

POINT PHASE 1 PUBLIC INTRASTRUCTURE DISTRICT NO. 1

NOTICE OF REGULAR MEETING AND AGENDA

Trustees	Office	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

Date: March 19, 2026 (Thursday)

Time: 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:

[Join the meeting now](#)

Meeting ID: 236 721 302 280 3; Passcode: rY3jc9uV

+1 720-721-3140,,435163192#; Phone conference ID: 435 163 192#

I. ADMINISTRATIVE ITEMS

- A. Declaration of Quorum/Call to Order.
- B. Approval of Agenda.
- C. Public Comment for Non-Agenda Items. (Limited to 3-Minutes Per Person).
- D. Director Comment.

II. ACTION ITEMS

- A. Approval of Minutes – February 19, 2026, Board Meeting. **(Enclosure)**
- B. Consideration and approval of Letter to Water Pro, Inc. Regarding The Point – Phase 1 Promenade Infrastructure. **(Enclosure)**
- C. Consideration and approval of Change Order #1 with M. Arthur Gensler, Jr, and Associates, Inc. d/b/a Gensler **(Enclosure)**
- D. Consideration and approval of Fourth Additional Services Addendum with Kimley Horn and Associates, Inc. **(Enclosure)**
- E. Consideration and approval of Fourth Additional Services Addendum with Rios, Inc. **(Enclosure)**

III. DISCUSSION ITEMS

IV. ADMINISTRATIVE NON-ACTION ITEMS

- A. Confirmation of Completed 2026 Annual Trustee Training – Open and Public Meetings Act Training 2026.

V. ADJOURNMENT

*****The next Regular Meeting is scheduled for April 16, 2026*****

RECORD OF PROCEEDINGS

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

HELD
February 19, 2026

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
Trevor Nicoll – Trustee
Michael Ambre – Trustee

Trustees Absent, and Excused:

Zachary Clegg – Clerk & Secretary

Also in Attendance:

Megan Murphy, Esq., Bety Russon, Esq., and Blair Dickhoner, Esq;
WBA, PC.
Shannon McEvoy, Derek Campbell, Brendan Campbell, Jason Woolard,
and Jake Downing; Pinnacle Consulting Group, Inc.
Barrett Marrocco and Andrew Gaittens; 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 Boards considered the approval of the agenda. 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 agenda, as presented.

Public Comment: None.

Director Comment: None.

RECORD OF PROCEEDINGS

ACTION ITEMS

Minutes: Mr. McEvoy presented the minutes of the December 18, 2025, Joint Meeting to the Board. Following review, upon a motion duly made by Mr. Nicoll, seconded by Mr. Hardy, and upon vote, unanimously carried, it was

RESOLVED to approve the minutes of the December 18, 2025, Joint Meeting, as presented.

2025 Unaudited Financial Statements: Mr. B. Campbell presented the 2025 Unaudited Financial Statements to the Board and answered questions. Following review and discussion, upon a motion duly made by Mr. Hardy, seconded by Mr. Ambre, and upon vote, unanimously carried, it was

RESOLVED to approve the 2025 Unaudited Financial Statements, as presented.

Contract with Chapman Parking & Mobility (H4B Garage): Ms. Murphy presented the Contract with Chapman Parking & Mobility (H4B Garage) to the Board and answered questions. Following review and discussion, upon a motion made by Mr. Hardy, seconded by Mr. Booth, and upon vote, unanimously carried, it was

RESOLVED to approve the Contract with Chapman Parking & Mobility (H4B Garage), as presented.

Contract with Chapman Parking & Mobility (Events Center Garage): Ms. Murphy presented the Contract with Chapman Parking & Mobility (Events Center Garage) 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 Contract with Chapman Parking & Mobility (Events Center Garage), as presented.

Mr. Ambre discussed with the Board the procurement process for Chapman Parking & Mobility, noting that he recommends the District utilize the state procurement process for scopes exceeding, or expected to exceed \$50,000.00 in total costs.

Third Additional Services Addendum with Kimley Horn and Associates, Inc.: Ms. Murphy presented the Third 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

RECORD OF PROCEEDINGS

Mr. Booth, seconded by Mr. Hardy, and upon vote, unanimously carried, it was

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

Third Additional Services Addendum with Rios, Inc: Ms. Murphy presented the Third Additional Services Addendum with Rios, Inc., 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 Third Additional Services Addendum with Rios, Inc., as presented.

Resolution Regarding Acceptance of District Eligible Costs (Cost Certification #03) and Administrative Costs: Mr. Marrocco and Mr. B. Campbell presented the Resolution Regarding Acceptance of District Eligible Costs (Cost Certification #03) 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 #03) and Administrative Costs, as presented in the amount of \$794,514.65.

DISCUSSION ITEMS

Mr. Hardy presented an update on the Event Venue, noting that the Design contract was awarded to Layton Construction. The District expects \$7-8 million in design changes. Mr. Hardy noted that the costs will exceed original estimates, which were expected by the District.

ADMINISTRATIVE NON-ACTION ITEMS

Annual Conflict of Interest Disclosure Statement and Ethical Behavior Acknowledgement Forms: Mr. Downing discussed the status of pending Annual Conflict of Interest Disclosure Statement and Ethical Behavior Acknowledgement Forms.

Pending Signature Requests: Mr. Downing discussed the status of pending signatures with the Board.

RECORD OF PROCEEDINGS

ADJOURNMENT

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

The Point Phase 1 Public Infrastructure District No. 1
c/o Pinnacle Consulting Group, Inc.

March 13, 2026

Steve Cunningham
Water Pro, Inc.
12421 S 800 E Draper Ut 84020

RE: The Point – Phase 1 Promenade Infrastructure

Mr. Cunningham,

Thank you in advance for all of your assistance getting the subject secondary water extension agreements in place for The Point development. Payment is currently being processed the by the Point Phase 1 Public Infrastructure District No. 1 (the “**District**”).

Per your request all permitted plans for The Point Phase 1 Promenade are to be installed according to the Draper Irrigation Company, a Utah non-profit corporation (“**Draper Irrigation Company**”) construction standards and specifications.

All work installed by R&O Construction and their subcontractors will not be accepted under the terms of their agreement until proper inspection has been conducted and the completed work approved. Once substantial completion is met on the project and agreed to by all stakeholders a warranty period of 12 months will then commence.

Thank you again for ongoing help on this project and we look forward to a successful installation. Please feel free to reach out if you have any questions or concerns.

Sincerely,

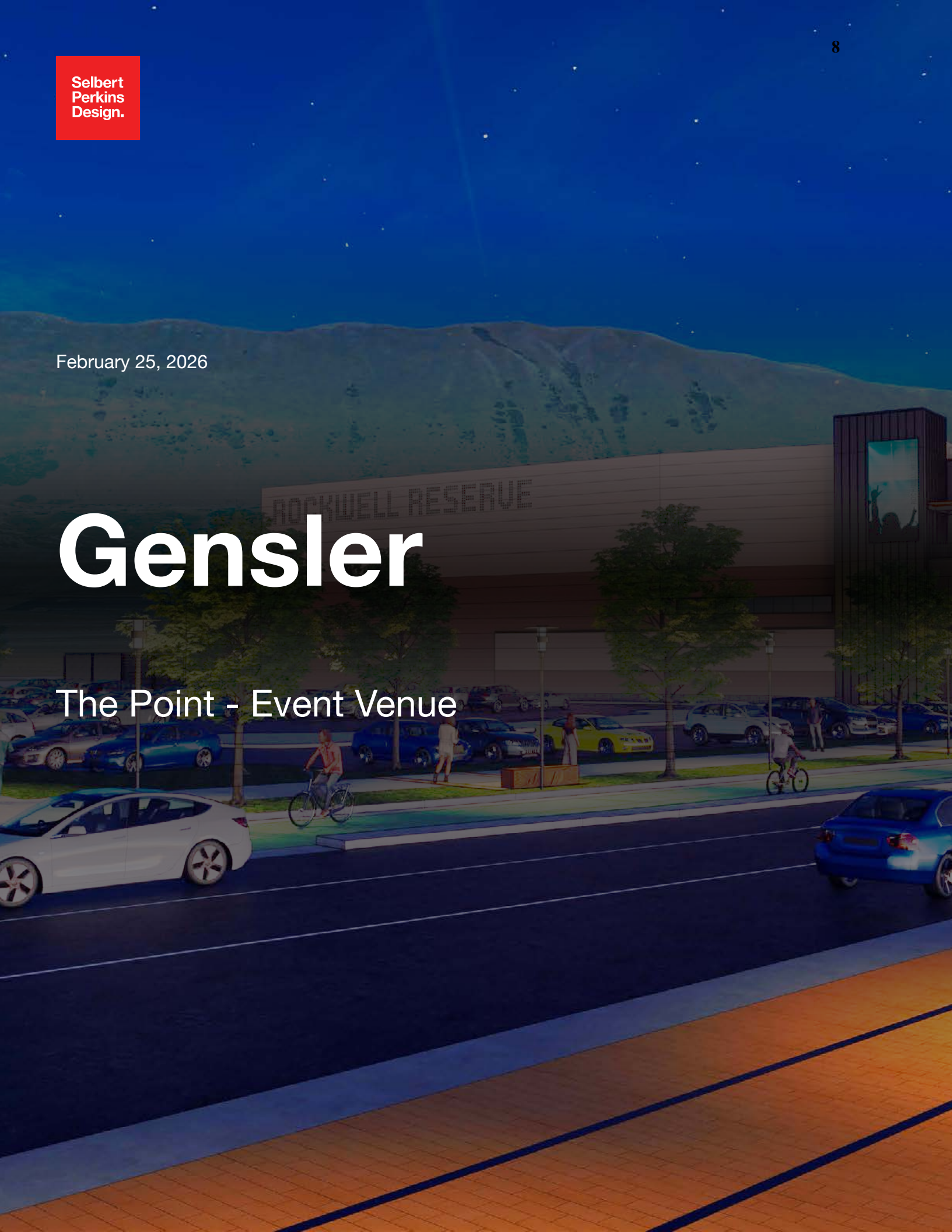
**POINT PHASE 1 PUBLIC INFRASTRUCTURE
DISTRICT NO. 1**, a quasi-municipal corporation
and political subdivision of the State of Utah

Officer of the District

February 25, 2026

Gensler

The Point - Event Venue



Olivia Ku
Studio Director
Gensler
500 South Figueroa Street
Los Angeles, CA 90071
213.327.3600
Olivia_Ku@gensler.com

Re: The Point - Event Venue

Dear Olivia,

Selbert Perkins Design (SPD) is pleased to submit our proposal for signage and wayfinding design services for the Event Venue at The Point in Draper, Utah. We are excited to support Gensler and The Point Partners in shaping a high-impact, purpose-built destination that serves as a cultural and civic anchor within this visionary development.

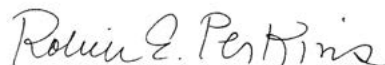
SPD brings extensive expertise in designing comprehensive signage systems for entertainment and public assembly environments. Our approach blends strategic planning, creative design, and technical precision to deliver intuitive wayfinding that enhances guest experience and supports operational efficiency. For the event venue, our scope will focus on delivering a signage program that:

- Reinforces the venue's unique identity and architectural vision
- Enhances the user journey across all public-facing spaces, including entries, lobbies, concessions, and seating zones
- Addresses critical back-of-house signage needs for staff, talent, and vendors

We look forward to working closely with Gensler to ensure that the signage and wayfinding program supports the venue's functional goals while contributing to the broader placemaking vision of The Point.

Thank you for the opportunity to be part of this exciting initiative.

