

**Recording Requested By and
When Recorded Return to:**
Salt Lake City Corporation
Attn: City Recorder
451 South State Street
Salt Lake City, UT 84111



Parcel Nos. 08-34-453-005-0000, 08-34-453-006-0000
08-34-453-009-0000, 08-34-453-011-0000, 08-34-453-014-0000,
08-34-477-004-0000, 08-34-477-008-0000, 08-35-353-001-0000,
08-35-353-002-0000, 08-35-353-004-0000, 08-35-353-005-0000,
08-35-353-006-0000, 15-03-201-001-0000, 15-03-201-004-0000,
15-03-201-005-0000, 15-03-201-006-0000, 15-03-201-007-0000,
15-03-201-008-0000, 15-03-201-010-0000, 15-03-201-011-0000,
15-03-227-001-0000, 15-03-227-002-0000, 15-03-227-003-0000,
15-03-227-004-0000, 15-03-227-010-0000, 15-03-227-012-0000,
15-03-227-013-0000, 15-03-227-014-0000

MASTER DEVELOPMENT AGREEMENT

Power District

This Master Development Agreement (this “**Agreement**”) is made and entered into and made effective as of the date this Agreement is recorded by the City Recorder (“**Effective Date**”) by and between **SALT LAKE CITY CORPORATION**, a Utah municipal corporation (“**City**”), and **LHM DEV E, LLC**, a Utah limited liability company (“**Master Developer**” or “**Developer**”). City and Master Developer may from time to time be referred to herein each as a “**Party**” or collectively as the “**Parties.**” Each “**Owner**” of land within the “**Property**” [each defined below] consents to the execution of this Agreement as stated below.

RECITALS

A. Master Developer is the developer of approximately 93.4 acres of lands located in Salt Lake County, Utah, which are more particularly described on the attached **Exhibit A** (the “**Property**”) and is the holder of ownership interests in the Property. The Property is located within an area of Salt Lake City known as the Power District.

B. The Property is presently zoned M-1, TSA-MUES-T, TSA-MUEC-C, TSA-SP-C, TSA- UC-C, and TSA-UN-T and is currently used for a mix of underutilized or abandoned uses.

C. Master Developer is engaged in planning a large-scale planned redevelopment on the Property that may include office, retail, civic, and residential uses, and a stadium (“**Stadium**”) for professional sports teams including professional major league baseball (“**MLB**”) team; provided, however, nothing in this Agreement shall preclude the development of additional professional sports stadiums within the Project.

D. Master Developer, the City, and the State of Utah have invested heavily in the planned redevelopment of the Property.

E. In 2024, the State of Utah approved the Utah Fairpark Area Investment and Restoration District Act (“**UFAIR Act**”) to provide economic and other benefits necessary to facilitate the redevelopment of the Property along with adjacent, publicly owned land.

F. The UFAIR Act created the Utah Fairpark Investment and Restoration District (“**UFAIR District**”), that is responsible for encouraging and facilitating development within the UFAIR District and for other purposes as described in Utah Code § 11-70-201(3).

G. The Property is located within the UFAIR District boundary, as defined in Utah Code § 11-70-101(12), and Master Developer is under contract to purchase the majority of the Property from an Owner and is the qualified owner, as defined in Utah Code § 11-70-101(30), as is acknowledged by each Owner, and therefore properly holds the rights and responsibilities of the qualified owner.

H. Concurrently with the approval of this Agreement, the City intends to enact an ordinance that amends the City’s zoning ordinance to create the Jordan River Fairpark Zone (the “**JRF Zone**”) and adopt a zoning map amendment that applies the JRF Zone to the Property (collectively, the “**Rezone Ordinance**”).

I. The City Council (defined below), acting pursuant to its authority under Utah Code § 11-70-206(3)(b) and 10-9a-102(2) *et seq.*, as amended, and the City Code (defined below), and in furtherance of its land use policies, goals, objectives, ordinances, resolutions, and regulations, has elected to enter into this Agreement, after obtaining and considering input from the planning commission to both the terms set forth in this Agreement and the content of the JRF Zone. The City Council authorizes the mayor of the City to execute and deliver this Agreement on behalf of the City.

J. By this Agreement, City and Master Developer confirm the Property’s vested entitlements for development of the Project (defined below). The City has determined that entering into this Agreement furthers the purposes of the Utah Municipal Land Use, Development, and Management Act, the UFAIR Act, and the City’s land use ordinances. As a result of such determination, the City has elected to move forward with the approvals necessary to approve the development of the Project (defined below) in accordance with the terms and provisions of this Agreement.

K. By this Agreement, City and Master Developer acknowledge and agree to support recruiting an MLB team to the Project and that the residents are manifesting their support for the Project and recruiting an MLB team through this Agreement. The Parties acknowledge and agree that recruiting and retaining an MLB team to play home games at the Stadium is a material and essential reason the Parties executing this Agreement.

L. This Agreement satisfies the requirement that the qualified owner (as defined in the UFAIR Act) and the City enter into an agreement that consistent with the requirements of Utah Code § 11-70-206(3)(b)(ii).

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

ARTICLE I DEFINITIONS

1.1 Definitions.

1.1.1 "*City Code*" means the City Code of Salt Lake City in effect as of the Effective Date.

1.1.2 "*City's Current Laws*" means the laws, ordinances, policies, standards, and procedures of the City related to zoning, subdivisions, land use, and other similar or related matters pursuant to the Utah Municipal Land Use, Development, and Management Act that were in effect as of the Effective Date.

1.1.3 "*City's Future Laws*" means the laws, ordinances, policies, standards, and procedures of the City related to zoning, subdivisions, land use, and other similar or related matters pursuant to the Utah Municipal Land Use, Development, and Management Act implemented by the City which may be in effect in the future at any time when a Development Application is submitted and which may or may not apply to such Development Application as provided in Section 2.5 below.

1.1.4 "*Complete application*" shall mean an application submitted in accordance with a checklist or summary of requirements for each Development Application, prepared and provided by City and made available to Master Developer or any Owner.

1.1.5 "*Development Application*" means a complete application to City for development of a portion of the Property for development.

1.1.6 "*Flex Space*" means a use wholly contained within an enclosed building where both (i) a retail or office use at the front of the structure for employees or public and (ii) space for assembly, processing of goods and materials, or fabrication use, occurs. Activities occurring within a flex space do not ordinarily create noise, fumes, odors, glare, or health or safety hazards outside of the building.

1.1.7 "*Force Majeure*" means, provided proper notice is given in conformance with Section 10.15, any actual prevention, delay, or stoppage of the performance of any obligation under this Agreement that is due to: acts of nature; enemy or hostile government actions; wars; civil commotions; fires or other casualties; epidemic, pandemic and/or quarantine; or other causes beyond the reasonable control of the Party obligated to perform hereunder.

1.1.8 "*Master Developer*" means LHM DEV E, LLC, a Utah limited liability company, or its successors and assigns.

1.1.9 “*Offsite Improvements*” shall have the meaning given in Section 3.2 below.

1.1.10 *Outsourc[e][ed][ing]* means the process of the City contracting with consultant or paying overtime to City employees to provide technical support in the review and approval of the various aspects of building code, fire code and structural reviews (“Technical Reviews”), as is more fully set out in this Agreement.

1.1.11 “*Owner*” means a fee owner of land within the Project who has entered into an agreement with Master Developer or is an affiliate of Master Developer.

1.1.12 “*Project*” means the large-scale redevelopment project on the Property and upon additional land within the UFAIR District boundary, as may be expanded or adjusted pursuant to the UFAIR Act.

1.1.13 “*Property*” means the real property described on **Exhibit A**.

1.1.14 “*System Improvements*” means improvements included in City’s impact fee facility plan now or in the future and are located within or facilitate development of the Property and other properties.

1.1.15 “*Temporary Parking Lot*” means using any of the existing areas, including lay down areas and parking areas, within the Project for temporary parking, which may be enhanced or changed with temporary surfaces of dirt, or gravel, and which may be used notwithstanding the construction of a new principal use that the existing parking area serves, for up to fifteen years per area.

1.1.16 “*Temporary Outdoor Storage*” means the use of an area within the Project for either or both of (i) temporary outdoor storage associated with construction activities related to the Project, or (ii) the location and storage of electric utility materials by Rocky Mountain Power in connection with its relocation from the Property to a new storage location outside of the Project.

1.1.17 “*Transfer Acknowledgment*” means an acknowledgment in the form attached hereto as **Exhibit B**.

1.1.18 “*Transfer Deed*” has the meaning set forth in Section 9.2.

ARTICLE II CITY APPROVALS AND VESTING

2.1 City Approval. City enters into this Agreement after taking all necessary actions to enter into the agreements and understandings set forth herein. City’s enactment of the resolution approving this Agreement, and entering into this Agreement, are legislative acts allowed and authorized by Utah Code § 10-9a-101, *et seq.*, and Utah Code § 11-70-206. City has adopted the JRF Zone by ordinance constituting a legislative act authorized by Utah Code § 10-9a-101, *et seq.*

2.2 Project Vesting. To the maximum extent permissible under state and federal law, and at equity, City and Master Developer agree that this Agreement confirms that Master Developer is vested with all rights to develop the Property in accordance with City’s Current Laws,

including the provisions of the JRF Zone, without modification or change by the City except as specifically provided herein. By way of further clarification, Master Developer is vested with the right to develop and locate on the Property the uses and densities identified in the JRF Zone, as well as Flex Space, and to develop in accordance with dimensional requirements as allowed by City's Current Laws. The Parties intend that the rights granted to Master Developer hereunder are contractual vested rights and include the rights that exist as of the Effective Date under statute, common law and at equity. The Parties acknowledge and agree that this Agreement provides significant and valuable rights, benefits, and interests in favor of Master Developer and the Property, including, but not limited to, certain vested rights, development rights, permitted and conditional uses, as well as flexible timing, sequencing, and phasing rights to facilitate the development of the Property.

2.3 Rescission Option. To the extent Master Developer has executed this Agreement in advance of City approval of the Rezone Ordinance, and if the Rezone Ordinance is not enacted in a form reasonably satisfactory to Master Developer, then Master Developer may deliver notice of rescission to City to terminate this Agreement. Upon Master Developer's delivery of notice of rescission pursuant to this Section, this Agreement shall automatically terminate whereupon the Parties shall have no further rights or obligations under this Agreement.

2.4 Invalidity. If any of the City's Current Laws are declared to be unlawful, unconstitutional or otherwise unenforceable then Master Developer and City will, nonetheless comply with the terms of this Agreement to the extent not precluded by law, and to the extent not otherwise terminated hereunder in accordance with the terms of this Agreement. In such an event of a determination of invalidity as to any of the City's Current Laws, Master Developer and City shall cooperate to have City adopt a new enactment which is materially similar to any such stricken provisions and which implements the intent of the Parties under this Agreement.

2.5 City's Future Laws. City's Future Laws with respect to development or use of the Property shall not apply except as follows:

2.5.1 City's Future Laws that Master Developer agrees in writing to the application thereof to said portion of the Property;

2.5.2 City's Future Laws which are generally applicable to all properties in the City's jurisdiction and which are required to comply with state and federal laws and regulations affecting the Property;

2.5.3 City's Future Laws that are updates or amendments the state construction codes currently codified in Title 15A-2-102 of the Utah Code and are required to meet legitimate concerns related to public health, safety or welfare;

2.5.4 City's Future Laws that are environmental standards based on the City's obligations to comply with federal or state environmental laws;

2.5.5 Changes to the amounts of fees (but not changes to the times provided in the City's Current Laws for the imposition or collection of such fees) for the processing of Development Applications that are generally applicable to all development within City's

jurisdiction (or a portion of the City as specified in the lawfully adopted fee schedule) and which are lawfully adopted pursuant to State law.

2.5.6 Impact fees or modifications thereto which are lawfully adopted, imposed and collected.

2.6 Applications Under City's Future Laws. Without waiving any rights granted or benefits imparted by this Agreement, Master Developer may at any time, choose to submit a Development Application for some or all of the Property under the City's Future Laws applicable to the Property in effect at the time of the Development Application. Any Development Application expressly identified and filed for consideration under the City's Future Laws shall be governed by the City's Future Laws related to the Development Application. The election by Master Developer at any time to submit a Development Application under the City's Future Laws shall not be construed to prevent or limit Master Developer from submitting other Development Applications under the City's Current Laws.

2.7 Change in Law/Non-Conforming Uses. For the term of this Agreement, City agrees that any City's Future Law shall not apply to the Property where the application of the City's Future Law would impair or impede development, or eliminate or reclassify a use allowed under the JRF Zone, or under laws in effect prior to adoption of the JRF Zone. To the extent any change in law causes a use, structure or parcel to become non-conforming, such non-conforming status shall not impair, impede or prohibit the development of previously approved uses, reconstruction or restoration of developed uses, or the extension of such uses on parcels or lots within the Property.

2.8 Term. Subject to Subsections 2.3, 2.9, and 10.14, the initial term of this Agreement shall continue for forty (40) years beginning on the Effective Date. The initial term of this Agreement may be extended by written agreement of City and Master Developer. Upon termination of this Agreement pursuant to Sections 2.3, 2.9 or 10.14 or upon expiration of this Agreement, Master Developer's and any Owner's rights under this Agreement shall terminate. At the expiration of the initial term, or any extended term, the Property shall be subject to all of the City's Future Laws governing the use of land, including legal non conforming uses, except to the extent then-existing uses of the Property have vested pursuant to the common law or the terms of the JRF Zone in accordance with Utah Code Section 10-9a-509.

2.9 Early Termination Right. Master Developer may terminate this Agreement early as follows:

2.9.1 During the first ten (10) years of this Agreement, Master Developer may elect to terminate this Agreement as to all or part of the Property by sending notice to the City, if the City, or City's agency or affiliate, pays an incentive or subsidy, offers tax increment, or exempts a use from a fee or obligation where such use is intended as a stadium to be used for MLB games anywhere other than in lands within the Project. In addition, Master Developer will have two options to renew such early termination right under this subsection, each for an additional five (5) years (each a "Renewal Option). To exercise a Renewal Option, on the ten (10) year and fifteen (15) year anniversaries of this Agreement, representatives of the City and Master Developer shall meet to discuss the status of Master Developer's negotiations to receive a commitment from an

MLB team to use the Stadium as the team's home stadium ("MLB Team Commitment"). In the event that Master Developer needs more time for an MLB Team Commitment, Master Developer may exercise up to two Renewal Options and the Parties agree to extend the early termination right under this Section 2.9.1 for an additional five (5) years each, not to extend beyond twenty (20) years from the Effective Date of this Agreement ("Incentive Deadline").

2.10 Development of Property. The development of the Property shall be in accordance with City's Current Laws, City's Future Laws (to the extent that they apply as allowed by this Agreement) and this Agreement. To the extent there is a conflict between the City's Current Laws, City's Future Laws, and this Agreement, the hierarchy of priority, from highest priority to lowest priority is as follows: (i) this Agreement; (ii) the City's Current Laws; and (iii) the City's Future Laws. Nothing in this Agreement shall obligate Master Developer (or its successors) to develop the Property or to develop in any particular order or phase and that Master Developer reserves all discretion to determine whether to develop a particular portion or phase of the Property based upon Master Developer's business judgment. The Property may be developed for all uses allowed by the JRF Zone and this Agreement. In the event that a requirement to develop the Property is lawfully imposed by the UFAIR District or the UFAIR Act which is in conflict with this Agreement or the City's Current Laws or City's Future Laws, the City and Master Developer shall endeavor to renegotiate this Agreement to comply with the new requirements under the UFAIR Act or imposed by the UFAIR District.

2.11 Open Space Dedications. Developer shall dedicate to the City, UFAIR District, an owner association, or a public infrastructure district open space in accordance with the quantity requirements of the JRF Zone, under the City's Current Laws. The open space dedications shall allow public access and may facilitate pedestrian circulation. As set forth in a public access easement to be executed by the parties thereto, the open space required by the JRF Zone and this section must be open to the public and free of charge, subject to established and posted hours and reasonable rules pertaining to use of the open space. The public shall have reasonable pedestrian and continuing access to the Jordan River at one or more access points within the Project. Consistent with the Master Developer's and City's shared objective of ensuring the Project's open spaces areas created to satisfy the obligation under this section and the JRF Zone are inclusive for everyone, the rules for use of open space will include, at a minimum, a nondiscrimination statement that there will be no discrimination based on characteristics protected by law, including race, sex, gender identification, sexual orientation, national origin, native language, religion, age, disability, marital status, citizenship, genetic information, pregnancy, or other protected characteristics.

2.12 Home Game Covenant. It is a material term of this agreement that Master Developer agrees to utilize all commercially reasonable efforts to receive a commitment from an MLB team to use the Stadium as the team's home stadium. In addition, once an MLB team is located to the Stadium and for the remainder of the Term, Master Developer and its affiliates, including the entity(ies) that owns the MLB team agree: (1) it will maintain the MLB team in good standing in accordance with its league, including by not volunteering for a contraction of the team within its league, and by defending the team's right to play as a franchise in its respective league; and (2) it will ensure that the MLB team will play all regular season, and playoff season home games at the Stadium; and (3) it will not seek to relocate or cause the relocation, through legislative initiative sought by or supported by Master Developer or other direct action, of Master Developer ("Home Game Covenant"). Notwithstanding the foregoing, the Home Game Covenant

shall not apply to the following “home games:” international games pursuant to a league-wide program, initiative or series; or “home games” played at other venues as intermittently required or permitted by the league, including exhibition games, and as reflected in the league’s official schedule.

2.13 Recitals and Exhibits. The above recitals and all exhibits hereto are hereby incorporated by reference into this Agreement and acknowledged by each Owner.

2.14 Separate Development Agreements. Master Developer may elect to propose separate agreements with City to govern the construction or development of a particular phase or portion of phase within the Property, including administrative development agreements.

ARTICLE III ROADS AND UTILITIES

3.1 Roads.

3.1.1 *Road Ownership.* Master Developer shall be responsible for constructing, or causing to be constructed, the roadways within the Project necessary for a particular Project Phase. Master Developer shall identify on future subdivision plats for the Property whether individual roadways will be privately owned or dedicated to the City or other governmental entity. If a roadway is dedicated to the City, the Parties may execute, or cause to be executed, a dedication agreement to facilitate the operation of the roadway to accommodate the uses and provisions intended for the Project.

