



**PUBLIC NOTICE IS HEREBY GIVEN** that the Board of Directors of the Redevelopment Agency of Murray City, Utah will hold a regular meeting at beginning at 4:00 p.m., Tuesday, May 17, 2022 in the Murray City Council Chambers at 5025 S. State Street, Murray, UT.

Any member of public may view the meeting via the live stream at [www.murraycitylive.com](http://www.murraycitylive.com) or <https://www.facebook.com/Murraycityutah/>.

Public Comments can be made in person during the meeting or may be submitted by sending an email (including your name and address) to: [rda@murray.utah.gov](mailto:rda@murray.utah.gov) *All comments are limited to 3 minutes or less and email comments will be read into the meeting record.*

**RDA MEETING AGENDA**  
**4:00 p.m., Tuesday, May 17, 2022**

- 1. Approval of Minutes** – no minutes in this packet
- 2. Citizen comments** (see above for instructions)
- 3. RDA Budget Update**
- 4. Consider a resolution authorizing an agreement to engage a real estate brokerage and marketing firm for services related to the Murray Chapel properties.**
- 5. Consider a resolution authorizing an agreement to engage a real estate brokerage and marketing firm for services related to the Murray City Hall properties.**
- 6. Y2 Analytics** – Review of the final draft of the public opinion survey for the area between State Street to Poplar Street and 4800 South to 5<sup>th</sup> Avenue within the Central Business District (CBD) urban renewal area.

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

On May 13, 2022, a copy of the foregoing Notice of Meeting was posted in accordance with Section 52-4-202 (3).

Jared Hall,  
Deputy Executive Director

**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION OF THE REDEVELOPMENT AGENCY OF MURRAY CITY  
AUTHORIZING ENTERING INTO AN AGREEMENT WITH A QUALIFIED REAL  
ESTATE BROKERAGE AND MARKETING FIRM FOR SERVICES RELATING  
TO THE MURRAY CHAPEL PROPERTY.**

WHEREAS, the Redevelopment Agency of Murray City (“RDA”) was created and organized pursuant to the provisions of the Community Reinvestment Agency Act-Title 17C of the Utah Code, as amended and is authorized and empowered to undertake certain activities and actions pursuant to the law including the power to hold, sell, convey, grant, gift or otherwise dispose of any interest in real property; and

WHEREAS, the RDA owns real property located at 4886 South Poplar Street where the Murray Chapel is located (the “Murray Chapel Property”); and

WHEREAS, the RDA desires to address certain Real Estate Brokerage and Marketing needs relating to the sale of the Murray Chapel Property; and

WHEREAS, the RDA desires to authorize the RDA Executive Director to enter into an exclusive representation agreement with a qualified real estate brokerage and marketing firm to help to meet the RDA’s real estate needs as they relate to the Murray Chapel Property; and

WHEREAS, the RDA finds that entering into an exclusive agreement with a real estate brokerage and marketing firm is beneficial to the RDA and the citizens of Murray.

NOW, THEREFORE, BE IT RESOLVED by the Redevelopment Agency of Murray City as follows:

1. It hereby authorizes the Executive Director of the Redevelopment Agency of Murray City to enter into an exclusive representation agreement with a qualified real estate brokerage and marketing firm in substantially the form attached hereto as Exhibit A.
2. The RDA staff are hereby authorized to take those actions required to carry out the purposes of this Resolution.
3. This Resolution shall be effective upon adoption.

PASSED, APPROVED AND ADOPTED by the Redevelopment Agency of Murray City on this \_\_\_\_ day of \_\_\_\_\_, 2022.

Redevelopment Agency of Murray City

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Diane Turner, Chair

ATTEST:

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Brett A. Hales, Executive Director

# **EXHIBIT “A”**

FORM OF EXCLUSIVE  
REPRESENTATION AGREEMENT

WHEN RECORDED RETURN TO:

MURRAY CITY CORPORATION  
5025 South State Street  
Murray, Utah 84107  
Attention: Brooke Smith

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Space Above This Line for Recorder's Use

**DEED RESTRICTION**

THIS DEED RESTRICTION (the "Restriction") is made and effective as of \_\_\_\_ day of \_\_\_, 20 \_\_, by \_\_\_\_\_, an individual (?), whose address is \_\_\_\_\_ ("OWNER"), for the benefit of the Redevelopment Agency of Murray City ("RDA"), a body corporate and politic of the State of Utah, whose address is 5025 South State Street, Murray Utah 84107 (the "RDA").

WHEREAS, the RDA owns certain real property located at 4886 Poplar Street in Murray City, Salt Lake County, Utah as more fully described on Exhibit "A" attached hereto and incorporated herein (the "Property");

WHEREAS, the Property has historical significance to the RDA and to the Murray City community, and the parties want to ensure the maintenance of the historic nature of the property for the benefit of the community;

WHEREAS, the OWNER and RDA have entered into that certain Real Estate Purchase and Sale Agreement dated \_\_\_\_\_, 20 \_\_, a copy of which may be obtained from the RDA at the address set forth above (the "Agreement"), pursuant to which the RDA agreed to sell the property identified in Exhibit "A" to the OWNER, on the condition that OWNER agreed to record against the Property a deed restriction in the form hereof;

NOW, THEREFORE, OWNER hereby agrees as follows for the benefit of the RDA:

1. Restriction. OWNER agrees with regard to the Property that:
  - a. the structure thereon may not be demolished and any major alterations must be approved by Murray City Corporation;
  - b. the structure may not remain vacant for a period of 30 days or more;
  - c. the Property may not become tax exempt; and
  - d. the RDA shall have the first right of refusal should OWNER determine to sell the Property.
    - i. Option to Purchase. Before OWNER may sell the Property to a third-party, the Property must first be offered to the RDA as follows:
      1. *Notice of Intent to Sell.* Once the OWNER decides to sell the Property, the OWNER shall provide notice to the RDA of its

intent to sell. The Notice of Intent to Sell shall include a proposed sale price. The Notice of Intent to Sell shall be served upon the RDA in person or delivered via certified mail. The date on which the Notice of Intent to Sell is served on the RDA is the “Offer Date.”

2. *Option to Purchase.* The RDA shall have the option (the “Option”) for a period of sixty (60) days after the Offer Date (the “Option Period”) to purchase the Property at the offered price. The Option shall be freely assignable by the RDA to a third-party. The RDA may exercise the Option by delivering to OWNER a Notice of Exercise of the Option (“Exercise Notice”) before expiration of the Option Period. RDA shall endeavor to notify OWNER of whether it will exercise the Option as early as possible within the Option Period. If RDA elects to exercise the Option, RDA shall close within thirty (30) days after delivering the Exercise Notice. During the Option Period, OWNER shall not sell any interest in the Property. If the RDA (i) notifies OWNER that it will not exercise the Option, (ii) fails to deliver the Exercise Notice (or notice that it will not exercise the Option) during the Option Period; or (iii) exercises the Option but fails to close within thirty (30) days after delivering the Exercise Notice (unless such closing date is extended by the parties), then the Option shall automatically terminate without the need for further notice or documentation.

