

POINT PHASE 1 PUBLIC INFRASTRUCTURE DISTRICT NO. 1

REGULAR MEETING

September 18, 2025, at 11:00 a.m.

ANCHOR LOCATION: 1201 E. Wilmington Ave, Suite 115, Salt Lake City, UT 84106

This meeting is open to the public and may be joined using the following information:

LINK: [Join the meeting now](#)

MEETING ID: 236 721 302 280 3

PASSCODE: rY3jc9uV

DIAL IN: 720-721-3140

PHONE CONFERENCE ID: 435 163 192#

Trustees	Terms
Jay Hardy - Chair	Term from June 28, 2024, to 4 years from appointment
Robert Booth – Treasurer/Vice Chair	Term from June 28, 2024, to 6 years from appointment
Zachary Clegg – Clerk/Secretary	Term from June 28, 2024, to 6 years from appointment
Trever Nicoll - Trustee	Term from June 28, 2024, to 4 years from appointment
Michael Ambre – Trustee	Term from June 28, 2024, to 6 years from appointment

NOTICE OF MEETING AND AGENDA

1. Call to Order/Declaration of Quorum.
2. Preliminary Action Items.
 - a. Approve Agenda.
3. Public Comment – Members of the public may express their views to the Board on matters that affect the District. Comments will be limited to three (3) minutes.
4. Action Items.
 - a. Approve Draft Minutes from August 21, 2025, Regular Meeting. **(Enclosure)**
 - b. Approval of First Additional Services Addendum with Kimley-Horn and Associates, Inc. **(Enclosure)**
 - c. Approval of First Additional Services Addendum with Rios, Inc. **(Enclosure)**
 - d. Approval of First Amendment to Development Services Agreement [Event Center]. **(Enclosure)**
 - e. Approval of Development Services Agreement [Promenade Roads]. **(Enclosure)**
 - f. Discussion of Event Center RFQ Responses and Consideration of Recommendation to Invite Selected Contractors to Submit Formal RFPs for the Event Center Project.

5. Discussion Items.
6. Administrative Non-Action Items.
7. Adjourn.

MINUTES OF THE MEETING OF
THE POINT PHASE 1 PUBLIC INFRASTRUCTURE DISTRICT NOS. 1-9

HELD
August 21, 2025

The Meeting of Point Phase 1 Public Infrastructure District Nos. 1-9 was held at the offices of the Colmena Group, 1201 E. Wilmington Ave, Suite 115, Salt Lake City, UT 84106 and via MS Teams and Teleconference at 11:00 a.m.

ATTENDANCE

Trustees in Attendance:

Jay Hardy – Chair
Robert Booth – Treasurer/Vice Chair
Zachary Clegg – Clerk/Secretary
Trevor Nicoll – Trustee
Michael Ambre - Trustee

Also in Attendance:

Megan Murphy, Esq., Blair Dickhoner, Esq., and Betsy Russon, Esq.; WBA, PC.
Shannon McEvoy, Jason Woolard, Brendan Campbell, and Jake Downing; Pinnacle Consulting Group, Inc.
Barrett Marrocco; The Connexion Group.

ADMINISTRATIVE
ITEMS

Call to Order: The Meeting of the Boards of Trustees (collectively, the “Board”) of the Point Phase 1 Public Infrastructure District Nos. 1-9 (collectively, the “Districts”) was called to order by Mr. McEvoy.

Declaration of Quorum: Mr. McEvoy noted that a quorum was present, with five out of five Trustees in attendance.

Approval of Agenda: The Boards considered the approval of the agenda. Following review and discussion, upon a motion duly made by Mr. Booth, seconded by Mr. Hardy, and upon vote, unanimously carried, it was

RESOLVED to approve the agenda, as amended to remove Item 4.C: Approval of Arcadis Reimbursement.

PUBLIC COMMENT

There was no public comment to come before the Board.

ACTION ITEMS

Minutes – July 29, 2025, Joint Meeting: Mr. McEvoy presented the Minutes of the July 29, 2025, Joint Meeting to the Board. Upon a motion duly made by Mr. Booth, seconded by Mr. Hardy, and upon vote, unanimously carried, it was

RESOLVED to approve the Minutes of the July 29, 2025, Joint Meeting, as presented.

Resolution Regarding Acceptance of District Eligible Costs (Cost Certification #02) and Administrative Costs: Mr. Marrocco presented the Resolution Regarding Acceptance of District Eligible Costs (Cost Certification #02) and Administrative Costs to the Board and answered questions. Following review and discussion, upon a motion duly made by Mr. Booth, seconded by Mr. Hardy, and upon vote unanimously carried, it was

RESOLVED to approve the Resolution Regarding Acceptance of District Eligible Costs (Cost Certification #02) and Administrative Costs, subject to final legal review.

Standard Form of Agreement Between Owner (District No. 1) and Architect (m. Arthur Gensler, Jr. and Associates, Inc d/b/a Gensler): Ms. Murphy presented the Standard Form of Agreement Between Owner (District No. 1) and Architect (m. Arthur Gensler, Jr. and Associates, Inc d/b/a Gensler) to the Board and answered questions. Following review and discussion, upon a motion duly made by Mr. Hardy, seconded by Mr. Booth, and upon vote, unanimously carried, it was

RESOLVED to approve the Standard Form of Agreement Between Owner (District No. 1) and Architect (m. Arthur Gensler, Jr. and Associates, Inc d/b/a Gensler), subject to final legal review.

DISCUSSION ITEMS

Progress Update: Mr. Booth provided status updates related to the construction infrastructure and the Event Venue projects.

Request for Qualifications (RFQ) and Request for Proposal (RFP) Processes: Mr. Ambre discussed with the Board the current RFQ and RFP processes and asked the Board to consider adding postings to the Utah Division of Purchasing and General Services website, in addition to the District's website. The Board directed staff to post RFQs and RFPs on the Utah Division of Purchasing and General Services website.

ADMINISTRATIVE
NON-ACTION ITEMS

There were no Administrative Non-Action items to discuss.

ADJOURNMENT

There being no further business to come before the Boards, upon a motion duly made by Mr. Hardy, seconded by Mr. Booth, and upon vote, unanimously carried, the meeting was adjourned.

The foregoing constitutes a true and correct copy of the minutes of the above-referenced meeting.

Respectfully Submitted,

Jake Downing, Recording Secretary for the Meeting.

