

FILE COPY

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**DEVELOPMENT AGREEMENT FOR THE  
MILLROCK TECHNOLOGY CENTER, IN THE CITY OF HOLLADAY**

THIS DEVELOPMENT AGREEMENT is entered into as of this 21 day of May, 2003 by and between MTC Partners and its developer/agent Millrock Development, LLC (collectively referred to herein as "Developer"), as the owner and developer of a project known as "Millrock Technology Center" (the "Project"), and the City of Holladay, a municipality and political subdivision of the State of Utah, by and through its authorized representatives (the "City").

**RECITALS:**

A. Developer is the owner, holder of an option to purchase, or agent for all property owners on whose behalf the subject application for development was jointly filed. The Project property within the City consists of approximately 21.087 acres (with an additional 1.103 acres located in Salt Lake County) for which the City has given preliminary approval for the development of an office park project known as the "Millrock Technology Center".

B. Developer is willing to design and develop the Project in a manner that is in harmony with and intended to promote the long-range policies, goals and objectives of the City's general plan, zoning and development regulations, as more fully set forth below.

C. The City, acting pursuant to its authority under Utah Code Annotated, § 10-9-101, et seq., and in furtherance of its land use policies, goals, objectives, ordinances, resolutions, and regulations has made certain determinations with respect to the proposed Project, and, in the exercise of its legislative discretion, has elected to approve this Development Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, conditions and terms as more fully set forth below, Developer and the City hereby agree as follows:

**ARTICLE 1. AGREEMENT**

*Approval of Millrock Technology Center.* The City of Holladay through its Planning Commission and City Council has granted preliminary Site Plan approval of the Millrock Technology Center with conditions as set forth in this Development Agreement. For purposes of this Agreement, "Project" shall mean all property located within and outside of the corporate limits of the City of Holladay including property required to be graded and landscaped. (See *Exhibit A*)

The Overall Approved Master Site Plan for the Project is depicted on *Exhibit B*, which is attached hereto and incorporated herein by this reference. Such site plan is not materially different from the Preliminary Site Plan. Enlarged copies of *Exhibit B* are on file with the City of

[Handwritten mark]

Holladay. Exhibit B depicts the approved uses, density, intensity, and configuration of the components of the Project.

The approval is for all parcels comprising the Project, and all such properties shall be developed as a single Project. The Project may, however, be phased as reasonably needed by the Developer. Each phase may require further review and approvals by the City when changes to the Approved Master Site Plan are proposed. If no phase of the Project is issued phase final approval and a building permit within twenty-four (24) months from the date of this Agreement as allowed under the ordinance, this approval shall expire and any prior entitlements from the City or Salt Lake County shall be removed from all of the parcels comprising the Project. All phases of the Project must be completed within 15 years from the date of this Agreement. A request for an extension of time may be submitted to the Planning Commission. Such approval for an extension shall not be unreasonably withheld or delayed

The Approved Master Site Plan consists of four buildings each developed in its own phase for a total of 4 phases. Other than Phase 1, all other phases need not be developed nor constructed in numerical sequence.

The phases and buildings in the respective phases, approved stories and size, are as follows:

PHASE	NUMBER OF STORIES	APPROVED GSF
Phase 1	3 Story Building	74,984
Phase 2	5 Story Building	151,848
Phase 3	4 Story Building	121,202
Phase 4	5 Story Building	141,966

The approved footprints of the buildings are as follows:

PHASE	NUMBER OF STORIES	SIZE OF FOOTPRINT
Phase 1	3 Story Building	23,675 sq. ft
Phase 2	5 Story Building	30,646 sq. ft
Phase 3	4 Story Building	30,646 sq. ft
Phase 4	5 Story Building	28,000 sq. ft

The total square footage of buildings in all of the phases shall NOT EXCEED 490,000 GSF. Preliminary approval has been given by the City of Holladay for such development. Gross Square Footage shall be determined by measuring the outside of the building or structure according to Building of Office Management Association (B.O.M.A.) standards. The maximum square footage of each building is building and location specific, and may not be amended or changed without the express formal approval of the Planning Commission.

It is understood that initial work on the Project will require extensive site preparation such as grading, etc. and all work shall conform to approved plans. Site preparation and grading will not be confined solely to a particular phase.

Each phase of the Project will have its own Phase final site plan. Each Phase final site plan shall not materially differ from the Approved Master Site Plan. Minor changes to locations, footprints and configurations of buildings, parking structures, surface parking, sidewalks, landscaping, etc., not affecting open space percentage requirements and building coverage ratios, shall not be deemed "material differences."

All requirements for individual phases must be completed prior to occupancy of that particular phase.

## ARTICLE 2. PROPERTY AFFECTED BY THIS AGREEMENT

The surveys of the Property contained within the Project boundaries are attached and specifically described in *Exhibits A-1 and A-2*. The property boundaries shall be verified by the City's authorized surveyor at Developer's sole cost. A current title report covering the Project, from First American Title Company or another title company reasonably acceptable to the City, shall be supplied to the City at no cost to the City prior to execution of this document by the City. The Property which is the subject of the joint application is either in the name of the Developer by recorded deed, is subject to an unconditional option of the Developer to purchase the Property, or is owned by third parties who have authorized Developer to act as their agents.

## ARTICLE 3. AGREEMENTS WITH OTHER PROPERTY OWNERS AND OTHER GOVERNMENTAL ENTITIES

As a condition precedent to the obligations of the City to issue any building or grading permit, the Developer must present evidence in a form acceptable to the City by letter or otherwise that it has reached agreements with respect to the following conditions:

✓ NIA (a) shared parking agreement with the Evangelical Free Church (the "Church") permitting "after hours" and weekend parking consisting of 150 parking stalls in Developer's abutting parking structure. The Church has submitted a site plan showing the Church's remaining parking will meet the current ordinance requirements for Church use. The Church shall provide to the City plans for the use of the remainder of the Church property. This shall include a grading plan for the proposed playground and expansion of the Church.

✓ (b) the Developer must submit to the Planning Commission verification of satisfactory property rights for the Project, consistent with the requirements of the City Ordinances, including the intersection at Wasatch Blvd., 6200 South and EXTENDED Lion Lane. The remainder of Lion Lane (Extended Lion Lane to 3000 East - as identified on *Exhibit B* as Phase 2 Road Construction) must be completed after the construction of the first building on the Millrock property and prior to the issuance of a second building permit or the commencement of construction of any additional building. The Developer shall deposit a letter of credit with the City for the remainder of the Lion Lane through phases 2, 3, 4 and 5, and the extension between Big Cottonwood Road and Wasatch

Boulevard as shown in *Exhibit A* to provide for the completion of such street by the City if the Developer fails to do so.

✓ (c) Landscaping is required to be installed on the right-of-way owned by the Utah Department of Transportation ("UDOT") along 6200 South between 3140 East and Wasatch Boulevard in accordance with the provisions of *Exhibit E*. The City shall enter into a maintenance agreement for such landscaping with UDOT. Developer shall enter an agreement with the City agreeing to perform any and all obligations of the City in accordance with said maintenance agreement. Said indemnity agreement ("*Exhibit I*") shall provide that Developer, its successors and assigns, shall in perpetuity, perform all requirements, obligations and covenants, financial or otherwise, with the City as set forth in said agreement.

✓ (d) the Developer shall grant to the City a perpetual non-exclusive easement across the property along the Project road from the current Lion Lane to Wasatch Boulevard (the "*Project Road*") to ensure that the public will have free and unimpeded access and passage across this road in perpetuity. The easement agreement shall be in such form as may be required by the City. The City shall have no maintenance or other financial/cost obligations with respect to the installation, maintenance, repair or replacement of such roadway or related improvements. Said easement is to be recorded on the day the first building permit for the Project is issued. Developer shall have the right to close access to Lion Lane through the development for a period not to exceed twenty-four (24) consecutive hours one time per calendar year for the sole purpose of protecting against claims of property rights by prescription. The easement may contain restrictions imposed by the Developer consistent with Developer's private property rights therein.

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(e) the Developer will either (i) submit to the City an executed copy of a landscaping agreement between the property owners of the Old Mill Business Center and the Project which provides for perpetual landscaping and maintenance of the area between the proposed Lion Lane and the east parking lot for the Business Center which is adjacent to the west property line of this site plan, upon the receipt of which the Planning Commission will waive the required 15 feet landscaping requirement along that property line; or, in the alternative, (ii) provide and retain a third traffic lane on the Project Road, the outer boundary of which may come within six (6) feet of the Developer's property line. Developer will landscape the six-foot strip between the road and the property line.

#### ARTICLE 4. APPROVED MASTER SITE PLAN

As part of this Agreement, the City hereby gives final approval for the Project (the "*Master Site Plan*"), as more fully depicted on *Exhibit B* which is attached hereto and incorporated herein by this reference. Enlarged copies of *Exhibit B* are on file with the City. Notwithstanding Master Site Plan approval as contemplated herein, each phase of the site plan must have final approval by the Planning Commission prior to the issuance of any building permit.

*Developer Design Team.*

On August 15, 2001, the Planning Commission approved the design firm of Beecher, Walker and Associates as the Developer's design principals with support from Eric Lyman, Sarah Colosimo and Robert Campbell. If any principal of the Design Team changes, new members must be approved by the Planning Commission.

*Compliance with City Construction Standards.*

In the Approved Master Site Plan each phase shall comply with applicable City engineering standards for site plans prior to final approval by the Planning Commission.

*Vicinity plan.*

The Developer shall submit a Vicinity plan ("*Exhibit C*") showing the surrounding (off-site) buildings and uses including transportation routes and access points. All required "set-backs" for the Project previously approved by the Planning Commission in its preliminary approval shall be shown.

The Developer shall make reasonable efforts to minimize unnecessary travel to and from the site during construction of the Project, and shall take reasonable steps thereafter to insure that traffic is handled efficiently in a way reasonably acceptable to the City that is consistent with this Agreement, the Master Site Plan Approval, City ordinances, and state and federal law. The Vicinity Plan must include the completed Lion Lane, and additional traffic lanes on 3000 East if determined necessary by the City Engineer at any time during the construction of the Project.

The Approved Master Site Plan must include other on-site amenities such as mass transit stops, bicycle parking, pedestrian walkways and bicycle paths that make the entire site accessible, not withstanding the limitations of the site elevations, and the provision for food service on the site to discourage extra mid-day trips, parking for vanpool/carpool vehicles in priority locations as well as any other appropriate traffic mitigation measures the Planning Commission deems necessary that will meet the Federal ADA guidelines.

*Specific Architectural Design Standards.*

The Developer shall cooperate and work with the City to insure a "first-class" Project. This will include, without limitation, complying with applicable city ordinance and code provisions in complying with PUD approvals, and reasonably assuring the City's planning staff and engineers, as requested, that the Developer is meeting all applicable codes and requirements, including, without limitation, the City's noise ordinance.

The design and construction of the Project shall reflect a commitment to quality. The Project's buildings shall include atria, terraces, parking area landscaping, lobbies, and water features including waterfalls.

The Project shall comply with the following architectural standards, which are intended to ensure that the front, side and rear exterior treatment of the buildings shall be as generally depicted on the enlarged colored exhibits on file with the City which have been marked as *Exhibit D* and are incorporated by this reference.

Finished maximum elevations of completed buildings including penthouses and tops of roofs in all phases shall be indicated on the Approved Master Site Plan and shall show the following:

Facades for each building (4 sides)

The Developer shall submit adequate conceptual plans for water, sewer, and streets to be reviewed and approved by the City Engineer. Such plans shall reflect that utilities, including drainage systems, sewer, gas and water lines, electrical, telephone and communication wires, and related equipment, pipes, shall, where reasonable, be installed and maintained underground. Such utility plans shall include a fire protection plan indicating location of fire hydrants, shut-off pressure reducer valves and their associated zones and other related equipment. The plan will demonstrate the feasibility of all utility services.

Plans shall also be submitted regarding storm drainage and site grading, including road grades, retaining structures, slope stability, and soils investigation. The storm drain master plan must be for the entire Project. Said master plan to include, but not limited to, runoff calculations, retention/detention basins sizing and locations (100 YR/24 hour storm occurrence), identification of off-site impacts to other infrastructure, and permit compliance plans, etc., and plans for interim control during construction of the phases.

#### **ARTICLE 5. INDIVIDUAL PHASE FINAL APPROVAL REQUIREMENTS**

As a condition precedent to the obligations of the City to grant individual phase final approvals, and before the issuance of any building permit, the Developer must present evidence in a form acceptable to the City by plans, specifications or otherwise with respect to the following conditions:

##### *Letter of Credit Requirements for 6200 South/Lion Lane Intersection.*

The Developer shall post an irrevocable letter of credit for the installation of that intersection prior to the issuance of any building permit in the amount of 125% of the estimated construction costs as determined by the City Engineer. The form of the letter of credit shall be reasonably approved by the City Attorney. In the event that the construction as required in this section is not completed within five (5) years from the date of this Agreement, the City reserves the right to review the estimated cost of said improvements and to require an increase in the amount of the letter of credit, if appropriate. After the initial five (5) year period, the City reserves the right to annually review the amount of the estimated improvements and to increase the amount of the letter of credit, if necessary. In the event that Salt Lake County requires a

similar letter of credit or financial assurance to be submitted for the same construction, the amount required for the City's letter of credit may be reduced at the discretion of the City.

*Rough Grading.*

Prior to approval and construction of the first phase, rough grading in preparation for the extension of Lion Lane will be permitted according to a City approved grading plan.

*Building Design.*

Building/facade accent lighting

Finishes for each building

Material colors for each building

Design of loading areas and their associated screening

*Utility Plan.*

The Developer shall submit detailed plans for the construction of water, sewer, streets and storm drainage to be reviewed and approved by the City Engineer and associated utility providers such water, sewer and electrical companies. All utilities, including drainage systems, sewer, gas and water lines, electrical, telephone and communication wires, and related equipment, pipes, shall, where possible be installed and maintained underground. Such final utility plans shall include a fire protection plan indicating location of fire hydrants, shut-off pressure reducer valves and their associated zones and other related equipment.

*Grading plan.*

The Developer shall submit a final grading plan which shall include all original and finished Project contours and the location and design of any retaining walls for the entire Project. This may be achieved in phases if proper control is maintained including soil stabilization.

