

## POINT PHASE 1 PUBLIC INFRASTRUCTURE DISTRICT NO. 1

### REGULAR MEETING

October 16, 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#

<b>Trustees</b>	<b>Terms</b>
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 September 18, 2025, Regular Meeting. **(Enclosure)**
  - b. Approve Proposal for Structural Engineering Services with Dunn Associates, Inc. **(Enclosure)**
  - c. Approve Service Proposal #06 with Rios for Structural Design Services [Promenade]. **(Enclosure)**
  - d. Approval of Second Additional Services Addendum with Kimley-Horn and Associates, Inc. **(Enclosure)**
5. Discussion Items.
  - a. Discuss 2025 Budget Amendment and 2026 Budget Timeline and Process.
6. Administrative Non-Action Items.

7. Adjourn.

## RECORD OF PROCEEDINGS

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### MINUTES OF THE MEETING OF THE POINT PHASE 1 PUBLIC INFRASTRUCTURE DISTRICT NO. 1

HELD  
September 18, 2025

The Meeting of Point Phase 1 Public Infrastructure District No. 1 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  
Trever Nicoll – Trustee

##### Trustees Absent, and Excused:

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 Board of Trustees of The Point Phase 1 Public Infrastructure District No. 1 was called to order by Mr. McEvoy.

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

Approval of Agenda: The Board 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 presented.

#### PUBLIC COMMENT

There was no public comment to come before the Board.

## RECORD OF PROCEEDINGS

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### ACTION ITEMS

Minutes – August 21, 2025, Regular Meeting: Mr. McEvoy presented the Minutes of the August 21, 2025, Regular Meeting to the Board. Upon a motion duly made by Mr. Clegg, seconded by Mr. Hardy, and upon vote, unanimously carried, it was

**RESOLVED** to approve the Minutes of the August 21, 2025, Regular Meeting, as presented.

First Additional Services Addendum with Kimley-Horn and Associates, Inc: Ms. Murphy presented the First Additional Services Addendum with Kimley-Horn and Associates, Inc., to the Board and answered questions. Following review and discussion, upon a motion duly made by Mr. Hardy, seconded by Mr. Clegg, and upon vote, unanimously carried, it was

**RESOLVED** to approve the First Additional Services Addendum with Kimley-Horn and Associates, Inc., as presented.

First Additional Services Addendum with Rios, Inc: Ms. Murphy presented the First Additional Services Addendum with Rios, Inc., to the Board and answered questions. Following review and discussion, upon a motion duly made by Mr. Hardy, seconded by Mr. Clegg, and upon vote, unanimously carried, it was

**RESOLVED** to approve the First Additional Services Addendum with Rios, Inc., as presented.

First Amendment to Development Services Agreement [Event Center]: Ms. Murphy and Mr. Booth presented the First Amendment to Development Services Agreement [Event Center] 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 First Amendment to Development Services Agreement [Event Center], as presented.

Development Services Agreement [Promenade Roads]: Ms. Murphy and Mr. Booth presented the Development Services Agreement [Promenade Roads] 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 Development Services Agreement [Promenade Roads] subject to final Board Member and legal review.

## RECORD OF PROCEEDINGS

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Discussion of Event Center RFQ Responses and Consideration of Recommendation to Invite Selected Contractors to Submit Formal RFP's for the Event Center Project: Mr. McEvoy and Mr. Woolard discussed Event Center RFQ Responses and Consideration of Recommendation to Invite Selected Contractors to Submit Formal RFP's for the Event Center Project. Mr. Woolard provided an update on future procedure and timing related to the RFP's, and presented the companies recommended to submit formal RFP's based on scoring criteria as follows: Big D, Layton, Okland, Mortenson. 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 invite Big D, Layton, Okland, and Mortenson to Submit Formal RFP's for the Event Center Project, as presented.

### DISCUSSION ITEMS

Insurance: Mr. Woolard discussed possible insurance options with the Board through Gallagher, highlighting possible scenarios and coverage.

### ADMINISTRATIVE NON-ACTION ITEMS

There were no Administrative Non-Action items to discuss.

### ADJOURNMENT

There being no further business to come before the Board, upon a motion duly made by Mr. Nicoll, seconded by Mr. Hardy, 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.

## POINT PHASE 1 PUBLIC INFRASTRUCTURE DISTRICT NO. 1 CONTRACT

**Name of Contractor/Provider/Consultant:** DUNN ASSOCIATES, INC.

**Title of Agreement/Contract:** Proposal for Structural Engineering Services

**Agreement/Contract Date:** October 16, 2025

This Contract (this “Agreement”) is made by and between Point Phase 1 Public Infrastructure District No. 1, a political subdivision of the State of Utah (the “District”) and the above-referenced contractor, provider, or other consultant (the “Contractor”).

