É	APPLICATION FOR
1	URBAN DESIGN COMMISSION
1	REVIEW AND APPROVAL

AGENDA I	TEM #	
Project #		
	02988	

DATE SUBMITTED: <u>MAY 11, 2006</u> UDC MEETING DATE: <u>MAY 24, 2006</u>	Action Requested Informational Presentation Initial Approval and/or Recommendation Final Approval and/or Recommendation

PROJECT ADDRESS: 505 - 550 MIDVALE BLVD.	
ALDERMANIC DISTRICT: //	
OWNER/DEVELOPER (Partners and/or Principals) MIDVALE PLAZA JOINT VENTURE 120 EAST LAKESIDE ST. MADISON WI 537// ATLANTA, GA 30329	5
CONTACT PERSON: DE KRUPP Address: 2020 EASTWOOD DR MADISON, WI 53704 Phone: (608) 249-2020 Fax: (608) 249-2053 E-mail address: TKRUPP @ KRUPP CONSTRUCTION COM	
TYPE OF PROJECT: (See Section A for:) X Planned Unit Development (PUD) X General Development Plan (GDP) X Specific Implementation Plan (SIP) Planned Community Development (PCD) General Development Plan (GDP) Specific Implementation Plan (SIP) Planned Residential Development (PRD) New Construction or Exterior Remodeling in an Urban Design District * (A public hearing is required as well as a fee) School, Public Building or Space (Fee may be required) New Construction or Addition to or Remodeling of a Retail, Hotel or Motel Building Exceeding 50,000 Sq. Ft. Planned Commercial Site	
See Section B for:) New Construction or Exterior Remodeling in C4 District (Fee required)	
See Section C for:) R.P.S.M. Parking Variance (Fee required)	10. TO
See Section D for:) Comprehensive Design Review* (Fee required) Street Graphics Variance* (Fee required) Other	
Other	636



^{*}Public Hearing Required (Submission Deadline 3 Weeks in Advance of Meeting Date)

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May 17, 2006

To City of Madison Plan Commission

Re: Midvale Plaza Redevelopment Developer: Midvale Plaza Joint Venture

Letter of Intent

Dear Plan Commission Members:

Midvale Plaza Joint Venture LLP submits the following information as the developer of the proposed redevelopment of the Midvale Plaza Center, a 40,000 square foot neighborhood shopping center and a vacant 5000 square foot commercial building, located at the intersection of Tokay Blvd. and S. Midvale Blvd. Redevelopment of the 3.61-acre site will involve the demolition of both buildings on the site; however, it will occur in two phases to allow the continued use of the existing shopping center and the Sequoya Branch Library during the construction of Phase 1 of the project.

Application for rezoning is being submitted as a GDP for the entire site and a request for SIP approval for Phase 1 of the project. A CSM two lot subdivision application also accompanies the application, creating separate parcels for Phase 1 and 2 of the project. Easements will be provided to allow both lots to function as a single commercial site. The total site area of the rezoning application consists of 157,193 square feet.

The current site access is provided by two curb cuts on Midvale Blvd, two curb openings on Tokay Blvd, and a single curb cut on Caromar Drive. Redevelopment plans call for a two curb openings and single median cut on Midvale Blvd, elimination of all openings on Tokay Blvd, and three curb cuts on Caromar Drive. The median cut on Midvale is to permit left turn access from the north and right turn only when exiting the site on Midvale Blvd. Additionally, the median cut will allow southbound traffic to make a U-turn and access the residential apartment underground parking entrance for Phase 2. Exiting movements from this entrance will be limited to right turn only. Curb cuts on Caromar Drive will be limited to private residential access to underground parking. The residential curb cut at the north end of the site is designated as a potential future access to underground parking and will be installed only in the event that Phase 2 SIP is submitted as an owner-occupied condominium project verses apartments as submitted in the GDP. The third curb opening on Caromar Drive provides access/egress to the combined surface parking court and will align directly with South Owen Drive. The applicant requests that on street parking be permitted on Tokay Blvd. to the south of the library condominium.

A storm water management plan will be implemented utilizing a bio-filtration system that will retain approximately 63% of the annual rainfall on paved parking areas through infiltration on the site. An additional 12% of the annual rainfall on this area will be treated prior to discharging into the city storm system. Additionally, when possible, roof

Midvale Plaza Letter of Intent May 24, 2006 Page 2

water will be directed to separate bio-filtration areas on the site. Currently, 100% of storm water leaves the site and flows into the Lake Wingra watershed.

Phase 1 of the redevelopment involves the construction of a four story mixed use building with approximately 27,000 square feet of grade level commercial retail space, including a 20,000 square foot condominium purchased by the City of Madison for the expansion of a Sequoya Branch library. The balance of grade level space will be neighborhood commercial/retail uses. Upper residential levels of the building incorporate architectural design techniques utilizing setbacks, residential materials and colors, rooftop terraces and decks to minimize the massing and scale of the building.

The project will include 43 residential owner-occupied condominium homes. Units sizes will range from 740 to 1800 square feet, with a 50% mix of one bedroom/one bedroom plus den and 50% two bedroom and two bedroom plus den units. All units will be served by an elevator and will be handicap accessible. Underground parking will be provided for approximately 85 vehicles in Phase 1 of the project, resulting in approximately 2 stalls per unit parking ratio. The building gross square footage including underground parking is 123,000 square feet. The project is served by a bus stop at the corner of Midvale and Tokay and is within a quarter of a mile of the Capital City bike trail system, facilitating the use of alternative transportation modes. Consideration may also be given to providing a shared community car for residents of both phases of the development.

The developer is familiar with provisions of the Inclusionary Zoning ordinance and will comply with requirements of the ordinance as of the submittal date of the GDP/SIP application for Phase 1 of the project. The developer assumes that any changes to the ordinance that occur prior to the submittal application of the SIP for Phase 2 will apply to Phase 2 of the project.

The schedule for the project anticipates a fall of 2006 construction start with completion of Phase 1 by December 31, 2007. Upon completion of Phase 1 and relocation of the current library branch into the expanded space, demolition associated with Phase 2 would commence. The developer anticipates a SIP application for Phase 2 to be submitted in April 2007, with construction of Phase 2 commencing late 2007.

The GDP zoning request for Phase 2 is based on a mixed-use project consisting of approximately 10,000 square feet of grade level retail commercial space and two to four stories of residential apartments occupying upper levels of the project. Phase 2 includes approximately 175,000 gross square feet including an underground parking garage for 139 vehicles, resulting in a 1.4 stall per unit parking ratio. Preliminary density studies project up to 100 apartment units (39 units per acre) surrounding a raised central courtyard "green roof". All levels of residential apartments will be served by an elevator and will be handicap accessible.

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Parameter Control		
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Midvale Plaza Letter of Intent May 24, 2006

Page 3

The applicant may elect to submit Phase 2 SIP as an owner-occupied condominium project rather than apartments as currently planned. In the event that this change is made, the number of residential units in Phase 2 will be reduced from 100 units to approximately 75 units. Furthermore, this change would require the utilization of the designated future curb cut/underground access drive on Caromar Drive and would eliminate the northern curb cut on Midvale. This option is necessary to address buyer resistance to underground access from Midvale and limited egress from the site. Under this scenario, parking ratios would increase to approximately 1.85 stalls per unit.

The Phase 2 retail space fronts on a 98-stall surface parking court that serves both phases of the project. Upon completion of Phase 1, the developer anticipates providing approximately 70 of the surface stalls with the balance of spaces provided with the completion of Phase 2. This approach is required to accommodate site access and staging during the construction of Phase 2.

The project development team includes the following individuals and firms:

Developer/Members:

Midvale Plaza Joint Venture LLP

Jack Kelly
Scott Kelly
Jerome Kelly
Joseph D. Krupp
Christopher Armstrong
120 East Lakeside Street
Madison, WI 53711
Phone: 608-284-0120

Fax: 608-294-9344

Architects/Landscape:

SGN+A

1190 West Druid Hills Drive NE

Suite T65

Atlanta, GA 30329

Phone: 404-634-4466

Fax: 404-634-4433

Civil:

Burse Surveying & Engineering

1400 East Washington Avenue #158

Madison, WI 53703

Phone: 608-250-9263

Fax: 608-250-9266

Contractor:

Krupp General Contractors LLC

2020 Eastwood Drive. Madison, WI. 53704

Phone: 608-249-2020

Fax: 608-249-2053

Midvale Plaza Letter of Intent May 24, 2006 Page 4

Contact Person:

Joseph D. Krupp 2020 Eastwood Drive Madison, WI 53704 Phone: 608-249-2020

Fax: 608-249-2053

Signed:

Date:

5.17.06

MIDVALE PLAZA 555 S. MIDVALE GDP/SIP ZONING TEXT MAY 17, 2006

Legal description: The lands subject to this Planned Unit Development District shall include the parcel described as follows:

Part of the SW ¼ of the NE ¼ of Section 29, T07N, R09E, City of Madison, Dane County Wisconsin, more fully described as follows:

Commencing at the East ¼ corner of said Section 29; thence North 89 degrees 12 minutes 42 seconds West along the south line of the said NE ¼, 1657.22 feet to the southerly extension of the westerly right-of-way line of Caromar Drive; thence North 00 degrees 05 minutes 01 second East, 39.60 feet to the intersection of the northerly right-of-way line of Tokay Boulevard as monumented and the said westerly right-of-way line of Caromar Drive; thence North 89 degrees 10 minutes 25 seconds West along the said northerly right-of-way line of Tokay Boulevard, 263.87 feet to its intersection with the easterly right-of-way line of Midvale Boulevard; thence North 00 degrees 01 minute 02 seconds West along the said easterly right-of-way line of Midvale Boulevard, 592.96 feet; thence South 89 degrees 53 minutes 19 seconds East, 264.89 feet to the aforementioned westerly right-of-way line of Caromar Drive; thence South 00 degrees 05 minutes 01 second West along the said westerly right-of-way line of Caromar Drive, 596.25 feet to the point of beginning.

NOTE: The above-described lands shall be divided into a two lot CSM, application for which is submitted as an attachment to the PUD rezoning request.

I. Statement of Purpose

This Planned Unit Development is established to allow the flexibility to create a coordinated plan for a two-phase mixed-use development providing commercial and residential uses supported by underground parking in both phases.

II. Permitted Uses

Uses permitted in the C 1 district and multi-family uses permitted as a Conditional Use within a C1 district.

b. Accessory Uses:

- 1. Home occupations and professional offices in a home as Defined in Sec.28.03
- 2. Off Street parking as defined in text below.

III. Lot Area and Width

a. As specified in attached PUD plans.

IV. Height, Yard, Usable Open Space, and Landscaping Requirements

a. As specified in attached PUD plans.

V. Family Definition

a. For the purposes of this Planned Unit Development, the family will be as defined in Chapter 28.03(2) of Madison General Ordinances per the R-2 district for the new condominium buildings at 555 South Midvale Blvd.

VI. Lighting

a. Site lighting will be as shown on approved plans.

VII. Signage

- a. Signage will be allowed per Chapter 31 of the Madison General Ordinances, as compared to the R-3 district, or signage will be provided as approved on the recorded plans.
- b. Project identity and building address signage will be integrated into the masonry façade of the building (12.5 sq. ft. maximum per location).

VIII. Off-Street Parking

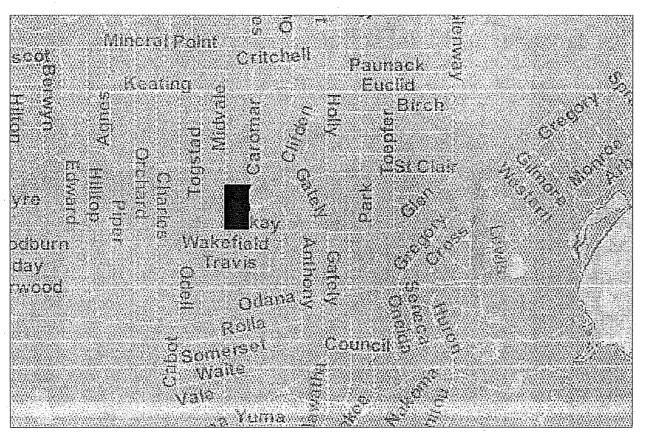
- a. Ninety-eight (98) surface parking stalls shall be provided in addition to approximately eighty-five (85) underground stalls in Phase 1 and one hundred thirty-nine (139) underground stalls in Phase 2. The total of ninety-eight (98) surface stalls will be provided at the completion of Phase 2. Due to site logistics and staging requirements, approximately 70% of surface parking will be provided at the completion of Phase 1 and after the demolition of the existing center, prior to constructing Phase 2.
- b. Bicycle parking for occupants and guests shall be provided in the structured parking garages as well as at locations indicated as approved on the recorded plans.

