

When recorded, return to:
Midvale City
7505 S. Holden St.
Midvale, UT 84047
Attn: Midvale City Recorder

Parcel #: 2229207062

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10/12/2017 03:57 PM \$0.00
Book - 10608 Pg - 3566-3595 A-E
ADAM GARDINER
RECORDER, SALT LAKE COUNTY, UTAH
MIDVALE CITY
7505 S HOLDEN ST
MIDVALE UT 84047
BY: RMP, DEPUTY - WI 30 P.
35

**DEVELOPMENT AGREEMENT
(UNION WOODS PROJECT)
Midvale City, Utah**

THIS DEVELOPMENT AGREEMENT ("Agreement") is entered into as of this 18th day of July, 2017 by and between Union Woods Acquisitions Partners, LLC, a Utah limited liability company (the "Developer"), and Midvale City Corporation, a Utah municipal corporation ("Midvale City" or the "City"). Developer and City are sometimes referred to herein, individually, as a "Party", and collectively, as the "Parties".

A. **Property.** Developer is the owner of certain real property within Midvale City (as more particularly defined below, the "Property").

B. **Existing Development on Property.** Existing development on the Property includes a six-story office building with approximately 82,000 square feet of leasable space ("Office Building"); 2.9 acres of surface parking lot; a primary vehicular access onto Union Park Avenue with a signaled intersection; and secondary and tertiary vehicular accesses onto Union Park Avenue through the commercial developments to the north.

C. **Union Woods Project.** The Developer intends to redevelop a portion of the Property by constructing multi-family residential units and a commercial parking structure in place of surface parking. The existing Office Building, surface parking directly north of the Office Building, and vehicular accesses would remain (as more particularly defined below, the "Union Woods Project" or "Project").

D. **Zoning.** The Property is zoned, pursuant to the City's Zoning Ordinance, as Regional Commercial ("RC") with Lot 2 of the Union Woods Subdivision ("Lot 2") portion of the Property including a Regional Commercial Residential Overlay ("Residential Overlay"). This zone and overlay establish both the procedural and substantive requirements for approval by the City for development on the Property. The Residential Overlay designation on Lot 2 was approved pursuant to Chapter 17-7-12.1 of the Midvale Municipal Code and requires the Property to develop in accordance with this Agreement including the development plans contained herein.

E. **Subdivision Plat.** The Property is subject to the easements set forth on that certain subdivision plat entitled "Union Woods Subdivision" recorded with the County Recorder for Salt Lake County, Utah on June 8, 2017 as Entry No. 12551789 in Book 2017P at Page 135 (the "Plat").

F. Preliminary Site Plan and Conditional Use Permit. The Midvale Planning Commission (the "Planning Commission") approved a Preliminary Site Plan and Conditional Use Permit for the Project on October 12, 2016 (the "Preliminary Site Plan"). This decision included findings and conditions of approval. On April 12, 2017, the Planning Commission reviewed additional information regarding the traffic and easement conditions. Following this review, the Planning Commission revised its conditions of approval for the Preliminary Site Plan. The findings and conditions of approval for the Project's Preliminary Site Plan are set forth in a letter dated April 17, 2017 from the City to the Developer, a copy of which is attached as **Exhibit B** (the "Preliminary Site Plan Conditions"). The approved Preliminary Site Plan for the Project relating to these conditions is attached as **Exhibit C** (the "Preliminary Site Plan").

G. State Authority. Pursuant to Section 10-9a-102 of the Utah Code, Midvale City is authorized to enter into development agreements as provided therein, and, as a legislative act, desires to enter into this Development Agreement in order to obtain the benefits for the City provided herein.

NOW THEREFORE, in consideration of the above recitals, terms of this Development Agreement, and the mutual benefits to be derived here from, the Parties agree as follows:

Article 1 **The Union Woods Project**

1.1 Legal Description of Property. The property owned by the Developer that is covered by this Agreement consists of approximately 5.58 acres of land located at 7090 South Union Park Avenue, and is more fully described in **Exhibit A** (the "Property").

1.2 Description of Project. The Developer's planned project for the Property consists of replacing most of the existing surface parking on the Property with a 209-unit apartment building ("Apartment Building") and a four-level, 261 stall, commercial parking structure. The existing six-story Office Building (approx. 82,000 square feet of leasable space) remains as part of the project with 27 surface parking stalls. The Apartment Building includes two levels of podium style parking with 277 stalls ("Apartment Parking"), five stories of residential above (anticipated to include 20 studio, 96 one-bedroom, 93 two-bedroom units), indoor and outdoor (podium level) recreation amenity space, 36 surface parking stalls, and landscaping. These project improvements are shown and described on the Preliminary Site Plan. Notwithstanding anything contained to the contrary herein, the type and number of residential units in the Apartment Building, not to exceed 209 overall units, may be revised provided Developer demonstrates to City that Developer is maintaining the required number of parking stalls for the number and type of residential units in the Apartment Building.

1.3 Subdivision Plat. Developer acknowledges and agrees that the Union Woods Project is subject to the easements set forth on the subdivision plat for the Union Woods Subdivision. Parties to such easements may modify or eliminate or add new easements as deemed necessary to address new situations and conditions relative to said easement provided applicable parties agree with such changes and all legal rights and remedies of the parties are addressed. The Project shall be subject to these changes.

1.4 The Union Woods Project Approval.

1.4.1 Approval. Pursuant to the provisions of Title 17 of the Midvale Municipal Code and the Regional Commercial Residential Overlay (Chapter 17-7-12.1 of the Midvale Municipal Code) in effect as of the date of this Agreement (together, the “Zoning Ordinances”), the Union Woods Project has been approved by the City, subject to the Zoning Ordinances in effect on the date hereof, the Plat, the Union Woods Project Preliminary Site Plan and Preliminary Site Plan Conditions, the Conditional Use Permit, and this Agreement. City Staff approval of the Final Site Plan for the Project shall be required to ensure all conditions of the Preliminary Site Plan and Conditional Use Permit approvals are satisfied before construction can commence on the Project. All construction and improvements for the Project shall follow the approved Final Site Plan and this Agreement.

1.4.2 Vested Rights. The City acknowledges and agrees that the Developer has the vested right to develop and construct the Union Woods Project in accordance with the Zoning Ordinances in effect on the date hereof, the Plat, the Union Woods Project Preliminary Site Plan and Preliminary Site Plan Conditions, the Conditional Use Permit, and this Agreement, subject to City Staff approval of a Final Site Plan for the Project, including proof of water and sewer availability for the Project from the service providers for this Property; provided, however, that the Developer acknowledges and agrees that the construction and operation of the Project is subject to all Applicable Laws as defined in Section 3.3 of this Agreement.

1.4.3 Reserved Legislative Powers and Zoning Authority of the City. Notwithstanding the provisions of Section 1.4.2, the Developer acknowledges that the City is restricted in its authority to limit its police power by contract and that the limitations, reservations, and exceptions set forth herein are intended to reserve to the City all its police power that cannot, as a matter of law, be limited by contract. The City further agrees that notwithstanding the retained power of the City to enact legislation under its police powers, such legislation shall only be applied to modify the vested rights of the Developer under the terms of this Agreement if such legislation is based upon policies, facts, and circumstances that are sufficient to satisfy the compelling countervailing public interest exception to the vested rights doctrine of the State of Utah. The City further agrees that any such proposed legislative changes that may affect the vested rights of the Project shall be of general application to all development activity within the City. The City further agrees that unless in good faith the City declares an emergency, the Developer shall be entitled to prior written notice and an opportunity to be heard with respect to any proposed legislative change that may modify vested rights under this Agreement under the compelling, countervailing public interest exception to the vested rights doctrine.

1.4.4 Amendments to Preliminary and Final Site Plans. In the event the Developer desires in the future to amend the Preliminary and Final Site Plans for the Project, and if the City approves of such amendment in accordance with all

Applicable Laws, including without limitation, the Zoning Ordinances in effect as of the date of such amendment, the Parties may enter into an agreement that approves the substitution of the new approved Preliminary and Final Site Plans to replace the original Preliminary and Final Site Plans. Notwithstanding anything contained herein, Developer shall have no vested right to such amendment as provided above, but rather the approval by the City of any such amendment to the Preliminary and Final Site Plans shall be subject to the Developer's compliance with the then Applicable Laws, including without limitation the then existing Zoning Ordinances.

Article 2 Conditions of Development

2.1 Development Review Process. Prior to any construction on the Property, the Developer shall obtain the following development approvals:

2.1.1 Final Site Plan Submittal and Approval. The Developer shall prepare and submit a Final Site Plan for the Project that is consistent with the approved Preliminary Site Plan, Preliminary Site Plan Conditions and Conditional Use Permit included in **Exhibits B and C**. The Final Site Plan shall be prepared in accordance with this Agreement, the Zoning Ordinances, and all requirements of the City Engineer, Fire Marshal and Building Official.

2.1.2 Planning Commission review and approval of the (1) outdoor recreation amenity areas (courtyards), and (2) Apartment Building's exterior colors and materials.

2.1.3 An up-to-date letter from Jordan Valley Water Conservancy District indicating its ability to provide potable water to the Project.

2.1.4 An up-to-date letter from Cottonwood Improvement District indicating its ability to provide sewer service to the Project.

2.1.5 A binding agreement with the property owner of the shopping center to the south allowing emergency access for fire trucks to access the south sides of the Apartment Building as shown in **Exhibit D**, or an up-to-date written approval from the Fire Marshal indicating appropriate emergency access to the Project can occur by other means.

2.1.6 A binding agreement with the property owner of the shopping center to the south allowing pedestrian connections to and across its property to support pedestrian activity between the residential and commercial developments.

2.2 Adherence to Final Site Plan. The Developer agrees it will construct the Union Woods Project as shown on the Final Site Plan and in accordance with the Preliminary Site Plan Conditions and Conditional Use Permit.

2.3 Security for Off and On Site Public Improvements. The Developer agrees to complete all required off-site and on-site public improvements related to the Union Woods Project in accordance with the approved construction/civil plans submitted and reviewed as part of the Final Site Plan for the Project. The Developer shall guarantee such improvements through one or more infrastructure performance bonds consistent with the specific entity's infrastructure bonding policies and Utah Law. These bonds shall provide the financial security for the public improvements, including, but not limited to, water, sewer, public sidewalk and street improvements, surface drainage, and other public improvements. Infrastructure performance bonds shall be in place prior to any construction occurring on the Property.

2.4 Agreement to Comply with Specific Conditions of Approval.

2.4.1 Phasing. The commercial parking structure shall be constructed and functioning prior to any redevelopment of the existing parking lot on Lot 2 of the Property.

2.4.2 Access Points into the Project. For emergency access and circulation, there shall be two access points into and out of the Property which shall remain functional at all times and are compliant with the requirements of any governmental entity that has jurisdiction over the Property. This includes the direct access onto Union Park Avenue and the shared driveway access with the property to the north. A shared access with the property to the west may be considered in addition to or as an alternative for the shared driveway to the north, subject to the Developer receiving approvals from all governmental entities having jurisdiction over the Property and cooperation with associated property owners. Developer shall show the shared west access does not impact other development requirements for the Project or adjacent developments. These access points are shown in **Exhibit D**.

2.4.3 Shared Parking Between Commercial and Residential Uses. Developer shall comply with all shared parking requirements for the Apartment Building as set forth in City ordinances and as approved by the Planning Commission.

2.4.4 Shared Access and Parking Between Commercial and Residential Lots. An easement agreement between Lots 1 and 2 of the Union Woods Subdivision for shared vehicular and pedestrian access through the Property and allowance for residential parking in the commercial parking structure shall be recorded prior to the completion of the Apartment Building.

2.4.5 Site Improvements. All site improvements for each Lot in the Union Woods Subdivision, including irrigation, landscaping, walkways, recreation amenities (if applicable), trash enclosures, and site lighting, must be completed before the City will issue a Certificate of Occupancy for a structure on said Lot.

2.4.5.1 Landscaping Installation Exception. If seasonal conditions or site construction issues make landscaping installation unfeasible at the time the Developer requests a Certificate of Occupancy, the Developer shall guarantee the same through an irrevocable commitment of funds in the

form of a check to be provided by the Developer and deposited by the City in a reserve account established for such purpose.

