

PARTICIPATION AND DEVELOPMENT AGREEMENT

Between

Redevelopment Agency of Murray City

and

Parley's Partners, LLC

Dated as of September __, 2011

Participation and Development Agreement

The Redevelopment Agency of Murray City, a political subdivision of the State of Utah (the "Agency"), and Parley's Partners, LLC, a Utah limited liability company (the "Participant"), hereby agree as follows:

1 Subject of Agreement

1.1 Purpose of the Agreement

The purpose of this Participation and Development Agreement (the "Agreement") is (a) to effectuate the Murray Fireclay Project Area Redevelopment Plan (the "Redevelopment Plan" or "Plan"), adopted September 13, 2005, by providing for the development of residential and commercial properties on approximately 6.208 acres of land located in Murray City, Utah (the "City") as more specifically described in **Attachment No. 1** and incorporated herein by this reference (the "Site"), comprising a portion of the Murray Fireclay Project Area as provided in the Redevelopment Plan (the "Project Area"), (b) to specify the terms and conditions pursuant to which the Agency and the Participant will cooperate in bringing about this objective, including the funds the Agency will provide to assist in the development of the Site, and (c) to include in Participant's development certain elements as specified in this Agreement in addition to those required by City Ordinance and the Redevelopment Plan. The fulfillment of this Agreement is vital to and in the best interests of the City and the health, safety, and welfare of its residents, and in accord with public purposes. This Agreement is carried out pursuant to the Redevelopment Agencies Act, 17B-4-101 et seq, Utah Code Annotated, as amended and in effect when the Plan was adopted (the "Redevelopment Agencies Act") and Title 17C (17C-1-101 et seq), Utah Code Annotated, as amended, Limited Purpose Local Government Entities-Community Development and Renewal Agencies (collectively with the Redevelopment Agencies Act, the "Act").

1.2 The Redevelopment Plan

This Agreement is subject to the provisions of the Redevelopment Plan, as approved and adopted on September 13, 2005, by the Murray City Council, Ordinance No. 05-32, in accordance with Section 17B-4-408 of the Redevelopment Agencies Act. The Redevelopment Plan is attached hereto as **Attachment No. 3** and incorporated herein by this reference.

1.3 The Project Area

The Project Area is located within the boundaries of the City. The exact boundaries of the Project Area are specifically and legally described in the Redevelopment Plan and in Murray City Ordinance No. 05-32, adopting the Redevelopment Plan. Ordinance No. 05-32 is attached hereto as **Attachment No. 4** and incorporated herein by this reference.

1.4 Description of the Site

The Site is described in **Attachment No. 1** and is shown on the Site Concept Plan which is attached hereto as **Attachment No. 5** and incorporated herein by this reference. A portion of the Site is subject to a previously established conservation easement. The boundary of said conservation easement is referred to in **Attachment No. 1**.

1.5 Parties to the Agreement

1.5.1 Agency

The Agency is a public body, corporate and politic, exercising governmental functions and powers, and organized and existing under the Act. The address of the Agency for purposes of this Agreement is: Redevelopment Agency of Murray City, 4646 South 500 West, Murray, UT 84123-3615. The Agency's telephone number is 801-270-2420 and its fax number is 801-270-2414.

1.5.2 The Participant

The Participant is Parley's Partners, LLC, a Utah limited liability company. The address of the Participant for the purposes of this Agreement is: Parley's Partners, LLC, 2725 E. Parleys Way, Suite 120, Salt Lake City, UT 84109, Attention: Hooper Knowlton III, Manager. The Participant's telephone number is 801-582-5347 and its fax number is 801-583-8939. As used in this Agreement the term "Participant," when used in reference to matters relating to plans, permits, compliance with ordinances and the construction of the contemplated improvements on the Site, shall include Participant's designee or Participant's related entity, affiliate or subsidiary that will construct the particular improvement to the Site.

1.6 Transfer and Assignment of this Agreement

1.6.1 The Participant represents and agrees that prior to the earlier of (a) performance by the Participant of its obligations under this Agreement as evidenced by the issuance of a final certificate of occupancy by the City for the improvements shown on the Site Concept Plan (see **Attachment No. 5**), or (b) five (5) years following the execution hereof, the Participant shall not assign or transfer or attempt to assign or transfer all or any part of this Agreement, or any rights herein or obligations hereunder with respect to either the Site as a whole or in part or the payment of Tax Increment or the provisions relating thereto, without the prior written consent and approval of the Agency, which consent and approval may be withheld in the Agency's sole discretion. Upon performance of its obligations under this Agreement as described above or five (5) years following the execution hereof, whichever occurs first, the Participant may assign or transfer all or any part of this Agreement, or any rights herein or obligations hereunder with respect to either the Site as a whole or in part or the payment of Tax Increment or the provisions relating thereto, but only with the prior written consent and approval of the

Agency, which consent and approval shall not be unreasonably withheld. Notwithstanding the foregoing provision or any other provision of this Agreement, without obtaining any consent from the Agency, Participant may transfer or assign all or any part of this Agreement or rights and obligations under this Agreement: (i) to a related entity, affiliate or subsidiary of Participant; (ii) as a result of a merger or acquisition of Participant, (iii) to an entity that will construct a portion of the improvements to the Site contemplated under this Agreement; and/or (iv) if the transfer or assignment is by way of security for the purpose of obtaining financing for the Participant, or its permitted successor in interest, to construct the improvements to the Site contemplated under this Agreement.

1.6.2 Nothing in this Agreement shall be interpreted to limit in any way the right of Participant to deed, sell, convey, assign or otherwise alienate or lease any portion of the Site.

2 Financing of the Development of the Site

2.1 Nature of Participant's Obligations

The Participant or a related entity, affiliate or subsidiary shall own the Site. The Participant shall improve the Site, or cause the Site to be improved, in compliance with the Redevelopment Plan and the Murray Fireclay Transit-Oriented Development Zoning Ordinance adopted as Ordinance 05-29, as amended and restated by Ordinance 07-36 (the "TOD Ordinance") attached hereto as **Attachment No. 6** and incorporated herein by this reference, by developing or causing to be developed residential and commercial properties substantially as presented in the Site Concept Plan, attached hereto as **Attachment No. 5** (respectively, the "**Residential and Commercial Properties**" and the "**Site Concept Plan**") and the Fireclay TOD Design Standards, the Murray Fireclay Area TOD Design Guidelines, and the Murray Fireclay Transportation Master Plan, copies of which are attached hereto as **Attachment No. 7** and incorporated herein by this reference (collectively, the "**Development Standards**"), at its own expense in accordance with the terms of this Agreement.

Construction of approximately 30,000 square feet of commercial space (the "**Commercial Space**"), as generally shown on the Site Concept Plan, is expected to be completed by December 31, 2018. If construction of the Commercial Space is not completed by December 31, 2018, then the Maximum Reimbursable Amount (defined below) shall be reduced in accordance with the provisions of Section 4.1, below.

2.2 Development of Residential and Commercial Properties

The Participant shall hire, plan, oversee, arrange, coordinate and supervise the acquisition and construction of the Residential and Commercial Properties as generally depicted on the Site Concept Plan attached as **Attachment No. 5**, which will include approximately 311 residential apartment units, and approximately 30,000 square feet of Commercial Space. For purposes of this Agreement, Commercial Properties and

Commercial Space shall mean properties and space designed for either office or retail use as the Participant shall determine. The Agency agrees to approve the Participant's plans for the development of the Residential and Commercial Properties substantially in accordance with the Concept Plan and Development Standards. Participant must comply with all provisions of the Murray City Municipal Code including obtaining appropriate approvals from the City's Planning and Zoning Commission. Nothing herein shall constitute a waiver of City requirements and approval. Prior to designing and constructing the Residential and Commercial Properties, however, the Participant shall be allowed to alter the mix of uses and densities thereof, provided that the overall development of the Site is consistent with the Redevelopment Plan, TOD Ordinance, the Concept Plan and Development Standards. Agency approval of detailed site plans and/or subdivision plats for all phases of the Project shall be required. Notwithstanding the foregoing, the Agency and the Participant agree that the apartment buildings constructed by Participant fronting Main Street and Fireclay Ave. shall have a minimum first floor to second floor height of 12 feet, and will be constructed in such a manner that the first floor space of said buildings can be converted to commercial space.

2.3 Extraordinary Costs.

The Parties agree that in connection with the development of the Site, Participant will incur extraordinary costs and that Participant should be partially reimbursed for such extraordinary costs through the payment by the Agency to the Participant of Participant's Tax Increment Share (defined below) as provided for in this Agreement. A list of the estimated extraordinary costs is set forth in **Attachment No. 2** (the "**Extraordinary Costs**"). Except for the payment by the Agency to the Participant of Participant's Tax Increment Share (defined below), at Participant's expense Participant shall hire, plan, oversee, arrange, coordinate and supervise the installation and construction of the Participant's project on the Site, including any items associated with the list of Extraordinary Costs in **Attachment No. 2**. Participant shall be entitled to partial reimbursement of the Extraordinary Costs listed in **Attachment No. 2** up to a maximum of TWO MILLION FOUR HUNDRED NINETY-EIGHT THOUSAND FIVE HUNDRED EIGHTY-EIGHT DOLLARS (\$2,498,588) (the "**Maximum Reimbursable Amount**"), plus interest as provided for in Section 2.7 below. The Maximum Reimbursable Amount is subject to and limited by the Participant's Tax Increment Share generated from the Site.

The potential extraordinary cost in the amount of approximately \$180,000 for burial of overhead electrical lines in connection with the subject development is not listed as a part of the Extraordinary Costs in **Attachment No. 2** because the Agency represents and the Parties understand that Murray City Power will bear the cost of burial of said overhead electrical lines. In the event Murray City Power does not pay or provide for the burial of the overhead electrical lines and that expense is incurred in whole or in part by Participant, then the Maximum Reimbursable Amount shall be increased by the cost incurred by Participant for the burial of the overhead electrical lines.

2.4 Responsibility for Development Plans and Permits

The Participant shall prepare and complete all plans for the acquisition and construction of the Residential and Commercial Properties, and such plans shall be in accordance with all applicable laws and regulations of the City. Before commencing construction at or development of the Site, the Participant shall secure or cause to be secured, at its own expense, any and all permits required in order to proceed with the development of the Site as contemplated herein.

2.5 Funding Responsibility

The Participant and the Agency understand and agree that, except as otherwise expressly provided herein, funding for the development of the Site and its related improvements shall come entirely from either the Participant's internal capital or from financing obtained by the Participant. The Agency shall not be liable or responsible for providing, obtaining, or guaranteeing such financing.

2.6 Tax Increment Financing

The Redevelopment Plan will be funded in part by tax increment financing pursuant to the provisions of the Act and the Project Area Budget, as adopted by the Agency and approved by the Taxing Entity Committee, as that term is defined in the Redevelopment Plan, a copy of which is attached hereto as **Attachment No. 8** and incorporated herein by this reference (the "**Project Area Budget**"). Under the Act and the Project Area Budget, the Agency is entitled to receive Tax Increment from the Project Area. For purposes of this Agreement, (a) "**Tax Increment**" shall mean the Taxes levied each year on the land within the Project Area and the improvements thereon in excess of the Base Tax Amount, which excess amounts are to be paid into a special fund of the Agency in accordance with the Act; (b) "**Taxes**" shall mean all levies on an ad valorem basis upon the land, real property improvements, personal property, or any other property, tangible or intangible (collectively, the "**Taxable Property**"); (c) the "**Base Tax Amount**" shall be the Taxes assessed against the Taxable Property within the Project Area as of November 1, 2004; and (d) "**Participant's Tax Increment Share**" shall mean fifty-four percent (54%) of the Tax Increment generated from any and all property within the Site and is paid to the Agency. The Parties agree that 46% of said Tax Increment generated from any and all property within the Site that is paid to the Agency shall be retained and used by the Agency as follows: (a) twenty percent (20%) for Housing; (b) twelve percent (12%) for Education Mitigation; (c) five percent (5%) for Agency administration costs and expenses; (d) five percent (5%) to reimburse the City for the Participant's share of the cost of infrastructure acquired, constructed, installed and financed by the City that benefits both the Site and the Project Area; and (e) four percent (4%) for Agency use for other eligible purposes.

In accordance with the Project Area Budget, the Agency shall be allowed to collect the Tax Increment generated by development within the Project Area over a period of twenty (20) years, commencing with tax year 2013. The Agency agrees that, unless otherwise agreed by the Parties in writing, the first year of the Agency's 20-year

tax increment collection period pursuant to the Project Area Budget shall be tax year 2013 and that the Agency will not trigger (commence) the taking of tax increment from the Project Area sooner than for tax year 2013.

2.7 Partial Reimbursement for Extraordinary Costs

The Agency agrees to partially reimburse the Participant for the Extraordinary Costs described in **Attachment No. 2** up to a maximum total reimbursement of TWO MILLION FOUR HUNDRED NINETY-EIGHT THOUSAND FIVE HUNDRED EIGHTY-EIGHT DOLLARS (\$2,498,588), the Maximum Reimbursable Amount, plus interest as set forth below, subject only to the limit provided herein with regard to the Participant's Tax Increment Share. The Agency is only required to pay to Participant the Participant's Tax Increment Share to the extent that tax increment is generated from the property within the Site and paid to the Agency, and such tax increment received by the Agency is the only funding source obligated under this Agreement. The Participant shall be reimbursed for the Extraordinary Costs up to the Maximum Reimbursable Amount, including interest on the unpaid balance thereof as provided in the following paragraph, from and to the extent of the Participant's Tax Increment Share. In no event shall the Agency be obligated to reimburse the Participant for Extraordinary Costs, including interest thereon as provided herein, from any source other than the Participant's Tax Increment Share.

2.7.1 Interest Payable to Participant

Until the Participant has been reimbursed for the Extraordinary Costs up to the Maximum Reimbursable Amount as provided herein, the Agency agrees to pay to the Participant, in addition to the Maximum Reimbursable Amount, from and to the extent of the Participant's Tax Increment Share, interest on the Maximum Reimbursable Amount at the rate of Prime plus 1% per annum, provided that the maximum of such interest amount paid to Participant shall not exceed \$1,600,000. For purposes of this Agreement "Prime" is defined as the current published prime interest rate of Wells Fargo Bank, N.A. Interest shall begin to accrue on the Extraordinary Costs from the date the first certificate of occupancy is issued by the City for an apartment building within the Site.

2.7.2 Participant Payment to Hamlet Development Corporation:

One of the Participant's Extraordinary Costs consists of Participant paying on behalf of the Agency the Agency obligation to Hamlet Development Corporation in the amount of \$353,366 plus interest at the rate of 5.25%, as provided below. The Agency agrees that in addition to the Maximum Reimbursable Amount, the Agency, from the Participant's Tax Increment Share, shall timely pay to Participant all amounts needed by Participant to timely pay to Hamlet Development Corporation the 5.25% interest obligation to Hamlet Development Corporation on the \$353,366 amount referred to below.

The Agency previously entered into a participation and development agreement with Hamlet Development Corporation (the “**Hamlet Participation Agreement**”) for the development of a portion of the Project Area that includes the Site which is now to be developed by Participant. In connection with Hamlet Development Corporation’s (“**Hamlet**”) previous development efforts, Hamlet incurred certain environmental remediation costs attributable or allocated to the Site in the amount of \$353,366 (“**Hamlet Site Environmental Cost Amount**”). Simultaneously with entering into this Agreement with Participant, the Agency and Hamlet shall enter into the Third Amendment to the Hamlet Participation Agreement substantially in the form set forth in **Attachment No. 9**, providing for (a) exclusion of the Site from the effect of the Hamlet Participation Agreement, (b) release of the Agency from any obligation to pay Hamlet the Hamlet Site Environmental Cost Amount, (c) Hamlet’s agreement to accept payment of the Hamlet Site Environmental Cost Amount through receipt of payments from Participant as provided in this Agreement (see below), and (d) the 20 year period of tax increment collection by the Agency to commence not sooner than tax year 2013.

Participant agrees that it shall pay to Hamlet fifty percent (50%) of Participant’s Tax Increment Share payments received by Participant from the Agency pursuant to this Agreement until Hamlet has been paid the Hamlet Site Environmental Cost Amount of \$353,366, with interest at 5.25% per annum. Such payments by Participant to Hamlet shall be made within 30 days of Participant’s receipt of payment of Participant’s Tax Increment Share by the Agency. The Parties expressly agree that Hamlet is an intended third party beneficiary of this provision only, i.e., with respect only to this obligation of Participant to pay Hamlet as set forth above in this paragraph.

2.7.3 Payment of Participant’s Tax Increment Share

The Agency shall pay to the Participant the Participant’s Tax Increment Share until the Participant has been reimbursed for the Extraordinary Costs up to the Maximum Reimbursable Amount hereunder (plus interest thereon as provided herein) or until the Agency is no longer entitled to receive Tax Increment from the Site under the Project Area Budget, whichever occurs first. The Agency agrees to pay the Participant annually the Participant’s Tax Increment Share within 30 days after the Tax Increment has been received by the Agency. The Agency expects to receive the Tax Increment for the Project Area on or before May 1 of each year to pay Participant’s Tax Increment Share.

The Agency may reimburse the Participant in full for the amounts due under this Agreement at any time, without penalty or premium. Payments to the Participant under this Agreement shall continue until the Participant has received the full amount of the Maximum Reimbursable Amount (plus interest thereon as provided herein), or until Tax Increment is no longer available from the Site to the Agency under the Project Area Budget, whichever occurs first.

2.8 Conditions Precedent to Reimbursement

The Agency shall have no obligation to reimburse the Participant from the Tax Increment received until the following conditions precedent are satisfied: (a) the Participant has prepared and delivered to the Agency a calculation of the interest due on the portion of the Maximum Reimbursable Amount that has not been reimbursed; and (b) the property taxes which generate Tax Increment within the Site are paid by the owners of the properties within the Site, including the Participant. In the event taxes are not paid on one or more properties within the Site, the portion of the Tax Increment attributable to such delinquent tax payments shall not be paid to the Participant until such taxes are paid. The Agency agrees to review all submittals and notify the Participant of any objections thereto within 15 days of receipt thereof.

2.9 Agency's Encumbrance of Tax Increment

The Agency agrees that the Agency shall not issue any bonds and other indebtedness that may be secured by the Tax Increment which are payable senior to or have priority over the obligation of the Agency to reimburse the Participant the Maximum Reimbursable Costs as provided in this Agreement.

3 Development of the Site

During the term of this Agreement, the Participant and the Agency hereby agree as follows:

3.1 Hold Harmless Agreement

The Participant hereby agrees to defend and hold the Agency and its directors, officers, agents, employees, and consultants harmless for any and all claims, liability, and damages arising out of any work or activity of the Participant, its agents or employees which is permitted pursuant to this Agreement.

3.2 Indemnification

The Participant agrees to and shall indemnify and hold the Agency and its directors, officers, agents, employees, and consultants harmless from and against all liability, loss, damage, costs, or expenses (including reasonable attorneys' fees and court costs) arising from or as a result of any accident, injury (including death), loss, or damage whatsoever, caused to any person or to the property of any person, resulting directly or indirectly from any acts or any errors or omissions of the Participant or any of its agents or employees in connection with the development of the Site as contemplated by this Agreement, except for willful misconduct or the negligent acts or omissions of the Agency or its directors, officers, agents, employees or consultants.

3.3 Discrimination

The Participant agrees that it will not unlawfully discriminate against any employee or applicant for employment, or any contractor or bidder on any contract, in connection with the development and construction of the Site.

3.4 Local, State and Federal Laws

The Participant shall develop the Site as contemplated in this Agreement in conformity with all applicable laws, including ordinances and regulations of the City; provided, however, that nothing herein shall limit the right of the Participant to properly challenge any such law or the applicability thereof.

3.5 City, County and Other Governmental Agency Permits

The Participant shall, at its own expense, secure or cause to be secured, any and all permits which may be required by the City, Salt Lake County or any other governmental agency or entity with jurisdiction over the Site and any development thereon.

3.6 Right of Access

Representatives of the Agency authorized and identified to the Participant in writing by the Agency shall have the right of reasonable access to the Site and to any and all improvements thereon for purposes of inspection, during regular weekday work hours, with reasonable prior notice and without charges or fees. All representatives of the Agency visiting the Site shall observe any reasonable rules adopted by the Participant for purposes of maintaining safety and security on the Site, including the requirement that all visitors be escorted by a manager or supervisor of the Participant at all times. The Agency agrees to and shall indemnify and hold the Participant harmless from and against all liability, loss, damage, costs, or expenses arising from or as a result of any accident, injury (including death), loss or damage whatsoever caused to any person or the property of any person which shall occur as a result of or arising from Agency representatives' entry upon or activities on the Site, except that this indemnity shall not apply to proportional negligence or willful misconduct of the Participant or its agents or employees.

4 Defaults, Remedies and Termination

4.1 Failure to Complete Construction of Commercial Space by December 31, 2018.

If Participant fails to complete construction of the Commercial Space by December 31, 2018, then the Maximum Reimbursable Amount of \$2,498,588 shall be reduced by 25% (i.e., reduced by \$624,647) and the new or adjusted Maximum Reimbursable Amount under this Agreement shall be \$1,873,941; PROVIDED THAT, if

after said reduction in the Maximum Reimbursable Amount the construction of the Commercial Space is completed within four (4) years after said reduction, then the Maximum Reimbursable Amount shall be increased or restored according to the following schedule:

If construction of the Commercial Space is completed within one (1) year of the reduction, then 100% of the reduction, or \$624,647 shall be restored and the new adjusted Maximum Reimbursable Amount under this Agreement shall be \$2,498,588;

If construction of the Commercial Space is completed within two (2) years of the reduction, then 75% of the reduction, or \$468,485 shall be restored and the new adjusted Maximum Reimbursable Amount under this Agreement shall be \$2,342,426;

If construction of the Commercial Space is completed within three (3) years of the reduction, then 50% of the reduction, or \$312,324 shall be restored and the new adjusted Maximum Reimbursable Amount under this Agreement shall be \$2,186,265;

If construction of the Commercial Space is completed within four (4) years of the reduction, then 25% of the reduction, or \$156,152 shall be restored and the new adjusted Maximum Reimbursable Amount under this Agreement shall be \$2,030,103;

If construction of the Commercial Space is completed more than four years after the reduction, or is not completed, then there shall be no amount restored and the adjusted Maximum Reimbursable Amount shall remain as previously reduced, at \$1,873,941.

4.2 Other Default

Except for failure or delay of performance of the Participant as described in Section 4.1 above, if either the Agency or the Participant otherwise fails to perform or delays performance of any term or provision of this Agreement, such conduct shall constitute default hereunder. The party in default must immediately commence to cure, correct, or remedy such failure or delay and shall complete such cure, correction, or remedy within the periods provided in Section 4.3 hereof.

4.3 Notice

If a default under this Agreement occurs, the non-defaulting party shall give written notice of the default (a "Default Notice") to the party in default, specifying the nature of the default. Failure or delay in giving a Default Notice shall not constitute a waiver of any default, nor shall it change the time of default, nor shall it operate as a waiver of any rights or remedies of the non-defaulting party; but the non-defaulting party shall have no right to exercise any remedy hereunder without delivering the Default Notice as provided herein. Delays by either party in asserting any right or remedy hereunder shall not deprive either party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert, or enforce any such rights or remedies.

4.3 Cure Period

The non-defaulting party shall have no right to exercise a right or remedy hereunder unless the subject default continues uncured for a period of thirty (30) days after delivery of the Default Notice with respect thereto or, where the default is of a nature which cannot be cured within such thirty (30) day period, the defaulting party fails to commence such cure within thirty (30) days and to diligently proceed to complete the same. A default which can be cured by the payment of money is understood and agreed to be among the types of defaults which can be cured within thirty (30) days. If the defaulting party does not cure or, if the default is of a nature which cannot be cured within thirty (30) days, commence to cure the default in within thirty (30) days of delivery of the Default Notice, such failure to cure shall be an Event of Default, and the non-defaulting party, at its option, may institute an action for specific performance of the terms of this Agreement or pursue such other rights and remedies as it may have.

4.3.1 Rights and Remedies

Upon the occurrence of an Event of Default, the non-defaulting party shall have all rights and remedies against the defaulting party as may be available at law or in equity to cure, correct, or remedy any default, to terminate this Agreement, to obtain specific performance, to recover damages for any default, or to obtain any other remedy consistent with the purposes of this Agreement. Such rights and remedies are cumulative, and the exercise of one or more of such rights or remedies shall not preclude the exercise, at the same or different times, of any other rights or remedies for the same default or any other default by the defaulting party.

4.3.2 Legal Actions

a. Venue

All legal actions must be instituted in the Third District Court for the State of Utah, unless they involve a case with mandatory federal jurisdiction, in which case they must be instituted in the Federal District Court for the District of Utah.

b. Services of Process

Service of process on the Agency shall be made by personal service upon the City Recorder and Chair of the Agency Board.

Service of process on the Participant shall be by personal service upon its Registered Agent, or in such other manner as may be provided by law.

c. Applicable Law

The laws of the State of Utah shall govern the interpretation and enforcement of this Agreement.

5 General Provisions

5.1 Notices, Demands, and Communications Among the Parties

Notices, demands, and communications between the Agency and the Participant shall be sufficiently given if personally delivered or if dispatched by registered or certified mail, postage prepaid, return receipt requested, to the principal offices of the Agency and the Participant, as designated in Section 1.5 hereof. Such written notices, demands, and communications may be sent in the same manner to such other addresses as either party may from time to time designate by mail in the form and by the methods provided in this Section 5.1. Delivery shall be deemed complete upon the mailing or making physical delivery of the writing containing the notice, demand or communication.

5.2 Severability

In the event that any condition, covenant or other provision herein contained is held to be invalid or void by a court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect any other condition, covenant or provision herein contained unless such severance shall have a material effect on the terms of this Agreement. If such condition, covenant or other provision shall be deemed invalid due to its scope, all other provisions shall be deemed valid to the extent of the scope or breadth permitted by law.

5.3 No liability of Agency Officials and Employees

No director, officer, agent, employee, or consultant of the Agency shall be personally liable to the Participant in the event of any default or breach by the Agency or for any amount which may become due to the Participant or on any obligations under the terms of this Agreement.

5.4 Enforced Delay; Extension of Time and Performance

In addition to the specific provisions of this Agreement, neither party shall be deemed to be in default hereunder when it fails to perform or delays performance of any term or provision of this Agreement due to war, insurrection, strikes, lock-outs, riots, floods, earthquakes, fires, casualties, acts of God, acts of a public enemy, epidemics, quarantine restrictions, freight embargoes, lack of transportation, governmental restrictions or priority, litigation, unusually severe weather, inability to secure necessary labor, materials or tools, delays of any contractor, subcontractor or suppliers, acts of the other party, acts or failure to act of the Agency or any other public or governmental entity or any other causes beyond the control or without the fault of the party claiming an extension of time to perform. An extension of time to perform shall be granted as a result of any of the foregoing causes, which extension shall be for the period of the forced delay and shall run from the time of the commencement of the cause, if notice is sent by the party claiming such extension to the other party within thirty (30) days of actual knowledge of the commencement of the cause. Time of performance under this

Agreement may also be extended in writing by the Agency and the Participant by mutual agreement.

5.5 Approvals

Whenever the consent or approval is required of any party hereunder, such consent or approval shall not be unreasonably withheld or delayed except as otherwise specifically provided herein.

5.6 Time of the Essence

Time shall be of the essence of this Agreement.

5.7 Interpretation

The parties hereto agree that they intend by this Agreement to create only the contractual relationship established herein, and that no provision hereof, or act of either party hereunder, shall ever be construed as creating the relationship of principal and agent, or a partnership, or a joint venture or enterprise among the parties hereto.

5.8 No Third-Party Beneficiaries

It is understood and agreed that, except where specifically provided, this Agreement shall not create in either party hereto any independent duties, liabilities, agreements, or rights to or with any third party, nor does this Agreement, except where specifically provided, contemplate or intend that any of the benefits hereunder should accrue to any third party.

5.9 Effect and Duration of Covenants; Term of Agreement

The covenants contained in this Agreement shall, without regard to technical classification and designation, bind the Participant, excluding for this purpose purchasers of individual residential units or commercial space within the Site or a lessee thereof. This Agreement is assignable as provided above in Section 1.6. The covenants contained in this Agreement shall inure to the benefit of and in favor of the Agency during the term of this Agreement. Except as otherwise provided herein, the term of this Agreement shall run from the date hereof until the date on which the Agency has reimbursed the Participant in full for the Maximum Reimbursable Amount, plus interest thereon until paid, as provided in this Agreement.

6 Entire Agreement, Waivers and Amendments

6.1 This Agreement may be executed in duplicate originals, each of which shall be deemed an original. This Agreement, including all attachments hereto, constitutes the entire understanding and agreement of the parties.

6.2 When executed by both parties, this Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between or among the parties with respect to all or any part of the Site and the development thereof.

6.3 All waivers of the provisions of this Agreement must be in writing. This Agreement and any provisions hereof may be amended only by mutual written agreement by the Participant and the Agency.

[SIGNATURE PAGES FOLLOW]

SIGNATURE PAGES TO PARTICIPATION AND DEVELOPMENT AGREEMENT, dated as of September 9, 2011.

Redevelopment Agency of Murray City

By: Alan V. Stamm
Chair

Attest:

By: B. Tim Tingey
Executive Director of the Redevelopment Agency of Murray City



Approved as to the availability of funds
Murray City Finance Division
Kat Wilson
Budget Officer

Parley's Partners, LLC

By: David Bevan
David Bevan, Managing Member

Attest:

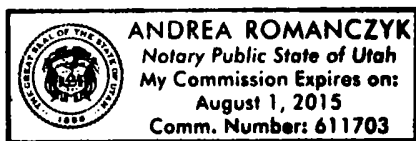
By: Hopper Knowlton III
Hopper Knowlton, III
Its: Manager

APPROVED AS TO FORM

[Signature]
Murray City Attorneys Office

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

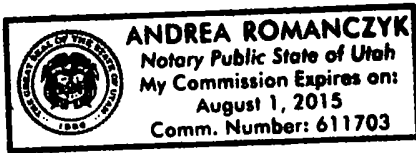
In the County of Salt Lake, State of Utah, on this 9 day of September 2011, before me, the undersigned notary, personally appeared David Bevan and Tim Tingey ^{Damen Stamm} Hopper Knowlton III, the Chair and the Director, respectively, of the Redevelopment Agency of Murray City, Utah, who are personally known to me or who proved to me their identities through documentary evidence to be the persons who signed the preceding document in my presence and who swore or affirmed to me that their signatures are voluntary.

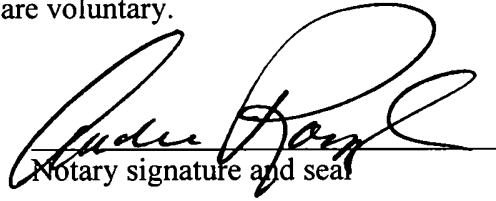


[Signature]
Notary signature and seal

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

In the County of Salt Lake, State of Utah, on this 9 day of September, 2011, before me, the undersigned notary, personally appeared David Bevan and Hooper Knowlton, III, the Managing Member and Manager, respectively, of Parley's Partners, LLC, a Utah limited liability company, who are personally known to me or who proved to me their identities through documentary evidence to be the persons who signed the preceding document in my presence and who swore or affirmed to me that their signatures are voluntary.




Notary signature and seal

Attachment No. 1

Legal Description of the Site

Beginning at a point on the North line of Fireclay Avenue, said point being West 33 feet, North 194.7 feet, and South 89°43'00" West 323.74 feet from the Southeast corner of Lot 15, Block 9, 10 Acre Plat "A", Big Field Survey, and running thence North 0°05'30" East 219.96 feet; thence North 89°43'36" East 100 feet, thence North 0°05'30" East 355 feet more or less to the centerline of Big Cottonwood Creek; thence Northwesterly along the center of said creek 507 feet more of less to the East Line of Main Street, thence South 0°15'54" West 626 feet more of less to said North line of Fireclay Avenue; thence North 89°43'00" East 398.25 feet to the point of beginning. Contains: 6.208 acres, more or less. Including Area Parcel Numbers (APN):

APN 22-06-103-011;

APN 22-06-103-012;

APN 22-06-103-013;

The Site is subject to a previously established conservation easement area consisting of approximately .75 acres, the boundaries of which are described as follows:

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE FUTURE EASTERLY RIGHT OF WAY LINE OF MAIN STREET, SAID POINT OF BEGINNING IS N00°30'11"E 561.19 FEET AND EAST 42.37 FEET FROM A MONUMENT AT THE INTERSECTION OF MAIN STREET AND FIRECLAY AVENUE, SAID MONUMENT BEING N00°07'44"E 1094.38 FEET ALONG THE SECTION LINE AND EAST 23.42 FEET FROM THE WEST QUARTER CORNER OF SECTION 6, TOWNSHIP 2 SOUTH, RANGE 1 EAST SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE N00°02'23"W 75.64 FEET TO THE CENTERLINE OF BIG COTTONWOOD CREEK; THENCE ALONG SAID CENTERLINE THE FOLLOWING TWO COURSES: (1) S76°01'54"E 145.23 FEET; (2) S88°08'34"E 346.32 FEET; THENCE S00°19'47"W 58.18 FEET; THENCE WEST 364.83 FEET; THENCE NORTHWESTERLY 38.69 FEET ALONG THE ARC OF A 130.00 FOOT RADIUS CURVE TO THE RIGHT (CHORD BEARS N81°28'30"W 38.54 FEET); THENCE N72°57'00"W 63.68 FEET; THENCE NORTHWESTERLY 23.34 FEET ALONG THE ARC OF A 110.00 FOOT RADIUS CURVE TO THE LEFT (CHORD BEARS N79°01'45"W 23.30 FEET) TO THE POINT OF BEGINNING.

CONTAINS 32,714 SF OR 0.75 ACRES.

Attachment No. 2

List of Extraordinary Costs Estimates

1. Public Right-of-Way Related Expenses \$ 485,299

(Costs related to Main Street, Gilbride Ave., Fireclay Ave. and Fireclay Ave. access, for water, sewer, storm drain, electrical, concrete, paving, Site access and landscaping improvements.)

2. Environmental Consulting and Remediation \$ 75,000

(Work plan for environmental remediation and construction for environmental remediation, relating to the Site)

3. Structured Parking \$4,663,816

(First parking structure cost alone is \$2,331,908)

4. Payments to Hamlet Development Corporation \$ 353,366*

*Plus amounts sufficient to pay accrued interest on the \$353,366 to Hamlet Development Corporation at the rate of 5.25% per annum

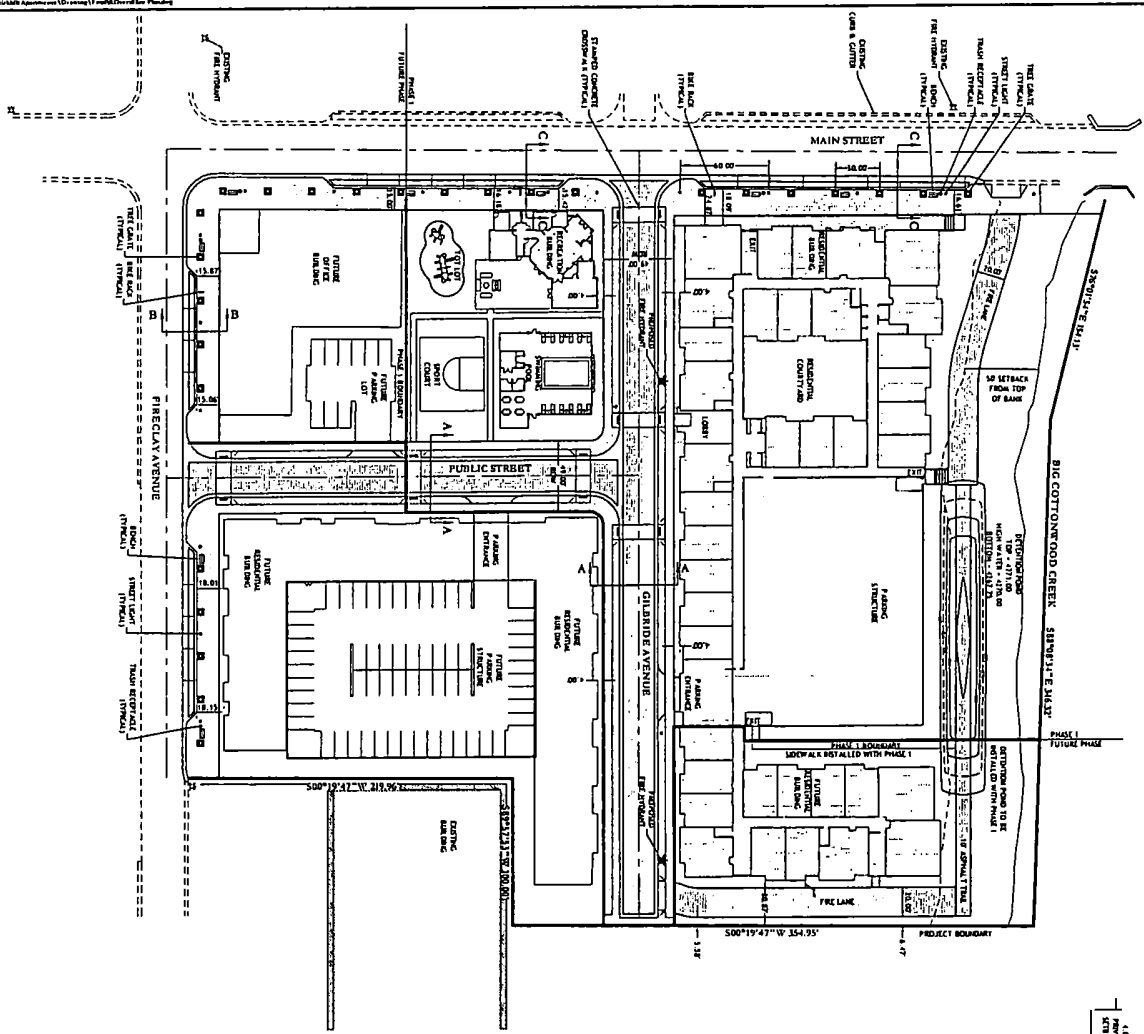
TOTAL EXTRAORDINARY COSTS ESTIMATES \$5,577,481**

**Plus amounts sufficient to pay accrued interest on the \$353,366 to Hamlet Development Corporation at the rate of 5.25% per annum

[MAXIMUM REIMBURSABLE AMOUNT TO PARTICIPANT PURSUANT TO PARTICIPATION AGREEMENT IS \$2,498,588, plus interest at Prime plus 1%]

Attachment No. 3

Redevelopment Plan



PHASE 1 PARKING SUMMARY

UNIT TYPE	UNIT MAX	PERCENT
1 Bedroom	97	7.1%
2 Bedroom	35	1.8%
3 Bedroom	15	1.1%
Total	137	100%

PARKING REQUIRED

LOCATIONS	UNITS	SPACES
1,175 spaces per 1 BR	97	110
1,175 spaces per 2 BR	35	29
1,400 spaces per 3 BR	15	21
Total Required		160

PARKING AVAILABLE

LOCATION	SPACES
Public Structure	237
On Street Parking	13
Total Available	249

PHASE 1 AREA SUMMARY

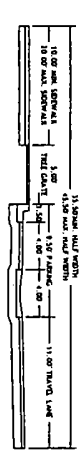
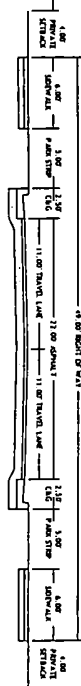
STRUCTURES	SF	ACRES
Building A Footprint	30,608	0.70
Recreation Building Footprint	3,803	0.09
Parking Structure Footprint	20,576	0.47
Total Building Coverage	54,987	1.26

TOTAL AREA

LOCATION	SF	ACRES
Phase 1	149,402	3.43
Public ROW	-35,047	-0.80
Total Building Coverage	-54,987	-1.26
Building and ROW Coverage	-90,034	-2.07
Total Open Space	59,418	1.36
Total Open Space Percentage		39.8%

PROJECT AREA BY PHASE

PHASE	PARCEL	SF	ACRES
1	Lot 1	97,012	2.14
	Lot 5	21,393	0.48
2	Main St ROW	4,807	0.09
	Public Street ROW	24,351	0.56
3	Public Street ROW	6,889	0.15
	Sub-T total	149,402	3.43
4	Lot 2	31,539	0.72
	Sub-T total	31,539	0.72
5	Public Street ROW	51,965	1.14
	Sub-T total	6,188	0.11
6	Lot 4	4,536	0.11
	Main St ROW	64,278	1.48
7	Public Street ROW	20,050	0.46
	Sub-T total	1,172	0.03
8	Fireclay ROW	3,728	0.07
	Sub-T total	24,440	0.56
Project Total		270,240	4.20



700 East 1200 South Salt Lake City, UT 84143-3004
(801) 281-7244 www.edmengineers.com



SCALE: 1" = 40'
DEVELOPER:
Public Property of City of Salt Lake
372 E. Parkway Dr., Suite 100
Salt Lake City, UT 84143
(801) 582-2347

NOTES:

**PRELIMINARY
NOT FOR
CONSTRUCTION**

**Birchhill Apartments
4250 South Main ST**
Overall Site Plan

PROJECT NO. 2011-01
DATE: May 17, 2011
SHEET NUMBER: **0-1**

Attachment No. 4

Murray City Ordinance No.05-32, Adopting the Redevelopment Plan

9570584
 12/22/2005 11:53 AM #0.00
 Book - 9225 Pg - 1597-1604
 GARY M. COTT
 RECORDER, SALT LAKE COUNTY, UTAH
 MURRAY CITY
 PO BOX 57520
 MURRAY UT 84157-0520
 COUNTY CLERK DEPUTY - 91 8 P.

ORDINANCE NO. 05-32

AN ORDINANCE DESIGNATING THE FIRECLAY PROJECT AREA
 PLAN AS THE OFFICIAL REDEVELOPMENT PLAN FOR THE
 FIRECLAY PROJECT AREA. *By: ZJM*

PREAMBLE

UTAH CODE ANN. Title 17B, Chapter 4 - the Redevelopment Agencies Act (the "Act") was created to encourage economic growth and eliminate blight within municipal jurisdictions. The Redevelopment Agency of Murray City adopted the Fireclay Project Area Plan, a copy of which is attached, by resolution in accordance with Section 17B-4-407 of the Act. The creation of the Fireclay Redevelopment Project Area and application of the Fireclay Project Area Plan is in the best interest of the City.

BE IT ENACTED BY THE MURRAY CITY MUNICIPAL COUNCIL as follows:

Section 1. Purpose. The purpose of this ordinance is to designate the Fireclay Project Area Plan, a copy of which is attached, as the official redevelopment plan for the Fireclay Project Area.

Section 2. Enactment. The Fireclay Project Area Plan, a copy of which is attached, is hereby designated as the official redevelopment plan of the Fireclay Project Area, more particularly described as follows:

Parcel of land located in Murray City part of section 6 of Township 2 South, Range 1 East, and Section 1 of Township 2 South Range 1 West Salt Lake Meridian beginning at a point being S 0E38'55" W 958.26 feet, from the northwest corner of said section 6; thence S 84E39'13" E 273.10 feet; thence S 88d40'18" E 330.77 feet; thence S 0d42'9" E 361.55 feet; thence S 89E50'12" E 219.25 feet to the west ROW line of State Street; thence along said State Street ROW line S 0E13'40" W 1478.64 feet to the north ROW line of 4500 South; thence along said 4500 South ROW line N 89E57'59" W 632.76 feet; thence N 84E20'47" W 820.98 feet; thence S 89E17'23" W 776.38 feet to the intersection of 4500 South and the eastern line of the Union Pacific Railroad ROW; thence along said UP Railroad Row line N 3E23'6" W 712.30 feet; thence N 6E6'33" W 1122.88 feet to the south line of the Big Cottonwood Creek; thence along said ROW line of the Big Cottonwood Creek S 80E45'0" E 360.44 feet; thence N 6E28'37" W 52.08 feet; thence N 82E31'0" E 162.45 feet; thence S 88E49'41" E 169.60 feet; thence S 72E16'49" E 49.08 feet to the western ROW line of TRAX; thence along said ROW line S 9E29'34" E 540.40 feet; thence S 0E24'34" W 87.44 feet; thence across said TRAX ROW S 81E12'19" E 61.73 feet; thence along the said TRAX east ROW line N 3E25'10" W 226.34 feet; thence N 9E28'20" W 394.10 feet; thence N

8E51'22" W 328.63 feet to the southern ROW line of the Big Cottonwood Creek; thence along said Big Cottonwood Creek ROW line S 74E36'46" E 694.86 feet; thence S 47E7'39" E 216.05 feet to the point of beginning containing approximately 97.48 Acres.

