



Midvale City
7505 South Holden Street
Midvale, UT 84047
801-567-7200
www.midvalecity.org

**MIDVALE CITY COUNCIL MEETING
AGENDA
August 11, 2015**

PUBLIC NOTICE IS HEREBY GIVEN that the **Midvale City Council** will hold a regular meeting on the **11th day of August, 2015** at Midvale City Hall, 7505 South Holden Street, Midvale, Utah as follows:

**6:30 PM
INFORMATIONAL ITEMS**

- I. DEPARTMENT REPORTS**
- II. CITY MANAGER BUSINESS**

**7:00 PM
REGULAR MEETING**

- III. GENERAL BUSINESS**
 - A. WELCOME AND PLEDGE OF ALLEGIANCE
 - B. ROLL CALL
 - C. Proclamation honoring Gus Katis

- IV. PUBLIC COMMENTS**

Any person wishing to comment on any item not otherwise on the Agenda may address the City Council at this point by stepping to the microphone and giving his or her name for the record. Comments should be limited to not more than three (3) minutes, unless additional time is authorized by the Governing Body. Citizen groups will be asked to appoint a spokesperson. This is the time and place for any person who wishes to comment on non-hearing, non-Agenda items. Items brought forward to the attention of the City Council will be turned over to staff to provide a response outside of the City Council meeting.

- V. COUNCIL REPORTS**
 - A. Councilmember Paul Hunt
 - B. Councilmember Quinn Sperry
 - C. Councilmember Wayne Sharp
 - D. Councilmember Stephen Brown
 - E. Councilmember Paul Glover

- VI. MAYOR REPORT**
 - A. Mayor JoAnn B. Seghini

VII. PUBLIC HEARING(S) - 7:00 PM

- A. Consider a Text Amendment request for allowance of electrified security fencing for non-residential outdoor storage areas [*Matt Hilderman, Associate Planner*]

VIII. CONSENT AGENDA

- A. Approve Minutes of July 7 and 14, 2015 [*Rori Andreason, H.R. Director/City Recorder*]

IX. ACTION ITEMS

- A. Approve Resolution No. 2015-R-40 Authorizing the Mayor to enter into a contract with Hogan and Associates for the Main Park Splash Pad [*Keith Ludwig, City Engineer*]
- B. Approve Resolution No. 2015-R-41 Approving a Development Agreement for the "Founders Point Project, fka Kimpton Square Project", located at the northwest corner of 7800 South and Holden Street. [*Lesley Burns, City Planner*]

X. DISCUSSION ITEMS

- A. Discuss Declaring Surplus Property [*David Starkey, Senior Accountant*]
- B. CBC / Facilities Update [*Kane Loader, City Manager*]

XI. ADJOURN

In accordance with the Americans with Disabilities Act, Midvale City will make reasonable accommodations for participation in the meeting. Request assistance by contacting the City Recorder at 801-567-7207, providing at least three working days advance notice of the meeting. TTY 711

A copy of the foregoing agenda was provided to the news media by email and/or fax; the agenda was posted in the City Hall Lobby, the 2nd Floor City Hall Lobby, on the City's website at www.midvalecity.org and the State Public Notice Website at <http://pnm.utah.gov>. Council Members may participate in the meeting via electronic communications. Council Members' participation via electronic communication will be broadcast and amplified so other Council Members and all other persons present in the Council Chambers will be able to hear or see the communication.

PLEASE MAKE SURE ALL CELL PHONES ARE TURNED OFF DURING THE MEETING

DATE POSTED: AUGUST 7, 2015

**RORI L. ANDREASON, MMC
H.R. DIRECTOR/CITY RECORDER**



MIDVALE CITY COUNCIL SUMMARY REPORT

Meeting Date: August 11, 2015

SUBJECT:

Public Hearing for a text amendment request for the allowance of electrified security fencing for non-residential outdoor storage areas

SUBMITTED BY:

Matt Hilderman, Associate Planner

SUMMARY:

The Electric Guard Dog Company, based out of Columbia, South Carolina, submitted a proposed text amendment that would allow the installation of electrified fencing for security purposes within non-residential outdoor storage areas. This text amendment proposal is being requested for the purpose of a business located within Midvale City that has had several thefts from their outdoor storage area in the recent months. The property owner and applicant have determined additional security features should be installed to help deter further criminal activity.

The Planning Commission reviewed the text amendment request and conducted a public hearing on May 13, 2015 and June 10, 2015. The Planning Commission reviewed the submitted information and discussed the aesthetics of this use, the locations of where this use is proposed, and the surrounding neighborhoods and overall city character associated with this proposed use. It was the Planning Commission's decision to forward a positive recommendation with the following motion:

"In order to accommodate uses not originally contemplated when the Zoning Ordinance was originally adopted and to further provide safety and security of individual properties and their uses, we move to forward a positive recommendation to the City Council to add language in the Clean Industrial Zone District under the fencing provision to include electrified security fencing for an outdoor storage use as included in Attachment A."

To summarize Attachment A, the Planning Commission is recommending electrified security fencing with the following parameters:

- Allowed as a Conditional Use in the Clean Industrial Zone District
- Applicant to present evidence that a higher degree of security is required
- Electrical fences may have a maximum height of 10-feet and any fence higher than 6-feet requires a building permit
- Electrical fence must be completely surrounded by a minimum 6-foot, non-electrified fence and located a maximum of 12-inches inside the perimeter fence or wall
- "Warning-Electric Fence" signage to be located on each side of electrical fence at 60-foot intervals

Some concerns were raised by the City Attorney and City Building Official regarding this request. The Building Official has a concern that the Building Codes adopted by the State and the City does not address this type of electrical fencing, leaving the Building Department unable to regulate and inspect the

electrical component of these fences. The City Attorney has liability concerns for the City if someone or something were to be caused harm or damage.

On July 14, 2015, the City Council discussed this item and requested some additional information as to whether or not the City can adopt Building Codes to address this specific type of use. In researching the legality of the City adopting building codes beyond those adopted by the State, the City Attorney's office has indicated that there is not a definitive answer. It could be argued either way, with a final decision resting with a judicial determination if the City were challenged. One possible solution could be to add language to the proposed text amendment (Attachment A) that states the City is not responsible for the review and inspection of the electrical components of the fence. However, there is still a concern of the City's liability associated with this proposed use.

FISCAL IMPACT: N/A

STAFF RECOMMENDATION:

Staff recommends that the City Council conducts a public hearing, reviews all comments received, discusses the information provided, and provides Staff with a direction on how it would like to proceed. If the Council would like to move forward with this amendment, Staff will prepare an appropriate ordinance for the Council's consideration at the next available meeting.

Attachments:

- Attachment A
- Applicant Statement of Need
- Clean Industrial Zone Districts

ATTACHMENT A
Electrified Security Fencing
Revised: 06-05-2015

Text Additions
 Text Deletions

17-2-5 “E” definitions.

“Elderly person” means a person who is sixty years old or older, who desires or needs to live with other elderly persons in a group setting, who may or may not be capable of living independently.

“Electrified security fence” means a fence designed to protect a property or properties from intrusion by means of conducting an electric current along one or more wires thereof so that a person or animal contacting any such wire or wires will receive an electric shock.

“Elevation” means the outer surface of a building.

17-2-6 “F” definitions.

“Fence” means a structure made of various materials that separates, encloses, screens or divides outdoor areas, including property perimeters. The term “fence” includes, but is not limited to, net screening for recreational activities, masonry walls, hedges, bollards with chains, posts with rails, and barriers.

“Fence, electrified security. See “Electrified security fence”.

“Filtered light fixture” means any outdoor light fixture that has a refractive light source.

Revise Use Table CI (17-7-13.2)

Uses

Type	Allowed	Administrative	Conditional	Business License
Fences				
≤ 6'	X			
> 6'		X		
W/barbed or razor wire			X	
Electrified security			X	

Add new section and language as follows: CI (17-7-13.9 B.1.f)

B. Specific Review Criteria for Certain Conditional Uses. In addition to the foregoing, the community and economic development department and planning commission must review each of the following criteria when considering approving or denying an application for each of the following conditional uses:

f. Electrified Security Fence. Each application for an electrified security fence must comply with the following:

- i. Evidence must be presented showing that a higher degree of security is required that cannot be provided by a standard fence.
- ii. Electric fences shall be constructed and installed in conformance with the specifications set forth in International Electro Technical Commission (IEC) Standard No. 60335-2-76, regulating the fence location, prohibited zones for pulsed conductors, separation of electric fences from physical barriers, and operation of the electric security fence.
- iii. The energizer for electric fences must be driven by a commercial storage battery not to exceed 12 volts DC. The storage battery should be charged primarily by a solar panel; however, the solar panel may be augmented by a commercial trickle charger.
- iv. The electric charge produced by the fence upon contact shall not exceed energizer characteristics set forth in paragraph 22.108 and depicted in Figure 102 of IEC Standard No. 60335-2-76.
- v. No electric fence shall be installed or used unless it is completely surrounded by a non-electrical fence or wall that is not less than six feet (6') in height. The electric fence shall be located a maximum of twelve-inches (12") inside the perimeter fence or wall. It shall be the responsibility of the property owner to ensure weeds and debris do not accumulate between the non-electrical fence or wall and electrical fence. Where the perimeter fence is constructed of concrete or a masonry product, the electric fence may be attached to the top of the fence or wall with brackets, provided the overall height of the fence does not exceed ten-feet (10'), the electrical fence does not extend beyond the outside perimeter fence or wall, and no portion of the electric fence is greater than twelve-inches (12") from the non-electrical fence or wall.
- vi. Electric fences shall have a maximum height of ten-feet (10') and shall not be located within a front yard setback. Any fence greater than six-feet (6') in height shall require a building permit for the fence installation.
- vii. Electric fences shall be clearly identified with warning signs not to exceed 0.075 sq. ft. (12"x9") in size stating: "Warning – Electric Fence". Signs shall be located on each side of the electrical fenced area at intervals of sixty-feet (60') on each side. Signs on different fence elevations can be closer than sixty-feet (60'). The business name and/or advertising copy shall not be allowed on these warning signs.
- viii. If the applicant's proposal has the capability, electric fences shall be governed and regulated under burglar alarm regulations and shall receive approval, beforehand, from the applicable regulatory agency-(ices); i.e. UPD, UFA; before a building permit application can be approved.



The #1 Theft Deterrent Service in the U.S.

121 Executive Center Drive • Suite 230

Columbia, SC 29210

Phone: (803) 404-6189 | Fax: (803) 404-5378

Statement of Need – Text Amendment

We are requesting a text amendment for the installation 10-foot high electric fence security system (Electric Guard Dog aka EGD) approximately 4"-12" inside an existing perimeter fence.

The EGD Security system is a 10' high, electrically charged fence powered by 12 Volt marine battery which is charged by a solar panel. An energizer retains the voltage for 1.3 seconds and thus when released it is boosted to 7,000 volts of a totally safe, pulsed electrical charge. Signage posted a minimum of every 60' warns of the electric fence. However, the safety of the 'shock' is not advertised and therefore, due to our inherent fear of electricity, most criminals will not take a chance in breaching the perimeter. With this, the EGD proactively deters crime unlike cameras, beams and alarms that react to a crime in commission.

The amendment would help provide secure locations for businesses to operate and store equipment and merchandise outdoors. Businesses containing highly desirable, easily 'fenceable' inventory are most susceptible to an even higher increase in would-be criminal activity.

Many businesses in various industries (industrial, commercial, manufacturing, trucking) use 'electric fence' security systems to effectively protect their property where other systems have failed. In addition, Homeland Security has recommended Electric Guard Dog, LLC to many businesses of this nature to protect their business and employees.

Essential safety facts regarding Electric Guard Dog fence

- Totally independent of city electrical grid – does not plug in to the county's grid.
- Powered by 12v marine battery and solar panel
- Totally enclosed inside perimeter solid fence of 6' minimum height
- Pulsed current, shock delivered every 1.3 seconds for one-ten thousandth of a second
- Shortness of duration makes it very safe.
- Fully tested and approved by:
 - MetLabs, a Nationally Recognized Testing Lab with equal authority as UL
 - Dr. Webster, University of Wisconsin, the leading expert in pulsed electricity
- Adheres to International Standard IEC 60336.2.76 of which the United States is a supporting member.



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Summary of Electric Guard Dog Security System

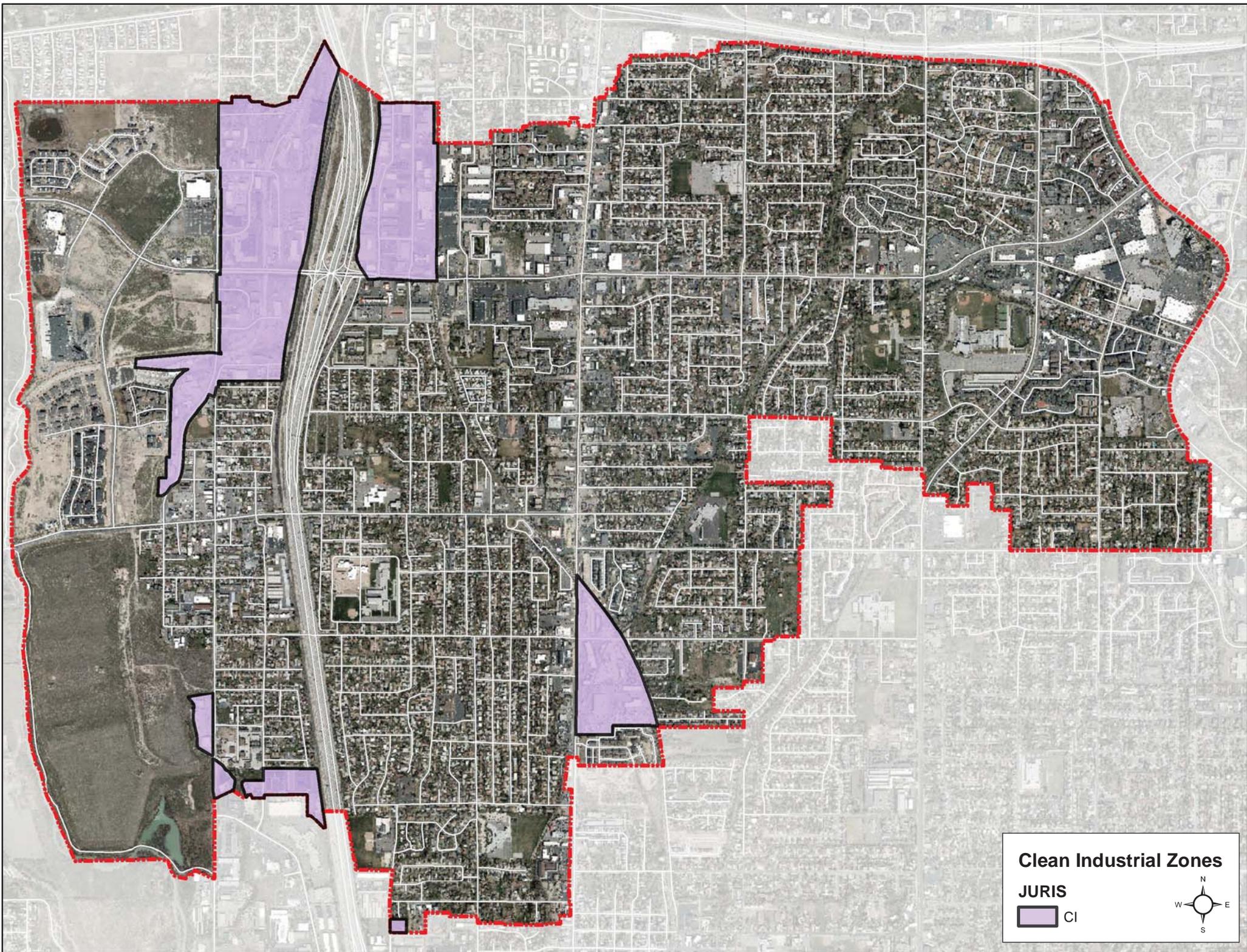
Our Electric Guard Dog security system is a primary low voltage (12V), battery powered (DC), independent of the electrical grid, self-contained system that has a variety of functions to it which make for a 100% medically safe and extremely effective crime deterrent. This system is 10' high and is placed approximately 4"-12" inside of the existing perimeter fence. It is comprised of 20, 12.5 gauge, galvanized steel wires which are run horizontally to the height of 10'. In our system the first layer of protection (visual deterrent) is our signage (located every 50') which advertises that it is an electric fence. This deters most would-be criminals.

The second layer of protection (audible deterrent) of our system is sirens. These sirens sound when an illegal criminal trespasser cuts the wires or places objects on them to insulate them so as to bypass the system. The sirens will automatically shut off after a set amount of time. This audible deterrent usually drives away most of the would-be criminals that are bold enough to proceed in spite of the aforementioned visual deterrent (signage). Included in this second layer of protection is that we monitor our systems. In the event of an alarm, a signal will be sent to our monitoring station, who in turn, contacts our clients to let them know they had an alarm event. Our system does not directly connect to emergency services.

The final layer of protection is our voltage. We have a burst of voltage (from the 12V battery) that has a duration of four-ten-thousandths of one second (.00004). If a criminal was bold enough to actually grab or touch our system, they will receive this temporary pulse of voltage which is akin to a slap on the hand from a ruler. This final layer of protection stops the remaining number of criminals that are not deterred by the other layers of protection.

Safety of these devices is unparalleled as no deaths or serious injuries have occurred since the inception of UL69 in 1939 with installations consistent with the UL69 Standard. This can be confirmed through Joel Hawk, Principal Engineer of UL69, Underwriters Laboratories. Bill Fulcher of OSHA, Leader of Enforcement Programs, maintains a data base of accidental death from all causes and no incidents have occurred directly related to the proper installation and operation of an electric fence consistent with the UL69 standards. With the inclusion of a perimeter buffer fence, for all electric security fences as specified in IEC 60335-2-76, the risk of accidental contact is substantially lowered.

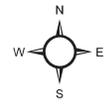
Please also take a moment to look at our website, www.electricguarddog.com, you will find it helpful as well.



Clean Industrial Zones

JURIS

 CI





Midvale City
CITY COUNCIL MEETING
Minutes

Tuesday, July 7, 2015
Council Chambers
7505 South Holden Street
Midvale, Utah 84047

MAYOR: Mayor JoAnn B. Seghini - Excused

COUNCIL MEMBERS: Council Member Paul Glover
Council Member Paul Hunt
Council Member Quinn Sperry
Council Member Wayne Sharp
Council Member Stephen Brown

STAFF: Phillip Hill, Assistant City Manager/Community and Economic Development Director; Laurie Harvey, Assistant City Manager/Admin. Services Director; Rori Andreason, H.R. Director/City Recorder; Bob Davis, Public Works Director; Chad Woolley, City Attorney; Chief Tony Mason, UPD Midvale Precinct; Chief Stephen Higgs, UFA; Danny Walz, RDA Director; and Jarin Blackham, IT Manager.

Mayor Seghini called the meeting to order at 6:30 p.m.

I. INFORMATIONAL ITEMS

A. DEPARTMENT REPORTS

Chief Mason said Midvale received a JAG Grant. These funds have to be used for criminal justice purposes so they will be purchasing two 2-camera Lidars and 3 non camera Lidars. This is laser radar that also has a built in camera. When it measures the speed of the car, it also takes a picture. The Council approved.

Detective Paul and Detective Meono reported on the Good Landlord program and the total calls to apartment complexes for the last month. There was about a 4% increase in June vs. May.

Councilmember Glover said that the program makes the tenants feel safe.

Councilmember Brown asked if they could get a breakdown of commercial calls verses residential calls.

Chief Higgs said he will no longer be the liaison for the City since he is not here in the City on a daily basis. He will still attend some meetings but not like he has been. He introduced Battalion Chief Scott McBride who will be attending the Council meetings in his place.

Laurie Harvey reported the hiring of a new Water Meter Maintenance Technician, Travis Woolsey. She also reported on the accruals for the budget.

Bob Davis reported on the new budget year landscaping contract. He also reported on the parades the City is attending.

Councilmember Sharp commented on the rental of the bowery at the Midvale City Park the weekend of Father's Day. He said he received calls on the mess in the park and bowery after the rental.

Councilmember Glover said it is the cities responsibility to check the rentals of the bowery for the return of the deposit money. He asked for follow-up on the rental of the bowery and refunds.

Rori Andreason asked the Council if they desired to change the meeting date in August since August 11th there will be a primary election. The Council said to leave it scheduled for August 11th. She also sent around the new City Journal and asked the Council to let her know if there are any changes desired.

Phillip Hill reported that the contractor has been working to get the parking lot relit at the main park and the electrical for the lights on Chapel Street. Holden Street improvements are now complete. He updated the Council on the Christmas lights on State Street this year. He will send out a flyer in the near future from UDOT on the I-215 repaving project. The work will be at night. The UIA Board met last week and at the meeting and they passed a resolution for a final bond funding. He also reported that he has checked on the Road Home construction and they are meeting all of the requirements.

Councilmember Sharp asked about the street on 1138 E. North Union Ave right behind Walmart. He said he has received calls stating that the Walmart Semi's are parking on the street and wanted to know if they are allowed to do this. They are requesting a No Parking Sign.

Phillip Hill said he would follow-up on this issue.

II. CITY MANAGER'S REPORT

Kane Loader, City Manager was excused.

Mayor Pro-tem Hunt opened the regular meeting at 7:30 p.m.

III. GENERAL BUSINESS

A. Welcome and Pledge of Allegiance

B. Roll Call – Council Members Stephen Brown, Paul Hunt and Wayne Sharp, Quinn Sperry, and Paul Glover were present at roll call.

C. Amelia Slama Recognition for Outstanding Volunteer Service

Mayor Pro-tem Hunt read the proclamation recognizing Amelia for her accomplishments as a volunteer.

D. ULGT Presentation

Agenda item was rescheduled.

IV. PUBLIC COMMENTS

Beckie Reynosa, 435 E Ft. Union, said she was here about a year ago regarding a garage and setbacks. She would like to further amend the city ordinances to allow a setback more than 24 feet. She felt her garage has been exposed for over a year and will probably be cut off and scrapped. However, she went around to the neighbors and found that most of the garages were longer than 24 feet. Phillip Hill said he would have Lesley Burns, City Planner, get in touch with her.

V. COUNCIL REPORTS

- A. Councilmember Paul Hunt** – had nothing to report.
- B. Councilmember Quinn Sperry** – had nothing to report.
- C. Councilmember Wayne Sharp** – said he had a concern that Bill Miller is going to give a report to the Community Council that may not be in conjunction with what the Council desires. He said the water report sent out was excellent but Sandy City just put theirs on their website. He asked if that could be done and if so to please look into it. He brought in a wood water line wrapped in wire which he presented to the Council. He said he wasn't sure what to do with it but thought it should be kept as an antique.

Chief Higgs spoke about the original water mains. A fire hydrant was originally called a plug. They would drill a hole in the wood and put a plug in it. He said he would be interested in keeping it if no one else wanted it.

- D. Councilmember Stephen Brown** – reported on the center square project which was approved by the Planning Commission.
- E. Councilmember Paul Glover** – had nothing to report.

VI. MAYOR REPORT

Mayor JoAnn B. Seghini – Mayor Seghini was excused.

MOTION: Councilmember Paul Glover MOVED to open the public hearing. The motion was SECONDED by Councilmember Stephen Brown. Mayor Pro-Tem Hunt called for discussion on the motion. There being none the Mayor Pro-Tem called for a vote. The motion passed unanimously.

VII. CONSENT AGENDA

A. APPROVE MINUTES OF JUNE 16, 2015

An amendment was made to the minutes.

MOTION: Councilmember Stephen Brown MOVED to approve the consent agenda as amended. The motion was SECONDED by Councilmember Quinn Sperry. Mayor Pro- Hunt called for discussion on the motion. There being none the Mayor Pro-tem called for a roll call vote. The voting was as follows:

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Council member Stephen Brown Aye

Council member Paul Glover Aye

Council member Paul Hunt Aye

Councilmember Wayne Sharp Aye

Council member Quinn Sperry Aye

The motion passed unanimously.

VIII. ACTION ITEMS

A. APPROVE THE VIEW 72 RETAIL SUBDIVISION 3RD RETAIL SUBDIVISION 3RD AMENDED PLAT LOCATED AT 7250 SOUTH BINGHAM JUNCTION BOULEVARD.

Matt Hilderman said in November, 2007, the City Council approved and entered into a Development Agreement, known as The Junction at Midvale Project, for certain property located; between 700 West and Bingham Junction Boulevard; and Jordan River Boulevard and the MidJordan Rail Line. The Junction at Midvale Development Agreement requires a minimum of 20% open space for the overall project area. The Development Agreement included a master open space plan and exhibit depicting the locations of this 20% open space, specifically Section 2 and Exhibits C and D of the Junction at Midvale Development Agreement. As development has occurred within the Junction at Midvale project area, some of the open space areas have been adjusted and relocated to better accommodate the actual development while still meeting the intent of the original open space plan. The last amendment to the master open space plan was adopted by the City Council in May, 2015.

The Arbor Gardner Group has been working on a new office building and campus proposal identified as CHG (Comp Health Group) to be located on 12.97 acres located at 7250 South Bingham Junction Boulevard, within The Junction at Midvale Project. The Small Scale Master Plan/Preliminary Site Plan was reviewed and approved by the Planning & Zoning Commission on June 24, 2015. One condition for approval required the View 72 Retail Subdivision 3rd Amended plat to be reviewed, approved, and recorded before final site plan approval. Attached is a copy of the recorded 2nd amended subdivision plat and the proposed 3rd amended subdivision plat.

