

36 pages

14169340 B: 11453 P: 6261 Total Pages: 36
10/30/2023 03:13 PM By: tpham Fees: \$0.00
Rashelle Hobbs, Recorder, Salt Lake County, Utah
Return To: MILLCREEK CITY
ATTN: JOHN BREMS 1330 EAST CHAMBERS AVE. MILLCREEK, UT 84106

WHEN RECORDED, RETURN TO:



MILLCREEK
Attn: John Brems
1330 East Chambers Avenue
Millcreek, Utah 84106

**MASTER DEVELOPMENT AGREEMENT
FOR
OLYMPUS HILLS WEST VILLAGE CENTER**

THIS MASTER DEVELOPMENT AGREEMENT is made and entered as of October 23, 2023, by and between Millcreek, a Utah municipality and EP GT3, LLC, a Utah limited liability company.

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 a Porsche Dealership on the Porsche Dealership Property, a Multiuse Project on the Remainder Property, and an Extension of the Multiuse Project on the Adjacent Property.
- D. A site plan has been developed for the Porsche Dealership Property and the Parties understand and acknowledge that a site plan development process needs to be developed for the Remainder Property and for Adjacent Property (Owner/Developer is not the owner of Adjacent Property but has a right of first refusal to acquire the Adjacent Property).
- E. The Parties desires that the Property and Adjacent Property be developed in a unified

and consistent fashion pursuant to the Millcreek Master Plan and the Olympus Hills West Village Special District, and this MDA.

F. The Parties acknowledge that development of the Property and Adjacent Property pursuant to the Millcreek Master Plan, the Village Center Special District, the Olympus Hills West Village Center Special District, and 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 and Adjacent Property and increasing property tax, sales tax, and other revenues to the City based on improvements to be constructed on the Property and Adjacent Property and sales that occur thereon.

G. The Parties desire to enter into this MDA to specify the rights and responsibilities of Owner/Developer to develop the Property as expressed in the Millcreek Master Plan, the Village Center Special District ordinance, the Olympus Hills West Village Center Special District, and this MDA and responsibilities of the City to allow and regulate such development pursuant to the requirements of the Village Center Special District ordinance, the Olympus Hills West Village Center Special District, and this MDA.

H. 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 section 10-9a-101 *et seq.*

I. On October 23, 2023 the City zoned the Property and Adjacent Property as Olympus Hills West Village Center Special District pursuant to Ordinance No. 23-38.

J. The City finds that this MDA conforms with the intent of the Millcreek General Plan Village Center Special District ordinance, and the Olympus Hills West Village Center Special District.

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” – “K” 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 section 10-9a-101 et seq.

1.2.2. **Adjacent Property** means the right-of-way owned by the State of Utah and which the Owner/Developer has a right of first refusal to acquire when the right-of-way is vacated, recorded in the office of the Salt Lake County Recorder under Book 10402 Page 7375 as Entry Number 12221771 and as more fully described in Exhibit “A.” It is unknown if and when the State of Utah will provide Owner/Developer an opportunity to purchase the Adjacent Property, and there is no assurance that Owner/Developer will acquire the Adjacent Property. Nothing contained in this MDA shall constitute any representation or covenant by Owner/Developer to acquire the Adjacent Property.

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

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

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

1.2.6. **Complete Development Application for the Multiuse Project** means an application that conforms to the requirements of the Village Center Special District ordinance, the Olympus Hills West Village Special District, and this MDA utilizing the process outline in this MDA and is accompanied by all required exhibits, plans and fees.

1.2.7. **Extension of the Multiuse Project** means the Project the Owner/Developer intends to develop on the Adjacent Property consistent with the Village Center Special District, the Olympus Hills West Village Center Special District, and the process outline in this MDA pursuant to joint venture, sale to an independent, or other method (subject to Section 12 below).

1.2.8. **MDA** means this Master Development Agreement including all Exhibits and Recitals.

1.2.9. **Multiuse Project** means the Project the Owner/Developer intends to develop on the Remainder Property consistent with the Village Center Special District, the Olympus Hills West Village Center Special District, and the process outline in this MDA pursuant to joint venture, sale to an independent, or other method (subject to Section 12 below).

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

1.2.11. **Owner/Developer** means EP GT3, LLC, a Utah limited liability company.

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

1.2.13. **Porsche Dealership** means an automobile dealership that sells primarily new vehicles within a building and site substantially as depicted in Exhibits “B.” and Exhibits “F” through “K”.

1.2.14. **Porsche Dealership Property** means the real property owned by Owner/Developer to be developed as a Porsche Dealership as generally depicted as Parcel 1 in Exhibit “B.”

1.2.15. **Project** means either collectively the Porsche Dealership, the Multiuse Project, and the Extension of the Multiuse Project or individually the Porsche Dealership, the Multiuse Project, and the Extension of the Multiuse Project.

Notwithstanding the foregoing, the “Project” shall only include the Extension of the Multiuse Project if the Adjacent Property is acquired by Owner/Developer or its nominee.

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

1.2.17. **Public Engagement Process** means the sequence of actions to be taken by the Owner/Developer for planning the development on the Multiuse Project and the Extension of the Multiuse Project, as more fully described in Exhibit “D”, prior to submitting a development application for the Multiuse Project.

1.2.18. **Remainder Property** means the real property owned by Owner/Developer that Owner/Developer intends to develop, joint venture, or sale to an independent developer to develop as more fully described in Exhibit “E.”

1.2.19. **Sign** means and includes every advertising message, announcement, declaration, demonstration, display, illustration, light display, insignia surface or

space erected or maintained in view of the observer thereof for identification, advertisement or promotion of the interests of any person, entity, product or service. "Sign" also includes the sign structure supports, lighting system and any attachments, ornaments or other features used to draw the attention of observers, and any freestanding ground sign located on the Property that is designed or intended to direct attention to a business, product, or service that is not sold, offered, or existing on the Property.

1.2.20. **Site Plan and Specific Design Conditions/Criteria** means the site plan and the specific design conditions/criteria set forth in Exhibits "F" through "J."

1.2.21. **Zoning Map** means that map adopted by the City on October 23, 2023 specifying the zoning for the Property and Adjacent Property as the Village Center Special District and the Olympus Hills West Village Center Special District.

2. Development of the Project.

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

2.2. **Porsche Dealership Specific Design Conditions.** The Porsche Dealership shall be developed and constructed on the Porsche Dealership Property substantially as depicted and as set forth in Exhibits "F" through "J." The absence of such prior approval by the Council shall be grounds for injunctive relief regarding removal of such improvements.

2.3. **Multiuse Project Design Conditions.** The Multiuse Project shall be developed and constructed on the Remainder Property consistent with the Village Center Special District and Olympus Hills West Village Center Special District consisting of at least 20,000 square feet of open space that is owned and managed by Owner/Developer, inclusive of a

plaza and a shared use path, and pursuant to the process identified in Exhibit “B”. The absence of such prior approval by the Council shall be grounds for injunctive relief regarding removal of such improvements.

2.4. Extension of the Multiuse Project Design Conditions. If the Adjacent Property has been acquired by Owner/Developer or its nominee, and if Owner/Developer or its nominee elects to development the Adjacent Property, then the Extension of the Multiuse Project shall be developed and constructed on the Adjacent Property consistent with the Village Center Special District and Olympus Hills West Village Center Special and the Public Engagement Process.

2.5. Signs. No sign shall be developed, constricted, installed, or allowed to stand on the Property except as specifically identified in Exhibit “K.”

3. Vehicle Inventory Deliveries. Owner/Developer shall make best efforts to ensure that deliveries of vehicle sales inventory and other goods associated with the dealership and service operation shall primarily occur on the dealership property.

4. Zoning and Vested Rights.

4.1. Zoning. The City has zoned the Property and Adjacent Property as Olympus Hills West Village Center Special District as shown on the Zoning Map.

4.2. 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 Zoning Map the Village Center Special District, and the Olympus Hills West Village Center Special District 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 section 10-9a-509.

4.3. **Exceptions** Vested Rights as specified in Section 3 above are subject to the following exceptions:

4.3.1. Owner/Developer Agreement. City’s future laws that Owner/Developer agrees in writing to the application thereof to the Project;

4.3.2. 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 or Federal laws and regulations affecting the Project;

4.3.3. Codes. City development standards, engineering requirements and 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;

4.3.4. 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;

4.3.5. 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).

4.3.6. 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.

4.3.7. 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 section 10-9a-509(1)(a)(ii)(A).

5. **Term of Agreement.** The term of this MDA shall be until October 23, 2043. This MDA shall also terminate automatically at Buildout.

6. **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 under the City's future laws in effect at the time of a development application so long as Owner/Developer is not in current breach of this Agreement whereupon all subsequent development applications will be subject to such City's future laws.

7. **Default.**

7.1. **Notice.** If Owner/Developer or City fails to perform their respective obligations hereunder, fails to comply with the terms hereof, or if Owner/Developer fails to submit a Complete Development Application for the Multiuse Project on or before October 23, 2026, the Party believing that a Default has occurred shall provide Notice to the other Party.

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

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

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

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

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

7.3. Meet and Confer. Upon the issuance of a Notice of Default the Parties shall engage in the “Meet and Confer” processes.

7.4. Remedies. If the parties are not able to resolve the Default by “Meet and Confer,” then the Parties have the following limited remedies:

7.4.1. Remedies Limitation on Recovery for Default – No Damages. The sole remedy available to a party hereunder shall be that of specific performance and Owner/Developer, successor Owner/Developer and the defaulting party shall not be entitled to any claim for any monetary damages including but not limited to any indirect, punitive, special, consequential, or incidental damages whatsoever, including loss of goodwill or loss of profits as a result of any breach of this MDA or for any other reason. Provided, however, the City may draw on any security posted or provided in connection with the project and relating to remedying of the particular default and withhold all further reviews, approvals, licenses, building permits certificates of occupancy, inspections and/or other permits for development of the

project in the case of a default by the Owner/Developer, or in the case of a default by a successor Owner/Developer, development of those parcels owned by the successor Owner/Developer until the default has been cured.