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Midvale Plaza Redevelopment

A Mixed Use Project at 505-550 Midvale Blvd. Madison, Wisconsin

May, 17 2006



Owner • Developer

Midvale Plaza Joint Venture L.L.P. 120 East Lakeside Street Madison, Wisconsin 53711

Architects Planners Landscape Architects

SIMONSON GERMANY NONEMAKER + ASSOCIATES, INC. 1190 West Druid Hills Drive, Suite T-65 Atlanta, Georgia 30329 Telephone (404) 634-4466

Civil Engineers

BURSE SURVEYING & ENGINEERING, INC. 1400 East Washington Avenue, Suite 158 Madison, Wisconsin 53703 Telephone (608) 250-9263

Location Map

Total Site Data GDP

Site Area: 156,248 s.f. Site Area per Bedroom

Density: 3.58 acres

Total Usable Open Space: 74,789 s.f. Usable Open Space per Unit: 526 s.f. / unit

Usable Open Space per Bedroom: 377 s.f. / bedroom

Site Area per Unit: 1100 square feet per unit Parking Data Enclosed Parking: 226 stalls Surface Parking: 98 stalls

Total Building Data GDP

Proposed New Construction: 306,701 s.f.

Parking - 81,914 square feet Retail/Library - 39,133 Residential - 185,654 square feet Total Dwelling Units: 142 Total No. of Bedrooms: 198

Two Bedrm B-1: 15 C-1: 6 C-I: -

Site Data Phase I

Site Area: 81,229 s.f. Site Area per Bedroom

Density: 1.86 acres 23.1 units per acre

Total Usable Open Space: 33,029 s.f. Usable Open Space per Unit: 768 s.f. / unit Usable Open Space per Bedroom: 516 s.f. / bedroon

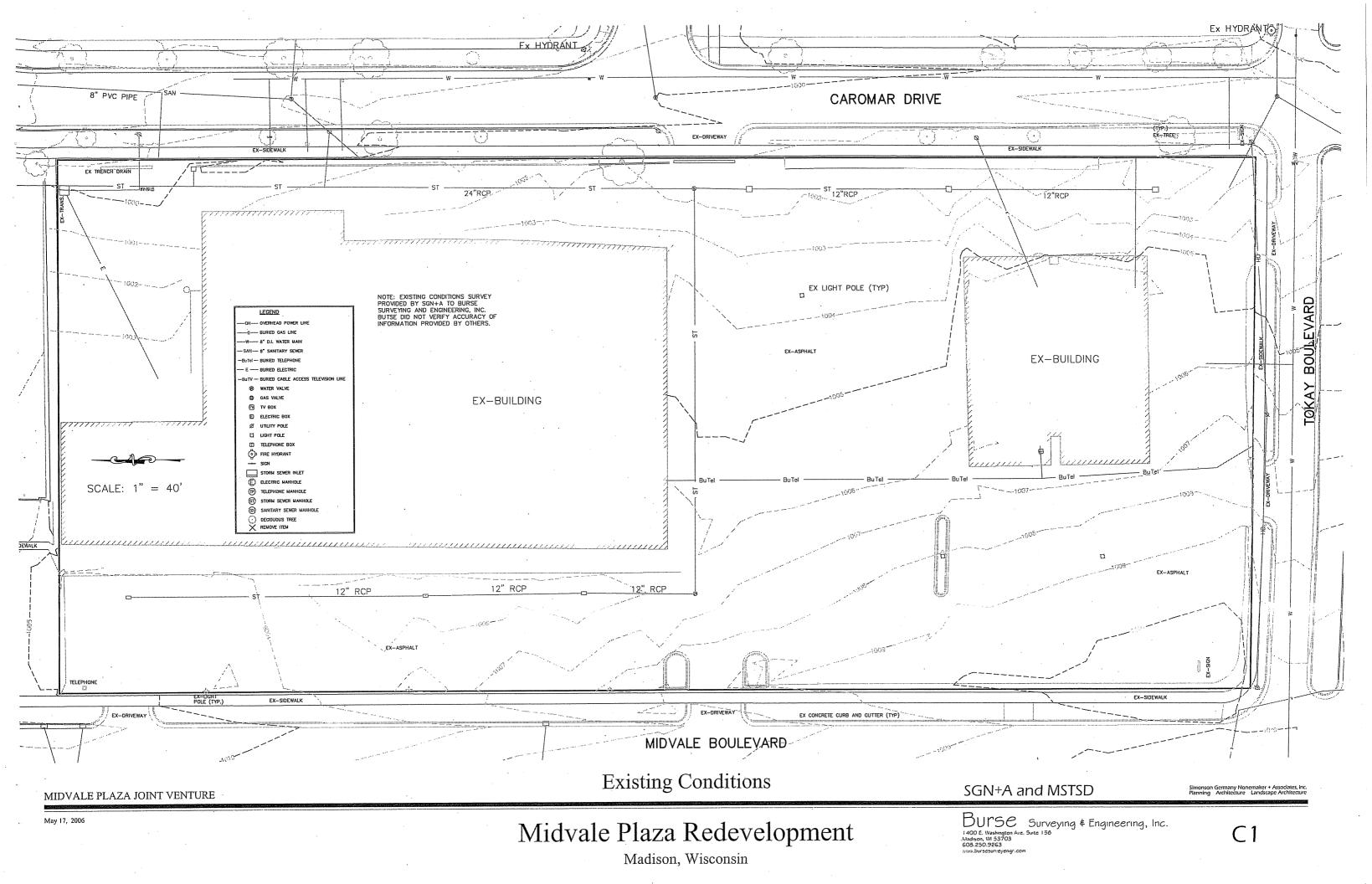
Parking Data Site Area per Unit: 1889 square feet per unit Enclosed Parking: 88 stalls

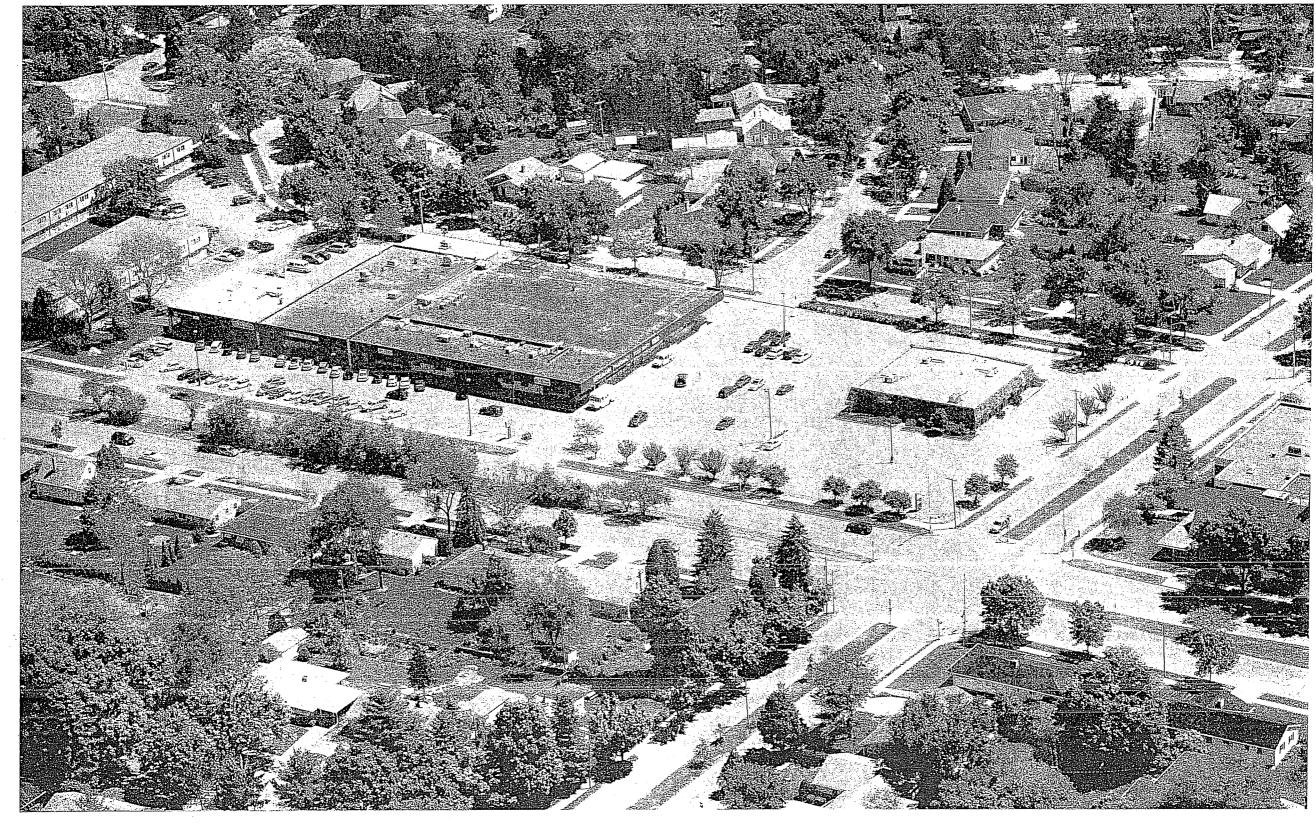
Surface Parking: 98 stalls

Building Data Phase I

Proposed New Construction: 125,657 s.f. Parking - 30,799 square feet Retail/Library - 28,793 Residential - 66,065 square feet Total Dwelling Units: 43 Total No. of Bedrooms: 64 A-1: A-2: A-3: A-4: A-5: A-6: C-1: C-2: C-3: C-4: C-5: C-6:

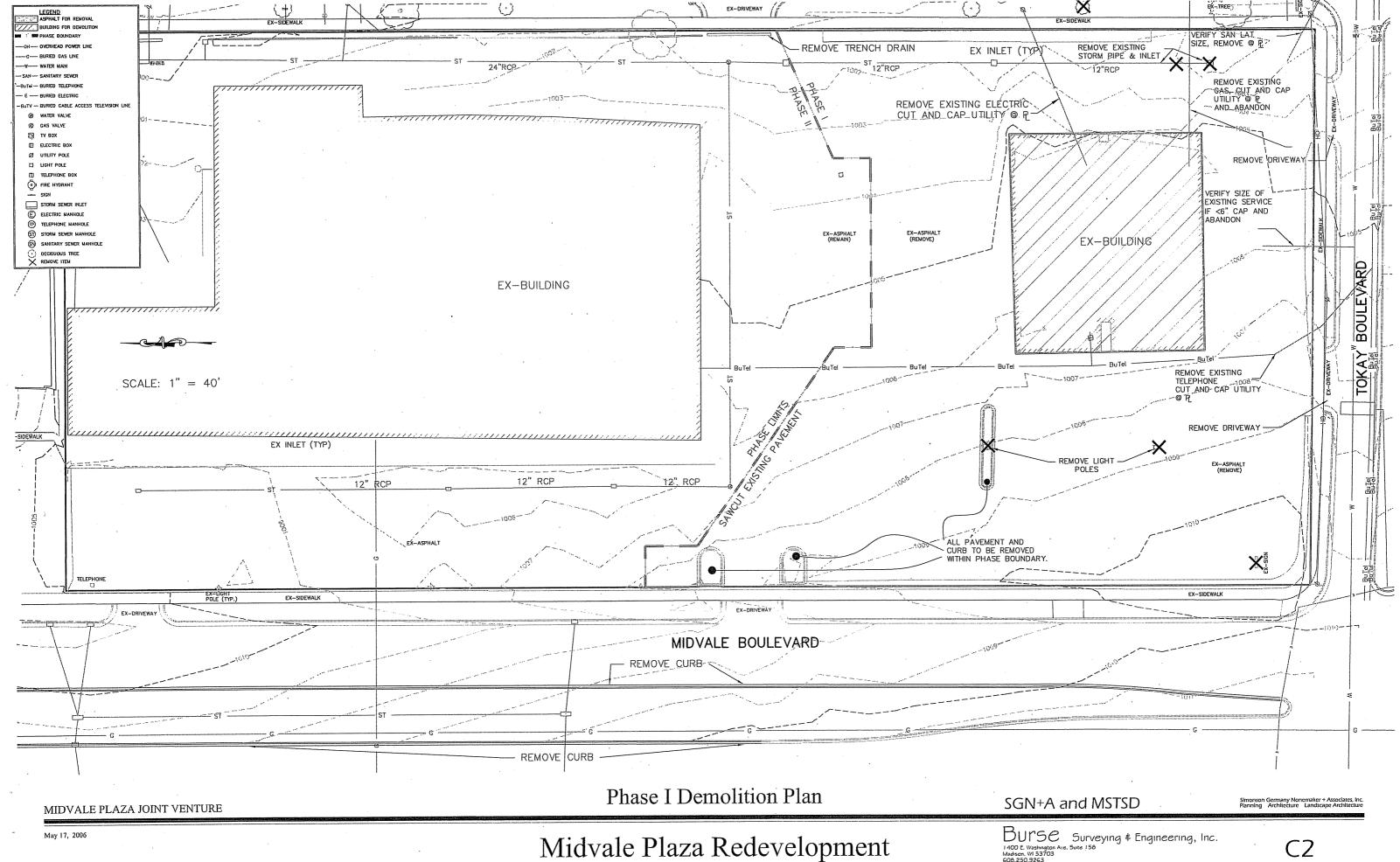
	Index of Drawin	1gs	
Sheet No	o. Sheet Title	Sheet No	o. Sheet Title
-	Cover Sheet		
		A1.1	Architectural Site Plan
CI	Existing Conditions		
Cla	Existing Photo	A2.1	Parking Level Plan
C2	Demolition Plan	A2.2	First Floor Building Plan
C3	Erosion Control Plan	A2.3	Second Floor Plan
C4	Grading Plan	A2.4	Third Floor Plan
C5	Utility Plan	A2.5	Fourth Floor Plan
C6	Construction Details	A2.6	Midvale Blvd, Elevation
C7	Fire Protection Plan		Library Entry Elevation
LI	Landscape Plan	A2.7	Tokay Blvd. Elevation
L2	Specs., Details & Plant List		Caromar Elevation
L3	Total Site Landscape Plan	A2.8	Building Sections
HI	Hardscape Plan		5
H2	Hardscape Details		
H3	Lighting Plan		



