

POINT PHASE 1 PUBLIC INTRASTRUCTURE DISTRICT

NOS. 1-9

NOTICE OF SPECIAL 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: May 21, 2026 (Thursday)

Time: 9:00 A.M.

Anchor Location: 166 E 14000 S, Suite 210, Draper, UT, 84020

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).

II. ACTION ITEMS

- A. Approval of Minutes – April 23, 2026, Board Meeting. **(Enclosure)**
- B. Ratification of Pre-Construction Services Agreement with Layton Construction Company. **(Enclosure)**
- C. Consideration and Approval of Fifth Additional Services Addendum with Kimley Horn and Associates, Inc. **(Enclosure)**
- D. Discussion and Approval of Resolution Identifying an Anchor Location for Meetings of the Boards. **(Enclosure)**
- E. Discussion and Approval of First Amendment to Governing Document. **(Enclosure)**
- F. Consider Adoption of Resolution Regarding Acceptance of District Eligible Costs (Cost Certification #05) and Administrative Costs. **(Enclosure)**

III. ADMINISTRATIVE NON-ACTION ITEMS

- A. Board Trainings.
 1. [Open and Public Meetings Act Training](#) - This must be completed each year you serve on the Boards.

2. [Special District & Special Service District Board Member Training](#) - To be completed one-time within one year of your appointment.
- B. Conflict of Interest Disclosure Forms.

IV. EXECUTIVE SESSION

- A. Executive Session pursuant to Utah Code § 52-4-205(1)(d) — Strategy Session Regarding Proposed Development Agreement, Project Proposal, or Financing Proposal.

V. ADJOURNMENT

*****The next Regular Meeting is scheduled for June 18, 2026*****

RECORD OF PROCEEDINGS

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

HELD
April 23, 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
Zachary Clegg – Clerk & Secretary
Trevor Nicoll – Trustee
Michael Ambre – Trustee

Also in Attendance:

Megan Murphy, 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.
Aaron Van Dyke; Lincoln Property Company.

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 five out of five Trustees in attendance.

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

RESOLVED to approve the agenda, as presented.

Public Comment: None.

Director Comment: None.

RECORD OF PROCEEDINGS

ACTION ITEMS

Minutes: Mr. McEvoy presented the minutes of the March 19, 2026, Regular Meeting to the Board. Following review, upon a motion duly made by Mr. Hardy, seconded by Mr. Ambre, and upon vote, unanimously carried, it was

RESOLVED to approve the minutes of the March 19, 2026, Regular Meeting, as presented.

Resolution Regarding Acceptance of District Eligible Costs (Cost Certification #4) and Administrative Costs: Mr. Gattens and Mr. Clegg presented the Resolution Regarding Acceptance of District Eligible Costs (Cost Certification #4) and Administrative Costs to the Board and answered questions. Following review and discussion, upon a motion duly made by Mr. Hardy, seconded by Director Ambre, and upon vote, unanimously carried, it was

RESOLVED to approve the Resolution Regarding Acceptance of District Eligible Costs (Cost Certification #4) and Administrative Costs, as presented in the amount of \$114,255.79.

DISCUSSION ITEMS

Construction of Parcel H3A and adjacent roadways: Ms. Murphy discussed the Construction of Parcel H3A and adjacent roadways, noting that the District will go through the public bid process for the Parcel H3A project (parking garage) and that the adjacent roadways will be privately constructed and reimbursed by the District.

ADMINISTRATIVE NON-ACTION ITEMS

Mr. Hardy requested clarification on the selected auditor. Mr. B. Campbell explained that the previously approved firm for 2025 Audit services, HintonBurdick, has undergone a name change, and is now known as Squire.

Mr. Booth noted to attendees that a Request for Proposal for Inspection Services was distributed to appropriate viewers for review prior to public posting.

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.

RECORD OF PROCEEDINGS

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.

PRE-CONSTRUCTION SERVICES AGREEMENT

THIS PRE-CONSTRUCTION SERVICES AGREEMENT (“Agreement”) is entered into effective as of March 20, 2026 (“Effective Date”), by POINT PHASE 1 PUBLIC INFRASTRUCTURE DISTRICT NO. 1, a quasi-municipal corporation and political subdivision of the State of Utah (“Owner”) and Layton Construction Company, LLC, a Utah Limited Liability Company (“Contractor”; Owner and Contractor each being referred to as a “Party” and collectively the “Parties”).

1. Owner desires to engage Contractor to provide, and Contractor is willing to provide, preconstruction services relating to, and a guaranteed maximum price proposal for construction of, Owner’s proposed POTM Event Venue project that is anticipated to include approximately 100,000 s.f. of event related space, together with site work, infrastructure and related improvements, to be located at the Point of the Mountain Development in *Draper, UT* (the “Project”) on the terms and conditions set forth in this Agreement. In connection with such engagement, the Owner and the Contractor hereby agree as follows:

2. In connection with the Project, Owner requests and, by countersigning below, hereby authorizes and directs Contractor to proceed with the Pre-construction Services (as defined below) and Owner agrees to pay Contractor for fees and costs incurred in connection with the Pre-construction Services (“Costs”) for a lump sum of \$150,000.00 (the “Pre-construction Services Fee”). Under no circumstance shall Owner be liable or otherwise be responsible to pay any amount arising in connection with this Agreement in excess of the Pre-construction Services Fee. Contractor acknowledges and agrees that the payment of Costs due hereunder shall be made within 30 days after Contractor submits an invoice to Owner for such Costs. All late payment shall accrue interest at a rate of 1.5% per month after 30 days’ notice and opportunity to cure. Contractor shall be entitled to submit an invoice for fifty percent (50%) of the Pre-construction Services Fee when the Owner, in its reasonable discretion, confirms in writing fifty percent (50%) of the Pre-construction Services have been completed. Thereafter, Contractor shall be entitled to submit an invoice for the remaining fifty percent (50%) of the Pre-construction Services Fee when the Owner, in its reasonable discretion, confirms in writing that one hundred percent (100%) of the Pre-construction Services have been completed.

3. Owner and Contractor agree that if the Pre-construction Services Fee includes costs for equipment and/or materials based on letters of intent submitted (or to be submitted) by subcontractors and/or material suppliers (“Subcontractor LOIs”), Owner shall be entitled to: (i) be a signatory to the Subcontractor LOIs and; (ii) accept any offers set forth therein after Owner’s termination of Contractor pursuant to Section 12.

4. Contractor shall maintain insurance coverage of the types and limits in connection with the Pre-construction Services as set forth in **Exhibit A** and shall provide Owner with insurance certificates evidencing such coverage prior to commencing any Pre-construction Services.

5. Contractor represents that the Pre-construction Services Fee is sufficient to cover all Costs incurred by Contractor in connection with the Pre-construction Services. Contractor will perform the Pre-construction Services so as to maintain the critical path of construction of the Project.

6a. **To the fullest extent permitted by law and subject to the following grammatical paragraph, the Contractor shall indemnify, defend and hold harmless the Owner, , Lincoln Property Company Commercial, LLC, CLW POINT PARTNERS, LLC, Wadsworth Development Group, LLC, Colmena Capital, Inc, Colmena Point, LLC, any lender, their respective members, managers, partners, trustees, officers, directors, shareholders, representatives, agents, consultants, employees,**

and anyone else acting for or on behalf of any of them (each, an “Indemnitee,” and collectively, “Indemnites”) from and against claims, damages, losses, expenses and liabilities, including but not limited to attorneys’ fees, arising out of or resulting from (or alleged to be arising out of or resulting from) Contractor’s performance of the Work, or the acts or omissions of the Contractor, a Subcontractor, a lower tier subcontractor, a supplier, a materialmen, an invitee or visitor or guest of any such party, or anyone directly or indirectly employed by any of them or anyone for whose acts they may be liable, provided that such claim, damage, loss or expense is attributable to (a) bodily and personal injury, death or property damage to any Indemnitee, any of Indemnitee’s employees, agents, contractors or subcontractors, licensees or invitees, or any other persons, whether based upon, or claimed to be based upon, statutory (including, without limitation, worker’s compensation), tort or other liability, (b) any penalty assessed by a governmental agency based on a failure of the Contractor, any direct or lower tier subcontractor or those acting under or on behalf of such parties to conduct the Work in accordance with applicable Laws, (c) trademark, copyright or patent infringement, unfair competition or infringement of any other so-called “intangible” property rights or (d) employment or employment practices by the Contractor, any direct or lower tier subcontractor or those acting under or on behalf of such parties (including, without limitation, actual or alleged (i) wrongful termination, discrimination or harassment, (ii) humiliation, defamation, or invasion of privacy, (iii) wrongful failure to employ or promote, (iv) wrongful deprivation of career opportunity, (v) negligent or wrongful demotion, (vi) negligent or wrongful evaluation, hiring, retention or discipline, or (vi) violation of any statutory or common law relating to employment, in each case regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder (collectively, “Indemnified Claims”).

6b. Except as expressly set forth in this Agreement, the indemnification obligations under this Agreement shall not be limited in any way by any limitation or the amount or type of damages, compensation or benefits payable to or for any third party under worker’s compensation acts, disability benefit acts, or other employee benefit acts, PROVIDED HOWEVER, that Contractor’s waiver of immunity by this paragraph extends only to claims against Contractor by Owner and the other Indemnites and does not include, or extend to, any claims by Contractor’s employees directly against Contractor. In addition, notwithstanding any other provisions of the Contract Documents to the contrary, all provisions of this Contract pursuant to which Contractor agrees to indemnify Owner and other Indemnites against liability for damages arising out of bodily injury to persons or damage to property relative to the performance of the Work or the construction, alteration, repair, addition to, subtraction from, improvement to, or maintenance of, any building, road, or other structure, project, development, or improvement attached to real estate, including the Project, (i) shall not apply to damages caused by or resulting from the sole negligence of Owner, its agents or employees, and (ii) to the extent caused by or resulting from the concurrent negligence of (a) Owner, its agents or employees and (b) Contractor, its agents or employees, shall apply only to the extent of the negligence of Contractor, its agents or employees (references in this sentence to Contractor agents or employees shall be deemed to include every Subcontractor, lower tier subcontractor, supplier, materialman, invitee or visitor or guest of any such party, anyone directly or indirectly employed by any of them or anyone for whose acts they may be liable).

Contractor Initial Here

Initial


Owner Initial Here



7. The term “Pre-construction Services” as used herein includes without limitation the following work and services, and those described in the Contractor’s proposal dated November 07, 2025, which is attached hereto as **Exhibit B**.

- a. Participation in periodic meetings with the Owner, the Owner's architect ("Architect") and other members of the Project team;
- b. Review of, and advice to the Owner and the Architect regarding, the existing progress set of drawings and specifications (approximately 90% complete);
- c. Solicitation of competitive bids from potential subcontractors and suppliers for all aspects of the Project work based on the existing progress set of drawings and specifications, analyzing bids received and making recommendations for awards (accompanying its recommendations with all pertinent data required for decision upon the award, including a summary of bids received on a form approved by the Owner and complete sets of all subcontractor bids received, including each bidder’s clarifications, qualifications and assumptions);
- d. Submission of recommendations and advice to the Owner, the Architect and other members of the Project team regarding (1) value engineering to reduce anticipated Project cost, including with respect to selection of materials, building systems and equipment, (2) construction feasibility, (3) time requirements for procurement, installation and construction completion, and (4) factors related to construction cost;
- e. Assistance to the Architect and the Owner in further developing and completing the drawings and specifications for the Project (including reviewing the documents for constructability, completeness, coordination and internal consistency and listing additional information needed for effective bidding);
- f. Preparation and revisions of the Project schedule throughout the preconstruction phase;
- g. Identification and reporting of clashes and interferences in the project model(s) and drawings provided by the Architect);
- h. Submission of possible cost reduction measures or deduct alternates for consideration by the Project team and the Owner review and approval;
- i. Review and evaluation of any cost reduction measures or deduct alternates proposed by the Architect, any consultant or any other party engaged by the Owner or the Architect, or any potential subcontractor or other party, and submission of recommendations to the Owner as to which should be implemented to achieve or maintain the Owner’s desired construction cost budget;
- j. Submission of a construction schedule and a construction management/site logistics plan, each in a format, and with such detail, as may be approved by the Owner;
- k. Submission of recommendations and advice to the Owner, the Architect and other members of the Project team regarding the desirability of finalizing the design for, and placing orders for, structural steel and other "long lead" portions of the Project prior to completion of the 100% Construction Documents for the balance of the Project in order to (i) secure firm pricing for such portions of the Project prior to the balance of the Project and/or (ii) commence the Work on such portions of the Project prior to the balance of the Project in order to achieve the Owner’s desired schedule;
- l. If required by Owner, performance of exploratory work to identify existing conditions; and
- m. All other Pre-Construction Services described in this Agreement and in Owner’s request for proposals dated September 30, 2025 and all addenda thereto;

8. During the performance of Pre-Construction Services, the Parties shall endeavor to negotiate a definitive written construction contract for construction phase services (the "Construction Contract") in the event that Owner engages Contractor to perform construction phase services for the Project. The Construction Contract shall consist of modified versions of the 2017 editions of AIA Documents A102 and AIA Document A201, unless the Parties otherwise agree in writing. The Owner has submitted a proposed form of Construction Contract for review and comment by Contractor. If and when the Parties agree on the form of Construction Contract, at the Owner's request the Contractor shall execute a written instrument confirming such agreement.

9. When the Owner determines that the drawings and specifications for the Project and all value engineering decisions have been sufficiently developed, the Contractor shall prepare and submit a proposal (the "GMP Proposal") for the Project which includes a proposed guaranteed maximum price, schedule of values, maximum compensation for general conditions items, allowances, unit prices, clarifications, construction schedule and any other items needed to complete the Construction Contract, all of which shall be consistent with the agreed Construction Contract provisions. The Owner and the Contractor shall negotiate the terms of the GMP Proposal for the Project. If the Parties agree to the terms of the GMP Proposal and all other provisions required to complete the Construction Contract, the Parties shall complete and execute the Construction Contract for the Project. If the Parties fail to agree to the terms of the GMP Proposal and all other provisions required to complete the Construction Contract, Contractor shall have no obligation to provide, and Owner shall have no obligation to pay for, construction services for the Project. Unless and until the Owner and the Contractor execute and deliver the Construction Contract for a Project, the Contractor shall not incur any cost to be reimbursed as part of the construction cost for the Project except for any authorized Work as the Owner may specifically authorize pursuant to a written work authorization.

10. The Owner may from time to time after the date hereof, but shall not be obligated to, authorize the Contractor in writing to perform specific items of Work ("Authorized Work") using the form attached hereto as **Exhibit C** (the "Authorized Work Authorization Form"). Any such Authorized Work performed prior to agreement on the form of Construction Contract shall be performed under the terms and conditions of this Agreement and, to the extent not addressed in this Agreement, AIA Documents A102 2017 and A201 2017 (the "AIA Form Contract"), subject to any limitations on pricing and timing for such Authorized Work set forth in the applicable Authorized Work Authorization Form; any such Authorized Work performed after agreement on the form of Construction Contract shall be performed under the terms and conditions of this Agreement and, to the extent not addressed in this Agreement, the Construction Contract, subject to any limitations on pricing and timing for such Authorized Work set forth in the applicable Authorized Work Authorization Form. Amounts paid for Authorized Services shall be credited against the Contract Sum under the Construction Contract. Each subcontract for Authorized Services or otherwise entered into with the Owner's consent shall (i) be terminable by the Contractor without penalty if the Contractor's services for the Project are terminated and (ii) allow such subcontract to be assigned to Owner or the Owner's designee following any termination of the Contractor's services under this Agreement or the Construction Contract.

11. Contractor shall comply with all applicable federal, state and local laws, ordinances and regulations governing the Pre-construction Services, including, without limitation, all applicable zoning ordinances, permitting requirements, Owner policies, and environmental laws.

12. Contractor will pay all of its consultants, subcontractors, advisors and other persons with whom Contractor has contracted with respect to the Pre-construction Services, in accordance with its contractual obligations to such first-tier parties, all the amounts Contractor has received from Owner on account of the work of such first-tier parties. Contractor will impose similar requirements on such first-tier parties to pay

those sub-tier parties with whom the first-tier parties have contracted. To the extent it has been paid in accordance with this Agreement, Contractor shall not permit any liens to attach to the Project site by reason of the Pre-construction Services or the exercise of Contractor's rights hereunder. To the extent it has been paid in accordance with this Agreement, Contractor will not create or permit to be created or remain, and will discharge, at Contractor's sole cost and expense, any and all liens, encumbrances or charges levied on account of any builder's, supplier's, mechanic's, laborer's, materialmen's or similar lien that might become a lien, encumbrance, or charge upon the Project site or the income derived therefrom, with respect to any Pre-construction Services performed by or at the direction of Contractor. Provided that Owner has fulfilled its payment obligations under the Agreement, in the event any mechanic's or other lien shall at any time be entered, or any petition or proceeding therefor filed against the property by reason of such Pre-construction Services, Contractor shall promptly cause the same to be discharged of record or bonded. If Contractor shall fail to cause such lien to be discharged or bonded within seven (7) days after being notified in writing by Owner of the filing of the lien, then, in addition to any other right or remedy of Owner, Owner may bond or discharge the same by paying the amount claimed to be due, and the direct amount so paid by Owner, including reasonable attorneys' fees incurred by Owner either in defending against such lien or in procuring the bonding or discharge of such lien, shall be deducted from Contractor's next due payment under this Agreement.

13. **Contractor and Owner waive claims against each other for consequential damages arising out of this Agreement.**

14. All provisions of the AIA Form Contract (prior to agreement on the form of Construction Contract) and the negotiated form of Construction Contract (after agreement on the form of Construction Contract), including, without limitation, the provisions regarding liens, safety, insurance and indemnification, as amended or affected hereby, apply to the Pre-Construction Services provided by Contractor and are incorporated herein by reference.

15. The term of this Agreement shall commence upon mutual execution of the Parties and, unless otherwise agreed in writing by both Parties, it shall automatically terminate upon the earlier of: (i) the date the Parties execute a Construction Contract, or (ii) the date this Agreement is terminated by either Party in accordance with Section 16, or (iii) the close of business on September 30, 2027. The indemnification obligations of Contractor set forth in this Agreement shall survive any termination of this Agreement. If this Agreement is a "multiyear contract" as defined in [Section 63G-6a-103\(49\)](#), Utah Code Annotated 1953, then it is subject to the provisions of [Section 63G-6a-1204](#), Utah Code Annotated 1953.

16. This Agreement may be terminated by the Parties as follows:

- a. **For Cause.** Should either Party breach a material provision of this Agreement, the other Party may give written notification to the breaching Party that it intends to terminate this Agreement for cause unless the breach is cured within seven (7) days from receipt of notice. Upon the expiration of such cure period and failure to cure the breach, this Agreement may be terminated for cause by the non-breaching Party in writing. In the event this Agreement is terminated for cause due to a breach by either Party as described above, the breaching Party shall be liable to the non-breaching Party for any direct damages that the non-breaching Party incurs as a result of such breach (except to the extent waived).
- b. **For Convenience.** This Agreement may be terminated in whole, or in part, by the Owner for convenience at any time upon written notice to Contractor. In such event, Owner shall pay Contractor all Costs earned under this Agreement as of the date of such termination, subject to the Pre-construction Services Fee.

