Franco,

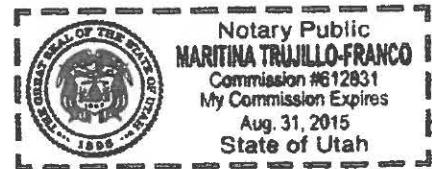
(insert name and title of the officer)

Notary Public, personally appeared Greg Thielert CEO of Eagle Rock Financial Corp. of Utah
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are Printed 58
subscribed to the within instrument and acknowledged to me that he/she/they executed the same CC
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument
the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Utah
that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Maritina Trujillo-Franco



(Seal)

"CFA"

CHICK-FIL-A, INC.,
a Georgia corporation

Date: 8/6/2014

By: S. Tammy Pearson
Name: Vice President and Assistant General Counsel
Title: _____

Date: 8/6/2014

By: B. Lynn Chastain
Name: B. Lynn Chastain
Title: Vice President and General Counsel

"FREEZE"

FREEZE FAMILY, LLC,
a Utah limited liability company

Date: _____

By: _____
James B. Freeze
Its: Managing Member

State of Georgia)
County of Bulter)

On Aug. 6, 2014, before me, Tami B Denney,

(insert name and title of the officer)

Notary Public, personally appeared S. Timmy Pearson + B. Lynn Chastain, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Georgia that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Tami B Denney



"CFA"

CHICK-FIL-A, INC.,
a Georgia corporation

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

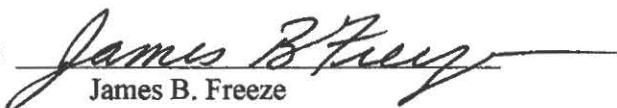
Title: _____

"FREEZE"

FREEZE FAMILY, LLC,
a Utah limited liability company

Date: Aug 4 2014

By: _____



James B. Freeze
Its: Managing Member

4813-5962-6266.9 7/31/2014

State of UTAH)

County of SALT LAKE)

On Aug 1st 2014, before me,

(insert name and title of the officer)

Notary Public, personally appeared James who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of WA that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)



State of _____)

County of _____)

On _____, before me,

(insert name and title of the officer)

Notary Public, personally appeared , who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of _____
that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature (Seal)

State of _____)

County of _____)

On _____, before me, ,

(insert name and title of the officer)

Notary Public, personally appeared , who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and

EXHIBIT "A"

53rd SC PARCEL

That certain real property in which Trustor owns a fee interest, situated in Salt Lake County, Utah and described as follows:

A tract of land which is located in the Southwest quarter of Section 7, Township 2 South, Range 1 East, Salt Lake Base and Meridian, Murray City, Salt Lake County, Utah, said tract is more particularly described as, Beginning at a point on the East right of way line of State Street; point being more particularly described as 896.10 feet East to the East right of way line, and 1313.70 feet South 00 deg. 05'15" West along said right of way line, from the West quarter corner of said Section 7, thence North 00 deg. 05'15" East, a distance of 744.40 feet; thence South 89 deg. 54'45" East 209.12 feet; thence South 80 deg. 18'00" East 5.94 feet thence North 00 deg. 05'15" East, a distance of 130.00 feet; thence North 80 deg. 18'52" West, a distance of 15.50 feet; thence North 00 deg. 00'06" East, a distance of 129.95 feet to a fence corner; thence along said fence line the following 4 calls: (1) South 71 deg. 48'14" East, a distance of 120.81 feet; (2) South 74 deg. 59'13" East, a distance of 24.84 feet; (3) South 86 deg. 17'48" East, a distance of 133.45 feet; (4) South 82 deg. 21'02" East, a distance of 84.77 feet to the West right of way line of Murray Park Lane; thence along said Murray Park Lane the following 7 calls: (1) South 01 deg. 14'17" East, a distance of 108.30 feet; (2) South 07 deg. 52'25" West, a distance of 45.45 feet; (3) South 01 deg. 13'29" West, a distance of 121.24 feet; (4) South 05 deg. 10'00" East a, distance of 55.50 feet to a point of curve to the right having a radius of 550.00 feet and a central angle of 26 deg. 06'46"; (5) Southerly along the arc, a distance of 250.66 feet; (6) South 20 deg. 56'46" West, a distance of 94.96 feet; (7) South 00 deg. 05'15" West 514.04 feet to the North right of way line of 5300 South Street; thence along said North right of way line North 89 deg. 52'00" West, a distance of 244.62 feet; thence North 00 deg. 05'15" East, a distance of 236.51 feet; thence West a distance of 242.40 feet to the point of beginning.

LESS AND EXCEPTING the following:

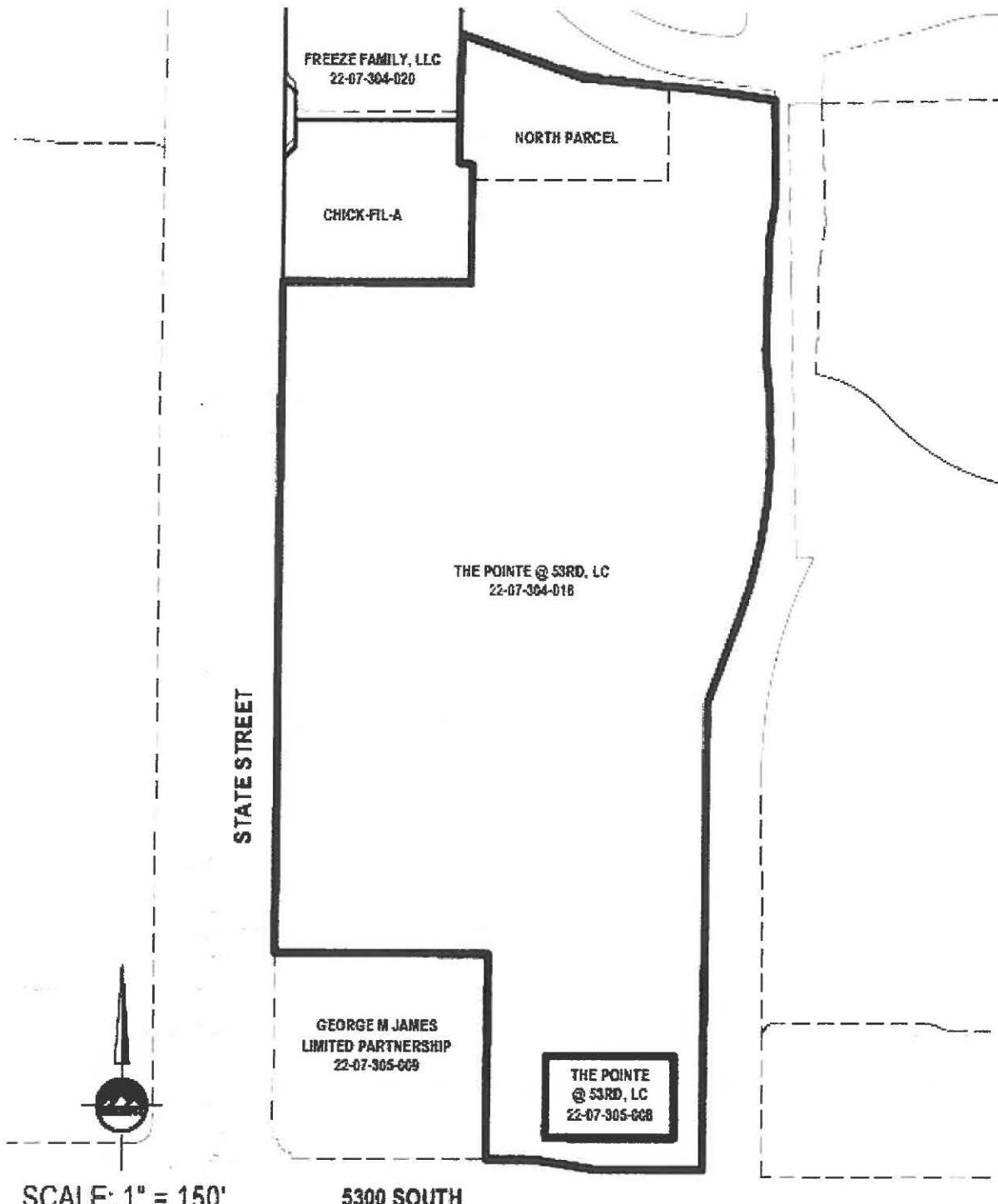
A parcel of land in fee, being a part of an entire tract of property, situate in Lot 4 of Section 7, Township 2 South, Range 1 East, Salt Lake Base and Meridian. The boundaries of said parcel of land are described as follows:

Beginning at the intersection of the existing Easterly right of way line of State Street and the existing Northerly right of way line of 5300 South Street, said intersection is 896.04 feet (896.10 feet by record) East and 1553.57 feet (1549.65 feet by record) South 00 deg. 15'15" West from the West quarter corner of said Section 7, and running thence North 00 deg. 05'15" East 32.47 feet along said Easterly right of way line; thence South 89 deg. 54'45" East 6.03 feet to the beginning of a 15.50 foot radius non-tangent curve to the left; thence Southeasterly 24.34 feet along the arc of said curve through a delta of 89 deg. 58'01" (Note: Chord to said curve bears South 44 deg. 53'44" East for a distance of 21.91 feet) to a point of non-tangency; thence South 00 deg. 07'15" West 5.94 feet; thence South 89 deg. 52'45" East 220.89 feet along a line parallel with the centerline of 5300 South Street to the Easterly boundary line of said entire tract; thence South 00 deg. 05'15" West 11.04 feet along said Easterly boundary line to the Northerly right of way line of 5300 South Street; thence North 89 deg. 52'45" West 242.40 feet along said Northerly right of way line parallel with said centerline to the point of beginning.

LESS AND EXCEPTING therefrom the following:

A parcel of land in fee, being a part of an entire tract of property, situate in Lot 4 of Section 7, Township 2 South, Range 1 East, Salt Lake Base and Meridian. The boundaries of said parcel of land are described as follows:

Beginning at the Southwest corner of said entire tract in the existing Northerly right of way line of 5300 South Street, said ~~distance~~ is 896.04 feet (896.10 feet by record) East and 1553.57 feet (1549.65 feet by record) South 00 deg. 05'15" West and 242.40 feet South 89 deg. 52'45", East from the West quarter corner of said Section 7, and running thence North 00 deg. 05'15" East 11.04 feet along a Westerly boundary line of said entire tract; thence South 89 deg. 52'45" East 54.37 feet along a line parallel with the centerline of said 5300 South Street; thence South 81 deg. 00'10" East 71.53 feet to said existing Northerly right of way line; thence North 89 deg. 52'45" West 125.04 feet along said right of way line parallel with said centerline to the point of beginning.



PROJECT #226 DUE 7/29/14

A

RE:

EXHIBIT A
53RD SC PARCEL
5171 SOUTH STATE STREET
MURRAY, UT 84107
PARCEL EXHIBIT

FOR
CHICK-FIL-A
5171 S STATE ST
ATLANTA, GEORGIA 30346

45 W. 16000 S. Ste 500
Sandy, UT 84070
Phone: 801.255.0539
Fax: 801.255.4449
www.craiggroup.com



-EXHIBIT "A"

-3-

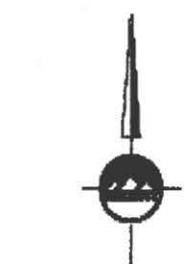
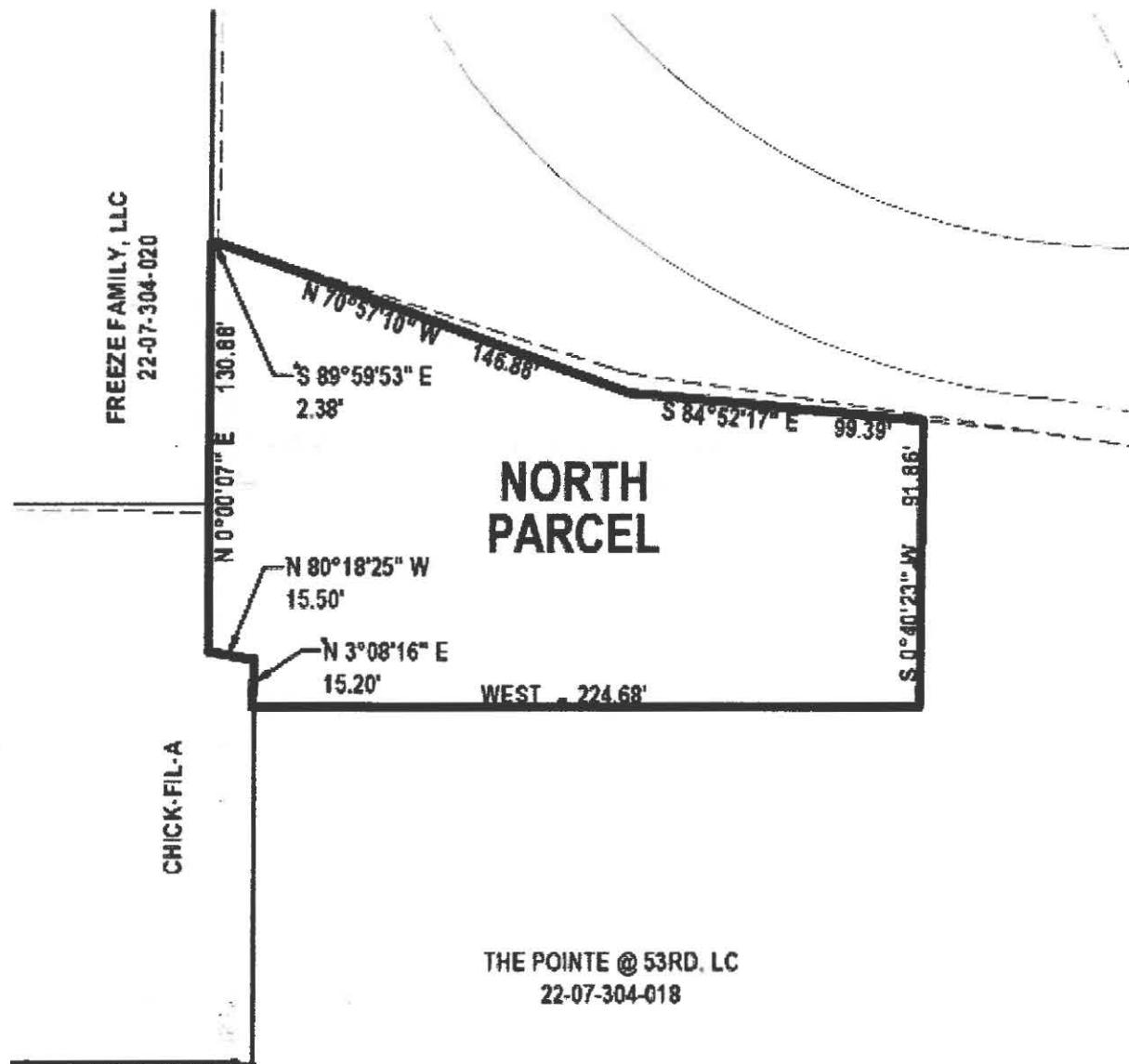
EXHIBIT "B"

NORTH PARCEL

Beginning at a point being East 896.00 feet to the east line of said State Street, South 0°05'15" West 432.45 feet along the east line of said State Street and East 199.69 feet from the West Quarter Corner of Section 7, Township 2 South, Range 1 East, Salt Lake Base and Meridian, said point of beginning also being North 0°05'15" East 1,144.48 feet along the State Street monument line and East 265.69 feet from a street monument at the intersection of 5300 South and State Street, and running

thence North 00°00'07" East 130.88 feet;
thence South 89°59'53" East 2.38 feet;
thence South 70°57'10" East 146.88 feet;
thence South 84°52'17" East 99.39 feet;
thence South 00°40'23" West 91.86 feet;
thence West 224.68 feet;
thence North 03°08'16" East 15.20 feet;
thence North 80°18'25" West 15.50 feet to the point of beginning.