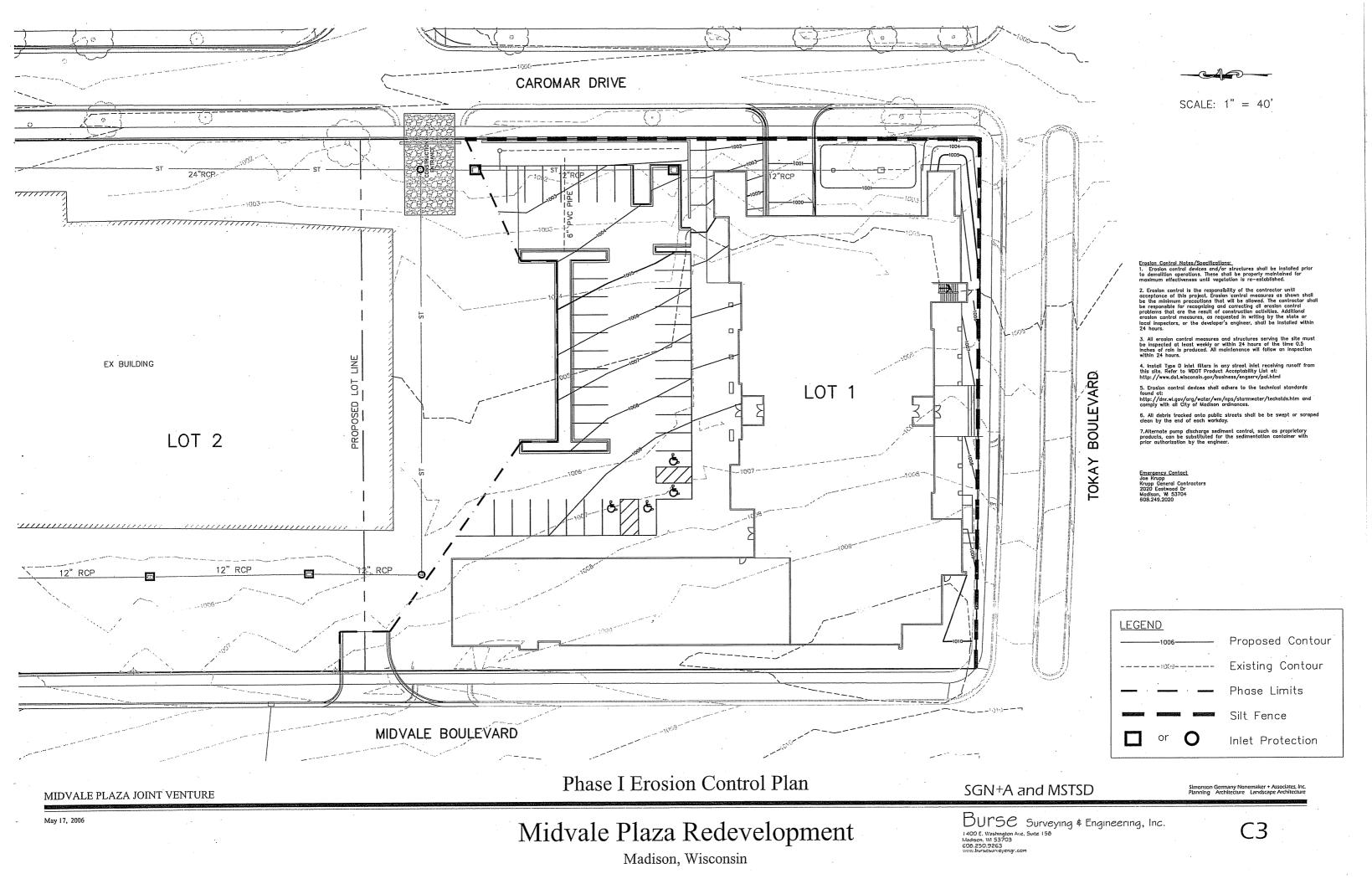


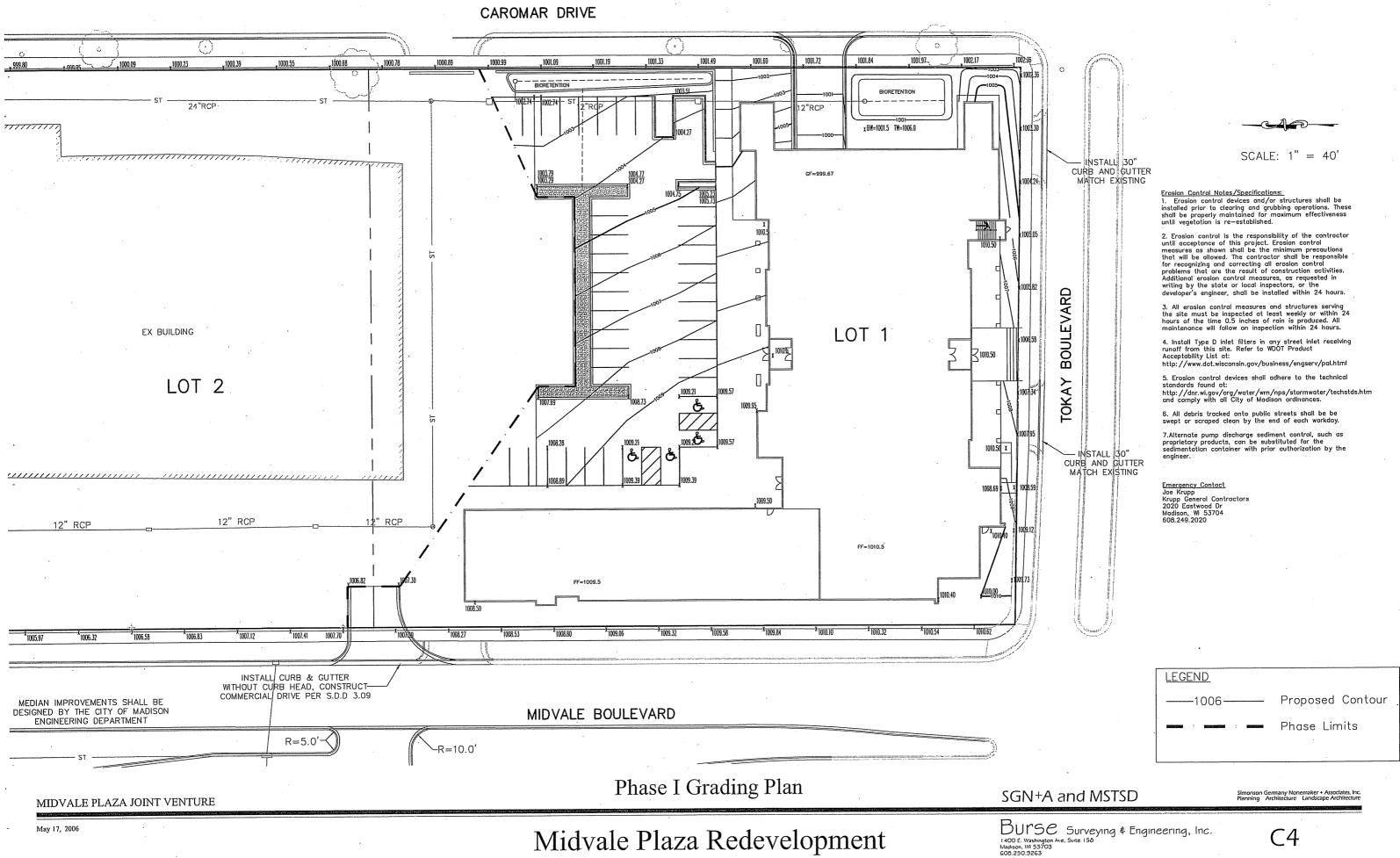
Existing Photos

SGN+A and MSTSD Simonson Germany Nonemaker + Associates, Inc. Planning Architecture Landscape Architecture



1400 E. Washington Ave, Suite 158 Madison, WI 53703 608.250.9263 want.bursesurveyengr.com

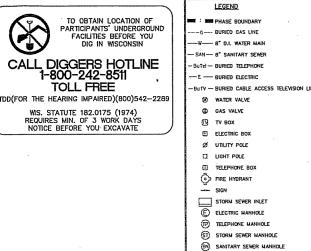




Madison, Wisconsin



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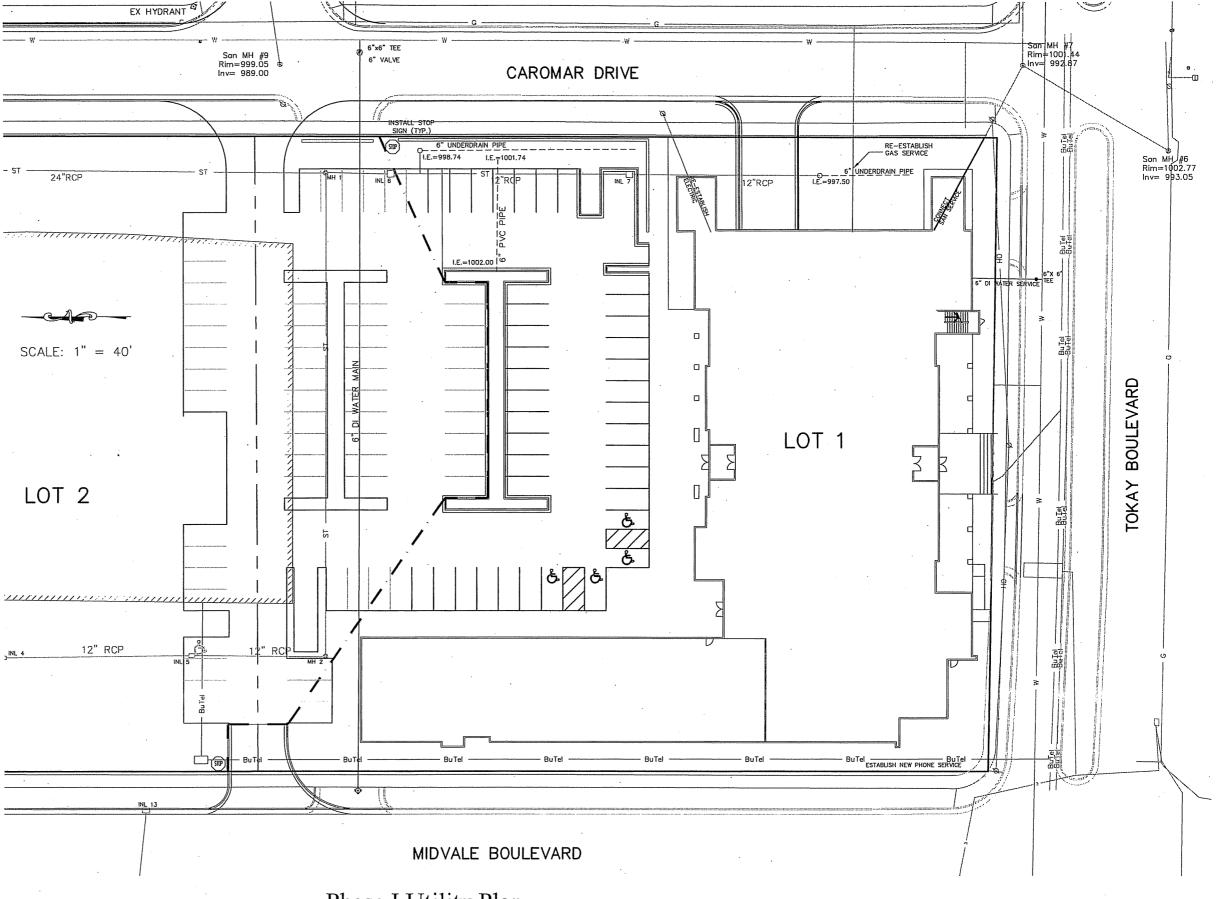