2. Nature of Restriction. The Restriction shall run with the land and shall be binding upon the successors, assigns and beneficiaries of the parties.

3. Term. The term of this Restriction is for a period of **fifty (50)** years commencing on the date (the “Commencement Date”) upon which the RDA provides the OWNER with a Special Warranty Deed (as such term is defined in the Agreement). Upon the date that is 50 years and one day from the Commencement Date, this Restriction shall automatically terminate without need for any other documentation, notice or recorded material. Nevertheless, the OWNER and the RDA shall promptly cooperate together and take the actions and sign the documents that either of them deems necessary to terminate the Restriction and remove all record thereof from the title of the Property.

4. Enforcement. The RDA may enforce this Restriction through any proceeding at law or in equity, against the OWNER or its successors or assigns, in the event of a violation or threatened violation of the Restriction. There are no intended third party beneficiaries of this Restriction.

5. Notice. Any and all notices required or desired to be given hereunder shall be in writing and shall be validly given or made if sent by certified U.S. mail, return receipt requested, or via hand delivery with signed acknowledgment of receipt by a person of suitable age and discretion. Any notice or demand to the OWNER shall be addressed to the address of the OWNER appearing on the County tax records. Any notice or demand to the RDA shall be

addressed to the address of the RDA listed on the Lt. Governor's Entity Registry webpage found at [entityregistry.utah.gov/s/](http://entityregistry.utah.gov/s/)

6. Governing Law. This deed restriction shall be governed and construed under Utah law.

**OWNER**

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By: \_\_\_\_\_

On the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, personally appeared before me \_\_\_\_\_, who being by me, duly sworn, did say that s/he is the \_\_\_\_\_ of \_\_\_\_\_, a Utah \_\_\_\_\_, and that the foregoing instrument was signed by him on behalf of said body by authority of a Resolution, and the said \_\_\_\_\_ acknowledged to me that said body executed the same.

My Commission Expires:

Notary Public  
Residing in Salt Lake County

EXHIBIT A

Address: 4886 Poplar Street  
Parcel Number: 22-07-108-003

**Legal Description:**

**REAL ESTATE PURCHASE AND SALE AGREEMENT**  
**[4886 Poplar Street]**

THIS REAL ESTATE PURCHASE AND SALE AGREEMENT (“Agreement”) is made and entered into by and between the REDEVELOPMENT AGENCY OF MURRAY CITY, 5025 South State Street, Murray, Utah (the “RDA”), and

\_\_\_\_\_ (“Purchaser”) to be effective as of the date signed by the RDA (the “Effective Date”), when signed by both of the parties.

**RECITALS**

A. RDA is the owner of and agrees to sell to Purchaser that certain real property, improvements thereon, access easement and other easements, privileges and other rights appurtenant thereto located at 4886 Poplar Street, Murray, Utah, and more particularly described on the attached Exhibit A, such real property, improvements thereon, access easement and all other easements, privileges and other rights appurtenant thereto, being the “Property.”

B. Purchaser wants to purchase the Property and RDA wants to sell the Property to Purchaser on the terms and conditions contained in this Agreement, including certain deed restrictions.

NOW, THEREFORE, for valuable consideration, and subject to all the terms and conditions of this Agreement, RDA and Seller agree as follows:

1. **PURCHASE AND SALE; PROPERTY.** Under the terms and conditions of this Agreement, RDA shall sell and convey to \_\_\_\_\_, and \_\_\_\_\_ shall purchase from RDA that certain real property, an access easement, and other easements, privileges and other rights appurtenant thereto, and more particularly described on the attached Exhibit “A”, such real property, access easement and all other easements, privileges and other rights appurtenant thereto, being the “Property.”

3. **INDEPENDENT APPRAISAL.** This Agreement is conditioned and contingent upon an independent appraisal which, in the sole judgment of Purchaser, is deemed satisfactory. Such appraisal shall be arranged and paid for by Purchaser and if Purchaser does not notify RDA in writing by the end of the Due Diligence Period of any dissatisfaction associated with the subject appraisal, then this Agreement shall be in full force and effect. If the Purchaser notifies RDA in writing by the end of the Due Diligence Period that the appraisal is unsatisfactory, then this Agreement shall be null and void and the Deposit of the Purchaser shall be returned in full.

4. **PURCHASE PRICE.** The purchase price of the Property (“Purchase Price”) shall be \_\_\_\_\_ DOLLARS (\$\_\_\_\_\_.00).

5. **ESCROW.**

A. Opening of Escrow. Purchaser shall open an escrow (“Escrow”) at the offices of \_\_\_\_\_ (“Escrow Holder” or “Title Company”) at \_\_\_\_\_. The Escrow shall be open upon Purchaser delivering this Agreement to Escrow Holder, signed by the parties, which will be on or before October \_\_\_, 2022.

B. Critical Dates. As soon as practical after the Opening of Escrow, Escrow Holder shall ascertain the “Effective Date” and all other dates critical to the parties’ performance of this Agreement and advise the parties in writing of the dates so ascertained.

C. Deposit. Within four (4) days of the opening of Escrow, Purchaser shall deposit with Escrow Holder a Deposit in the amount of Five Thousand Dollars (\$5,000.00) which shall be applied toward the Purchase Price on the Close of Escrow. In the event this Agreement is terminated by Purchaser within the due diligence time period or as a result of a default by RDA, then the Deposit shall be refunded to Purchaser.

If Purchaser fails to complete the purchase of the Property as herein provided by reason of default of Purchaser, it is agreed that the Deposit then held by Escrow Holder shall be non-refundable and RDA shall be entitled to such Deposit, which amount shall be accepted by RDA as liquidated damages and not as a penalty and as RDA’s sole and exclusive remedy.

D. Additional Documents. The parties shall provide all further information and execute and deliver all additional documents reasonably required by Escrow Holder.

E. Prorations. All expenses, including without limitation scheduled rentals, utilities, and operating expenses, shall be prorated as of the date of the Closing. Any item to be prorated that is not detrimental or determinable at the Closing shall be promptly adjusted by the parties by appropriate payment outside of the Escrow when the amount due is determined. The parties shall promptly adjust between themselves outside of the Escrow any rents received after the Closing.

F. Escrow Costs. RDA shall pay: (i) **all Salt Lake County documentary transfer taxes**; (ii) and all charges for Purchaser’s document drafting and recording. Purchaser shall pay: (i) the Escrow Holder’s fee; (ii) the fee from a standard-coverage American Land and Title Association (“ALTA”) title insurance policy and the cost of any additional or extended-coverage title insurance beyond a ALTA Title Insurance Policy, if desired by Purchaser; and (iii) all charges for Purchaser’s document drafting and recording. The Escrow Holder shall prorate fees and costs between the parties at the Closing.

