MIDVALE CITY, UT

RESOLUTION 2023-R-07

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A DEVELOPMENT AGREEMENT BETWEEN MIDVALE CITY CORPORATION AND LOTUS BV MIDVALE, LLC REGARDING THE LOTUS EMBER MULTIFAMILY PROJECT LOCATED AT 195 W 7200 S

WHEREAS, pursuant to Utah Code Annotated Section 10-9a-102 (2) Midvale City (the "City") is authorized as follows: "To accomplish the purposes of this chapter, a municipality may enact all ordinances, resolutions, and rules and may enter into other forms of land use controls and development agreements that the municipality considers necessary or appropriate for the use and development of land within the municipality, including ordinances, resolutions, rules, restrictive covenants, easements, and development agreements governing:

- (a) uses;
- (b) density;
- (c) open spaces;
- (d) structures;
- (e) buildings;
- (f) energy efficiency;
- (g) light and air;
- (h) air quality;
- (i) transportation and public or alternative transportation;
- (j) infrastructure;
- (k) street and building orientation;
- (l) width requirements;
- (m) public facilities:
- (n) fundamental fairness in land use regulation; and
- considerations of surrounding land uses to balance the foregoing purposes with a landowner's private property interests and associated statutory and constitutional protections."; and

WHEREAS, the Midvale Municipal Code requires a development agreement between the property owner and the City to accompany an approved development plan to ensure the property owner complies with the provisions of the overlay, conditional use permit and site plan approvals, and allowing the property owner the right to develop in accordance with the approved plan for a period up to, but not exceeding, five 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 2016 Midvale City General Plan and compliance with the Transit-Oriented Development Overlay land use regulation.

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 Lotus BV Midvale, LLC ("Developer").
- **Section 2.** The Midvale City Council, through its understanding of the goals of the 2016 Midvale City General Plan, the Transit-Oriented Development Overlay land use regulation and the proposed Lotus Ember Multifamily Project, believes it is in the best interest of the Developer 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	7th day of FEBTELLARY	, 20 <u>73</u>.	
	Marcus Stevenson, Mayor		
Rori Andreason, MMC City Recorder	Voting by City Council Quinn Sperry Paul Glover Heidi Robinson Bryant Brown Dustin Gettel	"Aye"	"Nay"

ATTACHMENT 2

Agreement

When recorded, return to:

Midvale City 7505 S. Holden Street Midvale City, UT 84047 Attn: Midvale City Recorder

DEVELOPMENT AGREEMENT (LOTUS EMBER MULTIFAMILY PROJECT)

Midvale City, Utah

THIS	DEVELOPMENT	AGREEMENT	(this	"Development	Agreement"	or
"Agreement")	is entered into as of t	his day of		, 2023, by and	between Lotus	BV
Midvale, LLC	, an Idaho limited lial	oility company ("D	evelop	er"), and Midvale	City Corpora	tion,
a Utah munic	ipal corporation ("M	idvale City" or "C	City").	Developer and C	ity are somet	imes
referred to her	ein individually, as a	"Party," and collect	ctively,	as the "Parties."		

- A. <u>Property</u>. Developer is the owner of certain real property within Midvale City (as more particularly defined in **Exhibit A**, the "<u>Property</u>").
- B. <u>Lotus Ember Multifamily Project</u>. Developer intends to construct on the Property a multifamily residential development project (as more particularly defined below, the "<u>Lotus</u> Ember Multifamily Project" or "Project").
- C. <u>Zoning</u>. The Property is zoned, pursuant to the City's Zoning Ordinance, as Transit-Oriented Development Overlay Zone (hereinafter referred to as "<u>TODO Zone</u>"). This zone, described in Chapter 17-7-17 of the Midvale City Municipal Code (the "<u>Code</u>"), establishes the procedural and substantive requirements for approval by the City for development on the Property.
- D. <u>State Authority</u>. Pursuant to Section 10-9a-102 of the Utah Code, Midvale City is authorized to enter into development agreements as provided therein and 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 herefrom, the Parties agree as follows:

Article 1 The Project

- 1.1 <u>Legal Description of Property</u>. The Property that is the subject of this Agreement consists of approximately 1.26 acres of land located at 195 W 7200 S, Midvale, Utah 84047 and more particularly described on **Exhibit A**.
- 1.2 <u>Description of Project</u>. The Lotus Ember Multifamily Project covered by this Development Agreement consists of an approximately 1.26-acre multifamily residential

development with a single structure that contains 106 dwelling units, common areas, structured garage level parking and other improvements. Vehicle and pedestrian access will be provided from 180 West and 7200 South as shown on **Exhibit B**.

1.3 Development of the Project.

- 1.3.1 <u>Site Plan and Conditional Use Permit Approval</u>. The Site Plan provides specificity as to building, parking, and landscape configurations and other development details (the "<u>Site Plan</u>"). Developer received a conditional use approval from the City for the Site Plan on December 14, 2022 (the "<u>Conditional Use Permit</u>"). The Site Plan and Conditional Use Permit's final approval is contingent on the City Council's approval of this Agreement. The Site Plan has been attached as **Exhibit B**. The Site Plan must comply with all land use regulations of the TODO Zone, the Conditional Use Permit, and other applicable City ordinances. Development approval for the Project must follow the applicable review processes set forth in the TODO Zone and Chapters 17-3 and 17-7-17 of the Code.
- 1.3.2 <u>Public Improvements</u>. Developer is responsible for financing and constructing all public improvements necessary to service the Project.
- 1.3.3 <u>Completion of Common Area Recreation Amenities</u>. Developer must improve functional outdoor recreation amenity areas for residents of the development as depicted on **Exhibit B** (the "<u>Common Area Amenities</u>")
 - 1.3.3.1 Developer agrees to complete the required Common Area Amenity improvements in accordance with the approved Site Plan for the project.
 - 1.3.3.2 All Common Amenities shall be in place or bonded for prior to issuance of the first certificate of occupancy for the Project. Only if seasonal conditions make installation of part or all of the Common Area Amenities unfeasible, Developer may defer installation of the affected Common Area Amenity by posting one or more Common Area Amenity bonds consistent with the City's bonding policies and Utah law. These bonds must provide the financial security for the installed Common Area Amenities including, but not limited to, materials, labor, and other improvements. If a bond is provided, all uninstalled Common Area Amenities must be installed by the following May 31st. Bonds will be released in accordance with Utah Code Annotated § 10-9a-604.5(2)(c)(iii).
- 1.3.4 Open Space and Landscaping. Developer must provide at least 30% of the interior of the proposed development as open space, landscaping, and outdoor recreational amenity areas as depicted in **Exhibit B**.
 - 1.3.4.1 Developer further agrees to complete the required open space and landscape improvements in accordance with the approved Site Plan for the Project.

- 1.3.4.2 All landscaping shall be in place or bonded for prior to issuance of the first certificate of occupancy for the Project. Only if seasonal conditions make installation of part or all of the landscaping unfeasible, Developer may defer installation of the affected landscaping by posting one or more Landscape bonds consistent with the City's bonding policies and Utah law. These bonds must provide the financial security for the installed landscaping including, but not limited to, materials, labor, and other improvements. If a bond is provided, all uninstalled landscaping must be installed by the following May 31st. Bonds will be released in accordance with Utah Code Annotated § 10-9a-604.5(2)(c)(iii).
- 1.3.5 <u>Thematic Elements</u>. Developer agrees to implement a common theme and consistency with certain elements within the Project. These thematic elements have been established in the Site Plan.
- 1.3.6 Security for Off- and On-Site Public Improvements. Developer agrees to complete all required off-site and on-site public improvements related to the Project in accordance with the Site Plan. Developer must post one or more applicable infrastructure bonds consistent with the City's infrastructure bonding policies and Utah law. These bonds must provide the financial security for the public improvements including, but not limited to, water connections and main lines, curb and gutter, public sidewalk and street improvements, surface drainage, street trees, street lighting, and other public improvements. Applicable infrastructure bonds pertaining to public improvements must be in place prior to any construction of the Project.

1.3.7 Parking.

1.3.7.1 The minimum required on-site parking for the Project consists of 144 stalls which are incorporated on two levels of structured parking in the garage levels of the building. The location of the Project falls entirely within a radius of one-eighth of a mile from a major transit facility and qualifies for the applicable parking requirements in accordance with Midvale City Municipal Code 17-7-17.7(D)(2), as follows:

Unit Type	Stall	Unit	Stall
	Requirement	Count	Count
Studio	1.00 per unit	7	7
1-Bedroom	1.00 per unit	61	61
2-Bedroom	1.25 per unit	35	44
3-Bedroom	1.50 per unit	3	5

Guest	0.25 per unit	106	27
Total			144

The project provides 145 stalls, which exceeds the minimum.

- 1.3.7.2 The minimum required on-site parking must be provided for the use of the owner or tenant of a dwelling unit and their guests at no additional cost beyond the base sale or lease price of the dwelling unit.
- 1.4 <u>Vested Rights</u>. The City acknowledges and agrees that Developer has a vested right to develop and construct the Project described herein in accordance with the provisions of the Zoning Ordinance in effect on the date hereof, the Conditional Use Permit, and this Agreement; provided that Developer acknowledges and agrees that the construction and operation of the Project is subject to all Applicable Laws as defined in Section 2.4.
- 1.5 Reserved Legislative Powers and Zoning Authority of the City. Notwithstanding the provisions of Section 1.4, 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 of 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 may only be applied to modify the vested rights of 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 must 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, Developer is 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.

Article 2 General Terms and Conditions

2.1 Rights of Access. For the purpose of ensuring compliance with this Development Agreement, upon reasonable advanced notice to Developer, representatives of the City 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 this Agreement. Such representatives must comply with all safety rules of Developer and its general contractor, including signing a standard construction area release. In addition, upon reasonable advanced notice to Developer, the City has 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.

