



CITY COUNCIL AGENDA

Tuesday, September 15, 2026, 5:30 PM
1020 E. Pioneer Rd.
Draper, Utah 84020

5:30 PM STUDY SESSION (ADMINISTRATIVE CONFERENCE ROOM)

CLOSED MEETING, IF NECESSARY - TO BE ANNOUNCED IN MOTION

The Draper City Council may temporarily recess the meeting and convene in a closed meeting as provided by UCA § 52-4-205.

Discussion: Draper Days Recap - David and Kellie

Discussion: Willow Creek Update - Scott

Council/Manager Reports

7:00 PM BUSINESS SESSION

1. Call to Order

2. Pledge of Allegiance

3. Public Comments

To be considerate of everyone attending the meeting, public comments will be restricted to items that are not listed on this or a future agenda and limited to three minutes per person. Comments which cannot be made within these limits should be submitted in writing to the City Recorder prior to noon the day before the meeting. Comments pertaining to an item on the agenda should not be given at this time but should be held until that item is called.

4. Consent Items

4.a Approve the September 1, 2026 City Council Meeting Minutes

4.b Approve Resolution #26-44

A resolution reappointing Alan Taylor as a member of the Draper City Building Board of Appeals. Staff: Kellie Challburg.

5. Items for Council Consideration

5.a Public Hearing: Ordinance #1738

An ordinance approving the Exchange Development Agreement for approximately 2.15 acres of property located at approximately 14068 South 145 East within Draper City. Staff report by Jennifer Jastremsky.

5.b Public Hearing: Resolution #26-46

A resolution amending the adopted budget of Draper City for Fiscal Year 2026-2027. Staff report by John Vuyk.

5.c Action Item: Resolution #26-47

A resolution disposing of surplus personal property in accordance with Draper City municipal code 3-3-150. Staff report by John Vuyk.

6. Adjournment

I, the City Recorder of Draper City, certify that copies of this agenda for the **Draper City Council** meeting to be held **September 15, 2026**, were posted at Draper City Hall, Draper City website www.draperutah.gov, and the Utah Public Notice website at www.utah.gov/pmn.



Nicole Smedley, CMC, City Recorder
Draper City, State of Utah

In compliance with the Americans with Disabilities Act, any individuals needing special accommodations or services during this meeting shall notify Nicole Smedley, City Recorder at (801) 576-6502 or nicole.smedley@draperutah.gov, at least 24 hours prior to the meeting.

MEMO



To: City Council

From:

Date: 2026-09-15

Re: Approve the September 1, 2026 City Council Meeting Minutes

Comments:

ATTACHMENTS:

[2026-09-01 CC DRAFT Meeting Minutes.pdf](#)

MINUTES OF THE DRAPER CITY COUNCIL MEETING HELD ON TUESDAY, SEPTEMBER 1, 2026, IN THE DRAPER CITY COUNCIL CHAMBERS, 1020 EAST PIONEER ROAD, DRAPER, UTAH

PRESENT: Mayor Troy K. Walker, and Councilmembers Kathryn Dahlin, Bryn Heather Johnson, Tasha Lowery, and Fred Lowry

EXCUSED: Councilmember Mike Green

STAFF: Mike Barker, City Manager; Kellie Challburg, Assistant City Manager; Scott Cooley, City Engineer and Public Works Director; Rich Ferguson, Chief of Police; Traci Gundersen, City Attorney; Jennifer Jastremsky, Community Development Director; Rhett Ogden, Parks and Recreation Director; Derek Orth, Human Resource Director; Nicole Smedley, City Recorder; Jake Sorensen, Network Manager; and John Vuyk, Finance Director

Study Session

Closed Meeting

Councilmember Dahlin moved to recess to a closed meeting for strategy sessions to discuss the purchase, exchange, or lease of real property, or to discuss a proposed development agreement, project proposal, or financing proposal related to the development of land owned by the City pursuant to the provisions of Section §52-4-205(1) of the Open and Public Meetings Law. Councilmember T. Lowery seconded the motion.

A roll call vote was taken. The motion passed unanimously.

	Yes	No	Absent
Councilmember Green			Excused
Councilmember Johnson	X		
Councilmember T. Lowery	X		
Councilmember F. Lowry	X		
Councilmember Dahlin	X		

The closed meeting convened in the Administration Conference Room at 6:31 pm. Those present: Mayor Troy K. Walker; Councilmembers Kathryn Dahlin, Bryn Heather Johnson, and Fred Lowry; Mike Barker, City Manager; Kellie Challburg, Assistant City Manager; Traci Gundersen, City Attorney; Jennifer

Jastremsky, Community Development Director; and Nicole Smedley, City Recorder.

Councilmember Dahlin moved to return to open meeting at 6:42 pm. Councilmember T. Lowery seconded the motion.

A roll call vote was taken. The motion passed unanimously.

	Yes	No	Absent
Councilmember Green			Excused
Councilmember Johnson	X		
Councilmember T. Lowery	X		
Councilmember F. Lowry	X		
Councilmember Dahlin	X		

Study Session Reconvened

Council/Manager Reports

- Councilmember Johnson reported on a meeting of the Tree Committee, and said the Committee was grateful to be involved in beautification efforts. She said the Tree Committee welcomed the idea of revisiting the Committee's duties and name. Councilmember T. Lowery suggested involving the Tree Committee in planning gateway areas, including the Smiths project.
- Councilmember T. Lowery reported the Widow Maker plaque was in place, and spoke of the upcoming commemoration.
- In response to a question from Councilmember F. Lowry, City Manager Mike Barker said staff were researching how other cities addressed foster cat situations.
- Councilmember Dahlin invited members of the Council to attend a showing of a documentary in Cottonwood Heights concerning the Great Salt Lake. She suggested Draper City host a showing of the documentary as well to encourage water-wise landscaping.

Business Session

1. Call to Order by Mayor Troy K. Walker
2. Pledge of Allegiance led by John Vuyk
3. Public Comments

Dave Mast, Draper resident, said he had been involved in a lot of development and land donation to the City over 50 years. He said he wanted to do a plat amendment to reduce the Lone Peak Canyon Development from seven lots to three lots, but said he needed help with the Draper Water Department and determining where a future connection would be for a larger lot. Mr. Mast said he was willing to put a note on the plat, but said he did not know where a future connection would be without knowing how a future house would be positioned. He said the remaining four water connections would be surrendered to the City with no charge. Mr. Mast asked the Council or Mayor to help expedite the process.

Reid Gibby, Draper resident, said he appreciated the efforts of the Council and staff. He said he had seen a lot of changes in his life, and spoke of experiences and concerns with the medical system and vaccines.

4. Consent Items

- 4.a Approve the August 12, 2026 and August 18, 2026 City Council Meeting Minutes
- 4.b Approve Resolution #26-40 reappointing Geneva Woodmansee as a member of the Draper City Parks, Trails, and Recreation Committee
- 4.c Approve Resolution #26-41 appointing Laura Fidler as a regular member of the Draper City Planning Commission
- 4.d Approve Resolution #26-42 appointing Drew Martinez as an alternate member of the Draper City Planning Commission
- 4.e Approve Resolution #26-43 authorizing the Mayor to execute a Quit Claim Deed for certain real property located in the Suncrest Development

Councilmember T. Lowery moved to approve the Consent Agenda. Councilmember Johnson seconded the motion.

A roll call vote was taken. The motion passed unanimously.

	Yes	No	Absent
Councilmember Green			Excused
Councilmember Johnson	X		
Councilmember T. Lowery	X		
Councilmember F. Lowry	X		
Councilmember Dahlin	X		

5. Items for Council Consideration

5.a Action Item: Approve Ordinance #1737 amending Title 3, Chapter 4 of the Draper City Municipal Code regarding Government Records Access and Management

City Recorder Nicole Smedley presented proposed amendments to City Code Title 3, Chapter 4 concerning government records access and management. She said the current language was duplicative of State Code, and the amendments would clean up the Code without changing City practices.

Councilmember T. Lowery moved to approve Ordinance #1737. Councilmember Johnson seconded the motion.

A roll call vote was taken. The motion passed unanimously.

	Yes	No	Absent
Councilmember Green			Excused
Councilmember Johnson	X		
Councilmember T. Lowery	X		
Councilmember F. Lowry	X		
Councilmember Dahlin	X		

6. Recess to a Community Reinvestment Agency Meeting

At 7:15 pm, Councilmember Johnson moved to recess to a Community Reinvestment Agency meeting. Councilmember T. Lowery seconded the motion.

A roll call vote was taken. The motion passed unanimously.

	Yes	No	Absent
Councilmember Green			Excused
Councilmember Johnson	X		
Councilmember T. Lowery	X		
Councilmember F. Lowry	X		
Councilmember Dahlin	X		

The Council returned to regular meeting at 7:25 pm.

7. Adjournment

Councilmember Johnson moved to adjourn the meeting. Councilmember Dahlin seconded the motion, which passed by unanimous voice vote.

The meeting adjourned at 7:25pm.

MEMO



To: City Council

From:

Date: 2026-09-15

Re: Approve Resolution #26-44

Comments:

ATTACHMENTS:

[R-26-44, Building Board of Appeals 2 yr appointment, A. Taylor.pdf](#)

RESOLUTION NO. 26-44

A RESOLUTION REAPPOINTING ALAN TAYLOR AS A MEMBER OF THE DRAPER CITY BUILDING BOARD OF APPEALS

WHEREAS, the Draper City Council has adopted Ordinances which provide for the appointment of members to the Building Board of Appeals; and

WHEREAS, members of the Building Board of Appeals are appointed by the Mayor with the advice and consent of the City Council; and

WHEREAS, Alan Taylor currently serves as a member of the Draper City Building Board of Appeals; and

WHEREAS, the Mayor desires to reappoint Alan Taylor to the Building Board of Appeals, and the City Council desires to advise and consent to the reappointment.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF DRAPER CITY, STATE OF UTAH, AS FOLLOWS:

The City Council hereby provides its advice and consent to the Mayor's appointment of Alan Taylor to serve as a member of the Building Board of Appeals.

Section 1. Reappointment. The Draper City Council hereby advises and consents to the Mayor's reappointment of Alan Taylor to the Draper City Building Board of Appeals for a four-year term beginning September 15, 2026, and ending September 30, 2030.

Section 2. Severability. If any section, part, or provision of this Resolution is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other portion of this Resolution, and all sections, parts, and provisions of this Resolution shall be severable.

Section 3. Effective Date. This Resolution shall become effective immediately upon its passage.

[Signature page to follow]

PASSED AND ADOPTED BY THE CITY COUNCIL OF DRAPER CITY, STATE OF UTAH, ON THIS THE 15TH DAY OF SEPTEMBER, 2026.

DRAPER CITY

Mayor Troy K. Walker

ATTEST:

Nicole Smedley, City Recorder

VOTE TAKEN:

Councilmember Dahlin
Councilmember Green
Councilmember Johnson
Councilmember T. Lowery
Councilmember F. Lowry
Mayor Walker

YES	NO	ABSENT
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

MEMO



To: City Council
From: Jennifer Jastremsky, AICP
Date: 2026-09-15
Re: Public Hearing: Ordinance #1738

Comments:

This application is a request for approval of a Development Agreement for approximately 2.15 acres located to the west of Bangerter Parkway, at approximately 14068 South 145 East. The property is currently zoned CR. The applicant is requesting that a Development Agreement be approved to allow for the development of the currently vacant site as an office building. The expected tenant of the building is a Governor's Office of Economic Development (GOED) approved project.

The Planning Commission reviewed the application at their September 10, 2026 meeting and an update on their recommendation will be provided at the Council meeting.

Findings for Approval:

1. The Development Agreement complies with DCMC Section 9-5-200(C) and (D).
2. The proposal allows for a GOED approved economic development project to locate within the City.
3. The DCMC standards modifications approved within the agreement will allow the new development to match the existing office complex in regards to architecture, landscaping, and parking.

Findings for Denial:

1. The modifications allowed within the agreement are not appropriate and any future development should be required to comply with current DCMC standards.

ATTACHMENTS:

[Ordinance 1738.pdf](#)

ATTACHMENTS:

ORDINANCE NO. 1738

AN ORDINANCE APPROVING THE EXCHANGE 14068 SOUTH 145 EAST DEVELOPMENT AGREEMENT FOR APPROXIMATELY 2.15 ACRES OF PROPERTY LOCATED AT APPROXIMATELY 14068 SOUTH 145 EAST WITHIN DRAPER CITY.

WHEREAS, the Land Use and Development Code of the Draper City Municipal Code has been established to provide regulations concerning general developments within the City Boundaries; and

WHEREAS, the City Council hereby determines that it will be in the best interest of the City to allow development of the subject property in accordance with the Development Agreement; and

WHEREAS, the Development Agreement will allow modified development standards that allow for a cohesive design with an existing office complex in regards to architecture, landscaping, and parking; and

WHEREAS, the Development Agreement will allow for a Governor's Office of Economic Development approved project to locate within Draper City; and

WHEREAS, the Development Agreement complies with Draper City Municipal Code Sections 9-5-200(C) and (D); and

WHEREAS, the proposed Development Agreement set forth herein has been reviewed by the Planning Commission and the City Council, and all appropriate public hearings have been held in accordance with Utah law to obtain public input regarding the proposed modifications to development standards; and

WHEREAS, the Planning Commission has reviewed and made a recommendation to the City Council concerning the proposed Development Agreement, and the City Council has found the proposed Development Agreement to be consistent with the City's General Plan.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF DRAPER CITY, STATE OF UTAH:

Section 1. Development Agreement. The City of Draper approves the Development Agreement provided in Exhibit A, otherwise known as the Exchange 14068 South 145 East Development Agreement.

Section 2. Severability Clause. If any part or provision of this Ordinance is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other portion of this Ordinance and all provisions, clauses and words of this Ordinance shall be severable.

Section 3. Correction of Editing Errors. The city attorney is authorized to correct any punctuation, spelling, formatting, clerical, or de minimis errors in Exhibit A prior to submitting the ordinance for publishing.

Section 4. Effective Date. This Ordinance shall become effective immediately upon publication or posting, or 30 days after final passage, whichever is closer to the date of final passage.

PASSED AND ADOPTED BY THE CITY COUNCIL OF DRAPER CITY, STATE OF UTAH, ON THE 15 DAY OF SEPTEMBER, 2026.

DRAPER CITY

Mayor Troy K. Walker

ATTEST:

Nicole Smedley, City Recorder

VOTE TAKEN:

Councilmember Green
Councilmember Johnson
Councilmember T. Lowery
Councilmember F. Lowry
Councilmember Dahlin
Mayor Walker

YES	NO	ABSENT
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

EXHIBIT A

DEVELOPMENT AGREEMENT

MASTER DEVELOPMENT AGREEMENT
FOR
EXCHANGE 14068 S 145 E

September 15, 2026

WHEN RECORDED, RETURN TO:

Nicole Smedley
Draper City Recorder
1020 E Pioneer Rd.
Draper, UT 84020

**MASTER DEVELOPMENT AGREEMENT
FOR
EXCHANGE 14068 S 145 E**

THIS MASTER DEVELOPMENT AGREEMENT is made and entered into as of the 15th day of September, 2026, by and between **Draper City**, a Utah municipality (the “City”), **SRDP TOO L.L.C.**, a Utah limited liability company (the “Master Developer”), and **Exchange Building C, LLC**, a Utah limited liability company, in its limited capacity as Current Owner/Seller.

RECITALS

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

B. Master Developer is under contract with Current Owner/Seller to obtain fee simple title to the Property from the Current Owner/Seller after City approval of this MDA, and City approval and execution of this MDA is a condition precedent to Master Developer’s obligation to close on its acquisition of the Property.

C. Master Developer and the City desire that the Property be developed in a unified and consistent fashion pursuant to the Master Plan.

D. Current Owner/Seller owns the Property as of the date of this MDA and joins in this MDA only to consent to and authorize City approval, execution, recordation, and pre-

closing processing of this MDA, and not as Master Developer or as an obligor for development, construction, dedication, bonding, payment, maintenance, indemnity, default, or other performance obligations except to the extent expressly assumed by Current Owner/Seller in a separate writing. Master Developer and the City desire that the Property be developed in a unified and consistent fashion pursuant to the Master Plan.

E. The Parties acknowledge that development of the Property pursuant to this MDA will result in significant planning and economic benefits to the City and its residents by, among other things increasing property tax and other revenues to the City, and increasing the day-time population with a well-paid employment base. This MDA will allow for the development of Project Mammoth, a Governor's Office of Economic Development (GOED) approved project new to the state of Utah.

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

G. The Parties understand and intend that this MDA is a "development agreement" within the meaning of, and entered into pursuant to the terms of Utah Code Ann. §10-20-101 *et seq.*

H. This MDA conforms with the intent of the City's General Plan and the Zoning.

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 Master Developer hereby agree to the following, and Current Owner/Seller joins solely for the limited purposes expressly set forth herein:

TERMS

1. Incorporation of Recitals and Exhibits/ Definitions.

1.1. **Incorporation.** The foregoing Recitals and Exhibits "A" - "C" are hereby incorporated into this MDA.

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

1.2.1 **Acquisition Closing** means Master Developer's acquisition of fee title to the Property or other development-control rights in the Property sufficient for Master Developer to undertake the development obligations contemplated by this MDA.

1.2.2. **Closing Deadline** means the date that is 150 days after final, non-appealable City approval of this MDA, unless extended by written agreement of the City, Master Developer, and Current Owner/Seller.

1.2.3. **Current Owner/Seller** means Exchange Building C, LLC, a Utah limited liability company, in its capacity as the owner and seller of the Property as of the date of this MDA and as a limited consenting and joining party under this MDA.

1.2.4. **Act** means the Municipal Land Use, Development, and Management Act, Utah Code Ann. § 10-20-101, *et seq.*

- 1.2.5. **Administrator** means the person designated by the City as the Administrator of this MDA.
- 1.2.6. **Applicant** means a person or entity submitting a Development Application.
- 1.2.7. **Buildout** means the completion of all of the development on the entire Project as contemplated in this MDA and Exhibit B.
- 1.2.8. **Building Permit** means the application to review and approve the vertical construction of the Project.
- 1.2.9. **City** means Draper City, a Utah municipality.
- 1.2.10. **City Consultants** means those outside consultants employed by the City in various specialized disciplines such as traffic, hydrology or drainage for reviewing certain aspects of the development of the Project.
- 1.2.11. **City's Future Laws** means the ordinances, policies, standards, and procedures which may be in effect as of a particular time in the future when a Development Application is submitted for a part of the Project and which may or may not be applicable to the Development Application depending upon the provisions of this MDA.
- 1.2.12. **City's Vested Laws** means the ordinances, policies, standards and procedures of the City in effect as of the date of this MDA, a digital copy of which is attached as Exhibit "C".
- 1.2.13. **Council** means the elected City Council of the City.
- 1.2.14. **Default** means a material breach of this MDA as specified herein.

- 1.2.15. **Denied** means a formal denial issued by the final decision-making body of the City for a particular type of Development Application but does not include review comments or “redlines” by City staff.
- 1.2.16. **Development** means the development of a portion of the Property pursuant to and as contemplated in this MDA.
- 1.2.17. **Development Application** means an application to the City for development of a portion of the Project including a Site Plan, or any other permit, certificate or other authorization from the City required for development of the Project.
- 1.2.18. **Master Developer** means SRDP TOO L.L.C., and its assignees or transferees as permitted by this MDA; provided, however, that Master Developer’s development, construction, dedication, bonding, payment, maintenance, indemnity, default, and other performance obligations shall be subject to the split-effectiveness provisions of Section 4.1.
- 1.2.19. **Master Plan** means the conceptual layout for the Project attached hereto as Exhibit “B”.
- 1.2.20. **MDA** means this Master Development Agreement including all of its Exhibits.
- 1.2.21. **Notice** means any notice to or from any Party to this MDA that is either required or permitted to be given to another party.
- 1.2.22. **Outsourcing** means the process of the City contracting with City Consultants or paying overtime to City employees to provide technical support in the

review and approval of the various aspects of a Development Application as is more fully set out in this MDA.

1.2.23. **Party/Parties** means, in the singular, Master Developer or the City; in the plural Master Developer and the City. Current Owner/Seller is a limited consenting and joining party solely for the purposes expressly stated in this MDA and is not a Party for purposes of assuming Master Developer's obligations.

1.2.24. **Planning Commission** means the City's Planning Commission.

1.2.25. **Project** means the total development to be constructed on the Property pursuant to this MDA with the associated public and private facilities, and all of the other aspects approved as part of this MDA.

1.2.26. **Property** means the real property currently owned by Current Owner/Seller and expected to be acquired and developed by Master Developer, more fully described in Exhibit "A".

