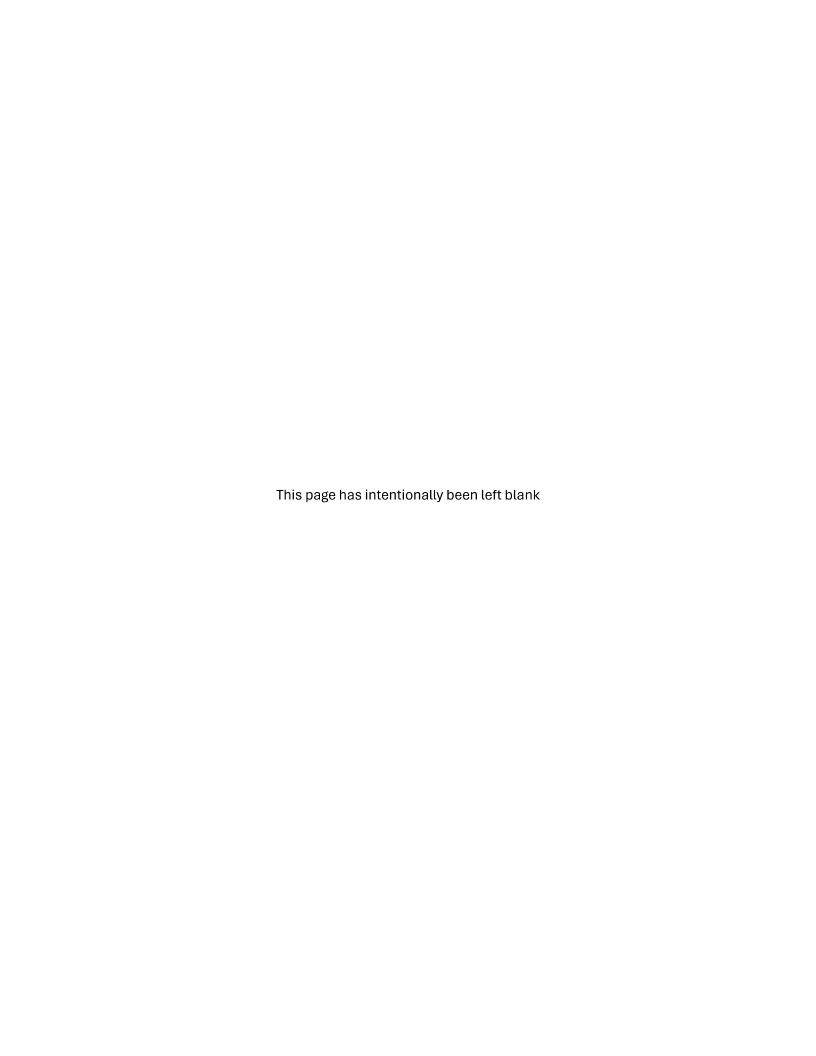


SALT LAKE CITY TRANSMITTAL

To: Salt Lake City Council Chair	Submission Date: 08/20/2025	Date Sent to Council: 08/20/2025	
From:			
Department* Community and Neighborhood			
Employee Name: Olson, Brooke		E-mail brooke.olson@slc.gov	
Department Director Signature		Chief Administrator Officer's Signature	
Tanny Hunsaken		Rachel Otto	
Director Signed Date 08/20/2025		Chief Administrator Officer's Signed Date 08/20/2025	
Subject: Zoning Amendment - Development Agreement f	or Jazz Arena Parking G	arage at 301 West South Temple	
Additional Staff Contact: Brooke Olson, brooke.olson@slc.gov John Anderson, john.anderson@slc.gov		Presenters/Staff Table Brooke Olson, brooke.olson@slc.gov John Anderson, john.anderson@slc.gov	
Document Type Ordinance	Budget Impact? Yes No		
Recommendation: Approval with conditions.			
Background/Discussion See first attachment for Background/Discussion			
Will there need to be a public hearing for thi	is item?*		
No Public Process			

The petition was reviewed by the Planning Commission at a public hearing on August 13, 2025 who recommended approval with conditions to the City Council. The item is scheduled for a tentative work session with City Council on September 2, 2025. The City Council is required to hold a public hearing on the item and make a final decision on the petition.





DEPARTMENT of **COMMUNITY** and **NEIGHBORHOODS**

Tammy Hunsaker Director

CITY COUNCIL TRANSMITTAL

BACKGROUND/DISCUSSION: Jazz Arena Investors LLC is requesting approval of a zoning amendment petition regarding a Master Development Agreement for the construction of a parking garage at the Delta Center at approximately 301 West South Temple. The subject property is approximately 9.1 acres and is in the D-4, Downtown Secondary Central Business District and a Localized Alternative Sign Overlay District.

The proposal includes the construction of a 7-story parking garage which is intended to provide parking for patrons of the Delta Center Arena, create an enhanced user experience, and improve the functionality of the site. The parking structure is proposed to be constructed directly above the existing parking/loading area located at the southwest corner of the block and intersection of 400 W and 100 S. The parking garage will consist of approximately 448 parking stalls, and a below-grade loading dock which will house larger vehicles and a secured building entrance for authorized personnel. The street facing facades of the structure will also consist of a mix of screening materials which are intended to provide visual interest and mitigate impacts on adjacent properties related to noise and light. Vehicular access to the garage is proposed along 400 W and 100 S.

The applicant is seeking design modifications to several city zoning codes through the proposed agreement which are reflected in the plan set. Approval of the development agreement will be required to waive the standards and construct the parking garage as proposed. One of the primary modifications the applicant is seeking through the proposed agreement is related to ground floor activation and mixed use development. The street facing facades of parking structures in Downtown Districts are required to be wrapped with a use other than parking. The ground floor of the structure's street facing facades will not house a ground floor use and mainly consist of the airspace of the loading area necessary to facilitate the movement of large trucks and vehicles. The applicant is proposing visual interest and enhanced landscaping in place of the use requirements.

The applicant is also seeking a modification to exceed the maximum width of a drive approach of 30 feet to install an exit drive approach onto 400 W measuring 43 FT in width to allow two lanes of vehicles to exit the parking garage after events. The Transportation Division reviewed the proposal and is recommending approval.

PLANNING COMMISSION RECOMMENDATIONS

The Planning Commission held a public hearing to consider the request on August 13, 2025 and voted 5:2 to forward a recommendation of approval with the conditions 1-4 as listed in the staff report with a modification to condition 3 and the addition of condition 5.

- 1. Additional visual interest be incorporated along the retaining walls at the base of the structure's street facing facades and identified in the plan set prior to adoption of the development agreement.
- 2. The applicant replace the proposed woven wire mesh screening material on the street facing facades of the loading area with screening materials similar to or consistent with the perforated

- aluminum panels proposed for the upper levels of the structure prior to adoption of the development agreement.
- 3. The applicant include substantial bicycle parking on the property in close proximity to the primary entrances of the arena as determined by staff.
- 4. Final details regarding site plan requirements be provided in the plan set prior to adoption of the Development Agreement.
- 5. The applicant work with staff to create a larger landscape buffer as possible.

PUBLIC PROCESS:

The following is a list of public meetings that have been held, and other public input opportunities, related to the proposed project since the applications were submitted:

- <u>June 24, 2025</u> The Downtown Community Council and Downtown Alliance was sent the 45 day required notice for recognized community organizations. The council did not provide comments.
- <u>June 24, 2025</u> Property owners and residents within 300 feet of the development were provided early notification of the proposal.
- <u>July 1, 2025 Early notification property signs posted on the property.</u>
- June August 2025 The project was posted to the Online Open House webpage.

Notice of the public hearing for the proposal included:

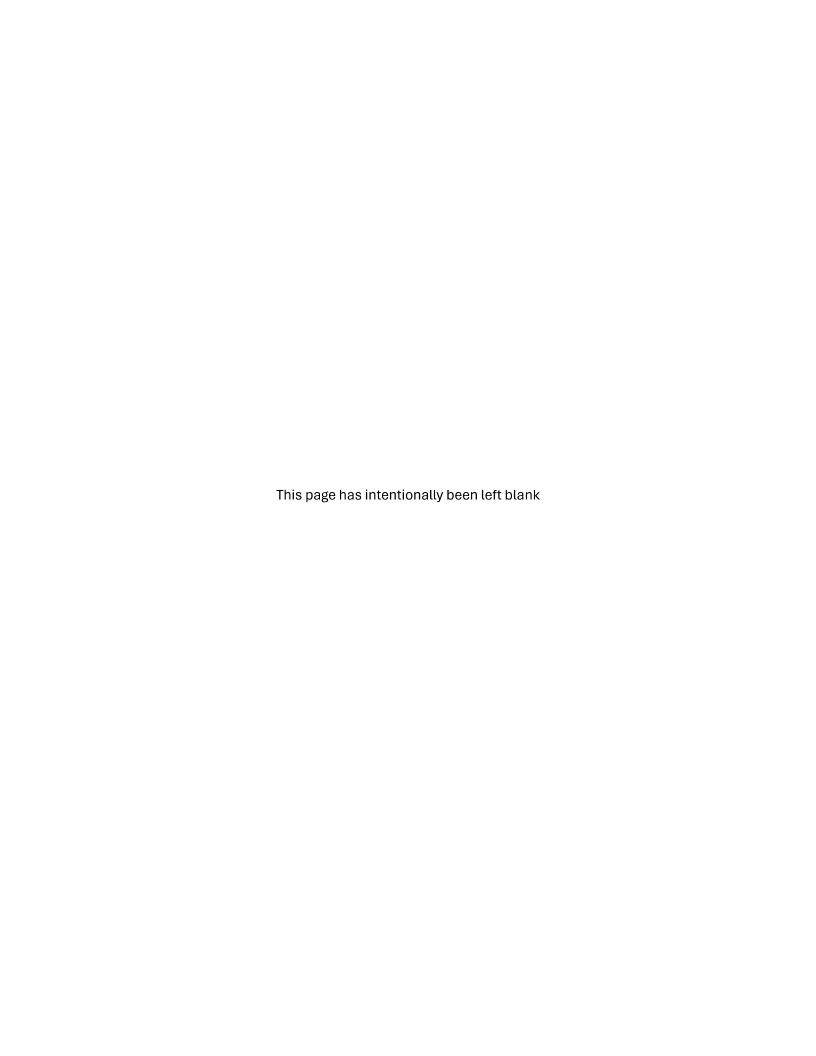
- July 31, 2025
 - o Public hearing notice mailed
 - o Public notice posted on City and State websites and Planning Division list serve
- August 3, 2025
 - o Public hearing notice sign posted on the property

Planning Commission (PC) Records

- a) PC Agenda of August 13, 2025 (Click to Access)
- b) Planning Commission Staff Report of August 13, 2025 (Click to Access Report)
- c) PC Minutes of August 13, 2025 (Minutes have not been adopted)
- d) <u>Video of August 13, 205, Planning Commission Meeting</u> (Starting at minute 36:50)

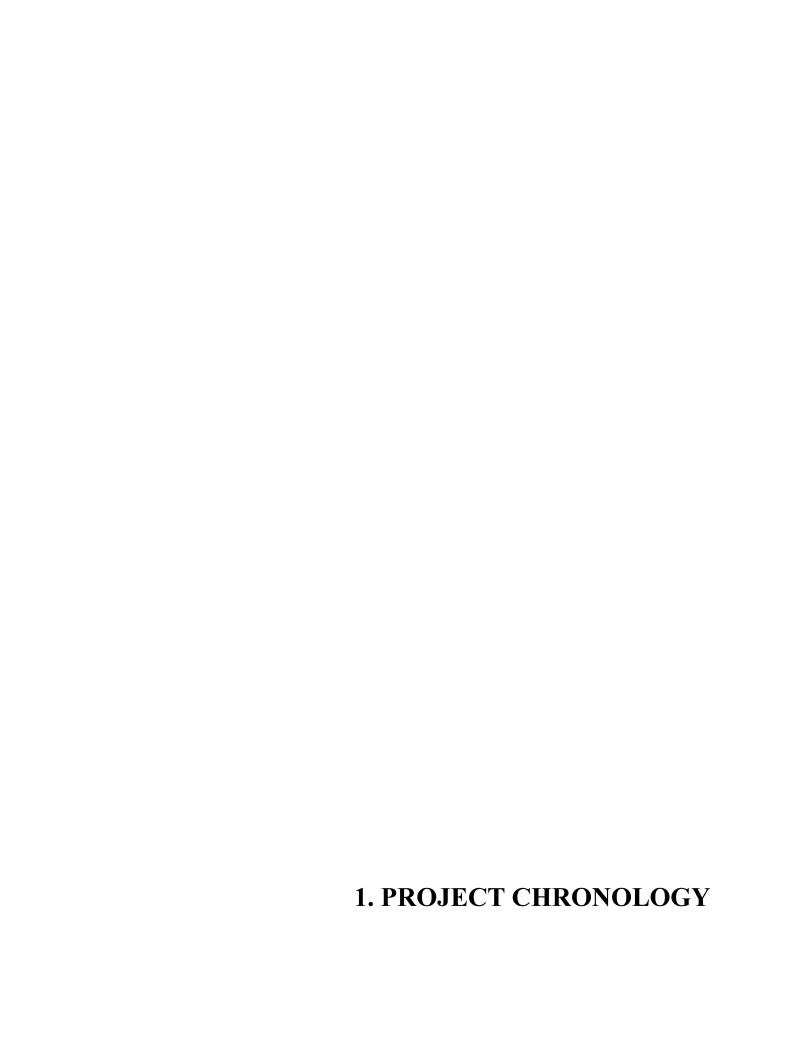
EXHIBITS:

- 1. Project Chronology
- 2. Notice of City Council Public Hearing
- 3. Original Petition
- 4. Mailing List
- 5. Ordinance



EXHIBITS:

- 1. PROJECT CHRONOLOGY
- 2. NOTICE OF CITY COUNCIL PUBLIC HEARING
- 3. ORIGINAL PETITION
- 4. MAILING LIST
- 5. ORDINANCE



PROJECT CHRONOLOGY

Petition:	PLNPCM2025-00619 – Master Development Agreement for the Jazz Arena Parking Garage
June 18, 2025	Petition for the Zoning Amendment was accepted by Salt Lake City Planning Division.
June 18, 2025	Petition PLNPCM2025-00619 was assigned to Brooke Olson, Senior Planner, for staff analysis and processing.
June 24, 2025	Early notification was sent to the Downtown Alliance and Downtown Community Council Chairs, providing information about the proposal and how to give public input on the project. Beginning of 45- day input and comment period.
June 24, 2025	An early notification letter was sent to all property owners and tenants within 300 feet of the subject property.
July 1, 2025	Early notification property signs physically posted at the subject property.
August 8, 2025	End of 45-day Recognized Community Organization notice period.
August 3, 2025	Public hearing notice signs with project information and notice of the Planning Commission public hearing physically posted at the subject property.
August 13, 2025	Planning Commission holds a public hearing and makes a recommendation to approve the request with conditions.

2. NOTICE OF CITY COUNCIL PUBLIC HEARING

NOTICE OF CITY COUNCIL HEARING

The Salt Lake City Council is considering Petition **PLNPCM2025-00619**, a petition submitted by Jazz Arena Investors LLC, the applicant, requesting approval of a zoning amendment petition regarding a Master Development Agreement for the construction of the Jazz Arena Parking Garage at approximately 301 West South Temple. The subject property is approximately 9.1 acres and is in the D-4, Downtown Secondary Central Business District and the Localized Alternative Sign Overlay District. The proposal includes the construction of a 7-story parking garage at the southwest corner of the site which is intended to provide parking for patrons of the Delta Center Arena. The parking garage will consist of approximately 448 parking stalls, and a below-grade loading dock which will house larger vehicles and a secured building entrance for authorized personnel. Vehicular access to the garage is proposed along 400 W and 100 S.

Through the zoning amendment process the applicant is requesting approval of the development agreement associated with the project which establishes specific rules for constructing the parking garage at the Delta Center Arena. If approved, the proposed development agreement could supersede several of the City's rules and regulations therefore, the proposal is subject to zoning amendment approval. The property is within Council District 4, represented by Eva Lopez Chavez. Case number PLNPCM2025-00619. (Staff contact: Brooke Olson at 801-535-7118 or brooke.olson@slc.gov).

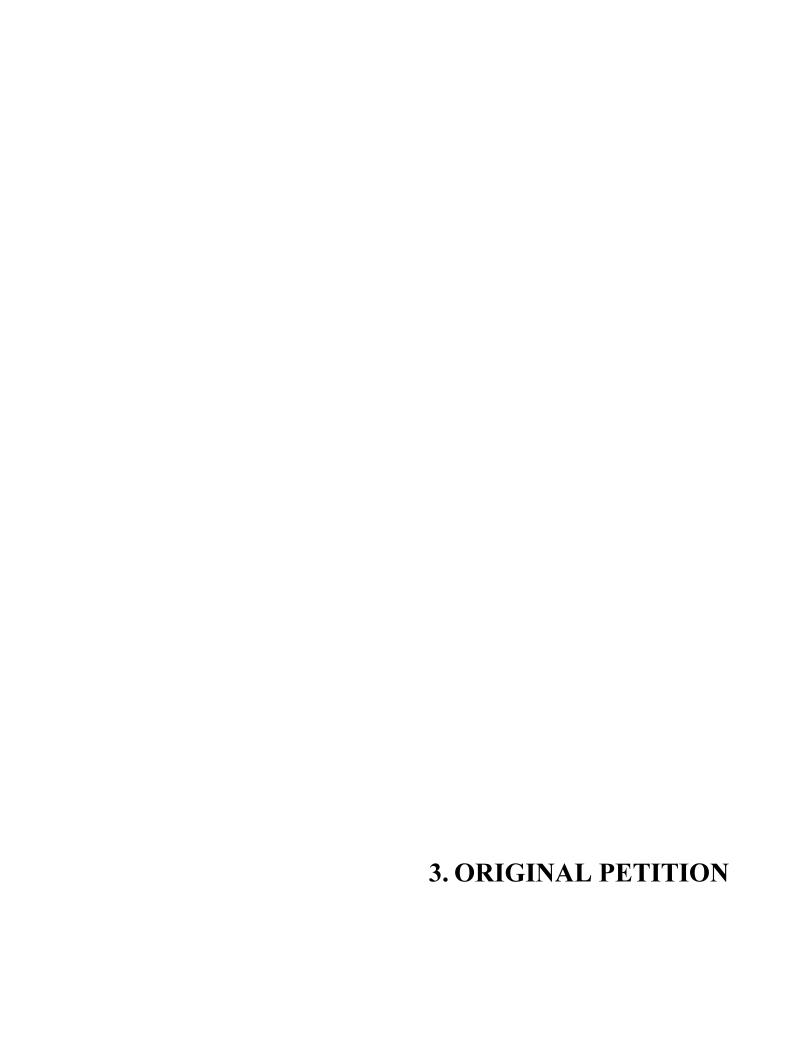
As part of their study, the City Council is holding an advertised public hearing to receive comments regarding the petition. During these hearings, anyone desiring to address the City Council concerning this issue will be given an opportunity to speak. The Council may consider adopting the ordinance on the same night of the public hearing. The hearing will be held:

DATE:	
TIME:	
PLACE:	451 South State Street Salt Lake City, Utah

** This meeting will be held in-person, to attend or participate in the hearing at the City and County Building, located at 451 South State Street, Room 326, Salt Lake City, Utah. For more information, please visit www.slc.gov/council. Comments may also be provided by calling the 24- Hour comment line at (801) 535-7654 or sending an email to council.comments@slcgov.com. All comments received through any source are shared with the Council and added to the public record.