A grading permit for any portion of the Project may be issued to prepare the site for Phase development when a final grading plan has been approved.

*Parking.*

Parking shall be designed to reduce the impact of parking on the site and may include parking structures, underground parking as well as landscaped surface parking areas.

The number of parking stalls and their design in each Phase shall meet all applicable codes and requirements of the City's development code, including requirements as set forth in the Americans with Disabilities Act.

No occupancy permit shall be given to any one building until sufficient approved parking as indicated on the Approved Master Site Plan (*Exhibit B*) is completed to service that building.

*Landscaping Requirements.*

A final, comprehensive landscaping plan (*Exhibit E*), which emphasizes green space and is designed in such a way as to create a large, park-like atmosphere, shall be prepared, stamped by a registered landscape architect and submitted to the Planning Commission for approval with the Individual Phase Final Plans and shall include the following:

- (a) Hardscape (benches, planters).
- (b) Location and basic design of fountains, waterfalls and other water features.
- (c) Vines and plants around the parking structures that helps mitigate the impact of the parking structures on the neighborhood, with specific consideration given to the homes closest to the Project, as outlined in the Approved Master Site Plan.
- (d) The Project shall be designed to reasonably minimize the number of "hot spots" such as large areas of asphalt or dark colored roof tops on the Project.
- (e) Landscaping along streets and boundaries shall meet or exceed the guidelines for required minimum site distance.
- (f) A detailed landscaping plan including berming and suggested plant materials for the south-east border of the Project (area adjacent to the Residential Housing).
- (g) All plants shall be serviced by an acceptable automatic irrigation system and maintained in a healthful living condition.
- (h) Loading docks or areas must be screened by landscaping or building design.
- (i) The landscaping plan for each phase must include specifications and identification of all materials, including size, maturity of plants and trees and all landscaping details; be consistent with code requirements; and be consistent with the landscaping proposal shown to the Planning Commission during the Approved Master Site Plan approval process.

Landscaping in surface parking lots shall meet or exceed the minimum requirements of the Office Research Park and Development Zone (Ord Zone). Areas used to calculate that number shown on the Approved Master Site Plan shall be as follows:

- (a) Landscaped End islands.
- (b) Landscaped Interior islands within the parking rows.

(c) For the parking lot in Phase 1, landscaped areas located between the parking lot and the perimeter wall on the property line adjoining the residential zone and the area located on the east side of the parking lot between the base of the retaining wall for Lion Lane and the parking lot may be included in this calculation.

Developer shall maintain all landscaping, including all landscaped berms along roadways and within the Development.

*Fencing Plan.*

A detailed fencing plan (*Exhibit F*), including cross sections, location, type, specifications, etc., shall be prepared and submitted, including the area adjacent to residential housing.

*Lighting Plan.*

The Developer shall provide a lighting plan (*Exhibit G*) for the entire site that is sensitive to the adjacent residents and the adjoining residential neighborhood, with minimal negative impact on the adjoining residential neighborhood.

The Developer shall provide a lighting plan for the surface parking lots including fixtures that are shielded from uses on adjoining lots and directed away from adjacent properties. The lighting plan submitted on January 9, 2002 shall be the approved lighting plan for the surface parking Lot 1 only.

*Trails.*

The Developer shall coordinate with the City to implement a system of sidewalks and roadways that will invite pedestrian traffic and visitors to the site and will tie-in, as reasonably possible, with any current or future trail system of the City. Developer shall construct such trails and pathways in conjunction with each phase of the Project as required by the trails and pathway plan adopted by the Planning Commission. It is understood that the sidewalks and roadways as shown on the Approved Master Site Plan satisfy this requirement. The City shall be granted a perpetual, non-exclusive easement across such pathways and trails for the benefit of the public. The City shall have no maintenance obligations with respect to said pathways and trails on the Project. The trail system shall be designed so that it will connect, if at all possible, to the trail system to the trail along Big Cottonwood Creek.

*Signage Plan.*

(a) The Project shall be permitted one (1) monument sign per building, and five (5) additional monument signs for identification and directional purposes including one (1) on the corner of 6200 South Street and Wasatch Boulevard. No sign shall be erected which exceeds 6 feet in height including any berming. All signs shall be erected and located on private property and not within the public right-of-way. All signs shall be located on the signage plan. (*Exhibit H*)

(b) All signage shall be installed and maintained in accordance with the applicable City standards.

(c) All signs shall be constructed, mounted or attached in a safe and secure manner.

*Equipment.*

Mechanical equipment (including but not limited to, components of plumbing, processing, heating, cooling, and ventilating systems) shall be appropriately screened.

Any necessary exterior components of such mechanical equipment shall be approved by the Community Development Director and integrated to the extent reasonably possible as part of the architectural design features and colors.

Equipment, mechanical devices, electric transformers, utility pads, cable television and telephone boxes shall be appropriately screened by vegetation, walls, fences, or otherwise enclosed in a manner harmonious with the overall architectural theme and character of the Project.

*Trash Receptacles.*

All trash receptacles on the site shall be screened by a 6 foot high masonry enclosure with sight-obscuring gates.

*Permits.*

✓ Prior to issuance of a grading or building permit for any Phase, Developer shall be required to deliver to City Engineer copies of all required county, state or federal permits and approvals such as, but not limited to UPDES permit, storm water discharge permit, etc.

**ARTICLE 6. AMENDMENTS TO AGREEMENT**

This Agreement may not be altered, changed or modified in any material manner without the express approval of the Planning Commission. The Planning Commission may at its sole discretion, schedule a public hearing to allow public comments regarding proposed material modifications or changes to the Agreement. (Refer to Article 1 for definition of "material" modifications or changes.)

**ARTICLE 7. SUCCESSOR AND ASSIGNS**

*Section 7.1. Binding Effect.* This Agreement shall be binding on the successors and assigns of MTC Partners.

*Section 7.2. Assignment.* Neither this Agreement nor any of the provisions, terms or conditions hereof can be assigned to any other party, individual or entity without assigning the

rights as well as the responsibilities under this Agreement and without the prior written consent of the City, which consent shall not be unreasonably withheld. Any such request for assignment must be made by letter addressed to the City Council Chairman and the prior written consent of the City must also be evidenced by letter from the City to the Developer.

#### ARTICLE 8. GENERAL TERMS AND CONDITIONS.

*Section 8.1. Term of Agreement.* The term of this Agreement shall be for a period of fifteen (15) years following the date of its execution by the Mayor unless the Agreement is earlier terminated or its term modified by written amendment to this Agreement.

*Section 8.2. Agreement to Run With the Land.* This Agreement shall be recorded in the office of the Salt Lake County Recorder against the Property and is intended to and shall be deemed to run with the land, and shall be binding on all successors in the ownership of any portion of the Property.

*Section 8.3. State and Federal Law.* The parties agree, intend and understand that the obligations imposed by this Agreement are only such as are consistent with state and federal law. The parties further agree that if any provision of this Agreement becomes, in its performance, inconsistent with state or federal law or is declared invalid, this Agreement shall be deemed amended to the extent necessary to make it consistent with state or federal law, as the case may be, and the balance of this Agreement shall remain in full force and effect.

*Section 8.4. Relationship of Parties and No Third-Party Rights.* This Agreement does not create any joint venture, partnership, undertaking, or business arrangement between the parties hereto nor any rights or benefits to third parties.

*Section 8.5. Laws of General Applicability.* Where this Agreement refers to laws of general applicability to the Project, this Agreement shall be deemed to refer to the laws of Utah.

*Section 8.6. Integration.* This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and integrates all prior conversations, discussions or understandings of whatever kind or nature and may only be modified by a subsequent writing duly executed and approved by the parties hereto.

*Section 8.7. Applicable Law.* This Agreement is entered into under and pursuant to and is to be construed and enforceable in accordance with the laws of the State of Utah.

DATED as of the day and year first written above.

MILLROCK DEVELOPMENT, L.L.C.

By [Signature]  
Its Managing Member

CITY OF HOLLADAY

By [Signature]  
Its Chair of the Planning Commission



CITY OF HOLLADAY

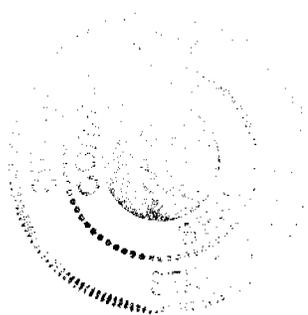
By [Signature]  
Its Mayor

ATTEST:

[Signature]  
City Recorder

APPROVED AS TO FORM

[Signature]  
City Attorney



Development Agreement [Signature]

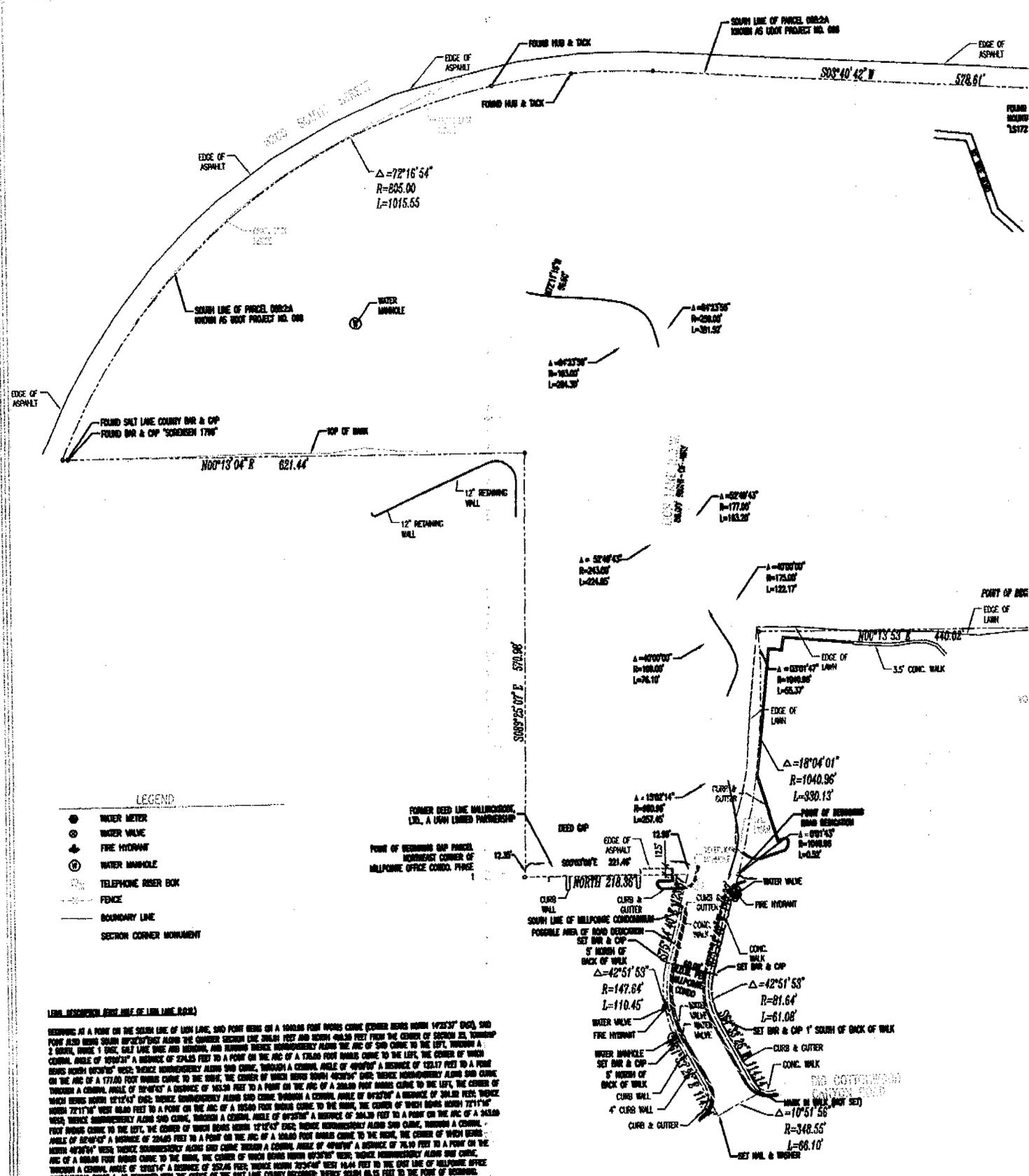
**EXHIBIT LIST**

EXHIBITS A-1; A-2 Surveys of Property  
EXHIBIT B ; B Detail Approved Master Site Plan  
EXHIBIT C Vicinity Plan  
EXHIBIT D-1; D-2 Architectural Standards  
EXHIBIT E Landscaping Requirements  
EXHIBIT F-1; F2 Fencing Plan  
EXHIBIT G Lighting Plan  
EXHIBIT H Signage Plan  
EXHIBIT I Indemnity Agreement and UDOT Maintenance Agreement with City of  
Holladay  
EXHIBIT J UPDATE SITE PLAN



