

DRAFT TO CITY
(Hopeful dates included)
06/17/25

MASTER DEVELOPMENT AGREEMENT
FOR
THE JAZZ ARENA PARKING GARAGE

August 19, 2025

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NOT YET MODIFIED FOR THIS VERSION
Will complete on final version.

**MASTER DEVELOPMENT AGREEMENT
FOR THE
JAZZ ARENA PARKING GARAGE**

This MASTER DEVELOPMENT AGREEMENT is made and entered as of the 19th day of August, 2025, by and between Salt Lake City, a municipal corporation and political subdivision of the State of Utah; and the Jazz Arena Investors LLC, a Utah limited liability company.

RECITALS

- A. The capitalized terms used in these Recitals are defined in Section 1.2, below.
- B. Master Developer is developing the Property.
- C. Development of the Property will include the Parking Garage and Façade as defined in this MDA.
- D. Development of the Project pursuant to this MDA is acknowledged by the parties to be consistent with LUDMA and to operate for the benefit of the City, the Master Developer, and the general public.
- E. The City Council has reviewed this MDA and determined that it is consistent with LUDMA.
- F. The Parties acknowledge that development of the Property pursuant to this MDA will result in significant planning and economic benefits to the City and its residents by, among other things, requiring orderly development of the Parking Garage, Façade and related improvements and increasing property tax and other revenues to the City based on improvements to be constructed on the Property.
- G. Development of the Property pursuant to this MDA will also result in significant benefits to the Master Developer, by providing assurances to the Master Developer that it will have the ability to develop the Parking Garage and Façade in accordance with this MDA.
- H. The Master Developer and the City have cooperated in the preparation of this MDA.
- I. The Parties desire to enter into this MDA to specify the rights and responsibilities of the Master Developer to develop the Project as expressed in this MDA and the rights and responsibilities of the City to allow and regulate such development pursuant to the requirements of this MDA.
- J. The Parties understand and intend that this MDA is a “development agreement” within the meaning of, and entered into pursuant to the terms of, Utah Code Ann. §§ 10-9a-102(18) and -532 (2025).
- K. This MDA and all of its associated “legislative”, “broad, competing policy-considerations” and “generally applicable” decisions regarding the development of the Project as those terms are discussed in *Baker v Carlson*, 2018 UT 59, was considered by the Planning Commission on August 13, 2025 pursuant to Utah Code Ann. § 10-9a-532(2)(a)(iii) (2025), in making a recommendation to the City Council.
- L. The City believes that this MDA and the Design Standards and Engineer Standards for the Project constitutes the completion of the “legislative”, “broad, competing policy-considerations” and “generally applicable” decisions by the City Council regarding the development of the Parking Garage and Façade as those terms are discussed in *Baker v Carlson*, 2018 UT 59.

M. The City intends that the implementation of those “legislative”, “broad, competing policy-considerations” and “generally applicable” decisions through the provisions and processes of this MDA relating to “fixed criteria” are “administrative” in nature.

N. This City’s entry into this MDA is authorized by the adoption of Ordinance # _____ on August 19, 2025.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby conclusively acknowledged, the City and the Master Developer hereby agree to the following:

TERMS

1. **Incorporation of Recitals and Exhibits/ Definitions.**

1.1. **Incorporation.** The foregoing Recitals and Exhibits “A” – “E” are hereby incorporated into this MDA.

1.2. **Definitions.** As used in this MDA, the following terms, phrases, words, and their derivations shall have the meaning given herein where capitalized in this MDA. Words not defined herein shall have the same meaning as provided by the City’s Vested Laws. When consistent with the context, words used in the present tense include the future, words in the plural number include the singular number, words in the singular number include the plural number, and the use of any gender shall apply to all genders whenever the context requires. The words “shall” and “will” are mandatory and the word “may” is permissive. References to governmental entities (whether persons or entities) refer to those entities or their successors in authority. If specific provisions of law referred to herein are renumbered, then the reference shall be read to refer to the renumbered provision.

- 1.2.1. ***Administrative Modifications*** means those modifications to this MDA that can be approved by the Administrator pursuant to Section 10.
- 1.2.2. ***Administrator*** means the person designated by the City as the Administrator of this MDA.
- 1.2.3. ***Applicant*** means a person or entity submitting a Development Application.
- 1.2.4. ***Buildout*** means the completion of all of the Parking Garage and Façade in accordance with the approved plans.
- 1.2.5. ***City*** means Salt Lake City, a municipal corporation and political subdivision of the State of Utah.
- 1.2.6. ***City’s Future Laws*** means the ordinances, policies, standards, procedures, and processing fee schedules of the City which may be in effect as of a particular time in the future when a Development Application is submitted for a part of the Project, and which may or may not be applicable to the Development Application depending upon the provisions of this MDA.
- 1.2.7. ***City’s Vested Laws*** means the Zoning Ordinance of Salt Lake City, Title 21A, in effect as of the date of this MDA a digital copy of which is preserved [I suggested a time-stamped hash].
- 1.2.8. ***Council*** means the elected City Council of the City.

- 1.2.9. **Default** means a material breach of this MDA.
- 1.2.10. **Denial/Denied** means a formal denial issued by the final decision-making body of the City for a particular type of Development Application but does not include review comments or “redlines” by City staff.
- 1.2.11. **Design Standards** means the general standards for design of Parking Garage, Façade and related improvements as specified in Exhibit C.
- 1.2.12. **Development** means the development of the Project pursuant to an approved Development Application.
- 1.2.13. **Development Application** means an application to the City for development of a portion of the Project including any permit, certificate or other authorization from the City required for development of the Project.
- 1.2.14. **Dispute** means any disagreement between the Parties regarding the administration or implementation of the MDA, including but not limited to Denial or a Default.
- 1.2.15. **Dispute Resolution Process** means the processes for resolving any Dispute as specified in Section 8.
- 1.2.16. **Façade** means the façade for the Parking Garage as illustrated and generally specified in Exhibit C.
- 1.2.17. **LUDMA** means the Land Use, Development, and Management Act, Utah Code Ann. §§ 10-9a-101, et seq. (2025).
- 1.2.18. **Master Plan** means the general layout of the Parking Garage and Façade as illustrated on Exhibit “B”.
- 1.2.19. **Notice** means any notice to or from any party to this MDA that is either required or permitted to be given to another party.
- 1.2.20. **Master Developer** means Jazz Arena Investors LLC, which has a right to develop the Property.
- 1.2.21. **MDA** means this Master Development Agreement including all of its Exhibits.
- 1.2.22. **Parking Garage** means the Parking Garage as illustrated and generally specified in Exhibit B.
- 1.2.23. **Parties** means the Master Developer and the City.
- 1.2.24. **Party** means either the Master Developer or the City individually.
- 1.2.25. **Project** means the development of the Parking Garage, Façade and related improvements.
- 1.2.26. **Property** means the approximately nine and eighteen hundredths (9.18) acres as illustrated on Exhibit “B” and legally described in Exhibit “A”.