2.4.5.2 Guarantee. In the event the Developer shall so guarantee the same, then the landscaping work shall be completed within six months of the Certificate of Occupancy being issued. The irrevocable commitment of funds shall be made available to the City to complete the landscaping work if the Developer fails to complete this requirement within the allotted time frame. This shall be the City's sole remedy in the event of any such failure. The fund amount shall be in the amount the City, with information provided by Developer, estimates it will cost to purchase the materials and to complete the landscaping work.

Article 3 General Terms and Conditions

3.1 Rights of Access. For the purpose of assuring compliance with this Development Agreement, upon reasonable advanced notice to the Developer, representatives of the City shall have the right of access to the Property and all buildings and structures thereon without charges or fees, during the period of construction for the purposes of inspection of the work being performed in connection with the structures, site improvements, and other Project elements. Such representatives shall comply with all safety rules of the Developer and its general contractor, including signing a standard construction area release. In addition, upon reasonable advanced notice to the Developer, the City shall have the right to enter the Property or any buildings or improvements thereon at all reasonable times for the purpose of exercising the City's remedies, including cure rights contained in this Agreement and for the construction, reconstruction, maintenance, repair or service of any public improvements or public facilities located on the Property.

3.2 Construction Agreement. This Development Agreement shall be constructed and interpreted to ensure the Developer complies with the requirements and conditions of the Preliminary Site Plan Conditions, Final Site Plan, Conditional Use Permit and the Zoning Ordinances.

3.3 Applicable Laws. Where this Development Agreement refers to laws of general applicability to the Union Woods Project, then, that language shall be deemed to refer to ordinances which apply to other similarly situated, subdivided properties within Midvale City and any other applicable laws, rules or regulations, which apply to the Developer's ownership, development and use of the Property, whether or not in existence on the date hereof, including without limitation any such ordinances, rules or regulations in existence on the date hereof that are subsequently amended or deleted (individually and collectively, the "Applicable Laws").

3.4 Agreements to Run with the Land. This Development Agreement shall be recorded against the 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 of the Developer in the ownership or development of any portion of the Union Woods Project or the Property.

3.5 Release of Developer. In the event of a transfer of the Property, the Developer shall obtain an assumption by the transferee of the Developer's obligations under this Development Agreement and, in such an event, the transferee shall be fully substituted as the Developer under this Agreement and the Developer executing this Agreement shall be released from any further obligations with respect to this Agreement.

3.6 Duration, Survival of Developer's Obligations and Rights. The term of this Development Agreement shall commence on the date this Agreement is executed by both Parties ("Commencement Date") and shall continue until whichever of the following events occurs first: (a) either Party terminates as provided herein; (b) by written agreement by both Parties; (c), 15 years from the Commencement Date; or (d) upon the completion of Developer's obligations and responsibilities described in this Agreement. Notwithstanding the foregoing, the Developer's rights, remedies, obligations and responsibilities shall survive and continue beyond termination of this Agreement as to subdivisions and/or site plans that have been given final approval, and for all off-site or other improvements the Developer was obligated to construct or make in connection with or as a condition of such final approval. Upon the termination of this Agreement as described above, the parties agree to promptly sign a memorandum of termination in a recordable form to be recorded against the Property.

3.7 Notices. Any notice, confirmation or other communication hereunder shall be given in writing by hand delivery (receipted); nationally-recognized, overnight courier service; United States mail; or facsimile (confirmed) to the following addresses or numbers:

Midvale City:

Midvale City Manager
MIDVALE CITY CORPORATION
7505 S. Holden Street
Midvale, UT 84047
FAX: (801) 567-0518

Midvale City Community Development Director
MIDVALE CITY CORPORATION
7505 S. Holden Street
Midvale, UT 84047
FAX: (801) 567-0518

Midvale City Attorney
MIDVALE CITY CORPORATION
7505 S. Holden Street
Midvale, UT 84047
FAX: (801) 567-0518

Developer:

Union Woods Acquisitions Partners, LLC
c/o Dustin S. Harris
Senior Managing Director
178 South Rio Grande Street, Suite 305
Salt Lake City, Utah 84101
Telephone: 801-456-0053
Email: dusty.harris@hines.com

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

3.8 Savings Clause; Severability. 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 this 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. If any part or provision of this Agreement shall be determined to be unconstitutional, invalid or unenforceable by a court of competent jurisdiction, then such a decision shall not affect any other part or provision of this Agreement except that specific provision determined to be unconstitutional, invalid or unenforceable. If any condition, covenant or other provision of this Agreement shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

3.9 No Third-Party Rights. This Development Agreement does not create any third-party beneficiary rights. It is specifically understood by the Parties that: (a) the development of the Property under this Agreement is a private development, (b) the City has no interest in or responsibilities for or duty to third parties concerning any improvements on the Property, and (c) the Developer shall have full power over and exclusive control of the Property subject to the obligations of the Developer under this Agreement and all Applicable Laws.

3.10 Integration. Except as otherwise specified and agreed in writing, this Development Agreement contains the entire agreement between the Parties with respect to the subject matter hereof and integrates all prior conversations, discussions or understandings of whatever kind or nature, and may only be modified by a subsequent writing duly executed by the Parties hereto. By this reference, the foregoing recitals and the attached exhibits are incorporated in and made a part of this Agreement by this reference.

3.11 Further Assurances. The Parties to this Development Agreement agree to reasonably cooperate with each other in effectuating the terms and conditions of this Agreement and, further, agree to execute such further agreements, conveyances and other instruments as may be required to carry out the intent and purpose of this Agreement.

3.12 Waiver: Time of Essence. No failure or delay in exercising any right, power or privilege hereunder on the part of any Party shall operate as a waiver hereof. No waiver shall be binding unless executed in writing by the Party making the waiver. Time is of the essence of this Development Agreement.

3.13 Obligations and Rights of Mortgage Lenders. Developer may finance the Property and may execute one or more mortgages, deeds of trust or other security arrangements with respect to the Property and may assign this Development Agreement to a holder of any such financial instrument without prior written notice to or consent of the City. The holder of any mortgage, deed of trust, or other security arrangement with respect to the Property, or any portion thereof, shall not be obligated under this Agreement by virtue of such assignment to construct or complete improvements or to guarantee such construction or completion, but shall otherwise be bound by all the terms and conditions of this Agreement which pertain to the Property or such portion thereof in which it holds an interest. Any such holder who takes title of the Property, or any portion thereof, pursuant to a foreclosure of a mortgage or a deed of trust, or deed in lieu of such foreclosure, shall take the Property, or such portion thereof, subject to all requirements and obligations of this Agreement and any pro rata claims for payments or charges against the Property, or such portion thereof, deed restrictions, or other obligations which accrue prior to the time such holder takes title to the Property. Nothing in this Agreement shall be deemed or construed to permit or authorize any such holder to devote the Property, or any portion thereof, to any uses, or to construct any improvements thereon, other than those uses and improvements provided for or authorized by this Agreement, and, as would be the case in any assignment, the purchaser of the Property from the holder shall be subject to all of the terms and conditions of this Agreement, including the obligation to complete all required amenities and improvements. Additionally, nothing herein shall be so construed as to prohibit a mortgage or deed of trust holder from providing security for the standard installation of development improvements pursuant to the Applicable Laws.

3.14 Disputes. In the event a dispute arises in the interpretation or administration of this Development Agreement or if the default mechanism contained herein shall not resolve a default under this Agreement, then prior to taking any action to terminate this Agreement every continuing dispute, difference, and disagreement shall be referred to a single mediator agreed upon by the Parties. If no single mediator can be agreed upon, a mediator or mediators shall be selected from the mediation panel maintained by the United States District Court for the District of Utah in accordance with any designation process maintained by such court. The Parties shall mediate such dispute, difference, or disagreement in a good faith attempt to resolve such dispute, difference or disagreement. The mediation shall be non-binding. Notwithstanding the foregoing, the Parties agree that the City retains the right to exercise enforcement of its police powers in the event the Developer is in direct violation of a provision of this Agreement or of any Applicable Law.

3.15 Institution of Legal Action; Restriction on Remedies. In the event that the mediation does not resolve a dispute, either Party may institute legal action to cure, correct, or remedy any default or breach, to specifically enforce any covenants or agreements set forth in this Development Agreement or to enjoin any threatened or attempted violation of this Agreement, or to terminate this Agreement; provided, however, the Parties agree that in no event shall either Party seek or be entitled to money damages for any breach, default or violation of this Agreement. Legal actions shall be instituted in the Third Judicial District Court of the County of Salt Lake, State of Utah.

3.16 Counterparts. This Development Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

3.17 Costs and Expenses; Attorneys' Fees. Except as otherwise specifically provided herein, each Party shall bear its own costs and expenses (including legal and consulting fees) in connection with this Development Agreement and the negotiation of all agreements and preparation of documents contemplated by this Agreement. In the event of a breach or dispute arising under this Agreement, the non-breaching Party or the Party prevailing in such dispute shall be entitled to recover from the breaching or non-prevailing Party its costs, including, without limitation, court costs, reasonable attorneys' fees, expert witness fees, fax, copy, telephone and other incidental charges.

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 Union Woods Acquisitions Partners, LLC as of the above stated date.

[signature and acknowledgment pages follow]

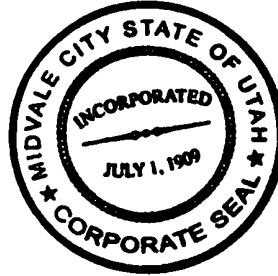
CITY:

MIDVALE CITY CORPORATION

By: JoAnn Seghini
JoAnn Seghini, Mayor

ATTEST:

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



APPROVED AS TO FORM:

Lisa Garner
Lisa Garner
City Attorney

STATE OF UTAH)
: ss
COUNTY OF SALT LAKE)

On the 19th day of July, 2017, personally appeared before me JoAnn Seghini, who being by me duly sworn did say she is the Mayor of Midvale City Corporation, and that the within and foregoing instrument was signed on behalf of such Corporation.

Rori L. Andreason
Notary Public
Residing at: Midvale, UT

My Commission Expires:

11-01-2020



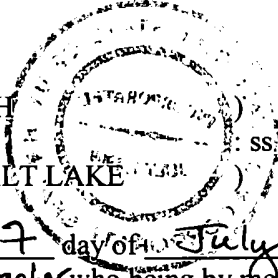
DEVELOPER:

UNION WOODS ACQUISITIONS PARTNERS, LLC,
A Utah limited liability company

By: [Signature]
Its: Dustin Eberspacher

STATE OF UTAH

COUNTY OF SALT LAKE



On the 17 day of July, 2017, personally appeared before me Dustin Eberspacher, who being by me duly sworn did say he/she is MANAGER of Union Woods Acquisitions Partners, LLC, a Utah limited liability company, and that he/she had signed the within and foregoing instrument on behalf of such limited liability company.

[Signature]
Notary Public
Residing at: Midvale City

My Commission Expires:

07/11/18

NOTARY SIGNATURE AND SEAL

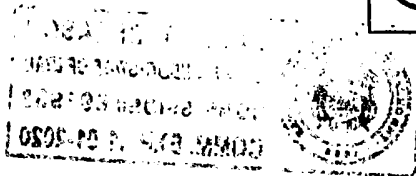
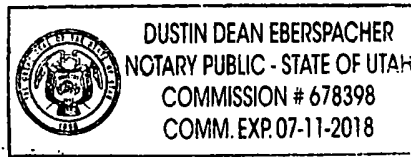


EXHIBIT A

Legal Description of the Property

That certain real property located in Salt Lake County, Utah, as more particularly described as follows:

Lots 1 and 2, "Union Woods Subdivision" recorded with the County Recorder for Salt Lake County, Utah on June 8, 2017 as Entry No. 12551789 in Book 2017P at Page 135.

EXHIBIT B

Preliminary Site Plan Conditions



7505 South Holden Street
Midvale, Utah 84047
Phone (801) 567-7200
www.midvalecity.org

April 17, 2017

Mr. Dusty Harris
Union Woods Acquisition
178 S. Rio Grande St. #305
Salt Lake City, UT 84101
dusty.harris@hines.com

Subject: Planning Commission's Revised Preliminary Site Plan & Conditional Use Permit
Conditions of Approval for the Union Woods Project @ 7090 S. Union Park Ave.