FIRST ADDITIONAL SERVICES ADDENDUM

THIS FIRST ADDITIONAL SERVICES ADDENDUM (this “Addendum”) is entered into as of August 18, 2025 (“Addendum Effective Date”), by and between POINT PHASE 1 PUBLIC INFRASTRUCTURE DISTRICT NO. 1, a quasi-municipal corporation and political subdivision of the State of Utah (“Client”), and KIMLEY-HORN AND ASSOCIATES, INC., a North Carolina corporation (“Consultant”), with reference to the following recitals:

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A. ~~A.~~ WHEREAS, ~~Client~~ CLW POINT PARTNERS, LLC, a Delaware limited liability company (“CLW”) and Consultant entered into that certain Short Form Professional Services Agreement dated as of September 9, 2024 (the “Agreement”) relating to that certain real property commonly known as Point of the Mountain located at 14425 Bitterbrush Lane, Draper, Utah 84020 (the “Property”). All initially capitalized terms not otherwise defined herein shall have the meanings set forth in the Agreement.

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B. WHEREAS, CLW, the Client, and Consultant entered into that certain Assignment and Assumption of Professional Services Agreement dated July 29, 2025 whereby CLW assigned its interest in the Agreement to the Client.

B. WHEREAS, pursuant to Article 3 of the Agreement, Client desires that Consultant provide certain additional services at the Property, and Consultant desires to provide such additional services pursuant to this Addendum.

NOW, THEREFORE, in consideration of the foregoing recitals and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree to amend the Agreement as follows:

1. **Term.** The term of this Addendum (“Addendum Term”) shall commence upon the Addendum Effective Date and automatically expire upon the earlier of: (i) the completion of the Additional Services (as defined below), or (ii) the termination of either the Agreement or this Addendum by Client. Client may terminate this Addendum without cause, and at no additional cost, upon thirty (30) days prior written notice to Consultant.

2. **Additional Services.** Beginning on the Addendum Effective Date and continuing through the Addendum Term, Consultant agrees to provide the additional services as described in Exhibit A attached hereto (“Additional Services”). In consideration for the Additional Services, Client agrees to pay Consultant the sum set forth in Exhibit A. The terms and conditions of this Addendum shall prevail over any conflicts with Exhibit A.

3. **Effect of this Addendum.** The parties acknowledge and agree that except to the extent specified above, the terms and conditions of the Agreement generally are intended to apply to the Additional Services and this Addendum. Except as amended and/or modified by this Addendum, the Agreement is hereby ratified and confirmed and all other terms of the Agreement shall remain in full force and effect, unaltered and unchanged by this Addendum.

4. **Counterparts.** This Addendum may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute

one and the same instrument. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signature(s) thereon provided such signature page is attached to any other counterpart identical thereto except having additional signature pages executed by other parties to this Addendum attached thereto.

[Signatures on following page]

IN WITNESS WHEREOF, Client and Consultant have caused their duly authorized representatives to execute this Addendum as of the date first above written.

CLIENT:

POINT PHASE 1 PUBLIC INFRASTRUCTURE
DISTRICT NO. 1
a quasi-municipal corporation and political subdivision of the
State of Utah

By: _____
Name: _____
Title: _____

CONSULTANT:

KIMLEY-HORN AND ASSOCIATES, INC., a North
Carolina corporation

By: _____
Name: _____
Title: _____

Exhibit A**SCHEDULE EXTENSION**

[Refer to attached proposal]

SCOPE OF ADDITIONAL SERVICES

[Refer to attached proposal]

COMPENSATION FOR PROFESSIONAL SERVICES

Consultant will provide professional services pursuant to attached proposal

The original Contract Sum was	\$850,100
The Point Phase 1 Utility Master Planning	\$215,500
The Point Phase 1 Promenade Design	\$634,600
The net change by previously authorized Additional Services was	\$0
The Contract Sum prior to this Additional Service was	\$850,100
The Contract Sum will be increased by this Additional Service in the amount of	\$124,200
ASR 1 - PID Legal Descriptions	\$5,600
ASR 2: Widen Phase I Roadways	\$75,000
ASR 2: Adjust Promenade Grading	\$3,700
ASR 2: Revise Irrigation Design to Correlate with revised Landscape Plans	\$5,300
ASR 2: Project Meetings	\$14,700
ASR 2: Electrical Plan Updates and Meetings	\$15,400
ASR 2: PID #1 Plat Revision	\$4,500
The new Contract Sum, including this Additional Service, will be	\$974,300

FIRST ADDITIONAL SERVICES ADDENDUM

THIS FIRST ADDITIONAL SERVICES ADDENDUM (this “Addendum”) is entered into as of August 12, 2025 (“Addendum Effective Date”), by and between POINT PHASE 1 PUBLIC INFRASTRUCTURE DISTRICT NO. 1, a quasi-municipal corporation and political subdivision of the State of Utah (“Client”), and RIOS, INC., a California corporation (“Consultant”), with reference to the following recitals:

A. ~~A.~~ WHEREAS, ~~Client~~ CLW POINT PARTNERS, LLC, a Delaware limited liability company (“CLW”) and Consultant entered into that certain Short Form Professional Services Agreement dated as of May 24, 2024 (the “Agreement”) relating to that certain real property commonly known as Point of the Mountain located at 14425 Bitterbrush Lane, Draper, Utah 84020 (the “Property”). All initially capitalized terms not otherwise defined herein shall have the meanings set forth in the Agreement.

B. WHEREAS, CLW, the Client, and Consultant entered into that certain Assignment and Assumption of Professional Services Agreement dated July 29, 2025 whereby CLW assigned its interest in the Agreement to the Client.

B. WHEREAS, pursuant to Article 3 of the Agreement, Client desires that Consultant provide certain additional services at the Property, and Consultant desires to provide such additional services.

NOW, THEREFORE, in consideration of the foregoing recitals and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree to amend the Agreement as follows:

1. **Term.** The term of this Addendum (“Addendum Term”) shall commence upon the Addendum Effective Date and automatically expire upon the earlier of: (i) the completion of the Additional Services (as defined below), or (ii) the termination of either the Agreement or this Addendum by Client. Client may terminate this Addendum without cause, and at no additional cost, upon thirty (30) days prior written notice to Consultant.

2. **Additional Services.** Beginning on the Addendum Effective Date and continuing through the Addendum Term, Consultant agrees to provide the additional services as described in Exhibit A attached hereto (“Additional Services”). In consideration for the Additional Services, Client agrees to pay Consultant the sum set forth in Exhibit A. The terms and conditions of this Addendum shall prevail over any conflicts with Exhibit A.

3. **Effect of this Addendum.** The parties acknowledge and agree that except to the extent specified above, the terms and conditions of the Agreement generally are intended to apply to the Additional Services and this Addendum. Except as amended and/or modified by this Addendum, the Agreement is hereby ratified and confirmed and all other terms of the Agreement shall remain in full force and effect, unaltered and unchanged by this Addendum.