Per the Midvale Municipal Code, §16.04.060, the City Council, may on its own motion, or pursuant to a petition, approve, deny or condition any proposed vacation, alteration or amendment of a subdivision plat, lot or private alley contained in a subdivision plat. Christian Gardner, the petitioner and only identified property owner for this subject property, submitted a signed petition indicating their consent to the proposed amendment. Based upon City Code, if a petition includes the signature(s) of all property owner(s) consenting to the petition, the City Council is not required to hold a public hearing on the request and may approve the petition to amend the subdivision plat if it finds:

1. Neither the public nor a person will be materially injured by the proposed vacation, alteration, or amendment; and
2. There is good cause for the vacation, alteration or amendment. (Ord. 12-11-2001C§3(part), 2001).

The applicant has submitted a 3rd amended subdivision plat which has been reviewed and approved by the City Engineer and complies with the City's subdivision standards and is ready to be recorded following the appropriate signatures being obtained on the final subdivision plat Mylar. The amended subdivision plat does not reduce the amount of open space being provided; there is no net loss of open space for the overall project area. The proposed amended plat does not change the overall intent of the approved project and staff feels this proposal will not be

July 7, 2015

detrimental to the health, safety, and welfare of people and businesses in this area and there is good cause for this amendment.

MOTION: Councilmember Quinn Sperry MOVED to approve the View 72 Retail Subdivision 3rd Amended plat with the following condition:

1. The applicant obtains all required signatures on the amended final subdivision plat Mylar.

The motion was SECONDED by Councilmember Stephen Brown. Mayor Pro- Hunt called for discussion on the motion. There being none the Mayor Pro-tem called for a roll call vote. The voting was as follows:

**Council member Stephen Brown Aye
Council member Paul Glover Aye
Council member Paul Hunt Aye
Councilmember Wayne Sharp Aye
Council member Quinn Sperry Aye**

The motion passed unanimously.

B. APPROVE RESOLUTION NO. 2015-R-38 AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH B. JACKSON CONSTRUCTION FOR THE 7200 SOUTH CONSTRUCTION PROJECT

Phillip Hill said based on numerous studies it has been determined that 7200 South between 700 West and I-15 cannot handle the current traffic volume or that anticipated with the completed buildout of the Bingham Junction project area. For that reason, the City pursued and was awarded a total of \$2,000,000 for the landscaping and widening of 7200 South through this area.

A bid opening was held on June 18, 2015 for this project with the apparent low bidder being B. Jackson Construction. Although B. Jackson had the low bid, the amount exceeded the engineers estimate requiring the elimination of the gateway signage as well as a reduction in the amount of landscaping at the top of the slope. Although we were required to scale the project back, none of the improvements to the travel lanes were compromised and the changes to the landscaping won't be noticeable to the motoring public.

After evaluating the bids based on the criteria outlined in the bid documents, it is recommended that the contract be awarded to B. Jackson Construction.

Their bid price of \$1,817,165.30 is within our budget.

FISCAL IMPACT:

Funds for this project have been previously secured through UDOT and the RDA.

MOTION: Councilmember Stephen Brown MOVED to approve Resolution No. 2015-R-38, authorizing the Mayor to sign a contract with B. Jackson for the 7200 South Construction Project. The motion was SECONDED by Councilmember Paul Glover. Mayor Pro-Hunt called for discussion on the motion. There being none the Mayor Pro-tem called for a roll call vote. The voting was as follows:

**Council member Stephen Brown Aye
Council member Paul Glover Aye
Council member Paul Hunt Aye
Councilmember Wayne Sharp Aye**

July 7, 2015

Council member Quinn Sperry Aye

The motion passed unanimously.

IX. DISCUSSION ITEMS

A. CBC UPDATE

This agenda item was moved to the next meeting.

X. AJOURN

MOTION: Councilmember Wayne Sharp MOVED to adjourn the meeting. Councilmember Quin Sperry SECONDED the motion. Mayor Seghini called for discussion on the motion. There being none, she called for a vote. The motion passed unanimously.

The meeting adjourned at 8:15 p.m.

**Rori L. Andreason, MMC
CITY RECORDER**

Approved this 11th day of August, 2015.

DRAFT



Midvale City
CITY COUNCIL MEETING
Minutes

Tuesday, July 14, 2015
Council Chambers
7505 South Holden Street
Midvale, Utah 84047

MAYOR: Mayor JoAnn B. Seghini - Excused

COUNCIL MEMBERS: Council Member Paul Glover
Council Member Paul Hunt
Council Member Quinn Sperry
Council Member Wayne Sharp
Council Member Stephen Brown

STAFF: Phillip Hill, Assistant City Manager/Community and Economic Development Director; Laurie Harvey, Assistant City Manager/Admin. Services Director; Rori Andreason, H.R. Director/City Recorder; Bob Davis, Public Works Director; Chad Woolley, City Attorney; Lt. Kim Burgon, UPD Midvale Precinct; Chief Stephen Higgs, UFA; Danny Walz, RDA Director; and Jarin Blackham, IT Manager.

Mayor Pro-Tem Paul Hunt called the meeting to order at 6:30 p.m.

I. INFORMATIONAL ITEMS

A. DEPARTMENT REPORTS

Phillip Hill said there had been some changes taking place within Logan Simpson who is working on the City's General Plan rewrite. He introduced the individuals that will now be working on the General Plan.

Jim Carter said he has been with Logan Simpson for nine years and is very excited to work on the project for the General Plan.

Lt. Kim Burgon said she was representing UPD that evening and asked if the Council had any questions. Councilmember Paul Glover asked about the area by Harts Gas Station. There are homeless people hanging out there and people are nervous about going into the station.

Lt. Burgon said the police are looking into this situation.

Danny Walz reported on the Community Development project for the Main Street area. He is working with Laura Lewis on the bonding for the CHG Project. He also reminded the Council about the ribbon cutting for Senior Center tomorrow.

Bob Davis said last week they had a water break every day. He also presented pictures of the new designed Midvale City Float.

Rori Andreason reported that the next Council meeting will be on August 11th.

Phillip Hill reported on several city projects (i.e. the splash pad construction and the 7200 South project from 700 East to 1300 East.) He said the funding for the 7200 South project has been approved by the Salt Lake County Council.

Councilmember Stephen Brown asked about the progress on the lights for Chapel Street and in the parking lot.

Phillip Hill said they are working on that area.

II. CITY MANAGER'S REPORT

Kane Loader, City Manager was excused.

Mayor Pro-tem Hunt opened the regular meeting at 7:00 p.m.

III. GENERAL BUSINESS

A. Welcome and Pledge of Allegiance

B. Roll Call – Council Members Stephen Brown, Paul Hunt and Wayne Sharp, Quinn Sperry and Paul Glover were present at roll call.

IV. PUBLIC COMMENTS

There was no one present who wished to speak.

V. COUNCIL REPORTS

A. Councilmember Paul Hunt – had nothing to report.

B. Councilmember Quinn Sperry – reported on what Bill Miller from the Museum said at the Community Council meeting. He said the Community Council also discussed their bylaws. He said there were some citizens in attendance that wanted something done about a dog on Allen Street that is attacking children. The police were called but wouldn't do anything because the kids were trespassing. He said the Community Council has scheduled a "Meet and Greet" for the election candidates on September 2nd.

C. Councilmember Wayne Sharp – had nothing to report.

D. Councilmember Stephen Brown – discussed the Harvest Days Committee meeting from last week and reviewed the schedule.

E. **Councilmember Paul Glover** – said he attended the “Once upon a Mattress” play performed by the Arts Council. He said it is worth going to see. He really enjoyed it.

VI. MAYOR REPORT

Mayor JoAnn B. Seghini – Mayor Seghini was excused.

VII. CONSENT AGENDA

A. SET DATE AND TIME (AUGUST 11, 2015 AT 7:00 P.M.) FOR A PUBLIC HEARING TO CONSIDER A TEXT AMENDMENT REQUEST FOR THE ALLOWANCE OF ELECTRIFIED SECURITY FENCING FOR NON-RESIDENTIAL OUTDOOR STORAGE AREAS.

MOTION: Councilmember Wayne Sharp **MOVED** to approve the consent agenda. The motion was **SECONDED** by Councilmember Stephen Brown. Mayor Pro-Hunt called for discussion on the motion. There being none the Mayor Pro-tem called for a roll call vote. The voting was as follows:

Council member Stephen Brown	Aye
Council member Paul Glover	Aye
Council member Paul Hunt	Aye
Councilmember Wayne Sharp	Aye
Council member Quinn Sperry	Aye

The motion passed unanimously.

VIII. ACTION ITEMS

A. APPROVE RESOLUTION NO. 2015-R-39 DESIGNATING AND APPOINTING POLL WORKERS TO SERVE IN THE 2015 MUNICIPAL PRIMARY ELECTION.

Rori Andreason said in accordance with Section 20A-5-602, Utah State Code, a resolution has been prepared designating and appointing poll workers to serve in the 2015 Municipal Primary election on August 11, 2015.

A list of poll workers has been prepared by the Salt Lake County Clerk’s Office for Council approval.

MOTION: Councilmember Quinn Sperry **MOVED** to approve Resolution No. 2015-R-39 designating and appointing poll workers to serve in the 2015 municipal primary election. The motion was **SECONDED** by Councilmember Stephen Brown. Mayor Pro-Hunt called for discussion on the motion. There being none the Mayor Pro-tem called for a roll call vote. The voting was as follows:

Council member Stephen Brown	Aye
Council member Paul Glover	Aye
Council member Paul Hunt	Aye
Councilmember Wayne Sharp	Aye
Council member Quinn Sperry	Aye

The motion passed unanimously.

IX. DISCUSSION ITEMS

A. DISCUSS A TEXT AMENDMENT REQUEST FOR THE ALLOWANCE OF ELECTRIFIED SECURITY FENCING FOR NON-RESIDENTIAL OUTDOOR STORAGE AREAS

Matt Hilderman said the Electric Guard Dog Company, based out of Columbia, South Carolina, has submitted a proposed text amendment that would allow the installation of electrified fencing for security purposes within nonresidential outdoor storage areas. This text amendment proposal is being requested for the purpose of a business located within Midvale City that has had several thefts from their outdoor storage area in the recent months. The property owner and applicant have determined additional security features should be installed to help deter further criminal activity.

The Midvale Municipal Code only allows electrically charged fencing within the Agricultural Overlay zone for the development of agricultural and farm related uses through a Conditional Use Permit (CUP) review. The use of electric fences in other zone districts is currently prohibited. The applicant, Michael Pate representing The Electric Guard Dog Company, submitted a packet that provides a variety of materials and illustrations concerning the proposed text amendment. Staff has summarized the request below:

- Conformance to the International Electrical Code for electrical fences
- Fence is energized by a 12-volt DC battery
- Electrical fence must be completely surrounded by a no less than 6-foot non-electrical fence or wall
- Permitted use on any non-residential outdoor storage area in all commercial and industrial zones
- Electrical fence shall have a height of 10-feet
- Electric fences shall have warning signs reading, "Warning-Electric Fence" at 60-foot intervals
- Electric fences shall be governed and regulated under burglar alarm regulations

Staff reached out to the Midvale City Building Official, Unified Fire Authority Area Inspector, and Unified Police Department and requested any comments or conditions for this proposed use.

The following is information we received from each agency:

Midvale Building Official – "I have researched the electric fence proposal and the NEC electrical code does not address electric fences. If the City elects to allow them, the Building Department has no jurisdiction over them."

Unified Fire Area Inspector - "I can't find much, any really, on related topics in my national or International fire code books. If it's approved by the City, I would require a Knox Box to provide access to an exterior control panel so we could D/C power if needed."

Unified Police Department - NO COMMENT RECEIVED

Other Jurisdictions - Staff researched and contacted several jurisdictions within the Salt Lake Valley and determined one (1) jurisdiction, Salt Lake City, currently allows electrical fencing within Industrial Zone Districts and requires special exception approval for electrical fencing within Commercial Zone Districts.

Planning Commission Recommendation

The Planning Commission reviewed the text amendment request and conducted a public hearing on May 13, 2015 and June 10, 2015. The Planning Commission reviewed the submitted information and discussed the aesthetics of this use, the locations where this use is proposed, and

the surrounding neighborhoods and overall city character associated with this proposed use. It was the Planning Commission's recommendation to approve the text amendment with the following motion:

"In order to accommodate uses not originally contemplated when the Zoning Ordinance was originally adopted and to further provide safety and security of individual properties and their uses, we move to forward a positive recommendation to the City Council to add language in the Clean Industrial Zone District under the fencing provision to include electrified security fencing for an outdoor storage use as included in Attachment A."

Legal Review

Since the Planning Commission meeting, Staff distributed the recommended text amendment and information to the City Legal Department for further review; particularly the issue of the lack building/electrical/fire code provisions to regulate the safety of electrical fences. Recommended Conditions 2 and 4, which identify the International Electro Technical Commission (IEC) Standard No. 60335-2-76, conflicts with the current electrical codes that have been adopted by the City of Midvale and that can be enforced by the City's Building Official. Further discussion with the City Attorney determined there is a 'gray-area' among international and national electrical codes when regulating the construction and installation of electrical fences. The City Attorney is in favor of taking a position on the conservative side, thus not recommending approval of this proposed text amendment.

Chad Woolley, City Attorney explained that he did not see the benefit outweighing the risk of approving this.

B. CBC UPDATE

Mayor Pro-tem Hunt said this item will be rescheduled when the City Manager can be in attendance.

X. AJOURN

MOTION: Councilmember Wayne Sharp MOVED to adjourn the meeting. Councilmember Stephen Brown SECONDED the motion. Mayor Pro-Tem Hunt called for discussion on the motion. There being none, he called for a vote. The motion passed unanimously.

The meeting adjourned at 7:37 p.m.

**Rori L. Andreason, MMC
CITY RECORDER**

Approved this 11th day of August, 2015.



MIDVALE CITY COUNCIL SUMMARY REPORT

Meeting Date: August 11, 2015

SUBJECT: Contracting with Hogan and Associates
Construction for the Main Park Splash Pad

SUBMITTED BY: Phillip Hill, Assistant City Manager/Director CD

SUMMARY:

On July 22, 2015 the city received three proposals for the Main Park Splash Pad project. Following a committee review of qualifications and price, the apparent qualified low bidder was Hogan and Associates Construction. This project was bid as a CM/GC (Construction Management/ General Contractor) contract so that this can be a collaborative approach between the city, designer and contractor to keep the project within the budget of \$400,000 as the final construction documents are completed.

After evaluating the bids based on the criteria outlined in the bid documents, it is recommended that the contract be awarded to Hogan and Associates Construction. The contract for this project will set a not to exceed amount of \$400,000 to which the contractor will be bound upon completion of the final construction documents.

FISCAL IMPACT: Funds for this project have been previously secured through the Salt Lake County TRCC process. No other funding source is necessary.

STAFF'S RECOMMENDATION AND MOTION:

I move that we approve Resolution No. 2015-R-40, authorizing the Mayor to enter into a contract with Hogan and Associates Construction for the Main Park Splash Pad Project.

Attachments:

Resolution No. 2015—R-40

**MIDVALE CITY CORPORATION
RESOLUTION NO. 2015-R-40**

**A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT
AGREEMENT WITH HOGAN AND ASSOCIATES FOR THE CONSTRUCTION OF
THE MAIN PARK SLASH PAD PROJECT**

WHEREAS, the City identified the need for additional recreational opportunities in the City;
and

WHEREAS, Midvale City has been awarded funds for the construction of a splash pad in the
Main City Park; and

WHEREAS, this project has advertised for bid, and bids were received by the City for this
project; and

WHEREAS, the City has evaluated the bids based on the criteria noted in the bid documents,
and based on that analysis wishes to award this project to Hogan and Associates Construction; and

WHEREAS, a contract will be prepared between the City and Hogan and Associates
Construction for the Main Park Splash Pad Project.

NOW THEREFORE BE IT RESOLVED, that based on the foregoing, the Midvale City
Council adopts this resolution authorizing the Mayor to sign the contract with Hogan and Associates
Construction for the Main Park Splash Pad Project.

APPROVED AND ADOPTED this 11th day of August, 2015.

JoAnn B. Seghini, Mayor

ATTEST:

Rori L. Andreason, MMC
City Recorder

Voting by the Council:	Aye	Nay
Stephen Brown	_____	_____
Paul Glover	_____	_____
Paul Hunt	_____	_____
Quinn Sperry	_____	_____
Wayne Sharp	_____	_____



MIDVALE CITY COUNCIL SUMMARY REPORT

August 11, 2015

SUBJECT:

Development Agreement for the Founder's Point Project, fka Kimpton Square Project (Northwest corner of 7800 South and Holden Street) - Resolution No. 2015-R-41

SUBMITTED BY:

Lesley Burns, City Planner

SUMMARY:

On April 22, 2015, the Planning Commission approved an amended Large Scale Master Plan (LSMP) for the Silver Refinery Overlay area located at the northwest corner of 7800 South and Holden Street. This LSMP includes a 2.21 acre multi-family residential area, a 6.31 acre medium density single family detached residential area, and a 0.84 acre public open space area. In May and June, the Planning Commission approved Small Scale Master Plans for each of these areas. These approvals include a 97 unit senior affordable apartment complex, 67 single family detached homes with common recreation and amenity areas, and a 1.1 acre park (which includes the Pioneer Cemetery area) to be dedicated to Midvale City for public use. With these approvals, the Developer has used the residential density allocated under the Silver Refinery Overlay, has provided the required improved public open space for this density, and has provided shared access and parking between the three development areas.

Sections 17-7-9.2 and 17-3-5 of the Zoning Ordinance require a Development Agreement between Midvale City and the property owner/developer of this type of project. A condition of the Small Scale Master Plan approvals required the property owner/developer work with the City on a Development Agreement to be reviewed and approved by the City Council. The intent of the Development Agreement is to ensure compliance with the approved development plans, and provide a timeline for completion of the public and common area improvements required under the Silver Refinery Overlay.

A development agreement has been written, and has been through a number of iterations after review and comments by the property owner, the City Attorney, Community Development Staff, and the Fire Marshal. The attached Development Agreement has been agreed upon by all involved and is now before the City Council for its consideration. The agreement includes the following:

- The agreement will run with the property and will be binding on any successors and assigns of the current Developer/Property Owner in the future.
- A guarantee of off and on-site public improvements through performance bonds.

- Compliance with the Institutional Controls required for the overall Bingham Junction area.
- A copy of the approved amended Large Scale Master Plan and conditions of approval.
- A copy of the approved Small Scale Master Plans and conditions of approval for the two residential projects and public open space. This includes site layout, landscaping, recreation amenities, and building architecture for the residential developments; and a layout/landscape plan for the public open space parcel.
- A guarantee and timing for the conveyance of the required improved public open space. The agreement requires that the public open space improvements be completed on or before the 45th residential unit receives a Certificate of Occupancy. A four month grace period has been written into the agreement, provided the required improvements are guaranteed with an irrevocable commitment of funds from the Developer to the City.
- A guarantee and timing for the common area improvements to be completed within the single family residential project.
- Specific conditions for approval of Final Site Plans and Subdivision Plats. Many of these are in the exhibits attached to the agreement, including the small scale master plan, construction plans, landscape plans, building models, exterior building materials and colors, and recreation amenity details.
- Shared access and parking between the three development areas.

If the City Council is comfortable with this agreement, Staff has prepared a resolution that would authorize the Mayor to sign the Development Agreement on behalf of the City.

FISCAL IMPACT:

N/A

STAFF RECOMMENDATION:

Staff recommends that the City Council approves Resolution No. 2015-R-41, authorizing the Mayor to enter into the Development Agreement for the Founder’s Point Project, fka Kimpton Square Project, as presented.

RECOMMENDED MOTION:

“I move that we adopt Resolution 2015-R-41, authorizing the Mayor to enter into the Development Agreement for the Founder’s Point Project, fka Kimpton Square Project, as presented.”

Attachments:

- Vicinity Map
- Resolution
- Development Agreement



**Silver Refinery Overlay
Kimpton Square Master Plan**

**MIDVALE CITY, UTAH
RESOLUTION 2015-R-41**

**A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A
DEVELOPMENT AGREEMENT BETWEEN MIDVALE CITY CORPORATION
AND WASATCH KIMPTON SQUARE, LLC FOR THE FOUNDER'S POINT
PROJECT, FKA THE KIMPTON SQUARE PROJECT**

WHEREAS, pursuant to Section 10-9a-102 (2) of the Utah State Code, 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, and height and location of vegetation, trees, and landscaping, unless expressly prohibited by law"; and

WHEREAS, due to the unique circumstances involved in the development of the Midvale Slag Superfund Site, the City has found it necessary and beneficial to the Property Owner and the City to enter into a Development Agreement detailing improvements to be installed by all parties, time frames in which they must be completed, and limits to the cost of those improvements; 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 thoroughly reviewed said Development Agreement and agrees that entering into such agreement will help further the development of the area and protect the community.

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

Section 1. The Midvale City Council has thoroughly reviewed the attached Development Agreement between Midvale City Corporation and Wasatch Kimpton Square, LLC.

Section 2. The Midvale City Council, through its understanding of the development challenges associated with the development of the Kimpton Square property, formerly a Superfund site; believe 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 ____ day of _____, 2015.

JoAnn B. Seghini, Mayor

ATTEST:

Rori Andreason, MMC
City Recorder

Voting by City Council	“Aye”	“Nay”
Stephen Brown	_____	_____
Paul Glover	_____	_____
Paul Hunt	_____	_____
Wayne Sharp	_____	_____
Quinn Sperry	_____	_____

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

Parcel #: _____

**DEVELOPMENT AGREEMENT
(FOUNDERS POINT PROJECT, fka
KIMPTON SQUARE PROJECT)
Midvale City, Utah**

THIS DEVELOPMENT AGREEMENT (“Agreement”) is entered into as of this ____ day of _____, 2015 by and between Wasatch Kimpton Square, LLC, a Utah limited liability company (“Developer”), and Midvale City Corporation, a Utah municipal corporation (“Midvale City” or “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. Zoning. Property is zoned, pursuant to the City’s Zoning Ordinance, as Bingham Junction and includes the Silver Refinery Overlay. This zone and overlay establish both the procedural and substantive requirements for approval by the City for development on the Property.

C. Founder’s Point Project. Developer intends to construct on the Property two residential developments and a public park with shared access (as more particularly defined below, the “Kimpton Square Project” or “Project”). For purposes of clarification, the term Kimpton Square Project refers to the Project as it has been known through the processes and approvals described below and shall in the future be known as Founders Point.

D. Additional Regulatory Controls. Property is part of the Midvale Slag Superfund Site which has been or will be remediated in accordance with Records of Decision issued by the Environmental Protection Agency (“EPA”). Redevelopment of the property will occur in accordance with the Records of Decision, applicable Explanations of Significant Differences and applicable institutional controls as described in Chapter 8.10 of the Midvale Municipal Code.

E. Large Scale Master Plan. The Midvale City Planning Commission (the “Planning Commission”) approved an amended Large Scale Master Plan for the Kimpton

Square Project on April 22, 2015 (the “Large Scale Master Plan”). The conditions of approval of the Large Scale Master Plan are set forth in a letter dated April 28, 2015 from the City to Developer, a copy of which is attached as **Exhibit B** (the “Large Scale Master Plan Conditions”).

F. Small Scale Master Plan for Residential Multi-Family Use. The Planning Commission approved a Small Scale Master Plan for the Residential Multi-Family Use area of the Large Scale Master Plan (“Kimpton Square Apartment SSMP”) on May 27, 2015. The conditions of approval for the Kimpton Square Apartment Small Scale Master Plan are set forth in a letter dated May 28, 2015 from City to Developer, a copy of which is attached as **Exhibit C**.

G. Small Scale Master Plan for Medium Density Single Family Detached and Public Open Space Use. The Planning Commission approved a Small Scale Master Plan for the Medium Density Single Family Detached and Public Open Space Use areas of the Large Scale Master Plan (“Kimpton Square Single Family and Public Open Space SSMP”) on June 24, 2015. The conditions of approval for the Kimpton Square Single Family and Public Open Space SSMP are set forth in a letter dated June 26, 2015 from City to Developer, a copy of which is attached as **Exhibit D**.

H. Subdivision Plat. The Property is subject to the restrictions set forth on that certain subdivision plat entitled “Kimpton Square Subdivision” recorded with the County Recorder for Salt Lake County, Utah on July 7, 2015 as Entry No. 12086669 in Book 2015P at Page 152 (the “Plat”).

I. Easement Agreement. In connection with the execution and recordation of this Agreement and the Kimpton Square Subdivision plat, the Developer has executed and caused to be recorded an Access and Parking Easement Agreement (the “Easement Agreement”) with respect to the public access through a portion of the Property and shared parking between use areas (as defined below).

J. 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 Kimpton Square Project

1.1 Legal Description of Property. The property owned by Developer that is covered by this Agreement consists of approximately 9.37 acres of land located at the northwest corner of Holden Street and 7800 South. This property is more fully described in **Exhibit A** (the “Property”).

1.2 Description of Project. The Kimpton Square Project covered by this Development Agreement consists of a 2.21 acre multi-family residential area for a 97 unit senior affordable apartment complex (the “Apartment Development”) located on Lot 1 of the Kimpton Square Subdivision (“Lot 1”), a 1.1 acre public open space/park (the “Park”) located on Lot 3 of the Kimpton Square Subdivision (“Lot 3”) to be dedicated to the City, and a 6.06 acre medium density single family detached residential use area for 67 houses (the “Single Family Development”) located on Lot 2 of the Kimpton Square Subdivision (“Lot 2”). One hundred sixty-seven units is the maximum number of residential units allowed on the Property based on the 19.3 units per acre maximum residential density allowed under the Silver Refinery Overlay. The Kimpton Square Project includes a private road system and shared parking between uses. The residential projects include improved open space and recreation amenities for its residents. Each of these areas is more fully described herein.

1.3 Project Phasing. The Kimpton Square Project may be developed in one or more phases, as determined by Developer. Developer acknowledges that certain roads, access drives, and other public improvements may need to be constructed beyond phase boundary lines to ensure such improvements function properly. Private recreation amenities and guest parking within the residential development areas shall be constructed in conjunction with the adjacent units and in a timely manner to benefit the residents living in the residential developments. The public open space shall be improved and completed by Developer and dedicated to the City on or before the date the 45th residential unit is issued a Certificate of Occupancy by the City. This number includes single family, apartment, or a combination of these unit types.