Development Agreement





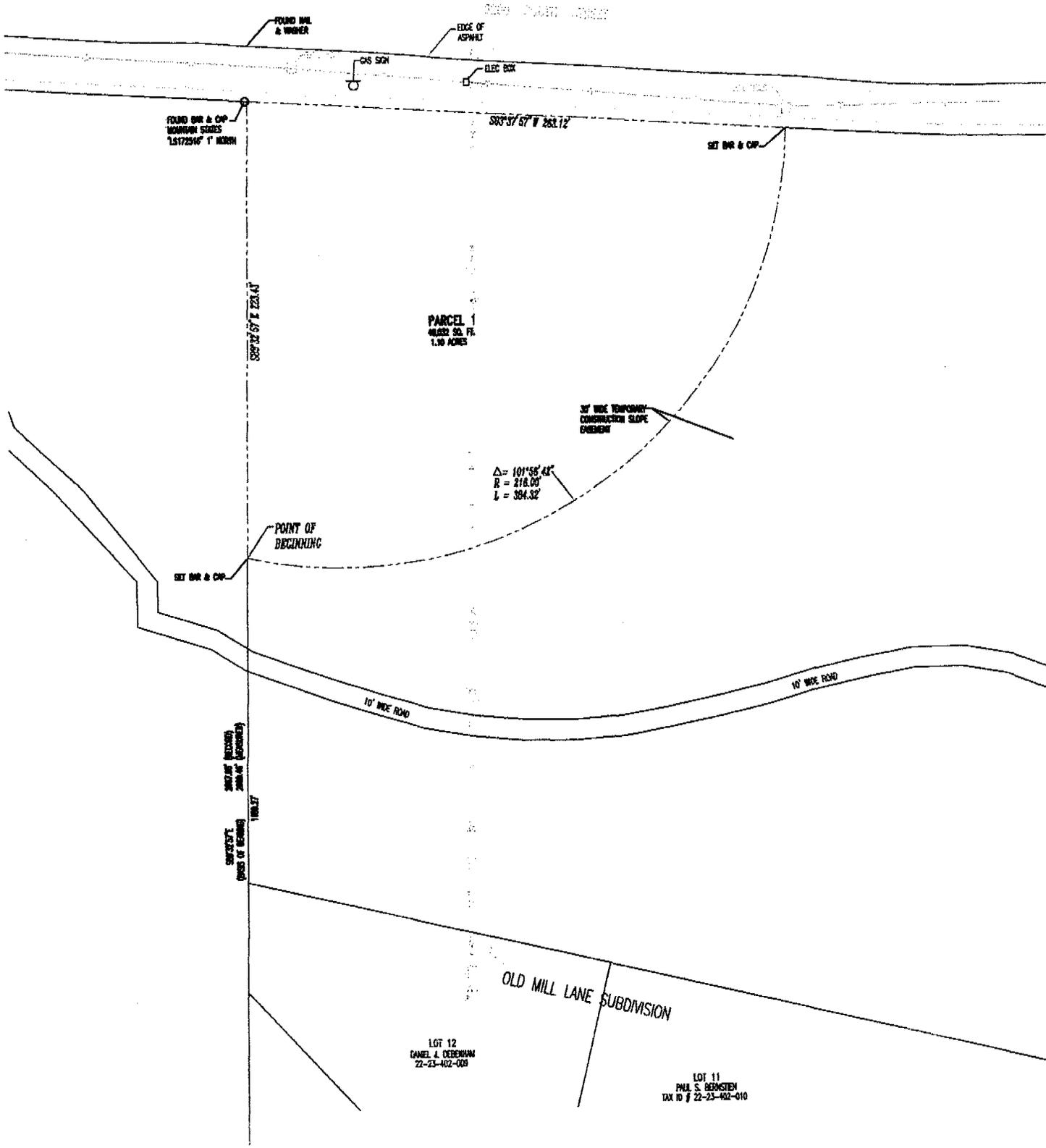
- LEGEND**
- WATER METER
  - ⊙ WATER VALVE
  - ⊕ FIRE HYDRANT
  - ⊙ WATER MANHOLE
  - ⊕ TELEPHONE REEFER BOX
  - FENCE
  - BOUNDARY LINE
  - SECTION CORNER MONUMENT

**LEGAL DESCRIPTION (PART LINE OF LINE LINE ROAD)**

BEGINNING AT A POINT ON THE SOUTH LINE OF LAMM LANE, SAID POINT BEING ON A 100.00 FOOT BOUNDARY CORNER (WHICH BEING WITHIN 172337' DIST) SAID POINT ALSO BEING SOUTH 09°07'00" WEST ALONG THE CENTER SECTION LINE 20.00 FEET AND NORTH 40.00 FEET FROM THE CENTER OF SECTION 26, TOWNSHIP 2 NORTH, RANGE 1 EAST, G1/4 LINE ONE AND ORIGINAL AND BEARING THENCE S89°07'00" WEST THROUGH A CURVE HAVING A CENTRAL ANGLE OF 120°00'00" A BEARING OF 29.00 FEET TO A POINT ON THE ARC OF A 17.00 FOOT BOUNDARY CORNER TO THE LEFT, THE CENTER OF WHICH BEING NORTH 09°07'00" WEST, THENCE S89°07'00" WEST THROUGH A CURVE HAVING A CENTRAL ANGLE OF 40°00'00" A BEARING OF 12.00 FEET TO A POINT ON THE ARC OF A 17.00 FOOT BOUNDARY CORNER TO THE RIGHT, THE CENTER OF WHICH BEING SOUTH 40°00'00" WEST, THENCE S89°07'00" WEST THROUGH A CURVE HAVING A CENTRAL ANGLE OF 120°00'00" A BEARING OF 29.00 FEET TO A POINT ON THE ARC OF A 17.00 FOOT BOUNDARY CORNER TO THE LEFT, THE CENTER OF WHICH BEING NORTH 09°07'00" WEST, THENCE S89°07'00" WEST THROUGH A CURVE HAVING A CENTRAL ANGLE OF 40°00'00" A BEARING OF 12.00 FEET TO A POINT ON THE ARC OF A 17.00 FOOT BOUNDARY CORNER TO THE RIGHT, THE CENTER OF WHICH BEING SOUTH 40°00'00" WEST, THENCE S89°07'00" WEST THROUGH A CURVE HAVING A CENTRAL ANGLE OF 120°00'00" A BEARING OF 29.00 FEET TO A POINT ON THE ARC OF A 17.00 FOOT BOUNDARY CORNER TO THE LEFT, THE CENTER OF WHICH BEING NORTH 09°07'00" WEST, THENCE S89°07'00" WEST THROUGH A CURVE HAVING A CENTRAL ANGLE OF 40°00'00" A BEARING OF 12.00 FEET TO A POINT ON THE ARC OF A 17.00 FOOT BOUNDARY CORNER TO THE RIGHT, THE CENTER OF WHICH BEING SOUTH 40°00'00" WEST, THENCE S89°07'00" WEST THROUGH A CURVE HAVING A CENTRAL ANGLE OF 120°00'00" A BEARING OF 29.00 FEET TO A POINT ON THE ARC OF A 17.00 FOOT BOUNDARY CORNER TO THE LEFT, THE CENTER OF WHICH BEING NORTH 09°07'00" WEST, THENCE S89°07'00" WEST THROUGH A CURVE HAVING A CENTRAL ANGLE OF 40°00'00" A BEARING OF 12.00 FEET TO A POINT ON THE ARC OF A 17.00 FOOT BOUNDARY CORNER TO THE RIGHT, THE CENTER OF WHICH BEING SOUTH 40°00'00" WEST, THENCE S89°07'00" WEST THROUGH A CURVE HAVING A CENTRAL ANGLE OF 120°00'00" A BEARING OF 29.00 FEET TO THE POINT OF BEGINNING.

COURTESY: BUREAU OF SURVEYING (LINES ACROSS) AS-SHOWN





# ZONING / CODE ANALYSIS

## LANDSCAPING REQUIREMENTS:

**TREES REQUIRED:**  
 TOTAL PARKING SPACES: 2,102 SPACES  
 TOTAL TREES REQUIRED: 210 TREES PER 10 SPACES, 40% EVERGREENS  
 MIN. OF 21% TREES (OF 96 REAR EXPOSED)

**LANDSCAPING IN PARKING SPACES:**  
 LOT A TOTAL AREA: 11,855 SF  
 REQ. TREES LANDSCAPING IN PARKING AREA: 1,185 TREES (10%)  
 PRO. TREES LANDSCAPING IN PARKING AREA: 11,740 SF

**LOT B:**  
 LOT B TOTAL AREA: 11,855 SF  
 REQ. TREES LANDSCAPING IN PARKING AREA: 1,185 TREES (10%)  
 PRO. TREES LANDSCAPING IN PARKING AREA: 1,067 SF

**LOT C:**  
 LOT C TOTAL AREA: 6,796 SF  
 REQ. TREES LANDSCAPING IN PARKING AREA: 679 TREES (10%)  
 PRO. TREES LANDSCAPING IN PARKING AREA: 1,000 SF

**LOT D:**  
 LOT D TOTAL AREA: 3,478 SF  
 REQ. TREES LANDSCAPING IN PARKING AREA: 348 TREES (10%)  
 PRO. TREES LANDSCAPING IN PARKING AREA: 536 SF

**OVERALL TREES REQUIRED:**  
 TOTAL TREES: 21,120 TREES (BASED ON 21 TREES PER 100 SPACES)  
 TOTAL OVERALL: 21,120 TREES (BASED ON 21 TREES PER 100 SPACES)  
 OVERALL SPACES CALCULATED: 100,571 SPACES

## SCREENING REQUIREMENTS:

**SCREENING REQUIREMENTS:**  
 ALL SCREENING TO BE PROVIDED AS PER CITY ZONING AND DECIDED FROM THE DISTANCE TO EACH SIDE. SCREENING TO BE PROVIDED AS PER CITY ZONING AND DECIDED FROM THE DISTANCE TO EACH SIDE.

## PARKING REQUIREMENTS:

**PARKING REQUIREMENTS:**  
 PARKING SPACES: 2,102 SPACES (200 REAR, 1,902 FRONT)  
 PARKING PROVIDED: 2,102 SPACES

## SIGNAGE REQUIREMENTS:

**SIGNAGE REQUIREMENTS:**  
 ALL SIGNAGE TO BE PROVIDED AS PER CITY ZONING AND DECIDED FROM THE DISTANCE TO EACH SIDE. SIGNAGE TO BE PROVIDED AS PER CITY ZONING AND DECIDED FROM THE DISTANCE TO EACH SIDE.

## OTHER ZONING ITEMS:

**OTHER ZONING ITEMS:**  
 ALL OTHER ZONING ITEMS TO BE PROVIDED AS PER CITY ZONING AND DECIDED FROM THE DISTANCE TO EACH SIDE. ALL OTHER ZONING ITEMS TO BE PROVIDED AS PER CITY ZONING AND DECIDED FROM THE DISTANCE TO EACH SIDE.

BUILDING	FOOTPRINT S.F. (GROSS AREA)	USE	TOTAL S.F.
1	73,878 S.F. (27,500 S.F.)	OFFICE	73,878 S.F.
2	30,248 S.F. (20,248 S.F.)	OFFICE	30,248 S.F.
3	35,848 S.F. (25,848 S.F.)	OFFICE	35,848 S.F.
4	28,848 S.F. (18,848 S.F.)	OFFICE	28,848 S.F.
TOTAL	168,822 S.F.		168,822 S.F.

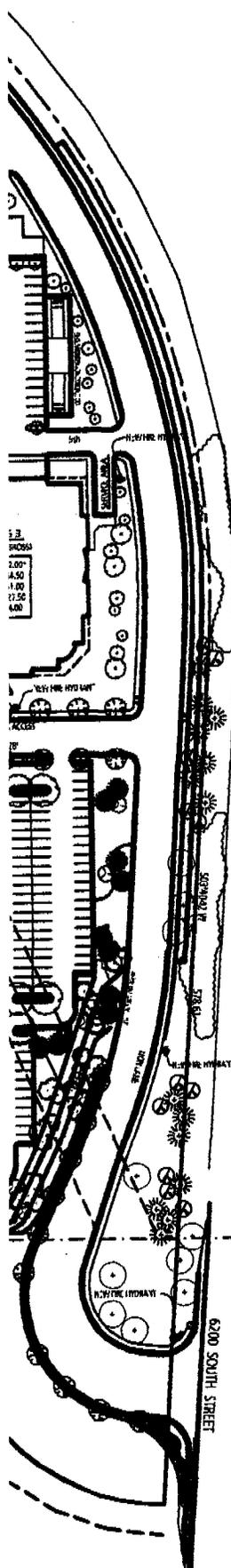
SURFACE	FOOTPRINT S.F.	TOTAL S.F.	NO. STALLS
A	18,855 S.F.	18,855 S.F.	386
B	11,855 S.F.	11,855 S.F.	250
C	6,796 S.F.	6,796 S.F.	144
D	3,478 S.F.	3,478 S.F.	74
TOTAL	40,984 S.F.	40,984 S.F.	854

LOCATION	TOTAL S.F.	% OF TOTAL
A. THE FOOTPRINT AREA	168,822 S.F.	100%
PARKING LOT FOOTPRINT AREA	40,984 S.F.	24.3%
STREET AREA	148,838 S.F.	88.1%
DRIVEWAY AREAS & WALKWAYS	40,984 S.F.	24.3%
LANDSCAPE AREA	286,391 S.F.	169.7%
TOTAL	545,028 S.F.	322.8%

TYPE	TOTAL S.F.	%
LANDSCAPE AREAS	286,391 S.F.	100%
LANDSCAPE SQUARE FEET	286,391 S.F.	100%

BUILDING	FOOTPRINT S.F.	% OF TOTAL
BUILDING 1	73,878 S.F.	43.8%
BUILDING 2	30,248 S.F.	17.9%
BUILDING 3	35,848 S.F.	21.2%
BUILDING 4	28,848 S.F.	17.1%
TOTAL	168,822 S.F.	100%

TYPE	TOTAL S.F.	% OF TOTAL
TOTAL BUILDING FOOTPRINT AREA	168,822 S.F.	100%
LANDSCAPE AREAS	286,391 S.F.	169.7%
TOTAL OVERALL BUILDING AREA	455,213 S.F.	269.7%
REQ. TREES PARKING SPACES	21,120 TREES	
PROVIDED TREES STRUCTURE 1	1,185 TREES	
PROVIDED TREES STRUCTURE 2	1,185 TREES	
SURFACE PARKING A	386 TREES	
SURFACE PARKING B	250 TREES	
SURFACE PARKING C	144 TREES	
SURFACE PARKING D	74 TREES	
TOTAL ACTUAL PARKING SPACES	854 TREES	