4. **Counterparts.** This Addendum may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute

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one and the same instrument. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signature(s) thereon provided such signature page is attached to any other counterpart identical thereto except having additional signature pages executed by other parties to this Addendum attached thereto.

[Signatures on following page]

IN WITNESS WHEREOF, Client and Consultant have caused their duly authorized representatives to execute this Addendum as of the date first above written.

CLIENT:

POINT PHASE 1 PUBLIC INFRASTRUCTURE
DISTRICT NO. 1
a quasi-municipal corporation and political subdivision of the
State of Utah

By: _____
Name: _____
Title: _____

CONSULTANT:

RIOS, INC., a California corporation

By: _____
Name: _____
Title: _____

Exhibit A**SCHEDULE EXTENSION**

[Refer to attached proposal]

SCOPE OF ADDITIONAL SERVICES

[Refer to attached proposal]

COMPENSATION FOR PROFESSIONAL SERVICES

Consultant will provide professional services pursuant to attached proposal

The original Contract Sum was	\$1,200,000
The Point Promenade LS & Arch - SD/DD	\$1,200,000
The net change by previously authorized Additional Services was	\$0
The Contract Sum prior to this Additional Service was	\$1,200,000
The Contract Sum will be increased by this Additional Service in the amount of	\$1,080,600
ASR 1: Subconsultant Fees - SD/DD	\$112,120
ASR 2: The Point Promenade - CD/CA	\$820,000
ASR 3: Phase 1 Overall LS - Concept Plan	\$30,000
ASR 4: Event Venue LS - SD/DD/CD	\$100,000
ASR 5: Subconsultant Fees - CD/CA	\$18,480
The new Contract Sum, including this Additional Service, will be	\$2,280,600

FIRST AMENDMENT TO DEVELOPMENT SERVICES AGREEMENT

[Event Center]

Commented [MM1]: I made formatting changes to mirror the Agreement.

THIS FIRST AMENDMENT TO DEVELOPMENT SERVICES AGREEMENT ~~[EVENT CENTER]~~ (this "**Amendment**") is made and entered into as of ~~August~~ September 18, 2025 (the "**Effective Date**"), by and between POINT PHASE 1 PUBLIC INFRASTRUCTURE DISTRICT NO. 1, ~~a quasi-municipal corporation and political subdivision of the State of Utah~~ independent political subdivision of the State of Utah ("**District**") and CLW POINT PARTNERS, LLC, a Delaware limited liability company dba The Point Partners ("**Developer**") (each individually, a "**Party**" and collectively, the "**Parties**").

RECITALS

~~A.~~ A. Developer and District entered into that certain Development Services Agreement [Event Center] with an ~~e~~Effective ~~d~~Date of March 6, 2025 (the "**Agreement**"), for the initial design, development, and construction of the Event Center and the related Improvements.

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Capitalized terms used in this Amendment and not defined in this Amendment shall have the meanings given to such terms in the Agreement.

B.

CB. The Parties desire to amend the Agreement on the terms and conditions set forth below.

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AGREEMENT

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

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1. **Construction Management Fee.** Section 9 of the Agreement is hereby deleted in its entirety and replaced with the following:

"9. **Construction Management Fee.** Developer shall be entitled to receive the Construction Management Fee in connection with the Project. Payment shall be made as follows:

a. Twenty-five percent (25%) of the estimated Construction Management Fee shall be paid upon execution of this Amendment (the "**Initial Payment**").

b. The remaining seventy-five percent (75%) of the estimated Construction Management Fee shall be paid in twenty-five (25) equal monthly payments (reflecting the anticipated twenty-five (25) month design and construction period), beginning in the first

month after the Initial Payment is made and continuing monthly thereafter.

c. Upon the Completion Date, but no later than the date on which the Project is first legally occupied, the Construction Management Fee shall be reconciled based on the actual, verified Project Costs. Any overpayment or underpayment shall be paid or credited within thirty (30) days of such reconciliation.”

2. **Amendments to Agreement.** The Parties hereby agree to add the following Section 23 and Section 24 to the Agreement.

“23. **Amendments.** This Agreement may only be amended or modified by a writing executed by the Parties.”

“24. **Governmental Immunity.** Nothing in this Agreement shall be construed to waive, limit, or otherwise modify, in whole or in part, any governmental immunity that may be available by law to the District, its respective officials, employees, contractors, or agents, or any other person acting on behalf of the District and, in particular, governmental immunity afforded to or available to the District pursuant to Sections 63G-7-101, *et seq.*, Utah Code Annotated 1953 (the “Governmental Immunity Act of Utah”).”

2-3. **Successors and Assigns.** The provisions of the Agreement, as amended herein, are binding upon and shall inure to the benefit of the Parties and their respective successors and permitted assigns.

3-4. **Amendment Controls.** Except as specifically provided herein, the terms and conditions of the Agreement shall remain in full force and effect. If any provision of the Agreement is in conflict with any provisions of this Amendment, the terms of this Amendment shall control.

4-5. **Counterparts.** This Amendment may be executed in any number of counterparts, each of which will be an original but all of which will constitute one and the same instrument. Electronic and scanned signature pages will be acceptable and shall be conclusive evidence of execution.

[Remainder of Page Left Intentionally Blank Signatures on Following Page(s)]

Commented [MM2]: The terms of the Agreement do not allow for an amendment so I suggest adding that as part of this Amendment.

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IN WITNESS WHEREOF, this Amendment has been executed as of the Effective Date.

DISTRICT:

POINT PHASE 1 PUBLIC INFRASTRUCTURE DISTRICT NO. 1,
~~a quasi-municipal corporation and political subdivision of the State of Utah~~
~~an independent political subdivision of the State of Utah~~

By: _____
Name: Jay Hardy
Title: Officer

ATTEST:

By: _____
Name: Zachary Clegg
Title: _____

[Signatures Continue on Following Page~~(s)~~]

