

**MIDVALE CITY, UTAH
RESOLUTION 2017-R-28**

**A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A
DEVELOPMENT AGREEMENT BETWEEN MIDVALE CITY CORPORATION
AND UNION WOODS ACQUISITIONS PARTNERS, LLC
FORTHE UNION WOODS PROJECT**

WHEREAS, pursuant to Section 10-9a-102 (2) of the Utah State Code, Midvale City (the "City") is authorized as follows: "To accomplish the purposes of this chapter, municipalities may enact all ordinances, resolutions, and rules and may enter into other forms of land use controls and development agreements that they consider necessary or appropriate for the use and development of land within the municipality, including ordinances, resolutions, rules, restrictive covenants, easements, and development agreements governing uses, density, open spaces, structures, buildings, energy efficiency, light and air, air quality, transportation and public or alternative transportation, infrastructure, street and building orientation and width requirements, public facilities, fundamental fairness in land use regulation, considerations of surrounding land uses and the balance of the foregoing purposes with landowner's private property interests, height and location of vegetation, trees, and landscaping, unless expressly prohibited by law"; and

WHEREAS, the City adopted a Regional Commercial Residential Overlay zone ("Overlay") to encourage a mix of residential and commercial uses to help provide the critical mass necessary to support existing commercial, attract new and viable businesses, and support growth in certain areas of the Regional Commercial Zone. The Overlay includes development standards to be applied in approving or disapproving a proposed development, and requires a development plan be submitted for review as part of a legislative rezone process; and

WHEREAS, the Overlay requires a development agreement between the property owner and the City to accompany an approved development plan and rezone to ensure the property owner complies with the development standards of the Overlay, conditional use permits and site plan approvals, and allows the property owner the right to develop in accordance with the approved plan for a specified period of time, not to exceed fifteen years; and

WHEREAS, the parties have negotiated such agreement, and, as of the date of this Resolution, agree to enter into said agreement; and

WHEREAS, the City Council has reviewed said Development Agreement and agrees that entering into such agreement will help further the goals of the Midvale City General Plan 2016.

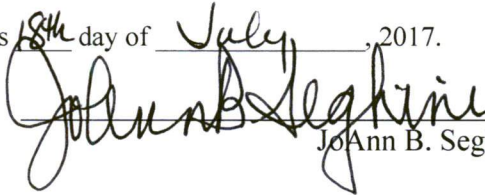
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF MIDVALE CITY, STATE OF UTAH, AS FOLLOWS:

Section 1. The Midvale City Council has reviewed the attached Development Agreement between Midvale City Corporation and Union Woods Acquisitions Partners, LLC.

Section 2. The Midvale City Council, through its understanding of the goals of the Midvale City General Plan and the proposed Union Woods Project, believes it is in the best interest of the Property Owner and the City to enter into such Development Agreement.

Section 3. The Midvale City Council on this date does hereby authorize the Mayor to enter into the attached agreement on behalf of the City.

PASSED AND APPROVED this 18th day of July, 2017.



JoAnn B. Seghini, Mayor

ATTEST:



Rori Andreason, MMC
City Recorder



Voting by City Council
Stephen Brown
Paul Glover
Paul Hunt
Wayne Sharp
Quinn Sperry

"Aye"

"Nay"

<input checked="" type="checkbox"/>	<input type="checkbox"/>
<u>ABSENT</u>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>
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When recorded, return to:
Midvale City
7505 S. Holden St.
Midvale, UT 84047
Attn: Midvale City Recorder

Parcel #: 2229202062

**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) : ss

On the 17 day of July, 2017, personally appeared before me Dustin Eberspacher, who being by me duly sworn did say he/she is MANA 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

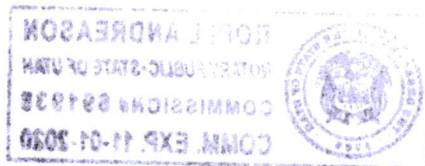
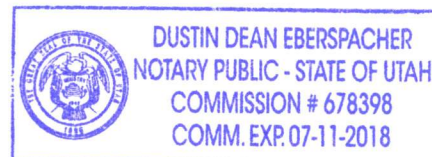


EXHIBIT A

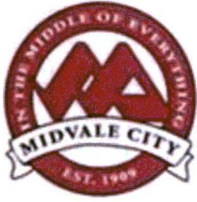
Legal Description of the Property

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 blue 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:
Hines
1155 S. Rio Grande St., Suite 305
Salt Lake City, UT 84101
(801) 466-0099
A/E: Dustin Harris

ARCHITECT:
Architects Orange
444 N. Orange Street
Orem, UT 84057
(714) 636-0600
A/E: John Symank

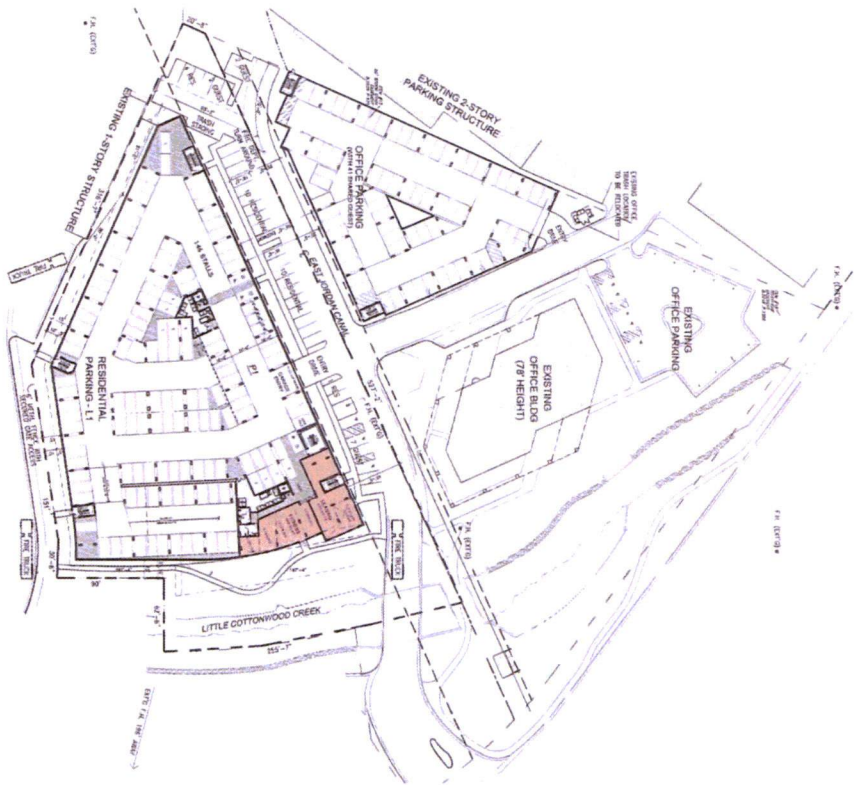
CIVIL ENGINEER:
Michael Engineering
8610 Sandy Parkway, Suite 200
Sandy, UT 84070
(801) 222-7000 EXT. 114
A/E: Ted Dicks