G. Closing Date. Escrow shall close (“Close of Escrow” or “Closing”) no later than \_\_\_\_\_, 2022 (“Closing Date”). For purposes of this Agreement, the Close of Escrow” shall mean the date on which the warranty deed conveying the Property is recorded in the Salt Lake County Recorders’ Office.

(i) Payment of Purchase Price. Prior to the Closing, Purchaser shall deposit the Purchase Price into the Escrow, either in cash, cashier’s check, or wire transfer.

(ii) Parties to Sign Documents. Prior to the Closing, each party shall execute and deliver all instruments and documents required by the other party and the Escrow Holder to effect the Closing.

(iii) Taxes. All ad valorem taxes and special taxes or assessments levied or assessed against the Property for the year of the Closing, if any, shall be prorated at the Closing, effective as of the Closing Date. If the Closing occurs before the tax rate or the assessed valuation is fixed for the then-current year, the prorating of ad valorem taxes shall use the tax rate and the assessed valuation for the preceding tax year. The prorating of ad valorem taxes shall be subject to later adjustment once the actual tax statements for the year of Closing have been received, which agreement to re-prorate taxes shall survive the Closing.

6. TITLE. At the Closing, RDA shall convey good and indefeasible fee simple title to the Property to Purchaser by Special Warranty Deed, subject to deed restrictions.

A. Deed Restrictions. Because the building being sold is of historical significance to RDA, Purchaser agrees to enter into certain deed restrictions related to the property. Prior to conveying the Special Warranty Deed, Deed Restrictions shall be entered into and recorded with the Salt Lake County Recorder's Office requiring that:

- (i) the structure may not be demolished;
- (ii) any major alterations to the structure must be approved by Murray City Corporation;
- (iii) the property will not become tax exempt; and
- (iv) the structure may not remain vacant for an extended period of time

7. LEASING BY RDA. RDA shall not enter into any new leases with respect to the Property after the Effective Date without Purchaser's consent, unless this Agreement is terminated pursuant to its terms.

8. PURCHASER'S DUE DILIGENCE PERIOD. PURCHASER shall have until \_\_\_\_\_, 2022 (the "Purchaser's Due Diligence Period") to conduct Purchaser's due diligence, including without limitation examinations, reviews, and inspections of all matters pertaining to the purchase of the Property. Purchaser may terminate this Agreement for any reason whatsoever at any time during the Purchaser's Due Diligence Period. Purchaser may waive the Purchaser's Due Diligence Period at any time and proceed to the Closing.

A. Purchaser's Contingencies. If Purchaser discovers any matters that, if not corrected, would cause Purchaser to terminate this Agreement ("Purchaser's Contingencies"), Purchaser shall notify RDA in writing of all such Purchaser's Contingencies before the expiration of the Purchaser Due Diligence Period. Purchaser's failure to so notify RDA within the Purchaser's Due Diligence Period shall mean no Purchaser's Contingencies exist.

B. Commitment for Title Insurance. Purchaser shall purchase and obtain preliminary report or commitment for title insurance (such report or commitment, as it may be amended,

supplemented and updated, is referred to as the “Preliminary Title Report”) in the full amount of the Purchase Price, with Purchaser as the proposed insured, showing all matters affecting title to the Property including any and all exceptions, easements, restrictions, rights-of-way, covenants, reservations and other conditions or encumbrances affecting the Property (collectively, the “Exceptions to Title”) together with legible copies of all recorded documents constituting or evidencing Exceptions to Title.

C. Purchaser’s Due Diligence. Purchaser may enter upon the Property for the purpose of conducting environmental studies, structural engineering studies of the building, surveys, and other examinations as Purchaser shall reasonably deem necessary. Purchaser shall notify RDA at least 48-hours prior to each such entry on the Property.

D. Standard of Conduct. Subject to tenants’ rights under leases, Purchaser may examine and inspect the Property with prior notice to RDA. Such entry by Purchaser shall be conducted in a manner so as not to cause liability, damage, lien, loss, cost or expense to Seller or the Property, and so as not to interfere with or disturb any tenant at the Property. Purchaser shall protect, defend, indemnify, and hold RDA harmless from any such liability, damage, lien, loss, cost, or expense.

(i). Without limitation on the foregoing, Purchaser shall not do any of the following without RDA’s prior written consent: (a) conduct any on-site activity; (b) contact any consultant or other professional engaged by RDA with respect to the Property, or any tenant of the Property, or any of their respective representatives; or (c) contact any source of information regarding the Property or its operation. An RDA representative may be present at all inspections, reviews, and examinations at the Property.

(ii). Purchaser shall keep all information or data received or discovered in connection with any of the inspections, reviews, or examinations of the Property strictly confidential, to the extent permitted by law, except for disclosures reasonably necessary for Purchaser’s acquisition of the Property, and except as required by law.

E. Records Review. Upon reasonable notice to RDA, Purchaser may review records in the possession and control of RDA pertaining to the Property including, all reports, such as environmental reports, soils and geological reports, surveys, physical inspection reports, marketing studies, feasibility studies, toxic and hazardous waste information and reports, architectural, civil and other plans and specifications, topological maps, environmental audits, traffic engineering reports and surveys, and other similar documents prepared by third-parties. Such records provided to Purchaser by RDA or RDA’s representatives, shall be made available to Purchaser at no charge as an accommodation to Purchaser and without any representation or warranty as to their sufficiency, accuracy, completeness, or validity, and Purchaser shall rely on them at its own risk. Purchaser may retain appropriate consultants to review all such documents and fully investigate the Property.

9. RDA’S DISCLOSURES. Within five (5) days after the Effective Date, RDA shall deliver to Purchaser the following documents which are collectively referred to as the “RDA Disclosures”:

A. Property Agreements. Copies of any and all written leases, tenancies, rental agreements, service contracts, licenses, management agreements, landscaping agreements, maintenance agreements, and any and all other agreements affecting the Property, and a full written description of any such agreements which are not written (collectively, the “Property Agreement(s)”).

B. Environmental Assessments. Copies in RDA’s possession, if any, of any studies, assessments, and/or reports which have previously been done on the Property including, without limitation, environmental reports, soils studies, site plans and surveys (collectively, “Environmental Assessments”).

C. Building/Zoning Code Violations. Written notice of any claims and/or conditions known to RDA relating to Property building or zoning code violations.

D. Other Material Information. Written notice of any claims, conditions or information which may materially impact Purchaser’s decision to purchase the Property.

E. Failure to Deliver RDA Disclosures. If RDA is unable or unwilling to deliver to Purchaser any of the RDA Disclosures, Purchaser may immediately terminate this Agreement. If Purchaser so terminates this Agreement, the Deposit shall be returned to Purchaser, this Agreement shall be null and void, and the Parties shall have no further obligations to one another whatsoever.