If you have any questions relating to this proposal or would like to review the file, please call Brooke Olson at 801-535-7118 or via e-mail at brooke.olson@slc.gov. The application details can be accessed at https://citizenportal.slcgov.com/, by selecting the "planning" tab and entering the petition number **PLNPCM2025-00619**.

The City and County Building is an accessible facility. People with disabilities may make requests for reasonable accommodation no later than 48 hours in advance in order to participate in this hearing. Please make requests at least two business days in advance. To make a request, please contact the City Council Office at council.comments@slcgov.com, 801-535-7600, or relay service 711





PLANNING PROCESS // ZONING AMENDMENT

ABOUT THE APPLICATION

Thank you for your interest in submitting a Zoning Amendment application. The following packet will provide general information to get started on your project and guide you through the application process from start to finish. The package is broken down into three sections: Information about the application, a visual diagram of the application process, and the application form.

We highly encourage you to work with our Planning staff prior to submitting an application. For questions regarding any of the information listed in this packet or to set up a pre-submittal meeting please contact us at zoning@slcgov.com or give us a call at 801.535.7757.



PLANNING DIVISION 451 SOUTH STATE STREET ROOM 406 PO BOX 145480 SALT LAKE CITY, UT 84114-5480

SLC.GOV/PLANNING ZONING@SLCGOV.COM TEL 801-535-7757

21A.50





An amendment may be initiated to modify the text of the Zoning Ordinance or to change the designations or boundaries of the Zoning Map. The amendment process is not intended to relieve particular hardships nor to confer special privileges or rights upon any person, but only to make adjustments necessary in light of changed conditions or changes in public policy.

WHO CAN INITIATE AN AMENDMENT?

Applications for amendments may be initiated by the Mayor, the City Council, the Planning Commission, the Owner of the property included in the application, or the Property Owner's Authorized Agent.

CONSIDERATION FACTORS FOR AMENDMENTS (21A.50.050)

A decision to amend the text of this title or the zoning map by general amendment is a matter committed to the legislative discretion of the City Council and is not controlled by any one standard.

A. In making its decision concerning a proposed text amendment, the City Council should consider the following factors:

- 1. Whether a proposed text amendment is consistent with the purposes, goals, objectives, and policies of the City as stated through its various adopted planning documents;
- 2. Whether a proposed text amendment furthers the specific purpose statements of the zoning ordinance;
- 3. Whether a proposed text amendment is consistent with the purposes and provisions of any applicable overlay zoning districts which may impose additional standards; and
- 4. The extent to which a proposed text amendment implements best current, professional practices of urban planning and design.
- 5. The impact that the proposed text amendment may have on city resources necessary to carry out the provisions and processes required by this title.
- 6. The impact that the proposed text amendment may have on other properties that would be subject to the proposal and properties adjacent to subject properties.
- 7. The community benefits that would result from the proposed text amendment, 21A.50.050.C.

B. In making a decision to amend the zoning map, the City Council should consider the following:

- 1. Whether a proposed map amendment is consistent with the purposes, goals, objectives, and policies of the City as stated through its various adopted planning documents;
- 2. Whether a proposed map amendment furthers the specific purpose statements of the zoning ordinance;
- 3. The extent to which a proposed map amendment will affect adjacent properties;
- 4. Whether a proposed map amendment is consistent with the purposes and provisions of any applicable overlay zoning districts which may impose additional standards; and
- 5. The potential impacts on the City to provide safe drinking water, storm water, and sewer to the property and other properties based on the additional development potential of future development including any impact that may result in exceeding existing or planned capacities that may be located further away from the subject property.



21A.50



- **6.** The status of existing transportation facilities, any planned changes to the transportation facilities, and the impact that the proposed amendment may have on the city's ability, need, and timing of future transportation improvements.
- **7.** The proximity of necessary amenities such as parks, open space, schools, fresh food, entertainment, cultural facilities, and the ability of current and future residents to access these amenities without having to rely on a personal vehicle.
- **8.** The potential impacts to public safety resources created by the increase in development potential that may result from the proposed amendment.
- The potential for displacement of people who reside in any housing that is within the boundary of the proposed amendment and the plan offered by the petitioner to mitigate displacement.
- **10.**The potential for displacement of any business that is located within the boundary of the proposed amendment and the plan offered by the petitioner to mitigate displacement.
- **11.**The community benefits that would result from the proposed map amendment, as identified in 21A.50.050.C.

COMMUNITY BENEFIT (21A.50.050.C)

Every zoning text and zoning map amendment application must include a proposed community benefit and should demonstrate that the benefit would not otherwise be available without the proposed amendment. The proposed community benefit should be proportional to the increase in development potential should the amendment be adopted. The following are community benefits that could be proposed:



- Housing: Provision of affordable or family-sized housing.
- Dedication of Publicly Accessible Open Space: Dedication of open spaces accessible to the public.
- **Preservation of Critical Lands:** Conservation or restoration of critical lands such as wetlands, river corridors, or wildlife habitats.
- **Historic Building Preservation:** Safeguarding historic structures not already protected against demolition.
- **Support for Local Businesses:** Inclusion of space for small businesses or charitable organizations within a development.
- **Expansion of Public Infrastructure:** Enhancement of public infrastructure beyond what's necessary for future development.

Any community benefit that is required as a condition of approval of the amendment(s) would be secured through a Development Agreement.

21A.50

TENANT DISPLACEMENT OBLIGATIONS (21A.50.050.D.4)

If a proposal is expected to involve the demolition of any residential unit, the City Council may require the petitioner to provide relocation assistance to the current tenant(s). It is the responsibility of the applicant or property owner to ensure compliance with this requirement and provide proof that the obligation has been satisfied. The applicant can submit the evidence along with their application, or it may be required as a condition for approval determined by the City Council. All payments should be received by the tenant 24 hours in advance of leaving the unit to be demolished.



Relocation assistance includes the following:

- Moving expenses based on a reasonable estimate provided by the tenant, up to a maximum of \$1,500.
- Application fees for the replacement housing.
- The deposit that the displaced tenant would have to pay to secure replacement housing.
- Rental assistance payment based on the difference, if any, between the cost of the monthly rent of the demolished housing and a comparable unit. The rental payment total amount paid shall not be more than \$7,200.

DISCLAIMER: IF A HOUSING UNIT IS DEMOLISHED OR NEGLECTED TO THE POINT OF BEING UNINHABITABLE AT ANY TIME DURING THE FIVE YEARS PRIOR TO A PETITION FOR A ZONING AMENDMENT BEING SUBMITTED OR IS PLACED ON THE CITY'S BOARDED BUILDING INVENTORY, THE CITY COUNCIL MAY REQUIRE THIS SECTION TO APPLY TO TENANTS THAT WERE DISPLACED BY THE DEMOLITION OR REQUIRE THE TENANT RELOCATION AMOUNT TO BE PAID TO THE CITY FOR THE PURPOSE OF OTHER TENANT RELOCATION ASSISTANCE.

DEMOLISHED UNIT REPLACEMENT (21A.50.050.E)



The future development may be required to replace the demolished housing unit within the new development. The replacement housing unit should have the same number of bedrooms as the demolished unit. In addition, the applicant shall propose one of the options listed below:

- **a.** The replacement unit shall be rented at the same amount as the demolished unit with no more than a 3% annual increase on the rental rate for a period of 20 years.
- b. The applicant may propose a payment to the city in lieu of the rental restriction on the new unit to go toward the city's housing fund to offset the loss of affordable housing. The payment shall be equal to the monthly rent of the unit prior to demolition multiplied by the number of months between the time the unit is vacated prior to demolition until a Certificate of Occupancy for the replacement dwelling is issued.



CONSULTATION

If you have questions regarding the Zoning Amendment regulations or process, please contact the Salt Lake City Planning Counter staff at <u>zoning@slcgov.com</u> or give us a call at 801-535-7757. If you would like to discuss your development plan in more detail, you can request a pre-submittal meeting with Planning staff by contacting the Planning Counter.

Pre-submittal meetings are held on Thursdays in 30 minute slots between 1:30 and 3:30 pm.

PROCESS TIMELINE

TIME FRAME

(1) 6 - 12 MONTHS





2 14 days

APPLICATION RECEIVED

Application submitted and pre-screened to ensure submittal requirements are met and fees are paid.

PLANNER ASSIGNED

Application reviewed by Planner to ensure complete documentation (if incomplete, the applicant will be provided a list of missing info to submit).





APPLICATION MODIFICATIONS

Modifications based on public input & City Department review comments (if needed, applicant must submit updates). Minor issues will be conditions of approval. **Note:** Significant issues may cause additional delays.

PUBLIC NOTICE

Public notices sent to nearby neighbors, property owners and Community Councils (when required by ordinance).

Application routed to City Departments for review.





PUBLIC ENGAGEMENT

Open House and/or Community Council presentation held. **Note:** The Planning Director has the discretion to extend the public engagement period, including additional public hearings on complex proposals.

PLANNING COMMISSION

Public hearing scheduled, notices sent, staff report produced, and commission recommendation made.





CITY COUNCIL PROCESS

City Council holds a briefing with staff during work session. Public hearing and action follows.

Timeline determined by City Council office.

www.slc.gov/council

TRANSMITTAL OF COMMUNITY AND NEIGHBORHOODS (CAN)

Commission minute approval and public record are assembled by staff. After review, the package is transmitted to City Council.

ZONING AMENDMENT

IMPORTANT INFORMATION



CONSULTATION

Available prior to submitting an application. For questions regarding the requirements, email us at zoning@slcgov.com.



SUBMISSION

Submit your application online through the <u>Citizen Access Portal</u>. Learn how to submit online by following the <u>step-by-step guide</u>.



REQUIRED FEES

- Map Amd: \$1,262 filing fee, plus
 \$121 per acre (in excess of 1 ac).
- Text Amd: \$1,262 filing fee.
- Additional required notice fees assessed after submission.

APPLICANT INFORMATION				
PROJECT NAME (OPTIONAL)				
Jazz Arena Parking Garage				
ADDRESS OF SUBJECT PROPERTY				
301 S Temple, Salt Lake City, UT 84101				
REQUEST				
Zoning Amendment				
NAME OF APPLICANT		PHONE		
MAILING ADDRESS		EMAIL		
APPLICANT'S INTEREST IN PROPERTY (*owner's consent required)		IF OTHER, PLEASE LIST		
Owner Architect* Contractor* Other*		Leasee of Property		
NAME OF PROPERTY OWNER (if different from applicant)		PHONE		
MAILING ADDRESS		EMAIL		
	OFFIC	EUSE		
CASE NUMBER	RECEIVED BY		DATE RECEIVED	

DISCLAIMER: PLEASE NOTE THAT ADDITIONAL INFORMATION MAY BE REQUIRED BY THE PROJECT PLANNER TO ENSURE ADEQUATE INFORMATION IS PROVIDED FOR STAFF ANALYSIS. ALL INFORMATION REQUIRED FOR STAFF ANALYSIS WILL BE COPIED AND MADE PUBLIC, INCLUDING PROFESSIONAL ARCHITECTURAL OR ENGINEERING DRAWINGS, FOR THE PURPOSES OF PUBLIC REVIEW BY ANY INTERESTED PARTY.

ACKNOWLEDGMENT OF RESPONSIBILITY

- 1. This is to certify that I am making an application for the described action by the City and that I am responsible for complying with all City requirements with regard to this request. This application will be processed under the name provided below.
- 2. By signing the application, I am acknowledging that I have read and understood the instructions provided for processing this application. The documents and/or information I have submitted are true and correct to the best of my knowledge. I understand that the documents provided are considered public records and may be made available to the public.
- 3. I understand that my application will not be processed until the application is deemed complete by the assigned planner from the Planning Division. I acknowledge that a complete application includes all of the required submittal requirements and provided documents comply with all applicable requirements for the specific applications. I understand that the Planning Division will provide, in writing, a list of deficiencies that must be satisfied for this application to be complete and it is the responsibility of the applicant to provide the missing or corrected information. I will keep myself informed of the deadlines for submission of material and the progress of this application.
- **4.** I understand that a staff report will be made available for my review prior to any public hearings or public meetings. This report will be on file and available at the Planning Division and posted on the Division website when it has been finalized.

NAME OF APPLICANT	EMAIL	
MAILING ADDRESS	PHONE	
APPLICATION TYPE	SIGNATURE	DATE
Zoning Amendment	Adelaide McReva	06/17/2025

LEGAL PROPERTY OWNER CONSENT

If the applicant is not the legal owner of the property, a consent from property owner must be provided. Properties with a single fee title owner may show consent by filling out the information below or by providing an affidavit.

Affirmation of sufficient interest: I hereby affirm that I am the fee title owner of the below described property or that I have written authorization from the owner to pursue the described action.

LEGAL DESCRIPTION OF SUBJECT PROPERTY

Parcel Number: 15011270172000, Address: 301 S Temple, Salt Lake City, UT 84101		
NAME OF OWNER EMAIL		
MAILING ADDRESS	SIGNATURE	DATE
	Adelaide Mcpan	06/17/2025

- 1. If a corporation is fee titleholder, attach copy of the resolution of the Board of Directors authorizing the action.
- 2. If a joint venture or partnership is the fee owner, attach copy of agreement authorizing action on behalf of the joint venture or partnership.
- **3.** If a Home Owner's Association is the applicant then the representative/president must attach a notarized letter stating they have notified the owners of the proposed application. A vote should be taken prior to the submittal and a statement of the outcome provided to the City along with the statement that the vote meets the requirements set forth in the CC&Rs.

DISCLAIMER: BE ADVISED THAT KNOWINGLY MAKING A FALSE, WRITTEN STATEMENT TO A GOVERNMENT ENTITY IS A CRIME UNDER UTAH CODE CHAPTER 76-8, PART 5. SALT LAKE CITY WILL REFER FOR PROSECUTION ANY KNOWINGLY FALSE REPRESENTATIONS MADE PERTAINING TO THE APPLICANT'S INTEREST IN THE PROPERTY THAT IS THE SUBJECT OF THIS APPLICATION.

SUBMITTAL REQUIREMENTS

Please provide the following information with your application. Confirm that you have included each of the requirements listed below by adding a check mark for each item.

STAFF	REQUIREMENTS (21A.50)
	A statement declaring the purpose and justification for the proposed amendment.
	A written general description of any future development that is planned for the property including the anticipated use, density, scale of development, timing of development, the anticipated impact to existing land uses and occupants of the land subject to the proposal, and any additional land use petitions that may be anticipated to develop the site. Visual renderings and basic site plans may be provided by the applicant.
	Is the request amending the Zoning Map? If so, please list the parcel numbers to be changed and a map that shows the current use of the subject property and adjacent properties.
	Is the request amending the text of the Zoning Ordinance? If so, please include language and the reference to the Zoning Ordinance to be changed. Text that is proposed to be added shall be underlined and text that is proposed to be deleted shall be shown with a strikethrough line.
I	COMMUNITY BENEFIT (21A.50.050.C)
	A written description regarding the proposed community benefit(s) associated with the amendment. The description shall adequately describe the necessary details to demonstrate that the proposed community benefit is roughly proportionate to the potential increase in development right if the proposed amendment were to be adopted. See 21A.50.050.C for a list of community benefits that can be proposed.
I	DATA COLLECTION (21A.50.040.A)
	DISCLAIMER: FILL OUT THE REQUIRED DATA COLLECTION INFORMATION BELOW BY USING THIS <u>LINK</u> . DO NOT UPLOAD THIS INFORMATION TO THE CITIZENS ACCESS PORTAL. https://bit.ly/slcplanning-datacollection
	 For residential properties, the following information must be provided: The current or prior number of dwellings; Square footage and number of bedrooms for each dwelling unit; The current cost of rent and the cost of rent for the previous 36 months; The total number of people residing on the property.
	 For nonresidential properties, the following information must be provided: Details on the nature of the existing and prior use; Square footage of the leasable area; Detailed list of current or prior occupants; The current cost to lease and the cost to lease for the previous 36 months.

INCOMPLETE INFORMATION WILL NOT BE ACCEPTED

INITIALS	DISCLAIMER: I ACKNOWLEDGE THAT SALT LAKE CITY REQUIRES THE ITEMS ABOVE TO BE SUBMITTED BEFORE MY APPLICATION CAN
	BE PROCESSED. I UNDERSTAND THAT PLANNING WILL NOT ACCEPT MY APPLICATION UNLESS ALL OF THE FOLLOWING ITEMS ARE
	INCLUDED IN THE SUBMITTAL PACKAGE.

