

POINT PHASE 1 PUBLIC INFRASTRUCTURE DISTRICT

NOS. 1-9

NOTICE OF REGULAR MEETING AND AGENDA

Trustees	Office	Terms
Jay Hardy	Chair	Term from June 28, 2024, to 4 years from appointment
Robert Booth	Treasurer & Vice Chair	Term from June 28, 2024, to 6 years from appointment
Zachary Clegg	Clerk & Secretary	Term from June 28, 2024, to 6 years from appointment
Cal Roberts	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: October 15, 2026 (Thursday)

Time: 11:00 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

Dial in by phone

[+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 – September 18, 2026, Board Meeting. **(enclosure)**
- B. Review and Discussion of Fraud Risk Assessment. **(enclosure)**
- C. Consideration and Approval of 2025 Audited Financial Statements. **(enclosure)**
- D. Approval of Agreement with Ninyo & Moore for Construction Materials Testing. **(enclosure)**
- E. Consideration and Approval of Stormwater Drainage Facilities Acceptance, Maintenance and Easement Agreement with City of Draper. **(enclosure)**
- F. Ratification of Second Additional Services Addendum with Kimley-Horn and Associates. **(enclosure)**

III. ADMINISTRATIVE NON-ACTION ITEMS

- A. Discuss 2026 Budget Amendment and 2027 Budget Timeline and Process.
 - a. October – The budget officer prepares a tentative budget for the board to review at its first regularly scheduled meeting in November.

- b. November 19th – Board approves a tentative budget and sets a final budget public hearing date.
- c. No later than December 9th – Tentative budget is made available to the public for seven days prior to the public hearing for the adoption of the final budget.
- d. December 17th – Hold public hearing, adopt the final budget.

IV. CLOSED MEETING

- A. Closed Meeting pursuant to Utah Code § 52-4-205(1)(d) for a strategy session.

V. ADJOURNMENT

*****The next Regular Meeting is scheduled for November 19, 2026*****

RECORD OF PROCEEDINGS

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

HELD
September 18, 2026

The Special Meeting of Point Phase 1 Public Infrastructure District Nos. 1-9 was held at the offices of Wadsworth Development Group, 166 E 14000 S, Suite 210, Draper, UT, 84020 and via MS Teams and Teleconference at 11:00 a.m.

ATTENDANCE

Trustees in Attendance:

Robert Booth – Treasurer & Vice Chair
Zachary Clegg – Clerk & Secretary
Cal Roberts – Trustee

Trustee Absent; Excused:

Jay Hardy – Chair
Michael Ambre – Trustee

Also in Attendance:

Megan Murphy, Esq. and Betsy Russon, Esq.; WBA, PC.
Shannon McEvoy, Derek Campbell, and John Callahan III; Pinnacle Consulting Group, Inc.
Barret Marrocco; The Connexion Group.
Aaron Van Dyke; Lincoln Property Company.

ADMINISTRATIVE ITEMS

Call to Order: The Meeting of the Boards of Trustees of The Point Phase 1 Public Infrastructure District Nos. 1-9 was called to order by Mr. McEvoy.

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

Coordinated Meetings: The Boards determined to hold joint meetings of the Districts and to prepare joint minutes of actions taken by the Districts at such meetings. Unless otherwise noted below, the matters set forth below shall be deemed to be the actions of the Board of Trustees of the Point Phase 1 Public Infrastructure District No. 1 with concurrence by the Boards of Trustees of the Point Phase 1 Public Infrastructure District Nos. 2, 3, 4, 5, 6, 7, 8, and 9.

RECORD OF PROCEEDINGS

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. Clegg, and upon vote, unanimously carried, it was

RESOLVED to approve the agenda, as presented.

Public Comment: None.

ACTION ITEMS

Minutes: Mr. McEvoy presented the Minutes of the August 20, 2026, Regular Meeting to the Boards. Following review, upon a motion duly made by Mr. Booth, seconded by Mr. Clegg, and upon vote, unanimously carried, it was

RESOLVED to approve the minutes of the August 20, 2026, Regular Meeting, as presented.

WaterPro Inspection Fee Payment for The Point Event Venue Project: Mr. McEvoy presented the WaterPro Inspection Fee Payment for The Point Event Venue Project to the Board. The Board considered the ratification of a previously approved and processed payment to WaterPro in the amount of \$5,976.98. Following review and discussion, upon a motion duly made by Mr. Booth, seconded by Mr. Clegg, and upon vote, unanimously carried, it was

RESOLVED to ratify the WaterPro Inspection Fee Payment for The Point Event Venue Project in the amount of \$5,976.98.

Owner-Contractor Agreement with Layton Construction for The Point Event Venue: The Board considered ratification of an Owner-Contractor Agreement relating to construction work associated with the Event Venue project. Following review and discussion, upon a motion duly made by Mr. Booth, seconded by Mr. Clegg, and upon vote, unanimously carried, it was

RESOLVED to ratify the Owner-Contractor Agreement with Layton Construction for The Point Event Venue, as presented.

RECORD OF PROCEEDINGS

Event Venue Sewer Connection Indemnification Agreement: Ms. Murphy presented the Event Venue Sewer Connection Indemnification Agreement. Following review and discussion, upon a motion duly made by Mr. Booth, seconded by Mr. Clegg, and upon vote, unanimously carried, it was

RESOLVED to approve the Event Venue Sewer Connection Indemnification Agreement, subject to legal counsel's review and approval.

Promenade Sewer Connection Indemnification Agreement: Ms. Murphy presented the Promenade Sewer Connection Indemnification Agreement. Following review and discussion, upon a motion duly made by Mr. Booth, seconded by Mr. Clegg, and upon vote, unanimously carried, it was

RESOLVED to approve the Promenade Sewer Connection Indemnification Agreement, subject to legal counsel's review and approval.

Event Venue Impact Fee Indemnification Agreement: Ms. Murphy presented the Event Venue Impact Fee Indemnification Agreement. Following review and discussion, upon a motion duly made by Mr. Booth, seconded by Mr. Clegg, and upon vote, unanimously carried, it was

RESOLVED to approve the Event Venue Impact Fee Indemnification Agreement, subject to legal counsel's review and approval.

Award of Contract for Construction Materials Testing and Quality Assurance Services for the Point of the Mountain Event Center Project: Mr. Van Dyke discussed the Award of Contract for Construction Materials Testing and Quality Assurance Services for the Point of the Mountain Event Center Project with the Boards and answered questions. Following review and discussion, upon a motion duly made by Mr. Clegg, seconded by Mr. Booth, and upon vote, unanimously carried, it was

RESOLVED to award the Construction Materials Testing and Quality Assurance Services Contract for the Event Center project to Ninyo & Moore.

RECORD OF PROCEEDINGS

ADJOURNMENT

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

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

Respectfully Submitted,

John Callahan III, Recording Secretary for the Meeting.



OFFICE OF THE
STATE AUDITOR

Questionnaire

Revised December 2020

Fraud Risk Assessment

INSTRUCTIONS:

- Reference the *Fraud Risk Assessment Implementation Guide* to determine which of the following recommended measures have been implemented.
- Indicate successful implementation by marking “Yes” on each of the questions in the table. Partial points may not be earned on any individual question.
- Total the points of the questions marked “Yes” and enter the total on the “Total Points Earned” line.
- Based on the points earned, circle/highlight the risk level on the “Risk Level” line.
- Enter on the lines indicated the entity name, fiscal year for which the Fraud Risk Assessment was completed, and date the Fraud Risk Assessment was completed.
- Print CAO and CFO names on the lines indicated, then have the CAO and CFO provide required signatures on the lines indicated.

Fraud Risk Assessment

Continued

*Total Points Earned: 335 /395 *Risk Level: Very Low Low Moderate High Very High
 > 355 316-355 276-315 200-275 < 200

		Pts
1. Does the entity have adequate basic separation of duties or mitigating controls as outlined in the attached Basic Separation of Duties Questionnaire?	Yes	200
2. Does the entity have governing body adopted written policies in the following areas:		
a. Conflict of interest?	Yes	5
b. Procurement?	Yes	5
c. Ethical behavior?	Yes	5
d. Reporting fraud and abuse?	Yes	5
e. Travel?	Yes	5
f. Credit/Purchasing cards (where applicable)?	Yes	5
g. Personal use of entity assets?	Yes	5
h. IT and computer security?	Yes	5
i. Cash receipting and deposits?	Yes	5
3. Does the entity have a licensed or certified (CPA, CGFM, CMA, CIA, CFE, CGAP, CPFO) expert as part of its management team?	Yes	20
a. Do any members of the management team have at least a bachelor's degree in accounting?	Yes	10
4. Are employees and elected officials required to annually commit in writing to abide by a statement of ethical behavior?	No	20
5. Have all governing body members completed entity specific (District Board Member Training for local/special service districts & interlocal entities, Introductory Training for Municipal Officials for cities & towns, etc.) online training (training.auditor.utah.gov) within four years of term appointment/election date?	Yes	20
6. Regardless of license or formal education, does at least one member of the management team receive at least 40 hours of formal training related to accounting, budgeting, or other financial areas each year?	Yes	20
7. Does the entity have or promote a fraud hotline?	No	20
8. Does the entity have a formal internal audit function?	No	20
9. Does the entity have a formal audit committee?	Yes	20

*Entity Name: _____

*Completed for Fiscal Year Ending: _____ *Completion Date: _____

*CAO Name: _____ *CFO Name: _____

*CAO Signature: _____ *CFO Signature: _____

*Required

Basic Separation of Duties

See the following page for instructions and definitions.

	Yes	No	MC*	N/A
1. Does the entity have a board chair, clerk, and treasurer who are three separate people?	✓			
2. Are all the people who are able to receive cash or check payments different from all of the people who are able to make general ledger entries?	✓			
3. Are all the people who are able to collect cash or check payments different from all the people who are able to adjust customer accounts? If no customer accounts, check "N/A".				✓
4. Are all the people who have access to blank checks different from those who are authorized signers?	✓			
5. Does someone other than the clerk and treasurer reconcile all bank accounts OR are original bank statements reviewed by a person other than the clerk to detect unauthorized disbursements?	✓			
6. Does someone other than the clerk review periodic reports of all general ledger accounts to identify unauthorized payments recorded in those accounts?	✓			
7. Are original credit/purchase card statements received directly from the card company by someone other than the card holder? If no credit/purchase cards, check "N/A".				✓
8. Does someone other than the credit/purchase card holder ensure that all card purchases are supported with receipts or other supporting documentation? If no credit/purchase cards, check "N/A".				✓
9. Does someone who is not a subordinate of the credit/purchase card holder review all card purchases for appropriateness (including the chief administrative officer and board members if they have a card)? If no credit/purchase cards, check "N/A".				✓
10. Does the person who authorizes payment for goods or services, who is not the clerk, verify the receipt of goods or services?	✓			
11. Does someone authorize payroll payments who is separate from the person who prepares payroll payments? If no W-2 employees, check "N/A".				✓
12. Does someone review all payroll payments who is separate from the person who prepares payroll payments? If no W-2 employees, check "N/A".				✓

* MC = Mitigating Control

Basic Separation of Duties

Continued

Instructions: Answer questions 1-12 on the Basic Separation of Duties Questionnaire using the definitions provided below.

☺ If all of the questions were answered “Yes” or “No” with mitigating controls (“MC”) in place, or “N/A,” the entity has achieved adequate basic separation of duties. Question 1 of the Fraud Risk Assessment Questionnaire will be answered “Yes.” 200 points will be awarded for question 1 of the Fraud Risk Assessment Questionnaire.

☹ If any of the questions were answered “No,” and mitigating controls are not in place, the entity has not achieved adequate basic separation of duties. Question 1 of the Fraud Risk Assessment Questionnaire will remain blank. 0 points will be awarded for question 1 of the Fraud Risk Assessment Questionnaire.

Definitions:

Board Chair is the elected or appointed chairperson of an entity’s governing body, e.g. Mayor, Commissioner, Councilmember or Trustee. The official title will vary depending on the entity type and form of government.

Clerk is the bookkeeper for the entity, e.g. Controller, Accountant, Auditor or Finance Director. Though the title for this position may vary, they validate payment requests, ensure compliance with policy and budgetary restrictions, prepare checks, and record all financial transactions.