1.4 Access and Parking Easement Agreement. In connection with the execution and recordation of the Easement Agreement, Developer provides (i) a defined public pedestrian and vehicular access through Lots 1 and 2 from the public roads to Lot 3; (ii) eight parking stalls on Lot 2 for the benefit of Lot 3; (iii) a pedestrian and vehicular access for Lot 2 through Lot 1; (iv) three parking stalls on Lot 1 for the benefit of Lot 2; (v) three parking stalls on Lot 2 for the benefit of Lot 1, all as more particularly described and defined in the Easement Agreement to be recorded concurrently herewith.

1.5 The Kimpton Square Project Approval.

1.5.1 Approval. Pursuant to the provisions of the Amended Bingham Junction Zone (Chapter 17-7-9 of the Midvale Municipal Code) (the “Amended BJ Zone Ordinance”) and the Silver Refinery Overlay (Chapter 17-7-9.12.3 of the Midvale Municipal Code) (the “Overlay”) in effect as of the date of this Agreement (together, the “Zoning Ordinances”), the Kimpton Square Project has been approved by the City, subject to the provisions of the Zoning Ordinances in effect on the date hereof, the Large Scale Master Plan Conditions, the Plat, the Kimpton Square Apartment SSMP conditions, the Kimpton Square Single Family and Public Open

Space SSMP conditions, and this Agreement. City Staff approval of a Final Site Plan for the Apartment Development, the Park, and the Single Family Development shall be required to ensure all conditions of the Small Scale Master Plan approvals are satisfied before construction can commence for that area. All construction and improvements shall follow these approved Final Site Plans.

- 1.5.2 Vested Rights. The City acknowledges and agrees that Developer has the vested right to develop and construct the Kimpton Square Project in accordance with the Zoning Ordinances in effect on the date hereof, the Large Scale Master Plan Conditions, the Plat, the Kimpton Square Apartment SSMP conditions, the Kimpton Square Single Family and Public Open Space SSMP conditions, and this Agreement, subject to City Staff approval of a Final Site Plan for each phase of the Project; provided, however, that Developer acknowledges and agrees that the construction and operation of the Kimpton Square Project is subject to all Applicable Laws (as defined in Section 5.3).
- 1.5.3 Reserved Legislative Powers and Zoning Authority of the City. Notwithstanding the provisions of Section 1.5.2, 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 shall 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 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, 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.
- 1.5.4 Amendments to Final Site Plans. In the event that Developer desires in the future to amend the Final Site Plans in any respect, 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 a new approved Final Site Plan to replace the original Final Site

Plan. 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 Final Site Plan shall be subject to Developer's compliance with the then Applicable Laws, including without limitation the then existing zoning ordinances.

1.6 Future Subdivision Plat for Single Family Development. Prior to selling residential units in the Single Family Development, Developer shall further subdivide Lot 2 into individual units/lots and common area. This subdivision plat shall be reviewed pursuant to Title 16 of the Midvale Municipal Code and shall include applicable notations and references from the Easement Agreement, the Plat, and the Kimpton Square Single Family and Public Open Space SSMP conditions.

1.7 Security for Off and On Site Public Improvements. Developer agrees to complete all required off-site and on-site public improvements related to the Kimpton Square Project in accordance with the approved Construction/Civil Plans, to be submitted and reviewed as part of the Final Site Plan for each phase of the Kimpton Square Project. Developer shall guarantee such improvements through one or more infrastructure performance bonds consistent with the City'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, curb and gutter, public sidewalk and street improvements, surface drainage, street trees, street lighting, and other public improvements. Developer acknowledges certain public improvements may need to be bonded for and constructed beyond an established phasing line in order for the development plan to function properly. Infrastructure performance bonds shall be in place prior to any construction within said development phase or a subdivision plat for the residential units being recorded.

1.8 Compliance with Institutional Controls. Prior to any development occurring on the property, Developer shall submit for review and approval material management plans that address all of the applicable Institutional Controls ("Institutional Controls") addressed in Chapter 8.10 of the Midvale Municipal Code. This approved plan shall be followed for the duration of any construction activity on the Property.

1.9 Thematic Elements. A common theme and consistency with certain elements within the Kimpton Square Project are expected. These shall be established as part of the Final Site Plan review for each development area and include the following:

- Street lighting
- Crosswalk treatments

Article 2
Public Park Dedication, Improvements and Maintenance

2.1 Guarantee of Lot 3 Dedication. Developer agrees to convey, dedicate, and donate to the City, at no cost to the City, and the City agrees to accept and receive, at no cost to the City, Lot 3 (representing nine percent of the total gross acreage of the overall property plus additional property required as part of the forty percent open space/landscape area for the Single Family Development) as shown on **Exhibit E**. Lot 3 may be dedicated at any time to the City, but no later than the deadline for the required improvements to be completed as described in Sections 1.3 and 2.4 herein.

2.2 Development Review Process. Prior to any construction within Lot 3, Developer shall prepare and submit a Final Site Plan for the Park. This Final Site Plan shall be reviewed and approved by the City. The Final Site Plan shall be based on the approved Small Scale Master Plan included in **Exhibit E**, including the conditions of approval noted in **Exhibit D**. The new trails/walkways through the Park shall be a minimum of six (6) feet in width, as allowed by the Planning Commission through its review of the Small Scale Master Plan.

2.3 Final Site Plan. Developer agrees that it will construct the Park as shown on the Final Site Plan and in accordance with the Large Scale Master Plan conditions and the Kimpton Square Single Family and Public Open Space SSMP conditions.

2.4 Guarantee of Park Improvements. Developer shall be responsible to improve the Park in accordance with the approved Final Site Plan for Lot 3. The improvements to the Park shall be completed by Developer on or before the date the 45th residential unit within the Kimpton Square Project is issued a Certificate of Occupancy by the City. Alternatively, if Developer has not completed the Park by the 45th residential unit as described above, Developer may provide to City an irrevocable commitment of funds guaranteeing the completion of the Park within four (4) months from the issuance of a Certificate of Occupancy for the 45th residential unit. City shall use these funds to complete the required Park improvements, if Developer fails to complete this requirement. The fund amount shall include the estimated cost of the materials and work to complete the Park. Work to be completed for the Park includes all improvements, including but not limited to grading, irrigation, landscaping, walkways, recreation structures, etc. Upon Developer's completion of the required improvements, the City shall inspect the improvements for compliance with the approved plan and accept the improvements upon a finding of compliance. Developer shall warranty all improvements, including landscaping, for twelve months from the date of City acceptance. A final inspection of the Park improvements shall occur prior to the expiration of the warranty period. It shall be Developer's responsibility to replace or repair any improvements that did not withstand the twelve month warranty period.

2.5 Maintenance of Lot 3. Developer shall be responsible for the maintenance of Lot 3 and the Park improvements until such time as *all* of the following have occurred:

- Lot 3 has been dedicated to the City;

- Developer has completed all of the Park improvements in compliance with the approved Final Site Plan; and
- As noted in Section 2.4 above, the twelve month warranty period concludes.

At such time as all of these items have occurred, the City shall be responsible for the maintenance of Lot 3 and any improvements thereto.

Article 3 Single Family Development

3.1 Development Review Process. Prior to any construction or selling of units within Lot 2, Developer shall obtain the following development approvals:

3.1.1 Final Site Plan Approval. Developer shall prepare and submit a Final Site Plan for each phase of the Single Family Development that is consistent with the approved Small Scale Master Plan included in **Exhibit F**, including the conditions of approval noted in **Exhibit D**. The Final Site Plan shall be prepared in accordance with Section 17-3-3 E of the Zoning Ordinance and shall comply with the provisions of this Development Agreement, the Zoning Ordinance, and all requirements of the City Engineer, Fire Marshal and Building Official.

3.1.2 Subdivision Plat Approval. Prior to selling residential lots/units within Lot 2, Developer shall further subdivide Lot 2 into individual units/lots and common area. The subdivision plat shall be reviewed pursuant to Title 16 of the Midvale Municipal Code and shall include applicable notations and references from the Easement Agreement, the Plat, and the Kimpton Square Single Family and Public Open Space SSMP conditions. The subdivision plat shall address the following:

- 3.1.2.1 Consistency with the approved Small Scale Master Plan for the Single Family Development.
- 3.1.2.2 Location of all building footprints for each residential unit as shown on the approved Final Site Plan. A notation stating all structures shall be constructed within this building footprint shall be included on the subdivision plat.
- 3.1.2.3 Developer shall prepare a Declaration of Covenants, Conditions and Restrictions (CC&R's), including the creation of a homeowners' association, for the Single Family Development. This document shall address the ownership and maintenance of the private roads and common areas, as well as other pertinent homeowners' items, i.e. limitations on accessory structures, allowable fencing, guest parking, etc. This document shall be reviewed and approved by the City and recorded in conjunction with the Final Subdivision Plat.

3.1.2.4 Prior to Final Subdivision Plat approval, Developer shall obtain Final Site Plan approval for the Single Family Development.

3.2 Final Site Plan. Developer agrees that it will construct the Single Family Development as shown on the Final Site Plan and in accordance with the Large Scale Master Plan conditions and the Kimpton Square Single Family and Public Open Space SSMP conditions.

3.3 Declaration of Covenants, Conditions and Restrictions (CC&R's) and Homeowners' Association. The Single Family Development shall have a common homeowners' association, which among other things, shall be responsible for the short term and long term maintenance of private streets, common areas and facilities, common area landscaping, and other common area responsibilities. These maintenance obligations shall be more particularly set forth in the CC&R's for the project and shall be recorded with the first Subdivision Plat. Subsequent phases and subdivision plats of the Single Family Development shall be subject to these CC&R's, and the property owners shall become part of the existing homeowners' association. Appropriate documents shall be recorded with each subsequent Subdivision Plat to ensure all phases and subdivision plats are subject to the same CC&R's and part of a common homeowners' association.

3.4 Guarantee of Common Area Recreation Amenities. The Single Family Development includes a minimum fifteen percent common recreational amenity area. This amenity area includes the areas depicted on **Exhibit G**. These areas shall provide recreation amenities for the residents within the project and shall be improved as generally shown in **Exhibit F** and as specifically shown on the approved Final Site Plan for the Single Family Development.

Developer agrees to complete the required recreation amenity improvements in accordance with the approved Final Site Plan for the Single Family Development. Unless noted otherwise, the improvements shall be constructed in conjunction with the adjacent residential units. Prior to a Certificate of Occupancy being issued for any of the adjacent residential units, Developer shall complete these improvements or shall guarantee the completion of these improvements with an irrevocable commitment of funds that will be made available to the City. The fund amount shall include the estimated cost of the materials and work to complete the specific recreation amenity area. The City shall use these funds to complete the required recreation amenity improvements if Developer fails to complete this requirement. Funds in the amount of Developer's invoiced costs for any amenity component shall be immediately disbursed to Developer upon installation of such portion of the required amenity, provided the City finds such improvements comply with the approved plan. All remaining funds shall be disbursed to Developer upon the completion of the required recreation amenity area, following inspection and approval by the City. If Developer fails to complete the required recreation amenity area, the remaining funds shall be disbursed to the City to cause completion of the required improvements. It is expected that the improvements will be completed as soon as the construction activity in the area allows so as to not damage the recreation area improvements, and weather permits.

The portion of the Park above the minimum public open space area required for the Kimpton Square Project shall be improved in accordance with the approved Final Site Plan and timing for the Park and Lot 3 as described in Article 2 herein.

3.5 Agreement to Comply with Specific Conditions of Approval. Developer agrees to the following conditions of approval regarding the Single Family Development:

3.5.1 Development Layout and Standards:

- 3.5.1.1 The private road access onto Holden Street shall be right-in/right-out only, with appropriate improvements to be reviewed and approved by the City Engineer as part of the Final Site Plan.
- 3.5.1.2 All residential units shall be constructed within the designated building footprint shown on the approved Final Site Plan, ensuring compliance with the appropriate setbacks and separation of units as required in the Silver Refinery Overlay for medium density single family detached development.
- 3.5.1.3 Residential units with driveways less than eighteen feet in length, measured from the garage to the inside edge of the sidewalk, shall have side by side two car garages. Notations shall be included on the Final Site Plan and Subdivision Plat indicating the specific units to which this applies.
- 3.5.1.4 House models with a one car garage shall not be constructed with a driveway less than eighteen feet in length. At the time of this Agreement, House Model 1312 is the only approved model with a one car garage option.
- 3.5.1.5 The side yard setbacks between dwelling units shall comply with the Building Code and provide a minimum separation of ten feet between units. This separation shall be measured from any projections, with the exception of roof eaves. A note stating this requirement shall be included on the Final Site Plan and Subdivision Plat.
- 3.5.1.6 Automatic fire sprinkler systems shall be required in some of the units at the north end of the project. The specific units requiring this system shall be determined by the Fire Marshal as part of the Final Site Plan review. Notations shall be included on the Final Site Plan and Subdivision Plat indicating the specific units to which this applies.
- 3.5.1.7 The units near the overhead power line easement, specifically units 130 and 131, shall be designed so as to not encroach into the easement area. Notations shall be

included on the Final Site Plan and Subdivision Plat indicating this.

- 3.5.1.8 A perimeter project fence is required along the east project boundary. This shall be a six foot high, decorative concrete fence matching the perimeter fence on the north and west project boundaries. This fence shall be constructed prior to the construction of the residential units along the east project boundary.
- 3.5.1.9 Stamped, colored concrete or asphalt crosswalks shall be included across all roadways to provide continuous pedestrian linkages throughout the project. These crosswalks, including construction detail, shall be included on the Final Site Plan.

3.5.2 Landscaping:

- 3.5.2.1 Developer shall landscape the Single Family Development area in accordance with the approved Final Site Plan. The final landscape plan shall be consistent with the approved preliminary landscape plan (including the Planning Commission's applicable conditions in Exhibit D) with regard to planting areas, turf areas, street trees and the typical lot plan. Typical lot plan shown in **Exhibit H**.
- 3.5.2.2 Interior project street trees are required to be planted at a rate of at least one tree per forty feet of frontage. These trees may be grouped or planted at reasonable intervals.
- 3.5.2.3 Detailed landscaping and irrigation plans shall be submitted as part of a Final Site Plan review and approval. These plans shall comply with Sections 17-7-9.5 C, 17-7-9.5 D and 17-7-9.12.3.7 F of the Zoning Ordinance.
- 3.5.2.5 Installation of all landscaping and irrigation shall be Developer's responsibility and a condition precedent to receiving a Certificate of Occupancy for each such unit. If seasonal conditions or site construction make installation unfeasible, Developer shall provide a cash bond or other reasonable security to the City until the landscaping can be installed.

- 3.5.3 Housing Product and Architecture. The approved Small Scale Master Plan includes specific housing models that were reviewed and approved by the Planning Commission as part of the Single Family Development and shown in **Exhibit I**. All units constructed within the project shall be an approved housing model including revisions to comply with the Planning Commission's applicable

conditions in Exhibit D, and included in the approved Final Site Plan.

- 3.5.3.1 All primary exterior materials and colors used in the project shall be chosen from the materials and colors included in **Exhibit J**. The exterior materials and colors shall be included on the building plans for each unit and addressed as part of the individual Building Permit Application review.
 - 3.5.3.2 It is the intent of the Zoning Ordinance and this Development Agreement to allow a variety of housing models within the Kimpton Square Project, provided these types comply with the architectural standards of the Zoning Ordinance and are complementary to each other. The Planning Commission may approve additional housing models to be incorporated into the Single Family Development. Additional housing models shall be reviewed and approved as an amendment to the original Small Scale Master Plan.
 - 3.5.3.3 In order to ensure adequate interior parking space, tandem garages shall have a minimum depth of 36.5 feet and all garage man doors shall be constructed to swing to the outside of the structure.
 - 3.5.3.4 A fenced garbage can enclosure and walkway to access said enclosure shall be constructed in the side yard of each unit (or adjacent unit in some instances) as shown on the Final Site Plan.
- 3.5.4 Interior Project Fencing. Developer is responsible to construct the project interior fencing as approved in the Small Scale Master Plan and finalized on the approved Final Site Plan. Interior project fencing shall be completed in conjunction with the project landscaping as noted in Section 3.5.2 herein, and shall include the following parameters. These shall be noted in the project CC&R's and explained to potential homebuyers.
- 3.5.4.1 No fencing shall be allowed in the front yard of any unit.
 - 3.5.4.2 Fences shall be uniform in design, material and color, and shall not exceed four feet in height. Fence details shall be determined as part of the Final Site Plan, as well as the fence locations shown.
 - 3.5.4.3 Fencing between units is allowed, provided the fenced yard has dimensions of at least ten feet in all directions.
 - 3.5.4.4 Developer is required to construct a four foot high fence to separate the adjacent units from the Park, all common area recreation amenity areas, and between the front

elevations of all units. The fences between the front elevations shall be setback behind the front wall of the units to avoid a continuous plane between the structure and the fence. The construction of these fences is a condition precedent to receiving a Certificate of Occupancy for such unit. If seasonal conditions or site construction make installation unfeasible, Developer shall provide a cash bond or other reasonable security to the City until the fencing can be installed.

- 3.5.5 Accessory Structures. With the exception of the accessory structures associated with the common recreation amenity areas and approved as part of the Final Site Plan, there shall be no accessory structures constructed within the Single Family Development. This includes decks, sheds, awnings, pergolas, and similar structures associated with the individual units. This requirement shall be included in the CC&R's and explained to potential homebuyers.

Article 4 Apartment Development

4.1 Development Review Process. Prior to any construction on Lot 1, Developer shall obtain the following development approval:

- 4.1.1 Final Site Plan Approval. Developer shall prepare and submit a Final Site Plan for the Apartment Development that is consistent with the approved Small Scale Master Plan included in **Exhibit K**, including the conditions of approval noted in **Exhibit C**. The Final Site Plan shall be prepared in accordance with Section 17-3-3 E of the Zoning Ordinance and shall comply with the provisions of this Development Agreement, the Zoning Ordinance, and all requirements of the City Engineer, Fire Marshal and Building Official.

4.2 Final Site Plan. Developer agrees that it will construct the Apartment Development as shown on the Final Site Plan and in accordance with the Large Scale Master Plan conditions and the Kimpton Square Apartment SSMP conditions.

4.3 Agreement to Comply with Specific Conditions of Approval. Developer agrees to the following conditions of approval regarding the Apartment Development:

- 4.3.1 Access. The private road access onto Holden Street shall be right-in/right-out only, with appropriate improvements to be reviewed and approved by the City Engineer as part of the Final Site Plan.

4.3.2 Landscaping and Recreation Amenities. Developer agrees that:

- 4.3.2.1 All of the Lot 1 landscaping and recreation amenities shall be installed and in working order in accordance with the Final Site Plan prior to the issuance of the first Certificate of Occupancy with respect to the Apartment Development.
- 4.3.2.2 If seasonal conditions or site construction issues make such installation unfeasible at the time Developer requests such Certificate of Occupancy, Developer shall guarantee the same through an irrevocable commitment of funds in the form of a check to be provided by Developer and deposited by the City in a reserve account established for such purpose.
- 4.3.2.3 In the event Developer shall so guarantee the same, then the landscaping and recreation amenities shall be completed within six months of the first Certificate of Occupancy being issued with respect to the Apartment Development. The irrevocable commitment of funds shall be made available to the City to complete the landscaping and recreation amenities, if Developer fails to complete this requirement within the allotted time frame, which shall be the City's sole remedy in the event of any such failure. The fund amount shall be in the amount that the City estimates what it will cost to purchase the materials and to complete the landscaping and recreation amenities.

Article 5
General Terms and Conditions

5.1 Rights of Access. For the purpose of assuring compliance with this Agreement, upon reasonable advanced notice to 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 this Agreement, including, but not limited to, the inspection of the work being performed in connection with the completion of the Park, the Single Family Development, the Apartment Development and other site improvements. Such representatives shall comply with all safety rules of Developer and its general contractor. In addition, upon reasonable advanced notice to 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.

5.2 Construction of Agreement. This Agreement shall be constructed and interpreted to ensure that Developer complies with the requirements and conditions of the

Large Scale Master Plan, the Small Scale Master Plans, the Zoning Ordinances, and Institutional Controls.

5.3 Applicable Laws. Where this Agreement refers to laws of general applicability to the Kimpton Square 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 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").

5.4 Agreements to Run with the Land. This 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 Developer in the ownership or development of any portion of the Kimpton Square Project or the Property.

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

5.6 Duration; Survival of Developer's Obligations and Rights. The term of this Agreement shall commence on the date the Agreement is executed by both parties and shall continue unless either terminated as provided herein or by agreement by both parties, but in no event longer than fifteen (15) years from the effective date of this Agreement. Notwithstanding the foregoing, Developer's rights, remedies, obligations and responsibilities under this Agreement shall survive and continue beyond termination of this Agreement as to subdivisions and/or site plans that have been given final approval and have been recorded and for all offsite or other improvements that Developer was obligated to construct or make in connection with or as a condition of such final approval.

5.7 Tax Increment Reimbursement Agreement. The Parties agree that nothing in this Agreement, including specifically Article 2, shall prevent or prohibit Developer from seeking reimbursement from the Redevelopment Agency of Midvale City (the "RDA") for costs incurred in installing certain improvements pursuant to this Agreement in accordance with the RDA's Tax Increment Reimbursement Guidelines for the Bingham Junction Project Area.

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

Midvale City:

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

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

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

Developer:

Ryan Peterson
Wasatch Kimpton Square, LLC
299 South Main Street, Suite 2400
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.

5.9 Savings Clause; Severability. If any provision of this 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.

5.10 No Third Party Rights. This 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) Developer shall have full power over and exclusive control of the

Property subject to the obligations of Developer under this Agreement, the Easement Agreement and all Applicable Laws.

5.11 Integration. Except as otherwise specified and agreed in writing, this 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.

5.12 Further Assurances. The Parties to this 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.

5.13 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 Agreement.

5.14 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 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 of 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 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, 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 comes into possession. 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.

5.15 Disputes. In the event that a dispute arises in the interpretation or administration of this 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 Developer is in direct violation of a provision of this Agreement or of any Applicable Law.

5.16 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 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, except as may be allowed by Article I, Section 22 of the Utah Constitution or the Fourteenth Amendment to the United States Constitution. Legal actions shall be instituted in the Third Judicial District Court of the County of Salt Lake, State of Utah.

5.17 Counterparts. This 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.

5.18 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 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 nonbreaching Party or the Party prevailing in such dispute shall be entitled to recover from the breaching or nonprevailing 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 Agreement has been executed by Midvale City Corporation, acting by and through the Midvale City Council, and by a duly authorized representative of Wasatch Kimpton Square, LLC (Developer) as of the above stated date.

[signature and acknowledgment pages follow]

CITY:

MIDVALE CITY CORPORATION

By: _____
JoAnn B. Seghini, Mayor

ATTEST:

Rori L. Andreason, MMC
City Recorder

DEVELOPER:

Wasatch Kimpton Square, LLC

By: _____
Ryan Peterson
Its: Manager

Subscribed and sworn to me this ____ day of _____, 2015

(Notary)

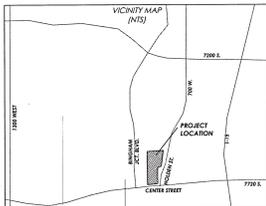
Residing in Salt Lake County, Utah
My Commission expires: _____

EXHIBIT A

Lots 1, 2 and 3 of the Kimpton Square Subdivision as described in the plat recorded with the Salt Lake County Recorder on July 7, 2015 as Entry No. 12086669.