Contains 26,904 Square Feet or 0.618 Acres



SCALE: 1° = 50'

PROJECT# 5206	DATE 7/29/14	EXHIBIT B NORTH PARCEL 5171 SOUTH STATE STREET MURRAY, UT 84107 PARCEL EXHIBIT	TO CHICK-FIL-A 5200 BUCKINGHAM RD. ATLANTA, GEORGIA 30346	45 W. 10000 S. SUITE 500 Sandy, UT 84070 Phone: 801.263.0329 Fax: 801.263.4469 www.eraligner.com	
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-EXHIBIT "B"

-2-

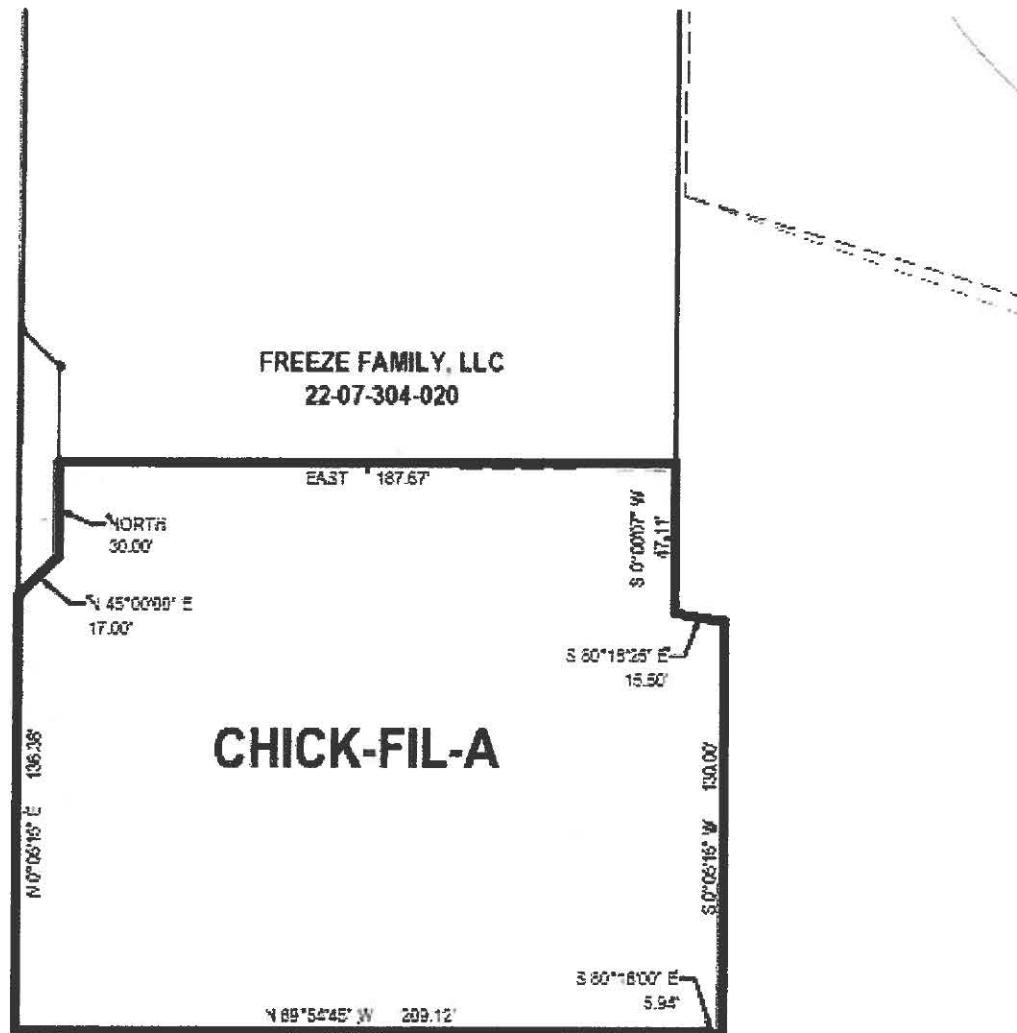
EXHIBIT "C"

CFA PARCEL

Beginning at a point on the east line of State Street said point being East 896.00 feet to the east line of said State Street and South 0°05'15" West 563.74 feet along the east line of said State Street from the West Quarter Corner of Section 7, Township 2 South, Range 1 East, Salt Lake Base and Meridian, said point of beginning also being North 0°05'15" East 1013.19 feet along the State Street monument line and East 66.00 feet from a street monument at the intersection of 5300 South and State Street; and running

thence North 0°05'15" East 136.38 feet along the east line of said State Street;
thence North 45°00'00" East 17.00 feet;
thence North 30.00 feet;
thence East 187.67 feet;
thence South 0°05'15" West 47.11 feet
thence South 80°18'25" East 15.50 feet;
thence South 0°05'15" West 130.00 feet;
thence North 80°18'00" West 5.94 feet;
thence North 89°54'45" West 209.12 feet to the point of beginning.

Contains 37,217 Square Feet or 0.854 Acres



THE POINTE @ 53RD, LC
22-07-304-018



SCALE: 1" = 50'

Project # 001
6206 7/29/14

C

Re:

EXHIBIT C
CHICK-FIL-A PARCEL
5171 SOUTH STATE STREET
MURRAY, UT 84107
PARCEL EXHIBIT

NP
CHICK-FIL-A
5200 BUCKINGHAM RD.
ATLANTA, GEORGIA 31145

45 W. 16000 S. Ste 500
Sandy, UT 84076
Phone: 801.259.0528
Fax: 801.259.4468
www.onelgroup.com



-EXHIBIT "C"

-2-

EXHIBIT "D-1"

LEGAL DESCRIPTION AND DEPICTION OF NORTHERN ACCESS EASEMENT

Beginning at a point being East 896.00 feet to the east line of said State Street, South 0°05'15" West 406.84 feet along the east line of said State Street and East 11.99 feet from the West Quarter Corner of Section 7, Township 2 South, Range 1 East, Salt Lake Base and Meridian, said point of beginning also being North 0°05'15" East 1,170.09 feet along the State Street monument line and East 77.99 feet from a street monument at the intersection of 5300 South and State Street, and running

thence North 43.00 feet;
thence East 209.50 feet;