7.4.2. Multiuse Project. If the default is that the Owner/Developer failed to initiate the Public Engagement Process for the Multiuse Project on or before June 24, 2024, or failed to submit a Complete Development Application for the Multiuse Project on or before October 23, 2026, then City may elect in its sole and absolute discretion to terminate this MDA which includes but is not limited to all vested rights to develop the Multiuse Project and the Extension of the Multiuse Project and the Owner/Developer irrevocably consents that the Remainder Property and Adjacent Property be rezoned to Agricultural “AG”. The City acknowledges that it is in the best interest of the City that the Multiuse Project be developed as contemplated in the MDA, and agrees to work in good faith with Developer. The default remedy set forth in this Section 7.4.2 is intended to be a remedy for non-performance, and not solely as an incentive for the City to downzone the property

7.5. 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.

7.6. Remedies Limitation on Recovery for Default – No Damages. If the parties are not able to resolve the default through meet and confer, then the sole remedy available to a party hereunder shall be that of specific performance and developer, successor developer and the defaulting party shall not be entitled to any claim for any monetary damages including but not limited to any indirect, punitive, special, consequential, or

incidental damages whatsoever, including loss of goodwill or loss of profits as a result of any breach of this agreement or for any other reason. Provided, however, the City may draw on any security posted or provided in connection with the project and relating to remedying of the particular default and withhold all further reviews, approvals, licenses, building permits and/or other permits for development of the project in the case of a default by the developer, or in the case of a default by a successor developer, development of those parcels owned by the successor developer until the default has been cured.

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.

8. **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 Developer/Owner:

EP GT3, LLC
2425 E. Camelback Road, Suite 1155
Phoenix, AZ 85016

To the City:

Millcreek
Attn: City Manager
1330 East Chambers Avenue
Millcreek, UT 84106

With a Copy to:

Millcreek
Attn: City Attorney
1330 East Chambers Avenue
Millcreek, UT 84106

8.1. Effectiveness of Notice. Each Notice shall be effective and shall be deemed delivered on the earlier of:

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

8.1.2. Electronic Delivery. Its actual receipt if delivered electronically by email provided that a copy of the email is printed out in physical form and mailed or personally delivered as set forth herein on the same day and the sending Party has an electronic receipt of the delivery of the Notice. If the copy is not sent on the same day, then notice shall be deemed effective the date that the mailing or personal delivery occurs.

8.1.3. Mailing. On the day the Notice is postmarked for mailing, postage prepaid, by First Class or Certified United States Mail and actually deposited in or delivered to the United States Mail. Any Party may change its address for Notice under this MDA by giving written Notice to the other Party in accordance with the provisions of this Section.

9. Future Property. If the Owner/Developer acquires any additional property, then such future property may be added to this Agreement if the City determines in its sole and absolute discretion that the addition of such future property is appropriate in light of its proximity to the Project, compatibility and the appropriateness of such a development pattern.

10. Impact Fees/Park Development. Owner/Developer agrees that the impact fees imposed on the Owner/Developer by the City meet all requirements of the U. S. Constitution,

Utah Constitution, laws and applicable statutes, including but not limited to Utah Code section 11-36a-101 et seq. and Owner/Developer agrees not to challenge the City's current impact fees.

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

12. **No Third-Party Rights/No Joint Venture**. This MDA does not create a joint venture relationship, partnership, or agency relationship between the City or 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—for the dedicated public improvement shall be the City's.

13. **Assignability**. Neither this MDA nor any of the provisions, terms or conditions hereof can be assigned to any other party, individual or entity without the consent of the other party, which consent shall not be unreasonably withheld or delayed. Any successors and assigns shall be deemed to be the Owner/Developer for all purposes under this MDA with respect to that portion of the Property transferred, and the transferring Owner/Developer shall not be released from any further obligations with respect to this MDA as to the parcel so transferred.

14. **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.

15. **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.

16. **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.

17. **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.

18. **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.

19. **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. The initial representative for the City shall be the City Manager. The initial representative for Owner/Developer shall be Michael Maledon. 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.

20. **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.

21. **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.

22. **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.

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

24. **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.

25. **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. 23-39 adopted by the City on October 23, 2023.

26. **Clearly Established State Law.** Owner/Developer understand and agree that a material consideration for City to enter into this MDA is that Owner/Developer has been represented by Counsel with respect to this MDA and given advises to Owner/Developer regarding its rights under clearly established state rights as contemplated in Utah Coe Section 10-9a-532(c). The Owner/Developer acknowledges and agrees that this MDA does not restrict the Owner/Developer's rights under clearly established state rights as contemplated in Utah Coe Section 10-9a-532(c).

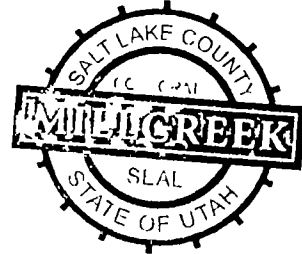
IN WITNESS WHEREOF, the parties hereto have executed this Agreement by and through their respective, duly authorized representatives as of the day and year first herein above written.

OWNER/DEVELOPER

Michael Mahlon
By: Michael Mahlon
Its: Vice President

CITY
Millcreek

Jeff Silvestrini
By: Jeff Silvestrini
Its: Mayor



Approved as to form and legality:

[Signature]
City Attorney

Attest:

Elyse Sullivan
City Recorder

CITY ACKNOWLEDGMENT

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

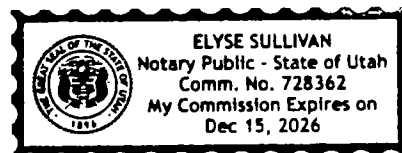
On the 25 day of October, 2023 personally appeared before me Jeff Silvestrini who being by me duly sworn, did say that he is the Mayor of Millcreek, a political subdivision of the State of Utah, and that said instrument was signed on behalf of the City by authority of its City Council and said Mayor acknowledged to me that the City executed the same.

NOTARY PUBLIC

My Commission Expires: 12/15/26

Residing at: Salt Lake County

Elyse Sullivan



OWNER/DEVELOPER ACKNOWLEDGMENT

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

On the 23 day of October, 2023, personally appeared before me Michael Maledon, who being by me duly sworn, did say that he is the Vice President 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.