Introduction. The District and the Contractor desire to enter into this Contract to be effective as of the date above.

1. Scope of Services. The Contractor shall perform the services set forth in **Exhibit A** (the “Services”): (a) in a first-class manner, to the satisfaction of the District, using the degree of skill and knowledge customarily employed by other professionals performing similar services; (b) within the time period specified in this Agreement; (c) in such a manner as to minimize any annoyance, interference, or disruption to the residents, tenants, occupants, and invitees within the District; and (d) in compliance with all applicable federal, state, county, and local or municipal statutes, ordinances, and regulations.

2. Compensation of Services. The District shall provide compensation for the Services provided under this Agreement in accordance with the compensation schedule attached hereto as **Exhibit A**. The Contractor shall be responsible for all expenses it incurs in performance of this Agreement and shall not be entitled to any reimbursement or compensation except as provided herein, unless said reimbursement or compensation is approved in writing by the District in advance of such expenses being incurred. Exhibit A may take any form. In the event of any conflict between terms set forth in the body of this Agreement and terms set forth in Exhibit A, the terms in the body of this Agreement shall govern.

3. Repairs/Claims. The Contractor shall immediately notify the District in writing of any and all damage caused by the Contractor to District property and that of third parties. The Contractor shall promptly repair or, at the District’s option, reimburse the District for the repair of any damage to District property caused by the Contractor or its employees, agents, or equipment.

4. Independent Contractor. The Contractor is an independent contractor, and nothing herein shall constitute or designate the Contractor or any of its employees or agents as employees or agents of the District. **The Contractor is not entitled to receive workers’ compensation benefits or unemployment insurance benefits from the District and the District will not provide any insurance coverage or employment benefits of any kind or type to or for the Contractor or its employees, sub-consultants, contractors, agents, or representatives. The Contractor is obligated to pay federal and state income tax on any moneys paid pursuant to this Agreement.** The Contractor shall have full power and authority to select the means, manner, and method of performing its duties under this Agreement, without detailed control or direction from the District, and shall be responsible for supervising its own employees or subcontractors.

5. Warranty and Permits. The Contractor guarantees and warrants that all workmanship, materials, and equipment furnished, installed, or performed for the accomplishment of the Services (collectively, the “Work”) will be of good quality and new, unless otherwise required or permitted by this Agreement. The Contractor further warrants that the Work will conform to all requirements of this Agreement and the applicable building code and all other applicable laws, ordinances, codes, rules, and regulations of any governmental authorities having jurisdiction over the Work. The Contractor hereby warrants the Work for a period of one (1) year from the date of completion and initial acceptance of the Work. The Contractor will immediately correct or replace any Work that is defective or not conforming to this Agreement, at its sole expense, to the reasonable satisfaction of the District. The Contractor’s guarantees and warranties shall in all

cases survive termination of this Agreement. This warranty shall be enforceable by the District and its successors and assigns.

6. Contractor's Insurance. The Contractor shall acquire and maintain, at its sole cost and expense, during the entire term of the Agreement, the following insurance coverage: (i) Standard worker's compensation and employer's liability insurance covering all employees of Contractor involved with the performance of the Services, with policy amounts and coverage in compliance with law; (ii) Commercial General Liability Insurance with minimum limits of liability of not less than \$2,000,000 per occurrence for bodily injury and property damage liability; \$2,000,000 designated location, general aggregate; and \$1,000,000 umbrella; (iii) Comprehensive Automobile Liability Insurance covering all owned, non-owned, and hired automobiles used in connection with the performance of the Services, with limits of liability of not less than \$1,000,000 combined single limit bodily injury and property damage; and (iv) any other insurance commonly used by contractors for services of the type to be performed pursuant to this Agreement. All coverage provided pursuant to this Agreement shall be written as primary policies, not contributing with and not supplemental to any coverage that the District may carry, and any insurance maintained by the District shall be considered excess. The Commercial General Liability and Comprehensive Automobile Liability Insurance policies will be endorsed to name the District as an additional insured. The Contractor's failure to purchase the required insurance shall not serve to release it from any obligations, nor shall the purchase of the required insurance serve to limit the Contractor's liability. The Contractor shall be responsible for the payment of any deductibles on issued policies.

