MIDVALE CITY, UTAH
RESOLUTION 2018-R-36

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A
DEVELOPMENT AGREEMENT BETWEEN MIDVALE CITY CORPORATION
AND JF CAPITAL, LLC FOR THE MODA UNION PROJECT

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

WHEREAS, the City adopted a Transit Oriented Development Overlay zone (“Overlay Zone”) to encourage a mix of residential and commercial uses to help provide the critical mass necessary to support existing commercial, attract new and viable businesses and support the growth of the region. The Overlay Zone includes development standards to be applied in approving or disapproving a proposed development; and

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

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

WHEREAS, the City Council has reviewed said Development Agreement and agrees that entering into such agreement will help further the goals of the Midvale City General Plan 2016 and compliance with the Overlay Zone land use regulations.
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF MIDVALE CITY, STATE OF UTAH, AS FOLLOWS:

Section 1. The Midvale City Council has reviewed the attached Development Agreement between Midvale City Corporation and JF Capital, LLC ("Developer").

Section 2. The Midvale City Council, through its understanding of the goals of the Midvale City General Plan, the Overlay Zone land use regulations and the proposed MODA Union Project, believes it is in the best interest of the Developer and the City to enter into such Development Agreement.

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

PASSED AND APPROVED this 17th day of July, 2018.

Robert M. Hale, Mayor

ATTEST:

Rori Andreason, MMC
City Recorder

Voting by City Council

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When recorded, return to:

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

DEVELOPMENT AGREEMENT
(MODA UNION PROJECT)
Midvale City, Utah

THIS DEVELOPMENT AGREEMENT (this “Development Agreement”) is entered into as of this 22nd day of October, 2018 by and between JF Capital, 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. MODA Union Project. Developer intends to construct on the Property a multi-family housing project (as more particularly defined below, the “MODA Union Project”).

C. Zoning. Property is zoned, pursuant to the City’s Zoning Ordinance, as Transit Oriented Development Overlay (hereinafter referred to as “TODO Zone”). This zone establishes the procedural and substantive requirements for approval by the City for development on the Property. Section 17-7-17.9 of the Midvale Municipal Code requires the Property to develop in accordance with this Agreement, including the development plans contained herein.

D. Conditional Use Permit and Preliminary Site Plan. The Midvale City Planning Commission approved a Conditional Use Permit allowing the multi-family/medium and high density residential development use included in the MODA Union Project and Preliminary Site Plan for the MODA Union Project on March 14, 2018. The conditions of approval of the Conditional Use Permit and Preliminary Site Plan are set forth in the letter from the City to Developer attached as Exhibit B.

E. Final Site Plan. The City approved the Final Site Plan for the MODA Union Project on __________, 2018, subject to the Developer’s execution of this Agreement, and a copy of the Final Site Plan stamped as “approved” by the City is attached as Exhibit C (the “Final Site Plan”).

F. 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 herefrom, the Parties agree as follows:

Article 1
The MODA Union Project

1.1 Legal Description of Property. The property owned by Developer that is covered by this Agreement consists of approximately 3.17 acres of land located at 7236-7304 South Cottonwood Street, at the intersection of Cottonwood Street and Millennium Street, and is more fully described in Exhibit A (the “Property”).

1.2 Description of Project. The Developer’s planned project for the Property consists of a 206-unit apartment building. The building includes one level of podium style parking with 207 parking stalls, four stories of residential units above, a two-story leasing and fitness center component, indoor and outdoor recreation amenity space, 85 surface parking stalls, landscaping, and public sidewalk improvements. These project improvements are shown and described on the Final Site Plan.

1.3 The MODA Union Project Approval.

1.3.1 Approval. Pursuant to the provisions of Title 17 of the Midvale Municipal Code and the TODO Zone (Chapter 17-7-17 of the Midvale City Municipal Code) in effect as of the date of this Agreement (together, the “Zoning Ordinance”), the MODA Union Project has been approved by the City, subject to the provisions of the Zoning Ordinance in effect on the date hereof, the Conditional Use Permit and Conditional Use Permit Conditions, the Final Site Plan, and this Agreement.