1.2.27. **Technical Standards** means a detailed listing of those engineering and other technical requirements for the development of the Project that may be different from those otherwise applicable under the City's Vested Laws as specified in Exhibit "D".

1.2.28. **Zoning** means the zoning of the Property as "D-4 Downtown Secondary Central Business District" as modified by this MDA and subject to the overlay signage provisions of Chapter 21A.46.

2. **Effect of MDA.** This MDA shall be the sole development agreement between the parties related to the Project and the Property.

3. **Development of the Project.**

3.1. **Compliance with this MDA.** Development of the Project shall be in accordance with the City's Vested Laws, the City's Future Laws (only to the extent that these are applicable as otherwise specified in this MDA), and this MDA.

3.2. **Parking Garage and Façade .** The Master Plan reflects the general layout and design of the Project .

3.3. **Design Standards and Technical Standards.** The Project shall be engineered and designed pursuant to the City's Vested Laws except as those may be modified by the Design Standards or the Technical Standards. If there is any conflict between the Design Standards or the Technical Standards with the City's Vested Laws the Design Standards and/or the Technical Standards shall control.

3.3.1. **Fees.** The Master Developer shall pay to the City the standard fees applicable to any submittal of a Development Application under the City's fee schedule in effect at the time of the application.

3.3.2. **City Cooperation and Approval.** The City shall cooperate reasonably and in good faith in promptly processing and reviewing all Development Applications in accordance with the procedures identified in this MDA. Development Applications shall be approved by the City if such Development Applications comply with the applicable portions of the City's Vested Laws as modified by this MDA, the City's Future Laws (if applicable), and this MDA.

3.3.3. **Intent of One-Time Review.** The City should endeavor to make all of its redlines, comments or suggestions at the time of the first review of the Development Application unless any changes to the Development Application raise new issues that need to be addressed.

3.3.4. **City Denial of a Development Application.** If the City denies a Development Application the City shall provide with the denial a Notice advising the Applicant of the reasons for denial including specifying the reasons the City believes that the Development Application is not consistent with this MDA, the Master Plan, and/or any applicable City's Vested Laws (or, if applicable, the City's Future Laws).

3.3.5. **Dispute Resolution.** The City's denial of any Development Application shall be subject to the Dispute Resolution Process.

4. Zoning and Vested Rights.

4.1.Vested Rights Granted by Approval of this MDA. To the maximum extent permissible under the laws of Utah and the United States and at equity, the City and the Master Developer intend that this MDA grants to the Master Developer all rights to develop the Project in fulfillment of this MDA except as specifically provided herein. The Parties intend that the rights granted to the Master Developer under this MDA are contractual and also those rights that exist under statute, common law and at equity. The Parties specifically intend that this MDA grants to the Master Developer “vested rights” as that term is construed in Utah’s common law and pursuant to Utah Code Ann. § 10-9a-509 (2025).

4.2.Exceptions. The restrictions on the applicability of the City’s Future Laws to the Project are subject to only the following exceptions:

- 4.2.1. ***Master Developer Agreement.*** City’s Future Laws that the Master Developer agrees in writing to the application thereof to the Project;
- 4.2.2. ***State and Federal Compliance.*** City’s Future Laws which are generally applicable to all properties in the City, and which are required to comply with State and Federal laws and regulations affecting the Project;
- 4.2.3. ***Codes.*** City’s Future Laws that are updates or amendments to existing building, plumbing, mechanical, electrical, dangerous buildings, drainage, or similar construction or safety related codes, such as the International Building Code, the APWA Specifications, AAHSTO Standards, the Manual on Uniform Traffic Control Devices or similar standards that are generated by a nationally or statewide recognized construction/safety organization, or by the State or Federal governments and are required to meet legitimate concerns related to public health, safety or welfare;
- 4.2.4. ***Taxes.*** Taxes, or modifications thereto, so long as such taxes are lawfully imposed and charged uniformly by the City to all properties, applications, persons, and entities similarly situated;
- 4.2.5. ***Fees.*** Changes to the amounts of fees (but not changes to the times provided in the City’s Vested Laws for the imposition or collection of such fees) for the processing of Development Applications that are generally applicable to all development within the City (or a portion of the City as specified in the lawfully adopted fee schedule) and which are adopted pursuant to State law;
- 4.2.6. ***Compelling, Countervailing Interest.*** Laws, rules or regulations that the City’s land use authority finds, on the record, are necessary to avoid jeopardizing a compelling, countervailing public interest pursuant to Utah Code Ann. § 10-9a-50(1)(a)(ii)(A) (2025).

4.3.Reserved Legislative Powers. The Parties acknowledge that under the laws of the State of Utah (including Utah Code Ann. § 10-9a-532 (2025)), the City’s authority to limit its police power by contract has certain restrictions. As such, the limitations, reservations, and exceptions set forth herein are intended to reserve for the City those police powers that cannot be so limited. Notwithstanding the retained power of the City to enact such legislation under the City’s police powers, such legislation shall only be applied to modify the vested rights of the Master Developer under the terms of this MDA based upon the policies, facts, and circumstances meeting the compelling, countervailing public interest exception to the vested rights doctrine in the State of Utah. Any such proposed legislative changes affecting the vested rights of the Master Developer under this MDA shall be of general application to all development activity in the City and, unless the City declares an

emergency, Master Developer shall be entitled to prior written notice and an opportunity to be heard with respect to any proposed change and its applicability to the Project under the compelling, countervailing public interest exception to the vested rights doctrine.

5. **Term of Agreement.** The term of this MDA shall be until December 31, 2028. If as of that date, the Master Developer is in compliance of this MDA and has not been declared to be in default as provided in Section 11, or if a default has been declared but has been cured or is in the process of being cured as provided therein, then this MDA shall be automatically extended until December 31, 2030, and, thereafter, for two (2) additional period of two (2) years each provided the forgoing condition is true. This MDA shall also terminate automatically at Buildout.

6. **Application Under City's Future Laws.** Without waiving any rights granted by this MDA, the Master Developer may at any time, and from time-to-time, choose to submit a Development Application for some or all of the Project under the City's Future Laws in effect at the time of the Development Application so long as the Master Developer is not in current breach of this Agreement. Any Development Application filed for consideration under the City's Future Laws shall be governed by all portions of the City's Future Laws related to the Development Application. The election by the Master Developer at any time to submit a Development Application under the City's Future Laws shall not be construed to prevent the Master Developer from applying for other Development Applications based on the City's Vested Laws.

7. **Default.**

7.1. **Notice.** If the Master Developer or the City fails to perform their respective obligations hereunder or to comply with the terms hereof, the party believing that a Default has occurred shall provide Notice to the other party.

