

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

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

This MASTER DEVELOPMENT AGREEMENT (“Agreement” or “MDA”) is made and entered as of the 9th day of September, 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 and recommended for approval on August 13, 2025.
- K. On September 2, 2025, the City Council held a public hearing and, on September 9, 2025, 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 11.
- 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 9.
- 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, as well as the bicycle parking, landscaping, and visual activation elements as discussed in Subsections 3.3, 3.4, and 3.5 of this Agreement.

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. **Effect of MDA.** 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. **Development of the Project.**

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.

3.3. **Bicycle Parking.** Master Developer shall provide and install a bicycle rack at each of the following Property corners as generally illustrated on Exhibit B, and prior to issuance of a certificate of occupancy: the northwest corner, the northeast corner, and the southeast corner. The exact locations of said bicycle racks is to be determined in consultation with the City’s Planning and Transportation engineering staff. Each bicycle rack shall provide space for at least 15 bicycles whereby the bicycle frame, not the tires, may be locked to the rack.

3.4. **Landscaping of 100 South and 400 West.** Master Developer shall provide enhanced landscaping along 100 South and 400 West as shown on Exhibit “B”.

3.5. **Visual Activation of 100 South and 400 West.** Master Developer shall provide a minimum of at least \$75,000 in funds to be used to “visually activate” the 400 West and 100 South frontages by way of public art or other similar features to be designed in consultation with the City Planning Department and the City Art Council. The minimum amount of at least \$75,000 shall not be funded through the Public Benefit Ticket Fee as agreed to in Subsection 3.3(a) of the Participation, Tax Sharing & Reimbursement Agreement between the City, SEG Real Estate LLC and Smith Entertainment Group (recorded by the Salt Lake City Recorder’s Office on December 10, 2024).

3.6. **Completion.** Master Developer agrees to comply with and complete installation of the items and improvements in Subsections 3.3 through 3.5 no later than December 31, 2031, or upon completion of the improvements to the Delta Center Arena (“Arena”) contemplated by the Participation Agreement, provided a building permit for exterior renovation to the Arena has been issued by December 31, 2029. If Master Developer determines it cannot complete installation of the items and improvements in Subsections 3.3 through 3.5 by December 31, 2031, Master Developer may request an extension from the City.

3.6.1. **Extensions and Liquidated Damages.** The City may determine if an extension of time for completion is warranted. This Agreement does not, nor does any other verbal or written agreement with Master Developer, give Master Developer a right to an extension for completion of the installation of the items and improvements in Subsections 3.3 through 3.5. If it is determined an extension of time for completion is warranted, the City may grant an extension of time in accordance with Subsections 3.6.2 through 3.6.4.

3.6.2. Extension 1: Beginning January 1, 2032 and ending on or before June 31, 2032. Master Developer agrees to pay the City \$100 per day until the date of completion (of installation of the items and improvements in Subsections 3.3 through 3.5), or June 31, 2032, whichever occurs first.

3.6.3. Extension 2: Beginning July 1, 2032 and ending on or before December 31, 2032. Master Developer agrees to pay the City \$200 per day until the date of completion (of installation of the items and improvements in Subsections 3.3 through 3.5), or December 31, 2032, whichever occurs first.

3.6.4. Extension 3: Beginning January 1, 2033 and ending on or before December 31, 2033, Master Developer agrees to pay the City \$400 per day until the date of completion (of installation of the items and improvements in Subsections 3.3 through 3.5), or December 31, 2033, whichever occurs first.

4. **Non-compliance.** Failure to comply with the terms of this Agreement will result in the City’s pursuit of any and all remedies provided by law and those in Subsections 3.6.1 through 3.6.4. and Section 7 of the Agreement.

5. **Maintenance Obligations.** The Project, the Property, and the improvements installed pursuant to Subsections 3.3 through 3.5 (together referred to as “the improvements”) shall all be maintained by Master Developer, or its successor, in perpetuity. This maintenance obligation shall survive termination or expiration of this Agreement, upon installation of the improvements.

6. **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.

7. **Term of Agreement.** The term of this MDA shall be until December 31, 2031 (unless extended in accordance with Subsections 3.6.1 through 3.6.4 above), or upon the issuance of a certificate of occupancy for the Project, whichever occurs first.

8. **Default.**

8.1. **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.

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

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

8.2.2. ***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;

8.2.3. ***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.

8.2.4. ***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.

8.3. **Remedies.** If the Parties are not able to resolve a Default, then the Parties may have the following remedies:

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

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

8.3.3. ***Zoning Enforcement.*** The City shall have the remedies set forth in Salt Lake City Code Chapter 21A.20, or its successor.

8.4. **Extended Cure Period.** Except in case of an emergency, 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, 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.

9. **Dispute Resolution.** Any Dispute arising from this Agreement, including from Subsections 3.3, 3.4 and 3.5, may be resolved as follows:

9.1. **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.

9.2. **Mediation of Disputes.**

9.2.1. ***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.

10. **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

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

10.1.1. **Hand Delivery.** The day it is delivered personally or by courier service.

10.1.2. **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.

10.1.3. **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.

11. **Administrative Modifications.**

11.1. **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.

11.1.1. **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.

11.2. **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.

11.3. **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.

11.4. **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.

12. **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.

13. **Attorney's Fees.** 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 9 of this Agreement.

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

15. **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.

16. **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.

16.1. **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.

16.2. **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.

17. **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.

18. **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.

19. **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.

20. **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.

21. **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.

22. **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.

23. **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.

24. **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.

25. **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.

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

27. **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.

28. **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.

29. **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 September 9, 2025.

30. **Covenant of Good Faith and Fair Dealing.** 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.

31. **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.

32. **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 hereto have executed this Agreement by and through their respective, duly authorized representatives as of _____, 2025.

TABLE OF EXHIBITS

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

[signatures on following pages]

CITY:

ATTEST:

SALT LAKE CITY CORPORATION, a political
subdivision of the State of Utah

By: _____
Salt Lake City Recorder

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 before me this _____ day of _____, 2025, by Erin Mendenhall, Mayor of Salt Lake City Corporation, a political subdivision of the State of Utah.

WITNESS my hand and official seal.

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)
 :ss
COUNTY OF SALT LAKE)

On the ____ day of _____, 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 THRU 8, BLK 79, PLAT A, SLC SUR).
 9.176 AC M OR L. 5918-838 6175-1443 6227-1454,1482

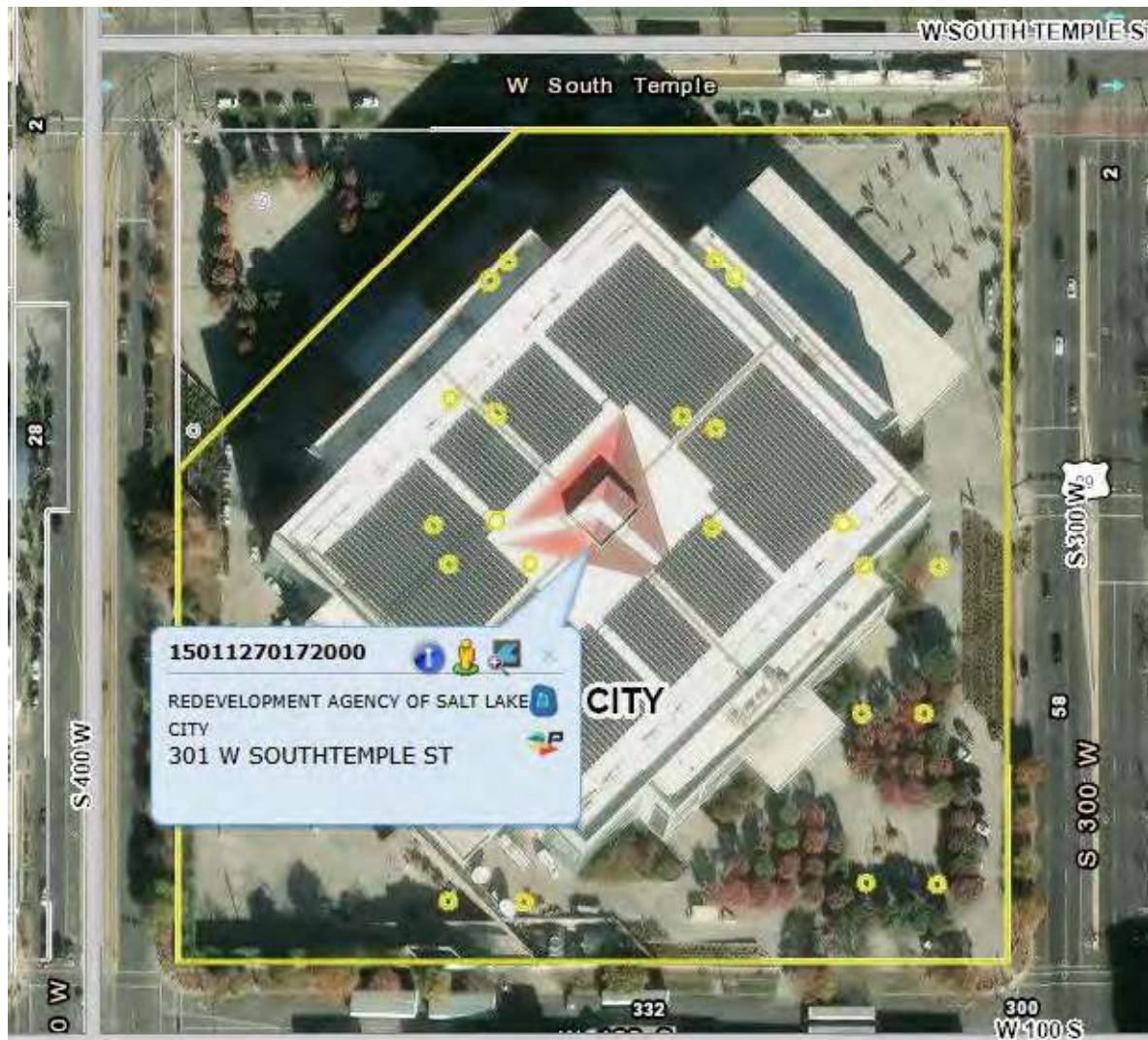
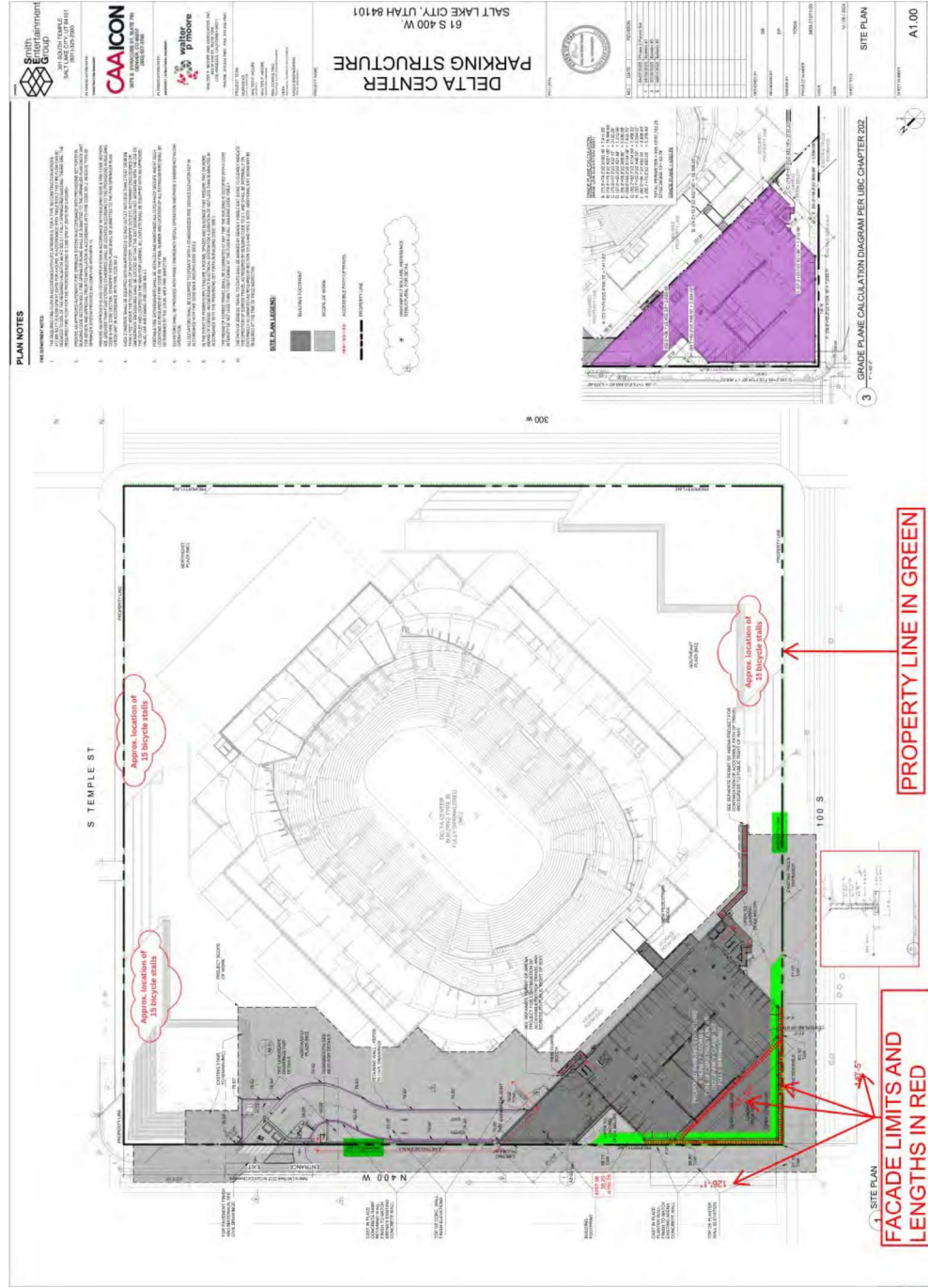


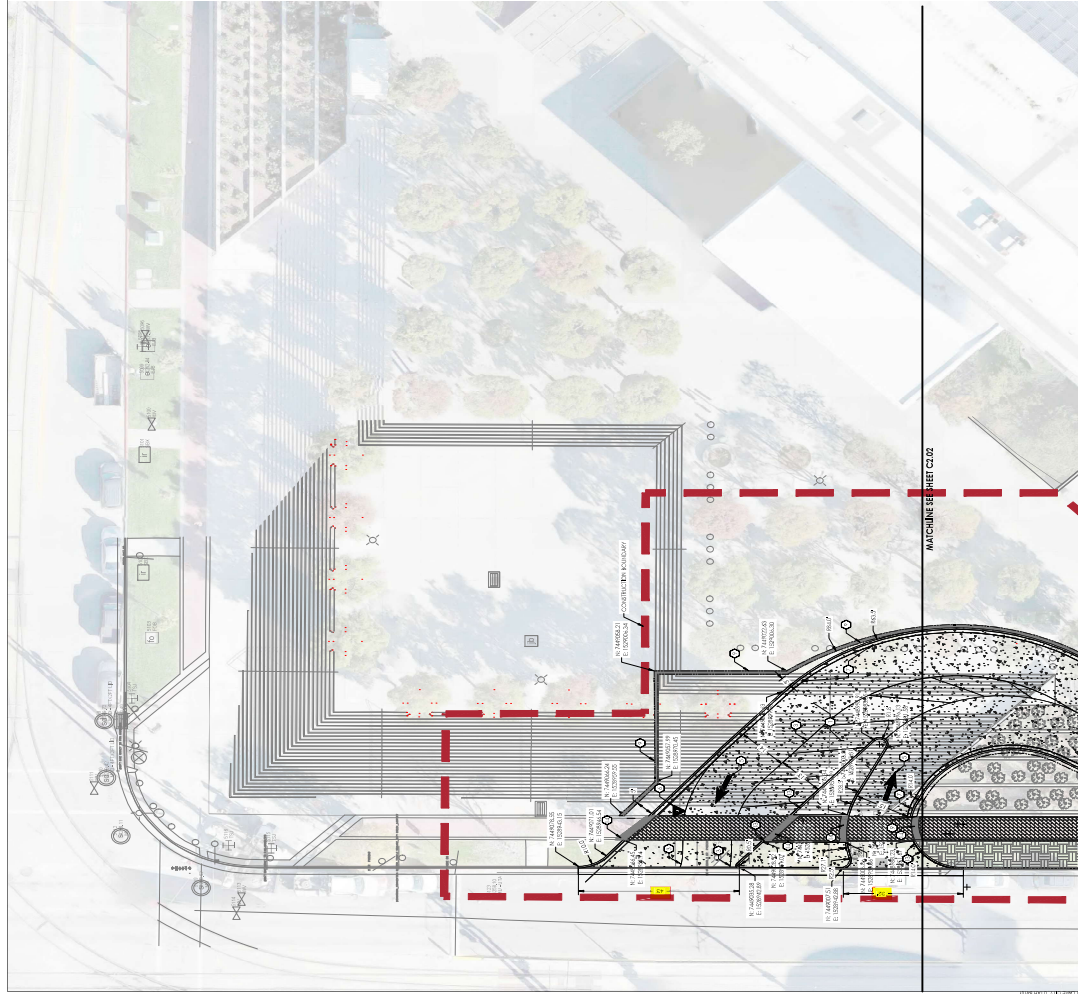
EXHIBIT B

PLANS

[Approved Plans to be inserted here]

[illegible]



[illegible]

Entrance Ramp Gate Option

The request in the MDA is to have the gate arms closer to the street as shaded in gray.