3.1.2 *Road Widths.* The Parties agree that Master Developer might request flexibility in designing road rights of way based on traffic studies to be commissioned by Master Developer and Master Developer shall be allowed to provide alternative transportation uses (i.e. bicycles and pedestrian lanes and paths) outside of the road right of way to create Project-wide transportation systems, provided, however, that Master Developer will provide the City with an overall transportation plan for the Project to ensure adequate access for pedestrians, bicycles, and automobiles throughout the Project, and will, at a minimum, provide pedestrian sidewalks adjacent to all road rights of way, unless otherwise agreed in writing. The Planning Director shall be the land use authority for the City public road widths and connection points proposed by Master Developer for City public roads within the Project and will apply the City’s Street and Intersection Typologies Design Guide in the review of any City public roads within the Project. The City will not apply these or any other standards not imposed by a state adopted fire code to private and other roads not dedicated to the City and the Planning Director shall be the land use authority for any other roads within the Project.

3.1.3 *Blocks.* Any provisions of City Code governing the configuration of city blocks or parcels within a subdivision plat, including the provisions of Section 20.26.080 of the City Code, do not apply to the Project.

3.2 Culinary Water Improvements. Master Developer shall be responsible for constructing and installing the requisite water distribution lines and similar distribution improvements within the Property necessary for City to provide culinary water service to a particular phase of the Project, and capacity created by water improvements built for this Project,

and not paid for by City or its rate payers, shall be reserved for the Project and may be confirmed in a dedication agreement executed by the Parties. Notwithstanding the foregoing, (1) any allocation of capacity in water distribution lines and similar improvements will not create a right in Master Developer to any water rights; and (2) any allocation of such excess capacity that is not being used by the Project, for the water distribution lines and similar improvements will expire in on the twentieth (20th) anniversary of the Effective Date, and such excess capacity will become part of the City's typical water distribution capacity unless otherwise agreed to in a future writing between the Parties.. Except to the extent agreed to in a future reimbursement or similar agreement, Master Developer shall not be required to install transmission, service, or distribution lines (or other significant infrastructure improvements) providing capacity for areas outside of the Property. Master Developer shall ensure that no single use on a parcel or lot within the Project will violate the two hundred thousand (200,000) gallon potable water per day limit as a daily average, over less than a year threshold, as set forth in City Code § 17.16.010.C.3.

3.3 Sanitary Sewer Improvements. Master Developer shall be responsible for constructing and installing the requisite sewer distribution lines and similar improvements within the Property necessary for City to provide sewer service to a particular phase of the Project, and capacity created by sewer improvements built for this Project, and not paid for by City or its rate payers, shall be reserved for the Project and may be confirmed in a dedication agreement executed by the Parties. Notwithstanding the foregoing, any allocation of such excess capacity that is not being used by the Project, for the sewer distribution lines and similar improvements will expire in on the twentieth (20th) anniversary of the Effective Date, and such excess capacity will become part of the City's typical sewer distribution capacity unless otherwise agreed to in a future writing between the Parties. Except to the extent agreed to in a future reimbursement or similar agreement, Master Developer shall not be required to install transmission, service or distribution lines (or other significant infrastructure improvements) providing capacity for areas outside of the Property. Master Developer and City may agree to have Master Developer construct sewer improvements outside of the Project for the benefit of the Project.

3.4 Storm Water Improvements. Master Developer shall manage storm water flows within the Property consistent with the Power District Master Planning Hydrology and Hydraulics Report dated November 26, 2024, prepared by Horrocks Engineering and attached as **Exhibit E**. City agrees to work with Master Developer to approve storm water systems as a Project-wide storm water management plan. City shall not require Master Developer to design or construct new detention or retention facilities to address storm water flows originating from outside the Property, provided, however Master Developer shall install or keep in place conveyance facilities for existing offsite storm water flows existing as of the date of this Agreement. Storm water improvements within the Property shall include the features required by state or federal law to protect water quality.

3.5 Utility Infrastructure/ City Services. As Master Developer develops each phase of the Project the City shall endeavor to expedite the review of utility plans to service each such phase of the Project so that development may proceed in an efficient manner. City covenants to comply with the requirement in Utah Code Ann. § 11-70-206(6)(a) to provide municipal services to the Property within the UFAIR District boundaries as required therein.

3.6 Installation of Public Improvements. All improvements to be publicly dedicated and all connections to the City's existing infrastructure shall be constructed in compliance with City's Current Laws and this Agreement. Subject to compliance with all applicable laws, Master Developer may utilize public infrastructure and improvement districts, or other similar governmental and quasi-governmental entities to construct the Project's infrastructure and improvements, and if such governmental or quasi-governmental entity constructs, maintains, and owns the Project's infrastructure, then the City shall not require that Master Developer provide financial assurances for the applicable improvements.

3.7 City Cooperation. City agrees to cooperate in making available public rights of way for use by utility and service providers within the Property to the extent that such utility and service providers comply with all applicable laws and regulations.

3.8 Jordan River Access. City is the grantee of an easement created by that certain Public Recreation Easement Agreement, recorded July 17, 2015, as Entry No. 12094108 with the Salt Lake County Recorder ("**Access Easement Agreement**") and said Access Easement Agreement provides for a public trail and access over a portion of the Property to the Jordan River area for recreational uses. Subject to a mutually acceptable exchange of property or other good and valuable consideration, the City agrees to consent to the termination of this Access Easement Agreement in connection with executing a future agreement memorializing said exchange. In the event that no mutually acceptable exchange can be reached, the property subject to the Access Easement Agreement cannot be counted towards the open space requirement set forth in the JRF Zone. No term of this Agreement is intended to modify a term in the Access Easement Agreement.

ARTICLE IV DEVELOPMENT PROCESSES

4.1 Planning Coordination and Approval. All subdivision plats and other Development Applications requiring planning approval for the Project will be approved by the City's staff acting as the "land use authority" as that term is defined in Utah Code § 10-9a-103(31), unless a Development Application requires a (i) design review process under Section 21A.32.140(D) or (ii) an approval under Subsection 4.5 below, in which case the land use authority will be the planning commission under the City's Current Laws, unless otherwise agreed by the Parties. The City shall process all such Development Applications, including non-residential applications, consistent with the timing requirements described in Utah Code §§ 10-9a-604.1 and 10-9a-604.2. This section's requirements that the City's staff is the land use authority shall not apply to subdivision amendments that involve closing/vacating public streets or other amendments that require City Council approval under Current City Laws.

4.2 Subdivision Review. The City shall expedite the approval of all subdivision applications and take action thereon within fourteen (14) business days of receiving a complete application. If revisions or supplements are required by the City, then the City shall take action thereon within five (5) business days of receiving any revisions thereto for a change not previously required by a prior comment or redline. The City's subdivision review and approval shall be conducted by the zoning administrator acting as the land use authority. No subdivision plat shall expire unless the City first provides written notice and an opportunity to extend the approval of

any approved plan or plat, but in no event shall a proposed subdivision plat approval extend beyond two years.

4.3 Design Review. The City's design review requirements set forth in Section 21A.37 of the City Code do not apply to the Project, except as may be expressly required by Section 21A.37.060.F of the City Code. The design standards in Section 21A.37.060.F [Design Standards] of the City Code only apply to the face of a proposed building that fronts the City public roadways. All buildings within the Project that do not front a City public road are exempt from all design standards enforced or enacted by the City unless the proposed building is to exceed two hundred (200) feet in height in which case the process and standards described in Section 21A.32.140.D(3) of the City Code apply, but not the provisions of Section 21A.37.060.F unless the building fronts a City public street and will exceed 200 feet. Regardless of height or location the criteria described in Section 21A.37.060.D(3)(b)(ii) do not apply to the Project. Master Developer shall provide periodic updates to City on the private design standards Master Developer is implementing in the Project. Master Developer may cause buildings to be exempt from the fifteen (15) foot maximum setback in Section 21A.32.140.C(1) for up to ten (10) percent by road frontage distance of any parcel or lot to accommodate building articulation, building function, or other design elements as determined by Master Developer. A gas station is allowed in parcels or lots on Redwood Road, subject to complying with the City's gas station regulations that are being considered by adoption by the City Council and are intended to be adopted in the first half of 2025.

4.4 Development Applications. Consistent with the directive of Utah Code § 11-70-206(3)(b)(ii)(A), the City shall expedite the review process for other Development Applications for the Project, including land use applications for each use. Technical Reviews may be subject to Outsourcing in accordance with subsection 4.6 below.

4.5 Conditional Use Permits. City agrees that any conditional use permits shall be approved in accordance with state law and City's Current Laws. City agrees further that no land use authority may impose conditions on a conditional use permit which relate to criteria or detrimental impacts not expressly stated in City's Current Laws. No conditional use permit application shall be the subject to more than one public hearing without the express written consent of the applicant for such permit.

4.6 Outsourcing. Master Developer may request that the City Outsource the review of Technical Reviews to ensure that it is processed on a timely basis. If Master Developer requests that a Technical Review is Outsourced, then instead of the City's standard plan review fee Developer shall pay the actual hourly review cost incurred by the City for such services. Upon completion of the Outsourcing services and the provision by the City of an invoice (with such reasonable supporting documentation as may be provided by the third party reviewer) Developer shall, within ten (10) business days pay such invoice. No permit associated with such Outsourcing shall be issued until such invoice shall be paid in full.

4.7 Processing. In order to ensure that the Development Applications involving a planning approval or consent are promptly reviewed and processed, City will use reasonable efforts to designate one or more staff member(s) within the City's planning department as principal liaisons/specialists on the Development Applications. Within 30 days of the Effective Date Master Developer shall designate one or more staff member(s) as a principal liaison on the Project, and

shall from time to time, upon reasonable request of the City Council, make reports in person to the City Council at regularly scheduled meeting(s) on the progress of the Project.

4.8 Acceptance of Certifications Required for Construction Documents. Any construction documents submitted in connection with a building permit application requiring the signature, endorsement, or certification and/or stamping by a person holding a license or professional certification required by the state of Utah in a particular discipline shall be so signed, endorsed, certified or stamped signifying that the contents of such construction documents comply with the applicable regulatory standards of the particular discipline and the State of Utah. Subject to the requirements of state adopted construction codes, construction documents with the foregoing signature, endorsement, certification or stamp shall be deemed to meet the specific standards of the particular discipline and the State of Utah which are the subject of the opinion or certification. It is not the intent of this section to preclude the normal process of City's "redlining", commenting on or suggesting alternatives to the proposed designs or specifications in the construction documents or to require corrections to comply with applicable City ordinances.

4.9 City Denial of a Development Application. If City denies a Development Application or any permit or determination resulting from Technical Review, then City shall provide a written determination advising the applicant of the reasons for denial including specifying the reasons City believes that the Development Application or permit is not consistent with this Agreement. In the event of a denial, City shall notify Master Developer even if Master Developer is not the applicant. The following provisions shall apply to any such denial:

4.9.1 *Meet and Confer regarding Development Application Denials.* City and applicant shall, within fifteen (15) days of any denial, discuss possible methods of resolving the issues specified in the denial of a Development Application or permit. These discussions will not stay any appeal deadlines, and any party seeking to appeal should file a formal appeal with the City in order to preserve jurisdiction. The Parties may agree to stay the time for a formal appeal hearing on the denial.

4.9.2 *City Denials of Development Applications Based on Denials from Non-City Agencies.* If City's denial of a Development Application is based on the denial of the Development Application by a non-City agency, applicant shall appeal any such denial through the appropriate procedures for such a decision. For purposes of this subsection, all agencies or districts controlled by the City shall be considered part of the City and shall not be considered a non-City agency.

4.10 Mediation of Development Application Denials.

4.10.1 *Issues Subject to Mediation.* Issues resulting from the City's denial of a Development Application or permit may, upon the concurrence of both Parties, be mediated.

4.10.2 *Mediation Process.* If City and applicant mutually agree to mediation, the Parties shall attempt within ten (10) business days to appoint a mutually acceptable mediator with knowledge of the issue in dispute. If the Parties are unable to agree on a single acceptable mediator they shall each, within ten (10) business days, appoint their own representative. These two representatives shall, between them, choose the single mediator. Applicant shall pay the fees of the chosen mediator. The chosen mediator shall within fifteen (15) business days, review the

positions of the Parties regarding the mediation issue and promptly attempt to mediate the issue between the Parties. If the Parties are unable to reach agreement, the mediator shall notify the Parties in writing of the resolution that the mediator deems appropriate. The mediator's opinion shall not be binding on the Parties.

ARTICLE V DEVELOPMENT AND USE STANDARDS

5.1 Building Height. No building within the Project shall exceed the building height limitations established by the JRF Zone. Notwithstanding Table 21A.36.020C of the City Code, but subject to Subsection 21A.32.140.D.4, Master Developer may install flagpoles and light poles at the Stadium up to the maximum building height permitted within the JRF Zone.

5.2 FAA Requirements. The provisions of Section 21A.34.040 do not apply to the Project, provided, however, Developer shall comply with all applicable Federal Aviation Administration (FAA) requirements, including submitting to the FAA proposed development details within the Project for structures intended to be taller than the height calculated in accordance with 14 CFR Part 77 (calculated to be approximately 63' feet at the western most point of the Project). The Project shall eliminate or mitigate any adverse impacts as identified by the FAA in accordance with applicable standards. Nothing in this Agreement creates an aviation easement as that term is used and defined in Utah Code Ann. §§ 72-10-401, et seq..

5.3 Riparian Corridor Consultation. The City and Master Developer agree that the provisions of Section 21A.34.130, and any riparian overlay district or regulations, do not apply to the Project; provided however, that the Fairpark – Jordan River Riparian and Lowland Conservancy District Enhanced Table of Uses attached hereto as **Exhibit C** ("Enhanced Table of Uses") shall apply to any development of the project within one hundred (100) feet of the ordinary high water mark of Jordan River. The City department of public utilities shall consider the access of disabled individuals to the Jordan River in applying the Enhanced Table of Uses to the above described area. In addition, development within the Project shall comply with all federal and state law concerning development in or near the Jordan River. At least sixty (60) days prior to submitting a Development Application to the City to construct any structures, conduct any grading, or modify the banks of the Jordan River in any way within one hundred (100) feet of the ordinary high water mark of the Jordan River, Master Developer shall notify and consult with the City's department of public utilities to review the proposed improvements and ensure that such improvements comply with the Enhanced Table of Uses. The consultation requirement of this section shall include the requirement for a meeting, within fourteen (14) days of notice, with the City's public utilities department to review the plans and proposals submitted with the aforementioned notice. Notwithstanding the foregoing, the Parties agree that the mutual goal of developing the Project is to activate the Jordan River as a safe, family-friendly, and lively gathering area. Thus, in the event that the City's department of public utilities concludes that Master Developer's proposed improvements within one hundred (100) feet of the ordinary high water mark do not comply with the Enhanced Table of Uses, Master Developer may submit a written request for an exception based on the criteria that the proposed activities will not materially impair the water quality of the Jordan River. A request for an exception shall include any renderings or plans for activating that portion of the Jordan River, and the proposed impacts and mitigation of impacts on the Jordan River. The City's department of public utilities will evaluate such exception

request within fifteen (15) days of receipt and if the impacts to the Jordan River can be mitigated in a way consistent with state and federal water quality law, shall approve the exception subject to mitigation conditions to protect the health of the waterway under such state and federal water quality requirements. If the City, acting through the City's department of public utilities, (i) denies an exception request, (ii) indicates that it intends to deny or does deny a proposed use or activity, or (iii) approves a use or activity with condition(s) Master Developer believes are not consistent with protecting the Jordan River under state and federal law, Master Developer may deliver a notice of dispute ("Riparian Dispute") which notice will identify the requested action and Master Developer's understanding of the City's department of public utilities' objection to the proposed use or activity. A Riparian Dispute shall be resolved by binding arbitration in accordance with Section 9.2 hereunder.

5.4 Parking/Outdoor Storage.

5.4.1 *Parking Stall Requirements.* Notwithstanding the parking requirements identified in Table 21A.44.040-A of the City Code, there are no minimum or maximum parking requirements for the uses allowed within the JRF Zone. Master Developer shall provide electric vehicle parking within the Project, but the requirements of City Code § 21A.44.040.C do not apply to the Project.

5.4.2 *Temporary Parking Lots and Outdoor Storage.* Notwithstanding anything in the City's Current Laws to the contrary, Master Developer may maintain the Temporary Parking Lots within the Project for not more than fifteen years, provided that no Temporary Parking Lots shall be located between a building and any City public street, nothing in the foregoing restriction shall prevent or prohibit (i) the location and continuation of surface parking facilities, without requiring landscaping or overhead lighting, for the anticipated Rocky Mountain Power office use to be located as generally depicted on the attached **Exhibit G** or (ii) a service station on Redwood Road. The City shall not require Master Developer to landscape nor provide overhead lighting for a Temporary Parking Lot. Notwithstanding the foregoing, no later than December 31, 2039 all parking lots on the Property shall be surfaced, landscaped, and lit in accordance with the City's Current Laws. Further, Master Developer may maintain Temporary Outdoor Storage in the Project.

5.5 Fencing. The provisions of Section 21A.40.120 do not apply to the Project, except for within yards adjacent to a City public street, provided that any fencing for the Stadium shall be setback at least 15 feet from any City public street and at least 75 feet from the Jordan River. Subject to the foregoing, Master Developer may install fencing throughout the Project as needed.

5.6 General Plan. Notwithstanding anything in the City's Current Laws to the contrary, the provisions of the City's master plan and general plan described in Section 21A.02 of the City Code do not apply to the Project. In reviewing site plans, conditional uses, and all other Development Application, the City shall not review said application for conformity with the objectives and policies of the City's land use master plan(s) and general plan, but nothing in this subsection shall exempt the Project from coordinating with and complying with master plans for the provision of utilities and services in the City.

5.7 Coordination Covenants. Each Party covenants as follows:

5.7.1 *Public Safety.* To coordinate with public safety providers, including state public safety providers, to safeguard users and residents within the district.

5.7.2 *Transit.* To facilitate and support improvements expanding or improving transit service to the UFAIR District, including the Project. Such transit improvements may include platform extensions or reconfigurations to facilitate arrivals to and departures from the district, including the Project, together with possible improvements to make above grade connections to transit platforms.

5.7.3 *North Temple.* To facilitate and support the installation of tunnels or bridges over North Temple to improve connections between State Fair and related properties and those located within the Project.