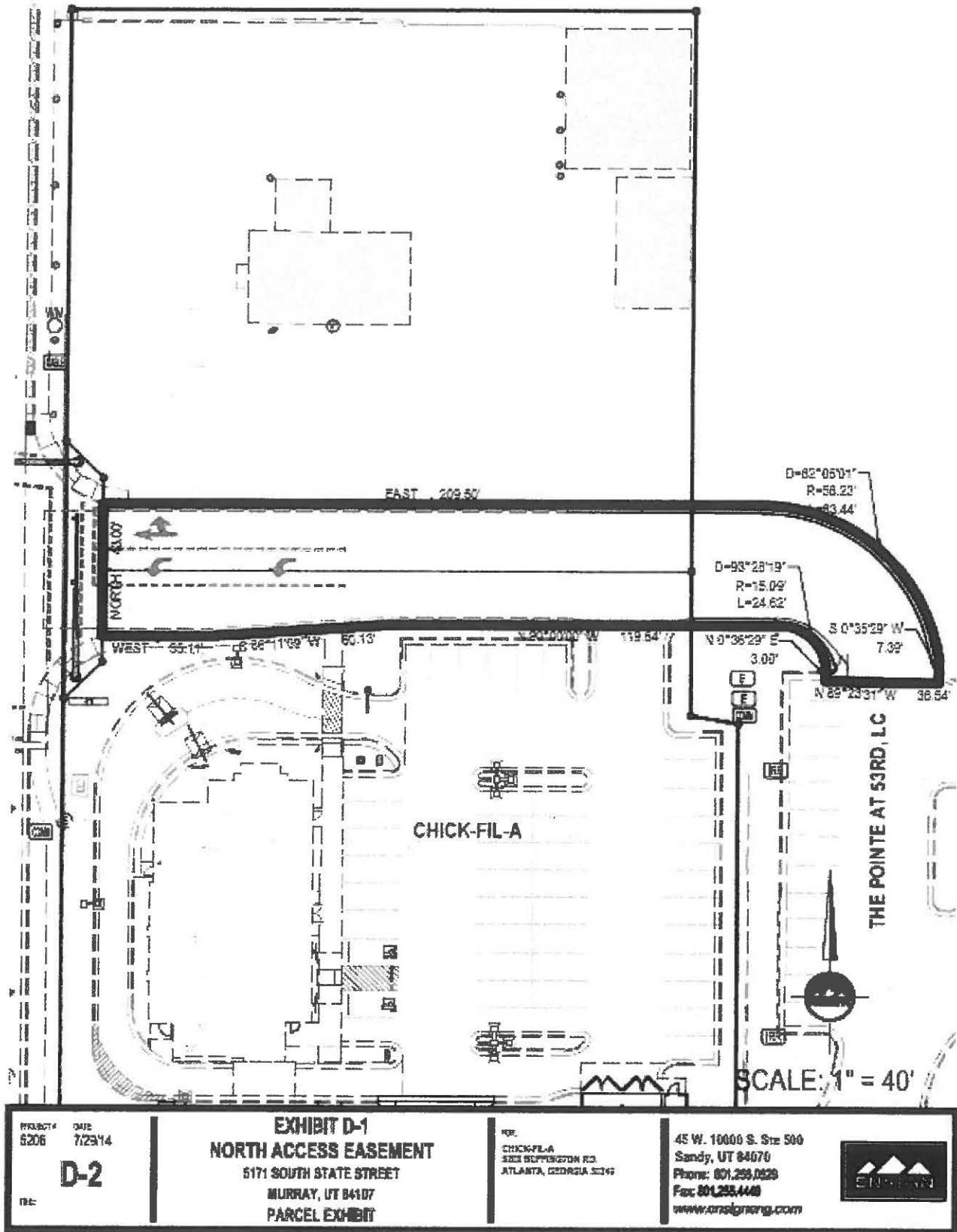
thence Southeasterly 83.44 feet along the arc of a 58.23 foot radius curve to the right (center bears South and the chord bears South 48°57'00" East 76.48 feet with a central angle of 82°06'01");

thence South 00°36'29" West 7.39 feet;
thence North 89°23'31" West 36.54 feet;
thence North 00°36'29" East 3.00 feet;

thence Northwesterly 24.62 feet along the arc of a 15.09 foot radius curve to the left (center bears North 89°23'31" West and the chord bears North 46°07'40" West 21.98 feet with a central angle of 93°28'19");

thence West 119.64 feet;
thence South 86°11'09" West 60.13 feet;
thence West 35.11 feet to the point of beginning.

Contains 10,704 Square Feet or 0.246 Acres



-EXHIBIT "D1"

-2-

EXHIBIT "D-2"

LEGAL DESCRIPTION AND DEPICTION OF SOUTHERN ACCESS EASEMENT

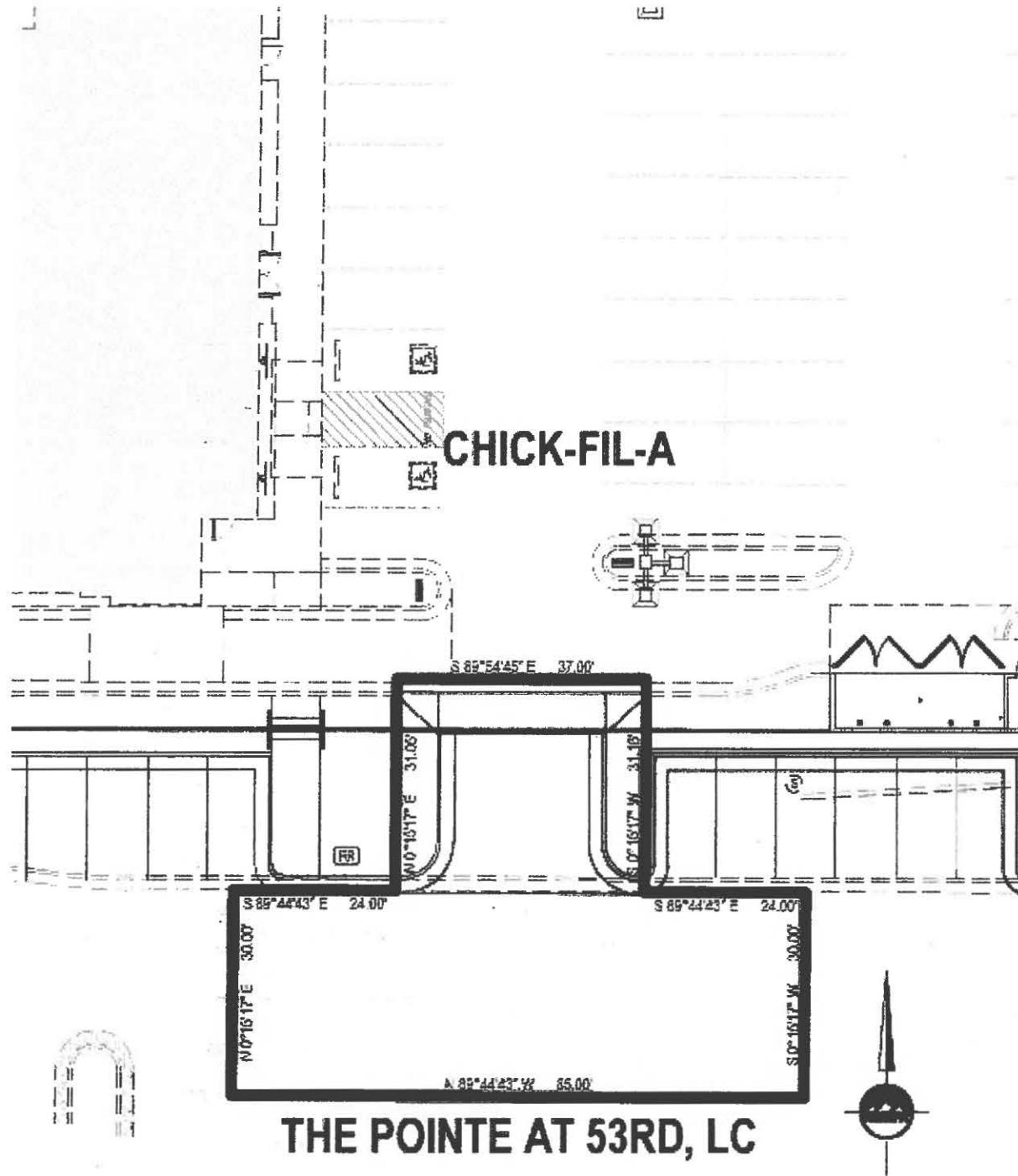
Beginning at a point being East 896.00 feet to the east line of said State Street, South 0°05'15" West 617.34 feet along the east line of said State Street and East 76.91 feet from the West Quarter Corner of Section 7, Township 2 South, Range 1 East, Salt Lake Base and Meridian, said point of beginning also being North 0°05'15" East 959.59 feet along the State Street monument line and East 142.91 feet from a street monument at the intersection of 5300 South and State Street, and running

thence North 00°15'17" East 30.00 feet;
thence South 89°44'43" East 24.00 feet;
thence North 00°15'17" East 31.05 feet;
thence South 89°54'45" East 37.00 feet;
thence South 00°15'17" West 31.16 feet;
thence South 89°44'43" East 24.00 feet;
thence South 00°15'17" West 30.00 feet;
thence North 89°44'43" West 85.00 feet to the point of beginning.