Chief Administrative Officer (CAO) is the person who directs the day-to-day operations of the entity. The CAO of most cities and towns is the mayor, except where the city has a city manager. The CAO of most local and special districts is the board chair, except where the district has an appointed director. In school districts, the CAO is the superintendent. In counties, the CAO is the commission or council chair, except where there is an elected or appointed manager or executive.

General Ledger is a general term for accounting books. A general ledger contains all financial transactions of an organization and may include sub-ledgers that are more detailed. A general ledger may be electronic or paper based. Financial records such as invoices, purchase orders, or depreciation schedules are not part of the general ledger, but rather support the transaction in the general ledger.

Mitigating Controls are systems or procedures that effectively mitigate a risk in lieu of separation of duties.

Original Bank Statement means a document that has been received directly from the bank. Direct receipt of the document could mean having the statement 1) mailed to an address or PO Box separate from the entity’s place of business, 2) remain in an unopened envelope at the entity offices, or 3) electronically downloaded from the bank website by the intended recipient. The key risk is that a treasurer or clerk who is intending to conceal an unauthorized transaction may be able to physically or electronically alter the statement before the independent reviewer sees it.

Treasurer is the custodian of all cash accounts and is responsible for overseeing the receipt of all payments made to the entity. A treasurer is always an authorized signer of all entity checks and is responsible for ensuring cash balances are adequate to cover all payments issued by the entity.

POINT PHASE 1 PUBLIC INFRASTRUCTURE DISTRICT NO. 1

**A COMPONENT UNIT OF
POINT OF THE MOUNTAIN STATE LAND AUTHORITY**

AUDITED FINANCIAL STATEMENTS

Year Ended December 31, 2025

TABLE OF CONTENTS

	Page
INDEPENDENT AUDITOR’S REPORT	1
MANAGEMENT’S DISCUSSION AND ANALYSIS	4
BASIC FINANCIAL STATEMENTS:	
Government-wide Financial Statements:	
Statement of Net Position	9
Statement of Activities	10
Fund Financial Statements:	
Balance Sheet - Governmental Funds	11
Reconciliation of the Balance Sheet of Governmental Funds to the Statement of Net Position	12
Statement of Revenues, Expenditures and Changes in Fund Balance - Governmental Funds	13
Reconciliation of the Statement of Revenues, Expenditures and Changes in Fund Balances of Governmental Funds to the Statement of Activities	14
Notes to the Basic Financial Statements	15
REQUIRED SUPPLEMENTARY INFORMATION	
Schedule of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual – General Fund	29
SUPPLEMENTARY INFORMATION	
Schedule of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual – Debt Service Fund	30
Schedule of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual – Capital Projects Fund	31

TABLE OF CONTENTS

	Page
OTHER COMMUNICATIONS FROM INDEPENDENT AUDITORS:	
Independent Auditor's Report on Internal Control Over Financial Reporting and on Compliance and other Matters Based on an Audit of Financial Statements Performed in Accordance with <i>Government Auditing Standards</i>	32
Independent Auditor's Report on State Legal Compliance	34
Schedule of Findings and Recommendations	37
Response to the Findings and Recommendations	39



INDEPENDENT AUDITOR'S REPORT

To the Board of Trustees of
Point Phase 1 Public Infrastructure District No. 1

Report on the Audit of the Financial Statements

Opinions

We have audited the financial statements of the governmental activities and each major fund, of Point Phase 1 Public Infrastructure District No. 1 (the District), a component unit of Point of the Mountain State Land Authority, as of and for the year ended December 31, 2025, and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

In our opinion, the accompanying financial statements present fairly, in all material respects, the respective financial position of the governmental activities and each major fund of the District as of December 31, 2025, and the respective changes in financial position for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the District and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

The District's management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for one year after the date that the financial statements are issued or when applicable, one year after the date that the financial statements are available to be issued.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the Management's Discussion and Analysis and the Schedule of Revenues, Expenditures, and Changes in Fund Balance General Fund Budget and Actual, as listed in the table of contents be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Supplementary Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the District's basic financial statements. The Schedules of Revenues, Expenditures, and Changes in Fund Balance – Budget and Actual for the Debt Service Fund and the Capital Projects Fund are presented for purposes of additional analysis and are not a required part of the basic financial statements.

The Schedules of Revenues, Expenditures, and Changes in Fund Balance – Budget and Actual for the Debt Service Fund and the Capital Projects Fund are the responsibility of management and were derived from and relate directly to the underlying accounting and other records used to prepare the basic financial statements.

Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the Schedules of Revenues, Expenditures, and Changes in Fund Balance – Budget and Actual for the Debt Service Fund and the Capital Projects Fund are fairly stated, in all material respects, in relation to the basic financial statements as a whole.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated October 2, 2026 on our consideration of the District's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control over financial reporting and compliance.



St. George, Utah
October 2, 2026

MANAGEMENT'S DISCUSSION AND ANALYSIS

The management of Point Phase 1 Public Infrastructure District No. 1 (the District) offers the readers of the District's financial statements this narrative overview and analysis of the financial activities of the District for the fiscal year ended December 31, 2025.

The Management Discussion and Analysis (MD&A) focuses on the presentation of the financial statements and the related activities in two distinct ways: 1) the review of government-wide financials that reflect the overall assets and activity of the government including the District's capital assets and long term debt obligations, and 2) the more traditional view of the governmental funds that have been established to account for specific activities of the District.

This MD&A will provide a quick look at the highlights of each of these presentations, a more definitive view of what comprises each of these presentations, and a more detailed analysis of each of the presentations, key components and the changes that occurred during 2025.

Overview of the Financial Statements

Management's discussion and analysis is intended to serve as an introduction to the District's basic financial statements. The District's basic financial statements comprise three components: 1) government-wide financial statements, 2) fund financial statements, and 3) notes to financial statements. This report also contains other supplemental information in addition to the basic financial statements.

Government-Wide Statements

The government-wide statements are designed to provide readers a broad overview of the District's finances, in a manner similar to a private-sector business. These statements provide both short-term and long-term information about the District's overall financial status. The statement of net position includes all of the District's assets and liabilities. All of the current year's revenues and expenses are accounted for in the statement of activities, regardless of when cash is received or paid.

The statement of net position presents information on all of the District's assets and liabilities, with the difference between these reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the District is improving or deteriorating.

The statement of activities presents information showing how the government's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flow in future fiscal periods.

The basic government-wide financial statements can be found on pages 9-10 of this report

Fund Financial Statements

The fund financial statements provide more detailed information about the District's funds, focusing on its most significant or "major" funds, not the District as a whole. Funds are accounting devices the District uses to keep track of specific sources of funding and spending on particular programs.

Governmental funds: The District's basic services are included in governmental funds, which generally focus on (1) inflows and outflows of cash and other financial assets and (2) balances remaining at year-end which are available for spending. Consequently, the governmental funds statements provide a

detailed short-term view that helps determine financial resources that may be available in the near term to finance the District's programs. Because this information does not encompass the long-term focus of the government-wide statements, a reconciling schedule is included on the governmental funds statements explaining the relationship (or difference) between them.

The District maintains three individual governmental funds. Information is presented separately in the governmental fund balance sheet and in the governmental fund statement of revenues, expenditures, and changes in fund balances for each of the funds – general, debt service, and capital projects – all of which are considered to be major funds.

The District adopts an annual appropriated budget for each fund. Budgetary comparison schedules have been provided for the funds in the required supplementary information and supplementary information sections to demonstrate compliance with the budget.

The basic governmental fund financial statements and reconciliation to the government-wide financial statements can be found on pages 11-14 of this report.

Financial Highlights

Government-wide financial statement highlights include:

- The District initiated its operations in 2024 with no significant activity.
- The combined liabilities of the District under full accrual accounting exceeded its assets at the close of the most recent fiscal year by \$8,684,556 (deficit net position), with \$0 net invested in capital assets, \$0 restricted for capital outlay and debt service and a deficit of \$8,684,556 considered unrestricted.
- As of December 31, 2025 the District had \$264,228,241 in non-current long-term liabilities:
 - The District did not make any principal payments on the outstanding Bonds. Outstanding principal as of the end of 2025 is \$249,878,737.
 - The District entered a land lease for 43 years with six optional ten-year extensions, which the District expects to use, creating a lease liability of \$8,369,314 as of December 31, 2025. Given Base Rent Payment payment dates (See note 7), the District initially concluded the lease term would commence in 2028, but upon further analysis concluded the ground lease met the terms of a lease in 2025.
 - Interest accrued on the Bonds in the amount of \$6,761,901, and interest accrued on the lease in the amount of \$205,445, for total unpaid, accrued interest of \$6,967,346. This is included in long-term liabilities due to the cash flow nature of these bonds and an anticipated 3 years before payments on the lease begin.
- Under the full accrual method of accounting the District's deficit net position of \$8,684,556 substantially resulted from:
 - The District had revenues of \$4,392,374 in 2025 from interest earned.
 - \$13,076,930 in expenses resulting from \$12,894,631 in interest on long-term debt and related costs and general government expenses of \$182,299.

Fund financial statement highlights include:

- As of the close of the current fiscal year, the District's governmental funds, which are reported under modified accrual accounting, reported a combined ending fund balance of \$237,928,108, with \$52,991,903 restricted for debt service, \$184,585,960 restricted for

capital outlay and \$350,245 unrestricted.

- They are comprised of:
 - During 2025, the General Fund recorded \$8,326 in revenues, \$142,716 in expenses, and \$484,635 transfer in from the Capital Projects Fund resulting in an increase of \$350,245 to the General Funds financial position.
 - The Debt Service Fund has an ending fund balance of \$52,991,903, which is restricted for future debt service payments. The 2025 activity consists of interest revenues of \$541,016 and transfers of \$52,450,887 from the Capital Projects fund.
 - The Capital Projects Fund had debt proceeds of \$257,260,895, net of bond discounts of \$987,156, capital acquisitions of \$17,656,139, issuance costs of \$5,926,306 and \$52,935,522 transfers out, for an ending fund balance of \$184,585,960.

Notes to financial statements. The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements. The notes to financial statements can be found on pages 15-28 of this report.

Supplementary information. The required supplementary information and supplementary information provided in this report after the basic financial statements includes a schedule of revenues, expenditures, and changes in fund balances, budget and actual comparison for the general fund, debt service fund and capital projects fund. These schedules can be found on pages 29-31 of this report.

Governmental Activities Financial Analysis

Net position may serve over time as a useful indicator of a government's financial position. In the case of the District, liabilities exceeded assets by \$8,684,556 at the close of the most recent fiscal year.

	Governmental activities		
	12/31/2025	12/31/2024	Increase (Decrease)
Current and other assets	\$ 238,753,155	\$ -	\$ 238,753,155
Capital assets	17,615,577	-	17,615,577
Total assets	256,368,732	-	256,368,732
Deferred outflows of resources	-	-	-
Long-term liabilities outstanding	264,228,241	-	264,228,241
Other liabilities	825,047	-	825,047
Total liabilities	265,053,288	-	265,053,288
Deferred inflows of resources	-	-	-
Net position:			
Restricted	-	-	-
Unrestricted	(8,684,556)	-	(8,684,556)
Total net position	\$ (8,684,556)	\$ -	\$ (8,684,556)

	Governmental activities		
	12/31/2025	12/31/2024	Increase (Decrease)
REVENUES			
General revenues:			
Other revenue/(expense)	\$ 4,392,374	\$ -	\$ 4,392,374
Total revenues	4,392,374	-	4,392,374
EXPENSES			
General government	182,299	-	182,299
Interest on long-term debt and related costs	12,894,631	-	12,894,631
Total expenses	13,076,930	-	13,076,930
Increase (Decrease) in net position before transfers	(8,684,556)	-	(8,684,556)
Change in net position	(8,684,556)	-	(8,684,556)
Net position, beginning	-	-	-
Net position, ending	\$ (8,684,556)	\$ -	\$ (8,684,556)

The District's net position decreased by \$8,684,556 during the current fiscal year. Revenues totaled \$4,392,374 while expenses totaled \$13,076,930.

Governmental Funds Financial Analysis

As noted earlier, the District used fund accounting to ensure and demonstrate compliance with finance-related legal requirements.

The focus of the District's governmental funds is to provide information on near term inflows, outflows, and balances of spendable resources. Such information is useful in assessing the District's financing requirements. In particular, unassigned fund balance may serve as a useful measure of a government's net resources available for spending at the end of the fiscal year.