17. All reports, drawings, cost estimates, feasibility plans, logistics plans and other documents, information and material, including material in electronic media, prepared by or on behalf of the Contractor for the Projects (collectively, together with any design or creative concepts contained therein or any other intellectual property relating thereto, "Work Product") shall be considered "works made for hire" under 17 U.S.C. §101, and upon receipt of payment for such work then due that is not in dispute, shall be and remain the sole, exclusive and complete property of Owner at all times, and Owner shall own all rights, copyrights, or other intellectual property rights there may be with respect to the Work Product. Contractor agrees to execute and furnish and to cause all subcontractors or consultants to execute and furnish, as necessary, any assignment or other document that may be necessary to perfect, confirm or maintain Owner's ownership of all Work Product. The Parties understand that all material provided or produced under this Agreement may be subject to [Sections 63G-2-101](#), et seq., Utah Code Annotated 1953 (the "Utah Government Records Access and Management Act").

18. In consideration of the Owner's agreements herein, Contractor agrees to commence performing the Pre-construction Services upon receipt of an executed copy of this Agreement signed by Owner and Contractor, this Agreement constituting a notice to proceed solely with respect to the Pre-construction Services.

19. All notices and communications required or permitted to be given under this Agreement by the Parties shall be made by email, registered mail or overnight mail to the addresses set forth below. However, notices sent in connection with Section 16 of this Agreement via email shall be followed by a written confirmation using any one of the other delivery methods described in the preceding sentence as soon as reasonably practicable. Each Party reserves the right to change its address by way of notices.

If to Owner: Aaron Van Dyke
Lincoln
2701 N Thanksgiving Way, Suite 200
Lehi, UT 84043
503.763.1149

If to Contractor: Jeff Palmer, Executive Vice President
9090 South Sandy Parkway
Sandy, UT 84070
801.231.7642

20. Contractor shall not assign this Agreement or any of its rights or interests herein to any third-party, either in whole or in part, without the prior written consent of the Owner. Owner may, without consent of the Contractor, assign this Agreement and/or any agreement for Authorized Work to any entity controlling, controlled by, or under common control with Owner or to any successor developer of the Project that is affiliated with Owner. Following any such assignment, the Contractor will accept the purchaser as the "Owner" under this Agreement and/or any assigned agreement for Authorized Work any and will release the original Owner from any and all liabilities hereunder and thereunder.

21. Contractor shall (a) hold and/or use all documents or other information provided by or on behalf of Owner, or developed by Contractor in connection with its services hereunder, on a strictly confidential basis, (b) not use such documents or information except in performing responsibilities hereunder; (c) not disclose such documents or information to any party except with the prior written permission of Owner; and (d) return all such documents and information to Owner upon the termination or completion of

Contractor's services for the Project provided however, Contractor may maintain project files and records as required by law. Contractor shall be entitled to rely on the accuracy of all documents and other information provided to it by the Owner, Architect, and its other agents. All such documents and other information that Contractor receives from or on behalf of Owner will remain the property of Owner.

22. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah, regardless of its conflicts of laws principles. **IT IS FURTHER AGREED THAT ALL DISPUTES ARISING IN CONNECTION WITH THIS AGREEMENT SHALL BE RESOLVED THROUGH LITIGATION IN THE STATE DISTRICT COURTS OF SALT LAKE COUNTY, WHICH THE PARTIES AGREE IS THE SOLE AND EXCLUSION JURISDICTION FOR THE ADJUDICATION OF ALL DISPUTES ARISING IN CONNECTION WITH THIS AGREEMENT.** In the event either Party initiates legal proceedings arising out of or relating to this Agreement, the prevailing Party shall be entitled to recover reasonable attorney's fees.

23. This Agreement constitutes the entire agreement among the Parties with respect to its subject matter and supersedes any prior agreements and understandings, whether written or oral, among them regarding such subject matter. This Agreement cannot be amended or otherwise modified except by a written instrument signed by each of the Parties.

24. This Agreement may be executed in several counterparts, and/or by execution of counterpart signature pages which may be attached to one or more counterparts, and all so executed shall constitute one agreement binding on all of the Parties hereto, notwithstanding that all of the Parties are not signatory to the original or the same counterpart. In addition, any counterpart signature page may be executed by any party wherever such party is located, and may be delivered by facsimile or e mail transmission, and any such facsimile or e mail transmitted signature pages may be attached to one or more counterparts of this Agreement, and such faxed or emailed signature(s) shall have the same force and effect, and be as binding, as original signatures executed and delivered in person.

25. The Contractor is familiar with and is stratified as to all laws and regulations that may affect cost, progress, and performance of the Pre-Construction Services, including, but not limited to, [Sections 63G-6a-101](#), et seq., Utah Code Annotated 1953 (the "Utah Procurement Code"), and shall comply with all such applicable laws and regulations.

26. 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 Owner, its respective officials, employees, contractors, or agents, or any other person acting on behalf of the Owner and, in particular, governmental immunity afforded to or available to the Client pursuant to [Sections 63G-7-101](#), et seq., Utah Code Annotated 1953 (the "Governmental Immunity Act of Utah").

27. During the performance of this Agreement, the Owner may disclose Personal Identifying Information to the Contractor. "Personal Identifying Information" means a Social Security number; a financial account number, or credit or debit card number; a required security code, access code, or password; an official state or government-issued driver's license or identification card number, as defined as "Personal information" in [Section 13-44-102\(4\)](#), Utah Code Annotated 1953; or an address, birth date, Social Security number, tax identification number, passport number, driver license number, non-driver government-issued identification number (including a military identification number), telephone number, bank account number, student identification number, credit or debit card number, personal identification

number, unique biometric data, employee or payroll number, automated or electronic signature, computer image file, photograph, computer screen name, personal identification code, or account balance, overdraft history, or payment history, as defined as “Identifying information” or “Personally identifiable information” in [Sections 13-40-102\(7\)](#) and (14), Utah Code Annotated 1953. In compliance with [Sections 78B-4-701](#), et seq., Utah Code Annotated 1953 (the “Cybersecurity Affirmative Defense Act”), the Contractor agrees to implement and maintain reasonable security procedures and practices that are: (i) appropriate to the nature of the Personal Identifying Information disclosed to the Contractor; and (ii) reasonably designed to help protect the Personal Identifying Information from unauthorized access, use, modification, disclosure, or destruction.

28. Audits

- a. The Contractor shall keep full and detailed books and records that relate to this Agreement and exercise such controls as may be necessary for proper financial management under this Agreement and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. Fixed components of Contractor’s costs, such as its Billable Rates, shall not be subject to such audit or inspection.
- b. The Contractor shall preserve these books and records for a period of six (6) years after final payment under this Agreement, or until all audits initiated pursuant to this Section within the six (6) year period have been completed, whichever is later.
- c. The Contractor shall require subcontractors to maintain all books and records relating to a subcontract for a period of six (6) years after final payment under a subcontract, or until all audit initiated under this Section within the six (6) year period have been completed, whichever is later.
- d. The Owner or an audit entity under contract with the Owner may audit the books and records of the Contractor and the Contractor shall provide in the Contractor’s subcontractors that the Owner or an audit entity under contract with the Owner may audit the books and records of the subcontractor. An audit under this Section: (1) is limited to the books and records that relate to this Agreement and/or subcontracts entered into pursuant to this Agreement; and (2) may only occur at a reasonable place and time.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement to be effective as of the Effective Date.

OWNER

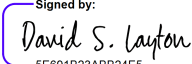
POINT PHASE 1 PUBLIC INFRASTRUCTURE
DISTRICT NO. 1, a quasi-municipal corporation
and political subdivision of the State of Utah

Jay Hardy
Jay Hardy (May 7, 2026 14:34:57 MDT)

Name: Jay Hardy
Its: Chair

CONTRACTOR

Layton Construction Company, LLC

By:  Signed by:
5E691B23ABB24E5...

Name: David S. Layton

Its: President/CEO

EXHIBIT A

INSURANCE REQUIREMENTS

1. The Contractor is responsible for its own deductibles under all insurance policies required by this Exhibit, and such deductibles will not be reimbursed as Costs. The premiums for such policies shall be included as part of the Costs under this Agreement to the extent applicable to the Pre-construction Services. All insurance required hereunder shall be obtained by Contractor prior to commencing any Pre-construction Services and shall be maintained until termination of this Agreement.
2. Contractor shall obtain and maintain commercial general liability ("CGL") insurance. The CGL insurance shall have coverage limits of not less than Two Million Dollars (\$2,000,000.00) per occurrence for property damage and bodily injury including death for any one occurrence, Four Million Dollars (\$4,000,000.00) in the aggregate, such aggregate amount to be on a per location basis, and Four Million Dollars (\$4,000,000.00) in products-completed operations aggregate coverage. Further, the CGL insurance shall include contractual liability coverage at least as broad as the coverage included in ISO Form No. CG 00 01 04 13. The CGL insurance shall include Owner as an additional insured on a primary and non-contributory basis using a combination of ISO CG 20 10 10 01 and ISO CG 20 37 10 01 endorsements.
3. Contractor shall obtain and maintain business automobile insurance with liability limits of not less than Two Million Dollars (\$2,000,000.00) combined single limit per accident covering liability arising out of the use of any of vehicles used in conjunction with the Project, whether owned, non-owned or hired. The business automobile insurance shall include Owner as an additional insured on a primary and non-contributory basis.
4. Contractor shall obtain and maintain: (a) workers' compensation insurance in the amount required by applicable state statutes, and (b) employer's liability insurance in the amount of One Million Dollars (\$1,000,000.00) Bodily Injury by Accident, Bodily Injury by Disease Each Employee and Bodily Injury by Disease Policy Limit.
5. Contractor shall obtain and maintain umbrella liability insurance on an occurrence basis in amounts not less than Five Million Dollars (\$5,000,000.00) per occurrence and Five Million Dollars (\$5,000,000.00) in the aggregate, such aggregate to be on a per location basis. The umbrella liability insurance shall include Owner as an additional insured and shall follow the form of and be excess of the insurance policies required in Sections 2, 3 and 4(b).
6. Contractor shall obtain and maintain professional liability insurance covering professional services relating to the Project, in an amount not less than Five Million Dollars (\$5,000,000.00) per claim and in the aggregate. Each design consultant shall maintain professional liability insurance in an amount no less than One Million Dollars (\$1,000,000.00) per claim and in the aggregate.
7. At the sole cost and expense of Owner, Contractor shall obtain and maintain, or cause to be obtained and maintained, such other insurance as may be reasonably required by the Owner so long as the insurance is commercially available.
8. All policies described above shall provide that the insurer shall give at least thirty (30) days' notice in writing to the Owner of cancellation, termination (other than non-payment), or material change of any policy and ten (10) days' notice of cancellation for non-payment.

9. Each policy required hereunder shall (a) be issued by an insurer of recognized responsibility licensed to issue such policy in the State, filed and admitted with the State Insurance Commissioner, which shall be rated at least "A" :VIII by Alfred M. Best Co., Inc., and (b) be on an occurrence basis for liability coverages (other than the professional liability insurance policy required herein).

10. All insurance policies obtained by the Contractor and its consultants relating to the Project shall include a clause or endorsement waiving any of insurer's rights of subrogation or recovery against Owner, which rights are expressly waived by Contractor in connection with the insurance required hereunder.

11. At least ten (10) days before any policy of insurance required under this Agreement expires, Contractor shall deliver or cause to be delivered to the Owner original certificates of insurance or binders for the policies being renewed or replaced.

EXHIBIT B
CONTRACTOR'S PROPOSAL

EVENT CENTER PROJECT **Exhibit B**

POINT PHASE 1 PUBLIC INFRASTRUCTURE DISTRICT

NOVEMBER 7, 2025





November 7, 2025

LAYTON CONSTRUCTION

9090 Sandy Pkwy
Sandy, UT 84070

JEFF PALMER
(801) 231-7642
jpalmer@laytonconstruction.com

Dear Selection Committee,

“Great events bring people to places where those moments become possible.”

We believe event centers are more than just buildings—they are gathering places that define communities, inspire connection, and create memories for generations. We are excited for the opportunity to partner with The Point team to bring this vision to life.

BUILDING UTAH'S PREMIER GATHERING SPACES

Layton Construction is the most qualified and experienced builder of event centers, performing arts venues, and stadiums in the state of Utah. Our portfolio includes some of the region's most iconic gathering spaces—projects that demand precision, collaboration, and an unwavering commitment to quality. We understand the level of coordination, communication, and technical expertise required to deliver a facility of this scale and significance.

EARLY PLANNING, EXCEPTIONAL RESULTS

The success of a project like The Point Event Center begins long before construction starts. Our preconstruction and operations teams are deeply experienced in design-build delivery and the critical integration of MEPF systems. We know how to drive efficiency through early design coordination, streamline complex systems, and anticipate challenges before they arise. This proactive approach ensures predictability, performance, and exceptional results.

EXPERIENCE YOU CAN TRUST

Layton knows what it takes to be successful. We bring a proven process, a highly qualified team, and a reputation for building Utah's most complex and celebrated event venues. We are confident that together—with your vision and our experience—we can deliver an event center that exceeds expectations and becomes a defining feature of The Point.

We appreciate your consideration and look forward to the opportunity to discuss our approach in more detail.

Sincerely,

Jeff Palmer
Layton Construction Company, LLC
Executive Vice President

WHAT'S INSIDE

- 01** Company Overview
- 02** Similar Project Experience
- 03** Team Capabilities and Qualifications
- 04** Preliminary Schedule
- 05** Bid Bond

01

Company Overview

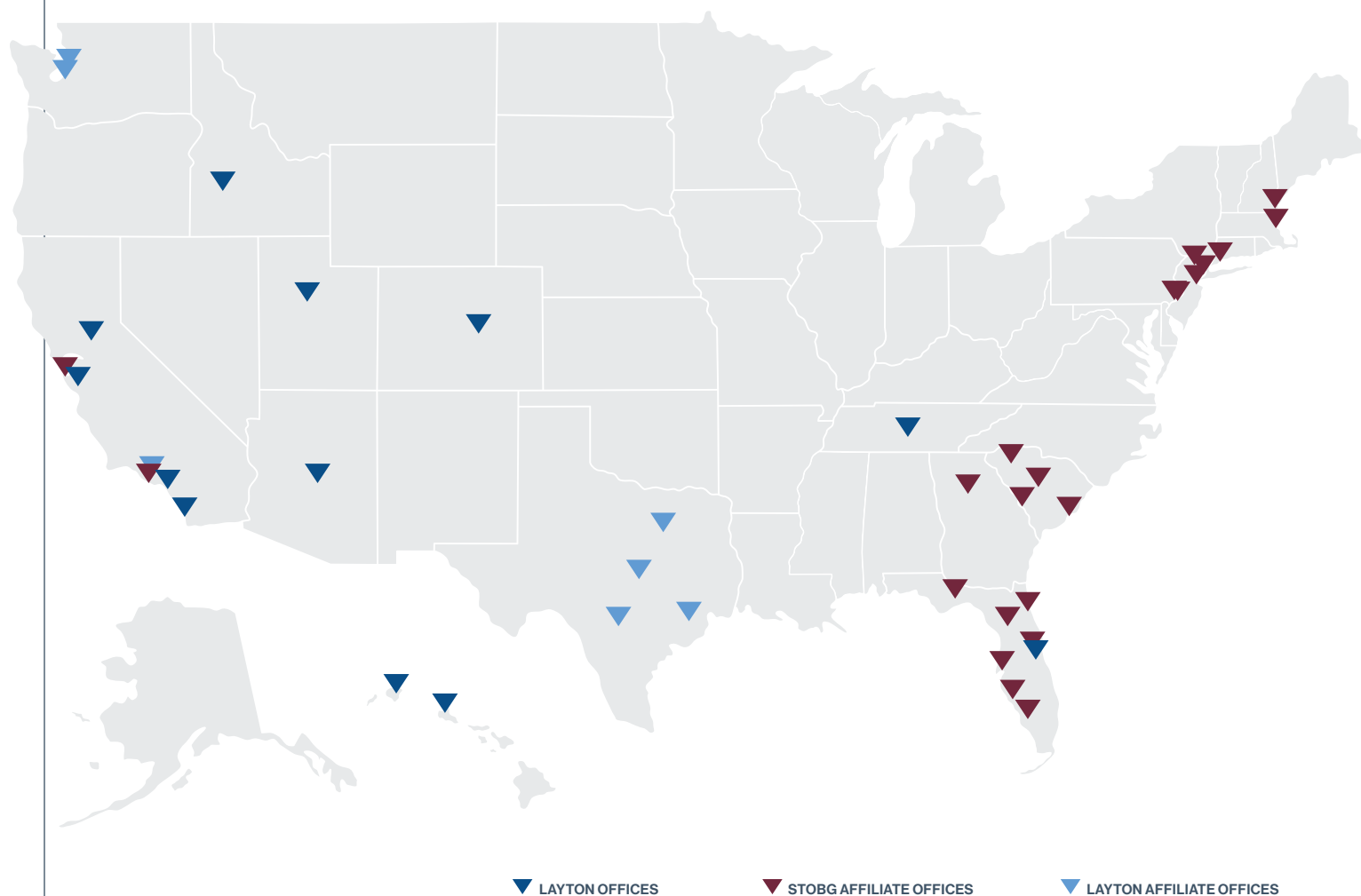
LAYTON CONSTRUCTION

CREATING VALUE AND BUILDING RELATIONSHIPS.

We're a nationally ranked contractor with proven experience in virtually every industry. We manage and execute commercial construction contracts for private and public clients who value transparency, open communication, and predictable outcomes.

Layton is a privately held firm established in Utah in 1953. Since its inception, our footprint has expanded significantly to encompass a majority of the United States. We have successfully delivered thousands of facilities and structures from strategically placed offices.

Our product is superior service, providing clients with certainty in schedule and accuracy in budget. While no two projects are alike, all are managed using the same fundamental process we call *The Layton Way*.



\$6B+
ANTICIPATED REVENUE (2025)

1,715
FULL-TIME STAFF

72
YEARS IN BUSINESS

THE RUTH AND NATHAN HALE THEATER AT DOTERRA

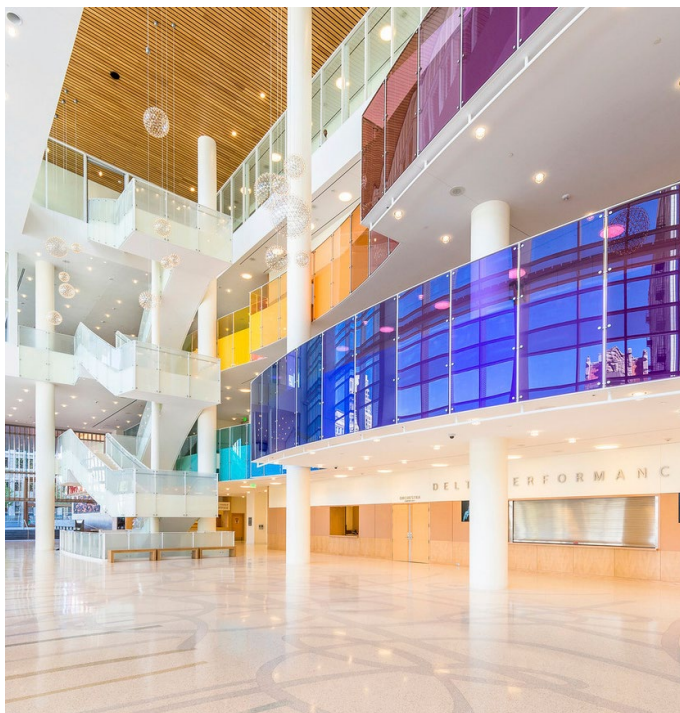
GREATER ACCESS TO THE RESOURCES YOU NEED

STO BUILDING GROUP.