5.7.4 *East City-Bank Lands.* City to begin the process of declaring as “surplus real property” the parcel owned by City adjacent to the east side of Jordan River within the UFAIR District with the goal of conveying such property to an entity of City’s choice, with a preference for a government-entity owning adjoining land or to the qualified owner, for consideration determined by the City in the City’s sole discretion. Such parcel bears a tax parcel number 08-3537-6001-0000 on file with the Salt Lake County Assessor.

5.7.5 *South Temple.* To cooperate with UFAIR District for a crossing of South Temple over the Jordan River to provide access to and from the Project, to the extent it becomes public for any section.

5.7.6 *Increment Area.* To facilitate and support development of the UFAIR District, the City, or its agencies, shall not impose a tax increment area within the UFAIR District during the term of this Agreement or as otherwise required by law.

5.8 Stadium Events. City and Master Developer shall, at least six (6) months prior to the first event at the Stadium, establish an annual permitting process for events at the stadium which permitting process will address noise mitigation and event timing, and allowing fireworks, drone shows, and other aerial displays at the Stadium.

ARTICLE VI SYSTEM IMPROVEMENTS/UPSIZING

6.1 Upsizing Infrastructure. The City shall not require Master Developer to construct any System Improvements or upsize any of the: (i) roadways from the roadway widths established in Section 3.1.2 above; (ii) onsite culinary water, stormwater, sewer, or similar improvements; or (iii) offsite improvements that are necessary for the Project’s development, unless the City and Master Developer execute a reimbursement or similar agreement pursuant to Section 6.2.

6.2 Reimbursement. If Master Developer is entitled to reimbursement for all or part of any infrastructure that Master Developer constructs, then prior to Master Developer being required to construct any such improvements, City and Master Developer shall enter into a cash reimbursement or pioneering agreement in a form acceptable to the Parties.

ARTICLE VII EXPANSION

7.1 Additional Property. If Master Developer acquires properties immediately adjacent to the Property, or at such other distance as allowed by the UFAIR Act, Master Developer may elect to include such later acquired properties and subject the same to this Agreement, subject to approval by the City Council, which approval shall not be unreasonably withheld, delayed, or conditioned.

7.2 Future Rezone. No later acquired property included within the boundaries administered by the UFAIR District shall be included within the JRF Zone unless subject to a zoning map amendment approved by a legislative act of the City Council, consented to by Master Developer and the Owner thereof.

ARTICLE VIII PUBLIC BENEFITS, ASSIGNMENT AND TRANSFER

8.1 Community/ Public Benefits. Master Developer and its successors shall encourage development in accordance with the community statement attached hereto as **Exhibit F**. In addition, residential dwelling units in the Project shall meet the following two requirements: (i) a minimum of 10% of the dwelling units within the Project shall be designated as workforce housing and restricted to households earning 80% of the area median income and below, pursuant to the rent and income standards established by the Utah Housing Corporation or its successor for the Low Income Housing Tax Credit Program, or such other acceptable methodology agreed to by the Parties, for a total of forty (40) years measured from the Effective Date; and (ii) a minimum of twenty (20) percent of units within the Project shall be family-sized units, with a mix of a minimum of two bedrooms and three bedrooms or more per unit. Residential dwelling units built to satisfy the "family-sized" unit requirement described in subsection (ii) herein need not be restricted to any income level but shall be market rate units unless otherwise designated by Master Developer in the exercise of Master Developer's sole discretion. Master Developer may develop its residential dwelling units at the pace and in the order determined by Master Developer in its sole discretion provided that each phase of development of residential housing will include a portion of workforce housing and family-sized housing to ensure a mix of units in each development. The size and duration of a phase will be determined by Master Developer provided that, by the time that Master Developer applies for its 800th certificate of occupancy for residential dwellings, Master Developer shall submit evidence to the City that it has met the foregoing two dwelling unit requirements as to the first eight hundred (800) residential dwelling units and thereafter shall show compliance at the time of issuance of certificates of occupancy at intervals of one thousand (1,000) residential dwelling units.

8.2 Transfer. If Master Developer assigns, transfers, or otherwise conveys the entire Property or any portion thereof to a subsequent owner, and intends to transfer any of Master Developer's rights and obligations under this Agreement in connection with such transfer, Master Developer shall execute and deliver a "**Transfer Acknowledgment**" in the form attached hereto as **Exhibit B** for the purpose of notifying City of the transfer. Upon delivery of a fully executed Transfer Acknowledgment to the City, the obligations of Master Developer shall automatically be

assigned and assumed to the identified assignee and Master Developer shall be released from the obligations that are assumed by the identified assignee.

8.3 Reservation of Reimbursement Rights. Notwithstanding any provision in City's Current Laws to the contrary, Master Developer reserves unto itself the right to all payments and reimbursements for items constructed within the Property or by Master Developer even if Master Developer sells any portion of the Property to a third-party. Any assignment of the right to receive payments and reimbursements under this Agreement must be in writing, signed by Master Developer, and must include specific details regarding the right or amount of reimbursement transferred to a third party. In the event of a transfer of any reimbursement or payment right under this Agreement, both assignor and assignee must provide written notice to City in accordance with this Agreement. Notwithstanding the foregoing, Master Developer shall not be entitled to retain reimbursements or payments under this Agreement that exceed the actual costs incurred by Master Developer.

ARTICLE IX DISPUTE RESOLUTION

9.1 Default. Except as otherwise expressed herein, in the event of a failure by any Party to comply with the commitments set forth herein, within thirty (30) days of written notice of such failure from the other Party, and the failure by the noticed Party to cure such alleged default or breach within such thirty (30) day period, the non-defaulting Party shall have the right to pursue any or all of the following remedies, which right shall be cumulative:

9.1.1 To cure such default or enjoin such violation and otherwise enforce the requirements contained in this Agreement; and

9.1.2 To enforce all rights and remedies available at law and in equity including, but not limited to, injunctive relief, and/or damages.

9.2 Expedited Arbitration. Master Developer may require a Riparian Dispute to be submitted to binding arbitration before a qualified arbitrator (a "Qualified Arbitrator") under JAMS's Streamlined Arbitration Rules and Procedures. A Qualified Arbitrator shall be a professional with more than ten year's experience with administering, interpreting and/or applying water quality regulations under Utah state and federal clean water regulations. The place of arbitration shall be Salt Lake City, Utah. The Qualified Arbitrator shall decide whether the City's refusal to grant an exception from a riparian regulation, including uses not allowed explicitly in the Enhanced Table of Uses, is required to safeguard the Jordan River under state or federal, not City, clean water regulations. Each Party to the arbitration shall cooperate with one another in the production and discovery of requested documents, and in the submission and presentation of arguments to the Qualified Arbitrator at the earliest practicable date; and the Qualified Arbitrator shall unilaterally decide the Riparian Dispute in a written opinion, after an in person hearing, which shall be conclusive and binding upon them. The Qualified Arbitrator conducting any arbitration shall be bound by the provisions of this Agreement and shall not have the power to add to, subtract from or otherwise modify such provisions. The Qualified Arbitrator is not bound to interpret or apply any City riparian regulation or the Enhanced Table of Uses but is only to determine what is regarded to safeguard water quality under state and federal clean water law and regulations. Unless

a different time period is consented to by Master Developer, a Qualified Arbitrator shall be appointed within fourteen (14) days of Master Developer delivering a notice of Riparian Dispute. All briefing and other materials shall be submitted to the Qualified Arbitrator within thirty (30) days of appointment of the Qualified Arbitrator and a hearing and the ruling of the matter shall be made within another thirty (30) days of the submission of all materials and briefs to the Qualified Arbitrator. The ruling of the Qualified Arbitrator shall be final and not subject to judicial review. The arbitration costs, fees and expenses shall be shared as determined by the Qualified Arbitrator.

ARTICLE X GENERAL MATTERS

10.1 Amendments. Any alteration or change to this Agreement shall be made in a writing executed by Master Developer and City, after approval by the City Council. Master Developer need not obtain the written consent of an owner of any portion of the Property in order to amend this Agreement, unless Master Developer conveys any portion of the Property to a sub developer and has transferred development rights to the same as described in the Transfer Acknowledgment and such amendment materially impacts such sub developer's property rights in a manner not already agreed to between Master Developer and such sub developer.

10.2 Exclusion from Moratoria. The Property shall be excluded from any moratorium adopted pursuant to Utah Code § 10-9a-504 unless such a moratorium is found on the record by the City Council to be necessary to avoid jeopardizing a compelling, countervailing public interest defined in common law or state law.

10.3 No Waiver. Nothing in this Agreement shall be construed as waiving Master Developer's rights under the United States and Utah constitutions, and the land use and development laws of the state of Utah.

10.4 Captions and Construction. This Agreement shall be construed according to its fair and plain meaning and as if prepared by all Parties hereto and shall be interpreted in accordance with Utah law. Titles and captions are for convenience only and shall not constitute a portion of this Agreement. As used in this Agreement, masculine, feminine or neuter gender and the singular or plural number shall each be deemed to include the others wherever and whenever the context so dictates. Furthermore, this Agreement shall be construed so as to effectuate the public purposes, objectives and benefits set forth herein. As used in this Agreement, the words "include" and "including" shall mean "including, but not limited to" and shall not be interpreted to limit the generality of the terms preceding such word. To the extent a general provision of City's Current Laws or Future Laws, or any other law, conflicts with a specific provision of this Agreement or an interpretation necessary to give effect to the Agreement, then this Agreement shall control.

10.5 Laws and Forum. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and assigns, and shall be construed in accordance with Utah law. Any action brought in connection with this Agreement shall be brought in a court of competent jurisdiction located in Salt Lake County, Utah.

10.6 No Third Party Rights. Unless otherwise specifically provided herein, the obligations of the Parties set forth in this Agreement shall not create any rights in or obligations to any other persons or third parties.

10.7 Notices. All notices shall be in writing and shall be deemed to have been sufficiently given or served when presented personally, or delivered by a reputable overnight courier that keeps receipts of delivery (such as UPS or Federal Express), or when deposited in the United States mail, by registered or certified mail, addressed as follows:

City: Salt Lake City
451 South State Street
Salt Lake City, UT 84111
Attention: City Recorder

With a copy to: Salt Lake City
Office of the City Attorney
451 South State Street
Salt Lake City, UT 84111
Attention: City Attorney

Master Developer: LHM DEV E, LLC
9350 South 150 East, Suite 900
Sandy, UT 84070
Attn: Legal Counsel

With a copy to: Snell and Wilmer L.L.P.
15 West South Temple, Suite 1200
Salt Lake City, UT 84101
Attn: Wade R. Budge

Such addresses may be changed by notice to the other Party given in the same manner as above provided. Any notice given hereunder shall be deemed given as of the date delivered or mailed.

10.8 Entire Agreement. This Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof and supersedes any prior promises, representations, warranties, inducements or understandings between the Parties which are not contained herein. It is expressly agreed by the Parties that this Agreement shall govern and facilitate the development of the Property.

10.9 Agreement Runs with the Land. This Agreement shall be recorded against the Property described in **Exhibit A**. The agreements contained herein shall be deemed to run with the land and shall be binding on and shall inure to the benefit of all owners and successors in ownership of the Property, provided that these provisions shall not apply to land that is conveyed, consistent with the UFAIR Act, to State of Utah or its state agencies or political subdivisions created by the UFAIR District unless such governmental entity delivers a notice to the City in writing, provided however, that the Home Game Covenant shall apply to the Stadium regardless of ownership. Successors in title are on record notice of the provisions of this Agreement.

Notwithstanding the foregoing, each successor in title shall accede only to the benefits and burdens of this Agreement pursuant to an assignment by Master Developer which pertain to that specific portion of the Property to which such successor holds fee title or leasehold estate, and shall not be deemed to be the "Master Developer" or a third party beneficiary of any of the rights, interests, or benefits relating to other portions of the Property. Further, some benefits may only be held by the Master Developer as the "qualified owner" as defined by the UFAIR Act. Nothing in this Agreement shall apply to residents or property owners who purchase or occupy dwelling units or commercial spaces within the Project as purchasers or tenants, it being the intent of this Agreement that it governs the development of the Project, not the use by subsequent owners or residents.

10.10 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

10.11 Representation Regarding Ethics. Master Developer represents and warrants that it has not: (1) provided an illegal gift or payoff to a City officer or employee or former City officer or employee, or his or her relative or business entity; (2) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees or bona fide commercial selling agencies for the purpose of securing business; (3) knowingly breached any of the ethical standards set forth in the City's conflict of interest ordinance, Chapter 2.44, Salt Lake City Code; or (4) knowingly influenced, and hereby promises that it will not knowingly influence, a City officer or employee or former City officer or employee to breach any of the ethical standards set forth in the City's conflict of interest ordinance, Chapter 2.44, Salt Lake City Code.

10.12 Estoppel. At any time, and from time to time, Master Developer may deliver written notice to the City requesting that the City certify in writing that, to the knowledge of the City (i) this Agreement is in full force and effect and a binding obligation of the Parties, (ii) this Agreement has been not been amended, or if amended, the identity of each amendment, (iii) Master Developer is not then in breach of this Agreement, or if in breach, a description of each such breach, and (iv) any other factual matter reasonably requested (an "Estoppel Certificate"). The Mayor, or designee, shall be authorized to execute, on behalf of the City, any commercially reasonable Estoppel Certificate requested by Master Developer within fifteen (15) days after written request for such Estoppel Certificate. The City's failure to furnish an Estoppel Certificate within such fifteen (15) day period shall be conclusively presumed that (A) this Agreement is in full force and effect without modification in accordance with the terms set forth in the request; and (B) there are no breachers or defaults on the part of Master Developer. The City acknowledges those identified in a request for a Estoppel Certificate may rely on the Estoppel Certificate or the presumed statement allowed by this subsection.

10.13 Referendum or Challenge. The Parties understand that any legislative action by the City Council is subject to referral or challenge by individuals or groups of citizens, including approval of development agreements and a rezone of the Property. If a referendum or challenge relates to the Salt Lake City Council's approval of this Agreement or the rezoning, and the referendum or challenge is submitted to a vote of the people pursuant to Utah Code Ann. § 20A-7-601, then Developer may deliver a notice of rescission to the City to terminate this Agreement as to the affected portions of the Property. Upon delivery of such notice of rescission pursuant to

this subsection, this Agreement shall automatically terminate, as to the portion identified, whereupon the Parties shall have no further rights or obligations under this Agreement as to the portion identified.

10.14 Force Majeure. Notwithstanding anything to the contrary contained in this Agreement, if a Party shall be delayed or prevented from the performance of any act required by this Agreement within the timeframe that such performance is required hereunder by reason of Force Majeure, performance of such act shall be excused, provided that notice has been given in accordance with this Section 10.15, for a period equivalent to the period of such delay commencing from the date of the occurrence that is the subject of the required notice under this Section 10.15; provided, further, that nothing in this Section 10.15 shall excuse either the City or Master Developer from the prompt payment of amounts due under this Agreement by reason of a change in the economic circumstances of such Party. The delayed Party shall provide written notice to the other of such delay or prevention (resulting from Force Majeure) within thirty (30) days of the delayed Party's actual knowledge thereof, and if the delay is ongoing or intermittent, shall thereafter keep the other Party informed (which may be through meetings, in writing or orally) from time to time of the status of such delay or prevention. Under no circumstances shall the financial inability of Master Developer or City (or its agents), or, in the absence of other factors described in this Section 10.15, generally applicant adverse financial market conditions, be deemed to constitute a Force Majeure event.

IN WITNESS WHEREOF, the Parties have executed this Agreement on December ____, 2024.

[Remainder of Page Intentionally Blank; Signatures Follow]

CITY:

SALT LAKE CITY CORPORATION, a Utah
municipal corporation

ATTEST:


Erin Mendenhall, Mayor

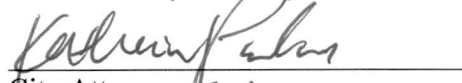

City Recorder

RECORDED

DEC 31 2024

CITY RECORDER

Approved as to form:
Salt Lake City Attorney's Office


City Attorney, *senior*
December 18, 2024

ACKNOWLEDGMENT

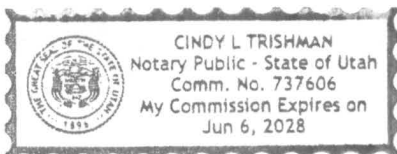
STATE OF UTAH)
 : ss.
County of Salt Lake)

On this ____ day of December 2024, before the undersigned notary public in and for the said state, personally appeared Erin Mendenhall, known or identified to me to be the Mayor of Salt Lake City, who executed the foregoing instrument on behalf of said City and acknowledged to me that said City executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.


Notary Public for Utah

[Signatures Continue on Following Page]




2022

PROPERTY OF SALT LAKE
CITY RECORDER'S OFFICE
P.O. BOX 145515
SALT LAKE CITY, UTAH 84114-5515

MASTER DEVELOPER:

LHM DEV E, LLC,
a Utah limited liability company:

By: LHMRE, LLC
Its: Manager

By: 
Name: Brad Holmes
Title: President

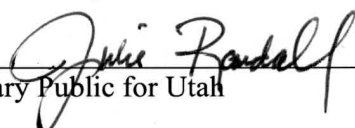
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ACKNOWLEDGMENT

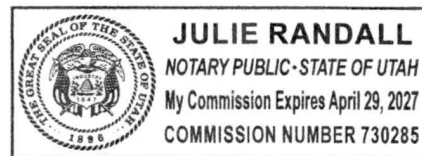
STATE OF UTAH)
 : ss.
County of Salt Lake)

On this 31st day of December, 2024, before the undersigned notary public in and for the said state, personally appeared Brad Holmes, known or identified to me to be the president of the manager of **LHM DEV E, LLC**, a Utah limited liability company.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.


Notary Public for Utah

[Signatures Continue on Following Page]



OWNERS' CONSENT:

Each Owner identified below hereby consents to the portion of the Property owned by such Owner being subjected to this Agreement, and expressly acknowledge Section 2.12 above.

CTP DEV, LLC,
a Utah limited liability company

By: LHMRE, LLC
Its: Manager

By: [Signature]
Name: Brad Holmes
Title: President

CO

ACKNOWLEDGMENT

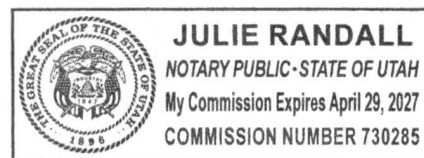
STATE OF UTAH)
 : SS.
County of Salt Lake)

On this 31st day of December, 2024, before the undersigned notary public in and for the said state, personally appeared Brad Holmes, known or identified to me to be the president of the manager of CTP DEV, LLC, a Utah limited liability company.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.