CITY OF MIDVALE
Planning Department
7505 South Hecker Street
Midvale, Utah 84047
801 561 7229
A/E: Cathy Dunn

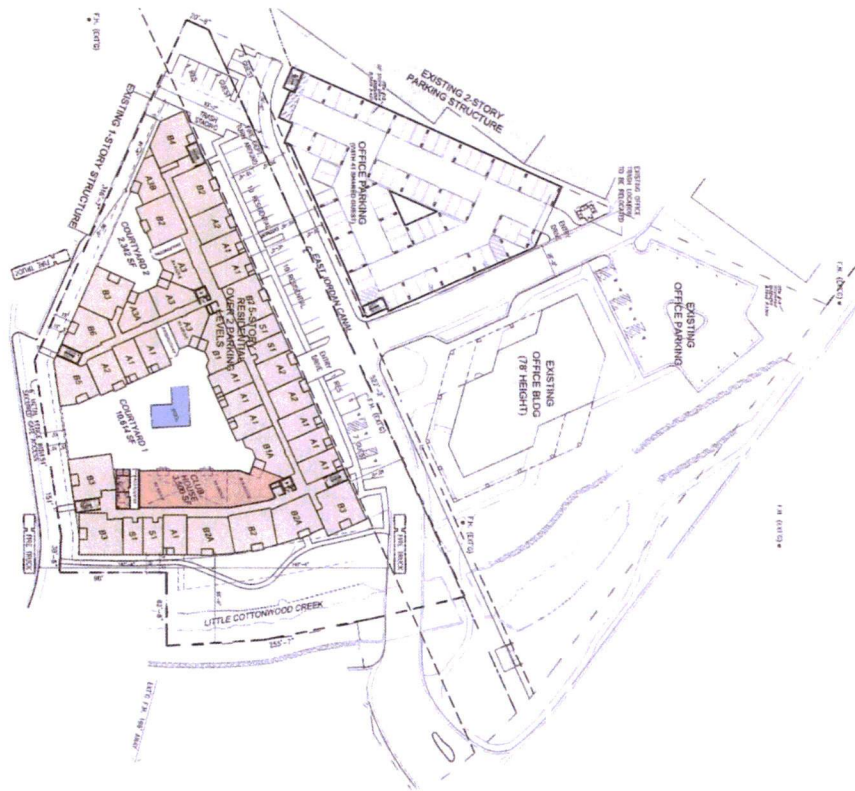
PROJECT SITE
7080 South Union Park Avenue