- 2.2 <u>Construction Parking.</u> During construction, the Developer must inform its employees, contractors, and subcontractors that they are restricted from parking on public streets during the first 80% of the construction of the Project. In the event that its employees, contractors, or subcontractors park on a public street, the City may require the Developer to correct the issue within a reasonable amount of time. During the last 20% of the construction of the Project, the Developer's employees, contractors, and subcontractors may park on public streets in accordance with applicable law.
- 2.3 <u>Construction of Agreement</u>. This Development Agreement must be constructed and interpreted to ensure that the Developer complies with the requirements and conditions of the Applicable Laws and the Conditional Use Permit.
- 2.4 <u>Applicable Laws</u>. Where this Development Agreement refers to laws of general applicability to the Lotus Ember Multifamily Project, that language refers to ordinances which apply generally to other similarly situated, subdivided properties within Midvale City and any other applicable laws, rules or regulations, which apply to the 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 "<u>Applicable Laws</u>"). Except as otherwise provided in Section 1.5, the Applicable Laws adopted on or after the date hereof may not apply to the Project if such laws would have a materially adverse effect on the Developer's vested rights described herein.
- 2.5 Agreements to Run with the Land. This Development Agreement must be recorded against the Property. The agreements contained herein run with the land and are binding on and inure to the benefit of all successors and assigns of the Developer in the ownership or development of any portion of the Lotus Ember Multifamily Project or the Property.
- 2.6 Release of Developer. In the event of a transfer of the Property, Developer must obtain an assumption by the transferee of the obligations under this Development Agreement, and, in such an event, the transferee will be fully substituted as Developer under this Development Agreement. Following recording of such assumption of obligations, the Developer executing this Development Agreement is released from any further obligations with respect to this Development Agreement.
- 2.7 <u>Duration; Survival of Developer's Obligations and Rights.</u> The term of this Development Agreement will commence on the date this Development Agreement is executed by the Parties and will continue for a period of five years unless the Development Agreement is either terminated as provided herein or by agreement by both Parties, or the Development Agreement is extended by written agreement of both Parties or as described in the following sentence. In the event that this Agreement is set to terminate at the conclusion of the five-year period and the Site Plan has been given final approval or there are other improvements that Developer was obligated to construct or make in connection with or as a condition of such final approval, this Development Agreement will automatically be extended with respect to the aforementioned Site Plan and improvements and will expire upon issuance of all Certificates of Occupancy for construction associated with such Site Plan and City acceptance of such improvements.

2.8 <u>Notices</u>. Any notice, confirmation, or other communication hereunder must be given in writing by hand delivery (receipted), nationally recognized, overnight courier service, or United States mail to the following addresses or numbers:

Midvale City:

Midvale City Manager MIDVALE CITY CORPORATION 7505 S. Holden Street Midvale City, UT 84047

Midvale City Community Development Director MIDVALE CITY CORPORATION 7505 S. Holden Street Midvale City, UT 84047

Midvale City Attorney MIDVALE CITY CORPORATION 7505 S. Holden Street Midvale City, UT 84047

Developer:

Lotus BV Midvale, LLC 338 E South Temple, Suite B Salt Lake City, UT 84111

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

- 2.9 <u>Savings Clause; Severability.</u> If any provision of this Development Agreement, or the application of such provision to any person or circumstance, is held invalid, the remaining provisions of this Development Agreement, or the application of such provision to the persons or circumstances other than those to which it is held invalid, may not be affected thereby or considered invalid. If any part or provision of this Development Agreement is determined to be unconstitutional, invalid, or unenforceable by a court of competent jurisdiction, then such a decision may not affect any other part or provision of this Development Agreement except that specific provision determined to be unconstitutional, invalid, or unenforceable. If any condition, covenant, or other provision of this Development Agreement is deemed invalid due to its scope or breadth, such provision must be deemed valid to the extent of the scope or breadth permitted by law.
- 2.10 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 Development 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) Developer has full power over and exclusive control of the Property subject to the obligations of Developer under this Development Agreement and all Applicable Laws.
- 2.11 <u>Integration</u>. 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 Development Agreement.
- 2.12 <u>Further Assurances</u>. The Parties to this Development Agreement agree to reasonably cooperate with each other in effectuating the terms and conditions of this Development 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 Development Agreement.
- 2.13 <u>Waiver: Time of Essence</u>. No failure or delay in exercising any right, power, or privilege hereunder on the part of any Party may operate as a waiver hereof. No waiver may be binding unless executed in writing by the Party making the waiver. Time is of the essence of this Development Agreement.
- 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, may not be obligated under this Development Agreement by virtue of such assignment to construct or complete improvements or to guarantee such construction or completion, but is otherwise bound by all of the terms and conditions of this Development Agreement which pertain to the Property or such portion thereof in which it holds an interest. Any such holder who comes into possession 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, takes the Property, or such portion thereof, subject to all requirements and obligations of this Development 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 comes into possession. Nothing in this Development Agreement may 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 Development Agreement, and, as would be the case in any assignment, the purchaser of the Property from the holder is subject to all of the terms and conditions of this Development Agreement, including the obligation to complete all required amenities and improvements. Additionally, nothing herein may 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.
- 2.15 <u>Disputes</u>. In the event that a dispute arises in the interpretation or administration of this Development Agreement, the disputing Party will provide written notice to the other Party of the dispute with reasonable specificity. The Parties agree to negotiate a resolution in good faith. If the negotiation does not resolve a default under this Development Agreement, then prior to taking

any action to terminate this Development Agreement every continuing dispute, difference, and disagreement must be referred to a single mediator agreed upon by the Parties. If no single mediator can be agreed upon, a mediator or mediators must 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 must mediate such dispute, difference, or disagreement in a good faith attempt to resolve such dispute, difference, or disagreement. Such mediation is non-binding. Notwithstanding the foregoing, the Parties agree that the City retains the right to exercise enforcement of its police powers in the event Developer is in direct violation of a provision of this Development Agreement or of any Applicable Law.

- 2.16 <u>Institution of Legal Action; Restriction on Remedies.</u> 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 Development Agreement, or to terminate this Development Agreement; provided, however, the Parties agree that in no event may either Party seek or be entitled to punitive money damages for any breach, default or violation of this Development Agreement. Legal actions must be instituted in the Third Judicial District Court of the County of Salt Lake, State of Utah.
- 2.17 <u>Counterparts</u>. This Development Agreement may be executed in one or more counterparts, each of which may be deemed an original, but all of which together constitute one and the same instrument.
- 2.18 Costs and Expenses; Attorneys' Fees. Except as otherwise specifically provided herein, each Party must 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 Development Agreement. In the event of a breach or dispute arising under this Development Agreement, the non-breaching Party or the Party prevailing in such dispute may 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.
- 2.19 <u>Temporary Land Use Regulations</u>. The Project is excluded from any moratorium or other temporary land use regulations adopted pursuant to Utah Code Ann. § 10-9a-504, unless such a temporary land use regulation is found on the record by the City Council to be necessary to avoid jeopardizing a compelling, countervailing public interest.

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 Developer as of the above stated date.

[signature pages follow]

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MIDVALE CITY CORPORATION

	By: Marcus Stevenson, Mayor
ATTEST:	Marcus Stevenson, Mayor
Rori L. Andreason, MMC City Recorder	
APPROVED AS TO FORM:	
Garrett Wilcox City Attorney	
STATE OF UTAH) : ss
COUNTY OF SALT LAKE)
Stevenson, who being by me duly	, 2023, personally appeared before me Marcus sworn did say he is the Mayor of Midvale City Corporation, and rument was signed on behalf of such Corporation.
	Notary Public Residing at:
My Commission Expires:	

DEVELOPER:	
	Lotus BV Midvale, LLC, an Idaho limited liability company
	By: Lotus Equities, LLC, a Utah limited liability company, its Operations Manager
	By:
	Name:
Its:	_
STATE OF UTAH)	
: ss	
COUNTY OF SALT LAKE)	
On the day of, who being by radiocated at 195 W 7200 S, Midvale U	, 2023, personally appeared before me me duly sworn did say he/she is the owner of the property dtah.
	Notary Public Residing at:
My Commission Expires:	

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:

DESCRIPTION PER TITLE REPORT

BEGINNING AT A POINT 1344.0 FEET SOUTH AND 1667.95 FEET WEST FROM THE NORTHEAST CORNER OF SECTION 25, TOWNSHIP 2 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, (SAID POINT BEING SITUATED ON THE EAST LINE OF THE PROPERTY CONVEYED TO UTAH POWER AND LIGHT COMPANY, A CORPORATION), AND RUNNING THENCE NORTH 89°49' EAST ALONG THE SOUTH LINE OF THE PROPERTY CONVEYED TO COUNTY OF SALT LAKE FOR HIGHWAY PROJECT NO. 0150 (1) BY QUIT CLAIM DEED, RECORDED ON BOOK 2290 AT PAGE 142 OF OFFICIAL RECORDS, 129.0 FEET; THENCE SOUTH 622.0 FEET; THENCE WEST 129.0 FEET TO THE EAST LINE OF THE UTAH POWER AND LIGHT COMPANY PROPERTY; THENCE NORTH ALONG SAID EAST LINE 622.0 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPTING THEREFROM ANY PORTION OF LAND CONVEYED TO UTAH TRANSIT AUTHORITY, A PUBLIC TRANSIT DISTRICT AS CONTAINED IN THAT CERTAIN SPECIAL WARRANTY DEED RECORDED OCTOBER 07, 1998 AS ENTRY NO. 7112614 IN BOOK 8119 AT PAGE 1453, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PARCEL OF LAND SITUATE IN THE NORTHEAST QUARTER OF SECTION 25, TOWNSHIP 2 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE WEST LINE OF 180 WEST STREET, SAID POINT BEING SOUTH 1768.15 FEET AND WEST 1535.67 FEET FROM THE NORTHEAST CORNER OF SAID SECTION 25, AND RUNNING THENCE ALONG SAID WEST LINE SOUTH 00°03'40° EAST 205.09 FEET; THENCE NORTH 89°42'00° WEST 129.00 FEET TO THE SOUTHEAST PROPERTY CORNER OF THE UTAH TRANSIT AUTHORITY'S 7200 SOUTH PARK & RIDE FACILITY; THENCE ALONG THE EAST LINE OF SAID UTAH TRANSIT AUTHORITY PROPERTY NORTH 00°03'41° WEST 194.01 FEET; THENCE NORTH 89°49'19° EAST 119.00 FEET; THENCE NORTH 44°52'50° EAST 14.16 FEET TO THE WEST LINE OF SAID 180 WEST STREET AND THE POINT OF BEGINNING.