As of the end of the current fiscal year, the District's governmental funds reported a combined ending fund balance of \$237,928,108, consisting of \$237,577,863 restricted fund balance, which is available for spending at the government's discretion within the parameters established for each restriction and \$350,245 in unassigned fund balance.

The General Fund is the chief operating fund of the District. At the end of the current fiscal year, an unassigned fund balance of \$350,245 was held in the fund.

The Debt Service Fund is used for future debt service payments. At the end of the year, a restricted fund balance of \$52,991,903 was held in the fund.

The Capital Projects Fund is used for future construction of infrastructure and other capital-related activities. At the end of the year, a restricted fund balance of \$184,585,960 was held in the fund.

General Fund Budgetary Highlights

The District prepares its budget on the modified accrual basis of accounting to recognize the fiscal impact of debt issuance, sales of assets and debt repayments, as well as capital outlay. This budgetary accounting is required by State statutes.

Debt Administration

During 2025, the District issued Series 2025A-1, 2025A-2 and 2025B, Tax Assessment and General Revenue Bonds in the original par amount of \$249,878,737. The 2025 bonds bear interest at 5.125% - 8.5% with annual interest payments beginning March 1, 2026 and principal payments annually, beginning March 1, 2031. The purpose of the Bonds were to finance capital projects costs benefiting the Point of the Mountain area development.

Additional information on the District's long-term obligations can be found within Note 6 of this report.

Capital Assets

During 2025, the District had capital outlay costs of \$9,286,825 for construction in progress and \$8,369,314 for land leases. The assets constructed and leased will benefit the Point of the Mountain area development.

Next Year's Budget and Rates

The District has appropriated \$194,500 in the General Fund, \$7,746,165 in the Debt Service Fund, and \$177,509,953 in the Capital Projects Fund for spending in the 2026 fiscal year. It is intended that fund balance plus property tax revenue will be sufficient to cover these expenditures.

Request for Information

Management's discussion and analysis is designed to provide a general overview of the District's finances. Questions concerning any of the information provided within this report or requests for additional information should be addressed to:

District Accountant of
Point Phase 1 Public Infrastructure District No. 1

BASIC FINANCIAL STATEMENTS

POINT PHASE 1 PUBLIC INFRASTRUCTURE DISTRICT NO. 1
A COMPONENT UNIT OF
POINT OF THE MOUNTAIN STATE LAND AUTHORITY

STATEMENT OF NET POSITION

December 31, 2025

	Governmental Activities	Total
ASSETS		
Cash and investments - restricted	\$ 238,055,210	\$ 238,055,210
Receivables/Recoveries (net of allowance)	697,945	697,945
Capital assets (net of accumulated depreciation):		
Construction in progress	9,286,825	9,286,825
Right-of-use land	8,328,752	8,328,752
Total assets	256,368,732	256,368,732
LIABILITIES		
Current liabilities:		
Accounts payable and other current liabilities	825,047	825,047
Total current liabilities	825,047	825,047
Noncurrent liabilities:		
Due in one year	-	-
Due in more than one year:		
Bonds, leases, and long term accrued interest	264,228,241	264,228,241
Total noncurrent liabilities	264,228,241	264,228,241
Total liabilities	265,053,288	265,053,288
NET POSITION		
Net investment in capital assets	-	-
Restricted	-	-
Unrestricted	(8,684,556)	(8,684,556)
Total net position	\$ (8,684,556)	\$ (8,684,556)

The accompanying notes are an integral part of the financial statements.

POINT PHASE 1 PUBLIC INFRASTRUCTURE DISTRICT NO. 1
A COMPONENT UNIT OF
POINT OF THE MOUNTAIN STATE LAND AUTHORITY
STATEMENT OF ACTIVITIES
Year Ended December 31, 2025

Functions/Programs	Expenses	Program Revenues			Net (Expense) Revenue and Changes in Net Position	
		Charges for Services	Operating Grants & Contributions	Capital Grants & Contributions	Governmental Activities	Total
Governmental activities:						
General government	\$ 182,299	\$ -	\$ -	\$ -	\$ (182,299)	\$ (182,299)
Interest on long-term debt and related costs	12,894,631	-	-	-	(12,894,631)	(12,894,631)
Total governmental activities	13,076,930	-	-	-	(13,076,930)	(13,076,930)
Total primary government	<u>\$ 13,076,930</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>		
General revenues:						
					-	-
Property taxes					4,392,374	4,392,374
Interest income						
Total general revenues					4,392,374	4,392,374
Change in net position					(8,684,556)	(8,684,556)
Net position - beginning					-	-
Net position - ending					<u>\$ (8,684,556)</u>	<u>\$ (8,684,556)</u>

The accompanying notes are an integral part of the financial statements.

POINT PHASE 1 PUBLIC INFRASTRUCTURE DISTRICT NO. 1
A COMPONENT UNIT OF
POINT OF THE MOUNTAIN STATE LAND AUTHORITY
BALANCE SHEET - GOVERNMENTAL FUNDS

December 31, 2025

	<u>General</u>	<u>Debt Service Fund</u>	<u>Capital Projects Funds</u>	<u>Total Governmental Funds</u>
ASSETS				
Cash and cash equivalents	\$ 357,211	\$ 52,926,037	\$ 184,771,962	\$ 238,055,210
Receivables:				
Interest	1,242	65,866	630,837	697,945
Total assets	<u>\$ 358,453</u>	<u>\$ 52,991,903</u>	<u>\$ 185,402,799</u>	<u>\$ 238,753,155</u>
LIABILITIES				
Accounts payable	\$ 8,208	\$ -	816,839	\$ 825,047
Total liabilities	<u>8,208</u>	<u>-</u>	<u>816,839</u>	<u>825,047</u>
FUND BALANCES				
Restricted for:				
Capital outlay	-	-	184,585,960	184,585,960
Debt service	-	52,991,903	-	52,991,903
Unassigned	350,245	-	-	350,245
Total fund balances	<u>350,245</u>	<u>52,991,903</u>	<u>184,585,960</u>	<u>237,928,108</u>
Total liabilities deferred inflows and fund balances	<u>\$ 358,453</u>	<u>\$ 52,991,903</u>	<u>\$ 185,402,799</u>	<u>\$ 238,753,155</u>

The accompanying notes are an integral part of the financial statements.

POINT PHASE 1 PUBLIC INFRASTRUCTURE DISTRICT NO. 1
A COMPONENT UNIT OF
POINT OF THE MOUNTAIN STATE LAND AUTHORITY
RECONCILIATION OF THE BALANCE SHEET OF GOVERNMENTAL FUNDS TO THE
STATEMENT OF NET POSITION

December 31, 2025

Total fund balances governmental funds	\$ 237,928,108
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Amounts reported for governmental activities in the statement of net position are different because:

Capital assets used in governmental activities are not financial resources and, therefore, are not reported in the funds:

Governmental capital assets	\$ 17,656,139	
Accumulated amortization	<u>(40,562)</u>	
		17,615,577

Long-term liabilities are not due and payable in the current period and, therefore, are not reported in the funds:

Bonds payable	(249,878,737)	
Bond Discount	987,156	
Ground Lease	<u>(8,369,314)</u>	
		(257,260,895)

Interest payable on long-term debt does not require current financial resources and therefore, is not reported as a liability in the governmental funds balance sheet.

	<u>(6,967,346)</u>
Net position of governmental activities	<u><u>\$ (8,684,556)</u></u>

The accompanying notes are an integral part of the financial statements.

POINT PHASE 1 PUBLIC INFRASTRUCTURE DISTRICT NO. 1
A COMPONENT UNIT OF
POINT OF THE MOUNTAIN STATE LAND AUTHORITY
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES
- ALL GOVERNMENTAL FUNDS
Year Ended December 31, 2025

	General	Debt Service Fund	Capital Projects Funds	Total Governmental Funds
REVENUES				
Interest income	\$ 8,326	\$ 541,016	\$ 3,843,032	\$ 4,392,374
Total revenues	8,326	541,016	3,843,032	4,392,374
EXPENDITURES				
Management expense	60,356	-	-	60,356
Professional services	80,134	-	-	80,134
Insurance	100	-	-	100
Office Expenses	1,147	-	-	1,147
Bond issuance fees	-	-	5,926,306	5,926,306
Capital outlay	-	-	17,656,139	17,656,139
Debt service:				
Interest	979	-	-	979
Total expenditures	142,716	-	23,582,445	23,725,161
Excess of revenues over expenditures	(134,390)	541,016	(19,739,413)	(19,332,787)
OTHER FINANCING SOURCES (USES)				
Issuance of debt	-	-	258,248,051	258,248,051
Original issue discount	-	-	(987,156)	(987,156)
Transfers in	484,635	52,450,887	-	52,935,522
Transfers out	-	-	(52,935,522)	(52,935,522)
Total other financing sources (uses)	484,635	52,450,887	204,325,373	257,260,895
Net change in fund balances	350,245	52,991,903	184,585,960	237,928,108
Fund balances, beginning of year	-	-	-	-
Fund balances, end of year	<u>\$ 350,245</u>	<u>\$ 52,991,903</u>	<u>\$ 184,585,960</u>	<u>\$ 237,928,108</u>

The accompanying notes are an integral part of the financial statements.

POINT PHASE 1 PUBLIC INFRASTRUCTURE DISTRICT NO. 1
A COMPONENT UNIT OF
POINT OF THE MOUNTAIN STATE LAND AUTHORITY
RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN
FUND BALANCES OF GOVERNMENTAL FUNDS TO THE STATEMENT OF ACTIVITIES
Year Ended December 31, 2025

Amounts reported for governmental activities in the statement of activities are different because:

Net change in fund balances - total governmental funds		\$ 237,928,108
Governmental funds report capital outlays as expenditures. However, in the statement of activities, the cost of those assets is allocated over their estimated useful lives and reported as depreciation expense. This is the difference between depreciation expense and capital outlay in the current period.		
Capital outlay	\$ 17,656,139	
Amortization expense	<u>(40,562)</u>	
		17,615,577
Issuance of long-term debt provides current financial resources in the governmental funds but increases long-term liabilities in the statement of net position.		(257,260,895)
Accrued interest and related changes for long-term debt are not reported for the current period while they are recorded in the statement of activities.		(6,967,346)
Change in net position of governmental activities		<u><u>\$ (8,684,556)</u></u>

The accompanying notes are an integral part of the financial statements.

POINT PHASE 1 PUBLIC INFRASTRUCTURE DISTRICT NO. 1
A COMPONENT UNIT OF POINT OF THE MOUNTAIN STATE LAND AUTHORITY
NOTES TO THE FINANCIAL STATEMENTS

NOTE 1 - DEFINITION OF REPORTING ENTITY

On June 11, 2024, the Point Phase 1 Public Infrastructure District No. 1 (the District) was created by the Point of the Mountain State Land Authority (POMSLA) for the purpose of financing the construction of infrastructure improvements for the inhabitants within its boundaries. The Office of the Lieutenant Governor of the State of Utah issued a Certificate of Incorporation for the District (Certificate No. 02754) under Section 17B-1-215, Utah Code, on June 28, 2024, which was recorded in the real property records of Salt Lake County, Utah, on July 18, 2024, as Entry No. 14265933, in Book 11505 at Page 5852.

Concurrently with its creation, the District's organization, powers, and financial limitations are established by a Governing Document for Point Phase 1 Public Infrastructure District Nos. 1 through 9, Salt Lake County, Utah, approved by the POMSLA Board by resolution on June 11, 2024 (the "Governing Document"), which was amended on May 14, 2025 pursuant to POMSLA Resolution 2025-03, and confirmed by the District's own resolution adopted May 21, 2025, to modify the Districts' annexation area. The Governing Document was further amended by a First Amendment to Governing Document (the "First Amendment"), which revises Section VI (Board of Trustees) to comply with Section 17D-4-202.2, Utah Code Annotated — enacted effective May 6, 2025 and requiring that at least 40% of each District's Board seats be appointed by POMSLA no later than July 1, 2026. As amended, effective July 1, 2026, POMSLA is entitled to appoint two of the five Trustees (Trustees 4 and 5) to each District's Board.