Dear Mr. Harris:

This letter is to confirm action taken by the Midvale City Planning Commission at its meeting held on April 12, 2017 following additional review of the traffic study and access easement conditions from its October 12, 2016 approval of the Preliminary Site Plan and Conditional Use Permit for the Union Woods Project at 7090 South Union Park Avenue. Based on the information provided by you, with further review of this information by City Staff, it was the decision of Planning Commission to revise the conditions regarding the traffic study and access easement with all other conditions remaining. With this decision, the Planning Commission has approved the Preliminary Site Plan and Conditional Use Permit for the Union Woods Project with the following findings and conditions:

Findings:

1. With the conditions included with the Planning Commission's approval, the proposed preliminary site plan complies with the development standards and requirements of the Regional Commercial Zone and the Regional Commercial Residential Overlay;
2. The proposed recreational amenity areas are appropriate and adequate for the proposed multi-family development in concept;

3. Because of the proposed proximity and pedestrian connections between the proposed apartment building and commercial parking structure, some of the required parking stalls for the proposed apartment building may be located in the proposed commercial parking structure, provided the number of stalls does not exceed 12% of the required apartment building parking and the number of parking stalls in the parking structure is at least 260 stalls;
4. With the proposed design and architectural details of the apartment building, including: the northeast corner having two story store front windows; the ground floor parking level having screened openings similar to window openings; the exterior material and color variations; and the building location not being directly adjacent to a public right-of-way; the two levels of podium parking and reduction in the amount of ground floor glass along the north elevation are appropriate;
5. The overall proposed apartment building design, including balconies, façade shifts, and variation in exterior materials and colors, is appropriate for the area; and
6. Based on the location, design and the exterior materials and colors being compatible with the existing office building and proposed apartment building, the proposed commercial parking structure is appropriate for the area.

Conditions of Preliminary Site Plan Approval:

1. This approval is contingent upon the City Council approving the general plan amendment changing the land use designation from office to mixed use and rezoning Lot 2 of the Union Woods Subdivision to include the Regional Commercial Residential Overlay.
2. The applicant shall obtain a “will serve” letter from Cottonwood Improvement District for sewer service prior to approval of the development agreement.
3. The applicant shall comply with all requirements from the City Engineer and Fire Marshal.
4. The applicant shall continue to work with Salt Lake Public Utilities in addressing and resolving any issues with the East Jordan Canal easement.
5. The apartment building and commercial parking structure shall comply with the International Building Code. At a minimum, the stairwell door proposed at the southwest corner of the parking structure will need to be relocated.
6. A snow removal plan for the site shall be prepared and approved by the City Planner
7. A landscape plan documentation package shall be prepared. This plan shall include all plant materials, sizes and irrigation. The plan shall also include the following:
 - Protection of existing landscaping to remain.
 - Five additional street trees along Union Park Avenue to bring current office area landscaping into compliance with current street tree requirement of one tree per 30 feet of frontage.
 - Building foundation landscaping along the north elevation of residential building; and the north, south and east elevations of the commercial parking structure.
 - Twenty-five percent of the new trees and shrubs are required to be an evergreen variety.
 - One tree for every 400 square feet of landscape area.

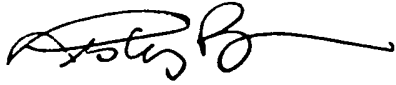
- Additional columnar type trees planted along the east and south parking structure elevations.
8. Detailed plans for the outdoor recreational amenity areas (courtyards) shall be prepared and reviewed by the Planning and Zoning Commission at such time as the final site plan is submitted.
 9. Crosswalks, where the proposed and existing walkways cross driveways through the site, shall be stamped concrete or asphalt, or other distinguishable material.
 10. The applicant shall work with the owner of The Shops at Fort Union and receive permission to construct the proposed walkway connections across The Shops' property.
 11. The applicant shall verify parking stall counts in the podium style parking in the apartment building and provide the parking layout for all levels in the commercial parking structure prior to submittal of the final site plan
 12. An exterior lighting plan, complying with the City's exterior lighting standards, for the surface parking areas, including the existing surface parking lot, and the parking structure shall be prepared and approved.
 13. The building elevations for the apartment building and commercial parking structure shall clearly show all exterior materials and colors. Color samples shall be provided to the Planning and Zoning Commission.
 14. A detail of the trash enclosure for the existing office building shall be prepared. The enclosure shall provide complete screening and be compatible with the building and parking structure.
 15. The final site plan shall be prepared in accordance with Section 17-3-3 E of the Zoning Ordinance and shall be reviewed and approved by the City Engineer, Fire Marshal and City Planner. The final site plan shall address the conditions of this approval.
 16. The applicant shall work with the City in drafting a development agreement for this project site. This agreement will need to be executed in conjunction with the effective date of the ordinance approving the rezone to allow the Regional Commercial Residential Overlay. The development agreement shall include a phasing land construction management plan addressing, at a minimum, how the existing office building will function during construction and provide temporary parking location(s) if necessary.
 17. The applicant shall legally record the agreement to allow parking between the residential building and the commercial parking structure in perpetuity.
 18. The applicant shall review with the Planning and Zoning Commission the final exterior color scheme before the final site plan is submitted, and show that the exterior finishes will not exceed the amount of stucco allowed.
 19. A requirement to restripe the thru and left and right turn lanes on the access road to Union Park Avenue shall be included on the final site plan.

Conditional Use Permit Approval

Based on the site plan with the approved conditions adequately addressing the conditional use criteria, it was the decision of the Planning Commission to approve the conditional use permit allowing a multi-family residential use within this project. This permit is contingent upon the City Council approving the requested general plan amendment, rezone and development agreement for this project.

If you have any questions regarding this decision, please contact me at (801) 567-7229.

Sincerely,

A handwritten signature in black ink, appearing to read 'Lesley Burns', with a long horizontal flourish extending to the right.

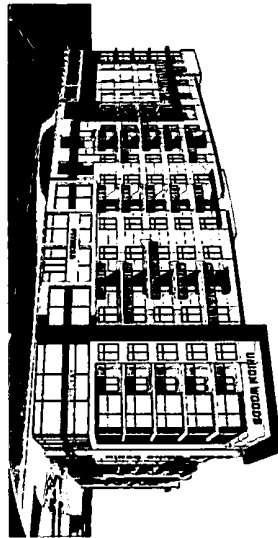
Lesley Burns
City Planner

/lb

EXHIBIT C
Preliminary Site Plan

UNION WOODS

MIDVALE, UTAH



Project Team

OWNER:
 Union Woods
 1000 South Main Street
 Salt Lake City, UT 84101
 (801) 466-0099
 A/E/C: Dustin Harris

ARCHITECT:
 Architects Orange
 1111 North Main Street
 Orange, CA 92668
 (714) 655-8880
 A/E/C: Todd Symantek

CIVIL ENGINEER:
 ACEVEDO ENGINEERING
 8410 North 2000 West
 Sandy, UT 84070
 (801) 224-7700 Ext. 114
 A/E/C: Ted Deas

CITY OF MIDVALE:
 Planning Department
 7205 South
 Midvale, Utah 84047
 801 567 7229
 A/E/C: Leahy Burns

PROJECT SITE:
 7080 South Union Park Avenue

Residential Building/Unit Tabulation

UNIT #	TYPE	SQ. FT.	NO. OF UNITS	TOTAL SQ. FT.
101	1-BR	750	1	750
102	1-BR	750	1	750
103	1-BR	750	1	750
104	1-BR	750	1	750
105	1-BR	750	1	750
106	1-BR	750	1	750
107	1-BR	750	1	750
108	1-BR	750	1	750
109	1-BR	750	1	750
110	1-BR	750	1	750
111	1-BR	750	1	750
112	1-BR	750	1	750
113	1-BR	750	1	750
114	1-BR	750	1	750
115	1-BR	750	1	750
116	1-BR	750	1	750
117	1-BR	750	1	750
118	1-BR	750	1	750
119	1-BR	750	1	750
120	1-BR	750	1	750
121	1-BR	750	1	750
122	1-BR	750	1	750
123	1-BR	750	1	750
124	1-BR	750	1	750
125	1-BR	750	1	750
126	1-BR	750	1	750
127	1-BR	750	1	750
128	1-BR	750	1	750
129	1-BR	750	1	750
130	1-BR	750	1	750
131	1-BR	750	1	750
132	1-BR	750	1	750
133	1-BR	750	1	750
134	1-BR	750	1	750
135	1-BR	750	1	750
136	1-BR	750	1	750
137	1-BR	750	1	750
138	1-BR	750	1	750
139	1-BR	750	1	750
140	1-BR	750	1	750
141	1-BR	750	1	750
142	1-BR	750	1	750
143	1-BR	750	1	750
144	1-BR	750	1	750
145	1-BR	750	1	750
146	1-BR	750	1	750
147	1-BR	750	1	750
148	1-BR	750	1	750
149	1-BR	750	1	750
150	1-BR	750	1	750
151	1-BR	750	1	750
152	1-BR	750	1	750
153	1-BR	750	1	750
154	1-BR	750	1	750
155	1-BR	750	1	750
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157	1-BR	750	1	750
158	1-BR	750	1	750
159	1-BR	750	1	750
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162	1-BR	750	1	750
163	1-BR	750	1	750
164	1-BR	750	1	750
165	1-BR	750	1	750
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167	1-BR	750	1	750
168	1-BR	750	1	750
169	1-BR	750	1	750
170	1-BR	750	1	750
171	1-BR	750	1	750
172	1-BR	750	1	750
173	1-BR	750	1	750
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179	1-BR	750	1	750
180	1-BR	750	1	750
181	1-BR	750	1	750
182	1-BR	750	1	750
183	1-BR	750	1	750
184	1-BR	750	1	750
185	1-BR	750	1	750
186	1-BR	750	1	750
187	1-BR	750	1	750
188	1-BR	750	1	750
189	1-BR	750	1	750
190	1-BR	750	1	750
191	1-BR	750	1	750
192	1-BR	750	1	750
193	1-BR	750	1	750
194	1-BR	750	1	750
195	1-BR	750	1	750
196	1-BR	750	1	750
197	1-BR	750	1	750
198	1-BR	750	1	750
199	1-BR	750	1	750
200	1-BR	750	1	750

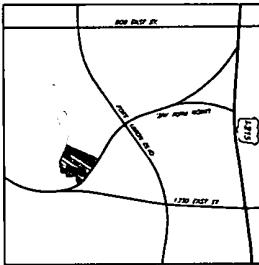
Residential Parking Tabulation

TYPE	NO. OF SPACES	TOTAL
Garage	100	100
Surface	100	100
Total	200	200

Office Parking Tabulation

TYPE	NO. OF SPACES	TOTAL
Garage	100	100
Surface	100	100
Total	200	200

Vicinity Map - NTS



Res. Building Area

Area	Area (sq. ft.)
Residential Building	150,000
Parking	40,000
Total	190,000

Residential Open Space Tabulation

Area	Area (sq. ft.)
Open Space	100,000
Total	100,000

Residential Open Space Provided

Area	Area (sq. ft.)
Open Space	100,000
Total	100,000

Impervious Coverage

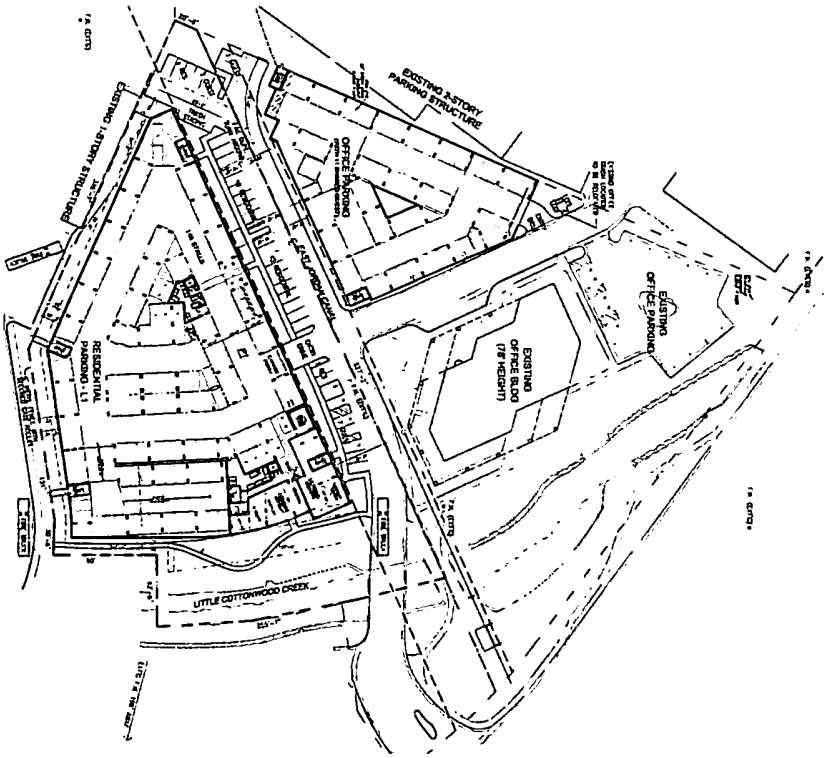
Area	Area (sq. ft.)
Impervious Coverage	100,000
Total	100,000