Best regards,



Robin Perkins
Partner



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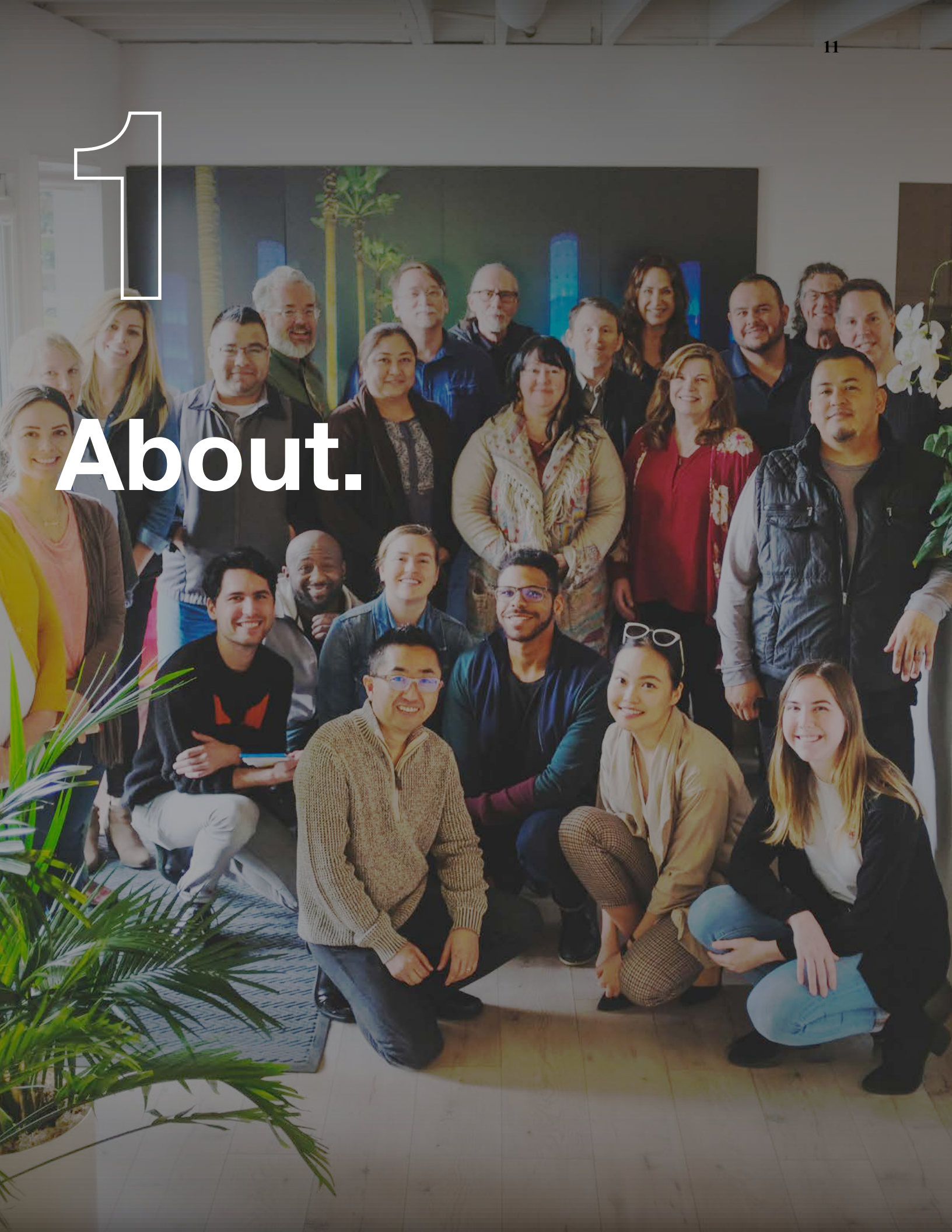
Fees & Terms.

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Project Samples.

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About.



About Selbert Perkins Design

**Every place has a story,
every story has a place.™**

Selbert Perkins Design (SPD) is a multidisciplinary, international design firm specializing in wayfinding, placemaking, and place branding. SPD has offices in Boston, Chicago, Los Angeles, and Shanghai, with a combined staff of 54.

SPD has collaborated with owners, developers, architects, cities, and towns worldwide for over three decades to create iconic landmarks and gateways, branded environments, signage and wayfinding master plans, public art, and placemaking elements. We work collaboratively to discover strategic solutions to improve the user experience, make spaces more legible and memorable, and create moments of delight.

Design Services

- Wayfinding Systems
- Signage Design
- Murals and Graphics
- Print and Digital Mapping
- Media Integration
- Master Planning
- Community Engagement
- Digital Surveys and Focus Groups
- Branding and Identity Design
- Brand Roll-outs
- Marketing Materials
- Print and Digital Graphic Design
- Placemaking
- Public Art & Sculpture

Firm History

- 1982 - Clifford Selbert Design opened Cambridge, Massachusetts office
- 1992 - Opened California office
- 1996 - Incorporated as Selbert Perkins Design Collaborative
- 2003 - LA office becomes certified WBE firm
- 2006 - Chicago office opened
- 2008 - Shanghai office opened

Contacts

Robin Perkins
Partner
RPerkins@selbertperkins.com
310.822.5223 x208
432 Culver Blvd
Playa del Rey, CA 90293

Dominique Logan
Principal of Business Development
DLogan@selbertperkins.com
310.822.5223 x214
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Playa del Rey, CA 90293

Visit us at: SelbertPerkins.com

Multi-Use Entertainment Venues Experience Summary

Selbert Perkins Design plans, designs, and implements integrated signage, wayfinding, branding, and placemaking for multi-venue districts—stadiums/arenas, live entertainment, dining, retail, and public realm. Our work clarifies circulation, elevates identity, and creates memorable guest journeys for both event surges and everyday use.

Clients (Partial List)

Selbert Perkins Design has over 3 decades of experience partnering with venue operators, developers, and public agencies to deliver integrated signage, wayfinding, and placemaking for multi-use entertainment districts—collaborating with 50+ municipalities and private clients nationwide. Below is a partial list of representative projects:

- Downtown Disney, Anaheim, CA
- The Battery (Atlanta Braves), Atlanta, GA
- Texas Live!, Arlington, TX
- Ballpark Village, St. Louis, MO
- Kansas City Power & Light, Kansas City, MO
- Distrito T-Mobile, San Juan, PR
- Xfinity Live!, Philadelphia, PA
- Power Plant Live!, Baltimore, MD
- Waterside District, Norfolk, VA
- Fremont East, Las Vegas, NV
- Vivo! Miami, Miami, FL
- Live! Pointe Orlando, Orlando, FL
- Baha Mar Resort & Casino, Nassau, Bahamas
- City Creek Center, Salt Lake City, UT
- Novus Innovation Corridor, Tempe, AZ
- Las Vegas Gateway, Las Vegas, NV
- District Detroit, Detroit, MI
- Dahua 1935, Xi'an, China

Wayfinding Experience

- Analyze master plans and operations to map arrival, ingress/egress, and peak-load flows.
- Plan multi-modal networks linking parking, transit, rideshare, VIP, and back-of-house.
- Develop permanent and event-day/temporary strategies for crowds, queues, and closures.
- Establish message hierarchies and zoning for venues, streets, plazas, and retail.
- Deliver modular systems that are scalable, maintainable, and cost-effective.

Placemaking & Environmental Graphics Experience

- Create gateways, landmarks, and district identifiers with high photo/share value.
- Integrate art, lighting, media, and site furnishings to activate streets and plazas.
- Coordinate sponsor/tenant overlays without compromising legibility or brand cohesion.
- Design storefront, façade, and amenity graphics that reinforce place character.

Branding & Digital Communications Experience

- Develop district brand frameworks and visual systems for static and digital touchpoints.
- Define tenant and sponsorship signage standards across venues and parcels.
- Plan digital content zones (scoreboards, ribbons, kiosks, totems) and takeover states.
- Provide toolkits that support marketing, operations, and future expansions.



Project Team

Robin Perkins will lead the creative direction for the project. Andrew Davey will serve as the primary point of contact, attending all meetings and ensuring consistent communication with stakeholders. He is committed to addressing issues promptly and maintaining the project's schedule and budget.



Robin Perkins Partner

Robin's visionary approach to art, design and communications in the built environment and her creative strategy have merited national and international distinction for design excellence. Robin is SPD's strategic and conceptual leader for all types of projects. With extensive worldwide experience as creative/art director in signage and wayfinding master planning, she is uniquely qualified to lead SPD's design team. As a pioneer in environmental design, Robin's multidisciplinary background and innovative approach are reflected in her leadership on civic branding and wayfinding projects for Los Angeles World Airports, Port of Los Angeles, Union Station, and municipalities throughout California and nationwide.



Andrew Davey Partner / Creative Director

Andy Davey will act as the Creative Director and primary point of contact for the SMF project. Andy's expertise spans print, environmental, interactive, and digital communications, and he has led award-winning wayfinding programs for major transportation and civic clients. He will direct the creative team, lead presentations, and oversee strategy development, ensuring alignment across all project phases. His collaborative leadership ensures a cohesive and future-ready signage program tailored to SMF's evolving infrastructure.



Art Orozco Project Manager

Art is a key member of the SPD production team. He brings a tremendous amount of experience to every project in the areas of design development, wayfinding organization, branding design, and 3D rendering/VR. With a background in architecture, Art has developed an ability to create detailed design sets and clearly communicate to teams the creative intentions from schematic designs to construction documents. His experience includes leading project coordination and technical development for major civic and transportation clients such as the City of Anaheim, City of Santa Monica, Metro Union Station, and Los Angeles International Airport.



Brandon Reeves Design Director (Secondary Point of Contact)

As Design Director at SPD, Brandon is a key contributor to the creative team. He oversees all aspects of projects, from initial concepts and presentation layouts to design development and artwork. Working closely with the project-leading Partner, Brandon brings ideas to life, pushing the boundaries of design excellence. His passion for innovation and commitment to detail make him an integral member of the team, fostering a collaborative and inspiring atmosphere.

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Approach.



Project Understanding

Selbert Perkins Design (SPD) understands that the event venue at The Point will serve as a premier cultural destination for Draper and the broader Salt Lake Valley—hosting concerts, festivals, civic gatherings, and community celebrations. As part of this transformative mixed-use development, the venue will play a vital role in establishing The Point as an active, connected, and experience-driven environment.

Our team will develop a comprehensive signage and wayfinding system that reinforces the architectural vision, enhances the guest journey, and supports back-of-house operations. SPD's approach balances creativity with functionality—ensuring that signage not only guides but also contributes to the overall identity and impact of the venue. We will work closely with Gensler and The Point Partners to integrate signage seamlessly into the built environment and broader placemaking strategy.

Facility Overview

- Located within The Point, a large-scale, multi-phase development in Draper, Utah, situated between Salt Lake and Utah Counties.
- The event venue is envisioned as a state-of-the-art indoor/outdoor performance space designed to host a diverse range of cultural, entertainment, and civic events.
- The venue is planned to support flexible seating arrangements, high-capacity attendance, and a full suite of guest and performer amenities, including concessions, VIP areas, and secure back-of-house functions.

Scope of Work Overview

- **Code Signage:** Design and documentation of all ADA-compliant and life-safety signage, including room identification, restroom, stair and elevator signage, emergency egress, and other regulatory requirements per local code and AHJ standards.
- **Wayfinding Signage:** Development of a comprehensive directional system for both public and back-of-house users, including pedestrian and vehicular signage, concourse and amenity identification, staff and talent circulation, and flexible signage strategies for event operations.
- **Environmental Graphics:** Integration of branded graphic elements that enhance the arrival experience and support placemaking, including entry identification, feature signage, wall graphics, and opportunities for storytelling, donor recognition, or sponsorship integration.

Project Understanding

Based on our understanding of the project, the following sign types may be included in the Signage and Wayfinding Master Plan:

Signage and Wayfinding Master Plan

Identification

- Venue/building Identity
- Exits
- District/precinct gateways
- Plaza/fan zone
- Landmarks
- Parking structure/lot
- Transit/rideshare interface markers
- Key Destinations

Direction

- Vehicular/pedestrian/bicycle routing to major destinations (venues, retail/dining, parking, transit)
- Event-day queuing and surge routing
- Garage wayfinding (levels/rows/aisles)
- Back-of-house/service routing

Information

- Site Directories
- Kiosks
- Map (Static)
- Ticketing/box office, event schedules, guest services

Regulation

- General Public Rules (i.e Trash, Dogs, etc)
- Regulatory and Code Required Signage

Amenities

- Recommendations for other enhancements
- Environmental Graphics

Exclusions

- Exterior Digital Sign
- Naming & Numbering Systems
- Branding
- Parking
- Donor Programs
- Digital Communications
- Print Communications
- Advertising/Revenue Generation Program
- Public Art Consulting & Program Management

Scope of Work

Concept Design

Meetings: (4) with project team

Schedule: 6 weeks

1. Kickoff with ownership, venue operations, security, traffic/media partners: confirm goals, scope, schedule, and approvals.
2. Review master plan, architectural elevations, landscape plans, potential design revisions, brand standards, and applicable sign codes/ordinances.
3. Inventory existing district signage (vehicular/pedestrian/bicycle) at gateways, venues, plazas, garages, transit/rideshare, VIP/valet, and back-of-house. Recommend consolidation, removal, relocation, or augmentation.
4. Confirm destination list and hierarchy: arenas/theaters, fan zones, retail/dining, ticketing/box office, guest services, and amenities.
5. Evaluate sites and circulation: entries/edges/corners, ingress/egress, queue and screening areas, surge/egress routes, sightlines, materials, and adjacencies.
6. Identify user groups and challenges: first-time guests, season ticket holders/VIP, staff, service/delivery, multilingual audiences, peak-event crowds.
7. Benchmark best practices: entertainment district wayfinding, crowd management, digital/static integration, and operational overlays.
8. Prepare and confirm Signage & Wayfinding Master Plan outline (Identification, Direction, Information, Regulation, Amenities).
9. Present outline to project team; refine per comments.
10. Develop conceptual approaches: visual language, dimensions, typography, symbols, color, preliminary materials; include event-day overlays and temporary elements.
11. Create preliminary location plans, sign type counts, and message hierarchy.
12. Present preliminary concepts (schematic elements + location plans); client selects one direction to refine.
13. Produce Concept Design Package with plans/sketches showing locations, typography, imagery, color, materials, size, shape, and structure.