Our quality extends beyond state lines—a fact many repeat clients have recognized as they expand into new markets using our proven construction experience. Layton is a member of the STO Building Group—an international, employee-owned enterprise of builders. Under the STOBG umbrella, our network includes the resources of 14 additional construction management firms, enabling us to offer our clients a complete range of services and access to our networks across the United States.

02

Similar Project Experience



ECCLES THEATER

SALT LAKE CITY, UT

The George S. and Dolores Dore Eccles Theater is a stunning 2,500-seat Broadway-style venue in downtown Salt Lake City. The six-story building features a main theater, black box studio, and inviting public spaces that energize the surrounding blocks day and night.

This tight urban site presented unique challenges; zero lot lines with a high-rise tower under construction next door required careful coordination. After demolishing a 1960's building, we expanded the project to improve surrounding streets with new lighting, landscaping, and storefronts connecting the theater to downtown.

Layton joined early as CMGC, partnering with architects to ensure budget and schedule predictability while minimizing business disruption. Our team self-performed key work, including the massive 20-foot-deep foundation for stage infrastructure, loading bays, and street improvements—about 11% of the project—all while maintaining quality control in this complex urban environment.

RELEVANCY

- Event center
- Early involvement during design
- CMGC
- Acoustical requirements
- Suites
- Back of house
- Concessions
- Mechanical requirements
- Unique phasing of construction
- Lighting/rigging
- Seating options
- Industry/vendor relationships
- Catwalks

SIZE
148,000 SF

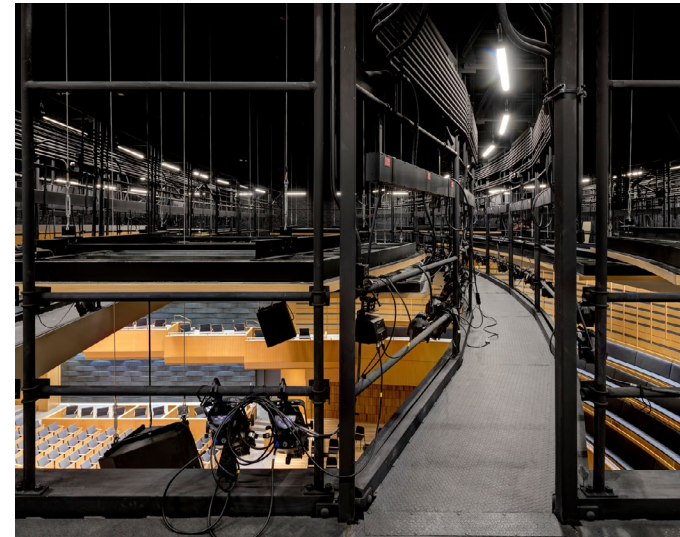
COST
\$107 M

SCHEDULE
25 Months

ARCHITECT REFERENCE
Mike Vela | HKS, Inc.
mvela@hksinc.com
(801) 532-2393

OWNER REFERENCE
Jeff Gwilliam
jgwilliam@slcgov.com
(801) 726-0331

Team Members Involved: Jeff Beecher, Jeff Palmer, Jared Adamson, Landon Sherwood, Brent Hansen



UVU NOORDA CENTER FOR THE PERFORMING ARTS

OREM, UT

The Noorda Center for the Performing Arts at Utah Valley University brings world-class entertainment and education to Orem and the surrounding community. This complex is where students master their craft and audiences experience unforgettable performances.

The center features two premier venues: a 501-seat theater with orchestra pit perfect for musicals and dramatic productions, plus a 900-seat concert hall designed as the Utah Symphony's valley home with adjustable acoustics for any musical style.

Beyond the main stages, 54 practice rooms and teaching studios support student learning alongside specialized spaces for dance, choral work, production facilities, and computer labs. The versatile lobby doubles as an event space.

Built with polished concrete, sleek metal panels, and warm wood finishes, the Noorda Center serves as Utah Valley's premier destination for performing arts—from intimate recitals to grand symphony performances.

RELEVANCY

- DFCM Project
- Early involvement during design
- Acoustical requirements
- Multiple types of event space
- Back of house
- Concessions
- Mechanical requirements
- Lighting/rigging
- Seating options
- Flexibility of space
- Catwalks
- Industry/vendor relationships

SIZE
131,600 SF

COST
\$50 M

SCHEDULE
14 Months

ARCHITECT REFERENCE
Joe Smith | Method Studio
joe@method-studio.com
(801) 532-4422

OWNER REFERENCE
Frank Young
frank.young@uvu.edu
(801) 863-7202

Team Members Involved: Jeff Beecher, Jeff Palmer, Jared Adamson, Landon Sherwood, Brent Hansen



U OF U RICE-ECCLES STADIUM EXPANSION

SALT LAKE CITY, UT

The Ken Garff Performance Zone serves as a striking focal point for the University of Utah's Rice-Eccles Stadium. This fast-track project delivered a massive 120,000SF addition that boosted stadium capacity from 45,807 to 51,444 seats while completely enclosing the end zone. The expansion features a spacious home team locker room, 19 luxury suites, and numerous premium hospitality areas.

The massive structure required over 400 soil nails anchored by a 30-foot shoring wall, plus 2,400 structural steel members and thousands of yards of concrete throughout. One of the project's most delicate challenges involved carefully relocating the iconic Olympic cauldron, refurbishing it, and installing it on a new custom pedestal.

Despite navigating football season scheduling and COVID-19 disruptions, the team delivered this world-class facility in just 19 months, providing the university with upgraded amenities that elevate their entire athletics program.

RELEVANCY

- DFCM Project
- Early involvement during design
- CMGC
- Acoustical Requirements
- Multiple types of event space
- Back of house
- Concessions
- Mechanical requirements
- Unique phasing of construction
- Seating options
- Flexibility of space
- Industry/vendor relationships
- Precast riser construction

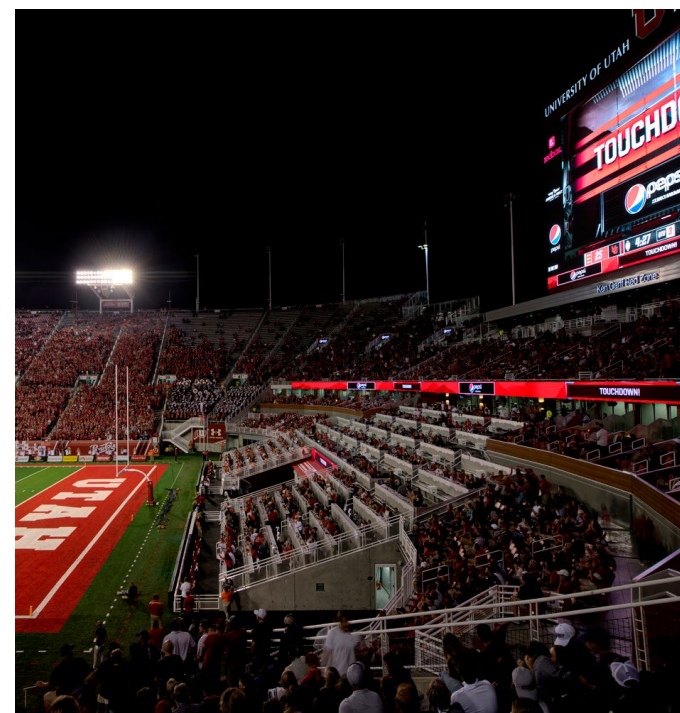
SIZE
120,000 SF

COST
\$79 M

SCHEDULE
19 Months

ARCHITECT REFERENCE
Brent Tippets
btippets@vcbo.com
(801) 560-4950

OWNER REFERENCE
Gavin Gough
gavin.gough@utah.edu
(801) 232-9426



Team Members Involved: Jeff Beecher, Jeff Palmer, Jared Adamson, Landon Sherwood, Austin Anderson, Jordan Urrutia, Brent Hansen



HALE CENTRE THEATRE

SANDY, UT

Layton handled preconstruction and construction for the Hale Centre Theatre Performing Arts Center, partnering with theatre staff and Sandy city officials to navigate challenges and stay on schedule.

This unique venue hosts hundreds of sold-out shows annually on its 2.9-acre site. It features two theaters with 1,361 total seats—a 900-seat theater-in-the-round and a 461-seat proscenium-thrust theater. The facility includes cutting-edge sound and lighting, spacious backstage areas, dressing rooms, a grand lobby with concessions, and administrative offices.

The showpiece is the main theater's rotating stage, which gives every audience member an intimate view while simplifying set changes—the stage lowers out of sight instead of relying on a traditional fly-loft.

The construction was challenging. Beyond the tight schedule, the below-stage area needed excavating 50 feet wide and 70 feet deep through sandy, waterlogged soil that couldn't support the building's weight. The solution was 225 piles—some reaching 70 feet deep—driven past the sand layer to bedrock to anchor and support the entire structure.

RELEVANCY

- Early involvement during design
- CMGC
- Acoustical requirements
- Multiple types of event space
- Back of house
- Concessions
- Mechanical requirements
- Unique phasing of construction
- Seating options
- Flexibility of space
- Industry/vendor relationships

SIZE
132,000 SF

COST
\$80 M

SCHEDULE
26 Months

ARCHITECT REFERENCE
Lyle Beecher
lbeecher@beecherwalker.com
(801) 438-9500

OWNER REFERENCE
Mark Dietlein
markd@hct.org
(801) 415-2300

Team Members Involved: Jeff Beecher, Jeff Palmer, Jared Adamson, Landon Sherwood, Jordan Urrutia



THE RUTH AT doTERRA

PLEASANT GROVE, UT

The Ruth and Nathan Hale Theater @ doTERRA features state-of-the-art sound, lighting, and innovative staging. The venue includes a 680+ seat main theater in proscenium thrust format (expandable to over 775 with in-the-round seating), plus a beloved 300-seat studio theater designed to replicate the original Orem location that patrons have cherished for over 30 years.

Built with community impact as a priority, The Ruth features high-end ballroom and VIP space for the Impact Club, which funds future theater opportunities. The west end's Education Wing includes recording studios, vocal studios, multi-purpose rooms, and administrative offices.

Notable construction features include 50-foot-tall CMU core walls supporting each theater and the entire structure. The site manages significant groundwater—pumping 75 gallons per minute from the basement, which continues post-completion. For enhanced efficiency and patron comfort, the HVAC system runs underground and beneath the seating.

RELEVANCY

- Early involvement during design
- CMGC
- Acoustical requirements
- Multiple types of event space
- Back of house
- Concessions
- Mechanical requirements
- Unique phasing of construction
- Seating options
- Flexibility of space
- Industry/vendor relationships
- Design-assist on major trades

SIZE
78,000 SF

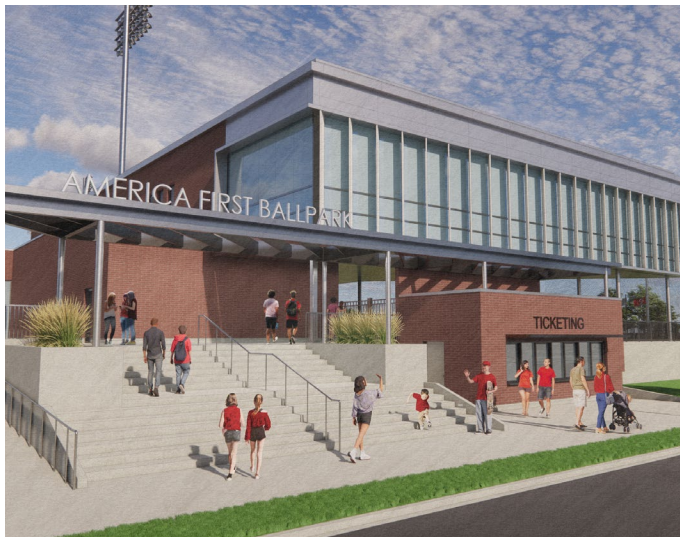
COST
\$51 M

SCHEDULE
23 Months

ARCHITECT REFERENCE
Joe Smith
joe@method-studio.com
(801) 532-4422

OWNER REFERENCE
Scott Darrington
sdarrington@pgcity.org
(801) 785-5045

Team Members Involved: Jeff Beecher, Jeff Palmer, Jared Adamson, Austin Anderson, Landon Sherwood, Jordan Urrutia



CHARLIE MONFORT FIELD AT AMERICA FIRST BALLPARK - U OF U

SALT LAKE CITY, UT

This high-profile project features a modern stadium with seating for 1,200 fans, complete with concessions, restrooms, and ticketing offices to enhance the game-day experience.

The complex also includes comprehensive team facilities with locker rooms, meeting spaces, and administrative offices to support the baseball program. Beyond the stadium itself, the project encompasses a professionally designed field, state-of-the-art lighting systems, perimeter fencing, and an electronic scoreboard.

These amenities create a first-class venue for University of Utah baseball and provide players and fans with an exceptional facility.

RELEVANCY

- Follows DFCM Requirements
- Early involvement during design
- CMGC
- Acoustical requirements
- Multiple types of event space
- Back of house
- Concessions
- Mechanical requirements
- Unique phasing of construction
- Seating options
- Flexibility of space
- Industry/vendor relationships
- Early turnover of field to allow team practice
- Sound system

SIZE
45,500 SF

COST
\$31 M

SCHEDULE
Under Construction

ARCHITECT REFERENCE
Brent Tippets
btippets@vcbo.com
(801) 560-4950

OWNER REFERENCE
Gavin Gough
gavin.gough@utah.edu
(801) 232-9426

Team Members Involved: Jeff Beecher,
Jeff Palmer, Jared Adamson,
Landon Sherwood, Jordan Urrutia



AMERICA FIRST PERFORMING ARTS CENTER ADDITION & RENOVATIONS AT UTU

ST. GEORGE, UT

This comprehensive renovation transforms the America First Performing Arts Center into a premier venue serving the growing Washington County community. The project includes interior and exterior updates, expanding capacity to 1,400 guests.

Key improvements include a new balcony supported by two 55-foot steel beams, renovated theater and stage areas, an enhanced lobby, updated restrooms, improved backstage facilities, and a large event space addition. State-of-the-art lighting and sound systems will enable the venue to host everything from intimate performances to large-scale productions.

RELEVANCY

- DFCM Project
- Early involvement during design
- CMGC
- Acoustical requirements
- Multiple types of event space
- Back of house
- Mechanical requirements
- Unique phasing of construction
- Seating options
- Flexibility of space
- Industry/vendor relationships

SIZE
51,700 SF

COST
\$29 M

SCHEDULE
Under Construction

ARCHITECT REFERENCE
Dan Gasser
dan@sparanomooney.com
(801) 746-0234

OWNER REFERENCE
Clint Bunnell
cbunnell@utah.gov
(801) 957-7230

Team Members Involved: Jeff Beecher,
Jeff Palmer, Austin Anderson, Landon Sherwood



SUU MUSIC BUILDING

CEDAR CITY, UT

This two-story facility marks a significant milestone in SUU's commitment to fostering artistic excellence. The Music Center serves as a hub for musical education, performance, and innovation, providing facilities for students and the community.

The building features a 510-seat concert hall, a recital hall that doubles as a choral rehearsal room, and specialized spaces including a commercial music suite, percussion studio, and instrumental ensemble room.

Supporting facilities include two classrooms, a piano lab, a computer lab, and recording and production.

A notable interior feature includes stained glass donated by the Church of Jesus Christ of Latter-day Saints.

RELEVANCY

- DFCM project
- Early involvement during design
- CMGC
- Acoustical requirements
- Multiple types of event space
- Back of house
- Concessions
- Mechanical requirements
- Unique phasing of construction
- Seating options
- Flexibility of space
- Industry/vendor relationships

SIZE
44,000 SF

COST
\$35 M

SCHEDULE
Under Construction

ARCHITECT REFERENCE
Todd Kelsey
todd@method-studio.com
(801) 574-0389

OWNER REFERENCE
Tiger Funk
funk@suu.edu
(435) 586-7786

Team Members Involved: Jeff Beecher,
Jeff Palmer, Austin Anderson
Landon Sherwood



280,000+
YARDS POURED IN THE
PAST FIVE YEARS



RELEVANT SELF-PERFORM EXPERIENCE

LAYTON CONCRETE

Layton only self-performs concrete. We do this to ensure quality, safety, and schedule.

Quality concrete work is crucial to the success of every construction project. From the foundation to architectural feature walls, concrete plays an integral role in the construction of most buildings.

Concrete is typically the first activity, driving the schedule and setting the tone for quality on site. Our dedicated concrete personnel are true experts and bring an unmatched level of experience. In fact, Layton's concrete specialists have been recognized locally and nationally for their excellence and innovative approach—ranked among the top 50 concrete contractors in the United States by Concrete Construction magazine.

BENEFIT TO OUR CLIENTS:

With our focus on concrete work, a dedicated team, and range of experience, our approach is second to none—incorporating best practices combined with innovative solutions. Some of the benefits for owners include the following:

- Cost savings
- Streamlined bid process
- Schedule certainty
- Next-level quality

RECENT SELF-PERFORMED JOBS:

- Utah State Correctional Facility
- Provo City Center
- Rice-Eccles Stadium at University of Utah South End Zone
- Provo City Public Safety
- Kathryn F. Kirk Center at Huntsman Cancer Institute
- Provo Recreation Center
- Utah Food Bank
- America First Credit Union Operations Building
- Provo Airport Terminal Replacement
- Orem City Hall
- J.R. Simplot Plant Sciences
- UPS Mega Hub SLC
- Security National
- 650 Main Parking Structure
- 201 Commerce Building
- The Worthington Residences
- Bridgerland Technical College
- Innovation Pointe

RELEVANT DFCM PROJECT EXPERIENCE

OUR WORK WITH THE STATE OF UTAH

Layton has worked with and is trusted by the DFCM for over 30 years. This matters because you need an expert to not only make your vision a reality but to guide you through some of the more complicated elements of the construction process.