LESS AND EXCEPTING THEREFROM ANY PORTION OF LAND CONVEYED TO UTAH DEPARTMENT OF TRANSPORTATION AS CONTAINED IN THAT CERTAIN WARRANTY DEED RECORDED APRIL 15, 2019 AS ENTRY NO. 12967692 IN BOOK 10769 AT PAGE 7260, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PARCEL OF LAND IN FEE FOR A SAFETY IMPROVEMENT OF THE EXISTING HIGHWAY STATE ROUTE 48 KNOWN AS PROJECT NO. S-0071(61)15, BEING PART OF AN ENTIRE TRACT OF PROPERTY, SITUATE IN THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 25, TOWNSHIP 2 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN. THE BOUNDARIES OF SAID PARCEL OF LAND ARE DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID ENTIRE TRACT, WHICH POINT IS THE INTERSECTION OF THE EXISTING SOUTHERLY RIGHT OF WAY LINE OF SAID STATE ROUTE 48 AND THE EXISTING WESTERLY RIGHT OF WAY LINE OF 180 WEST STREET (SAID POINT OF BEGINNING IS APPROXIMATELY 1358 FEET SOUTH AND APPROXIMATELY 1530 FEET WEST FROM THE NORTHEAST CORNER OF SAID SECTION 25. SAID POINT OF BEGINNING IS ALSO DESCRIBED AS 276.63 FEET NORTH 89°49'00" EAST ALONG THE MONUMENT LINE IN SAID STATE ROUTE 48 AND 53.00 FEET SOUTH 0°11'00" EAST FROM SALT LAKE COUNTY SURVEYOR'S MONUMENT NUMBER 2S1W255B WHICH IS ON THE CENTERLINE OF SAID STATE ROUTE 48 AT 210 WEST) AND RUNNING THENCE SOUTH 0°19'40° EAST (NOTE: DEED BEARING = SOUTH) 32.00 FEET ALONG THE WESTERLY BOUNDARY LINE OF SAID ENTIRE TRACT TO A POINT WHICH IS 85.00 FEET PERPENDICULARLY DISTANT SOUTHERLY FROM THE CONTROL LINE OF SAID PROJECT AT ENGINEER STATION 102+76.71; THENCE SOUTH 89*49'00" WEST 11.47 FEET PARALLEL TO SAID CONTROL LINE; THENCE NORTH 0*11'00" WEST 27.25 FEET TO A POINT OF CURVATURE WITH A 2.25-FOOT RADIUS CURVE TO THE LEFT, WHICH POINT IS 57.75 FEET PERPENDICULARLY DISTANT SOUTHERLY FROM SAID CONTROL LINE AT ENGINEER STATION 102+65.25: THENCE WESTERLY 3.53 FEET ALONG THE ARC OF SAID CURVE (NOTE: CHORD TO SAID CURVE BEARS NORTH 45°11'00" WEST FOR A DISTANCE OF 3.18 FEET, CENTRAL ANGLE = 90°00'00") TO A POINT OF TANGENCY WHICH IS 55.50 FEET PERPENDICULARLY DISTANT SOUTHERLY FROM SAID CONTROL LINE AT ENGINEER STATION 102+63.00: THENCE SOUTH 89*49'00" WEST 18.00 FEET PARALLEL TO SAID CONTROL LINE; THENCE NORTH 0°11'00" WEST 2.50 FEET TO THE NORTHERLY BOUNDARY LINE OF SAID ENTIRE TRACT AT A POINT WHICH IS 53.00 FEET PERPENDICULARLY DISTANT SOUTHERLY FROM SAID CONTROL LINE AT ENGINEER STATION 102+45.00: THENCE NORHT 89°49'00" EAST 31.63 FEET ALONG SAID NORTHERLY BOUNDARY LINE TO THE POINT OF BEGINNING AS SHOWN ON THE OFFICIAL MAP OF SAID PROJECT ON FILE IN THE OFFICE OF THE UTAH DEPARTMENT OF TRANSPORTATION.

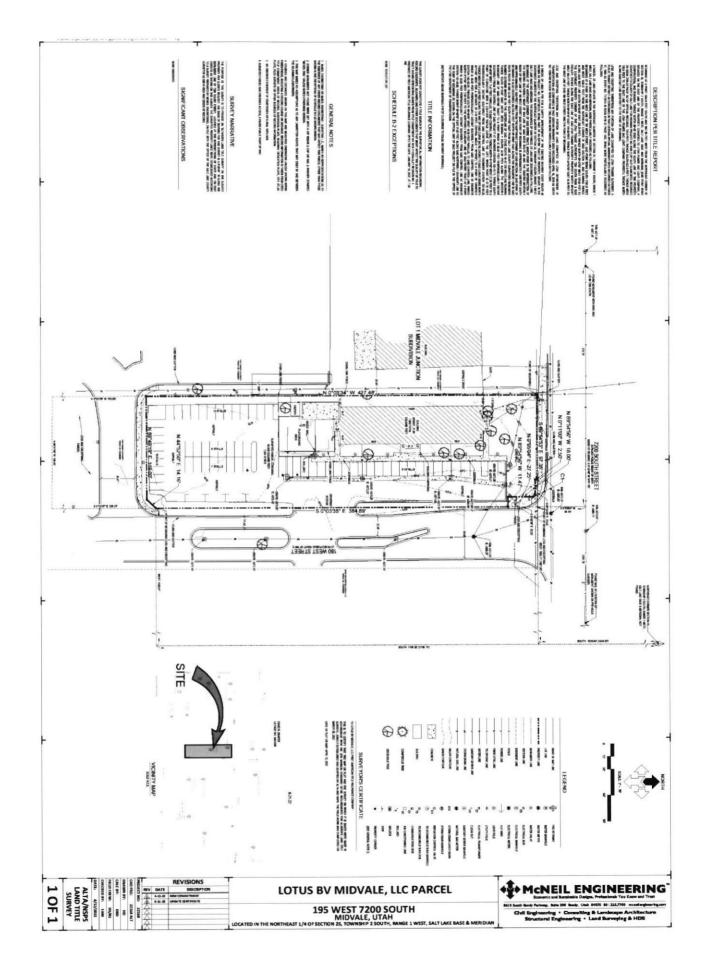


EXHIBIT B

Site Plan

PROPERTY INFORMATION

PROPERTY ADDRESS 195 WEST 7200 SOUTH MIDVALE, UT 84047

PARCEL ID

LOT SIZE 1.26 ACRES

ZONING DESIGNATION
ZONING DISTRICT

TODO (TRANSIT-ORIENTED DEVELOPMENT OVERLAY)

MULTIFAMILY RESIDENTIAL

GOVERNING CODES & ACTS

APPLICABLE CODE:

2019 INTERNATIONAL BUILDING CODE: (I.B.C.)
2019 INTERNATIONAL BUILDING CODE:
2019 INTERNATIONAL PURISHED CODE:
2019 INTERNATIONAL PURISHED CODE
2019 INTERNATIONAL FIRE CODE:
2019 INTERNATIONAL FIRE CODE
2020 NATIONAL ELECTRIC CODE
ANSI 117.1-30 AMERICAN NATIONAL STANDARDS INSTITUTE

APARTMENT UNIT SUMMARY

TOTAL 3 BEDROOM (3A) UNITS PROVIDED:	3 UNITS
TOTAL 2 BEDROOM (2G) UNITS PROVIDED	8 UNITS
TOTAL 2 BEDROOM (2F) UNITS PROVIDED	4 UNITS
TOTAL 2 BEDROOM (2E) UNITS PROVIDED	2 UNITS
TOTAL 2 BEDROOM (2D) UNITS PROVIDED	4 UNITS
TOTAL 2 BEDROOM (2C) UNITS PROVIDED	4 UNITS
TOTAL 2 BEDROOM (2B - ACCESSIBLE) PROVIDED:	1 UNITS
TOTAL 2 BEDROOM (2A) UNITS PROVIDED	19 UNITS
TOTAL 1 BEDROOM (1A - ACCESSIBLE) PROVIDED	2 UNITS
TOTAL A DEPOSIT OF A STREET OF STREET	EQ LIMITO

TOTAL 1 BEDROOM (1A) UNITS PROVIDED 59 UNITS 7 UNITS TOTAL APARTMENT LINITS PROVIDED

UNIT 3A (3 BEDROOM) SQUARE FOOTAGE	1.300 S.F.
UNIT 2G (2 BEDROOM) SQUARE FOOTAGE	975 S.F.
UNIT 2F (2 BEDROOM) SQUARE FOOTAGE	1.005 S.F.
UNIT 2E (2 BEDROOM) SQUARE FOOTAGE	995 S.F.
UNIT 2D (2 BEDROOM) SQUARE FOOTAGE	970 S.F.
UNIT 2C (2 BEDROOM) SQUARE FOOTAGE	1,085 S.F.
UNIT 2B - ACCESSIBLE (2 BEDROOM) SQUARE FOOTAGE	
UNIT 2A (2 BEDROOM) SQUARE FOOTAGE	955 S.F.
UNIT 1B · ACCESSIBLE (1 BEDROOM) SQUARE FOOTAGE:	
UNIT 1A (1 BEDROOM) SQUARE FOOTAGE	650 S.F.
STUDIO A SQUARE FOOTAGE	500 S.F.

PROJECT DIRECTORY

OWNER
LOTUS COMPANY
JOE TORMAN
34 SOUTH 600 EAST
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codyw@mcneileng.com STRUCTURAL ENGINEER
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LANSCAPE ARCHITECT McNEIL ENGINEERING SCOTT SCHOONOVER 8810 SANDY PKWY, Suite 200 SANDY, UT 84070 (801) 255-7700 ext. 152 scotts@mcneileng.com

PROJECT INFORMATION

THESE DRAWINGS ARE PART OF A SET OF CONSTRUCTION DOCUMENTS. THE CONSTRUCTION DOCUMENTS CONSIST OF ONE OR MORE OF THE FOLLOWING ELEMENTS.

CONSTRUCTION DRAWINGS SPECIFICATIONS
STRUCTURAL CALCULATIONS
CONTRACT FORMS AND CONDITIONS MODIFICATIONS AND REVISIONS

CONTRACTORS, SUBCONTRACTORS, AND OTHERS WHO PROVIDE LABOR AND/OR MATERIALS REFERENCING THESE DRAWINGS ARE RESPONSIBLE FOR OBTAINING AND REVIEWING ALL CURRENT CONSTRUCTION DOCUMENTS.

CONTRACTORS, SUBCONTRACTORS, AND OTHERS ARE TO REPORT ANY DISCREPANCIES OR ERRORS TO PRIV ARCHITECTURE, INC, IMMEDIATELY, ANY CHANGES TO THE PROJECT WILL BE VERIFIED WITH THE OWNER BY THE ARCHITECT AND REVISIONS WILL BE ISSUED BY ARCHITECT. CONTRACTORS ARE NOT TO MAKE ALTERATIONS OF ANY KING WITHOUT THE PRIOR WHITTEN CONSIST OF ARCHITECT. DISCREPANCIES NOT REPORTED IMMEDIATELY ARE RESPONSIBILITY OF CONTRACTOR.