1.2.27. **Site Plan** shall have the same meaning specified in Section 9-3-040 of the City's Vested Laws.

1.2.28. **Site Plan Application** means the application to review and approve a site plan.

1.2.29. **Subdeveloper** means a person or an entity not "related" (as defined by Section 165 of the Internal Revenue Code) to Master Developer which purchases a Parcel for development.

1.2.30. **Zoning** means the CR (Regional Commercial) for the Property as of the date of adoption of this MDA.

1.2.31. **Zoning Ordinance** means the City's Land Use and Development Ordinance adopted pursuant to the Act that was in effect as of the date of this MDA as a part of the City's Vested Laws.

2. **Development of the Project.**

2.1. **Compliance with the Master Plan and this MDA.** Development of the Project shall be in accordance with the City's Vested Laws, the City's Future Laws (to the extent that these are applicable as otherwise specified in this MDA), the Master Plan, and this MDA.

2.2. **Building Height.** The Project shall be entitled to a building with a height of up to sixty feet (60-feet), with an additional 14 feet of height for potential architectural features as allowed in Section 9-27-120(B). This is a deviation to Section 9-11-110 Table 2 of the Vested Laws which limits building height in the zone to 45-feet.

2.3. **Building Structure.** Exposed site precast tilt-up concrete is an allowable construction type and material finish for the Project. This is an exception of Section 9-22-040(F)(5) which identifies Tilt-Up Concrete as an allowable primary material finish for a CBP zone but does not allow Tilt-Up Concrete as a primary material in the CR zoning classification.

2.4. **Materials.** Factory Painted Corrugated or ribbed metal panels, and EIFS to match the adjacent Wadsworth campus facilities are defined as Primary Materials for

the Project. This is an exception to Section 9-22-040(F) which lists metal and EIFS as allowed secondary materials.

- 2.5. **Façade Articulation.** The architectural design of the Building may incorporate variations in building plane, color, material, fenestration, architectural reveals, entry features, canopies, parapets, and/or other architectural elements sufficient to provide visual articulation and to maintain compatibility with the established architectural character of the existing Campus and adjacent facilities. This is a deviation from Section 9-22-040(C).

- 2.6. **Concurrent Review of Site Plan and Building Permit Applications.** The Parties acknowledge that the Project has a quick review timeframe and the City will allow limited concurrent review of the Site Plan and Building Permit applications in exception to Section 9-5-090 of the vested laws and Draper City Community Development Department policy, while prohibiting the issuance of any Building Permit prior to Site Plan approval. Prior to submitting a Building Permit application under this section, the following items shall occur.

2.6.1. A full and complete Site Plan application has been accepted by the City,

2.6.2. Staff has completed the first round of Site Plan review and issued written review comments, and

2.6.3. The Applicant has submitted a revised Site Plan addressing the first-round staff comments.

- 2.7. **Parking Lot Landscaping.** The existing Exchange at 140th development includes parking lot landscaping which was installed prior to the Vested Laws and does

not comply with the Vested Laws. This MDA approves a deviation to Section 9-23-100 of the Vested Laws in order to create a cohesive office park, by removing the requirement for a landscape island between head-to-head parking rows. Tree diamonds may be used.

- 2.8. **Parking Counts** The existing Exchange at 140th development was designed and approved at 4 parking stalls per thousand square feet of gross building floor area plus or minus 25% prior to the Vested Laws which now have a Natural Adjustment Range of 10%. This MDA approves a deviation to Section 9-25-090(A) of the Vested Laws in order to create a cohesive office park with the same parking ratio requirement of 4 parking stalls per thousand square feet of gross building floor area plus or minus 25%.

- 2.9. **Limitation and No Guarantee.** Master Developer acknowledges that the development of the Project and every other aspect of the Master Plan requires that each Development Application comply with the City's Vested Laws including, without limitation, the City's geologic hazards requirements. The City's entry into this MDA does not guarantee that the Master Developer will be able to construct every aspect of the Project until and unless all the applicable requirements of the City's Vested Laws are complied with.

3. **Vested Rights.**

- 3.1. **Vested Rights Granted by Approval of this MDA.** To the maximum extent permissible under the laws of Utah and the United States and at equity, the Parties intend that this MDA grants Master Developer all rights to develop the

Project in fulfillment of this MDA, the City's Vested Laws, the Zoning and the Master Plan except as specifically provided herein. The Parties specifically intend that this MDA grant to Master Developer "vested rights", as of the Effective Date of this MDA, as that term is construed in Utah's common law and Utah Code Ann. § 10-20-101 *et seq* (2025).

- 3.2. **Exceptions.** Except for the Vested Rights, the restrictions on the applicability of the City's Future Laws to the Project as specified in Section 3.1 are subject to only the following exceptions:

3.2.1. Master Developer Agreement. City's Future Laws that Master Developer agrees in writing to the application thereof to the Project;

3.2.2. State and Federal Compliance. City's Future Laws which are generally applicable to all properties in the City, cannot be legally waived, and which are required to comply with State and Federal laws and regulations affecting the Project;

3.2.3. Codes. Any City's Future Laws that are updates or amendments to existing building, plumbing, mechanical, electrical, dangerous buildings, drainage, fire, 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, and which requirements cannot be

lawfully determined to be legal nonconforming or waived by the City;

3.2.4. 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;

3.2.5. 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 which are adopted pursuant to State law;

3.2.6. Impact Fees. Impact Fees or modifications thereto which are lawfully adopted, and imposed by the City and which meet all requirements of the U. S. Constitution, Utah Constitution, law and applicable statutes, including but not limited to Utah Code Ann. Section 11-36a-101 *et seq.*;

3.2.7. Planning and Zoning Modification. Changes by the City to its planning principles and design standards such as architectural or design requirements, setbacks or similar items so long as such changes do not work to reduce the standards approved in this MDA, are generally applicable across the entire City and do not materially and unreasonably increase the costs of any Development.

3.2.8. Compelling, Countervailing Interest. Laws, rules or regulations that the City's land use authority finds, on the record, are necessary to avoid jeopardizing a compelling, countervailing public interest.

4. Term of Agreement. The "Effective Date" of this MDA shall be September 15, 2026, or

the date upon which the Acquisition Closing occurs, whichever date is later. This MDA shall expire September 15, 2031. If Master Developer has not been declared to be currently in Default as of September 15, 2031 and any such Default is not being cured then this MDA shall be automatically extended until September 15, 2036. This MDA shall also terminate automatically one year after Buildout.

5. **Split Effectiveness; Pre-Closing Effectiveness; Condition Precedent.** City approval and execution of this MDA, the recordation of this MDA, and the vested entitlement protections granted by this MDA shall be effective upon City approval, execution, and, as applicable, recordation of this MDA. Notwithstanding the foregoing, Master Developer's development, construction, dedication, bonding, payment, maintenance, indemnity, default, and other performance obligations under this MDA shall not become enforceable against Master Developer unless and until the Acquisition Closing occurs. City approval of this MDA is a condition precedent to Master Developer's obligation to close on its acquisition of the Property.
6. **Failure to Acquire; Termination by Notice.** If the Acquisition Closing has not occurred on or before the Closing Deadline, then Master Developer or Current Owner/Seller may give written Notice that the Acquisition Closing did not occur by the Closing Deadline, and this MDA shall terminate upon delivery of such Notice, except for the release, cancellation, and notice rights expressly set forth in this Section. Upon such termination, neither Master Developer nor Current Owner/Seller shall have any development, construction, dedication, bonding, payment, maintenance, indemnity, default, or other performance obligations under this MDA, except for obligations

expressly stated to survive termination.

7. **Release and Cancellation of MDA.** Within thirty (30) days after receipt of written Notice from Master Developer or Current Owner/Seller that the Acquisition Closing did not occur by the Closing Deadline, the City Manager or other authorized City official shall execute and cause to be recorded in the office of the Salt Lake County Recorder a release and cancellation of this MDA as to the Property, without any further public hearing, legislative action, discretionary approval, or other City proceeding. If the City fails to timely execute and record such release and cancellation, then Master Developer or Current Owner/Seller may record a notice or affidavit of termination in the office of the Salt Lake County Recorder, and such recorded notice or affidavit shall be conclusive evidence that this MDA has terminated pursuant to Section 4.2.
8. **Processing of Development Applications.** The City shall process Development Applications according to the City's Vested Laws and applicable state law, each as further provided in this MDA.

8.1 Acceptance of Certifications Required for Development Applications. Any Development Application requiring the signature, endorsement, or certification and/or stamping by a person holding a license or professional certification required by the State of Utah in a particular discipline shall be so signed, endorsed, certified or stamped signifying that the contents of the Development Application comply with the applicable regulatory standards of the City. The City should endeavor to make all of its redlines, comments or suggestions at the time

of the first review of the Development Application unless any changes to the Development Application raise new issues that need to be addressed.

- 8.2. **City Denial of a Development Application.** If the City denies a Development Application the City shall provide a written determination advising the Applicant of the reasons for denial including specifying the reasons the City believes that the Development Application is not consistent with this MDA, the Zoning and/or the City's Vested Laws (or, if applicable, the City's Future Laws).
- 8.3. **Meet and Confer regarding Development Application Denials.** The City and Applicant shall meet within twenty-one (21) calendar days of any Denial to try to resolve the issues specified in the Denial of a Development Application.
- 8.4. **City Denials of Development Applications Based on Denials from Non-City Agencies.** If the City's denial of a Development Application is based on the denial of the Development Application by a Non-City Agency, Applicant shall appeal any such denial through the appropriate procedures for such a decision and not through the processes specified below.
 - 8.4.1. **Mediation Process.** If the City and Applicant are unable to resolve a disagreement subject to mediation, the Parties shall attempt within fifteen (15) calendar days to appoint a mutually acceptable mediator with knowledge of the legal issue in dispute. If the City and Applicant are unable to agree on a single acceptable mediator they shall each, within fifteen (15) calendar days, appoint their own representative. These two representatives shall, between them, choose the single mediator. Applicant and the City shall

split the fees of the chosen mediator, each Party paying 50% of the fees. The chosen mediator shall within fifteen (15) calendar days, review the positions of the Parties regarding the mediation issue and promptly attempt to mediate the issue between the Parties. If the Parties are unable to reach agreement, the mediator shall notify the parties in writing of the ordinance that the mediator deems appropriate. The mediator's opinion shall not be binding on the Parties.

8.5. Arbitration of Development Application Objections.

8.5.1. **Arbitration Process.** If the City and Applicant are unable to resolve an issue through mediation, the Parties may then attempt within fifteen (15) calendar days to appoint a mutually acceptable arbitrator with knowledge of the legal issue in dispute. If the Parties are unable to agree on a single acceptable arbitrator each Party shall, within fifteen (15) calendar days, appoint their own individual appropriate expert. These two experts shall, between them, choose the single arbitrator. Applicant and the City shall split the fees of the chosen arbitrator, each Party paying 50% of the fees. The chosen arbitrator shall within fifteen (15) calendar days, review the positions of the Parties regarding the arbitration issue and render a decision. The arbitrator shall ask the prevailing party to draft a proposed order for consideration and objection by the other side. Upon adoption by the arbitrator, and consideration of such objections, the arbitrator's decision shall be final and binding upon both Parties. If the arbitrator determines as a part of the

decision that the City's or Applicant's position was not only incorrect but was also maintained unreasonably and not in good faith then the arbitrator may order the City or Applicant to pay the arbitrator's fees.

9. **Public Infrastructure.**

9.1 **Construction by and Master Developer.** Master Developer shall have the right and the obligation to construct or cause to be constructed and installed all Public Infrastructure reasonably and lawfully required as a condition of approval of the Development Application pursuant to the City's Vested Laws.

9.2. **Bonding.** If and to the extent required by the City's Vested Laws and unless otherwise provided by Utah law, Master Developer shall provide security for any private or Public Infrastructure required by the City in a form acceptable to the City as specified in the City's Vested Laws. Partial releases of any such required security shall be made as work progresses based on the City's Vested Laws.

10. **Upsizing/Reimbursements to Master Developer.**

10.1 "**Upsizing**". The City shall not require Master Developer to "upsized" any future Public Infrastructure (i.e., to construct the infrastructure to a size larger than required to service the Project) unless financial arrangements reasonably acceptable to Master Developer are made to compensate Master Developer for the incremental or additive costs of such upsizing. For example, if an upsizing to a water pipe size increases costs by 10% but adds 50% more capacity, the City shall only be responsible to compensate Master Developer for the 10% cost increase. An acceptable financial arrangement for upsizing of improvements means

reimbursement agreements, payback agreements, and impact fee credits and reimbursements.

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

12. **Default.**

- 12.1 **Notice.** If Master Developer, a Subdeveloper, or the City fails to perform their respective obligations hereunder or to comply with the terms hereof, the Party believing that a Default has occurred shall provide Notice to the other Party; provided, however, that prior to the Acquisition Closing, Master Developer shall not be in Default for failing to perform any development, construction, dedication, bonding, payment, maintenance, indemnity, or other performance obligation that is not yet enforceable against Master Developer under Section 4.1. If the City believes that the Default has been committed by a Subdeveloper then the City shall also provide a courtesy copy of the Notice to Master Developer and to Wadsworth Development Group, LLC, as the manager of the Declarant under the CC&Rs that encumber Lot 102.

- 12.2. **Contents of the Notice of Default.** The Notice of Default shall:

- 12.2.1. **Specific Claim.** Specify the claimed event of Default;

- 12.2.2. **Applicable Provisions.** Identify with particularity the provisions of any

applicable law, rule, regulation or provision of this MDA that is claimed to be in Default;

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

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

12.3. **Meet and Confer, Mediation, Arbitration.** Upon the issuance of a Notice of Default the parties shall meet and confer. If no resolution is found, the parties shall enter into mediation and then arbitration, as needed.

12.4. **Remedies.** If the parties are not able to resolve the Default by meet and confer or by mediation, and if the Default is not subject to arbitration then the parties may have the following remedies, except as specifically limited in section 6.9:

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

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

12.4.3. Future Approvals. The right to withhold all further reviews, approvals, licenses, building permits and/or other permits for development of the Project in the case of a default by Master Developer, or in the case of a default by a Subdeveloper, development of those Parcels owned by the Subdeveloper until the Default has been cured.

12.5. **Public Meeting.** Before any remedy in Section 6.4 may be imposed by the City

the party allegedly in Default shall be afforded the right to attend a public meeting before the City Council and address the City Council regarding the claimed Default.

12.6. **Emergency Defaults.** Anything in this MDA notwithstanding, if the City Council finds on the record that a default materially impairs a compelling, countervailing interest of the City and that any delays in imposing such a default would also impair a compelling, countervailing interest of the City then the City may impose the remedies of Section 6.4 without the requirements of Sections 6.5. The City shall give Notice to Master Developer and/or any applicable Subdeveloper of any public meeting at which an emergency default is to be considered and the Master Developer and/or any applicable Subdeveloper shall be allowed to address the City Council at that meeting regarding the claimed emergency Default.

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

12.8. **Default of Assignee.** A default of any obligations assumed by an assignee shall not be deemed a default of Master Developer.

12.9. **Limitation on Recovery for Default – No Damages.** Anything in this MDA notwithstanding no Party shall be entitled to any claim for any monetary damages as a result of any breach of this MDA and each Party waives any claims thereto. The sole remedy available to Master Developer or any Subdeveloper

shall be that of specific performance.

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

To the Master Developer:

SRDP TOO L.L.C.
c/o Woodbury Corporation
Attn: E. Taylor Woodbury
2733 East Parleys Way, Suite 300
Salt Lake City, Utah 84109
Phone No.: 801-485-7770
E-Mail: twoodbury@woodburycorp.com

With a Copy to:

SRDP TOO L.L.C.
c/o Woodbury Corporation
Attn: Walker Kennedy III
2733 East Parleys Way, Suite 300
Salt Lake City, Utah 84109
Phone No.: 801-485-7770
E-Mail: legalnotices@woodburycorp.com

To Current Owner/Seller:

Exchange Building C, LLC
c/o Wadsworth Development Group
Attn: R. Roman Groesbeck
166 East 14000 South, Suite 210
Draper, Utah 84020
Phone No.: (801) 748-4088
E-mail: roman@wadsdev.com
And

Wadsworth Development Group
Attn: R. Roman Groesbeck
166 East 14000 South, Suite 210
Draper, Utah 84020

Phone No.: (801) 748-4088
E-mail: roman@wadsdev.com

With a copy to:

Robert Walker, Esq.
Kirtan & McConkie
50 E. South Temple St., Suite 400
Salt Lake City, Utah 84111
E-Mail: rwalker@kmclaw.com

To the City:

Draper City
Attn: City Manager
Mike Barker
1020 East Pioneer Road
Draper, UT 84020
mike.barker@draperutah.gov
(801) 576-6500

With a Copy to:

Draper City
Attn: City Attorney
Traci Gundersen
1020 East Pioneer Road
Draper, UT 84020
traci.gundersen@draperutah.gov
(801) 576-6500

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

13.1.1 Hand Delivery. Its actual receipt, if delivered personally, by courier service, or by facsimile provided that a copy of the facsimile Notice is mailed or personally delivered as set forth herein on the same day and the sending party has confirmation of transmission receipt of the Notice. If the copy is not sent on the same day, then notice

shall be deemed effective the date that the mailing or personal delivery occurs.

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

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

14. Headings. The captions used in this MDA are for convenience only and are not intended to be substantive provisions or evidences of intent.
15. No Third-Party Rights/No Joint Venture. This MDA does not create a joint venture relationship, partnership or agency relationship between the City, or Master Developer. Further, the parties do not intend this MDA to create any third-party beneficiary rights. The Parties acknowledge that this MDA refers to a private development and that the City has no interest in, responsibility for or duty to any third parties concerning any improvements to the Property or unless the City has accepted the dedication of such improvements at which time all rights and responsibilities—except for warranty bond requirements under City's Vested Laws and as allowed by state law—for the dedicated public improvement shall be the City's.

16. **Assignability.** The rights and responsibilities of Master Developer under this MDA may be assigned in whole or in part, respectively, by Master Developer with the consent of the City as provided herein, which consent shall not unreasonably be withheld.

16.1 **Sale of Lots.** Master Developer's selling the Parcels to builders, users, or Subdevelopers, shall not be deemed to be an "assignment" subject to the above-referenced approval by the City unless specifically designated as such an assignment by Master Developer.

16.2. **Related Entity.** Master Developer's transfer of all or any part of the Property to any entity "related" to Master Developer (as defined by regulations of the Internal Revenue Service in Section 165), Master Developer's entry into a joint venture for the development of the Project or Master Developer's pledging of part or all of the Project as security for financing shall also not be deemed to be an "assignment" subject to the above-referenced approval by the City unless specifically designated as such an assignment by the Master Developer. Master Developer shall give the City Notice of any event specified in this sub-section within fifteen (15) calendar days after the event has occurred. Such Notice shall include providing the City with all necessary contact information for the newly responsible party.

16.3. **Notice.** Master Developer shall 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 shall include providing the City with all necessary contact information for the proposed assignee.

- 16.4. **Time for Objection.** Unless the City objects in writing within thirty (30) calendar days of notice, the City shall be deemed to have approved of and consented to the assignment.
- 16.5. **Partial Assignment.** If any proposed assignment is for less than all of Master Developer's rights and responsibilities then the assignee shall be responsible for the performance of each of the obligations contained in this MDA to which the assignee succeeds. Upon any such approved partial assignment Master Developer shall not be released from any future obligations as to those obligations which are assigned but shall remain responsible for the performance of any obligations herein.
- 16.6. **Denial.** The City may only withhold its consent if the City is not reasonably satisfied of the assignee's financial ability to perform the obligations assigned by Master Developer, proposed to be assigned, or if there is an existing material breach of a development obligation owed to the City by the assignee or related entity that has not either been cured or in the process of being cured in a manner acceptable to the City. Any refusal of the City to accept an assignment shall result in the parties holding meet and confer meetings. If no resolution is found, the parties shall enter into mediation and then arbitration, as needed.
- 16.7. **Assignees Bound by MDA.** Any assignee shall consent in writing to be bound by the assigned terms and conditions of this MDA as a condition precedent to the

effectiveness of the assignment. That consent shall specifically acknowledge the provisions of Section 2.