The District follows the Governmental Accounting Standards Board (GASB) accounting pronouncements which provide guidance for determining which governmental activities, organizations and functions should be included within the financial reporting entity. GASB pronouncements set forth the financial accountability of a governmental organization's elected governing body as the basic criterion for including a possible component governmental organization in a primary government's legal entity. Financial accountability includes, but is not limited to, appointment of a voting majority of the organization's governing body, ability to impose its will on the organization, a potential for the organization to provide specific financial benefits or burdens and fiscal dependency.

POMSLA appointed the initial board of trustees for the District. While POMSLA has no obligation, guarantee, or responsibility for the debt issued by the District, there is an interlocal capital pledge agreement which commits POMSLA to provision of specific tax revenues, creating an obligation on POMSLA to provide financial support to the District, creating a financial burden. Due to the financial integration of POMSLA and the District, the District is a component unit of POMSLA. Financial information for POMSLA can be acquired directly from POMSLA.

The District has no employees and all operations and administrative functions are contracted.

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Description of government-wide financial statements

The government-wide financial statements (i.e., the statement of net position and the statement of activities) report information on all of the nonfiduciary activities of the primary government and its component units. All fiduciary activities are reported only in the fund financial statements. Governmental activities are normally supported by taxes and intergovernmental revenues.

POINT PHASE 1 PUBLIC INFRASTRUCTURE DISTRICT NO. 1

A COMPONENT UNIT OF POINT OF THE MOUNTAIN STATE LAND AUTHORITY

NOTES TO THE FINANCIAL STATEMENTS

Basis of presentation – government-wide and fund financial statements

The government-wide financial statements include the statement of net position and the statement of activities. These financial statements include all of the activities of the District. The effect of interfund activity has been removed from these statements. Governmental activities are normally supported by taxes and inter-governmental revenues.

The statement of net position reports all financial and capital resources of the District. The difference between the sum of assets and deferred outflows and the sum of liabilities and deferred inflows is reported as net position. The statement of activities demonstrates the degree to which the direct and indirect expenses of a given function or segment are offset by program revenues. Direct expenses are those that are clearly identifiable with a specific function or segment. Program revenues include 1) charges to customers or applicants who purchase, use, or directly benefit from goods, services or privileges provided by a given function or segment, and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Taxes and other items not properly included among program revenues are reported instead as general revenues.

Separate financial statements are provided for governmental funds. Major individual governmental funds are reported as separate columns in the fund financial statements.

Measurement focus, basis of accounting, and financial statement presentation

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows.

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the government considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. The major sources of revenue susceptible to accrual are property taxes, and sales and use taxes. All other revenue items are considered to be measurable and available only when cash is received by the District. The District determined that Developer advances are not considered as revenue susceptible to accrual. Expenditures, other than interest on long-term obligations, are recorded when the liability is incurred, or the long-term obligation is due.

The District reports the following major governmental funds:

The *General Fund* is the District's primary operating fund. It accounts for all financial resources of the general government, except those required to be accounted for in another fund.

The *Debt Service Fund* accounts for the resources accumulated and payments made for principal and interest on long-term debt of the governmental funds.

The *Capital Projects Fund* is used to account for financial resources to be used for the acquisition and construction of capital equipment and facilities.

POINT PHASE 1 PUBLIC INFRASTRUCTURE DISTRICT NO. 1
A COMPONENT UNIT OF POINT OF THE MOUNTAIN STATE LAND AUTHORITY
NOTES TO THE FINANCIAL STATEMENTS

As a general rule, the effect of interfund activity has been eliminated from the government- wide financial statements.

Budgets

In accordance with the State Budget Law, the District's Board of Trustees holds public hearings in the fall each year to approve the budget and appropriate the funds for the ensuing year. The appropriation is at the total fund expenditures and other financing uses level and lapses at year-end. The District's Board of Trustees can modify the budget by line item within the total appropriation without notification. The appropriation can only be modified upon completion of notification and publication requirements. The budget includes each fund on its basis of accounting unless otherwise indicated.

Assets, Liabilities, Deferred Outflows/Inflows of Resources, and Net Position/Fund Balance

Cash, cash equivalents, and investments

The District follows the practice of pooling cash and investments of all funds to maximize investment earnings. Except when required by trust or other agreements, all cash is deposited to and disbursed from a single bank account. Cash in excess of immediate operating requirements is pooled for deposit and investment flexibility. Investment earnings are allocated periodically to the participating funds based upon each fund's average equity balance in the total cash.

State statutes authorize the District to invest in obligations of the U.S. Treasury, certain qualifying commercial paper, repurchase agreements and bankers' acceptances, and negotiable or nonnegotiable deposits of qualified depositories and the Utah Public Treasurers' Investment Fund. The Utah Public Treasurers' Investment Fund operates in accordance with appropriate state laws and regulations. The reported value of the pool is the same as the fair value of the pool shares. Investments for the District are reported at fair value determined on quoted market prices. Changes in the fair value of investments are recognized as a component of investment income.

Investments are carried at fair value.

Inventories and prepaid items

The costs of governmental fund-type inventories are recorded as expenditures when purchased rather than when consumed. Also, the District's inventory of materials and supplies is deemed to be immaterial; thus, no provision for inventory has been made in these financial statements.

Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items in both the government-wide and fund financial statements. The cost of prepaid items is recorded as an expenditure when consumed rather than when purchased.

Capital Assets

Capital assets, which include property, plant, equipment, and infrastructure assets (e.g., roads, bridges, sidewalks, and similar items), are reported in the applicable governmental or business-type activities columns in the government-wide financial statements. Capital assets are defined by the District as an asset, or group of like-items purchased together, with a useful life greater than 12 months and initial,

POINT PHASE 1 PUBLIC INFRASTRUCTURE DISTRICT NO. 1
A COMPONENT UNIT OF POINT OF THE MOUNTAIN STATE LAND AUTHORITY
NOTES TO THE FINANCIAL STATEMENTS

individual or group cost of more than \$5,000. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated capital assets are recorded at acquisition value at the date of donation.

Capital assets which are anticipated to be conveyed to other governmental entities are recorded as construction in progress until contributed to the other governmental entity and are not included in the calculation of net investment in capital assets.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend the life of the asset are not capitalized. Improvements are capitalized and depreciated over the remaining useful lives of the related fixed assets, as applicable.

Deferred outflows/inflows of resources

In addition to assets, the statement of financial position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, *deferred outflows of resources*, represents a consumption of net position that applies to a future period(s) and so will *not* be recognized as an outflow of resources (expense/ expenditure) until then. The District currently has no items which qualify for reporting in this category.

In addition to liabilities, the statement of financial position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, *deferred inflows of resources*, represents an acquisition of net position that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time. The District has no items which qualify for reporting in this category.

Leases

The District is a lessee for a noncancellable ground lease. The District recognizes lease liabilities and intangible right-to-use assets (lease assets) in the government-wide financial statements. At the commencement of a lease arrangement, the District initially measures the lease liability at the present value of payments expected to be made during the term. Subsequently, the lease liability is reduced by the principal portion of lease payments made. The lease asset is initially measured as the initial amount of the lease liability adjusted for lease payments made at or before the lease commencement date, plus certain initial direct costs. Subsequently, the lease asset is amortized on a straight-line basis over its useful life.

Key estimates and judgments related to leases includes how the District determines (1) the discount rate it uses to discount the expected lease payments to present value, (2) lease term, and (3) lease payments.

- The District uses the interest rate charged by the lessor as the discount rate. When the interest rate charged by the lessor is not provided, District generally uses the Applicable Federal Rate (AFR) or the published US Treasury rates for terms over 20 years as the discount rate for leases.
- The lease term includes the noncancellable period of the lease. The District monitors changes in circumstances that would require a remeasurement of its lease agreement and will remeasure the lease assets and liabilities if certain changes occur that are expected to significantly affect the amount of the lease liabilities.

POINT PHASE 1 PUBLIC INFRASTRUCTURE DISTRICT NO. 1
A COMPONENT UNIT OF POINT OF THE MOUNTAIN STATE LAND AUTHORITY
NOTES TO THE FINANCIAL STATEMENTS

Lease assets are reported with other capital assets, and lease liabilities are reported with long-term debt on the statement of net position.

Net position flow assumption

Sometimes the District will fund outlays for a particular purpose from both restricted (e.g., restricted bond or grant proceeds) and unrestricted resources. In order to calculate the amounts to report as restricted – net position and unrestricted – net position in the government-wide statements, a flow assumption must be made about the order in which the resources are considered to be applied. It is the District’s policy to consider restricted – net position to have been depleted before unrestricted – net position is applied.

Fund balance flow assumptions

Sometimes the District will fund outlays for a particular purpose from both restricted and unrestricted resources (the total of committed, assigned, and unassigned fund balance). In order to calculate the amounts to report as restricted, committed, assigned, and unassigned fund balance in the governmental fund financial statements a flow assumption must be made about the order in which the resources are considered to be applied. It is the District’s policy to consider restricted fund balance to have been depleted before using any of the components of unrestricted fund balance. Further, when the components of unrestricted fund balance can be used for the same purpose, committed fund balance is depleted first, followed by assigned fund balance. Unassigned fund balance is applied last.

Fund balance policies

Fund balance for governmental funds should be reported in classifications that comprise a hierarchy based on the extent to which the government is bound to honor constraints on the specific purposes for which spending can occur. Governmental funds report up to five classifications of fund balance: nonspendable, restricted, committed, assigned, and unassigned. Because circumstances differ among governments, not every government or every governmental fund will present all of these components. The following classifications describe the relative strength of the spending constraints:

Nonspendable Fund Balance – The portion of fund balance that cannot be spent because it is either not in spendable form (such as prepaid amounts or inventory) or legally or contractually required to be maintained intact.

Restricted Fund Balance – The portion of fund balance that is constrained to being used for a specific purpose by external parties (such as bondholders), constitutional provisions, or enabling legislation.

Committed Fund Balance – The portion of fund balance that can only be used for specific purposes pursuant to constraints imposed by formal action of the government’s highest level of decision-making authority, the Board of Trustees. The constraint may be removed or changed only through formal action of the Board of Trustees.

Assigned Fund Balance – The portion of fund balance that is constrained by the government’s intent to be used for specific purposes but is neither restricted nor committed.

POINT PHASE 1 PUBLIC INFRASTRUCTURE DISTRICT NO. 1
A COMPONENT UNIT OF POINT OF THE MOUNTAIN STATE LAND AUTHORITY
NOTES TO THE FINANCIAL STATEMENTS

Intent is expressed by the Board of Trustees to be used for a specific purpose. Constraints imposed on the use of assigned amounts are more easily removed or modified than those imposed on amounts that are classified as committed.

Unassigned Fund Balance – The residual portion of fund balance that does not meet any of the criteria described above.

Revenues and expenditures/expenses

Tax Sharing Revenue

The District's primary source of revenue is derived from a tax sharing Interlocal Capital Pledge Agreement with POMSLA. Pursuant to the agreement, POMSLA remits to the District Pledged Tax Equivalent Revenues and Pledged Sales Tax Revenues, in defined percentages beginning in 2028 through December 31, 2067 for the purpose of financing public infrastructure improvements. Amounts received under the agreement are reported as intergovernmental revenues in the accompanying financial statements.

Revenue is recognized when the underlying taxes are collected by the taxing authority and become measurable and available to the District. For government-wide financial statements, revenue is recognized when earned in accordance with the accrual basis of accounting.

The District is substantially dependent on revenues received under this agreement with POMSLA. For the year ended December 31, 2025, there were no revenues received under the agreement. Payments from tax revenues are scheduled to begin in 2028 and continue through December 31, 2067.

Property taxes

The County assesses, bills, collects, and distributes property taxes for all taxing jurisdictions within its boundaries, including cities, school districts, and special districts, in accordance with state law. Property taxes are collected on two types of assets: 1) personal property, which represents business assets other than real estate, and 2) real estate and improvements. Uncollected taxes, including delinquent amounts, are deemed to be substantially collectible or recoverable through a tax sale process that is conducted when property taxes have been delinquent for five years. Accordingly, no allowance for doubtful tax accounts is considered necessary. Property taxes become a lien against the property as of January 1 in the year in which taxes are due. Property valuation notices are mailed to property owners in July.

Property owners can appeal the assessed valuation no later than September 15. Tax notices are mailed to property owners on or before November 1. Payments are due November 30.