KIMPTON SQUARE SUBDIVISION

LOCATED IN THE SOUTHEAST QUARTER OF SECTION 26,
TOWNSHIP 2 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN
MIDVALE CITY, SALT LAKE COUNTY, UTAH



LEGEND

FIRE HYDRANT
 STREET LIGHT
 EXISTING MONUMENT
 MONUMENT TO BE SET WITH REBAR & CAP
 SECTION CORNER
 STREET MONUMENT

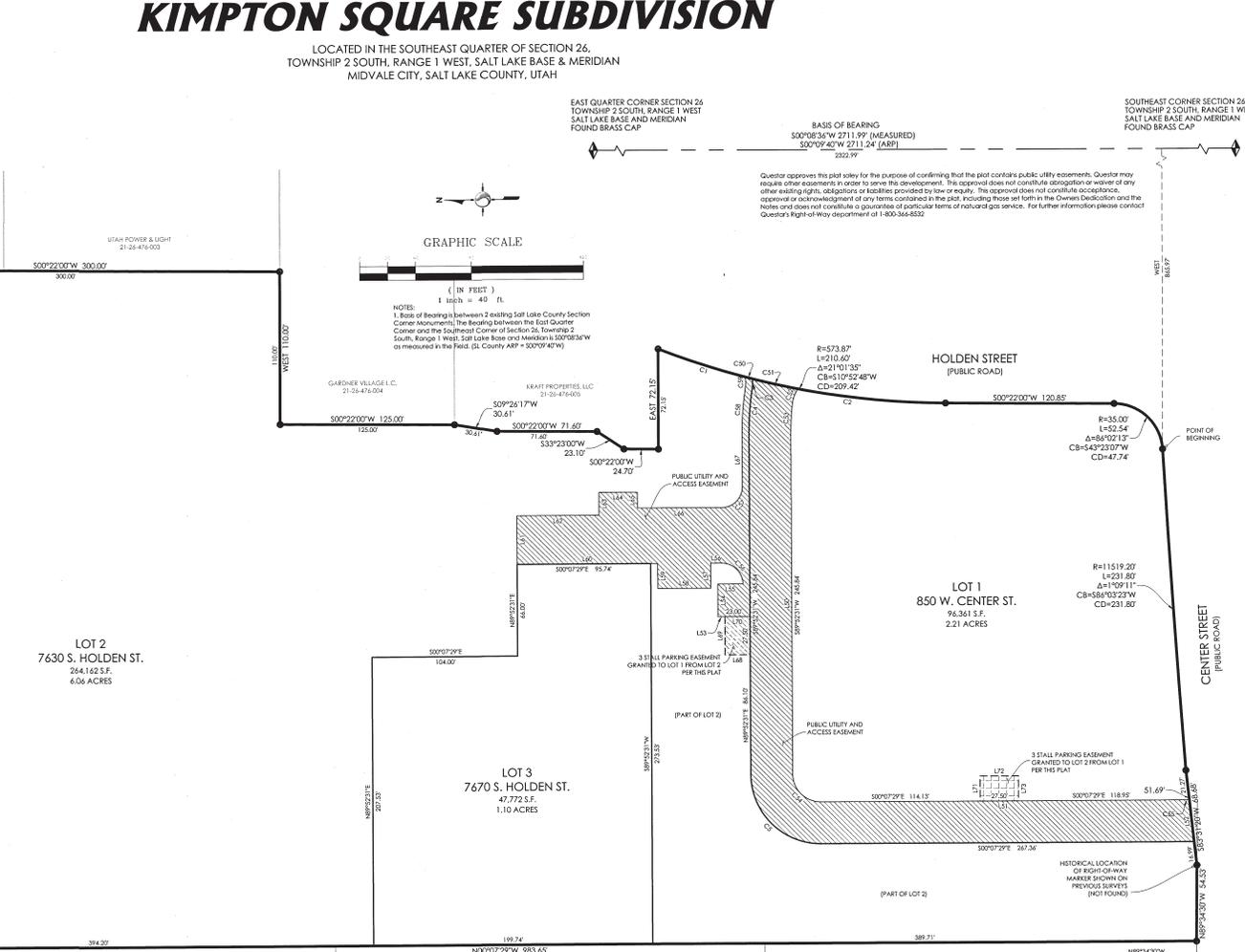
PARKING EASEMENT FROM LOT 1 TO LOT 2
 PARKING EASEMENT FROM LOT 2 TO LOT 1
 PUBLIC UTILITY AND ACCESS EASEMENT

CURVE TABLE

CURVE #	RADIUS	LENGTH	DELTA	CHORD BEARING	CHORD DISTANCE
C1	573.87	70.95	70S00°	S41°51'04"W	70.91'
C2	573.87	139.65	137S53°	S00°21'17"W	139.26'
C3	23.00	4.70	182°12'	S89°00'00"E	8.88'
C4	210.00	32.26	8°46'52"	N88°43'24"W	210.25'
C5	30.00	78.54	90°00'00"	S44°52'31"W	70.71'

LINE TABLE

LINE #	LENGTH	DIRECTION	LINE #	LENGTH	DIRECTION
L50	248.84	S89°52'31"W	L62	58.89	S00°07'29"E
L51	210.57	S00°07'29"E	L63	18.30	N89°52'31"E
L52	30.42	S89°52'31"W	L64	37.50	S00°07'29"E
L53	5.00	N00°07'29"W	L65	11.50	S89°52'31"E
L54	23.30	N89°52'31"E	L66	60.33	S00°07'29"E
L55	18.00	S00°11'16"E	L67	38.72	N89°52'31"E
L56	8.00	N00°07'29"W	L68	18.00	N00°07'29"W
L57	18.00	S89°52'31"W	L69	27.50	N89°52'31"E
L58	38.00	N00°07'29"W	L70	18.00	N00°07'29"W
L59	18.00	N89°52'31"E	L71	18.00	N89°52'31"E
L60	100.74	N00°07'29"W	L72	27.50	S00°07'29"E
L61	33.00	N89°52'31"E	L73	18.00	S89°52'31"W



EASEMENT APPROVAL

COMPANY	DATE
QUESTAR GAS CO.	2003/03/11
ROCKY MOUNTAIN POWER	
CENTURY LINK	
COMCAST	

MIDVALE CITY ENGINEER
APPROVED THIS 17th DAY OF June, 2015
Midvale City Engineer

MIDVALE CITY COUNCIL
PRESENTED TO THE MIDVALE CITY COUNCIL THIS 26th DAY OF June, A.D. 2015, AT WHICH TIME THIS SUBDIVISION WAS APPROVED AND ACCEPTED.
Mayor, Clerk, Chairman

CITY ATTORNEY'S APPROVAL
APPROVED AS TO FORM THIS 26th DAY OF June, A.D. 2015
City Attorney

BOARD OF HEALTH
APPROVED THIS 15 DAY OF June, A.D. 2015
Board of Health

PLANNING COMMISSION
APPROVED THIS 24th DAY OF June, A.D. 2015
Planning Commission

RECORDED # 1208669
STATE OF UTAH, COUNTY OF SALT LAKE, RECORDED AND FILED AT THE REQUEST OF: WASATCH KIMPTON SQUARE LLC
DATE: 7/1/15 TIME: 2:53 PM BOOK: 2015 P. PAGE: 152
FEES: 33.00
SALT LAKE COUNTY RECORDER

SURVEYOR'S CERTIFICATE

I, Gregory A. Cates, do hereby certify that I am a Professional Land Surveyor, and that I hold Certificate No. 161226 as prescribed under the laws of the State of Utah. I further certify that by authority of the Owners, I have made a survey of the tract of land shown on this plat and described below, and have subdivided said tract of land into lots and blocks, hereafter to be known as:

KIMPTON SQUARE SUBDIVISION

and that same has been surveyed and staked on the ground as shown on this plat.

BOUNDARY DESCRIPTION

Beginning at a point on the Northern Right-of-Way Line, said point being 500°08'36" W 2322.49 feet, along the Section Line, and West 865.97 feet from the East Quarter Corner of Section 26, Township 2 South, Range 1 West, Salt Lake Base and Meridian; and running thence, along said Northern Right-of-Way Line, the following two (2) courses: (1) Southwesterly 231.80 feet along the arc of a 11,519.20 foot radius curve to the left, chord bears S89°52'31"W 231.80 feet; (2) S89°52'31"W 68.48 feet; thence N89°54'30"W 54.33 feet to the Southeast Corner of the Junction of Midvale Southeast Residential Plat Subdivision recorded in Book 2019 P of Page 124 in the Salt Lake County Recorder's Office; thence, along the Exterior Boundary Line of said plat, the following two (2) courses: (1) N00°07'29"W 983.65 feet; (2) N89°52'31"E 118.92 feet; thence S01°13'07"W 29.55 feet; thence West 300.00 feet; thence S00°22'00"W 300.00 feet; thence West 110.00 feet; thence S00°22'00"W 125.00 feet; thence S02°26'17"W 30.61 feet; thence S00°22'00"W 71.40 feet; thence S33°23'07"W 23.10 feet; thence S00°22'00"W 24.70 feet; thence East 72.10 feet to the Westerly Right-of-Way Line of 700 West (Holdren) Street; thence, along said Westerly Right-of-Way Line, the following three (3) courses: (1) Southwesterly 210.60 feet along the arc of a 57.38 foot radius curve to the left, chord bears S10°52'48"W 209.42 feet; (2) S00°22'00"W 120.85 feet; (3) Southwesterly 52.54 feet along the arc of a 35.00 foot radius curve to the right, chord bears S42°02'30"W 47.74 feet to the Point of Beginning.

Contains: 408,295 SF or 9.37 AC.

The Basis of Bearing for this description is between 2 existing Section Corners. The bearing between the Southeast Corner and the East Quarter Corner of Section 26, Township 2 South, Range 1 West, Salt Lake Base & Meridian is N00°08'36"E as measured in the field, Salt Lake County ASP # N00°09'47"E.

Gregory A. Cates
June 11, 2015
No. 161226
GREGORY A. CATES
DATE OF EXPIRE

OWNER'S DEDICATION

Know all men by these presents that I, the undersigned owner [] of the above described tract of land, having caused the same to be subdivided into lots and streets to be hereafter known as:

KIMPTON SQUARE SUBDIVISION

do hereby dedicate for perpetual use of the public all parcels of land and easements as shown on this plat as intended for Public Use.

In witness whereof, I have hereunto set my hand this 11th day of June, 2015.

Rob L. Sebastian
Commissioner

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF UTAH
COUNTY OF Salt Lake

On this 16th day of June, A.D. 2015, personally appeared before me, the undersigned Notary Public for said county of Salt Lake, in the State of Utah, Wesley Peterson, who after being duly sworn, acknowledged to me that Wesley Peterson, who after being duly sworn, acknowledged to me that Wesley Peterson, its manager, signed the Owner's Dedication Treaty and voluntarily for and in behalf of said Limited Liability Company for the purposes therein mentioned.

MY COMMISSION EXPIRES 07/17/19
NOTARY PUBLIC RESIDING IN Davis COUNTY

KIMPTON SQUARE SUBDIVISION

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 26,
TOWNSHIP 2 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN
MIDVALE, SALT LAKE COUNTY, UTAH

Rob L. Sebastian
Commissioner

EXHIBIT B



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

April 28, 2015

Mr. Adam Lankford
Wasatch Group
299 S. Main St. #2400
Salt Lake City, UT 84111

Subject: Kimpton Square Project @ 7612 S. Holden St. – Large Scale Master Plan
Amendment and 3-Lot Subdivision Approval

Dear Adam:

This letter is to confirm action taken by the Midvale City Planning Commission at its meeting held on April 22, 2015 regarding the above requests.

Large Scale Master Plan Amendment:

Based on compliance with the general parameters of the Silver Refinery Overlay, it was the decision of the Planning Commission to approve the proposed amended Large Scale Master Plan for the Kimpton Square Master Plan with the following conditions:

1. The public open space parcel shall be improved by the developer to include, at a minimum, appropriate landscaping, irrigation, minimum five-foot wide walkways (eight feet may be required), and amenities such as seating and gathering areas. The details and timing of these improvements shall be included in the required development agreement.
2. All development within the Large Scale Master Plan area shall comply with the applicable standards in the Silver Refinery Overlay.
3. The applicant shall work with the City in drafting a Development Agreement for this project site. This agreement will need to be done prior to or in conjunction with the first Small Scale Master Plan within the large scale area.

3-Lot Subdivision:

Based on consistency between the proposed subdivision plat and the amended Large Scale Master Plan, the Planning Commission forwarded a positive recommendation to the

City Council to approve the Preliminary Subdivision Plat for the Kimpton Square Project with the following conditions:

1. The applicant shall prepare a final subdivision plat to be reviewed and approved by the City Engineer, Fire Marshal and City Council.
2. The applicant shall provide evidence that a courtesy notice has been sent to Questar Gas, Rocky Mountain Power, Comcast Cable, Utopia and CenturyLink regarding the utility easements on the subdivision plat prior to the subdivision plat being recorded.

As part of its subdivision recommendation, the Planning Commission noted for the City Council that there are concerns from some of the descendants of those who may be buried in the pioneer cemetery concerning the specific boundary of the cemetery. Based on this, the Planning Commission recommended that the City Council takes appropriate steps to ensure, in so far as possible, that the cemetery boundary is defined.

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

Sincerely,



Lesley Burns
City Planner

/lb

Attachment – Approved LSMP

EXHIBIT C



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

May 28, 2015

Mr. Adam Lankford
Wasatch Group
299 S. Main St. #2400
Salt Lake City, UT 84111

Subject: Kimpton Square Apartments – Small Scale Master Plan

Dear Adam:

This letter is to confirm action taken by the Midvale City Planning Commission at its meeting held on May 27, 2015 regarding the above request. Based on the findings below, as well as compliance with the Kimpton Square Large Scale Master Plan and the development standards for the Silver Refinery Overlay and Bingham Junction Zone District, it was the decision of the Planning Commission to approve the Small Scale Master Plan for the Kimpton Square Apartments to be located at the Northwest Corner of Holden Street and 7800 South with the following conditions:

1. The final site plan approval for this project shall be subject to the execution of the required Development Agreement for the Kimpton Square Large Scale Master Plan area. This agreement shall include, among other conditions, the allocation of residential units within the specific project areas to ensure the overall density within the Large Scale Master Plan does not exceed that allowed by the Silver Refinery Overlay, the appropriate timing for completion of improvements for the required public open space within the Large Scale Master Plan area, the assurance that the shared parking between project sites is appropriately established, and this project is developed and operated as a senior affordable housing use.
2. Benches shall be incorporated into the grass areas near the southwest and southeast corners of the building as part of the required recreation amenities for the residents.
3. The landscape plan shall be revised to include:
 - At least one more street tree along the north private road frontage.
 - A minimum of 25% of the shrubs being evergreen.
 - Edging between the planter areas and turf.
 - Rock or four inches of bark mulch in the planter areas where ground covers are not shown.
 - An irrigation plan complying with Section 17-7-9.5 (C) and (E) of the zoning ordinance and the Institutional Controls for Bingham Junction.
4. All requirements of the City Engineer and Fire Marshal shall be addressed.

5. Street lighting complying with the City's LED street light standards shall be addressed on the private looped road, as well as lighting for the adjacent guest parking areas. This street light standard shall be carried throughout the Large Scale Master Plan area.
6. Stamped, colored concrete or asphalt crosswalks shall be provided at the intersections of the private road, as well as across the two driveways into the building. This crosswalk standard shall be carried throughout the Large Scale Master Plan area.
7. A 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 applicable conditions of this approval.
8. All site work shall comply with the Institutional Controls for the Bingham Junction area.
9. Signage is not part of the Small Scale Master Plan approval and shall require a separate sign permit review. All signs shall comply with the sign standards for the Silver Refinery Overlay, and cannot be located within a public right-of-way.
10. The applicant shall redesign the main building entrance to create a more prominent feature and focal point of the building.

Planning Commission findings:

1. The proposed building setback from the private road provides for an appropriate streetscape with landscaping, parking and pedestrian elements.
2. The proposed recreation amenities, including the grass areas near the southwest and southeast corners of the building, are appropriate for this type of housing community.
3. Although parts of the building elevations have a base material height less than one-third the building height, the proposed base material height terminates at appropriate visual breaks in the architecture, and, overall, the building complies with the intent of the base material height standard. This includes the use of cement fiber board siding on the stairwells.
4. Based on the proposed architectural features of the building, the percentages of stucco on the south, east and west elevations are justified.
5. Based on the proposed architectural features of the building, including the extensive use of balconies on all sides of the building, the proposed reduction of openings on the south, west and east elevations is justified.

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

Sincerely,



Lesley Burns
City Planner

/lb

EXHIBIT D



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

June 26, 2015

Mr. Ryan Peterson
Wasatch Kimpton Square, LLC
299 S. Main Street, Suite 2400
Salt Lake City, UT 84111
rpeterson@wasatchgroup.com

Subject: Planning Commission Decision – Kimpton Square Single Family and
Public Open Space Small Scale Master Plan (approx. 7612 S. Holden St.)

Dear Ryan:

This letter is to confirm action taken by the Midvale City Planning Commission at its meeting held on June 24, 2015 regarding the above project. It was the decision of the Planning Commission to approve the Small Scale Master Plan for the Kimpton Square Single Family Residential Project and Public Open Space Parcel with the following conditions:

1. The final site plan approval for this project shall be subject to the execution of the required Development Agreement for the Kimpton Square Large Scale Master Plan area. This agreement shall include, among other conditions, the allocation of residential units within the specific project areas to ensure the overall density within the Large Scale Master Plan does not exceed that allowed by the Silver Refinery Overlay, the appropriate timing for completion of improvements for the required public open space within the Large Scale Master Plan area, the assurance that the shared parking between project sites is appropriately established, and this project is developed and maintained as shown on the approved final site plan.
2. Automatic fire sprinkler systems shall be included in the units at the north end of the project as required by the Fire Marshal.
3. All requirements of the City Engineer and Fire Marshal shall be addressed.
4. Street lighting complying with the City's LED street light standards shall be addressed on the private looped road, as well as lighting for the adjacent guest parking areas. This street light standard shall be carried throughout the Large Scale Master Plan area.
5. Stamped, colored concrete or asphalt crosswalks shall be provided at the intersections of the private road to provide continuous pedestrian linkages

- throughout the development. This crosswalk standard shall be carried throughout the Large Scale Master Plan area.
6. The existing masonry perimeter wall shall be extended along the east perimeter of the project.
 7. Housing models shall be revised to include the following:
 - Units with driveways less than 18 feet in depth shall have side by side two car garages.
 - Elimination of the single car garage option in Model 2035.
 - Minimum tandem garage depth is 36.5 feet.
 - All garage doors to swing outside.
 - Elimination of the portion of driveway in front of the living area of the house and addition of landscape in this area.
 8. The units shall be constructed in accordance with the approved building models and associated landscape plans, including having the enhanced building elevations facing roads and open space/common areas. This will be verified during the Building Permit Application process.
 9. The applicant shall show that Units 130 and 131 will not encroach into the existing overhead power line easement, including eaves and other projections. Written confirmation from Rocky Mountain Power indicating the proposal complies with the limitations of this easement shall be provided prior to final site plan approval.
 10. The four foot high interior fencing shall be the same design and color throughout the project. Fencing is required adjacent to the public open space and common areas, and between the front elevations of the units.
 11. Details shall be provided on all recreation amenities and improvements within the public open space, including planter boxes, fire pit, benches, pavilion, etc.
 12. The location of the existing power pole west of the power substation shall be adjusted to ensure that the pole is not within the sidewalk area.
 13. A final landscape plan that includes the required street trees and percentages of evergreen plant materials complying with Sections 17-7-9.5 D and 9.12.3.7 F of the ordinance shall be provided.
 14. The “Typical Lot” landscape plan shall be revised to accurately reflect a minimum 10 foot rear yard. Additional plans shall be created for the larger yard areas, or landscaping for these areas shall be shown on the overall landscape plan.
 15. An irrigation plan complying with Section 17-7-9.5 (C) and (E) of the zoning ordinance and the Institutional Controls for Bingham Junction shall be provided. This plan shall include the entire project area.
 16. A 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 applicable conditions of this approval.
 17. All site work shall comply with the Institutional Controls for the Bingham Junction area.
 18. CC&R’s shall be prepared for this project and shall include, at a minimum, the guidelines addressed in the “Kimpton CCR Restrictions” document. Applicable items shall also be included as notes on the future subdivision plat for this project.

19. It is encouraged the applicant contact the adjacent homeowners association for a possible pedestrian connection between the common area near the northwest corner of the project and the Central 72 Townhouse project, as well as a connection to Highland Gardens.

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

Sincerely,

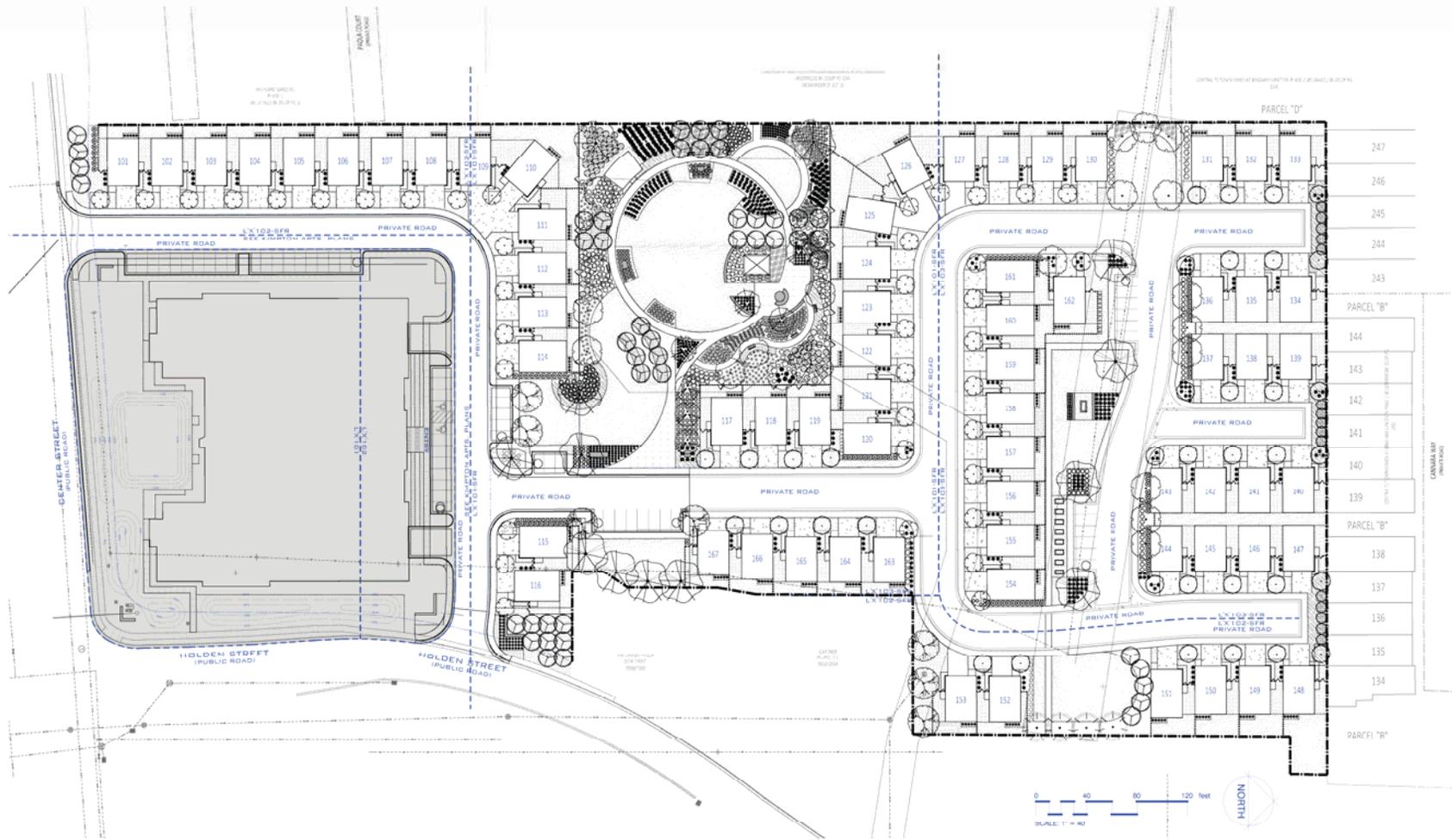
A handwritten signature in blue ink, appearing to read 'Lesley Burns', with a long horizontal flourish extending to the right.

Lesley Burns
City Planner

/lb

EXHIBIT E

EXHIBIT F



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**KIMPTON SINGLE
 FAMILY RESIDENTIAL**
 CENTER ST., N. HOLDEN ST.
 MIDVALE, UT

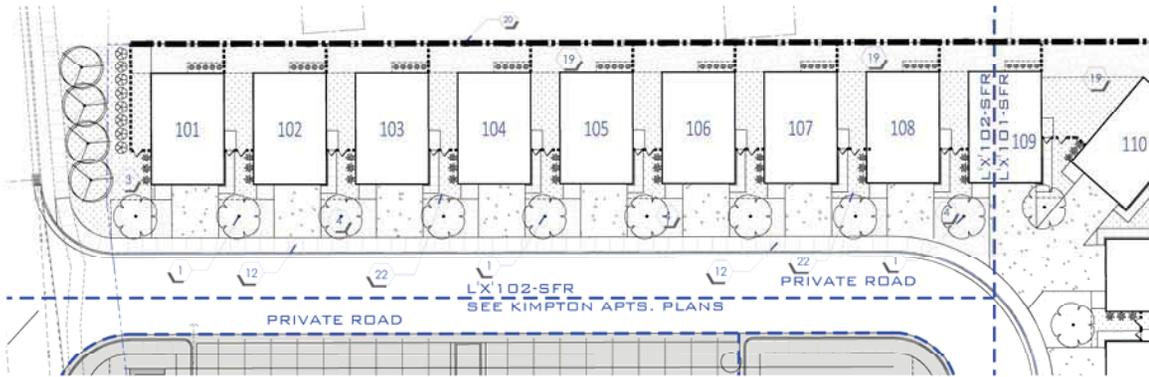
DATA:
 DATE: 06.15.13
 PROJECT NO: 1518
 DRAWN BY: HJG
 CHECKED BY: BAR

REVISIONS:

TITLE
**OVERALL
 LANDSCAPE**

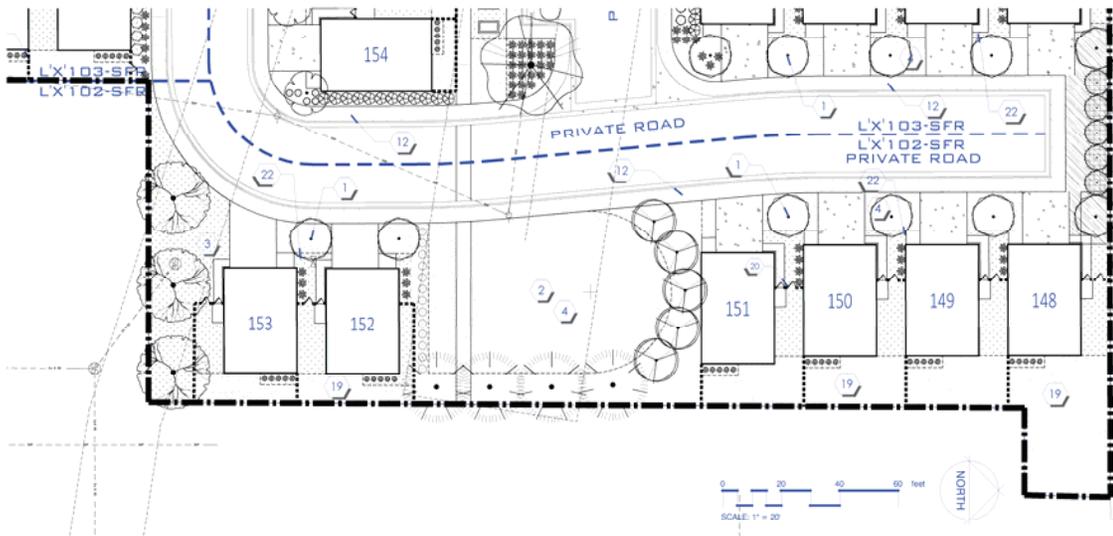
SHEET

LP100



REFERENCE NOTES SCHEDULE

CODE	DESCRIPTION	QTY	DETAIL
1	STREET TREE (TYP.)		2/LP501
2	COMMON SPACE/PARK AREA		8/LP501
3	3/8" WASATCH GRAY CRUSHER FINES ROCK MULCH (TYP.)		8/LP501
4	TURF SOO AREA (TYP.)		7/LP501
5	PIONEER MEMORIAL PARK AREA		
6	HISTORIC MONUMENT/SIGN		
7	FOCAL PLANTING AREA		
8	EXISTING CABIN - PRESERVE AND RESTORE AS HISTORICAL LANDMARK. LOCATE AS APPROPRIATE		
9	PAVILION STRUCTURE WITH PICNIC BENCHES AND BARBECUE STATIONS - PER ARCHITECT		
10	18" HIGH X 18" WIDE SITZ/SEAT WALLS		4/LP502
11	DETENTION BASIN LOCATION OPTION - AS PER CIVIL DWGS.		
12	WALKWAY (TYP.)		
13	FIRE PIT LOCATION - OPTIONAL		3/LP502
16	RAISED GARDEN BOXES LOCATION		2/LP502
17	MONUMENT SIGN LOCATION - TO BE BUILT AND PLACED PER LOCATION IN THE FUTURE (TYP.)		
19	BACK YARD TO BE INSTALLED BY BUILDER (TYPICAL FOR ALL SINGLE FAMILY RESIDENCES) - SEE LOT TYPICALS		
20	BENCH - LOCATION PER PLAN - TYPE AND STYLE PER OWNER		
21	EARTH BENCHMARK REPRESENTED AS 1" CONTOUR INTERVALS. COORDINATE BETWEEN CIVIL AND LANDSCAPE PLANS. CONTRACTOR TO RECEIVE FINAL APPROVAL OF BERM HEIGHTS AND SLOPES BY LANDSCAPE ARCHITECT (TYP.)		1/LP502
22	FRONTYARD LANDSCAPE (TYP.) - SEE LOT TYPICAL SHEETS		
23	FLAGSTONE STEPPING PATH FROM RESIDENTS TO PIONEER MEMORIAL PARK (TYP.)		
24	SEE FENCING PLAN FOR TYPES, LOCATION, AND DETAILS (TYP.)		