10. PURCHASER’S REVIEW AND APPROVAL OF RDA’S DISCLOSURES. From the Effective Date and continuing until the end of the Due Diligence Period, Purchaser shall have the right to review and approve the RDA Disclosures and all items as provided under this Section. If Purchaser elects to terminate the Agreement pursuant to this Section, the Deposit shall be returned to Purchaser, this Agreement shall be null and void, and the Parties shall have no further obligations to one another whatsoever.

A. Unpermitted Exceptions. If Purchaser objects to any Exceptions to Title appearing in the Preliminary Title Report (the “Unpermitted Exceptions”) Purchaser shall immediately notify RDA of such objection in writing following Purchaser’s receipt of the Preliminary Title Report, and RDA shall make reasonable efforts to have such Unpermitted Exceptions removed from the Preliminary Title Report no later than ten (10) days after RDA has received from Purchaser written notice of such Unpermitted Exceptions. If RDA is unable or unwilling to remove such Unpermitted Exceptions from the Preliminary Title Report within such time period, Purchaser may terminate this Agreement.

B. Property Agreements. If Purchaser objects to any Property Agreement, Purchaser shall notify RDA of such objection in writing following Purchaser’s receipt of such Property Agreement. If RDA is unable or unwilling to resolve Purchaser’s objections regarding any particular Property Agreement, Purchaser may terminate this Agreement and all parties shall be relieved of all liabilities under this Agreement.

C. Environmental Assessments. In the event that Purchaser determines, prior to the Due Diligence Date, in Purchaser's sole discretion, that any Environmental Assessment indicates the Property may not be appropriate, feasible, economically and/or environmentally viable for Purchaser's planned use, Purchaser may terminate this Agreement and all parties shall be relieved of all liabilities under this Agreement.

D. Building/Zoning Code Violations. In the event that Purchaser determines, prior to the Due Diligence Date, in Purchaser's sole discretion, that any claims and/or conditions relating to Property building/zoning code violations may adversely impact Purchaser's planned use of the Property, Purchaser may terminate this Agreement and all parties shall be relieved of all liabilities under this Agreement.

11. RDA'S WARRANTIES AND REPRESENTATIONS. As of the Effective Date, RDA makes the representations and warranties listed below. Such warranties and covenants shall not survive the Closing unless specifically stated below. In the event of a breach of any of the representations and warranties specified below prior to the Closing, upon written notice by and at the election of the Purchaser, Purchaser may terminate this Agreement and neither RDA nor Purchaser shall have any further rights or obligations under this Agreement.

A. Title. RDA is the sole owner and is in exclusive possession of the Property, RDA holds good and marketable title to the Property in fee simple, and will convey good and marketable title to Purchaser, including all of RDA's right, title, and interest in the Property at the Closing by special warranty deed free and clear of all liens and encumbrances other than those Exceptions to Title and/or Property Agreement the Purchaser has accepted or otherwise failed to object to pursuant to this Agreement. Purchaser understands and agrees that, pursuant to this Agreement, Purchaser must obtain a Final Title Policy to insure Purchaser against any and all loss or damage resulting from defects or problems relating to Purchaser's ownership of the Property. As such, RDA makes no representations or warranties regarding title to the Property beyond the Closing.

B. No Changes During Transaction. RDA agrees that from the Effective Date and continuing until the Closing, RDA shall not, without the prior written consent of Purchaser: (i) make any changes in any existing leases; (ii) enter into any new leases; (iii) make any substantial alterations or improvements to the Property, or (iv) incur any further financial encumbrances against the Property. Should RDA so encumber the Property after the Effective Date, then RDA shall be obligated to remove all such encumbrances on or prior to the Closing.

C. Title Policy. At the Closing, Purchaser shall obtain, inspect, approve and pay for a standard-coverage owner's policy of title insurance by a title insurance company in the total amount of the Purchase Price ("Final Title Policy") in order to adequately insure Purchaser against any and all loss or damage resulting from defects or problems relating to the Purchaser's ownership of the Property including, without limitation, the enforcement of liens that may exist against the Property. If title to the Property cannot be made insurable through an escrow agreement upon the Closing, Escrow Holder shall return all of the Deposit to Purchaser, this Agreement shall be null and void, and the Parties shall have no further obligations to one another whatsoever.

D. RDA Parties. The persons and entities comprising RDA represent all parties owning fee title to the Property as of the Effective Date. RDA is fully authorized to convey the Property pursuant to this Agreement. The representations set forth in this Subsection 11D shall survive the Closing.

E. No Proceedings. As of the Effective Date, to the best of RDA's knowledge there are no existing, pending or threatened condemnation proceedings by a different governmental authority, zoning or land use proceedings, utility moratoriums, use moratoriums, improvement moratoriums, or legal, administrative or other proceedings or assessments, formal or informal, affecting the Property, lawsuits by adjoining landowners or others, nor to the best knowledge and belief of RDA is any such lawsuit contemplated by any person, nor is any condemnation or assessment contemplated by any governmental authority. Purchaser acknowledges and agrees that Purchaser is solely responsible for performing any and all due diligence, as deemed necessary by Purchaser, in order to determine whether or not the Property may, as of and following the Closing, be affected by any of the matters addressed under this Subsection 11E.

F. No Leases. At the time of Closing the Property will not in whole or in part be subject to any leases, tenancies, or rental agreements other than those which Purchaser has been made aware of pursuant to Subsection 8A of this Agreement. The representations set forth in this Subsection 10F shall survive the Closing.

G. No Contracts. RDA has not and will not enter into any oral or written contracts, agreements, listings or understandings affecting the Property which may become binding upon Purchaser other than those which Purchaser has been made aware of pursuant to Subsection 9A of this Agreement. The representations set forth in this Subsection 11G shall survive the Closing.

H. Compliance with Laws. As of the Effective Date, RDA has complied with all applicable laws, ordinances, regulations, statutes, and rules relating to the Property or any part hereof. The ownership, operation and use of the Property are in compliance with and do not violate any applicable federal, state or municipal law, ordinance, rule or regulation, including but not limited to, one relating to building, subdivision, zoning, health, the environment or disabled persons. In addition, RDA has no knowledge of any pending ordinance, order, regulation or requirement that would affect the present use and operation of the Property. Purchaser acknowledges and agrees that Purchaser is solely responsible for performing any and all due diligence, as deemed necessary by Purchaser, in order to determine whether or not the Property is suitable for Purchaser's intended purposes, and determining whether or not the Property may, as of and following the Closing, be affected by any of the matters addressed under this Subsection 11H.