17. **Binding Effect.** If Master Developer sells or conveys Parcels of lands to Subdevelopers or related parties, the lands so sold and conveyed shall bear the same rights, privileges, configurations, and number of Residential Dwelling Units as applicable to such Parcel and be subject to the same limitations and rights of the City when owned by or Master Developer and as set forth in this MDA without any required approval, review, or consent by the City except as otherwise provided herein.
18. **No Waiver.** Failure of any Party hereto to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such party to exercise at some future date any such right or any other right it may have.
19. **Severability.** If any provision of this MDA is held by a court of competent jurisdiction to be invalid for any reason, the Parties consider and intend that this MDA shall be deemed amended to the extent necessary to make it consistent with such decision and the balance of this MDA shall remain in full force and affect.
20. **Force Majeure.** Any prevention, delay or stoppage of the performance of any obligation under this Agreement which is due to strikes, labor disputes, inability to obtain labor, materials, equipment or reasonable substitutes therefor; acts of nature, governmental restrictions, regulations or controls, judicial orders, enemy or hostile government actions, wars, civil commotions, fires or other casualties or other causes beyond the reasonable control of the Party obligated to perform hereunder shall excuse performance of the obligation by that Party for a period equal to the duration

of that prevention, delay or stoppage.

21. **Time is of the Essence.** Time is of the essence to this MDA and every right or responsibility shall be performed within the times specified.
22. **Appointment of Representatives.** To further the commitment of the Parties to cooperate in the implementation of this MDA, the City and Master Developer each shall designate and appoint a representative to act as a liaison between the City and its various departments and the Master Developer. The initial representative for the City shall be the City Manager. The initial representative for Master Developer shall be Jason Przybyla. The Parties may change their designated representatives by Notice. The representatives shall be available at all reasonable times to discuss and review the performance of the Parties to this MDA and the development of the Project.
23. **Applicable Law.** This MDA is entered into in Salt Lake County in the State of Utah and shall be construed in accordance with the laws of the State of Utah irrespective of Utah's choice of law rules.
24. **Venue.** Any action to enforce this MDA shall be brought only in the Third District Court for the State of Utah, Salt Lake City Division.
25. **Entire Agreement.** This MDA, and all Exhibits thereto, is the entire agreement between the Parties and may not be amended or modified except either as provided herein or by a subsequent written amendment signed by all Parties.
26. **Mutual Drafting.** Each Party warrants that they have had the opportunity to be represented by competent legal counsel and have participated in negotiating and drafting this MDA; therefore, no provision of this MDA shall be construed for or against any Party based on

which Party drafted any particular portion of this MDA.

27. **Recordation and Running with the Land.** This MDA shall be recorded in the chain of title for the Project. This MDA shall be deemed to run with the land; provided, however, that until the Acquisition Closing occurs, recordation of this MDA is intended to evidence City approval, vested entitlement protections, and Current Owner/Seller's limited consent, joinder, authorization, and acknowledgment, and shall not impose upon Master Developer any development, construction, dedication, bonding, payment, maintenance, indemnity, default, or other performance obligation that is not yet enforceable under Section 4.1. A secure copy of Exhibit "C" shall be filed with the City Recorder and each party shall also have an identical copy.
28. **Authority.** The Parties to this MDA each warrant that they have all of the necessary authority to execute this MDA. Specifically, on behalf of the City, the signature of the City Manager of the City is affixed to this MDA lawfully binding the City pursuant to Ordinance No. 1738 adopted by the City on September 15, 2026. The ordinance approving this MDA authorizes the City Manager or other authorized City official, without further legislative action, to execute and record any release, cancellation, notice, or other instrument required or permitted under Section 4.3. Current Owner/Seller warrants only that it has authority to execute this MDA for the limited purposes expressly stated herein.

Signatures Appear on the Following Pages

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by and through their respective, duly authorized representatives as of the day and year first herein above written. Current Owner/Seller executes this MDA solely in the limited capacity stated herein.

MASTER DEVELOPER

SRDP TOO L.L.C., a Utah limited liability company

By: Woodbury Corporation, a Utah corporation,
Its Manager

By: _____
Its: Vice Chairman
Date: _____

By: _____,
Its: CEO
Date: _____

MASTER DEVELOPER ACKNOWLEDGMENT

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

On the ___ day of September, 2026, personally appeared before me _____, who being by me duly sworn, did say that he/she is the _____ of _____, a Utah _____ and that the foregoing instrument was duly authorized by the company at a lawful meeting held by authority of its operating agreement and signed in behalf of said company.

NOTARY PUBLIC

My Commission Expires: _____

Residing at: _____

CITY
Draper City

By: _____
Its: _____
Date: _____

By: _____,
Its: City Manager
Date: _____

Approved as to form and legality:

Attest:

City Attorney

City Recorder

CITY ACKNOWLEDGMENT

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

On the ___ day of September, 2026 personally appeared before me _____ who being by me duly sworn, did say that he is the City Manager of Draper City, a political subdivision of the State of Utah, and that said instrument was signed in behalf of the City by authority of its City Council and said City Manager acknowledged to me that the City executed the same.

NOTARY PUBLIC

My Commission Expires: _____

Residing at: _____

**CURRENT OWNER/SELLER LIMITED CONSENT, JOINDER, AUTHORIZATION, AND
ACKNOWLEDGMENT**

Exchange Building C, LLC, as Current Owner/Seller, executes this MDA solely to consent to, join in, authorize, and acknowledge City approval, execution, recordation, and pre-closing processing of this MDA and the vested entitlement protections described herein. Current Owner/Seller is not the Master Developer and does not assume, and shall not be liable for, any development, construction, bonding, fee, dedication, indemnity, maintenance, default, or other performance obligation under this MDA unless Current Owner/Seller expressly assumes such obligation in a separate written instrument signed by Current Owner/Seller.

CURRENT OWNER/SELLER:

Exchange Building C, LLC,
a Utah limited liability company

By: Wadsworth & Sons II, LLC,
a Utah limited liability company
Its: Manager

By: _____
Print Name: _____
Its: _____
Date Signed: _____

CURRENT OWNER/SELLER ACKNOWLEDGMENT

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

On the ___ day of September, 2026, personally appeared before me _____, who being by me duly sworn, did say that he/she is the _____ of Wadsworth & Sons II, LLC, the manager of Exchange Building C, LLC, and that the foregoing instrument was signed on behalf of Exchange Building C, LLC, as Current Owner/Seller, for the limited purposes stated therein.

NOTARY PUBLIC
My Commission Expires: _____
Residing at: _____

TABLE OF EXHIBITS

Exhibit "A"	Legal Description of Property
Exhibit "B"	Master Plan
Exhibit "C"	City's Vested Laws

Exhibit "A"
Legal Description of Property

Lot 102 of the Wadsworth Corporate Center Amended Subdivision

Exhibit "B"
Master Plan

Autodesk Docs/28042 Project Mammoth/ARCH_28042 Mammoth_28.rvt
7/17/2026 10:38:01 AM

E

D

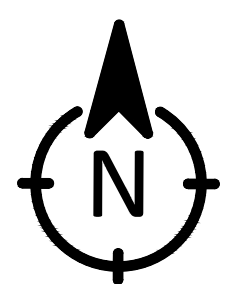
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B

A

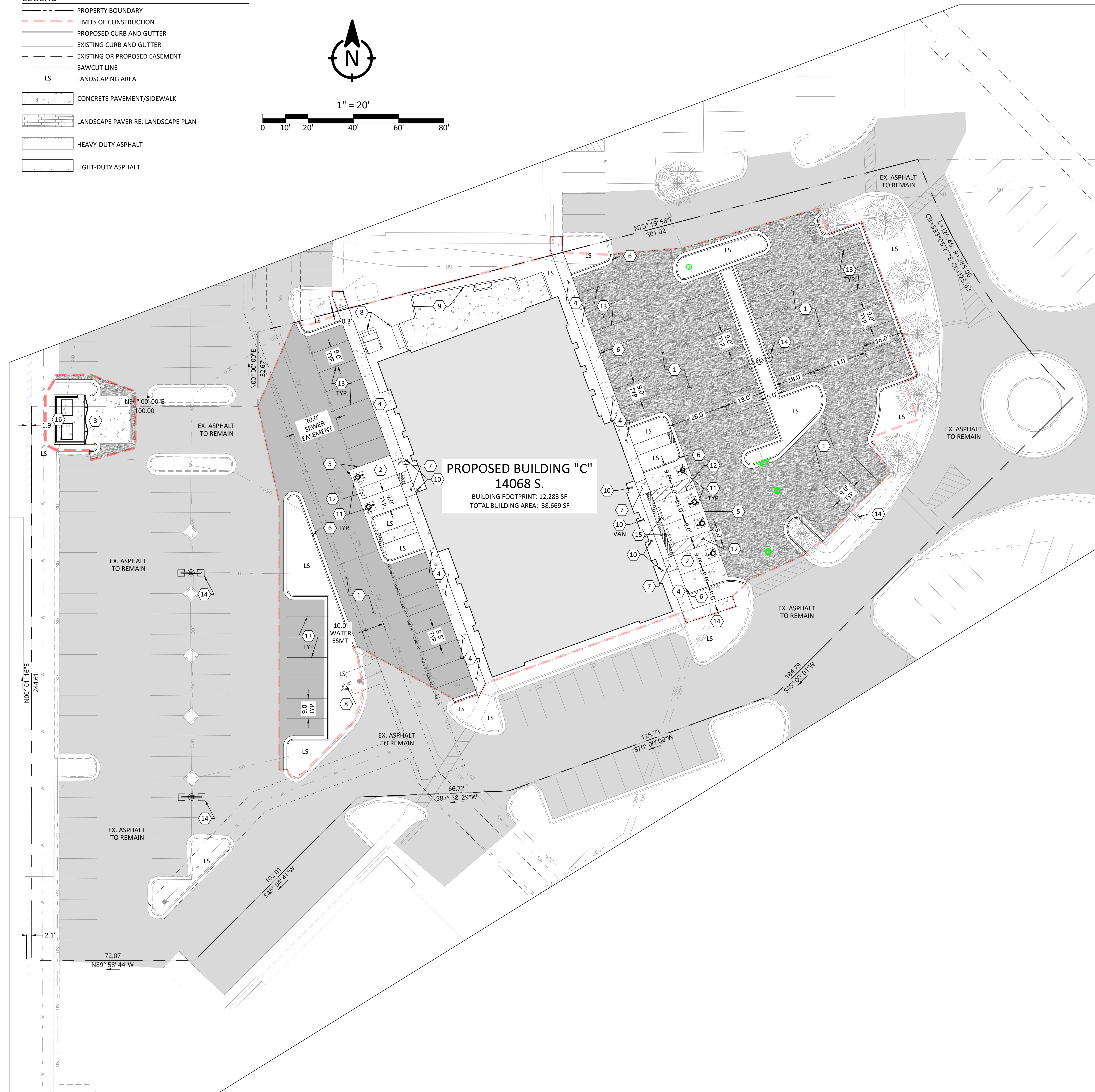
LEGEND

---	PROPERTY BOUNDARY
- - -	LIMITS OF CONSTRUCTION
---	PROPOSED CURB AND GUTTER
---	EXISTING CURB AND GUTTER
- - -	EXISTING OR PROPOSED EASEMENT
- - -	SAWCUT LINE
LS	LANDSCAPING AREA
CONCRETE PAVEMENT/SIDEWALK	
LANDSCAPE PAVEMENT RE: LANDSCAPE PLAN	
HEAVY-DUTY ASPHALT	
LIGHT-DUTY ASPHALT	



1" = 20'

0 10' 20' 40' 60' 80'



KEYED NOTES

- CONSTRUCT HEAVY-DUTY ASPHALT PAVEMENT (MINIMUM). SEE PAVING NOTE (THIS SHEET). RE: SHEET CD501 - DETAILS, DETAIL C.
- CONSTRUCT LIGHT-DUTY CONCRETE PAVEMENT. SEE PAVING NOTE (THIS SHEET). RE: SHEET CD501 - DETAILS, DETAIL C.
- CONSTRUCT DUMPSTER PAD CONCRETE PAVEMENT. SHEET CD501 - DETAILS, DETAIL C.
- CONSTRUCT 4" THICK CONCRETE SIDEWALK. RE: SHEET CD501 - DETAILS, DETAIL D.
- PROVIDE THICKENED EDGE CONCRETE AT ASPHALT INTERFACE; RE: SHEET CD502 - DETAILS, DETAIL A.
- CONSTRUCT CURB. REFER TO CG100 - GRADING PLAN FOR CURB TYPE AND ELEVATIONS.
- CONSTRUCT ON-SITE SIDEWALK CURB RAMP; TYPE AS SHOWN. RE: SHEET CD502 - DETAILS, DETAIL B.
- PROPOSED UTILITY OR SITE MECHANICAL IMPROVEMENT; REFER TO THE UTILITY PLANS, SHEET CU100 - UTILITY PLAN FOR ADDITIONAL INFORMATION.
- PROPOSED LANDSCAPE WALL. REFER TO LANDSCAPE ARCHITECTURE PLANS FOR DETAILS.
- INSTALL ACCESSIBLE PARKING SIGN. INCLUDE "VAN" PLACARD WHERE INDICATED ON PLAN. RE: SHEET CD501 - DETAILS, DETAIL A.
- PAINT ACCESSIBLE PARKING SYMBOL. RE: SHEET CD501 - DETAILS, DETAIL B.
- PAINT 4-INCH WIDE WHITE DIAGONAL STRIPES 2-FEET ON-CENTER WITH 4-INCH WIDE, WHITE BORDER STRIPES AS SHOWN.
- PAINT 4-INCH WIDE, WHITE PARKING LOT STRIPES AS SHOWN.
- INSTALL SITE LIGHTING, INCLUDING BUT NOT LIMITED TO BASE, POLE, FIXTURE, AND CONNECTION HARDWARE. RE: PHOTOMETRIC PLANS.
- INSTALL 6' LONG CONCRETE WHEEL STOPS. ANCHOR USING #4 REBAR 1' LONG INTO CONCRETE. SEE SHEET CD502 - DETAILS, DETAIL C.
- CONSTRUCT TRASH ENCLOSURE. RE: ARCHITECTURAL SHEETS FOR DETAIL.

SITE SUMMARY TABLE - BUILDING C LOT

DESCRIPTION	AREA (SF)	PERCENTAGE
PAVEMENT/CONCRETE	69,006	73.8%
BUILDING FOOTPRINT	12,283	13.1%
LANDSCAPING	12,244	13.1%
TOTAL SITE	93,533 SF (2.148 AC)	100%
TOTAL BUILDING FLOOR AREA	38,669	
PARKING LOT AREA	50,240	
PARKING LOT LANDSCAPE AREA	3,685	7.3%

TOTAL OFFICE CAMPUS SITE SUMMARY TABLE

DESCRIPTION	AREA (SF)	PERCENTAGE
PAVEMENT/CONCRETE	358,284	62.7%
BUILDING FOOTPRINT	80,430	14.1%
LANDSCAPING	132,545	23.2%
TOTAL SITE	571,575 (13.12 AC)	100%

PARKING DATA TABLE - BUILDING C LOT

REQUIRED PARKING STALLS	155
STANDARD STALLS	125
COMPACT STALLS	12
ACCESSIBLE STALLS	6 (1 VAN ACCESSIBLE)
TOTAL STALLS	143

SITE PLAN NOTES

- PLANS ARE BASED ON AN ALTA SURVEY BY HIGHLAND SURVEYING TITLED "14068 S 145 E" DATED 7/29/2026. REFER TO THE ALTA SURVEY FOR BASIS OF BEARINGS AND BENCHMARKS.
- DIMENSIONS SHOWN ON THIS PLAN ARE INTENDED FOR PLAN REVIEW ONLY AND ARE NOT COMPREHENSIVE. IT IS ANTICIPATED THAT THE PROJECT WILL BE STAKED AND CONSTRUCTED BASED ON DIGITAL FILES AND THAT A COMPREHENSIVE HORIZONTAL CONTROL PLAN IS NOT NEEDED. CONTACT ENGINEER IF ADDITIONAL DIMENSIONS ARE NEEDED DURING CONSTRUCTION.
- REFER TO SHEET CD500 - DETAILS FOR ADDITIONAL PROJECT GENERAL NOTES.
- THE CONTRACTOR SHALL REFER TO THE GRADING PLAN FOR CURB TYPES AND ELEVATIONS.
- THE CONTRACTOR SHALL REFER TO THE ARCHITECTURAL PLANS FOR EXACT LOCATIONS AND DIMENSIONS OF EXIT PORCHES, RAMPS, STAIRS, PRECISE BUILDING DIMENSIONS, AND BUILDING ENTRANCES.
- ALL SIGNING AND STRIPING WILL BE IN ACCORDANCE WITH THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) AND LOCAL CODES.
- REFER TO ARCHITECTURAL PLANS FOR BUILDING SIGNAGE LOCATIONS.
- REFER TO ARCHITECTURAL PLANS FOR SITE ELECTRICAL INSTALLATION REQUIREMENTS INCLUDING, BUT NOT LIMITED TO LOCATION, TYPE, SIZE, AND MATERIAL OF WIRING, CONDUIT, TRENCH, AND CONNECTION POINTS FOR SITE LIGHTING, SITE SIGNAGE, AND OTHER SITE IMPROVEMENTS.
- PROVIDE JOINTS AT 30 X THICKNESS OF CONCRETE OR 15 FEET (WHICHEVER IS LESS) MAXIMUM SPACING IN VEHICULAR AREAS UNLESS OTHERWISE INDICATED. JOINTS SHOULD EXTEND THROUGH THE ADJACENT CURB.
- MAXIMUM JOINT SPACING IN PEDESTRIAN AREAS (I.E. SIDEWALKS AND PATIOS) SHALL BE 5' UNLESS OTHERWISE INDICATED. CONTROL JOINTS THEREIN SHALL BE TOOL FINISHED. JOINT SPACING IN PEDESTRIAN AREAS SHALL BE SUBMITTED AND COORDINATED WITH ARCHITECT AND ENGINEER PRIOR TO CONSTRUCTION.
- SEE DETAILS E, F, AND G ON SHEET CD500 - CIVIL DETAILS FOR JOINT CONFIGURATIONS.
- THE CONTRACTOR SHALL SELECT AND USE A BOND BREAKER AT INLETS, MANHOLES, AND SIMILAR SIZE STRUCTURES. SMALLER STRUCTURES SUCH AS VALVE COVERS AND MONUMENT BOXES SHALL NOT REQUIRE A BOND BREAKER UNLESS SPECIFIED OTHERWISE.
- PROVIDE A CONTINUOUS EXPANSION JOINT FOR ANY CONCRETE FLATWORK AGAINST THE BUILDING FOUNDATION. REFERENCE THE ARCHITECTURAL PLANS FOR ADDITIONAL INFORMATION.

CAUTION: NOTICE TO CONTRACTOR

THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION, SIZE, NUMBER, AND/OR ELEVATION OF EXISTING UTILITIES AS SHOWN ON THESE PLANS IS BASED ON MEASUREMENTS TAKEN IN THE FIELD AND RECORDS OF THE VARIOUS UTILITY COMPANIES. THIS INFORMATION IS NOT TO BE RELIED ON TO BE COMPLETE OR EXACT. THE CONTRACTOR MUST CALL THE LOCAL UTILITY LOCATION CENTER AT LEAST 48 HOURS PRIOR TO ANY EXCAVATION TO REQUEST UTILITIES BE LOCATED AND MARKED. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE RELOCATION OF ANY EXISTING UTILITIES WHICH CONFLICT WITH THE PROPOSED IMPROVEMENTS SHOWN ON THIS PLAN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO EXISTING IMPROVEMENTS AND UTILITIES AND SHALL REPAIR ANY DAMAGE AT HIS EXPENSE.