7. Indemnification. The Contractor shall defend, indemnify, and hold harmless the District and each of its trustees, directors, officers, contractors, employees, agents, and consultants, from and against any and all claims, demands, losses, liabilities, actions, lawsuits, damages, and expenses, including legal expenses and attorneys' fees, arising [directly or indirectly] out of the errors or omissions, negligence, willful misconduct, or any criminal or tortious act or omission of the Contractor or any of its subcontractors, officers, agents, or employees. The Contractor is not obligated to indemnify the District for the District's own negligence. This indemnification obligation will not be limited in any way by any limitation on the amount or types of damages, compensation, or benefits payable by or for the Contractor under workers' compensation acts, disability acts, or other employee benefit acts. Such indemnity shall survive the expiration or termination of this Agreement. To the extent the District is or may be obligated to indemnify, defend, or hold Contractor harmless under the terms of the Agreement, any such indemnification obligation shall arise only to the extent permitted by applicable law and shall be limited solely to sums lawfully appropriated for such purpose in accordance with this Agreement.

8. Termination. Either party may terminate this Agreement for cause or for convenience upon ten (10) days' prior written notice to the other party. If the Agreement is terminated, the District shall compensate the Contractor for all Services satisfactorily performed prior to the designated termination date, including reimbursable expenses due. The District shall make this payment in the normal course of business.

9. Governing Law / Disputes. This Agreement and all claims or controversies arising out of or relating to this Agreement shall be governed and construed in accordance with the law of the State of Utah, without regard to conflict of law principles that would result in the application of any law other than the law of the State of Utah. Venue for all actions shall be in the District Court in and for the county in which the District is located.

10. Subject to Annual Appropriation and Budget. The District does not intend hereby to create a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever. Pursuant to Utah Code § 63G-6a-1204, the Parties hereby agree that this contract may not continue or be renewed for any year after the first year of the multiyear contract if adequate funds are not appropriated or otherwise available to continue or renew the contract. The obligations of the District under this Agreement are subject to annual budgeting and appropriations, and the Contractor expressly understands and agrees that the decision whether or not to budget and appropriate funds is within the discretion of the District's governing body, and the obligations of the District shall extend only to monies appropriated for the purposes of this Agreement and shall not constitute a

mandatory charge, requirement, or liability in any ensuing fiscal year beyond the then-current fiscal year. The District and Contractor understand and intend that the District's obligation to make payments and pay other amounts due under the Agreement shall constitute a current expense and shall not in any way be construed to be a debt in contravention of any applicable constitutional or statutory limitations or requirements.

11. 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 or available to the District pursuant to the Governmental Immunity Act of Utah, Utah Code §§ 63G-7-101, *et seq.*

12. Remedies. To the extent the Contractor's remedies for a District default under the Agreement include any right to accelerate amounts to become due under the Agreement, such acceleration shall be limited solely to sums lawfully appropriated for such purpose and shall further be limited to amounts to become due during the District's then-current fiscal period.

13. Negotiated Provisions. This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the parties, it being acknowledged that each party has contributed substantially and materially to the preparation of this Agreement.

14. Severability. If any portion of this Agreement is declared by any court of competent jurisdiction to be void or unenforceable, such decision shall not affect the validity of any remaining portion, which shall remain in full force and effect. In addition, in lieu of such void or unenforceable provision, there shall automatically be added as part of this Agreement a provision similar in terms to such illegal, invalid, or unenforceable provision so that the resulting reformed provision is legal, valid, and enforceable.

15. Miscellaneous. This Agreement constitutes the entire agreement between the parties with respect to the matters addressed herein, and shall supersede all prior oral or written negotiations, understandings, and commitments.

16. Counterpart Execution. This Agreement may be executed in several counterparts, each of which may be deemed an original, but all of which together shall constitute one and the same instrument. Executed copies hereof may be delivered by facsimile or email of a PDF document, and, upon receipt, shall be deemed originals and binding upon the signatories hereto, and shall have the full force and effect of the original for all purposes, including the rules of evidence applicable to court proceedings.

By the signature of its representative below, each party affirms that it has taken all necessary action to authorize said representative to execute this Agreement.

<b>District:</b>  By: _____  Name: _____  Title: _____	<b>Contractor:</b>  By: _____  Name: _____  Title: _____
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**Exhibit A**  
Scope of Services/Compensation Schedule



**DUNN ASSOCIATES, INC**  
Consulting Structural Engineers

September 3, 2025

RIOS Boulder  
1980 8th Street  
Boulder, CO 80302

## PROPOSAL FOR STRUCTURAL ENGINEERING SERVICES

Project: 250277 – The Point Promenade – Landscape Site Elements  
Draper, Utah

Dear Ryan:

We appreciate the opportunity to assist with the structural design of the architectural site elements outlined in the referenced project. Based on our previous discussions, we understand that our structural input will focus on the sizing and reinforcement of concrete elements identified in the drawings attached to the end of this proposal.