1.3.2 Vested Rights. The City acknowledges and agrees that Developer has the vested right to develop and construct the MODA Union Project in accordance with the provisions of the Zoning Ordinance in effect on the date hereof, the Conditional Use Permit and Conditional Use Permit Conditions, the Final Site Plan, and this Agreement; provided, however, that Developer acknowledges and agrees that the construction and operation of the MODA Union Project is subject to all Applicable Laws (as defined in Section 3.3).

1.3.3 Reserved Legislative Powers and Zoning Authority of the City. Notwithstanding the provisions of Section 1.3.2, 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

2 MODA Union Project Development Agreement
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.

1.3.4 Amendments to Final Site Plan. In the event Developer desires in the future to amend the Final Site Plan 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 the 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.

Article 2
Conditions of Master Planned Development

2.1 Final Site Plan. Developer agrees that it will construct the MODA Union Project as shown on the Final Site Plan and in accordance with the Conditional Use Permit Conditions.

2.2 Agreement to Comply with Specific Conditions of Approval.

2.2.1 Property Consolidation and Right-of-way Dedication. Prior to the commencement of any development activity on the Property, the Property shall be consolidated into a single parcel and the right-of-way shown on the Final Site Plan shall be dedicated to Midvale City. Developer agrees to create the recordable documents for this to occur. These documents shall be reviewed and approved by Midvale City before they are recorded in the Salt Lake County Recorder’s Office.

2.2.2 Fencing and Screening. Developer agrees that:

2.2.2.1 Prior to the issuance of the first Certificate of Occupancy, all trash collection and recycling areas; service areas; mechanical equipment; and loading docks shall be screened on all sides so that no portion of such areas is visible from public streets and alleys and adjacent properties.

2.2.2.2 Prior to the issuance of the first Certificate of Occupancy, a sight-obscuring, visual barrier fence conforming to the fence requirements of the Zoning Ordinance shall be installed along the north and west property lines.

2.2.3 Landscaping and Recreational Amenities. Developer agrees that:

2.2.3.1 All landscaping and recreational amenities must 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 MODA Union Project. 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 landscaping and recreational amenities 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.

2.2.3.2 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. The fund amount shall be in the amount that the City estimates it will cost to purchase the materials and to complete the landscaping and recreational amenities work.

2.2.3.3 In the event Developer deposits funds with the City pursuant to 2.2.3.2, then the landscaping and recreational amenities shall be completed within six months of the first Certificate of Occupancy for the MODA Union Project, whereupon the irrevocable commitment of funds shall be released to Developer. If Developer fails to complete this requirement within the allotted time frame, the irrevocable commitment of funds shall be made available to the City to complete the landscaping and recreational amenities (with any excess of funds being released to Developer). The use of the above-described funds shall be the City’s sole remedy in the event of any such failure by Developer.

2.2.4 Public Sidewalk Improvements. All public sidewalk improvements must be constructed and installed in accordance with the Final Site Plan, including without limitation concrete, street trees, trees wells/grates, and benches, before the first Certificate of Occupancy may be issued with respect to the MODA Union Project.

Article 3
General Terms and Conditions

3.1 Rights of Access. For the purpose of assuring compliance with this Development Agreement, upon reasonable advanced notice to 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. Such representatives shall comply with all safety rules of Developer and its general contractor, including signing a
standard construction area release. In addition, upon reasonable advanced notice to Developer, the City shall have the right to enter the Property or any buildings or improvements thereon at all reasonable times for the purpose of exercising the City’s remedies, including cure rights contained in this Agreement and for the construction, reconstruction, maintenance, repair or service of any public improvements or public facilities located on the Property.