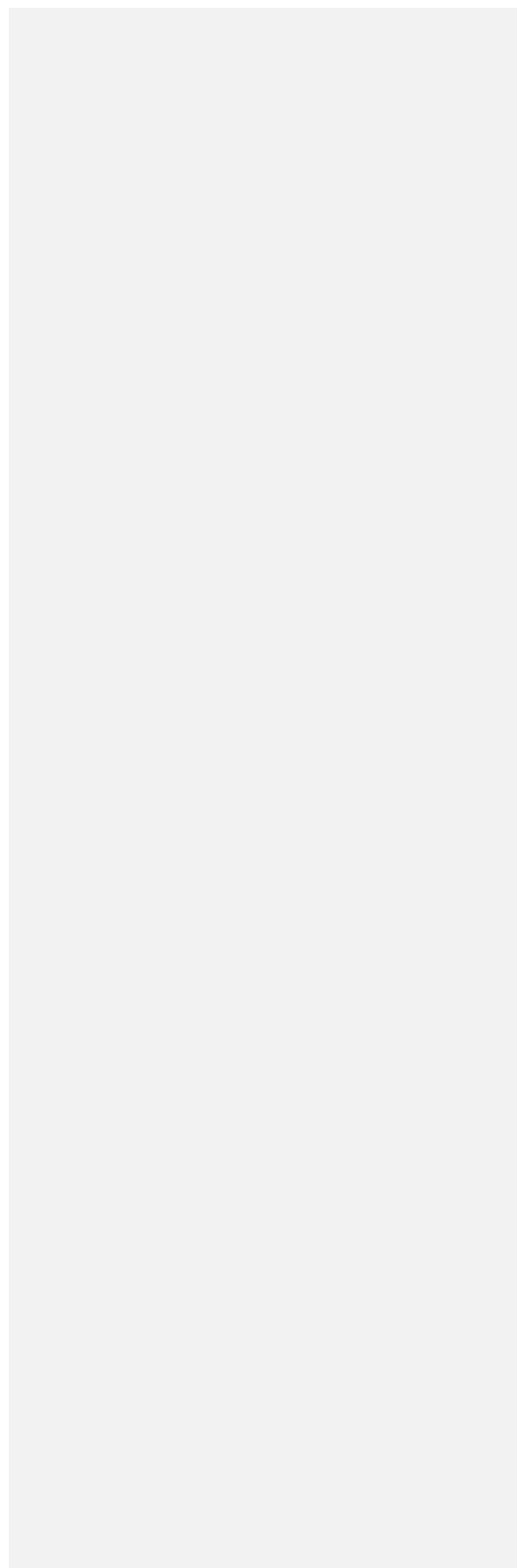
DEVELOPER:

CLW POINT PARTNERS, LLC,
a Delaware limited liability company dba The Point Partners

By: _____
Name: Patrick Gilligan
Title: Authorized Signatory

By: _____
Name: Lance Bullen
Title: Authorized Signatory

By: _____
Name: Kip L. Wadsworth
Title: Authorized Signatory



DEVELOPMENT SERVICES AGREEMENT

[Promenade Roads]

This DEVELOPMENT SERVICES AGREEMENT (this “**Agreement**”) is entered into as of September 18, 2025 (the “**Effective Date**”), by and between POINT PHASE 1 PUBLIC INFRASTRUCTURE DISTRICT NO. 1, a quasi-municipal corporation and political subdivision of the State of Utah ~~an independent political subdivision of the State of Utah~~ (“**District**”) and CLW POINT PARTNERS, LLC, a Delaware limited liability company dba The Point Partners (“**Developer**”). Developer and District are sometimes referred to herein individually as a “**Party**” and collectively as the “**Parties**.”

RECITALS

A. District will effectuate a non-leasehold take down with The Point of the Mountain State Land Authority (“**POMSLA**”) pursuant to Section 3.6 of that certain Disposition and Development Agreement dated November 27, 2023 between Developer and POMSLA, as amended from time to time, for the development of certain real property in Salt Lake County, Utah, which is generally depicted on Exhibit “A-1” and legally described on Exhibit “A-2” attached hereto (the “**Land**”). The Land is located within an area commonly known as “The Point of the Mountain” and comprises distinct areas for the construction of new public roads commonly referred to as the [“Promenade Roads”] to be dedicated to and owned by Draper City (collectively, the “**Roads**”).

B. The Parties desire to enter into this Agreement to set forth the understanding with respect to the initial development and construction of the Roads and the related Improvements (as defined below) on the Land.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Definitions.** In addition to the capitalized terms previously defined in this Agreement, or defined elsewhere in this Agreement, the following additional capitalized terms shall have the meanings set forth below:

“**Approval of District**” means, with respect to a specified item or matter, that such item or matter is subject to the procedure set forth in Section 8(a).

“**Approved by District**” means, with respect to a matter which is subject to the Approval of District, the approval or deemed approval thereof pursuant to the procedure set forth in Section 8(a).

“**Approved Change Orders**” means (a) any change or modification to the Plans and Specifications proposed by Developer and Approved by District, and (b) Permitted Change Orders.

“Certificate of Substantial Completion” means the written certification issued by the Project Engineer confirming that the Roads and the related Improvements are substantially complete in accordance with the Project Plan and the Contract Documents, in a form approved by the District.

“Change Order(s)” is defined in Section 4(a)(i).

“Completion of Construction” means the date on which the Project Engineer certifies in the form of a Certificate of Substantial Completion that, except for Minor Construction Items, the Project has been completed substantially in accordance with the Plans and Specifications as modified by Approved Change Orders.

“Completion Date” means the date on which Developer has provided to District the Certificate of Substantial Completion from the Project Engineer upon Completion of Construction of the Project.

“Construction Budget” means the budget prepared by Developer and Approved by District.

“Construction Defect Notice” is defined in Section 7(b).

“Construction Management Fee” means an amount equal to the sum of five percent (5%) of the Project Costs.

“Construction Schedule” is defined in Section 4(a)(iv).

“Construction Warranties” means the warranties and guarantees of the General Contractor and the Other Contractors and the suppliers of other services and material to or in connection with the Project.

“Contract Documents” means the agreements between Developer and the General Contractor and Other Contractors.

“Deadlock” is defined in Section 8(b).

“Development Conditions” is defined in Section 4(a).

“Development Plan” is defined in Section 4(a)(vi).

“General Contractor” means a party selected by Developer and Approved by District.

“Governmental Authority” means any federal, state or local governmental or quasi-governmental body or agency having jurisdiction over the Project.

“Governmental Requirements” means all laws, ordinances, rules, requirements, resolutions, policy statements and regulations of Governmental Authorities bearing on the construction, alteration, maintenance, use, operation, or sale of the Project.

“Improvements” means all improvements to be constructed on the Land pursuant to this Agreement, including, without limitation, the Roads, related landscaping, and all associated appurtenances.

“Minor Construction Items” means items of work remaining to be completed or corrected to conform to the Plans and Specifications, as modified by Approved Change Orders, the noncompletion or noncorrection of which does not prevent issuance of any required permit or approval or does not materially interfere with the use of the Project for its intended purposes.