Deliverables:

- Concept design package
- Preliminary sign location plans and recommendations
- Minutes from meetings and teleconferences

Scope of Work

Design Development

Meetings: (4) with project team

Schedule: 6 weeks

1. Advance the approved concept for venues, plazas, garages, transit/rideshare, VIP/valet, and back-of-house.
2. Produce elevations, plans, and perspective sketches describing size, shape, and character of all major elements.
3. Define materials/finishes, color palette, typefaces, iconography, lighting intent, and any digital/media integrations or sponsor/tenant overlays.
4. Update sign location plans; confirm sign counts; develop the message schedule (including event-day modes where applicable).
5. Present refinements and updated plans for review/approval; capture comments and decisions.
6. Compile a Design Development Package with scaled drawings, critical dimensions, elevations, sections, details, and specifications.

Deliverables:

- Design Development package
- Updated sign location plans and message schedule
- Minutes from meetings and teleconferences

Construction Documents

Meetings: (2) with project team

Schedule: 4 weeks

1. Confirm DD elements and add alternates to be documented.
2. Finalize sign location plans by type/zone.
3. Prepare construction documents and specifications: connection/mounting notes; drawings with scale, critical dimensions, elevations, sections/cross-sections, details, and color/material callouts indicating final intent for each sign type.
4. Note: fabricator to produce final shop drawings and final message schedule; engineering as required.
5. Provide electronic artwork as needed (logos, typography, graphic assets).
6. Assemble the complete CD package with location plans and message schedule template.

Deliverables:

- Construction documents package, including specifications & detailed drawings
- Final sign location plans & message schedule template
- Minutes from meetings and teleconferences

Scope of Work

Construction Administration

Meetings: As Needed Site and Fabricator Visits

Schedule: TBD

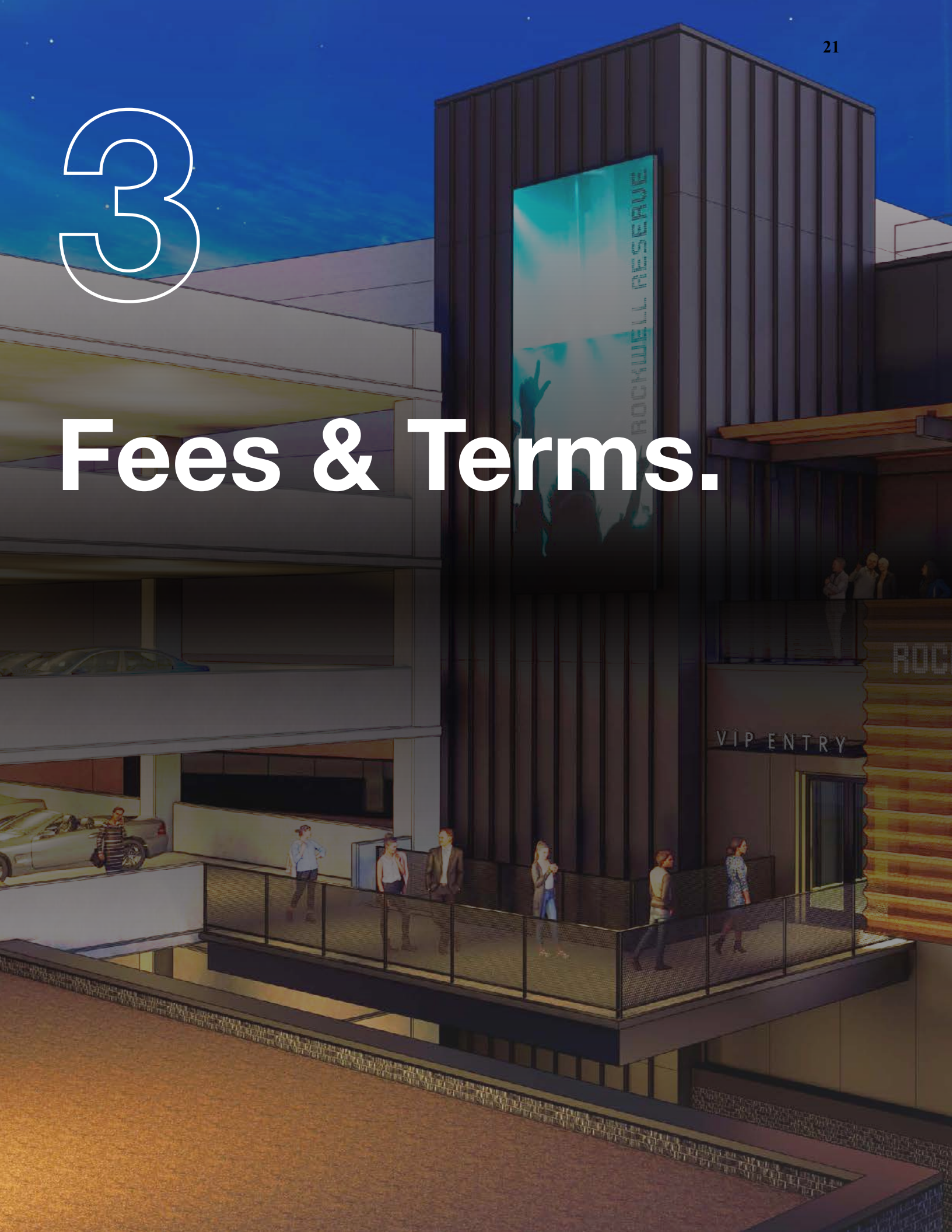
1. Prepare and issue the bid package (drawings/specs, addenda, alternates).
2. Manage bidder RFIs and clarifications.
3. Receive bids; qualify, rank, and recommend.
4. Support value engineering; revise as directed by Architect/Owner.
5. Conduct shop/factory visits to verify conformance with design intent.
6. Provide periodic status reports.
7. Consult with fabricator during shop drawing development.
8. Review shop drawings for conformance with design intent.
9. Issue clarification sketches and respond to RFIs.
10. Attend construction meetings, as required.
11. Review samples, mock-ups, and prototypes.
12. Perform site reviews at substantial completion; prepare punch list.
13. Prepare punch list for submittal to client team.

Deliverables:

- RFI documentation
- Electronic artwork to fabricator, as required
- Final fabrication/installation schedule & budget
- Final fabricated/installed signage and wayfinding elements (by fabricator)
- Punch list

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Fees & Terms.



Fee Proposal

Code Required Signage	Schedule	Fee
Concept Design	6 weeks	\$15,000
Design Development	6 weeks	\$10,000
Construction Documents	4 weeks	\$7,500
Construction Administration	TBD	\$5,000
Total		\$37,500 + expenses

Wayfinding Signage	Schedule	Fee
Concept Design	6 weeks	\$30,000
Design Development	6 weeks	\$25,000
Construction Documents	4 weeks	\$10,000
Construction Administration	TBD	\$10,000
Total		\$75,000 + expenses

Environmental Graphics	Schedule	Fee
Concept Design	6 weeks	\$30,000
Design Development	6 weeks	\$25,000
Construction Documents	4 weeks	\$10,000
Construction Administration	TBD	\$10,000
Total		\$75,000 + expenses

Expenses

All expenses such as color copies, material samples, travel and related costs, etc. are additional, and will be billed at cost without mark-up. Travel is estimated at \$600 per 1-person trip.

Payment Schedule

SPD invoices fees and expenses monthly. Terms are net 30.

Authorization & Acceptance

We require your signature in order to begin work. Please complete and return the following:

by date /...../.....
Selbert Perkins Design, Inc.

by date /...../.....
Gensler

Additional Services

The following items are considered additional services and/or services SPD does not provide and will be billed at a negotiated fee or standard hourly rates if required during the project. No additional services will be provided without prior written approval from the client.

- Engineering/drawings services.
- Preparation of shop drawings.
- Additional meetings beyond those outlined in the scope of work/proposal/contract.
- Final verification of ADA/code compliance.
- Final verification of universal design requirements.
- Digital programming or content development.
- Photography, illustration, copywriting/editing, printing, sign fabrication and installation, video production and post-production, and additional market research beyond SPD's defined scope.
- Trademark Research/Full Name Search and Opinion by attorney/legal consultations
- Significant changes and/or revisions to approved designs or scope of services.
- Change orders to any project components after client approval, including preparation of drawings, mechanicals, specifications, addenda, and other related services.
- Travel time, accommodations, and related expenses, including visits to vendors.
- Art direction for photography or illustration.
- Development of phone apps, websites, and digital media.
- Final heads-up map artwork and project-specific maps, such as evacuation or directory maps.
- Translation services.
- Attendance at press runs (for print projects only).
- Production of models or prototypes.
- Engagement of consultants or sub-consultants.
- Professional cost estimating services.
- Acquisition of permits and permit documents, including related meetings and presentations.
- Development of additional concept alternatives than what is outlined in the scope of work/proposal/contract.
- More than one (1) round of revisions to the final design concept.
- More than one (1) final design of all communication elements.
- Computer walk-throughs and animations.
- Converting or formatting electronic files to meet client standards.
- Close outs and/or as-built documentation.

Code Compliance and Approval Policy

SPD provides design drawings based on our interpretation of site-specific code compliance standards. However, code requirements are subject to updates and can vary depending on the location and the reviewing authority. For this reason, it is the responsibility of ownership to engage third-party compliance officers, specialty consultants, and engineers to review and approve signage for conformance with all applicable codes and structural requirements. This review may involve professionals such as ADA compliance officers, Fire Marshals, Health Department representatives, structural engineers, electricians, plumbers, or other specialists as required by the project scope. Final approval should be coordinated by ownership in collaboration with these officers, consultants, or departments prior to fabrication and installation. Additionally, all final design details, signage locations, and messaging must be thoroughly reviewed and approved by ownership before fabrication begins.

Terms & Conditions

Hourly Rates

- Partner - \$250
- Principal - \$200
- Design Director - \$175
- Project Manager - \$160
- Production Manager - \$160
- Senior Designer - \$150
- Production Designer - \$150
- Senior CAD Designer - \$150
- CAD Specialist/Designer - \$135
- Designer - \$135
- Administrators - \$100

Payment/Billing

Invoices for services rendered will be submitted in accordance with the project payment schedule, previously outlined. Payment is due upon receipt, unless otherwise agreed to in advance by SPD. If the Client disputes any charges, written notice of such disputed charges must be submitted to SPD within 10 days of receipt of invoice. SPD reserves the right to stop project work and withhold presentation materials if payments are not received when due. There is a finance charge of 2% a month for overdue invoices.

Expenses

Expenses are in addition to project fees. The Client will reimburse SPD for all out-of-pocket expenses incurred in connection with this project. These expenses include but are not limited to: professional photography, illustration and copywriting/editing, printing, fabricating, photo-retouching/manipulation, copies, model-making and model materials, postage and delivery charges. When travel is required in connection with the project, the Client will reimburse SPD for travel, transportation, living expenses, and related coordination. SPD requires two people to attend all international meetings. Reimbursable expenses will be billed at cost.

Cancellation/Postponement

In the event of the Client's cancellation or postponement of the project while it is in progress, all fees and expenses, incurred in the interest of the project to date of postponement or cancellation shall be paid by the Client within 10 days of the date that notice is given to SPD, unless otherwise agreed to in advance by SPD. SPD may withdraw from the project at any time for good cause which includes the Client's breach of this agreement, refusal to cooperate with SPD, or failure to pay SPD's fees or expenses according to agreed upon payment terms.