NOTARY PUBLIC

My Commission Expires: 12/15/26



Residing at: Salt Lake County

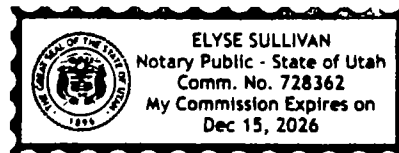


Exhibit "A"
General Depiction of the Adjacent Property

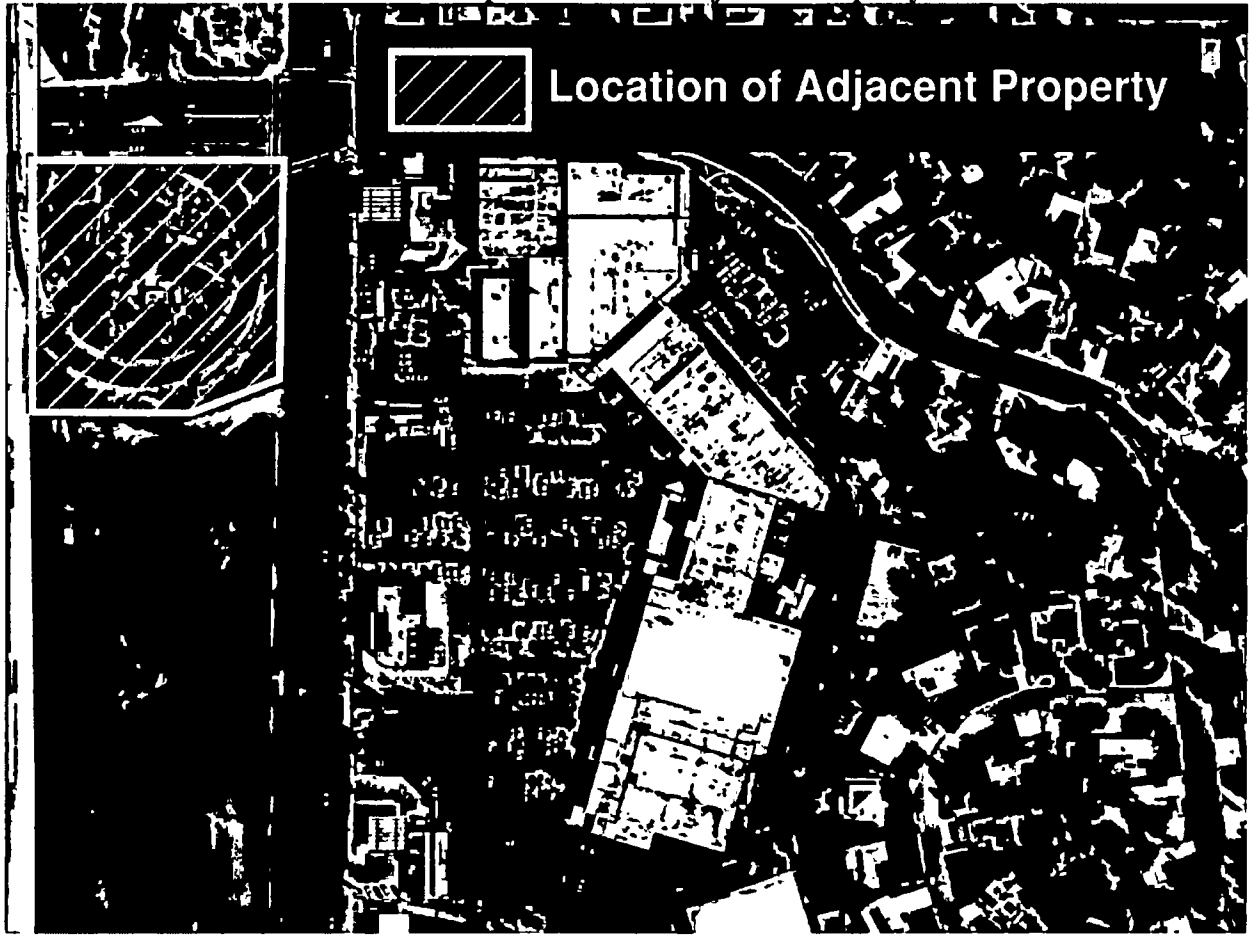


Exhibit "B".
Porsche Dealership Property Legal Description

A parcel of land situated in the Southeast Quarter of Section 35, Township 1 South, Range 1 East, Salt Lake Base and Meridian. Said parcel of land being more particularly described as follows: Beginning at a point on the Westerly Right-of-Way line of Wasatch Boulevard, said point also being South 0°14'55" West 277.04 feet and West 49.91 feet from the Northeast Corner of the Southeast Quarter of the Southeast Quarter of Section 35, Township 1 South, Range 1 East, Salt Lake Base and Meridian; and running thence along said Westerly Right-of-Way line the following two (2) courses: (1) South 00°13'44" West 300.33 feet; (2) Southerly 367.96 feet along the arc of a 1,859.86 foot radius curve to the right (center bears North 89°35'22" West and the chord bears South 06°04'42" West 367.36 feet with a central angle of 11°20'08"); thence South 89°38'15" West 23.00 feet; thence Southerly 60.96 feet along the arc of a 1,847.86 foot radius curve to the right (center bears North 76°54'39" West and the chord bears South 14°02'03" West 60.96 feet with a central angle of 01°53'25"); thence West 187.44 feet; thence North 02°10'03" East 426.62 feet; thence North 00°13'44" East 298.59 feet; thence East 248.00 feet to the point of beginning. Contains 174,241 Square Feet or 4.000 Acres.

