

When recorded, return to:
Midvale City
655 W. Center St.
Midvale, UT 84047

Tax Parcel No. 21-26-401-006
 and 21-26-401-007

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 06/24/2011 12:50 PM \$117.00
 Book - 9932 Pg - 7464-7517
 GARY W. OTT
 RECORDER, SALT LAKE COUNTY, UTAH
 LANDMARK TITLE
 BY: ZJM, DEPUTY - WI 54 P.

**DEVELOPMENT AGREEMENT FOR
 TALAVERA AND TUSCANY VILLAS PROJECT WITHIN
 THE JUNCTION AT MIDVALE MASTER PLANNED DEVELOPMENT
 MIDVALE CITY, UTAH**

THIS DEVELOPMENT AGREEMENT ("Development Agreement") is entered into as of this 1 day of March , 2011 by and among Valley Green Holdings, LLC, its successors and assigns ("Developer" or "Property Owner"); and Midvale City Corporation, a Utah municipal corporation ("Midvale" or "City") for the Talavera¹ and Tuscany Villas project, which is a portion of The Junction at Midvale Sub Area of the Bingham Junction Master Plan located in Midvale City, Utah. For purposes of this Development Agreement, Developer and the City may be referred to herein collectively as the "Parties" and individually as a "Party."

A. Master Development Agreement. The Parties hereby acknowledge the existence and continuing applicability of that certain Master Development Agreement (the "MDA") for the Bingham Junction Project dated April 6, 2005, and that certain Development Agreement for The Junction at Midvale Sub Area of the Bingham Junction Project dated November 14, 2007 (the "Junction Agreement"). The Parties further agree that both the MDA and Junction Agreement are in full force and effect and are binding upon and inure to the benefit of the Parties in the ownership and development of the portion of the Bingham Junction Project subject to this Agreement. The Parties desire to enter into this Development Agreement in order to address various issues specific to this portion of the Bingham Junction Project which are not specifically addressed in the Junction Agreement or MDA.

B. Talavera and Tuscany Villas Project. The Talavera and Tuscany Villas Residential Project is located on property recorded as Lot 3A and 3B of The Junction at Midvale-West Residential Plat Lot 3 Amended Subdivision (the "Valley Green Holdings Property"). The Property is located north of Howe Cove and Tuscany View Road, west of Bingham Junction Boulevard, east of Jordan River, south of the light rail line, and is specifically described in **Exhibit A** attached hereto. For purposes of this Agreement, Talavera is located on The Junction at Midvale-West Residential Plat Lot 3A Amended Subdivision including 12.611 acres, and Tuscany Villas is Lot 3B of The Junction at Midvale-West Residential Plat Lot 3 Amended Subdivision including 2.628 acres. A copy of the subdivision plat is included in **Exhibit A**. The development intent for the

¹ Formerly known as San Malo

Valley Green Holdings Property is a medium/high density residential project with 328 rental units to be known as the "Talavera and Tuscany Villas Project."

C. Large Scale Master Plan and Small Scale Master Plan. Midvale has approved a Large Scale Master Plan and two Small Scale Master Plans for the Talavera and Tuscany Villas project. These approvals are subject to specific conditions of approval from the City Planning Commission on December 8, 2010 and January 12, 2011, attached hereto as **Exhibit B**. The Large Scale Master Plan and Small Scale Master Plans shall be deemed to qualify as Developer's submittal of a Small Scale Master Plan under the MDA and the amended provisions of the Bingham Junction Zone as set forth in Section 17-7-9.2 of the Midvale City Code ("Amended BJ Zone").

NOW THEREFORE, in consideration of the above recitals, the Parties agree as follows:

Article 1 The Project

1.1 Legal Description of Property. The Property covered by this Development Agreement consists of approximately 15.239 acres of land located at the northwest corner of Bingham Junction Boulevard and Tuscany View Road. The Property is more fully described in **Exhibit A** attached hereto.

1.2 Project Description. The Talavera and Tuscany Villas Project covered by this Development Agreement consists of 328 residential rental units with private streets and an alleyway system, improved open space, and recreation amenities. These are more specifically described and shown on the Large Scale Master Plan in **Exhibit C** and **Exhibits D** through **H**.

1.3 Project Phasing. The Talavera and Tuscany Villas Project shall be developed in one phase. As building permits are issued, Developer acknowledges that certain roads, access drives, and other public improvements will need to be constructed to ensure such improvements function properly. Recreation amenities, landscaping, and parking shall be constructed in a timely manner to benefit the residents living in the Project.

1.3.1 Infrastructure and Utilities. Prior to building permits and Certificates of Occupancy being issued for each structure, the infrastructure and utility lines for the Talavera and Tuscany Villas Project shall be constructed to the satisfaction of Midvale City Engineer and Fire Marshal.

1.3.2 Recreation Amenities (Exhibit F).

1.3.2.1 The Talavera Small Scale Master Plan, attached hereto as **Exhibit D**, shows the recreation amenities within the project. The Talavera parcel includes a clubhouse/leasing office, recreation facility, cabana, swimming pool, spa, playground, and grass playing field as the primary recreation amenities. The recreation amenities for the Talavera and Tuscany Villas project

shall be constructed within the order as indicated in the Recreation Amenity Construction Plan, **Exhibit F**. The Developer shall cause to be constructed and completed the townhouse structures 20, 21, 22, and apartment complex A, including adjacent landscaping, walkways, street trees, and benches prior to receiving the Certificates of Occupancy for said structures. The clubhouse, recreation building, pool, spa, cabana, playground, roundabout including adjacent landscaping, walkways, street trees, and benches will be constructed and completed by Developer prior to obtaining the Certificates of Occupancy for apartment complexes E, D, C, B and townhouse structures 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 18, 19, 16, 17. The grass playing field shall be fully completed prior to Developer obtaining the Certificates of Occupancy for townhouse structures 1, 2, 3, 4, 5.

1.3.2.2 The Tuscany Villas Small Scale Master Plan, attached hereto as **Exhibit D**, shows the recreation amenities within the Tuscany Villas area. The Tuscany Villas parcel includes a spa and outdoor seating areas as the primary recreation amenities. The Developer shall cause to be constructed and completed the spa and outside seating areas including the landscaping, walkways, street trees, and benches prior to receiving any Certificates of Occupancy on the 76-unit Tuscany Villas Senior Housing Facility.

1.3.2.3 A Recreation Amenity Construction Plan is shown in **Exhibit F** to indicate the construction order for each amenity in relation to the construction of each residential structure.

1.3.2.4 If landscaping needs to be planted when seasonal conditions make planting unfeasible to meet the above requirements, Developer may provide the City with a cash bond guaranteeing the completion of the landscaping as weather permits.

1.3.3 Parking. Parking stalls shown on **Exhibits C and D** shall be functional and clearly designated as the residential structures are completed to the satisfaction of the Midvale City Planner. Developer shall show adequate parking, based on the Planning Commission's approved parking ratios, exists for each Certificate of Occupancy issues.

1.4 Project Approval. Pursuant to the Midvale City Zoning and Subdivision Ordinance, the Talavera and Tuscany Project as more particularly described in Section 1.2 above, has been approved under the Amended BJ Zone (Chapter 17-7-9) and the Junction at Midvale Zone provisions (Chapter 17-7-9.12.2). These approvals include a Large Scale Master Plan and two Small Scale Master Plans for the Project. The review and approval process included lawfully advertised public hearings before the City Planning Commission on December 8, 2010 and January 12, 2011. The City acknowledges and agrees that Developer has the vested right to develop and construct the Talavera and Tuscany Villas Project in accordance with the provisions of the Amended

BJ Zone, the Junction at Midvale Zone, the MDA, the Junction at Midvale Agreement, this Development Agreement, the Large Scale Master Plan, the two Small Scale Master Plans, and other applicable ordinances and regulations of the City.

Article 2

Infrastructure Improvements, Performance Bonds, and Guarantee of Amenities

2.1 Guarantee for Off and On Site Public Improvements. Developer agrees to complete all required off-site and on-site public improvements related to the Talavera and Tuscany Villas Project in accordance with approved Construction Plans for the Talavera and Tuscany Villas Project. Developer shall guarantee such improvements through a Performance Bond which provides the financial guarantee for the public improvements, including, but not limited to, water, sewer, curb and gutter, sidewalk and street improvements, surface drainage, street trees, fiber optic conduit, street lighting, and other public improvements. City and Developer agree that the foregoing public improvements shall be developed within the Talavera and Tuscany Villas Project in one phase. Developer agrees to bond for and construct the public improvements in such a manner as to ensure these public improvements are appropriately completed and include appropriate easements for purposes of City maintenance in the future. The Performance Bonds shall be in place prior to any construction on the site.

2.2 Guarantee of Construction of Amenities. Developer agrees to complete the required recreation amenity improvements related to the Talavera and Tuscany Villas Project in accordance with **Exhibit C, D, and F**. Developer shall guarantee such improvements for the Talavera and Tuscany Villas Project through an irrevocable commitment of funds that will be made available to the City. The City shall use these funds to complete the required recreation amenity improvements if Developer fails to complete this requirement. The fund amount shall include the estimated cost of the materials and work to complete the recreation amenities within the Project. The list of improvements to complete each recreation amenity area is included in **Exhibit F**. The fund for the recreation amenities on Lot 3A of The Junction at Midvale-West Residential Plat Lot 3 Amended Subdivision for Talavera shall be in place at the time the first Building Permit is issued within the Talavera Project. The fund for the recreation amenities on Lot 3B of The Junction at Midvale-West Residential Plat Lot 3 Amended Subdivision for Tuscany Villas shall be in place at the time the Building Permit is issued for the Tuscany Villas Project. Funds in the amount of Developer's invoiced costs for any amenity component shall be disbursed to Developer within five business days upon installation of such portion of the required amenities, provided that written approval by the City of the invoices shall be required before such disbursement, which approval shall not be withheld, conditioned, or delayed without substantial and material cause. All remaining funds shall be disbursed to Developer upon the completion of the required amenities. If Developer fails to complete the required recreation amenities, the remaining funds shall be disbursed to the City to cause completion of the requirements.

Article 3

Specific Conditions of Master Planned Development

3.1 Agreement to Comply with Specific Conditions of Approval. Developer agrees to the following conditions of approval:

3.1.1 Development Layout:

- 3.1.1.1 The Talavera and Tuscany Villas Project shall be constructed in accordance with the approved Large Scale and two Small Scale Master Plans, **Exhibit C and D**.
- 3.1.1.2 A minimum 15% of the Property shall be developed as active, improved common area to include such uses as mini parks, picnic areas, playgrounds, pavilions, etc. These improvements shall be shown on the Final Site Plans.
- 3.1.1.3 The 30-foot build-to-line requires a minimum 50% of the front elevation to be constructed within three feet of the build-to-line along Tuscany View Road and Howe Cove, the total frontage of parcels 3A and 3B along Tuscany View Road and Howe Cove shall be used in determining this percentage for the project.
- 3.1.1.4 Project perimeter and interior fencing is prohibited, with the exception of required fencing for the clubhouse swimming pools.
- 3.1.1.5 Project access roads on Howe Cove and Tuscany View Road shall align with existing access roads across the street or be offset by at least 150 feet.

3.1.2 Landscaping:

- 3.1.2.1 The Talavera and Tuscany Villas Project shall comply with the overall landscape plan with regard to planting areas and street trees as shown on **Exhibits C, D and E**. Street trees, including those in the public rights-of-way for Tuscany View Road, Howe Cove, and the private right of way for Talavera Drive must be planted at a tree density rate of at least one tree per forty feet of frontage and comply with minimum tree size requirements of the Zoning Ordinance. Street trees, in addition to those shown in these exhibits, may be necessary to comply with the requirement.
- 3.1.2.2 Building foundation landscaping shall be included around all units that are within public view. Public view includes all common areas within the Project.
- 3.1.2.3 Alleyways and parking areas adjacent to Tuscany View Road, Howe Cove, and Talavera Drive shall be screened by low perimeter landscaping to minimize the impact of vehicles and headlights onto these roads.
- 3.1.2.4 Detailed landscaping and irrigation plans for all common areas shall be submitted as part of the Final Site Plan approval process. These plans shall comply with Sections 17-7-9.5 C through 17-7-9.5 G, Section 17-7-9.12.2.5 H subsections 6 and 7 of the Zoning Ordinance, and the Institutional Controls for Bingham Junction.
- 3.1.2.5 Installing all landscaping and irrigation shall be Developer's responsibility and a condition precedent to receiving a Certificate

of Occupancy on adjacent residential structures unless seasonal conditions or site construction make installation unfeasible. In which case, Developer shall provide a cash bond or other reasonable security to the City until the landscaping can be installed.

3.1.3 Housing Product and Architecture:

- 3.1.3.1 The Talavera and Tuscany Villas Project shall include three different building model types and two different townhouse model types. At least three different characteristics, as noted in section 17-7-9.12.2.5.I of the Midvale City Zoning Ordinance, to differentiate the model types.
- 3.1.3.2 All exterior materials and colors used in the Project shall be chosen from the materials and range of colors included in **Exhibit H**. Tuscany Villas shall be constructed using the old world style stucco rather than traditional stucco as shown in **Exhibit H**. The use of stucco on structures within this project cannot exceed twenty-five percent of a front elevation, along Tuscany View Road, or fifty percent along any other elevation.
- 3.1.3.3 The front and rear facades of all residential structures shall be comprised of at least twenty-five percent of openings. The side facades shall be comprised of at least fifteen percent of openings.
- 3.1.3.4 Fire sprinkler systems shall be required in all residential structures. These plans shall be reviewed and approved by the Fire Marshal as part of the Building Permit process.
- 3.1.3.5 All buildings shall comply with the applicable Building Code² requirements adopted by the City on the day a complete application is filed for the Building Permit. Such applications shall be reviewed and approved by the City Building Official through the standard Building Permit process.

3.1.4 Amenities and Pedestrian Connections:

- 3.1.4.1 Recreation amenities for the Talavera and Tuscany Villas project, including the clubhouse/leasing office, cabana, recreation building, Spas, playground, grass play areas, swimming pool, and outside seating areas, shall be constructed as shown and described in **Exhibit C, D, and F**. Detailed plans for these recreation amenities shall be reviewed and approved as part of the Final Site Plan process. The timing of completion of these improvements is described in Article 1.3 and 2.2 herein.
- 3.1.4.2 Benches shall be included within all recreation amenity areas.
- 3.1.4.3 Pedestrian walkways shall be provided to ensure easy accessibility to the nearby light rail station. The project's internal pedestrian system shall provide several connections to public sidewalks along Tuscany View Road and Howe Cove, and to the pedestrian trail

² "Building Code" is Title 15 of the City of Midvale Municipal Code.

system within the Bingham Junction Open Space directly west, north, and east of the Property as shown in **Exhibit C and D**.

3.1.5 Junction at Midvale Thematic Elements:

3.1.5.1 Street lighting shall comply with the City's residential lighting standards and the Junction at Midvale Thematic Elements. Street lights shall be located in accordance with the City's street lighting standards and reviewed and approved as part of the Final Site Plan process. Developer is responsible for the installation, maintenance, and power of street lights interior to the Project and along Tuscany View Road, Howe Cove.

3.1.5.2 Benches, trash receptacles, way finding signs, and project identification signs in the common areas shall comply with the Junction at Midvale Thematic Elements and the Bingham Junction Zone standards.

3.1.5.3 All crosswalks shall be constructed of a stamped, colored concrete or asphalt material to differentiate between pedestrian and vehicular areas and shall comply with the Junction at Midvale Thematic Elements. Crosswalks are required across all streets where the pavement interrupts the pedestrian walkway.

3.1.7 Final Site Plan Approval:

3.1.7.1 Developer shall obtain Final Site Plan approvals for the project that are consistent with the Small Scale Master Plans and comply with the provisions of this Development Agreement, the Zoning Ordinance, and all requirements of the City Engineer, Fire Marshal, and Building Official. The final site plan approval shall include the development layout and review of complete plans for landscaping, irrigation, grading, infrastructure, trails, sidewalks, street lighting, building elevations, mailbox locations and any other details of the project required for review and approval. The Final Site Plan process is outlined in Section 17-7-3 E of the Zoning Ordinance.

3.1.7.1 Performance bonds for public improvements required for the final site plan area shall be in place prior to commencing any construction activity.

3.1.9 Compliance with Institutional Controls. Project construction shall comply with all applicable requirements for the Institutional Controls included in Chapter 8.10 of the Midvale Municipal Code.

**Article 4
General Terms and Conditions**

4.1 Construction of Agreement: This Development Agreement shall be constructed and interpreted to ensure all Parties strictly comply with the requirements and conditions of the Large Scale Master Plan, two Small Scale Master Plans, and applicable Zoning Ordinance.

4.2 Laws of General Applicability. Where this Development Agreement refers to laws of general applicability to the Talavera and Tuscany Project, that language shall be deemed to refer to laws which apply to all other subdivided properties within Midvale City.

4.3 Agreements to Run with the Land. This Development Agreement shall be recorded against the Valley Green Holdings Property. The agreements contained herein shall be deemed to run with the land and shall be binding on and shall inure to the benefit of all successors and assigns as described in 4.4 below.

4.4 Binding Effect. This Development Agreement shall be binding on any and all successors and assigns of the Parties in the ownership or development of any portion of the Talavera and Tuscany Villas Project or Property.

4.5 Assignment and Transfer of Talavera and Tuscany Villas Project. Any transfer or assignment of this Development Agreement shall comply with the provisions of Section 11.2 of the MDA.

4.6 Duration. The term of this Development Agreement shall commence on the date the Development Agreement is executed by all parties. The term of this Development Agreement shall extend for the period of time Property Owner, its successors or assigns, and Developer, its successors or assigns, own any portion of the Valley Green Holdings Property, but in no event longer than the term of the MDA as set forth in Section 12.1 thereof.

4.7 Notices. Any notice, confirmation or other communication hereunder shall be given in writing by mail or facsimile at the following addresses or numbers:

Midvale City:

Midvale City Manager
655 W. Center St.
Midvale, UT 84047
FAX: (801) 567-0518

Midvale City Community & Economic Development Director
655 W. Center St.
Midvale, UT 84047
FAX: (801) 567-0518

Midvale City Attorney
655 W. Center St.
Midvale, UT 84047
FAX: (801) 567-0518

Property Owner and Developer:

Valley Green Holdings, LLC
Attention: Jeffrey S. Nielson
595 South Riverwoods Parkway, Suite 400
Logan, UT 84321
FAX: (435) 755-2045

Any Party hereto may change its address by notice given to the other Parties in the manner required for other notices above.

4.8 Savings Clause. If any provision of this Development Agreement, or the application of such provision to any person or circumstance, shall be held invalid, the remaining provisions of the Development Agreement, or the application of such provision to the persons or circumstances other than those to which it is held invalid, shall not be affected thereby or considered invalid.

4.9 Continuation of Terms of MDA and Talavera and Tuscany Villas Development Agreement. All of the other provisions of the MDA and the Junction at Midvale Agreement which apply to the Valley Green Holdings Property, except as specifically modified herein, shall remain in full force and effect.

