



PROVO MUNICIPAL COUNCIL

Work Meeting Agenda

1:00 PM, Tuesday, August 25, 2026
Provo Peaks Conference Room (Room 110)
445 W. Center Street, Provo, UT 84601 or
<https://www.youtube.com/provocitycouncil>

The in-person meeting will be held in the **Council Chambers**. The meeting will be available to the public for live broadcast and on-demand viewing on YouTube and Facebook at: [youtube.com/provocitycouncil](https://www.youtube.com/provocitycouncil) and [facebook.com/provocouncil](https://www.facebook.com/provocouncil). If one platform is unavailable, please try the other. If you do not have access to the Internet, you can join via telephone following the instructions below.

To listen to the meeting by phone: August 25 Work Meeting: Dial 346-248-7799. Enter Meeting ID 893 1627 6934 and press #. When asked for a participant ID, press #.

Roll Call

Approval of Minutes

August 11, 2026 Work Meeting

Business

- 1 An ordinance regarding outdoor lighting standards. (26-049)
- 2 A discussion regarding a request from the Taylor Terrace Homeowners Association for city acceptance, infrastructure upgrades, and financial assistance for its private water system. (26-061)
- 3 A discussion regarding the Vesper Amphitheater project development agreement (26-064)
- 4 A discussion regarding the Vesper Amphitheater project purchase agreement (26-064)
- 5 A Q&A session regarding the Vesper Amphitheater (26-064)

Closed Meeting

The Municipal Council or the Governing Board of the Redevelopment Agency will consider a motion to close the meeting for the purposes of holding a strategy session to discuss pending or reasonably imminent litigation, and/or to discuss the purchase, sale, exchange, or lease of real property, and/or the character, professional competence, or physical or mental health of an individual in conformance with 52-4-204 and 52-4-205 et. seq., Utah Code.

Adjournment

If you have a comment regarding items on the agenda, please contact Councilors at council@provo.gov or using their contact information listed at: provo.gov/434/City-Council.

Materials and Agenda: agendas.provo.org

Council meetings are broadcast live and available later on demand at youtube.com/ProvoCityCouncil.

The next Work Meeting will be held on Tuesday, September 8, 2026. The meeting will be held in the Council Chambers, 445 W. Center Street, Provo, UT 84601 with an online broadcast. Work Meetings generally begin between 12 and 4 PM. Council Meetings begin at 5:30 PM. The start time for additional meetings may vary. All meeting start times are noticed at least 24 hours prior to the meeting.

Notice of Compliance with the Americans with Disabilities Act (ADA)

In compliance with the ADA, individuals needing special accommodations (including auxiliary communicative aids and services) during this meeting are invited to notify the Provo Council Office at 445 W. Center, Provo, Utah 84601, phone: (801) 852-6120 or email kmartins@provo.gov at least three working days prior to the meeting. Council meetings are broadcast live and available for on demand viewing at youtube.com/ProvoCityCouncil.

Notice of Telephonic Communications

One or more Council members may participate by telephone or Internet communication in this meeting. Telephone or Internet communications will be amplified as needed so all Council members and others attending the meeting will be able to hear the person(s) participating electronically as well as those participating in person. The meeting will be conducted using the same procedures applicable to regular Municipal Council meetings.

Notice of Compliance with Public Noticing Regulations

This meeting was noticed in compliance with Utah Code 52-4-207(4), which supersedes some requirements listed in Utah Code 52-4-202 and Provo City Code 14.02.010. Agendas and minutes are accessible through the Provo City website at agendas.provo.org. Council meeting agendas are available through the Utah Public Meeting Notice website at utah.gov/pmn, which also offers email subscriptions to notices.

Please note: These minutes have been prepared with a timestamp linking the agenda items to the video discussion.



PROVO MUNICIPAL COUNCIL

Work Meeting Minutes

11:30 AM | August 11, 2026

Provo Peaks Conference Room (110)

445 W. Center Street, Provo, UT 84601

Roll Call

Council Chair Katrice MacKay (Remote)
Council Vice-Chair Craig Christensen (Remote)
Councilor Gary Garrett, Conducting
Councilor Jeff Whitlock
Councilor Becky Bogdin
Councilor Travis Hoban
Councilor Rachel Whipple (Remote)
Mayor Marsha Judkins

Approval of Minutes

- July 8, 2025 Council Meeting
- June 9, 2026 Council Meeting
- June 17, 2026 Council Meeting
- July 14, 2026 Work Meeting
- July 14, 2026 Council Meeting
- July 22, 2026 Work Meeting

These minutes were approved by unanimous consent.

Business

1. A discussion regarding a request from the Taylor Terrace Homeowners Association for city acceptance, infrastructure upgrades, and financial assistance for its private water system. (26-061) [00:03:02](#)

Engineer Lane Peirce of Public Works presented on behalf of the Taylor Terrace Homeowners Association (HOA), which consists of 22 homes located near the Rock Canyon Temple. Seven of those homes are served by a private water main within a small cul-de-sac that experienced a water main break. The existing infrastructure, an 8-inch main running into the cul-de-sac with meters located at each house rather than at the street, does not conform to current city standards and is not a configuration that would be approved today under state or city requirements. Public Works Director Gordon Haight noted that this arrangement is also problematic from a culinary water compliance standpoint, as water serving multiple entities on private infrastructure is no longer legally permissible.

Mark Doyle, HOA President, addressed the Council and explained that the unusual infrastructure configuration dates to the mid-1970s and was discovered only when the main began to fail. He noted that approximately one-third of the 22 homeowners are on fixed incomes. The HOA's position was that homeowners are willing to pay the portion of costs equivalent to what any individual homeowner would pay to replace a service line (estimated at \$7,000–\$10,000 per home) but requested that the city share the cost of replacing or reconfiguring what is effectively city-level infrastructure running through private property. The total city-share request was estimated at up to \$100,000, with the homeowner portion estimated at approximately \$50,000.

City Attorney Jones clarified that a 2022 city code provision allows private infrastructure to be dedicated to the public, either through a fully self-funded administrative process or through a request to the Council for an appropriation. The HOA was following the latter path. Director Haight noted that a potentially less costly alternative (running individual lateral lines from the street to each home with meters placed in the public right-of-way) had been identified but not yet bid.

In response to Councilor Whitlock's question about the practical benefit to the city, Director Haight stated that the private line was actively leaking treated water upstream of the individual meters, leaving the city to bear the cost of producing the lost water. Because the line served all seven affected homes, the city could not shut it off without interrupting service to every residence. He stated that resolving the leak would save the city money. Haight added that Public Works was monitoring the condition and had not observed evidence of a sinkhole or similar damage.

Council members expressed significant reservations about the city funding improvements to infrastructure on private property, noting that similarly situated homeowners elsewhere in the city are responsible for the full cost of service line replacement to the street. Councilor Whipple stated she did not believe it was appropriate to use city funds to repair a private asset, regardless of how the original configuration came to be. Councilor Hoban suggested a potential framework in which homeowners pay from their house to the public right-of-way and the city covers only the work at the road itself. Several members also noted the precedent-setting nature of the decision, given that Public Works identified approximately 20 to 30 similarly situated properties citywide. Council Member Whitlock and Councilor Garrett expressed interest in understanding what assistance, if any, the city provided during a comparable situation involving the Quail Valley development before making a determination here.

A motion was made by Councilor Hoban to return the item to a future work session with additional information, including: a proposed cost-sharing framework in which residents pay from the house to the public right-of-way and the city covers costs at the road; an estimate of costs under that framework; an inventory of similarly situated properties citywide; and details on what assistance the city provided in the Quail Valley situation. The motion was seconded by Councilor Whitlock. The motion passed 5-1 (Councilor Bogdin opposed; Councilor Christensen excused).

Councilor Whipple requested that staff also provide information on the city's standard procedure for addressing known leaks on private property and how long such situations are typically left

unresolved before the city takes action. Councilor Garrett asked that the item return within two weeks.

2. A discussion regarding outdoor lighting standards (26-049) [00:38:41](#)

Intern Britton Johnson presented proposed amendments to Provo City's outdoor lighting code, developed in response to a request from Council Members Whitlock, MacKay, and Christensen. The proposal drew on five principles for responsible outdoor lighting published by Dark Sky International and the Illuminating Engineering Society, focused on directing light only where needed.

Key proposed changes included: establishing a correlated color temperature maximum of 3,000 Kelvin for outdoor lighting (consistent with dark sky compliance standards and aligned with currently installed city streetlights); requiring full shielding on all fixtures, meaning light must be recessed and directed entirely downward with no light emitted above the horizontal plane; eliminating a historical exemption for fixtures styled to appear antique or architectural in character; and setting a color temperature limit of 5,700 Kelvin for sports lighting to accommodate camera color rendering. Proposed exceptions included Christmas lights, construction and emergency lighting, airports, and sports facilities. The proposal also addressed off-premises electronic display signs, applying a maximum of 300 nits at night and 5,000 nits during daylight hours, consistent with on-premises sign standards. Johnson confirmed that none of these changes would be retroactive—they would apply only to new construction, remodels, or fixture replacements.

Council Member Whitlock noted support for the proposal as a long-term investment in sky quality and resident quality of life, and emphasized that the intent was not to impose burdens on individual homeowners. Councilor Bogdin raised questions about applicability to residential porch lights and cost impacts. Johnson clarified that color temperature changes to LED fixtures carry no significant cost premium. City Attorney Jones clarified that the provisions would apply primarily in the context of development review and new construction permitting, not to existing residential lighting. It was also clarified that the reference to "off-premises" lighting should be reviewed for precision, as the intent was to exempt single-family residential properties from individual fixture requirements while still addressing parking lots and commercial settings.

A motion was made by Councilor Bogdin to return the ordinance to a future work session in two weeks for further refinement before advancing to a council meeting. The motion was seconded by Councilor Whitlock. The motion passed 6-0 (Councilor Christensen excused).

3. A resolution adopting an Americans with Disabilities Act transition plan. (26-063) [00:57:10](#)

Engineer David Michelsen presented the proposed ADA Transition Plan, which formalizes Provo City's roadmap toward compliance with the Americans with Disabilities Act of 1990 as amended. Michelsen explained that the law requires all public entities to maintain a transition plan, and that significant fines can result from not having one in place. The plan as presented incorporates self-evaluation assessments completed by Public Works and Parks and Recreation, with other departments continuing to be evaluated. Public Works has identified approximately 15,000 compliance items, and Parks and Recreation identified approximately 1,000 items across city parks. The plan categorizes remediation into maintenance and operational improvements, programmatic adjustments, and capital improvements, and includes a 10-year funding schedule based on the existing \$500,000 annual maintenance allocation.

Michelsen characterized the plan as a living document to be updated regularly as additional departmental assessments are completed and as improvements are made. He acknowledged that full compliance, particularly with regard to the city's approximately 200 miles of missing sidewalk, is an ongoing and long-term effort.

Council members expressed general support for formalizing the plan. Councilor Bogdin inquired about specific missing sidewalk locations and the status of known issues such as the intersection of Freedom Boulevard and University Parkway. Councilor Whitlock noted a typographical error in the ADA coordinator email address, a numerical discrepancy in ramp counts between two sections of the plan and raised a question about whether a 33-year remediation timeline could expose the city to legal risk. City Attorney Jones indicated that having a plan is substantially less legally risky than having no plan, and that the Department of Justice's approach is collaborative rather than punitive when a plan is in place. Jones also confirmed that the plan does not restrict city programming, but establishes a process for responding to accommodation requests.

Councilor Whipple expressed strong support and noted the urgency of addressing sidewalk conditions that affect residents with mobility limitations, while acknowledging the importance of addressing improvements in a fiscally responsible manner. Mayor Judkins noted that all city departments, not just Public Works and Parks and Recreation, would need to contribute to the plan going forward.

The resolution was noted as scheduled for action at the evening council meeting.

4. A resolution approving the appropriation of \$14,171.11 in the general fund for a contractual sales tax increment post-performance payment to Day's Market. (26-036) [01:19:54](#)

Economic Development Division Director Cody Hill presented a budget appropriation request for a contractual sales tax increment post-performance payment to Day's Market in the amount of \$14,171.11. This payment arises from a 2019 agreement in which Day's Market made

improvements to its Canyon Road store location in exchange for the city remitting a portion of sales tax increment generated above a baseline amount. Hill noted that Day's Market is expected to reach its \$100,000 cap after receiving approximately \$8,000 in the following year, approximately two and a half years ahead of schedule. When adjusted for inflation, the store's sales tax generation has increased by approximately 111% above the baseline since the agreement began. Hill confirmed that this is one of four such agreements currently in place, that the tool enabling such agreements has since expired and can no longer be used by the city, and that the remaining agreements are expected to sunset within three to eight years. The resolution was noted as scheduled for action at the evening council meeting.

5. An ordinance amending the zone map classification of real property, generally located at 1804 North Geneva Road, from the one-family residential zone to the specific development plan - Lakeview Fields zone. Lakeview North. (PLRZ20260092) [01:24:40](#)

City Planner Dustin Wright presented a rezone application for an approximately 10-acre parcel at 1804 North Geneva Road. The applicant is proposing a single-family residential development of approximately 33–34 lots under the SDP-Lakeview Fields zone, with lot sizes of 8,000–10,000 square feet consistent with the Lakeview North area plan. Development Services Director Bill Peperone noted that these lot sizes are favorable compared to recent subdivisions and are consistent with the intent of the applicable general plan appendix. The planning commission issued a positive recommendation.

Discussion touched on a stub road that had been proposed toward an adjacent property owned by the Maze family. It was noted that the neighboring property owner did not want the stub road, and that the planning commission's condition regarding a pedestrian connection to the adjacent church property was discussed. Councilor Bogdin noted that the church parcel appears to be vacant and that the adjacent landowner would likely not welcome a pedestrian easement. Development Services Director Peperone clarified that any future pedestrian connection would only be relevant if a church were ultimately developed on the adjacent parcel.

The ordinance was scheduled for action at the evening council meeting.

6. An ordinance amending the zone map classification of real property, generally located at 313 E 200 N, from the residential conservation (RC) zone to the high density residential (HDR) zone. Joaquin Neighborhood. (PLRZ20250330) [01:30:53](#)

Planner Wright presented a rezone application for a half-acre, two-parcel site at 313 E 200 N in the Joaquin Neighborhood. The applicant proposes to demolish an existing single-family home (constructed approximately 1906) and a triplex to construct a 12-unit townhome project. The HDR zone was requested in lieu of the medium density residential (MDR) zone primarily due to

setback requirements that would otherwise limit the viability of the project on the site. The applicant proffered a development agreement that would include a two-year owner-occupancy restriction, a density cap well below the HDR maximum of 50 units per acre, and a building height restriction.

Wright noted that the site falls within the area designated as residential conservation in the Joaquin Neighborhood Plan, which was intended to preserve the historic single-family character south of 500 North while directing higher density near BYU's campus to the north. The planning commission's recommendation and public comment reflected community concern about the departure from the neighborhood plan.

Several Council members raised substantive concerns. Councilor MacKay and Councilor Bogdin expressed opposition, with Councilor Bogdin stating she could not support the rezone without a perpetual owner-occupancy requirement, and further objecting to the use of the HDR zone even with a density cap via development agreement. Councilor Whitlock questioned whether the site could be served under the proposed zoning, noting a staff engineering comment that existing utilities cannot accommodate HDR development at that location. Planner Wright indicated that the developer would need to upsize pipes at their own cost, and Director Haight confirmed that the utility upgrades would be the developer's responsibility and would not adversely affect surrounding properties. Councilor Whitlock also raised the possibility that smaller setback allowances under a different zone could have produced a more neighborhood-compatible product.

Councilor Whipple offered a broader perspective, noting that the RC zone, which has been in place since approximately 2002, has contributed to deterioration of the housing stock in the area by preventing redevelopment at comparable densities, and that the city's newer general plan, which prioritizes housing affordability and homeownership opportunities, may now supersede the older neighborhood plan in some respects. Development Services Director Peperone and Councilor Christensen both called for a more holistic review of the RC zone and the Joaquin Neighborhood Plan rather than a parcel-by-parcel approach. Director Haight confirmed that utility upgrades required by the development would be at the developer's expense and would not create capacity problems for neighboring properties. The item was scheduled for continued discussion and action at the evening council meeting.

7. A resolution approving an interlocal cooperation agreement between Provo City and Springville City to share net benefits from the Springville Rising development (26-062) [01:55:03](#)

Economic Development Division Director Cody Hill presented a proposed interlocal cooperation agreement between Provo City and Springville City in connection with the Springville Rising development. The development straddles the two cities, with approximately 21.6 acres in Provo (proposed residential uses including 167 townhomes, 90 condos, and approximately 10,000 square feet of food and beverage retail) and approximately 8.5 acres in Springville (proposed commercial and office uses). The agreement would calculate the net fiscal benefit to each city,

defined as revenues from property and sales taxes minus estimated public safety costs, and equalize that benefit by having the city receiving the higher net benefit share half of the difference with the other city.

City Attorney Jones noted that a revised draft had been uploaded incorporating clarifications, including an inflationary adjustment table and a clearer definition of net income. An outstanding issue remained regarding the agreement's trigger mechanism, which as drafted required 90% completion of both the residential and commercial components before revenue sharing would begin. Jones acknowledged that this structure could result in the agreement never triggering if one component fell below the threshold.

Council members raised several substantive concerns. Councilor Whitlock questioned whether the cost model accurately reflected the true fiscal burden of residential development, noting that only public safety costs were included while other municipal service costs were excluded, such as road maintenance of public streets. Development Services Director Peperone clarified that the majority of internal roads would be private, limiting the city's ongoing maintenance obligation to existing perimeter streets. Councilor Bogdin expressed concern about the proposed 15-year sunset clause, stating it was unacceptable and that any agreement should either continue in perpetuity or at least have a significantly longer term. She also questioned whether utility infrastructure for the Provo portion of the development would be provided by Provo and raised concerns about the school district's interests given that all residential uses and school-age children would be located in Provo. Councilor Whitlock and Councilor Whipple supported the concept of the agreement but agreed the cost formula, duration, and trigger mechanism needed revision. Director Hill confirmed that the city's property tax rate is higher than Springville's, and that the agreement uses each city's actual rates.

Several Council members suggested that Provo should consider whether annexation of the Springville portion of the development might be preferable, given that the majority of acreage is located in Provo and utilities would be supplied by Provo. Director Peperone and others acknowledged this as a question worth exploring. Policy Analyst Melia Dayley noted that motions providing the negotiating team with specific direction would be helpful as staff continued to work with Springville on agreement terms. The item was scheduled for continued discussion at the evening council meeting.

8. An ordinance amending the zone map classification of real property, generally located at 3657 S Sierra Vista Way, from the PIC zone to the medium density residential (MDR) and general commercial (CG) zones. Spring Creek. (PLRZ20260006) [02:13:37](#)

Planning Supervisor Aaron Ardmore provided a brief overview of the rezone application for 3657 S Sierra Vista Way (the Springville Rising Provo-side parcels), noting that the item is closely tied to the interlocal agreement discussed under Item 7 and would be presented in full at the evening council meeting. No substantive separate discussion occurred on the rezone itself during the work session. City Attorney Jones recommended that at the evening meeting, the three

related items (the rezone, the general plan amendment, and the interlocal agreement) be presented together, with a vote on the interlocal agreement first given its foundational role.

9. An ordinance amending the general plan map designation of real property, generally located at 3657 S Sierra Vista Way, from the industrial (I) designation to the mixed use (M) designation. Spring Creek Neighborhood. (PLGPA20260012) [02:13:37](#)

This item was presented in conjunction with Item 8 and the discussion under Item 7. No additional separate discussion occurred during the work session. The item was scheduled for action at the evening council meeting.

10. A discussion regarding the Vesper Amphitheater (26-064) [02:38:28](#)

Bryan Bayles, Vesper Project Manager, led a presentation on behalf of the Vesper development team. Also participating were members of Vesper's technical team and city representatives, including professionals in engineering, architecture, traffic, legal, finance, and venue operations. Bayles outlined significant changes made to the project since its initial proposal, including: a reduction in maximum amphitheater capacity from 25,000 to 20,000; a cap on surface parking at 15 acres; more specific conservation commitments, including deed-restricted conservation easements on a minimum of 33 acres of the site and the proposed transfer of approximately 40 acres near Vivian Park to the city as part of the land exchange; narrowed and more specifically defined permitted uses; and movement of traffic and parking requirements from conceptual commitments to enforceable preconditions prior to large-scale operations. Bayles also stated that most buildings would be limited to 50 feet and three stories, with exceptions of up to 125 feet for the fly loft and specified performance-related structures.

The economic and fiscal impact analysis prepared by Piper Sandler was summarized. The analysis projected an average net positive fiscal impact to Provo of approximately \$2.3 million per year, or approximately \$67.2 million over a 30-year period, after accounting for modeled city costs associated with the project, including public safety expenses to be reimbursed by Vesper. Initial private construction investment was estimated at approximately \$540 million, with a total estimated construction economic impact of approximately \$864 million using a standard industry multiplier. Several Council members noted they had not yet had sufficient time to review the full report, which was submitted the day prior to the meeting.

On traffic and parking, Bayles presented an analysis based on USANA venue data for event arrival distributions. The analysis assumed an average of 3.5 occupants per vehicle and proposed a 90/10 directional split of event traffic, with 90% arriving from the Provo/Orem direction and 10% from the Heber Valley side, a figure agreed upon in coordination with Traffic Manager Vern Keeslar. Bayles estimated that maximum-capacity events could produce approximately eight-to-ten-minute additional traffic delays under the assumptions presented. He and Keeslar

acknowledged that the analysis remained under refinement and would ultimately require UDOT review and approval.

Total onsite parking was projected at approximately 4,200 to 5,500 stalls, including a structured parking facility of approximately 3,000 stalls and surface parking. Bayles estimated that a 3,000-stall parking structure would require approximately five to six levels. A queuing area for approximately 1,000 vehicles was incorporated into the site plan to allow stacking off US-189. Additional offsite parking and shuttle service, including a potential connection to the FrontRunner Vineyard Station, were described as supplementary strategies for maximum-capacity events.

Keeslar offered an independent assessment, expressing support for the internal circulation design, the proposed half-interchange and access consolidation along US-189 near the site, and the parking occupancy index pricing strategy. He also discussed proposed canyon-mouth turn-lane and bridge improvements while noting that UDOT would be the ultimate permitting authority for access onto US-189. In response to questions regarding funding, Keeslar stated that UDOT did not currently have funding programmed for the canyon-mouth improvement and anticipated that private-sector funding would be required. Bayles described pursuing a public-private partnership with UDOT and regional partners. The specific allocation of improvement costs remained unresolved.

Council members raised questions and concerns across several areas. On the conservation easement, Councilor Bogdin requested specificity regarding which land would be placed in conservation, who would own the property and hold the easement, who would bear the cost of establishing it, and whether public trail access would be explicitly guaranteed. Councilor Whipple expressed concern about the potential cost of conservation easements on land with demonstrated extraction value and requested that the terms be precisely defined to exclude commercial, residential, and extraction uses while permitting trails and limited trailhead support facilities.

Councilor Whipple also questioned whether the assumption that only 10% of event traffic would come from the Heber Valley side might underestimate demand from residents of Heber, Midway, Park City, and surrounding areas. She requested additional information regarding the future of the city gun club, including whether it would need to be relocated, how it could be preserved as a community asset, and what environmental remediation might be required because of lead and spent-shell contamination.

Councilor Whitlock questioned the exit-traffic distribution assumptions, noting that event attendees tend to depart more simultaneously than they arrive. He requested clarity on the full range of infrastructure improvements that may require public funding partnerships, asked for more detail on the tax increment financing language in the development agreement, and raised questions about stormwater management given the proximity to the Provo River. Whitlock also requested clearer assumptions regarding the anticipated number and timing of events and asked whether the development agreement should establish parameters to prevent event frequency or scheduling from producing unanticipated traffic and community impacts.

Councilor MacKay requested that grass seating be explicitly excluded from the 20,000-person capacity figure in the development agreement. She also asked for clarification regarding commercial uses, trail access during events, revegetation requirements, and noise-curfew hours, suggesting 10:00 PM on weekdays and 11:00 PM on weekends rather than 11:00 PM and midnight as currently proposed.

Councilor Garrett reported that resident feedback received by the Council centered primarily on conservation and preservation concerns and on traffic flow and congestion. He referenced publicly circulated estimates of approximately ten large events and 100 smaller events annually and requested verification and clearer information regarding the assumptions used to project event frequency. Bayles agreed to provide a high-level summary of those assumptions.

City Attorney Jones provided procedural context for the public and Council. He explained Provo's council-mayor form of government, noted that land-use decisions rest with the Council while real estate transactions require involvement of both branches, and clarified that applicants are entitled to full review of their applications regardless of public opposition. He further noted that the OSPR zone language regarding replacement of removed open-space property is a policy statement of intent rather than a binding legal requirement.

Regarding the real estate purchase agreement, Jones identified two key questions the Council needed to address to advance negotiations:

- (1) what property, if any, the Council would be willing to convey; and
- (2) whether the proposed land-trade parcel near Vivian Park was acceptable.

Councilor Whitlock indicated a preference for selling only the land needed for the actual development footprint rather than the full 66-acre parcel. Councilor Bogdin stated she could not answer the land-quantity question without first knowing the specific terms of the conservation easement. Councilor Christensen expressed a similar preference for selling only what was strictly needed and requested elevations showing the northern parking area as viewed from the canyon approach. Councilor Whipple stated that if the city retained the undeveloped land, she would like to explore a partnership with Vesper to provide trail improvements on city-owned property.

Councilor Bogdin requested staff and Parks and Recreation analysis of the proposed Vivian Park trade parcel, including its accessibility, steep terrain, existing or potential trails, recreational usefulness, and practical value to the city. She also requested that Vesper's responses to questions raised by individual Council members be circulated to the entire Council and provided in a form that could be shared with the public.

Policy Analyst Melia Mercier suggested that a subsequent work session be scheduled following staff analysis of all submitted documents and receipt of the requested additional information. The session would allow the Council to provide direction through motions on both the development agreement and the purchase agreement before the project advances further. City Attorney Jones stated that staff could compile the Council's comments before that meeting to help identify areas of shared direction. Councilor Whitlock also requested legal guidance regarding which issues

should be resolved before the Council votes and which could appropriately be addressed during later project-review gates.

Redevelopment Agency Governing Board

11. A resolution authorizing the Redevelopment Agency of Provo City to enter into a participation agreement for the Lakeview Parkway Community Reinvestment Area (26-047)

A motion was made by Board Member Hoban to continue this item and the related evening meeting agenda items to a future meeting, pending receipt of outstanding agreement materials. The motion was seconded by Board Member Bogdin. The motion passed: 7-0.

Closed Meeting

A motion was made by Councilor Whitlock to close the meeting for the purposes of discussing pending or reasonably imminent litigation and the purchase, sale, exchange, or lease of real property, pursuant to Utah Code §§ 52-4-204 and 52-4-205. The motion was seconded by Councilor Hoban. The motion passed 7-0.

The Council recessed into closed session.

Adjournment

Clarifications to Dark Sky Lighting Updates

Presented By:
Britton Johnson, Council Intern
Council Work Meeting | Tuesday, August 25th, 2026



Addressing Discussion From Last Work Meeting

15.21.040

Exemptions.

The following types of outdoor lighting shall be exempt from the provisions of this Chapter:

- (1) Holiday lighting during the months of November, December and January. Such lighting shall not create dangerous glare on adjacent streets or properties.
- (2) Temporary lighting, including but not limited to circuses, fairs, carnivals and civic uses, for a period not to exceed thirty (30) days unless otherwise approved by the Development Services Department.
- (3) Lighting associated with agricultural operations.
- (4) Construction or emergency lighting, provided that such lighting is temporary and is discontinued immediately upon completion of the construction work or abatement of the emergency circumstances necessitating such lighting.
- (5) ~~Roadway and Airport~~ lighting.
- (6) Any existing outdoor lighting fixture attached to a structure on a residential property as of August 25, 2026. This exception does not apply if the existing fixture is replaced in its entirety.

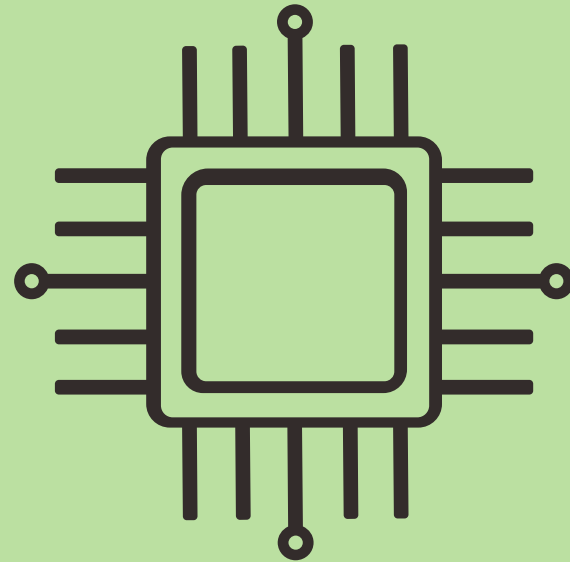
This clarifies that only when the entire fixture needs to be replaced will it need to be code complaint at the residential level. The second sentence can also be deleted if the council doesn't ever want to impose new lighting restrictions on current residences in code, whether they need to be replaced or not.



Lower Color Temperature Lights Are Not More Expensive

The Chip

All LEDs begin as the exact same semiconductor blue chip. This is the core manufacturing expense for any bulb.



Color Tuning

3000K

5000K

High speed machinery applies a chemical phosphor powder over the chip. The shift in phosphor blend costs fractions of a cent.

The Result

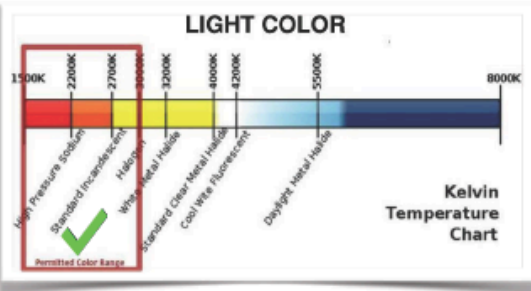
Manufacturers and retailers price these fixtures the same; there is no premium for lower color temperature lights.

\$1.99

\$1.99



Public Education In Tandem with Code Updates



Benefits:

Friendly night sky lighting also provides the following benefits:

1. Supports healthier wildlife behavior and habitat.
2. Reduces unsafe glare.
3. Promotes energy conservation.
4. Offers a more even distribution of light.
5. Promotes the local astrotourism and recreation economy.
6. Helps maintain North Fork Park's dark sky certification.
7. Saves you money!

Resources:

More information about the Ogden Valley Outdoor Lighting Ordinance can be obtained by contacting:

Weber County Planning Division
2380 Washington Blvd. Set. 240
Ogden, UT 84401
801-399-8791

If you have existing lighting on your dwelling or business, ask a planner in the Weber County Planning Office about early modification incentives.



More information about dark sky lighting and ways you can help preserve the night sky can be obtained from the **International Dark-Sky Association:**
<http://www.darksky.org/>



Photo Credits: Casey Grimley (above); Ron Gleason (front cover)



Protect the night sky. Protect community character.

A key principle of the Ogden Valley General Plan is the protection of the night sky. A dark sky is a cornerstone to the Valley's charm.

There are many ways to help protect the night sky that are reasonable and cost effective. This guide is intended to assist you in doing your part to preserve the night sky.

Protection of the night sky can be easily achieved by following these simple principles:

1. Direct all lighting downward.
2. Position lighting devices and shielding to avoid overspill onto adjacent properties.
3. Illuminate out of necessity. Try to avoid illumination for aesthetics whenever possible.
4. Purchase bulbs that are rated at a color temperature 3000 Kelvin or less. This is marked on all bulb packaging.

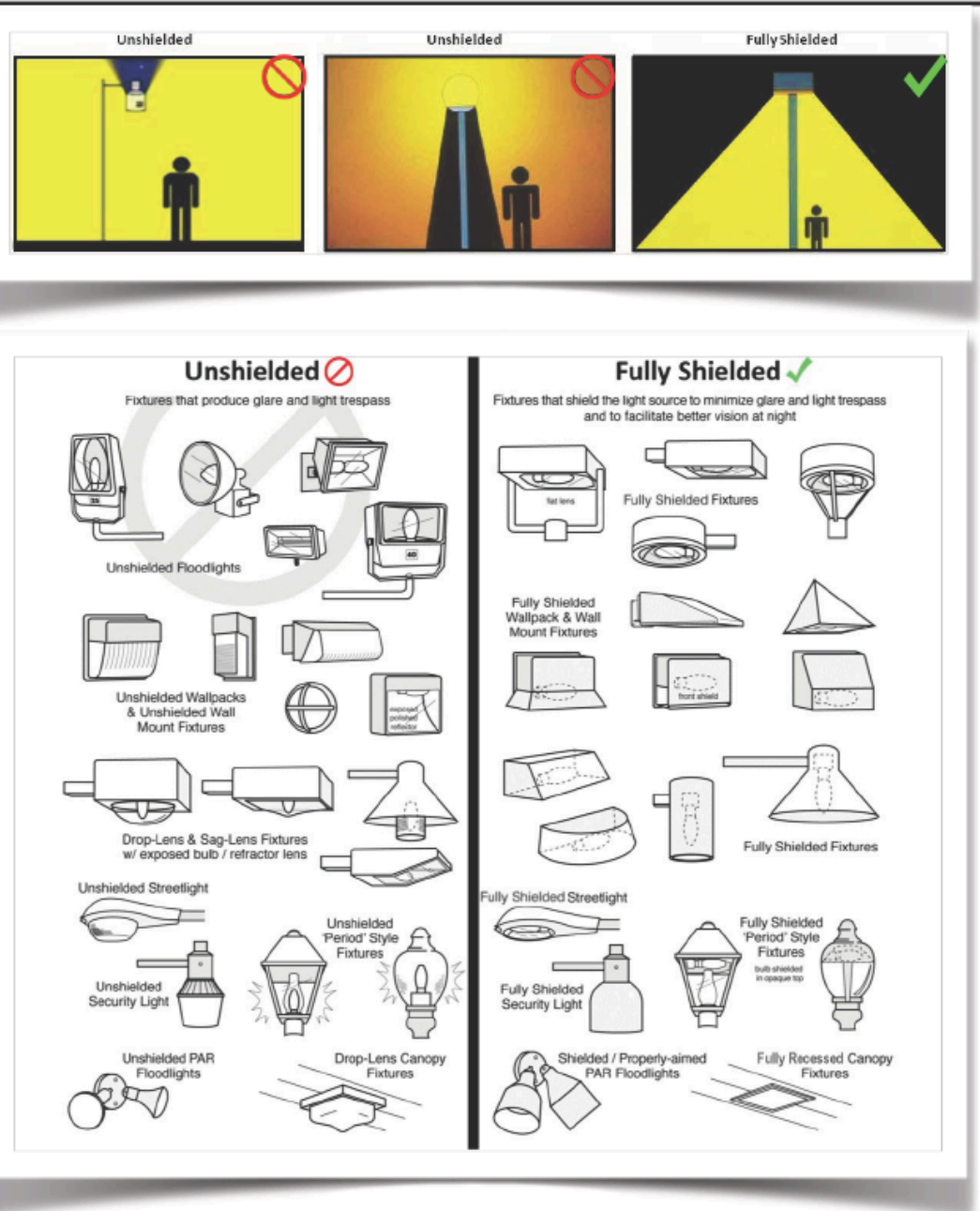
Weber County has adopted the following requirements in an outdoor lighting ordinance for the Ogden Valley:

Existing Residences: Lighting fixtures are allowed to remain for all existing residential uses. Replacement fixtures, if ever needed, are required to be night sky friendly.

Existing Commercial Property: Lighting fixtures are allowed to remain for 10 years before replacement with night sky friendly fixtures. If replacement fixtures are needed earlier they are required to be night sky friendly.

New Construction: Lighting fixtures are required to be night sky friendly.

Meaning of "night sky friendly": If in doubt, look for the International Dark-Sky Association logo on the fixture packaging. All IDA approved fixtures will comply. Be sure to check fixture height and shielding to ensure that direct light is confined to your property.



Next Steps

- 1. Move to amend the proposal**
- 2. Move to continue this discussion in a future work meeting**
- 3. Make no motion and vote on this item in tonight's council meeting**

**PROVO MUNICIPAL COUNCIL
WORK SESSION
STAFF REPORT**



Submitter: BRJOHNSON
Presenter: Britton Johnson, Council Intern
Department: Council
Meeting Date: 8/25/2026
Requested Duration (Minutes): 20 minutes
CityView or Issue File Number: 26-049

SUBJECT: 1 An ordinance regarding outdoor lighting standards. (26-049)

ADMINISTRATIVE RECOMMENDATION: I recommend the municipal council move that these proposed changes be approved in a future council meeting and that the proposed changes to Provo City Code Section 14.38.170 be incorporated into the upcoming zoning rewrite.

ADMINISTRATIVE MEMO: See the attached memo

FISCAL IMPACT: 0

COUNCIL STAFF MEMO:

PROVO CITY MUNICIPAL COUNCIL

Staff Memorandum

Britton Johnson, City Council Intern

Dark Sky Lighting Updates

August 25, 2026



Councilors Whitlock, MacKay, and Christensen submitted an issue request to review Provo City's outdoor lighting regulations and consider pursuing go-forward standards that aim to preserve dark skies and reduce light pollution. The item was heard during the August 11th Council Work Meeting, with a motion to continue the item until clarification could be made regarding the replacement of residential outdoor lighting. This memo aims to address that expressed confusion and provide additional requested information during the work meeting discussion.

Additional Proposed Provo City Code Amendments Following Work Meeting Discussion

A couple of small changes from the first iteration of the proposed text amendments to [Provo City Code Chapter 15.21](#), which regulates all outdoor lighting within the City, have been made as reflected on Exhibit A of the updated ordinance available in your packet. Let it be noted that no additional changes have been made to [Chapter 14.38.170](#), which regulates lighting for off-premises signs (billboards) and electronic display signs.

Firstly, an additional section has been added to the exemptions section of Chapter 15.21, stating that "any existing outdoor lighting fixture attached to a structure on a residential property as of August 25, 2026 (the effective date of the code text amendments if approved). This exception does not apply if the existing fixture is replaced." This clarifies that only when the entire fixture of an exterior light, including porch light, patio sconces, and security lights, is replaced does the fixture need to be brought into compliance with the new correlated color temperature (CCT) and full shielding requirements. This also means that any routine maintenance and component-level repairs, including the replacement of a light bulb or lamp within an existing fixture, does not constitute a fixture replacement and therefore meet the new exemption requirements.

Additionally, a small text addition has been added to Section 15.21.030.2 clarifying that *all* outdoor lighting going forward unless otherwise specified in Chapter 15.21 needs to be fully shielded and directed downward.

Cost Comparison Between Warmer and Cooler LED's

A request was made during the work meeting discussion of this issue that some additional information and evidence that lower color temperature (warmer) LEDs are not meaningfully more costly than higher color temperature alternatives be included in this memorandum.

To understand why a lower correlated color temperature (CCT) outdoor LED light costs essentially the same as a higher CCT light, it helps to examine how white LEDs are constructed during mass production. All white LED lights begin with a blue semiconductor chip that emits raw light, which is then coated with a microscopic layer of chemical powder called phosphor to filter and shift the wavelength into a specific color temperature. To produce a cool light with a high CCT, factories apply a specific thickness or formulation of phosphor, whereas a warmer 3000K light uses a slightly different blend of that exact same phosphor material sprayed over the chip. Because this phosphor application step is fully

automated and standardized on factory assembly lines, tweaking the blend to make the light warmer or cooler costs the manufacturer practically nothing. This additional phosphor amounts to fractions of a cent per unit. Thus, both warm and cool color options are produced with the same base manufacturing cost and cost the same for both retail and wholesale customers. The only exception to this rule is [adjustable CCT lights](#), which can toggle between several different correlated color temperatures. These specialized fixtures have double the number of LEDs compared to a standard fixture and have more complex internal components, making them approximately 10% more expensive on average than static CCT fixtures.

Emphasis on Public Education

As briefly mentioned in my last memorandum on this topic, the subject of public education regarding the harms of light pollution and how to minimize its effects at the individual level was highlighted by several of the cities I contacted throughout the policy research process. Rather than codifying required lighting changes for homeowners, Heber City created a [Dark Sky Initiative webpage](#) on their city website, encouraging residents to take three steps to reduce light pollution citywide. Those three asks are to invest in low color temperature lights, install full cutoff outdoor light fixtures, and to turn off exterior house lights when they aren't needed.

Weber County, UT has also produced a [Quick Guide to Dark Sky Lighting](#) that outlines some of the key benefits of Dark Sky compliant lighting. Intended for the average citizen, the guide also lists four recommendations to protect and preserve the night sky and clarifies the applicability of their outdoor lighting ordinance and the differences between unshielded and fully shielded fixtures with several visual examples. A publicly available resource like one of these could accelerate the positive effects of the proposed changes by encouraging residents and business owners to upgrade their outdoor lighting early before replacement is needed, without unduly burdening those who wait.

Recommendation

Based on the contents of this memorandum, I recommend that the municipal council move that these proposed changes be approved in the August 25th council meeting and that the proposed changes to Provo City Code Section 14.38.170 be incorporated into the upcoming zoning rewrite according to the language in Exhibit B included in this item.

ORDINANCE <<Document Number>>

AN ORDINANCE REGARDING OUTDOOR LIGHTING STANDARDS. (26-049)

RECITALS:

It is proposed that Provo City Code Section 14.38.170 and Chapter 15.21 be amended with the aim of reducing atmospheric light pollution;

On August 11 and August 25, 2026, the Municipal Council met to ascertain the facts regarding this matter and receive public comment, which facts and comments are found in the public record of the Council's consideration; and

After considering the facts presented to the Municipal Council, the Council finds that (i) the proposed action should be approved, and (ii) such action furthers the health, safety, and general welfare of the citizens of Provo City.

THEREFORE, the Provo Municipal Council ordains as follows:

PART I:

Provo City Code Chapter 15.21 is amended as presented in Exhibit A.

PART II:

Provo City Code Section 14.38.170 is amended as presented in Exhibit B.

PART III:

- A. If a provision of this ordinance conflicts with a provision of a previously adopted ordinance, this ordinance prevails.
- B. This ordinance and its various sections, clauses, and paragraphs are severable. If any part, sentence, clause, or phrase is adjudged to be unconstitutional or invalid, the remainder of the ordinance is not affected by that determination.
- C. This ordinance takes effect immediately after it has been posted or published in accordance with Utah Code Section 10-3-711, presented to the Mayor in accordance with Utah Code Section 10-3b-204, and recorded in accordance with Utah Code Section 10-3-713.
- D. The Municipal Council directs that the official copy of Provo City Code be updated to reflect the provisions enacted by this ordinance.

Exhibit A

Chapter 15.21

OUTDOOR LIGHTING REGULATIONS

Sections:

- 15.21.010 Purpose.**
- 15.21.020 Outdoor Lighting Plans Required.**
- 15.21.030 General Provisions.**
- 15.21.040 Exemptions.**
- 15.21.050 Parking Lot Lighting.**
- 15.21.060 Lighting of Gasoline Station/Convenience Store Canopies.**
- 15.21.070 Lighting of Exterior Sales/Display Areas.**
- 15.21.080 Lighting of Outdoor Sports or Performance Facilities.**
- 15.21.090 Security Lighting.**
- 15.21.100 Lighting of Building Facades.**
- 15.21.110 Illumination of Signage.**

15.21.010

Purpose.

The purpose of this Chapter is to regulate the placement, orientation, distribution patterns and fixture types of outdoor lighting installed in the City. It is the intent of the City to encourage lighting that provides safety, utility and security while preventing glare on public ways, protecting the enjoyment of private property rights, conserving energy resources and reducing atmospheric light pollution.

15.21.020

Outdoor Lighting Plans Required.

If a proposed development, except developments limited to one- and two-family dwellings, involves the installation or alteration of outdoor lighting fixtures, an outdoor lighting plan shall be submitted and shall include the following information:

- (1) A site plan, drawn to a scale of one (1) inch equaling no more than twenty (20) feet, showing the location, height, manufacturer, model, lamp type, lumen output and wattage of each outdoor lighting fixture in relationship to buildings, streets and parking areas.

- (2) An iso-lux plan showing the levels of illumination, in foot-candles, that would result at ground level from the lighting installation.
- (3) A certification that the lighting fixtures to be installed are fully shielded, full cut off type fixtures, meaning that the lighting element will be fully recessed within the lighting fixture and will not allow light dispersion or direct glare to shine above a ninety (90) degree horizontal plane from the base of the fixture nor allow greater than 10% of emitted light between the eighty (80) and ninety (90) degree plane.
- (4) A certification that the exterior lighting will comply with the maintained horizontal illuminance recommendations of the Illuminating Engineering Society of North America.

15.21.030

General Provisions.

- (1) All outdoor lighting shall be turned off after business hours, except for essential security lighting.
- (2) Unless otherwise specified, lighting of signs, buildings, and displays, and all other outdoor lighting shall be directed downward using fully shielded fixtures as described in 15.21.020.3. Uplighting shall be prohibited; provided that in landscaped areas uplighting may be allowed if approved by the Design Review Committee.
- (3) Unless otherwise specified, the maximum allowable correlated color temperature (CCT) for all outdoor lighting must be 3000K.
- (43) Electrical service to outdoor lighting fixtures shall be underground unless fixtures are mounted directly on utility poles.

15.21.040

Exemptions.

The following types of outdoor lighting shall be exempt from the provisions of this Chapter:

- (1) Holiday lighting during the months of November, December and January. Such lighting shall not create dangerous glare on adjacent streets or properties.
- (2) Temporary lighting, including but not limited to circuses, fairs, carnivals and civic uses, for a period not to exceed thirty (30) days unless otherwise approved by the Development Services Department.

- (3) Lighting associated with agricultural operations.
- (4) Construction or emergency lighting, provided that such lighting is temporary and is discontinued immediately upon completion of the construction work or abatement of the emergency circumstances necessitating such lighting.
- (5) ~~Roadway and A~~airport lighting.
- (6) Any existing outdoor lighting fixture attached to a structure on a residential property as of August 25, 2026. This exception does not apply if the fixture existing on that date is replaced in its entirety.

(Rep&ReEn 1999-34, Am 2020-57)

15.21.050

Parking Lot Lighting.

Parking lots should be illuminated adequately for security and safety, but such illumination shall be controlled to prevent glare and avoid decreasing the visibility of neighboring properties. Parking lot lighting shall not be used to draw attention to a business.

- (1) The maximum height of parking lot lighting shall be as follows:
 - (a) twenty (20) feet in a residential zone,
 - (b) twenty five (25) feet for a commercial, industrial or public facility use abutting a residential use or zone, and
 - (c) fifty (50) feet for a commercial, industrial, or public facility use not abutting a residential use or zone.
 - (d) Height shall be measured from the ground surface being illuminated to the bottom of the lighting fixture.
- (2) Parking lot lighting fixtures designed to portray an historic period or architectural style are encouraged, provided they utilize fully shielded optical designs that comply with the cutoff, shielding, and correlated color temperature (CCT) requirements of this Chapter. ~~Parking lot lighting fixtures designed to portray an historic period or architectural style are encouraged. If such fixtures are not “cut off” or shielded fixtures, the maximum initial lumens generated by each fixture shall not exceed two thousand (2000) (equivalent to a one hundred fifty (150) watt incandescent bulb).~~ The height of such lighting fixtures shall not exceed fifteen (15) feet.

(3) Parking lot lighting shall be designed so the minimum illumination at grade level is between two-tenths (.2) and three-tenths (.3) foot-candles in residential zones and between three-tenths (.3) and five-tenths (.5) foot-candles in commercial, industrial and public facility zones. The ratio of average parking lot illumination to minimum parking lot illumination shall not exceed four to one (4:1).

(4) Except as modified elsewhere in this Subsection, lighting fixtures shall be fully shielded ~~where necessary~~ to prevent direct illumination of adjoining properties, with the exception of light needed to illuminate an adjoining public right-of-way.

15.21.060

Lighting of Gasoline Station/Convenience Store Canopies.

Gasoline station and convenience store canopies shall provide adequate lighting for customers but lighting shall not be so intense as to be as an attention device for the business, as provided in this Section.

- (1) Lighting fixtures in the ceiling of canopies shall be fully recessed in the canopy.
- (2) Light fixtures shall not be mounted on the top or fascia of such canopies.
- (3) The fascia of such canopies shall not be illuminated, except for approved signage.
- (4) Areas around gasoline pump islands and under canopies shall have a minimum illumination at grade level between one (1) and five and one-half (5 1/2) foot-candles. The ratio of average illumination to the minimum illumination at grade in the areas around the gasoline pumps shall not exceed four to one (4:1).

15.21.070

Lighting of Exterior Sales/Display Areas.

The following provisions apply to businesses such as automobile, heavy equipment and recreational vehicle dealerships and other businesses, such as building material stores, which rely on outdoor display of merchandise.

- (1) Areas designed for parking or passive display of merchandise shall be lighted in accordance with the standards for parking lots in Section 15.21.050, Provo City Code, above.
- (2) Light fixtures shall be fully shielded, full cut off ~~type~~ fixtures located, mounted and aimed so that direct light is not cast onto adjoining streets or properties.

- (3) Light fixtures shall be installed at a height not to exceed twenty-five (25) feet.
- (4) Exterior display/sales areas shall be designed so that the minimum illumination at grade level is between one (1) and five (5) foot-candles. The ratio of average sales/display area lighting to minimum sales/display area lighting shall not exceed four to one (4:1).

15.21.080

Lighting of Outdoor Sports or Performance Facilities.

- (1) The lighting plans to be submitted with the development plan shall be prepared by a qualified lighting designer, experienced in lighting such facilities. The plan shall demonstrate that the location, selection, and aiming of the lighting fixtures will focus light on the playing or performing areas, minimize glare and visibility from neighboring areas, minimize sky glow and promote energy efficiency. [The maximum CCT for outdoor sports lighting cannot exceed 5700K.](#)
- (2) A dual lighting system shall be provided. The primary system shall be adequate for the sports or performing event. The primary system shall be shut off within forty-five (45) minutes of the conclusion of the event. The secondary system shall be designed to facilitate the exiting of patrons, clean up and maintenance.

15.21.090

Security Lighting.

Adequate lighting shall be provided to protect persons and property and to allow for the proper functioning of surveillance equipment as provided in this Section.

- (1) Security lighting plan shall utilize [fully](#) shielded fixtures. Floodlights shall not be permitted.
- (2) Vertical features, such as walls of a building, may be illuminated for security to a height of eight (8) feet above grade.
- (3) Security lighting poles shall not exceed twenty (20) feet in height in residential zones and twenty-five (25) feet in height in commercial, industrial or public facility zones.
- (4) Security lights intended to illuminate a perimeter, such as a fence line, shall be allowed only if regulated by a motion detection system that triggers the lighting when an intruder moves to within five feet of the perimeter.

(5) The ~~average horizontal grade level or~~ vertical surface illumination of security lighting in residential zones shall not exceed one-half (1/2) foot-candle. ~~average horizontal grade level illumination of security lighting in commercial, industrial, or public facility zones shall not exceed one and one half (1 1/2) foot candles.~~

15.21.100

Lighting of Building Facades.

(1) Lighting of building facades is discouraged, except for approved security lighting. Government buildings, church buildings, historic buildings and significant or contributing buildings within historic districts shall be exempt from this requirement.

(2) Lighted facades shall not exceed an illumination of five (5) foot-candles on a vertical surface.

(3) Light fixtures shall be **fully** shielded and directed downward.

15.21.110

Illumination of Signage.

(1) Externally illuminated signs shall be served by light fixtures that are **fully** shielded and directed downward. The average level of illumination on the sign face shall not exceed three (3) foot-candles and the ratio of average to minimum illumination shall not exceed two to one (2:1).

(2) Internally illuminated signs should be designed with light lettering or symbols on a darker background. If fluorescent lighting tubes are utilized, they shall be spaced on at least twelve (12) inch centers and be mounted at least three and one-half (3 1/2) inches from the sign face.

Exhibit B

14.47.170 Off-Premises Signs and Outdoor Advertising Structures (Billboards)

(1) *Prohibition of New Off-Premises Signs.* Except as permitted in Subsection (2), no permits may be issued for the construction of off-premises signs or outdoor advertising structures. All lawfully existing off-premises signs and outdoor advertising structures are nonconforming uses in all zones of the city.

(2) *Prohibition of Conversion of Off-Premises Signs to Electronic Display Signs.* Off-premises signs may not be converted into electronic display signs, except as permitted in this Subsection (2).

(a) A conversion is ineligible for a permit unless the area of the off-premises electronic display sign will not exceed that of the original sign.

(b) The off-premises electronic display sign overlay zone (sign overlay zone) is established to provide areas of the city in which an off-premises sign may be converted into an off-premises electronic display sign. Off-premises signs may not be converted into electronic display signs in any location except those within the sign overlay zone.

(c) The sign overlay zone applies only to properties that are not zoned residential and that front the following roads:

(i) that portion of I-15 within the boundaries of Provo;

(ii) University Avenue, between 680 South and the I-15 interchange generally located at 1860 South;

(iii) State Street, between Cougar Boulevard and the boundary line of Provo on the north; and

(iv) Center Street, between I-15 and 900 West.

(d) Off-premises signs may not be converted unless the application demonstrates how the sign will comply with all the applicable provisions of this Chapter and affirms that the sign will always be operated in compliance with this Chapter.

(3) Off-premises electronic display signs must comply with the following standards:

(a) at no time may the light level exceed three-tenths (0.3) foot-candle over ambient light, measured at ground level at the distances indicated below:

Size (square feet)	Distance from source
0 to 100	100 feet
101 to 350	150 feet
351 to 650	200 feet
Over 650	250 feet

(b) signs must be equipped with both a dimmer control and a photocell that automatically adjust brightness based on ambient light levels. A default mechanism must turn off the display within 24 hours of a reported malfunction;

(c) All off-premises electronic display signs cannot exceed a maximum illumination of 300 nits during nighttime hours (between dawn and dusk) and a maximum illumination of 5,000 nits during daylight hours.

(d) messages must be static and displayed for a minimum of eight seconds. No part of the message may flash, scroll, twirl, change color, fade in or out, or simulate movement. Transitions must be instantaneous;

(e) each message must be complete in itself and may not continue into another message or across multiple signs;

(f) electronic display signs must be located at least 300 linear feet from any non-electronic off-premises sign; at least 1,200 linear feet from any other electronic display sign on the same side of the street; and at least 500 linear feet from an interstate exchange, measured from any part of the sign to the nearest portion of another sign or to the nearest right-of-way line of the interchange;

(g) signs must be located at least 1,600 linear feet from any electronic display sign on the opposite side of the street, measured from any part of the signs; and

(h) signs must be located at least 300 feet from any residence, as measured to the nearest property line. This distance may be reduced to 150 feet if the sign face is not visible from the residence.

(4) **Acquisition of Interests.** The city may acquire title to nonconforming off-premises signs or outdoor advertising structures by gift, purchase, agreement, exchange, or eminent domain, and may amortize such signs as permitted by state or federal law.

(5) Public Information and Logo Signs.

(a) Public information signs, as defined in Utah State Code, are permitted to direct the traveling public to points of interest, historical sites, and other notable destinations. These signs must comply with the specifications set forth in the Manual on Uniform Traffic Control Devices as adopted by the city.

(b) Off-premises logo signs, as defined in Utah State Code, are permitted to direct the traveling and general public to business establishments that provide lodging, food, camping, gas, or similar services. Referred to by the Utah Department of Transportation as the “Logo Sign Program,” these signs must comply with the regulations in this Subsection (b)

(i) Logo Sign Program. The owner and installation contractor must comply with all applicable state and federal laws and regulations, as well as Utah Department of Transportation policy and procedures, when constructing or maintaining logo signs. No logo sign may be placed within the City, except along the Interstate 15 right-of-way, unless approved by the City before installation.

(ii) Logo Structures. All logo structures must conform to the specifications in Utah Department of Transportation–approved drawings or must be approved by the Planning Commission.

(iii) Directional Signs. Directional signs may not exceed forty-two inches by forty-eight inches and may display no more than two businesses.

(iv) Placement. Placement of logo signs within the City must follow the guidelines in Attachment C, Section H of State Contract No. 90-3392. Contractors must obtain all required City approvals and permits before installation.

(v) Height. No sign may exceed twelve feet in height, measured from ground level.

(vi) Offset. Logo signs must match the setback of legally existing signage within the right-of-way. If no signage exists, the setback must be no less than eight feet. All sign locations must be reviewed and approved by the City Traffic Engineer for traffic safety.

(vii) Design. Business logo sign design may only include the business name, trademark, or symbol, and may not resemble any traffic sign, symbol, or device. The logo must be consistent on all signs for that business, may not include supplemental advertising, and must be uniform in size. Each logo plate must measure eighteen inches by twenty-four inches, as specified in State Contract No. 90-3392.

(viii) Number. There may not be more than one directional sign per service type (camping, gas, lodging, food, etc.) per location.

(ix) Removal. Removal of a logo sign, or a business’ logo from a sign containing other logos, is required within fifteen days of a business’s closure. If a sign is declared a traffic hazard by the City Traffic Engineer, it must be removed regardless of business status. Failure to remove the sign within the required timeframe is unlawful, constitutes a nuisance, and authorizes the City to remove the sign and recover the cost of removal from the owner.

TAYLOR TERRACE HOA WATERLINE REQUEST

August 25, 2026



City Council Tasks

- 1. What Provo City did for Quail Valley subdivision to become a public waterline.**
- 2. Other examples of private owned waterlines.**

Resolution 2024-42

RESOLUTION 2024-42

A RESOLUTION APPROPRIATING \$175,000 IN THE WATER FUND FOR THE PURCHASE OF PROPERTY AND FUNDING SERVICE LINE IMPROVEMENTS APPLYING TO THE FISCAL YEAR ENDING JUNE 30, 2025. (24-063)

RECITALS:

Provo City Public Works intended to exchange property with the Church of Jesus Christ of Latter-day Saints in conjunction with the abandonment of Temple Hill Drive in order to accommodate future reconstruction of the nearby water tanks, but was requested to separate the two property transactions;

The City received \$175,000 for the abandonment of Temple Hill Drive which was deposited in the General Fund;

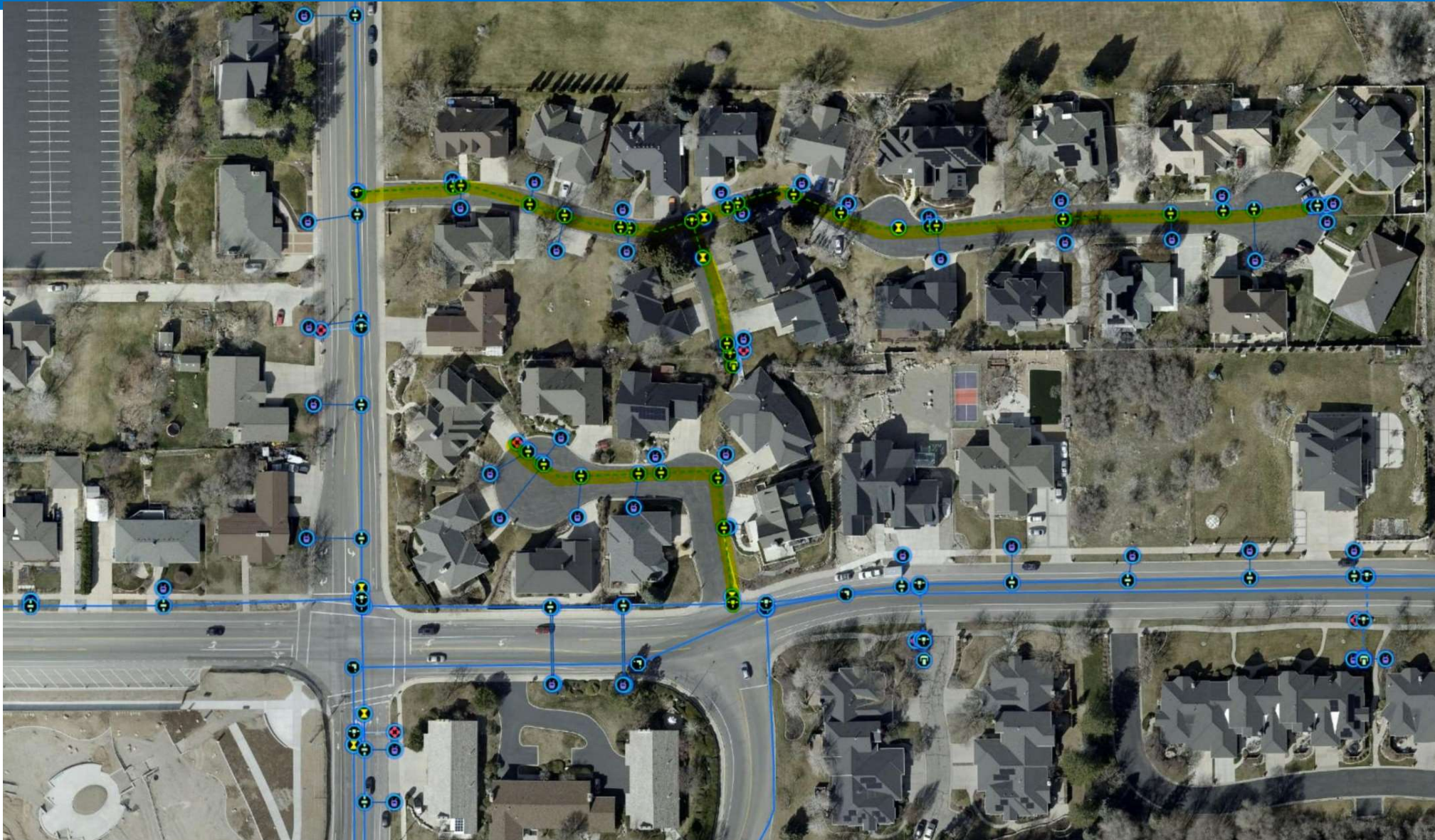
Provo City Public Works would like to purchase property next to the Main and Gallery water tanks for the amount of \$125,000;

Provo City Public Works would like to participate in water service line upgrades in the amount of \$50,000 in the Quail Valley subdivision to bring them up to current standards;

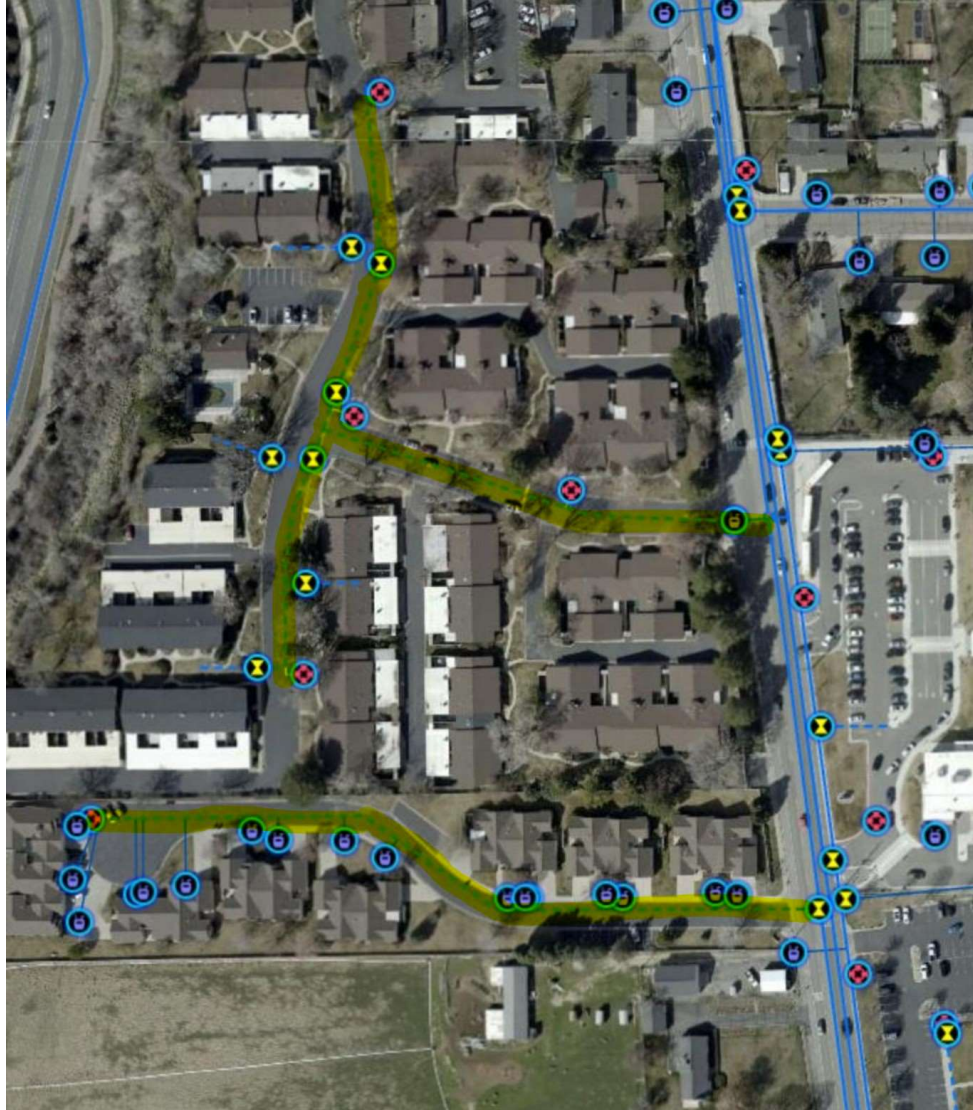
On August 6, 2024 the Municipal Council held a duly noticed public hearing to receive public comment and ascertain the facts regarding this matter, which facts and comments are found in the hearing record;



Cambridge Court



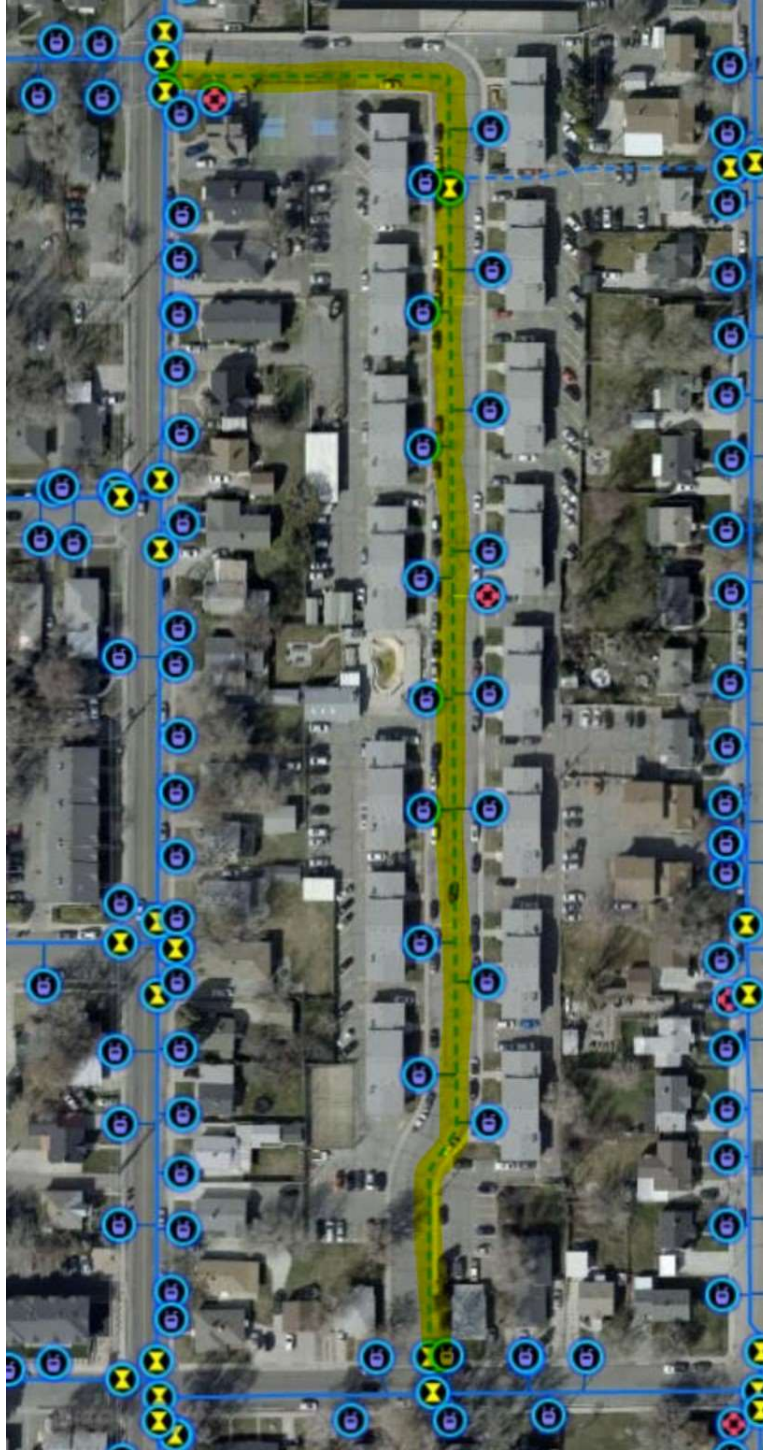
Three Fountains



Grandview Manner



The Colony



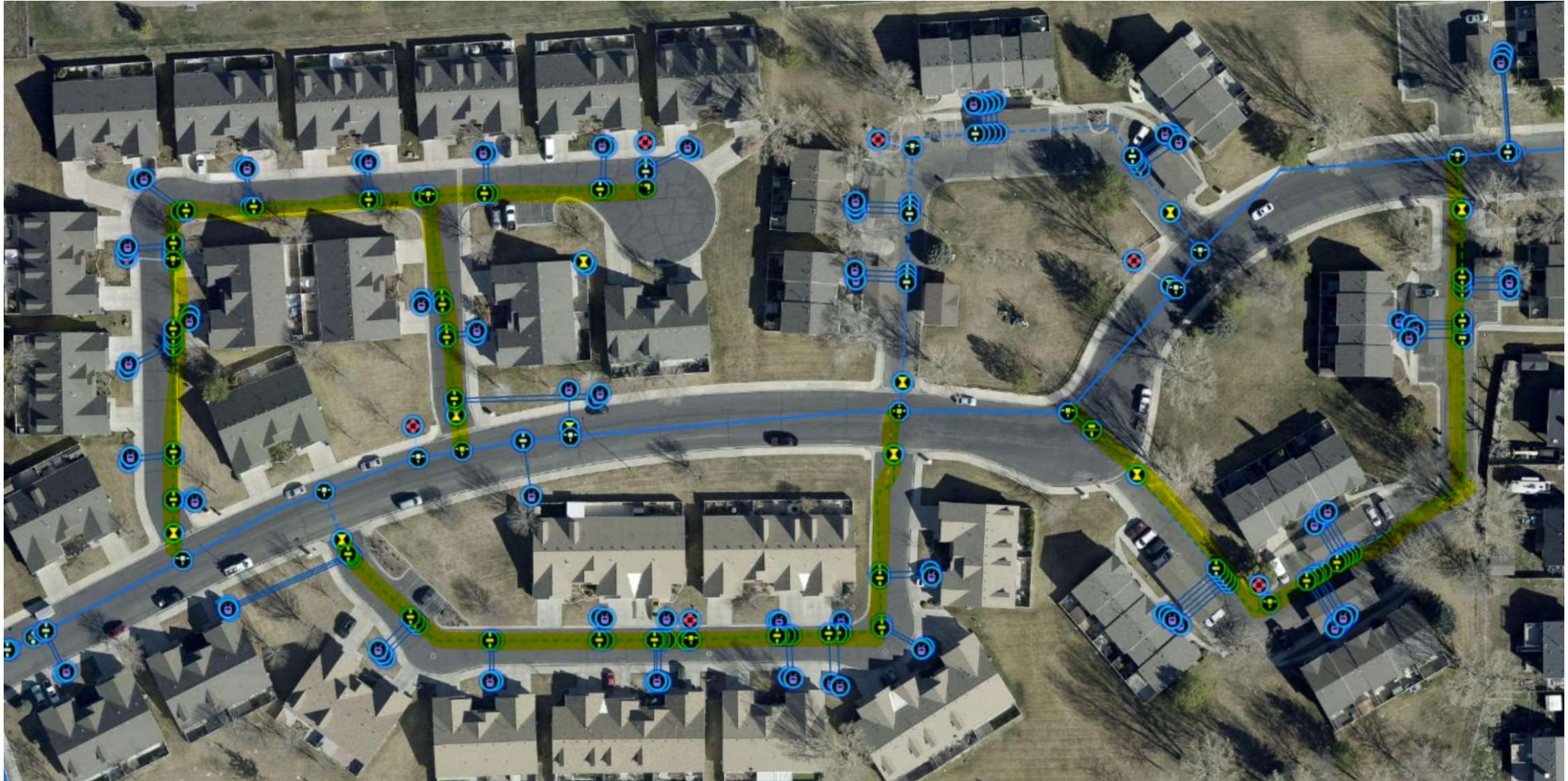
North of Old Provo High



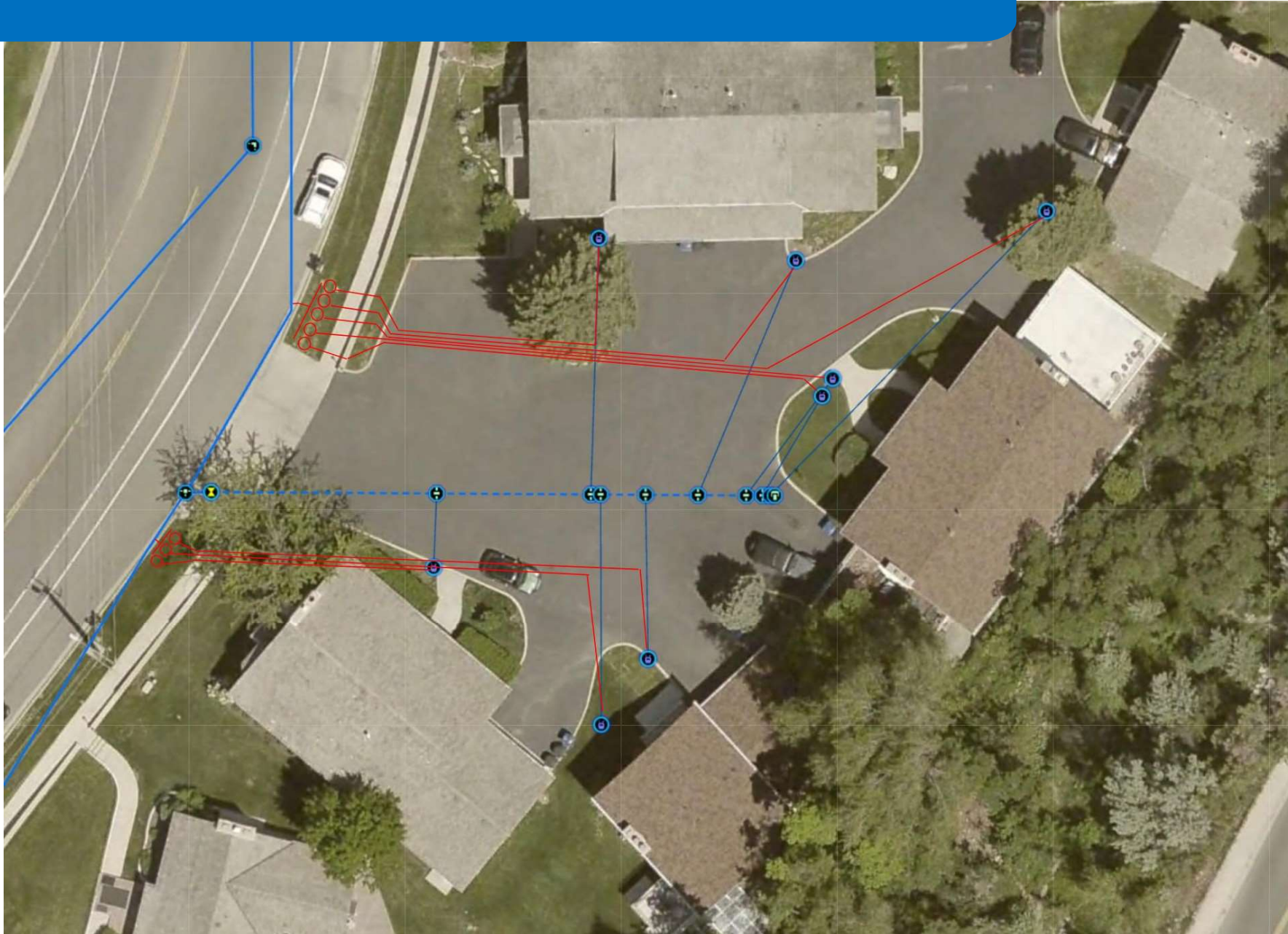
West of Center Street



Behind Lakeview Elementary School



Required Updates



The background features a large, abstract geometric design on the left side, composed of overlapping triangles in shades of blue and grey. The right side of the image is white, providing a clean space for the text.