Exhibit "C"
Property ALTA Survey

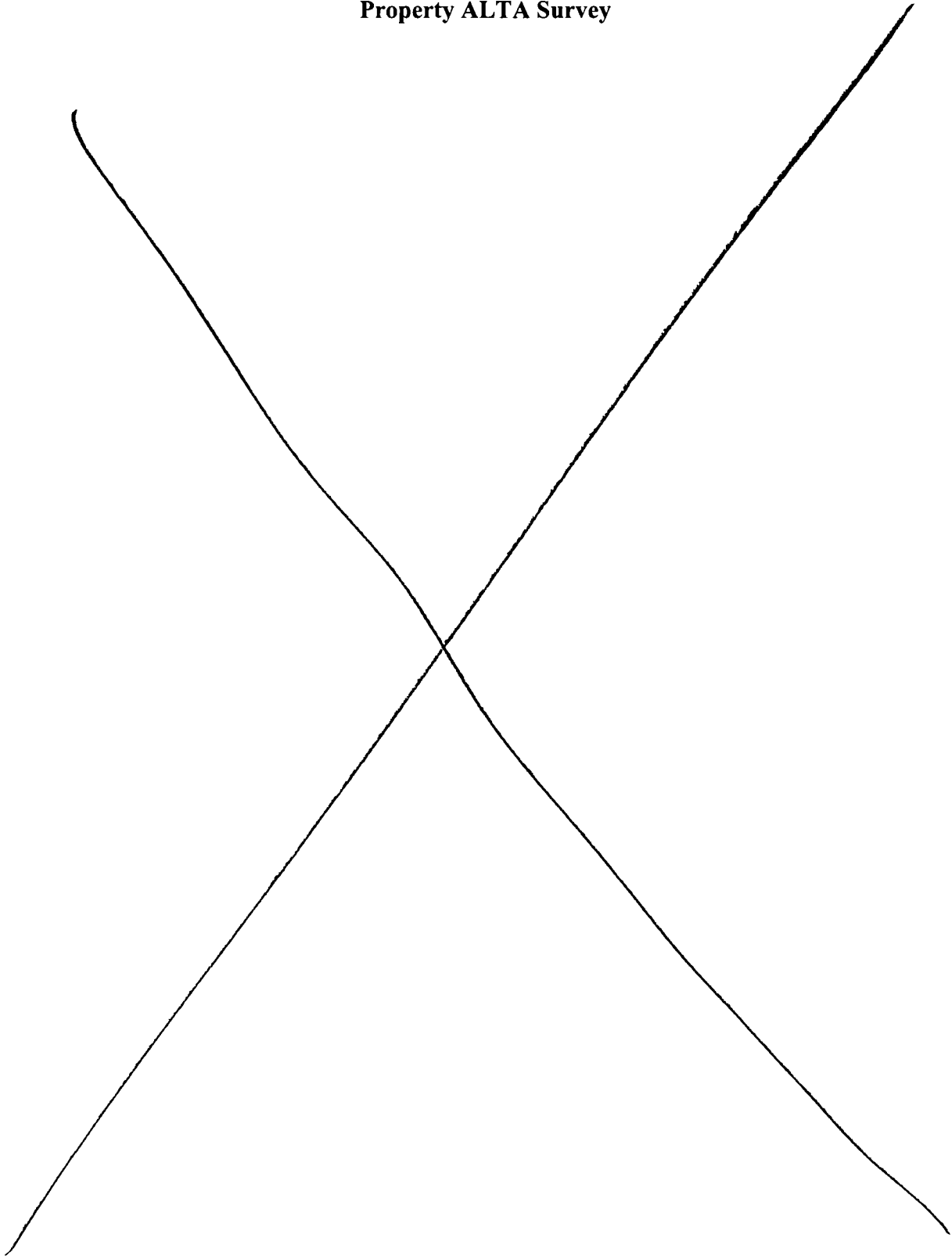


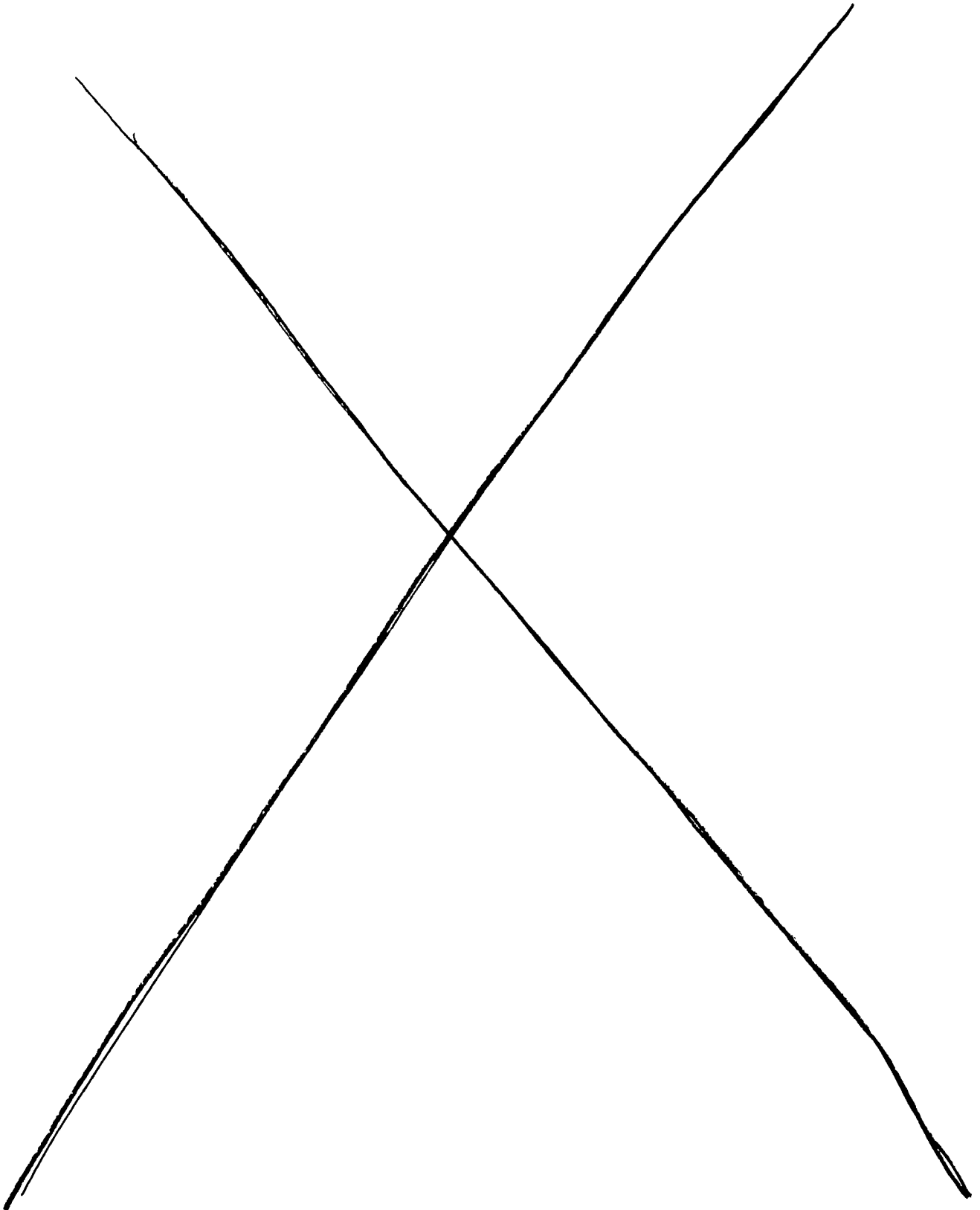
Exhibit “D”
Public Engagement Process

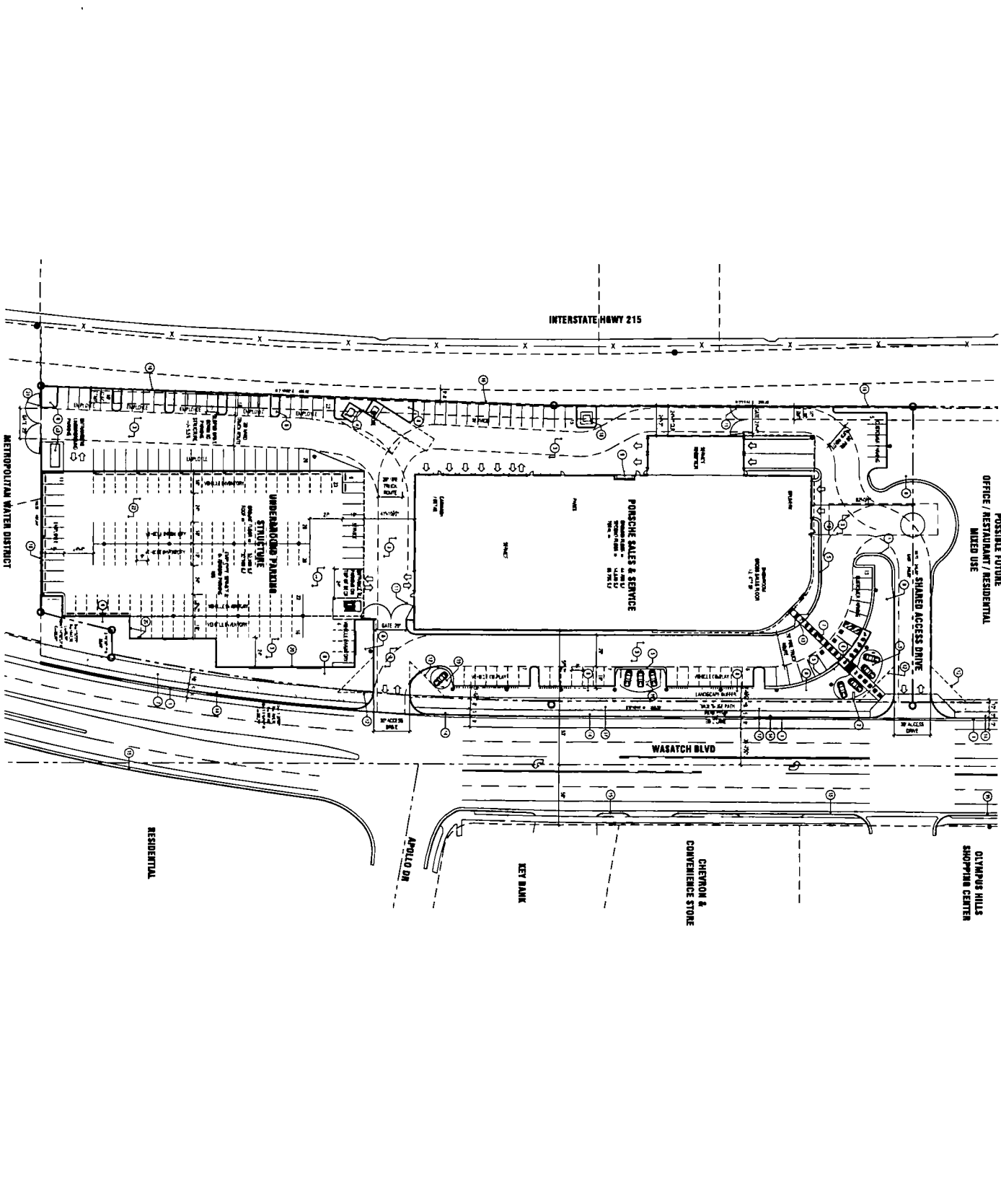
1. Owner/Developer will hire a third-party planning consultant “Consultant” to conduct a community engagement process.
2. Owner/Developer will begin the process no later than June 23, 2024, by mailing, at Owner/Developer’s expense, a notice to all property owners located within 600 feet of the boundaries of the Olympus Hills Village Center as designated on the Future Land Use Map of the Millcreek General Plan, informing property owners of a community open house regarding development of the Multiuse Project . Notice shall be on a form approved by the City, and the City shall provide the list of property owners to the Owner/Developer.
3. Owner/Developer will coordinate with the City on a social media communications plan and an online survey, as well as plan a field trip with the Consultant, relevant community councils, and other interested parties to other village centers in the region.
4. Owner/Developer and Consultant will organize a follow up open house where ideas are gathered into up to three scenarios. These scenarios will show in conceptual detail uses, building forms, streetscapes, and open spaces for the multiuse project and proposed streetscapes and open space connections to the Extension of the Multiuse Project. The goal of these scenarios is to solicit feedback on a recommendation.
5. Prior to filing a land use application for the Multiuse Project, Owner/Developer shall:
 - A. Present a preferred scenario to the relevant community councils for feedback.
 - B. Present a preferred scenario to a joint meeting with the City Council and Planning Commission.

Exhibit "E"
Remainder Property Legal Description

A parcel of land situated in the Southeast Quarter of Section 35, Township 1 South, Range 1 East, Salt Lake Base and Meridian. Said parcel of land being more particularly described as follows: Beginning at a point on the Westerly Right-of-Way line of Wasatch Boulevard, said point also being South 0°14'55" West 277.04 feet and West 49.91 feet from the Northeast Corner of the Southeast Quarter of the Southeast Quarter of Section 35, Township 1 South, Range 1 East, Salt Lake Base and Meridian; and running thence West 248.00 feet; thence North 00°13'44" East 357.04 feet to the Southerly Right-of-Way line of Interstate-215; thence along said Southerly Right-of-Way line the following two (2) courses:(1) East 118.16 feet;(2) North 72°53'50" East 136.01 feet to the Westerly Right-of-Way line of Wasatch Boulevard; thence South 00°13'44" West 397.04 feet along said Westerly Right-of-Way line to the point of beginning. Contains 91,143 Square Feet or 2.092 Acres.

Exhibit "F"
Site Plan





1
PORSCHE SITE PLAN

PROJECT INFO

PROJECT NAME: PORSCHE SALT LAKE CITY
 PROJECT NUMBER: 14169340
 SHEET NUMBER: B: 11453 P: 6286
 DATE: 11/11/11
 DRAWN BY: J. HANSEN
 CHECKED BY: M. HANSEN
 APPROVED BY: J. HANSEN
 PROJECT LOCATION: 1100 W. EAST AVE. SALT LAKE CITY, UT 84143
 CLIENT: PORSCHE FINANCIAL SERVICES CORP.
 ARCHITECT: JOHN MAHONEY ARCHITECT
 1100 W. EAST AVE. SALT LAKE CITY, UT 84143
 TEL: (801) 462-1100
 FAX: (801) 462-1101
 WWW: JOHNMAHONEYARCHITECT.COM

KEYNOTES

1. EXISTING CURB LAYOUT IS SHOWN BY DASHED LINE.
2. EXISTING CURB LAYOUT IS SHOWN BY DASHED LINE.
3. EXISTING CURB LAYOUT IS SHOWN BY DASHED LINE.
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SYMBOLS

1. EXISTING CURB LAYOUT IS SHOWN BY DASHED LINE.

2. EXISTING CURB LAYOUT IS SHOWN BY DASHED LINE.

3. EXISTING CURB LAYOUT IS SHOWN BY DASHED LINE.

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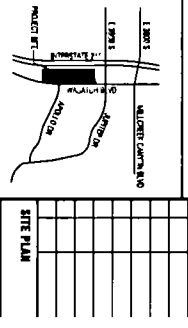
16. EXISTING CURB LAYOUT IS SHOWN BY DASHED LINE.

