

**WHEN RECORDED, RETURN TO:**

**MILLCREEK  
3330 South 1300 East  
Millcreek, Utah 84106**

13887806 B: 11304 P: 1422 Total Pages: 34  
02/09/2022 01:37 PM By: dsalazar Fees: \$0.00  
AGREE - AGREEMENT  
Rashelle Hobbs, Recorder, Salt Lake County, Utah  
Return To: MILLCREEK CITY  
3330 SOUTH 1300 EASTMILLCREEK, UT 84106



**DEVELOPMENT AGREEMENT  
FOR  
MILLCREEK COMMON WEST**

THIS MASTER DEVELOPMENT AGREEMENT (“MDA”) is made and entered as of the 10 day of January , 2022, by and between Millcreek City (“City”), a Utah municipality and Cottonwood Residential O.P., LP (“Owner/Developer”), a Delaware limited partnership.

**RECITALS**

A. The capitalized terms used in this MDA and in these Recitals are defined in Section 1.2, below.

B. Owner/Developer owns the Property.

C. Owner/Developer desires to develop the Property and Owner/Developer and City desires that the property be developed in a unified and consistent fashion pursuant to the Millcreek City Center Master Plan and the CCOZ.

D. The Parties acknowledge that development of the Property pursuant to this MDA will result in significant planning and economic benefits to the City and its residents by, among other things requiring orderly development of the Property as a planned development and increasing property tax and other revenues to the City based on improvements to be constructed on the Property.

E. The Parties desire to enter into this MDA to specify the rights and responsibilities of Owner/Developer to develop the Property 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.

F. The Parties understand and intend that this MDA is a “development agreement” within the meaning of, and entered into pursuant to the terms of Utah Code Ann. §10-9a-101 *et seq.*

G. On Jan. 10, 2022 the City zoned the Property as CCOZ-DA pursuant to Ordinance No. 2022-05 (“CCOZ”).

H. The City finds that this MDA conforms with the intent of the Millcreek City Center Master Plan and CCOZ.

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

**TERMS**

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

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

1.2. **Definitions.** As used in this MDA, the words and phrases specified below shall have the following meanings:

1.2.1. **Act** means the Land Use, Development, and Management Act, Utah Code Ann. § 10-9a-101 *et seq.*

1.2.2. **Buildout** means the completion of all of the development on the entire Project in accordance with the approved plans.

1.2.3. **City** means Millcreek, a Utah municipality.

1.2.4. **City’s Future Laws** means the ordinances, policies, standards, and procedures which may be in effect as of a particular time in the future when a Development

Application is submitted for a part of the Project, and which may or may not be applicable to the Development Application depending upon the provisions of this MDA.

1.2.5. **City's Current Laws** means the ordinances, policies, standards, and procedures of the City in effect as of the date of this MDA.

1.2.6. **Commercial Use** means a place of business operated during regular business hours engaged in retail sale of goods, merchandise, or services to the public for personal or household consumption.

1.2.7. **Council** means the elected City Council of the City.

1.2.8. **Coworking Space** means a space in a building where multiple tenants, such as entrepreneurs, start-up businesses, or nonprofits rent working space such as desks or offices and have the use of communal facilities in the space

1.2.9. **Development** means the development of a portion of the Property consistent with the Site Plan and the Specific Design Conditions/Criteria and pursuant to an approved Development Application.

1.2.10. **Development Application** means a complete application to the City for ~~development of a portion of the Project Property consistent with the Site Plan and the Specific Design Conditions/Criteria and required for development of the Project.~~

1.2.11. **MDA** means this Master Development Agreement including all of its Exhibits.

1.2.12. **Notice** means any notice to or from any Party to this MDA that is either required or permitted to be given to another party.

1.2.13. **Owner/Developer** means Block C SPE, LLC.

1.2.14. **Party/Parties** means, in the singular, either Owner/ Developer or the City; in the plural all of Owner/Developer and the City.

1.2.15. **Project** means the total development to be constructed on the Property pursuant to this MDA and as shown on the Site Plan and the Specific Design Conditions/Criteria Site Plan with the associated public and private facilities, and all of the other aspects approved as part of this MDA.

1.2.16. **Property** means the real property owned by Owner/Developer and to be developed by them as more fully described in Exhibit “C.”

1.2.17. **Residential Dwelling Unit** means a structure or portion thereof designed and intended for use as a single-family residence.

1.2.18. **Restaurant means** a place of business operated during regular business hours where a variety of food or drink is prepared, and complete meals are served to the general public for consumption on the premises primarily in indoor or outdoor dining accommodations.

1.2.19. **Site Plan and Specific Design Conditions/Criteria** means the site plan and the specific design conditions/criteria set forth in Exhibits “A” and “B.”

1.2.20. **Zoning Map** means that map adopted by the City on 1/10/12 specifying the zoning for the Property as City Center Overlay-Development Agreement Zone.

## **2. Development of the Project.**

2.1. **Compliance with this MDA.** Development of the Project shall be in accordance with this MDA.

2.2. **Residential Use.** At Buildout of the Project and Owner/Developer shall be entitled to have developed Residential Units as specified in and pursuant to this MDA.

2.3. **Commercial Use.** At Buildout of the Project at least 7,500 square feet of the ground floor adjacent to the Commons will be limited to commercial use of which at least 3,750 square feet shall be limited to restaurant use.

2.4. **Exception.** The requirement of commercial/restaurant use as specified in Section 2.3 is subject to an exception granted by the Mayor.

2.5. **Parking.** On or before final conditional use approval by the City, the City and Owner/Developer shall execute and deliver a recordable reciprocal parking and purchase agreement that provides for, among other things, a jointly owned, operated, and maintained parking structure with a number of parking stalls and the allocation of parking stalls to a specific use as determined by using the methodology established in the *Millcreek City Hall / Cottonwood Residential Shared Parking Study* produced by Fehr and Peers on November 30, 2020 (“Parking Study”). If the project as submitted for conditional use review contains the same number of residential units by unit type and the same amount of commercial, office, and public space as described in the Parking Summary on Page SP-01 of Exhibit B, the parking structure shall have no fewer than 450 parking stalls. If the number of residential units changes, or if the unit types change, or if the amount of commercial, office, and public space changes prior to a preliminary or final conditional use review, the City may at its sole discretion require an overall parking requirement to be established by a certified traffic engineer using the same methodology established in the Parking Study.

2.6. **1300 East Ground Floor.** At least 50% of the building frontage facing 1300 East will be commercial use. Commercial use in this context will include amenities focused on the apartment residents, but also made available to the public, including a fitness center, shared office space and associated shared uses, bike repair room, dog wash, etc. The

corner of 1300 East and 3300 South will also include a plaza to include a fountain, mural, or other decorative feature to accentuate the entry point to broader Millcreek Commons.

**2.7. Leasing Office/Other Uses.** At Buildout of the Project at least 3,000 square feet of the ground floor adjacent to Chambers Avenue will be limited to Owner/Developer leasing office that will include a coworking space or other commercial use.

**2.8. Specific Design Conditions.** The Project shall be developed and constructed substantially as set forth in the Site Plan and the Specific Design Conditions/Criteria. Notwithstanding any language to the contrary herein no improvements of any kind shall be constructed, maintained, or allowed to stand in the Project or exceptions permitted to the Site Plan and Design Conditions/Criteria without the consent of the Council. The absence of such prior approval by the Council shall be grounds for injunctive relief regarding removal of such improvements.

### **3. Zoning and Vested Rights.**

**3.1. Zoning.** The City has zoned the Property as shown on the Zoning Map.

**3.2. Vested Rights Granted by Approval of this MDA.** To the maximum extent permissible under the laws of Utah and the United States and at equity, the Parties intend that this MDA grants Owner/Developer all rights to develop the Project in fulfillment of this MDA, the City's Current Laws, the Zoning Map and Overlay except as specifically provided herein. The Parties specifically intend that this MDA grant to Owner/Developer "vested rights" as that term is construed in Utah's common law and pursuant to Utah Code Ann. § 10-9a-509.

**3.3. Exceptions.** The restrictions on the applicability of the City's Future Laws to the Project as specified in Section 3.2 are subject to only the following exceptions:

**3.3.1. Owner/Developer Agreement.** City's Future Laws that Owner/Developer

agrees in writing to the application thereof to the Project;

3.3.2. State and Federal Compliance. City's Future Laws which are generally applicable to all properties in the City and which are required to comply with State and Federal laws and regulations affecting the Project;

3.3.3. Codes. City Development Standards, Engineering Requirements and Supplemental Specifications for Public Works and any new editions or replacement thereof and any City's Future Laws that are updates or amendments to existing building, plumbing, mechanical, electrical, dangerous buildings, drainage, or similar construction or safety related codes, such as the International Building Code, the APWA Specifications, AAHSTO Standards, the Manual of Uniform Traffic Control Devices or similar standards that are generated by a nationally or statewide recognized construction/safety organization, or by the State or Federal governments and are required to meet legitimate concerns related to public health, safety or welfare;

3.3.4. Taxes. Taxes, or modifications thereto, so long as such taxes are lawfully imposed and charged uniformly by the City to all properties, applications, persons, and entities similarly situated; or,

3.3.5. Fees. Changes to the amounts of fees for the processing of Development Applications that are generally applicable to all development within the City (or a portion of the City as specified in the lawfully adopted fee schedule).

3.3.6. Planning and Zoning Modification. Changes by the City to its planning principles and design standards such as architectural or design requirements, setbacks, or similar items so long as such changes are generally applicable across the entire City to the respective Zones within the Project.

3.3.7. Compelling, Countervailing Interest. Laws, rules, or regulations that the City's land use authority finds on the record, are necessary to avoid jeopardizing a compelling, countervailing public interest pursuant to Utah Code Ann. § 10-9a-509(1)(a)(i).

4. **Term of Agreement.** The term of this MDA shall be until January 13, 2025. This MDA shall also terminate automatically at Buildout.

5. **Application Under City's Future Laws.** Without waiving any rights granted by this MDA, Owner/Developer may at any time, choose to submit a Development Application for all of the Project under the City's Future Laws in effect at the time of the Development Application so long as Owner/Developer is not in current breach of this Agreement.

**6. Default.**

6.1. **Notice.** If Owner/Developer or 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. Materiality. Identify why the Default is claimed to be material; and

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

6.3. **Meet and Confer and Mediation.** Upon the issuance of a Notice of Default the



Parties shall engage in the “Meet and Confer” and “Mediation” processes.

**6.4. Remedies.** If the parties are not able to resolve the Default by “Meet and Confer” and by Mediation, then the Parties may have the following remedies, except as specifically limited in 6.7:

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

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

6.4.3. Future Approvals. The right to withhold all further reviews, approvals, licenses, building permits, certificates of occupancy and/or other permits for development of the Project in the case of a default by Owner/Developer until the Default has been cured.

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

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

**6.7. Limitation on Recovery for Default – No Damages.** Anything in this MDA

notwithstanding no Party shall be entitled to any claim for any monetary damages as a result of any breach of this MDA and each Party waives any claims thereto. The sole remedy available to Owner/Developer shall be that of specific performance.

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

**To the Master Developer/Owner:**

Block C SPE, LLC  
Attn: Chief Legal Officer, Gregg Christensen  
1245 East Brickyard Road, Suite 250  
Salt Lake City, UT 84106

**To the City:**

Millcreek  
Attn: City Manager  
3330 South 1300 East  
Millcreek, UT 84106

**With a Copy to:**

Millcreek  
Attn: City Attorney  
3330 South 1300 East  
Millcreek, UT 84106

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

7.1.1. Hand Delivery. Its actual receipt, if delivered personally or by courier service

7.1.2. 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.

7.1.3. 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.