PLANT SCHEDULE

SYM	BOTANICAL NAME / COMMON NAME	HT	SPAC	QTY
1	BRILLIANT WINDMILL / WINDMILL	3.0	12' x 12'	3
2	ORANGE DWARF HYDRANGEA / ORANGE DWARF HYDRANGEA	3.0	12' x 12'	3
3	REDGUM / REDGUM	3.0	12' x 12'	3
4	WAXY LEAFED WINDMILL / WAXY LEAFED WINDMILL	3.0	12' x 12'	3
5	FRAXINOSA / ALBURNUM	3.0	7' x 14'	4
6	PLANTING AREA ONLY - BLOSSOMING / PLANTING AREA ONLY	3.0	12' x 12'	3
7	FRAXINOSA / ALBURNUM	3.0	12' x 12'	3
8	FRAXINOSA / ALBURNUM	3.0	12' x 12'	3
9	FRAXINOSA / ALBURNUM	3.0	12' x 12'	3
10	FRAXINOSA / ALBURNUM	3.0	12' x 12'	3
11	FRAXINOSA / ALBURNUM	3.0	12' x 12'	3
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99	FRAXINOSA / ALBURNUM	3.0	12' x 12'	3
100	FRAXINOSA / ALBURNUM	3.0	12' x 12'	3

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KIMPTON SINGLE FAMILY RESIDENTIAL
 CENTER ST. N. HOLDEN ST. MIDVALE, UT

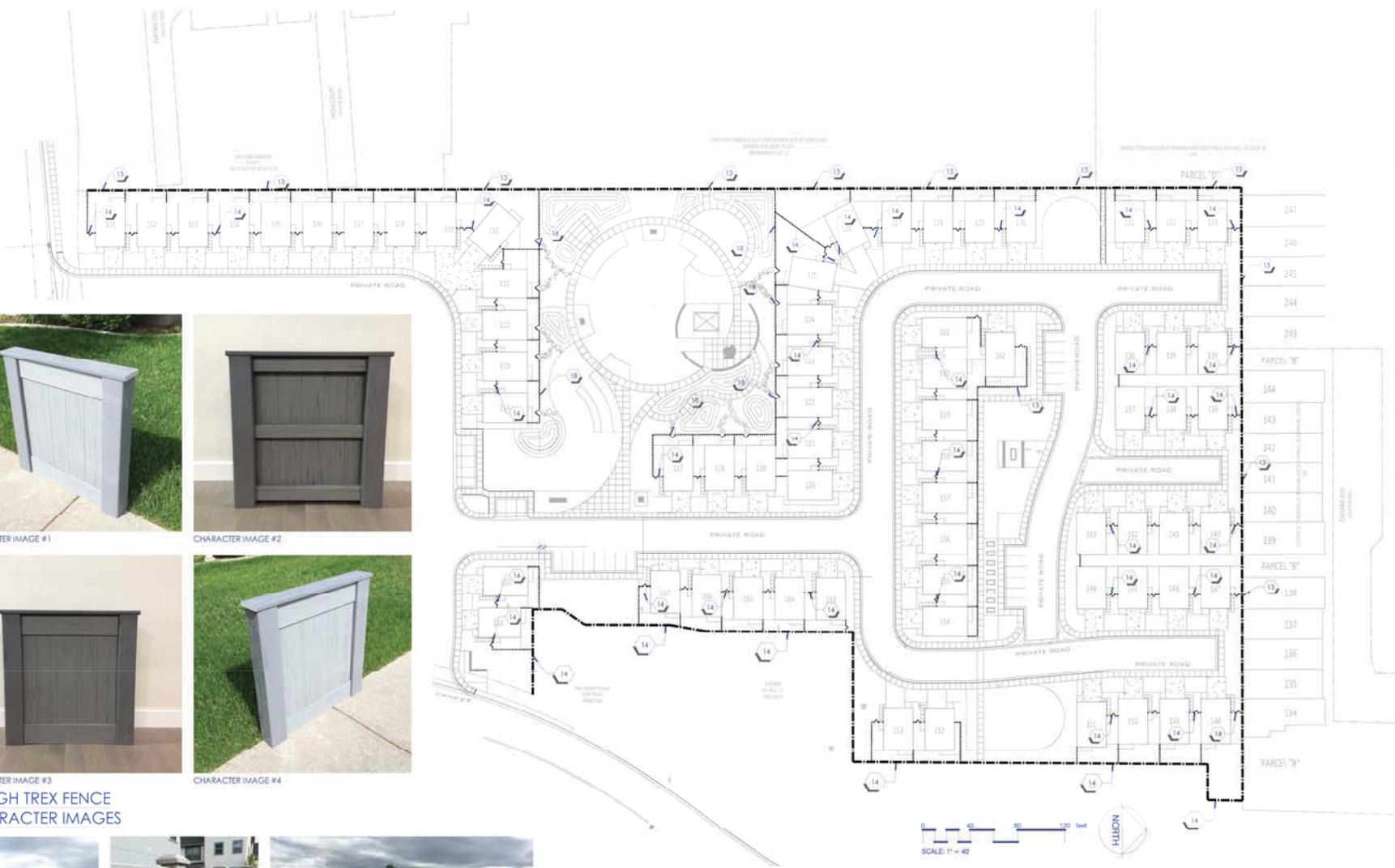
DATA:
 DATE: 06-15-18
 PROJECT NO: 1518
 DRAWN BY: HALL
 CHECKED BY: BAR

REVISIONS:

TITLE
 LANDSCAPE PLAN

SHEET

LP102



CHARACTER IMAGE #1



CHARACTER IMAGE #2



CHARACTER IMAGE #3



CHARACTER IMAGE #4

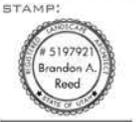
4' HIGH TREX FENCE CHARACTER IMAGES



6' EXISTING PRECAST CONCRETE PRIVACY FENCE IMAGES

REFERENCE NOTES SCHEDULE			
CODE	DESCRIPTION	QTY	DETAIL
13	EXISTING 4' HIGH PRECAST CONCRETE PRIVACY FENCE (TYP.) - PROJECT IN PLACE		
14	4' HIGH TREX FENCE OR EQUIVALENT WITH GATED ACCESS BETWEEN SINGLE FAMILY RESIDENCES (TYP.)		
18	4' HIGH TREX FENCE OR EQUIVALENT AROUND MEMORIAL GARDEN PUBLIC PARK - EACH RESIDENT WILL HAVE THEIR OWN GATED ACCESS INTO MEMORIAL PARK		
24	PERIMETER FENCE ALONG THE EAST PROJECT BOUNDARY TO BE SIMILAR TO THE CONCRETE PERIMETER FENCE ON THE WEST AND NORTH BOUNDARIES (TYP.)		

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KIMPTON SINGLE FAMILY RESIDENTIAL
 CENTER ST. N. HOLDEN ST.
 MIDVALE, UT

DATE: 06.15.13
 PROJECT NO: 1318
 DRAWN BY: HAJ
 CHECKED BY: BAB

REVISIONS:

TITLE
FENCING EXHIBIT PLAN

SHEET

LF100

EXHIBIT G

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STAMP:



**KIMPTON SINGLE
 FAMILY RESIDENTIAL**
 CENTER ST. N. HOLDEN ST.
 MIDVALE, UT

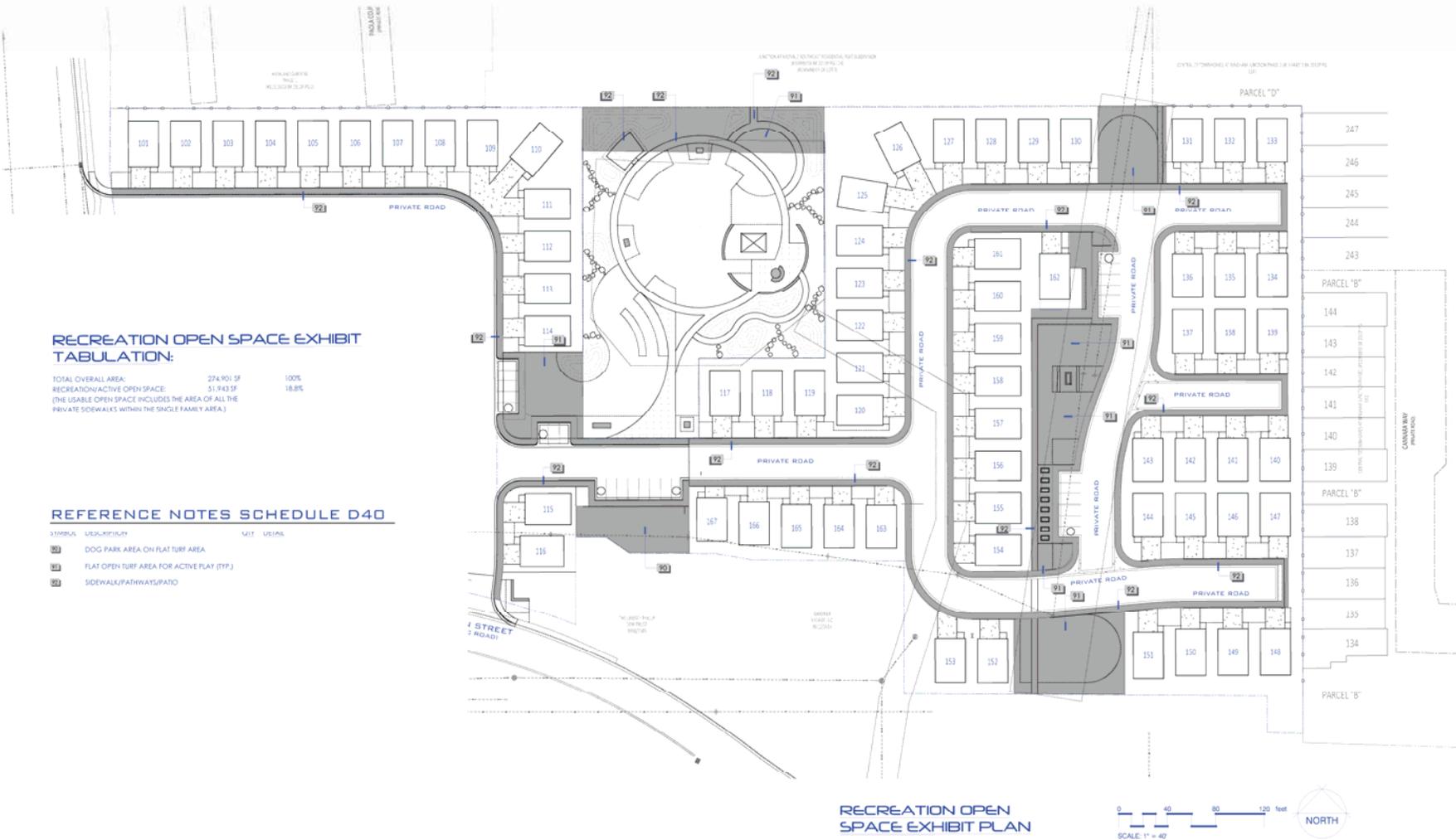
DATA:
 DATE: 06.15.15
 PROJECT NO: 1518
 DRAWN BY: HGL
 CHECKED BY: BAH

REVISIONS:

TITLE
RECREATION OPEN SPACE EXHIBIT

SHEET

LE 100



**RECREATION OPEN SPACE EXHIBIT
 TABULATION:**

TOTAL OVERALL AREA:	274,901 SF	100%
RECREATION/ACTIVE OPEN SPACE:	51,943 SF	18.8%
(THE USABLE OPEN SPACE INCLUDES THE AREA OF ALL THE PRIVATE SIDEWALKS WITHIN THE SINGLE FAMILY AREA.)		

REFERENCE NOTES SCHEDULE D40

- | SYMBOL | DESCRIPTION | SCALE | UNIT |
|----------|--|-------|------|
| (Symbol) | DOG PARK AREA ON FLAT TURF AREA | | |
| (Symbol) | FLAT OPEN TURF AREA FOR ACTIVE PLAY (TYP.) | | |
| (Symbol) | SIDEWALK/PATHWAYS/PATIO | | |

**RECREATION OPEN
 SPACE EXHIBIT PLAN**

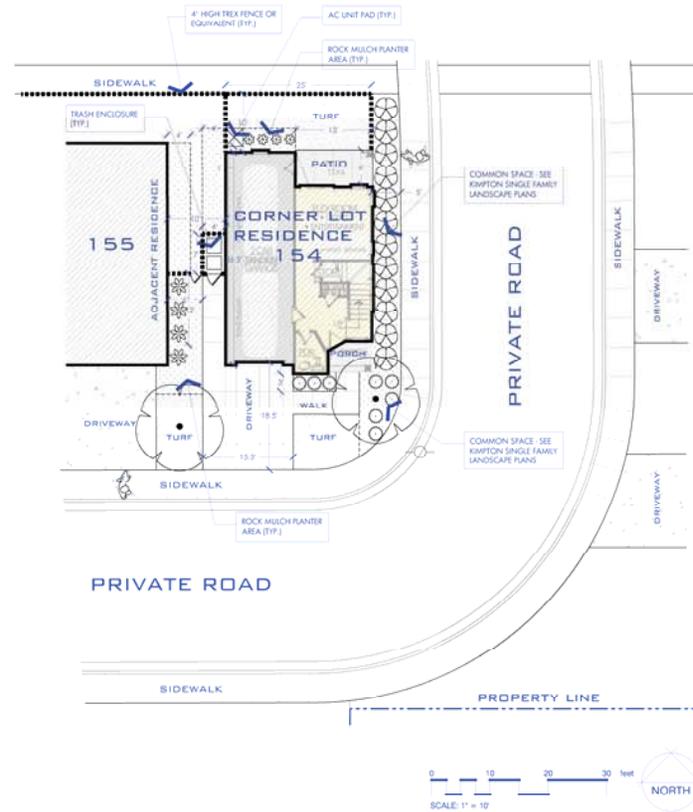


EXHIBIT H

PLANT SCHEDULE

TREES	BOTANICAL NAME / COMMON NAME	SIZE	CONT.	QTY
	PYRUS CALLERYANA 'ARISTOCRAT' / ARISTOCRAT FLOWERING PEAR	8 & 8	2" CAL	2
SHRUBS	BOTANICAL NAME / COMMON NAME	SIZE		QTY
	Berberis thunbergii 'NANA' / CRIMSON PYGMY BARBERRY	5 GAL		8
	EUCHYMIUS ALATUS 'COMPACTUS' / DWARF BURNING BUSH	5 GAL		12
	HEMEROCALLIS HYBRID 'STELLA DE ORO' / STELLA DE ORO DAYLILY	1 GAL		4
GRASSES	BOTANICAL NAME / COMMON NAME	SIZE		QTY
	PENIKSETUM ORIENTALE 'KARLE ROSE' / KARLE ROSE FOUNTAIN GRASS	1 GAL		4
GROUND COVERS	BOTANICAL NAME / COMMON NAME			QTY
	TURF 300			389 SF
	WASTATCH GRAY CRUISER FINE		ROCK MULCH	622 SF

- LOT TYPICAL NOTES:**
- EACH LOT WILL HAVE ITS OWN IRRIGATION WATER METER AND AUTOMATIC IRRIGATION SYSTEM. EACH SYSTEM TO BE TIED INTO OVERALL BASELINE SYSTEM.
 - NO OVERHEAD SPRAY IRRIGATION IS PERMITTED WITHIN 4' OF ANY BUILDING FOUNDATION.
 - 4' HIGH TREX FENCE OR EQUIVALENT WITH GATED ACCESS BETWEEN SINGLE FAMILY RESIDENCES (TYP.)
 - ALL CORNER LOTS WILL BE PLANTED WITH 1 TREE, 3 (5 GAL.) SHRUBS, 4 (1 GAL.) SHRUBS (TYP.)



The designs shown and described herein, including all technical drawings, graphics, renderings, and models, are the property of Loft Six Four and shall not be copied, duplicated, or commercially exploited in whole or in part without the prior and express written permission from Loft Six Four.

These drawings are available for limited review and evaluation by clients, consultants, contractors, government agencies, vendors, and other personnel only in accordance with this notice.



KIMPTON SINGLE FAMILY RESIDENTIAL
 CENTER ST. N. HOLDEN ST.
 MIDVALE, UT

DATA:
 DATE: 08.05.13
 PROJECT NO: 1518
 DRAWN BY: HCL
 CHECKED BY: BAR

REVISIONS:

TITLE
CORNER LOT TYPICAL

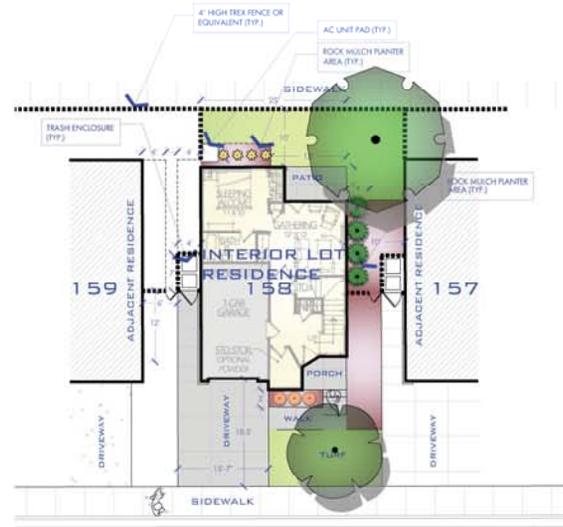
SHEET
LT101

PLANT SCHEDULE INTERIOR LOT

TREES	BOTANICAL NAME / COMMON NAME	SIZE	COHT.	QTY
	PIRUS CALLERYANA 'ARISTOCRAT' / ARISTOCRAT FLOWERING PEAR	8 & 8	2'CAL	1
SHRUBS	BOTANICAL NAME / COMMON NAME	SIZE	COHT.	QTY
	BERBERIS THUNBERGI 'NANA' / CRIMSON PYGMY BARBERRY	5 GAL		3
	HIMEROCALLIS HYBRID 'STELLA DE ORO' / STELLA DE ORO DAYLILY	1 GAL		4
	TAXUS CUSPIDATA DEHSIFORMIS / JAPANESE SPREADING YEW	5 GAL		4
GROUND COVERS	BOTANICAL NAME / COMMON NAME	COHT.	SPACING	QTY
	TURF SOB	SOB		940 SF
	WASTATCH GRAY CRUSHER PHS	ROCK MULCH		339 SF

LOT TYPICAL NOTES:

1. EACH LOT WILL HAVE ITS OWN IRRIGATION WATER METER AND AUTOMATIC IRRIGATION SYSTEM. EACH SYSTEM TO BE TIED INTO OVERALL BASELINE SYSTEM.
2. NO OVERHEAD SPRAY IRRIGATION IS PERMITTED WITHIN 4' OF ANY BUILDING FOUNDATION.
3. 4' HIGH TREX FENCE OR EQUIVALENT WITH GATED ACCESS BETWEEN SINGLE FAMILY RESIDENCES (TFP.)
4. ALL CORNER LOTS WILL BE PLANTED WITH 1 TREE, 4 (5 GAL.) SHRUBS, 7 (1 GAL.) SHRUBS, (TFP.)



PRIVATE ROAD

SIDEWALK



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These drawings are available for limited review and evaluation by clients, consultants, contractors, government agencies, vendors, and other personnel only in accordance with this notice.

STAMP:



**KIMPTON SINGLE
 FAMILY RESIDENTIAL**
 CENTER ST., N. HOLDEN ST.
 MIDVALE, UT

DATA:

DATE: 06-15-18
 PROJECT NO: 1518
 DRAWN BY: HCL
 CHECKED BY: BAR

REVISIONS:

TITLE
**INTERIOR
 LOT TYPICAL**

SHEET

LT102

EXHIBIT I



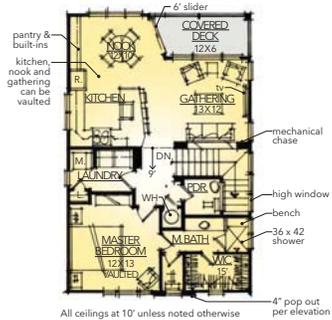
First Level Plan
1/8" 362 sf



Optional First Level Plan
1/8" W/ sleeping alcove and full bath. Adds 205 sf

Square Footage

First Level	362 sf
Second Level	950 sf
Total	1312 sf



Second Level Plan
1/8" 950 sf

FLOOR PLANS



12896 S. Pony Express Road, Suite 400
Draper, UT 84020

950 spruce street, louisville, colorado 80027

o 303.442.5882

f 303.442.5888

www.kgarch.com

May 15, 2015 © kga

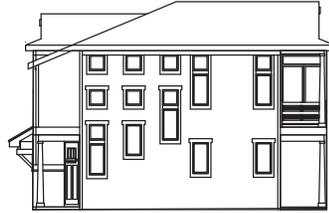


SIERRA PACIFIC UTAH MOUNTAIN





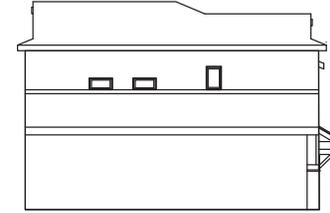
1312 Sierra Pacific-Front
 total area 496.0 SQ. FT.
 windows 60.7 SQ. FT.
 garage door 72.0 SQ. FT.
 front porch vertical 69.6 SQ. FT.
 enhanced elevation area 202.3 SQ.FT.
 percentage of total area 40.7%



1312 Sierra Pacific-Right
 total area 778.5 SQ. FT.
 windows 147.0 SQ. FT.
 front porch vertical 56.7 SQ. FT.
 rear porch vertical 58.0 SQ. FT.
 rear deck vertical 59.3 SQ. FT.
 enhanced elevation area 321 SQ.FT.
 percentage of total area 41.2%



1312 Sierra Pacific-Rear
 Shown as Standard Plan
 total area 513.7 SQ. FT.
 windows 183.0 SQ. FT.
 rear porch vertical 125.7 SQ. FT.
 rear deck vertical 128.5 SQ. FT.
 enhanced elevation area 437.2 SQ.FT.
 percentage of total area 85.1%



1312 Sierra Pacific-Left
 total area 781.7 SQ. FT.
 windows 14.8 SQ. FT.
 enhanced elevation area 14.8 SQ.FT.
 percentage of total area 1.9%



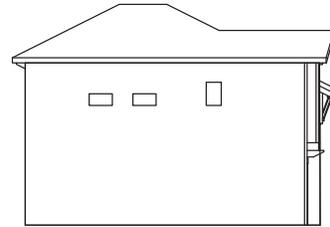
1312 Mountain Rustic
 total area 490.3 SQ. FT.
 windows 70.7 SQ. FT.
 garage door 72.0 SQ. FT.
 front porch vertical 70.0 SQ. FT.
 enhanced elevation area 212.7 SQ.FT.
 percentage of total area 43.4%



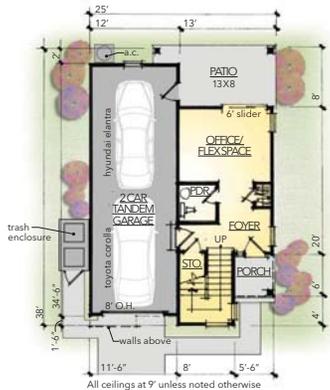
1312 Sierra Pacific-Right
 total area 801.1 SQ. FT.
 windows 147.0 SQ. FT.
 front porch vertical 57.6 SQ. FT.
 rear porch vertical 58.0 SQ. FT.
 rear deck vertical 61.9 SQ. FT.
 enhanced elevation area 324.5 SQ.FT.
 percentage of total area 40.5%