“Other Contractors” means those persons other than the General Contractor who are selected by Developer to construct the Improvements on the Project.

“Permissible Delay” means all periods during which a Party cannot perform its obligations under this Agreement due to: (a) delays arising out of shortage of material or services or delays in transportation of materials; (b) delays or moratoriums caused or imposed by Governmental Authorities or delays in Governmental Authorities issuing permits after Developer has timely submitted all required items to obtain such permits as contemplated by the Development Plan; (c) unavoidable delays caused by adverse weather conditions or other emergencies; (d) delays from Approved Change Orders; or (e) delays attributable to other causes beyond the reasonable control of such Party.

“Permitted Change Orders” means Change Orders which result in (a) changes to the Plans and Specifications that are not material (i.e., customary “field” changes), (ii) substitutions of product of equal quality in the event any product specified in any Plans and Specifications is not available or is not available within a time frame required to maintain the Construction Schedule; (iii) changes to the Plans and Specifications as are required only to comply with Governmental Requirements; (iv) changes that do not materially adversely affect the overall quality of the Plans and Specifications; and (v) non-material changes that are required to address a circumstance arising during construction which was not foreseen at the time of the finalization of the Plans and Specifications.

“Plans and Specifications” is defined in Section 4(a)(i).

“Project” means the design, construction, and development of the Roads and the related Improvements on the Land or such other use as agreed upon by the Parties.

“Project Costs” means any and all hard and soft costs and expenditures incurred at any time in connection with the design and/or construction of the Roads and the related Improvements on the Land or performance by the Parties under this Agreement, whether

incurred prior to or subsequent to the date of this Agreement, including, without limitation all of the following set forth in the Construction Budget:

- i. Amounts paid to the General Contractor, Other Contractors and Project Engineer;
- ii. Architectural, engineering and other professional fees paid in connection with the Project;
- iii. Permit and license fees, impact fee, hook-up fees and other charges of Governmental Authorities paid in connection with the Project;
- iv. The cost and expense of all insurance coverage of the types and coverages required by Section 6(c);
- v. The cost accrued or incurred in connection with or arising from the zoning of the Project including, without limitation, survey and engineering costs;
- vi. The legal and third-party accounting fees attributable to the development, construction and construction financing of the Project;
- vii. If applicable, real estate taxes and assessments (or equivalent privilege tax), utility charges and similar taxes and utility charges with respect to the Project; and
- viii. Other third-party costs and expenses contemplated by the Construction Budget and Approved by District.

“**Project Engineer**” means [_____] ¹, or such other engineer selected by District after consultation with Developer.

“**Project Financing**” is defined in Section 5.

“**Project Plan**” is defined in Section 3.

2. **Purpose of Agreement.** The Parties shall develop the Land in accordance with this Agreement.

3. **Project Plan.** The Project Engineer shall prepare plans for the Project (the “**Project Plan**”), which Project Plan shall be submitted for the Approval of District. Once Approved by District, a copy of the Project Plan shall be attached hereto as Exhibit “B”.

4. **Development of the Project.**

¹ NTD: To be confirmed.

a. Developer will perform the following duties (collectively, the **“Development Conditions”**):

(i) Coordinate with District, the Project Engineer, and all other professionals required or needed to design the Project and its elements or systems. All final working plans, drawings and specifications for the Project and its related Improvements (the **“Plans and Specifications”**) shall be submitted for the Approval of District. Any changes to the Plans and Specifications (the **“Change Orders”**), other than Permitted Change Orders, shall be subject to the Approval of District. Developer shall cause all the Plans and Specifications to be sufficiently detailed for bid solicitation and construction supervision.

(ii) Developer shall assist District in causing licensed contractors with verifiable experience in constructing specific purpose facilities similar in scope and quality to the Project to bid the Plans and Specifications. In connection with the solicitation of bids, Developer shall eliminate from bid requests any undetermined finish construction items with respect to which a later bid would result in a better price. Developer shall select qualified Other Contractors. ~~Developer~~The Parties shall negotiate Contract Documents ~~on behalf of District~~ with the General Contractor and the Other Contractors. ~~The Contract Documents shall be executed by Developer, subject to the Approval of District as and when contemplated hereunder.~~

Commented [RB1]: I would think that contracts are in the name of the PID, not developer, correct?

Commented [MM2R1]: Correct.

(iii) Once all bids have been received, Developer will prepare a construction budget and submit it to District for the Approval of District.

(iv) Developer shall develop a construction schedule (the **“Construction Schedule”**) for the Project which results in timely completion of construction consistent with the completion deadline included in the Construction Budget, which schedule shall be subject to the Approval of District.

(v) Developer shall negotiate agreements in respect of the maintenance and operation of the Project through the Completion Date including, but not limited to, agreements for trash removal, sweeping and other maintenance, which shall be executed by District.

(vi) The Plans and Specifications, as modified by Approved Change Orders, Construction Budget and Construction Schedule for the Project, in each case, as Approved by District, are referred to herein collectively as the **“Development Plan”**.

b. Developer shall apply for all approvals as required by Governmental Requirements for the development of the Project consistent with the Development Plan.

e. ~~Developer shall assist District in obtaining an engineer's confirmation of value in compliance with Utah state procurement requirements and any applicable public finance documents related to the Project.~~

d. ~~Developer shall serve as the "Procurement Official" (as defined in the Utah Procurement Code, Section 63G-6a-103(57)) for the Project.~~

c. ~~The Developer is familiar with and is satisfied as to all laws and regulations that may affect cost, progress, and performance of the Project, including, but not limited to, Sections 63G-6a-101, et seq., Utah Code Annotated 1953 (the "Utah Procurement Code"), and shall comply with all such applicable laws and regulations.~~

d. ~~On March 6, 2025, the Point Phase 1 Public Infrastructure District Nos. 1-9 (collectively, the "Districts") adopted a Joint Resolution Adopting Procurement and Administrative Rules and a Joint Resolution Appointing Procurement Official (collectively, the "Procurement Resolutions"). The Parties agree that this Agreement shall be subject to the terms and conditions of the Procurement Resolutions as amended from time to time by the Districts.~~

e. Each Party shall cooperate in connection with all of the foregoing actions including, without limitation, executing applications for governmental approvals and permits.

5. **Project Financing.** District has secured ~~or is in the process of securing~~ public financing for the construction of the Project, which will cover all development costs, including but not limited to fees for engineers and other design professional, landscape architects, construction, permits and approvals, impact fees, taxes, insurance, loan origination, construction interest, and a contingency (collectively, the "**Project Financing**"). Developer agrees to cooperate with District's efforts to secure financing, which may include bond financing and other forms of public funding.