7.2. **Contents of the Notice of Default.** The Notice of Default shall:

7.2.1. ***Specific Claim.*** Specify the claimed event of Default;

7.2.2. ***Applicable Provisions.*** Identify with particularity the provisions of any applicable law, rule, regulation, or provision of this MDA that is claimed to be in Default;

7.2.3. ***Materiality.*** Identify why the Default is claimed to be material; and

7.2.4. ***Optional Cure.*** If the City chooses, in its discretion, it may propose a method and time for curing the Default which shall be of no less than thirty (30) days duration.

7.2.5. ***Dispute Resolution.*** Upon the issuance of a Notice of Default or, if the optional curing period is provided, upon failure to timely cure a claimed Default, the Parties shall engage in the Dispute Resolution Processes.

7.3. **Remedies.** If the Parties are not able to resolve the Default by the Dispute Resolution Processes, then the Parties may have the following remedies:

7.3.1. ***Law and Equity.*** All rights and remedies available in law and equity including, but not limited to, injunctive relief and/or specific performance.

7.3.2. ***Security.*** The right to draw on any security posted or provided in connection with the Project and relating to remedying of the particular Default.

7.4. **Public Meeting.** Before any remedy in Section 7.3 may be imposed by the City, the

party allegedly in Default shall be afforded the right to attend a public meeting before the City Council and address the claimed Default.

7.5. **Emergency Defaults.** Anything in this MDA notwithstanding, if the City Council finds on the record that a default materially impairs a compelling, countervailing interest of the City and that any delays in imposing such a default would also impair a compelling, countervailing interest of the City, then the City may impose the remedies of Section 7.3 without the requirements of Sections 7.4. The City shall give Notice to the Master Developer of any public meeting at which an emergency default is to be considered and the Master Developer shall be allowed to address the City Council at that meeting regarding the claimed emergency Default.

7.6. **Extended Cure Period.** If any Default cannot be reasonably cured within thirty (30) days, then such cure period shall be extended so long as the defaulting Party is pursuing a cure with reasonable diligence. The burden of proof of reasonable diligence shall be on the defaulting Party.

8. **Dispute Resolution.** Unless otherwise provided in the MDA, any Dispute shall be resolved as follows.

8.1. **Meet and Confer regarding Development Application Denials.** The City and Applicant shall meet within fifteen (15) business days of any Dispute to resolve the issues specified in the Dispute.

8.2. **Mediation of Disputes.**

8.2.1. ***Issues Subject to Mediation.*** Disputes that are not subject to arbitration provided in Section 8.3 shall be mediated.

8.2.2. ***Mediation Process.*** If the City and the Applicant are unable to resolve a Dispute that is subject to mediation, the parties shall attempt within ten (10) business days to appoint a mutually acceptable mediator with knowledge of the legal or factual issue of the Dispute. If the Parties are unable to agree on a single acceptable mediator, they shall each within ten (10) business days, appoint their own representative. These two representatives shall, between them, choose the single mediator. The Applicant shall pay the fees of the chosen mediator. The chosen mediator shall within fifteen (15) business days, review the positions of the parties regarding the Dispute and promptly attempt to mediate the Dispute between the parties. If the parties are unable to reach agreement, the mediator shall notify the parties in writing of the resolution that the mediator deems appropriate. The mediator's opinion shall not be binding on the parties.

8.3. **Arbitration of Disputes.**

8.3.1. ***Issues Subject to Arbitration.*** Issues regarding a Dispute that are subject to resolution by scientific or technical experts such as traffic impacts, water quality impacts, pollution impacts, etc. are subject to arbitration.

8.3.2. ***Mediation Required Before Arbitration.*** Prior to any arbitration the parties shall first attempt mediation as specified in Section 8.2.

8.3.3. ***Arbitration Process.*** If the City and the Applicant are unable to resolve an issue through mediation, the parties shall attempt within ten (10) business days to appoint a mutually acceptable expert in the professional discipline(s) of the Dispute. If the parties are unable to agree on a single acceptable arbitrator, they shall each, within ten (10) business days,

appoint their own individual appropriate expert. These two experts shall, between them, choose the single arbitrator. The Applicant shall pay the fees of the chosen arbitrator. The chosen arbitrator shall within fifteen (15) business days, review the positions of the parties regarding the arbitration issue and render a decision. The arbitrator shall ask the prevailing party to draft a proposed order for consideration and objection by the other side. Upon adoption by the arbitrator, and consideration of such objections, the arbitrator's decision shall be final and binding upon both parties. If the arbitrator determines as a part of the decision that the City's position was not only incorrect but was also maintained unreasonably and not in good faith, then the arbitrator may order the City to pay the arbitrator's fees.

8.4. **District Court.** If the Dispute is not subject to arbitration then, after exhausting the Meet and Confer and Mediation processes above, the Parties may seek relief in the Third District Court.

9. **Notices.** All notices required or permitted under this Amended Development Agreement shall, in addition to other means of transmission, be given in writing by certified mail and regular mail to the following address:

To Master Developer: Jazz Arena Investors LLC
Attn: Mr. _____
1420 South 500 West
Salt Lake City, UT 84115

With a Copy to: General Counsel
1420 South 500 West
Salt Lake City, UT 84115
legal@teamseg.com

With a Copy to: Bruce R. Baird, Esq.
Bruce R. Baird PLLC
2150 South 1300 East, Fifth Floor
Salt Lake City, UT 84106
bbaird@difficultdirt.com

To City: Salt Lake City
Attn: Mayor
451 South State Street
Salt Lake City, UT 84111

With a Copy to: Salt Lake City Attorney
451 South State Street
Salt Lake City, UT 84111

9.1. **Effectiveness of Notice.** Except as otherwise provided in this MDA, each Notice shall be effective and shall be deemed delivered on the earlier of:

- 9.1.1. **Hand Delivery.** The day it is delivered personally or by courier service.
- 9.1.2. **Electronic Delivery.** Its actual receipt if delivered electronically by email provided that a copy of the email is printed out in physical form and mailed or personally delivered as set forth herein on the same day and the sending party has an electronic receipt of the delivery of the Notice. If the copy is not sent on the same day, then notice shall be deemed effective the date that the mailing or personal delivery occurs.
- 9.1.3. **Mailing.** On the day the Notice is postmarked for mailing, postage prepaid, by First Class or Certified United States Mail and actually deposited in or delivered to the United States Mail. Any party may change its address for Notice under this MDA by giving written Notice to the other party in accordance with the provisions of this Section.

10. Administrative Modifications.

10.1. **Allowable Administrative Applications:** The following modifications to the applicability of this MDA may be considered and approved by the Administrator.

- 10.1.1. **Infrastructure.** Modification of the precise design, materials, attachments and/or sizing of the Project that does not materially change the functionality of the Parking Garage and Façade or degrade the quality or appearance of the Parking Garage and Façade .
- 10.1.2. **Minor Amendment.** Any other modification deemed to be a minor routine and uncontested modification by the Administrator.