PRELIMINARY - NOT FOR CONSTRUCTION

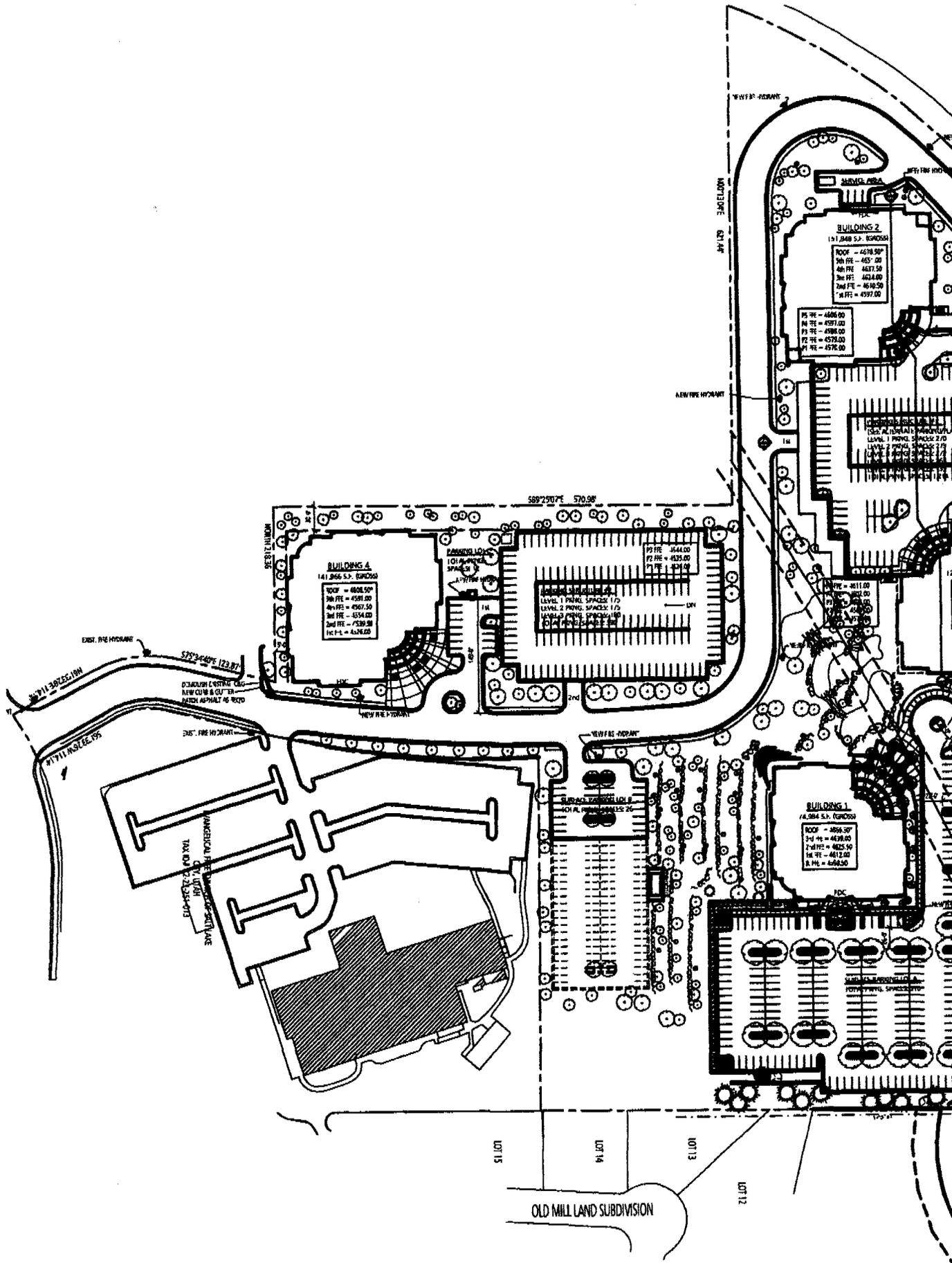
5.28.03

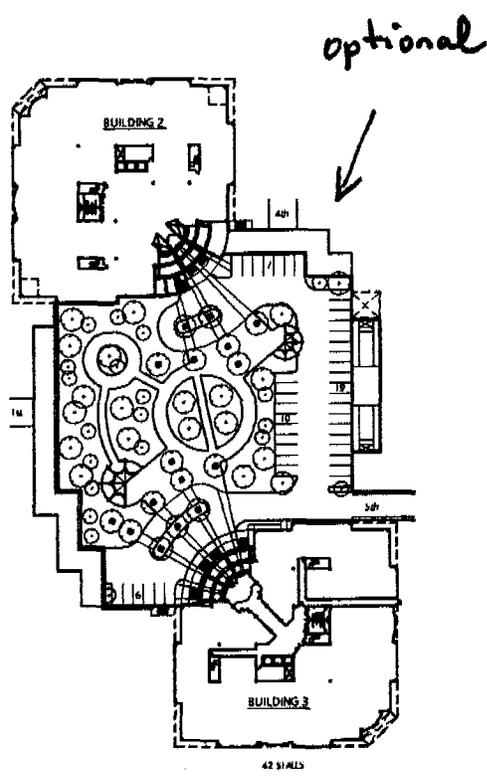
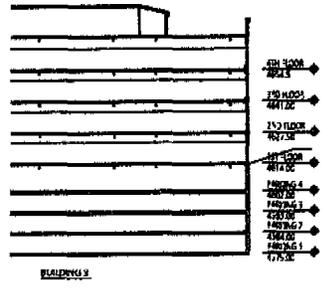
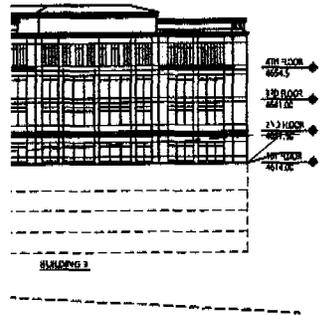
MILROCK PARK  
Building 2  
Holladay, Utah

MASTER SITE PLAN

SD0.0

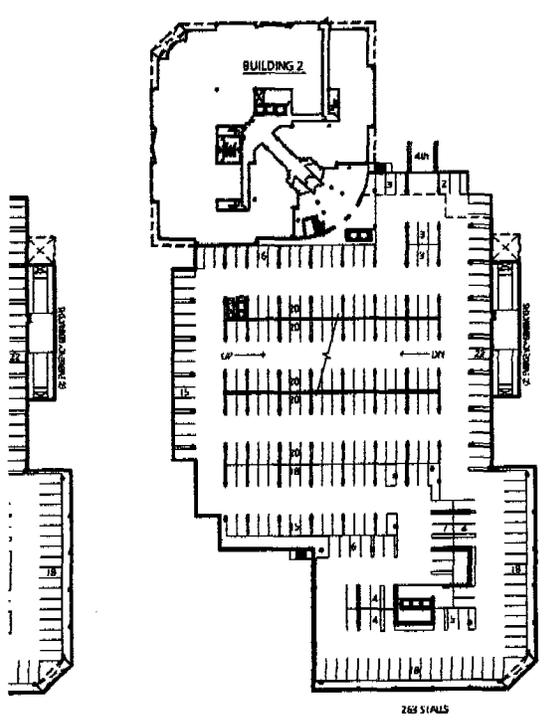
Exhibit "B"



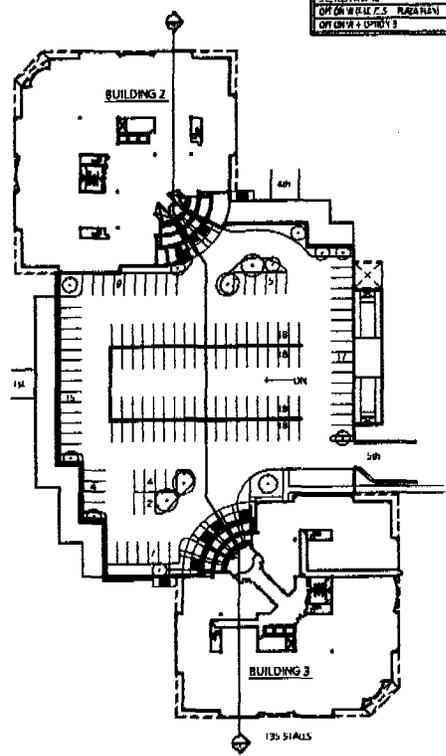


Alt. Parking Level 5 Plaza Plan (Option 'A')  
SCALE: 1"=60'-0"

PARKING	
Site Area Parking	1254 STALLS
OP OR W/BLK 2, 3 PLAZA PLAN	117 STALLS
OP OR W/2 OP/DRY 8	120 STALLS



Parking Level 4 (103,330 S.F.)  
SCALE: 1"=60'-0"



Parking Level 5 (63,500 S.F.)  
SCALE: 1"=60'-0"

5.6.03

BEECHER WALKER & ASSOCIATES  
1000 East 15th Street  
Salt Lake City, Utah 84143  
Architectural Engineer & Designer

Milrock Park  
Building 2 & 3  
Holladay, Utah

PARKING PLANS,  
SECTION &  
ELEVATION

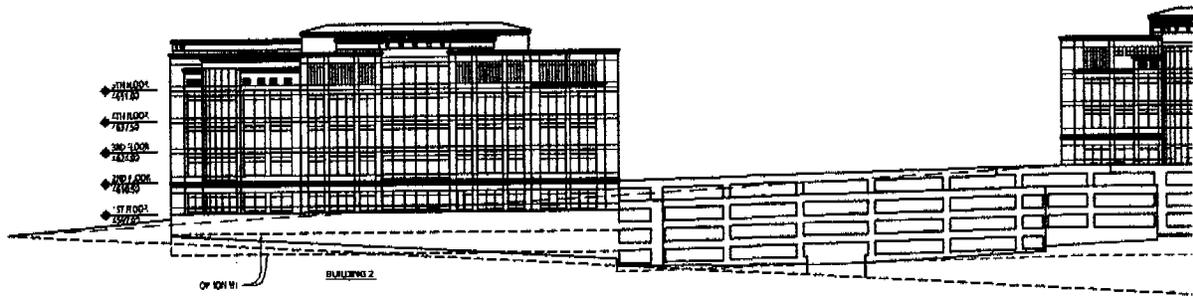
PCM / LB

134.0202

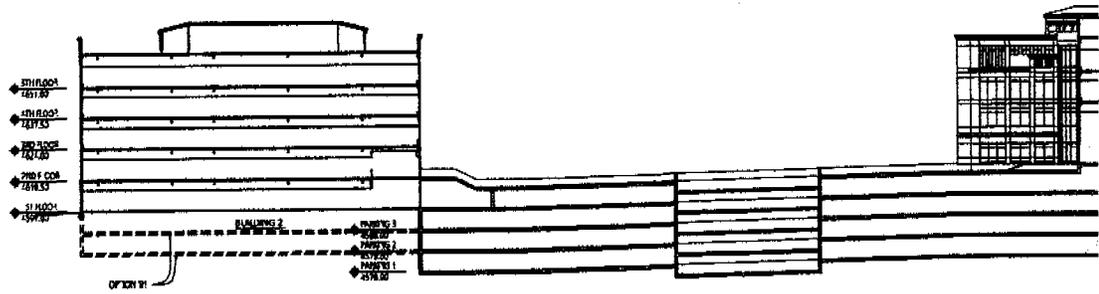
SDO.1

PRELIMINARY - NOT FOR CONSTRUCTION

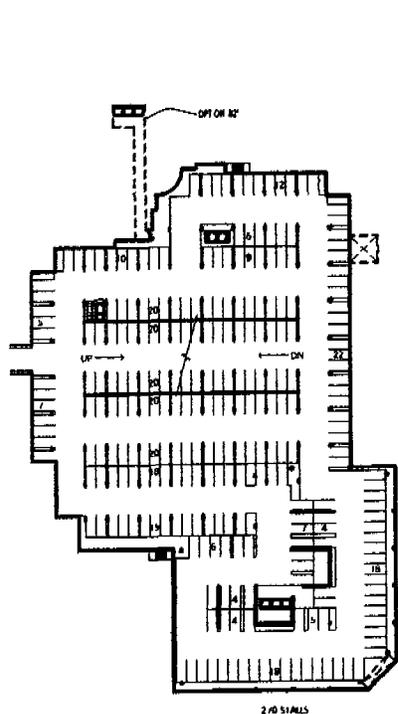
Exhibit "B" - Parking structure "1" detail



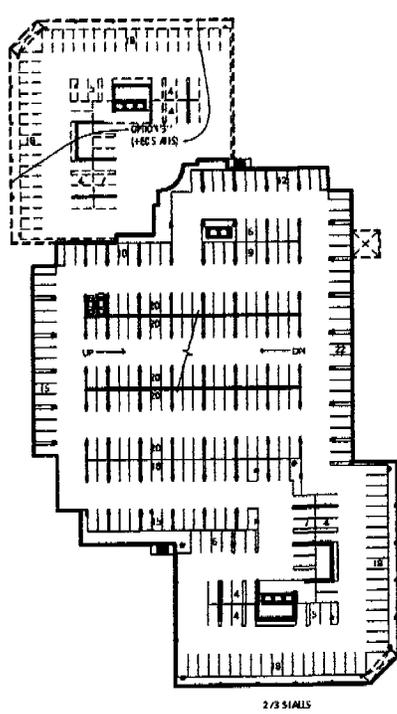
2 West Elevation  
SD0.1  
SCALE: 1"=30'-0"



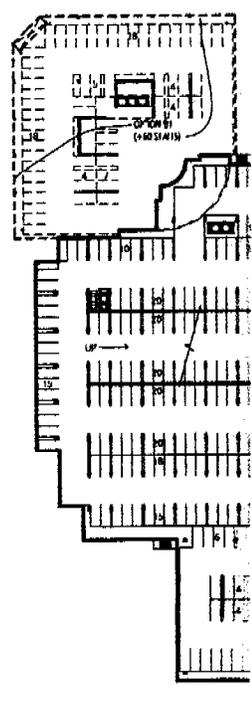
1 Section  
SD0.1  
SCALE: 1"=30'-0"



Parking Level 1 (106,015 S.F.)  
SCALE: 1"=60'-0"



Parking Level 2 (106,015 S.F.)  
SCALE: 1"=60'-0"



Parking Level 3 (106,015 S.F.)  
SCALE: 1"=60'-0"

BUILDING IDENTIFICATION MONUMENT SIGNAGE:  
AS PER AGREEMENT WITH CITY AND DEVELOPER, TO MEET CITY SIGN ORDINANCES.