Salt Lake City Planning Division,

In connection with our Zoning Amendment application and attached Master Development Agreement (MDA), I am submitting this statement on behalf of Jazz Arena Investors LLC. As you know, Jazz Arena Investors LLC is party to a ground lease with the Community Reinvestment Agency of Salt Lake City for the property at 301 W South Temple, which is occupied by the arena currently known as the Delta Center. As part of the arena's ongoing renovation, Jazz Arena Investors LLC has submitted the MDA to construct a parking garage on the southwest corner to enhance the functionality of the arena and to provide patrons with an improved experience.

The arena is currently used as the home of the Utah Jazz, a National Basketball Association franchise, and the Utah Mammoth, a National Hockey League franchise. The parking garage is being added to align with industry standards and to improve the experience of attendees for NBA and NHL games and other events.

Please see the attached MDA for further details.

Best, Adelaide McNamara

RESOLUTION OF JAZZ ARENA INVESTORS LLC a Utah Limited Liability Company

(the "Limited Liability Company")
June 17, 2025

The undersigned, being the sole member and manager of the Limited Liability Company, does hereby adopt the following resolutions by execution hereof:

RESOLVED, in order to submit the Zoning Amendment application concerning the Jazz Arena Parking Garage, the manager of Limited Liability Company hereby authorizes Adelaide McNamara on behalf of the Limited Liability Company to sign the Zoning Amendment application dated June 17, 2025, and all other documents required for the aforementioned Zoning Amendment application, and the transactions contemplated thereby are hereby ratified and approved; and further

RESOLVED, that any and all actions taken by the member of the Limited Liability Company for and on behalf of the Limited Liability Company prior to the adoption of these resolutions are hereby ratified, confirmed, and approved in all respects and for all purposes.

IN WITNESS WHEREOF, the undersigned have adopted these resolutions as of the day and year first above written.

SEG BASKETBALL, LLC, a Delaware limited liability company

By:

SEG Basketball, LLC

Sole Member



SALT LAKE CITY CORPORATION CORPORATION	PO BOX 145460	l	SALT LAKE UT	84114
GATEWAY HP, LLC WAY HP, LLC	2425 E CAMELBACK RD		PHOENIX AZ	85016
PROPERTY RESERVE INC RESERVE INC	PO BOX 511196		SALT LAKE UT	84151
CORP OF PB OF CH JC OF LDS H JC OF LDS	PO BOX 511196		SALT LAKE UT	84151
CORP OF PB OF CH JC OF LDS H JC OF LDS	PO BOX 511196		SALT LAKE UT	84151
PROPERTY RESERVE, INC ESERVE, INC	PO BOX 511196		SALT LAKE UT	84151
	<u> </u>		SALT LAKE UT	84150
CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS -DAY SAINTS REDEVELOPMENT AGENCY OF SALT LAKE CITY T LAKE CITY	50 E NORTHTEMPLE ST PO BOX 145518		SALT LAKE UT	84114
			SALT LAKE UT	
LARRY H MILLER ARENA CORP ARENA CORP	301 W SOUTHTEMPLE ST		SALT LAKE UT	84101 84101
REDEVELOPMENT AGENCY OF SALT LAKE CITY T LAKE CITY	301 W SOUTHTEMPLE ST 3577 E 8620 S			
BILL & CAROL BENGTZEN LLC ENGTZEN LLC UTAH POWER & LIGHT CO & LIGHT CO	825 NE MULTNOMAH ST #1900		COTTONW UT PORTLAND OR	97232
UTAH POWER & LIGHT CO & LIGHT CO	825 NE MULTNOMAH ST #1900		PORTLANDOR	97232
APPLE HOSPITALITY SLCH 7141 LLC CH 7141 LLC	814 E MAIN ST		RICHMONIVA	23219
APPLE HOSPITALITY SLCH 7141 LLC CH 7141 LLC APPLE HOSPITALITY SLC GARAGE 7142, LLC E 7142, LLC	814 E MAIN ST		RICHMONIVA	23219
APPLE HOSPITALITY SLC GARAGE 7142, LLC E 7142, LLC APPLE HOSPITALITY SLCC 7140, LLC C 7140, LLC	 		RICHMONIVA	23219
	814 E MAIN ST		PHOENIX AZ	85016
VESTAR GATEWAY, LLC ATEWAY, LLC STATE BOARD OF REGENTS LOAN PURCHASE PROGRAM ASE PROGRAM	2415 E CAMELBACK ROAD		SALT LAKE UT	84101
	60 S 400 W # FL-5			
STATE BOARD OF REGENTS LOAN PURCHASE PROGRAM ASE PROGRAM	60 S 400 W		SALT LAKE UT	84101 84111
GATEWAY BLOCK B CONDOMINIUM OWNERS ASSOCIATION ASSOCIATION GATEWAY BLOCK A CONDOMINIUM OWNERS ASSOCIATION ASSOCIATION	101 S 200 E # 200 101 S 200 E # 200		SALT LAKE UT	84111
VESTAR GATEWAY, LLC ATEWAY, LLC	2415 E CAMELBACK RD		PHOENIX AZ	85016
			SALT LAKE UT	
BNOLLC BNOLLC DAVID W BERNOLFO; GLORIA B ROTHWELL B ROTHWELL	51 E 400 S # 210 163 S MAIN ST		SALT LAKE UT	84111 84111
SALT LAKE COUNTY LAKE COUNTY	PO BOX 144575		SALT LAKE UT	84114
JAPANESE CHURCH OF CHRIST H OF CHRIST			SALT LAKE UT	84101
	268 W 100 S 19 E 200 S		SALT LAKE UT	84101
CORNER 64, LLC NER 64, LLC			SALT LAKE UT	84111
WEST QUARTER RESIDENTIAL LLIC TIAL LLIC	1245 E BRICKYARD RD 1245 E BRICKYARD RD		SALT LAKE UT	84106
WEST QUARTER RESIDENTIAL I, LLC TIAL I, LLC				
Current Occupant	39 N 400 W		SALT LAKE UT	84103 84101
Current Occupant			 	
Current Occupant	28 N 400 W		SALT LAKE UT	84103
Current Occupant	55 N 300 W		SALT LAKE UT	84103 84103
Current Occupant	340 W SOUTH TEMPLE ST		SALT LAKE UT	
Current Occupant	240 W SOUTH TEMPLE ST		SALT LAKE UT	84103
Current Occupant	76 S 400 W 301 W SOUTH TEMPLE ST		SALT LAKE UT	84101 84101
Current Occupant				
Current Occupant	365 W SOUTH TEMPLE ST		SALT LAKE UT	84101 84101
Current Occupant	377 W 100 S		SALT LAKE UT	84101
Current Occupant	141 S 400 W		SALT LAKE UT	84101
Current Occupant	125 S 400 W	DEAD	SALT LAKE UT	84101
Current Occupant Current Occupant	125 S 400 W 141 S 400 W	REAR REAR	SALT LAKE UT	84101
	140 S 300 W	INEAN	SALT LAKE UT	84101
Current Occupant	144 S 300 W		SALT LAKE UT	84101
Current Occupant Current Occupant	345 W 100 S		SALT LAKE UT	84101
Current Occupant	424 W 100 S		SALT LAKE UT	84101
			SALT LAKE UT	
Current Occupant	90 S 400 W	2A	SALT LAKE UT	84101 84101
Current Occupant	90 S 400 W	2B		84101
Current Occupant Current Occupant	90 S 400 W	2C	SALT LAKE UT	84101
-	90 S 400 W	2D	SALT LAKE UT	84101
Current Occupant Current Occupant	90 S 400 W	2E	SALT LAKE UT	84101
Current Occupant	90 S 400 W	2F	SALT LAKE UT	84101
Current Occupant	441 W 100 S	<u> </u>	SALT LAKE UT	84101
Current Occupant Current Occupant	441 W 100 S	3B	SALT LAKE UT	84101
Current Occupant		JB	 	84101
·	279 W SOUTH TEMPLE ST		SALT LAKE UT	84101
Current Occupant	265 W SOUTH TEMPLE ST		SALT LAKE UT	
Current Occupant	55 S 300 W	NEC	SALT LAKE UT	84101
Current Occupant	50 S 200 W	NFF	SALT LAKE UT	84101
Current Occupant	266 W 100 S		SALT LAKE UT	84101
Current Occupant	276 W 100 S 111 S 300 W	сом	SALT LAKE UT	84101
Current Occupant	111 S 300 W	COIVI	SALT LAKE UT	84101 84101
Current Occupant	1 T T 2 200 AA	I	JALI LANE UI	IO4TOT

SALT LAKE CITY ORDINANCE No. of 2025

(An ordinance regarding a development agreement for the Jazz Arena Parking Garage)

An ordinance regarding a development agreement for the Jazz Arena Parking Garage to be located at 301 West South Temple, as legally described in Exhibit A ("Property"), pursuant to Petition No. PLNPCM2025-00619.

WHEREAS, the Salt Lake City Planning Commission ("Planning Commission") held a public hearing on August 13, 2025, to consider a request made by Jazz Arena Investors LLC ("Applicant") (Petition No. PLNPCM2025-00619) to approve a development agreement amending various sections of Title 21A of the *Salt Lake City Code* pertaining to a multi-story parking garage to be located on the Property; and

WHEREAS, at its August 13, 2025 meeting, the Planning Commission voted in favor of forwarding a positive recommendation with conditions to the Salt Lake City Council ("City Council") on said petition; and

WHEREAS, after a public hearing on this matter the City Council has determined that adopting this ordinance is in the city's best interests.

NOW, THEREFORE, be it ordained by the City Council of Salt Lake City, Utah:

SECTION 1. <u>Approval of the Development Agreement</u>. The development agreement attached hereto as Exhibit B is hereby approved.

SECTION 2. <u>Condition.</u> The publication of this ordinance is conditioned upon the Applicant and the property owner executing the development agreement attached hereto as Exhibit B.

SECTION 3. <u>Effective Date</u>. This Ordinance shall become effective on the date of its first publication. The Salt Lake City Recorder is instructed to not publish this ordinance until the

condition set forth in Section 2 is satisfied as certified by the Salt Lake City Planning Director or his designee.

SECTION 4. <u>Time.</u> If the condition identified above has not been met within one year after adoption, this ordinance shall become null and void. Prior to such one year period, the City Council may, for good cause shown, by resolution, extend the time period for satisfying the condition identified above.

Passed by the City Council of Salt Lake C	City, Utah this day of
, 2025.	
CH ATTEST:	AIRPERSON
CITY RECORDER	
Transmitted to Mayor on	
Mayor's Action:Approved.	Vetoed.
\overline{MA}	YOR
CITY RECORDER (SEAL)	APPROVED AS TO FORM Salt Lake City Attorney's Office
Bill No of 2025. Published: Ordinance approving DA Jazz Arena Parking Garage (final) v1	Date:8/18/25 By: <u>/s/ Courtney Lords</u> Courtney Lords, <i>Senior City Attorney</i>

EXHIBIT "A"

Legal description of the portion of property at 301 West South Temple

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 DEVELOPMENT AGREEMENT FOR THE JAZZ ARENA PARKING GARAGE

This MASTER DEVELOPMENT AGREEMENT ("Agreement" or "MDA") is made and entered as of the ____ day of _____, 2025, by and between Salt Lake City Corporation, a municipal corporation and political subdivision of the State of Utah ("City"); the Community Reinvestment Agency of Salt Lake City formerly known as the Redevelopment Agency of Salt Lake City ("CRA"); and the Jazz Arena Investors LLC, a Utah limited liability company ("Master Developer").

RECITALS

- A. The capitalized terms used in these Recitals are defined above and in Section 1.2, below.
- B. Master Developer is developing the Property, which is owned by CRA.
- 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, the CRA, and the general public.
- E. The Parties acknowledge that development of the Property pursuant to this MDA will result in 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.
- F. 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.
 - G. The Master Developer and the City have cooperated in the preparation of this MDA.
- H. 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.
- I. 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 §§ 10-9a-102(18) and -532 (2025).
 - J. This MDA was considered by the Planning Commission on August 13, 2025.
- K. On ______, 2025, the City Council held a public hearing and approved this Agreement by the adoption of Ordinance #

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" – "B" 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 Title 21A of Salt Lake City Code. 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 9.
 - 1.2.2. *Administrator* means the Planning Director.
 - 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. *Canopy* means a canopy over portions of the upper level of the Parking Garage to protect cars and guests from inclement weather as more fully specified in the Plans, Exhibit "B".
 - 1.2.6. *City* means Salt Lake City Corporation, a municipal corporation and political subdivision of the State of Utah.
 - 1.2.7. *City's Vested Laws* means the Zoning Ordinance of Salt Lake City, Title 21A, in effect at the time that the complete Development Application was submitted.
 - 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. *Development* means the development of the Project pursuant to an approved Development Application.
 - 1.2.11. **Development Application** means the application for this MDA which is referenced in the City's Planning system as PLNPCM2025-00619.
 - 1.2.12. *Dispute* means any disagreement between the Parties regarding the administration or implementation of the MDA, including but not limited to a Default.
 - 1.2.13. *Dispute Resolution Process* means the non-exclusive processes for resolving any Dispute as specified in Section 7.
 - 1.2.14. *Façade* means the façade for the Parking Garage, subset of the whole Project, as illustrated and generally specified in Exhibit B.
 - 1.2.15. *LUDMA* means the Land Use, Development, and Management Act, Utah Code §§ 10-9a-101, *et seq.* (2025).
 - 1.2.16. *Notice* means any notice to or from any party to this MDA that is either required or permitted to be given to another party.
 - 1.2.17. *Master Developer* means Jazz Arena Investors LLC.
 - 1.2.18. *MDA* means this Master Development Agreement including all of its Exhibits.
 - 1.2.19. *Parking Garage* means the Parking Garage, a subset of the whole Project, as illustrated and generally specified in Exhibit "B".
 - 1.2.20. *Parties* means the Master Developer, CRA and the City.
 - 1.2.21. *Party* means the Master Developer, CRA or the City individually.
 - 1.2.22. *Plans* means the size, design, location and materials of the Project as illustrated on Exhibit "B".

- 1.2.23. *Project* means the complete and full development of the Parking Garage, Canopy, and the Façade.
- 1.2.24. **Property** means the approximately nine and eighteen hundredths (9.18) acres as illustrated on Exhibit "B" and legally described in Exhibit "A", where the Project is located.
- 2. <u>Effect of MDA</u>. This MDA is of limited scope and applicable only to the Project. This MDA does not satisfy the obligation of Master Developer's affiliates, SEG Real Estate LLC and Smith Entertainment Group, LLC, pursuant to that certain Participation, Tax Sharing, and Reimbursement Agreement dated December 10, 2024 (the "Participation Agreement"), to enter into a "Development Agreement" as defined in the Participation Agreement.

3. <u>Development of the Project.</u>

- 3.1. **Compliance with this MDA.** Development of the Project shall be in accordance with the City's Vested Laws as modified by this MDA.
- 3.2. **Approved Plans**. Notwithstanding anything to the contrary in the City's Vested Laws, Master Developer is entitled to construct the Project in strict accordance with the Plans, subject to any approved Administrative Modifications as provided in Section 8. This MDA approves the Plans for purposes of the City's Vested Laws, but no other regulations, including building code, fire code, and public utilities. The Project shall obtain all required permits and shall be subject to the City's standard plan review process.
- 4. **Zoning and Vested Rights.** This MDA does not grant the Master Developer or any Applicant any "vested rights" in Utah common law or Utah Code 10-9a-509. Rather, the Project shall comply with all applicable laws and regulations in Salt Lake City Code. Only to the extent the Plans do not comply with the City's Vested Laws is a waiver hereby given to such regulations.
- 5. **Term of Agreement.** The term of this MDA shall be until December 31, 2029, or upon the issuance of a certificate of occupancy for the Project, whichever occurs first.

6. Default.

- 6.1. **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.
 - 6.2. **Contents of the Notice of Default**. The Notice of Default shall:
 - 6.2.1. **Specific Claim.** Specify the claimed event of Default;
 - 6.2.2. *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;
 - 6.2.3. *Cure Deadline*. The City shall specify a time for Master Developer or Applicant to cure the Default which shall be of no less than thirty (30) days duration, except in case of emergency.
 - 6.2.4. *Appeal Process*. The City shall specify the process to appeal the Notice of Default in accordance with Salt Lake City Code Chapter 21A.16 or its successor.
- 6.3. **Remedies.** If the Parties are not able to resolve a Default, then the Parties may have the following remedies:
 - 6.3.1. *Law and Equity.* All rights and remedies available in law and equity including, but not limited to, injunctive relief and/or specific performance.
 - 6.3.2. **Security.** The right to draw on any security posted or provided in connection with the Project and relating to remedying of the particular Default.

- 6.3.3. **Zoning Enforcement.** The City shall have the remedies set forth in Salt Lake City Code Chapter 21A.20, or its successor.
- Extended Cure Period. Except in case of an emergency, if any Default cannot 6.4. 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, but in no event may exceed one hundred and eighty (180) days. The burden of proof of reasonable diligence shall be on the defaulting Party.
- 7. **Dispute Resolution.** Any Dispute may be resolved as follows.
- Meet and Confer regarding Disputes. The City and Applicant shall meet within fifteen (15) business days of any Dispute to resolve the issues specified in the Dispute.
 - Mediation of Disputes. 7.2.
 - 7.2.1. *Optional Mediation Process.* If the City and the Applicant are unable to resolve a Dispute the parties may attempt within ten (10) business days after a written request for mediation to appoint a mutually acceptable mediator. The parties shall equally share the cost of mediation. 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. Notices. All notices required or permitted under this 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. Jim Olson 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: Planning Director 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

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

- 8.1.1. *Hand Delivery.* The day it is delivered personally or by courier service.
- 8.1.2. *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.
- 8.1.3. *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.