10.2. **Application to Administrator.** Applications for Administrative Modifications may only be requested by the Master Developer and shall be filed with the Administrator.

10.3. **Administrator's Review of Administrative Modification.** The Administrator shall consider and decide upon the Administrative Modification within a reasonable time not to exceed forty-five (45) days from the date of submission of a complete application for an Administrative Modification. If the Administrator approves the Administrative Modification, the Administrator shall record notice of such approval against the applicable portion of the Property in the official City records.

10.4. **Appeal of Administrator's Denial of Administrative Modification.** If the Administrator denies any proposed Administrative Modification, the Applicant may process the proposed Administrative Modification pursuant to the Dispute Resolution Process.

11. **Estoppel Certificate.** If the Master Developer is not, in fact, in default then, upon twenty (20) days prior written request by the Master Developer, the City will execute an estoppel certificate to any third party certifying that the Master Developer, as the case may be, at that time is not in default of the terms of this Agreement.

12. **Attorney's Fees.** In addition to any other relief, the prevailing Party in any action, whether at law, in equity or by arbitration, to enforce any provision of this MDA shall be entitled to its costs of action including a reasonable attorneys' fee. This shall not apply to mediation in accordance with Section 12.2.

13. **Headings.** The captions used in this MDA are for convenience only and are not intended to be substantive provisions or evidence of intent.

14. **No Third-Party Rights/No Joint Venture.** This MDA does not create a joint venture relationship, partnership or agency relationship between the City and the Master Developer. Further,

the Parties do not intend this MDA to create any third-party beneficiary rights. The Parties acknowledge that this MDA refers to a private development and that the City has no interest in, responsibility for or duty to any third parties concerning any improvements to the Property unless the City has accepted the dedication of such improvements at which time all rights and responsibilities, except for warranty bond requirements under City's Vested Laws and as allowed by State law, for the dedicated public improvement shall be the City's.

15. **Assignability.** The rights and responsibilities of the Master Developer under this MDA may be assigned in whole or in part by the Master Developer with the consent of the City as provided herein.

15.1. **City Objection.** The City may withhold its consent only if the City is not reasonably satisfied of the assignee's financial ability to perform the obligations of the Master Developer proposed to be assigned or there is an existing breach of a development obligation owed to the City by the proposed assignee or related entity that has not either been cured or in the process of being cured in a manner acceptable to the City. The City may also deny any proposed assignment if the proposed assignee has a documented record of failing to perform on any other development projects in the City or elsewhere

15.2. **Dispute Resolution.** Any dispute regarding this section shall be resolved pursuant to the Dispute Resolution Process.

15.3. **Assignees Bound by MDA.** Any assignee shall consent in writing to be bound by the assigned terms and conditions of this MDA as a condition precedent to the effectiveness of the assignment.

15.4. **Recorded Notice.** An instrument shall be recorded specifying the material details of any assignment. The recorded instrument shall be signed by the Master Developer and the assignee. The City shall also sign acknowledging that it has notice of the assignment and that the recorded instrument complies with this subsection.

16. **No Waiver.** No waiver of any of the terms of this Agreement shall be valid unless in writing and expressly designated as such. Any forbearance or delay on the part of either party in enforcing any of its rights as set forth in this Agreement shall not be construed as a waiver of such right for such occurrence or any other occurrence. Any waiver by either party of any breach of any kind or character whatsoever by the other shall not be construed as a continuing waiver of, or consent to any subsequent breach of this Agreement.

17. **Further Documentation.** This MDA is entered into by the Parties with the recognition and anticipation that subsequent agreements implementing and carrying out the provisions of this MDA may be necessary. The Parties shall negotiate in good faith with respect to all such future agreements.

18. **Severability.** If any provision of this MDA is held by a court of competent jurisdiction to be invalid for any reason, the Parties consider and intend that this MDA shall be deemed amended to the extent necessary to make it consistent with such decision and the balance of this MDA shall remain in full force and affect.

19. **Force Majeure.** Any prevention, delay or stoppage of the performance of any obligation under this Agreement which is due to strikes, labor disputes, inability to obtain labor, materials, equipment or reasonable substitutes therefor; acts of nature, governmental restrictions, regulations or controls, judicial orders, enemy or hostile government actions, wars, civil commotions, fires or other casualties or other causes beyond the reasonable control of the Party obligated to perform hereunder shall excuse performance of the obligation by that Party for a period equal to the duration of that prevention, delay or stoppage.

20. **Time is of the Essence.** Time is of the essence to this MDA, and every right or

responsibility shall be performed within the times specified.

21. **Appointment of Representatives.** To further the commitment of the parties to cooperate in the implementation of this MDA, the City and the Master Developer each shall designate and appoint a representative to act as a liaison between the City and its various departments and the Master Developer. The initial representative for the City shall be the Planning Division Director. The initial representative for the Master Developer shall be _____. The Parties may change their designated representatives by Notice. The representatives shall be available at all reasonable times to discuss and review the performance of the Parties to this MDA and the development of the Project.

22. **Rights of Access.** The City Engineer and other representatives of the City shall have a reasonable right of access to the Property, and all areas of development or construction done pursuant to this MDA during development and construction, to inspect or observe the work on the improvements and to make such inspections and tests as are allowed or required under the City regulations.

23. **Mutual Drafting.** Each party has participated in negotiating and drafting this MDA and therefore no provision of this MDA shall be construed for or against either party based on which party drafted any particular portion of this MDA.

24. **Applicable Law.** This MDA is entered into in Salt Lake City in the State of Utah and shall be construed in accordance with the laws of the State of Utah irrespective of Utah's choice of law rules.

25. **Venue.** Any action to enforce this MDA shall be brought only in the Third District Court for the State of Utah, Salt Lake City.

26. **Entire Agreement.** This MDA, and all Exhibits thereto, is the entire agreement between the Parties and may not be amended or modified except either as provided herein or by a subsequent written amendment signed by all Parties.

27. **Recordation and Running with the Land.** This MDA shall be recorded in the chain of title for the Property. This MDA shall be deemed to run with the land.

28. **Authority.** The Parties to this MDA each warrant that they have all of the necessary authority to execute this MDA. Specifically, on behalf of the City, the signature of the Mayor is affixed to this MDA lawfully binding the City pursuant to Ordinance No. _____ adopted by the City Council on August 19, 2025.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by and through their respective, duly authorized representatives as of August 19, 2025.