17. EXISTING CURB LAYOUT IS SHOWN BY DASHED LINE.

18. EXISTING CURB LAYOUT IS SHOWN BY DASHED LINE.

19. EXISTING CURB LAYOUT IS SHOWN BY DASHED LINE.

20. EXISTING CURB LAYOUT IS SHOWN BY DASHED LINE.



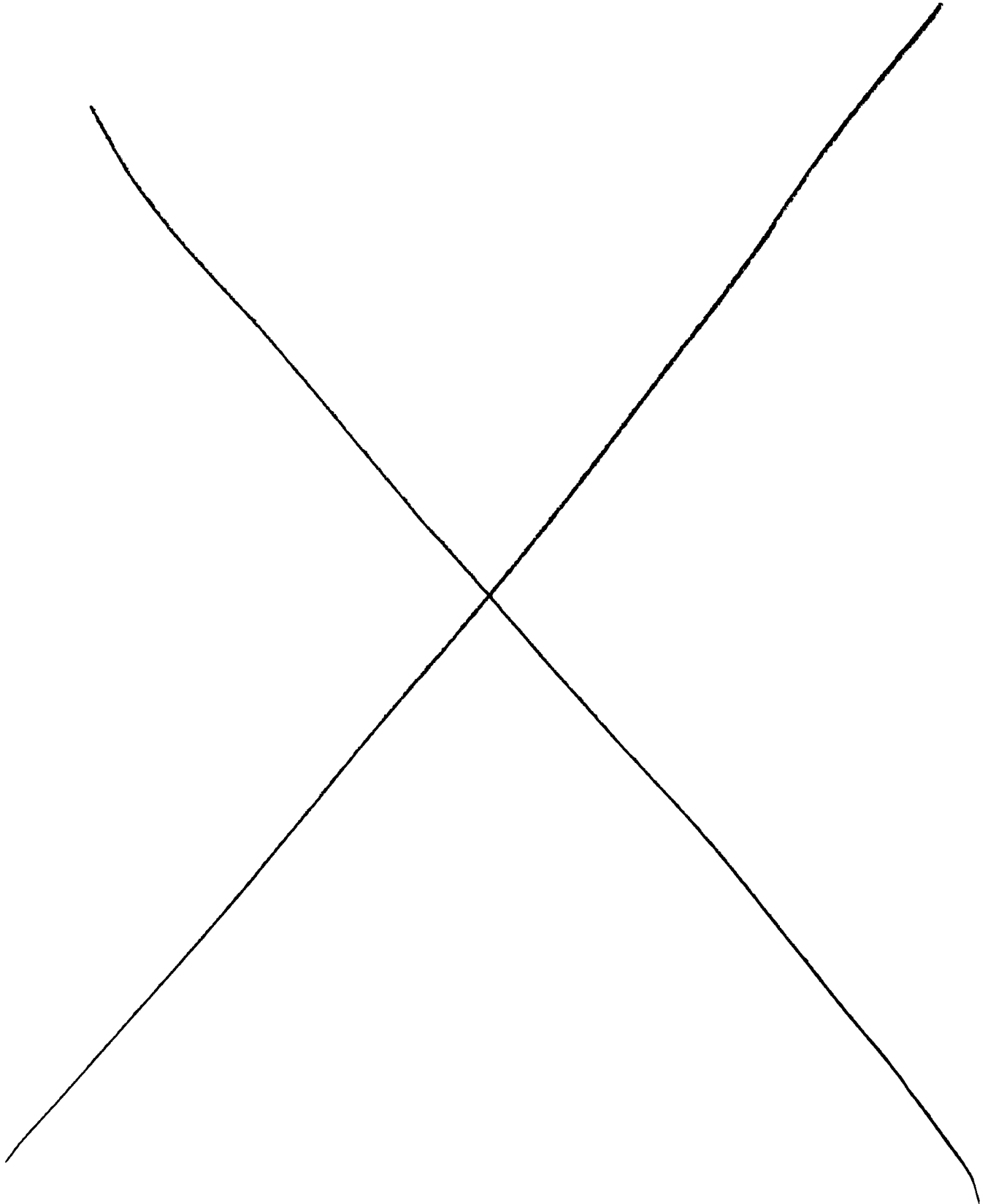
VICINITY

A100

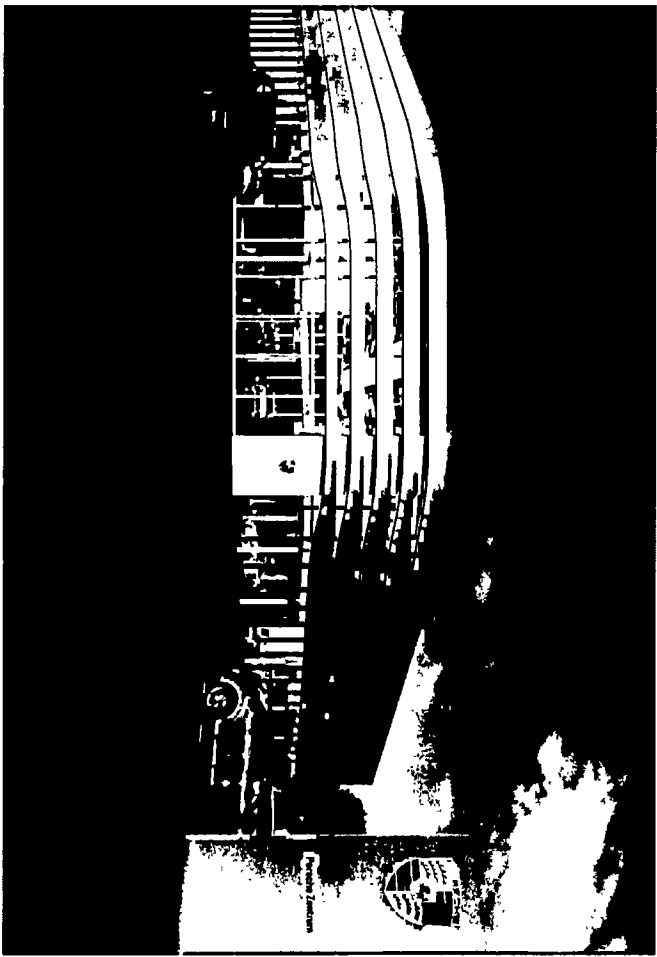
NO.	DATE	DESCRIPTION
1	11/11/11	ISSUED FOR PERMIT
2	11/11/11	ISSUED FOR PERMIT
3	11/11/11	ISSUED FOR PERMIT
4	11/11/11	ISSUED FOR PERMIT
5	11/11/11	ISSUED FOR PERMIT
6	11/11/11	ISSUED FOR PERMIT
7	11/11/11	ISSUED FOR PERMIT
8	11/11/11	ISSUED FOR PERMIT
9	11/11/11	ISSUED FOR PERMIT
10	11/11/11	ISSUED FOR PERMIT

PRELIMINARY ONLY
 NOT FOR CONSTRUCTION

Exhibit "G"
Specific Design Conditions / Criteria – Porsche Dealership Building Materials



Exterior Materials



- E 01 Asphalt**
 - > Parking lot, Driveway
 - Product/Colour: Black
 - Note: Fine-grained surface of topmost cover layer for uniform appearance with clean seams.
- E 011 Pavers**
 - > Parking lot, Driveway
 - Product/Colour: Dark grey
 - Note: Pavers with narrow joints
- E 02 Pre-cast concrete block pavers**
 - > Pre-opened car presentation
 - Product/Colour: Dark grey
- E 03 Grass pavers**
 - > Parking lot
 - Product/Colour: Dark grey
 - Note: Not for customer parking areas

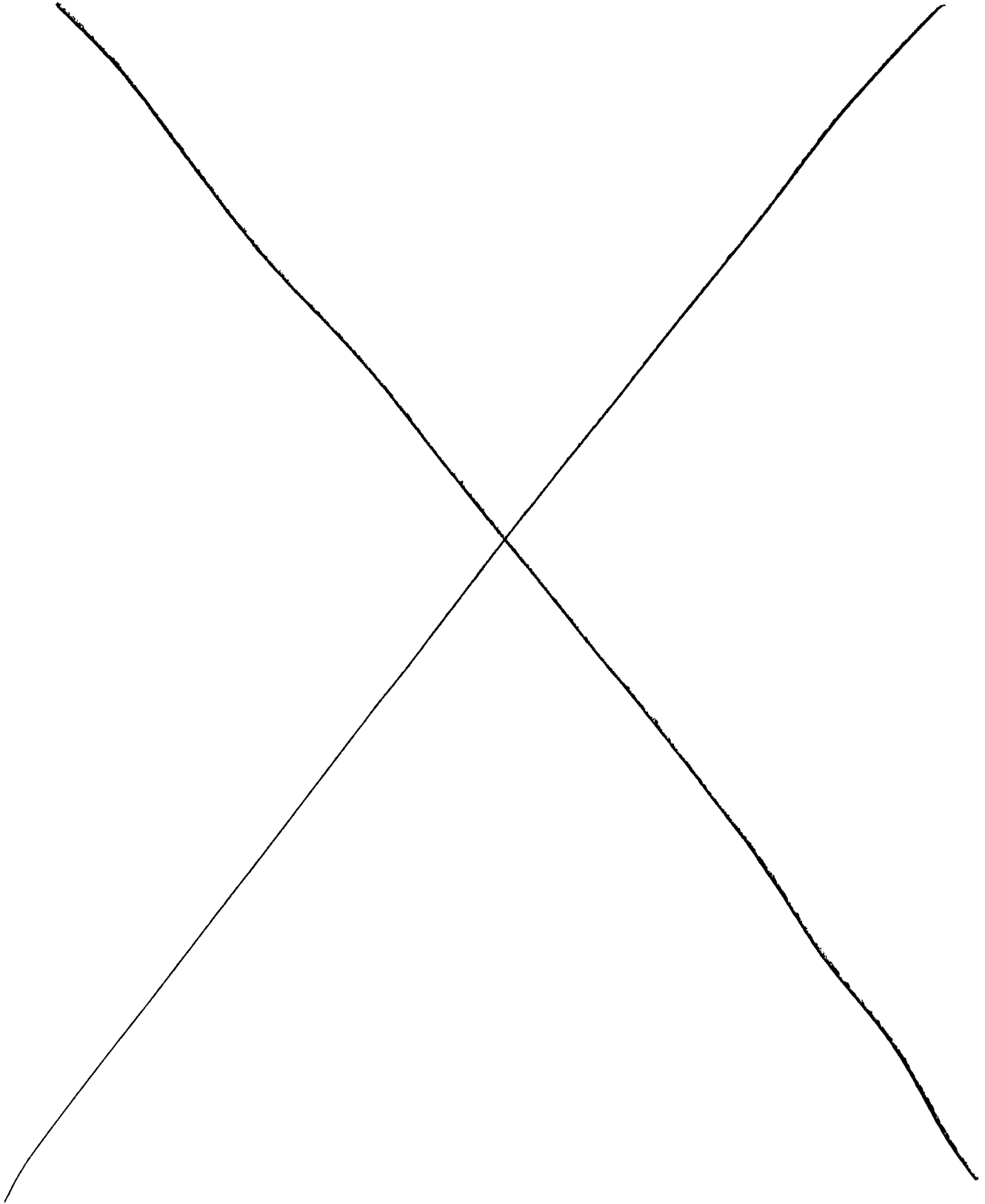
- E 02 Sandwich panel**
 - > Showroom facade
 - Product/Colour: Aluminium orRAL 9006
 - Note: Panel side-ratio of 1:3 (height to width)
- E 05 Perforated panel**
 - > Canopy facade
 - Product/Colour: Perforated aluminium or steel sheet, white
 - Note: Panel side-ratio of 1:3 (height to width), powder-coated steel sheet cartridges with non-perforated surrounding edge (5 cm wide), hole pattern Rv 5-8 (per DIN 24041)
- E 06 Sandwich panel**
 - > Entrance option
 - Product/Colour: Aluminium or steel sandwich panels, traffic white RAL 7010
- E 15 Sandwich panel 1**
 - > Workshop facade
 - Product/Colour: Aluminium or steel panels, dark grey
 - Note: Panel side-ratio of 1:3 (height to width), half height of panels used for showroom facade