Sheet Index

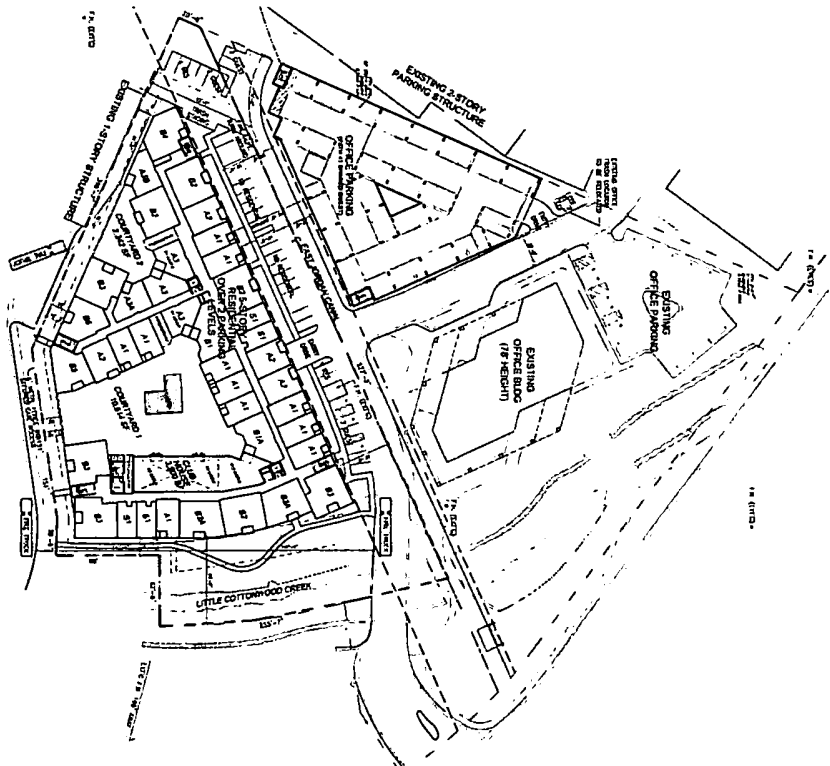
- ARCHITECTURE
- A1.0 Title Sheet
- A1.1 F.R. & Street Lights Diagram
- A2.1 Solid Waste Plan
- A3.0 Garage Plan Level 1
- A3.1 Garage Plan Level 2
- A3.2 1st Residential Level
- A3.3 2nd Residential Level
- A3.4 3rd Residential Level
- A3.5 Open Space/Impervious Coverage
- A4.0 Residential Building Elevations
- A4.1 Residential Perspectives
- A4.2 Office Practice Structures Elevations
- A4.3 Office Practice Structures Perspectives
- A5.0 Conceptual Landscape Plan
- CIVIL ENGINEER
- C1 AT/M NSRP Land Title Survey
- C2 AT/M NSRP Land Title Survey

UNION WOODS MIDVALE, UTAH
 HINES

A-1.0
 TITLE SHEET
 ARCHITECTS ORANGE
 1111 NORTH MAIN STREET
 ORANGE, CA 92668
 (714) 655-8880
 WWW.ARCHITECTSORANGE.COM



SITE PLAN - GARAGE LEVEL 1



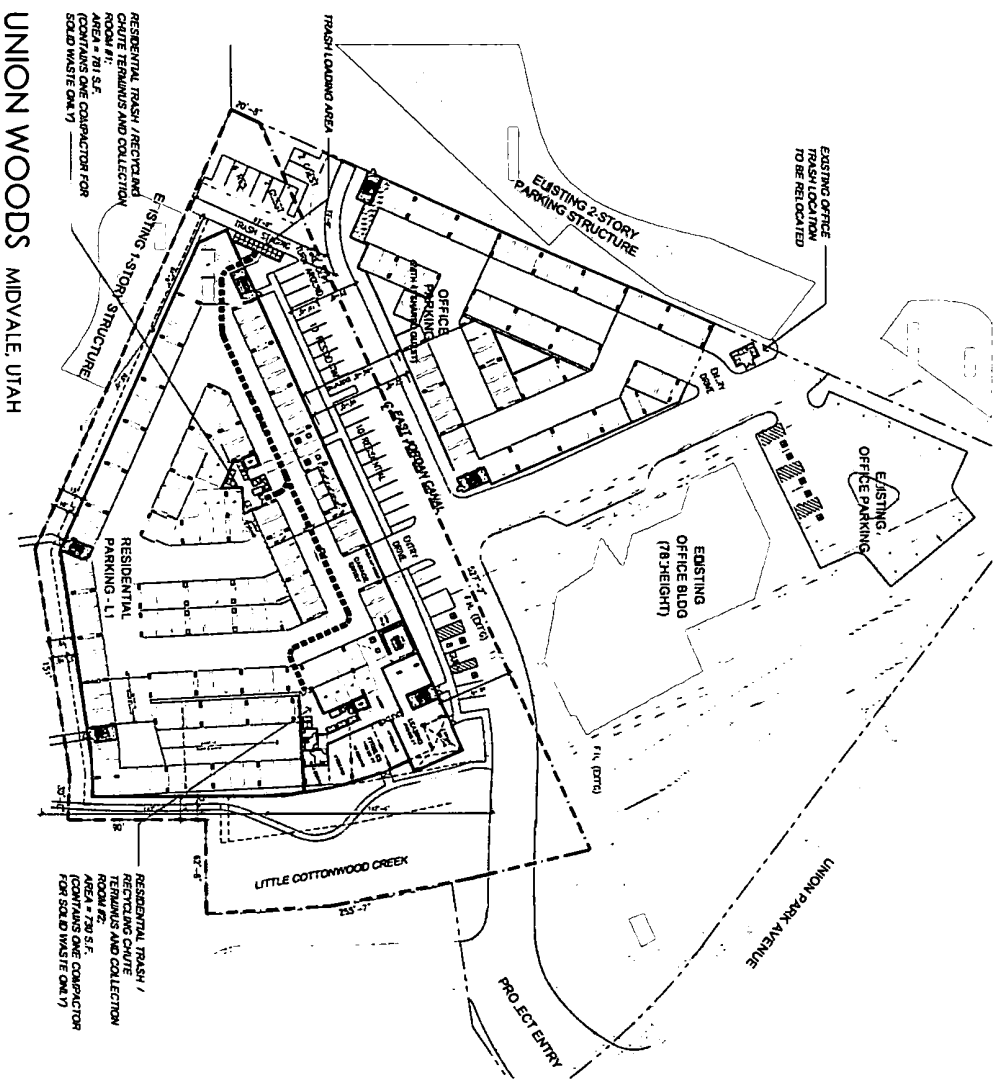
SITE PLAN - PODIUM LEVEL / 1ST RESIDENTIAL LEVEL

UNION WOODS MIDVALE, UTAH
 HINES

SCALE: 1" = 4'-0"
 SITE PLAN - RESIDENTIAL
 GARAGE AND PODIUM LEVELS
 ARCHITECTS ORANGE
 154 NORTH ORANGE AVENUE, SUITE C-2200
 ORANGE, UTAH 84057
 (435) 688-8888
A-2.0

UNION WOODS MIDVALE, UTAH
 HINES

CONCEPTUAL SOLID WASTE PLAN



RESIDENTIAL TRASH NARRATIVE

Analysis and design of trash is based on existing and future residential units and their associated trash generation. The trash collection system is designed to handle the maximum amount of trash generated by the units. The trash collection system is designed to be flexible and adaptable to future changes in the development. The trash collection system is designed to be efficient and cost-effective. The trash collection system is designed to be safe and secure. The trash collection system is designed to be aesthetically pleasing. The trash collection system is designed to be easy to use and maintain. The trash collection system is designed to be reliable and durable. The trash collection system is designed to be environmentally friendly. The trash collection system is designed to be socially responsible. The trash collection system is designed to be a model for other developments. The trash collection system is designed to be a source of pride for the community. The trash collection system is designed to be a symbol of the developer's commitment to quality and excellence. The trash collection system is designed to be a testament to the developer's vision and leadership. The trash collection system is designed to be a legacy for future generations. The trash collection system is designed to be a part of the community's history. The trash collection system is designed to be a source of inspiration for others. The trash collection system is designed to be a catalyst for change. The trash collection system is designed to be a force for good. The trash collection system is designed to be a beacon of hope. The trash collection system is designed to be a source of strength. The trash collection system is designed to be a symbol of unity. The trash collection system is designed to be a testament to the power of human ingenuity. The trash collection system is designed to be a source of pride for the community. The trash collection system is designed to be a symbol of the developer's commitment to quality and excellence. The trash collection system is designed to be a legacy for future generations. The trash collection system is designed to be a part of the community's history. The trash collection system is designed to be a source of inspiration for others. The trash collection system is designed to be a catalyst for change. The trash collection system is designed to be a force for good. The trash collection system is designed to be a beacon of hope. The trash collection system is designed to be a source of strength. The trash collection system is designed to be a symbol of unity. The trash collection system is designed to be a testament to the power of human ingenuity.

RESIDENTIAL TRASH COLLECTION SUMMARY

1. TRASH COLLECTION SYSTEM SHALL BE DESIGNED TO HANDLE THE MAXIMUM AMOUNT OF TRASH GENERATED BY THE UNITS. THE TRASH COLLECTION SYSTEM SHALL BE FLEXIBLE AND ADAPTABLE TO FUTURE CHANGES IN THE DEVELOPMENT. THE TRASH COLLECTION SYSTEM SHALL BE EFFICIENT AND COST-EFFECTIVE. THE TRASH COLLECTION SYSTEM SHALL BE SAFE AND SECURE. THE TRASH COLLECTION SYSTEM SHALL BE AESTHETICALLY PLEASING. THE TRASH COLLECTION SYSTEM SHALL BE EASY TO USE AND MAINTAIN. THE TRASH COLLECTION SYSTEM SHALL BE RELIABLE AND DURABLE. THE TRASH COLLECTION SYSTEM SHALL BE ENVIRONMENTALLY FRIENDLY. THE TRASH COLLECTION SYSTEM SHALL BE SOCIALLY RESPONSIBLE. THE TRASH COLLECTION SYSTEM SHALL BE A MODEL FOR OTHER DEVELOPMENTS. THE TRASH COLLECTION SYSTEM SHALL BE A SOURCE OF PRIDE FOR THE COMMUNITY. THE TRASH COLLECTION SYSTEM SHALL BE A SYMBOL OF THE DEVELOPER'S COMMITMENT TO QUALITY AND EXCELLENCE. THE TRASH COLLECTION SYSTEM SHALL BE A LEGACY FOR FUTURE GENERATIONS. THE TRASH COLLECTION SYSTEM SHALL BE A PART OF THE COMMUNITY'S HISTORY. THE TRASH COLLECTION SYSTEM SHALL BE A SOURCE OF INSPIRATION FOR OTHERS. THE TRASH COLLECTION SYSTEM SHALL BE A CATALYST FOR CHANGE. THE TRASH COLLECTION SYSTEM SHALL BE A FORCE FOR GOOD. THE TRASH COLLECTION SYSTEM SHALL BE A BEACON OF HOPE. THE TRASH COLLECTION SYSTEM SHALL BE A SOURCE OF STRENGTH. THE TRASH COLLECTION SYSTEM SHALL BE A SYMBOL OF UNITY. THE TRASH COLLECTION SYSTEM SHALL BE A TESTAMENT TO THE POWER OF HUMAN INGENUITY.