TABLE OF EXHIBITS

Exhibit “A”	Legal Description of The Property
Exhibit “B”	Master Plan
Exhibit “C”	Design Standards
Exhibit “D”	Technical Standards
Exhibit “E”	City’s Vested Laws [Again, I suggest referencing a time-stamped hash]

[signatures on following pages]

CITY

Salt Lake CITY

_____, Mayor

ATTEST

_____, City Recorder

Office of the City Attorney
Approved as to form and legality

CITY ACKNOWLEDGMENT

STATE OF UTAH)
 :SS
COUNTY OF SALT LAKE)

On the 19th day of August, 2025, personally appeared before me Erin Mendenhall duly sworn, did say that she is the Mayor of Salt Lake City, a municipal corporation and political subdivision of the State of Utah and that the foregoing instrument was duly authorized by the City pursuant to an Ordinance adopted at a lawful meeting of the City Council.

NOTARY PUBLIC

MASTER DEVELOPER

JAZZ ARENA INVESTORS LLC

A Utah limited liability company

_____, Manager

MASTER DEVELOPER ACKNOWLEDGMENT

STATE OF UTAH)
 :SS
COUNTY OF SALT LAKE)

On the 19th day of August, 2025, personally appeared before me _____ duly sworn, did say that he is the Manager of **JAZZ ARENA INVESTORS LLC**, a Utah limited liability company, and that the foregoing instrument was duly authorized by the company at a lawful meeting held by authority of its operating agreement and signed in behalf of said company.

NOTARY PUBLIC

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

BEG AT THE NE COR OF BLK 79, PLAT A, SLC SUR; S 0°13'31" W 660.36 FT; N 89°46'55" W 660.70 FT; N 0°14'38" E 390.25 FT; N 45°16'17" E 382.34 FT; S 89°46'56" E 390.01 FT TO BEG.
 (BEING PT OF LOTS 4 & 5 & ALL OF LOTS 1 THRU 3 & 6 THU 8, BLK 79, PLAT A, SLC SUR).
 9.176 AC M OR L. 5918-838 6175-1443 6227-1454,1482

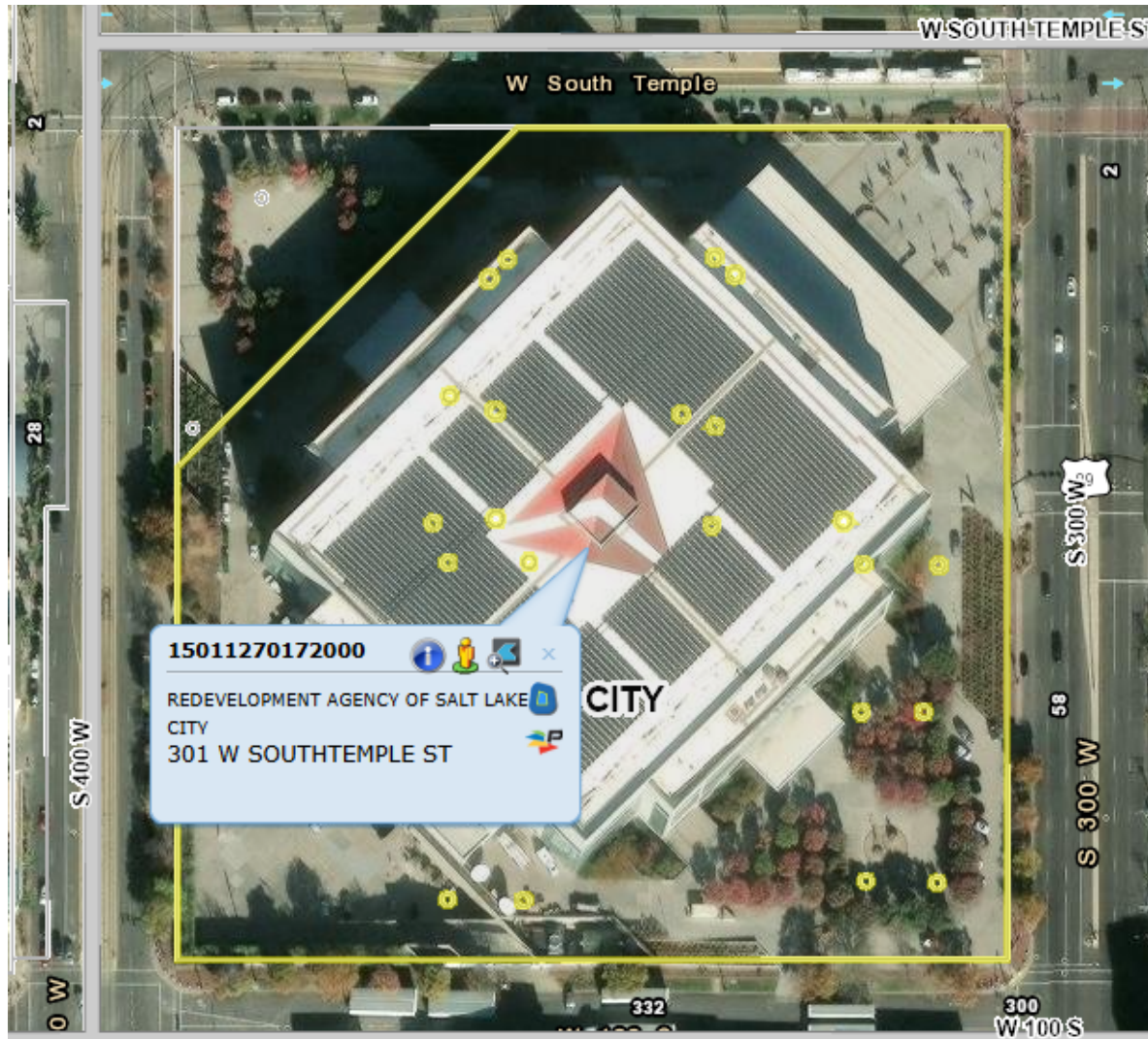
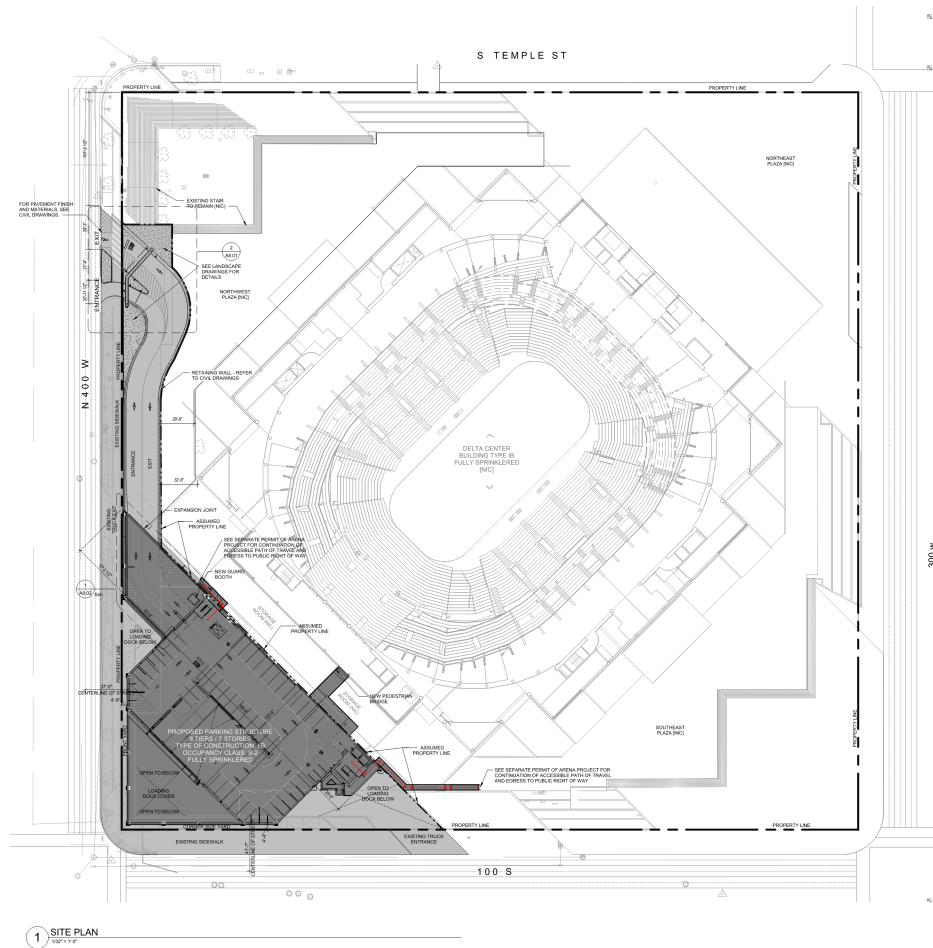