SITE UTILITY NOTES:

- 1. The location of existing utilities shown on the plans are approximate. Verification and protection of existing utilities is the Contractor's
- 2. All utilities serving the proposed building shall be stubbed 5 feet outside of the building and marked using a 4" x 4" hardwood post.
- 3. Inlets shall include an inlet filter system. This inlet filter system shall be the Catch—All HR, with overflow as furnished by MarMac Manufacturing Co. or approved equal. After installation, the Contractor shall inspect each inlet bag every 2 weeks or after a rainfall of 1 inch or more and clean bags as necessary. At the completion of construction, the engineer and contractor shall inspect each bag and either clean or replace the bags as necessary.
- 4. Contractor to coordinate with MG&E, Charter Communications and AT&T for gas, electric, telephone, cable extensions and connectionds.
- 5. Water main shall be laid with a minimum of 6.5' of bury to top of
- 6. Following utility line placement, backfilling to restore site grades can be completed. On—site soils can be used as backfill to within $\bf 3$ ft of finished subgrade levels provided that: (1) they are temporarily stockpiled and allowed to dry as much as practical; (2) they contain no peat material; (3) some compactive effort is applied to achieve densification/consistency similar to adjacent soils; and (4) provisions are made to utilize some of the surcharge granular soils in the event backfilling with the excavation spoil becomes impractical.

STORM SEWER AND SANITARY SEWER ELEVATION TABLE

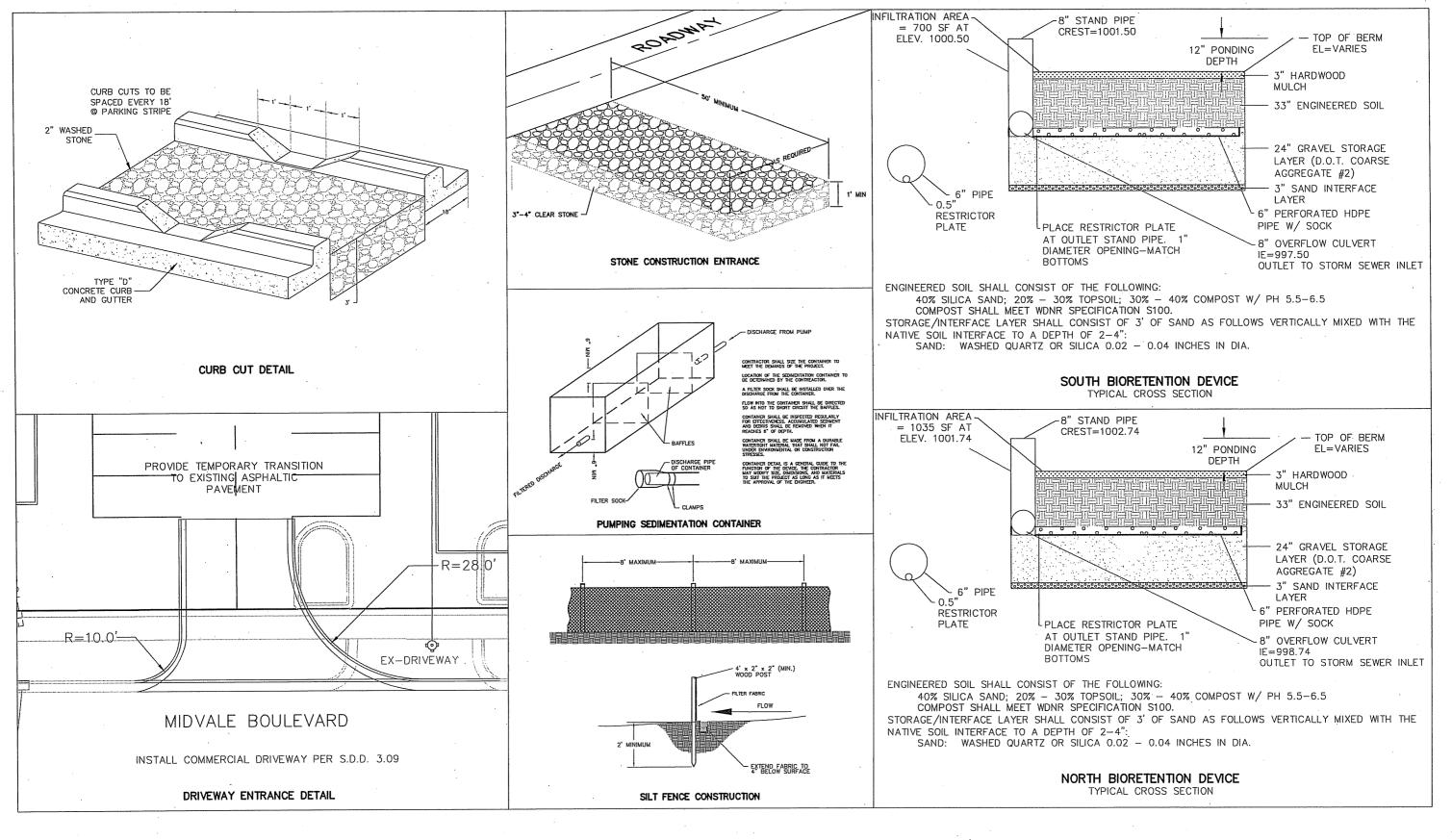
NUMBER	RIM/TC	INV	INV	INV	INV
INL 1	997.00	N 992.70	W 993.40	S 992.75	
INL 2	999.80	W 996.60			
INL 3	1005.34	S 1001.34	N 1001.44		
INL 4	1005.37	S 1002.12	N 1002.22		
INL 5	1005.08	UNMEASURE	EABLE		
INL 6	1001.23	S 996.38	N 996.28	•	
INL 7	1001.14	S 997.24	N 997.19		
INL 8	1001.38	N 998.38			
INL 9	1006.87	E 999.79			
INL 10	1006.37	E 1003.27			
INL 11	1004.42	W 1001.22			
INL 12	1004.48	W 1001.13			
INL 13	1006.54	W 1003.04			-
INL 14	1008.94	W 1003.24	E 1003.14		
MH 1	1001.57	N 996.02	W 996.12	S 996.07	
MH 2	1006.27	N 1000.52	E 1000.42		
MH 3	1006.30	WATER LEV			
MH 4	1008.80	WATER LEV	EL 1002.10		
MH 5	1011.91	N 1004.21	W 1004.51	5 1004.63	
MH 6	1002.77	E 993.05	NE 993.89		
MH 7	1001.44	W 992.88	N 992.95	E 992.87	S 993.06
MH 8	999.92	FLOOR 991.	.43		
MH 9	999.05	N 988.85	E 996.07	SW 990.55	
MH 10	996.07	W 986.37	N 985.27	E 985.52	S 985.30