Section 3. Filing. Copies of the Fireclay Project Area Plan shall be filed and maintained in the office of the City Recorder for public inspection.

Section 4. Effective Date. This Ordinance shall take effect upon first publication.

PASSED, APPROVED AND ADOPTED by the Murray City Municipal Council on this 13th day of September, 2005.

MURRAY CITY MUNICIPAL COUNCIL

Krista K. Dunn

Krista K. Dunn, Chair

ATTEST:

Carol Heales

Carol Heales
City Recorder



Transmitted to the Office of the Mayor of Murray City on this 19th day of September, 2005.

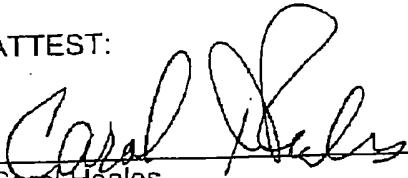
MAYOR'S ACTION: Approved

DATED this 29th day of September, 2005.

Daniel C. Sharr

Daniel C. Sharr, Mayor

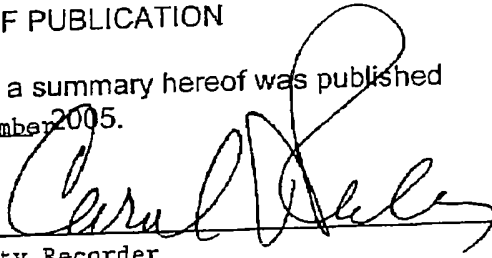
ATTEST:



Carol Heales
City Recorder

CERTIFICATE OF PUBLICATION

I hereby certify that this Ordinance or a summary hereof was published according to law on the 22nd day of September 2005.



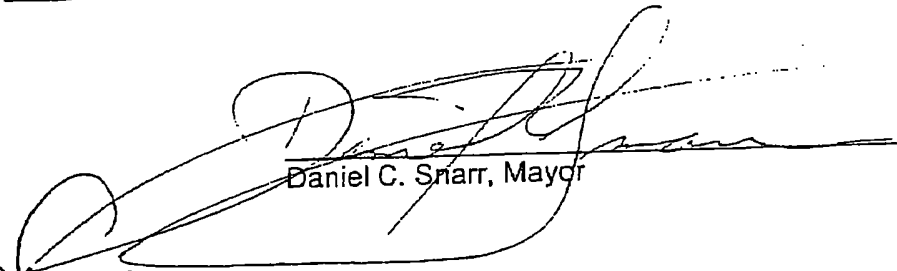
City Recorder




Transmitted to the Office of the Mayor of Murray City on this 27th day of September 2005.

MAYOR'S ACTION: Approved

DATED this 30th day of September, 2005.


Daniel C. Snarr, Mayor

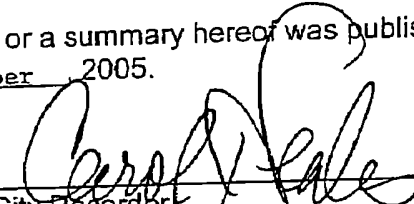
ATTEST:



Carol Heales
City Recorder

CERTIFICATE OF PUBLICATION

I hereby certify that this Ordinance or a summary hereof was published according to law on the 4th day of October, 2005.



City Recorder

Attachment No. 5

Site Concept Plan

The Kendall Group
 2725 E. Penton Way
 Suite 120
 Salt Lake City, UT 84109

BIRK HILL APARTMENTS

Murray, Utah

1st City submitted:
 UTRC Application:
 Client Submitted:

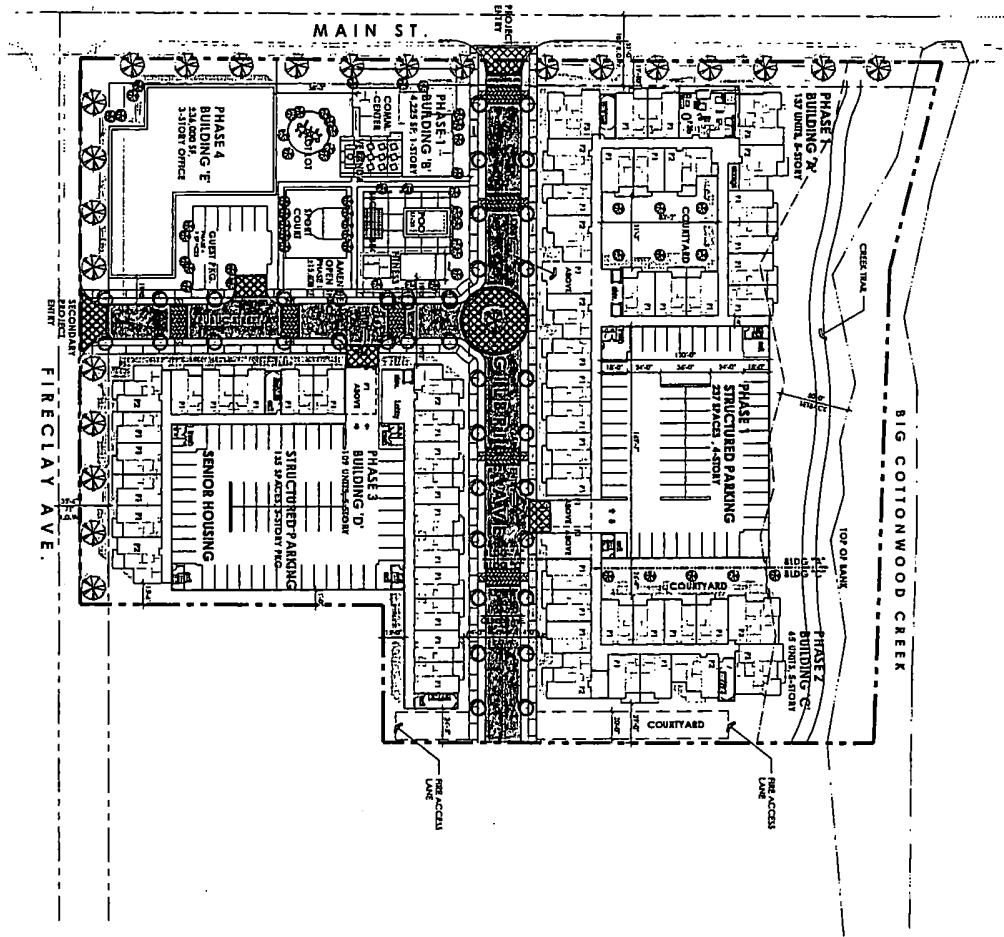
Sept. 21, 2010
 Sept. 21, 2010
 Oct. 6, 2010

Architectures Planning
 7733 Ocean Ave., Suite 350
 Santa Monica, CA 90401
 310.394.2673
 k18y.com



SCALE 1" = 40'-0"

CONCEPTUAL SITE PLAN



SITE ANALYSIS - BIRK HILL APARTMENTS

SITE SUMMARY:

Green Building Area	6,289 sq. ft.	319,428 sq. ft.
Net Developable Area	1,212 ac.	164,712 sq. ft.
Total Urban Green Density	311 sq. ft./ac.	50.1 sq. ft./ac.
1. 100% Green Density	72.1 sq. ft./ac.	
4. 100% Green Density	1,000 sq. ft./ac.	

DWELLING UNIT & PARKING SUMMARY:

Building	1BR	2BR	3BR	4BR	Total
Building 1	100	0	0	0	100
Building 2	100	0	0	0	100
Building 3	100	0	0	0	100
Building 4	100	0	0	0	100
Total	400	0	0	0	400

Structure Footprint	2,214 sq. ft.	112,209 sq. ft.
Building Coverage Footprint	20,028 sq. ft.	184,712 sq. ft.
Building X	13,981 sq. ft.	
Building Y	23,624 sq. ft.	
Building Z	21,200 sq. ft.	
Building E	8,123 sq. ft.	
Total	66,932 sq. ft.	

Building X	13,981 sq. ft.	
Building Y	23,624 sq. ft.	
Building Z	21,200 sq. ft.	
Building E	8,123 sq. ft.	
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Total	66,932 sq. ft.	

Attachment No. 6

Murray Fireclay Transit-Oriented Development Zoning Ordinance

CHAPTER 17.168

TRANSIT ORIENTED DEVELOPMENT DISTRICT TOD

SECTION:

- 17.168.010: Purpose
 17.168.020: TOD Boundaries
 17.168.030: Municipal Council Adopts
 TOD Guidelines;
 Conformance With
 Requirements
 17.168.040: Definitions
 17.168.050: Uses
 17.168.060: Area, Width, Frontage And
 Yard Regulations
 17.168.070: Height Regulations
 17.168.080: First Floor Requirements
 17.168.090: Parking Regulations
 17.168.100: Loading And Service Areas
 17.168.110: Buildings And Lots That
 Straddle The TOD
 Boundary
 17.168.120: Open Space
 17.168.130: Access Improvements
 17.168.140: Obtaining Building Permit

17.168.010: **PURPOSE:**

The purpose of a transit oriented development district (TOD) is to encourage pedestrian oriented design, promote development and protect the public health, safety and welfare by preserving the unique character of existing areas for future use and development. The TOD encourages compact, mixed use development near transit stops. Carefully planned mixed uses, including neighborhood oriented commercial and restaurant space, provide increased opportunities for transit and pedestrian activity. It is established to preserve and encourage

the pedestrian character of commercial areas and to promote street life and activity by regulating building orientation and design and accessory parking facilities while prohibiting certain high impact and automobile oriented uses. A TOD is facilitated by site and community design standards that:

- A. Encourage high quality, compact development and increase the number of residents and workers within walking distance of transit opportunities;
- B. Encourage a mix of high quality residential, office, commercial, live-work, open space, entertainment, recreation, public and institutional land uses;
- C. Revitalize areas proximate to transit stations;
- D. Improve the urban design in the area;
- E. Encourage active community life within a framework of attractive and welcoming buildings and usable open spaces;
- F. Coordinate the urban design and streetscape elements in order to create a distinct visual quality for the area;
- G. Manage parking and access in a manner that enhances pedestrian safety, pedestrian mobility and quality urban design;
- H. Efficiently use public and private resources by reducing parking require-

ments for development in close proximity to a transit stop;

- I. Provide incentives for structured parking, new roads and public open spaces to enhance the design and function of the built environment;
- J. Encourage a safe, attractive and comfortable environment for the pedestrian and bicyclist by providing public open spaces, public pedestrian walkways, wide sidewalks, bike lanes, street furniture, pedestrian scale lighting, street trees and other appropriate amenities. (Ord. 07-36 § 2)

17.168.020: TOD BOUNDARIES:

The TOD is centered in the Fireclay area around the TRAX light rail Murray North Station and is bounded by Big Cottonwood Creek on the north, fifteen feet (15') east of Main Street on the east, 4500 South Street on the south, and the D&RGW (Union Pacific) railroad tracks on the west. (Ord. 07-36 § 2)

17.168.030: MUNICIPAL COUNCIL ADOPTS TOD GUIDELINES; CONFORMANCE WITH REQUIREMENTS:

The Murray City municipal council shall adopt TOD guidelines. Property located within the TOD shall be developed in conformance with the provisions set forth herein and with the TOD guidelines. For purposes of this chapter, landscaping requirements and encroachment allowances shall be governed by the TOD guidelines. All uses shall meet the requirements and standards set forth in this chapter. (Ord. 07-36 § 2)

17.168.040: DEFINITIONS:

For purposes of this chapter, the following terms shall be defined as follows:

DEVELOPMENT PARCEL: A lot or contiguous lots under the control of a single development entity.

PRINCIPAL STREET: A collector or arterial street, including Main Street and Fireclay Avenue.

RENOVATION: Physical modification to a building that involves the entire building or has a substantial visual impact on the building or the surroundings. By way of illustration, renovation includes, without limitation, overall building design, exterior facades, site landscape and parking. (Ord. 07-36 § 2)

17.168.050: USES:

- A. A use not specifically designated is prohibited. The inclusion of a major heading includes all subcategories listed under the major heading unless otherwise excepted. For example, listing 6900 miscellaneous service organizations includes all categories and subcategories listed from 6910 through 6999.

- B. The following uses are permitted in the TOD:

<u>Use No.</u>	<u>Use Classification</u>
1100	Household units (excepting 1110).
1240	Retirement homes.
1300	Residential hotels and apartment hotels.

<u>Use No.</u>	<u>Use Classification</u>	<u>Use No.</u>	<u>Use Classification</u>
1511	Hotels.	5310	Department stores.
4100	Railroad, rapid rail transit, and street railway transportation.	5320	Mail order houses (no loading dock; deliveries and shipping only by van or small truck during normal business hours).
4210	Bus transportation (except 4214 and 4215).	5330	Variety stores.
4210	Commercial parking lots and garages on a fee basis (except surface parking lots not associated with a permitted use).	5350	Direct selling organizations (no loading dock; deliveries and shipping only by van or small truck during normal business hours; no outside storage).
4601	No fee parking lots and garages (except surface parking lots not associated with a permitted use).	5390	General merchandise.
4710	Telephone communications (except 4712).	5400	Food stores.
4730	Radio communications.	5600	Apparel and accessories.
4740	Television communications.	5810	Eating places (except 5813; no drive-through sales).
4750	Radio and television communications, combined.	5910	Drug and proprietary.
4760	Recording and sound studios.	5920	Liquor, package (state store).
4800	Utilities (offices, lines and right of way only; except 4812, 4813, 4822, 4823, 4832, 4842, 4843, 4845, 4850, 4861, and 4874).	5930	Antiques and secondhand merchandise (except 5935, 5938 and 5939 - construction materials).
4920	Transportation services and arrangements (with no more than 5 employees in no more than 2,500 square feet; no loading dock; deliveries and shipping only by van or small truck during normal business hours; no odors; no outside storage).	5940	Books, stationery, art, and hobby supplies.
		5950	Sporting goods, bicycles, and toys.
		5969	Garden supplies.
		5970	Jewelry.
		5990	Miscellaneous retail trade.

<u>Use No.</u>	<u>Use Classification</u>	<u>Use No.</u>	<u>Use Classification</u>
6100	Finance, insurance, and real estate services (except 6112, 6123, 6124, 6141 - surety bail bonding only).	6390	Business services (office only, except 6394 and 6397).
6213	Dry cleaning (in no more than 7,500 square feet; no outside storage).	6420	Electrical appliance repair and service (except 6421 and 6426; in no more than 5,000 square feet; no outside storage).
6216	Self-service laundries.	6493	Watch, clock, jewelry repair, engraving.
6218	Rug cleaning and repair (in no more than 7,500 square feet; no outside storage).	6496	Locksmiths and key shops.
6220	Photographic services.	6498	Saw, knife, lawn mower and tool sharpening (in no more than 5,000 square feet; no outside storage).
6230	Beauty and barber services.	6499	Miscellaneous small item repair (in no more than 5,000 square feet; no outside storage).
6241	Funeral home.	6500	Professional services (office only, except 6513 and 6516).
6250	Apparel repair, alteration, and cleaning, shoe repair services (except 6256).	6700	Governmental services (except 6714, 6740, 6750, and 6770).
6290	Personal services (except 6293, 6294).	6800	Educational services.
6310	Advertising services (office only; no outside storage; no billboards).	6900	Miscellaneous service organizations.
6320	Consumer credit reporting services.	7100	Cultural activities and nature exhibitions (except 7124).
6330	Duplicating, mailing, stenographic, and office services.	7210	Entertainment assembly (except 7213).
6340	Dwelling and building services (office only, except 6342, 6345).	7220	Sports assembly (except 7223 and 7224).
6350	News syndicate services (office only).		
6360	Employment services.		

<u>Use No.</u>	<u>Use Classification</u>
7230	Public assembly.
7391	Penny arcades and other coin operated amusements.
7395	Card rooms.
7396	Dance halls, ballrooms (includes dance clubs).
7397	Billiard and pool halls.
7399	Astrologers, bicycle rental, fortune tellers, tourist guides, phrenologist (office only).
7413	Tennis courts.
7414	Ice skating.
7417	Bowling alleys.
7420	Playgrounds and athletic areas.
7425	Athletic clubs, bodybuilding studios.
7432	Swimming pools and schools.
7451	Archery range (indoor only).
7492	Picnic areas.
7600	Parks (public and private).
8221	Veterinarian services (completely enclosed within a building; no overnight boarding).
8224	Pet grooming (completely enclosed within a building; no overnight boarding).

- C. A development parcel may have more than one main building.
- D. The following accessory structures and buildings, which are customarily used in conjunction with and are incidental to the principal uses and structures, are permitted:
 1. Parking structures, and
 2. Other accessory buildings which do not in aggregate have a footprint greater than twenty five percent (25%) of the footprint of the main buildings on a development parcel.
- E. More than one permitted use may be located on a development parcel and within a building.
- F. The following uses and structures are permitted in the TOD only after a conditional use permit has been approved by the planning commission and subject to the terms and conditions thereof:

<u>Use No.</u>	<u>Use Classification</u>
1210	Rooming and boarding houses.
1515	Transient apartments rented by day or week.
2000	Manufacturing industries (handwork trades only with no more than 5 employees in no more than 2,500 square feet; no loading dock; deliveries and shipping only by van or small truck during normal business hours; no odors; no outside storage).

<u>Use No.</u>	<u>Use Classification</u>
3220	Glass and glassware (pressed or blown; handwork trades only with no more than 5 employees in no more than 2,500 square feet; no loading dock; deliveries and shipping only by van or small truck during normal business hours; no odors; no outside storage).
3250	Pottery and related products (excepting 3251 and 3255; handwork trades only with no more than 5 employees in no more than 2,500 square feet; no loading dock; deliveries and shipping only by van or small truck during normal business hours; no odors; no outside storage).
3500	Professional, scientific, and controlling instruments; photographic and optical goods; watches and clocks (handwork trades only with no more than 5 employees in no more than 2,500 square feet; no loading dock; deliveries and shipping only by van or small truck during normal business hours; no odors; no outside storage).
3900	Miscellaneous manufacturing (handwork trades only with no more than 5 employees in no more than 2,500 square feet; no loading dock; deliveries and shipping only by van or small truck during normal business hours; no odors; no outside storage).

<u>Use No.</u>	<u>Use Classification</u>
5100	Wholesale trade (excepting 5110, 5120, 5150, 5162, 5169, 5170, 5181, 5182, 5185, 5191, 5192, 5193, 5198, 5199 - firearms and ammunition, charcoal, livestock and poultry feed, farm supplies, hay; with no more than 5 employees in no more than 5,000 square feet; no loading dock; deliveries and shipping only by van or small truck during normal business hours; no odors; no outside storage).
5813	Short order eating places with no product specialty, auto oriented (drive-in or drive-through establishments, etc.).
5820	Drinking places - alcoholic beverages.
6112	Check cashing.
6516	Sanitariums, convalescent and rest. home services. (Lodging and meals offered with full time medical staff. Does not include asylums.)

(Ord. 07-40 § 3: Ord. 07-36 § 2)

17.168.060: AREA, WIDTH, FRONTAGE AND YARD REGULATIONS:

- A. All main buildings shall front on either a public or private street including private pedestrian only streets, paths or courts. Buildings that front on a courtyard that fronts on a street shall be deemed to front on the street.

- B. For development in the TOD east of Utah transit authority light rail lines, the front setback for main buildings, excepting courtyards and plazas, shall be between fifteen feet (15') and twenty five feet (25') from the back of curb and gutter. Up to fifty percent (50%) of the front setback may be greater than twenty five feet (25') if the additional front setback is developed as a courtyard or plaza. Main buildings may have detached components within a courtyard or plaza if the uses in the detached component enhance activity on the courtyard or plaza. In the case of pedestrian only streets, paths or courts, a minimum width of twenty five feet (25') from building face to building face shall be required.
- C. The courtyard or plaza area shall be deemed to be a part of the front setback of the building.
- D. Buildings located on a corner lot shall front on both streets.
- E. All front setback areas shall be landscaped in accordance with the TOD guidelines.
- F. Parking is not permitted in the front setback area of any building.
- G. Maintenance buildings, trash collection and recycling areas, storage and service areas, mechanical equipment and loading docks shall not be permitted in the front setback of any building. Single or ganged utility meters or other service equipment may be located in the front setback of any building; provided, there are site constraints which preclude their access in a location elsewhere on site, and they are screened and approved by the city.
- H. Maintenance buildings, trash collection and recycling areas, storage and service areas, mechanical equipment and loading docks shall be set back a minimum of twenty five feet (25') beyond the closest front setback.
- I. The side lot area between nonadjoining buildings and the property line shall be developed as parking, plaza, landscaped open space, or a landscaped walkway with access to the sidewalk.
- J. No parking lot or parking structure shall front principal streets except Main Street. A parking structure fronting on a nonprincipal street with office or retail uses along the entire frontage of the first floor, excluding drive lanes, shall have a front setback of between fifteen feet (15') and twenty five feet (25') from the back of curb and gutter. The parking structure front setback shall not be less than the setback of the main building.
- K. Surface parking lots facing the street frontages other than principal streets shall have a minimum setback of fifteen feet (15') from the back of curb.
- L. There shall be a minimum fifty foot (50') setback from the top of the bank of the Little Cottonwood Creek. (Ord. 07-36 § 2)

17.168.070: **HEIGHT REGULATIONS:**

There are no height restrictions in the TOD except as provided herein. (Ord. 07-36 § 2)

17.168.080: FIRST FLOOR REQUIREMENTS:

- A. Main buildings, situated east of the UTA Trax light rail lines or fronting principal streets, shall have first floors with a minimum ceiling height of twelve feet (12') measured from floor deck to floor deck. For purposes of this section, main buildings shall not include townhouses.
- B. Multi-story buildings designed for nonresidential uses on the first floor shall have walls, partitions and floor/ceiling assemblies separating dwelling units from other spaces with a sound transmission classification (STC) of at least fifty (50) for airborne noise.
- C. West of Main Street, the portion of the first floor of any building devoted to the sale of retail goods shall not exceed fifty thousand (50,000) square feet. (Ord. 07-36 § 2)

17.168.090: PARKING REGULATIONS:

- A. For parking for buildings that exceed four (4) stories in height, at least seventy five percent (75%) of the parking shall be located within the exterior walls of the building or in a parking structure that is within seven hundred fifty feet (750') of the main building. For the purposes of this chapter, building height is determined by measuring the vertical distance from the average of the finished ground level adjoining the building at the exterior wall to a flat roof deck or, for sloped roofs, to the average height of the highest roof surface. Pursuant to section 17.76.080 of this title, the height

limitations shall not apply to architectural screening for mechanical equipment, church spires, and decorative tower elements.

- B. If more than twenty five percent (25%) of the off street parking is provided in surface parking lots, the minimum parking shall be:

1. For residential units with two (2) bedrooms or less, 1.5 stalls per unit.

2. For residential units with more than two (2) bedrooms, 1.85 stalls per unit.

3. When the office uses or net usable square footage is unknown, off street parking will be calculated at one parking stall for each two hundred sixty five (265) square feet of net usable office area or retail floor area.

4. All medical, dental and related office uses will require one off street parking stall for each two hundred sixty five (265) square feet of net usable office area.

5. All other office uses will be calculated at the ratio of three (3) off street parking stalls for each one thousand (1,000) square feet of net usable floor area.

6. Retail use parking shall be calculated at the rate of one parking space for each two hundred sixty five (265) square feet of net usable floor area.

- C. If seventy five percent (75%) or more of the off street parking is provided within the main buildings or within parking structures with two (2) or more floors, and for properties west of

the UTA Trax Station, the minimum parking shall be:

1. For residential units with two (2) bedrooms or less, 1.125 stalls per unit.

2. For residential units with more than two (2) bedrooms, 1.4 stalls per unit.

3. When the office uses or net usable square footage is unknown, off street parking will be calculated at one parking stall for each three hundred fifty (350) square feet of net usable office area or retail floor area.

4. All medical, dental and related office uses will require one off street parking stall for each three hundred fifty (350) square feet of net usable office area.

5. All other office uses will be calculated at the ratio of two and one-fourth (2.25) off street parking stalls for each one thousand (1,000) square feet of net usable floor area.

6. Retail use parking shall be calculated at the rate of one parking space for each three hundred fifty (350) square feet of net floor area.

7. On street parking adjacent to the development parcel shall count toward the minimum parking required by this chapter provided that the on street parking shall be subject to any restrictions imposed by the city.

D. Off street parking is not permitted in any fire lane, aisle space or front yard setback areas. (Ord. 10-07 § 2: Ord. 08-02 § 2: Ord. 07-36 § 2)

17.168.100: LOADING AND SERVICE AREAS:

Trash collection and recycling areas, service and storage areas, mechanical equipment and loading docks shall be screened on all sides so that no portion of such areas are visible from the adjacent public streets or alleys and adjacent properties. Screening shall have a minimum height of eight feet (8') and may include accessory buildings, shrubbery and plantings, decorative walls, solid fences, screen panels, doors, topographic changes, buildings or any combination of the above. (Ord. 07-36 § 2)

17.168.110: BUILDINGS AND LOTS THAT STRADDLE THE TOD BOUNDARY:

If a building is partially within the TOD district and partially within another zoning district, the entire building shall conform to the requirements of the TOD district. The portion of any parcel within the TOD district shall conform to the requirements of the TOD district. (Ord. 07-36 § 2)

17.168.120: OPEN SPACE:

A. Twenty percent (20%) of the area of each parcel shall be developed as landscaped setbacks, courtyards, plazas, open space, or walkways.

B. Each parcel shall have a system of pedestrian walkways and sidewalks that provide connections between the building entrances, neighboring building entrances, sidewalks, parking areas, open space and public trails. (Ord. 07-36 § 2)

17.168.130: ACCESS IMPROVEMENTS:

- A. Construction of new buildings or renovations of existing buildings shall include construction and installation of the adjacent sidewalks, park strips and other landscaping, curbs, gutters, lighting, and street furniture in conformance with the TOD design guidelines adopted pursuant to this chapter.
- B. Private streets shall be installed within any project in which the main buildings do not front on a public street.
- C. The improvements within the rights of way for the principal streets shall include:
1. Paved sidewalks adjacent to the private property line shall be installed according to city specifications established by the city engineer and in conformance with the TOD design guidelines adopted pursuant to this chapter.
 2. Park strip between the sidewalk and the curb installed in conformance with the TOD design guidelines adopted pursuant to this chapter and which shall contain appropriate tree plantings and landscaping in accordance with the TOD guidelines.
 3. Pedestrian lighting.
 4. Benches.
 5. Trash receptacles.
- D. The improvements within the public rights of way and adjacent to non-principal streets and private streets shall include:

1. Paved sidewalks installed in conformance with the TOD design guidelines adopted pursuant to this chapter.

2. Park strip between the sidewalk and the curb installed in conformance with the TOD design guidelines adopted pursuant to this chapter and which shall contain appropriate tree plantings and landscaping in accordance with the TOD guidelines.

3. Pedestrian lighting.

4. Benches within passenger loading areas.

5. Trash receptacles within fifteen feet (15') of entry and exit doors of any retail establishment. (Ord. 07-36 § 2)

17.168.140: OBTAINING BUILDING PERMIT:

- A. No person shall obtain a building permit for new construction or for renovation of existing buildings that exceed twenty five percent (25%) of the assessed value of the buildings without first preparing and presenting the information required by this section, paying the applicable design review fee, and receiving design approval from the community development division.
- B. The city shall review the plans for conformance with the requirements of this code and the TOD design guidelines that have been adopted by the Murray City municipal council. The city shall determine the following before approval is given:

1. The project is in general conformance with the Murray City general plan.
 2. The project is in general conformance with the specific area plan, if any, adopted for the area.
 3. The project conforms with the requirements of the applicable sections of the zoning ordinance.
 4. The project does not jeopardize the health, safety, or welfare of the public.
 5. The project conforms to the applicable standards outlined in the TOD design review guidelines.
- C. If the city denies approval of the submitted plans, the denial shall be accompanied by a letter indicating the areas where the plans must be changed to obtain approval.
- D. A denial of approval by the city may be appealed to the board of adjustment.
- E. Applicants for design review and approval shall submit any or all of the following information, as requested by the city:
1. Project identification information including the project name, the specific location of the project including street addresses and parcel Sidwell numbers, applicant name and representatives (if any other than applicant); and proposed uses.
 2. Vicinity map or aerial photo with site plan overlay, to scale, showing the project location in relationship to neighboring buildings and the surrounding area.
 3. Grading plan.
 4. Site plan, to scale, showing proposed parking, loading and service areas, and vehicular and pedestrian circulation.
 5. Detailed elevations of all sides of the proposed building and other exterior elements, including exterior building materials.
 6. Sign plan.
 7. Landscape plan.
 8. Exterior lighting plan.
 9. Floor plans.
 10. Utilities plan.
 11. Drainage plan.
 12. Other design information requested by the city.
- F. Three (3) copies of each plan must be submitted to the city. The city shall retain one copy of the plans. One copy of the plans shall be returned to the applicant stamped to show the approval or the denial of approval. In addition to the improvements to be built on the applicant's property, submitted plans must include improvements to be built in the public rights of way.
- G. If the construction of building improvements has not commenced within eighteen (18) months of the design approval or if construction has ceased

for a period of one year or longer, the design approval shall expire. Applicants may request an extension of up to six (6) calendar months during the final month prior to expiration. After the expiration of a design approval, the applicant shall be required to resubmit the plans, pay the design review approval fee, and obtain design approval prior to the issuance of a building permit. (Ord. 07-36 § 2)

Attachment No. 7

Development Standards

Design Standards

August 24, 2007

FIRECLAY T O D

FIRECLAY TOD

FIRECLAY TOD DESIGN STANDARDS

The following Design Standards have been established in order to create a consistent visual theme throughout the Murray Fireclay TOD/Redevelopment Area. The standards have been divided into three primary sections: Streetscape, Landscape, and Monumentation. Each section contains standards that must be followed within the Fireclay TOD, and recommendations which provided examples:

1) STREETScape

DESIGN STANDARDS	
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Bollards	5
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Bicycle Racks	9
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2) LANDSCAPE

DESIGN STANDARDS	
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Drinking Fountains	24

3) MONUMENTATION

DESIGN STANDARDS	
Retail and Office Signage	26
Street Signage	27
RECOMMENDATIONS	
Wayfinding Signs	29
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Other Signage Options	31

4) ATTACHMENT A - Sample Products

Photographs and drawings are shown of the particular items that should be specified in each new development proposal within the district. These images are shown as specific guides on style, finish, and material types. However, no particular manufacturers have been identified (except where an existing city standard exists, and any combination of comparable equals would be accepted. Attachment A consists of product cut-sheets from specific manufacturers that could be used for comparison.

Design Standards

STREETSCAPE

TREE GRATES

TREE GRATE SPECIFICATIONS

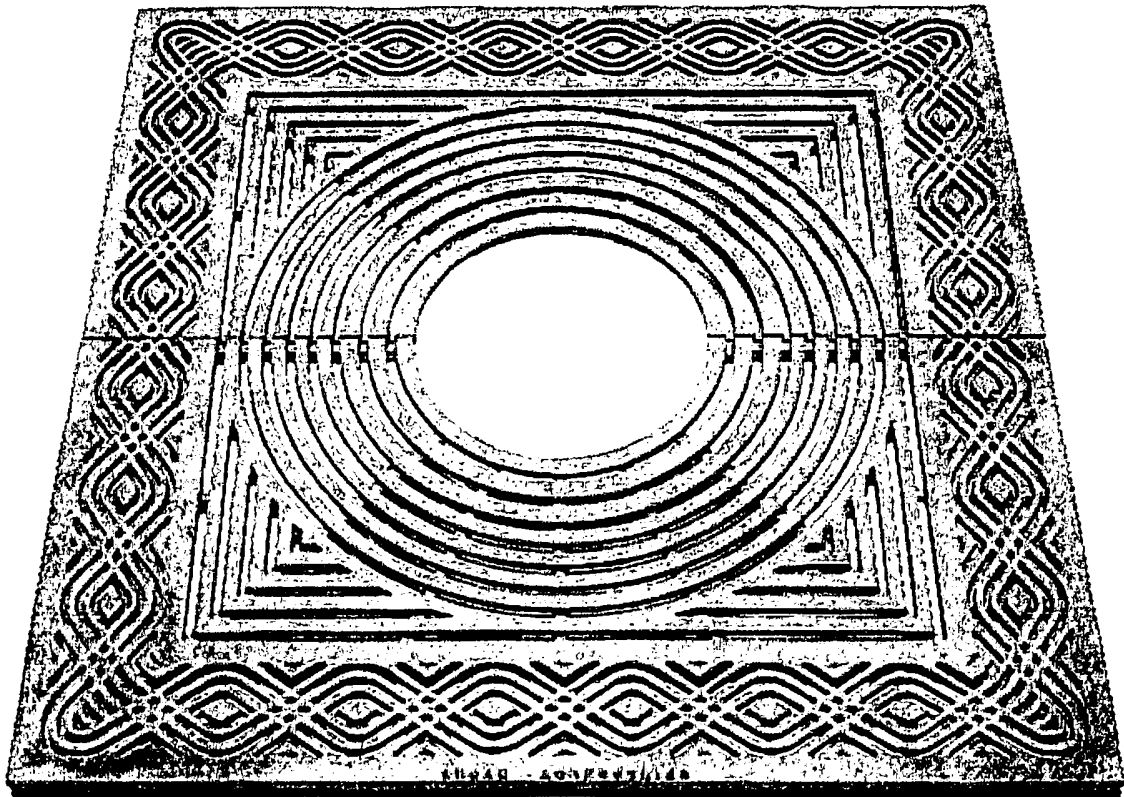
Material:
Cast Iron

Finish:
Raw cast iron grey

Size:
5' SQ

Placement/Spacing:
30' - 50' spacing on center

Application:
Optional on Principal streets, and other approved locations



TREE GUARDS

TREE GUARD SPECIFICATIONS

Materials:

Fabricated steel construction

Finish:

Black high polish Powdercoat

Size:

16" diameter

5' height

Placement/Spacing:

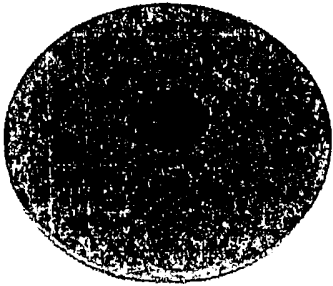
30' - 50' spacing on center

Application:

Optional on Principal streets, and other approved locations



TRASH/RECYCLING RECEPTACLES



Recycle Lid
For side-by-side receptacles

TRASH RECEPTACLE SPECIFICATIONS

Materials:

Fabricated steel construction

Finish:

Black high polish Powdercoat

Size:

36" diameter

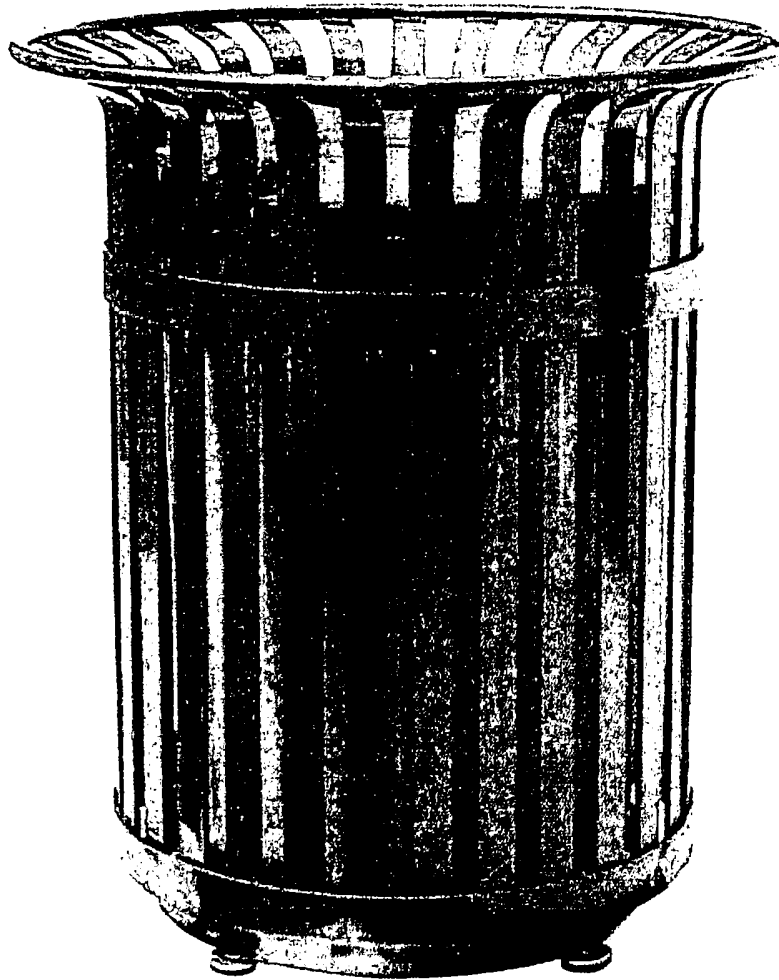
48" height

Placement/Spacing:

Minimum of 2 per block face, unless otherwise approved by the City

Application:

All Principal streets, and other approved locations



BOLLARDS**BOLLARD SPECIFICATIONS****Materials:**

Cast steel

Finish:

Black high gloss Powdercoat.

Size:

4" diameter

36" height

Mounting Options:

Cast-in, Bolt-down (surface mount), or Removable.

Placement/Spacing:

Minimum 4' spacing, Maximum 6' spacing

Application:

All Principal street intersections, and other approved locations

BENCHES

BENCH SPECIFICATIONS

Materials:

Ductile cast iron end frames, steel straps

Finish:

Black high gloss Powdercoat

Size:

5/16" x 1 1/2" wide straps
6' length

Placement/Spacing:

Minimum of 3 per block face

Application:

All Principal streets, and other approved locations



PLANTERS

PLANTER SPECIFICATIONS

Materials:
Concrete

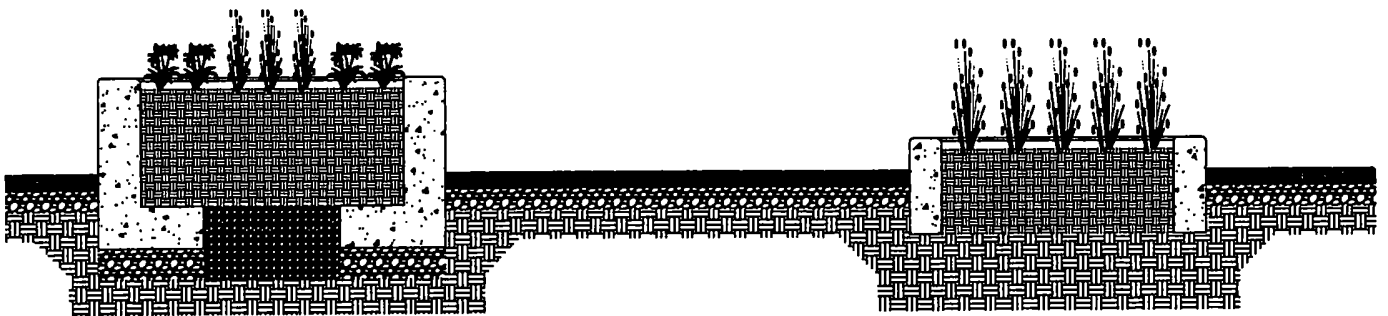
Finish:
Natural concrete color and texture. No stamping or staining

Size:
Planter Option A
6" high, 6" depth
Planter length and width will vary

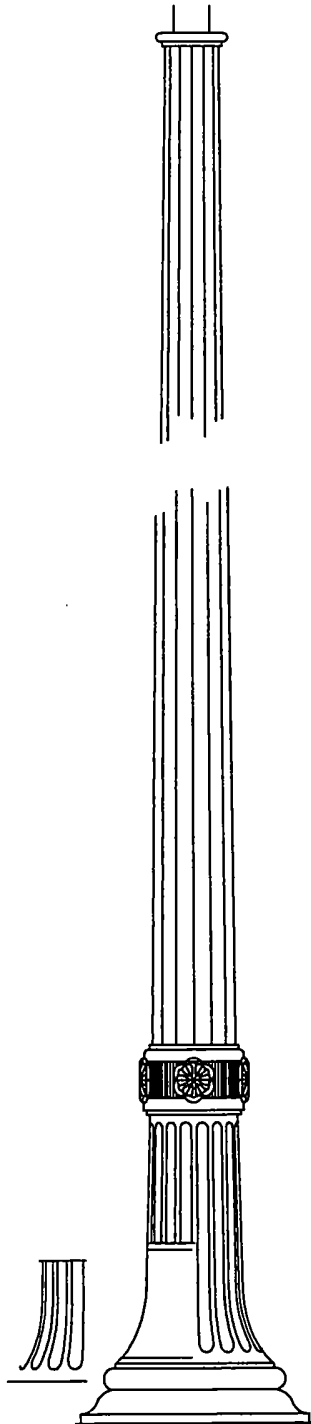
Planter Option B
18" high, 10" depth
Planter length and width will vary

Placement/Spacing:
Option in place of tree grate
Planter Option A - 30' - 50' spacing on center
Planter Option B - Maximum of 2 per block face

Application:
All Principal streets, and other approved locations



LIGHTING FIXTURES



LIGHTING SPECIFICATIONS

Manufacturer:
Holophane

Model Series:
Utility Washington Postlite Luminaire (WAU-product number)
North Yorkshire Pole (NY13/20-CIS/BK)

Materials:
Cast iron & steel pole
Glass and cast aluminum luminaire

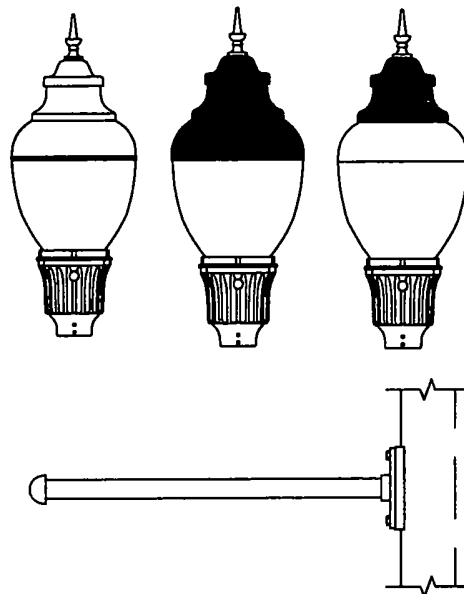
Finish:
Black trim on luminaire
Black pole finish

Pole Size:
15' pole height
20" diameter base

Accessories/Notes:
Banner arms (BA24H/1/BO)
Single lamp, rather than the double

Placement/Spacing:
Principal Street - 30' - 50' spacing on center stagger with landscaping
Non-principal Streets - spacing to meet minimum required lighting levels

Application:
All streets, and other approved locations



BICYCLE RACKS

BICYCLE RACK SPECIFICATIONS

Materials:

Steel tubing

Finish:

Black semi-gloss Powdercoat

Size:

1-1/2" diameter tubing, 27 1/2" wide, 32" high.