6. **Project Construction Management.** Developer shall cause the construction of the Project to be commenced in accordance with the Development Plan and shall supervise the construction of the Project by the General Contractor and/or the Other Contractors. Without limiting the foregoing, Developer shall:

a. Secure or cause to be secured, on behalf of District, all required permits from Governmental Authorities and otherwise cause the Project to be completed in compliance with all Governmental Requirements and the Development Plan.

b. Assist District in procuring the approval of the Plans and Specifications by all Governmental Authorities. If any changes in the Plans and Specifications shall be required by Governmental Authorities, such changes shall be submitted to District for the Approval of District.

c. At all times during the construction of the Improvements and continuing until the Completion Date, maintain and keep in full force and effect the following

Commented [MM3]: I think this is referring to the exception to the Procurement Code show below that doesn't apply to construction projects just completed improvements.

Pursuant to [Utah Code Section 17D-4-203\(2\)\(c\)\(iii\)](#), a the Districts may acquire completed or partially completed improvements, including related design and consulting services and related work product, for fair market value as reasonably determined by a surveyor or engineer that the Districts employ or engages to perform the necessary engineering services for and to supervise the construction or installation of the improvements.

Commented [MM4]: I think the District's Procurement Policies should govern who the Procurement Official is at any given time instead of having that be set forth in each Development Agreement.

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insurance coverage (i) commercial general liability in the minimum amount of \$1,000,000 per occurrence/\$2,000,000 general aggregate, written on an occurrence basis, including broad form contractual liability coverage consistent with standard provisions in ISO CGL coverage forms, broad form property coverage, premises and operations coverage, no independent contractor's exclusion, products and completed operations, and personal and advertising injury liability; and (ii) such other insurance as may be required by the Contract Documents or as may otherwise be agreed to by the Parties.

d. Supervise the Project Engineer and other professionals and the General Contractor and Other Contractors.

e. Cause the Project to be completed in all respects in accordance with the Plans and Specifications as modified by Approved Change Orders and the Construction Budget and enforcing any claims under Construction Warranties.

f. Cause the General Contractor and Other Contractors to comply with the Contract Documents and the Construction Schedule, subject to extensions for periods of Permissible Delay.

g. Oversee and process Change Orders.

h. Review and approve for payment by District construction draw requests of the General Contractor, Other Contractors, and other providers of goods and services to the Project and submit such draw requests to District.

i. Provide a final inspection and approval by the Project Engineer of all work performed by the General Contractor and Other Contractors.

j. Hold monthly meetings with District, which may be virtual, to update District on the progress of construction.

7. Rights and Obligations of District Prior to Completion Date.

a. During the course of construction of the Project, District and its authorized agents may, with twenty-four (24) hours prior written notice, enter and inspect the Land and Improvements, provided such entrance and inspection does not adversely interfere with the construction and development of the Land and Improvements and all persons comply with safety requirements and applicable law. District shall indemnify and hold Developer and its affiliates harmless from and against all losses, claims, damages, judgments, costs and expenses (including attorney fees and court costs) which Developer may incur arising out of the entrance or inspection of the Project and caused by the negligent acts or omissions or willful misconduct of District and its agents, excluding any losses resulting from the negligent acts or omissions or willful misconduct of Developer.

b. If, during construction, District or its authorized agents shall reasonably

determine that construction of the Project is not proceeding in accordance with the Development Plan or this Agreement, District shall give notice to the Developer specifying the particular deviation, deficiency or omission (the “**Construction Defect Notice**”). Within ten (10) business days after receipt of a Construction Defect Notice, Developer shall forthwith take such steps as shall be necessary to verify such assertion. If Developer does not agree that a deviation, deficiency or omission exists, it shall so notify District within ten (10) business days after receipt of a Construction Defect Notice. If the Parties are not able to agree whether a deviation, deficiency or omission exists, such disagreement shall be promptly submitted and resolved by the Project Engineer, whose determination shall be final. Developer shall promptly correct, or cause to be corrected, any deviation, deficiency or omission which is finally determined to exist, if any.

8. **Approval of District.**

a.

(i) Wherever the Approval of District is required pursuant to this Agreement, such approval shall not be unreasonably withheld, conditioned or delayed and shall be deemed to have been given if a written notice of disapproval is not delivered to Developer within five (5) business days after a written request for approval is delivered to District (which may be delivered via email). If District elects not to approve any matter pursuant to this Agreement, it shall do so in writing which shall specify in reasonable detail the basis for such refusal or the changes which, if made, would cause the Approval of District to be granted.

(ii) At all times, District shall designate and maintain (by written notice to Developer) one adult individual who shall be available to Developer by telephone and email during normal business hours in Salt Lake City, Utah and who shall be fully authorized to act for District in all matters contemplated by this Agreement within the time periods contemplated hereby. The initial representative of District under this Agreement shall be Jay Hardy (jay@colmenagroup.com). Any consent, approval or other discretionary act required or permitted to be given by District which has been authorized in a written instrument signed by such representative, or is deemed approved as provided herein, shall be irrevocably binding upon District and Developer may rely on such written consent or approval signed by such representative without any further inquiry.

b. A deadlock shall be deemed to exist (a “**Deadlock**”) if, at any time, any matter including, without limitation, a Change Order, is required to be approved by District pursuant to this Agreement, District withholds its approval, and Developer reasonably believes that the items sought to be changed: (y) if not performed, would result in a violation of applicable Governmental Requirements; or (z) are consistent with the design and quality of the improvements contemplated by the Development Plans and this Agreement. The Deadlock shall be resolved by mutual written agreement of the Parties or as follows:

(i) If the Project Engineer determines, in a written analysis provided to the Parties, that if such approval were given, such approval would result in the occurrence of one of the events specified in clauses (y)-(z) above, then such approval shall be approved.

(ii) If the Project Engineer determines, in a written analysis provided to the Parties, that if such approval were given, such approval would not result in the occurrence of one of the events specified in clauses (y)-(z) above, then such approval shall be deemed denied.

9. **Construction Management Fee.** ~~Construction Management Fee.~~ Developer shall be entitled to receive the Construction Management Fee in connection with the Project. Payment shall be made as follows:

a. Twenty-five percent (25%) of the estimated Construction Management Fee shall be paid upon execution of this Agreement (the "**Initial Payment**").

b. The remaining seventy-five percent (75%) of the estimated Construction Management Fee shall be paid in _____ equal monthly payments (reflecting the anticipated _____ month design and construction period), beginning in the first month after the Initial Payment is made and continuing monthly thereafter.