PER MEETING WITH SLC ON 8/1/25 GATE ARMS AND SECURE WEDGE BARRIERS LOCATIONS WERE CONFIRMED GOOD

Pending "Master Development Agreement"

End of the Street Retaining Wall

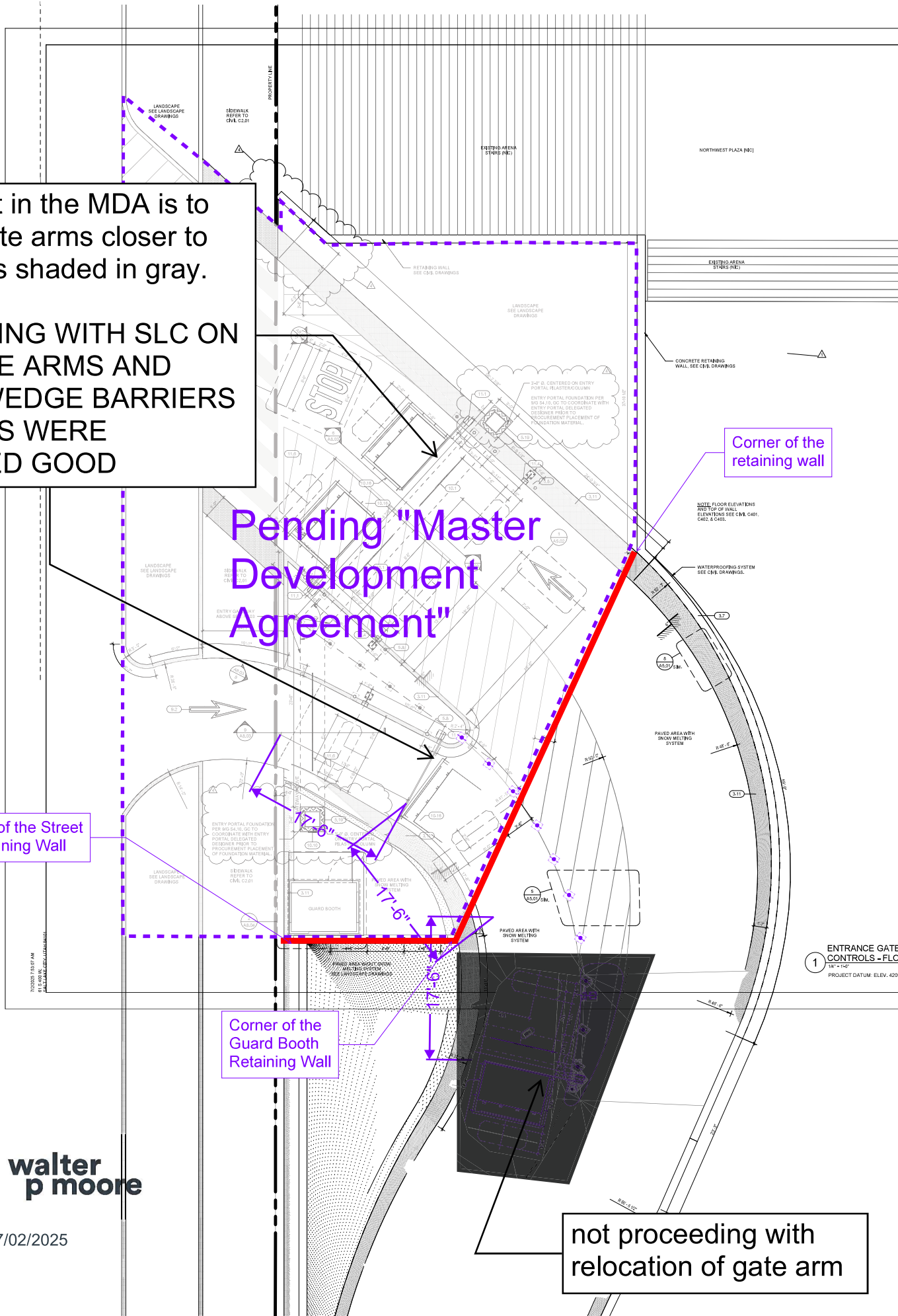
Corner of the Guard Booth Retaining Wall

Corner of the retaining wall

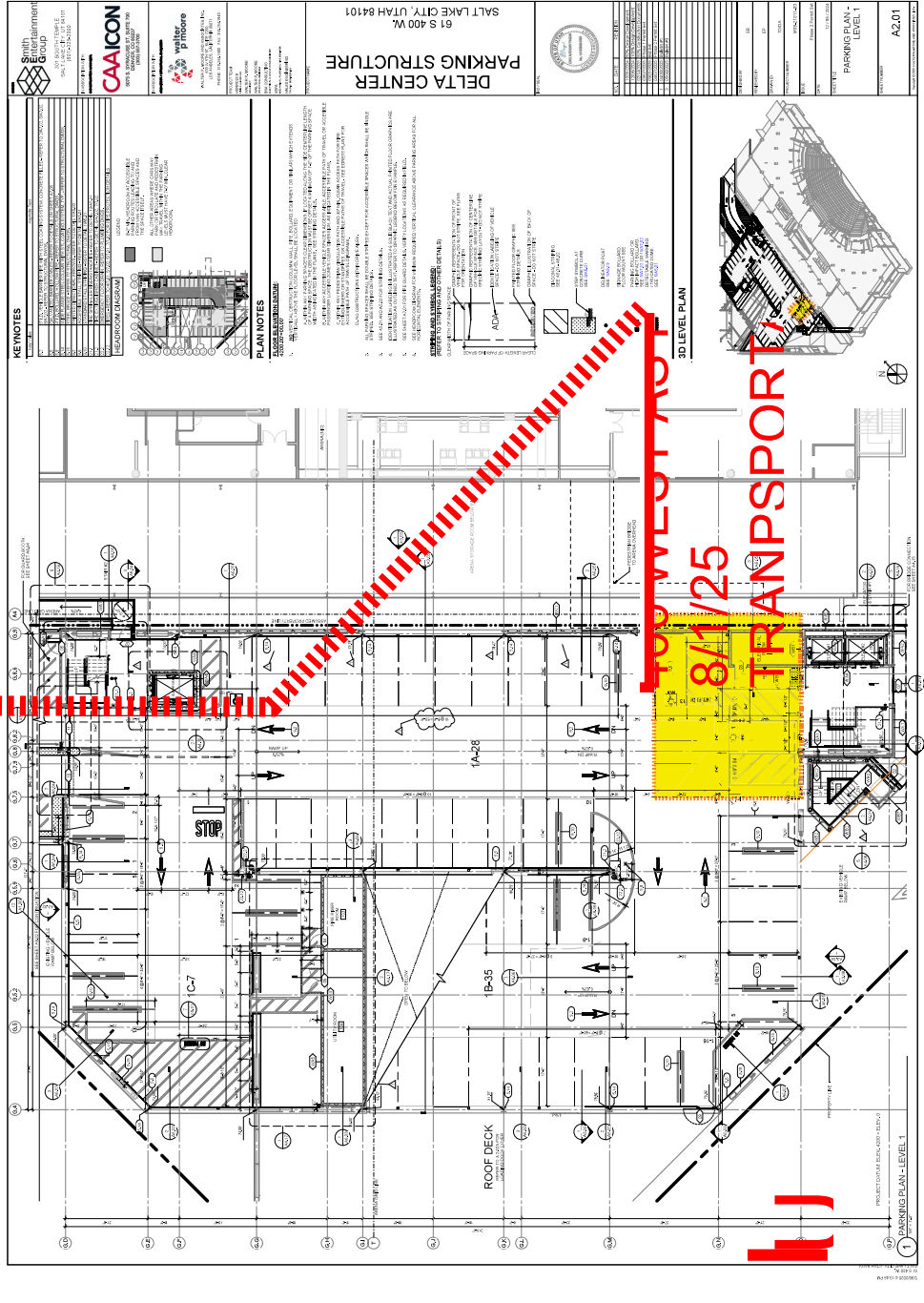
not proceeding with relocation of gate arm



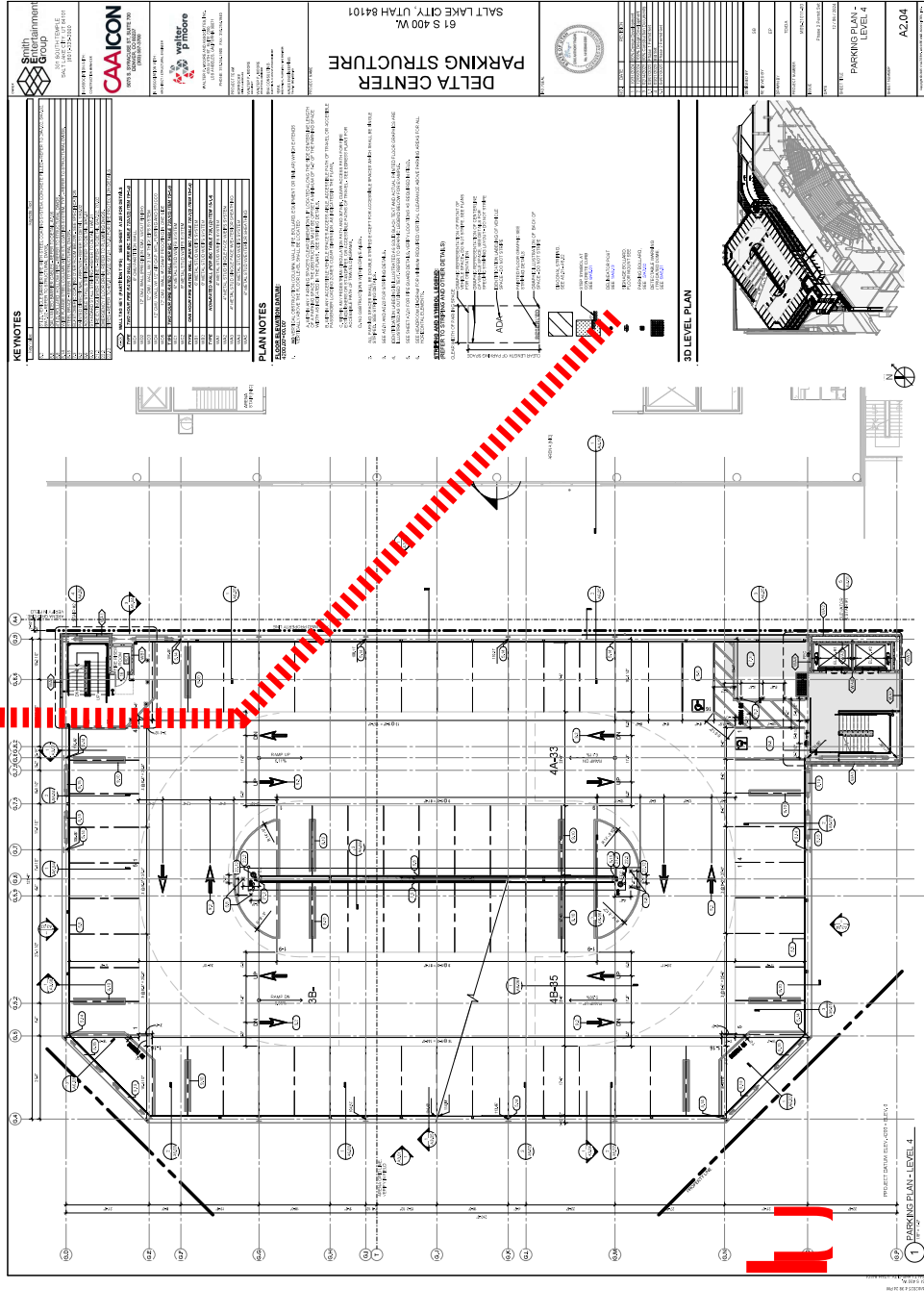
07/02/2025

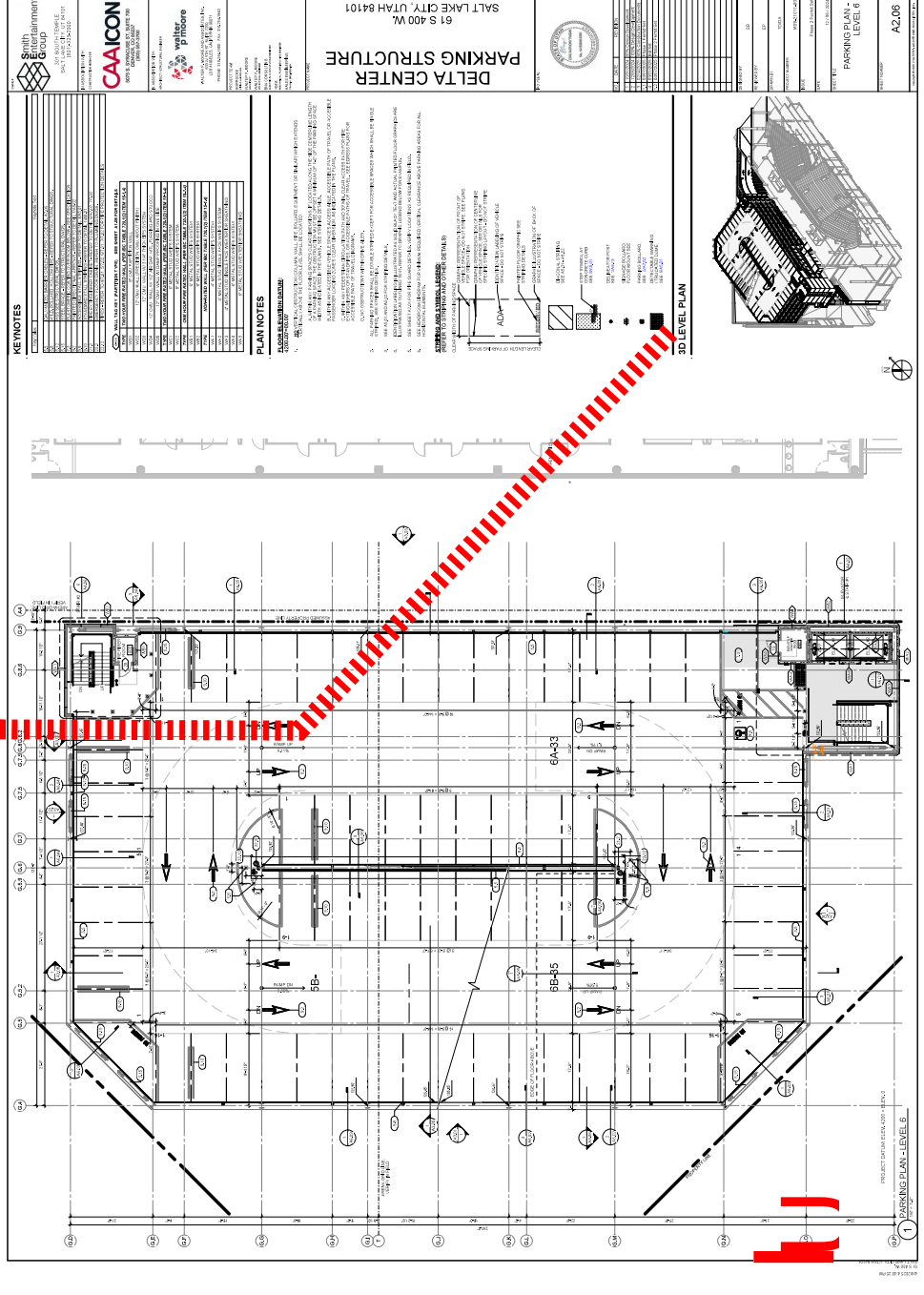


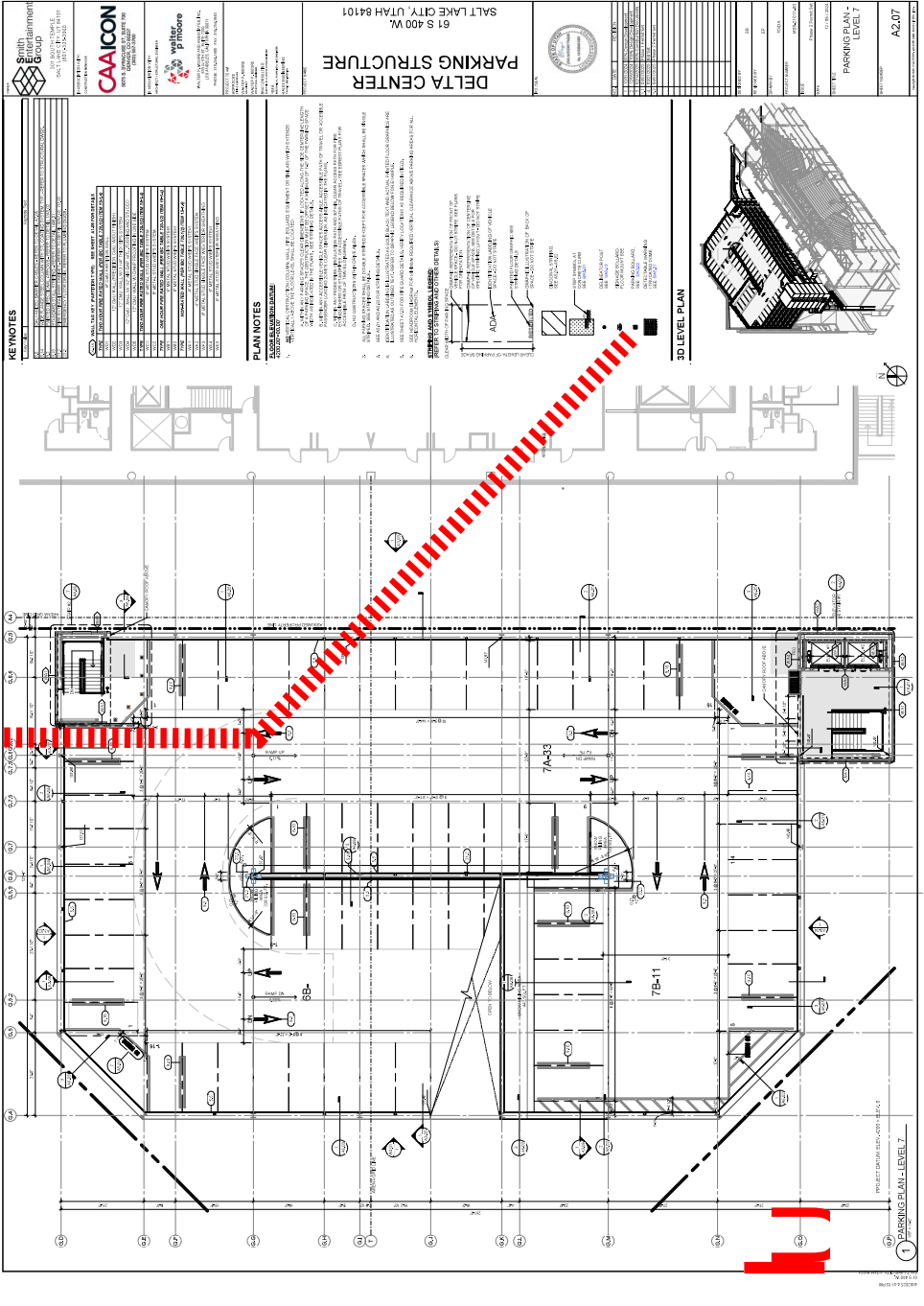
ENTRANCE GATE
CONTROLS - FLO
1
PROJECT DATUM: ELEV. 420'