Contains 3,701 Square Feet or 0.085 Acres

EXHIBIT "D2"

-1-



PLAT 206
S206
7/29/14

D-2

THE

EXHIBIT D-2
SOUTH ACCESS EASEMENT
5171 SOUTH STATE STREET
MURRAY, UT 84107
PARCEL EXHIBIT

POW
CHICK-FIL-A
 525 BUCKHEAD RD.
 ATLANTA, GEORGIA 30347

45 W. 10000 S. Ste 500
 Sandy, UT 84070
 Phone: 801.255.0528
 Fax: 801.255.4448
www.975group.com



EXHIBIT "D2"

-2-

EXHIBIT "E"

PARKING EASEMENT AREA

West Parking Area

Beginning at a point being East 896.00 feet to the east line of said State Street, South 0°05'15" West 587.55 feet along the east line of said State Street and East 11.12 feet from the West Quarter Corner of Section 7, Township 2 South, Range 1 East, Salt Lake Base and Meridian, said point of beginning also being North 0°05'15" East 989.38 feet along the State Street monument line and East 77.11 feet from a street monument at the intersection of 5300 South and State Street; and running

thence North 00°15'17" East 7.30 feet;
thence North 40°56'41" East 29.74 feet;
thence South 89°54'36" East 70.49 feet;
thence South 00°15'17" West 30.05 feet;
thence North 89°44'43" West 89.88 feet to the point of beginning.

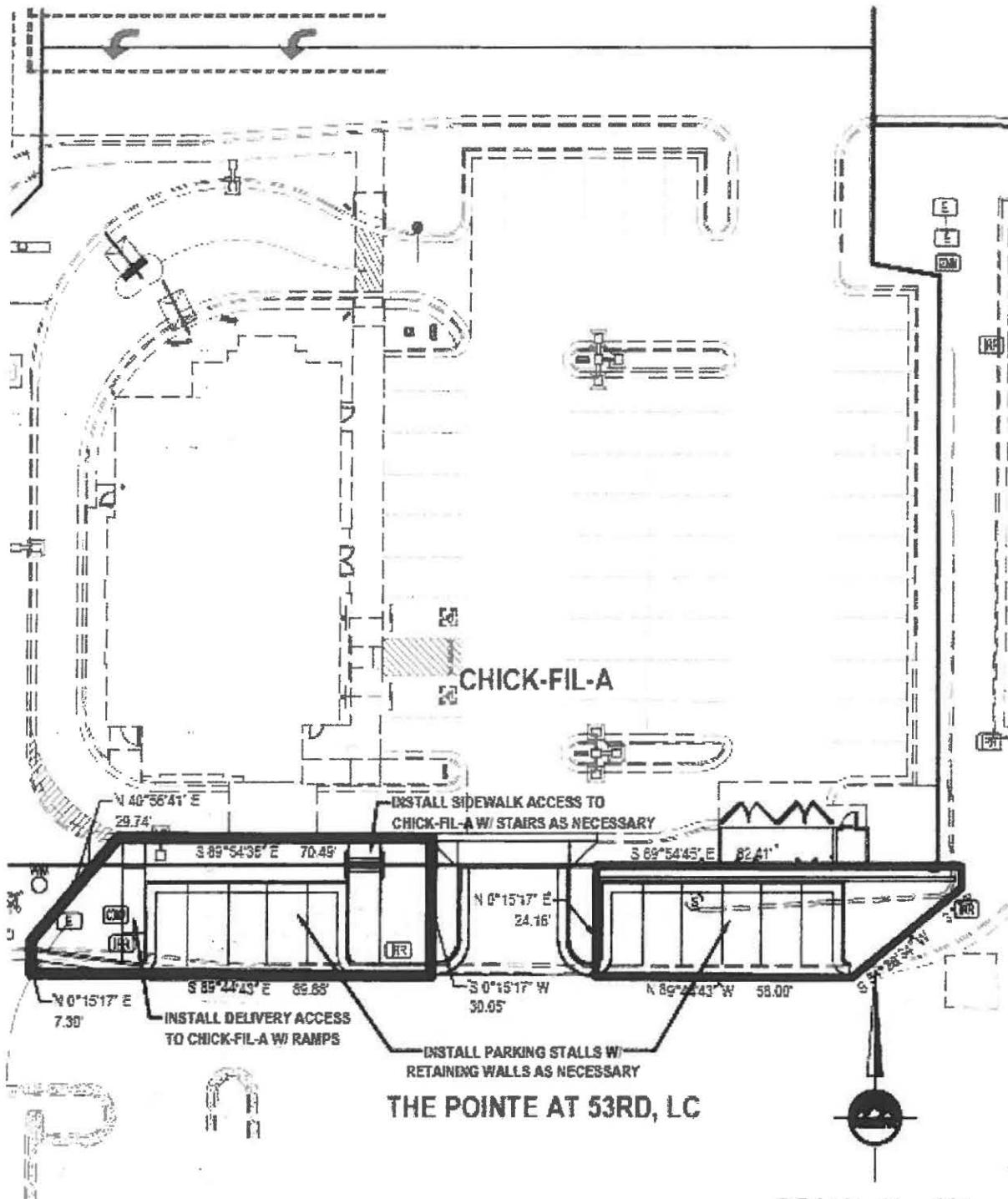
Contains 2,471 square feet or 0.057 acres

East Parking Area

Beginning at a point being East 896.00 feet to the east line of said State Street, South 0°05'15" West 588.11 feet along the east line of said State Street and East 137.99 feet from the West Quarter Corner of Section 7, Township 2 South, Range 1 East, Salt Lake Base and Meridian, said point of beginning also being North 0°05'15" East 988.82 feet along the State Street monument line and East 203.99 feet from a street monument at the intersection of 5300 South and State Street; and running

thence North 00°15'17" East 24.16 feet;
thence South 89°54'45" East 82.41 feet;
thence South 00°00'47" West 4.75 feet;
thence South 51°26'34" West 31.35 feet;
thence North 89°44'43" West 58.00 feet to the point of beginning.