(Signatures begin on following page)

IN WITNESS WHEREOF, this Development Agreement has been executed by Midvale City Corporation, acting by and through the Midvale City Council and by a duly authorized representative of Valley Green Holdings, LLC as of the above stated date.

CITY:

MIDVALE CITY CORPORATION

By: *JoAnn B. Seghini*
JoAnn B. Seghini, Mayor

ATTEST:

Rori L. Andreason
Rori L. Andreason, MMC
City Recorder



PROPERTY OWNER/DEVELOPER: Valley Green Holdings, LLC

By: *JNO*
Jeffrey S. Nielson, Vice President

Subscribed and sworn to me this 1st day of March, 2011



Mark E. Chillson
(Notary)
Residing in Salt Lake County, Utah
My Commission expires: 9/9/14

INDEX OF EXHIBITS

<u>EXHIBIT</u>	<u>DESCRIPTION</u>
A	Legal Description of Property
B	Planning Commission Conditions
C	Large Scale Master Plan
D	Small Scale Master Plans
E	Landscape Areas
F	Recreation Amenities Plans
G	Building Models
H	Exterior Building Materials and Colors

Talavera and Tuscany Villas
Development Agreement

EXHIBIT A

Legal Description

TUSCANY VILLAS PARCEL DESCRIPTION

Lot 3B of The Junction at Midvale-West, as shown on The Junction at Midvale-West Residential Plat Lot 3 Amended, amending Lot 3, The Junction at Midvale-West Residential Plat recorded on October 10th, 2010 as Recorded Number 11062455 in Book 2010P of Plats and Page 171 of the official records of the Salt Lake County Recorder.

Lot 3B contains 114,492 square feet or 2.628 acres

* * * * *

TALAVERA PARCEL DESCRIPTION

Lot 3A of The Junction at Midvale-West, as shown on The Junction at Midvale-West Residential Plat Lot 3 Amended, amending Lot 3, The Junction at Midvale-West Residential Plat recorded on October 10th, 2010 as Recorded Number 11062455 in Book 2010 of Plats and Page 171 of the official records of the Salt Lake County Recorder.

Lot 3A contains 549,349 square feet or 12.611 acres

Talavera and Tuscany Villas
Development Agreement

THE JUNCTION AT MIDVALE-WEST RESIDENTIAL PLAT LOT 3 AMENDED
AMENDING LOT 3, THE JUNCTION AT MIDVALE-WEST RESIDENTIAL PLAT
LOCATED IN THE SOUTHEAST QUARTER OF SECTION 26
TOWNSHIP 3 SOUTH, RANGE 14 EAST
MIDVALE CITY, SALT LAKE COUNTY, UTAH

VICINITY MAP
SCALE 1:12,500

COURT FILE	
CLASS	NO.
11	10363
12	10363
13	10363
14	10363
15	10363
16	10363
17	10363
18	10363
19	10363
20	10363

THE JUNCTION AT MIDVALE-WEST RESIDENTIAL PLAT LOT 3 AMENDED
AMENDING LOT 3, THE JUNCTION AT MIDVALE-WEST RESIDENTIAL PLAT
LOCATED IN THE SOUTHEAST QUARTER OF SECTION 26
TOWNSHIP 3 SOUTH, RANGE 14 EAST
MIDVALE CITY, SALT LAKE COUNTY, UTAH

PROPOSED STREET LAYOUT
BINGHAM JUNCTION BLVD. (DEDICATED PUBLIC STREET)
TUSCARRY VIEW ROAD (PUBLIC ROAD)

PROPERTY OWNER INFORMATION

OWNER: WASATCH ADVANTAGE GROUP, LLC
ADDRESS: 595 SOUTH RIVERWOODS DRIVE, SUITE 400, MIDVALE, UT 84047
PHONE: (801) 961-1072

PROPERTY ADDRESS
LOT 3A
PARCELS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20

LEGEND

- EXISTING STREET PARALINE
- PROPOSED STREET PARALINE
- SECTION CORNER
- 6" S.E.W. BEAR WITH YELLOW PLAIN
- 1" D.B.M. WITH STAINLESS STEEL
- 2" D.B.M. WITH STAINLESS STEEL
- 3" D.B.M. WITH STAINLESS STEEL
- 4" D.B.M. WITH STAINLESS STEEL
- 5" D.B.M. WITH STAINLESS STEEL
- 6" D.B.M. WITH STAINLESS STEEL
- 7" D.B.M. WITH STAINLESS STEEL
- 8" D.B.M. WITH STAINLESS STEEL
- 9" D.B.M. WITH STAINLESS STEEL
- 10" D.B.M. WITH STAINLESS STEEL
- 11" D.B.M. WITH STAINLESS STEEL
- 12" D.B.M. WITH STAINLESS STEEL
- 13" D.B.M. WITH STAINLESS STEEL
- 14" D.B.M. WITH STAINLESS STEEL
- 15" D.B.M. WITH STAINLESS STEEL
- 16" D.B.M. WITH STAINLESS STEEL
- 17" D.B.M. WITH STAINLESS STEEL
- 18" D.B.M. WITH STAINLESS STEEL
- 19" D.B.M. WITH STAINLESS STEEL
- 20" D.B.M. WITH STAINLESS STEEL

BOUNDARY DESCRIPTION

ALL L & P. The junction at Midvale-West Residential Plat, Lot 3, is located in the Southeast Quarter of Section 26, Township 3 South, Range 14 East, Salt Lake County, Utah. It is bounded on the north by Bingham Junction Blvd. (dedicated public street), on the east by Tuscarry View Road (public road), on the south by the boundary of the Midvale-West Residential Plat, Lot 3, and on the west by the boundary of the Midvale-West Residential Plat, Lot 3. The area is approximately 1.0 acre and contains 20 lots.

LANDOWNER'S CONSENT

I, the undersigned, being the owner of the above described property, hereby consent to the above described plat and the streets shown thereon, and to the recording of the same for the purpose of amending the plat of the above described property as shown on the attached plat.

LANDOWNER'S ACKNOWLEDGMENT

I, the undersigned, being the owner of the above described property, hereby acknowledge the recording of the above described plat and the streets shown thereon, and to the recording of the same for the purpose of amending the plat of the above described property as shown on the attached plat.

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

I, the undersigned, being the owner of the above described property, hereby acknowledge the recording of the above described plat and the streets shown thereon, and to the recording of the same for the purpose of amending the plat of the above described property as shown on the attached plat.

REQUEST APPROVAL

APPROVED BY THE BOARD OF PLANNING AND ZONING: _____

CITY ATTORNEY'S APPROVAL

APPROVED BY THE CITY ATTORNEY: _____

CITY COUNCIL APPROVAL

APPROVED BY THE CITY COUNCIL: _____

APPROVED BY THE BOARD OF PLANNING AND ZONING

APPROVED BY THE BOARD OF PLANNING AND ZONING: _____

APPROVED BY THE BOARD OF PLANNING AND ZONING

APPROVED BY THE BOARD OF PLANNING AND ZONING: _____

APPROVED BY THE CITY ATTORNEY

APPROVED BY THE CITY ATTORNEY: _____

APPROVED BY THE CITY COUNCIL

APPROVED BY THE CITY COUNCIL: _____

APPROVED BY THE BOARD OF PLANNING AND ZONING

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APPROVED BY THE CITY ATTORNEY

APPROVED BY THE CITY ATTORNEY: _____

APPROVED BY THE CITY COUNCIL

APPROVED BY THE CITY COUNCIL: _____

APPROVED BY THE BOARD OF PLANNING AND ZONING

APPROVED BY THE BOARD OF PLANNING AND ZONING: _____

APPROVED BY THE CITY ATTORNEY

APPROVED BY THE CITY ATTORNEY: _____

APPROVED BY THE CITY COUNCIL

APPROVED BY THE CITY COUNCIL: _____

3132

BK 9932 PG 7476

EXHIBIT B

Talavera and Tuscany Villas
Development Agreement



Department of Community and Economic Development
655 West Center Street, Midvale City, Utah 84047
Phone: 801.567.7231 * Fax: 801.567.0518

MIDVALE CITY

December 10, 2010

Wasatch Advantage Group
Nate Bullen
175 East 400 South Ste. 160
Salt Lake City, UT 84111

Sidwell #:21-26-401-006, 21-26-401-007

RE: Midvale City Planning Commission approval for Large Small Scale Master Plan

Dear Mr. Bullen,

This letter is to confirm action taken by the Midvale City Planning Commission at its meeting held on December 8, 2010 with regard to your request for a Large Scale Master Plan development that includes 328 rental residential units. Based on the proposed Large Scale Master Plan complying with the intent and general development standards for the Bingham Junction Zone and The Junction at Midvale Overlay, and providing a solid foundation for more detailed development plans to be submitted under the Small Scale Master Plan provision in the future, it was the decision of the Planning Commission to approve the Large Scale Master Plan for the Tuscany Villas/San Malo project to be located on parcels 21-26-401-006, and 21-26-401-007 with the following conditions:

1. All development within the Large Scale Master Plan shall comply with the Medium and High Density Residential Development Standards in Section 17-7-9.12.5 of the Zoning Ordinance; this includes, but is not limited to, the 15% active improved common area and exterior building materials, and architectural requirements.
2. All development within the Large Scale Master Plan shall comply with Sections 17-7-9.5 Common Development Standards and 17-7-9.6 parking requirements of the Zoning Ordinance.
3. All development within the Large Scale Master Plan shall comply with the approved Junction at Midvale Thematic Design Elements.
4. Appropriate landscaping to screen the parking areas along Tuscany View road and Bingham Junction BLVD shall be required.
5. The project construction shall comply with all applicable requirements in Chapter 8.10 Institutional Controls of the Midvale Municipal Code.
6. The applicant shall work with the City in drafting a Development Agreement for this project. This agreement will need to be done in conjunction with the Small Scale Master Plan.
7. An approved right-of-way or easement for the shared access between lots 3A and 3B must be approved by the City Attorney to ensure appropriate access in perpetuity for both parcels prior to recordation of the document.

Please contact me with any questions that you may have at (801) 567-7231 or lmascaro@midvale.com.

Warm regards,

Leslie M Mascaro
Associate Planner



Department of Community and Economic Development
655 West Center Street, Midvale City, Utah 84047
Phone: 801.567.7231 * Fax: 801.567.0518

MIDVALE CITY

January 18, 2011

Wasatch Advantage Group
Nate Bullen
175 East 400 South Ste. 160
Salt Lake City, UT 84111

Sidwell #:21-26-401-007

RE: Midvale City Planning Commission approval for Tuscany Villas Small Scale Master Plan

Dear Mr. Bullen,

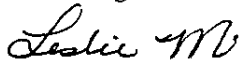
This letter is to confirm action taken by the Midvale City Planning Commission at its meeting held on January 12, 2011 with regard to your request for a Small Scale Master Plan development that includes 76 rental residential units. Based on the proposed Small Scale Master Plan complying with the intent and development standards for the Bingham Junction Zone and The Junction at Midvale Overlay, it was the decision of the Planning Commission to approve the Small Scale Master Plan for the Tuscany Villas project to be located on parcel 21-26-401-007 with the following conditions:

1. The north side of the building shall include at least 25% of the façade to be made up of doors and windows.
2. The trash enclosure shall be constructed of similar materials and colors as the building and include a screening gate. A detail of mailboxes including location, color, and materials shall be provided on the final site plan. A detail of this enclosure shall be included on the final site plan.
3. All mechanical equipment is encouraged to be located inside the building. Any equipment, meters, etc. required to be on the outside of the building shall be painted to match the building and/or screened with additional landscaping.
4. Additional evergreen shrubs will need to be located at the corner of Blenheim road and Tuscany View road to ensure suitable concealment of the parking lot.
5. The site distance triangle shall have no obstructions in excess of two feet in height above street grade. All street trees and shrubs that exceed two feet in height must be moved from this area.
6. There are landscaped islands at the end of each row within the parking lot. The landscaping plan will need to indicate where it contains at least ten percent interior landscaping for the parking area.
7. An exterior lighting plan, to include light locations, fixture details, and photometric information as required in Section 17-7-9.5.F of the Zoning Ordinance and the Bingham Junction Thematic Elements shall be prepared and included in the final site plan submittal.
8. An irrigation plan complying with the Institutional Controls shall be prepared and included in the final site plan submittal.
9. All requirements of the Building Official, Fire Marshal and the City Engineer shall be satisfied.
10. The final site plan shall be prepared in accordance with Section 17-3-3 of the Zoning Ordinance and shall be reviewed and approved by the City Engineer, Fire Marshal and City Planner.

11. All signs shall be reviewed under the applicable sign requirements and approved through the sign permit process.
12. The applicant shall work with the City in drafting a Development Agreement for this project. This agreement will need to be done in conjunction with the Small Scale Master Plan.
13. An approved right-of-way or easement for the shared access between lots 3A and 3B must be approved by the City Attorney to ensure appropriate access in perpetuity for both parcels prior to recordation of the document.
14. Based on the Planning Commission's ability to approve deviations to the requirement that each structure have a base material with a minimum height of one third the overall height of the structure when the base terminates that visual break in the architecture. I move that we approve the deviations to the base materials heights as shown on the proposed building elevations."

Please contact me with any questions that you may have at (801) 567-7231 or lmascaro@midvale.com.

Warm regards,



Leslie M Mascaro
Associate Planner



Department of Community and Economic Development
655 West Center Street, Midvale City, Utah 84047
Phone: 801.567.7231 * Fax: 801.567.0518

MIDVALE CITY

January 18, 2011

Wasatch Advantage Group
Nate Bullen
175 East 400 South Ste. 160
Salt Lake City, UT 84111

Sidwell #:21-26-401-006

RE: Midvale City Planning Commission approval for San Malo Small Scale Master Plan

Dear Mr. Bullen,

This letter is to confirm action taken by the Midvale City Planning Commission at its meeting held on January 12, 2011 with regard to your request for a Small Scale Master Plan development that includes 252 rental residential units. Based on the proposed Small Scale Master Plan complying with the intent and development standards for the Bingham Junction Zone and The Junction at Midvale Overlay, it was the decision of the Planning Commission to approve the Small Scale Master Plan for the San Malo project to be located on parcel 21-26-401-006 with the following conditions:

1. The front and rear facades of the apartment buildings and townhouses shall have at minimum 25% be windows and doors and a minimum of 15% of the side facades to be windows and doors.
2. The two different townhouse unit models shall include at least one additional feature that isn't a color or material but may include a modification to the roof shape, garage placement, window size/pattern/portion, and etc.
3. All mechanical equipment is encouraged to be located inside the building. Any equipment, meters, etc. required to be on the outside of the building shall be painted to match the building and/or screened with additional landscaping.
4. The trash enclosure shall be constructed of similar materials and colors as the building and include a screening gate. A detail of mailbox including location, color, and materials shall be provided. A detail of this information shall be included on the final site plan.
5. The elevation drawings do not indicate the associated colors found on the color palette and will be required to do so for final site plan.
6. Eight street trees will need to be indicated on the site plan along private road Blenheim Drive to ensure there are sufficient street trees at the rate of one per forty feet.
7. No landscape obstruction is allowed in excess of two feet in height above street grade within the sight distance triangle. All street trees and shrubs larger than two feet will need to be moved out of these locations.
8. The parking lot area includes landscaped islands at the end of each row and the rate of 1 per 15 parking stalls and at least five feet in width of perimeter landscaping. The landscaping plan will need to indicate where it contains at least ten percent interior landscaping.
9. An exterior lighting plan, to include light locations, fixture details, and photometric information as required in Section 17-7-9.5.F of the zoning Ordinance and the Bingham Junction Thematic Elements shall be prepared and included in the final site plan submittal.

10. An irrigation plan complying with Section 17-7-9.5.C of the Zoning Ordinance shall be prepared and included in the final site plan submittal.
11. All requirements of the Building Official, Fire Marshal and the City Engineer shall be satisfied.
12. The final site plan shall be prepared in accordance with Section 17-3-3 of the Zoning Ordinance and shall be reviewed and approved by the City Engineer, Fire Marshal and City Planner.
13. All signs shall be reviewed under the applicable sign requirements and approved through the sign permit process.
14. The applicant shall work with the City in drafting a Development Agreement for this project. This agreement will need to be done in conjunction with the Small Scale Master Plan.
15. An approved right-of-way or easement for the shared access between lots 3A and 3B must be approved by the City Attorney to ensure appropriate access in perpetuity for both parcels prior to recordation of the document.
16. All development within the Large Scale Master Plan shall comply with the approved Junction at Midvale Thematic Design Elements.
17. Exceptions for the one third height of base materials (townhomes) is granted where it is architecturally and aesthetically necessary on side elevations and garage entrances; on the stacked flats the one third height base materials may vary for architectural design purposes provided that the total area in each elevation equals one third height base materials.

Please contact me with any questions that you may have at (801) 567-7231 or lmascaro@midvale.com.