**THANK
YOU!**

PROVO MUNICIPAL COUNCIL WORK SESSION STAFF REPORT



Submitter: JMCKNIGHT
Presenter: Lane Peirce, Water Resources Engineer; Mark Doyle, Taylor Terrace HOA Chair
Department: Public Works
Meeting Date: 8/25/2026
Requested Duration (Minutes): 25 minutes
CityView or Issue File Number: 26-061

SUBJECT: 2 A discussion regarding a request from the Taylor Terrace Homeowners Association for city acceptance, infrastructure upgrades, and financial assistance for its private water system. (26-061)

ADMINISTRATIVE RECOMMENDATION: Taylor Terrace HOA is requesting for the City to aid in the cost of upgrading private water infrastructure to current City standard and dedicate the infrastructure to become part of the public water system.

ADMINISTRATIVE MEMO: In winter of 2025 Provo City noticed continual use on a private irrigation meter for the Taylor Terrace townhomes located in a Cul-de-sac across the street from the Rock Canyon Temple. The service comes off a 6" main that is 125' in length. In repairing this irrigation service the contractor noticed the 6" main and other visible services were in need of repair. The Taylor Terrace mainline and service lines are private and the responsibility of repairing and maintaining these lines are the homeowners and HOA. After several meetings with Taylor Terrace residents the HOA/Residents are requesting the following:

1. To upgrade the existing infrastructure to Provo City Standards and have the water utility become a public system operated and maintained by Provo City.
2. Request for funds to aid in the process of upgrading the existing infrastructure to Provo City Standards.

FISCAL IMPACT: \$116,475

COUNCIL STAFF MEMO:

Gordon Haight
City Engineer
Provo Public Works

June 3, 2026

Hi Gordon,

Here is the letter that you requested I send to you and your committee regarding our request to have the City adopt the extension from the City main water line into one part of the Taylor Terrace Homeowners property.

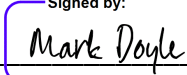
Attached is a pdf file for your review. Part of this bid is for the repair to the said extension branching from the City main waterline into the Association. Also included is the expense to the seven homeowners involved, and one other line which is the Association's irrigation line for the sprinkler system - making eight lines total.

Our contractor has been very precise in adhering to City standards, to make this necessary upgrade to the current City requirements.

Please don't hesitate to contact me should you require further details - the Board of the Association appreciate your consideration and efforts to ensure our supply of culinary water, is up to City standards and quality!

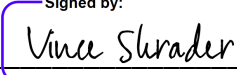
Sincerely,

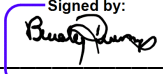
The Taylor Terrace Homeowners Association Board

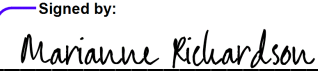
Signed by:

6/3/2026
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Mark Doyle - Chair

Signed by:

6/3/2026
829D1B9A525549F5
Terri Clayton - Vice Chair

Signed by:

6/4/2026
DF579320FAAA46D...
Vince Shrader - Treasurer

Signed by:

6/4/2026
D163C3B937C944E
Beverley Dewshup - Secretary

Signed by:

6/3/2026
6530C828B96940E
Marianne Richardson - Serving Board Member

MAINLINE

318 West 4620 North
Provo, UT 84604

Estimate #3532

Taylor Terrace HOA

2218 Temple View Drive / Provo, Utah 84604
801-787-8083

- Sent on

May 27, 2026

Scope for Provo City Ownership and Maintenance

This estimate reflects an expanded scope of work required for Provo City to accept ownership and long-term maintenance of the water system serving Taylor Terrace HOA. The work includes installation of a new 8" C900 main from the city system, new 1" domestic meters and a new 2" irrigation meter in the shared drive, new 1" and 2" service lines to the existing meter locations, abandonment of the existing 6" ductile iron main, and all associated testing, sanitation, excavation, boring, export, traffic control, and surface restoration needed to meet current City standards. The overall construction duration for this work is anticipated to be approximately 3–4 weeks from start of excavation through final surface restoration. COMPARISON OF ORIGINAL REPAIR ESTIMATE AND THE CITY TAKEOVER OPTION The original estimate dated January 6, 2026 was developed to address the most critical failures on the existing HOA-owned 6" ductile iron main and laterals, without changing meter sizes or turning the system over to Provo City. That scope focused on replacing the failed end section of the 6" main, installing new laterals from the main to each existing 3/4" meter, and performing limited asphalt restoration in the immediate work area. By contrast, the attached "City takeover" estimate reflects a significantly expanded scope that brings the shared main and services up to Provo City standards so the new 8" C900 main, new 1" domestic meters, and new 2" irrigation meter in the common drive can be accepted and maintained by the City. This option replaces the private main back to a new 8" tap on the city system, adds new 1" and 2" services by boring, abandons the existing 6" ductile iron main, and includes the additional excavation, testing, export, traffic control, and surface restoration required for that higher standard of construction.

Product / Service

Qty.PARTS

Includes all 8" C900 pipe, fittings, valves, blow-off parts, 1" and 2" service line materials, and miscellaneous components required to construct the new main, meters, and service laterals to City standards.

\$15,524.00

MATERIALS & AGGREGATES

Includes imported sand, road base, and gravel for proper bedding and backfill of the new 8" main and service trenches, base preparation beneath restored hard surfaces, and the export, hauling, and disposal of excess excavated material from the site.

\$15,774.00

SURFACE RESTORATION

Includes sawcutting, removal, and replacement of asphalt and concrete, placement and compaction of road base, and restoration of disturbed drive, curb, gutter, sidewalk, and approach areas.

\$24,270.00

SAFETY

Includes traffic control, trench safety measures, steel road plates, and related devices needed to maintain safe vehicle and pedestrian access during construction.

\$2,969.00

EQUIPMENT & EXCAVATION

Includes excavation and trenching for the new main and services, horizontal boring for new 1" and 2" service lines, equipment rental and operation, crew time for digging, boring, and backfilling, and associated fuel and maintenance.

\$56,688.00

SANITATION & TESTING

Includes temporary blow-off and flushing, chlorination, pressure testing, and third-party bacterial testing required to place the new main and services into operation.

\$1,250.00

- Subtotal

\$116,475

LATERALS (HOA/HOMEOWNERS RESPONSIBILITY)

1" Service Laterals

Laterals between the new 8" main and the original 3/4" meter box locations. Inclusive of all parts, labor, materials, horizontal boring, hot taps, reconnection to existing house lines.

\$41,088.00

- HOA TOTAL

\$41,088.00

- COMBINED TOTAL

\$157,563.00

UNLESS OTHERWISE STATED ABOVE:

This estimate is valid for 7 days. An initial deposit of 50% is due prior to commencing work, with the balance due upon completion. Payment can be made by cash, check or ACH. Credit card payments are subject to a 3% surcharge. Financing may be available with approved credit (additional fees apply).

The actual cost of permits and other municipal fees will be invoiced separately. Blue Stakes will be called to mark underground utilities. Unforeseen costs related to mismarked or unmarked utilities or buried unknown foreign objects, concrete, asphalt, brick/hardscapes, excessive rock, or bedrock will be invoiced separately. Unforeseen work required to meet the demands of a municipal authority (engineer, inspector, etc.) will be invoiced separately.

For sewer line trenches up to 5 feet deep or 10 feet long, trench safety shoring is included. If we encounter especially unstable soil or are required to dig deeper than anticipated, additional shoring may be required and will be invoiced separately.

This estimate does not include restoration of hard surfaces including asphalt or concrete. We provide basic surface restoration using native material. The Client is responsible for final landscape/surface restoration. Unless expressly stated above, any estimated asphalt patch refers

only to a permanent patch up to 4" thick. If the municipality requires a larger patch, thicker patch, or a temporary winter patch, those will be invoiced separately.

If this estimate includes the repair, replacement, or installation of a sewer line and upon excavating we determine that there is insufficient elevation change to achieve the required slope (at least 2 degrees), an alternate solution may need to be engineered and installed. If this results in additional costs, those will be invoiced separately.

We include a 10-YEAR PARTS AND LABOR GUARANTEE on workmanship. At no cost to you and for a period of 10 years we will repair or replace any failed part that was originally provided and installed by Mainline and where no other party has repaired or attempted to repair. Coverage for concrete, asphalt, and other hard surfaces is limited to 1 year. Living ground cover, plants and trees are excluded. Coverage for mechanical items, such as pumps, is limited to the manufacturer's warranty. Guarantee only valid on work that was completed and paid in full by the due date (upon completion unless otherwise agreed upon in writing). Guarantee period begins on the date of completion.

TAYLOR TERRACE HOA WATERLINE REQUEST

August 11, 2026



CITY CODE 15.23.020 DEDICATION OF PRIVATE STREETS TO PUBLIC OWNERSHIP

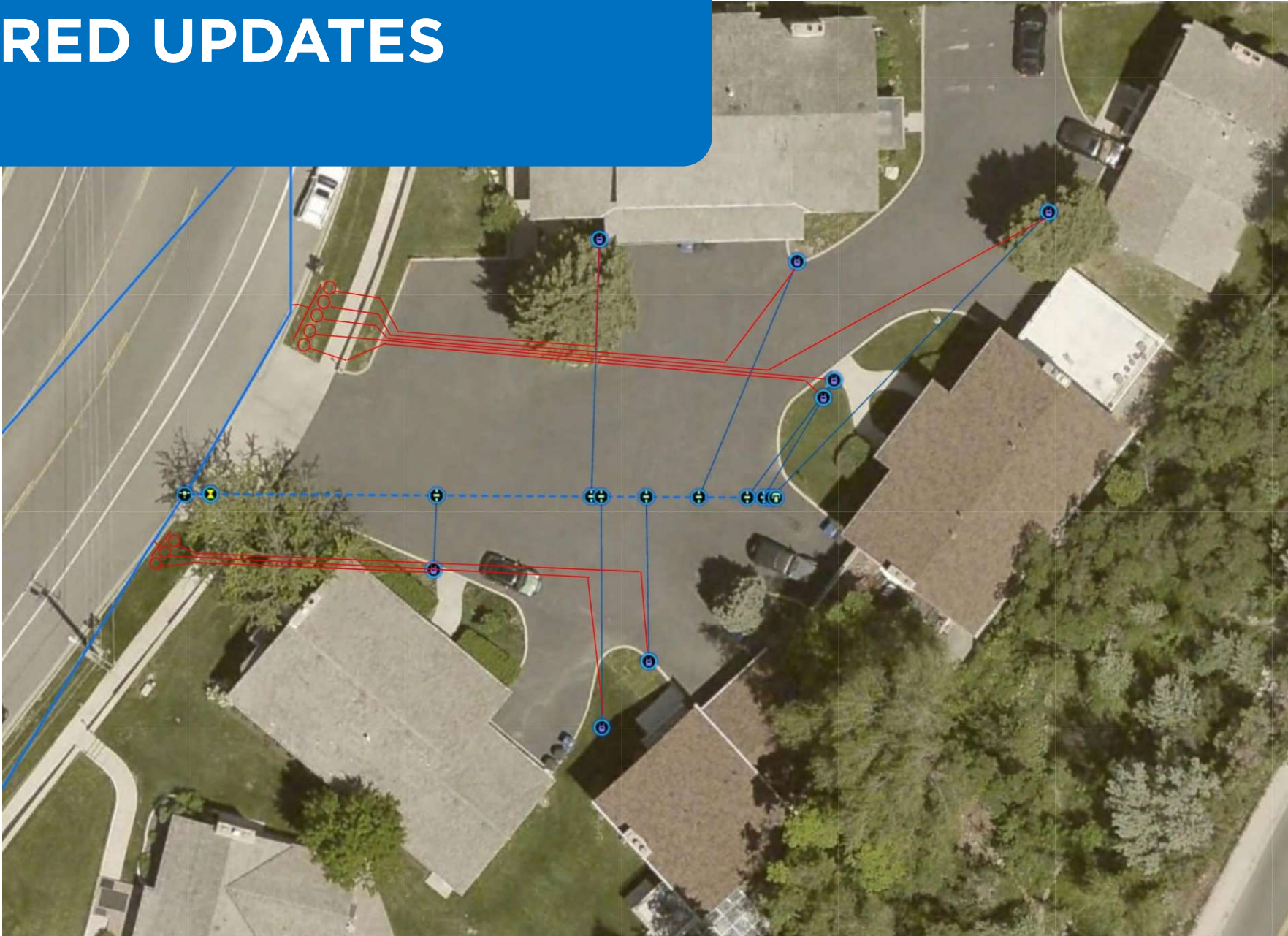
15.23.020 Policy

- (1) Property owners may request that existing private streets and/or utilities be considered for dedication to public ownership, using the following process:
 - (d) The City's Public Works and Development Services departments will review the request and identify any deficiencies
 - (e) The identified deficiencies will be communicated to the petitioners.
 - (f) Upon election by the petitioners, any deficiencies identified through the City's review and uncorrected by the petitioners will be reviewed by the Municipal Council to consider appropriation of the estimated costs necessary to remedy the deficiencies. However, the Council may not appropriate money to correct deficiencies that this Chapter specifically states will not be paid for by the City. If all remaining deficiencies associated with a petition are of this type, the petition will not be sent to the Municipal Council for review and will be deemed rejected.
 - (e)(i) If the Municipal Council does not authorize the appropriation, the petition shall be deemed rejected and the street or utilities will not be dedicated to public ownership.
 - (e)(ii) If the Municipal Council authorizes the appropriation, the petition will be forwarded for final approval as provided in Subsection [\(1\)\(g\)](#) of this Section.
 - (g) Upon referral under Subsection [\(1\)\(d\)](#) or [\(1\)\(f\)](#) of this Section, the petition will be considered by the Coordinators Review Committee (CRC) Executive Committee
- (4) (a) Private street property owners may pursue funding options to bring the street and/or utilities into compliance with Subsection [\(3\)](#) of this Section through the City's community development block grant (CDBG), capital improvement program (CIP), or special assessment area (SAA) programs.

REQUESTED COST SHEARING 15.23 (4) (a)

City Portion Requested	\$116,475
HOA Cost	\$ 41,088
Total Project Cost	\$157,563

REQUIRED UPDATES



The background features a large, abstract geometric design on the left side, composed of overlapping triangles in shades of blue and grey. The right side of the image is white, providing a clean space for the text.

**THANK
YOU!**

**PROVO MUNICIPAL COUNCIL
WORK SESSION
STAFF REPORT**



Submitter: KMARTINS
Presenter: Tanner Taguchi, Council Policy Analyst and Brian Jones, City Attorney
Department: Recorder
Meeting Date: 8/25/2026
Requested Duration (Minutes): 90 minutes
CityView or Issue File Number: 26-064

SUBJECT: 3 A discussion regarding the Vesper Amphitheater project development agreement (26-064)

ADMINISTRATIVE RECOMMENDATION: NA

ADMINISTRATIVE MEMO: NA

FISCAL IMPACT: NA

COUNCIL STAFF MEMO:

**DEVELOPMENT AGREEMENT
FOR
VESPER**

(Provo Canyon Amphitheater Venue)

THIS DEVELOPMENT AGREEMENT FOR VESPER (this “**Agreement**”) is made and entered into as of the _____ day of _____, 2026 (the “**Effective Date**”), by and between the city of PROVO, a Utah municipal corporation, hereinafter referred to as “**City**,” and VESPER PROPERTY COMPANY, LLC, a Utah limited liability company, hereinafter referred to as “**Developer**.” The City and Developer are hereinafter collectively referred to as “**Parties**.”

RECITALS

A. Developer holds the contractual rights to purchase certain land located within the City of Provo more particularly described on Exhibit A, attached hereto and incorporated herein by reference (the “**Property**”) and to develop a portion of that land as discussed below.

B. On _____, 2026, the City Council approved Ordinance _____ (the “**Vesting Ordinance**”), based on the Concept Plan set forth on Exhibit B (the “**Concept Plan**”), attached hereto and incorporated herein by reference. The Concept Plan will govern the density, development, and use of the Property (said density, development, and use constituting the “**Project**”).

C. Developer is willing to design and construct 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 in order to receive the benefit of vesting for certain uses and zoning designations under the terms of this Agreement as more fully set forth below.

D. The City Council accepted Developer’s proffer to enter into this Agreement to memorialize the intent of Developer and City and decreed that the effective date of the Vesting Ordinance be the date of the execution and delivery of this Agreement and the recording thereof as a public record on title of the Property in the office of the Utah County Recorder.

E. The City Council further authorized the Mayor of the City to execute and deliver this Agreement on behalf of the City.

F. The City has the authority to enter into this Agreement pursuant to Utah Code Section 10-20-508 (2026) and relevant municipal ordinances, and desires to enter into this Agreement with the Developer for the purpose of guiding the development of the Property in accordance with the terms and conditions of this Agreement and in accordance with applicable City Ordinances.

G. This Agreement is consistent with, and all preliminary and Concept Plans within the Property are subject to and must conform with, the City’s General Plan, Zoning Ordinances, and Subdivision Ordinances, and any permits issued by the City pursuant to City Ordinances and regulations.

H. The Parties desire to enter into this Agreement to specify the rights and responsibilities of the Developer to develop the Property as expressed in this Agreement and the rights and responsibilities of the City to allow and regulate such development pursuant to the requirements of this Agreement.

I. The Parties understand and intend that this Agreement is a “development agreement” within the meaning of, and entered into pursuant to, the terms of Utah Code Ann., §10-20-508.

J. The Parties intend to be bound by the terms of this Agreement as set forth herein.

AGREEMENT

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

1. Incorporation of Recitals. The foregoing Recitals are hereby incorporated into this Agreement, as a substantive part hereof.

2. Zoning. Approval of any portion of this Agreement that grants exceptions to current City code must follow the same procedures for enacting a land use regulation under Utah Code Ann. § 10-20-502. The terms of this Agreement are enforceable and the rights of Developer to develop the Property in accordance with this Agreement vests only if the Provo City Council, in the independent exercise of its legislative authority, approves a zoning change of the Property, or any portion thereof, to the SC3, Regional Shopping Center Zone, and approves this Agreement. The requested zoning change and this Agreement will be processed and reviewed concurrently by the City. If the City grants such legislative approvals, then the City and Developer will execute this Agreement, and development of the Property will be governed by this Agreement, the approved Concept Plan, and applicable provisions of the City Code.

3. Governing Standards. The Concept Plan, the Vesting Ordinance and this Agreement establish the development rights for the Project, including the permitted use, maximum densities, intensity and general configuration for the Project. The Project must be developed by the Developer in accordance with the Concept Plan, the Vesting Ordinance and this Agreement. All Developer submittals must comply generally with the Concept Plan, the Vesting Ordinance and this Agreement. Non-material variations to the Concept Plan may be approved by the City’s Development Services Director without City Council or Planning Commission approval. For purposes of this provision, “**non-material**” variations include alterations to building footprint locations and pedestrian walkways, adjustments to accommodate engineering specifications, locations of open space and parking, updated architectural designs and features of similar quality, and other such modifications so long as such variations do not materially change the permitted uses or the overall design and development standards of the Project.

4. Permitted Uses.

- a. The Parties agree that pursuant to this Agreement the proposed indoor/outdoor amphitheater venue and related uses on a year-round basis, as shown in the Concept Plan and Vesting Ordinance, are approved uses for this Property.

- b. Notwithstanding additional uses permitted in the SC3 Zone, the land uses for the Property in the SC3 Zone are limited to:
 - i. outdoor, open-air, partially enclosed, and enclosed venue operations for entertainment;
 - ii. public assemblies, filming and production, concerts, conventions, artistic performances, theater, and other similar uses and activities;
 - iii. plaza-based activities, guest-serving commercial and hospitality activities, and customary venue-support functions;
 - iv. a hotel of up to 75 rooms, restaurants, bars, cafes, food and beverage services, dining uses, and ancillary commercial and retail uses compatible with the primary amphitheater use;
 - v. structured and underground parking, surface parking facilities, storage facilities, event-logistics areas, plazas, landscaped open space, and related uses and improvements; and
 - vi. temporary staging, event related tents (may not be used for overnight stays), festival-support and event-serving accessory uses, signage, and guest amenity uses customarily provided with venue, amphitheater, hotel, and food/beverage uses.
- c. For purposes of this Section 4, “**Ancillary Use**” means such use is incidental, subordinate, integrated with, or supportive of the amphitheater venue, hotel, hospitality, guest-service, food and beverage, event, trail, open-space, or destination-venue functions of the Project (the “Principal Uses”). Such uses are only permitted if the primary amphitheater venue has been completed and is in active use. Such uses are only permitted insofar as they are clearly operating in support of the Principal Uses. Ancillary Uses may be constructed concurrently with construction of the amphitheater venue and hotel.
- d. The restrictions on uses in Section 4 survive the termination of this Agreement. Developer must, prior to receiving certificates of occupancy for any structure, record a deed restriction with the Utah County Recorder on the Property that limits use of the Property to those uses listed in this Section, provides notice of such limitation, and acknowledges that the City may enforce violations of the permitted uses through the same criminal and civil penalties with which it enforces violations of the uses permitted in City’s Zoning Ordinances.

5. Height Standards. Structures in the Project may not exceed 3 stories or 50 feet in height, except as provided in this section. The Parties agree that specialized, non-occupied stage-support and roof-related elements, including theatrical rigging, fly-loft, set-operation, and roof/sightline elements may exceed the 50 foot height restriction, but may not exceed a height of 125 feet.

6. Vested Caps.

- a. The amphitheater capacity may include up to 20,000 seats.
- b. Hotel use may include up to 75 hotel rooms.
- c. The Aggregate Square Footage of commercial uses, including retail and operations, may not exceed 150,000 square feet, subject to the definition and exclusions set forth in this Agreement.
 - i. For purposes of this Section, “**Aggregate Square Footage**” means the total gross floor area of merchandise, restaurant, food and beverage, guest-service, event-support, administrative, operations, and other project-serving building areas within the Project that are not otherwise regulated by the separate amphitheater seat cap or hotel room cap set forth in this Agreement.

Aggregate Square Footage does not include the amphitheater or other amphitheater-related facilities; the hotel or hotel-related structures and facilities; parking facilities, including structured parking, underground parking, covered parking, and related parking-management improvements; or outdoor venue and site improvements, including unenclosed site improvements.

The amphitheater seat cap, hotel room cap, parking stall cap, and Aggregate Square Footage cap are separate limitations and may not be interpreted to duplicate or limit one another.

- d. The Project must include an adequate number of parking stalls to serve the Project and to meet City Code requirements, but in no event may the number of parking stalls exceed 8,000 in the aggregate at the Property. Additionally:
 - i. The numbers of parking stalls may not exceed two-fifths of the number of amphitheater seats in the finished amphitheater venue; and
 - ii. No more than 15 acres of the Property may be used for surface parking.

7. Conservation Easement on Undeveloped Property. If the City Council, in its legislative discretion, approves this Agreement and rezones the Property, then the entirety of the Property will be rezoned to the SC3 zone. In connection with the final Project approvals, those portions of the Property that will not be developed for the uses described in Section 4 above (the “**Undeveloped Property**”) will be clearly delineated and will constitute at least 50% of the portion of the Property that was purchased from the City. The City will then have the unilateral right to rezone the Undeveloped Property to the OSPR zone, and Developer hereby consents to the same. Furthermore, as part of the Project, the Developer must do the following:

- a. Improve the Undeveloped Property in accordance with the approved construction plans for the Project, including revegetation and trail improvement and creation; and

- b. Upon completion of the improvements described in Section 7(a), place the Undeveloped Property in a conservation easement that is held by a third party that specializes in the preservation of open space and that prohibits commercial, industrial, or residential development of the Undeveloped Property. The conservation easement must allow the owner/operator of the Project to implement appropriate measures and safety protocols to protect the venue and other improvements that are developed within the acreage rezoned to the SC3 zone. The conservation easement must also allow for the use and maintenance of public trails, as approved by the City.

8. Additional Specific Developer Obligations. As an integral part of the consideration for this Agreement, the Developer voluntarily agrees as follows:

- a. The Project must be designed and constructed in a manner generally consistent with a high-quality canyon-integrated destination environment. Natural materials and natural design elements must be substantially incorporated into the finished Project, including meaningful use of materials such as wood, stone, glass, and other materials of similar quality and character. Buildings, plazas, open spaces, and support areas must be designed to respond to the site's topography, views, and mountain setting. Design expression, architectural treatment, and material allocation may evolve through later design development. No provision of this Section may be interpreted to require any fixed architectural style or to prevent reasonable changes in final design so long as the Project remains generally consistent with the character standards set forth herein.
- b. Project lighting must be designed to be Dark Sky compliant to the extent reasonably possible. Signage and wayfinding must be limited in scale and character and must be designed as a coordinated, canyon-sensitive system generally consistent with the Project and its natural setting. Such signage and wayfinding may include reasonable project identification, directional, parking, pedestrian, trail, safety, and event-operation signage customarily needed to support the approved Project, provided that the final signage program remains visually compatible with the canyon environment and does not materially detract from the surrounding natural setting. Furthermore, all signage is subject to Provo City Code 14.38.010 and 14.38.075, including any future renumbering of those sections.
- c. Maintenance, loading, storage, and back-of-house areas must be screened or otherwise designed so as to reasonably minimize visual impacts from public areas and surrounding viewpoints.
- d. Structured parking and related support improvements must be integrated into the site topography and visually softened through design, grading, landscaping, screening, or a combination thereof.
- e. Developer must comply with all applicable standards and requirements for utility services and coordination, infrastructure layout, and access (ingress and

egress) for vehicles and pedestrians. Pedestrian trails must be designed and installed in a manner designed to protect pedestrian safety and minimize interface with vehicular traffic.

- f. Developer must comply with applicable standards and requirements for sewer connection, culinary and fire-flow service, stormwater planning, and power-service planning. Any City infrastructure, or County infrastructure connected to City infrastructure, damaged or disrupted by construction by Developer of infrastructure required for the Project, must be repaired or replaced to the satisfaction of the City at Developer's cost. For example, any roadways or trails excavated in order to install utilities must be repaired or replaced as indicated in this paragraph.
- g. Developer must use commercially reasonable efforts to incorporate current and evolving sound-attenuation and noise-mitigation technologies into the design and operation of the Project in order to reduce off-site sound and noise impacts to the extent reasonably practicable. Sound-related design, mitigation, and operational measures may be further evaluated and refined through later-stage Project approvals, including site planning, building design, venue design, operations planning, and applicable City review processes. Outdoor events must terminate no later than 11 PM Sunday through Thursday and 12 AM (midnight) Friday through Saturday.
- h. Before commencement of large-scale public amphitheater operations, Developer must submit and obtain all required City and agency approvals for a traffic and parking operations plan for the Project. The plan must address, as applicable, ingress, egress, internal circulation, event parking, ADA parking, employee and vendor parking, rideshare, shuttle operations, bus access, pedestrian circulation, traffic-control staffing, emergency access, public-safety coordination, guest communication, and overflow parking prevention. The traffic and parking operations plan may classify events by expected attendance level and may establish different traffic, parking, public-safety, shuttle, rideshare, staffing, and communication measures for different event categories. Events requiring UDOT approval may not occur unless the applicable traffic management plan has been coordinated with and approved by UDOT.
- i. Unless specifically designated otherwise in the final Project approvals, all roads in the Project are private roads and the owner or operator of the Property is responsible for all maintenance and snow plowing for such roads. If, subject to this paragraph, it is decided that any road in the Project will be public, the owner or operator of the Project is still responsible for snow plowing of that road.

9. City Obligations. As an integral part of the consideration of this Agreement and the success of the Project, the City agrees as follows:

- a. To the extent that the final Project approvals require Developer to construct or install improvements or facilities that benefit or provide services to other

properties (such as a water tank and water service lines that provide water to other property(ies), potential roadway connections to other development(s), or sewer facilities that service other property(ies)), Developer will front the payment of the costs of such improvement but has the right to be reimbursed for the share of such costs that are proportionately allocated to the other property(ies) that benefit from the improvements for a period of ten years after the costs are incurred. The City will cooperate in good faith with Developer to facilitate appropriate reimbursements to Developer through cost-sharing agreements, impact fee credits, or other reimbursement mechanisms consistent with Utah law. After the ten-year period mentioned above, Developer will not be entitled to any more reimbursement or credits.

- b. The City will not require Developer to upsize any future public infrastructure items (i.e., to construct infrastructure improvements to a size larger than required to service the Project) unless financial arrangements reasonably acceptable to Developer are made to compensate Developer for the incremental or additive costs of such upsizing.
- c. The City will cooperate with Developer in preparing, reviewing and implementing event-specific traffic management plans for the Project and its events. The City will make good faith efforts to support traffic management with services from the City's police department; provided, however, that Developer must reimburse the City for the actual costs incurred by the City (without markup) in providing such services, and any standby fire and emergency medical services, to support the Project's events, consistent with the City's standard practice for comparable events and venues. The event-specific traffic management plan will require coordination with, and approval by, UDOT.
- d. To the extent reasonably practicable, so long as no undue financial or administrative burdens are imposed on the City, the City will consider and, where appropriate, support and administer public financing mechanisms to assist in financing the infrastructure and improvements required for the Project, including, without limitation, the following:
 - i. community reinvestment areas, tax increment financing, and other project area revenues, including property tax increment, sales and use tax revenue sharing, and other revenues lawfully available through such project areas;
 - ii. public infrastructure districts and similar district-based financing mechanisms;
 - iii. infrastructure financing districts, dedicated infrastructure districts, assessment areas, assessment bonds, and similar district or assessment-based financing structures;

- iv. reimbursement agreements, reimbursement districts, cost-sharing arrangements, and other lawful repayment or recapture mechanisms for Project-serving improvements;
- v. public-private partnership structures, lease-revenue structures, revenue bonds, or other public financing tools; and
- vi. county tourism funds.

For clarification, each of the above-referenced financing mechanisms will be evaluated by the City on a case-by-case basis, when requested by Developer, according to the improvement and funding needs of the Project; provided, however, that the City has no obligation to implement or approve any of them unless and until the City Council, in the independent exercise of its legislative and policy-making authority, elects to approve one or more of these financing and funding mechanisms for the Project.

Following approval of the Project, the City and Developer will work in good faith to process later-stage implementation items, including civil plans, grading permits, building permits, utility approvals, inspections, and related administrative approvals, in a coordinated and timely manner. The City may not unreasonably withhold, condition, or delay such approvals where the applicable submittal is consistent with this Agreement and applicable law. The parties further acknowledge that later-stage documentation may be required to implement the Project and will cooperate in good faith in the preparation, review, and approval of such documentation.

10. Grading and Site Adaptation. Substantial portions of the Property consist of previously mined and disturbed gravel-pit terrain rather than intact undisturbed hillside. Construction and final site configuration for the Project may therefore require continued refinement of grading, retaining, drainage, revegetation, pad creation, parking layout, utility placement, and related site-adaptation measures. Such refinements and grading activities are permitted within the vested framework established by this Agreement in order to prepare the site for the intended development of the Project. Developer must comply with the City's hillside development ordinances and may not disturb any slope greater than 30% that has not been previously disturbed without first obtaining approval through the applicable City variance process as part of project plan approval before the Planning Commission.

11. Vested Rights and Reserved Legislative Powers.

- a. Vested Rights. As of the Effective Date, subject to the terms and provisions of this Agreement, Developer has the vested right to develop and construct the Project in accordance with the uses, maximum caps, intensities, and general configuration of development established in the Concept Plan, as supplemented by the Vesting Ordinance and this Agreement (and all Exhibits), subject to compliance with the City Ordinances in existence on the Effective Date. The Parties intend that the rights granted to Developer under this Agreement are contractual and also those rights that exist under statute,

common law and at equity. The Parties specifically intend that this Agreement grants to Developer “vested rights” as that term is construed in Utah’s common law and pursuant to Utah Code Ann., §10-20-101 et seq. Moreover, in the event of any conflict between the terms of this Agreement and the general provisions of the City Code, the terms of this Agreement control as provided in Utah Code Ann. § 10-20-508(2)(a)(iii).

- i. Examples of Exceptions to Vested Rights. The Parties understand and agree that the Project will be required to comply with future changes to City Laws that do not limit or interfere with the vested rights granted pursuant to the terms of this Agreement. The following are examples for illustrative purposes of a non-exhaustive list of the type of future laws that may be enacted by the City that would be applicable to the Project:
 1. Developer Agreement. Future laws that Developer agrees in writing to the application thereof to the Project;
 2. Compliance with State and Federal Laws. Future laws that are generally applicable to all properties in the City and that are required to comply with State and Federal laws and regulations affecting the Project;
 3. Safety Code Updates. Future laws that are updates or amendments to existing building, plumbing, mechanical, electrical, dangerous buildings, drainage, or similar construction or safety related codes, such as the International Building Code, the APWA Specifications, AASHTO Standards, the Manual of Uniform Traffic Control Devices or similar standards that are generated by a nationally or statewide recognized construction/safety organization, or by the State or Federal governments and are required to meet legitimate concerns related to public health, safety or welfare; or,
 4. Taxes. Taxes, or modifications thereto, so long as such taxes are lawfully imposed and charged uniformly by the City to all properties, applications, persons and entities similarly situated.
 5. Fees. Changes to the amounts of fees for the processing of Development Applications that are generally applicable to all development within the City (or a portion of the City as specified in the lawfully adopted fee schedule) and that are adopted pursuant to State law.
 6. Impact Fees. Impact Fees or modifications thereto that are lawfully adopted, imposed and collected.

- b. Reserved Legislative Powers. The Developer acknowledges that the City is restricted in its authority to limit its police power by contract and that the limitations, reservations and exceptions set forth herein are intended to reserve to the City all of its police power that cannot be so limited. Notwithstanding the retained power of the City to enact such legislation of the police powers, such legislation may not modify the Developer's vested right as set forth herein unless facts and circumstances are present that meet the exceptions to the vested rights doctrine as set forth in Section 10-20-101 et seq. of the Municipal Land Use, Development, and Management Act, as adopted on the Effective Date, *Western Land Equities, Inc. v. City of Logan*, 617 P.2d 388 (Utah 1980), its progeny, or any other exception to the doctrine of vested rights recognized under state or federal law.

12. Default. An “**Event of Default**” occurs under this Agreement if any party fails to perform a material obligation expressly required hereunder when due and the defaulting party has not performed or cured the delinquent obligations within sixty (60) days following delivery to the delinquent party of written notice of such delinquency describing the alleged default in reasonable detail. Notwithstanding the foregoing, if the default cannot reasonably be cured within that 60-day period, a party is not in default so long as that party commences to cure the default within that 60-day period and diligently continues such cure in good faith until complete.

a. Remedies. Upon the occurrence of an uncured Event of Default, the non-defaulting party has the right to exercise the following rights and remedies against the defaulting party:

1. All rights and remedies available at law and in equity, including injunctive relief, specific performance, and termination, but not including damages or attorney's fees; provided, however, that termination is available only for a material uncured Event of Default that substantially frustrates the essential purpose of this agreement as to the affected portion of the Property or Project.

2. The right to withhold further approvals, licenses, permits or other rights associated with the Project or development activity pertaining to the defaulting party as described in this Agreement until such default has been cured; provided, however, that any such withholding must be reasonably and directly related to the specific obligation that remains in uncured default and may not be used to withhold, delay, or impair unrelated approvals, licenses, permits, inspections, or rights associated with other portions of the Project.

3. The right to draw upon any security posted or provided in connection with the Property or Project by the defaulting party; provided, however, that any such draw is limited to security specifically posted to secure the obligation that remains in uncured default and is limited to the amount reasonably necessary to cure such default.

The rights and remedies set forth herein are cumulative, subject to the limitations expressly set forth in this Section.

13. Notices. Any notices, requests and demands required or desired to be given hereunder must be in writing and must be served personally upon the party for whom intended, or if mailed, by certified mail, return receipt requested, postage prepaid, to such party at its address shown below:

To the Developer: Vesper Property Company
Attn: Spencer Shumway
135 N. 1400 E.
Pleasant Grove, Utah 84062
Phone: (801) 372-5722

To the City: City of Provo
Attention: City Attorney
351 W Center
Provo, UT 84601
Phone: (801) 852-6140

14. General Term and Conditions.

- a. Headings. The headings contained in this Agreement are intended for convenience only and are in no way to be used to construe or limit the text herein.
- b. Property Acquisition Contingency. Notwithstanding any other provision to the contrary in this Agreement, this Agreement does not take effect unless and until Developer (or an entity owned or controlled by Developer) acquires title to the Property within one (1) year after the date of approval of this Agreement by the Provo City Council. This Agreement will not be recorded against the Property with the Utah County Recorder's Office unless and until this acquisition contingency has been satisfied.
- c. Binding Effect. Subject to the other provisions hereof, this Agreement inures to the benefit of, and be binding upon, the parties hereto and their respective heirs, representatives, officers, agents, employees, members, successors and assigns (to the extent that assignment is permitted). Without limiting the generality of the foregoing, a "successor" includes a party that succeeds to the rights and interests of the Developer as evidenced by, among other things, such party's submission of land use applications to the City relating to the Property or the Project. Unless this Agreement is terminated pursuant to the provisions herein, the terms of this Agreement remain in effect in perpetuity.
- d. Non Liability of City Officials and Employees. No officer, representative, consultant, attorney, agent or employee of the City is personally liable to the Developer, or any successor in interest or assignee of the Developer, for any default or breach by the City, or for any amount that may become due to the Developer, or its successors or assignees, or for any obligation arising under the terms of this Agreement. Nothing herein will release any person from personal liability for their own individual acts or omissions.

- e. Third Party Rights. Except for the Developer, the City and other parties that may succeed the Developer on title to any portion of the Property, all of whom are express intended beneficiaries of this Agreement, this Agreement does not create any rights in and/or obligations to any other persons or parties. The Parties acknowledge that this Agreement refers to a private development and that the City has no interest in, responsibility for, or duty to any third parties concerning any improvements to the Property unless the City has accepted the dedication of such improvements
- f. Further Documentation. This Agreement is entered into by the Parties with the recognition and anticipation that subsequent agreements, plans, profiles, engineering and other documentation implementing and carrying out the provisions of this Agreement may be necessary. The Parties agree to negotiate and act in good faith with respect to all such future items.
- g. Relationship of Parties. This Agreement does not create any joint venture, partnership, undertaking, business arrangement or fiduciary relationship between the City and the Developer.
- h. Agreement to Run With the Land. This Agreement must be recorded in the Office of the Utah County Recorder against the Property and is intended to and is deemed to run with the land, and is binding on and benefits all successors in the ownership of any portion of the Property.
- i. Performance. Each party, person and/or entity governed by this Agreement must perform its respective obligations under this Agreement in a manner that will not unreasonably or materially delay, disrupt or inconvenience any other party, person and/or entity governed by this Agreement, the development of any portion of the Property or the issuance of Concept Plans, certificates of occupancy or other approvals associated therewith.
- j. 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.
- k. Construction. This Agreement has been reviewed and revised by legal counsel for both the City and the Developer, and no presumption or rule that ambiguity is construed against the drafting party applies to the interpretation or enforcement of this Agreement.
- l. Consents and Approvals. Except as expressly stated in this Agreement, the consent, approval, permit, license or other authorization of any party under this Agreement must be given in a prompt and timely manner and may not be unreasonably withheld, conditioned or delayed. Any consent, approval, permit, license or other authorization required hereunder from the City must be given or withheld by the City in compliance with this Agreement and the City Ordinances.

- m. Approval and Authority to Execute. Each of the Parties represents and warrants that, as of the Effective Date this Agreement, it/he/she has all requisite power and authority to execute and deliver this Agreement, being fully authorized so to do and that this Agreement constitutes a valid and binding agreement.
- n. Deadlines.
 - i. Developer has a period of up to three years from the date of closing on the purchase of the portion of the Property intended to be purchased from the City to commence construction. Delay in commencement during such three-year period does not constitute a default, abandonment, lapse, forfeiture, or loss of rights under this Agreement, the Vesting Ordinance, or the approved Concept Plan, so long as Developer continues in good faith toward Project implementation. The parties acknowledge that additional time may reasonably be required during such period for financing, regulatory approvals, agency coordination, engineering refinement, utility coordination, third-party approvals, market conditions, business terms, operational planning, and related implementation matters. For purpose of this Section, “commence construction” means that the footings and foundation for the amphitheater venue have been poured and have passed inspection.
 - ii. Developer has a period of up to seven years from the date of closing on the purchase of the portion of the Property intended to be purchased from the City to achieve Substantial Completion. During that period, lack of Substantial Completion does not constitute a default, abandonment, lapse, forfeiture, or loss of rights under this Agreement, the Vesting Ordinance, or the approved Concept Plan, so long as Developer continues in good faith toward Project completion. For purposes of this Agreement, “**Substantial Completion**” means that the principal venue improvements, the venue parking, the hotel, at least 75% of the commercial uses shown on the Concept Plan, and all infrastructure necessary to allow all the above listed uses to operate as intended have been completed and are available for their intended use, notwithstanding minor or immaterial variations from the Concept Plan. The seven-year period may be extended by mutual written agreement of the Parties.
- o. Zoning Reversion. If Developer fails to achieve either of the deadlines described in Subsection 14(n), the City has the right, but not the obligation, in the sole discretion of the City Council, to revert the zoning designation of the Property to the zoning designation in effect immediately prior to the rezoning approved in connection with this Agreement.
- p. Termination.
 - i. Notwithstanding anything in this Agreement to the contrary, it is agreed by the parties hereto that in the event the Concept Plan for the Property has

not been recorded in the Office of the Utah County Recorder within ten (10) years from the date of this Agreement (the “**Term**”), or upon the occurrence of an event of default of this Agreement that is not cured, the City has the right, but not the obligation, at the sole discretion of the City Council, to terminate this Agreement as to the defaulting party (*i.e.*, the Developer). The Term may be extended by mutual agreement of the Parties.

ii. Upon termination of this Agreement for the reasons set forth herein, following the notice and process required hereby, the obligations of the City and the defaulting party to each other hereunder terminate, but none of the licenses, building permits, or certificates of occupancy granted prior to expiration of the Term or termination of this Agreement may be rescinded or limited in any manner.

15. Assignability. The rights and responsibilities of Developer under this Agreement may be assigned in whole or in part by Developer with the consent of the City as provided herein.

- a. Notice. Developer must give Notice to the City of any proposed assignment and provide such information regarding the proposed assignee that the City may reasonably request in making the evaluation permitted under this Section. Such Notice must include providing the City with all necessary contact information for the proposed assignee.
- b. Partial Assignment. If any proposed assignment is for less than all of Developer’s rights and responsibilities, then the assignee must be responsible for the performance of each of the obligations contained in this Agreement to which the assignee succeeds. Upon any such approved partial assignment, Developer is released from any future obligations as to those obligations that are assigned but remains responsible for the performance of any obligations that were not assigned.
- c. Grounds for Denying Assignment. The City may withhold its consent if the City is not reasonably satisfied of the assignee’s reasonable ability to perform the obligations of Developer proposed to be assigned.
- d. Assignee Bound by this Agreement. Any assignee must consent in writing to be bound by the assigned terms and conditions of this Agreement as a condition precedent to the effectiveness of the assignment.

16. Sale or Conveyance. If Developer sells or conveys parcels of land, the lands so sold and conveyed bear the same rights, privileges, intended uses, configurations, and density as applicable to such parcel and be subject to the same limitations and rights of the City as when owned by Developer and as set forth in this Agreement without any required approval, review, or consent by the City except that sale may only occur if this Agreement is assigned to the buyer in accordance with this Agreement.

17. No Waiver. Any party’s failure to enforce any provision of this Agreement does not constitute a waiver of the right to enforce such provision. The provisions may be waived only in writing by the party intended to be benefited by the provisions, and a waiver by a party of a

breach hereunder by the other party may not be construed as a waiver of any succeeding breach of the same or other provisions.

18. Severability. If any portion of this Agreement is held to be unenforceable for any reason, the remaining provisions continue in full force and effect.

19. Force Majeure. Any prevention, delay or stoppage of the performance of any obligation under this Agreement which is due to strikes, labor disputes, inability to obtain labor, materials, equipment or reasonable substitutes therefore; acts of nature; governmental restrictions, regulations or controls; judicial orders; enemy or hostile government actions; wars, civil commotions; fires or other casualties or other causes beyond the reasonable control of the party obligated to perform hereunder excuses performance of the obligation by that party for a period equal to the duration of that prevention, delay or stoppage.

20. Amendment. This Agreement may be amended only in writing signed by the Parties hereto.

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

CITY:

CITY OF PROVO

ATTEST:

By: _____
City Recorder

By: _____
Mayor Marsha Judkins

DEVELOPER:

VESPER PROPERTY COMPANY, LLC, a
Utah limited liability company

By: _____
Name: _____
Title: _____

STATE OF UTAH)
 :ss
COUNTY OF UTAH)

On the ____ day of _____, 2026, personally appeared before me _____, who being by me duly sworn, did say that he is the _____ of _____, a Utah limited liability company, and that the within and foregoing instrument was signed on behalf of said limited liability company with proper authority and duly acknowledged to me that he executed the same.

Notary Public
Residing at:

Exhibit A
Legal Description of the Property



Legal Descriptions

The following legal description is from the Utah County Parcel Map and will be replaced with the boundary legal description being prepared.

Serial Number: 20:013:0001

COM AT THE S 1/4 COR. SEC. 6, T6S, R3E, SLB&M; N 513 FT; ALONG A CURVE TO THE R (CHORD BEARS: N 37 DEG 38' 26" E 121.8 FT, RADIUS = 854.93 FT); N 72 DEG 30' 0" E 480.3 FT; N 22 DEG 18' 0" E 71 FT; N 48 DEG 28' 0" E 85.4 FT; N 63 DEG 17' 0" E 505 FT; S 4 DEG 10' 0" W 1.5 CH; E 4.1 CH; S 14.2 CH; W 20 CH TO THE POB. AREA 24.124 AC.

Serial Number: 20:013:0020

Taxing Description: COM N 0 DEG 39' 53" W 876.78 FT & E 476.82 FT & N 63 DEG 4' 46" E 40 FT FROM THE S 1/4 COR. SEC. 6, T6S, R3E, SLB&M; S 26 DEG 55' 15" E 78.78 FT; ALONG A CURVE TO THE L (CHORD BEARS: S 30 DEG 1' 44" E 17.85 FT, RADIUS = 164.63 FT); N 50 DEG 42' 57" E 15.94 FT; N 22 DEG 17' 59" E .36 FT; N 48 DEG 28' 0" E 85.4

FT; N 63 DEG 17' 0" E 473.7 FT; N 3 DEG 10' 11" E 84.48 FT; S 63 DEG 4' 46" W 615.5 FT TO THE POB. AREA 1.014 AC.

Serial Number: 20:013:0018

COM N 876.72 FT & E 466.65 FT FROM THE S 1/4 COR. SEC. 6, T6S, R3E, SLB&M; S 63 DEG 4' 45" W 40 FT; S 26 DEG 55' 12" E 78.78 FT; ALONG A CURVE TO THE L (CHORD BEARS: S 33 DEG 20' 50" E 54.77 FT, RADIUS = 244.63 FT) ARC LENGTH = 54.89 FEET; N 72 DEG 30' 0" E 25.46 FT; N 23 DEG 44' 2" E 64.3 FT; ALONG A CURVE TO THE R (CHORD BEARS: N 30 DEG 1' 45" W 17.85 FT, RADIUS = 164.63 FT) ARC LENGTH = 17.86 FEET; N 26 DEG 55' 16" W 78.78 FT; S 63 DEG 4' 45" W 40 FT TO THE POB. AREA 0.226 AC.

Serial Number: 20:013:0019

COM N 0 DEG 39' 53" W 876.78 FT & E 476.82 FT & S 63 DEG 4' 46" W 40 FT FROM THE S 1/4 COR. SEC. 6, T6S, R3E, SLB&M; S 63 DEG 4' 46" W 114.31 FT; ALONG A CURVE TO THE L (CHORD BEARS: S 52 DEG 13' 4" W 322.22 FT, RADIUS = 854.93 FT); N 72 DEG 30' 0" E 442.86 FT; ALONG A CURVE TO THE R (CHORD BEARS: N 33 DEG 20' 54" W 54.77 FT, RADIUS = 244.63 FT); N 26 DEG 55' 18" W 78.78 FT TO THE POB. AREA 0.811 AC.

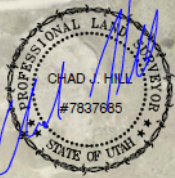
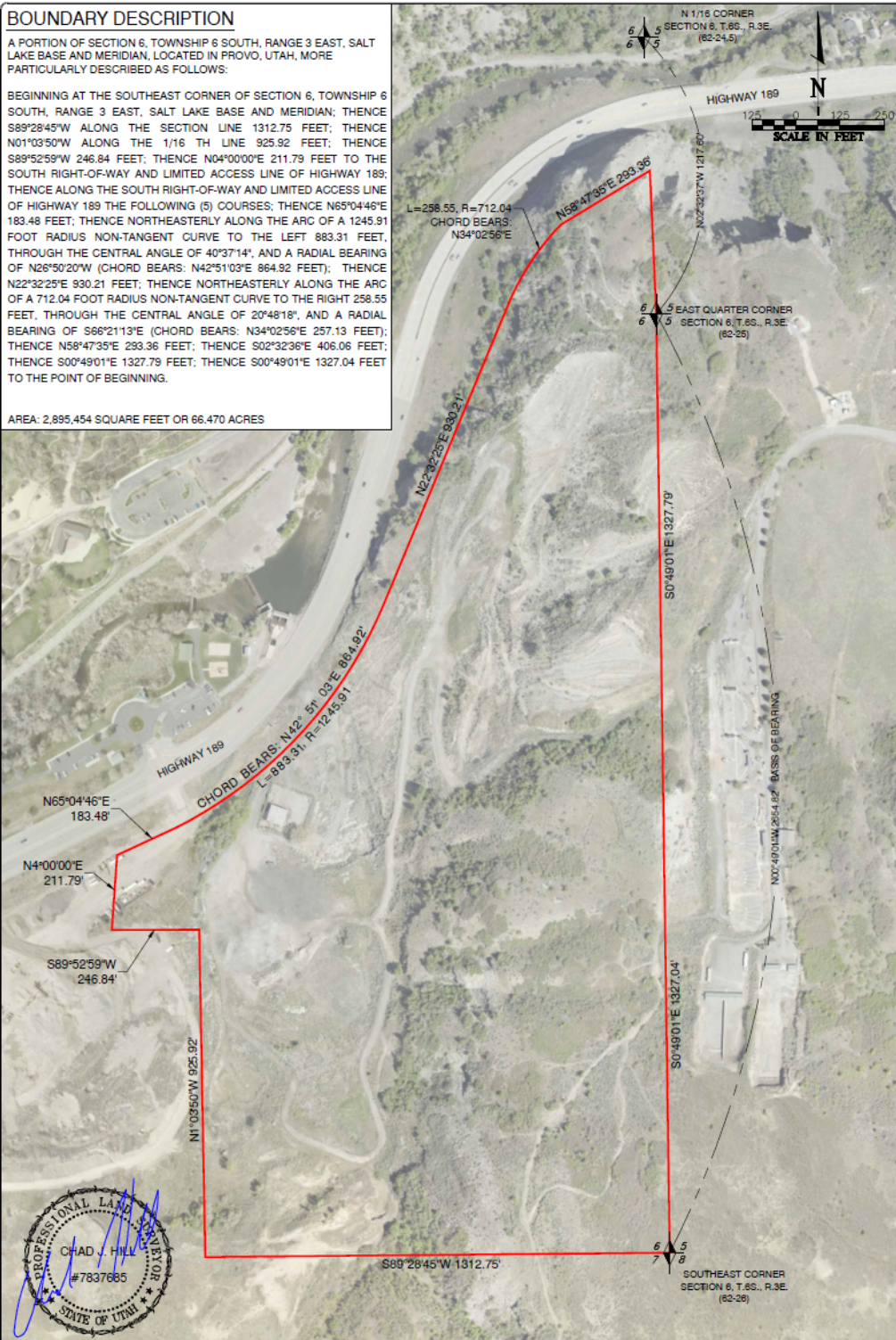
Serial Number: 20:013:0016 and the 34.485-acre parcel is as follows:

BOUNDARY DESCRIPTION

A PORTION OF SECTION 6, TOWNSHIP 6 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN, LOCATED IN PROVO, UTAH, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

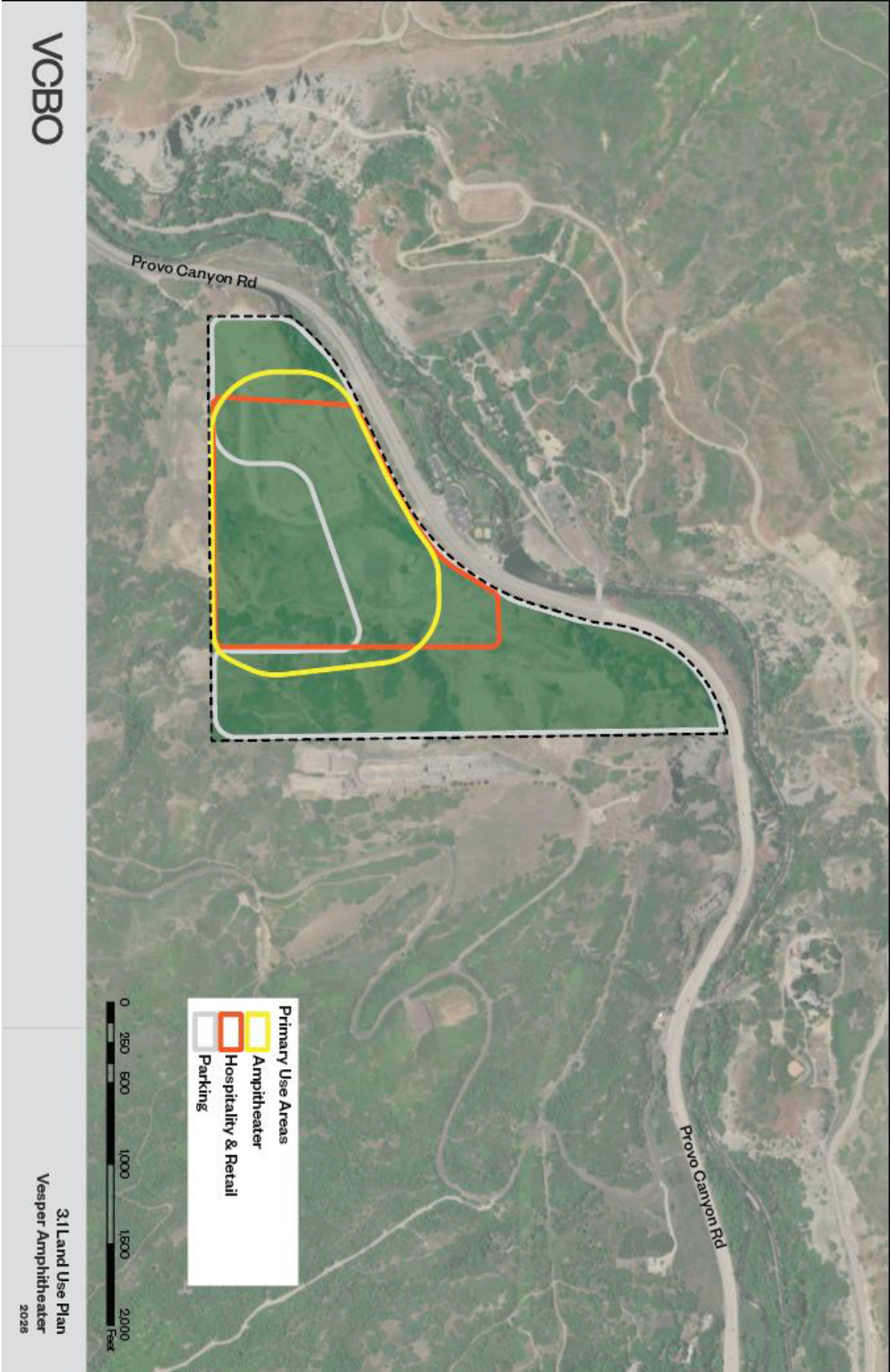
BEGINNING AT THE SOUTHEAST CORNER OF SECTION 6, TOWNSHIP 6 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN; THENCE S89°28'45"W ALONG THE SECTION LINE 1312.75 FEET; THENCE N01°03'50"W ALONG THE 1/16 TH LINE 925.92 FEET; THENCE S89°52'59"W 246.84 FEET; THENCE N04°00'00"E 211.79 FEET TO THE SOUTH RIGHT-OF-WAY AND LIMITED ACCESS LINE OF HIGHWAY 189; THENCE ALONG THE SOUTH RIGHT-OF-WAY AND LIMITED ACCESS LINE OF HIGHWAY 189 THE FOLLOWING (5) COURSES; THENCE N65°04'46"E 183.48 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF A 1245.91 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT 883.31 FEET, THROUGH THE CENTRAL ANGLE OF 40°37'14", AND A RADIAL BEARING OF N26°50'20"W (CHORD BEARS: N42°51'03"E 864.92 FEET); THENCE N22°32'25"E 930.21 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF A 712.04 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT 258.55 FEET, THROUGH THE CENTRAL ANGLE OF 20°48'18", AND A RADIAL BEARING OF S66°21'13"E (CHORD BEARS: N34°02'56"E 257.13 FEET); THENCE N58°47'35"E 293.36 FEET; THENCE S02°32'36"E 406.06 FEET; THENCE S00°49'01"E 1327.79 FEET; THENCE S00°49'01"E 1327.04 FEET TO THE POINT OF BEGINNING.

AREA: 2,895,454 SQUARE FEET OR 66.470 ACRES



Drawing 1 of 1	PROVO CITY PROVO CANYON PROPERTY MAY 2026 PROVO CITY ZONE CHANGE	REMARKS	

Exhibit B
Concept Plan





VCBO

3.1 Concept Site Plan
Vesper Amphitheater
2026



VCBO

Project Sketch (Conceptual Elevations)
Vesper Amphitheater

These exhibits are subject to the application disclaimer and may change.

**PROVO MUNICIPAL COUNCIL
WORK SESSION
STAFF REPORT**



Submitter: KMARTINS
Presenter: Tanner Taguchi, Policy Analyst and Brian Jones, City Attorney
Department: Recorder
Meeting Date: 8/25/2026
Requested Duration (Minutes): 30 minutes
CityView or Issue File Number: 26-064

SUBJECT: 4 A discussion regarding the Vesper Amphitheater project purchase agreement (26-064)

ADMINISTRATIVE RECOMMENDATION: NA

ADMINISTRATIVE MEMO: NA

FISCAL IMPACT: NA

COUNCIL STAFF MEMO: NA

ADDENDUM NO. 2 TO REAL ESTATE PURCHASE CONTRACT

Provo City / Vesper Property Company Framework Addendum

This Addendum No. 2 (“Addendum”) is attached to and incorporated into the Real Estate Purchase Contract (“REPC”) between **City of Provo**, a Utah municipal corporation (“City” or “Seller”), and **Vesper Property Company, LLC and/or assigns** (“Vesper” or “Buyer”), regarding the property depicted on Exhibit A to the REPC (the “City Property”). To the extent this Addendum conflicts with the REPC or any prior addendum or counteroffer, this Addendum controls. This Addendum supersedes and replaces in its entirety the prior Addendum No. 1 submitted by Buyer.

1. Nature of This Agreement; Framework Transaction

The parties acknowledge that this transaction involves a proposed exchange of real property between the City and Vesper, the terms of which cannot be fully determined as of the date of this Addendum. Material terms, as outlined in the provisions below, remain to be finalized and mutually agreed upon. This Addendum and the REPC together establish a framework under which the parties will work in good faith toward a definitive exchange transaction, with milestones (“Gates”), explained below, that must each be satisfied by mutual written agreement before the parties become obligated to close. Either party may terminate the REPC, including all Addenda that are part of the final agreement, (the “Complete REPC”) if any Gate described below is not satisfied, without liability to the other party.

2. Council Approval as Condition Precedent to Formation

Notwithstanding the Mayor’s execution of the REPC and this Addendum, no contract exists between the parties, and neither party has any binding obligation hereunder, unless and until the Provo City Municipal Council (“Council”) approves the REPC, including all relevant Addenda, by formal action. The Mayor’s signature constitutes a recommendation to Council and a willingness to proceed subject to Council approval. It does not constitute a binding commitment by the City. The Council has until the date of its final approval of the rezone to agree in writing to the final terms of this transaction; otherwise the Complete REPC will be of no force or effect, no party will have any liability to the other, and any deposits or payments made will be returned. Nothing in this Addendum may be construed to limit, condition, or pre-commit the Council’s legislative discretion regarding any rezone, general plan amendment, development agreement, or other legislative approval related to the Vesper project, nor the Planning Commission’s discretion regarding any administrative approval.

3. Transaction Gates

Simultaneous with, or following, Council approval of the REPC and this Addendum under Section 2, the parties will proceed through any of the following Gates that have not already been completed. Although the Gates are numbered for convenience, they need not be satisfied strictly in sequence, and certain Gates may be pursued and satisfied concurrently to the extent practicable. Each Gate requires mutual written agreement of the parties. If the parties fail to reach mutual written agreement at any Gate, either party may terminate the Complete REPC by written notice to the other, with no liability and no damages of any kind, and any deposits or payments must be returned. With respect to determinations to be made by the City, satisfaction of the Gates will be determined as follows:

- a. the City Council will determine by means of formal Council resolution or ordinance:
 - i. the exact description of the city property to be conveyed, the Vesper property to be conveyed in exchange, the valuation of each, and the equalization of the consideration, all as described in Gates 1 and 3 through 5. This action will be done

via a resolution approving the terms of the surplusing of the City property to be conveyed; and

- ii. any legislative approval required by Gate 2, including approval of zone map amendments, general plan amendments, and any development agreement; and
- b. all other City determinations will be made by the Mayor as evidenced by her written approval of each such determination.

3.1 Gate One — Definition of the City Property to Be Conveyed. The parties must determine and agree in writing on the precise extent of the City Property to be conveyed to Buyer, including whether the conveyance comprises (a) the entire parcel depicted on Exhibit A, with Buyer developing a portion of the parcel and dedicating the remainder to trail and open-space use and a conservation easement, or (b) only the portion of the parcel to be developed, with the City retaining the balance of the parcel. The parties must also agree on the corresponding legal description, acreage, and configuration of the City Property to be conveyed and on the intended treatment of any retained, trail, open-space, or conservation-easement areas. This Gate is satisfied when both parties have agreed in writing to the definition and legal description of the City Property to be conveyed.

3.2 Gate Two — Project Approvals. Buyer will pursue, and the parties will cooperate as appropriate, regarding the approvals necessary for the Vesper project, including the legislative approvals of any rezone, general plan amendment, and development agreement. Nothing in this Addendum obligates the City, the Council, the Planning Commission, or any other City body to approve any legislative, administrative, or quasi-judicial application, and any such approvals remain wholly within the discretion of the applicable decision-making body. This Gate is satisfied when all such approvals necessary for the Vesper project have been granted to Buyer's reasonable satisfaction.

3.3 Gate Three — Vesper Exchange Property Identification. The parties will identify and legally describe any real property that Vesper will convey to the City as part of the exchange. This Gate is satisfied when both parties have agreed in writing to the legal description, acreage, configuration, and condition of the Vesper exchange property.

3.4 Gate Four — Valuation. The parties will agree in writing on the methodology for valuing the City Property and the Vesper exchange property, complete the valuations, and agree in writing on the resulting values. Valuation must be conducted consistent with applicable Provo City ordinances governing the disposal or exchange of City real property, including Provo City Code Chapter 3.04 to the extent applicable. This Gate is satisfied when both parties have agreed in writing to the values of both properties.

3.5 Gate Five — Equalizing Consideration. If the values of the properties to be exchanged are not equal, the parties will agree in writing on the equalizing consideration, which may include cash, credits, valuation adjustments, infrastructure-related credits, or other lawful consideration. This Gate is satisfied when both parties have agreed in writing to the form and amount of equalizing consideration.

3.6 Gate Six — Survey, Title, and Final Legal Descriptions. Each party will obtain a survey and title commitment for the property it is acquiring, and the parties will agree in writing on the final legal descriptions and title condition of both properties. This Gate is satisfied when both parties have agreed in writing that the survey, title, and final legal description matters are acceptable.

3.7 Gate Seven — UDOT Approvals and Access. Buyer will obtain such UDOT approvals, access rights, and written feedback regarding the City Property as Buyer deems material to its intended use. This Gate is satisfied when Buyer has confirmed in writing that UDOT-related matters are acceptable to Buyer. This Gate may be satisfied or waived at Buyer's sole discretion.

3.8 Gate Eight — Due Diligence. Buyer has a due diligence period of 150 days from the Council approval of the Complete REPC to investigate the City Property. Buyer's due diligence is subject to Section 5 (As-Is Conveyance) below. This Gate is satisfied when Buyer has confirmed in writing that due diligence is complete and acceptable or has waived the due diligence period, or any remaining period of it. If Buyer does not take the action necessary to satisfy this Gate within the due diligence period, or any mutually agreed extension of it, City may terminate the Complete REPC.

3.9 Gate Nine — Definitive Closing Documents. The parties will agree in writing on the form of all closing documents, including deeds, the repurchase option instruments described in Sections 6 and 7 below, and any other instruments necessary to consummate the exchange. This Gate is satisfied when both parties have agreed in writing to the form of all closing documents.

3.10 Closing. Closing must occur within 30 days after satisfaction of all Gates, or such longer period as the parties may agree in writing.

4. No Implied Obligation to Reach Agreement

The parties acknowledge that the Gates require mutual written agreement and that neither party is obligated to agree to any particular term, condition, value, or document at any Gate. Failure to reach mutual written agreement is not a default and does not give rise to any claim, damages, or remedy of any kind. Each party's right to terminate at any Gate is absolute, except where a Gate explicitly contemplates satisfaction or termination only by a specific party, and may be exercised for any reason or no reason.

5. As-Is Conveyance; Environmental; Release

5.1 As-Is, Both Parcels. The City Property and the Vesper exchange property will each be conveyed strictly "as-is, where-is, with all faults," with no representations or warranties of any kind, express or implied, regarding environmental condition, suitability for any particular use, or any other matter, except for the warranty of title contained in the deed. Environmental conditions on either property will not reduce the agreed value of that property, will not be the basis for any valuation adjustment or remediation credit, and will not be the basis for any termination right other than a party's general right to terminate at a Gate.

5.2 Buyer's Acceptance of City Property and Adjacent Conditions. Buyer acknowledges that the City Property is adjacent to the Provo Gun Club, that the Gun Club has historically operated on adjacent City-owned land, and that materials including but not limited to shotgun shells, lead, clay target fragments, and other debris associated with Gun Club operations may have migrated onto the City Property. Buyer accepts the City Property subject to all such historical and existing conditions, including any migration that has occurred prior to closing, and waives any and all claims against the City arising from or related to such conditions, whether known or unknown, including claims under CERCLA, Utah environmental statutes, common law nuisance, trespass, negligence, or any other theory. Buyer further acknowledges that the Gun Club may continue to operate on adjacent City-owned land through and beyond closing, and Buyer waives any nuisance, trespass, or similar claim arising from the Gun Club's lawful operation prior to its closure.

5.3 Reciprocal Release. The City likewise accepts the Vesper exchange property subject to all environmental and physical conditions existing as of closing and waives any claim against Buyer arising from such pre-closing conditions, whether known or unknown.

5.4 Post-Closing Indemnification. Buyer will indemnify, defend, and hold harmless the City from any third-party claim arising from environmental conditions on the City Property after closing, except to the extent caused by the City's post-closing acts or omissions on adjacent City-owned property. The City will indemnify, defend, and hold harmless Buyer from any third-party claim arising from

environmental conditions on the Vesper exchange property after closing, except to the extent caused by Buyer's post-closing acts or omissions.

5.5 Survival. This Section 5 survives closing and any termination of this Addendum.

6. Repurchase Option — Failure to Commence Construction

If Buyer does not commence construction of the Vesper project on the City Property within three years after closing on the City Property, the City has an option to repurchase the City Property as follows:

6.1 Notice and Cure. Before exercising the option, the City must give Buyer written notice. Buyer has 60 days after such notice to commence construction or demonstrate that construction has commenced.

6.2 Commencement of Construction Defined. "Commencement of construction" means Buyer has (a) obtained all permits required to begin material site work on the City Property, (b) commenced material site work, grading, infrastructure installation, utility work, access improvements, or vertical construction on the City Property, and (c) is thereafter pursuing construction continuously and in good faith. Preliminary engineering, design work, permit applications, planning approvals, and similar pre-construction activities do not constitute commencement of construction.

6.3 Exercise and Closing. If the option is triggered and not cured under Section 6.1, the City may exercise the option by written notice within 90 days after expiration of the cure period. Repurchase closing must occur within 30 days after exercise.

6.4 Repurchase Price. The repurchase price will equal the agreed value of the City Property as established at Gate Four, adjusted for any cash equalization, valuation adjustments, or other closing adjustments made in the original exchange, plus documented carrying costs. No amount will be paid for improvements, permits, design work, planning approvals, or other pre-construction costs.

6.5 Termination of Option. This option terminates automatically upon commencement of construction as defined in Section 6.2.

7. Repurchase Option — Failure to Complete Construction

If Buyer commences construction of the Vesper project but fails to complete the project within seven years after closing on the City Property, the City has an option to repurchase the City Property as follows:

7.1 Notice and Cure. Before exercising the option, the City must give Buyer written notice. Buyer has 120 days after such notice to achieve completion or to enter into a written remediation agreement acceptable to the City providing a reasonable schedule for completion.

7.2 Completion of Construction Defined. "Completion of construction" means substantial completion of the Vesper project on the City Property as defined in the Development Agreement.

7.3 Exercise and Closing. If the option is triggered and not cured under Section 7.1, the City may exercise the option by written notice within 90 days after expiration of the cure period. Repurchase closing must occur within 90 days after exercise.

7.4 Repurchase Price. The repurchase price will equal the agreed value of the City Property as established at Gate Four, adjusted for any cash equalization, valuation adjustments, or other closing adjustments made in the original exchange, plus the reasonable cost of usable improvements placed on the City Property by Buyer. "Usable improvements" means improvements that have residual functional or economic value to the City as the City determines in good faith, but does not include work done that does

not have functional value absent the unfinished portions of the project. For avoidance of doubt, completed surface parking, structured parking, infrastructure improvements, etc. do not have functional value if the amphitheater venue they were intended to serve is not completed. Carrying costs, financing costs, design and engineering costs, abandoned or unusable work, demolition costs, and lost-opportunity costs are excluded from the repurchase price.

7.5 Termination of Option. This option terminates automatically upon completion of construction as defined in Section 7.2.

8. Treatment of Repurchase Options With Respect to Financing

The treatment of the repurchase options in Sections 6 and 7 in relation to project financing, lender rights, and possible subordination remains subject to further review and mutual agreement before closing.

9. Recordation of Repurchase Options

The repurchase options in Sections 6 and 7 must be memorialized in a recordable instrument agreed upon at Gate Ten and recorded against the City Property at closing.

10. Assignment

10.1 Assignment to Affiliated Entity. Buyer may assign the REPC and this Addendum to a subsidiary, parent, affiliate, or other entity under common control or common ownership with Buyer or Vesper, upon written notice to the City and subject to the City's prior written consent, which may not be unreasonably withheld, conditioned, or delayed.

10.2 Other Assignment. Any other assignment requires the City's prior written consent, which the City may grant or withhold in its sole and absolute discretion.

10.3 No Release. No assignment relieves Buyer of any obligations accrued before assignment.

11. Remedies and Damages

11.1 Exclusive Remedies. The parties' exclusive remedies under this Addendum and the REPC are (a) termination at any Gate as provided herein, with no liability, and (b) the City's repurchase options under Sections 6 and 7. The default and remedy provisions of the REPC, including Sections 8.3(b)(iii), 16, and any liquidated damages or specific performance remedies, do not apply to this transaction and are superseded by this Addendum.

11.2 No Specific Performance Against City. Buyer may not seek and is not entitled to specific performance against the City under any circumstance. Buyer's sole remedy for any City non-performance is termination.

11.3 No Consequential Damages. Neither party may recover consequential, special, punitive, speculative, or lost-opportunity damages.

11.4 No Brokerage. No broker is involved, and no brokerage commission is owed by either party.

12. REPC Provisions Not Applicable

To the extent any provision of the REPC requires residential disclosures, personal-property disclosures, appliance disclosures, HOA disclosures, lead-based paint disclosures, financing contingencies, appraisal contingencies as ordinarily understood, or other items not applicable to this land exchange between a

municipality and a developer, such provisions do not apply. The earnest money provisions of the REPC do not apply; no earnest money is required or deposited.

13. Post-Closing Project Matters

Post-closing obligations related to the Vesper project, including water tank, transmission line, road, sewer, infrastructure, trail and conservation easements, use restrictions, public-access rights, and other project obligations, are governed by the Development Agreement, Concept Plan, vesting ordinance, or other applicable project approvals adopted by the City. Such obligations are not expanded, modified, or limited by implication under the REPC or this Addendum.

14. Miscellaneous

14.1 Closing Costs. Each party must pay its own closing costs, title policy costs for the property it is acquiring, and survey costs. Escrow fees will be split equally. Each party must pay any rollback taxes or similar charges applicable to the property it conveys.

14.2 Governing Law. This Addendum is governed by Utah law.

14.3 Authority. Each signatory represents authority to sign, subject to Section 2 (Council Approval).

14.4 Exhibits. Exhibit A (City Property Legal Description) is attached, subject to changes made pursuant to Gate One. Exhibit B (Vesper Exchange Property Legal Description) will be attached when finalized at Gate Three.

14.5 Entire Agreement. The REPC, as modified by this Addendum, constitutes the entire agreement of the parties regarding this transaction and supersedes all prior negotiations, proposals, and drafts, including any prior Addendum No. 1.