No.	Description	Solid Waste Collection		Total Area (sq ft)
		Area (sq ft)	Volume (cu yd)	
1	Residential Trash/Recycling Chute Terminal and Collection Room	17	1.0	17
2	Residential Trash/Recycling Chute Terminal and Collection Room	730	41.7	730
3	Residential Trash/Recycling Chute Terminal and Collection Room	17	1.0	17
4	Residential Trash/Recycling Chute Terminal and Collection Room	17	1.0	17
5	Residential Trash/Recycling Chute Terminal and Collection Room	17	1.0	17
6	Residential Trash/Recycling Chute Terminal and Collection Room	17	1.0	17
7	Residential Trash/Recycling Chute Terminal and Collection Room	17	1.0	17
8	Residential Trash/Recycling Chute Terminal and Collection Room	17	1.0	17
9	Residential Trash/Recycling Chute Terminal and Collection Room	17	1.0	17
10	Residential Trash/Recycling Chute Terminal and Collection Room	17	1.0	17
11	Residential Trash/Recycling Chute Terminal and Collection Room	17	1.0	17
12	Residential Trash/Recycling Chute Terminal and Collection Room	17	1.0	17
13	Residential Trash/Recycling Chute Terminal and Collection Room	17	1.0	17
14	Residential Trash/Recycling Chute Terminal and Collection Room	17	1.0	17
15	Residential Trash/Recycling Chute Terminal and Collection Room	17	1.0	17
16	Residential Trash/Recycling Chute Terminal and Collection Room	17	1.0	17
17	Residential Trash/Recycling Chute Terminal and Collection Room	17	1.0	17
18	Residential Trash/Recycling Chute Terminal and Collection Room	17	1.0	17
19	Residential Trash/Recycling Chute Terminal and Collection Room	17	1.0	17
20	Residential Trash/Recycling Chute Terminal and Collection Room	17	1.0	17
21	Residential Trash/Recycling Chute Terminal and Collection Room	17	1.0	17
22	Residential Trash/Recycling Chute Terminal and Collection Room	17	1.0	17
23	Residential Trash/Recycling Chute Terminal and Collection Room	17	1.0	17
24	Residential Trash/Recycling Chute Terminal and Collection Room	17	1.0	17
25	Residential Trash/Recycling Chute Terminal and Collection Room	17	1.0	17
26	Residential Trash/Recycling Chute Terminal and Collection Room	17	1.0	17
27	Residential Trash/Recycling Chute Terminal and Collection Room	17	1.0	17
28	Residential Trash/Recycling Chute Terminal and Collection Room	17	1.0	17
29	Residential Trash/Recycling Chute Terminal and Collection Room	17	1.0	17
30	Residential Trash/Recycling Chute Terminal and Collection Room	17	1.0	17
31	Residential Trash/Recycling Chute Terminal and Collection Room	17	1.0	17
32	Residential Trash/Recycling Chute Terminal and Collection Room	17	1.0	17
33	Residential Trash/Recycling Chute Terminal and Collection Room	17	1.0	17
34	Residential Trash/Recycling Chute Terminal and Collection Room	17	1.0	17
35	Residential Trash/Recycling Chute Terminal and Collection Room	17	1.0	17
36	Residential Trash/Recycling Chute Terminal and Collection Room	17	1.0	17
37	Residential Trash/Recycling Chute Terminal and Collection Room	17	1.0	17
38	Residential Trash/Recycling Chute Terminal and Collection Room	17	1.0	17
39	Residential Trash/Recycling Chute Terminal and Collection Room	17	1.0	17
40	Residential Trash/Recycling Chute Terminal and Collection Room	17	1.0	17
41	Residential Trash/Recycling Chute Terminal and Collection Room	17	1.0	17
42	Residential Trash/Recycling Chute Terminal and Collection Room	17	1.0	17
43	Residential Trash/Recycling Chute Terminal and Collection Room	17	1.0	17
44	Residential Trash/Recycling Chute Terminal and Collection Room	17	1.0	17
45	Residential Trash/Recycling Chute Terminal and Collection Room	17	1.0	17
46	Residential Trash/Recycling Chute Terminal and Collection Room	17	1.0	17
47	Residential Trash/Recycling Chute Terminal and Collection Room	17	1.0	17
48	Residential Trash/Recycling Chute Terminal and Collection Room	17	1.0	17
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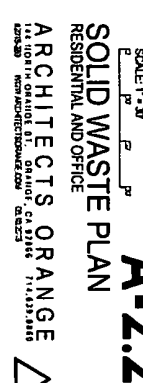
CAPACITY REQUIREMENTS

1. THE TRASH COLLECTION SYSTEM SHALL BE DESIGNED TO HANDLE THE MAXIMUM AMOUNT OF TRASH GENERATED BY THE UNITS. THE TRASH COLLECTION SYSTEM SHALL BE FLEXIBLE AND ADAPTABLE TO FUTURE CHANGES IN THE DEVELOPMENT. THE TRASH COLLECTION SYSTEM SHALL BE EFFICIENT AND COST-EFFECTIVE. THE TRASH COLLECTION SYSTEM SHALL BE SAFE AND SECURE. THE TRASH COLLECTION SYSTEM SHALL BE AESTHETICALLY PLEASING. THE TRASH COLLECTION SYSTEM SHALL BE EASY TO USE AND MAINTAIN. THE TRASH COLLECTION SYSTEM SHALL BE RELIABLE AND DURABLE. THE TRASH COLLECTION SYSTEM SHALL BE ENVIRONMENTALLY FRIENDLY. THE TRASH COLLECTION SYSTEM SHALL BE SOCIALLY RESPONSIBLE. THE TRASH COLLECTION SYSTEM SHALL BE A MODEL FOR OTHER DEVELOPMENTS. THE TRASH COLLECTION SYSTEM SHALL BE A SOURCE OF PRIDE FOR THE COMMUNITY. THE TRASH COLLECTION SYSTEM SHALL BE A SYMBOL OF THE DEVELOPER'S COMMITMENT TO QUALITY AND EXCELLENCE. THE TRASH COLLECTION SYSTEM SHALL BE A LEGACY FOR FUTURE GENERATIONS. THE TRASH COLLECTION SYSTEM SHALL BE A PART OF THE COMMUNITY'S HISTORY. THE TRASH COLLECTION SYSTEM SHALL BE A SOURCE OF INSPIRATION FOR OTHERS. THE TRASH COLLECTION SYSTEM SHALL BE A CATALYST FOR CHANGE. THE TRASH COLLECTION SYSTEM SHALL BE A FORCE FOR GOOD. THE TRASH COLLECTION SYSTEM SHALL BE A BEACON OF HOPE. THE TRASH COLLECTION SYSTEM SHALL BE A SOURCE OF STRENGTH. THE TRASH COLLECTION SYSTEM SHALL BE A SYMBOL OF UNITY. THE TRASH COLLECTION SYSTEM SHALL BE A TESTAMENT TO THE POWER OF HUMAN INGENUITY.

CAPACITY PROVISIONS

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VERTICAL WASTE COMPACTOR DETAIL

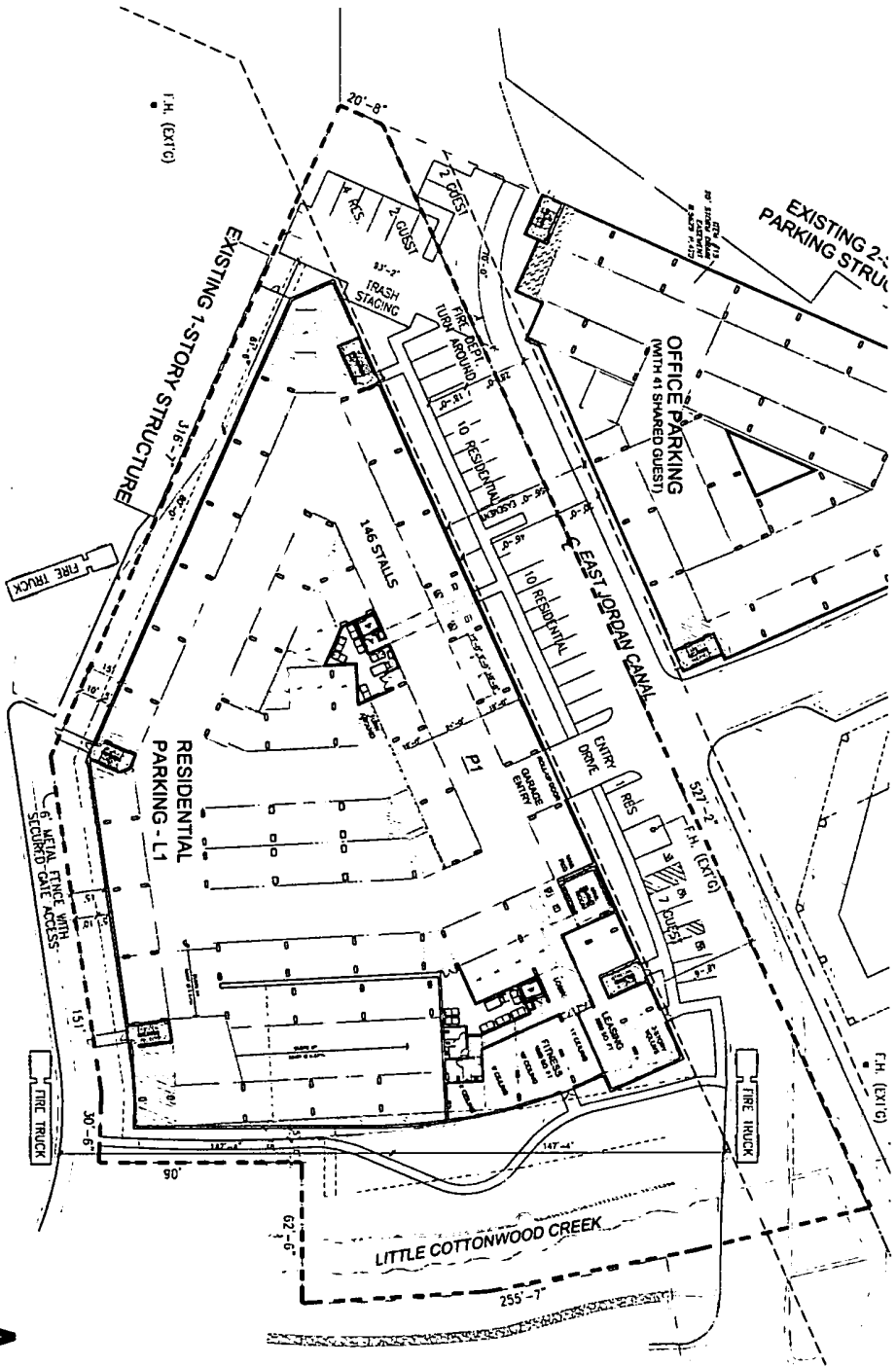


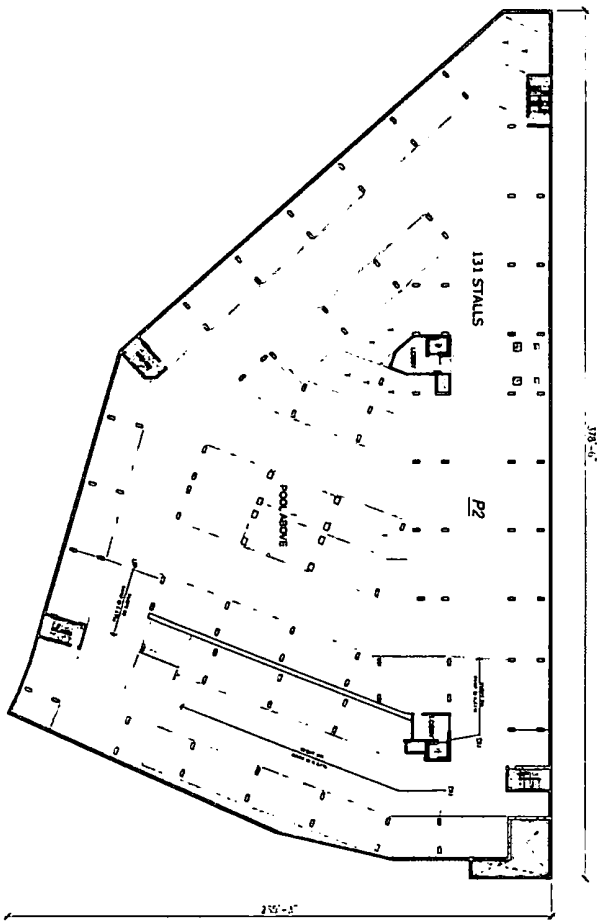
SCALE: 1" = 30"
 SOLID WASTE PLAN
 ARCHITECTS ORANGE
 110 NORTH ORANGE ST. SUITE 200, ORANGE, CA 92667
 TEL: 714.939.8115 FAX: 714.939.8116