Commented [MM5]: To be completed.

c. Upon the Completion Date, but no later than the date on which the Project is first legally occupied, the Construction Management Fee shall be reconciled based on the actual, verified Project Costs. Any overpayment or underpayment shall be paid or credited within thirty (30) days of such reconciliation.

10. **Restriction on Transfers.** No Party will have the right to assign or transfer its rights or obligations under this Agreement, without the consent of the other Party.

11. **Completion of Minor Construction Items.** Written contracts with the General Contractor or Other Contractors, as the case may be, shall contain a retention provision, which shall ensure the completion of all Minor Construction Items after the Completion Date. Developer shall cause the General Contractor or the Other Contractors to complete such Minor Construction Items after the Completion Date.

12. **Loss Prior to Completion Date.**

a. If prior to the Completion Date all or a portion of the Project should be destroyed or damaged by fire, windstorm, hail, explosion, earthquake or other casualty before the Completion Date, Developer shall within thirty (30) days of the date of such casualty prepare and submit to District a plan for restoration and repair of such damage and completion of the Project, including any modifications of the Construction Budget or extension required to the Completion Date contemplated by the Construction Schedule, which plan shall be subject to the Approval of District. The Completion Date shall be

deferred for the period specified in such plan.

b. If, prior to the Completion Date, all or a part of the Project is subjected to a bona fide threat of condemnation by a body having the power of eminent domain or is taken by eminent domain or condemnation (or sale in lieu thereof), Developer or District, as applicable, shall promptly give the other Party written notice of any pending threat or proceeding as soon as the knowledge-Party becomes aware of the same. As soon as reasonably practicable, but in any event within forty-five (45) days of the date of the notice of such condemnation, Developer shall prepare and submit to District a plan for restoration and completion of the Project including any modifications of the Plans and Specifications or the Construction Budget required because of the taking and any extensions required to the Completion Date contemplated by the Construction Schedule, which plan shall be subject to the Approval of District. The Completion Date shall be deferred for the period specified in the plan.

13. **Term.** The term of this Agreement shall commence on the Effective Date and shall terminate upon final payment of the Construction Management Fee.

14. **Default.**

a. **Default.** A Party shall be in default hereunder if (a) a Party fails to make a payment when due hereunder and such failure continues for fifteen (15) days after written notice from the other Party, or (b) a Party fails to perform or fulfill any of its non-monetary obligations under this Agreement and such default continues uncured for more than thirty (30) days after written notice thereof by the other Party specifying such default; provided, if a Party has not completed a cure of a non-monetary default after diligent good faith efforts during such thirty (30) day period, such 30-day cure period will be extended for up to an additional period of time as is reasonably necessary to cure such default so long as the defaulting Party has commenced the cure of such default within such 30-day cure period and is diligently prosecuting the same to completion.

~~b. **Remedies.** If a default occurs and continues beyond all applicable notice and cure periods, the non-defaulting Party shall have all remedies available at law or in equity; provided, however, the non-defaulting Party shall only be entitled to seek recovery of actual damages which directly result from the defaulting Party's breach, each Party hereby waiving and covenanting not to assert any right to seek or obtain any other damages (including, but not limited to, incidental or consequential damages, which are expressly and specifically waived and released by each Party) resulting from the other Party's breach.~~

~~b.~~

15. **Indemnity.**

~~a. **Indemnity by Developer.** Developer shall indemnify, defend, and hold harmless the District, and each of District's Affiliates, employees, managers, members, partners, officers,~~

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Commented [MM6]: This Section was included in the Development Services Agreement [Event Center] so I added it into this Development Services Agreement.

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directors, agents, consultants, attorneys, successors, and assigns, to the full extent permitted by law from and against any and all liabilities, losses, claims, costs, damages, and expense (including, without limitation, attorneys' fees, costs, and expenses, but specifically excluding any consequential, special, or punitive damages) arising from, or in connection with, any act of failure or act by Developer or its Affiliate which results from the gross negligence, fraud, or willful misconduct of Developer or its Affiliate.

b. Indemnity by District. The District shall indemnify, defend, and hold harmless Developer, and each of Developer's Affiliates, employees, members, partners, officers, directors, agent, consultants, attorneys, successors, and assigns to the fullest extent permitted by law from and against any and all liabilities, losses, claims, costs, damages, and expenses (including, without limitation, attorneys' fees, costs, and expenses, but specifically excluding any consequential, special, or punitive damages) arising from, or in connection with, any claims against Developer which results from District's gross negligence, fraud, or willful misconduct.

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15.16. Notice of Agreement. Neither this Agreement nor any memorandum thereof shall be recorded against the Land.

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16.17. Counterparts. This Agreement may be executed in counterparts.

17.18. Notices. All notices and other communications required or permitted hereunder shall be in writing and shall be given by personal delivery, overnight courier or e-mail transmission, or sent by registered or certified mail, postage prepaid, correctly addressed to the intended recipient at the address set forth below:

If to Developer: CLW Point Partners LLC
8111 Douglas Avenue, Ste. 600
Dallas, TX 75225

LPC West LP
915 Wilshire Blvd., Suite 2050
Los Angeles, CA 90017
Attn: Patrick Gilligan
Email: pgilligan@lpc.com

Commented [MM7]: This party was removed from the Development Services Agreement [Event Center]. Please confirm.

With a copy to:

LPC West LP
8111 Douglas Avenue, Suite 600
Dallas, TX 75225
Attn: Gregory S. Courtwright
Email: gcourtwright@lpc.com

Colmena Group

Attn: Kyle Leishman
 1201 E. Wilmington Ave, #115
 Salt Lake City, UT 84106
 Email: kyle@colmenagroup.com

Wadsworth Development Group, LLC
 166 E 14000 S., Suite 210
 Draper, UT 84020
 Attn: Roman Groesbeck
 Email: roman@wadsdev.com

With an additional copy to:

Snell & Wilmer L.L.P.
 Attn: Wade Budge
 15 West South Temple, Suite 1200
 Salt Lake City, UT 84106
 Email: wbudge@swlaw.com

If to District: Point Phase 1 Public Infrastructure District No. 1
~~WHITE BEAR ANKELE TANAKA & WALDRON~~
~~Attorneys at Law-WBA, PC~~
~~350 East 400 South, #2301~~
~~Salt Lake City, UT 84111~~
~~2154 East Commons Avenue, Suite 2000~~
~~Centennial, Colorado 80122~~
 Attn: Blair M. Dickhoner
 Email: bdickhoner@wbapc.com

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Such notices and other communications shall be deemed to be given and received as follows: (i) upon actual receipt, if delivered personally on a business day between 8:00 a.m. and 5:00 p.m. (Utah time), otherwise on the next business day; (ii) upon confirmation of delivery or upon the sender's receipt of a read receipt from the recipient, whichever occurs first, if transmitted by e-mail; (iii) upon actual delivery, if delivered by overnight courier; or (iv) three (3) business days following deposit in the mail, if delivered by mail. The Parties may, from time to time, designate a different address by written notice given in the manner provided for above, not less than three (3) business days prior to the effective date of the change.