MIDVALE PLAZA JOINT VENTURE

Phase I Utility Plan

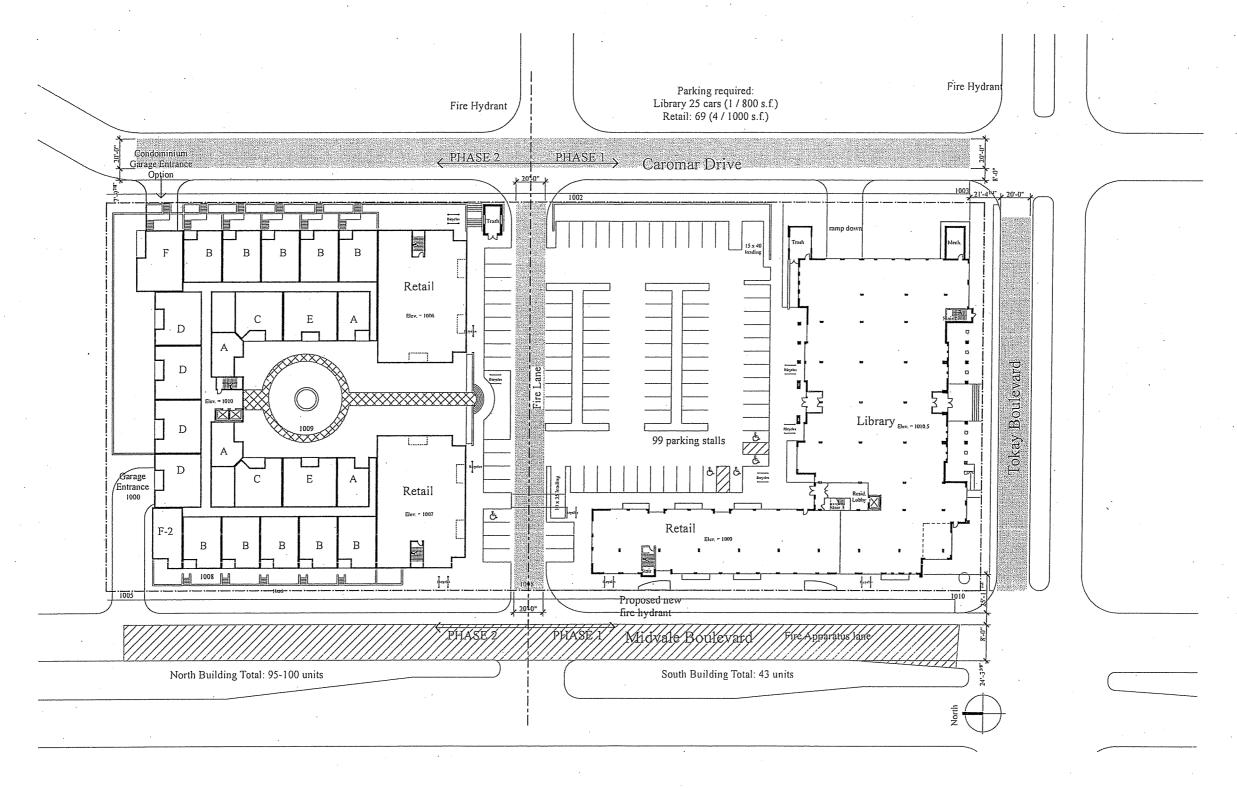
SGN+A and MSTSD



Phase I Details Sheet

SGN+A and MSTSD

Planning Architecture Landscape Architecture

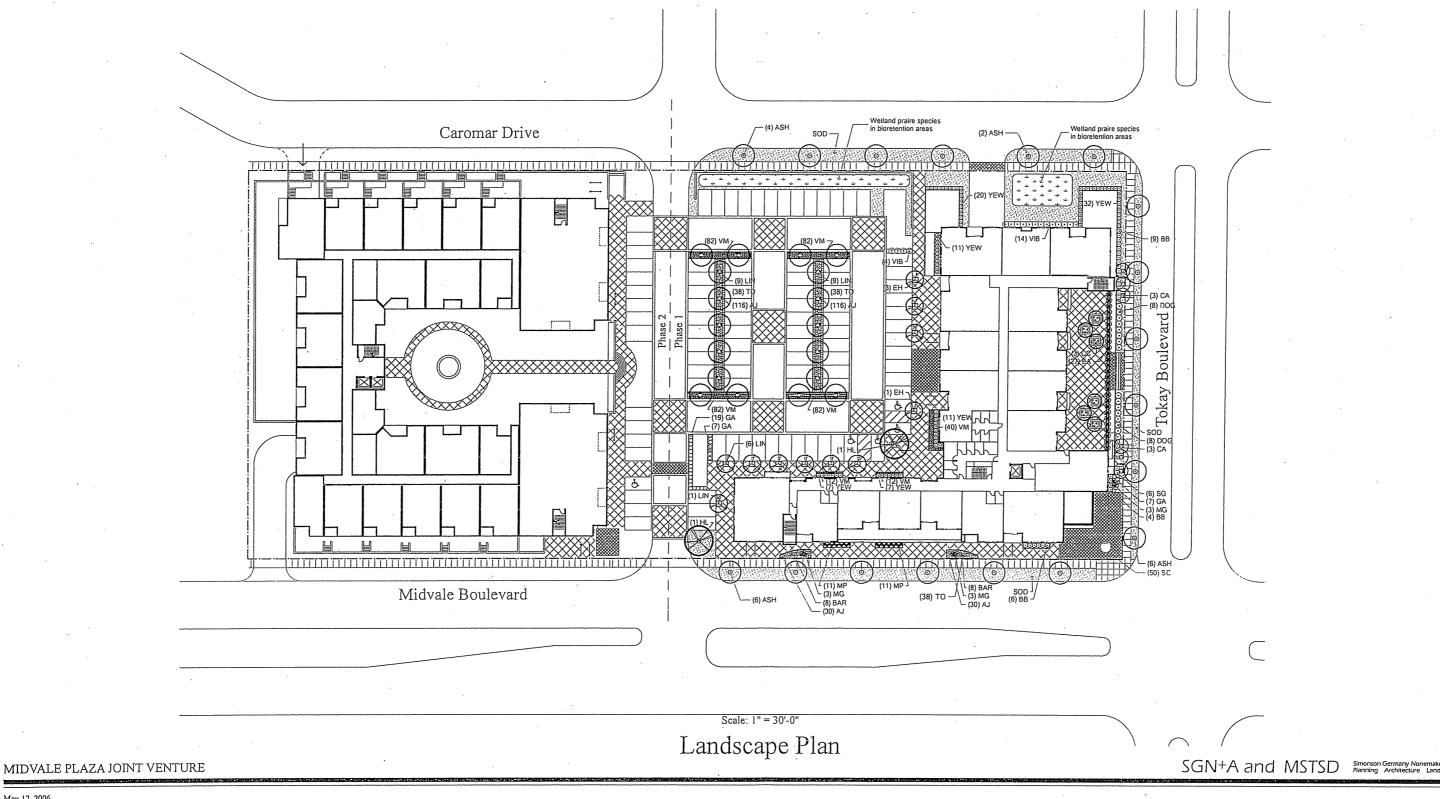


Scale: 1" = 30'-0"

Fire Protection Plan

MIDVALE PLAZA JOINT VENTURE

SGN+A and MSTSD SImonson Germany Nonem Planning Architecture Li



Midvale Plaza Joint Venture, LLP Planting Specifications

is hereinafter referred to as the <u>Owner</u> and may be represented by an approved representative. Simonson Germany Nonemaker + Associates hereinafter referred to as the <u>Landscape Architect</u>.

The contractor signing this Appeament, or his delygappointed presentative is hereinatter reterred to as the <u>Contractor</u>

Bidding is based on sheets

The competency and responsibility of Bidders will be considered in making the award. The Owner reserves the right to reject any or all bids, and to waive

Responsibilities of Contractor

Laws and Ordinances: The Contractor and all Subcontractors shall bind themselves to comply with all laws and ordinances and requirements of all authorities having jurisdiction over this property, and shall protect the owner from damage arising from viblation thereof.

The Contractor shall give his personal supervision to the work, and have a responsible superintendent continuously on the job to act for him.

Terms of payment will be as established by the Owner.

Public liability and property damage insurance will be as determined by the

Approval: The selection of all materials and execution of all operations required under these drawings and specifications are subject to approval of the

Rejection: The Landscape Architect or Owner shall have the right to reject all material and all work which in his opinion does not meet the requirements of the drawings and specifications at any stage of the operation, All rejected material shall be removed by the Contractor as directed.

The Contractor shall layout his work and set necessary markers and stakes, and be responsible for the corrections. The Landscape Architect, or Owner, reserves the right to reflocate shrubs and vrees from postilions on the plans prior to planting. The Contractor shall notify the Landscape Architect, Owner at least three (3) days in advance that the locations are staked and ready for approval prior to

While no new or unforeseen liems are anticipate, they shall be classed as extra work in they cannot be covered by any of the specifications or drawings. The Contractor's shall submit detailed prices for any extras to the Landscape Architect, and shall perform extras upon written acceptance from the Owner or Landscape Architect. In the absence of such written order, he shall not be entitled to payment for such extra work. All bills for extra work shall be submitted monthly.

Changes in the Work

The Landscape Architect shall have authority to order minor changes in the work not involving an adjustment in the contract sum or and extension of the contract documents. Such changes may be rejected by feld order or by written order. Such changes shall be binding on the Owner and Contractor.

The Owner without invalidating the contract, may order changes in the work consisting of additions, deletions or other revisions, with the contract time being adjusted accordingly. All changes in the work shall be authorized by change order and shall be executed under the applicable conditions to the contract

The Landscape Architect is the agent of the Owner. He has authority to stop work whenever such stoppage may be necessary to insure the proper execution of the Contract.

The Landscape Architect is the interpreter of the conditions of the contract and the judge of its performance; he shall side neither with the Owner nor with the Contractor, but shall use his powers under the Contract to enforce its faithful performance by both.

Should there be anything shown on the drawings but not described in the specifications, or not shown on the drawings but described in specification specifications, or not shown on the drawings but described in specifications, the same shall be fully executed and carried out as if drawn, shown, or described in both. The Contractor is not to make any alterations or corrections on the drawings or in the specifications. Should any error appear, the same is to be referred to the Landscape Architect before the bids are submitted, or the work is commerced, or as otherwise specified herein.

Landscape Contractor to verify all plant quantities prior to bid.

All contractors submitting proposals for this work shall first examine the site and all conditions at the site. All proposals shall take into consideration all such

Measurements, Layouts and Levels

All lines and levels necessary for the location and erection of the landscape construction and for the excavalion, filling, and grading work shall be established by the Contractor. The Contractor shall take his own measurements of the site, verifying it with the drawings, and shall be responsible for the proper fit of his portion of the completed work.

Extra changes or compensation will not be allowed on the account of differences between actual measurements and the dimensions shown on the drawings, but any such differences that may be found shall be submitted to the Landscape Architect for adjustment before proceeding with the work.

Substitution of Materials

The Contractor, <u>before submitting his bid</u>, shall locate all necessary materials as called for in the plans and specifications, and shall be assured of their availability

Substitutes will be permitted only upon admission of proof that specified plants are not obtainable, and with the authorization of the Landscape Architect. Written requests with nearest available size, and variety of plant, and price adjustments, are to be submitted to the Landscape Architect.

The Landscape Architect will not engage in any way to superintend so as to relieve the Contractor of responsibility for the consequences of neglect or carelessness by him or his subordinates.

Perform all work required to complete the landscape installation including all labor, materials, services, and equipment necessary and described herein and shown on the accompanying drawings.

Applicable Standards

American Standard for Nursery Stock, latest edition.

All plants shall conform to the standards as given in *Grades and Standards of Nursery Plants*, published by the AAN.

The Landscape Contractor is responsible for verification of all quantities. Any discrepancies shall be brought to the attention of the Landscape Architect; however, it's the Contractor's responsibility to provide all trees as shown on the plans, and plant beds so that each has the proper quantity of shrubs for the areas

Proposed trees are to be located either completely in or completely out of the planting beds. <u>Bedlines are not to be obstructed</u>.

The Landscape Contractor is responsible for all staking and guying of trees.

Existing Trees & Areas Outside of Grading Limits

Trees and vegetation to be saved shall be protected from damage by a wood fence barricade prior to or during clearing operations. Trees to be saved will be designated by the Owner. No trees are to be removed from areas outside the limits of grading from specifically designated undisturbed areas within the constructions area. It, in the opinion of the Landscape Architect, a contractor damages a tree not to be removes, the Contractor will be fired \$100.00 per caliner inch for each damaged tree. The Contractor will also be responsible for all costs in removing the damaged tree from the site.

The Contractor is responsible for the construction of all berms shown on the The Contractor is responsible for the construction of all before shown on the landscape planting plans of berm plans. Berms may be built of excavated soil from bed preparation and/or stockpile material, should follow contour according to plans. If more material is necessary for berm construction, Contractor is responsible for additional material. All grades should be smooth stopes to allow for mowing without scatiping alwar areas. Settling and refilling should be accomplished before planting grass, or other plant materials.

During the work, the premises are to be kept neat and orderly at all times. During the work, the premises are to be kept neat and orderly at all times. Storage areas for plants and other materials shall be so organized that they too are neat and orderly. All trash including debris resulting from removing weeds or from planting areas, preparing beds, or planting plants shall be removed from the site daily as the work progresses. All walks and drives shall be kept clean by sweeping and/or hosing. Excavated soil may be distributed on the site as directed by the Owner.

Acceptance for all landscape work shall be given after final inspection by the Owner and/or Landscape Architect, provided the job is in a completed, undamaged condition, and there is grass (substantial coverage) in all grass areas. At this lime, the Owner will assume maintenance on the accepted work Acceptance of partial phases will be considered by the Owner.

The Contractor shall maintain all trees, shrubs, and groundcover under this Contract until acceptance, by watering, mowing, spraying and replacing as necessary to keep plants in a healthy, vigorous condition, and shall rake beds

The Contractor shall maintain <u>all grass</u> areas under this Contract until acceptance by watering, mowing, spraying, etc. Occasional weeding may be required; however, it is anticipated that mowing will be sufficient to control weeds.

<u>Weeding</u>: Shall consist of digging out all plant material other than the desired shrubs and groundcovers every two weeks. Weeding may be handled by herbicide spraying at the Contractor's expense if it is acceptable to all parties

All plants shall be guaranteed by the Contractor, for a twelve (12) month period after date of acceptance. The Contractor shall replace all dead materials and all materials not in a vigorous, thiving condition, as soon as weather permits and on notification by the Landscape Architect. Plants, including trees, which have partially died so that shape, size, or symmetry have been damaged, shall be

Plants used for replacement shall be of the same kind of size as those originally planted, and shall be planted as originally specified, replacements shall carry a twelve (12) month guarantee from date of replacement. Any damage, Including runs in lawn and bed areas, incurred in making replacements shall be immediately repaired.

At the direction of the Landscape Architect, plants may be replaced at the start of next year's planting or digging season; but in such cases, dead plants shall be removed from the premises as soon as they are designated to be replaced.

<u>The Owner</u> agrees for the guarantee to be effective, he will water plants at least twice a week during dry periods and cultivate beds once a month after final

To insure that proper maintenance is being performed by the Owner during the guarantee period, the Contractor shall:

Make at least one site inspection every month to ascertain any

tenance deliciences.

Inform Owner's maintenance supervisor of any maintenance deficiencies.

Prepare written documentation of the site inspection noting all encies encountered, maintenance personnel who are made aware of encies, suggested remedy methods, and any other pertinent comments or

The Above guarantee shall not apply where plants die after acceptance because of injury by storms, drowning from floods, hall, freeze, insects, disease, injury by humans, machines or theft. These items are to be negonated between the Owner and Contractor.

Plant material shall be delivered to the site only after the beds are prepared and are ready for planting. All shipments of nursery materials shall be thoroughly protected from the sun and from drying winds during transit. All plants that

cannot be planted at once, after delivery to the site, shall be well protected against the possibility of drying by wind and sun. Ball of earth on B&B plan shall be kept covered with soil or other acceptable material. All plants remarks

Plants shall be nursery grown, healthy, vigorous, bushy, well balanced, of normal habit of growth for the species, and shall be free from disease, insect eggs and larvae. They shall have crown and root ball sizes that meet or exceed the standards set forth in 'Grades & Standards for Nursery Plants' by the AAN. The specified sizes shall be before pruning and plants shall be measured with their branches in normal position. Plants shall not be pruned prior to delivery, except upon special approval. All pruning of new trees and shrubs, as directed by the Landscape Architect, shall be executed by the Contractor at no additional cost to the Owner.

Trees shall be healthy, vigorous, full-branched, single leader, well shaped, and shall meet the trunk diameter, height, and spread requirements of the plant list, and meet the standards of 'Grades & Standards for Nursery Plants'. Balls shall be firm, neat, slightly tapered and well burlapped. Any tree loose in the ball or with broken ball at time of planting will be rejected. Balls shall be sized in accordance with the AAN Standards.

All shrubs and groundcovers shall be of "specimen" quality, full and bushy to the ground, and of compact growth.