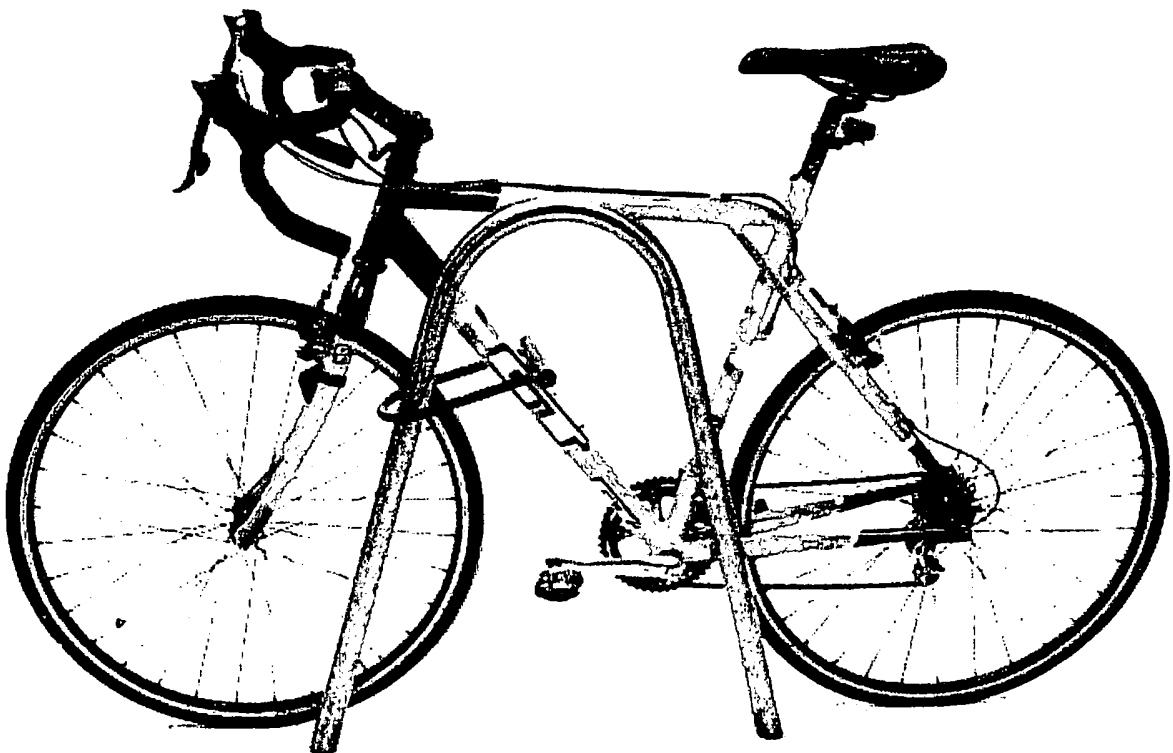
Placement/Spacing:

Install in groups of three minimum, seven maximum.

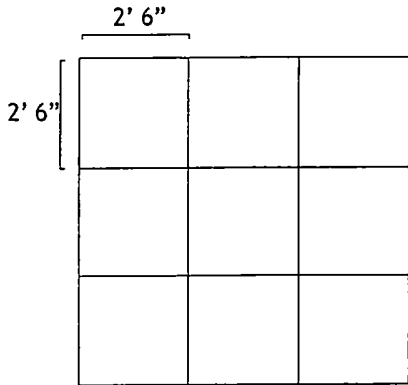
Minimum one group per block face

Application:

All Principal streets, and other approved locations



PAVING PATTERNS & PAVERS



PAVING ACCENT SPECIFICATIONS

Materials:

Varies. May be brick, stained concrete, or other paving material as long as the surface and seams are smooth as to not impede

Applications:

Approved locations. Paving accents are to be used to articulate building entries, pedestrian crosswalks, plazas, or

Patterns:

Paving accents should follow a 2' 6" grid, or other 2' 6" modular pattern variation.

PAVING PATTERN SPECIFICATIONS

Materials:

Concrete

Finish:

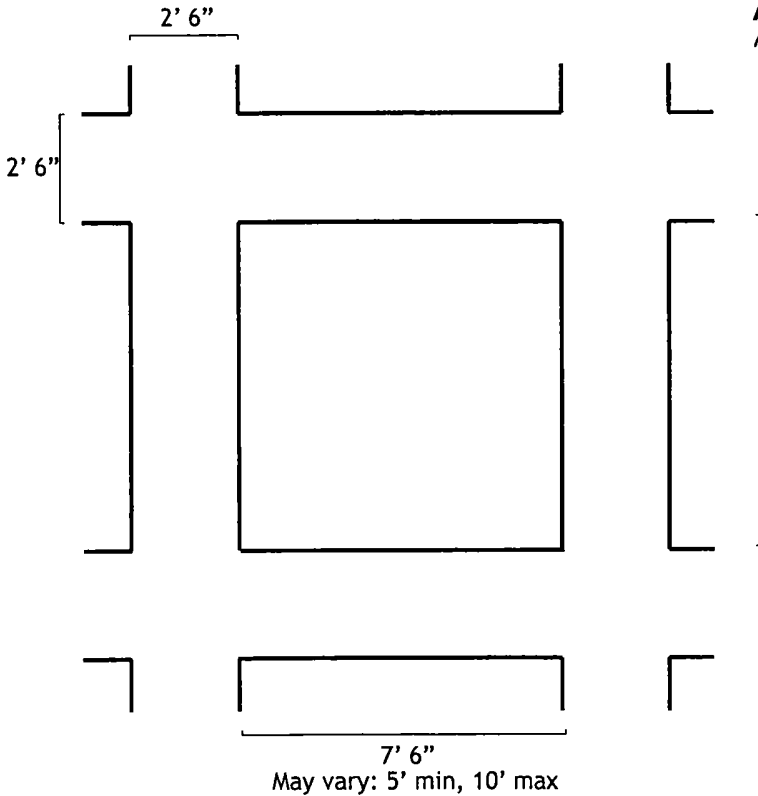
Natural concrete, may stain. No stamping.

Scoring Patterns:

2' 6" grid, or as shown in detail below

Application:

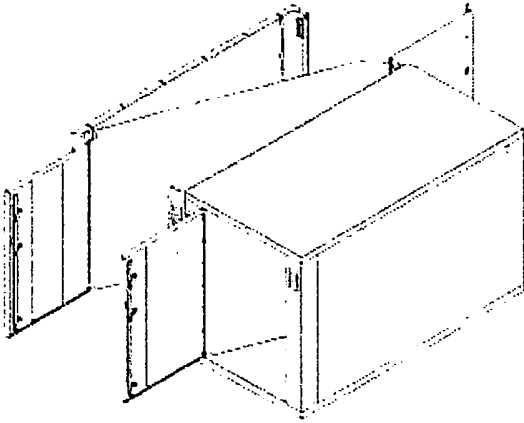
All streets, and other approved locations



7' 6"
May vary: 5' min, 10' max

Recommendations

STREETSCAPE

BICYCLE LOCKERS**BICYCLE LOCKER SPECIFICATIONS****Materials:**

Solid steel top with perforated steel walls

Finish:

Black high gloss Powdercoat.

Size:

47" height

76" length

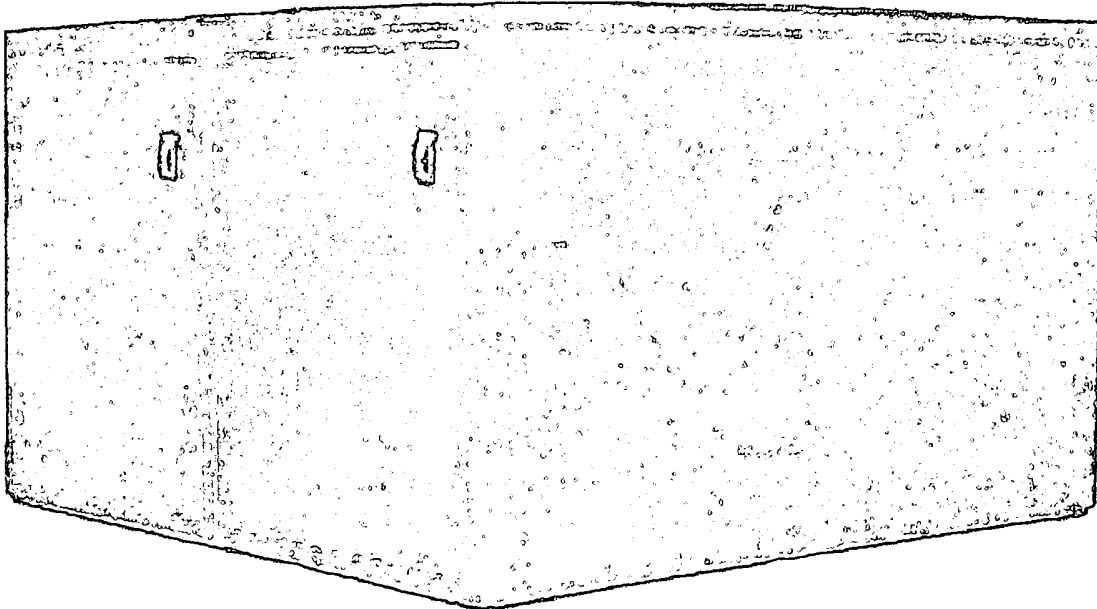
39" width

Additional Notes:

2 bicycles per modular unit

Stackable

Padlocking handles



INFORMATIONAL KIOSKS

KIOSK SPECIFICATIONS

Materials:

Steel or aluminum construction

Finish:

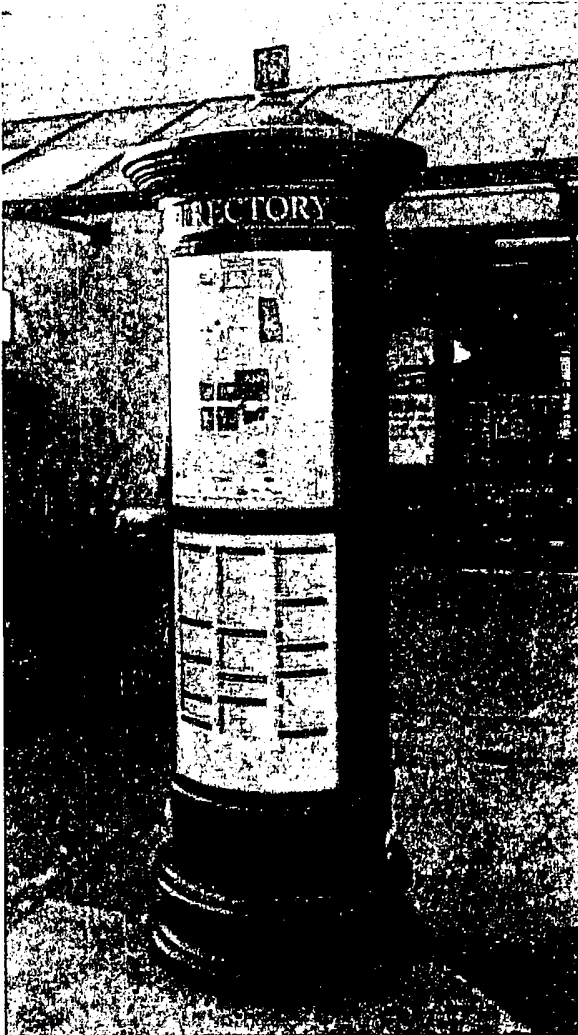
Black high gloss Powdercoat.

Size:

Variable

Notes:

Kiosks may be a custom design and do not need to match the photograph to the left. However, kiosks must be of a similar level of quality.



CLOCK

CLOCK SPECIFICATIONS

Materials:

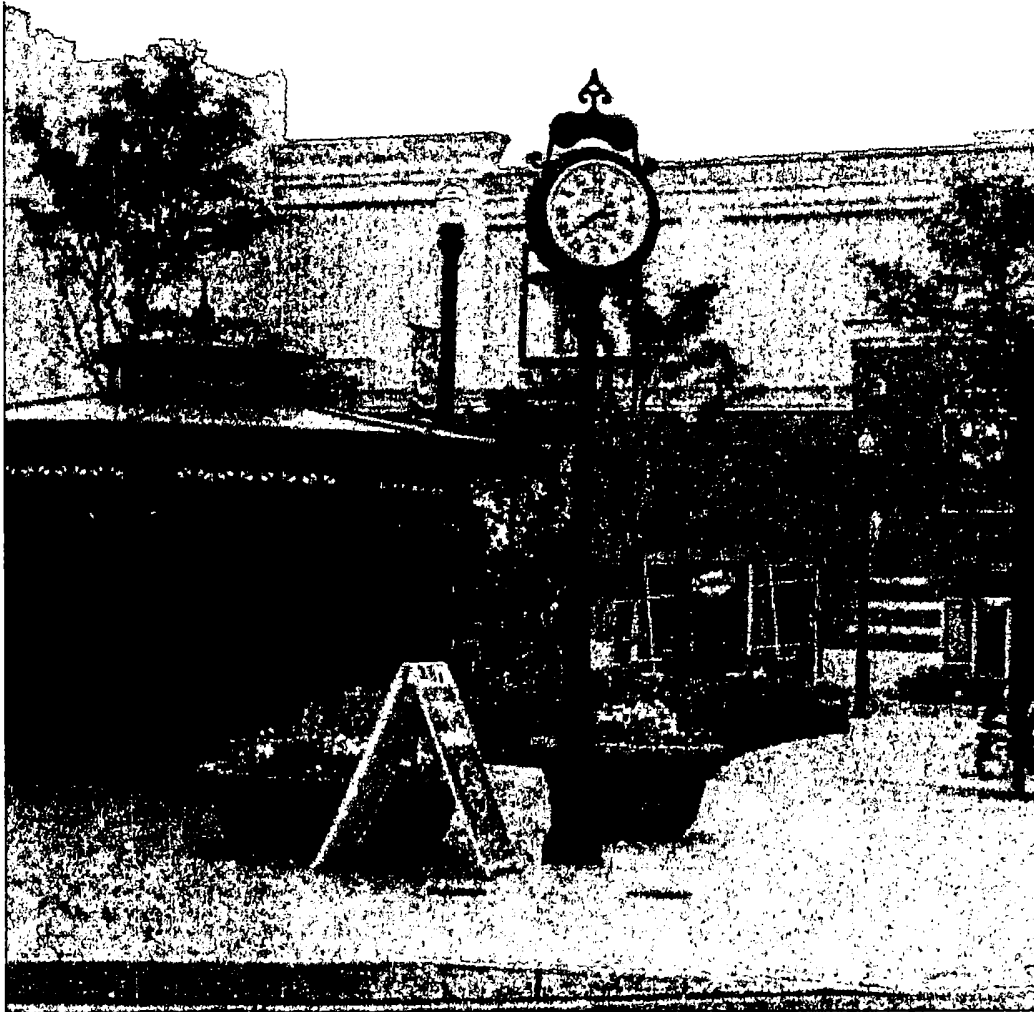
Cast iron post

Finish:

Black high gloss Powdercoat.

Notes:

Clocks may be a custom design and do not need to match the photograph and drawing to the left. However, clocks must be of a similar level of quality.



Design Standards

LANDSCAPE

SPECIES LIST

Street Tree List:

East - West Streets:
Pacific Sunset Maple and Red Spire Pear

North - South Streets:
Zelkova and Aristocrat Pear

Planted Medians:
London Plane, Red Maple and Burr Oak

Open Spaces along Couplet Streets:
Bur Oak and Red Maple

Additional Medium Shade Trees-
for use in public and private open spaces::
Canada Red Choke Cherry
Tatarian Maple
Flame Maple
Western Redbud
Amur Maple
Forest Pansy Eastern Redbud
Thornless Honeylocust
Red Barron Crabapple
Chanticleer Pear

Plant Schedule:

Deciduous Shrubs
Ruby Carousel Barberry 2 Gal. 3 ft spacing
Green Velvet Boxwood 2 Gal. 3 ft spacing
Ivory Halo Dogwood 2 Gal. 4 ft spacing
Hancock Coralberry 2 Gal. 4 ft spacing

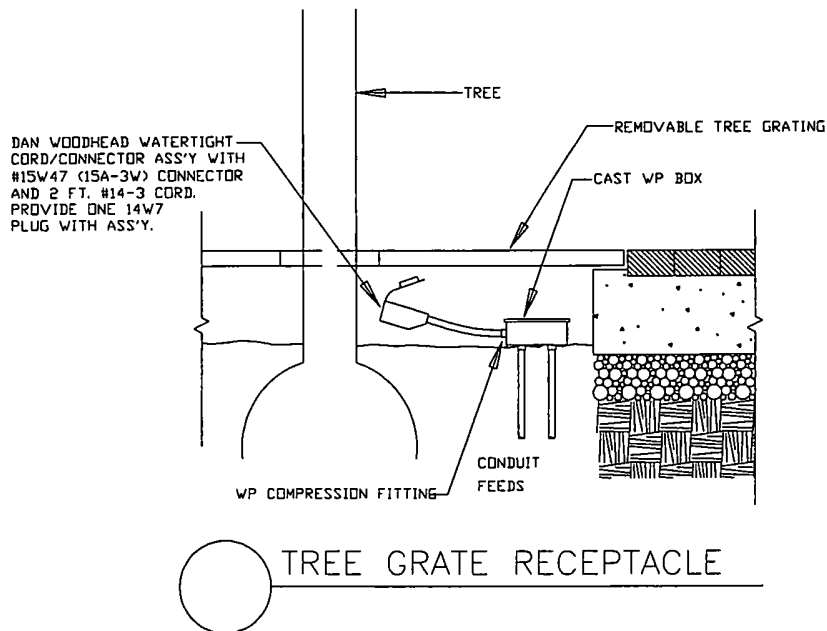
Evergreen Shrubs
Trailing Euonymus 1 Gal 3 ft spacing
Moonshadow Euonymus 1 Gal 3 ft spacing
Otto Luyken Laurel 3 Gal 4 ft spacing
Dwarf Periwinkle flat 12" spacing

Ornamental Grasses
Karl Foerster Feather Grass 1 Gal 3 ft spacing
Varigated Maiden Grass 1 Gal 5 ft spacing
Fountain Grass 1 Gal 4 ft spacing

Perennials
Woodside Ruby Daylilly 1 Gal 2.5 ft spacing

Planting/Spacing:

30'- 50' spacing on all street trees



Power should be installed in tree grates following the above detail.

Street Trees

East - West Streets:



Pacific Sunset Maple



Red Spire Pear

Street Trees

North - South Streets:



Zelkova



Aristocrat Pear

Street Trees

Planted Medians:



London Plane



Burr Oak



Red Maple

Additional Medium Sade Trees

For use in public and private open spaces



Amur Maple



Tatarian Maple



Imperial Honeylocust



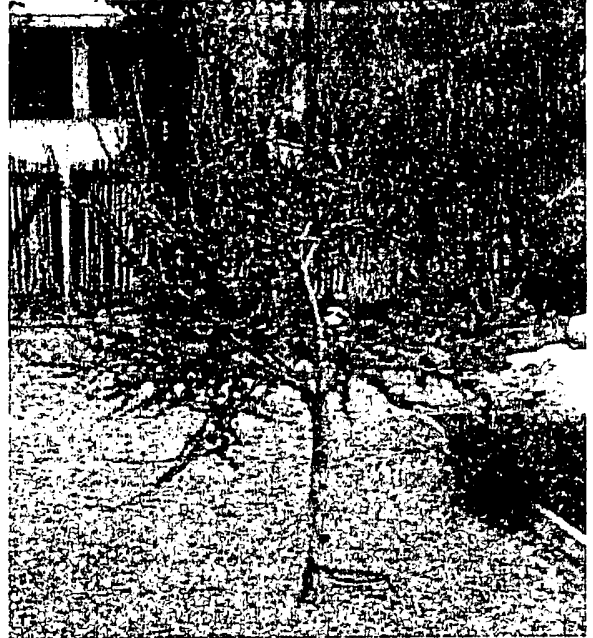
Chanticleer Pear

Additional Medium Sade Trees

For use in public and private open spaces



Canada Red Choke Cherry



Western Redbud



Red Barron Crabapple



Forest Pansy Eastern Redbud

Additional Medium Size Trees

For use in public and private open spaces

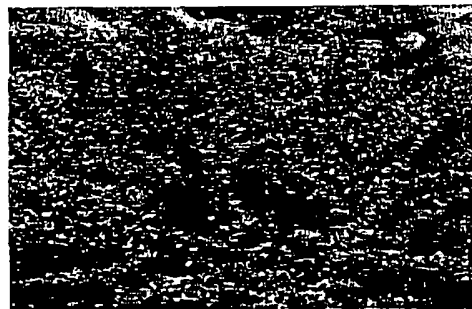


Flame Maple

Deciduous Shrubs



Green Velvet Boxwood



Ruby Carousel Barberry

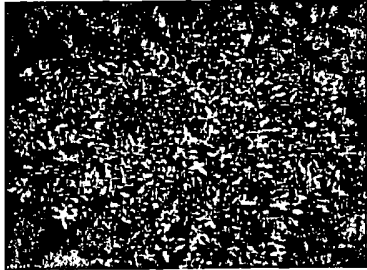


Ivory Halo Dogwood



Hancock Coralberry

Evergreen Shrubs



Moonshadow Euonymus



Otto Luyken Laurel



Dwarf Periwinkle



Trailing Euonymus

Ornamental Grasses



Variegated Maiden Grass

Perennials



Woodside Ruby Daylily



Karl Foerster Feather Grass



Fountain Grass

Recommendations

LANDSCAPE

DRINKING FOUNTAINS

DRINKING FOUNTAIN SPECIFICATIONS

Materials:

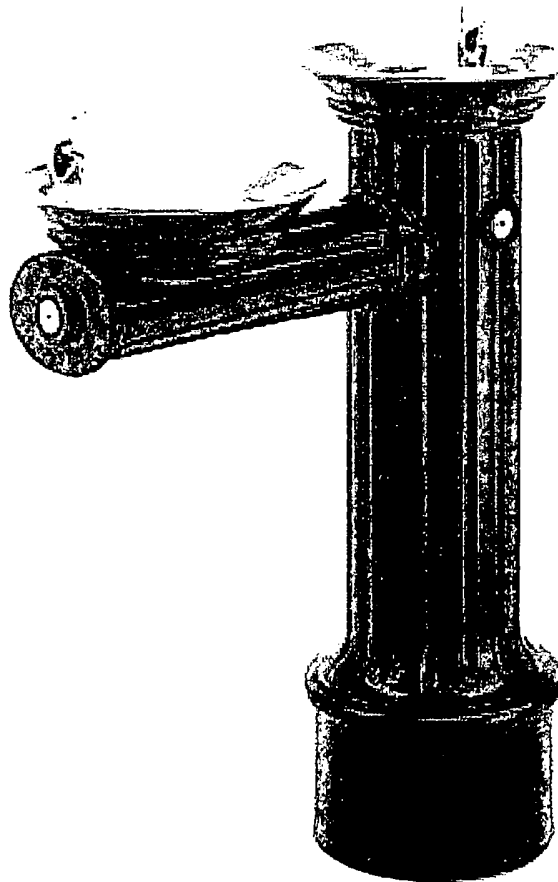
Cast aluminum or steel base, bronze basin

Finish:

Black high gloss Powdercoat.

Application:

Park space, and other approved locations



Design Standards

MONUMENTATION

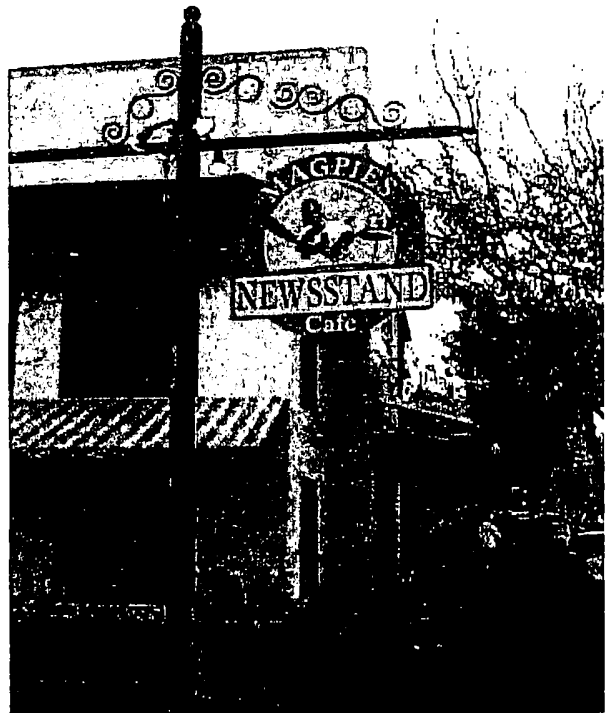
PEDESTRIAN ORIENTED
RETAIL & OFFICE SIGNAGE



RETAIL & OFFICE SIGNAGE RECOMMENDATIONS

Notes:

Retail and office signage in the Murray Fireclay TOD/Redevelopment Area should be pedestrian oriented. The City should consider modifying the City's sign and TOD ordinances to allow for blade or sidewalk monument signs in this district.



STREET SIGNAGE

SIGNAGE SPECIFICATIONS

Finish:

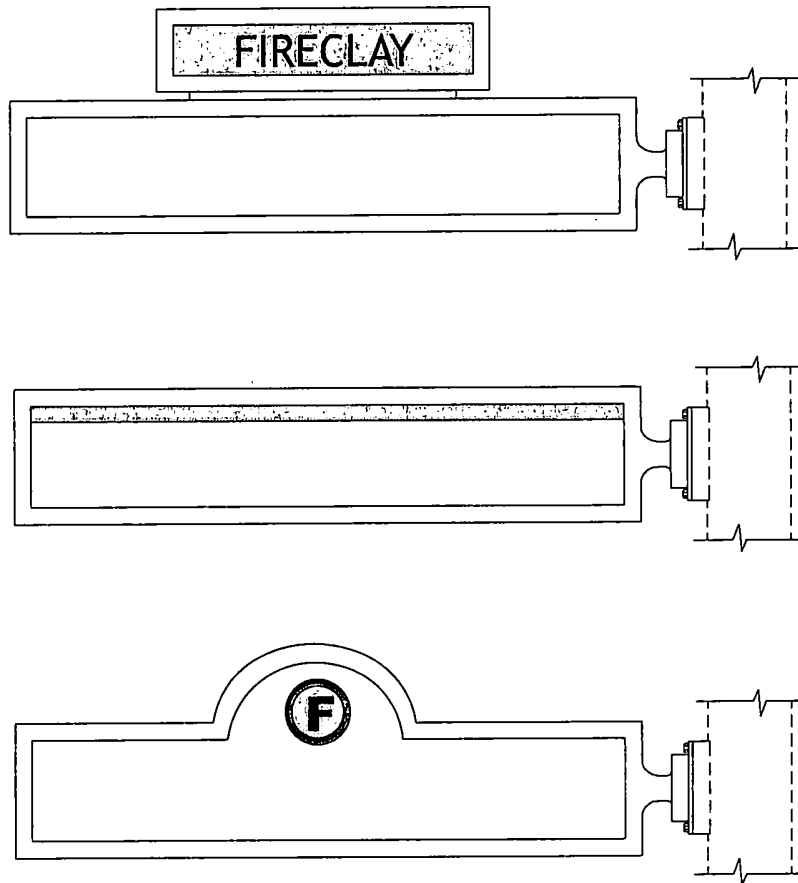
Black trim on signs
Black pole finish

Notes:

Signs fabricated at Murray City's Sign Shop.
Street sign graphics should be developed as part of a district branding process.

Street Naming Conventions:

All East-West streets should be called "Avenues".
All North-south Streets should be called "Lanes" or "Drives,"
with the exceptions of Boulevards and Promenades.



Recommendations

MONUMENTATION

WAYFINDING SIGNAGE

SIGNAGE SPECIFICATIONS

Finish:

Black trim on signs
Black pole finish

Notes:

Signs fabricated at Murray City's Sign Shop.

Wayfinding signage and all sign graphics should be developed as part of a district branding process.

The photograph below is an example of wayfinding signage, the actual signs selected for the Fireclay TOD do not need to match this example exactly, but should be of a similar level of quality and appearance.



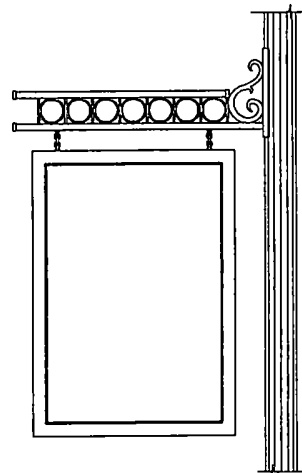
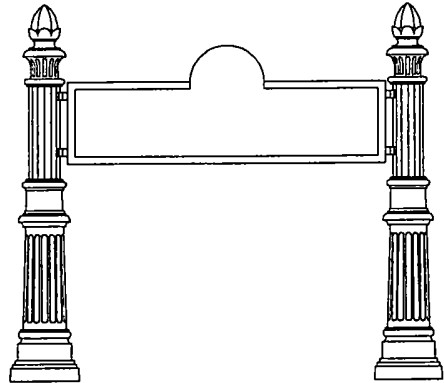
DISTRICT MONUMENTATION



MONUMENTATION SPECIFICATIONS

Notes:

Murray Fireclay TOD/Redevelopment Area monumentation will be developed as part of a district branding process. However, monumentation features may include hanging blade signs, stone monuments, or other types of signs. Below are a few examples which



OTHER SIGNAGE OPTIONS

OTHER SIGNAGE OPTIONS

Pole Manufacturer:
Holophane

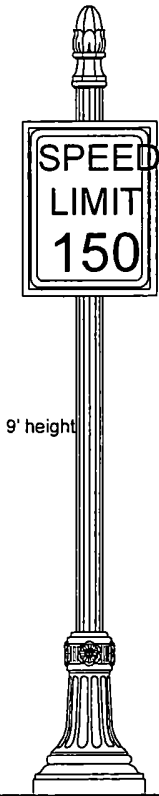
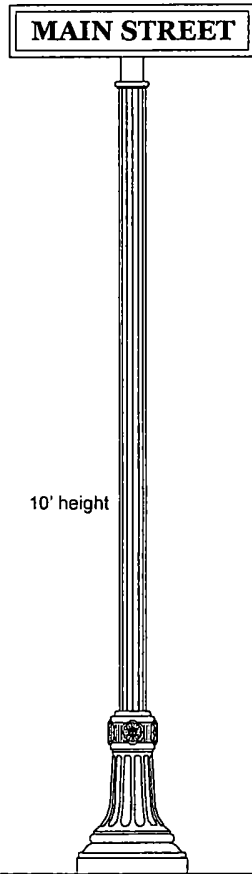
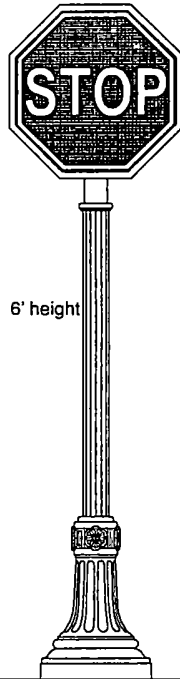
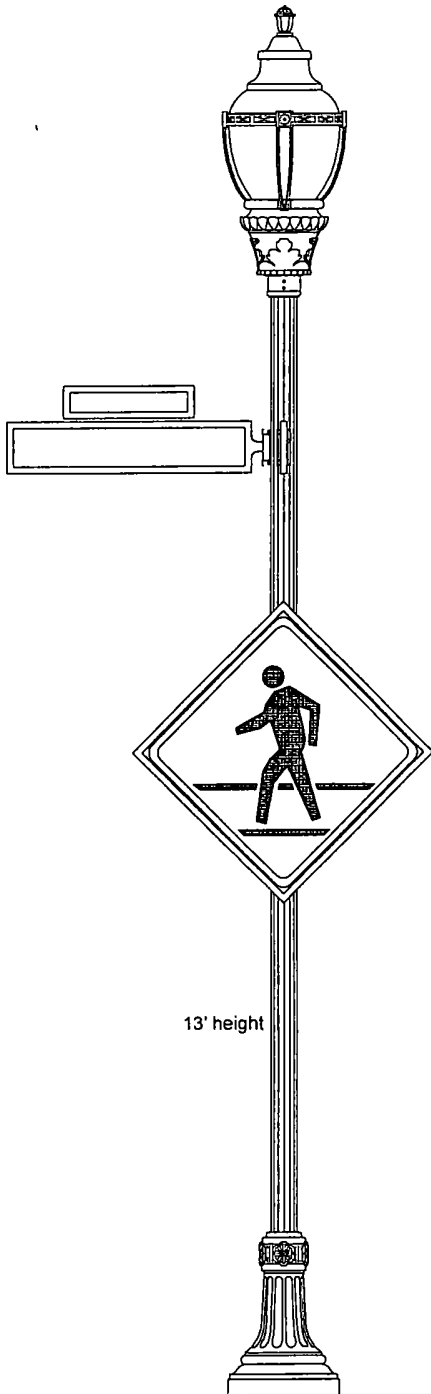
Model Series:
North Yorkshire Pole

Materials:
Cast iron & steel pole
Glass and cast aluminum luminaire

Finish:
Black trim on signs
Black pole finish

Pole Size:
Various pole heights depending on use
17" diameter base

Notes:
Signs fabricated at Murray City's Sign Shop



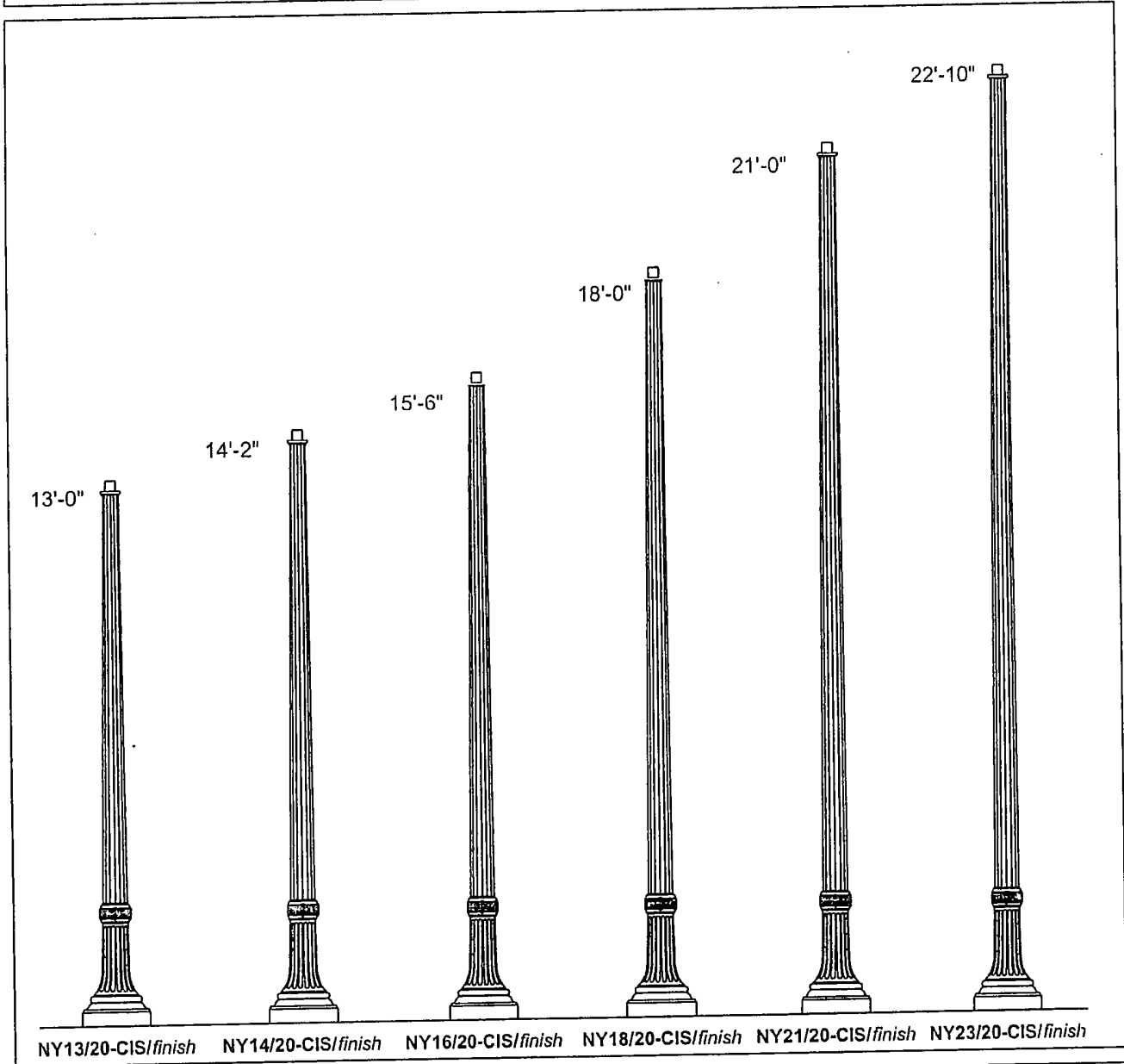
Sample Products

ATTACHMENT A

Cast Iron & Steel Posts
tapered fluted shafts

NORTH YORKSHIRE Series

20" dia. base



SPECIFICATIONS

DESCRIPTION

The lighting post shall be cast iron and steel construction, massively tapered with a deep, 16-flute steel shaft and a classic 16-flute cast iron base. The shaft and base shall be joined together at the factory and shipped as one piece. Slipover, clamshell, or other multiple piece post designs are not acceptable. The post shall be Holophanes' catalog number N YXX/20-CIS/finish.

MATERIALS

The post base material shall be ASTM A48 Class 30 cast iron, formed true to the pattern with complete detail. The shaft shall be tapered and fluted steel with an integral steel tenon and steel bottom cap. All exposed hardware shall be tamper resistant stainless steel. Anchor bolts to be completely hot dip galvanized. Partially galvanized bolts are not acceptable.

DIMENSIONS

The post shall be X'-XX" in height with a 20" diameter base. The post shall taper from a 7" diameter at the top of the base to a 4 1/2" diameter

at the post top. An integral 3" O.D. tenon shall be provided at the top for luminaire mounting. The post top shall include a transitional donut between the fluted shaft and the tenon.

INSTALLATION

The one-piece post shall be provided with four 3/4" diameter, L-type anchor bolts to be installed on a 15" diameter bolt circle. A door shall be provided in the base for anchorage and wiring access. A grounding screw shall be provided inside the base opposite the door.

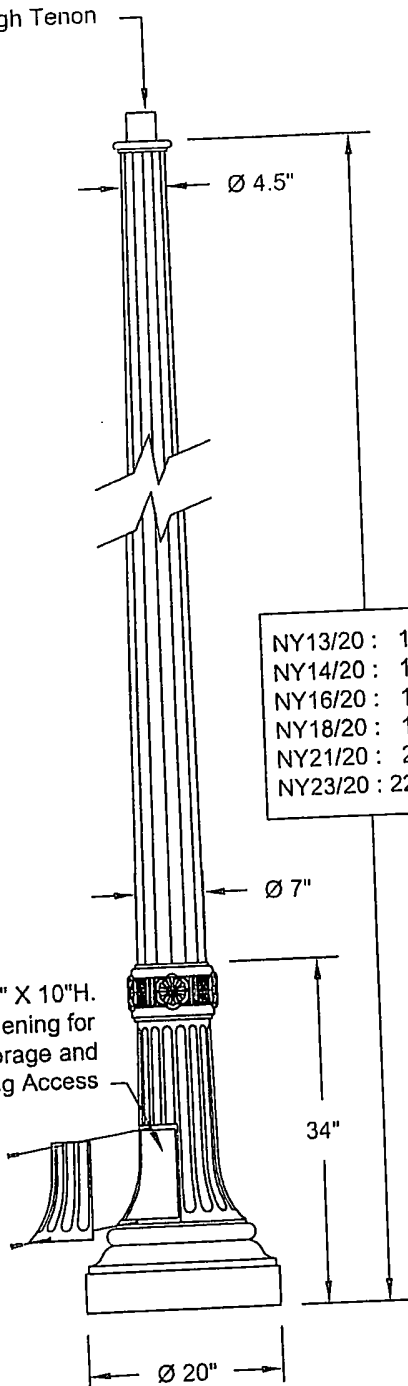
For finish specifications and color options, see "Finish" section in catalog.



NORTH YORKSHIRE Series

Cast Iron & Steel Posts 20" dia. base

3" O.D. x 3" High Tenon



- NY13/20 : 13'-0"
- NY14/20 : 14'-2"
- NY16/20 : 15'-6"
- NY18/20 : 18'-0"
- NY21/20 : 21'-0"
- NY23/20 : 22'-10"

ORDERING GUIDE

sample catalog number

NY13/20	-	CIS/PP	-	
Post	-	material / finish	-	options
NORTH YORKSHIRE	-	Cast Iron & Steel	-	
13'-0" height		Prime Painted		
20" dia. base				

Post	(check appropriate boxes)
Catalog #	Heights
<input type="checkbox"/> NY13/20	13'-0"
<input type="checkbox"/> NY14/20	14'-2"
<input type="checkbox"/> NY16/20	15'-6"
<input type="checkbox"/> NY18/20	18'-0"
<input type="checkbox"/> NY21/20	21'-0"
<input type="checkbox"/> NY23/20	22'-10"

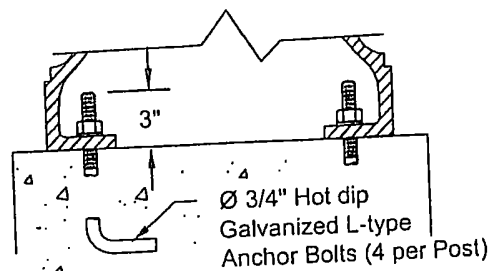
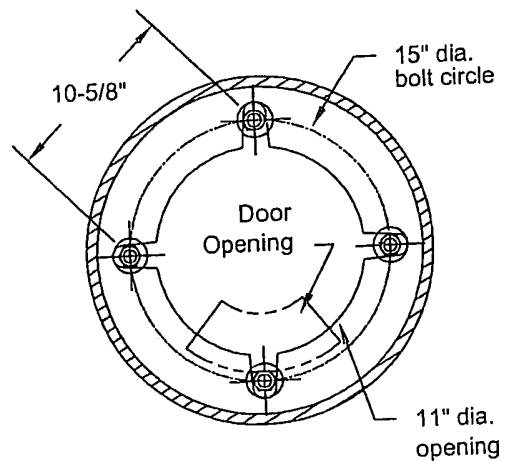
Material/Finish	Description
Catalog Suffix	
<input type="checkbox"/> -CIS/BK	Cast Iron & Steel/Black (std.)
<input type="checkbox"/> -CIS/DG	Cast Iron & Steel/Dark Green
<input type="checkbox"/> -CIS/DB	Cast Iron & Steel/Dark Bronze
<input type="checkbox"/> -CIS/PP	Cast Iron & Steel/Prime Painted
<input type="checkbox"/> -CIS/CC	Cast Iron & Steel/Custom Color

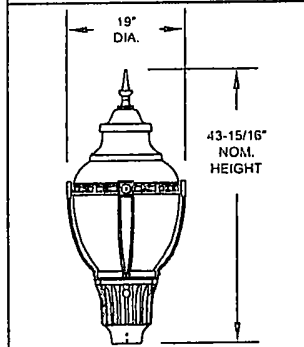
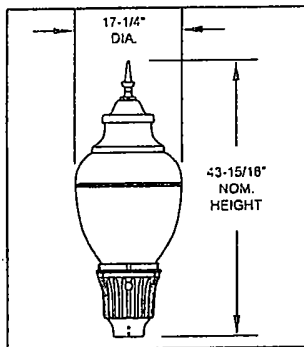
(for complete finish and color options, see "Finish" section in catalog)

Optional Equipment	Description
Catalog Suffix	
<input type="checkbox"/> - _____	Receptacles (see Accessories section)
<input type="checkbox"/> - _____	Banner Arms (see Accessories section)
<input type="checkbox"/> - _____	Flag Pole Holders (see Accessories section)
<input type="checkbox"/> - _____	Custom Logos (see Accessories section)
<input type="checkbox"/> - _____	Signage (see Signage section)

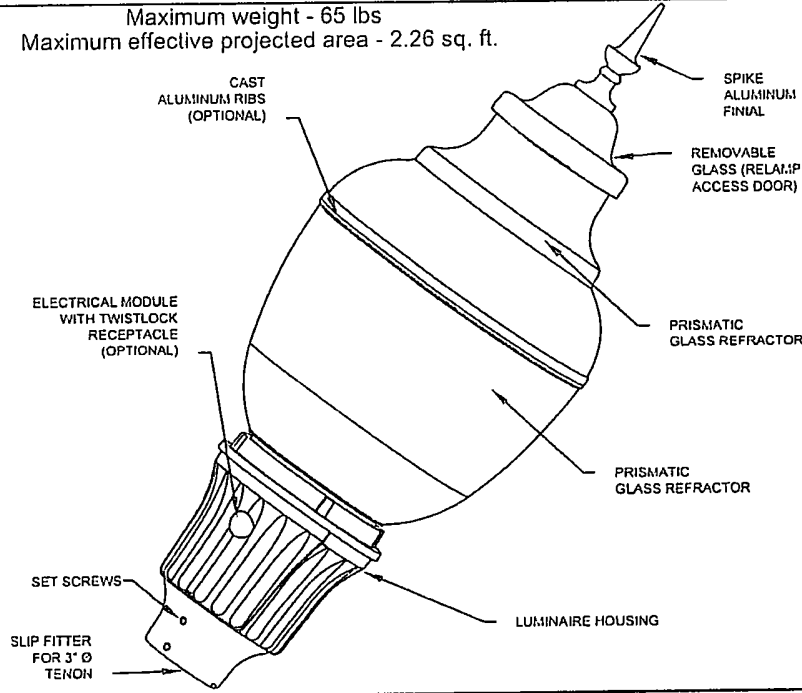
(for optional equipment not found in catalog, consult factory)

ANCHORAGE GUIDE





Maximum weight - 65 lbs
Maximum effective projected area - 2.26 sq. ft.