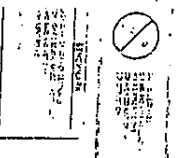
Warm regards,



Leslie M Mascaro
Associate Planner

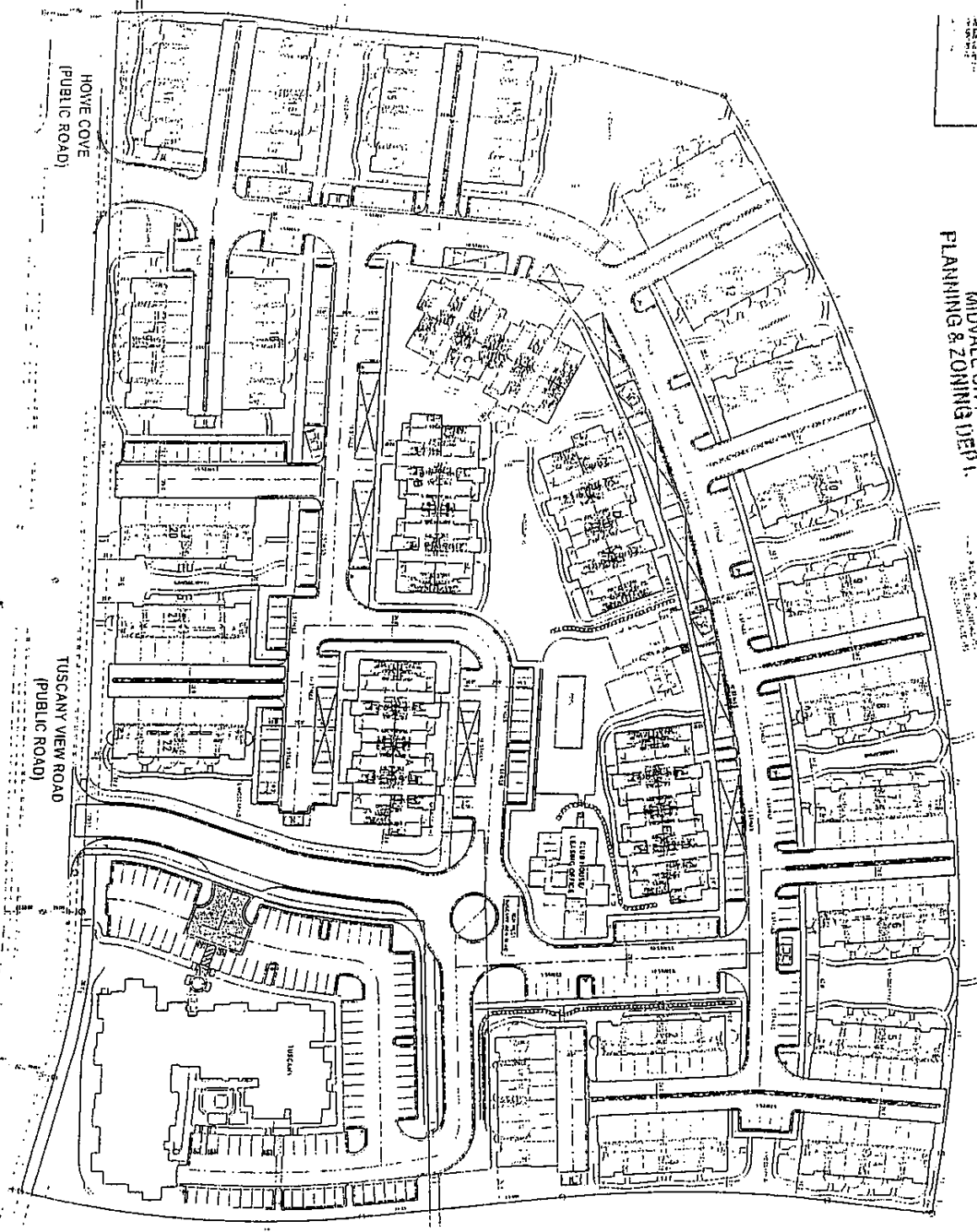
EXHIBIT C

Talavera and Tuscany Villas
Development Agreement



Large Scale N/PPD for
San Malo # Tuscany
APPROVED

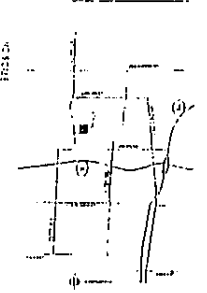
DEC 08 2010
Jm
MIDVALE CITY
PLANNING & ZONING DEPT.



PROJECT - SAN MALO AT MIDTOWN
DATE - 12/08/10
DRAWN BY - JIMMY MORGAN



Table with multiple columns and rows of text, likely a legend or schedule of materials.



VICINITY MAP

Header section containing the project name "SAN MALO APARTMENTS AT MIDTOWN", location "MIDVALE, UTAH", and the ENSIGN logo.

C10

EXHIBIT D

Talavera and Tuscany Villas
Development Agreement

Small Scale MPD
APPROVED

JAN 12 2011

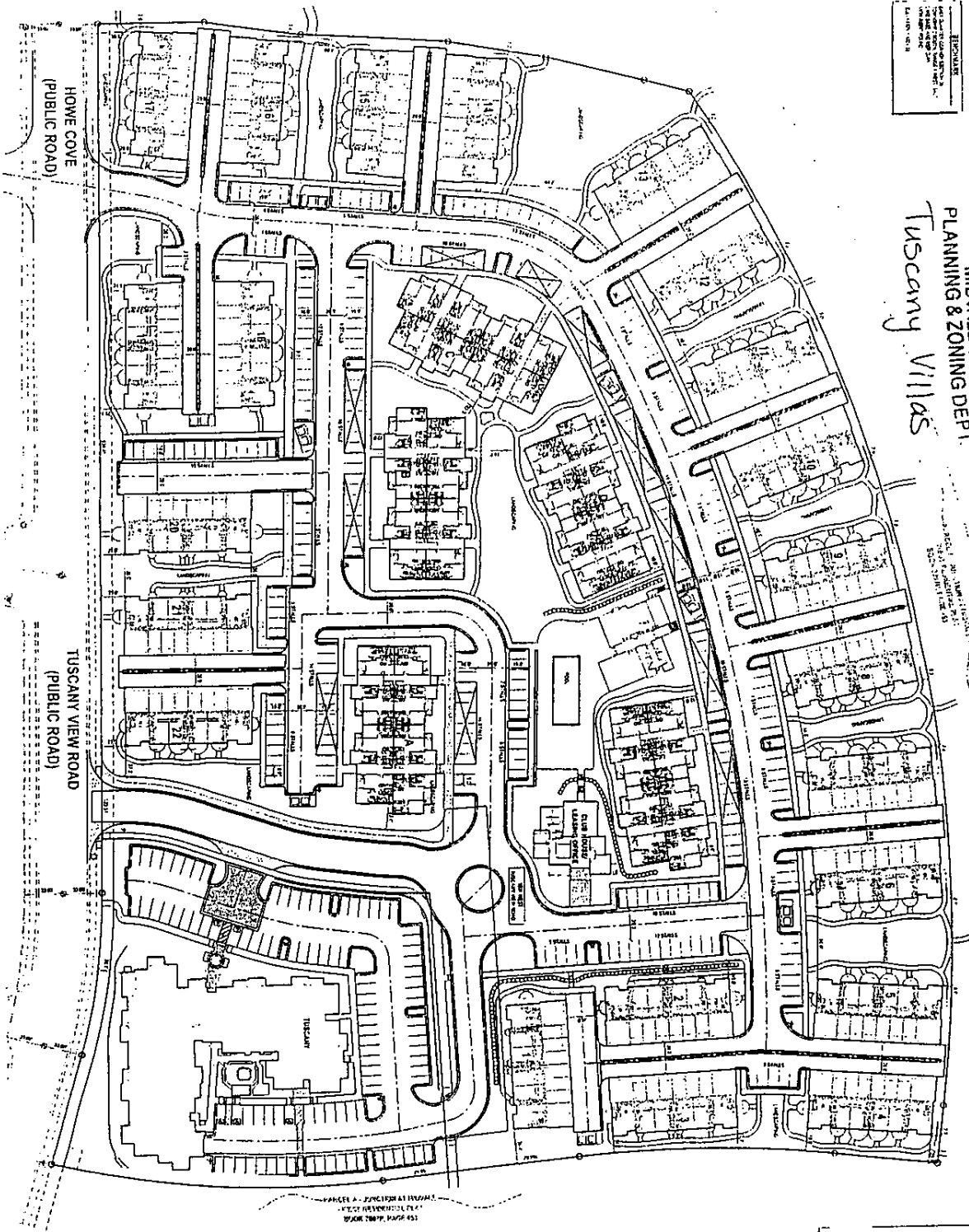
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MIDVALE CITY
 PLANNING & ZONING DEPT.

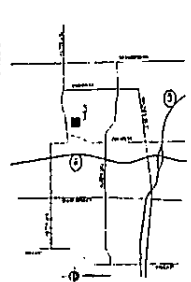
Tuscany Villas



BOUNDARY
 The boundary of the project is shown by a solid line. The boundary of the project is shown by a solid line. The boundary of the project is shown by a solid line.



VICINITY MAP



1/2" SCALE

EXIST DATA

EXISTING LOT LINES
 EXISTING BUILDING FOOTPRINTS
 EXISTING DRIVEWAYS
 EXISTING UTILITIES

PROPOSED LOT LINES
 PROPOSED BUILDING FOOTPRINTS
 PROPOSED DRIVEWAYS
 PROPOSED UTILITIES

PROPOSED LANDSCAPING
 PROPOSED PAVING
 PROPOSED SIGNAGE

PROPOSED FENCE
 PROPOSED LIGHTING
 PROPOSED SECURITY

PROPOSED ACCESS
 PROPOSED EGRESS
 PROPOSED PARKING

PROPOSED TRAILER
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 PROPOSED MAINTENANCE

PROPOSED SERVICE
 PROPOSED DELIVERY
 PROPOSED PICKUP

PROPOSED VISITOR
 PROPOSED GUEST
 PROPOSED RESIDENT

PROPOSED EMPLOYEE
 PROPOSED CONTRACTOR
 PROPOSED VENDOR

PROPOSED SERVICE
 PROPOSED DELIVERY
 PROPOSED PICKUP

PROPOSED VISITOR
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 PROPOSED VENDOR

PROPOSED SERVICE
 PROPOSED DELIVERY
 PROPOSED PICKUP

PROPOSED VISITOR
 PROPOSED GUEST
 PROPOSED RESIDENT



4417 LAKE CITY
 812 FAYETTE BLVD
 MIDVALE, UT 84047
 PHONE: 801.223.1100
 FAX: 801.223.1100
 WWW.ENSIGN.COM

**SAN MALO APARTMENTS
 AT MIDTOWN**
 MIDVALE, UTAH



OVERALL SITE PLAN

C 1.0

EXHIBIT E

Talavera and Tuscany Villas
Development Agreement

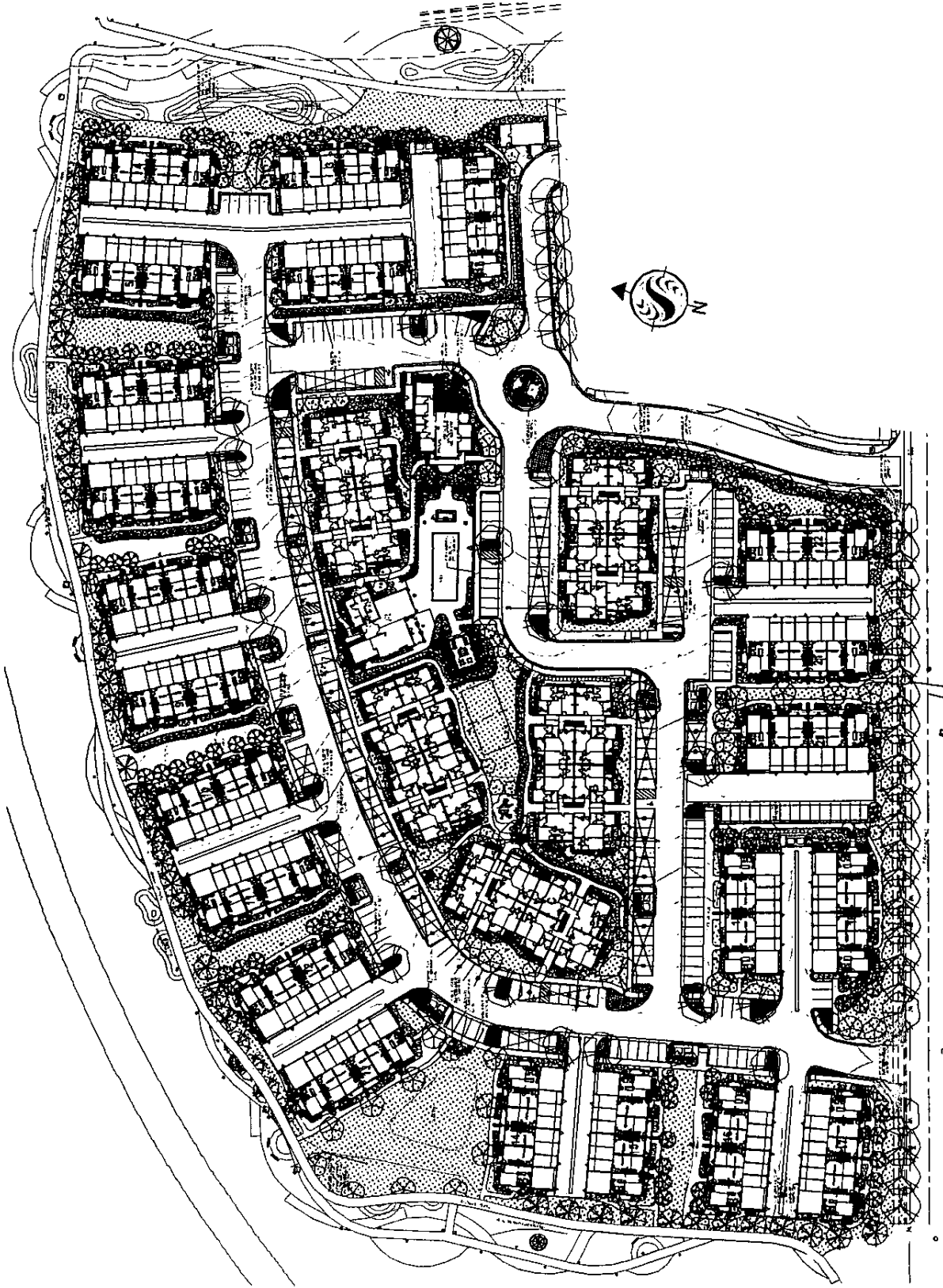


345 West 22nd Street, Suite 200
 San Diego, CA 92101
 Tel: (619) 594-1100
 Fax: (619) 594-1101
 www.sandiego.com

S&S

THIS PLAN IS THE PROPERTY OF S&S AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF S&S.

SEE SHEET L-100 FOR NOTES AND
 PLANT SCHEDULE. SEE SHEET
 L-201 FOR LANDSCAPE DETAILS.



PRELIMINARY - NOT
 FOR CONSTRUCTION

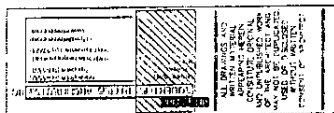
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CHUCK F. HILL
 LANDSCAPE ARCHITECT
 175 FIRST AVE. SUITE 100
 SAN DIEGO, CA 92101
 (619) 594-1100
 (619) 594-1101

OVERALL
 LANDSCAPE
 PLAN

PROJECT: [REDACTED]
 DATE: [REDACTED]
 SCALE: [REDACTED]
 SHEET: L-105

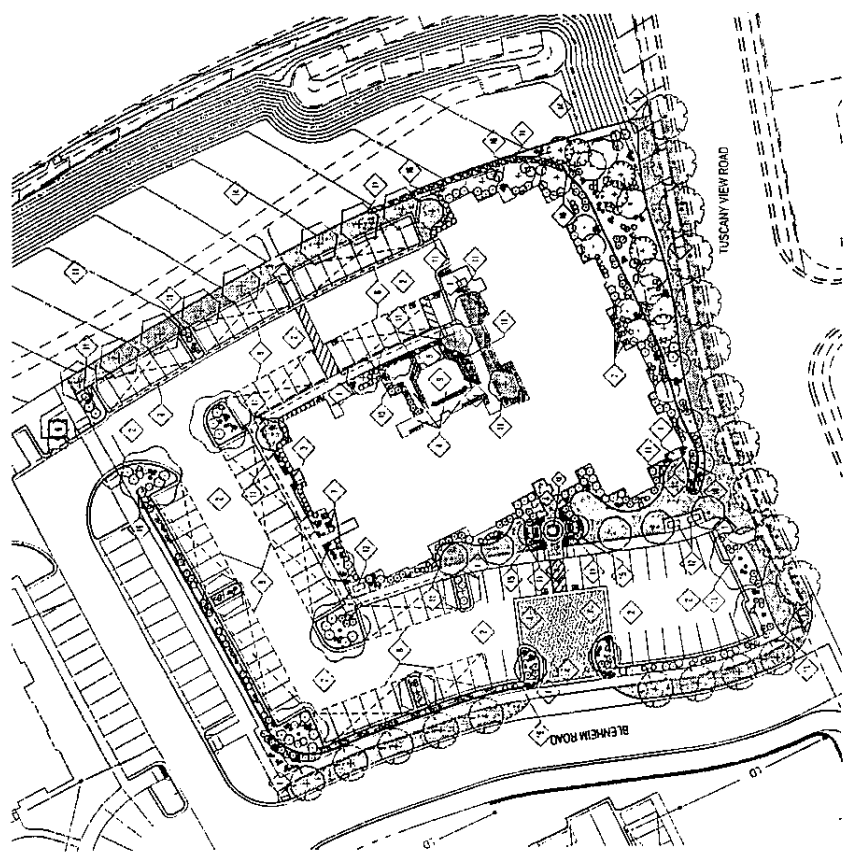


Tuscany Villas Senior Apartments
 Wasatch Advantage Group, LLC
 175 East 400 South, Suite 160, Salt Lake City, UT 84111

Midvale
 PROJECT PLAN
 DATE: 11/13/2010
 PROJECT NUMBER: 112010
 SCALE: 1/8" = 1'-0"
 L2.01

PLANT SCHEDULE

INDEX	QTY	SYM	COMMON NAME	BOTANICAL NAME	SIZE	DETAILS
	9	AMUR	AMUR MAPLE	ACER CYNICALA	1-1/2" CAL	11.5 01
	6	HOOPS	HOOPS BLUE SPRUCE	PICEA TWIGENS GLAUCA	6" HEIGHT	21.5 01
	6	MANCH	MANCHIA ASH	FRAXINUS MANCHURIENSIS	2" CAL	11.5 01
	11	HORWAY	HORWAY MAPLE	ACER FLATRIDGES	2" CAL	11.5 01
	9	PRAIRIE	PRAIRIE CRAB APPLE	MALUS X PRAIRIFIRE	2" CAL	11.5 01
	11	REDSPE	REDSPE GALLERY PEAR	PIRUS CALLERYANA	1-1/2" CAL	11.5 01
	9	SAKAKA	SAKAKA ZELKOVA	ZELKOVA SERICATA	2" CAL	11.5 01
	9	SPYROCK	SPYROCK JUNIPER	JUNIPERUS SCOPULORUM	15 GAL	21.5 01
	9	SPRING	SPRING SHOW GRAB APPLE	MALUS X SPRING SHOW	1-1/2" CAL	11.5 01
	7	TATARIAN	TATARIAN MAPLE	ACER TATARICUM	1-1/2" CAL	11.5 01
	19	ALPINE	ALPINE CURRANT	BOTANICAL NAME	CONT	DEJUN
	44	BAYLEY	BAYLEY'S COMPACT AMERICAN CHAMBERLY BUSH	VIBURNUM TRILOBUM	5 GAL	48.5 01
	31	BROOKHO	BROOKHO JUNPER	JUNPERUS SABINA	5 GAL	48.5 01
	105	FOERSTER	FOERSTER 8 FEATHER GRASS	CALAMAGROSTIS ARUNDINACEA	1 GAL	45.5 01
	35	GLOBE	GLOBE WINTER OSM BOWWOOD	BURUS MICROPHYLLA	5 GAL	48.5 01
	22	GOLDFINGER	GOLDFINGER POTENTILLA	POTENTILLA FRUITCOSA	5 GAL	48.5 01
	6	GRICLOW	GRICLOW FRAGRANT SUMAC	RHUS AROMATICA	5 GAL	48.5 01
	111	NELSEY	NELSEY DOGWOOD	CORNUS SERICEA	5 GAL	48.5 01
	87	KIVOOK	KIVOOK OUT ROSE	ROSA SHIRAZ	5 GAL	48.5 01
	58	LANCO	LANCO RHIE	RHUS WOOD	5 GAL	48.5 01
	20	SHIRUBBY	SHIRUBBY CHOQUEFOL	POTENTILLA FRUITCOSA	5 GAL	48.5 01
	48	SPREADING	SPREADING ENGLISH YEW	TAXUS BACCATA	5 GAL	48.5 01
	131	STELLA	STELLA DE ORO DAVILY	HEMIPICALIS X	1 GAL	48.5 01



PLANTING PLAN
 SCALE: 1" = 8'

PLANTING REFERENCE NOTES

- 1. COURTESY PLANTING
- 2. APPLICABLE PLANTING
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MIDVALE CITY DATA	
DATE:	11/13/2010
PROJECT NUMBER:	112010
PROJECT NAME:	TUSCANY VILAS SENIOR APARTMENTS
PROJECT ADDRESS:	175 EAST 400 SOUTH, SUITE 160, SALT LAKE CITY, UT 84111
PROJECT CONTACT:	WASATCH ADVANTAGE GROUP, LLC
PROJECT CONTACT ADDRESS:	175 EAST 400 SOUTH, SUITE 160, SALT LAKE CITY, UT 84111
PROJECT CONTACT PHONE:	801-468-1111
PROJECT CONTACT FAX:	801-468-1112
PROJECT CONTACT EMAIL:	SALES@WASATCHADVANTAGE.COM
PROJECT CONTACT WEBSITE:	WWW.WASATCHADVANTAGE.COM
PROJECT CONTACT URL:	WWW.WASATCHADVANTAGE.COM
PROJECT CONTACT ADDRESS:	175 EAST 400 SOUTH, SUITE 160, SALT LAKE CITY, UT 84111
PROJECT CONTACT PHONE:	801-468-1111
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PROJECT CONTACT URL:	WWW.WASATCHADVANTAGE.COM



McNEIL GROUP
 Designing for the Future Since 1987
 175 East 400 South, Suite 160, Salt Lake City, UT 84111
 801-468-1111
 www.mcneilgroup.com



GREEN COMMUNITY CRITERIA

LANDSCAPE BOULDBERS - 50% 2' x 4' 30% 4' x 5' 20% 2' x 2' 20% 2' x 2' DIAMETER - 1" BARK MULCH 4" IN DEPTH OVER DEWITT PROWEED BARRIER OR APPROVED EDGAL - SEE DETAIL SLS 01 - INSTALL UNDER WEDGE BARRIERS 12 INCHES OF IMPORTED TOP SOIL IN ALL SHRUB BEDS
 500 FOUND TO THRIVE IN THE REGION - SEE DETAIL SLS 01 - INSTALL 6 INCHES OF IMPORTED TOP SOIL UNDER EDGAL IN ALL VEGETATION AREAS

THE TREE AND PLANT LIST SHOWN ABOVE IS 100% APPROPRIATE SPECIES FOR THE SITE AND AREA OF THE PLANT MATERIAL IS WATERWISE OR DROUGHT TOLERANT PLANTS.