UNION WOODS MIDVALE, UTAH
 HINES

RESIDENTIAL PARKING STRUCTURE - LEVEL 1

SCALE: 1" = 20'
 GARAGE PLAN - RESIDENTIAL
 GARAGE LEVEL 1
A-3.30
 ARCHITECTS ORANGE
 1411 N. 1000 E. SUITE 100, CLAYTON, UT 84015
 (801) 466-1000
 WWW.ARCHITECTSORANGE.COM





RESIDENTIAL PARKING STRUCTURE - LEVEL 2

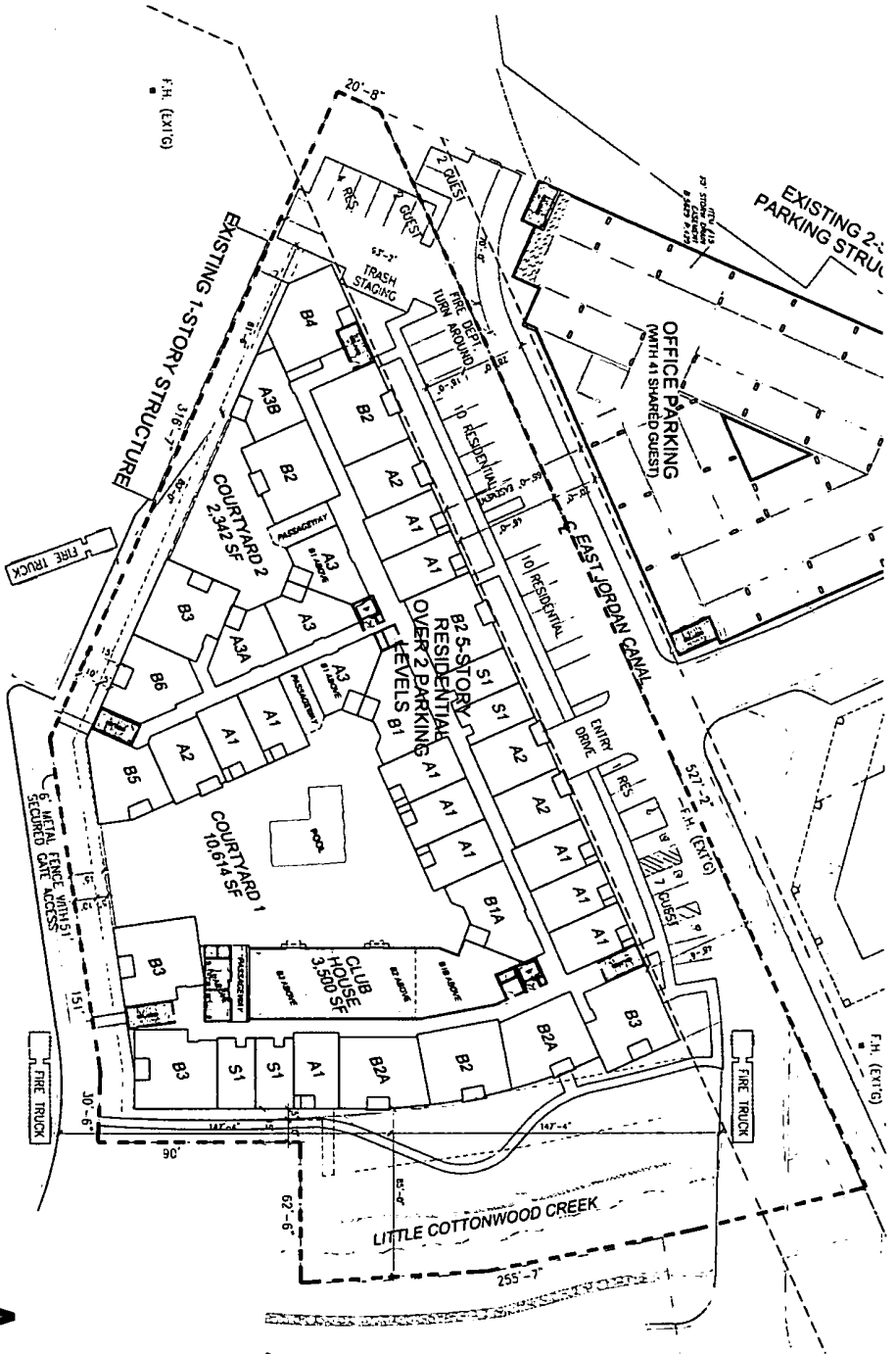
UNION WOODS MIDVALE, UTAH
 HINES

SCALE: 1" = 20'
 GARAGE PLAN - RESIDENTIAL
 GARAGE LEVEL 2
A-3.1
 ARCHITECTS ORANGE
 114 NORTH ORANGE ST. ORANGE, CA 92668 714.337.9888
 4852200 HIRSHFELDT@ARCHITECTSORANGE.COM

UNION WOODS MIDVALE, UTAH
 HINES

PODIUM LEVEL/ 1ST RESIDENTIAL LEVEL

SCALE: 1" = 20'
 RESIDENTIAL BUILDING PLAN
 PODIUM LEVEL/ 1ST RESIDENTIAL LEVEL
 ARCHITECTS ORANGE
 4206 S 200 W, SUITE 100, MIDVALE, UT 84002
 WWW.ARCHITECTSORANGE.COM
 © 2020



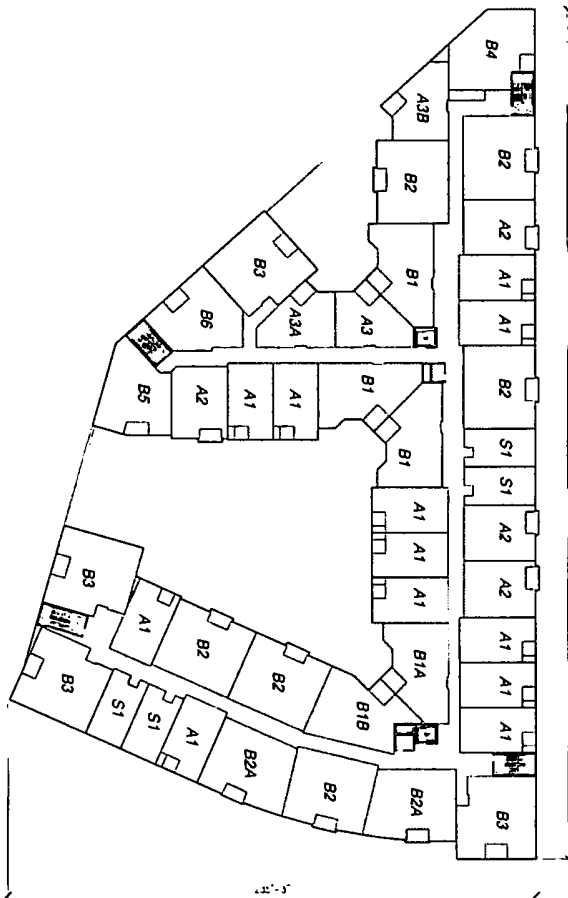
UNION WOODS MIDVALE, UTAH
 HINES



2ND RESIDENTIAL LEVEL OVER PODIUM LEVEL

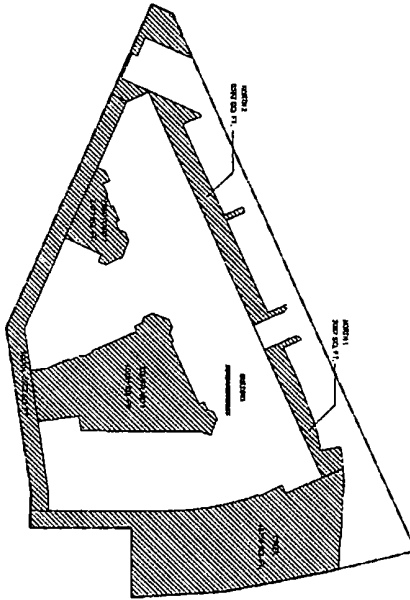
SCALE: 1" = 20'
 RESIDENTIAL BUILDING PLAN
 PODIUM LEVEL/ 2ND RESIDENTIAL LEVEL
 ARCHITECTS ORANGE
 144 NORTH ORANGE STREET, SUITE 200, ORANGE, CALIFORNIA 92667
 714.761.1111
A-3.3

UNION WOODS MIDVALE, UTAH
 HINES



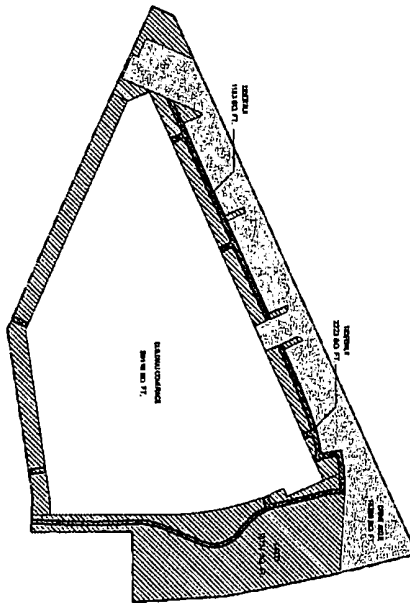
3RD-5TH RESIDENTIAL LEVEL OVER PODIUM LEVEL

A-3.4
 RESIDENTIAL BUILDING PLAN
 PODIUM LEVEL/3RD - 5TH RESIDENTIAL LEVEL
 ARCHITECTS ORANGE
 141 NORTH ORANGE STREET, SUITE 200, ORANGE, CA 92667
 PH: 714.937.7888
 WWW.ARCHITECTSORANGE.COM



RESIDENTIAL OPEN SPACE DIAGRAM

Common Open Space Required	
TOTAL SITE AREA	100%
TOTAL PERMITTED	32.15%
Common Open Space Provided	
Open Area Section	10.86%
Plant Land 1	3.41%
Plant Land 2	8.15%
Landscaping Open Area	8.83%
Landscaping Open Area	7.00%
TOTAL PERMITTED	42.84%

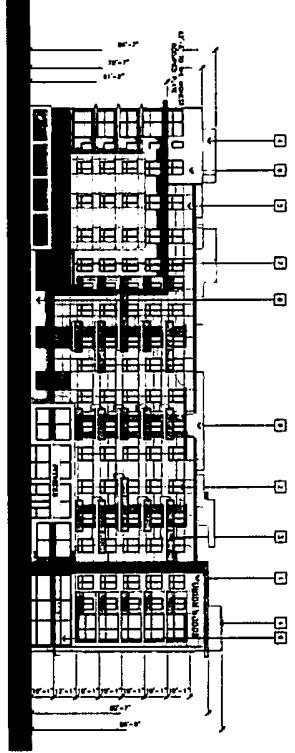


IMPERVIOUS COVERAGE DIAGRAM

ImperVIOUS/Pervious Coverage on Grade	
IMPERVIOUS COVERAGE AT GRADE	PROVIDED
Driv. Walk and Parking	16.50%
Roofs	3.40%
TOTAL IMPERVIOUS COVERAGE	20.00%
PERVIOUS COVERAGE AT GRADE	PROVIDED
Landscaping (Impervious 17%)	17.00%
TOTAL IMPERVIOUS COVERAGE	42.84%
TOTAL PERMITTED	32.15%