CITY:

CITY OF PROVO

ATTEST:

By: _____
City Recorder

By: _____
Mayor Marsha Judkins

DEVELOPER:

VESPER PROPERTY COMPANY, LLC, a
Utah limited liability company

By: _____
Name: _____
Title: _____

Exhibit A

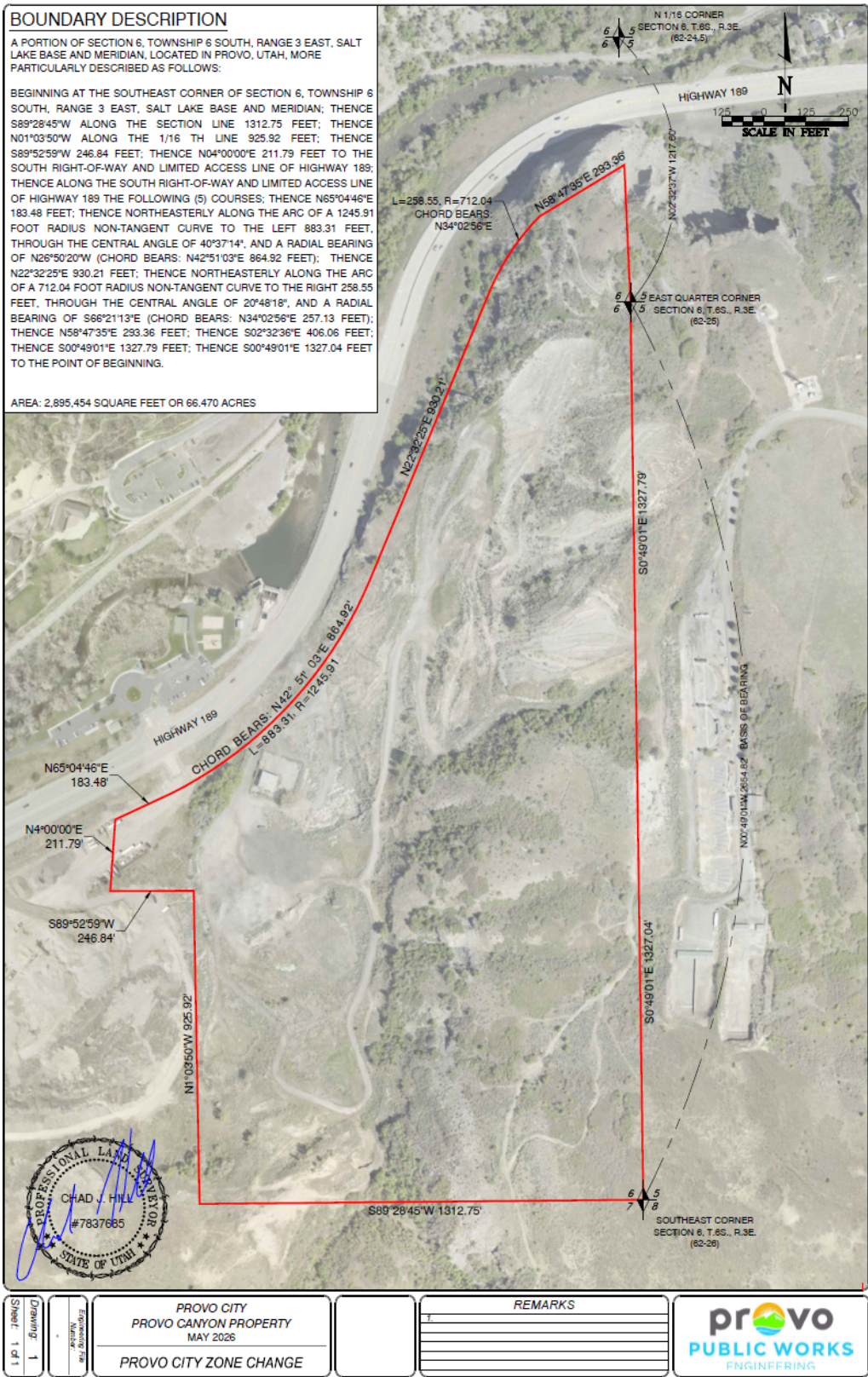


Exhibit B

Vesper Exchange Property Legal Description

Parcel ID: 15:019:0001

Legal Description:

SW 1/4 OF NW 1/4 SEC. 25, T5S, R3E, SLB&M.

**PROVO MUNICIPAL COUNCIL
WORK SESSION
STAFF REPORT**



Submitter: KMARTINS
Presenter: Bryan Bayles, Vesper Project Manager
Department: Recorder
Meeting Date: 8/25/2026
Requested Duration (Minutes): 30 minutes
CityView or Issue File Number: 26-064

SUBJECT: 5 A Q&A session regarding the Vesper Amphitheater (26-064)

ADMINISTRATIVE RECOMMENDATION: Discussion only

ADMINISTRATIVE MEMO: The council will have a discussion regarding the Vesper Amphitheater project.

FISCAL IMPACT: tbd

COUNCIL STAFF MEMO:

***ITEM 3** Bryan Bayles requests a Zone Map Amendment from the A1.5 (Agricultural), PF (Public Facilities), and OSPR (Open Space, Preservation, and Recreation) Zones to the SC3 (Regional Shopping Center) Zone for approximately 100.7 acres of land to allow for an entertainment and hospitality development, located at 6622 N Hwy 189. North Timpview Neighborhood. Aaron Ardmore (801) 852-6404
PLRZ20260221

APPLICANT:	Bryan Bayles
PROPERTY OWNER:	Provo Canyon Mining Co LLC; Provo City
PARCEL ID:	20:013:0001; 20:013:0016; 20:013:0018; 20:013:0019; 20:013:0020
ACREAGE:	100.7
CURRENT LEGAL USE:	Mining / Open Space
GENERAL PLAN DESIGNATION:	Agricultural; Parks, Recreation, or Open Space
CURRENT ZONE:	Agricultural (A1.5); Public Facilities (PF); Open Space, Preservation, and Recreation (OSPR)
APPLICATION TYPE:	Legislative Decision – Planning Commission will make a recommendation to the City Council.

NEIGHBORHOOD FEEDBACK

The North Timpview Neighborhood held a neighborhood meeting with the developer to provide information about the proposal on June 1st, 2026. A summary of public feedback shared in that meeting is attached to this staff report (*neighborhood meeting report*). Additionally, staff have received numerous emails prior to this report that provide opinions and feedback on the proposal. Copies of these public comments received prior to the report are also attached (*public comments - digital version only*).

PROJECT SUMMARY

The applicant, Mr. Bayles, proposes using the Regional Shopping Center (SC3) zone to allow for the development of a large amphitheater and hospitality project near the mouth of Provo Canyon as shown in the concept site plan attached to this report and detailed in that staff report for that item (*Item 4, June 24, 2026, Planning Commission agenda*). Early discussions with staff raised concerns about many of the permitted uses allowed by-right within the SC3 zone to be established at this site, so the developer has agreed to limit the uses on the property to just those listed in the development agreement (a copy of the development agreement is attached below). If approved as proffered in the agreement, the site would be limited to the following uses:

- outdoor, open-air, partially enclosed, and enclosed venue operations for entertainment;
- amusement, public assemblies, filming and production, concert, conventions, artistic performances, theater, and other similar uses and activities;

- plaza-based activities, guest-serving commercial and hospitality activities, and customary venue-support functions;
- a hotel of up to 75 rooms, restaurants, bars, cafes, food and beverage services, dining uses, and ancillary commercial and retail uses compatible with the primary amphitheater use;
- structured and underground parking, surface parking facilities, storage facilities, event-logistics areas, plazas, landscaped open space, and related uses and improvements; and
- temporary staging, event related tents (may not be used for overnight stays), festival-support and event-serving accessory uses, signage, and guest amenity uses customarily provided with venue, amphitheater, hotel, and food/beverage uses.

Other approvals and limitations proffered in the development agreement include details on height standards, vested caps on proposed uses and parking, conservation easements for open space areas, and additional developer obligations related to architectural theme/design, dark sky lighting standards, utility infrastructure, noise, and access. All these obligations are listed in sections 5-9 of the attached development agreement. It should also be noted that the development agreement includes hard deadlines for approvals and construction, which if are not met, would result in the reversion to prior zoning and remove any entitlements established by the Vesper development.

STAFF ANALYSIS

Before recommending an amendment, the Commission must find that the amendment serves the public interest and aligns with the General Plan, based on consideration of the following:

(a) Public purpose for the amendment in question;

Applicant Response: “The current PF / A-15 / OSP zoning does not adequately reflect the type, scale, or integrated character of the proposed project. The requested amendment is needed because the site is being evaluated for a one-of-a-kind regional entertainment and hospitality use that requires a coordinated framework for assembly, access, parking, infrastructure, and site organization. A more appropriate zoning designation is needed to capture that integrated use pattern, to bring the zoning in line with the vision set forth in the General Plan’s Hillside and Canyons Plan, and to provide a workable regulatory framework for the project.”

Staff Response: The applicant is correct in that the desired purpose for the property would require a zone map amendment.

FINDING: Meets standard.

(b) Confirmation that the public purpose is best served by the amendment in question;

Applicant Response: “SC3 is the best fit within Provo’s existing framework because it is specifically intended for commercial and service uses that serve an entire region, are

located near freeways and major arterials, and function as an integrated architectural unit. That framework aligns well with the Vesper project as a coordinated, region-serving hospitality destination at the gateway to Provo Canyon.

SC3 is also more appropriate because the zone already contemplates hospitality and destination-serving commercial uses. The project's amphitheater, hotel, restaurants, commercial uses, parking, and support facilities are intended to function together as one coordinated destination rather than as scattered unrelated uses. The project is not being advanced as piecemeal strip commercial development. It is being advanced as a single integrated district with one overall concept, one circulation structure, and one coordinated identity.

The physical and organizational character of the project is also consistent with the structure of SC3. The zone is intended for large-scale integrated development rather than a small freestanding parcel. That makes it a more appropriate existing zoning tool than narrower commercial districts that do not as naturally accommodate a project of this size, complexity, and regional draw.

SC3 is further justified because it gives the City a familiar and workable regulatory structure while preserving the ability to tailor the final approval package. The intent for the project is to use a commercially and publicly legible base zone while still allowing the City to shape the final list of uses, design commitments, and project-specific obligations through the Development Agreement process."

Staff Response: After reviewing available zones in Provo, the SC3 zone was confirmed as the best fit for the overall concept, subject to certain limitations captured in the proposed development agreement.

FINDING: Meets standard.

(c) Compatibility of the proposed amendment with General Plan policies, goals, and objectives;

Applicant Response: "Provo Hillside and Canyons Plan, adopted December 12, 2023, identifies this land for an "outdoor concert venue" [and] the amendment is being requested in a coordinated entitlement package with a General Plan Map Amendment and a Concept Plan."

Staff Response: Relevant goals and policies from the Hillside and Canyons Plan specifically mentioned above include (other relevant General Plan goals can be found in the associated General Plan Map amendment staff report - *item #2, June 24, 2026, Planning Commission agenda*):

- Strategy 1a.1.5: monitor and manage visitor use to ensure that recreational activities are sustainable and do not harm the environment. This may include limiting the number of visitors or restricting access during sensitive times.
- Strategy 2a.2.3: Increase the number of pavilions with tables. Consider the addition of larger facilities for events, such as large pavilion structures, amphitheaters, or

- educational centers.
- Strategy 2a.2.6: Consider the development of an event facility or amphitheater that would allow for concerts and other events at Provo Canyon.
- Implementation, page 69: Consider the creation of a task force to address gravel pit reclamation. This could include ecological restoration, the creation of an outdoor concert venue, or other recreation amenities.

FINDING: Primarily Compatible.

(d) Consistency of the proposed amendment with the General Plan's "timing and sequencing" provisions on changes of use, insofar as they are articulated;

Applicant Response: "The Concept Plan is intended to identify the project's principal development envelopes while preserving appropriate flexibility for exact layout refinements as engineering, access authorization, utility planning, and feasibility work continue."

Staff Response: While there are insufficient services to this property, the development agreement under review commits the developer to provide, at their cost, the required infrastructure for the proposed development.

FINDING: Does not currently meet standard.

(e) Potential of the proposed amendment to hinder or obstruct attainment of the General Plan's articulated policies;

Applicant Response: No response.

Staff Response: Staff are taking steps to protect against this, specifically with regard to limits of the development, timing of improvements, and reversion clauses in the development agreement of three years to commence construction and seven years for project completion. The development agreement should protect against unanticipated development that could hinder or obstruct the attainment of General Plan policies and goals.

FINDING: Meets standard.

(f) Adverse impacts on adjacent landowners; and

Applicant Response: No response.

Staff Response: There will be impacts to surrounding landowners with new noise, light,

and traffic. The city will protect against these impacts as much as possible if the proposals are approved by enforcing noise and light regulations in code and requiring a traffic study to highlight required improvements. There are additional safeguards from these impacts provided in the attached development agreement.

FINDING: Meets standard.

(g) Verification of correctness in the original zoning or General Plan for the area in question.

Applicant Response: No response.

Staff Response: Staff have verified the zone and general plan maps are correct.

FINDING: Meets standard.

(h) In cases where a conflict arises between the General Plan Map and General Plan Policies, precedence shall be given to the Plan Policies.

Applicant Response: No response.

Staff Response: Policies have been given precedence, and the map is proposed to be amended.

FINDING: Meets standard.

POSSIBLE MOTIONS AND FINDINGS

The Planning Commission may make any of the following findings (state findings):

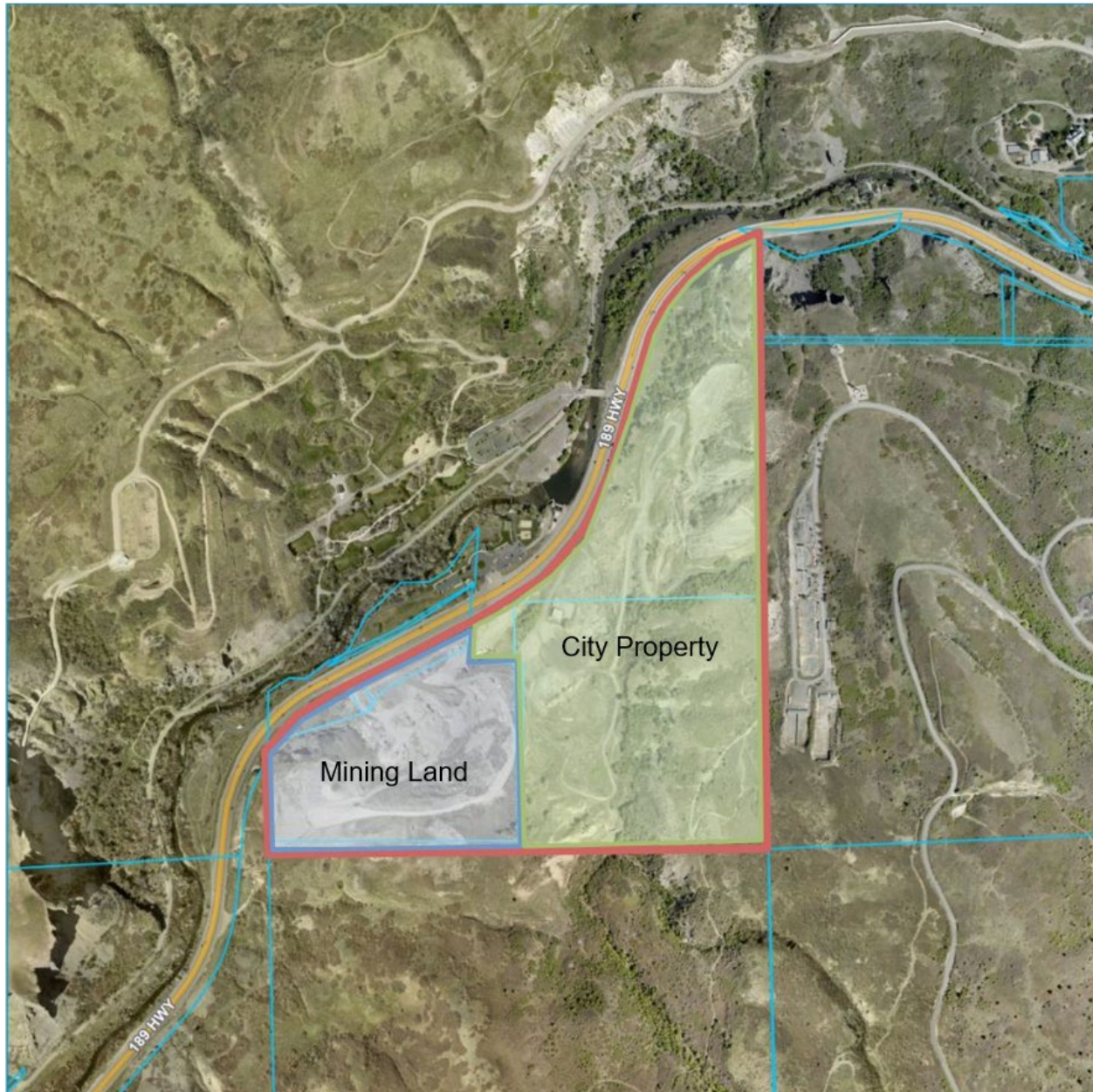
1. **Recommend Approval:** The proposal is consistent with the General Plan policies.
(Planning Commission recommends approval to the City Council of a Zone Map Amendment from the A1, PF, and OSPR Zones to the SC3 Zone for 100.7 acres of land located at 6622 N Hwy 189, subject to approval of a development agreement)
2. **Recommend Denial:** The proposal is not consistent with the General Plan policies.
(Planning Commission recommends denial to the City Council of a Zone Map Amendment from the A1, PF, and OSPR Zones to the SC3 Zone for 100.7 acres of land located at 6622 N Hwy 189)
3. **Continue:** New information presented at the public hearing or additional study needs to be done. *(The Planning Commission continues this item (state reasons)).*

ATTACHMENTS

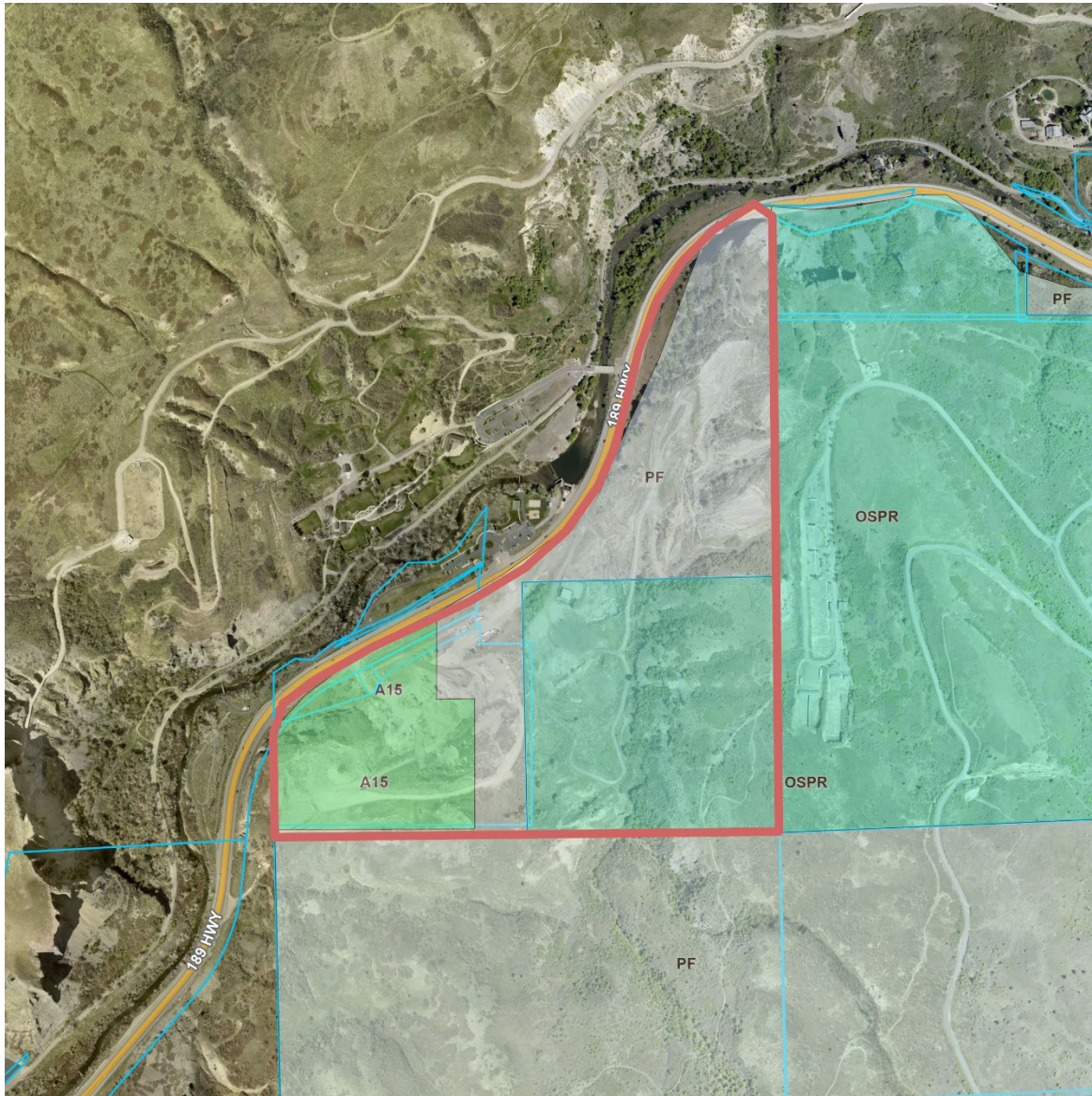
1. Area Map
2. Current Zoning Map

3. Neighborhood Meeting Report
4. Development Agreement
5. Public Comments (*digital version only*)

ATTACHMENT 1 – AREA MAP



ATTACHMENT 2 – CURRENT ZONING MAP



ATTACHMENT 3 – NEIGHBORHOOD MEETING REPORT

Resident Concerns re: proposed Vesper Amphitheater North Timpview Neighborhood Meeting - June 1, 2026

Overall Project Concerns

- Many residents opposed the project or expressed serious reservations about its size, location, and long-term impacts.
- Several speakers said the proposal appears too large and too fast-moving for such a sensitive canyon location.
- Residents repeatedly asked the City to slow down, complete studies first, and allow more public review before any zoning change.
- Some questioned whether a 20,000-seat venue is appropriate at the mouth of Provo Canyon.
- Several comments challenged the framing that the only choices are leaving the gravel pit as-is or approving the Vesper proposal.

Traffic, Parking, and Public Safety

- Traffic was the most repeated concern.
- Residents questioned how 20,000 attendees could safely enter and exit through a constrained canyon corridor.
- Several people compared the situation to BYU game traffic, USANA Amphitheater traffic, and existing congestion during peak canyon use.
- Concerns included:
 - One main road in and out of the canyon
 - Congestion on Highway 189 and Canyon Road
 - Neighborhood cut-through traffic
 - Safety for pedestrians, bikers, runners, pets, and children
 - Existing crashes and accident risks
 - Emergency evacuation during wildfire or other disasters

- Many asked for detailed traffic studies, UDOT projections, ingress/egress plans, and mitigation strategies before approval.
- Parking concerns included whether on-site parking is realistic, whether shuttles would be used, how many vehicles would be accommodated, and whether parking for workers and guests would be sufficient.

Project Scale and Venue Size

- Many residents said the proposed venue is too large for the canyon.
- Several suggested a smaller venue, such as 5,000 seats or something closer in scale to Sundance, Tuacahn, Deer Valley, or Red Rocks.
- Some questioned why a 100-acre footprint is needed for a venue comparable in seating to the Marriott Center.
- Residents raised concerns about the amount of land, paving, parking, and infrastructure required for a 20,000-person venue.
- Some comments questioned whether the business model requires increasingly larger or more frequent events over time.

Zoning, Development Agreement, and Process

- Many residents asked that a formal development agreement be completed before any zone change is considered. Suggested development agreement components included:
 - Clear allowed uses
 - Deed restrictions
 - Required studies
 - Timelines and benchmarks
 - Limits on event size and frequency
 - Enforcement mechanisms
 - Reversion to current zoning if the project becomes infeasible
- Several residents worried that once rezoning occurs, it may be difficult for the City to enforce commitments.
- Some comments said the process feels backwards and that impact studies should come before rezoning.

Environmental and Natural Resource Impacts

- Residents emphasized that Provo Canyon is a major natural and recreational asset for Utah Valley.
- Concerns included:
 - Loss of open space
 - Deforestation and heat from pavement
 - Impacts to wildlife habitat
 - Light pollution and dark-sky impacts
 - Noise impacts
 - Water use
 - Groundwater, aquifers, springs, and flood risk
 - Construction impacts on nearby natural spaces
- Several residents said the canyon should be preserved as open space, not converted to commercial use.
- Some objected to describing the proposal as “restoration,” arguing that commercial development is not the same as restoring the gravel pit.

Alternatives to the Proposal

- Many residents asked the City to consider other options besides the Vesper project:
 - Reclaiming the gravel pit as a natural recreation area
 - Restoring wildlife habitat or watershed function
 - Creating a public park
 - Adding mountain bike trails
 - Issuing a call for proposals for lower-impact reuse ideas
 - Purchasing and restoring the gravel pit acreage
- Several residents argued that gravel pit reclamation does not require a large commercial development.

Open Space, Public Land, and Precedent

- Residents expressed support for the current open space preservation and recreation zoning.
- Several warned that approving commercial development at the canyon's mouth could set a precedent for additional canyon development.
- Some raised concerns about public open space being used to support a private developer's financial model.
- Residents asked how public land, nearby natural areas, and conservation commitments would be protected long-term.
- Some urged that city-owned land retain its current open space zoning rather than being rezoned commercial with a later conservation easement.

Noise, Lighting, and Neighborhood Impacts

- Residents raised concerns about amplified sound, decibel levels, and compliance with Orem's noise ordinance.
- Questions included what sound levels would be allowed at adjacent properties and what hours music would be permitted.
- Light pollution was raised as a concern for nearby residents, wildlife, and the night sky.
- Residents with experience living near stadiums or large venues described concerns about trespassing, property damage, crowd behavior, and neighborhood disruption.

Recreation and Trail Impacts

- Several speakers described the area as important for hiking, biking, equestrian use, and access to the Bonneville Shoreline Trail and Indian Road Trailhead.
- Concerns included increased foot traffic into adjacent hillside areas and insufficient controls to protect nearby trails and open space.
- Some residents said Provo Canyon is already heavily used and serves as a vital respite for surrounding communities.

Water, Infrastructure, and Costs

- Residents asked how the project would affect water resources, aquifers, springs, groundwater, and flooding.
- Some questioned whether paving permeable land could increase runoff and flood risk.

- Infrastructure questions included:
 - Who would pay for sewer lines or other needed infrastructure?
 - Whether capital funding is in place
 - Whether the project can be financially viable if it operates mainly seasonally
- Some residents questioned whether the scale of the project is being driven by the cost of land acquisition.

Supportive or Mixed Feedback

- A few residents offered more supportive or open-minded comments.
- Some said they want the gravel pit eliminated and asked opponents to identify a realistic alternative buyer or funding source.
- One resident said an amphitheater may be preferable to residential development because it would not be continuously occupied.
- Another urged residents to respect the private property rights process and allow the applicant to complete due diligence.
- Some supportive or mixed comments still suggested the venue should be smaller or subject to strict conditions.

Key Questions Raised by Residents

- Why does the venue need to be 20,000 seats?
- Why not consider a smaller venue?
- What is the realistic parking plan?
- How will traffic, ingress, and egress be handled?
- What are UDOT's long-term traffic and crash projections?
- How would wildfire evacuation work with a large event underway?
- What studies will be required before approval?
- Why not complete the development agreement before rezoning?
- Can zoning revert if the project becomes infeasible?
- How will noise, light, water, wildlife, and trail impacts be mitigated?
- What other reuse or restoration options has the City considered?

- Who controls future event size and frequency?
- Who pays for needed infrastructure?
- How will adjacent neighborhoods be protected?

ATTACHMENT 4 – DEVELOPMENT AGREEMENT

DEVELOPMENT AGREEMENT FOR VESPER

(Provo Canyon Amphitheater Venue)

THIS DEVELOPMENT AGREEMENT FOR VESPER (this “**Agreement**”) is made and entered into as of the _____ day of _____, 2026 (the “**Effective Date**”), by and between the CITY OF PROVO, a Utah municipal corporation, hereinafter referred to as “**City**,” and VESPER PROPERTY COMPANY, LLC, a Utah limited liability company, hereinafter referred to as “**Developer**.” The City and Developer are hereinafter collectively referred to as “**Parties**.”

RECITALS

A. Developer holds the contractual rights to purchase certain land located within the City of Provo more particularly described on Exhibit A, attached hereto and incorporated herein by reference (the “**Property**”) and to develop a portion of that land as discussed below.

B. On _____, 2026, the City Council approved Ordinance _____ (the “**Vesting Ordinance**”), based on the Concept Plan set forth on Exhibit B (the “**Concept Plan**”), attached hereto and incorporated herein by reference. The Concept Plan will govern the density, development, and use of the Property (said density, development, and use constituting the “**Project**”).

C. Developer is willing to design and construct 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 in order to receive the benefit of vesting for certain uses and zoning designations under the terms of this Agreement as more fully set forth below.

D. The City Council accepted Developer’s proffer to enter into this Agreement to memorialize the intent of Developer and City and decreed that the effective date of the Vesting Ordinance be the date of the execution and delivery of this Agreement and the recording thereof as a public record on title of the Property in the office of the Utah County Recorder.

E. The City Council further authorized the Mayor of the City to execute and deliver this Agreement on behalf of the City.

F. The City has the authority to enter into this Agreement pursuant to Utah Code Section 10-20-508 (2026) and relevant municipal ordinances, and desires to enter into this Agreement with the Developer for the purpose of guiding the development of the Property in accordance with the terms and conditions of this Agreement and in accordance with applicable City Ordinances.

G. This Agreement is consistent with, and all preliminary and Concept Plans within the Property are subject to and must conform with, the City's General Plan, Zoning Ordinances, and Subdivision Ordinances, and any permits issued by the City pursuant to City Ordinances and regulations.

H. The Parties desire to enter into this Agreement to specify the rights and responsibilities of the Developer to develop the Property as expressed in this Agreement and the rights and responsibilities of the City to allow and regulate such development pursuant to the requirements of this Agreement.

I. The Parties understand and intend that this Agreement is a "development agreement" within the meaning of, and entered into pursuant to, the terms of Utah Code Ann., §10-20-508.

J. The Parties intend to be bound by the terms of this Agreement as set forth herein.

AGREEMENT

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

1. Incorporation of Recitals. The foregoing Recitals are hereby incorporated into this Agreement, as a substantive part hereof.

2. Zoning. Approval of any portion of this Agreement that grants exceptions to current City code must follow the same procedures for enacting a land use regulation under Utah Code Ann. § 10-20-502. The terms of this Agreement are enforceable and the rights of Developer to develop the Property in accordance with this Agreement vests only if the Provo City Council, in the independent exercise of its legislative authority, approves a zoning change of the Property, or any portion thereof, to the SC3, Regional Shopping Center Zone, and approves this Agreement. The requested zoning change and this Agreement will be processed and reviewed concurrently by the City. If the City grants such legislative approvals, then the City and Developer will execute this Agreement, and development of the Property will be governed by this Agreement, the approved Concept Plan, and applicable provisions of the City Code.

3. Governing Standards. The Concept Plan, the Vesting Ordinance and this Agreement establish the development rights for the Project, including the permitted use, maximum densities, intensity and general configuration for the Project. The Project must be developed by the Developer in accordance with the Concept Plan, the Vesting Ordinance and this Agreement. All Developer submittals must comply generally with the Concept Plan, the Vesting Ordinance and this Agreement. Non-material variations to the Concept Plan may be approved by the City's Development Services Director without City Council or Planning Commission approval. For purposes of this provision, "non-material" variations include alterations to building footprint locations and pedestrian walkways, adjustments to accommodate engineering specifications, locations of open space and parking, updated architectural designs and features of similar quality, and other such modifications so long as such variations do not materially change the permitted uses or the overall design and development standards of the Project.

4. Permitted Uses.

- a. The Parties agree that pursuant to this Agreement the proposed indoor/outdoor amphitheater venue and related uses on a year-round basis, as shown in the Concept Plan and Vesting Ordinance, are approved uses for this Property.
- b. Notwithstanding additional uses permitted in the SC3 Zone, the land uses for the Property in the SC3 Zone are limited to:
 - i. outdoor, open-air, partially enclosed, and enclosed venue operations for entertainment;
 - ii. amusement, public assemblies, filming and production, concert, conventions, artistic performances, theater, and other similar uses and activities;
 - iii. plaza-based activities, guest-serving commercial and hospitality activities, and customary venue-support functions;
 - iv. a hotel of up to 75 rooms, restaurants, bars, cafes, food and beverage services, dining uses, and ancillary commercial and retail uses compatible with the primary amphitheater use;
 - v. structured and underground parking, surface parking facilities, storage facilities, event-logistics areas, plazas, landscaped open space, and related uses and improvements; and
 - vi. temporary staging, event related tents (may not be used for overnight stays), festival-support and event-serving accessory uses, signage, and guest amenity uses customarily provided with venue, amphitheater, hotel, and food/beverage uses.

5. Height Standards. Structures in the Project must comply with applicable SC3 height standards, except as provided in this section. However, the Parties agree that specialized, non-occupied stage-support and roof-related elements, including theatrical rigging, fly-loft, set-operation, and roof/sightline elements may exceed the SC3 height restrictions, but may not exceed a height of 125 feet.

6. Vested Caps. The amphitheater capacity may include up to 20,000 seats. Commercial uses including retail and operations may include up to 150,000 square feet in the aggregate. The Project must include an adequate number of parking stalls to serve the Project and to meet City Code requirements, but in no event more than 8,000 parking stalls in the aggregate at the Property.

7. Conservation Easement on Undeveloped Property. If the City Council, in its legislative discretion, approves this Agreement and rezones the Property, then the entirety of the Property will be rezoned to the SC3 zone. In connection with the final Project approvals, those portions of the Property that will not be developed for the uses described in Section 4 above (the

“Undeveloped Property”) will be clearly delineated. The City shall then have the unilateral right to rezone the Undeveloped Property to the OSPR zone, and Developer hereby consents to the same. Furthermore, as part of the Project, the Developer must do the following:

- a. Improve the Undeveloped Property in accordance with the approved construction plans for the Project, including revegetation and trail improvement and creation; and
- b. Upon completion of the improvements described in Section 7(a), place the Undeveloped Property in a conservation easement that is held by a third party that specializes in the preservation of open space and that prohibits commercial, industrial, or residential development of the Undeveloped Property. The conservation easement shall allow the owner/operator of the Project to implement appropriate measures and safety protocols to protect the venue and other improvements that are developed within the acreage rezoned to the SC3 zone. The conservation easement shall also allow for the use and maintenance of public trails, as approved by the City.

8. Additional Specific Developer Obligations. As an integral part of the consideration for this Agreement, the Developer voluntarily agrees as follows:

- a. The Project must be designed and constructed in a manner generally consistent with a high-quality canyon-integrated destination environment. Natural materials and natural design elements must be substantially incorporated into the finished Project, including meaningful use of materials such as wood, stone, glass, and other materials of similar quality and character. Buildings, plazas, open spaces, and support areas must be designed to respond to the site’s topography, views, and mountain setting. Design expression, architectural treatment, and material allocation may evolve through later design development. No provision of this Section may be interpreted to require any fixed architectural style or to prevent reasonable changes in final design so long as the Project remains generally consistent with the character standards set forth herein.
- b. Project lighting must be designed to be Dark Sky compliant to the extent reasonably possible. Signage and wayfinding must be limited in scale and character and must be designed as a coordinated, canyon-sensitive system generally consistent with the Project and its natural setting. Such signage and wayfinding may include reasonable project identification, directional, parking, pedestrian, trail, safety, and event-operation signage customarily needed to support the approved Project, provided that the final signage program remains visually compatible with the canyon environment and does not materially detract from the surrounding natural setting.
- c. Maintenance, loading, storage, and back-of-house areas must be screened or otherwise designed so as to reasonably minimize visual impacts from public areas and surrounding viewpoints.

- d. Structured parking and related support improvements must be integrated into the site topography and visually softened through design, grading, landscaping, screening, or a combination thereof, to the extent commercially reasonable and feasible.
- e. Developer must comply with all applicable standards and requirements for utility services and coordination, infrastructure layout, and access (ingress and egress) for vehicles and pedestrians. Pedestrian trails must be designed and installed in a manner designed to protect pedestrian safety and minimize interface with vehicular traffic.
- f. Developer must comply with applicable standards and requirements for sewer connection, culinary and fire-flow service, stormwater planning, and power-service planning. Any City infrastructure, or County infrastructure connected to City infrastructure, damaged or disrupted by construction by Developer of infrastructure required for the Project, must be repaired or replaced to the satisfaction of the City at Developer's cost. For example, any roadways or trails excavated in order to install utilities must be repaired or replaced as indicated in this paragraph.
- g. Developer must use commercially reasonable efforts to incorporate current and evolving sound-attenuation and noise-mitigation technologies into the design and operation of the Project in order to reduce off-site sound and noise impacts to the extent reasonably practicable.
- h. Unless specifically designated otherwise in the final Project approvals, all roads in the Project are private roads and the owner or operator of the Property is responsible for all maintenance and snow plowing for such roads. If, subject to this paragraph, it is decided that any road in the Project will be public, the owner or operator of the Project is still responsible for snow plowing of that road.

9. City Obligations. As an integral part of the consideration of this Agreement and the success of the Project, the City agrees as follows:

- a. To the extent that the final Project approvals require Developer to construct or install improvements or facilities that benefit or provide services to other properties (such as a water tank and water service lines that provide water to other property(ies), potential roadway connections to other development(s), or sewer facilities that service other property(ies), Developer will front the payment of the costs of such improvement but shall have the right to be reimbursed for the share of such costs that are proportionately allocated to the other property(ies) that benefit from the improvements for a period of ten years after the costs are incurred. The City will cooperate in good faith with Developer to facilitate appropriate reimbursements to Developer through cost-sharing agreements, impact fee credits, or other reimbursement mechanisms consistent with Utah law. After the ten-year period mentioned above, Developer will not be entitled to any more reimbursement or credits.

- b. The City shall not require Developer to upsize any future public infrastructure items (i.e., to construct infrastructure improvements to a size larger than required to service the Project) unless financial arrangements reasonably acceptable to Developer are made to compensate Developer for the incremental or additive costs of such upsizing.
- c. The City will cooperate with Developer in preparing, reviewing and implementing event-specific traffic management plans for the Project and its events. The City will make good faith efforts to support traffic management with services from the City's police department; provided, however, that Developer must reimburse the City for the actual costs incurred by the City (without markup) in providing such services, and any standby fire and emergency medical services, to support the Project's events, consistent with the City's standard practice for comparable events and venues. The event-specific traffic management plan will require coordination with, and approval by, UDOT.
- d. To the extent reasonably practicable, as so long as no undue financial or administrative burdens are imposed on the City, the City will consider and, where appropriate, support and administer public financing mechanisms to assist in financing the infrastructure and improvements required for the Project, including, without limitation, the following:
 - i. community reinvestment areas, tax increment financing, and other project area revenues, including property tax increment, sales and use tax revenue sharing, and other revenues lawfully available through such project areas;
 - ii. public infrastructure districts and similar district-based financing mechanisms;
 - iii. infrastructure financing districts, dedicated infrastructure districts, assessment areas, assessment bonds, and similar district or assessment-based financing structures;
 - iv. reimbursement agreements, reimbursement districts, cost-sharing arrangements, and other lawful repayment or recapture mechanisms for Project-serving improvements;
 - v. public-private partnership structures, lease-revenue structures, revenue bonds, or other public financing tools; and
 - vi. county tourism funds.

For clarification, each of the above-referenced financing mechanisms will be evaluated by the City on a case-by-case basis, when requested by Developer, according to the improvement and funding needs of the Project; provided, however, that the City has no obligation to implement or approve any of them unless and until the City Council, in the independent exercise of its legislative and

policy-making authority, elects to approve one or more of these financing and funding mechanisms for the Project.

Following approval of the Project, the City and Developer will work in good faith to process later-stage implementation items, including civil plans, grading permits, building permits, utility approvals, inspections, and related administrative approvals, in a coordinated and timely manner. The City may not unreasonably withhold, condition, or delay such approvals where the applicable submittal is consistent with this Agreement and applicable law. The parties further acknowledge that later-stage documentation may be required to implement the Project and will cooperate in good faith in the preparation, review, and approval of such documentation.

10. Grading and Site Adaptation. Substantial portions of the Property consist of previously mined and disturbed gravel-pit terrain rather than intact undisturbed hillside. Construction and final site configuration for the Project may therefore require continued refinement of grading, retaining, drainage, revegetation, pad creation, parking layout, utility placement, and related site-adaptation measures. Such refinements and grading activities are permitted within the vested framework established by this Agreement in order to prepare the site for the intended development of the Project. Developer must comply with the City's hillside development ordinances and may not disturb any slope greater than 30% that has not been previously disturbed without first obtaining approval through the applicable City variance process as part of project plan approval before the Planning Commission.

11. Vested Rights and Reserved Legislative Powers.

a. Vested Rights. As of the Effective Date, subject to the terms and provisions of this Agreement, Developer has the vested right to develop and construct the Project in accordance with the uses, maximum caps, intensities, and general configuration of development established in the Concept Plan, as supplemented by the Vesting Ordinance and this Agreement (and all Exhibits), subject to compliance with the City Ordinances in existence on the Effective Date. The Parties intend that the rights granted to Developer under this Agreement are contractual and also those rights that exist under statute, common law and at equity. The Parties specifically intend that this Agreement grants to Developer "vested rights" as that term is construed in Utah's common law and pursuant to Utah Code Ann., §10-20-101 et seq. Moreover, in the event of any conflict between the terms of this Agreement and the general provisions of the City Code, the terms of this Agreement control as provided in Utah Code Ann. § 10-20-508(2)(a)(iii).

i. Examples of Exceptions to Vested Rights. The Parties understand and agree that the Project will be required to comply with future changes to City Laws that do not limit or interfere with the vested rights granted pursuant to the terms of this Agreement. The following are examples for illustrative purposes of a non-exhaustive list of the type of future laws that may be enacted by the City that would be applicable to the Project:

1. Developer Agreement. Future laws that Developer agrees in writing to the application thereof to the Project;
 2. Compliance with State and Federal Laws. Future laws that are generally applicable to all properties in the City and that are required to comply with State and Federal laws and regulations affecting the Project;
 3. Safety Code Updates. Future laws that are updates or amendments to existing building, plumbing, mechanical, electrical, dangerous buildings, drainage, or similar construction or safety related codes, such as the International Building Code, the APWA Specifications, AAHSTO Standards, the Manual of Uniform Traffic Control Devices or similar standards that are generated by a nationally or statewide recognized construction/safety organization, or by the State or Federal governments and are required to meet legitimate concerns related to public health, safety or welfare; or,
 4. Taxes. Taxes, or modifications thereto, so long as such taxes are lawfully imposed and charged uniformly by the City to all properties, applications, persons and entities similarly situated.
 5. Fees. Changes to the amounts of fees for the processing of Development Applications that are generally applicable to all development within the City (or a portion of the City as specified in the lawfully adopted fee schedule) and that are adopted pursuant to State law.
 6. Impact Fees. Impact Fees or modifications thereto that are lawfully adopted, imposed and collected.
- b. Reserved Legislative Powers. The Developer acknowledges that the City is restricted in its authority to limit its police power by contract and that the limitations, reservations and exceptions set forth herein are intended to reserve to the City all of its police power that cannot be so limited. Notwithstanding the retained power of the City to enact such legislation of the police powers, such legislation may not modify the Developer's vested right as set forth herein unless facts and circumstances are present that meet the exceptions to the vested rights doctrine as set forth in Section 10-20-101 et seq. of the Municipal Land Use, Development, and Management Act, as adopted on the Effective Date, *Western Land Equities, Inc. v. City of Logan*, 617 P.2d 388 (Utah 1980), its progeny, or any other exception to the doctrine of vested rights recognized under state or federal law.
12. Default. An "Event of Default" occurs under this Agreement if any party fails to perform a material obligation expressly required hereunder when due and the defaulting party

has not performed or cured the delinquent obligations within sixty (60) days following delivery to the delinquent party of written notice of such delinquency describing the alleged default in reasonable detail. Notwithstanding the foregoing, if the default cannot reasonably be cured within that 60-day period, a party is not in default so long as that party commences to cure the default within that 60-day period and diligently continues such cure in good faith until complete.

a. Remedies. Upon the occurrence of an uncured Event of Default, the non-defaulting party has the right to exercise the following rights and remedies against the defaulting party:

1. All rights and remedies available at law and in equity, including injunctive relief, specific performance, and termination, but not including damages or attorney's fees; provided, however, that termination is available only for a material uncured Event of Default that substantially frustrates the essential purpose of this agreement as to the affected portion of the Property or Project.

2. The right to withhold further approvals, licenses, permits or other rights associated with the Project or development activity pertaining to the defaulting party as described in this Agreement until such default has been cured; provided, however, that any such withholding must be reasonably and directly related to the specific obligation that remains in uncured default and may not be used to withhold, delay, or impair unrelated approvals, licenses, permits, inspections, or rights associated with other portions of the Project.

3. The right to draw upon any security posted or provided in connection with the Property or Project by the defaulting party; provided, however, that any such draw is limited to security specifically posted to secure the obligation that remains in uncured default and is limited to the amount reasonably necessary to cure such default.

The rights and remedies set forth herein are cumulative, subject to the limitations expressly set forth in this Section.

13. Notices. Any notices, requests and demands required or desired to be given hereunder must be in writing and must be served personally upon the party for whom intended, or if mailed, by certified mail, return receipt requested, postage prepaid, to such party at its address shown below:

To the Developer: Vesper Property Company
Attn: Spencer Shumway
135 N. 1400 E.
Pleasant Grove, Utah 84062
Phone: (801) 372-5722

To the City: City of Provo
Attention: City Attorney
351 W Center
Provo, UT 84601

Phone: (801) 852-6140

14. General Term and Conditions.

- a. Headings. The headings contained in this Agreement are intended for convenience only and are in no way to be used to construe or limit the text herein.
- b. Property Acquisition Contingency. Notwithstanding any other provision to the contrary in this Agreement, this Agreement does not take effect unless and until Developer (or an entity owned or controlled by Developer) acquires title to the Property within one (1) year after the date of approval of this Agreement by the Provo City Council. This Agreement will not be recorded against the Property with the Utah County Recorder's Office unless and until this acquisition contingency has been satisfied.
- c. Binding Effect. Subject to the other provisions hereof, this Agreement inures to the benefit of, and be binding upon, the parties hereto and their respective heirs, representatives, officers, agents, employees, members, successors and assigns (to the extent that assignment is permitted). Without limiting the generality of the foregoing, a "successor" includes a party that succeeds to the rights and interests of the Developer as evidenced by, among other things, such party's submission of land use applications to the City relating to the Property or the Project.
- a. Non Liability of City Officials and Employees. No officer, representative, consultant, attorney, agent or employee of the City is personally liable to the Developer, or any successor in interest or assignee of the Developer, for any default or breach by the City, or for any amount that may become due to the Developer, or its successors or assignees, or for any obligation arising under the terms of this Agreement. Nothing herein will release any person from personal liability for their own individual acts or omissions.
- b. Third Party Rights. Except for the Developer, the City and other parties that may succeed the Developer on title to any portion of the Property, all of whom are express intended beneficiaries of this Agreement, this Agreement does not create any rights in and/or obligations to any other persons or parties. The Parties acknowledge that this Agreement refers to a private development and that the City has no interest in, responsibility for, or duty to any third parties concerning any improvements to the Property unless the City has accepted the dedication of such improvements
- c. Further Documentation. This Agreement is entered into by the Parties with the recognition and anticipation that subsequent agreements, plans, profiles, engineering and other documentation implementing and carrying out the provisions of this Agreement may be necessary. The Parties agree to negotiate and act in good faith with respect to all such future items.

- d. Relationship of Parties. This Agreement does not create any joint venture, partnership, undertaking, business arrangement or fiduciary relationship between the City and the Developer.
- e. Agreement to Run With the Land. This Agreement must be recorded in the Office of the Utah County Recorder against the Property and is intended to and is deemed to run with the land, and is binding on and benefits all successors in the ownership of any portion of the Property.
- f. Performance. Each party, person and/or entity governed by this Agreement must perform its respective obligations under this Agreement in a manner that will not unreasonably or materially delay, disrupt or inconvenience any other party, person and/or entity governed by this Agreement, the development of any portion of the Property or the issuance of Concept Plans, certificates of occupancy or other approvals associated therewith.
- g. 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.
- h. Construction. This Agreement has been reviewed and revised by legal counsel for both the City and the Developer, and no presumption or rule that ambiguities is construed against the drafting party applies to the interpretation or enforcement of this Agreement.
- i. Consents and Approvals. Except as expressly stated in this Agreement, the consent, approval, permit, license or other authorization of any party under this Agreement must be given in a prompt and timely manner and may not be unreasonably withheld, conditioned or delayed. Any consent, approval, permit, license or other authorization required hereunder from the City must be given or withheld by the City in compliance with this Agreement and the City Ordinances.
- j. Approval and Authority to Execute. Each of the Parties represents and warrants as of the Effective Date this Agreement, it/he/she has all requisite power and authority to execute and deliver this Agreement, being fully authorized so to do and that this Agreement constitutes a valid and binding agreement.
- k. Deadlines.
 - a. Developer has a period of up to three (3) years following final approval of the Project to commence construction. Delay in commencement during such two-year period does not constitute a default, abandonment, lapse, forfeiture, or loss of rights under this Agreement, the Vesting Ordinance, or the approved Concept Plan, so long as Developer continues in good faith toward Project implementation. The parties acknowledge that additional time may

reasonably be required during such period for financing, regulatory approvals, agency coordination, engineering refinement, utility coordination, third-party approvals, market conditions, business terms, operational planning, and related implementation matters.

- b. Developer has a period of up to seven (7) years following final approval of the Project to achieve Substantial Completion. During that period, lack of Substation Completion does not constitute a default, abandonment, lapse, forfeiture, or loss of rights under this Agreement, the Vesting Ordinance, or the approved Concept Plan, so long as Developer continues in good faith toward Project completion. For purposes of this Agreement, “Substantial Completion” means that the principal venue improvements of the Project have been completed and are available for their intended use, notwithstanding minor or immaterial variations from the Concept Plan. By way of example, completion of not less than 90% of the approved commercial square footage constitutes Substantial Completion of the commercial requirement. The five-year period may be extended by mutual written agreement of the Parties.

- l. Zoning Reversion. If Developer fails to achieve either of the deadlines described in Subsection 13(k), the City has the right, but not the obligation, in the sole discretion of the City Council, to revert the zoning designation of the Property to the zoning designation in effect immediately prior to the rezoning approved in connection with this Agreement.

- m. Termination.

- i. Notwithstanding anything in this Agreement to the contrary, it is agreed by the parties hereto that in the event the Concept Plan for the Property has not been recorded in the Office of the Utah County Recorder within ten (10) years from the date of this Agreement (the “**Term**”), or upon the occurrence of an event of default of this Agreement that is not cured, the City has the right, but not the obligation, at the sole discretion of the City Council, to terminate this Agreement as to the defaulting party (*i.e.*, the Developer). The Term may be extended by mutual agreement of the Parties.

- ii. Upon termination of this Agreement for the reasons set forth herein, following the notice and process required hereby, the obligations of the City and the defaulting party to each other hereunder terminate, but none of the licenses, building permits, or certificates of occupancy granted prior to expiration of the Term or termination of this Agreement may be rescinded or limited in any manner.

- 15. Assignability. The rights and responsibilities of Developer under this Agreement may be assigned in whole or in part by Developer with the consent of the City as provided herein.

- a. Notice. Developer must give Notice to the City of any proposed assignment and provide such information regarding the proposed assignee that the City may reasonably request in making the evaluation permitted under this Section. Such Notice must include providing the City with all necessary contact information for the proposed assignee.
- b. Partial Assignment. If any proposed assignment is for less than all of Developer's rights and responsibilities, then the assignee must be responsible for the performance of each of the obligations contained in this Agreement to which the assignee succeeds. Upon any such approved partial assignment, Developer is released from any future obligations as to those obligations that are assigned but remains responsible for the performance of any obligations that were not assigned.
- c. Grounds for Denying Assignment. The City may withhold its consent if the City is not reasonably satisfied of the assignee's reasonable ability to perform the obligations of Developer proposed to be assigned.
- d. Assignee Bound by this Agreement. Any assignee must consent in writing to be bound by the assigned terms and conditions of this Agreement as a condition precedent to the effectiveness of the assignment.

16. Sale or Conveyance. If Developer sells or conveys parcels of land, the lands so sold and conveyed bear the same rights, privileges, intended uses, configurations, and density as applicable to such parcel and be subject to the same limitations and rights of the City as when owned by Developer and as set forth in this Agreement without any required approval, review, or consent by the City except that sale may only occur if this Agreement is assigned to the buyer in accordance with this Agreement.

17. No Waiver. Any party's failure to enforce any provision of this Agreement does not constitute a waiver of the right to enforce such provision. The provisions may be waived only in writing by the party intended to be benefited by the provisions, and a waiver by a party of a breach hereunder by the other party may not be construed as a waiver of any succeeding breach of the same or other provisions.

18. Severability. If any portion of this Agreement is held to be unenforceable for any reason, the remaining provisions continue in full force and effect.

19. Force Majeure. Any prevention, delay or stoppage of the performance of any obligation under this Agreement which is due to strikes, labor disputes, inability to obtain labor, materials, equipment or reasonable substitutes therefore; acts of nature; governmental restrictions, regulations or controls; judicial orders; enemy or hostile government actions; wars, civil commotions; fires or other casualties or other causes beyond the reasonable control of the party obligated to perform hereunder excuses performance of the obligation by that party for a period equal to the duration of that prevention, delay or stoppage.

20. Amendment. This Agreement may be amended only in writing signed by the Parties hereto.

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

CITY:

CITY OF PROVO

ATTEST:

By: _____
City Recorder

By: _____
Mayor Marsha Judkins

DEVELOPER:

VESPER PROPERTY COMPANY, LLC, a
Utah limited liability company

By: _____

Name: _____

Title: _____

STATE OF UTAH)
 :SS
COUNTY OF UTAH)

On the ____ day of _____, 2026, personally appeared before me _____, who being by me duly sworn, did say that he is the _____ of _____, a Utah limited liability company, and that the within and foregoing instrument was signed on behalf of said limited liability company with proper authority and duly acknowledged to me that he executed the same.

Notary Public
Residing at:

Exhibit A
Legal Description of the Property



Legal Descriptions

The following legal description is from the Utah County Parcel Map and will be replaced with the boundary legal description that is in the process of being prepared.

Serial Number: 20:013:0001

COM AT THE S 1/4 COR. SEC. 6, T6S, R3E, SLB&M; N 513 FT; ALONG A CURVE TO THE R (CHORD BEARS: N 37 DEG 38' 26" E 121.8 FT, RADIUS = 854.93 FT); N 72 DEG 30' 0" E 480.3 FT; N 22 DEG 18' 0" E 71 FT; N 48 DEG 28' 0" E 85.4 FT; N 63 DEG 17' 0" E 505 FT; S 4 DEG 10' 0" W 1.5 CH; E 4.1 CH; S 14.2 CH; W 20 CH TO THE POB. AREA 24.124 AC.

Serial Number: 20:013:0020

Taxing Description: COM N 0 DEG 39' 53" W 876.78 FT & E 476.82 FT & N 63 DEG 4' 46" E 40 FT FROM THE S 1/4 COR. SEC. 6, T6S, R3E, SLB&M; S 26 DEG 55' 15" E 78.78 FT; ALONG A CURVE TO THE L (CHORD BEARS: S 30 DEG 1' 44" E 17.85 FT, RADIUS =

164.63 FT); N 50 DEG 42' 57" E 15.94 FT; N 22 DEG 17' 59" E .36 FT; N 48 DEG 28' 0" E 85.4 FT; N 63 DEG 17' 0" E 473.7 FT; N 3 DEG 10' 11" E 84.48 FT; S 63 DEG 4' 46" W 615.5 FT TO THE POB. AREA 1.014 AC.

Serial Number: 20:013:0018

COM N 876.72 FT & E 466.65 FT FROM THE S 1/4 COR. SEC. 6, T6S, R3E, SLB&M; S 63 DEG 4' 45" W 40 FT; S 26 DEG 55' 12" E 78.78 FT; ALONG A CURVE TO THE L (CHORD BEARS: S 33 DEG 20' 50" E 54.77 FT, RADIUS = 244.63 FT) ARC LENGTH = 54.89 FEET; N 72 DEG 30' 0" E 25.46 FT; N 23 DEG 44' 2" E 64.3 FT; ALONG A CURVE TO THE R (CHORD BEARS: N 30 DEG 1' 45" W 17.85 FT, RADIUS = 164.63 FT) ARC LENGTH = 17.86 FEET; N 26 DEG 55' 16" W 78.78 FT; S 63 DEG 4' 45" W 40 FT TO THE POB. AREA 0.226 AC.

Serial Number: 20:013:0019

COM N 0 DEG 39' 53" W 876.78 FT & E 476.82 FT & S 63 DEG 4' 46" W 40 FT FROM THE S 1/4 COR. SEC. 6, T6S, R3E, SLB&M; S 63 DEG 4' 46" W 114.31 FT; ALONG A CURVE TO THE L (CHORD BEARS: S 52 DEG 13' 4" W 322.22 FT, RADIUS = 854.93 FT); N 72 DEG 30' 0" E 442.86 FT; ALONG A CURVE TO THE R (CHORD BEARS: N 33 DEG 20' 54" W 54.77 FT, RADIUS = 244.63 FT); N 26 DEG 55' 18" W 78.78 FT TO THE POB. AREA 0.811 AC.

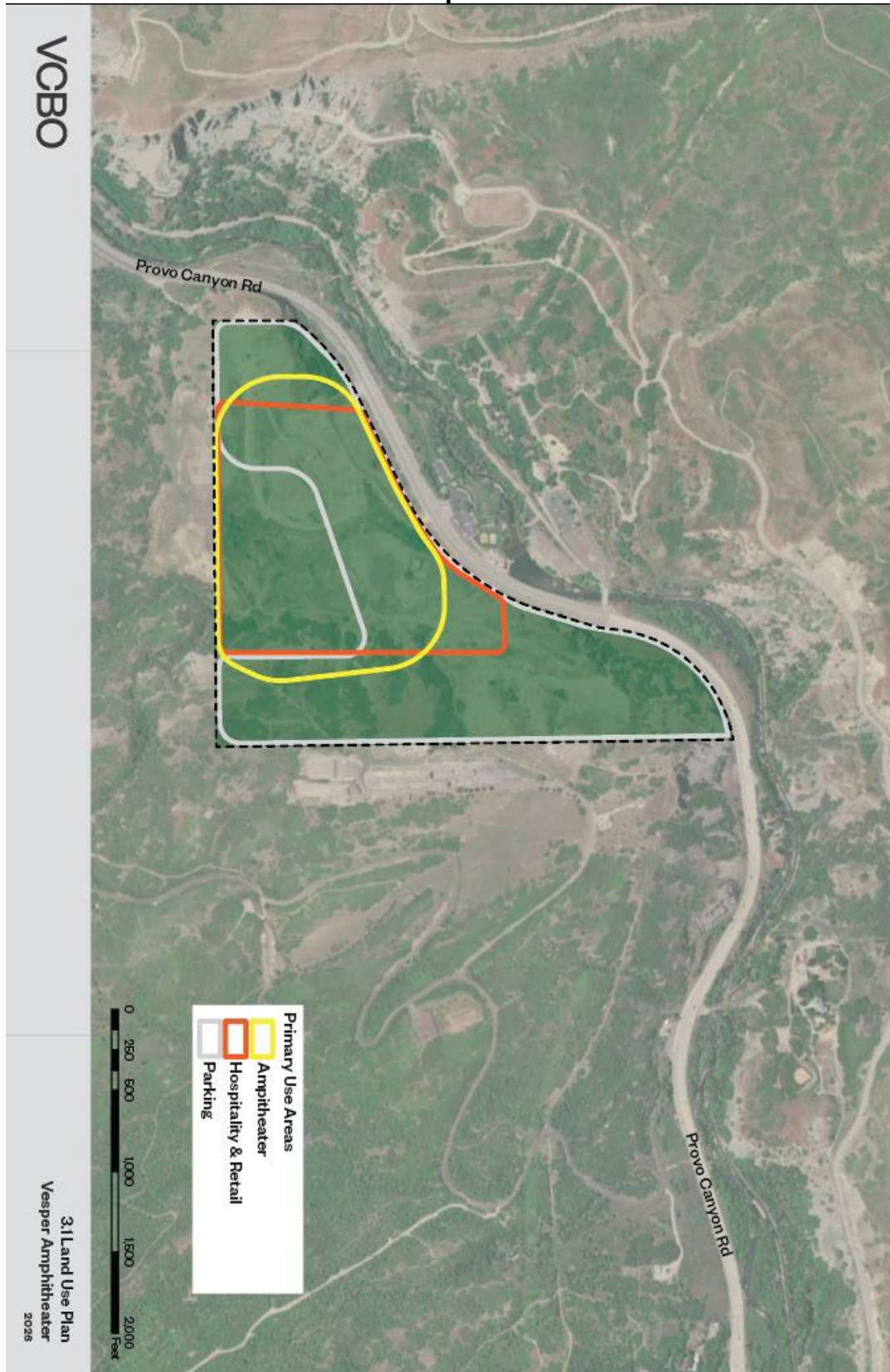
Serial Number: 20:013:0016

SE 1/4 OF SE 1/4 OF SEC. 6, T6S, R3E, SLB&M. AREA 39.837 AC.

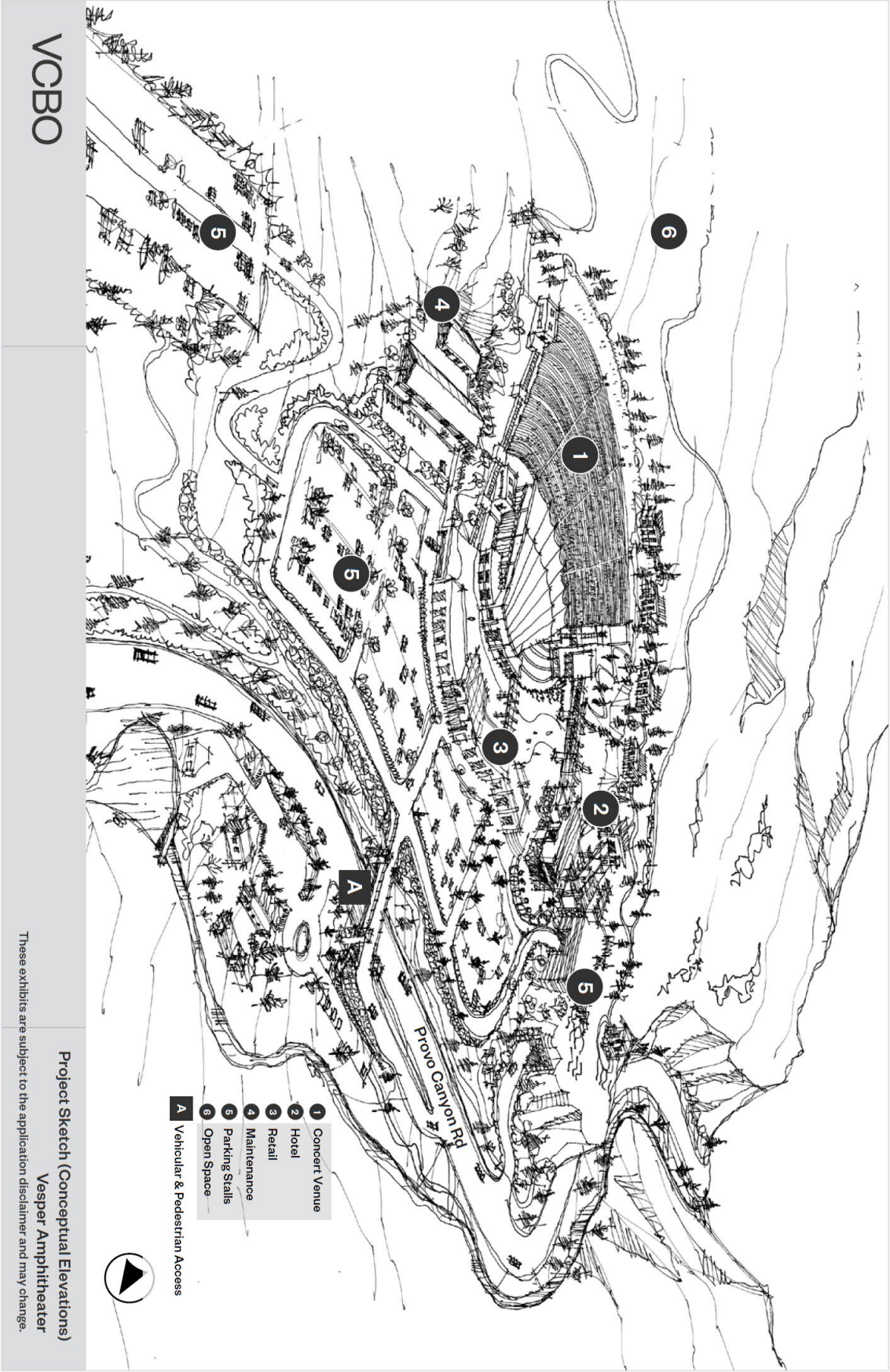
Note regarding 34.485-acre parcel

Title review has confirmed that the additional 34.485-acre area is part of a larger parcel owned by Provo City. Because that area is a portion of a larger property, a separate survey-based legal description will need to be prepared by a licensed surveyor. That work is planned as part of the project's ongoing due diligence, and the application materials will be supplemented with the final legal description when it becomes available.

**Exhibit B
Concept Plan**







ATTACHMENT 5 – PUBLIC COMMENTS

Vesper Public Comments (May 13 – June 16)

Eric Luna – May 13

I received the email below from Conserve Utah Valley.

I imagine there will be opposition to the Vesper Amphitheater Rezone & Concept & General Plan Amendment; there is for every project these days.

It looks like a wonderful project that will enhance the quality of life for area residents and eliminate a blight, so I wanted to voice my personal support for the project. I am not speaking for either group I run, as neither has taken a position on the project.

Thank you.

I have gathered a few emails of fishermen and women concerned with protecting Provo River and Canyon. The following is a statement from my organization, Conserve Utah Valley, about an application for a change in zoning for land inside the canyon on the lower Provo River. We are educating people so they will come to the Provo North Division meeting on July 29. Feel free to forward this information to anyone interested:

Earlier this week a few Conserve Utah Valley board members met with Provo Mayor Marsha Judkins and a developer, Spencer Shumway. His partnership has requested the rezoning of 101 acres of land just inside the mouth of Provo Canyon. Forty acres of the land is currently owned by Steve Turley, who operates a gravel pit there. The planned resort would include a 20,000 seat concert amphitheater and a cluster of hotels and shops. Most of the parking would be underground to the west of the resort. The developer touted having access to trails for bikes and hikers. He said the benches would be wooden and the pathways would be rock and it would be a lovely natural area. He said that it would only be used 10 times a year for the full 20,000 seats and 120 times a year total, however, there would be a smaller amount of daily traffic for patrons of the hotels, eateries and shops.

In our meeting, we talked about what Provo Canyon is known for—outdoor recreation. It is a Blue Ribbon Flyfishing river, and the Provo and Jordan River Parkway Trail follows the river. We have hikers, walkers, bikers, skateboarders, e-bike riders, cross country and down-hill skiers, snowshoers, and horse riders. It has half a dozen parks where people camp and picnic. The river also gives pleasure to rafters, tubers, and kayakers. Part of the pleasure is the possibility of seeing wildlife. We owe it to the people who enjoy the canyon to take supreme care before we undertake any development that threatens the known identity of the canyon. We also talked with the developer about traffic and sound, light, and vehicle pollution. He said they would mitigate these problems by having subdued lighting and a modern sound system.

Below find the announcement of the application for rezoning. We've also attached t material from the developer. The developer will tentatively make a presentation at the Provo District meeting on 29 July 2026. Meetings start at 6:00 PM at City Hall and over Zoom. This will also go before the Planning Commission and City Council (dates not yet scheduled.)

Joy Patten – May 20

Dear Provo City Council Members,

I live in the neighborhood at the mouth of Provo Canyon. I have a couple of questions about the Vesper Amphitheater project in Provo Canyon that I am hoping you will address.

First, I am hoping the Council has requested sound studies to be done. I live right next to Palisade Park. The noise level in our neighborhood has grown significantly over the last 10 years due to the park, two helicopters and the traffic along 800 north. How will the sound of the Amphitheater affect our neighborhood? Am I going to be listening to concerts that I didn't choose to attend?

Second, the traffic at the mouth of the canyon can become very congested, particularly at peak travel times. I've also witnessed a multitude of accidents at the mouth of the canyon and as from people entering traffic on Provo Canyon Road from the canyon parks and South Fork. How does the developer plan to mitigate traffic congestion and the potential for accidents due to the considerable increase in traffic this project will create near the mouth of the canyon?

I respectfully request you address these questions prior to approving this project.

Respectfully,

Joy Patten

Jared Toone – May 20

Dear Provo Planning Commission,

I am writing to express my strong opposition to the proposed 20,000-seat Vesper Amphitheater in Provo Canyon. While restoring the gravel pit is a positive goal, a massive commercial entertainment venue is entirely inappropriate for this location.

I urge the Commission to deny the requested zone and General Plan changes based on the following critical impacts:

- **Severe Traffic and Safety Risks:** US-189 is already a heavily congested, two-lane canyon road. Adding up to 20,000 attendees at peak times will create severe traffic gridlock. This will gridlock regular commuters and dangerously delay emergency vehicles responding to canyon accidents.
- **Environmental and Wildlife Degradation:** The canyon is a vital ecological corridor. The intense light pollution, late-night noise, and litter generated by massive concerts will disrupt local wildlife patterns and degrade the natural peace of the canyon. A peace that I enjoy throughout the year in the canyon.

- Overburdened Infrastructure: A project of this scale will strain local infrastructure, including parking, trash management, and emergency services, without providing a clear, long-term benefit to the daily lives of Provo residents.

Provo Canyon should be preserved for low-impact recreation, open space, and natural beauty, not high-density commercial entertainment. Please protect our canyon and vote against this proposal.

Sincerely,

Jared Toone

Courtney Johnston – May 20

Dear Planning Commission,

While I welcome more opportunities for the arts in our community, the recent announcement about Vesper Amphitheatre in Provo Canyon has left me more concerned than excited. I live off of Canyon Road and frequently travel the intersection at Orem's 800 North and Provo's University Avenue at the mouth of the Canyon. At commute times, this intersection gets clogged going in all directions. Even more frustrating is the time it takes to get to the I-15 on ramp on 800 North. The traffic has a domino effect and can cause extremely slow travel that entire length of road.

Speaking of traffic concerns, there are safety concerns with the proposed number of cars in the canyon. Left turns across oncoming traffic is especially dangerous at night when visibility is so low. In order to support the amount of traffic, the infrastructure would have to be improved. This would likely mean widening University Avenue, 800 North, and even the lanes of the highway heading into the canyon. This is an expensive and environmentally irresponsible move to make.

There are environmental concerns as well. Light pollution, sound pollution, and the disturbance of animal life. The canyon is a refuge for nature lovers and should not be seen as another frontier to develop.

Tuacahn seats 2,500 people. Red Rocks Amphitheatre seats 9,525. An amphitheatre that seats 20,000 people is just a ridiculous idea in this location.

Please require the developer to do a deep environmental assessment of their proposed project. I think you will find that this is not the appropriate location for a venue of this size and scope.

I support protecting the peace and beauty of Provo Canyon and strongly oppose the Vesper Amphitheatre in its current plans.

Thank you for taking the time to hear my concerns. I know you have a difficult task of balancing the needs of the private citizens and the city of Provo.

Kind regards,

Courtney Johnston

Provo resident

Joy Patten – May 21

Thank you both for your replies!

I am grateful for the information and thank you for addressing the noise and traffic.

I don't recall hearing any noise specific to the gravel pit. We do hear some noise from the gun range depending on the type of gun being used. Another noise issue: PLEASE don't give them a permit for helicopter access. The Losee's have a conditional use permit for a helicopter and I understand that they purchased the property with the conditional use permit in place, but there are others in the area that land their helicopters nearby (frequently), they do not have permits and Orem City does nothing about it. The noise from helicopters is very disruptive. It would be unfortunate to have the canyon, which is a peace and solitude for many, disrupted by increased helicopter use.

Also, I'm not thrilled at the added traffic that will result from this project. It actually makes me kind of sick. I hope UDOT does a major revision at the mouth of the canyon regardless of whether this project receives a permit. It would also be helpful to have an intersection or on and off ramps for the project.

Thank you for your consideration,

Joy Patten

Samuel Bloomfield – May 21

To the Utah County & Provo City Planning Commissions and City Councils,

I am writing to formally state my opposition to the proposed Vesper Amphitheater project and its associated commercial re-zoning at the mouth of Provo Canyon. I urge the Planning Commissions and City Councils to vote NO on the commercial re-zoning request and deny any associated conditional use permits. This massive development fundamentally conflicts with the preservation mandates outlined in our local General Plans.

I write this as a Utah County resident, a biology major with academic training in local ecology, and an active researcher in water cycle education. During my early college years, I was entirely transit-dependent and relied strictly on public transit, accessing the mouth of the canyon on foot. This canyon gateway served as my only reasonably accessible sensory and psychological sanctuary from the intense rigors of academic training.

While proponents frame this project as a "harmonious hillside restoration" of a century-old gravel pit, a rigorous ecological, logistical, and socio-historical analysis reveals severe, unmitigated flaws in the proposal that violate the spirit of our city and county planning guidelines:

1. Cumulative Environmental Impact and False Restoration

Provo Canyon has been progressively degraded by heavy industrial and transit projects—from utility plants to massive highway expansions. Each has historically been approved under the guise of "mitigation," but the cumulative result is the fragmentation of a vital ecological corridor. Replacing a mining scar with a high-density, 20,000-seat commercial amphitheater and resort villas is not ecological restoration; it is permanent urbanization. True restoration should look like a low-impact conservation easement and re-vegetation, aligning with the critical lands and open space elements of our General Plans, not a massive commercial venue.

2. Disruption of Hydrological and Riparian Systems

Introducing massive impervious surfaces (roofs, paved gathering spaces, and resort infrastructure) directly adjacent to the Provo River corridor poses an unmitigated risk to a delicate riparian buffer zone. It alters local hillside absorption dynamics and introduces urban runoff directly into a vital watershed at a time when water preservation and watershed protection are chief priorities explicitly stated in our county's long-term planning goals.

3. The Myth of the "Harmonious" Hillside Choke Point

Developers have compared this design to open-air desert venues like Tuacahn or Red Rocks. However, unlike those expansive, isolated landscapes, the mouth of Provo Canyon is a narrow geographical bottleneck directly adjacent to a major university town. Replicating a stadium layout here fundamentally traps noise and gridlocks traffic. Furthermore, the proposed enclosed winter configuration eliminates the seasonal window of absolute silence that local wildlife and residents rely on for winter seasonal respite.

4. Transit Equity and Sensory Accessibility

The developers' promise of "free public trail access" ignores the reality of transit-dependent, low-income, and neurodivergent community members. The mouth of Provo Canyon represents a vital, low-barrier trailhead that is uniquely accessible to those who cannot easily travel deeper into the canyon. Developing this specific choke point creates a physical and sensory blockade.

For a pedestrian stepping off the bus to access the nearby trails at Canyon View or Timpanogos Park, a massive influx of venue crowds effectively destroys the pedestrian-safe buffer zone. Vulnerable pedestrians cannot peacefully or safely navigate stadium-level crowd densities, security blockades, and intense sensory pollution on foot just to reach a public trailhead. This project effectively gentrifies the canyon gateway, walling off nature from the very people who rely on it for well-being, directly contradicting our community goals for equitable transit and recreational access.

Conclusion

An objective, systemic look at this project reveals that it simply replaces industrial pollution with intense sensory, traffic, and environmental pollution. I urge the Commission and City Council to protect the integrity of our General Plan, reject the commercial re-zoning for this massive venue, and instead preserve the mouth of Provo Canyon as a quiet, public, and genuinely accessible sanctuary for the environment and the community alike.

Sincerely,

Samuel B.

Utah County Resident and Ecological Researcher

Katy Gidney – May 22

To the Utah County & Provo City Planning Commissions and City Councils,

I am writing to formally state my opposition to the proposed Vesper Amphitheater project and its associated commercial re-zoning at the mouth of Provo Canyon. I urge the Planning Commissions and City Councils to vote NO on the commercial re-zoning request and deny any associated conditional use permits. This massive development fundamentally conflicts with the preservation mandates outlined in our local General Plans.

I write this as a concerned Utah resident.

While proponents frame this project as a “harmonious hillside restoration” of a century-old gravel pit, a rigorous ecological, logistical, and socio-historical analysis reveals severe, unmitigated flaws in the proposal that violate the spirit of our city and county planning guidelines:

1. Cumulative Environmental Impact and False Restoration

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Sincerely,

Katy Gidney

Utah resident

Douglas Oldham – May 23

I found this email address in a comment from Rachel Breen recommending that citizens send their opinions about this proposed development.

I would like to express the opinion that, while I am not opposed to the general idea of developing this site as an amphitheater, this proposal is failing to share one of the most important impacts it will have.