I. Environmental. To the best of RDA's knowledge, during the period that RDA has owned the Property, there has been no storage, production, transportation, disposal, treatment or release of any solid waste, hazardous waste, toxic substance, mold, or any other pollutants or contaminants (collectively, "Pollutants") on or in the Property in violation of any applicable law, rule or ordinance. To the best of RDA's knowledge, RDA warrants that RDA has complied with

all applicable local, state or federal environmental laws and regulations, and there are no wells, underground storage tanks, covered surface impoundments or other sources of Pollutants on the Property. To the best of RDA's knowledge, prior to RDA's acquisition of the Property there was no storage, production, transportation, disposal, treatment or release of any Pollutants on or in the Property. To the best of RDA's knowledge, no underground tank for storage of gasoline or other purpose is located on the Property. In the event the mitigation of Pollutants is necessary, RDA shall be responsible for the removal and cleanup of any existing Pollutant prior to the Closing. Such environmental cleanup work shall mean a financial obligation to perform or the actual performance of work, cleanup, removal, repair, remediation, construction, alteration, demolition, renovation, testing, or installation in connection with the Property in order to comply with any environmental law.

J. Other Commitments. No commitments relating to the Property have been made to any governmental authority, utility company, school board, other organization, group or individual which would impose an obligation on Purchaser or Purchaser's successors or assigns to make, or which would establish as a condition to development or subdivision or any part of the Property the making of, any contribution or dedication of money or land or any improvements of a public or private nature on or off the Property. No governmental authority has imposed any requirement that any owner of the Property pay directly or indirectly any special fees or contributions or incur any expenses or obligations in connection with the Property.

K. Other Agreements. No management agreement, landscaping or maintenance agreement, security agreement, assignment, ground lease, easement, employment agreement, licensing agreement, insurance policy, employee welfare plan, labor agreement or other contract or agreement exists, whether oral or written, affecting or relating to the Property, which will remain in effect after the Closing, except as have been disclosed in writing to and approved by Purchaser. Each such agreement and contract is in full force and effect in accordance with its terms, is assignable without the necessity of consent of any third party and is cancellable, without cost or expense, on not more than thirty (30) days' notice. Each obligation of RDA and each other party under each such agreement and contract has performed, no party to any such agreement or contract has asserted any claim of default or offset against RDA and no event has occurred or failed to occur, the occurrence or nonoccurrence of which would in any way affect the validity or enforceability of any such agreement or contract.

L. Judgment. No adverse or unpaid judgment is outstanding directly and solely against RDA relating to the Property or the operation of the Property that might affect the ability of RDA to perform RDA's obligations under this Agreement. The representations set forth in this Subsection 10L shall survive the Closing.

M. No Violation of Law by Seller. RDA is not in violation of, and the execution by RDA of this Agreement and the performance by RDA of RDA's obligations under this Agreement will not violate, any judicial order or governmental law, ordinance, rule or regulation in any respect which could have an adverse effect on the ability of RDA to perform RDA's obligations under this Agreement.

12. RDA'S DELIVERIES. RDA shall deliver the following to Escrow Holder prior to the Closing:

- A. A duly executed and acknowledged Special Warranty Deed;
- B. Such other documents reasonably required to achieve the Closing.

13. PURCHASER'S DELIVERIES. Purchaser shall deliver the following to the Escrow Holder prior to the Closing:

- A. The Purchase Price by cash, cashier's check, or wire transfer;
- B. Such other documents reasonably required to achieve the Closing.

14. MUTUAL DELIVERIES. RDA and Purchaser shall each execute and deliver to the Escrow Holder the following:

- A. A closing statement of the Purchase Price and all adjustments and prorations required hereunder; and
- B. Such other documents, such as a transfer tax form, required by competent governmental authorities to achieve the Closing.

15. DEFAULT AND REMEDIES.

A. RDA's Pre-Closing Default. If RDA is in default of this Agreement prior to the Closing, Purchaser may, at its option and as its exclusive remedy for such default, either: (i) terminate this Agreement by written notice to RDA and Escrow Holder; or (ii) if the default resulted from a failure to transfer title to the Property to Purchaser at the Closing, seek and enforce specific performance of this Agreement.

B. RDA's Post-Closing Default. Purchaser may seek and enforce any remedy available at law or in equity: (i) if RDA defaults on its obligations under this Agreement after the Closing; and (ii) for any claim related to this Agreement arising from the established gross negligence, recklessness, or intentional misconduct of RDA and its officers, employees, representatives, and agents. Notwithstanding the foregoing, RDA shall not be liable for any consequential or punitive damages.

C. Purchaser's Default. If Purchaser is in default of this Agreement at any time, RDA may terminate this Agreement by written notice to Purchaser and Escrow Holder, and/or seek and enforce any other remedy available at law or in equity.

D. Limited Liability. RDA's liability for damages resulting from or under this Agreement shall be limited to either the Property or to Purchaser's funds received by RDA, and without resort to any other RDA assets.

16. AS OF THE CLOSING DATE, PURCHASER WILL HAVE CONDUCTED INVESTIGATIONS AND SATISFIED ITSELF WITH RESPECT TO THE CONDITION OF THE PROPERTY AND THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT. ACCORDINGLY, EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT AND THE DEED, PURCHASER WILL ACCEPT THE PROPERTY IN THE CONDITION IN WHICH IT EXISTS ON THE CLOSING DATE (THAT IS, "AS IS" AND "WHERE IS", "WITH ALL FAULTS"), WITHOUT ANY OTHER REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED (INCLUDING WITHOUT LIMITATION THE PHYSICAL CONDITION OF THE PROPERTY AND/OR THE PROPERTY'S SUITABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE), AND WITHOUT ANY OTHER RE COURSE AGAINST RDA.

17. TIME OF ESSENCE. Time is of the essence to the performance of each and every obligation under this Agreement.

18. INTERPRETATION. This Agreement shall be governed by the laws of the State of Utah. The section headings are for convenience only and shall not interpret, define or limit the scope or content of this Agreement. If any party is made up of more than one person or entity, then all are identified in the singular in this Agreement. If any right of approval or consent by a party is provided for in this Agreement, the party shall exercise the right promptly and reasonably, unless this Agreement expressly gives such party the right to use its sole discretion. The term "business day" shall mean Monday through Friday, excluding holidays recognized by the State of Utah.

19. AMENDMENTS. The terms and provisions of this Agreement may only be modified or amended pursuant to a written instrument signed by all parties hereto.

20. SUCCESSORS AND ASSIGNS. The provisions of this Agreement shall inure to and bind the successors and assigns of the parties, except for a bona fide purchaser without notice and not affiliated with Purchaser.

21. ASSIGNMENT. This Agreement may not be assigned in whole or in part by Purchaser without RDA's prior written consent.

22. BROKERS. Purchaser is solely responsible for the payment of any and all brokerage fees and commissions in connection with the transactions contemplated by this Agreement. Each party represents to the other that the representing party has incurred no liability for any finder's fee or a brokerage commission arising from or relating to the transactions contemplated by this Agreement. Each of Purchaser and RDA indemnifies, defends and holds harmless the other party from and against any and all liability, cost, damage or expense on account of any brokerage commission or finder's fee it has agreement to pay. This indemnification survives the termination of this Agreement.