DATE: 11/13/2010

PROJECT NUMBER: 112010

PROJECT NAME: TUSCANY VILAS SENIOR APARTMENTS

PROJECT ADDRESS: 175 EAST 400 SOUTH, SUITE 160, SALT LAKE CITY, UT 84111

PROJECT CONTACT: WASATCH ADVANTAGE GROUP, LLC

PROJECT CONTACT ADDRESS: 175 EAST 400 SOUTH, SUITE 160, SALT LAKE CITY, UT 84111

PROJECT CONTACT PHONE: 801-468-1111

PROJECT CONTACT FAX: 801-468-1112

PROJECT CONTACT EMAIL: SALES@WASATCHADVANTAGE.COM

PROJECT CONTACT WEBSITE: WWW.WASATCHADVANTAGE.COM

PROJECT CONTACT URL: WWW.WASATCHADVANTAGE.COM

PROJECT CONTACT ADDRESS: 175 EAST 400 SOUTH, SUITE 160, SALT LAKE CITY, UT 84111

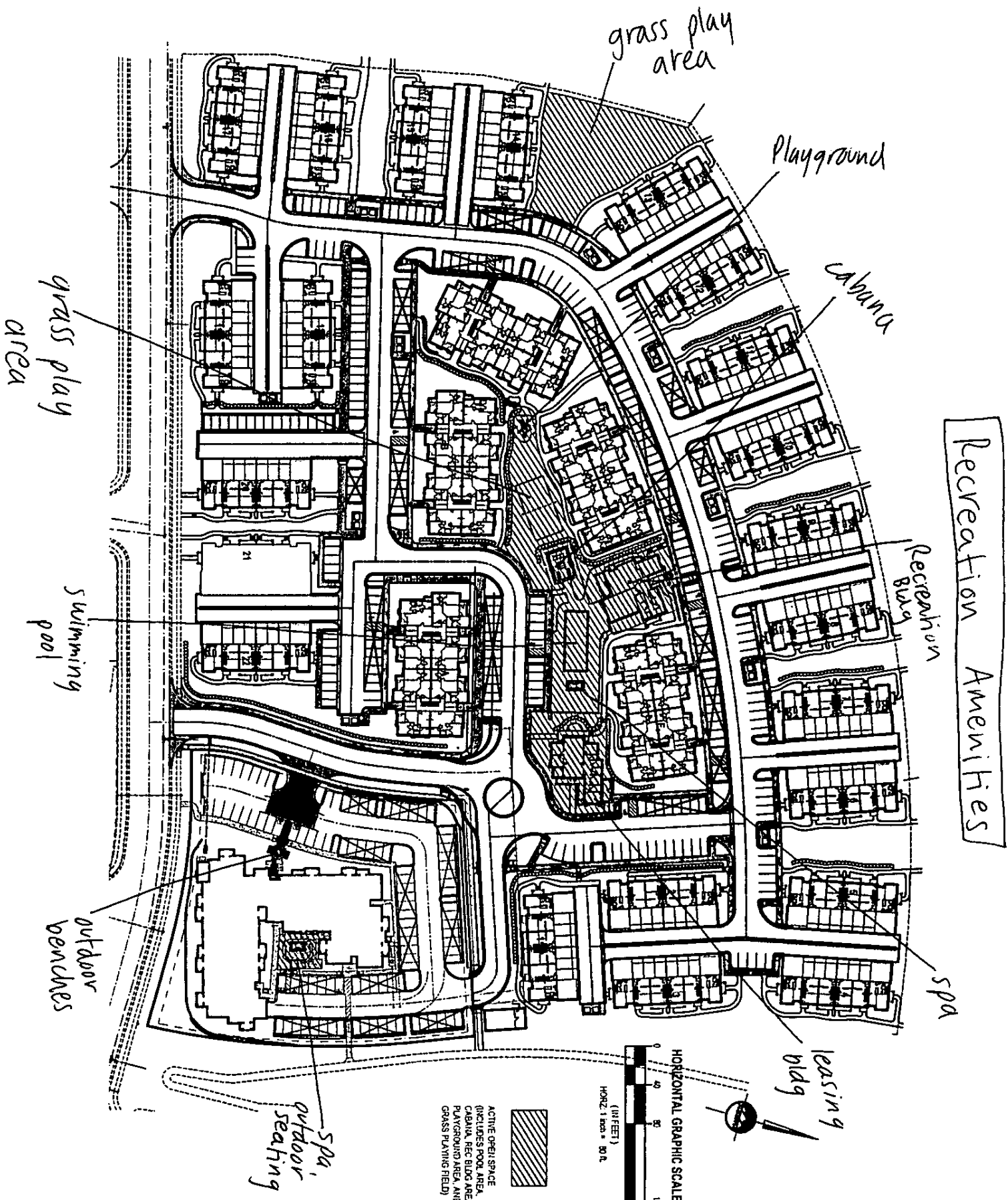
PROJECT CONTACT PHONE: 801-468-1111

PROJECT CONTACT FAX: 801-468-1112

PROJECT CONTACT EMAIL: SALES@WASATCHADVANTAGE.COM

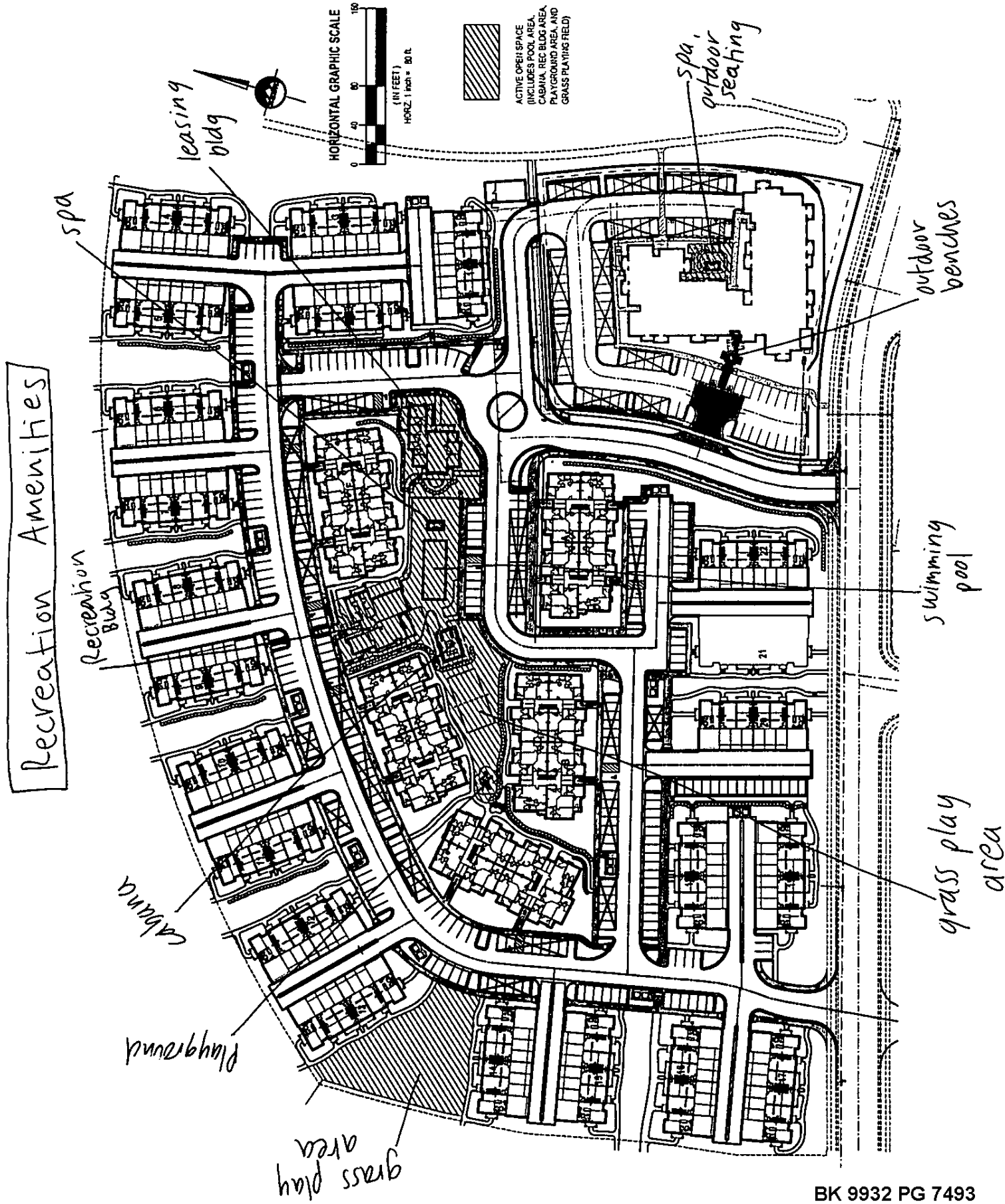
EXHIBIT F

Talavera and Tuscany Villas
Development Agreement



Recreation Amenities

ENSIGN 90 E. Fort Union Rd. Suite 100 Midvale, UT 84047 Phone: 801.262.8329 Fax: 801.262.4439 www.ensign.com	DATE: _____ DRAWN BY: _____ CHECKED BY: _____
	SAN MALO APARTMENTS AT MIDTOWN MIDVALE, UTAH
OPEN SPACE EXHIBIT SHEET NO. E10.0 DATE: 08/27/10 DRAWN BY: J. WICKLEY CHECKED BY: K. LINDEN	ACTIVE OPEN SPACE (INCLUDES POOL AREA, CABANA, REC BLDG AREA, PLAYGROUND AREA, AND GRASS PLAYING FIELD)



Talavera Schedule

Structure

20

21

22

A

clubhouse

recreation bldg

Pool

Spa

Cabana

Playground and adjacent open space between bldgs B & D

E

6

7

D

8

9

10

11

12

13

C

14

15

B

18

19

16

17

Grass playing field

4

5

1

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Tuscany

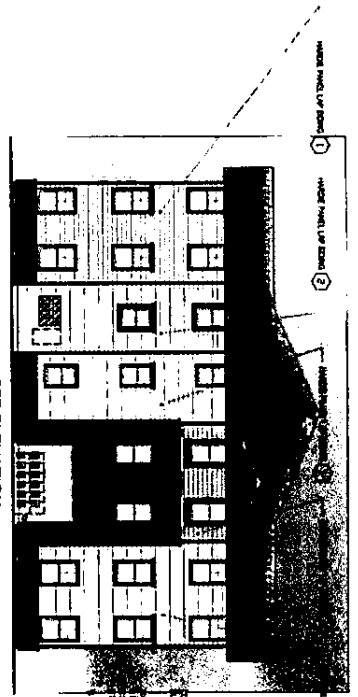
Structure

Main Bldg

Spa/outdoor seating

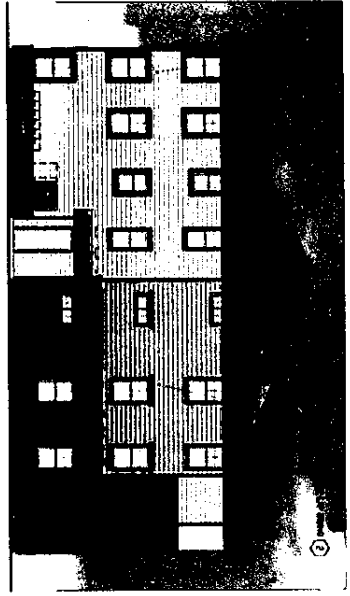
EXHIBIT G

Talavera and Tuscany Villas
Development Agreement



LEFT ELEVATION

NOTE: ELEVATION MATERIALS
 FINISHES
 1. EXTERIOR WALLS - BRICK
 2. ROOFING - ASPH/FLT
 3. WINDOWS - ALUMINUM
 4. DOORS - WOOD
 5. PORCHES - CONCRETE
 6. DRIVEWAYS - ASPHALT
 7. PAINT - WHITE



RIGHT ELEVATION

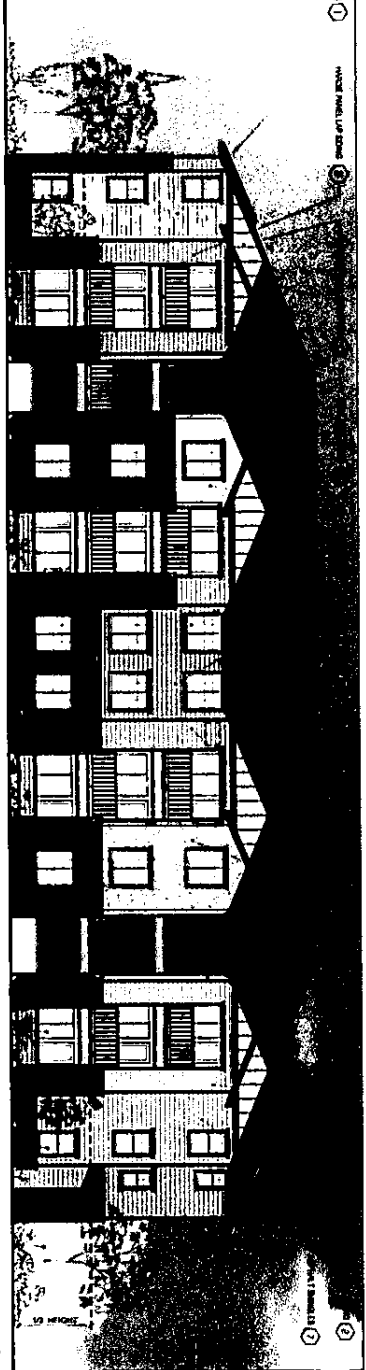
NOTE: ELEVATION MATERIALS
 FINISHES
 1. EXTERIOR WALLS - BRICK
 2. ROOFING - ASPH/FLT
 3. WINDOWS - ALUMINUM
 4. DOORS - WOOD
 5. PORCHES - CONCRETE
 6. DRIVEWAYS - ASPHALT
 7. PAINT - WHITE

LOCATION	COLOR
1. EXTERIOR WALLS	BRICK
2. ROOFING	ASPH/FLT
3. WINDOWS	ALUMINUM
4. DOORS	WOOD
5. PORCHES	CONCRETE
6. DRIVEWAYS	ASPH/FLT
7. PAINT	WHITE



REAR ELEVATION

NOTE: ELEVATION MATERIALS
 FINISHES
 1. EXTERIOR WALLS - BRICK
 2. ROOFING - ASPH/FLT
 3. WINDOWS - ALUMINUM
 4. DOORS - WOOD
 5. PORCHES - CONCRETE
 6. DRIVEWAYS - ASPHALT
 7. PAINT - WHITE



FRONT ELEVATION

NOTE: ELEVATION MATERIALS
 FINISHES
 1. EXTERIOR WALLS - BRICK
 2. ROOFING - ASPH/FLT
 3. WINDOWS - ALUMINUM
 4. DOORS - WOOD
 5. PORCHES - CONCRETE
 6. DRIVEWAYS - ASPHALT
 7. PAINT - WHITE

San Malo Apartments MIDVALE, UTAH

STACKED FLATS ELEVATIONS - A4

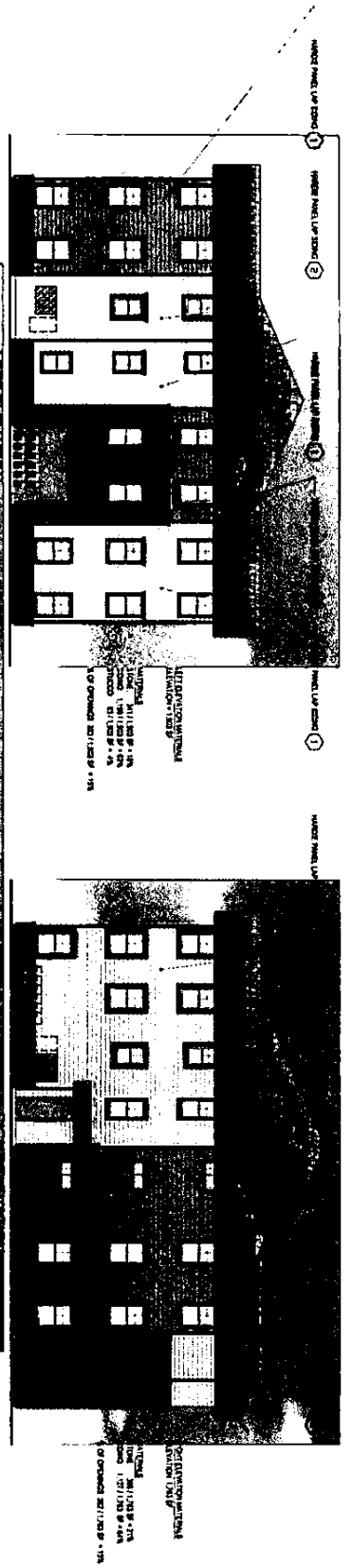
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ARCHITECTS ORANGE