Based on 20,000 seats, there will be a requirement for something like 5,000 parking spots. Each parking spot requires approximately 350 sq. ft. of paved surface. This will total 1,750,000 sq. ft., or 40 acres, of parking. The property being discussed is only 24 acres. So I assume that the developer is proposing to develop the 40 acres of city adjacent city owned land for parking. Unless you plan to allow them to use all of the city property for parking (which would be a really bad idea not allowing for storm water retention), this will probably required a parking structure. Now add to that that this venue can only possibly have (2) points of entry and 90% of the traffic will be coming from the valley, the traffic this will create will be a serious problem for the people who use the canyon for commuting and recreation travel. I would oppose a proposal that has this level of impact on the canyon.

So, I could see myself in supporting an amphitheater of 2,000 seats that puts in real effort to make it integrate with the landscape. But 20,000 seats is just outrageous for this location.

Thank you for reading my opinion.

Doug Oldham

Marlene Esplin – May 25

To the council and commissioners,

I'm writing to express my grave concern about the proposed amphitheater in Provo Canyon. I love the arts and support the idea of small-scale venue in the canyon that is not hugely disruptive to traffic flow or the local natural environment. What is proposed is not small or low-impact by any means.

I'm concerned about the large footprint of this facility and the certain impacts to traffic, air and water quality, noise and light pollution, and disruption to local wildlife. The stated choice between a gravel pit and a large-scale development that will use inordinate amounts of scarce resources and clog our roads--is patently false.

Please don't support this development in our canyon!

Marlene Hansen Esplin

Mark Allen – May 25

Subject: Formal Request to Suspend Decision Timeline Pending Full Baseline Studies, Jurisdictional Review, Alternatives Analysis, and Public Impact Disclosure – Proposed Provo Canyon Development

To: Dspublichearings@provo.gov

Provo Planning Commission

Dear Members of the Planning Commission,

I am submitting this formal public comment regarding the proposed development in Provo Canyon and requesting that no approvals, entitlements, or construction authorizations proceed until a complete, transparent, and fully substantiated evidentiary record has been established and reviewed in the public forum.

Recent indications of near-term groundbreaking raise serious procedural concerns, particularly given the absence of completed baseline studies in the public record and the lack of a structured, meaningful public review period proportional to the scale and risk profile of this proposal.

This matter has also generated significant public attention, including engagement from multiple community stakeholders, outdoor recreation users, and conservation-minded groups, all of whom have expressed concerns regarding transportation safety, wildfire risk, canyon congestion, environmental impacts, and long-term taxpayer burden. These concerns should be formally addressed within the planning record before any decisions proceed.

1. REQUEST FOR COMPLETE BASELINE STUDIES AND PUBLIC DISCLOSURE

The Planning Commission must require and obtain the full set of baseline studies necessary for informed decision-making, including:

- Traffic modeling and peak event impact analysis
- Emergency evacuation and canyon clearance timing studies
- Wildland-Urban Interface (WUI) Fire Marshal-reviewed fire behavior analysis
- Hydrology, stormwater, and watershed impact studies
- Geotechnical and slope stability evaluations
- Wildlife corridor and habitat connectivity studies
- Full fiscal impact analysis, including infrastructure and taxpayer burden exposure
- Utility, sewer, and water rights and capacity assessments

If these studies have not yet been completed, they must be initiated prior to any further approvals. The cost of such studies should appropriately be borne by the developer consistent with standard practice for high-impact developments.

2. FIRE MARSHAL / WILDLAND-URBAN INTERFACE (WUI) SAFETY REQUIREMENTS

Given steep, dry, and heavily vegetated canyon terrain adjacent to wildland fuel sources, a full Fire Marshal-reviewed WUI analysis is required.

This must include:

- Evacuation clearance time modeling at peak occupancy

- Canyon ingress/egress failure and gridlock scenarios
- Fire apparatus access compliance under applicable fire codes
- Wildfire behavior modeling (slope-driven spread, canyon wind effects, ember transport)
- Structure ignition risk and defensible space requirements
- Emergency evacuation thresholds and shelter-in-place criteria
- Multi-agency wildfire response coordination planning

In canyon environments, the dominant life-safety risk is evacuation failure under rapidly evolving wildfire conditions combined with constrained access corridors, not simply structural fire protection.

3. TRANSPORTATION, HIGHWAY IMPACTS, AND PUBLIC MAINTENANCE BURDEN

US-189 is a federally designated highway corridor eligible for federal-aid funding participation, with maintenance administered primarily through Utah Department of Transportation.

The proposed development introduces repeated high-intensity traffic loading conditions including:

- 120+ large-scale annual events
- 8,000–20,000 vehicles per event
- Severe peak-direction canyon congestion
- Emergency response interference during surge conditions
- Increased winter crash risk and roadway stress

This raises a critical fiscal question:

Who bears the long-term cost of accelerated highway wear and event-driven infrastructure degradation?

While baseline maintenance is publicly funded, repeated peak-load events can significantly accelerate:

- Pavement deterioration
- Winter maintenance burden
- Accident response and traffic control costs
- Intersection and signalization upgrades

Unless explicitly conditioned, these costs are effectively socialized onto taxpayers while benefits are privatized to the venue operator.

A full cumulative transportation impact analysis must include:

- Event-based pavement wear modeling
- Lifecycle maintenance cost projections
- Peak-load structural degradation analysis
- Full public cost allocation assumptions

4. PUBLIC INFRASTRUCTURE AND TAXPAYER LIABILITY

The record must clearly establish:

- Road widening and canyon infrastructure expansion funding sources
- Utility, sewer, and water system upgrade responsibility
- Emergency services expansion funding obligations
- Long-term maintenance liabilities for canyon infrastructure
- Whether any public subsidy is required for project viability

5. FEDERAL LAND ADJACENCY AND NEPA JURISDICTIONAL REVIEW

The project abuts federally managed National Forest land, creating a sensitive interface between private development and federal land systems.

The Planning Commission must determine whether any federal nexus exists that could trigger review under the National Environmental Policy Act (NEPA), including:

- U.S. Forest Service permitting or access requirements
- U.S. Army Corps of Engineers permits involving waterways
- Federal Highway Administration involvement through funding or approvals
- Endangered Species Act consultation requirements

If a federal nexus exists, an Environmental Assessment (EA) or Environmental Impact Statement (EIS) may be required, including alternatives analysis and cumulative impact review.

No final decision should proceed until this jurisdictional determination is completed and entered into the public record.

6. PROVO RIVER CLAIMS AND ENFORCEABILITY OF “FISHERY PROTECTION” STATEMENTS

The applicant has stated that the development will “protect fly fishing” in the Provo River. However:

- River ecology and fisheries are managed by state and federal agencies
- Private developers do not control fish populations or river access outcomes
- Stormwater compliance does not equate to ecological control

The Planning Commission must require clarification of:

- Specific legally enforceable mitigation measures
- Responsible oversight agencies
- Whether binding agreements exist with Utah Division of Wildlife Resources or related agencies
- Measurable environmental performance standards
- Monitoring and enforcement mechanisms
- Remedies if degradation occurs despite compliance

Absent enforceable agreements, such claims must be treated as non-binding promotional statements rather than regulatory commitments.

7. SITE SUITABILITY AND ALTERNATIVES ANALYSIS (HIERARCHY REQUIRED)

A complete alternatives analysis is required to determine whether safer and more appropriate locations exist.

The following hierarchy of alternatives must be formally evaluated:

Tier 1 – Preferred (Lowest Risk / Highest Infrastructure Capacity)

- Airport-adjacent development corridors near Provo Airport
 - o Existing transportation infrastructure
 - o Industrial/commercial zoning compatibility
 - o Lower wildfire and slope risk
 - o Reduced canyon evacuation constraints
 - o Established emergency response access

Tier 2 – Secondary Urban/Infrastructure Corridors

- Existing commercial and mixed-use zones within Provo/Orem urban footprint

Tier 3 – Transitional Development Areas

- Utah Lake shoreline and adjacent lower-risk expansion corridors

- o Greater evacuation redundancy
- o Lower wildfire exposure
- o Scalable infrastructure capacity
- o Reduced canyon and slope hazards

Tier 4 – Canyon Corridor (Not Preferred for High-Capacity Assembly Use)

- Provo Canyon location
- o Severe evacuation constraints
- o Wildfire interface exposure
- o Single-corridor ingress/egress
- o High geotechnical and infrastructure risk

Failure to meaningfully evaluate these alternatives results in an incomplete and procedurally insufficient record.

8. PROCEDURAL CONCERN: PREMATURE TIMELINE AND INCOMPLETE PUBLIC PROCESS

Indications of near-term groundbreaking raise serious concern that construction timelines may be advancing prior to completion of:

- Baseline technical studies
- Alternatives analysis
- Public comment process
- Jurisdictional determinations

For a project of this magnitude, the public is entitled to a complete evidentiary record before any irreversible decisions are made.

9. REQUIRED PLANNING COMMISSION ACTION

I respectfully request that the Planning Commission:

- Suspend any approval or entitlement timeline
- Require completion and public release of all baseline studies
- Mandate full alternatives analysis including airport-adjacent and Utah Lake corridors
- Require Fire Marshal-reviewed WUI evacuation modeling
- Require full fiscal impact disclosure including transportation lifecycle costs

- Complete NEPA jurisdictional determination where applicable
- Ensure meaningful public comment after full disclosure
- Make formal site suitability findings only after full record completion

CLOSING STATEMENT

This submission is not a request for delay without justification. It is a request that decisions be made on a complete, transparent, and verifiable evidentiary record consistent with public safety, fiscal responsibility, environmental stewardship, and lawful planning procedure.

A high-capacity development in a constrained canyon wildfire corridor cannot be responsibly evaluated without full baseline studies, jurisdictional clarity, and meaningful alternatives analysis.

For these reasons, I respectfully request that the Planning Commission obtain all necessary data, complete the public record, and defer any decision until a fully informed evaluation is possible. Multiple public hearings should be held over the next two years while baseline data is gathered for a project of this scope with significant negative impact on taxpayers and the canyon corridor.

Thank you for your time and consideration.

Respectfully,

Mark Allen

Founder, Protect and Preserve American Fork Canyon

Matt Peterson – May 26

It was with shock and great alarm that I read the headlines in several papers last weekend, announcing the planned construction of a 20,000-seat amphitheater across from Canyon View and Timpanogos Parks in the mouth of Provo Canyon!

A snarling congested "Los Angeles-type" gridlock immediately came to mind (caused by the thousands of cars needed to transport 20,000 theater goers, many, if not most of whom would be converging on the parking lots just minutes before showtime).

Then my mind shot to the size of parking lot that would have to be provided for that size of a theater!

Assuming in the best possible circumstances that people would be thoughtful enough to car-pool, the likely maximum number of passengers per vehicle would be 4. (More likely, the number of passengers would be 2)! Either way, the math boils down to this: to transport 20,000 people in private vehicles would require from 5,000-10,000 separate vehicles (which would require a corresponding number of parking spaces).

Out of curiosity, I asked AI to tell me more about the number of parking spots at SLC airport (to get a visual idea for how big the parking lot would have to be to accommodate that many vehicles). What I learned astounded me! (See first attached screenshot)

According to AI, in order to provide parking for approximately 6,000 vehicles, SLC airport has dedicated 1.8 million square feet of uncovered + covered parking (in the terrace). This could be calculated/confirmed as 1.8 million sq ft (calculated by multiplying 300 sq ft....the typical space required for one parking place and associated driving lanes.... times 6,000 vehicles = $300 \times 6,000 = 1.8$ million), which is equivalent to 31.3 football fields!!!

The number of football fields needed to park 7,000 vehicles would be (7,000 vehicles x 300 sq ft per vehicle divided by 57,600 sq ft per football field = 36 football fields). So, unless the plan is to bus the patrons for the megatheater in... what will be the environmental impact of driving and parking between 5,000-10,000 vehicles in the mouth of Provo canyon?

Out of curiosity I searched the internet to see how traffic created by the Osmond Megatheater would compare to traffic in Big Cottonwood Canyon during ski season. According to info shown in the second attached screenshot, peak traffic in Big Cottonwood maxes out (ideally) at 1,000 cars per hour!!

At the rate of 1,000 cars per hour, it would take up to at least 5 hours to get 5,000 cars carrying 4 passengers each in order to fill the 20,000 foot theater!! Then, given that it is more likely that people will travel in pairs of 2, it is much more likely to require up to 10,000 vehicles to transport 20,000 passengers (2 per vehicle) (which would require 10 hours at 1,000 cars per hour...the Big Cottonwood Canyon maximum rate on peak season snow days!!)

Dialing those figures down a bit, if we assume 3 passengers per vehicle, it would require between 6,000-7,000 vehicles to transport 20,000 people (3 per car), and require 6-7 hours at the maximum Big Cottonwood Canyon rate of 1,000 cars per hour!!!

The environmental impact of this many vehicles on the road at the mouth of Provo must be astronomical, not to mention the impact of covering 36 football fields of canyon land with asphalt or concrete for parking!

Of equal concern to me is the possibility that in order to accommodate that many people, while reducing the need for on-site parking, a parking hub somewhere in Orem or Provo would need to be built (similar to the one proposed for Big Cottonwood Canyon).

As you can see in the attached screenshot that shows info regarding the proposed parking hub for Big Cottonwood Canyon (BCC), they are suggesting that busses will depart every 7-15 minutes in order to deliver the passengers of 1750 vehicles to ski resorts further on up the canyon. But if you do the math for the proposed Osmond Megatheater, even if all 1750 vehicles had only 2 passengers, it would take a typical BCC-size bus (total capacity 60 including standees), 58 trips to transport 1750×2 passengers (3500 passengers). And that's only about 1/6 as many patrons as the proposed 20,000 megatheater seats!!!

If you think about even those numbers for a few minutes: approx 60 bus trips would be needed to transport 3600 people from a central Orem or Provo based parking hub, either one trip per

each of the 60 buses, or 10 trips for each of 6 buses. If we go with the latter figure (6 buses making 10 trips), all 6 buses would have to do each single trip in 6 minutes (so each bus would be able to make 10 trips per hour). If we change the math, and use 10 buses, each bus would need to make the trip 6 times (6 trips per hour x 10 buses x 60 passengers per busload = 3600 passengers delivered per hour).

At that rate, it would take 10 buses a total of approximately 5 hours to transport all 20,000 people to the megatheater.

These numbers may not take into consideration algorithms that UDOT has for taking into account private vehicle traffic, but even if they are only approximate, they illustrate the enormous problem associated with moving 20,000 people up that canyon...perhaps on a biweekly basis!!!

According to info on the internet, the rate of traffic on I-15 during peak rush hour traffic is 1500-1900 vehicles per hour per lane. If we assume each private vehicle transporting people to the Megatheater carries 3 passengers, we can calculate the amount of time needed to transport 20,000 people via private vehicles using the same rate ($20,000/3 \times 1/1900 \times 1/2$ lanes = 1.8 hours)(this assumes a maximum rate of 3800 vehicles per hour, on the existing 2 lanes of highway and 3 passengers per vehicle). If we assume only 1500 per hour per lane (x 2 lanes), the total time changes to 2.2 hours. And the numbers increase if we assume the more realistic occupancy of 2 passengers per vehicle to 2.7 to 3.3 hours!!! (And at least 36 football fields of either concrete or asphalt to park them...36 if we assume only approx. 7000 vehicles, but more if the plan is to provide parking for 10,000)!!!

For all of the above reasons (and more), I strongly feel that building this megatheater is NOT in Utah Valley's best interest! It is bad for Provo, bad for Orem, and bad for Utah Valley! (Not to mention the Canyon...which according to some world-views has a Spirit that should be respected, cared for, protected, and nurtured)!

Please, please, please....for the sake of Utah Valley residents and the beautiful Canyon itself, do not allow this mismanagement of one of our most beautiful natural resources to go unchallenged!! We will be reaping the very negative rewards of a very near-sighted decision for decades to come if we proceed with building this Megatheater!

Matt A. Peterson

Concerned Orem City Resident

Kaye Nelson – May 27

Hello commission members - I'm sure you've heard about the Vesper project in the mouth of Provo Canyon. We met earlier this month with developer Spencer Shumway and Mayor Judkins and today we met with developer Bryan Bayles.

In theory, this sounds like a great project that many would love having available in Utah County, possibly even in Provo and other venues could definitely be considered. In reality, it is totally the wrong location. CUV posted on FB and IG about our concerns. The responses have been overwhelmingly negative with questions and concerns relating to traffic, sound and light and vehicle pollution, parking for 5,000 - 10,000 vehicles, impact to wildlife, impact to the shooting range, fly fishing, recreating, trails, affordability and tax increases for local residents, etc.

Back when Conserve Utah Valley was just starting out, one of the tenets of our foundation was, and is, "just because you can, doesn't mean you should." You know we are not against development. We are happy to finally have a great plan with Reza Fakhrieh for new housing in the NE foothills. We have been so happy to have a mayor and council members who treasure open space and have worked with us to protect valuable, natural areas. (The conservation easement on the acreage at Slate Canyon is getting close!)

Please listen to your constituents on this issue. Please do the research and require the developers to do crucial studies, see what the impacts will be and, most importantly, don't bend to pressure to see this through. We will lose the unique treasure that Provo Canyon is - that we have fought to maintain.

Senator Keven Stratton told us when we were working to get Bridal Veil Falls into state monument status that he would be protective about the whole Provo Canyon corridor. It's that kind of thinking and determination that will leave a beautiful, natural canyon for many of our progeny for generations to come.

You are the gatekeepers of this decision. Please, please choose wisely!

Kaye Nelson

Conserve Utah Valley Leadership Team members

John Moss – May 27

Good morning,

I appreciate the opportunity to write you and express my concern about the announced development. As a long time resident of Utah County and having grown up in Orem, near the mouth of Provo Canyon, I am deeply troubled by the recent announcement about Vesper Amphitheater.

Imagine a few years from now – you're stuck in backed-up traffic at one of the several stoplights that now sits at the base of Provo Canyon. Instead of having your gaze drawn to Mount Timpanogos and the beautiful scenery in front of you that used to grab your attention, you are now met with the view of massive development - amphitheater, hotels, restaurants, parking lots, a bridge, heavy traffic that is dangerous and unmanageable, noise and light pollution. The gateway to the natural sanctuary of Provo Canyon is gone forever. Further up the canyon, additional development is in works – due to the flood gates being opened from this

project. That is the reality of Provo Canyon if the Vesper Amphitheater development project is allowed to move forward.

Just as the owners of Vesper (Spencer Schumway) and David Osmond sought to expand Splash Summit Water Park in Provo, to the base of Slate Canyon (which was shut down, largely thanks to Provo Mayor Kaufusi and public input) , they are now seeking to have another venture that will encroach on a different canyon – this time Provo Canyon. Regardless of their spin or who they put in front of a microphone, this is not primarily about the arts – this is simply about development and profit. Same cast of characters – just a different location, a different narrative they are pushing and a different canyon that would be ruined.

The recent announcement of this project has nothing to do with concepts like ‘preserve’, ‘protect’, ‘restoration’, ‘conservation’, ‘stewardship’, being ‘caretakers’, etc. The fact that words like this are mentioned in the same breath of announcing this project is not only disingenuous, but laughable. It is nothing more than exploitation of the natural beauty of Provo Canyon for the sake of a business venture, resulting in a massive development project that will literally destroy the canyon we know and love.

The gravel pit? Nobody even really notices it, because they just drive by it in a matter of seconds, as their gaze is drawn forward to Mount Timpanogos, the canyon walls and the trees in front of them. The quarry does not bring in thousands of additional cars/ traffic, noise and light pollution, and development. The ‘eyesore’ of a gravel pit barely noticed is nothing compared to the damage this development project will cause.

For many of us, Provo Canyon represents a natural sanctuary and a sacred space. I grew up near the mouth of Provo Canyon and have spent countless hours up this precious canyon personally, with my wife and with my family – hiking, skiing, fishing, working at Bridal Veil Falls, mountain biking, picnicking, taking walks, and just basking in the beauty of it’s canyon walls. Places like Squaw (Khyv) Peak, Canyon Glenn, Bridal Veil, Nunns Park, Sundance, Alpine Loop, etc. will be heavily impacted by this development project. If it is allowed to go through, the peace and serenity of this canyon sanctuary will simply disappear all too quickly.

There are plenty of music venues in Utah – but there is only one Provo Canyon. There really is no place like it in the world. Because of that, let us preserve this canyon - not exploit it for the sake of economic gain for a handful of those that will benefit financially. The arts are extremely important and great venues contribute to an amazing experience – but Provo Canyon is absolutely not the place for a massive development project like this.

I urge you to please do all you can to oppose this project and help ensure it gets shut down. Help us preserve this amazing canyon – for us and for future generations.

Thank you very much!

John Moss

Angie Lee – May 28

Please don't ruin the accessibility of Provo canyon. The traffic problem alone would be enough reason to nix the idea. I love going up the canyon on at least a weekly basis for quiet time in nature with my family, not to mention using the canyon for private rafting and access to the Utah mountains. Please don't clog up the canyon with concertgoers. Let those of us that crave the quiet, natural beauty have a place to escape!

Please think very carefully about how negative this will impact our valley. There is no amount of money worth the price of paving Provo canyon. I'd rather have the gravel pit than the concert venue.

Angela Ricks – May 28

Hi, I just wanted to let you know I'm concerned about the proposed Provo Canyon outdoor stadium the Osmond's plan to build. That canyon does not always seem to have good traffic flow as of now. (Especially around the Vivian Park area. I do not think it could hold the traffic that a concert venue would bring in.

If this project moves forward, please consider doing something about the Provo canyon road to ease all of the traffic it would bring.

Thank you

Angela Ricks

Shirl Finch – May 29

Planning Commission and City Council,

Today I spoke with Shirl Finch (Orem resident) on the phone about the proposed amphitheater at the mouth of Provo Canyon.

His concerns:

- Will look like the Deer Valley East Village development across from Jordanelle
- The Deer Valley East Village has too many big buildings (hotel, houses, condos, retail, businesses)
- Doesn't want tall buildings visible from the road
- Wants the shooting range to stay where it is
- Concerned about the deer and elk that winter in that area

When I talked with him more, he said that he's okay if the amphitheater and associated buildings stay within the boundaries of the current gravel pit.

He suggests that the Planning Commission and City Council drive by the Deer Valley East Village development across from Jordanelle before making decisions on this proposed amphitheater.

Thank you

Brandon Barnes – May 29

My name is Brandon Barnes, and I would like to express my opposition to the proposed zone map amendment (Item #5 and #6) for the entertainment and hospitality development in Provo Canyon.

I want to be clear that this is not simply a proposal to redevelop an existing gravel pit. The narrative being presented suggests that a disturbed industrial site will be transformed into something more productive. However, the application before you goes far beyond the footprint of the existing gravel site, which is a mere 24 acres.

The developers are requesting that approximately 100 additional acres be rezoned to support this project. Those acres are not a gravel pit. They consist of foothills, open space, and recreational land currently enjoyed by residents and visitors. This proposal would convert land that belongs to the public realm into land serving a private commercial enterprise.

That distinction matters.

If a private landowner wishes to develop land already zoned and designated for that purpose, that is one discussion. What is being requested here is different. The public is being asked to surrender open space, recreational value, and the character of the canyon in order to facilitate a private profit-making venture.

I am also deeply concerned about transportation and public safety.

For comparison, Utah First Credit Union Amphitheatre occupies roughly 90 acres and is served by major multi-lane transportation corridors. Even with that infrastructure, traffic congestion before and after events is substantial.

This proposal contemplates a venue of similar scale at the entrance to a canyon served by a single four-lane highway that functions as a regional recreation corridor. Thousands of additional vehicles attempting to enter and exit a 20,000-seat venue through this bottleneck would create predictable congestion, safety concerns, emergency access challenges, and significant impacts on nearby communities and canyon users.

The question before the Council is not whether concerts are enjoyable or whether economic development is valuable. The question is whether this particular location is appropriate for a project of this scale.

Provo Canyon is one of the most iconic natural and recreational resources in Utah County. Once open space is rezoned and developed, it is effectively gone forever. Future generations will not have the opportunity to reclaim it.

I urge the Council to look beyond the gravel pit narrative and evaluate the full scope of what is being requested: the conversion of over 100 acres of open and recreational land, the introduction of a massive regional entertainment venue into a canyon environment, and the long-term impacts that decision will have on residents, recreation, transportation, and the character of the area.

Not every valuable piece of land must be converted into a commercial venture. Directly across the highway, Orem City has demonstrated another approach by preserving a similar property for public recreation and trail access. Decades from now, I believe residents will be far more grateful for protected open space than for additional parking lots and traffic congestion.

For those reasons, I respectfully ask you to deny the requested zone amendment. Thank you.

Denise McGuire – May 30

Please take your time in considering this new proposed development and zoning changes.

Right now, I am very much against a 20,000 person venue in Provo Canyon. It is too big. The impact on the ecology and resources would be devastating. I cannot even begin to imagine the nightmare that would be caused by traffic.

Please do not rush into this. The consequences will be dire and permanent.

Thank you,

Denise McGuire

Cassilynn Post – May 30

I would like to voice my concerns about the Vesper Development for the event amphitheater!

Have you considered what it will do to the wildlife?

Has there been a study done?

Have we looked into the migration of different wildlife and the impact it will cause?

Have you considered what the light pollution will do to that area?

How greatly will it disrupt the wildlife?

What are they going to do for parking?? Tuacahn only seats 2,500 The Maverick center seats 12,000 Both of which have many more streets to get you out of the area! Except both still take forever to leave.

At 20,000 seats I don't see how Provo Canyon can handle that without a major upgrade which would have to destroy more of the beautiful canyon.

The Real Salt Lake Stadium seats 20,000 and even Sandy can't handle it. If you have ever been you will know the pain. The stadium alone can't handle all the parking and you had to pay to park all over or walk a very long walk. People can ride the train and the buses. Provo canyon has none of this to even try to support an event center of this size.

With the parking infrastructure needed that will have to be more than is in any drawing they have shown.

How much more are they going to be cutting into the mountain to obtain this?

They keep saying they are going to bring back the beauty of the area, but that will do the opposite. The beauty of going into the mountains is the nature. If we keep adding more to it we will just keep destroying our beautiful surroundings.

Have we thought of in an emergency what would be the evacuation time?

Getting in and out of the canyon already has a bottleneck and I don't see how it could handle that kind of traffic.

Have we thought about the pollution from the cars on inversion days?

Has there been a study done about the effects of building in that area?

Sediment run off?

Floodplain alteration?

Erosion?

Aquifer contamination?

What will be the impact on the provo river water shed?

Has there been any studies done to show it can safely be built there?

I know it can be exciting to have something new close by but is it worth the trade off. Just because someone wants to build doesn't mean it's a great idea.

I mean look at west provo the warehouses being built look awful! Completely have taken away from the beauty of the river trail. It also cut down a ton of trees which was a habitat to so many different wildlife in the area.

We really need to start thinking about what the impact will be for the future generations. Do we really want our future to be a real life Walle situation? I feel at some point we have to protect the land the God gave us!

I hope you really consider all of this,

Scott Ferrin – May 30

This is old thinking. We need no more major development in the canyon and no more traffic congestion at its mouth and the owners and developers are not reputable and their communication is not honest and credible. I'm very opposed. Get out of the business of upzoning land for developers. Please grow up and more sophisticated in planning Provo.

Scott Ferrin, Esq.

Tamela Blake – May 31

I would like to share my thoughts on this proposed project.

I feel that the current site proposed for this huge development poses many risks to our community. First the size of the project is way too large for the canyon and the safety for all travels in the canyon. Even with the proposed bridge and access at the site the huge increase in cars on the hwy would be so dangerous.

Also the size of parking for a venue this large would make environmentally damage the area.

The zoning change that would be required for this project only increases developers interest in using up our limited lands in the canyon. And where do they stop.

The hotel and restaurants and shops proposed are unnecessary. There are plenty of restaurants and shopping 5 minutes from this location in already zoned areas.

The current BST trail goes through this area and proposal to put land into protected space is always more of a mask to give developers allowance to build what they want. Don't be fooled. Usually the land protected is land that could not be developed anyways.

Please do not approve this project!

If they wanted to create a Tuacahn feeling with a theater seating 2400 and no hotels that would feel way better than this huge project!

The cost to us environmentally is too great for something of this size. Stop the nonsense! And I don't care if it has the Osmond name behind it.

You will never be able to get this land back.

Tamela Blake

Provo Resident

Willie Holdman – May 31

My name is Willie Holdman. I'm a professional nature and landscape photographer here in Utah. Many city governments, including Provo, have used my work over the years for various media outlets. I grew up at the base of slate canyon in South Provo, then moved to North orem in 1978. I was thrilled to see a conservation easement set in place by Provo City for the foothills near my old stomping grounds. I've spent many a days hiking up that canyon as a kid and riding my bike in its foothills. As we grow as a city it's paramount we Preserve such places where one can escape into nature to get rejuvenated. Now let's turn our attention to Provo Canyon and the Vesper application for a zone change.

On the county map, it shows Provo Canyon Mining Company owns 24.12 acres.

Vesper proposes 110 acre. Does this mean Provo City will sell or give away land that is zoned Open space, preservation, and recreation? It seems to be bordered by Provo City land and Forest land on all sides.

The vesper website says it will restore 110 acres. But the gravel pit only contains 24 acres.

Restoration means to restore it back the way it was. Plant native plants and trees that were there before the mining operations took place, not to replace it with a commercial venue that creates a permanent eye sore from miles away including from the 189 highway. We all know this will be a traffic nightmare! The highway is backed up past Timpanogos park on a summer's afternoon as it is. You don't even see or notice the gravel pit from the road. The Vesper website says Stewardship: "We treat the land as a legacy to restore, preserve, and honor". The land needs to be restored as it was, and preserved after it is restored to its original condition.

How can there be 20 miles of new nature trails on 110 acres? Who wants nature trails around a shopping center?

8,000 indoor seating, 20,000 outdoor seating. The SLC airport has about 6600 parking spaces. Let's say there are 2 people per car coming to a concert. That's 10,000 parking spaces. That's 65-80 acres as a surface lot, or 15-25 in a multi-level structure.

Everyone knows where the mouth of Provo Canyon is. It's when you drive through the steep limestone cliffs. The proposed shopping center and amphitheater is far removed from its peers. This is the gateway to nature. It's where people escape the city, commercialism, concrete, man made structures, and head to a park with trees, fishing the provo river, riding their bikes along the bike path, visiting bridal veil falls, photographing the natural wonders that make up the canyon. It IS NOT a place for another shopping center and concert hall, which are the exact things people go up the canyon to get away from. Don't Vegas our canyon.

Bryan Bayles proposes a zone change from A1.5) Agricultural, PF (Public Facilities), and OSPR (Open Space, Preservation and Recreation) Zones to the SC3 (Regional Shopping Center) Zone for approximately 100.7 acres. The vesper website states 50 acres will be in a conservation easement. How is this possible when they are asking to rezone 100.7 acres when the project seems to be 110 acres? Why not just ask to put 60 into this SC3 zone?

Looking on the county map, I see the provo mining company owns 24.12 acres. The rest is PUBLIC LAND, zoned for open space, preservation and recreation. These are our lands to enjoy open space and outdoor recreation. It would not be right to sell OUR land to a private party so they can develop it for a pay to play experience.

I, as many others, grew up taking my family on bike rides, rafting trips, sightseeing park visits, etc up the canyon. There is already entertainment here, just of a different type than what Vesper proposes. build it in the city!

I suggest Provo City buy the 24 acres from the Provo Mining Company, and put in a park similar to canyon glen or nuns park. Keep Provo Canyon, named after the city you all work for, in a natural state where families can recreate and make memories together as they spend time in nature away from shopping centers and pay to play models. In other words, keep the city in the city and out of our mountains and natural retreats. It truly is an escape from such. Don't change the zoning to SC3, (Regional Shopping Center). There is a reason Provo City has a general plan and zoning laws in place. It's to stop out of place developments such as this that do not belong in the existing zones. Lets not open the door for development in our canyon, the peoples sanctuary.

Willie

Julie Hollingworth – May 31

To whom it may concern;

As a resident in North Edgemont I am concerned about the proposed Vesper Development project. It is to big to handle the current infrastructure and would cause serious traffic problems in that area!

The Amphitheatre itself is too big. Tuacahn seats 2400

BYU Marriott center seats 20000

This new proposal is for 20000 seats. They are also proposing large parking structures, hotels, restaurants, condos. All of which would come out at the same very small space requiring traffic lights and other changes not fitting to the area. Development in this area should go west not into our beautiful canyon! We don't want more development there. We have said it over and over and do not want rezoning to happen or the high density development will never stop. Please do not let this item pass!

Thank you,

Julie Hollingworth

Karen Todd – June 1

I'm writing to say that I oppose this new development proposal in Provo Canyon for the following reasons:

- It will increase traffic congestion on an already narrow and often dangerous road.
- It will have a negative impact on the natural beauty of the canyon, which is one of the most valuable aspects of the canyon and of living in this area.
- It will have a negative impact on wildlife in the area.
- It will create more pollution from increased traffic. Utah Valley already has the worst air in the nation every winter; we don't need more traffic.
- It will show that Provo government really values money for the already wealthy more than a good quality of life for all current residents. This gap is part of what's ruining our entire country right now. The wealthy should not be the only ones who have the power to make decisions like this. The will of the people must be considered.
- If we must have a huge facility like this amphitheatre, build it somewhere else. The beautiful mountains here are for hiking, skiing, and other low-impact recreation, not for huge commercial ventures.

Please do not allow the wealthy to ruin one of our best natural resources and lower the quality of life for all who live in this area.

Phyllis Todd

Long-time resident of Provo 84604

Debra Biser – June 1

Hello Provo City Leadership,

I want to share some concerns about the proposed Vesper development in Provo Canyon. My initial reaction based on the initial proposal and location is that a much smaller venue would be more appropriate.

Before this project moves forward, I hope it receives a thorough review of its potential impacts on traffic, the environment, and taxpayers. The canyon already sees heavy traffic and it's important to understand how a development of this size would affect congestion, safety, and access.

I also think there should be a clear understanding of any public costs tied to infrastructure, services, or ongoing maintenance so taxpayers aren't left covering expenses that weren't fully considered upfront.

I'm not necessarily opposed to development, but I believe a project of this scale should be carefully vetted and its long-term impacts (Will they want to expand in the future? Will it cut off access to nearby trails? Etc.) fully understood before any decisions are made.

Thank you for your time.

Debra Biser

Provo Resident

Riley Tucker – June 1

To whom it may concern,

Leave the canyon how it is, the last thing anyone wants is more traffic and congestion in Provo Canyon. These developers who claim they are restoring its natural beauty are absolute crooks. This project would ruin the canyon.

LEAVE IT ALONE. PLEASE DO NOT LET THIS PASS.

Amber Benson – June 1

Please vote no to redistrict the area in Provo canyon proposed for a shopping district. We have many shopping districts in Orem and Provo that are underutilized. We even have great arts/production venues close by that are underutilized. The new play theater The Ruth in Pleasant Grove is not to capacity yet. Rarely do I see overcrowding at the Riverwoods, very close to the mouth of the canyon. I grew up just north of 800 North and now live just off of 400 South in Orem. 800 North is becoming filled with traffic many hours of the day. It takes twice as long to get through the heart of Orem as it did when I was a teenager. How will Orem roads be able to sustain the traffic that the vesper venue will ensure? Will you be widening 800 North, losing valuable businesses and already shrunken home lots? I love a great concert as much as the next person. But this location is not wanted by me or my family. Not in this location. I go to the canyon for quite and the absence of cement. Not the opposite. Please vote no.

Thank you.

Amber Benson

Resident of Orem

Elliott Nelson – June 1

Thank you for your service to our community.

My wife and I heard about the Vesper Amphitheater and want to understand more about the scope and impact of this project. We will attend the meeting this evening at 5:30 at City Hall to learn more.

At first glance, I am surprised that Provo City is opening up public land inside Provo Canyon for development. Since we moved here a few years ago, I bike 4-5x a week up Provo Canyon, often up to the end of South Fork. We take our grandkids up that Canyon and go on hikes and walks there. It's amazing to have such a beautiful natural space being preserved for all. I'm happy that for now we have decided to preserve these lands and keep development in the valleys, as they could so easily be overrun by development.

This project is being billed as a "Restoration Project" creating the Crown Jewel of Provo Canyon. An 'Amphitheater in an old gravel pit' that 'honors our mountains'.

Provo Canyon does not need 'restoring' and development is not an improvement on Mother Nature.

Upon closer examination, the project is 100 acres - 10x the footprint of the Marriott Center and its parking lots.

So what are the other 90 acres going for? That is why I want to attend the hearing. We hear of a 'regional shopping center' and 'resort-style villas'. Sounds like a high-end residential area with upscale shops. And who wouldn't want to live with that view of Timp up in the trees?

In reality, the Wasatch Mountains are a very thin row of mountains that are quite fragile in terms of snowpack, water and vegetation. We need to do all we can to preserve these canyons which in reality, are the reason WHY we live here.

As such, I am opposed to ANY development of our canyon. And I am saddened that the Osmonds choose to leave this as their legacy.

Of course, at this point, I know only the information that is offered to the public.

If granted time tonight, I would like to ask the following questions:

The Osmonds & Bryan Bayles are asking for 100 acres to be re-zoned for Commercial development INSIDE Provo Canyon. 100 acres is 10x more than what is needed for an amphitheater of this size – this project spreads FAR beyond the narrative of 'Rehabilitating a gravel pit' and spills over to both sides of the road to Khyv Peak. Next time you go up Provo Canyon – look to your right up the vast forested valley and imagine homes and 'resort-style villas' on the right half of that valley.

I have a few questions about the size & scope of this development, and the traffic & environmental impact on what is now very pristine public land:

- What is the specific Master Plan for development of these 100 acres? By comparison, the Marriott Center with parking is under 10 acres. What are the other 90 acres for?
- Is Provo City now saying that Provo Canyon, Vivian Park and South Fork are up for grabs by Developers?
- Do we really need a 'Regional Shopping Center' inside our canyon? Where does this stop??
- Do we really need another entertainment venue more than the joy we derive from our beautiful natural surroundings?
- What is the plan for traffic management during events? This canyon is already packed at rush hour and dangerous for anyone trying to enter/exit Hwy 189.
- What will developers do to mitigate the heat from deforestation and blacktop paving of large surface areas? How much water will this development use?
- How is this project being funded? How much is public funding and what is our ROI vs. what developers receive?

If the Osmonds truly wanted to 'honor these mountains', wouldn't the best course of action be preservation - like Robert Redford did with Sundance vs. 'developing' it for vast personal gain?

This is not simply about placing an amphitheater in a gravel pit. Provo Canyon does not need this 100 acres of commercial Real Estate development. We need to preserve our canyon for future generations.

Thank you for listening to my viewpoint.

Kind regards,

Elliott

Todd Franks – June 1

Hi Sharon, it was good to see you on Saturday at Angela's. Here are some questions I have ahead of tonight's neighborhood meeting.

Thanks!

Todd

1. It seems like this is moving quickly. Is this proposed development getting a fast track toward approval and possibly skipping key process steps?
2. What is the typical process for a proposed development of this scope and size? Are there standard required studies that must be done before any planning commission or city council hearings are held such as traffic impact, parking requirements for a venue of this size,

environmental impact, economic impact, geo tech analysis, infrastructure (such as sewer, water, power) sound & light pollution, etc.?

3. If so, has the developer completed these studies and where are the results? Have they been vetted for accuracy by expert neutral reviewers?

4. Even though this proposed development falls within Provo's jurisdiction, it's really more than a "Provo" issue. It will affect parts of Provo Canyon that are in Orem's boundaries, fall under Utah County areas, and likely Forest Service or BLM land. Is the proper process being followed for all entities?

5. Additionally, it's not just a "Provo" issue because Provo Canyon is used and enjoyed by people from all over the state, especially the two most populous counties — Utah County and Salt Lake County. Are these Utah residents being given an opportunity to weigh in on an issue that affects them as well?

6. Why has there been no public hearing on this yet, especially considering its potential impact on a treasured local natural resource?

7. What is the current zoning for this parcel and what does that allow for?

8. What do the developers want it to be rezoned to, and what would that allow both now and in the future should the current plans change or the parcel get sold to another developer?

9. Is this parcel currently in Provo City boundaries, or does Provo plan to annex it? If they are planning on annexing, why the change in position since Provo City stated a year ago that they had no desire to annex that parcel because of the infrastructure difficulties it presents?

10. North Provo is currently at maximum sewer capacity. How will this proposed development impact this current problem? Will it create possible sewer backups down the line, and would Provo City would be legally liable for damages caused by those backups?

11. How will this proposed development affect nearby hiking trails, biking trails, parks including Canyon View and Timpanogos parks that are literally across the street from this site? Will families, hikers, mountain bikers, anglers, etc. looking for a pleasant evening in beautiful Provo Canyon be bombarded by concert music all summer long and sit in hour-long traffic lines before they can get out of the canyon?

12. Bridal Veil Falls has been designated as a state monument, and the intention of the state legislature and Utah residents is to protect and preserve Provo Canyon as well as all of Utah's beautiful canyons. Does this proposed development meet the letter and spirit of the guidelines defined in Utah's canyon protection plan?

Talon Patten – June 1

Dear Members of the City Council and Planning Commission,

I am writing to express my concerns regarding the proposed Vesper Amphitheater development at the mouth of Provo Canyon.

While I understand the desire to redevelop the existing gravel pit site, I believe this project raises serious questions about traffic, noise, environmental impacts, watershed protection, commercialization of the canyon, and the long term character of one of Utah County's most important recreational areas.

My first concern is traffic. I work at BYU and regularly experience the effects of large events on local transportation. Even events with attendance around 5,000 people can create severe congestion for hours before and after an event. The difference is that BYU and central Provo have an extensive network of roads and alternate routes that allow traffic to disperse in multiple directions.

Provo Canyon does not have that advantage.

The canyon effectively operates on a single road corridor. A venue designed for 20,000 attendees could potentially generate thousands of vehicles arriving and departing within a relatively short period of time. If traffic becomes gridlocked, there are very few alternative routes available. I am concerned that residents, emergency services, recreation users, and visitors could all be negatively impacted by recurring congestion during concert events.

As for the residents that live in the canyon, and the residents that live on both sides of the canyon like Orem and Provo and Heber, I don't see how they will be able to make it home during these hours of activity.

My second concern is noise.

I currently live in Springdell, and despite being nearly a mile from the gun range, it is common to hear gunshots echoing through the canyon, particularly during quiet evening hours. If a few shotgun blasts can be heard at that distance, it is reasonable to ask how far amplified concert sound carrying tens of thousands of watts of audio equipment will travel.

Provo Canyon is valued because it provides an escape from the city. Many people visit the canyon for hiking, biking, camping, fishing, wildlife viewing, and simply enjoying a natural environment. Introducing large-scale concert noise into the canyon environment seems fundamentally incompatible with those uses.

The issue of noise in recreational landscapes is not a new one. National parks such as the Grand Canyon have spent decades addressing concerns over noise pollution because visitors value natural quiet. I question whether Utah County should knowingly create a similar conflict in one of its most heavily used recreation corridors.

I am also concerned about the watershed implications of the broader development plan.

The project materials discuss hotels, cafes, restaurants, retail spaces, and other commercial development. Given the importance of Provo Canyon as a watershed area, I believe the public deserves detailed answers regarding water quality protection, runoff management, stormwater infrastructure, and long-term environmental impacts.

Parking is another major concern.

A 20,000-seat venue requires a tremendous amount of parking. Even conservative estimates suggest thousands of vehicles would need to be accommodated. That means large areas of pavement, parking lots, access roads, lighting, and associated infrastructure. I worry that what is currently a natural canyon entrance will gradually be transformed into a sea of asphalt.

Beyond the immediate project, I am concerned about the precedent this development could establish.

If one developer is allowed to build hotels, restaurants, retail spaces, and entertainment venues in the canyon, what prevents future developments from requesting similar treatment? What begins as one project could gradually lead to further commercialization of the canyon.

Many residents have watched places such as Park City become increasingly dominated by tourism oriented development, rising costs, and private interests. I worry that Provo Canyon could begin moving in the same direction. This canyon should remain a place that is accessible and enjoyable for everyone, not just those who can afford expensive lodging, entertainment, or commercial recreation.

I am also troubled by the accuracy of the project's public renderings. Some renderings appear to misrepresent the size, scale, or alignment of existing roads and surrounding features. If the public is being asked to evaluate a project of this magnitude, the materials presented should accurately reflect existing conditions. If basic elements are not represented correctly, it raises concerns about what other impacts may be underestimated or overlooked.

I believe there are better alternatives for this site.

If redevelopment is desired, I would encourage consideration of a more limited project focused on public recreation and open space rather than large-scale commercial development. For example:

- Eliminate the proposed hotels, retail spaces, and shopping areas.
- Preserve as much open space as possible.
- Create public parks similar to Timpanogos Park.
- Develop trail connections and recreational amenities.
- Consider mountain biking facilities, outdoor recreation infrastructure, or other low-impact uses.
- If an amphitheater is pursued, significantly reduce its scale and separate it from extensive commercial development.

Provo Canyon is one of Utah County's greatest natural assets. Decisions made today will shape the canyon for generations. I respectfully ask that city leaders carefully consider whether a 20,000-seat entertainment complex, combined with hotels, retail development, and extensive parking infrastructure, is truly consistent with the character, environmental value, and recreational purpose of the canyon.

Most importantly, once a natural resource like this is gone, it is gone forever. Think of all the natural wonders of the world that have disappeared, never to come back again, due to the greed of humans. Don't be on the wrong side of history on this subject.

Thank you for your time and consideration.

Sincerely,

FREDERICK TALON PATTEN

Sandy Tidwell – June 1

Provo Planning Commission & Provo City Council,

RE: Vespers Amphitheatre concerns

Our primary concern about the Vespers Amphitheatre Project is about traffic. An engineer, after the meeting, explained how the egress from the venue would happen. However, people wanting to go the other direction, up to Heber, would have to cross traffic. Right now, the egress from KYHV Peak Road, Springdell Circle, Nun's Park/Bridal veil Falls Trail and Picnic Area & Vivian Park is ok for people heading north, but it is very dangerous for people wanting to go back to Provo as they have to cross speeding traffic coming from the opposite direction and have to merge into speeding traffic already headed to Provo. This is already a traffic challenge. With added traffic from this venue and even during the construction of such a facility, would be a huge safety concern.

At the meeting, the Vespers people explained that the proposed venue would attract from 5-8,000 people for most events and a few times a year would attract up to 20,000 people! With one road leading in and one out, it would be a traffic congestion nightmare to move that many people and their cars up to the venue and home again.

We are in favor of the city funding restoration of the part of the gravel pit area that belongs to Provo City.

Richard & Sandy Tidwell

Provo Edgemont

Scott Sorensen – June 2

Dear Provo Planning Commission and City Council Members,

My name is Scott Sorensen, and I Live near the mouth of Provo Canyon. I am writing to formally express my opposition to the proposed Vesper Amphitheater project.

While I appreciate the economic vision behind this project, I am deeply concerned about its traffic impact. U.S. 189 at the mouth of Provo Canyon is already a heavily congested corridor, and a 20,000-seat venue would generate traffic volumes that the current road infrastructure simply cannot accommodate. The result would be severe and chronic disruption to canyon access for the thousands of residents, commuters, and recreationists who rely on that route daily.

I urge the Planning Commission and City Council to carefully evaluate whether adequate traffic mitigation is feasible before approving any rezoning or general plan amendments for this development. In the absence of a credible and fully funded traffic solution, I ask that you deny approval of this project.

Thank you for your time and public service.

Sincerely,

Scott Sorensen

Provo, Utah

Sharon Hiatt – June 2

I oppose making the mouth of Provo Canyon into an entertainment venue. This proposal would cheapen the natural look and create traffic congestion that would then call for tax dollars to build more roads at a choke point there at the mouth of the canyon. Don't try to make Provo Canyon into Branson.

Dan Moss – June 2

To the Provo City Mayor, City Council, and Utah County Commissioner,

I am writing to express my strong opposition to the proposed Vesper Amphitheatre development in Provo Canyon.

I understand that the site has previously been used as a gravel pit, and I support thoughtful efforts to reclaim and improve disturbed land. However, a large entertainment venue that could bring thousands of people, vehicles, lights, and noise into the canyon is not restoration. It is a major development project in one of the most sensitive and beloved natural areas in our community.

Provo Canyon is already a constrained transportation corridor. Adding a venue of this size raises serious concerns about traffic congestion, public safety, emergency access, parking, evacuation, and the potential need for expensive road and infrastructure improvements. Before any approval is given, the city should require a full traffic impact analysis, including event-night

congestion, winter conditions, emergency response, downstream bottlenecks, and who would pay for any required improvements.

I am also deeply concerned about the environmental impacts. Provo Canyon is an important recreation area, wildlife corridor, watershed, and natural refuge. A development of this scale could affect wildlife movement, increase vehicle-wildlife collisions, harm dark-sky conditions, create noise that carries through the canyon, and increase runoff, erosion, and pollution risks near the Provo River watershed. These impacts should not be minimized or rushed through.

The public deserves a meaningful voice in any decision that would permanently change Provo Canyon. This canyon belongs to the broader community, and decisions about its future should prioritize long-term public safety, environmental protection, recreation access, and responsible stewardship over private entertainment development.

I respectfully ask Provo City to oppose this proposal unless and until these serious concerns are fully studied, publicly reviewed, and satisfactorily addressed. In my view, this land would be better suited for lower-impact reclamation, habitat restoration, open-use recreation, or wildlife connectivity improvements rather than a large amphitheatre that could create permanent and recurring impacts on the canyon.

Thank you for your time and service to our community.

Sincerely,

Dan Moss

Elliott Nelson – June 2

Greetings,

Thank you for your service to our community.

The meeting last evening with the City Council and Bryan Bayles was very informative. I appreciate the process the city goes through to listen to all sides. I came away with some helpful new insights and changed my thinking on some issues. The value of such a forum is that so many different aspects of a project like this are brought to the surface and we get to hear many different views of how people value this land – more on that later.

For me, two things stood out from Mr. Bayles' presentation:

1. The size of this project – a 20,000 seat amphitheater was pitched as the only way to make this a viable project and repurpose the gravel pit. Despite many raising the examples of Red Rocks, Tuacahn and other venues with great outdoor experience (more intimate), the developers say that Vesper only works if it has a 20K capacity. And certain artists will only play a venue that size. More thought needs to go into what kind of experience we want and whether there might be different options for size. The 'size urgency' seems pressured. And if their finances are dependent on that condition, the project seems less tenable.

2. The project is not realistic in how it addresses additional traffic flow and safety on Hwy 189 or parking for events of different sizes. This highway is already crowded and dangerous and the venue sits between 2 blind curves. And it is a major throughway to Heber, Park City and beyond. Bayles went from saying they would have mostly small events to saying they would pack it full as often as possible. And where to put parking and the ingress and egress for 8,000 spaces was never fully addressed.

I came to the meeting hoping to hear how problems are being addressed to gain confidence in the development team. I wanted to give this project a chance. I felt Bayles pandered somewhat to the audience – by bringing up the kind of care they would take to the site and general categories of problems – but then saying essentially that we need to ‘trust them’ to do the right thing.

The site images shared seemed unrealistic. We saw a site map overlay on the gravel pit and an artists’ conception that both showed around 500 parking spaces whereas according to the plan, there will be at least 8,000 spaces. There was talk of a parking structure partially underground, but this raises questions about cost and feasibility given the rock and groundwater issues.

Here is where I feel we need more details on how it would look & operate and perhaps some working models of the site:

Parking for 8,000 spaces takes up 55-65 acres. Parking garages of this size are found at major US airports ([link](#)) and theme parks like Disney and Universal. DFW has a garage holding 8,100 cars that is 8 levels spread over approx. 9 acres. What is the size of the parking structure this site needs at a minimum to accommodate 8,000 cars? The 5-level parking garage at SLC holds 3,600 cars and is 900 feet long.

The key difference between structures of a similar size and the proposed parking structure for Vesper is that these airport facilities fill and empty one car at a time over a day – a trickle of cars. And they make money 24-7. Whereas Vesper guests would want to enter or leave as quickly as possible, and the structure would only be able to charge when a concert came along. Imagine how long it would take SLC or DFW garages to empty if everyone were asked to leave at the same time! What level of traffic control manning this garage would be required to expedite filling and emptying for large events?

How would a structure of that size fit on this property and how would the financials work if it were empty most of the time? Would we want a garage of this size at this site in Provo Canyon?

Does it make sense to have that much parking for the limited number of events that would require it? This gets back to the ‘size urgency’. There are several important financial and environmental questions around this issue to be resolved before the project is viable.

I’m an ardent conservationist. I want to see Provo Canyon preserved. But I am also pragmatic and if this project is what the city wants to do, these issues would have to be resolved before any change in zoning is granted. I feel the developers are pushing this as a big sales job and asking us to take their expertise on ‘faith’.

There is one unifying reason why so many people came last night opposed to this project: this canyon, like all our mountain environs – is why we live here and indeed what makes life possible in this valley. It is the source of our water supply, it provides a close-by refuge of cool and shade in the summer. We can get to skiing in 20 minutes in the winter.

Our ‘crown jewels’ are already there and the hand of man cannot ‘restore’ it or make it better than what it is. Once we start developing inside the canyon at scale, we cannot reclaim that treasure. Maybe Provo and this valley do need a venue of this size and the revenue it brings, but why does it need to be inside Provo Canyon, especially given these complex, unanswered questions?

Thank you for your consideration of these thoughts & questions.

Best regards,

Elliott

Provo

Michael McClellan – June 2

Dear people who can truly make a difference,

PLEASE do NOT allow the land use zoning change for the Vesper project at the mouth of Provo Canyon. I understand that the land use is coming to a close as a mine/quarry. However a large million or billion dollar amphitheatre does not serve the general plan. Please do not allow a development that would incrementally worsen traffic patterns at an already horribly busy intersection of the valley.

Also a development that would take much of natural, although disturbed land, and converting it into a paved/developed area isn't compatible with adjacent land uses. This type of development would distract from the natural scenic amenities that all the surrounding land uses currently benefit from. The vast majority of surrounding land uses are recreation and preservation areas.

A theatre isn't a needed amenity in this area of the valley. There is already Sundance theatre just up the canyon as well as the Hale center Theatre in Pleasant Grove. The surrounding university sports arenas also serve as amenities for large gatherings we don't need another large gathering spot in this corner of the valley.

Again, Please do not allow this general plan ammendment, land use change or zoning change. This is not what Utah valley needs

Sincerely,

Mike McClellan,

Local recreator and huge supporter of the arts, just not in this proposed development.

Carol Heineman – June 2

Hello,

I attended the meeting on the Vesper Proposal yesterday by way of Zoom. There were many well thought out, legitimate, researched and articulate comments made objecting to this huge Entertainment Proposal at the mouth of Provo Canyon. I agree wholeheartedly with those objections and concerns. They are so very real and relevant that I am surprised that:

1. The owners of the gravel pit agreed to sell the property for the Osmond Entertainment Proposal. Is it all about money, profit, fame, power, status, influence, ego...? Who are the owners of this gravel pit? Did they not take into consideration all the realistic logistics of such a ridiculous proposal? Why were they not at the hearing or speak about the proposed purchase?
2. How is it that the city of Provo can not see before thousands or millions of dollars are spent on this Entertainment Proposal's feasibility that this is not in the best interest or logical and practical use of the land, due to traffic congestion, safety of congested crowds, noise pollution, light pollution and wilderness protection?

For these reasons and others, the vast majority of people don't want this huge Entertainment Venue desecrating Provo Canyon's Pristine Nature.

Why even give the Osmond Proposal any consideration when it should have been stopped in its tracks before it even got to a public hearing? Listening to Donny Osmond's televised comments regarding the announcement of the Vesper Entertainment Center he stated that, "there were many hurdles and obstacles they had to overcome to get this project launched for the public announcement". What were those hurdles and obstacles? Was there some wheeling and dealing that was premature or unethical to get this project to this point? Why didn't David or Donny Osmond speak at the hearing since it was their Entertainment Proposal? If this Entertainment Proposal continues to go forward I believe there will be more wheeling and dealing "behind closed doors" (unethical practices) to push this project forward. Maybe more than unethical, maybe even fraud!

But if nothing else, there will be a total disregard for what the People of North Provo and surrounding communities want for reasons stated above in #1.

Now a comment about it being zoned as a "shopping center"? That is even more ridiculous! We don't need another shopping center!! Riverwoods struggles to stay vibrant. It almost went under in recent years due to lack of people interested in spending money at a high end shopping center. Provo Mall is on life support as a shopping center and is struggling to stay alive due to changing spending habits of the general public.

Also, about Riverwoods: when they have events at their facilities it is loud and obnoxious to the neighborhoods all around. Even miles away neighbors are affected by their noise pollution. What happened to the Orem noise pollution ordinance? Will Provo ignore such ordinances if passed?

FYI: When Provo has their 5K ... runs that starts at Canyon Crest Elementary School Early Saturday morning, they have obnoxious loud music and bullhorns blasting not taking into consideration the neighbors or pets in the immediate area that are offended by such a rude disturbance of peace.

If I can get any of my above questions addressed and answered it would help continue the dialog that needs to be discussed and resolved.

Thank you for your consideration.

Carol Heineman

Brandon Barnes – June 2

I am writing to urge you to oppose the proposed rezoning associated with the planned amphitheater development in Provo Canyon. Before looking at site plans, traffic studies, or economic projections, I would ask you to do something much simpler:

Drive up Squaw Peak Road (now Kyhv) and stop near the first crest where the view opens to the west. Or hike the Bonneville Shoreline Trail above the site. Take a moment to look across those foothills and open space. Then imagine them gone, or at best heavily distorted. Not the 24-acre gravel pit. Most people can agree that disturbed industrial land should be improved and put to better use. Imagine everything surrounding it.

Imagine roads cut into the hillsides. Imagine acres of parking. Imagine lighting, fencing, utility infrastructure, traffic controls, and all of the other elements required to support a venue designed for 20,000 people, along with the proposed hospitality and commercial development. Because that is the reality of what a project of this scale requires.

The gravel pit itself is only 24 acres. Yet the proposal seeks to rezone approximately 100 acres of land. More than 75 percent of the land involved in this project is not the gravel pit. It is open space, foothills, and recreational land. That distinction matters. The public discussion has focused heavily on the redevelopment of a gravel pit, but a 20,000 seat amphitheater, hotel villas, restaurants and shopping are not a 24 acre project. They cannot be.

For comparison, UFCU Amphitheatre (formerly USANA) in West Valley accommodates approximately 25,000 guests. The venue occupies a massive developed site and is surrounded by extensive parking. Roughly 50 acres of that property are dedicated to parking alone. Even with major transportation infrastructure, including multiple arterial roadways and direct regional access, traffic entering and leaving events is typically frustrating and time-consuming.

Now imagine attempting to accommodate nearly the same number of guests at the entrance to Provo Canyon. Not in the middle of an urban commercial district. Not adjacent to multiple four and six-lane roadways. At a canyon bottleneck served primarily by a highway with only two lanes in each direction. The transportation challenge seems obvious. More importantly, the physical footprint required to support that number of attendees has to go somewhere.

Another comparison worth considering is Tuacahn in St. George. Tuacahn sits on just about 20 acres, including its amphitheater and parking areas, and accommodates roughly 2,500 guests. It is a destination venue that fits the scale and character of its surroundings. This proposal seeks to place a venue roughly eight times larger in one of the most scenic and heavily used recreational gateways in Utah County.

I am not opposed to improving the gravel pit parcel. If private owners wish to purchase and develop that land, there are many possibilities that could fit within its footprint while respecting the character of the canyon. What I struggle to understand is why a 24 acre gravel pit requires 100 acres of rezoning and development.

Across the highway, Orem City has demonstrated a different vision. Similar canyon-adjacent land has been preserved for recreation, trail access, and public enjoyment. Those decisions continue to benefit residents every day.

As a Planning Commission member, you are not simply deciding whether an amphitheater should be built. You are deciding whether more than 100 acres of open space, foothills, and recreational land should be converted to support a private commercial venture. Once these foothills are developed, they will never return to what they are today.

I respectfully ask that you look beyond the renderings and marketing materials and focus on the long-term consequences of this rezoning request.

Please vote no.

Thank you for your time and consideration.

Sincerely,

A Very Concerned Resident

Brandon Barnes

Emma Morrison – June 3

Dear Provo City Leadership,

I am writing to submit a public comment regarding the proposed Vesper Amphitheater applications at 6622 US-189.

From Provo City's own public materials, I understand that this project is not yet approved and that it requires both General Plan and Zone Map amendments before it could proceed. I also understand that the City has identified unresolved issues related to traffic mitigation, infrastructure, sound, environmental effects, and lighting.

My concern is that these unresolved issues are not minor details and instead go to the heart of whether this location is appropriate for a project of this scale. Public reporting indicates that the current land-use designations and zoning include agriculture, public facilities, and open

space/preservation/recreation, while the applicant is seeking commercial land-use and SC3 Regional Shopping Center zoning for entertainment and hospitality uses.

Because this request would materially change the long-term land-use framework for the mouth of Provo Canyon, I respectfully ask the City to apply a very high standard of scrutiny before recommending or approving any amendment. In particular, I ask the City to require clear, public, and technically supported analyses of:

- traffic circulation, queuing, parking, and emergency access
- infrastructure and public-service demands
- sound, lighting, and visual impacts
- environmental impacts on the canyon recreation experience and surrounding natural resources
- whether the proposed rezoning is consistent with Provo's adopted planning goals for open space, recreation, scenic enjoyment, and long-term public benefit.

After living in Provo for seven years, frequently visiting family who still live there, frequently visiting for outdoor recreation, and conducting small geology field trips in Provo Canyon, I feel personally invested in the outcome of this project and the future of Provo as a whole. I recognize the desire for projects that can positively impact the community; however, in this case, I do not believe the mouth of Provo Canyon is an appropriate location.

Thank you for considering my comment and for your continued service to the Provo community.

Sincerely,

Emma Morrison

Abigail Morrison – June 3

Dear Provo City Leadership,

I am writing to submit a public comment regarding the proposed Vesper Amphitheater applications at 6622 US-189.

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- traffic circulation, queuing, parking, and emergency access
- infrastructure and public-service demands
- sound, lighting, and visual impacts
- environmental impacts on the canyon recreation experience and surrounding natural resources
- whether the proposed rezoning is consistent with Provo's adopted planning goals for open space, recreation, scenic enjoyment, and long-term public benefit.

After living in Provo for most of my adult life and owning a home in the heart of this city, I feel personally invested in the outcome of this project. It would greatly affect access to one of our most beautiful natural assets on a road that already groans from the weight of the increasing traffic up Provo Canyon. I would ask that public leaders not fall into a potential trap of spending public funds (again, I feel this personally as one who pays taxes in this city) to subsidise the vision of wealthy individuals and developers in a guise that promises to increase the city general fund. Your duty is to the public -- we matter. I don't want my taxes to fund the necessary road work and traffic mitigation this proposed project will surely require. I recognize the desire for projects that can positively impact the community; however, in this case, I do not believe the mouth of Provo Canyon is an appropriate location as it will increase traffic where there is lacking infrastructure, hinder access to the canyon, and create safety issues for citizens.

Thank you for considering my comment and for your continued service to the Provo community.

Sincerely,

Abigail Morrison

Amy Bates – June 3

My name is Amy Bates. I am a wife, mother of 7, former educator, person of faith, and a concerned citizen. I'm emailing regarding the proposed Vesper Amphitheater. From the things I have read, it sounds like the development group and Provo City have the best interests of the area, the wildlife, and the citizens involved in mind. I wanted to email to make my thoughts and feelings known as a citizen of Provo, as the rezoning request is being considered and as any process beyond that occurs.

I have concerns about the location and its geological suitability to host such a large development. The size alone does not seem appropriate for Provo Canyon. A 20,000-seat amphitheater, hotel, surrounding buildings, shops for fast food, memorabilia, and parking (both underground and surface level) will take away from the natural beauty and purposes the people of Utah Valley have come to know and love Provo Canyon for. I've been to Tuachan many times, and I would support more of a Tuachan approach to a venue that complements the area instead of detracts from or overwhelms it. I've lived in Provo for 27 out of the last 29 years. We have visited Provo Canyon more times than I can count. I don't want it to become another Sundance-type location. That brings me to my next concern: the need for a venue so similar to others (BYU, Covey, SCERA, Ruth, and Sundance). We already have many options in Utah Valley, and I don't know if this is truly needed or wanted by the residents of Utah Valley. Another large concern I have is the potential future sale of the facilities to Live Nation Entertainment, which controls the entire music industry, or another company that may or may not stay true to what is best for Utah Valley. Lastly, I'm concerned about the environmental impact. There is a threat to the wildlife and the effect on outdoor recreation in the area. The light, sound, vehicle pollution, and traffic will all have an effect. I live 2 miles from Lavelle Edwards Stadium. When there is an event, traffic, sound, and light can be seen, heard, and have an effect on the area I live in. We will plan outings around when games start or end because it is so disruptive to the area. I would hate to have that happen up in the canyon. University and 9th East have traffic problems that are expected in a city of this size. Provo Canyon is not a place where the people who frequent it want to be caught in hours-long traffic jams.

Thank you for your time and consideration in reading my concerns.

Sincerely,

Amy Bates

Chris Livingston – June 3

Hi there,

I own a home in provo canyon (1530 springdell circle)...and the second I heard this proposal I was in shock. I have 9 years living in that home and you don't have to be a resident to know how the infrastructure of the canyon's roads would not support this project. I see why some people would be interested in maybe having a new concert venue...but we don't need another one right at the base of the canyon. The location is just a poor choice.

That doesn't even touch other concerns like keeping our wild environments untouched for exploration & relaxation. Provo canyon is a respite for the valley...let's not turn it into a concert venue. There's other locations for that.

Winston Lee – June 3

Yes

Build the amphitheater

A M – June 3

As a lifelong Orem resident, I am very concerned about the proposed Vesper development that is being considered for Provo Canyon. The location that is being proposed is not the right place for something like this.

This development would take space away from the variety of wildlife that live there who have already sacrificed too much, and the traffic congestion that would occur at 800 north would be a disaster for this area. It is already much too overcrowded as it is, and adding even more traffic would end up a nightmare for the people there. Why not just simply choose a different location?

Provo Canyon has already been carved up and changed way too much. I remember the days as a child when driving on the canyon road, the mountain was so close to the road that you could almost touch it. You would see people fishing along the road. We need to be good stewards of this place we call home so it can be preserved for the future.

There are many local residents who are not happy with this proposal. Think of future generations and how once changed, it can never go back to how it was. I am very concerned that a few people who have a little power can make a decision like this. You represent the people of this area. Please listen to the voices of the people who live here, and consider how you would want your own hometowns protected, if something similar was being considered there.

Do the right thing, hear the voices of the people who live there, and make the right choice for the future of Orem and Provo Canyon. Do not change the zoning for the canyon, that is the right thing to do.

Let this development be built somewhere else, and leave our beautiful canyon how it was intended to be.

Michele Zadrozny – June 4

As a resident who lives in Orem off of 800N we are very upset about ask of this. We do not have the infrastructure to accommodate this venue. 800n and university are always busy and backed up. Can we stop cramming things into Provo/Orem ! The streets can handle any more traffic. The residents do not need or want this

Concerned citizen

Michele Zadrozny

Elizabeth Meltzer – June 4

To whom it may concern -

As of June 4, 2026, Vesper claims on its website that it has 94% community support. I don't know where they got those numbers, but when I saw that I was incredibly upset. It's what pushed me over the edge to actually send an email.

I am always in support of preserving open spaces, so naturally I would choose to NOT have the amphitheatre in Provo Canyon. However, I understand the economic impact and that it would be a really memorable location. If they actually do what they claim they will do, and value what they claim they will value, maybe it actually can be a benefit.

My biggest concern, up until today, has been traffic. Anyone trying to come in and out of the canyon on a weekend knows how far the lanes get backed up and how dangerous it can be. I'm extremely skeptical that the traffic and volume of people they are projecting could be adequately managed.

Today, as a Provo resident, seeing the Vesper website felt like a slap in the face, and I am no longer on the fence about how I feel about this project.

I don't know where Vesper gets its boast of 94% community support. I'd love to see something to back that up. Whether that is a correct number or not, I would like to add to the record that I am part of the 6% that is not in support of this project. At this point I am not even sure my voice as a resident matters - I want to believe that it does, but I certainly don't think Vesper cares. They say they do, but they're words feel deceptive and are nothing more than empty flattery.

I hope that in the end, the decision makers do what is best for the city, but also find a way to listen to what the residents actually want. I know it's really complicated and perfect balance is impossible. I just wanted to add my voice, however small, to the conversation.

Elizabeth Meltzer

Provo 84606

Kevin Pferdner – June 4

I recognize there is a strong push from those who are opposed to this project and often times they can appear to be a bigger group than reality because they are the most vocal. Please take my comments from someone who lives in Salt Lake County - I am not a UT County or Provo City resident.

- I love this project idea. Having concerts near the mouth of this canyon in a mountain setting sounds absolutely stunning. The experience would be nothing short of spectacular.

- This sounds like such a win over the current gravel pit. Adding this venue with parking and trail access makes a ton of sense.
- Traffic - I think this is likely the biggest and legitimate concern that is on most people's mind and will need to have a solution. As one who battles traffic on certain days and times for both of the Cottonwood Canyons, I am sympathetic to this issue.
- I would travel to this venue as I think many from other counties and cities would do the same.

Seeing as how you are likely being bombarded with negative comments and emails - I want to make sure you get some positive feedback.

Cheers!

Kevin Pferdner Zip Code: 84117

Jack Donaldson – June 4

Dear Commissioner(s),

I am writing in strong opposition to the proposed Vesper Amphitheater development at the mouth of Provo Canyon. I'm a longtime Orem resident and a regular user of the canyon — for hiking, biking, and the kind of quiet, restorative experience that Provo Canyon uniquely provides along the Wasatch Front.

I understand the appeal of ambitious development, and I don't doubt that some people are excited about this project. But I believe the vast majority of residents and canyon users would be negatively affected by it — and I'd ask that you weigh their interests heavily in your deliberations.

The scale is simply incompatible with this location. A 20,000-seat outdoor venue is roughly twelve times larger than Tuacahn and twice the size of Red Rocks. For comparison, the Marriott Center at BYU — which holds events of similar size — requires an enormous dedicated parking infrastructure surrounded by an entire university campus. The mouth of Provo Canyon has none of that. A single canyon road serving 20,000 concertgoers isn't a traffic inconvenience — it's a public safety crisis. Emergency access, evacuation routes, and the basic flow of canyon traffic would all be severely compromised.

The environmental harm would be permanent. This is the opposite of a “restoration.” Light pollution from a venue of this scale would fundamentally alter the character of a canyon that has, until now, remained largely undeveloped. Noise pollution and water aquifer risks compound those concerns. Wildlife would be displaced. These aren't speculative worries — they are the predictable consequences of Commercializing a narrow canyon environment.

I'll note a small irony that isn't lost on me: across the highway from Timpanogos View Park sits a gravel pit — not ideal, but at least contained. The Vesper Amphitheater would be many times

more disruptive and far more permanent. Whatever one thinks of the gravel pit, at least it doesn't draw 20,000 people on a Friday night.

Provo Canyon belongs to all of us. It is one of the most accessible and beloved natural spaces along the entire Wasatch Front. I strongly urge you to reject this proposal and protect the canyon from a development that serves the few at the expense of the many.

Thank you for your time and public service.

Sincerely,

Jack Donaldson, PhD

Long-time Orem Resident

Regular User of Provo Canyon

Janell Tuttle – June 4

Hello Provo City Planning Commission:

I appreciate your service to the people of Provo. I am writing because I am concerned by the size and impact of the proposed Vesper Amphitheater at the base of Provo Canyon and the zoning changes proposed. This is a massive proposal including a hotel, indoor and outdoor concert venues, and dining options. The scale of this project will overwhelm the current infrastructure of the canyon and the roads leading into the canyon as well as put a strain on our already limited water supply. The Vesper amphitheater is proposing a 20,000 seat concert venue. To give you some perspective, the Sandy Amphitheater has a capacity of 2,750 and Tuacahn has a combined capacity of 3,000 between their indoor and outdoor venues. These smaller venues attract world class entertainment and are a destination venue without being massive. I understand from the developers that the size proposed is necessary for the project to be profitable. That is a red flag to me. Provo Canyon is not the place for a venue of this size. The developers should realize this and look to other, more suitable places for their proposal.

While this site is currently a gravel pit, there is still wildlife that will be displaced due to the construction of such a massive project. And what about the water needed to run a hotel and the other services proposed? We are in a drought and water is not an unlimited resource. In addition to the resources needed, the dining options will actually take revenue away from the restaurants at the nearby Riverwoods.

The Mayor said the City has tried to purchase the gravel pit and been unsuccessful and she is in favor of this proposal. I believe there are other solutions that do not involve building a massive venue at the gravel pit. Once this land is turned over to development, it will never be the same. Thank you for listening to my concerns. I appreciate your time.

Sincerely,

Janell Tuttle

Provo Resident

Miles Welch – June 4

Hello Provo Planning Commission,

I am a local avid trail runner, mountain biker, and enjoyer of all parts of Provo Canyon. In light of the recent announcement of the Vesper Amphitheater, I have several major concerns about the feasibility and reality of this project. Here are some of the main questions that I would like to see thoroughly answered and given to the public before any further action is taken on this project.

- The Zone Change, Concept Plan, and General Plan Map Amendment says you ask that Provo City rezone 100.7 acres, but Steve Turley only owns 24 acres at his gravel pit. Where will the other acres come from?

- Additionally, using Google Earth and the current renderings, the entire project will take up about 64 acres, yet the project is claiming to have "50+ conservation easement acres".

- What easements will you need from the Forest Service? Have you begun the process with them?

- Where are those acres located, and how will the transition of property ownership happen?

Alongside this, currently, the shooting range affects where people like me can hike, run, and bike. Will the city need to move the shooting range?

- Construction is planned on an area with steep slopes and an underground parking garage that may compromise slope stability (rockfall, landslides, slope creep, freeze -thaw instability, earthquake amplification, avalanche). What engineering firm has been contacted or hired, and what have they told you about this project? I encourage the city to require a full geotechnical study before the planning commission or the city council considers rezoning.

- A 20,000-person venue could create multi-hour exit times, gridlock extending miles downstream, air pollution inversion effects, and emergency response delays. The public may ultimately subsidize hundreds of millions in road widening and traffic mitigation for a private entertainment development.

- Additionally, will the UTA ski bus service to Sundance be affected by traffic in the winter due to the year-round nature of at least 8,000 seats in the amphitheater?

- What taxpayer-funded improvements are anticipated for the area?

- What are the long-term maintenance costs for necessary highway improvements in Provo Canyon?

- Who will pay for snow removal during events? Will this be managed by the city?

- What studies have been requested from UDOT for traffic issues in the canyon? I will encourage the city to require such studies, as the canyon is already very crowded at peak times, and this will likely only increase congestion.

- The architectural drawing and renderings are preliminary and thus, not detailed. What plans has your architect made for emergency staging areas, ride-share queues, bus loading/unloading, ADA overflow, and fire evacuation? Additionally, how can the public trust the renderings generated by AI to be accurate in terms of how this project will turn out?

Foremost, I strongly and highly encourage the city to require a complete environmental impact study before the planning commission and the city council consider rezoning. I hope that any such study will include consideration of how the resort will affect wildlife migration, breeding, and genetic connectivity. Has the DWR modeled these displacement effects? How much will wildlife vehicle collisions increase? What effect will the increased impervious surfaces have on water flow? How will this affect the wildlife of the area with noise pollution?

- What is the estimate for the peak decibels during concerts? How much will this affect migratory bird orientation?

- What is your estimate for peak and average light pollution? How will the loss of dark sky conditions disrupt nocturnal wildlife behavior?

- How much do you estimate air pollution will increase from vehicles and buildings (heating and cooling), not just the 120 days for concert traffic, but the daily traffic of visitors to the hotels, restaurants, and shops?

Because this development will profoundly affect the identity of both Provo and the canyon, I ask what feasibility studies you've completed, as Provo already has concert venues at BYU, Covey Center for the Arts, SCERA, the Ruth, and Sundance summer theaters. What economic analysis have you conducted to measure the need for another concert venue and resort?