EXHIBIT B

MASTER PLAN
(with narrative description)



The garage entrance and egress ramp connects to 400 West and then gradually rises in elevation to meet the entrance of the parking garage which is on Level 1.

Level 1 is at the same elevation as the Jazz Arena podium which is Level 3 of the Arena (i.e. main doors).

The garage will have a “basement” which is currently the loading dock. The loading dock is lower than the adjacent streets. Vehicles will drive down the ramps from 100 South and 400 West to be at the loading dock elevation. The loading dock is not changing from its previous purpose from hockey and basketball seasons and any event. The Loading dock will still be utilized to house Home and Away Team buses, TV trucks, Event show load-ins and load-outs, and a secured entrance for specified personnel.

EXHIBIT C
DESIGN STANDARDS

The garage is designed as a Type IIB, full steel, building structure with 7 parking levels of structure above the podium level with approximately 452 parking spots.

There is no street retail or shops at exterior street level.

The garage elevation from exterior street level is 81'1" in height without the car canopy at the top. The addition to the canopy will exceed the maximum height limit of 85'6" in the City's Vested Laws.

The height modification adds a "canopy" over the parking level on the top of the garage (no more than 10 feet in height) to cover the cars and car travel path for safety, snow and rain conditions.

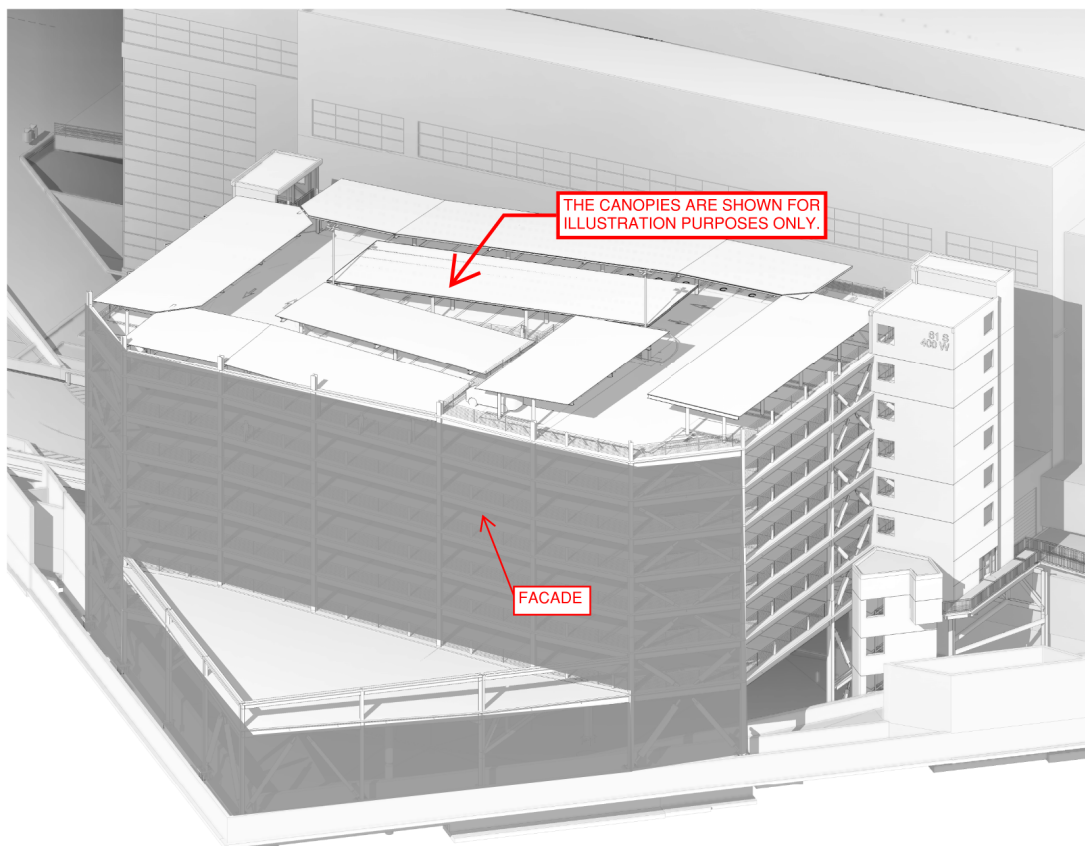
ZONING / CONSTRUCTION TYPE / USE GROUP / FIRE PROTECTION	
ZONE:	D-4
USE:	PARKING, COMMERCIAL
OCCUPANCY CLASSIFICATION :	BASEMENT LEVEL IS CONSIDERED A SEPARATE BUILDING FROM THE OPEN PARKING GARAGE LEVELS ABOVE PER UBC 510.3 GROUP S-2 ENCLOSED PARKING GARAGE WITH GROUP S-2 PARKING GARAGE ABOVE
OPEN	
TYPE OF CONSTRUCTION:	IIB
FIRE PROTECTION:	FIRE STANDPIPE + SPRINKLER SYSTEM
BUILDING FOOTPRINT SIZE:	188'-10" X 122'-7"
NUMBER OF TIERS PROVIDED:	9 TIERS / 7 STORIES
BUILDING TIERS ALLOWED:	9 TIERS PER UBC 406.5.5 AREA AND HEIGHT INCREASES
ALLOWABLE HEIGHT:	600'-0" PER D-4 ZONE HEIGHT LIMITS PER UBC HEIGHT OF OPEN PARKING BUILDING MEASURED FROM GRADE PLANE TO HIGHEST FLOOR TIER 9 = 81'-1" = 8.96 TIERS ROUNDED UP TO 9 TIERS PER UBC SECTION 406.5.4.1 SINGLE USE.
BUILDING HEIGHT:	PER SLC MUNICIPAL CODE 80'-7" (PER SECTION 12-1.18. BUILDING HEIGHT. "BUILDING HEIGHT" SHALL MEAN THE VERTICAL DISTANCE MEASURED FROM THE AVERAGE LEVEL OF THE HIGHEST AND LOWEST POINT OF THAT PORTION OF THE SITE COVERED BY THE BUILDING TO THE CEILING OF THE UPPERMOST STORY.)
VENTILATION:	NATURAL VENTILATION ON OPEN PARKING LEVELS. MECHANICAL VENTILATION ON BASEMENT LEVEL
FLOOR AREA ALLOWED:	TYPE IIB = 50,000 S.F. MAX. PER OPEN TIER AND 104,000 S.F. MAX. PER ENCLOSED STORY. ALLOWABLE AREA WITH TYPE IIB CONSTRUCTION PER UBC 510.3 (1) OF THE BUILDING SUCH THAT THE SUM OF RATIOS FOR EACH SEPARATE OCCUPANCY SHALL NOT EQUAL 1.
AUTOMATIC	BASEMENT ENCLOSED PARKING BUILDING AREA RATIO: 31,255 SF AREA PROVIDED /104,000 ALLOWED MAX. 1 STORY MAX ABOVE GRADE PLAN EQUIPPED THROUGHOUT WITH SPRINKLER PER TABLE 506.2 = 0.31 RATIO ABOVE GRADE OPEN PARKING STRUCTURE BUILDING AREA RATIO : 29,839 PROVIDED (LARGEST TIER 1 MEASURED FROM LOWEST POINT OF TIER TO 9'-6" ABOVE AS DEFINED BY 406.5.4.1 SINGLE USE) / 50,000 SF PER TABLE 406.5.4 = 0.59 RATIO SUM OF RATIOS OF BUILDING 0.31+0.59=0.90 RATIO WHICH IS LESS THAN 1
FLOOR AREA/PER LEVEL:	23,276 S.F. TYPICAL
GRAND TOTAL FLOOR AREA:	209,227 S.F.
OCCUPANT LOAD PER LEVEL:	117 PER LEVEL TYPICAL
EXIT STAIRS REQUIRED:	2
EXIT STAIRS PROVIDED:	2
STAIR WIDTH REQUIRED PER STAIR:	18"
STAIR WIDTH PROVIDED PER STAIR:	54"
TRAVEL DISTANCE:	400' MAX. TO STAIR PER UBC TABLE 1017.2 (FULLY SPRINKLERED WITHOUT VOICE ALARM SYSTEM)