**OTHER ZONING ITEMS:**

- BICYCLE PARKING**  
BICYCLE PARKING TO BE PROVIDED AS PER ORD ZONING, AND LOCATED NEAR THE ENTRANCE TO EACH BUILDING.
- ON-SITE FOOD SERVICES:**  
THERE IS THE POSSIBILITY OF ON-SITE FOOD SERVICES TO BE IN THE FORM OF A CAFETERIA OR RESTAURANT.
- PEDESTRIAN WALKWAYS:**  
AS SHOWN ON SITE PLAN, AND A MIN. WIDTH OF 5 FEET. (AS PER 13.45.170)

**SITE COVERAGE**

BUILDING 1	23,675 S.F.	2.5%
BUILDING 2	30,646 S.F.	3.0%
BUILDING 3	30,646 S.F.	3.0%
BUILDING 4	28,600 S.F.	3.0%
SUBTOTAL	113,567 S.F.	12.0%
SURFACE PARKING A	116,935 S.F.	12.5%
SURFACE PARKING B	11,696 S.F.	1.2%
SURFACE PARKING C	6,598 S.F.	0.7%
SURFACE PARKING D	3,476 S.F.	0.6%
PARKING STRUCTURE 1	71,775 S.F.	7.7%
PARKING STRUCTURE 2	49,736 S.F.	5.4%
OTHER HARDSCAPE SURFACES	40,952 S.F.	4.3%
ROADWAYS	143,976 S.F.	15.2%
LANDSCAPING	386,391 S.F.	41.0%

**DENSITY & PARKING**

TOTAL BUILDING FOOTPRINT AREA	113,567
NUMBER OF FULL FLOORPLATES	17.2
TOTAL GROSS BUILDING AREA	490,000
REQUIRED PARKING STALLS	1,960
PROGRAMMED STALLS STRUCTURE 1	1,214
PROGRAMMED STALLS STRUCTURE 2	530
SURFACE PARKING A	316
SURFACE PARKING B	26
SURFACE PARKING C	12
SURFACE PARKING D	4
TOTAL ACTUAL PARKING STALLS	2,102

**Exhibit "B" - Detail Sheet**

# ZONING / CODE ANALYSIS

## LANDSCAPING REQUIREMENTS:

TREES REQUIRED:  
 TOTAL PARKING PROVIDED -  
 TOTAL TREES REQUIRED (1 TREE PER 10 SPACES, 40% EVERGREENS) -

2,102 SPACES  
 MIN. OF 219 TREES (w/ 96 BEING EVERGREENS)

### LANDSCAPING IN SURFACE PARKING AREAS:

LOT A:  
 LOT 'A' TOTAL AREA -  
 REQUIRED LANDSCAPING IN PARKING AREA -  
 PROVIDED LANDSCAPING IN PARKING AREA -

116,935 SF  
 11,693 SF (10%)  
 21,146 SF

LOT B:  
 LOT 'B' TOTAL AREA -  
 REQUIRED LANDSCAPING IN PARKING AREA -  
 PROVIDED LANDSCAPING IN PARKING AREA -

11,696 SF  
 1,169 SF (10%)  
 1,500 SF

LOT C:  
 LOT 'C' TOTAL AREA -  
 REQUIRED LANDSCAPING IN PARKING AREA -  
 PROVIDED LANDSCAPING IN PARKING AREA -

6,598 SF  
 659 SF (10%)  
 1,000 SF

LOT D:  
 LOT 'D' TOTAL AREA -  
 REQUIRED LANDSCAPING IN PARKING AREA -  
 PROVIDED LANDSCAPING IN PARKING AREA -

3,476 SF  
 347 SF (10%)  
 500 SF

### OPEN SPACE REQUIREMENTS:

TOTAL SITE AREA -  
 TOTAL OPEN SPACE -  
 OPEN SPACE CALCULATIONS -

21.7 ACRES (944,566 SF)  
 8.90 ACRES (386,391 SF)  
 41.0% (35% REQUIRED)

## SCREENING REQUIREMENTS:

SCREENING REQUIRED:  
 SCREENING @ TRASH ENCLOSURES -  
 LOADING AREAS -  
 MISC. SCREENING -

6' HIGH MASONRY (ALL SIDES), 50' MIN. FROM RESID.  
 SCREENED WITH LANDSCAPING  
 ALL SCREENING AS PER 13.45.150

## PARKING REQUIREMENTS:

PARKING REQUIRED:  
 TWO SPACES PLUS ONE SPACE/200 N.S.F. (392,000 N.S.F.)  
 PARKING PROVIDED

1962 STALLS  
 2102 STALLS

## SIGNAGE REQUIREMENTS:

PARK ENTRANCE MONUMENT AND BUILDING WALL SIGNAGE:

BLDG.	FOOTPRINT S.F. (TOP PLR.)	LEVELS	TOTAL S.F.
1	23,675 S.F. (22,569 S.F.)	3 (W/ B.)	74,984 S.F.
2	30,646 S.F. (29,264 S.F.)	5	151,848 S.F.
3	30,646 S.F. (29,264 S.F.)	4	121,202 S.F.
4	28,600 S.F. (27,400 S.F.)	5	141,966 S.F.
TOTAL	113,567 S.F.		490,000 S.F.

SURFACE PARKING	FOOTPRINT S.F. (MINUS LANDSCAPE)	TOTAL S.F. (MINUS LANDSCAPE)	NO. STALLS
A	116,935 S.F.	116,935 S.F.	316
B	11,696 S.F.	11,696 S.F.	26
C	6,598 S.F.	6,598 S.F.	12
D	3,476 S.F.	3,476 S.F.	4
TOTALS	138,705 S.F.	138,705 S.F.	358
PARKING STRUC.	FOOTPRINT S.F.	TOTAL S.F.	NO. STALLS
1	71,775 S.F.	480,781 S.F.	1,214
2	49,736 S.F.	149,208 S.F.	530
TOTALS	121,511 S.F.	629,989 S.F.	1,744
TOTAL PARKING	260,216 S.F.	768,694 S.F.	2,102

LOCATION	TOTAL S.F.	% of TOTAL
BUILDING FOOTPRINT AREA	113,567 S.F.	12.0%
PARKING LOT FOOTPRINT AREA	260,216 S.F.	30.0%
STREET AREA	143,976 S.F.	15.2%
DUMPSTER PADS & MISC.	40,952 S.F.	4.3%
LANDSCAPE AREA	386,391 S.F.	38.5%
TOTAL	944,566 S.F.	100.00%



**Exhibit "C"**



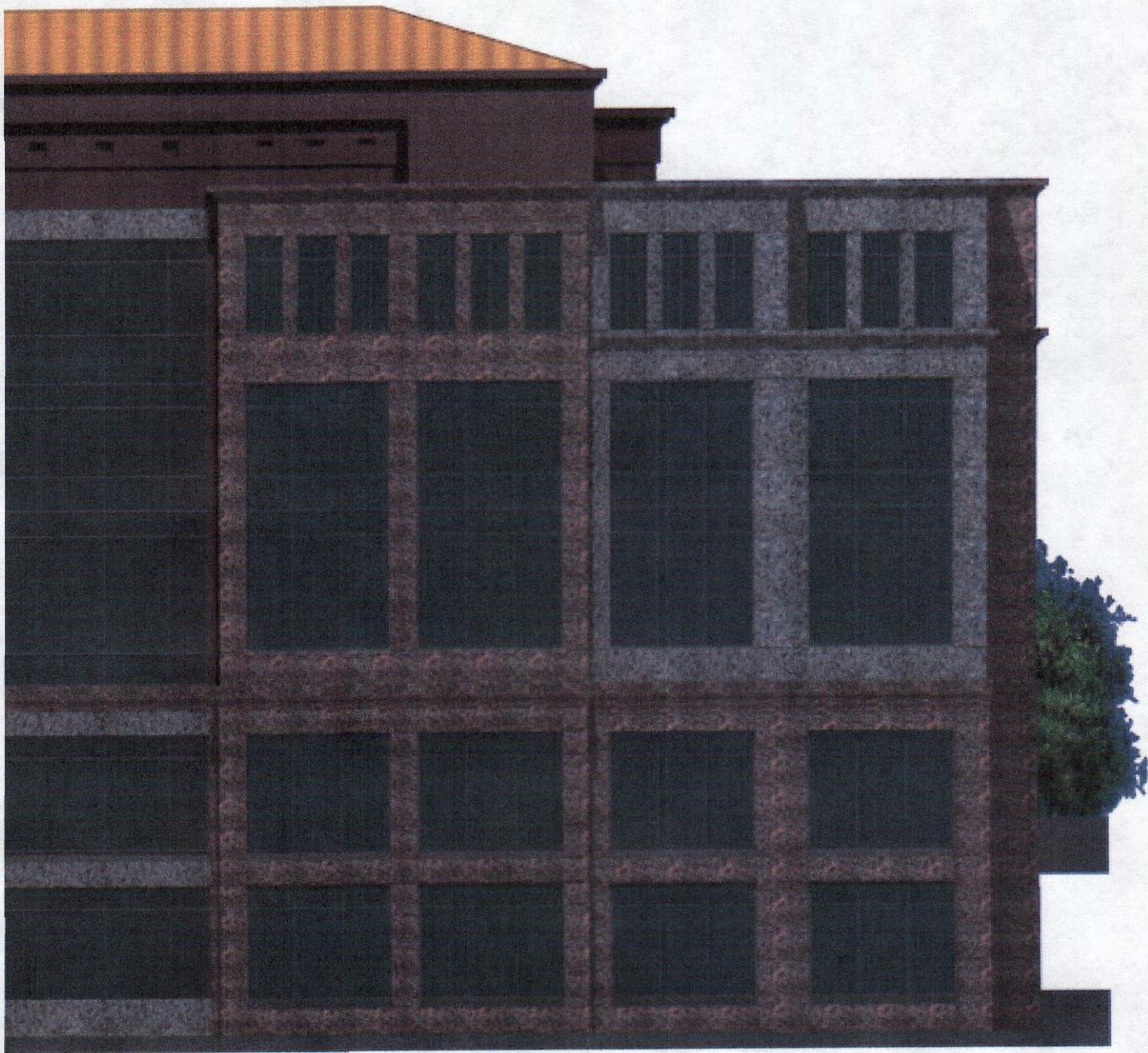


Exhibit "D" - 1

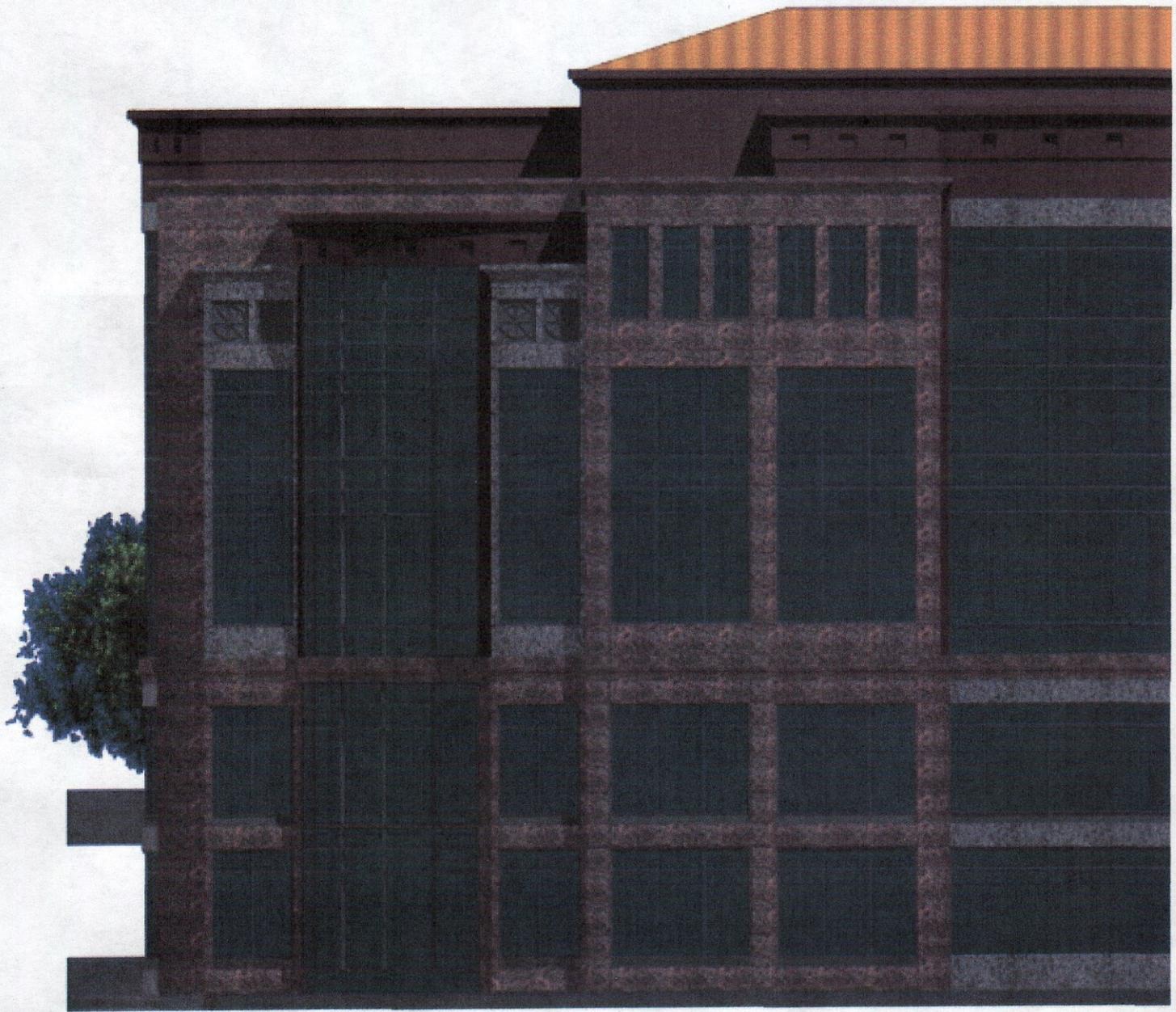




EXHIBIT "D-2"