Vesper's promotional materials state that "94%" of Provo residents support the plan. How did they calculate that number? What public surveys has the city conducted, or will it conduct?

What other areas have been considered for this project?

Thank you for your time and consideration,

Miles Welch

Jordan Sloan – June 4

Just writing in to voice my support for the Vesper Amphitheater project. I think it's an excellent opportunity to bring some sorely needed culture to the area. I look at venues like Red Rocks and the Gorge and i have always wondered why Utah doesn't have something like them.

Please dont let the "activists" take this away from everyone.

Sue Lau – June 5

Regarding the venue the Osmonds would like to build, I would prefer it not be built in our canyon. I like the natural state of the canyon to remain as much as possible. And the traffic that would bring to this area will be immense on a regular basis. Sure it would bring money into the town and local businesses, and it is a scenic back drop for the venue, but I feel it would be better suited in a different location. Provo Canyon's character and beauty would be forever altered by that and the subsequent businesses that would emerge around it within the canyon. The peaceful environment would change.

Thank you,

Provo Resident Sue Lau

Jennifer Lane – June 6

Dear Planning Commission,

I am a resident of Canyon Road near Provo Canyon and I am writing in opposition to the development of the Vesper Amphitheater and complex. The proposal to take 100 acres at the mouth of a State Memorial and carve it out for entertainment, shopping, and a hotel is completely at odds with the natural beauty of this area and the value that it provides to people throughout Utah County and beyond.

The increasing population in the Riverbottoms and along Canyon Road is another reason why this kind of development is completely out of place. We have an increasingly dense population, one that would be widely affected by the noise and traffic involved in a venue that would be hosting 20,000 people per event. We already see the impact of that kind of attraction when it's game day at the BYU football stadium. It ties up traffic and makes roads almost unusable for hours. No one in Provo needs this in their backyard, especially a backyard that is so extraordinarily beautiful, scenic, and an important resource for our community. The mouth of the canyon is very narrow and people commute to and from Heber already quite a bit keeping the Provo Canyon Highway and the roads that lead to it already very full.

Thank for considering the needs of the people of Provo for development that is proportional to the location, population, and natural resources around it.

Best wishes,

Jennifer Lane

David Fullwod – June 7

Dear Provo Planning Committee,

As HOA President for the Springdell Community, I express my strongest objections for the rezoning of the gravel pit and surrounding city land to enable commercialization of our beautiful canyon by Vesper or any other entity. For decades our community has lived within strict zoning requirements to restrict development of new homes and safeguard the beauty and peace of the canyon that allows Provo residents to quickly escape what has rapidly become an overcrowded and congested metropolis.

While the gravel pit is not the ideal neighbor, it does not detract significantly from the feel of the canyon, and does not contribute heavily to the traffic. Allowing Provo's retail space to creep up the canyon is emphatically the wrong decision. Thank goodness the proposal to commercialize Bridal Veil Falls was refused, despite arguments by the developer that mirror those currently being used by Vesper.

While there should be no need for further reasons to prevent such a proposal, there are various subsidiary reasons why the proposal is a terrible idea.

Traffic regularly backs up beyond the gravel pit with commuters from Heber, and pleasure seekers accessing deer creek reservoir, or the alpine loop. Even if the intersection with 800N were improved, the congestion on 800N and University Avenue would become a further choke point. Traffic is already terrible during rush hours in the morning and evening. And there are many dangerous intersections down the canyon already, including Kyhv Peak Rd and Vivian, with many accidents and fatalities each year. Adding more traffic and intersections would be unfathomable.

Other issues include air pollution from vehicle and building exhausts, noise and light pollution, destruction of animal habitats, temperature rises due to more pavement and buildings, potential conflict with the local gun club, and yet more water usage. We plead with you to preserve our canyon and wilderness areas. They are essential for giving Provo balance and preserving its charm.

Sincerely,

David Fullwood

President, Springdell HOA

Provo Canyon

Staci O – June 7

I saw the Provo Walmart is back on the agenda. I was so happy to hear Walmart was coming to the south end after Tax Hawk went in (which none of us in the area wanted), we wanted a grocery store there. So much high density housing has gone in between the cemetery and the Springville border on State St as well as the Buckley Draw development. Allen's wasn't great, but we could get produce. Both the 300 S and Speingville went out. Dollar General doesn't sell

fresh produce. South End Market, Mercado Cinco de Mayo, Tatget, and Creamery on 9th are so expensive. We need a place on the southern end. I know the west wants one and are mad because they are equidistance to 2 Walmarts. For us on the south end, none of the major grocery stores are close. The Walmart Neighborhood Market isn't convenient, and they don't except all returns nor do they have a full Walmart availability of products. I heard the new Mayor doesn't want the Walmart, but the people who love on this end do wTarget, I really hope this Walmart gets approved.

John Bingham – June 8

Dear Provo City Planning Commission:

I am writing regarding the proposed Vesper Amphitheater applications: PLGPA20260220, PLRZ20260221, and PLCP20260222. I appreciate the opportunity to comment, and I recognize that the existing gravel-pit condition at the mouth of Provo Canyon is not ideal. I am not opposed to responsible reclamation of disturbed land, improved public access, or thoughtful trail connections. However, I do not support the proposed General Plan amendment, rezoning, and concept plan in their current form.

My concern is not simply with the idea of an amphitheater. My concern is with the scale, location, zoning implications, and sequencing of the public decision. A 20,000-seat outdoor venue, an 8,000-seat indoor/winter configuration, hotel facilities, restaurants, shops, parking structures, and related commercial uses would represent a major intensification of use at one of the most sensitive and constrained locations in Provo: the mouth of Provo Canyon. This is not a routine redevelopment parcel. It is a gateway to a canyon that serves as a transportation corridor, recreation corridor, wildlife area, river corridor, and defining natural feature for Provo and Utah Valley.

For that reason, I respectfully urge the Planning Commission and City Council not to approve the requested rezoning and General Plan amendment at this stage.

The central issue is sequencing. The city and the public should not be asked to approve broad commercial zoning before the full impacts of the project are independently studied, publicly disclosed, and meaningfully evaluated. Once land is rezoned to SC3, the public has already conferred substantial land-use value and political momentum on the project. It would be difficult, as a practical matter, to return to a neutral decision posture after that entitlement is granted. The studies should precede the entitlement, not follow it.

Before any rezoning or General Plan amendment is approved, I believe the city should require and publish independent analyses of at least the following issues:

Traffic and evacuation. The proposed venue could place thousands of vehicles into a narrow canyon corridor before and after events. The city should require a rigorous traffic analysis, coordinated with UDOT and neighboring jurisdictions, that evaluates ingress, egress, downstream intersection failure, emergency access, evacuation time, pedestrian and bicycle

conflicts, transit feasibility, rideshare staging, winter conditions, and event overlap with canyon recreation traffic.

Public safety and emergency response. A high-capacity venue at the canyon mouth creates serious questions about fire response, ambulance access, police staffing, crowd movement, and emergency evacuation. The city should not rely on general assurances. It should require a detailed public-safety plan and an estimate of recurring public costs.

Geotechnical and hydrologic risk. The site includes steep slopes and a history of disturbance. Before rezoning, the city should require a geotechnical and hydrologic analysis addressing slope stability, rockfall, landslide risk, stormwater, groundwater, freeze-thaw conditions, seismic considerations, underground parking feasibility, and effects on the Provo River corridor.

Wildlife and environmental impact. The canyon is not merely a scenic backdrop. It is part of a larger ecological system. The city should require formal wildlife and habitat analysis, including review by appropriate state wildlife officials, before approving a commercial zone change. The analysis should address migration, breeding, nocturnal behavior, light pollution, sound propagation, vehicle-wildlife collisions, and cumulative impacts.

Noise and lighting. Sound and light behave differently in canyon environments than in ordinary urban sites. The city should require enforceable standards for decibel levels, hours of operation, sound directionality, lighting design, dark-sky compliance, monitoring, penalties, and event curfews before any approval is granted.

Water, wastewater, utilities, and infrastructure costs. The public should know what infrastructure is required, who will pay for it, who will maintain it, and whether Provo taxpayers will assume direct or indirect costs for a private entertainment and hospitality development.

Public land and long-term land control. The proposal appears to involve more than the privately owned gravel-pit parcel. If city-owned land, public-facility land, open-space land, shooting-range land, easements, or land exchanges are involved, those details should be disclosed before any land-use approval. The public should know exactly which parcels are affected, who owns them, what will be sold or exchanged, what restrictions will be attached, and what happens if the amphitheater is not built.

I am also concerned about the breadth of the proposed SC3 zoning. If the stated public benefit is reclamation, conservation, and a specific amphitheater concept, then the city should not grant broad commercial zoning that could later support materially different development. Any approval, if considered at all, should be narrowly conditioned on the specific project represented to the public. It should not become a general commercial entitlement at the mouth of Provo Canyon.

If the city proceeds despite these concerns, I respectfully ask that any approval include binding, enforceable conditions, including:

1. Reversion of zoning if the amphitheater project proves infeasible, is abandoned, is materially altered, or is not constructed within a defined time period.

2. Prohibition on unrelated commercial development if the amphitheater does not proceed.
3. Preservation of existing OSPR land wherever possible, rather than rezoning land to commercial status only to later place some portion of it in a conservation easement.
4. Binding limits on maximum attendance, event frequency, event hours, sound levels, lighting levels, parking capacity, and commercial uses.
5. Public release and review of all traffic, environmental, geotechnical, hydrologic, sound, lighting, public-safety, utility, and fiscal-impact studies before final approval.
6. Clear allocation of all infrastructure, policing, fire, emergency, traffic-control, maintenance, snow-removal, and utility costs to the project rather than to Provo taxpayers, unless explicitly approved through a transparent public process.
7. Conservation easements or equivalent legal protections that are recorded, enforceable, and not dependent on future discretionary promises.
8. Independent monitoring and enforcement mechanisms, not merely developer assurances.

The mouth of Provo Canyon is a public-interest location, even where portions of the land are privately owned. The canyon's recreational, ecological, transportation, and scenic value extends far beyond the boundaries of the project site. Because the consequences of this decision could last for generations, the burden of proof should be high.

I therefore respectfully ask the Planning Commission to recommend denial of the proposed General Plan amendment and rezoning at this time. I also ask the City Council not to approve any legislative land-use change until the necessary studies have been completed, reviewed publicly, and incorporated into enforceable conditions.

A better process would begin with full disclosure of the land ownership and transfer structure, independent technical studies, clear public-cost accounting, and a narrower land-use proposal tied to specific, enforceable commitments. Reclamation of the gravel pit may be desirable, but broad commercial rezoning at the mouth of Provo Canyon is not justified without that level of analysis.

Thank you for your service to Provo and for considering this comment.

Respectfully,

John Bingham

Provo City resident of 21 years

Hannah Bonner – June 8

Hi Provo City Planning Commission,

My name is Hannah Bonner and I live in the Riverbottoms neighborhood. I attended last Monday's informational neighborhood meeting about the proposed Vesper Amphitheatre, and I appreciated the city's effort to provide residents with an opportunity to learn more and ask questions.

After further thought and research, I am reaching out to urge you not to support the requested zone change or general plan amendment, and to decline the concept plan for this proposal. I appreciate your consideration of the following concerns.

The size and footprint of the proposed project are staggering. A 101-acre, 20,000 seat amphitheatre and commercial development is not, in my view, an appropriate scale for Provo Canyon. While mitigation efforts may reduce some impacts, they cannot eliminate the traffic, noise, light pollution, and broader change in character that a venue of this size would bring to the canyon. Further studies are not necessary to recognize that fact.

I am especially concerned about the request to change land currently zoned as Open Space, Preservation, and Recreation Zone land into commercial zoning. This designation exists to protect public lands for outdoor recreation, education, scenic enjoyment, and visual enjoyment. Opening this land to commercial development would set a troubling precedent.

The inclusion of shops, dining, and hotel amenities alongside the amphitheatre is also deeply concerning. In my opinion, that aspect of the proposal runs even more counter to the vision many residents have for Provo Canyon as an open-space and outdoor-recreation area than the existing gravel pit does.

I believe many Provo residents would be open to a much smaller, amphitheatre-only proposal limited to the existing gravel pit acreage. In conversations with neighbors, I have heard a strong preference for keeping the gravel pit over accepting the much larger commercial development currently being proposed.

If you would like to hear more from residents on this issue, I would be happy to help facilitate a listening meeting with neighbors who are interested in sharing their perspectives.

Thank you for your engagement on this issue and for your representation.

Sincerely,

Hannah Bonner

Christian Olivetti – June 8

Hello Provo Council & Planning Commission,

I am writing to express my concerns regarding the proposed Vesper Amphitheater project in Provo Canyon.

This is not a question of whether Utah should have live music, entertainment, or economic development. The question is whether one of the Wasatch Front's most valuable natural recreation corridors is the appropriate location for a large-scale entertainment venue and the development that may follow.

Provo Canyon is one of the few remaining places where residents can quickly escape the noise, traffic, and pace of urban life. Families come here to picnic, fish, hike, bike, camp, climb, and spend time together in nature. It is a place where people reconnect with each other, find peace, and enjoy a landscape that has remained largely undeveloped despite the rapid growth surrounding it.

Its value comes from what it is today, not from what it could become.

Before approving a project of this magnitude, the community should carefully consider whether the benefits outweigh the permanent changes that would be required to transform a natural canyon environment into a major entertainment destination.

Utah already has numerous venues capable of hosting large concerts and events:

- LaVell Edwards Stadium (Provo) – Capacity: 62,073 – Approx. 25-35 acres
- Marriott Center (Provo) - Capacity: ~19,000 - Approx. 3 acres
- Rice-Eccles Stadium (Salt Lake City) – Capacity: 51,444 – Approx. 20-30 acres
- America First Field (Sandy) – Capacity: 20,213+ – 23 acres
- Delta Center (Salt Lake City) – Capacity: Approximately 20,000 for concerts – Approx. 10 acres
- Utah First Credit Union Amphitheatre (West Valley City) – Capacity: 20,000 – Approx. 60 acres

These facilities already exist in locations specifically designed to support large crowds, parking demand, traffic management, emergency access, lighting, and noise associated with major events. Provo Canyon serves a fundamentally different purpose.

Unlike urban entertainment districts, the canyon provides a public resource that cannot be recreated elsewhere. If another concert venue is needed, it can be built in many locations throughout the valley. Provo Canyon, however, exists in only one place.

For this reason, residents deserve clear and transparent answers to several important questions:

- What demonstrated need exists for another venue of this size?
- How frequently are existing venues operating at or near capacity?
- Why are current facilities insufficient to meet projected demand?

- If existing venues can accommodate 20,000 to 60,000 attendees on significantly smaller and already-developed sites, why is it necessary to transform a natural canyon environment into another large entertainment destination?
- How much land will be permanently altered through grading, excavation, roads, parking lots, utilities, and supporting infrastructure?
- What wildfire risk assessments have been conducted for the project, and how will large events, increased vehicle traffic, electrical infrastructure, and human activity affect wildfire ignition risks in a canyon environment that is already vulnerable to fire? Studies throughout the western United States have shown that human activity is responsible for the vast majority of wildfire ignitions. How have these risks been incorporated into emergency response planning, evacuation procedures, and long-term mitigation strategies?
- What impacts will increased traffic have on canyon visitors, public safety, emergency response, and recreational access during peak seasons?
- How will noise, lighting, and event traffic affect residents, recreation users, and the natural character of the canyon? Numerous studies have found that chronic noise and artificial nighttime lighting can disrupt wildlife behavior, migration patterns, feeding, breeding, and habitat use. Research published by the National Park Service and peer-reviewed ecological studies has documented that noise pollution can alter bird communication, reduce wildlife occupancy in otherwise suitable habitat, and increase stress responses in animals. Artificial lighting has similarly been shown to affect nocturnal species, insects, birds, and other wildlife that depend on natural light cycles. What analysis has been conducted regarding impacts to the Provo River ecosystem, local fish populations, and the recreational fishing experience? Will anglers, hikers, campers, cyclists, and other canyon users still be able to enjoy the quiet natural environment that makes Provo Canyon unique, or will frequent large-scale events fundamentally alter that experience?
- What studies have been conducted regarding habitat fragmentation, wildlife displacement, water quality, erosion, and long-term environmental impacts?
- How will a development of this scale address the urban heat island effect created by large parking lots, roads, buildings, and other paved surfaces? On hot summer days, expansive paved areas can become significantly hotter than surrounding natural landscapes, increasing temperatures for visitors, nearby recreation areas, and local wildlife. What mitigation measures, such as shade trees, landscape buffers, reflective materials, permeable surfaces, or other cooling strategies, are being considered to offset these impacts?
- What future development pressures will accompany the venue? Will supporting infrastructure eventually lead to additional commercial, retail, lodging, or residential development in areas that are currently undeveloped? Public statements surrounding the project have led some residents to question whether the venue is intended to serve as an anchor for broader development that could include luxury accommodations, villas, shopping areas, or other commercial uses. Residents deserve a clear understanding of the long-term vision for the area before irreversible changes are made.

- How will average Provo families benefit from sacrificing a portion of the canyon that is currently available to everyone for recreation, solitude, and enjoyment of nature?

Many residents are concerned that projects of this scale rarely remain isolated. Large entertainment venues often become catalysts for additional infrastructure and development. Roads, parking lots, retail centers, lodging, and residential projects frequently follow. The public deserves to understand the full long-term vision before any irreversible decisions are made.

This proposal also raises important questions about who benefits from the transformation of public natural spaces.

Provo Canyon currently belongs to everyone. Families of all income levels can access it for little or no cost. People come to walk, fish, picnic, ride bicycles, hike trails, enjoy scenic views, and spend time outdoors. These experiences are available every day and are not dependent on purchasing tickets or attending events.

How will this project improve access to nature for ordinary residents?

How will it preserve the experiences that make Provo Canyon special today?

How will future generations benefit if portions of the canyon are converted from natural open space into a large commercial entertainment destination?

The decision before the city is not simply whether to approve a venue. The decision is whether a unique natural resource should be transformed to accommodate a use that can already be accommodated elsewhere.

A concert venue can be built in many places.

Provo Canyon exists in only one.

Thank you for your consideration.

Christian Olivetti

Jayden Milne – June 9

I am writing to express my deep opposition about the proposed strip mall and condos in Provo Canyon. I am more open to the amphitheater - if done tastefully, and with a less enormous parking lot, since events are spaced apart or would only be on weekends it would have in aggregate a low impact on the canyon.

But looking at the proposed site map on the developer's website, and going by how the land is actually going to be used, I think this is actually an attempt to build a strip mall and condos being sold to the public as an amphitheater project. I strongly oppose any commercial use other than for the amphitheater itself.

Provo Canyon is a sanctuary and refuge from the hustle and bustle of the cramped Utah Valley. I am up that canyon every week biking, hiking, or enjoying nature. I think putting in a strip mall is highly inappropriate and violates the sanctity of this special place. If they need to have a limited license to sell T-Shirts or food during events, fine, but putting a strip mall and condos in desecrates a special place.

I also think that the highway is dangerous enough, and if they want to put in this development there should be limited to no on-site parking. If it is for events as the developer claims, it seems reasonable that there would be some sort of shuttle up the canyon instead of building a giant eyesore of a parking lot in the prettiest parts of Provo.

If they do insist on having a large parking lot, the developer should be required to plant enough trees (like most of the parks up the canyon) so that the entire thing is eventually in shade and to hide the sea of pavement.

Cardell Jacobson – June 9

I write in opposition to the proposed use.

Have the planners of the new Vesper amphitheater never driven Provo Canyon and highway 189 thru the canyon? I have! And the news is not good. I have seen the canyon backed three miles or more from the mouth of the canyon on fall days. I have seen accidents because it gets so congested.

And who will bear the highway costs of the new venue? An overpass at the mouth of the canyon to accommodate traffic wanting to go to Provo? Extra lanes to go to Orem where the traffic is sometimes backed up from the canyon to the I-15 freeway? Will UDOT widen 8th north even more in Orem? They are already widening 1600 north to accommodate more traffic there. Will the Vesper developers pay any of these improvement costs?

Lights will need to be installed at intersections in the canyon to allow access from housing in the canyon. That will slow travel through the canyon and more accidents will occur.

Rumors are often false or overestimate events. But we are hearing rumors that the cost to bring sufficient culinary water to the proposed site will run \$100 million alone. Who will bear that cost? Will the Vesper folks provide that? I think not. What about the sewage treatment? Has anyone estimated that cost?

Oh what folly lies ahead if this Vesper development is allowed to go forward! Please vote NO! There are just too many problems with the proposed use of that site.

Cardell Jacobson

Jerri Nielson – June 9

While unable to attend the public meeting on the Osmond venue in Provo Canyon we did watch it on Zoom. We wish to express our deep disappointment in these plans.

We've lived in Springdell for 56 years. Here we raised our family while enjoying the natural canyon surroundings. We've loved seeing the wild animals and birds as well as the mountain beauty. This winter we watched bald eagles in the trees across the highway. We've seen Ospreys there as well. Wild ducks land in the pond. Moose visit frequently and wild turkeys roam the hills and strut through our little community.

Our children loved growing up here and enjoy visits back home. They spent many hours hiking and playing in the hills.

What was a quiet two-laned road in 1970 has become a very busy highway-often with traffic backed up two or three miles in the evenings as people are leaving the canyon. We try to time our comings and goings when it's less busy but that's not always possible.

We strongly feel that the venue is way over the top for Provo Canyon and hope the plans will be rejected.

Thank you, Keith and Jerri Nielson

Kristina Karalic – June 9

Dear Members of the Planning Commission,

I am writing regarding the proposed Vesper Amphitheater at the mouth of Provo Canyon (6622 US-189). I have lived in Utah Valley for eight years. When I first moved here, I lived in close proximity to the canyon and spent days exploring it. Provo Canyon is where I fell in love with this place. Today I bring my children there to hike and to experience what makes this area special. My husband regularly uses the gun range near the proposed site. This canyon is part of our family's daily life, not an abstraction.

I support restoring the gravel pit. That land should be healed. However, what is being requested goes far beyond gravel pit restoration, and the public deserves to understand the actual scope.

The rezoning application covers approximately 74 acres of city-owned land currently zoned as Open Space, Preservation and Recreation (OSPR), Public Facilities (PF), and Agricultural (A1.5). The developers are requesting a rezone to SC3, Regional Shopping Center Zone, as defined in Provo City Code Chapter 14.20. The project boundary map shows this rezone extending well beyond the disturbed gravel pit into intact forested canyon hillside. Reclassifying public forest and open space as a Regional Shopping Center is not restoration.

The city's own Development Services Director, Bill Peperone, stated at the June 2 neighborhood meeting that 95% of the commercial uses permitted under SC3 are uses the city would not want at this location. A development agreement may limit uses today, but development agreements can be amended. The zone classification itself is what grants the legal rights, and it outlasts any agreement.

I have two primary concerns:

First, traffic and emergency access. US-189 already experiences daily mile-long backups heading west at the 800 North interchange, documented by residents on June 3, 2026, on a normal Tuesday afternoon. There is one road in and out of Provo Canyon. During a 20,000-person event, how will emergency vehicles reach canyon residents, hikers, families, and recreationists? What is the evacuation plan if a wildfire ignites during a sold-out event? These are not hypothetical risks in a fire-prone canyon corridor. No independent traffic or evacuation study has been completed.

Second, the transfer of public land. The developers own only 24 to 26 of the approximately 110 acres involved. They are asking Provo City to hand over public forest and open space land for private commercial use. Has an independent appraisal been conducted? What are taxpayers giving up, and what are they getting in return?

The developer's own spokesperson acknowledged on June 2 that studies on traffic, emergency access, parking, sound, lighting, water, wildlife, geology, drainage, and architecture remain incomplete. I respectfully ask: why would the city rezone public land to SC3 before this work is done?

Communities across the country have restored quarries and gravel pits into public parks and conservation land without large-scale commercial development. Three Oaks Recreation Area in Crystal Lake, Illinois restored a 450-acre gravel quarry into a public recreation area for \$14.37 million. Shalersville, Ohio permanently conserved 550 acres of former gravel mine with \$2.9 million in state and federal grants. Provo Canyon deserves the same consideration.

I request that the Planning Commission recommend denial of the zone change and General Plan amendment until independent, publicly reviewed studies are completed on traffic, emergency access, evacuation, noise, lighting, water quality, wildlife, and taxpayer costs. The burden of proof belongs on the project, not on residents asking reasonable questions about a permanent change to one of Utah Valley's most important natural corridors.

Thank you for your service and for receiving my comment.

Respectfully,

Kristina Karalic

Edin Karalic – June 9

Dear Members of the Planning Commission,

I am writing regarding the proposed Vesper Amphitheater at the mouth of Provo Canyon (6622 US-189). I have lived in Utah Valley for 8 years. I regularly use the gun range near the proposed site and my family hikes and recreates in Provo Canyon frequently. We have young children and this canyon is where we take them to be outdoors.

I support restoring the gravel pit. I do not support rezoning 74 acres of public land from Open Space, Public Facilities, and Agricultural to SC3, Regional Shopping Center Zone, without independent studies.

The gun range near this site serves the community and could be directly affected by this development. Beyond that, I am concerned about two things.

First, safety. There is one road in and out of Provo Canyon. It already backs up a mile daily. During a 20,000-person event, how do emergency vehicles get through? If a wildfire starts during a sold-out show, how do 20,000 people evacuate on the same road fire crews need to enter? The developer has admitted these studies are not done.

Second, the scope of what is being asked. The city's own Development Services Director said 95% of the commercial uses SC3 allows are uses the city would not want at this location. If that is true, why is SC3 the zone being requested?

I ask the Planning Commission to recommend denial until independent traffic, emergency access, and environmental studies are completed and publicly reviewed.

Lori Buss – June 9

Council members,

As a long-time resident of Provo Canyon, I am adamantly opposed to the proposed rezoning to accommodate the Vesper Amphitheater development.

While the project promises commercial and recreational benefits, those potential gains must be carefully weighed against the very real risks to Provo Canyon's environment, character, and quality of life. The canyon's unique ecology, geology, and identity could be permanently affected by increased traffic congestion, infrastructure demands, environmental impacts, and light and noise pollution. The studies that Vesper and Mayor Judkins have committed to conducting may ultimately confirm these concerns.

Anyone who regularly travels through Provo Canyon already knows that the transportation infrastructure is stretched to its limits. On many weekends, traffic backs up from 800 North to Canyon Glen Park, creating long delays on the canyon's narrow roads. Adding thousands of additional vehicles for concerts and large events would likely turn an already strained situation into chronic gridlock. Beyond the inconvenience, increased vehicle traffic would result in higher levels of air pollution, negatively affecting both residents and visitors while also degrading habitat and threatening the health of the wildlife that depend on this canyon ecosystem.

I agree that the existing gravel mine is not an ideal long-term use for this area. However, replacing one incompatible use with another is not the answer. We should be exploring solutions that preserve and enhance the natural character of Provo Canyon rather than further commercializing it.

Conserve Utah Valley has urged the Provo City Planning Commission and City Council to protect this shared natural resource. Both Mr. Bayles and Mayor Judkins have stated that any rezoning approval would include provisions requiring the property to revert to its current zoning if the amphitheater project is ultimately found to be unfeasible. That commitment is important, but additional protections are needed.

It also makes little sense to remove land from Open Space, Preservation, and Recreation (OSPR) zoning and convert it to commercial zoning if portions of the property may later be protected through a conservation easement. Even if the final footprint of the amphitheater has not yet been determined, significant portions of the property could and should remain in OSPR status.

Provo Canyon is a special place that deserves thoughtful stewardship. Once open space is lost, it is rarely recovered. Any decision on rezoning should prioritize protecting the canyon's natural heritage, scenic beauty, and livability for future generations rather than introducing a development that could fundamentally and permanently alter the character of the canyon.

I am asking you to deny the change of zoning in the Provo Canyon area to accommodate the amphitheater.

Sincerely,

Lori Buss

Jennifer Lund – June 9

Please do not change our zoning in the canyon to become a commercial area!

I live in the community of Springdell at the mouth of the canyon just past Kyhv (Squaw) Peak Road. We and our six kids have enjoyed our historic home here for the past 13 years. Our neighborhood is quiet, peaceful, and beautiful. We are just one of many residents in the canyon whose lives would be negatively affected by a zoning change and a giant entertainment venue built just after the bottleneck of the canyon's mouth.

Our entire community in Springdell and our many neighbors in the canyon and on Canyon Road are extremely worried about the negative effects of building such a large structure where the current gravel pit is. An amphitheater in that location would severely impact our quality of life.

One of the main reasons we moved to the canyon and why people retreat to the canyon for recreation and enjoyment is because it is nearby, but outside of the city. It is peaceful, quiet, dark at night, and is a beautiful mountain retreat... as long as the city stays in the city, and the canyon stays a quiet, beautiful canyon. We really want to keep the traffic, noise, and light pollution out of the canyon. We already have such a severe drought that our springs might not be enough to support our small community here. Building large structures would endanger that even more. The traffic nightmare would not be solved by the current proposals and is already a problem without adding tens of thousands of cars to the bottleneck of the mouth of the canyon.

An amphitheater would deteriorate everyone's experience in Provo Canyon. For those who live full-time in the canyon, and for those who visit the canyon to recreate and vacation, and who drive through the canyon to reach Heber, Park City and beyond, this amphitheater will destroy our experience.

Our community was established in Springdell just inside the mouth of Provo Canyon in 1904. Families from Provo built, tense on platforms to start with and Later, homes or cabins where they could enjoy the mountains in the canyon away from city life. Our home was the first one built here in 1906. This was the place of retreat for families from Provo to enjoy the mountains and the coolness of the canyon and the fresh air without the busyness, noise, lights, and commotion of a city. We have many historic homes who have been here since Springdell's inception. The quality of our community would be degraded severely by this amphitheater and the proposed trails and increased in traffic and people here not to enjoy the canyon but to participate in a loud concert or show. That is the opposite of what the canyon is all about. The canyon is to enjoy nature and beauty and peace and solitude. Building the amphitheater needs to be stopped

Please, please, please, do not allow the zoning to change. Please let me know if there is someone else we should be contacting so our voices can be heard from the canyon. This would be such a blow to every resident in the canyon and nearby the canyon. It would only benefit the investors. Please encourage them to make their money elsewhere and not ruin our peaceful canyon.

Sincerely,

Jon and Jennifer Lund

Tom Buss – June 10

Council Members,

I am a long-time resident of Provo Canyon, and I respectfully urge you to reject the proposed rezoning request for the Vesper Amphitheater project.

I understand the desire to improve the current use of the property and create new opportunities for recreation and economic activity. However, I believe this proposal asks the community to accept significant and potentially irreversible impacts to one of the most unique and treasured areas in our region.

Provo Canyon is far more than a potential venue site. It is a scenic gateway, a recreational destination, a wildlife corridor, and home to residents who value its natural beauty and peaceful character. The canyon's appeal comes from its open space, dark skies, and relatively undeveloped landscape. Rezoning land currently designated for preservation and recreation purposes would move us in the opposite direction.

One of my greatest concerns is traffic. Anyone who regularly drives through Provo Canyon knows the existing transportation system is already struggling to handle current demand. During many weekends and peak recreation periods, traffic routinely backs up from 800 North all the way to Canyon Glen Park, creating long delays and frustrating congestion. Introducing thousands of additional vehicles for concerts and special events would place even greater strain on roads that have limited capacity and few alternatives. This raises concerns not only about convenience, but also about emergency access, public safety, air quality, and the overall visitor experience.

I appreciate that studies have been proposed to evaluate transportation, environmental impacts, and project feasibility. However, those studies should be completed before any zoning changes are approved, not afterward. Once land is rezoned, the pressure to move a project forward often increases, regardless of what subsequent studies reveal.

While I agree that the existing gravel mining operation is not necessarily the best long-term use for this property, replacing it with a large-scale commercial entertainment venue is not the only option. We should be looking for solutions that better align with the canyon's natural setting and preserve its unique character for future generations.

I am also concerned about removing land from Open Space, Preservation, and Recreation zoning before it is clear how much of the property may ultimately remain undeveloped or be protected through conservation measures. If portions of the property are worthy of long-term preservation, they should remain protected rather than being converted to commercial zoning.

Provo Canyon is one of Utah Valley's most valuable natural assets. Decisions affecting its future should be made with caution and with an emphasis on conservation, stewardship, and the long-term interests of residents and visitors alike. Once open space is developed, it is rarely restored to its original condition.

For these reasons, I respectfully ask that you deny the proposed rezoning request for the Provo Canyon amphitheater project.

Sincerely,

Tom Buss

Jean Marchall – June 10

I am concerned about such a big footprint at the mouth of the canyon, the traffic, parking, the pollution as well as whether it benefits our community since "big name" acts mean big ticket prices, far beyond what local people would be willing or able to pay.

I truly miss the early days of Sundance Summer Theater when it was run by locals very expertly and we saw cast members in different roles from year to year. But I am not saying that should be content of this proposed theater. I just don't want a commercial venture with the ecological and geographic footprint at the mouth of or in the canyon.

Lauren Zanatta – June 10

Dear planning committee,

Thank you for all you do to help our city! I am very concerned about the noise, traffic and light pollution of the proposed amphitheater. It's already a mess to get in and out of the canyon in the fall, during the summer and on the weekends.

For this to work I believed the size and scope and, frequency and traffic patterns will be need to be changed he'd substantially.

Thank you,

Lauren Zanatta

Linda Tyler – June 10

As a resident of Provo Canyon, I strongly oppose the vespers project. It would limit our access in and out of our home.

Linda Tyler

Cynthia Scott – June 11

The question is not whether the gravel pit should be restored. The question is whether the proposed Vesper Amphitheater project will adversely affect the important ecosystems unique to the bottom of Provo Canyon as a transition point from the canyon to the valley and other canyons and benches. We might question the validity of it being a "restoration project".

The presence of an amphitheater will amplify noise, lighting, traffic, dust and runoff. It will increase the disturbance of wildlife movement, produce light that will confuse nocturnal birds and animals, and the effects of dust and dirt will create murkiness in the river making it harder for aquatic plants to flourish and harder for delicate fish eggs to be hatched and thrive.

Canyons act like funnels and pinch points. Ecological impacts are not measured only by how many acres they are built on. They are measured by how wildlife, water, and natural systems respond to construction, heat, noise and increased traffic. The proposed Vesper Amphitheater would introduce thousands of visitors, heavy traffic, lighting, and amplified sound to the entrance of Provo Canyon, not to mention intensify traffic to an already clogged road.

Ecologists know that habitat loss extends beyond the land directly developed. The boundary between developed and natural land creates "edge effects"—changes in noise, light, temperature, human presence, and predator behavior that can degrade habitat adjacent natural areas. A large venue does not just affect the site itself; it changes the ecological conditions of

the surrounding landscape. Once these ecological functions are lost, they are extremely difficult to restore.

Many years ago I conducted surveys for the US Fish and Wildlife Service for proposed construction sites and am familiar with how vulnerable and irreversible construction can affect sensitive areas such as the entrance of Provo Canyon, even with a mitigation measures. I'm asking the public and the council to consider many questions specific to environmental impacts. I will be sending an email to the council today to ask these questions. If anyone is interested, I can edit this post to include them.

Jason White – June 11

Sorry if the swearing bothers you, but this is the one time I think I will invoke some NIMBY-ism. Simply NO on this Vesper thing (boondoggle for y'all?). You could, at a minimum, acknowledge it's about money and luxury entertainment branding instead of 'restoration'. Don't be like the corrupt folks pushing for the data center with no independent data or public comment/input (which I know is 'the Utah Way', but let's not in this case).

Elliott Nelson – June 11

Hello Development Services,

Thank you for reply to my concerns. I have been visiting and studying the site and have a more focused set of questions/concerns around the size/practicality of parking proposed for the site and the lack of furnished details.

The main issue is that 8,000 parking spaces take up too large an area for this site - either with or without a parking garage. Extrapolations from similar sized parking show the parking area could range from 41 to 75 acres. The developers have not yet provided site plans that show how parking would fit on the site, with 8,000 planned parking stalls.

Vesper developers are planning a mix of parking – a multi-level parking garage plus surface parking. A more precise site map of the parking would be helpful to demonstrate how it would work in practice for a capacity event. Current renderings do not clearly show how 8,000 spaces would be allocated over the site and how cars would enter and leave the site.

I believe more details are needed to show how parking and traffic will work before the City of Provo grants any permits.

Here are several problems with the size of this venue and the required parking.

- 8,000 spaces would occupy at least 41 acres of the 100-acre site, using SLC airport as a model (with a garage). The SLC lots (garage + surface parking) occupy 35 acres with a total of 6,800 spaces - 17.6% smaller than the proposed 8K for Vesper (35 acres x 1.176 = 41 acres).

- Imagine a parking garage the size of SLC's garage on the Vesper site. It would occupy a significant amount of space and be a very visible structure on the site, viewed from the highway as well as from within Vesper
- The developers claim that they would bury a large portion of the Vesper garage to reduce the profile on the site. SLC's garage cost \$165 million to build (all above ground). City Creek in Salt Lake City has 5,000 underground spaces and cost \$178 million to construct in 2012.
- Entering and leaving a parking structure of this scale will take a long time. It is for this reason that parking garages are not typically used for events. The largest multi-level parking structures in the U.S. primarily serve airports and theme parks, rather than traditional sports and event venues, which typically rely on sprawling, open-air surface lots.
- The financials don't work for such an infrequently used parking garage. Airport and theme park garages are used 365 days a year.
- If Vesper chooses to go to less expensive all-surface parking, standard surface parking for 8,000 stalls would require 70-75 acres (assumes ~110-120 spaces per acre, with two-way driving aisles), or 55-60 acres (assumes smaller spaces and tighter turning radiuses, yielding up to 140 spaces per acre). Will Vesper go for high or low density?
- Either way – with a garage or all-surface – the developers need to show how parking of this scale will fit on the site as it will take more than the above area estimates given the hilly topography of the site.

On top of the parking questions, there is the issue of accessing the site from only 2 entrances/exits, situated between 2 blind curves on a high-speed highway, the only artery between Provo and Heber Valley. The City of Provo should also ask the City of Heber and commuters what they think of the proposed location.

Vesper amphitheater would undoubtedly bring great economic benefit to the city of Provo, but these important questions need to be addressed before the city settles on this site as being the best place for the venue. An alternative would be to build a much smaller venue with parking that better fits the site and doesn't require a parking structure. If developers insist on a 20K person amphitheater, it would be best to locate it elsewhere.

Best regards,

Elliott

Provo

Debra Holbrook – June 12

Dear Planning Commission and City Council Members,

I am writing to express my strong opposition to the proposed General Plan and Zone Map amendments required for the Vesper Amphitheater project at the mouth of Provo Canyon. While transforming the old gravel pit is a worthy goal, a commercial development of this scale is completely unfeasible for this location.

A 20,000-seat entertainment venue is entirely inappropriate for a sensitive canyon environment for several structural reasons:

- **Infrastructure Bottlenecks:** Funneling up to 20,000 people onto US-189 and 800 North in Orem will create severe traffic gridlock. In the event of a wildfire or emergency canyon evacuation, this single bottleneck poses a critical public safety hazard.
- **Environmental Degradation:** The severe noise and light pollution will heavily disrupt local wildlife habitats and ruin the tranquil nature of the Provo River corridor. This area should be restored as low-impact public open space, not commercialized.
- **Impact on Local Recreation:** The overwhelming volume of visitors will crowd out local residents who rely on the canyon for quiet recreation, fly fishing, trail use, and access to Timpanogos Park.

I urge the Planning Commission to issue a negative recommendation on this zoning change, and I ask the City Council to vote against it. Please protect the natural sanctuary of Provo Canyon. Once it is gone, we will never get it back. There are some things more important than what some consider "progress". There are some things that should be left for everyone to enjoy, not just the rich.

Sincerely,

Debra Holbrook

Lifelong Beneficiary of Provo Canyon's Peaceful Beauty

Debra Holbrook – June 12 (2nd email)

Dear Provo City Officials,

Please include my voice in the public record opposing the proposed Vesper Amphitheater in Provo Canyon.

A commercial venue built for 20,000 people is simply not feasible or safe for the mouth of the canyon. The infrastructure cannot support this massive influx of vehicles without causing severe gridlock on US-189 and nearby residential corridors. Furthermore, the environmental toll—including light, noise, and traffic pollution—will permanently degrade the Provo River ecosystem and displace local wildlife. Once you destroy this beautiful place, you will never get it back.

I ask that you deny the requested zoning map and general plan amendments. Let us focus on lower-impact restoration efforts for the gravel pit rather than expanding commercial development into our cherished natural spaces.

Thank you for your time and for protecting our community.

Tiffany Blake – June 12

Dear Provo City Council and Provo Planning Commission,

As a local resident, I am writing to express my strong opposition to the proposed Zone Map and General Plan Amendment for the Vesper Amphitheater project (Items 5-7 on the June 24 Planning Commission agenda).

While I agree that transitioning the current gravel pit away from industrial mining is a positive goal, the sheer scale of a 20,000-seat venue is entirely incompatible with the ecology, safety, and identity of Provo Canyon. Funneling that volume of people and vehicles into a narrow canyon corridor will cause unprecedented gridlock, strain city infrastructure, and create severe acoustic and light pollution that threatens local wildlife.

I want to state clearly that I fully support Conserve Utah Valley (CUV) in their stance on this project, and I echo every single question and concern they have officially submitted regarding location, infrastructure, and environmental impact. The city must demand answers to these critical inquiries before moving forward.

I am not opposed to smart, canyon-sensitive development, but 20,000 seats is simply too much. If the goal is to build an entertainment venue that is truly "organic to the canyon," we should look to Utah's own highly successful precedent: the Tuacahn Center for the Arts in Ivins.

Tuacahn proves that a venue does not need stadium-sized crowds to be a world-class, economically viable cultural destination. Consider the following points of comparison:

Appropriate Scale: While Tuacahn feels grand against its red-rock backdrop, its outdoor amphitheater actually caps capacity at just 2,500 seats. A sold-out night at Tuacahn is one-eighth the size of the 20,000-person crowd proposed for Provo Canyon.

Proven Environmental Safeguards: Because Tuacahn was built in a sensitive habitat, it required strict, upfront environmental accountability, including wildlife underpasses to protect migration. Provo Canyon—a crucial corridor for local wildlife—deserves an even more rigorous, upfront ecological review before any rezone is granted.

Harmonious Design: Tuacahn's architecture blends into the canyon rather than dominating it, utilizing the natural cliffs as a backdrop rather than blocking the landscape with massive concrete stadium tiers.

A downscaled venue modeled after Tuacahn's modest footprint would achieve the goals of restoration, trail connectivity, and economic investment without completely overwhelming the natural sanctuary that hundreds of thousands of Utah Valley residents enjoy every year.

I urge the Planning Commission and City Council to reject the current Shopping Center (SC3) rezone request unless the developers commit to a vastly reduced, canyon-appropriate capacity. Furthermore, I ask that any approvals be strictly conditional, requiring full, public-facing traffic and wildlife migration studies before any zoning changes take effect.

Thank you for your time, your service, and your dedication to protecting the natural heritage of Utah Valley

Tiffany Blake

Todd Jepperson – June 12

Hello,

I believe that many of the points have already been raised, but I'd like to add my voice to my community's cry to halt this project.

My concerns, like many of my fellow community members' concerns, are not based on the Amphitheater itself. It's the location.

For the previously noted reasons (traffic, infrastructure, irreparable damage to natural resources, light and sound pollution, disruption of wildlife, safety, etc.) this project should not be approved for this location, nor for Utah county.

In addition to these reasons, I'd like to add that the proposed "benefits" won't really benefit the average community member. Instead, an elite class of wealthy developers, business owners, and entertainers will draw a benefit at the expense of the local community. The local residents, even those that occasionally attend the events or shop casually at any retail venues, will constantly be taxed with the burden of supporting this venture. The infrastructure of Utah county is already being stressed to breaking by our own current needs and the needs of the mass of people moving here from out of town.

I'd also like to mention that many of the residents of Heber and the surrounding cities depend on the corridor between Wasatch and Utah county for a big part of their needs, including employment, and this project would effectively close that to them in a way that could not be reasonably mitigated. I personally know families that would lose their livelihoods if this project were to move forward.

The Amphitheater might be a good thing at some point, but only if it is built somewhere else.

Please don't allow this project to move forward. The benefits will be grossly outweighed by the everyday cost to all of us living here.

Thank you.

Kevin Twitchell – June 13

Hello,

My name is Kevin, I work and live in Provo and frequently go up Provo Canyon for recreation, to travel, and to simply take in the beautiful views.

If there's one thing that makes Utahns mad, it's threatening our public lands.

To be clear, I'm not opposed to an amphitheater project in general, but I believe Provo Canyon to be the wrong choice. We are already cramped in Provo and have eaten far too much into the beautiful nature around us with other developments.

Provo Canyon is a unique oasis of plant and animal life, and a beautiful corridor and recreation area. We can't afford to disrupt such a key area for the sake of profit. Businesses and legislators in Utah have already put profit over the good of the people and the land - which is why our air quality is often poor, why we're facing water management issues, and why Utahns are stepping up against people like Mike Lee and Spencer Cox.

Please do not proceed with this project. Profit isn't worth destroying something so precious. We've spent too long as a people considering short term profit over future generations. I was so glad to hear the city council reject the recent proposal for a data center in Provo and I hope to see more, similar decisions in the future.

Thank you for your time and consideration,

Kevin

Becca Ogden – June 13

Hello my name is Becca Ogden and I live in Provo, UT. I'm writing to express my concern about the Vespers amphitheater project.

My first concern is the use of public lands. From what I've read, the developers will need to acquire public land in order to complete this project. I'm firmly against using public lands for private ventures. Public lands need to be preserved—for our use, and for future generations. Special treatment should not be given to big developers here. Public lands are protected for a reason—we need to stick to our commitments to the land and to future generations.

My next concern is traffic. The scale of this venue is staggering—our canyon can't accommodate that many cars. I worry about the strain of traffic on our local roads, but also on the pollution (both air and noise) brought by a venue of this nature. Hundreds of thousands of

people enjoy Provo Canyon already—just not all at once! We don't need to increase traffic to this beloved outdoor space.

My next concern is how this would change the overall feel of Provo Canyon. Right now, much of it is protected and preserved in public spaces. Me and my kids can go there at any time of year to escape the city, to get out into nature and enjoy a kind of natural respite from our busy lives.

This plan would bring lots of commerce to an area that should be commerce-free. It's a sacred place, and it shouldn't be turned into a moneychanging venue. Provo city has a lot to offer in the areas that are appropriately zoned for commerce—we have a great downtown with lots of beloved commercial spaces. This includes our music venues, our hotels, our restaurants and shops. One of the appeals of Provo is the ability to easily leave the city behind. From most areas, the canyon is a mere 15-20 minute drive away. It's a necessary respite from the world. If this project went forward, that escape would be gone from Provo for good. I'm concerned that this would take away one of the best things about living in this city: the division of city and nature that already exists.

The project also posits itself as this huge restoration effort, but there are other ways to restore this gravel pit that would bring back the natural landscape more efficiently and effectively, without cutting into public lands. I'm concerned that this project would dramatically reshape the way people—both locals and visitors—experience Provo Canyon. It feels like exploiting Provo's natural beauty, rather than protecting it.

I do not support the developer's vision and I hope this area can be restored in less invasive ways, ways that all Provo citizens can agree on.

John Moss – June 13

Please see attached and take Provo City residents feedback into consideration when weighing the Vesper situation:

Provo City 'Community Engagement Summary' - 2023

- Provo engaged Y2 Analytics to administer a city-wide, random sample survey that ran between January 28 and February 12, 2023. Survey invitations were sent via email and mailed postcards. Survey interviews were completed online. Respondents were required to be over the age of 18 and live in Provo.
- 1,031 responses received, enough to meet the threshold for statistical validity.
- All five Districts were approximately equally represented with between 211-255 responses, except for District 2 with 82 responses.
- Age ranges - 18 to 65 years of age
- Time lived in Provo –3 to 41 years

Key Findings – Summary

- Of all of Provo's Natural Features, Provo Canyon is the most heavily used and visited
- Nearly all residents (91%) have visited Provo Canyon during the past year and nearly half consider it the feature they visit most often. In addition, Provo Canyon is the feature most considered by respondents to be the busiest and most iconic for visitors to Provo.
- When it comes to Provo's Canyons and Foothills, residents largely want to see the areas preserved as they are, with limited additional development - and are most enthusiastic about improvements to basic amenities.
- Nearly all residents (92%) use Provo City trails at least once a year, many of which use the trails as regularly as a several times a month. The Provo River trail is most heavily visited

Provo City Leaders Responsibility

- This survey was done in 2023 – less than 3 years ago – the same year the 'Provo Hillside and Canyons' plan was adopted by the city – residents from each district participated
- If Provo City residents felt this way 3 years ago – with the additional growth in the Provo/Orem area and the additional use and traffic in Provo Canyon, these findings have likely just compounded since that time
- When deciding whether or not to move forward with the Vesper amphitheater, Provo City leaders should take this survey into account - as well as the many challenges outlined in the 'Provo Hillside and Canyons' plan – and obviously the massive traffic challenge/ danger
- Provo Canyon is simply not the right location for this massive development complex – we urge you to listen to the residents and vote NO on this project

Tim Tinchler – June 14

Dear Decision Makers,

I am writing to express my opposition to the proposed Vesper Amphitheater development in Provo Canyon.

Development of this magnitude would fundamentally change the character of Provo Canyon, impact its unique ecosystem, and alter a natural landscape and wildlife habitat into a major commercial destination.

I am particularly concerned about the impacts on wildlife, migration, air quality, traffic congestion, noise, light pollution, and the long-term preservation of Mount Timpanogos and Provo Canyon's unique ecosystem. Provo Canyon is treasured wilderness that should be protected for future generations.

I respectfully urge you to deny approval of this project and prioritize the preservation of Provo Canyon.

Thank you for your time and consideration.

Sincerely,

Tim Tincher

Lehi, UT

Stephen Done – June 14

Please read the following and decide: is the Vesper Amphitheater proposal really “restoration” and a “need”, or is it a thneed?

A Cautionary Canyon Tale

(told in the bouncing spirit of a certain mustachioed warning — but written fresh)

Down where the Provo runs cold through the stone, where the canyon keeps quiet and leaves you alone, where Timpanogos wears snow like a crown, and the evening slips gentle and easy on down —

one morning I climbed up the cool canyon air, and the beauty! The beauty was just sitting there: the aspens, the pines, and the ridgelines of gold, and a hush so enormous it never gets told.

The deer moved like dancers through meadow and fern.

A canyon wren sang where the switchbacks all turn.

The river kept time with a ripple and hum, and I thought, *‘‘Oh, what wonderful country I’ve come*

—to adore! To be smitten! I LOVE it!’’ I cried.

*‘‘I love every aspen and every hillside!’’ *And I’ll prove that I love it — yes, that’s what I’ll do!* *I know the exact perfect thing to pursue.’’*

So I unrolled my blueprints. I sent for a crane.

I poured a great parking lot, big as a plain.

With masterful skill and remarkable speed, I bulldozed a stage. (It was something I’d need.)

I hoisted the speakers. I aimed every light straight up at the mountain I loved, through the night.

I printed the tickets. I jammed every lane.

I called it a marvel. I named it — how vain —

****VESPER.**** A *gift* to the canyon, I said, while the quiet that lived here for ages lay dead, for a hush can't be heard over ten thousand cars, or a bassline that buries the song of the stars.

The deer? They moved off. And the wren? She withdrew.

The stillness packed up, having nothing to do.

****“But I LOVE it!”*** I hollered above the loud crush.

****“I treasure this place!”*** I announced to the hush.

And THAT is the danger of loving this way:

you can love a thing flat. You can love it away.

You can pave what you praise, you can drown what you prize, and still call it ****“love”*** with a tear in your eyes.

So if anyone tells you, all earnest and grand, ****“It’s BECAUSE the view’s gorgeous I’m clearing this land; *it’s BECAUSE that I love it I’m flooding the night”*** — go down to the river while still it sounds right.

Go stand by the water. Go breathe the cold pine.

Go listen while listening is still something fine.

For a canyon that’s floodlit and ticketed and crammed isn’t ***loved.*** It’s just ***used*** — and then quietly damned.

There’s a kinder way, friend, if your love is sincere:

let the canyon stay canyon. Just... ****leave it right here.****

Tanei Henry – June 14

The lack of development in Provo Canyon is a gift to each individual who enters the canyon. Whether you live in Provo or are visiting for a short time, the absence of billboards, disturbances, and artificial visuals serves our brains and our hearts. In an ever changing society, it is a wonder to be surrounded by geology that is millions of years old. Let us each continue to be students of what Provo Canyon has to offer us just as she is.

My name is Tanei Atagi Henry. In 2016, when my husband and I decided we were going to live in Provo long term, I decided to get to know the nature around us. That decision has changed

everything for the better. I learned to ski at Sundance. I took my daughters on weekly adventures to South Fork Park, Big Springs, or Cascade Springs. They developed their own way of moving among the trees and in and around the rivers. We hiked a bit and stopped to play as they felt compelled. When their brothers were born, they passed their favorite games and rituals on to them. Much of our family culture revolves around these beautiful and easy to access parks. As a young mom then, these parks helped me by providing a place for my kids to be free and to learn about themselves. They crossed the big logs at South Fork, taking on age-appropriate challenges. They played in the water at Big Springs, looked at the bugs, and identified the birds. They learned to care for nature as we packed out our garbage. As they have grown, we have hiked Stewart Falls, Primrose Overlook, and have a plan with my brother and his kids to hike Mt. Timpanogos in the future.

We are still in Provo Canyon a lot, building more and more memories. We started camping at Nunn's Park with our closest friends. We take every visitor into the canyon; Bridal Veil for the short visitors, Big Springs if we have a few hours, Stewart Falls with a quick stop at the Sundance Deli for when we have a full day. And we finally, just last summer, learned how to float Provo River. What a magical time together! I have told my husband for years that "My retirement plan is to start fly fishing on the Provo River." Everytime I see a fly fisherman out there, I am jealous of what they are seeing. Provo Canyon, in its current state, provides for the mental and emotional health of all of us. Whether we recognize it or not. I now live on Canyon Road with the best access to the canyon I could afford. I love it immensely.

All this to say, an amphitheater can go somewhere else, but this nature cannot. An amphitheater is not a necessity in Provo Canyon, so I don't even feel the need to provide solutions for where it might go. I am a regular concert attendee. I am so happy to drive to Delta Center (yay, Brandi Carlile!) for the biggest shows, where they already have traffic and parking sorted. Every summer, for years, I have driven to Utah First Amphitheater for a show or two (I have tickets to Jack Johnson later this year). And the beauty at the Red Butte Garden Summer series is an absolute treat (I scored tickets to two shows there later this summer).

As I am typing this, I am realizing, it is my pleasure and delight to have my love of concerts and my love of nature separate. I did not choose to live near a giant amphitheater for many reasons (traffic, noise, extra garbage). Logistically, Provo is not prepared for the type of amphitheater Vesper has proposed. Where would the traffic go and parking? What about the extra garbage? How would local liquor and marijuana laws be enforced with the crowd an amphitheater brings?

It is inevitable that there would be nights where Timpview football has a game, BYU Football has an event, Vesper Amphitheater has an event and BYU Marriot Center all on the same night. How are we prepared for that...we are not!

The amphitheater proposed by Vesper would inherently change Provo Canyon. It brings to mind Joni Mitchell's lyrics from Big Yellow Taxi, "They paved paradise to put up a parking lot." Let's just don't do it. Vesper can figure out a new project elsewhere.

Please let me know if you have any questions or would like any clarifications. Happy to chat.

Thank you, Tanei Atagi Henry

Kaylee Bigler – June 15

To Whom It May Concern,

I am writing to express my opposition to the proposed Vesper Amphitheater development in Provo Canyon.

Development of this magnitude would fundamentally change the character of Provo Canyon, impact its unique ecosystem, and alter a natural landscape and wildlife habitat into a major commercial destination.

I am particularly concerned about the impacts on wildlife, migration, air quality, traffic congestion, noise, light pollution, and the long-term preservation of Mount Timpanogos and Provo Canyon's unique ecosystem. Provo Canyon is treasured wilderness that should be protected for future generations.

I respectfully urge you to deny approval of this project and prioritize the preservation of Provo Canyon.

Thank you for your time and consideration.

Sincerely,

Kaylee Bigler

Provo

Joshua Peay – June 15

Dear Decision Makers,

I am writing to express my immense opposition to the proposed Vesper Amphitheater development in Provo Canyon.

Development of this magnitude would fundamentally change the character of Provo Canyon, impact its unique ecosystem, and alter a natural landscape and wildlife habitat into a major commercial destination.

As a hunter, hiker, camper, backpacker and avid outdoorsman, I am particularly concerned about the impacts on wildlife, migration, air quality, traffic congestion, noise, light pollution, and the long-term preservation of Mount Timpanogos and Provo Canyon's unique ecosystem. Provo Canyon is treasured wilderness that should be protected for future generations.

I respectfully urge you to deny approval of this project and prioritize the preservation of Provo Canyon. I am tired of individuals thinking they have the right to build something like this on public land such as Provo Canyon. Please, put a stop to this.

Thank you for your time and consideration.

Sincerely,

Joshua Peay

Orem, Utah

Clarissa Chipman – June 15

Dear Provo Planning Commission,

I am writing to oppose the Vesper Amphitheater development in Provo Canyon. This is a bad decision for wildlife, for natural areas, and for transit through the canyon.

Highway 189 is already a dangerous road. The additional cars and congestion Vesper Amphitheater would bring will increase the risk of driving up the canyon.

Provo Canyon is an incredible place and an amazing natural area. It's been one of my favorite hiking areas my entire life.

People over profit. Provo citizens deserve better.

Thank you,

Clarissa Chipman

Matt Peterson – June 16

Out of curiosity, I decided to see if AI could predict impact of moving 7,000 vehicles into (and out of) Provo Canyon. Here are the prompts I used, and corresponding answers.

Under the current road configuration, we are looking at a minimum of 2 hours disruption of normal traffic on Highway 89 and all 8 major "feeder" streets that I identified in the prompt.

I will be attending the open house tomorrow, and assume I will be able to talk with some of you personally about the time-line involved in getting UDOT traffic engineers assessment of what needs to happen in order to diffuse the likely traffic gridlock that will occur in Provo and Orem on each evening of a Vesper Theater performance. (Attached answer are provided in Tabular format).

Entrance Prompt:

Can you create a model for how long it would take 7,000 vehicles to park in a parking lot located 1 mile up Provo Canyon on Highway 189? Assume that all 7,000 vehicles are coming from Utah Valley and slow down to 40 mph as soon as they exit I-15. In the model, assume that the parking lot has four entrances and is 48 acres flat parking lot. Assume that the 7,000 vehicles

are distributed equally along feeder streets: Orem Center Street, Orem 800 N, Orem 800 S, Provo E University Parkway, Provo West Cougar Blvd, Provo 800 N, Provo East Center St, and exit ramp from I-15 to Provo East Bay Blvd. Assume that when the first cars enter the parking lot, they immediately slow to 5 mph.

Exit Prompt:

Can you do a similar calculation for exiting the parking lot and essentially doing the "reverse trip"? Make the same assumptions regarding number of vehicles, and main East-West Orem City and Provo City Roads. Assume that the 7,000 cars all start their engines at $t = 0$, and then leave the parking lot at about 5 mph. Assume that the maximum speed exiting the canyon, once out of the parking lot, would be about 40 mph, since speed limits are 35 mph on the East-West roads that feed out of Highway 189.

Food for thought!

(Also, if any of you have more up to date hard data on this, I would love to see it!!!)

Matt A. Peterson

Jes Scoville – June 16

Dear Provo City Planning Commission:

I live in Provo, Utah, and I love it.

It's not a town on most people's list of must-see places, but, let me explain my raging love for this place.

It has roots in Colorado, where I had a charmed childhood, spending hours after school on my pink and purple Huffy bike endlessly exploring — watching birds and bugs and streams. Heading for a certain copse of trees and pretending I was in Terabithia with my loyal Keeshond. I learned to ride horses, fly over jumps, look forward to the smell of oats mixed with oil. I didn't have to pretend to be a mountain girl by wearing a lot of Patagonia: I was a girl and I was in the mountains. The mountains raised me.

When I left home to attend college in Provo — my first introduction to the place was the mountains, they jut straight up without any preamble, but their peace had a familiar homecoming. If my studies got overwhelming, I headed for the hills, just like back home. Usually Provo Canyon, but sometimes the back road around Utah Lake to watch the pelicans.

Life rolled on, I married, left the west for Cleveland then Ann Arbor, Michigan, followed by San Antonio and Alexandria, Virginia.

I found little wild refuges in each place, but I missed the mountains with a fierceness that I'm not sure how to describe. It's that itch in your soul you just can't reach, where you know something is off, but you can't fix it, can't satisfy it.

When I had a chance to move back west, I turned in notice and packed up in two weeks. Could not get here fast enough.

I live close enough to Rock Canyon to head there every morning. The sun slides out from behind the peak, glancing off the top of nearby Mt. Timpanogos. I brush my fingers along the rocks, hear the calls of the world waking. The mountains are prayer, they are divinity made corporeal.

I spent childhood summers up Provo Canyon, college nights and weekends, and now the canyon is the conduit from the mess of life to the peace of wild things, as Wendell Berry writes.

I want to call Provo Canyon one of my heart's arteries, but you might think me dramatic. If anything, it would be understatement.

This is one of my favorite spots near Kamas, Utah. To get here from Provo, your only option is the road through Provo Canyon.

What do I do when a place I love like part of my body, part of my family, part of my ability to stay sane on earth, is threatened?

I don't know! And that's what's happening!

I'm devastated by this Vesper Project and how enthusiastic my local officials are about it.

I'm a huge live music fan, but this is the wrong place for a mega-amphitheater, hotel, and shopping complex. There is only one road in and out of Provo Canyon, and it's miles from a freeway. All I can see from this project is loss. Losing birds, plants, insects to pavement. Losing the sounds of the earth to traffic. Losing access to the Uintahs for the weekend because of the difficulty getting through the canyon.

I'm not calling myself any kind of expert on gravel pits or city planning or amphitheaters, but I am calling myself a person who loves the canyon. This project (which is much more moveable and scalable than a canyon) is not the right thing for the single road from Provo to the wild spaces to the east. Any time I think about it, I get sick to my stomach. I get depressed for me and my kids and all the kids and people in this area who won't be able to get to the mountains when they need to.

I just finished Hank Lentfer's memoir *Faith of Cranes* this week. I think he wrote it for me. He chronicles his devastation at the devastation of the natural places around him and across the world to his arrival at a kind of equilibrium, realizing that the most important thing he can do is love the places that mean something to him.

Here are my attempts to grope for hope in times like these: where the people we've elected to protect not just the city, but the natural world that interweaves and surrounds it, put profit over any other consideration. (A phenomenon that certainly isn't limited to my beloved canyon.)

Many thanks to Hank Lentfer for this inspiration:

- Is the world going to be eclipsed by the gears of the Industrial Revolution that remain hell-bent on processing beauty into a money-making venture?

- What can I do when the wild places around me are threatened by commercial development without regard to environmental impact?
- A lot gets buried underneath the pavement.
- How do we notice and love what's already there before deciding it should be a hotel?
- "I [Hank Lentfer] have been motivated, like so many people, by what Scott Russell Sanders calls the 'bite of conscience.' But what happens when the cries swell beyond our ability to respond? How do we keep from being buried by a swelling sense of failure?"
- Or what happens when the people we elect to steward the earth can no longer hear the bite of conscience?
- Insanity often passes for progress.
- How do you live a life so that joy remains when all else fades?
- "Hope, however feeble its foundation, bespeaks allegiance to every unlikely beauty that remains on earth." — David James Duncan
- "The only spiritually responsible way I know to be a citizen, artist, or activist, is by giving little or no thought to things such as saving the planet, achieving world peace, or stopping neocon greed. Great things seem undoable things. Small things, lovingly done, are always within our reach." — David James Duncan

So, dear Mayor Judkins, the Provo City Planning Commission, the Provo City Council, Vesper Project Planners, here's my question: Are you pushing for the Vesper Amphitheater out of love? Love for this place, for Provo Canyon, for the mountains and the countless living things that call that place home?

- If you feel like this is a project born of love, can you show me what you love?
- I have a feeling that the things you love most about this project are money, money, development, and cash.
- Why do you want your legacy in office to be the development of a natural Provo treasure?

I cannot express how utterly disappointed, heartbroken, and disgusted I will be if this project goes through.

But, I also pledge to continue in the spirit of Hank Lentfer, no matter the outcome on this project and countless projects that will likely threaten this same space in the future, to do small acts with great love.

Who knows where those small seeds of love will plant themselves?

The story of the earth can still be a story of beauty and love, as long as the individuals who still respect wild places continue to show their love for that wild beauty.

Please reconsider the location of this project. It doesn't belong at the mouth of our only canyon.

Mitzi Collins – June 16

Often the only citizens that give input are those against a proposed action. I want you to know I am in favor of pursuing the proposed development. Go through the process and see where it takes us as a community.

The gravel pit is not pristine wilderness needing preservation. And the proposed development includes conservation easements that will enhance the canyon and its beauty for citizens who enjoy recreating in Provo Canyon rather than taking away from anything currently there. Communities need places to gather and recreate. Having developments like the one proposed creates bonds and makes people want to stay home, spend their dollars here, and be a part of our community. In addition, the proposed development will generate taxes that allow the city to fund needed projects. Last, the amphitheater will create jobs. The economic benefits seem positive at this point.

It is difficult to get tickets to many of the events at Sundance because the demand is so high. This is a good indicator that there is a need and desire to support arts and entertainment venues in this part of the Valley.

Please pursue this proposal with an open, positive mind and be careful of the loud naysayers. It seems there is always a negative thing to be said, and fear mongering rules the day when it comes to public proposals. Wise, careful (but not neverending oversight or studies) stewardship will get us all the information we need to make a good decision.

That said, please consider expanding the ramp going over the highway to include cars and pedestrians so exiting the development will be safer and faster.

Thank you.

Mitzi Collins

Provo Citizen

Jack Perri – June 16

Greetings,

This proposed amphitheater worries me; it feels like individuals of large financial interests are having an outsized impact on this project's existence and continuance. I feel deeply that the interests of the 1% do not align with those of the 99%. Moreover, this will not benefit the average Provo citizen, but it will greatly benefit the private investors and the Osmond family and the wealthy clientèle who will be able to afford to attend events at this venue. I find their claims on their website dubious and believe they should be validated completely before action is taken

to approve this project. Lastly, please make sure to require their proposed environmental restoration so it actually happens and isn't just a promise that falls through in their chase after profits first and foremost.

Thank you for your time.

J. Nelson – June 16

To the members of the City Council and Planning Commission:

I would like to respectfully express my opposition to the proposed Vesper Amphitheater and associated developments in Provo Canyon.

These developments will have large effects on the ecology and character of Provo Canyon. I am concerned about the impacts this would have on natural processes that affect the beauty and integrity of Provo Canyon as a place that is important for both people and wildlife. I believe these developments will worsen air quality, noise and light pollution, traffic congestion, and negatively impact the ecology of Provo Canyon due to the scale of the project and it's proximity to the wilderness, including Provo River and Mount Timpanogos. I respectfully urge you to deny approval of this project and prioritize the preservation of Provo Canyon.

Thank you for your time and consideration.

Sincerely,

J. Nelson. Provo, UT.

Mary Reesor – June 16

As Orem residents we are asking that you please have the Osmonds find another area to build their entertainment venue, someplace other than Provo Canyon.

The Canyon needs to be left more natural and the venue would make traffic a nightmare, not to mention the noise and major problems if there were a fire, ect.

There are many other more suitable places to build their venue. Please consider that. Thank you.

Mary Reesor (concerned citizen)

Provo City Planning Commission

Report of Action

June 24, 2026

-
- *ITEM 3** Bryan Bayles requests a Zone Map Amendment from the A1.5 (Agricultural), PF (Public Facilities), and OSPR (Open Space, Preservation, and Recreation) Zones to the SC3 (Regional Shopping Center) Zone for approximately 100.7 acres of land to allow for an entertainment and hospitality development, located at 6622 N Hwy 189. North Timpview Neighborhood. Aaron Ardmore (801) 852-6404 PLRZ20260221
-

The following action was taken by the Planning Commission on the above described item at its regular meeting of June 24, 2026:

RECOMMENDED DENIAL

On a vote of 5:2, the Planning Commission recommended that the Municipal Council deny the above noted application.

Motion By: Joel Temple

Second By:

Votes in Favor of the Motion: Joel Temple, Anne Allen, Lisa Jensen, Melissa Kendall, Matt Wheelwright

Votes Not in Favor of the Motion: Jonathon Hill, Jon Lyons

Matt Wheelwright was present as Chair.

- Includes facts of the case, analysis, conclusions and recommendations outlined in the Staff Report, with any changes noted; Planning Commission determination is generally consistent with the Staff analysis and determination.

LEGAL DESCRIPTION FOR PROPERTY TO BE REZONED

The property to be rezoned to the SC3 Zone is described in the attached Exhibit A.

RELATED ACTIONS

Pending actions on a general plan map change application (PLGPA20260220) and Concept Plan approval (PLCP20260222).

STAFF PRESENTATION

The Staff Report to the Planning Commission provides details of the facts of the case and the Staff's analysis, conclusions, and recommendations.

CITY DEPARTMENTAL ISSUES

- The Coordinator Review Committee (CRC) has reviewed the application and given their approval.

NEIGHBORHOOD MEETING DATE

- The North Timpview neighborhood held a meeting on June 1, 2026. A report of that meeting and feedback presented is attached to this Report of Action.

NEIGHBORHOOD AND PUBLIC COMMENT

- The Neighborhood District Chair was present and expressed a desire for a PRO zone that could be tailored to this unique proposal.

CONCERNS RAISED BY PUBLIC

Prior to the Planning Commission public hearing, over 200 responses to this project were received by the Development Services Department. During the public comment, 50 citizens spoke, not all Provo residents. There were residents and comments in support of the project, but the vast majority of the public comments were not in favor. The following concerns were raised:

- That a venue of 20,000 seats would create too great a traffic burden in the mouth of Provo Canyon;
- That traffic currently stacks at Hwy 189 and Orem 800 N, entering and exiting for venue events will add to the problem;
- That 8,000 parking stalls would overwhelm the site and impact parking lots at nearby parks;
- That it would be too difficult to control noise impacts of venue functions;
- That Provo Canyon should be preserved as open space;
- That a venue of this size would be too great of impact on Provo Canyon;
- That this proposal contradicts a 2020 Provo City Resolution that calls for preservation of Provo Canyon;
- That there are statements in the Hillside and Canyons Master Plan that call for being sensitive to impacts of development on Provo Canyon;
- That the canyons are invaluable for quality of life and should be actively protected;
- That is gravel pit is not active, or only occasionally active, so its impact on the Canyon is minimal;
- That the gun range will likely have to be relocated and there is no plan for that at this time;
- That Utah County needs more cultural venues;
- That the county needs a large venue, like USANA in Salt Lake County;
- That Vesper will be economically beneficial to the city and county;
- That this location, at the mouth of Provo Canyon, has little impact on the canyon, and
- That the gravel pit needs to be reclaimed and this is a good use to accomplish that.

APPLICANT RESPONSE

Key points addressed in the applicant's presentation to the Planning Commission included the following:

- It is the setting and surrounding mountains that will make the venue special and successful.
- The view of surrounding mountains during venue events is what will make for an exceptional experience.
- The existing gravel pit is a detriment to the Canyon and to Provo City. It does not allow public access in or around it.
- Vesper will be designed to minimize impact on the environment.
- Vesper will maintain public trails and open space around the venue,
- Forty acres of the city's property will be placed in a conservation easement.
- That the venue will only be used for maximum occupancy a handful of times each year.
- That the Development Agreement includes rezoning back to previous zoning if defined timeframes are not met. This is unusual on zone changes and it is a high bar.
- That UDOT will have to approve a traffic plan and mitigation plans. More details will be known on traffic as part of the Project Plan approval review.

PLANNING COMMISSION DISCUSSION

Key points discussed by the Planning Commission included the following:

- The PC debated the size of the proposed venue verses the location; the idea that this location is on the border of being in the canyon; it's not Provo Canyon.
- However, the traffic impacts of a 20,000-seat amphitheater were a significant concern and point of discussion. Highway 189 is an arterial road, but it would be the only access to the site.
- Parking of 8,000 vehicles was of significant concern.
- The PC was uncomfortable with the vagueness of "the venue would only be used for maximum occupancy a handful of times each year." They recommended that this be tied down specifically in the Development Agreement.
- The 125' height of the amphitheater was questioned and if it would be visible from the south, down the canyon.
- There was concern related to granting the zone change with so many unanswered questions; that the city would be giving up too much leverage.
- The PC understood that details come with the project plan application but given the sensitive nature of this site, it was uncomfortable to grant zoning.
- There seemed to be more acceptance of a smaller venue but this was not formally voted on.



Planning Commission Chair



Director of Development Services

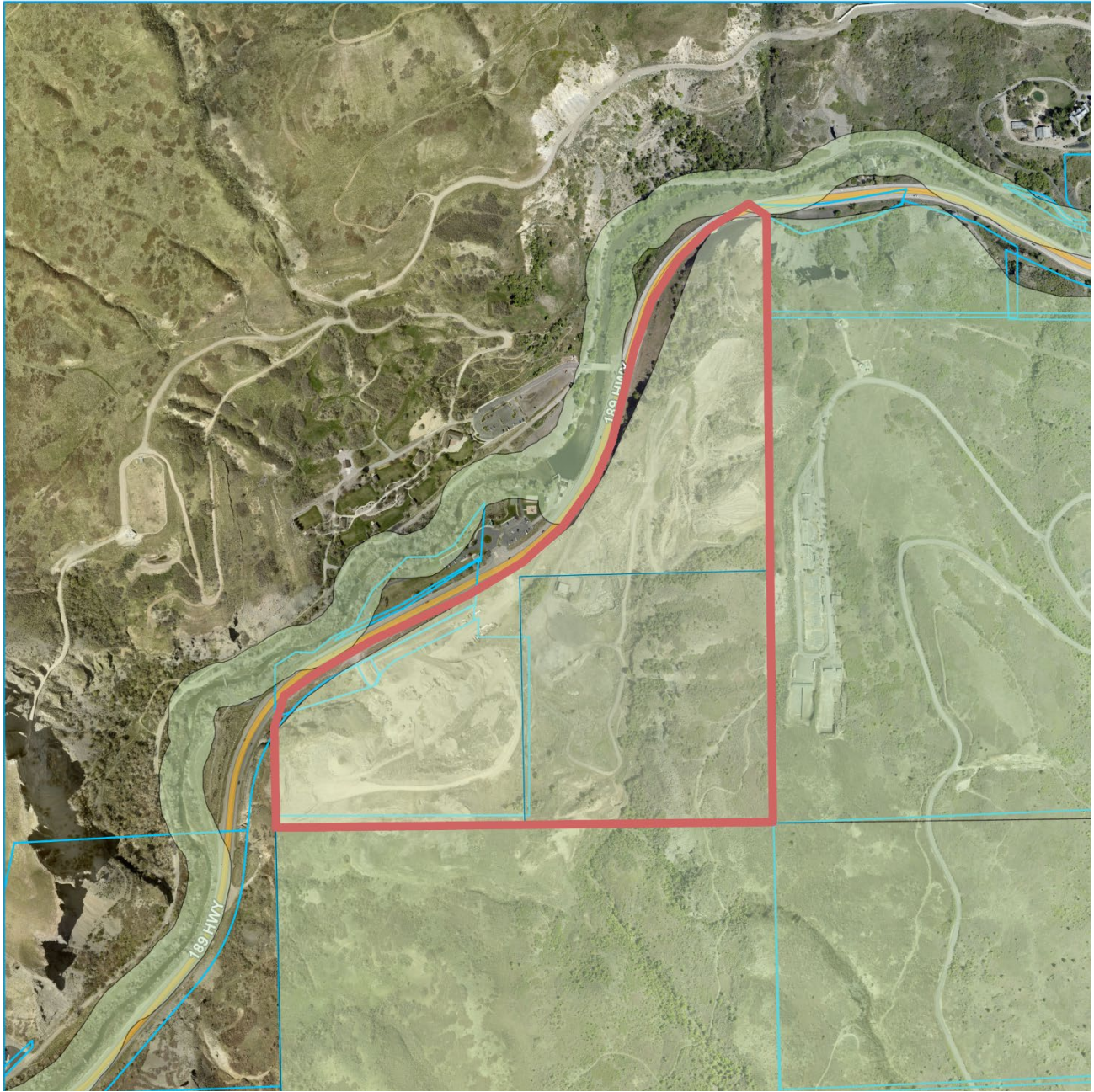
See Key Land Use Policies of the Provo City General Plan, applicable Titles of the Provo City Code, and the Staff Report to the Planning Commission for further detailed information. The Staff Report is a part of the record of the decision of this item. Where findings of the Planning Commission differ from findings of Staff, those will be noted in this Report of Action.