AGENCY APPROVAL



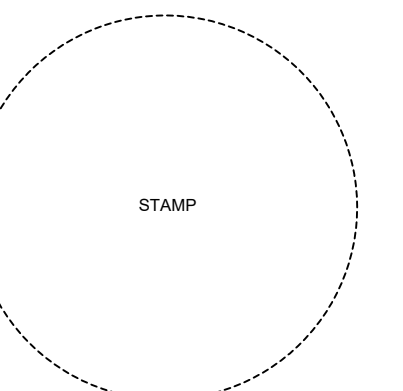
ARCH NEXUS

Architectural NEXUS, Inc.
2505 East Parleys Way
Salt Lake City, Utah 84109
T 801.924.5000
http://www.archnexus.com

Original drawings remain the property of the Architect and as such the Architect retains total ownership and control. The design represented by these drawings is sold to the client for a one time use, unless otherwise agreed upon in writing by the Architect.
© ARCH NEXUS All Rights Reserved



CAPE CIVIL



PROJECT MAMMOTH
DRAPER, UTAH OFFICE
Wadsworth Business Park
Draper, Utah

Date Revision

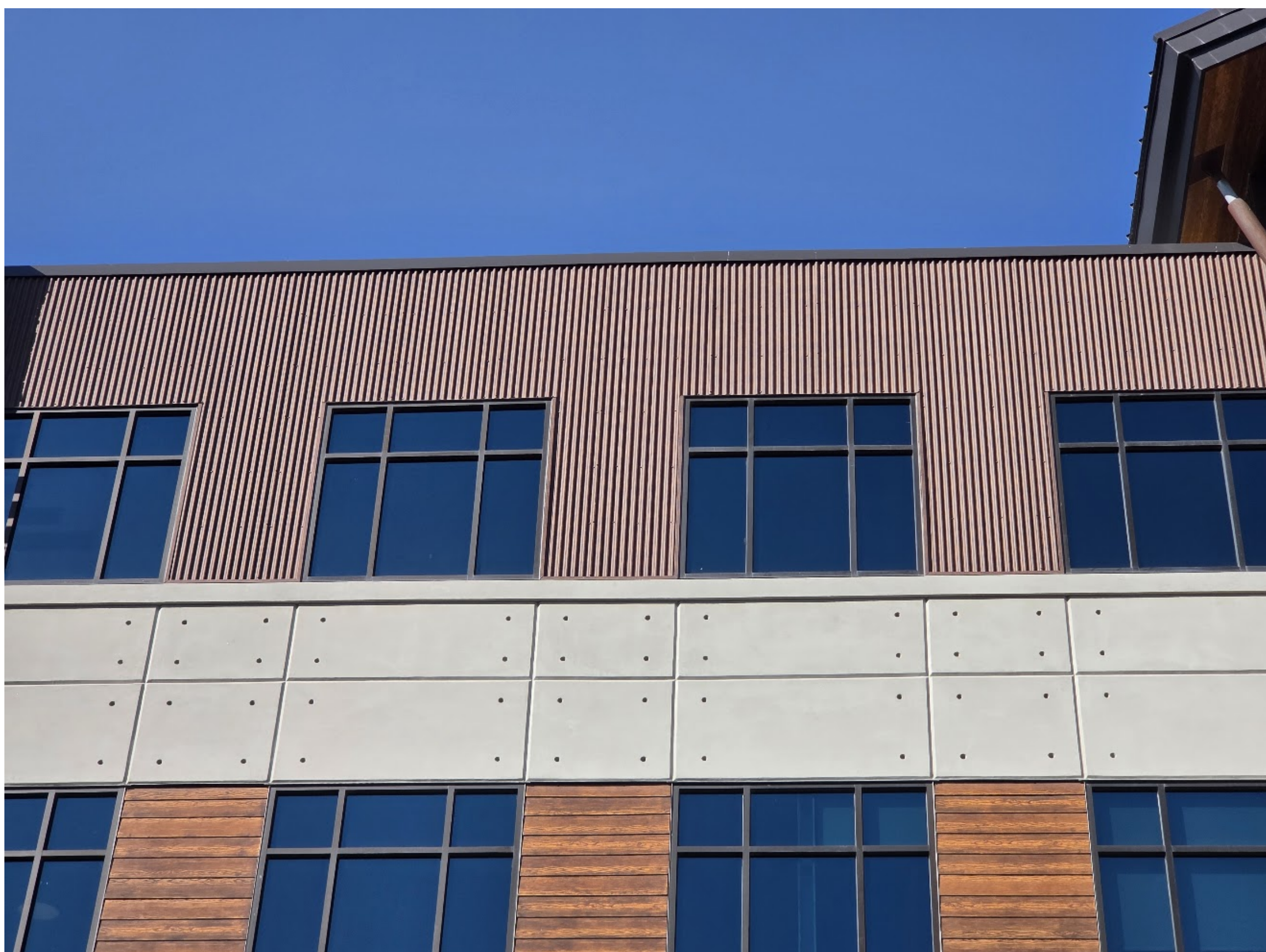
**NOT FOR
CONSTRUCTION**

**30% DESIGN
DOCUMENTS**

NEXUS PROJ. #: 26042
CHECKED BY: CMA
DRAWN BY: CMA
DATE: 2026-08-03

**SITE AND
PAVING PLAN**

CS100

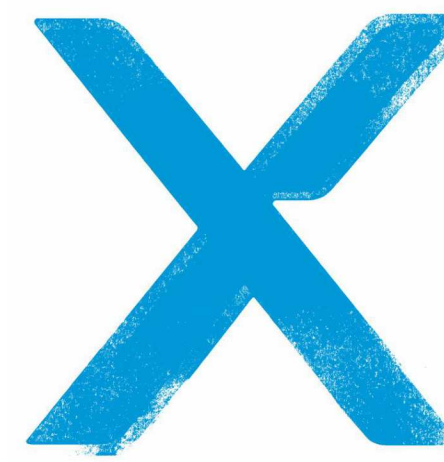


EXISTING BUILDINGS
IN THE DEVELOPMENT



GENERAL NOTES
BUILDING ELEVATIONS
A. COORDINATE GRADING SHOWN ON ELEVATIONS WITH CIVIL DRAWINGS.
B. REFER TO CIVIL DRAWINGS FOR REAL WORLD DATUM REFERENCES.
C. PROVIDE GUTTERS AND DOWN SPOUTS W/ HEAT CABLE, SNOW FENCES, AND SNOW CLIPS - SEE ROOF PLAN.
D. FOR TYPICAL WALL ASSEMBLIES INCLUDING MATERIAL DESIGNATIONS AND DETAILING APPROACH, SEE A350s & G500s SERIES SHEETS.
E. ALL EXPOSED UNFINISHED STEEL TO BE PAINTED UNLESS DIRECTED BY ARCHITECT.
F. DO NOT SCALE DRAWINGS.

KEYNOTES
TAG KEYNOTE TEXT



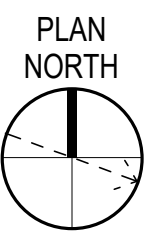
ARCH | NEXUS
Architectural NEXUS, Inc.
2505 East Parleys Way
Salt Lake City, Utah 84109
T 801.924.5000
http://www.archnexus.com

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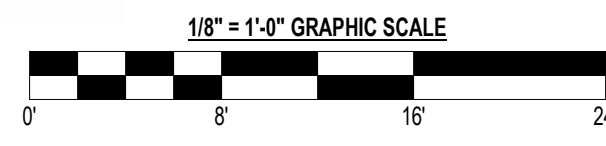
PROJECT MAMMOTH
DRAPER, UTAH OFFICE
Draper, Utah

Date Revision

**NOT FOR
CONSTRUCTION**



GRAPHIC SCALE(S)



AGENCY APPROVAL

**30% DESIGN
DOCUMENTS**

NEXUS PROJ. #: 26042
CHECKED BY: BL
DRAWN BY: JCC
DATE: 07/13/2026

**BUILDING
ELEVATIONS**

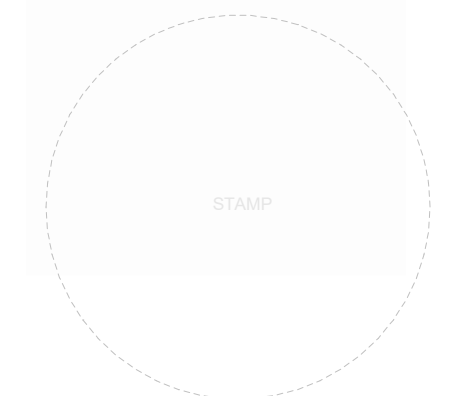
A202



ARCH | NEXUS

Architectural NEXUS, Inc.
2505 East Parleys Way
Salt Lake City, Utah 84109
T 801.924.5000
http://www.archnexus.com

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© ARCH NEXUS All Rights Reserved



PROJECT MAMMOTH
DRAPER, UTAH OFFICE
Draper, Utah

Date Revision

NOT FOR
CONSTRUCTION

30% DESIGN
DOCUMENTS

NEXUS PROJ. #: 26042
CHECKED BY: BL
DRAWN BY: JCC
DATE: 07/13/2026

BUILDING
ELEVATIONS

A201

GENERAL NOTES

BUILDING ELEVATIONS

- COORDINATE GRADING SHOWN ON ELEVATIONS WITH CIVIL DRAWINGS.
- REFER TO CIVIL DRAWINGS FOR REAL WORLD DATUM REFERENCES.
- PROVIDE GUTTERS AND DOWN SPOUTS w/ HEAT CABLE, SNOW FENCES, AND SNOW CLIPS - SEE ROOF PLAN.
- FOR TYPICAL WALL ASSEMBLIES INCLUDING MATERIAL DESIGNATIONS AND DETAILING APPROACH, SEE A350s & G500s SERIES SHEETS.
- ALL EXPOSED UNFINISHED STEEL TO BE PAINTED UNLESS DIRECTED BY ARCHITECT.
- DO NOT SCALE DRAWINGS.

KEYNOTES

TAG	KEYNOTE TEXT
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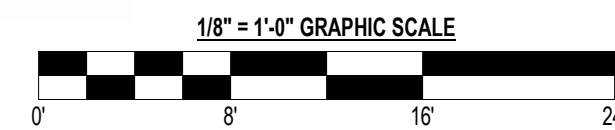


1 WEST BUILDING ELEVATION
A201 1/8" = 1'-0"



2 NORTH BUILDING ELEVATION
A201 1/8" = 1'-0"

GRAPHIC SCALE(S)



AGENCY APPROVAL

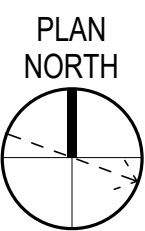


Exhibit "C"

City's Vested Laws

Vested laws on file with the Draper City Records Office.



Development Review Committee

1020 East Pioneer Road

Draper, UT 84020

August 28, 2026

To: Draper City Planning Commission
Business Date: September 10, 2026

From: Development Review Committee

Prepared By: Jennifer Jastremsky, AICP, Community Development Director / Zoning
Administrator
Planning Division
Community Development Department
801-576-6328, jennifer.jastremsky@draperutah.gov

Re: Exchange 14068 South 145 East – Development Agreement Request

Application No.: 2026-0195-DA

Applicant: Jason Przybyla, representing Woodbury Corporation

Project Location: 14068 South 145 East

Current Zoning: CR (Regional Commercial) Zone

Acreage: 2.15 Acres (Approximately 9,365 ft²)

Request: Request for approval of a Development Agreement in the CR
zone regarding modifying standards for building height,
landscaping, parking, and architecture.

BACKGROUND AND SUMMARY

This application is a request for approval of a Development Agreement for approximately 2.15 acres located to the west of Bangerter Parkway, at approximately 14068 South 145 East (Exhibit B & C). The property is currently zoned CR. The applicant is requesting that a Development Agreement be approved to allow for the development of the currently vacant site as an office building. The expected tenant of the building is a Governor's Office of Economic Development (GOED) approved project.

The property is Lot 102 of the Wadsworth Corporate Center Amendment Subdivision Plat and the last vacant lot in the Exchange at 140th development. The property received site plan approval for an office building in 2019, known as the Exchange at 140th Building C Site Plan. That site plan expired without any building being constructed on the property. A portion of the parking lot and drive aisles were installed with previous development of the



overall site.

ANALYSIS

General Plan and Zoning.

Table 1	General Plan and Zoning Designations	Exhibit
Existing Land Use	Regional Commercial	Exhibit D
Current Zoning	CR	Exhibit E
Proposed Use	Office	
Adjacent Zoning		
East	CR	
West	CG (General Commercial)	
North	CR	
South	CR	

The Regional Commercial land use designation is characterized as follows:

Regional Commercial

LAND USE DESCRIPTION	
CHARACTERISTICS	• Include a wide range of commercial uses that combine destination oriented businesses, retail commercial, entertainment and related uses • Include uses that serve both residents and nonresidents of the City • Uniform design standards and aesthetics • Well landscaped street frontages • Limited traffic access points for the site
LAND USE MIX	• Large-scale master-planned commercial centers • Big box centers • Upscale office buildings
COMPATIBLE ZONING	• Regional Commercial (CR)
LOCATION	• Excellent transportation access to major highways • Strategically placed along high-traffic corridors

According to Draper City Municipal Code (DCMC) Section 9-8-020 the purpose of the CR zone is to *"provide areas where a combination of destination oriented business, retail commercial, entertainment, and related uses may be established, maintained and protected to serve both residents and nonresidents of the city. Typical uses in this zone include large scale, master planned commercial centers with outlying commercial pads, big box stores, and offices."*

Development Agreement. The proposed Development Agreement can be found in Exhibit F

of this report. The applicant is requesting six deviations to the DCMC, as outlined below. Specific code standards can be found in Table 2 of the report.

1. Building Height, DCMC Section 9-11-110 Table 2:

The applicant is requesting a building height of 60-feet. The CR zone allows buildings with a maximum height of 45-feet. The overall Exchange at 140th development includes five office buildings. Four of the buildings comply with the CR zoning height standards of 45-feet. One building, Building F, obtained a Conditional Use Permit (CUP) in 2008 to allow a building that is up to 56-feet, 6-inches. Additional building height is no longer allowed with a CUP in the DCMC. The concept building elevations included at the end of Exhibit F shows a building that is 57-feet tall. As this is a concept and the final design is still being worked on, the applicant has requested a height of 60-feet to allow for fine-tuning of the final design.

2. Architectural Materials, DCMC Section 9-22-040(F):

The Development Agreement lists three requested modifications to the allowed building materials. The existing buildings in the Exchange at 140th development pre-date the City's current architectural standards. The requested deviations would allow for a building that matches the existing buildings architecturally. The request is to allow precast tilt-up concrete, EIFS (Exterior Insulation and Finish System), and corrugated or ribbed metal panels as primary materials. The current DCMC lists exposed concrete, including precast tilt-up concrete, and EIFS as secondary materials. It does allow metal as a secondary material, but does not allow corrugated sheet metal.

3. Façade Articulation, DCMC Section 9-22-040(C):

The existing buildings in the Exchange at 140th do not meet the horizontal and vertical variation standards within the DCMC. The applicant is requesting to match the variations used in existing buildings rather than the standards found within DCMC.

4. Parking Lot Landscaping, DCMC Section 9-23-100:

The existing Exchange at 140th was built with tree diamonds in the parking lot, and without any landscape islands between head-to-head parking rows. The applicant is requesting that the proposed development be allowed to have tree diamonds and remove the requirement for landscape islands between head-to-head parking rows.

5. Parking Numbers, DCMC Section 9-25-090(A):

In October 2019 the City Council modified the parking code to reduce the allowed minimum/maximum parking stall range from 25% to 10%. The Exchange at 140th has been built with the previous allowance of 25% +/- the base parking calculation. The applicant is

requesting to be able to develop the project with parking numbers similar to the existing project and have a 25% +/- . The base parking calculation is 4 stalls per 1,000 sq ft of gross building floor area. The applicant has not requested to modify this base parking number.

6. Concurrent Review, DCMC Section 9-5-090:

The DCMC requires site plan approval before any construction can begin. The City does not allow developers to apply for a building permit until after their site plan applications have been approved. The Development Agreement allows for a concurrent review of the site plan and building permit. The agreement would require that the site plan application be submitted, the first round of reviews completed, and that corrected site plan drawings be resubmitted for review before the building permit can be applied for. This is to ensure that the Building Division is reviewing a building design that would most likely be approved. The agreement does not allow a building permit to be issued prior to site plan approval.

Table 2		Requests	
Standard	DCMC Requirements	Proposal	Notes
Building Height	45-feet	60-feet	
Building Materials			
Primary		Tilt-up Concrete, EIFS, Corrugated or ribbed metal panels	
Secondary	Exposed Concrete; EIFS; Metal, excluding corrugated sheet metal		
Façade Articulation	Horizontal and Vertical variations at least every 30-feet or along a minimum 60% of the horizontal length of buildings over 100-feet in length	Variations compatible with the established architectural character of the development	
Parking Lot Landscaping	7%	7%	
Islands	Tree diamonds prohibited	Allows tree diamonds	
	Island required between head-to-head parking rows	Eliminates islands between head-to-head parking rows.	
Parking Required (Min/Max)	4 stalls per 1,000 gross sq ft floor area	4 stalls per 1,000 gross sq ft floor area	Concept shows a 38,669 sq ft

			building. Base parking required is 154.6 stalls
Min/Max Range	+/- 10%	+/- 25%	10% +/- equals parking range of 139.1-170.0 stalls. 25% +/- equals parking range of 115.9-193.2 stalls.
Concurrent Review	Requires site plan approval prior to building permit application	Allows application and review of building permit before site plan approval.	

Criteria For Approval.

DCMC does not contain criteria for review and potential approval of a Development Agreement. It does, however; contain a list of items that are required as part of an Agreement and limitations to a Development Agreement, as found in DCMC Section 9-5-200(C) and (D). This section depicts the required materials for such requests as:

- C. *Procedure: All development agreements, upon proper execution, shall be recorded with the respective County Recorder's Office, shall run with the land, and shall be binding on all successors in the ownership of the affected property. A development agreement shall contain, at a minimum, the following:*
1. *A legal description of the land subject to the development agreement.*
 2. *The restrictions or conditions to be attached to the property including development standards and the provision of public facilities.*
 3. *The configuration of the project as shown on a project master plan.*
 4. *A statement of the benefits and value the development agreement will have for the City as a whole, including, but not limited to, assurances of design standards, dedication and improvement of open space, parks, trails, amenities, or infrastructure such as public rights-of-way or utilities.*
 5. *The time frames for performance by the parties.*
 6. *A description of the various City approvals required before the commencement of construction and other procedures that will be required after approval of the development agreement.*
 7. *Provisions for enforcement of the terms and conditions of the development agreement.*

8. *Provisions for making amendments to the development agreement.*
9. *The time limitation of the agreement.*
10. *Such other terms as may be proposed and agreed to between the City and developer or subdivider.*

D. Limitations:

1. *A development agreement under this section may not:*
 - a. *Limit the City's authority in the future to:*
 - i. *Enact a land use regulation; or*
 - ii. *Take any action allowed under Utah Code Annotated Section 10-8-84, as amended;*
 - b. *Require the City to change the zoning designation of an area of land within the City in the future; or*
 - c. *Contain a term that conflicts with, or is different from, a standard set forth in an existing land use regulation that governs the area subject to the development agreement, unless the city council approves the development agreement in accordance with the same procedures for enacting a land use regulation under Utah Code Annotated Section 10-9a-502, including a review and recommendation from the planning commission and a public hearing.*
2. *The City may not require a development agreement as the only option for developing land within the City.*
3. *To the extent that a development agreement does not specifically address a matter or concern related to land use or development, the matter or concern is governed by:*
 - a. *Utah Code Annotated 10-9a-530, as amended; and*
 - b. *Applicable land use regulations of this Title.*

REVIEWS

Planning Division Review. The Draper City Planning Division has completed their review of the Development Agreement submission. Comments from this division, if any, can be found in Exhibit A.

Engineering and Public Works Divisions Review. The Draper City Engineering and Public Works Divisions have completed their reviews of the Development Agreement submission. Comments from these divisions, if any, can be found in Exhibit A.

Building Division Review. The Draper City Building Division has completed their review of the Development Agreement submission. Comments from this division, if any, can be found in Exhibit A.

Fire Division Review. The Draper City Fire Marshal has completed his review of the

Development Agreement submission. Comments from this division, if any, can be found in Exhibit A.

Legal Division Review. The Draper City Attorney has completed his review of the Development Agreement submission. Comments from this division, if any, can be found in Exhibit A.

Noticing. Notice has been properly issued in the manner outlined in the City and State Codes.

STAFF RECOMMENDATION

After reviewing the application, staff recommends that the Planning Commission forward a positive recommendation to the City Council for approval of the proposed Development Agreement. The Planning Commission should also review the request, hear from the applicant, and receive public comment as applicable to the application. The staff recommendation is based upon the following:

1. The Development Agreement complies with DCMC Section 9-5-200(C) and (D).
2. The proposal allows for a GOED approved economic development project to locate within the City.
3. The DCMC standards modifications approved within the agreement will allow the new development to match the existing office complex in regards to architecture, landscaping, and parking.

MODEL MOTIONS

Sample Motion for Approval – I move that we forward a positive recommendation to the City Council for the Development Agreement, as requested by Jason Przybyla, representing Woodbury Corporation for Exchange 14068 South 145 East Development Agreement, application 2026-0195-DA, based on the findings listed in the Staff Report dated August 28, 2026.

Findings for Approval:

1. The Development Agreement complies with DCMC Section 9-5-200(C) and (D).
2. The proposal allows for a GOED approved economic development project to locate within the City.
3. The DCMC standards modifications approved within the agreement will allow the new development to match the existing office complex in regards to architecture, landscaping, and parking.