Releases

For editorial copy, artwork (including illustration and photography), etc. provided by the Client, and for use rights negotiated by the Client for editorial copy, artwork, talent etc., the Client will indemnify SPD against all claims and expenses, including reasonable attorneys' fees and costs, due to uses for which no release was requested of SPD in writing by the Client or for uses by the Client which exceed the authority granted by a release. Conversely, for editorial copy, artwork (including illustration and photography), talent etc. provided by SPD, and for use rights negotiated by SPD for editorial copy, artwork, etc., SPD will indemnify the Client against all claims and expenses, including reasonable attorneys' fees and costs, due to uses for which no release was requested of the Client in writing or for uses which exceed the authority granted by a release.

Approvals

SPD requires written documentation of ALL requests for changes, including to designs and copy. Documentation may be in the form of an e-mail. The Client will proofread and approve all copy before production of final piece; review and approve finished design elements and artwork before release to printers or fabricators; and review and approve all design intent, construction documents and related sign message schedules prior to release to qualified fabricators. The signature of the Client's authorized representative will be conclusive as to the Client's approval of all the above items prior to their release for printing, fabrication or installation.

Third Party Contracts

When possible, all outside vendors will be contracted directly by the Client and the Client will pay the outside vendor directly for services. When it is not possible for the Client to contract directly with outside vendors, SPD may contract with others to provide creative services such as writing, photography, illustration, media placement, print and audio/video production, and fabrication. The Client agrees to be bound by any terms and conditions, including required credits, with respect to reproduction of such materials as may be imposed on SPD by such third parties and shall pay for the outside vendors' services upon presentation of an invoice. Such payment shall be made by the Client either to the outside vendor or directly to SPD, at SPD's option. Usage rights for photography and illustration will be negotiated with vendors by the Client directly.

Estimates

SPD has no direct control over printing and fabrication costs or vendors' prices. Cost estimates are made by SPD on the basis of preliminary specifications and SPD cannot and does not guarantee that vendors' proposals and bids of costs will not vary from those estimates.

Ownership/Use

Upon payment of all amounts owing to SPD, SPD shall transfer copies of all relevant electronic files generated for the production of the project to Client for Client's use and enjoyment. Notwithstanding Client's possession of such materials, SPD shall retain the sole and exclusive ownership of all rights, title, and interest (including without limitation all copyrights, trademarks, trade dress, and patents) related to the project, excluding any intellectual property that constitutes the Client's pre-existing property. For the avoidance of doubt, the use by Client of the project and all materials related thereto shall be granted as a non-exclusive license revocable for cause. Cause shall be found in the event Client grants or attempts to grant to any third parties the right to use the project or materials without first obtaining consent in writing from SPD. Client's failure to obtain SPD's prior, written consent shall render any such grant of rights null and void ab initio. SPD may deny any such grant in its sole discretion. If SPD approves any such proposed uses, additional compensation shall be paid to SPD in an amount to be negotiated in good faith between SPD and Client. All rights not expressly granted herein remain the sole property of SPD, and Client agrees never to challenge any such rights.

Code Compliance and Approval Policy

SPD provides design drawings based on our interpretation of site-specific code compliance standards. However, code requirements are subject to updates and can vary depending on the location and the reviewing authority. For this reason, it is the responsibility of ownership to engage third-party compliance officers, specialty consultants, and engineers to review and approve signage for conformance with all applicable codes and structural requirements. This review may involve professionals such as ADA compliance officers, Fire Marshals, Health Department representatives, structural engineers, electricians, plumbers, or other specialists as required by the project scope. Final approval should be coordinated by ownership in collaboration with these officers, consultants, or departments prior to fabrication and installation. Additionally, all final design details, signage locations, and messaging must be thoroughly reviewed and approved by ownership before fabrication begins.

Project Storage

Project and electronic files will be stored at SPD for one (1) year at no cost. However, SPD cannot be held responsible for loss or damage of stored files.

Credit

SPD has the right to include a credit line on the completed designs or any visual representations such as drawings, models or photographs and the Client agrees to include this same credit in any publication of the design by the Client. SPD maintains the right to use any samples and/or photographs for publication, exhibition and promotional purposes.

Enforcement

If SPD incurs attorneys' fees or related costs to enforce this agreement or because of a breach of this agreement by the Client, SPD shall be entitled to recover all of its costs and expenses, including but not limited to, its reasonable attorneys' fees and court costs from the Client.

Indemnification

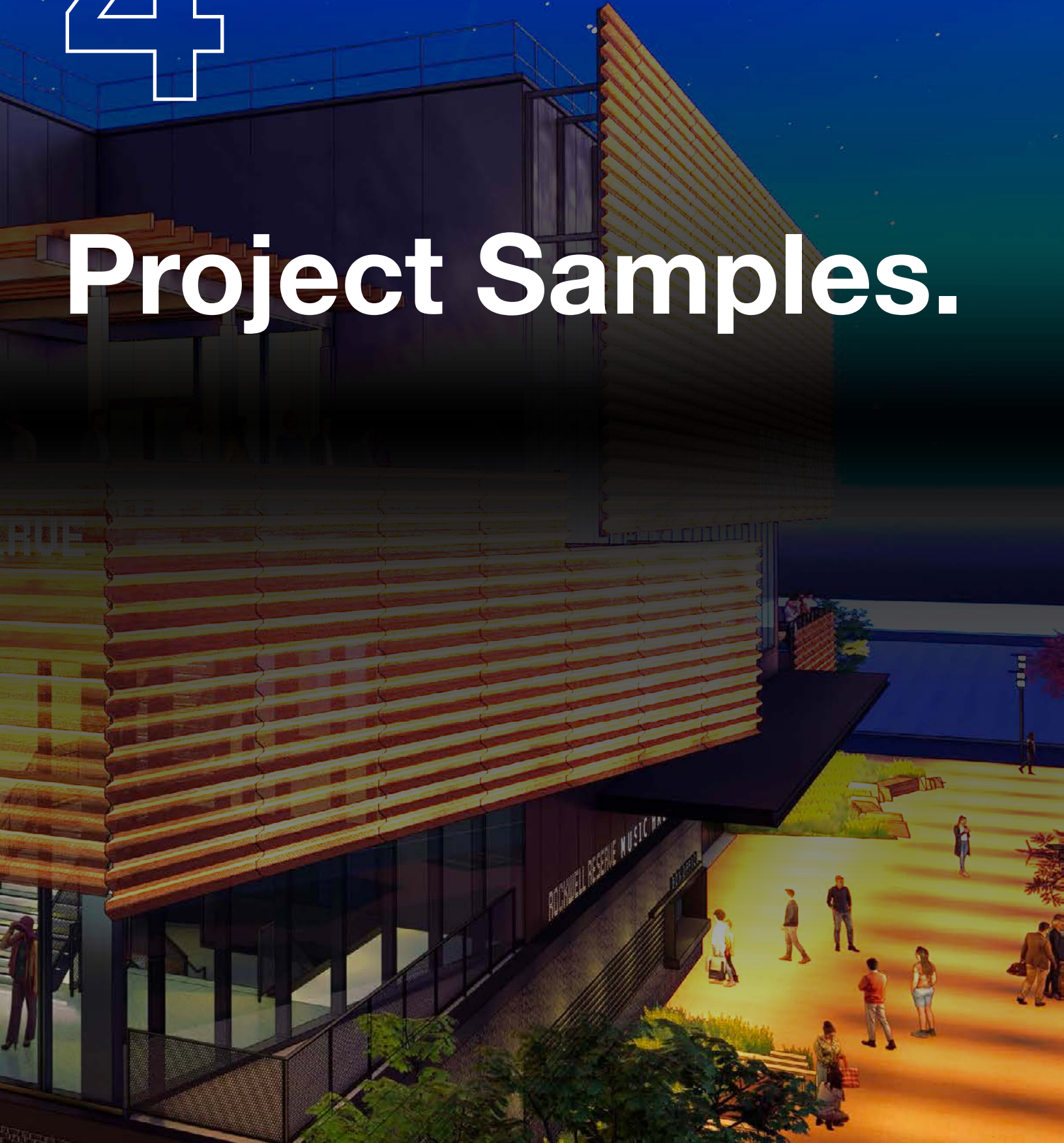
The Client will indemnify and hold harmless SPD, its officers, directors, employees, and agents that have contributed information to or provided services for this project, against any and all direct or indirect losses, claims, demands, expenses (including attorneys' fees and court costs) or liabilities of any kind arising in connection thereof, except for claims found to be gross negligence or a breach of this agreement by SPD.

State of California

This agreement shall be governed by the laws of the State of California. If either party hereto is a corporation, trust, or general or limited partnership, each individual executing agreements on behalf of such entity represents and warrants that he or she is duly authorized to do so on behalf of said entity.

4

Project Samples.





Texas Live!

Arlington, Texas

Dates:
2016 – 2020

In the heart of the sports & entertainment district in Arlington, SPD collaborated with the Cordish Companies and Texas Rangers to design the complete exterior and interior signage and wayfinding for Texas Live! Located in between Globe Life Field and AT&T Stadium, Texas Live! is the place to tailgate before a Rangers or Cowboys game. SPD designed the six 80 ft LED towers march toward the main entrance for Globe Life Field, which feature both digital and static sponsorship graphics. Additionally, there are eight sponsored venues within Texas Live! and the Arlington Backyard concert venue, including Miller Tavern and Beer Garden, Coors Light Sports and Social Arlington, and the Balcones distilling kiosk.

Client:
The Cordish Companies

Services Provided:
Brand Identity

Signage & Wayfinding

Environmental Graphics

Digital Communications

Revenue Generation





Texas Live!

Arlington, Texas

Dates:
2016 – 2020

Client:
The Cordish Companies

Services Provided:
Brand Identity

Signage & Wayfinding

Environmental Graphics

Digital Communications

Revenue Generation





Texas Live!

Arlington, Texas

Dates:
2016 – 2020

Client:
The Cordish Companies

Services Provided:
Brand Identity

Signage & Wayfinding

Environmental Graphics

Digital Communications

Revenue Generation





Texas Live!

Arlington, Texas

Dates:
2016 – 2020

Client:
The Cordish Companies

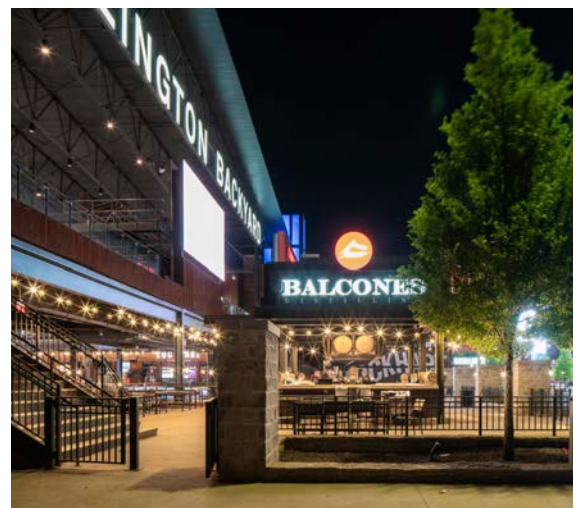
Services Provided:
Brand Identity

Signage & Wayfinding

Environmental Graphics

Digital Communications

Revenue Generation





Vivint Smart Home Arena

Salt Lake City, Utah

Dates:
2017 – 2018

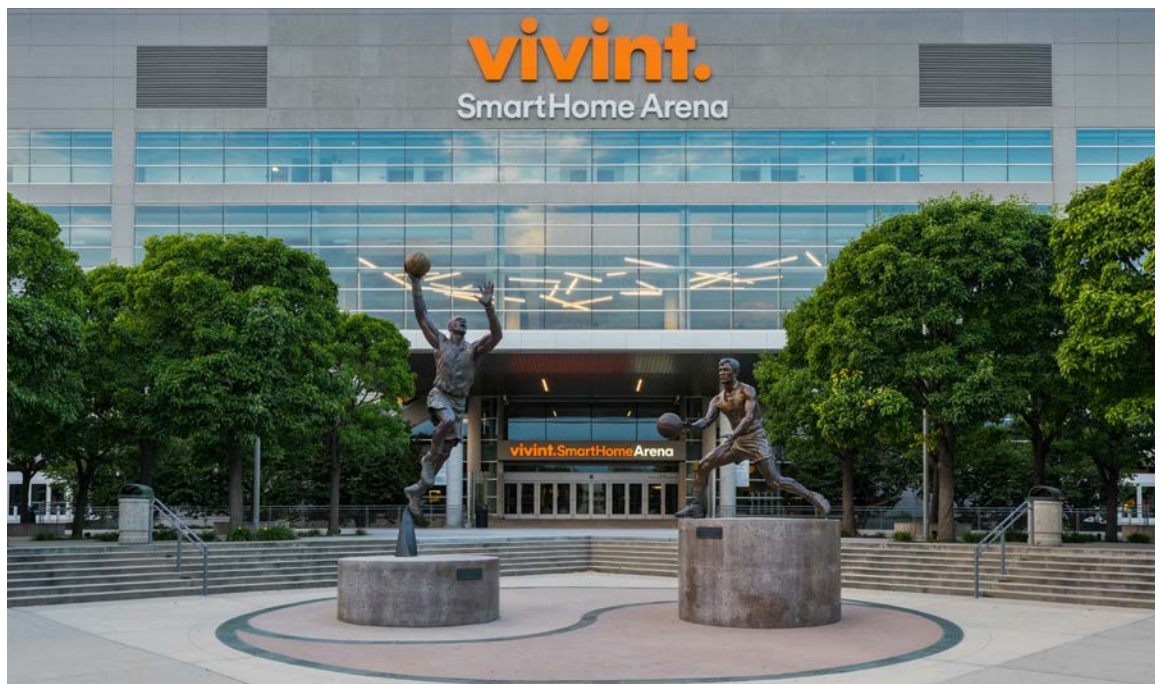
SPD collaborated with SCI Architects to design a graphics, branding and wayfinding signage master plan for the Vivint SmartHome Arena Renovation in Salt Lake City, Utah. The Arena project serves as a multipurpose event center facility, as well as the home for the NBA's Utah Jazz. The signage & wayfinding components reinforce the Vivint SmartHome brand and facilitate the circulation of visitors, sports-fans, tourists, employees and business professionals.