Utility Washington Postlite®
Series Luminaire

DECORATIVE
OUTDOOR

ORDERING INFORMATION:

WAW	15AHP
BALLAST TYPE (MOGUL BASE) 050HP = 50W HPS (NOT AVAIL. W/ 347V)	BALLAST TYPE (MEDIUM BASE) 50DHP = 50W HPS (NOT AVAIL. W/ 347V)
070HP = 70W HPS	70DHP = 70W HPS
100HP = 100W HPS	10DHP = 100W HPS
15AHP = 150W 55V HPS	15DHP = 150W 55V HPS
175MH = 175W MH	170DMH = 170W MH
100MV = 100W MV	10DMH = 100W MH
175MV = 175W MV	15DMH = 150W MH
250MV = 250W MV (NOT AVAIL. W/ 240V & C.U.L. AL.)	17DMH = 175W MH

VOLTAGE
00 = 208 VOLT (C.U.L.) (not available with 700MH, 100MH, 150MH)
12 = 120 VOLT (UL & C.U.L.)
20 = 208 VOLT
24 = 240 VOLT
27 = 277 VOLT (UL & C.U.L.)
34 = 347 VOLT (C.U.L.)
40 = 240 VOLT (C.U.L.) (not available with 700MH, 100MH, 150MH)
4B = 480 VOLT
MA = MULTITAP (factory 120V) (120, 208, 240, 277 VOLT)
MB = MULTITAP (factory 208V) (120, 208, 240, 277 VOLT)
MC = MULTITAP (factory 240V) (120, 208, 240, 277 VOLT)
MD = MULTITAP (factory 277V) (120, 208, 240, 277 VOLT)

HOUSING COLOR
A = AS SPECIFIED
B = BLACK
D = DARK GREEN
E = BROWN GREEN
F = DARK GREEN
H = DARK GREEN
N = GREEN
Z = BRONZE

OPTICS
3 = IES TYPE III DISTRIBUTION
4 = IES TYPE IV DISTRIBUTION
5 = IES TYPE V DISTRIBUTION
6 = IES TYPE II DISTRIBUTION LUNAR
7 = IES TYPE III DISTRIBUTION LUNAR
8 = IES TYPE V DISTRIBUTION LUNAR

DECORATIVE TRIM
1 = BAND, MEDALLIONS, & BUD FINIAL
2 = BAND, MEDALLIONS, & SPIKE FINIAL
3 = BUD FINIAL
4 = SPIKE FINIAL
5 = BUD FINIAL, BAND, & RIBS
6 = SPIKE FINIAL, BAND, & RIBS
7 = BAND, MEDALLIONS, & ORNATE FINIAL
8 = ORNATE FINIAL
9 = ORNATE FINIAL, BAND, & RIBS

DECORATIVE TRIM COLOR
A = AS SPECIFIED
B = BLACK
D = DARK GREEN
E = BROWN GREEN
F = DARK GREEN
H = DARK GREEN
G = GOLD
N = GREEN
Z = BRONZE

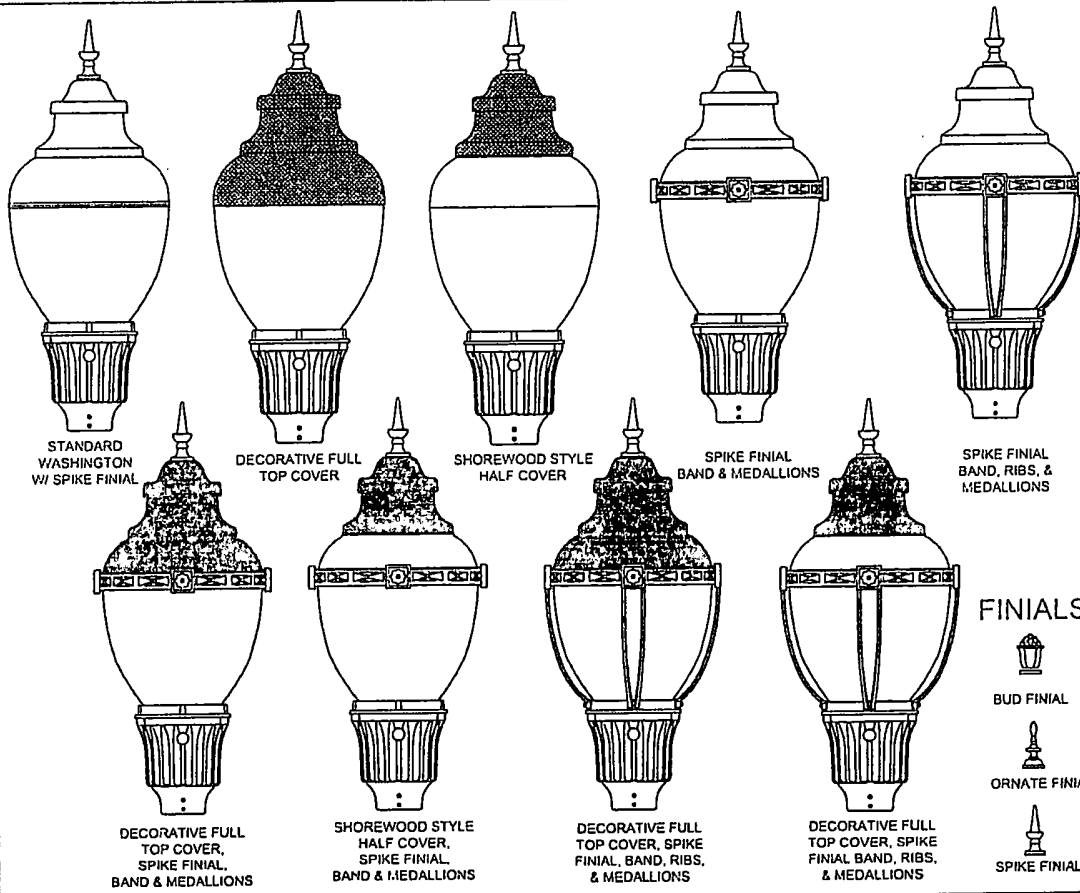
- OPTIONS**
- F = FULL DECORATIVE ALUMINUM TOP COVER
 - H = NEMA TWISTLOCK PHOTOCONTROL RECEPTACLE ONLY
 - P = PROTECTED STARTER FOR HPS UNITS ONLY
 - S = SHOREWOOD ALUMINUM TOP STYLE COVER (1/2 COVER)
 - T = NEMA TWISTLOCK AND PROTECTED STARTER (FOR HPS UNITS ONLY).
- NEMA050HP = NEMA LABEL 50 HPS
NEMA070HP = NEMA LABEL 70 HPS
NEMA100HP = NEMA LABEL 100 HPS
NEMA150HP = NEMA LABEL 150 HPS
NEMA070MH = NEMA LABEL 70 MH
NEMA100MH = NEMA LABEL 100 MH
NEMA150MH = NEMA LABEL 150 MH
NEMA175MH = NEMA LABEL 175 MH
NEMA100MV = NEMA LABEL 100 MV
NEMA175MV = NEMA LABEL 175 MV
- PCTWSTL120 = DTL TWISTLOCK PHOTOCONTROL 120 VOLT
PCTWSTL12202427 = DTL TWISTLOCK PHOTOCONTROL 120-277 VOLT
PCTWSTL480 = DTL TWISTLOCK PHOTOCONTROL 480 VOLT
PCTWSTSHRTCAP = SHORTING CAP
LEADS1.5FT10GA = 1.5 FEET OF PREWIRED LEADS
LEADS3FT10GA = 3 FEET OF PREWIRED LEADS
LEADS10FT10GA = 10 FEET OF PREWIRED LEADS
LEADS20FT10GA = 20 FEET OF PREWIRED LEADS
LEADS25FT10GA = 25 FEET OF PREWIRED LEADS
LEADS30FT10GA = 30 FEET OF PREWIRED LEADS

- ACCESSORIES**
- LAMP = SHIP APPROPRIATE LAMP AS LINE ITEM. SEE LAMP SHEET
 - IG-5 = PLUG-IN REPLACEMENT STARTER FOR HPS UNITS
 - IG-6 = PLUG-IN REPLACEMENT PROTECTED STARTER FOR HPS UNITS
 - IG-7 = PLUG-IN REPLACEMENT STARTER FOR 70/10/15DMH UNITS
 - WHS090 = HOUSE SIDE SHIELD, 90 DEGREES
 - WHS120 = HOUSE SIDE SHIELD, 120 DEGREES
 - WHS180 = HOUSE SIDE SHIELD, 180 DEGREES



THIS DRAWING, WHEN APPROVED, SHALL BECOME THE COMPLETE SPECIFICATION FOR THE MATERIAL TO BE FURNISHED BY HOLOPHANE COMPANY. IT IS THE POLICY OF HOLOPHANE COMPANY TO BE SUPPLIED, BUT ONLY AFTER APPROVAL BY THE CUSTOMER OR THEIR REPRESENTATIVE. AN APPROVED TEMPLATE FROM THE CUSTOMER IS REQUIRED. THE PARTS OF THE PRODUCT OF HOLOPHANE AND ITS LOANED SUBJECT TO RETURN UPON DEMAND AND UPON EXPRESS CONDITION THAT IT WILL NOT BE USED EXCEPT AS OR DIRECTLY IN CONNECTION WITH THE MATERIAL FURNISHED BY HOLOPHANE.

ORDER #:	
TYPE:	
DRAWN: AWU	
DATE: 2-08-06	
DWG #: LUM_WAU	



Utility Washington Postlite[®]
Series Luminaire

DECORATIVE
OUTDOOR



Specifications

GENERAL DESCRIPTION

The Utility Washington Postlite luminaire is designed for ease of maintenance with the plug-in electrical module common to each of the luminaires in Holophane's Utility Luminaire Series. The traditional acorn shaped luminaire, while reminiscent of the 1920's, contains a precision optical system that maximizes post spacings while maintaining uniform illumination.

OPTICAL SYSTEM

The optical assembly is a precisely molded thermal resistant borosilicate glass reflector and refractor. The upper portion of this system incorporates a series of reflecting prisms that redirect over 50% of the upward light into the controlling refractor while allowing a soft uplight component to define the traditional acorn shape. Two decorative aluminum top cover options are available. The lower portion uses precisely molded refracting prisms to control the distribution of light to maximize utilization, uniformity, and luminaire spacing. The very top of this assembly is a removable prismatic glass cover with decorative finial for toolless entry into the lamp chamber. Three unique optical assemblies are available, designed for IES type III, type IV, and type V distribution.

LUMINAIRE HOUSING

The luminaire housing, cast of aluminum, provides an enclosure for the plug-in electrical module. The nickel plated lamp grip socket and three station incoming line terminal block are prewired to a five conductor receptacle for ease in connection the electrical module. The slipfitter will accept a 3" by 2-7/8" to 3-1/8" O.D. tenon.

LUMINAIRE HOUSING / DOOR

Cast of aluminum, the housing / door is removable without the use of tools and is retained by a nonconductive lanyard, attached to the door and to the housing. For units with an E.E.I.-N.E.M.A. twist lock photocell receptacle, the door contains an acrylic "window" to allow light to reach the cell.

ELECTRICAL MODULE

The ballast components are mounted on a steel plate that is removable without the use of tools. A matching five conductor plug connects to the receptacle in the luminaire housing to complete the wiring. Where a starting aid is required, it is provided with a separate plug-in connector and can be replaced without the use of tools. For photoelectric operation, the electrical module is provided with an E.E.I.-N.E.M.A. twist lock photocell receptacle.

BALLASTS

(Refer to Ballast Data Sheet for specific operation characteristics)
50 watt 120 volt High Pressure Sodium (HPS) ballasts are High Power Factor Reactor type. All other HPS ballast are High Power Factor Autotransformer type.
175 watt Metal Halide (MH) ballasts are Peak Lead Autotransformer type. 70 and 100 watt MH units are available only with High Power Factor High Reactance type ballast.
All Mercury Vapor (MV) ballasts are High Power Factor Constant Wattage Autotransformer (CWA) type.

FINISH

The luminaire is finished with polyester powder paint applied after a seven stage pretreatment process to insure maximum durability.

UL

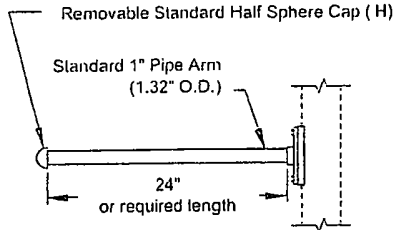
The luminaire is UL listed as suitable for wet locations at a maximum of 40 degrees C ambient temperature.

THIS DRAWING, WHEN APPROVED, SHALL BECOME THE COMPLETE SPECIFICATION FOR THE MANUFACTURE OF THE LUMINAIRE DESCRIBED HEREIN. NO CHANGES OR MODIFICATIONS SHALL BE MADE WITHOUT THE WRITING OF HOLOPHANE AND/OR HOLOPHANE ELECTRICITY COMPANY. THIS PRINT IS THE PROPERTY OF HOLOPHANE AND IS LOANED, SUBJECT TO RETURN UPON DEMAND AND UPON DEPOSIT OF A \$500.00 RETAINAGE. NO PARTS, MATERIALS, OR WORKMANSHIP SHALL BE REPRODUCED OR USED IN ANY MANNER WITHOUT THE WRITING OF HOLOPHANE AND/OR HOLOPHANE ELECTRICITY COMPANY. CONNECTION WITH MATERIAL FURNISHED BY HOLOPHANE.

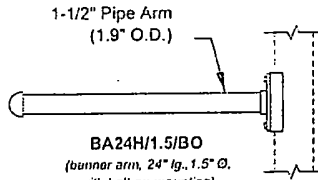
ORDER #:	
TYPE:	
DRAWN: AWU	
DATE: 2-08-06	
DWG #: LUM_WAU	

Banner Arms

Cast Aluminum



BA24H/1/BO
(banner arm, 24" lg., 1" Ø,
with bolt-on mounting)

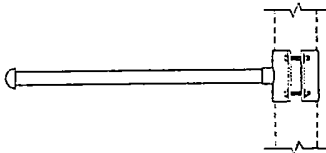


BA24H/1.5/BO
(banner arm, 24" lg., 1.5" Ø,
with bolt-on mounting)

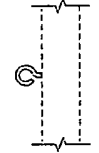
Other size Banner Arms Available:

BAXXH/1.75 (banner arm, XX" lg., 3/4" pipe (1.05" O.D.))
BAXXH/1.25 (banner arm, XX" lg., 1-1/4" pipe (1.66" O.D.))

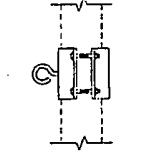
OTHER MOUNTING OPTIONS



BA24H/1/CO
(banner arm with clamp-on mounting)

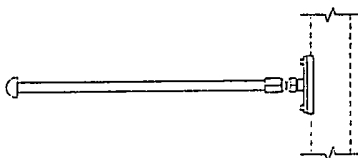


-EB/BO
(eyebolt mounted to post for securing banner bottom)

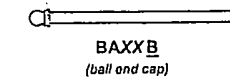


-EB/CO
(eyebolt with clamp on mounting for securing banner bottom)

OTHER OPTIONS



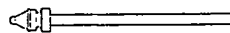
BBA24H/1/BO
(break-away banner arm)



BAXXB
(ball and cap)

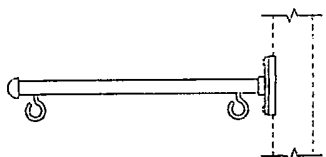


BAXXA
(acorn end cap)

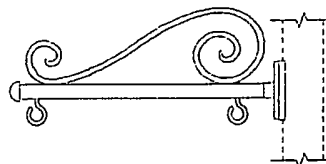


BAXXR
(raleigh end cap)

CUSTOMS



BA24H/1/BO/2EB
(two eyebolts on arm)



BA24H/1/BO/S/2EB
(decorative scroll & two eyebolts on arm)

Banner arms can add substantial wind loading to the post you select. Please coordinate the correct post size and style with the factory.

SPECIFICATIONS

DESCRIPTION

The banner arms shall consist of a round, extruded aluminum pipe and a removable cast aluminum end cap. Bottom eyebolts and banner arms with breakaway couplings, are optional and recommended because of the wind load from the banner.

CONSTRUCTION

The banner arm shall be welded to a mounting plate or a post clamp. All welding shall be per ANSI/AWS D1.2-90. All welders shall be certified per ANSI/AWS D1.2-90 Section 5.

MATERIALS

The end caps shall be, cast aluminum produced from certified ASTM 356.1 ingot per ASTM B-179-95a or ASTM B26-95. The banner arm, mounting plate and post clamp shall be aluminum, ASTM 6061 alloy, heat treated to a T6 temper. All hardware shall be stainless steel.

INSTALLATION

The bolt-on banner arm shall bolt to a mounting channel provided on the side of the post with four stainless steel screws. Eyebolts shall screw into the post or clamp on. All clamp-on mountings shall clamp around the post, secured with four 3/8" hex head bolts. (Post dia. at mounting point must be specified.) A minimum mounting height of 10 feet is recommended for the bottom banner arm. (Arms are not designed for pedestrian interference.) (For information on specifying orientation and mounting heights see "Orientation Guide" in the back of the Accessories section of catalog.) (Banners to be provided by others.)

DIMENSIONS

The banner arms shall be available in 1.05", 1.32", 1.66" or 1.9" O.D. and to the specified length.

For finish specifications and color options see "Finish" section in catalog.

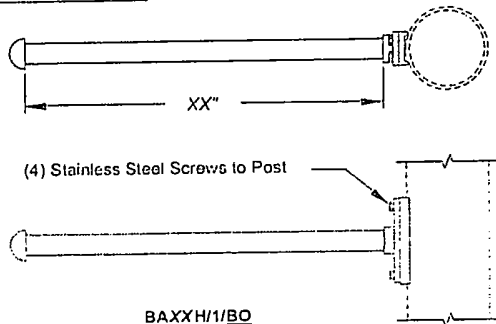
HOLOPHANE
LEADER IN LIGHTING SOLUTIONS
An Acuity Brands Company
214 OAKWOOD AVENUE · NEWARK, OHIO 43055

US-2400

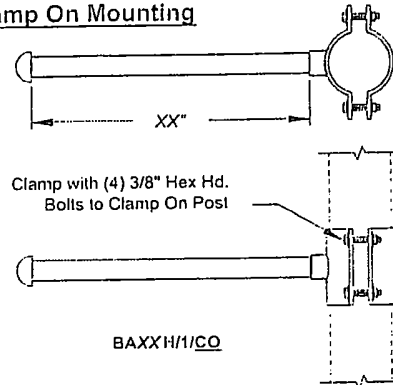
Banner Arms Cast Aluminum

MOUNTING DETAILS

Bolt-On Mounting

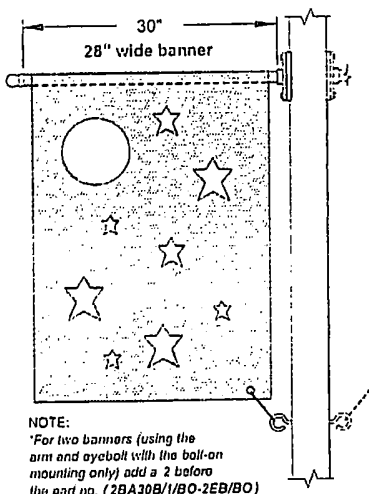


Clamp On Mounting

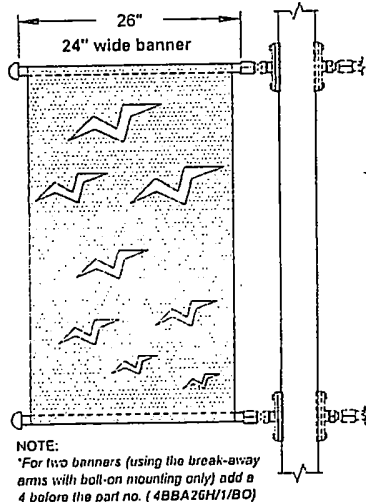


SUGGESTED BANNER ARM USAGE

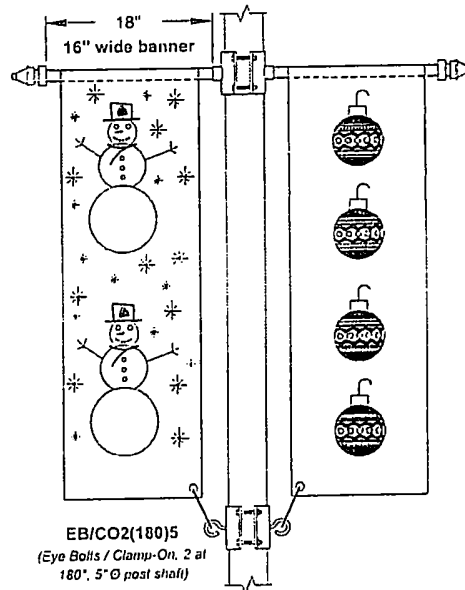
BA30B/1/BO*
(Banner Arm, 30", Ball end cap / 1" Ø / Bolt On)



2BBA26H/1/BO*
(2 Break-away Banner Arms, 26", Half sphere end cap / 1" Ø / Bolt On)



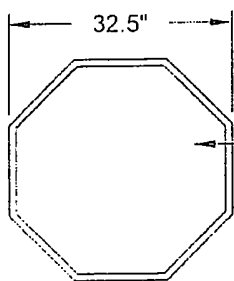
BA18R/1.25/CO2(180)5
(Banner Arms, 18", Raleigh end cap / 1.25" Ø / Clamp On, 2 arms at 180°, 5" Ø post shaft)



NOTE:
* For information on specifying orientation and mounting heights see Orientation Guide in the back of the Accessories section in the catalog. A minimum mounting height of 10' is recommended for the bottom banner arm.
* Banners not furnished by Holophane.

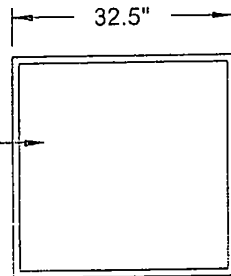
ORDERING GUIDE		sample catalog number	banner arm, end cap / Arm Ø / mounting option	-eyebolt	-material / finish
		2BBA24H/1/BO-2EB/BO-CA/BK	2BBA24 H / 1 / BO	-2EB/BO	-CA/BK
Banner Arms (check appropriate boxes) (fill in ___ with desired arm length in inches)	Mounting Options (fill in ___ with diameter of post shaft, at clamp, in inches)	Eyebolts (for securing banner bottom) (fill in ___ with diameter of post shaft, at clamp, in inches)			
<input type="checkbox"/> BA ___ Std. Banner arm	<input type="checkbox"/> /BO Bolt On (Bolts onto Post)	<input type="checkbox"/> -EB/BO Bolt On Eyebolt (Bolts onto Post)			
<input type="checkbox"/> BBA ___ Break-away Banner arm	<input type="checkbox"/> /CO Clamp On (Clamps around Post)	<input type="checkbox"/> -EB/CO ___ Clamp On Eyebolt (Clamps around Post)			
Banner Arm End Caps	<input type="checkbox"/> /CO2(180) ___ Clamp On (two arms at 180°)	<input type="checkbox"/> -EB/CO2(180) ___ Clamp On Eyebolt (two arms at 180°)			
<input type="checkbox"/> H Std. Half Sphere Cap	<input type="checkbox"/> /CO2(90) ___ Clamp On (two arms at 90°)	<input type="checkbox"/> -EB/CO2(90) ___ Clamp On Eyebolt (two arms at 90°)			
<input type="checkbox"/> B Ball Cap	<input type="checkbox"/> /CO3(90) ___ Clamp On (three arms at 90°)	<input type="checkbox"/> -EB/CO3(90) ___ Clamp On Eyebolt (three arms at 90°)			
<input type="checkbox"/> A Acorn Cap	<input type="checkbox"/> /CO4(90) ___ Clamp On (four arms at 90°)	<input type="checkbox"/> -EB/CO4(90) ___ Clamp On Eyebolt (four arms at 90°)			
<input type="checkbox"/> R Raleigh Cap	Options	Material / Finish			
Banner Arm Diameters	<input type="checkbox"/> /2EB Two Eyebolts on Arm	<input type="checkbox"/> -CA/BK Cast Alum./Black (Std.)			
<input type="checkbox"/> /.75 3/4" Pipe (1.05" O.D.)	<input type="checkbox"/> /S/2EB Decorative Scroll & Eyebolts on Arm	<input type="checkbox"/> -CA/DB Cast Alum./Dark Bronze			
<input type="checkbox"/> /1 Std. 1" Pipe (1.32" O.D.)		<input type="checkbox"/> -CA/DG Cast Alum./Dark Green			
<input type="checkbox"/> /1.25 1-1/4" Pipe (1.66" O.D.)		<input type="checkbox"/> -CA/CC Cast Alum./Custom Color			
<input type="checkbox"/> /1.5 1-1/2" Pipe (1.9" O.D.)		<input type="checkbox"/> -CA/PP Cast Alum./Prime Painted			
 An Acuity Brands Company LEADER IN LIGHTING SOLUTIONS 311 DAWNWOOD AVENUE NEWARK, OHIO 43051		US-2400			

Traffic Signs Cast Aluminum Frames



OCS30/CO
(Octagonal Sign)

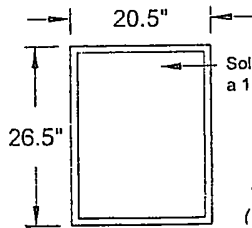
Other Sizes
OCS24/CO
(24" Sign)



SQS30/CO
(Square Sign)

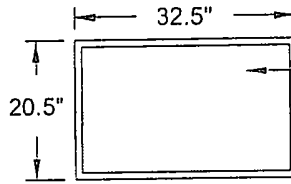
[Note: Sign frames shown have clamp on (CO) mounting]

Other Sizes
SQS18/CO
(18" Sign)
SQS24/CO
(24" Sign)



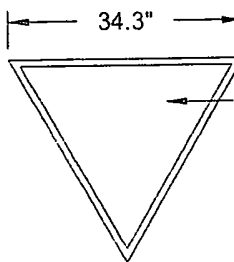
VRS1824/CO
(Vertical Rectangular Sign)

Other Sizes
VRS1218/CO
(12" x 18" Sign)
VRS2430/CO
(24" x 30" Sign)



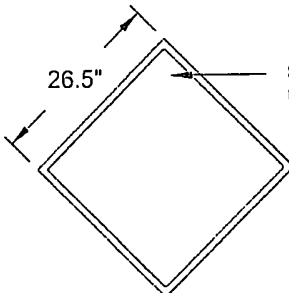
HRS3018/CO
(Horizontal Rectangular Sign)

Other Sizes
HRS3612/CO
(36" x 12" Sign)



TRS30/CO
(Triangular Sign)

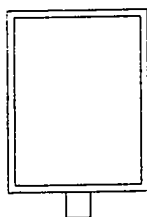
Other Sizes
TRS36/CO
(36" Sign)



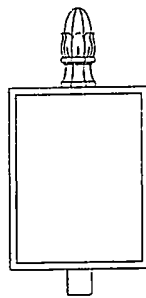
DIS24/CO
(Diamond Sign)

Other Sizes
DIS30/CO
(36" Sign)

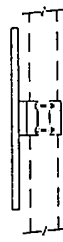
OPTIONS



VRS1824/PT
(with Post Top Mounting)



VRS1824/PT/AF
(with Post Top Mounting and
Decorative Post Top Finial)



VRS1824/CO
(with Clamp On Mounting)

SPECIFICATIONS

DESCRIPTION

The traffic sign frame shall be a onepiece casting with a solid backing and a 1" thick border. The sign frame shall be an octagonal, square, rectangular, triangular, or diamond shaped.

CONSTRUCTION

The sign frame shall be welded to a post clamp or a post top fitter. All welding shall be per ANSI/AWS D1.2-90. All welders shall be certified per ANSI/AWS D1.2-90 Section 5.

MATERIALS

The sign frame shall be heavy wall, cast aluminum produced from certified ASTM 356.1 ingot per ASTM B-179-95a or ASTM B26-95. The post top fitter and post clamp shall be aluminum, ASTM 6061, heat treated to a T6 temper. All hardware shall be stainless steel.

INSTALLATION

The clamp-on sign frame shall clamp around the post, secured with four 3/8" hex head bolts. (Post diameter at mounting point must be specified.) The post top mounting shall fit on a 3" OD x 3" tall tenon with six 1/4" diameter socket set screws. (Lettering and graphics provided by others)

DIMENSIONS

The traffic sign dimensions shall be as shown on the drawings. Other sizes are available. Contact Holophane for more information. For finish specifications and color options see "Finish" section of catalog.

HOLOPHANE
LEADER IN LIGHTING SOLUTIONS
An AcuityBrands Company

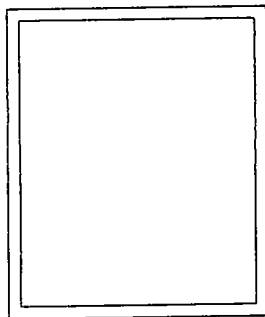
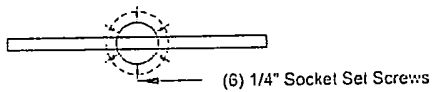
214 OAKWOOD AVENUE - NEWARK, OHIO 43055

US-2309

Traffic Signs Cast Aluminum Frames

MOUNTING OPTIONS

Post Top Mounting

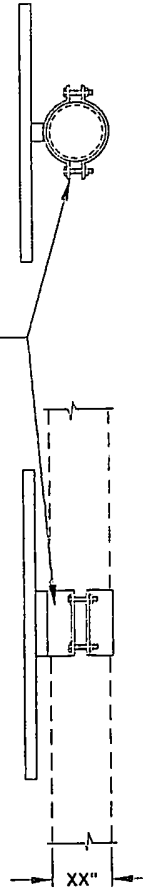
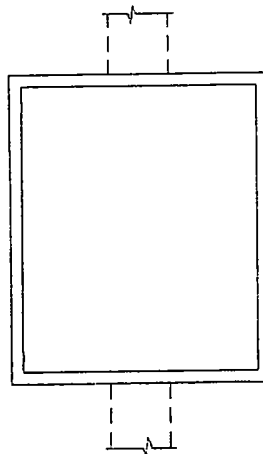


(6) 1/4" Socket Set Screws
Slip Fits 3" O.D. x 3" High Tenon

VRS1824/PTXX

Clamp-On Mounting

Clamp with (4) 3/8" Hex Hd. Bolts to Clamp On Post



XX"

VRS1824/COXX

ORDERING GUIDE

sample catalog number
OCS30/PT/AF-CA/BK

Sign Frame
OCS30
Octagonal Sign 30"

Mounting Option
/PT
Post Top

Decorative Option
/AF
Acorn Finial

Material / Finish
-CA/BK
Cast Aluminum/Black

Sign Frames (check appropriate boxes)

Octagonal Frames

- OCS24 24" Sign
- OCS30 30" Sign

Square Frames

- SQS18 18" Sign
- SQS24 24" Sign
- SQS30 30" Sign

Vertical Rectangular Frames

- VRS1218 12" x 18" Sign
- VRS1824 18" x 24" Sign
- VRS2430 24" x 30" Sign

Horizontal Rectangular Frames

- HRS3018 30" x 18" Sign
- HRS3612 36" x 12" Sign

Triangular Frames

- TRS30 30" Sign
- TRS36 36" Sign

Diamond Frames

- DIS24 24" Sign
- DIS30 30" Sign

Material / Finish

- CA/BK Cast Alum./Black (Std.)
- CA/DB Cast Alum./Dark Bronze
- CA/DG Cast Alum./Dark Green
- CA/CC Cast Alum./Custom Color
- CA/PP Cast Alum./Prime Painted

Mounting Options

- /CO Clamp On (Clamps around Post)
- /PT Post Top (Mounts on top of Post)

Decorative Options

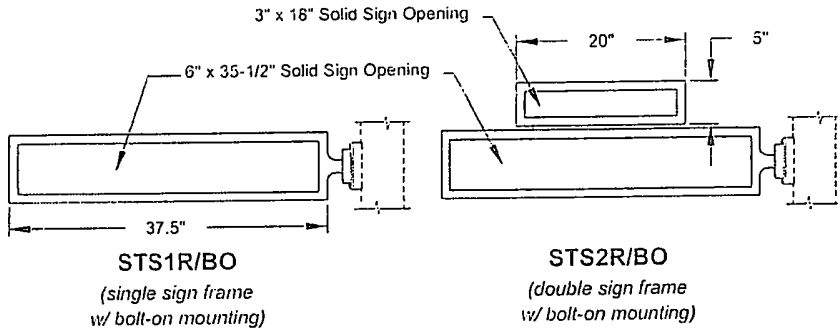
- /AF Acorn Finial



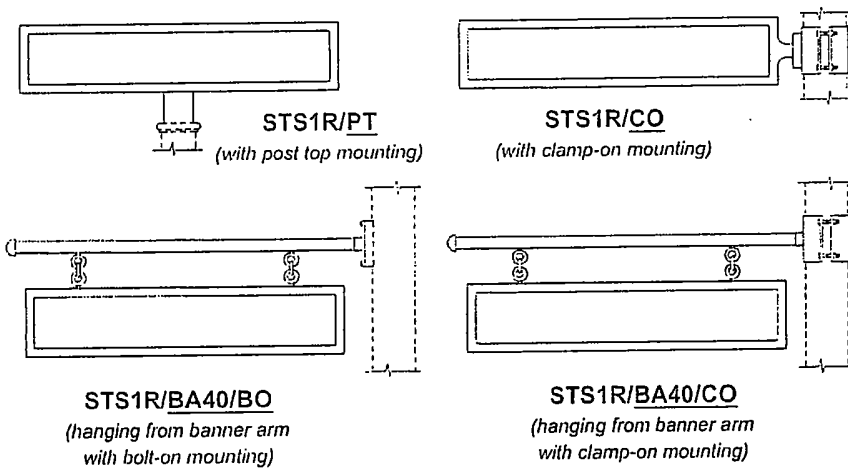
An Acuity Brands Company
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Street Signs

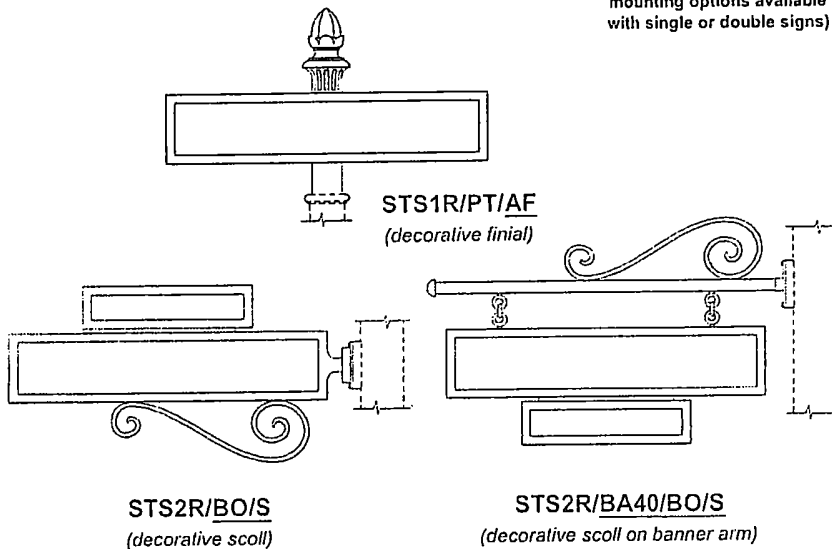
Cast Aluminum Rectangular Frames



OTHER MOUNTING OPTIONS



DECORATIVE OPTIONS



(Note: All decorative and mounting options available with single or double signs)

SPECIFICATIONS

DESCRIPTION

The street sign frame shall be a rectangular shaped, one-piece casting with a solid backing and a 1" thick border. The sign frame has an optional smaller top casting typically used for cross street name. The sign frame is identical on both sides.

CONSTRUCTION

The street sign frame shall be welded to a mounting plate, post clamp, or post top fitter. All welding shall be per ANSI/AWS D1.2-90. All welders shall be certified per ANSI/AWS D1.2-90 Section 5.

MATERIALS

The sign frame shall be heavy wall, cast aluminum produced from certified ASTM 356.1 ingot per ASTM B-179-95a or ASTM B26-95. The mounting plate, post clamp, post top fitter, and banner arm shall be aluminum, ASTM 6061, heat treated to a T6 temper. All hardware shall be stainless steel.

INSTALLATION

The bolt-on sign frame shall bolt to a mounting channel on the side of the post with four stainless steel screws. The clamp-on mounting shall clamp around the post, secured with four 3/8" hex head bolts. (Post dia. at mounting point must be specified.) The post top mounting shall fit on a 3" O.D. x 3" tall tenon with six 1/4" dia. socket set screws. (Lettering and graphics provided by others) (For information on specifying orientation and mounting heights, see "Orientation Guide" in the back of the Accessories section.)

DIMENSIONS

Sign frame shall measure 37.5" wide and 8" tall with a 6" x 35.5" opening for graphics mounting. The optional smaller frame shall measure 20" wide and 5" tall with a 3" x 18" opening for graphics mounting.

For finish specifications and color options, see "Finish" section in catalog.

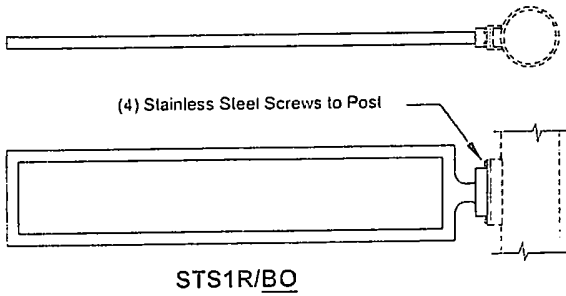

HOLOPHANE
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US-2308

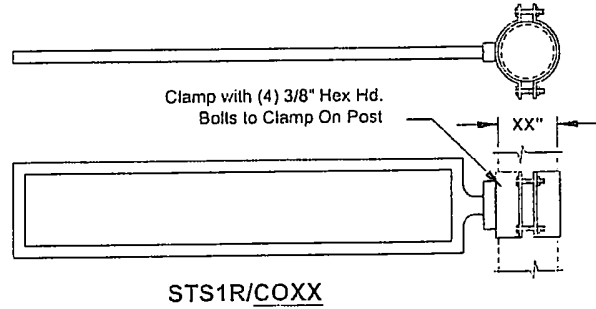
Street Signs Cast Aluminum Rectangular

MOUNTING DETAILS

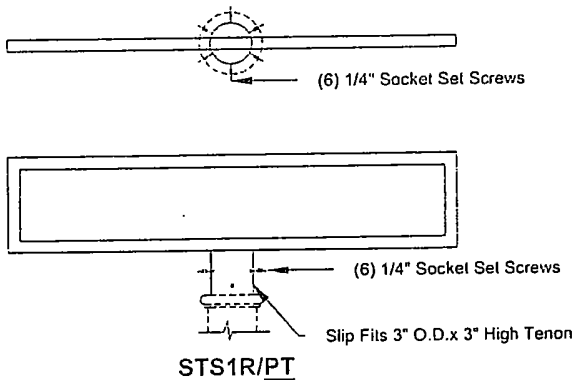
Bolt-On Mounting



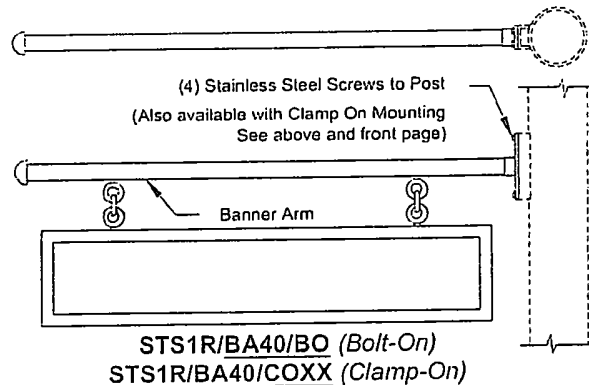
Clamp-On Mounting



Post Top Mounting



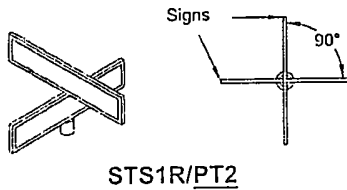
Hanging with Bolt-On or Clamp-On Mounting



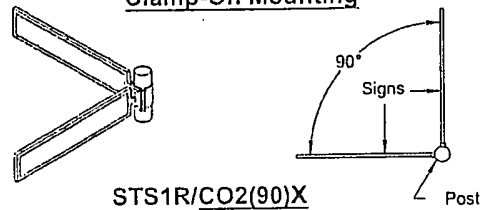
TWIN SIGN ORIENTATION

For Twin Signs (with Bolt-On mounting only) a 2 is added before the part no. (example 2STS1R/BO)
For information on specifying orientation and mounting heights see Orientation Guide in the back of the Accessories section in the catalog.

Post Top Mounting



Clamp-On Mounting



ORDERING GUIDE

sample catalog number
2STS2R/BA40/BO/S-CA/BK

Sign Frame	Mounting Option	Decorative Option	Material / Finish
2STS2R Twin, Street Sign, Double, Rectangular	/BA40/BO Banner Arm, 40" Bolt On	/S Scroll	-CA/BK Cast Aluminum/Black

Sign Frames

- STS1R Single Frame
- STS2R Double Frame
- 2STS1R* Twin Single Frame (Bolt On only)
- 2STS2R* Twin Double Frame (Bolt On only)

* NOTE:

For Twin Signs (with Bolt On mounting only) a 2 is added before the part number.