Residential Building Unit Tabulation

UNIT 3 - Union Woods Midvale Utah		2019 U.S.	
Unit Type	Count	Area (sq ft)	Volume (cu ft)
1-Bed	12	1,200	12,000
2-Bed	12	1,400	14,000
3-Bed	12	1,600	16,000
4-Bed	12	1,800	18,000
5-Bed	12	2,000	20,000
6-Bed	12	2,200	22,000
7-Bed	12	2,400	24,000
8-Bed	12	2,600	26,000
9-Bed	12	2,800	28,000
10-Bed	12	3,000	30,000
11-Bed	12	3,200	32,000
12-Bed	12	3,400	34,000
13-Bed	12	3,600	36,000
14-Bed	12	3,800	38,000
15-Bed	12	4,000	40,000
16-Bed	12	4,200	42,000
17-Bed	12	4,400	44,000
18-Bed	12	4,600	46,000
19-Bed	12	4,800	48,000
20-Bed	12	5,000	50,000
21-Bed	12	5,200	52,000
22-Bed	12	5,400	54,000
23-Bed	12	5,600	56,000
24-Bed	12	5,800	58,000
25-Bed	12	6,000	60,000
26-Bed	12	6,200	62,000
27-Bed	12	6,400	64,000
28-Bed	12	6,600	66,000
29-Bed	12	6,800	68,000
30-Bed	12	7,000	70,000
31-Bed	12	7,200	72,000
32-Bed	12	7,400	74,000
33-Bed	12	7,600	76,000
34-Bed	12	7,800	78,000
35-Bed	12	8,000	80,000
36-Bed	12	8,200	82,000
37-Bed	12	8,400	84,000
38-Bed	12	8,600	86,000
39-Bed	12	8,800	88,000
40-Bed	12	9,000	90,000
41-Bed	12	9,200	92,000
42-Bed	12	9,400	94,000
43-Bed	12	9,600	96,000
44-Bed	12	9,800	98,000
45-Bed	12	10,000	100,000
46-Bed	12	10,200	102,000
47-Bed	12	10,400	104,000
48-Bed	12	10,600	106,000
49-Bed	12	10,800	108,000
50-Bed	12	11,000	110,000
51-Bed	12	11,200	112,000
52-Bed	12	11,400	114,000
53-Bed	12	11,600	116,000
54-Bed	12	11,800	118,000
55-Bed	12	12,000	120,000
56-Bed	12	12,200	122,000
57-Bed	12	12,400	124,000
58-Bed	12	12,600	126,000
59-Bed	12	12,800	128,000
60-Bed	12	13,000	130,000
61-Bed	12	13,200	132,000
62-Bed	12	13,400	134,000
63-Bed	12	13,600	136,000
64-Bed	12	13,800	138,000
65-Bed	12	14,000	140,000
66-Bed	12	14,200	142,000
67-Bed	12	14,400	144,000
68-Bed	12	14,600	146,000
69-Bed	12	14,800	148,000
70-Bed	12	15,000	150,000
71-Bed	12	15,200	152,000
72-Bed	12	15,400	154,000
73-Bed	12	15,600	156,000
74-Bed	12	15,800	158,000
75-Bed	12	16,000	160,000
76-Bed	12	16,200	162,000
77-Bed	12	16,400	164,000
78-Bed	12	16,600	166,000
79-Bed	12	16,800	168,000
80-Bed	12	17,000	170,000
81-Bed	12	17,200	172,000
82-Bed	12	17,400	174,000
83-Bed	12	17,600	176,000
84-Bed	12	17,800	178,000
85-Bed	12	18,000	180,000
86-Bed	12	18,200	182,000
87-Bed	12	18,400	184,000
88-Bed	12	18,600	186,000
89-Bed	12	18,800	188,000
90-Bed	12	19,000	190,000
91-Bed	12	19,200	192,000
92-Bed	12	19,400	194,000
93-Bed	12	19,600	196,000
94-Bed	12	19,800	198,000
95-Bed	12	20,000	200,000
96-Bed	12	20,200	202,000
97-Bed	12	20,400	204,000
98-Bed	12	20,600	206,000
99-Bed	12	20,800	208,000
100-Bed	12	21,000	210,000
101-Bed	12	21,200	212,000
102-Bed	12	21,400	214,000
103-Bed	12	21,600	216,000
104-Bed	12	21,800	218,000
105-Bed	12	22,000	220,000
106-Bed	12	22,200	222,000
107-Bed	12	22,400	224,000
108-Bed	12	22,600	226,000
109-Bed	12	22,800	228,000
110-Bed	12	23,000	230,000
111-Bed	12	23,200	232,000
112-Bed	12	23,400	234,000
113-Bed	12	23,600	236,000
114-Bed	12	23,800	238,000
115-Bed	12	24,000	240,000
116-Bed	12	24,200	242,000
117-Bed	12	24,400	244,000
118-Bed	12	24,600	246,000
119-Bed	12	24,800	248,000
120-Bed	12	25,000	250,000
121-Bed	12	25,200	252,000
122-Bed	12	25,400	254,000
123-Bed	12	25,600	256,000
124-Bed	12	25,800	258,000
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126-Bed	12	26,200	262,000
127-Bed	12	26,400	264,000
128-Bed	12	26,600	266,000
129-Bed	12	26,800	268,000
130-Bed	12	27,000	270,000
131-Bed	12	27,200	272,000
132-Bed	12	27,400	274,000
133-Bed	12	27,600	276,000
134-Bed	12	27,800	278,000
135-Bed	12	28,000	280,000
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143-Bed	12	29,600	296,000
144-Bed	12	29,800	298,000
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147-Bed	12	30,400	304,000
148-Bed	12	30,600	306,000
149-Bed	12	30,800	308,000
150-Bed	12	31,000	310,000
151-Bed	12	31,200	312,000
152-Bed	12	31,400	314,000
153-Bed	12	31,600	316,000
154-Bed	12	31,800	318,000
155-Bed	12	32,000	320,000
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173-Bed	12	35,600	356,000
174-Bed	12	35,800	358,000
175-Bed	12	36,000	360,000
176-Bed	12	36,200	362,000
177-Bed	12	36,400	364,000
178-Bed	12	36,600	366,000
179-Bed	12	36,800	368,000
180-Bed	12	37,000	370,000
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183-Bed	12	37,600	376,000
184-Bed	12	37,800	378,000
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186-Bed	12	38,200	382,000
187-Bed	12	38,400	384,000
188-Bed	12	38,600	386,000
189-Bed	12	38,800	388,000
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202-Bed	12	41,400	414,000
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213-Bed	12	43,600	436,000
214-Bed	12	43,800	438,000
215-Bed	12	44,000	440,000
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217-Bed	12	44,400	444,000
218-Bed	12	44,600	446,000
219-Bed	12	44,800	448,000
220-Bed	12	45,000	450,000
221-Bed	12	45,200	452,000
222-Bed	12	45,400	454,000
223-Bed	12	45,600	456,000
224-Bed	12	45,800	458,000
225-Bed	12	46,000	460,000
226-Bed	12	46,200	462,000
227-Bed	12	46,400	464,000
228-Bed	12	46,600	466,000
229-Bed	12	46,800	468,000
230-Bed	12	47,000	470,000
231-Bed	12	47,200	472,000
232-Bed	12	47,400	474,000
233-Bed	12	47,600	476,000
234-Bed	12	47,800	478,000
235-Bed	12	48,000	480,000
236-Bed	12	48,200	482,000
237-Bed	12	48,400	484,000
238-Bed	12	48,600	486,000
239-Bed	12	48,800	488,000
240-Bed	12	49,000	490,000
241-Bed	12	49,200	492,000
242-Bed	12	49,400	494,000
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244-Bed	12	49,800	498,000
245-Bed	12	50,000	500,000
246-Bed	12	50,200	502,000
247-Bed	12	50,400	504,000
248-Bed	12	50,600	506,000
249-Bed	12	50,800	508,000
250-Bed	12	51,000	510,000
251-Bed	12	51,200	512,000
252-Bed	12	51,400	514,000
253-Bed	12	51,600	516,000
254-Bed	12	51,800	518,000
255-Bed	12	52,000	520,000
256-Bed	12	52,200	522,000
257-Bed	12	52,400	524,000
258-Bed	12	52,600	526,000
259-Bed	12	52,800	528,



SITE PLAN - GARAGE LEVEL 1



SITE PLAN - PODIUM LEVEL 1ST RESIDENTIAL LEVEL

UNION WOODS MIDVALE, UTAH
HINES

SCALE: 1" = 40'
0' 10' 20'
N
A-2.0
SITE PLAN - RESIDENTIAL
GARAGE AND PODIUM LEVELS
ARCHITECTS ORANGE
144 NORTH ORANGE ST., ORANGE, CA 92665 714.639.8650
4250-250 WWW.ARCHITECTSORANGE.COM 67 78/2016

Readers and discussors of youth / waste and recycling are asked to bring along 11 empty plastic bottles (or a count of the number of bottles on each site). These should come from the first group of the Chilean Recyclers and Collectors' group, as listed on the page. Specific trash and recycling are provided with this first count, in theory, intended to be physically taken to the respective site of the Collection center. This group will be asked to bring the waste and then transport them to the recycling area (note: the trash from the recycling pick-up day).

[illegible][illegible]