Property taxes due in November that are uncollected by the following March are reported as a property tax receivable on the financial statements. Because these taxes are not considered available to liquidate liabilities of the current period, they are considered to be a deferred inflow of resources. The County Treasurer, acting as a tax collector, must settle and disburse all tax collections to all taxing entities on a monthly basis. Tax collections are recorded as funds held in trust until disbursement. The County adheres to the following procedures set forth by the Utah State Tax Commission:

POINT PHASE 1 PUBLIC INFRASTRUCTURE DISTRICT NO. 1
A COMPONENT UNIT OF POINT OF THE MOUNTAIN STATE LAND AUTHORITY
NOTES TO THE FINANCIAL STATEMENTS

January 1: Lien Date – All property appraised based upon situs and status as of this date (real and personal).

May 22: County Assessor completes assessment roll and delivers roll to County Auditor with required signed statement.

June 22: All taxing entities with fiscal years ending in June adopt tentative budgets and proposed tax rates and report them to the County Auditor.

July 22: County Auditor prepares and mails Notice of Valuation and Tax Changes to all real property owners, including centrally assessed property owners. Notice is to include date, time, and place of public budget hearings.

August 1: Taxing entities proposing judgment levies and tax increases are to advertise the tax increase and/or judgment levy, hold public hearings, adopt by resolution final budgets and tax rates, and report this information to the County Auditor.

September 15: Applications for appeal of locally assessed real property are due to the County's Board of Equalization. (Hearings are held and decisions made through October 1.)

September 30: Utah State Tax Commission approves certified and proposed tax rates for each taxing entity.

October 1: Calendar-year taxing entities notify County governing body of intent to increase property taxes for the next calendar year. Calendar-year taxing entities must meet statutory noticing requirements which include a public meeting fourteen or more days before the November election, mailings to property owners seven or more days before the November election, and a twice-advertised public hearing.

November 1: County Auditor delivers the equalized assessment roll to the County Treasurer with affidavit and charges the County Treasurer to account for all taxes levied. County Treasurer mails tax notices.

December 1: Unpaid taxes on real property become delinquent and penalty is applied.

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenditures/expenses during the reporting period. Actual results could differ from those estimates.

NOTE 3 - DEPOSITS AND INVESTMENTS

Cash and investments as of December 31, 2025 are classified in the accompanying financial statements as follows:

Cash and Investments - Unrestricted	\$ 357,211
Cash and Investments - Restricted	<u>237,697,999</u>
Total Cash and Investments	<u><u>\$ 238,055,210</u></u>

POINT PHASE 1 PUBLIC INFRASTRUCTURE DISTRICT NO. 1

A COMPONENT UNIT OF POINT OF THE MOUNTAIN STATE LAND AUTHORITY

NOTES TO THE FINANCIAL STATEMENTS

Restricted cash balances are restricted for use in construction and debt service.

Deposits with Financial Institutions

The District's deposit and investment activities are governed by the Utah Money Management Act (Utah Code, Title 51, Chapter 7). The State of Utah Money Management Council has the responsibility to advise the Utah State Treasurer about investment policies, promote measures and rules that will assist in strengthening the banking and credit structure of the state of Utah, and review the rules adopted under the authority of the Utah Money Management Act that relate to the deposit and investment of public funds. The Utah Money Management Act requires deposits be in a qualified depository. The Act defines a qualified depository as any financial institution whose deposits are insured by an agency of the federal government, and which has been certified by the State Commissioner of Financial Institutions as meeting the requirements of the Act and adhering to the rules of the Utah Money Management Council.

Custodial Credit Risk

In the case of deposits, this is the risk that in the event of a bank failure, the District's deposits may not be returned to it. As of December 31, 2025, all of the District's balance of \$238,055,210 was exposed to custodial credit risk as it was not insured or collateralized.

Investments

The State of Utah Money Management Council (the Council) has the responsibility to advise the State Treasurer about investment policies, promote measures and rules that will assist in strengthening the banking and credit structure of the state, and review the rules adopted under the authority of the State of Utah Money Management Act that relate to the deposit and investment of public funds. The District follows the requirements of the Utah Money Management Act (Utah Code, Title 51, Chapter 7) in handling its depository and investment transactions. Statutes authorize the District to invest in: negotiable or nonnegotiable deposits of qualified depositories and permitted negotiable depositories; repurchase and reverse repurchase agreements; commercial paper that is classified as "first tier" by two nationally recognized statistical rating organizations; bankers' acceptances; obligations of the United States Treasury including bills, notes, and bonds; obligations, other than mortgage derivative products, issued by United States government-sponsored enterprises (United States Agencies) such as the Federal Home Loan Bank System, Federal Home Loan Mortgage Corporation (Freddie Mac), and Federal National Mortgage Association (Fannie Mae); bonds, notes, and other evidence of indebtedness of political subdivisions of the State; fixed-rate corporate obligations and variable-rate securities rated "A" or higher, or the equivalent of "A" or higher, by two nationally recognized statistical rating organizations; shares or certificates in a money market mutual fund as defined in the Act; and the Utah State Public Treasurers' Investment Fund.

The Utah State Treasurer's Office operates the Public Treasurers' Investment Fund (PTIF). The PTIF is available for investment of funds administered by any Utah public treasurer and is not registered with the SEC as an investment company. The PTIF is authorized and regulated by the Act. The Act established the Council which oversees the activities of the State Treasurer and the PTIF and details the types of authorized investments. Deposits in the PTIF are not insured or otherwise guaranteed by the state of Utah, and participants share proportionally in any realized gains or losses on investments.

POINT PHASE 1 PUBLIC INFRASTRUCTURE DISTRICT NO. 1
A COMPONENT UNIT OF POINT OF THE MOUNTAIN STATE LAND AUTHORITY
NOTES TO THE FINANCIAL STATEMENTS

Interest rate risk

Interest rate risk is the risk that changes in interest rates will adversely affect the fair value of an investment. The District's policy for managing its exposure to fair value loss arising from increasing interest rates is to comply with the state statutes which define allowable investments.

Credit risk

Credit risk is the risk that an issuer or other counterparty to an investment will not fulfill its obligations. The District's policy for reducing exposure to credit risk is to comply with the state statutes which define allowable investments.

NOTE 4 - INTERFUND RECEIVABLES, PAYABLES, AND TRANSFERS

Interfund balances may result from the time lag between the dates that (1) interfund goods and services are provided or reimbursed expenditures occur, (2) transactions are recorded in the accounting system, and (3) payments between funds are made.

As of December 31, 2025, the District had no interfund balances.

Transfers between funds occur primarily to finance programs accounted for in one fund with resources collected in other funds in accordance with budgetary authorizations. Interfund transfers for the year ended December 31, 2025 were to move \$52,450,887 of debt proceeds from the capital projects fund to the debt service fund for use in debt service in future years and to move \$484,635 to the general fund for use in administrative activities.

NOTE 5 – CAPITAL ASSETS

Public infrastructure capital assets constructed by the District will be dedicated to the County or other appropriate governmental entity or owners' association in a manner consistent with the applicable provisions of the County Code. The costs of all capital assets transferred to other governmental entities will be removed from the District's financial records when rights to the capital assets are conveyed. Ownership of facility buildings and related improvements will be retained by the District and are anticipated to be owned and operated by the District through the term of its land lease (Note 7), or the life of the District, whichever is shorter.

An analysis of the changes in capital assets for the year ended December 31, 2025 follows:

	Balance at December 31, 2024	Increases	Decreases	Balance at December 31, 2025
Governmental Activities:				
Capital assets, not being depreciated:				
Construction in Progress	\$ -	\$ 9,286,825	\$ -	\$ 9,286,825
Capital assets, being amortized:				
Right-of-use - land lease	-	8,369,314	-	8,369,314
Less amortization for:				
Right-of-use - land lease	-	(40,562)	-	(40,562)
Total capital assets	<u>\$ -</u>	<u>\$ 17,615,577</u>	<u>\$ -</u>	<u>\$ 17,615,577</u>

POINT PHASE 1 PUBLIC INFRASTRUCTURE DISTRICT NO. 1
A COMPONENT UNIT OF POINT OF THE MOUNTAIN STATE LAND AUTHORITY
NOTES TO THE FINANCIAL STATEMENTS

NOTE 6 – LONG-TERM LIABILITIES

The following is a summary of changes in long-term liabilities for the year ended December 31, 2025:

	Balance 12/31/2024	Additions	Retirements	Balance 12/31/2025	Current Portion
Governmental Activities:					
<i>Direct Placement</i>					
Bonds payable - 2025A-1	\$ -	\$ 200,345,000	\$ -	\$ 200,345,000	\$ -
Bonds payable - 2025A-2	-	12,931,737	-	12,931,737	-
Bonds payable - 2025B	-	36,602,000	-	36,602,000	-
Bond discount - 2025B	-	(987,156)	-	(987,156)	-
Accrued interest - bonds	-	6,761,901	-	6,761,901	-
Leases payable - land	-	8,369,314	-	8,369,314	-
Accrued interest - land lease	-	205,445	-	205,445	-
Total	\$ -	\$ 264,228,241	\$ -	\$ 264,228,241	\$ -

The details of the District's long-term obligations are as follows:

Long-Term Liabilities:

Governmental Bonds Payable:

Bond 2025A-1: 5.125% - 6.125% payable due in annual interest payments from \$2,054,631 to \$12,003,619 beginning March 1, 2026 through March 2055 and annual principal installments of \$1,640,000 to \$33,545,000, beginning March 2031 and maturing March 1, 2055.	\$ 200,345,000
Bond 2025A-2: 6.625% payable due in annual interest payments from \$897,203 to \$1,181,128 and annual principal installments of \$77,947 to \$2,056,310, beginning March 1, 2031 and maturing March 1, 2055.	12,931,737
Bond 2025B: 8.5% payable due in annual interest payments from \$2,125,966 to \$3,111,170 beginning March 15, 2026 through March 2055 and a balloon principal payment of \$36,602,000 due March 15, 2055, net bond discount of \$987,156.	36,602,000
Total bonds payable	249,878,737
Bond discount - 2025B	(987,156)
Accrued interest	6,761,901
Net bonds payable	255,653,482
Governmental Leases Payable:	
Land lease	8,369,314
Accrued interest	205,445
Total leases payable	8,574,759
Total long-term liabilities	\$ 264,228,241

Proceeds of the Bonds

Proceeds from the sale of the Bonds were used for the purposes of: paying all or part of the costs of acquiring, acquiring an interest in, improving, or extending certain public improvements, facilities, or property.

A portion of the proceeds of the Bonds in the amount of \$33,606,472, were set aside to be used to pay interest on the Bonds through December 1, 2027. \$19,319,565 was set aside as the Debt Service Reserve, a reserve equal to the maximum annual debt service on the bond as of the original issue date.

POINT PHASE 1 PUBLIC INFRASTRUCTURE DISTRICT NO. 1
A COMPONENT UNIT OF POINT OF THE MOUNTAIN STATE LAND AUTHORITY
NOTES TO THE FINANCIAL STATEMENTS

Redemption

The Bonds are subject to redemption prior to maturity, at the option of the District, on December 1, 2029, and on any date thereafter, upon payment of par, accrued interest, and a redemption premium equal to a percentage of the principal amount so redeemed as follows:

<u>Date of Redemption</u>	<u>Redemption Premium</u>
September 1, 2030 through August 31, 2031	3.00 %
September 1, 2031 through August 31, 2032	2.00
September 1, 2032 through August 31, 2033	1.00
September 1, 2033 and thereafter	0.00

Events of Default of the Bonds

Events of default occur if the District fails to make the scheduled debt service payments, if a custodian or receiver are appointed without proper consent, insolvency, bankruptcy, incapability of fulfilling obligations, if the debt reserve is diminished beyond required levels without timely restoration, and default in the performance or observance of any covenant or agreement or condition of the Bonds.

Pledged Revenue

The 2025A Senior Bonds are tax assessment and general revenue obligations of the District secured by and payable solely from the Senior Pledged Revenues, consisting of the following revenues: (a) the sum of the Pledged Tax Equivalent Revenues and the Senior Investment Income; (b) the Pledged Sales Tax Revenues; (c) the Net Event Center Revenues; (d) the Net Parking Facility Revenues; and (e) the PIF Revenues. The 2025A Senior Bonds are additionally secured by amounts on deposit in the Surplus Fund, funded from bond proceeds in the amount of \$18,990,000 (the "Initial Deposit"). Neither the District, POMSLA, the State, nor any other political subdivision may be held liable for debt service on any 2025A Senior Bond except from these sources.