For information on specifying orientation and mounting heights, see Orientation Guide in the back of the Accessories section in the catalog.

Mounting Options

- (fill in ___ with diameter of post shaft, at clamp, in inches)
- /BO* Bolt On
 - /CO ___ Clamp On
 - /CO2(90) ___ Clamp On, Twin Signs at 90°
 - /PT Post Top
 - /PT2 Post Top, Twin Signs
 - /BA40/BO* Banner Arm, 40", Bolt On
 - /BA40/CO Banner Arm, 40", Clamp On
 - /BA40/CO2(90) ___ Banner Arm, 40", Clamp On, 2 at 90°

Decorative Options

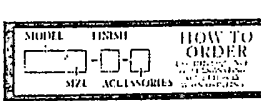
- /S Scroll (On Sign or Banner Arm)
- /AF Finial (On Post Top Frame)

Material / Finish

- CA/BK Cast Alum./Black (Std.)
- CA/DB Cast Alum./Dark Bronze
- CA/DG Cast Alum./Dark Green
- CA/CC Cast Alum./Custom Color
- CA/PP Cast Alum./Prime Painted



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Cycle Shed™ Bicycle Lockers-CS™ Series & Electronic eCS Series



CS™ Series and eCS Series Bicycle Lockers by Creative Pipe, Inc. are made to the most stringent specifications and quality standards to provide ultimate security and resistance to vandalism, corrosion, and theft. At Creative Pipe, Inc. we offer lockers made from solid or perforated sheet steel (electro-galvanized mild or stainless) or polyethylene (CS™ Series only).

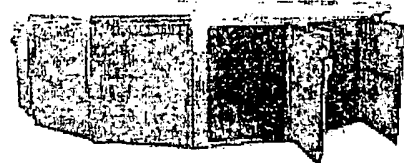
Since 9-11, we have also offered highly transparent perforated sheet steel lockers. Being transparent, this perforated material greatly increases public security by diminishing the chances that bicycle lockers will be used by homeless people, as drug enclosures, or as a place to store and detonate explosive devices. On our sheet steel lockers, perforation is offered on the door, side, or roof panels, or any combination thereof. On our polyethylene lockers, perforated sheet steel viewing windows are available.

eCS Smart Bicycle Locker

The revolutionary eCS™ Bicycle Locker is the only bicycle locker specifically designed to embrace modern technology and to offer the full range of secure bicycle parking options that modern micro-electronics can offer. Functional characteristics long desired by both cyclists and facilities managers such as keyless on-demand parking, pay-parking, usage monitoring, unattended bicycle rental, and a wide range of other options can now be provided at a reasonable cost by the multi-faceted eCS Bicycle Locker. In addition, eCS Bicycle Locker can also offer traditional assigned-key parking. eCS Bicycle Locker's exceptionally low re-keying costs means that each eCS Bicycle Locker customer is guaranteed to receive a unique, one-of-a-kind key. Finally, eCS Bicycle Locker also offers flexibility of choice in panel materials to custom suit particular security, durability, fire-resistance, weather-resistance, visibility, aesthetic, and budgetary requirements. Equally important, eCS Bicycle Locker's frame-and-panel system is the only system specifically engineered to offer high transparency with maximum bicycle security.

CAPACITY:

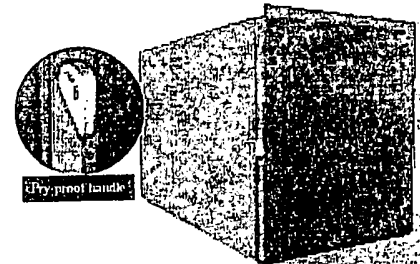
Single capacity triangular unit (pictured); single capacity rectangular unit; traditional double capacity rectangular unit diagonally divided with a lockable door on either end (pictured). Designate "eCS1-T", "eCS1-R", or "eCS2" for a single capacity triangular or rectangular eCS or a double capacity eCS respectively.



eCS-PPD

MATERIAL:

Framework & Doorframes: 12 gauge tubular sheet steel.
Infill Options: 12 or 14 gauge perforated sheet steel with 3/8" holes; Solid 14 or 16 gauge sheet steel.
Locks: Electronic locks. Optional keypad.
Locking Bar: Full length stainless steel with three point locking.



eCS-PPD with optional multi-color panel scheme

AVAILABLE FINISHES:

Graffiti resistant T.G.I.C. polyester powder; optional stainless steel with a satin finish.
**PLEASE PHONE US OR VISIT OUR WEBSITE FOR MORE COMPLETE INFORMATION ON THIS UNIT.



theft-proof handle

Cycle Shed™ Model #: CS 2-C™, CS1-C or CS1-C-T

SPECIFICATIONS

Dimensions: Length: 76"; Width: 39"; Height: 47"
Note: Single capacity units, CS 1-C, are 30" wide.

CAPACITY

1 or 2 bicycles per modular unit (double capacity units are diagonally divided with a door on either end). Units can be used individually or in a linear fashion with other units sharing a common wall. Single capacity units are also available. Please designate "CS1-C" for a single capacity rectangular unit or "CS1-C-T" for a single capacity triangular unit.

MATERIAL

WALL AND TOP PANELS: 16 gauge sheet steel.
Optional 14 gauge sheet steel; optional 12 gauge perforated sheet steel.
DOOR PANELS AND DOOR FRAMES: 12 gauge sheet steel; optional perforated 12 gauge sheet steel door panel.
DIAGONAL PARTITION: External grade OSB. Optional sheet steel or perforated sheet steel.

CONSTRUCTION

Heavy duty 12 gauge tubular steel door frames at both ends.
All fasteners are internal.

Hinges

Heavy duty full length 14 gauge stainless steel piano door hinges.

Locks

Door locks are pop-out T-handles with removable lock cylinder manufactured by either the Tubar Lock Company, Ace Lock Company or the Medeco High Security Lock Company. Locks are individually keyed and equipped with a vertical locking bar which runs the full length of the door from top to bottom. Locks can also be master keyed. Also available with padlock/"U" Lock handles to accommodate either a padlock or "U" lock. (See photo below)

FEATURES AND ACCESSORIES

Number plates (sequentially numbered).
Proprietary stainless steel surface mounted leveling and anchoring system.

FINISH

Graffiti resistant polyester powder coat. Over 180 colors available. Two-tone or multi-color schemes available. Optional stainless steel lockers with satin finish available upon request.

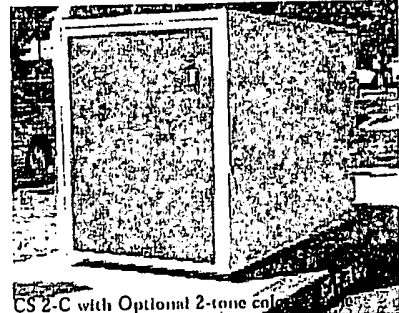
INSTALLATION

Flanged Surface Mount: Proprietary surface mounted leveling and anchoring system secured by stainless steel anchor bolts and possessing a maximum vertical adjustment of 5 inches.

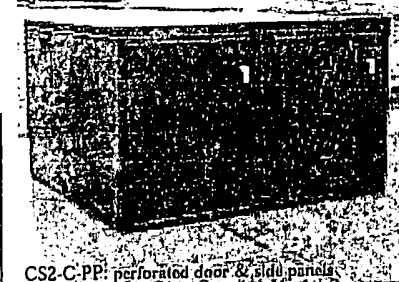
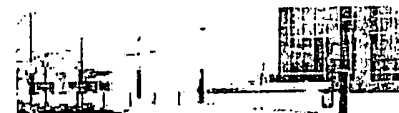
Assembly

Lockers ship broken down for on-site assembly. Doors are factory assembled and hung in their frames prior to shipment.

Accommodates either a Padlock or "U" Lock



CS 2-C with Optional 2-tone color



CS2-C-PP: perforated door & side panels

Specifications

Division 12 – Furnishings
#12 93 00, Site Furniture
#12 93 13, Bicycle Racks

SPECIFICATIONS FOR BOLA™ BICYCLE RACK 05/2006

1. PRODUCT NAME

Site and Street Furniture:
Bola bicycle rack

2. MANUFACTURER

Landscape Forms, Inc.
431 Lawndale Avenue
Kalamazoo, MI 49048
Phone: (800) 521-2546
Phone (269) 381-0396
Fax: (269) 381-3455
Email:
specify@landscapeforms.com

Landscape Forms products are supported by the following manufacturer's qualifications that must be considered to evaluate a product claimed to be an equal substitute.

A. We have been designing and manufacturing site furnishings for the commercial building industry for 35 years.

B. We have an installed base of products worth in excess of one hundred million dollars.

C. We have assets in excess of twenty million dollars.

D. We are able to fill orders within a 40-day schedule.

3. PRODUCT DESCRIPTION

Specifications are subject to change without notice.

Basic Use: For heavy use, public space bicycle rack to be used to secure bicycles when left unattended.

Capacity: Two bicycles.

Composition and materials: Constructed of 1.5" o.d. x .120" wall type 304 stainless steel tubing.

Sizes, Mounting Options, Finishes:

Sizes: Overall installed dimensions are 1-1/2" deep by 27-1/2" wide by 32" high.

Mounting Options: Embedded only.

Finish: #4 satin finish on bare metal.

4. TECHNICAL DATA

Recycled Content: Bola has a recycled material content of 65% or greater. Post consumer content is 50% or greater and pre consumer content is 15% or greater. Bola is 100% recyclable.

5. INSTALLATION

Installation is to be done by Customer or his agent in accordance with specifications of Customer's architect or planner.

6. AVAILABILITY AND COST

Availability: Orders are processed after a signed purchase order or letter order plus approval of all shop drawings or special options (if required). Delivery time varies depending on time of year and customer requirements.

Costs: All prices are from current price list and are FOB, Kalamazoo, Michigan. For specific prices and delivery time, contact: Landscape Forms, Inc. 431 Lawndale Avenue Kalamazoo, Michigan 49048 (800) 521-2546.

7. WARRANTY

Landscape Forms, Inc. warrants its products to be free from defects in material and/or workmanship for a period of three years from the date of invoice. All claims must be submitted in writing, with copy of invoice to: Landscape Forms, Inc. 431 Lawndale Avenue Kalamazoo, Michigan 49048

Landscape Forms, Inc., hereby disclaims all other warranties, express or implied, including any warranty of merchantability of fitness for a particular purpose. This warranty does not apply to damage resulting from accident, alteration, misuse, tampering, negligence, or abuse.

landscapeforms™

431 Lawndale Avenue, Kalamazoo, MI 49048
PH: 800.521.2546, PH: 269.381.0396, FX: 269.381.3455

Specifications

Landscape Forms, Inc. shall, at its option, repair, replace, or refund the purchase price of any items found defective upon inspection by an authorized Landscape Forms service representative.

The foregoing shall constitute the sole and exclusive remedy of the buyer.

Purchasers should be aware that normal use of these high quality products might result in superficial damage affecting the finish. Scratches, nicks, and dents are to be considered normal wear and tear, and are not the responsibility of Landscape Forms.

8. MAINTENANCE

Bola is maintenance free.

9. TECHNICAL SERVICES

Call Landscape Forms, Inc. for information.

10. FILING SYSTEMS

Additional information and samples are available from manufacturer upon request.

landscapeforms™

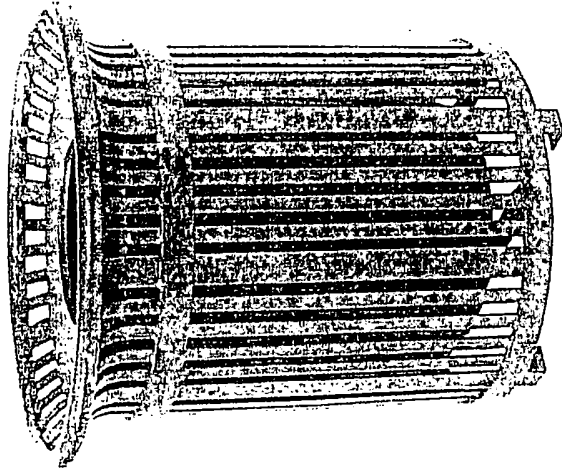
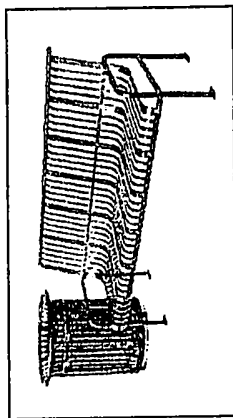
431 Lawndale Avenue, Kalamazoo, MI 49048
PH: 800.521.2546, PH: 269.381.0396, FX: 269.381.3455

The MIDTOWN Series

Litter receptacle

Bench with back is covered by patent no. des. 457,742. All other Midtown pieces are Exclusive By Design™.

Beautify your surroundings with Keystone Ridge Designs' exclusive collection of litter receptacles. The Midtown allows you the freedom to coordinate with a bench series, or mix and match for an eclectic motif.



- Coordinating benches, ash urns, planters, tables and other furnishings
- Exclusive KEYSHIELD™ polyester powder coating finish—our stamp of armored excellence that is foremost in the industry
- Fully assembled unit

Standard Features

- Color: standard KEYSHIELD™ powder coat
- Liner: commercial grade plastic
- Lid: matching flat lid with anti-theft lanyard
- Support: elevated or adjustable

Custom Options

- Color: custom KEYSHIELD™ powder coat
- Liner: galvanized or powder coated steel
- Sleeve: KEYSHIELD™ powder coat color
- Lid: elevated, elevated ash, dome, ash dome, dome with galvanized door, recycling and trash
- Support: bury extension

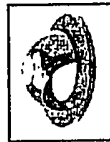
Enhancements

- Ash filler
- Ash sifter
- Custom printed decals
- Cast bronze plaques
- Custom laser cut plaques

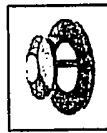
ASH CAPACITY LIDS



Ash Dome



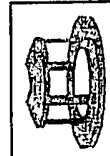
Elevated Ash



Dome



Ash Dome

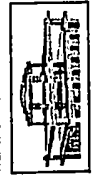


Elevated Ash



Ash Dome

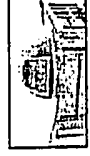
WEATHER-PROTECTANT LIDS



Elevated



Dome



Dome, advanced liner

MESSAGE LIDS



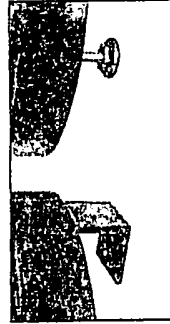
Trash Flat



Recycle Flat



Recycle Flat



Leg options



1-800-284-8208

www.keystoneridgedesigns.com

The MIDTOWN Series

Litter receptacle

Bench with back is covered by patent no. des. 457,742. All other Midtown pieces are Exclusive By Design™.

KEYSHIELD® Metal Finish

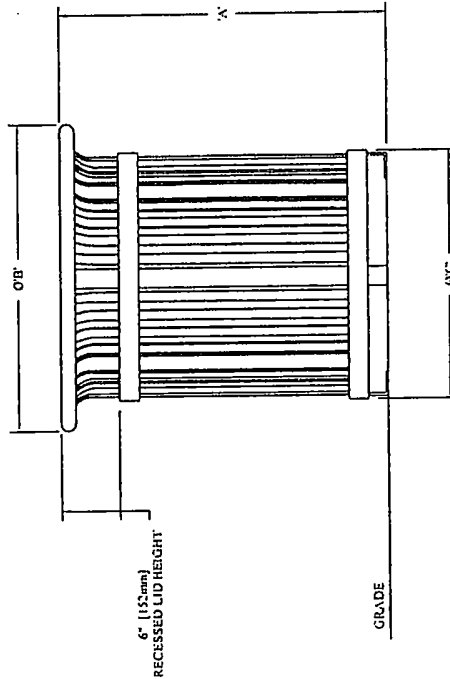
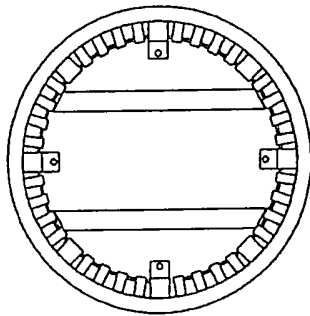
The KEYSHIELD® finish protects each piece of furniture from chipping, cracking, UVa damage and provides unparalleled corrosion resistance. KEYSHIELD® is strength, durability and quality - our assurance of armored excellence. Steel products are finished with a two-coat powder coating process applied to a 7-15 mil thickness. Substrate preparation includes sandblasting to a white finish to remove all surface contaminants, the ultimate degree in powder coat preparation. The raw product then receives a corrosion-inhibiting phosphate coating prior to the application of the powder coating. The first coat applied to the substrate is zinc rich epoxy powder primer used exclusively on sandblasted parts. The second coat is a colored polyester powder coating. Both coats are electrostatically applied and oven cured according to powder coating manufacturing specifications to create a smooth, satin-like finish. The result of this two-coat process is an optimum non-porous armor that defines the Keystone Ridge Designs' stamp of quality. KEYSHIELD® is a registered trademark of Keystone Ridge Designs, Inc.®

Fully Assembled Unit

The Midtown litter receptacle is manufactured as a fully assembled unit to provide ultimate stability and avoid damage during transit to the site.

Proprietary Statement

Keystone Ridge Designs, Inc.® is proud to offer the design community exceptional site amenities. Due to the time and resources invested in designing, manufacturing and marketing Keystone Ridge Designs' products and services, we pursue design patents, copyrights, trademarks and service marks whenever possible. Any unlawful duplication or misrepresentation of Keystone Ridge Designs' products will be rigorously protected.



1-800-284-8208

www.keystoneridgedesigns.com

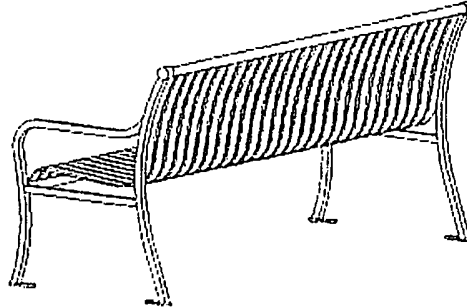
Item #	Description	Diameter (B)	Overall Height		Lid Diameter	Weight
			Elevated Leg (A)	Adjustable Leg		
MT3-22	Midtown litter receptacle 22 gal	26"	27 1/4"	26 3/4"	19 1/2"	136 lbs
MT3-32	Midtown litter receptacle 32 gal	31 1/4"	33 1/2"	32 1/2"	23 5/8"	164 lbs
MT3-38	Midtown litter receptacle 38 gal	31 1/4"	33 1/2"	32 1/2"	23 5/8"	175 lbs

CITYVIEW BENCHES

www.sitescapesonline.com :: info@sitescapesonline.com

CityView Steel Bar End Benches

A popular vertical strap design, the CityView bench is suited for many urban seating solutions. Delivered as a fully assembled, rigid welded unit, this bench bolts directly to a concrete pad for permanent installation and is virtually vandal resistant. In addition to requiring no assembly, this bench remains maintenance free.



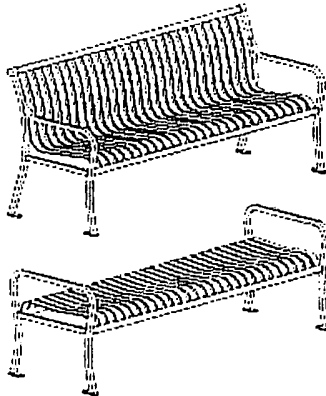
Standard Lengths

The CityView benches are available in standard lengths of

- 6 ft. - Actual bench length is 72".
- 8 ft. - Actual bench length is 96".

Bench Style Options

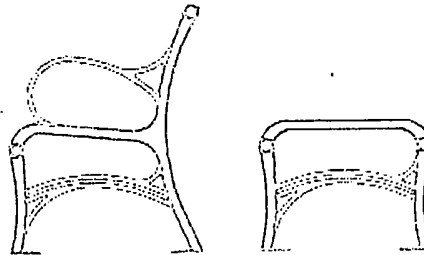
The standard CityView bench (CV1-1000) is a backed seating unit.



For a lower profile look a flat panel CityView bench (CV1-1100) is also available.

Cast End Option

The CityView cast end captures the tradition of a cast iron bench while producing a modern art-nouveau style. Both backed and flat benches are available with cast iron ends.



Arched Back Option

Backed CityView benches are also available with an arched seat panel (CV1-1200). This option adds some additional contour to the standard CityView bench.

Center Armrest Option

CityView benches are available with a matching 1" square steel bar center armrest. Armrests are welded in place and either one or two are available per bench.

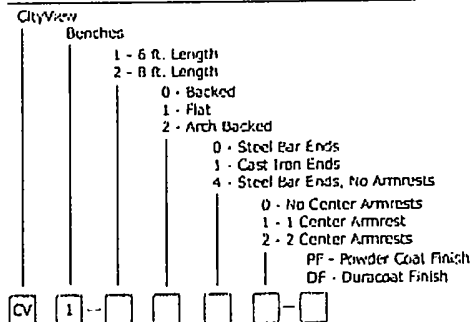
Mounting

Benches are secured with four 1/2" dia. x 4-5" long stainless steel anchor bolts (customer supplied).

To Specify CityView Benches

Materials

- Seat straps - 5/16" x 1 1/2" steel flat bar
- Support pipe - 1" dia. schedule 40 steel tubing
- End units - 1" square solid steel bar
- Foot plates - 5/16" x 1 1/2" steel flat bar



Pedestal Mounted Drinking Fountain



Model 3511 is a "Hi-Lo", barrier-free, antique style, historic fountain made of heavy-duty cast aluminum with a powder-coated finish. It is designed for pedestrian and physically challenged users. It is suited for architectural styles exhibiting an "old town" ambiance, as well as playgrounds and parks. The standard color is black; other colors available at additional cost. Please contact customer service for a color chart or samples.

Model 3511 meets current Federal Regulations for the disabled including those in the Americans with Disabilities Act. Haws manufactures drinking fountains, electric water coolers and electric drinking fountains to be lead-free by all known definitions including ANSI/NSF Standard 61, Section 9, California Proposition 65 and the Federal Safe Drinking Water Act.

Components:

Bubbler Head: Model 5705, sculpted, polished chrome-plated brass, shielded, anti-squirt, integral basin shank, vandal-resistant bubbler head features laminar flow to prevent splashing.

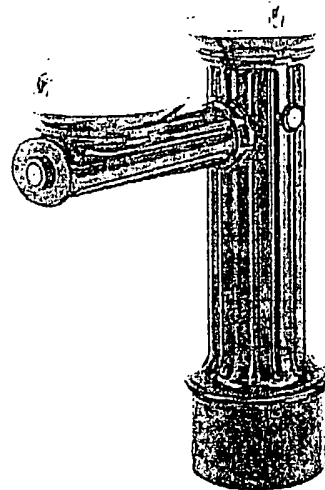
Valve: Model 5874, patented* lead-free forged brass, push activated, front accessible for stream adjustment and servicing, replaceable pressure regulation control cartridge. (Patent No. 6,981,692).

Waste Strainer: 0005624292 is a satin chrome-plated vandal-resistant waste strainer with anti-airlock draining feature. 1-1/2" NPS.

Push Button: Model PBA7, push button assembly has a polished chrome-plated finish.

Accessory: 0006983506 Spanner wrench is used to remove the PBA6 and PBA7 push button cover used with the 5874 valve. Also used to remove retaining ring for replacing the cartridge and screen (VRK5874 kit) in 5874 valve assembly.

3511



Options/Accessories: (Additional costs may apply)

Freeze Resistant Pedestal Drinking Fountain: Model 3511FR, "Hi-Lo", barrier-free, freeze-resistant, antique style historic fountain made of heavy-duty cast aluminum with a powder-coated finish.

Bubbler Head: Model 5725 EnviroGard™ bubbler is a polished chrome-plated solid brass bubbler head with stainless steel water activated pop up canopy. (Patent No. 7,025,282)

Hose Bib: Model 6276, compression hose bib faucet assembly with rough chrome-plated finish.

Bib Faucet: Model 6250LF, self-closing, plain end, lead-free, brass bib faucet with polished chrome-plated finish.

Sand Trap: Model 6635, sand trap has a see through acrylic canister with lifting handle. Sand trap is installed within the pedestal fountain which prevents tampering to the collection canister. Installation of this sand trap precludes the use of the 6276 hose bib and the 6250LF bib faucet.

Sand Trap: Model 6611, sand trap for installing adjacent to pedestal drinking fountains to help prevent debris and contaminants from clogging waste line.

Premier Colors: Nine powder-coated colors, (green, silver, red, blue, black, brown, orange, yellow and white), available for an additional charge.

Premier Finishes: Haws standard satin or high polished finishes in stainless steel, rose or gold available. Specify model with finish by name.

DISCLAIMER: Continued product improvements make specifications subject to change without notice. Check www.hawsco.com for the latest product information and updates.



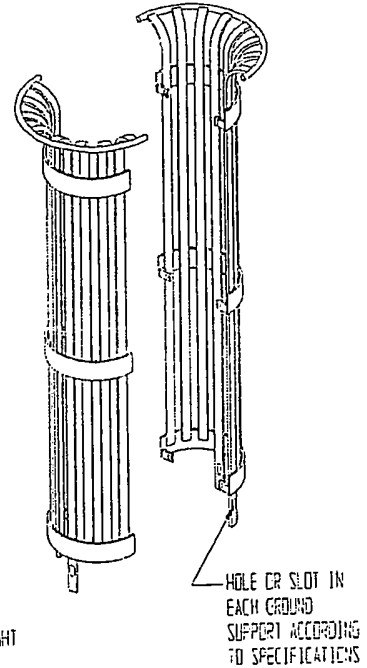
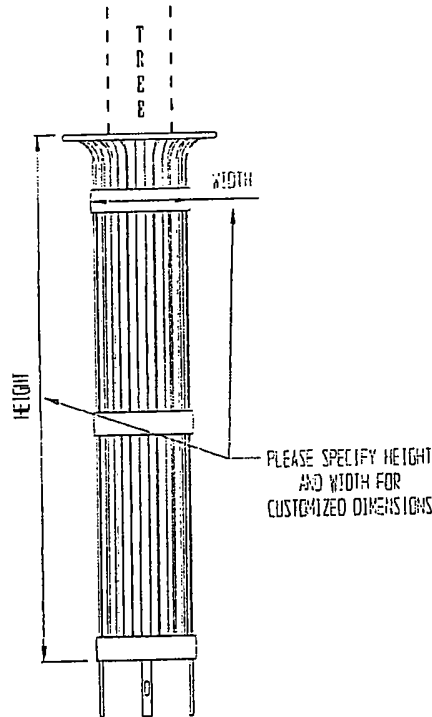
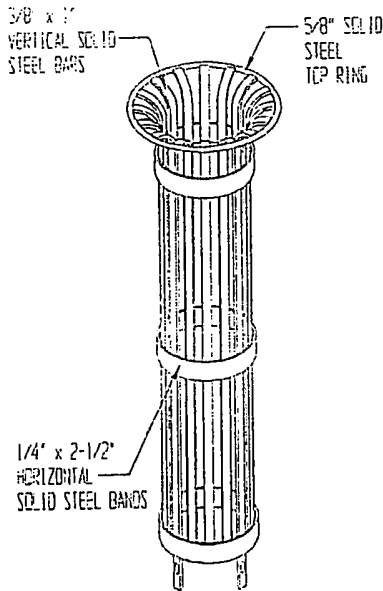
1455 Kleppe Lane, Sparks, NV 89431
v.775.359.4712 l.775.359.7424
e. info@hawsco.com website. www.hawsco.com

30 March, 2007



VICTOR STANLEY, INC.
Manufacturers of Quality Site Furnishings since 1962

P.O. DRAWER 330 - QUAKERTON, PA 20754 USA
 TEL FREE: (800) 330-2573 (USA & CANADA)
 TEL (301) 855-8300 - FAX (410) 257-7579
 WEB SITE: [HTTP://WWW.VICTORSTANLEY.COM](http://www.victorstanley.com)

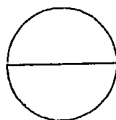


AVAILABLE OPTIONS:
 POWDER COATING
 10 STANDARD COLORS, CUSTOM COLORS (INCLUDING THE RAL RANGE)

WIDTH & HEIGHT
 CUSTOM HEIGHT AND WIDTH: PLEASE SPECIFY FOR CUSTOMIZED DIMENSIONS

NOTES:

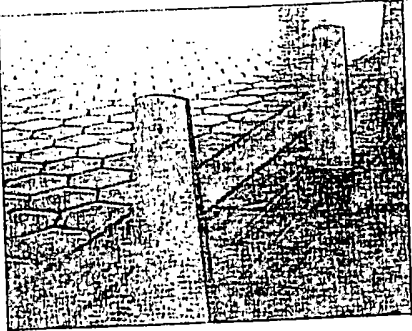
1. DRAWING NOT TO SCALE. DO NOT SCALE DRAWINGS.
2. ALL FABRICATED METAL COMPONENTS ARE STEEL SHOTBLASTED, ETCHED, PHOSPHATIZED, PREHEATED, AND ELECTROSTATICALLY POWDER-COATED WITH T.G.I.C. POLYESTER POWDER COATINGS. PRODUCTS ARE FULLY CLEANED AND PRETREATED, PREHEATED AND COATED WHILE HOT TO FILL CREVICES AND BUILD COATING FILM. COATED PARTS ARE THEN FULLY CURED TO COATING MANUFACTURER'S SPECIFICATIONS. THE THICKNESS OF THE RESULTING FINISH COAT AVERAGES 8-10 MILS (200-250 MICRONS).
3. THIS VICTOR STANLEY, INC. PRODUCT MUST BE PERMANENTLY AFFIXED TO THE GROUND. CONSULT YOUR LOCAL CODES FOR REGULATIONS.
4. ANCHOR BOLTS PROVIDED BY OTHERS.
5. FOR HIGH SALT ABUSIVE CLIMATES, HOT DIP GALVANIZING BEFORE POWDER COATING IS AVAILABLE. SEE WRITTEN SPECIFICATIONS FOR DETAILS.
6. ALL SPECIFICATIONS ARE SUBJECT TO CHANGE. CONTACT MANUFACTURER FOR DETAILS.
7. THIS PRODUCT IS SHIPPED PARTIALLY UNASSEMBLED.



S-6
TRANSITES® SERIES TREE GUARD

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 REV. 8/12/03 DRAWN L.K.P.

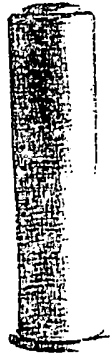
BOLLARDS



Our bollards are designed to provide a wide range of options in architecture and surface design. Not only do bollards work for the separation of pedestrian and vehicle traffic, they also work as decorative light fixtures. Various mounting styles are available and bollards can be customised for use in areas where security is essential.



SAN FRANCISCO



8-2C1



CB



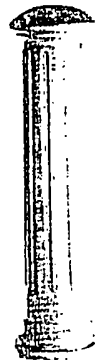
DG5



DG1
with light



DG2
with light



SJ-C1



DG4

PERAN ACCESSORIES
www.peranaccessories.com

SPECIFICATIONS

BOLLARDS

Depending on style, Bollard bodies will either be cast or fabricated.

Material-Fabricated Bollards:

Steel cylinders with cast aluminum tops and bases. Standard finish is Powdercoat.

Material Options-Cylinders:

Stainless steel, Aluminum

Finish Options for cylinders and trim castings:

Paint (wet coat), Brushed, High Polish

Sizes:

4", 6", 8", 14" Diameter x 24"-36" height, or as specified

Material—Cast Bollards:

Standard material is cast Aluminum (Iron for SJC1). Standard finish is Powdercoat.

Material Options:

Iron, Ductile Iron, Bronze, Nickel Bronze

Finish Options:

Paint (wet coat), Brushed, Patina, High Polish

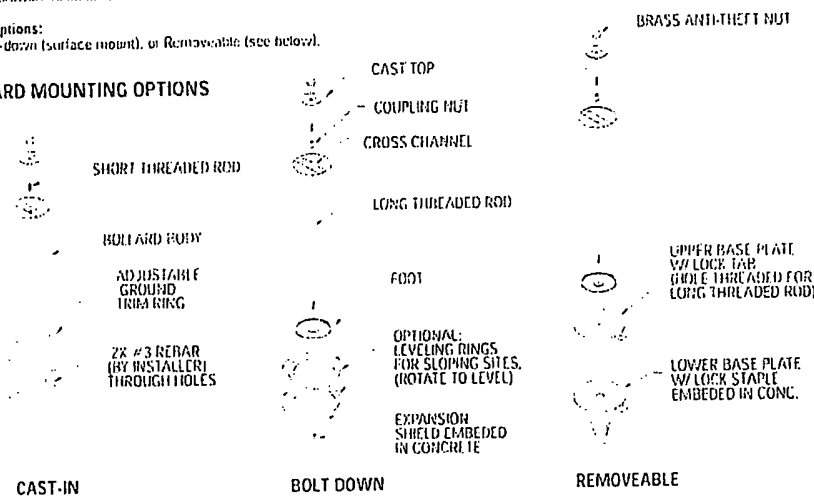
Lighted Bollards:

Light sources are all based and all lighted bollards come equipped with the necessary hardware required for installation.

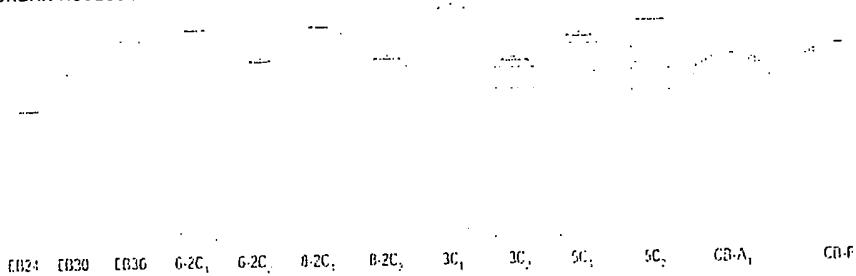
Mounting Options:

Cast-in (Bolt-down (surface mount), or Removable (see below).

BOLLARD MOUNTING OPTIONS



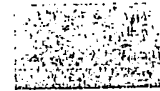
URBAN ACCESSORIES CLASSIC BOLLARDS



Gloss Black



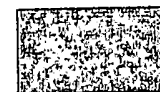
Semi Gloss Black



Brahman Beige



Bronze Brown



Carousel Red



Cast Iron Grey



Florentine Blue



Haggard Blue



Pioneer Sq. Green

BIKE RACKS

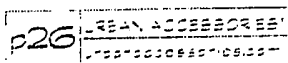
Materials:

Formed and welded steel construction. Standard finish is powdercoat. Optional finish is hot dip galvanneal.

Mounting Options:

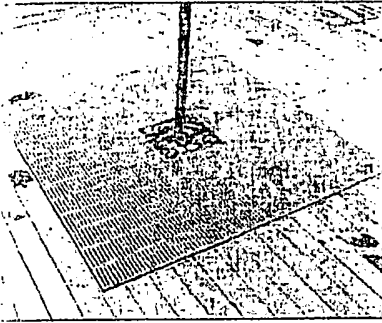
Bolt-down (surface mount), or cast in place.

Rose Bisque

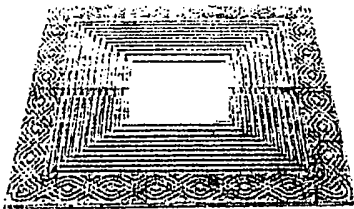


TREE GRATES

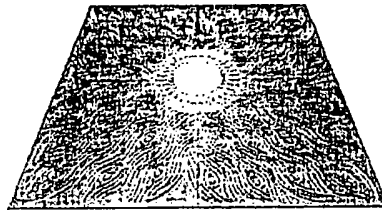
PATTERNS AVAILABLE AS COMBINATION OF SQUARE AND ROUND



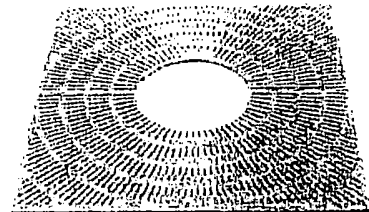
Trees and plantings are a vital resource and require a certain measure of protection from pedestrian and vehicular damage of ground level. While all tree grates possess a decorative flavor and are designed to some extent to blend with the surroundings, more importantly they provide protection and security to the tree, as well as provide a safe entrance or exit of the pedestrian or walkway. Patterns available as combination of Square and Round. See specifications section for details.



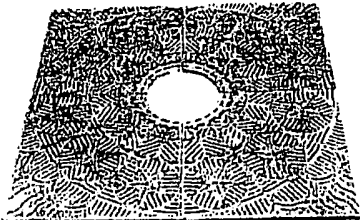
* CHIMOOK
3', 4', 5', 6' SQ
42", 5' RD
4'x6' RCT



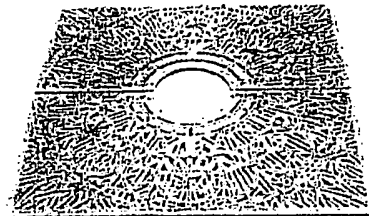
* PAVONE
5' SQ



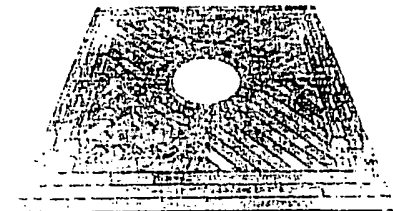
* EVA-SQ
3', 42", 4', 5', 6' SQ
3x5', 3x6', 4x6', 4x8', 5x8', RCT



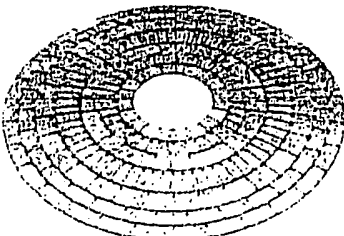
* NORTH STAR
5' SQ
5' RD



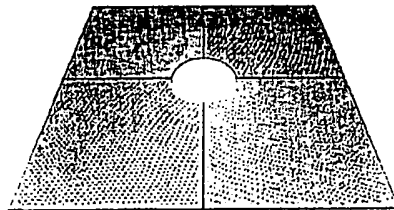
* 01 TITLE-24
3', 42", 4', 5', 6', 8' SQ, RD, COMBO
3x5', 3x6', 4x6', 4x8', RCT



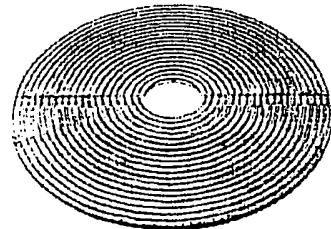
* PROSPECT
5' SQ



* COBBLESTONE
5' RD



* VIPER
5' SQ



* FLAT RAINBOW
2'6", 3', 4', 5', 6' RD
4', 5', 6' SQ

URBAN DESIGN GROUP
1000 15th Street, Suite 1000
San Francisco, CA 94103
PS

URBAN DESIGN GROUP

SPECIFICATIONS

TREE GRATES, TRENCH GRATES, DRAIN COVERS, MANHOLE COVERS, & BUILDING BUTTONS

Materials:
Cast Iron per ASTM A48 class 35b or better.
Standard finish is raw cast grey iron.

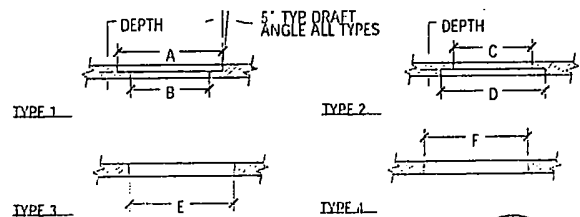
Materials Options:
Cast Aluminum per ASTM B26, Cast Ductile Iron (for vehicular traffic), or Cast Bronze per ASTM B271.

Finish Options:
Iron & Ductile Iron- Powdercoat, Paint (wetcoat), & Prime Coat.
Aluminum & Bronze- Powdercoat, Patina, Brush, & High Polish.

Lightholes, Electrical Access Holes, Fountain Jet Holes:
All patterns available with holes to accommodate fixtures, per customer specifications.
Also available: cast metal and lexan covers.

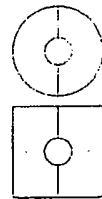
Sizes:
Dimensions stated are nominal. Due to variations in metal, shrinkage amounts may vary slightly from casting to casting; and may affect over-all length of trench runs.
Castings typically measure 1/8" under the size called out. Frames are typically 5/8" oversized.
For exact dimensions, call Urban Accessories directly.