THIS

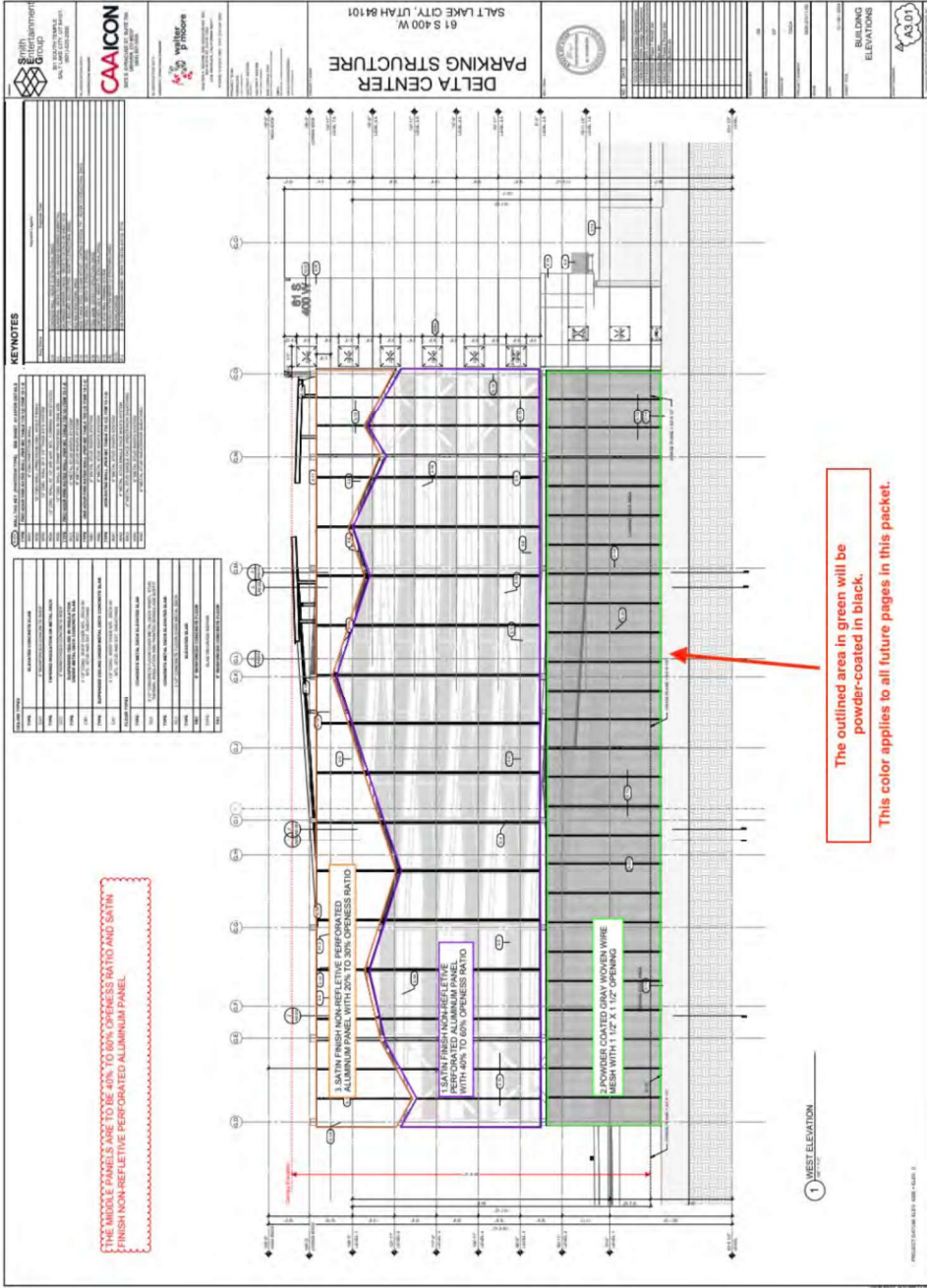
ROOF CANOPIES 3D VIEW LOOKING SOUTH



ROOF CANOPIES 3D VIEW LOOKING AT ELEVATOR LOBBY



ROOF CANOPIES 3D VIEW LOOKING AT ELEVATOR LOBBY



Materials specifications

The materials listed below in this Exhibit B are approved for the façade and the loading dock area and Master Developer may select among them without such selection being considered to be a “modification” which would require any reconsideration or re-approval by the City pursuant to the provisions of Section 9 of the MDA

The façade will be light weight metal panels a mix of full metal with a certain openness for ventilation. Refer to next page for specifications.



Facade Render N







Vitraplate Perforated Aluminum Panels

vitraplate ®



Addie McNamara
1420 500 W
Salt Lake City, UT 84115

Dear Addie,

Here are some samples of perforated metal for consideration and visioning of the Delta Center Parking Structure project. I've been working with Saeed at Walter P Moore and he requested that I send a variety of samples to you for review.

I represent Valmont, who specializes in custom metal garage screen solutions. You will also be receiving a set of samples from Valmont direct which include perforated samples in the 25-40% range as well as some wire mesh solutions for the portion of the project which requires a more open design.

I have also included some data sheets on a variety of patterns which are our most economical to produce due to the efficiency of the patterns when it comes to fabrication. I understand budget is in play here so thought it might be helpful to provide this information as well.

We have many solutions beyond the samples which have been provided but expect this to be a good starting point as you continue to work through material types, patterns, profiles, etc. to determine the best solution for your project. We look forward to continuing to support you and the project team as this continues to progress.

Thanks!

Sincerely,

Jamie Benson



Profile | **Apollo 300 or R03230**

Material	Aluminum
Finish	Powder Coated or Anodized
Open Area*	30%
Stock Status	Custom Made
Max. Width	60"
Max. Length	16' 4"
Weight*	1.1674 lb/ft ²
Thickness	0.125"

Applications:

Sun Screens, Cladding, Facades, Ceiling Tiles

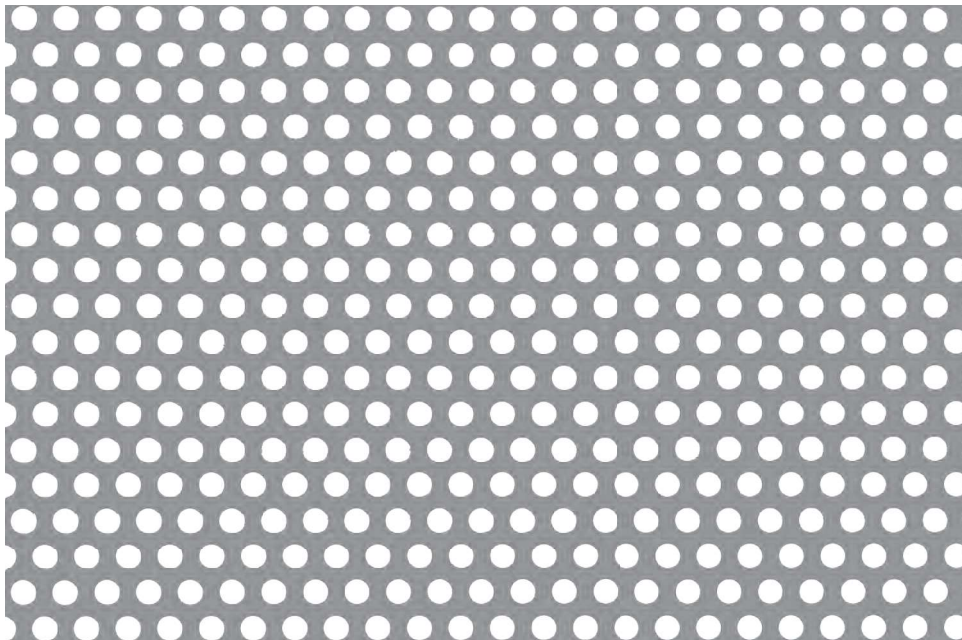
Attachment Methods:

The Atmosphere System from the Valmont® Structures Architectural Facades product line or Screw Fastened (Use isolators LF11.0 from the Architectural Facades product line)

Extras Notes:

Other materials and thickness can be manufactured upon request.

* OA and Weight calculations are based on .12in (3.0mm) aluminum.



Contact your local Sales Representative today at: 941.402.3554 • facades@valmont.com

Profile | Eclipse 600 or R06440

Material	Aluminum
Finish	Powder Coated or Anodized
Open Area*	40%
Stock Status	Custom Made
Max. Width	60"
Max. Length	16' 4"
Weight*	1.0036 lb/ft ²
Thickness	0.125"

Applications:

Facades, Decorative Panels, Ceiling Tiles, Cladding

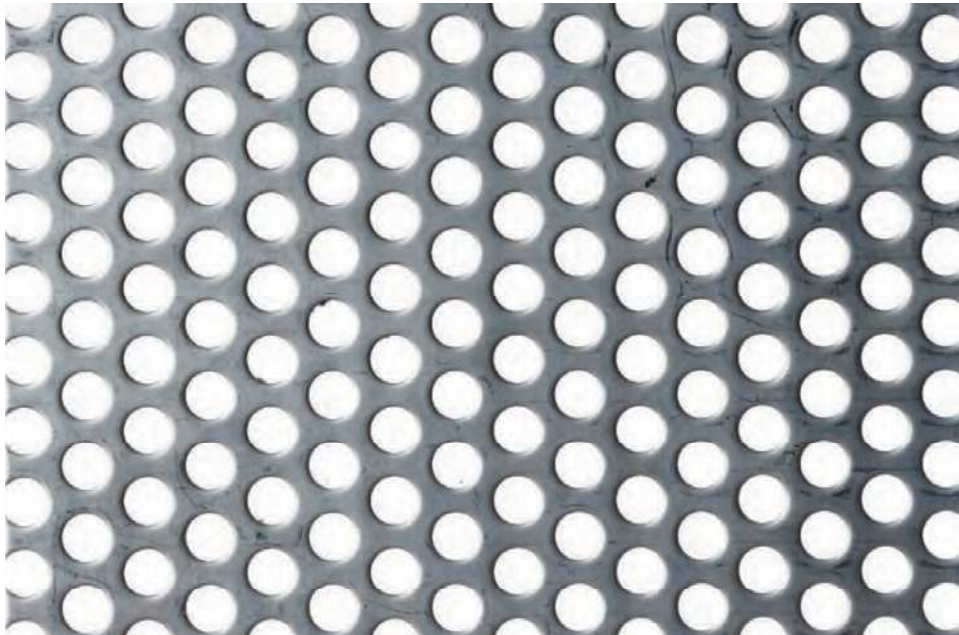
Attachment Methods:

The Atmosphere System from the Valmont® Structures Architectural Facades product line or Screw Fastened (Use isolators LF11.0 from the Architectural Facades product line.)

Extras Notes:

Other materials and thickness can be manufactured upon request.

* OA and Weight calculations are based on .12in (3.0mm) aluminum.



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Profile **Titan 120 or R12749**

Material	Aluminum
Finish	Anodized, Powder Coated
Open Area*	49%
Stock Status	Stock / Custom Made
Max. Width	60"
Max. Length	16' 4"
Weight*	0.8397 lb/ft ²
Thickness	0.125"



* Typical Architectural Facade Installation

Applications:

Decorative Panels, Cladding, Facades, Ceiling Tiles

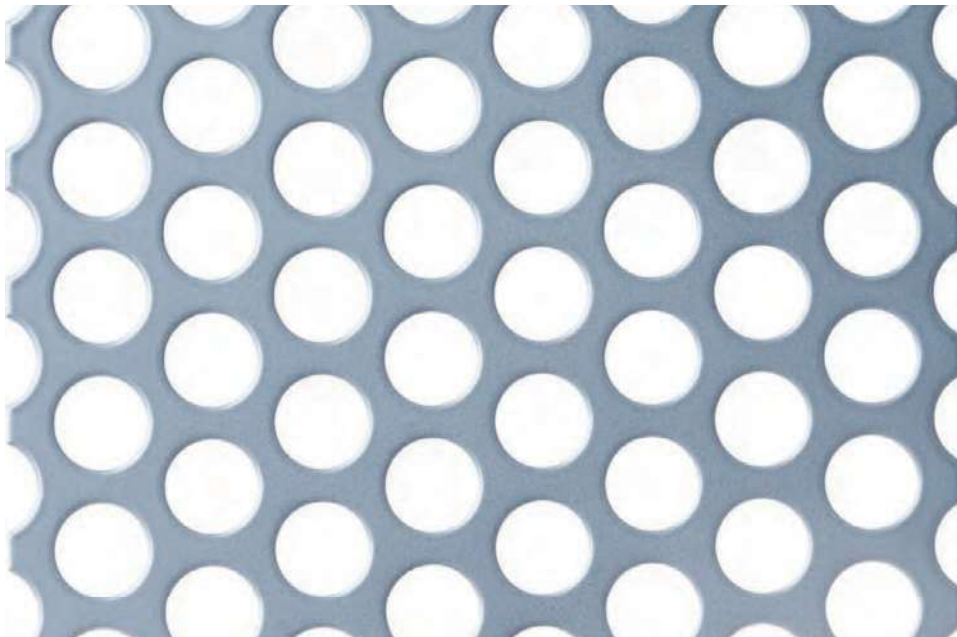
Attachment Methods:

Screw Fastened or Tensile Cable

Extras Notes:

Folding of sides recommended for rigidity and to maintain flatness. Other materials and thickness can be manufactured upon request.

* OA and Weight calculations are based on 0.12 (3.0mm) aluminum.



Contact your local Sales Representative today at: 941.402.3554 • facades@valmont.com

Profile	Titan 190 or R19151
Material	Aluminum
Finish	Powder Coated or Anodized
Open Area*	51%
Stock Status	Custom Made
Max. Width	60"
Max. Length	16' 4"
Weight*	0.8193 lb/ft ²
Thickness	0.125"

Applications:

Facades, Parking Garage Screens, Cladding

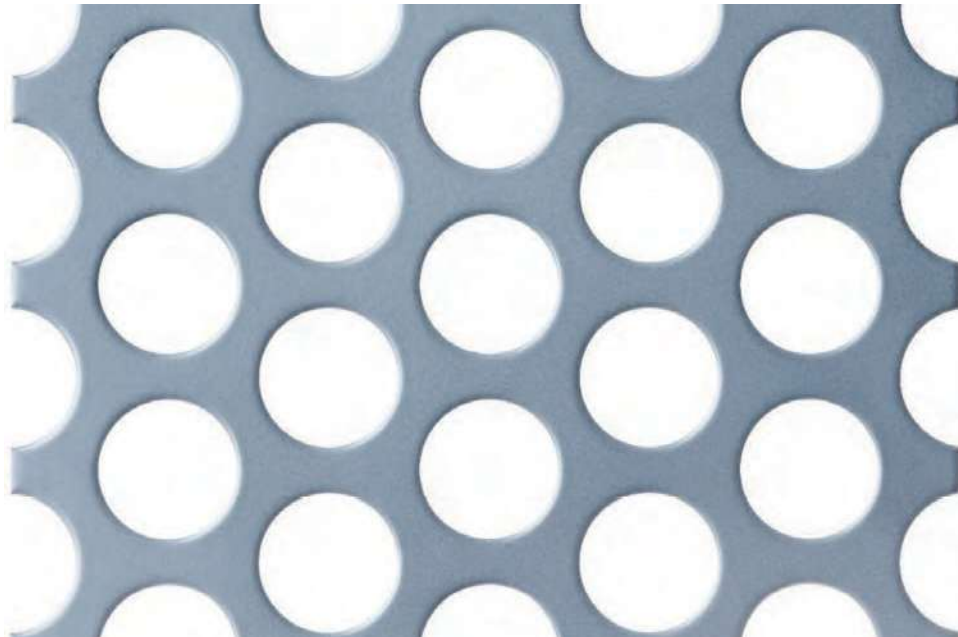
Attachment Methods:

The Atmosphere System from the Valmont® Structures Architectural Facades product line or Screw Fastened (Use isolators LF11.0 from the Architectural Facades product line.)