Sample Motion for Modified Approval– I move that we forward a positive recommendation to the City Council for the Development Agreement, as requested by Jason Przybyla, representing Woodbury Corporation for Exchange 14068 South 145 East Development Agreement, application 2026-0195-DA, based on the findings listed in the Staff Report dated August 28, 2026 with the following additional or modified findings or conditions below:

1. (List any additional or modified findings or conditions...)

Sample Motion for Denial – I move that we forward a negative recommendation to the City Council for the Development Agreement, as requested by Jason Przybyla, representing Woodbury Corporation for Exchange 14068 South 145 East Development Agreement, application 2026-0195-DA, based on the findings for denial listed in the Staff Report dated August 28, 2026.

Findings for Denial:

1. The modifications allowed within the agreement are not appropriate and any future development should be required to comply with current DCMC standards.

DEVELOPMENT REVIEW COMMITTEE ACKNOWLEDGEMENT

We, the undersigned, as duly appointed members of the Draper City Development Review Committee, do acknowledge that the application which provides the subject for this staff report has been reviewed by the Committee and has been found to be appropriate for review by the Draper City Planning Commission and/or City Council.

Brien Maxfield

Digitally signed by Brien Maxfield
DN: C=US,
E=brien.maxfield@draperutah.gov,
O=Draper, OU=Public Works -
Engineering, CN=Brien Maxfield
Date: 2026.09.01 13:51:06-06'00'

Draper City Public Works Department

Todd Draper

Digitally signed by Todd Draper
DN: C=US,
E=todd.draper@draperutah.gov,
O=Draper City Community
Development Department,
OU=Planning and Zoning,
CN=Todd Draper
Date: 2026.09.01 11:55:32-06'00'

Draper City Planning Division

Don Buckley

Digitally signed by Don Buckley
DN: C=US, E=don.buckley@draper.ut.us,
O=Draper City Fire Department, OU=Fire
Marshal, CN=Don Buckley
Date: 2026.09.02 16:58:14-06'00'

Draper City Fire Department

Draper City Legal Counsel

Matthew Symes

Digitally signed by Matthew Symes
DN: C=US,
E=matt.symes@draperutah.gov,
O=Draper City Corp., CN=Matthew
Symes
Date: 2026.09.02 12:10:59-06'00'

Draper City Building Division

EXHIBIT A DEPARTMENT REVIEWS

REVIEWS ARE NOT MEANT TO BE AN ALL INCLUSIVE LIST OF POSSIBLE COMMENTS OR CONDITIONS.

Planning Division Review.

1. No additional comments provided

Engineering and Public Works Divisions Review.

1. No additional comments provided

Building Division Review.

1. No additional comments provided

Fire Division Review.

1. No additional comments provided

Legal Division Review.

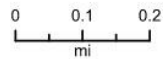
1. No additional comments provided

EXHIBIT B VICINITY MAP



Exchange 14068 South 145 East Development

Vicinity Map



N



Date Printed: 8/27/2026

EXHIBIT C
AERIAL MAP



Date Printed: 8/27/2026

Exchange 14068 South 145 East DA
Aerial Map

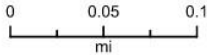
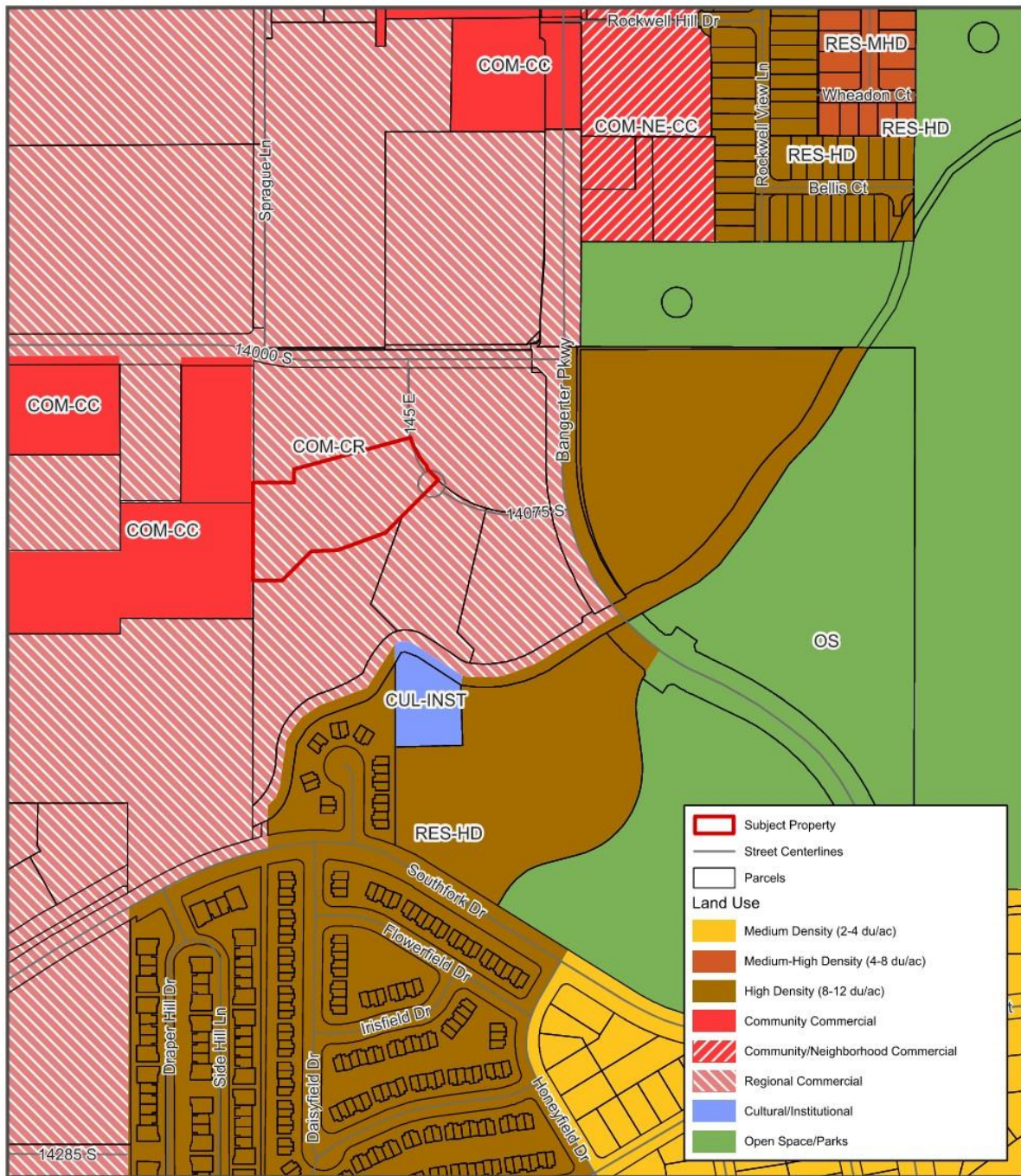


EXHIBIT D LAND USE MAP



Date Printed: 8/27/2026

Exchange 14068 South 145 East DA

Land Use Map

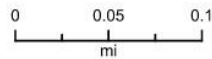
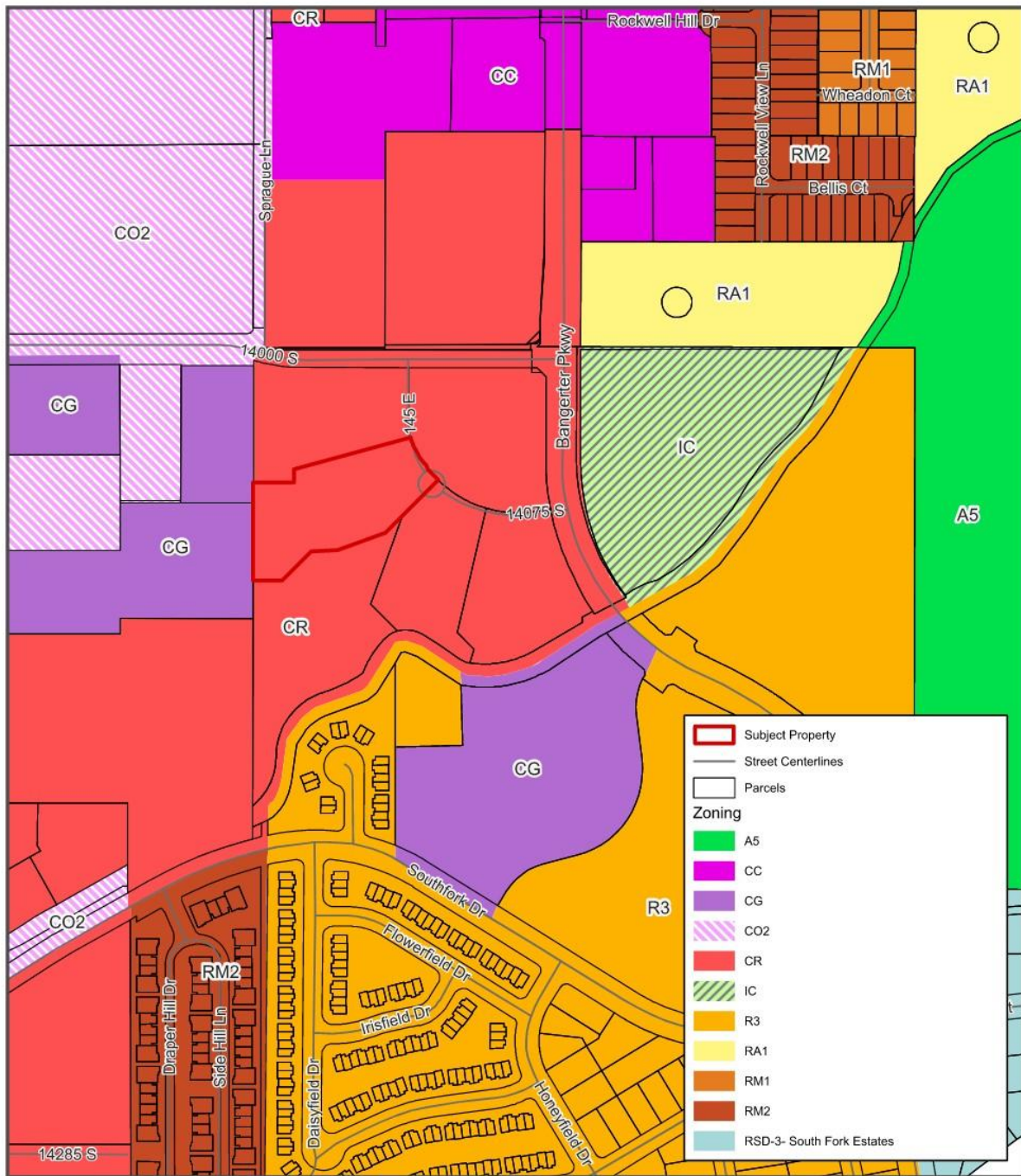


EXHIBIT E ZONING MAP



Date Printed: 8/27/2026

Exchange 14068 South 145 East DA

Zoning Map

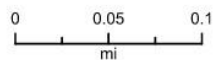


EXHIBIT F
DEVELOPMENT AGREEMENT

MASTER DEVELOPMENT AGREEMENT
FOR
EXCHANGE 14068 S 145 E

September 15, 2026

WHEN RECORDED, RETURN TO:

Nicole Smedley
Draper City Recorder
1020 E Pioneer Rd.
Draper, UT 84020

**MASTER DEVELOPMENT AGREEMENT
FOR
EXCHANGE 14068 S 145 E**

THIS MASTER DEVELOPMENT AGREEMENT is made and entered into as of the 15th day of September, 2026, by and between **Draper City**, a Utah municipality (the “City”), **SRDP TOO L.L.C.**, a Utah limited liability company (the “Master Developer”), and **Exchange Building C, LLC**, a Utah limited liability company, in its limited capacity as Current Owner/Seller.

RECITALS

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

B. Master Developer is under contract with Current Owner/Seller to obtain fee simple title to the Property from the Current Owner/Seller after City approval of this MDA, and City approval and execution of this MDA is a condition precedent to Master Developer’s obligation to close on its acquisition of the Property.

C. Master Developer and the City desire that the Property be developed in a unified and consistent fashion pursuant to the Master Plan.

D. Current Owner/Seller owns the Property as of the date of this MDA and joins in this MDA only to consent to and authorize City approval, execution, recordation, and pre-

closing processing of this MDA, and not as Master Developer or as an obligor for development, construction, dedication, bonding, payment, maintenance, indemnity, default, or other performance obligations except to the extent expressly assumed by Current Owner/Seller in a separate writing. Master Developer and the City desire that the Property be developed in a unified and consistent fashion pursuant to the Master Plan.

E. The Parties acknowledge that development of the Property pursuant to this MDA will result in significant planning and economic benefits to the City and its residents by, among other things increasing property tax and other revenues to the City, and increasing the day-time population with a well-paid employment base. This MDA will allow for the development of Project Mammoth, a Governor's Office of Economic Development (GOED) approved project new to the state of Utah.

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

G. The Parties understand and intend that this MDA is a "development agreement" within the meaning of, and entered into pursuant to the terms of Utah Code Ann. §10-20-101 *et seq.*

H. This MDA conforms with the intent of the City's General Plan and the Zoning.

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 Master Developer hereby agree to the following, and Current Owner/Seller joins solely for the limited purposes expressly set forth herein:

TERMS

1. Incorporation of Recitals and Exhibits/ Definitions.

1.1. **Incorporation.** The foregoing Recitals and Exhibits "A" - "C" are hereby incorporated into this MDA.

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

1.2.1 **Acquisition Closing** means Master Developer's acquisition of fee title to the Property or other development-control rights in the Property sufficient for Master Developer to undertake the development obligations contemplated by this MDA.

1.2.2. **Closing Deadline** means the date that is 150 days after final, non-appealable City approval of this MDA, unless extended by written agreement of the City, Master Developer, and Current Owner/Seller.

1.2.3. **Current Owner/Seller** means Exchange Building C, LLC, a Utah limited liability company, in its capacity as the owner and seller of the Property as of the date of this MDA and as a limited consenting and joining party under this MDA.

1.2.4. **Act** means the Municipal Land Use, Development, and Management Act, Utah Code Ann. § 10-20-101, *et seq.*

- 1.2.5. **Administrator** means the person designated by the City as the Administrator of this MDA.
- 1.2.6. **Applicant** means a person or entity submitting a Development Application.
- 1.2.7. **Buildout** means the completion of all of the development on the entire Project as contemplated in this MDA and Exhibit B.
- 1.2.8. **Building Permit** means the application to review and approve the vertical construction of the Project.
- 1.2.9. **City** means Draper City, a Utah municipality.
- 1.2.10. **City Consultants** means those outside consultants employed by the City in various specialized disciplines such as traffic, hydrology or drainage for reviewing certain aspects of the development of the Project.
- 1.2.11. **City's Future Laws** means the ordinances, policies, standards, and procedures which may be in effect as of a particular time in the future when a Development Application is submitted for a part of the Project and which may or may not be applicable to the Development Application depending upon the provisions of this MDA.
- 1.2.12. **City's Vested Laws** means the ordinances, policies, standards and procedures of the City in effect as of the date of this MDA, a digital copy of which is attached as Exhibit "C".
- 1.2.13. **Council** means the elected City Council of the City.
- 1.2.14. **Default** means a material breach of this MDA as specified herein.

- 1.2.15. **Denied** means a formal denial issued by the final decision-making body of the City for a particular type of Development Application but does not include review comments or “redlines” by City staff.
- 1.2.16. **Development** means the development of a portion of the Property pursuant to and as contemplated in this MDA.
- 1.2.17. **Development Application** means an application to the City for development of a portion of the Project including a Site Plan, or any other permit, certificate or other authorization from the City required for development of the Project.
- 1.2.18. **Master Developer** means SRDP TOO L.L.C., and its assignees or transferees as permitted by this MDA; provided, however, that Master Developer’s development, construction, dedication, bonding, payment, maintenance, indemnity, default, and other performance obligations shall be subject to the split-effectiveness provisions of Section 4.1.
- 1.2.19. **Master Plan** means the conceptual layout for the Project attached hereto as Exhibit “B”.
- 1.2.20. **MDA** means this Master Development Agreement including all of its Exhibits.
- 1.2.21. **Notice** means any notice to or from any Party to this MDA that is either required or permitted to be given to another party.
- 1.2.22. **Outsourcing** means the process of the City contracting with City Consultants or paying overtime to City employees to provide technical support in the

review and approval of the various aspects of a Development Application as is more fully set out in this MDA.

1.2.23. **Party/Parties** means, in the singular, Master Developer or the City; in the plural Master Developer and the City. Current Owner/Seller is a limited consenting and joining party solely for the purposes expressly stated in this MDA and is not a Party for purposes of assuming Master Developer's obligations.

1.2.24. **Planning Commission** means the City's Planning Commission.

1.2.25. **Project** means the total development to be constructed on the Property pursuant to this MDA with the associated public and private facilities, and all of the other aspects approved as part of this MDA.

1.2.26. **Property** means the real property currently owned by Current Owner/Seller and expected to be acquired and developed by Master Developer, more fully described in Exhibit "A".

1.2.27. **Site Plan** shall have the same meaning specified in Section 9-3-040 of the City's Vested Laws.

1.2.28. **Site Plan Application** means the application to review and approve a site plan.

1.2.29. **Subdeveloper** means a person or an entity not "related" (as defined by Section 165 of the Internal Revenue Code) to Master Developer which purchases a Parcel for development.

1.2.30. **Zoning** means the CR (Regional Commercial) for the Property as of the date of adoption of this MDA.

1.2.31. **Zoning Ordinance** means the City's Land Use and Development Ordinance adopted pursuant to the Act that was in effect as of the date of this MDA as a part of the City's Vested Laws.

2. **Development of the Project.**

2.1. **Compliance with the Master Plan and this MDA.** Development of the Project shall be in accordance with the City's Vested Laws, the City's Future Laws (to the extent that these are applicable as otherwise specified in this MDA), the Master Plan, and this MDA.

2.2. **Building Height.** The Project shall be entitled to a building with a height of up to sixty feet (60-feet), with an additional 14 feet of height for potential architectural features as allowed in Section 9-27-120(B). This is a deviation to Section 9-11-110 Table 2 of the Vested Laws which limits building height in the zone to 45-feet.

2.3. **Building Structure.** Exposed site precast tilt-up concrete is an allowable construction type and material finish for the Project. This is an exception of Section 9-22-040(F)(5) which identifies Tilt-Up Concrete as an allowable primary material finish for a CBP zone but does not allow Tilt-Up Concrete as a primary material in the CR zoning classification.

2.4. **Materials.** Factory Painted Corrugated or ribbed metal panels, and EIFS to match the adjacent Wadsworth campus facilities are defined as Primary Materials for

the Project. This is an exception to Section 9-22-040(F) which lists metal and EIFS as allowed secondary materials.

- 2.5. **Façade Articulation.** The architectural design of the Building may incorporate variations in building plane, color, material, fenestration, architectural reveals, entry features, canopies, parapets, and/or other architectural elements sufficient to provide visual articulation and to maintain compatibility with the established architectural character of the existing Campus and adjacent facilities. This is a deviation from Section 9-22-040(C).

- 2.6. **Concurrent Review of Site Plan and Building Permit Applications.** The Parties acknowledge that the Project has a quick review timeframe and the City will allow limited concurrent review of the Site Plan and Building Permit applications in exception to Section 9-5-090 of the vested laws and Draper City Community Development Department policy, while prohibiting the issuance of any Building Permit prior to Site Plan approval. Prior to submitting a Building Permit application under this section, the following items shall occur.

2.6.1. A full and complete Site Plan application has been accepted by the City,

2.6.2. Staff has completed the first round of Site Plan review and issued written review comments, and

2.6.3. The Applicant has submitted a revised Site Plan addressing the first-round staff comments.

- 2.7. **Parking Lot Landscaping.** The existing Exchange at 140th development includes parking lot landscaping which was installed prior to the Vested Laws and does

not comply with the Vested Laws. This MDA approves a deviation to Section 9-23-100 of the Vested Laws in order to create a cohesive office park, and allows tree diamonds, or absence of islands, within the parking lot and removes the requirement for a landscape island between head-to-head parking rows.

- 2.8. **Parking Counts** The existing Exchange at 140th development was designed and approved at 4 parking stalls per thousand square feet of gross building floor area plus or minus 25% prior to the Vested Laws which now have a Natural Adjustment Range of 10%. This MDA approves a deviation to Section 9-25-090(A) of the Vested Laws in order to create a cohesive office park with the same parking ratio requirement of 4 parking stalls per thousand square feet of gross building floor area plus or minus 25%.