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

9. No Third-Party Rights/No Joint Venture. This MDA does not create a joint venture relationship, partnership, or agency relationship between the City, Owner/Developer. Further, the parties do not intend this MDA to create any third-party beneficiary rights. The Parties acknowledge that this MDA refers to a private development and that the City has no interest in, responsibility for or duty to any third parties concerning any improvements to the Property or unless the City has accepted the dedication of such improvements at which time all rights and responsibilities—except for warranty bond requirements under City’s Current Laws and as ~~allowed by state law~~—for the dedicated public improvement shall be the City’s.

10. Assignability. The rights and responsibilities of Owner/Developer under this MDA may be assigned in whole or in part by Owner/Developer with the consent of the City.

11. Binding Effect. If Owner/Developer sells or conveys Parcels of lands, the lands so sold and conveyed shall bear the same rights, privileges, configurations, and be subject to the same limitations and rights of the City when owned by Owner/Developer and as set forth in this MDA.

12. No Waiver. Failure of any Party hereto to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such party to exercise at some

future date any such right or any other right it may have.

13. **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.

14. **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, pandemics, 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.

15. **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.

16. **Appointment of Representatives.** To further the commitment of the Parties to cooperate in the implementation of this MDA, the City and Owner/Developer each shall

~~designate and appoint a representative to act as a liaison between the City and its various departments and the Owner/Developer.~~ designate and appoint a representative to act as a liaison between the City and its various departments and the Owner/Developer. The initial representative for the City shall be the City Manager. The initial representative for Owner/Developer shall be Tyler Morris. 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.

17. **Applicable Law.** This MDA is entered into in Salt Lake County 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.

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

19. **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.

20. **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 any Party based on which Party drafted any particular portion of this MDA.

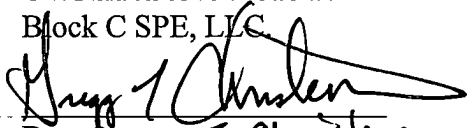
21. **Recordation and Running with the Land.** This MDA shall be recorded in the chain of title for the Property. This MDA shall be deemed to run with the land.

22. **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 of the City is affixed to this MDA lawfully binding the City pursuant to Ordinance No. 22-05 adopted by the City on 1/10/2022.

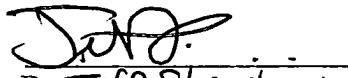
IN WITNESS WHEREOF, the parties hereto have executed this Agreement by and through

their respective, duly authorized representatives as of the day and year first herein above written.

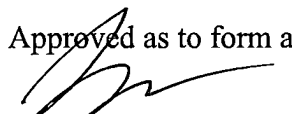
OWNER/DEVELOPER  
Block C SPE, LLC

  
By: Gregg T. Christensen  
Its: Chief Legal Counsel

CITY  
Millcreek

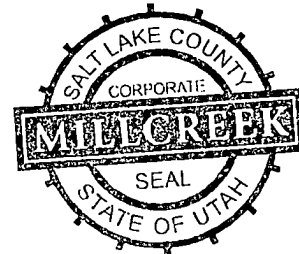
  
By: Jeff Silvestri  
Its: Mayor

Approved as to form and legality:

  
City Attorney

Attest:

  
City Recorder



**CITY ACKNOWLEDGMENT**

STATE OF UTAH )  
 )  
 :ss.  
COUNTY OF SALT LAKE )

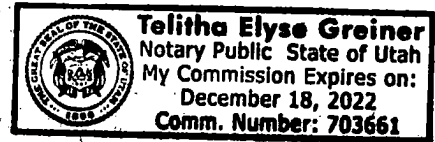
On the 11 day of January 2022 personally appeared before me Jeff Silvestrini who being by me duly sworn, did say that he is the Mayor of Millcreek, a political subdivision of the State of Utah, and that said instrument was signed on behalf of the City by authority of its City Council and said Mayor acknowledged to me that the City executed the same.

*Telitha Elyse Greiner*

NOTARY PUBLIC

My Commission Expires: 12/18/22

Residing at: Salt Lake County



**OWNER/DEVELOPER ACKNOWLEDGMENT**

STATE OF UTAH )  
 )  
 :ss.  
COUNTY OF SALT LAKE )

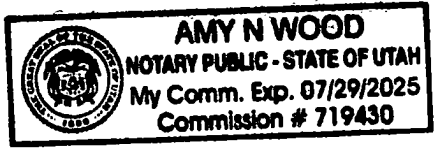
On the 7<sup>th</sup> day of February 2022, personally appeared before me Gregg Christensen who being by me duly sworn, did say that he is the Chief Legal Officer of Block SPE, LLC, a Delaware limited partnership and that the foregoing instrument was duly authorized by the company at a lawful meeting held by authority of its bylaws and signed in behalf of said company.

*Amy N. Wood*

NOTARY PUBLIC

My Commission Expires: 7-29-2025

Residing at: Salt Lake County,



**Exhibit A**  
**Design Criteria**

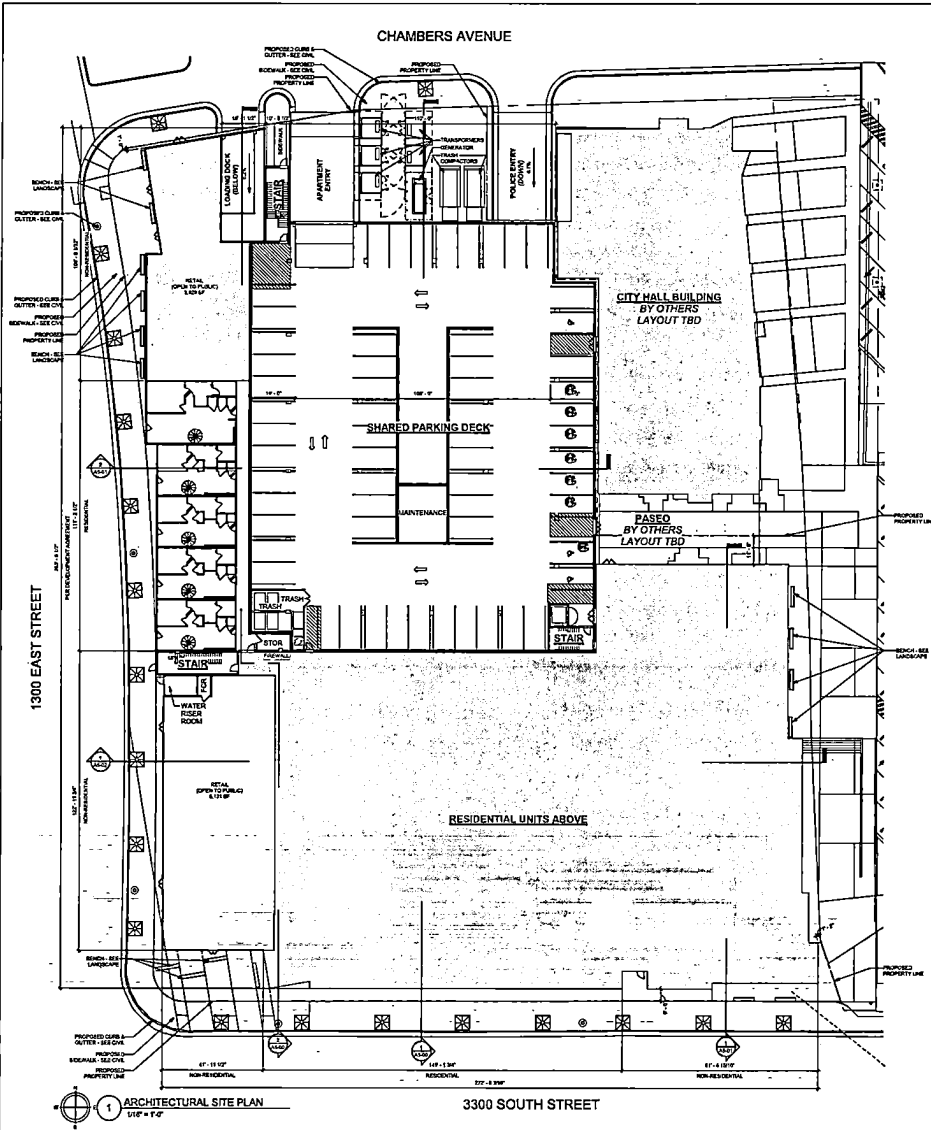
1. **Canopies.** Developer shall coordinate with City on the color and material used for the canopies as depicted on A0-00 and A0-01 in Exhibit B. Approval of colors and materials used for canopies shall be subject to technical review and approval by the City prior to issuing a building permit. Canopies for the project shall match in color and material the canopies used for City Hall. The canopy over the proposed restaurant space shall be a minimum of 5 feet in depth, and shall include radiant heaters.
2. **Commercial Requirements.** The location of commercial uses shall be arranged as depicted on sheets A0-00 and A0-01 in Exhibit B. Developer and the City shall undertake best efforts to market the restaurant spaces to restauranteurs who are local to the State of Utah.
3. **Façade Design.** Facades shall be designed as depicted on A0-00 and A0-01 in Exhibit B, notwithstanding 10% of the balconies may extend beyond the façade by 2 feet.
4. **Height.** The building height shall not exceed 78 feet. Heights shall be as depicted on sheets A4-00 and A4-01 in Exhibit B.
5. **Landscaping.** Landscaping shall comply with the requirements of Millcreek Code and the Millcreek City Center Urban Forestry Standard. Tree wells shall be a minimum of 10 feet in length. Landscaping materials shall include native or endemic groundcover. Turf grass is prohibited for use as a groundcover.
6. **Length.** The building shall not exceed 330 feet and the requirement for a plaza every 250 feet shall be waived on the 1300 East façade. All other building facades shall comply with the City Center Overlay Zone.
7. **Materials.** Materials shall be arranged as depicted on sheets A4-00 and A4-01 in Exhibit B. Stucco or EIFS is prohibited as a material for use on any portion of the building. The brick described as "BRICK:02" on sheets A4-00 and A4-01 in Exhibit B shall match the brick used on the ground story of City Hall. Approval of colors and type of bricks shall be subject to technical review and approval by the City prior to issuing a building permit.
8. **Open Space.** Development shall have at least 30,000 square feet of open space and at least 21,000 square feet of plaza space. Plazas shall be configured as per Page SP-02 in Exhibit B. Paving materials and arrangement shall subject to technical and approval by the City prior to issuing a building permit.
9. **Public Art.** Developer shall coordinate with the City on the development of public art along the façade facing the paseo and for a public art installation on the corner plaza facing the intersection of 3300 South and 1300 East. Public art shall be subject to City approval prior to issuing a building permit.

10. **Streetscape.** The streetscape along 3300 South shall be installed as depicted on sheet SP-03 in Exhibit B. The streetscape shall include a sidepath of at least 11 feet and a buffer of at least 6 feet to accommodate street trees planted subject to the standards of the City Center Overlay Zone and the Millcreek City Center Urban Forestry Standard.

11. **Stepbacks.** Building stepbacks shall be subject to the follows:

- A. **East Elevation, Exhibit B, Sheet A4-01:** No stepback required.
- B. **Paseo Façade:** Building shall have a 25 foot stepback above the second story facing the paseo, as indicated on Sheet A0-02 in Exhibit B.
- C. **North Elevation, Exhibit B, Sheet A4-00:** No stepback required.
- D. **West Elevation, Exhibit B, Sheet A4-01:** Building shall have a stepback ranging from 10 to 13 feet above the second story facing 1300 East, as depicted on Sheet A0-02 in Exhibit B.
- E. **South Elevation, Exhibit B, Sheet A4-00.** Building shall have a stepback of 5 feet above the second story facing 3300 South, as depicted on Sheet A0-02 in Exhibit B.