CUSTOM LIGHT PORT ORDERING INFO

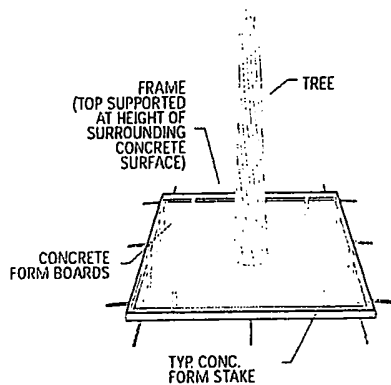


-INDICATE LOCATION/TYPE OF LIGHT PORT(S)
-NOTE DISTANCE FROM OUTSIDE EDGE(S) TO CENTER OF LIGHT PORT
-IF A LIGHTPORT STRADDLES TWO SECTIONS, THERE WILL BE TWO PATTERN CHARGES

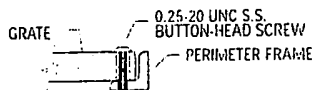
3' & 4' TREE GRATES = TWO SECTIONS
5' TREE GRATES = 4 SECTIONS
6' TREE GRATES, VARIES PER PATTERN



FRAME DETAILS



TREE GRATE FRAME INSTALLATION
STANDARD "S" FRAME USED AS CONCRETE FORM. STAKES OR SPREADERS REQUIRED TO KEEP FRAME FROM DEFORMING DURING CONCRETE PLACEMENT



X-CUT
GRATE BOLT-DOWN DETAIL

<p>"S" STANDARD USED WITH NEW SURROUND SLABS</p>	<p>"R" RETRO FIT USED WITH EXISTING SURROUND SLABS</p>	<p>INVERTED "R" USED WITH EXISTING SURROUND SLABS</p>
<p>"P" PAVER USED WITH PAVERS, SAND SETTING BED</p>	<p>"A" ADJUSTABLE USED WITH PAVERS, GROUT SETTING BED</p>	<p>"P/A" PAVES/ADJUSTABLE USED WITH PAVERS, CONTINUOUS SKIRT</p>

Maps, Roads

Updated June 2, 2009

Murray Fireclay Transportation Master Plan

Fireclay Transportation Plan Modified Plan approved 6-2-09

elev_20

elev_4

Planned Roads

Parcels

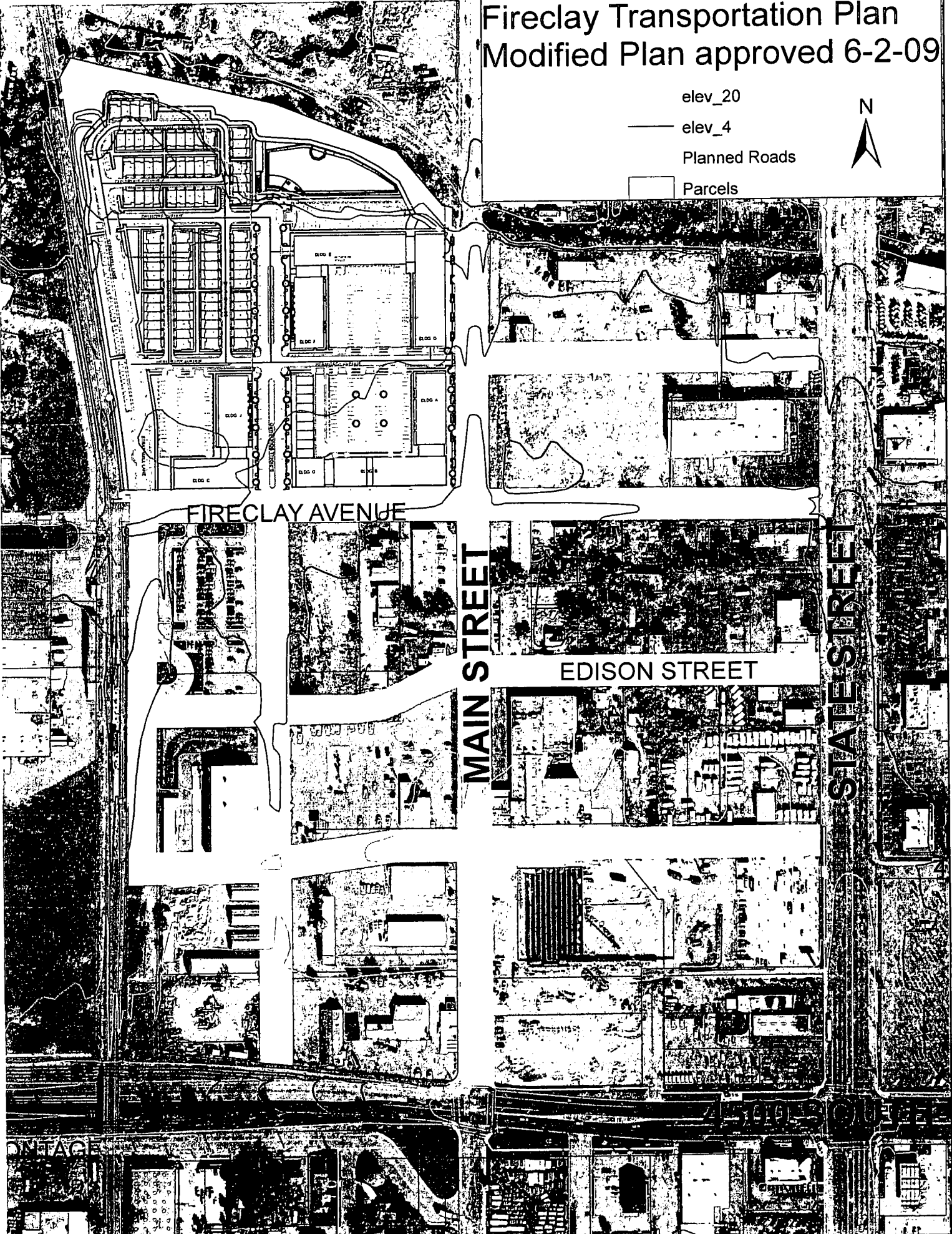


FIRECLAY AVENUE

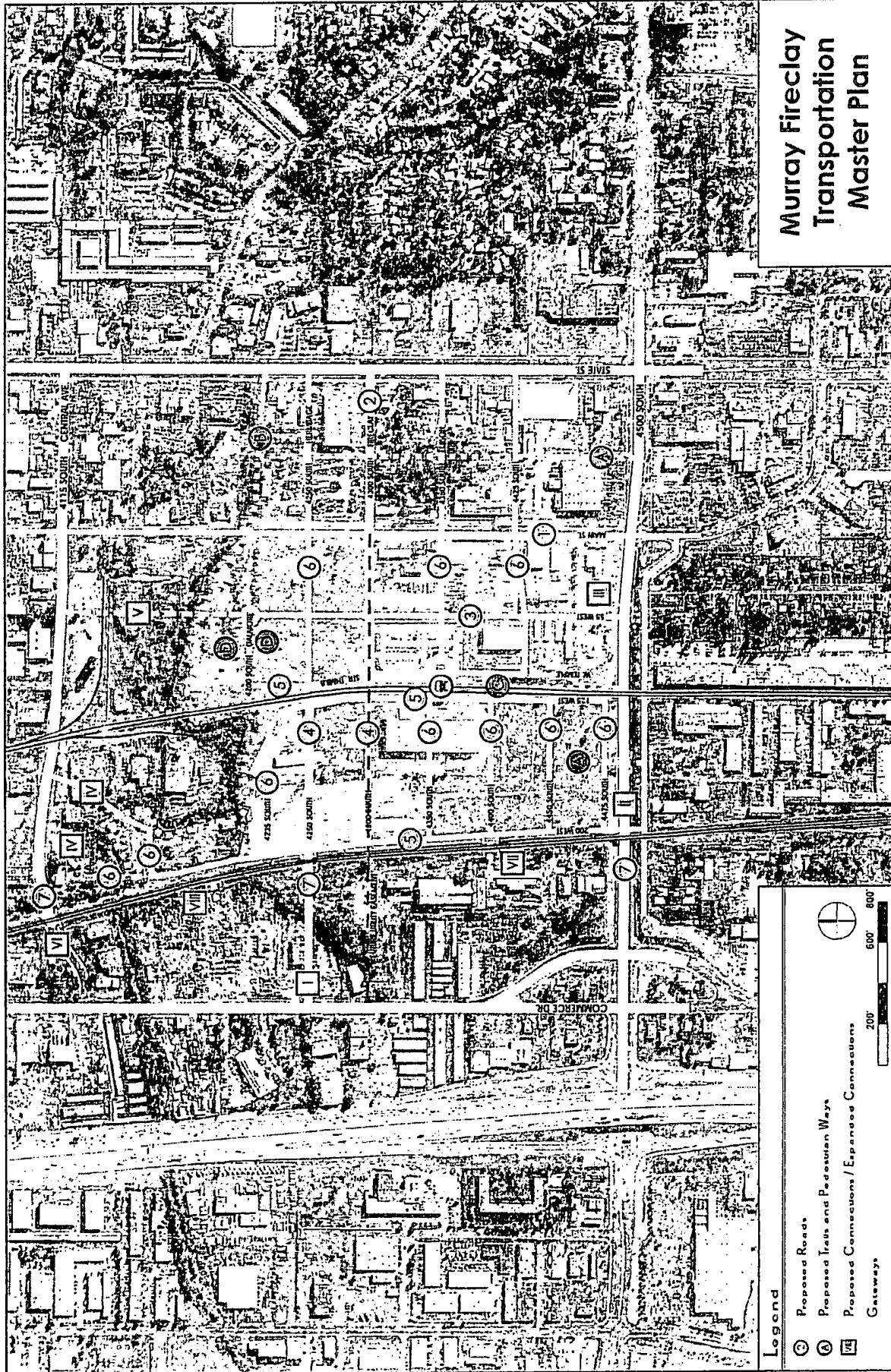
MAIN STREET

EDISON STREET

STATES STREET



Murray Fireclay Transportation Master Plan



MURRAY FIRECLAY TRANSPORTATION MASTER PLAN

SUMMARY OF IMPROVEMENTS

Proposed Roads

1. Primary North-South
2. Primary East-West
3. Promenade
4. Couplet
5. Secondary St. - Rail Adjacent
6. Residential Street
7. Underpass/Overpass
8. Alley

Proposed Trails and Pedestrian Ways

- A. Pedestrian Trail
- B. Creekside Trail
- C. Rainside Trail
- D. Paseo (semi-private)

Proposed Connections / Expanded Connections

- I. Fireclay Ave. over light rail and commuter rail to Commerce Dr.
- II. 200 West bridge over 4500 South
- III. 55 West connection to 4500 South
- IV. 200 West bridge upgrade or alternate bridge
- V. West Temple bridge over Cottonwood Creek
- VI. Central Ave. (4115 South) over commuter rail
- VII. Pedestrian crossing over/under commuter rail @ 4400 South
- VIII. Pedestrian crossing over/under commuter rail @ 4200 South

Gateways

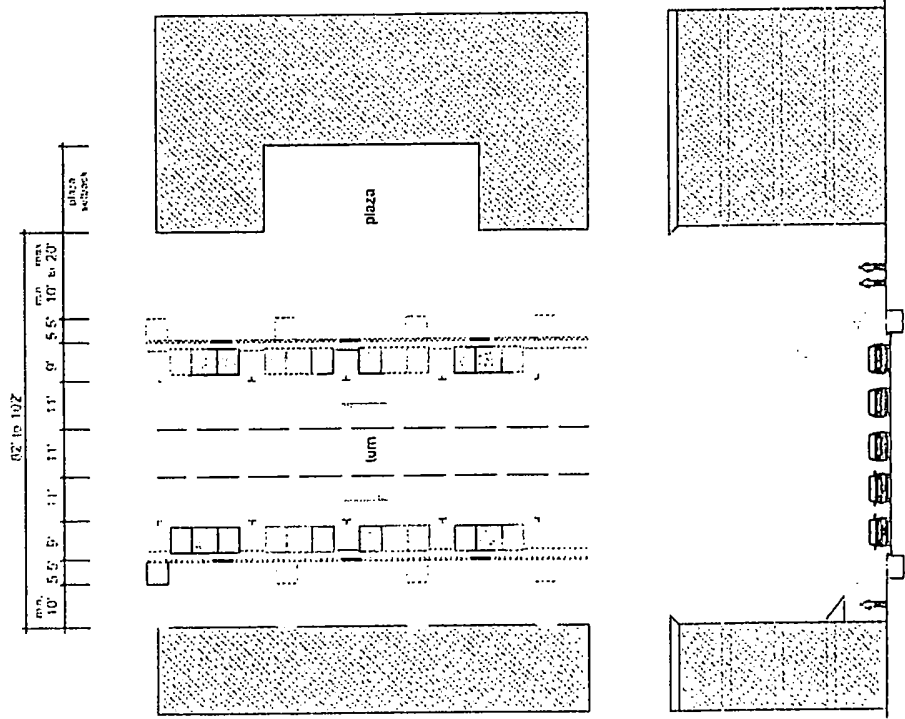
- * 55 West @ 4500 South
- * Main @ 4500 South
- * Fireclay @ State Street

Street Section	1. Principal North-South	2. Principal East-West	3. Promenade	4. Corridor	5. Secondary Street - Road Adjacent	6. Residential Street	7. Underpass/Overpass	8. Alley
Indicators	Main Street	Fidelity Ave. State St. to Commerce Dr. (300 W)	Shelburne Blvd.	Friday Ave. 2500 E (West Temple to Commerce Dr.) Friday Ave. 4000 S (West Temple to 300 W)	Shelburne Way	Huntington Lane Urbanway Way	Central Ave./4115 S under commercial rail Friday Ave./4250 S under commercial rail 300 W over 4200 S	High-back Lane Dismal Lane Commerce Lane Vernal Way
Thoroughfare Type	Principal, Commercial	Principal, Commercial	Principal, Commercial	Secondary	Secondary	Local	Underpass	Alley
Right-of-Way Width	62' to 91'	71' to 91'	60'	61'	65'	Option A (preferred) - 57' Option B (subject to City approval) - 49'	47'	32'
Private Sidewalk Width	0' to 10' each side	0' to 10' each side	0' each side from back of sidewalk	0' min. from back of sidewalk	0' min. from back of sidewalk	0' min. from back of sidewalk	0' min. from back of curb	0' min. from back of curb
Pavement Width	51' (face of curb to face of curb)	40' (face of curb to face of curb)	62' (face of curb to face of curb including median)	20' (face of curb to face of curb)	33' (face of curb to face of curb)	30' (face of curb to face of curb)	22' (face of curb to back of curb)	22' (face of curb to back of curb)
Maneuver	Slow	Slow	Slow	Slow	Slow	Slow	Very slow	Very slow
Design Speed	30 mph	30 mph	30 mph	30 mph	30 mph	15 mph	20 mph	5 mph
Recommended Crossing Time (1.2 ft per second)	12 seconds	12 seconds	10 seconds including median walk	8 seconds	10 seconds	8 seconds	8 seconds	5 seconds
Transit Lanes	2 travel lanes - 11' each	2 travel lanes - 11' each	2 travel lanes - 10' each	1 one-way travel lane - 14'	2 travel lanes - 11' each	2 travel lanes - 11' each	2 travel lanes - 11' each	2 travel lanes - 10' each
Parking Lanes	1 central turn lane - 11' 2 marked parallel parking lanes - each (including gutter)	0 2 marked parallel parking lanes - each (including gutter)	0 2 marked parallel parking lanes - each (including gutter)	0 1 marked parallel parking lane - (including gutter)	1 marked parallel parking lane - (including gutter)	none, but on-street parking permitted	none	none
Curb and Gutter	2 curb/gutters - 2.5' each 20' curb radius	2 curb/gutters - 2.5' each 10' curb radius	2 curb/gutters - 2.5' each 10' curb radius	2 curb/gutters - 2.5' each 10' curb radius	2 curb/gutters - 2.5' each 10' curb radius	2 curb/gutters - 2.5' each 10' curb radius	2 curb/gutters - 2.5' each 10' curb radius	2 curb/gutters - 2' each 10' curb radius
Public Frontage Type	Commercial Streetfront	Commercial Streetfront	Commercial Streetfront	Residential Mixed-Use	Residential Retail	Residential	Residential Building side frontage	Service Garage Access
Landscape and Walkway	2 sidewalks - min. 10' each Landscape Options: 5.5' concrete park strip (including curb) with 5.5' tree wells or planters Tree spacing - 30' to 50' o.c. Planter spacing - 30' to 50' o.c.	2 sidewalks - min. 10' each Landscape Options: 5.5' concrete park strip (including curb) with 5.5' tree wells or planters Tree spacing - 30' to 50' o.c. Planter spacing - 30' to 50' o.c.	2 sidewalks - min. 6' each 12' (including curb) planted median with trees Landscape Options: 5.5' concrete park strip (including curb) with 5.5' tree wells or planters Tree spacing - 30' to 50' o.c. Planter spacing - 30' to 50' o.c.	10' sidewalk 10.5' park strip w/ trees (including curb) Landscape Options: 5.5' concrete park strip (including curb) with 5.5' tree wells or planters Tree spacing - 30' to 50' o.c. Planter spacing - 30' to 50' o.c.	10' tree 10.5' park strip w/ trees (including curb) Landscape Options: 5' sidewalk 9.5' park strip w/ trees (including curb)	Option A (preferred): 2 sidewalks - 6' each 2.5' park strip w/ trees, adjacent to street - 9.5' each (including curb), plus 4' landscaped building setback Option B (subject to City approval): 2 sidewalks - 6' each 2 park strips w/ trees, adjacent to street - 9.5' each (including curb), plus 4' private landscaped building setback	2 sidewalks - 10.5' each (including curb)	none
Traffic Calming	4' to 8' pedestrian bulb-out at corners, med-black crossings on blocks over 300' long	4' to 8' pedestrian bulb-out at corners, med-black crossings on blocks over 300' long	4' to 8' pedestrian bulb-out at corners, med-black crossings on blocks over 300' long	4' to 8' pedestrian bulb-out at corners, med-black crossings on blocks over 300' long	4' to 8' pedestrian bulb-out at corners with med-black crossings on blocks over 300' long	none	4' to 8' pedestrian bulb-out at corners	none
Streetcapse	see streetcapse design standards	see streetcapse design standards	see streetcapse design standards	see streetcapse design standards	see streetcapse design standards	see streetcapse design standards	see streetcapse design standards	see streetcapse design standards
Notes:								new parallel or perpendicular parking to be approved by City.

1. Principal North-South

Includes:
Main St.

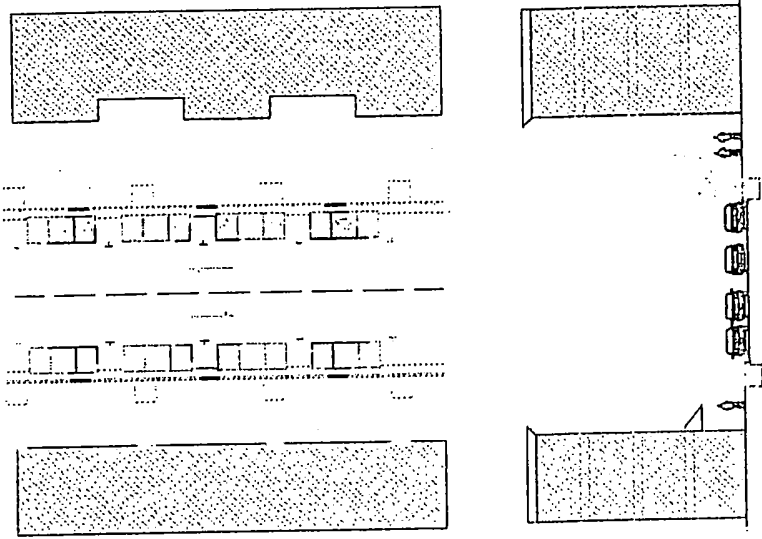
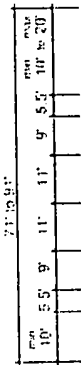
<p>Thoroughfare Type</p>	<p>Principal, Commercial</p>
<p>Right-of-Way Width</p>	<p>82' to 102'</p>
<p>Private Setback Width</p>	<p>0' to 10' each side</p>
<p>Pavement Width</p>	<p>51' (face of curb to face of curb)</p>
<p>Movement</p>	<p>slow</p>
<p>Design Speed</p>	<p>20 mph</p>
<p>Pedestrian Crossing Time</p>	<p>15 seconds (3.3 ft per second)</p>
<p>Traffic Lanes</p>	<p>2 travel lanes – 11' each 1 center turn lane – 11'</p>
<p>Parking Lanes</p>	<p>2 marked parallel parking lanes – 9' each (including gutters)</p>
<p>Curb and Gutter</p>	<p>2 curb/gutters – 2.5' each 20' curb radius</p>
<p>Public Frontage Type</p>	<p>Commercial/Storefront</p>
<p>Walkway</p>	<p>2 sidewalks – min. 10' each</p>
<p>Landscape</p>	<p>5.5' concrete park strip (including curb) with 5'x5' tree wells or planters tree spacing – 30' to 50' on center planter spacing – 30' to 50' on center</p>
<p>Traffic calming</p>	<p>4' to 9' pedestrian bulb-out at corners, mid-block crossings on blocks over 300' long</p>
<p>Streetscape</p>	<p>see streetscape design standards</p>



2. Principal East-West

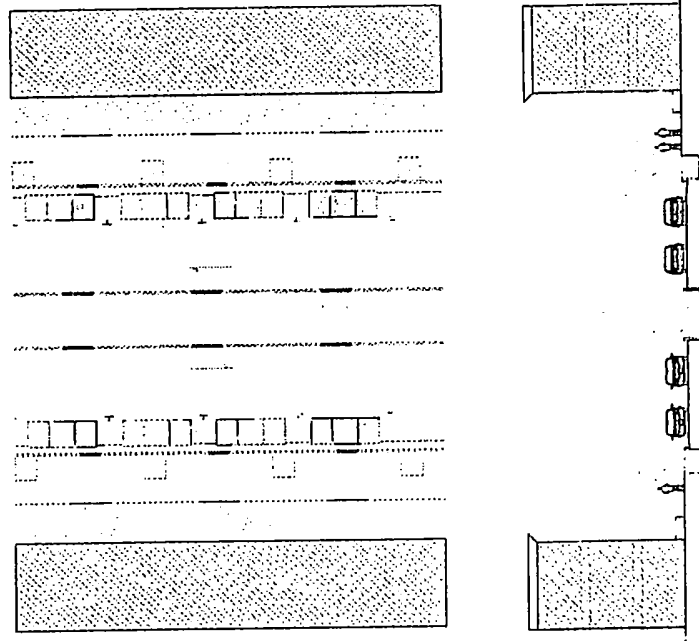
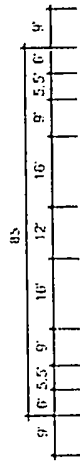
Includes:
Fireclay Ave. (200 West to Commerce Dr./300 West)

Thoroughfare Type	Principal, Commercial
Right-of-Way Width	71' to 91'
Private Setback Width	0' to 10' each side
Pavement Width	40' (face of curb to face of curb)
Movement	slow
Design Speed	20 mph
Pedestrian Crossing Time	12 seconds (3.3 ft per second)
Traffic Lanes	2 travel lanes – 11' each
Parking Lanes	2 marked parallel parking lanes – 9' each (including gutters)
Curb and Gutter	2 curb/gutters – 2.5' each 15' curb radius
Public Frontage Type	Commercial/Storefront
Walkway	2 sidewalks – 10' min. each
Landscape	5.5' concrete park strip (including curb) with 5'x5' tree wells or planters tree spacing – 30' to 50' on center planter spacing – 30' to 50' on center
Traffic calming	4' to 9' pedestrian bulb-out at corners, mid-block crossings on blocks over 300' long
Streetscape	see streetscape design standards



3. Promenade

Includes:
Birkhill Blvd.



Thoroughfare Type	Residential / Commercial
Public Right-of-Way Width	85'
Private Setback Width	9' each side from back of sidewalk
Pavement Width	62' (face of curb to face of curb, excluding median)
Movement	Slow
Design Speed	20 mph
Pedestrian Crossing Time	19 seconds including median break
Traffic Lanes	2 travel lanes – 16' each
Parking Lanes	2 marked parallel parking lanes – 9' each (including gutters)
Curb and Gutter	2 curb/gutters – 2.5' each 10' curb radius
Public Frontage Type	Residential, Commercial
Walkway	2 sidewalks – 6' min. each
Landscape	5.5' concrete park strip (including curb) with 5'x5' tree wells or planters tree spacing – 30' to 50' on center planter spacing – 30' to 50' on center 12' (including curb) planted median w/ trees
Traffic calming	4' to 9' pedestrian bulb-out at corners, mid-block crossings on blocks over 300' long
Streetscape	see streetscape design standards

4. Couplet

Includes:

Fireclay Ave. 4250 South (West Temple to 200 W)

Fireclay Ave. 4300 South (West Temple to 200 W)

	<table border="1"> <thead> <tr> <th data-bbox="422 353 454 1917">Thoroughfare Type</th> <th data-bbox="422 1917 1276 1917">Secondary</th> </tr> </thead> <tbody> <tr> <td data-bbox="454 353 486 1917">Right-of-Way Width</td> <td data-bbox="454 1917 1276 1917">61'</td> </tr> <tr> <td data-bbox="486 353 518 1917">Private Setback Width</td> <td data-bbox="486 1917 1276 1917">5' min. from back of sidewalk</td> </tr> <tr> <td data-bbox="518 353 550 1917">Pavement Width</td> <td data-bbox="518 1917 1276 1917">25' (face of curb to face of curb)</td> </tr> <tr> <td data-bbox="550 353 582 1917">Movement</td> <td data-bbox="550 1917 1276 1917">Slow</td> </tr> <tr> <td data-bbox="582 353 614 1917">Design Speed</td> <td data-bbox="582 1917 1276 1917">20 mph</td> </tr> <tr> <td data-bbox="614 353 646 1917">Pedestrian Crossing Time</td> <td data-bbox="614 1917 1276 1917">8 seconds (3.3 ft per second)</td> </tr> <tr> <td data-bbox="646 353 678 1917">Traffic Lanes</td> <td data-bbox="646 1917 1276 1917">1 one-way travel lane - 14'</td> </tr> <tr> <td data-bbox="678 353 710 1917">Parking Lanes</td> <td data-bbox="678 1917 1276 1917">1 marked parallel parking lane - 9' (including gutter)</td> </tr> <tr> <td data-bbox="710 353 742 1917">Curb and Gutter</td> <td data-bbox="710 1917 1276 1917">2 curb/gutters - 2.5' each 10' curb radius</td> </tr> <tr> <td data-bbox="742 353 774 1917">Public Frontage Type</td> <td data-bbox="742 1917 1276 1917">Residential/Mixed Use</td> </tr> <tr> <td data-bbox="774 353 805 1917">Walkway</td> <td data-bbox="774 1917 1276 1917">Park side - 10' sidewalk Building side - 6' sidewalk</td> </tr> <tr> <td data-bbox="805 353 837 1917">Landscape</td> <td data-bbox="805 1917 1276 1917">Park side - 10.5' park strip with trees* Building side - 9.5' park strip with trees* *including curb</td> </tr> <tr> <td data-bbox="837 353 869 1917">Traffic calming</td> <td data-bbox="837 1917 1276 1917">64' to 9' pedestrian bulb-out at corners, mid-block crossings on blocks over 300' long</td> </tr> <tr> <td data-bbox="869 353 1276 1917">Streetscape</td> <td data-bbox="869 1917 1276 1917">see streetscape design standards</td> </tr> </tbody> </table>	Thoroughfare Type	Secondary	Right-of-Way Width	61'	Private Setback Width	5' min. from back of sidewalk	Pavement Width	25' (face of curb to face of curb)	Movement	Slow	Design Speed	20 mph	Pedestrian Crossing Time	8 seconds (3.3 ft per second)	Traffic Lanes	1 one-way travel lane - 14'	Parking Lanes	1 marked parallel parking lane - 9' (including gutter)	Curb and Gutter	2 curb/gutters - 2.5' each 10' curb radius	Public Frontage Type	Residential/Mixed Use	Walkway	Park side - 10' sidewalk Building side - 6' sidewalk	Landscape	Park side - 10.5' park strip with trees* Building side - 9.5' park strip with trees* *including curb	Traffic calming	64' to 9' pedestrian bulb-out at corners, mid-block crossings on blocks over 300' long	Streetscape	see streetscape design standards
Thoroughfare Type	Secondary																														
Right-of-Way Width	61'																														
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Traffic Lanes	1 one-way travel lane - 14'																														
Parking Lanes	1 marked parallel parking lane - 9' (including gutter)																														
Curb and Gutter	2 curb/gutters - 2.5' each 10' curb radius																														
Public Frontage Type	Residential/Mixed Use																														
Walkway	Park side - 10' sidewalk Building side - 6' sidewalk																														
Landscape	Park side - 10.5' park strip with trees* Building side - 9.5' park strip with trees* *including curb																														
Traffic calming	64' to 9' pedestrian bulb-out at corners, mid-block crossings on blocks over 300' long																														
Streetscape	see streetscape design standards																														

5. Secondary Street - Rail Adjacent

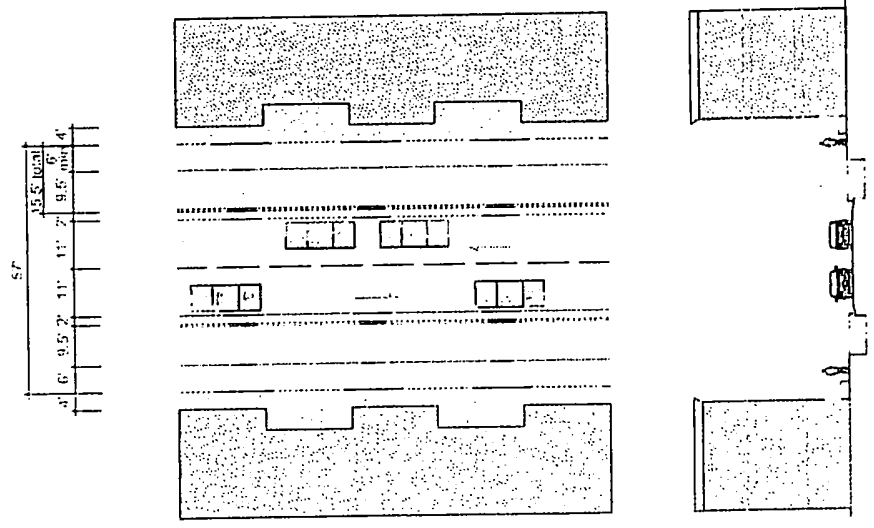
Includes:
Strathmill Way

<p>Thoroughfare Type</p> <p>Right-of-Way Width</p> <p>Private Setback Width</p> <p>Pavement Width</p> <p>Movement</p> <p>Design Speed</p> <p>Pedestrian Crossing Time</p> <p>Traffic Lanes</p> <p>Parking Lanes</p> <p>Curb and Gutter</p> <p>Public Frontage Type</p> <p>Walkway</p> <p>Landscape</p> <p>Traffic calming</p> <p>Streetscape</p> <p>Notes:</p>	<p>Secondary</p> <p>59'</p> <p>5' min. from back of sidewalk</p> <p>33' (face of curb to face of curb)</p> <p>Slow</p> <p>20 mph</p> <p>10 seconds (3.3 ft per second)</p> <p>2 travel lanes - 11' each</p> <p>1 marked parallel parking lane - 9' (including gutter)</p> <p>2 curb/gutters - 2.5' each 10' curb radius</p> <p>Residential, rail line</p> <p>Rail side - 10' trail Building side - 6' sidewalk</p> <p>Rail side - 10.5' park strip with trees* Building side - 9.5' park strip with trees* *including curbs</p> <p>4' to 9' pedestrian bulb-out at corners, mid-block crossings on blocks over 300' long</p> <p>see streetscape design standards</p> <p>Trail: Trail can be placed inside or outside UTA right-of-way as easement permits, and as per site plan approval.</p> <p>Parking: Angled or perpendicular parking allowed with additional landscaping</p>

6. Residential Street

Includes:
 Hermitage Avenue
 Dalmore Avenue

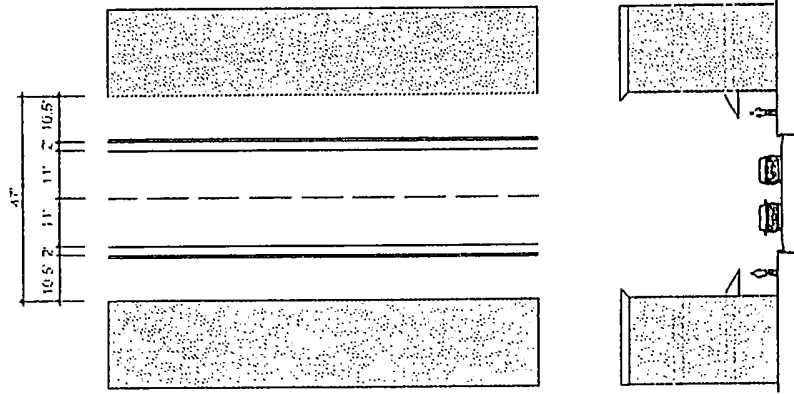
Thoroughfare Type	Local
Right-of-Way Width	Option A (preferred) 57' Option B (subject to City approval) 49'
Private Setback Width	4' min. from back of sidewalk
Pavement Width	26' (face of curb to face of curb)
Movement	Slow
Design Speed	15 mph
Pedestrian Crossing Time	8 seconds (3.3 ft per second)
Traffic Lanes	2 travel lanes – 11' each
Parking Lanes	None, but on-street parking permitted
Curb and Gutter	2 curb/gutters – 2.5' each 10' curb radius
Public Frontage Type	Residential
Walkway	6' sidewalk
Landscape	Option A (preferred) 9.5' park strip w/trees, adjacent to street* Option B (subject to City approval) 5.5' park strip w/ trees, adjacent to street* and 4' private landscaped building setback *including curbs
Traffic calming	none
Streetscape	see streetscape design standards



7. Underpass/Overpass

Includes:

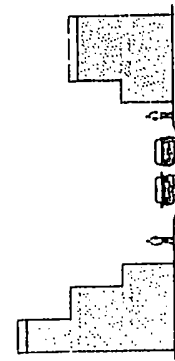
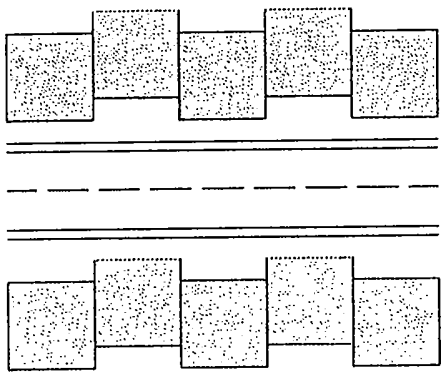
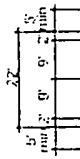
Central Ave./4115 South under commuter rail
 Fireclay Ave./4250 South under commuter rail
 200 West over 4500 South

	 <p>The diagram shows a cross-section of a roadway with a total width of 47 feet. It features two 10.5-foot wide sidewalks, two 11-foot wide shoulders, and a central roadway area with a dashed centerline. Below the roadway, there are two rectangular structures representing the underpass supports. To the right, a side elevation shows a road with a car and a pedestrian, with a 4-foot to 9-foot pedestrian bulb-out at the corner.</p>	Underpass
Thoroughfare Type		Underpass
Right-of-Way Width	47'	
Private Setback Width	none	
Pavement Width	26' (face of curb to face of curb)	
Movement	slow	
Design Speed	20 mph	
Pedestrian Crossing Time	8 seconds (3.3 ft per second)	
Traffic Lanes	2 travel lanes - 11' each	
Parking Lanes	none	
Curb and Gutter	2 curb/gutters - 2.5' each 10' curb radius	
Public Frontage Type	building side frontage	
Walkway	2 sidewalks - 10.5' each (including curb)	
Landscape	none	
Traffic calming	4' to 9' pedestrian bulb-outs at corners	
Streetscape	see streetscape design standards	

8. Alley

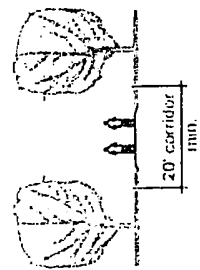
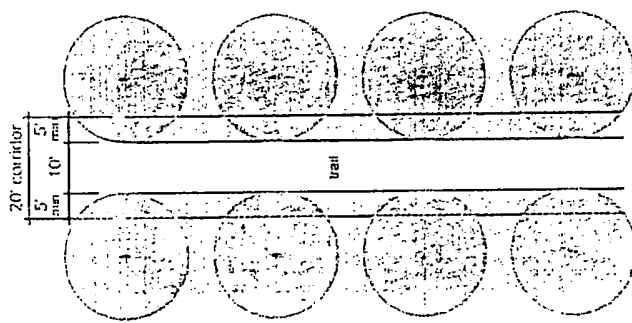
Includes:
 Hillswick Lane
 Dornack Lane
 Duntfaine Lane
 Kirkwall Way

Thoroughfare Type	Alley
Right-of-Way Width	22'
Private Setback Width	5' min. from back of curb
Pavement Width	22' (back of curb to back of curb)
Movement	Very Slow
Design Speed	5 mph
Pedestrian Crossing Time	5 seconds (3.3 ft per second)
Traffic Lanes	2 travel lanes – 9' each
Parking Lanes	none
Curb and Gutter	2 rolling curbs – 2' each 10' curb radius
Public Frontage Type	service, garage, access
Walkway	none
Landscape	none
Traffic calming	none
Streetscape	none
Notes:	Allow parallel or perpendicular parking as approved by City.



A. Pedestrian Trail

Includes:
Not designated



Trail Type	Circulation
Corridor Width	20'
Path Width	10'
Walking surface	concrete
Uses	walking, strollers
Landscape	5' min. park strip each side
Drainage	Drain to park strip
Note:	

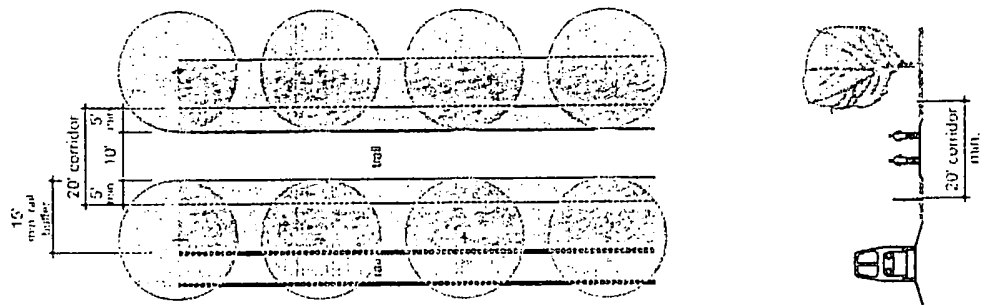
B. Creekside Trail

Includes:
Not designated

<p>Trail Type</p> <p>Corridor Width</p> <p>Path Width</p> <p>Walking surface</p> <p>Uses</p> <p>Landscape</p> <p>Drainage</p> <p>Note:</p>		<p>Recreation</p> <p>20'</p> <p>10'</p> <p>asphalt</p> <p>walking, biking, recreation</p> <p>5' min. park strip each side</p> <p>swale to natural areas</p>	
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C. Railside Trail

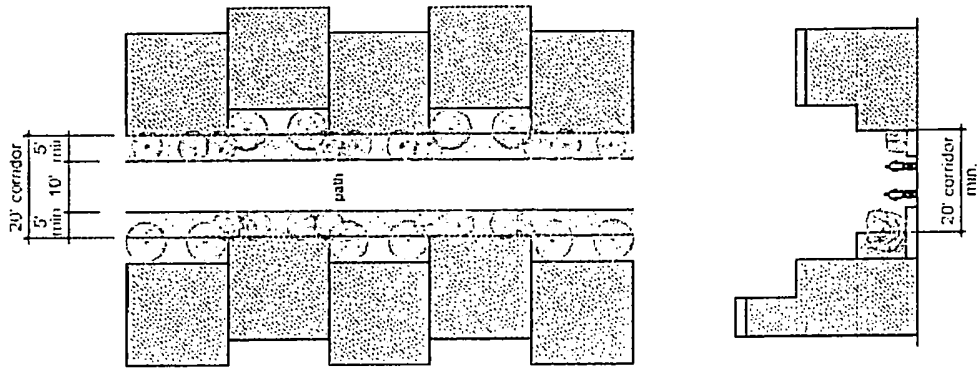
Includes:
Not designated



Trail Type	Circulation and Recreation
Corridor Width	20'
Path Width	10'
Walking surface	asphalt
Uses	walking, biking, recreation
Landscape	15' rail buffer
Drainage	drain buffer area
Note:	Trail may be located within UTA corridor, or road right-of-way, depending on easements granted.

D. Pedestrian Paseo

Includes:
Not designated



Trail Type	Access
Corridor Width	20'
Path Width	10'
Walking surface	concrete
Uses	walking, access, deliveries
Landscape	5' min. park strip each side
Drainage	drain to park strip
Note:	Corridor and path widths may be adjusted for paseos designed for private access, as exceptions granted through individual site plan review.

Attachment No. 8

Project Area Budget

RESOLUTION NO. 05-10

A RESOLUTION OF THE TAXING ENTITY COMMITTEE FOR THE FIRECLAY PROJECT REDEVELOPMENT PROJECT AREA APPROVING THE FIRECLAY PROJECT AREA BUDGET.

WHEREAS, the Taxing Entity Committee for the Fireclay Redevelopment Project Area ("TEC") approved a proposed Fireclay Project Area Budget on August 16, 2005; and

WHEREAS, the TEC also received a copy of the Fireclay Project Area Housing Plan on August 16, 2005; and

WHEREAS, on September 13, 2005, the Redevelopment Agency of Murray City ("RDA") approved the Housing Plan for the Fireclay Project Area; and

WHEREAS, the TEC wants to review the proposed Fireclay Project Area Budget, a copy of which is attached hereto, taking into consideration the Housing Plan adopted by the RDA on September 13, 2005.

NOW, THEREFORE, BE IT RESOLVED by the Taxing Entity Committee for the Fireclay Project Redevelopment Area as follows:

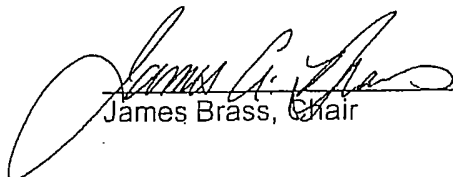
1. After review of the Fireclay Project Area Housing Plan adopted by the Redevelopment Agency of Murray City ("RDA"), it hereby approves the proposed budget for the Fireclay Project Area, a copy of which is attached hereto and incorporated herein by reference.

2. It understands that the final decision on the proposed Fireclay Project Area Budget must be made by the RDA.

Dated this 27th day of September, 2005.

TAXING ENTITY COMMITTEE




James Brass, Chair

RESOLUTION NO. 05-11

A RESOLUTION OF THE TAXING ENTITY COMMITTEE ("TEC") FOR THE FIRECLAY REDEVELOPMENT PROJECT AREA APPROVING THE USE OF TAX INCREMENT FUNDS FROM THE FIRECLAY PROJECT AREA ("AREA") FOR INSTALLATION OF PUBLICALLY-OWNED UTILITIES AND ACCESS OUTSIDE THE AREA.

WHEREAS, the UTAH CODE ANN. § 17B-4-1007 states that the Redevelopment Agency of Murray City ("RDA") may use tax increment to pay for, including financing or refinancing, all or part of the cost of installation of publically-owned utilities and access outside of the Area if it is determined that the utilities and access are of benefit to the Area; and

WHEREAS, that based upon the plans for the Area, the TEC has determined that it would of benefit to the Area if tax increment was used for the costs of installation of Fireclay Avenue road improvements and associated publically-owned utilities outside of the Project Area; and

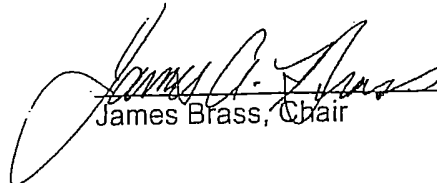
NOW, THEREFORE, BE IT RESOLVED by the Taxing Entity Committee for the Fireclay Project Redevelopment Area as follows:

1. It hereby consents that tax increment from the Fireclay Project Area ("Area") may be used by the Redevelopment Agency of Murray City to pay for, including financing or refinancing, all or part of the cost of Fireclay Avenue road improvements and associated publically-owned utilities outside of the of the Project Area.
2. It understands that the Murray City Municipal Council must also approve the use of tax increment to pay for the costs of the installation of Fireclay Avenue road improvements and associated publically-owned utilities outside of the Project Area.

Dated this 27th day of September, 2005.

TAXING ENTITY COMMITTEE




James Brass, Chair

RESOLUTION NO. 0512

A RESOLUTION OF THE REDEVELOPMENT AGENCY OF MURRAY CITY APPROVING THE FIRECLAY PROJECT AREA BUDGET FOR THE FIRECLAY PROJECT AREA.

WHEREAS, UTAH CODE ANN: Title 17B, Chapter 4—the Redevelopment Agencies Act (the "Act") was created to encourage economic growth and eliminate blight within municipal jurisdictions; and

WHEREAS, the area within City boundaries described in Exhibit "A" attached hereto is defined as the "Fireclay Project Area"; and

WHEREAS, the Fireclay Project Area was included within a Survey Area duly adopted by the Redevelopment Agency of Murray City ("RDA") on April 13, 2004; and

WHEREAS, a blight survey was completed within the Survey Area and a blight hearing was held on November 9, 2004 and January 18, 2005 in accordance with the Act; and

WHEREAS, on January 18, 2005, following a public hearing, the RDA adopted a resolution making a finding of blight and directed City staff to prepare a draft project area plan and budget for the Fireclay Project Area; and

WHEREAS, on July 12, 2005, the RDA discussed a proposed budget for the Fireclay Project Area; and

WHEREAS, pursuant to the Act, a Taxing Entity Committee was formed for the Fireclay Project Area; and

WHEREAS, on August 2, 2005, the Taxing Entity Committee discussed a proposed budget for the Fireclay Project Area that included input from the RDA; and

WHEREAS, on August 16, 2005, the Taxing Entity Committee approved a proposed budget for the Fireclay Project Area a copy of which is attached as Exhibit "B", however, at the time, the RDA had not formally adopted the housing plan; and

WHEREAS, the RDA scheduled a public hearing on the proposed budget (Exhibit "B") for September 13, 2005; and

WHEREAS, the RDA published notice of the September 13, 2005 public hearing as required by sections 17B-4-501 and 17B-4-502 of the Act; and

WHEREAS, the proposed budget (Exhibit "B") has been on file for public inspection in the offices of the RDA, 4646 South 500 West, Murray, Utah and the Office of the City Recorder since August 16, 2005; and

WHEREAS, on September 13, 2005, the RDA received public input regarding the proposed budget, however, the RDA decided to continue the public hearing and any action on the proposed budget until October 11, 2005 to allow the Taxing Entity Committee the opportunity to consider the proposed budget with an RDA-approved housing plan; and

WHEREAS, during the public hearing, the RDA specified that the hearing was continued to October 11, 2005 at 4:00 p.m., in the Murray City Center, City Council Chambers, 5025 South State, Murray, Utah; and

WHEREAS, the Taxing Entity Committee met on September 27, 2005 to consider approving the proposed budget with the housing plan; and

WHEREAS, the Taxing Entity Committee approved the proposed budget on September 27, 2005; and

WHEREAS, the Taxing Entity Committee also approved the use of tax increment from the Fireclay Project Area to pay for all or part of the costs of Fireclay Avenue road improvements and installation of associated publicly-owned utilities outside the Fireclay Project Area; and

WHEREAS, the RDA reconvene the public hearing on October 11, 2005 pursuant to notice as required by the Utah Public and Open Meetings Act—Utah Code Ann. Title 52, Chapter 4; and

WHEREAS, after considering input from the public hearing on September 13, 2005 and October 11, 2005, the RDA wants to adopt the attached project area budget (Exhibit "B") for the Fireclay Project Area pursuant to the Act; and

WHEREAS, the RDA wants to invest in needed public infrastructure in the Fireclay Project Area to allow this portion of the City to become a vital, mixed-use development; and

WHEREAS, the RDA has determined that there is a public benefit related to the use of tax increment financing in the Fireclay Project Area because development consistent with the Fireclay Project Area Redevelopment Plan might not occur solely through private investment; and

WHEREAS, the RDA wants to approve the use of tax increment from the Fireclay Project Area to pay for all or part of the cost of Fireclay Avenue road improvements and installation of associated publicly-owned utilities outside the Fireclay Project Area subject to consent of the Murray City Municipal Council;

NOW, THEREFORE BE IT RESOLVED BY THE REDEVELOPMENT AGENCY OF MURRAY CITY AS FOLLOWS:

1. In order to promote the public peace, health, safety and welfare of the City and carry out the provisions of the Fireclay Project Area Redevelopment Plan, the Redevelopment Agency of Murray City hereby adopts the Fireclay Project Area Budget, a copy of which is attached as Exhibit "B", in accordance with the provisions of UTAH CODE ANN. Title 17B, Chapter 4.