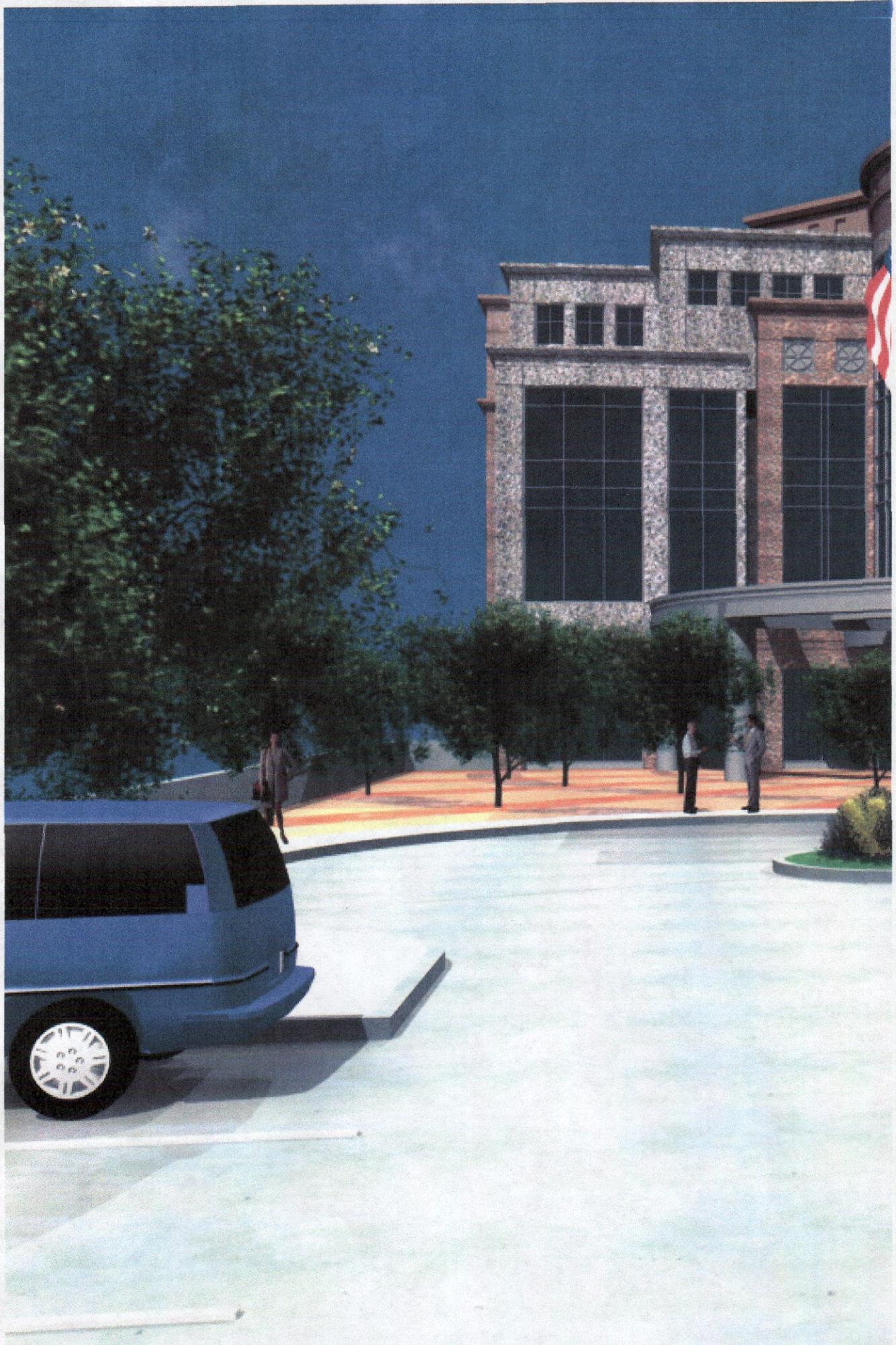
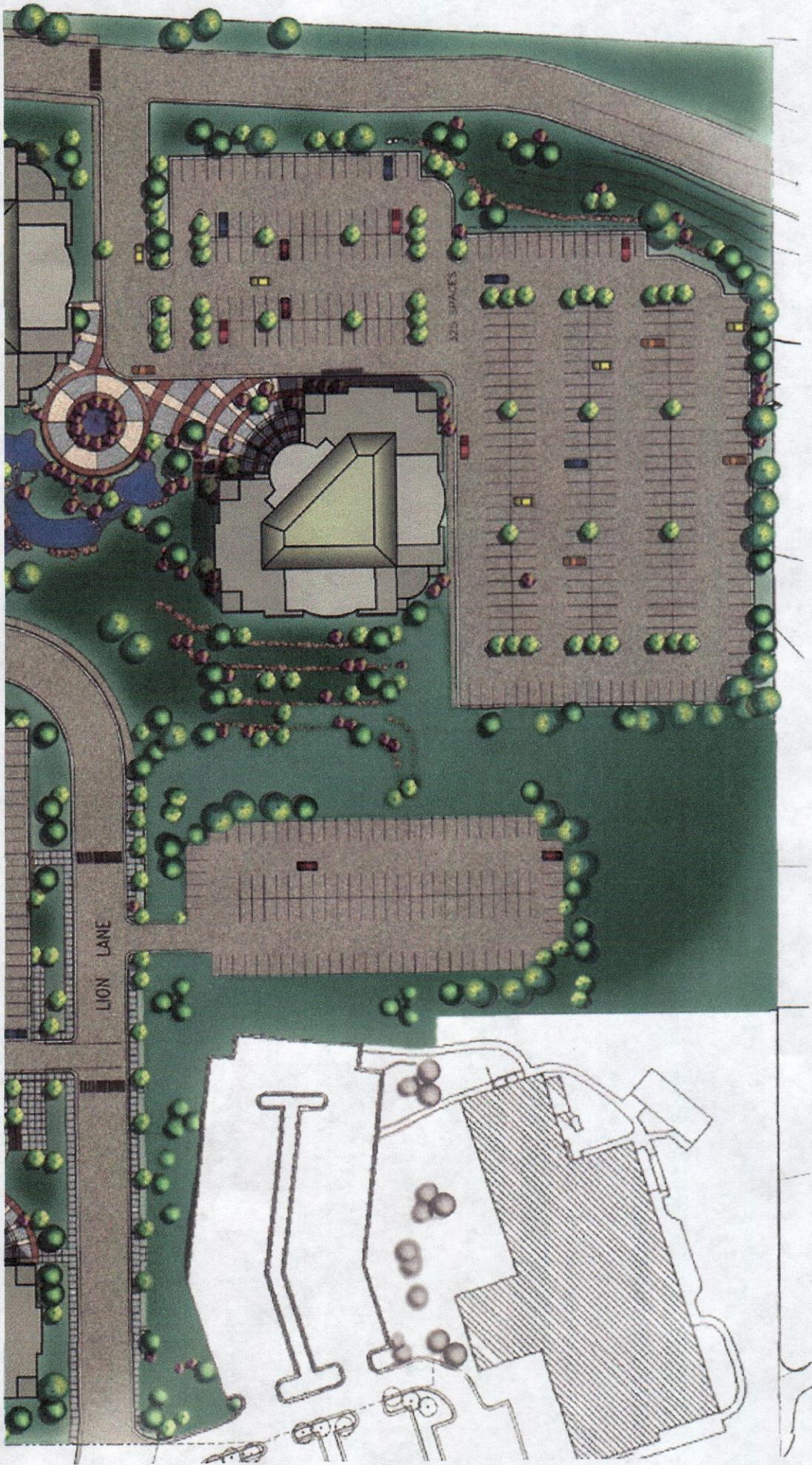


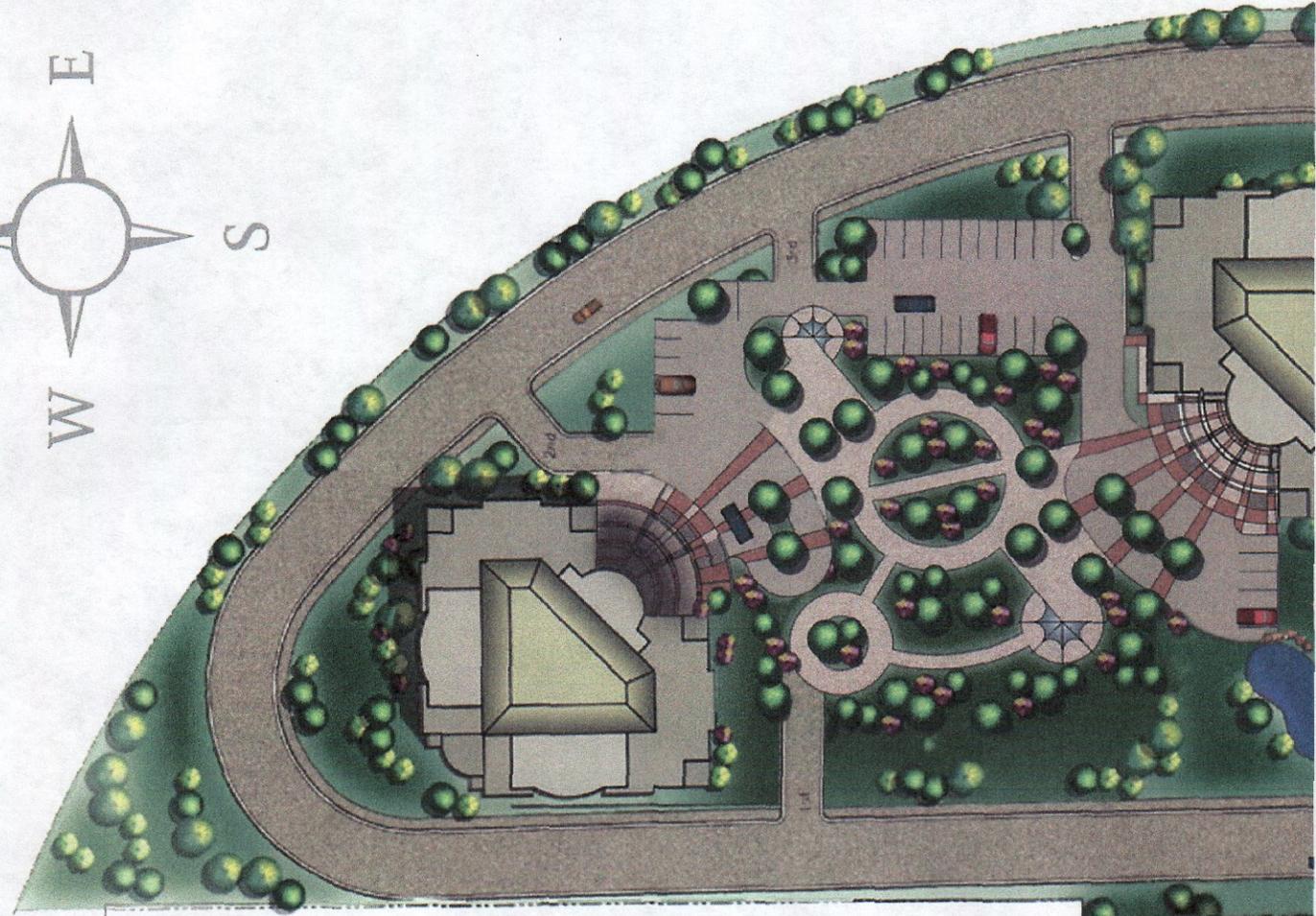
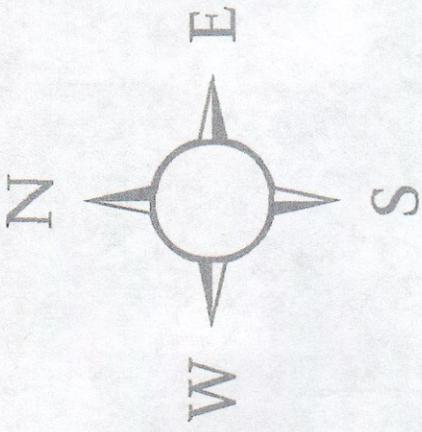
EXHIBIT D (CONT.)

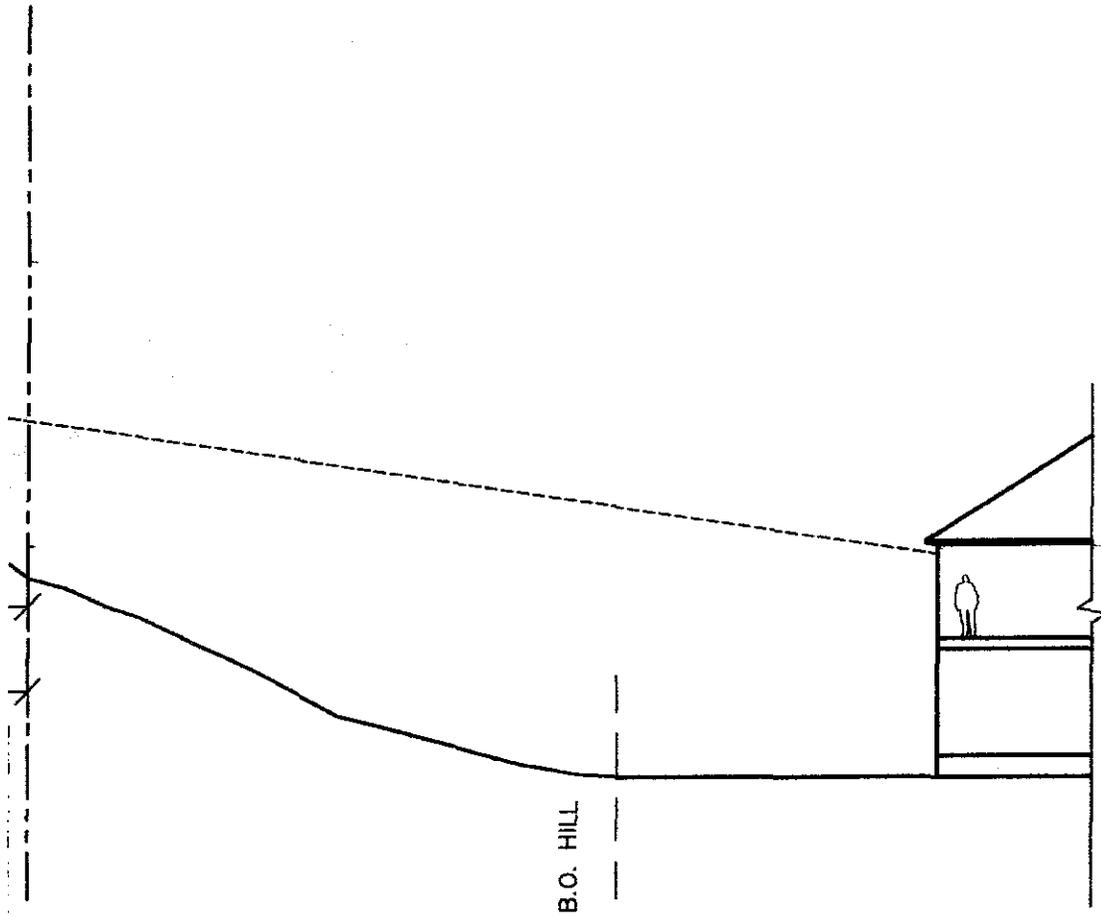


MILLROCK PARK

Exhibit "E"