### BUILDING SUMMARY

**BUILDING DESCRIPTION:**  
 PROPOSED PROJECT IS A MIXED-USE PROJECT. PROJECT INCLUDES SIX-STORY MIXED-FAMILY RESIDENTIAL WITH A SIX-STORY PARKING GARAGE AND SECOND FLOOR/GROUND FLOOR POLICE PARKING AND ONE-STORY RETAIL. ACCESS TO PARKING GARAGE IS FROM CHAMBERS AVE.  
 THE RESIDENTIAL COMPONENT OF THE PROJECT WILL CONSIST OF 214 UNITS, WITH A MIX OF STUDIO, 1-BED, AND 2-BED (SEE UNIT MATRIX SUMMARY).  
**CONSTRUCTION AND OCCUPANCY SCHEDULE:**  
 OCCUPANCY TYPE (PER 2018 IBC):  
 R-2 (RESIDENTIAL APARTMENTS) WITH A-3 (SEPARATED OCCUPANCIES)  
 S-2 (PARKING GARAGE)  
 B  
**CONSTRUCTION TYPE (PER 2018 IBC):**  
 IA (SEE CODE AREA PLANS FOR LOCATION)  
 IIA (SEE CODE AREA PLANS FOR LOCATION)

UNIT TYPE	COUNT	SCHEDULE		CONSTRUCTION		OCCUPANCY	
		START	END	START	END	START	END
Studio	100	12/2022	06/2023	12/2022	06/2023	12/2022	06/2023
1-Bed	100	12/2022	06/2023	12/2022	06/2023	12/2022	06/2023
2-Bed	14	12/2022	06/2023	12/2022	06/2023	12/2022	06/2023

### Chapter 19.00 (Shared Parking Table 19.03.02C)

4. For each applicable general land use category, calculate the number of spaces required for 1 use as if it were the only use on the site. Do not include spaces for other uses on the site.

5. Add the spaces for each individual land use to calculate the number of spaces required for this use for each land use category in the table below.

6. For each land use, add the number of spaces required for all applicable land uses to obtain a grand total for each of the two uses.

7. Add the grand totals for the two uses to obtain the total number of parking spaces required for the site.

GENERAL LAND USE CATEGORY	TOTAL SPACES REQUIRED	OFFICES		RETAIL		INDUSTRIAL	
		19.03.02C	19.03.02D	19.03.02C	19.03.02D	19.03.02C	19.03.02D
Office	100	100	0	0	0	0	
Retail	100	0	100	0	0	0	
Industrial	100	0	0	100	0	0	
Other	100	0	0	0	100	0	
<b>Total</b>	<b>300</b>	<b>100</b>	<b>100</b>	<b>100</b>	<b>0</b>	<b>0</b>	

### BICYCLE STORAGE

LEVEL	SPACES
LEVEL 1	0
LEVEL 2	0
LEVEL 3	0
LEVEL 4	0
LEVEL 5	0
<b>TOTAL BICYCLE STORAGE</b>	<b>0</b>

### PARKING SUMMARY

OFFICE	100	100
RETAIL	100	100
INDUSTRIAL	100	100
<b>TOTAL REQUIRED</b>	<b>300</b>	<b>300</b>

### LOT COVERAGE

ALLOWED LOT COVERAGE	8%
REQUIRED LOT COVERAGE	11.5%
PROVIDED LOT COVERAGE	11.5%

### 3300 S. MIXED USE

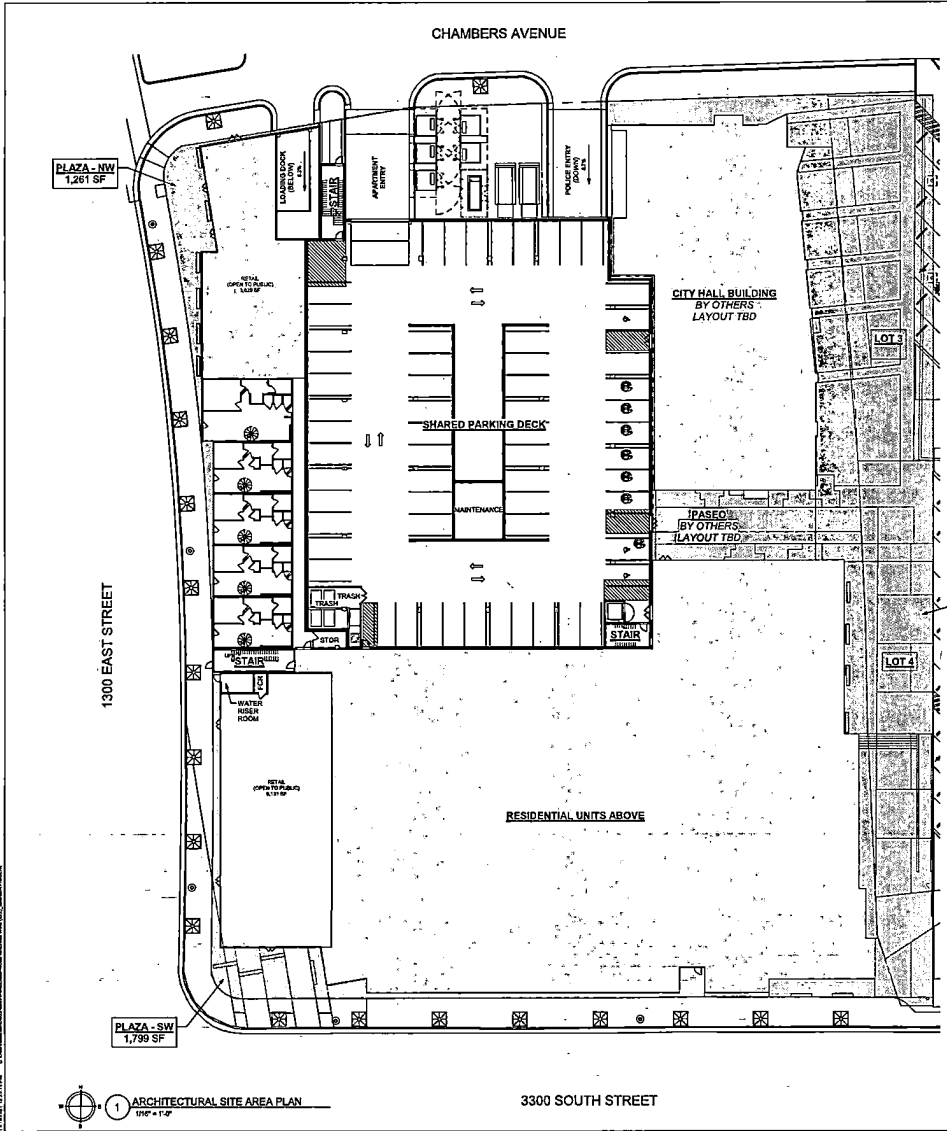
TOTAL FLOOR AREA	100,000
RESIDENTIAL FLOOR AREA	100,000
OFFICE FLOOR AREA	100,000
RETAIL FLOOR AREA	100,000
INDUSTRIAL FLOOR AREA	100,000

### 1300 E. MIXED USE

TOTAL FLOOR AREA	100,000
RESIDENTIAL FLOOR AREA	100,000
OFFICE FLOOR AREA	100,000
RETAIL FLOOR AREA	100,000
INDUSTRIAL FLOOR AREA	100,000

**EXHIBIT B**  
 This development plan received a preliminary site plan approval from the Millcreek Planning Commission on 20 December 2021 pursuant to section 19.73a.050 of the Millcreek Code. Development shall conform to the site plan described in this exhibit.

**dwell design studio**  
 1300 SOUTH 1300 EAST - THE CORNER MILLCREEK COMMONS  
 3340 AND 1700, L.L.C.  
**MILLCREEK COMMONS**  
 ARCHITECTURAL SITE PLAN  
 SHEET NUMBER: 11 OF 11  
 DRAWN BY: J. CHEN  
 DATE: 08/2022  
 SP-01  
 Page 17



AREA LEGEND	
[Symbol]	PLAZA (1,261 SF)
[Symbol]	PLAZA (1,799 SF)
[Symbol]	PLAZA (18,822 SF)

MILLCREEK COMMONS	
Overall Total Lot	11.452 ac
City Hall Lot	1.187 ac
Lot 1	1.187 ac
Lot 2	1.187 ac
Lot 3	1.187 ac
Lot 4	1.187 ac

OPEN SPACE	
Plaza - NW	1,261 SF
Plaza - SW	1,799 SF
Plaza - E	18,822 SF
Total Open Space	21,882 SF

PLAZAS	
Plaza - NW	1,261 SF
Plaza - SW	1,799 SF
Plaza - E	18,822 SF

**dwell design studio**

3300 SOUTH STREET EAST - 78 CORNER MILLCREEK, UTAH  
 3300 AND 1300, L.L.C.

**MILLCREEK COMMONS**

EXHIBIT B

This development plan received a preliminary site plan approval from the Millcreek Planning Commission on 20 December 2021 pursuant to section 19.73a.050 of the Millcreek Code. Development shall conform to the site plan described in this exhibit.

**SITE DATA**

DATE: 02/09/2022

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

PROJECT: MILLCREEK COMMONS

PREPARED BY: DWELL DESIGN STUDIO

CHECKED BY: DWELL DESIGN STUDIO

DATE: 02/09/2022

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

PROJECT: MILLCREEK COMMONS

SP-02

Page 18

DATE	DESCRIPTION

REVISION

NO.	DATE	DESCRIPTION

DATE	DESCRIPTION

DATE PLOTTED: 02/09/2022 01:37 PM

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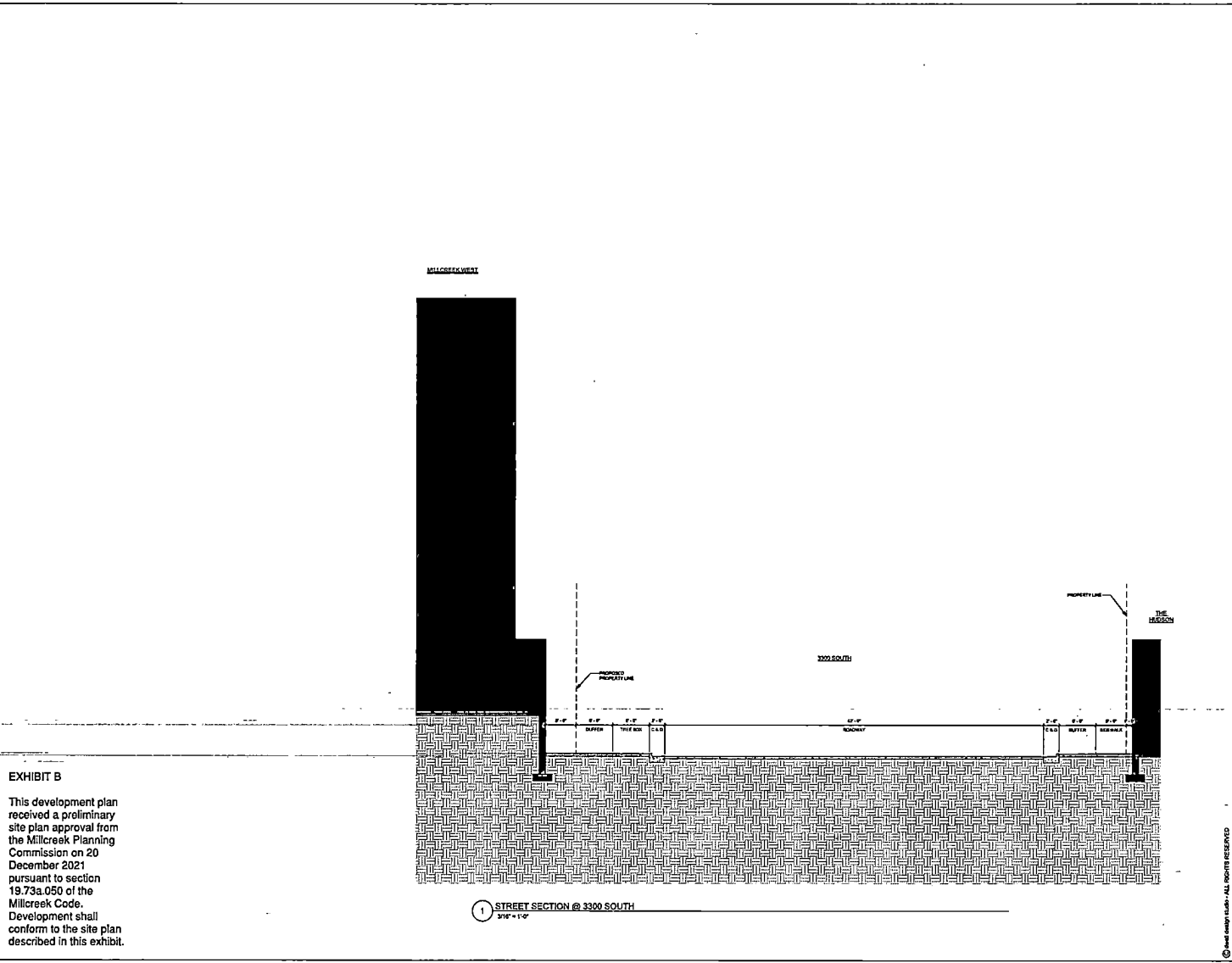
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DATE: 02/09/2022