Client:
SCI Architects

Services Provided:
Signage & Wayfinding
Master Plan

Environmental Graphics

Digital Communications





Vivint Smart Home Arena

Salt Lake City, Utah

Dates:
2017 – 2018

Client:
SCI Architects

Services Provided:
Signage & Wayfinding
Master Plan

Environmental Graphics

Digital Communications





Vivint Smart Home Arena

Salt Lake City, Utah

Dates:
2017 – 2018

Client:
SCI Architects

Services Provided:
Signage & Wayfinding
Master Plan

Environmental Graphics

Digital Communications





The Huntington Theatre

Boston, Massachusetts

Dates:
2017 – 2022

Client:
Bruner/Cott Architects

Services Provided:
Signage & Wayfinding

Built in 1925, Boston’s Huntington Theatre has been reimagined into a 21st century version of itself. Providing an exciting new cultural destination, the new Huntington welcomes today’s diverse communities and engages a new generation of theatregoers. Bruner/Cott Architects restored the theatre in a way that acknowledges its historic past and reflects contemporary performing arts venue standards. This balance is achieved by reclaiming the special character of the original façade and auditorium and adding new architecture features to both. Selbert Perkins Design developed the theatre’s signage and wayfinding requirements and donor recognition program to complement the revitalized architecture and enhance the visitor experience.

Donor Recognition





The Huntington Theatre

Boston, Massachusetts

Dates:

2017 – 2022

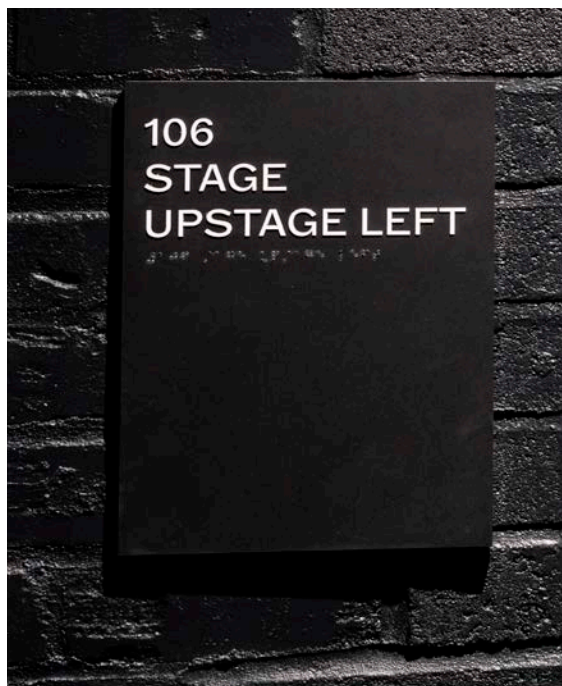
Client:

Bruner/Cott Architects

Services Provided:

Signage & Wayfinding

Donor Recognition





Fourth Street Live!

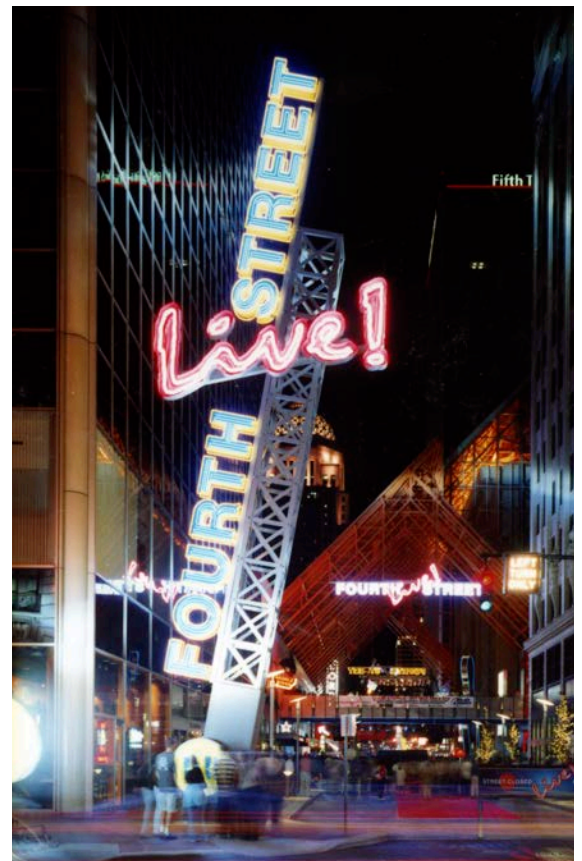
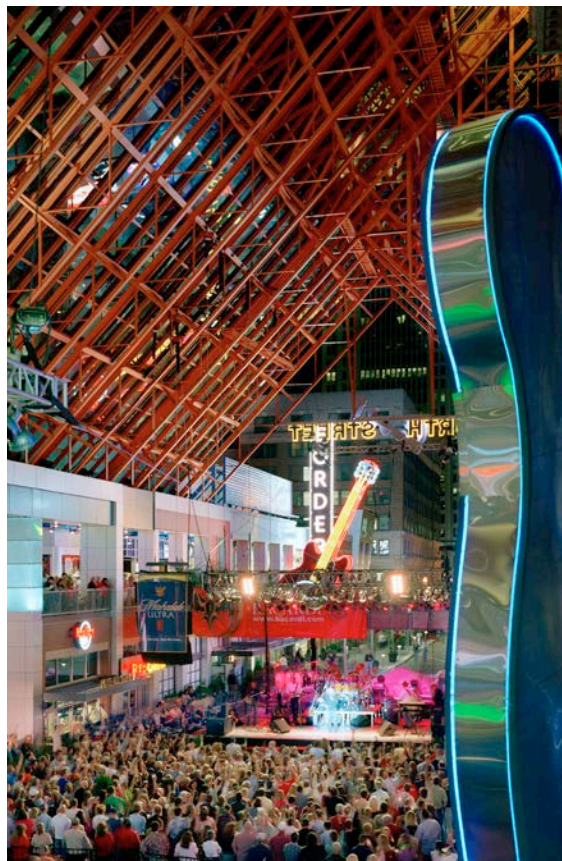
Louisville, Kentucky

Dates:
2003 – 2007

The logo, monuments, and signage and wayfinding system for Fourth Street Live! transformed downtown Louisville into an exciting new entertainment destination. The 'Live!' brand has been extended to many other cities in the USA, rejuvenating downtowns, and serving as the development catalyst for billions of dollars in new construction.

Client:
The Cordish Companies

- Services Provided:**
- Brand Identity
 - Signage & Wayfinding
 - Environmental Graphics
 - Tenant Guidelines
 - Monument Signs





Texas Live! Arlington Backyard Concert Venue

Arlington, Texas

Dates:
2016 – 2020

In the heart of the sports & entertainment district in Arlington, SPD collaborated with the Cordish Companies and Texas Rangers to design the complete exterior & interior signage & wayfinding for the Texas Live! Located in between Globe Life Field and AT&T Stadium, Texas Live! is the place to tailgate before a Rangers or Cowboys game. SPD designed the six 80 ft LED towers march toward the main entrance for Globe Life Field as well as signage for the eight venues within Texas Live including Miller Tavern & Beer Garden, Sports & Social Arlington and the Arlington Backyard concert venue.

Client:
The Cordish Companies

Services Provided:
Brand Identity

Signage & Wayfinding

Environmental Graphics

Digital Communications

Revenue Generation





The District Detroit - Fox Theatre

Detroit, Michigan

Dates:
2020 – 2021

The District Detroit is a premier sports and entertainment destination which includes stadiums and Arenas for Detroit’s four sports teams, and the iconic Fox Theatre, and features residential, retail, educational, and office space in the heart of the city. SPD designed the new brand for the Fox Theatre - Presented by Comerica and integrated the new brand within the historic theatre on the exterior, interior lobby spaces and within all public areas. As the Fox Theatre is on the historic registry, great care was taken to ensure that the brand integration worked with the original interior design including retrofitting existing poster cabinets with LED and utilizing projections throughout the lobby and theatre.

Client:
Olympia Development

Comerica

Services Provided:
Brand Identity

Environmental Graphics

Digital Communications





Ballpark Village

St. Louis, Missouri

Dates:
2012 – 2020

SPD collaborated with the St Louis Cardinals & The Cordish Companies to create Ballpark Village, a dynamic sports and entertainment district adjacent to Cardinals Stadium in Downtown St. Louis. The signage and wayfinding master plan developed by SPD establishes the mixed-use district as St. Louis' premiere entertainment destination, including the Fox Sports Midwest Live!, the new Live! by Loews hotel, office tower, and One Cardinal Way residential tower. SPD also created the streetscape design including gateways, large scale logos, World Series pennants, Hall of Fame player medallions, and a 35' World Series trophy celebrating the Cardinals 11 World Series Championships.

Client:
The Cordish Companies

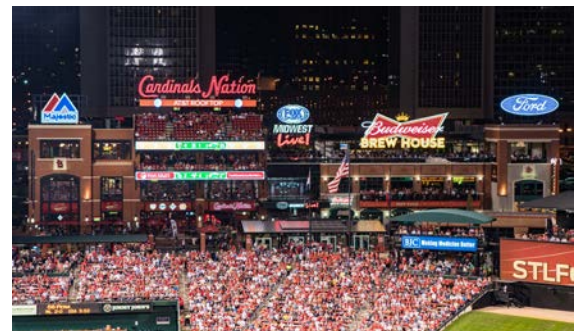
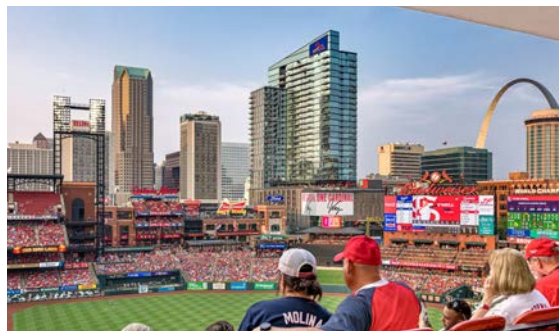
Services Provided:
Brand Identity

Signage & Wayfinding
Master Plan

Public Art

Digital Communications

Monument &
Kiosk Design





Ballpark Village

St. Louis, Missouri

Dates:

2012 – 2020

Client:

The Cordish Companies

Services Provided:

Brand Identity

Signage & Wayfinding

Master Plan

Public Art

Digital Communications

Monument &

Kiosk Design





Ballpark Village

St. Louis, Missouri

Dates:

2012 – 2020

Client:

The Cordish Companies

Services Provided:

Brand Identity

Signage & Wayfinding

Master Plan

Public Art

Digital Communications

Monument &

Kiosk Design





Ballpark Village

St. Louis, Missouri

Dates:

2012 – 2020

Client:

The Cordish Companies

Services Provided:

Brand Identity

Signage & Wayfinding

Master Plan

Public Art

Digital Communications

Monument &

Kiosk Design





Ballpark Village

St. Louis, Missouri

Dates:

2012 – 2020

Client:

The Cordish Companies

Services Provided:

Brand Identity

Signage & Wayfinding

Master Plan

Public Art

Digital Communications

Monument &

Kiosk Design





Kansas City Live!