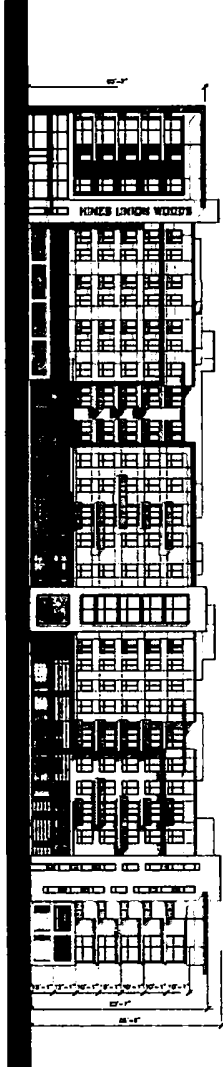
UNION WOODS MIDVALE, UTAH
 HINES

SCALE: 1" = 40'
 OPEN AREA/IMPERVIOUS
 OPEN SPACE DIAGRAM AND IMPERVIOUS COVERAGE
 ARCHITECTS ORANGE
 114 UNDERWOOD ST. ORANGE, CA 92668
 714.537.8188
 WWW.ARCHITECTSORANGE.COM

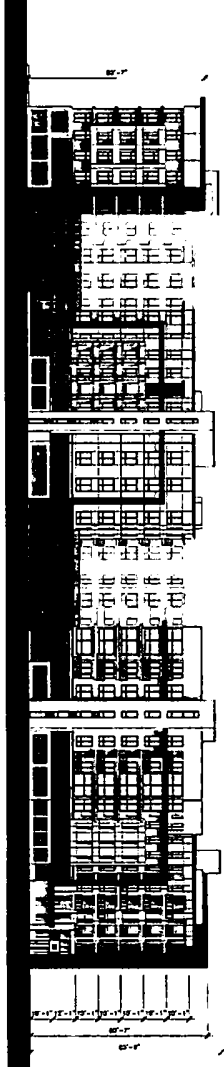


1. EAST (FRONT) ELEVATION

- MATERIALS AND FINISH LEGEND**
- 1) STEREO GRAY PAINTS
 - 2) OPEN WINDOW
 - 3) RECOGNIZED METAL BALDING
 - 4) CORRUGATED METAL
 - 5) CHAMFERED FIBER-CEMENT PANEL
 - 6) STRENGTH WINDOW SYSTEM
 - 7) METAL GALVALUME SCREENING
 - 8) FACE BRICK
 - 9) CHAMFERED FIBER-CEMENT BOARD
- NOTE: ALL MATERIALS NOTED OR APPROVED LOCAL.



2. NORTH ELEVATION

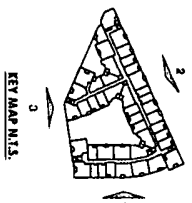


3. SOUTH ELEVATION

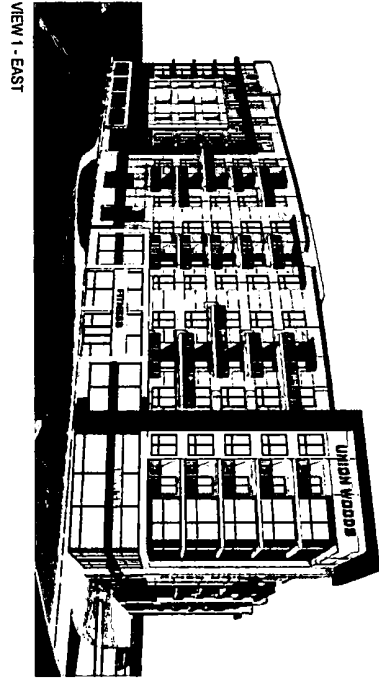
UNION WOODS MIDVALE, UTAH
HINES

CONCEPTUAL RESIDENTIAL ELEVATIONS

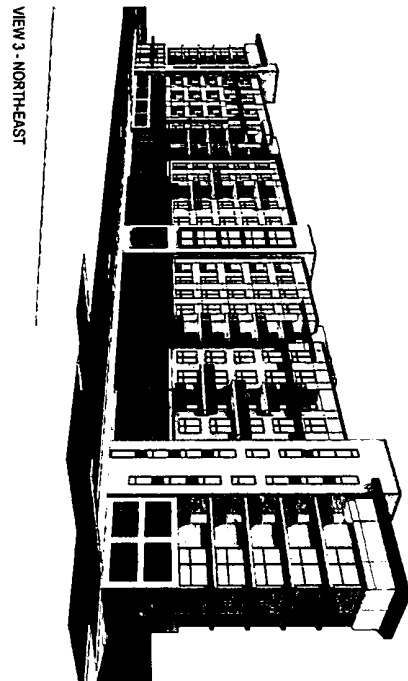
- EAST (FRONT) ELEVATION:**
- GROUND FLOOR MATERIALS - 100% STUCCO - 50%
 1st Floor: The Planning Commission may allow for a reduction in the amount of transparent glass if the applicant can demonstrate the building floor plate required by the use cannot effectively be reduced. The applicant shall submit the following requirements for the use of parking structure on the ground floor, a combination of brick, perforated metal, and metal clad materials are used 100% for this project.
- NORTH ELEVATION:**
- GROUND FLOOR MATERIALS - 100% STUCCO - 50%
 1st Floor: The Planning Commission may allow for a reduction in the amount of transparent glass if the applicant can demonstrate the building floor plate required by the use cannot effectively be reduced. The applicant shall submit the following requirements for the use of parking structure on the ground floor, a combination of brick, perforated metal, and metal clad materials are used 100% for this project.
- SOUTH ELEVATION:**
- GROUND FLOOR MATERIALS - 100% STUCCO - 50%
 1st Floor: The Planning Commission may allow for a reduction in the amount of transparent glass if the applicant can demonstrate the building floor plate required by the use cannot effectively be reduced. The applicant shall submit the following requirements for the use of parking structure on the ground floor, a combination of brick, perforated metal, and metal clad materials are used 100% for this project.



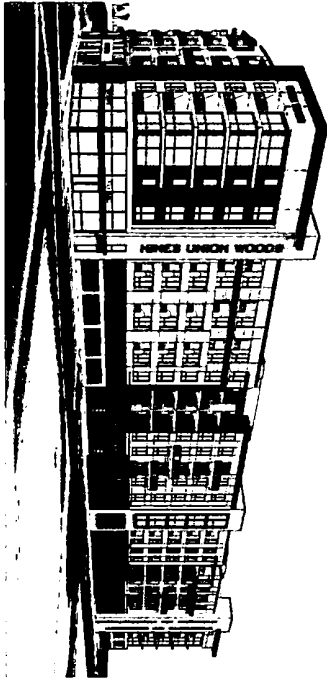
SCALE: 1" = 20'
A-4.0
 RESIDENTIAL ELEVATIONS
 NORTH, SOUTH, AND EAST RESIDENTIAL ELEVATIONS
 ARCHITECTS ORANGE
 154 NORTH ORANGE ST. ORANGE, CA 92668 714.935.8480
 WWW.ARCHITECTSORANGE.COM



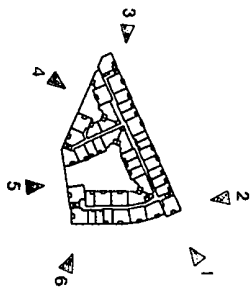
VIEW 1 - EAST



VIEW 3 - NORTH-EAST



VIEW 2 - NORTH



KEY MAP - N.T.S.

SCALE: N.T.S.

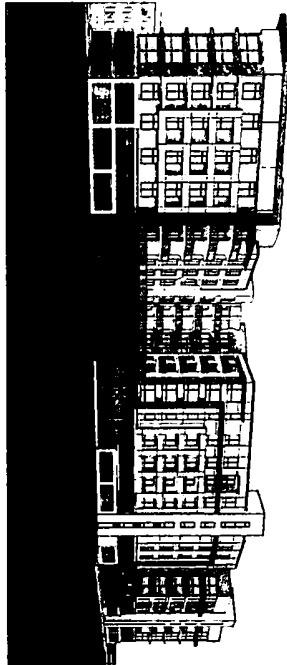
A-4.1

PERSPECTIVES
RESIDENTIAL BUILDING PERSPECTIVES

ARCHITECTS ORANGE
144 NORTH ORANGE ST. ORANGE, CA 92668 714.939.8800
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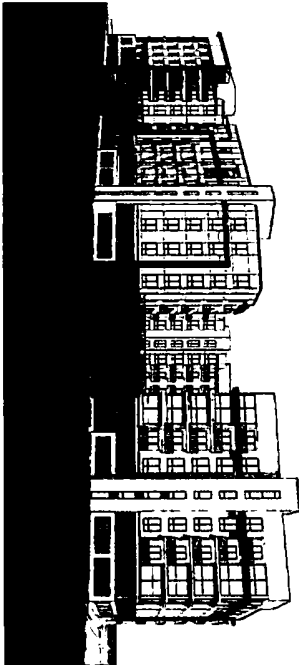
UNION WOODS MIDVALE, UTAH
CONCEPTUAL RESIDENTIAL PERSPECTIVES
HINES



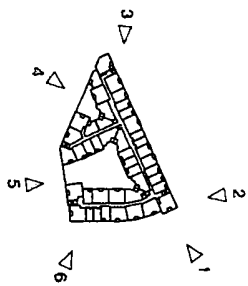
VIEW 4 - SOUTH



VIEW 6 - SOUTHWEST



VIEW 5 - SOUTH




KEY MAP - N.T.S.

SCALE N.T.S.

A-4.2

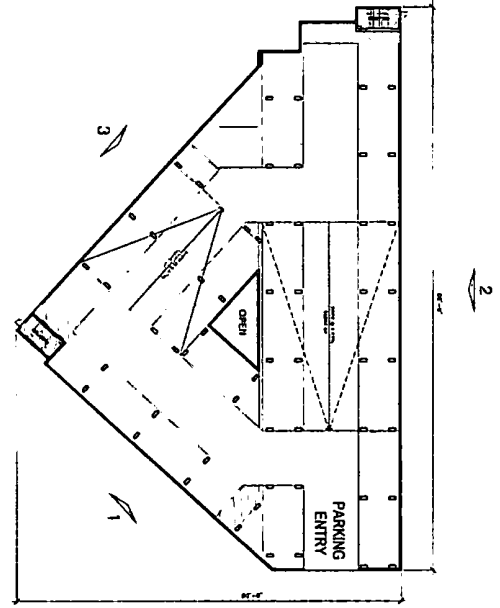
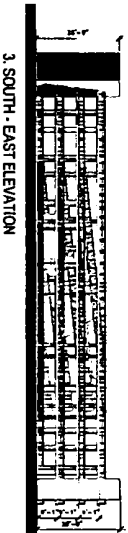
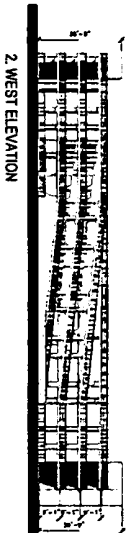
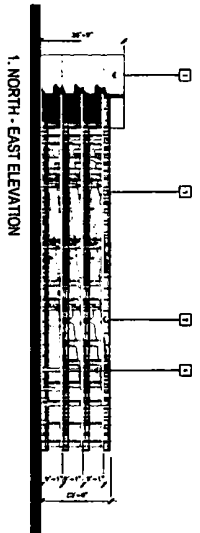
UNION WOODS MIDVALE, UTAH
 HINES