BY: [Signature]

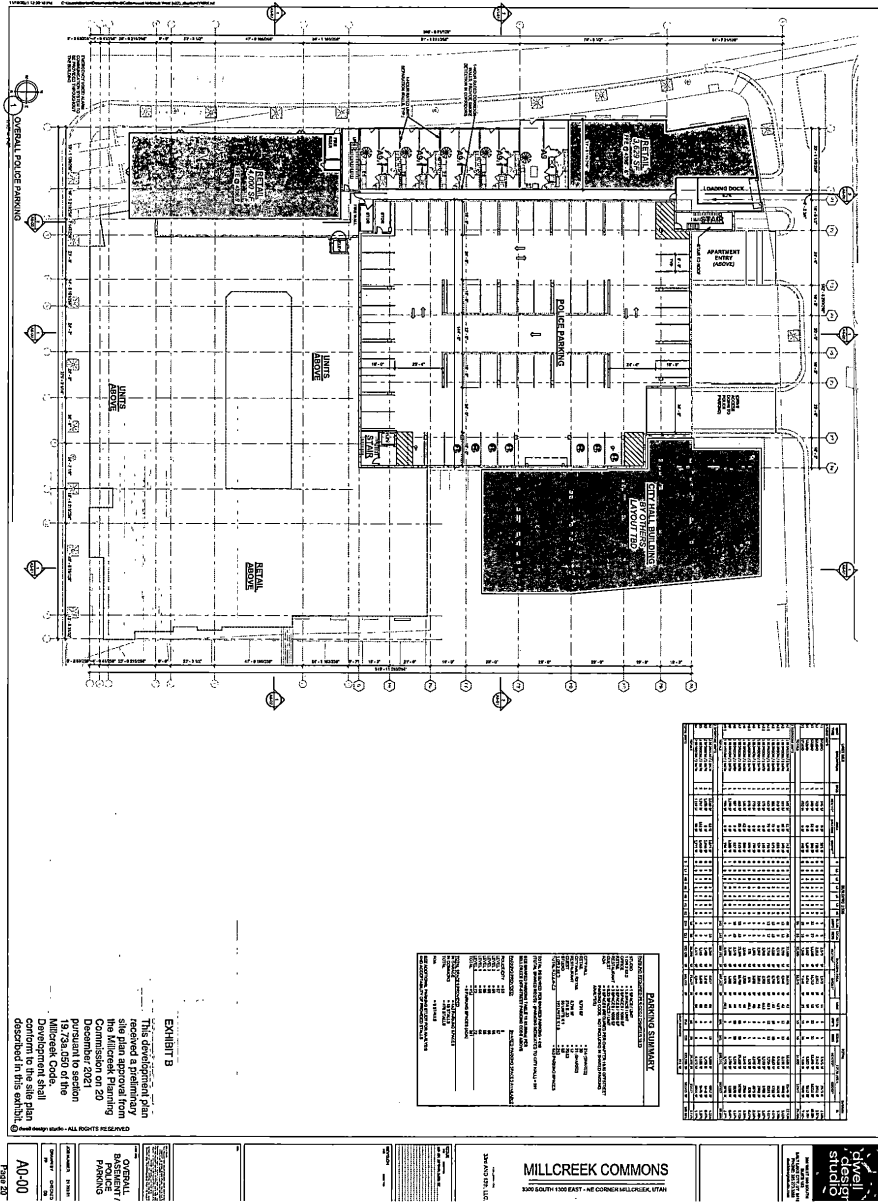
SP-03

Page 19



**EXHIBIT B**  
 This development plan received a preliminary site plan approval from the Millcreek Planning Commission on 20 December 2021 pursuant to section 19.73a.050 of the Millcreek Code. Development shall conform to the site plan described in this exhibit.

1 STREET SECTION @ 3300 SOUTH  
 3/16" = 1'-0"



**PARKING SUMMARY**

THIS SUMMARY TABLE PROVIDES A SUMMARY OF THE PARKING REQUIREMENTS AND THE PROPOSED PARKING SPACES FOR THE PROJECT. THE PROPOSED PARKING SPACES ARE BASED ON THE PROPOSED DEVELOPMENT AND THE APPLICABLE PARKING REQUIREMENTS. THE PROPOSED PARKING SPACES ARE BASED ON THE PROPOSED DEVELOPMENT AND THE APPLICABLE PARKING REQUIREMENTS.

**EXHIBIT B**

This development plan received a preliminary approval from the Millcreek Planning Commission on 20 [unclear] pursuant to section 18.728(1)(b) of the Millcreek Code. All rights reserved.

**MILLCREEK COMMONS**  
 200 SOUTH F STREET - NE CORNER MILLCREEK, UTAH

**MOORE design studio**  
 1000 S. MAIN ST. SUITE 200  
 SALT LAKE CITY, UT 84143  
 TEL: (801) 462-1000  
 WWW.MOOREDESIGNSTUDIO.COM

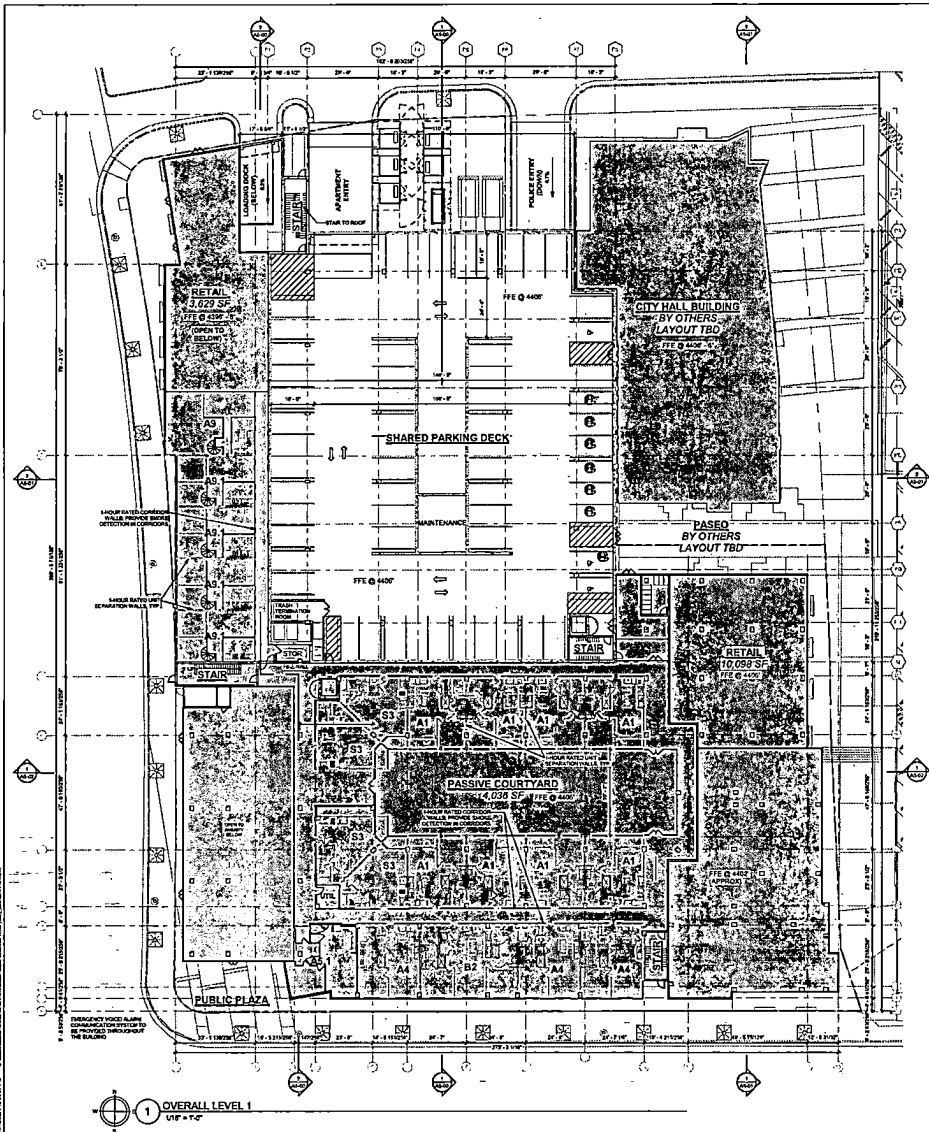
**MOORE design studio**  
 1000 S. MAIN ST. SUITE 200  
 SALT LAKE CITY, UT 84143  
 TEL: (801) 462-1000  
 WWW.MOOREDESIGNSTUDIO.COM

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 SALT LAKE CITY, UT 84143  
 TEL: (801) 462-1000  
 WWW.MOOREDESIGNSTUDIO.COM

A0-00

Figure 20



UNIT MIX		GROSS AREA		NET AREA		TOTAL AREA		TOTAL GROSS AREA		TOTAL NET AREA	
NO.	DESCRIPTION	SQ. FT.	%	SQ. FT.	%	SQ. FT.	%	SQ. FT.	%	SQ. FT.	%
1	Office	10,000	10.0%	8,000	8.0%	20,000	20.0%	10,000	10.0%	8,000	8.0%
2	Retail	7,246	7.2%	5,877	5.9%	13,123	13.1%	7,246	7.2%	5,877	5.9%
3	City Hall	10,000	10.0%	8,000	8.0%	18,000	18.0%	10,000	10.0%	8,000	8.0%
4	Passive Courtyard	14,033	14.0%	14,033	14.0%	28,066	28.1%	14,033	14.0%	14,033	14.0%
5	Other	3,721	3.7%	2,977	3.0%	6,698	6.7%	3,721	3.7%	2,977	3.0%
<b>TOTAL</b>		<b>38,781</b>	<b>38.8%</b>	<b>31,887</b>	<b>31.9%</b>	<b>80,668</b>	<b>80.7%</b>	<b>38,781</b>	<b>38.8%</b>	<b>31,887</b>	<b>31.9%</b>

REQUIRED PARKING		AVAILABLE PARKING	
CITY HALL	176 SP	176 SP	176 SP
CITY HALL RETAIL	278 SP	278 SP	278 SP
RETAIL	278 SP	278 SP	278 SP
BASED BY OTHERS	0 SP	0 SP	0 SP
<b>TOTAL</b>	<b>732 SP</b>	<b>732 SP</b>	<b>732 SP</b>