The garage was designed as steel because the loading dock needs to be free and clear of columns to allow for the TV trucks, team buses, team vehicles, and concert semi-trucks load-ins and load-outs with any conflicts. There are no internal columns.

The columns are positioned tight to arena building and the ramps. There are exterior columns placed within the planters on the perimeter of the parking garage but are within the Utah Jazz Arena property line. The entire main structure and ramp are within the Utah Jazz Arena Property line.

There will be a façade in the grey area below as indicated by the City of Salt Lake City for the elevations that are considered street facing.

The façade will consist of a combination of light weight metal panels – a mix of full metal panels and adjacent perforated metal panels in order to maintain a certain openness for ventilation.

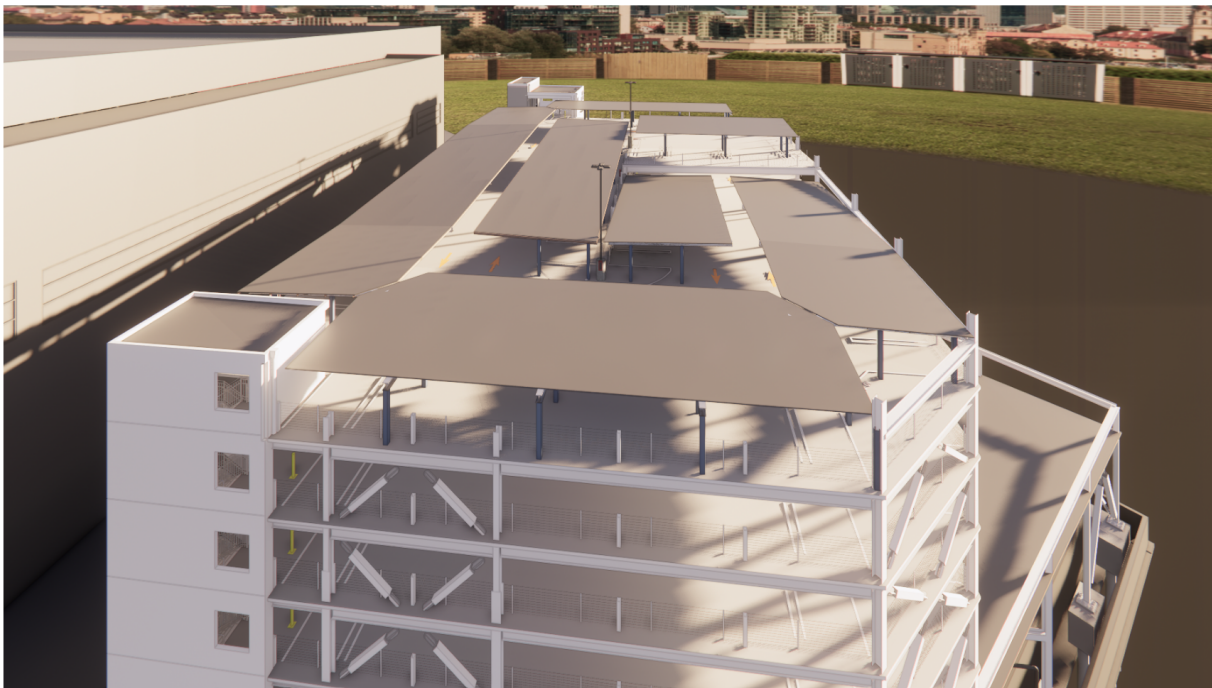


4 AXONOMETRIC VIEW - WEST

FACADE



Concept of the street facing elevations that are required to be masked.



ROOF CANOPIES 3D VIEW LOOKING SOUTH

Concept of the canopy structure protecting cars from weather conditions and for safety.