9. Administrative Modifications.

- 9.1. **Allowable Administrative Applications:** Only minor modifications of the Plans (and no terms of this Agreement) may be considered and approved by the Administrator. Such minor modifications include minor changes to the size set forth in the Plans. Minor size changes are dimensional changes of elements of the Project that are no greater than 10%. Changes to the overall design or location shall not be minor. The Administrator shall have the sole, unappealable, discretion to decide if a request by Master Developer constitutes a minor modification subject to this section. If the Administrator determines that a request is not a minor modification, then such request shall be processed as an amendment to this Agreement requiring review by both the Salt Lake City Planning Commission and City Council.
 - 9.1.1. **Materials Specifications.** Exhibit "B" specifies the materials that will be used for the Project. Any modifications or changes to the materials specified in Exhibit B is not a minor modification, therefore, is not an Administrative Modification.
- 9.2. **Application to Administrator.** Applications for Administrative Modifications may only be requested by the Master Developer and shall be filed with the Administrator. Any and all applications for Administrative Modifications must comply with the requirements in Salt Lake City Code 21A.59.030.
- 9.3. 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 memorialize such approval against the applicable portion of the Property in the official City records.
- 9.4. **Appeal of Administrator's Denial of Administrative Modification.** If the Administrator denies any proposed Administrative Modification, the Master Developer may seek approval of such modification as an amendment to this Agreement, which shall require review by both the Salt Lake City Planning Commission and City Council.
- 10. **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.
- 11. <u>Attorney's Fees.</u> Each party is solely responsible for its own costs of any legal fees and costs, including attorneys fees related to or resulting from this Agreement, with the exception of any shared mediation costs per Section 7 of this Agreement.
- 12. <u>Headings</u>. The captions used in this MDA are for convenience only and are not intended to be substantive provisions or evidence of intent.
- 13. **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.
- 14. **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 written consent of the City as provided herein.
 - 14.1. **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.
 - 14.2. **Recorded Notice.** An instrument shall be recorded specifying the material details of any assignment approved in accordance with this Section. 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.
- 15. **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.
- 16. **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.
- 17. <u>Severability</u>. 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.
- 18. <u>Force Majeure</u>. 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.

- 19. <u>Time is of the Essence</u>. Time is of the essence to this MDA, and every right or responsibility shall be performed within the times specified.
- 20. 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 Jim Olson. 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.
- 21. **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.
- 22. <u>Mutual Drafting</u>. 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.
- 23. <u>Applicable Law.</u> 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.
- 24. **Venue.** Any action to enforce this MDA shall be brought only in the Third District Court for the State of Utah, Salt Lake City.
- 25. **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.
- 26. **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.
- 27. <u>Authority</u>. 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 , 2025.
- 28. <u>Covenant of Good Faith and Fair Dealing</u>. Each Party shall use its best efforts and take and employ all necessary actions in good faith consistent with this Agreement to ensure that the rights secured by the other Party through this Agreement can be enjoyed.
- 29. REPRESENTATION REGARDING ETHICAL STANDARDS FOR CITY OFFICERS AND EMPLOYEES AND FORMER CITY OFFICERS AND EMPLOYEES. Master Developer represents that it has not: (1) provided an illegal gift or payoff to a City officer or employee or former City officer or employee, or his or her relative or business entity; (2) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, or brokerage or contingent fee, other than bona fide employees or bona fide commercial selling agencies for the purpose of securing business; (3) knowingly breached any of the ethical standards set forth in City's conflict of interest ordinance, Chapter 2.44, Salt

Lake City Code; or (4) knowingly influenced, and hereby promises that it will not knowingly influence, a City officer or employee or former City officer or employee to breach any of the ethical standards set forth in City's conflict of interest ordinance, Chapter 2.44, Salt Lake City Code.

30. GOVERNMENT RECORDS ACCESS AND MANAGEMENT ACT. City is subject to the requirements of the Government Records Access and Management Act, Chapter 2, Title 63G, Utah Code Annotated or its successor ("GRAMA"). All materials submitted by Master Developer pursuant to this Agreement are subject to disclosure unless such materials are exempt from disclosure pursuant to GRAMA. The burden of claiming an exemption from disclosure shall rest solely with Master Developer. Any materials for which Master Developer claims a privilege from disclosure shall be submitted marked as "Business Confidential" and accompanied by a concise statement of reasons supporting Master Developer's claim of business confidentiality. City will make reasonable efforts to notify Master Developer of any requests made for disclosure of documents submitted under a claim of business confidentiality. Master Developer may, at Master Developer's sole expense, take any appropriate actions to prevent disclosure of such material. Master Developer specifically waives any claims against City related to disclosure of any materials required by GRAMA.

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

TABLE OF EXHIBITS

Exhibit "A" Exhibit "B" Legal Description of The Property Plans

[signatures on following pages]

	CITY:
ATTEST:	SALT LAKE CITY CORPORATION, a political subdivision of the State of Utah
By:	By: Mayor Erin Mendenhall
Approved as to form:	
City Attorney's Office Date:	
STATE OF UTAH) :ss
COUNTY OF SALT LAKE This instrument was acknowledged Mendenhall, Mayor of Salt Lake Co	before me this day of, 2025, by Erin y Corporation, a political subdivision of the State of Utah.
WITNESS my hand and official sea	I.
Notary Public	
	[CRA SIGNATURE BLOCK TO BE ADDED]

MASTER DEVELOPER:

JAZZ ARENA INVESTORS LLC,

a Utah limited liability company

, Manager

MASTER DEVELOPER ACKNOWLEDGMENT

STATE OF UTAH)
COUNTY OF SALT LAKE	iss)
sworn, did say that he is the Months of the Months of the foregoing that the foregoing the sworn, and that the foregoing the sworn, did say that he is the Months of the sworn, did say that he is the Months of the sworn, did say that he is the Months of the sworn, did say that he is the Months of the sworn, did say that he is the Months of the sworn, did say that he is the Months of the sworn, did say that he is the Months of the sworn, did say that he is the Months of the sworn, did say that the sworn of th	, 2025, personally appeared before me duly anager of JAZZ ARENA INVESTORS LLC , a Utah limited liability ng instrument was duly authorized by the company at a lawful meeting agreement and signed in behalf of said company.
	NOTARY PUBLIC

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

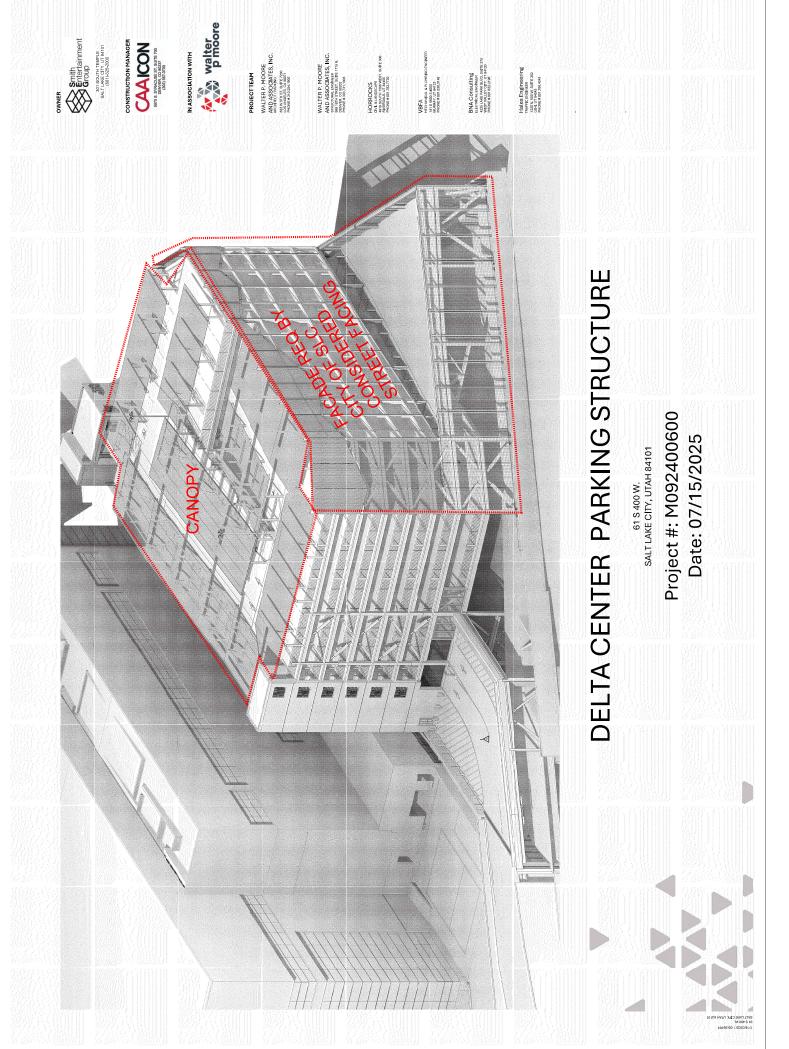
BEG AT THE NE COR OF BLK 79, PLAT A, SLC SUR; S 0°13'31" W 660.36 FT; N 89°46'55" W 660.70 FT; N 0°14'38" E 390.25 FT; N 45°16'17" E 382.34 FT; S 89°46'56" E 390.01 FT TO BEG. (BEING PT OF LOTS 4 & 5 & ALL OF LOTS 1 THRU 3 & 6 THU 8, BLK 79, PLAT A, SLC SUR).

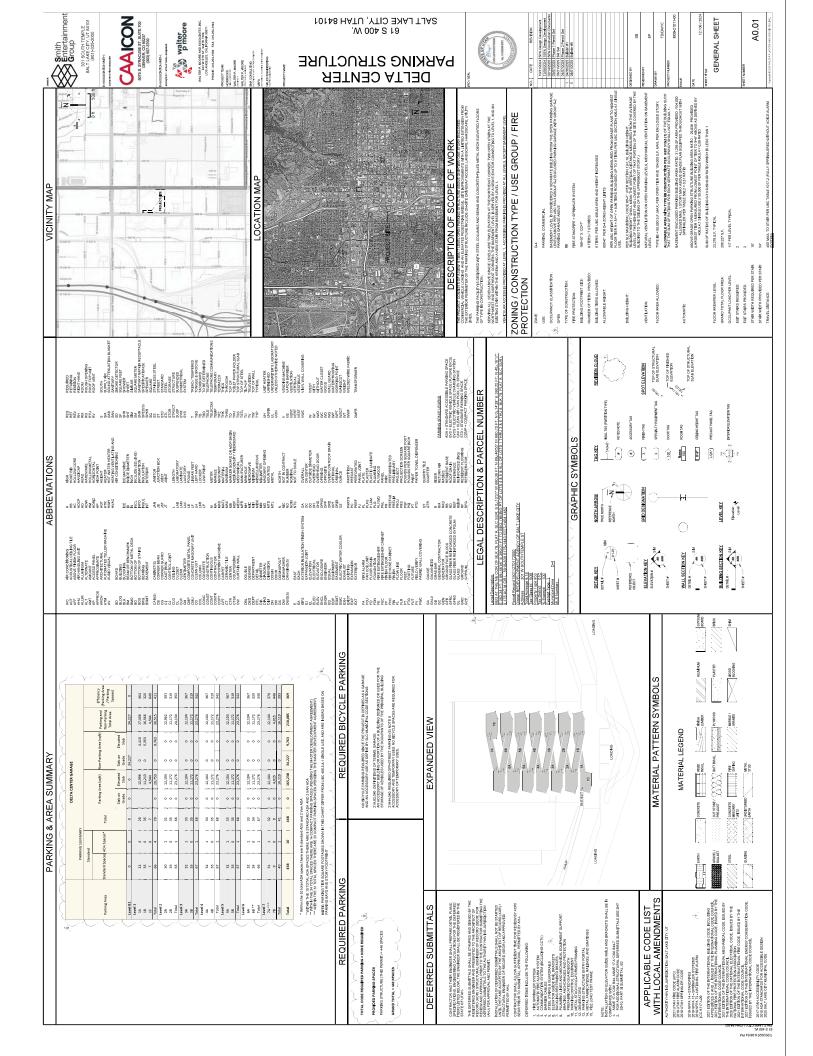
9.176 AC M OR L. 5918-838 6175-1443 6227-1454,1482

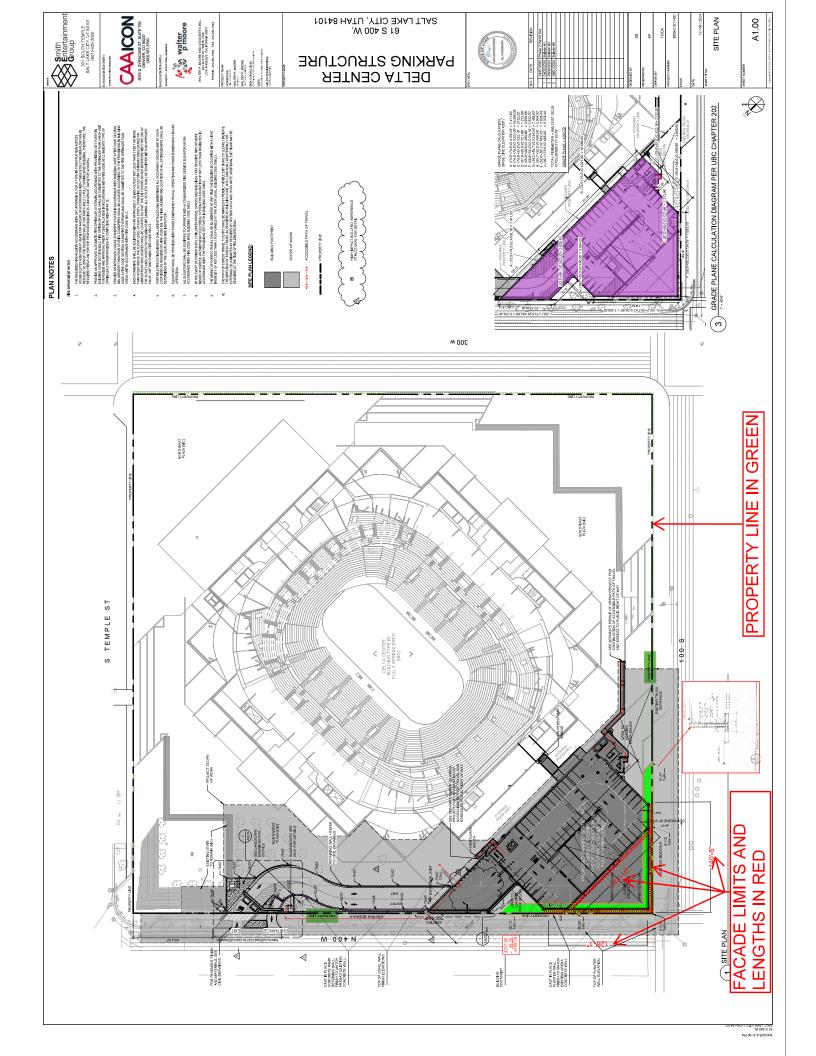
EXHIBIT B

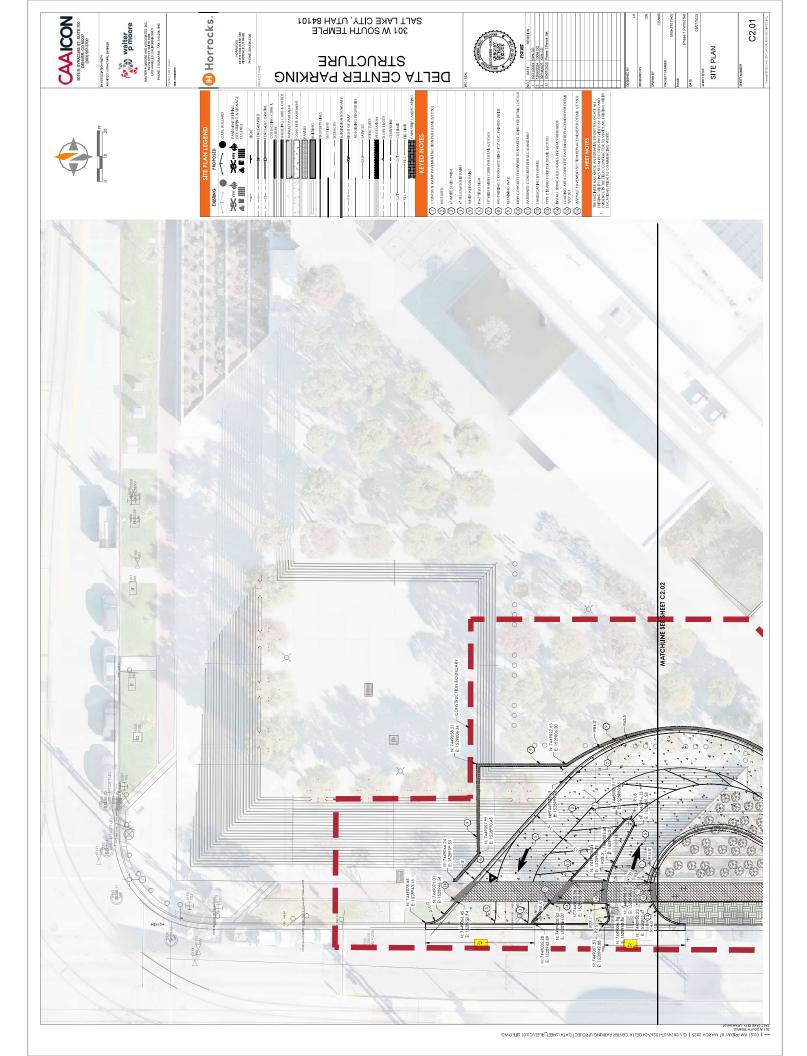
PLANS

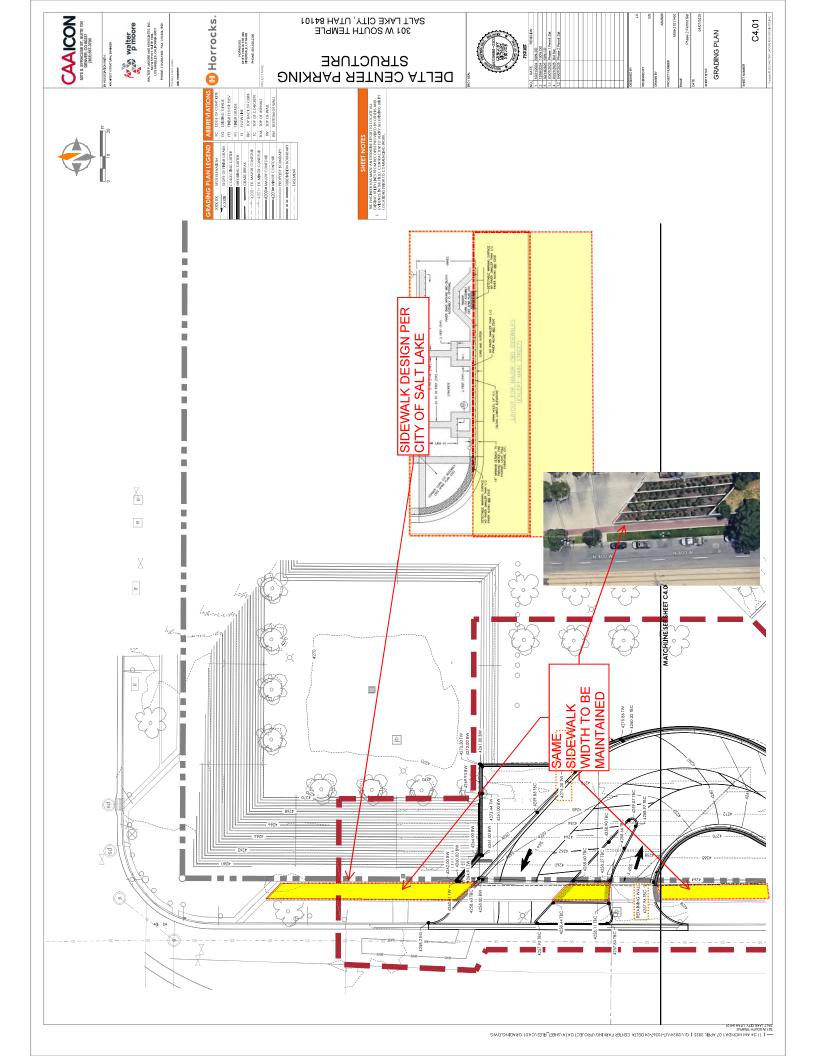
[attached on following pages]