* product alternative for workshop facade cladding

- E 07 Trapezoidal sheet**
 - > Underneath of workshop canopy
 - Product/Colour: Trapezoidal aluminium or steel sheet, grey
 - aluminium RAL 9007
- E 08 Trapezoidal sheet**
 - > Workshop facade
 - Product/Colour: Trapezoidal aluminium or steel sheet, black
 - Note: Type SP 45/150, 0.6 mm, symmetrical, centre height 45 mm, horizontally mounted, all visible fasteners and necessary cones RAL 7021
- E 09 Coated steel**
 - > Construction elements in general
 - Product/Colour: Steel beams and supports, entrance facade, stock system aluminium, parkade, grey aluminium RAL 9007, matt
- E 10 Coated steel, aluminium**
 - > Workshop
 - Product/Colour: Lamella bottom profiles coated or anodized, white aluminium RAL 9006
- E 11 Coated steel, aluminium or plastic**
 - > Entrance facade, doors, gates, fences
 - Product/Colour: Facade laminae & side blades, profile corners, steel, aluminium or plastic, painted, black grey RAL 7021, matt
- E 12 Clear glass**
 - > Showroom
 - Product/Colour: Clear glass adapted to local climate conditions, without mirroring, with silicone joints, vertical, cone strips or horizontal floor, aluminium or steel, grey
 - Note: Framesless mounting, height of glazing 3.0 m
- E 11 Clear glass door**
 - > Showroom
 - Product/Colour: Door profiles in black grey RAL 7021
 - Note: Climate conditions must be taken into consideration, interpenetration as automatic door possible
- E 12 Clear glass window**
 - > Workshop
 - Product/Colour: Frames and profiles, aluminium, plastic in black grey RAL 7021, matt

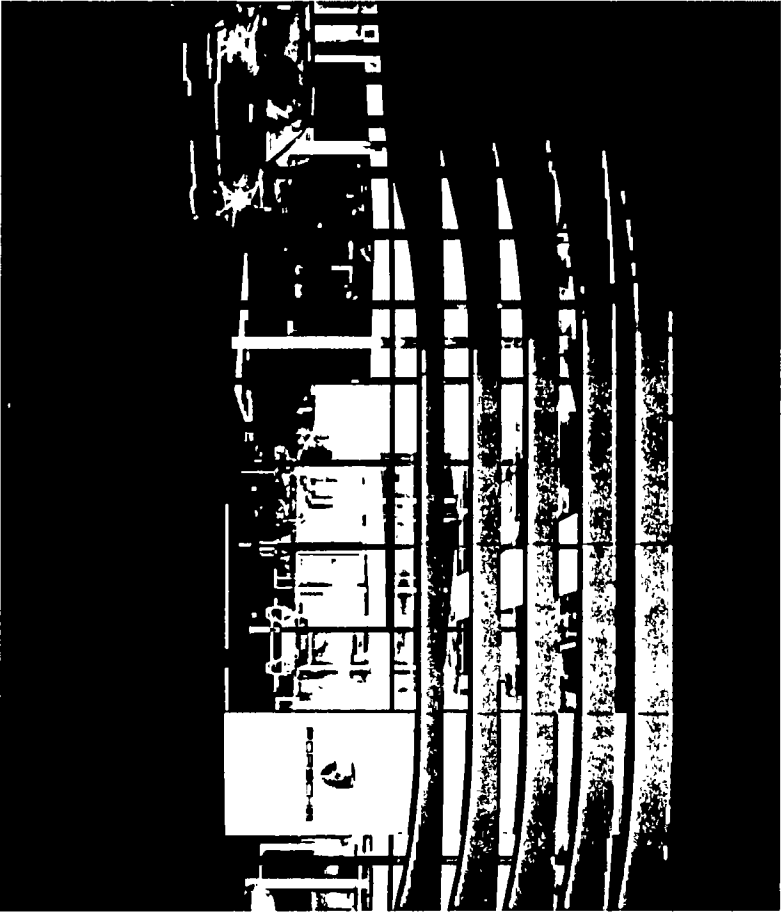


Exhibit "H"
Specific Design Conditions / Criteria – Porsche Dealership Façade and Façade Types



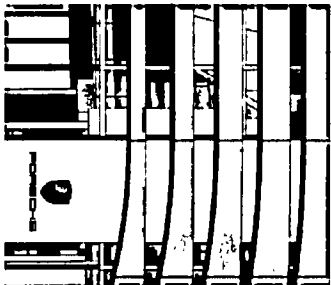
Facade

The new facade is one of the most recognizable features of Destination Porsche. The design of the aluminum lamellas has been inspired by renowned Porsche vehicle design.



Facade Types

Entrance Facade



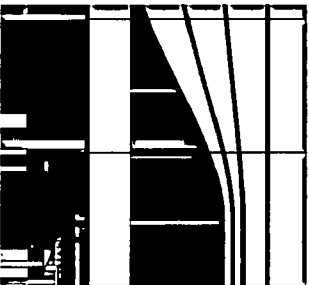
- Full-storey steel stick system
- Mullion spacing 150mm
- Glass dimensions max. 150m x 300m
- 100% vision glass infill
- External lamella features
- Composed of 5-6 rows
- Aluminum sandwich panel
- Coated RAL 9006
- Integrated LED lighting strip
- Lamella proportions
- Typical Lamella 3 000m x 1 000m
- Vertical joint spacing 20mm

Storefront Facade



- Bottom area**
- Steel stick system
- Mullion spacing 150mm
- Vision glass infill
- Glass dimensions max. 150m x 300m
- Upper area**
- Insulated rainscreen with aluminum sandwich cladding
- Coated RAL 9006
- Integrated LED lighting in the first Column of rainscreen panels
- Rainscreen proportions
- Typical Panel 3 000m x 1 000m
- Vertical joint spacing 20mm
- Horizontal joint spacing 80mm

Glimpse

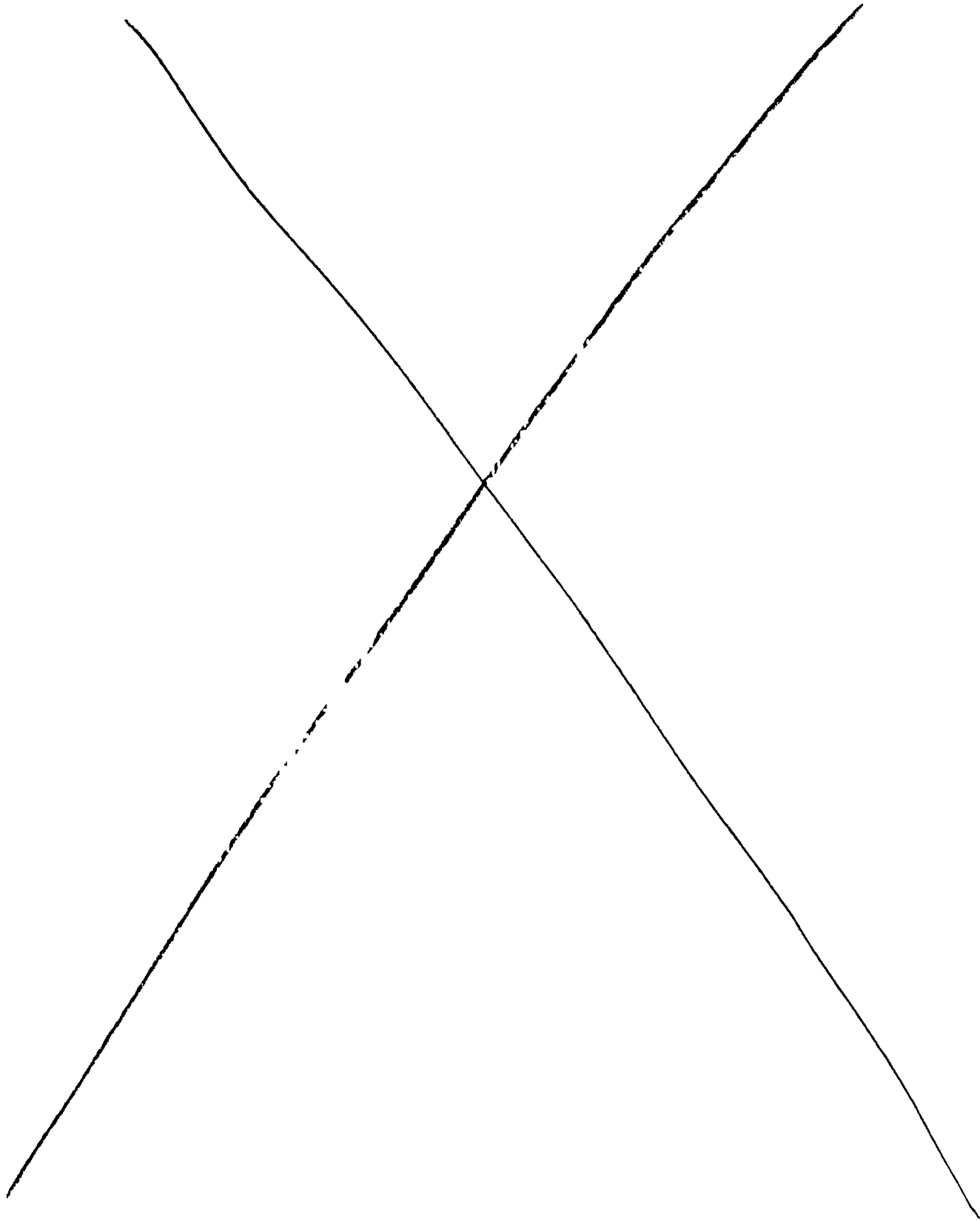


- Glass/stick system facade integrated in rainscreen system of Storefront Facade
- Steel stick system
- Mullion spacing 150mm
- Vision glass infill
- Glass dimensions max. 150m x 300m
- Aluminum sandwich cladding in rainscreen areas, curved in elevation
- Coated RAL 9006
- Integrated LED lighting strip
- Vertical joint spacing 20mm
- Horizontal joint spacing 80mm