CAPACITY REQUIREMENTS

- 27 CU YD. MAX. INJECTION THICKNESS
- 14 CU YD. MAX. INJECTION
- 14 CU YD. MAX. INJECTION

CAPACITY PROVISIONS

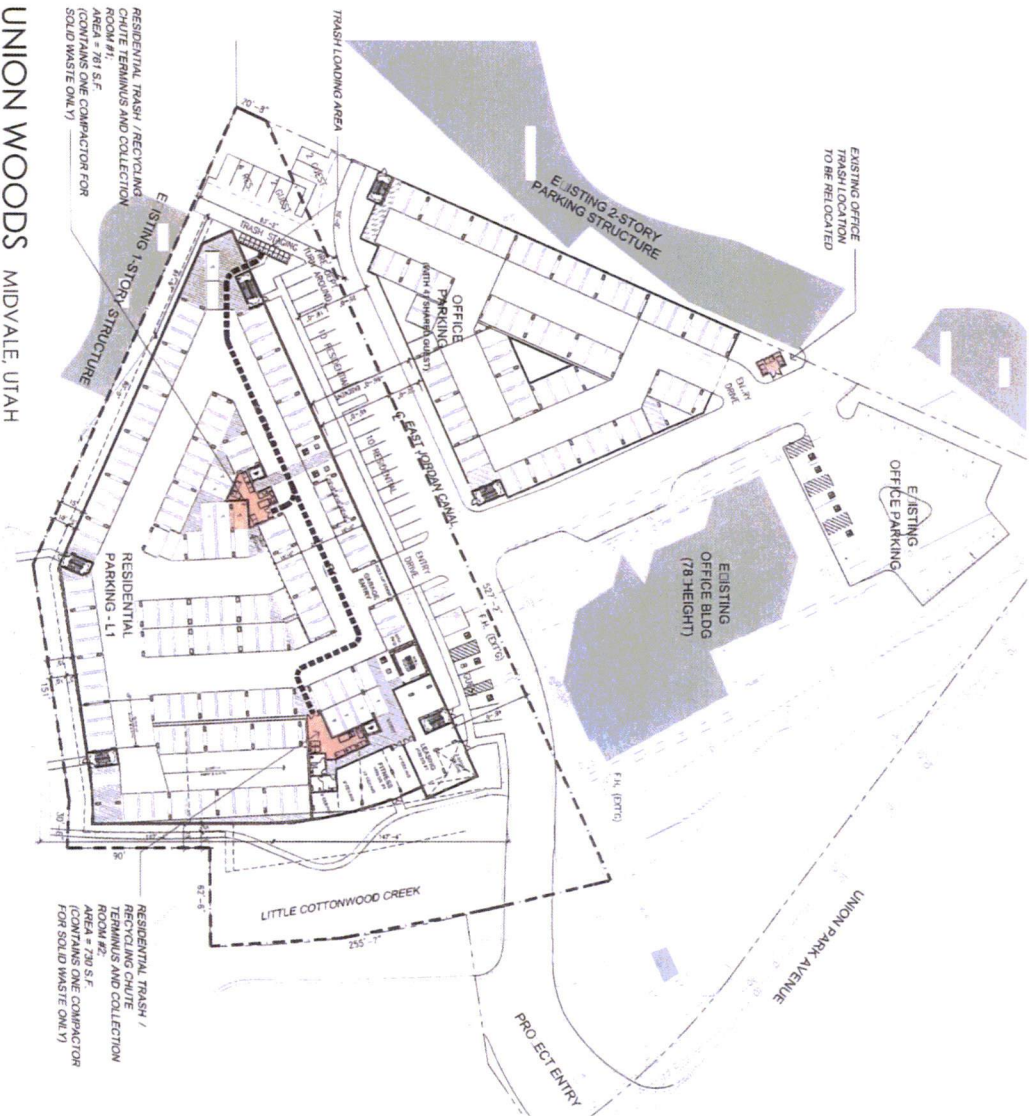
- 1 TO 12 INJECTION POINTS PER 100' OF TRENCH
- 1 TO 12 INJECTION POINTS PER 100' OF TRENCH
- 1 TO 12 INJECTION POINTS PER 100' OF TRENCH

[illegible]