Extras Notes:

Other materials and thickness can be manufactured upon request.

* OA and Weight calculations are based on .12in (3.0mm) aluminum.



Contact your local Sales Representative today at: 941.402.3554 • facades@valmont.com

Profile | **Clarity 800 or R07962**

Material	Aluminum
Finish	Powder Coated or Anodized
Open Area*	62%
Stock Status	Custom Made
Max. Width	60"
Max. Length	16' 4"
Weight*	0.6349 lb/ft ²
Thickness	0.125"

Applications:

Parking Garage Screens, Cladding, Facades

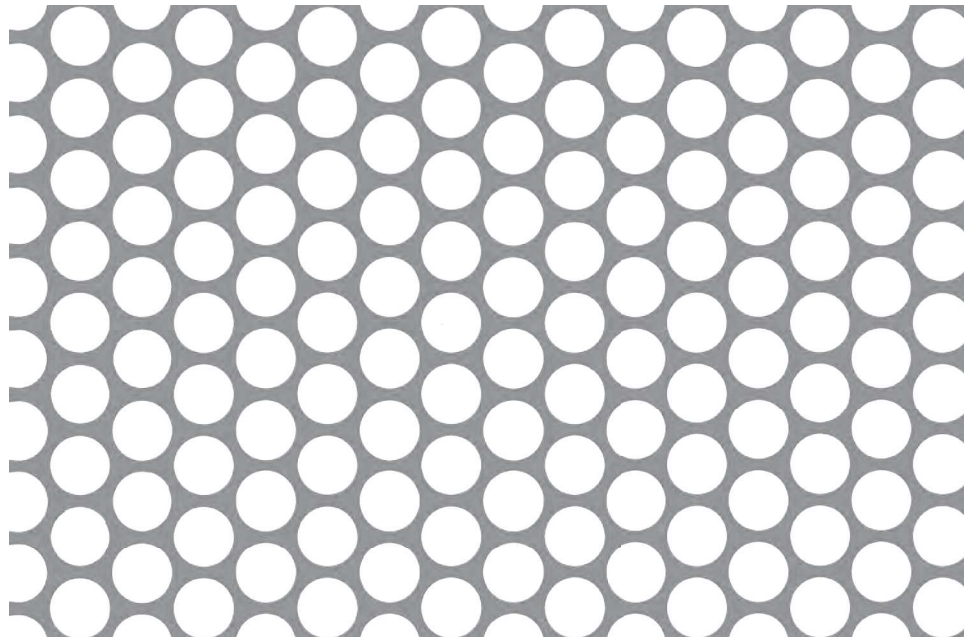
Attachment Methods:

The Atmosphere System from the Valmont® Structures Architectural Facades product line or Screw Fastened (Use isolators LF11.0 from the Architectural Facades product line.)

Extras Notes:

Other materials and thickness can be manufactured upon request.

* OA and Weight calculations are based on .12in (3.0mm) aluminum.



Contact your local Sales Representative today at: 941.402.3554 • facades@valmont.com

Profile | Eclipse 600 or R06440

Material	Aluminum
Finish	Powder Coated or Anodized
Open Area*	40%
Stock Status	Custom Made
Max. Width	60"
Max. Length	16' 4"
Weight*	1.0036 lb/ft ²
Thickness	0.125"

Applications:

Facades, Decorative Panels, Ceiling Tiles, Cladding

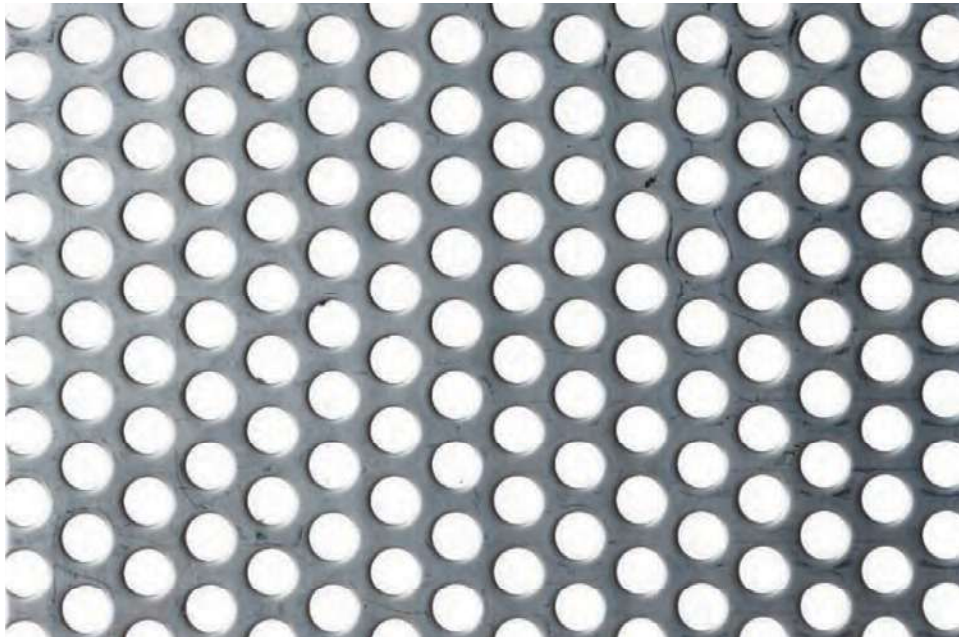
Attachment Methods:

The Atmosphere System from the Valmont® Structures Architectural Facades product line or Screw Fastened (Use isolators LF11.0 from the Architectural Facades product line.)

Extras Notes:

Other materials and thickness can be manufactured upon request.

* OA and Weight calculations are based on .12in (3.0mm) aluminum.



Contact your local Sales Representative today at: 941.402.3554 • facades@valmont.com

Profile **Sheer 2800**

Material	Aluminum
Finish	Anodized, Powder Coated
Open Area	73%
Stock Status	Custom Made
Type	Rigid
Form	Sheet
Max. Width	48"
Max. Length	16' 4"
Weight	0.4505 lb/ft ²
Thickness	0.125"



* Typical Architectural Facade Installation

Applications:

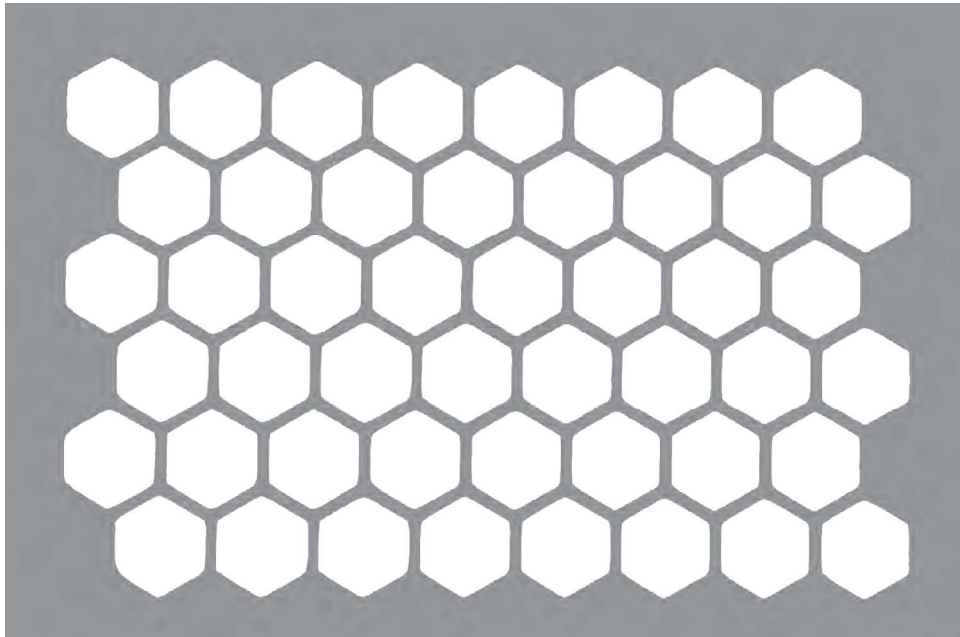
Parking Garage Screens, Facades, Decorative Panels

Attachment Methods:

Screw Fastened or Tensile Cable

Extras Notes:

Folding of sides is recommended for rigidity and to maintain flatness.



Contact your local Sales Representative today at: 941.402.3554 • facades@valmont.com

Technical Data Sheet No: LD-102.2 Slotted Mesh Architectural Details

Please fill in the following information for your screen.

Reference: _____

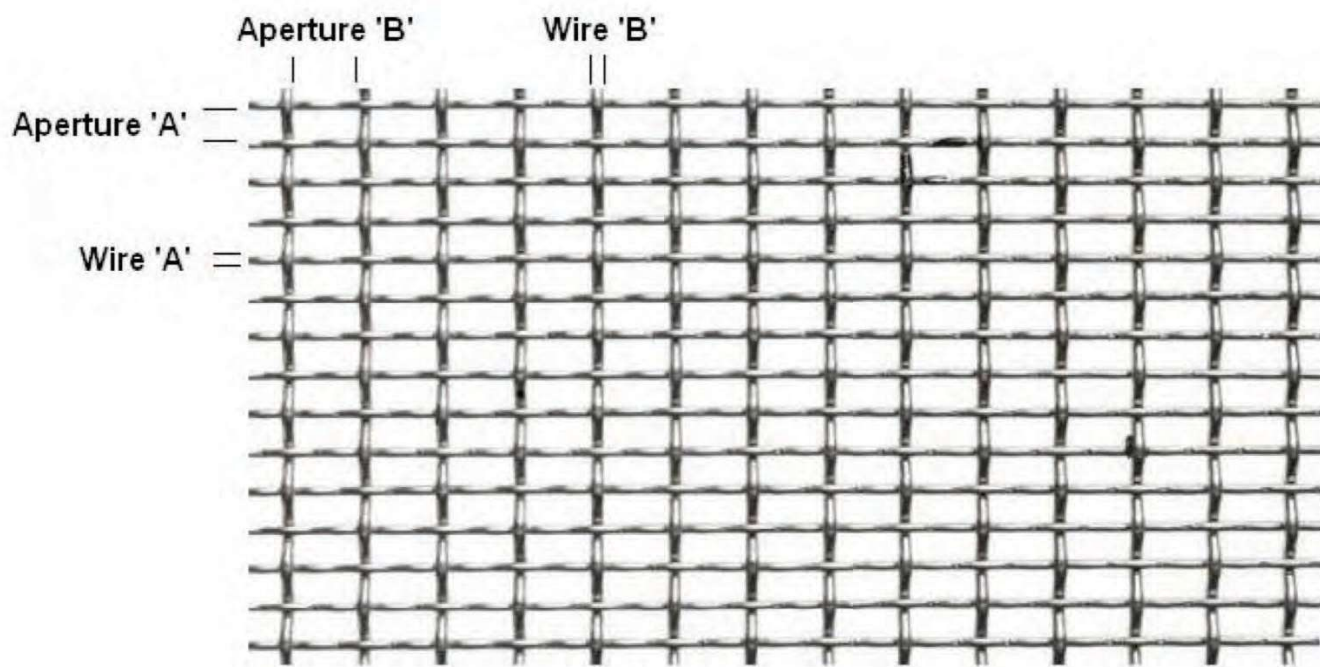
Aperture 'A' _____ in Sheet Length: _____ in

Aperture 'B' _____ in Sheet Width: _____ in

Wire Dia. 'A' _____ in Material _____

Wire Dia. 'B' _____ in

Long Aperture 'B' // to: _____ Length / Width (Please Circle)



Customer Name: _____

Signed for Approval: _____ Date: _____

Contact your local Sales Representative today at: 941.402.3554 • facades@valmont.com

Profile **Transit F281**

Material	S/S T316, T304
Finish	Mill
Open Area	19%
Type	Flexible
Stock Status	Custom Made
Max. Width	118"
Max. Length	As per Application
Weight	1.761 lb/ft² S/S
Wire Dia	0.11" x 0.039" (2.8/1.0 Ribbon)
Aperture	0.224" x 0.524"
Form	Roll



* Typical Architectural Facade Installation

Applications:

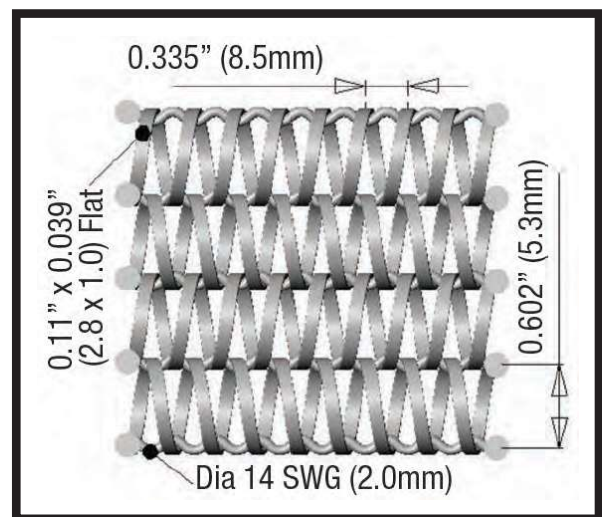
Building Facades, Roller Curtains

Attachment Methods:

Fastening systems from the Valmont® Structures Architectural Facades product line including; Angle, Cap, Flat Bar, L5 Series of Tension fastening systems or L7 Curtain Screw Series. See website for more details.

Extras Notes:

Dimensions are nominal



Contact your local Sales Representative today at: 941.402.3554 • facades@valmont.com

Profile

Transit 210

Material	S/S T316, T304, Galv, Brass
Finish	Mill
Open Area	56%
Type	Flexible
Stock Status	Custom Made
Max. Width	197"
Max. Length	As per Application
Weight	0.94 lb/ft ² S/S
Wire Dia	18 SWG
Aperture	0.285" x 0.285"
Form	Roll



* Typical Architectural Facade Installation

Applications:

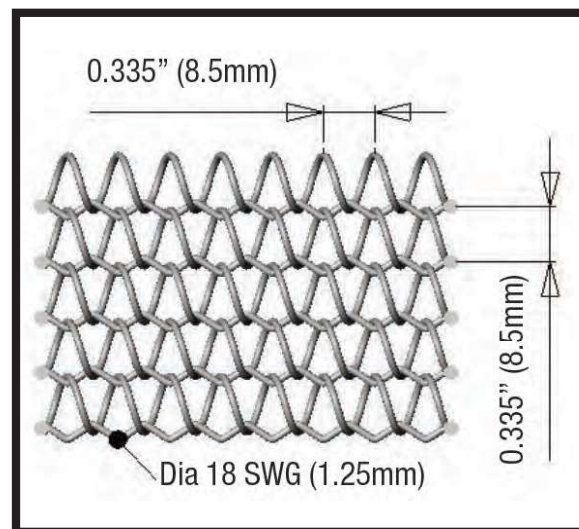
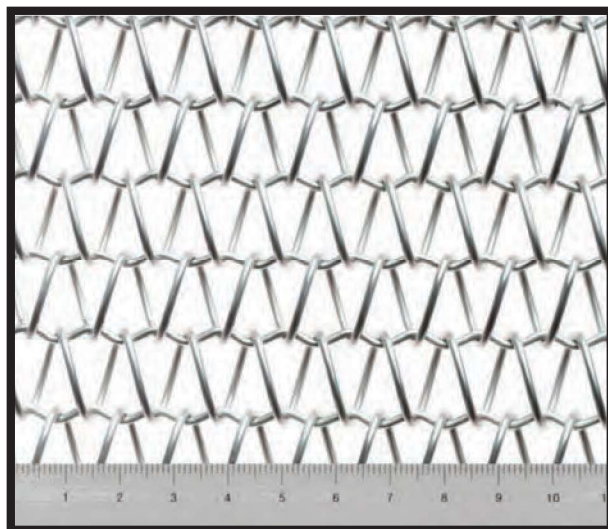
Building Facades, Curtains, Ceilings

Attachment Methods:

Fastening systems from the Valmont® Structures Architectural Facades product line including; Angle, Cap, Flat Bar, L5 Series of Tension fastening systems or L7 Curtain Screw Series. See website for more details.

Extras Notes:

Dimensions are nominal



Contact your local Sales Representative today at: 941.402.3554 • facades@valmont.com

Commercial Collection

Interpon Futura D2525



Surfmist®

Matt YA236A

RGB 214, 218, 212 LRV 71%



Linen

Flat Matt YY28PA

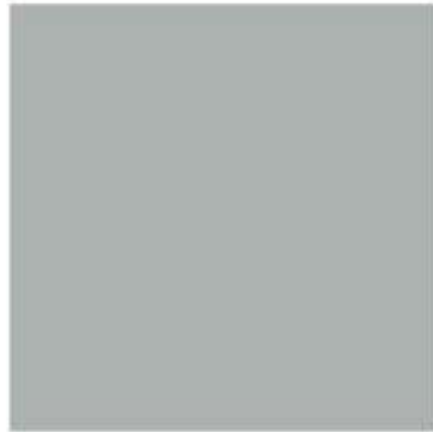
RGB 222, 224, 218 LRV 73%



Silver Pearl

Matt YY230A

RGB 177, 182, 178 LRV 42%



Silver Riche

Matt YW209G

RGB 171, 178, 176 LRV 40%



 Stocked Product  Made to Order Product

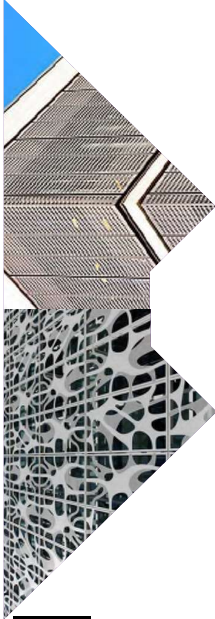
THIS IS AN EXAMPLE OF

Vitrplate 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.