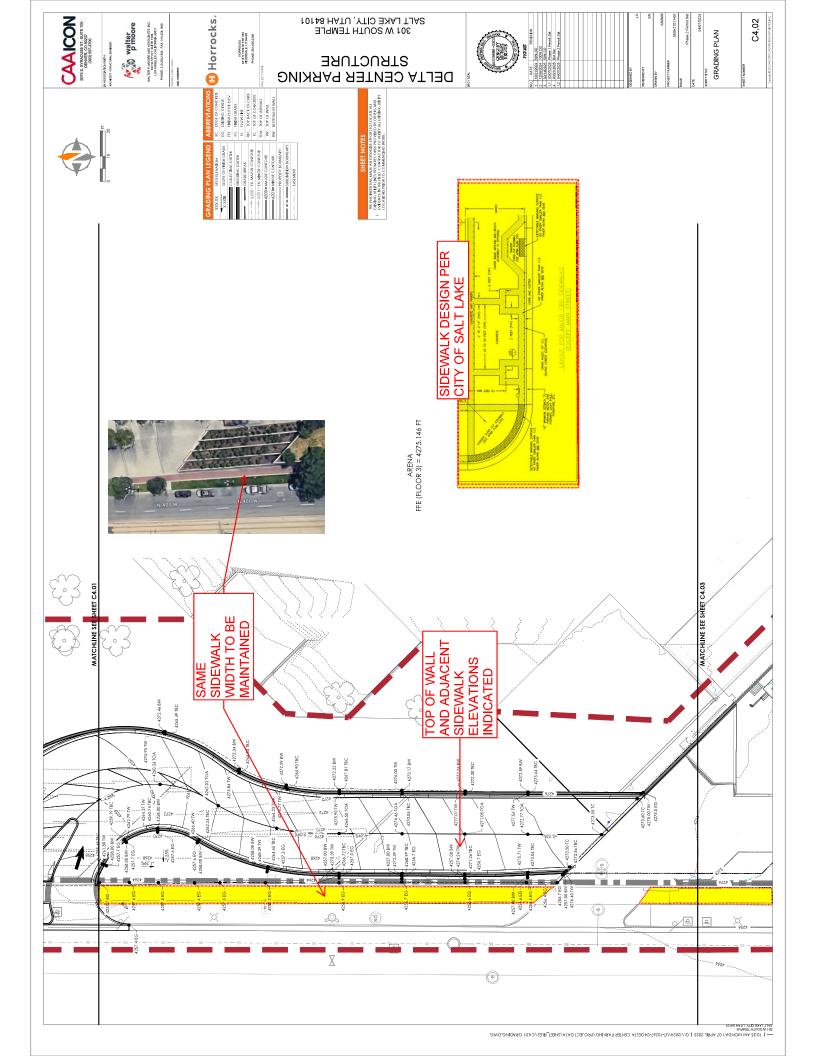


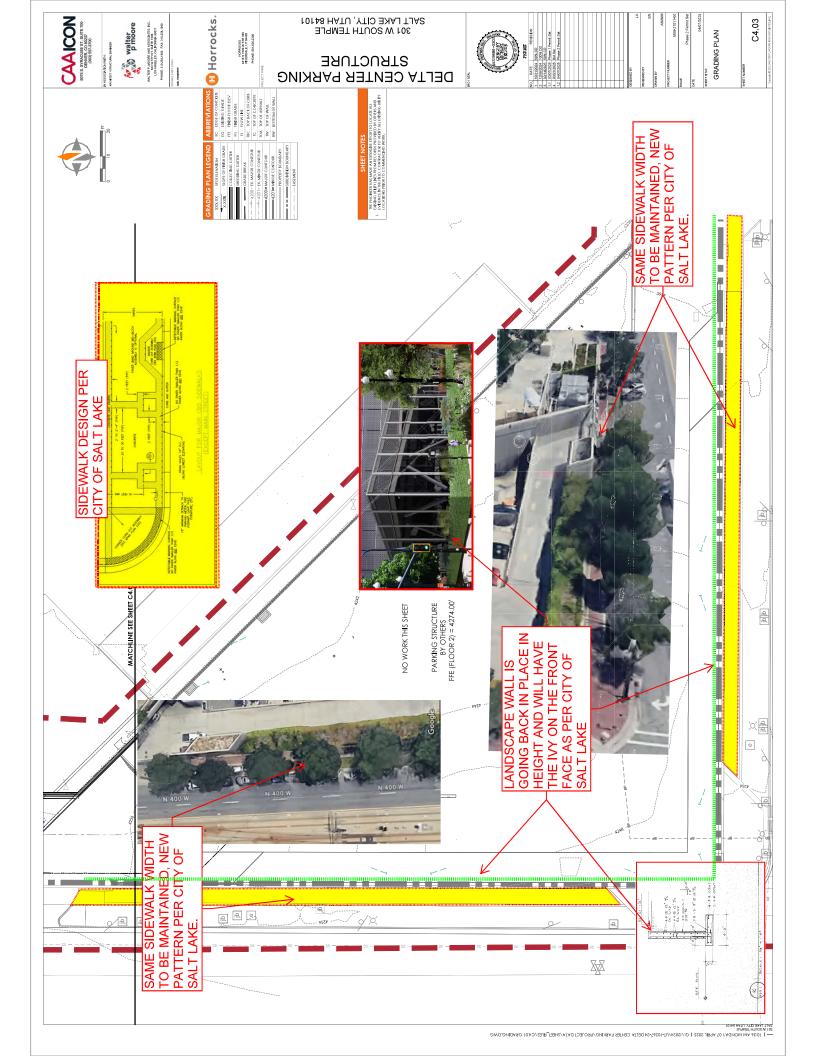


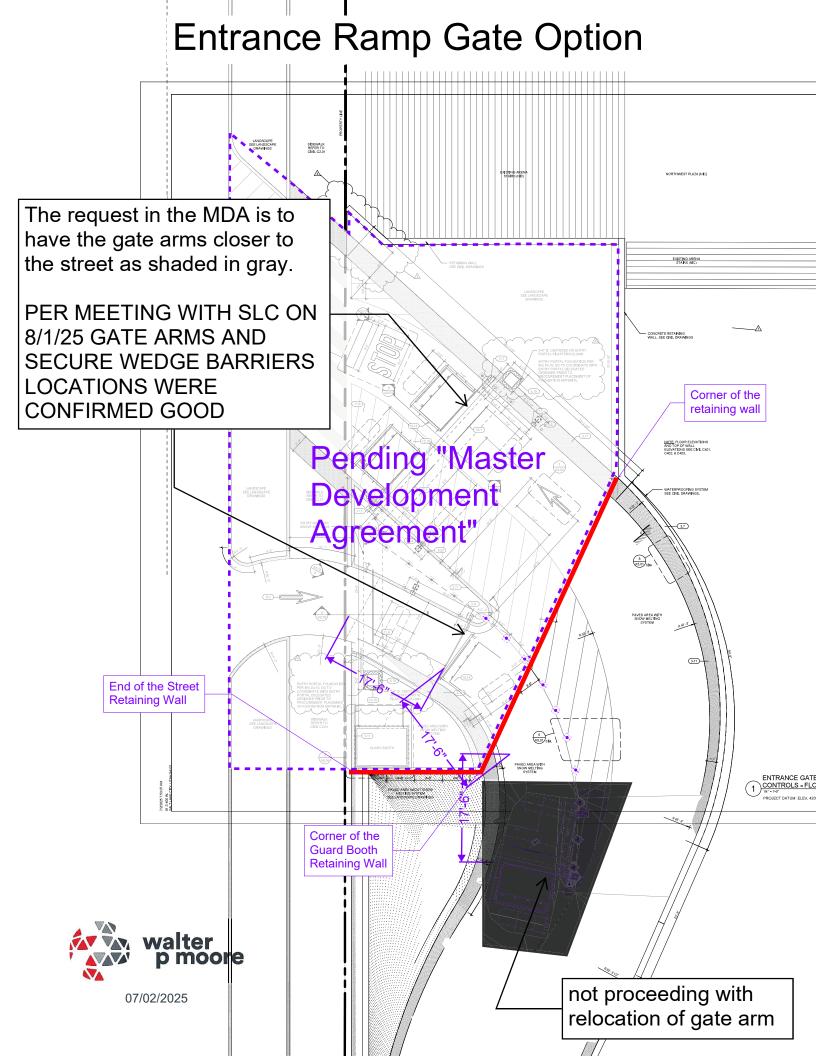


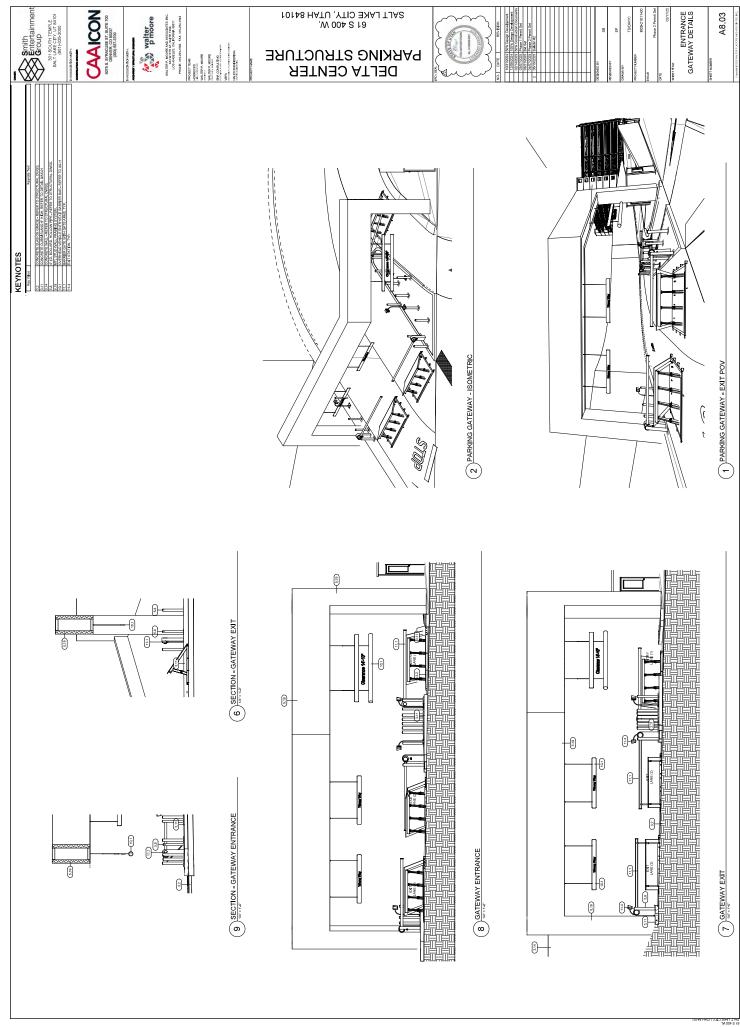


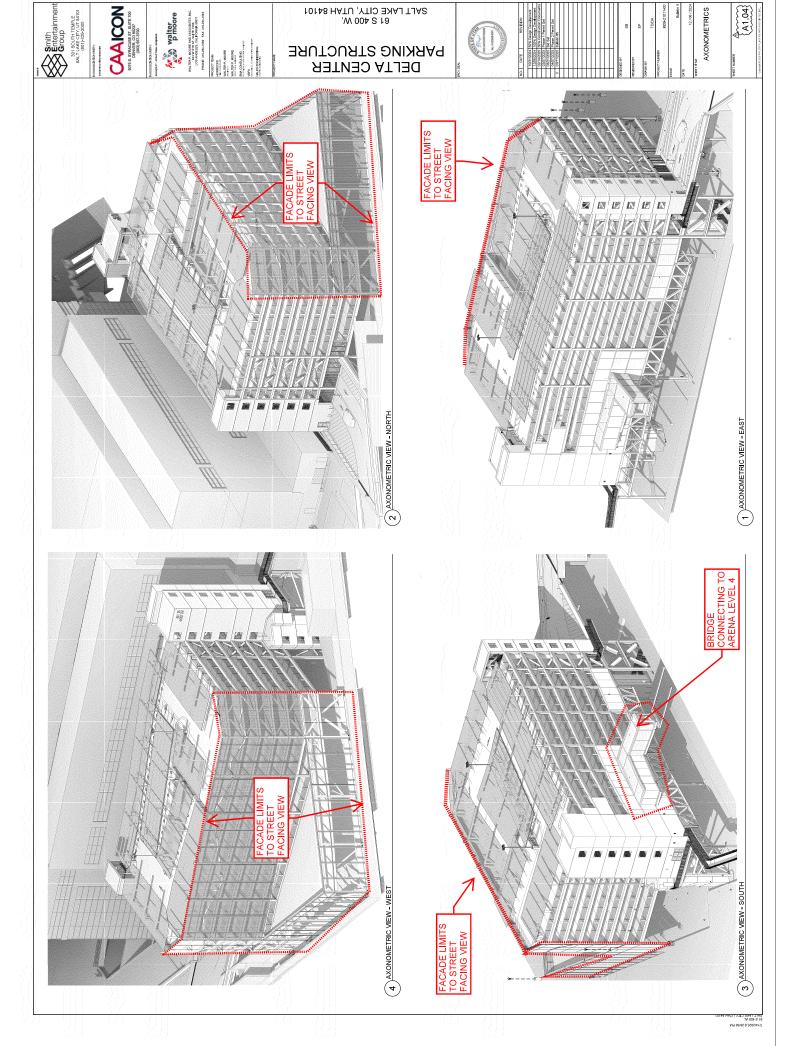


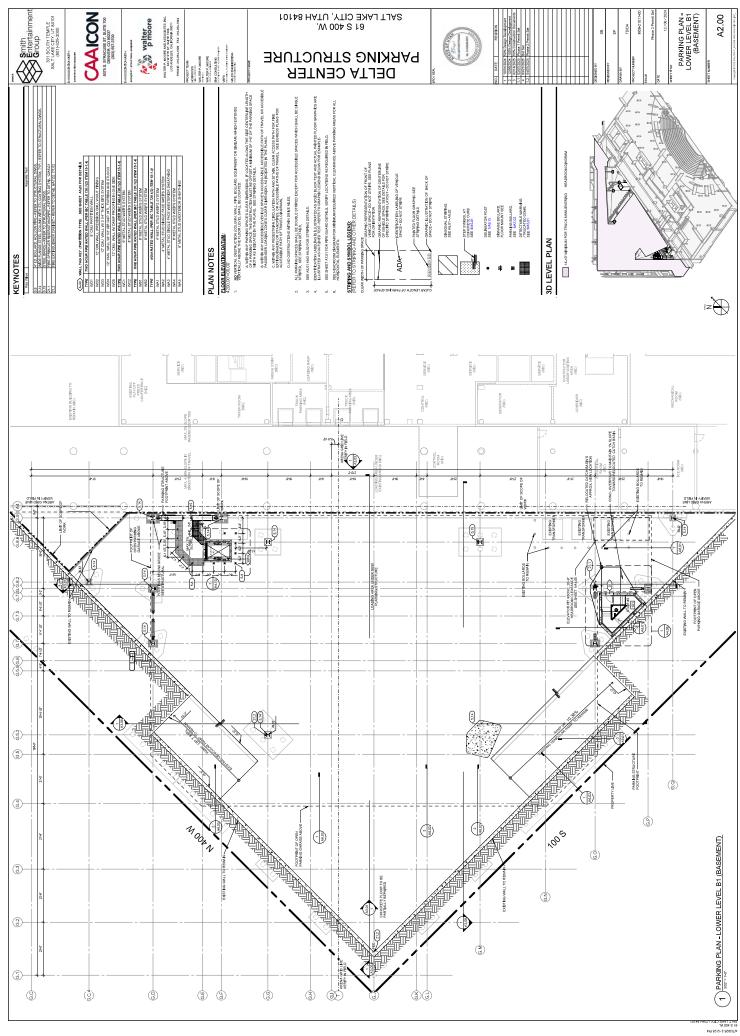


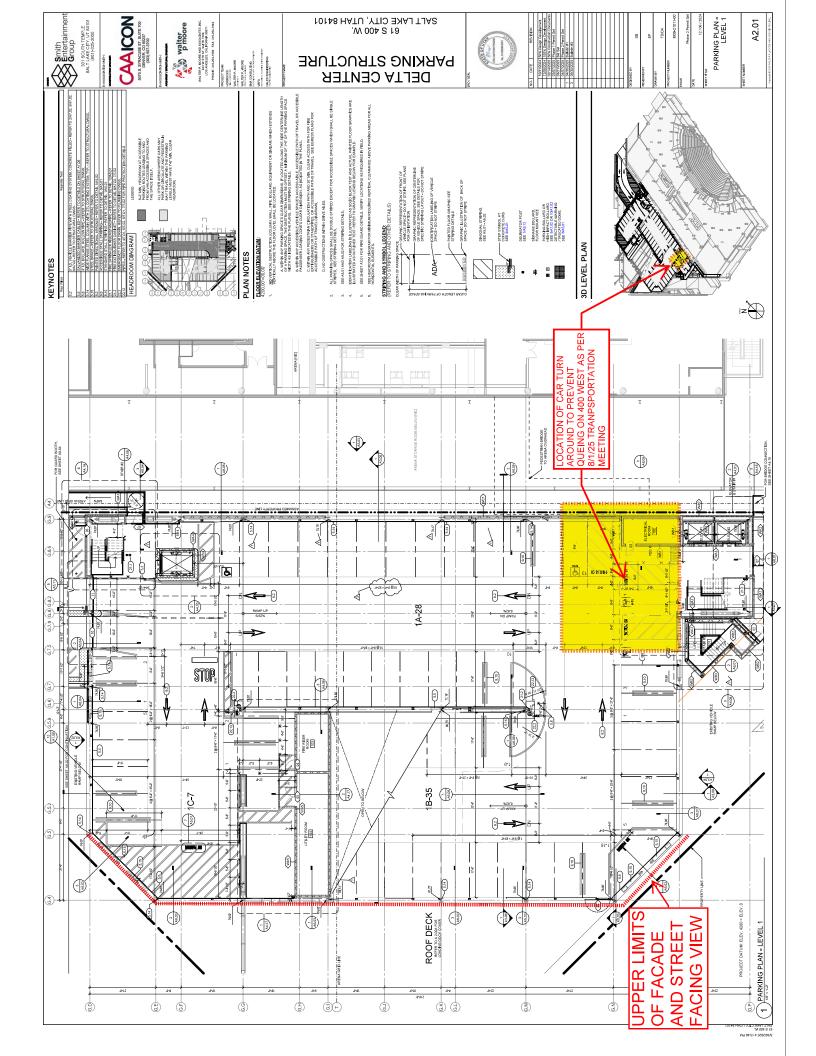


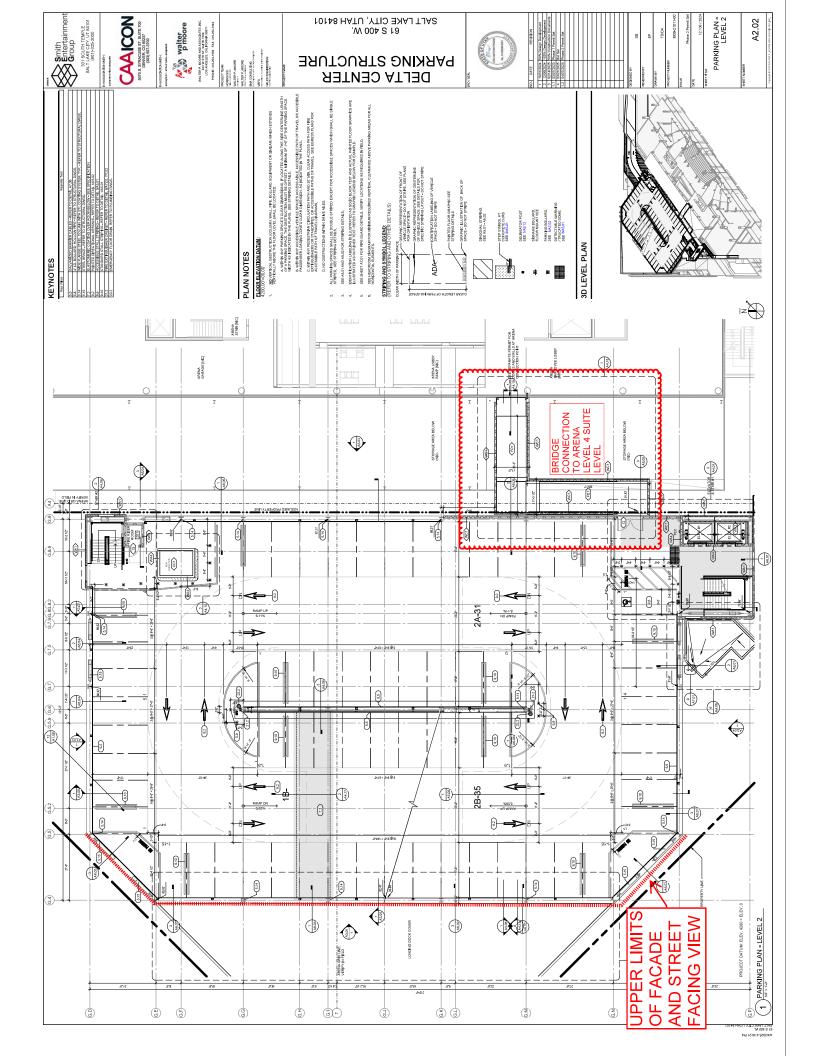


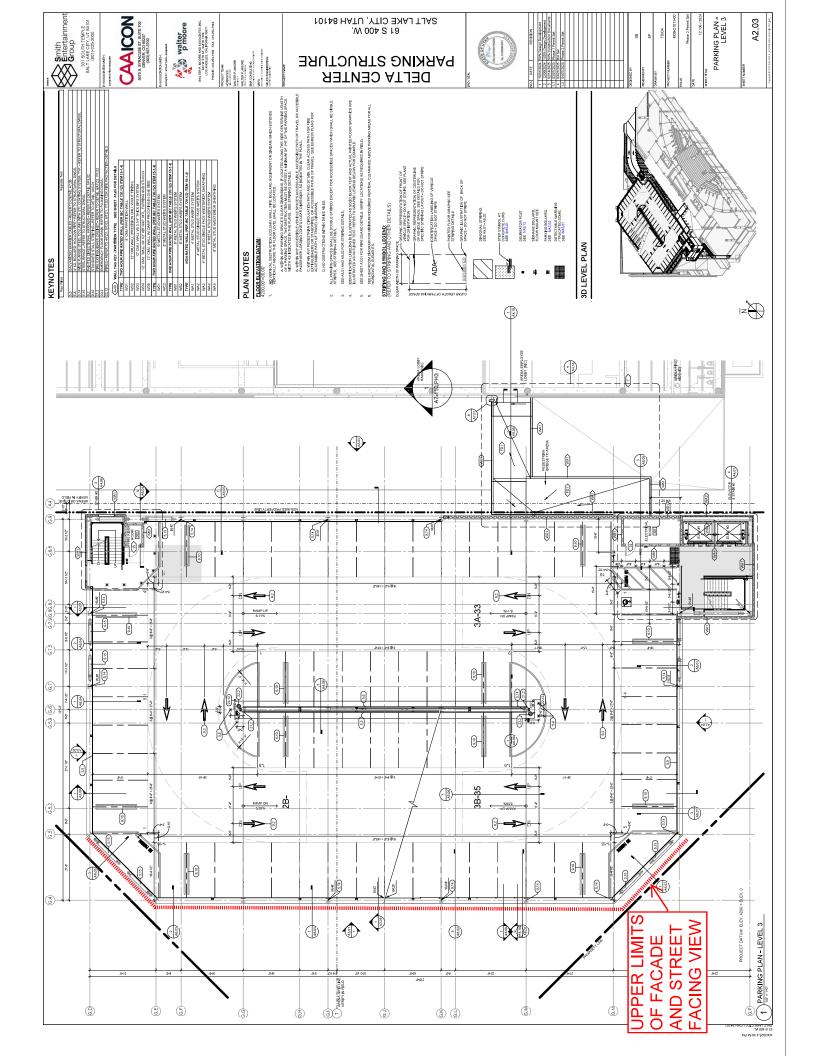