23. ATTORNEY FEES & COSTS. If any party brings an action or proceeding against another party under this Agreement, the prevailing party shall be entitled to recover from the

non-prevailing party all reasonable costs and expenses thereof, including without limitation reasonable attorney fees and costs. The “prevailing party” shall be that party who obtains substantially the result sought, whether by settlement, dismissal, or judgment.

24. **NOTICES.** Any notice required or permitted to be given under this Agreement shall be in writing and may be served personally or delivered by United States mail, postage prepaid, and addressed as follows:

Seller: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

25. **PARTIAL INVALIDITY.** If any term, covenant, condition, or provision of this Agreement is found invalid, void, or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

26. **WAIVER**. A Party's failure to insist upon the strict performance of any of the other Party's obligations under this Agreement, in one or more instance, shall not be construed as a waiver of any such obligation, and the same shall remain in full force and effect. Waiver of any default shall not be a waiver of any other default. Any waiver of a default must be in a writing executed to constitute a valid and binding waiver. Delay or failure to exercise a right or seek a remedy shall not be deemed a waiver of that or any other right or remedy under this Agreement, at law, or in equity. The exercise of any particular right or the use of any particular remedy for any default shall not waive the use of any other right or remedy for the same default or for another or later default. Failure to discover a default or take prompt action to require the cure of any default shall not result in an equitable estoppel, but the non-defaulting party may at any and all times require the cure of the default.

27. **SURVIVAL.** Any obligation which accrues under this Agreement prior to the Closing or its termination shall survive the Closing or such termination.

28. **ENTIRE AGREEMENT.** This Agreement represents the entire agreement between the parties for the purchase and sale of the Property, and supersedes all prior negotiations, representations or agreements, either oral or written.

29. **COUNTERPARTS.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to constitute an original, but all of which, when taken together, shall constitute one and the same instrument.

30. **AUTHORITY TO CONTRACT.** Each individual executing this Agreement on behalf of another person or legal entity represents and warrants that they are authorized to execute and deliver this Agreement on behalf of such person or entity in accordance with duly adopted resolutions or other authorizing actions which are necessary and proper and under such legal entity's articles, charter, bylaws, or other written rules of conduct or governing agreement, and that this Agreement is binding upon such person or entity in accordance with its terms. Each person executing this Agreement on behalf of another person or legal entity represents and warrants such entity is a valid, qualified corporation, limited liability company, partnership, or other unincorporated association in good standing in its home state and that such entity is qualified to do business in Utah.

IN WITNESS WHEREOF, this Agreement is executed to be effective as of the Effective Date.

**Effective Date:** \_\_\_\_\_

**REDEVELOPMENT AGENCY OF MURRAY CITY**

**BY:** \_\_\_\_\_  
Name: Brett A. Hales  
Title: RDA Executive Director

**ATTEST:**

\_\_\_\_\_  
Brooke Smith, City Recorder

*Approved as to form:*

**BY:** \_\_\_\_\_  
Name: G.L. Critchfield,  
Title: City Attorney, Attorney for the RDA

Date: \_\_\_\_\_

**PURCHASER**

**BY:** \_\_\_\_\_  
Name: \_\_\_\_\_

Title: \_\_\_\_\_

## ***EXHIBIT A***

Property located at approximately 4869 South Box Elder Street, Murray, Utah and more particularly described as follows:

Legal description of the Property:

**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION OF THE REDEVELOPMENT AGENCY OF MURRAY CITY  
AUTHORIZING ENTERING INTO AN AGREEMENT WITH A QUALIFIED REAL  
ESTATE BROKERAGE AND MARKETING FIRM FOR SERVICES RELATING  
TO THE MURRAY CITY HALL PROPERTY.**

WHEREAS, the Redevelopment Agency of Murray City (“RDA”) was created and organized pursuant to the provisions of the Community Reinvestment Agency Act-Title 17C of the Utah Code, as amended and is authorized and empowered to undertake certain activities and actions pursuant to the law including the power to hold, sell, convey, grant, gift or otherwise dispose of any interest in real property; and

WHEREAS, the RDA owns real property located at 5025 South State Street where the current Murray City Hall is located (the “City Hall Property”); and

WHEREAS, the RDA desires to address certain Real Estate Brokerage and Marketing needs relating to the sale of the City Hall Property; and

WHEREAS, the RDA desires to authorize the RDA Executive Director to enter into an exclusive representation agreement with a qualified real estate brokerage and marketing firm to help to meet the RDA’s real estate needs as they relate to the City Hall Property; and

WHEREAS, the RDA finds that entering into an exclusive agreement with a real estate brokerage and marketing firm is beneficial to the RDA and the citizens of Murray.

NOW, THEREFORE, BE IT RESOLVED by the Redevelopment Agency of Murray City as follows:

1. It hereby authorizes the Executive Director of the Redevelopment Agency of Murray City to enter into an exclusive representation agreement with a qualified real estate brokerage and marketing firm in substantially the form attached hereto as Exhibit A.
2. The RDA staff are hereby authorized to take those actions required to carry out the purposes of this Resolution.
3. This Resolution shall be effective upon adoption.

PASSED, APPROVED AND ADOPTED by the Redevelopment Agency of Murray City on this \_\_\_\_ day of \_\_\_\_\_, 2022.

Redevelopment Agency of Murray City

---

Diane Turner, Chair

ATTEST:

---

Brett A. Hales, Executive Director

# **EXHIBIT “A”**

FORM OF EXCLUSIVE  
REPRESENTATION AGREEMENT

**Murray City  
Downtown Revitalization Survey  
Questionnaire Draft  
April 2022**

QINTRO. Do you currently live in Murray City?

- 1 Yes  
2 No (TERMINATE)
- 

QTRACK. Do you feel things in Murray are going in the right direction or the wrong direction?

- 1 Right direction  
2 Wrong direction
- 

QOVERALL. All things considered, on a scale from 0 to 100, with 0 being very low and 100 being very high, how would you rate your overall quality of life in Murray?

---

Q5YRRATE. How would you rate the City of Murray today compared to five years ago? Would you say it is...

- 1 Much better  
2 Somewhat better  
3 About the same  
4 Somewhat worse  
5 Much worse  
6 Don't know, I haven't been here that long
- 

QRECOMMEND. How likely are you to recommend the City of Murray to friends and family as a good place to live?

- 1 Very likely  
2 Somewhat likely  
3 Somewhat unlikely  
4 Very unlikely
-

Do you agree or disagree with the following statements about Murray City?

- 1      Strongly disagree
- 2      Somewhat disagree
- 3      Neither agree nor disagree
- 4      Somewhat agree
- 5      Strongly agree

(ROTATE)

- QFAMILY.      Murray is a great place to raise a family.  
QGROW.      Murray is growing and developing in a positive way.  
QJOBS.      I like living in Murray because of the businesses and job opportunities that are growing here.  
QYOUTH.      Murray has activities and amenities that are appealing for the youth in the community.  
QBIZ.      Murray has all the kinds of businesses I want it to have.  
QPARK.      Murray has enough parks, open spaces, recreation areas to meet my needs.  
QLOOK.      I like the current look and feel of Murray.