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

3.3 Applicable Laws. Where this Development Agreement refers to laws of general applicability to the MODA Union Project, then, that language shall be deemed to refer to ordinances which apply generally to other similarly situated, subdivided properties within Midvale City and any other applicable laws, rules or regulations, which apply to 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”). Except as otherwise provided in Section 1.3.3, the Applicable Laws adopted on or after the date hereof shall not apply to the MODA Union Project if such laws would have a materially adverse effect on the Developer’s vested rights described herein.

3.4 Agreements to Run with the Land. This Development Agreement shall be recorded against the Property. The agreements contained herein shall be deemed to run with the land and shall be binding on and shall inure to the benefit of all successors and assigns of the Developer in the ownership or development of any portion of the MODA Union Project or the Property.

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

3.6 Duration; Survival of Developer’s Obligations and Rights. The term of this Development Agreement shall commence on the date this Development Agreement is executed by both Parties and shall continue for a period of five (5) years pursuant to Section 17-7-17.9 of the Midvale Municipal Code unless either terminated as provided herein or by agreement by both parties. Notwithstanding the foregoing and subject to applicable laws, Developer’s rights, remedies, obligations and responsibilities under this Development Agreement shall survive and continue beyond termination of this Development Agreement as to 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.
3.7 Notices. Any notice, confirmation or other communication hereunder shall be given in writing by hand delivery (receipted), nationally-recognized, overnight courier service, United States mail, or facsimile (confirmed) to the following addresses or numbers:

Midvale City:

Midvale City Manager
MIDVALE CITY CORPORATION
7505 S. Holden Street
Midvale 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:

JF Capital, LLC
1148 W. Legacy Crossing Blvd., Suite 400
Centerville, UT 84014
C/O Jake Wood

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

3.8 Savings Clause; Severability. If any provision of this Development Agreement, or the application of such provision to any person or circumstance, shall be held invalid, the remaining provisions of this Development Agreement, or the application of such provision to the persons or circumstances other than those to which it is held invalid, shall not be affected thereby or considered invalid. If any part or provision of this Development 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 Development Agreement except that specific provision determined to be unconstitutional, invalid, or unenforceable. If any condition, covenant, or other provision of this Development Agreement shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.
3.9 No Third-Party Rights. This Development Agreement does not create any third-party beneficiary rights. It is specifically understood by the Parties that: (a) the development of the Property under this Development Agreement is a private development, (b) the City has no interest in or responsibilities for or duty to third parties concerning any improvements on the Property, and (c) Developer shall have full power over and exclusive control of the Property subject to the obligations of Developer under this Development Agreement and all Applicable Laws.

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

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

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

3.13 Obligations and Rights of Mortgage Lenders. Developer may finance the Property and may execute one or more mortgages, deeds of trust, or other security arrangements with respect to the Property and may assign this Development Agreement to a holder of any such financial instrument without prior written notice to or consent of the City. The holder of any mortgage, deed of trust, or other security arrangement with respect to the Property, or any portion thereof, shall not be obligated under this Development 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 Development Agreement which pertain to the Property or such portion thereof in which it holds an interest. Any such holder who comes into possession of the Property, or any portion thereof, pursuant to a foreclosure of a mortgage or a deed of trust, or deed in lieu of such foreclosure, shall take the Property, or such portion thereof, subject to all requirements and obligations of this Development Agreement and any pro rata claims for payments or charges against the Property, or such portion thereof, deed restrictions, or other obligations which accrue prior to the time such holder comes into possession. Nothing in this Development Agreement 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 Development 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 Development Agreement, including the obligation to complete all required amenities and improvements. Additionally, nothing herein shall be so construed as to prohibit a mortgage or
deed of trust holder from providing security for the standard installation of development improvements pursuant to the Applicable Laws.

3.14 Disputes. In the event that a dispute arises in the interpretation or administration of this Development Agreement or if the default mechanism contained herein shall not resolve a default under this Development Agreement, then prior to taking any action to terminate this Development 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 Development Agreement or of any Applicable Law.