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

ALUMINUM



Key Benefits



- 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	Vitrplate 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

Vitrplate 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.

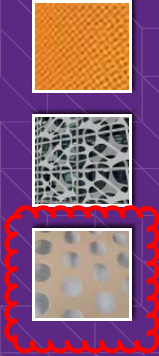


Colors and Finishes

Our aluminum panel products are prefinished in a coil-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 is for aesthetic reasons, and the exposed cut edge of the aluminum enhances the perforations. With coil anodized or coil coated Vitrplate, the quality and integrity of the finish 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

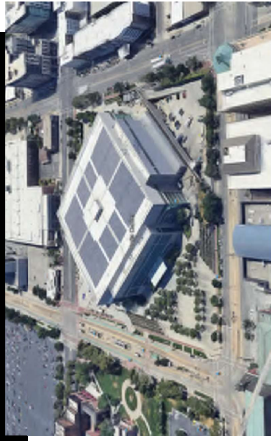




For more information is required please contact the Fairview office on 860-242-2711 or email: helpdesk@fairview-na.com
75 Peters Road, Bloomfield, CT 06002, USA



SP-1



SP

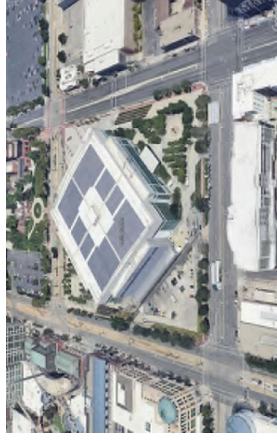


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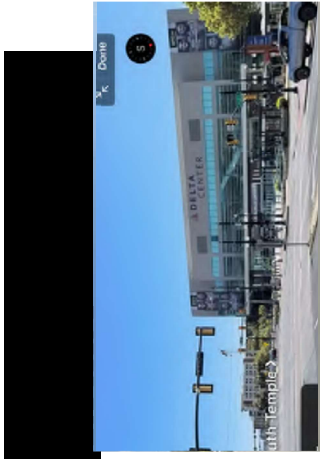
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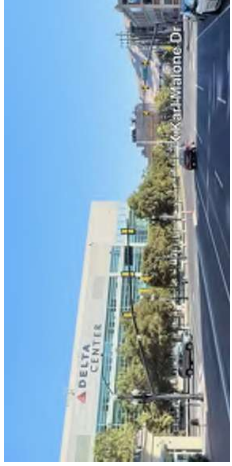
SP

SP-1

S



ST.V_1



ST.V_2



ST.V_3



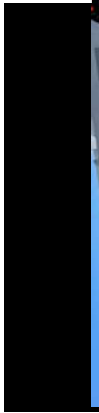
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V_8

ST.
ST.
V_3

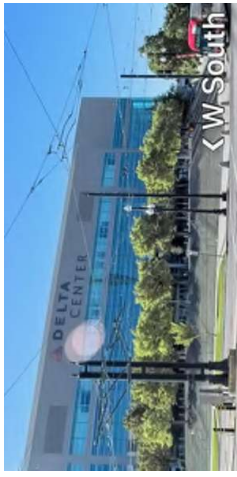
ST
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ST.V_5

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ST.
V_8



ST.V_6

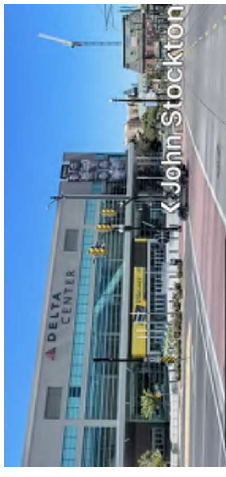
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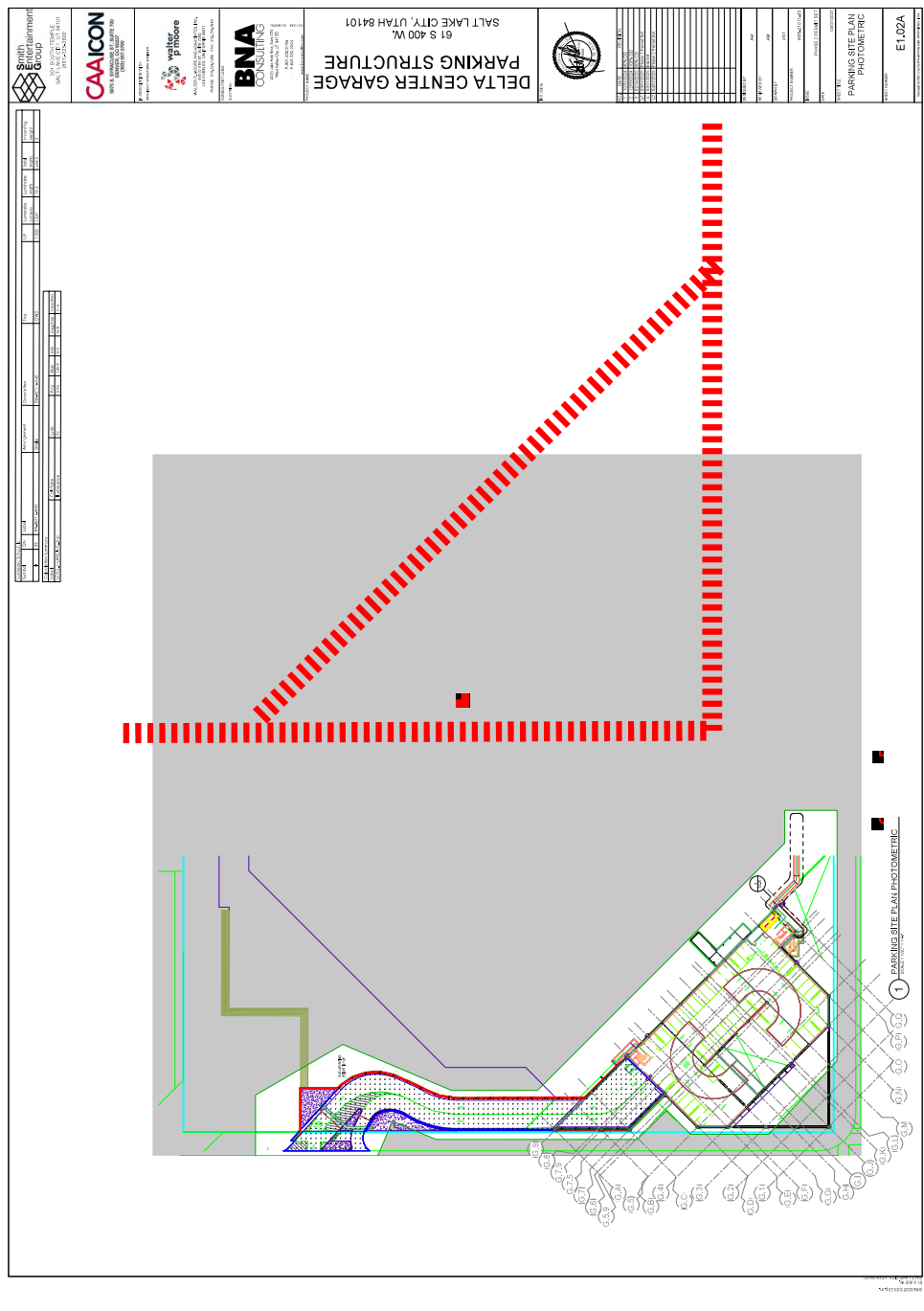
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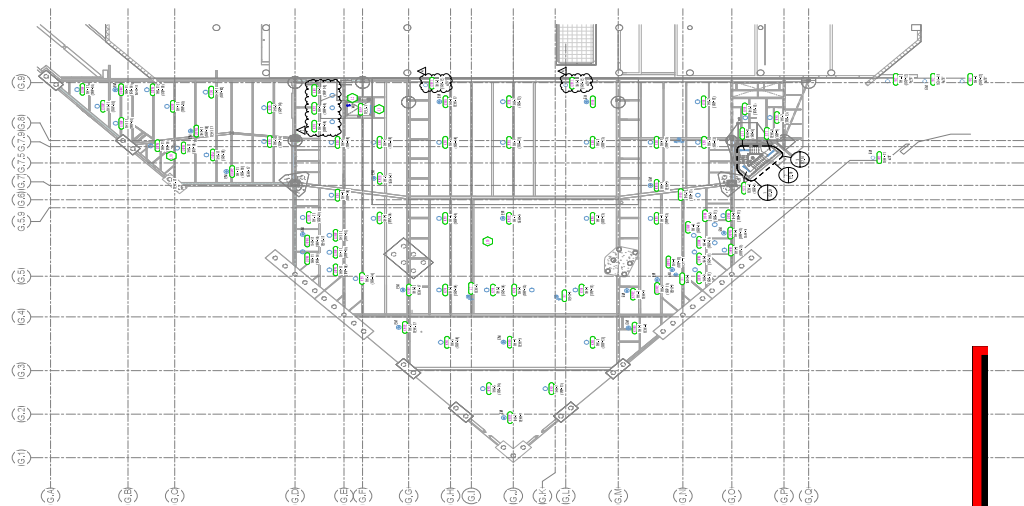


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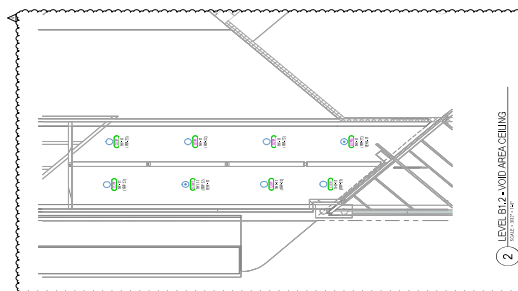


ST.V_8





1 LEVEL B1 - PARKING LIGHTING PLAN
SCALE = 1/8" = 1'-0"



2 LEVEL B1.2 - VOID AREA CEILING
SCALE = 3/16" = 1'-0"

LIGHTING GENERAL SHEET NOTES

- [illegible]

LIGHTING SENSOR GENERAL NOTES

- THE EFFECTS OF CONCENTRATIONS OF PERSONAL AND ORGANISATIONAL FACTORS ON THE INCIDENCE OF STRESS-RELATED ILLNESS AND ABSENTEEISM IN A FINISH MANUFACTURING COMPANY
- SAARIJÄRVI, T. and KEMPELÄ, P. (1990) *Scandinavian Journal of Work, Environment & Health*, 16, 109-115.
- ABSTRACT: The purpose of the study was to determine the effect of individual and organisational factors on the incidence of stress-related illness and absenteeism in a manufacturing company. The study was carried out in a manufacturing company with 100 employees. The study was carried out in a manufacturing company with 100 employees. The study was carried out in a manufacturing company with 100 employees.

SHEET KEYNOTES

- [illegible]



CAAICON
5075 S. SPRINGHOUSE ST., SUITE 1700
DENVER, CO 80237
(303) 555-3700

[illegible]

**walter
p moore**

PAUL W. MOORE AND ASSOCIATES, P.C.
8300 AVENUE OF THE STARS, SUITE 1700
LOS ANGELES, CALIFORNIA 90045

BNA
CONSULTING

2125 Lake Park Blvd., Suite 200
New Albany, IN 46053
P: 317.552.2156
F: 317.552.2224
www.lawsoning.com

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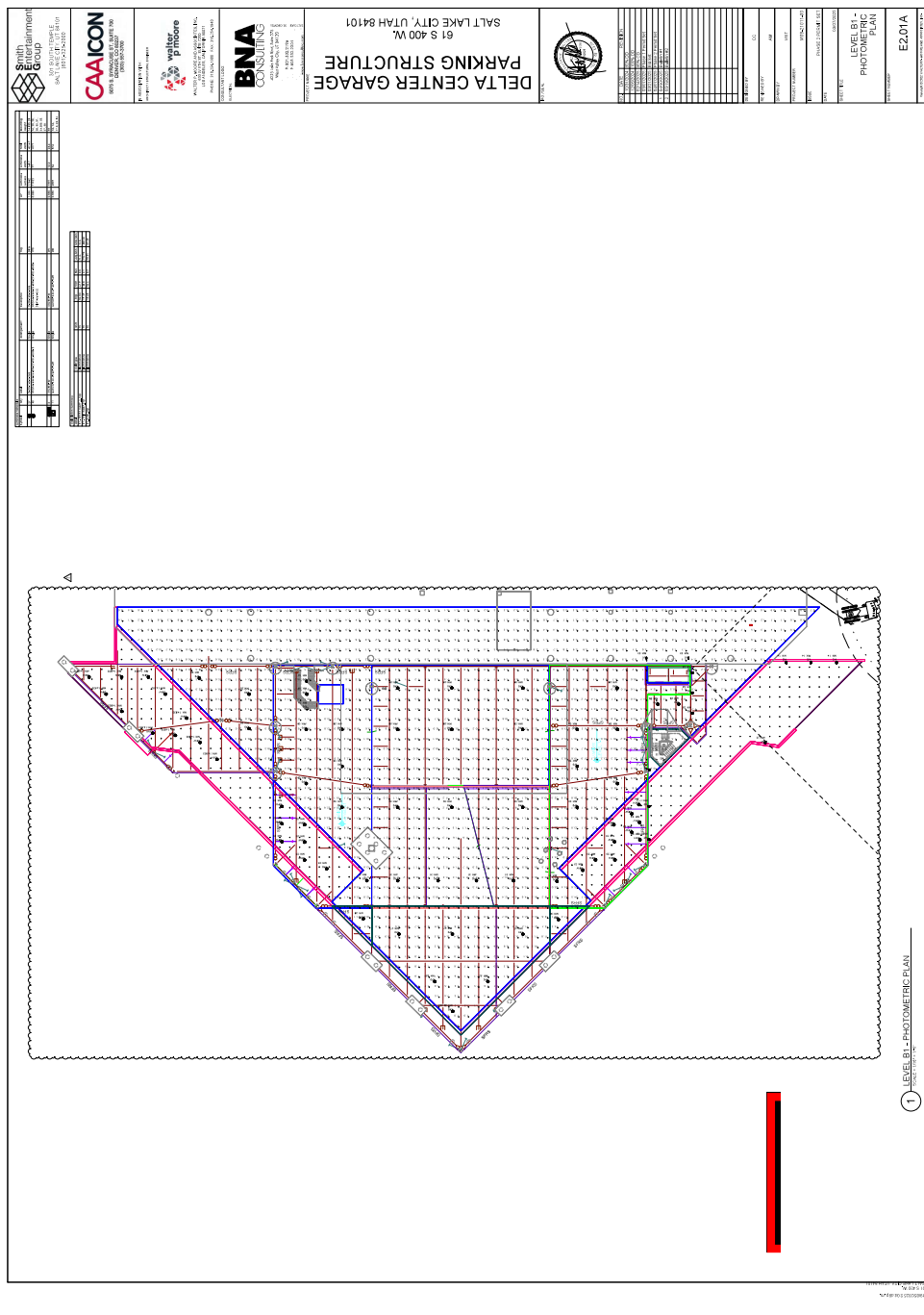
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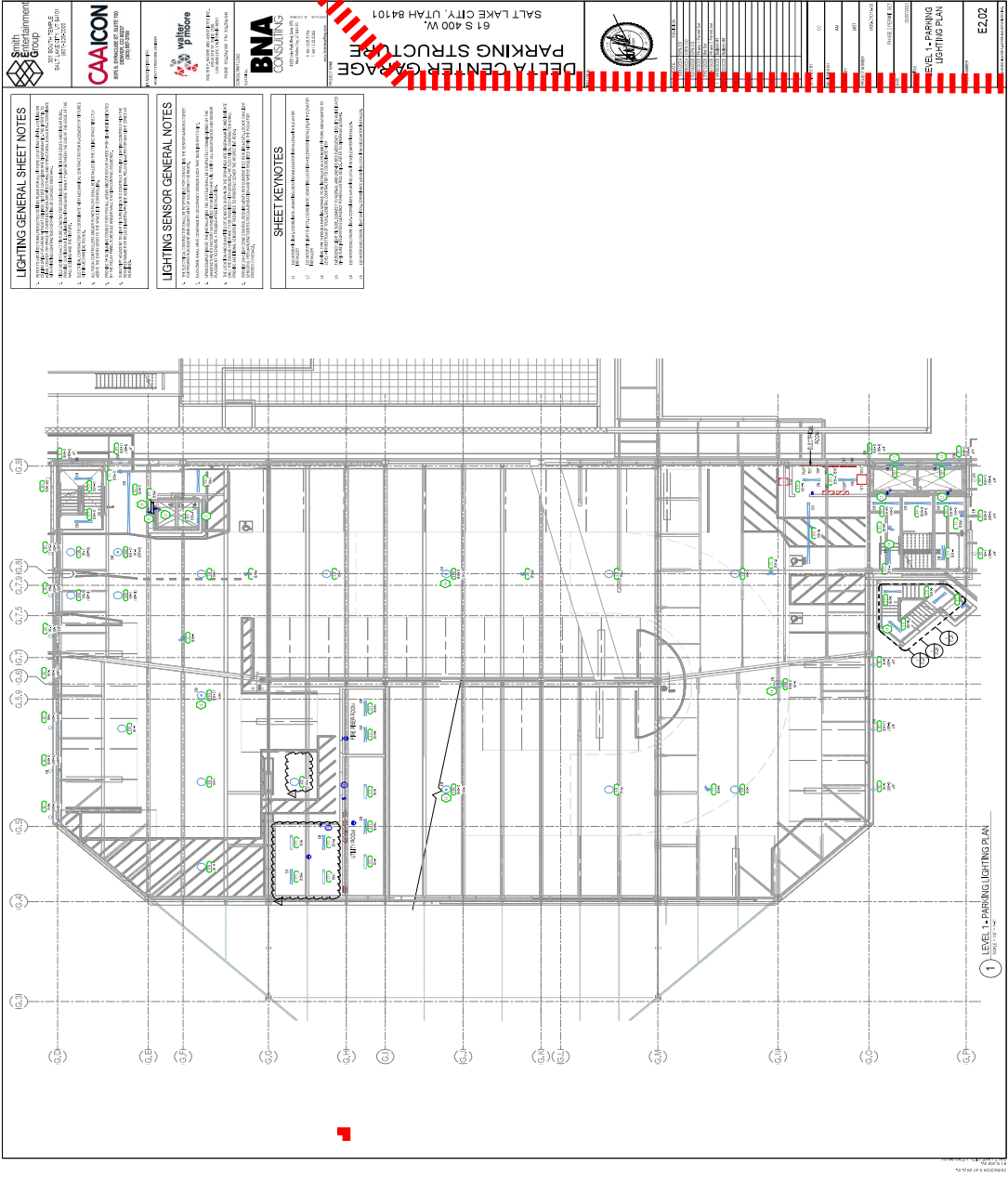
PROJECT NUMBER	1407-2371-00
MSI	
SSN/ID	RAM

DATE	03/07/2025
NAME	PHASE 2 PESHAWAR

LEVEL B1 • PARKING
LIGHTING PLAN

E2.01





LIGHTING GENERAL SHEET NOTES

1. All lighting fixtures shall be installed in accordance with the manufacturer's instructions.
2. All lighting fixtures shall be installed in accordance with the manufacturer's instructions.
3. All lighting fixtures shall be installed in accordance with the manufacturer's instructions.
4. All lighting fixtures shall be installed in accordance with the manufacturer's instructions.
5. All lighting fixtures shall be installed in accordance with the manufacturer's instructions.
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7. All lighting fixtures shall be installed in accordance with the manufacturer's instructions.
8. All lighting fixtures shall be installed in accordance with the manufacturer's instructions.
9. All lighting fixtures shall be installed in accordance with the manufacturer's instructions.
10. All lighting fixtures shall be installed in accordance with the manufacturer's instructions.