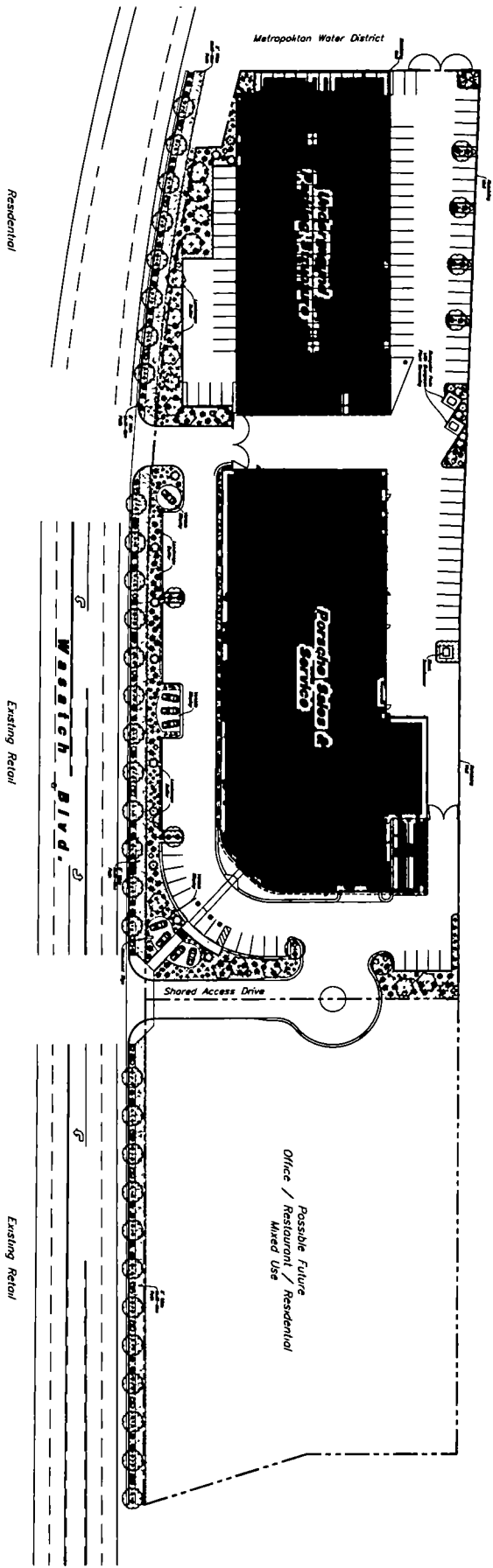


For more information about the Facade see Design Manual - Facade Planning & Construction

Exhibit "I"
Specific Design Conditions / Criteria – Landscaping



Interstate Highway 215



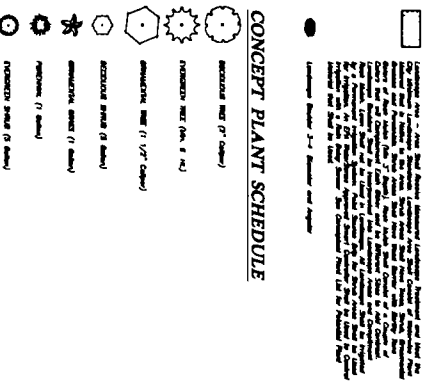
CONCEPTUAL PLANT LIST

PLANT NAME	PLANT CODE	PLANT QUANTITY	PLANT SPECIES
...

LANDSCAPE DATA

Site Area = 174,241 sq. ft. (4.0 ac.)
 Quality Landscape Area Provided = 16,746 sq. ft. (0.38 ac.)
 Office Landscape Area Provided = 5,212 sq. ft. (0.12 ac.)
 1 Street Tree per 30 ft.
 758 Plant Coverage After 3 Years of Growth
 408 Evergreen Shrubs and Trees

LANDSCAPE PLAN LEGEND

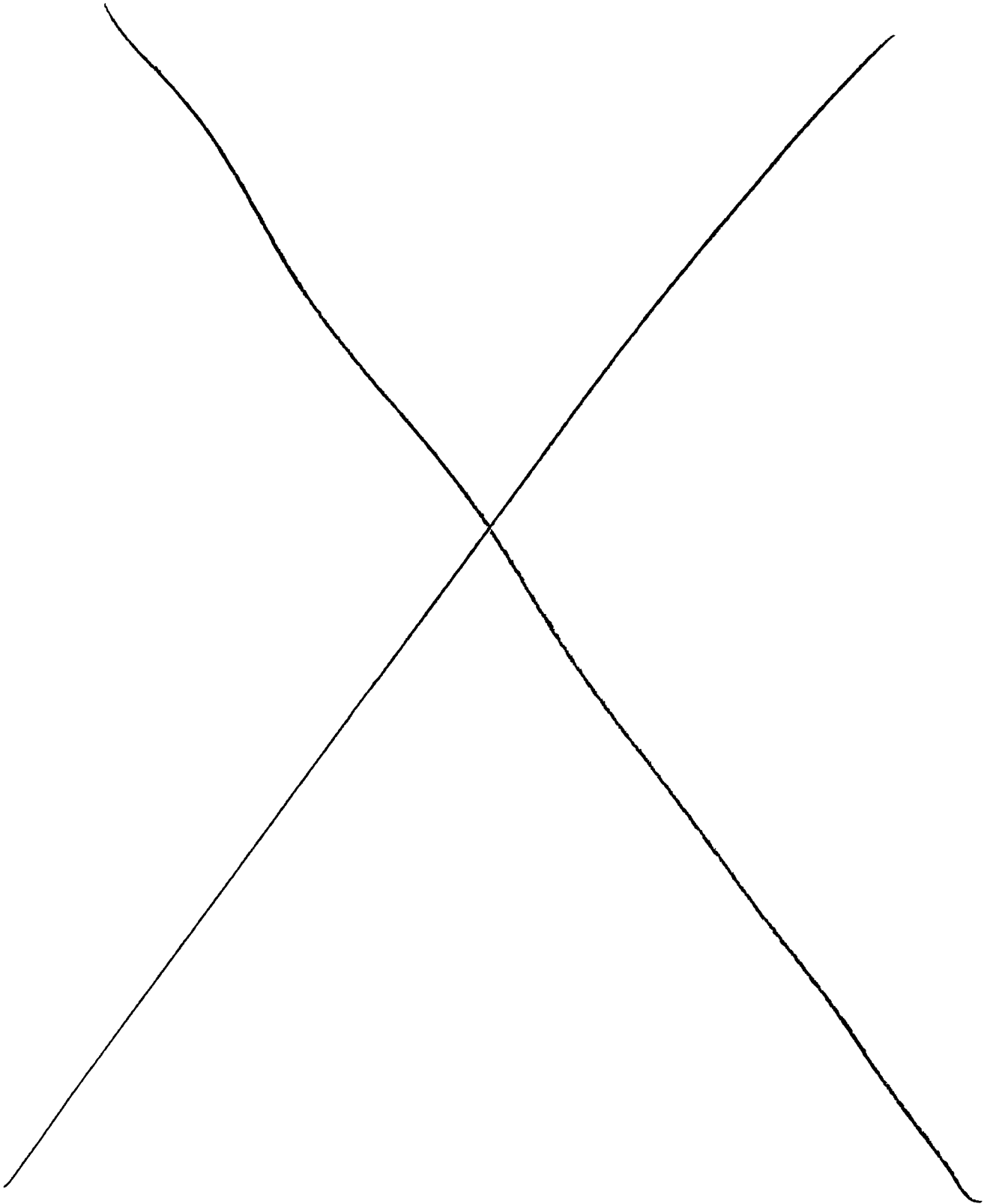


Conceptual Landscape Plan
Porsche Salt Lake City
 4074 South Wasatch Blvd
 Millcreek, Utah



1/7 Aug. 2023
L10

Exhibit "J"
Specific Design Conditions / Criteria – Multiuse Project Building Materials