144 NORTH ORANGE ST., ORANGE, CALIFORNIA 92665 (714) 639-8860





EXTERIOR FINISH COLORS - STACKED FLATS

LOCATION	COLOR
1. EXTERIOR WALLS	PAINT
2. EXTERIOR WALLS	PAINT
3. EXTERIOR WALLS	PAINT
4. EXTERIOR WALLS	PAINT
5. EXTERIOR WALLS	PAINT
6. EXTERIOR WALLS	PAINT
7. EXTERIOR WALLS	PAINT
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96. EXTERIOR WALLS	PAINT
97. EXTERIOR WALLS	PAINT
98. EXTERIOR WALLS	PAINT
99. EXTERIOR WALLS	PAINT
100. EXTERIOR WALLS	PAINT



San Malo Apartments MIDVALE, UTAH

STACKED FLATS ELEV. AT STEPPED BLDG. - A5

FRONT ELEVATION

REAR ELEVATION

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

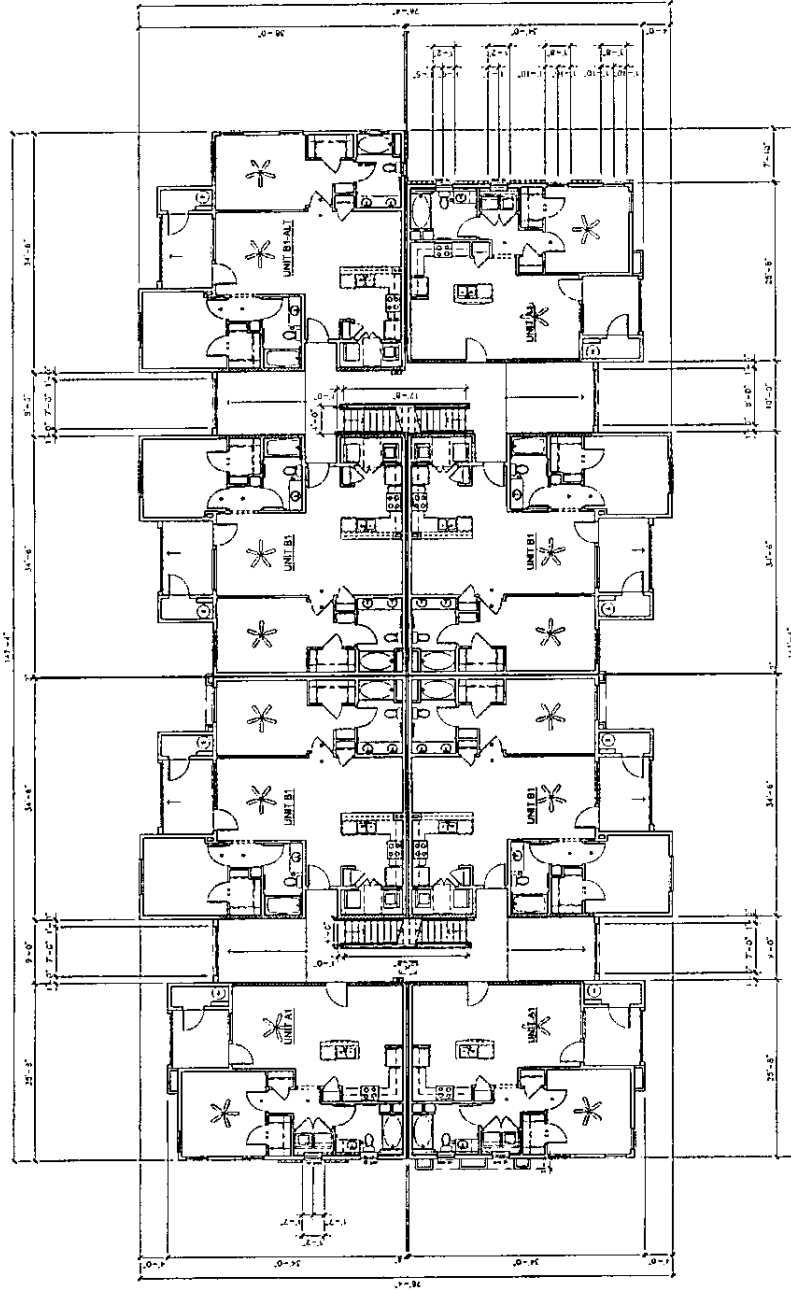
2022.04.13

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2ND FLOOR PLAN

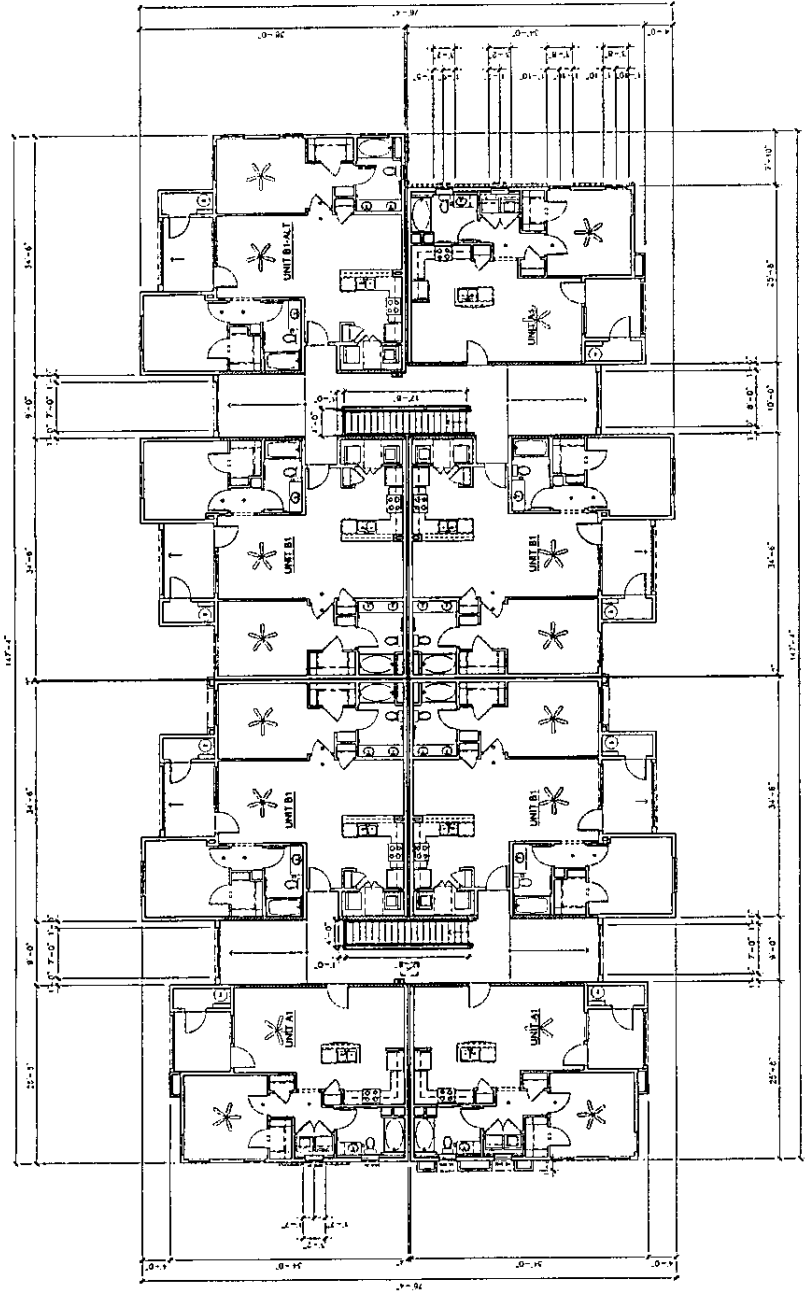


2010-04 1-20-11
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Stacked Flats Floor Plans - A2

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3RD FLOOR PLAN



2018.184 1-25-11

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

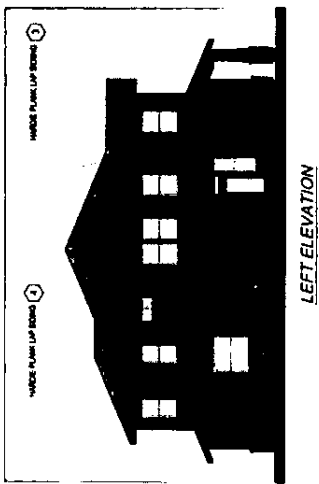


STACKED FLATS FLOOR PLANS - A3

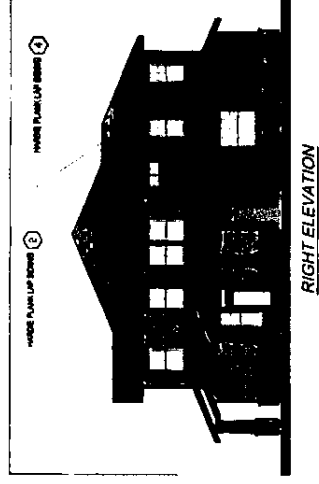
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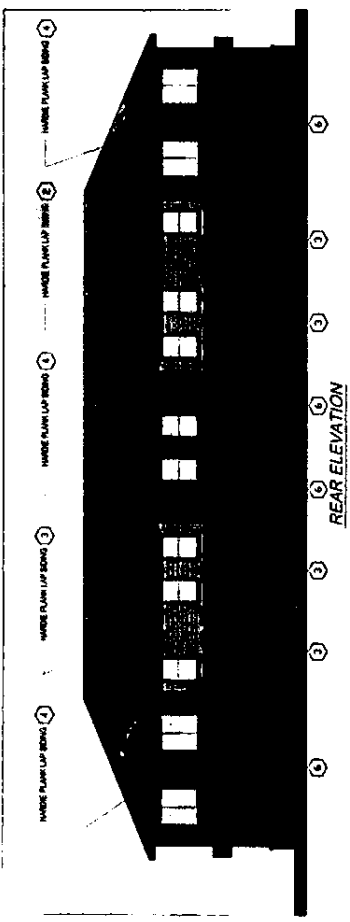


LEFT ELEVATION MATERIALS
 ELEVATIONS 102 SF
 MATERIALS
 STONE 100 SF / 102 SF = 98%
 STONE 20 SF / 102 SF = 19%
 % OF OPENINGS 100 SF / 102 SF = 98%

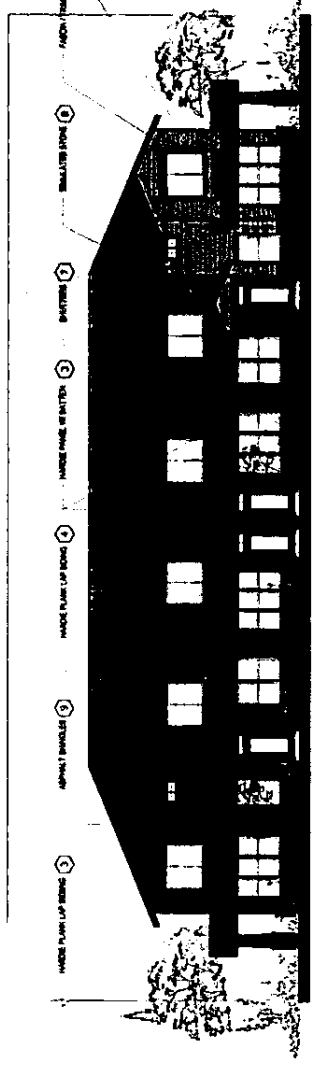


RIGHT ELEVATION MATERIALS
 ELEVATIONS 102 SF
 MATERIALS
 STONE 100 SF / 102 SF = 98%
 STONE 20 SF / 102 SF = 19%
 % OF OPENINGS 100 SF / 102 SF = 98%

LOC. / ITEM	COLOR
1) STONE	TRAVERTINE
2) STONE	TRAVERTINE
3) STONE	TRAVERTINE
4) STONE	TRAVERTINE
5) STONE	TRAVERTINE
6) STONE	TRAVERTINE
7) STONE	TRAVERTINE
8) STONE	TRAVERTINE
9) STONE	TRAVERTINE
10) STONE	TRAVERTINE
11) STONE	TRAVERTINE
12) STONE	TRAVERTINE
13) STONE	TRAVERTINE
14) STONE	TRAVERTINE
15) STONE	TRAVERTINE
16) STONE	TRAVERTINE
17) STONE	TRAVERTINE
18) STONE	TRAVERTINE
19) STONE	TRAVERTINE
20) STONE	TRAVERTINE



REAR ELEVATION MATERIALS
 ELEVATIONS 102 SF
 MATERIALS
 STONE 100 SF / 102 SF = 98%
 STONE 20 SF / 102 SF = 19%
 % OF OPENINGS 100 SF / 102 SF = 98%



FRONT ELEVATION MATERIALS
 ELEVATIONS 102 SF
 MATERIALS
 STONE 100 SF / 102 SF = 98%
 STONE 20 SF / 102 SF = 19%
 % OF OPENINGS 100 SF / 102 SF = 98%



2010-2011
 120117



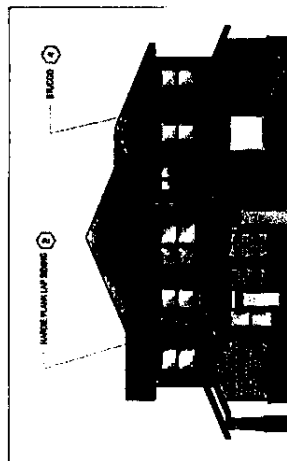
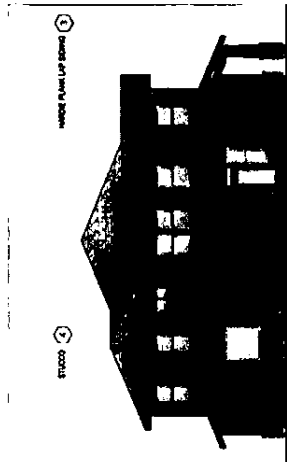
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TOWNHOUSE ELEVATIONS - A7

San Malo Apartments MIDVALE, UTAH

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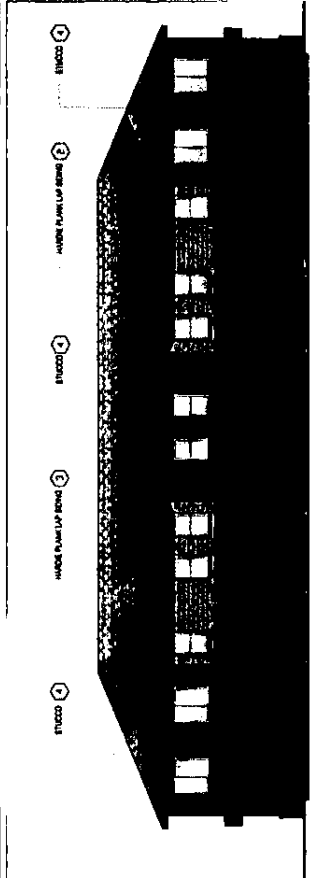
ROOF FINISH MATERIALS
 CEILING: 1/2" P
 WALLS: 1/2" P
 FLOOR: 3/4" P
 STUCCO: 3/8" P
 1/2" OPENINGS: 1/2" P

ROOF FINISH MATERIALS
 CEILING: 1/2" P
 WALLS: 1/2" P
 FLOOR: 3/4" P
 STUCCO: 3/8" P
 1/2" OPENINGS: 1/2" P

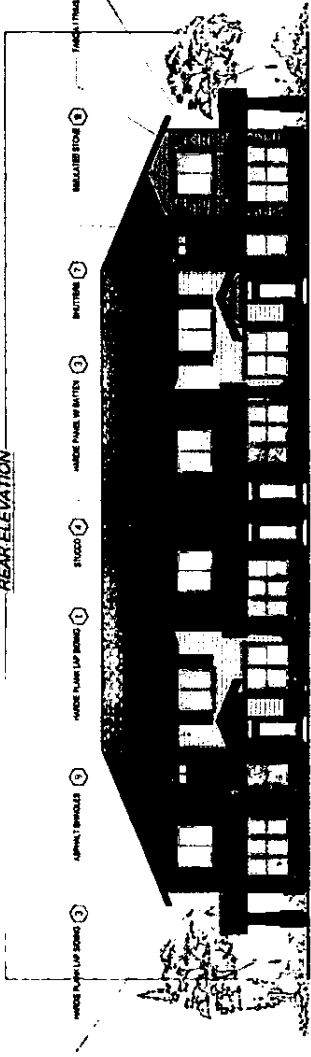
LEFT ELEVATION

RIGHT ELEVATION

LOCATION	COLOR
1	ROOF FINISH MATERIALS
2	ROOF FINISH MATERIALS
3	ROOF FINISH MATERIALS
4	ROOF FINISH MATERIALS
5	ROOF FINISH MATERIALS
6	ROOF FINISH MATERIALS
7	ROOF FINISH MATERIALS
8	ROOF FINISH MATERIALS
9	ROOF FINISH MATERIALS