### Scope of Work

We propose to provide structural engineering services for the design of the following architectural site elements. Our scope includes providing redlines of structural requirements on architectural details, preparation of drawings (where indicated), and any required calculations to support the design intent. Design Elements Included:

1. **Custom Bench Seating Walls**
  - Structural design of seat walls
  - Foundation design
2. **Feature Bench Slabs**
  - Slab reinforcing layout and detailing
3. **Feature Fire Feature**
  - Structural support and integration with architectural design
4. **Fire Pit**
  - Structural detailing and foundation design
5. **Feature Boulder Footing**
  - Design of footing to support architectural boulders
6. **Boulder Bollard Footing**
  - Structural design of footings for boulder-style bollards
7. **Water Feature Vault**
  - Coordination with water feature designer and structural design of a subgrade vault for water feature equipment.
  - Preparation of structural drawings for the water feature vault, including notes, plans, sections, and details necessary for construction

### Fee Structure

This proposal is based on a **time and expense** agreement with the following terms:

- **Minimum Fee:** \$3,500
- **Not-to-Exceed Amount:** \$6,000
- **Hourly Rate:** See rate table Appendix A.
- Additional services beyond the base scope (e.g., further rounds of city comments or design revisions) will be billed hourly and coordinated with the client prior to commencement.



#### Assumptions

- Architectural drawings provided are final or near-final and accurately reflect design intent.
- Geotechnical information (e.g., soil bearing capacity) will be provided by others and is assumed to be sufficient for standard shallow foundations.
- Coordination with other disciplines (e.g., MEP, Civil, Water Feature Designer) will be handled by the client or architect.
- Review and response to one round of comments from the client or permitting authority is included.

#### Exclusions

The following items are **excluded** from this proposal unless specifically requested and agreed upon in writing:

- Civil or geotechnical engineering services, including soil reports or site grading.
- Structural design of elements not listed in the scope above including aluminum frames for bench seating area and attachments.
- Construction administration services (e.g., site visits, RFIs, submittal reviews) unless specifically requested and authorized.
- Design of utilities, drainage, or civil engineering components.
- Seismic analysis or design beyond standard code requirements.
- Any redesign required due to changes in architectural layout after structural design has commenced.

We thank you for the opportunity to provide you with this proposal. We have made our best attempt to determine our scope for this project. However, if we have misinterpreted this scope in any way, please let us know so adjustments can be made. Direction to proceed will constitute acceptance of this proposal. A formal contract will follow as the structural fee is finalized. Thank you very much for your consideration.

Respectfully yours,

DUNN ASSOCIATES, INC.

Tait A. Ketcham, SE  
Principal, President

DUNN ASSOCIATES, INC.

David R. Dunn, SE  
Principal, CEO

#### Appendix A – Hourly Rate Schedule

The following hourly rates apply to services provided under this agreement for any work performed outside the base scope or beyond the not-to-exceed minimum amount:

Depositions & Court Appearances .....	\$250/hr.
Principal/Chief Engineer/Director .....	\$195/hr.
Senior Associate.....	\$185/hr.
Associate .....	\$170/hr.
Project Manager .....	\$150/hr.
Project Engineer.....	\$125/hr.
Engineer-in-Training .....	\$110/hr.
Senior Drafter .....	\$100/hr.
Drafter .....	\$70/hr.
Intern .....	\$70/hr.
Administration.....	\$50/hr.



1° = 1'-0" **6**

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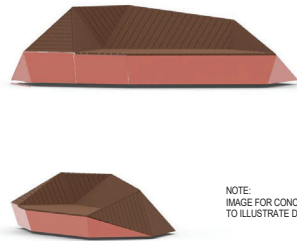


- 1" = 1'-0" (3)