CONTRACTORS SHALL NOT SCALE FROM DRAWINGS. DIMENSIONS ARE PROVIDED TO ALLOW FOR ACCURATE CONSTRUCTION OF BUILDING. QUESTIONS ARISING FROM DIMENSIONS SHOULD BE RESOLVED BY CONTACTING ARCHITECT.

VICINTY MAP

ARCHITECTURAL DRAWINGS

COVER SHEET FLOOR PLANS

FLOOR PLANS EXTERIOR ELEVATIONS



MIDVALE, UT 84047







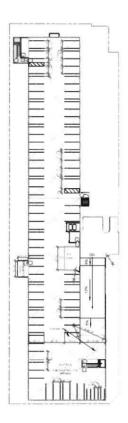
PARKING CALCULATIONS				
REQUIRED PARKING	UNIT COUNT:	STALL COUNT		
1 STALL PER 1-BEDROOM UNIT	61 UNITS	61 STALLS		
1.25 STALLS PER 3-BEDROOM UNIT	35 UNITS	44 STALLS		
1.5 STALLS PER 3-BEDROOM UNIT	3 UNITS	5 STALLS		
1 STALL PER STUDIO UNIT	7 UNITS	7 STALLS		
ADDITIONAL 1 STALL PER 4 UNITS		106/4 = 27 STALLS		
TOTALS	106 UNITS	144 STALLS		
PROPOSED PARKING	UNIT COUNT.	STALL COUNT:		
PARKING STALLS	103 UNITS	140 STALLS		
	3 LINITS	5 STALLS		
ACCESSIBLE PARKING STALLS				
ACCESSBLE PARKING STALLS TOTALS	106 UNITS	145 STALLS		
TOTALS	106 UNITS	145 STALLS		

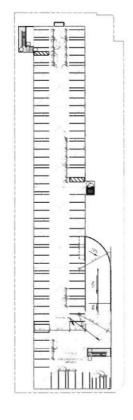
NOTE.

MIDNALE MUNICIPAL CODE 17-7-17 (7G)

THE MINIMUM REQUIRED ON-SITE PARKING MUST BE PROVIDED FOR THE USE OF THE DWINER OR TENANT OF A DWELLING UNIT NO M MIXEDUSE PROJECT OR A MULTIFAME VOMELLING AND THER QUESTS AT NO ADDITIONAL COST SEYOND THE BASE MALE DISEASE REPRESENTED.

PAR	KING LOT LEGEND
_	PARKING STALL
222	ACCESSIBLE PARKING STALL
	CONCRETE WALL
Total Control	248 00/1



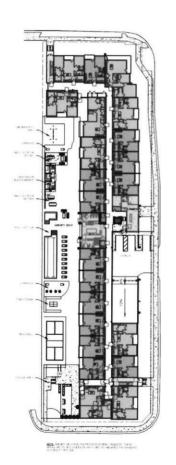


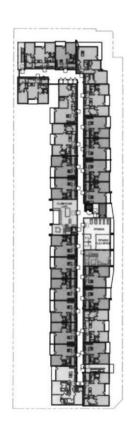
LEVEL -1 PARKING
1/32" = 1'-0"

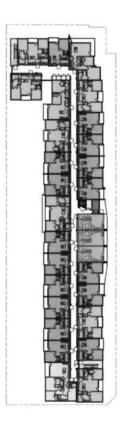


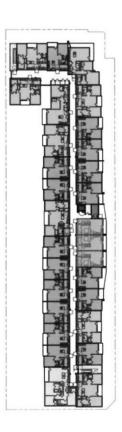
UNIT MIX						
BUILDING TYPE	FLOOR	1 BEDROOM (650 sf)	2 BEDROOM (950 - 1,198 sf)	3 BEDROOM (1,300 sf)	STUDIO (500 sf)	TOTAL
Ember Apartment Building	LEVEL 1	13	9	0	0	22
	LEVEL 2	16	8	1	1	26
	LEVEL 3	16	9	1	3	29
	LEVEL 4	16	9	1	3	29
	BUILDING TOTAL	61	35	3	7	106











① LEVEL 1 1/32" = 1'-0"

② LEVEL 2

3) LEVEL 3

LEVEL 4





EXTERIOR MATERIAL	PERCEN	TAGE	ES
	MATERIAL SF		<25%
STUCCO	1,036 SF	21%	Y
WOOD SIDING	402 SF	2%	
HARDIE PANELS WI TRIM	2,093 SF	42%	
CORRUGATED METAL PANELS	1,075 SF	22%	
BRICK.	0.8F	.0%	
METAL PANELING	321 SF	7%	
TOTAL MATERIAL SQUARE FOOTAGE	4,927.SF	100%	
		0	>25%
FENESTRATIONS	1,856 SF	38%	Y
SOUTH ELEVATION (BACK)	MATERIAL SF	5	<505
STUCCO	2,300 SF	48%	Y
WOOD SIDING	183 SF	4%	
HARDIE PANELS W/ TRIM	1.572 SF	32%	
CORRUGATED METAL PANELS	553 SF	11%	-
BRICK	0.8F	0%	
METAL PANELING	230 SF	5%	-
		-	-
TOTAL MATERIAL SQUARE FOOTAGE	4 838 SF	100%	
200700000000000000000000000000000000000			>255
FENESTRATIONS	1.960 SF	34%	Y
			_
EAST ELEVATION (FRONT)	MATERIAL SF	2	<255
STUCCO	2,625 SF	15%	A
WOOD SIDING	441 SF	3%	
HARDIE PANELS W/ TRIM	7.579 SF	43%	
CORRUGATED METAL PANELS	5593 SF	32%	
BRICK	425 SF	2%	
METAL PANELING	825 SF	5%	
TOTAL MATERIAL SQUARE FOOTAGE	17.458 SF	100%	
			>251
FENESTRATIONS	8.863 SF	51%	Y
WEST ELEVATION: (SIDE)	MATERIAL SF	5	<101
STUCCO	3.874 SF	25%	Y
WOOD SIDING	354 SF	2%	
HARDIE PANELS W/ TRIM	5.803 SF	37%	
CORRUGATED METAL PANELS	5.396 SF	34%	
BRICK	0.SF	D%.	
METAL PANELING	265 SF	2%	
	15.692 SF	100%	
TOTAL MATERIAL SQUARE FOOTAGE			
TOTAL MATERIAL SQUARE FOOTAGE			>155

NOTE MEDVALE MUNICIPAL CODE 17-7-17.3(1);1(d) Stucco. The planning commission may determine on a case-by-case basis. That the architectural detail and excellence of a structure is such that the use of stucco in excels of this standard or avainanted.







	COMMON EARTHWORK NOTES * APPRICATION OF CONTROL AND ADMINISTRATION OF CONTROL ADMINISTRATION
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DRAWN BY: TG
CHECKED BY: ST
DATE: SEPTEMBER 2022
PROPERTY NO:
LANDSCAPE
NOTES 8

DESCRIPTION

LOTUS EMBER

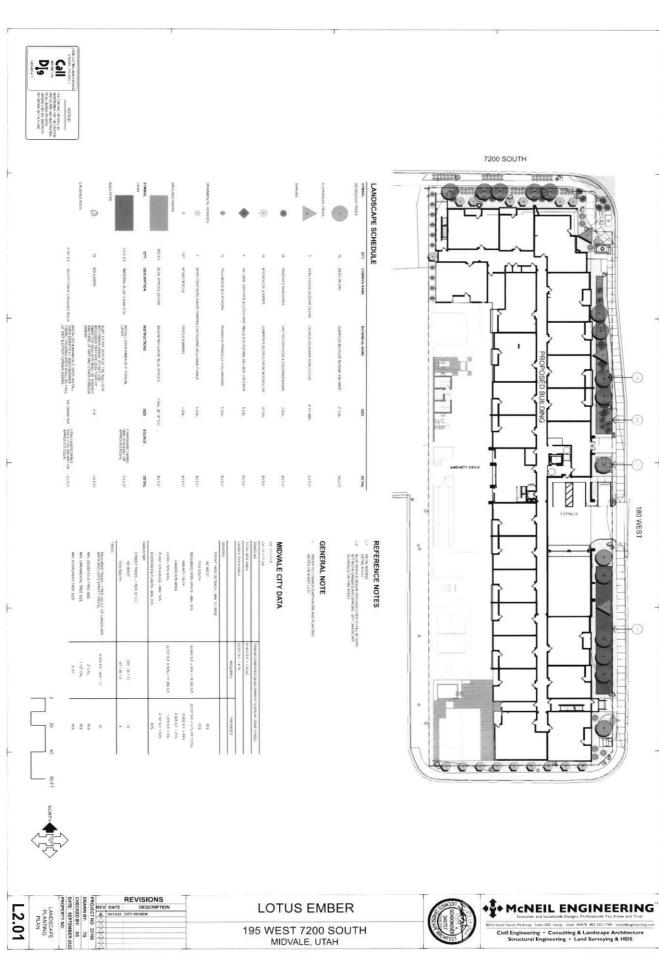
195 WEST 7200 SOUTH MIDVALE, UTAH



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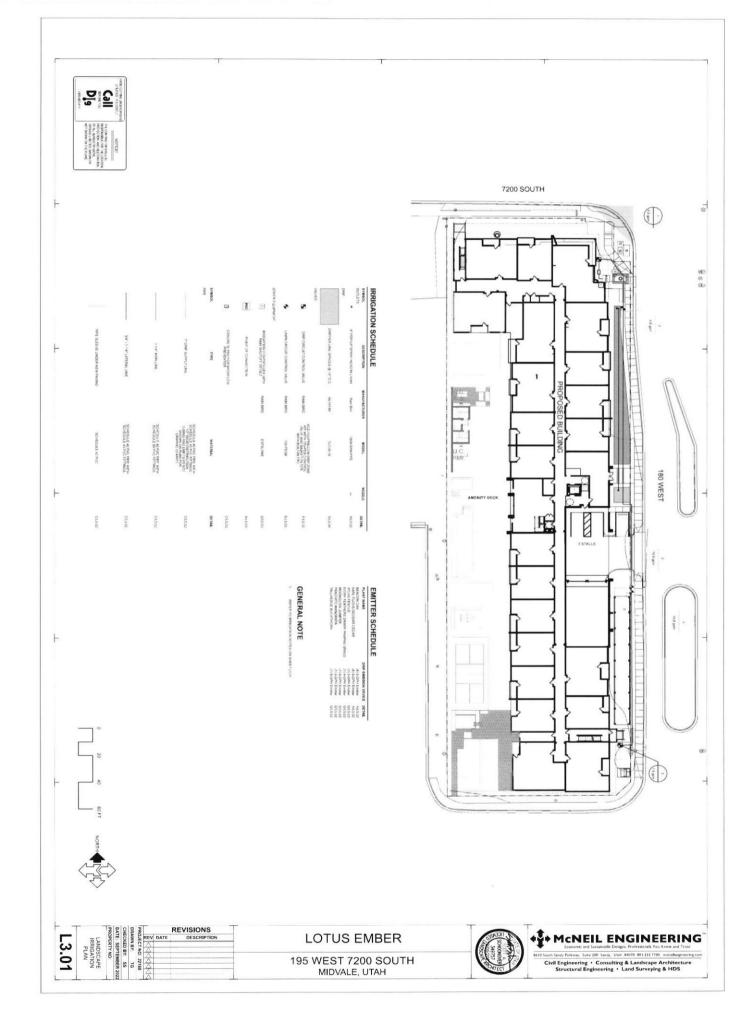
South Sandy Parkway, Soile 200 Sandy, Utah 84978 801 255 7700 menellengineering
Civil Engineering • Consulting & Landscape Architecture
Structural Engineering • Land Surveying & HDS