REAR ELEVATION



FRONT ELEVATION

ROOF FINISH MATERIALS
 CEILING: 1/2" P
 WALLS: 1/2" P
 FLOOR: 3/4" P
 STUCCO: 3/8" P
 1/2" OPENINGS: 1/2" P

ROOF FINISH MATERIALS
 CEILING: 1/2" P
 WALLS: 1/2" P
 FLOOR: 3/4" P
 STUCCO: 3/8" P
 1/2" OPENINGS: 1/2" P

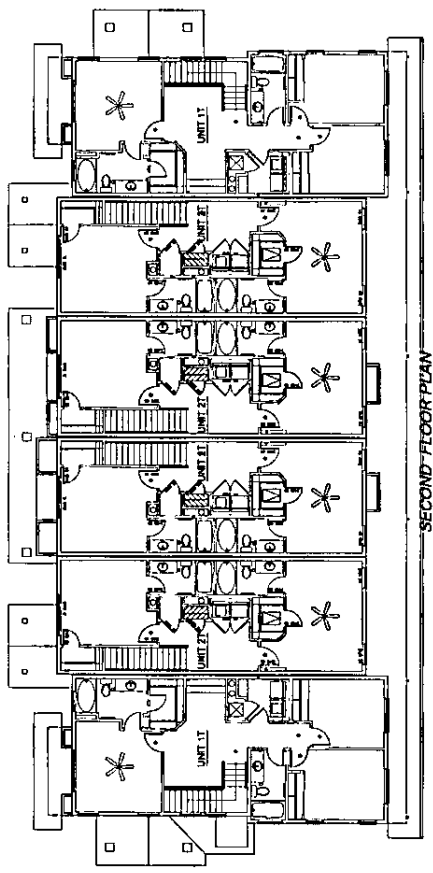


TOWNHOUSE ALTERNATE ELEVATIONS - A8

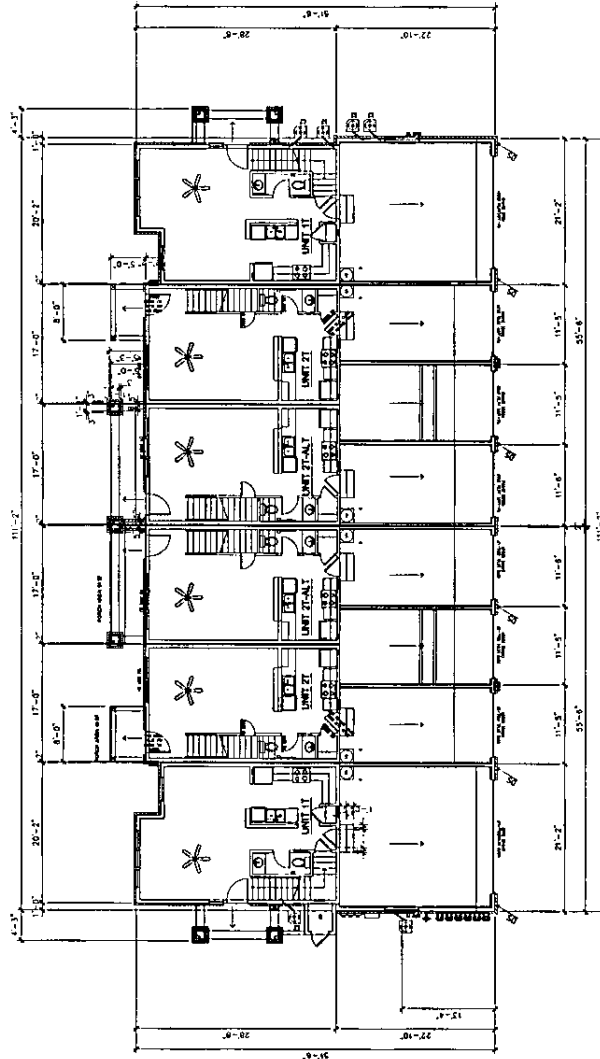
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SECOND FLOOR PLAN



FIRST FLOOR PLAN



2/10/16 1:20:11



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

TOWNHOUSE FLOOR PLANS - A6

San Malo Apartments MIDVALE, UTAH

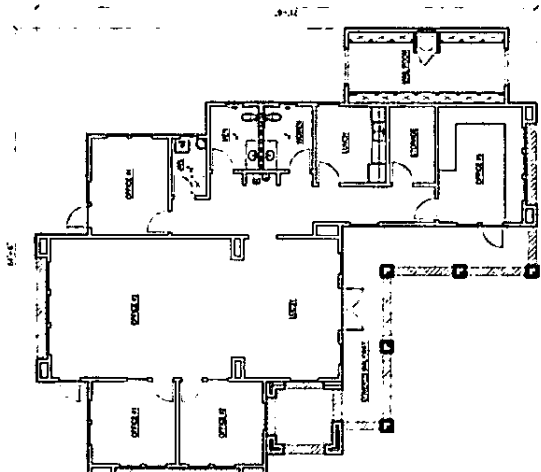
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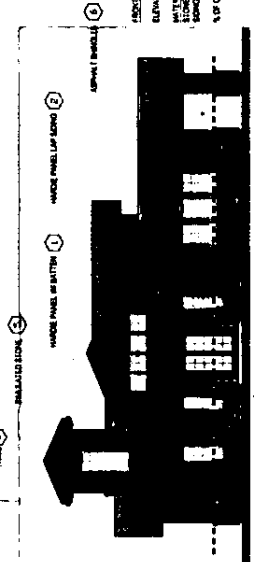
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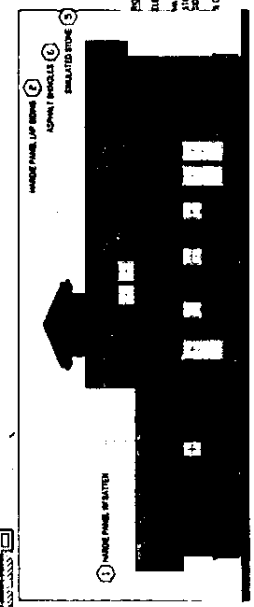
EXTERIOR FINISH COLORS	
LOC. NO.	COLOR
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2	W/SP. BROWNING STONE
3	W/SP. BROWNING STONE
4	W/SP. BROWNING STONE
5	W/SP. BROWNING STONE
6	W/SP. BROWNING STONE
7	W/SP. BROWNING STONE
8	W/SP. BROWNING STONE
9	W/SP. BROWNING STONE
10	W/SP. BROWNING STONE
11	W/SP. BROWNING STONE
12	W/SP. BROWNING STONE
13	W/SP. BROWNING STONE
14	W/SP. BROWNING STONE
15	W/SP. BROWNING STONE
16	W/SP. BROWNING STONE
17	W/SP. BROWNING STONE
18	W/SP. BROWNING STONE
19	W/SP. BROWNING STONE
20	W/SP. BROWNING STONE
21	W/SP. BROWNING STONE
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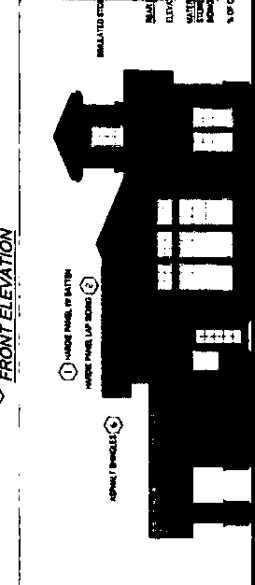
FLOOR PLAN



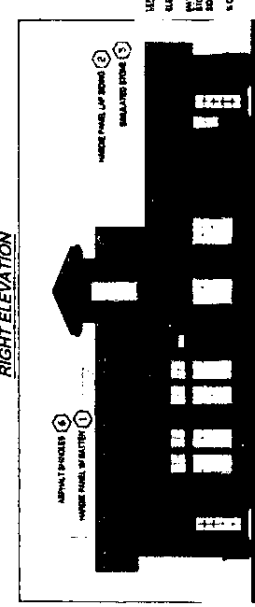
FRONT ELEVATION



RIGHT ELEVATION



REAR ELEVATION



LEFT ELEVATION

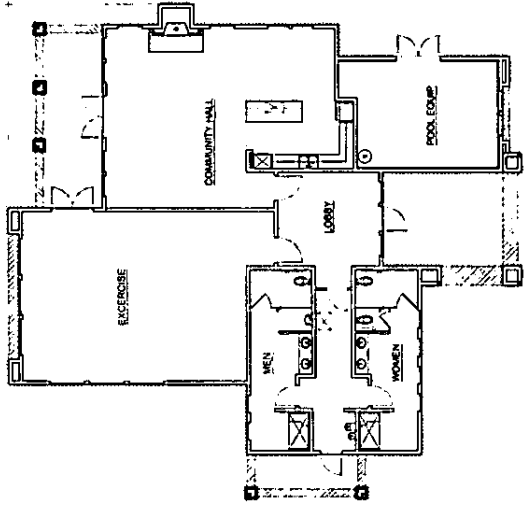


105.11
2015.04
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LEASING BLDG. FLOOR PLAN & ELEVATIONS - A9

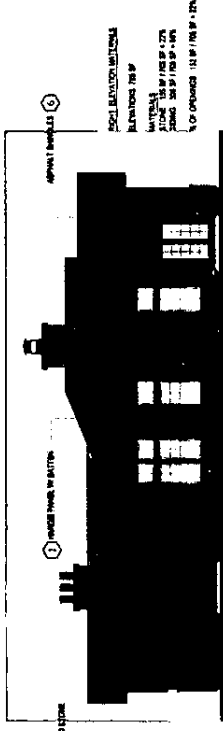
San Malo Apartments MIDVALE, UTAH
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76'-11"

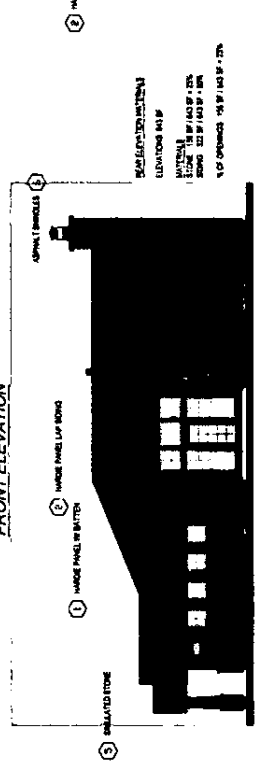


EXTERIOR FINISH COLORS	
NO.	GROUP
1	WALL COLOR (A) (B) (C) (D) (E) (F) (G) (H) (I) (J) (K) (L) (M) (N) (O) (P) (Q) (R) (S) (T) (U) (V) (W) (X) (Y) (Z)
2	FLOOR FINISH (A) (B) (C) (D) (E) (F) (G) (H) (I) (J) (K) (L) (M) (N) (O) (P) (Q) (R) (S) (T) (U) (V) (W) (X) (Y) (Z)
3	WOOD FINISH (A) (B) (C) (D) (E) (F) (G) (H) (I) (J) (K) (L) (M) (N) (O) (P) (Q) (R) (S) (T) (U) (V) (W) (X) (Y) (Z)
4	PAINT FINISH (A) (B) (C) (D) (E) (F) (G) (H) (I) (J) (K) (L) (M) (N) (O) (P) (Q) (R) (S) (T) (U) (V) (W) (X) (Y) (Z)
5	ROOF FINISH (A) (B) (C) (D) (E) (F) (G) (H) (I) (J) (K) (L) (M) (N) (O) (P) (Q) (R) (S) (T) (U) (V) (W) (X) (Y) (Z)
6	ROOF MATERIAL (A) (B) (C) (D) (E) (F) (G) (H) (I) (J) (K) (L) (M) (N) (O) (P) (Q) (R) (S) (T) (U) (V) (W) (X) (Y) (Z)

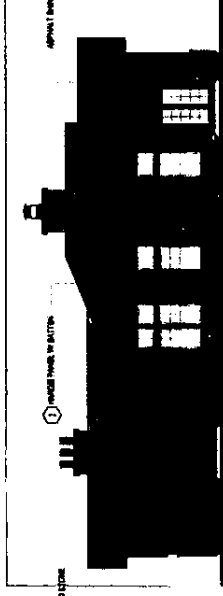
FLOOR PLAN



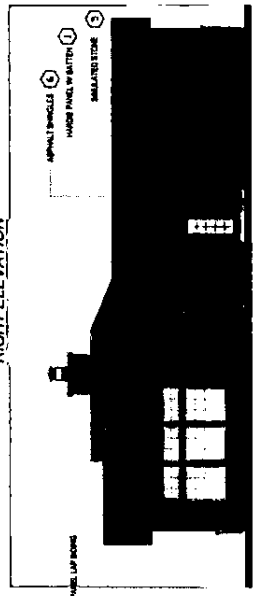
FRONT ELEVATION



REAR ELEVATION



LEFT ELEVATION



RIGHT ELEVATION

Scale 1/8" = 1'-0"

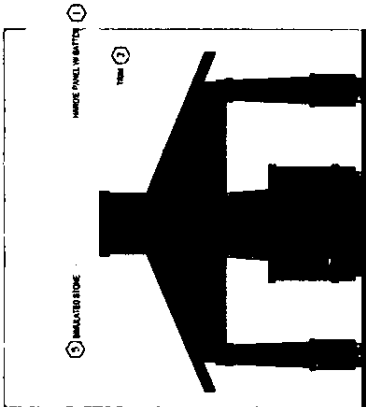


REC. BLDG. FLOOR PLAN & ELEVATIONS - A10

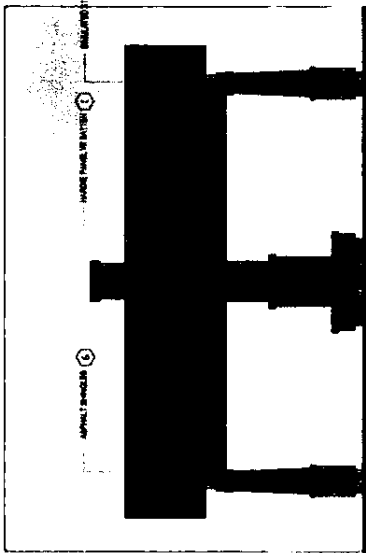
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San Malo Apartments MIDVALE, UTAH

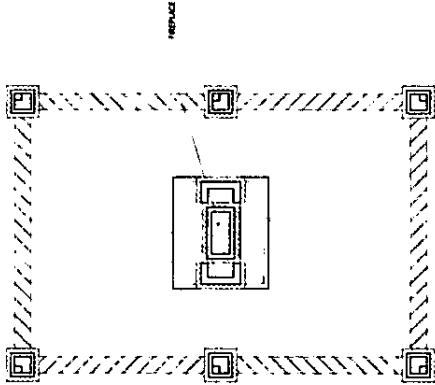
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175 East 400 South, Suite 100, Salt Lake City, Utah 84111 (801) 961-1173



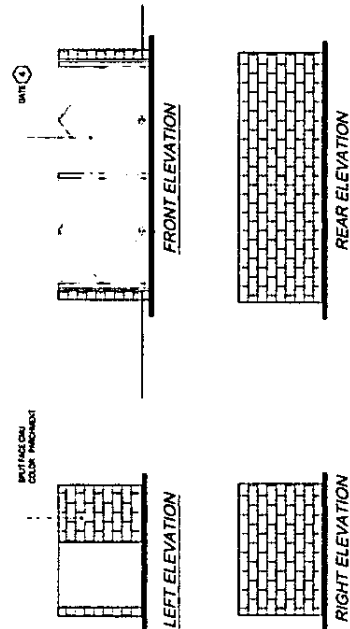
CABANA FRONT AND REAR ELEVATIONS



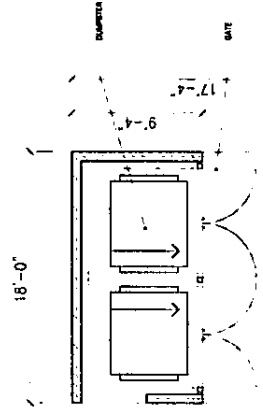
CABANA LEFT AND RIGHT ELEVATIONS



CABANA FLOOR PLAN



TRASH ENCLOSURE ELEVATIONS



TRASH ENCLOSURE FLOOR PLAN

EXTERIOR FINISH COLORS	LOCATION	COLOR
1	APPLICABLE FINISHES	COLOR: INTERLOCK
2	TRASH ENCLOSURE	COLOR: G. 2000
3	INSULATED SIDING	COLOR: INTERLOCK
4	UNIT	COLOR: INTERLOCK
5	HINGED PANEL	COLOR: INTERLOCK
6	SMALL RED STONE	COLOR: INTERLOCK
7	TRASH ENCLOSURE	COLOR: INTERLOCK



2019-14
12-21
ARCHITECTS ORANGE
144 NORTH ORANGE ST., ORANGE, CALIFORNIA 92666 (714) 639-8880

San Malo Apartments MIDVALE, UTAH CABANA & TRASH ENCL. FLOOR PLAN & ELEVS. - A11
Developed By Wasatch Advantage Group LLC
175 East 400 South, Suite 100, Salt Lake City, Utah 84111 (801) 961-1173

PROJECT: TURTLE ARCHITECTS, INC.
 ARCHITECTS
 PHONE: (949) 248-3338
 FAX: (949) 248-3338
 5000 CHILMARK, CA 94920
 WWW.PFDARCH.COM

Wesatch Advantage Group
 175 East 400 South, Suite 100, Salt Lake City, UT 84111

Tuscany Villas Senior Apartments
 Wesatch Advantage Group, LLC
 Tuscany View Drive (7515 S) and Brigham Junction Blvd (850 W) Midvale, UT 84047

MIDVALE ELEVATIONS
 SHEET NUMBER: 7515-01
 PROJECT: TURTLE ARCHITECTS, INC.
 A3.1
 SHEET NUMBER
 OF SHEETS IN SET

MATERIALS LEGEND:

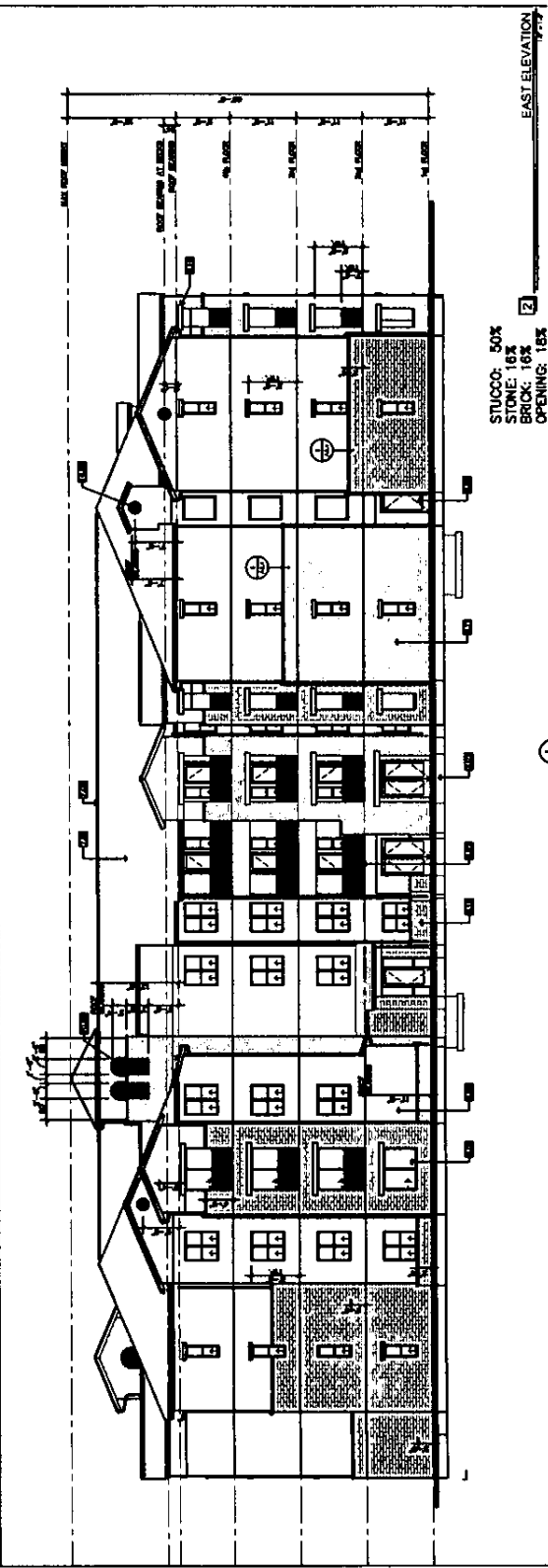
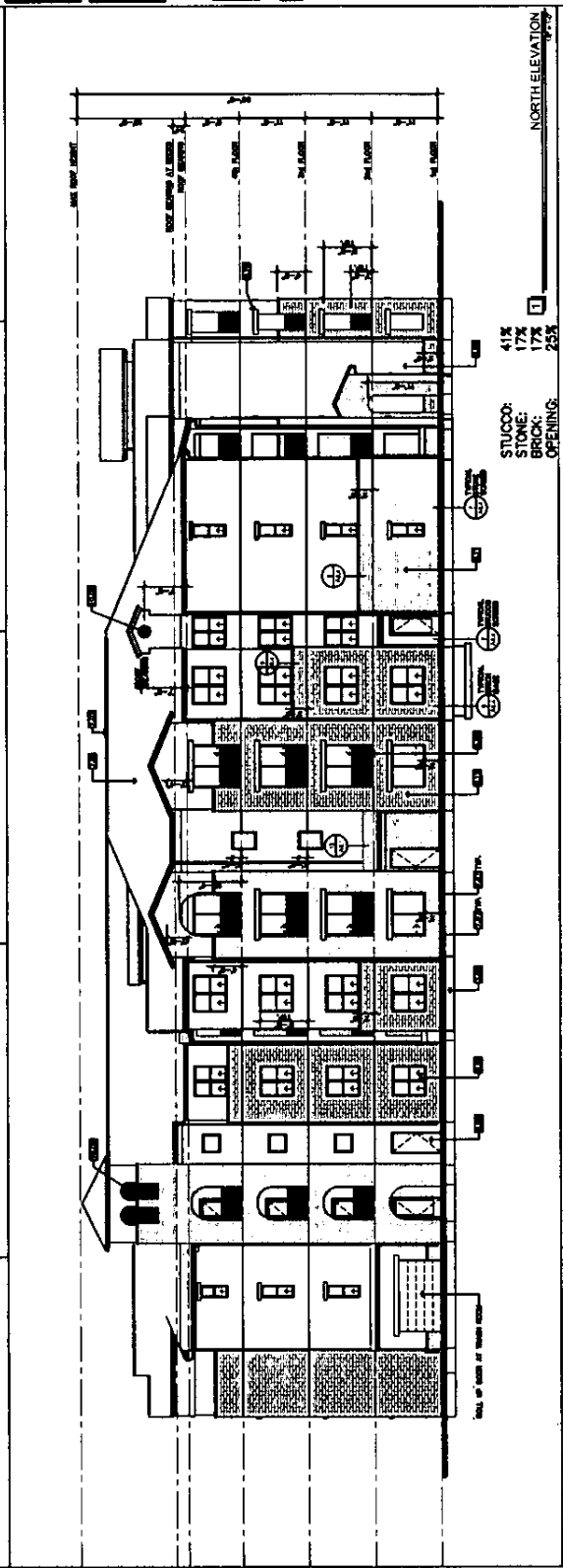
STONE	[Symbol]
BRICK	[Symbol]
OLD WORLD STUCCO #1	[Symbol]
OLD WORLD STUCCO #2	[Symbol]
ASPHALT SHINGLES ARCH. GRADE	[Symbol]

KEYNOTES

NUMBER IN CIRCLES
 1 - EXISTING
 2 - NEW
 3 - REMOVE
 4 - FINISH
 5 - MATCH EXISTING
 6 - MATCH EXISTING
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 8 - MATCH EXISTING
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NOTES:
 1. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND ALL APPLICABLE LOCAL ORDINANCES.
 2. ALL MATERIALS SHALL BE APPROVED BY THE ARCHITECT PRIOR TO INSTALLATION.
 3. ALL WORK SHALL BE SUBJECT TO INSPECTION BY THE ARCHITECT.
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STUCCO: 50%
STONE: 16%
BRICK: 16%
OPENING: 18%



ROBERT F. TUTTLE ARCHITECTS, P.C.
 ARCHITECTS
 PLANNERS
 PHONE (949) 249-5538
 FAX (949) 249-5538
 5400 COLUMBIA AVENUE, SUITE 110
 SAN DIEGO, CALIFORNIA 92108
 OFFICE@RTUTTLE.COM
 WWW.RTUTTLE.COM



WASATCH ADVANTAGE GROUP
 175 EAST 400 SOUTH, SUITE 100, SALT LAKE CITY, UT 84111

Tuscany Villas Senior Apartments

Tuscany View Drive (7315 S) and Bingham Junction Blvd (850 W) Midvale, UT 84047

MIDVALE ELEVATIONS
 DATE LATE 2010
 PROJECT NO. 0011
 SHEET NO. A3.2
 OF SHEETS IN SERIES
 JANUARY 2011

MATERIALS LEGEND:

STONE	[Symbol]
BRICK	[Symbol]
OLD WORLD STUCCO #1	[Symbol]
OLD WORLD STUCCO #2	[Symbol]
ASPHALT SHINGLES ARCH. GRADE	[Symbol]

KEYNOTES

1. SEE GENERAL NOTES FOR FINISHES AND MATERIALS.

2. SEE GENERAL NOTES FOR FINISHES AND MATERIALS.

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15. SEE GENERAL NOTES FOR FINISHES AND MATERIALS.

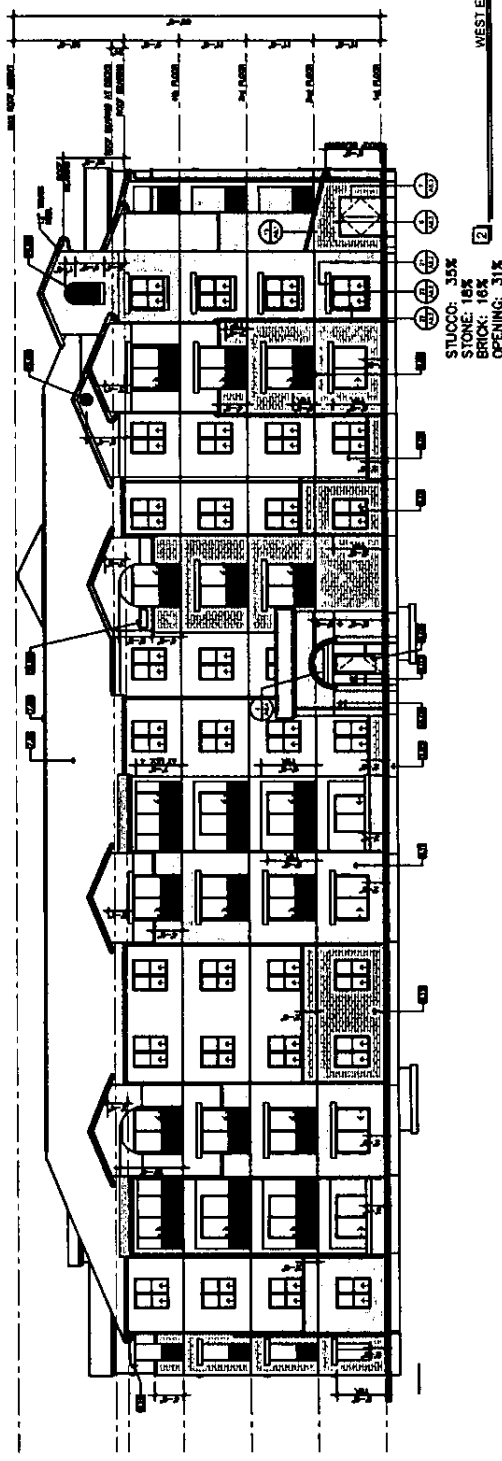
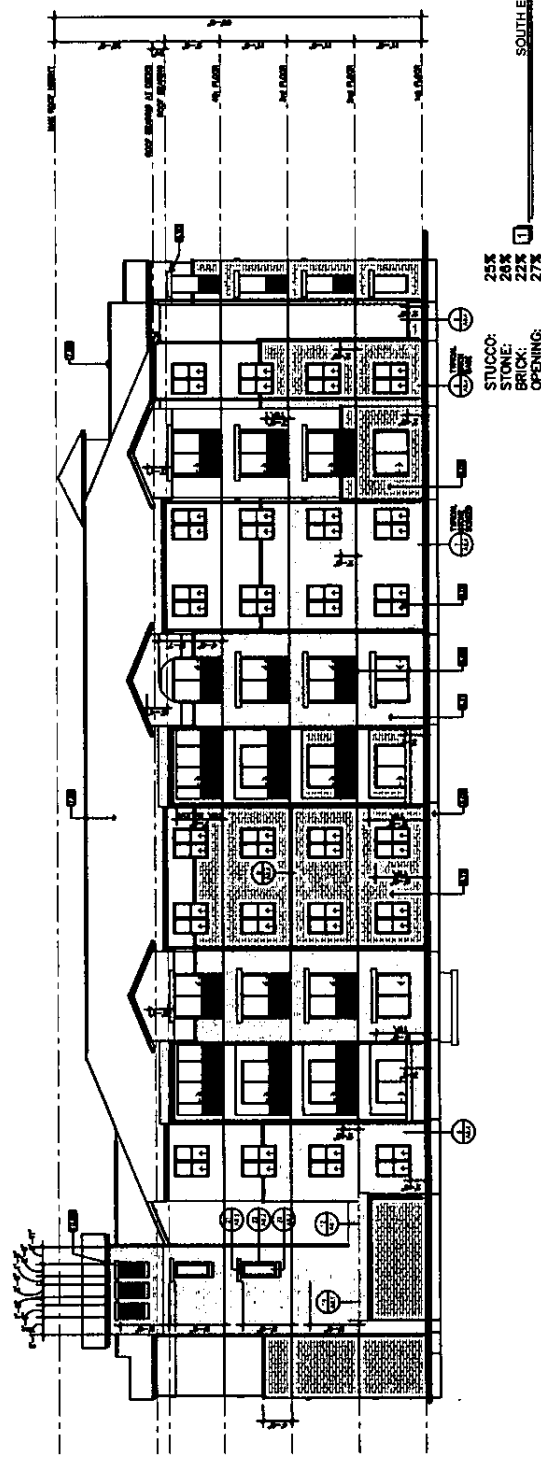
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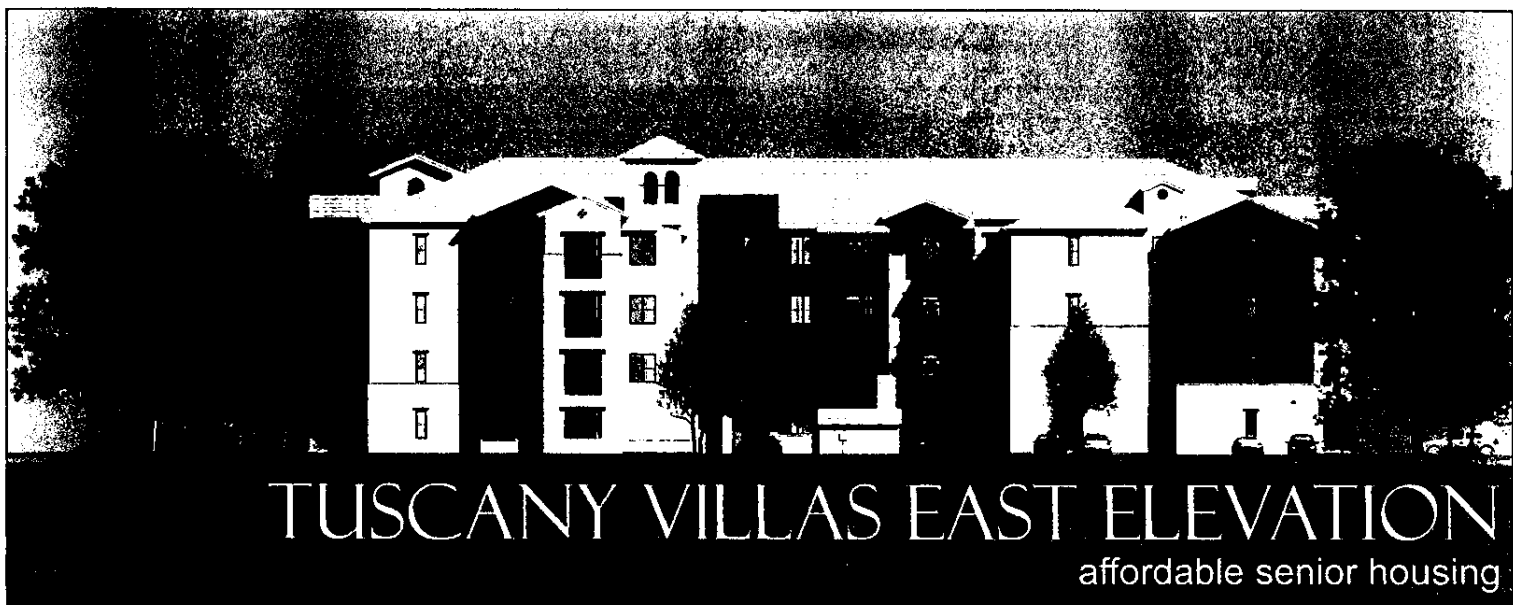
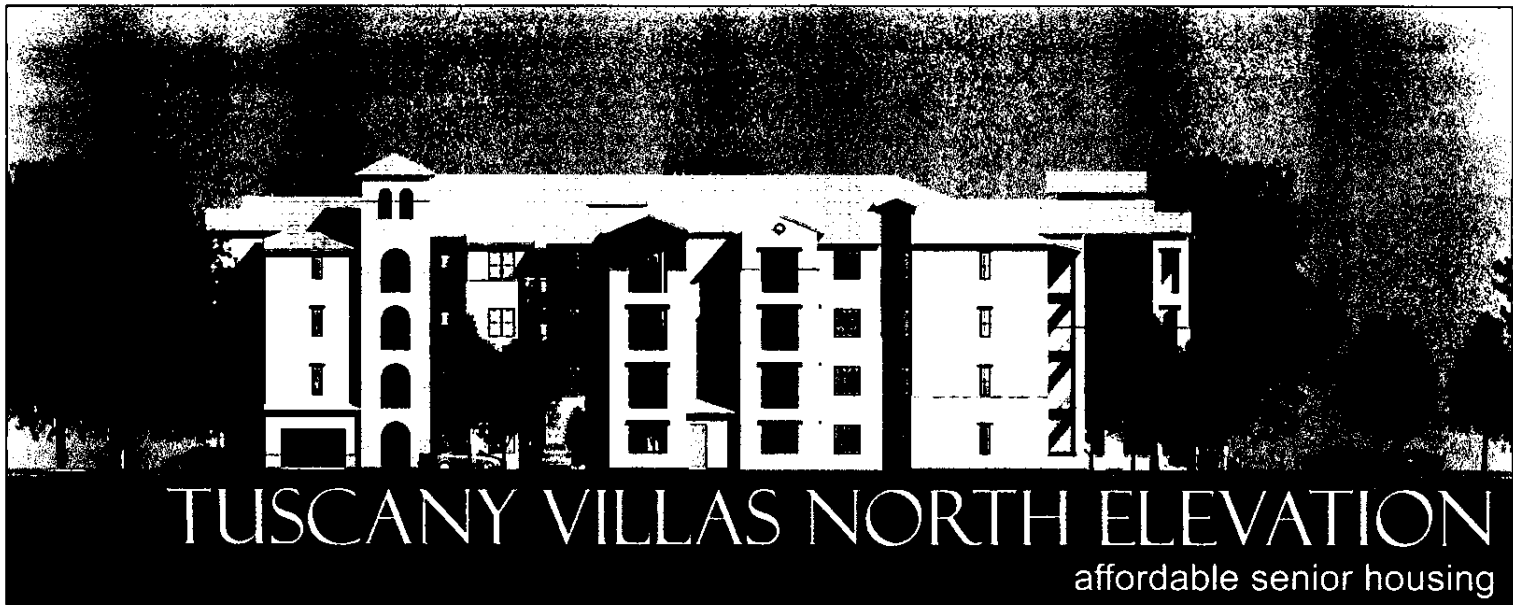
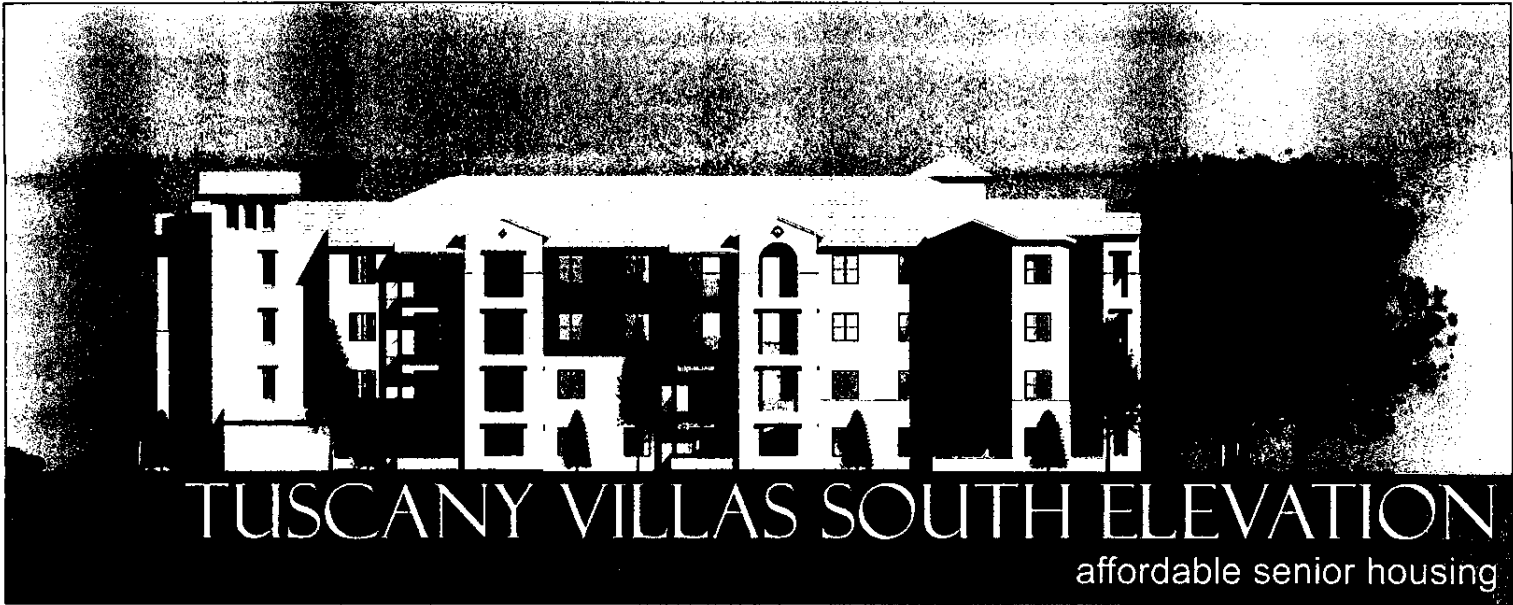
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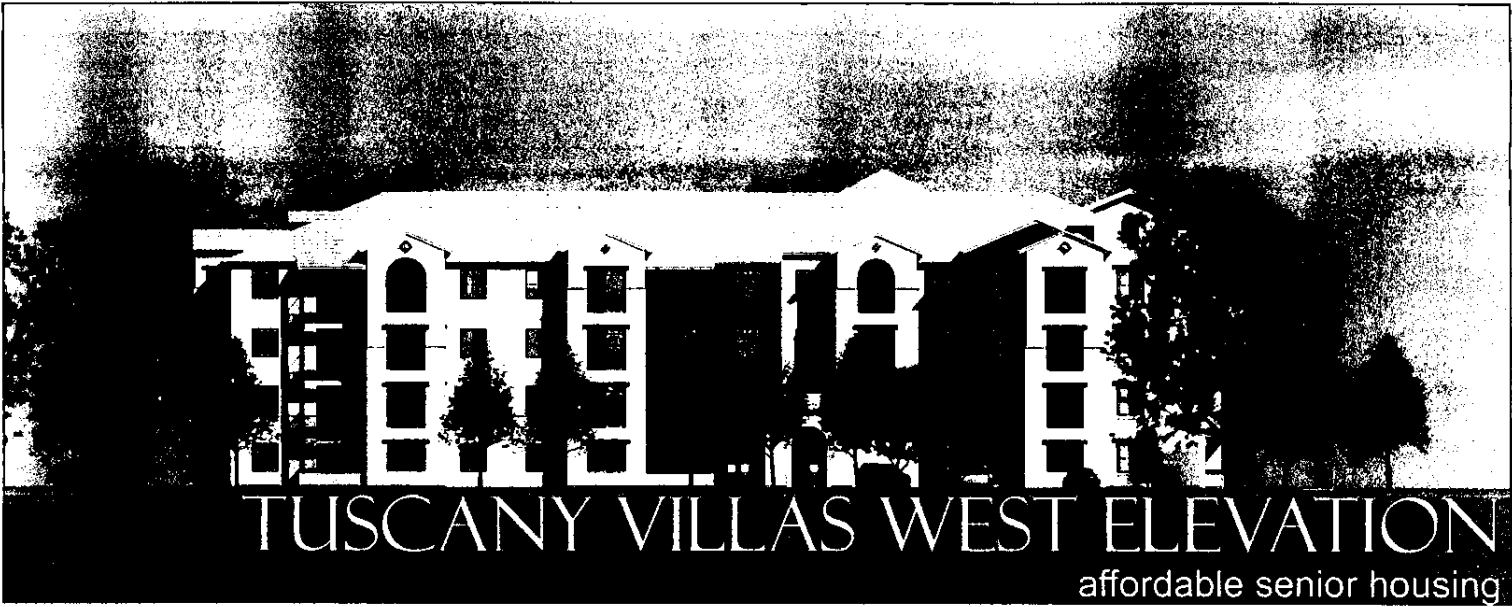
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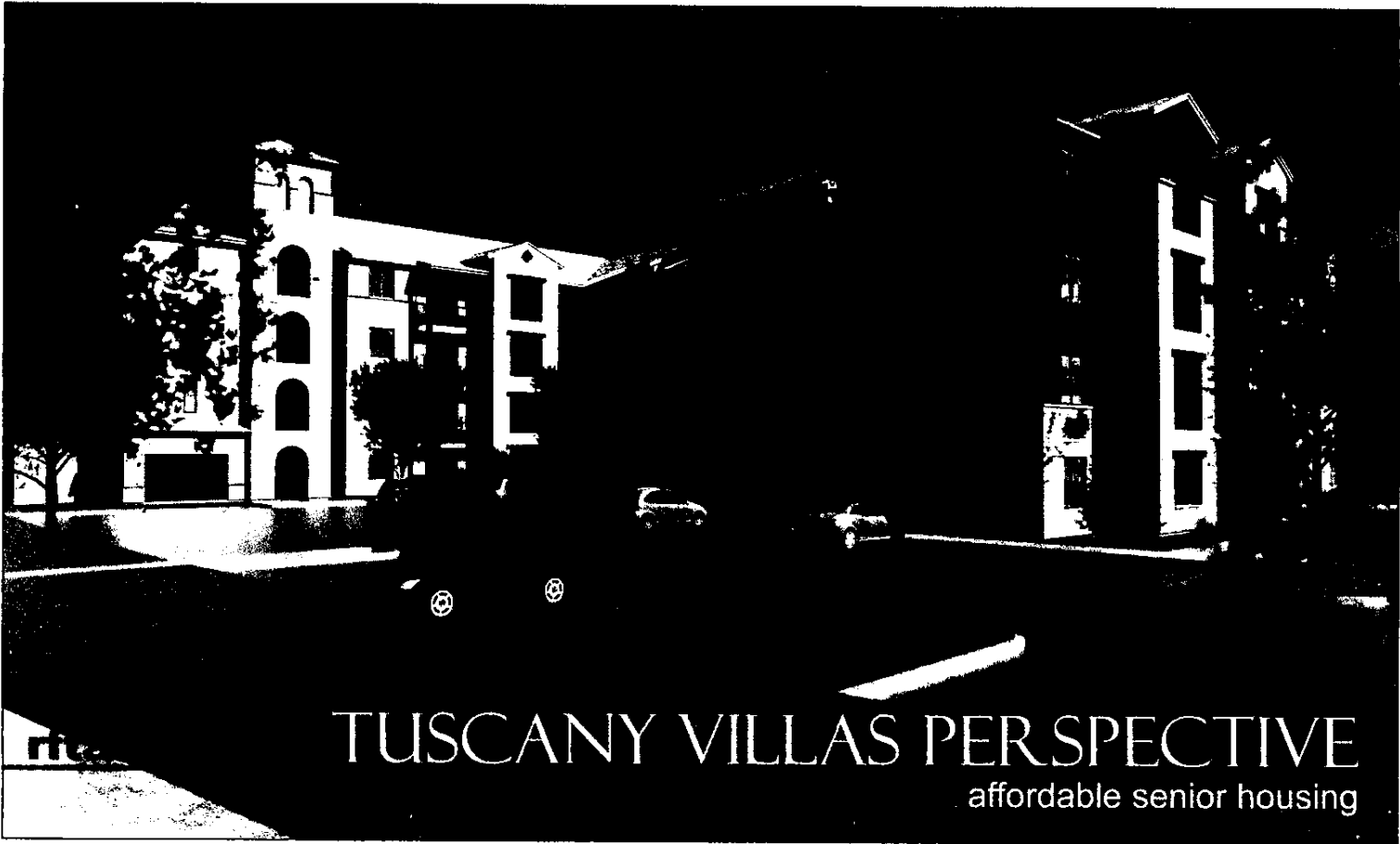