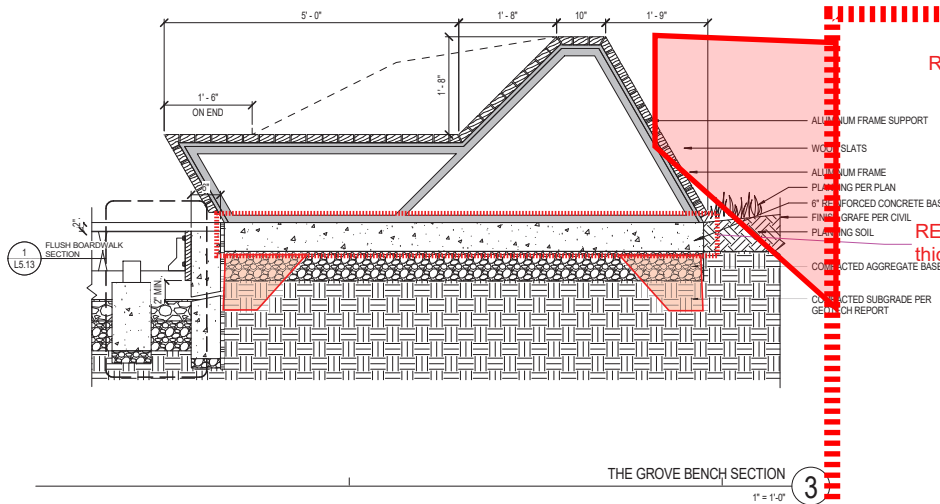
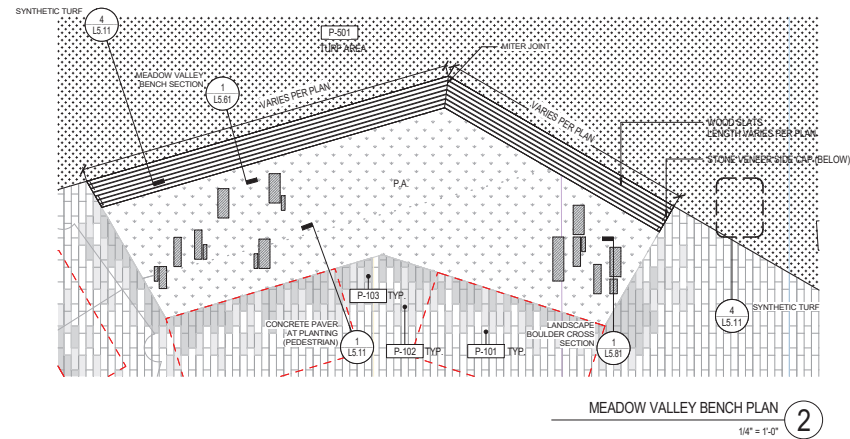
- 1" = 1'-0" (2)

- 1" = 1'-0"





A group of people and a dog are sitting on a wooden bench in a park. The bench is made of light-colored wood and is situated on a grassy area. There are trees and a paved path in the background. The people are dressed in casual summer clothing. A dog is lying on the bench next to one of the people.



REINFORCING / SIZE

WOOD

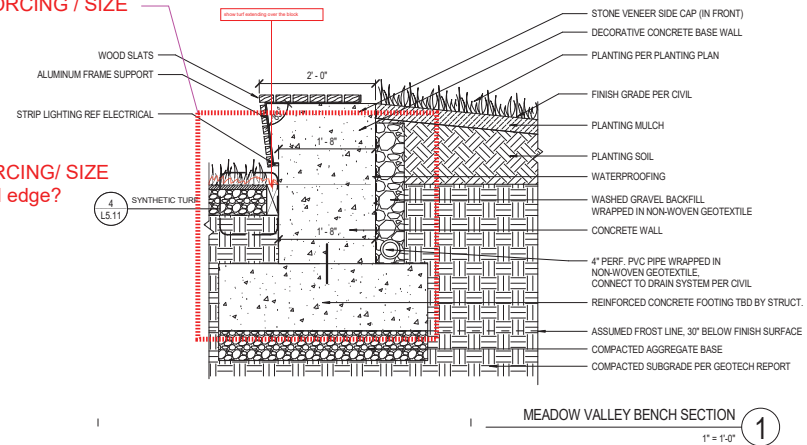
ALUMINUM FRAME SUR

STRIP LIGHTING REF ELECT

TE BASE

thickened edge?

4





NOTE: IMAGE FOR CONCEPTUAL REFERENCE ONLY, TO ILLUSTRATIVE DESIGN INTENT



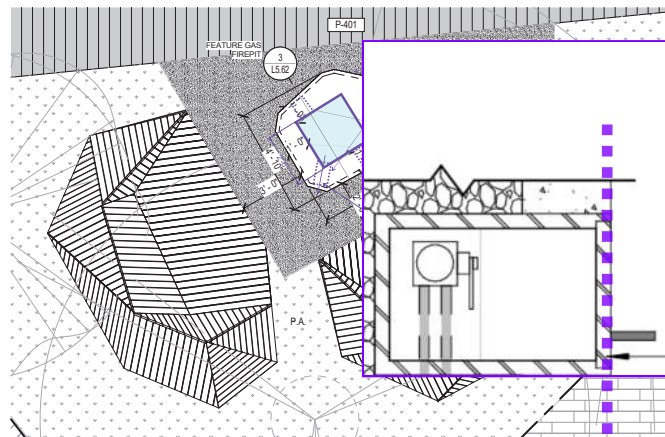
DASH IN THE SECTINO OF THE GROVE  
BENCH, PUT TRANSFORMER +  
IN-GRADE VAULT IN SLAB

: IMAGE FOR CONCEPTUAL REFERENCE ONLY, TO ILLUSTRATIVE DESIGN INTENT



will the rep provide additional information for this?