All plants shall be hardy under climatic conditions similar to those in locality of the

Tree & Shrub Planting

Plant deciduous trees in tree-pit 2-0" grealer in diameter than ball and at a height that assures roper drainage and vigorous growth. Plant evergreen trees in tree-pits 2-0" greater in diameter than all at a height for proper drainage and vigorous growth. Fill bottom of pit (to depth of root ball) with a mixture of soil that shall be one (1) part existing top soil, to one (1) part expet most, so one part clean sand. After settling the tree, the pit shall be backfilled with soil mix, then carefully settled by watering to prevent air pockets. Form a 4" watering ing for each tree. Fertilize with Csmacolia at the rate recommended by the manufacturer.

Plant shrubs in beds 8" larger than the root ball and at a height which assures proper drainage and vigorous growth. Backfill with soil mixture in the same

All plant beds pius an area three feet greater in diameter than the ball around each tree shall be mulched with 3" of clean organic mulch.

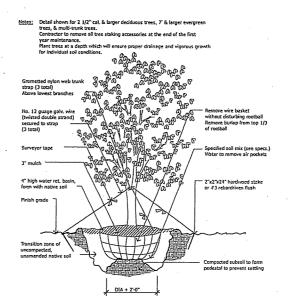
Groundcover / Seasonal Color

Groundcover beds shall be excavated to a depth of 6°. Remove all stones, roots, hardpan, debris, etc., Roto-till excavated bed to a depth of 6°. Add sufficient partings oil; I part organic, I part sand, 2 part top soil) to a size entire bed 6° above original grade. Fertilize with Osmacote fertilizer at the rate of four pounds per 100 square feet. Add 1 to 0 bonemeat per 50 square feet, rake in top 2° of planting soil, rake smoothly. Mulch with 3° mini bark chips.

All areas to be sodded shall be raked to a depth of 2° below finished grade of An areas to be solved shall be readed to a depth of 2 below initiated grade of seed or sod beds and raked smoothly. Areas next to sidewalks and curbs shall be graded down one inch below finish grade to allow for thickness of grass build-up. All grass areas shall be fertilized with a commercial fertilizer at the rate as

sod areas will be planted with sod as indicated on the plans. All sod shall be placed closely so joints are flush between blocks. Sodded areas shall be rolled with a 200 pound roller, watered thoroughly and rerolled.

Landscape Details and Specifications



Deciduous/ Multi-trunk tree planting Elevation

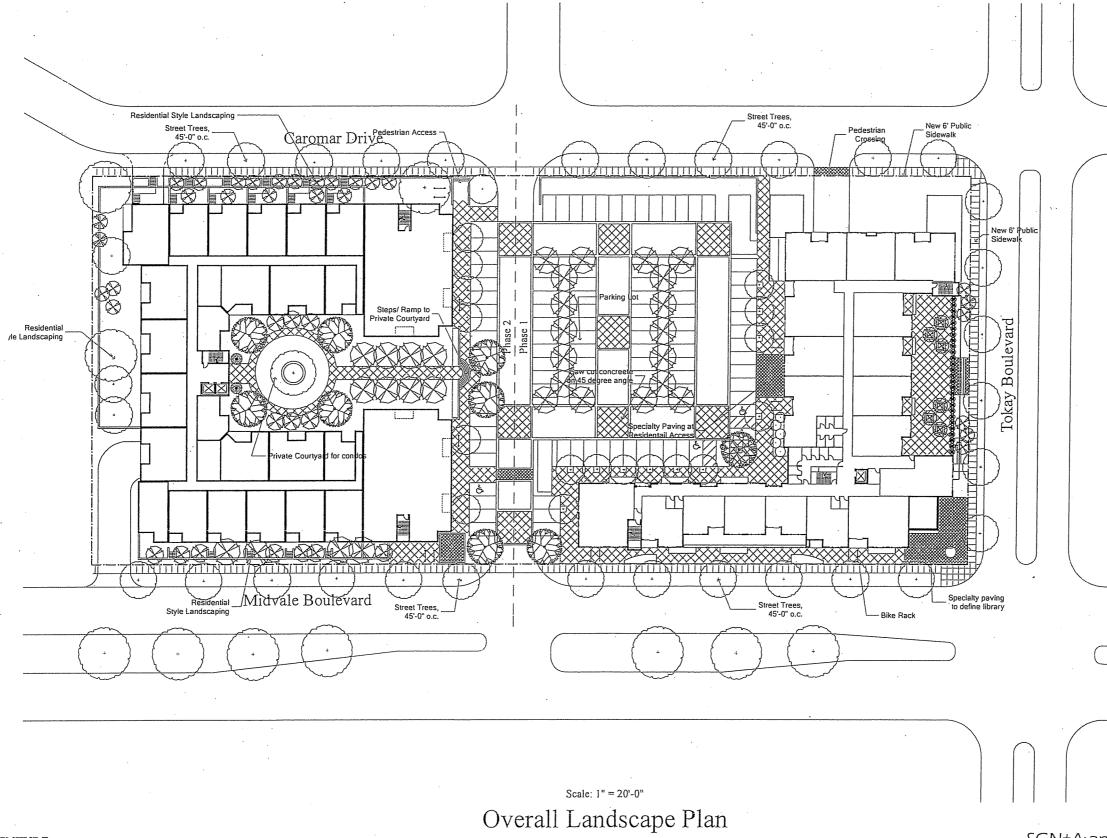
Note: Plant shrub at a depth which will ensure proper drainag and vigorous growth for individual soil conditions.

Shrub planting Not to scale

Plant List

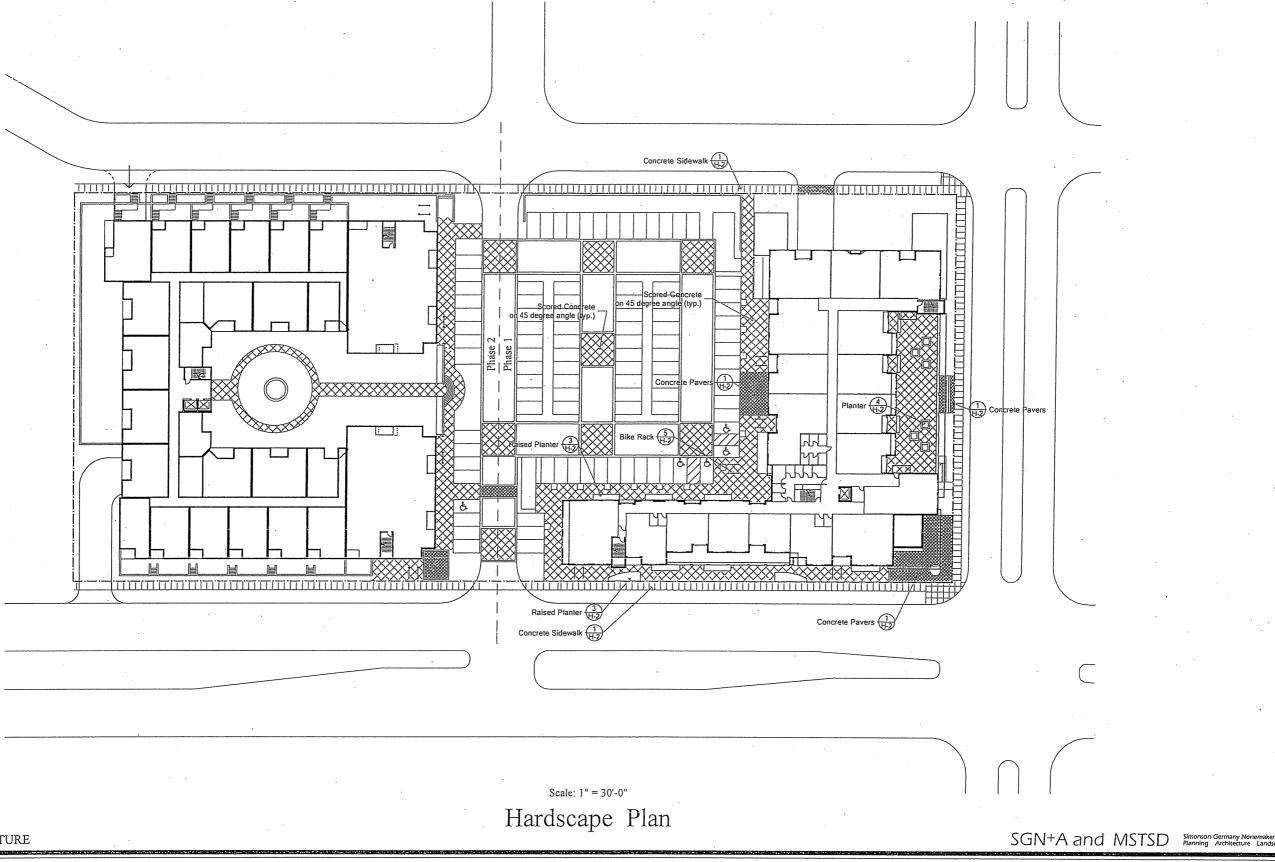
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MIDVALE PLAZA JOINT VENTURE