Pursuant to the Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code, POMSLA and the District have entered into an Interlocal Capital Pledge Agreement, dated as of June 11, 2025 (the "Capital Pledge Agreement"). "Pledged Tax Equivalent Revenues" means all Pledged Tax Equivalent Revenues received by the District pursuant to the Capital Pledge Agreement; the District is to receive 90% of the Tax Equivalent Revenues generated within the District for January 1, 2028 through December 31, 2037, and 75% for January 1, 2038 through December 31, 2067. "Senior Investment Income" means the net gain derived from the investment of moneys held in the Bond Fund, the Surplus Fund, if any, and the Cost of Issuance Fund.

"Pledged Sales Tax Revenues" means all Pledged Sales Tax Revenues received by the District pursuant to the Capital Pledge Agreement. The State imposes a sales and use tax on taxable sales equal to 4.70%, of which the State Tax Commission distributes 50% (a rate of 2.35%) to POMSLA from sales generated within the Master Development ("POMSLA Sales Tax Revenues"). The Capital Pledge Agreement defines Pledged Sales Tax Revenues as 50% (a rate of 1.175%) of POMSLA Sales Tax Revenues collected within Phase One and the Sub Campus that POMSLA assigns and pledges to the District for the payment and security of the Bonds. Net Event Center Revenues consist of the net revenues generated by the District from ownership and operation of the Event Center, including revenues from events, concessions, and other ancillary activities, after deduction of Operation and Maintenance Expenses related to the Event Center, pledged under an Event Center Revenue Pledge Agreement among the District, the Developer, and the Trustee.

POINT PHASE 1 PUBLIC INFRASTRUCTURE DISTRICT NO. 1
A COMPONENT UNIT OF POINT OF THE MOUNTAIN STATE LAND AUTHORITY
NOTES TO THE FINANCIAL STATEMENTS

“Net Parking Facility Revenues” means the Net Parking Facility Revenues received by the District pursuant to the Parking Revenue Pledge Agreement, net of the expenses reasonably incurred in operating and maintaining a parking facility.

The PIF Revenues consist of public infrastructure fee revenues collected within Phase One and the Sub Campus, less PIF generated on Event Center ticket sales, pledged pursuant to a Public Improvement Fee Pledge Agreement by and among The Point Improvement Corporation, the District, and the Trustee; the PIF Revenues pledged to the 2025A Senior Bonds consist of all such PIF Revenues, net of costs of collection and other permitted deductions.

The 2025B Subordinate Bonds are “cash flow” subordinate assessment and general revenue obligations of the District secured by and payable solely from the Subordinate Pledged Revenues, consisting of: (a) any Pledged Tax Equivalent Revenues remaining after payment of Senior Obligations, plus the Subordinate Investment Income(together, “Subordinate General Pledged Revenues”); and (b) any Pledged Sales Tax Revenues, Net Event Center Revenues, Net Parking Facility Revenues, and PIF Revenues remaining after payment of Senior Obligations, together with amounts released from the Surplus Fund under the Senior Indenture (together, “Additional Subordinate Pledged Revenues”).

Bonds Maturity The District’s Bonds will mature on March 1, and March 15, 2055 with any unpaid principal and interest due at that time. The Bonds are subject to mandatory sinking fund redemptions beginning March 1, 2031.

The following schedule presents the contractual principal and interest requirements based on the mandatory sinking fund redemption schedule in effect as of December 31, 2025. Due to the cash flow nature of the Bonds, the principal and interest payments of the Bonds may be different than reflected.

Year Ended December 31,	Principal	Interest	Total
2026	\$ -	\$ 9,861,632	\$ 9,861,632
2027	-	15,114,789	15,114,789
2028	-	15,114,789	15,114,789
2029	-	15,114,789	15,114,789
2030	-	15,114,789	15,114,789
2031-2035	14,129,774	80,411,602	94,541,376
2036-2040	23,228,654	75,370,697	98,599,351
2041-2045	33,634,039	67,481,061	101,115,100
2046-2050	50,121,429	68,915,377	119,036,806
2051-2055	128,764,841	37,960,164	166,725,005
Totals	<u>\$ 249,878,737</u>	<u>\$ 400,459,689</u>	<u>\$ 650,338,426</u>

NOTE 7 – GROUND LEASE

On June 12, 2025, the District entered into a ground lease agreement with the Point of the Mountain State Land Authority (the “Authority”) for approximately 4.74 acres of land to be used for the development and operation of an event center, parking area, and related facilities and infrastructure. The District obtained control of and the right to use the leased property upon execution of the agreement.

The agreement provides for a construction term beginning June 12, 2025 and continuing through the date immediately preceding the Rent Commencement Date. The Rent Commencement Date is currently

POINT PHASE 1 PUBLIC INFRASTRUCTURE DISTRICT NO. 1
A COMPONENT UNIT OF POINT OF THE MOUNTAIN STATE LAND AUTHORITY
NOTES TO THE FINANCIAL STATEMENTS

estimated to be August 12, 2028. Following the construction term, the agreement provides for an initial lease term of 40 additional years and then allows for 6 optional terms of 10 years each. There is no annual base rent during the construction term and base rent begins at \$300,000 at the Rent Commencement Date and increases by 2% annually thereafter.

In accordance with GASB Statement No. 87, Leases, the District recognized an initial right-to-use lease asset and corresponding lease liability of \$8,369,314 on June 12, 2025. The lease liability represents the present value of lease payments expected to be made over the lease term and was measured using a discount rate of 4.86%.

As of December 31, 2025, the outstanding lease liability was \$8,369,314 with \$205,445 in accrued interest for a total related liability of \$8,574,759, all of which was due in more than one year. No lease payments were required or made during 2025.

The following schedule presents the contractual principal and interest requirements based on the lease agreement and expected Rent Commencement Date as of December 31, 2025. Due to the timing of the payments and amounts involved, the District payments do not cover interest through the beginning of the lease and negative amounts show unpaid interest adding to the principal. The estimated timing of future lease payments is dependent upon completion of construction and related requirements under the agreement and is subject to change.

Year Ended December 31,	Principal/Accretion	Interest/Accretion	Total
2026	\$ (426,142)	\$ 426,142	\$ -
2027	(447,321)	447,321	-
2028	(354,249)	468,765	114,516
2029	(178,371)	480,371	302,000
2030	(181,060)	489,100	308,040
2031-2035	(945,912)	2,581,026	1,635,114
2036-2040	(1,013,696)	2,818,993	1,805,297
2041-2045	(1,080,117)	3,073,311	1,993,194
2046-2050	(1,142,726)	3,343,373	2,200,647
2051-2055	(1,198,181)	3,627,873	2,429,692
2056-2060	(1,241,985)	3,924,561	2,682,576
2061-2065	(1,268,145)	4,229,926	2,961,781
2066-2070	(1,268,732)	4,538,777	3,270,045
2071-2075	(1,233,316)	4,843,710	3,610,394
2076-2080	(1,148,255)	5,134,421	3,986,166
2081-2085	(995,767)	5,396,816	4,401,049
2086-2090	(752,759)	5,611,874	4,859,115
2091-2095	(389,325)	5,754,179	5,364,854
2096-2100	133,181	5,790,052	5,923,233
2101-2105	864,589	5,675,139	6,539,728
2106-2110	1,869,047	5,351,341	7,220,388
2111-2115	3,229,021	4,742,872	7,971,893
2116-2120	5,050,389	3,751,224	8,801,613
2121-2125	7,468,955	2,248,739	9,717,694
2126-2128	5,225,636	359,498	5,585,134
Totals	\$ 8,574,759	\$ 85,109,404	\$ 93,684,163

NOTE 8 - FUND BALANCE AND NET POSITION

POINT PHASE 1 PUBLIC INFRASTRUCTURE DISTRICT NO. 1
A COMPONENT UNIT OF POINT OF THE MOUNTAIN STATE LAND AUTHORITY
NOTES TO THE FINANCIAL STATEMENTS

The District has restricted fund balance for its governmental funds.

The District has a deficit unrestricted net position on its government-wide statements. The deficit is a result of the District being responsible for the repayment of bonds issued for public improvements which will be conveyed to other governmental entities.

NOTE 9 - RELATED PARTIES

CLW Point Partners (the “Developer”) is a Delaware limited liability company, which is owned and controlled by the Colmena Group, Lincoln Property Company, and Wadsworth Development Group. They are collectively undertaking development of the property in question. Innovation Point Partners is the management company contracted to oversee the project and is also controlled by the developer companies. The District has paid Innovation Partners \$34,433 in management fees for the year ending December 31, 2025. A majority of the members of the Board of Trustees are employees, owners, consultants or otherwise associated with the Developer, and may have conflicts of interest in dealing with the District.

NOTE 10 - RISK MANAGEMENT

The District is exposed to various risks of loss related to torts, thefts of, damage to, or destruction of assets; errors or omissions; injuries to employees or acts of God. The District maintains commercial insurance for all risks of loss.

NOTE 11 - CONTINGENCIES

The District may be involved with various matters of litigation from year to year. It is the opinion of the District that such cases will be handled by the District’s insurance coverage or that they will not have a material effect on the District’s financial condition.

NOTE 12 – SUBSEQUENT EVENTS

Management has reviewed subsequent events through October 2, 2026 the date the financial statements were available to be issued. Subsequent to year end, on May 21, 2026, the Boards of Trustees of the District adopted a resolution approving a First Amendment to Governing Document (the “First Amendment”), which the Point of the Mountain State Land Authority (“POMSLA”) also approved by resolution. The First Amendment revises Section VI of the Governing Document (Board of Trustees) to comply with Section 17D-4-202.2, Utah Code Annotated, enacted effective May 6, 2025, which requires that at least 40% of each District's Board seats be appointed by POMSLA no later than July 1, 2026. Effective July 1, 2026, POMSLA is entitled to appoint two of the five Trustees (Trustees 4 and 5) to each District's Board. The First Amendment changes the composition of the District's governing body but does not affect the Maximum Debt Mill Levy, Maximum Debt Mill Levy Imposition Term, or other financial limitations established by the Governing Document.

REQUIRED SUPPLEMENTARY INFORMATION

POINT PHASE 1 PUBLIC INFRASTRUCTURE DISTRICT NO. 1
A COMPONENT UNIT OF
POINT OF THE MOUNTAIN STATE LAND AUTHORITY
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE - BUDGET
AND ACTUAL – GENERAL FUND
Year Ended December 31, 2025

	Budget			Variance with
	Original	Final	Actual	Final Budget
REVENUES:				
Interest income	\$ -	\$ 6,000	\$ 8,326	\$ 2,326
Total revenues	-	6,000	8,326	2,326
EXPENDITURES:				
General government:				
Management expense	20,000	60,000	60,356	(356)
Professional services	65,000	90,000	80,134	9,866
Insurance	5,000	5,000	100	4,900
Interest	-	1,000	979	21
Office Expenses	-	2,000	1,147	853
Total general government	90,000	158,000	142,716	15,284
Total expenditures	90,000	158,000	142,716	15,284
Excess (deficiency) of revenues over (under) expenditures	(90,000)	(152,000)	(134,390)	17,610
OTHER FINANCING SOURCES (USES):				
Transfers in	151,505	484,635	484,635	-
Total other financing sources (uses)	151,505	484,635	484,635	-
Net change in fund balance	61,505	332,635	350,245	17,610
Fund balance, beginning of year	-	-	-	-
Fund balance, end of year	\$ 61,505	\$ 332,635	\$ 350,245	\$ 17,610

SUPPLEMENTARY INFORMATION

POINT PHASE 1 PUBLIC INFRASTRUCTURE DISTRICT NO. 1**A COMPONENT UNIT OF
POINT OF THE MOUNTAIN STATE LAND AUTHORITY****SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE - BUDGET AND
ACTUAL – DEBT SERVICE FUND**

Year Ended December 31, 2025

	Budget			Variance with
	Original	Final	Actual	Final Budget
REVENUES:				
Interest income	\$ 482,400	\$ 550,000	\$ 541,016	\$ (8,984)
Total revenue	482,400	550,000	541,016	(8,984)
EXPENDITURES:				
Total expenditures	-	-	-	-
Excess (deficiency) of revenues over (under) expenditures	482,400	550,000	541,016	(8,984)
Other Financing Sources (Uses):				
Transfers in	48,235,725	52,450,887	52,450,887	-
Total Other Financing Sources (Uses):	48,235,725	52,450,887	52,450,887	-
Net change in fund balance	48,718,125	53,000,887	52,991,903	(8,984)
Fund balance, beginning of year	-	-	-	-
Fund balance, end of year	<u>\$ 48,718,125</u>	<u>\$ 53,000,887</u>	<u>\$ 52,991,903</u>	<u>\$ (8,984)</u>