software + controls

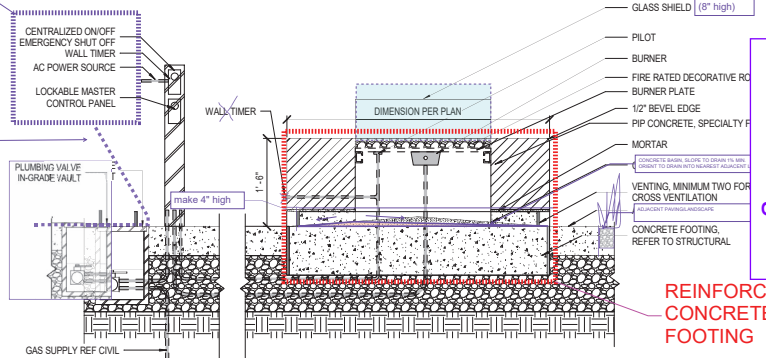
A person with grey hair, wearing a dark jacket and blue jeans, is sitting on a white, curved bench. To their right is a large, glowing orange sphere with a textured surface. The background is a bright, overexposed outdoor area with a white fence and some greenery.

PLUMBING VALVE  
IN-GRADE VAULT

FEATURE GAS FIREPIT  $36" = 10'$  4

will the rep provide additional information for this?

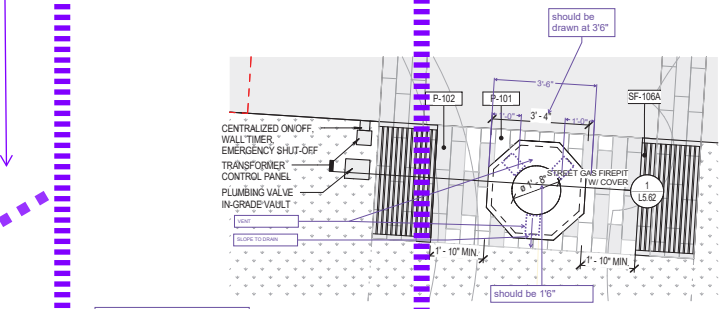
software + controls



make 4" high

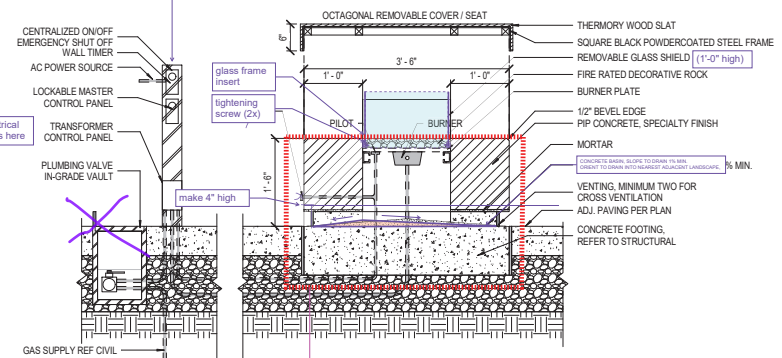
## REINFORCING / SIZING OF CONCRETE FIXTURE AND FOOTING

### FEATURE GAS FIREPIT



STREET GAS FIREPIT W/ COVER

Owned/Installed/Managed by PID  
Corporate system or individual.  
Preferred.  
Regional control system.  
Control system.



STREET GAS FIREPIT W/ COVER

## REINFORCING / SIZING OF CONCRETE FIXTURE AND FOOTING

PROJECT:

## POINT OF THE MOUNTAIN PROMENADE

SUBMITTAL TYPE: PERMIT SET  
SUBMITTAL DATE: 03/14/25

REVISION SCHEDULE

[illegible]

DRAWN BY:

CHK'D BY:

**COPYRIGHT:**

SHEET TITLE:

## CUSTOM FIRE FEATURE DETAILS

SHEET:

**L5.62**

FEATURE BOULDER PLANTING SECTION 3



## SECOND ADDITIONAL SERVICES ADDENDUM

**THIS SECOND ADDITIONAL SERVICES ADDENDUM** (this “Addendum”) is entered into as of October 16, 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. WHEREAS, 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.

C. WHEREAS, the Client and Consultant entered into that certain First Additional Services Addendum dated August 18, 2025.

D. 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 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**

September 4, 2025

Aric Yarberry  
Lincoln Property Company  
4041 MacArthur Blvd. | Suite 500  
Newport Beach, CA 92660

Sent via email: [ayarberry@lpc.com](mailto:ayarberry@lpc.com)

**Additional Service Proposal # 06**  
**Structural Design – Site and Vault**  
**The Point Promenade / RIOS Proj. No. 24029**

Dear Aric and team,

We are pleased to provide you with this additional service proposal for consultant services for The Point Promenade project located in Draper, Utah.

**SCOPE OF WORK**

RIOS will be servicing the attached consultant proposal for the scope of services provided, covering structural design of site elements including water feature vault.