We understand the unique permitting requirements, budgets, public monies, taxes, transparency, procurement regulations, citizen involvement, and politics of building in the public sector. Layton brings proven experience delivering state-of-the-art public facilities within a limited budget. A few notable DFCM projects are listed below:

Rice-Eccles Stadium at University of Utah | South End Zone
SALT LAKE CITY, UT | 120,000 SF

Utah State Correctional Facility
SALT LAKE CITY, UT | 1,300,000 SF

Campus View Suites at Utah Tech University (3 Phases)
ST. GEORGE, UT | 400,000 SF

Kathryn F. Kirk Center for Comprehensive Cancer Care and Women's Cancers at Huntsman Cancer Institute
SALT LAKE CITY, UT | 205,000 SF

Scott C. Keller Building at Utah Valley University
OREM, UT | 206,000 SF

Utah State Development Center
AMERICAN FORK, UT | 60,000 SF

Noorda Center for the Performing Arts at Utah Valley University
OREM, UT | 132,000 SF

Dixie Technology College
ST. GEORGE, UT | 163,000 SF

Engineering and Technology Building at Utah Valley University
OREM, UT | 192,000 SF

Health Sciences Building at Bridgerland Technical College
LOGAN, UT | 81,000 SF

No. 1

DFCM CONTRACTOR OF THE YEAR | 2024

33

YEARS WORKING WITH THE DFCM

60+

DFCM PROJECTS



03

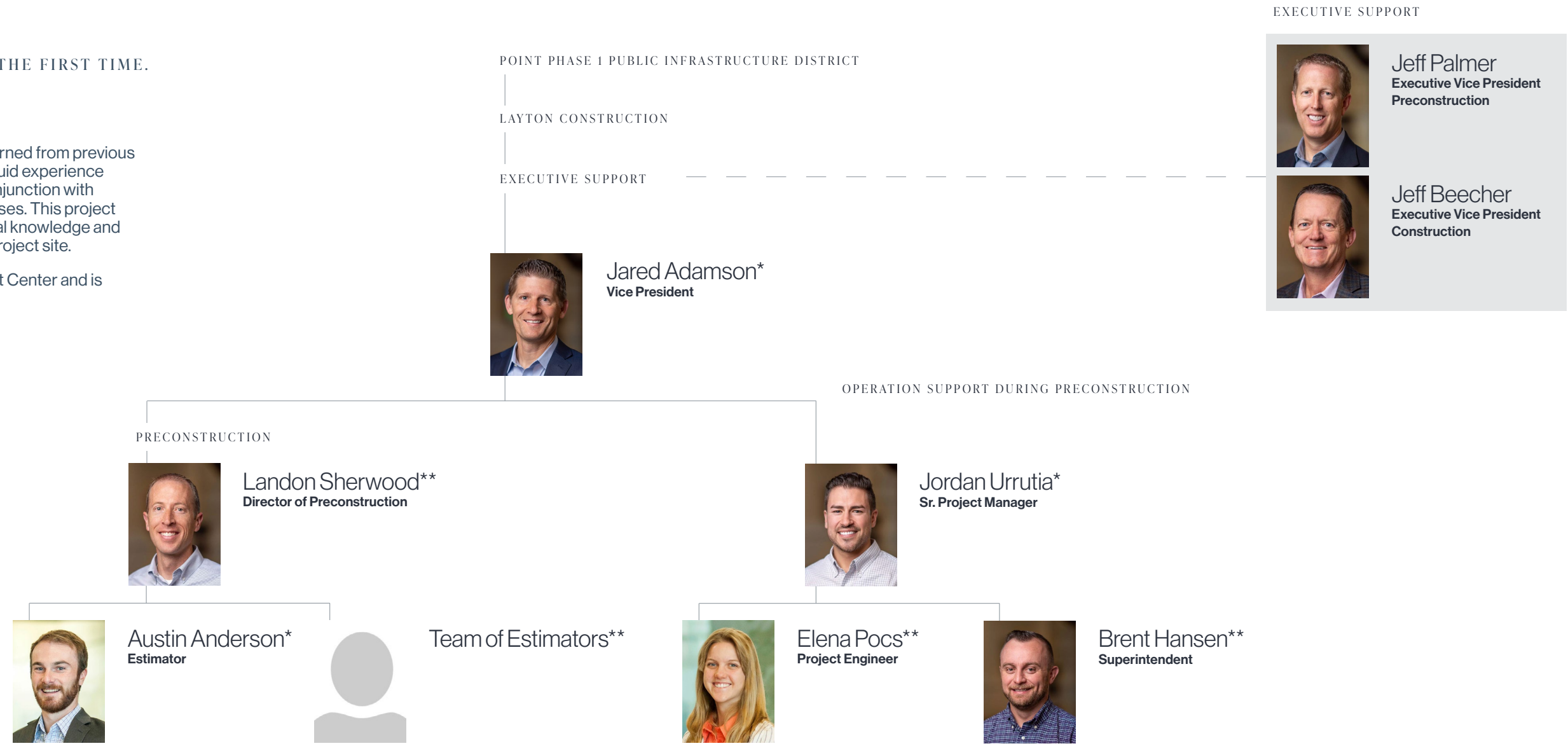
Team Capabilities and Qualifications

ORGANIZATIONAL CHART

THE TEAM TO BUILD IT RIGHT THE FIRST TIME.

This team is prepared to use lessons learned from previous event and stadium projects to create a fluid experience and deliver a predictable outcome in conjunction with Layton's overall preconstruction processes. This project necessitates a leadership team with local knowledge and the ability to drive the schedule for the project site.

This team is available for The Point Event Center and is ready to get started!



EXECUTIVE SUPPORT



Jeff Palmer
Executive Vice President
Preconstruction



Jeff Beecher
Executive Vice President
Construction

*Attends all preconstruction meetings
 **Attends key topic preconstruction meetings



JEFF BEECHER PE

EXECUTIVE VICE PRESIDENT

YEARS OF EXPERIENCE
38

EDUCATION
BS Civil Engineering
Brigham Young University

Jeff's leadership skills were developed managing construction projects from design to completion. His experience with performing arts facilities—including complex acoustics and specialized systems—has made him a creative problem solver who now leads the team with expertise in project planning and construction management.

Eccles Theater

SALT LAKE CITY, UT | 148,000 SF

2,500-seat Broadway-style venue in downtown Salt Lake City with a main theater, black box studio, and public spaces. Layton served as CMGC on this challenging zero-lot-line project, self-performing key work including the 20-foot-deep stage foundation while coordinating with adjacent high-rise construction.

Mesa Community College | Performing Arts Center

MESA, AZ | 210,000 SF

Community arts center with space for performing arts, visual galleries, and dance, theater, and visual arts instruction that covers an entire city block; and is inspired entirely by elements of its desert surroundings down to the smallest detail.

U of U Rice-Eccles Stadium Expansion

SALT LAKE CITY, UT | 120,000 SF

Renovation and addition to Rice-Eccles Stadium that increased capacity by 5,637 seats and features 19 luxury suites, premium hospitality areas, and a spacious home team locker room. This fast-track project required relocating and refurbishing the iconic Olympic cauldron while delivering the world-class facility in just 19 months despite football season and COVID-19 challenges.

Hale Centre Theatre

SANDY, UT | 132,000 SF

Theater venue and home to hundreds of sold-out performances a year, featuring event venue space and a parking garage. The theater-in-the-round center theater boasts 900 seats, while the separate proscenium-thrust theater holds 461.

UVU Noorda Center for the Performing Arts

OREM, UT | 131,600 SF

501-seat theater with orchestra pit and a 900-seat concert hall with adjustable acoustics. The complex includes 54 practice rooms and teaching studios, specialized spaces for dance and choral work, plus a versatile lobby that doubles as event space.

Jared is a performance-driven leader. He strives to provide the highest level of quality, service, and dedication to his projects. He was instrumental in the Rice-Eccles Stadium expansion and brings valuable performing arts experience, where his attention to detail has proven essential to delivering complex, specialized construction projects.

U of U Rice-Eccles Stadium Expansion

SALT LAKE CITY, UT | 120,000 SF

Renovation and addition to Rice-Eccles Stadium that increased capacity by 5,637 seats and features 19 luxury suites, premium hospitality areas, and a spacious home team locker room. This fast-track project required relocating and refurbishing the iconic Olympic cauldron while delivering the world-class facility in just 19 months despite football season and COVID-19 challenges.

Eccles Theater

SALT LAKE CITY, UT | 148,000 SF

2,500-seat Broadway-style venue in downtown Salt Lake City with a main theater, black box studio, and public spaces. Layton served as CMGC on this challenging zero-lot-line project, self-performing key work including the 20-foot-deep stage foundation while coordinating with adjacent high-rise construction.

The Ruth and Nathan Hale Theater at doTERRA

PLEASANT GROVE, UT | 78,000 SF

Performing arts facility featuring a 680-seat main theater in proscenium thrust format, a 300-seat studio theater, and high-end ballroom and VIP space for the Impact Club. The complex includes rehearsal studios, recording spaces, and education wings, showcasing vibrant sound, magnificent lighting, and innovative staging for the Hale Center Foundation for Arts and Education.

Hale Centre Theatre

SANDY, UT | 132,000 SF

Theater venue and home to hundreds of sold-out performances a year, featuring event venue space and a parking garage. The theater-in-the-round center theater boasts 900 seats, while the separate proscenium-thrust theater holds 461.

UVU Noorda Center for the Performing Arts

OREM, UT | 131,600 SF

501-seat theater with orchestra pit and a 900-seat concert hall with adjustable acoustics. The complex includes 54 practice rooms and teaching studios, specialized spaces for dance and choral work, plus a versatile lobby that doubles as event space.



JARED ADAMSON LEED GA, DBIA

VICE PRESIDENT

YEARS OF EXPERIENCE
26

EDUCATION
BS Construction Management
Brigham Young University-Idaho



JORDAN URRUTIA

SR. PROJECT MANAGER

YEARS OF EXPERIENCE

9

EDUCATION

BS Construction Management
Brigham Young University

As a performance-driven project manager with extensive event space experience, Jordan brings specialized expertise to hospitality and entertainment projects. His background managing complex event facilities has given him unique insights into operational requirements and intricate coordination needed for successful construction projects.

U of U Rice-Eccles Stadium Expansion

SALT LAKE CITY, UT | 120,000 SF

Renovation and addition to Rice-Eccles Stadium that increased capacity by 5,637 seats and features 19 luxury suites, premium hospitality areas, and a spacious home team locker room. This fast-track project required relocating and refurbishing the iconic Olympic cauldron while delivering the world-class facility in just 19 months despite football season and COVID-19 challenges.

The Ruth and Nathan Hale Theater at doTERRA

PLEASANT GROVE, UT | 78,000 SF

Performing arts facility featuring a 680-seat main theater in proscenium thrust format, a 300-seat studio theater, and high-end ballroom and VIP space for the Impact Club. The complex includes rehearsal studios, recording spaces, and education wings, showcasing vibrant sound, magnificent lighting, and innovative staging.

Hale Centre Theatre

SANDY, UT | 132,000 SF

Theater venue and home to hundreds of sold-out performances a year, featuring event venue space and a parking garage. The theater-in-the-round center theater boasts 900 seats, while the separate proscenium-thrust theater holds 461.

U of U Charlie Monfort Field at America First Ballpark

SALT LAKE CITY, UT | 45,500 SF

Baseball stadium featuring 1,200 seats, concessions, restrooms, and ticketing offices, along with team facilities including locker rooms, meeting spaces, and offices. The project encompasses a complete new field with lighting, fencing, scoreboard, and all supporting infrastructure.

Terminal Expansion at Provo Airport - Phase 2

PROVO, UT | 35,000 SF

Phase 2 of the airport terminal expansion enhances passenger experience through enlarged ticketing and queuing areas, plus expanded outgoing baggage handling and distribution facilities. The project includes reconfiguration and installation of new baggage conveyor systems to improve operational efficiency.

As a skilled field supervisor with extensive event space and hospitality construction background, Brent provides hands-on expertise in managing complex venue projects. His on-site leadership ensures seamless coordination of specialized trades and systems critical to entertainment facility construction, consistently delivering quality results on schedule.

Eccles Theater

SALT LAKE CITY, UT | 148,000 SF

2,500-seat Broadway-style venue in downtown Salt Lake City with a main theater, black box studio, and public spaces. Layton served as CMGC on this challenging zero-lot-line project, self-performing key work including the 20-foot-deep stage foundation while coordinating with adjacent high-rise construction.

UVU Noorda Center for the Performing Arts

OREM, UT | 131,600 SF

501-seat theater with orchestra pit and a 900-seat concert hall with adjustable acoustics. The complex includes 54 practice rooms and teaching studios, specialized spaces for dance and choral work, plus a versatile lobby that doubles as event space.

Innovation Pointe | Building 1

LEHI, UT | 250,000 SF

This five-story glass and concrete office building features floor-to-ceiling glass walls and an attached two-story parking structure. Constructed simultaneously with a mirror-image office tower just 40 feet away, both buildings are part of a 40-acre master-planned business complex designed for seamless integration and functionality.

Salt Lake City Liquor Store Relocation

SALT LAKE CITY, UT | 13,000 SF

Construction of a two-story building on a zero-lot-line site in the heart of downtown while maintaining public access to adjacent sidewalks and one-way street. The building house a variety of spaces, including retail stores, storage rooms, office space, restrooms, a break room, and lockers.

Dixie Technical College

ST. GEORGE, UT | 163,000 SF

Campus featuring a two-story steel structure with classrooms, labs, a large auditorium, and flexible public spaces. The project also includes a separate two-level facility dedicated to hands-on learning for diesel mechanics programs.



BRENT HANSEN

SUPERINTENDENT

YEARS OF EXPERIENCE

15

EDUCATION

BS Construction Management
Weber State University



LANDON SHERWOOD

DIRECTOR OF PRECONSTRUCTION

YEARS OF EXPERIENCE

18

EDUCATION

BS Construction Management
Brigham Young University-Idaho

Landon has proven to be a great asset to the Layton team, bringing **valuable experience with event space and hospitality projects**. Through his commitment to accuracy, Landon delivers the information clients need to ensure a predictable outcome. His determination and strong work ethic are among the many strengths that make him a great team player.

Eccles Theater

SALT LAKE CITY, UT | 148,000 SF

2,500-seat Broadway-style venue in downtown Salt Lake City with a main theater, black box studio, and public spaces. Layton served as CMGC on this challenging zero-lot-line project, self-performing key work including the 20-foot-deep stage foundation while coordinating with adjacent high-rise construction.

UVU Noorda Center for the Performing Arts

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501-seat theater with orchestra pit and a 900-seat concert hall with adjustable acoustics. The complex includes 54 practice rooms and teaching studios, specialized spaces for dance and choral work, plus a versatile lobby that doubles as event space.

Hale Centre Theatre

SANDY, UT | 132,000 SF

Theater venue and home to hundreds of sold-out performances a year, featuring event venue space and a parking garage. The theater-in-the-round center theater boasts 900 seats, while the separate proscenium-thrust theater holds 461.

UTU America First Performing Arts Center Addition & Renovations

ST. GEORGE | 51,700 SF

The performing arts center underwent comprehensive interior and exterior renovations, including updates to the theater, stage, lobby, and restrooms, plus the addition of a large event space for expanded community programming.

Utah Hockey Club - Practice Facility

SANDY, UT | 200,000 SF

Ice hockey complex featuring two full-size ice rinks, locker rooms, and office space serving as the training facility for Utah's newest NHL team. The facility also functions as a community gathering place, offering public ice time, youth hockey programs, and shopping access.

Austin is a valuable member of the estimating team, contributing specialized expertise in performing arts construction. **His meticulous approach to cost analysis and project evaluation** enables accurate budgeting. Austin's reliability and collaborative spirit consistently strengthen our team's ability to deliver successful projects.

The Ruth and Nathan Hale Theater at doTERRA PLEASANT GROVE, UT | 78,000 SF

Performing arts facility featuring a 680-seat main theater in proscenium thrust format, a 300-seat studio theater, and high-end ballroom and VIP space for the Impact Club. The complex includes rehearsal studios, recording spaces, and education wings, showcasing vibrant sound, magnificent lighting, and innovative staging for the Hale Center Foundation for Arts and Education.

UTU America First Performing Arts Center Addition & Renovations

ST. GEORGE | 51,700 SF

The performing arts center underwent comprehensive interior and exterior renovations, including updates to the theater, stage, lobby, and restrooms, plus the addition of a large event space for expanded community programming.

U of U Rice-Eccles Stadium Expansion

SALT LAKE CITY, UT | 120,000 SF

Renovation and addition to Rice-Eccles Stadium that increased capacity by 5,637 seats and features 19 luxury suites, premium hospitality areas, and a spacious home team locker room. This fast-track project required relocating and refurbishing the iconic Olympic cauldron while delivering the world-class facility in just 19 months despite football season and COVID-19 challenges.

SUU Music Building

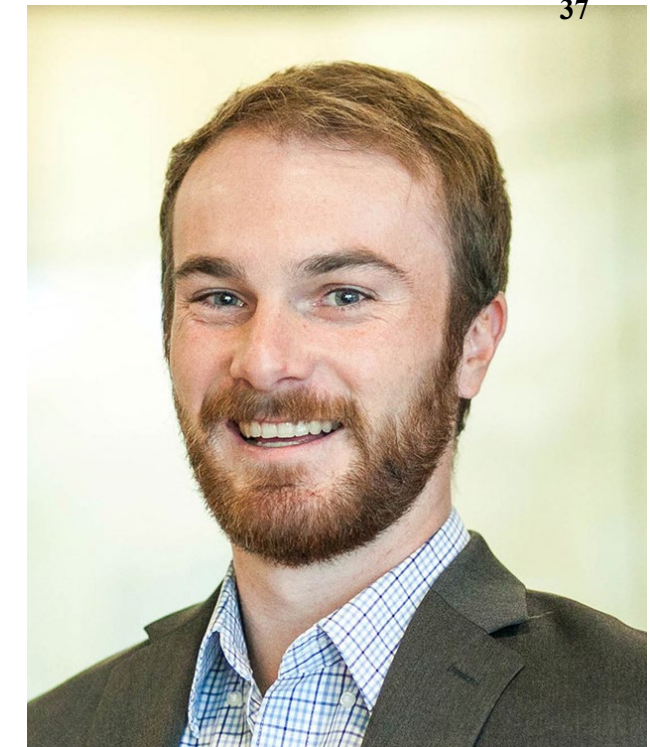
CEDAR CITY, UT | 44,000 SF

This music center represents a significant milestone in SUU's commitment to artistic excellence, providing state-of-the-art facilities that serve as a hub for musical education, performance, and innovation for students and the community.

Utah Hockey Club - Practice Facility

SANDY, UT | 200,000 SF

Ice hockey complex featuring two full-size ice rinks, locker rooms, and office space serving as the training facility for Utah's newest NHL team. The facility also functions as a community gathering place, offering public ice time, youth hockey programs, and shopping access.



AUSTIN ANDERSON

ESTIMATOR

YEARS OF EXPERIENCE

10

EDUCATION

BA Economics
Westminster College

*A predictable
outcome starts here.*



We'll work with you in preconstruction to develop a road map to get to the finish line.

PRECONSTRUCTION SERVICES

THE LAYTON DIFFERENTIATOR.

Projects don't typically start out within budget. It's an iterative process that takes a team effort but has to be led by a determined contractor committed to achieving a financially viable project.

Layton will provide superior, aggressive, and in-depth preconstruction services, resulting in a predictable project outcome. Ultimately, we provide much more than what you might expect. The list below shows the preconstruction services we will provide The Point Partners.