---

DISPLAY IF QBIZ = 1-3  
oe\_business.    What types of businesses do you feel are missing in Murray?

---

- QDTMAP.      Below is a map of Murray City. On the map, please highlight the area that you think of when you hear the words "downtown Murray."

(MAP WITH OVERLAYING GRID AND SELECTION INSTRUCTIONS)

---

- QDEFINE.      The map below shows an area considered by many residents to be Murray's Historic Downtown Area. This area extends north from City Hall to around 4800 S., along State Street and west toward Poplar Street.

(INCLUDE MAP FOR REFERENCE WITH KEY BUILDINGS/LANDMARKS LABELED)

With this area in mind, please rate the extent to which you agree or disagree with the following statements about Murray's Historic Downtown District.

- QHISTORY.      I like the historic buildings and character of the downtown area.  
QDESTIN.      I think of downtown Murray as a destination in the city.  
QUPDATE.      I would like to see downtown Murray updated with more attractions.
-

Murray Downtown 2022  
4 29 22 V2

How often do you or your family members visit Murray 's Historic Downtown District for each of the following activities?

- 1 A few times a month or more
- 2 Once a month
- 3 A few times a year
- 4 Once a year
- 5 Less than once a year
- 6 Never

(ROTATE)

QDTEAT. To eat at a restaurant  
QDTSHOP. To go shopping  
QDTFAMENT. For a family activity  
QDTDATE. For a date or romantic evening

---

How would you rate each of the following aspects of Murray 's Historic Downtown District?

- 1 Excellent
- 2 Good
- 3 Fair
- 4 Poor

(ROTATE)

QFOOD. The restaurants and dining options  
QHIST. The preservation of historic buildings and character  
QENTOPT. The activities and entertainment options  
QSHOP. The retail and shopping options  
QPARKING. The available parking  
QATMOSPH. The atmosphere  
QWALK. The walkability or pedestrian-friendliness  
QHOUSING. The housing options available  
QHOUSING. The look and appearance

---

Murray Downtown 2022  
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The Block One area is a block within Murray's Historic Downtown District bordered by State Street and Poplar Street on the east and west and 4800 S. and 5<sup>th</sup> Avenue on the north and south.

(INCLUDE MAP FOR REFERENCE WITH KEY BUILDINGS/LANDMARKS LABELED AND PHOTOS OF THE CURRENT STREET VIEW)

Thinking specifically about this part of downtown Murray, how would you rate the following aspects of the Block One area?

- 1      Excellent
- 2      Good
- 3      Fair
- 4      Poor

(ROTATE)

QFOOD.	The restaurants and dining options
QHIST.	The preservation of historic buildings and character
QENTOPT.	The activities and entertainment options
QSHOP.	The retail and shopping options
QPARKING.	The available parking
QATMOSPH.	The atmosphere
QWALK.	The walkability or pedestrian-friendliness
QHOUSING.	The housing options available
QHOUSING.	The look and appearance

---

s\_redesignsup. The Murray City Council is considering plans for the redesign of the Block One area of downtown Murray. As a reminder, Block One is the block between State Street and Poplar Street and 4800 S. and 5<sup>th</sup> Avenue.

The goal of this redevelopment is to encourage both residential and commercial growth that will lend itself to a more "main street" or "historical downtown" atmosphere. This includes, but is not limited to, making the area more aesthetically pleasing, developing new amenities or restoring historical buildings in the area, and increasing pedestrian access.

Based on what you know or may have heard, do you support or oppose the redesign of the Block One historical downtown district?

[FLIP ORDER]

- 1      Strongly support
- 2      Somewhat support
- 3      Somewhat oppose
- 4      Strongly oppose

---

s\_support\_why. In your own words, would you {PIPED: support/oppose} the redesign of the Block One district?

---

[QGRANT.] Would you support or oppose the city using tax dollars to invest in the downtown Murray area by offering grants to current property owners who agreed to maintain or update their buildings to preserve the historic feel of downtown?

- 1 Strongly support
- 2 Somewhat support
- 3 Somewhat oppose
- 4 Strongly oppose

**Commented [ES1]:** We should talk about whether this is an option the city is interested in pursuing

[QBUILDINGS.] If the city were to update downtown Murray, would you support or oppose the city replacing some historic buildings with new buildings that maintain a historic look and feel?

- 1 Strongly support
- 2 Somewhat support
- 3 Somewhat oppose
- 4 Strongly oppose

[s\_redesign\_dev.] Which of the following options would you like to see included in the Block One district?  
Please select all that apply.

[RANDOMIZE]

- 1 Sit-down restaurants
- 2 Fast-food locations
- 3 Retail stores
- 4 Grocery stores
- 5 Personal care services (i.e., hair salon, spa)
- 6 Dental services
- 7 Entertainment venues (i.e., movie theater, bowling alley)
- 8 Post office
- 9 Small businesses
- 10 Boutiques and shops
- 11 Gym
- 12 Residential space
- 13 Other, please specify

[s\_ftunimp.] As the redesign begins, how important are each of the following to you?

[RANDOMIZE ORDER]

- 1 Housing affordability
- 2 Economic development
- 3 Maintaining the look and feel of our neighborhoods
- 4 Transportation and infrastructure
- 5 Keeping downtown Murray as is
- 6 Walkability and pedestrian friendliness
- 7 Beautification of the area
- 8 Open space
- 9 Stores that I can afford
- 10 Accessible transportation options (i.e., a shuttle)

[FLIP ORDER]

Very important  
Somewhat important  
Not very important  
Not at all important

s\_housing. Currently, the Block One area includes XX affordable housing units located above a street-level commercial space on State Street. In your opinion, how important is it that the City preserve these affordable housing units?

- 1 Very important
- 2 Somewhat important
- 3 Not very important
- 4 Not at all important

**Commented [KG2]:** We'd like to include some additional detail here if possible, and it's worth discussing whether this is a line of questioning we want to pursue.

s\_housing\_replace. If the redesign of the Block One area resulted in demolishing the current affordable housing units in the area, how important would you say it is that the housing units be replaced?

- 1 Very important
- 2 Somewhat important
- 3 Not very important
- 4 Not at all important

The city has to consider different sets of options and tradeoffs when creating development plans. Thinking about the features you would like to see in downtown Murray, please select the button in the position that best represents your preferred split between each of the following sets of options.

(ROTATE QTRADEOFF SERIES)

QTRADEOFF1. When it comes to future development in the Block One downtown Murray area, would you prefer to see more open space for public use or mixed development that includes retail store fronts on the ground floors and residential space on the upper floors?