1312 Sierra Pacific-Rear
 Shown w/ Optional BR @ First Level
 total area 513.7 SQ. FT.
 windows 142.0 SQ. FT.
 rear porch vertical 125.7 SQ. FT.
 rear deck vertical 134.3 SQ. FT.
 enhanced elevation area 402.0 SQ.FT.
 percentage of total area 78.3%



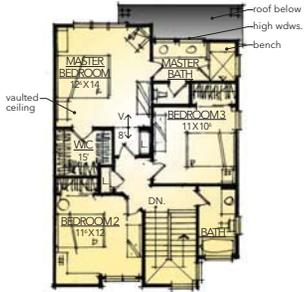
1312 Sierra Pacific-Left
 total area 801.5 SQ. FT.
 windows 14.8 SQ. FT.
 enhanced elevation area 14.8 SQ.FT.
 percentage of total area 1.8%



First Level Plan
1/8" 340 sf



Second Level Plan
1/8" 796 sf



Third Level Plan
1/8" 772 sf

Square Footage

First Level	340 sf
Second Level	796 sf
Third Level	772 sf
Total	1908 sf



**SIERRA PACIFIC
UTAH MOUNTAIN**



FLOOR PLANS



12896 S. Pony Express Road, Suite 400
Draper, UT 84020

950 spruce street, louisville, colorado 80027

o 303.442.5882

f 303.442.5888

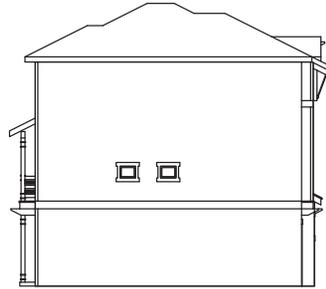
www.kgarch.com

May 15, 2015 © kga





1908 Mountain Rustic – Front
 total area 725.9 SQ. FT.
 windows 86.4 SQ. FT.
 garage door 72.0 SQ. FT.
 front porch vertical 45.9 SQ. FT.
 enhanced elevation area 204.3 SQ.FT.
 percentage of total area 28.1%



1908 Mountain Rustic – Left
 total area 1045.8 SQ. FT.
 windows 6.0 SQ. FT.
 enhanced elevation area 6.0 SQ.FT.
 percentage of total area 0.57%



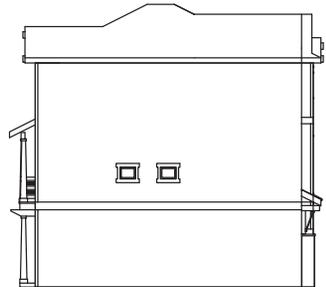
1908 Mountain Rustic – Rear
 total area 725.0 SQ. FT.
 windows/doors 221.5 SQ. FT.
 rear deck vertical 125.0 SQ. FT.
 rear porch vertical 123.5 SQ. FT.
 enhanced elevation area 470 SQ.FT.
 percentage of total area 64.8%



1908 Mountain Rustic – Right
 total area 1043.5 SQ. FT.
 windows/doors 111.0 SQ. FT.
 front porch vertical 80.8 SQ. FT.
 rear deck vertical 80.4 SQ. FT.
 rear porch vertical 76.0 SQ. FT.
 enhanced elevation area 348.2 SQ.FT.
 percentage of total area 33.4%



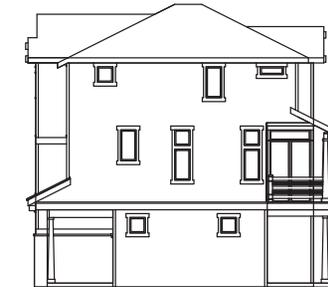
1908 Sierra Pacific – Front
 total area 734.8 SQ. FT.
 windows 106.8 SQ. FT.
 garage door 72.0 SQ. FT.
 front porch vertical 46.4 SQ. FT.
 enhanced elevation area 225.2 SQ.FT.
 percentage of total area 30.6%



1908 Sierra Pacific – Left
 total area 1045.2 SQ. FT.
 windows 6.0 SQ. FT.
 enhanced elevation area 6.0 SQ.FT.
 percentage of total area 0.57%



1908 Sierra Pacific – Rear
 total area 756.1 SQ. FT.
 windows/doors 221.5 SQ. FT.
 rear deck vertical 125.0 SQ. FT.
 rear porch vertical 123.5 SQ. FT.
 enhanced elevation area 470 SQ.FT.
 percentage of total area 62.2%

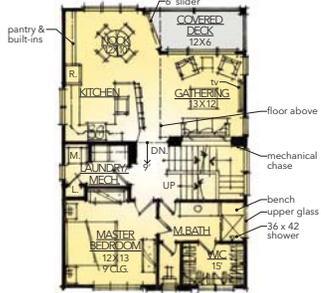


1908 Sierra Pacific – Right
 total area 1044.7 SQ. FT.
 windows/doors 111.0 SQ. FT.
 front porch vertical 80.8 SQ. FT.
 rear deck vertical 78.0 SQ. FT.
 rear porch vertical 76.0 SQ. FT.
 enhanced elevation area 345.8 SQ.FT.
 percentage of total area 33.1%

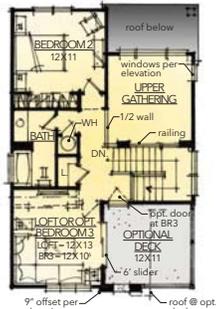


First Level Plan
1/8" 362 sf

Optional First Level Plan
1/8" W/ sleeping alcove and full bath. Adds 205 sf



Second Level Plan
1/8" 950 sf



Third Level Plan
1/8" 518 sf

Square Footage

First Level	362 sf
Second Level	950 sf
Third Level	518 sf
Total	1830 sf
Opt. First Level	567 sf
Opt. Total	2035 sf

FLOOR PLANS



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Draper, UT 84020



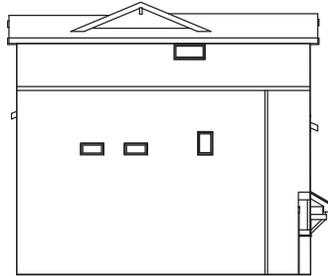
SIERRA PACIFIC UTAH MOUNTAIN



May 15, 2015 © kga



2035 Sierra Pacific
 total area 771.1 SQ. FT.
 windows 114.2 SQ. FT.
 garage door 72.0 SQ. FT.
 front porch vertical 63.3 SQ. FT.
 enhanced elevation area 249.5 SQ.FT.
 percentage of total area 32.4%



2035 Sierra Pacific-Left
 total area 1138.1 SQ. FT.
 windows 14.8 SQ. FT.
 enhanced elevation area 14.8 SQ.FT.
 percentage of total area 1.3%



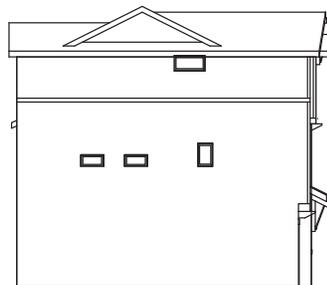
2035 Sierra Pacific-Rear
 Shown as Standard Plan
 total area 767.9 SQ. FT.
 windows 220.0 SQ. FT.
 rear porch vertical 125.7 SQ. FT.
 rear deck vertical 128.5 SQ. FT.
 enhanced elevation area 474.2 SQ.FT.
 percentage of total area 61.8%



2035 Sierra Pacific-Right
 total area 1137.3 SQ. FT.
 windows 167.0 SQ. FT.
 front porch vertical 56.7 SQ. FT.
 rear porch vertical 58.0 SQ. FT.
 rear deck vertical 59.3 SQ. FT.
 enhanced elevation area 341 SQ.FT.
 percentage of total area 30.0%



2035 Mountain Rustic
 total area 791.6 SQ. FT.
 windows 99.7 SQ. FT.
 garage door 72.0 SQ. FT.
 front porch vertical 67.5 SQ. FT.
 enhanced elevation area 239.2 SQ.FT.
 percentage of total area 30.2%



2035 Mountain Rustic-Left
 total area 1137.3 SQ. FT.
 windows 14.8 SQ. FT.
 enhanced elevation area 14.8 SQ.FT.
 percentage of total area 1.3%



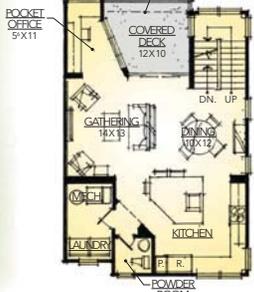
2035 Mountain Rustic-Rear
 Shown as Standard Plan
 total area 770.3 SQ. FT.
 windows 219.0 SQ. FT.
 rear porch vertical 125.7 SQ. FT.
 rear deck vertical 128.5 SQ. FT.
 enhanced elevation area 473.2 SQ.FT.
 percentage of total area 61.4%



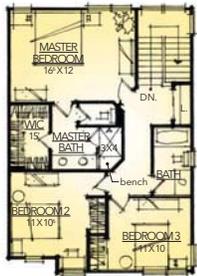
2035 Mountain Rustic-Right
 total area 1204.4 SQ. FT.
 windows 207.0 SQ. FT.
 front porch vertical 56.7 SQ. FT.
 rear porch vertical 58.0 SQ. FT.
 rear deck vertical 59.3 SQ. FT.
 enhanced elevation area 381 SQ.FT.
 percentage of total area 31.6%



First Level Plan
1/8" 428 sf



Second Level Plan
1/8" 796 sf



Third Level Plan
1/8" 884 sf

Square Footage

First Level	428 sf
Second Level	796 sf
Third Level	884 sf
Total	2108 sf



**SIERRA PACIFIC
UTAH MOUNTAIN**

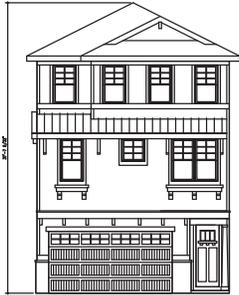


FLOOR PLANS

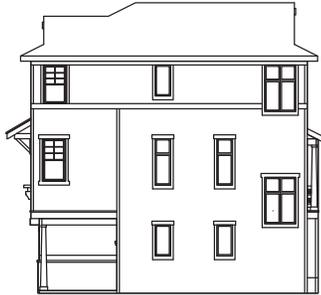


12896 S. Pony Express Road, Suite 400
Draper, UT 84020





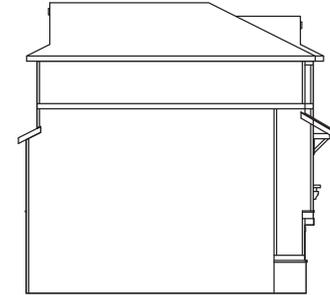
2108 Sierra Pacific – Front
 total area 748.9 SQ. FT.
 windows 118.2 SQ. FT.
 garage door 128.0 SQ. FT.
 front porch vertical 47.1 SQ. FT.
 enhanced elevation area 202.3 SQ.FT.
 percentage of total area 27.0%



2108 Sierra Pacific – Right
 total area 1094.7 SQ. FT.
 windows 127.5 SQ. FT.
 front porch vertical 94.5 SQ. FT.
 rear deck vertical 13.1 SQ. FT.
 enhanced elevation area 353 SQ.FT.
 percentage of total area 32.2%



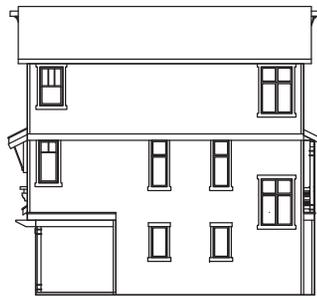
2108 Sierra Pacific – Rear
 total area 749.0 SQ. FT.
 windows 169.0 SQ. FT.
 rear deck vertical 109.2 SQ. FT.
 enhanced elevation area 278.2 SQ.FT.
 percentage of total area 37.1%



2108 Sierra Pacific – Left
 total area 1094.3 SQ. FT.
 enhanced elevation area 0 SQ.FT.
 percentage of total area 0.0%



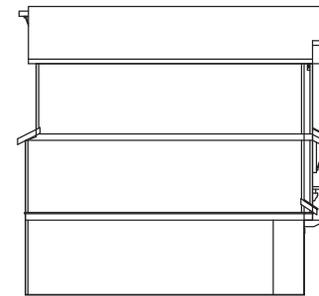
2108 Mountain Rustic – Front
 total area 837.4 SQ. FT.
 windows 99.2 SQ. FT.
 garage door 128.0 SQ. FT.
 front porch vertical 47.8 SQ. FT.
 enhanced elevation area 275 SQ.FT.
 percentage of total area 32.8%



2108 Mountain Rustic – Right
 total area 1088.9 SQ. FT.
 windows 116.7 SQ. FT.
 front porch vertical 96.9 SQ. FT.
 rear deck vertical 13.1 SQ. FT.
 enhanced elevation area 226.7 SQ.FT.
 percentage of total area 20.8%



2108 Mountain Rustic – Rear
 total area 837.4 SQ. FT.
 windows 177.0 SQ. FT.
 rear deck vertical 109.2 SQ. FT.
 enhanced elevation area 286.2 SQ.FT.
 percentage of total area 34.2%



2108 Mountain Rustic – Left
 total area 1088.7 SQ. FT.
 enhanced elevation area 0 SQ.FT.
 percentage of total area 0.0%

EXHIBIT J

KIMPTON SQUARE

FIELDSTONE HOMES

Prepared by: STELLA COLOR + DESIGN: 15MAY15

KIMPTON SQUARE: FIELDSTONE HOMES

Prepared by: STELLA COLOR + DESIGN: 15MAY15

	SCHEME1	SCHEME2	SCHEME3	SCHEME4	SCHEME5
ROOF	TAMKO THUNDERSTORM GREY	TAMKO THUNDERSTORM GREY	TAMKO THUNDERSTORM GREY	TAMKO NATURAL TIMBER	TAMKO NATURAL TIMBER
METAL ROOF	SHEFFIELD METALS DARK BRONZE	SHEFFIELD METALS DARK BRONZE	SHEFFIELD METALS DARK BRONZE	SHEFFIELD METALS DARK BRONZE	SHEFFIELD METALS DARK BRONZE
FASCIA+ SOFFIT	ALSIDE B5: GLACIER WHITE	ALSIDE V5: MONTEREY SANDS	ALSIDE B5: GLACIER WHITE	ALSIDE V5: MONTEREY SANDS	ALSIDE B5: GLACIER WHITE
BODY1	JAMES HARDIE NIGHT GRAY (SHERWIN WILLIAMS SW7075)	JAMES HARDIE MONTEREY TAUPE (SHERWIN WILLIAMS SW7045)	JAMES HARDIE LIGHT MIST (SHERWIN WILLIAMS SW7065)	JAMES HARDIE BOOTHBAY BLUE (SHERWIN WILLIAMS SW6235)	JAMES HARDIE MOUNTAIN SAGE (SHERWIN WILLIAMS SW2851)
TRIM	JAMES HARDIE ARCTIC WHITE (SHERWIN WILLIAMS SW7006)	JAMES HARDIE COBBLE STONE (SHERWIN WILLIAMS SW7547)	JAMES HARDIE ARCTIC WHITE (SHERWIN WILLIAMS SW7006)	JAMES HARDIE COBBLE STONE (SHERWIN WILLIAMS SW7547)	JAMES HARDIE ARCTIC WHITE (SHERWIN WILLIAMS SW7006)
BODY2	JAMES HARDIE GREY SLATE (SHERWIN WILLIAMS SW7067)	JAMES HARDIE AGED PEWTER (SHERWIN WILLIAMS SW7019)	JAMES HARDIE GREY SLATE (SHERWIN WILLIAMS SW7067)	JAMES HARDIE IRON GRAY (SHERWIN WILLIAMS SW7062)	JAMES HARDIE HEATHERED MOSS (SHERWIN WILLIAMS SW7727)
ACCENT	SHERWIN WILLIAMS SW6258: TRICORN BLACK	SHERWIN WILLIAMS SW6988: BOHEMIAN BLACK	SHERWIN WILLIAMS SW7062: ROCK BOTTOM	SHERWIN WILLIAMS SW6006: BLACK BEAN	SHERWIN WILLIAMS SW7020: BLACK FOX
STONE	DUTCH QUALITY STONE PRESTIGE WEATHER LEDGE	DUTCH QUALITY STONE SAGEWOOD WEATHER LEDGE	DUTCH QUALITY STONE PRESTIGE WEATHER LEDGE	DUTCH QUALITY STONE SIENNA WEATHER LEDGE	DUTCH QUALITY STONE SIENNA WEATHER LEDGE
WINDOWS	AMSCO WINDOWS WHITE	AMSCO WINDOWS TAUPE	AMSCO WINDOWS WHITE	AMSCO WINDOWS TAUPE	AMSCO WINDOWS WHITE
	SCHEME6	SCHEME7	SCHEME8	SCHEME9	
ROOF	TAMKO NATURAL TIMBER	TAMKO BLACK WALNUT	TAMKO BLACK WALNUT	TAMKO BLACK WALNUT	
METAL ROOF	SHEFFIELD METALS DARK BRONZE	SHEFFIELD METALS DARK BRONZE	SHEFFIELD METALS DARK BRONZE	SHEFFIELD METALS DARK BRONZE	
FASCIA+ SOFFIT	ALSIDE V5: MONTEREY SANDS	ALSIDE V5: MONTEREY SANDS	ALSIDE B5: GLACIER WHITE	ALSIDE V5: MONTEREY SANDS	
BODY1	JAMES HARDIE TIMBER BARK (SHERWIN WILLIAMS SW0038)	JAMES HARDIE COUNTRYLANE RED (SHERWIN WILLIAMS SW7594)	JAMES HARDIE KHAKI BROWN (SHERWIN WILLIAMS SW7508)	JAMES HARDIE AGED PEWTER (SHERWIN WILLIAMS SW7019)	
TRIM	JAMES HARDIE COBBLE STONE (SHERWIN WILLIAMS SW7547)	JAMES HARDIE COBBLE STONE (SHERWIN WILLIAMS SW7547)	JAMES HARDIE ARCTIC WHITE (SHERWIN WILLIAMS SW7006)	JAMES HARDIE COBBLE STONE (SHERWIN WILLIAMS SW7547)	
BODY2	JAMES HARDIE MONTEREY TAUPE (SHERWIN WILLIAMS SW7045)	JAMES HARDIE WOODSTOCK BROWN (SHERWIN WILLIAMS SW6151)	JAMES HARDIE AUTUMN TAN (SHERWIN WILLIAMS SW7539)	JAMES HARDIE RICH ESPRESSO (SHERWIN WILLIAMS SW7020)	
ACCENT	SHERWIN WILLIAMS SW6006: BLACK BEAN	SHERWIN WILLIAMS SW7069: IRON ORE	SHERWIN WILLIAMS SW6272: PLUM BROWN	SHERWIN WILLIAMS SW7580: CARNELIAN	
STONE	DUTCH QUALITY STONE SAGEWOOD WEATHER LEDGE	DUTCH QUALITY STONE SAGEWOOD WEATHER LEDGE	DUTCH QUALITY STONE SIENNA WEATHER LEDGE	DUTCH QUALITY STONE PRESTIGE WEATHER LEDGE	
WINDOWS	AMSCO WINDOWS TAUPE	AMSCO WINDOWS TAUPE	AMSCO WINDOWS WHITE	AMSCO WINDOWS TAUPE	

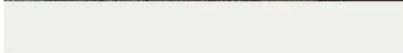
KIMPTON SQUARE: FIELDSTONE HOMES

Prepared by: STELLA COLOR + DESIGN: 15MAY15

SCHEME1
ROOF
TAMKO
THUNDERSTORM GRAY



FASCIA+ SOFFIT
ALSIDE
B5: GLACIER WHITE



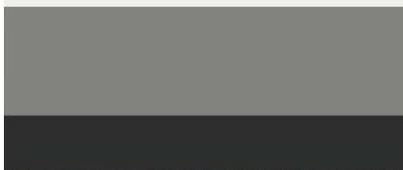
BODY1
JAMES HARDIE
NIGHT GRAY
(SHERWIN WILLIAMS SW7075)



TRIM
JAMES HARDIE
ARCTIC WHITE
(SHERWIN WILLIAMS SW7006)



BODY2
JAMES HARDIE
GREY SLATE
(SHERWIN WILLIAMS SW7067)



ACCENT
SHERWIN WILLIAMS
SW6258: TRICORN BLACK



STONE
DUTCH QUALITY STONE
PRESTIGE
WEATHERED LEDGE



METAL ROOF
SHEFFIELD
DARK BRONZE

KIMPTON SQUARE: FIELDSTONE HOMES

Prepared by: STELLA COLOR + DESIGN: 15MAY15

SCHEME2
ROOF
TAMKO
THUNDERSTORM GRAY



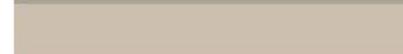
FASCIA+ SOFFIT
ALSIDE
V5: MONTEREY SANDS



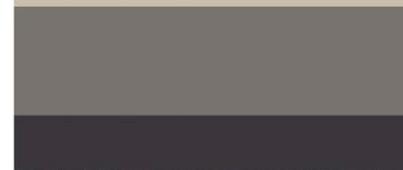
BODY1
JAMES HARDIE
MONTEREY TAUPE
(SHERWIN WILLIAMS SW7045)



TRIM
JAMES HARDIE
COBBLE STONE
(SHERWIN WILLIAMS SW7547)



BODY2
JAMES HARDIE
AGED PEWTER
(SHERWIN WILLIAMS SW7019)



ACCENT
SHERWIN WILLIAMS
SW6988: BOHEMIAN BLACK



STONE
DUTCH QUALITY STONE
SAGEWOOD
WEATHERED LEDGE



METAL ROOF
SHEFFIELD
DARK BRONZE

All imagery is 'representational' and intended for preliminary color/material review. All final color/material choices should be made from actual samples provided by product manufacturer.

All imagery is 'representational' and intended for preliminary color/material review. All final color/material choices should be made from actual samples provided by product manufacturer.