SOLID WASTE PLAN

RESIDENTIAL AND OFFICE

ARCHITECTS ORANGE
144 NORTH ORANGE ST. ORANGE, CA 92666 714.639.9800
©2015-2016 WWW.ARCHITECTSORANGE.COM 06.10.2015



UNION WOODS MIDVALE, UTAH
HINES

CONCEPTUAL SOLID WASTE PLAN

UNION WOODS MIDVALE, UTAH
HINES

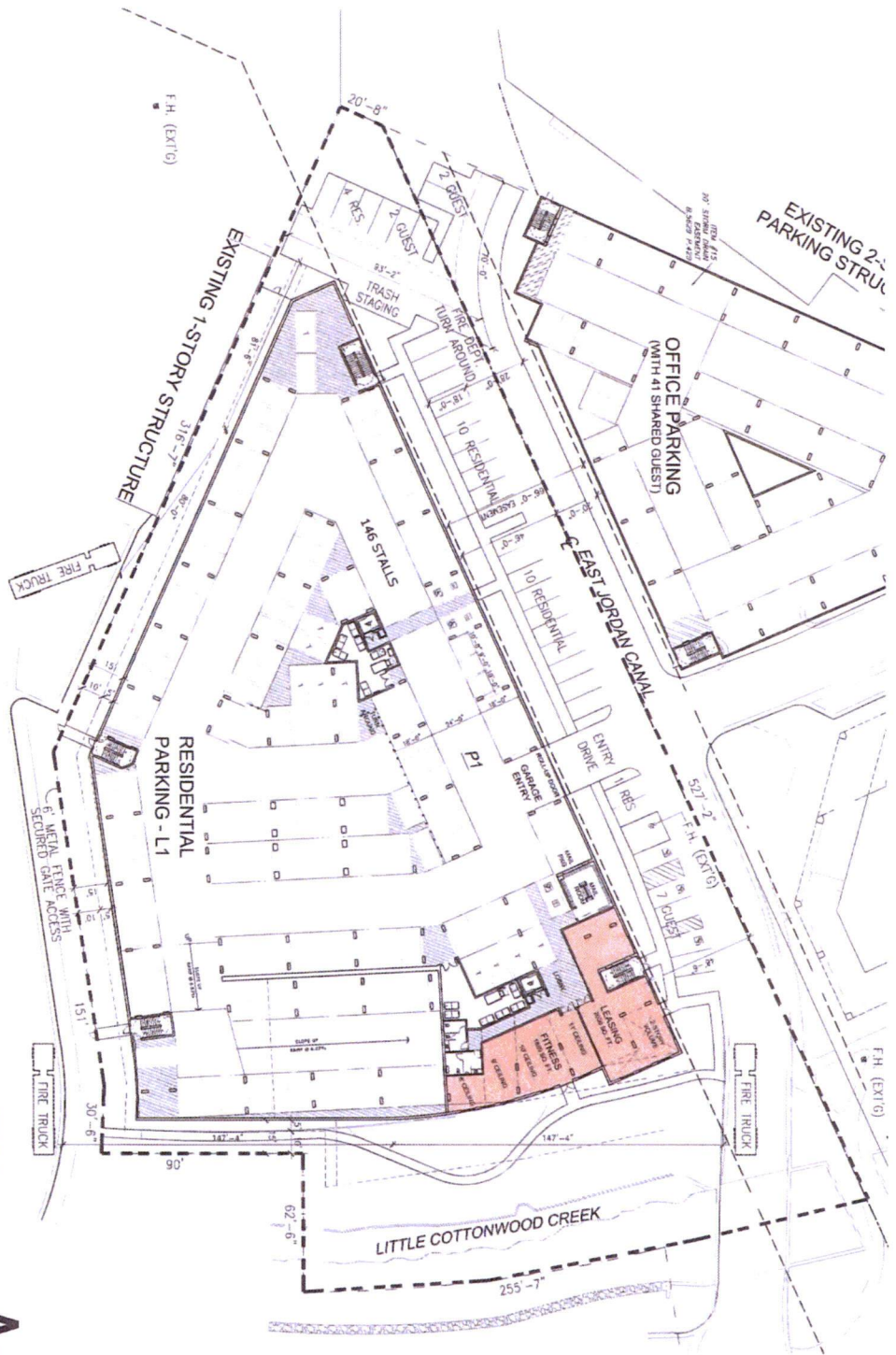
RESIDENTIAL PARKING STRUCTURE - LEVEL 1

GARAGE PLAN - RESIDENTIAL
GARAGE LEVEL 1

ARCHITECTS ORANGE
4440 N. 10TH STREET, SUITE 100, MIDVALE, UT 84002
801.224.1000
WWW.ARCHITECTSORANGE.COM

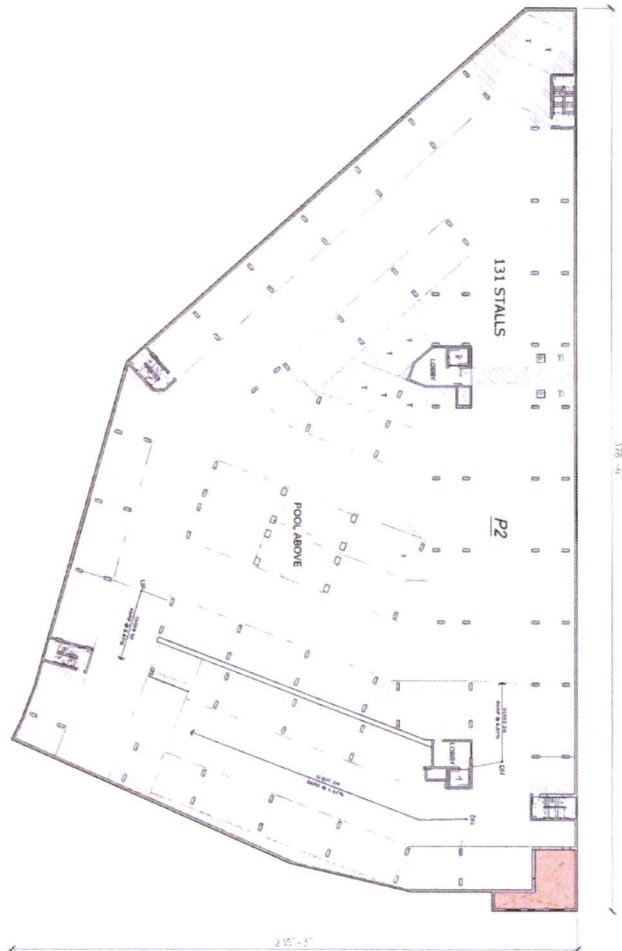


A-3.0



UNION WOODS MIDVALE, UTAH
HINES

RESIDENTIAL PARKING STRUCTURE - LEVEL 2



SCALE: 1" = 20'
GARAGE PLAN - RESIDENTIAL
GARAGE LEVEL 2
A-3.1
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144 HUNTER DRIVE, SUITE 100, ORANGE, CA 92668
4078-200 WWW.ARCHITECTSORANGE.COM © 2016