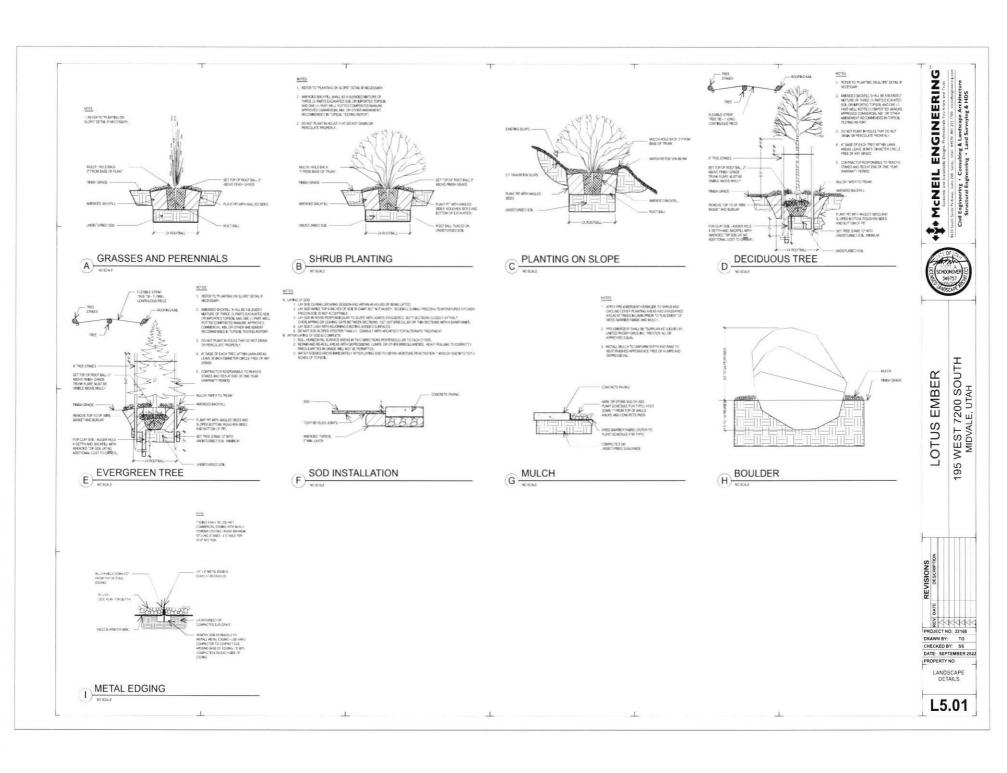


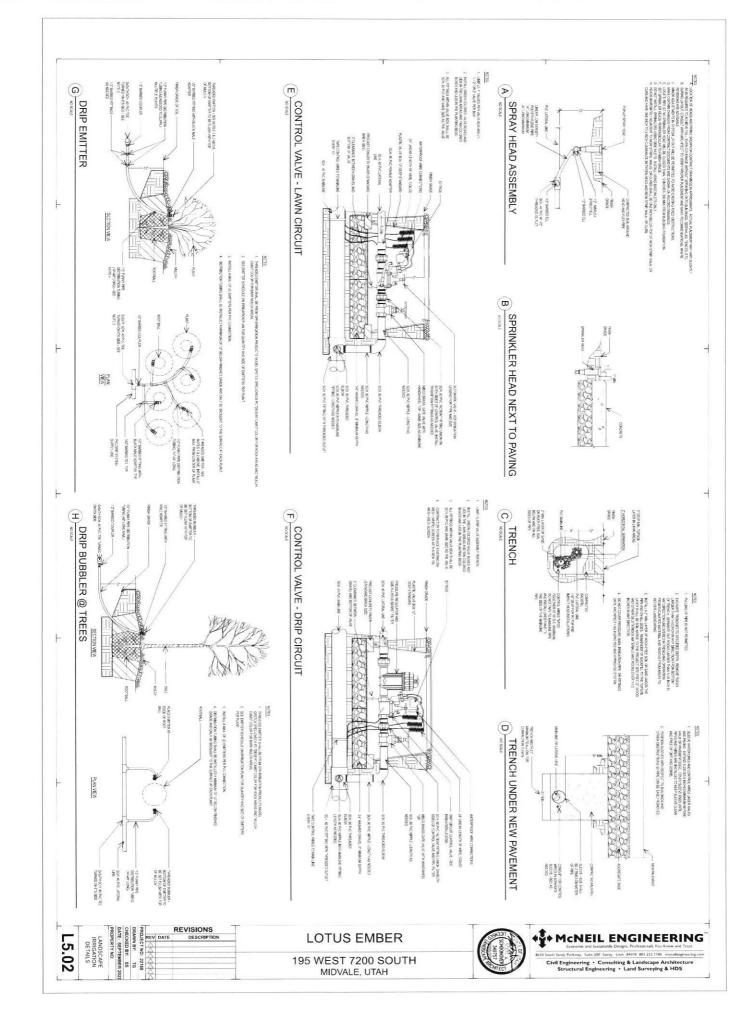
MIDVALE, UTAH

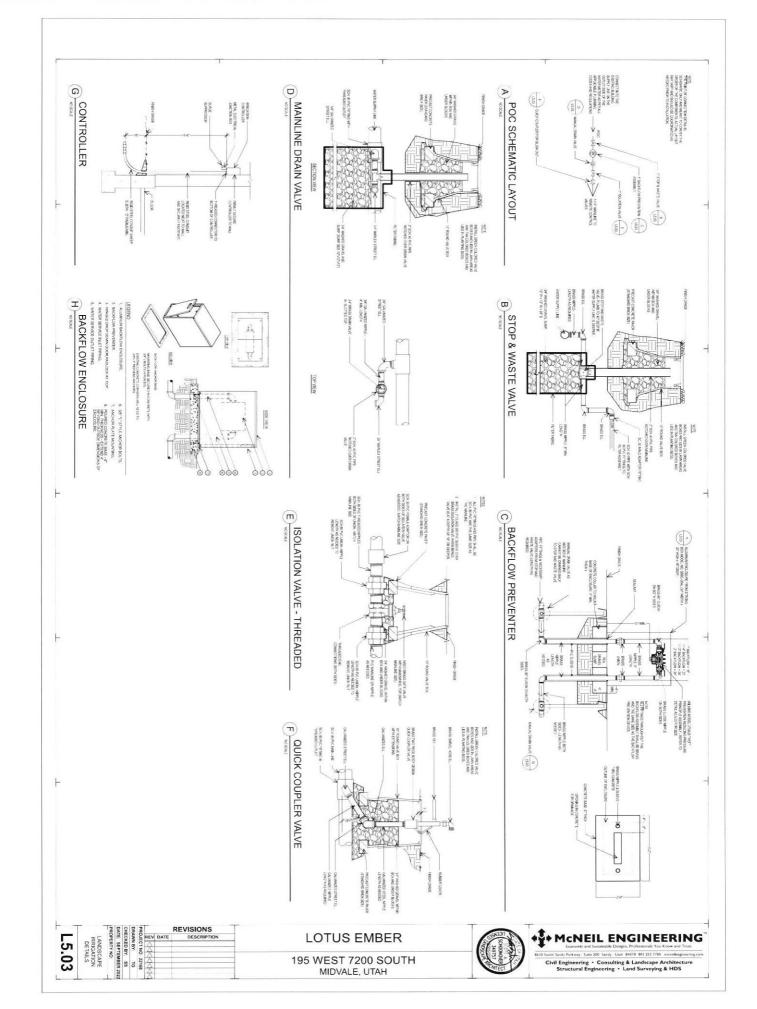


Civil Engineering • Consulting & Landscape Architect Structural Engineering • Land Surveying & HDS