3.15 Institution of Legal Action; Restriction on Remedies. In the event that the mediation does not resolve a dispute, either Party may institute legal action to cure, correct, or remedy any default or breach, to specifically enforce any covenants or agreements set forth in this Development Agreement or to enjoin any threatened or attempted violation of this Development Agreement, or to terminate this Development 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 Development Agreement. Legal actions shall be instituted in the Third Judicial District Court of the County of Salt Lake, State of Utah.

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

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

3.18 Temporary Land Use Regulations. The Project shall be excluded from any moratorium or other temporary land use regulations adopted pursuant to Utah Code Ann. § 10-9a-504, unless such a temporary land use regulation is found on the record by the City Council to be necessary to avoid jeopardizing a compelling, countervailing public interest.

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

MIDVALE CITY CORPORATION

By: ____________________________

Robert M. Hale, Mayor

ATTEST:

______________________________

Rori L. Andreason, MMC
City Recorder

APPROVED AS TO FORM:

______________________________

Lisa A. Garner
City Attorney

STATE OF UTAH

) ss

COUNTY OF SALT LAKE

On the 26 day of October, 2018, personally appeared before me Robert M. Hale, who being by me duly sworn did say he is the Mayor of Midvale City Corporation, and that the within and foregoing instrument was signed on behalf of such Corporation.

______________________________

Notary Public
Residing at: Midvale, UT

My Commission Expires:

11-01-2020

MODA Union Project Development Agreement
DEVELOPER:

JF Capital, LLC
a Utah limited liability company

By: [Signature]

Its: [Signature]

STATE OF UTAH

) ss

COUNTY OF DAVIS

On the 22nd day of October, 2018, personally appeared before me
Owen Fisher, who being by me duly sworn did say he/she is the Manager of JF
Capital, LLC, a Utah limited liability company, and that he/she had signed the within and foregoing
instrument on behalf of such limited liability company.

[Signature]
Notary Public
Residing at: Davis County, UT

My Commission Expires:

4.25.20

NOTARY SIGNATURE AND SEAL

[Seal with notary's name and information]
EXHIBIT A

Legal Description of the Property

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

Parcel 1: (21-25-251-003)
Commencing at a point which is South 1334.91 feet and South 88°33'52" East 22.33 feet, more or less, and South 87°28' East 5.54 feet and South 182.00 feet from the North Quarter Corner of Section 25, Township 2 South, Range 1 West, Salt Lake Base and Meridian; thence East 188.00 feet, more or less, to the West line of Cottonwood Street; thence South 00° 20' West 192.56 feet along said West line; thence West 175.00 feet, more or less, thence North 50.00 feet; thence West 13.0 feet; thence North 142.51 feet, more or less, to the point of beginning.

Parcel 2: (21-25-251-016)
Beginning at a point South 1710.37 feet and East 240.86 feet from the North quarter corner of Section 25, Township 2 South, Range 1 West, Salt Lake Base and Meridian and running thence South 0°59'00" West 272.29 feet; thence North 89°43'00" West 25.0 feet; thence North 7.58 feet; thence North 89°43'00" West 363.00 feet; thence North 264.14 feet; thence East 367.69 feet, more or less; thence South 89°40'00" East 25.0 feet to the point of beginning.

Excepting therefrom the following described property:

A parcel of land in fee for the reconstruction of a freeway known as Project No. 15-7, being part of an entire tract of property situate in the Southwest quarter Northeast quarter of Section 25, Township 2 South, Range 1 West, Salt Lake Base and Meridian. The boundaries of said parcel of land are described as follows:

Beginning at the Southeast Corner of said entire tract at a point which is 521.321 meters South and 73.414 meters East and 82.994 meters South 00°59'00" West from the North Quarter Corner of said Section 25; and running thence North 89° 43'00" West 7.620 meters along the Southerly boundary line of said entire tract; thence North 2.310 meters along a West boundary line of said entire tract; thence North 89°43'00" West 8.576 meters along the Southerly boundary line of said entire tract; thence North 46°27'59" East 11.899 meters; thence South 89°39'00" East 7.750 meters to the Easterly boundary line of said entire tract; thence South 00°59'00" West 10.541 meters along said Easterly boundary line to the point of beginning as shown on the official map of said project on file in the office of the Utah Department of Transportation.