KIMPTON SQUARE: FIELDSTONE HOMES

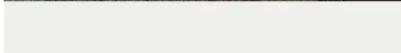
Prepared by: STELLA COLOR + DESIGN: 15MAY15

SCHEME3

ROOF
TAMKO
THUNDERSTORM GRAY



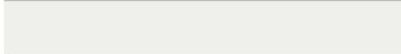
FASCIA+ SOFFIT
ALSIDE
B5: GLACIER WHITE



BODY1
JAMES HARDIE
LIGHT MIST
(SHERWIN WILLIAMS SW7065)



TRIM
JAMES HARDIE
ARCTIC WHITE
(SHERWIN WILLIAMS SW7006)



BODY2
JAMES HARDIE
GREY SLATE
(SHERWIN WILLIAMS SW7067)



ACCENT
SHERWIN WILLIAMS
SW7062: ROCK BOTTOM



STONE
DUTCH QUALITY STONE
PRESTIGE
WEATHERED LEDGE



METAL ROOF
SHEFFIELD
DARK BRONZE

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KIMPTON SQUARE: FIELDSTONE HOMES

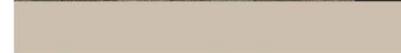
Prepared by: STELLA COLOR + DESIGN: 15MAY15

SCHEME4

ROOF
TAMKO
NATURAL TIMBER



FASCIA+ SOFFIT
ALSIDE
V5: MONTEREY SANDS



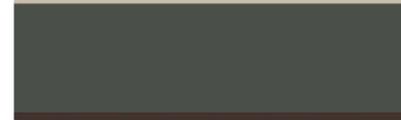
BODY1
JAMES HARDIE
BOOTHBAY BLUE
(SHERWIN WILLIAMS SW6235)



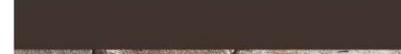
TRIM
JAMES HARDIE
COBBLE STONE
(SHERWIN WILLIAMS SW7547)



BODY2
JAMES HARDIE
IRON GRAY
(SHERWIN WILLIAMS SW7062)



ACCENT
SHERWIN WILLIAMS
SW6006: BLACK BEAN



STONE
DUTCH QUALITY STONE
SIENNA
WEATHERED LEDGE



METAL ROOF
SHEFFIELD
DARK BRONZE

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KIMPTON SQUARE: FIELDSTONE HOMES

Prepared by: STELLA COLOR + DESIGN: 15MAY15

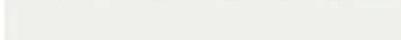
SCHEMES

ROOF
TAMKO
NATURAL TIMBER



METAL ROOF
SHEFFIELD
DARK BRONZE

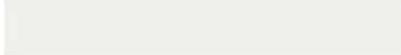
FASCIA + SOFFIT
ALSIDE
BS: GLACIER WHITE



BODY1
JAMES HARDIE
MOUNTAIN SAGE
(SHERWIN WILLIAMS SW2851)



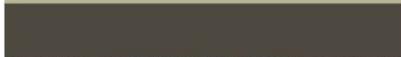
TRIM
JAMES HARDIE
ARCTIC WHITE
(SHERWIN WILLIAMS SW7006)



BODY2
JAMES HARDIE
HEATHERED MOSS
(SHERWIN WILLIAMS SW7727)



ACCENT
SHERWIN WILLIAMS
SW7020: BLACK FOX



STONE
DUTCH QUALITY STONE
SIENNA
WEATHERED LEDGE



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KIMPTON SQUARE: FIELDSTONE HOMES

Prepared by: STELLA COLOR + DESIGN: 15MAY15

SCHEMES

ROOF
TAMKO
NATURAL TIMBER



METAL ROOF
SHEFFIELD
DARK BRONZE

FASCIA + SOFFIT
ALSIDE
V5: MONTEREY SANDS



BODY1
JAMES HARDIE
TIMBER BARK
(SHERWIN WILLIAMS SW0038)



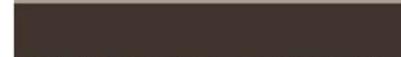
TRIM
JAMES HARDIE
COBBLE STONE
(SHERWIN WILLIAMS SW7547)



BODY2
JAMES HARDIE
MONTEREY TAUPE
(SHERWIN WILLIAMS SW7045)



ACCENT
SHERWIN WILLIAMS
SW6006: BLACK BEAN



STONE
DUTCH QUALITY STONE
SAGEWOOD
WEATHERED LEDGE



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KIMPTON SQUARE: FIELDSTONE HOMES

Prepared by: STELLA COLOR + DESIGN: 15MAY15

SCHEME7

ROOF
TAMKO
BLACK WALNUT



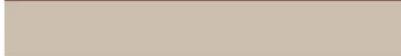
FASCIA+ SOFFIT
ALSIDE
VS: MONTEREY SANDS



BODY1
JAMES HARDIE
COUNTRYLANE RED
(SHERWIN WILLIAMS SW7594)



TRIM
JAMES HARDIE
COBBLE STONE
(SHERWIN WILLIAMS SW7547)



BODY2
JAMES HARDIE
WOODSTOCK BROWN
(SHERWIN WILLIAMS SW6151)



ACCENT
SHERWIN WILLIAMS
SW7069: IRON ORE



STONE
DUTCH QUALITY STONE
SAGEWOOD
WEATHERED LEDGE



METAL ROOF
SHEFFIELD
DARK BRONZE

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KIMPTON SQUARE: FIELDSTONE HOMES

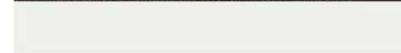
Prepared by: STELLA COLOR + DESIGN: 15MAY15

SCHEME8

ROOF
TAMKO
BLACK WALNUT



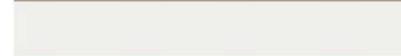
FASCIA+ SOFFIT
ALSIDE
B5: GLACIER WHITE



BODY1
JAMES HARDIE
KHAKI BROWN
(SHERWIN WILLIAMS SW7508)



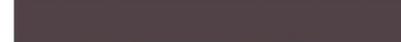
TRIM
JAMES HARDIE
ARCTIC WHITE
(SHERWIN WILLIAMS SW7006)



BODY2
JAMES HARDIE
AUTUMN TAN
(SHERWIN WILLIAMS SW7539)



ACCENT
SHERWIN WILLIAMS
SW6272: PLUM BROWN



STONE
DUTCH QUALITY STONE
SIENNA
WEATHERED LEDGE



METAL ROOF
SHEFFIELD
DARK BRONZE

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KIMPTON SQUARE: FIELDSTONE HOMES

Prepared by: STELLA COLOR + DESIGN: 15MAY15

SCHEME9

ROOF
TAMKO
BLACK WALNUT

FASCIA + SOFFIT
ALSIDE
VS. MONTEREY SANDS

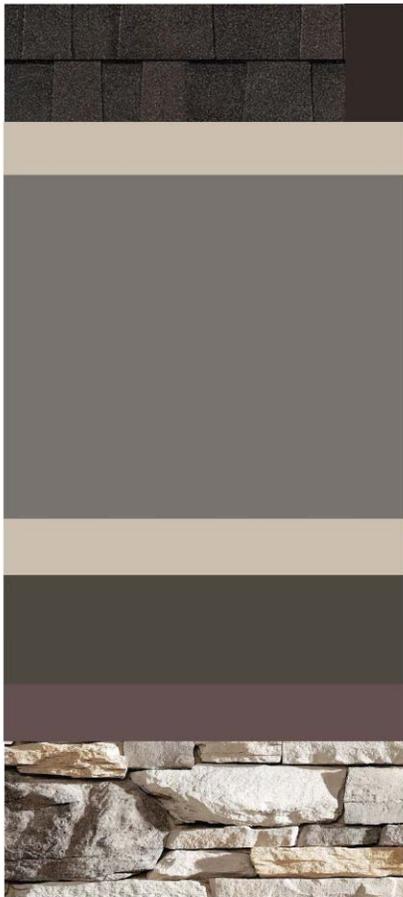
BODY1
JAMES HARDIE
AGED PEWTER
(SHERWIN WILLIAMS SW7019)

TRIM
JAMES HARDIE
COBBLE STONE
(SHERWIN WILLIAMS SW7547)

BODY2
JAMES HARDIE
RICH ESPRESSO
(SHERWIN WILLIAMS SW7020)

ACCENT
SHERWIN WILLIAMS
SW7580. CARNELIAN

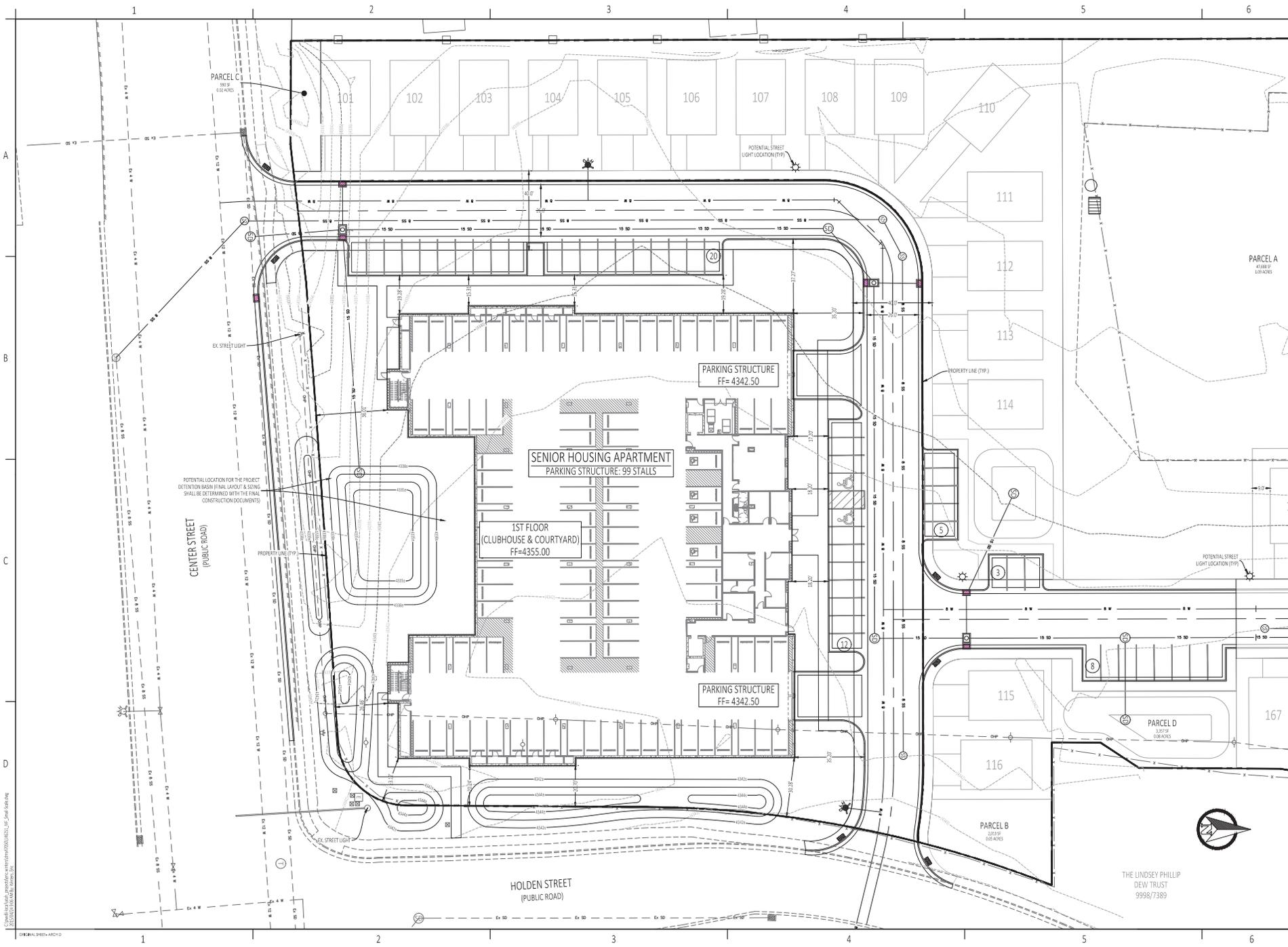
STONE
DUTCH QUALITY STONE
PRESTIGE
WEATHERED LEDGE



METAL ROOF
SHEFFIELD
DARK BRONZE

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EXHIBIT K



Michael Baker
INTERNATIONAL
 MICHAEL BAKER
 INTERNATIONAL
 6955 UNION PARK CENTER
 SUITE 370, MIDVALE UT, 84047
 (801)255-4400

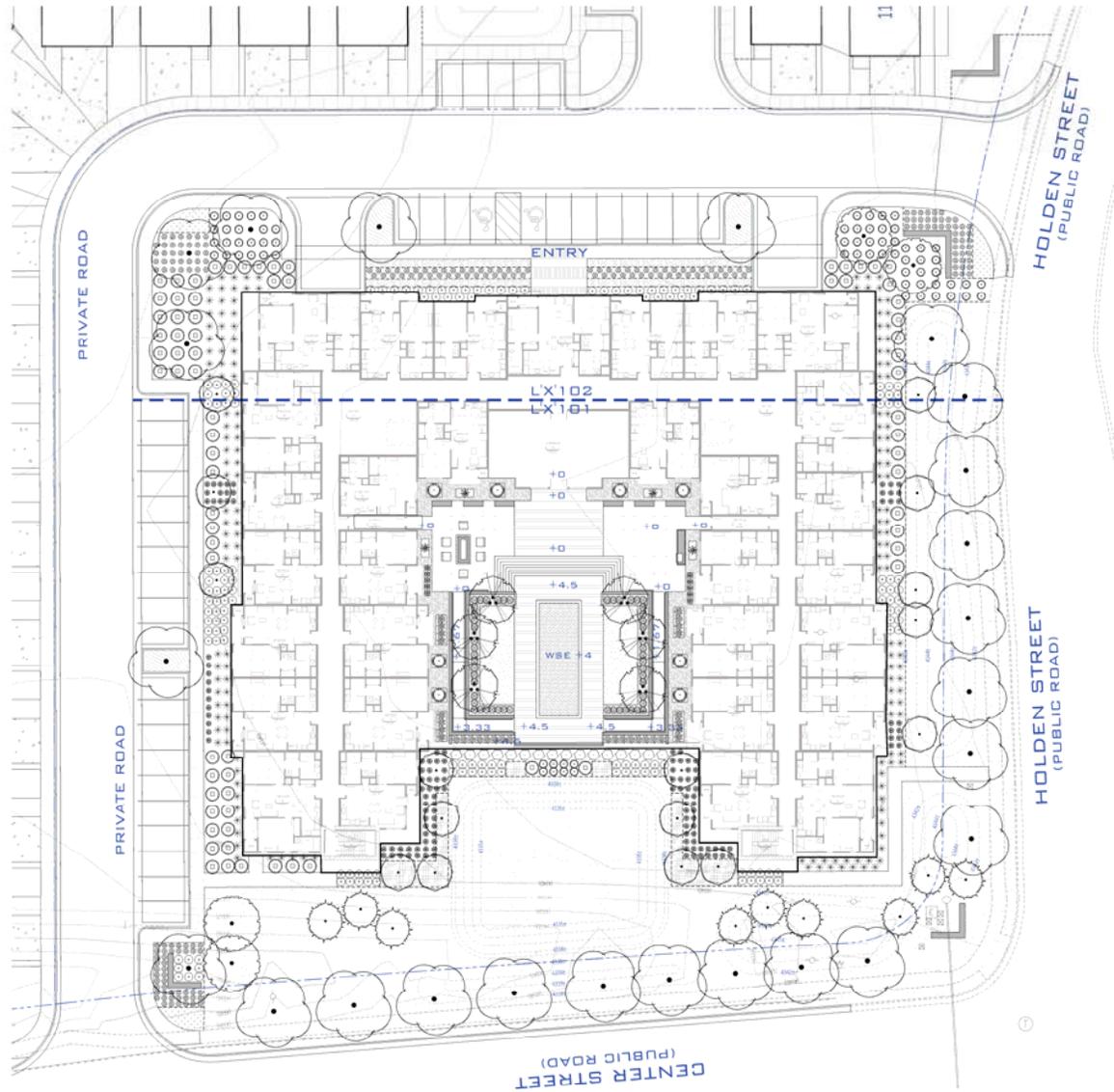


NO.	DATE	REVISIONS

WASATCH ADVANTAGE
 GROUP, LLC
 209 South Main Street, Suite 3400
 Salt Lake City, UT 84111

KIMPTON SQUARE APARTMENTS
 MIDVALE CITY, UTAH
 RESIDENTIAL MULTI-FAMILY - SMALL SCALE MASTER PLAN
 SITE UTILITY LAYOUT & SPOT ELEVATIONS

Project Number: 146251
 Date: 04-24-2015
 Scale: 0' = 1" (1" = 30')



LOFTSIXFOUR



LANDSCAPE ARCHITECTURE
ARCHITECTURAL SITE DESIGN
BRAD A. REED, A. SPRITE, JES
P. & D. R. L. SUTHERLAND, AIA
LOFTSIXFOUR.COM

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STAMP:



KIMPTON APARTMENTS

CENTER ST., N. HOLDEN ST.
MIDVALE, UT

DATA:

DATE: 05.19.15
PROJECT NO: 1517
DRAWN BY: H.E.J.
CHECKED BY: MAR

REVISIONS:

TITLE

OVERALL
LANDSCAPE
PLAN

SHEET

LP100

REFERENCE NOTES SCHEDULE ROOF TOP

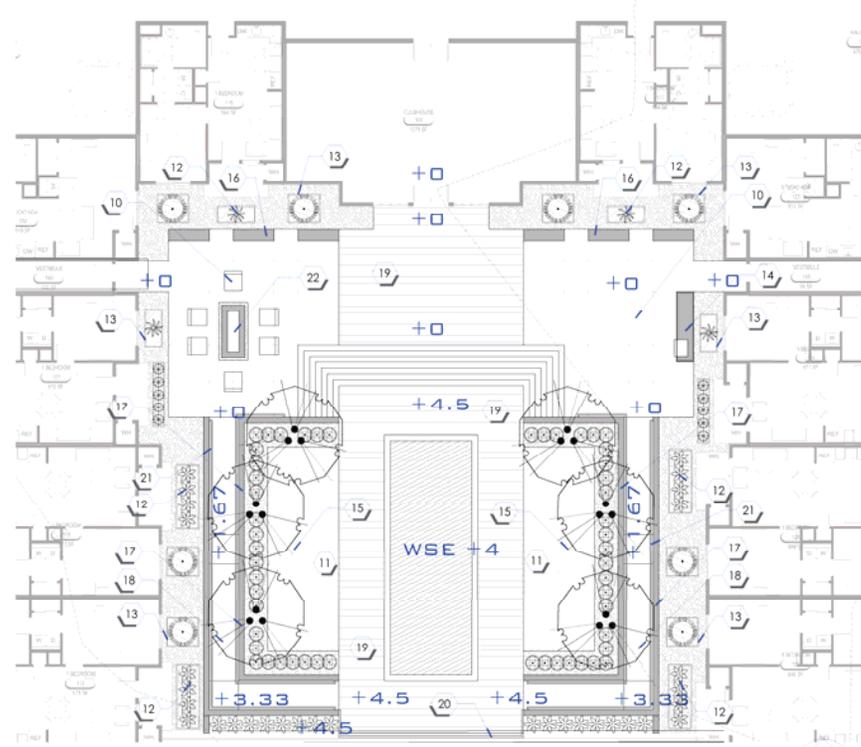
SYMBOL	DESCRIPTION	QTY	DETAIL
10	SITE FURNITURE - PER OWNER		
11	SYNTHETIC TURF LOUNGE AREA (TYP.)	1	10P302
12	PLANT BUFFER BETWEEN UNITS AND AMINITIES (TYP.)		
13	3" HIGH FREESTANDING PLANT CONTAINERS - SIZE PER PLAN (TYP.)	203	P302
14	OUTDOOR BBQ/COUNTER AREA	5	P302
15	CHAISE LONGUERS - PER OWNER		
16	18" X 18" WIDE HIGH-DRAKE GRAY POLISHED CONCRETE SEAT WALL - MATCH SITE WALLS (TYP.)	3	P302
17	SITE WALL (TYP.)		
18	ADA RAMP ON BOTH SIDES OF POOL DECK		
19	ENHANCED PAVING SURFACE (TYP.)		
20	GLASS RAILING 'OVERLOOK'		
21	HANDRAILS ALONG ADA RAMP - PER ARCHITECT PLANS		
22	FIRE PIT - PER OWNER	4	P302

GENERAL LANDSCAPE NOTES:

- ALL LANDSCAPING SHALL BE IN CONFORMANCE WITH LANDSCAPE REGULATIONS, 2004 EDITION, ORDINANCE NO. 3133, SERIES OF 2004, AND THE AAJN (AMERICAN ASSOCIATION OF NURSERMEN) SPECIFICATIONS FOR NUMBER ONE GRADE.
- ALL WORK SHALL CONFORM TO LOCAL CITY AND COUNTY CODES. CONTRACTOR SHALL VERIFY LOCATION OF ALL UNDERGROUND UTILITIES, LINES, AND STRUCTURES PRIOR TO EXCAVATION OR TRENCHING. DAMAGE TO THESE UTILITIES SHALL BE REPAIRED BY THE CONTRACTOR AT NO COST TO THE OWNER OR LANDSCAPE ARCHITECT.
- CONTRACTOR SHALL BE RESPONSIBLE FOR MAKING HIMSELF FAMILIAR WITH ALL UNDERGROUND UTILITIES, PIPES AND STRUCTURES. CONTRACTOR SHALL TAKE SOLE RESPONSIBILITY FOR ANY COSTS INCURRED DUE TO DAMAGE OF SAID UTILITIES.
- CONTRACTOR SHALL NOT WILLFULLY PROCEED WITH CONSTRUCTION AS DESIGNED WHEN IT IS OBVIOUS THAT UNKOWN OBSTRUCTIONS AND/OR GRADE DIFFERENCES EXIST THAT MAY NOT HAVE BEEN KNOWN DURING DESIGN. SUCH CONDITIONS SHALL BE IMMEDIATELY BROUGHT TO THE ATTENTION OF THE LANDSCAPE ARCHITECT. THE CONTRACTOR SHALL ASSUME FULL RESPONSIBILITY FOR ALL NECESSARY REVISIONS DUE TO FAILURE TO GIVE SUCH NOTIFICATION.
- CONTRACTOR SHALL BE RESPONSIBLE FOR ANY COORDINATION WITH SUBCONTRACTORS AS REQUIRED TO ACCOMPLISH THE LANDSCAPE CONSTRUCTION FOR THIS PROJECT. PLANT QUANTITIES TO BE BASED ON CONTRACTOR'S ESTIMATE ACCORDING TO PLANS. SUBJECT TO APPROVAL BY LANDSCAPE ARCHITECT. GRAPHIC SYMBOLS PRESEDE OVER WRITTEN PLANT QUANTITIES.
- ALL TURF AREAS TO BE SPRAY IRRIGATED. ALL SHRUB BEDS TO BE DRIP IRRIGATED. ALL PERENNIAL AREAS TO BE IRRIGATED WITH 1/2" POP-UP SPRAY HEADS. TREES AND SHRUBS MUST BE IRRIGATED BY A SEPARATE ZONE THAN SOCGRASS. THIS SYSTEM IS AN UNDERGROUND AUTOMATIC IRRIGATION SYSTEM.
- ALL TREE AND SHRUB LOCATIONS SHALL BE STAKED BY THE CONTRACTOR AND APPROVED BY THE LANDSCAPE ARCHITECT.
- PLANT SUBSTITUTIONS WILL NOT BE PERMITTED WITHOUT APPROVAL BY LANDSCAPE ARCHITECT AND DEVELOPER.
- ALL PLANTER BEDS TO BE BLACK COMPOST MULCH TO DEPTH OF 4" PER MIDVALE CITY AND SILVER REINERY OVERLAY CODE.
- ALL RATES OF GROUND COVERS AND PERENNIALS SHALL BE PLANTED ON A TRIANGLE FORWARD TO ALLOW FOR MAXIMUM GROWTH PATTERN - NOTE O.C. PLANTINGS.
- SOD TO BE 100% FROM SINGLE GROWER. USE 'BLUE RIBBON SEED BLEND' FROM GRANITE SEED. 'DROUGHT TOLERANT SOD / SEED' FROM CHANDLER FARMS. 'BIOLUXE SOD / SEED' FROM BIOGRASS SOD FARMS OR APPROVED EQUAL.
- SOIL PREPARATION FOR ALL NON-HARDSCAPE AREAS SHALL INCLUDE TOPSOIL AND/OR ORGANIC MATTER (COMPOST OR AGED GROUND MANURE) AND SHALL BE ADDED AT A RATE OF 5 CUBIC YARDS PER 1,000 SQUARE FEET AND FILLED 12" DEPTH INTO SOIL. PRIOR TO INSTALLATION OF PLANT MATERIALS. ALL AREAS SHALL BE THOROUGHLY LOOSENEED.
- PLANTS SHALL BE INSTALLED IMMEDIATELY UPON DELIVERY TO SITE. IF THIS IS NOT POSSIBLE, PLANTS SHALL BE HELED IN AND WATERED TO PREVENT DEHYDRATION.
- PLANTING PITS SHALL BE EXCAVATED TO A MINIMUM OF TWICE THE WIDTH OF THE ROOTBALL. DO NOT DISTURB SOIL AT THE BOTTOM OF PIT BUT SCARRY SIDES TO PREVENT GLAZING.
- AFTER PLANT INSTALLATION, ALL PLANT MATERIAL SHALL BE PLACED WITH THEIR ROOT COLLARS SLIGHTLY HIGHER THAN FINISH GRADE. (3" HIGH-ER FOR TREES)
- LANDSCAPE CONTRACTOR SHALL GUARANTEE ALL PLANT MATERIAL FOR ONE YEAR FROM DATE OF FINAL INSPECTION.
- ALL LANDSCAPE SHOWN ON THESE PLANS SHALL BE MAINTAINED IN A NEAT AND ADEQUATE MANNER. REQUIRED MAINTENANCE ACTIVITIES SHALL INCLUDE, BUT BE NOT LIMITED TO, MOWING OF LAWN, TRIMMING OF HEDGES, ADEQUATE IRRIGATION, REPLACEMENT OF DEAD, DISEASED, OR UNSIGHTLY LANDSCAPING, REMOVAL OF WEEDS FROM PLANTING AREAS, AND APPROPRIATE PRUNING OF PLANT MATERIALS.
- SEE SHEET 1501 FOR PLANTING AND SITE DETAILS.
- SEE CIVIL AND ARCHITECTURAL DRAWINGS FOR ALL STRUCTURES, HARDSCAPE, GRADING, AND DRAINAGE INFO.