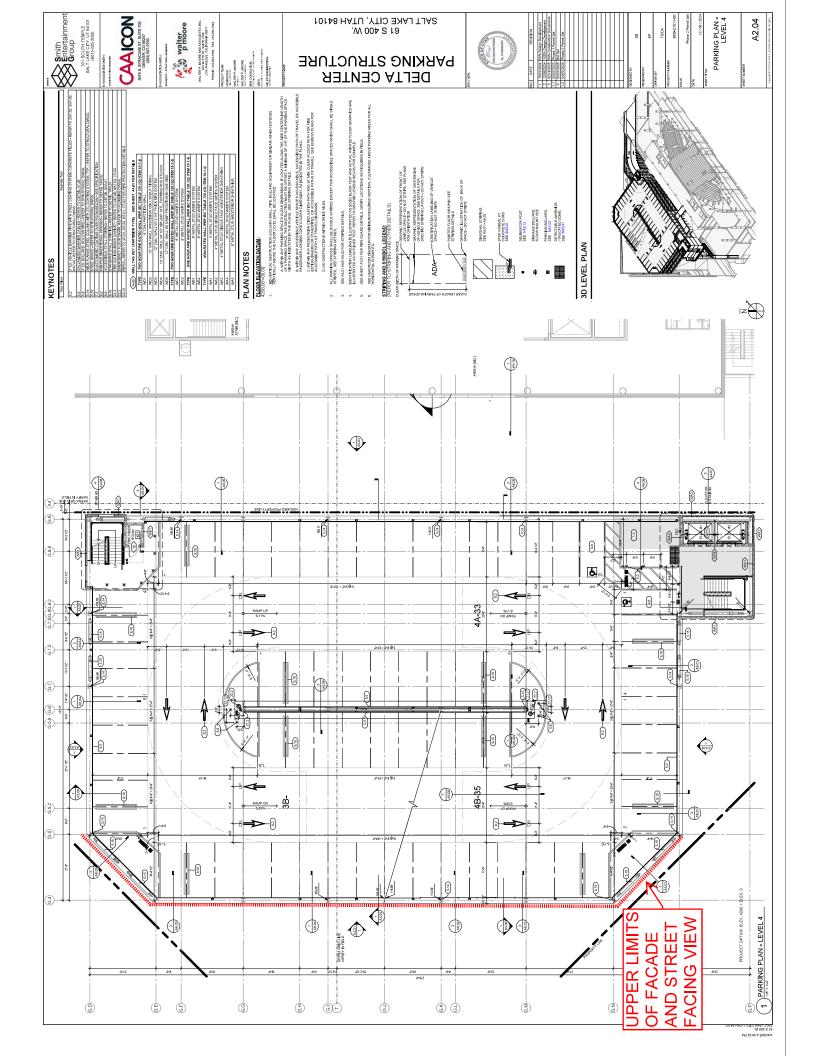


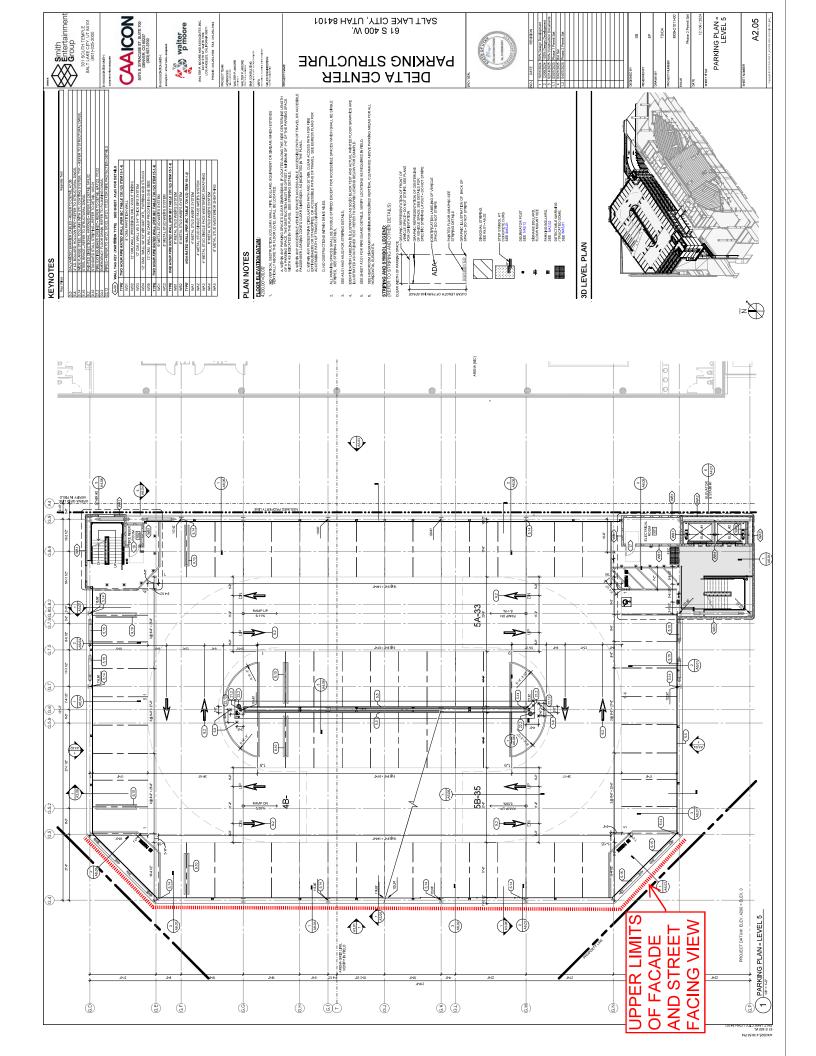


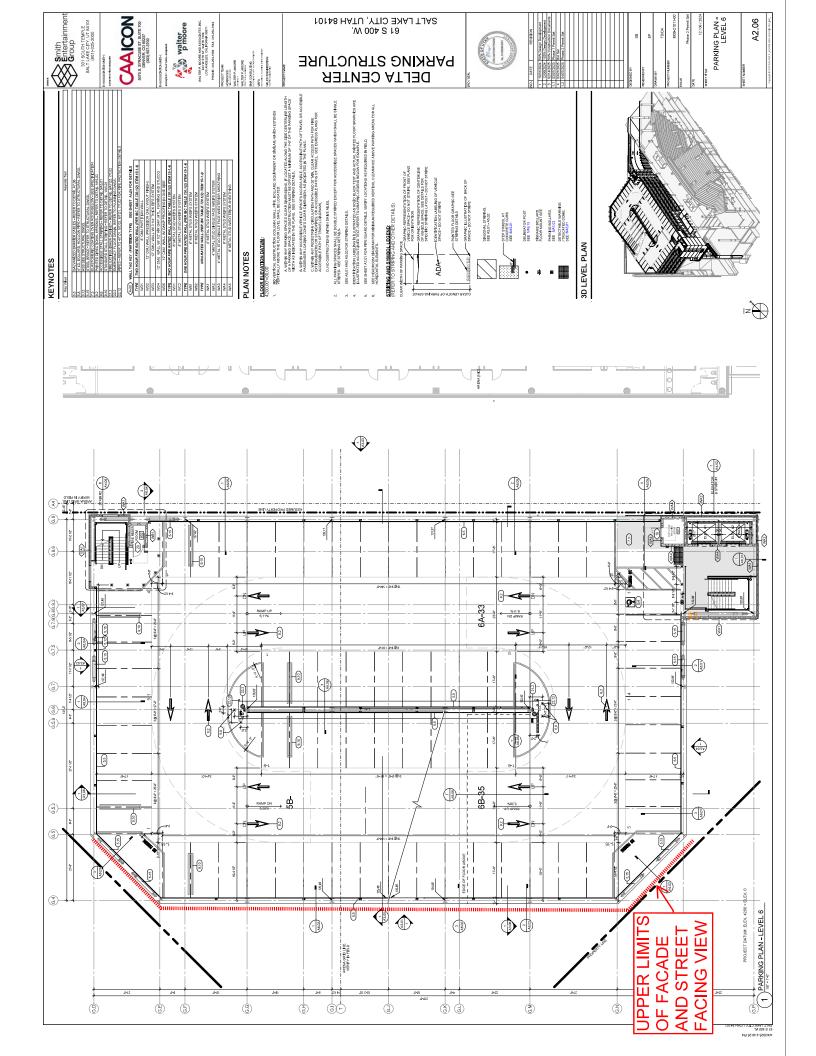


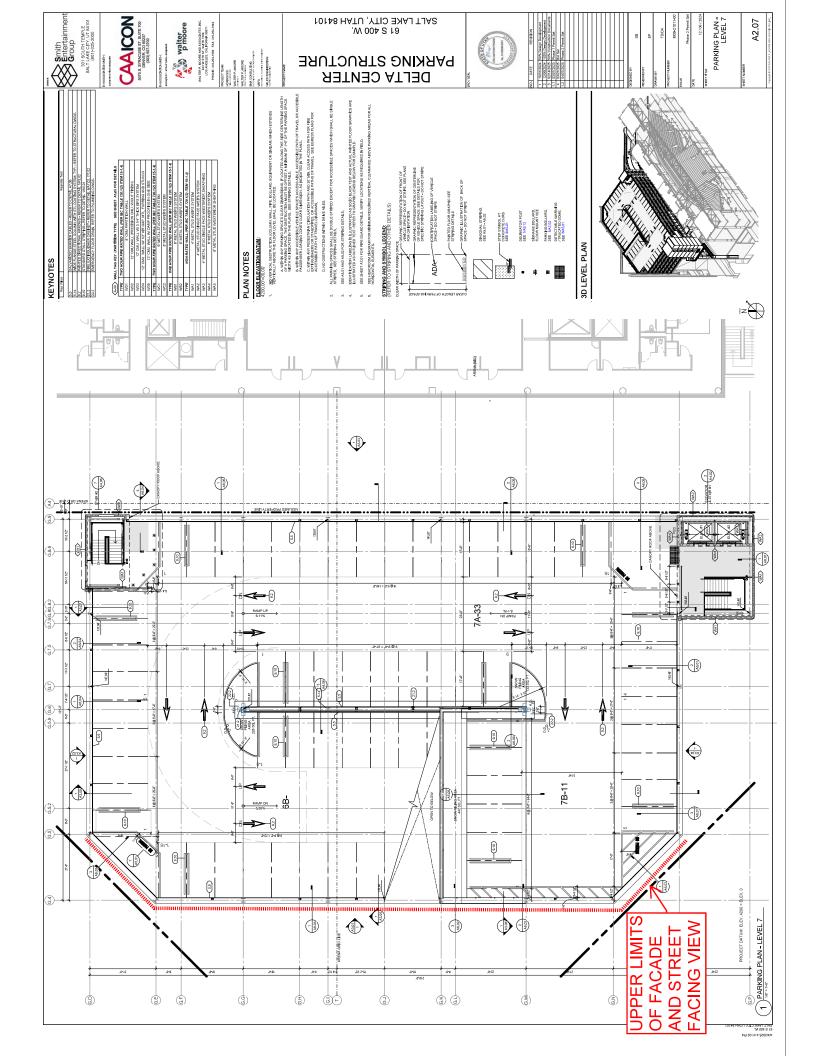


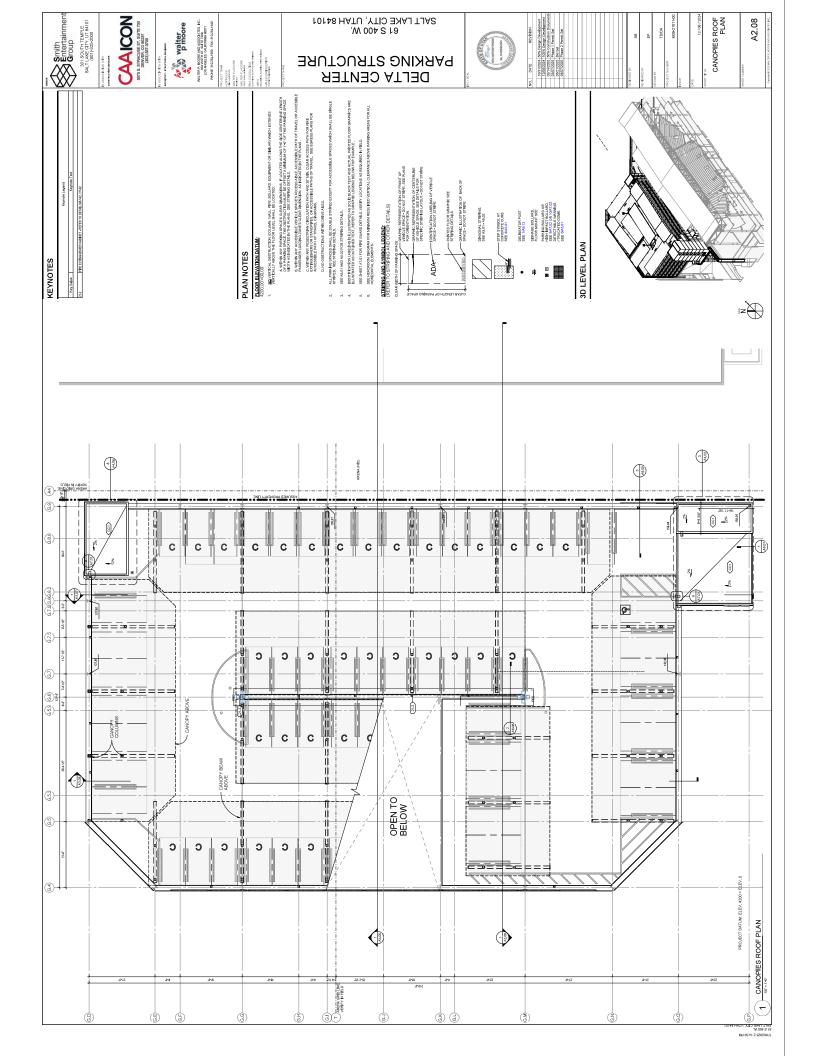












ROOF CANOPIES 3D VIEW LOOKING SOUTH

ROOF CANOPIES 3D VIEW LOOKING EAST

AXONOMETRICS

walter p moore

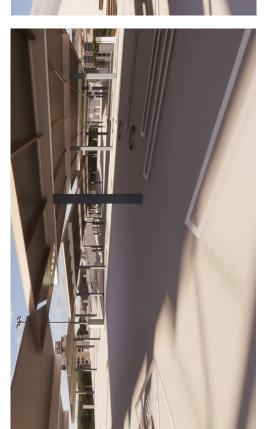
CAAICON

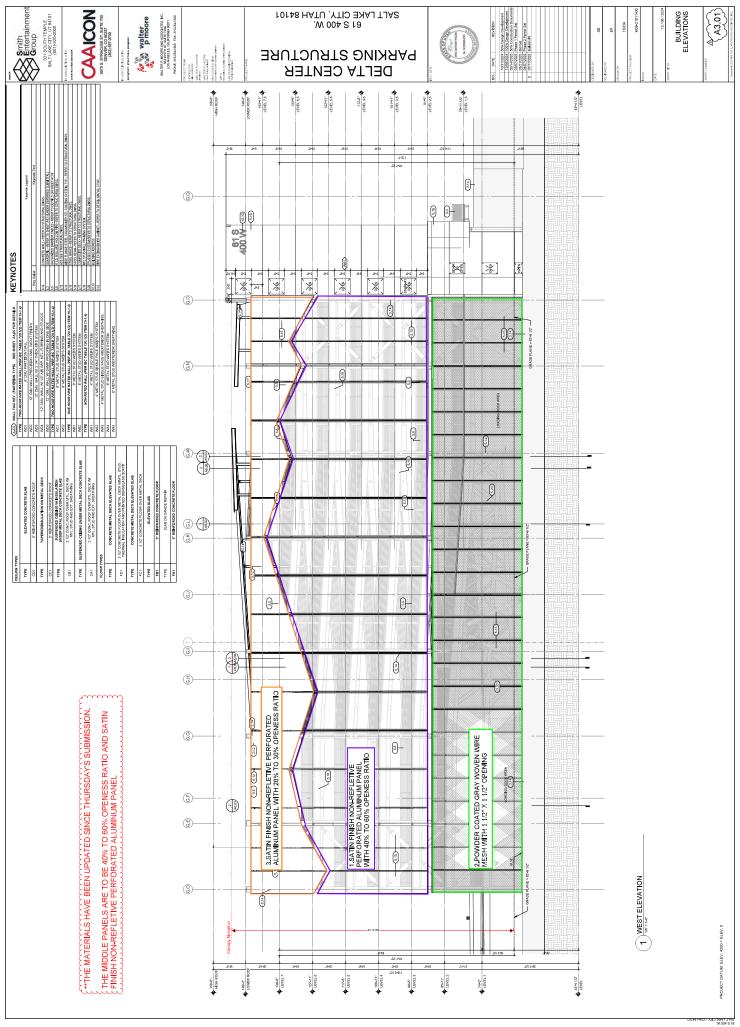