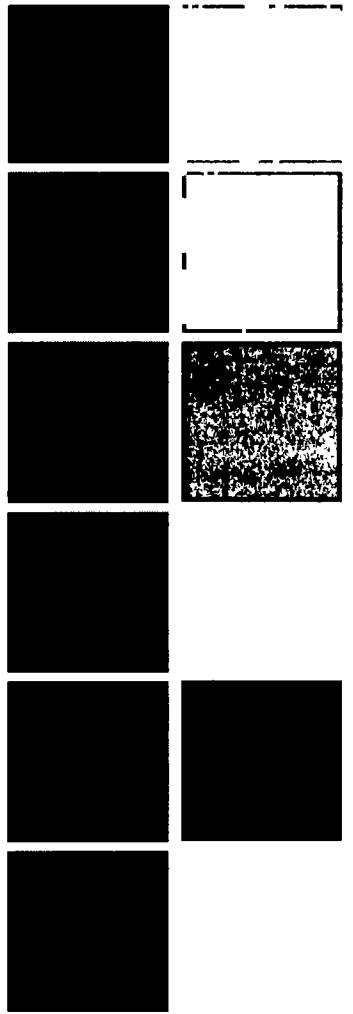


Material palette

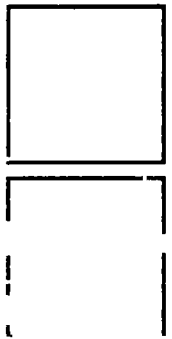
No EIFS or stucco finishes allowed



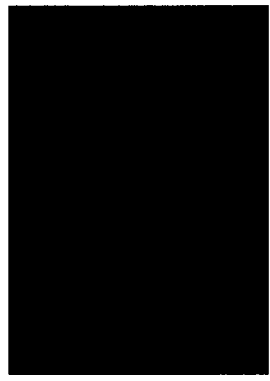
Color palette



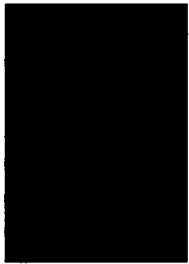
Glass



Architectural tile



Architectural metal panels



Durable natural wood siding, mass timber & carbonized wood

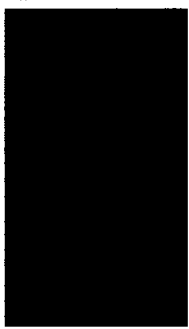
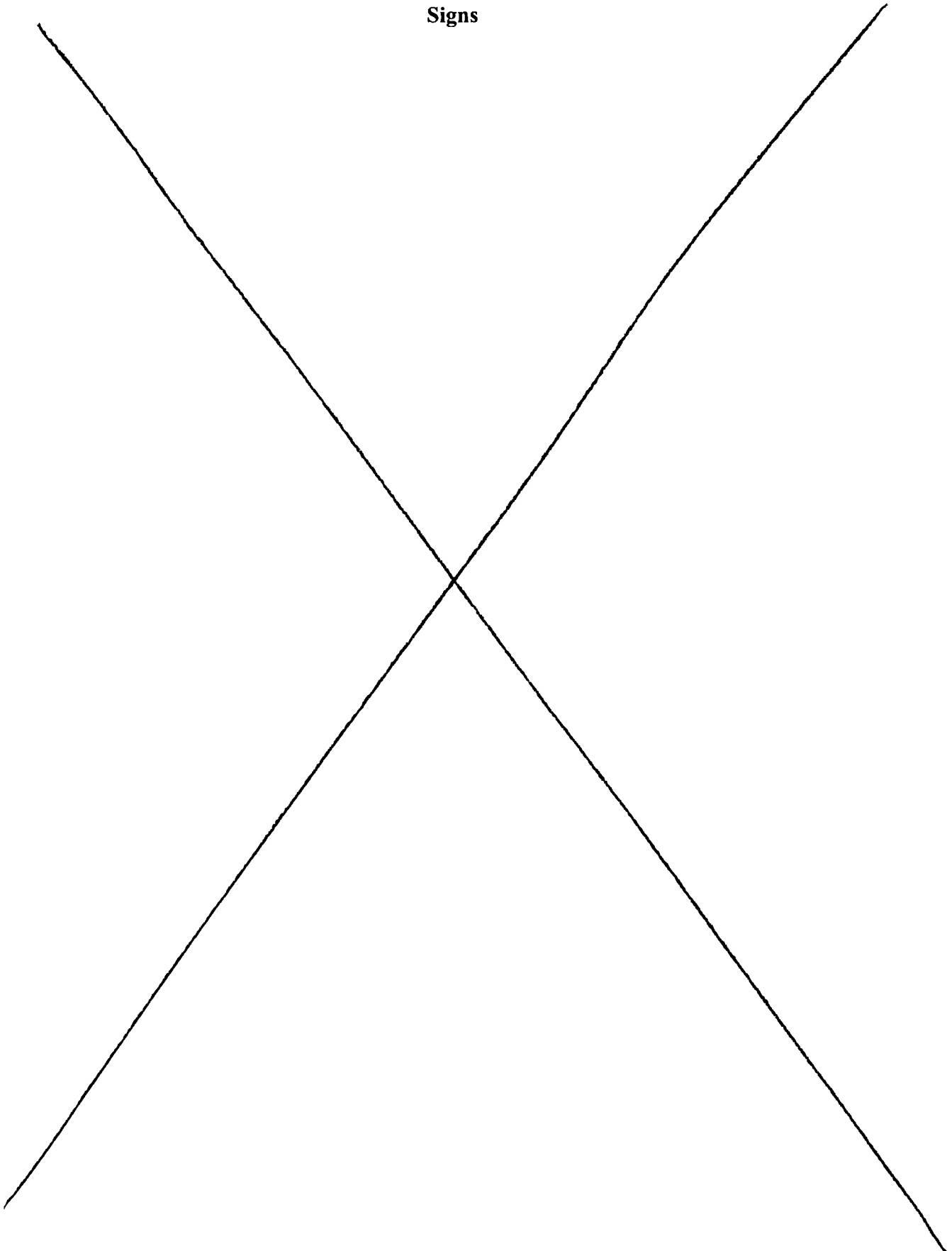
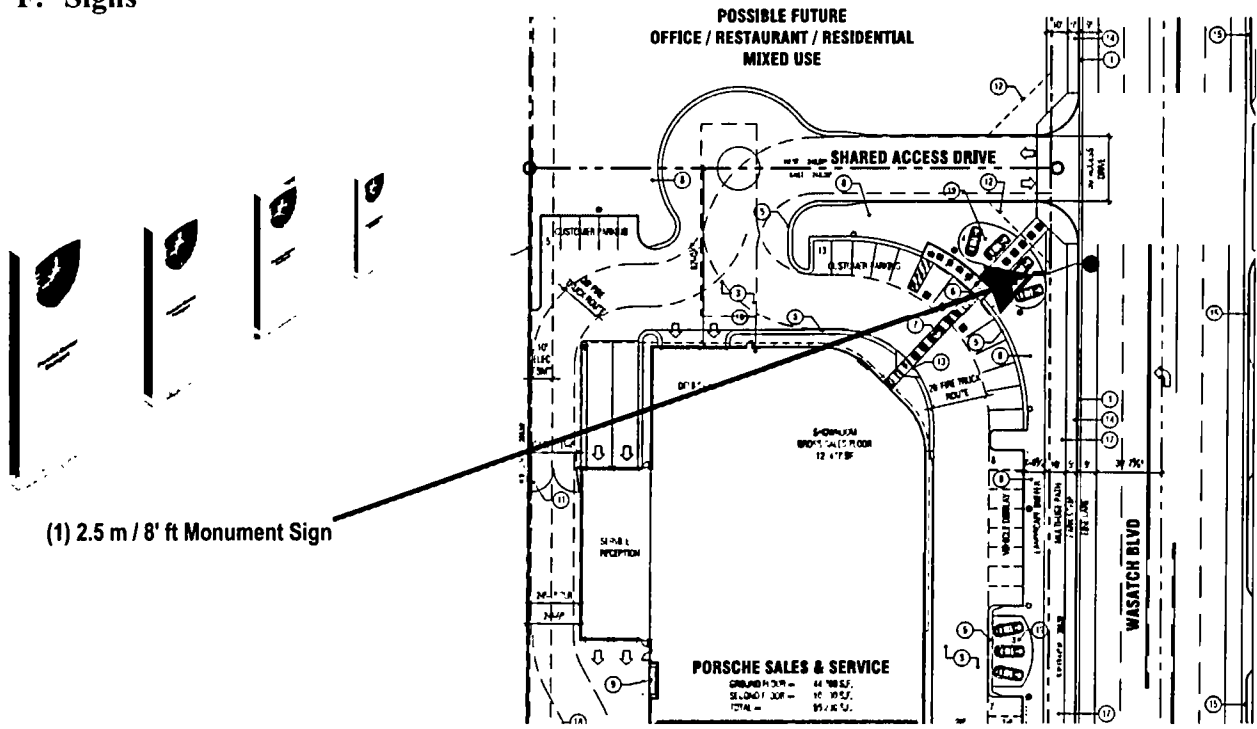


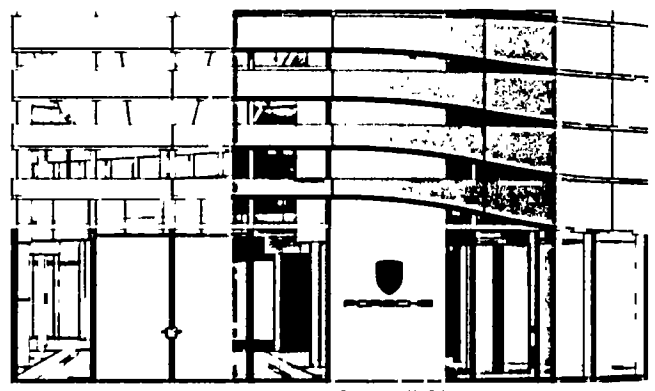
Exhibit "K"
Signs



F. Signs



100' SF Channel Lettering Sign



32' SF Wall Sign