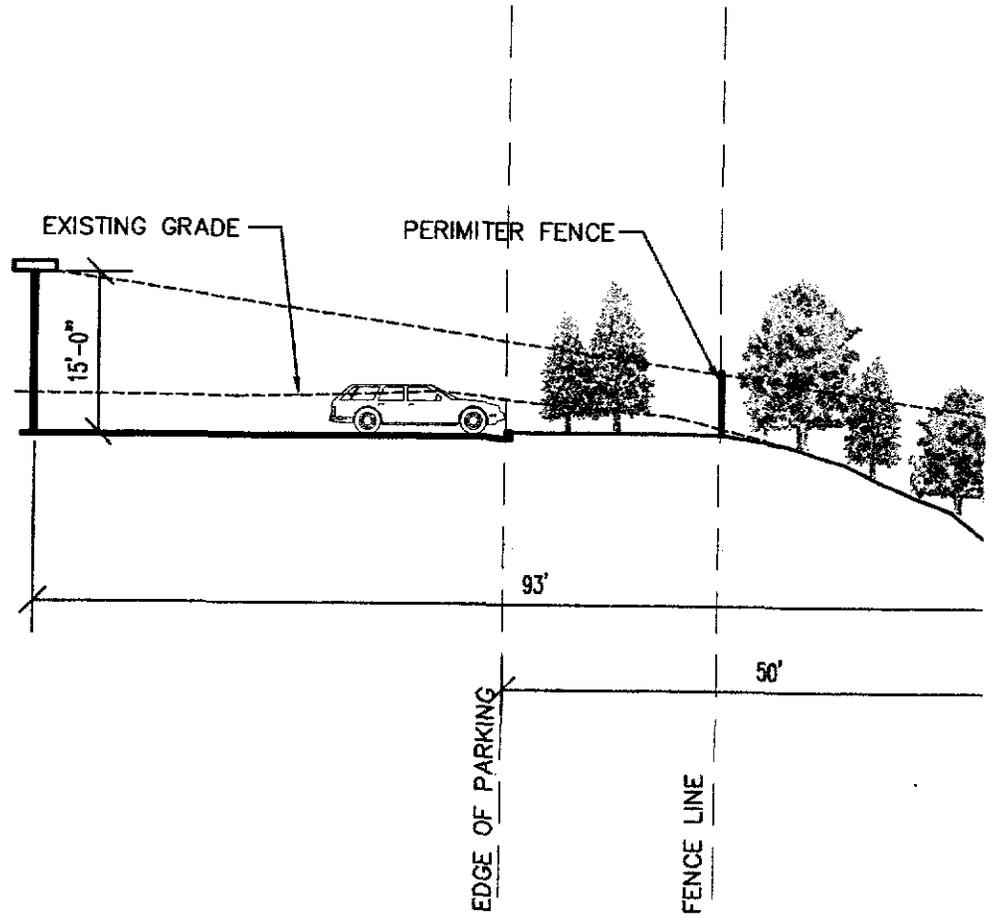


B.O. HILL

# Exhibit 'F' - 1

(CONT)

1 of 1	RDJ / LLB		<p><b>MillRock Technology Park</b>  <b>HOLLADAY, UTAH</b></p>		<p><b>BEECHER WALKER &amp; ASSOCIATES</b>  <i>Architects/Engineers/Design</i></p> <p>1200 West US Hwy      Denver, Utah 80202      Tel: 303.733.1100      Fax: 303.733.1101      www.beecherwalker.com</p>	1709702	<p>PROJECT NO.</p>
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**Partial Site Section Study**

Not to Scale

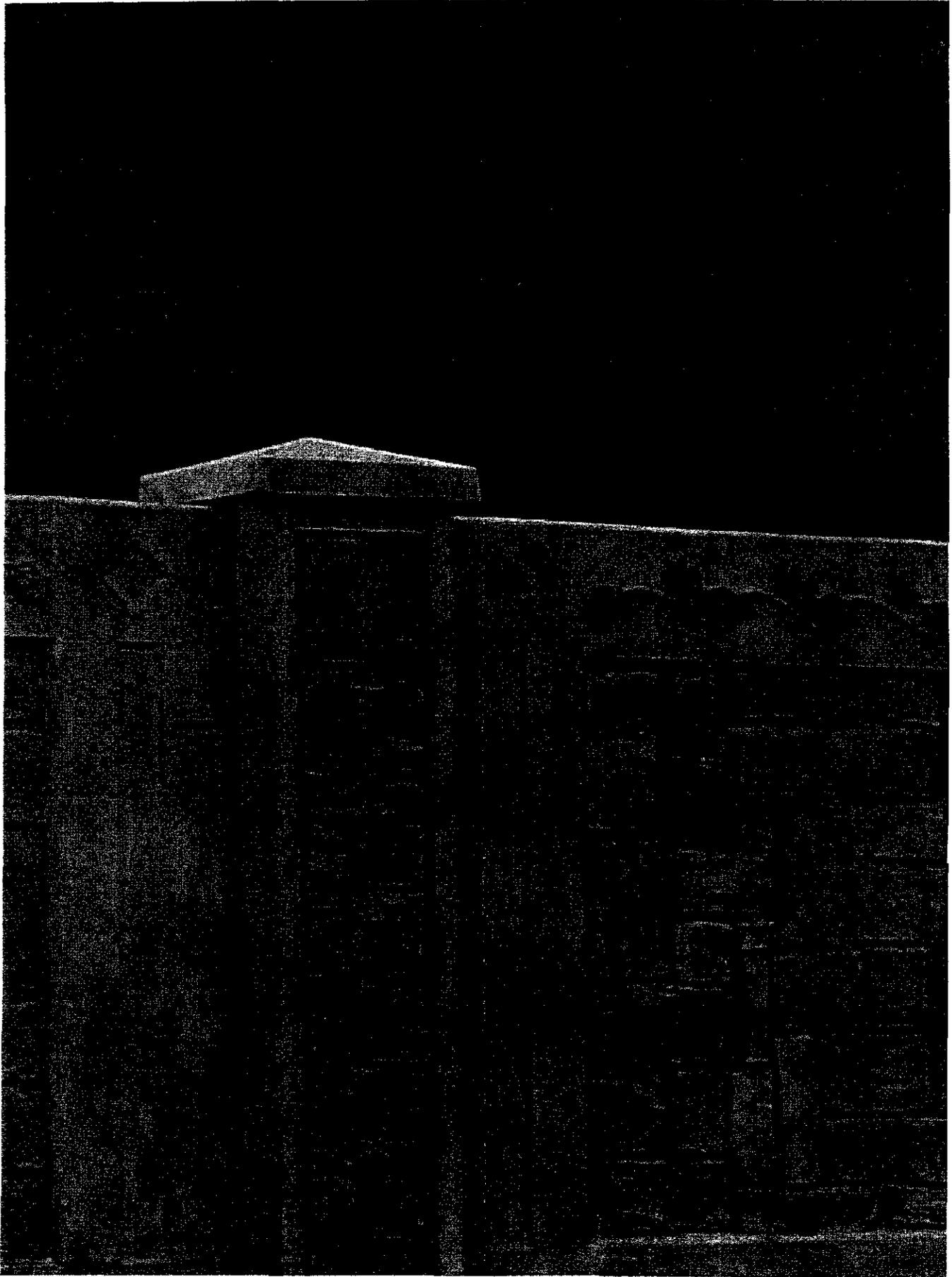
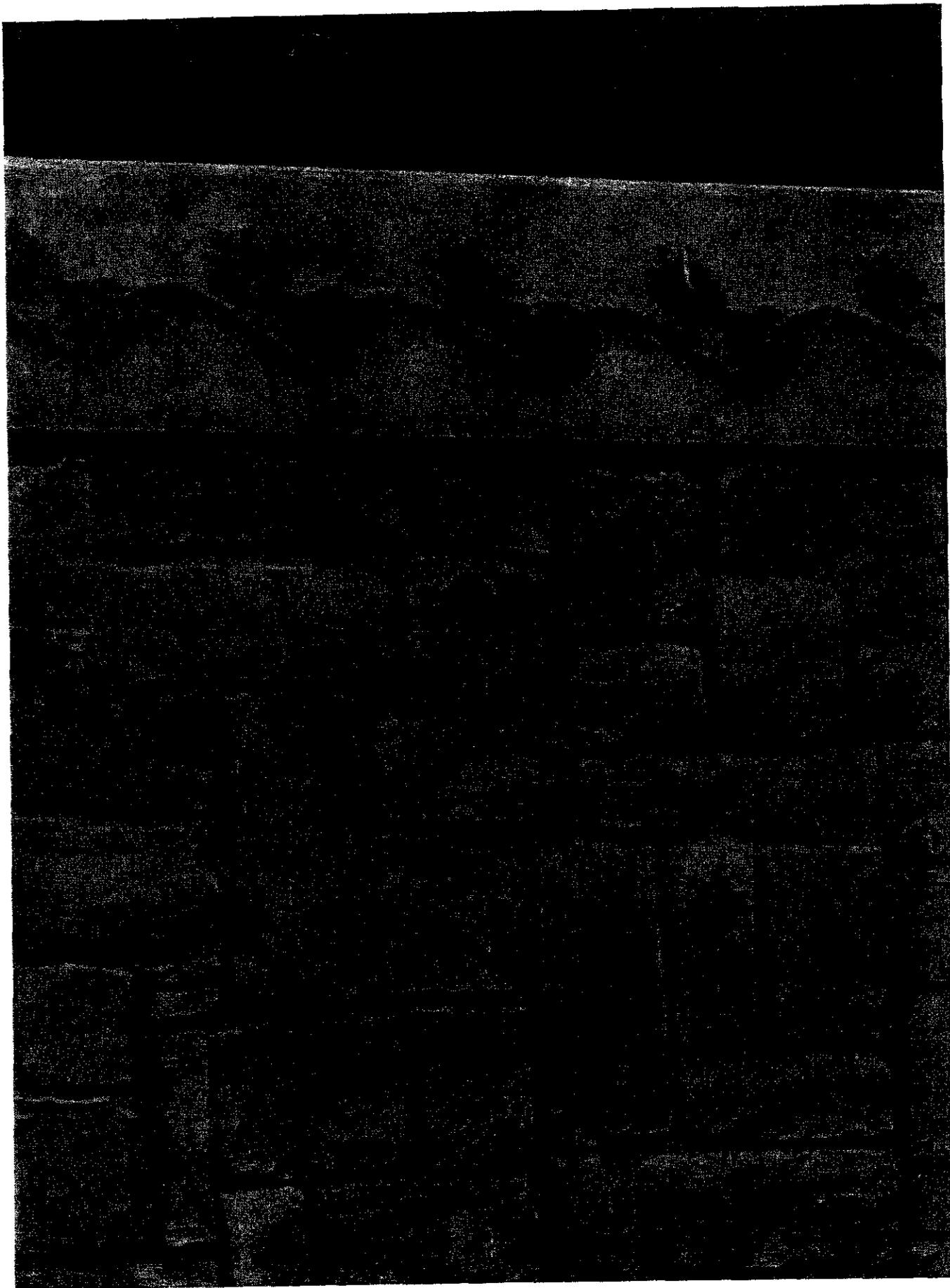


Exhibit 'F' - 2<sup>2</sup>

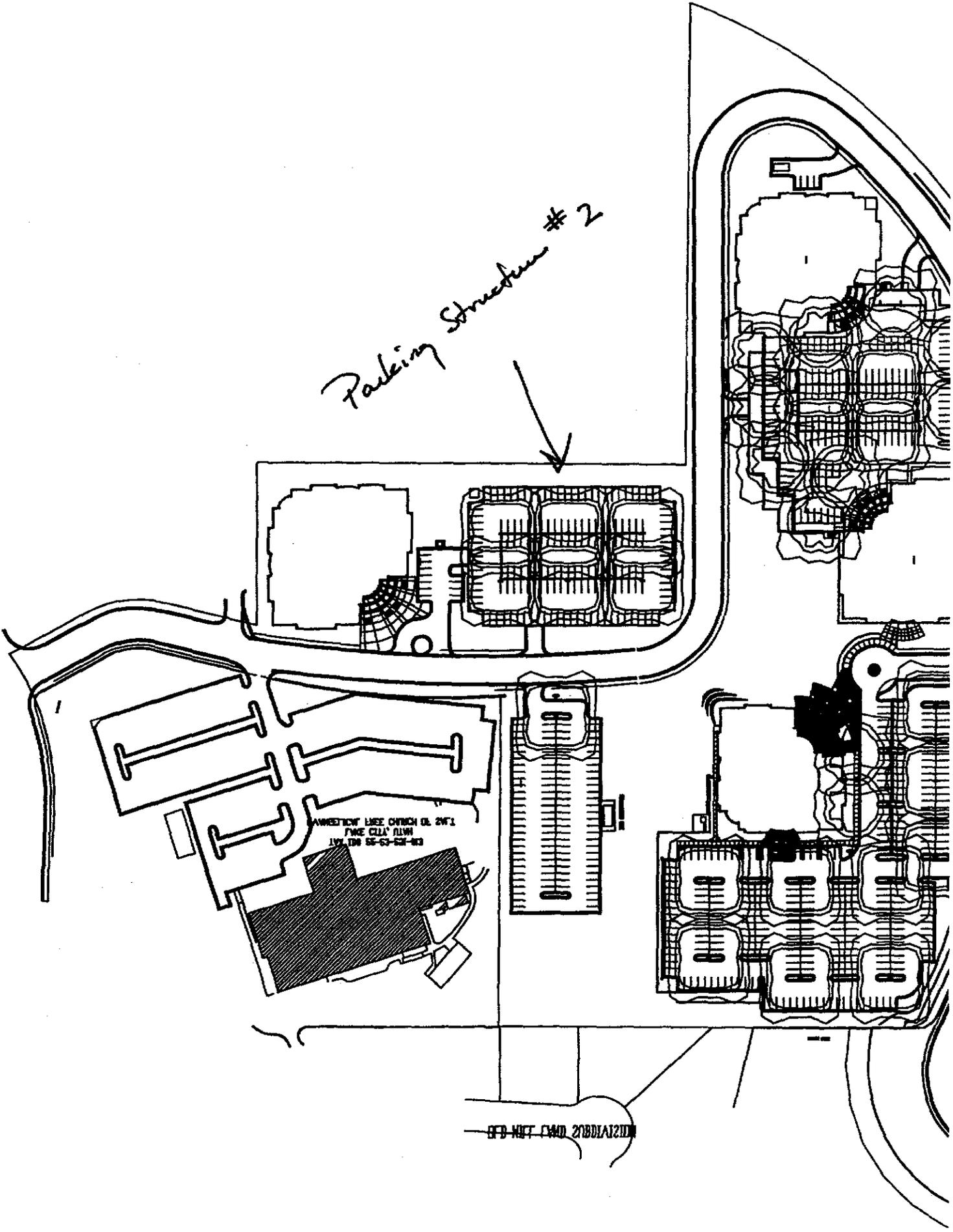


Parking Structure #2

Surface Parking Lot B - Phase "1"  
Approval by PC 1-16-02

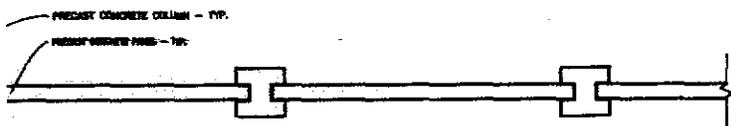
Exhibit "G"