Kansas City, Missouri

Dates:
2008 – 2017

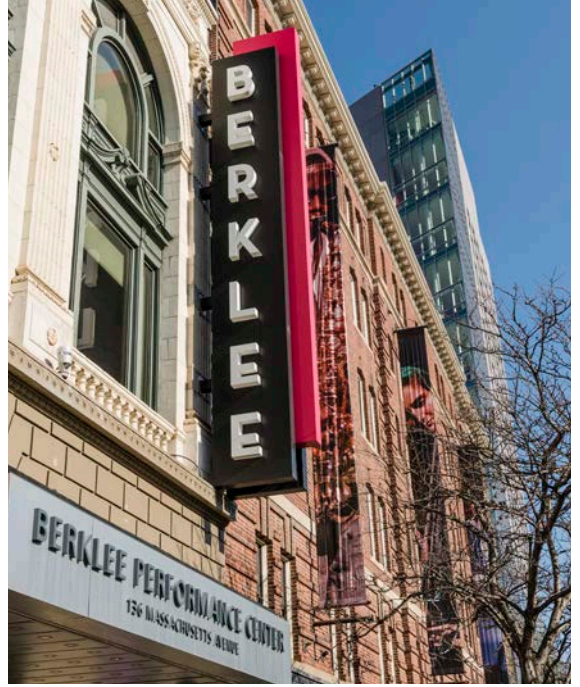
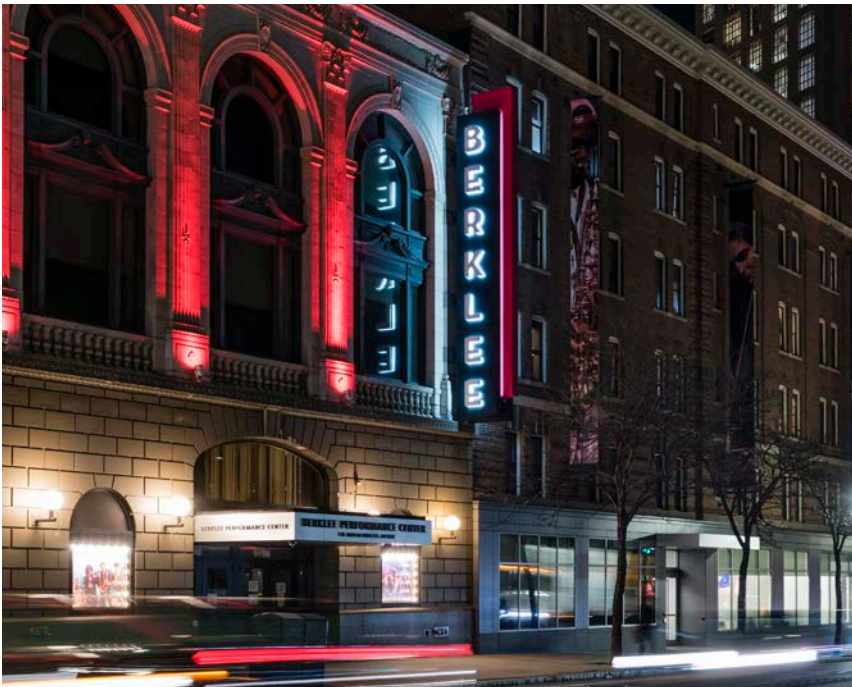
Kansas City Live!, is located in the heart of Kansas City Power & Light District. The multi-level dining and entertainment venue showcases a unique mix of restaurants, taverns, and entertainment attractions. It also features a covered outdoor plaza for concerts, celebrations and watch parties that is the central entertainment gathering place for the city, attracting millions of visitors per year to the region's biggest events.

Client:
The Cordish Companies

Services Provided:
Signage & Wayfinding

Environmental Graphics





Berklee College of Music/Performance Center/Cafe 939

Boston, Massachusetts

Dates:
2014 – 2018

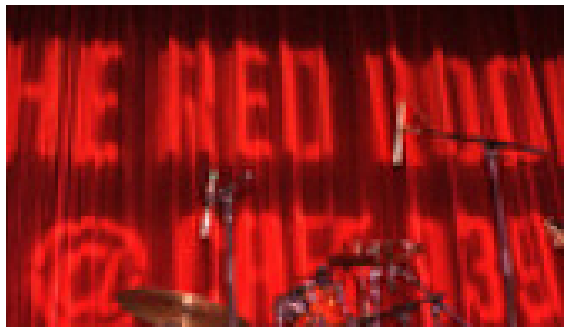
Client:
Berklee College of Music

Services Provided:
Signage & Wayfinding

SPD created the signage master plan for the renowned Berklee College of Music, located in Boston’s historic Back Bay. The campus identity, building identity, and interior wayfinding combine to reinforce the institute as the world’s preeminent college for the study of music. The Berklee Performance Center serves as a beacon at the center of the campus and is a magnet for international talent. Café 939 / Red Room is a popular social hub serving the diverse college community and the public. Café 939 features a coffee bar, and the Red Room, a state-of-the-art student performance space for 200. SPD created the names for the venues, as well as the identities, color palettes, products, packaging, and exhibits infusing the branded environment with musical history and notation.

Brand Identity

Environmental Graphics





American Family Field

Milwaukee, Wisconsin

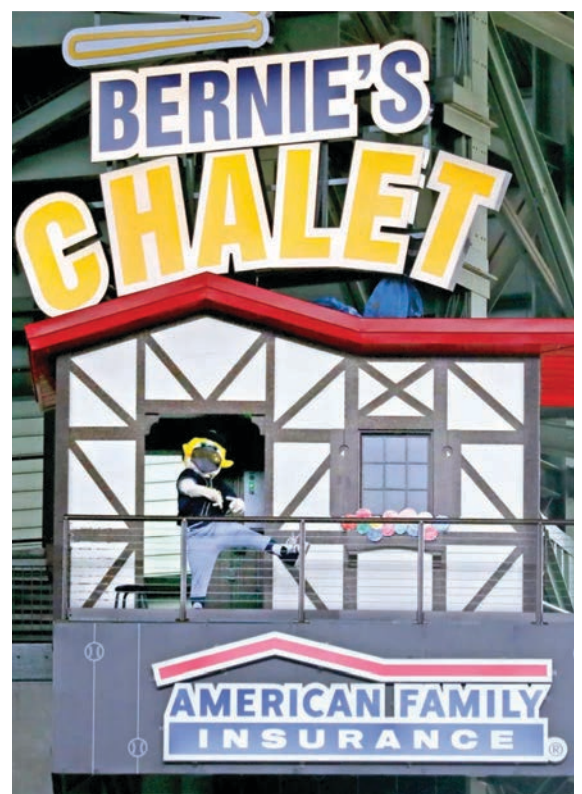
Dates:
2020 – 2021

Since 1973 Milwaukee has had a “chalet” in their outfield as a fan feature during baseball games. When a Milwaukee player hits a home run, Bernie (their mascot) slides down the chute. Recently, SPD collaborated with American Family Insurance and the Milwaukee Brewers to redesign the iconic Chalet making it more spectacular than ever. SPD designed lighting features that coincide with homeruns and integrated new sponsorship signage. The American Family Insurance red roof element was also integrated into the design of the chalet.

Client:
American Family Insurance

Services Provided:
Exterior Signage

Environmental Graphics





Kansas City Power and Light District

Kansas City, Missouri

Dates:
2005 – 2019

The Kansas City Power and Light District (KCPL) is the cornerstone of a massive \$5 billion urban renaissance which includes a completely re-imagined downtown with new performing arts venues, landmark theaters, arena, convention center expansion, restaurants, and three residential towers. SPD developed the vibrant communications master plan, district identities, district naming, gateways and wayfinding, and public art. Large neon signs and building graphics integrate the district and create a warm, inviting and ever-changing visitor experience.

Client:
The Cordish Companies

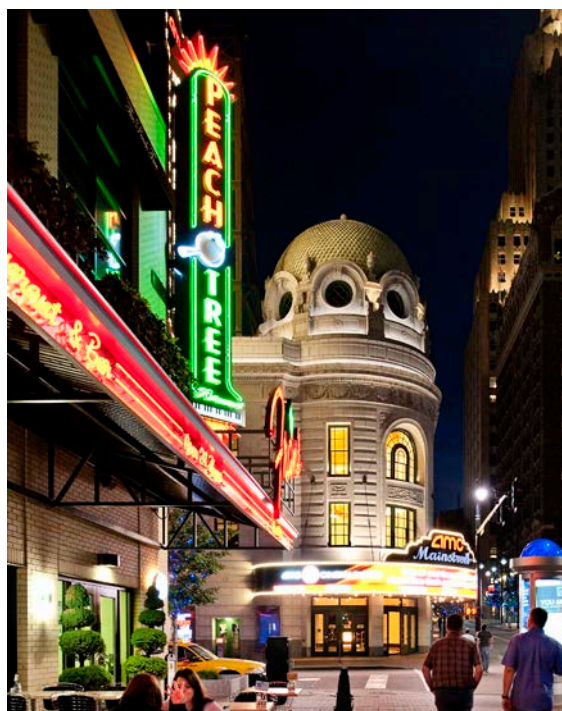
Services Provided:
Signage & Wayfinding
Master Plan

Environmental Graphics

Public Art

Monument / Gateway

Tenant Sign Guidelines





Kansas City Power and Light District

Kansas City, Missouri

Dates:

2005 – 2019

Client:

The Cordish Companies

Services Provided:

Signage & Wayfinding
Master Plan

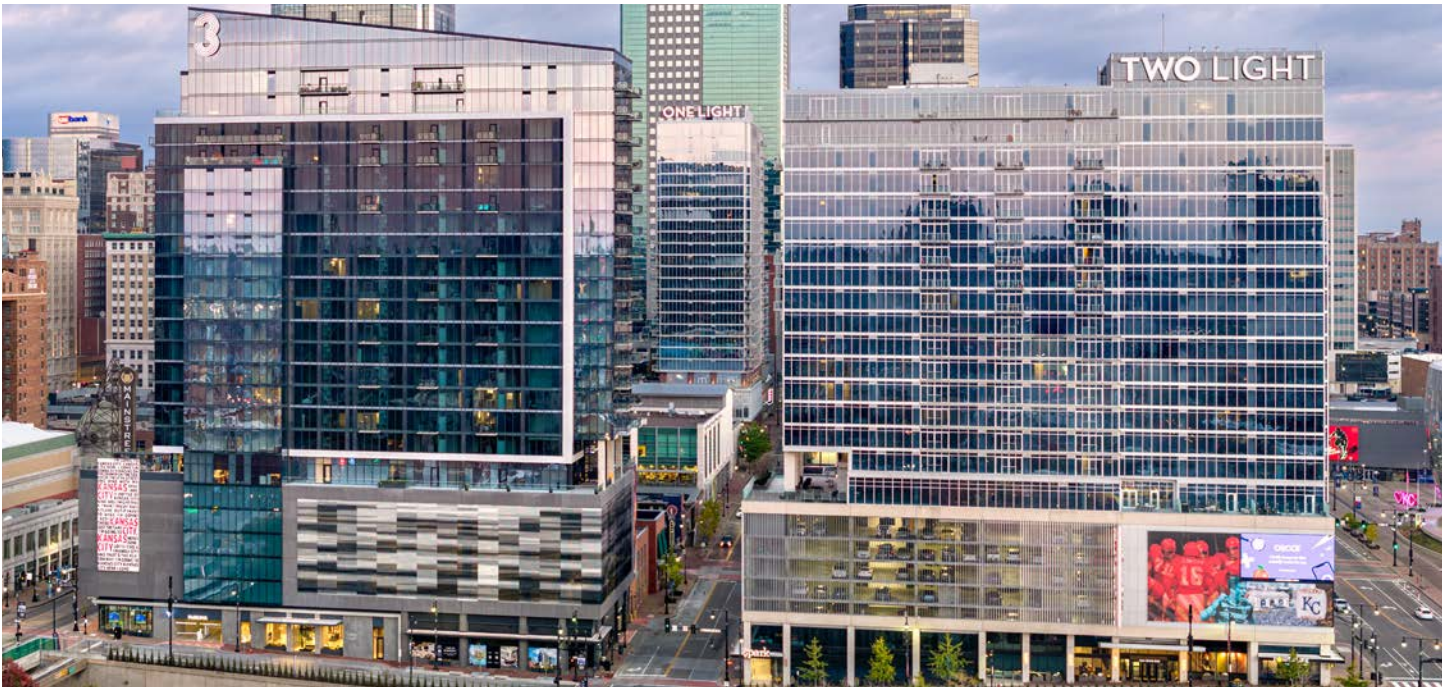
Environmental Graphics

Public Art

Monument / Gateway

Tenant Sign Guidelines





Kansas City Power and Light District

Kansas City, Missouri

Dates:
2005 – 2019

Client:
The Cordish Companies

Services Provided:
Signage & Wayfinding
Master Plan

Environmental Graphics

Public Art

Monument / Gateway

Tenant Sign Guidelines





Kansas City Power and Light District

Kansas City, Missouri

Dates:
2005 – 2019

Client:
The Cordish Companies

Services Provided:
Signage & Wayfinding
Master Plan

Environmental Graphics

Public Art

Monument / Gateway

Tenant Sign Guidelines





Distrito T-Mobile

San Juan, Puerto Rico

Dates:
2019 – 2021

Selbert Perkins Design worked closely with the Prisa Group to design a complete signage and wayfinding system for the Distrito T-Mobile district in San Juan, Puerto Rico. The district is the premier entertainment district in Puerto Rico and includes the Aloft Hotel, the Coca-Cola Music Hall and a large outdoor performance space with an LED canopy running digital content. In addition, the project integrates various restaurants and eateries featuring the best of Puerto Rican cuisine and to top it all off, the district features zip lines that run across the entire project.