[Signature]
Notary Public for Utah

[Signatures Continue on Following Page]



PACIFICORP,
an Oregon corporation ~~dba Rocky~~
~~Mountain Power and Utah Power &~~
~~Light Company~~

By: Allen L. Berreth
Name: Allen L. Berreth
Its: VP, Operations

ACKNOWLEDGMENT

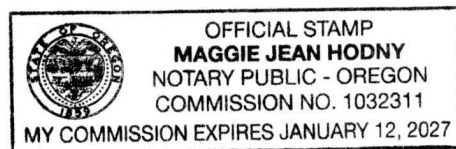
STATE OF ^{Oregon} ~~UTAH~~)
: ss.
County of Multnomah)

On this 30th day of December, 2024, before the undersigned notary public in and for the said state, personally appeared Allen L. Berreth, known or identified to me to be the Vice President of PacificCorp, an Oregon corporation ~~dba Rocky Mountain Power and Utah Power & Light Company~~.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.

Maggie Jean Hodny
Notary Public for ~~Utah~~ Oregon

[Signatures Continue on Following Page]



LHM DEV B, LLC,
a Utah limited liability company

By: LHMRE, LLC
Its: Manager

By: [Signature]
Name: Brad Holmes
Title: President

ACKNOWLEDGMENT

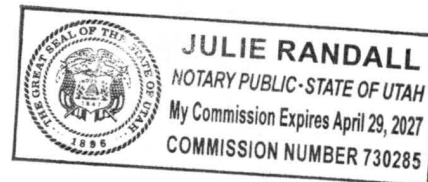
STATE OF UTAH)
 : ss.
County of Salt Lake)

On this 31st day of December, 2024, before the undersigned notary public in and for the said state, personally appeared Brad Holmes, known or identified to me to be the president of the manager of LHM DEV B, LLC, a Utah limited liability company.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.

[Signature]
Notary Public for Utah

[Signatures Continue on Following Page]



LHM DEV C, LLC,
a Utah limited liability company

By: LHMRE, LLC
Its: Manager

By: Brad Holmes
Name: Brad Holmes
Title: President

ACKNOWLEDGMENT

STATE OF UTAH)
County of Salt Lake) : ss.

On this 31st day of December, 2024, before the undersigned notary public in and for the said state, personally appeared Brad Holmes, known or identified to me to be the president of the manager of LHM DEV C, LLC, a Utah limited liability company.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.

Julie Randall
Notary Public for Utah

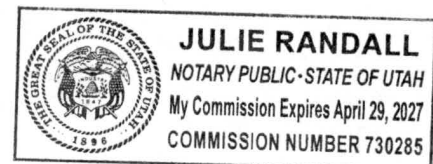


EXHIBIT A
[Legal Description and Map of the Property]

PARCEL 1 (RMP): A parcel of land located in the Southeast Quarter of Section 34 & Southwest Quarter of Section 35, Township 1 North, Range 1 West, Salt Lake Base and Meridian and the Northwest Quarter of Section 2 and Northeast Quarter of Section 3, Township 1 South, Range 1 West, Salt Lake Base and Meridian and is described as follows:

Beginning at a point on the southerly right-of-way line of said North Temple Street, which is 2150.49 feet S. 89°57'10" W. along a monument line and 660.49 feet N. 00°02'09" W. from the Southeast Corner of said Section 34, said point is also 493.35 feet N. 89°58'23" E. along a monument line of North Temple Street and 77.89 feet South from a 1" Brass Rivet described as Point 805 in that Record of Survey filed as S2014-06-0296 in the Office of the Salt Lake County Surveyor; thence along said southerly right-of-way line the following nine (9) courses: 1) N. 89°57'51" E. 627.91 feet; 2) S. 87°24'32" E. 132.35 feet; 3) N. 89°47'31" E. 359.56 feet; 4) S. 35°51'51" E. 11.78 feet; 5) N. 89°59'21" E. 76.00 feet; 6) N. 35°50'33" E. 11.81 feet; 7) N. 87°04'33" E. 99.27 feet; 8) N. 89°57'51" E. 841.90 feet; 9) N. 89°59'36" E. 341.36 feet; thence S. 00°00'30" W. 79.11 feet; thence N. 89°57'51" E. 63.78 feet; thence S. 00°00'30" W. 170.90 feet; thence N. 89°57'51" E. 170.22 feet; thence N. 00°00'30" E. 249.89 feet to said southerly right-of-way line of North Temple Street; thence N. 89°59'36" E. 334.13 feet along said southerly right-of-way line to the westerly right-of-way line of Jordan River described on "Plat 31" of the Salt Lake City Atlas Plats; thence along said right-of-way line the following four (4) courses: 1) S. 12°35'55" E. 298.94 feet to a point of tangency with a 360.00 – foot radius curve to the right, concave westerly; 2) Southerly 167.39 feet along the arc of said curve, through a central angle of 26°38'28" (Chord bears S. 00°43'19" W. 165.89 feet); 3) S. 14°02'33" W. 266.97 feet to a point of tangency with a 2,260.00 – foot radius curve to the left, concave easterly; 4) Southerly 73.40 feet along the arc of said curve, through a central angle of 01°51'39" (Chord bears S. 13°06'44" W. 73.40 feet); thence N. 89°55'23" W. 1,167.32 feet; thence S. 00°10'59" E. 150.78 feet; thence N. 89°48'39" W. 818.48 feet; thence S. 00°08'22" W. 98.66 feet; thence S. 89°29'18" W. 234.66 feet; thence S. 00°46'29" E. 85.82 feet; thence N. 89°54'33" W. 102.02 feet; thence S. 00°21'56" E. 785.06 feet to a northerly right-of-way line of Highway Interstate - 80; thence along said northerly right-of-way the following four (4) courses: 1) N. 76°18'33" W. 322.97 feet; 2) N. 72°28'31" W. 73.47 feet; 3) N. 65°35'15" W. 73.50 feet; 4) N. 61°49'39" W. 776.60 feet; thence N. 05°18'35" W. 162.91 feet; thence N. 89°56'26" E. 982.15 feet; thence N. 00°03'34" E. 519.56 feet; thence S. 89°57'51" W. 1,022.45 feet; thence N. 00°02'09" W. 66.50 feet to the Section Line; thence S. 89°57'51" W. 34.34 feet along said Section Line to the South Quarter Corner of said Section 34; thence N. 00°02'09" W. 33.50 feet along the Section Line; thence N. 89°57'51" E. 499.35 feet; thence N. 00°02'09" W. 626.57 feet to the **Point of Beginning**.

The above-described parcel of land contains 3,195,022 sq. ft in area or 73.347 acres, more or less.

PARCEL 2 (CTP DEV): BEGINNING AT A POINT WHICH IS SOUTH 0°03'34" EAST 66.50 FEET AND NORTH 89°56'26" EAST 36.85 FEET FROM THE NORTH QUARTER CORNER OF SECTION 3, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE ALONG THE EAST LINE OF REDWOOD ROAD SOUTH 0°54'51" EAST 167.96 FEET; AND SOUTH 01°41'39" EAST 300.04 FEET; AND SOUTH 6°48'55" EAST 52.50 FEET; THENCE NORTH 89°56'26" EAST 1001.68 FEET;

THENCE NORTH 0°03'34" EAST 520.00 FEET TO THE SOUTH LINE OF THE SALT LAKE GARFIELD AND WESTERN RAILROAD PROPERTY; THENCE SOUTH 89°56'76" WEST 1020.00 FEET ALONG SAID SOUTH LINE OF RAILROAD PROPERTY TO THE POINT OF BEGINNING.

Approx. 12.101 Ac.

PARCEL 3 (LHM DEV B): Beginning North 00°04'28" East 33.5 feet and North 89°56'26" East 18.21 feet and North 01°08'10" West 476.58 feet from the South quarter corner of Section 34, Township 1 North, Range 1 West, Salt Lake Base and Meridian, and running thence North

01°08'10" West 139.34 feet, more or less; thence East 14.79 feet; thence North 10.70 feet; thence North 89°56'26" East 165.42 feet, more or less; thence South 00°03'08" East 150 feet; thence South 89°56'26" West 177.58 feet to the point of beginning.

Approx. 0.613 Ac.

PARCEL 4 (LHM DEV C): That certain real property located in Salt Lake County, State of Utah, more particularly described as follows:

Beginning at a point 33.5 feet North of the South quarter corner of Section 34, Township 1 North, Range 1 West, Salt Lake Base and Meridian, and running thence North 476.5 feet; thence East 150 feet; thence North 150 feet; thence East 249.25 feet; thence South 250 feet; thence East 100 feet; thence South 376.5 feet; thence West 499.25 feet to the point of beginning.

LESS AND EXCEPTING therefrom a parcel of land as conveyed by that certain Special Warranty Deed, recorded June 14, 2002, as Entry No. 8265327, in Book 8609 at Page 4687, being more particularly described as follows:

Beginning at a point on the East Right of Way line of Redwood Road, said point being North 00°04'28" East 33.50 feet and North 89°56'26" East 18.21 feet and North 1°08'10" West 476.58 feet (476.60 feet measured) from the South Quarter Corner of Section 34, Township 1 North, Range 1 West, Salt Lake Base and Meridian, and running thence North 1°08'10" West along the East Right of Way line of Redwood Road 150.03 feet, more or less, to the South Right of Way line of North Temple Street; thence North 89°56'26" East along said South Right of Way line of North Temple Street 180.42 feet; thence South 0°03'08" East 150.00 feet; thence South 89°56'26" West 177.58 feet to the point of beginning.

Approx. 5.96 Ac.



EXHIBIT B
[Form of Transfer Acknowledgment]
TRANSFER ACKNOWLEDGEMENT

THIS TRANSFER ACKNOWLEDGEMENT is executed and delivered this _____, 20____, (“**Effective Date**”), by LHM DEV E, LLC, a Utah limited liability company (“**LHM**”) and provided to Salt Lake City Corporation, a Utah municipal corporation (“**City**”).

RECITALS

A. LHM entered into that certain Master Development Agreement with City, recorded on _____, as Entry No. _____ in Book _____ at Page ____ of the official records of the _____ Salt Lake County Recorder, State of Utah (the “**Development Agreement**”). Capitalized terms used but not defined herein shall have the meanings given to such terms in the Development Agreement.

B. The Development Agreement vests the use, configuration, densities, and processes related to land in the Power District of Salt Lake City.

C. The Development Agreement designates LHM as a “Master Developer,” with such designation giving rise to various rights, obligations, and duties thereunder.

D. Pursuant to Section 7.1 of the Development Agreement, LHM may assign or transfer “any of the rights and obligations under this Agreement” and in connection with such a transfer is to provide notice on this form to City.

NOW, THEREFORE, pursuant to Section 7.1 the Development Agreement, LHM hereby acknowledges that it has transferred and assigned the following rights, obligations, and duties as a developer under the Development Agreement to _____ (“**Transferee**”), and Transferee hereby acknowledges its acceptance of such rights and assumption of such obligations described below:

1. Summary of Interests Transferred: _____

EXECUTED as of the date first above written.

LHM:

LHM DEV E, LLC
a Utah limited liability company

By: _____
Name: _____
Title: _____

TRANSFeree:

By: _____
Name: _____
Title: _____

CERTIFICATE AND NOTICE OF DELIVERY

I certify that the foregoing acknowledgment was delivered to Salt Lake City on this ____ day of _____, 202_ through the following method of delivery _____.

By: _____

EXHIBIT C

[Enhanced Table of Uses]

LHM Fairpark - Jordan River Riparian and Lowland Conservancy District enhanced table of uses.		
Zone A (0 - 25feet)	Zone B (25 - 50 feet)	Zone C (50 - 100 feet)
Work in these Zones (i.e. within 100 feet of the AHWL of the Jordan River) requires written approval that the work complies with Section 5.3 and this table, unless identified as a permitted activity* This table details modified allowed uses within each Zone.		
	All Zone A Uses, plus the following:	All Zone A and Zone B Uses, plus the following:
	Removal of debris or trees with heavy equipment	Use or development allowed in applicable zoning district.
Herbicide, pesticide and fertilizer application in accordance with best management practices*	Mass Grading and Excavation	
Planting noninvasive vegetation*	Mechanized removal of fallen, dead, or diseased trees	Exceptions not allowed in Zone C:
Maintenance tree pruning*		No commercial parking allowed (parking garages, pay to park)
Manual removal of trash, storm debris, and fallen, dead, or diseased trees*		No Leach fields allowed
Invasive plant removal*		No detention or retention allowed (above or below ground)
Tree removal and replacement*		
Pruning or tree removal within utility easement by responsible entity*		
Minimal Grading as needed for allowed improvements.		
Activities approved by U.S. army corps of engineers or state engineer		
Open patio/deck/plazas/hardscape surfaces		
Walkways/boardwalks/Trails		
New construction or maintenance of access stairs, landscape walls, and paths		
Maintenance of existing irrigation and flood control devices		
Installation of erosion control devices and water quality improvements		
Open fence (allows passage of flood flows)		
Public utilities work		

Illustration A
100 Foot Riparian Corridor

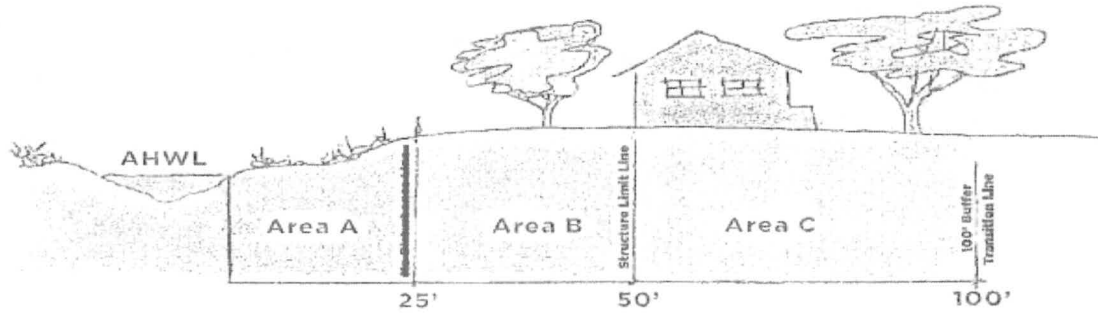


EXHIBIT D
[Intentionally Omitted]

EXHIBIT E
[Hydrology and Hydraulics Memorandum]

POWER DISTRICT MASTER PLANNING

Hydrology and Hydraulics Report

Location:

Power District Development
Salt Lake City, Utah

Prepared for:

Salt Lake City Public Utilities

Date:

November 26, 2024

The purpose of this report is to provide an analysis of the hydrology and hydraulics at the Larry H. Miller Power District Development Site. Assessing the stormwater quantity and quality on-site, as well as its impacts on the Jordan River and other downstream areas, is crucial during the master planning phase of this project. This report informs the future planning, design, objectives, and maintenance of the area's hydraulics and hydrology.



Prepared by Horrocks
4246 S. Riverboat Rd, Ste 200 | SLC, Utah 84123
O. 801.359.5565

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1.0 PROJECT OVERVIEW AND BACKGROUND INFORMATION

Horrocks has been engaged by Larry H. Miller Real Estate to assess the hydrology and hydraulics during the Master Planning phase for the future Power District Development in Salt Lake City. Preliminary hydrology and hydraulic models, along with calculations, were used to evaluate the existing conditions, estimate runoff volumes from redevelopment, size pipe conveyance systems, and design appropriate storage solutions. The Power District site, spanning approximately 200 acres, will be developed in phases. The project boundaries and the existing storm drain system are illustrated in Figure 1-1 (see Appendix B for full-sized versions of all figures.)

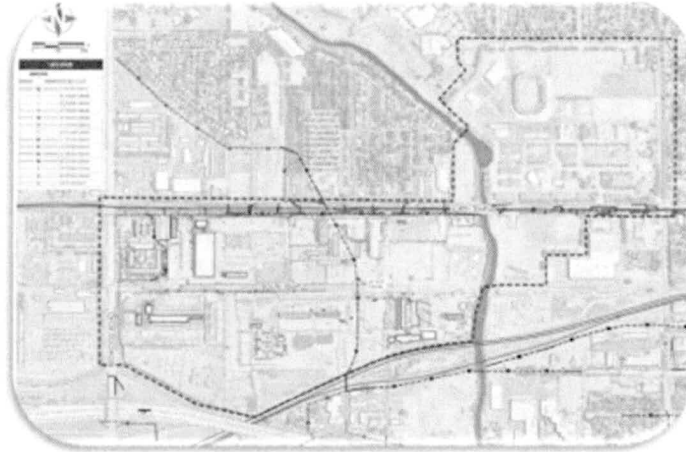


Figure 1-1. Project Boundary and Existing Site Storm Drain System

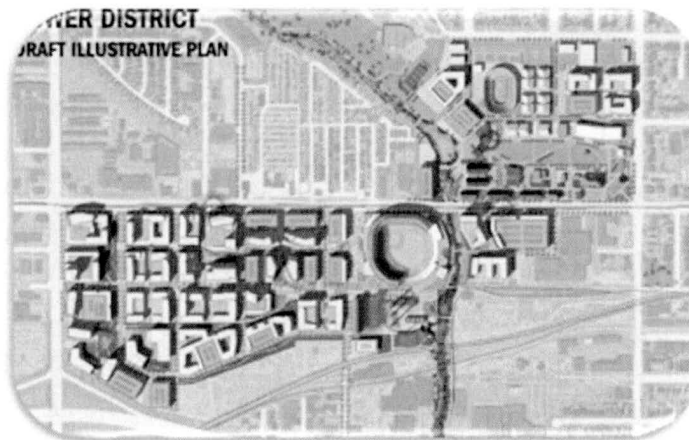


Figure 1-2. Project Boundary and Future Draft Power District Site Rendering

2.0 PURPOSE OF REPORT

This report provides a comprehensive analysis of stormwater management across the entire site. It outlines the existing site conditions and requirements, land cover types, composite Curve Numbers, subbasins, and proposed development blocks. Additionally, the report addresses challenges such as high groundwater levels and other potential obstacles to effective stormwater storage. An analysis of stormwater flow patterns, required detention volumes, discharge locations and recommended low-impact design (LID) measures is also included to support sustainable water management strategies.