COST ESTIMATING

- Project feasibility studies
- Capitalize on Layton's local and national relationships (structural engineering/material suppliers/erection options)
- Early establishment of The Point's budget. Does it support the proforma?
- Responsibility Matrix review with the entire project team and identify who is responsible for each small detail of the event center
- Target Value Design (TVD) services to proactively provide direction to Gensler to ensure the budget is achieved
- Analysis of building systems
- Format cost estimates at every stage of design
- Continuous cost estimating services to keep the budget balanced
- Weekly cost review meetings
- Project risk analysis and recommendations
- Cost escalation and inflation information
- Current market conditions consultation
- Comparable project studies
- Historical cost analysis and comparison
- Guaranteed maximum price

PLANNING AND SCHEDULING

- Scheduling services for design along with active management of the design schedule
- Create and actively maintain design schedule and regular reported updates, progress, delays, and recovery to that schedule
- Early or long lead item analysis

DESIGN QUALITY CONTROL

- Review of program documents throughout design to ensure needs and intents documented, articulated, and maintained
- Design efficiency review
- Design completeness review at each design milestone
- Design coordination and specialty design consultant review at each design milestone
- Specifications review for accuracy and coordination
- Constructability reviews to identify details that may be problematic in construction
- Value engineering reviews and pricing exercises, ensuring incorporation into the design documents as directed by The Point
- Regulatory and code compliance review of the design documents by an independent third party with a comprehensive online deliverable made available to The Point and Gensler

HIGH-RISK BUDGET CATEGORIES

In an event center, the following items have the potential to quickly overrun their assigned budget if not carefully monitored and discussed:

- A/V systems
- Lighting systems
- Fixed and variable acoustic options
- HVAC systems
- Architectural lighting packages
- Rigging systems
- Seating options
- Finishes
- Structural system

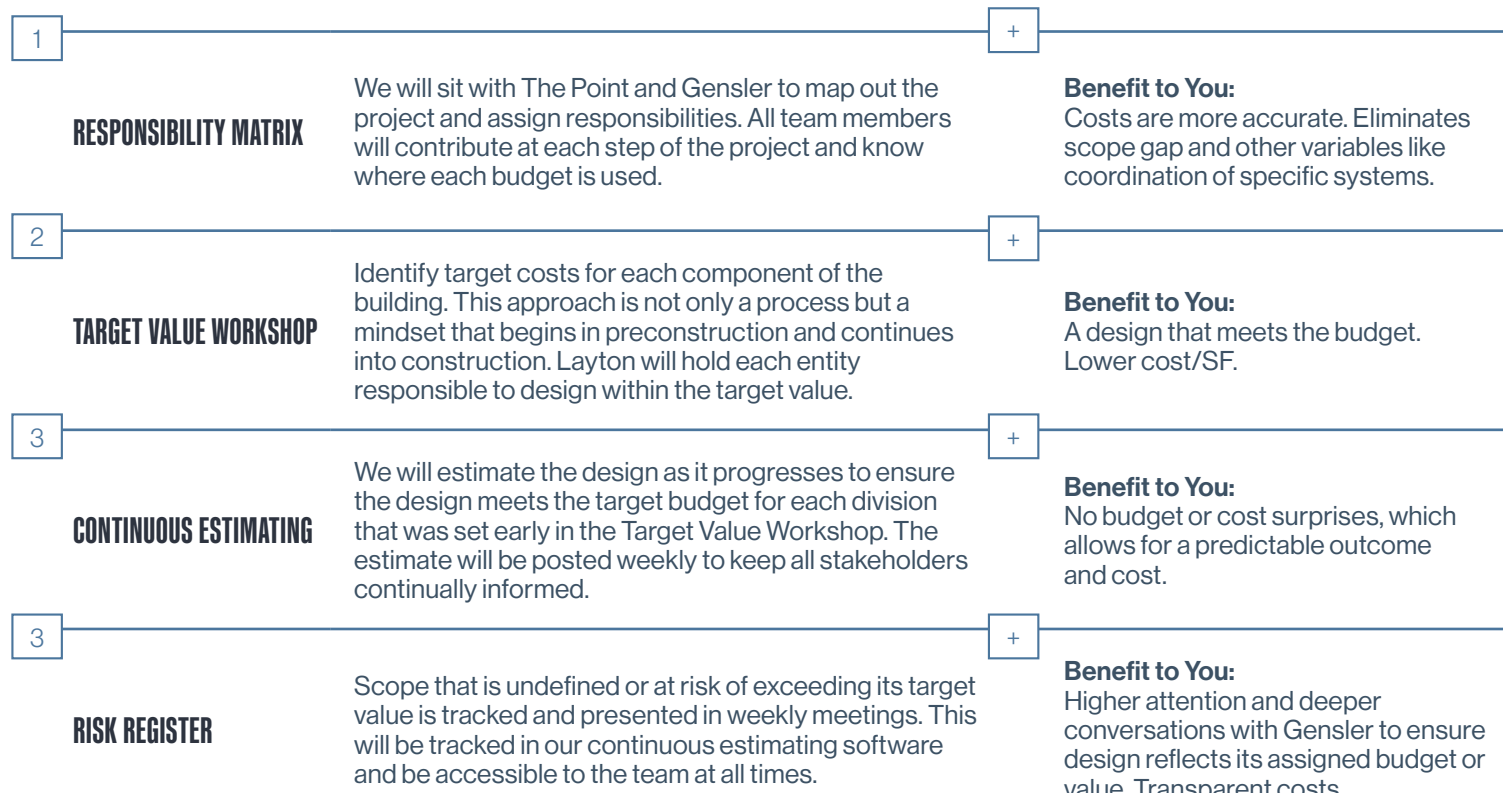
CONTROLLING COSTS DURING PRECONSTRUCTION

We recognize The Point has invested significant resources researching the feasibility of this project, and getting your event center fully operational is a top priority. With efficiency always in mind, we will cater our services to your needs. Layton will provide superior preconstruction services, resulting in a predictable project outcome—one that meets and exceeds your expectations.

CONTROLLING COSTS

HOW WE'LL BUILD YOUR BUDGET.

In today's construction environment, cost estimates at SD, DD, and CD don't provide a predictable budget outcome. Layton uses a proactive and collaborative approach to preconstruction to keep design under budget. We've adopted Target Value Design (TVD) in determining preconstruction costs and scope management. We will help the architect design to a detailed estimate rather than budget to a design. Our TVD process focuses on a few key elements, detailed briefly below:

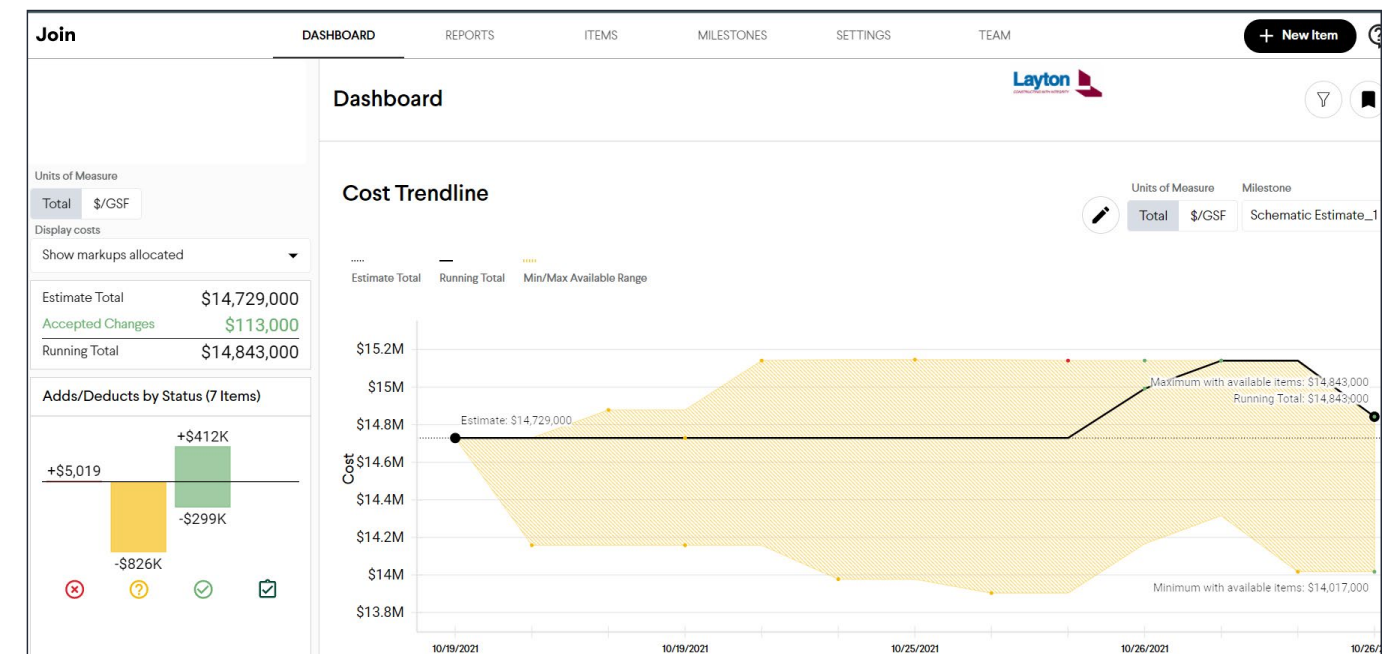


UVU NOORDA CENTER FOR THE PERFORMING ARTS

KEEPING YOU IN THE KNOW

USING A VIRTUAL DASHBOARD.

Layton's collaborative virtual dashboard (Join) helps us convey real-time cost information shown on visual dashboards. Its use is focused on accountability and commitment to meeting the overall budget. This enhances communication and collaboration with the entire team while allowing us to be as transparent as possible throughout the preconstruction and construction process. All cost information is shared in one place, keeping stakeholders informed and helping you to make timely decisions on budget items.



OUR VALUE ENGINEERING PROCESS

STRATEGIC COST ANALYSIS FOR PROJECT VIABILITY.

Successful value engineering will happen in the early stages of design. We will be proactive identifying opportunities to reduce cost and add value early in design. Less successful value engineering happens reactively and late in the design process.

Here is our systematic process to reduce cost and maximize value:

PROGRAM EVALUATION

Assess costs against individual objectives. Determine together as a team if each program goal justifies its associated expense by breaking down costs systematically.

DESIGN EFFICIENCY ANALYSIS

Perform ratio analysis (net to gross square footage, exterior skin to interior floor area, etc.) to ensure design efficiency aligns with project goals.

SYSTEMS ASSESSMENT

Examine HVAC first due to its impact on electrical, structural, and envelope systems. Ensure all systems (structural, envelope, roofing, electrical) are appropriate, efficient, and integrated within the whole-building strategy.

MATERIALS REVIEW

Identify cost-effective materials and sources for exterior envelope and interior finishes to reduce overall project costs.

Program and efficiency evaluations are critical first steps as systems and materials alone rarely fix foundational issues. After this sequential assessment, we'll develop a strategic plan for Gensler to ensure budget compliance.

We have repeatedly applied this process to many projects that have been stagnant and unable to move forward.

WHERE WE'VE DONE IT BEFORE:

SOUTHERN UTAH UNIVERSITY MUSIC BUILDING.

Layton provided preconstruction services in preparation for the construction of SUU's Music Building, with Austin Anderson leading the estimating efforts. When the university president requested major changes—adding 150 seats and an elevated balcony—Austin's performing arts and event center expertise allowed us to quickly analyze the cost and schedule impacts.

Using Austin's detailed cost modeling and our preconstruction experience, we developed value engineering solutions that achieved the university's enhanced vision within budget. Rather than letting design drive costs reactively, Austin's expertise guided the design development from the start.

This collaborative process delivered exactly what the university wanted while maintaining cost certainty—the kind of integrated approach we bring to every project.





THE RUTH AND NATHAN HALE THEATER AT DOTERRA

BUILDING IT RIGHT ON PAPER FIRST

COLLABORATIVE CONSTRUCTABILITY REVIEWS.

The Point and Gensler will appreciate Layton's collaborative virtual dashboard, which displays real-time cost and design information to promote accountability and transparency. This tool enables streamlined collaboration across all stakeholders—designers, owners, consultants, and builders—keeping everyone informed for timely decision-making. We look forward to demonstrating this dashboard's value during our interview.

Constructability reviews will play a crucial role in supporting Gensler as they finalize contract documents for bid packages. Our team works with design-assist partners and in-house experts to identify inconsistencies, gaps, or coordination issues. Given the innovative structural elements, specialized event space requirements, and site redevelopment complexity, clear and complete documents are essential.

Our constructability review process has proven to:

- Reduce change orders.
- Avoid construction delays.
- Maintain budget alignment.
- Create a smooth overall project experience.
- Minimize cost and schedule impacts through early expertise.

DESIGN DOCUMENT QUALITY ASSURANCE

FROM BLUEPRINT TO REALITY CHECK.

Layton has elevated the constructability review process by bringing in third-party expert reviews alongside our internal quality control. Our senior technical teams engage outside architects and engineers to review documents with a fresh, unbiased perspective, focusing on code compliance, coordination, sequencing, and document clarity.

This dual-layer review process delivers real advantages:

- Faster construction start
- Improved team collaboration and trust
- Fewer RFIs and change orders during construction
- Clear understanding of scope across all trades
- Reduced rework due to document ambiguity
- Better design clarity for more competitive trade pricing

Layton's approach ensures The Point and Gensler are supported by an experienced partner that's not only focused on quality but deeply invested in the success and buildability of this complex, visionary project.

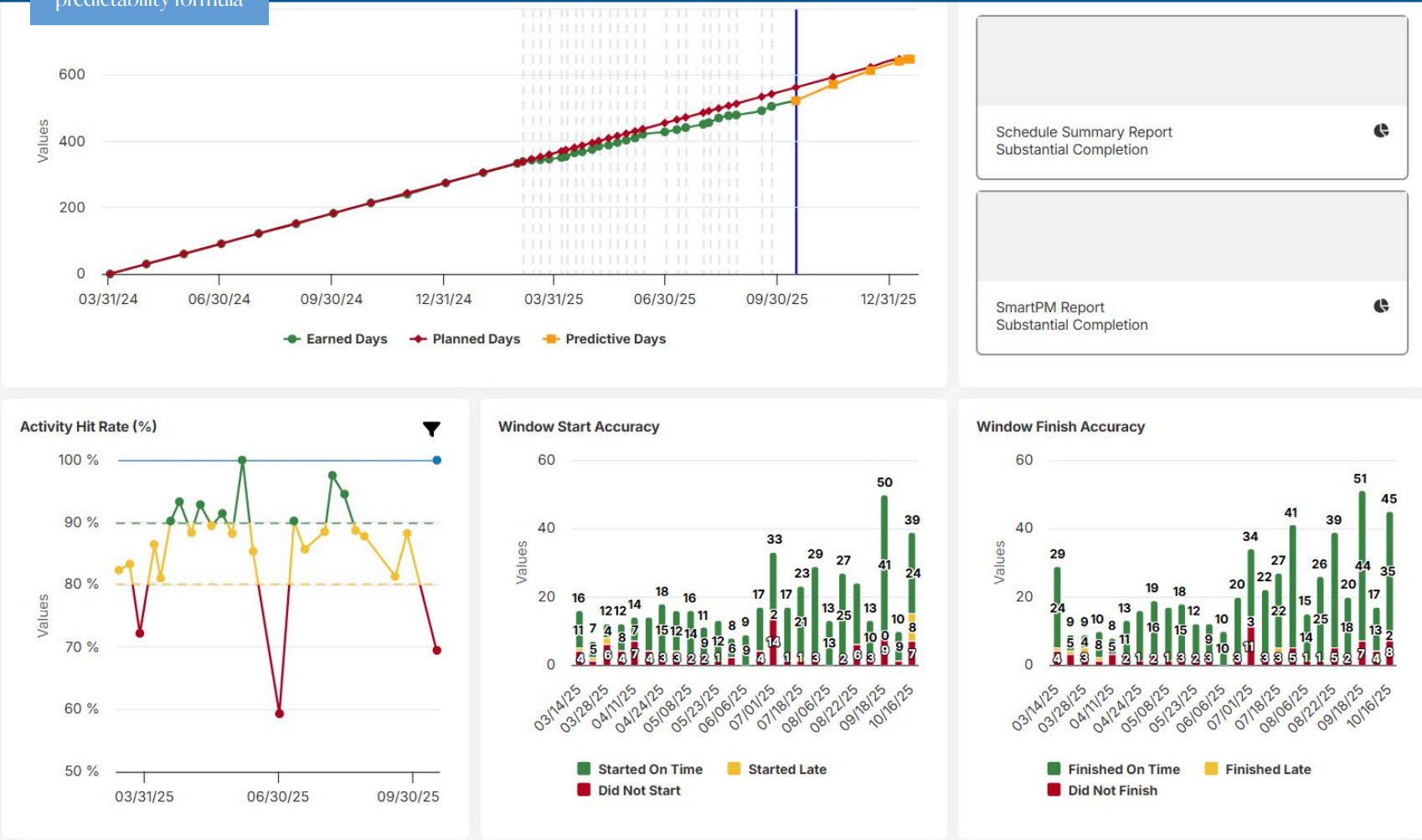
SCHEDULE MANAGEMENT

STARTING WITH THE END IN MIND

Strict schedule management while staying nimble is the key to an on-time delivery.

A successful schedule for this project will necessitate extensive team coordination to ensure a consistent completion and quality project. Our team uses pull planning to help achieve this goal. During the pull planning session, our team will begin by determining the required completion date and working backwards to the current design date. The discussion centers on what is efficient and how each individual's responsibilities and requirements affect others.

predictability formula



SmartPM

Staying ahead of the curve.

SmartPM dashboards help us stay accountable to our project schedule by monitoring key performance metrics and tracking production in real time. This gives us a clear picture of how the project is progressing at any given moment.

By analyzing data across multiple metrics, we can spot emerging trends that might signal potential delays down the road. This early visibility is invaluable, allowing our team to take corrective action before small issues turn into bigger problems that could impact the overall timeline. It's all about staying ahead of the curve and keeping your project on track.

DEVELOP THE PLAN ONE STEP AT A TIME.

Using P6 scheduling software, we will create an overall timeline for project development and construction. We will solicit feedback from key stakeholders, which will be translated into critical milestone dates. The schedule is then carefully reviewed by the entire team. The schedule is adjusted in response to feedback from various groups. The end result is a realistic, attainable road map for project completion that everyone believes in. We manage the preconstruction and construction phases of projects using a series of "mini milestones." Every activity is divided into a series of tasks, which are tracked and checked once completed.

PROCUREMENT WITH CONFIDENCE.

The schedule identifies each individual material component of the project based on the overall project schedule. The material lead time, shipping time, and review times are all verified and entered into our CMiC submittal tracking system. This system takes into account all aspects of the material procurement process and generates a timeline for specification, review, ordering, production, and delivery.

Working backwards from the point where the product is required on-site, we will establish a clear procurement path with multiple milestones for tracking procurement. This will identify any items that must be ordered early, installed out of order from a traditional schedule, or respecified to meet move-in dates. The key is to identify these items right away so that proper planning can be used to make informed decisions. This avoids painful ultimatums that must be issued without adequate evaluation time.

PROACTIVELY PLANNING TO REDUCE RFIs.

RFIs can be detrimental to the overall progress of the schedule. We strive to ferret out potential RFIs during the preconstruction process; however, there are always going to be questions that manifest during the project. The key to successfully managing RFIs is proactively looking ahead at upcoming activities. We use CMiC as an integrated tool to communicate potential issues/RFIs with the team and provide information during the decision making process.

QUALITY CONTROL

APPROACH TO QA/QC.

Quality is the product attention to detail, and personal accountability.

Our culture of quality is driven by our client-first philosophy. From putting together winning project teams to maintaining communication and transparency throughout construction and closeout, we strive to be true partners on every project, specifically for The Point.

We care deeply about what we build and want our projects to reflect our efforts. As a result, our approach to quality is much more than a program; it is one of our core values. Continuous quality assurance is required throughout the design and construction processes.



U OF U RICE-ECCLES STADIUM EXPANSION

DELIVERING THE HIGHEST QUALITY EVENT CENTER FOR THE POINT PARTNERS IS OUR TOP PRIORITY.

We expect our consultants and trade partners to uphold our same quality standards, and we rely on a variety of drawing reviews, inspections, tests, and processes to ensure quality is maintained every step of the way. To the side is a road map that shows how your project team is expected to inspect and report from preconstruction to completion.