Client:
Prisa Group

Services Provided:
Signage & Wayfinding
Master Plan

Environmental Graphics

Digital Communications





Distrito T-Mobile

San Juan, Puerto Rico

Dates:

2019 – 2021

Client:

Prisa Group

Services Provided:

Signage & Wayfinding

Master Plan

Environmental Graphics

Digital Communications





T-Mobile Arena

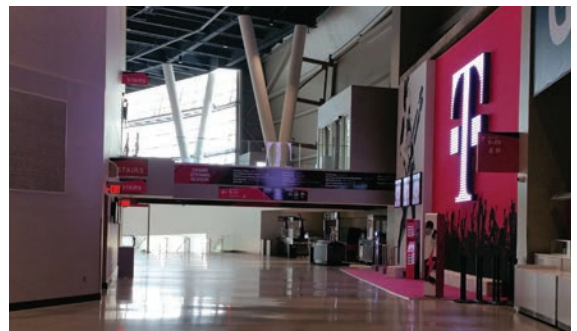
Las Vegas, Nevada

Dates:
2014 – 2016

Selbert Perkins Design collaborated with Populous to design and implement an exterior and interior code & wayfinding signage system for the T-Mobile Arena in Las Vegas, Nevada. The project serves as a multi-functional venue for civic, community, athletic, educational, cultural, and commercial activities, and was designed to meet the standards required for a National Basketball Association (NBA) and National Hockey League (NHL) facility. The code and wayfinding signage components reinforce the T-Mobile brand and facilitate the circulation of visitors, sports-fans, tourists, employees and business professionals.

Client:
Populous

Services Provided:
Signage & Wayfinding
Master Plan



FOURTH ADDITIONAL SERVICES ADDENDUM

THIS FOURTH ADDITIONAL SERVICES ADDENDUM (this “Addendum”) is entered into as of March 19, 2026 (“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, the Client and Consultant entered into that certain Second Additional Services Addendum dated October 16, 2025.

E. WHEREAS, the Client and Consultant entered into that certain Third Additional Services Addendum dated February 19, 2026.

F. 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.5 TO THE AGREEMENT BETWEEN CLIENT
AND KIMLEY-HORN AND ASSOCIATES, INC.**

This is Amendment number 5 dated January 20, 2026 to the agreement between The Point Public Infrastructure District No. 1 ("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: Subdivision Plat Evolution and Modifications

The original budget of the subdivision plat was provided per direction from TPP. Since that time, multiple changes have been made to accommodate the project evolution:

- Addition of the Convergence Hall parcel
- Verification and removal of the abandoned RMP Easement
- Addition of the UTA ROW
- Change of property line in Aspen Grove
- Multiple updates to the River 2 Range boundary
- Additional meetings
- Addition of PUE's
- Printing mylar and routing for signatures

Task 2: Green Loop Road Modification

Arcadis requested that the west curve of the Green Loop Road (adjacent to H3A) be modified to provide a safer bike lane and vehicular traffic interaction. The modification is shown in Figure 1.

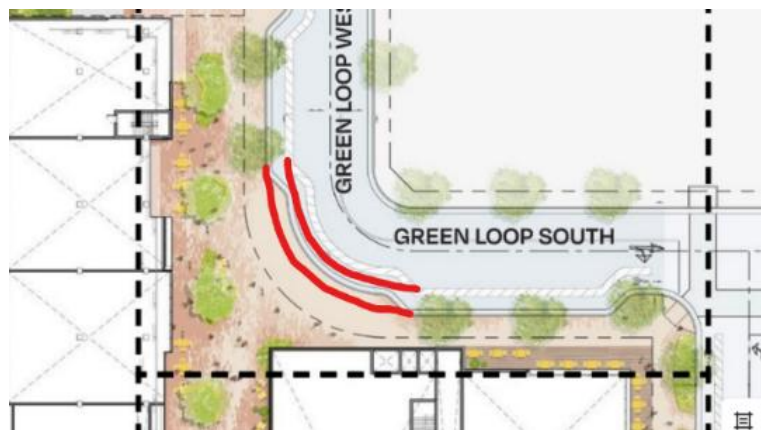


Figure 1 – Green Loop Road Modification

Task 3: Traffic Impact Fee Study

Draper City has requested that Point Partners prepare a methodology for calculating traffic impact fees. These fees are determined based on the proportional impact of traffic generated by Phase 1 on the Draper City street network. Calculating the proportional impact to inform the traffic impact fee assessment involves calculation of the total impact fees. Total impact fees will reflect both the 2021 IFFP (new projects) and the 2021 IFA (buy-in component).

The 2021 IFFP was utilized as the basis of the 2021 Transportation IFA. Table 1 identifies three future impact fee facilities in the impact fee calculations:

Table 1 – Draper City Impact Fee Facilities Plan Project Costs

Roadway	From	To	Project Cost	IFFP Eligible Cost
13400 South	Fort St	1300 East	\$ 5,175,700	\$ 709,348
Vista Station Blvd	Fronrunner Blvd	12300 South	\$ 6,202,212	\$ 3,925,389
12200 South	300 East	700 East	\$ 3,095,300	\$ 577,578
Total			\$ 14,473,212	\$ 5,212,315

Source: Parametrix. See Appendix A for cost estimates.

2021 Transportation IFA, Table 6.1 illustrates the buy-in portion of costs for calculating the transportation impact fees: Cost per improvement SF: \$244.05 per vehicle trip.

Scope of Analysis

- Prepare trip generation estimates from Point Phase 1.
- Prepare traffic assignment from Point Phase 1 for the three locations identified in 2021 IFFP Table 4, see Attachment Reference 1.
- Calculate the proportion of Point Phase 1 project vehicle trips in relation to 2030 Volume (2021 IFFP Table 4, column 3, see Attachment Reference 1).
- Calculate impact fees:

Impact Fees Component	Calculation Method		
New projects	Proportion of Point Phase 1 assigned vehicle trips to IFA projects (3 projects) in relation to 2030 Volume (column 4)		
	IFFP Project	2030 Capacity	POM Phase 1 Impact Fee Calculation
	13400 South	11,200	(Point Phase 1 Assigned trips/11,200) x Project Cost
	Vista Station Boulevard	41,000	(Point Phase 1 Assigned trips/41,000) x Project Cost
	12200 South	13,500	(Point Phase 1 Assigned trips/13,500) x Project Cost
Buy-in component	Draper City Impact Fee Analysis (IFA), March 2021), Table 6.1.		244.05 x number of vehicle trips that will be generated by Point Phase 1

Attachment References:

1. Draper City, Transportation Impact Fee Facilities Plan, 2021

Table 4 – Draper City Impact Fee Facilities Plan Project Costs

#	Roadway	2030 Capacity	2030 Volume	Pass-Through Traffic	Existing Deficiencies	% Attributable to New Growth (2020-2030)	Project Cost	IFFP Eligible Cost
1	13400 South	11,200	1,535	0%	0	14%	\$5,175,700	\$709,348
2	Vista Station Blvd	41,000	25,035	1%	0	63%	\$6,202,212	\$3,925,389
3	12200 South	13,500	2,640	5%	0	19%	\$3,095,300	\$577,578
Total							\$14,473,212	\$5,212,315

Source: Parametrix. See Appendix A for cost estimates.

*Considers prison site trips as pass-through

2. Draper City Impact Fee Analysis (IFA), March 2021

TABLE 6.1: CALCULATION OF PROPORTIONATE IMPACT FEE

	TOTAL COST	% ATTRIBUTED TO 10-YEAR DEMAND	COST ATTRIBUTED TO 10-YEAR DEMAND	DEMAND SERVED (IMP. AREA SF)	COST PER IMP. SF
Buy-In to Existing Facilities	\$57,205,835	14%	\$8,084,083	59,655	\$135.51
Future Facilities	\$18,075,497	36%	\$6,573,172	59,655	\$110.19
Impact Fee Credit*	(117,200)	100%	(\$117,200)	59,655	(\$1.96)
Professional Expense	\$18,250	100%	\$18,250	59,655	\$0.31
Total Fee per Trip	\$75,182,382		\$14,558,305		\$244.05

*Impact Fee Credit based on projected interest earning from impact fee collections. This analysis assumes a straight-line growth in equivalent residential units (ERUs) for the purposes of calculating impact fee revenues. A cash flow analysis was then completed to determine impact fee fund balances and interest earning, based on an average Public Treasurer Investment Fund (PTIF) rate of .80% (average from March 2020 through February 2021). See Appendix A for details.

Task 4: Additional Permitting

This project was the first project through the Point of the Mountain permitting process that came with some challenges resulting in additional effort by Kimley-Horn. Additionally, changes were required by the AHJ's through the permitting process that had significant impact and design changes:

- Changing all storm drain manholes to boxes. Required several storm drain line changes to correctly align the pipe with a box (a 6 ft by 6 ft box in many cases) instead of a manhole, resulting in other utility alignments to be changed to achieve proper spacing.
- Removing the parallel parking on East Street
- Removing drop manholes where possible. Resulted in design changes with other utilities.
- Attendance at JBID board meeting for grease interceptors
- Design of temporary turn around at the end of West Street
- Redesign of water line to shallow pipe and add loops

Schedule

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

Fee

The original contract includes a Cost Estimates task that will not be used. The associated budget of \$11,700 can be reallocated to offset a portion of the additional tasks, reducing the additional net lump sum budget to **\$14,300**. For the services set forth above, Client shall pay Consultant the following lump sum and hourly with max compensation:

Task Description	Fee	Fee Type
Task 1: Subdivision Plat Evolution and Modifications	\$8,000	Lump Sum
Task 2: Green Loop Road Modification	\$6,000	Lump Sum
Task 3: Traffic Impact Fee Study	\$12,000	Lump Sum
Credit for Cost Estimates Task	-\$11,700	
Subtotal	\$14,300	Lump Sum
Task 4: Additional Permitting	\$45,000	Hourly with Max

CLIENT:

THE POINT PUBLIC INFRASTRUCTURE
DISTRICT NO. 1

By: _____

Title: _____

Date: _____

CONSULTANT:

KIMLEY-HORN AND ASSOCIATES, INC.

By: _____

Title: _____

Date: _____

» MP 70

FOURTH ADDITIONAL SERVICES ADDENDUM

THIS FOURTH ADDITIONAL SERVICES ADDENDUM (this “Addendum”) is entered into as of March 19, 2026 (“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, the Client and Consultant entered into that certain Second Additional Services Addendum dated October 16, 2025.

E. WHEREAS, the Client and Consultant entered into that certain Third Additional Services Addendum dated February 19, 2026.