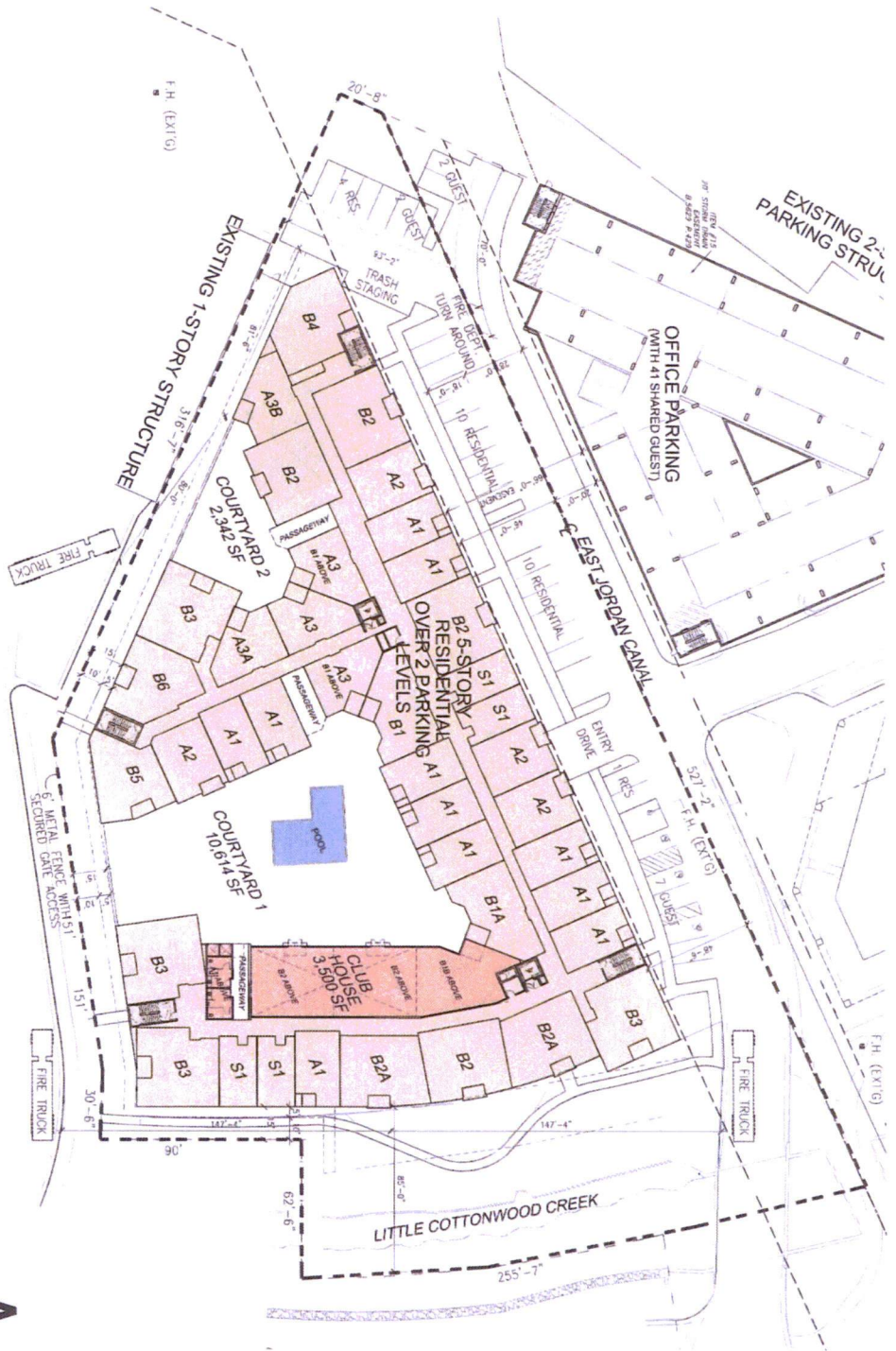
UNION WOODS MIDVALE, UTAH
HINES

PODIUM LEVEL 1ST RESIDENTIAL LEVEL

A-3.2

RESIDENTIAL BUILDING PLAN
PODIUM LEVEL 1ST RESIDENTIAL LEVEL

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144 NORTH ORANGE ST. ORANGE, CA 92666 714.633.9868
408.2681 WWW.ARCHITECTSORANGE.COM 67.76.26



UNION WOODS MIDVALE, UTAH
HINES

2ND RESIDENTIAL LEVEL OVER PODIUM LEVEL



A-3.3
RESIDENTIAL BUILDING PLAN
PODIUM LEVEL/ 2ND RESIDENTIAL LEVEL
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144 NORTH ORANGE ST. ORANGE, CA 92668
714.639.8860
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02.18.2018

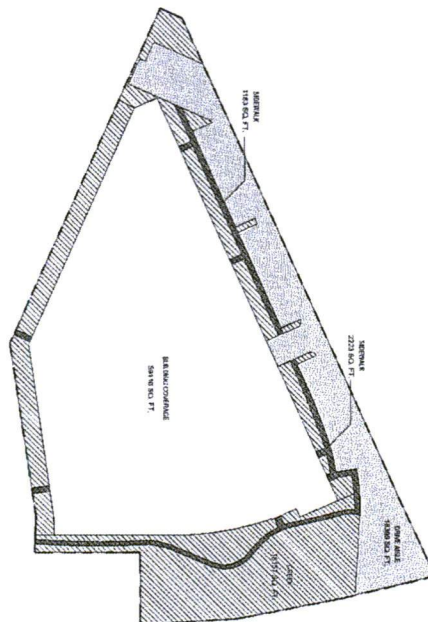
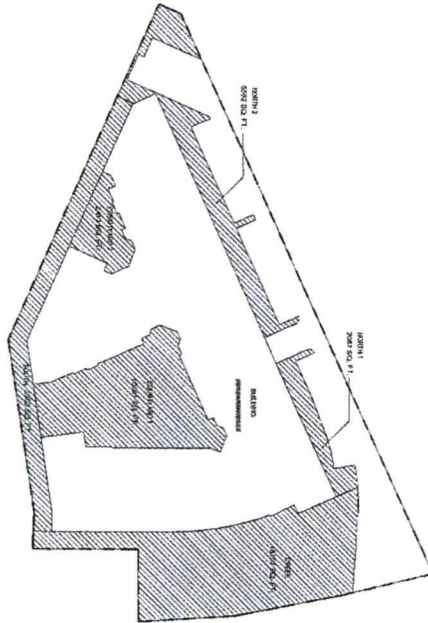
UNION WOODS MIDVALE, UTAH
HINES

3RD-5TH RESIDENTIAL LEVEL OVER PODIUM LEVEL



A-3.4
RESIDENTIAL BUILDING PLAN
PODIUM LEVEL/ 3RD - 5TH RESIDENTIAL LEVEL
ARCHITECTS ORANGE
141 NORTH CONANT STREET, SUITE 200
DENVER, COLORADO 80202
714.613.3883
WWW.ARCHITECTSORANGE.COM

IMPERVIOUS COVERAGE DIAGRAM



Common Open Space Required		
TOTAL SITE AREA	100%	107,293
TOTAL REQUIRED	30%	32,188

Common Open Space Provided	
OPEN AREA SECTION	PROVIDED
Port Canal 1	10,661
Canalway 2	2,412
Landscaped Creek Area	16,197
Landscaped South Area	6,653
Landscaped North Area	7,670
Private Docks	0
TOTAL PROVIDED	42,552

IMPERVIOUS/ Pervious Coverage on Grade	
IMPERVIOUS COVERAGE AT GRADE	PROVIDED
Drive Area and Parking	18,309 38%
Sidewalks	3,406 7%
TOTAL IMPERVIOUS COVERAGE	21,805 45%
PERVIOUS COVERAGE AT GRADE	PROVIDED
Landscape (approximate sq)	26,378 55%
SITE AREA *	48,183 100%

* Sale area excluding building

SCALE: 1"=40'
12" 16" 20"

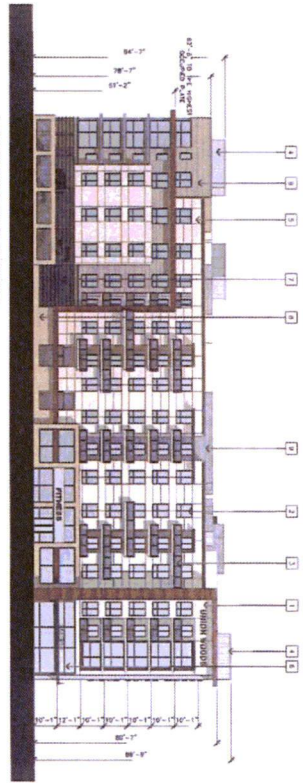
A-3.5

**OPEN AREA/IMPERVIOUS
OPEN SPACE DIAGRAM AND IMPERVIOUS COVERAGE**

ARCHITECTS ORANGE

1414 NORTH GARLAND ST. DANBURG, CT 06262 714.959.8466
WWW.ARCHITECTSORANGE.COM 印 刷 廠 廣





1. EAST (FRONT) ELEVATION

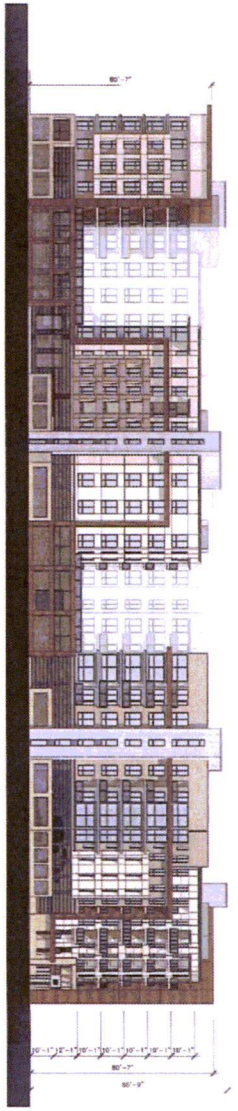
MATERIALS AND FINISH LEGEND

1	EXTERIOR FINISH PLASTER
2	VINYL WINDOW
3	PERFORATED METAL BALING
4	CORRUGATED METAL
5	CEMENTITIOUS FIBER-CEMENT PANEL
6	STOREFRONT WINDOW SYSTEM
7	METAL GABAGE SCREENING
8	FACE BRICK
9	CEMENTITIOUS FIBER-CEMENT SIDING