WEIGHT STRUCTURE (IE
CORRUGATED METAL) AND WILL
NOT BE REFLECTIVE SURFACE
SUCH AS GRAY ROOFING PLY
(PREFERRED) OR GALVANIZED

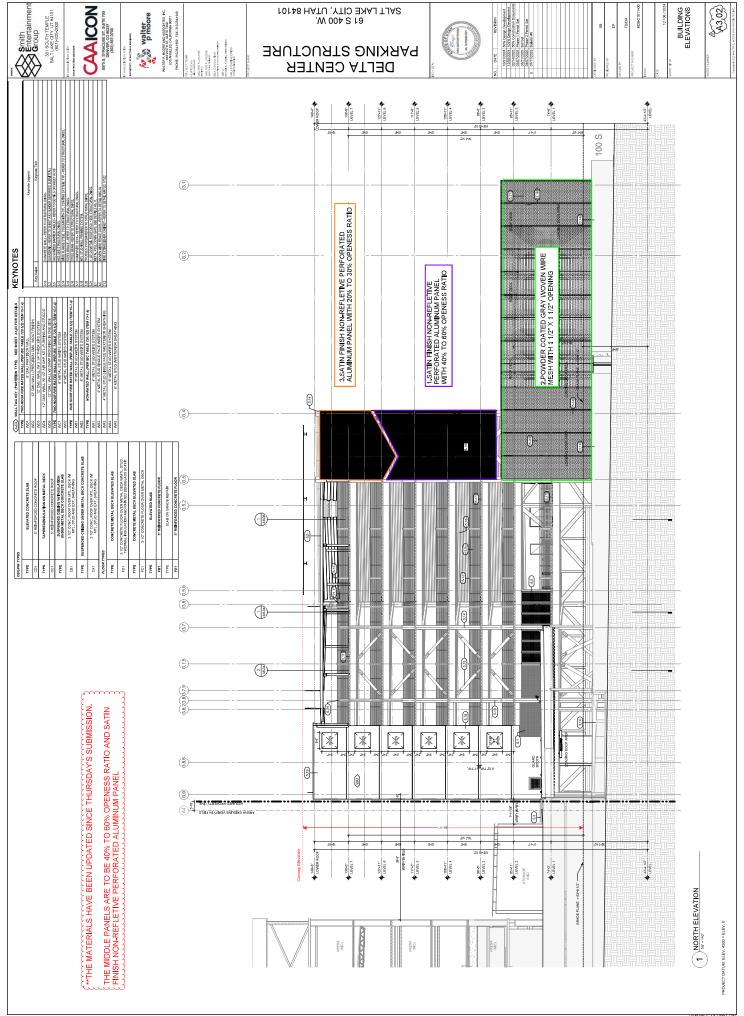
THIS IS FOR CANOPY ILLUSTRATIONS ONLY. DISREGARD THE FACADE. THE FACADE ARE SHOWN ON THE

DELTA CENTER PARKING STRUCTURE

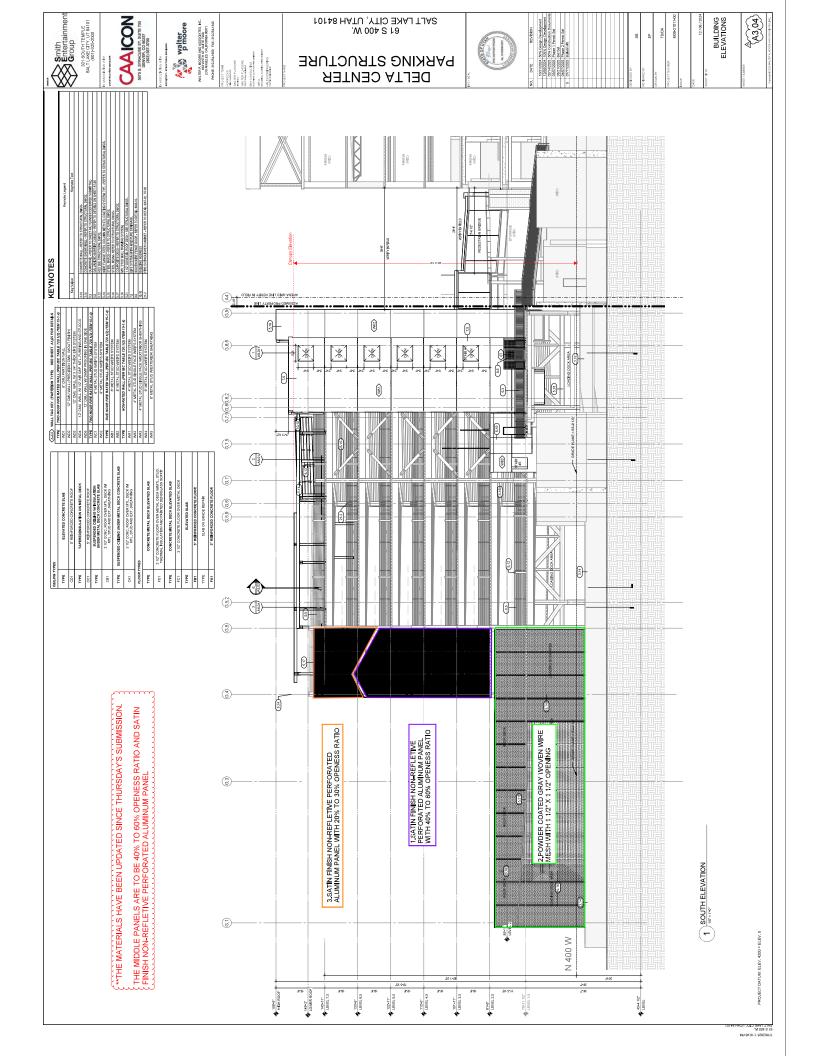
ROOF CANOPIES 3D VIEW LOOKING AT ELEVATOR LOBBY