F. 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

December 15, 2025

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

Sent via email: ayarberry@lpc.com

**Additional Service Proposal #07_Rev 1
Consultant Fees – Irrigation CD
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 proposals for the scope of services provided, covering Irrigation design for Construction Documents

Rios will be expanding the originally agreed scope to include the landscape buffer areas to the north, south and east side of the event venue. These areas will be included in design documents and municipal reviews identified in the original agreement.

Expanded Scope – Landscape Buffers..... \$ 15,000.00

FEE SUMMARY

RIOS Fee.....\$15,000.00
Consultant Fee (see Exhibit A, attached).....\$ 15,150.00
RIOS Administrative Fee (10% of consultant fee).....\$ 1,515.00

Total for Additional Services.....\$ 31,665.00

TERMS & CONDITIONS

- 1. This proposal is conditioned by the existing PROFESSIONAL SERVICES AGREEMENT between Rios, Inc. (RIOS) and POINT PHASE 1 PUBLIC INFRASTRUCTURE DISTRICT NO.1, dated July 29, 2025. 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.

I look forward to continuing our work with you on this project!

Sincerely,
RIOS



Nate Cormier
Studio Managing Director

CLIENT: POINT PHASE 1 PUBLIC INFRASTRUCTURE DISTRICT NO.1
c/o Lincoln Property Company

Accepted By: _____

Printed Name _____

Title: _____

Date: _____

EXHIBIT A

Scope of Work

PROJECT UNDERSTANDING

Kimley-Horn understands that RIOS ARCHITECTURE (RIOS) is providing Landscape Architecture services for **The Point Event Venue** (as shown in Image A below) as part of the larger Point of the Mountain (POTM) Development in Draper, Utah. Kimley-Horn has been asked to provide irrigation design and construction documents for the landscape portions of the project area highlighted below:

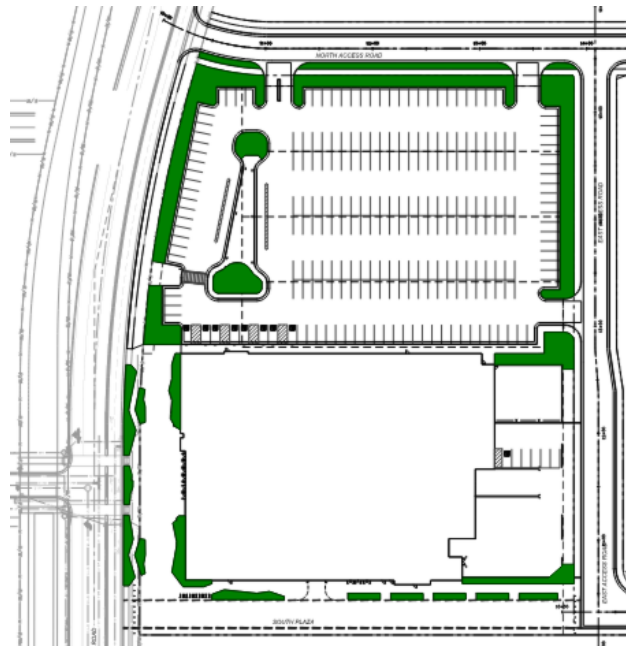


Image A: Project Area

ASSUMPTIONS

Kimley-Horn's scope and fee are based on the following assumptions:

- The project area landscape will be irrigated utilizing Pressurized Irrigation water from WaterPro (a Draper City irrigation company), utilizing a single point of connection (POC) for the irrigation system
- The project area for irrigation is limited to the ag-grade landscape areas highlighted in Image A.
- One controller will be specified for control of the project area irrigation system
- Independent irrigation zones will be provided for overhead spray, drip irrigation for shrubs, and drip / bubbler irrigation for trees
- Irrigation design approach will reflect the irrigation design approach of the overall POTM Promenade provided by Kimley-Horn as part of a separate project
- Design Development Plans and Construction Documents will be provided in PDF format and submitted to the responsible jurisdiction(s) and review parties. Associated submittal fees will be paid by Owner.

If any of these assumptions are not correct, then the scope and fee will change.

SCOPE OF SERVICES

Kimley-Horn will provide the services specifically set forth below.

Task 1: Design Development Phase

Kimley-Horn will provide a Concept Irrigation Design Plan for the project area to be submitted with the 100% Design Development Plan Package. Kimley-Horn will participate in one initial virtual kick-off meeting with the project team to confirm design parameters and direction including water source, existing pressure, point of connection location, existing design precedent and material and controller specifications.

Based on the initial kick-off meeting direction, Kimley-Horn will prepare a concept irrigation plan depicting a conceptual layout of irrigation areas and zones with primary point(s) of connection, preliminary mainline routing and valve locations, mainline sleeve locations under streets, and preliminary irrigation calculations for each zone based on irrigation type. A preliminary irrigation schedule with components listed by manufacturer, model and size as applicable will be included. The Concept Irrigation Plan will be provided for inclusion in the initial project written report.

The Concept Irrigation Design Plan will be revised up to one (1) time based on project team feedback and comments. Significant revisions to site and landscape planting areas that result in additional revisions to the Concept Irrigation Design Plan may be provided as an additional service.

Kimley-Horn will participate in up to two (2) in-person or virtual meetings (anticipated one hour each) with the Project Team, associated with this Phase.

Task 2: Construction Document Phase

Kimley-Horn will prepare Irrigation Plan Construction Documents, consisting of a cover sheet, 2 construction detail sheets, and up to 4 plan sheets at 20 scale for the project area.

The Irrigation Construction Documents will include a detailed layout of the underground irrigation system including point of connection location and size, controller location(s), mainline routing and sleeving, valve locations and sizes, spray heads, bubblers, and emitter locations, and lateral pipe routing and sleeving. Areas to receive dripline and drip emitters will be shown diagrammatically and calculated based on square footage of each area.

The Irrigation Construction Documents will include applicable Flow Analysis and calculations, Valve Schedule with flows, irrigation schedule indicating component make, model, and sizes, and applicable construction details and sheet specifications. The Irrigation Plans will be submitted to the Client for review and submittal to the appropriate jurisdiction if required, and plans will be revised up to two (2) times based on reasonable City, Client, and Owner comments. Significant revisions to site and landscape planting areas that result in additional revisions to the Irrigation Construction Documents may be provided as an additional service.

Kimley-Horn will provide Irrigation Technical Specifications in CSI format for inclusion in the overall project Specifications document set.

Kimley-Horn will participate in up to four (4) in-person or virtual meetings (anticipated one hour each) with the Project Team, associated with this Phase.

Task 3 – Permitting and Bid Phase

Permitting and Bid Phase Services including irrigation-related quantity estimates, opinions of cost, or bid-phase RFI responses will be provided on an hourly basis. Due to the unknown extent of our involvement at this time, a budgetary fee has been provided for 6 hours of effort for landscape irrigation bid-phase support.

Task 4 – Construction Administration Phase

Kimley-Horn will provide up to 8 hours of irrigation-related construction administration support which may include the following services, as requested by the Client. Due to the unknown extent of our involvement at this time, a budgetary fee has been provided for 6 hours of effort for landscape irrigation construction administration support.

Meetings and Site Visits. Kimley-Horn will be available to attend a pre-construction meeting, regularly scheduled site construction meetings with OWNER and Contractor, and other site meetings as requested. Kimley-Horn will be available make visits to the site at the request of OWNER or Contractor to observe the progress of the work or assist OWNER or Contractor in interpreting Contract Documents.

Clarifications and Interpretations. Kimley-Horn will be available to respond to reasonable and appropriate Contractor requests for information and issue necessary clarifications and interpretations of the Contract Documents to OWNER as appropriate to the orderly completion of Contractor's work. Any orders authorizing variations from the Contract Documents will be made by OWNER.

Shop Drawings and Samples. Kimley-Horn will be available to review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction or to related safety precautions and programs.

Substitutes and "or-equal." Kimley-Horn will be available to evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor in accordance with the Contract Documents, but subject to the provisions of applicable standards of state or local government entities.

Substantial Completion. Kimley-Horn will be available to, promptly after notice from Contractor that it considers the entire Work ready for its intended use, in company with OWNER and Contractor, conduct a site visit to determine if the Work is substantially complete. Work will be considered substantially complete following satisfactory completion of all items with the exception of those identified on a final punch list. If after considering any objections of OWNER, Kimley-Horn considers the Work substantially complete, Kimley-Horn will notify OWNER and Contractor.

Final Notice of Acceptability of the Work. Kimley-Horn will be available to conduct a final site visit to determine if the completed Work of Contractor is generally in accordance with the Contract Documents and the final punch list so that Consultant may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Kimley-Horn shall also provide a notice that the Work is generally in accordance with the Contract Documents to the best of Kimley-Horn's knowledge, information, and belief based on the extent of its services and based upon information provided to Kimley-Horn upon which it is entitled to rely.

Kimley-Horn shall not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing the Work. Kimley-Horn shall not have the authority or responsibility to stop the work of any Contractor.

SERVICES NOT INCLUDED

Any other services, including but not limited to the following, are not included in this Agreement:

- Custom sub-surface design layout for silva-cell (or similar) tree planting applications
- Site plan or planting plan revisions that result in irrigation system design changes beyond those noted above
- Booster Pump station design and specification
- Water Feature design and detailing

ADDITIONAL SERVICES

Any services not specifically provided for in the above scope will be billed as additional services and performed at Kimley-Horn's then-current hourly rates.

INFORMATION PROVIDED BY CONSULTANT

Kimley-Horn shall be entitled to rely on the completeness and accuracy of all information provided by the Consultant or the Consultant's other sub-consultants or representatives. The Consultant shall provide all information requested by Kimley-Horn during the project, including but not limited to the following:

- Base survey, site plan, and landscape plan drawings in AutoCAD format
- Owner-preferred Point of Connection location
- Existing static pressure of existing or proposed pressurized irrigation line(s)

SCHEDULE

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

FEE AND EXPENSES

Kimley-Horn will perform the services in Tasks 1-2 for the total lump sum labor fee below. In addition to the lump sum labor fee, direct reimbursable expenses such as express delivery services, air travel, and other direct expenses will be billed at 1.15 times cost. All permitting, application, and similar project fees will be paid directly by the Consultant. Should the Consultant request Kimley-Horn to advance any such project fees on the Consultant's behalf, an invoice for such fees, with a fifteen (15%) markup, will be immediately issued to and paid by the Consultant.

Kimley-Horn will perform Task 3-4 on an Hourly basis. Kimley-Horn will not exceed the total maximum labor fee shown without authorization from the Client. However, Kimley-Horn reserves the right to reallocate amounts among tasks as necessary.

Labor fee will be billed on an hourly basis according to our then-current rates.

Task Number & Name		Staff-Hours Estimate	Fee	Type
1	Design Development Phase	22	\$ 4,500	Lump Sum
2	Construction Document Phase	36	\$ 7,500	Lump Sum
3	Permitting and Bid Phase	6	\$ 1,350	Hrly
4	Construction Administration Phase	8	\$ 1,800	Hrly
Total			\$ 15,150	

EXHIBIT B**Insurance Coverage**

Type of Insurance	Limits
Workers' Compensation and Occupational Disease Insurance in accordance with applicable laws. Must include Waiver of Subrogation.	Statutory
Employer's Liability	\$500,000 Each Accident \$500,000 Disease – Each Employee \$500,000 Disease – Policy Limit
Commercial General Liability <ul style="list-style-type: none"> ✓ Contractual Liability ✓ Completed Operations/Product Liability ✓ Personal & Advertising Injury ✓ Written on a per occurrence basis ✓ Severability of Interests ✓ Additional Insured including completed operations endorsement 	\$2,000,000 General Aggregate \$2,000,000 Products/Comp/Ops Aggregate \$1,000,000 Personal and Advertising Injury \$1,000,000 Each Occurrence
Automobile Liability/Non-Owned Auto <ul style="list-style-type: none"> ✓ Comprehensive ✓ Any Auto ✓ All Owned Autos ✓ Hired Autos and Non-Owned Autos ✓ Additional Insured endorsement 	\$1,000,000 Combined Single Limit BI/PD
Professional Liability	\$2,000,000 Per Claim \$2,000,000 Annual Aggregate

During the continuance of this Agreement, the Subconsultant shall deposit with the Consultant current certificates evidencing the policies and endorsements set forth above and shall provide the Consultant with at least thirty (30) days' written notice prior to the modification or cancellation of any insurance policy required under this Agreement. Certificates evidencing professional liability insurance coverage shall be furnished to the Consultant annually during this contract and for three years thereafter.