Contains 1,761 square feet or 0.040 acres



PROJECT # 5206 DATE 7/29/14
E

EXHIBIT E
PARKING AREA EASEMENT
5171 SOUTH STATE STREET
MURRAY, UT 84107
PARCEL EXHIBIT

FOR
CHICK-FIL-A
5200 BUCKHEAD RD.
ATLANTA, GEORGIA 30346

45 W. 1000 S. Ste 506
Sandy, UT 84070
Phone: 801.299.0428
Fax: 801.255.4449
www.cnrsign.org.com

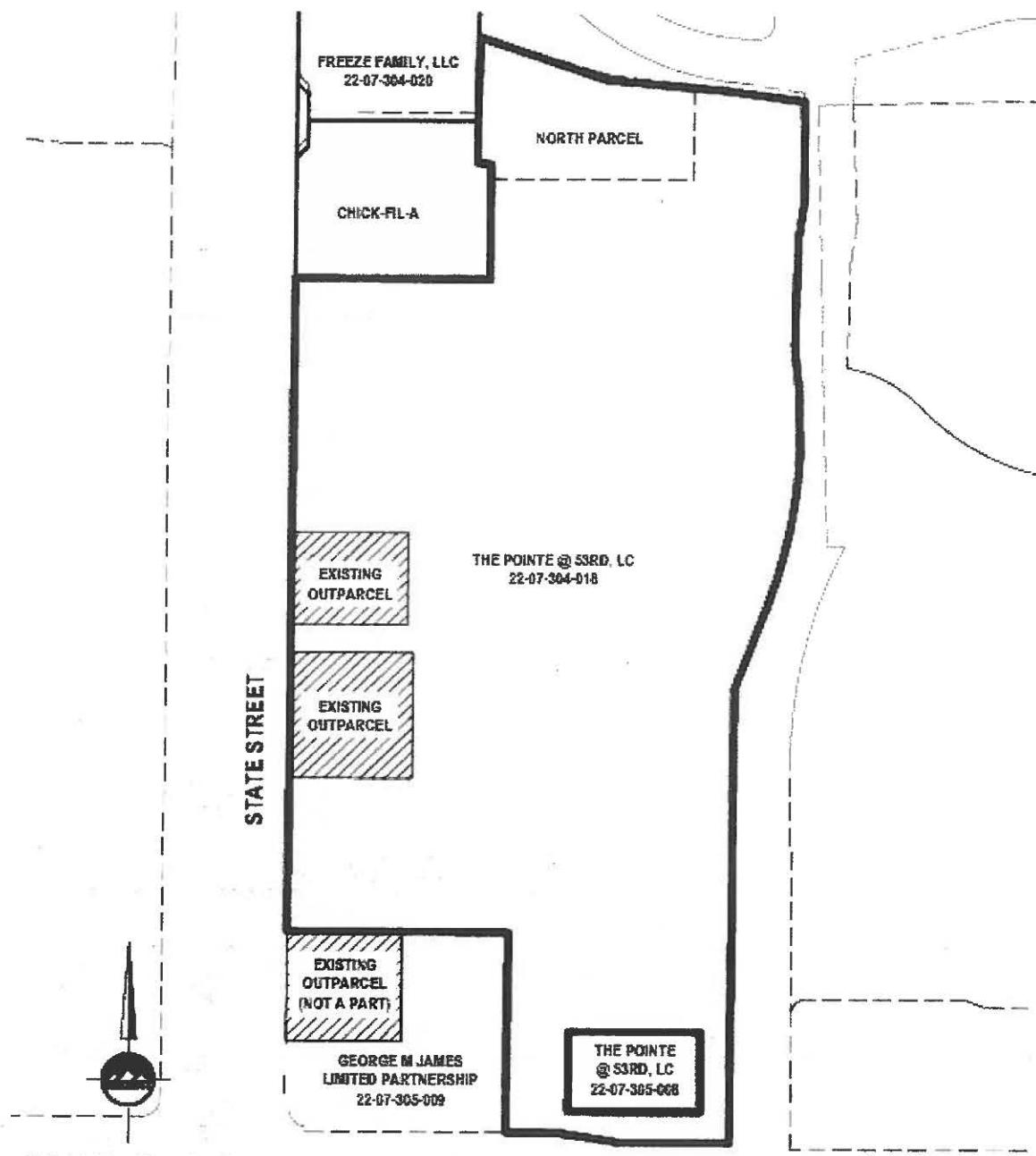


-EXHIBIT "E"

-2-

EXHIBIT "F"

53RD PARCEL II



REF ID: 5266 DUE 7/29/14

F

RE:

EXHIBIT F
53RD ACCESS EASEMENTS
5171 SOUTH STATE STREET
MURRAY, UT 84107
PARCEL EXHIBIT

TOP
CHICK-FIL-A
3200 BUCKINGHAM RD.
ATLANTA, GEORGIA 30347

45 W. 10000 S. STE 500
Sandy, UT 84070
Phone: 801.255.0528
Fax: 801.255.4460
www.chick-fil-a.com



EXHIBIT "F"

-1-



MEMORANDUM

TO: Planning Commission
FROM: Ruth Ruach, Planner 1 – CED
DATE: November 26th, 2025
SUBJECT: Potential Text Amendments regarding Conditional Uses, Landscaping Requirements, and Noticing Requirements.

SUMMARY

Planning Staff requests a discussion on potential code changes to establish a process for Staff approval of Conditional Use Permits (CUPs) in certain instances. The potential text amendments will be presented in two parts: Group A and Group B. Group A text amendments are changes which have minimal impact and cleans up the code. Group B text amendments are more substantive changes which require discussion. Staff will incorporate feedback from the Planning Commission to prepare the text amendments to be formally reviewed at a later date.

PROPOSED CHANGES

GROUP A:

Changes to the code which have **little to no effect** on policy or procedure. These changes are cleanup edits which remove obsolete code or clarifies language of the code:

1. 17.56.140: REPORTING REQUIREMENT

- a. Description: Remove section.
- b. Reason: Compliance can be monitored through other means including annual business license review. Staff recommends that this requirement no longer necessary.
- c. Effect: No policy change. Removes unnecessary code.

2. 17.32.080: REPORTING REQUIREMENT

- a. Description: Remove section.
- b. Reason: Compliance can be monitored through other means including annual business license renewal. Staff recommends that this requirement no longer necessary.
- c. Effect: No policy change. Removes unnecessary code.

3. 17.56.110: CONDITIONAL ZONES

- a. Description: Remove section. Renumber sections that follow.
- b. Reason: State and local law related to Conditional Uses has evolved over the years and the Zoning ordinance no longer includes conditional zones. Any conditionally approved zone changes are now administered through Development Agreements authorized by State law. This section is no longer necessary.
- c. Effect: No policy change. Removes unnecessary code.

4. 17.68.030: GENERAL PROVISIONS

- a. Description: Require a formal landscaping plan for CUP applications in new buildings, and not in existing buildings.
- b. Reason: Requiring a formal landscaping plan for applicants reusing existing buildings creates an unreasonable cost that does not help mitigate the potential impact(s) of a proposed Conditional Use.
- c. Effect: No policy change. Aligns with current procedure.

GROUP B:

Bigger changes which introduce new processes. These changes require more discussion and Staff requests feedback from the Planning Commission:

1. 17.04.140: NOTICES (C.)

- a. Description: Clarify language and explain process for posting signs for public notice of land use applications or public hearings.
- b. Reason: Explore option of posting sign notices. State Code does not define a sign noticing process. But neighboring cities tend to both post sign notices (for legislative items) and mail notices.

PC Discussion:

Staff is still workshopping a potential process for posting sign notices. What is the Planning Commission's feedback on posting sign notices?

2. 17.04.140: NOTICES (A.)

- a. Description: Change text to include all land use applications which require public notice.
- b. Reason: To include all land use applications which require public notice. CUPs do not require public notice unless a public meeting is required.

PC Discussion:

Beyond the minimum legal requirements, what guidance does the Planning Commission have regarding the method of public noticing for upcoming applications?

3. 17.56.030: APPLICATION (A.)

- a. Description: Allow for staff review of certain Conditional Use requests by adding the following list of application types to the text:
 1. Conditional Use Permit Amendment for Minor Expansion: an amendment requesting a building or floor area expansion of less than five hundred (500) square feet if the expansion is less than twenty-five (25%) percent of existing square footage of the building.

The proposed recommendation aligns with a similar process that is outlined in the Site Plan Review section of the land use ordinance. Staff would like to use this as a starting point for discussion.

 2. Conditional Use Permit Relocation: A request to relocate the approved conditional use to an immediately adjacent or neighboring unit within the same development or commercial center
 3. Electronic Message Center (EMC) Signage: A request to place an EMC sign on a property that is not adjacent to a residential zone, in accordance with Section 17.48.280
 - b. Reason: To allow staff approval of minor applications that should not warrant a public meeting/Planning Commission approval.