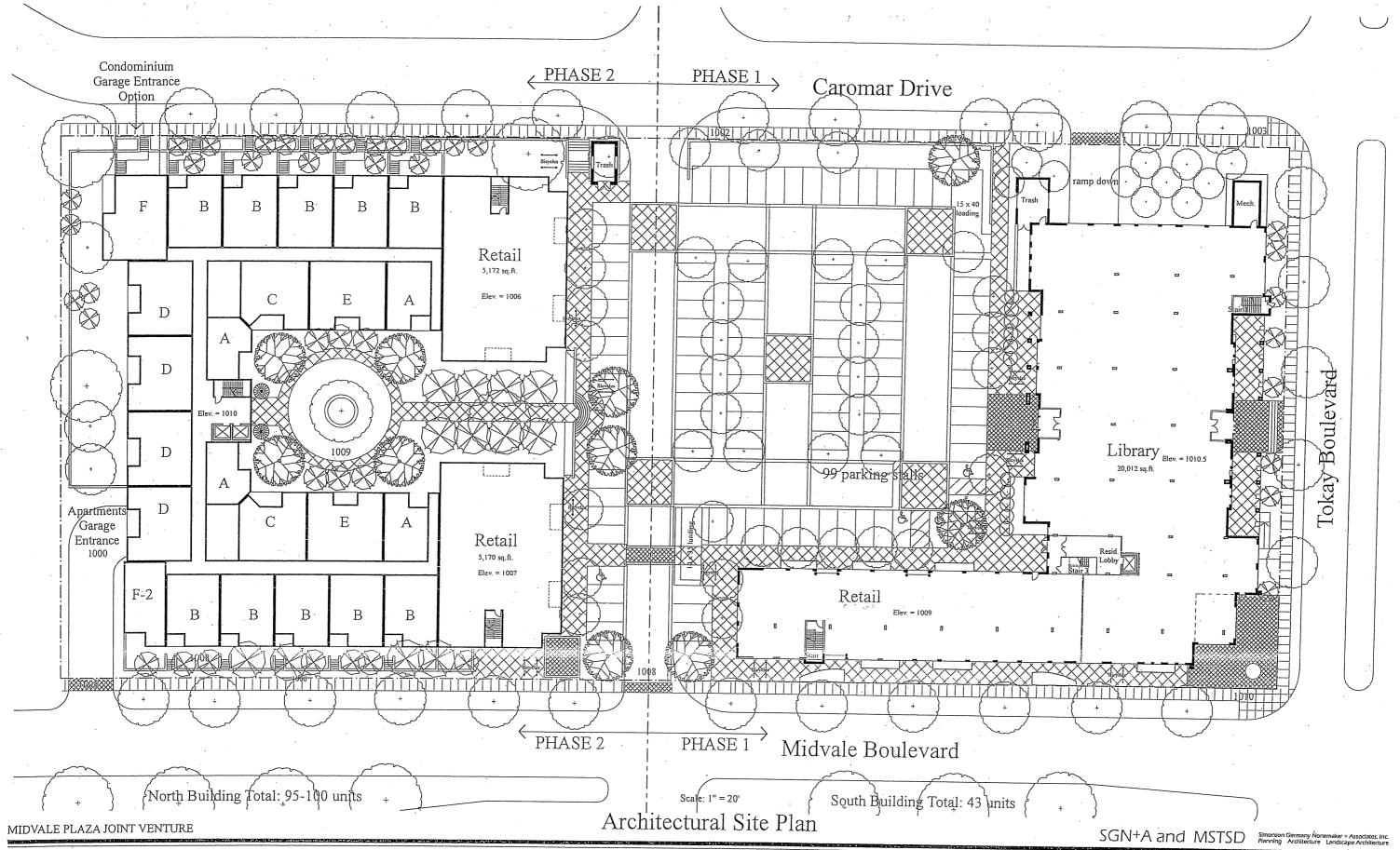


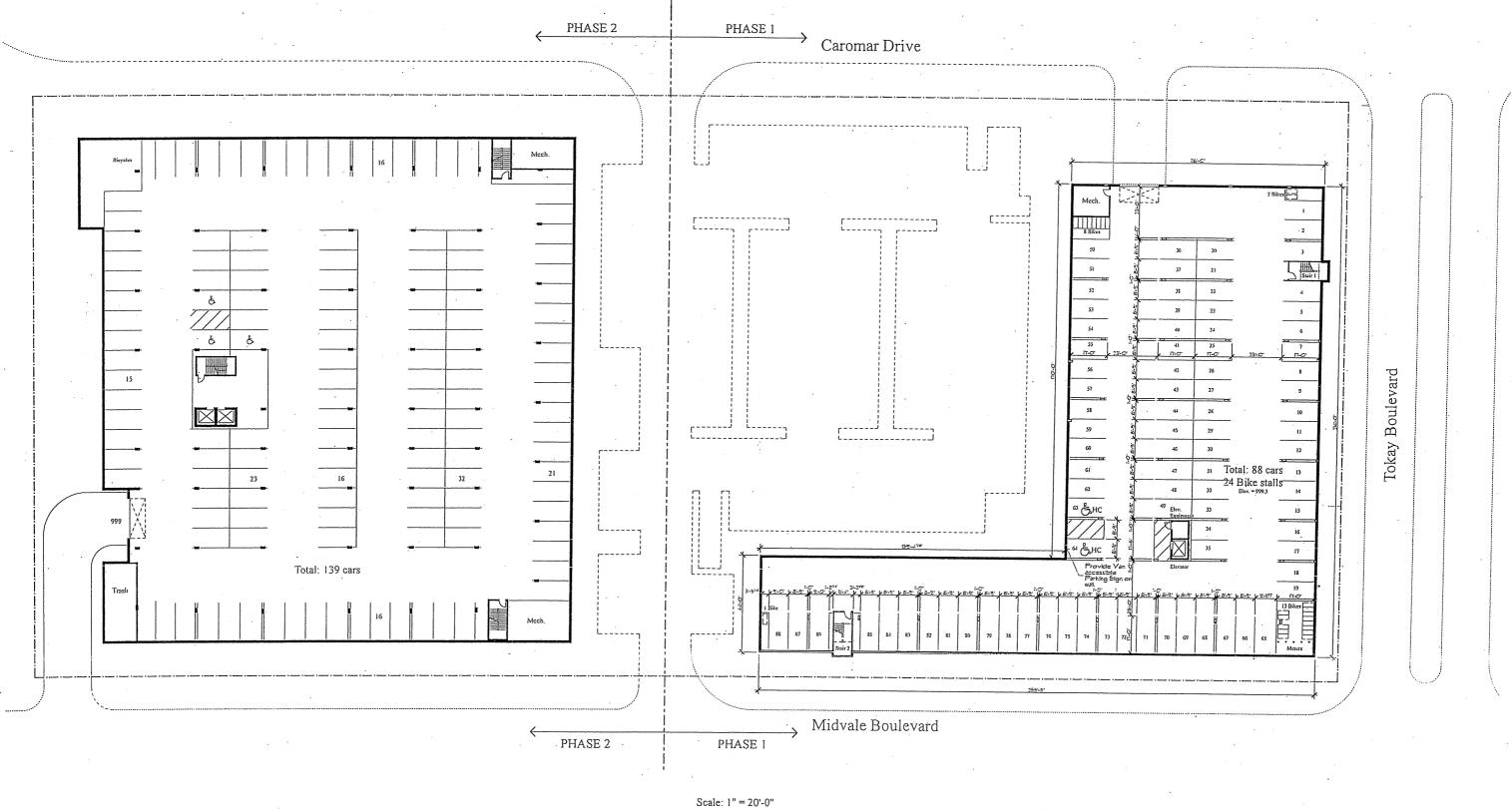
MIDVALE PLAZA JOINT VENTURE

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MIDVALE PLAZA JOINT VENTURE

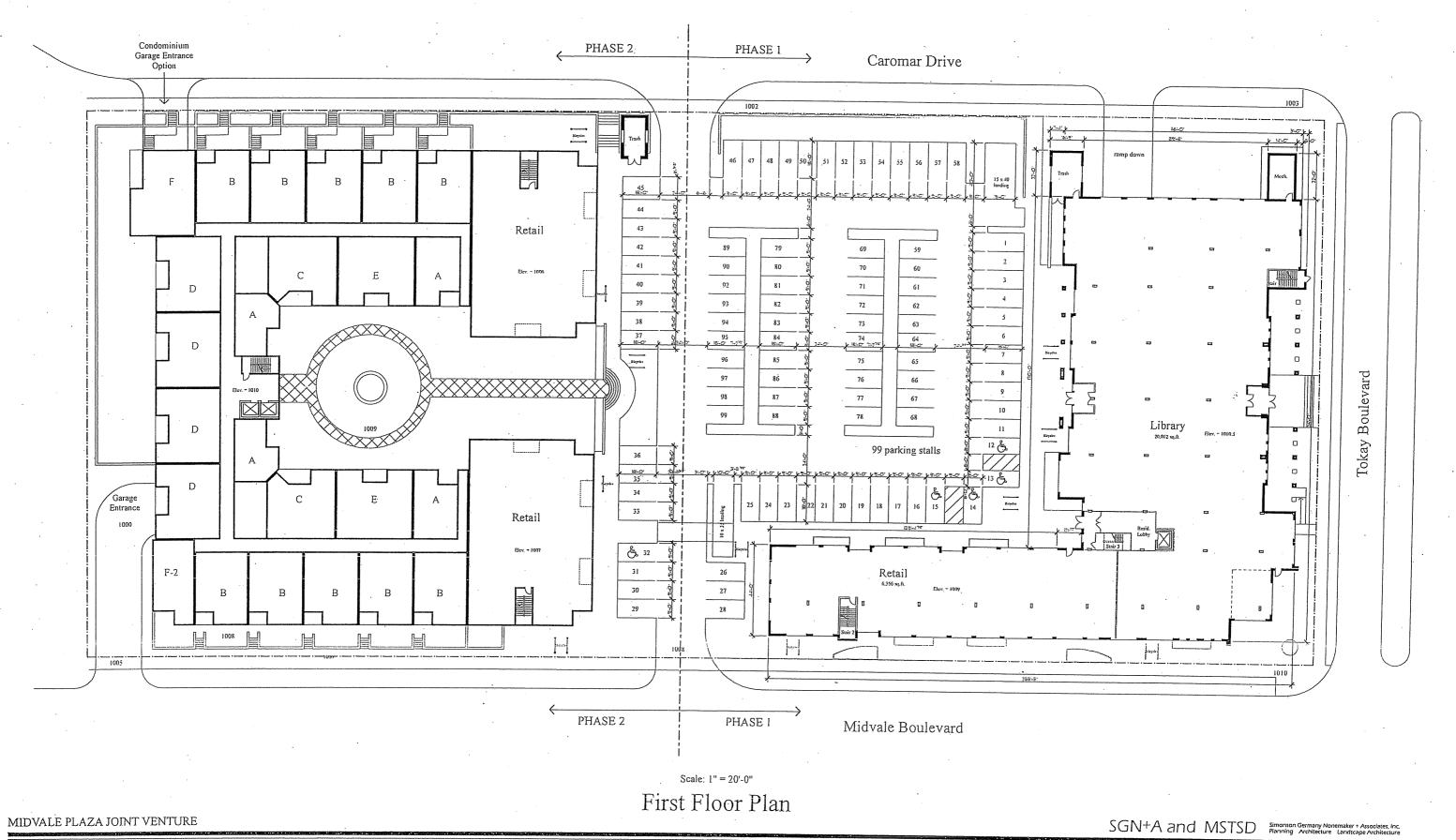


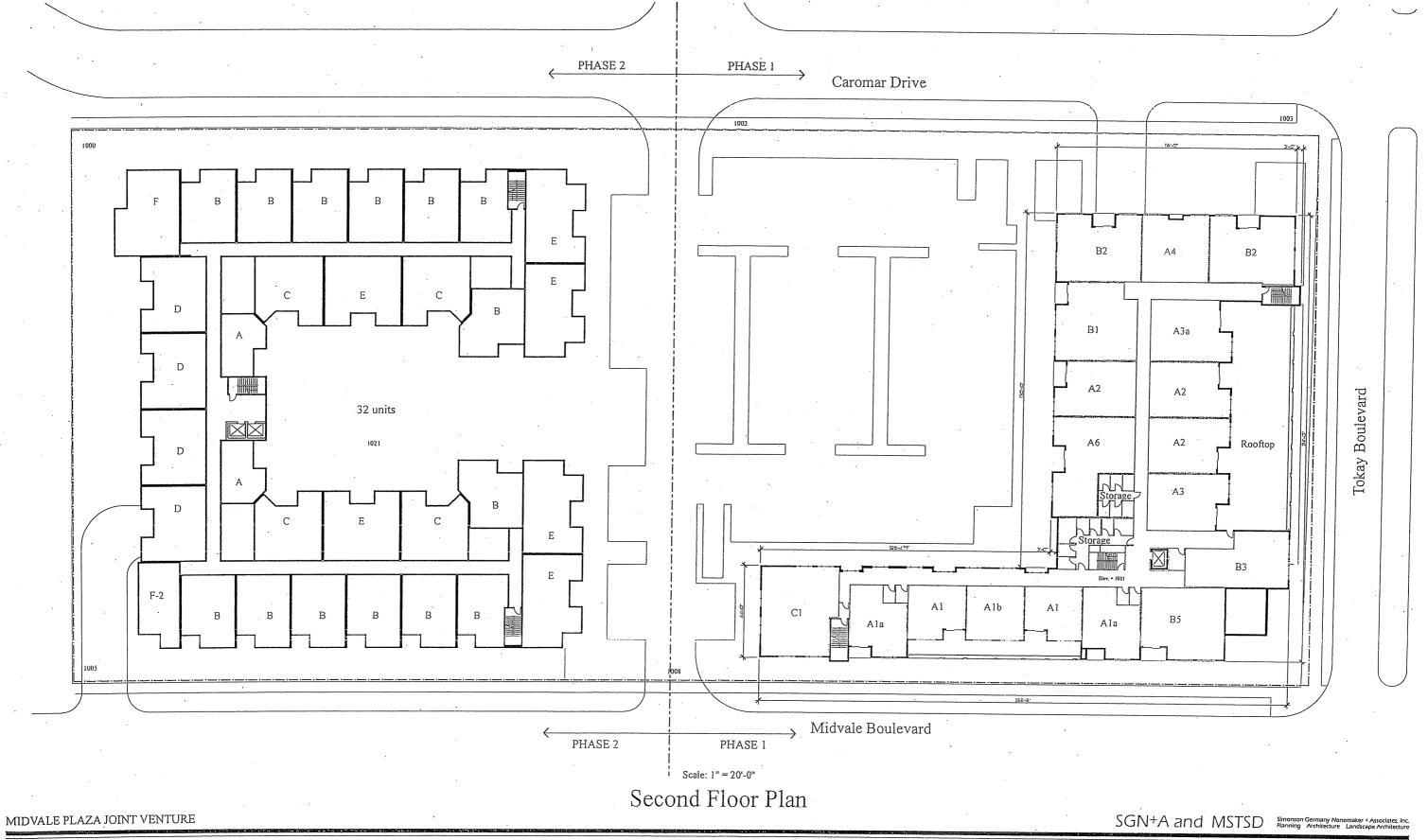


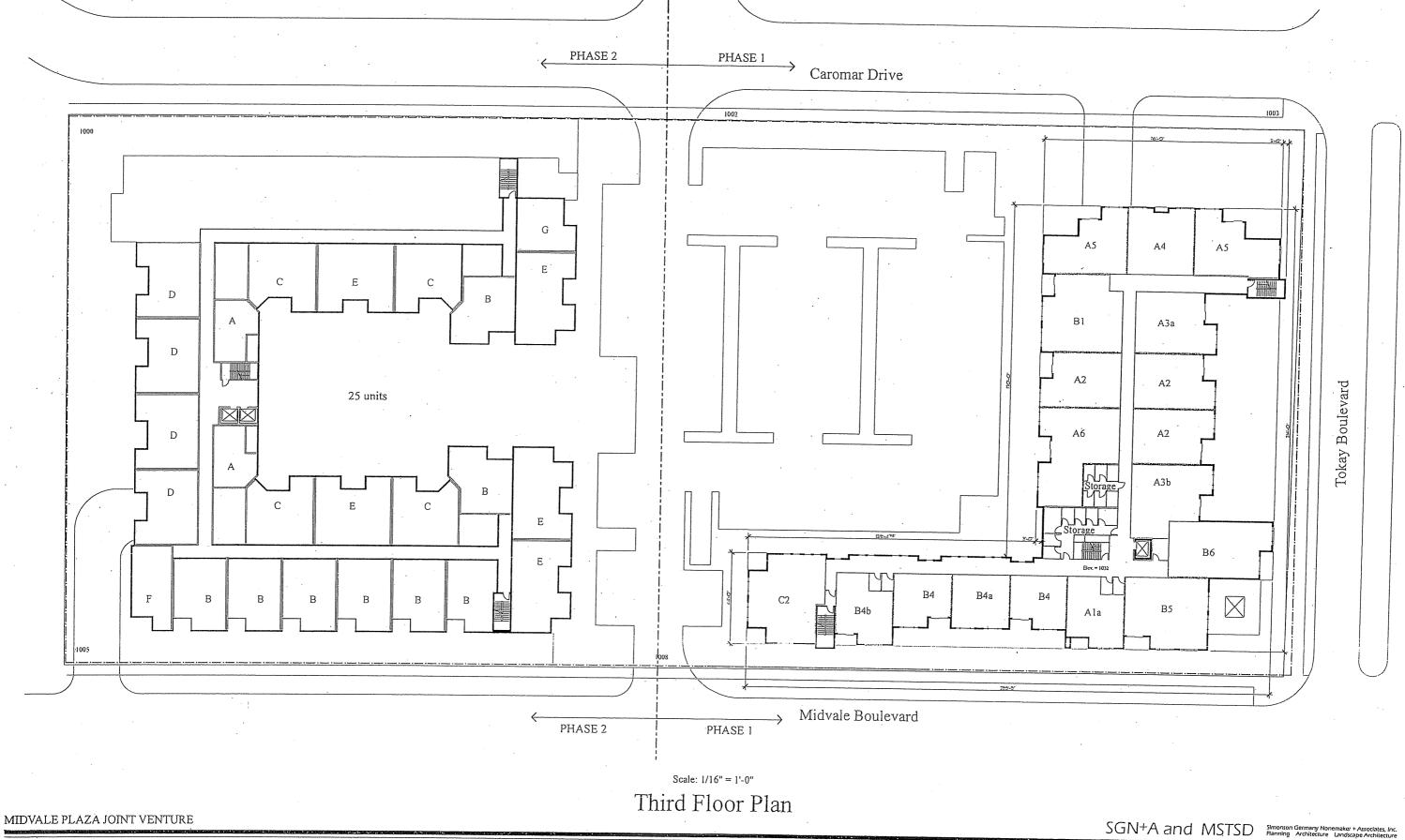
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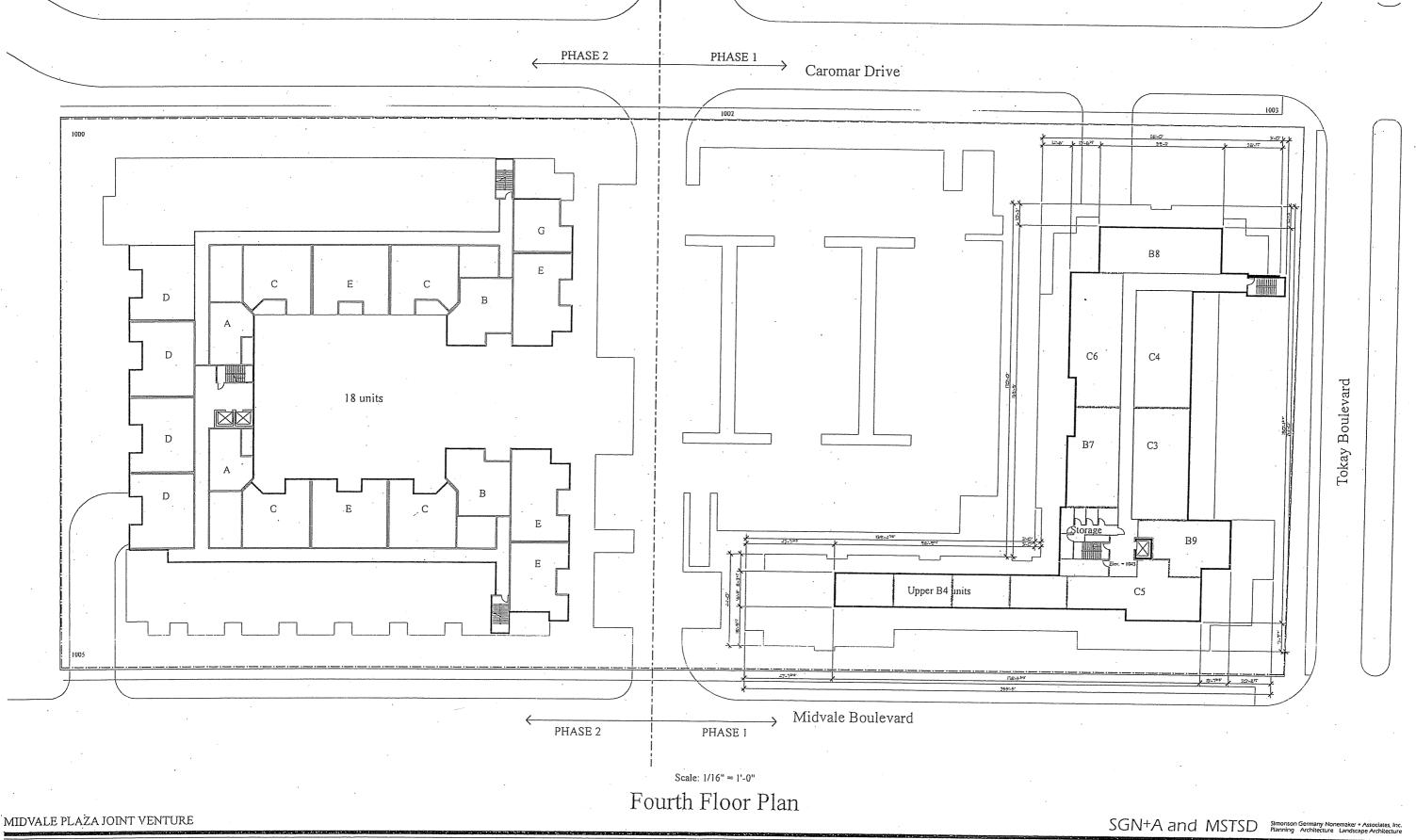
Parking Level Plan

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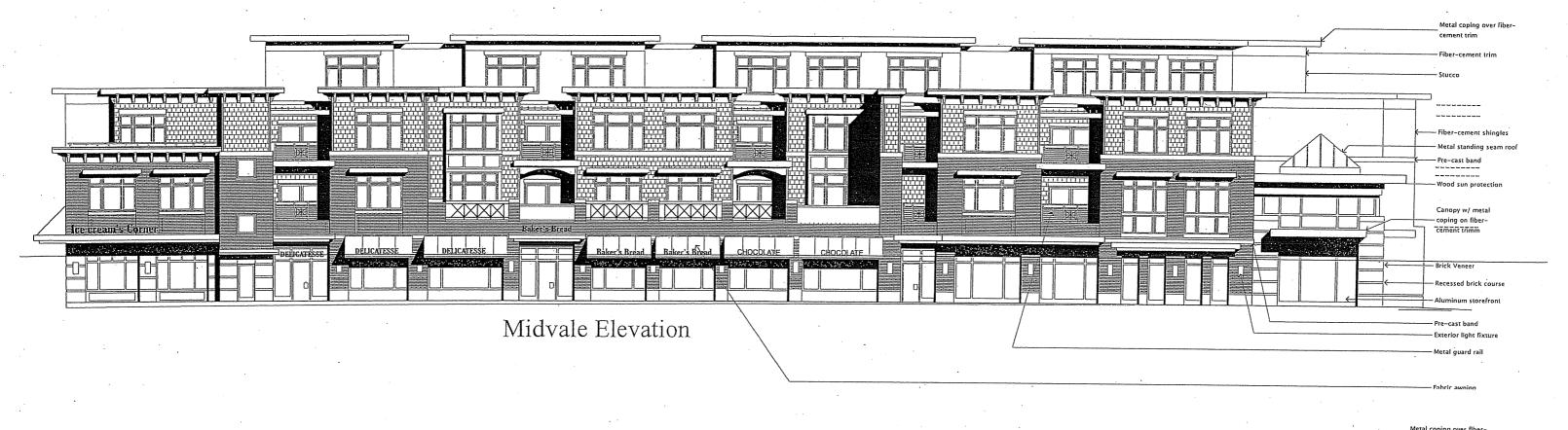