POINT PHASE 1 PUBLIC INFRASTRUCTURE DISTRICT NO. 1
A COMPONENT UNIT OF POINT OF THE MOUNTAIN STATE LAND AUTHORITY
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE - BUDGET AND ACTUAL –
CAPITAL PROJECTS FUND
Year Ended December 31, 2025

	Budget			Variance with
	Original	Final	Actual	Final Budget
REVENUES:				
Interest income	\$ 1,668,000	\$ 2,500,000	\$ 3,843,032	\$ 1,343,032
Total revenue	1,668,000	2,500,000	3,843,032	1,343,032
EXPENDITURES:				
Capital outlay	40,000,000	20,000,000	17,656,139	2,343,861
Bond issuance fees	5,059,250	5,946,106	5,926,306	19,800
Total expenditures	45,059,250	25,946,106	23,582,445	2,363,661
Excess (deficiency) of revenues over (under) expenditures	(43,391,250)	(23,446,106)	(19,739,413)	3,706,693
Other Financing Sources (Uses):				
Issuance of debt	220,467,754	249,878,737	258,248,051	8,369,314
Original issue discount	-	(987,156)	(987,156)	-
Transfers out	(48,387,230)	(52,935,522)	(52,935,522)	-
Total Other Financing Sources (Uses):	172,080,524	195,956,059	204,325,373	8,369,314
Net change in fund balance	128,689,274	172,509,953	184,585,960	12,076,007
Fund balance, beginning of year	-	-	-	-
Fund balance, end of year	\$ 128,689,274	\$ 172,509,953	\$ 184,585,960	\$ 12,076,007

Other Communications from Independent Auditors



INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL
OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER
MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS
PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS

To the Board of Trustees of
Point Phase 1 Public Infrastructure District No. 1

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities and each major fund of Point Phase 1 Public Infrastructure District No. 1 (the District), as of and for the year ended December 31, 2025, and the related notes to the financial statements, which collectively comprise the District's basic financial statements, and have issued our report thereon dated October 2, 2026.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the District's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, we do not express an opinion on the effectiveness of the District's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or, significant deficiencies and therefore, material weaknesses or significant deficiencies may exist that were not identified. We identified certain deficiencies in internal control, described in the accompanying schedule of findings and recommendations as item 2025-001 which we consider to be a material weakness.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the District's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Response to Findings

Government Auditing Standards requires the auditor to perform limited procedures on the District's response to the findings identified in our audit and described in the accompanying schedule of findings and recommendations. The District's response was not subjected to the other auditing procedures applied in the audit of the financial statements and, accordingly, we express no opinion on the response.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.



St. George, Utah
October 2, 2026



INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE AND
REPORT ON INTERNAL CONTROL OVER COMPLIANCE
AS REQUIRED BY THE STATE COMPLIANCE AUDIT GUIDE

Members of the Board
Point Phase 1 Public Infrastructure District No. 1

Report on Compliance with General State Compliance Requirements

We have audited the Point Phase 1 Public Infrastructure District No. 1's (the District) compliance with the applicable state compliance requirements described in the *State Compliance Audit Guide*, issued by the Office of the Utah State Auditor that could have a direct and material effect on the District for the year ended December 31, 2025.

State compliance requirements were tested for the year ended December 31, 2025, in the following areas:

- Budgetary Compliance
- Fund Balance
- Restricted Taxes
- Restricted Revenues
- Fraud Risk Assessment
- Governmental Fees
- Cash Management
- Special and Local Service District Board Members
- Public Treasurer's Crime Insurance
- Open and Public Meetings Act

Management's Responsibility

Management is responsible for compliance with the state requirements referred to above.

Auditor's Responsibility

Our responsibility is to express an opinion on the District's compliance based on our audit of the state compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States; and the *State Compliance Audit Guide*. Those standards and the *State Compliance Audit Guide* require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the compliance requirements referred to above that could have a direct and material effect on a state compliance requirement occurred. An audit includes examining, on a test basis, evidence about the District's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each state compliance requirement referred to above. However, our audit does not provide a legal determination of the District's compliance with those requirements.

Opinion on General State Compliance Requirements

In our opinion, the District complied, in all material respects, with the state compliance requirements referred to above for the year ended December 31, 2025.

Other Matters

The results of our auditing procedures disclosed instances of noncompliance, which are required to be reported in accordance with the State Compliance Audit Guide and which are described in the accompanying schedule of findings and recommendations as items 2025-002. Our opinion on compliance is not modified with respect to these matters. The District's responses to the noncompliance findings identified in our audit are described in the accompanying schedule of findings and recommendations. The District's responses were not subjected to the auditing procedures applied in the audit of compliance and, accordingly, we express no opinion on the responses.

Report on Internal Control over Compliance

Management of the District is responsible for establishing and maintaining effective internal control over compliance with the compliance requirements referred to above. In planning and performing our audit of compliance, we considered the District's internal control over compliance with the state compliance requirements referred to above to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance with general state compliance requirements and to test and report on internal control over compliance in accordance with the *State Compliance Audit Guide*, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of the District's internal control over compliance.

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent or to detect and correct noncompliance with a state compliance requirement on a timely basis. *A material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a state compliance requirement will not be prevented or detected and corrected on a timely basis. *A significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a state compliance requirement that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control and compliance and the results of that testing based on the requirements of the *State Compliance Audit Guide*. Accordingly, this report is not suitable for any other purpose.

Squire & Company, PC

St. George, Utah
October 2, 2026



**Point Phase 1 Public Infrastructure District No. 1
Schedule of Findings and Recommendations
For the Year Ended December 31, 2025**

Point Phase 1 Public Infrastructure District No. 1
Members of the Board

Professional standards require that we communicate, in writing, deficiencies in internal control over financial reporting that are considered significant deficiencies or material weaknesses that are identified during the audit of the financial statements. During our audit of Point Phase 1 Public Infrastructure District No. 1 for the year ended December 31, 2025, we noted areas needing corrective action for the District to improve its internal controls or to be in compliance with laws and regulations. These items are discussed below for your consideration.

INTERNAL CONTROL OVER FINANCIAL REPORTING:

Material Weaknesses:

2025-001 Failure to Timely Identify, Account for, and Report Material Lease Agreement

Criteria: Management should establish and maintain effective internal controls designed to provide reasonable assurance that significant agreements, commitments, and transactions are identified, evaluated, recorded, and reported accurately and timely in the financial statements. Those controls should include procedures for identifying lease arrangements and assessing their financial reporting implications.

Condition: Management did not identify and provide a lease agreement that became effective during the fiscal year under audit. Although no lease payments were made during the fiscal year, the lease arrangement required evaluation for financial statement recognition and disclosure purposes. The agreement was not included in the information initially used in the preparation of the financial statements and was not adequately evaluated for the applicable accounting and reporting requirements. As a result, material adjustments were necessary to recognize the lease and update the related financial statement disclosures.

Cause: The organization lacked adequate controls and review procedures to ensure all executed lease agreements and other significant contractual commitments were identified, communicated to accounting personnel, and evaluated for proper financial statement recognition and disclosure. Additionally, monitoring procedures over new and amended agreements appear to be insufficient to ensure timely consideration of accounting implications.

Effect: Failure to identify and evaluate lease agreements in a timely manner increases the risk that material assets, liabilities, expenses, and disclosures may be omitted or misstated in the financial statements. This condition could result in inaccurate financial reporting, untimely financial statement adjustments, increased audit costs, and decisions being made based on incomplete financial information.

Additionally, the condition increases the risk that future lease transactions may not be properly accounted for and reported on a timely basis.

Recommendation: We recommend management implement formal procedures to identify, evaluate, and communicate all executed lease agreements and other significant contractual arrangements to accounting personnel on a timely basis. Such procedures should include:

- Maintaining a centralized repository of all lease agreements and significant contracts.
- Establishing a formal review process for new and modified agreements to determine accounting and disclosure requirements.
- Requiring periodic inquiries of operational and administrative personnel regarding new contractual commitments.
- Performing an annual review of all contractual arrangements as part of the financial statement close process.
- Assigning responsibility for documenting management's evaluation of lease accounting requirements and related financial statement disclosures.

Significant Deficiencies:

None noted

COMPLIANCE AND OTHER MATTERS:

Compliance:

2025-002 Fraud Risk Assessment

Criteria: The Utah State Auditor requires the District to prepare the Fraud Risk Assessment, have it approved by the CAO and CFO, present it to the board/council at a meeting, and have sufficient documentation to support the assessed level of risk.

Condition: There was no documentation to support the District's adherence to the State Auditor requirement of presenting the Fraud Risk Assessment to the board/council.

Cause: The District had not effectively obtained evidence to document its compliance with State Auditor required procedures.

Effect: The District could not demonstrate compliance with the Utah State Auditor requirement regarding the Fraud Risk Assessment which increases the risk of error or fraud.

Recommendation: We recommend the District prepare the Fraud Risk Assessment, have it approved by the appropriate management, present it to the board/ council, and maintain documentation for the assessed level of risk to ensure its compliance with those requirements.

Other Matters:

None noted

Please respond to the above findings and recommendations in letter form for submission to the state auditor's office as required by state law.

The District's written responses to the findings identified in our audit have not been subjected to the auditing procedures applied in the audit of the financial statements and, accordingly, we express no opinion on them.

This letter is intended solely for the use of management and various federal and state agencies and is not intended to be and should not be used by anyone other than these specified parties. However, this report is a matter of public record and its distribution is not limited.

It has been a pleasure to be of service to the District this past year. We would like to express special thanks to each of you who assisted us in this year's audit. We invite you to ask questions of us throughout the year as you feel it necessary and we look forward to a continued pleasant, professional relationship.

Sincerely,

A handwritten signature in cursive script that reads "Squire & Company, PC".

October 2, 2026

Point Phase 1 Public Infrastructure District No. 1

October 7, 2026

To Whom It May Concern,

The following is the Point Phase 1 Public Infrastructure District No. 1 Management Responses to the Findings for the Fiscal Year 2024 Audit:

2025-001 Failure to Timely Identify, Account for, and Report Material Lease Agreement

Criteria: Management should establish and maintain effective internal controls designed to provide reasonable assurance that significant agreements, commitments, and transactions are identified, evaluated, recorded, and reported accurately and timely in the financial statements. Those controls should include procedures for identifying lease arrangements and assessing their financial reporting implications.

Condition: Management did not identify and provide a lease agreement that became effective during the fiscal year under audit. Although no lease payments were made during the fiscal year, the lease arrangement required evaluation for financial statement recognition and disclosure purposes. The agreement was not included in the information initially used in the preparation of the financial statements and was not adequately evaluated for the applicable accounting and reporting requirements. As a result, material adjustments were necessary to recognize the lease and update the related financial statement disclosures.

Cause: The organization lacked adequate controls and review procedures to ensure all executed lease agreements and other significant contractual commitments were identified, communicated to accounting personnel, and evaluated for proper financial statement recognition and disclosure. Additionally, monitoring procedures over new and amended agreements appear to be insufficient to ensure timely consideration of accounting implications.

Effect: Failure to identify and evaluate lease agreements in a timely manner increases the risk that material assets, liabilities, expenses, and disclosures may be omitted or misstated in the financial statements. This condition could result in inaccurate financial reporting, untimely financial statement adjustments, increased audit costs, and decisions being made based on incomplete financial information. Additionally, the condition increases the risk that future lease transactions may not be properly accounted for and reported on a timely basis.

Recommendation: We recommend management implement formal procedures to identify, evaluate, and communicate all executed lease agreements and other significant contractual arrangements to accounting personnel on a timely basis. Such procedures should include:

- Maintaining a centralized repository of all lease agreements and significant contracts.
- Establishing a formal review process for new and modified agreements to determine accounting and disclosure requirements.
- Requiring periodic inquiries of operational and administrative personnel regarding new contractual commitments.