NOTE: ALL MATERIALS NOTED OR APPROVED EQUIV.



2. NORTH ELEVATION



3. SOUTH ELEVATION

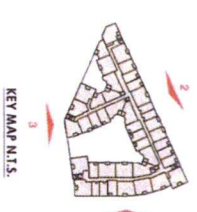
UNION WOODS MIDVALE, UTAH
HINES

CONCEPTUAL RESIDENTIAL ELEVATIONS

EAST (FRONT) ELEVATION:
GROUND FLOOR MATERIALS - 100%
STUCCO - 20%
GROUND FLOOR GLASS - 10% (Note: The Planning Commission may allow for a reduction in the amount of transparent glass if the applicant can demonstrate the use of opaque glass for the upper floors of the building to accommodate this requirement.) Due to the ventilation requirements for the use of parking structure on the ground floor, a combination of brick, perforated metal, and metal slat materials are used 100% for this project.

NORTH ELEVATION:
GROUND FLOOR MATERIALS - 100%
STUCCO - 50%
GROUND FLOOR GLASS - 18% (Note: The Planning Commission may allow for a reduction in the amount of transparent glass if the applicant can demonstrate the use of opaque glass for the upper floors of the building to accommodate this requirement.) Due to the ventilation requirements for the use of parking structure on the ground floor, a combination of brick, perforated metal, and metal slat materials are used 100% for this project.

SOUTH ELEVATION:
GROUND FLOOR MATERIALS - 100%
STUCCO - 50%
GROUND FLOOR GLASS - 0% (Note: The Planning Commission may allow for a reduction in the amount of transparent glass if the applicant can demonstrate the use of opaque glass for the upper floors of the building to accommodate this requirement.) Due to the ventilation requirements for the use of parking structure on the ground floor, a combination of brick, perforated metal, and metal slat materials are used 100% for this project.



SCALE: 1" = 20'
0' 10' 20' 30'
A-4.0
RESIDENTIAL ELEVATIONS
NORTH, SOUTH, AND EAST RESIDENTIAL ELEVATIONS
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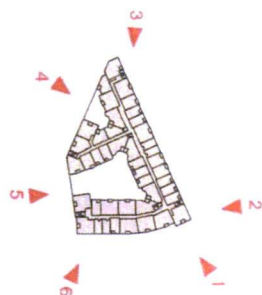
VIEW 1 - EAST



VIEW 3 - NORTH-EAST



VIEW 2 - NORTH



KEY MAP - N.T.S.

SCALE - N.T.S.

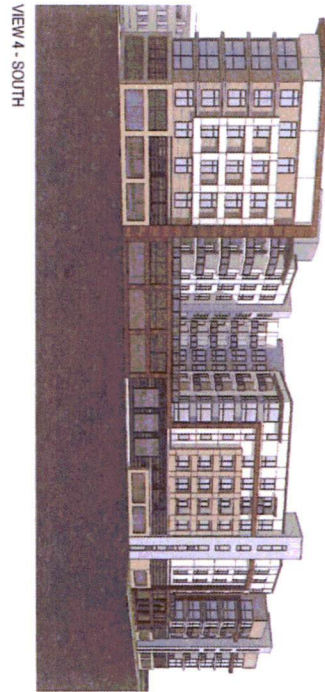
UNION WOODS MIDVALE, UTAH

CONCEPTUAL RESIDENTIAL PERSPECTIVES

HINES

A-4.1
PERSPECTIVES
 RESIDENTIAL BUILDING PERSPECTIVES
ARCHITECTS ORANGE
 1000 S. ORANGE ST. ORANGE, CA 92668 714.939.8440
 42006-2389 WWW.AOC-ARCHITECTSORANGE.COM 07.28.2016

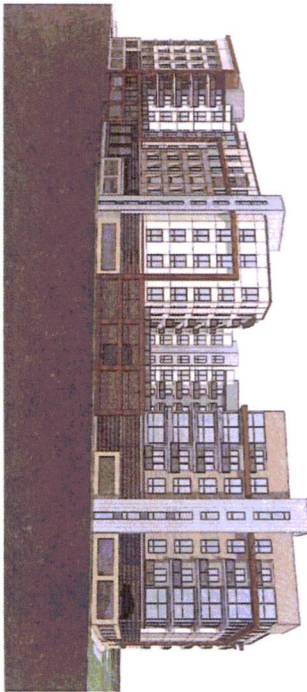




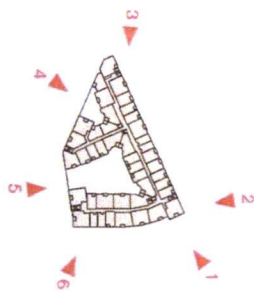
VIEW 4 - SOUTH



VIEW 6 - SOUTH-WEST



VIEW 5 - SOUTH




KEY MAP - N.T.S.

SCALE N.T.S.