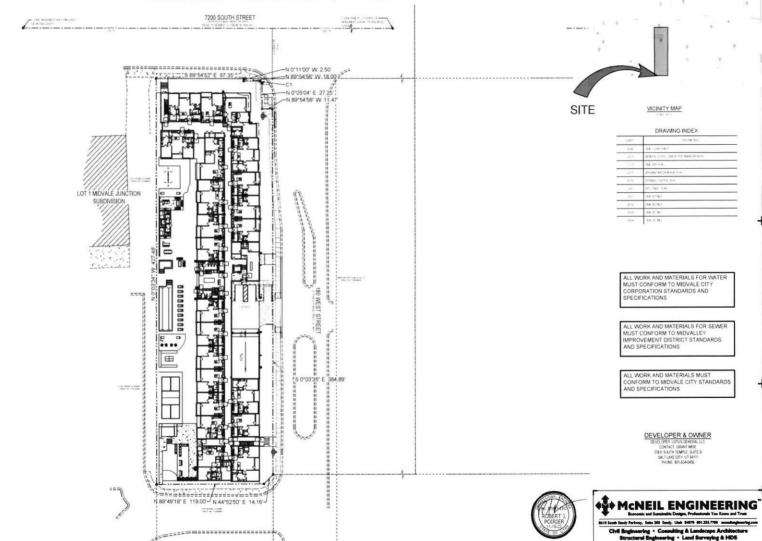
LOTUS EMBER CONSTRUCTION PLANS

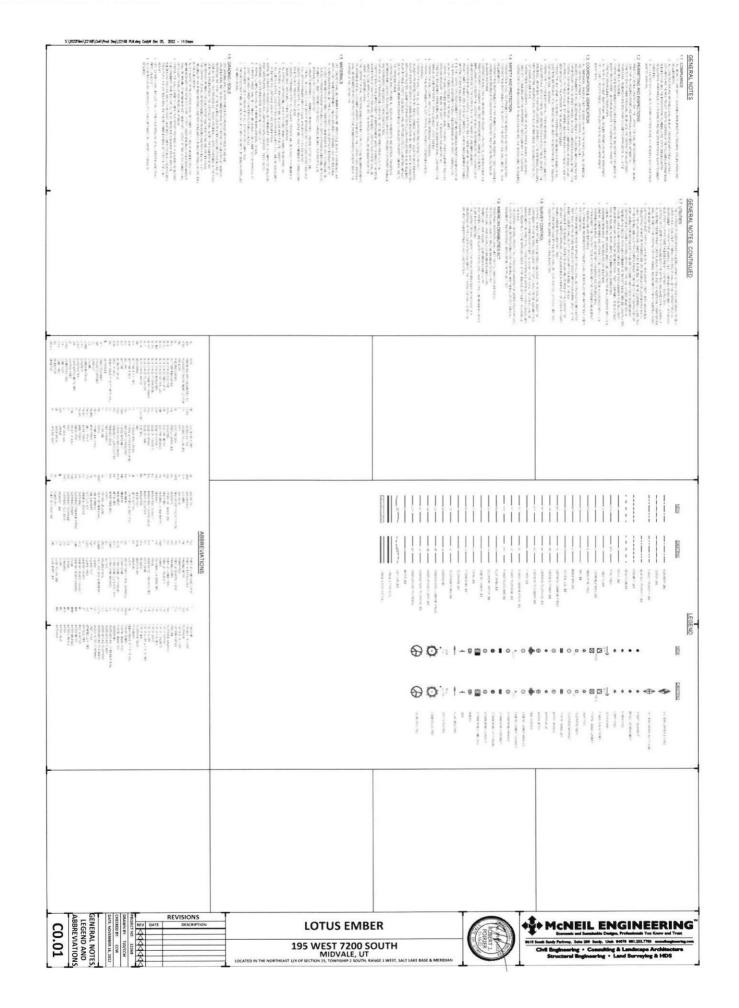
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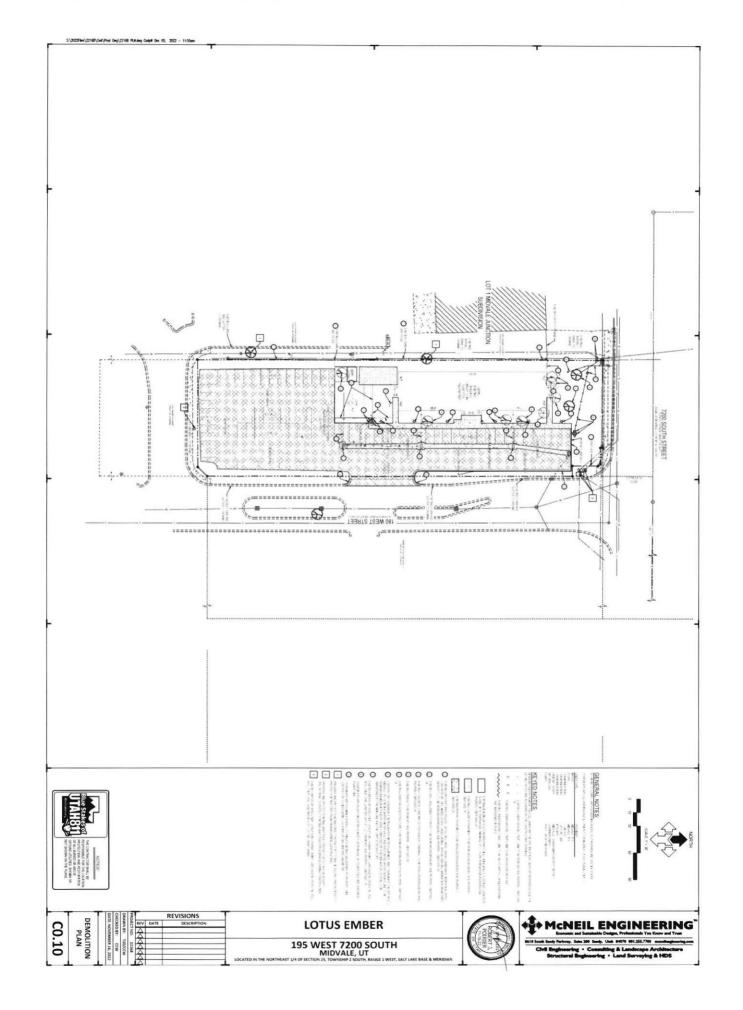
195 WEST 7200 SOUTH

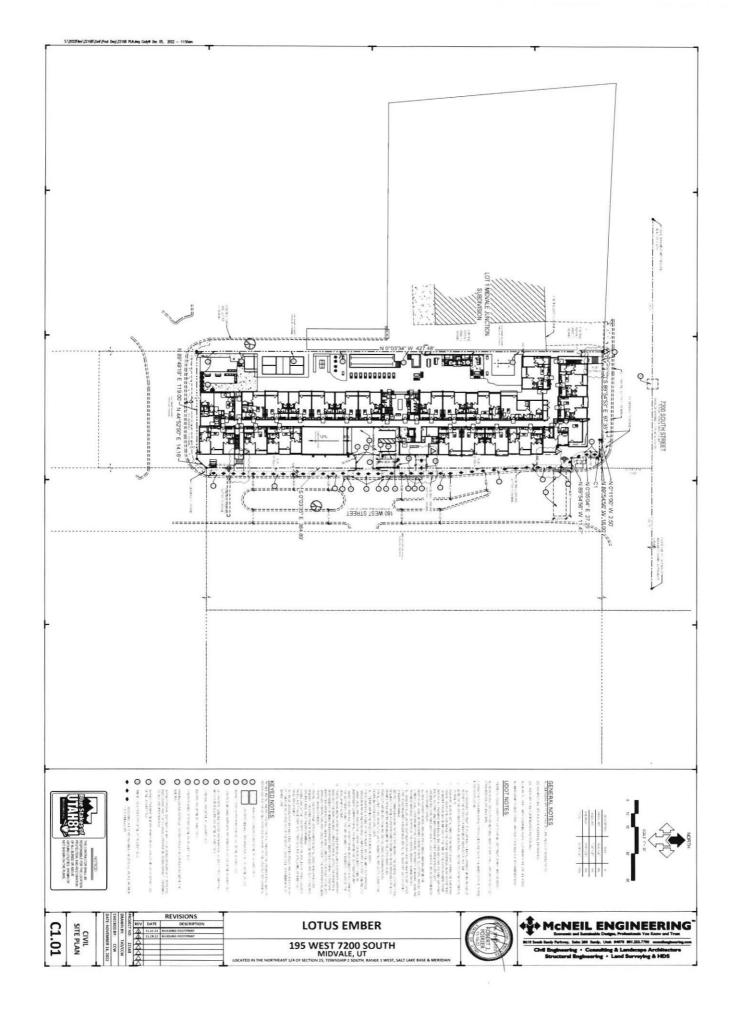
MIDVALE, UT

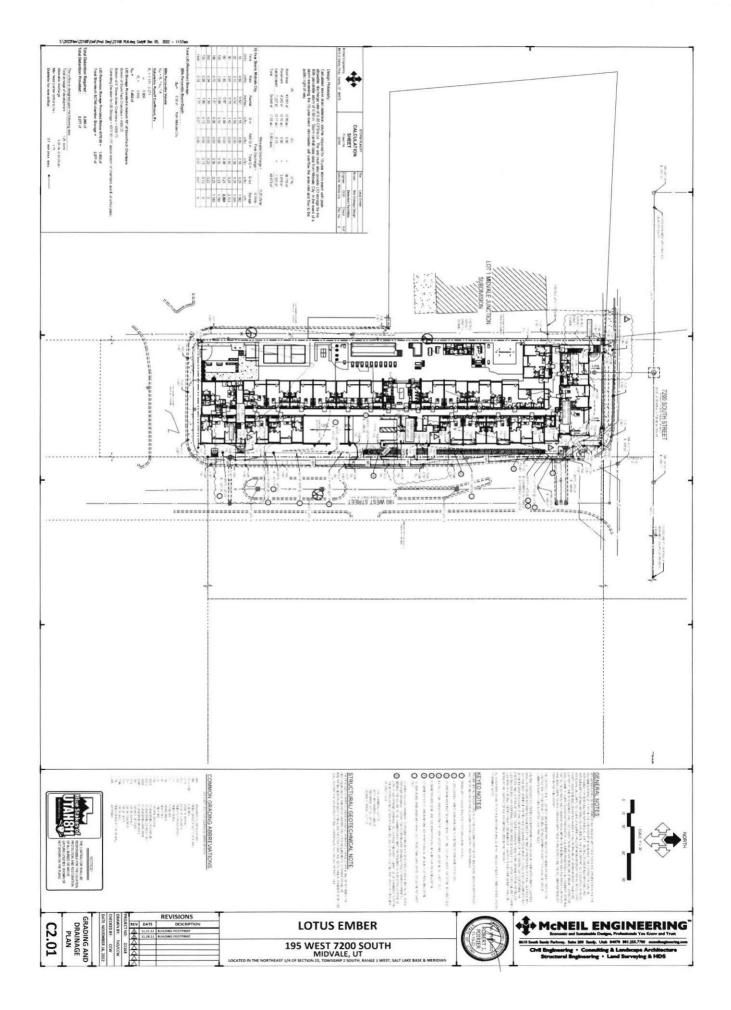
LOCATED IN THE NORTHEAST 1/4 OF SECTION 25, TOWNSHIP 2 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN

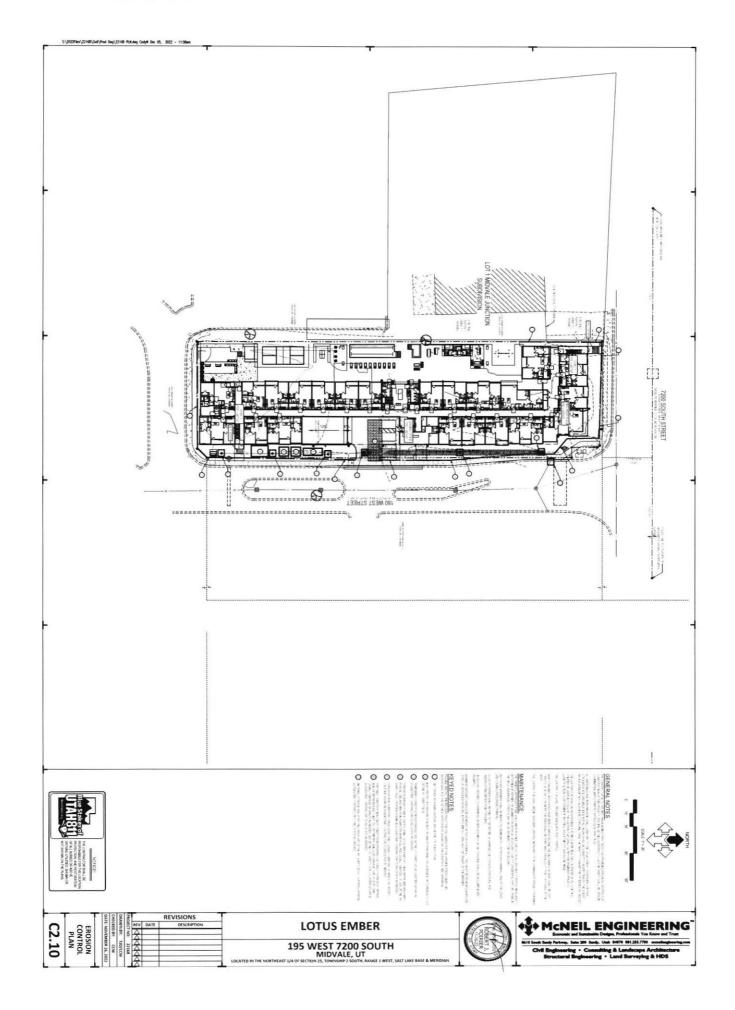


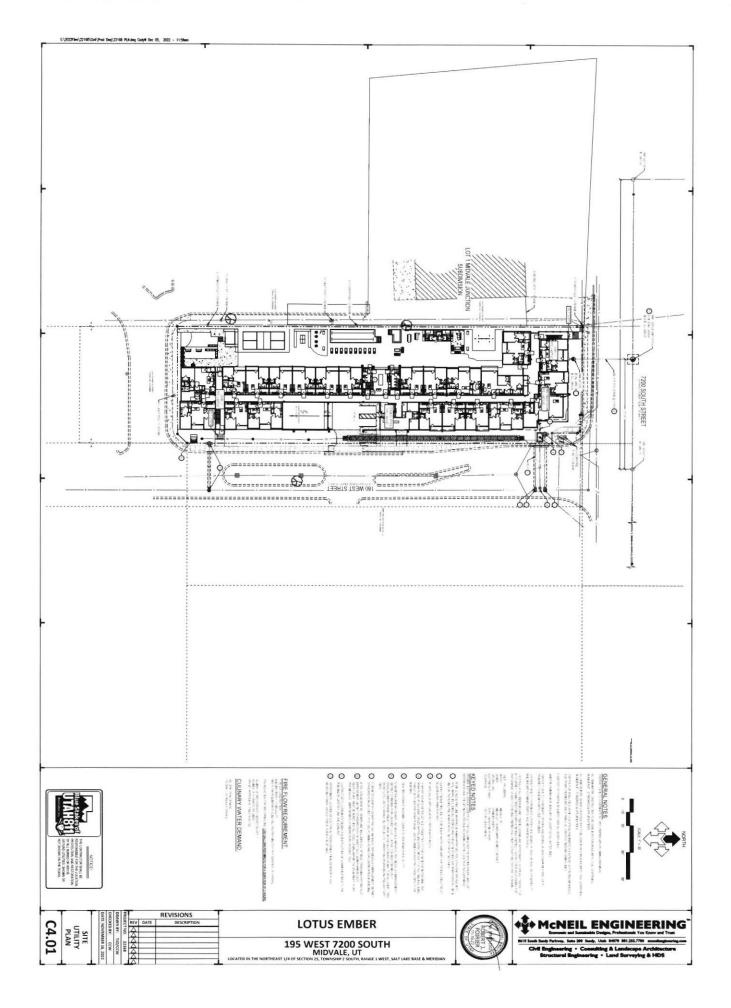


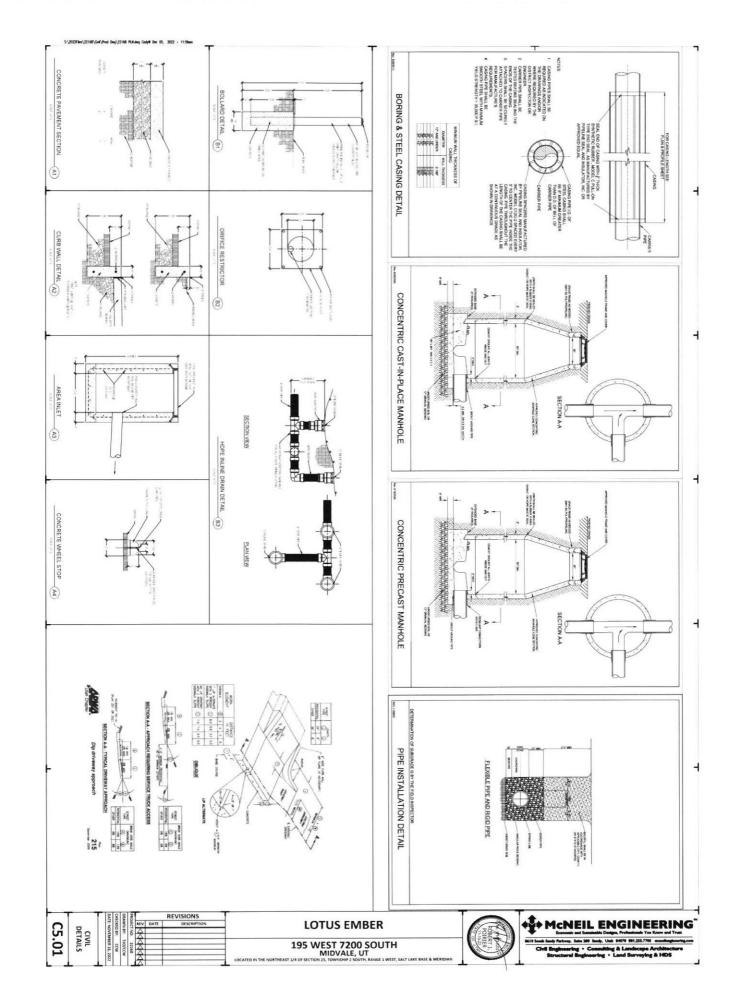


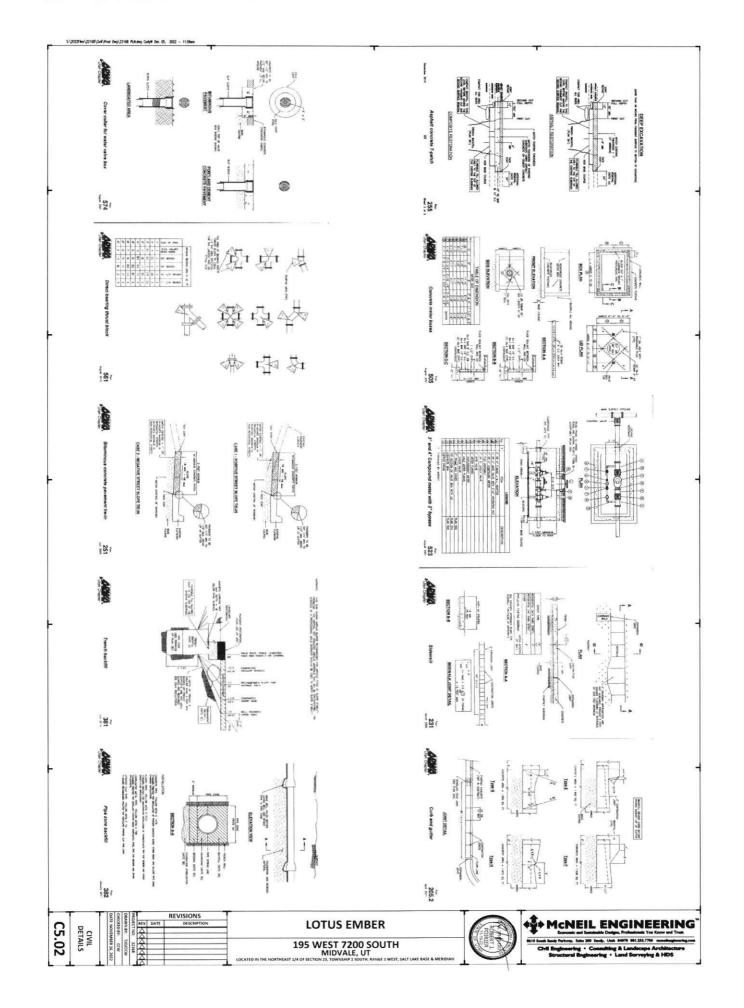


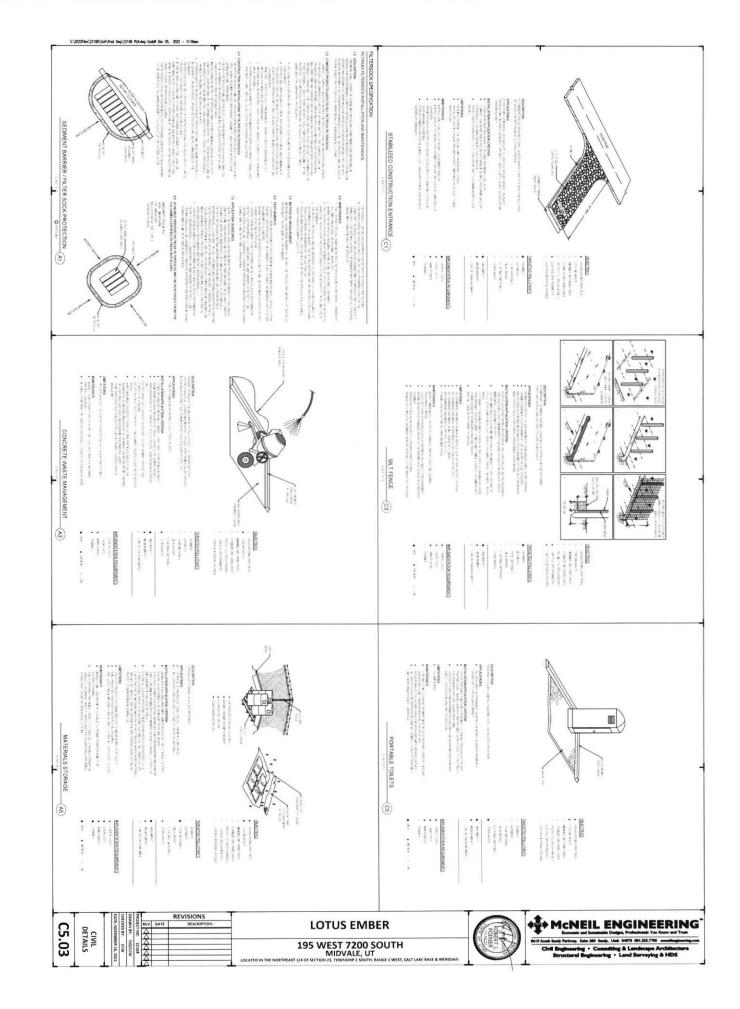


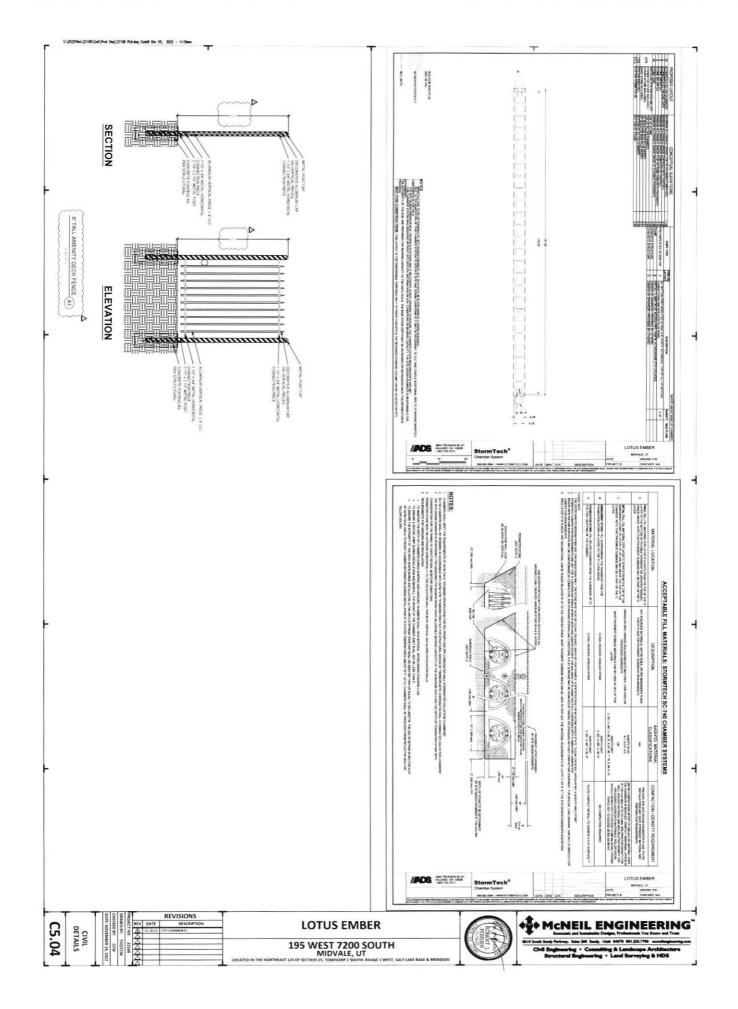












	Total contract		ELECTIVICAL STREET	Men	Pun consul
1	BRANCH CANCELL CONCENTED IN CELTURE ON WAIT	77	FIGURE THE SHIRO.	80	TAPE IN TOTAL
1	BANCH CROUT CONCOLED IN GROUND OR FLOOR		LINER FILTURE (THYCAL)	(A)	FRE ALARM CONTROL PANEL
4-13	BANCH CIRCUIT HONDRING TO PANEL		BIEROBICY LIDHING UNIT	Will	REMOTE FIRE ALMIN ANNUNCATOR PANEL
033	SORTH MODE	0	SHEADS ON NORMAL MOTHER EXCITING	×	FRE ALASM NAC PANEL
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(2)	FEEDOR DAG (SEE FEEDOR SOCIOLE)	8	WILL PICK	E73	ESUMO DONS/385
00	CHARTEN SACE ON DALLY	I	Delice delic	0	FRE WAY LITT STUDY
97/0	POLINE LIZHWOOSE	N N	MOX UD-PMC	88	BOSIS NAVE 365
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	JUNCTION BOX	101	CELING MOUNTED EXIT FROM (SOURCE FACE)	847	LEG WAY SECUSIONS/COMPLEX NAT'S 380
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9 4	MICHEMPROOF COMPS & LISTED MICHEMPTER PROTECTED BY FAULT CRICK! MTSREAFTER			9	FRE ALMAN HOPN (LF - LOW FREQUENCY)
# P			AGIN SALCH	8	CLUNCA DATED BOLLS NATA 38.
g 2	_	٠.	MARTY STALLS ALL DESIRE STAND STALL	8	GENTON SATISO BOSIS/NSOH NAVY 381
200		e #		89,	(V = LOW FREQUENCY) (V = LOW FREQUENCY)
× S	HUBBILL USBYSHAM OR FOLK DUPLIX PLUS USB DWHICH TAMPED RESISTANT	8 8	CONTRACT STATES CONTROL SHEET WHILL DAMACE CONTROL OWNER, STATES C	8	LIBE WAYN HON CETAM MOVILED
9	DUPLIX REGIFIECU OUTLET	85	DUAL RELAY OCCUPANCY SONSOR CONTROL SWITCH	ð,	LEG WITH HOM CENTUR MOTHER (P. = (10 LEGOROGIC)
٠	LITURO FIDNICADES OND	sa	HOUSE SAMS TIBROS	0	SWOTE DELICION (SYBEOGRES, NO. DELICION)
٠	LITLING TOWARDS ATHER GROW LIVES	⊗¢ ⊗¢	(LETTER INDICATES CONTROL OF CORRESPONDING FIXTURES)		SHORE (CHROM MONODEE KEN'N CONSO SHTEM-SHORE)
9	ZZOV RECEPTAGE OUTLET	\$4\$	(LETTER INDICATES CONTROL OF CORRESPONDING FIXTURES)		SMOR DETECTOR WITH ADDRESSMEL RELAY