- 2.9. **Limitation and No Guarantee.** Master Developer acknowledges that the development of the Project and every other aspect of the Master Plan requires that each Development Application comply with the City's Vested Laws including, without limitation, the City's geologic hazards requirements. The City's entry into this MDA does not guarantee that the Master Developer will be able to construct every aspect of the Project until and unless all the applicable requirements of the City's Vested Laws are complied with.

3. **Vested Rights.**

- 3.1. **Vested Rights Granted by Approval of this MDA.** To the maximum extent permissible under the laws of Utah and the United States and at equity, the Parties intend that this MDA grants Master Developer all rights to develop the

Project in fulfillment of this MDA, the City's Vested Laws, the Zoning and the Master Plan except as specifically provided herein. The Parties specifically intend that this MDA grant to Master Developer "vested rights", as of the Effective Date of this MDA, as that term is construed in Utah's common law and Utah Code Ann. § 10-20-101 *et seq* (2025).

- 3.2. **Exceptions.** Except for the Vested Rights, the restrictions on the applicability of the City's Future Laws to the Project as specified in Section 3.1 are subject to only the following exceptions:

3.2.1. Master Developer Agreement. City's Future Laws that Master Developer agrees in writing to the application thereof to the Project;

3.2.2. State and Federal Compliance. City's Future Laws which are generally applicable to all properties in the City, cannot be legally waived, and which are required to comply with State and Federal laws and regulations affecting the Project;

3.2.3. Codes. Any City's Future Laws that are updates or amendments to existing building, plumbing, mechanical, electrical, dangerous buildings, drainage, fire, 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, and which requirements cannot be

lawfully determined to be legal nonconforming or waived by the City;

3.2.4. 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;

3.2.5. 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 which are adopted pursuant to State law;

3.2.6. Impact Fees. Impact Fees or modifications thereto which are lawfully adopted, and imposed by the City and which meet all requirements of the U. S. Constitution, Utah Constitution, law and applicable statutes, including but not limited to Utah Code Ann. Section 11-36a-101 *et seq.*;

3.2.7. Planning and Zoning Modification. Changes by the City to its planning principles and design standards such as architectural or design requirements, setbacks or similar items so long as such changes do not work to reduce the standards approved in this MDA, are generally applicable across the entire City and do not materially and unreasonably increase the costs of any Development.

3.2.8. Compelling, Countervailing Interest. Laws, rules or regulations that the City's land use authority finds, on the record, are necessary to avoid jeopardizing a compelling, countervailing public interest.

4. Term of Agreement. The "Effective Date" of this MDA shall be September 15, 2026, or

the date upon which the Acquisition Closing occurs, whichever date is later. This MDA shall expire September 15, 2031. If Master Developer has not been declared to be currently in Default as of September 15, 2031 and any such Default is not being cured then this MDA shall be automatically extended until September 15, 2036. This MDA shall also terminate automatically one year after Buildout.

5. **Split Effectiveness; Pre-Closing Effectiveness; Condition Precedent.** City approval and execution of this MDA, the recordation of this MDA, and the vested entitlement protections granted by this MDA shall be effective upon City approval, execution, and, as applicable, recordation of this MDA. Notwithstanding the foregoing, Master Developer's development, construction, dedication, bonding, payment, maintenance, indemnity, default, and other performance obligations under this MDA shall not become enforceable against Master Developer unless and until the Acquisition Closing occurs. City approval of this MDA is a condition precedent to Master Developer's obligation to close on its acquisition of the Property.
6. **Failure to Acquire; Termination by Notice.** If the Acquisition Closing has not occurred on or before the Closing Deadline, then Master Developer or Current Owner/Seller may give written Notice that the Acquisition Closing did not occur by the Closing Deadline, and this MDA shall terminate upon delivery of such Notice, except for the release, cancellation, and notice rights expressly set forth in this Section. Upon such termination, neither Master Developer nor Current Owner/Seller shall have any development, construction, dedication, bonding, payment, maintenance, indemnity, default, or other performance obligations under this MDA, except for obligations

expressly stated to survive termination.

7. **Release and Cancellation of MDA.** Within thirty (30) days after receipt of written Notice from Master Developer or Current Owner/Seller that the Acquisition Closing did not occur by the Closing Deadline, the City Manager or other authorized City official shall execute and cause to be recorded in the office of the Salt Lake County Recorder a release and cancellation of this MDA as to the Property, without any further public hearing, legislative action, discretionary approval, or other City proceeding. If the City fails to timely execute and record such release and cancellation, then Master Developer or Current Owner/Seller may record a notice or affidavit of termination in the office of the Salt Lake County Recorder, and such recorded notice or affidavit shall be conclusive evidence that this MDA has terminated pursuant to Section 4.2.
8. **Processing of Development Applications.** The City shall process Development Applications according to the City's Vested Laws and applicable state law, each as further provided in this MDA.

8.1 Acceptance of Certifications Required for Development Applications. Any Development Application requiring the signature, endorsement, or certification and/or stamping by a person holding a license or professional certification required by the State of Utah in a particular discipline shall be so signed, endorsed, certified or stamped signifying that the contents of the Development Application comply with the applicable regulatory standards of the City. The City should endeavor to make all of its redlines, comments or suggestions at the time

of the first review of the Development Application unless any changes to the Development Application raise new issues that need to be addressed.

- 8.2. **City Denial of a Development Application.** If the City denies a Development Application the City shall provide a written determination advising the Applicant of the reasons for denial including specifying the reasons the City believes that the Development Application is not consistent with this MDA, the Zoning and/or the City's Vested Laws (or, if applicable, the City's Future Laws).
- 8.3. **Meet and Confer regarding Development Application Denials.** The City and Applicant shall meet within twenty-one (21) calendar days of any Denial to try to resolve the issues specified in the Denial of a Development Application.
- 8.4. **City Denials of Development Applications Based on Denials from Non-City Agencies.** If the City's denial of a Development Application is based on the denial of the Development Application by a Non-City Agency, Applicant shall appeal any such denial through the appropriate procedures for such a decision and not through the processes specified below.
- 8.4.1. **Mediation Process.** If the City and Applicant are unable to resolve a disagreement subject to mediation, the Parties shall attempt within fifteen (15) calendar days to appoint a mutually acceptable mediator with knowledge of the legal issue in dispute. If the City and Applicant are unable to agree on a single acceptable mediator they shall each, within fifteen (15) calendar days, appoint their own representative. These two representatives shall, between them, choose the single mediator. Applicant and the City shall

split the fees of the chosen mediator, each Party paying 50% of the fees. The chosen mediator shall within fifteen (15) calendar days, review the positions of the Parties regarding the mediation issue and promptly attempt to mediate the issue between the Parties. If the Parties are unable to reach agreement, the mediator shall notify the parties in writing of the ordinance that the mediator deems appropriate. The mediator's opinion shall not be binding on the Parties.

8.5. Arbitration of Development Application Objections.

8.5.1. **Arbitration Process.** If the City and Applicant are unable to resolve an issue through mediation, the Parties may then attempt within fifteen (15) calendar days to appoint a mutually acceptable arbitrator with knowledge of the legal issue in dispute. If the Parties are unable to agree on a single acceptable arbitrator each Party shall, within fifteen (15) calendar days, appoint their own individual appropriate expert. These two experts shall, between them, choose the single arbitrator. Applicant and the City shall split the fees of the chosen arbitrator, each Party paying 50% of the fees. The chosen arbitrator shall within fifteen (15) calendar days, review the positions of the Parties regarding the arbitration issue and render a decision. The arbitrator shall ask the prevailing party to draft a proposed order for consideration and objection by the other side. Upon adoption by the arbitrator, and consideration of such objections, the arbitrator's decision shall be final and binding upon both Parties. If the arbitrator determines as a part of the

decision that the City's or Applicant's position was not only incorrect but was also maintained unreasonably and not in good faith then the arbitrator may order the City or Applicant to pay the arbitrator's fees.

9. **Public Infrastructure.**

9.1 **Construction by and Master Developer.** Master Developer shall have the right and the obligation to construct or cause to be constructed and installed all Public Infrastructure reasonably and lawfully required as a condition of approval of the Development Application pursuant to the City's Vested Laws.

9.2. **Bonding.** If and to the extent required by the City's Vested Laws and unless otherwise provided by Utah law, Master Developer shall provide security for any private or Public Infrastructure required by the City in a form acceptable to the City as specified in the City's Vested Laws. Partial releases of any such required security shall be made as work progresses based on the City's Vested Laws.

10. **Upsizing/Reimbursements to Master Developer.**

10.1 **"Upsizing".** The City shall not require Master Developer to "upsized" any future Public Infrastructure (i.e., to construct the infrastructure to a size larger than required to service the Project) unless financial arrangements reasonably acceptable to Master Developer are made to compensate Master Developer for the incremental or additive costs of such upsizing. For example, if an upsizing to a water pipe size increases costs by 10% but adds 50% more capacity, the City shall only be responsible to compensate Master Developer for the 10% cost increase. An acceptable financial arrangement for upsizing of improvements means

reimbursement agreements, payback agreements, and impact fee credits and reimbursements.

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

12. **Default.**

- 12.1 **Notice.** If Master Developer, a Subdeveloper, or the City fails to perform their respective obligations hereunder or to comply with the terms hereof, the Party believing that a Default has occurred shall provide Notice to the other Party; provided, however, that prior to the Acquisition Closing, Master Developer shall not be in Default for failing to perform any development, construction, dedication, bonding, payment, maintenance, indemnity, or other performance obligation that is not yet enforceable against Master Developer under Section 4.1. If the City believes that the Default has been committed by a Subdeveloper then the City shall also provide a courtesy copy of the Notice to Master Developer and to Wadsworth Development Group, LLC, as the manager of the Declarant under the CC&Rs that encumber Lot 102.

- 12.2. **Contents of the Notice of Default.** The Notice of Default shall:

- 12.2.1. **Specific Claim.** Specify the claimed event of Default;

- 12.2.2. **Applicable Provisions.** Identify with particularity the provisions of any

applicable law, rule, regulation or provision of this MDA that is claimed to be in Default;

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

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

12.3. **Meet and Confer, Mediation, Arbitration.** Upon the issuance of a Notice of Default the parties shall meet and confer. If no resolution is found, the parties shall enter into mediation and then arbitration, as needed.

12.4. **Remedies.** If the parties are not able to resolve the Default by meet and confer or by mediation, and if the Default is not subject to arbitration then the parties may have the following remedies, except as specifically limited in section 6.9:

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

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

12.4.3. Future Approvals. The right to withhold all further reviews, approvals, licenses, building permits and/or other permits for development of the Project in the case of a default by Master Developer, or in the case of a default by a Subdeveloper, development of those Parcels owned by the Subdeveloper until the Default has been cured.

12.5. **Public Meeting.** Before any remedy in Section 6.4 may be imposed by the City

the party allegedly in Default shall be afforded the right to attend a public meeting before the City Council and address the City Council regarding the claimed Default.

12.6. **Emergency Defaults.** Anything in this MDA notwithstanding, if the City Council finds on the record that a default materially impairs a compelling, countervailing interest of the City and that any delays in imposing such a default would also impair a compelling, countervailing interest of the City then the City may impose the remedies of Section 6.4 without the requirements of Sections 6.5. The City shall give Notice to Master Developer and/or any applicable Subdeveloper of any public meeting at which an emergency default is to be considered and the Master Developer and/or any applicable Subdeveloper shall be allowed to address the City Council at that meeting regarding the claimed emergency Default.

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

12.8. **Default of Assignee.** A default of any obligations assumed by an assignee shall not be deemed a default of Master Developer.

12.9. **Limitation on Recovery for Default – No Damages.** Anything in this MDA notwithstanding no Party shall be entitled to any claim for any monetary damages as a result of any breach of this MDA and each Party waives any claims thereto. The sole remedy available to Master Developer or any Subdeveloper

shall be that of specific performance.

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

To the Master Developer:

SRDP TOO L.L.C.
c/o Woodbury Corporation
Attn: E. Taylor Woodbury
2733 East Parleys Way, Suite 300
Salt Lake City, Utah 84109
Phone No.: 801-485-7770
E-Mail: twoodbury@woodburycorp.com

With a Copy to:

SRDP TOO L.L.C.
c/o Woodbury Corporation
Attn: Walker Kennedy III
2733 East Parleys Way, Suite 300
Salt Lake City, Utah 84109
Phone No.: 801-485-7770
E-Mail: legalnotices@woodburycorp.com

To Current Owner/Seller:

Exchange Building C, LLC
c/o Wadsworth Development Group
Attn: R. Roman Groesbeck
166 East 14000 South, Suite 210
Draper, Utah 84020
Phone No.: (801) 748-4088
E-mail: roman@wadsdev.com
And

Wadsworth Development Group
Attn: R. Roman Groesbeck
166 East 14000 South, Suite 210
Draper, Utah 84020

Phone No.: (801) 748-4088
E-mail: roman@wadsdev.com

With a copy to:

Robert Walker, Esq.
Kirtan & McConkie
50 E. South Temple St., Suite 400
Salt Lake City, Utah 84111
E-Mail: rwalker@kmclaw.com

To the City:

Draper City
Attn: City Manager
Mike Barker
1020 East Pioneer Road
Draper, UT 84020
mike.barker@draperutah.gov
(801) 576-6500

With a Copy to:

Draper City
Attn: City Attorney
Traci Gundersen
1020 East Pioneer Road
Draper, UT 84020
traci.gundersen@draperutah.gov
(801) 576-6500

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

13.1.1 Hand Delivery. Its actual receipt, if delivered personally, by courier service, or by facsimile provided that a copy of the facsimile Notice is mailed or personally delivered as set forth herein on the same day and the sending party has confirmation of transmission receipt of the Notice. If the copy is not sent on the same day, then notice

shall be deemed effective the date that the mailing or personal delivery occurs.

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

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

14. Headings. The captions used in this MDA are for convenience only and are not intended to be substantive provisions or evidences of intent.
15. No Third-Party Rights/No Joint Venture. This MDA does not create a joint venture relationship, partnership or agency relationship between the City, or Master Developer. Further, the parties do not intend this MDA to create any third-party beneficiary rights. The Parties acknowledge that this MDA refers to a private development and that the City has no interest in, responsibility for or duty to any third parties concerning any improvements to the Property or unless the City has accepted the dedication of such improvements at which time all rights and responsibilities—except for warranty bond requirements under City's Vested Laws and as allowed by state law—for the dedicated public improvement shall be the City's.

16. **Assignability.** The rights and responsibilities of Master Developer under this MDA may be assigned in whole or in part, respectively, by Master Developer with the consent of the City as provided herein, which consent shall not unreasonably be withheld.

16.1 **Sale of Lots.** Master Developer's selling the Parcels to builders, users, or Subdevelopers, shall not be deemed to be an "assignment" subject to the above-referenced approval by the City unless specifically designated as such an assignment by Master Developer.

16.2. **Related Entity.** Master Developer's transfer of all or any part of the Property to any entity "related" to Master Developer (as defined by regulations of the Internal Revenue Service in Section 165), Master Developer's entry into a joint venture for the development of the Project or Master Developer's pledging of part or all of the Project as security for financing shall also not be deemed to be an "assignment" subject to the above-referenced approval by the City unless specifically designated as such an assignment by the Master Developer. Master Developer shall give the City Notice of any event specified in this sub-section within fifteen (15) calendar days after the event has occurred. Such Notice shall include providing the City with all necessary contact information for the newly responsible party.

16.3. **Notice.** Master Developer shall 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 shall include providing the City with all necessary contact information for the proposed assignee.

- 16.4. **Time for Objection.** Unless the City objects in writing within thirty (30) calendar days of notice, the City shall be deemed to have approved of and consented to the assignment.
- 16.5. **Partial Assignment.** If any proposed assignment is for less than all of Master Developer's rights and responsibilities then the assignee shall be responsible for the performance of each of the obligations contained in this MDA to which the assignee succeeds. Upon any such approved partial assignment Master Developer shall not be released from any future obligations as to those obligations which are assigned but shall remain responsible for the performance of any obligations herein.
- 16.6. **Denial.** The City may only withhold its consent if the City is not reasonably satisfied of the assignee's financial ability to perform the obligations assigned by Master Developer, proposed to be assigned, or if there is an existing material breach of a development obligation owed to the City by the assignee or related entity that has not either been cured or in the process of being cured in a manner acceptable to the City. Any refusal of the City to accept an assignment shall result in the parties holding meet and confer meetings. If no resolution is found, the parties shall enter into mediation and then arbitration, as needed.
- 16.7. **Assignees Bound by MDA.** Any assignee shall consent in writing to be bound by the assigned terms and conditions of this MDA as a condition precedent to the

effectiveness of the assignment. That consent shall specifically acknowledge the provisions of Section 2.

17. **Binding Effect.** If Master Developer sells or conveys Parcels of lands to Subdevelopers or related parties, the lands so sold and conveyed shall bear the same rights, privileges, configurations, and number of Residential Dwelling Units as applicable to such Parcel and be subject to the same limitations and rights of the City when owned by or Master Developer and as set forth in this MDA without any required approval, review, or consent by the City except as otherwise provided herein.
18. **No Waiver.** Failure of any Party hereto to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such party to exercise at some future date any such right or any other right it may have.
19. **Severability.** If any provision of this MDA is held by a court of competent jurisdiction to be invalid for any reason, the Parties consider and intend that this MDA shall be deemed amended to the extent necessary to make it consistent with such decision and the balance of this MDA shall remain in full force and affect.
20. **Force Majeure.** Any prevention, delay or stoppage of the performance of any obligation under this Agreement which is due to strikes, labor disputes, inability to obtain labor, materials, equipment or reasonable substitutes therefor; acts of nature, governmental restrictions, regulations or controls, judicial orders, enemy or hostile government actions, wars, civil commotions, fires or other casualties or other causes beyond the reasonable control of the Party obligated to perform hereunder shall excuse performance of the obligation by that Party for a period equal to the duration

of that prevention, delay or stoppage.

21. **Time is of the Essence.** Time is of the essence to this MDA and every right or responsibility shall be performed within the times specified.
22. **Appointment of Representatives.** To further the commitment of the Parties to cooperate in the implementation of this MDA, the City and Master Developer each shall designate and appoint a representative to act as a liaison between the City and its various departments and the Master Developer. The initial representative for the City shall be the City Manager. The initial representative for Master Developer shall be Jason Przybyla. The Parties may change their designated representatives by Notice. The representatives shall be available at all reasonable times to discuss and review the performance of the Parties to this MDA and the development of the Project.
23. **Applicable Law.** This MDA is entered into in Salt Lake County in the State of Utah and shall be construed in accordance with the laws of the State of Utah irrespective of Utah's choice of law rules.
24. **Venue.** Any action to enforce this MDA shall be brought only in the Third District Court for the State of Utah, Salt Lake City Division.
25. **Entire Agreement.** This MDA, and all Exhibits thereto, is the entire agreement between the Parties and may not be amended or modified except either as provided herein or by a subsequent written amendment signed by all Parties.
26. **Mutual Drafting.** Each Party warrants that they have had the opportunity to be represented by competent legal counsel and have participated in negotiating and drafting this MDA; therefore, no provision of this MDA shall be construed for or against any Party based on

which Party drafted any particular portion of this MDA.

27. **Recordation and Running with the Land.** This MDA shall be recorded in the chain of title for the Project. This MDA shall be deemed to run with the land; provided, however, that until the Acquisition Closing occurs, recordation of this MDA is intended to evidence City approval, vested entitlement protections, and Current Owner/Seller's limited consent, joinder, authorization, and acknowledgment, and shall not impose upon Master Developer any development, construction, dedication, bonding, payment, maintenance, indemnity, default, or other performance obligation that is not yet enforceable under Section 4.1. A secure copy of Exhibit "C" shall be filed with the City Recorder and each party shall also have an identical copy.
28. **Authority.** The Parties to this MDA each warrant that they have all of the necessary authority to execute this MDA. Specifically, on behalf of the City, the signature of the City Manager of the City is affixed to this MDA lawfully binding the City pursuant to Ordinance No. [REDACTED] adopted by the City on September 15, 2026. The ordinance approving this MDA authorizes the City Manager or other authorized City official, without further legislative action, to execute and record any release, cancellation, notice, or other instrument required or permitted under Section 4.3. Current Owner/Seller warrants only that it has authority to execute this MDA for the limited purposes expressly stated herein.

Signatures Appear on the Following Pages

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by and through their respective, duly authorized representatives as of the day and year first herein above written. Current Owner/Seller executes this MDA solely in the limited capacity stated herein.