PLANT SCHEDULE ROOF TOP

TREES	BOTANICAL NAME / COMMON NAME	COHT	QTY	
	BETULA NIGRA 'HERITAGE' / CLUMP / HERITAGE RIVER BIRCH	12'-15'	4	
	PICEA GLAUCA PENQUILA / WEEPING WHITE SPRUCE	4' MIN	8	
SHRUBS	BOTANICAL NAME / COMMON NAME	SIZE	QTY	
	BERBERIS THUNBERG 'ORANGE ROCKET' / ORANGE ROCKET BARBERRY	3 GAL	10	
	BUXUS MICROPHYLLA JAPONICA 'WINTER GEM' / WINTER GEM BOXWOOD	3 GAL	32	
	PHORBITIS ORIBITALIS 'KARLE ROSE' / KARLE ROSE FOAM FAN GRASS	1 GAL	30	
	YUCCA FILAMENTOSA 'BRIGHT EDGE' / BRIGHT EDGE YUCCA	3 GAL	4	
GROUND COVERS	BOTANICAL NAME / COMMON NAME	CONT	SPACING	QTY
	DELOSPERMA COOPERI / PURPLE ICE PLANT	FLAT	12" o.c.	72
	DELOSPERMA NUBIGUNUM 'YELLOW' / YELLOW ICE PLANT	FLAT	12" o.c.	164
	SEDUM SPURMUM 'TULDAGLUT' / STONECROP	FLAT	12" o.c.	200
	SYNTHETIC TURF	FLAT	12" o.c.	888
MULCH	BOTANICAL NAME / COMMON NAME	COHT	SPACING	QTY
	AMERICAN PEBBLE 2-3" SIZE	MULCH		1,565 SF



LOFTSIXFOUR
 ARCHITECTURE
 ARCHITECTURAL STUDIO
 1000 N. HOLDEN ST., SUITE 101
 MIDVALE, CO 80645
 P: 303.441.4444
 LOFTSIXFOUR.COM

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STAMP:

KIMPTON APARTMENTS
 CENTER ST. N. HOLDEN ST.
 MIDVALE, UT

DATA:
 DATE: 05.19.15
 PROJECT NO: 1517
 DRAWN BY: HGL
 CHECKED BY: BAR

REVISIONS:

TITLE
 COURTYARD
 LANDSCAPE
 PLAN

SHEET

LC101

PLANT SCHEDULE STREET LEVEL

TREE	BOTANICAL NAME / COMMON NAME	CONT	GAL	QTY	
	MALUS FLORIBUNDA 'PRAIRIFIRE' / PRAIRIE FIRE CRABAPPLE	2" CAL	23" CAL	4	
	FRAXINUS PYRAMIDALIS 'VANDERWOLFF'S PYRAMID' / VANDERWOLFF'S PYRAMID LAMBER PINE SEE PLAN FOR SPECIFIC SIZE	6" MIN.		9	
	ZELKOYA SERRATA 'GREEN VASE' / SAWLEAF ZELKOYA	2" CAL		24	
	ZELKOYA SERRATA 'MUSASHIMO' / SAWLEAF ZELKOYA	2" CAL		18	
SHRUBS	BOTANICAL NAME / COMMON NAME	SIZE	FIELD	QTY	
	BERBERIS THUNBERGII 'ORANGE ROCKET' / ORANGE ROCKET BARBERRY	5 GAL		130	
	CALAMAGROSTIS ACUTILOLA 'KARL FOERSTER' / KARL FOERSTER GRASS	1 GAL		157	
	COTONEASTER LUCIDUS / PERING COTONEASTER	5 GAL		16	
	HEMEROCALLIS HYBRID 'STELLA DE ORO' / STELLA DE ORO DAYLILY	1 GAL		194	
	MISCANTHUS PURPURASCENS 'HERKULES' / HERKULES MAIDEN GRASS	5 GAL		70	
	FENISTETUM ALOPECUROIDES 'HAEMEL' / HAEMEL DWARF FOUNTAIN GRASS	1 GAL		152	
	RHUS AROMATICA 'GRO-LOW' / GRO-LOW FRAGRANT SUMAC	5 GAL		83	
GROUND COVERS	BOTANICAL NAME / COMMON NAME	CONT	FIELD	SPACING	QTY
	ASSORTED ANNUALS / ASSORTED ANNUALS	1 GAL	12" o.c.		352
	SEDUM RUPESTRE 'ANGELINA' / YELLOW STONECROP	FLAT		24" o.c.	189

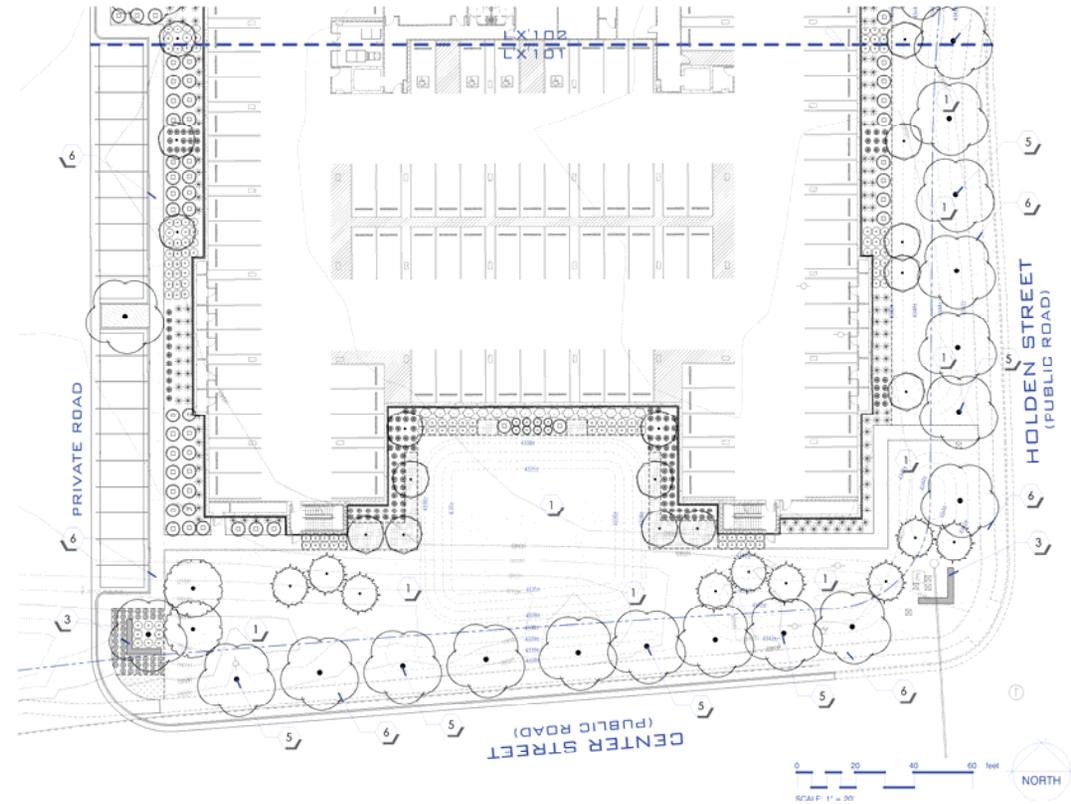
	SEDUM SPURium 'TULDAGLUT' / STONECROP	FLAT	12" o.c.	456	
MULCH	BOTANICAL NAME / COMMON NAME	CONT	FIELD	SPACING	QTY
	MEXICAN PEBBLE 3-4" SIZE				703 SF
SOVERSO	BOTANICAL NAME / COMMON NAME	CONT	FIELD	SPACING	QTY
	TURF GRASS / TURF GRASS	100			21,661 SF

REFERENCE NOTES SCHEDULE STREET LEVEL

SYMBOL	DESCRIPTION	QTY	DETAIL
1	AREA FOR TURF (TYP.)		
2	COBBLE BANDING (TYP.)		7/1/201
3	MONUMENT SIGN LOCATION - PER PLAN		
4	PARKING ENTRY (TYP.)		
5	STREET TREES - PER MIDVALE CITY CODE		2/1/201
6	CONCRETE WALK AND SCORE - PER PLAN		
7	SEASONAL ANNUALS		
8	CHARCOAL GRAY SANDSCAPE FINISH BANDS		

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- SOIL TO BE 100% FROM SINGLE GROWER. USE "BLUE RIBBON SEED BLEND" FROM GRANITE SEED. THROUGH TOLERANT SOIL / SEED FROM CHARONAS FARM, "BOBBLE SOIL / SEED" FROM MILWAUKEE SOIL FARM, OR APPROVED EQUAL.
- SOIL PREPARATION FOR ALL NON-HARDSCAPE AREAS SHALL INCLUDE TOPSOIL AND/OR ORGANIC MATTER (COMPOST OR AGED GROUND MANURE) AND SHALL BE ADDED AT A RATE OF 3 CUBIC YARDS PER 1,000 SQUARE FEET AND TILLED 12" DEPTH INTO SOIL. PRIOR TO INSTALLATION OF PLANT MATERIALS. ALL AREAS SHALL BE THOROUGHLY LOOSENEED.
- PLANTS SHALL BE INSTALLED IMMEDIATELY UPON DELIVERY TO SITE. IF THIS IS NOT POSSIBLE, PLANTS SHALL BE HELED IN AND WATERED TO PREVENT DEHYDRATION.
- PLANTING PITS SHALL BE EXCAVATED TO A MINIMUM OF TWICE THE WIDTH OF THE ROOTBALL. DO NOT DISTURB SOIL AT THE BOTTOM OF PIT BUT SCARP SIDES TO PREVENT GLAZING.
- AFTER PLANT INSTALLATION, ALL PLANT MATERIALS SHALL BE PLACED WITH THEIR ROOT COLLARS SLIGHTLY HIGHER THAN FINISH GRADE, 1" HIGHER FOR TREES.
- LANDSCAPE CONTRACTOR SHALL GUARANTEE ALL PLANT MATERIAL FOR ONE YEAR FROM DATE OF FINAL INSPECTION.
- ALL LANDSCAPE SHOWN ON THESE PLANS SHALL BE MAINTAINED IN A NEAT AND ADEQUATE MANNER. REQUIRED MAINTENANCE ACTIVITIES SHALL INCLUDE, BUT BE NOT LIMITED TO, MOWING OF LAWNS, TRIMMING OF HEDGES, ADEQUATE IRRIGATION, REPLACEMENT OF DEAD, DISEASED, OR UNHEALTHY LANDSCAPING, REMOVAL OF WEEDS FROM PLANTED AREAS, AND APPROPRIATE PRUNING OF PLANT MATERIALS.
- SEE SHEET LP101 FOR PLANTING AND SITE DETAILS.
- SEE CIVIL AND ARCHITECTURAL DRAWINGS FOR ALL STRUCTURES, HARDSCAPE, GRADING, AND DRAINAGE INFO.



LOFTSIXFOUR
 ARCHITECTURE
 ARCHITECTURAL STUDIO
 1000 N. HOLDEN ST., SUITE 101
 MIDVALE, UT 84045
 P: 801.467.4444
 LOFTSIXFOUR.COM

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STAMP:

KIMPTON APARTMENTS
 CENTER ST., N. HOLDEN ST.
 MIDVALE, UT

DATA:
 DATE: 05.19.15
 PROJECT NO: 1517
 DRAWN BY: NGA
 CHECKED BY: BAR

REVISIONS:

TITLE
 STREET LEVEL LANDSCAPE PLAN SHEET

LP101

REFERENCE NOTES SCHEDULE STREET LEVEL

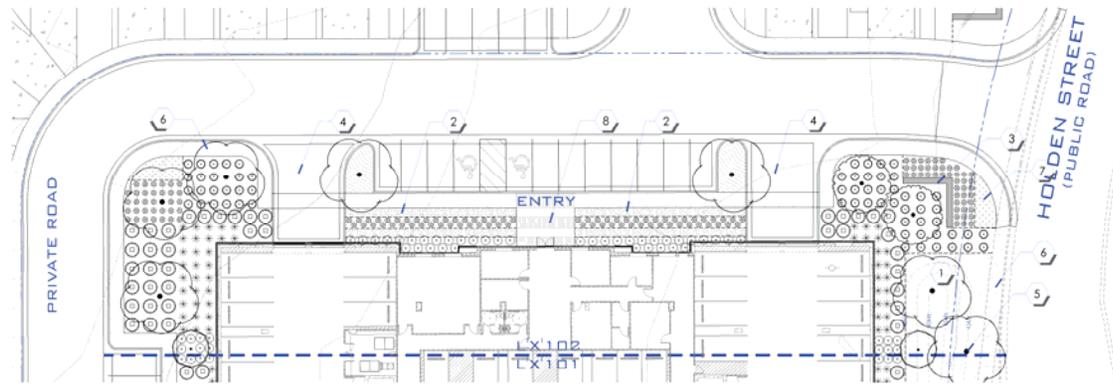
SYMBOL	DESCRIPTION	QTY	DETAIL
1	AREA FOR TYP		
2	COBBLE BANDING (TYP.)	7/1/50'	
3	MONUMENT SIGN LOCATION - PER PLAN		
4	PARKING ENTRY (TYP.)		
5	STREET TREES - PER MIDVALE CITY CODE	2/1/50'	
6	CONCRETE WALK AND SCORE - PER PLAN		
7	SEASONAL ANNUALS		
8	CHARCOAL GRAY SANDSCAPE FINISH BANDS		

GENERAL LANDSCAPE NOTES:

- ALL LANDSCAPING SHALL BE IN CONFORMANCE WITH LANDSCAPE REGULATIONS, 2004 EDITION, ORDINANCE NO. 3333 SERIES OF 2004, AND THE ANA (AMERICAN ASSOCIATION OF NURSERYMEN) SPECIFICATIONS FOR NUMBER ONE GRADE.
- ALL WORK SHALL CONFORM TO LOCAL CITY AND COUNTY CODES. CONTRACTOR SHALL VERIFY LOCATION OF ALL UNDERGROUND UTILITIES, LINES, AND STRUCTURES PRIOR TO EXCAVATION OR TRENCHING. DAMAGE TO THESE UTILITIES SHALL BE REPAIRED BY THE CONTRACTOR AT HIS COST TO THE OWNER OR LANDSCAPE ARCHITECT.
- CONTRACTOR SHALL BE RESPONSIBLE FOR MAKING HIMSELF FAMILIAR WITH ALL UNDERGROUND UTILITIES, PIPES AND STRUCTURES. CONTRACTOR SHALL TAKE SOLE RESPONSIBILITY FOR ANY COSTS INCURRED DUE TO DAMAGE OF SAID UTILITIES.
- CONTRACTOR SHALL NOT WILLFULLY PROCEED WITH CONSTRUCTION AS DESIGNED WHEN IT IS OBVIOUS THAT UNKNOWN OBSTRUCTIONS AND/OR GRADE DIFFERENCES EXIST THAT MAY NOT HAVE BEEN KNOWN DURING DESIGN. SUCH CONDITIONS SHALL BE IMMEDIATELY BROUGHT TO THE ATTENTION OF THE LANDSCAPE ARCHITECT. THE CONTRACTOR SHALL ASSUME FULL RESPONSIBILITY FOR ALL NECESSARY REVISIONS DUE TO FAILURE TO GIVE SUCH NOTIFICATION.
- CONTRACTOR SHALL BE RESPONSIBLE FOR ANY COORDINATION WITH SUBCONTRACTORS AS REQUIRED TO ACCOMPLISH THE LANDSCAPE CONSTRUCTION FOR THIS PROJECT. PLANT QUANTITIES TO BE BASED ON CONTRACTORS ESTIMATE ACCORDING TO PLANS. SUBJECT TO APPROVAL BY LANDSCAPE ARCHITECT. GRAPHIC SYMBOLS PRECED COVER WRITTEN PLANT QUANTITIES.
- ALL TURF AREAS TO BE SPRAY IRRIGATED. ALL SHRUB BEDS TO BE DRIP IRRIGATED. ALL PERENNIAL AREAS TO BE IRRIGATED WITH 12" POP UP SPRAY HEADS. TREES AND SHRUBS MUST BE IRRIGATED BY A SEPARATE ZONE THAN SOO/GRASS. THIS SYSTEM IS AN UNDERGROUND AUTOMATIC IRRIGATION SYSTEM.
- ALL TREE AND SHRUB LOCATIONS SHALL BE STAKED BY THE CONTRACTOR AND APPROVED BY THE LANDSCAPE ARCHITECT.
- PLANT SUBSTITUTIONS WILL NOT BE PERMITTED WITHOUT APPROVAL BY LANDSCAPE ARCHITECT AND DEVELOPER.
- ALL PLANTER BEDS TO BE BLACK COMPOST MULCH TO DEPTH OF 4" PER MIDVALE CITY AND THE SILVER REFINERY OVERLAY CODE.
- ALL FLATS OF GROUND COVERS AND PERENNIALS SHALL BE PLANTED ON A BRANDE FORMATION TO ALLOW FOR MAXIMUM GROWTH PATTERN. NOTE O.C. PLANTINGS.
- SOO TO BE 100% FROM SINGLE GROWER. USE "BLUE RIBBON SEED BLEND" FROM GRANITE SEED, "THROUGH IT" TOLERANT SOO / SEED FROM CHANG-LANG FARMS, "INDIGLE SOO / SEED" FROM MODGRASS SOO FARMS OR APPROVED SOO/L.
- SOIL PREPARATION FOR ALL NON-HARDSCAPE AREAS SHALL INCLUDE TOPSOIL AND/OR ORGANIC MATTER (COMPOST OR AGED GROUND MANURE) AND SHALL BE ADDED AT A RATE OF 3 CUBIC YARDS PER 1,000 SQUARE FEET AND FILLED 12" DEPTH INTO SOIL. PRIOR TO INSTALLATION OF PLANT MATERIALS. ALL AREAS SHALL BE THOROUGHLY LOOSEBEN.
- PLANTS SHALL BE INSTALLED IMMEDIATELY UPON DELIVERY TO SITE. IF THIS IS NOT POSSIBLE, PLANTS SHALL BE HELED IN AND WATERED TO PREVENT DRYROT.
- PLANTING PITS SHALL BE EXCAVATED TO A MINIMUM OF TWICE THE WIDTH OF THE ROOTBALL. DO NOT DISTURB SOIL AT THE BOTTOM OF PIT BUT SCARY SIDES TO PREVENT GLAZING.
- AFTER PLANT INSTALLATION, ALL PLANT MATERIAL SHALL BE PLACED WITH THEIR ROOT COLLARS SLIGHTLY HIGHER THAN FINISH GRADE. (3" HIGHER FOR TREES)
- LANDSCAPE CONTRACTOR SHALL GUARANTEE ALL PLANT MATERIAL FOR ONE YEAR FROM DATE OF FINAL INSPECTION.
- ALL LANDSCAPE SHOWN ON THESE PLANS SHALL BE MAINTAINED IN A NEAT AND ADEQUATE MANNER. REQUIRED MAINTENANCE ACTIVITIES SHALL INCLUDE, BUT BE NOT LIMITED TO, MOWING OF LAWNS, TRIMMING OF HEDGES, ADEQUATE IRRIGATION, REPLACEMENT OF DEAD, DISEASED, OR UNSIGHTLY LANDSCAPING, REMOVAL OF WEEDS FROM PLANTING AREAS, AND APPROPRIATE PRUNING OF PLANT MATERIALS.
- SEE SHEET 1501 FOR PLANTING AND SITE DETAILS.
- SEE CIVIL AND ARCHITECTURAL DRAWINGS FOR ALL STRUCTURES, HARDSCAPE, GRADING, AND DRAINAGE INFO.

PLANT SCHEDULE STREET LEVEL

TREES	BOTANICAL NAME / COMMON NAME	CONT	CAL	QTY	
	MALUS FLORIBUNDA 'PRAIRIFIRE' / PRAIRIE FIRE CRABAPPLE	3" CAL	2.5' CAL	4	
	FRAXUS FLEXILIS 'VANDERWOLF'S PYRAMID' / VANDERWOLF'S PYRAMID LAMBER PINE SEE PLAN FOR SPECIFIC SIZE	4" MIN		9	
	ZELKOYA SERRATA 'GREEN VASE' / SAILLEAF ZELKOYA	2" CAL		24	
	ZELKOYA SERRATA 'MUSASHINDO' / SAILLEAF ZELKOYA	2" CAL		16	
SHRUBS	BOTANICAL NAME / COMMON NAME	SIZE	HELDZ	QTY	
	BERBERIS THUNBERGII 'ORANGE ROCKET' / ORANGE ROCKET BARBERY	5 GAL		132	
	CALLAMAGROSIS ACUTIFLORA 'KARL FORSTER' / KARL FORSTER GRASS	1 GAL		157	
	COTONEASTER LUCIDUS / PEKING COTONEASTER	5 GAL		16	
	HEMEROCALLIS HYBRID 'STELLA DE ORO' / STELLA DE ORO DAYLILY	1 GAL		194	
	MISCANTHUS PURPURASCENS 'HERKULES' / HERKULES MAIDEN GRASS	5 GAL		70	
	PENNSETUM ALOPECUROIDES 'HAMELEN' / HAMELEN DWARF FOUNTAIN GRASS	1 GAL		132	
	RHUS ARCHAMERICA 'GRO-LOW' / GRO-LOW FRAGRANT SUMAC	5 GAL		83	
GROUND COVERS	BOTANICAL NAME / COMMON NAME	CONT	HELDZ	SPACING	QTY
	ASSORTED ANNUALS / ASSORTED ANNUALS	1 GAL	12" o.c.		352
	SEDUM RUPESTRE 'ANGELINA' / YELLOW STONECROP	FLAT	24" o.c.		189
	SEDUM SPURMUM 'FULDAGUT' / STONECROP	FLAT	12" o.c.		456
MULCH	BOTANICAL NAME / COMMON NAME	CONT	HELDZ	SPACING	QTY
	MEXICAN PEBBLE 3-4" SIZE	ROCK MULCH			703 SF
SOO/SEED	BOTANICAL NAME / COMMON NAME	CONT	HELDZ	SPACING	QTY
	TURF GRASS / TURF GRASS	SOO			21,661 SF



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DATA:
 DATE: 05.19.15
 PROJECT NO: 1517
 DRAWN BY: H.E.J.
 CHECKED BY: BAR

REVISIONS:

TITLE
 STREET
 LEVEL
 LANDSCAPE
 PLAN
 SHEET

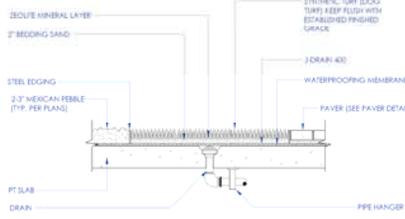
LP102

These drawings are available for limited review and evaluation by clients, consultants, contractors, government agencies, vendors, and other personnel only, in accordance with this notice.



THIS DETAIL IS FOR DESIGN INTENT ONLY. CONTRACTOR TO PROVIDE ALL NECESSARY ENGINEERING AND STRUCTURAL CALCULATIONS.

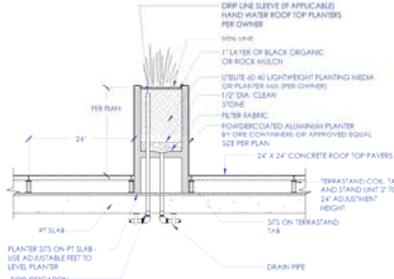
SPECIAL NOTE:
 1. APPLY THE FOLLOWING RATIO TO THE SAND TO INSURE 1LB OF SLOPE FOR EVERY 2LBS OF SAND.
 2. APPLY SLOPE ON TOP OF BEDDING SAND.



1 SYNTHETIC TURF ON PT SLAB
 3/4" x 1'-0"

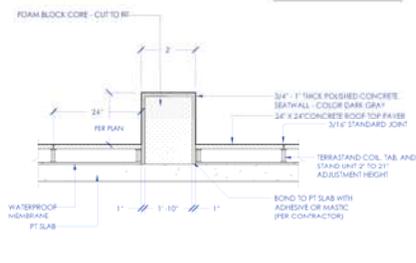
PROJ-0-01

NOTE:
 1. THIS DETAIL IS FOR DESIGN INTENT ONLY. CONTRACTOR TO PROVIDE ALL NECESSARY ENGINEERING AND STRUCTURAL CALCULATIONS.



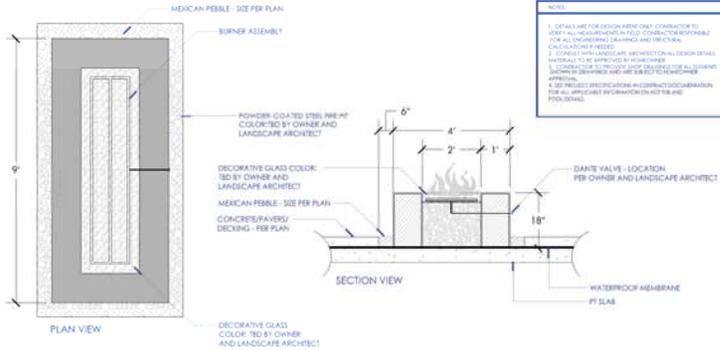
2 ROOF TOP PLANTER
 3/4" x 1'-0"

PROJ-HOUS-16-01



3 POLISHED CONCRETE SEATWALL
 3/4" x 1'-0"

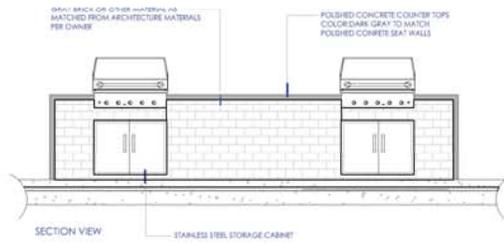
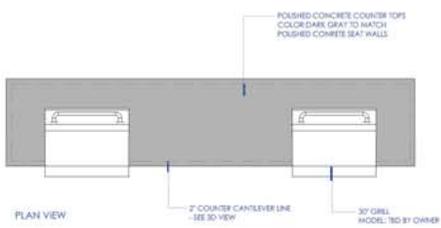
PROJ-HOUS-16-02



NOTE:
 1. DETAILS ARE FOR DESIGN INTENT ONLY. CONTRACTOR TO KEEP ALL MEASUREMENTS IN THIS DOCUMENT RESPONSIBLE FOR ALL ENGINEERING DRAWINGS AND PROVISIONS. CALCULATIONS NEEDED.
 2. CONCRETE REINFORCEMENT AND REBAR SHALL BE PROVIDED BY THE CONTRACTOR TO PROVIDE THE REQUIRED STRENGTH. ALL REBAR SHALL BE SCHEDULE 40 REBAR. PROVIDE ALL APPLICABLE INFORMATION IN THESE AND FUTURE DRAWINGS.



1 2 3 4 5 6 7 8 9 10 11 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



5 BBQ ISLAND
 1/2" x 1'-0"

PROJ-129316-08

DATA:

DATE: 04.28.15
 PROJECT NO: 1517
 DRAWN BY: HAJ
 CHECKED BY: BAR

REVISIONS:

TITLE
SITE DETAILS

SHEET

MIDVALE CITY, UTAH

RESOLUTION NO. 2015-R-42

A RESOLUTION DECLARING SURPLUS PROPERTY

WHEREAS, Midvale Municipal Code Section 2.56.100 provides for the surplus and disposal of City property with the consent of the City Council; and

WHEREAS, the Council desires to declare surplus the 4 vehicles and 3 miscellaneous equipment as described in Attachment ‘A’; and

WHEREAS, the Council feels the surplus and disposal of said property would be in the best interest of the City.

NOW THEREFORE BE IT RESOLVED, that based on the foregoing, the Midvale City Council declares the vehicles and miscellaneous equipment, as described in Attachment ‘A’, as surplus and releases said property for disposal.

APPROVED AND ADOPTED this 18th day of August, 2015

JoAnn B. Seghini, Mayor

ATTEST:

Voting by the Council:	“Aye”	“Nay”
Stephen Brown	_____	_____
Wayne Sharp	_____	_____
Quinn Sperry	_____	_____
Paul Hunt	_____	_____
Paul Glover	_____	_____

Rori L. Andreason, MMC
City Recorder

ATTACHMENT 'A'

FY 2016 SURPLUS VEHICLES AND EQUIPMENT – AUGUST 2015

Asset #	Type	Year	Description	Est. Market Value
106	Equipment	1998	Case Loader	28,000
115	Equipment	1999	Kubota Tractor	4,000
332	Equipment	2005	International Vactor	90,000
103	Vehicle	2000	Internt'l Dump - Bob Tail	15,000
403	Vehicle	2008	Toyota Tacoma 4X4	18,000
309	Vehicle	2010	Ford F-150	17,000
406	Vehicle	2010	Dodge Nitro	14,000
				<u>186,000</u>