LIGHTING SENSOR GENERAL NOTES

1. All lighting sensors shall be installed in accordance with the manufacturer's instructions.
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SHEET KEYNOTES

1. All lighting fixtures shall be installed in accordance with the manufacturer's instructions.
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3. All lighting fixtures shall be installed in accordance with the manufacturer's instructions.
4. All lighting fixtures shall be installed in accordance with the manufacturer's instructions.
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9. All lighting fixtures shall be installed in accordance with the manufacturer's instructions.
10. All lighting fixtures shall be installed in accordance with the manufacturer's instructions.

Smith Engineering Group
201 SOUTH 200 WEST
SUITE 200
SALT LAKE CITY, UT 84115
801-552-5555

CAALCON
201 SOUTH 200 WEST
SUITE 200
SALT LAKE CITY, UT 84115
801-552-5555

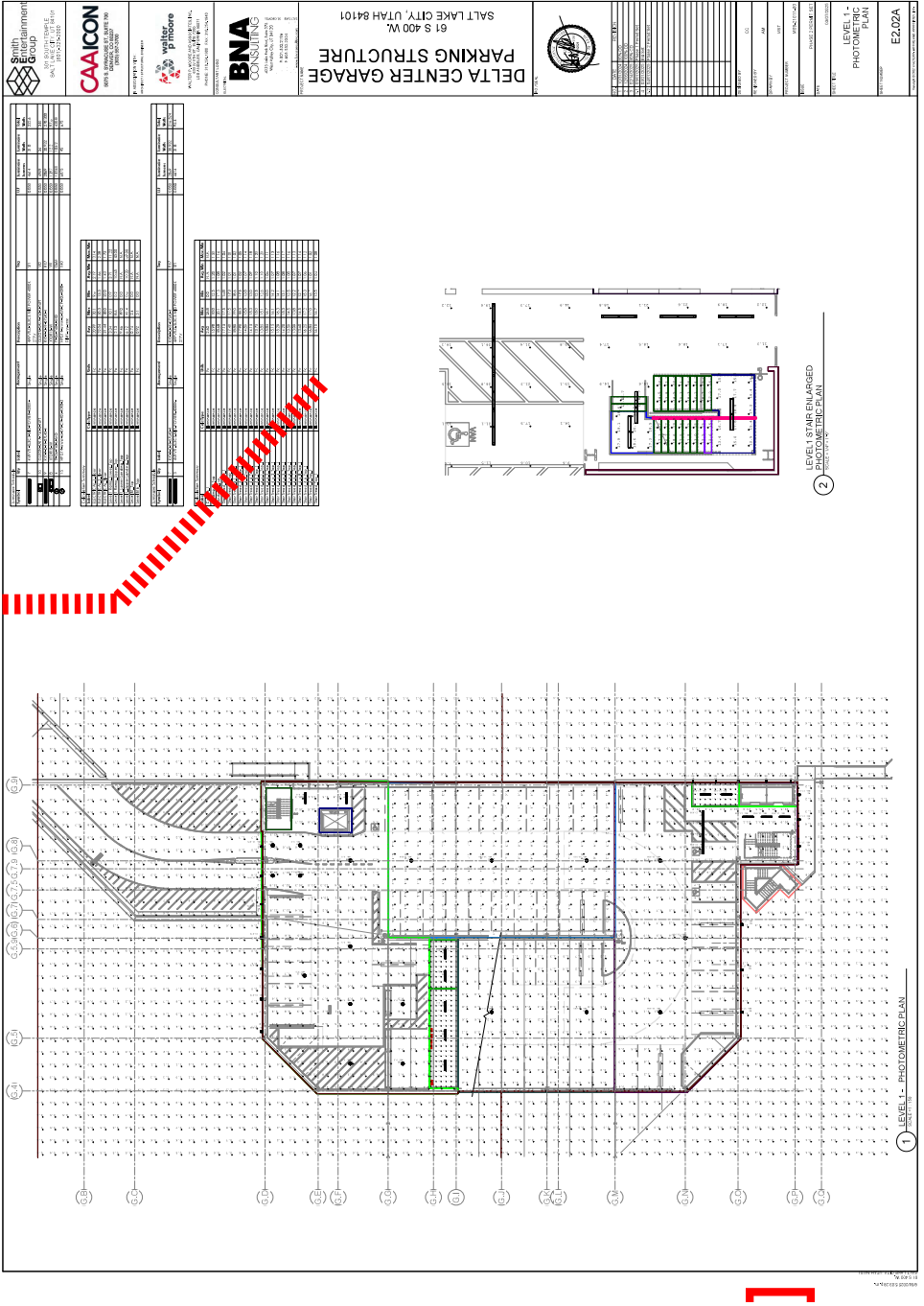
Lighting Solutions
201 SOUTH 200 WEST
SUITE 200
SALT LAKE CITY, UT 84115
801-552-5555

BNA CONSULTING
201 SOUTH 200 WEST
SUITE 200
SALT LAKE CITY, UT 84115
801-552-5555

DELTA CENTER GARAGE
61 S 400 W
SALT LAKE CITY, UT 84101

LEVEL 1 - PARKING LIGHTING PLAN

E2.02



Smith
Engineering
Group
SALT LAKE CITY, UTAH
84101
PHONE: 313.222.1111
FAX: 313.222.1112
WWW.SMITH-ENGINEERING.COM

CAAI
CONSTRUCTION
ANALYSIS
INSTITUTE

water
philmore
PHILMORE, UTAH
84351
PHONE: 313.222.1111
FAX: 313.222.1112
WWW.WATERPHILMORE.COM

BNA
CONSULTING
SALT LAKE CITY, UTAH
84101
PHONE: 313.222.1111
FAX: 313.222.1112
WWW.BNA-CONSULTING.COM

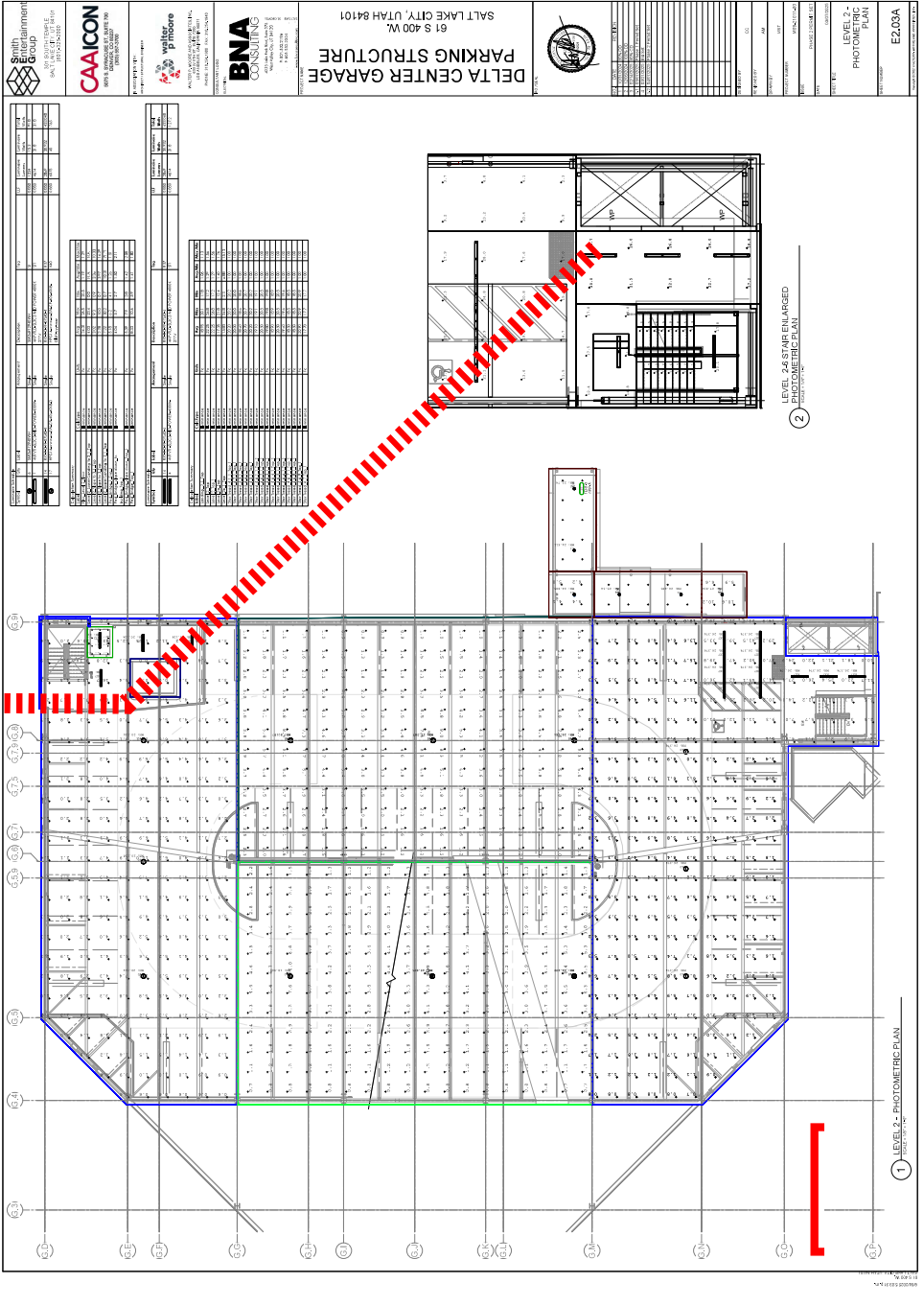
DELTA CENTER GARAGE
PARKING STRUCTURE
61 S 400 W,
SALT LAKE CITY, UTAH 84101

0' 10' 20' 30' 40' 50' 60' 70' 80' 90' 100'

NO.	REVISION	DATE	BY	CHKD.	APP'D.
1	ISSUED FOR PERMIT	01/15/2010	J. H. HARRIS	J. H. HARRIS	J. H. HARRIS
2	REVISION	01/15/2010	J. H. HARRIS	J. H. HARRIS	J. H. HARRIS
3	REVISION	01/15/2010	J. H. HARRIS	J. H. HARRIS	J. H. HARRIS
4	REVISION	01/15/2010	J. H. HARRIS	J. H. HARRIS	J. H. HARRIS
5	REVISION	01/15/2010	J. H. HARRIS	J. H. HARRIS	J. H. HARRIS
6	REVISION	01/15/2010	J. H. HARRIS	J. H. HARRIS	J. H. HARRIS
7	REVISION	01/15/2010	J. H. HARRIS	J. H. HARRIS	J. H. HARRIS
8	REVISION	01/15/2010	J. H. HARRIS	J. H. HARRIS	J. H. HARRIS
9	REVISION	01/15/2010	J. H. HARRIS	J. H. HARRIS	J. H. HARRIS
10	REVISION	01/15/2010	J. H. HARRIS	J. H. HARRIS	J. H. HARRIS

LEVEL 1 -
PHOTOMETRIC
PLAN

E2.02A



DELTA CENTER GARAGE
SALT LAKE CITY, UTAH 84101

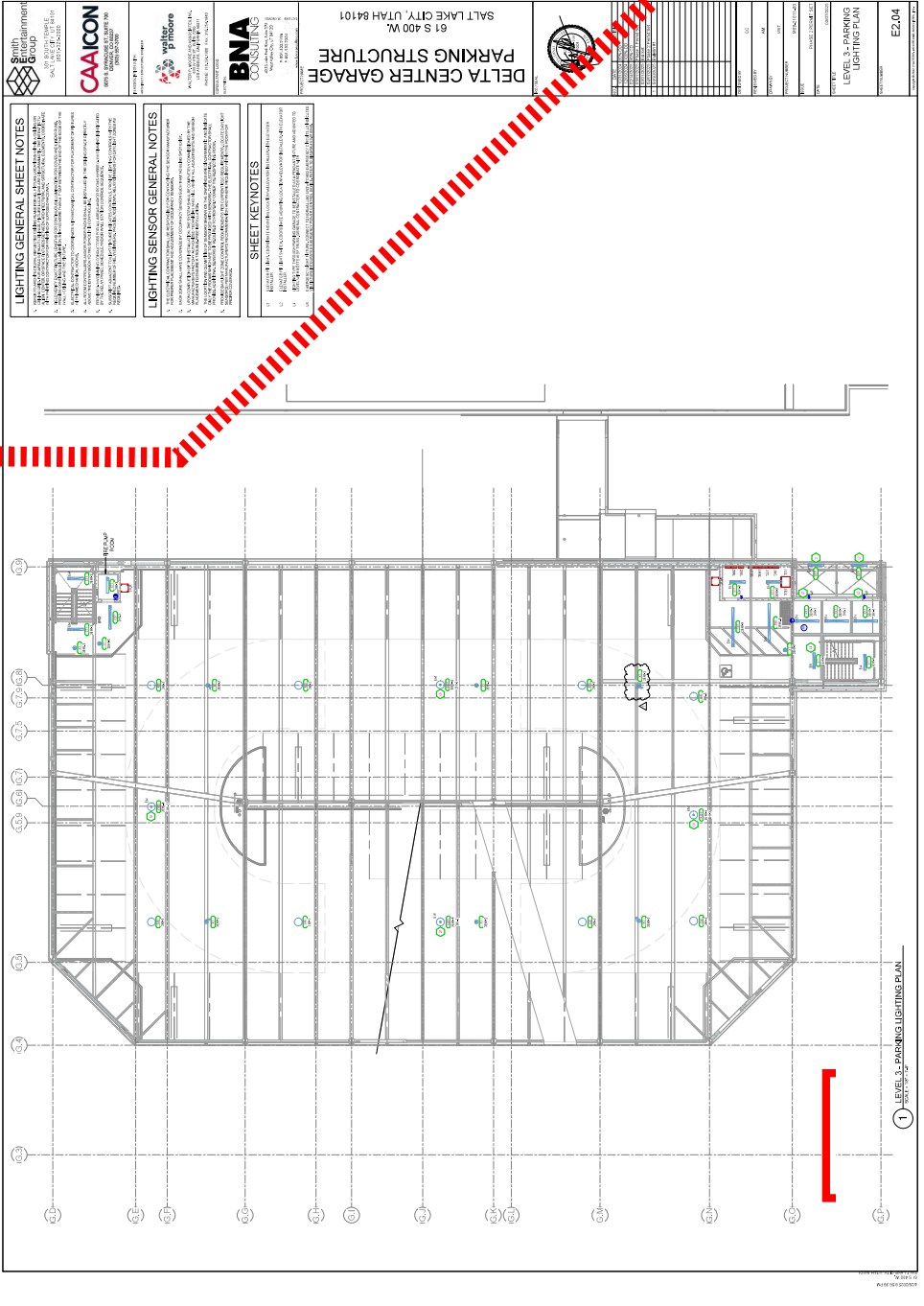
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ARCHITECTS