Quality impacts the experience of the performers and the patrons alike. The following items will be the areas of highest focus on this event center.

- Flooring services
- Acoustical performance (NC Ratings)
- Lighting/rigging
- Public space finishes
- Exterior Envelope
- Mechanical performance
- Durable materials in and around event space

PRECONSTRUCTION

SET THE EXPECTATIONS

Project Management Plan

Internal designer kickoff meeting—the project plan is developed and expectations are set.

Pre-Award Trade Partner Interview

Review scope and verify trade partner capabilities.
Review trade partner's quality control plan.
Assign required first-work-in-place scopes.
Assign required trade partner inspection checklists.

VERIFY THAT EXPECTATIONS CAN BE MET

Constructability Review

Review of plans, specs, and special requirements.
Every note, detail, etc. highlighted, crossreferenced, and recorded.
Understand details. Does it work? What's missing?
Ensure each scope item is properly assigned to a trade partner.
Ensure submittals are properly coordinated with plans and specs.
Identify early release of long lead items.

REINFORCE THE EXPECTATIONS

Pre-mobilization Trade Partner Interview

Review trade partner's project QC plan.
Review assigned checklist from pre-award.
Discuss inspection process and involvement with trade partner.

Proactive Communication

Assign additional checklists to trade partner, if needed.
Create issues in Construct Project Management (Construct PM).
Create tasks list for trades, if needed.

INSPECT THE WORK

First-Work-in-Place Meeting

Verify quality meets expectation.
The Point and Gensler invited to view and approve.
Document meeting minutes and photos in ConstructPM.

Ongoing Quality Inspections

Team provides constant feedback to hold trades accountable.

100% Material Verification

All material is inspected and installed to specification.

Zero Defect Program

Remediation of identified issues with the Gensler and The Point.

CONSTRUCTION

CLOSEOUT

SAFETY 360°

WHEN IT COMES TO SAFETY, WE HAVE A BIT OF A REPUTATION.

Ask anyone in our industry about Layton's safety program and they'll tell you we set a very high standard. Some call it strict. Others complain we go too far. But frankly, we're not apologizing for our longstanding commitment to maintaining the safest jobsites for our employees, trade partners, and the public. We take pride in our reputation for being too safe. In fact, we think there's no such thing.

If it's not safe, we don't do it.

As a Layton client, you can have peace of mind knowing we take safety seriously. And our safety record speaks for itself. Since 1993, Layton has won the National Certificate of Commendation for Safety Excellence from the Association of General Contractors (AGC). Layton's success as a company is due in large part to our exceptional employees and their daily dedication to safety. Whether on the jobsite or in the office, safety is at the core of everything we do.



AWARENESS

The program fosters a 360° view of safety—physically and philosophically. We expect active engagement from all employees in their immediate environment, and awareness of what is happening above, below, and next to them.

SHARED RESPONSIBILITY

Each and every employee receives annual safety coaching. We believe the best way to increase accountability is to increase responsibility.

BEHAVIOR

Behavior is the primary contributing cause of over 80% of accidents. The primary goal of our Safety 360° approach is to avoid risky behaviors altogether. Through behavior-based safety “coaching”, we are helping staff take a more active role in supporting a strong safety culture.

POSITIVITY

Safety 360° relies on positive reinforcement to inspire everyone on a project to achieve utmost safety. Regular feedback, engagement, and coaching are at the program's core, driving efforts to foster a lasting and positive safety culture across the organization.





TAHOE BLUE EVENT CENTER

FROM TAHOE TO THE POINT

SITE VISIT INSIGHTS FROM TAHOE BLUE EVENT CENTER.

During the early stages of planning, we identified the Tahoe Blue Event Center as a useful point of comparison for The Point Event Center. To build on that insight, our Layton team visited South Lake Tahoe to tour the facility and gather firsthand observations. The visit helped us assess successful design and operational elements and opportunities for improvement, ensuring our approach for The Point reflects proven practices while advancing the overall guest and user experience.

OVERALL IMPRESSIONS

The Tahoe Blue Event Center successfully delivers a multi-purpose, mid-size venue that supports professional hockey, concerts, conventions, and community events. From a builder's perspective, the project demonstrates strong execution and functional versatility but also reveals opportunities for tighter coordination between design, construction, and operational teams to improve efficiency and lifecycle performance.

1 DESIGN AND STRUCTURAL TAKEAWAYS

- **Rigging and Structure:** The 15'x15' concert rigging grid is essential for event flexibility. Accommodating these concentrated loads requires early collaboration between structural, MEP, and event design disciplines.
- **Natural Light:** While architecturally appealing, natural light complicates event lighting and broadcast control. The Point should plan for integrated shading or adaptable glazing solutions
- **Circulation:** Prefunction and concourse spaces are undersized relative to attendance levels, constrained by structural columns. The Point's design should allow for wider concourses and open gathering spaces to support higher guest volumes.
- **Accessibility:** Tahoe Blue meets ADA requirements, but concert setups expose limitations. Early coordination between design and event planning will prevent operational challenges later.

2 FINISHES AND FIT-OUT OBSERVATIONS

- **Flooring:** Polished concrete is durable and attractive, but consistent surface finish requires precise installation and quality control.
- **Seating Systems:** Irwin-brand retractable seating performed well, though legroom and cup holder sizing required post-opening modifications. Layton recommends full-scale mockups for seating evaluation prior to procurement.
- **Suites:** The 13 suites sold out within two weeks—demonstrating strong revenue potential. Future projects should increase suite quantity and enhance locations along the bowl perimeter for optimal viewing and premium experience.

3 MEP, INFRASTRUCTURE, AND BACK-OF-HOUSE

- **Mechanical Systems:** The glycol-based radiant heating system provides excellent comfort but requires careful zone balancing.
- **Power and Backup:** The backup generator does not support kitchen refrigeration—this was identified as a critical gap. The Point should ensure full backup power coverage for kitchen and food storage areas.
- **IT Infrastructure:** Data port and network capacity were insufficient. Dedicated pathways and additional low-voltage planning should be included early.
- **Loading and Storage:** Tahoe Blue has five loading docks (two with lifts); a third lift would improve efficiency. Storage areas need higher overhead clearances and reinforced shelving for forklift use.

4 FOOD AND BEVERAGE OPERATIONS

Oak View Group manages food and beverage internally, and several design-driven lessons emerged:

- Four permanent concession stands were adequate when supplemented with portables, but fryer capacity was limited—future facilities should include built-in hood systems for full menu flexibility.
- Marketplace-style concessions improve service speed and variety.
- The kitchen elevator serving suites directly was highly effective; Layton recommends replicating this design feature.
- Backup power coverage for refrigeration is essential for operational resilience.

5 GUEST EXPERIENCE AND OPERATIONAL INSIGHTS

- Bottle-filling stations replaced traditional fountains—well-received by guests and aligned with sustainability goals.
- Restroom counts exceeded expectations and contributed positively to guest satisfaction.
- Excess entry points created avoidable security challenges; The Point should consolidate to fewer, controlled entries.
- Proximity to hotels was a major advantage, though lack of direct connectivity limited full event synergy—an important consideration for site planning.

6 KEY LESSONS FOR THE POINT EVENT CENTER

- **Integrate event infrastructure early:** Coordinate rigging, spotlight, and power systems during structural design.
- **Enhance premium seating strategy:** Suites generate strong ROI—expand inventory and optimize placement.
- **Design for operational resilience:** Ensure backup power, fryer systems, and IT infrastructure are built for long-term adaptability.
- **Prioritize guest circulation and safety:** Oversized concourses, open prefunction areas, and consolidated entries improve flow and control.
- **Build for maintainability:** Durable materials, accessible MEP systems, and efficient back-of-house layouts simplify long-term operations.

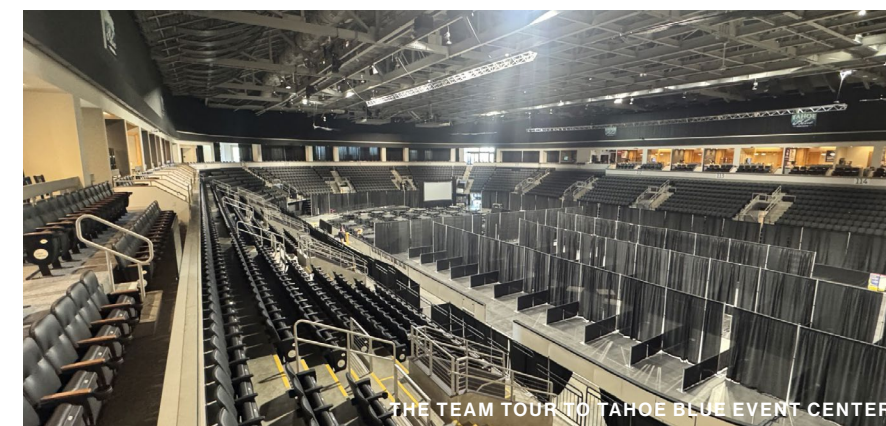
SUMMARY

From Layton's perspective, the Tahoe Blue Event Center serves as a successful model of a regional multipurpose arena, demonstrating the importance of flexibility, premium amenities, and operational forethought. By incorporating these lessons, The Point Event Center can achieve superior functionality, guest experience, and operational efficiency from day one—positioning the project for long-term success.

Location South Lake Tahoe, NV	Operator Oak View Group	ARCHITECT Perkins & Will	CONSTRUCTION START July 2021
CONSTRUCTION COST \$110 M	OPENED September 2023	Total Area 143,000 SF	



THE TEAM TOUR TO TAHOE BLUE EVENT CENTER



THE TEAM TOUR TO TAHOE BLUE EVENT CENTER

04

Preliminary Schedule

Activity ID	Activity Name	Orig Dur	Start	Finish	2026												2027												2028						
					Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May
The Point Event Venue																																			
Executive Summary																																			
Milestones																																			
A1470	Notice Award	0	10-Nov-25*		◆ Notice Award																														
A1300	Start Construction	0	01-Apr-26		◆ Start Construction																														
A1310	Substantial Completion	0		01-Feb-28	◆ Substantial Completion																														
Durations																																			
A1510	Preconstruction Duration	97	10-Nov-25	31-Mar-26	Preconstruction Duration																														
A1520	Construction Duration	464	01-Apr-26	01-Feb-28	Construction Duration																														
Preconstruction																																			
Submittals & Procurement																																			
A2540	Millwork // Submittals & Procurement	80	04-Mar-26	24-Jun-26	Millwork // Submittals & Procurement																														
A2560	Curtains // Submittals & Procurement	100	04-Mar-26	23-Jul-26	Curtains // Submittals & Procurement																														
A2570	AV // Submittals & Procurement	100	04-Mar-26	23-Jul-26	AV // Submittals & Procurement																														
A2550	Seating // Submittals & Procurement	120	04-Mar-26	20-Aug-26	Seating // Submittals & Procurement																														
A1160	Theatrical Equipment // Submittals & Procurement	140	04-Mar-26	18-Sep-26	Theatrical Equipment // Submittals & Procurement																														
A1290	Mechanical Gear // Submittals & Procurement	140	04-Mar-26	18-Sep-26	Mechanical Gear // Submittals & Procurement																														
A2530	Flooring Systems // Submittals & Procurement	140	04-Mar-26	18-Sep-26	Flooring Systems // Submittals & Procurement																														
A2580	Elevator // Submittals & Procurement	150	04-Mar-26	02-Oct-26	Elevator // Submittals & Procurement																														
A1270	Rigging & Stage Equipment // Submittals & Procurement	180	04-Mar-26	13-Nov-26	Rigging & Stage Equipment // Submittals & Procurement																														
A1280	Electrical Gear // Submittals & Procurement	240	04-Mar-26	12-Feb-27	Electrical Gear // Submittals & Procurement																														
Design																																			
A1330	Design Development	17	10-Nov-25	04-Dec-25	Design Development																														
A1340	Construction Documents	60	05-Dec-25	03-Mar-26	Construction Documents																														
Permit Review																																			
A1400	City Permit Review	20	04-Mar-26	31-Mar-26	City Permit Review																														
Bidding Negotiation																																			
A1430	Bidding Negotiation	20	04-Mar-26	31-Mar-26	Bidding Negotiation																														
Construction																																			
Site Utilities, Clearing, Deep Foundation																																			
A1540	Clear and Grub	5	01-Apr-26	07-Apr-26	Clear and Grub																														
A1550	Site Utilities	30	08-Apr-26	19-May-26	Site Utilities																														
A1560	Excavation	10	20-May-26	03-Jun-26	Excavation																														
A1850	Underground MEP	10	04-Jun-26	17-Jun-26	Underground MEP																														
Core & Shell																																			
A1610	Build Pad / Excavation	30	04-Jun-26	16-Jul-26	Build Pad / Excavation																														
A1620	Footings	20	02-Jul-26	30-Jul-26	Footings																														
A1630	Foundations	35	21-Jul-26	08-Sep-26	Foundations																														
A1840	Underground MEP	25	11-Aug-26	15-Sep-26	Underground MEP																														
A1640	Foundation Waterproofing	12	09-Sep-26	24-Sep-26	Foundation Waterproofing																														

	Remaining Level of Effort	◆	◆	Mile...
	Actual Level of Effort	◆	◆	Non...
	Actual Work	◆	◆	Co...
	Remaining Work			
	Critical Remaining Work			

Data Date: 06-Nov-25
Run Date: 06-Nov-25
Project: 25CS20

The Point Event Venue
Layton Construction Company
06-Nov-25 - Preliminary Schedule



05

Bid Bond

BID BOND



Telephone: +1 501-542-2576
Website: wtwco.com
E-mail: holly.clevenger@wtwco.com

October 9, 2025

Layton Construction Company, Inc.

RE: **Obligee: Point Phase 1 Public Infrastructure District No. 1**
Bid Bond for: Event Center Project
Bid Date: October 30, 2025

As you requested, we are pleased to provide the attached bid bond documents. This bond has been executed based upon the information we received from your office.

Please note the bond must be signed by an authorized representative of your company and if applicable, sealed with the corporate seal. We urge you to check all bond documents, including signatures, dates, amounts, job description, Power of Attorney, and any other attachments to avoid the possibility of having a low bid rejected. Additionally, please verify that the bid bond form attached is the form required by the specifications.

The Bid Bond authorization is based upon your original estimate. If the bid exceeds this estimate by 10% or more, the bond must be reauthorized by the surety. Please contact us for additional authority.

Your bid results are very important. Please send your bid results to my email address shown above as soon as they are available.

Thank you for the opportunity to service your surety needs. Should you have any questions, please do not hesitate to contact me or any member of your Willis surety team.

Sincerely,

Holly Clevenger

Willis Towers Watson Insurance Services West, Inc.
500 N. Akard St., Suite 4300
Dallas, TX 75201

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:
(Name, legal status and address)

Layton Construction Company, LLC
9090 S Sandy Parkway
Sandy, UT 84070

OWNER:
(Name, legal status and address)

Point Phase 1 Public Infrastructure District
550 W. Eisenhower Blvd.
Loveland, CO 80537

BOND AMOUNT: \$ 5% Five Percent of Amount Bid

PROJECT:
(Name, location or address, and Project number, if any)
Event Center Project, Draper, Utah

SURETY:
(Name, legal status and principal place of business)

Travelers Casualty and Surety Company of America
One Tower Square
Hartford, CT 06183

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project; and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 8th day of October, 2025

(Witness)

Layton Construction Company, LLC
(Principal)

By:

(Type) Executive Vice President

Travelers Casualty and Surety Company of America
(Surety)

By:

(Title) Holly Clevenger Attorney-in-Fact

S-0054/AS 8/10



Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company
Farmington Casualty Company

POWER OF ATTORNEY

Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, St. Paul Fire and Marine Insurance Company, and Farmington Casualty Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and the Companies do hereby make, constitute and appoint Holly Clevenger of Dallas, TX their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 4th day of March, 2024.



State of Connecticut

City of Hartford ss.

By:

Bryce Grissom, Senior Vice President

On this the 4th day of March, 2024, before me personally appeared Bryce Grissom, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2026

Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary, and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this October 8, 2025



Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

CONTRACTOR:

DATE:

EXHIBIT A - FEE, MARK-UPS, GENERAL CONDITIONS, PRECON & DESIGN

Project Name	POTM Event Venue	
Location	Point of the Mountain	
Product Type	Event Venue	
Site Size (SF)	206,484	< -Update
Total Building (SF)	104,300	< -Update
Start Date	4/1/2026	< -Update
End Date	2/12/2028	< -Update
Construction Budget	\$ 63,916,147	

Detail				
	Quantity	Unit	Cost / GSF / %	Total Cost / Ratio
OVERALL:				
Precon & Design	1	LS	\$ 1.44	\$ 150,000.00
Cost of Work	1	Budget	\$ 1,228.78	\$ 56,662,735.00
General Conditions	1	LS	\$ 46.54	\$ 2,177,914.00
Fee	3.00%	%		\$ 1,765,219.47
GC Contingency	2.00%	%		\$ 1,212,117.37
SDI / Subguard / Sub Bonding	1.04%	%		\$ 642,907.05
Insurance (CCIP)	1.13%	%		\$ 705,808.09
Builder's Risk (BY GC)	0.315%	%		\$ 198,975.11
Contractor Bond	0.632%	%		\$ 400,471.07
-				
Tax - Local & State	Included	%		\$ -
TOTAL:				\$ 63,916,147.16

EXHIBIT C

AUTHORIZED WORK AUTHORIZATION FORM

POINT PHASE 1 PUBLIC INFRASTRUCTURE DISTRICT NO. 1 (“Owner”), hereby authorizes Layton Construction Company, LLC (“Contractor”) to perform, and Contractor agrees to perform, the following Authorized Work (as defined in, and pursuant to the terms and conditions of, that certain Agreement between Owner and Contractor dated as of _____):

1. Description of Authorized Work.

2. Guaranteed Maximum Price. The Guaranteed Maximum Price for the Authorized Work is _____ Dollars (\$ _____).

3. Subcontractor(s). The Subcontractor(s) performing the Authorized Work shall be _____.

Executed as of _____, 20____.

Owner:

Contractor:

By: _____

By: _____

Name:

Name:

Title:

Title:

FIFTH ADDITIONAL SERVICES ADDENDUM

THIS FIFTH ADDITIONAL SERVICES ADDENDUM (this “Addendum”) is entered into as of May 21, 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, the Client and Consultant entered into that certain Fourth Additional Services Addendum dated March 19, 2026.

G. 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.6 TO THE AGREEMENT BETWEEN CLIENT
AND KIMLEY-HORN AND ASSOCIATES, INC.**

This is Amendment number 6 dated April 23, 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.

Scope of Services

It is understood that the Client would like to separate the Promenade Civil, Irrigation and Electrical/Communications Engineering Drawings into two Phases described in Task 1 and 2. Consultant will perform the following services for each task:

Task 1: Phase 1 Promenade - Civil Below Grade

Phase 1 of the Promenade Plans will include the following:

1. Rough grading for full Promenade Right of Way
2. Erosion control
3. All utilities i.e. culinary water, sanitary sewer, storm water, natural gas, sewer, and pressurized irrigation (POC, mainline/sleeves).
4. Electrical and telecommunications mainlines, switches, manholes, handholes,
5. Utility services to Central Promenade area and Pavilions will be shown to 5' from the building and capped for future plumbing connection.
6. Plans will indicate to ramp up the subgrade around exposed utility rims (set at finished elevation).