2. This Resolution shall be effective on October 11, 2005.

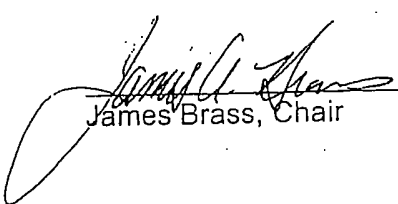
3. For a period of 60 days from October 11, 2005, any person in interest may contest the project area budget or the procedure used to adopt the project area budget if the budget or procedure fails to comply with applicable statutory requirements. After the 60 day period expires, no person may contest the project area budget or procedure used to adopt the project area budget for any cause.

4. The RDA approves the use of tax increment to pay for all or part of the cost of Fireclay Avenue road improvements and installation of associated publicly-owned utilities outside of the Fireclay Project Area subject to consent of the Murray City Municipal Council.

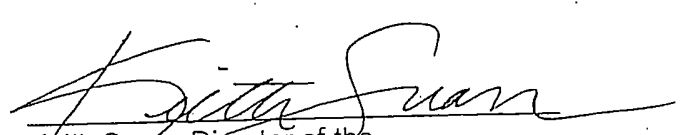
APPROVED and ADOPTED this 11th day of October, 2005.



REDEVELOPMENT AGENCY OF
MURRAY CITY


James Brass, Chair

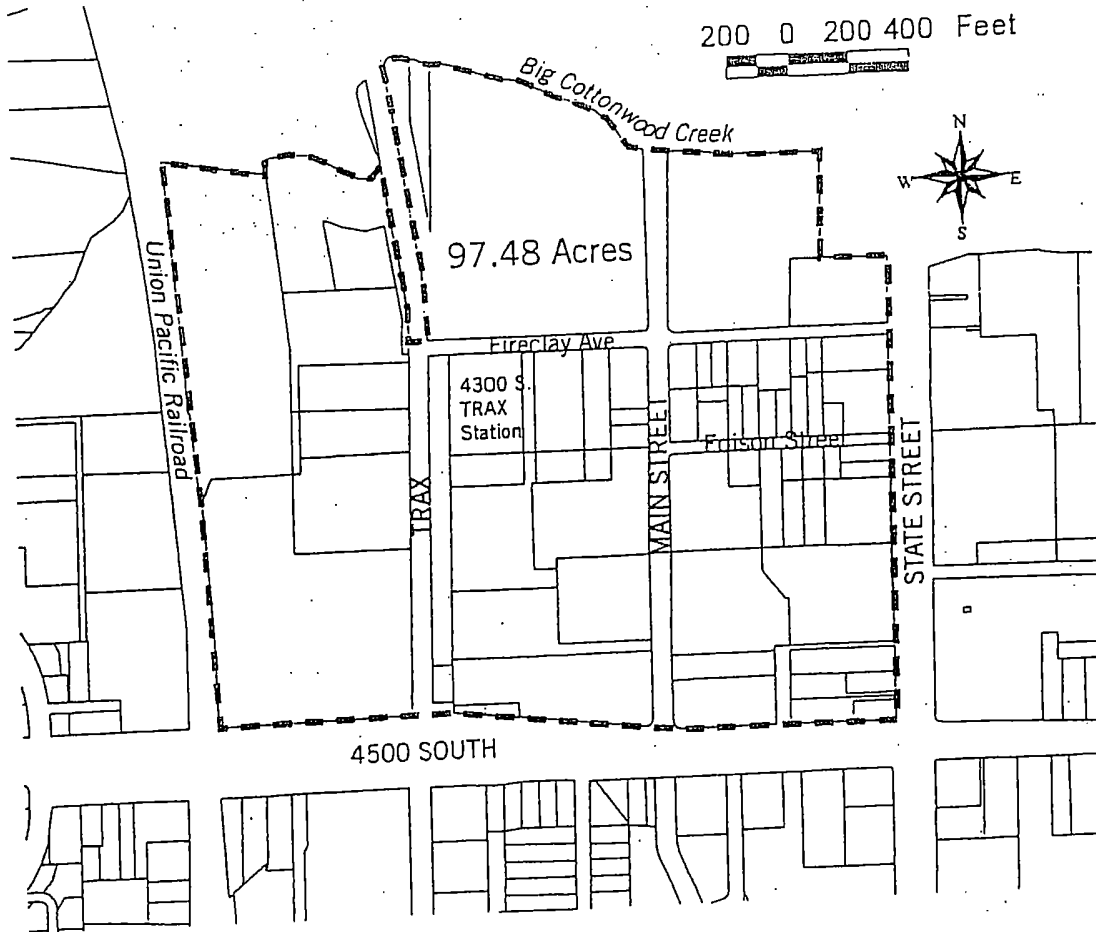
ATTEST:


Keith Snarr, Director of the
Redevelopment Agency of Murray City

The
Redevelopment
Agency of
Murray
City

EXHIBIT "A"

Fireclay Redevelopment Project Area
September 13, 2005



4646 South 500 West - Murray, Utah 84123-3615 - 801-270-2418

EXHIBIT "B"

**MURRAY FIRECLAY
PROJECT AREA
BUDGET**

Adopted October 11, 2005

Redevelopment Agency of Murray City

NOTICE OF BUDGET HEARING FOR
FIRECLAY REDEVELOPMENT PROJECT AREA

The Redevelopment Agency of Murray City has requested \$38,993,400 in property tax revenues that will be generated by development within the Fireclay Redevelopment Project Area to fund a portion of project costs within the Fireclay Redevelopment Project Area. These property taxes will be collected over a period of 20 years and will be used for the following:

Project Area improvements, infrastructure inside and outside of Project Area, financing, etc.	\$24,565,842
Housing	\$ 7,798,680
Administrative Costs	\$ 1,949,670
Education Mitigation	<u>\$ 4,679,208</u>
Total Tax Increment:	\$38,993,400

These property taxes will be taxes levied by the following governmental entities, and, assuming current tax rates, the taxes paid to the agency for this Project Area from each taxing entity will be as follows:

TAXING ENTITY	PERCENTAGE	\$ AMOUNT
Salt Lake County	23.48%	\$ 9,155,650
Murray City School District	55.38%	\$21,594,545
Murray City	12.47%	\$ 4,862,477
Murray City Library	4.26%	\$ 1,661,119
So. S. L. Valley Mosquito Abatement	.28%	\$ 109,182
Cottonwood Improvement District	1.19%	\$ 464,021
Central Utah Water Conservancy Dist.	<u>2.94%</u>	<u>\$ 1,146,406</u>
	100.00%	\$38,993,400

All of the property taxes to be paid to the agency for the development in the Project Area are taxes that will be generated only if the Project Area is developed.

All concerned citizens are invited to attend the Project Area budget hearing scheduled for Tuesday, September 13, 2005 at 4:00 p.m., or as soon thereafter as is reasonably feasible in the City Council Chambers, Murray City Municipal Building, 5025 South State Street, Murray, Utah. A copy of the Fireclay Redevelopment Project Area Budget is available at the offices of the Redevelopment Agency of Murray City, 4646 South 500 West, Murray, Utah.

FIRECLAY AVE. REDEVELOPMENT PROJECT AREA		DRAFT 7/28/05					
REDEVELOPMENT AGENCY OF MURRAY CITY							
PROJECTED USES - PROJECTED PROJECT COSTS							
Major Use	# of Units	Sq. Ft.	Cost/ Unit	Total Const. Cost	FF&E (Pers. Prop.) Cost/ Sq. Ft.	Total PP. Cost	Total Assessed Value
PRIVATE DEVELOPMENT COSTS							
PRIVATE TAXABLE USES							
Retail							
Main Floor Under Office		144,445	\$110	\$15,888,950	\$10	\$1,444,450	\$17,333,400
Big Box		250,000	\$90	\$22,500,000	\$8	\$2,000,000	\$24,500,000
Pads		115,000	\$135	\$15,525,000	\$15	\$1,725,000	\$17,250,000
Lifestyle		110,000	\$115	\$12,650,000	\$12	\$1,320,000	\$13,970,000
Subtotal - Retail				\$66,563,950		\$6,489,450	\$73,053,400
Residential							
High Density - 55% - Range of 50 - 90 Units/Acre	827	0	\$40,325	\$33,348,775	\$0	\$0	\$33,348,775
Medium Density - 55% - Range of 30 - 50 Units/Acre	74	0	\$70,714	\$5,232,836	\$0	\$0	\$5,232,836
Subtotal - Residential				\$38,581,611		\$0	\$38,581,611
Office							
Office/Retail		144,445	\$100	\$14,444,500	\$8	\$1,155,560	\$15,600,060
Stadium or Additional Office		500,000	\$100	\$50,000,000	\$8	\$4,000,000	\$54,000,000
Subtotal - Office				\$64,444,500		\$5,155,560	\$69,600,060
Site Work - Parking & Landscaping	# of Stalls	Sq. Ft./Stall					
Big Box/Pads	821	200	\$4.50	\$738,900	\$0	\$0	\$738,900
Lifestyle	493	200	\$4.50	\$443,700	\$0	\$0	\$443,700
Trax Station	131	0	\$10,000	\$1,310,000	\$0	\$0	\$1,310,000
Office/Retail (shared)	655	200	\$4.50	\$589,500	\$0	\$0	\$589,500
Adjacent to Stadium or Additional Office	343	200	\$4.50	\$308,700	\$0	\$0	\$308,700
Residential	1800	200	\$4.50	\$1,620,000	\$0	\$0	\$1,620,000
Subtotal - Site Work - Parking & Landscaping	4243			\$5,010,800	\$0	\$0	\$5,010,800
TOTAL PRIVATE DEVELOPMENT COSTS				\$174,600,861		\$11,645,010	\$186,245,871

FIRECLAY AVE. REDEVELOPMENT PROJECT AREA REDEVELOPMENT AGENCY OF MURRAY CITY 20 YEAR - MULTI-YEAR BUDGET - CUMULATIVE		DRAFT 7/28/2005		
	BASE YEAR 2004	CUMULATIVE **2009-2028**	ALLOCATED % OF TOTAL TAX INCREMENT	
PROJECT REVENUES				
Property Tax (Base Year Taxable Value)	\$249,663 \$2,655,327	\$4,993,252		
Projected Tax Increment RDA TOTAL - 20 YEARS				
Agency				
Eligible Project Area Expenditures	\$0	\$24,565,842	63.00%	
Housing	\$0	\$7,798,680	20.00%	
RDA Administration	\$0	\$1,949,670	5.00%	
Education Mitigation	\$0	\$4,679,208	12.00%	
Total Tax Increment	\$0	\$38,993,400	100.00%	
TOTAL PROJECT REVENUES	\$0	\$38,993,400		
Taxing Entity Flow-thru Other Taxing Entities	\$0	\$0		
PROJECT EXPENDITURES				
CAPITAL COSTS & RELATED EXPENSES				
PUBLIC USES AND INFRASTRUCTURE COSTS				
Total - Project area improvements and infrastructure benefiting the project area, in & outside the project area, adjusted for inflation.	\$0	\$24,565,842		
PRIVATE DEVELOPMENT COSTS				
PROJECTED BUILDING & CAPITAL EQUIPMENT EXPENSE/COSTS				
Total Building Costs	\$0	\$174,600,861		
Total Capital Equipment Expense	\$0	\$11,645,010		
TOTAL CAPITAL AND RELATED COSTS/EXPENSES	\$0	\$186,245,871		
EXPENDITURES REIMBURSABLE FROM TAX INCREMENT				
Administration	\$0	\$1,949,670	5.00%	
Housing (20% Annually)	\$0	\$7,798,680	20.00%	
Education Mitigation		\$4,679,208	12.00%	
Total Tax increment for project area improvements and infrastructure benefiting the project area, in & outside the project area & other eligible expenditures, including but not limited too, cost of financing, interest/issuance costs & reserves.	\$0	\$24,565,842	63.00%	
TOTAL EXPENDITURES REIMBURSABLE FROM TAX INCREMENT	\$0	\$38,993,400	100.00%	
TOTAL PROJECT EXPENDITURES	\$0	\$218,610,408		
** TAX INCREMENT YEAR ONE MAY OCCUR ANYTIME FROM 2009 TO 2013 DEPENDING ON THE DETERMINATION OF THE REDEVELOPMENT AGENCY TO MAXIMIZE THE AMOUNT OF AVAILABLE ANNUAL TAX INCREMENT.**				

FIRECLAY AVE. REDEVELOPMENT PROJECT AREA
 REDEVELOPMENT AGENCY OF MURRAY CITY
 PRELIMINARY TAX INCREMENT PROJECTIONS

DRAFT 7/28/05

TAX INCREMENT PROJECTIONS FOR 20 YEARS

CURRENT VALUATION

	REAL ESTATE	PERSONAL	TOTAL VALUE
2004 BASE VALUES	\$19,550,449	PROPERTY \$1,417,267	\$20,967,716
TAX RATE			0.011907
BASE YEAR TAXES			\$249,663

YEAR	REAL PROPERTY	PERSONAL PROPERTY	TOTAL	INCREMENTAL VALUE	TAX RATE	TOTAL TAX INCREMENT	PROJECT EXPENSES	HOUSING 20%	ADMIN. 5%	EDUCATION MITIGATION
2005 VALUES	\$19,550,449	\$1,417,267	\$20,967,716	\$0	0.011907	\$0	\$0	\$0	\$0	\$0
2006 VALUES	\$29,550,449	\$1,417,267	\$30,967,716	\$10,000,000	0.011907	\$119,070	\$0	\$0	\$0	\$0
2007 VALUES	\$55,228,607	\$2,217,267	\$57,445,874	\$36,478,158	0.011907	\$434,345	\$0	\$0	\$0	\$0
2008 VALUES	\$84,173,176	\$3,550,601	\$87,723,777	\$66,756,061	0.011907	\$794,064	\$500,765	\$158,973	\$39,743	\$95,384
2009 VALUES	\$118,715,768	\$5,378,296	\$124,094,064	\$103,126,348	0.011907	\$1,227,825	\$773,593	\$245,505	\$61,398	\$147,351
2010 VALUES	\$147,282,642	\$9,490,371	\$156,773,014	\$135,805,298	0.011907	\$1,617,034	\$1,018,731	\$323,407	\$80,852	\$194,044
2011 VALUES	\$156,560,951	\$10,566,934	\$167,127,885	\$146,160,169	0.011907	\$1,740,329	\$1,096,407	\$348,066	\$87,016	\$208,039
2012 VALUES	\$176,248,892	\$10,309,670	\$186,558,562	\$165,590,846	0.011907	\$1,971,690	\$1,242,165	\$394,338	\$98,585	\$236,803
2013 VALUES	\$183,741,691	\$9,964,065	\$193,725,756	\$172,758,040	0.011907	\$2,057,030	\$1,295,929	\$411,406	\$102,851	\$246,844
2014 VALUES	\$194,151,323	\$9,142,093	\$203,293,416	\$182,325,700	0.011907	\$2,170,852	\$1,367,700	\$434,190	\$108,548	\$260,514
2015 VALUES	\$194,151,323	\$7,922,240	\$202,073,563	\$181,105,847	0.011907	\$2,156,427	\$1,358,549	\$431,285	\$107,821	\$258,771
2016 VALUES	\$194,151,323	\$6,640,826	\$200,792,149	\$179,824,433	0.011907	\$2,141,170	\$1,348,937	\$428,234	\$107,058	\$256,940
2017 VALUES	\$194,151,323	\$5,306,910	\$199,458,242	\$178,490,528	0.011907	\$2,125,287	\$1,338,931	\$425,057	\$106,264	\$255,034
2018 VALUES	\$194,151,323	\$4,378,301	\$198,529,624	\$177,561,908	0.011907	\$2,114,230	\$1,331,965	\$422,846	\$105,711	\$253,708
2019 VALUES	\$194,151,323	\$3,659,654	\$197,810,977	\$176,843,261	0.011907	\$2,105,673	\$1,326,574	\$421,135	\$105,284	\$252,681
2020 VALUES	\$194,151,323	\$3,264,326	\$197,415,649	\$176,447,933	0.011907	\$2,100,966	\$1,323,608	\$420,193	\$105,048	\$252,118
2021 VALUES	\$194,151,323	\$3,078,548	\$197,229,871	\$176,262,155	0.011907	\$2,098,753	\$1,322,215	\$419,751	\$104,938	\$251,850
2022 VALUES	\$194,151,323	\$2,969,770	\$197,121,093	\$176,153,377	0.011907	\$2,097,458	\$1,321,399	\$419,492	\$104,873	\$251,695
2023 VALUES	\$194,151,323	\$2,937,992	\$197,089,315	\$176,121,599	0.011907	\$2,097,080	\$1,321,160	\$419,416	\$104,854	\$251,650
2024 VALUES	\$194,151,323	\$2,690,508	\$196,841,832	\$175,874,116	0.011907	\$2,094,133	\$1,319,304	\$418,827	\$104,707	\$251,296
2025 VALUES	\$194,151,323	\$2,690,508	\$196,841,832	\$175,874,116	0.011907	\$2,094,133	\$1,319,304	\$418,827	\$104,707	\$251,296
2026 VALUES	\$194,151,323	\$2,690,508	\$196,841,832	\$175,874,116	0.011907	\$2,094,133	\$1,319,304	\$418,827	\$104,707	\$251,296
2027 VALUES	\$194,151,323	\$2,690,508	\$196,841,832	\$175,874,116	0.011907	\$2,094,133	\$1,319,304	\$418,827	\$104,707	\$251,296
TOTAL						\$38,993,400	\$24,565,842	\$7,798,680	\$1,949,670	\$4,879,208

FIRECLAY RDA BUDGET ITEMS WORKSHEET			
7/28/2005			
RDA	RDA	City	Others
Fireclay Avenue Road Extension	\$1,000,000.00		
Fireclay Avenue Railroad Crossing	\$5,000,000.00		
Main/4500 South Intersection Improvements	\$2,000,000.00		
State/4500 South Intersection Improvements			\$2,000,000.00
4500 South Widening to Six Lanes (UDOT)			\$30,000,000.00
Replace TRAX Bridge over 4500 S.			X
Replace Union Pacific Bridge over 4500 S.			X
Construct Cottonwood St. Bridge over 4500 S.		X	X
Fireclay Ave./Main St. Traffic Signal		\$250,000.00	
State St/Fireclay Traffic Signal (Too Close?)	\$250,000.00		
Cottonwood St. EIS & Location Study		\$1,000,000.00	
Cottonwood St. Project Engineering		\$4,000,000.00	
Construct Cottonwood St. Vine St. to north border		\$40,000,000.00	
Power			
Power Distribution Lines (developer)			X
Power Substation (depends on load)			\$3,450,000.00
Sanitary Sewer			
New 24" sewer trunk line from 300 West of State Street 1,800 Ln Ft	\$265,000.00		
Water			
Upgrade/Replace State Street Water Lines 1,300 Ln Ft	\$390,000.00		
Fireclay Ave. - 300 West to State Street 800 Ln Ft	\$80,000.00		
4500 South - State St. to Main St. 800 Ln Ft	\$96,000.00		
Storm Drain			
Storm water to be detained with special release rates including predischage treatment, sediment ponds, grease traps. Outflow to Big Cottonwood Creek.	\$100,000.00		
Upsize storm drainage system	\$1,000,000.00		
Pedestrian			
Wider sidewalks for pedestrian safety	\$100,000.00		
Trails/walkway along Big Cottonwood Creek	\$100,000.00		
Parking			
Parking structures			X
Air Quality permits			X
Public Safety			
Police substation (soccer stadium) for police and fire.	X		
Developer provides event security			X
Amenities			
Big Cottonwood Creek Parkway Improvements	\$500,000.00	X	
Gateway Entry at 4500 South	\$100,000.00		X
Gateway Entry at State Street	\$100,000.00		X
Transit Oriented Development Urban Design/Streetscape	\$402,757.00		X
Site Preparation			X
Land Assemblage and Write Down	\$2,450,000.00		X
Relocation Assistance	\$250,000.00		X
Demolition	\$1,000,000.00		X
Site Grading	\$500,000.00		
Environmental Cleanup	\$1,400,000.00		
Subtotal	\$17,003,757.00	\$45,250,000.00	\$35,450,000.00
Eligible Adjustments, including but not limited to, Inflation,			
Cost of Financing, Interest/Issuance Costs & Reserves	\$7,482,085.00		
Housing Assistance	X		
Education Mitigation	\$4,679,208.00		
TOTAL	\$29,245,050.00	\$45,250,000.00	\$35,450,000.00
			\$109,945,050.00

Attachment No. 9

Third Amendment to the Hamlet Participation Agreement

THIRD AMENDMENT TO PARTICIPATION AND DEVELOPMENT AGREEMENT

This Third Amendment to that certain Participation and Development Agreement between the Redevelopment Agency of Murray City and Hamlet Development Corporation, dated December 4, 2007, is made this ___ day of August , 2011, by and between the Redevelopment Agency of Murray City, a political subdivision of the State of Utah (the “Agency”), and Hamlet Development Corporation, a Utah corporation (the “Participant”).

RECITALS

WHEREAS the Agency and Participant entered into a Participation and Development Agreement dated December 4, 2007 (the “Participation Agreement”), with regard to certain property located in the Murray Fireclay Redevelopment Project Area and described in the Participation Agreement as the Site (the “Site”); and

WHEREAS the Agency and Participant entered into a First Amendment to the Participation Agreement on July 3, 2008 to delete approximately four acres of property from the site; and

WHEREAS the Agency and Participant entered into a Second Amendment to the Participation Agreement on December 24, 2008 to revise the makeup and proportion of various uses at the site due to changing market conditions by, among other things, increasing the number of townhomes and decreasing the number condominium units and the commercial area; and

WHEREAS the Agency and Participant desire to amend the Participation Agreement to;

1. Extend the date the Agency shall first be allowed to collect the Tax Incement generated by the development to six years from the date of the Agreement.

2. Eliminate the east of Main Steet (Wright/Offsite) parcel from the Development Agreement.

3. Change the use of the Property in Phase 4 of Exhibit 2 to permit medical use.

NOW THEREFORE in consideration of the mutual covenants, conditions and terms herein contained, the Agency and the Participant hereby acknowledge and agree that the Participation Agreement shall be amended as provided below.

Section 1. The following Attachments to the Participation Agreement are superceded, removed and replaced by the Amended Attachments attached hereto and incorporated herein by this reference:

Attachment #1	The Site
Attachment #2	First Phase Site Plan
Attachment #5	Site Concept Plan
Attachment # 10	Site Preparation Work Cost Estimate
Attachment # 11	Conservation Easement and Maintenance Agreement

Section 2. Section 2.2 of the Agreement is amended in its entirety to read as follows:

Development of Commercial and Residential Properties

The Participant shall hire, plan, oversee, arrange, coordinate and supervise the acquisition and construction of the Commercial and Residential Properties as generally depicted on the First Phase Concept Plan attached as **Attachment No. 2** and the Site Concept Plan attached as **Attachment No. 5**, which will include approximately 41 residential condominium units, 111 residential townhouses and 97,500 square feet of commercial space. For purposes of this Agreement, Commercial Properties and commercial space shall mean properties and space designed for either office, retail or medical use as the Participant shall determine. The Agency agrees to approve the Participant's plans for the development of the Commercial and Residential Properties substantially in accordance with the Concept Plan and Development Standards. Participant must comply with all provisions of the Murray City Municipal Code including obtaining appropriate approvals from the City's Planning and Zoning Commission. Nothing herein shall constitute a waiver of City requirements and approval. Prior to designing and constructing the Commercial and Residential Properties, however, the Participant shall be allowed to alter the mix of uses and densities thereof, provided that the overall development of the Site is consistent with the Redevelopment Plan, TOD Ordinance, the Concept Plan and Development Standards. Agency approval of detailed site plans and/or subdivision plats for all phases of the Project shall be required. Notwithstanding the foregoing, the Agency and the Participant agree that: (a) no parking lot or parking structure shall front Fireclay, Birkhill and Main Street, (b) buildings fronting Main Street, Fireclay Avenue and Birkhill shall have first floors with a minimum ceiling height of 12 feet except those townhouses located on the west side of Birkhill north of Gilbride, which may have a minimum first floor ceiling height of 9 feet, and (c) the seven (7) townhouses located at the building corners facing Main and Birkhill (and as identified on Attachment No. 5) are to be designated as commercial use on the first floor, these units may not be used for residential purposes on the first floor, the second and third floors may be occupied as residential.

The last paragraph of Section 2.6 is amended in its entirety to read as follows:

In accordance with the Project Area Budget, the Agency shall be allowed to collect the Tax Incement generated by the development with the Project Area over a period of twenty (20) years, commencing on the earlier of (a) the date the Participant has completed construction of 80% of the Residential Properties and 50% of the Commercial Properties or (b) six (6) years from the date of this Participation Ageement. The Agency reserves the right in its sole discretion to accelerate the date it begins to receive Tax Increments from the Project Area after consultation with the Participant.

Section 3. The legal description of the area burdened by the Conservation Easement attached to the Participation Agreement as Attachment No. 11 and reflected in Exhibit A to Attachment No.11 thereto is amended to eliminate the open space easement east of the Main Street parcel as attached.

Section 4. A new section 3.7 of the Agreement which was added in Second Amendment is hereby deleted from the agreement in its entirety.

Section 5. As of the date of this Agreement, the RDA has approved of invoices for Site Preparation Work completed by Participant and accepted (or deemed accepted) by the RDA in the amount of \$3,205,586.16 plus applicable interest as provided in the Participation Agreement. Participant may hereafter submit additional invoices for some or all of the remaining Site Preparation Work up to the maximum provided in the Participation Agreement. So long as such work has been accepted by the RDA (in the manner provided in the Participation Agreement), Participant shall be entitled to reimbursement of costs up to the maximum provided in the Participation Agreement: regardless of whether Participant or a third party performed such work and provided that the third party agreed in writing with Participant, prior to incurring the costs for which Participant seeks reimbursement, to be subject to the terms, conditions and limitations of The Participation Agreement, as amended.

Section 6. Staff of the Redevelopment Agency of Murray ("Staff") has previously approved the request for reimbursement submitted by Participant on or about May 8, 2009 which contains reimbursement request #1 for the Wright/Offsite property in amount of \$107,785.31 and reimbursement request #2 for the Wright/Offsite property of \$245,580.73; both requests totaling \$353,366.04. These requests were approved by Staff on May 27, 2009. Effective on the date of this Third Amendment agreement, the Wright/Offsite property shall not be considered a part of the Participation Agreement. Reimbursement of the \$353,366.04 and interest thereon of 5.25 percent as provided in the Participation Agreement, shall be paid to Participant by Parley's Partners pursuant to terms and conditions agreed upon by Participant and Parley's Partners and as specified in The Participation and Development Agreement between Parley's Partners and the Agency. The Agency shall not be liable to Participant to pay to Participant the \$353,366.04 and interest thereon.

Section 7. Except as expressly provided herein, the Participation Agreement as First amended on July 3, 2008 and the Second Amendment on December 24, 2008 remains in full force and effect.

IN WITNESS WHEREOF the parties have executed this Amendment as of the date first written above.



Redevelopment Agency of Murray City

By: Carrie V. Starn
Chair

Attest:

By: B. In. Tgey
Director of the Redevelopment Agency of Murray City

Approved as to the availability of funds
Murray City Finance Division
Pat Kibean
Budget Officer

APPROVED AS TO FORM

[Signature]
Murray City Attorneys Office

Hamlet Development Corporation

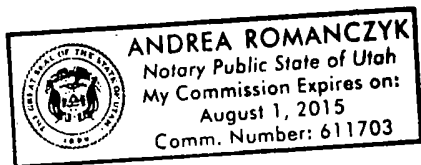
By: [Signature]
President

Attest:

By: Tina D. Redondo
Its: Administrator

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

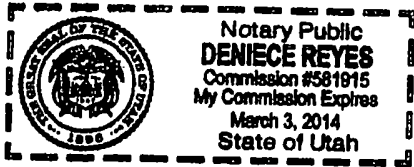
In the County of Salt Lake, State of Utah, on this 9 day of September, 2011, before me, the undersigned notary, personally appeared Carrie Starn and Jim Tacey, the Chair and the Director, respectively, of the Redevelopment Agency of Murray City, Utah, who are personally known to me or who proved to me their identities through documentary evidence to be the persons who signed the preceding document in my presence and who swore or affirmed to me that their signatures are voluntary.



[Signature]
Notary signature and seal

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

In the County of Salt Lake, State of Utah, on this 29th day of August, 2011, before me, the undersigned notary, personally appeared Michael M. Brodsky and _____, the President and the _____, respectively, of the Hamlet Development Corporation, a Utah corporation, who are personally known to me or who proved to me their identities through documentary evidence to be the persons who signed the preceding document in my presence and who swore or affirmed to me that their signatures are voluntary.



Deniece Reyes
Notary signature and seal

Attachment No. 1

The Site

Birkhill Development Agreement Overall Boundary

Parcel of land located in the Northeast Quarter of Section 1, Township 2 South, Range 1 West, Salt Lake Base and Meridian, bounded on the North by the 1968 annexation boundary in Big Cottonwood Creek; on the East by Main Street; on the South by the Road Dedication Plat of Fireclay Avenue as recorded in Book 99-11P at Page 310 of the Salt Lake County records; and on the West by the Utah Transit Authority (UTA) Light Rail Corridor, formerly Union Pacific Land Resources Corporation (UPRR), more particularly described as follows:

BEGINNING at the intersection of the 1968 Murray City Annexation Boundary in Big Cottonwood Creek recorded December 31, 1968 in Book GG at Page 18 of the Salt Lake County records and a line 33.00 feet perpendicularly distant westerly of the Main Street monument line, said point being North 87°15'51" East 16.28 feet (North 87°01'34" East 16.16 feet per 1968 Murray City Annexation Plat), North 00°30'11" East 1741.07 feet (North 00°15'54" East 1741.07 feet by record) along said Main Street monument line, and North 76°01'54" West 33.93 feet (North 76°16'11" West 33.93 feet by record) along said 1968 Murray City Annexation Boundary in Big Cottonwood Creek from the East Quarter Corner of Section 1, Township 2 South, Range 1 West, Salt Lake Base and Meridian (Basis of Bearings being North 00°30'11" East 1518.10 feet from the found centerline monument marking the intersection of Fireclay Avenue and Main Street to the found centerline monument marking the intersection of Central Avenue and Main Street), and running thence along said 1968 Murray City Annexation Boundary in Big Cottonwood Creek the following five courses: North 76°01'54" West 23.32 feet (North 76°16'11" West by record), North 39°46'13" West 154.80 feet (North 40°00'30" West by record), North 68°12'37" West 290.80 feet (North 68°26'54" West by record), North 76°43'06" West 457.00 feet (North 76°57'23" West by record), and South 29°27'50" West 50.40 feet (South 29°13'33" West by record) to the easterly right-of-way line of the UTA Light Rail Transit Corridor, formerly Union Pacific Land Resources Corporation (UPRR) as shown on the 1996 Existing Union Pacific Railroad Track Alignment Survey filed as Survey S97-09-0651 in the Salt Lake County Surveyors Office; thence along said easterly right-of-way line the following two courses: South 08°47'37" East 709.28 (South 09°02'48" East by record) and Southerly 216.19 feet along a 2,897.82 foot radius curve to the right through a central angle of 04°16'28" and a long chord of South 06°39'23" East 216.13 feet to a point on the north line of the Road Dedication Plat Fireclay Avenue as recorded in Book 99-11P at Page 310 of said records; thence along said north line North 89°57'37" East 722.30 feet (North 89°42'43" East 722.44 feet per Road Dedication Plat Fireclay Avenue) to the west line of Main Street; thence along said west line North 00°30'11" East 621.48 feet to the POINT OF BEGINNING.

Containing 658,857 square feet or 15.125 acres.

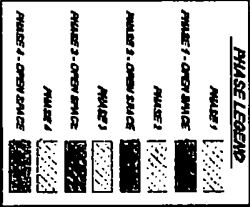
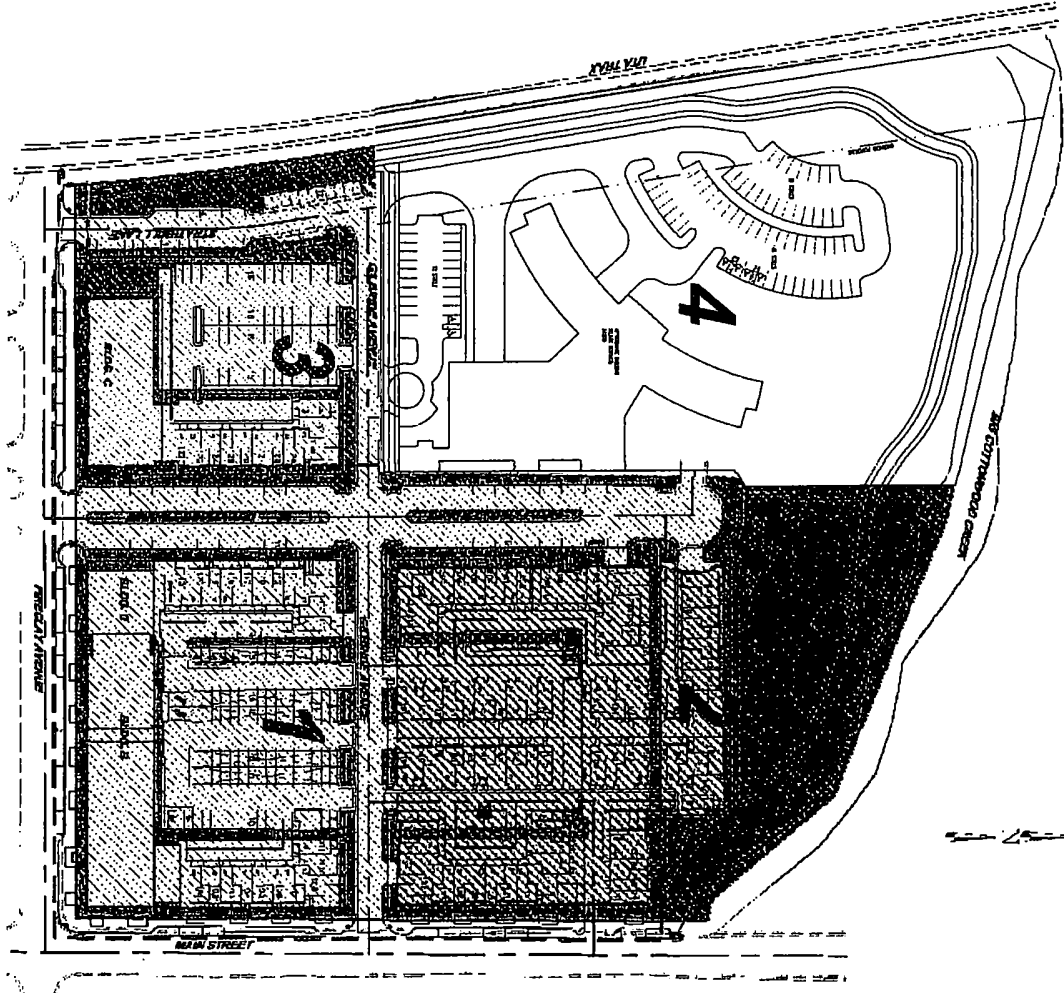
Wright / Offsite East of Main Street Boundary (included for only the purposes described in Section 6)

Beginning at a point on the North line of Fireclay Avenue, said point being West 33 feet, North 194.7 feet, and South 89°43'00" West 323.74 feet from the southeast corner of Lot 15, Block 9, 10 Acre Plat "A", Big Field Survey, and running thence North 0°05'30" East 219.96 feet; thence North 89°43'36" East 100 feet, thence North 0°05'30" East 355 feet more or less to the centerline of Big Cottonwood Creek; thence Northwesterly along the center of said creek 507 feet more or less to the East line of Main Street, thence South 0°15'54" West 626 feet more or less to said North line of Fireclay Avenue; thence North 89°43'00" East 398.25 feet to the point of beginning.

Contains: 6.204 acres calculated, more or less.

Attachment # 2

First Phase Concept Plan



III HAMLETT HOMES
COURT YOUNG DR. THUNDERBOLT, MISSOURI

1111 LITTLE ROCK BLVD. SUITE 100
 ST. LOUIS, MISSOURI 63103
 TEL: 314.867.8800
 FAX: 314.867.8801
 WWW.HAMLETT.COM

Prepared by: **SKANSKA**
 1111 LITTLE ROCK BLVD. SUITE 100
 ST. LOUIS, MISSOURI 63103
 TEL: 314.867.8800
 FAX: 314.867.8801
 WWW.HAMLETT.COM

PROJECT: **PHASE 1 - OPEN SPACE**
 AND EXISTING BUILDING
 ALTERNATE UTILITY PLAN
 APPROVAL:
 RESUBMITAL

SHEET: **OPEN SPACE PLAN**

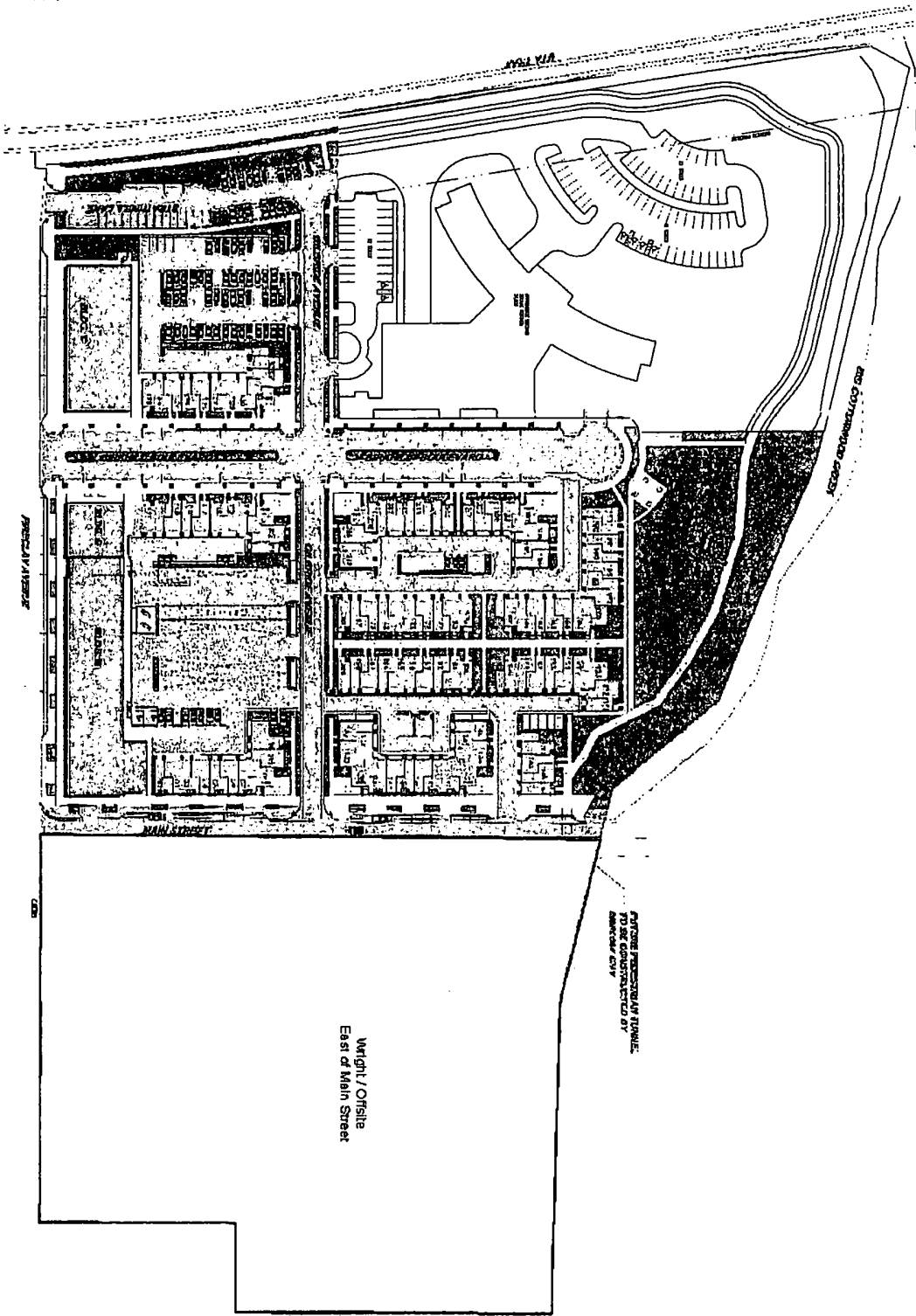
DATE: **11/11/2011**

DRAWING NO.: **0**

EXHIBIT **1** OF **1**

Attachment No. 5

Site Concept Plan



Overall Site Plan
 1" = 100'
 EXHIBIT 1 of 1 0

PROJECT: WRIGHT / OFFICE EAST OF MAIN STREET
 LOCATION: AMERICAN CITY
 DATE: 08/11/2011
 DRAWN BY: [Name]
 CHECKED BY: [Name]

PREPARED BY: [Name]
 DATE: 08/11/2011



Attachment No. 10

Site Preparation Work Cost Estimate

Amended Attachment No. 10
Site Preparation Work Cost Estimate

RDA Category ^a	Birchhill Phase 1 ^d	Birchhill Phase 2 ^d	Birchhill Phase 3 ^d	Birchhill Phase 4 ^d	Wright / Offsite ^d	Participant Total	RDA Budget ^e
RDA - Fireclay Avenue Road Extension^a						745,683	1,000,000
Sewer Line	\$ 37,671.12	\$ 36,713.38	\$ 20,751.04	\$ 27,774.47	\$ -		
Water Line	\$ 37,913.25	\$ 36,949.35	\$ 20,884.42	\$ 27,952.99	\$ -		
Electric Lines	\$ 60,000.00	\$ -	\$ 15,000.00	\$ -	\$ -	\$ 21,073.33	
Street Lights	\$ 169,000.00	\$ 100,786.52	\$ 56,966.29	\$ 76,247.19	\$ -	\$ 98,941	\$ 100,000
Storm Drain - Detention Pond & Outflow to Creek^b						98,941	100,000
Storm Drain	\$ -	\$ 56,327.60	\$ -	\$ 42,613.05	\$ -		
Storm Drain - Upsize System^a						462,439	1,000,000
Paving	\$ 55,038.00	\$ 53,639.58	\$ 30,318.03	\$ 40,579.51	\$ -		
Storm Drain	\$ 57,797.01	\$ -	\$ -	\$ -	\$ -		
Curb & Gutter	\$ 49,221.32	\$ 47,969.94	\$ 27,113.44	\$ 36,290.30	\$ -		
Landscape / Irrigation	\$ -	\$ -	\$ 27,570.22	\$ 36,901.69	\$ -		
Pedestrian - Wider Sidewalks^c						100,000	100,000
Walkways	\$ -	\$ 100,000.00	\$ -	\$ -	\$ -		
Pedestrian - Trail along creek^a						73,037	100,000
Storm Drain	\$ -	\$ -	\$ 31,837.34	\$ -	\$ -		
Erosion Control	\$ 12,627.53	\$ 12,306.50	\$ 6,955.85	\$ 9,310.13	\$ -		
Amenities - Creek Improvements^a						413,000	500,000
Landscape / Irrigation	\$ 42,500.00	\$ 370,500.00	\$ -	\$ -	\$ -		
Amenities - TOD Streetscape^a						83,182	402,757
Walkways	\$ -	\$ -	\$ -	\$ 77,182.36	\$ -		
Street Signs	\$ 2,000.00	\$ 1,722.85	\$ 973.78	\$ 1,303.37	\$ -		
Privacy Fence	\$ -	\$ -	\$ -	\$ -	\$ -		
Site Preparation - Demolition^a						412,926	1,000,000
Land Planning & Design	\$ 61,705.00	\$ 60,136.93	\$ 33,990.44	\$ 45,494.90	\$ 8,000.00		
Inspection Fees	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00		
Engineering Studies	\$ 9,527.93	\$ 9,285.69	\$ 5,248.43	\$ 7,024.83	\$ 1,308.50		
Engineering Stakeout	\$ 15,324.68	\$ 14,935.06	\$ 8,441.56	\$ 11,298.70	\$ 4,500.00		
Soil Testing	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 443.61		
Cleaning of Lot	\$ 20,614.75	\$ 20,090.65	\$ 11,355.58	\$ 15,199.01	\$ 30,000.00		
Site Preparation - Site Grading^a						284,787	500,000
Grading	\$ 8,428.57	\$ 8,214.29	\$ 4,642.86	\$ 6,214.29	\$ 5,794.50		
Fill Dirt	\$ 16,458.70	\$ 16,040.26	\$ 9,066.23	\$ 12,134.81	\$ -		
Walkways	\$ 140,128.00	\$ -	\$ 57,664.98	\$ -	\$ -		
Site Preparation - Environmental Cleanup^a						1,301,932	1,400,000
Environmental Remediation	\$ 1,036,277.40	\$ -	\$ -	\$ -	\$ 265,655.10		
Sub-Total	\$ 1,836,233.26	\$ 949,618.60	\$ 372,780.49	\$ 477,521.60	\$ 339,775.04		
4% Developer Fee	\$ 73,449.33	\$ 37,984.74	\$ 14,911.22	\$ 19,100.86	\$ 13,591.00	\$ 159,037	
Total	\$ 1,909,682.59	\$ 987,603.34	\$ 387,691.70	\$ 496,622.46	\$ 353,366.04	\$ 4,134,966	\$ 6,102,757

^a This category includes all improvements within the public right of way within, Main St, Fireclay Ave, Birchhill BLVD and Gilbride Ave as well as work done in the Park and along Big Cottonwood Creek.