~~18~~19. **Brokerage.** Each Party represents and warrants to the other Party that it has incurred no obligation to pay a brokerage commission or fee to any person in connection with the Land or the transaction contemplated by this Agreement, and shall indemnify, hold harmless and defend the other Party from any breach of such representation and warranty.

~~19~~20. **Binding Effect.** This Agreement shall inure to the benefit of, and be binding on, the Parties and their respective successors and assigns. The obligations of the Parties under this

Agreement shall run with and be binding on the Land unless and until terminated as provided herein.

~~20-21.~~ **Attorney Fees.** If any action or proceeding is commenced by either Party to enforce its rights under this Agreement (in accordance with its terms) or to collect actual damages as a result of the breach of any of the provisions of this Agreement, the prevailing Party in such action or proceeding, including any bankruptcy, insolvency or appellate proceedings, shall be entitled to recover all reasonable out of pocket costs and expenses, including, without limitation, reasonable attorney fees and court costs, in addition to any other relief awarded by the court.

22. Parties Interested /No Third-Party Beneficiaries. Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon, or to give to, any person other than the Parties any right, remedy, or claim under or by reason of this Agreement or any covenants, terms, conditions, or provisions thereof, and all the covenants, terms, conditions, and provisions in this Agreement by and on behalf of the Parties shall be for the sole and exclusive benefit of the Parties. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties. Nothing contained in this Agreement shall give or allow any such claim or right of action by any other third parties. It is the express intention of the Parties that any person other than the Parties receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

23. Amendments. This Agreement may only be amended or modified by a writing executed by the Parties.

24. Governmental Immunity. Nothing in this Agreement shall be construed to waive, limit, or otherwise modify, in whole or in part, any governmental immunity that may be available by law to the District, its respective officials, employees, contractors, or agents, or any other person acting on behalf of the District and, in particular, governmental immunity afforded to or available to the District pursuant to Sections 63G-7-101, *et seq.*, Utah Code Annotated 1953 (the "Governmental Immunity Act of Utah").

~~21.~~

[Signatures on Following Page(s)]

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IN WITNESS WHEREOF, this Agreement was executed as of the Effective Date.

DISTRICT:

POINT PHASE 1 PUBLIC INFRASTRUCTURE DISTRICT NO. 1,
~~a quasi-municipal corporation and political subdivision of the State of Utah~~
~~political subdivision of the State of Utah~~

By: _____
Name: Jay Hardy
Title: Officer

ATTEST:

By: _____
Name: Zachary Clegg
Title: _____

By: _____
Officer of the District

Attest:

By: _____

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~~APPROVED AS TO FORM:~~

~~WHITE BEAR ANKELE TANAKA & WALDRON~~
~~Attorneys at Law~~

~~General Counsel to the District~~

~~[Signatures Continue on Following Page]~~

~~DEVELOPER:~~

DEVELOPER:

CLW POINT PARTNERS, LLC,
a Delaware limited liability company dba The Point Partners

By: _____
Name: Patrick Gilligan
Title: Authorized Signatory

By: _____
Name: Lance Bullen
Title: Authorized Signatory

By: _____
Name: Kip L. Wadsworth
Title: Authorized Signatory

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EXHIBIT “A-1”

General Depiction of the Land

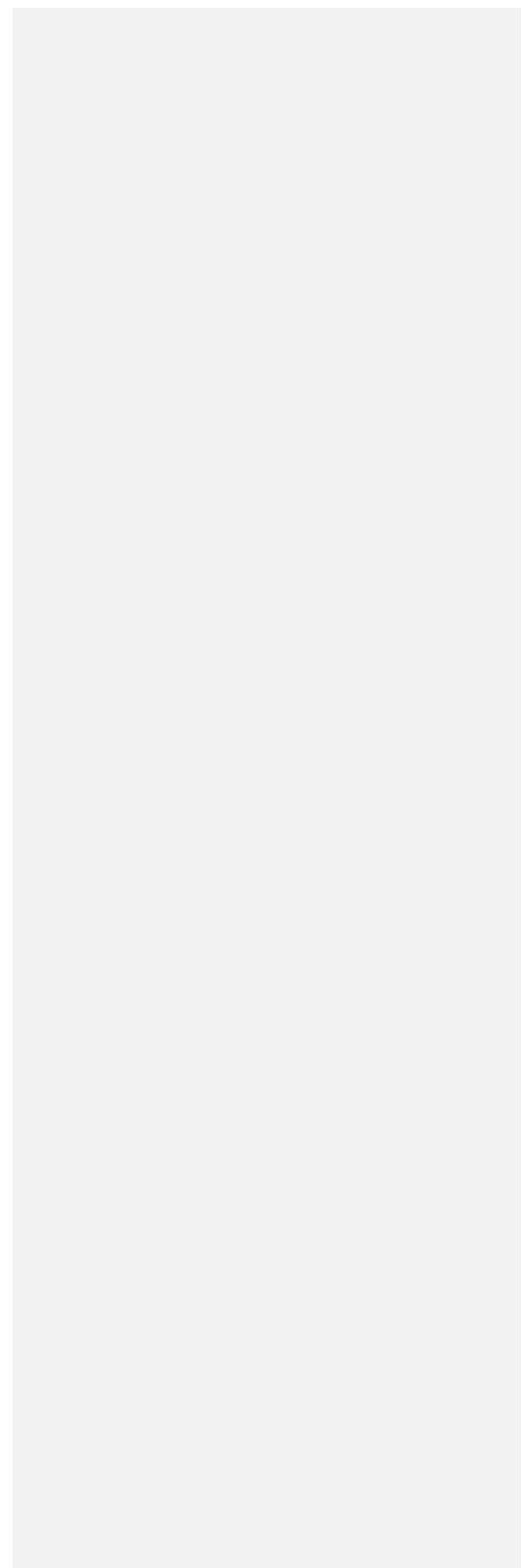


EXHIBIT “A-2”

Legal Description of the Land
To be added upon completion of survey

EXHIBIT “B”Project Plan

[TO BE ADDED UPON APPROVAL OF DISTRICT IN ACCORDANCE WITH SECTION 3]