3.0 SALT LAKE CITY MS4 REQUIREMENTS

Salt Lake City's Municipal Separate Storm Sewer System (MS4), under UPDES Permit Number UTS000002, includes regulations for both construction and post-construction stormwater discharges. The permit mandates that new developments incorporate measures to retain stormwater on-site and limit off-site discharge, including for rainfall events equal to or less than the 80th percentile rainfall event, or a pre-development hydrologic condition, whichever is smaller. The pre-development condition, as defined by the UPDES Permit UTS000002, refers to the runoff and infiltration that occurred before any development, typically characterized by grasslands with a Curve Number (CN) of approximately 83, resulting in a runoff rate of about 0.2 cfs per acre.

In accordance with Salt Lake City requirements, the retention obligation for the 80th percentile rainfall event applies to individual parcels, rather than the entire project site. As a result, some parcels may require retention while others may be exempt based on site-specific conditions. For this analysis, the Power District Development is divided into blocks, each identified by a letter and number designation. The hydrologic and hydraulic analysis will be presented by block (parcel). Maps showing the block designations are provided in Figure 3-1 and Figure 3-2.

PDES Permit Number UTS000002, along with Salt Lake City Public Utilities policy, also requires on-site stormwater detention. As stated above, the maximum allowable runoff from the site is 0.2 cfs per acre, and so the detention facilities must be sized to meet this requirement. It is also important to note that the current permit will expire on June 21, 2026, and any proposed projects or developments after this date must comply with the new MS4 permit in effect at that time.

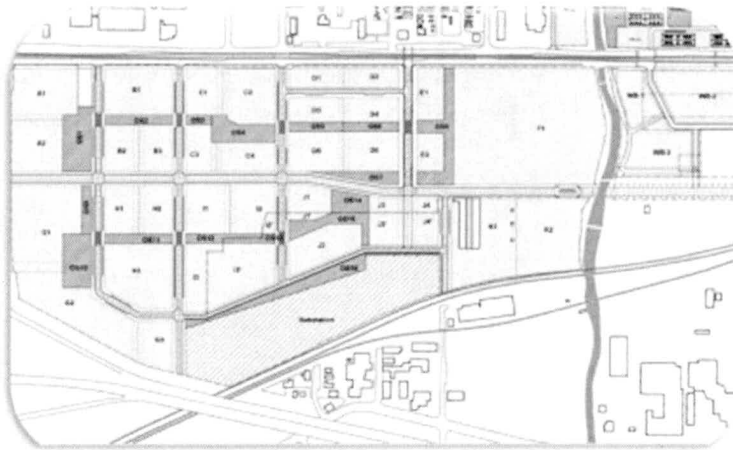


Figure 3-1. Block Designations: Main Power District Site

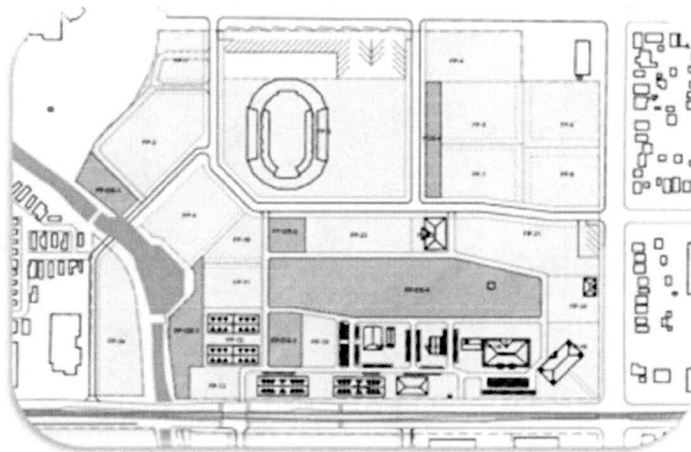


Figure 3-2. Block Designations: Utah State Fair Park Site

4.0 EXISTING SITE CONDITIONS AND CURVE NUMBERS

4.1 Existing Soil Type

The United States Geological Survey (USGS) Web Soil Service categorizes the hydrologic soil type for a majority of the site as "UL" or "Urban Land." Per the Salt Lake City Design and Process Guide, Section 2.2.2, "UL" soil type should be assumed to be a "C" hydrologic soil group (shown in Figure 4-1 as light grey). A smaller portion of the site is categorized as hydrologic soil group "D" according to USGS (shown in Figure 4-1 as red). The USGS Hydrologic Soil Group Map and Table are shown in Figure 4-1 and Table 4-1, respectively and can be found in the appendices.

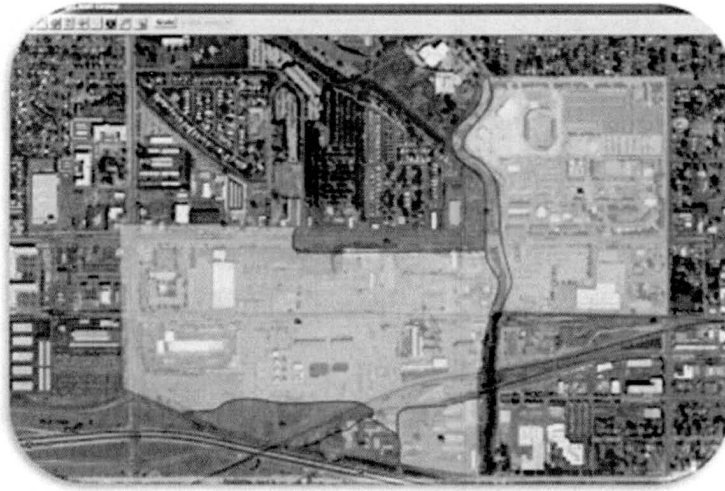


Figure 4-1. USGS Hydrologic Soil Group Map

Summary by Map Unit - Salt Lake Area, Utah (UT612)				
Map unit symbol	Map unit name	Rating	Acres in ADE	Percent of ADE
Ch	Chapman silty clay loam, 0 to 1 percent slopes	D	17.3	5.9%
LCA	Laird silt loam, 0 to 2 percent slopes	D	5.6	1.9%
Ma	Made land		140.2	47.9%
Sa	Saltair silty clay loam, 0 to 1 percent slopes	D	12.9	4.4%
UL	Urban land		109.3	37.4%
W	Water		7.2	2.5%
Totals for Area of Interest			292.5	100.0%

Table 4-1. USGS Hydrologic Soil Group

4.2 Existing Cover Type

In the existing condition, the site cover has been identified as shown below in Table 4-2 and Figure 4-2 below. Based on the provided data the weighted CN value is 94 (See appendices for larger prints)

Cover Type	CN Value	Area (AC)	Percent of Total Area
Impervious	98	136.06	68.6%
Compacted Road Base	89	47.15	23.8%
Lawn, Fair Condition (grass cover 50% to 75%)	79	15.15	7.6%
Weighted Average	94		

Table 4-2. Existing Condition Land Cover and CN Values

Areas defined as impervious for the purpose of this analysis include existing buildings, asphalt pavement, and concrete pavement. The compacted road base material that makes up a significant portion of the existing site has some potential for infiltration. To be conservative, we assigned the road base areas a CN value of 89. Per the USDA TR-55 manual, an SCS Curve Number of 89 is appropriate for a gravel surface with a hydrologic soil group of C. Additional information regarding groundwater elevations is provided in Section 0.

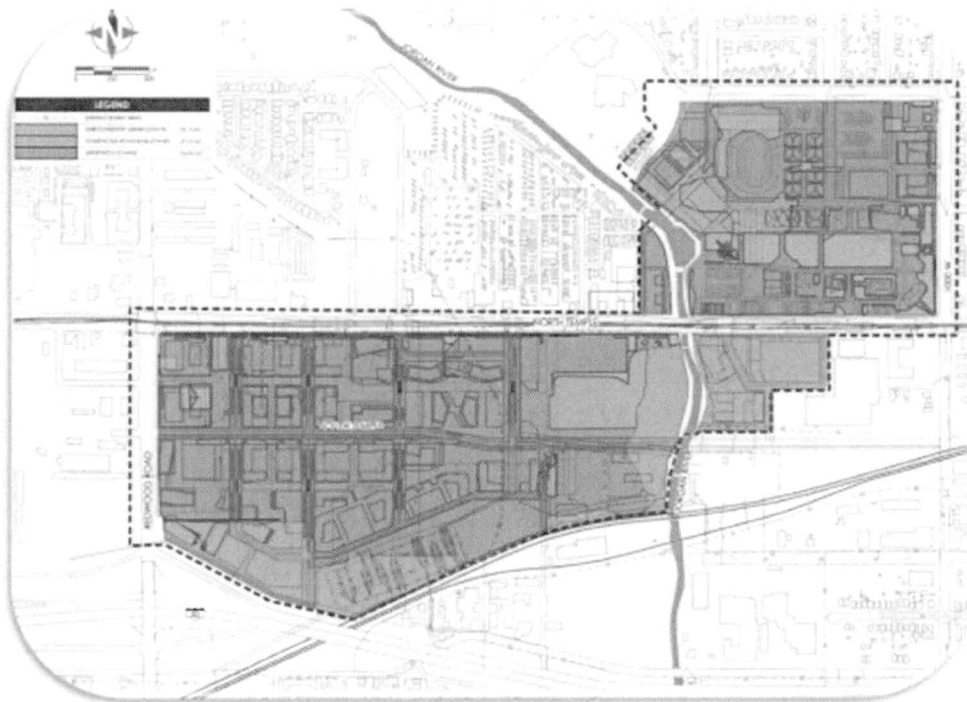


Figure 4-2. Existing Condition Land Cover and CN Values

4.3 Redevelopment Cover and CN Values

The redevelopment of the Power District Site involves an addition of open space areas, which will be new, high-quality landscaping. These areas will have a high potential for infiltration. The resulting post-development condition is shown below in Table 4-3 and Figure 4-3.

Cover Type	CN Value	Area (AC)	Percent of Total Area
Impervious	98	161.82	82%
Lawn, Good Condition (grass cover > 75%)	74	36.53	18%
Weighted Average	94		

Table 4-3. Redevelopment Condition Land Cover and CN Values

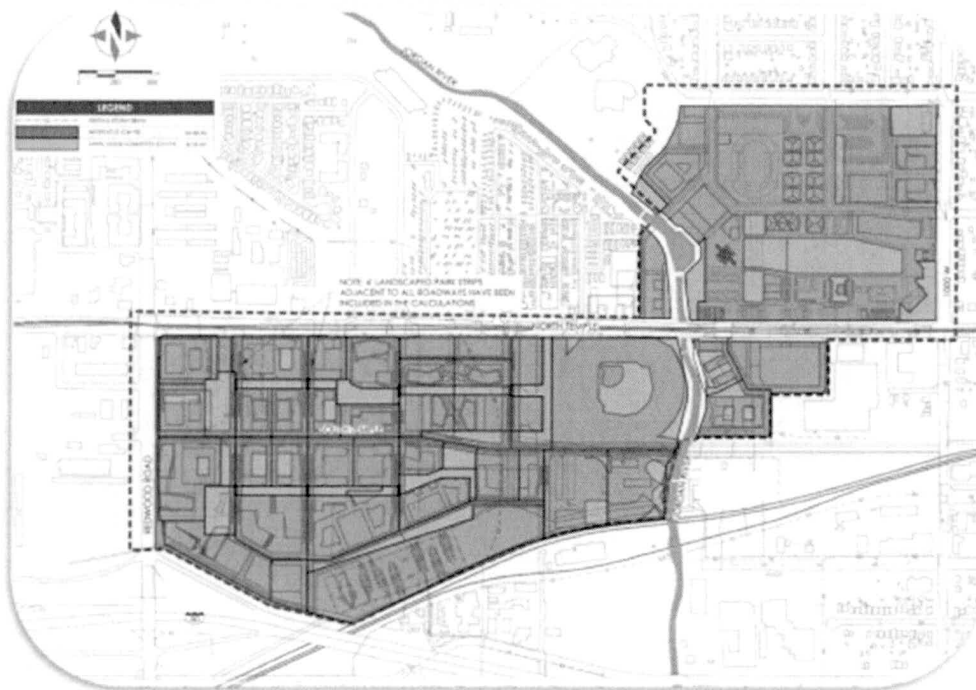


Figure 4-3. Redevelopment Condition Land Cover and CN Values

The future condition and the existing condition of the site have similar overall composite CN values. **Both are approximately 94.** However, the areas within the existing condition have a relatively high CN number, and a lower potential to infiltrate into the soil. The redevelopment condition is a lower CN number, and are assumed to be new, high-quality lawn and landscaped areas, which indicate a higher level of infiltration. Table 5-2 in the following section shows the breakdown of the composite CN values for the future and existing conditions, by subbasin.

5.0 EXISTING AND PROPOSED SUBBASINS

Horrocks delineated the existing condition watersheds of the project area as shown in Figure S-1.



Figure S-1. Existing Condition Drainage Subbasins

The existing condition subbasins are divided into three categories: (1) Basins that outfall to the Salt Lake City public storm drain system, (2) Basins that outfall to the Jordan River, and (3) Flow that is either retained on site or is very flat and mostly ponds on site and evaporates, or very gradually sheet flows offsite. In the figure above, subbasins 1-5, 7, 9, 13, and 15-19 outfall to the Salt Lake City storm drain. Subbasin 6 is "retained," as it flows to a swale on the south side of South Temple with infiltration basins. Subbasins 9, 11, and 12 are very flat areas that lack proper storm drainage infrastructure. These likely pond on site, evaporate, or slowly sheet flow away from the project area. Subbasins 10 and 14 outfalls to the Jordan River.

Note: storm water south of the project site is conveyed through the project site to the North, the elevation of the storm water to the south drives much of the project storm water system and discharge of the project site.

In the redevelopment condition, the project area is divided into 57 blocks, as shown in Figure S-2.

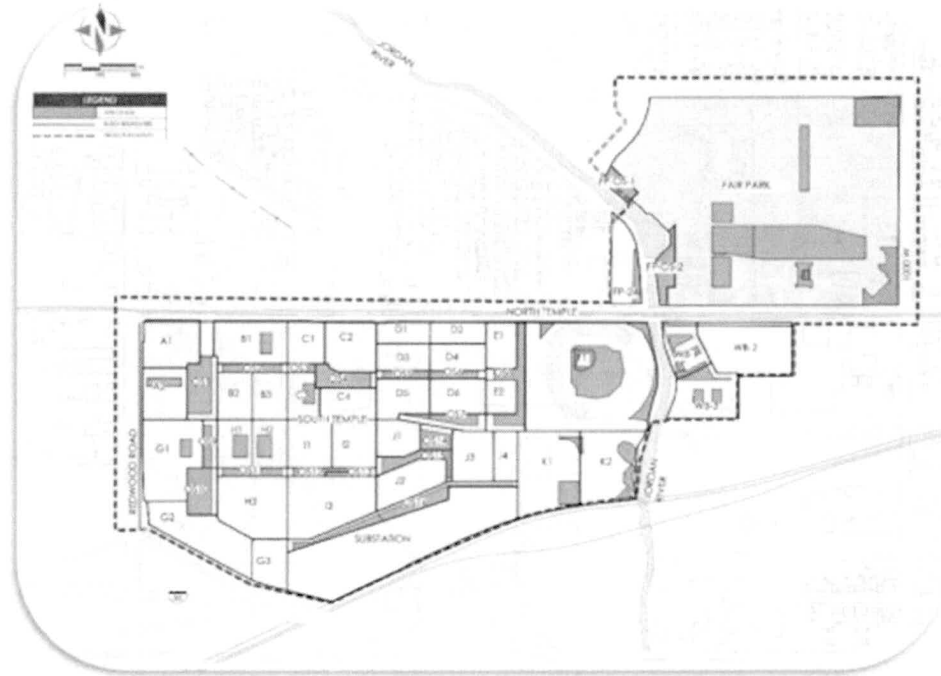


Figure S-2. Future Condition Drainage Subbasins

Subbasin areas were assigned SCS Curve Number (CN) values based on the land use and soil type shown in Section 4.0. A combination of land uses was calculated with a weighted CN value.

Table 5-1 provides the areas of the subbasins, the calculated composite curve number for each subbasin, and the overall composite curve number for the existing condition.

Subbasin	Total Area (ft ²)	Impervious (ft ²) CN=98	Road Base - C (ft ²) CN=89	Grass, fair - C (ft ²) CN=79	Composite CN	Outlet
1	177525	135105	0	42420	93	City system
2	265963	220499	20049	25415	96	City system
3	723979	718226	0	5753	98	City system
4	1028053	769982	232839	25232	95	City system
5	252292	184303	3018	64971	93	City system
6	531422	522911	0	8511	98	Retained
7	418499	401619	0	16880	97	City system
8	980792	14664	921561	44567	89	Retained
9	991203	142265	830040	18898	90	City system
10	308784	0	308784	0	89	Jordan River
11	445254	0	445254	0	89	Retained
12	105209	105209	0	0	98	Retained
13	25272	0	0	25272	79	City system
14	441659	278336	134615	28708	94	Jordan River
15	570214	451927	106319	11968	96	City system
16	191102	166364	10351	14387	96	City system
17	797888	471782	153726	172380	92	City system
18	590744	395514	0	195230	92	City system
19	32452	27660	0	4792	95	City system

Table 5-1. Existing Condition Composite Curve Number Calculation

Table S-2 provides the areas of the blocks, the calculated composite curve number for each block, and the overall composite curve number for the future redeveloped condition.