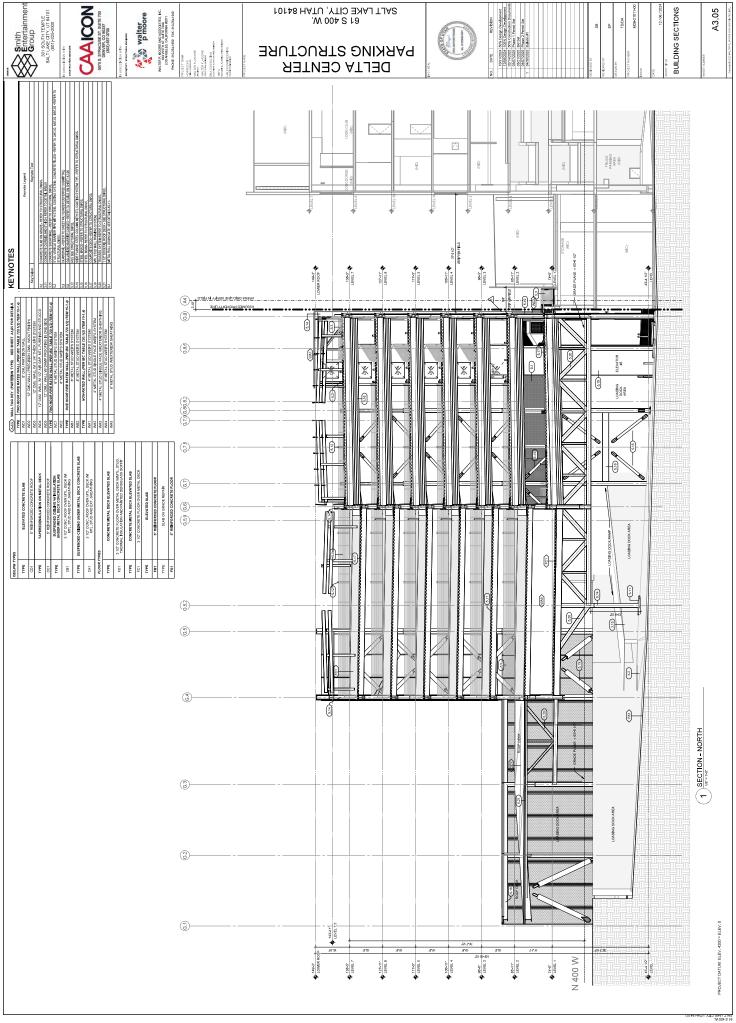


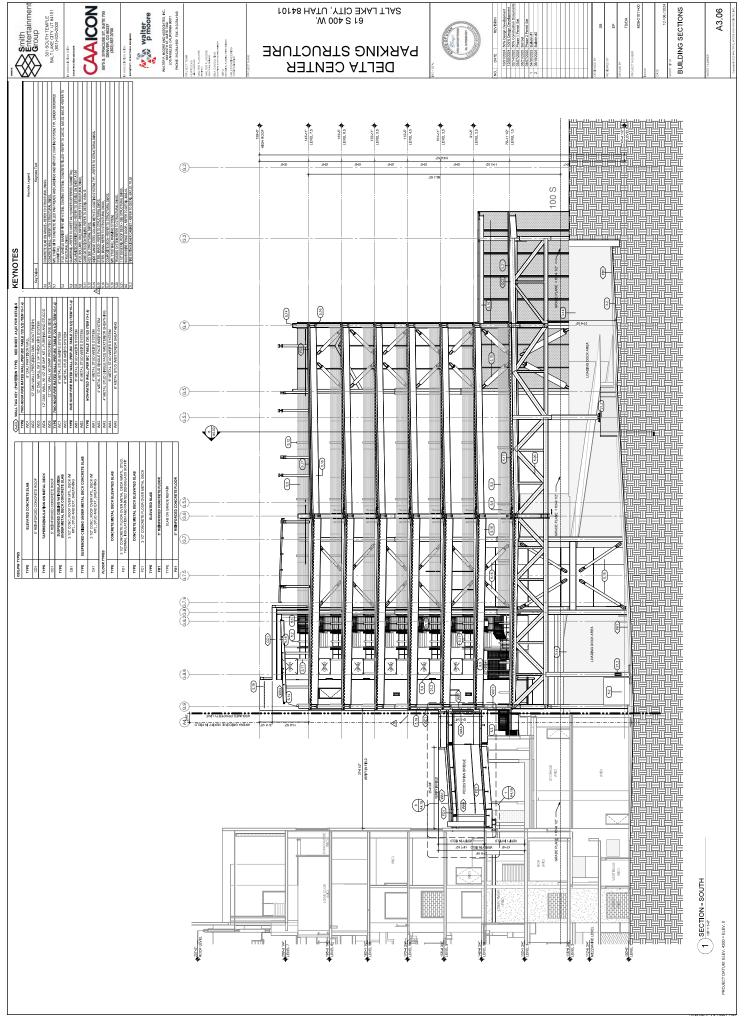


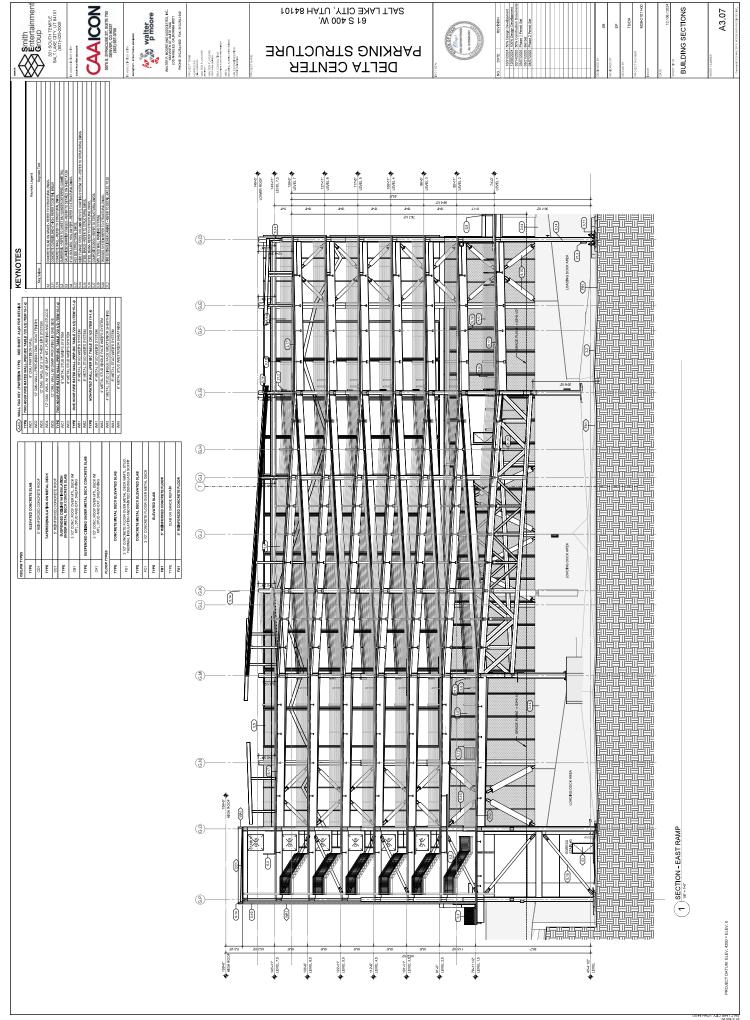


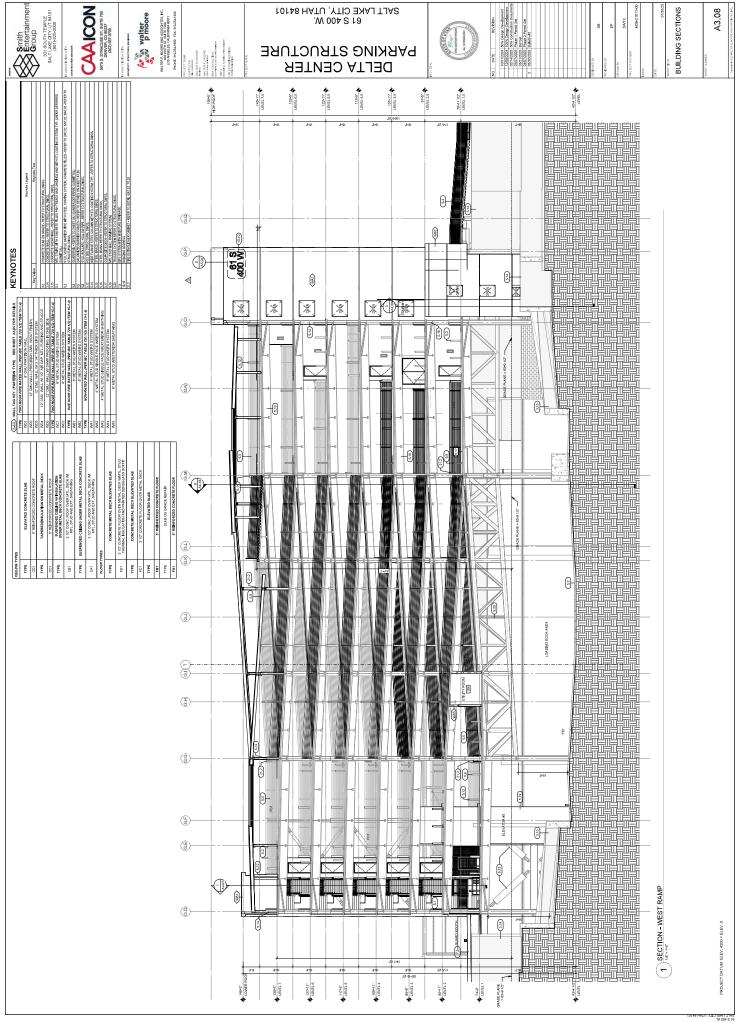




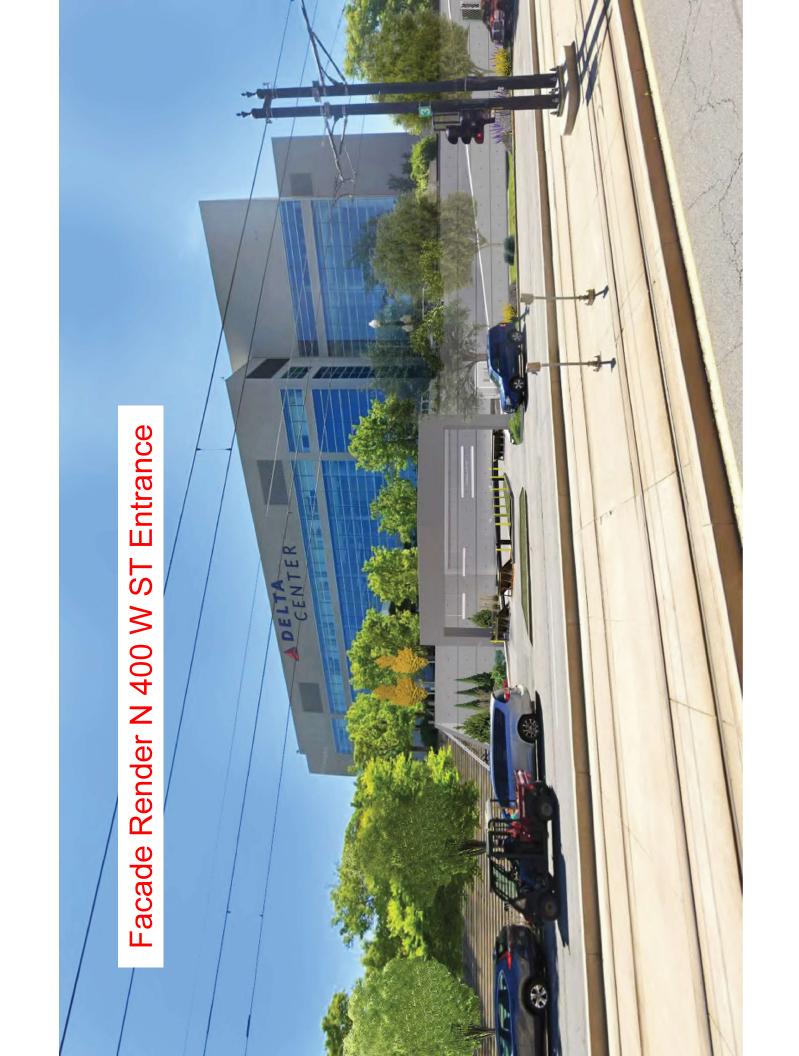
















THIS IS AN EXAMPLE OF THE METAL PANELS WE PURCHASE

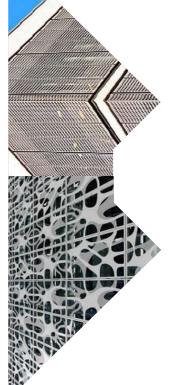
Vitraplate perforated aluminum panels

Fairview Architectural manufactures high-quality perforated aluminum plate panels that offer superior durability and can be rolled, curved and fabricated to suit a range of design requirements.

applications such as for exterior façades, decorative panels, car park screens, balustrade infills, sports stadiums and much more. Our perforated panels can be used for a wide variety of

ALUMINUM PANELS WILL

HAVE LESS



Key Benefits

vitraplate.

- Prefinished 3mm(1/8") solid aluminum plate panels.
- Are highly durable and impact resistant.
- Coil finishing avoids the runs and streaks that result from post-finishing after perforating.
- Perforating after coil finishing ensures that factory-applied protective film keeps the finish intact.

Specifications

Product	Vitraplate 3mm(1/8")
Panel Sizes (width)	Standard: 48", 60", 62" (1219mm, 1524mm, 1574mm)
Panel Sizes (length)	Standard: 122", 146", 196" (3099mm, 3708mm, 4980mm)
Surface Coating	PVDF 70 % Kynar
Finishes	Solid, Metallics, Woodgrains & Specialty Colors
Finish Warranty	Up to 30 years

Quality Control

Vitraplate perforated panels are available in multiple aluminum alloys and are engineered per project depending on the sheet size and perforation pattern required as well as the finish.

As a trusted manufacturer, Fairview Architectural has a robust third-party audited quality control process to ensure supply-chain integrity.



Colors and Finishes

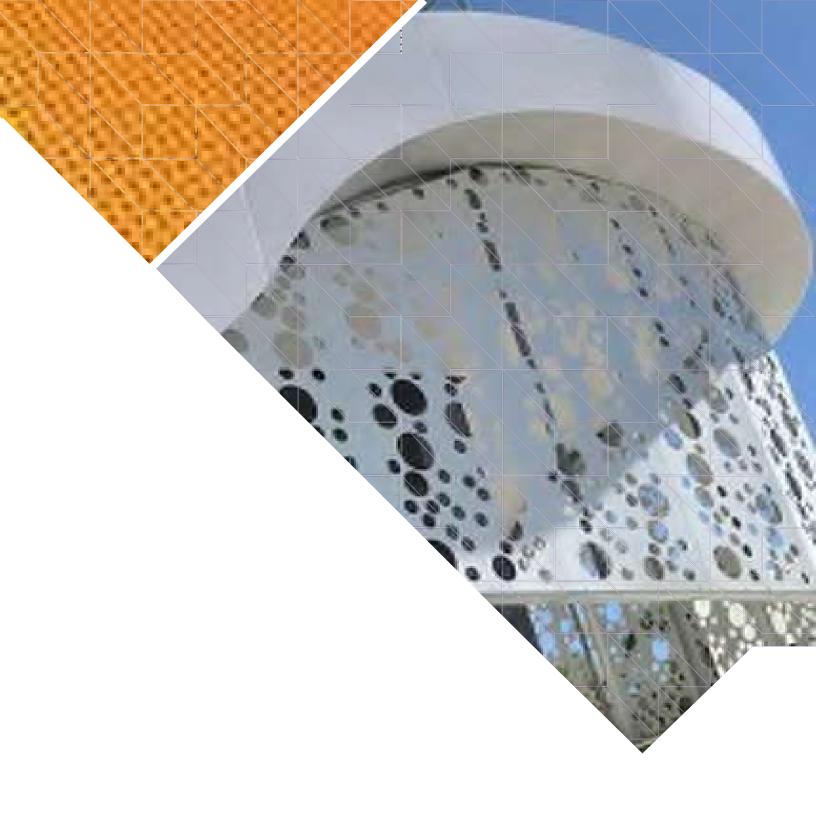
coated process with a flexible 70% PVDF Kynar paint coating system which offers a wide range of finish options such as solid, metallics, patterned finishes.

Perforating after anodizing or coating is preferred in architectural use, because the purpose of the perforations coil coated Vitraplate, the quality and integrity of the finish is for aesthetic reasons, and the exposed cut edge of the are not impacted in any way by perforating

Note: Fairview offers coil coating and coil anodizing over batch coating and batch anodizing as the finish is more consistent and of a higher quality

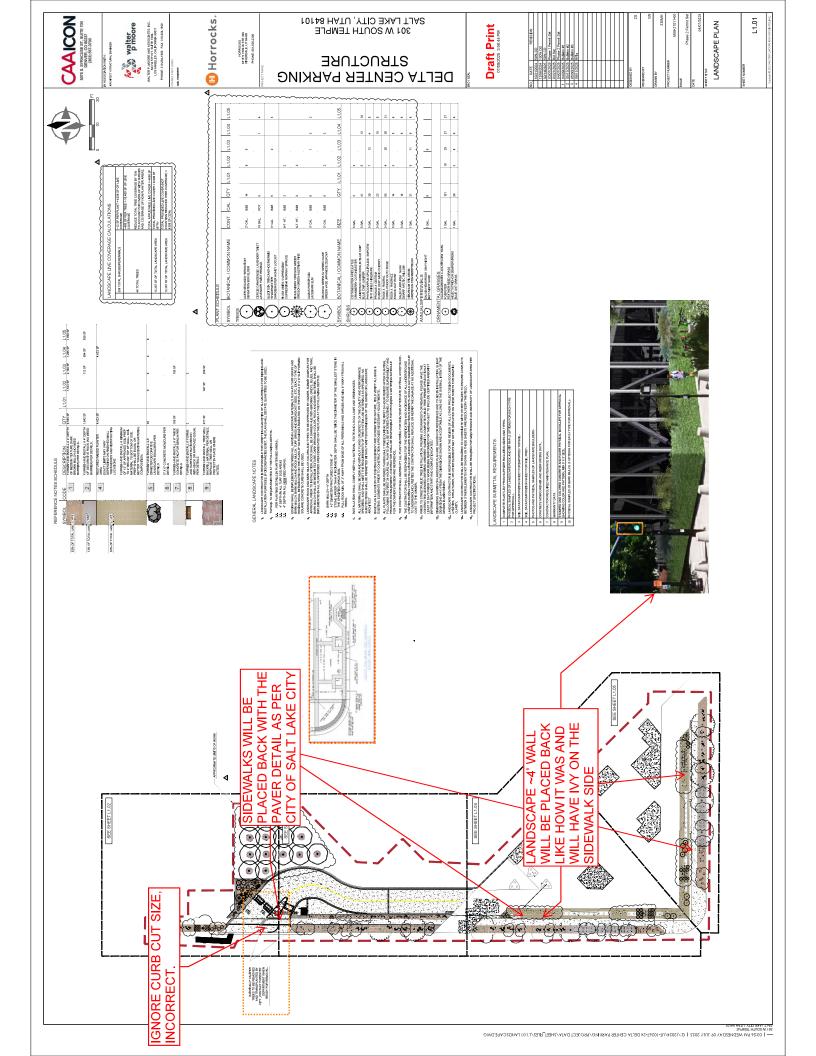


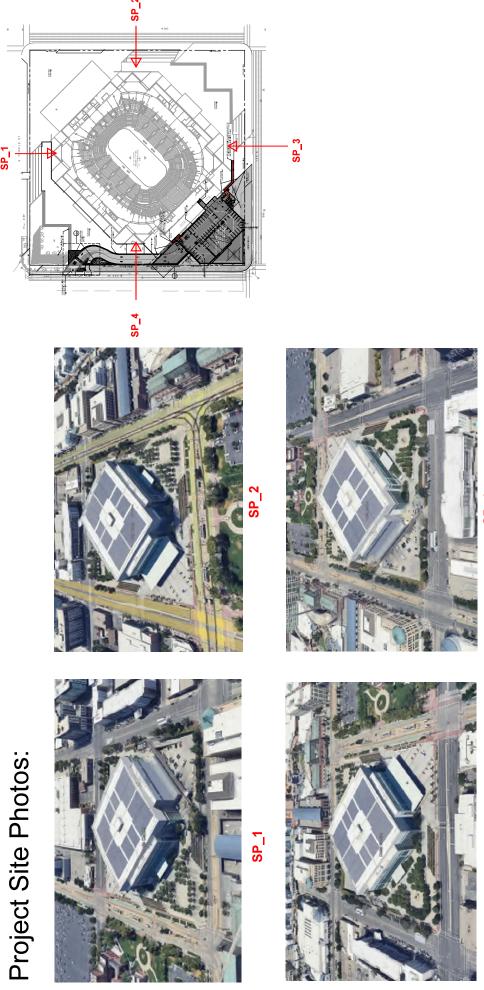




For more information is required please contact the Fairview office on 860-242-2711 or email: helpdesk@fairview-na.com 75 Peters Road, Bloomfield, CT 06002, USA

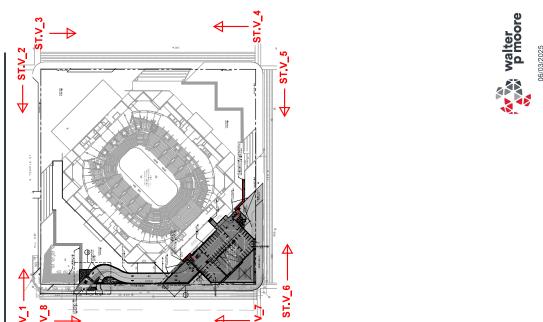








SP



Project Street Views:

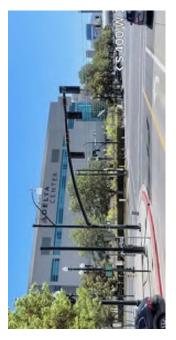
ST.V_8 ST.V_1



ST.V_1



ST.V_2



ST.V_4



ST.V_3







ST.V_7