- 1 More open space for public use
- 2 More mixed housing and retail space

QTRADEOFF2. When it comes to dining options in the Block One downtown Murray area, would you prefer to see more locally-owned, "mom and pop" style restaurants or more franchises and national chain restaurants?

- 1 More "mom and pop" restaurants
- 2 More chain restaurants

QTRADEOFF3. When it comes to parking in the Block One downtown Murray area, would you prefer to see more on-street parking on Main Street or have more available parking in lots nearby?

- 1 More on-street parking on
- 2 More parking lots nearby

QTRADEOFF5. When it comes to the look and feel of the Block One downtown Murray area, would you prefer that the city preserve the area's historic character, or modernize the architecture and atmosphere?

- 1      Preserve the historic character
- 2      Modernize the architecture and atmosphere

QTRADEOFF6. When it comes to the look and feel of the Block One downtown Murray area, would you prefer that the city maintain the current low-rise building profile or allow for multi-story buildings?

- 1      Maintain low-rise building profile
- 2      Allow for multi-story buildings

---

QCONJOINT. Imagine for just a moment that a mixed-used development is going to be built in the Block One area of downtown Murray. You need to decide which of the following two different developments you would prefer to be built in your community.

Please read the descriptions of the two types of mixed-used developments that could be built in downtown Murray. Then please indicate which of the two developments is your most preferred **combination** of appearance, uses, building height, parking, and atmosphere for Block One.

If you think that neither is preferable or that both are preferable, just pick the one that you think is the most preferable.

	Option 1	Option 2
Appearance	RANDOMLY ASSIGNED ONE OF: A. Storefronts and building facades less than 20 feet away from the sidewalk and road surface B. Storefronts and building facades set back at least 20 feet away from the sidewalk and road surface	RANDOMLY ASSIGNED ONE OF: C. Storefronts and building facades less than 20 feet away from the sidewalk and road surface A. Storefronts and building facades set back at least 20 feet away from the sidewalk and road surface
Uses	RANDOMLY ASSIGNED ONE OF: A. Apartments or condominiums above street-level commercial spaces B. Street-level residential space for townhomes, condominiums, or apartments C. Commercial space only with no residential space	RANDOMLY ASSIGNED ONE OF: A. Apartments or condominiums above street-level commercial spaces B. Street-level residential space for townhomes, condominiums, or apartments C. Commercial space only with no residential space
Height	RANDOMLY ASSIGNED ONE OF: A. Restrict buildings to 3 stories or less (no more than 40ft) B. Permit buildings taller than three stories (more than 40ft)	RANDOMLY ASSIGNED ONE OF: A. Restrict buildings to 3 stories or less (no more than 40ft) B. Permit buildings taller than three stories (more than 40ft)
Parking	RANDOMLY ASSIGNED ONE OF: A. Parking garages in addition to on-site parking lots B. On-site parking lots only with no parking garages	RANDOMLY ASSIGNED ONE OF: A. Parking garages in addition to on-site parking lots B. On-site parking lots only with no parking garages
Atmosphere	RANDOMLY ASSIGNED ONE OF: A. New open space and/or parks B. Walkable plazas and courtyards incorporated into developments C. No new open space	RANDOMLY ASSIGNED ONE OF: A. New open space and/or parks B. Walkable plazas and courtyards incorporated into developments C. No new open space

(RANDOMLY PRESENT ONE COMBINATION OF ALL SIX TRAITS)

If you had to choose between the two developments described in the options above, which one would you choose?

- 1      Option 1  
2      Option 2
- 

QIMAGE. Next you will see a few different images of potential designs for the look of downtown Murray if it were updated. On a scale of 1 to 10 where 1 means "I do not find it appealing at all" and 10 means "I find it very appealing", please rate how appealing you find each image.

(IMAGES APPEAR IN RANDOM ORDER)

- QIMAGEA. Two-story buildings vs Three-story buildings  
QIMAGEB. Basic streetscape vs Elaborate streetscape  
QIMAGEC. Modern Architecture vs Traditional architecture  
QIMAGED. Open space vs No open space  
QIMAGEE. Narrow street vs Wide street roadways on Poplar St.  
QIMAGEF. Median vs No median on Poplar St.  
QIMAGEG. Residential vs Mixed use  
QIMAGEH. Wide sidewalk vs Narrow sidewalk  
QIMAGEI. Arts and entertainment space vs Commercial space
- 

QHEATMAP. Next you will see a few different images of city centers or downtown areas from nearby cities. Please click on any specific elements you like or would like to see replicated in Murray's downtown district.

(THIS QUESTION WILL BE PRESENTED AS A HEATMAP AND RESPONDENTS WILL BE ALLOWED TO CLICK TTO MARK AREAS/ASPECTS THEY LIKE)

(IMAGES APPEAR IN RANDOM ORDER)

- QIMAGEA. 9<sup>th</sup> and 9<sup>th</sup> in SLC  
QIMAGEB. Holladay  
QIMAGEC. Sugar House
-

Murray Downtown 2022  
4 29 22 V2

Now I have just a few final questions to ensure we have a representative sample. Please remember that your answers are completely confidential.

QSEX. What is your gender?

- 1 Male
- 2 Female
- 3 Non-binary
- 4 Other, please specify if you wish:

---

QYEARBORN. Please enter the year you were born (YYYY, e.g., 1975):

---

QTIMEIVED. How long have you lived in Murray?

- 1 Less than 2 years
- 2 3-5 years
- 3 6-10 years
- 4 11-20 years
- 5 21 or more years

---

QOWNRENT. Which of the following best describes where you are currently living?

- 1 Own or buying my own home
- 2 Rent my home or apartment
- 3 Live with parents, relatives, or otherwise rent free
- 4 Other

---

QEDEOFR. What is the last year of school you completed?

- 1 Some high school or less
- 2 High school graduate
- 3 Some college
- 4 College graduate
- 5 Post graduate degree (e.g. MA, MBA, LLD, PhD)
- 6 Vocational school or technical school

---

QEMPLOY. What is your employment status?

- 1 Self-employed
- 2 Employed full-time
- 3 Employed part-time
- 4 Unemployed
- 5 Homemaker
- 6 Retired
- 7 Student

---

QMARRIAGE. Are you currently...

- 1 Married
  - 2 Divorced
  - 3 Widowed
  - 4 Living with partner
  - 5 Single
- 

QRACE. Are you:

- 1 American Indian / Native American
  - 2 Asian
  - 3 Black / African American
  - 4 Hispanic / Latino
  - 5 White / Caucasian
  - 6 Pacific Islander
  - 7 Other (SPECIFY)
- 

QINCOME. What do you expect your 2022 family income to be?

- 1 Under \$25,000
  - 2 \$25,000 – 39,999
  - 3 \$40,000 – 49,999
  - 4 \$50,000 – 74,999
  - 5 \$75,000 – 99,999
  - 6 \$100,000 – 124,999
  - 7 \$125,000 – 149,999
  - 8 Over \$150,000
-