Block	Total Area (ft ²)	Impervious (ft ²) CN=98	Grass, Good - C (ft ²) CN=74	Composite CN
A1	128,369	128,369	-	98
A2	113,047	96,982	16,065	95
OS1	88,567	20,754	67,813	80
B1	153,466	140,165	13,302	96
OS2	29,469	4,086	25,382	77
B2	80,623	77,251	3,372	97
B3	80,474	77,102	3,372	97
C1	77,248	75,448	1,800	97
C2	123,210	121,170	2,040	98
OS3	11,700	2,040	9,660	78
OS4	53,851	3,780	50,071	76
C3	70,545	55,809	14,736	93
C4	86,776	83,080	3,696	97
D1	56,608	55,768	840	98
D2	59,461	58,543	918	98
D3	69,179	68,069	1,110	98
D4	71,616	70,512	1,104	98
OS5	22,420	2,040	20,380	76
OS6	23,320	2,940	20,380	77
D5	97,668	95,112	2,556	97
D6	95,294	93,824	1,470	98
OS7	54,879	24,604	30,274	85
E1	69,976	68,014	1,962	97
OS8	88,558	17,539	71,019	79
E2	50,360	48,962	1,398	97
F1	674,777	520,038	154,739	92
G1	214,302	202,120	12,182	97
G2	190,815	188,913	1,902	98
OS9	33,498	13,210	20,288	83
OS10	69,142	11,190	57,952	78
G3	81,125	77,603	3,522	97
H1	82,253	63,297	18,956	92
H2	82,211	63,255	18,956	92
OS11	29,425	4,075	25,350	77
H3	197,431	189,973	7,458	97
I1	104,130	100,290	3,840	97
I2	104,207	100,367	3,840	97
OS12	22,756	2,042	20,714	76
OS13	14,500	2,043	12,457	77
I3	228,052	220,012	8,040	97
J1	72,937	69,541	3,396	97
OS14	37,542	7,881	29,661	79
OS15	46,498	4,899	41,599	77
J2	110,787	106,197	4,590	97
J3	101,880	100,170	1,710	98
J4	59,327	56,249	3,078	97
K1	241,093	205,708	35,385	94
K2	197,273	156,842	40,431	93
OS16	108,708	30,147	78,561	81
SUBSTATION	569,935	566,995	2,940	98
WHITE BALLFIELDS				
WB-1	91,280	62,651	28,629	90
WB-2	225,271	213,499	11,772	97
WB-3	147,127	112,325	34,803	92
FAIRPARK				
FP-24	104,896	85,201	19,696	93
FAIRPARK	2,463,951	2,020,014	443,938	94
FP-OS-1	28,067	-	30,077	79
FP-OS-2	46,082	-	46,082	74
TOTAL				
TOTAL	8,637,982	7,048,711	1,591,281	93

Table S-2. Future Condition Composite Curve Number Calculation

The site was modeled in Autodesk Storm and Sewer and proposed storm drain routing is shown above in Figure 5-3 below. A large portion of the project area is routed towards a 36" pipe that runs north on 1460 West St. This pipe continues offsite, where it crosses North Temple St, then will be bored under the UTA TRAX Green Line, and finally continues north until it ties in at outfall A. Outfall A is an existing 36" line that continues west in to an existing canal. The project site and North Temple street currently connect to the same location a short distance further upstream. Downstream, the canal outfalls to City Drain which eventually empties in to the Great Salt Lake. Outfalls B, C, D, E and F route through water quality boxes, and then outfall in to the Jordan River. Downstream of the Jordan River is the Great Salt Lake.

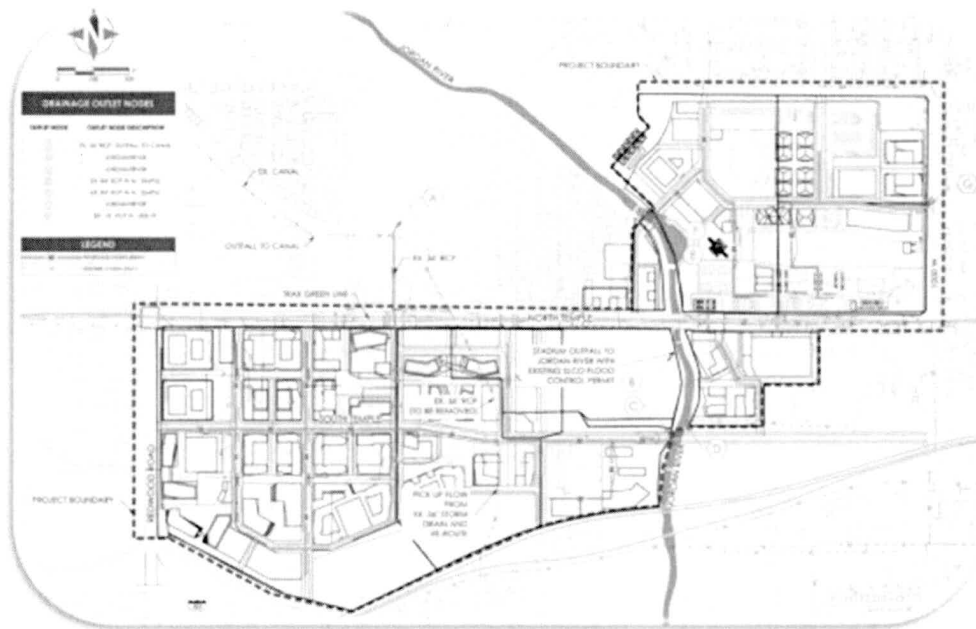


Figure 5-3. Future Condition Storm Drain Routing and Outfall Locations

6.0 GROUNDWATER AND FEASIBILITY OF STORMWATER RETENTION

Groundwater at the project site is shallow, and there is some indication that contamination is present in certain areas. Borings have been performed by AGEC on the eastern part of the site as part of the investigation in to the previously planned location of the Rocky Mountain Power (RMP) Headquarters building. Separately, borings were performed on the western part of the site as part of Tetra Tech's Environmental Site Assessments (ESAs). Figure 6-1 shows the data for both sets of borings. Groundwater at the project site is as shallow as 5.15 feet. One of the primary concerns with shallow groundwater is that underground stormwater storage facilities constructed in these areas would not allow for any infiltration.

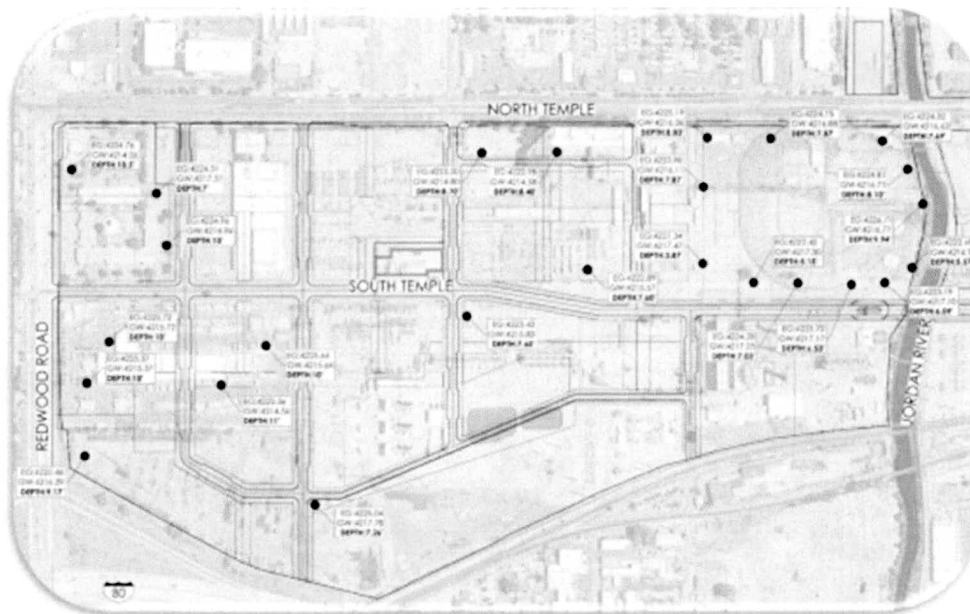


Figure 6-1. Groundwater Elevations

According to the Utah Department of Environmental Quality's (DEQ) *A Guide to Low Impact Development within Utah*, the 80th percentile volume is the volume of runoff generated within a project's limits of disturbance over a 24-hour period during the 80th percentile storm event or a predevelopment condition, whichever is less. This volume is the retention goal for the project. Beginning on p. 28 of the guide, the Utah DEQ details technical infeasibilities which may prevent Best Management Practices (BMPs) from being installed at the project site. In these cases, "the site is not required to retain the full project volume retention goal" (p. 28). Technical infeasibilities can be related to depth to the historical high groundwater, soil conditions, project boundaries, economic factors, or other reasons. Bioretention, infiltration, or detention may be infeasible in cases of: "high groundwater that does not allow for the minimum separation between the bottom of the BMP and the water table," and "poorly infiltrating soils." Additionally, it is not advisable to provide retention at locations with known groundwater contamination, high groundwater, and poor soils. This can lead to degraded water quality, standing water, vector issues, algae, flooding, failed soils, and "other issues which can compromise the integrity of groundwater or adjacent receiving waters" (p. 28).

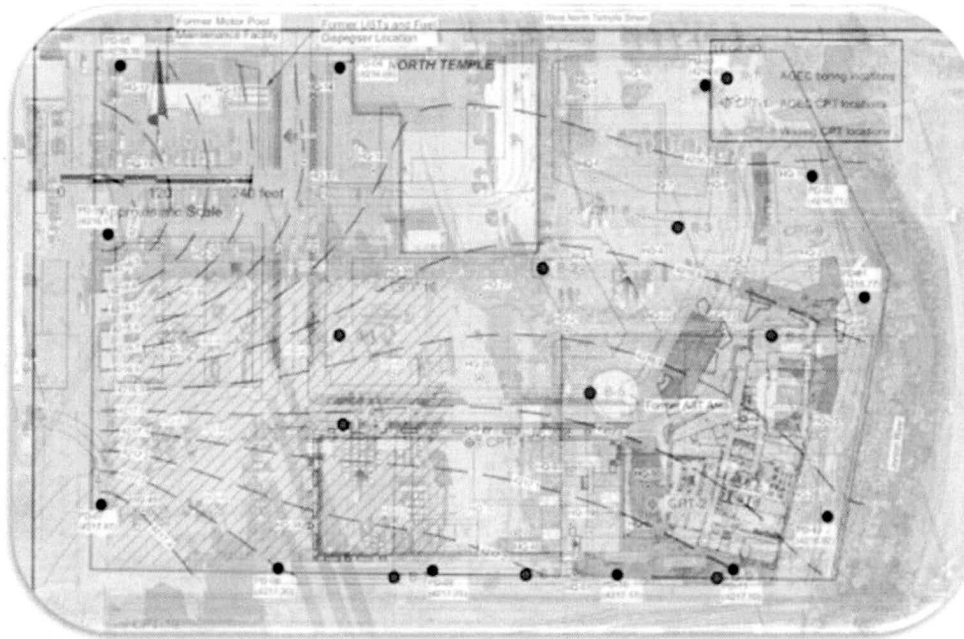


Figure 6-2. Groundwater Contours at the Previous RMP Headquarters Site

For additional information on the groundwater level investigation, refer to APPENDIX A: Geotechnical Consultation - Design Water Level, a document which was produced by Applied Geotechnical Engineering Consultants, Inc. (AGEC) in April of 2023. This report was produced as a design recommendation for the previous RMP headquarters site, which is within the boundaries of the Power District Development. Per this document, subsurface water depths were measured between 4.4 and 9.3 feet below the ground surface on August 9, 2022. Historic well data obtained by AGECE indicated that the "subsurface water level at the site will fluctuate over time and could potentially reach the original ground surface." Furthermore, the document recommends that a "design" or potential water elevation of approximately 4223 feet be considered for the project." Placing stormwater retention below 4223 would likely result in a storage facility that would fill with water regardless stormwater runoff, preventing proper infiltration in to the soil.

In addition to high groundwater elevations, groundwater contamination has been documented in some specific areas of the site. Some of these contaminants are naturally occurring, and some may be due to the old South Temple landfill, or other previous land uses such as the ABF trucking depot. At the former ABF site (55 S Redwood Rd), there is a diesel plume floating on the water table which flows to the northwest. Remediation of hydrocarbons in the soil will be required, and no retention or detention will be placed in this area. On the Rocky Mountain Power parcels, some areas have concentrations of lead and arsenic above the Environmental Protection Agency (EPA) screening levels. Other areas have some localized asbestos fill, or heavy metals such as cadmium and chromium in the soil and groundwater. The Utah Low Impact Design (LID) manual referenced above advises that in areas with known groundwater contamination, "[r]etention at these locations is not advised, as it has the potential to mobilize contaminated groundwater and degrade down-gradient groundwater or drinking water quality. Pollutants can become concentrated within the soils at BMP locations, which may further exacerbate existing groundwater contamination. Installing BMPs without consideration to geotechnical conditions such as high groundwater and poor

soils can lead to a failed BMP that results in degraded water quality that in turn interacts with groundwater and receiving waters" (p 29). In sum, shallow groundwater and some localized contaminants make for a less than ideal location for stormwater retention. These facilities, if installed, would likely fail to function properly. We strongly recommend against installing stormwater facilities which would retain the 80th percentile storm at the Power District Site.

7.0 STORMWATER ANALYSIS

Horrocks calculated a 100-year, 3-hour Farmer-Fletcher storm distribution for the drainage design. The 100-year, 3-hour Farmer-Fletcher storm is the storm required by Salt Lake City Public Utilities to determine peak runoff volumes and storage volumes. Hydrology and hydraulics were calculated and modeled within Autodesk Storm and Sanitary Analysis 2024 (SSA). Horrocks measured flow along each watershed and determined an approximate time of concentration within SSA using the SCS TR-55 method.

Storm	Hydrograph	Duration	Min. Time of Concentration (min)	NOAA Rainfall Depth (in)
100-YR	Farmer Fletcher	3-hr	5.00	1.87

Table 7-1. Model Parameters

Horrocks developed two high-level hydraulic models in SSA for the Master Planning Phase of the Power District Redevelopment: one for the existing condition, and one for the future condition. These analyses were performed to determine the peak discharge and total runoff volumes across the site. The future condition model was used to calculate the required detention storage volumes. Table 7-2 shows the peak discharge and total runoff volume for the existing condition, split by the outfall location: Salt Lake City Public Utilities' storm drain system, the Jordan River, or onsite.

	Peak Runoff (cfs)	Max. Volume (ft ³)	Max. Volume (ac-ft)	% of Total
Flow to City System	446.0	654,216	15.0	71.3%
Flow to Jordan River	48.6	70,428	1.6	7.7%
Flow Ponded or Retained	131.5	192,941	4.4	21.0%
Total	626.1	917,585	21.1	100.0%

Table 7-2. Existing Condition Runoff and Outfalls

As described in Section 3.0, the future condition analysis was divided into 57 "blocks," as the parcels for the Power District Development have not yet been subdivided. In the future condition SSA model, an orifice was sized for each block to restrict the outflow to a maximum of 0.2 cfs per acre. Then a storage node was connected to each orifice and sized appropriately to detain the runoff. Table 6-3 shows the results of the future condition analysis. The storage volume required for each block is shown. Since we are taking a site-wide approach to stormwater management, these facilities may or may not be divided to this level and placed on each future parcel. To accommodate this site-wide approach, Table 7-3 also lists a detention volume per "combined block," a small region within the site which may contain a stormwater management facility shared by multiple parcels.

Block	Area (ft²)	Outflow (cfs)	Storage Volume (cf)	Combined Block	Detention Volume per Combined Block (cf)
A1	128,369	0.59	14,000	A	23,975
A2	113,067	0.52	8,375		
OS1	88,567	0.41	1,600		
B1	153,466	0.70	14,050	B	30,825
OS2	29,469	0.14	275		
B2	80,623	0.37	8,250		
B3	80,474	0.37	8,250	C	36,100
C1	77,248	0.35	7,850		
C2	123,210	0.57	13,500		
OS3	11,700	0.05	400		
OS4	53,851	0.25	375		
C3	70,545	0.32	5,250		
C4	86,776	0.40	8,725	D	51,825
D1	56,608	0.26	7,750		
D2	59,461	0.27	6,575		
D3	69,179	0.32	7,500		
D4	71,616	0.33	7,650		
OS5	22,420	0.10	200		
OS6	23,320	0.11	125		
D5	97,668	0.45	9,875	E	13,750
D6	95,294	0.44	10,350		
OS7	54,879	0.25	1,800	F	48,750
E1	69,976	0.32	7,100		
OS8	88,558	0.41	1,500		
E2	50,360	0.23	5,150	G	44,550
F1	674,777	3.10	48,750		
G1	214,302	0.98	21,325		
G2	190,815	0.88	20,875	H	31,310
OS9	33,498	0.15	950		
OS10	69,142	0.32	900		
G3	81,125	0.37	500	I	42,930
H1	82,253	0.38	5,475		
H2	82,211	0.38	5,475		
OS11	29,425	0.14	360	J	36,400
H3	197,431	0.91	20,000		
I1	104,130	0.48	10,350		
I2	104,207	0.48	10,350	K	32,250
OS12	22,756	0.10	195		
OS13	14,500	0.07	110		
I3	228,052	1.05	21,925	SUBSTATION	61,550
J1	72,937	0.33	7,375		
OS14	37,542	0.17	650		
OS15	46,498	0.21	500	SUBSTATION	61,550
J2	110,787	0.51	10,925		
J3	101,880	0.47	11,050		
J4	59,327	0.27	5,900	SUBSTATION	61,550
K1	241,093	1.11	19,250		
K2	197,273	0.91	10,500		
OS16	108,708	0.50	2,500	SUBSTATION	61,550
SUBSTATION	569,935	2.62	61,550		
White Ballfields					
WB-1	91,280	0.42	5,300	WB	40575
WB-2	225,271	1.03	26,500		
WB-3	147,127	0.68	8,775		
Fairpark					
FP-24	104,896	0.48	7,600	FAIRPARK	195,200
FAIRPARK	2,463,951	11.31	194,525		
FP-OS-1	28,067	0.13	275		
FP-OS-2	46,082	0.21	400	FAIRPARK	195,200

Table 7-3. Redevelopment Runoff and Calculated Storage Volumes

8.0 FEASIBILITY OF STORMWATER DETENTION

The improvement in the quality of landscaped ground cover during redevelopment will decrease the peak discharge for the site. Table 8-1 shows a summary of the existing condition and future condition stormwater analysis. The overall future condition runoff volume will be similar to the existing condition. To reduce the discharge volume and meet the required maximum of 0.2 cfs per acre (39.7 cfs total), underground stormwater detention will be provided within the project boundary. As discussed in Section 0, a major difficulty in storing stormwater on the Power District site is shallow groundwater. Groundwater elevations have been historically shown to fluctuate during the year, with the potential to be at the existing surface elevation. Future underground stormwater detention facilities, such as ACO StormBrixx or ADS StormTech chambers, may reach about 6.5 feet in depth at a minimum (4 feet of detention with a minimum 2.5 feet of cover). Storage chambers must be placed strategically on the site where groundwater conditions are appropriate. The total detention volume required for the project site is shown in Table 8-1 as approximately 697,590 ft³. This storage volume would reduce the total runoff to the required maximum runoff of 39.7 cfs for the 100-year, 3-hour Farmer Fletcher design storm.