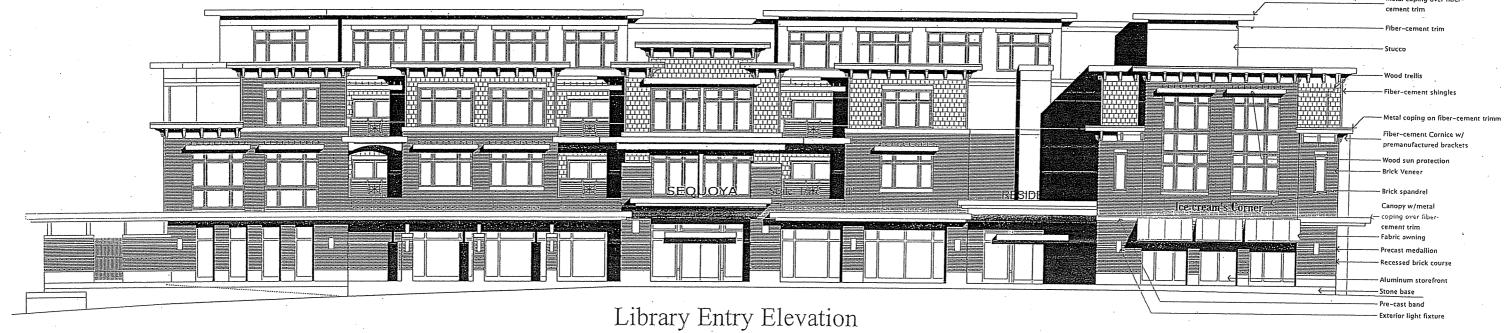




May 17 2006

A2.5





Scale: 1/8" = 1'-0"

Building Elevations

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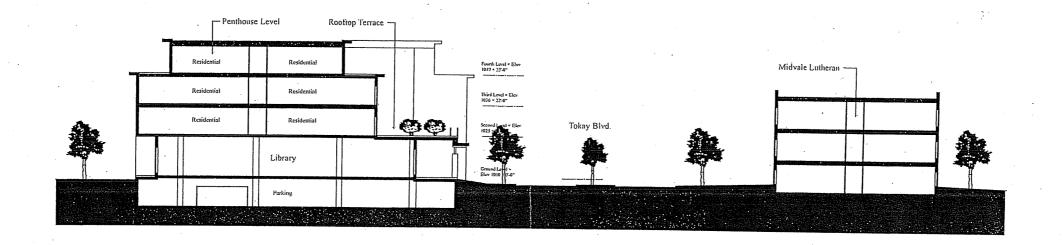
Caromar Drive Elevation

Scale: 1/8" = 1'-0"

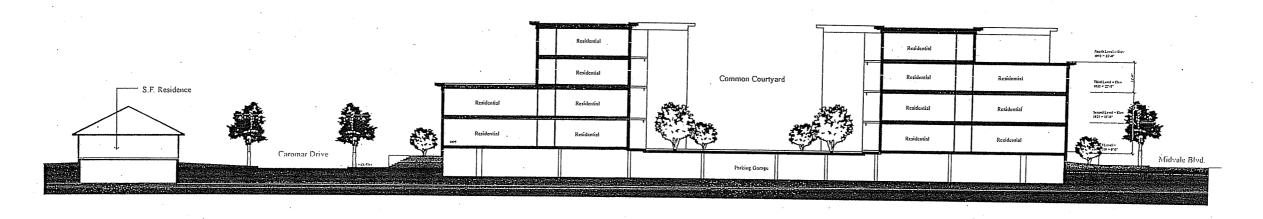
Building Elevations

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Section at Building Phase 1



Section at Building Phase 2

1/16"=1'-0"

Building Sections

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