360 SOUTH 100 EAST, STE. 100  
SALT LAKE CITY, UT 84111  
PHONE: 313.458.8888  
WWW.DWELLDIESTUDIO.COM

**MILLCREEK COMMONS**  
360 SOUTH 100 EAST, STE. 100 SALT LAKE CITY, UT 84111

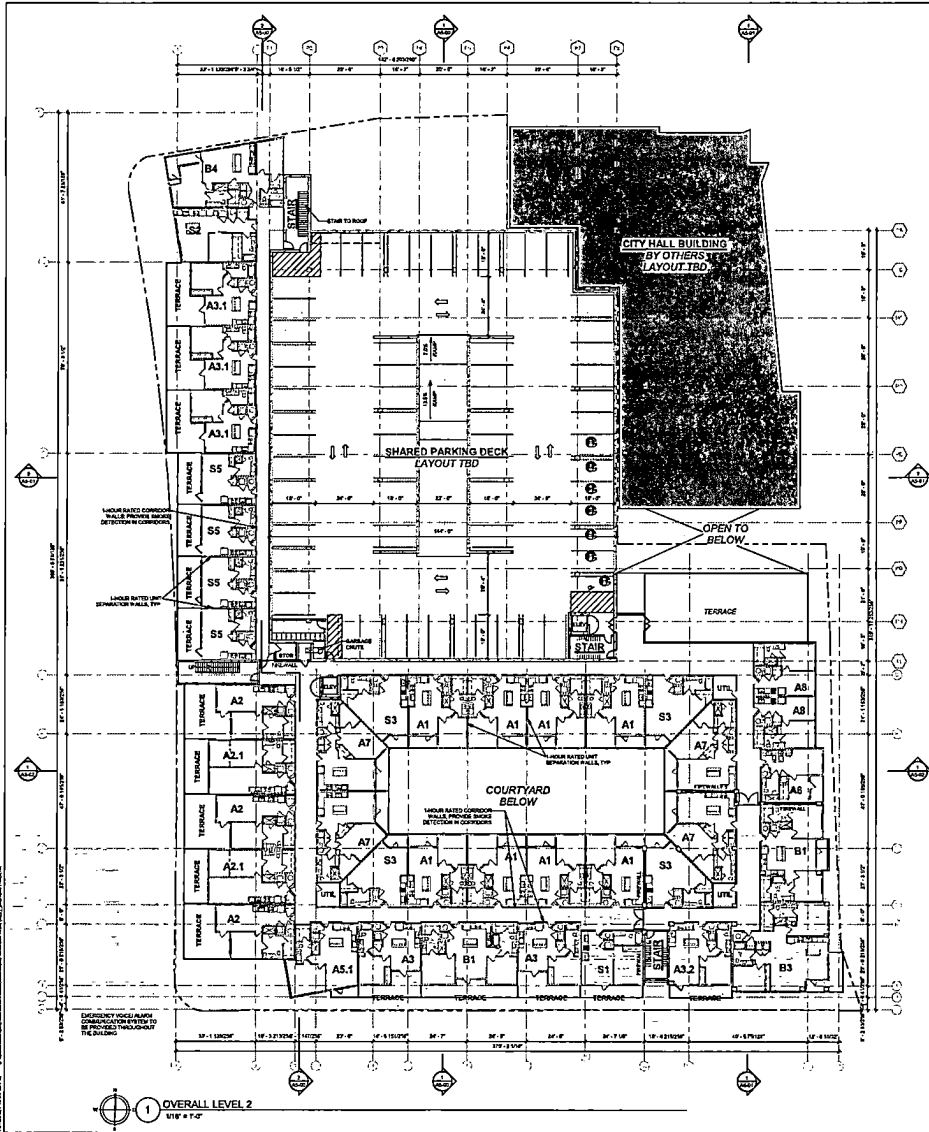
DESIGNED BY  
360 AND 130, LLC

**EXHIBIT B**  
This development plan received a preliminary site plan approval from the Millcreek Planning Commission on 20 December 2021 pursuant to section 19.73a.050 of the Millcreek Code. Development shall conform to the site plan described in this exhibit.

OVERALL LEVEL 1

DESIGNED BY  
360 AND 130, LLC

A0-01  
Page 21



UNIT TYPE	AREA	COUNT	TOTAL AREA	SCHEDULED FINISH														
				1	2	3	4	5	6	7	8	9	10	11	12			
APARTMENT	1,200 SF	10	12,000 SF															
CONDO	1,500 SF	5	7,500 SF															
OFFICE	2,000 SF	2	4,000 SF															
STORAGE	500 SF	10	5,000 SF															
TOTAL																		

**PARKING SUMMARY**

**REQUIRED BY LOCAL ORDINANCES**

STUDIO: +15 SPACES  
 1-2 LEVEL: +15 SPACES  
 OFFICE: +15 SPACES  
 RESIDENTIAL: +15 SPACES  
 TOTAL: +45 SPACES

**REQUIRED BY DEVELOPER**

OFFICE: +15 SPACES  
 RESIDENTIAL: +15 SPACES  
 TOTAL: +30 SPACES

**TOTAL REQUIRED PER SHARED PARKING DECK**

TOTAL REQUIRED: +75 SPACES  
 PROVIDED: +75 SPACES  
 DEFICIT: 0 SPACES

**NOTES:**  
 1. ALL SPACES ARE TO BE PROVIDED IN ACCORDANCE WITH THE CITY OF DENVER ORDINANCES.  
 2. ALL SPACES ARE TO BE PROVIDED IN ACCORDANCE WITH THE CITY OF DENVER ORDINANCES.  
 3. ALL SPACES ARE TO BE PROVIDED IN ACCORDANCE WITH THE CITY OF DENVER ORDINANCES.

**EXHIBIT B**

This development plan received a preliminary site plan approval from the Millcreek Planning Commission on 20 December 2021 pursuant to section 19.73a.050 of the Millcreek Code. Development shall conform to the site plan described in this exhibit.



334 AND 137A, LLC  
 3300 SOUTH HOLLADAY - W. CORNER MILLCREEK COMMONS

**MILLCREEK COMMONS**

334 AND 137A, LLC

SCALE  
 1/4" = 1'-0"

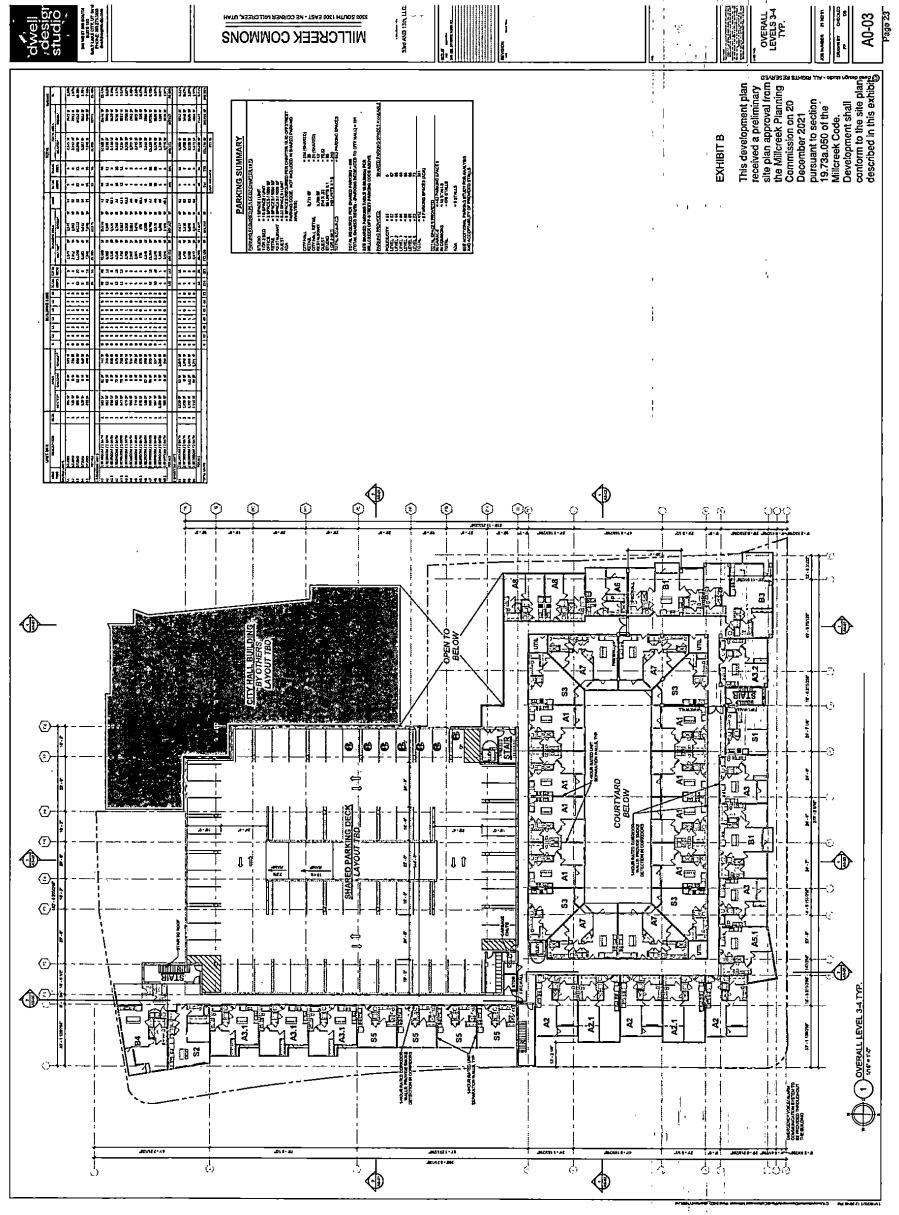
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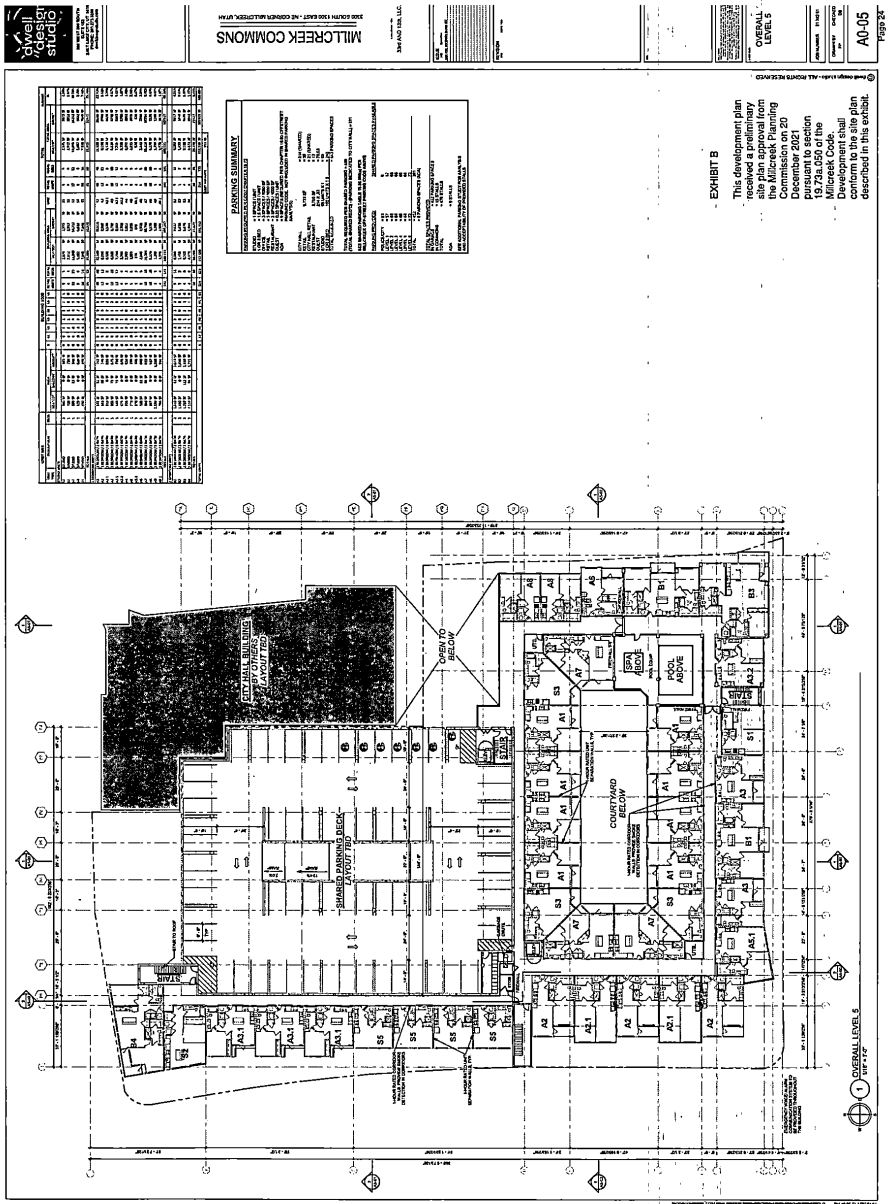
OVERALL LEVEL 2