Task 2: Phase 2 Promenade - Civil Above Grade

Phase 2 of the Promenade Plans show the work in Phase 1 as "existing" and will include the following:

1. Asphalt and concrete paving within the roadways
2. Curb and gutters
3. Street signage and striping
4. Final finish pavers and raised pedestrian table concrete transitions at street crossings
5. Final grading/fine grading of concrete and pavers in center Promenade area
6. Subgrade outside back of curb within Street Side (Developer Adjacent) Planter/Pavers.
7. Provide 5' temporary asphalt walk path outside of planter area
8. Gravel fill in future paver areas between back of curb and 5' temporary asphalt sidewalk, adjacent future development parcels.
9. Irrigation and drip service lines

Schedule

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 hourly with max compensation:

Task Description	Fee	Fee Type
Task 1: Phase 1 Promenade – Civil below Grade	\$3,500	HR with Max
Task 2: Phase 2 Promenade – Civil above Grade	\$8,500	HR with Max
Total	\$12,000	HR with Max

CLIENT:

THE POINT PUBLIC INFRASTRUCTURE
DISTRICT NO. 1

By: _____

Title: _____

Date: _____

CONSULTANT:

KIMLEY-HORN AND ASSOCIATES, INC.

By:  _____

Title: Senior Vice President _____

Date: 4/23/2026 _____

»» MP 70

RESOLUTION

OF THE BOARD OF TRUSTEES OF THE

POINT PHASE I PUBLIC INFRASTRUCTURE DISTRICT NOS. 1-9

IDENTIFYING AN ANCHOR LOCATION FOR MEETINGS OF THE BOARD

WHEREAS, the Point Phase I Public Infrastructure District Nos. 1-9 (collectively, the “**Districts**”) are quasi-municipal corporations and political subdivisions of the State of Utah, duly organized and existing pursuant to the Special District Act, Title 17B, Chapter 1, Utah Code Annotated 1953 and the Public Infrastructure District Act, Title 17D, Chapter 4, Utah Code Annotated 1953, as amended from time to time and any successor statute thereto; and

WHEREAS, pursuant to [Utah Code Section 17B-1-310\(2\)](#), the Districts’ Boards of Trustees (collectively, the “**Boards**”) shall hold such regular and special meetings as the Boards determines at a location that the Boards determine; and

WHEREAS, pursuant to [Utah Code Section 17D-4-205\(2\)\(a\)](#), notwithstanding [Utah Code Section 17B-1-310\(2\)](#), and except as provided in [Utah Code Section 17D-4-205\(3\)\(b\)](#), the Boards shall hold regular and special meetings within the boundaries of the Districts; and

WHEREAS, pursuant to [Utah Code Section 17D-4-205\(3\)\(b\)](#), the Boards may hold regular and special meetings at a location outside the boundaries of the Districts if: (i)(A) there are no locations in the Districts that are able to accommodate the Boards and the public that the Boards reasonably expects will attend the meeting; and (i)(B) the location the Boards select is near the Districts; (ii) it is not practicable to hold the regular or special meeting at a location within the boundaries of the Districts due to emergency circumstances; or (iii) the location the Boards selects is within the boundaries of the creating entity of the Districts; and

WHEREAS, the Board desires to adopt this Resolution stating where the Boards will hold regular and special meetings pursuant to Utah law.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD AS FOLLOWS:

1. Recitals Incorporated. The recitals are incorporated herein by reference and made a part of this Resolution.

2. Identified Anchor Meeting Location. The Boards, considering the location of the Districts and the requirements of Utah law, hereby determines that there are no locations within the boundaries of the Districts that are able to accommodate the Boards, and the public that the Boards reasonably expects will attend the regular and special meetings. Accordingly, the Boards hereby designates the anchor location for regular and special meetings as 166 E 14000 S, Suite 210, Draper, UT 84020 (the “**Anchor Location**”), which is near the Districts.

3. Meeting Participation Electronically. Pursuant to [Utah Code Section 52-4-207](#) the Boards previously adopted a Joint Resolution Adopting Written Procedures Governing Electronic Meetings (the “**Electronic Meeting Resolution**”). Pursuant to the Electronic Meeting Resolution

and this Resolution, the Districts may continue to hold electronic meetings without any Trustees physically present at the Anchor Location, provided someone representing the Districts is present at the Anchor Location to assist members of the public who may attend the open portions of the meeting and ensure the meeting can be heard at the Anchor Location.

4. Repeal of Inconsistent Resolutions. All prior resolutions, or parts of resolutions, adopted by the Districts that are inconsistent or in conflict with this Resolution are hereby repealed to the extent of such inconsistency or conflict.

5. Effectiveness. This Resolution shall become effective on May 6, 2026 and shall apply to all regular and special meetings held on or after May 6, 2026.

[Remainder of Page Intentionally Left Blank, Signature Page Follows]

ADOPTED MAY 21, 2026.

DISTRICTS:

**POINT PHASE I PUBLIC
INFRASTRUCTURE DISTRICT NOS. 1-9**, a
quasi-municipal corporation and political
subdivision of the State of Utah

By: _____
Officer of the Districts

Attest:

By: _____

Salt Lake City, Utah

May 21, 2026

The Boards of Trustees (the “Boards”) of the Point Phase 1 Public Infrastructure District Nos. 1 through 9 (the “Districts”) met in regular session (including by electronic means) on May 21, 2026, at offices of Wadsworth Development Group 166 E 14000 S, Suite 210, Draper, UT 84020 at the hour of 9:00 a.m., with the following members of the Board being present:

Jay Hardy	Chair
Robert Booth	Treasurer/Vice Chair
Zachary Clegg	Clerk/Secretary
Cal Roberts	Trustee
Michael Ambre	Trustee

Also Present:

Megan Murphy, Esq.	WBA, PC
Betsy Russon, Esq.	WBA, PC
Shannon McEvoy	Pinnacle Consulting Group
Brendan Campbell	Pinnacle Consulting Group
Jake Downing	Pinnacle Consulting Group
Barrett Marrocco	The Connexion Group
Aaron Van Dyke	Lincoln Property Company

Absent:

After the meeting had been duly called to order and after other matters not pertinent to this Resolution had been discussed, a Certificate of Compliance with Open Meeting Law with respect to this May 21, 2026 meeting was presented to the Board, a copy of which is attached hereto as Exhibit A.

Thereupon, the following Resolution was introduced in writing, read in full and pursuant to motion duly made by Board Member [REDACTED] and seconded by Board Member [REDACTED] adopted by the following vote:

AYE:

NAY:

The resolution is as follows:

POINT PHSAE 1 PUBLIC INFRASTRUCTURE DISTRICT NOS. 1 THROUGH 9

BOARD RESOLUTION

*Authorizing an amendment to the Governing Document for
The Point Phase 1 Public Infrastructure Districts 1 through 9*

*Approved by Resolution of
Boards of Trustees of the Point Phase 1 Public Infrastructure Districts Nos. 1 through 9
May 21, 2026*

A RESOLUTION OF THE BOARDS (THE “BOARDS”) OF THE POINT PHASE 1 PUBLIC INFRASTRUCTURE DISTRICT NOS. 1 THROUGH 9 (THE “DISTRICTS”) AMENDING THE GOVERNING DOCUMENT OF THE DISTRICTS; AND RELATED MATTERS.

WHEREAS, on June 11, 2024, the Point of the Mountain State Land Authority (“POMSLA”) approved of the creation of up to nine public infrastructure districts pursuant to the Public Infrastructure District Act, Title 17D, Chapter 4, Utah Code Annotated 1953, as amended (the “PID Act”) and relevant portions of the Limited Purpose Local Government Entities - Special Districts, Title 17B (together with the PID Act, the “District Act”) and the Point of the Mountain State Land Authority Act, Title 11, Chapter 59, Utah Code Annotated 1953, as amended (the “POMSLA Act” and together with the District Act, the “Act”); and

WHEREAS, the Districts are governed in accordance with the District Act and the terms of a governing document (the “Governing Document”), which was adopted by the Board of POMSLA on June 11, 2024; and

WHEREAS, effective May 6, 2025, Section 17D-4-202.2, Utah Code Annotated 1953, was enacted and pursuant to Section 17D-4-202.2, Utah Code Annotated 1953, the Districts shall modify the Governing Document no later than July 1, 2026, to ensure that at least 40% of the Districts’ boards’ seats are appointed by POMSLA; and

WHEREAS, POMSLA and the Districts seek to amend the Governing Document as set forth in this First Amendment to Governing Document (the “First Amendment”) to ensure that effective July 1, 2026, Trustees 4 and 5 are appointed by POMSLA consistent with Section 17D-4-202.2, Utah Code Annotated 1953; and

WHEREAS, pursuant to the District Act, a governing document may be amended by resolutions adopted by the creating entity and the district approving such amendment; and

WHEREAS, the Board of POMSLA adopted a Resolution Approving the First Amendment to Governing Document of the Districts on [REDACTED], 2026.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARDS, AS FOLLOWS:

1. Terms defined in the foregoing recitals shall have the same meaning when used herein. All action heretofore taken (not inconsistent with the provisions of this Resolution) by the

Boards directed toward the amendments contemplated herein, are hereby ratified, approved and confirmed.

2. The Governing Document is hereby amended as provided in Exhibit B hereto.
3. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.
4. All acts, orders and resolutions, and parts thereof in conflict with this Resolution be, and the same are hereby, rescinded.
5. This resolution shall take effect immediately.

PASSED AND ADOPTED by the Boards of the Point Phase 1 Public Infrastructure District Nos. 1 through 9, this May 21, 2026.

POINT PHASE 1 PUBLIC
INFRASTRUCTURE DISTRICT NOS. 1
THROUGH 9, a quasi-municipal corporation
and political subdivision of the State of Utah

By: _____

ATTEST:

By: _____

(Here follows other business not pertinent to the above.)

Pursuant to motion duly made and seconded, the meeting of the Boards of the Point Phase 1 Public Infrastructure District Nos. 1 through 9 adjourned.

By: _____

ATTEST:

By: _____

STATE OF _____)
: ss.
COUNTY OF _____)

I, _____, the undersigned duly qualified and acting _____ of the Point Phase 1 Public Infrastructure District Nos. 1 through 9 (the "Districts"), do hereby certify as follows:

The foregoing pages are a true, correct, and complete copy of the record of proceedings of the Board of Trustees of the Districts (the "Boards"), had and taken at a lawful meeting of the Board on May 21, 2026, commencing at the hour of 9:00 a.m., as recorded in the regular official book of the proceedings of the Boards kept in my office, and said proceedings were duly had and taken as therein shown, and the meeting therein shown was duly held, and the persons therein were present at said meeting as therein shown.

All members of the Boards were duly notified of said meeting, pursuant to law.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Districts, this _____, 2026.

(S E A L)

By: _____

EXHIBIT A

CERTIFICATE OF COMPLIANCE WITH OPEN MEETING LAW

I, _____ the undersigned _____ of the Point Phase 1 Public Infrastructure Districts Nos. 1 through 9 (the “Districts”), do hereby certify that I gave written public notice of the agenda, date, time and place of the regular meeting held by the Boards of Trustees of the Districts (the “Boards”) on May 21, 2026, not less than twenty-four (24) hours in advance of the meeting. The public notice was given in compliance with the requirements of the Utah Open and Public Meetings Act, Section 52-4-202, Utah Code Annotated 1953, as amended, by:

(a) causing a Notice, in the form attached hereto as Schedule 1, to be posted at the offices of Wadsworth Development Group 166 E 14000 S, Suite 210, Draper, UT 84020 at least twenty-four (24) hours prior to the convening of the meeting, said Notice having continuously remained so posted and available for public inspection until the completion of the meeting;

(b) causing a copy of such Notice, in the form attached hereto as Schedule 1, to be published on the Utah Public Notice Website (<http://pmn.utah.gov>) at least twenty-four (24) hours prior to the convening of the meeting; and

IN WITNESS WHEREOF, I have hereunto subscribed my official signature this [____], 2026.

By: _____

SCHEDULE 1

NOTICE OF MEETING AND AGENDA

EXHIBIT B

FIRST AMENDMENT TO GOVERNING DOCUMENT

FIRST AMENDMENT TO
GOVERNING DOCUMENT
FOR
POINT PHASE 1 PUBLIC INFRASTRUCTURE DISTRICT NOS. 1 THOROUGH 9
SALT LAKE COUNTY, UTAH

Prepared

By

WBA, PC

, 2026

I. INTRODUCTION

On June 11, 2024, the Board (the “**Board**”) of the Point of the Mountain State Land Authority (“**POMSLA**”), adopted a resolution authorizing the creation of the Point Phase 1 Public Infrastructure District Nos. 1 through 9 (collectively, the “**Districts**”), under Title 17B, Chapter 1 and Title 17D, Chapter 4, Utah Code Annotated 1953, as amended (the “**District Act**”) and Title 11, Chapter 59, Utah Code Annotated 1953, as amended (the “**POMSLA Act**”), and approving the Districts’ Governing Document (the “**Governing Document**”).

On May 14, 2025, the Board of POMSLA, adopted a Resolution 2025-03 entitled, “Authorizing an amendment to the annexation area for The Point Phase 1 Public Infrastructure Districts 1 through 9”, which amended the annexation area in the Governing Document.

II. PROPOSED CHANGE AND PURPOSE FOR THE CHANGE

Effective May 6, 2025, [Section 17D-4-202.2](#), Utah Code Annotated 1953, was enacted. Pursuant to [Section 17D-4-202.2](#), Utah Code Annotated 1953, the Districts shall modify the Governing Document no later than July 1, 2026, to ensure that at least 40% of the Districts’ boards’ seats are appointed by POMSLA.

The Districts seek to amend the Governing Document as set forth in this First Amendment to Governing Document (the “First Amendment”) to ensure that effective July 1, 2026, Trustees 4 and 5 are appointed by POMSLA consistent with [Section 17D-4-202.2](#), Utah Code Annotated 1953.

III. AMENDMENT TO GOVERNING DOCUMENT

VI. THE BOARD OF TRUSTEES

- A. Board Composition. Each Board shall be composed of 5 Trustees who shall be initially appointed by POMSLA. In order to establish separation from POMSLA, its assets and otherwise, and as it is not anticipated that the Districts will include any residential property, the Trustees shall be comprised primarily of the Ground Lessee or agents or officers of the Ground Lessee pursuant to the PIO Act. All Trustees shall be at large seats. Trustee terms for each District shall be staggered with initial terms as follows: Trustees 2 and 4 shall serve an initial terms of 4 years; Trustees 1 and 3 shall serve an initial term of 6 years. Following such initial terms, each subsequent term shall be for a period of 4 years. Trustee 5 shall be the Executive Director of POMSLA or a designee. All terms shall commence on the date of issuance of a certificate of creation by the Office of the Lieutenant Governor of the State of Utah. In accordance with the PIO Act, appointed Trustees shall not be required to be residents of such District.
- B. Future Board Composition: Reelection and Reappointment. Notwithstanding anything in the Governing Document, effective July 1, 2026, POMSLA shall be entitled to appoint Trustees 4 and 5. Upon the expiration of the respective terms of Trustees 1-3, a new replacement shall be elected by the Ground Lessee(s) with their respective votes being equal to their percentage ground lease ownership of the Annual Assessment and/or taxable value of the property within such District (provided that POMSLA retains discretion to

reject any nominee and request a new nominee from such property owner). In the event that there is no candidate provided to be members of the Board, POMSLA shall appoint the members of the Board first, from Ground Lessee agents and officers) and second (as required) in accordance with the Special District Act.

- C. Vacancy. Any vacancy on the Board shall be filled as described herein and pursuant to the Special District Act.
- D. Compensation. Unless consented to by POMSLA, no Trustees shall be compensated for services as Trustee.
- E. Conflicts of Interest. Trustees shall disclose all conflicts of interest. Any Trustee who discloses such conflicts in accordance with 17D-4-202 and 67-16-9, Utah Code, shall be entitled to vote on such matters.

IV. GENERAL PROVISIONS

Except as specifically amended and set forth above, all other provisions of the Governing Document shall remain in full force and effect. To the extent there are any inconsistencies between this First Amendment and the Governing Document, this First Amendment shall control.

**RESOLUTION
OF THE BOARD OF DIRECTORS OF THE
POINT PHASE 1 PUBLIC INFRASTRUCTURE DISTRICT NO. 1
REGARDING ACCEPTANCE OF DISTRICT ELIGIBLE COSTS**

WHEREAS, Point Phase 1 Public Infrastructure District No. 1, in the City of Draper, Salt Lake County, State of Utah, a quasi-municipal corporation and political subdivision of the State of Utah (the “**District**”), duly organized and existing pursuant to the Special District Act, Title 17B, Chapter 1, Utah Code Annotated 1953 (the “**Special District Act**”) and the Public Infrastructure District Act, Title 17D, Chapter 4, Utah Code Annotated 1953 (the “**Public Infrastructure District Act**”); and

WHEREAS, the District has the power to provide certain public infrastructure, improvements and services as described in the Special District Act and the Public Infrastructure District Act within and without its boundaries (collectively, the “**Public Infrastructure**”), as authorized in accordance with the Governing Document for the District approved by the Point of the Mountain State Land Authority on June 11, 2024 and subsequently amended on May 14, 2025 (the “**Governing Document**”); and

WHEREAS, the District and CLW Point Partners, LLC (“**CLW**”) are parties to that certain Reimbursement Agreement [PID 1, Capital Expenses] dated March 6, 2025 (the “**Agreement**”); and

WHEREAS, capitalized terms used herein without definition shall have the meanings assigned to them in the Agreement; and

WHEREAS, the District anticipates closing on its Tax Assessment and General Revenue Bonds, Series 2025A-1, its Tax Assessment and General Revenue Convertible Capital Appreciation Bonds, Series 2025A-2, and its Subordinate Tax Assessment and General Revenue Bonds, Series 2025B on July 9, 2025 (collectively, the “**Bonds**”); and

WHEREAS, at the closing on the Bonds, there will be established a project fund which contains the net proceeds from the Bonds that may be spent by the District on eligible public costs (the “**Project Fund**”) and a working capital fund which contains the net proceeds from the Bonds that may be utilized for administrative expenses related to the Public Infrastructure (the “**Working Capital Fund**”); and

WHEREAS, the Agreement establishes the terms and conditions for the reimbursement of Certified Capital Services Costs to CLW from the Project Fund and the Working Capital Fund;

and

WHEREAS, pursuant to the Agreement, CLW has submitted all required invoices and requested materials to Pinnacle Consulting Group, Inc. (the “**District Accountant**”) and The Connexion Group – Civil, LLC (the “**District Engineer**”); and

WHEREAS, the Board has received a satisfactory cost certification report from the District Accountant, attached hereto as **Exhibit A**, and a satisfactory cost certification report from the District Engineer, attached hereto as **Exhibit B** (collectively, the “**Cost Certifications**”); and

WHEREAS, the Board desires to adopt this District Acceptance Resolution declaring satisfaction of the conditions to accept the Certified Capital Services Costs as set forth in the Agreement and in compliance with the Governing Document and establish its agreement to reimburse CLW for the same.

NOW, THEREFORE, be it resolved by the Board of Trustees of the District (the “**Board**”) as follows:

1. Capital Services Costs. CLW has represented that it has funded or caused to be funded Capital Services Costs at its sole cost and expense, which Capital Services Costs are directly related to the Public Infrastructure, and has provided the substantiating documentation to the District Accountant and District Engineer.