Overall Combined Description
Beginning at a point which is South, 1517.71 feet and East, 27.86 feet from the North Quarter Corner of Section 25, Township 2 South, Range 1 West, Salt Lake Base and Meridian: said North Quarter Corner being North 00°18'38" East, along the Basis of Bearing, 2640.92 feet and South 89°41'48" East, 2617.36 feet from the West Quarter Corner of said Section 25; and running thence East, 188.00 feet to the West line of Cottonwood Street; thence South 00°20'00" West, along said West line, 192.51 feet; thence East, 1.12 feet; thence South 89°40'00" East,
25.00 feet; thence South 00°59'00" West, 237.71 feet; thence North 89°39'00" West, 25.43 feet; thence South 46°27'59" West, 39.04 feet; thence North 89°43'00" West, 337.16 feet; thence North, 262.89 feet along the easterly deed line of the G6 Hospitality Property LLC (Entry No. 11465272 in Book 10053 at Page 3535) and along an existing fence line to a point on the deed line of the LQ Properties LLC (Entry No. 9664413 in Book 9267 at Page 6701); thence along said LQ Properties deed line the following four (4) courses: East, 194.96 feet; thence North, 50.00 feet; thence West, 13.00 feet; thence North, 142.51 feet to the point of beginning.

Contains: 3.17 Acres
EXHIBIT B

Conditional Use Permit Conditions
March 15, 2018

Matt Scott
JF Capital
1148 Legacy Crossing Blvd #400
Centerville, UT 84014
matt@jfcapital.com

RE: Conditional Use Permit / Preliminary Site Plan: MODA Union
(7304 South Cottonwood Street)

Mr. Scott:

This letter is to confirm action taken by the Midvale City Planning Commission at their regularly scheduled meeting on Wednesday, March 14, 2018. It was the decision of the Planning Commission to approve the conditional use permit / preliminary site plan for the proposed multi-family residential project at 7304 South Cottonwood Street with the following conditions of approval:

1. The applicant shall prepare and submit a Final Site Plan application to be reviewed and approved by the City Engineer, Fire Marshal, and City Planner.
2. All requirements of the Building Official, Fire Marshal, and City Engineer shall be satisfied.
3. A sight obscuring, visual barrier fence conforming to the fence requirements of the TODU zone shall be installed along the north and west property boundaries.
4. A Snow Removal/Storage Plan shall be prepared and submitted with the Final Site Plan application.
5. A Lighting Plan, to include light locations, fixture details, and photometric information, shall be prepared and submitted with the Final Site Plan application.
6. Trash collection and recycling areas, service areas, mechanical equipment and loading docks shall be screened on all sides so that no portion of such areas is visible from public streets and alleys and adjacent properties.
7. All signage on the property shall comply with the requirements of the TODU zone and sign permits shall be obtained prior to installation of such signage.
8. The subject parcels shall be consolidated into a single lot and the right-of-way dedicated to Midvale City prior to issuance of any building permits.
9. A Development Agreement, as required by Section 17-7-17.9 of the Midvale City Municipal Code, shall be executed by the Midvale City Council prior to issuance of any Building Permit for the project.
A copy of the Final Site Plan application has been included. Should you have any additional questions, please contact our office. My direct contact information is available below.

Sincerely,

Alex Murphy

ALEX MURPHY
ASSOCIATE PLANNER | MIDVALE CITY, UT
A: 7505 S HOLDEN ST; MIDVALE, UT 84047
E: AMURPHY@MIDVALE.UT
P: 801.567.7231
EXHIBIT C

Final Site Plan
MODA UNION