DATE: 02/09/22 BY: [initials]  
 CHECKED BY: [initials]

A0-02

Page 22

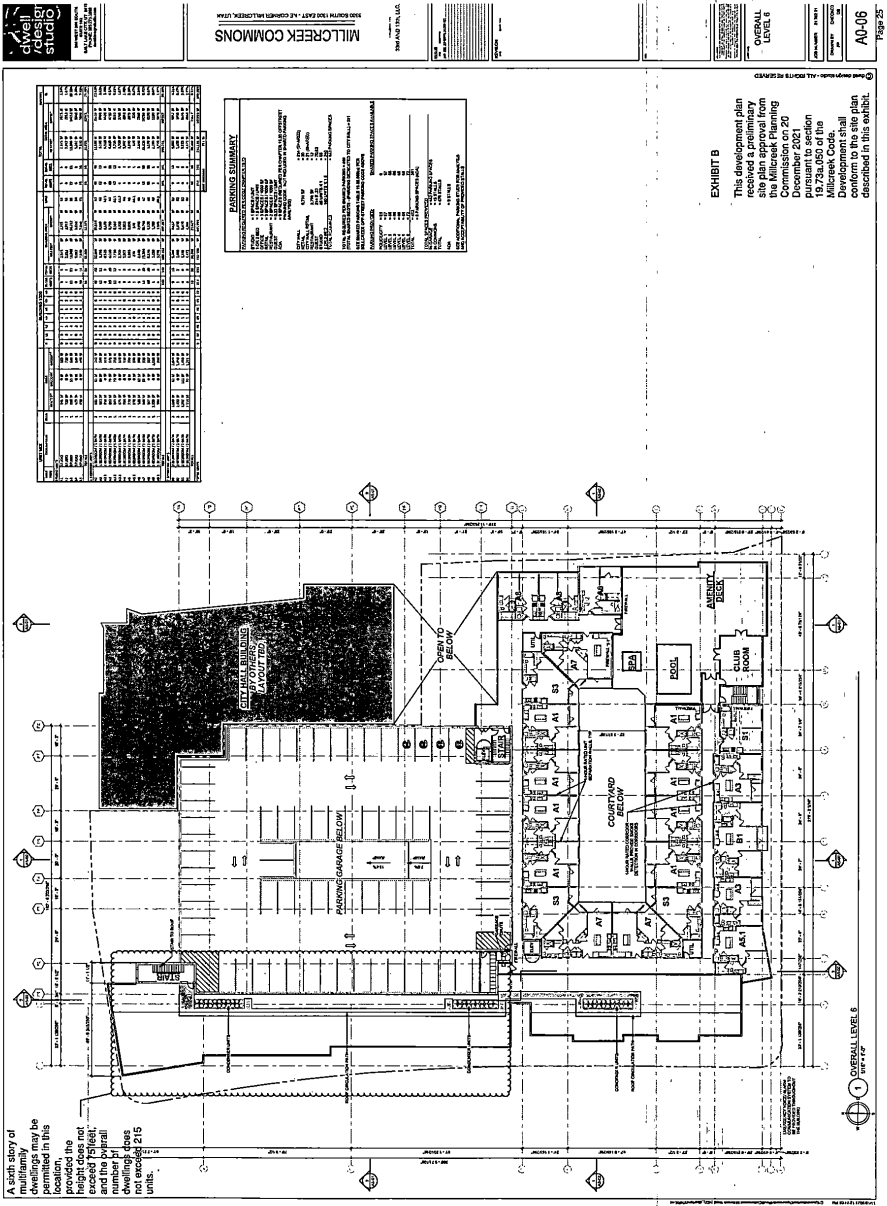


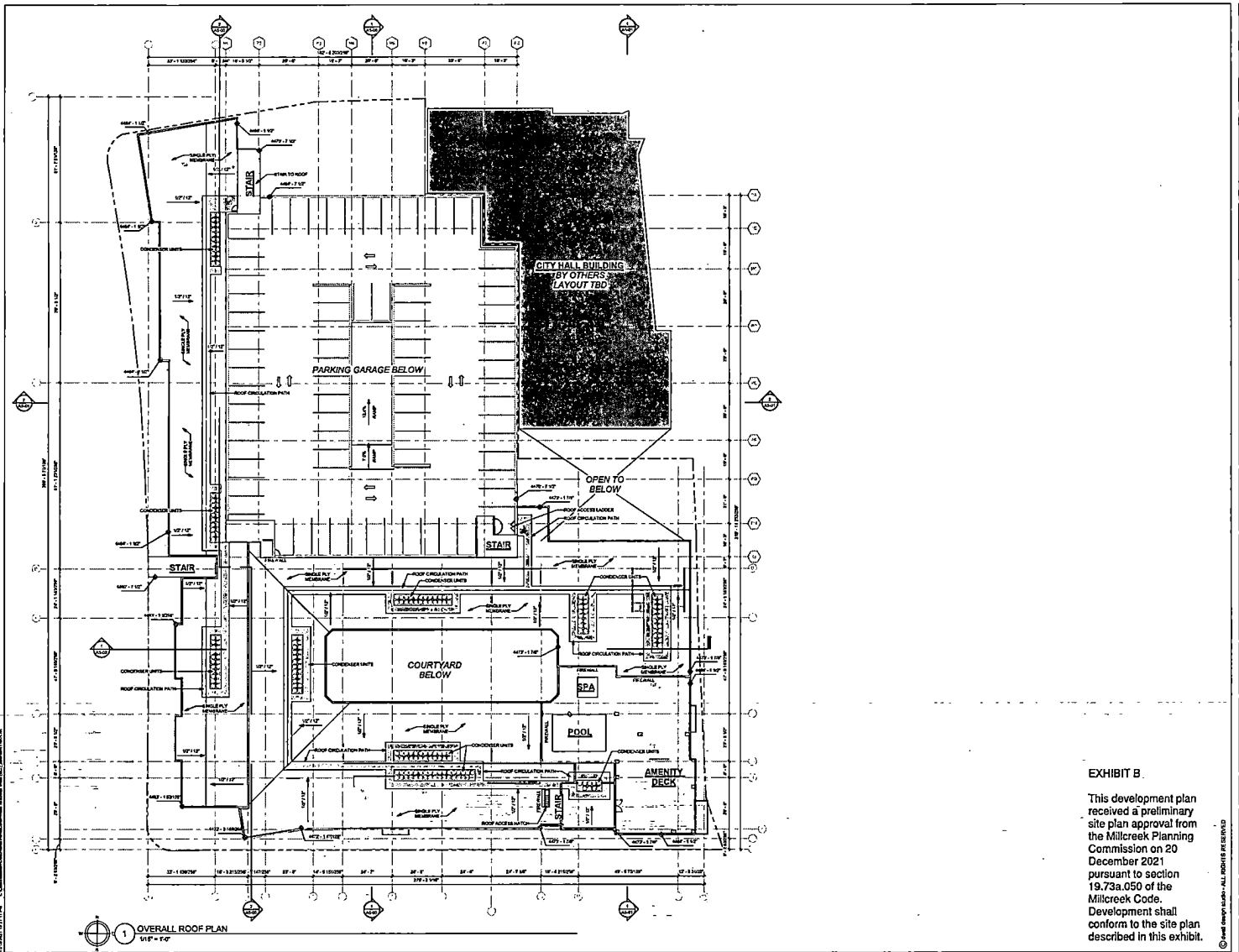


**MILLCREEK COMMONS**  
 1000 SOUTH 1000 EAST, SUITE 100, SALT LAKE CITY, UT 84143

FIGURE 24







**EXHIBIT B.**  
 This development plan received a preliminary site plan approval from the Millcreek Planning Commission on 20 December 2021 pursuant to section 19.73a.050 of the Millcreek Code. Development shall conform to the site plan described in this exhibit.



336 AND 137, LLC

**MILLCREEK COMMONS**  
 1300 SOUTH 1125 EAST - THE COMMONS DEVELOPMENT, UTAH

336 AND 137, LLC

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 BY: [Signature]

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

REVISION: 001

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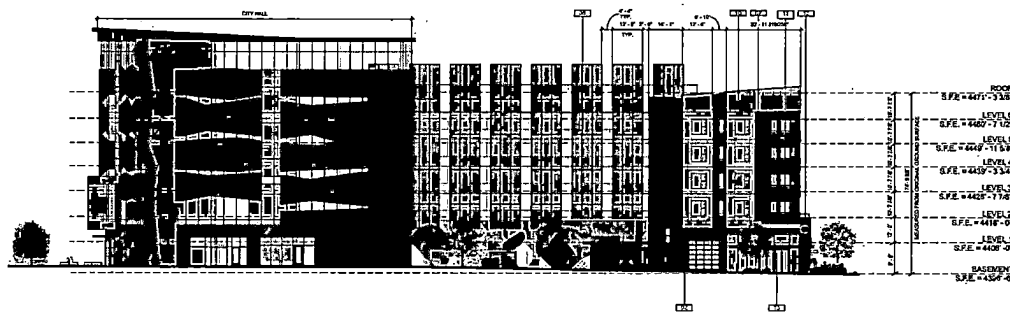
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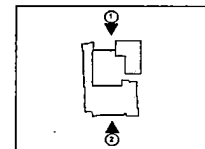
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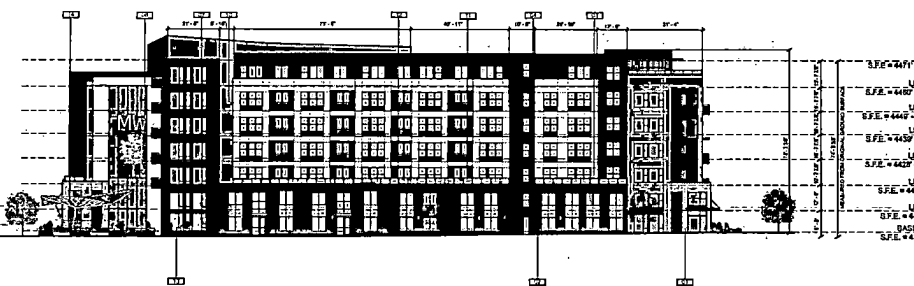