**FEE SUMMARY**

Consultant Fee (see Exhibit A, attached).....	\$ 6,000.00
<u>RIOS Administrative Fee (10% of consultant fee).....</u>	<u>\$ 600.00</u>
<b>Total for Additional Services.....</b>	<b>\$ 6,600.00</b>

**TERMS & CONDITIONS**

1. This proposal is conditioned by the existing PROFESSIONAL SERVICES AGREEMENT between Rios, Inc. (RIOS) and CLW POINT PARTNERS, LLC, dated May 24, 2024. The terms and conditions of that agreement are incorporated into this agreement by reference.

Please call if you have any questions regarding this proposal. To authorize us to proceed with this work, please return a signed copy of this proposal.

Sincerely,

RIOS



Mark Motonaga  
Creative Director

[Signature Page to Follow]

CLIENT: CLW POINT PARTNERS, LLC  
c/o Lincoln Property Company

Accepted By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

**RIOS.com**

**Los Angeles** 3101 West Exposition Place, Los Angeles, CA 90018, US  
**Austin** 1711 E. Cesar Chavez Street, Suite B, Austin, TX 78702, US  
**Boulder** 1980 8th Street, Boulder, CO 80302, US

**London** 4 Great Portland Street, 5th Floor West, London W1W 8QJ, UK  
**Singapore** 31 Tanjong Pagar Road, #02-01, Singapore 088454, SG  
**Shanghai** ANKEN Avenue, B-3G, 300 Jiang Chang West Road, Shanghai, CN

**RIOS**

## SECOND ADDITIONAL SERVICES ADDENDUM

**THIS SECOND ADDITIONAL SERVICES ADDENDUM** (this “Addendum”) is entered into as of October 16, 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:

A. WHEREAS, 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.

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.

C. WHEREAS, the Client and Consultant entered into that certain First Additional Services Addendum dated August 18, 2025.

D. 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**

### **AMENDMENT NUMBER NO.3 TO THE AGREEMENT BETWEEN CLIENT AND KIMLEY-HORN AND ASSOCIATES, INC.**

This is Amendment number 3 dated August 21, 2025 to the agreement between CLW Point Partners, LLC ("Client") and Kimley-Horn and Associates, Inc. ("Consultant") dated September 9, 2024 ("the Agreement") concerning POM IPP Main Street Design (the "Project").

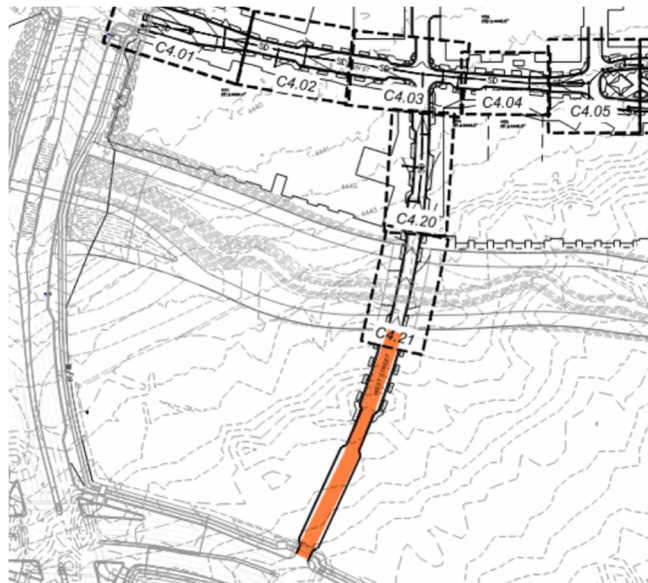
The Consultant has entered into the Agreement with Client for the furnishing of professional services, and the parties now desire to amend the Agreement.

The Agreement is amended to include services to be performed by Consultant for compensation as set forth below in accordance with the terms of the Agreement, which are incorporated by reference.

Consultant will perform the following services:

#### **Task 1: Extend Design of West Road**

Kimley-Horn's initial scope involved designing the West Road from the Promenade to the south side of the River to Range open space. This modification expands the design area from the south side of the River to Range to the South Loop Road as shown highlighted in orange in Exhibit 1. The design will follow Draper City standards and will feature parallel parking on one or both sides of the street. Utilities included in the design comprise culinary water, secondary water, sanitary sewer, storm drain, electrical and communications systems.



*Exhibit 1 – West Road Extension*

Utilities and roadway elements for the roadway extension are assumed to match currently designed and approved vertical and horizontal locations from POM Infrastructure Package for the South Loop Road. Additional plan sheets will be added for roadway plans and profiles, grading, and utilities.