	0.2 cfs/ac Discharge (cfs)	Total Runoff Volume, before Detention (cf)	Total Storage Volume (cf)	Total Runoff (cfs)
Existing Condition Results	39.7	917,585	Unknown	626.1
Future Condition Results	39.7	917,776	697,590	39.7

Table 8-1. Summary of Results

Considering the site conditions discussed in this report, including shallow groundwater, localized groundwater contamination, and overall flat existing grades throughout the site, we recommend that the detention volume required be lowered from the calculated volume of 697,590 ft³. To account for a lower volume detained in structural BMPs, other Low-Impact Development (LID) measures such as bioswales with check dams, bioretention cells, tree box filters, and pervious pavers should be integrated in to the design to slow the flow of runoff and further increase the amount of infiltration across the site. Further investigation in to the appropriate use of specific LID measures will be provided in the future technical drainage studies performed for the individual parcels or buildings.

9.0 CONCLUSIONS

Horrocks determined the land cover type and soil conditions for the existing and future conditions of the Power District Site. The percentage of landscaped area will be increased from approximately 8% to an estimated 18% during redevelopment, resulting in an overall increase in the quality of ground cover, and a higher rate of infiltration. SSA was then used to create stormwater models of the existing and future conditions. The existing condition model shows a peak runoff of 626 cfs, and a maximum volume of approximately 918,000 cf, although about 21% of this flow is estimated to pond or be retained on site. The future condition model results show a lower peak discharge during the design storm and will require a stormwater storage volume of about 697,590 cf to meet Salt Lake City's requirement of a maximum runoff of 0.2 cfs per acre.

Stormwater retention on site that meets the requirements of the 80th percentile storm is not feasible due to shallow groundwater that has the potential to rise to the existing ground surface elevations, localized groundwater contamination, and poorly infiltrating soils. Future technical drainage studies for the individual sites located within the Power District development will look carefully at alternative methods of slowing the flow of runoff using the Utah LID manual for non-structural BMP measures. Underground stormwater storage locations will be placed strategically to avoid locations which would impair the proper functioning of these facilities. The site-wide approach used in this hydrology and hydraulics analysis will be implemented to provide ideal locations for storage, which may include a single storage location to be utilized by multiple future parcels.

AGEC

Applied GeoTech

April 5, 2023

FFKR Architects
730 West Pacific Avenue
Salt Lake City, Utah 84104

Attention: Elizabeth Morgan EMAIL: Emorgan@ffkr.com
Jessica Hoffman EMAIL: jhoffman@ffkr.com

Subject: Geotechnical Consultation - Design Water Level
Proposed Headquarters and ESB Structures
Rocky Mountain Power Facility
1407 West North Temple
Salt Lake City, Utah
Project No. 1220281

Team:

Applied Geotechnical Engineering Consultants, Inc. (AGEC) conducted a geotechnical investigation for the proposed headquarters and ESB structures to be constructed at the Rocky Mountain Power (RMP) facility at 1407 West North Temple in Salt Lake City, Utah. We presented our findings and recommendations in a report dated September 22, 2022 under AGEC Project No. 1220281. Subsequently, we were requested to provide additional consultation with respect to the "design water level" for the project.

PROPOSED CONSTRUCTION

We understand that the ESB building is planned to have a finish floor elevation of approximately 4226.5 feet with a base isolation moat floor near elevation 4220 feet. The HQ building is planned to be constructed along the east side of the site with a finish floor elevation of 4226.85 feet.

Ground surface elevations across the site vary from approximately 4223 to 4227 feet.

SUBSURFACE WATER

As presented in the above-referenced report, subsurface water was measured at depths ranging from approximately 4.4 to 9.3 feet below the ground surface on August 9, 2022. These water measurements represent a range of water elevations of approximately 4215.8 to 4219.6 feet. The AGEC borings were backfilled with soil and the piezometers filled with bentonite chips following the August 2022 measurements per request of RMP thus preventing additional water measurements.

Recently, we were provided with subsurface water level information obtained by Hill West Environmental during their environmental study of the site. Table 4 in the Hill West report indicates that the depth to water at their respective monitoring locations ranges from 5.9 to 10.1 feet below the ground surface when measured on November 14, and 15, 2022. The report indicates that groundwater elevations range from 4216.1 to 4217.5 feet.

Figure 5 in the Hill West report presents groundwater contour information based on the November 2022 measurements. Using the groundwater contour information, the estimated subsurface water elevation at each of the AGEC boring locations ranges from 4216.7 to 4217.2 feet.

Comparing the November 2022 subsurface water levels estimated from the Hill West data with the August 2022 measured subsurface water levels at the nine AGEC boring locations indicates that water levels at seven boring locations have lowered up to approximately 2½ feet over this time period. The data indicates that the water level raised up to approximately 1½ feet over the same time period.

HISTORIC WATER LEVELS

Water well histories were obtained from the United States Geological Survey (USGS) for wells in the area with measurements available over an extended period of time. Information was obtained for three wells located within 3 miles of the project site. One of these wells, a shallow well located approximately 1.1 miles north-northeast of the site, has been measured from 1982 to present. The well data over this time period indicates a general decrease in water levels on the order of 1 to 3 feet between the months of August and November. The decrease in water levels established from the AGEC (August 2022) and Hill West (November 2022) data is consistent with the general trend of the well data over this period.

The well data also indicates that water levels in March, April and May generally fluctuate (rise) on the order of 3 to 6 feet above the August through November measurements. Thus, we anticipate that water levels will likely rise above the August and November 2022 measured water levels.

CONCLUSIONS

Based on the subsurface water information presented above, our understanding of the proposed construction and our experience in the area, the following conclusions and recommendations are given:

1. Subsurface water levels will fluctuate over time, both seasonally and long-term. The water levels may also be influenced by water level changes in the adjacent Jordan River.
2. Based on the information presented above, it is our professional opinion that subsurface water level at the site will fluctuate over time and could potentially reach the original ground surface. It is our professional opinion that a "design" or potential water elevation of approximately 4223 feet be considered for the project.

LIMITATIONS

This letter has been prepared in accordance with generally accepted geotechnical engineering practices in the area for the use of the client. The conclusions and recommendations are based on the information presented above. Variations in the subsurface soil and water conditions may not become evident until additional exploration or monitoring is conducted. If the proposed construction, subsurface conditions or groundwater level is found to be significantly different from what is described above, we should be notified to reevaluate the recommendations given.

Sincerely,

APPLIED GEOTECHNICAL ENGINEERING CONSULTANTS, INC.



Christopher J. Beckman, P.E.

Reviewed by JEN, P.E., D. GE.

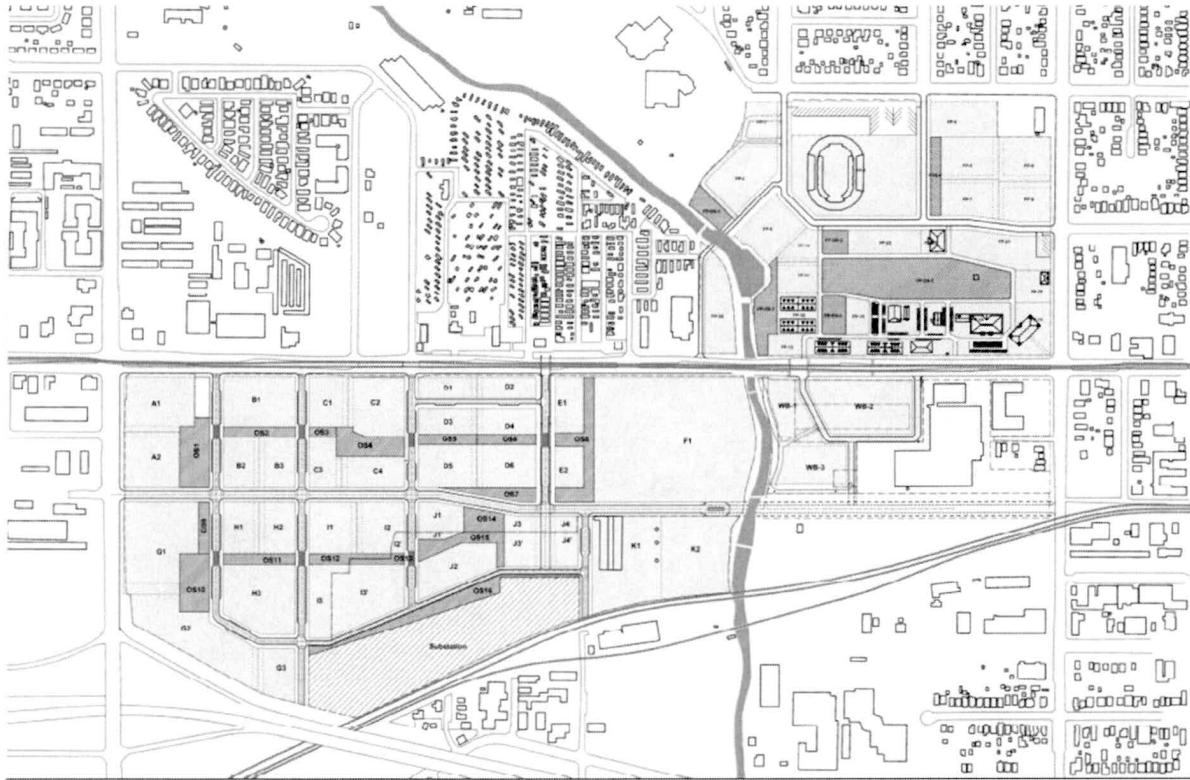
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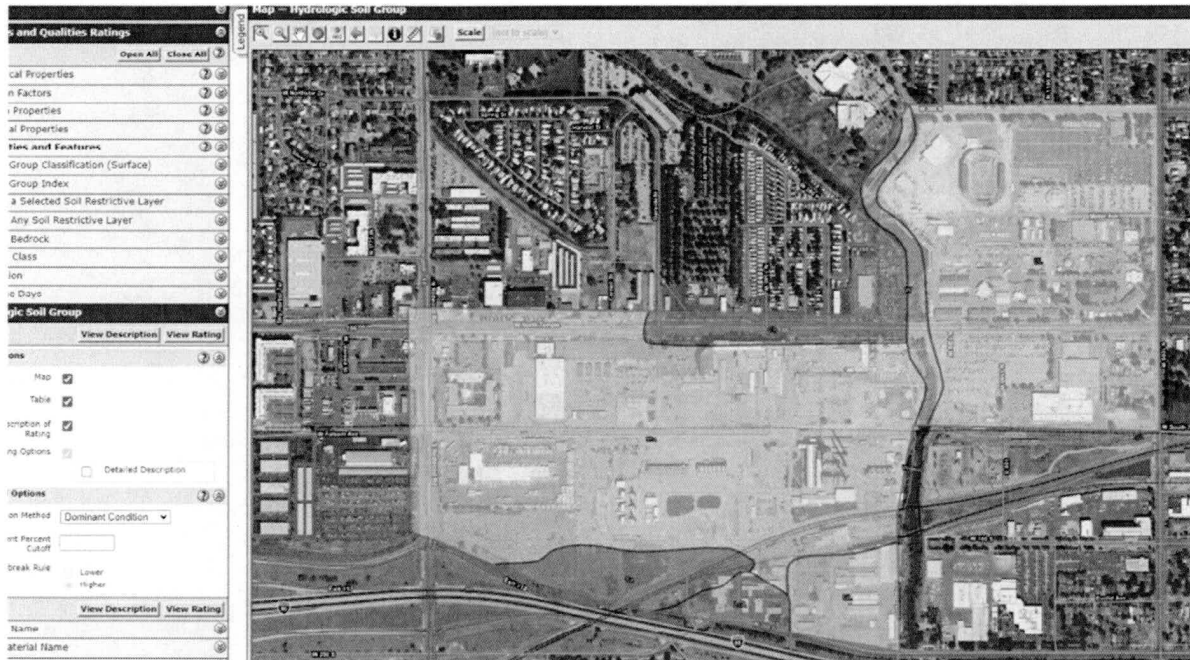
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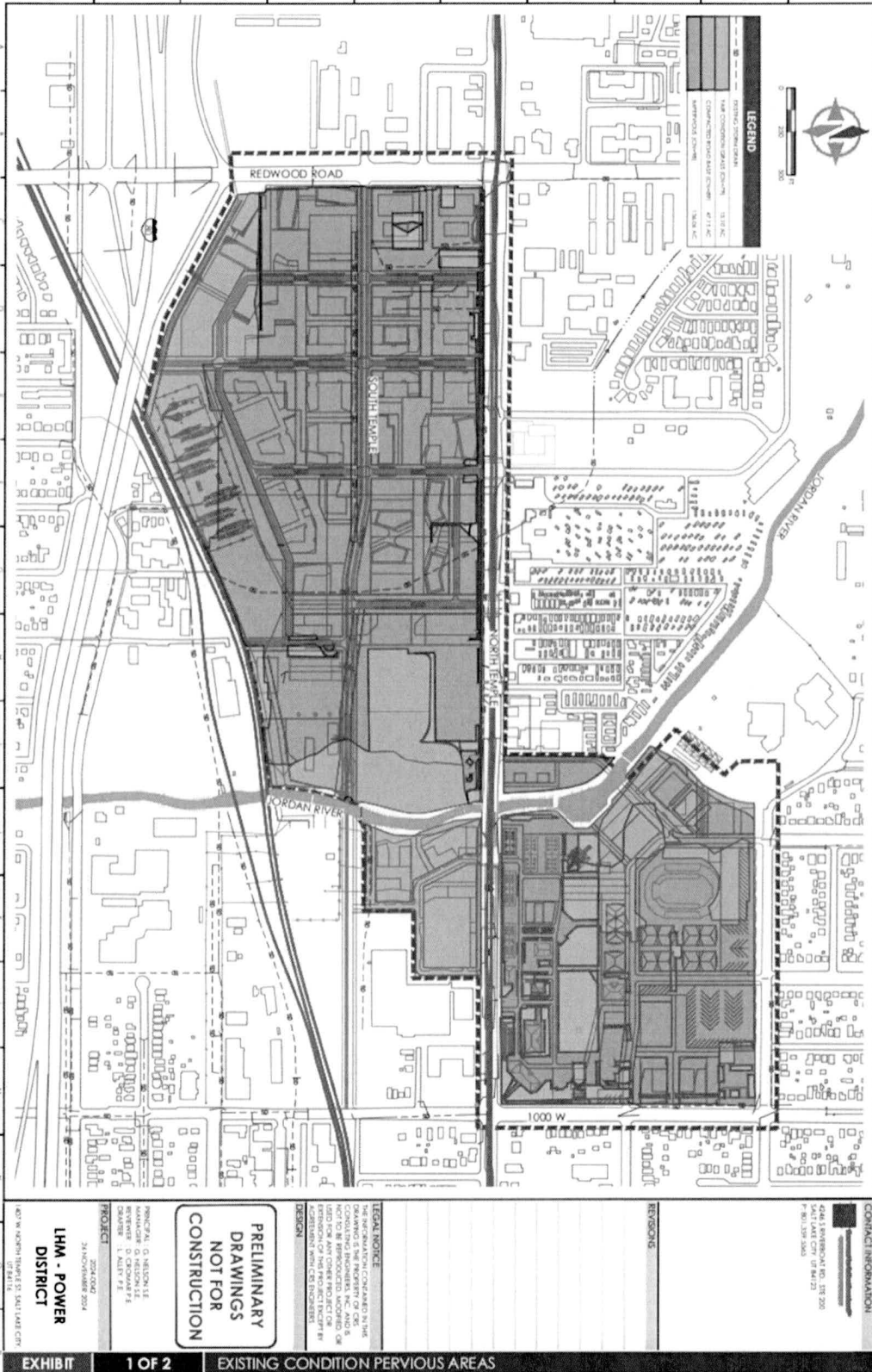
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Chris Bratt, BHB Engineers
Greg Nelson, CRS Engineers
Kim Foster, CRS Engineers