Legislative items are noted with an asterisk (*) and require legislative action by the Municipal Council following a public hearing; the Planning Commission provides an advisory recommendation to the Municipal Council following a public hearing.

Administrative decisions of the Planning Commission (items not marked with an asterisk) **may be appealed** by submitting an application/notice of appeal, with the required application and noticing fees to the Development Services Department, 445 W Center Street, Provo, Utah, **within fourteen (14) calendar days of the Planning Commission's decision** (Provo City office hours are Monday through Thursday, 7:00 a.m. to 6:00 p.m.).

BUILDING PERMITS MUST BE OBTAINED BEFORE CONSTRUCTION BEGINS

EXHIBIT A



Serial Number: 20:013:0001

COM AT THE S 1/4 COR. SEC. 6, T6S, R3E, SLB&M; N 513 F T; ALONG A CURVE TO THE R (CHORD BEARS: N 37 DEG 38' 26" E 121.8 FT, RADIUS = 854.93 FT); N 72 DEG 30' 0" E 480.3 FT; N 22 DEG 18' 0" E 71 FT; N 48 DEG 28' 0" E 85.4 FT; N 63 DEG 17' 0" E 505 FT; S 4 DEG 10' 0" W 1.5 CH; E 4.1 CH; S 14.2 CH; W 20 CH TO THE POB. AREA: 24.124 AC.

Serial Number: 20:013:0020

Taxing Description: COM N 0 DEG 39' 53" W 876.78 FT & E 476.82 FT & N 63 DEG 4' 46" E 40 FT FROM THE S 1/4 COR. SEC. 6, T6S, R3E, SLB&M; S 26 DEG 55' 15" E 78.78 FT; ALONG

A CURVE TO THE L (CHORD BEARS: S 30 DEG 1' 44" E 17.85 FT, RADIUS = 164.63 FT); N 50 DEG 42' 57" E 15.94 FT; N 22 DEG 17' 59" E .36 FT; N 48 DEG 28' 0" E 85.4 FT; N 63 DEG 17' 0" E 473.7 FT; N 3 DEG 10' 11" E 84.48 FT; S 63 DEG 4' 46" W 615.5 FT TO THE POB.

AREA 1.014 AC.

Serial Number: 20:013:0018

COM N 876.72 FT & E 466.65 FT FROM THE S 1/4 COR. SEC. 6, T6S, R3E, SLB&M; S 63 DEG 4' 45" W 40 FT; S 26 DEG 55' 12" E 78.78 FT; ALONG A CURVE TO THE L (CHORD BEARS: S 33 DEG 20' 50" E 54.77 FT, RADIUS = 244.63 FT) ARC LENGTH = 54.89 FEET; N 72 DEG 30' 0" E 25.46 FT; N 23 DEG 44' 2" E 64.3 FT; ALONG A CURVE TO THE R (CHORD BEARS: N 30 DEG 1' 45" W 17.85 FT, RADIUS = 164.63 FT) ARC LENGTH = 17.86 FEET; N 26 DEG 55' 16" W 78.78 FT; S 63 DEG 4' 45" W 40 FT TO THE POB.

AREA 0.226 AC.

Serial Number: 20:013:0019

COM N 0 DEG 39' 53" W 876.78 FT & E 476.82 FT & S 63 DEG 4' 46" W 40 FT FROM THE S 1/4 COR. SEC. 6, T6S, R3E, SLB&M; S 63 DEG 4' 46" W 114.31 FT; ALONG A CURVE TO THE L (CHORD BEARS: S 52 DEG 13' 4" W 322.22 FT, RADIUS = 854.93 FT); N 72 DEG 30' 0" E 442.86 FT; ALONG A CURVE TO THE R (CHORD BEARS: N 33 DEG 20' 54" W 54.77 FT, RADIUS = 244.63 FT); N 26 DEG 55' 18" W 78.78 FT TO THE POB.

AREA 0.811 AC.

A PORTION OF SECTION 6, TOWNSHIP 6 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN, LOCATED IN PROVO, UTAH, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SECTION 6, TOWNSHIP 6 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN; THENCE S89°28'45"W ALONG THE SECTION LINE 1312.75 FEET; THENCE N01°03'50"W ALONG THE 1/16 TH LINE 925.92 FEET; THENCE S89°52'59"W 246.84 FEET; THENCE N04°00'00"E 211.79 FEET TO THE SOUTH RIGHT-OF-WAY AND LIMITED ACCESS LINE OF HIGHWAY 189; THENCE ALONG THE SOUTH RIGHT-OF-WAY AND LIMITED ACCESS LINE

OF HIGHWAY 189 THE FOLLOWING (5) COURSES; THENCE N65°04'46"E 183.48 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF A 1245.91 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT 883.31 FEET, THROUGH THE CENTRAL ANGLE OF 40°37'14", AND A RADIAL BEARING

OF N26°50'20"W (CHORD BEARS: N42°51'03"E 864.92 FEET); THENCE N22°32'25"E 930.21 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF A 712.04 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT 258.55 FEET, THROUGH THE CENTRAL ANGLE OF 20°48'18", AND A RADIAL BEARING OF S66°21'13"E (CHORD BEARS: N34°02'56"E 257.13 FEET); THENCE N58°47'35"E 293.36 FEET; THENCE S02°32'36"E 406.06 FEET; THENCE S00°49'01"E 1327.79 FEET; THENCE S00°49'01"E 1327.04 FEET TO THE POINT OF BEGINNING.

AREA: 2,895,454 SQUARE FEET OR 66.470 ACRES

EXHIBIT B

Resident Concerns re: proposed Vesper Amphitheater North Timpview Neighborhood Meeting - June 1, 2026

Overall Project Concerns

- Many residents opposed the project or expressed serious reservations about its size, location, and long-term impacts.
- Several speakers said the proposal appears too large and too fast-moving for such a sensitive canyon location.
- Residents repeatedly asked the City to slow down, complete studies first, and allow more public review before any zoning change.
- Some questioned whether a 20,000-seat venue is appropriate at the mouth of Provo Canyon.
- Several comments challenged the framing that the only choices are leaving the gravel pit as-is or approving the Vesper proposal.

Traffic, Parking, and Public Safety

- Traffic was the most repeated concern.
- Residents questioned how 20,000 attendees could safely enter and exit through a constrained canyon corridor.
- Several people compared the situation to BYU game traffic, USANA Amphitheater traffic, and existing congestion during peak canyon use.
- Concerns included:
 - One main road in and out of the canyon
 - Congestion on Highway 189 and Canyon Road
 - Neighborhood cut-through traffic
 - Safety for pedestrians, bikers, runners, pets, and children
 - Existing crashes and accident risks
 - Emergency evacuation during wildfire or other disasters
- Many asked for detailed traffic studies, UDOT projections, ingress/egress plans, and mitigation strategies before approval.

- Parking concerns included whether on-site parking is realistic, whether shuttles would be used, how many vehicles would be accommodated, and whether parking for workers and guests would be sufficient.

Project Scale and Venue Size

- Many residents said the proposed venue is too large for the canyon.
- Several suggested a smaller venue, such as 5,000 seats or something closer in scale to Sundance, Tuacahn, Deer Valley, or Red Rocks.
- Some questioned why a 100-acre footprint is needed for a venue comparable in seating to the Marriott Center.
- Residents raised concerns about the amount of land, paving, parking, and infrastructure required for a 20,000-person venue.
- Some comments questioned whether the business model requires increasingly larger or more frequent events over time.

Zoning, Development Agreement, and Process

- Many residents asked that a formal development agreement be completed before any zone change is considered. Suggested development agreement components included:
 - Clear allowed uses
 - Deed restrictions
 - Required studies
 - Timelines and benchmarks
 - Limits on event size and frequency
 - Enforcement mechanisms
 - Reversion to current zoning if the project becomes infeasible
- Several residents worried that once rezoning occurs, it may be difficult for the City to enforce commitments.
- Some comments said the process feels backwards and that impact studies should come before rezoning.

Environmental and Natural Resource Impacts

- Residents emphasized that Provo Canyon is a major natural and recreational asset for Utah Valley.
- Concerns included:
 - Loss of open space
 - Deforestation and heat from pavement
 - Impacts to wildlife habitat

- Light pollution and dark-sky impacts
- Noise impacts
- Water use
- Groundwater, aquifers, springs, and flood risk
- Construction impacts on nearby natural spaces
- Several residents said the canyon should be preserved as open space, not converted to commercial use.
- Some objected to describing the proposal as “restoration,” arguing that commercial development is not the same as restoring the gravel pit.

Alternatives to the Proposal

- Many residents asked the City to consider other options besides the Vesper project:
 - Reclaiming the gravel pit as a natural recreation area
 - Restoring wildlife habitat or watershed function
 - Creating a public park
 - Adding mountain bike trails
 - Issuing a call for proposals for lower-impact reuse ideas
 - Purchasing and restoring the gravel pit acreage
- Several residents argued that gravel pit reclamation does not require a large commercial development.

Open Space, Public Land, and Precedent

- Residents expressed support for the current open space preservation and recreation zoning.
- Several warned that approving commercial development at the canyon’s mouth could set a precedent for additional canyon development.
- Some raised concerns about public open space being used to support a private developer’s financial model.
- Residents asked how public land, nearby natural areas, and conservation commitments would be protected long-term.
- Some urged that city-owned land retain its current open space zoning rather than being rezoned commercial with a later conservation easement.

Noise, Lighting, and Neighborhood Impacts

- Residents raised concerns about amplified sound, decibel levels, and compliance with Orem’s noise ordinance.

- Questions included what sound levels would be allowed at adjacent properties and what hours music would be permitted.
- Light pollution was raised as a concern for nearby residents, wildlife, and the night sky.
- Residents with experience living near stadiums or large venues described concerns about trespassing, property damage, crowd behavior, and neighborhood disruption.

Recreation and Trail Impacts

- Several speakers described the area as important for hiking, biking, equestrian use, and access to the Bonneville Shoreline Trail and Indian Road Trailhead.
- Concerns included increased foot traffic into adjacent hillside areas and insufficient controls to protect nearby trails and open space.
- Some residents said Provo Canyon is already heavily used and serves as a vital respite for surrounding communities.

Water, Infrastructure, and Costs

- Residents asked how the project would affect water resources, aquifers, springs, groundwater, and flooding.
- Some questioned whether paving permeable land could increase runoff and flood risk.
- Infrastructure questions included:
 - Who would pay for sewer lines or other needed infrastructure?
 - Whether capital funding is in place
 - Whether the project can be financially viable if it operates mainly seasonally
- Some residents questioned whether the scale of the project is being driven by the cost of land acquisition.

Supportive or Mixed Feedback

- A few residents offered more supportive or open-minded comments.
- Some said they want the gravel pit eliminated and asked opponents to identify a realistic alternative buyer or funding source.
- One resident said an amphitheater may be preferable to residential development because it would not be continuously occupied.
- Another urged residents to respect the private property rights process and allow the applicant to complete due diligence.
- Some supportive or mixed comments still suggested the venue should be smaller or subject to strict conditions.

Key Questions Raised by Residents

- Why does the venue need to be 20,000 seats?
- Why not consider a smaller venue?
- What is the realistic parking plan?
- How will traffic, ingress, and egress be handled?
- What are UDOT's long-term traffic and crash projections?
- How would wildfire evacuation work with a large event underway?
- What studies will be required before approval?
- Why not complete the development agreement before rezoning?
- Can zoning revert if the project becomes infeasible?
- How will noise, light, water, wildlife, and trail impacts be mitigated?
- What other reuse or restoration options has the City considered?
- Who controls future event size and frequency?
- Who pays for needed infrastructure?
- How will adjacent neighborhoods be protected?

Provo City Planning Commission

Report of Action

June 24, 2026

-
- *ITEM 2** Bryan Bayles requests a General Plan Map Amendment for approximately 100.7 acres of land to move from the Agricultural (A) and Parks, Recreation, or Open Space (PR&OS) designations to a Commercial (C) designation to allow for an entertainment and hospitality development, located at 6622 N Hwy 189, North Timpview Neighborhood. Aaron Ardmore (801) 852-6404 aardmore@provo.gov
PLGPA20260220
-

The following action was taken by the Planning Commission on the above-described item at its regular meeting of June 24, 2026:

RECOMMEND DENIAL

On a vote of 2:5, the Planning Commission recommended that the Municipal Council approve the above noted application.
The motion failed by a vote of 2 to 5.

Motion By: Jonathan Hill

Second By: Jon Lyons

Votes in Favor of the Motion: Jonathan Hill, Jon Lyons.

Votes Not in Favor of the Motion: Anne Allen, Lisa Jensen, Melissa Kendall, Matt Wheelwright and Joel Temple

Matt Wheelwright was present as Chair.

- Includes facts of the case, analysis, conclusions and recommendations outlined in the Staff Report, with any changes noted; Planning Commission determination is generally consistent with Staff analysis and determination.

RELATED ACTIONS

Pending actions on a zone change application (PLRZ20260221) and Concept Plan approval (PLCP20260222).

STAFF PRESENTATION

The Staff Report to the Planning Commission provides details of the facts of the case and the Staff's analysis, conclusions, and recommendations.

CITY DEPARTMENTAL ISSUES

- The Coordinator Review Committee (CRC) has reviewed the application and given their approval.

NEIGHBORHOOD MEETING DATE

- The North Timpview neighborhood held a meeting on June 1, 2026. A report of that meeting and feedback presented is attached to this Report of Action.

NEIGHBORHOOD AND PUBLIC COMMENT

- The Neighborhood District Chair was present and expressed a desire for a PRO zone that could be tailored to this unique proposal.

CONCERNS RAISED BY PUBLIC

Prior to the Planning Commission public hearing, over 200 responses to this project were received by the Development Services Department. During the public comment, 50 citizens spoke, not all Provo residents. There were residents and comments in support of the project, but the vast majority of the public comments were not in favor. The following concerns were raised:

- That a venue of 20,000 seats would create too great a traffic burden in the mouth of Provo Canyon;
- That traffic currently stacks at Hwy 189 and Orem 800 N, entering and exiting for venue events will add to the

- problem;
- That 8,000 parking stalls would overwhelm the site and impact parking lots at nearby parks;
- That it would be too difficult to control noise impacts of venue functions;
- That Provo Canyon should be preserved as open space;
- That a venue of this size would be too great of impact on Provo Canyon;
- That this proposal contradicts a 2020 Provo City Resolution that calls for preservation of Provo Canyon;
- That there are statements in the Hillside and Canyons Master Plan that call for being sensitive to impacts of development on Provo Canyon;
- That the canyons are invaluable for quality of life and should be actively protected;
- That is gravel pit is not active, or only occasionally active, so its impact on the Canyon is minimal;
- That the gun range will likely have to be relocated and there is no plan for that at this time;
- That Utah County needs more cultural venues;
- That the county needs a large venue, like USANA in Salt Lake County;
- That Vesper will be economically beneficial to the city and county;
- That this location, at the mouth of Provo Canyon, has little impact on the canyon, and
- That the gravel pit needs to be reclaimed and this is a good use to accomplish that.

APPLICANT RESPONSE

Key points addressed in the applicant's presentation to the Planning Commission included the following:

- It is the setting and surrounding mountains that will make the venue special and successful.
- The view of surrounding mountains during venue events is what will make for an exceptional experience.
- The existing gravel pit is a detriment to the Canyon and to Provo City. It does not allow public access in or around it.
- Vesper will be designed to minimize impact on the environment.
- Vesper will maintain public trails and open space around the venue,
- Forty acres of the city's property will be placed in a conservation easement.
- That the venue will only be used for maximum occupancy a handful of times each year.
- That the Development Agreement includes rezoning back to previous zoning if defined timeframes are not met. This is unusual on zone changes and it is a high bar.
- That UDOT will have to approve a traffic plan and mitigation plans. More details will be known on traffic as part of the Project Plan approval review.

PLANNING COMMISSION DISCUSSION

Key points discussed by the Planning Commission included the following:

- The PC debated the size of the proposed venue verses the location; the idea that this location is on the border of being in the canyon; it's not Provo Canyon.
- However, the traffic impacts of a 20,000-seat amphitheater were a significant concern and point of discussion. Highway 189 is an arterial road, but it would be the only access to the site.
- Parking of 8,000 vehicles was of significant concern.
- The PC was uncomfortable with the vagueness of "the venue would only be used for maximum occupancy a handful of times each year." They recommended that this be tied down specifically in the Development Agreement.
- The 125' height of the amphitheater was questioned and if it would be visible from the south, down the canyon.
- There was concern related to granting the zone change with so many unanswered questions; that the city would be giving up too much leverage.
- The PC understood that details come with the project plan application but given the sensitive nature of this site, it was uncomfortable to grant zoning.
- There seemed to be more acceptance of a smaller venue but this was not formally voted on.



Planning Commission Chair



Director of Development Services

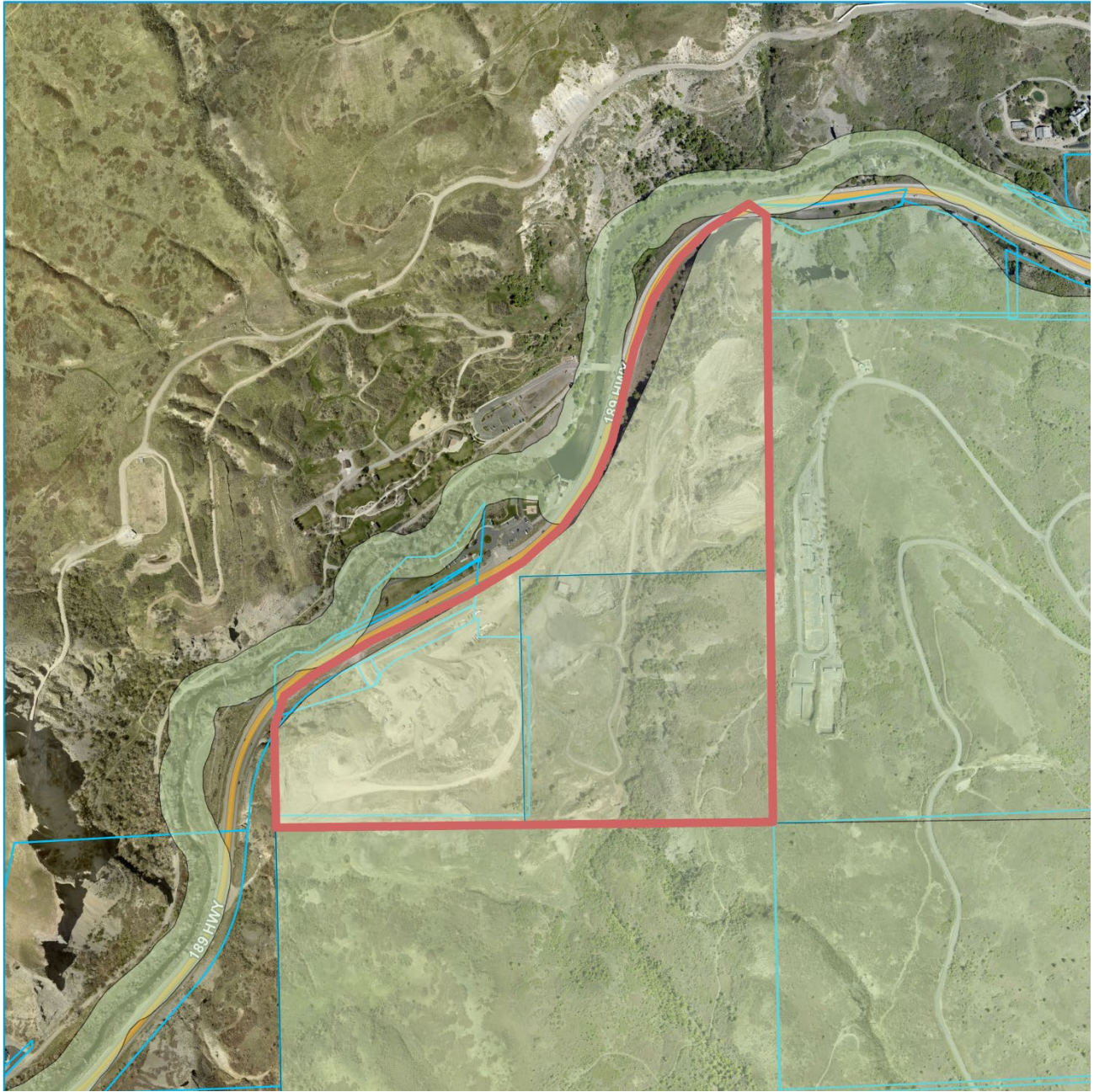
See Key Land Use Policies of the Provo City General Plan, applicable Titles of the Provo City Code, and the Staff Report to the Planning Commission for further detailed information. The Staff Report is a part of the record of the decision of this item. Where findings of the Planning Commission differ from findings of Staff, those will be noted in this Report of Action.

Legislative items are noted with an asterisk (*) and require legislative action by the Municipal Council following a public hearing; the Planning Commission provides an advisory recommendation to the Municipal Council following a public hearing.

Administrative decisions of the Planning Commission (items not marked with an asterisk) **may be appealed** by submitting an application/notice of appeal, with the required application and noticing fees to the Development Services Department, 445 W Center Street, Provo, Utah, **within fourteen (14) calendar days of the Planning Commission's decision** (Provo City office hours are Monday through Thursday, 7:00 a.m. to 6:00 p.m.).

BUILDING PERMITS MUST BE OBTAINED BEFORE CONSTRUCTION BEGINS

EXHIBIT A



Serial Number: 20:013:0001

COM AT THE S 1/4 COR. SEC. 6, T6S, R3E, SLB&M; N 513 F T; ALONG A CURVE TO THE R (CHORD BEARS: N 37 DEG 38' 26" E 121.8 FT, RADIUS = 854.93 FT); N 72 DEG 30' 0" E 480.3 FT; N 22 DEG 18' 0" E 71 FT; N 48 DEG 28' 0" E 85.4 FT; N 63 DEG 17' 0" E 505 FT; S 4 DEG 10' 0" W 1.5 CH; E 4.1 CH; S 14.2 CH; W 20 CH TO THE POB. AREA: 24.124 AC.

Serial Number: 20:013:0020

Taxing Description: COM N 0 DEG 39' 53" W 876.78 FT & E 476.82 FT & N 63 DEG 4' 46" E 40 FT FROM THE S 1/4 COR. SEC. 6, T6S, R3E, SLB&M; S 26 DEG 55' 15" E 78.78 FT; ALONG

A CURVE TO THE L (CHORD BEARS: S 30 DEG 1' 44" E 17.85 FT, RADIUS = 164.63 FT); N 50 DEG 42' 57" E 15.94 FT; N 22 DEG 17' 59" E .36 FT; N 48 DEG 28' 0" E 85.4 FT; N 63 DEG 17' 0" E 473.7 FT; N 3 DEG 10' 11" E 84.48 FT; S 63 DEG 4' 46" W 615.5 FT TO THE POB.

AREA 1.014 AC.

Serial Number: 20:013:0018

COM N 876.72 FT & E 466.65 FT FROM THE S 1/4 COR. SEC. 6, T6S, R3E, SLB&M; S 63 DEG 4' 45" W 40 FT; S 26 DEG 55' 12" E 78.78 FT; ALONG A CURVE TO THE L (CHORD BEARS: S 33 DEG 20' 50" E 54.77 FT, RADIUS = 244.63 FT) ARC LENGTH = 54.89 FEET; N 72 DEG 30' 0" E 25.46 FT; N 23 DEG 44' 2" E 64.3 FT; ALONG A CURVE TO THE R (CHORD BEARS: N 30 DEG 1' 45" W 17.85 FT, RADIUS = 164.63 FT) ARC LENGTH = 17.86 FEET; N 26 DEG 55' 16" W 78.78 FT; S 63 DEG 4' 45" W 40 FT TO THE POB.

AREA 0.226 AC.

Serial Number: 20:013:0019

COM N 0 DEG 39' 53" W 876.78 FT & E 476.82 FT & S 63 DEG 4' 46" W 40 FT FROM THE S 1/4 COR. SEC. 6, T6S, R3E, SLB&M; S 63 DEG 4' 46" W 114.31 FT; ALONG A CURVE TO THE L (CHORD BEARS: S 52 DEG 13' 4" W 322.22 FT, RADIUS = 854.93 FT); N 72 DEG 30' 0" E 442.86 FT; ALONG A CURVE TO THE R (CHORD BEARS: N 33 DEG 20' 54" W 54.77 FT, RADIUS = 244.63 FT); N 26 DEG 55' 18" W 78.78 FT TO THE POB.

AREA 0.811 AC.

A PORTION OF SECTION 6, TOWNSHIP 6 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN, LOCATED IN PROVO, UTAH, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SECTION 6, TOWNSHIP 6 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN; THENCE S89°28'45"W ALONG THE SECTION LINE 1312.75 FEET; THENCE N01°03'50"W ALONG THE 1/16 TH LINE 925.92 FEET; THENCE S89°52'59"W 246.84 FEET; THENCE N04°00'00"E 211.79 FEET TO THE SOUTH RIGHT-OF-WAY AND LIMITED ACCESS LINE OF HIGHWAY 189; THENCE ALONG THE SOUTH RIGHT-OF-WAY AND LIMITED ACCESS LINE

OF HIGHWAY 189 THE FOLLOWING (5) COURSES; THENCE N65°04'46"E 183.48 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF A 1245.91 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT 883.31 FEET, THROUGH THE CENTRAL ANGLE OF 40°37'14", AND A RADIAL BEARING

OF N26°50'20"W (CHORD BEARS: N42°51'03"E 864.92 FEET); THENCE N22°32'25"E 930.21 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF A 712.04 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT 258.55 FEET, THROUGH THE CENTRAL ANGLE OF 20°48'18", AND A RADIAL BEARING OF S66°21'13"E (CHORD BEARS: N34°02'56"E 257.13 FEET); THENCE N58°47'35"E 293.36 FEET; THENCE S02°32'36"E 406.06 FEET; THENCE S00°49'01"E 1327.79 FEET; THENCE S00°49'01"E 1327.04 FEET TO THE POINT OF BEGINNING.

AREA: 2,895,454 SQUARE FEET OR 66.470 ACRES

EXHIBIT B

Resident Concerns re: proposed Vesper Amphitheater North Timpview Neighborhood Meeting - June 1, 2026

Overall Project Concerns

- Many residents opposed the project or expressed serious reservations about its size, location, and long-term impacts.
- Several speakers said the proposal appears too large and too fast-moving for such a sensitive canyon location.
- Residents repeatedly asked the City to slow down, complete studies first, and allow more public review before any zoning change.
- Some questioned whether a 20,000-seat venue is appropriate at the mouth of Provo Canyon.
- Several comments challenged the framing that the only choices are leaving the gravel pit as-is or approving the Vesper proposal.

Traffic, Parking, and Public Safety

- Traffic was the most repeated concern.
- Residents questioned how 20,000 attendees could safely enter and exit through a constrained canyon corridor.
- Several people compared the situation to BYU game traffic, USANA Amphitheater traffic, and existing congestion during peak canyon use.
- Concerns included:
 - One main road in and out of the canyon
 - Congestion on Highway 189 and Canyon Road
 - Neighborhood cut-through traffic
 - Safety for pedestrians, bikers, runners, pets, and children
 - Existing crashes and accident risks
 - Emergency evacuation during wildfire or other disasters
- Many asked for detailed traffic studies, UDOT projections, ingress/egress plans, and mitigation strategies before approval.

- Parking concerns included whether on-site parking is realistic, whether shuttles would be used, how many vehicles would be accommodated, and whether parking for workers and guests would be sufficient.

Project Scale and Venue Size

- Many residents said the proposed venue is too large for the canyon.
- Several suggested a smaller venue, such as 5,000 seats or something closer in scale to Sundance, Tuacahn, Deer Valley, or Red Rocks.
- Some questioned why a 100-acre footprint is needed for a venue comparable in seating to the Marriott Center.
- Residents raised concerns about the amount of land, paving, parking, and infrastructure required for a 20,000-person venue.
- Some comments questioned whether the business model requires increasingly larger or more frequent events over time.

Zoning, Development Agreement, and Process

- Many residents asked that a formal development agreement be completed before any zone change is considered. Suggested development agreement components included:
 - Clear allowed uses
 - Deed restrictions
 - Required studies
 - Timelines and benchmarks
 - Limits on event size and frequency
 - Enforcement mechanisms
 - Reversion to current zoning if the project becomes infeasible
- Several residents worried that once rezoning occurs, it may be difficult for the City to enforce commitments.
- Some comments said the process feels backwards and that impact studies should come before rezoning.

Environmental and Natural Resource Impacts

- Residents emphasized that Provo Canyon is a major natural and recreational asset for Utah Valley.
- Concerns included:
 - Loss of open space
 - Deforestation and heat from pavement
 - Impacts to wildlife habitat

- Light pollution and dark-sky impacts
- Noise impacts
- Water use
- Groundwater, aquifers, springs, and flood risk
- Construction impacts on nearby natural spaces
- Several residents said the canyon should be preserved as open space, not converted to commercial use.
- Some objected to describing the proposal as “restoration,” arguing that commercial development is not the same as restoring the gravel pit.

Alternatives to the Proposal

- Many residents asked the City to consider other options besides the Vesper project:
 - Reclaiming the gravel pit as a natural recreation area
 - Restoring wildlife habitat or watershed function
 - Creating a public park
 - Adding mountain bike trails
 - Issuing a call for proposals for lower-impact reuse ideas
 - Purchasing and restoring the gravel pit acreage
- Several residents argued that gravel pit reclamation does not require a large commercial development.

Open Space, Public Land, and Precedent

- Residents expressed support for the current open space preservation and recreation zoning.
- Several warned that approving commercial development at the canyon’s mouth could set a precedent for additional canyon development.
- Some raised concerns about public open space being used to support a private developer’s financial model.
- Residents asked how public land, nearby natural areas, and conservation commitments would be protected long-term.
- Some urged that city-owned land retain its current open space zoning rather than being rezoned commercial with a later conservation easement.

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- Residents raised concerns about amplified sound, decibel levels, and compliance with Orem’s noise ordinance.

- Questions included what sound levels would be allowed at adjacent properties and what hours music would be permitted.
- Light pollution was raised as a concern for nearby residents, wildlife, and the night sky.
- Residents with experience living near stadiums or large venues described concerns about trespassing, property damage, crowd behavior, and neighborhood disruption.

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- Several speakers described the area as important for hiking, biking, equestrian use, and access to the Bonneville Shoreline Trail and Indian Road Trailhead.
- Concerns included increased foot traffic into adjacent hillside areas and insufficient controls to protect nearby trails and open space.
- Some residents said Provo Canyon is already heavily used and serves as a vital respite for surrounding communities.

Water, Infrastructure, and Costs

- Residents asked how the project would affect water resources, aquifers, springs, groundwater, and flooding.
- Some questioned whether paving permeable land could increase runoff and flood risk.
- Infrastructure questions included:
 - Who would pay for sewer lines or other needed infrastructure?
 - Whether capital funding is in place
 - Whether the project can be financially viable if it operates mainly seasonally
- Some residents questioned whether the scale of the project is being driven by the cost of land acquisition.

Supportive or Mixed Feedback

- A few residents offered more supportive or open-minded comments.
- Some said they want the gravel pit eliminated and asked opponents to identify a realistic alternative buyer or funding source.
- One resident said an amphitheater may be preferable to residential development because it would not be continuously occupied.
- Another urged residents to respect the private property rights process and allow the applicant to complete due diligence.
- Some supportive or mixed comments still suggested the venue should be smaller or subject to strict conditions.

Key Questions Raised by Residents

- Why does the venue need to be 20,000 seats?
- Why not consider a smaller venue?
- What is the realistic parking plan?
- How will traffic, ingress, and egress be handled?
- What are UDOT's long-term traffic and crash projections?
- How would wildfire evacuation work with a large event underway?
- What studies will be required before approval?
- Why not complete the development agreement before rezoning?
- Can zoning revert if the project becomes infeasible?
- How will noise, light, water, wildlife, and trail impacts be mitigated?
- What other reuse or restoration options has the City considered?
- Who controls future event size and frequency?
- Who pays for needed infrastructure?
- How will adjacent neighborhoods be protected?

-
- *ITEM 2** Bryan Bayles requests a General Plan Map Amendment for approximately 100.7 acres of land to move from the Agricultural (A) and Parks, Recreation, or Open Space (PR&OS) designations to a Commercial (C) designation to allow for an entertainment and hospitality development, located at 6622 N Hwy 189. North Timpview Neighborhood. Aaron Ardmore (801) 852-6404 PLGPA20260220
-

APPLICANT:	Bryan Bayles
PROPERTY OWNER:	Provo Canyon Mining Co LLC; Provo City
PARCEL ID:	20:013:0001; 20:013:0016; 20:013:0018; 20:013:0019; 20:013:0020
ACREAGE:	100.7
CURRENT LEGAL USE:	Mining / Open Space
GENERAL PLAN DESIGNATION:	Agricultural; Parks, Recreation, or Open Space
CURRENT ZONE:	Agricultural (A1.5); Public Facilities (PF); Open Space, Preservation, and Recreation (OSPR)
APPLICATION TYPE:	Legislative Decision – Planning Commission will make a recommendation to the City Council.

NEIGHBORHOOD FEEDBACK

The North Timpview Neighborhood held a neighborhood meeting with the developer to provide information about the proposal on June 1st, 2026. A report of that meeting and feedback presented is attached to this staff report. Additionally, staff have received several emails prior to this report that provide opinions and feedback on the proposal. Copies of these public comments received prior to the report are attached to the rezone staff report (Item 3, June 24th, 2026, Planning Commission, PLRZ20260221).

PROJECT SUMMARY

The applicant, Mr. Bayles, proposes using the Regional Shopping Center (SC3) zone to accomplish this vision. Information on the rezone request is contained in the rezone staff report (Item 3, June 24, 2026, Planning Commission, PLRZ20260221).

This request is to amend the General Plan map to be in line with the proposed development concept. Currently, the General Plan map designates the project area as agricultural and parks, recreation, or open space. While some of the land would stay open for trails and natural open space; the majority of the property would be improved for commercial uses. Therefore, the applicant has proposed amending the General Plan to the commercial designation, which helps to justify the requested zone change and concept plan (Items 3 and 4).

STAFF ANALYSIS

Before recommending an amendment, the Commission must find that the amendment serves the public interest and aligns with the General Plan, based on consideration of the following:

(a) Public purpose for the amendment in question;

Applicant Response: “The current General Plan designation does not adequately reflect the type, scale, or public-facing character of the proposed project. The requested amendment is needed because the site is being evaluated for a one-of-a-kind regional entertainment and hospitality use that requires a coordinated framework for assembly, access, infrastructure, and site organization.”

Staff Response: Amending the General Plan map is needed to advance the proposed zone change and development plans as described by the applicant above.

FINDING: Meets standard.

(b) Confirmation that the public purpose is best served by the amendment in question;

Applicant Response: “The site is uniquely situated for a gateway destination use. Its location at the mouth of Provo Canyon gives it regional visibility and access characteristics that are materially different from a typical infill or neighborhood property.”

Staff Response: The current designation would allow the mining activity to continue, while the proposed amendment could facilitate what the applicant has described above.

FINDING: Meets standard.

(c) Compatibility of the proposed amendment with General Plan policies, goals, and objectives;

Applicant Response: “The project will provide and enhance access to public trails and open space, which is consistent with current General Plan goals. The Provo Hillside and Canyons Plan, adopted December 12, 2023, recommended to “address the gravel pit reclamation” and “the creation of an outdoor concert venue.”

Staff Response: The applicant has pointed to goals surrounding improved trails and open space, which are specifically noted in the following sections:

- GP, chapter 8, goal 1a: Increase opportunities for recreation through development of passive spaces, active design, and educational opportunities.
- GP, chapter 8, goal 2a: Create a strategic plan that includes tools and funding opportunities in order to conserve, connect, and protect vulnerable lands and open space.
- GP, chapter 8, goal 4: Increase active and passive parks and recreational amenities.
- Conservation and Resiliency Plan, chapter 3, *Urban Nature* goal 4: Increase and preserve open space as appropriate.

Additionally, because the applicant mentions the Hillside and Canyons Plan specifically above, staff have found the following relevant sections in response:

- Strategy 1a.1.5: monitor and manage visitor use to ensure that recreational activities are sustainable and do not harm the environment. This may include limiting the number of visitors or restricting access during sensitive times.
- Strategy 2a.2.3: Increase the number of pavilions with tables. Consider the addition of larger facilities for events, such as large pavilion structures, amphitheaters, or educational centers.
- Strategy 2a.2.6: Consider the development of an event facility or amphitheater that would allow for concerts and other events at Provo Canyon.
- Implementation, page 69: Consider the creation of a task force to address gravel pit reclamation. This could include ecological restoration, the creation of an outdoor concert venue, or other recreation amenities.

FINDING: Compatible in some areas.

(d) Consistency of the proposed amendment with the General Plan's "timing and sequencing" provisions on changes of use, insofar as they are articulated;

Applicant Response: "The amendment better aligns the General Plan with the type of policy and infrastructure questions the City will actually need to evaluate, including access, sewer feasibility, water service, floodplain and river corridor constraints, and event-based circulation.

Staff Response: While there are insufficient services to this property, the development agreement under review commits the developer to provide, at their cost, the required infrastructure for the proposed development.

FINDING: Does not currently meet standard.

(e) Potential of the proposed amendment to hinder or obstruct attainment of the General Plan's articulated policies;

Applicant Response: No response.

Staff Response: Staff are taking steps to protect against this, specifically with regard to limits of the development, timing of improvements, and reversion clauses in the development agreement of two years to commence construction and five years for project completion. The development agreement should protect against unanticipated development that could hinder or obstruct the attainment of General Plan policies and goals.

FINDING: Meets standard.

(f) Adverse impacts on adjacent landowners; and

Applicant Response: “The amendment supports a project that can generate regional visitation, tourism activity, and economic spillover that would not be expected from a lower-intensity or less specialized land use pattern.”

Staff Response: There will be impacts to surrounding landowners with new noise, light, and traffic. The city will protect against these impacts as much as possible if the proposals are approved by enforcing noise and light regulations and requiring a traffic study to highlight required improvements.

FINDING: Meets standard.

(g) Verification of correctness in the original zoning or General Plan for the area in question.

Applicant Response: No response.

Staff Response: Staff have verified the zone and general plan maps are correct.

FINDING: Meets standard.

(h) In cases where a conflict arises between the General Plan Map and General Plan Policies, precedence shall be given to the Plan Policies.

Applicant Response: “The requested General Plan amendment is appropriate and will better align City policy with the site’s location, the project’s destination-oriented program, and the integrated entitlement path being requested by the applicant.”

Staff Response: Policies have been given precedence.

FINDING: Meets standard.

POSSIBLE MOTIONS AND FINDINGS

The Planning Commission may make any of the following findings (state findings):

1. **Recommend Approval:** The proposal is consistent with the General Plan policies. *(Planning Commission recommends approval to the City Council of a General Plan Map Amendment from the agricultural and parks, recreation and open space designations to the commercial designation for 100.7 acres of land located at 6622 N Hwy 189)*
2. **Recommend Denial:** The proposal is not consistent with the General Plan policies. *(Planning Commission recommends approval to the City Council of a*

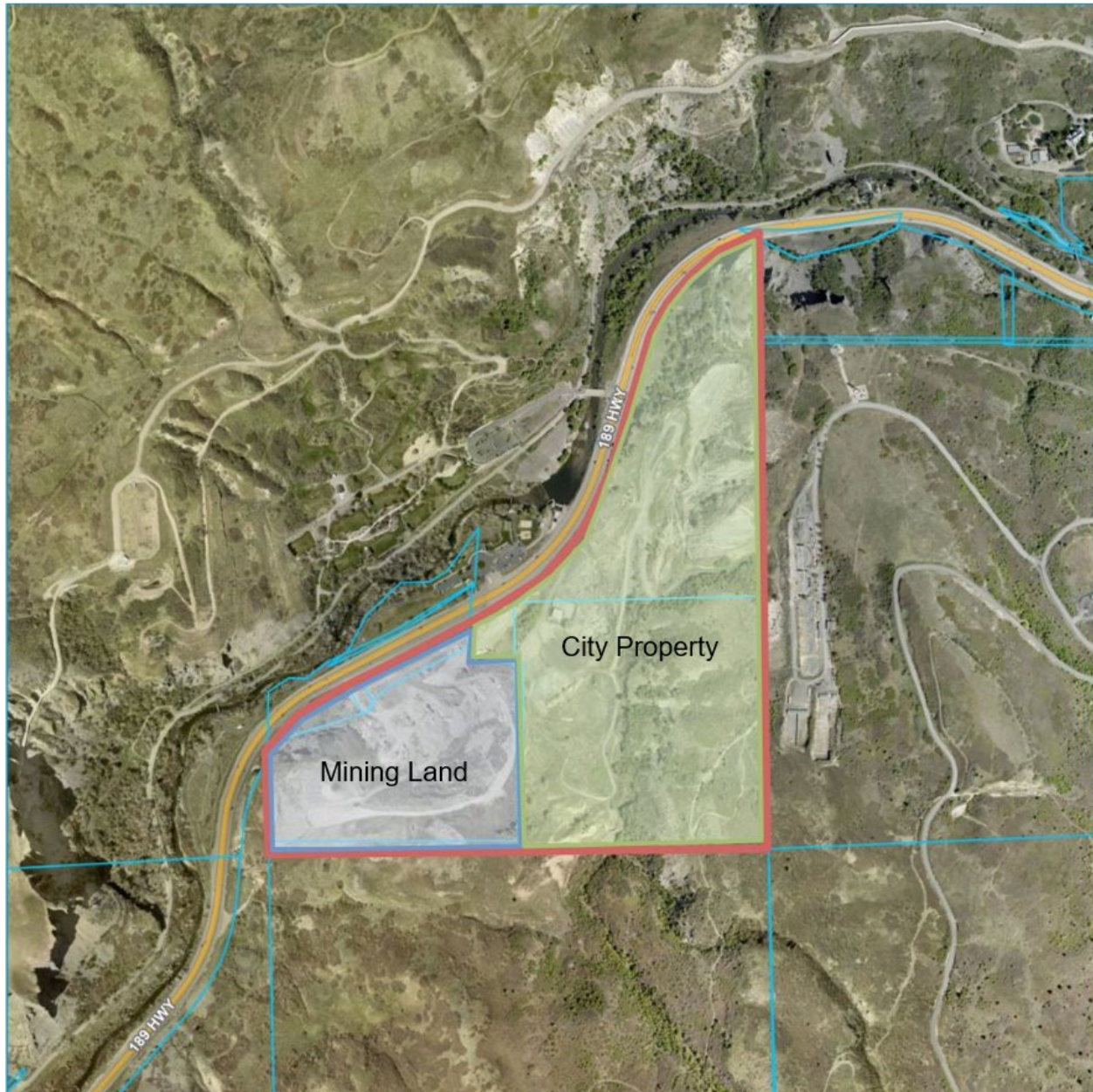
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3. **Continue:** New information presented at the public hearing or additional study needs to be done. (*The Planning Commission continues this item (state reasons).*)

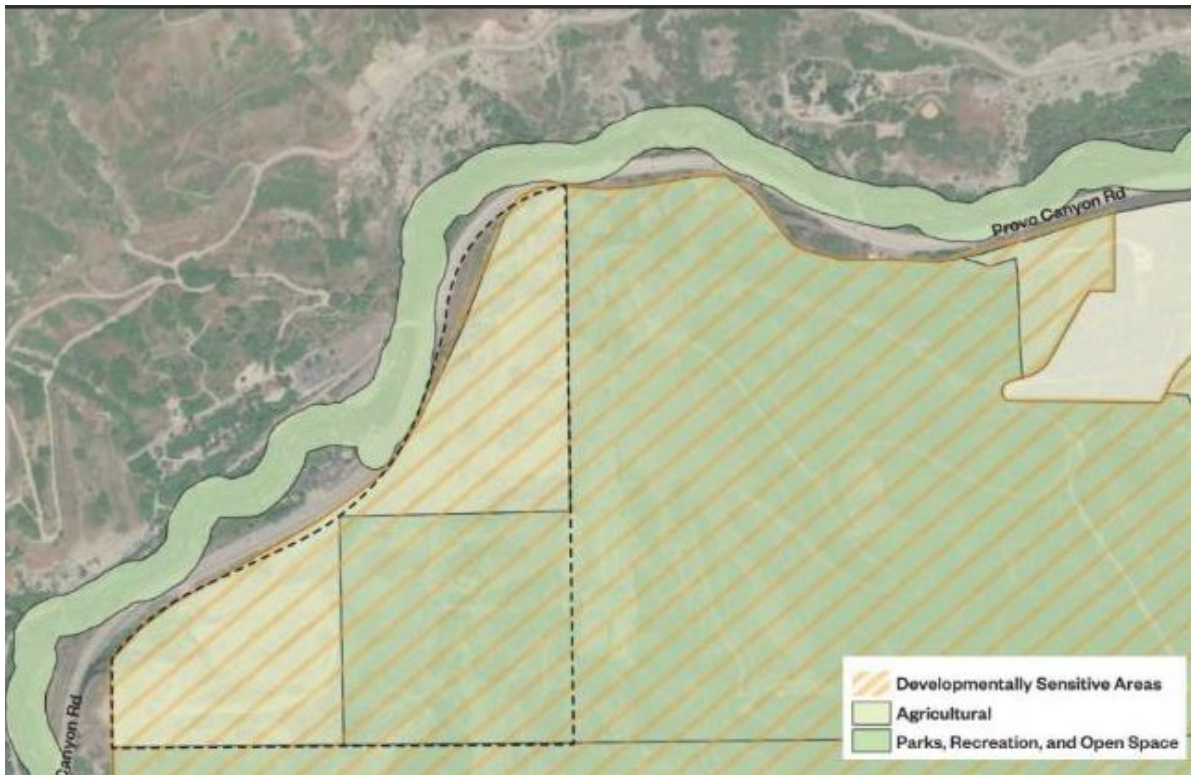
ATTACHMENTS

1. Area Map
2. Current General Plan Map
3. Neighborhood Meeting Report

ATTACHMENT 1 – AREA MAP



ATTACHMENT 2 – CURRENT GENERAL PLAN MAP



ATTACHMENT 3 – NEIGHBORHOOD MEETING REPORT

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- Who controls future event size and frequency?
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Vesper Amphitheater

Supplemental Project Information and Supporting Exhibits

Submitted to Provo City
August 2026

Executive Summary

Vesper proposes to transform a long-disturbed gravel pit and industrial property at the entrance to Provo Canyon into a carefully bounded cultural, entertainment, recreation, and community destination. The project combines a major year-round venue with land restoration, permanent conservation, new public trail connections, a pedestrian and bicycle bridge across U.S. 189, transportation improvements, and enforceable limits governing future development.

The proposal has been materially refined through public review. Feedback from residents, City staff, the Planning Commission, the Mayor, and the City Council has resulted in a project that is smaller, more controlled, more protective of the canyon setting, and more operationally disciplined than the original concept.

The most significant changes and commitments include:

- A layered transportation and parking system incorporating on-site and controlled off-site parking, structured parking, shuttles, rideshare, buses, internal queuing, traffic-control staffing, public-safety coordination, and event-specific plans
- A commitment to provide the parking necessary for safe operations without constructing more parking or creating more surface disturbance than the project actually requires
- A 15-acre cap on surface parking
- Substantial internal queuing capacity designed to move arriving vehicles safely off U.S. 189 and process them within the project property
- A 20 percent reduction in maximum venue capacity, from 25,000 to 20,000 people
- Project-specific use restrictions, reinforced by a recorded deed restriction, that prevent the property from later being converted to unrelated residential, industrial, or general commercial development
- A maximum hotel size of 75 rooms
- A maximum aggregate project-serving commercial and operational area of 150,000 square feet
- Defined limits on general building heights and specialized stage-support and roof-related elements
- Canyon-sensitive architecture, natural materials, visual screening, coordinated signage, and dark-sky practices to the extent reasonably possible
- Sound-mitigation requirements and outdoor-event curfews
- Permanent conservation protections, restoration, revegetation, public trails, and public access
- Construction deadlines, zoning-reversion rights, transaction approval Gates, termination rights, and City repurchase protections

These commitments are intended to establish the project's essential scope, character, limits, and public protections now, while preserving the technical review necessary to determine how those requirements will be implemented. Later engineering, design, transportation, utility, sound, public-safety, and agency review may refine how the project is constructed and operated, but it may not expand the project beyond the uses and maximum limits established through the approval framework.

Public Benefits

Vesper would replace an active gravel-pit and construction-material use with a coordinated restoration and reuse plan. Development would be concentrated within a defined footprint, while significant surrounding areas would be restored, improved, made publicly accessible, or permanently protected.

Under the current property-exchange framework, approximately 66.47 acres of City property would be included in the exchange, approximately 39.99 acres would be transferred by Vesper to Provo City, and at least approximately 33.23 acres of the City-contributed property would be placed into conservation. Together, approximately 73.22 acres would be transferred to the City or placed into active conservation, representing an approximate net increase of 6.75 acres compared with the City property included in the

exchange. Final acreages remain subject to surveys, legal descriptions, valuation, and satisfaction of the transaction requirements.

The project also includes a pedestrian and bicycle bridge across U.S. 189. Together with new trail improvements, the bridge would connect the project with the Provo River Parkway, surrounding trail systems, Canyon View Park, Mt. Timpanogos Park, and the broader canyon gateway. These improvements would create public connections through an area that currently provides little meaningful public access.

Transportation improvements being evaluated for Vesper are intended not only to serve event operations but also to improve roadway efficiency, intersection performance, safety, and network capacity at the canyon gateway. The project's transportation experts have verified that event vehicles can be moved safely off U.S. 189 and processed efficiently through the venue's internal circulation and parking system. The current transportation work supports the conclusion that event traffic can be accommodated through the proposed layered system, subject to continued City, UDOT, agency, and public-safety review.

Arts, Community, and Regional Benefits

Vesper would fill a major gap in Utah Valley's cultural and entertainment infrastructure. The region has experienced substantial population and economic growth but lacks a destination venue capable of consistently attracting major touring artists, productions, and events at the proposed scale.

The project would strengthen the broader arts and entertainment ecosystem by creating opportunities for major performers, local artists, cultural organizations, educational institutions, event producers, and creative professionals. It would also support jobs and career pathways in production, sound, lighting, staging, hospitality, food service, security, operations, maintenance, marketing, and related fields.

Vesper is intended to support more than commercial concerts. Its approved uses would allow a range of programming, including theater, conventions, festivals, public assemblies, filming and production, educational activities, nonprofit events, civic gatherings, and other community and cultural uses. This flexibility would provide Utah Valley with a year-round gathering place capable of serving different audiences and event sizes.

Visitors attending Vesper events would also support hotels, restaurants, retailers, transportation providers, recreation businesses, and other services throughout Provo, Orem, and Utah County. These benefits would extend beyond the project property and strengthen Utah Valley's position as a regional destination.

The project would also add cultural and destination infrastructure that is more consistent with the size and maturity of the Silicon Slopes economy. Its value is not that it would cause the region's economic growth, but that it would provide an amenity supporting quality of life, employee recruitment and retention, corporate hospitality, tourism, conferences, and regional gatherings.

A Controlled Framework for the Property's Future

Growth and development will continue throughout the region whether or not Vesper is approved. The public-policy question is whether the future of this highly visible and already disturbed property will be governed by a coordinated plan, defined development limits, conservation commitments, public infrastructure, canyon-sensitive design, and enforceable agreements.

Vesper provides an opportunity to direct the property's future through a comprehensive framework rather than allowing it to develop through fragmented or less carefully coordinated proposals. The approval package establishes firm project limits and protections while preserving meaningful City and agency oversight of the technical details that must still be completed.

The result is a bold project that has been responsibly bounded. It retains the core elements necessary to succeed as a major regional destination while providing the City with enforceable controls governing its scale, uses, design, transportation, conservation, timing, and long-term implementation.

1. Public Benefits

Vesper proposes to replace a long-disturbed gravel pit and industrial site at the gateway to Provo Canyon with a carefully bounded venue, restored land, public trail connections, transportation improvements, and a permanent framework for conservation and canyon-sensitive development.

Existing Site and Gateway Improvement

The existing condition of the property is an important part of the analysis. The site has been used for gravel mining and construction-material activity and includes visible disturbance, truck traffic, dust, industrial operations, and no meaningful public access through the property.



Figure 1. Existing conditions at the Vesper site and the long-standing gravel and industrial use at the gateway to Provo Canyon.

Vesper would remove the active gravel-pit use and replace it with a long-term restoration-and-reuse plan. The project concentrates development within a defined footprint while restoring, improving, and protecting significant portions of the surrounding property.

Restoration and Reuse

Vesper
Development
Area

-  Vesper Development
-  Areas Disturbed by Mining Operations
-  Total Site Area
-  Provo City Property



Figure 2. Existing areas of site disturbance associated with mining and industrial activity.

Restoration and Reuse

Vesper
Development &
Open Space

-  Vesper Development
-  Total Restoration Area
-  Total Site Area
-  Provo City Property



Figure 3. Conceptual site framework showing the relationship between proposed improvements, restoration areas, open space, and the surrounding canyon setting.

Pedestrian Bridge, Public Access, and Regional Trail Connectivity

The project includes a pedestrian and bicycle bridge across U.S. 189. The bridge will create a safer connection across the highway and improve access between Vesper, the Provo River Parkway, surrounding trail systems, Canyon View and Mt. Timpanogos parks, and the broader canyon gateway.

The bridge and related trail improvements will create new public connections through an area that currently does not provide public access and will strengthen the relationship between the project, the Provo River, regional trails, and surrounding parks.

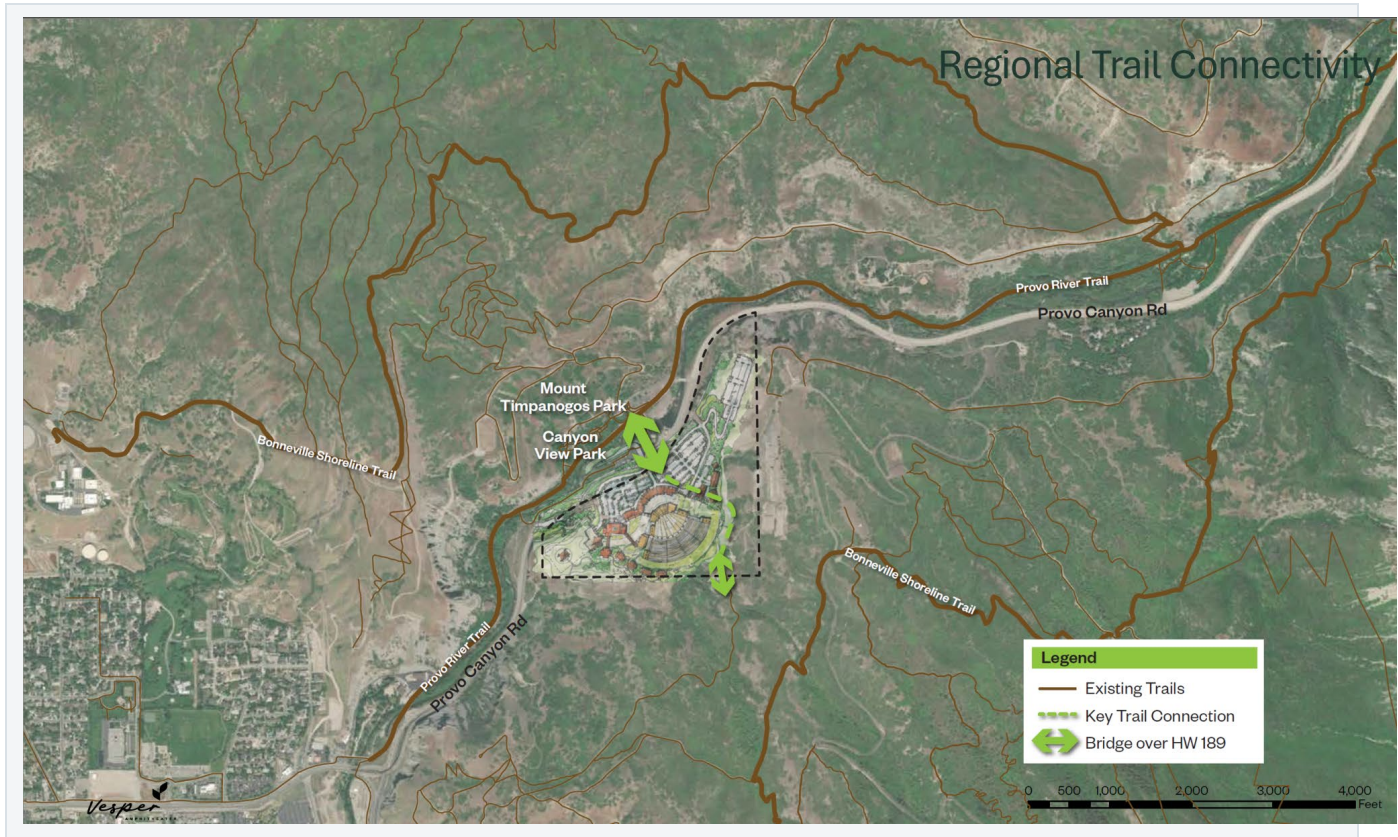


Figure 4. Regional trail and public-access connections associated with the proposed pedestrian and bicycle bridge across U.S. 189.

Restoration, Conservation, and Property Exchange

The proposed property exchange is intended to support an integrated project site while increasing the amount of land transferred to Provo City or placed into active conservation. Based on the current transaction framework, Provo City would contribute approximately 66.47 acres, Vesper would contribute approximately 39.99 acres to the City, and at least approximately 33.23 acres of the City-contributed property would be placed into conservation.

The current transaction framework would result in more land being transferred to Provo City or placed into active conservation than the amount of City property included in the exchange.

Property Exchange and Conservation	Acres
Provo City property included in the exchange	66.47
Property transferred by Vesper to Provo City	39.99
Minimum portion of City-contributed property placed into conservation	33.23
Total land transferred to the City or placed into conservation	73.22
Net increase in City ownership or active conservation	6.75

Approximate acreages are based on the current transaction framework and remain subject to final surveys, legal descriptions, valuation, and satisfaction of the transaction requirements.

The conserved and restored areas will include revegetation, public trails, public access, long-term maintenance, and a third-party conservation easement prohibiting commercial, industrial, and residential development while allowing approved public trails.

Canyon-Sensitive Design and Regional Identity

The project is intended to belong to its setting rather than overwhelm it. The Development Agreement requires canyon-integrated architecture, natural materials, attention to topography and views, dark-sky practices to the extent reasonably possible, coordinated signage, screening of service areas, and integration of parking into the site.



Figure 5. Conceptual rendering of the proposed Vesper project and its relationship to the surrounding landscape.



Figure 6. Conceptual view of Vesper from the north side of U.S. 189.



Figure 7. Conceptual view of Vesper from U.S. 189 looking westward.

Transportation Benefits Beyond Event Operations

The transportation improvements being evaluated for Vesper are intended not only to serve event operations but also to improve conditions at the canyon gateway. These improvements will provide broader public benefits by improving roadway efficiency, intersection performance, safety, and network capacity, while helping the area accommodate continued background growth in addition to project-related traffic.

The project's location at the junction of U.S. 189, 800 North, regional transit, and established trail systems creates an opportunity to combine venue access with broader improvements to the canyon gateway and surrounding transportation network.

The project would present Utah Valley to residents and visitors in a way that reflects the region's mountain setting, creativity, economic vitality, and growing importance within the state.

By transforming a highly visible gravel pit into a cultural, recreational, and entertainment destination, Vesper can strengthen Provo's identity and create a new source of civic pride.

A distinctive project at the entrance to Provo Canyon has the potential to become a defining regional landmark.

Regional Identity and Civic Pride

Vesper provides the City with an opportunity to direct the property's future through a comprehensive and controlled framework rather than allowing it to develop through fragmented or less carefully coordinated proposals.

The public-policy question is whether the future of this highly visible and already disturbed property will be guided by a coordinated plan, defined development limits, conservation commitments, public infrastructure, canyon-sensitive design, and enforceable agreements.

Growth and development are already occurring throughout the region and will continue whether or not Vesper is approved.

Guiding Continued Regional Growth

Vesper should not be presented as the cause of Silicon Slopes growth. Its benefit is that it would provide cultural and destination infrastructure more consistent with the scale and maturity of the economy that has already developed throughout Utah Valley.

High-growth business regions benefit from amenities that support quality of life, employee recruitment and retention, client and corporate hospitality, tourism, conferences and gatherings, and the ability to attract workers, companies, and investment.

Vesper would add a major cultural and entertainment amenity to a region whose economic growth has outpaced its destination and performing-arts infrastructure.

Supporting the Silicon Slopes Economy and Regional Quality of Life

These spillover benefits extend beyond the project property and can support existing businesses, encourage complementary investment, and strengthen Utah Valley as a destination.

Regional spending associated with the project is expected to benefit hotels and lodging, restaurants and food service, retail, transportation, recreation, tourism, and other local services.

Vesper would draw visitors who would also support businesses throughout Provo, Orem, and Utah County.

Tourism and Regional Commercial Activity

Specific partnerships and programs will develop over time, but the project's design and approval framework create the opportunity for substantially broader community use than a conventional seasonal concert venue.

The project would provide Utah Valley with a flexible year-round gathering place capable of serving a variety of audiences and event sizes.

Vesper is intended to support more than commercial concerts. Its range of permitted uses creates opportunities for community events, civic gatherings, cultural festivals, educational programs, nonprofit activities, conferences, conventions, theater, public assemblies, and other forms of community programming.

Expanded Community Programming

By adding a major year-round destination venue, Vesper would strengthen Utah Valley's ability to attract talent, support creative careers, host significant cultural events, and establish a more complete arts and entertainment ecosystem for the region.

Vesper would help retain more entertainment spending within Utah Valley, expand the range of cultural experiences available to residents, and create opportunities for local performers and organizations to participate in a larger and more active regional arts economy.

Strengthening the Arts and Entertainment Ecosystem

The project would strengthen the broader arts and entertainment ecosystem by creating new opportunities for major performers, local artists, cultural organizations, educational institutions, event producers, and creative professionals. It would also generate jobs and career pathways in production, sound, lighting, staging, hospitality, food service, security, operations, maintenance, marketing, and other event-related fields.

Vesper would fill a major gap in Utah Valley's cultural and entertainment infrastructure. The region has experienced extraordinary population and economic growth, but it still lacks a destination venue capable of consistently attracting major touring artists, productions, and events at the scale proposed for Vesper.

2. Changes Made Through Public Review

The Vesper proposal has been materially refined in response to feedback from residents, City staff, the Planning Commission, the Mayor, and the City Council.

The proposal now before the Council is smaller, more controlled, more protective, and more operationally disciplined than the original concept. These changes preserve the project's essential vision while directly addressing concerns raised throughout the public review process.

Reduction in Maximum Venue Capacity

Vesper reduced the proposed maximum venue capacity from 25,000 to 20,000 people, a 20 percent reduction.

The current Development Agreement establishes 20,000 as the maximum amphitheater capacity.

This was a meaningful reduction in the scale of the project and directly reduces maximum-event traffic, parking, public-safety, and operational demands.

Event Matrix

Event Type	Attendance range	Vehicle Occupancy Rate (VOR)	Parking demand people/car	Primary Mobility Approach
Small indoor / covered-season event	2,500 to 8,000	3.0 persons/vehicle	~835 to ~2,670 stalls	Primarily on-site parking and routine traffic operations.
Outdoor Event	14,000 to 17,000	3.5 persons/vehicle	~4,000 to ~4,875 stalls	More active parking management, rideshare coordination, carpool incentives, and selected shuttle service.
Outdoor Event (Max Capacity)	18,000 to 20,000	3.5 persons/vehicle	~4,150 to ~5,725 stalls	Most robust toolkit, including off-site parking, shuttles, carpooling, pre-event communication, and active traffic management.



Figure 8. Event types, attendance ranges, and corresponding transportation strategies, showing that maximum-capacity events represent only one part of the planned programming spectrum.

Layered Transportation and Parking Strategy

The transportation strategy has evolved from a simple parking-count exercise into a layered event-management system.

The current approach includes on-site parking, controlled off-site parking, shuttle service, structured parking, rideshare, bus access, internal circulation and queuing, traffic-control staffing, public-safety coordination, advance guest communication, and event-specific operating plans.

The purpose of this layered strategy is to reduce dependence on on-site surface parking, distribute transportation demand, manage arrivals and departures, and tailor operating requirements to the size and type of each event.

Mobility Layer	Role in the Transportation Strategy
On-site parking	Provides the primary parking base for smaller events, accessible parking, premium parking, employee and operational needs, and a portion of large-event demand.
Structured parking	Allows a meaningful number of vehicles to be accommodated on site while reducing the amount of surface land devoted to parking.
Surface parking	Provides flexible parking capacity that can support a range of event types and operational configurations.
Off-site parking	Provides a candidate strategy for managing large and maximum-capacity events by using existing parking resources in the surrounding area, subject to property agreements and operational planning.
Shuttle service	Connects off-site parking locations, transit stations, and other remote access points to the venue during events where shuttle operations are warranted.
Carpooling	Increases average vehicle occupancy and reduces the number of vehicles generated by larger events.
Rideshare	Provides an additional access option when paired with dedicated pickup/drop-off areas and event-specific management.
FrontRunner / regional transit	Provides a potential supplemental regional access option for certain weekday and Saturday events, subject to further coordination with UTA and event-specific shuttle timing.
Pedestrian and bicycle access	Provides a modest but valuable supplemental option because of the project's relationship to existing and planned regional trail connections.
Arrival management	Encourages guests to arrive over a broader window through pre-event programming, parking assignments, guest communication, and traffic management.
Departure management	Manages the more compressed post-event period through exit routing, signal coordination, shuttle staging, rideshare management, and post-event activity where appropriate.

Figure 9. Layered transportation strategy combining on-site and off-site parking, shuttles, rideshare, transit, and event-specific traffic management.

Before large-scale public amphitheater operations begin, the Development Agreement requires Vesper to obtain all required City and agency approvals for a traffic and parking operations plan. That plan must address ingress, egress, internal circulation, ADA parking, employee and vendor parking, rideshare, shuttles, buses, pedestrian circulation, traffic-control staffing, emergency access, public safety, guest communication, and overflow prevention. Events requiring UDOT approval may not occur without the applicable UDOT approval.

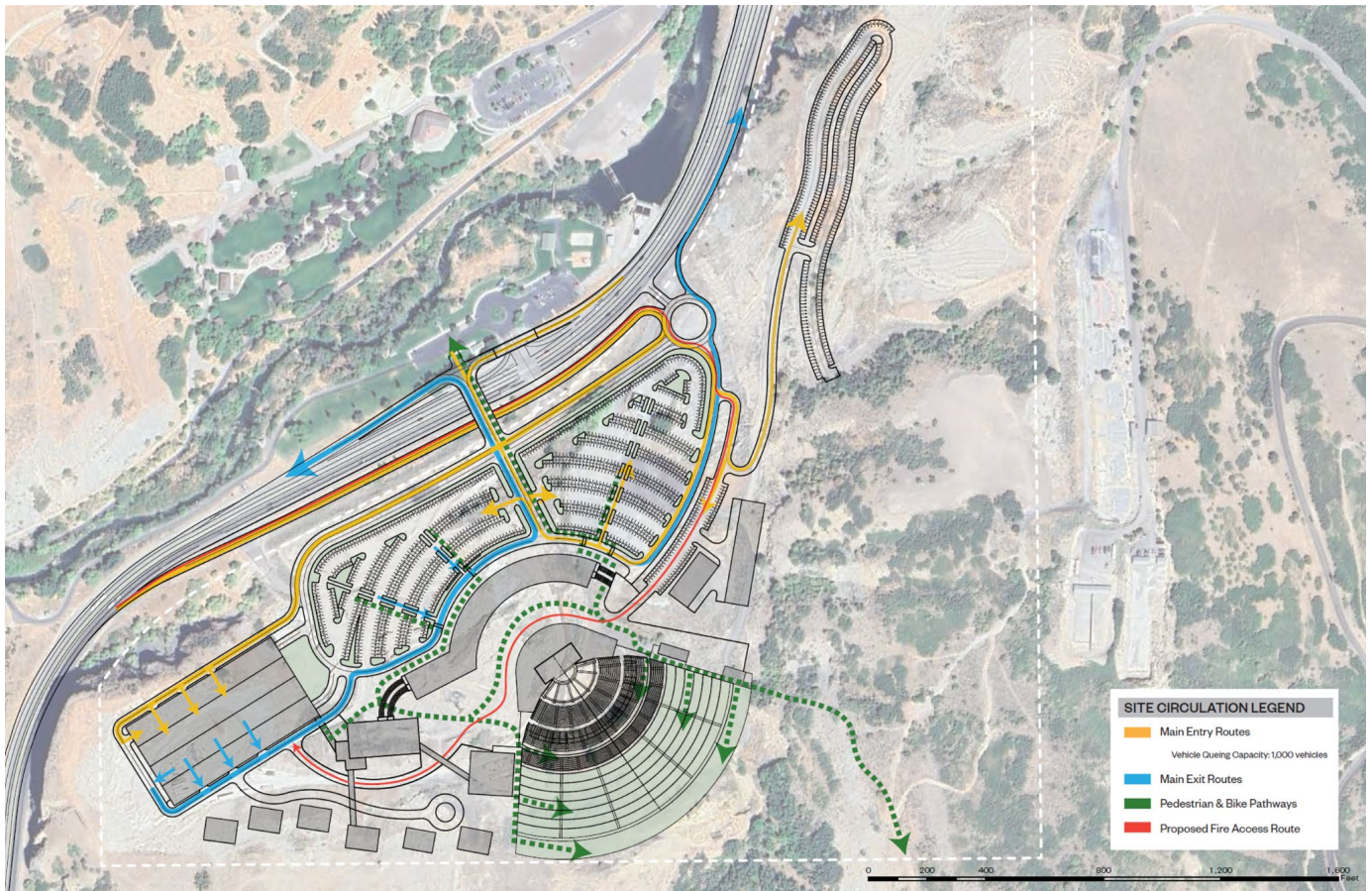


Figure 10. Conceptual site circulation framework showing primary entry and exit routes, internal queuing, pedestrian and bicycle pathways, and fire access.

Right-Sized Parking and Reduced Surface Disturbance

Vesper is committed to providing the parking necessary for safe and successful operations without constructing more parking than the project actually requires.

The project does not want to add one more vehicle or one more parking stall at Vesper than is necessary.

This approach uses structured parking, off-site parking, shuttle service, and event-specific transportation management to avoid unnecessarily covering the canyon gateway with pavement.

The Development Agreement caps surface parking at 15 acres.

The final parking supply will be established through the continuing traffic, parking, design, and operational review process. The objective is to provide reliable and adequate parking while minimizing surface disturbance and preserving the quality of the canyon gateway.

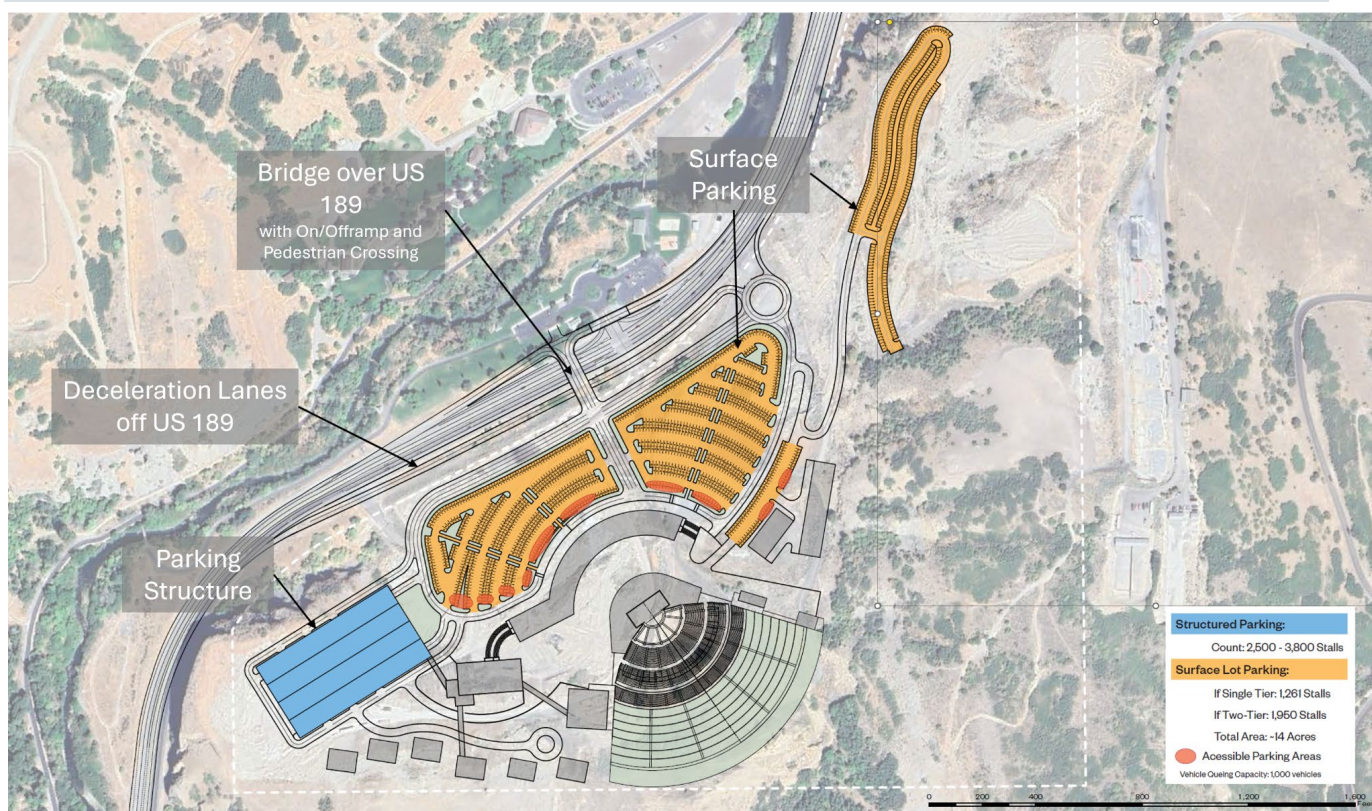


Figure 11. Conceptual parking framework showing structured parking, surface parking, accessible parking areas, and vehicle queuing capacity.

Significant Internal Queuing Capacity

The site has been designed with substantial internal queuing capacity so arriving vehicles can leave U.S. 189 promptly and be processed within the project property.

The project's transportation experts have verified that vehicles can be moved safely off the highway and processed efficiently through the venue's internal circulation and parking system.

This design directly addresses concerns about event traffic backing onto U.S. 189 or interfering with regional traffic. Internal queuing, traffic-control staffing, advance parking assignments, and event-specific operating plans will work together to maintain safe and orderly arrivals.

Restricted Future Uses

The project does not receive an unrestricted SC3 commercial entitlement.

The Development Agreement limits the property to the specifically identified amphitheater, venue, hospitality, hotel, food and beverage, parking, open-space, and project-supporting uses. Uses must remain incidental, subordinate, integrated with, or supportive of the approved principal uses.

Before certificates of occupancy are issued, Vesper must record a deed restriction limiting the property to those permitted uses. The use restrictions survive termination of the Development Agreement and may be enforced by the City.