2 NORTH ELEVATION  
1/8" = 1'-0"



TAG NO.	MATERIAL INFORMATION
01	BRICK-GI
02	BRICK-GI
03	CL-01 DRIP OF MET-GI BRID
04	CL-01 DRIP OF MET-GI BRID
05	MET-GI DARK BRIDGE
06	MET-GI DARK BRIDGE
07	MET-GI DARK BRIDGE
08	MET-GI DARK BRIDGE
09	MET-GI DARK BRIDGE
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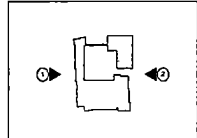
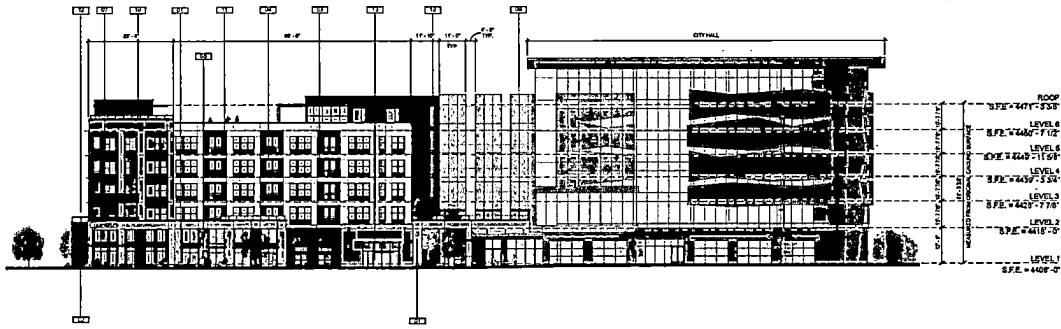
OPENINGS CALCULATION	
<b>NORTH ELEVATION (SPANGLERS AVENUE)</b>	
GROUND FLOOR FACADE AREA = 3,877 SF	
GROUND FLOOR FACADE OPENINGS = 902 SF	
% OF OPENINGS TO ELEVATION = 23%	
UPPER FLOOR FACADE AREA = 8,844 SF	
UPPER FLOOR FACADE OPENINGS = 846 SF	
% OF OPENINGS TO ELEVATION = 9%	
<b>SOUTH ELEVATION (3300 SOUTH)</b>	
GROUND FLOOR FACADE AREA = 4,837 SF	
GROUND FLOOR FACADE OPENINGS = 2,465 SF	
% OF OPENINGS TO ELEVATION = 51%	
UPPER FLOOR FACADE AREA = 13,071 SF	
UPPER FLOOR FACADE OPENINGS = 3,624 SF	
% OF OPENINGS TO ELEVATION = 28%	



1 SOUTH ELEVATION  
1/8" = 1'-0"

**EXHIBIT B**

This development plan received a preliminary site plan approval from the Millcreek Planning Commission on 20 December 2021 pursuant to section 19.73a.050 of the Millcreek Code. Development shall conform to the site plan described in this exhibit.



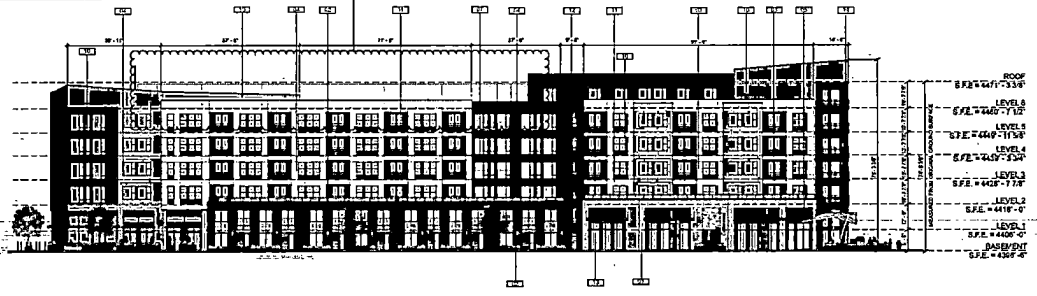
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03	CLAY-G1 DRIFT OR MIST SP-0428
04	CLAY-G1 DRIFT OR MIST SP-0428
05	MTL-01 DARK BRONZE
06	MTL-02 DARK BRONZE
07	MTL-03 DARK BRONZE ALUM PANEL
08	MTL-04 DECORATIVE SCROLLS SYSTEM
09	MTL-05 DECORATIVE LANTERN SYSTEM
10	VDF-01 VERTICAL GEOMETRIC PANEL
11	ALUM-MESH RAILING
12	GLASS RAILING
13	SECURITY SYSTEM
14	DECORATIVE ALUM TRELLIS

OPENINGS CALCULATION	
<b>EAST ELEVATION</b> (MILLCREEK COMMONS)	
GROUND FLOOR FACADE AREA =	2,234 SF
GROUND FLOOR FACADE OPENINGS =	1,995 SF
% OF OPENINGS TO ELEVATION =	89%
UPPER FLOOR FACADE AREA =	8,501 SF
UPPER FLOOR FACADE OPENINGS =	2,251 SF
% OF OPENINGS TO ELEVATION =	26%
<b>WEST ELEVATION</b> (1324-5431)	
GROUND FLOOR FACADE AREA =	7,243 SF
GROUND FLOOR FACADE OPENINGS =	4,865 SF
% OF OPENINGS TO ELEVATION =	67%
UPPER FLOOR FACADE AREA =	18,125 SF
UPPER FLOOR FACADE OPENINGS =	4,801 SF
% OF OPENINGS TO ELEVATION =	26%

1 EAST ELEVATION  
1/8" = 1'-0"

A sixth story of multifamily dwellings may be permitted in this location, provided the height does not exceed 75 feet, and the overall number of dwellings does not exceed 215 units.

A4-00 DIMENSIONS Copy 1



2 WEST ELEVATION  
1/8" = 1'-0"

**EXHIBIT B**

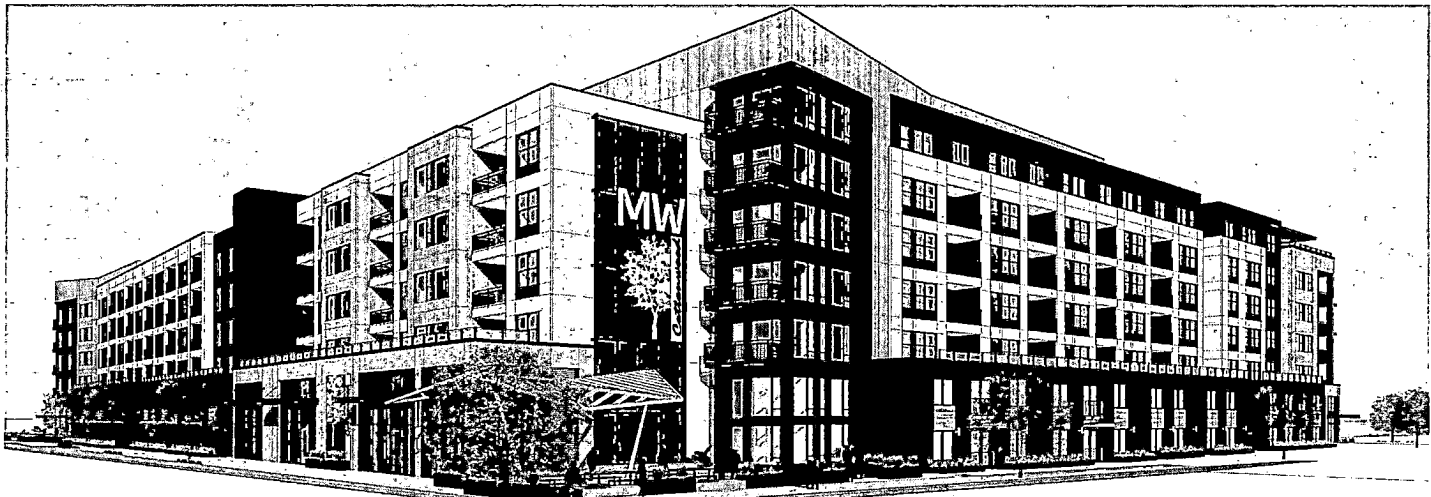
This development plan received a preliminary site plan approval from the Millcreek Planning Commission on 20 December 2021 pursuant to section 19.73a.050 of the Millcreek Code. Development shall conform to the site plan described in this exhibit.



3300 SOUTH 1300 EAST - NE CORNER MILLCREEK UPTOWN

MILLCREEK COMMONS  
3300 SOUTH 1300 EAST - NE CORNER MILLCREEK UPTOWN

3300 SOUTH 1300 EAST - NE CORNER MILLCREEK UPTOWN



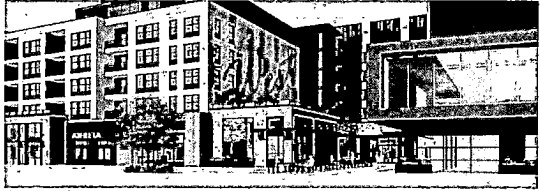
South-West Corner



North-West Corner - Leasing / Amenity EXHIBIT B



South-East Corner



East Retail View

This development plan received a preliminary site plan approval from the Millcreek Planning Commission on 20 December 2021 pursuant to section 19.73a.050 of the Millcreek Code. Development shall conform to the site plan described in this exhibit.

EXTERIOR PERSPECTIVE

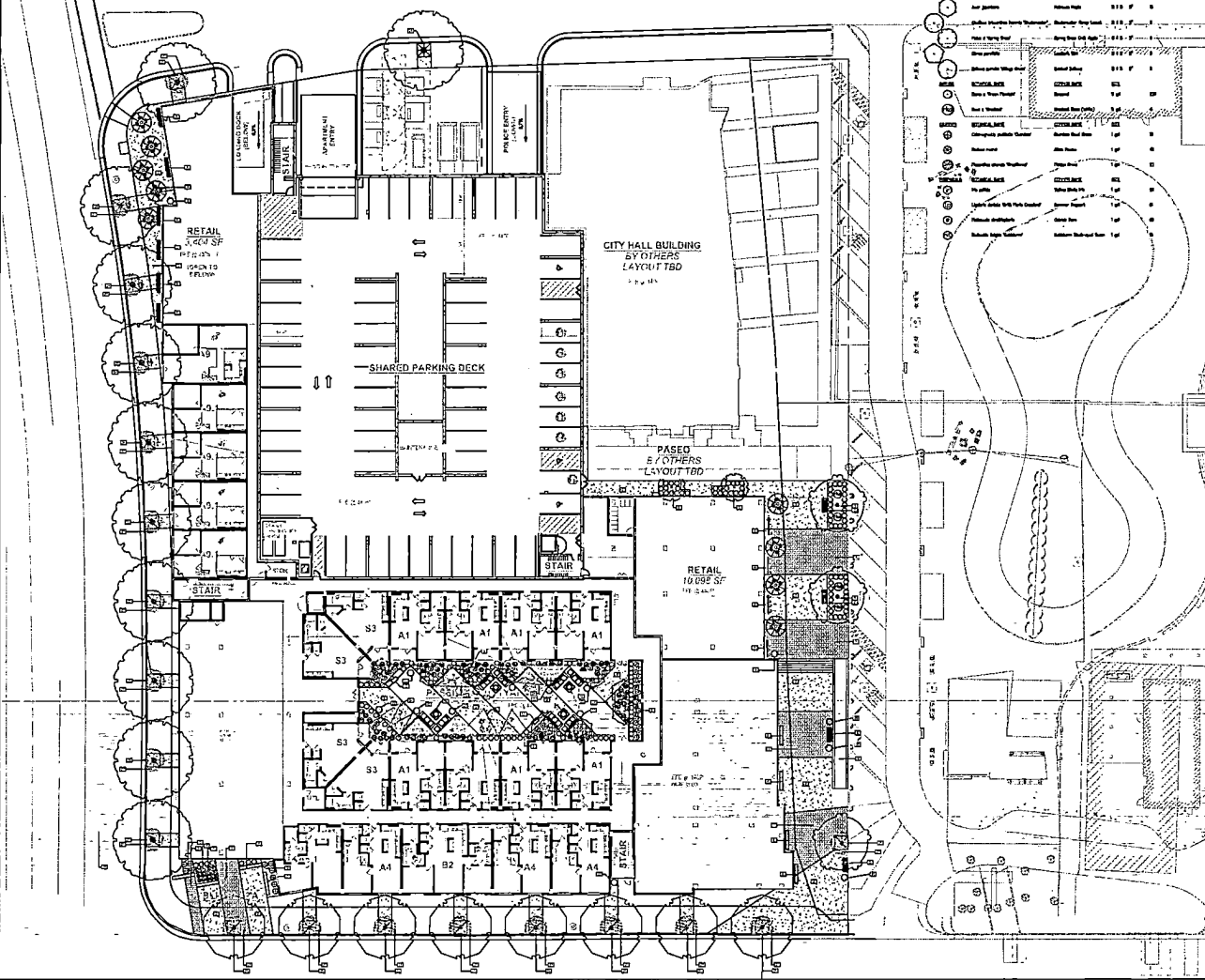
JOB NUMBER: 19142-01  
DRAWN BY: DREDDO  
DATE: 08

A4-02

Page 25

EXHIBIT B

This development plan received a preliminary site plan approval from the Millcreek Planning Commission on 20 December 2021 pursuant to section 19.73a.050 of the Millcreek Code. Development shall conform to the site plan described in this exhibit.