٠	TONIADIM ONDIA GUNDA	0	OCCUPANCY SENSOR (DELING MOUNTED)	-	SON ECONOCI HIM ROCKED BOX
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00	CAND DINION SATIS	8	MON COMBATTER	0	ONS DETECTOR
•	TONISCOR WORK	8	BOSIGS THOUSAND	å .	CARBON MONOROX/MITROGEN DIOXIDE SENSOR (CARACE)
0	MOLDE ONITE	9	TEOROR	0	ADA THO-HAY COMMUNICATIONS SYSTEM
101	DRIVIST FAN	0	VOLUME COMPROX.	1	ACCESS COMPROL NEY PAGE
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E0.1

LOTUS EMBER

195 WEST 7200 SOUTH MIDVALE, UT

DECEMBER 2, 2022 J22333.00

SHEET INDEX

SHEET INC

LICINOL CORE SHET

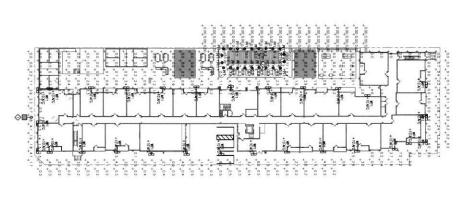
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UNITED OF SHETS



ELECTRICAL COVER SHEET

120 130 DALL DALLATON BLLYIN 2704# 14.70A SITE LIGHTING FIXTURE SCHEDULE 12 NONE NONE N/A 3.0 MONE NONE





PHOTOMETRIC PLAN

ELECTRICAL 1837 S. EAST BA PHONE 801:375	A	
Y 8LVD.		
MECHANI PROVO UTAH 64 FAX 801.375.2	E X	

AVERAGE MAXIMUM MAX/AVERAGE

POOL CALC ZONE
RACE 34.4 fc
BILS fc
//MERAGE 2.4 fc

MAXIMUM MAX/AVERAGE

1.6 fc 77.1 fc 48.2 fc

PROPERTY CALC ZONE

MP1 PRIVINE

FIXTURE COUNTS

BE

BLANTING
22
28

MAXINUM MAX/AVERAGE

0.00 fe 0.01 fe N/A fc

TRESSPASS CALC ZONE

1282292	DATE PLOTTED.	722341.00	1084	OPYRIGHT
HANICAL AH 64806 375.2676	PROVO UT		2228	ELECTRICAL 1837 S. EAST BAY PHONE 801.375.1
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REMARKS

181	



PHOTOMETRIC PLAN E1.1

LOTUS EMBER

DECEMBER 2, 2022

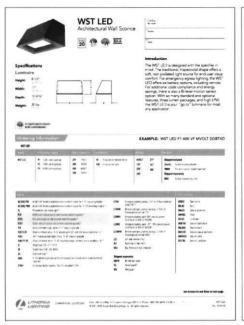
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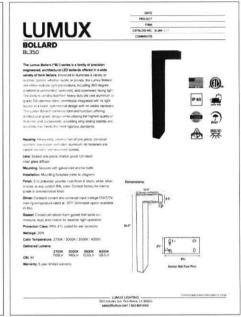
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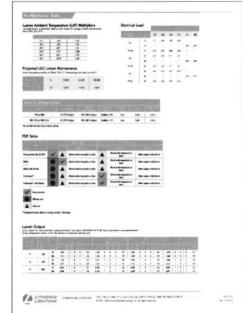
© DOSTRIG STREET LIGHT WITH LINKWOWN LAMENS.

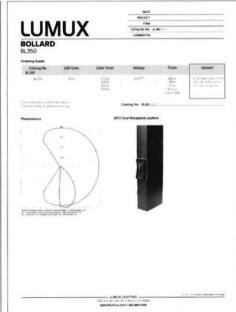
© PRY POOL BOLLHO MOUNTED AT 3'-0".

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DECEMBER 2, 2022

195 WEST 7200 SOUTH MIDVALE, UT LOTUS EMBER

LIGHTING **CUT SHEETS**

E1.2