^b This category includes all storm drain improvements within the public right of way within, Main St, Fireclay Ave, Birchhill BLVD and Hermitage Ave as well as work done in the Park and along Big Cottonwood Creek.

^c This category includes all hardscape improvements within the public right of way within, Main St, Fireclay Ave, Birchhill BLVD and Hermitage Ave as well as work done in the Park and along Big Cottonwood Creek.

^d Refer to the attached site plan for an illustration that depicts the locations of these areas.

^e The line items for the RDA Category and RDA Budget have been taken from the RDA Budget Attachment 12.

Attachment No. 11

Conservation Easement and Maintenance Agreement
Exhibits A

WHEN RECORDED, MAIL TO:

Murray City Recorder
Murray City
5025 So. State Street
Murray, Utah 84107

**CONSERVATION EASEMENT
AND
MAINTENANCE AGREEMENT**

THIS CONSERVATION EASEMENT AND MAINTENANCE AGREEMENT is made this _____ day of _____, 20__, by Hamlet Development Corporation, a Utah corporation (the "Grantor"), and MURRAY CITY, a municipal corporation and body politic of the State of Utah (the "Grantee"), whose mailing address is 5025 So. State Street, Murray, Utah 84107.

RECITALS

1) Grantor owns certain real property located in Salt Lake County, Utah (the "Property") sometimes referred to as the Park Property and Trail Facilities in ¶ 2.3. of that certain Participation and Development Agreement between Grantor and the Redevelopment Agency of Murray City, as amended, to which a form of this instrument is attached (the "Participation Agreement"). A legal description of the Property is attached hereto as Exhibit "A" and is by this reference made a part hereof. The parcels comprising the Property shall be referred to as the Park Plan Parcel, the West Open Space Easement Parcel.

2) When the Park Property and Trail Facilities are completed by Grantor, the Property will possess scenic, open space, recreational and educational values (collectively, "conservation values") of significant importance to the Grantor, Grantee, the people of Murray City, and the people of the State of Utah.

3) Grantor intends that the conservation values of the Property be preserved and maintained by the application of maintenance and land use patterns that perpetuate and do not significantly impair or interfere with those values.

4) Grantor further intends, by the recording of this Easement, to preserve and protect the conservation values of the Property in perpetuity.

NOW, THEREFORE, in consideration of the covenants herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the following is hereby established, acknowledged and agreed:

GRANT OF EASEMENT

IN CONSIDERATION of the above and the covenants, terms, conditions and restrictions contained herein, and pursuant to the laws of the State of Utah and in particular Utah Code Ann. § 57-18-1, et seq. (1985), with the intention of making an irrevocable easement in perpetuity, Grantor hereby grants to Grantee and establishes a conservation easement, as hereinafter defined, (the "Easement") over and across all the Property to preserve and protect the natural, ecological, water, wildlife, habitat, open space, scenic, aesthetic, plant life and wetland values present on the Property, and shall bind Grantor and Grantee and their respective successors in ownership and/or use of the Property forever. The Easement shall be perpetual and shall not be subject to any mortgage, lien, or other encumbrance other than encumbrances of sight or record existing at the time this instrument is signed or encumbrances or rights excepted herein.

Further, Grantor and Grantee acknowledge and agree that:

1. Purpose. It is the purpose of this Easement to assure that the Property will be retained forever in its open space condition as a public park and to prevent any use of the Property that will significantly impair or interfere with the conservation values of the Property. The use of the Property shall be limited to such activities which are consistent with the purpose of this Easement.
2. Rights and duties of the Grantee. To accomplish the purpose of this Easement, the following rights and duties are conveyed to the Grantee:
 - a. To preserve and protect the conservation interest and values of the Property.
 - b. To enter upon the Property to maintain the same as provided hereinafter and to inspect and enforce the rights herein granted in a manner and at any time that will not unreasonably interfere with the proper uses being made of the Property at the time of such entry; and
 - c. To enjoin any activity on or use of the Property that is inconsistent with the purpose of this Easement or which may be reasonably expected to have a significant adverse impact on the conservation interests associated with the Property, and to enforce the restoration of such areas or features of the Property that may be damaged by any such inconsistent activity or use.
3. Permitted Uses and Practices. The following uses and practices, though not an exhaustive recital of consistent uses and practices, are consistent with the Easement, provided that each such use or practice is effected in a manner that is not inconsistent with the purpose of the Easement as specified in paragraph 1 and that each such use or practice shall neither significantly impair the public's view of and over the Property nor, in general, result in significant injury to or the destruction of a significant conservation interest:

- a. To plant and maintain trees, bushes and grasses and to protect, preserve and enhance the aesthetic, park-like and conservation values of the Property;
- b. To control predatory or problem animals by the use of selective control measures and techniques;
- c. To remove such weeds that the Grantee reasonably determines to be hazardous to the uses and practices herein reserved;
- d. To build, maintain and repair facilities, fences and systems reasonably appropriate for maintenance and protection purposes, for the protection of vegetation planted in accordance with subparagraph (a) of this paragraph, or for the separation of areas on which buildings are located;
- e. To use the Property for educational purposes consistent with the purpose of the Easement;
- f. To use the Property for park, athletic, community art purposes and other recreational activities consistent with the purpose of the Easement; and
- g. To conduct all other activities reasonably consistent with and/or related to the conservation values and use of the Easement stated above.

4. Prohibited Uses and Practices. Any activity on or use of the Property inconsistent with the purpose of this Easement is prohibited. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited

- a. Division, subdivision or de facto subdivision (through long-term leasing or otherwise) of any parcel of the Property into more than one (1) separately owned parcel of real property;
- b. Construction or location of any structure or other improvement except for trails, picnic and recreational areas, community art sculptures and pieces, and other improvements for recreational uses as approved by Grantee, which are reasonably appropriate to a use permitted under this Easement;
- c. The use of motorized vehicles, including snowmobiles, all terrain vehicles and other recreational vehicles, except as may be necessary to maintain the Property and to maintain utility lines running through the Property;
- d. Hunting or trapping for any purpose other than predatory, scientific research or problem animal control;

- e. Drilling, exploration for and extraction of oil and gas, coring, mining, excavation, depositing or extraction of sand, gravel, soil, rocks and/or without limitation, any mineral or similar materials for any site on the Property;
- f. Dumping, depositing, discharging, releasing or abandoning any solid or hazardous wastes, hazardous substances or material, pollutant or debris, ashes, trash, garbage or junk in, on or under the Property or into the surface or groundwater on or under the Property;
- g. Manipulation or alteration of natural watercourses or riparian communities;
- h. Burning of any material;
- i. Establishment or maintenance of any agricultural, grazing, livestock or industrial use not expressly permitted;
- j. Advertising of any kind or nature on the Property, including but not limited to, the placement or maintenance of signs, billboards or any other outdoor advertising of any kind or nature except for sign relating to the use or limitations on use applicable to the Property, directional and regulatory signs relating the Property, and signs of an informational or educational nature relating to the Property, the conservation values and purposes of this Easement; and
- k. All other uses and practices inconsistent with and significantly detrimental to the stated objectives and purpose of the Easement.

5. Environmental Cleanup. The Property has been subject to environmental cleanup in accordance with the Voluntary Cleanup Program ("VCP") of Title 19, Chapter 8 of the Utah Code, pursuant to which a Certificate of Completion (the "VCP Certificate") has been issued and recorded in the real property records of Salt Lake County, Utah, by the Executive Director of the Utah Department of Environmental Quality or the Executive Director's representative. The VCP Certificate is an encumbrance pursuant to which this Easement is subject. The Grantee agrees to monitor and manage any contamination remaining on the Property after the issuance of the VCP Certificate in accordance with the provisions of the VCP Certificate, including any Site Management Plan required by the VCP Certificate. Attached hereto as Exhibit "B" is a copy of the VCP Certificate and related Site Management Plan which are incorporated herein by this reference. Grantor, either through the Birkhill Community Association, the master community association for the property to be developed within the First Phase Concept Plan as provided in the Participation Agreement, or any other means will undertake and comply with the periodic monitoring and reporting requirements of any VCP applicable to the Property.

6. Enforcement of Easement.

a. Grantor shall notify the Grantee in writing before exercising any right reserved to Grantor, expressly or impliedly, with respect to the Property, the exercise of which may have a significant adverse impact on the conservation interests associated with the Property. The notice shall inform the Grantee of all aspects of the proposed activity including, but not limited to, the nature, siting, magnitude, and anticipated effect of the proposed activity or use with respect to the purpose of the Easement. Such notice shall be sent as provided below.

b. The Grantee shall have sixty (60) days from the mailing of such notice to review the proposed activity and notify the other of any objections thereto. Such objection, if any, shall be based upon the Grantee's opinion that the proposed activity is inconsistent with this instrument, and shall inform the Grantor of the manner, if any, in which the proposed activity can be modified to be consistent with the terms thereof. The Grantee shall have the right to prevent any proposed activity which is incompatible with the purpose of intent of this instrument or with the authorized uses or prohibitions specified herein.

c. Any violation of the Easement by the Grantor under this Section 6 shall be subject to termination through injunctive proceedings with the imposition of temporary restraining order or through any other legal means, it being recognized that monetary damages and/or other non-injunctive relief would not adequately remedy the violation of the covenants and restrictions of the Easement. In addition, the Grantee shall have the right to enforce the restoration of the portions of the Property affected by activities in violation of the Easement to the condition which existed prior to any damage or disturbance.

d. Failure by the Grantee to exercise its rights under this instrument in the event of any breach by the Grantor or its successors or assigns shall not be deemed or construed to be a waiver of the Grantee's rights hereunder as to that breach or any subsequent breach.

7. Maintenance Activities. Grantee hereby acknowledges that the Grantor has fulfilled its obligations under the Participation Agreement with regard to the development of the Property in accordance with the (a) Park Plan attached hereto as Exhibit "C" and (b) the trails and landscaped open space for the West Open Space Easement Parcel and agrees to accept possession of the Park Plan Parcel, and the West Open Space Easement Parcel and all their respective improvements as the development of each parcel is completed and to conduct the following activities at its expense:

a. Maintenance and operation of the Property and all park facilities and improvements constructed by Grantor pursuant to the Participation Agreement, together with any subsequent facilities or improvements added thereafter by Grantee consistent with the terms hereof.

b. Construction and maintenance of trails and recreational facilities over portions of the Property as approved by Grantee.

c. Grantee shall indemnify and hold Grantor harmless of and from activities or actions of Grantee or public users of the Property which may or do cause damage to persons or property or otherwise violate the terms of this Easement; however, under no circumstances shall Grantee's obligations under this paragraph or this Easement be construed to obligate Grantee to conduct, fund or participate in any environmental clean-up or remediation obligations under the VCP program or otherwise, other than to address environmental cleanup or remediation obligations caused by Grantee's failure to comply with the terms of this Easement.

8. Transfer of Easement. If the Grantee determines that it no longer is able to enforce its rights under this instrument or that it no longer desires to enforce the rights, or desires to assign enforcement rights, the Grantee shall be entitled to convey in whole or in part all its rights under this instrument, at no expense to Grantor, and deliver a copy of this instrument to an appropriate organization approved by the Mayor and Council of Murray City. The Grantee is hereby expressly prohibited, however, from subsequently transferring the Easement, whether or not for consideration, unless the Grantee, as a condition of the subsequent transfer, requires that the conservation purposes which the Easement is intended to advance continue to be carried out and any transferee of the Easement also agrees to comply with all the terms of the Easement.

9. Termination of Easement. The Grantee shall not voluntarily or willingly allow the termination of any of the restrictions of this instrument, and if any or all of the restrictions of the Easement are nevertheless terminated by a judicial or other governmental proceeding, any and all compensation received by the Grantee as a result of the termination shall be used by the Grantee in a manner consistent with the conservation purposes of the Easement.

10. Subsequent Transfers. The Grantee shall incorporate the terms of this Easement in any deed or other legal instrument by which it divests itself of any interest in all or a portion of the Property.

11. Notices. Any notice, demand, request, consent, approval, or communication shall be in writing and served personally or sent by registered or certified mail, postage prepaid, return receipt requested, addressed to the following:

Public Services Director
Murray City
4545 South 500 West
Murray, Utah 84107

President
Hamlet Development Corporation
308 East 4500 South.

Murray, Utah 84107

or to such other address as parties hereto from time to time shall designate by written notice to the other.

12. Recordation. Grantee shall record this instrument in timely fashion in its official records of Salt Lake County, Utah and may re-record it at any time as may be required to preserve its rights in this Easement.

13. General Provisions.

a. Controlling Law. The interpretation and performance of this Easement shall be governed by the laws of the State of Utah.

b. Construction. Any general rule of construction to the contrary notwithstanding, this Easement shall be liberally construed in favor of the Easement to effect the purpose of this Easement and the policy and purpose of Utah Code § 57-18-1, et seq. (1985) and related provisions.

c. Severability. If any provision of this Easement, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Easement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.

d. Successors. The covenants, terms conditions, and restrictions of this Easement shall be binding upon, and inure to the benefit of, the Grantee, subsequent owners of the Property, and their respective personal representatives, heirs, successors, and assigns, and shall continue as a servitude running in perpetuity with the Property.

e. Captions. The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.

IN WITNESS WHEREOF, Grantor has executed this instrument on the day and year first above written.

GRANTOR:

**HAMLET DEVELOPMENT
CORPORATION**

By _____

Its _____

GRANTEE:

MURRAY CITY, UTAH

By _____

Its _____

ATTEST:

City Recorder

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

On the ____ day of _____, 20__, personally appeared before me the signers of the foregoing instrument, who duly acknowledged to me that they executed the same.

Notary Public
Residing at:

EXHIBIT "A"

Legal Description of the Property

PARK PLAN PARCEL

BEGINNING at a point on the west right-of-way line of Main Street, said point being North $00^{\circ}30'11''$ East 615.17 feet (North $00^{\circ}15'54''$ East by record) along Main Street monument line and West 49.35 feet from the Northeast Quarter of Section 1, Township 2 South, Range 1 West, Salt Lake Base and Meridian; thence $S89^{\circ}57'37''W$ 82.50 feet; thence $N00^{\circ}02'23''W$ 41.29 feet; thence $N26^{\circ}14'10''W$ 19.73 feet; thence $S89^{\circ}57'37''W$ 245.32 feet; thence Northwesterly 82.51 feet along the arc of a 57.50 foot radius curve to the left, chord bears $N76^{\circ}22'25''W$ 75.61 feet; thence $N00^{\circ}02'23''W$ 204.41 feet; thence $S76^{\circ}43'06''E$ 36.18 feet; thence $S68^{\circ}12'37''E$ 290.80 feet; thence $S39^{\circ}46'13''E$ 154.80 feet; thence $S76^{\circ}01'54''E$ 6.08 feet; thence $S00^{\circ}02'23''E$ 44.28 feet to the POINT OF BEGINNING
Containing 58,885 SF or 1.352 acres

EXHIBIT "A" CONTINUED

WEST OPEN SPACE EASEMENT PARCEL

West Open Space Easement

A parcel of land located in the Northeast Quarter of Section 1, Township 2 South, Range 1 West, Salt Lake Base and Meridian, Salt Lake County, Utah described as follows: BEGINNING at a point on the west right-of-way line of Main Street, said point being North 00°30'11" East 992.85 feet (North 00°15'54" East by record) along Main Street monument line and West 872.42 feet from the Centerline Monument at Fireclay Avenue and Main street; said point also being North 00°07'58" East 2087.51 feet along the section line and West 842.60 feet from the East Quarter Corner Section 1, Township 2 South, Range 1 West, Salt Lake Base and Meridian; and running thence S76°43'06"E 420.82 feet; thence S00°02'23"E 41.94 feet; thence S89°57'37"W 83.85 feet; thence westerly 7.90 feet along the arc of a 31.00 foot radius curve to the left, chord bears N82°44'07"W 7.88 feet; thence S89°57'37"W 7.90 feet; thence northwesterly 4.71 feet along the arc of a 3.00 foot radius curve to the right, chord bears N45°02'23"W 4.24 feet; thence N00°02'23"W 15.50 feet; thence S89°57'37"W 112.00 feet; thence N00°02'23"W 42.17 feet; thence S89°57'37"W 126.00 feet; thence S00°02'23"E 81.13 feet; thence S42°46'30"W 11.41 feet; thence southerly 45.90 feet along the arc of a 51.00 foot radius curve to the left, chord bears S16°59'26"W 44.37 feet; thence S08°47'37"E 2.00 feet; thence southerly 2.36 feet along the arc of a 3.00 foot radius curve to the right, chord bears S13°42'23"W 2.30 feet; thence S36°12'23"W 9.36 feet; thence S08°47'37"E 132.00 feet; thence S53°47'37"E 8.30 feet; thence southeasterly 2.38 feet along the arc of a 3.00 foot radius curve to the right, chord bears S31°02'26"E 2.32 feet; thence S08°17'15"E 28.18 feet; thence southwesterly 4.69 feet along the arc of a 3.00 foot radius curve to the right, chord bears S36°27'34"W 4.22 feet; thence S81°12'23"W 13.00 feet; thence S08°47'37"E 390.00 feet; thence N81°12'23"E 13.00 feet; thence southeasterly 4.71 feet along the arc of a 3.00 foot radius curve to the right, chord bears S53°47'37"E 4.24 feet; thence southerly 7.33 feet along the arc of a 286.50 foot radius curve to the right, chord bears S08°03'39"E 7.33 feet; thence southerly 2.42 feet along the arc of a 3.00 foot radius curve to the right, chord bears S15°49'33"W 2.36 feet; thence S38°58'45"W 8.56 feet; thence southerly 27.47 feet along the arc of a 279.50 foot radius curve to the right, chord bears S02°51'19"E 27.46 feet; thence S00°02'23"E 60.53 feet; thence S45°02'23"E 8.66 feet; thence southeasterly 2.36 feet along the arc of a 3.00 foot radius curve to the right, chord bears S22°32'23"E 2.30 feet; thence S00°02'23"E 66.67 feet; thence southerly 3.03 feet along the arc of a 15.00 foot radius curve to the right, chord bears S05°45'12"W 3.03 feet; thence S89°57'37"W 29.69 feet; thence northerly 216.19 feet along the arc of a 2897.82 foot radius curve to the left, chord bears N06°39'24"W 216.13 feet; thence N08°47'37"W 709.28 feet; thence N29°27'50"E 50.40 feet to the Point of Beginning.

Contains 59,360 SF or 1.363 acres

EXHIBIT "B"

Voluntary Cleanup Program Certificate of Completion

When recorded return to:
Utah Department of Environmental Quality
Division of Environmental Response and Remediation
Attention: Voluntary Program Coordinator
168 North 1950 West
Salt Lake City, Utah 84116

**RE: Former Morgan Hanauer Smelter Voluntary Cleanup Site (VCP # C045)
4200 South Main Street, Murray, Utah**

CERTIFICATE OF COMPLETION

1. Compliance with Terms of Voluntary Cleanup Program

The Executive Director of the Utah Department of Environmental Quality, through his undersigned designee below, has determined that Hamlet Development and Gibbons Realty Company, hereinafter collectively referred to as "Applicant," have completed a Utah Department of Environmental Quality ("UDEQ") supervised voluntary cleanup of the real property described in Attachment A (the "Property"), in accordance with sections 19-8-108 and 19-8-110 of the Utah Code Annotated and the Voluntary Cleanup Agreement entered into on March 14, 2006. The Applicant is granted this Certificate of Completion ("COC") pursuant to section 19-8-111 and subject to the conditions set forth in section three below. Figures depicting the Property are located in Attachment B.

2. Acknowledgment of Protection From Liability

This COC acknowledges protection from liability provided by section 19-8-113 of the Utah Code Annotated to an applicant who is not responsible for the contamination under the provisions listed in subsection 19-8-113(1)(b) at the time the applicant applies to enter into a Voluntary Cleanup Agreement, and to future owners who acquire the Property covered by this COC, and to lenders who make loans secured by the Property covered by the COC.

As set forth in section 19-8-113, this release of liability is not available to an owner or lender who was originally responsible for a release or contamination, or to an owner or lender who changes the land use from the use specified in the COC if the changed use or uses may reasonably be expected to result in increased risks to human health or the environment, or to an owner or lender who causes further releases on the Property. Also, there is no release from liability if the COC is obtained by fraud, misrepresentation, or the knowing failure to disclose material information. Finally, protection from liability is limited to contamination identified in the documents related to the investigation and cleanup of the Property.

3. Specified Land Use for Certificate of Completion

This COC is issued based on the Applicant's representation that the Property will be used for mixed commercial and residential uses, consistent with the residential exposure scenario described in the Risk Assessment Guidance for Superfund, Volume I, Human Health Evaluation, Parts A and B. The residential scenario is defined as exposure to adults to incidental ingestion and dermal contact to hazardous constituents for a duration of 30 years at a frequency of 350 days per year.

In addition, this COC is issued based upon compliance with the COC, as well as compliance with an Environmental Covenant (EC), dated August 12, 2008 and recorded in the records of the Salt Lake County Recorder as Entry No. 10497519 in Book 9634 at Page 2136, and the Site Management Plan (SMP), dated July 21, 2008. The COC, EC, and SMP, among other things, require:

- a. The Property shall be used in a manner that is consistent with the land use described in section three above;
- b. Non-use of the groundwater located beneath the Property via wells, pits, sumps or other means;
- c. Compliance with the Environmental Covenant recorded with the Salt Lake County Recorder on August 12, 2008 in Book 9634 on pages 2136-2164.
- d. The Site Management Plan is implemented as proposed;
- e. Reports are submitted to UDEQ as described in the SMP;
- f. Continued reimbursement to UDEQ for its oversight of activities under the EC and SMP;
- g. Continued consent to access by UDEQ to monitor compliance with the EC and SMP;

4. Unavailability of Release of Liability

Use of the Property that is not consistent with section three including failure to comply with the EC or SMP described in section three shall constitute a change in land use expected to result in increased risks to human health/the environment making the release of liability in section two unavailable.

5. Availability of Records

All documents discussed in this COC are on file and may be reviewed at the UDEQ/ Division of Environmental Response and Remediation office located at 168 North 1950 West, Salt Lake City, Utah.

6. Final Signature for Former Morgan Hanauer Smelter Certificate of Completion

Dated this 21st day of AUGUST 2008.

Brad T Johnson

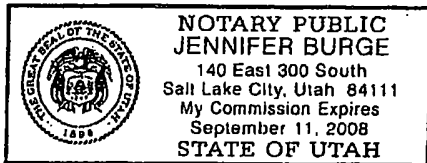
Brad T Johnson, Director
Division of Environmental Response and Remediation
And Authorized Representative of the
Executive Director of the Utah
Department of Environmental Quality

STATE OF UTAH _____)

:SS.

COUNTY OF Salt Lake)

On this 21 day of August, 2008, personally appeared before me, Brad T Johnson
who duly acknowledged that he/she signed the above Certification of Completion as an authorized
representative of the Executive Director of the Utah Department of Environmental Quality.



Jennifer Burge
NOTARY PUBLIC

Residing At: SLC

My Commission Expires 9-11-08

ATTACHMENT A

**Former Morgan Hanauer Smelter
Legal Property Description**

**Former Morgan Hanauer Smelter
4200 South Main Street
Murray, Utah**

Legal Property Description:

The Former Morgan Hanauer Smelter site consists of the following-described real property situated in Salt Lake County, State of Utah:

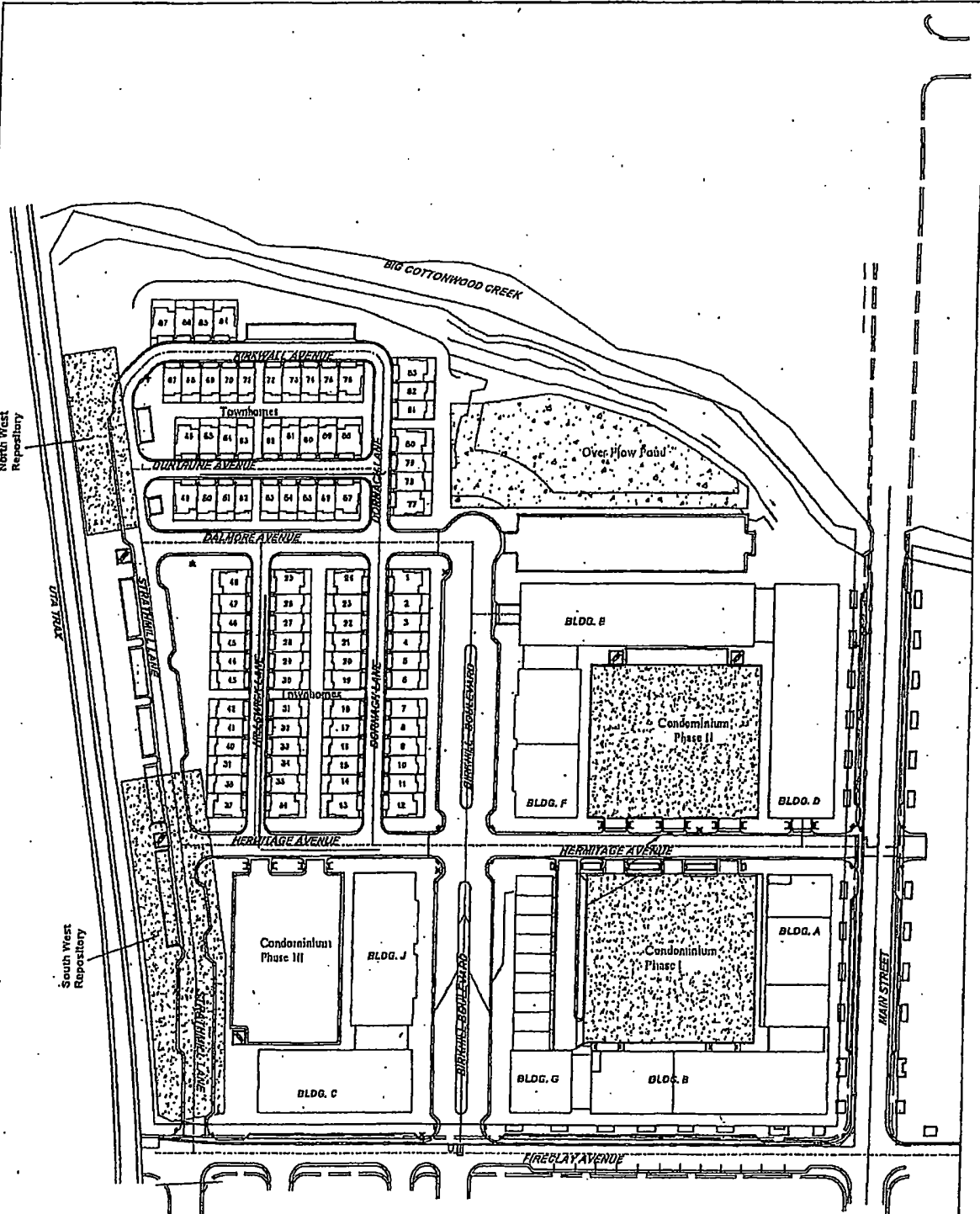
BEGINNING at the intersection of the 1968 Murray City Annexation Boundary in Big Cottonwood Creek recorded December 31, 1968 in Book GG at Page 18 of the Salt Lake County records and a line 33.00 feet perpendicularly distant westerly of the Main Street monument line, said point being North 87°15'51" East 16.28 feet (North 87°01'34" East 16.16 feet per 1968 Murray City Annexation Plat), North 00°30'11" East 1741.07 feet (00°15'54" East 1741.07 feet by record) along said Main Street monument line, and North 76°01'54" East 33.93 feet (North 76°16'11" West 33.93 feet by record) along said 1968 Murray City Annexation Boundary in Big Cottonwood Creek from the East Quarter Corner of Section 1, Township 2 South, Range 1 West, Salt Lake Base and Meridian (Basis of Bearings being North 00°30'11" East 1518.10 feet from the found centerline monument marking the intersection of Fireclay Avenue and Main Street to the found centerline monument marking the intersection of Central Avenue and Main Street), and running thence along said 1968 Murray City Annexation Boundary in Big Cottonwood Creek the following five courses: North 76°01'54" West 23.32 feet (North 76°16'11" West by record), North 39°46'13" West 154.80 feet (North 40°00'30" West by record), North 68°12'37" West 290.80 feet (North 68°26'54" West by record), North 76°43'06" West 457 feet (North 76°57'23" West by record) and South 29°27'50" West 50.40 feet (South 29°13'33" West by record) to the easterly right-of-way line of the UTA Light Rail Transit Corridor, formerly Union Pacific Land Resources Corporation (UPRR) as shown on the 1996 Existing Union Pacific Railroad Track Alignment Survey filed as Survey S97-09-0651 in the Salt Lake County Surveyors Office; thence along said easterly right-of-way line the following two courses: South 08°47'37" East 709.28 (South 09°02'48" East by record) and Southerly 216.19 feet along a 2897.82 foot radius curve to the right through a central angle of 04°16'28" and along a chord of South 06°39'23" East 216.13 feet to a point on the north line of the Road Dedication Plat Fireclay Avenue as recorded in Book 99-11P at Page 310 of said records; thence along said north line North 89°57'37" East 722.30 feet (North 89°42'43" East 722.44 feet per Road Dedication Plat Fireclay Avenue) to the west line of Main Street; thence along said west line North 00°30'11" East 621.48 feet to the POINT OF BEGINNING.

Containing 658,857 square feet or 15.125 acres.

Property Tax Identification Numbers: 21-01-229-004-0000, 21-01-229-005-0000

ATTACHMENT B

**Former Morgan Hanauer Smelter
Site Map**



Explanation
 Repository Areas



CLIENT INFO. Hamlet Development Birch at Fireclay	 IHI ENVIRONMENTAL	PROJECT No: 016-2111
		DATE: 07/27/2001
		DATE: 05/20/00
		DATE:
APPROXIMATE SCALE 1:500	APPROVED BY:	DATE:

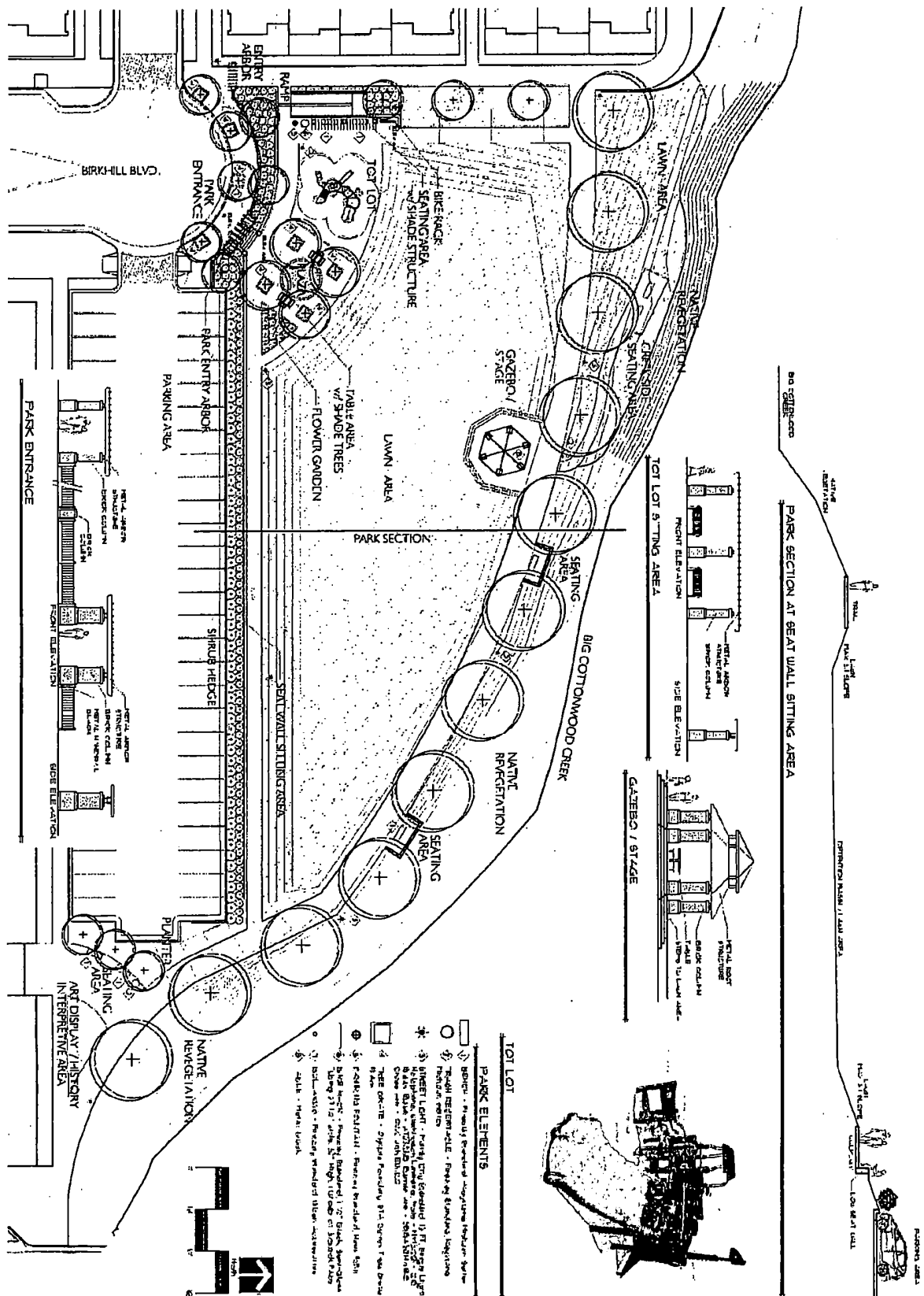
Figure 1: Site Map

EXHIBIT "C"

[See plan for park entitled:

"Birkhill at Fireclay - Park
Murray, Utah
Site/Landscape Development"

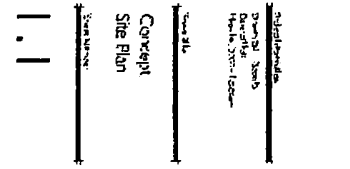
Dated: November 16, 2007- 10:06 am]



- TOT LOT**
- PARK ELEMENTS**
- Seating - Primary Seating - Vegetation Seating Area
 - Seating - Secondary Seating - Primary Seating, Vegetation Seating Area
 - ⊛ Seating - Tertiary Seating - Primary Seating, Vegetation Seating Area
 - ⊙ Seating - Quaternary Seating - Primary Seating, Vegetation Seating Area
 - ⊕ Seating - Quinary Seating - Primary Seating, Vegetation Seating Area
 - ⊖ Seating - Senary Seating - Primary Seating, Vegetation Seating Area
 - ⊗ Seating - Senary Seating - Primary Seating, Vegetation Seating Area
 - ⊘ Seating - Octonary Seating - Primary Seating, Vegetation Seating Area
 - ⊙ Seating - Nonary Seating - Primary Seating, Vegetation Seating Area
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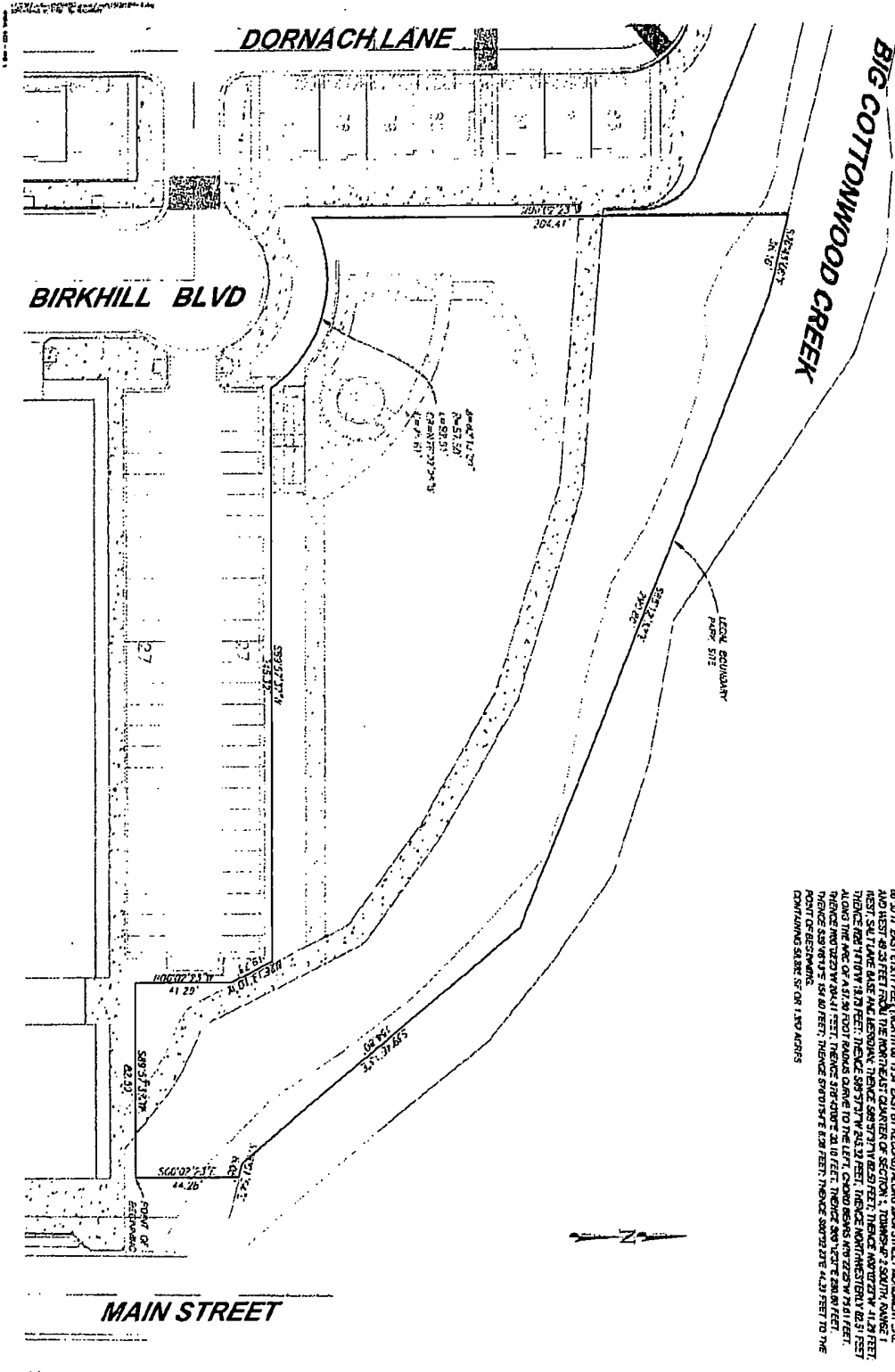
Birkhill at Fireclay - Park
Murray, Utah

Site / Landscape Development



HAMILLET HOMES

HAMILLET HOMES
308 East 4500 South, 300
Murray, Utah 84 07
801 281 2233




LEGAL DESCRIPTION PARK SITE:

BEGINNING AT A POINT ON THE WEST SIDE OF MAIN STREET, SAID POINT BEING NORTH 87°17' EAST 61.57 FEET (MIDPOINT OF 155' EAST BY RECORD) ALONG MAIN STREET MONUMENT LINE AND WEST 49.25 FEET TO THE NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SOUTHWEST QUARTER AND EASING THERE 58°57'14" WEST 71.76 FEET, THENCE S89°37'14" WEST 147.10 FEET TO THE POINT OF BEGINNING, THENCE S89°37'14" WEST 147.10 FEET, THENCE S89°37'14" WEST 147.10 FEET, THENCE S89°37'14" WEST 147.10 FEET, THENCE S89°37'14" WEST 147.10 FEET, THENCE S89°37'14" WEST 147.10 FEET, THENCE S89°37'14" WEST 147.10 FEET, THENCE S89°37'14" WEST 147.10 FEET, THENCE S89°37'14" WEST 147.10 FEET, THENCE S89°37'14" WEST 147.10 FEET TO THE POINT OF BEGINNING, CONTAINING 51.88 AC. OR 1.80 ACRES.

EXHIBIT 1

0



HAMLET HOMES

1000 EAST 1000 SOUTH
 BIRK HILL AT TRICELAY
 BIRK HILL AT TRICELAY

PARK SITE LEGAL BOUNDARY