These restrictions prevent the approval from later being converted into unrelated residential, industrial, or general commercial development.

Defined Hotel, Commercial, and Height Limits

The Development Agreement establishes separate limits for the project's primary components:

- maximum amphitheater capacity of 20,000
- maximum hotel capacity of 75 rooms
- maximum aggregate project-serving commercial and operational area of 150,000 square feet
- general building height limited to three stories or 50 feet
- specialized stage-support and roof-related elements limited to 125 feet

These limits provide certainty regarding the maximum scale and character of future development.

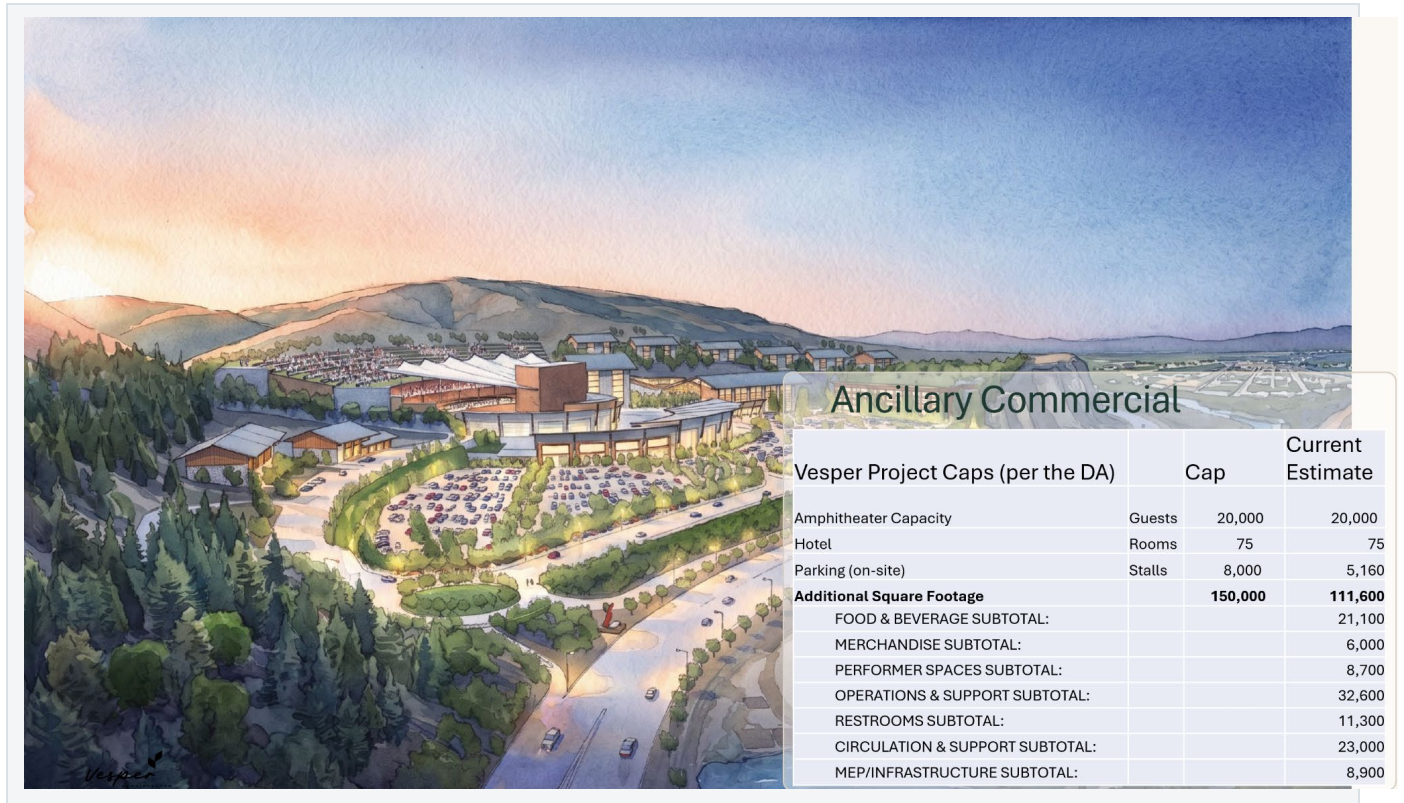


Figure 12. Summary of the principal Development Agreement caps and the current estimate of project-serving commercial, operational, and support space.

Vesper Elevation (East/West)

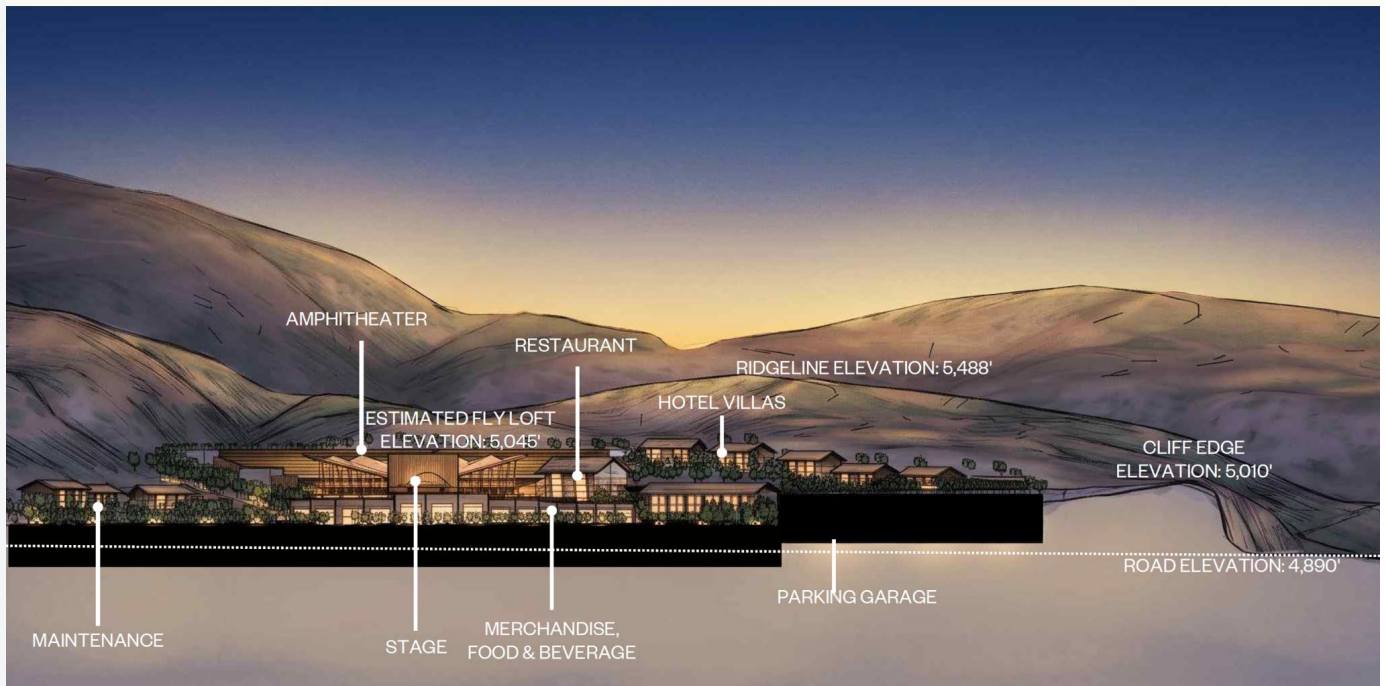


Figure 13. Conceptual east-west elevation illustrating the project's relationship to the surrounding terrain.

Vesper Elevation (North/South)

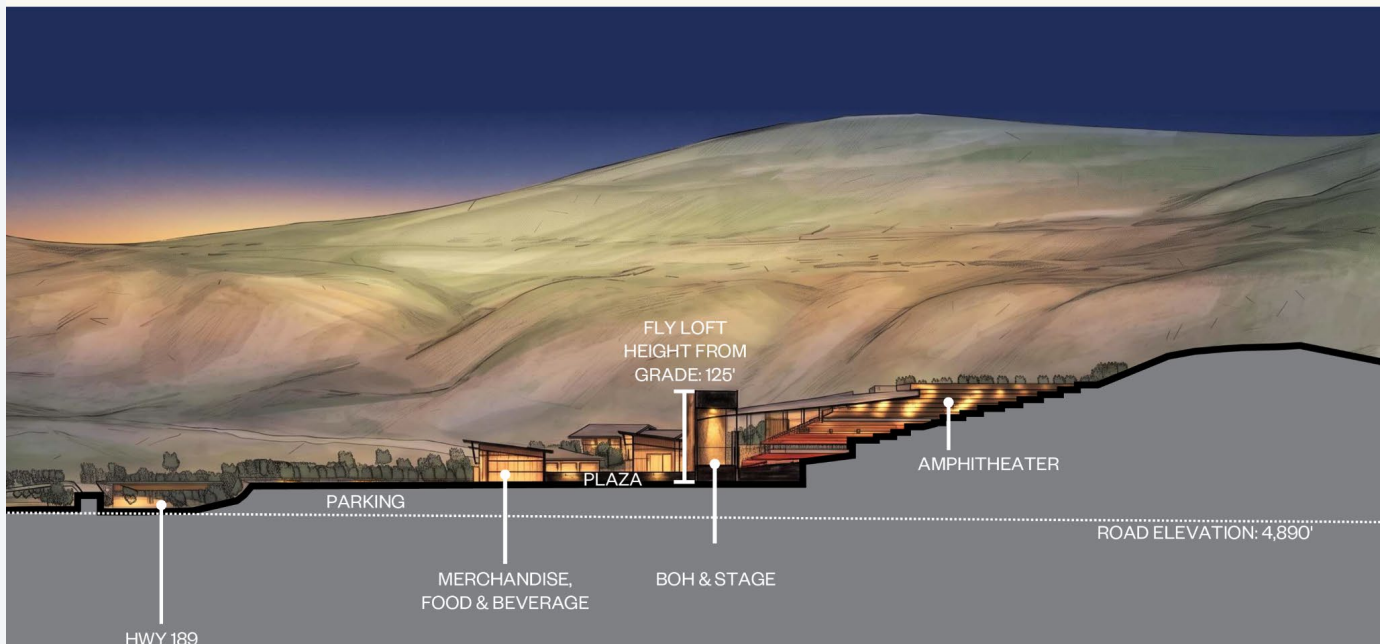


Figure 14. Conceptual north-south elevation illustrating the project's scale and integration with the canyon setting.

Dark-Sky and Canyon-Sensitive Design

The public review process has produced enforceable standards governing how the project must fit within the canyon setting.

The Development Agreement requires substantial use of natural materials and natural design elements, architecture responsive to the site's topography, views, and mountain setting, dark-sky-compliant lighting to the extent reasonably possible, signage and wayfinding limited in scale and designed as a coordinated canyon-sensitive system, screening of maintenance, loading, storage, and back-of-house areas, and visual integration of structured parking through design, grading, landscaping, and screening.

These commitments ensure that approval is not simply permission to construct a venue. It is approval of a project required to meet specific visual, environmental, and design expectations.

Sound Mitigation and Event Curfews

The Development Agreement requires Vesper to use commercially reasonable efforts to incorporate current and evolving sound-attenuation and noise-mitigation technologies into the design and operation of the project.

Sound-related design, mitigation, monitoring, and operating measures will continue to be refined through later project approvals.

The agreement also establishes outdoor-event curfews of 11:00 p.m. Sunday through Thursday and midnight Friday and Saturday.

These operating limits provide an enforceable response to concerns regarding late-night sound and activity.

Conservation, Restoration, and Permanent Protection

At least 50 percent of the portion of the property purchased from the City must remain undeveloped.

That property must be improved through revegetation and trail improvements and ultimately placed into a third-party conservation easement that prohibits commercial, industrial, and residential development.

This is not a temporary planning designation. It creates a permanent protection that will continue beyond the term of the current ownership group.

Construction Deadlines and Zoning Reversion

The Development Agreement requires Vesper to commence construction within three years after closing and achieve substantial completion within seven years.

If the required deadlines are not achieved, the City Council retains the right to revert the property to its prior zoning designation.

These deadlines protect the City against granting long-term project entitlements without meaningful progress toward implementation.

Transaction Gates and City Repurchase Protections

The Real Estate Purchase Contract does not create an unconditional property transfer.

The transaction remains subject to multiple written approval Gates, including final definition of the City property, project approvals, identification of the Vesper exchange property, valuation, equalizing consideration, surveys and title review, UDOT access and approvals, due diligence, and definitive closing documents.

If the parties do not reach agreement at a required Gate, either party may terminate the transaction without liability.

The City also receives repurchase options if Vesper fails to commence construction within three years or fails to complete the project within seven years, subject to the notice, cure, and valuation provisions of the agreement.

Result of the Public Review Process

Taken together, these changes demonstrate that the public review process has had a substantial effect on the proposal.

The current project includes a 20 percent reduction in maximum venue capacity, a layered transportation and parking system, a firm cap on surface parking, substantial internal queuing, restricted future uses, defined hotel, commercial, and height limits, permanent conservation protections, canyon-sensitive design requirements, sound mitigation and event curfews, construction deadlines, zoning-reversion rights, transaction Gates, and City repurchase protections.

The proposal before the Council is therefore materially more limited and accountable than the concept with which the review process began, while retaining the core elements necessary for Vesper to succeed as a major regional destination.

3. Commitments Appropriate to This Stage of the Project

A project of Vesper's scale cannot responsibly resolve every engineering, design, operational, and transaction detail at the land-use approval stage. At the same time, the City should not be asked to approve a project based only on a general concept or the expectation that important issues will be addressed later.

The current approval framework is intended to avoid both of those outcomes.

Vesper is establishing now the commitments that define the project's essential scope, character, limits, public benefits, and protections. For matters that necessarily require additional design, due diligence, expert analysis, agency coordination, and City review, the governing documents establish the standards, approval requirements, and conditions that must be satisfied before the corresponding construction or operations may occur.

This approach does not defer whether important issues must be resolved. It preserves the appropriate process for determining how those requirements will be met while maintaining meaningful City and agency oversight.

Firm Limits With Continuing Oversight

The approval framework distinguishes between two categories of commitments:

- Project elements that can be permanently established now
- Technical and implementation matters that must be completed through later professional and governmental review

Later technical review may refine how project requirements are satisfied, but it may not expand the project beyond the uses and maximum limits established through the current approval framework.

Vesper is therefore not asking the City to approve unresolved technical outcomes on trust. It is asking the City to establish the project's essential framework now while requiring the remaining details to meet defined standards and receive the necessary City and agency approvals before construction or operation.

This framework provides certainty without eliminating oversight. The project's uses, maximum scale, conservation commitments, design expectations, deadlines, and public protections are established now. The detailed engineering, design, and operating plans remain subject to the professional analysis and governmental approvals necessary to ensure those commitments and expectations are met.

Commitments Established Now

The current approval documents establish the principal limits and obligations that define what Vesper may become and what the project will be required to deliver.

- the permitted uses of the property;
- a maximum amphitheater capacity of 20,000;
- a hotel limited to 75 rooms;
- a maximum of 150,000 square feet of project-serving commercial and operational space;
- general building heights limited to three stories or 50 feet, with specialized stage-support and roof-related elements limited to 125 feet;
- restrictions on future uses through a recorded deed restriction;
- at least 50 percent of the City-purchased property remaining undeveloped;
- revegetation, trail improvements, and a permanent conservation easement;
- a 15-acre cap on surface parking;
- canyon-sensitive architecture, lighting, signage, screening, and parking design;
- sound-mitigation obligations and outdoor-event curfews;
- deadlines for commencement and substantial completion of construction; and
- the City's enforcement, zoning-reversion, transaction, and repurchase protections.

These commitments are incorporated into the Development Agreement and real-estate transaction framework so they do not depend on informal statements, conceptual renderings, or future intentions.

The Development Agreement also limits the property to the identified venue and supporting uses and requires those restrictions to be recorded against the property before certificates of occupancy are issued. Those restrictions survive termination of the agreement and may be enforced by the City.

Matters Requiring Continued Technical Development

Certain elements cannot responsibly be finalized until the project has advanced through additional design, engineering, due diligence, expert analysis, agency coordination, and City review.

- final grading, drainage, and site adaptation;
- detailed building and parking configuration;
- final traffic modeling and roadway improvements;
- parking assignments, off-site parking, and shuttle operations;
- utility capacity and infrastructure design;
- sound modeling, monitoring, and operating protocols;
- fire flow, emergency access, and life-safety planning;
- final architectural details; and
- event-specific operating plans.

These matters are not being ignored or accepted on trust. The project is not deferring whether traffic, parking, sound, utilities, infrastructure, public safety, and environmental requirements must be addressed. It is preserving the ability of the City, UDOT, other agencies, and the project's professional consultants to determine the final technical solutions through the appropriate review processes.

The governing documents establish the standards those solutions must satisfy, the approvals they must receive, and the conditions that must be met before the corresponding construction or operations may occur.

Commitments Governing Future Technical Work

Before large-scale public amphitheater operations begin, Vesper must obtain all required City and agency approvals for a comprehensive traffic and parking operations plan.

- ingress and egress;
- internal circulation;
- event parking;
- ADA parking;
- employee and vendor parking;
- rideshare;
- shuttle operations;
- bus access;
- pedestrian circulation;
- traffic-control staffing;
- emergency access;
- public-safety coordination;
- guest communication; and
- overflow-parking prevention.

Events requiring UDOT approval may not occur unless the applicable traffic-management plan has been coordinated with and approved by UDOT.

The project must also comply with applicable City and agency requirements for sewer, culinary water and fire flow, stormwater and drainage, power, roads and infrastructure, vehicle and pedestrian access, hillside development, grading, sound mitigation, lighting, building and fire safety, and later project approvals.

The real-estate transaction is subject to a similar structure. The exact property configuration, valuation, equalizing consideration, surveys, title condition, UDOT matters, due diligence, and final closing documents must each be resolved through the transaction Gates. The transaction cannot close unless the required Gates are satisfied through written agreement.

A Complete Framework for the Current Decision

The approval package does not attempt to prematurely fix technical details that will necessarily evolve through later review. It does, however, establish the project's outer limits, permanent public commitments, required performance standards, implementation deadlines, and conditions for future approval.

Later review may determine how a requirement is satisfied, but it cannot expand the project beyond the uses, scale, and maximum limits established through the approval process.

The result is a framework that is appropriately complete for the current stage of approval. It establishes firm and enforceable commitments where commitments can responsibly be made today, while preserving the professional and governmental review necessary to ensure that the remaining technical details meet the expectations established through the approval process.

4. Response to City Staff's Information Request

City staff requested supplemental information regarding community impacts, construction and operations, and economic estimates. This section responds directly to those requests, identifies the supporting materials currently available, and explains where additional technical work will continue through later project review.

Community Impact Studies

Traffic

The project's transportation experts have verified that event vehicles can be moved safely off U.S. 189 and processed efficiently through the venue's internal circulation and parking system.

The transportation strategy includes roadway and intersection improvements, substantial internal queuing, on-site and off-site parking, shuttle service, rideshare, bus access, traffic-control staffing, public-safety coordination, guest communication, and event-specific operating plans.

The current transportation work supports the conclusion that event traffic can be accommodated through this layered system. Final modeling, improvement details, and operating requirements will continue through City, UDOT, and agency review.

Mobility Layer	Role in the Transportation Strategy
On-site parking	Provides the primary parking base for smaller events, accessible parking, premium parking, employee and operational needs, and a portion of large-event demand.
Structured parking	Allows a meaningful number of vehicles to be accommodated on site while reducing the amount of surface land devoted to parking.
Surface parking	Provides flexible parking capacity that can support a range of event types and operational configurations.
Off-site parking	Provides a candidate strategy for managing large and maximum-capacity events by using existing parking resources in the surrounding area, subject to property agreements and operational planning.
Shuttle service	Connects off-site parking locations, transit stations, and other remote access points to the venue during events where shuttle operations are warranted.
Carpooling	Increases average vehicle occupancy and reduces the number of vehicles generated by larger events.
Rideshare	Provides an additional access option when paired with dedicated pickup/drop-off areas and event-specific management.
FrontRunner / regional transit	Provides a potential supplemental regional access option for certain weekday and Saturday events, subject to further coordination with UTA and event-specific shuttle timing.
Pedestrian and bicycle access	Provides a modest but valuable supplemental option because of the project's relationship to existing and planned regional trail connections.
Arrival management	Encourages guests to arrive over a broader window through pre-event programming, parking assignments, guest communication, and traffic management.
Departure management	Manages the more compressed post-event period through exit routing, signal coordination, shuttle staging, rideshare management, and post-event activity where appropriate.

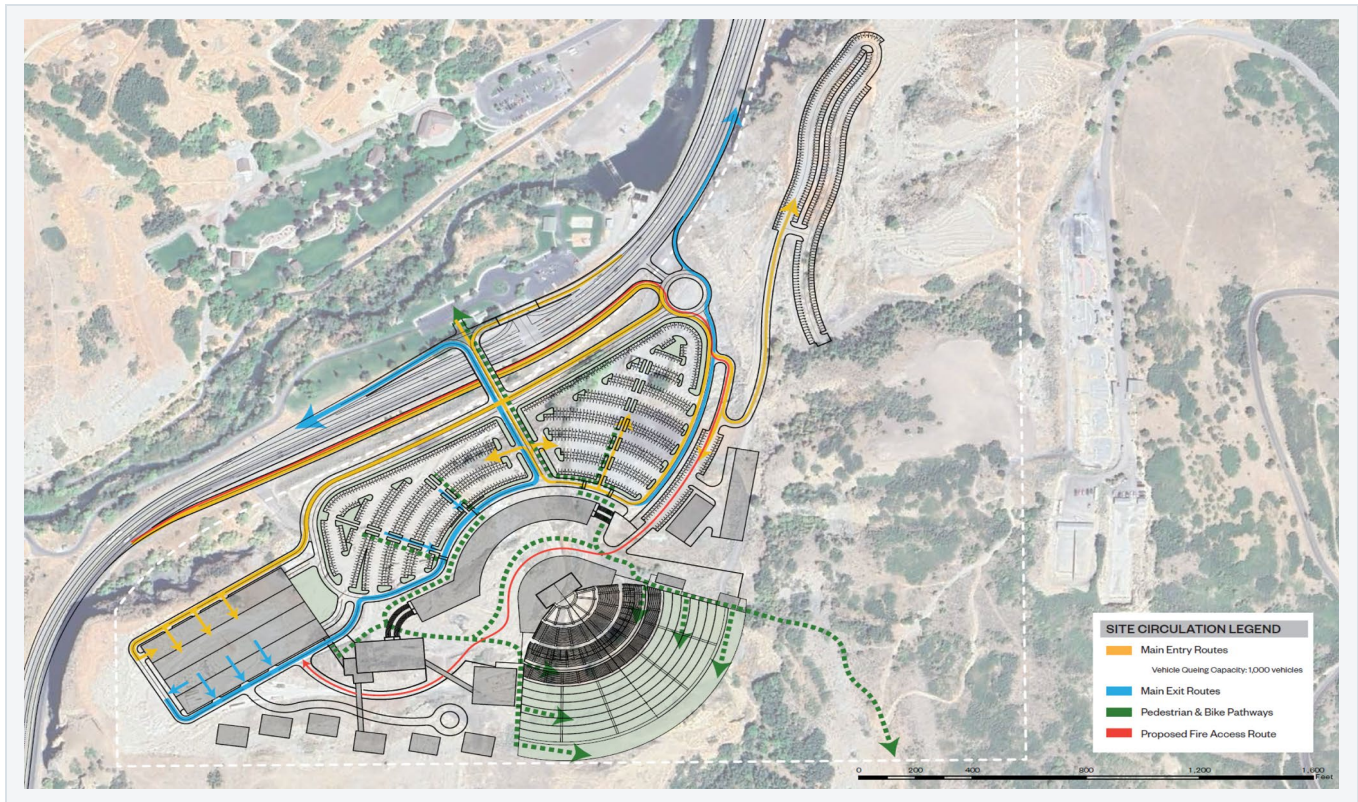


Figure 15. Regional transportation framework showing the principal routes expected to serve Vesper.

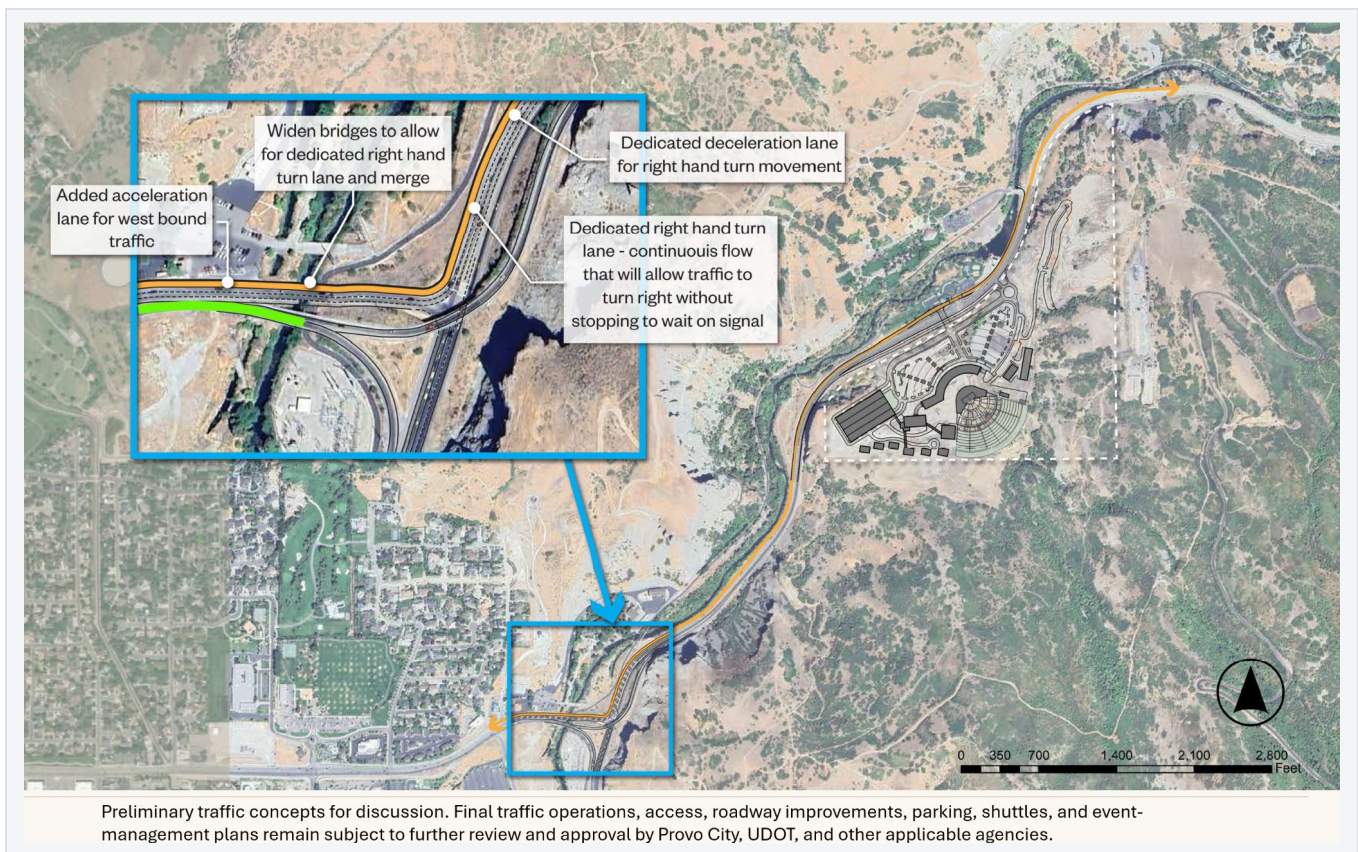


Figure 16. Conceptual transportation improvements being evaluated to support safe and efficient access to the project and the surrounding transportation network.

Noise

Sound will be addressed through venue orientation, site topography, architectural design, current and evolving sound technology, monitoring, event operations, enforceable mitigation requirements, and outdoor-event curfews.

The Development Agreement requires commercially reasonable efforts to incorporate sound-attenuation and noise-mitigation technologies and establishes outdoor-event curfews of 11:00 p.m. Sunday through Thursday and midnight Friday and Saturday.

Additional sound modeling and final operating protocols will be completed as the venue design advances.

Public Utility Usage and Infrastructure

Utility and infrastructure planning is addressing culinary water, fire flow, sewer, power, stormwater, drainage, roads, emergency access, pedestrian circulation, and other project-serving infrastructure.

The Development Agreement requires compliance with applicable City and agency standards for utilities, infrastructure, access, sewer, water, stormwater, power, and related improvements.

Final design and capacity confirmation will occur through later engineering, service-provider review, permits, and inspections.

Coordination With UDOT, Orem City, and Utah County

The project team is coordinating with the applicable jurisdictions and agencies regarding transportation, access, infrastructure, emergency response, trails, and related regional issues.

The project includes a pedestrian and bicycle bridge across U.S. 189. Its final design, permitting, and integration with the highway system remain subject to continued coordination and approval by UDOT and other applicable agencies. Final transportation and operating plans will also require continued coordination with Provo, Orem, Utah County, UDOT, and public-safety agencies.

Construction and Operation Details

Frequency of Programming

Vesper is planned as a year-round venue capable of supporting a range of event sizes and configurations.

- concerts;
- artistic performances;
- theater;
- conventions;
- festivals;
- public assemblies;
- filming and production;
- community events; and
- related cultural and entertainment uses.

Maximum capacity will not represent typical attendance for every event. Programming will vary based on venue configuration, artist requirements, market demand, seasonal conditions, production needs, and operating approvals.

Construction Costs

Construction costs continue to be refined as the project advances through architecture, engineering, infrastructure planning, parking design, venue systems, and phasing.

More detailed construction information will be provided as the project design advances and the underlying estimates are sufficiently developed for public submission.

Operating Costs

Operating costs will vary based on event size, venue configuration, staffing, security, traffic control, shuttle operations, public safety, production requirements, and seasonality.

More detailed operating information will continue to develop with the venue operator, project consultants, and final event plans. Additional information will be provided as those operating plans are developed.

Economic Estimates

Economic estimates will be addressed under separate cover.

Conclusion

The information submitted in response to City staff's request addresses the project materials currently available. Where final design or implementation work remains, the Development Agreement establishes the standards and approvals that must be satisfied before the corresponding construction or operations may occur.

5. Documents and Exhibits Submitted

This report incorporates the principal project information and exhibits currently available. Together, these materials describe the project's proposed land-use framework, governing commitments, property transaction, existing site conditions, conceptual design, transportation strategy, parking approach, restoration plan, and regional trail connectivity.

Development Agreement

The current Development Agreement, prepared through the Provo City Legal Department, establishes the permitted uses, maximum project limits, conservation obligations, design standards, transportation and parking requirements, sound provisions, construction deadlines, and City enforcement protections applicable to the project.

The Development Agreement is referenced throughout this report and remains the controlling source for those commitments. It is not included as an attachment to this report.

Real Estate Purchase Contract and Addendum

The current Real Estate Purchase Contract and Addendum, prepared through the Provo City Legal Department, establish the framework for the proposed property exchange.

The transaction remains subject to additional written agreement regarding the final property configuration, valuation, equalizing consideration, surveys, title, UDOT matters, due diligence, and closing documents. The transaction documents also include termination rights and City repurchase protections tied to commencement and completion of construction. These documents are referenced throughout this report and are not included as attachments.

City Staff Information Request

Section 4 of this report responds directly to the principal issues identified in the City's written request for additional information.

Economic estimates will be addressed under separate cover.

Project Exhibits

The report incorporates selected project exhibits.

- existing site conditions;
- site and venue renderings;
- east-west and north-south elevations;
- site disturbance and restoration planning;
- the event matrix;
- regional transportation access;
- site access;
- proposed transportation improvements;
- parking and mobility planning;
- ancillary commercial uses and project caps; and
- regional trail connectivity.

The exhibits are placed throughout the report where they most directly support the accompanying discussion. Figure numbering follows the order in which the exhibits appear.

Additional Technical Information

Detailed transportation modeling, final parking operations, utility design, sound analysis, grading, drainage, emergency planning, architectural plans, and other technical materials will continue to be developed through the professional, City, agency, and permitting processes required by the Development Agreement and applicable law.

This submission does not represent those later technical materials as complete. It presents the project framework, available supporting information, and enforceable commitments appropriate to the current stage of the approval process.

VESPER AMPHITHEATER

Economic and Fiscal Impact Analysis



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Executive Summary

Piper Sandler Companies (PSC) has prepared this economic and fiscal impact analysis to evaluate the proposed Vesper Amphitheater project in Provo City, Utah. Vesper represents a significant private investment at the gateway to Provo Canyon, combining live entertainment, hospitality, dining, lodging, and outdoor recreation into a year-round destination unlike any existing venue in Utah County.

The analysis finds that Vesper will generate substantial economic and fiscal benefits across multiple dimensions:

Construction Impact

The project's initial hard construction cost is **projected to exceed \$540 million**. Applying a BEA-informed construction multiplier of 1.6x, total economic output from the construction phase alone is projected to reach approximately **\$864 million**, reflecting both direct spending and indirect supplier and household activity.

Employment and Population

The project sponsors project the addition of at least **957 new jobs by 2030** as the venue transitions to full operations. Using U.S. Census On the Map data, PSC estimates that approximately **20.3% of these new jobs**—or roughly **195 new employees**—will result in new long-term Provo City residents.

Assessed Value and Point of Sale Revenue

New assessed value from the project is projected to range from **\$540–605 million**, representing a **4.9% increase in the City's total assessed value**. At stabilization, gross point of sale revenue is projected to exceed **\$200 million annually**, rising **above \$300 million by the mid-2040s**. On average, Vesper is projected to generate \$262 million in annual revenue, representing **approximately 12.9% of the City's existing gross point of sale economy**—a substantial contribution for a single project. The amphitheater itself drives approximately 86% of total projected revenue.

Fiscal Impact

New property and sales tax revenues will benefit multiple taxing jurisdictions, led by the Provo City School District, Utah County, the State of Utah, and Central Utah Water Conservancy District. Across all entities, the project is projected to generate **more than \$6 million per year in new property taxes** and in excess of **\$20 million per year in sales and use taxes by 2045**. For Provo City specifically, new tax revenues carry a combined **30-year net present value of approximately \$37.3 million**.

While the project will also generate new City expenses—primarily related to maintaining service levels for new long-term residents—these costs are modest relative to new revenues, averaging approximately **\$223,000 per year and peaking near \$390,000 per year by the end of the study period**.

Net Fiscal Result

On a net basis, Provo City is projected to realize a **positive fiscal impact averaging \$2.3 million per year**, equating to \$67.2 million in cumulative 30-year cash flow and a net present value of \$35.5 million at a 4% discount rate. New City expenses as a percentage of new revenue are projected to fall to approximately 8–11% once the venue stabilizes, reflecting a highly favorable revenue-to-cost ratio for the City.

Introduction

Piper Sandler Companies (PSC) are pleased to present this economic and fiscal impact analysis regarding the proposed new Vesper Amphitheater (Vesper, the Amphitheater) in Provo City (Provo, the City). Vesper Amphitheater represents an opportunity to create a distinctive cultural and economic destination for Provo, Utah County, and the broader Intermountain West. Located at the gateway to Provo Canyon and framed by the Wasatch Mountains, the proposed venue will unite live entertainment, hospitality, outdoor recreation, and place-based design in a setting unlike any existing performance venue in Utah County. Rather than functioning solely as a concert facility, Vesper is envisioned as a year-round destination where residents and visitors could gather for music, performing arts, festivals, community events, dining, lodging, and outdoor experiences.

Culturally, Vesper will strengthen Utah County's identity as a place where the arts, family entertainment, natural beauty, and entrepreneurial creativity intersect.

However, the primary focus of this analysis is economic. The amphitheater is projected to become a significant regional visitor attraction. Concertgoers from throughout Utah and neighboring states will generate spending not only at the venue, but also at local hotels, restaurants, retailers, transportation providers, outdoor recreation businesses, and other community establishments. The project would also create construction employment, permanent venue and hospitality jobs, supplier demand, event-related contracting opportunities, and additional tax-generating activity. Because the venue is proposed as a year-round facility rather than a seasonal outdoor stage alone, it will support a more consistent economic contribution across the calendar year.

This analysis investigates primary economic impacts and fiscal impacts through the lens of Provo City particularly.

Economic Impact

We review the main economic impacts of the project below.

Construction Activity

The first, and most simple, economic impact to interpret is the project's construction cost and spending. Project partners will invest significant funds in the project with an initial hard cost projection of more than \$540 million. Additionally, construction spending in a community causes additional indirect supplier benefits and household activity.

As seen in Exhibit 1 below, we project that the total economic impact from the construction project alone will approach \$864 million. To understand these secondary benefits, we researched general construction multiplier effects and case studies provided by the U.S. Department of Commerce Bureau of Economic Analysis (BEA)¹. PSC sees that for construction multipliers range from 1.2 – 2, and we have applied an average range of 1.6 in this case.

¹ U.S. Bureau of Economic Analysis, Construction BOG Example, Regional Input-Output Modeling System II (RIMS II), accessed July 23, 2026, <https://apps.bea.gov/regional/rims/rimsii/Construction%20BOG%20Example.pdf>

Exhibit 1: Summary of Construction Capital Expense and Economic Impacts

Summary of Construction Capital Expense and Economic Impacts	
Direct Construction Activity	\$540,000,000
Indirect Supplier and Household Activity	\$324,000,000
Total Economic Impact from Construction Project	\$864,000,000
Multiplier	1.6

Source: Vesper Amphitheater, BEA, Piper Sandler calculations.

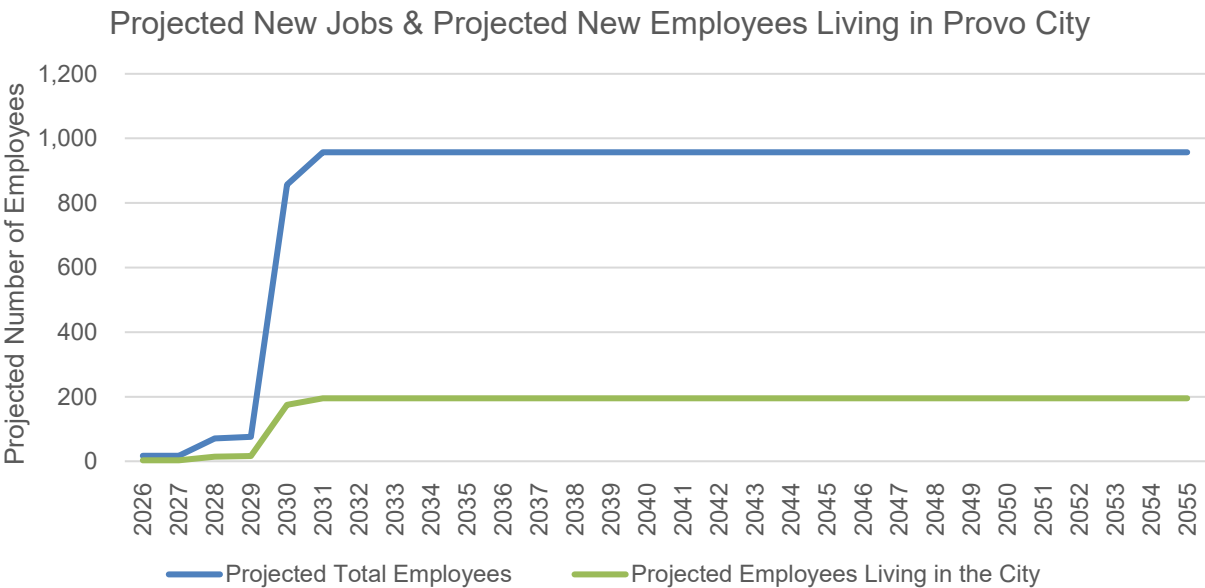
This construction spending stands to raise the gross domestic product of Provo City, Utah County, and the State of Utah over the course of the construction phase and provides a positive impetus to the growth of the Provo economy.

New Jobs Added

Next, the project stands to provide significant momentum for jobs in the community. New jobs will be added as soon as construction starts. However, the bulk of job momentum will occur as the venue begins operations. The project sponsors project that at least 957 new jobs will be added by 2030 as the venue phases in to operations. This presents a significant opportunity for local workforce.

Further, PSC calculates that approximately 20.4% of these new jobs will likely result in new, long-term, residents in Provo City. This is projected to add 195 new long-term residents as a result of the project, which is both a new revenue benefit and new cost for the City. Please see our Review of Key Assumptions & Methodology: Primary Residents as a Result of New Jobs section for further detail on this estimate.

Exhibit 2: Projected New Jobs & Projected New Employees Living in Provo City



Source: Vesper Amphitheater, U.S. Census on the Map, Piper Sandler calculations and visualization.

Both job and residential growth are essential for the functioning of a healthy economy. While new residents will add some expense for the City, overall new revenues to the City will help the City accommodate this cost.

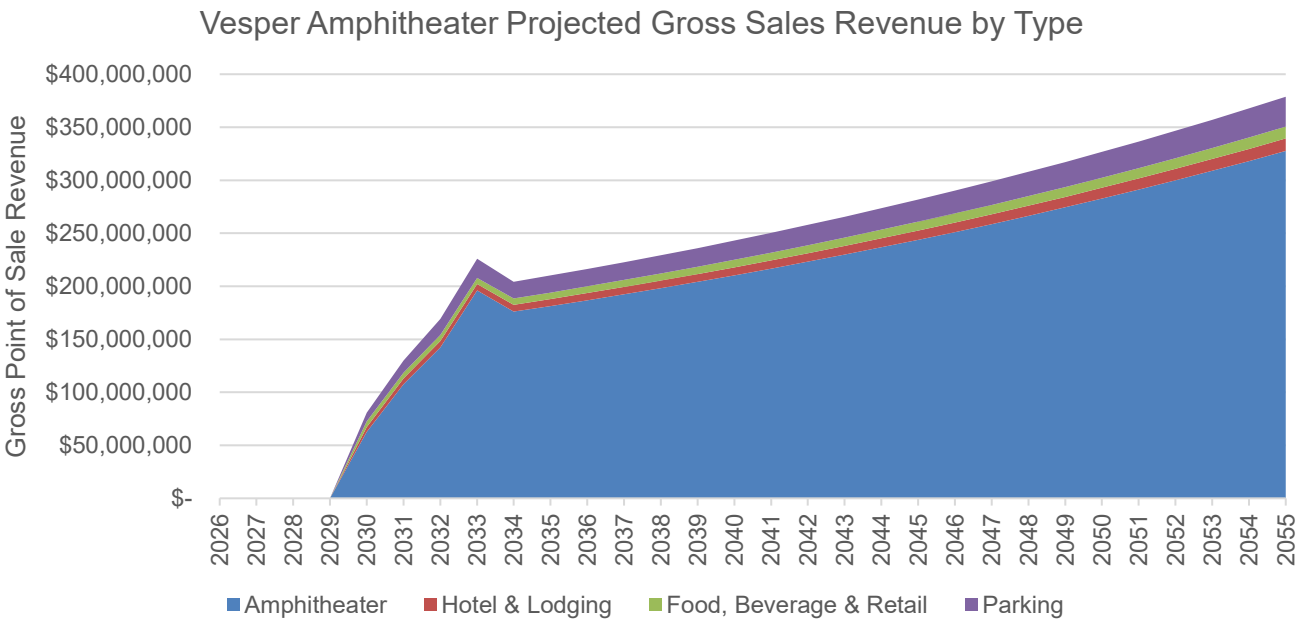
New Assessed Value

New growth assessed value is the only path to increase a municipality’s property tax revenues, barring truth-in-taxation rate increases, within the state of Utah. Therefore, the new assessed value that will be added to Provo City is relatively significant and is projected to range from \$540 – 605 million at the time of construction completion. With a total city-wide adjusted assessed value of approximately \$12.2 billion as of fiscal year 2025, this stands as approximately a 4.9% increase in the assessed value of the City. This remains a substantial increase for one project to contribute.

New Point of Sale Revenue

Next, the project will generate significant additional point of sale revenues for the Provo economy. Indeed, by the period of initial stabilization in 2032 projected revenues are expected to exceed \$200 million annually. As broader economic momentum and inflation continue, revenues may rise above \$300 million annually by the mid-2040s. As seen in Exhibit 3 below, the project has a diverse set of revenues with the amphitheater as a critical and core driver.

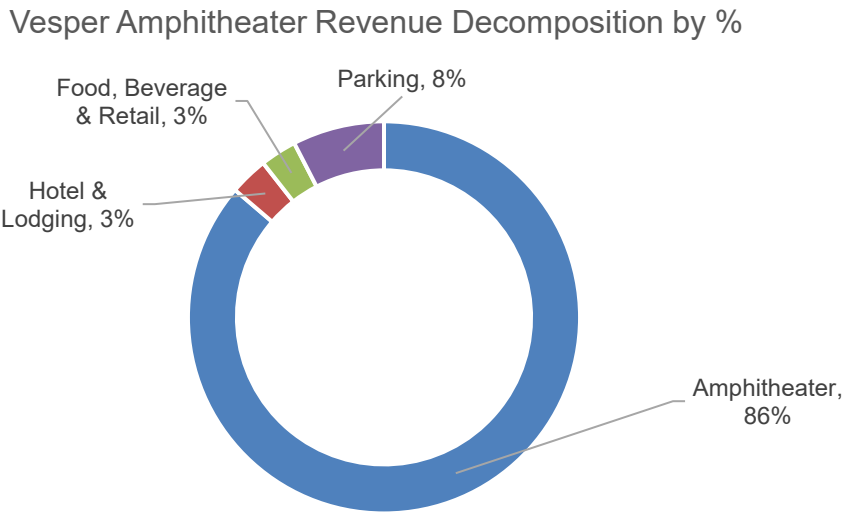
Exhibit 3: Vesper Amphitheater Projected Gross Sales Revenue by Type



Source: Vesper Amphitheater, Piper Sandler visualization.

Further, we see again in Exhibit 4 below that the amphitheater is an important driver of project success, generating approximately 86% of projected revenue.

Exhibit 4: Vesper Amphitheater Revenue Decomposition by %



Source: Vesper Amphitheater, Piper Sandler visualization.

According to the Utah State Tax Commission’s 2025 Annual Report², Provo City’s calendar year gross point of sale revenues exceeded \$2 billion. With an average annual revenue over the 30-year study period of \$262 million, Vesper will generate at least a 12% increase in the City’s gross point of sale economy, which is a substantial amount for a single project.

Exhibit 5: Provo City Existing Gross Point of Sale Revenue vs. Vesper Gross Point of Sale Revenue

Provo City Existing Gross Point of Sale Revenue vs. Vesper Gross Point of Sale Revenue	
Calendar Year 2024 Gross Point of Sale	\$2,038,378,466
Vesper Average Annual Revenue	\$262,487,831
% of Existing Gross Point of Sale	12.9%

Source: Vesper Amphitheater, Utah State Tax Commission, Piper Sandler calculations.

Clearly, Vesper stands to be a significant contributor to the future of the City’s economy.

² Utah State Tax Commission, Fiscal Year 2025 Annual Report (Salt Lake City: Utah State Tax Commission, 2025), accessed July 23, 2026, <https://files.tax.utah.gov/tax/commission/reports/fy25report.pdf>

Fiscal Impact

With the economic impacts outlined above, significant positive fiscal impacts will also benefit multiple taxing entities and jurisdictions in the state. Additionally, Provo will face added expenses from the project. However, these will largely be mitigated through new revenue.

New Revenues Across Entities

The primary sources of new revenue to the broad set of taxing entities will occur in the form of property tax and sales tax. We outline the expected revenue each entity will receive below.

Property Tax

The key taxing entities in the area are the City, Utah County, Provo City School District, and Central Utah Water Conservancy District. All are projected to have revenues increase as a result of the project, with the Provo City School District collecting the bulk of the revenue as is common with all jurisdictions in Utah. Overall, more than \$6 million per year will be generated in new property taxes across all entities.

Exhibit 6: Property Taxing Entities and Projected Property Tax Revenue

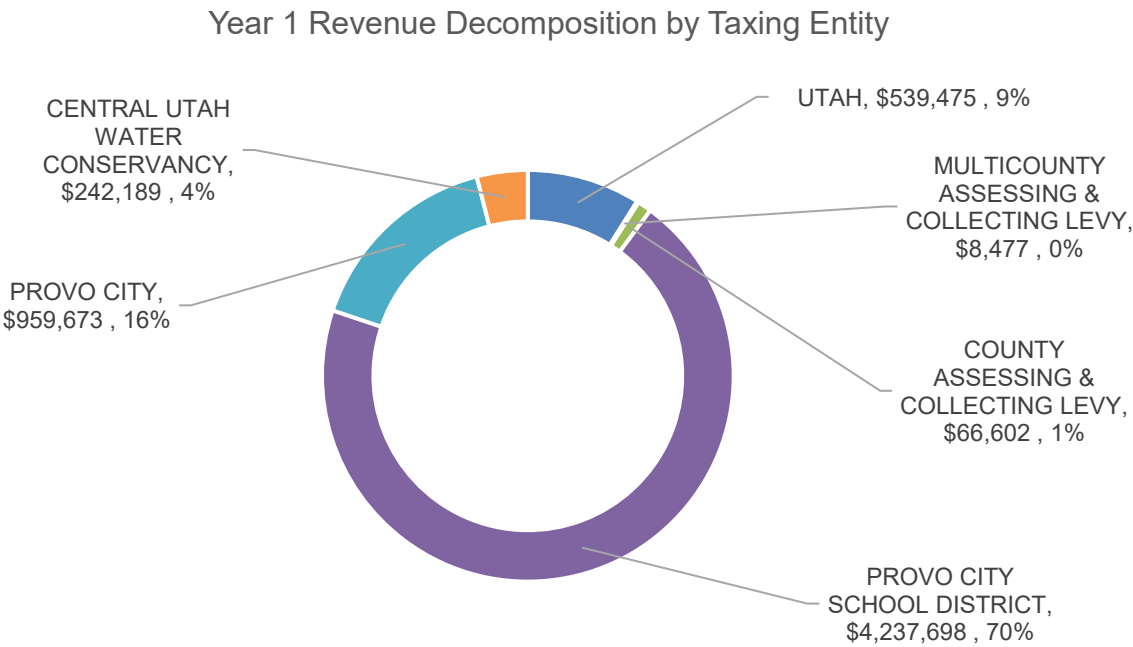
Property Taxing Entities and Projected Property Tax Revenue							
Tax Area	Taxing Entity	2026 Auditor's Certified Rate	2026 Proposed Rate	2026 Final Adopted Tax Rate	Year 1 Revenue	30 Year Cash Flow	NPV
1010	UTAH	0.000891	0.000891	0.000891	\$539,475	\$14,565,838	\$7,831,534
1015	MULTICOUNTY ASSESSING & COLLECTING LEVY	0.000014	0.000014	0.000014	\$8,477	\$228,868	\$123,054
1020	COUNTY ASSESSING & COLLECTING LEVY	0.00011	0.00011	0.00011	\$66,602	\$1,798,252	\$966,856
2020	PROVO CITY SCHOOL DISTRICT	0.006885	0.006999	0.006999	\$4,237,698	\$114,417,841	\$61,518,415
3150	PROVO CITY	0.00091	0.001585	0.001585	\$959,673	\$25,911,170	\$13,931,517
4250	CENTRAL UTAH WATER CONSERVANCY	0.000397	0.0004	0.0004	\$242,189	\$6,539,097	\$3,515,840
				Total	\$6,054,114	\$163,461,065	\$87,887,217

Source: Vesper Amphitheater, Utah State Tax Commission, Piper Sandler calculations.

In Exhibit 6 above, year 1 revenue demonstrates approximately the amount of annual revenue each taxing entity could expect to receive as a result of the development. The 30-year cashflow shows how much revenue will be collected over a 30-year period. Finally, the NPV calculation discounts this 30-year cashflow to present value at a discount rate of 4%. This is a measure that tells the reader about how much the 30-year stream of cash is worth if monetized today.

As mentioned above, the Provo City School District makes up approximately 70% of this new property tax revenue while Provo City is approximately 16% of the total new property tax generated per year. This is reviewed in Exhibit 7 below.

Exhibit 7: Year 1 Revenue Decomposition by Taxing Entity

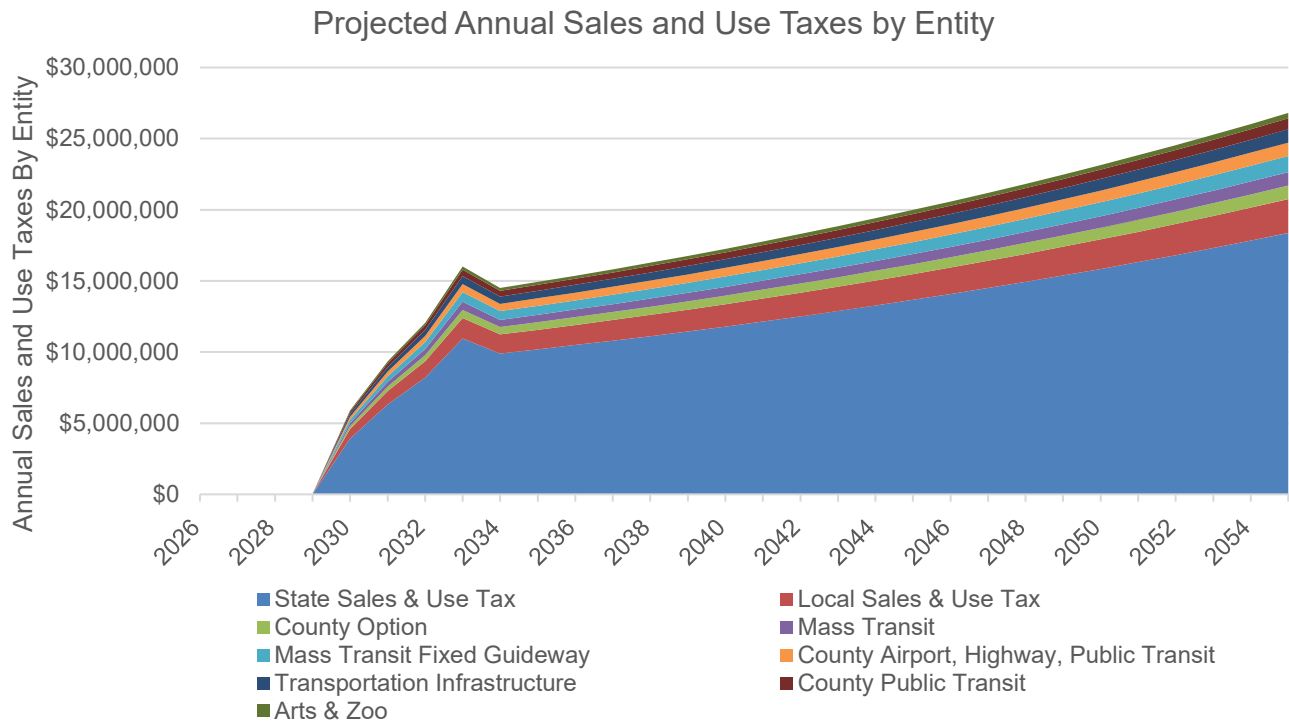


Source: Vesper Amphitheater, Utah State Tax Commission, Piper Sandler calculations.

Sales Tax

Sales and use taxes will be an even more substantial revenue generator for governmental entities than property taxes, with the project driving new significant new revenue across taxing entities. By 2045, total sales and use taxes are projected to exceed \$20 million per year across entities with the state of Utah collecting the bulk of the sales taxes and all entities and rates benefiting.

Exhibit 8: Projected Annual Sales and Use Taxes by Entity



Source: Vesper Amphitheater, Utah State Tax Commission, Piper Sandler calculations.

Similar to the property tax table above, we see that Provo City will receive the Local Sales & Use Tax, which is intermediated by the state with 50% deriving from point of sale revenue and the remainder being received from a the per-capita-weighted state pool. Because the project will add potential residents to the City before it is actually open, we project the City will receive an increase in sales from the project from the beginning of construction.

Exhibit 9: Sales and Use Taxes by Entity

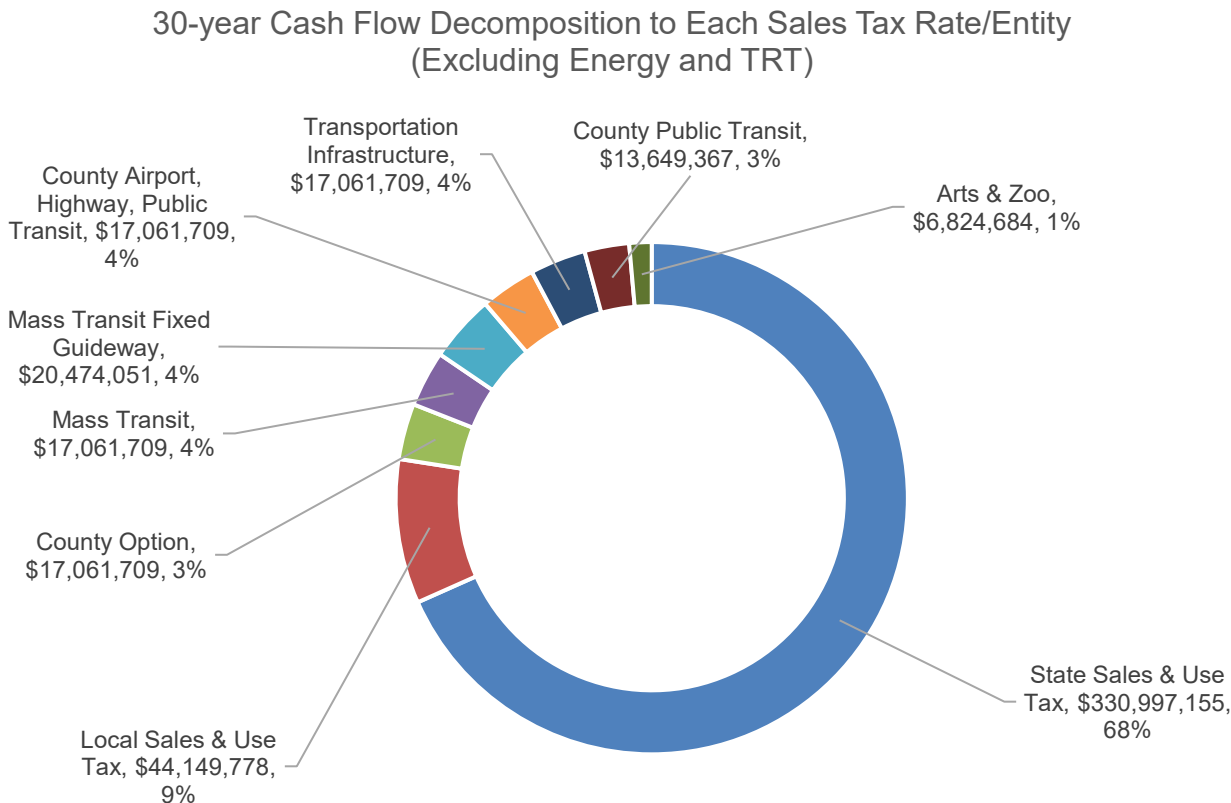
Sales and Use Taxes by Entity					
Sales & Use Tax Code	Sales and Use Tax Name	Rate	Year 1 Revenue	Cash Flow	NPV
ST	State Sales & Use Tax	0.0485	\$3,922,501	\$330,997,155	\$160,663,380
LS	Local Sales & Use Tax	0.0100	\$671,017	\$44,149,778	\$21,618,764
CO	County Option	0.0025	\$202,191	\$17,061,709	\$8,281,618
MT	Mass Transit	0.0025	\$202,191	\$17,061,709	\$8,281,618
MF	Mass Transit Fixed Guideway	0.0030	\$242,629	\$20,474,051	\$9,937,941
HH	County Airport, Highway, Public Transit	0.0025	\$202,191	\$17,061,709	\$8,281,618
AT	Transportation Infrastructure	0.0025	\$202,191	\$17,061,709	\$8,281,618

CP	County Public Transit	0.0020	\$161,753	\$13,649,367	\$6,625,294
CZ	Arts & Zoo	0.0010	\$80,876	\$6,824,684	\$3,312,647
Total			\$5,887,539	\$484,341,871	\$235,284,497

Source: Vesper Amphitheater, Utah State Tax Commission, Piper Sandler calculations.

We see the percentage decomposition of sales taxes, excluding Municipal Energy and Transient Room taxes, across rates below.

Exhibit 10: 30-year Cash Flow Decomposition to Each Sales Tax Rate/Entity (Excluding Energy and TRT)



Source: Vesper Amphitheater, Utah State Tax Commission, Piper Sandler calculations.

In addition to the core sales taxes above, the City will also receive the Municipal Energy Tax and the Municipal Transient Room Tax. The Energy tax allows the City to collect revenue on energy sales to the project. Since Vesper will also have a hotel and lodging component the City will also receive the Municipal Transient Room Tax as seen in Exhibit 11 below.

Exhibit 11: Additional Other Sales & Use Taxes

Additional Other Sales & Use Taxes					
Sales & Use Tax Code	Sales and Use Tax Name	Rate	Year 1 Revenue	Cash Flow	NPV
ET	Municipal Energy Tax	0.06	\$30,954	\$1,371,646	\$661,500
TM	Municipal Transient Room Tax	0.0100	\$46,674	\$2,161,914	\$1,060,092
	Total		\$77,629	\$3,533,560	\$1,721,592

Source: Vesper Amphitheater, Utah State Tax Commission, Piper Sandler calculations.

Overall, the sales taxing complex is substantial, generating more than \$235 million of net present value across the various tax rates.

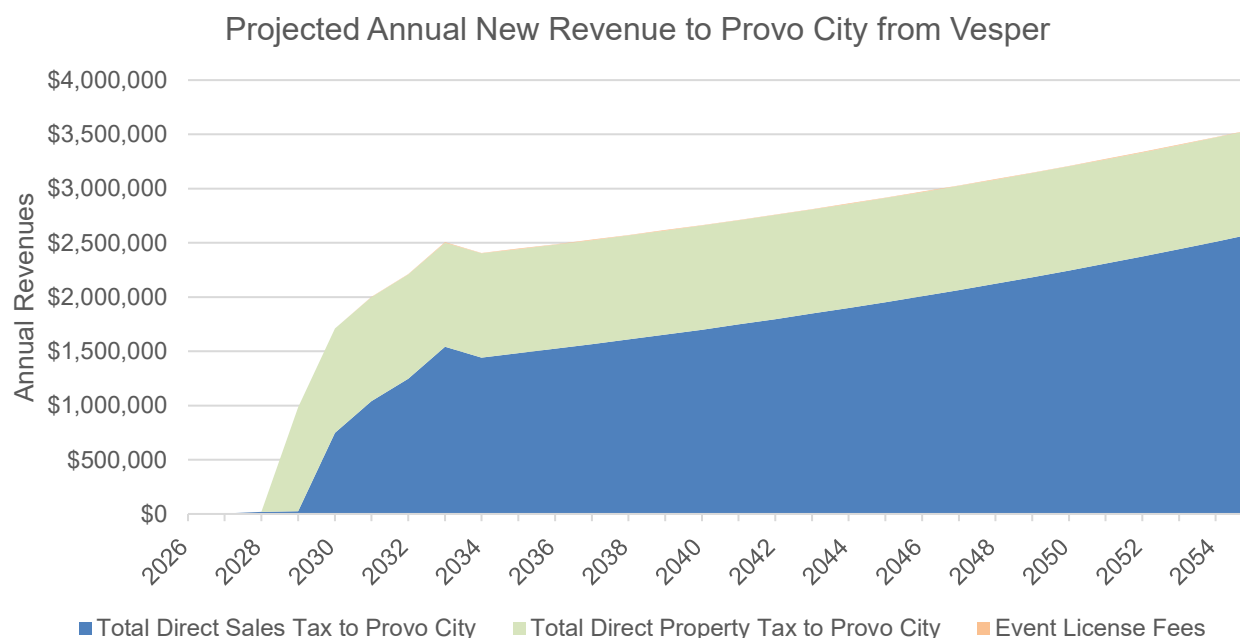
New Revenues to Provo City

Focusing in on the new revenues to Provo City, we see that new property taxes and sales taxes will be delivered to the City from the project. Additionally, depending on how the City approaches each event, there is potential for event licensing fees that are minimal when compared to the core property and sales taxes. For an event license fee projection, PSC multiplied the City's current special event application fee³ of \$50 by the number of projected annual events each year.

Total projected revenues for Provo are visualized below, which includes revenues from all mentioned sources of property tax, sales tax, and potential licensing fees. By project stabilization in 2032, new revenues are expected to reach approximately \$2.5 million per year.

³ Provo City, "Provo City Consolidated Fee Schedule: Business Licensing," Provo City Code, accessed July 23, 2026, https://provo.municipal.codes/Code/FS_Business.

Exhibit 12: Projected Annual New Revenue to Provo City from Vesper



Source: Vesper Amphitheater, Utah State Tax Commission, Piper Sandler calculations.

It is also illuminating to review the total 30-year cashflows and net present value of each core tax revenue below.

Exhibit 13: Summary of New Tax Revenues Generated for Provo City

Summary of New Tax Revenues Generated for Provo City			
Revenue Type	Year 1 Revenue	Cash Flow	NPV
Property Tax	\$959,673	\$25,911,170	\$13,931,517
Local Sales & Use Tax	\$202,191	\$44,149,778	\$21,618,764
Municipal Energy Tax	\$30,954	\$1,371,646	\$661,500
Municipal Transient Room Tax	\$46,674	\$2,161,914	\$1,060,092
Total	\$1,239,493	\$73,594,509	\$37,271,873

Source: Vesper Amphitheater, Utah State Tax Commission, Piper Sandler calculations.

New Provo City Expenses

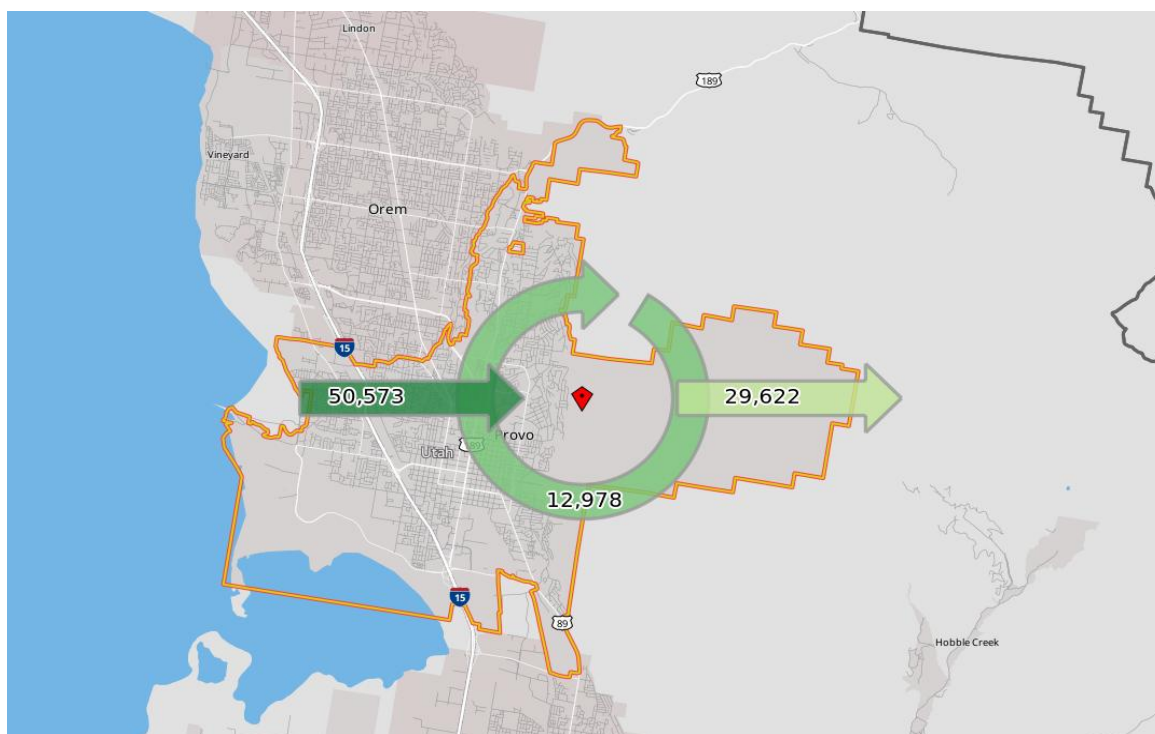
While the City stands to gain substantial new revenue, it is also true that new development comes with additional expenses for a municipality. We believe that planning, building, engineering, and general services associated with the construction of the development will be paid for by the developer and will offset the cost of those services, in line with legal precedent in the state. Roadway costs on the property will also be maintained by Vesper.

We understand that City will collaborate with Vesper in preparing, reviewing and implementing event-specific traffic management plans for the project and its events. The City will support traffic management with services from the City's police department. However, we note that Vesper will reimburse the City for the actual costs incurred by the City in providing such services and any standby fire and emergency medical services to support the Vesper's events. This is consistent with the City's standard practice for comparable events and venues. Therefore, event-related revenues and costs are expected to largely offset each other.

However, the employment opportunities of the project are likely to generate new long-term residents that will require new City general fund expenses to maintain existing levels of service.

In order to project long-term new residents arising from the project, PSC first utilized U.S. Census data to see how many employees currently employed in Provo also live in Provo. In the Exhibit below, we see that 50,573 workers who live outside of the City enter each day for their jobs. Then, 12,978 workers who live in Provo also work in Provo. Lastly, 29,622 Provo residents work in another jurisdictions besides Provo. This means that of the 63,551 workers in the City each day, 12,978 are employed and are living in the City. This means that approximately 20.3% of the employees in the City live in the City.

Exhibit 14: U.S. Census on the Map Job Inflow/Outflow



Source: U.S. Census on the Map.

Utilizing Vesper's projected employment calculations, we apply this 20.3% ratio to the total forecasted new employees to see that the City will have approximately 195 new residents as a result of the project. This is first depicted above in Exhibit 2.

Next, PSC analyzed the last five years of Provo City's historic budgets. For fiscal year 2026 the adjusted budget is used. Knowing the cost of general fund departments per year and the City's population, we derive an annual cost of service per capita and compute a five-year average of per capita service costs. This is displayed in Exhibit 15 below.

Exhibit 15: Provo City General Fund Expenses by Department per Capita

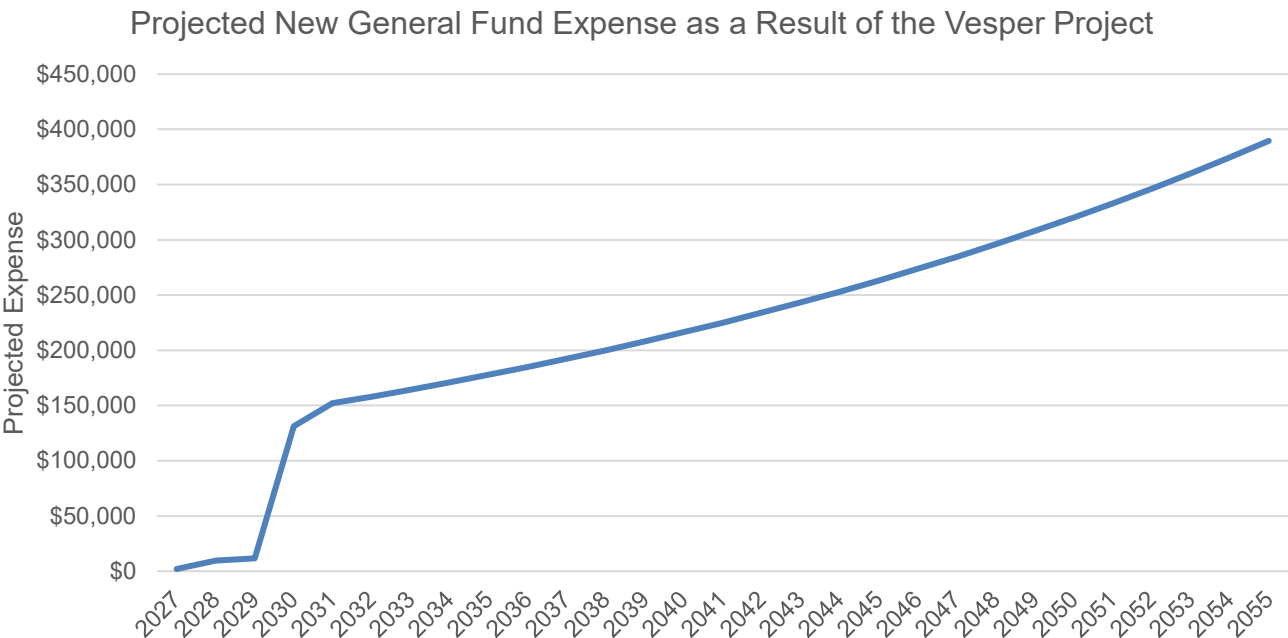
Provo City General Fund Expenses by Department per Capita						
Population	113,516	113,355	115,496	114,527	114,523	
General Fund Department	2022 Actual	2023 Actual	2024 Actual	2025 Actual	2026 Adj. Budget	5Y Average
Police	\$177.55	\$195.49	\$206.46	\$219.28	\$235.53	\$206.86
Parks	\$99.75	\$109.73	\$114.90	\$124.10	\$131.52	\$116.00
Fire	\$108.90	\$114.30	\$135.15	\$146.15	\$150.42	\$130.98
Information Systems	\$37.23	\$43.86	\$46.42	\$43.23	\$49.75	\$44.10
Comm & Neighborhood Svcs	\$18.45	\$0.00	\$0.00	\$0.00	\$0.00	\$3.69
Streets	\$19.89	\$20.87	\$23.12	\$22.16	\$27.11	\$22.63
Engineering	\$17.28	\$20.87	\$27.82	\$21.66	\$21.55	\$21.84
General Services	\$6.74	\$15.55	\$7.24	\$4.50	\$31.17	\$13.04
Legal	\$14.94	\$16.41	\$17.15	\$18.24	\$19.90	\$17.33
Recorder	\$2.69	\$1.09	\$2.61	\$1.18	\$3.44	\$2.20
Finance	\$11.20	\$10.89	\$10.20	\$11.91	\$12.21	\$11.28
Mayor's Office & Media	\$16.90	\$18.88	\$17.77	\$17.08	\$18.95	\$17.92
Human Resources	\$7.95	\$7.96	\$8.91	\$9.54	\$9.91	\$8.85
Municipal Council	\$8.92	\$9.62	\$10.72	\$11.71	\$14.88	\$11.17
Development Services	\$14.07	\$31.28	\$34.49	\$37.45	\$42.33	\$31.93
Economic Development	\$5.44	\$6.33	\$7.36	\$7.05	\$5.87	\$6.41
Total Expenditures	\$567.91	\$623.12	\$670.32	\$695.24	\$774.54	\$666.23

Overall, the City has a stable population base and strong expense controls. Per capita spending has likely increased due to inflationary conditions.

Next, we assume that the City would like to preserve existing levels of service for its residents. Therefore, knowing the long-term projected population increases in the City due to the Vesper project, we multiply the City's five-year average per capita spending by the path of new residents added and inflate these expenses at a rate of 4% per year to arrive at a projection of new expenses per General Fund department. While some departments may be able to scale their marginal services with minimal new expense in practice, we believe the methodology above is conservative, recognizes that new growth comes with new expenses and provides the City with a clear picture of potential new costs.

A detailed 30-year marginal City budget as a result of the development growth is provided as an appendix. However, the Exhibit below displays the projected annual general fund expense as a result of the project. By the terminal period of the forecast expenses rise to approximately \$390,000 per year. On average, expenses are approximately \$223,000 per year over the 30-year period.

Exhibit 16: Projected New General Fund Expense as a Result of the Vesper Project



Source: Vesper Amphitheater, Piper Sandler calculations.