CAAI CON
ARCHITECTS

Smith
ARCHITECTS

LEVEL 2 - PHOTOGRAPHIC PLAN

E2.03A



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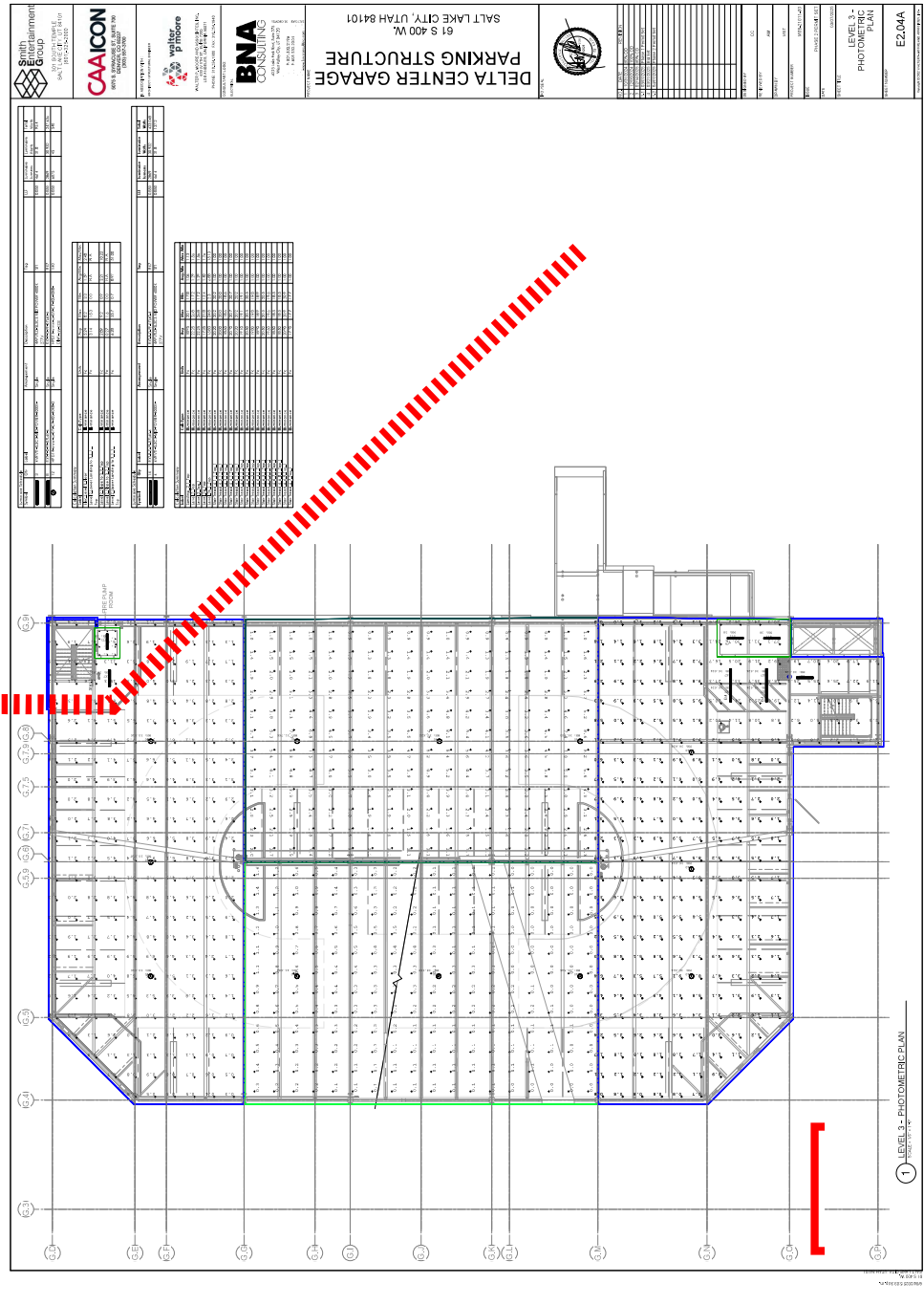
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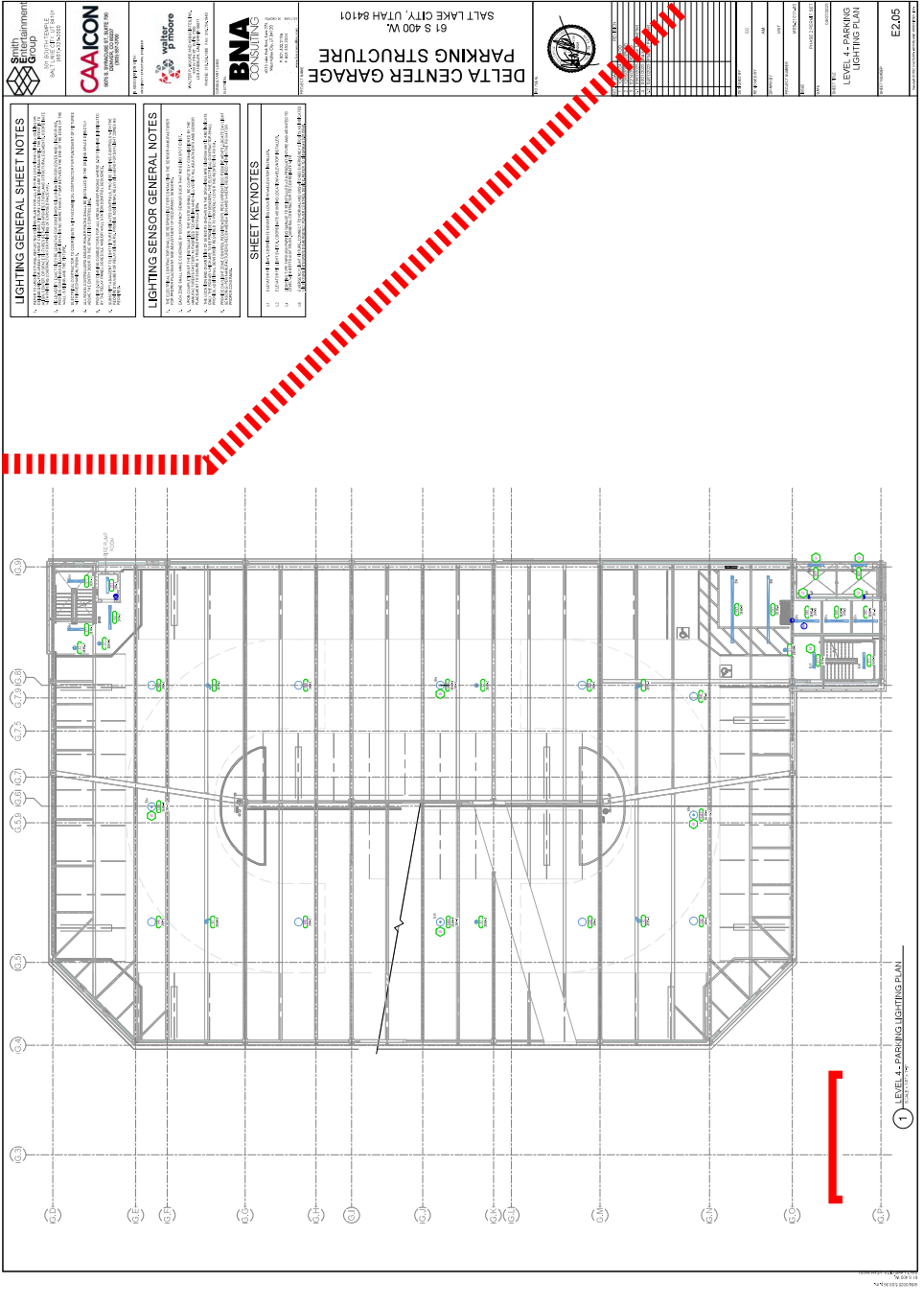
DELTA CENTER STRUCTURE
61 S 400 W,
SALT LAKE CITY, UTAH 84101

DATE	03
PROJECT	001
PROJECT NUMBER	001
PROJECT NAME	DELTA CENTER STRUCTURE
PROJECT LOCATION	61 S 400 W, SALT LAKE CITY, UT 84101
PROJECT OWNER	SMITH ENTERTAINMENT GROUP
PROJECT ARCHITECT	CAA/ICON ARCHITECTS
PROJECT ENGINEER	WAITER PRILLMORE ARCHITECTS
PROJECT CONSULTANT	BNA CONSULTING

LEVEL 3, PARKING LIGHTING PLAN

E2.04





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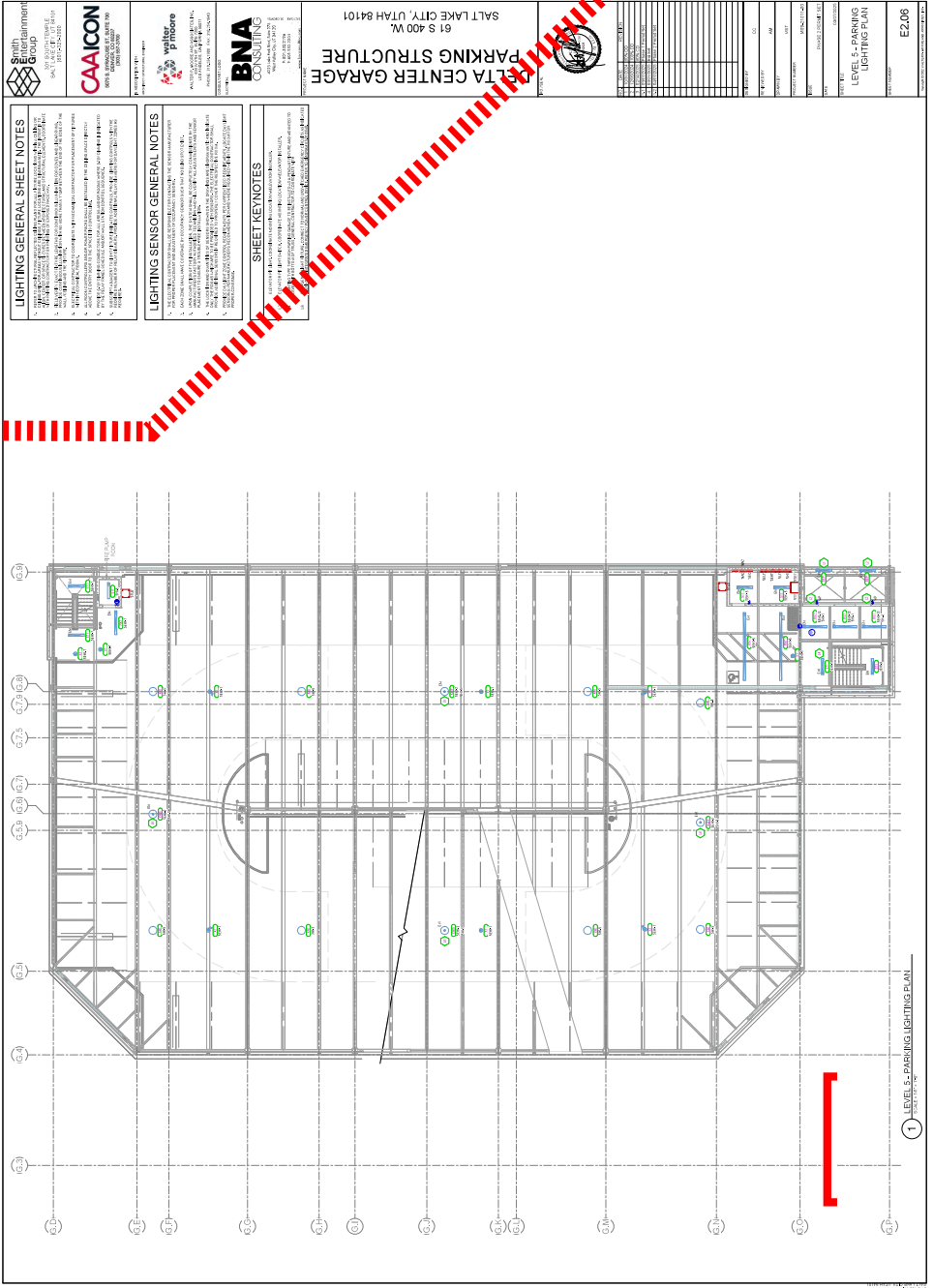
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LEVEL 4 PARKING LIGHTING PLAN