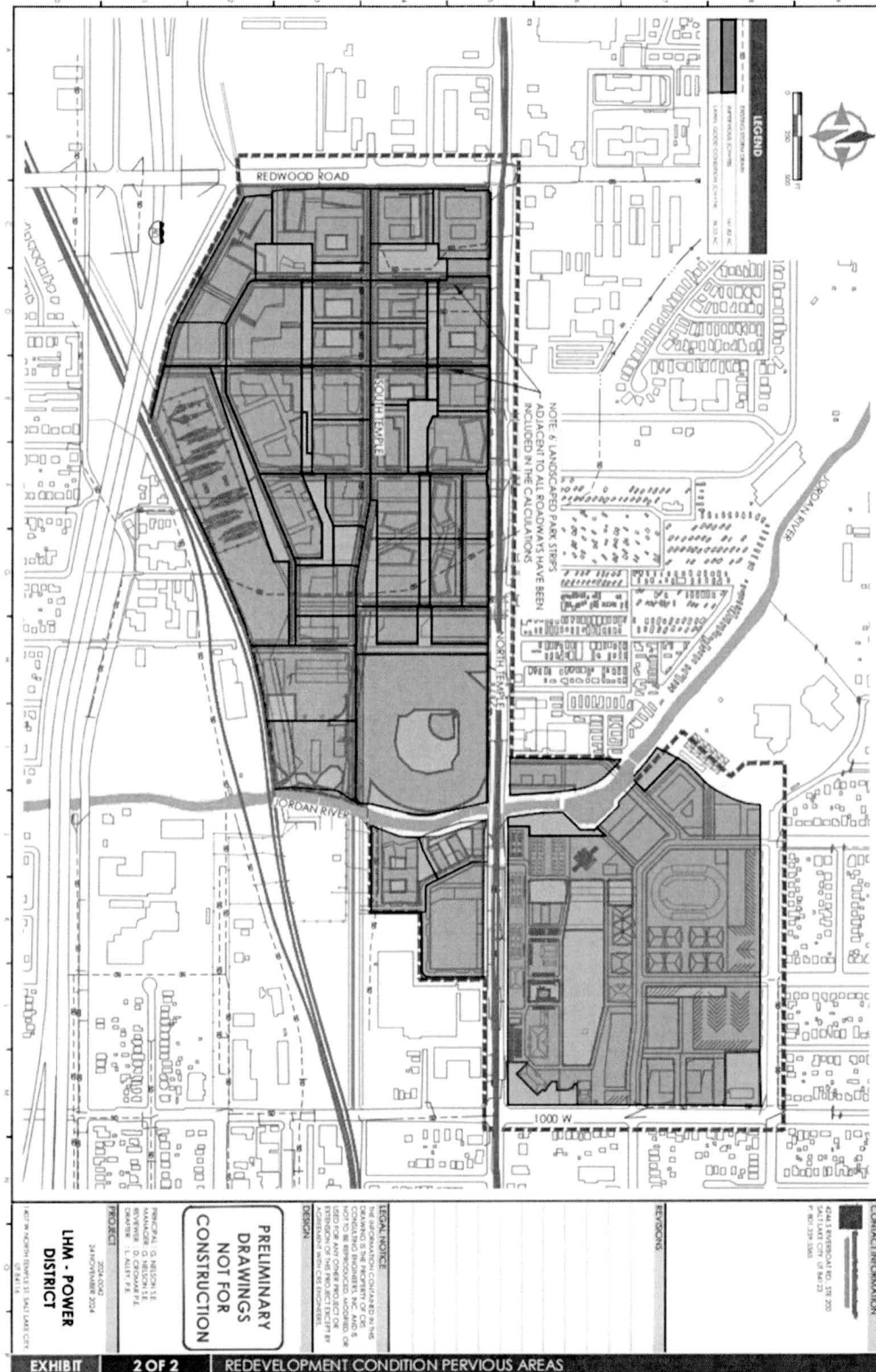
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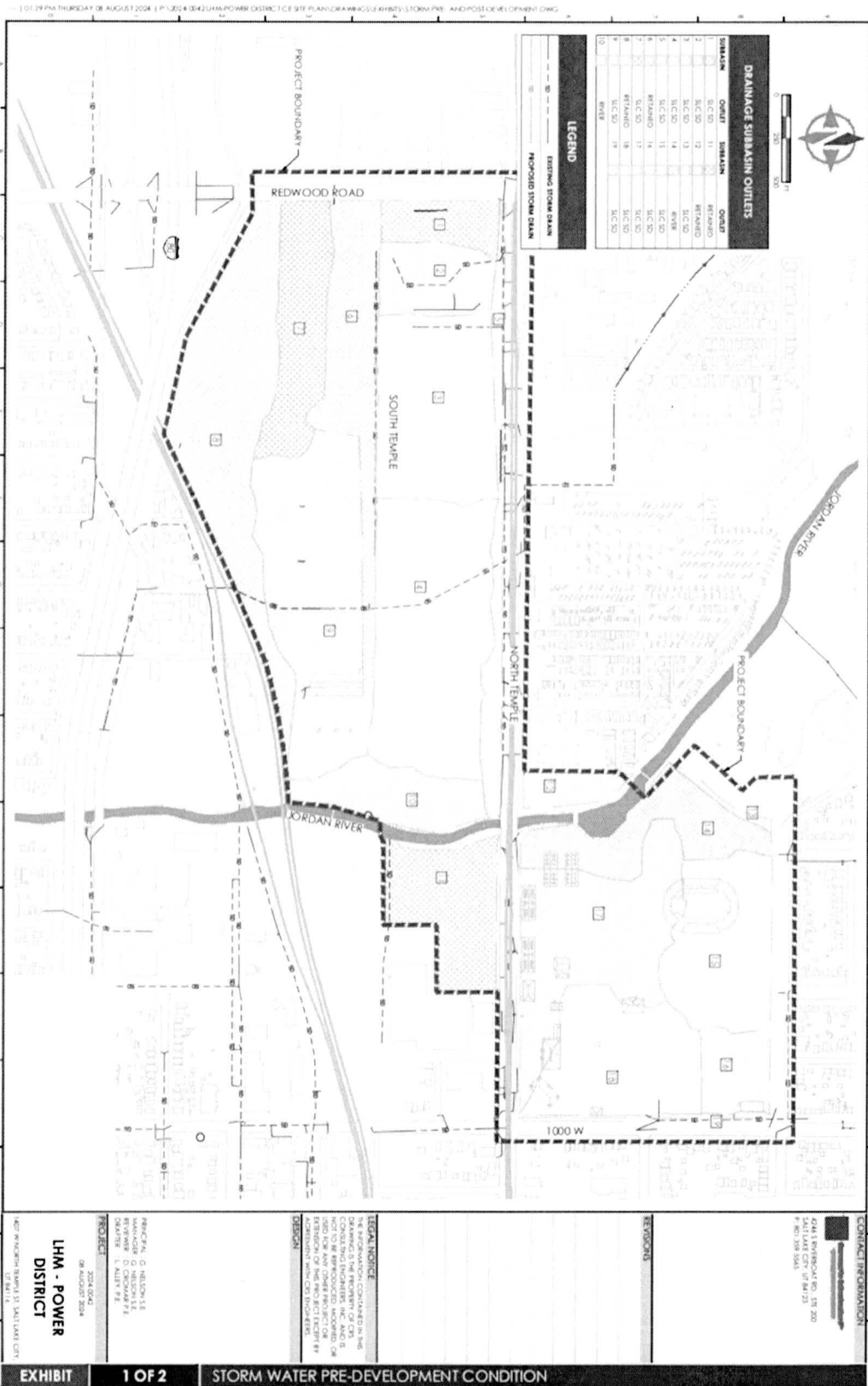


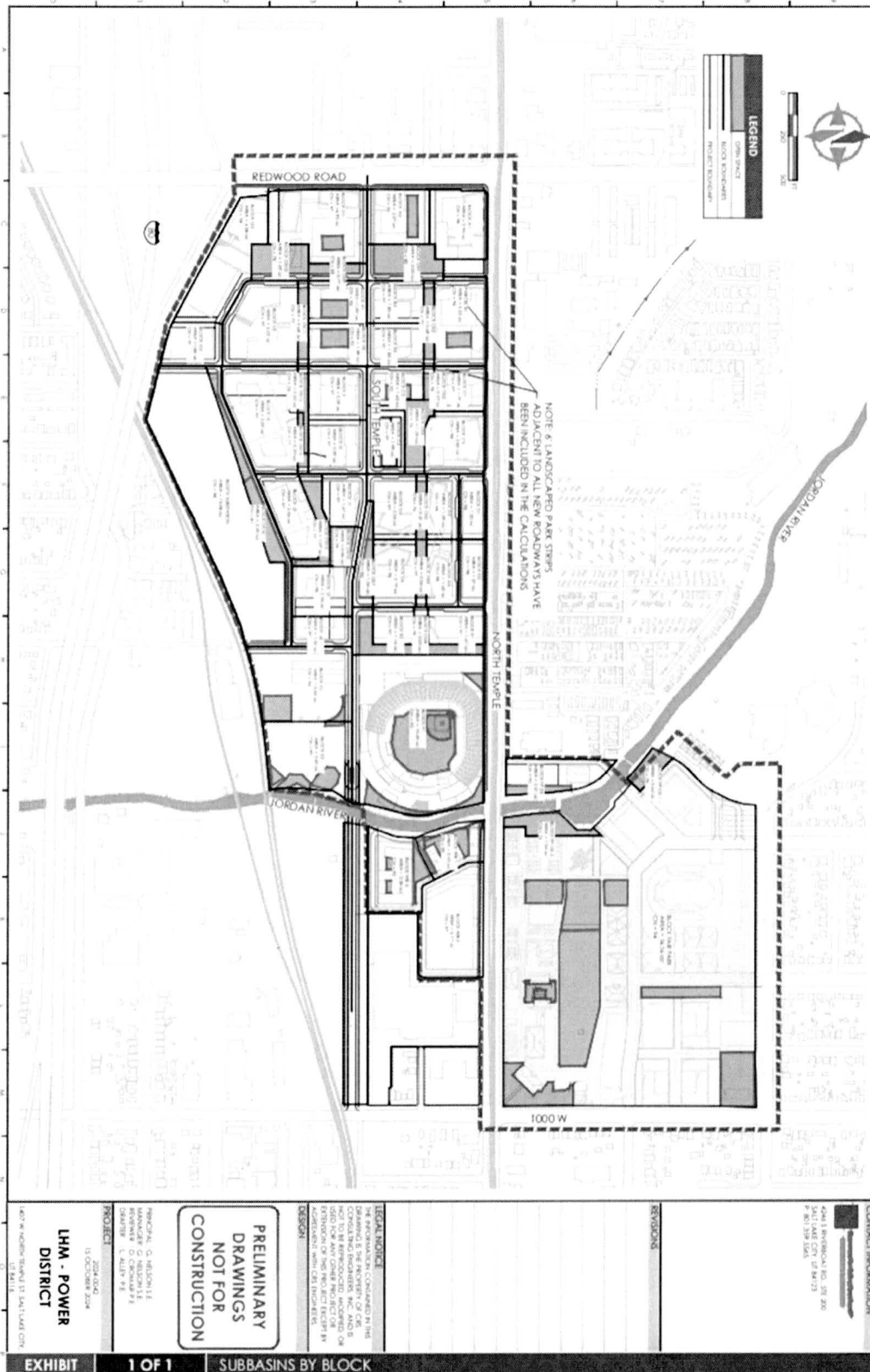


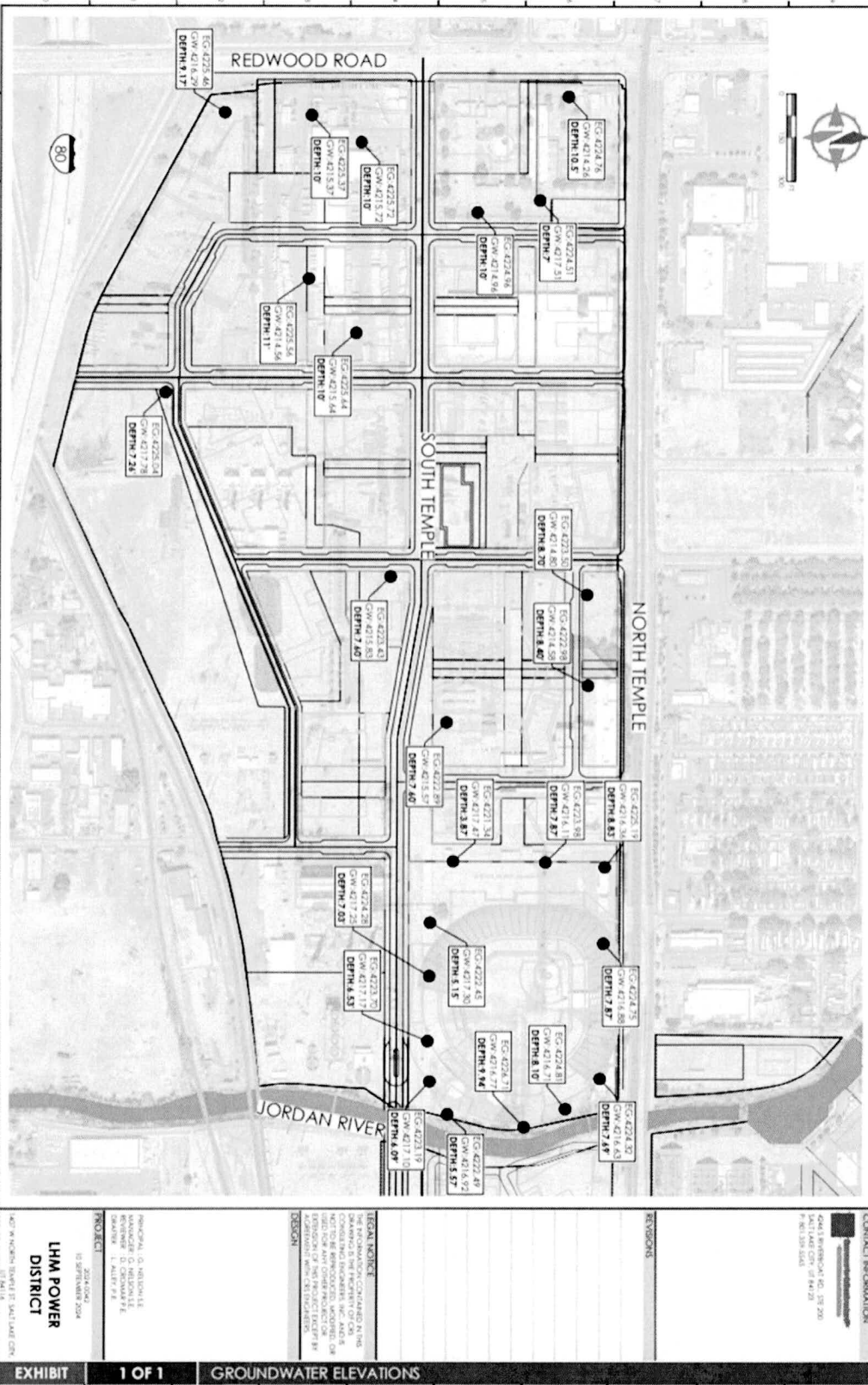












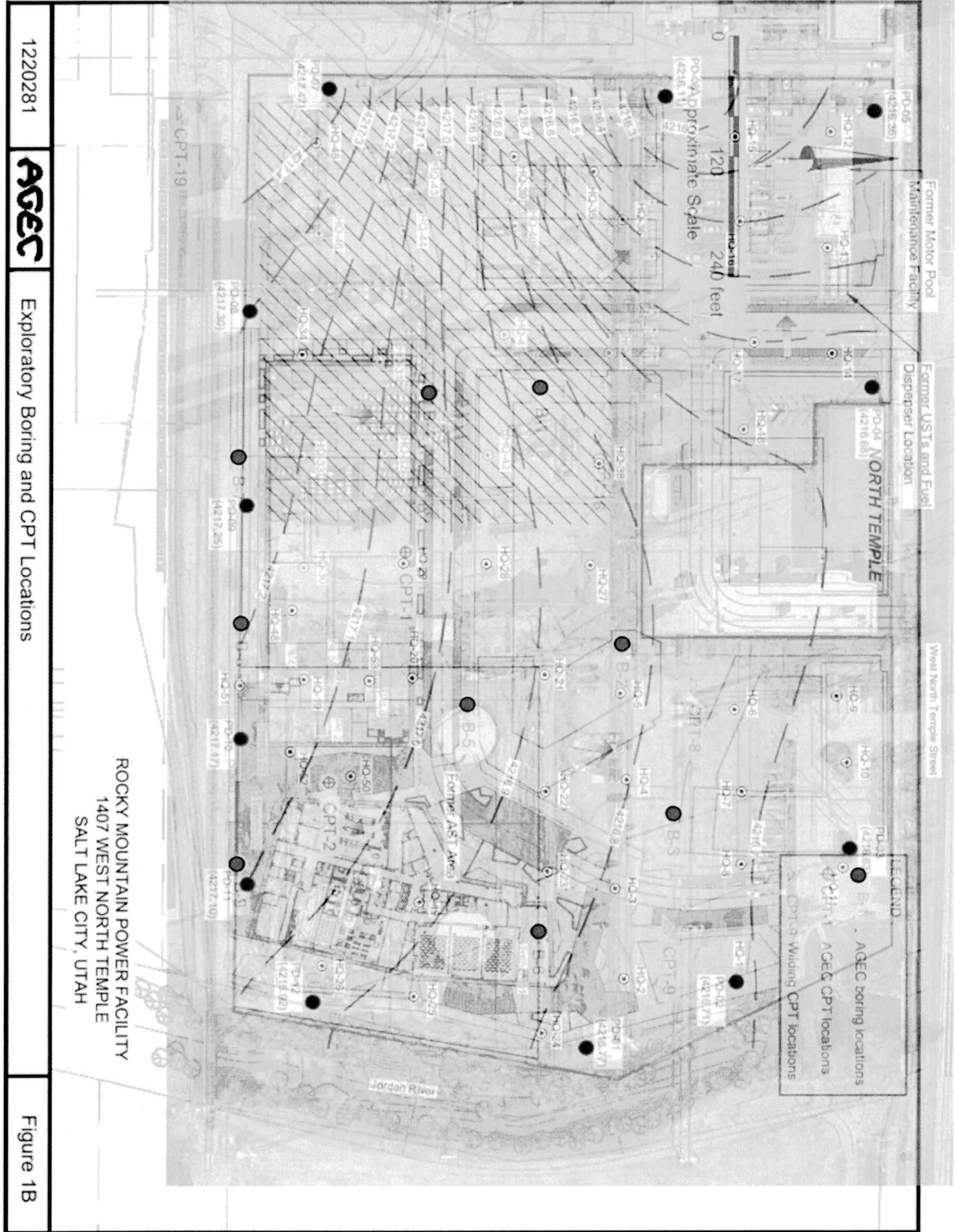


EXHIBIT F [Community Statement]



Larry H. Miller Real Estate's commitment to the Power District on the west side of Salt Lake City includes:

Private Investment

Larry H. Miller will invest approximately \$3.5 billion in one of the city's most deserving communities.

Cohesive Master Planning and Culture

The Power District will be a place for all Utahns and celebrate the local diversity and vibrant culture. Larry H. Miller Real Estate will develop a cohesive master plan and infuse proven placemaking principles into its land use planning and design.

New Housing Inventory

In an area currently devoid of housing, the Power District will add a mixture of housing types and price points, including introducing 2+ and 3+ bedroom housing options including opportunities for home ownership, and family-friendly amenities.

Transportation and Connectivity

Larry H. Miller Real Estate will support and participate in a collaborative regional transportation study, approach, and design for all modalities, with an intent to increase ridership on underutilized public transportation infrastructure.

Recreation and Open Space

The Power District will include and maintain regional amenities such as parks, green space, trails, open areas and outdoor recreation that provide enjoyable experiences.

The Jordan River

Larry H. Miller Real Estate, in collaboration with community partners, will elevate the Jordan River and improve this natural asset through remediation, enhancement and activation of the river and its banks, improving water quality and restoring native vegetation and fish, providing unmatched recreational opportunities in an urban setting.

The Environment

The Power District will be an electric-only community with a focus on sustainability. The project will remediate legacy hazardous waste on the property and along the banks of the Jordan River, improving stormwater runoff and soil quality.

Economic Development

The Power District will add a mixture of local and regional commercial opportunities including grocery, retail and dining establishments. The Power District envisions a job center with an eye toward sustaining and enhancing local employment for residents in the area, during and after construction.

Sports + Entertainment District

The Power District is a sports and entertainment-anchored district designed to create a destination for family-friendly experiences and year-round activation.

Community Investment and Capacity Building

Continue to expand, through the Larry H. & Gail Miller Family Foundation, the Westside Community Grant Initiative to build capacity of non-profit organizations that serve Salt Lake City's west side residents.

Education

The Larry H. Miller Company will create and encourage enhanced opportunities for K-16 education and industry partners, including job fairs, job shadowing, training, and internships.

EXHIBIT G
[RMP Parking Area]