PC Discussion:

For which circumstances of Conditional Use Permits does the Planning Commission want to authorize Staff-level approval?

CONCLUSION & RECOMMENDATION

This discussion begins the process in converting these potential changes into actionable amendments. Further revisions will follow. We welcome any questions you may have.

ATTACHMENTS

[CUP Text Amendments PowerPoint](#)

[CUPs in Neighboring Cities Spreadsheet](#)

[CUP Text Amendments ArcGIS Story Map](#)

[Utah State Code, 10-20-506](#)

[Murray City Code Chapter 17.56 Conditional Uses & Zones](#)

[Murray City Code Section 17.04.140 Notices](#)

Draft Text Amendments

Agenda

01 Staff Presentation

02 Planning Commission Discussion

03 Revisions and Deliberation



MURRAY CITY CORPORATION
COMMUNITY & ECONOMIC DEVELOPMENT
PLANNING DIVISION

Why & How

BACKGROUND

These potential changes address

- Conditional Uses,
- Public Meetings, and
- Landscaping Requirements.

The Conditional Use Permit approval process has created certain challenges that can only be addressed by amending the Code.

GOALS

The goal of the draft text amendments: To establish staff approval of Conditional Use Permits.

- Increase clarity for applicants, property owners, and business owners
- Streamline the application review process

Timeline

The Conditional Use Permit approval process can take up to 6 weeks.

Application Submittal
Must be submitted 3 weeks before a planning commission meeting

Application Completeness Review
Planning Staff determines if application is complete. PRM every two weeks.

Payment, Schedule, Notice
All CUP applications cost \$300. Application is scheduled for a Planning Commission Meeting. Notices of the meeting are mailed.

Department Reviews
All city departments review application.

Staff Report & Conditions
Planning Staff begin review and draft report. Staff create conditions and recommendation based on Chapter 17.56.

Public Meeting
Applicant/Property Owner attend Planning Commission Meeting and receive approval. PC may create new conditions or amend conditions.

Business License Application/Building Permit
If approved, applicant works with Business License and/or Building Division to begin licensing process. Processes and timeline may vary.

Inspections
Planning & Zoning Inspection conducted by Code Enforcement Officials to verify that conditions are complied with.

Business Opening
Business License is granted, and applicant may operate their business.

Text Amendments

GROUP A

Changes to the code which have **little to no effect** on policy or procedure.

These changes are cleanup edits which remove obsolete code or clarifies language of the code:

- 1) 17.56.140: Reporting Requirements
- 2) 17.32.080: Reporting Requirements
- 3) 17.56.110: Conditional Zones
- 4) 17.68.030: General Provisions

GROUP B

Bigger changes which introduce new processes. These changes require more discussion and Staff requests direction from the Planning Commission:

- 1) 17.04.140: Notices (C.)
- 2) 17.04.140: Notices (A.)
- 3) 17.56.030: Application (A.)

Group A, Item 1: 17.56.140 Reporting Requirements

Existing Text

“Before February 1 of every year, the owner or occupant of a property which has been approved for the following land use under a conditional use permit shall provide written evidence to the community development division that the property use complies with this title:
1210.1 Supervised youth group home.”

Description: Remove section.

Reason: Compliance can be monitored through other means including annual business license review. Staff recommends that this requirement is unnecessary.

Effect: No policy change. Removes unnecessary code.

Redline Text

~~17.56.140: Reporting Requirements:~~

~~Before February 1 of every year, the owner or occupant of a property which has been approved for the following land use under a conditional use permit shall provide written evidence to the community development division that the property use complies with this title:
1210.1 Supervised youth group home. (Ord. 22-33: Ord. 07-30 § 2)~~

Group A, Item 2: 17.32.080 Reporting Requirements

Existing Text

“Before February 1 of every year, the owner of a residential facility for elderly persons in a single-family residential zone which has been approved for use as an elderly residential facility under this chapter shall provide written evidence to the satisfaction of the city's community development division that the property use complies with this title.”

Description: Remove section.

Reason: Compliance can be monitored through other means including annual business license review. Staff recommends that this requirement is unnecessary.

Effect: No policy change. Removes unnecessary code.

Redline Text

~~17.32.080: REPORTING REQUIREMENTS:~~

~~Before February 1 of every year, the owner of a residential facility for elderly persons in a single-family residential zone which has been approved for use as an elderly residential facility under this chapter shall provide written evidence to the satisfaction of the city's community development division that the property use complies with this title. (Ord. 07-30 § 2)~~

Group A, Item 3: 17.56.110 Conditional Zones

Existing Text

“Upon the recommendation of the planning and zoning commission and after the public hearing, the city may establish conditional zones within existing zoning districts where it is shown that it is in the best interests and general welfare of the community. The planning commission may establish and impose such conditions and requirements that are in keeping with the best interest and general welfare of the community.”

Redline Text

~~17.56.110: CONDITIONAL ZONES:~~

~~Upon the recommendation of the planning and zoning commission and after the public hearing, the city may establish conditional zones within existing zoning districts where it is shown that it is in the best interests and general welfare of the community. The planning commission may establish and impose such conditions and requirements that are in keeping with the best interest and general welfare of the community. (Ord. 22-33: Ord. 07-30 § 2)~~

Description: Remove section. Renumber sections that follow.

Reason:

- State and local law related to Conditional Uses has evolved over the years and the Zoning ordinance no longer includes conditional zones. Any conditionally approved zone changes are now administered through Development Agreements authorized by State law.
- This section is no longer necessary

Effect: No policy change. Removes unnecessary code.

Group A, Item 4: 17.68.030 General Provisions

Existing Text

B. Landscape Plan Required; Exemptions:

1. Conditional Use Permit And/Or Site Plan Review: In association with a conditional use application and/or site plan review, the applicant shall submit a formal landscape plan (per phase if the project is multiphased) as indicated on the appropriate application. The plans must be submitted with the site plan, and must include or show:

Description: Add language to require a formal landscaping plan for CUP applications in new buildings, and not in existing buildings.

Reason: Requiring a formal landscaping plan for applicants reusing existing buildings creates an unreasonable cost that does not help mitigate the potential impact(s) of a proposed Conditional Use.

Redline Text

B. Landscape Plan Required; Exemptions:

1. Conditional Use Permit And/Or Site Plan Review **in a New Structure**: In association with a conditional use application and/or site plan review, the applicant shall submit a formal landscape plan (per phase if the project is multiphased) as indicated on the appropriate application. The plans must be submitted with the site plan, and must include or show:

Effect: No policy change. Aligns with current procedure.

GROUP B

Bigger changes which introduce new processes. These changes require more discussion and Staff requests direction from the Planning Commission:

- 1) 17.04.140: Notices (C.)
- 2) 17.04.140: Notices (A.)
- 3) 17.56.030: Application (A.)

Group B, Item 1: 17.04.140 Notices

Existing Text

“C. The applicant/agent shall be responsible to post notification signage on properties where a request for a zone change or conditional use permit is proposed. The sign(s) shall be provided to the applicant/agent by the City and shall be posted by the applicant/agent in advance of the scheduled meeting date.”

Description: Clarify language and explain process for posting sign notices.

Reason: Explore option of sign notices. State Code does not define sign noticing process. But neighboring cities tend to both post sign notices (for legislative items) and mail notices.

PC Discussion:
What is the Planning Commission's direction on sign notices?

Redline Text

17.04.140: NOTICES:

C. The ~~applicant/agent~~ City shall be responsible to post notification signage on properties where ~~a request for a site-specific application that requires a public hearing is submitted~~ or conditional use permit is proposed. The sign(s) shall be ~~provided to the applicant/agent by the City and shall be~~ posted by the City ~~applicant/agent~~ in advance of the scheduled meeting date. (Ord. 07-30 § 2)

Group B, Item 2: 17.04.140 Notices

Existing Text

“17.04.140: NOTICES:

- A. Unless specifically provided otherwise, third party notices required or allowed by this title to be mailed to surrounding property owners regarding rezoning conditional use requests, shall be sent to all property owners of record within the following distances as applicable:

...