TUSCANY VILLAS WEST ELEVATION
affordable senior housing



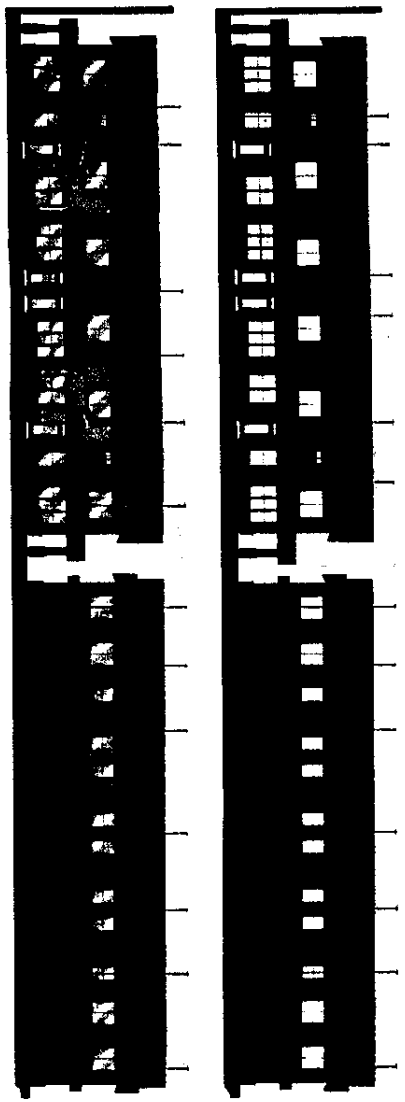
TUSCANY VILLAS PERSPECTIVE
affordable senior housing



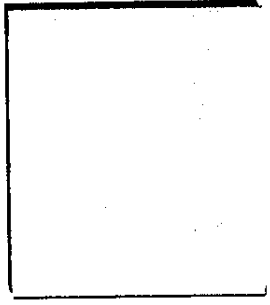
TUSCANY VILLAS PERSPECTIVE
affordable senior housing

EXHIBIT H

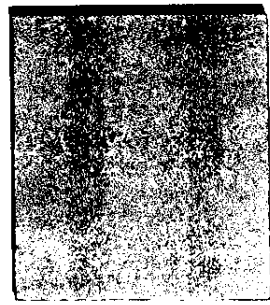
Talavera and Tuscany Villas
Development Agreement



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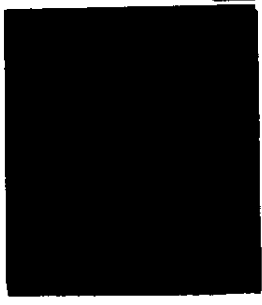
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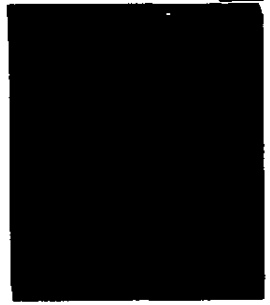
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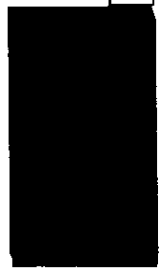
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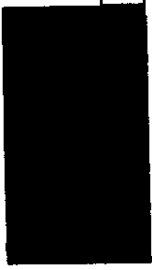
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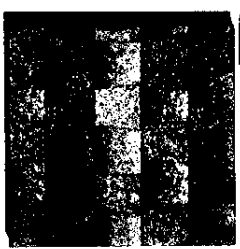
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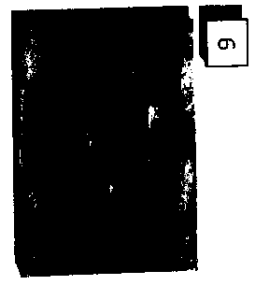
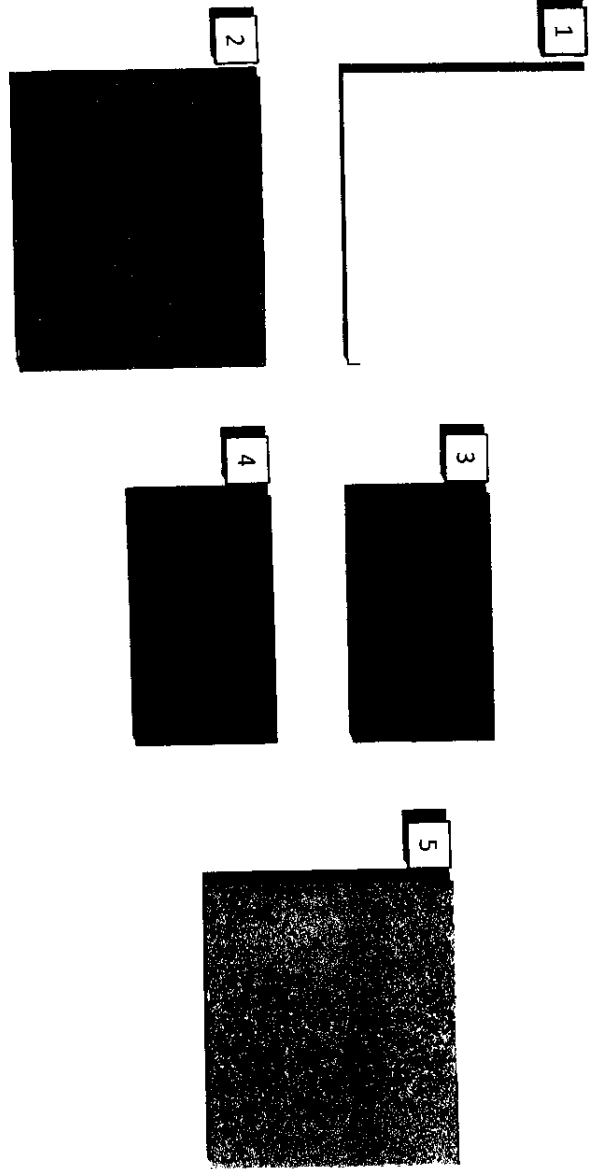
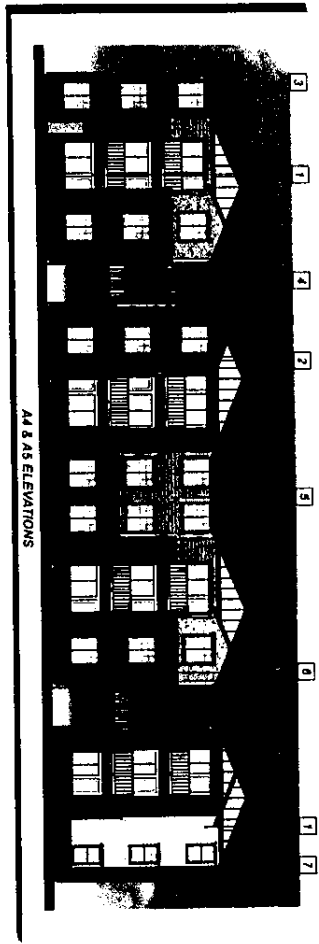


SAN MALO - TOWNHOUSES

WASATCH ADVANTAGE GROUP LLC

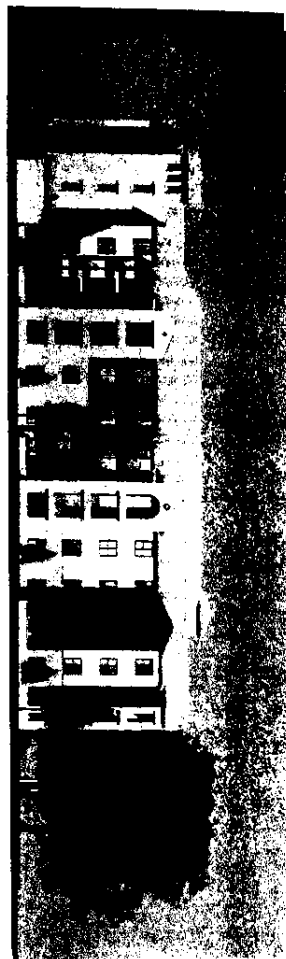
MIDVALE, UTAH

- 1 HARDIE PLANK LAP SIDING - STARBUST CL 27840
- 2 STUCCO, HARDIE PLANK LAP SIDING - SHOGUN CL 28040
- 3 STUCCO, HARDIE PLANK LAP SIDING, HARDIE PANEL W/ BATTEN GARAGE DOORS - BITTERSWEET CL 2656N
- 4 STUCCO, HARDIE PLANK LAP SIDING - TOBACCO STEM CL 2947N
- 5 FASCIA, WINDOW TRIM, TRIM - OAK GALL CL 2616N
- 6 GARAGE DOORS - MERCURY CL 2887N
- 7 SHUTTERS - WOODY CLC 1287N
- 8 STONE - ELDORADO STONE/CLIFFSTONE - LANTANA
- 9 ROOF - GAF/COOL SERIES - COOL WEATHERED WOOD

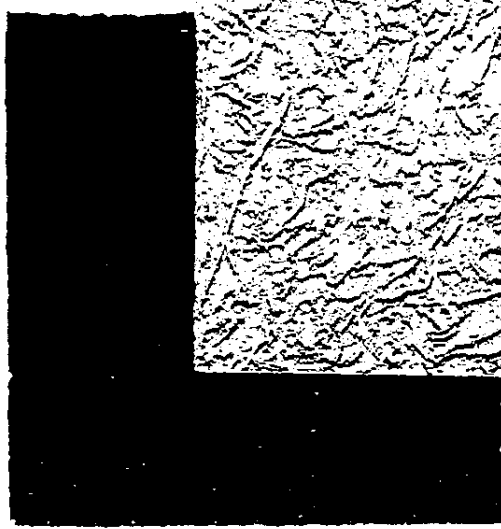


SAN MALO - STACKED FLATS
 WASATCH ADVANTAGE GROUP LLC
 MIDVALE, UTAH

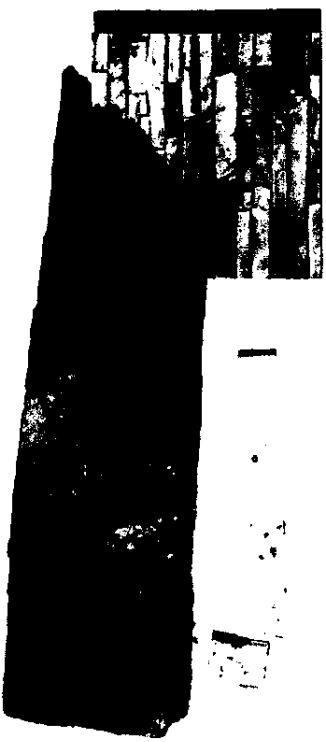
- 1 STUCCO, HARDIE PLANK LAP SIDING, HARDIE PANEL W/
BATTEN - KNOTT CL 2742W
- 2 STUCCO, HARDIE PLANK LAP SIDING, HARDIE PANEL W/
BATTEN - MAGIC EYE CL 2745D
- 3 FASCIA, WINDOW TRIM, TRIM - UTOPIA CL 2737N
- 4 METAL RAILING - WOODY CLC 1287N
- 5 STUCCO, HARDIE PLANK LAP SIDING, HARDIE PANEL W/
BATTEN - IRON SAND CL 3184M
- 6 STONE - ELDORADO STONE/ CLIFFSTONE - LANTANA
- 7 ROOF - GAF/ COOL SERIES - COOL WEATHERED WOOD



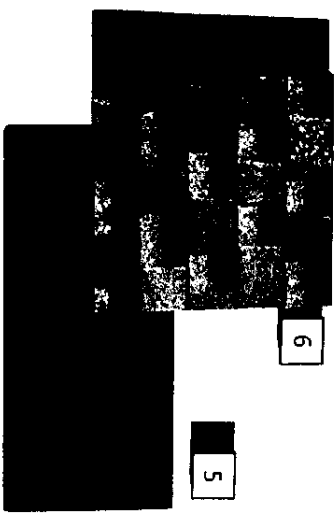
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5

- 1 STUCCO - SMOOTH TEXTURE - CAFE AU LAIT
- 2 STUCCO - SMOOTH TEXTURE - BULGUR
- 3 BRICK - INTERSTATE BRICK - PONDEROSA
- 4 STONE - HARRISTONE - UNTAH CHABLIS
- 5 SOFFIT/ FASCIA TRIM - TERRATONE BRONZE
- 6 ROOF - GAF/ TIMBERLINE - SHAKWOOD

TUSCANY VILLAS - SENIOR HOUSING
MIDVALE, UTAH
WASATCH ADVANTAGE GROUP LLC