**PLANT SCHEDULE**

ITEM	SYMBOL	DESCRIPTION	QTY	DATE	NOTES
1	(Symbol)	Plant A	100	11/21	
2	(Symbol)	Plant B	50	11/21	
3	(Symbol)	Plant C	200	11/21	
4	(Symbol)	Plant D	150	11/21	
5	(Symbol)	Plant E	75	11/21	
6	(Symbol)	Plant F	300	11/21	
7	(Symbol)	Plant G	120	11/21	
8	(Symbol)	Plant H	60	11/21	
9	(Symbol)	Plant I	40	11/21	
10	(Symbol)	Plant J	80	11/21	

**PLANT SCHEDULE** A

**PLANTING NOTES** B

- 1. CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING EXISTING UTILITIES AND STRUCTURES. CONTRACTOR SHALL TAKE ALL NECESSARY PRECAUTIONS TO AVOID DAMAGE TO EXISTING UTILITIES.
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**REFERENCE SCHEDULE NOTES** D

- 1. POWER TO MAIN CITY
- 2. WATER TO MAIN CITY
- 3. SEWER TO MAIN CITY
- 4. GAS TO MAIN CITY
- 5. TELEPHONE TO MAIN CITY
- 6. CABLE TO MAIN CITY
- 7. FIBER OPTIC TO MAIN CITY
- 8. RAIL TO MAIN CITY
- 9. TRUCK TRAILER TO MAIN CITY
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- 20. TRUCK TRAILER TO MAIN CITY

**MILLCREEK COMMONS**  
 Design, Inc.  
 3300 SOUTH WASHINGTON  
 SALT LAKE CITY, UT 84119  
 (801) 467-1992

**COTTONWOOD**

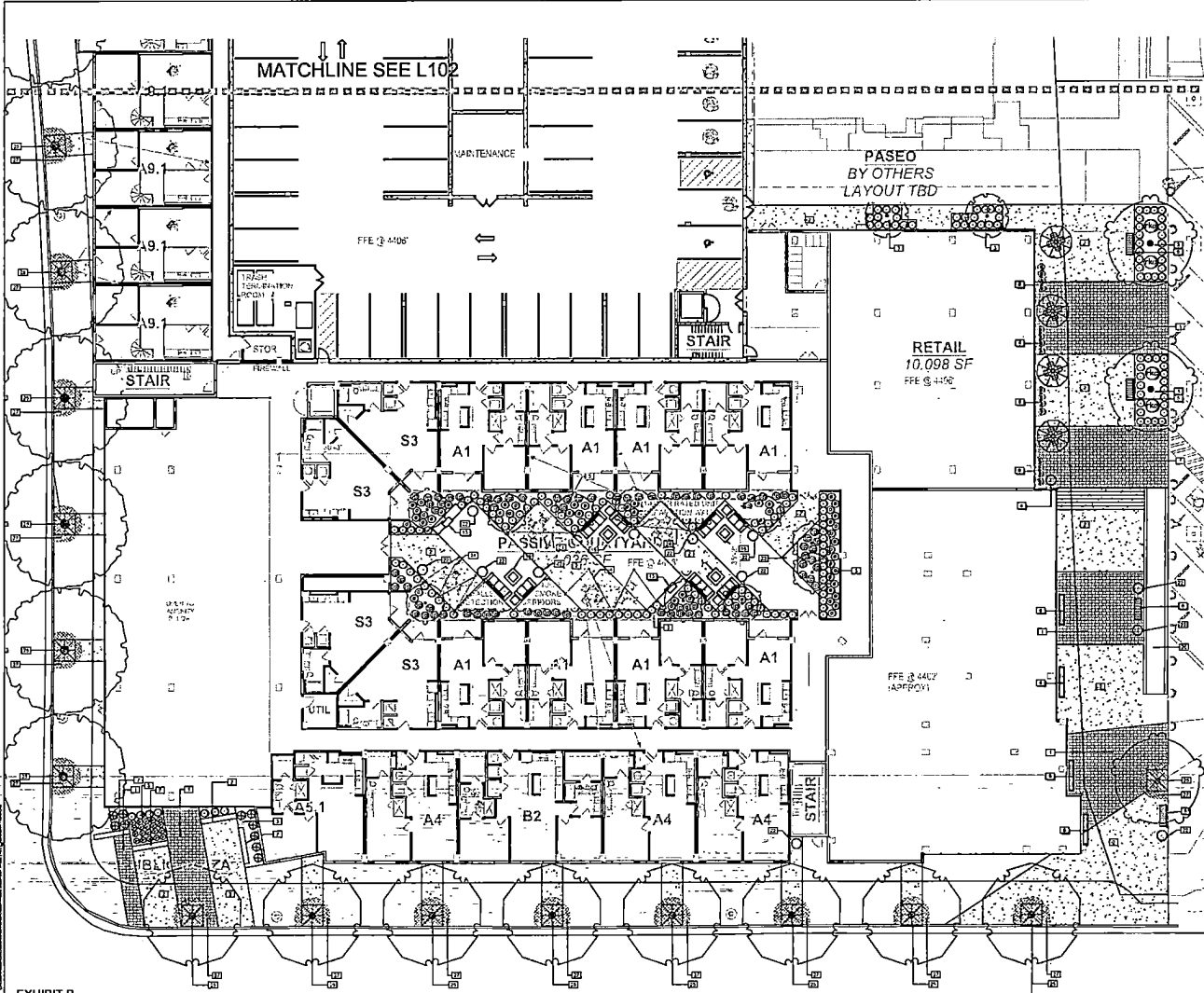
**OVERALL LANDSCAPE PLAN**

DATE: 11/21/21  
 DRAWN BY: [Name]  
 CHECKED BY: [Name]

SCALE: 1" = 20'-0"

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PLANT SCHEDULE		A
PLANTING NOTES		B
<p>CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING ALL PLANTING MATERIALS AND SPECIFICATIONS. CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF COTTONWOOD AND THE ARIZONA DEPARTMENT OF AGRICULTURE AND FORESTRY PRIOR TO THE START OF CONSTRUCTION.</p> <p>CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND MAINTENANCE OF ALL EXISTING PLANTING MATERIALS AND SPECIFICATIONS. CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF COTTONWOOD AND THE ARIZONA DEPARTMENT OF AGRICULTURE AND FORESTRY PRIOR TO THE START OF CONSTRUCTION.</p> <p>CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND MAINTENANCE OF ALL EXISTING PLANTING MATERIALS AND SPECIFICATIONS. CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF COTTONWOOD AND THE ARIZONA DEPARTMENT OF AGRICULTURE AND FORESTRY PRIOR TO THE START OF CONSTRUCTION.</p>		
NOTES TO CONTRACTOR		C
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REFERENCE SCHEDULE NOTES		D
ITEM	DESCRIPTION	QTY
01	PLANTING MATERIALS TO BE PROVIDED BY CONTRACTOR TO BE PLANTED IN THE AREAS SHOWN ON THIS PLAN.	1,000 #
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EXHIBIT B  
 This development plan received a preliminary site plan approval from the Millcreek Planning Commission on 20 December 2021 pursuant to section 19.73a.050 of the Millcreek Code. Development shall conform to the site plan described in this exhibit.

**MILLCREEK COMMONS**  
 DESIGN  
 LANDSCAPE ARCHITECTURE  
 1300 SOUTH 1000 WEST, SUITE 100  
 COTTONWOOD, UT 84304  
 (435) 734-1111

SCALE: NORTH ARROW  
 SCALE: 1" = 40'-0"

L102  
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**Exhibit C**  
**Legal Descriptions**

**Parcel No. 16-28-304-001**

**Address: 1340 East Chambers Avenue**

**Legal Description**

COM 4 RD E & N 0°04' W 231 FT & 241.225 FT E FR SE COR BLK 27 10 AC PLAT A BF SUR E 60 FT N 152.34 FT W 60 FT S 152.34 FT TO BEG 0.21 AC (BEING IN NW 1/4 OF SW 1/4 SEC 28 T1S R1E SL MER) 5402-0605 5454-1271 8464-2519 8939-306,308 9468-7102 9497-6752

**Parcel No. 16-29-431-004**

**Address: 1332 East Chambers Avenue**

**Legal Description**

COM 258 FT E & N 0°04' W 231 FT FR SE COR BLK 27 10 AC PLAT A BIG FIELD SUR E 49.225 FT N 0°04' W 152.34 FT TO S LINE OF STREET W 49.225 FT S 0°04' E 152.34 FT TO BEG 0.17 AC BEING IN NW 1/4 OF SW 1/4 SEC 28 T 1S R 1E SL MER 9379-9840 9407-3225 10042-3910 10072-9172 10093-5529

**Parcel No. 16-29-431-003**

**Address: 1324 East Chambers Avenue**

**Legal Description**

COM 162 FT E & N 0°04' W 231 FT FR SE COR BLK 27 10 AC PLAT A BIG FIELD SUR E 96 FT N 0°04' W 152.34 FT W 96 FT S 0°04' E 152.34 FT TO BEG 0.34 AC BEING IN NW 1/4 OF SW 1/4 SEC 28 1S 1E SL MER

**Parcel No. 16-29-431-007**

**Address: 3215 South Richmond Street**

**Legal Description**

BEG 4 RDS E & N 0°04' W 231 FT FR SE COR BLK 27, 10 AC PLAT A, BIG FIELD SUR; E 96 FT; N 0°04' W 152.34 FT; W 96 FT; S 0°04' E 152.34 FT TO BEG. 0.34 AC 2305-294 2234-384, 383 1220-136 1141-242

**Parcel No. 16-29-431-008**

**Address: 1311 East 3300 South**

**Legal Description**

BEG E 66 FT & N 230.99 FT & E 3.28 FT FR SE COR BLK 27, 10 AC PLAT A, BIG FIELD SUR; SE'LY ALG 1186.28 FT RADIUS CURVE TO R, 115.42 FT (CHD S 2°19'09" E); S 0°28'05" W 92.54 FT; S 47°18'02" E 23.85 FT; E 78.57 FT; N 224 FT M OR L; W 100.01 FT M OR L TO BEG.

**Parcel No. 16-29-431-006**

**Address: 1321 East 3300 South**

**Legal Description**

BEG 169.29 FT E FR SE COR BLK 27 TEN AC PLAT A BIG FIELD SUR N 14 RDS E 103.29 FT S 14 RDS W 103.29 FT TO BEG. 5047-822 5296-1503 5408-2461 7668-1267 7681-1123 8249-8445 9277-4210 9280-4120 9426-4273 10409-8051

**Parcel No. 16-28-304-005**

**Address: 1329-1333 East 3300 South**

**Legal Description**

COM 2 RDS S & 272.58 FT E OF SE COR BLK 27, TEN ACRE PLAT A, BIG FIELD SUR; N 264 FT; E 103.29 FT; S 264 FT TO CEN OF STREET; W 103.29 FT TO BEG. LESS STREET. 0.59 AC 4080-0040 6368-1238 9037-3524 9038-8553 9224-3669,3677 10089-1945 10107-3008