UNION WOODS MIDVALE, UTAH
HINES

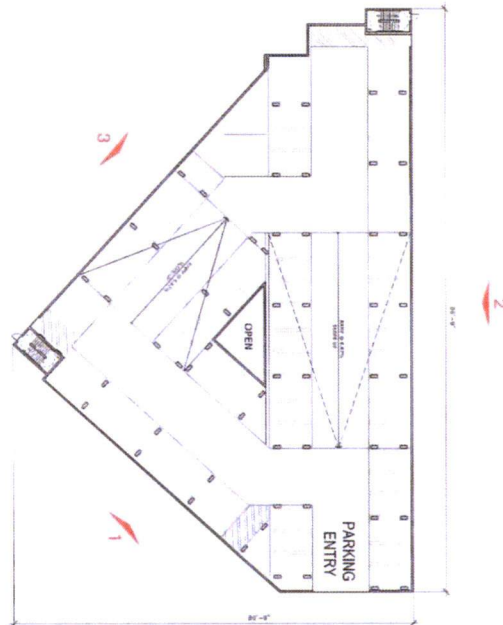
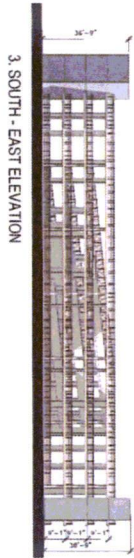
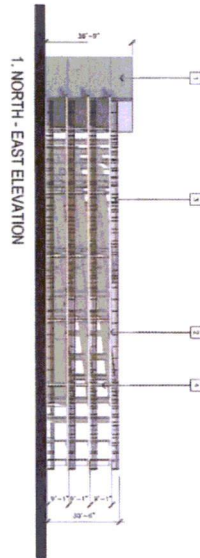
CONCEPTUAL RESIDENTIAL PERSPECTIVES

A-4.2
 PERSPECTIVES
 RESIDENTIAL BUILDING PERSPECTIVES
 ARCHITECTS ORANGE
 144 NORTH ORANGE ST ORANGE, CA 92668 714.678.9860
 4250-239 WWW.ARCHITECTSORANGE.COM 07.18.2016



MATERIALS AND FINISH LEGEND

1	EXTERIOR FRICTION PLASTER
2	CONCRETE
3	CABLE BALCONY
4	CONCRETE COLUMNS



OFFICE PARKING STRUCTURE (TYPICAL LEVEL)

Office Parking Required:

Component	Area (sq ft)	Ratio	Spaces
Office Space	100,000	1:1	100
Office Accessory Space	20,000	1:1	20
Total Required			120

Office Accessory Space:

Component	Area (sq ft)	Ratio	Spaces
Office Accessory Space	20,000	1:1	20
Office Accessory Space	20,000	1:1	20
Total Required			40

Office Parking Provided:

Space Type	Count	Ratio	Spaces
Office Space	100	1:1	100
Office Accessory Space	20	1:1	20
Office Accessory Space	20	1:1	20
Total Provided			140

Office Accessory Space:

Component	Area (sq ft)	Ratio	Spaces
Office Accessory Space	20,000	1:1	20
Office Accessory Space	20,000	1:1	20
Total Provided			40

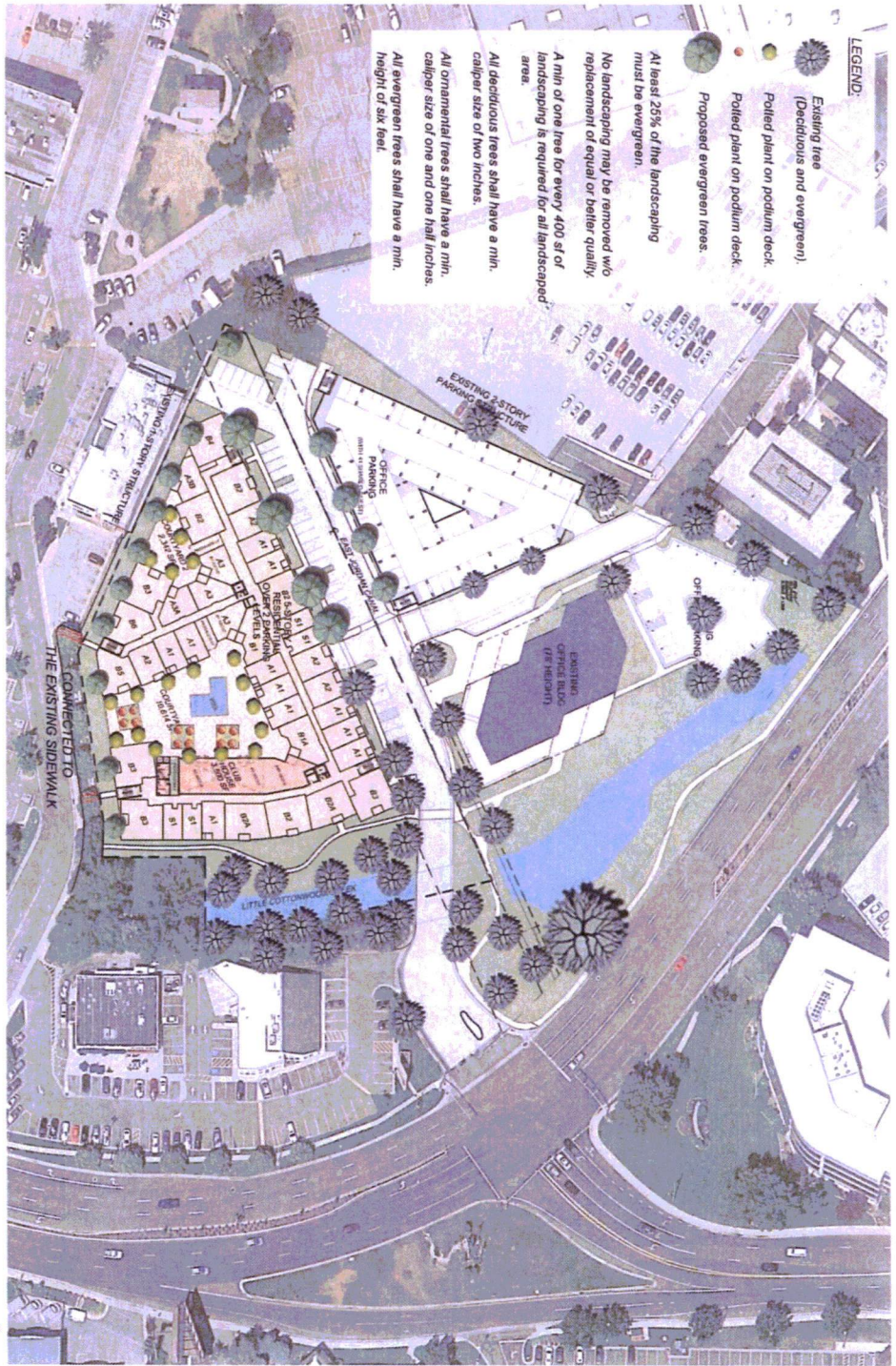
UNION WOODS MIDVALE, UTAH

CONCEPTUAL OFFICE PARKING STRUCTURE

OFFICE PARKING STRUCTURE

ARCHITECTS ORANGE





UNION WOODS MIDVALE, UTAH
HINES

TITLE INFORMATION

SCHEDULE B-2 EXCEPTIONS

1. THE PARTIAL LOT 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 83

Emergency Access