Parking Structure # 2



AMERICAN LIFE CHURCH OF 2ND FLOOR  
FINE CLAY BLVD  
LOS ANGELES 900 55-52-52-53

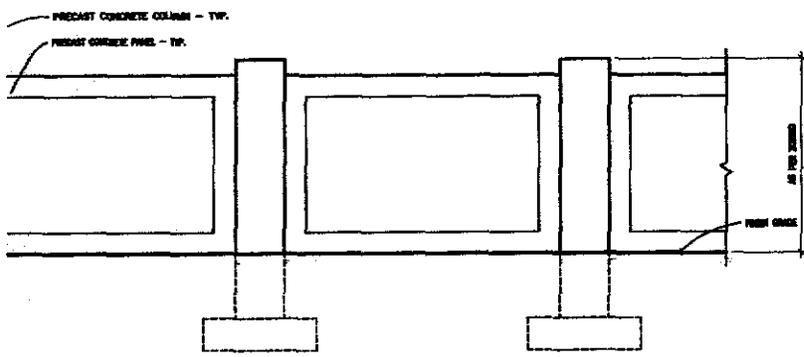
AMERICAN LIFE CHURCH



Typical Precast Fencing System Plan



Scale: 1/2" = 1'-0"



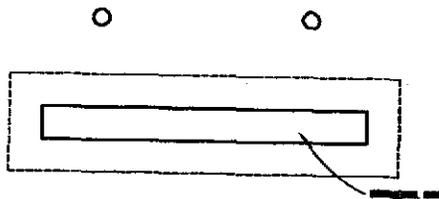
Typical Precast Fencing System Elevation



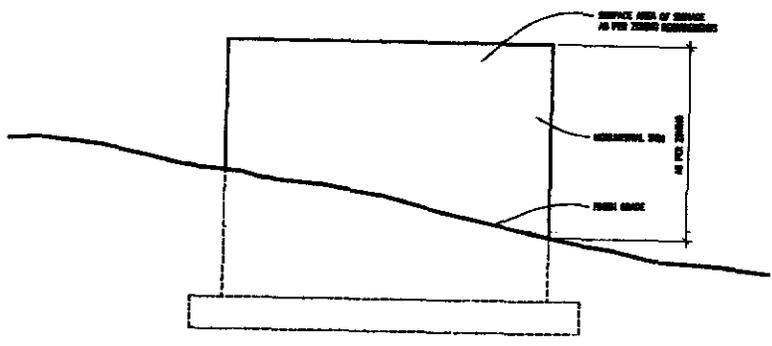
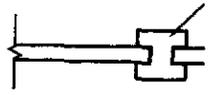
Scale: 1/2" = 1'-0"

	<p>BLECHER WALKER &amp; ASSOCIATES Architectural Group of Design</p>	<p><b>MillRock Technology Park</b> HOLLADAY, UTAH</p>	<p>TYPICAL SIGN AND FENCE PLANS AND ELEVATIONS</p>	<p>REV / DATE</p>	<p>DATE</p>	<p>S3.1</p>
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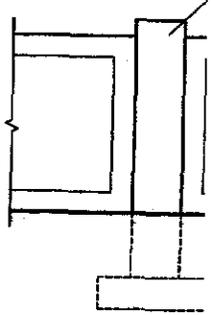
# Exhibit 'H'



Typical Monumental Sign Elevation  
Scale: 1/2" = 1'-0"



Typical Monumental Sign Elevation  
Scale: 1/2" = 1'-0"



## INDEMNITY AGREEMENT

THIS IS AN AGREEMENT TO PERFORM CONTRACTUAL OBLIGATIONS AND INDEMNITY AGREEMENT dated as of July 31, 2002 (this "Indemnity Agreement") from MILLROCK DEVELOPMENT, LLC ("Developer") for the benefit of the CITY OF HOLLADAY, a municipality and political subdivision of the State of Utah ("City").

## RECITALS

Developer is desirous of causing extensive landscaping to be installed and maintained on property owned by Utah Department of Transportation ("UDOT") in conjunction with the development located at approximately 6300 South and 3200 East; and

UDOT requires that the installation and maintenance of landscaping on UDOT property be pursuant to written agreement with another political subdivision;

In order to induce the City to execute and deliver a Landscape Maintenance Agreement, and as part of the consideration therefor, Developer hereby agrees with the City as follows:

**Section 1. Agreement** Developer acknowledges that City has entered into an agreement with UDOT for the installation and maintenance of landscaping on property owned by UDOT. Said agreement is attached as *Exhibit A*. Developer agrees to assume, perform and in all manner fulfill and satisfy any and all obligations, requirements and covenants of the City as set forth in said agreement.

**Section 2. Indemnity.** Developer agrees to indemnify and hold harmless the City and its members, officers, employees and agents (any such person being herein sometimes called an "Indemnified Party"), against all losses, claims, damages or liabilities, joint or several, to which such Indemnified Party may become subject under any statute or regulation or at law or in equity or otherwise, and will reimburse any such Indemnified Party for any legal or other expenses incurred by it in connection with investigating any claims against it and defending any actions, insofar as such losses, claims, damages, liabilities or actions arise out of or are based upon the execution and delivery of the Landscape Maintenance Agreement, *Exhibit A*.

**Section 3. Notices.** All notices, requests and other communications to any party hereunder shall be given in writing and shall be given to such party, addressed to it, at its address set forth below:

If to the City, addressed:

City of Holladay  
4707 South Holladay Boulevard  
Holladay, Utah 84117  
Attention: COMMUNITY DEVELOPMENT DIRECTOR

If to Developer,  
addressed:

Millrock Development, LLC  
3115 East Lion Lane  
(6515 South) Suite 200  
Holladay, Utah 84121  
Attention: Steve Peterson

or such other address as such party may hereafter specify for such purpose by notice to the other party. Each such notice, request or communication shall be effective when delivered at the address specified herein.

**Section 4. Entire Agreement.** This Indemnity Agreement contains the entire agreement among the parties relating to the subject matter hereof, and there are no other representations, endorsements, promises, agreements or understandings, oral, written or inferred, between the parties relating to the subject matter hereof.

**Section 5. Amendment.** This Indemnity Agreement shall not be deemed or construed to be modified, amended, rescinded, cancelled or waived, in whole or in part, except by a written instrument signed by Developer and the City.

**Section 6. Successors and Assigns.** This Indemnity Agreement shall be binding upon, inure to the benefit of, and be enforceable by, the respective successors and assigns of Developer and the City.

**Section 7. Execution in Counterparts.** This Indemnity Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

**Section 8. Governing Law.** This Indemnity Agreement shall be governed by and construed in accordance with the laws of the State of Utah.

IN WITNESS WHEREOF, Developer has caused this Indemnity Agreement to be duly executed and delivered by its duly authorized officer as of the date first above written.

MILLROCK DEVELOPMENT, LLC

By [Signature]  
Its [Signature]

RECEIVED AND ACKNOWLEDGED

CITY OF HOLLADAY

By [Signature]  
Its COMMUNITY DEVELOPMENT DIRECTOR

6200 SOUTH STREET

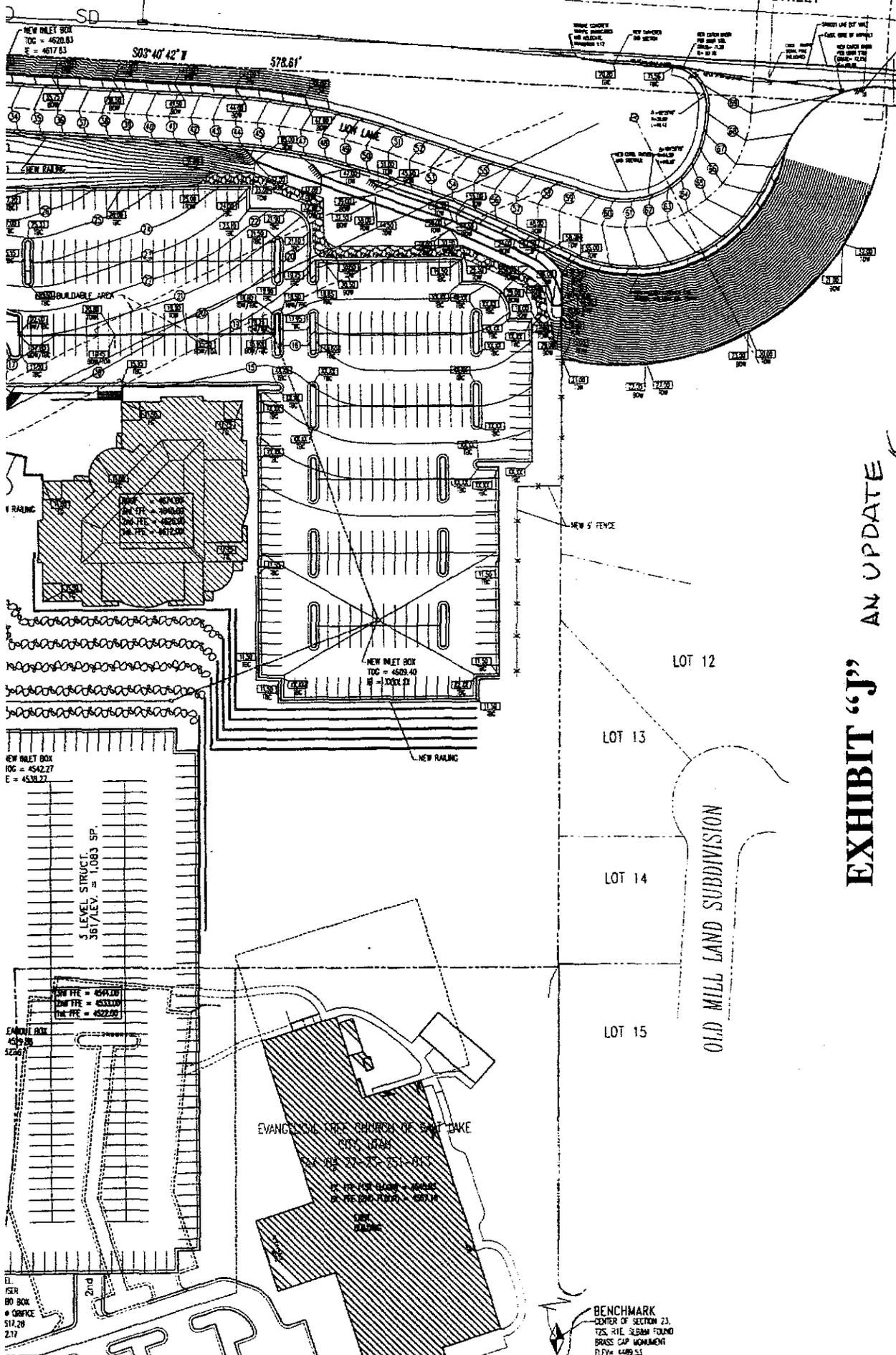
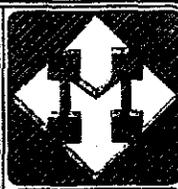


EXHIBIT "J" AN UPDATE



**McNEIL ENGINEERING AND LAND SURVEYING, L.C.**  
 PROFESSIONAL CIVIL ENGINEERING & LAND SURVEYING SERVICES  
 8855 SOUTH 900 EAST MIDVALE, UTAH 84047  
 TEL. (801) 255-7700 FAX (801) 255-8071 EMAIL: info@mcneileng.com  
 VISIT OUR WEB SITE AT: www.mcneileng.com

**MILLROCK TECHNOLOGY PARK**  
 3800 EAST 6200 SOUTH, HOLLADAY, UTAH  
 LOCATED IN THE SW 1/4 OF SECTION 24, T19, R1E, S4M

**GRADING AND DRAINAGE PLAN**

**REVISIONS**

REV	DATE	DESCRIPTION

DATE: 6/13/02  
 DRAWN BY: JTD  
 CALC. BY: JTD  
 SURVEYED BY: DO/SB  
 CHECKED BY: SFM  
 SCALE: 1" = 30'  
 COMP. DRWG: 2005J03F01A

JOB NO: 200530

SHEET NUMBER  
**C3.0**

BENCHMARK  
 CENTER OF SECTION 23,  
 T25, R1E, S4M FOUND  
 BRASS CAP MONUMENT  
 ELEV = 4489.53