MASTER DEVELOPER

SRDP TOO L.L.C., a Utah limited liability company

By: Woodbury Corporation, a Utah corporation,
Its Manager

By: _____
Its: Vice Chairman
Date: _____

By: _____,
Its: CEO
Date: _____

MASTER DEVELOPER ACKNOWLEDGMENT

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

On the ___ day of September, 2026, personally appeared before me _____, who being by me duly sworn, did say that he/she is the _____ of _____, a Utah _____ and that the foregoing instrument was duly authorized by the company at a lawful meeting held by authority of its operating agreement and signed in behalf of said company.

NOTARY PUBLIC

My Commission Expires: _____

Residing at: _____

CITY
Draper City

By: _____
Its: _____
Date: _____

By: _____,
Its: City Manager
Date: _____

Approved as to form and legality:

Attest:

City Attorney

City Recorder

CITY ACKNOWLEDGMENT

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

On the ___ day of September, 2026 personally appeared before me _____ who being by me duly sworn, did say that he is the City Manager of Draper City, a political subdivision of the State of Utah, and that said instrument was signed in behalf of the City by authority of its City Council and said City Manager acknowledged to me that the City executed the same.

NOTARY PUBLIC

My Commission Expires: _____

Residing at: _____

**CURRENT OWNER/SELLER LIMITED CONSENT, JOINDER, AUTHORIZATION, AND
ACKNOWLEDGMENT**

Exchange Building C, LLC, as Current Owner/Seller, executes this MDA solely to consent to, join in, authorize, and acknowledge City approval, execution, recordation, and pre-closing processing of this MDA and the vested entitlement protections described herein. Current Owner/Seller is not the Master Developer and does not assume, and shall not be liable for, any development, construction, bonding, fee, dedication, indemnity, maintenance, default, or other performance obligation under this MDA unless Current Owner/Seller expressly assumes such obligation in a separate written instrument signed by Current Owner/Seller.

CURRENT OWNER/SELLER:

Exchange Building C, LLC,
a Utah limited liability company

By: Wadsworth & Sons II, LLC,
a Utah limited liability company
Its: Manager

By: _____
Print Name: _____
Its: _____
Date Signed: _____

CURRENT OWNER/SELLER ACKNOWLEDGMENT

STATE OF UTAH)

:SS.

COUNTY OF SALT LAKE)

On the ___ day of September, 2026, personally appeared before me _____, who being by me duly sworn, did say that he/she is the _____ of Wadsworth & Sons II, LLC, the manager of Exchange Building C, LLC, and that the foregoing instrument was signed on behalf of Exchange Building C, LLC, as Current Owner/Seller, for the limited purposes stated therein.

NOTARY PUBLIC

My Commission Expires: _____

Residing at: _____

TABLE OF EXHIBITS

Exhibit "A"	Legal Description of Property
Exhibit "B"	Master Plan
Exhibit "C"	City's Vested Laws

Exhibit "A"
Legal Description of Property

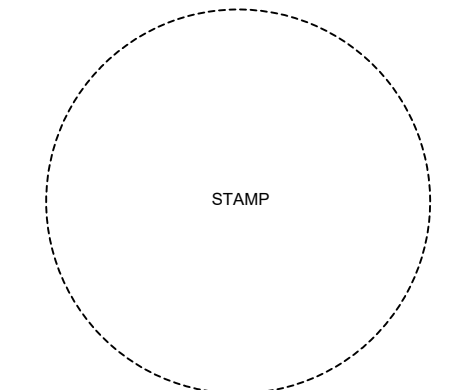
Lot 102 of the Wadsworth Corporate Center Amended Subdivision

Exhibit "B"
Master Plan



Architectural NEXUS, Inc.
2505 East Parleys Way
Salt Lake City, Utah 84109
T 801.924.5000
http://www.archnexus.com

Original drawings remain the property of the Architect and as such the Architect retains total ownership and control. The design represented by these drawings is sold to the client for a one time use, unless otherwise agreed upon in writing by the Architect.
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PROJECT MAMMOTH
DRAPER, UTAH OFFICE
Wadsworth Business Park
Draper, Utah

Date Revision

**NOT FOR
CONSTRUCTION**

**30% DESIGN
DOCUMENTS**

NEXUS PROJ. #: 26042
CHECKED BY: CMA
DRAWN BY: CMA
DATE: 2026-08-03

SITE PLAN

CS100

- # KEYED NOTES
1. CONSTRUCT "PARKING AREAS AND DRIVE LANES" ASPHALT PAVEMENT (MINIMUM), SEE PAVING NOTE (THIS SHEET). RE: SHEET CD500 - CIVIL DETAILS, DETAIL C.
 2. CONSTRUCT "PARKING AREAS AND DRIVE LANES" CONCRETE PAVEMENT. SEE PAVING NOTE (THIS SHEET). RE: SHEET CD500 - CIVIL DETAILS, DETAIL C.
 3. CONSTRUCT DUMPSTER PAD CONCRETE PAVEMENT. SHEET CD500 - CIVIL DETAILS, DETAIL C.
 4. CONSTRUCT 4" THICK CONCRETE SIDEWALK. RE: SHEET CD500 - CIVIL DETAILS, DETAIL D.
 5. PROVIDE THICKENED EDGE CONCRETE AT ASPHALT INTERFACE. RE: SHEET CD501 - CIVIL DETAILS, DETAIL A.
 6. CONSTRUCT CURB. REFER TO CG300 - CIVIL GRADING PLAN FOR CURB TYPE AND ELEVATIONS.
 7. CONSTRUCT ON-SITE SIDEWALK CURB RAMP. TYPE AS SHOWN. RE: SHEET CD501 - DETAILS.
 8. PROPOSED UTILITY OR SITE MECHANICAL IMPROVEMENT; REFER TO THE UTILITY PLANS, SHEET CU200 - CIVIL UTILITY PLAN FOR ADDITIONAL INFORMATION.
 9. PROPOSED LANDSCAPE WALL. REFER TO LANDSCAPE ARCHITECTURE PLANS FOR DETAILS.
 10. INSTALL ACCESSIBLE PARKING SIGN, INCLUDE "VAN" PLACARD, WHERE INDICATED ON PLAN. RE: SHEET CD500 - CIVIL DETAILS, DETAIL A.
 11. PAINT ACCESSIBLE PARKING SYMBOL. RE: SHEET CD500 - CIVIL DETAILS, DETAIL B.
 12. PAINT 4-INCH WIDE WHITE DIAGONAL STRIPES 2-FEET ON-CENTER WITH 4-INCH WIDE, WHITE BORDER STRIPES AS SHOWN.
 13. PAINT 4-INCH WIDE, WHITE PARKING LOT STRIPES AS SHOWN.
 14. PROPOSED BIKE RACKS (10 SPACES). REFER TO LANDSCAPE ARCHITECTURE PLANS FOR DETAILS.
 15. INSTALL 6' LONG CONCRETE WHEEL STOPS. ANCHOR USING #4 REBAR 1' LONG INTO CONCRETE. SEE DETAIL D, SHEET C-501.
 16. CONSTRUCT TRASH ENCLOSURE. RE: ARCHITECTURAL SHEETS FOR DETAIL.
 17. INSTALL SITE LIGHTING, INCLUDING BUT NOT LIMITED TO BASE, POLE, FIXTURE, AND CONNECTION HARDWARE. RE: PHOTOMETRIC PLANS.

SITE SUMMARY TABLE - BUILDING C LOT		
DESCRIPTION	AREA (SF)	PERCENTAGE
PAVEMENT/CONCRETE	69,006	73.8%
BUILDING FOOTPRINT	12,283	13.1%
LANDSCAPING	12,244	13.1%
TOTAL SITE	93,533 SF (2.148 AC)	100%
TOTAL BUILDING FLOOR AREA	38,669	
PARKING LOT AREA	50,240	
PARKING LOT LANDSCAPE AREA	3,685	7.3%

TOTAL OFFICE CAMPUS SITE SUMMARY TABLE		
DESCRIPTION	AREA (SF)	PERCENTAGE
PAVEMENT/CONCRETE	358,284	62.7%
BUILDING FOOTPRINT	80,430	14.1%
LANDSCAPING	132,545	23.2%
TOTAL SITE	571,575 (13.12 AC)	100%

PARKING DATA TABLE - BUILDING C LOT	
REQUIRED PARKING STALL RANGE	116-193
STANDARD STALLS	119
COMPACT STALLS	10
ACCESSIBLE STALLS	6 (1 VAN ACCESSIBLE)
TOTAL STALLS	135

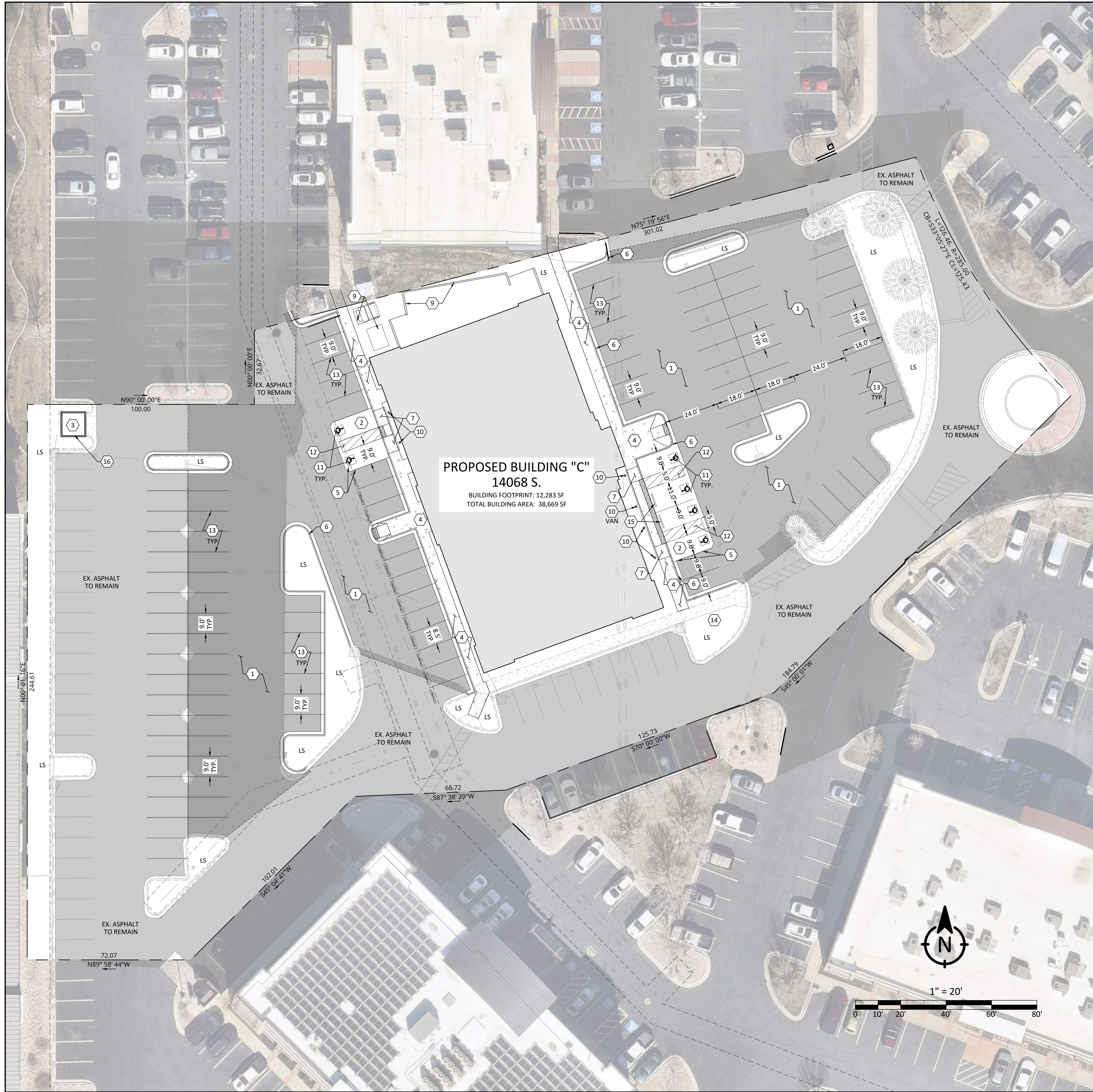
SITE PLAN NOTES

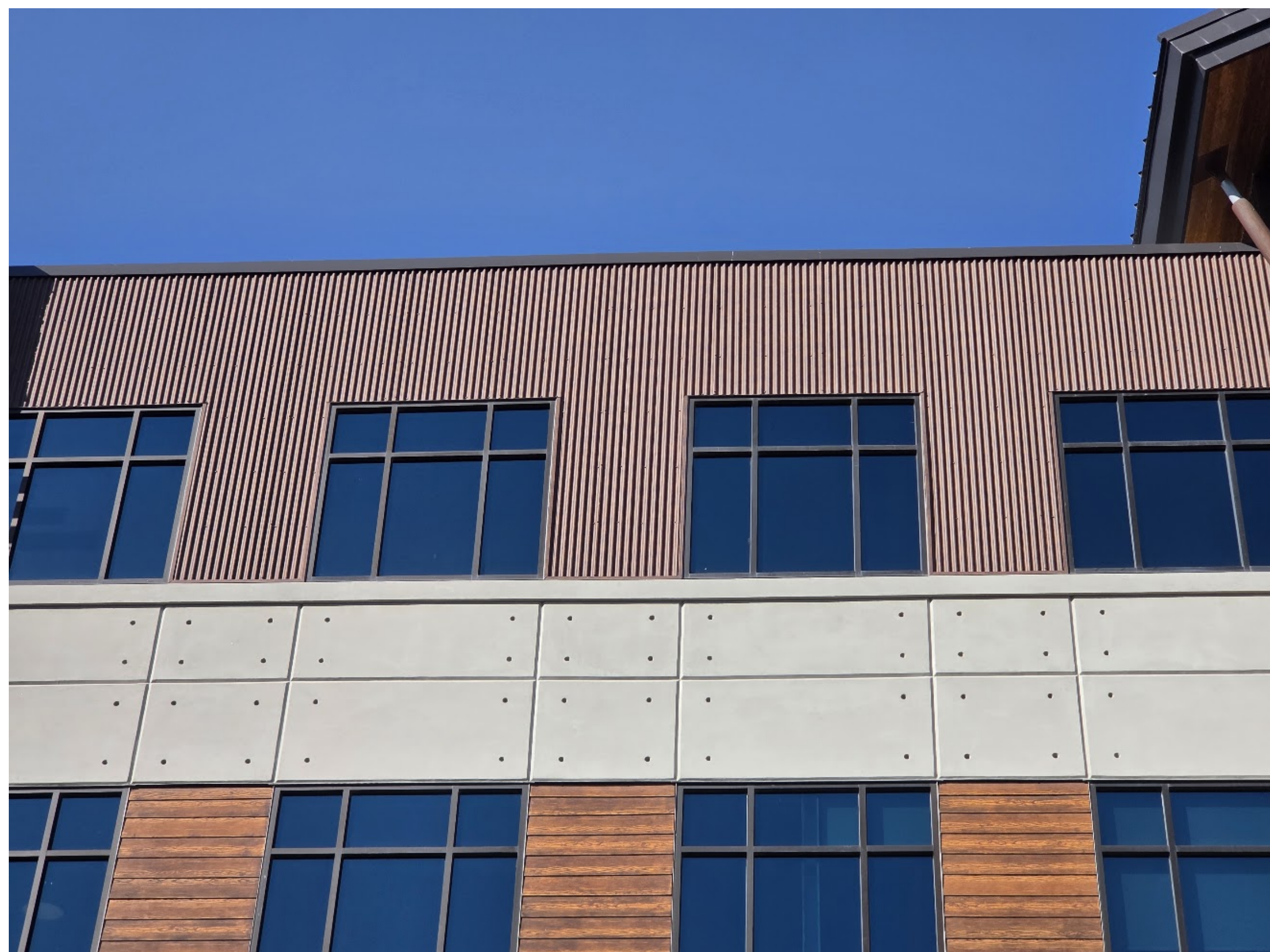
1. PLANS ARE BASED ON AN ALTA SURVEY BY HIGHLAND SURVEYING TITLED "14068 S 145 E" DATED 7/29/2026. REFER TO THE ALTA SURVEY FOR BASIS OF BEARINGS AND BENCHMARKS.
2. DIMENSIONS SHOWN ON THIS PLAN ARE INTENDED FOR PLAN REVIEW ONLY AND ARE NOT COMPREHENSIVE. IT IS ANTICIPATED THAT THE PROJECT WILL BE STAKED AND CONSTRUCTED BASED ON DIGITAL FILES AND THAT A COMPREHENSIVE HORIZONTAL CONTROL PLAN IS NOT NEEDED. CONTACT ENGINEER IF ADDITIONAL DIMENSIONS ARE NEEDED DURING CONSTRUCTION.
3. REFER TO SHEET CD500 - DETAILS FOR ADDITIONAL PROJECT GENERAL NOTES.
4. THE CONTRACTOR SHALL REFER TO THE GRADING PLAN FOR CURB TYPES AND ELEVATIONS.
5. THE CONTRACTOR SHALL REFER TO THE ARCHITECTURAL PLANS FOR EXACT LOCATIONS AND DIMENSIONS OF EXIT PORCHES, RAMPS, STAIRS, PRECISE BUILDING DIMENSIONS, AND BUILDING ENTRANCES.
6. ALL SIGNING AND STRIPING WILL BE IN ACCORDANCE WITH THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) AND LOCAL CODES.
7. REFER TO ARCHITECTURAL PLANS FOR BUILDING SIGNAGE LOCATIONS.
8. REFER TO ARCHITECTURAL PLANS FOR SITE ELECTRICAL INSTALLATION REQUIREMENTS INCLUDING, BUT NOT LIMITED TO LOCATION, TYPE, SIZE, AND MATERIAL OF WIRING, CONDUIT, TRENCH, AND CONNECTION POINTS FOR SITE LIGHTING, SITE SIGNAGE, AND OTHER SITE IMPROVEMENTS.
9. PROVIDE JOINTS AT 30 X THICKNESS OF CONCRETE OR 15 FEET (WHICHEVER IS LESS) MAXIMUM SPACING IN VEHICULAR AREAS UNLESS OTHERWISE INDICATED. JOINTS SHOULD EXTEND THROUGH THE ADJACENT CURB.
10. MAXIMUM JOINT SPACING IN PEDESTRIAN AREAS (I.E. SIDEWALKS AND PATIOS) SHALL BE 5' UNLESS OTHERWISE INDICATED. CONTROL JOINTS THEREIN SHALL BE TOOL FINISHED. JOINT SPACING IN PEDESTRIAN AREAS SHALL BE SUBMITTED AND COORDINATED WITH ARCHITECT AND ENGINEER PRIOR TO CONSTRUCTION.
11. SEE DETAILS E, F, AND G ON SHEET CD500 - CIVIL DETAILS FOR JOINT CONFIGURATIONS.
12. THE CONTRACTOR SHALL SELECT AND USE A BOND BREAKER AT INLETS, MANHOLES, AND SIMILAR SIZE STRUCTURES. SMALLER STRUCTURES SUCH AS VALVE COVERS AND MONUMENT BOXES SHALL NOT REQUIRE A BOND BREAKER UNLESS SPECIFIED OTHERWISE.
13. PROVIDE A CONTINUOUS EXPANSION JOINT FOR ANY CONCRETE FLATWORK AGAINST THE BUILDING FOUNDATION. REFERENCE THE ARCHITECTURAL PLANS FOR ADDITIONAL INFORMATION.

CAUTION: NOTICE TO CONTRACTOR

THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION, SIZE, NUMBER, AND/OR ELEVATION OF EXISTING UTILITIES AS SHOWN ON THESE PLANS IS BASED ON MEASUREMENTS TAKEN IN THE FIELD AND RECORDS OF THE VARIOUS UTILITY COMPANIES. THIS INFORMATION IS NOT TO BE RELIED ON TO BE COMPLETE OR EXACT. THE CONTRACTOR MUST CALL THE LOCAL UTILITY LOCATION CENTER AT LEAST 48 HOURS PRIOR TO ANY EXCAVATION TO REQUEST UTILITIES BE LOCATED AND MARKED. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE RELOCATION OF ANY EXISTING UTILITIES WHICH CONFLICT WITH THE PROPOSED IMPROVEMENTS SHOWN ON THIS PLAN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO EXISTING IMPROVEMENTS AND UTILITIES AND SHALL REPAIR ANY DAMAGE AT HIS EXPENSE.