EXHIBIT D

TECHNICAL STANDARDS

There are two technical standards that are modified from the City's current Vested Laws:

1. Type IIB vs Type I Building Construction
2. Curb Cut Entrance width at 400 West

Type IIB vs Type I Building:

1. Per Table 406.5.4 as long as the open parking structure footprint of the largest floor does not exceed 50,000 SF and with a parking structure has continuous sloped floors, like our project, and does not exceed 8 Tiers x 9'-6" = 76'-0" measured from grade plane to top of highest roof floor the open parking structure can be considered Type IIB construction with no fire rating of any elements.
2. For open parking structures that are "open" on $\frac{3}{4}$ of their sides to be able to increase their amount of allowable tiers by 1 allows for a code exception in 406.5.5. Therefore, we are able to have 9 Tiers x 9'-6" = 85'-6" height above grade plane, which the garage conforms to being 81'-1" above grade plane. The basement level does not exceed 1 story above grade plane and is less than the area limits in Table 506.2, and that is why per section 510.3 it is allowed to be Type IIB also.

406.5.4 Area and Height

Area and height of open parking garages shall be limited as set forth in Chapter 5 for Group S-2 occupancies and as further provided for in Section 508.1.

TABLE 406.5.4

OPEN PARKING GARAGES AREA AND HEIGHT

TYPE OF CONSTRUCTION	AREA PER TIER (square feet)	HEIGHT (in tiers)		
		Ramp access	Mechanical access	
			Automatic sprinkler system	
			No	Yes
IA	Unlimited	Unlimited	Unlimited	Unlimited
IB	Unlimited	12 tiers	12 tiers	18 tiers
IIA	50,000	10 tiers	10 tiers	15 tiers
IIB	50,000	8 tiers	8 tiers	12 tiers
IV	50,000	4 tiers	4 tiers	4 tiers

For SI: 1 square foot = 0.0929 m².

406.5.4.1 Single Use

Where the open parking garage is used exclusively for the parking or storage of private motor vehicles, and the building is without other uses, the area and height shall be permitted to comply with Table 406.5.4, along with increases allowed by Section 406.5.5.

Exception: The grade-level tier is permitted to contain an office, waiting and toilet rooms having a total combined area of not more than 1,000 square feet (93 m²). Such area need not be separated from the open parking garage.

In open parking garages having a spiral or sloping floor, the horizontal projection of the structure at any cross section shall not exceed the allowable area per parking tier. In the case of an open parking garage having a continuous spiral floor, each 9 feet 6 inches (2896 mm) of height, or portion thereof, shall be considered under these provisions to be a tier.

406.5.5 Area and Height Increases

The allowable area and height of open parking garages shall be increased in accordance with the provisions of this section. Garages with sides open on three-fourths of the building's perimeter are permitted to be increased by 25 percent in area and one tier in height. Garages with sides open around the entire building's perimeter are permitted to be increased by 50 percent in area and one tier in height. For a side to be considered open under these provisions, the total area of openings along the side shall be not less than 50 percent of the interior area of the side at each tier and such openings shall be equally distributed along the length of the tier. For purposes of calculating the interior area of the side, the height shall not exceed 7 feet (2134 mm).

Allowable tier areas in Table 406.5.4 shall be increased for open parking garages constructed to heights less than the table maximum. The gross tier area of the garage shall not exceed that permitted for the higher structure. Not fewer than three sides of each such larger tier shall have continuous horizontal openings not less than 30 inches (762 mm) in clear height extending for not less than 80 percent of the length of the sides. All parts of such larger tier shall be not more than 200 feet (60 960 mm) horizontally from such an opening. In addition, each such opening shall face a street or yard with access to a street with a width of not less than 30 feet (9144 mm) for the full length of the opening, and standpipes shall be provided in each such tier.

Open parking garages of Type II construction, with all sides open, shall be unlimited in allowable area where the building height does not exceed 75 feet (22 860 mm). For a side to be considered open, the total area of openings along the side shall be not less than 50 percent of the interior area of the side at each tier and such openings shall be equally distributed along the length of the tier. For purposes of calculating the interior area of the side, the height shall not exceed 7 feet (2134 mm). All portions of tiers shall be within 200 feet (60 960 mm) horizontally from such openings or other natural ventilation openings as defined in Section 406.5.2. These openings shall be permitted to be provided in courts with a minimum dimension of 20 feet (6096 mm) for the full width of the openings.

Section 601 General

Assembly Diagram CALCULATIONS

TABLE 601

FIRE-RESISTANCE RATING REQUIREMENTS FOR BUILDING ELEMENTS (HOURS)

BUILDING ELEMENT	TYPE I		TYPE II		TYPE III		TYPE IV			TYPE V		
	A	B	A	B	A	B	A	B	C	HT	A	B
Primary structural frame ^a (see Section 202)	3 ^h , b	2 ^h , h, c	1 ^h , c	0 ^h	1 ^h , c	0	3 ^h	2 ^h	2 ^h	HT	1 ^h , c	0
Bearing walls												
Exterior: ^f	3	2	1	0	2	2	3	2	2	2	1	0
Interior	3 ^h	2 ^h	1	0	1	0	3	2	2	1/HT ^g	1	0
Nonbearing walls and partitions Exterior	See Table 705.5											
Nonbearing walls and partitions Interior ^d	0	0	0	0	0	0	0	0	0	See Section 2304.11.2	0	0
Floor construction and associated secondary structural members (see Section 202)	2	2	1	0	1	0	2	2	2	HT	1	0
Roof construction and associated secondary structural members (see Section 202)	1 ¹ / ₂ ^b	1 ^h , c	1 ^h , c	0 ^h	1 ^h , c	0	1 ¹ / ₂	1	1	HT	1 ^h , c	0

For 5t: 1 foot = 304.8 mm.

a. Roof supports: Fire-resistance ratings of primary structural frame and bearing walls are permitted to be reduced by 1 hour where supporting a roof only.

b. Except in Group F-1, H, M and S-1 occupancies, fire protection of structural members in roof construction shall not be required, including protection of primary structural frame members, roof framing and decking where every part of the roof construction is 20 feet or more above any floor immediately below. Fire-retardant-treated wood members shall be allowed to be used for such unprotected members.

c. In all occupancies, heavy timber complying with Section 2304.11 shall be allowed for roof construction, including primary structural frame members, where a 1-hour or less fire-resistance rating is required.

d. Not less than the fire-resistance rating required by other sections of this code.

e. Not less than the fire-resistance rating based on fire separation distance (see Table 705.5).

f. Not less than the fire-resistance rating as referenced in Section 704.10.

g. Heavy timber bearing walls supporting more than two floors or more than a floor and a roof shall have a fire-resistance rating of not less than 1 hour.

Curb Cut Entrance Width at 400 West:

The maximum curb cut in the City's Vested Laws is 30 feet in width. The curb cut for the Project will be approximately 43 feet in width to allow for two lanes of cars to egress from the arena after an event ONLY. This intersection will be controlled by SLCPD during an event. This will allow for the garage to egress at a quick, controlled manor.

For non-event times there will be markings for only 1 lane of traffic to exit.