Conditional Use
Mailing Distance”

Redline Text

17.04.140: NOTICES:

- A. Unless specifically provided otherwise, third party notices required or allowed by this title to be mailed to surrounding property owners regarding rezoning **requests** and **requests of other topics that require public meetings or public hearings** **conditional use requests**, shall be sent to all property owners of record within the following distances as applicable:

...

Conditional Use
Public Meeting or Public Hearing
Mailing Distance

Description: Change text to include all land use applications which require public notice.

Reason: All land use applications which require a public meeting are noticed, not just Conditional Use Permit applications.

PC Discussion:

Beyond the minimum legal requirements, what guidance does the Planning Commission have regarding the method of public noticing for upcoming applications?

Group B, Item 3: 17.56.030 Application

Redline Text

“17.56.030: APPLICATION:

A. A conditional use permit application shall be made to the community development department as provided in this title. The completed application shall be submitted to the planning commission at one of their regularly scheduled meetings. The planning commission may authorize **the Community and Economic Development Director or designee** ~~members of the community development department~~ to grant or deny **the following list of conditional use permits and related requests**, subject to such limitations or qualifications as are deemed necessary:

1. **Conditional Use Permit Amendment for Minor Expansion:** an amendment requesting a building or floor area expansion of less than five hundred (500) square feet if the expansion is less than twenty five (25%) percent of existing square footage of the building
2. **Conditional Use Permit Relocation:** A request to relocate the approved conditional use to an immediately adjacent or neighboring unit within the same development or commercial center
3. **Electronic Message Center (EMC) Signage:** A request to place an EMC sign on a property that is not adjacent to a residential zone, in accordance with Section 17.48.280

Description: Add list of “administrative” conditional use permits.

Reason: To allow staff-level approval of minor situations that should not warrant a public meeting/Planning Commission approval.

PC Discussion:

For which circumstances of CUPs does the Planning Commission want to authorize Staff-level approval?

Existing Text

“17.56.030: APPLICATION:

A. A conditional use permit application shall be made to the community development department as provided in this title. The completed application shall be submitted to the planning commission at one of their regularly scheduled meetings. The planning commission may authorize members of the community development department to grant or deny conditional use permits, subject to such limitations or qualifications as are deemed necessary.”

Questions For The Planning Commission

1. Does the Planning Commission have any questions or feedback on the “Group A” Text Amendments?
2. Would the Planning Commission feel comfortable with Staff bringing back “Group A” Text Amendments for an official recommendation?
3. Does the Planning Commission have any questions or feedback on “Group B” Text Amendments?
4. What additional information does the Planning Commission need to review in order to consider amending the code?

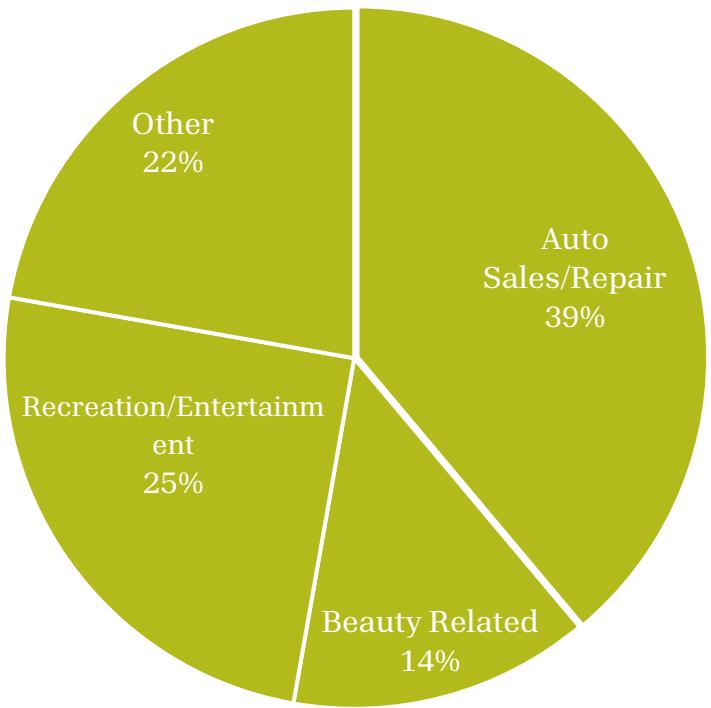
Utah State Code – Conditional Uses

10-20-506. Conditional uses.

- (1)
 - (a) A municipality may adopt a land use ordinance that includes conditional uses and provisions for conditional uses that require compliance with objective standards set forth in an applicable ordinance.
 - (b) A municipality may not impose a requirement or standard on a conditional use that conflicts with a provision of this chapter or other state or federal law.
- (2)(a)
 - (i) A land use authority shall approve a conditional use if reasonable conditions are proposed, or can be imposed, to mitigate the reasonably anticipated detrimental effects of the proposed use in accordance with applicable standards.
 - (ii) The requirement described in Subsection (2)(a)(i) to reasonably mitigate anticipated detrimental effects of the proposed conditional use does not require elimination of the detrimental effects.
 - (b) If a land use authority proposes reasonable conditions on a proposed conditional use, the land use authority shall ensure that the conditions are stated on the record and reasonably relate to mitigating the anticipated detrimental effects of the proposed use.
 - (c) If the reasonably anticipated detrimental effects of a proposed conditional use cannot be substantially mitigated by the proposal or the imposition of reasonable conditions to achieve compliance with applicable standards, the land use authority may deny the conditional use.
- (3) A land use authority's decision to approve or deny conditional use is an administrative land use decision.
- (4) A legislative body shall classify any use that a land use regulation allows in a zoning district as either a permitted or conditional use under this chapter.

OTHER INFORMATION

Conditional Use Permits 2024-2025



The Planning Commission may review a StoryMap outlining the CUP process and a map of all approved CUPs in past year:

[Conditional Use Permits - StoryMap](#)

CUPs in Neighboring Cities					
City	Staff CUP?	CUP Process Details PM = Public Meeting	Most Common Conditional Use	City Code Link	
Salt Lake City	Y	Admin Hearing held by staff. No PM required, but staff may forward to PC			21A.54.030
West Valley City	N	All CUPs require PM			Chapter 7-8-103
West Jordan	Y	All CUPs require PM			13-7E-1
Sandy	N	All CUPs require PM			Chapter 21-33
South Jordan	N	All CUPs require PM			Chapter 17.84
Millcreek	N	Neighborhood Meeting and PM required			18.15.030
Herriman	N	All CUPs require PM	Amendments to building footprint	10-5-010	
Taylorsville (Ruth's Text Preference)	Y	Two CUPs: Admin & Nonadmin. No PM required for admin CUP	Auto Sales (PC Approval)	13.33.020	
Murray	N	A PM may be held, if PC deems necessary	Auto Sales	17.56	
Draper	N	All CUPs require PM			9-5-080
Riverton	Y	Two CUPs: CUP in New building, CUP in Existing building. Director approve CUP with no PM required	Home Occupations (PC Approval)	18.195.020	
Midvale (Model Text)	Y	No PM required for admin CUP	Auto Sales	17-3-4	
Cottonwood Heights (Most Similar to current Text)	CUP Amendments Only	A PM may be held, if PC deems necessary. Admin CUP go through Admin Hearing	Fence Height Extensions (CUP Amendment, Admin CUP)	19.84	
Holladay	Y	Unclear if all CUPs require PM or just nonadmin CUP			13.08.040
South Salt Lake	N	All CUPs require PM. Specific standards for certain uses.			17.05
Bluffdale	N	All CUPs require PM			11.200