2. Certified Capital Services Costs. As required pursuant to the Agreement, the District Accountant and the District Engineer have each reviewed the documentation provided by CLW and issued their respective Cost Certifications, attached hereto.

3. Acceptance of Certified Costs. The Board hereby finds that the applicable requirements set forth in the Agreement, and in compliance with the Governing Document, have been satisfied, and that the Certified Capital Services Costs are hereby accepted and approved for reimbursement to CLW by the District.

4. Capital Costs Eligible for Reimbursement. The Board, having reviewed the Cost Certifications and recommendations of the District Accountant and the District Engineer, finds and determines that the total amount of capital costs to be reimbursed to CLW from the Project Fund is One Hundred Four Thousand Five Hundred Forty-Nine Dollars And 34/100 Cents (\$104,549.34) (the “**Capital Reimbursement Amount**”).

5. Payment of Certified Capital Services Costs. The Board hereby directs the District Accountant to take all steps necessary to initiate and complete the requisition process whereby

funds will be released to CLW from the Project Fund to fully reimburse CLW for the Certified Capital Services Costs.

[Signature page follows.]

ADOPTED THIS 21ST DAY OF MAY, 2026.

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

Attest:

EXHIBIT A
Accountant Cost Certification

EXHIBIT B

Engineer Cost Certification



ACCOUNTANT'S ACKNOWLEDGEMENT

May 19, 2026

Board of Trustees
Point Phase 1 Public Infrastructure District No. 1
c/o WBA Local Government Law
139 Hunter's Grove Ln., Suite 200
Lehi, Utah 84043

Re: District Eligible Costs – Cost Certification #5

In accordance with the procedures outlined in the Reimbursement Agreement between Point Phase 1 Public Infrastructure District No. 1 (“District”) and CLW Point Partners, LLC (“Developer”), we have reviewed materials presented to substantiate District Eligible Costs. The materials reviewed Included Cost Certification Report #5 prepared by the The Connexion Group – Civil, LLC, the invoices summarized in Attachment B of that report, and the associated proof of payment. Based upon the Engineer Certification provided by The Connexion Group – Civil, LLC and our review of the aforementioned materials, District Eligible Costs in the amount of \$104,549.34 should be reimbursable by the District.

A handwritten signature in black ink, appearing to read "B. Campbell", is written over a light blue horizontal line.

Pinnacle Consulting Group, Inc.
Brendan Campbell, CPA

Cost Certification #5
Issued for
Point Phase 1 Public Infrastructure District No. 1

Submitted On:
May 13, 2026

Report By:

The Connexion Group – Civil, LLC
30 N Orange St, Unit B 327
Salt Lake City, UT 84116



Point Phase 1 Public Infrastructure District No 1
c/o Blair Dickhoner
WBA, PC
350 East 400 South, #2301
Salt Lake City, UT 84111

Cost Certification Report #5 Issued for Point Phase 1 Public Infrastructure District No. 1

The Connexion Group – Civil, LLC (the “Engineer”) was engaged by Point Phase 1 Public Infrastructure District No. 1 (the “District”) to serve as the District Engineer. The District has the power to incur costs related to the ability of the District to provide and/or the provision of Public Improvements (as defined within this report) including but not limited to District organizational costs, engineering, architectural, surveying, construction planning, and related legal, accounting and other professional services (the “Capital Services Costs”). CLW Point Partners LLC (the “Developer”) has incurred Capital Services Costs for the Point Phase 1 (the “Project”); and the District has entered into a Reimbursement Agreement [PID 1, Capital Expenses], by and between the District and the Developer that establishes a process by which the Capital Services Costs shall be certified for reimbursement.

The Developer has provided copies of invoices or statements for Capital Services Costs and evidence of payment and the Engineer has reviewed the invoices and other material presented to substantiate the Capital Services Costs proposed for reimbursement.

This Engineer’s cost certification is for the purpose of outlining the Engineer’s review procedure and certifying that, in the Engineer’s professional opinion, the Capital Services Costs are reasonable as compared to the costs for similar services in a substantially similar area to the District and are related to the provision of the public infrastructure. Subject to the procedure and limitations outlined below, the Engineer found that the invoices reviewed in this report, the certified Capital Services Costs total **\$104,549.34**.

Procedure:

This procedure was developed for the Engineer to obtain an understanding of the project, its related costs, and to enable the Engineer to express an informed opinion regarding the same. The District should review the process and limitations of this report and determine whether they are acceptable prior to adopting an acceptance resolution of the costs or acquiring the improvements.

1. The Engineer participated in calls with the District and the Developer to gain a better understanding of the needs and expectations of each party.
2. The Engineer reviewed the agreements provided by the District and Developer to identify the District’s powers, eligibility of improvements, and Developer documentation submittal requirements. A list of these documents is included as Attachment A.
3. The Engineer reviewed invoices provided by the Developer, and the other materials presented to substantiate the amount of Capital Costs submitted for reimbursement.
4. The Engineer provided the report to the District and Developer for review and confirmation that the Engineer’s understanding is accurate to the best of their knowledge.

Analysis Limitations:

- The review procedures are intentionally designed to be streamlined and transparent, balancing accessibility to the public with cost-efficiency. While more extensive procedures could yield different outcomes, the selected approach reflects a practical and professionally sound level of diligence appropriate for the intended purpose of this report. Users of the report for purposes other than those outlined are advised to seek professional guidance tailored to their specific circumstances.
- The recommendations presented in the report are based on assumptions that may change over time. Changes in market conditions, regulatory changes, and other factors could significantly impact the cost for development.

- The Engineer reviewed all documentation submitted by the Developer but did not independently verify the accuracy of the documents with third-party sources.
- The Engineer did not verify if other relevant agreements pertaining to the Development exist. Should relevant agreements be discovered in the future the Developer should promptly notify the District and refund any payments if necessary.
- The Engineer did not verify whether improvement costs have been previously reimbursed. However, this is the first bond issuance for the project, and the Developer affirmed that no prior reimbursement has occurred, less previous cost certification reports prepared by the Engineer.
- It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or structures which would render it unfit for use. No responsibility is assumed for such conditions or for engineering which may be required to discover such.
- The conclusions presented in this report are reliant on the accuracy of statements and letters from other professionals.
- The Engineer did not verify if requirements or certifications prior to the use of bond proceeds by the District are required as part of the bond documents.
- The Engineer relied on the planning documents and communications with representatives of the District and Developer teams to determine land ownership. The Engineer did not self-confirm the current land ownership or if any claims against the land exist.
- It is assumed that the Developer holds the right to reimbursement for any costs not paid by the Developer but were submitted and included as part of this report.

Understanding of Improvement Eligibility and Ownership:

The District shall have the power and authority to acquire or finance the public infrastructure within and without the boundaries of the District for the fair market value. Public Improvements, as defined by Utah S.B. 241, and referred to as public infrastructure in this report, include:

1. Infrastructure, utilities, improvements, facilities, buildings, or remediation that:
 - a. Benefit the public and are owned by a public entity or a public or private utility; or
 - b. Benefit the public and are publicly maintained or operated by a public entity; or
 - c. Are privately owned and are expressly permitted to be acquired or financed by the public infrastructure district's governing document or an agreement between the public infrastructure district and the public infrastructure district's creating entity.
2. Publicly or privately owned roads, right-of-way, trails, parking, or parking structures.

The Capital Services Costs for public infrastructure included in this report generally include the following:

1. Phase 1 planning, design, and coordination services for the Parcel H-3A parking garage, Event Center parking garage, the Promenade, and overall development improvements

A map visualizing the location of the public infrastructure reviewed in this report can be found in Attachment C.

Engineer's Review of Invoices:

The Engineer reviewed the invoices submitted by the Developer to determine the scope of work or materials being invoiced and to substantiate the Capital Services Costs. The Engineer has not included a complete list of all costs in the Engineer's summary, but just a list of project expenditures associated with scopes costs related to the provision of public infrastructure, which only includes a subset of the total project expenditures. The Engineer's findings regarding the scope of work, associated proof of payment, and Capital Services Costs for each invoice are included in a table in Attachment B.

The Engineer reviewed proof of payments that were paid by Innovation Point Partners, LLC. It is the Engineer's understanding that this entity is associated with Developer and has waived their reimbursement rights to the Developer.

Site Observation & Photos:

The Engineer performed a site observation on May 5, 2026, to memorialize the condition and status of the Project. The visit included a high level assessment of visible site activities, installed materials, and overall progression. It was observed that the construction of the backbone infrastructure is in progress, as seen in the supporting photographs below.



Conclusion:

The Engineer has reviewed the material presented to substantiate the Capital Services Costs. Subject to the stated procedure and limitations, it is our professional opinion that the Capital Services Costs in this report total **\$104,549.34**.

Not all documents listed in the Reimbursement Agreement were provided or were provided in a non-standard format. This review was limited to confirmation that the Capital Services Costs submitted for reimbursement by the Developer does not exceed the fair market value. We cannot guarantee that statements made by others are true and accurate. The Engineer recommends the District confirms that all documentation required under the bond documents for reimbursement have been provided.

The District should apply its own discretion and judgement when reimbursing the Developer for the Capital Services Costs certified in this report. Thank you for your attention to detail on this matter. Please contact us with any questions or concerns.

Sincerely,
The Connexion Group - Civil, LLC

Andrew Gaittens, PE
District Engineer

Attachments:

Attachment A: Agreements Reviewed

Attachment B: Invoice Tabulation and Engineers Understanding of Scopes

Attachment C: Cost Certification Map Exhibit

Attachment A: Agreements Reviewed

The Engineer reviewed the agreements listed below as part of the cost certification process.

District Governing Document:

- Governing Document for Point Phase 1 Public Infrastructure District Nos. 1 through 9, prepared by Gilmore & Bell, P.C., as amended May 14, 2025

Reimbursement Agreement:

- Reimbursement Agreement [PID 1, Capital Expenses], by and between Point Phase 1 Public Infrastructure District No. 1 and CLW Point Partners, LLC, dated March 6, 2025

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**Attachment B:
Invoice Tabulation and Engineers Understanding of Scopes**

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Attachment B: Invoice Tabulation and Engineers Understanding of Scopes

Invoice Number	Invoice Date	Description	Invoice Amount	Capital Services Costs	Developer Cost	POP Date	POP #	Additional Information
Arcadis, Inc.								
<p>Company/Eligibility Information: Arcadis Inc. (formerly known as Callison RTKL Inc.) is a global engineering firm specializing in various aspects of civil engineering and land planning. They are serving as the lead planner for the project. Expenditures reviewed in this report generally pertained to the master plan and H3A design services. H3A planning costs were considered eligible at the H3A public percent. Master planning costs were reviewed on a case-by-case basis.</p>								
36098482	1/13/2026	Design & Planning Services	\$13,330.00	\$8,216.21	\$5,113.79	2/9/2026	1168	
36098486	1/13/2026	Design & Planning Services	\$83,490.25	\$21,662.81	\$61,827.44	2/9/2026	1168	H3A general design tasks at H3A public percent.
36106197	2/13/2026	Design & Planning Services	\$16,905.00	\$15,192.23	\$1,712.77	4/6/2026	1177	
Arcadis, Inc. Totals:			\$113,725.25	\$45,071.25	\$68,654.00			
Chapman Parking & Mobility, LLC								
<p>Company/Eligibility Information: Chapman Parking and Mobility is a consulting firm specializing in parking and transportation solutions for urban developments. They provided demand analysis and design for the parking garages located in Parcel H3A and the Event Center. Costs were considered eligible for public financing.</p>								
26-002	2/18/2026	H3A Parking Garage Design	\$8,000.00	\$8,000.00	\$0.00	4/6/2026	1182	
26-003	2/19/2026	Event Center Parking Garage Design	\$9,500.00	\$9,500.00	\$0.00	4/6/2026	1182	
Chapman Parking & Mobility, LLC Totals:			\$17,500.00	\$17,500.00	\$0.00			
GSH Geotechnical, Inc.								
<p>Company/Eligibility Information: GSH Geotechnical is a professional consulting firm providing geotechnical engineering and environmental services for infrastructure and land development projects. They provided the project with geotechnical and seismic studies for Parcel H3A. H3A geotechnical costs were considered eligible at the H3A public percent due to the work covering both public and private improvements.</p>								
3599-004-01	2/2/2026	Geotechnical Study - H3A	\$24,000.00	\$2,494.49	\$21,505.51	4/6/2026	1178	H3A general design tasks at H3A public percent.
2599-04a-01	2/9/2026	Seismic Study - H3A	\$11,200.00	\$1,164.10	\$10,035.90	4/6/2026	1178	H3A general design tasks at H3A public percent.
GSH Geotechnical, Inc. Totals:			\$35,200.00	\$3,658.59	\$31,541.41			
Kimley-Horn and Associates, Inc.								
<p>Company/Eligibility Information: Kimley-Horn and Associates, Inc. is a planning and design consulting firm, offering engineering, environmental, and urban development services. They planned and designed various components of the development. Expenditures reviewed in this report generally pertained temporary parking conceptual design and Promenade permitting and bidding. Promenade costs were considered eligible for public financing.</p>								
093877004-1125	11/30/2025	Civil Engineering	\$32,510.00	\$32,510.00	\$0.00	2/9/2026	1166	
093877004-1225	12/31/2025	Civil Engineering	\$4,350.00	\$4,350.00	\$0.00	4/6/2026	1174	
Kimley-Horn and Associates, Inc. Totals:			\$36,860.00	\$36,860.00	\$0.00			
Snell & Wilmer, LLP								
<p>Company/Eligibility Information: Snell & Wilmer, LLP is a law firm that offers a broad range of legal services, including corporate, litigation, real estate, environmental, and intellectual property law. The Developer hired this firm to participate with District Counsel on District formation matters. Costs related to POMSLA and District kiosks were considered eligible for public financing. Costs related to Strata, CentraCom, CCRs, and leasing agreements were not considered eligible for public financing.</p>								
3027634	11/10/2025	Developer Counsel - Phase 1	\$1,805.00	\$208.50	\$1,596.50	2/9/2026	1169	Strata, CentraCom and CCR related items not eligible
3040773	12/12/2025	Developer Counsel - Phase 1	\$6,815.50	\$1,251.00	\$5,564.50	2/9/2026	1169	Strata, CentraCom and CCR related items not eligible
3049081	1/15/2026	Developer Counsel - Phase 1	\$3,708.00	\$0.00	\$3,708.00	4/6/2026	1179	Leasing and CCR related items not eligible
Snell & Wilmer, LLP Totals:			\$12,328.50	\$1,459.50	\$10,869.00			
GRAND TOTAL:			\$215,613.75	\$104,549.34	\$111,064.41			

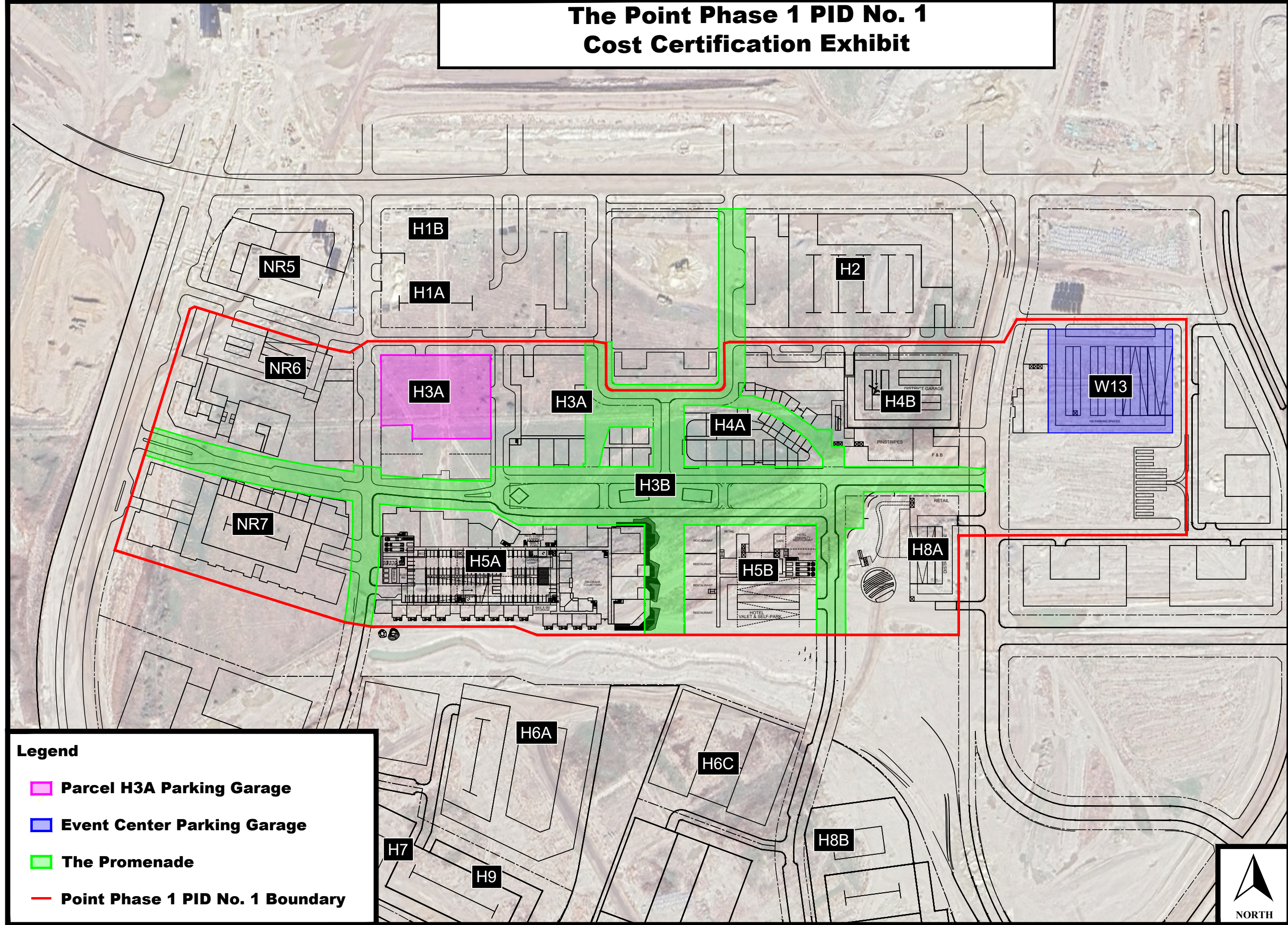
Table Generated By: The Connexion Group-Civil, LLC

Note: Partially eligible costs may be rounded

**Attachment C:
Cost Certification Map Exhibit**

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The Point Phase 1 PID No. 1 Cost Certification Exhibit



Legend

- Parcel H3A Parking Garage
- Event Center Parking Garage
- The Promenade
- Point Phase 1 PID No. 1 Boundary

General Notes

- 1/ This map is intended to serve as an aid in graphic representation only. The lines shown on this map should only be used for general reference purposes.
- 2/ Map is not to scale.
- 3/ The planning, design, and coordination services apply to the infrastructure depicted on this map.

No.	Revision/Issue	Date

Firm Name and Address

THE CONNEXION GROUP

30 N. Orange Street, Unit B 327
Salt Lake City, UT 84116

Attachment C:
Cost Certification Exhibit

Point Phase 1 PID No. 1

Date May 13, 2026	Sheet
Approximate Scale: NTS	