AGENCY APPROVAL



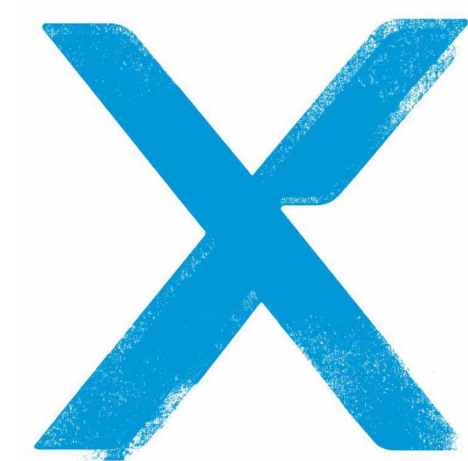


EXISTING BUILDINGS IN THE DEVELOPMENT



GENERAL NOTES
BUILDING ELEVATIONS
A. COORDINATE GRADING SHOWN ON ELEVATIONS WITH CIVIL DRAWINGS.
B. REFER TO CIVIL DRAWINGS FOR REAL WORLD DATUM REFERENCES.
C. PROVIDE GUTTERS AND DOWN SPOUTS W/ HEAT CABLE, SNOW FENCES, AND SNOW CLIPS - SEE ROOF PLAN.
D. FOR TYPICAL WALL ASSEMBLIES INCLUDING MATERIAL DESIGNATIONS AND DETAILING APPROACH, SEE A350s & G500s SERIES SHEETS.
E. ALL EXPOSED UNFINISHED STEEL TO BE PAINTED UNLESS DIRECTED BY ARCHITECT.
F. DO NOT SCALE DRAWINGS.

KEYNOTES
TAG KEYNOTE TEXT



ARCH | NEXUS
Architectural NEXUS, Inc.
2505 East Parleys Way
Salt Lake City, Utah 84109
T 801.924.5000
http://www.archnexus.com

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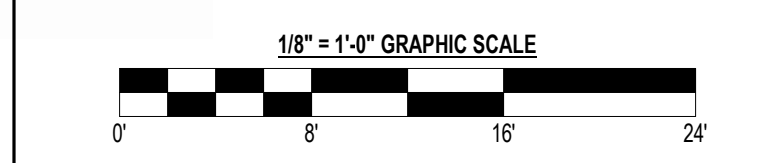
PROJECT MAMMOTH
DRAPER, UTAH OFFICE
Draper, Utah

Date Revision

**NOT FOR
CONSTRUCTION**



GRAPHIC SCALE(S)



AGENCY APPROVAL

**30% DESIGN
DOCUMENTS**

NEXUS PROJ. #: 26042
CHECKED BY: BL
DRAWN BY: JCC
DATE: 07/13/2026

**BUILDING
ELEVATIONS**

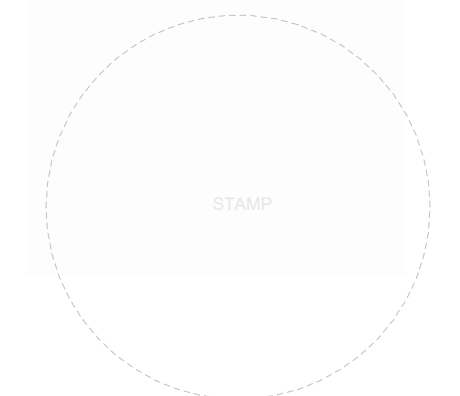
A202



ARCH | NEXUS

Architectural NEXUS, Inc.
2505 East Parleys Way
Salt Lake City, Utah 84109
T 801.924.5000
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PROJECT MAMMOTH
DRAPER, UTAH OFFICE
Draper, Utah

Date Revision

NOT FOR
CONSTRUCTION

30% DESIGN
DOCUMENTS

NEXUS PROJ. #: 26042
CHECKED BY: BL
DRAWN BY: JCC
DATE: 07/13/2026

BUILDING
ELEVATIONS

A201

GENERAL NOTES

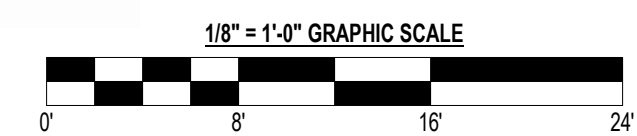
BUILDING ELEVATIONS

- COORDINATE GRADING SHOWN ON ELEVATIONS WITH CIVIL DRAWINGS.
- REFER TO CIVIL DRAWINGS FOR REAL WORLD DATUM REFERENCES.
- PROVIDE GUTTERS AND DOWN SPOUTS w/ HEAT CABLE, SNOW FENCES, AND SNOW CLIPS - SEE ROOF PLAN.
- FOR TYPICAL WALL ASSEMBLIES INCLUDING MATERIAL DESIGNATIONS AND DETAILING APPROACH, SEE **A350s** & **G500s** SERIES SHEETS.
- ALL EXPOSED UNFINISHED STEEL TO BE PAINTED UNLESS DIRECTED BY ARCHITECT.
- DO NOT SCALE DRAWINGS.

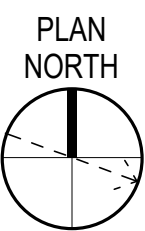
KEYNOTES

TAG	KEYNOTE TEXT
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GRAPHIC SCALE(S)



AGENCY APPROVAL



1 WEST BUILDING ELEVATION

A201 1/8" = 1'-0"



2 NORTH BUILDING ELEVATION

A201 1/8" = 1'-0"

Exhibit "C"

City's Vested Laws

Vested laws on file with the Draper City Records Office.

MEMO



To: City Council
From: John Vuyk
Date: 2026-09-15
Re: Public Hearing: Resolution #26-46

Comments:

ATTACHMENTS:

[R-26-46 - Amending_the_FY2027_Budget_-_Sept_2026.pdf](#)

ATTACHMENTS:

[FY27_1st_Quarter_Budget_Amendment_-_Sept__2026.pdf](#)

RESOLUTION NO. 26-46

A RESOLUTION AMENDING THE ADOPTED BUDGET OF DRAPER CITY FOR FISCAL YEAR 2026-2027

WHEREAS, the City Council of Draper City has adopted Resolution 26-39 which adopted the final budget for the fiscal year beginning July 1, 2026 and ending June 30, 2027, in accordance with the requirements of the Utah Code Annotated (Utah Code 10-6-128); and

WHEREAS, the City Council of Draper City wishes to amend the fiscal year 2026-2027 budget for CIP project updates, grants received and other required administrative changes; and

WHEREAS, a public hearing to consider the appropriations has been noticed and held and all interested persons were heard, for or against the appropriations; and

WHEREAS, the City Council of Draper City hereby finds this action in the best interest of the public's health, safety and general welfare.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF DRAPER CITY, STATE OF UTAH AS FOLLOWS:

Section 1. Purpose. The purpose of this Resolution is to amend the budget of Draper City, as approved and finalized by Draper City Resolution 26-39.

Section 2. Authorization. The Mayor is authorized to sign any agreements to implement the budget amendments adopted by this Resolution.

Section 3. Adoption of Amendments. The budget amendments attached hereto and made a part of this Resolution shall be, and the same hereby are adopted and incorporated into the budget of Draper City, Utah for the fiscal year beginning July 1, 2026 and ending June 30, 2027, in accordance with the requirements of the Utah Code Annotated (Utah Code 10-6-128).

Section 4. Filing of copies of the Budget Amendments. The Budget Officer is authorized and directed to certify and file a copy of said budget amendments in the office of the City Recorder which amendments shall be available for public inspection.

Section 5. Severability. If any section, part, or provision of this Resolution is held invalid, or unenforceable, such invalidity or unenforceability shall not affect any other portion of this Resolution, and all sections, parts, and provisions of this Resolution shall be severable.

Section 6. Correction of Editing Errors. The City Attorney is authorized to correct any punctuation, spelling, formatting, clerical, or de minimis errors in the budget amendment.

Section 7. Effective Date. This Resolution shall become effective immediately upon its passage.

PASSED AND ADOPTED BY THE CITY COUNCIL OF DRAPER CITY, STATE OF UTAH, ON
THE 15th DAY OF SEPTEMBER, 2026.

DRAPER CITY

Mayor Troy K. Walker

ATTEST:

Nicole Smedley, City Recorder

VOTE TAKEN:

Councilmember K. Dahlin
Councilmember M. Green
Councilmember B. Johnson
Councilmember T. Lowery
Councilmember F. Lowry
Mayor Walker

YES	NO	ABSENT
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____



FY2027 1st Quarter Budget Amendment

John Vuyk
Finance Director

Draper City Council Meeting
September 15th 2026

FINANCE DEPARTMENT



Draper City

FY2027 1st Quarter Budget Amendments

September 15th 2026

- FY27-01

Sewer Line Repair Rotary Park

New CIP

A portion of the sewer lateral from the restroom at Rotary park to the sewer line has been crushed. Parks and Recreation Dept has repaired or fixed the issue three times with short success. The park restrooms remain closed until the repair can be made.

Requested Amendment:

General Fund – Fund Balance \$ 11,000

Transfer to CIP Fund \$ 11,000

New CIP

- FY27-02

Tree Donation Private Donation for Wheadon Farm Park

A private donation of \$10,000 was given from a local Draper resident to the Draper Tree Committee for the purchase of new trees in FY2026. The City accepted the funds and has been working with the donor to meet the donor's proposed use. After much discussion, the private donor and the Draper Tree Committee the agreed upon use of the funds is to have the new trees planted in Wheadon Farm Park in Draper. This park is operated and maintained by SLCO. SLCO has agreed (by interlocal agreement) to accept the funds from Draper City to purchase and plant and maintain the new trees for this park in Draper. Because the funds were not expended in the year the funds were received the amount dropped to fund balance where it remains. This amendment recognizes the funds from fund balance (via the donation), and establishes a budget to transfer the funds to Salt Lake County.

Requested Amendment:

General Fund – Fund Balance (Via donation) \$ 10,000

Parks & Recreation – Contracted Services \$ 10,000

Draper City

FY2027 1st Quarter Budget Amendments

September 15th 2026

- FY27-03

Fire Department Ready, Set Go Grant - IAFC

Draper City Fire Department received a grant from the International Association of Fire Chiefs (IAFC) from the Ready, Set Go grant program. The City will receive direct assistance funding for fuels reduction projects in the amount of up to \$15,000. A hard cash match of 5% (\$750) minimum of the total award is required, and all community/organization efforts must be reported in the RSG! Program's Achievement Management System (AMS). A minimum of 150 hours must be logged into AMS. This opportunity is made available through a FEMA/FP&S grant awarded FY 2023 (EMW-2023-FP-00132). This amendment recognizes the funding from the grant and establishes a budget within the Fire Department to expend the funds received.

Requested Amendment:

General Fund – Grant Revenue	\$ 15,000
Fire Department – Operational Expenses	\$ 15,000

- FY27-04

Fire Department Enbridge Gas Donation

A private donation of \$3,000 was given from Enbridge Gas to the Draper City Fire Department to support The Fire Department in building Safe, Vibrant and Sustainable communities across their service areas. The regional office for Enbridge selected Draper City Fire Department with a grant in the amount of \$3,000 to support your equipment and training needs. This amendment recognizes the funding from the donation and establishes a budget within the Fire Department to expend the funds received.

Requested Amendment:

General Fund – Donation Revenue	\$ 3,000
Fire Department – Operational Expenses	\$ 3,000

Draper City

FY2027 1st Quarter Budget Amendments

September 15th 2026

- FY27-05

Fleet – Vehicle Carryover from FY2026

At the conclusion of fiscal year 2026 the fleet vehicle purchase budget was not fully expended. Fleet still had purchase orders open that had not been delivered or paid for. This amendment recognizes the funding from fiscal year 2026 that was not expended and establishes a budget within the Fleet Fund to complete the purchases from last fiscal year.

Requested Amendment:

Fleet Fund – Fund Balance	\$ 995,000
Fleet – Capital Expense (Vehicle Purchases)	\$ 995,000

- FY27-06

Transportation Master Plan Update

CIP 26-19

In fiscal year 2026 the city received a grant to fund a portion of the transportation master plan update. Estimates for the update are completed and the City will need to cover the remaining amount to cover the estimated cost.

Requested Amendment:

Transportation Impact Fee Fund – Fund Balance	\$ 100,000
Transfer to CIP	\$ 100,000
<i>CIP 26-19</i>	
<i>TOTAL PROJECT BUDGET</i>	<i>\$ 220,000</i>

Draper City

FY2027 1st Quarter Budget Amendments

September 15th 2026

- FY27-07

Centennial Pumps Improvement Project

CIP 26-24

A pump overheated and caused significant issues. In order to eliminate a large amount of risk associated with pump stations 1 and 2, significant improvements and upgrades must be performed. Upgrades include, installation of valves and drains, HVAC, and redundant pumps. Without these additions, any failure in these stations require a complete shutdown of our pumping ability. The City received a grant to assist with Water delivery, This amendment recognizes the grant and establishes a budget within the Water Fund to make the necessary repairs and upgrades. The project name has been changed from Pump Station #2 Emergency Repairs to Centennial Pumps Improvement Project.

Requested Amendment:

Water Fund – Grant Revenue	\$ 2,000,000
Water Fund – Capital Expense	\$ 2,000,000

CIP 26-24

TOTAL PROJECT BUDGET \$ 2,750,000

- FY27-08

Annual Storm Drain Repair Project

New CIP

In utilizing the new camera truck the city purchased to inspect the storm drain system, the storm water division is frequently finding damaged pipe. This project would allow us to put together small projects to make these repairs when we find them.

Requested Amendment:

Storm Water Fund – Fund Balance	\$ 100,000
Storm Water – Capital Expense	\$ 100,000

New CIP

Draper City

FY2027 1st Quarter Budget Amendments

September 15th 2026

- FY27-09

**Fort Street 13200
South to Pioneer
– Regional
Detention Basin**

New CIP

In conjunction with the federally funded Fort Street Project, between 13200 South and Pioneer, a regional detention basin must be constructed. It is anticipated that the basin will require the purchase of property. The amount requested will help to get the project designed and initiate property negotiations.

Requested Amendment:

Storm Water Fund – Fund Balance \$ 500,000

Storm Water – Capital Expense \$ 500,000

New CIP

- FY27-10

**Fort Street,
13800 South to
13200 South -
Environmental
Study**

New CIP

The City has received federal funding for a portion of the southern phase of Fort Street; 13800 South to 13200 South. An environmental study must be performed as part of the requirements of the federal funding process. This amendment establishes funding for the environmental study to be conducted.

Requested Amendment:

Transportation Impact Fee Fund – Fund Balance \$ 100,000

Transfer to CIP \$ 100,000

New CIP

Draper City

FY2027 1st Quarter Budget Amendments

September 15th 2026

- FY27-11

Sidewalk Gap Projects

CIP 22-01

Each year the City establishes a budget for sidewalk gap projects. Additional sidewalk gaps have been identified on the Canyon Pointe Road and on Pheasant View Drive near 300 East. This amendment establishes funding to add these projects to the list of sidewalk gap projects.

Requested Amendment:

Local Highway Options Fund – Fund Balance \$ 100,000

Transfer to CIP \$ 100,000

CIP 22-01

TOTAL PROJECT BUDGET (FY2027) \$ 360,000

- FY27-12

Fire Department Budget Change

In the budget the City approved hiring three additional firefighters. The budget established funding for the salary and purchase of equipment associated with the new firefighters. The funding in the budget was entered entirely as personnel expenses. This budget moves a portion of the budget from personnel to equipment for the purchase of Personal Protective Equipment for the new firefighters.

Requested Amendment:

Fire Department – Personnel Expense (\$ 45,000)

Fire Department – Operational Expense \$ 45,000



Questions or Comments?

Contact:

John Vuyk

John.Vuyk@draperutah.gov

801-576-6318

MEMO



To: City Council
From: John Vuyk
Date: 2026-09-15
Re: Action Item: Resolution #26-47

Comments:

ATTACHMENTS:

[R-26-47 - Disposal_of_Personal_Property_-_Vehicles_-_Sept_2026.pdf](#)

ATTACHMENTS:

[Surplus Vehicles.pdf](#)

RESOLUTION NO. 26-47

A RESOLUTION DISPOSING OF SURPLUS PERSONAL PROPERTY IN ACCORDANCE WITH DRAPER CITY MUNICIPAL CODE 3-3-150

WHEREAS, the Draper Finance Department ("Finance Department") assists various City departments in tracking and monitoring personal property; and

WHEREAS, The Finance Department has determined the City possesses personal property that is included in the fixed asset register with an original value greater than \$5,000 that is unused, obsolete, unsuitable for public use, or otherwise no longer needed; and

WHEREAS, the Finance Department desires to dispose of or sell such personal property to the highest bidder through public auction; and

WHEREAS, Draper City Code Section 3-3-150 requires the City Council to declare such property as surplus prior to disposal or sale.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF DRAPER CITY, STATE OF UTAH:

Section 1. Disposition of Property. The Draper City Council hereby declares as surplus and authorizes the Finance Department to dispose of personal property no longer needed as listed in Exhibit A attached hereto by:

- i. selling the property at public auction and applying the proceeds of the sale into a revenue type account of the fund which owned the property that was sold;
- ii. destroying the property if the property is unfit for a public interest use or for sale; or
- iii. selling the property to any person for such price as the City Manager deems appropriate if property remains unsold after reasonable attempts to sell it through public auction.

Section 2. Effective Date. This Resolution shall become effective immediately upon passage by the City Council.

[Signature page to follow]

PASSED AND ADOPTED BY THE CITY COUNCIL OF DRAPER CITY, STATE OF UTAH,
ON THE 15th DAY OF SEPTEMBER, 2026.

DRAPER CITY

Mayor Troy K. Walker

ATTEST:

Nicole Smedley, City Recorder

VOTE TAKEN:

Councilmember K. Dahlin
Councilmember M. Green
Councilmember B. Johnson
Councilmember T. Lowery
Councilmember F. Lowry
Mayor Walker

YES	NO	ABSENT
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Solid Waste				
SW109	3BPZLJ0X5FF294944	2015	PETERBILT	520
SW108	3BPZLJ0X1FF254134	2015	PETERBILT	520
SW105	1HTWYAHT29J085389	2009	INTERNATIONAL	7600
SW101	3BPZLJ0XXHF174074	2017	Peterbilt	320
SW102	3BPDLJ0X3RF115394	2024	Peterbilt	520
SW104	3BPDLJ0X1KF106408	2019	Peterbilt	520
SW111	3BPDLJ0X5JF161622	2018	Peterbilt	520
SW113	3BPDLJ0X1LF108998	2020	Peterbilt	520
SW114	3BPDLJ0X3LF108999	2020	Peterbilt	520
SW115	3BPDLJ0X2MF110664	2021	Peterbilt	520
SW116	3BPDLK0X7RF118756	2024	Peterbilt	520
SW117	3BPDLK0X3SF745525	2025	Peterbilt	520
05-001	1NPDLJ0X4VD808534	2026	Peterbilt	520
05-002	1NPDLJ0X6VD808535	2026	Peterbilt	520
SW106	1GDJK74K49F145681	2009	GMC	Stake bed
SW110	1FTEW1EG7HKC86915	2017	Ford	F150

Other Vehicles				
501	1FTFX1ET8DKF99142	2013	Ford	F150 - AC
603	1FM5K8BH3JGB00146	2018	Ford	Explorer
609	1FM5K8BH2JGC07057	2018	Ford	Explorer
611	1C4PJMCS5GW241933	2016	Jeep	Cherokee
617	1FM5K8ARXJGA21096	2018	Ford	Explorer
621	1FM5K8AR1KGA63240	2019	Ford	Explorer - K9
624	1FM5K8AR7GGB07197	2016	Ford	Explorer
634	1FM5K8AR1HGB16107	2017	Ford	Explorer
636	1FM5K8AR8HGB71881	2017	Ford	Explorer
637	1FM5K8ARXHGB71882	2017	Ford	Explorer
657	1FM5K8AR2JGA21092	2018	Ford	Explorer
604	4T1BD1FK0GU185533	2016	Toyota	Camry
607	4T1BD1FK1CU026630	2012	Toyota	Camry
126	1HTGLAHT1XH663506	1999	INTERNATIONAL	Plow
401	1FTCR10A6RPA21859	1994	Ford	Ranger
125	2FZHAZDE16AV81437	2006	STERLING	Plow
155	2FZHAZDE56AV75835	2006	STERLING	Plow
185	1FDAF57Y18EE54943	2008	Ford	F550
121	1FDXF47S31EC44222	2001	Ford	F550
169	1FDUF5HY6BEB33001	2011	Ford	F550
F146	1FDRF3B62BEB33000	2011	F350	F350