E2.05



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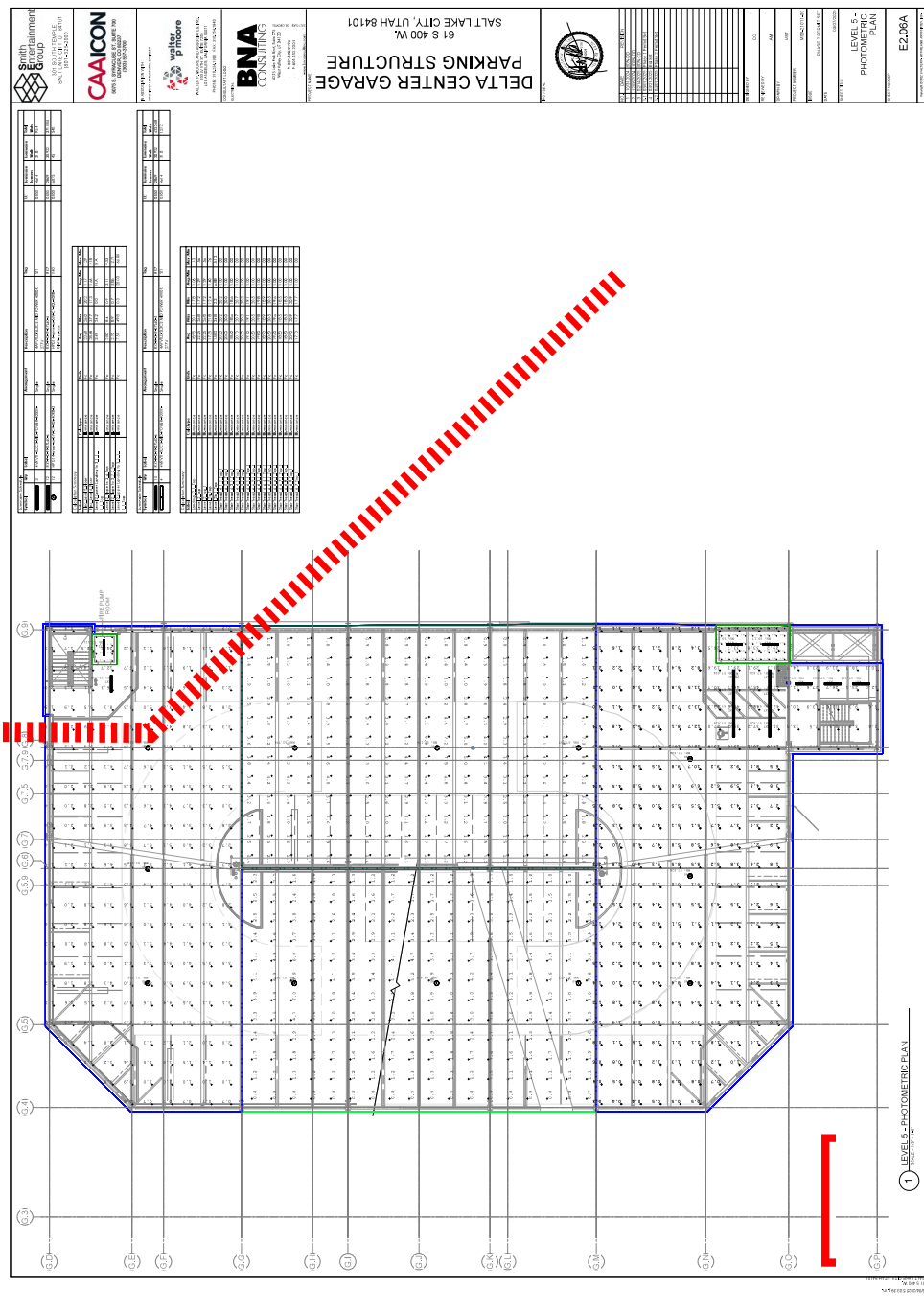
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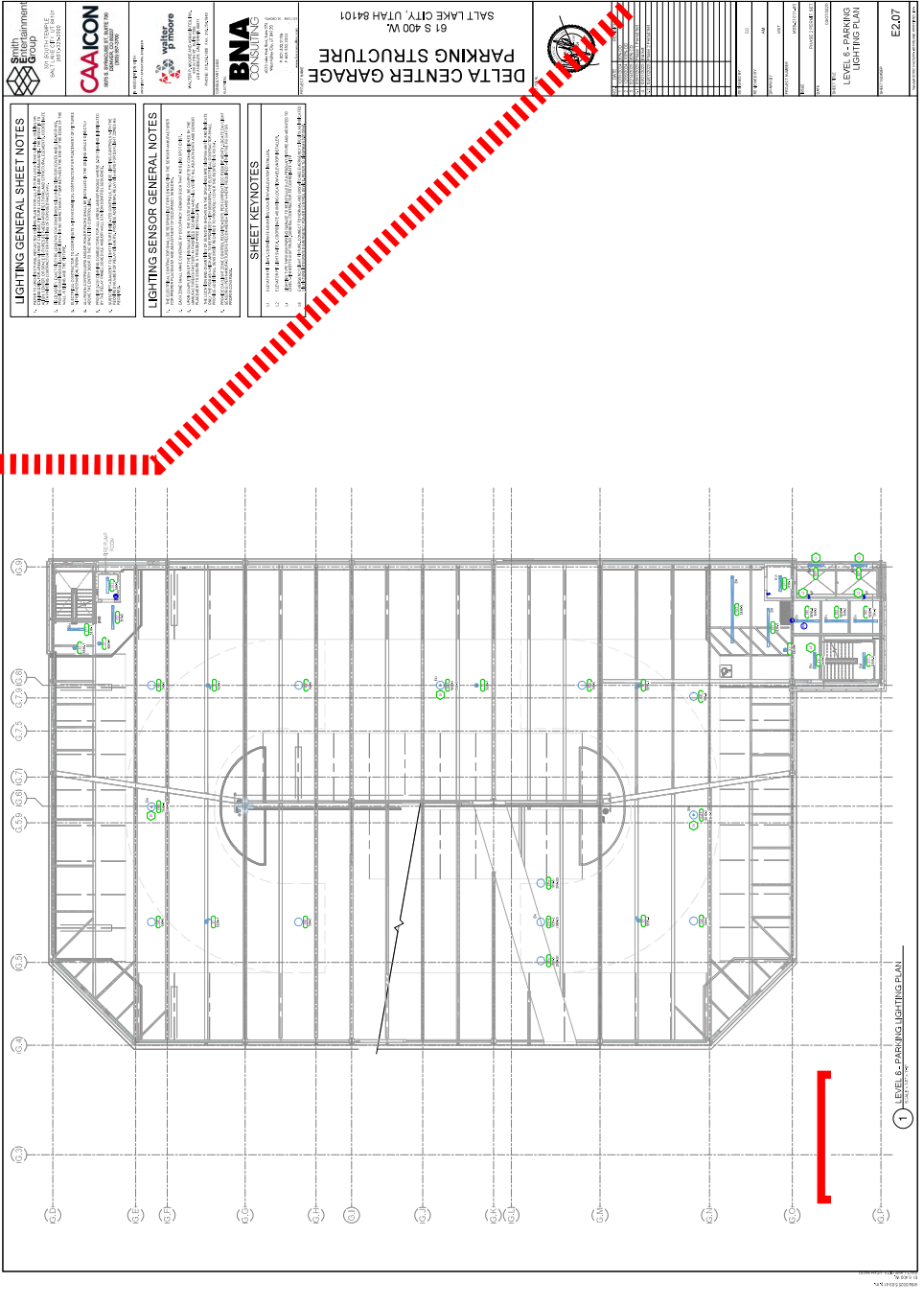
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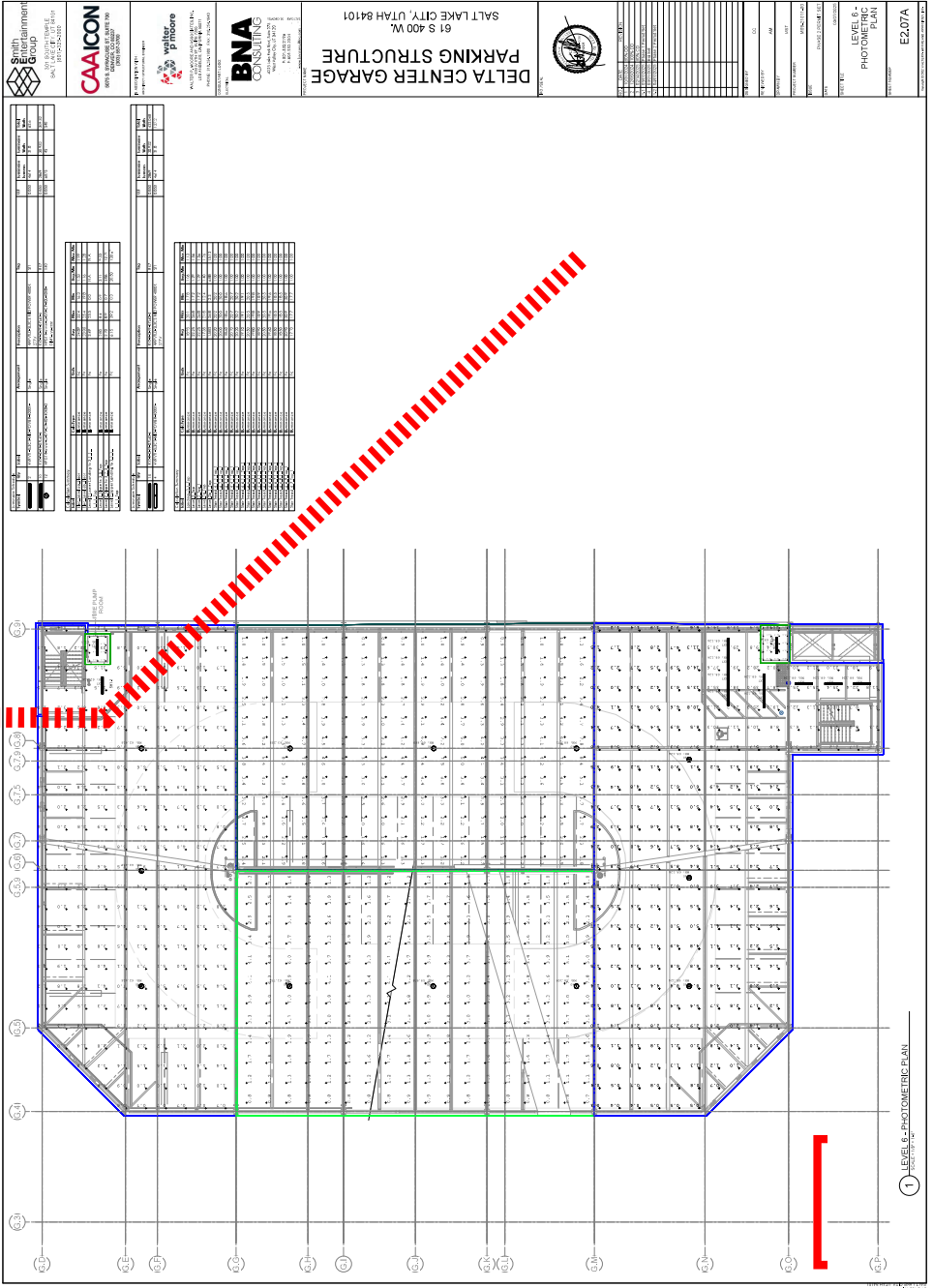
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PARKING STRUCTURE
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LEVEL 5: PARKING LIGHTING PLAN

E2.06





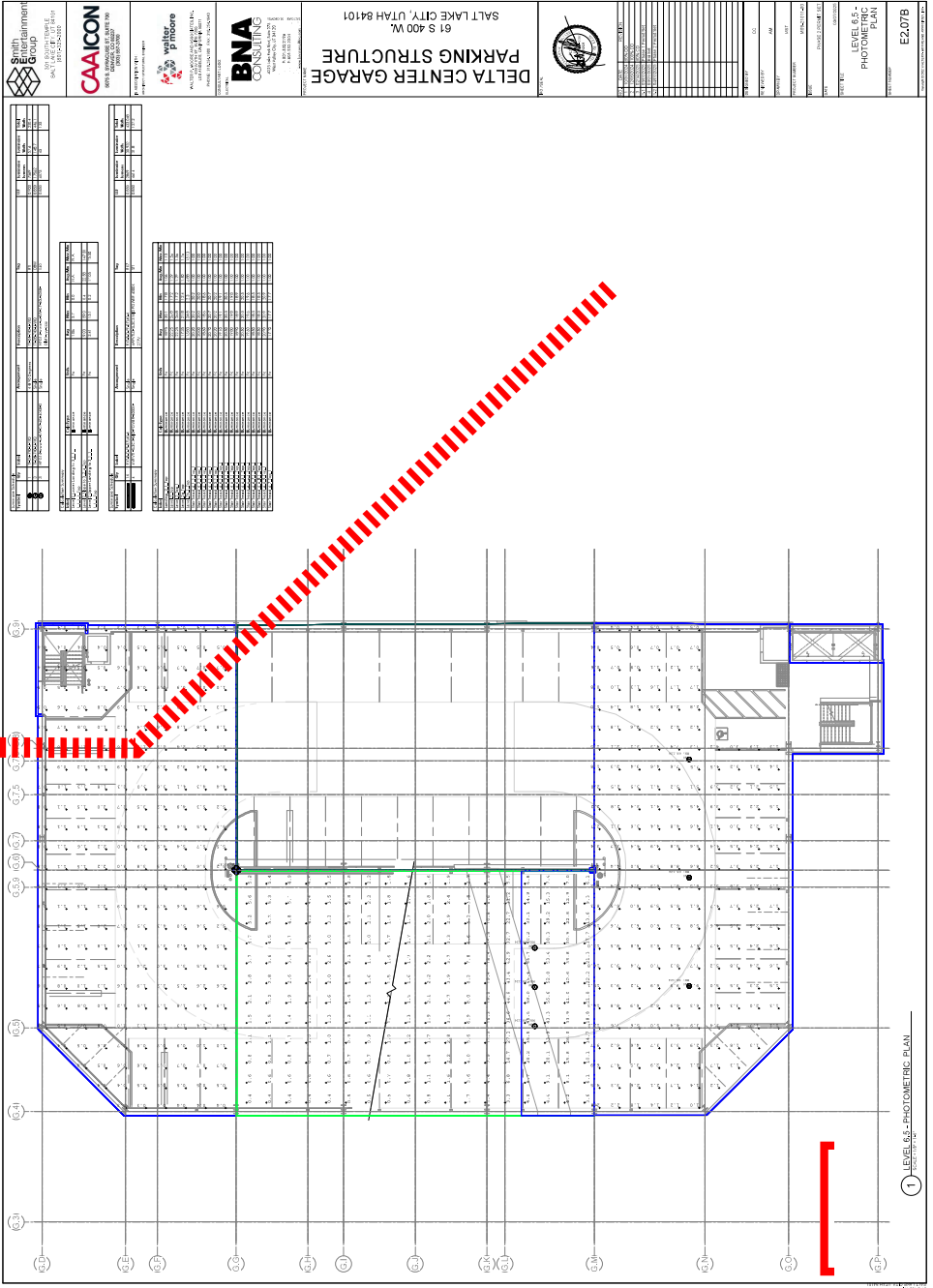


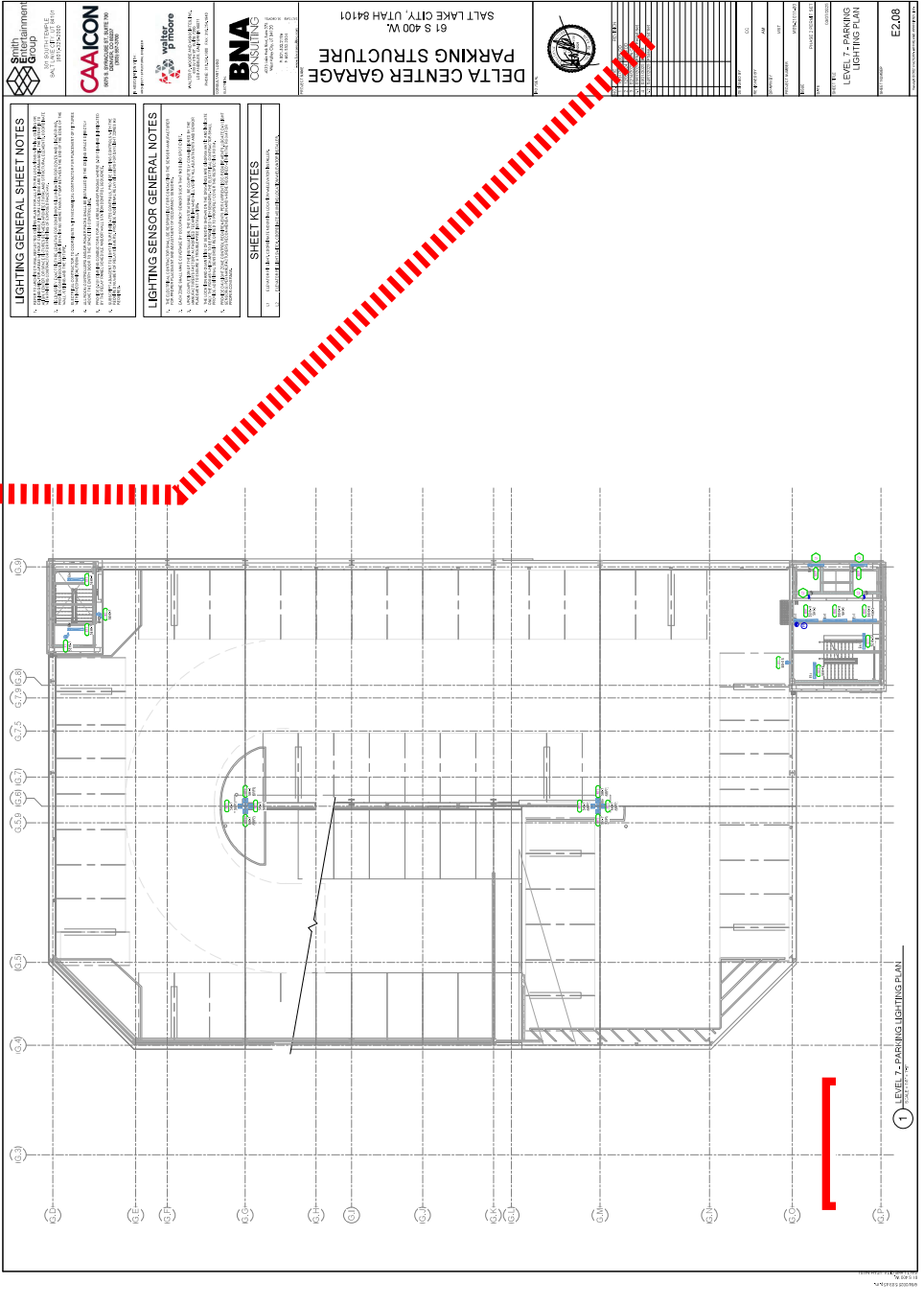
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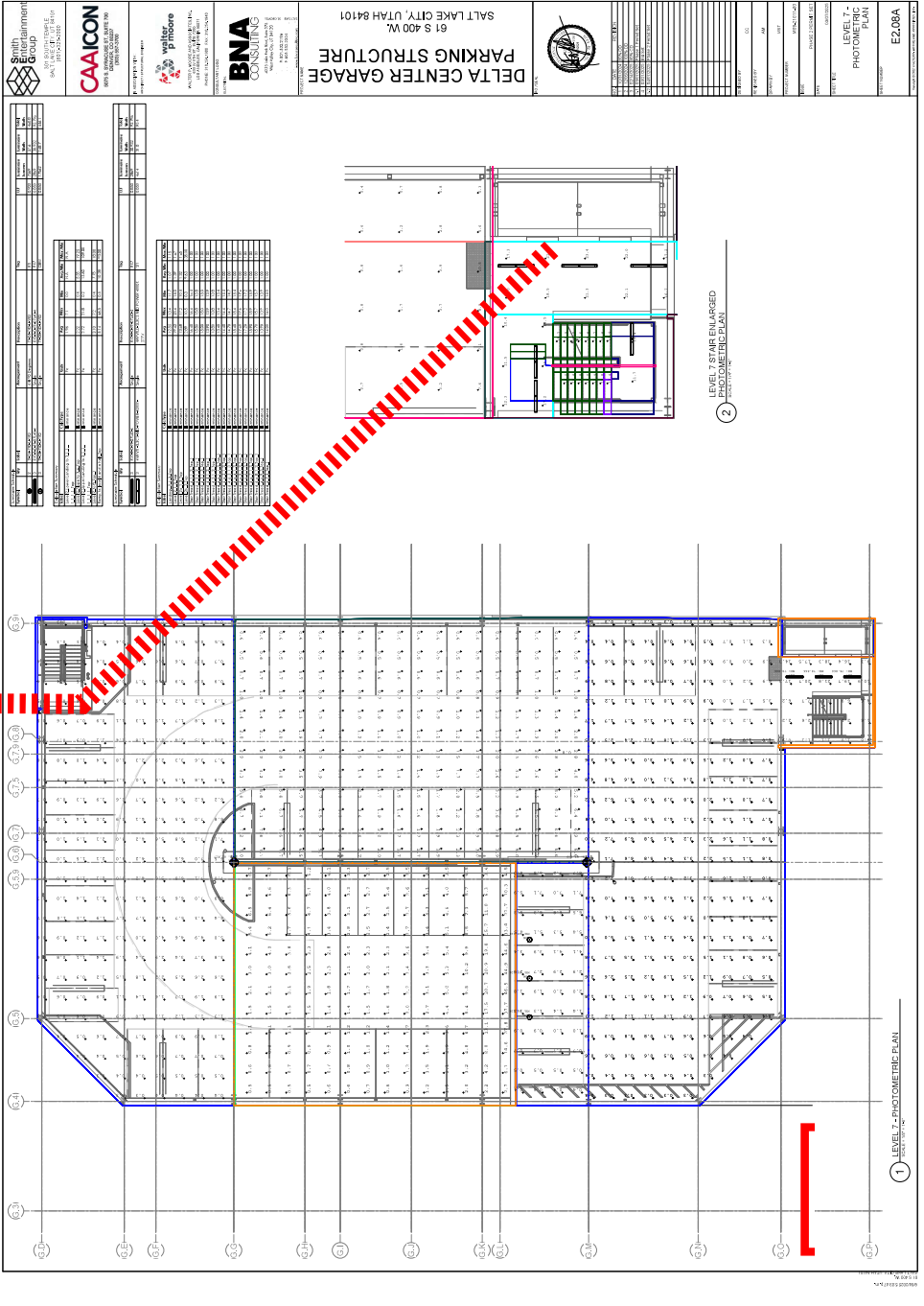
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LEVEL 7 - PARKING LIGHTING PLAN

E2.08



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LEVEL 2 -
PHOTOMETRIC
PLAN

E2.08A