#### **Task 2: Pavillion Utilities**

The original scope did not fully account for the complex design requirements of the pavilion buildings and their associated utility services. Instead of a single utility stub for each pavilion area, as initially planned, each pavilion buildings now require dedicated utilities for each building, including individual meters, firepit drains, grease interceptors, and other essential connections.

To properly illustrate these expanded utility needs, additional detailed sheets will be included to clearly outline the utility improvements for each pavilion.

### **Task 3: Coordination with Landscape Architects**

The landscape architects' design schedule was not aligned with Kimley-Horn's, trailing behind the civil design efforts. As road widths evolved, the planter geometry needed to be adjusted accordingly, including reducing tree spacing on several roadways, prompting several rounds of coordination and revisions with the landscape team. These changes also impacted the roadway, grading, and utility plans, which underwent multiple updates to maintain proper integration and alignment across disciplines.

In conjunction with the civil plan updates and ongoing coordination efforts, the irrigation system design will be revised to support the increased tree count and adjusted planting layout. This will include evaluating water demand, redesigning pipe routing and emitter placement, and ensuring adequate coverage for all newly positioned trees.

### **Task 4: Revise Phase 1 intersections to 26'**

Due to the requirement for enhanced fire access, several (current and future) roads within Phase 1 were widened to 26 feet. As a result, the design plans for DFCM Package 2A and 2B had to be updated to reflect these changes at each affected intersection. This necessitated a revision of the construction documents, followed by the issuance of formal change orders to the contractor to ensure the modifications were implemented correctly during construction.

### **Task 5: Concept Parking for H6A, H6C, H4B and H8A**

Following the meeting held on July 31, the Client has requested that Kimley-Horn prepare a concept design for several proposed temporary surface parking lots, specifically Lots H6A, H6C, H4B, and H8A. The concept design effort will encompass a comprehensive evaluation and preliminary layout of each site, addressing the following key components:

- **Design Standards Review** - Conduct a thorough review of the Point design standards and guidelines for temporary surface parking facilities. This includes identifying requirements related to setbacks, lighting, pavement materials, signage, and other relevant criteria to ensure compliance and functionality.
- **Conceptual Layout and Stall Count** - Develop a conceptual site layout for each proposed lot to determine the optimal number of parking stalls. The layout will consider efficient use of space, circulation patterns, and potential constraints specific to each location.
- **Drainage Assessment** - Evaluate the existing site conditions and identify any necessary drainage design elements to manage stormwater effectively. This includes assessing grading, potential low points, and temporary drainage solutions appropriate for short-term use.
- **Access and Egress Analysis** - Analyze and propose suitable access points for each lot, taking into account the size of the lot, anticipated traffic volume, constructed roadways and stall count. The evaluation will also include recommendations for safe and reasonable egress to minimize congestion and ensure smooth vehicular flow.
- **Traffic Circulation and Flow** - Ensure clear internal circulation patterns for vehicles, including turning radii, one-way vs. two-way lanes, and pedestrian pathways. Poor circulation can lead to congestion and safety issues.
- **Pedestrian Safety and Accessibility** - Include designated pedestrian walkways, ADA-compliant access routes, and safe crossings to minimize conflicts between vehicles and pedestrians.
- **Site Preparation and Grading** - Assess the need for site clearing, grading, and compaction to provide a stable surface. Temporary lots often use alternative paving materials like gravel or asphalt millings, which require proper base preparation.

- **Signage and Wayfinding** - Plan for temporary signage to guide drivers and pedestrians, including entrance/exit signs, directional arrows, stall numbering, and ADA signage.
- **Erosion Control** - Consider erosion control, dust suppression, and protection of nearby vegetation or water bodies. Temporary lots should minimize environmental disruption.
- **Temporary Utilities and Lighting** - Evaluate the need for temporary lighting for safety and security. Solar-powered or portable lighting may be viable options for short-term temporary parking.
- **Barriers and Edge Protection** - Determine need for temporary curbing, wheel stops, or fencing to define lot boundaries and prevent vehicles from encroaching on adjacent areas.

### **Schedule**

Consultant and Client agree to the following general schedule in connection with the services set forth above:

Kimley-Horn will perform the services as expeditiously as practicable with the goal of meeting a mutually agreed upon schedule.

### **Fee**

For the services set forth above, Client shall pay Consultant the following lump sum compensation:

Task 1: Extend Design of West Road	\$37,000
Task 2: Pavillion Utilities	\$12,500
Task 3: Coordination with Landscape Architects	\$9,500
Task 4: Revise Phase 1 Intersections to 26 feet	\$8,500
Task 5: Concept Temporary Parking	\$29,000

**TOTAL:** **\$96,500**

CLIENT:

CLW POINT PARTNERS, LLC

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

CONSULTANT:

KIMLEY-HORN AND ASSOCIATES, INC.

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_