CONCEPTUAL RESIDENTIAL PERSPECTIVES

PERSPECTIVES
 RESIDENTIAL BUILDING PERSPECTIVES
 ARCHITECTS ORANGE
 114 NORTH ORANGE ST. ORANGE, CALIF. 92668
 (949) 766-1111


MATERIALS AND FINISH LEGEND

- 1 EXTERIOR FIBER PLASTER
- 2 CONCRETE
- 3 CABLE BALING
- 4 CONCRETE COLUMNS



Office Parking Structure:

Level	Area	Volume
Level 1	1,150	1,150
Level 2	1,150	1,150
Level 3	1,150	1,150
Level 4	1,150	1,150
Level 5	1,150	1,150
Level 6	1,150	1,150
Level 7	1,150	1,150
Level 8	1,150	1,150
Level 9	1,150	1,150
Level 10	1,150	1,150
Level 11	1,150	1,150
Level 12	1,150	1,150
Level 13	1,150	1,150
Level 14	1,150	1,150
Level 15	1,150	1,150
Level 16	1,150	1,150
Level 17	1,150	1,150
Level 18	1,150	1,150
Level 19	1,150	1,150
Level 20	1,150	1,150
Level 21	1,150	1,150
Level 22	1,150	1,150
Level 23	1,150	1,150
Level 24	1,150	1,150
Level 25	1,150	1,150
Level 26	1,150	1,150
Level 27	1,150	1,150
Level 28	1,150	1,150
Level 29	1,150	1,150
Level 30	1,150	1,150
Level 31	1,150	1,150
Level 32	1,150	1,150
Level 33	1,150	1,150
Level 34	1,150	1,150
Level 35	1,150	1,150
Level 36	1,150	1,150
Level 37	1,150	1,150
Level 38	1,150	1,150
Level 39	1,150	1,150
Level 40	1,150	1,150
Level 41	1,150	1,150
Level 42	1,150	1,150
Level 43	1,150	1,150
Level 44	1,150	1,150
Level 45	1,150	1,150
Level 46	1,150	1,150
Level 47	1,150	1,150
Level 48	1,150	1,150
Level 49	1,150	1,150
Level 50	1,150	1,150

Office Accessible Bays:

Bay	Area	Volume
Bay 1	1,150	1,150
Bay 2	1,150	1,150
Bay 3	1,150	1,150
Bay 4	1,150	1,150
Bay 5	1,150	1,150
Bay 6	1,150	1,150
Bay 7	1,150	1,150
Bay 8	1,150	1,150
Bay 9	1,150	1,150
Bay 10	1,150	1,150
Bay 11	1,150	1,150
Bay 12	1,150	1,150
Bay 13	1,150	1,150
Bay 14	1,150	1,150
Bay 15	1,150	1,150
Bay 16	1,150	1,150
Bay 17	1,150	1,150
Bay 18	1,150	1,150
Bay 19	1,150	1,150
Bay 20	1,150	1,150
Bay 21	1,150	1,150
Bay 22	1,150	1,150
Bay 23	1,150	1,150
Bay 24	1,150	1,150
Bay 25	1,150	1,150
Bay 26	1,150	1,150
Bay 27	1,150	1,150
Bay 28	1,150	1,150
Bay 29	1,150	1,150
Bay 30	1,150	1,150
Bay 31	1,150	1,150
Bay 32	1,150	1,150
Bay 33	1,150	1,150
Bay 34	1,150	1,150
Bay 35	1,150	1,150
Bay 36	1,150	1,150
Bay 37	1,150	1,150
Bay 38	1,150	1,150
Bay 39	1,150	1,150
Bay 40	1,150	1,150
Bay 41	1,150	1,150
Bay 42	1,150	1,150
Bay 43	1,150	1,150
Bay 44	1,150	1,150
Bay 45	1,150	1,150
Bay 46	1,150	1,150
Bay 47	1,150	1,150
Bay 48	1,150	1,150
Bay 49	1,150	1,150
Bay 50	1,150	1,150

Office Parking Structure:

Level	Area	Volume
Level 1	1,150	1,150
Level 2	1,150	1,150
Level 3	1,150	1,150
Level 4	1,150	1,150
Level 5	1,150	1,150
Level 6	1,150	1,150
Level 7	1,150	1,150
Level 8	1,150	1,150
Level 9	1,150	1,150
Level 10	1,150	1,150
Level 11	1,150	1,150
Level 12	1,150	1,150
Level 13	1,150	1,150
Level 14	1,150	1,150
Level 15	1,150	1,150
Level 16	1,150	1,150
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Level 18	1,150	1,150
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Level 37	1,150	1,150
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Level 41	1,150	1,150
Level 42	1,150	1,150
Level 43	1,150	1,150
Level 44	1,150	1,150
Level 45	1,150	1,150
Level 46	1,150	1,150
Level 47	1,150	1,150
Level 48	1,150	1,150
Level 49	1,150	1,150
Level 50	1,150	1,150

UNION WOODS MIDVALE, UTAH

CONCEPTUAL OFFICE PARKING STRUCTURE

ARCHITECTS ORANGE
114 NORTH ORANGE ST. ORANGE, CA 92668
714.237.8188
WWW.ARCHITECTSORANGE.COM
03/2020

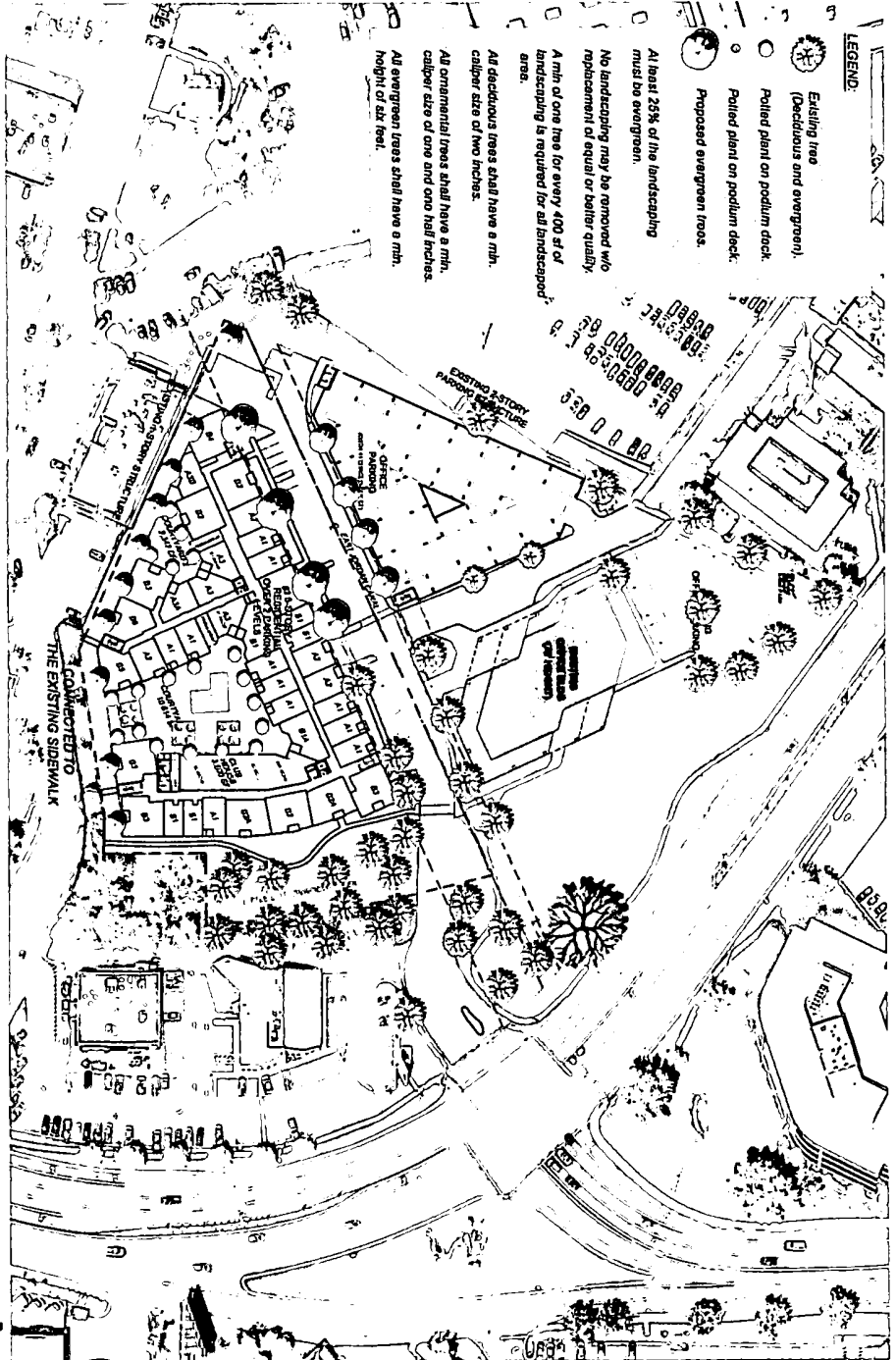
SCALE: 1" = 20'

A-4.3

OFFICE PARKING STRUCTURE

UNION WOODS MIDVALE, UTAH
 HINES

CONCEPTUAL ILLUSTRATIVE LANDSCAPE PLAN



LANDSCAPE PLAN
 CONCEPTUAL ILLUSTRATIVE LANDSCAPE PLAN
 ARCHITECTS ORANGE
 1110 NORTH ORANGE BL. ORANGE, CA 92668
 (714) 961-1100 FAX (714) 961-1101
 WWW.ARCHITECTSORANGE.COM

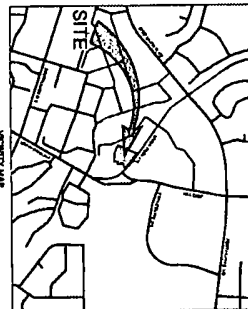
A-5.0

TITLE INFORMATION
 This title is a subdivision of the land shown on the attached plat of subdivision, and is subject to all the provisions of the Utah Subdivision Map Act, Chapter 67B, Utah Code, and to all other laws and regulations of the State of Utah relating to the subdivision of land.

GENERAL DESCRIPTION
 This title is a subdivision of the land shown on the attached plat of subdivision, and is subject to all the provisions of the Utah Subdivision Map Act, Chapter 67B, Utah Code, and to all other laws and regulations of the State of Utah relating to the subdivision of land.

MENTIONED CERTIFICATE
 This title is a subdivision of the land shown on the attached plat of subdivision, and is subject to all the provisions of the Utah Subdivision Map Act, Chapter 67B, Utah Code, and to all other laws and regulations of the State of Utah relating to the subdivision of land.

GENERAL NOTES
 This title is a subdivision of the land shown on the attached plat of subdivision, and is subject to all the provisions of the Utah Subdivision Map Act, Chapter 67B, Utah Code, and to all other laws and regulations of the State of Utah relating to the subdivision of land.



2 OF 2	ATTA/NEPS LAND TITLE SURVEY DATE: 12/18/18 SHEET NO. 2 OF 2	MSB UNION WOODS LLC PARCEL 7090 SOUTH UNION PARK AVENUE MIDVALE, UTAH 84047 LOCATED IN THE NORTHEAST 1/4 OF SECTION 26, TOWNSHIP 2 SOUTH, RANGE 1 EAST, 116&M	 McNEIL ENGINEERING Registered Professional Engineer Civil Engineering • Consulting & Landscape Architecture Structural Engineering • Land Surveying & MDS														
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th colspan="2">REVISIONS</th> </tr> <tr> <th>NO.</th> <th>DESCRIPTION</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> </tbody> </table>		REVISIONS		NO.	DESCRIPTION									<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;"> DRAWN BY: [Name] CHECKED BY: [Name] DATE: [Date] </td> <td style="width: 50%;"> TITLE: [Title] PROJECT: [Project Name] </td> </tr> </table>		DRAWN BY: [Name] CHECKED BY: [Name] DATE: [Date]	TITLE: [Title] PROJECT: [Project Name]
REVISIONS																	
NO.	DESCRIPTION																
DRAWN BY: [Name] CHECKED BY: [Name] DATE: [Date]	TITLE: [Title] PROJECT: [Project Name]																

EXHIBIT D

Emergency Access