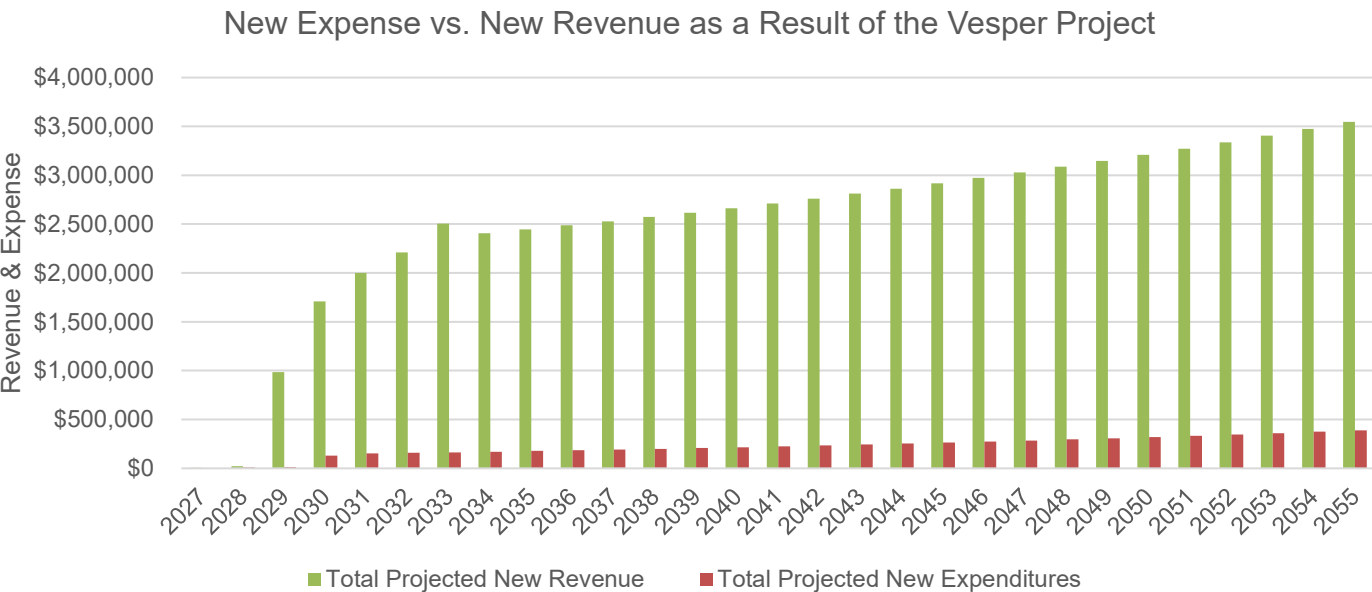
While this appears as an important expense in isolation, it is relatively small when compared to the new revenues that the project will bring into the City. This is investigated in the next section.

Net Fiscal Impact to Provo City

We project that the net fiscal impact to Provo City will be positive, on average bringing in \$2.3 million more in revenue than expense. Over 30 years, this amounts to cashflows of \$67.2 million, which has a net present value of \$35.5 million when discounted at 4%. This has the potential to be a substantial new resource for the City that can be allocated to additional community services and goods.

We see the relative scale of new revenues versus new expenses as a result of the Vesper project in the Exhibit below.

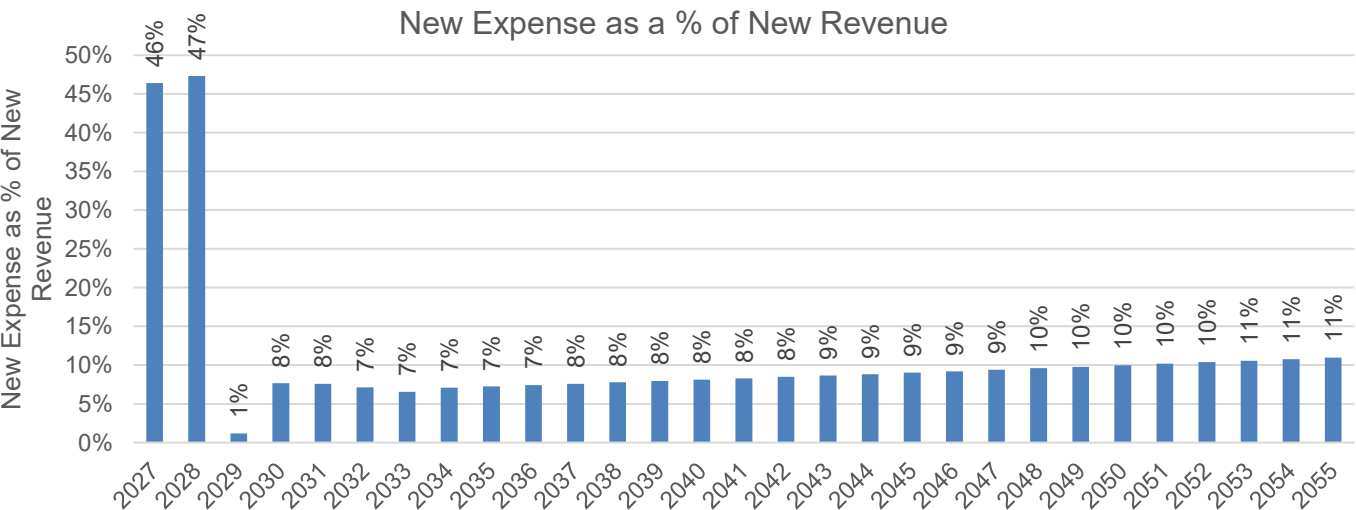
Exhibit 17: New Expense vs. New Revenue as a Result of the Vesper Project



Source: Vesper Amphitheater, Piper Sandler calculations.

Further, reviewing new expenses as a percentage of new revenue reveals that the greatest relative impact to the City occurs during the construction process. But, as the venue stabilizes, comes on line and begins generating substantial revenues, the City’s expenses as a percentage of new revenue drop to approximately 8-11% of new revenue.

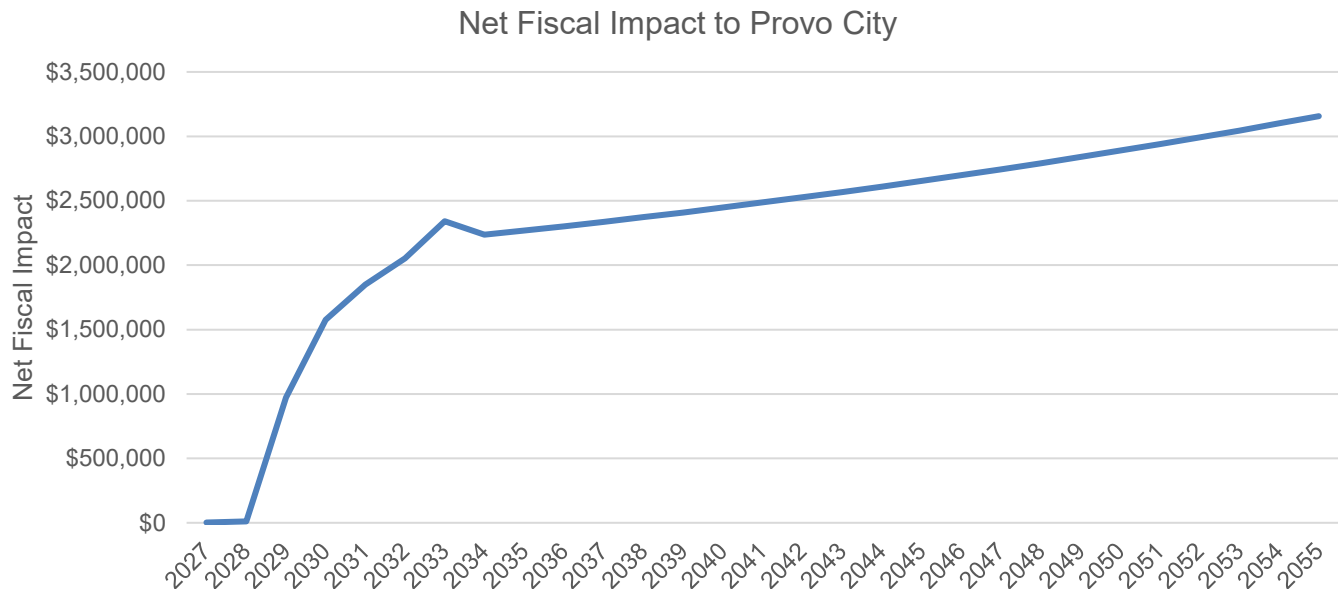
Exhibit 18: New Expense as a % of New Revenue



Source: Vesper Amphitheater, Piper Sandler calculations.

Finally, our fundamental result is displayed below. The net fiscal impact to Provo will be positive bringing in \$2.3 million more in revenue than expense per year on average.

Exhibit 19: Net Fiscal Impact to Provo City



Source: Vesper Amphitheater, Piper Sandler calculations.

Review of Key Assumptions & Methodology

Please see a review of key assumptions and methodology below.

Developer's Land Use and Phasing Plan

This economic and fiscal impact study is based on the developer's best available knowledge regarding project phasing, land use characteristics, construction and financing plans. This study is not an independent review or judgment of the developer's pro-formas, plans or market knowledge.

Inflation

Throughout the study, an inflationary and discount rate of 4% is utilized. This is approximately in-line with historic U.S. western region inflation rates and it is also in-line with the approximate available yield of money market funds and the Utah State Treasurer's Fund.

Primary Residents as a Result of New Jobs

Our methodology for forecasting primary resident growth as a result of new job opportunities is dependent on U.S. Census On the Map data. The latest available data is marked from 2023. This methodology is described in the New Provo City Expenses section above.

Linear Exposure to Long Term Population as a Basis for Service Levels

In this study, we assume that new population is a core driver of new expense and that this population linearly and uniformly requires new expenses and services from the City. In practice, service demands and needs may not be distributed uniformly across a city geography. For example, some neighborhoods or geographic areas may place larger service demands on fire or police services due to their unique geography or characteristics. For this study, we are not equipped with proprietary data such as the specific locations of calls for police or fire services. Therefore, a simplifying, but reasonable, assumption that this study uses is that new service needs will be distributed uniformly across new population.

Maintenance of Existing Levels of Service

Additionally, as cited above we assume that Provo City would like to maintain its five-year average of per-capita spending in order to preserve service levels for all residents as new population is added over the course of the project.

BEA Construction Multiplier Range

As mentioned above in the Construction Activity section, secondary effects of construction activity are based on the range of 1.2 – 2 from the case studies executed by the BEA.

Secondary Fiscal Impact to Other Regional Cities

This study is only equipped with modeling analysis and data to directly provide primary effect calculations for the related government entities described above. However, we can rationally and qualitatively say that the Vesper Project will likely have additional positive secondary effects on primarily Orem and Lehi, as a main gateway to Provo Canyon. Additionally, Heber City in Wasatch County is likely to benefit as it is reasonable to conclude that some concert goers are likely to stay, visit, or travel to and from Heber City via the Wasatch Back. Primary positive effects on the State of Utah, Utah County and the Provo City School District, among other entities are documented above.

Conclusion

This analysis demonstrates that the Vesper Amphitheater project stands to be a substantial net positive for Provo City and the broader region across both economic and fiscal dimensions. The project's construction phase is projected to generate nearly \$864 million in total economic output, while long-term operations are expected to support hundreds of new jobs, meaningful population growth, and a durable stream of new tax revenue for the City, Utah County, the Provo City School District, the State of Utah, and other taxing entities.

Critically, the analysis indicates that new revenues generated by the project will outpace the incremental costs of City services required to support project-driven population growth. Provo City is projected to realize a net positive fiscal impact in every year of the 30-year study period, with expenses never exceeding roughly 11% of new revenues once the venue reaches stabilization. This suggests that the City can accommodate the modest new service demands associated with the project without materially straining its General Fund, while capturing significant new resources that could be redirected toward other community priorities.

Beyond Provo's borders, the project is also likely to generate positive secondary effects for neighboring communities such as Orem and Heber City, and it will provide considerable new revenue to Utah County, the Provo City School District, and the State of Utah—entities that, in several cases, stand to benefit even more directly than Provo City itself from new property and sales tax collections.

It is important to note that this study relies on the developer's land use, phasing, and financing assumptions, and is not an independent audit of the project's pro formas. Key assumptions—including a 4% inflation and discount rate, linear population-driven expense growth, and a BEA-derived construction multiplier range of 1.2–2.0—are reasonable and grounded in established methodology, but actual outcomes may vary based on market conditions, project execution, and City service delivery decisions.

On balance, the findings of this study support the conclusion that Vesper Amphitheater represents a financially beneficial development for Provo City, with revenue generation that substantially exceeds anticipated costs across the 30-year forecast horizon.

Disclosure Statement

In providing the information contained herein, Piper Sandler is not recommending an action to you and the information provided herein is not intended to be and should not be construed as a “recommendation” or “advice” within the meaning of Section 15B of the Securities Exchange Act of 1934. Piper Sandler is not acting as an advisor to you and does not owe a fiduciary duty pursuant to Section 15B of the Exchange Act or under any state law to you with respect to the information and material contained in this communication. As an underwriter or placement agent, Piper Sandler’s primary role is to purchase or arrange for the placement of securities with a view to distribution in an arm’s-length commercial transaction, is acting for its own interests and has financial and other interests that differ from your interests. You should discuss any information and material contained in this communication with any and all internal or external advisors and experts that you deem appropriate before acting on this information or material.

The information contained herein may include hypothetical interest rates or interest rate savings for a potential refunding. Interest rates used herein take into consideration conditions in today’s market and other factual information such as credit rating, geographic location and market sector. Interest rates described herein should not be viewed as rates that Piper Sandler expects to achieve for you should we be selected to act as your underwriter or placement agent. Information about interest rates and terms for SLGs is based on current publicly available information and treasury or agency rates for open-market escrows are based on current market interest rates for these types of credits and should not be seen as costs or rates that Piper Sandler could achieve for you should we be selected to act as your underwriter or placement agent. More particularized information and analysis may be provided after you have engaged Piper Sandler as an underwriter or placement agent or under certain other exceptions as describe in the Section 15B of the Exchange Act.

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ADDENDUM NO. 2 TO REAL ESTATE PURCHASE CONTRACT

Provo City / Vesper Property Company Framework Addendum

This Addendum No. 2 (“Addendum”) is attached to and incorporated into the Real Estate Purchase Contract (“REPC”) between **City of Provo**, a Utah municipal corporation (“City” or “Seller”), and **Vesper Property Company, LLC and/or assigns** (“Vesper” or “Buyer”), regarding the property depicted on Exhibit A to the REPC (the “City Property”). To the extent this Addendum conflicts with the REPC or any prior addendum or counteroffer, this Addendum controls. This Addendum supersedes and replaces in its entirety the prior Addendum No. 1 submitted by Buyer.

1. Nature of This Agreement; Framework Transaction

The parties acknowledge that this transaction involves a proposed exchange of real property between the City and Vesper, the terms of which cannot be fully determined as of the date of this Addendum. Material terms, as outlined in the provisions below, remain to be finalized and mutually agreed upon. This Addendum and the REPC together establish a framework under which the parties will work in good faith toward a definitive exchange transaction, with milestones (“Gates”), explained below, that must each be satisfied by mutual written agreement before the parties become obligated to close. Either party may terminate the REPC, including all Addenda that are part of the final agreement, (the “Complete REPC”) if any Gate described below is not satisfied, without liability to the other party.

2. Council Approval as Condition Precedent to Formation

Notwithstanding the Mayor’s execution of the REPC and this Addendum, no contract exists between the parties, and neither party has any binding obligation hereunder, unless and until the Provo City Municipal Council (“Council”) approves the REPC, including all relevant Addenda, by formal action. The Mayor’s signature constitutes a recommendation to Council and a willingness to proceed subject to Council approval. It does not constitute a binding commitment by the City. The Council has until the date of its final approval of the rezone to agree in writing to the final terms of this transaction; otherwise the Complete REPC will be of no force or effect, no party will have any liability to the other, and any deposits or payments made will be returned. Nothing in this Addendum may be construed to limit, condition, or pre-commit the Council’s legislative discretion regarding any rezone, general plan amendment, development agreement, or other legislative approval related to the Vesper project, nor the Planning Commission’s discretion regarding any administrative approval.

3. Transaction Gates

Simultaneous with, or following, Council approval of the REPC and this Addendum under Section 2, the parties will proceed through any of the following Gates that have not already been completed. Although the Gates are numbered for convenience, they need not be satisfied strictly in sequence, and certain Gates may be pursued and satisfied concurrently to the extent practicable. Each Gate requires mutual written agreement of the parties. If the parties fail to reach mutual written agreement at any Gate, either party may terminate the Complete REPC by written notice to the other, with no liability and no damages of any kind, and any deposits or payments must be returned. With respect to determinations to be made by the City, satisfaction of the Gates will be determined as follows:

- a. the City Council will determine by means of formal Council resolution or ordinance:
 - i. the exact description of the city property to be conveyed, the Vesper property to be conveyed in exchange, the valuation of each, and the equalization of the consideration, all as described in Gates 1 and 3 through 5. This action will be done

via a resolution approving the terms of the surplusing of the City property to be conveyed; and

- ii. any legislative approval required by Gate 2, including approval of zone map amendments, general plan amendments, and any development agreement; and
- b. all other City determinations will be made by the Mayor as evidenced by her written approval of each such determination.

3.1 Gate One — Definition of the City Property to Be Conveyed. The parties must determine and agree in writing on the precise extent of the City Property to be conveyed to Buyer, including whether the conveyance comprises (a) the entire parcel depicted on Exhibit A, with Buyer developing a portion of the parcel and dedicating the remainder to trail and open-space use and a conservation easement, or (b) only the portion of the parcel to be developed, with the City retaining the balance of the parcel. The parties must also agree on the corresponding legal description, acreage, and configuration of the City Property to be conveyed and on the intended treatment of any retained, trail, open-space, or conservation-easement areas. This Gate is satisfied when both parties have agreed in writing to the definition and legal description of the City Property to be conveyed.

3.2 Gate Two — Project Approvals. Buyer will pursue, and the parties will cooperate as appropriate, regarding the approvals necessary for the Vesper project, including the legislative approvals of any rezone, general plan amendment, and development agreement. Nothing in this Addendum obligates the City, the Council, the Planning Commission, or any other City body to approve any legislative, administrative, or quasi-judicial application, and any such approvals remain wholly within the discretion of the applicable decision-making body. This Gate is satisfied when all such approvals necessary for the Vesper project have been granted to Buyer's reasonable satisfaction.

3.3 Gate Three — Vesper Exchange Property Identification. The parties will identify and legally describe any real property that Vesper will convey to the City as part of the exchange. This Gate is satisfied when both parties have agreed in writing to the legal description, acreage, configuration, and condition of the Vesper exchange property.

3.4 Gate Four — Valuation. The parties will agree in writing on the methodology for valuing the City Property and the Vesper exchange property, complete the valuations, and agree in writing on the resulting values. Valuation must be conducted consistent with applicable Provo City ordinances governing the disposal or exchange of City real property, including Provo City Code Chapter 3.04 to the extent applicable. This Gate is satisfied when both parties have agreed in writing to the values of both properties.

3.5 Gate Five — Equalizing Consideration. If the values of the properties to be exchanged are not equal, the parties will agree in writing on the equalizing consideration, which may include cash, credits, valuation adjustments, infrastructure-related credits, or other lawful consideration. This Gate is satisfied when both parties have agreed in writing to the form and amount of equalizing consideration.

3.6 Gate Six — Survey, Title, and Final Legal Descriptions. Each party will obtain a survey and title commitment for the property it is acquiring, and the parties will agree in writing on the final legal descriptions and title condition of both properties. This Gate is satisfied when both parties have agreed in writing that the survey, title, and final legal description matters are acceptable.

3.7 Gate Seven — UDOT Approvals and Access. Buyer will obtain such UDOT approvals, access rights, and written feedback regarding the City Property as Buyer deems material to its intended use. This Gate is satisfied when Buyer has confirmed in writing that UDOT-related matters are acceptable to Buyer. This Gate may be satisfied or waived at Buyer's sole discretion.

3.8 Gate Eight — Due Diligence. Buyer has a due diligence period of 150 days from the Council approval of the Complete REPC to investigate the City Property. Buyer's due diligence is subject to Section 5 (As-Is Conveyance) below. This Gate is satisfied when Buyer has confirmed in writing that due diligence is complete and acceptable or has waived the due diligence period, or any remaining period of it. If Buyer does not take the action necessary to satisfy this Gate within the due diligence period, or any mutually agreed extension of it, City may terminate the Complete REPC.

3.9 Gate Nine — Definitive Closing Documents. The parties will agree in writing on the form of all closing documents, including deeds, the repurchase option instruments described in Sections 6 and 7 below, and any other instruments necessary to consummate the exchange. This Gate is satisfied when both parties have agreed in writing to the form of all closing documents.

3.10 Closing. Closing must occur within 30 days after satisfaction of all Gates, or such longer period as the parties may agree in writing.

4. No Implied Obligation to Reach Agreement

The parties acknowledge that the Gates require mutual written agreement and that neither party is obligated to agree to any particular term, condition, value, or document at any Gate. Failure to reach mutual written agreement is not a default and does not give rise to any claim, damages, or remedy of any kind. Each party's right to terminate at any Gate is absolute, except where a Gate explicitly contemplates satisfaction or termination only by a specific party, and may be exercised for any reason or no reason.

5. As-Is Conveyance; Environmental; Release

5.1 As-Is, Both Parcels. The City Property and the Vesper exchange property will each be conveyed strictly "as-is, where-is, with all faults," with no representations or warranties of any kind, express or implied, regarding environmental condition, suitability for any particular use, or any other matter, except for the warranty of title contained in the deed. Environmental conditions on either property will not reduce the agreed value of that property, will not be the basis for any valuation adjustment or remediation credit, and will not be the basis for any termination right other than a party's general right to terminate at a Gate.

5.2 Buyer's Acceptance of City Property and Adjacent Conditions. Buyer acknowledges that the City Property is adjacent to the Provo Gun Club, that the Gun Club has historically operated on adjacent City-owned land, and that materials including but not limited to shotgun shells, lead, clay target fragments, and other debris associated with Gun Club operations may have migrated onto the City Property. Buyer accepts the City Property subject to all such historical and existing conditions, including any migration that has occurred prior to closing, and waives any and all claims against the City arising from or related to such conditions, whether known or unknown, including claims under CERCLA, Utah environmental statutes, common law nuisance, trespass, negligence, or any other theory. Buyer further acknowledges that the Gun Club may continue to operate on adjacent City-owned land through and beyond closing, and Buyer waives any nuisance, trespass, or similar claim arising from the Gun Club's lawful operation prior to its closure.

5.3 Reciprocal Release. The City likewise accepts the Vesper exchange property subject to all environmental and physical conditions existing as of closing and waives any claim against Buyer arising from such pre-closing conditions, whether known or unknown.

5.4 Post-Closing Indemnification. Buyer will indemnify, defend, and hold harmless the City from any third-party claim arising from environmental conditions on the City Property after closing, except to the extent caused by the City's post-closing acts or omissions on adjacent City-owned property. The City will indemnify, defend, and hold harmless Buyer from any third-party claim arising from

environmental conditions on the Vesper exchange property after closing, except to the extent caused by Buyer's post-closing acts or omissions.

5.5 Survival. This Section 5 survives closing and any termination of this Addendum.

6. Repurchase Option — Failure to Commence Construction

If Buyer does not commence construction of the Vesper project on the City Property within three years after closing on the City Property, the City has an option to repurchase the City Property as follows:

6.1 Notice and Cure. Before exercising the option, the City must give Buyer written notice. Buyer has 60 days after such notice to commence construction or demonstrate that construction has commenced.

6.2 Commencement of Construction Defined. "Commencement of construction" means Buyer has (a) obtained all permits required to begin material site work on the City Property, (b) commenced material site work, grading, infrastructure installation, utility work, access improvements, or vertical construction on the City Property, and (c) is thereafter pursuing construction continuously and in good faith. Preliminary engineering, design work, permit applications, planning approvals, and similar pre-construction activities do not constitute commencement of construction.

6.3 Exercise and Closing. If the option is triggered and not cured under Section 6.1, the City may exercise the option by written notice within 90 days after expiration of the cure period. Repurchase closing must occur within 30 days after exercise.

6.4 Repurchase Price. The repurchase price will equal the agreed value of the City Property as established at Gate Four, adjusted for any cash equalization, valuation adjustments, or other closing adjustments made in the original exchange, plus documented carrying costs. No amount will be paid for improvements, permits, design work, planning approvals, or other pre-construction costs.

6.5 Termination of Option. This option terminates automatically upon commencement of construction as defined in Section 6.2.

7. Repurchase Option — Failure to Complete Construction

If Buyer commences construction of the Vesper project but fails to complete the project within seven years after closing on the City Property, the City has an option to repurchase the City Property as follows:

7.1 Notice and Cure. Before exercising the option, the City must give Buyer written notice. Buyer has 120 days after such notice to achieve completion or to enter into a written remediation agreement acceptable to the City providing a reasonable schedule for completion.

7.2 Completion of Construction Defined. "Completion of construction" means substantial completion of the Vesper project on the City Property as defined in the Development Agreement.

7.3 Exercise and Closing. If the option is triggered and not cured under Section 7.1, the City may exercise the option by written notice within 90 days after expiration of the cure period. Repurchase closing must occur within 90 days after exercise.

7.4 Repurchase Price. The repurchase price will equal the agreed value of the City Property as established at Gate Four, adjusted for any cash equalization, valuation adjustments, or other closing adjustments made in the original exchange, plus the reasonable cost of usable improvements placed on the City Property by Buyer. "Usable improvements" means improvements that have residual functional or economic value to the City as the City determines in good faith, but does not include work done that does

not have functional value absent the unfinished portions of the project. For avoidance of doubt, completed surface parking, structured parking, infrastructure improvements, etc. do not have functional value if the amphitheater venue they were intended to serve is not completed. Carrying costs, financing costs, design and engineering costs, abandoned or unusable work, demolition costs, and lost-opportunity costs are excluded from the repurchase price.

7.5 Termination of Option. This option terminates automatically upon completion of construction as defined in Section 7.2.

8. Treatment of Repurchase Options With Respect to Financing

The treatment of the repurchase options in Sections 6 and 7 in relation to project financing, lender rights, and possible subordination remains subject to further review and mutual agreement before closing.

9. Recordation of Repurchase Options

The repurchase options in Sections 6 and 7 must be memorialized in a recordable instrument agreed upon at Gate Ten and recorded against the City Property at closing.

10. Assignment

10.1 Assignment to Affiliated Entity. Buyer may assign the REPC and this Addendum to a subsidiary, parent, affiliate, or other entity under common control or common ownership with Buyer or Vesper, upon written notice to the City and subject to the City's prior written consent, which may not be unreasonably withheld, conditioned, or delayed.

10.2 Other Assignment. Any other assignment requires the City's prior written consent, which the City may grant or withhold in its sole and absolute discretion.

10.3 No Release. No assignment relieves Buyer of any obligations accrued before assignment.

11. Remedies and Damages

11.1 Exclusive Remedies. The parties' exclusive remedies under this Addendum and the REPC are (a) termination at any Gate as provided herein, with no liability, and (b) the City's repurchase options under Sections 6 and 7. The default and remedy provisions of the REPC, including Sections 8.3(b)(iii), 16, and any liquidated damages or specific performance remedies, do not apply to this transaction and are superseded by this Addendum.

11.2 No Specific Performance Against City. Buyer may not seek and is not entitled to specific performance against the City under any circumstance. Buyer's sole remedy for any City non-performance is termination.

11.3 No Consequential Damages. Neither party may recover consequential, special, punitive, speculative, or lost-opportunity damages.

11.4 No Brokerage. No broker is involved, and no brokerage commission is owed by either party.

12. REPC Provisions Not Applicable

To the extent any provision of the REPC requires residential disclosures, personal-property disclosures, appliance disclosures, HOA disclosures, lead-based paint disclosures, financing contingencies, appraisal contingencies as ordinarily understood, or other items not applicable to this land exchange between a

municipality and a developer, such provisions do not apply. The earnest money provisions of the REPC do not apply; no earnest money is required or deposited.

13. Post-Closing Project Matters

Post-closing obligations related to the Vesper project, including water tank, transmission line, road, sewer, infrastructure, trail and conservation easements, use restrictions, public-access rights, and other project obligations, are governed by the Development Agreement, Concept Plan, vesting ordinance, or other applicable project approvals adopted by the City. Such obligations are not expanded, modified, or limited by implication under the REPC or this Addendum.

14. Miscellaneous

14.1 Closing Costs. Each party must pay its own closing costs, title policy costs for the property it is acquiring, and survey costs. Escrow fees will be split equally. Each party must pay any rollback taxes or similar charges applicable to the property it conveys.

14.2 Governing Law. This Addendum is governed by Utah law.

14.3 Authority. Each signatory represents authority to sign, subject to Section 2 (Council Approval).

14.4 Exhibits. Exhibit A (City Property Legal Description) is attached, subject to changes made pursuant to Gate One. Exhibit B (Vesper Exchange Property Legal Description) will be attached when finalized at Gate Three.

14.5 Entire Agreement. The REPC, as modified by this Addendum, constitutes the entire agreement of the parties regarding this transaction and supersedes all prior negotiations, proposals, and drafts, including any prior Addendum No. 1.

CITY:

CITY OF PROVO

ATTEST:

By: _____
City Recorder

By: _____
Mayor Marsha Judkins

DEVELOPER:

VESPER PROPERTY COMPANY, LLC, a
Utah limited liability company

By: _____
Name: _____
Title: _____

Exhibit A

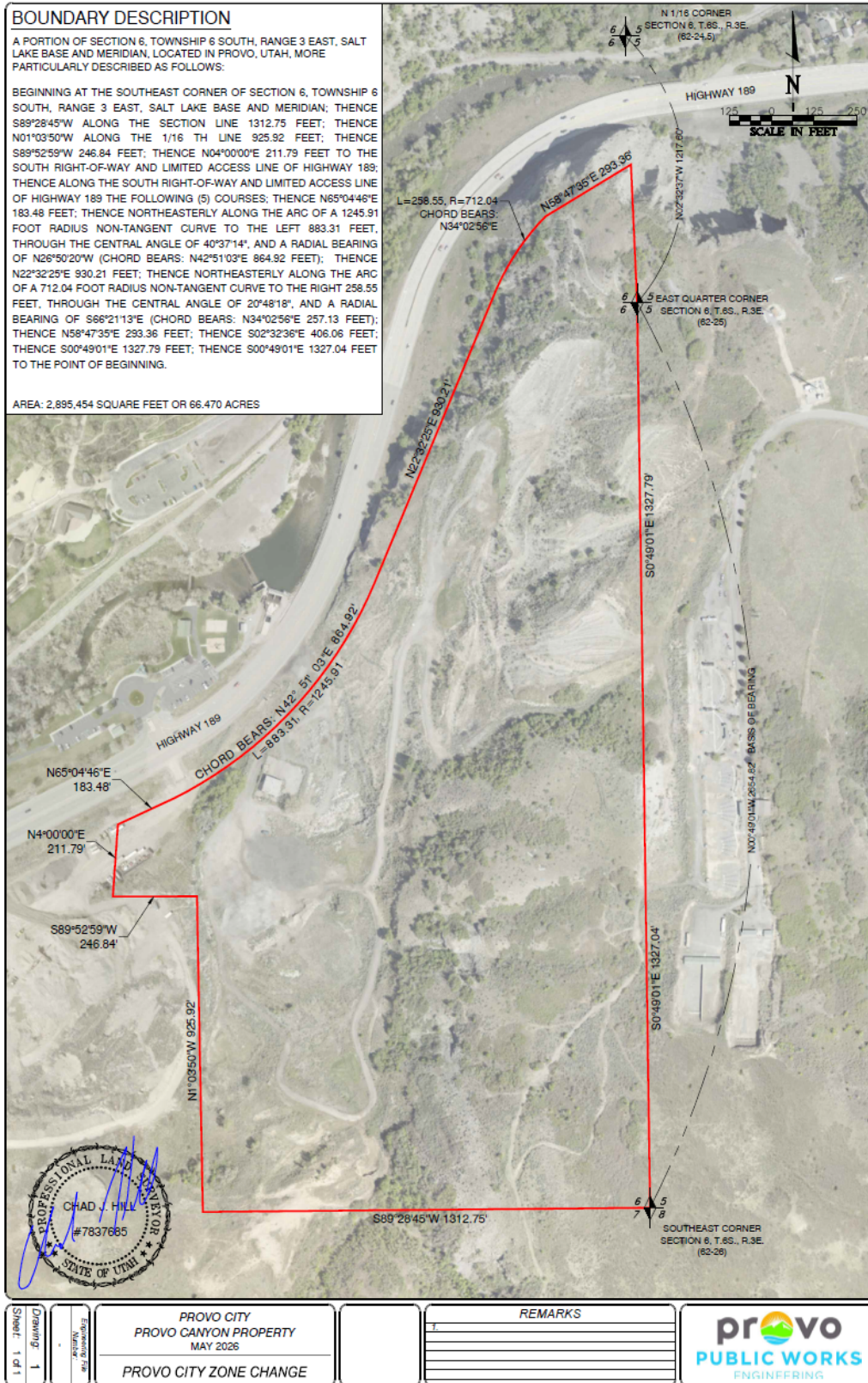


Exhibit B

Vesper Exchange Property Legal Description

Parcel ID: 15:019:0001

Legal Description:

SW 1/4 OF NW 1/4 SEC. 25, T5S, R3E, SLB&M.

**DEVELOPMENT AGREEMENT
FOR
VESPER**

(Provo Canyon Amphitheater Venue)

THIS DEVELOPMENT AGREEMENT FOR VESPER (this “**Agreement**”) is made and entered into as of the _____ day of _____, 2026 (the “**Effective Date**”), by and between the city of PROVO, a Utah municipal corporation, hereinafter referred to as “**City**,” and VESPER PROPERTY COMPANY, LLC, a Utah limited liability company, hereinafter referred to as “**Developer**.” The City and Developer are hereinafter collectively referred to as “**Parties**.”

RECITALS

A. Developer holds the contractual rights to purchase certain land located within the City of Provo more particularly described on Exhibit A, attached hereto and incorporated herein by reference (the “**Property**”) and to develop a portion of that land as discussed below.

B. On _____, 2026, the City Council approved Ordinance _____ (the “**Vesting Ordinance**”), based on the Concept Plan set forth on Exhibit B (the “**Concept Plan**”), attached hereto and incorporated herein by reference. The Concept Plan will govern the density, development, and use of the Property (said density, development, and use constituting the “**Project**”).

C. Developer is willing to design and construct 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 in order to receive the benefit of vesting for certain uses and zoning designations under the terms of this Agreement as more fully set forth below.

D. The City Council accepted Developer’s proffer to enter into this Agreement to memorialize the intent of Developer and City and decreed that the effective date of the Vesting Ordinance be the date of the execution and delivery of this Agreement and the recording thereof as a public record on title of the Property in the office of the Utah County Recorder.

E. The City Council further authorized the Mayor of the City to execute and deliver this Agreement on behalf of the City.

F. The City has the authority to enter into this Agreement pursuant to Utah Code Section 10-20-508 (2026) and relevant municipal ordinances, and desires to enter into this Agreement with the Developer for the purpose of guiding the development of the Property in accordance with the terms and conditions of this Agreement and in accordance with applicable City Ordinances.

G. This Agreement is consistent with, and all preliminary and Concept Plans within the Property are subject to and must conform with, the City’s General Plan, Zoning Ordinances, and Subdivision Ordinances, and any permits issued by the City pursuant to City Ordinances and regulations.

H. The Parties desire to enter into this Agreement to specify the rights and responsibilities of the Developer to develop the Property as expressed in this Agreement and the rights and responsibilities of the City to allow and regulate such development pursuant to the requirements of this Agreement.

I. The Parties understand and intend that this Agreement is a “development agreement” within the meaning of, and entered into pursuant to, the terms of Utah Code Ann., §10-20-508.

J. The Parties intend to be bound by the terms of this Agreement as set forth herein.

AGREEMENT

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

1. Incorporation of Recitals. The foregoing Recitals are hereby incorporated into this Agreement, as a substantive part hereof.

2. Zoning. Approval of any portion of this Agreement that grants exceptions to current City code must follow the same procedures for enacting a land use regulation under Utah Code Ann. § 10-20-502. The terms of this Agreement are enforceable and the rights of Developer to develop the Property in accordance with this Agreement vests only if the Provo City Council, in the independent exercise of its legislative authority, approves a zoning change of the Property, or any portion thereof, to the SC3, Regional Shopping Center Zone, and approves this Agreement. The requested zoning change and this Agreement will be processed and reviewed concurrently by the City. If the City grants such legislative approvals, then the City and Developer will execute this Agreement, and development of the Property will be governed by this Agreement, the approved Concept Plan, and applicable provisions of the City Code.

3. Governing Standards. The Concept Plan, the Vesting Ordinance and this Agreement establish the development rights for the Project, including the permitted use, maximum densities, intensity and general configuration for the Project. The Project must be developed by the Developer in accordance with the Concept Plan, the Vesting Ordinance and this Agreement. All Developer submittals must comply generally with the Concept Plan, the Vesting Ordinance and this Agreement. Non-material variations to the Concept Plan may be approved by the City’s Development Services Director without City Council or Planning Commission approval. For purposes of this provision, “**non-material**” variations include alterations to building footprint locations and pedestrian walkways, adjustments to accommodate engineering specifications, locations of open space and parking, updated architectural designs and features of similar quality, and other such modifications so long as such variations do not materially change the permitted uses or the overall design and development standards of the Project.

4. Permitted Uses.

- a. The Parties agree that pursuant to this Agreement the proposed indoor/outdoor amphitheater venue and related uses on a year-round basis, as shown in the Concept Plan and Vesting Ordinance, are approved uses for this Property.

- b. Notwithstanding additional uses permitted in the SC3 Zone, the land uses for the Property in the SC3 Zone are limited to:
 - i. outdoor, open-air, partially enclosed, and enclosed venue operations for entertainment;
 - ii. public assemblies, filming and production, concerts, conventions, artistic performances, theater, and other similar uses and activities;
 - iii. plaza-based activities, guest-serving commercial and hospitality activities, and customary venue-support functions;
 - iv. a hotel of up to 75 rooms, restaurants, bars, cafes, food and beverage services, dining uses, and ancillary commercial and retail uses compatible with the primary amphitheater use;
 - v. structured and underground parking, surface parking facilities, storage facilities, event-logistics areas, plazas, landscaped open space, and related uses and improvements; and
 - vi. temporary staging, event related tents (may not be used for overnight stays), festival-support and event-serving accessory uses, signage, and guest amenity uses customarily provided with venue, amphitheater, hotel, and food/beverage uses.
- c. For purposes of this Section 4, “**Ancillary Use**” means such use is incidental, subordinate, integrated with, or supportive of the amphitheater venue, hotel, hospitality, guest-service, food and beverage, event, trail, open-space, or destination-venue functions of the Project (the “Principal Uses”). Such uses are only permitted if the primary amphitheater venue has been completed and is in active use. Such uses are only permitted insofar as they are clearly operating in support of the Principal Uses. Ancillary Uses may be constructed concurrently with construction of the amphitheater venue and hotel.
- d. The restrictions on uses in Section 4 survive the termination of this Agreement. Developer must, prior to receiving certificates of occupancy for any structure, record a deed restriction with the Utah County Recorder on the Property that limits use of the Property to those uses listed in this Section, provides notice of such limitation, and acknowledges that the City may enforce violations of the permitted uses through the same criminal and civil penalties with which it enforces violations of the uses permitted in City’s Zoning Ordinances.

5. Height Standards. Structures in the Project may not exceed 3 stories or 50 feet in height, except as provided in this section. The Parties agree that specialized, non-occupied stage-support and roof-related elements, including theatrical rigging, fly-loft, set-operation, and roof/sightline elements may exceed the 50 foot height restriction, but may not exceed a height of 125 feet.

6. Vested Caps.

- a. The amphitheater capacity may include up to 20,000 seats.
- b. Hotel use may include up to 75 hotel rooms.
- c. The Aggregate Square Footage of commercial uses, including retail and operations, may not exceed 150,000 square feet, subject to the definition and exclusions set forth in this Agreement.
 - i. For purposes of this Section, “**Aggregate Square Footage**” means the total gross floor area of merchandise, restaurant, food and beverage, guest-service, event-support, administrative, operations, and other project-serving building areas within the Project that are not otherwise regulated by the separate amphitheater seat cap or hotel room cap set forth in this Agreement.

Aggregate Square Footage does not include the amphitheater or other amphitheater-related facilities; the hotel or hotel-related structures and facilities; parking facilities, including structured parking, underground parking, covered parking, and related parking-management improvements; or outdoor venue and site improvements, including unenclosed site improvements.

The amphitheater seat cap, hotel room cap, parking stall cap, and Aggregate Square Footage cap are separate limitations and may not be interpreted to duplicate or limit one another.

- d. The Project must include an adequate number of parking stalls to serve the Project and to meet City Code requirements, but in no event may the number of parking stalls exceed 8,000 in the aggregate at the Property. Additionally:
 - i. The numbers of parking stalls may not exceed two-fifths of the number of amphitheater seats in the finished amphitheater venue; and
 - ii. No more than 15 acres of the Property may be used for surface parking.

7. Conservation Easement on Undeveloped Property. If the City Council, in its legislative discretion, approves this Agreement and rezones the Property, then the entirety of the Property will be rezoned to the SC3 zone. In connection with the final Project approvals, those portions of the Property that will not be developed for the uses described in Section 4 above (the “**Undeveloped Property**”) will be clearly delineated and will constitute at least 50% of the portion of the Property that was purchased from the City. The City will then have the unilateral right to rezone the Undeveloped Property to the OSPR zone, and Developer hereby consents to the same. Furthermore, as part of the Project, the Developer must do the following:

- a. Improve the Undeveloped Property in accordance with the approved construction plans for the Project, including revegetation and trail improvement and creation; and

- b. Upon completion of the improvements described in Section 7(a), place the Undeveloped Property in a conservation easement that is held by a third party that specializes in the preservation of open space and that prohibits commercial, industrial, or residential development of the Undeveloped Property. The conservation easement must allow the owner/operator of the Project to implement appropriate measures and safety protocols to protect the venue and other improvements that are developed within the acreage rezoned to the SC3 zone. The conservation easement must also allow for the use and maintenance of public trails, as approved by the City.

8. Additional Specific Developer Obligations. As an integral part of the consideration for this Agreement, the Developer voluntarily agrees as follows:

- a. The Project must be designed and constructed in a manner generally consistent with a high-quality canyon-integrated destination environment. Natural materials and natural design elements must be substantially incorporated into the finished Project, including meaningful use of materials such as wood, stone, glass, and other materials of similar quality and character. Buildings, plazas, open spaces, and support areas must be designed to respond to the site's topography, views, and mountain setting. Design expression, architectural treatment, and material allocation may evolve through later design development. No provision of this Section may be interpreted to require any fixed architectural style or to prevent reasonable changes in final design so long as the Project remains generally consistent with the character standards set forth herein.
- b. Project lighting must be designed to be Dark Sky compliant to the extent reasonably possible. Signage and wayfinding must be limited in scale and character and must be designed as a coordinated, canyon-sensitive system generally consistent with the Project and its natural setting. Such signage and wayfinding may include reasonable project identification, directional, parking, pedestrian, trail, safety, and event-operation signage customarily needed to support the approved Project, provided that the final signage program remains visually compatible with the canyon environment and does not materially detract from the surrounding natural setting. Furthermore, all signage is subject to Provo City Code 14.38.010 and 14.38.075, including any future renumbering of those sections.
- c. Maintenance, loading, storage, and back-of-house areas must be screened or otherwise designed so as to reasonably minimize visual impacts from public areas and surrounding viewpoints.
- d. Structured parking and related support improvements must be integrated into the site topography and visually softened through design, grading, landscaping, screening, or a combination thereof.
- e. Developer must comply with all applicable standards and requirements for utility services and coordination, infrastructure layout, and access (ingress and

egress) for vehicles and pedestrians. Pedestrian trails must be designed and installed in a manner designed to protect pedestrian safety and minimize interface with vehicular traffic.

- f. Developer must comply with applicable standards and requirements for sewer connection, culinary and fire-flow service, stormwater planning, and power-service planning. Any City infrastructure, or County infrastructure connected to City infrastructure, damaged or disrupted by construction by Developer of infrastructure required for the Project, must be repaired or replaced to the satisfaction of the City at Developer's cost. For example, any roadways or trails excavated in order to install utilities must be repaired or replaced as indicated in this paragraph.
- g. Developer must use commercially reasonable efforts to incorporate current and evolving sound-attenuation and noise-mitigation technologies into the design and operation of the Project in order to reduce off-site sound and noise impacts to the extent reasonably practicable. Sound-related design, mitigation, and operational measures may be further evaluated and refined through later-stage Project approvals, including site planning, building design, venue design, operations planning, and applicable City review processes. Outdoor events must terminate no later than 11 PM Sunday through Thursday and 12 AM (midnight) Friday through Saturday.
- h. Before commencement of large-scale public amphitheater operations, Developer must submit and obtain all required City and agency approvals for a traffic and parking operations plan for the Project. The plan must address, as applicable, ingress, egress, internal circulation, event parking, ADA parking, employee and vendor parking, rideshare, shuttle operations, bus access, pedestrian circulation, traffic-control staffing, emergency access, public-safety coordination, guest communication, and overflow parking prevention. The traffic and parking operations plan may classify events by expected attendance level and may establish different traffic, parking, public-safety, shuttle, rideshare, staffing, and communication measures for different event categories. Events requiring UDOT approval may not occur unless the applicable traffic management plan has been coordinated with and approved by UDOT.
- i. Unless specifically designated otherwise in the final Project approvals, all roads in the Project are private roads and the owner or operator of the Property is responsible for all maintenance and snow plowing for such roads. If, subject to this paragraph, it is decided that any road in the Project will be public, the owner or operator of the Project is still responsible for snow plowing of that road.

9. City Obligations. As an integral part of the consideration of this Agreement and the success of the Project, the City agrees as follows:

- a. To the extent that the final Project approvals require Developer to construct or install improvements or facilities that benefit or provide services to other

properties (such as a water tank and water service lines that provide water to other property(ies), potential roadway connections to other development(s), or sewer facilities that service other property(ies)), Developer will front the payment of the costs of such improvement but has the right to be reimbursed for the share of such costs that are proportionately allocated to the other property(ies) that benefit from the improvements for a period of ten years after the costs are incurred. The City will cooperate in good faith with Developer to facilitate appropriate reimbursements to Developer through cost-sharing agreements, impact fee credits, or other reimbursement mechanisms consistent with Utah law. After the ten-year period mentioned above, Developer will not be entitled to any more reimbursement or credits.

- b. The City will not require Developer to upsize any future public infrastructure items (i.e., to construct infrastructure improvements to a size larger than required to service the Project) unless financial arrangements reasonably acceptable to Developer are made to compensate Developer for the incremental or additive costs of such upsizing.
- c. The City will cooperate with Developer in preparing, reviewing and implementing event-specific traffic management plans for the Project and its events. The City will make good faith efforts to support traffic management with services from the City's police department; provided, however, that Developer must reimburse the City for the actual costs incurred by the City (without markup) in providing such services, and any standby fire and emergency medical services, to support the Project's events, consistent with the City's standard practice for comparable events and venues. The event-specific traffic management plan will require coordination with, and approval by, UDOT.
- d. To the extent reasonably practicable, so long as no undue financial or administrative burdens are imposed on the City, the City will consider and, where appropriate, support and administer public financing mechanisms to assist in financing the infrastructure and improvements required for the Project, including, without limitation, the following:
 - i. community reinvestment areas, tax increment financing, and other project area revenues, including property tax increment, sales and use tax revenue sharing, and other revenues lawfully available through such project areas;
 - ii. public infrastructure districts and similar district-based financing mechanisms;
 - iii. infrastructure financing districts, dedicated infrastructure districts, assessment areas, assessment bonds, and similar district or assessment-based financing structures;

- iv. reimbursement agreements, reimbursement districts, cost-sharing arrangements, and other lawful repayment or recapture mechanisms for Project-serving improvements;
- v. public-private partnership structures, lease-revenue structures, revenue bonds, or other public financing tools; and
- vi. county tourism funds.

For clarification, each of the above-referenced financing mechanisms will be evaluated by the City on a case-by-case basis, when requested by Developer, according to the improvement and funding needs of the Project; provided, however, that the City has no obligation to implement or approve any of them unless and until the City Council, in the independent exercise of its legislative and policy-making authority, elects to approve one or more of these financing and funding mechanisms for the Project.

Following approval of the Project, the City and Developer will work in good faith to process later-stage implementation items, including civil plans, grading permits, building permits, utility approvals, inspections, and related administrative approvals, in a coordinated and timely manner. The City may not unreasonably withhold, condition, or delay such approvals where the applicable submittal is consistent with this Agreement and applicable law. The parties further acknowledge that later-stage documentation may be required to implement the Project and will cooperate in good faith in the preparation, review, and approval of such documentation.

10. Grading and Site Adaptation. Substantial portions of the Property consist of previously mined and disturbed gravel-pit terrain rather than intact undisturbed hillside. Construction and final site configuration for the Project may therefore require continued refinement of grading, retaining, drainage, revegetation, pad creation, parking layout, utility placement, and related site-adaptation measures. Such refinements and grading activities are permitted within the vested framework established by this Agreement in order to prepare the site for the intended development of the Project. Developer must comply with the City's hillside development ordinances and may not disturb any slope greater than 30% that has not been previously disturbed without first obtaining approval through the applicable City variance process as part of project plan approval before the Planning Commission.

11. Vested Rights and Reserved Legislative Powers.

- a. Vested Rights. As of the Effective Date, subject to the terms and provisions of this Agreement, Developer has the vested right to develop and construct the Project in accordance with the uses, maximum caps, intensities, and general configuration of development established in the Concept Plan, as supplemented by the Vesting Ordinance and this Agreement (and all Exhibits), subject to compliance with the City Ordinances in existence on the Effective Date. The Parties intend that the rights granted to Developer under this Agreement are contractual and also those rights that exist under statute,

common law and at equity. The Parties specifically intend that this Agreement grants to Developer “vested rights” as that term is construed in Utah’s common law and pursuant to Utah Code Ann., §10-20-101 et seq. Moreover, in the event of any conflict between the terms of this Agreement and the general provisions of the City Code, the terms of this Agreement control as provided in Utah Code Ann. § 10-20-508(2)(a)(iii).

- i. Examples of Exceptions to Vested Rights. The Parties understand and agree that the Project will be required to comply with future changes to City Laws that do not limit or interfere with the vested rights granted pursuant to the terms of this Agreement. The following are examples for illustrative purposes of a non-exhaustive list of the type of future laws that may be enacted by the City that would be applicable to the Project:
 1. Developer Agreement. Future laws that Developer agrees in writing to the application thereof to the Project;
 2. Compliance with State and Federal Laws. Future laws that are generally applicable to all properties in the City and that are required to comply with State and Federal laws and regulations affecting the Project;
 3. Safety Code Updates. Future laws that are updates or amendments to existing building, plumbing, mechanical, electrical, dangerous buildings, drainage, or similar construction or safety related codes, such as the International Building Code, the APWA Specifications, AASHTO Standards, the Manual of Uniform Traffic Control Devices or similar standards that are generated by a nationally or statewide recognized construction/safety organization, or by the State or Federal governments and are required to meet legitimate concerns related to public health, safety or welfare; or,
 4. Taxes. Taxes, or modifications thereto, so long as such taxes are lawfully imposed and charged uniformly by the City to all properties, applications, persons and entities similarly situated.
 5. Fees. Changes to the amounts of fees for the processing of Development Applications that are generally applicable to all development within the City (or a portion of the City as specified in the lawfully adopted fee schedule) and that are adopted pursuant to State law.
 6. Impact Fees. Impact Fees or modifications thereto that are lawfully adopted, imposed and collected.

- b. Reserved Legislative Powers. The Developer acknowledges that the City is restricted in its authority to limit its police power by contract and that the limitations, reservations and exceptions set forth herein are intended to reserve to the City all of its police power that cannot be so limited. Notwithstanding the retained power of the City to enact such legislation of the police powers, such legislation may not modify the Developer's vested right as set forth herein unless facts and circumstances are present that meet the exceptions to the vested rights doctrine as set forth in Section 10-20-101 et seq. of the Municipal Land Use, Development, and Management Act, as adopted on the Effective Date, *Western Land Equities, Inc. v. City of Logan*, 617 P.2d 388 (Utah 1980), its progeny, or any other exception to the doctrine of vested rights recognized under state or federal law.

12. Default. An “**Event of Default**” occurs under this Agreement if any party fails to perform a material obligation expressly required hereunder when due and the defaulting party has not performed or cured the delinquent obligations within sixty (60) days following delivery to the delinquent party of written notice of such delinquency describing the alleged default in reasonable detail. Notwithstanding the foregoing, if the default cannot reasonably be cured within that 60-day period, a party is not in default so long as that party commences to cure the default within that 60-day period and diligently continues such cure in good faith until complete.

a. Remedies. Upon the occurrence of an uncured Event of Default, the non-defaulting party has the right to exercise the following rights and remedies against the defaulting party:

1. All rights and remedies available at law and in equity, including injunctive relief, specific performance, and termination, but not including damages or attorney's fees; provided, however, that termination is available only for a material uncured Event of Default that substantially frustrates the essential purpose of this agreement as to the affected portion of the Property or Project.

2. The right to withhold further approvals, licenses, permits or other rights associated with the Project or development activity pertaining to the defaulting party as described in this Agreement until such default has been cured; provided, however, that any such withholding must be reasonably and directly related to the specific obligation that remains in uncured default and may not be used to withhold, delay, or impair unrelated approvals, licenses, permits, inspections, or rights associated with other portions of the Project.

3. The right to draw upon any security posted or provided in connection with the Property or Project by the defaulting party; provided, however, that any such draw is limited to security specifically posted to secure the obligation that remains in uncured default and is limited to the amount reasonably necessary to cure such default.

The rights and remedies set forth herein are cumulative, subject to the limitations expressly set forth in this Section.

13. Notices. Any notices, requests and demands required or desired to be given hereunder must be in writing and must be served personally upon the party for whom intended, or if mailed, by certified mail, return receipt requested, postage prepaid, to such party at its address shown below:

To the Developer: Vesper Property Company
Attn: Spencer Shumway
135 N. 1400 E.
Pleasant Grove, Utah 84062
Phone: (801) 372-5722

To the City: City of Provo
Attention: City Attorney
351 W Center
Provo, UT 84601
Phone: (801) 852-6140

14. General Term and Conditions.

- a. Headings. The headings contained in this Agreement are intended for convenience only and are in no way to be used to construe or limit the text herein.
- b. Property Acquisition Contingency. Notwithstanding any other provision to the contrary in this Agreement, this Agreement does not take effect unless and until Developer (or an entity owned or controlled by Developer) acquires title to the Property within one (1) year after the date of approval of this Agreement by the Provo City Council. This Agreement will not be recorded against the Property with the Utah County Recorder's Office unless and until this acquisition contingency has been satisfied.
- c. Binding Effect. Subject to the other provisions hereof, this Agreement inures to the benefit of, and be binding upon, the parties hereto and their respective heirs, representatives, officers, agents, employees, members, successors and assigns (to the extent that assignment is permitted). Without limiting the generality of the foregoing, a "successor" includes a party that succeeds to the rights and interests of the Developer as evidenced by, among other things, such party's submission of land use applications to the City relating to the Property or the Project. Unless this Agreement is terminated pursuant to the provisions herein, the terms of this Agreement remain in effect in perpetuity.
- d. Non Liability of City Officials and Employees. No officer, representative, consultant, attorney, agent or employee of the City is personally liable to the Developer, or any successor in interest or assignee of the Developer, for any default or breach by the City, or for any amount that may become due to the Developer, or its successors or assignees, or for any obligation arising under the terms of this Agreement. Nothing herein will release any person from personal liability for their own individual acts or omissions.

- e. Third Party Rights. Except for the Developer, the City and other parties that may succeed the Developer on title to any portion of the Property, all of whom are express intended beneficiaries of this Agreement, this Agreement does not create any rights in and/or obligations to any other persons or parties. The Parties acknowledge that this Agreement refers to a private development and that the City has no interest in, responsibility for, or duty to any third parties concerning any improvements to the Property unless the City has accepted the dedication of such improvements
- f. Further Documentation. This Agreement is entered into by the Parties with the recognition and anticipation that subsequent agreements, plans, profiles, engineering and other documentation implementing and carrying out the provisions of this Agreement may be necessary. The Parties agree to negotiate and act in good faith with respect to all such future items.
- g. Relationship of Parties. This Agreement does not create any joint venture, partnership, undertaking, business arrangement or fiduciary relationship between the City and the Developer.
- h. Agreement to Run With the Land. This Agreement must be recorded in the Office of the Utah County Recorder against the Property and is intended to and is deemed to run with the land, and is binding on and benefits all successors in the ownership of any portion of the Property.
- i. Performance. Each party, person and/or entity governed by this Agreement must perform its respective obligations under this Agreement in a manner that will not unreasonably or materially delay, disrupt or inconvenience any other party, person and/or entity governed by this Agreement, the development of any portion of the Property or the issuance of Concept Plans, certificates of occupancy or other approvals associated therewith.
- j. 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.
- k. Construction. This Agreement has been reviewed and revised by legal counsel for both the City and the Developer, and no presumption or rule that ambiguity is construed against the drafting party applies to the interpretation or enforcement of this Agreement.
- l. Consents and Approvals. Except as expressly stated in this Agreement, the consent, approval, permit, license or other authorization of any party under this Agreement must be given in a prompt and timely manner and may not be unreasonably withheld, conditioned or delayed. Any consent, approval, permit, license or other authorization required hereunder from the City must be given or withheld by the City in compliance with this Agreement and the City Ordinances.

- m. Approval and Authority to Execute. Each of the Parties represents and warrants that, as of the Effective Date this Agreement, it/he/she has all requisite power and authority to execute and deliver this Agreement, being fully authorized so to do and that this Agreement constitutes a valid and binding agreement.
- n. Deadlines.
 - i. Developer has a period of up to three years from the date of closing on the purchase of the portion of the Property intended to be purchased from the City to commence construction. Delay in commencement during such three-year period does not constitute a default, abandonment, lapse, forfeiture, or loss of rights under this Agreement, the Vesting Ordinance, or the approved Concept Plan, so long as Developer continues in good faith toward Project implementation. The parties acknowledge that additional time may reasonably be required during such period for financing, regulatory approvals, agency coordination, engineering refinement, utility coordination, third-party approvals, market conditions, business terms, operational planning, and related implementation matters. For purpose of this Section, “commence construction” means that the footings and foundation for the amphitheater venue have been poured and have passed inspection.
 - ii. Developer has a period of up to seven years from the date of closing on the purchase of the portion of the Property intended to be purchased from the City to achieve Substantial Completion. During that period, lack of Substantial Completion does not constitute a default, abandonment, lapse, forfeiture, or loss of rights under this Agreement, the Vesting Ordinance, or the approved Concept Plan, so long as Developer continues in good faith toward Project completion. For purposes of this Agreement, “**Substantial Completion**” means that the principal venue improvements, the venue parking, the hotel, at least 75% of the commercial uses shown on the Concept Plan, and all infrastructure necessary to allow all the above listed uses to operate as intended have been completed and are available for their intended use, notwithstanding minor or immaterial variations from the Concept Plan. The seven-year period may be extended by mutual written agreement of the Parties.
- o. Zoning Reversion. If Developer fails to achieve either of the deadlines described in Subsection 14(n), the City has the right, but not the obligation, in the sole discretion of the City Council, to revert the zoning designation of the Property to the zoning designation in effect immediately prior to the rezoning approved in connection with this Agreement.
- p. Termination.
 - i. Notwithstanding anything in this Agreement to the contrary, it is agreed by the parties hereto that in the event the Concept Plan for the Property has

not been recorded in the Office of the Utah County Recorder within ten (10) years from the date of this Agreement (the “**Term**”), or upon the occurrence of an event of default of this Agreement that is not cured, the City has the right, but not the obligation, at the sole discretion of the City Council, to terminate this Agreement as to the defaulting party (*i.e.*, the Developer). The Term may be extended by mutual agreement of the Parties.

ii. Upon termination of this Agreement for the reasons set forth herein, following the notice and process required hereby, the obligations of the City and the defaulting party to each other hereunder terminate, but none of the licenses, building permits, or certificates of occupancy granted prior to expiration of the Term or termination of this Agreement may be rescinded or limited in any manner.

15. Assignability. The rights and responsibilities of Developer under this Agreement may be assigned in whole or in part by Developer with the consent of the City as provided herein.

- a. Notice. Developer must give Notice to the City of any proposed assignment and provide such information regarding the proposed assignee that the City may reasonably request in making the evaluation permitted under this Section. Such Notice must include providing the City with all necessary contact information for the proposed assignee.
- b. Partial Assignment. If any proposed assignment is for less than all of Developer’s rights and responsibilities, then the assignee must be responsible for the performance of each of the obligations contained in this Agreement to which the assignee succeeds. Upon any such approved partial assignment, Developer is released from any future obligations as to those obligations that are assigned but remains responsible for the performance of any obligations that were not assigned.
- c. Grounds for Denying Assignment. The City may withhold its consent if the City is not reasonably satisfied of the assignee’s reasonable ability to perform the obligations of Developer proposed to be assigned.
- d. Assignee Bound by this Agreement. Any assignee must consent in writing to be bound by the assigned terms and conditions of this Agreement as a condition precedent to the effectiveness of the assignment.

16. Sale or Conveyance. If Developer sells or conveys parcels of land, the lands so sold and conveyed bear the same rights, privileges, intended uses, configurations, and density as applicable to such parcel and be subject to the same limitations and rights of the City as when owned by Developer and as set forth in this Agreement without any required approval, review, or consent by the City except that sale may only occur if this Agreement is assigned to the buyer in accordance with this Agreement.

17. No Waiver. Any party’s failure to enforce any provision of this Agreement does not constitute a waiver of the right to enforce such provision. The provisions may be waived only in writing by the party intended to be benefited by the provisions, and a waiver by a party of a

breach hereunder by the other party may not be construed as a waiver of any succeeding breach of the same or other provisions.

18. Severability. If any portion of this Agreement is held to be unenforceable for any reason, the remaining provisions continue in full force and effect.

19. Force Majeure. Any prevention, delay or stoppage of the performance of any obligation under this Agreement which is due to strikes, labor disputes, inability to obtain labor, materials, equipment or reasonable substitutes therefore; acts of nature; governmental restrictions, regulations or controls; judicial orders; enemy or hostile government actions; wars, civil commotions; fires or other casualties or other causes beyond the reasonable control of the party obligated to perform hereunder excuses performance of the obligation by that party for a period equal to the duration of that prevention, delay or stoppage.

20. Amendment. This Agreement may be amended only in writing signed by the Parties hereto.

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

CITY:

CITY OF PROVO

ATTEST:

By: _____
City Recorder

By: _____
Mayor Marsha Judkins

DEVELOPER:

VESPER PROPERTY COMPANY, LLC, a
Utah limited liability company

By: _____
Name: _____
Title: _____

STATE OF UTAH)
 :ss
COUNTY OF UTAH)

On the ____ day of _____, 2026, personally appeared before me _____, who being by me duly sworn, did say that he is the _____ of _____, a Utah limited liability company, and that the within and foregoing instrument was signed on behalf of said limited liability company with proper authority and duly acknowledged to me that he executed the same.

Notary Public
Residing at:

Exhibit A
Legal Description of the Property



Legal Descriptions

The following legal description is from the Utah County Parcel Map and will be replaced with the boundary legal description being prepared.

Serial Number: 20:013:0001

COM AT THE S 1/4 COR. SEC. 6, T6S, R3E, SLB&M; N 513 FT; ALONG A CURVE TO THE R (CHORD BEARS: N 37 DEG 38' 26" E 121.8 FT, RADIUS = 854.93 FT); N 72 DEG 30' 0" E 480.3 FT; N 22 DEG 18' 0" E 71 FT; N 48 DEG 28' 0" E 85.4 FT; N 63 DEG 17' 0" E 505 FT; S 4 DEG 10' 0" W 1.5 CH; E 4.1 CH; S 14.2 CH; W 20 CH TO THE POB. AREA 24.124 AC.

Serial Number: 20:013:0020

Taxing Description: COM N 0 DEG 39' 53" W 876.78 FT & E 476.82 FT & N 63 DEG 4' 46" E 40 FT FROM THE S 1/4 COR. SEC. 6, T6S, R3E, SLB&M; S 26 DEG 55' 15" E 78.78 FT; ALONG A CURVE TO THE L (CHORD BEARS: S 30 DEG 1' 44" E 17.85 FT, RADIUS = 164.63 FT); N 50 DEG 42' 57" E 15.94 FT; N 22 DEG 17' 59" E .36 FT; N 48 DEG 28' 0" E 85.4

FT; N 63 DEG 17' 0" E 473.7 FT; N 3 DEG 10' 11" E 84.48 FT; S 63 DEG 4' 46" W 615.5 FT TO THE POB. AREA 1.014 AC.

Serial Number: 20:013:0018

COM N 876.72 FT & E 466.65 FT FROM THE S 1/4 COR. SEC. 6, T6S, R3E, SLB&M; S 63 DEG 4' 45" W 40 FT; S 26 DEG 55' 12" E 78.78 FT; ALONG A CURVE TO THE L (CHORD BEARS: S 33 DEG 20' 50" E 54.77 FT, RADIUS = 244.63 FT) ARC LENGTH = 54.89 FEET; N 72 DEG 30' 0" E 25.46 FT; N 23 DEG 44' 2" E 64.3 FT; ALONG A CURVE TO THE R (CHORD BEARS: N 30 DEG 1' 45" W 17.85 FT, RADIUS = 164.63 FT) ARC LENGTH = 17.86 FEET; N 26 DEG 55' 16" W 78.78 FT; S 63 DEG 4' 45" W 40 FT TO THE POB. AREA 0.226 AC.

Serial Number: 20:013:0019

COM N 0 DEG 39' 53" W 876.78 FT & E 476.82 FT & S 63 DEG 4' 46" W 40 FT FROM THE S 1/4 COR. SEC. 6, T6S, R3E, SLB&M; S 63 DEG 4' 46" W 114.31 FT; ALONG A CURVE TO THE L (CHORD BEARS: S 52 DEG 13' 4" W 322.22 FT, RADIUS = 854.93 FT); N 72 DEG 30' 0" E 442.86 FT; ALONG A CURVE TO THE R (CHORD BEARS: N 33 DEG 20' 54" W 54.77 FT, RADIUS = 244.63 FT); N 26 DEG 55' 18" W 78.78 FT TO THE POB. AREA 0.811 AC.

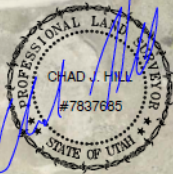
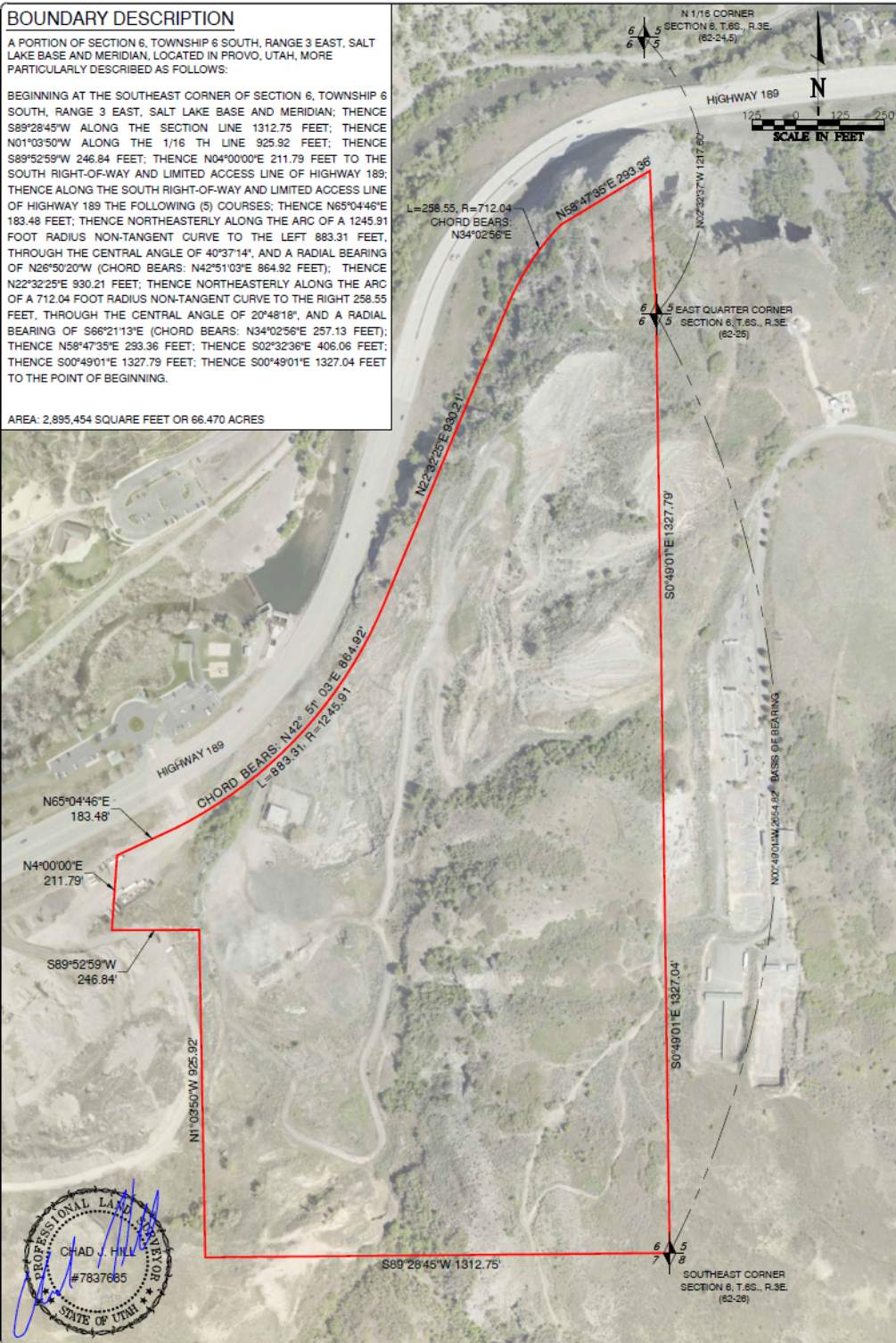
Serial Number: 20:013:0016 and the 34.485-acre parcel is as follows:

BOUNDARY DESCRIPTION

A PORTION OF SECTION 6, TOWNSHIP 6 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN, LOCATED IN PROVO, UTAH, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

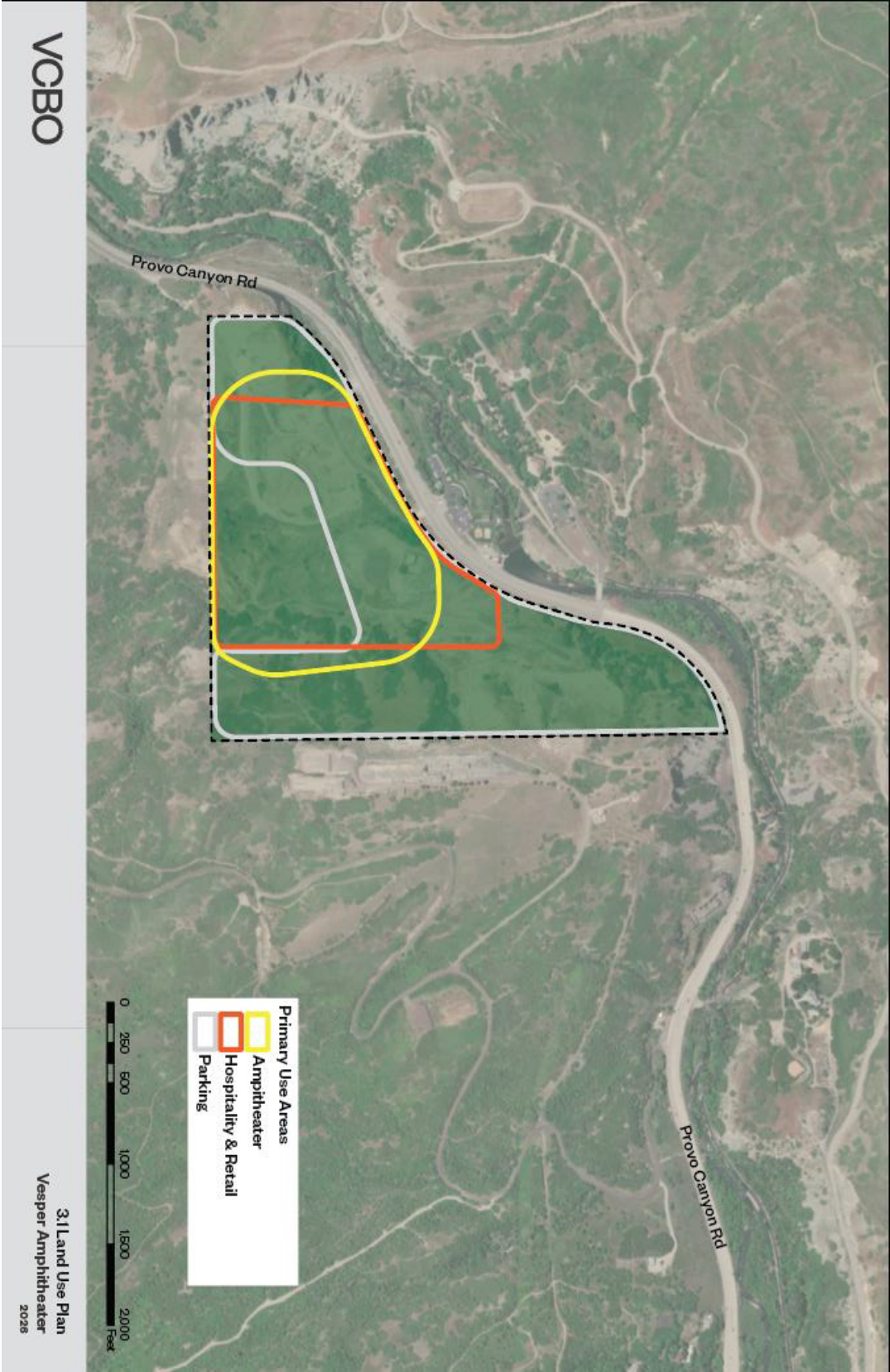
BEGINNING AT THE SOUTHEAST CORNER OF SECTION 6, TOWNSHIP 6 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN; THENCE S89°28'45"W ALONG THE SECTION LINE 1312.75 FEET; THENCE N01°03'50"W ALONG THE 1/16 TH LINE 925.92 FEET; THENCE S89°52'59"W 246.84 FEET; THENCE N04°00'00"E 211.79 FEET TO THE SOUTH RIGHT-OF-WAY AND LIMITED ACCESS LINE OF HIGHWAY 189; THENCE ALONG THE SOUTH RIGHT-OF-WAY AND LIMITED ACCESS LINE OF HIGHWAY 189 THE FOLLOWING (5) COURSES; THENCE N65°04'46"E 183.48 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF A 1245.91 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT 883.31 FEET, THROUGH THE CENTRAL ANGLE OF 40°37'14", AND A RADIAL BEARING OF N26°50'20"W (CHORD BEARS: N42°51'03"E 864.92 FEET); THENCE N22°32'25"E 930.21 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF A 712.04 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT 258.55 FEET, THROUGH THE CENTRAL ANGLE OF 20°48'18", AND A RADIAL BEARING OF S66°21'13"E (CHORD BEARS: N34°02'56"E 257.13 FEET); THENCE N58°47'35"E 293.36 FEET; THENCE S02°32'36"E 406.06 FEET; THENCE S00°49'01"E 1327.79 FEET; THENCE S00°49'01"E 1327.04 FEET TO THE POINT OF BEGINNING.

AREA: 2,895,454 SQUARE FEET OR 66.470 ACRES



Drawing 1 of 1	PROVO CITY PROVO CANYON PROPERTY MAY 2026 PROVO CITY ZONE CHANGE	REMARKS		

Exhibit B
Concept Plan





VCBO

3.1 Concept Site Plan
Vesper Amphitheater
2026



VCBO

Project Sketch (Conceptual Elevations)
Vesper Amphitheater

These exhibits are subject to the application disclaimer and may change.