- Performing an annual review of all contractual arrangements as part of the financial statement close process.
- Assigning responsibility for documenting management's evaluation of lease accounting requirements and related financial statement disclosures.

Response: *The District initially concluded that the ground lease liability should be recognized when the rent commencement date could be determined with greater certainty, given that commencement of rent payments depended on completion of construction and related requirements under the agreement.*

Following discussions with the Point of the Mountain State Land Authority (POMSLA), of which the District is a component unit, the District reconsidered this treatment. POMSLA and state representatives indicated that the preferred treatment was to estimate the rent commencement date and recognize the lease liability in 2025. The District agreed to revise its accounting treatment accordingly and adjusted the 2025 financial statements to recognize the lease liability, related right-to-use asset, and associated interest and amortization.

The District will incorporate this guidance into its review of future lease agreements, including evaluating recognition requirements separately from the commencement of rent payments. The District will also work more closely with POMSLA to coordinate the review of mutual transactions and ensure consistent accounting treatment in accordance with applicable accounting standards.

2025-002 Fraud Risk Assessment

Criteria: The Utah State Auditor requires the District to prepare the Fraud Risk Assessment, have it approved by the CAO and CFO, present it to the board/council at a meeting, and have sufficient documentation to support the assessed level of risk.

Condition: There was no documentation to support the District's adherence to the State Auditor requirement of presenting the Fraud Risk Assessment to the board/council.

Cause: The District had not effectively obtained evidence to document its compliance with State Auditor required procedures.

Effect: The District could not demonstrate compliance with the Utah State Auditor requirement regarding the Fraud Risk Assessment which increases the risk of error or fraud.

Recommendation: We recommend the District prepare the Fraud Risk Assessment, have it approved by the appropriate management, present it to the board/council, and maintain documentation for the assessed level of risk to ensure its compliance with those requirements.

Response: *The district has addressed this issue and has a procedure in place to present the Fraud Risk Questionnaire to the board annually.*

**POINT PHASE 1 PUBLIC
INFRASTRUCTURE DISTRICT
NO. 1**

By: _____

Name: Brendan Campbell

Title: District Accountant

SHORT FORM PROFESSIONAL SERVICES AGREEMENT

This Agreement (the “Agreement”) is made and entered into on September 21, 2026 by and between Ninyo & Moore Geotechnical & Environmental Sciences Consultants (the “Consultant”) and Point Phase 1 Public Infrastructure District No. 1, a public infrastructure district and political subdivision of the State of Utah, (the “Owner”).

WHEREAS, the Owner is a “Procurement Unit” subject to the Utah Procurement Code, Utah Code Title 63G, Chapter 6a, as defined in Utah Code § 63G-6a-103(58), and this Agreement is entered into in accordance with the Owner’s Procurement and Administrative Rules adopted by Joint Resolution dated March 6, 2025, as amended July 29, 2025, and \$50,000-\$250,000 = solicitation required, approved by Purchasing Agent, ratified by Board per the attached unit rates outlined in the proposal dated August 20, 2026.

Now, therefore, in consideration of covenants, agreements and stipulations contained herein, the Consultant and Owner hereby covenant, promise and agree to the following:

1. Services. The Consultant agrees to furnish all supervision, labor, materials, supplies, and equipment as may be necessary to complete and provide the professional services at the Property as set forth in the Consultant's “Proposal” attached hereto as Exhibit A and hereby included as part of this Agreement (the “Services”). The Consultant shall perform its services consistent with the professional skill and care ordinarily provided by professionals providing similar services for projects of a similar nature in the same locality under similar circumstances (the “Standard of Care”). The terms and conditions of this Agreement shall prevail over any conflicts with the Consultant’s Proposal.
2. Additional Services. It is understood that, from time to time during the term of this Agreement, Owner may request Consultant to perform services or provide materials which are not set forth in Exhibit A but are related to the services encompassed within the Services (herein "Additional Services"). Consultant hereby agrees to perform such Additional Services so long as prior to the performance of such Additional Services, Owner shall authorize in writing the scope of such Additional Services and compensation payable to Consultant for the full performance of said Additional Services. In the event Consultant shall fail to secure such a writing relating to such Additional Services, any such work thereafter performed shall be deemed a part of the Services and Consultant shall not be entitled to any additional compensation therefore.
3. Term. This Agreement shall commence on the date first set forth above and shall continue until [INSERT COMPLETION DATE OR “COMPLETION OF THE SERVICES”], unless earlier terminated as provided in this Agreement. If this Agreement extends beyond the Owner’s current fiscal year, this Agreement is a multiyear contract subject to Utah Code § 63G-6a-1204, and the continuation, renewal, or extension of this Agreement in any subsequent fiscal year is subject to and contingent upon the annual appropriation or other availability of funds therefor by the Board of Trustees of the Owner; this Agreement shall automatically terminate, without penalty to the Owner, if funds are not appropriated or otherwise made available to continue it.
4. Compensation. Owner agrees to pay Consultant as set forth in Exhibit A. Payment shall be issued to the Consultant by Owner within thirty (30) calendar days of receipt of invoice. Consultant shall itemize applicable charges and taxes on invoice. Consultant shall be required to submit final lien waivers, in a form consistent with state statutes based on where the Project is located, for all invoices prior to release of payment. Final payment shall not be due until Consultant has delivered to Owner 1) written confirmation that the Services and any Additional Services hereunder have been fully and satisfactorily performed and 2) a complete release, conditioned upon receipt of payment by Owner, of all liens arising out of the Services and any Additional Services or receipts

in full covering all labor, materials and equipment for which a lien could be filed, or a bond satisfactory to Owner indemnifying it against any lien. If any lien remains unsatisfied after all payments are made, Consultant shall pay on demand or refund to Owner all moneys that the latter may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

5. Key Personnel. Consultant agrees to identify in advance and obtain Owner's prior written approval for all key personnel who will be utilized by Consultant in carrying out the Services under this Agreement. Individuals assigned by Consultant to such key positions shall not be removed from their positions or reassigned by Consultant except in the case of an employee's voluntary or involuntary termination of employment, due to serious illness, death, or a bona fide family emergency. Unless otherwise directed or approved by Owner, individuals for whom Consultant has obtained Owner's approval to be assigned to such key positions shall also be retained absent removal for permitted causes.

6. Ownership of Instruments of Service. The term "Instruments of Service" shall mean all work product, including all Drawings, Specifications, shop drawing submittals, Building Information Models, plans, studies, reports, project-related documents, models, photographs, and other expression created by the Consultant, or other so-called instruments of service, in any form, including native format, and all ideas incorporated therein, and all intellectual property rights associated therewith, which are prepared by or on behalf of Consultant in connection with the Property and/or this Agreement. The Consultant warrants that in transmitting Instruments of Service, or any other information, the Consultant is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Property. Upon each payment to Consultant of undisputed sums then due and owing, any and all right, title, and interest in the Instruments of Service developed by or on behalf of the Consultant as of the time of such payment shall fully and completely transfer and be conveyed and assigned to Owner, including without limitation all copyrights and patents. The Instruments of Service are not intended or represented to be suitable for use or reuse by Owner or others on any other project. Notwithstanding the foregoing, the Owner may use the Instruments of Service as part of its compliance with the Special Service District Act, the Public Infrastructure Act, or the Utah Procurement Code of the Utah Code. Any modifications by Owner to any of the Instruments of Service, or any reuse of such documents on any other project without written authorization by Consultant will be at Owner's sole risk and without liability to Consultant. The Owner's obligation to pay the Consultant is expressly conditioned upon the Consultant's obtaining a valid written comprehensive assignment of ownership rights from its subcontractors in terms identical to those that obligate the Consultant to the Owner as expressed in this subparagraph, which copyrights the Consultant, in turn, hereby assigns to the Owner. The Owner, in return, hereby grants the Consultant a nonexclusive license to (i) reproduce the documents for purposes relating directly to the Consultant's performance of this Property, for the Consultant's archival records, and for the Consultant's reproduction of drawings and photographs in the Consultant's marketing materials, provided the contents of those materials, as to this Property, are approved in advance by Owner in writing, and (ii) reproduce and/or reuse the individual elements and aspects used by Consultant in connection with its designs on or with respect to other projects and/or services provided by Consultant to third parties (provided that, notwithstanding the foregoing or any other contrary provision of this Agreement, Consultant shall not repeat the designs prepared under this Agreement). Notwithstanding the foregoing, the Consultant shall retain ownership rights to any pre-existing intellectual property, including any enhancements thereof, or standard construction details or conventions embodied in the Instruments of Service. No other project-related documents may be reproduced for any other purpose without the express written permission of the Owner. No other copyrights are included in this grant of nonexclusive license to the Consultant. This nonexclusive license shall terminate automatically and immediately upon the occurrence of either a breach of this Agreement by the Consultant or the commission by the Consultant of a tort or a crime potentially affecting the Owner or the Property. This nonexclusive license is granted to the Consultant alone and shall not be assigned by the

Consultant to any other person or entity. Other provisions of this Agreement notwithstanding, this nonexclusive license shall terminate automatically upon an Consultant's assignment of this nonexclusive license to another or its attempt to do so. However, nothing in this paragraph shall be construed to preclude the Consultant from, in turn, assigning to its subcontractors a nonexclusive license coextensive with the Consultant's applying to the documents originally created by that subcontractor. In connection with the foregoing, Consultant shall secure in writing from all subconsultants any ownership rights or interests necessary to fulfill the Consultant's obligations under this Agreement. Notwithstanding the foregoing, Consultant may use or develop its proprietary software owned by Consultant or its affiliates ("Software") in the performance of this Agreement. Unless explicitly agreed to in writing by both parties to the contrary, Consultant maintains all interest in and ownership of its Software and conveys no interest, ownership, license to use, or any other rights in the Software to Owner. Any enhancements of Software made during the performance of this Agreement are solely owned by Consultant and its affiliates. If Consultant's services include providing Owner with access to or a license for Consultant's (or its affiliates') proprietary software or technology, a separate software licensing agreement will be negotiated prior to providing Owner with access or a license to use the proprietary software or technology.

7. Insurance. Throughout the term of this Agreement, the Consultant and its subcontractors, if any, shall secure and maintain, at its own expense, the following insurance requirements with companies reasonably satisfactory and acceptable to Owner. Consultant and its subcontractors, if any, shall furnish Owner certificates evidencing such insurance prior to commencement of work under this Agreement:
 - a. (i) Worker's Compensation and Employer's Liability Insurance which shall fully comply with the statutory requirements of all state laws as well as federal laws which may be applicable.

(ii) Employer's Liability limit shall be \$1,000,000.00 per accident for Bodily Injury and \$1,000,000.00 per employee/aggregate for disease.
 - b. Commercial General Liability insurance (naming Owner as additional insured using a combination of the ISO CG 20 10 10 01 and ISO CG 20 37 10 01 additional insured endorsements) with a minimum limit of \$1,000,000.00 per occurrence, \$2,000,000.00 in the aggregate and with a \$2,000,000 products-completed operations general aggregate limit for injury and/or death and/or property damage (such insurance shall include contractual liability, personal injury protection and completed operations coverage).
 - c. Automobile Liability insurance covering owned, non-owned and rented vehicles operated by the Consultant with policy limits of not less than \$1,000,000 combined single limit and aggregate for bodily injury and property damage, naming Owner as an additional insured.
 - d. Excess liability (umbrella) insurance following the form and excess of the policies required in Section 6.a(ii), 6.b, and 6.c, with limits of \$5,000,000.00 naming Owner as an additional insured.
 - e. Professional Liability insurance on a claims-made basis covering the Consultant's negligent acts, errors and omissions in its performance of professional services with policy limits of not less than \$3,000,000 per claim and \$3,000,000 in the aggregate. Professional liability coverage shall be maintained through the duration of the applicable statute of repose of the state in which the Project is located.

- f. Contractor's Pollution Liability insurance covering claims arising out of pollution incidents with policy limits of not less than \$3,000,000 per claim and \$3,000,000 in the aggregate. Such policy shall name the Owner as an additional insured.

All Consultant (and subcontractor) insurance coverage, except Professional Liability and Workers' Compensation, as outlined above shall be primary to and shall not seek contribution against any insurance Owner may have in place. In addition, all insurance policies of Consultant (and any subcontractor) required by this Section 6 shall contain appropriate clauses pursuant to which the respective insurance carriers shall waive all rights of subrogation against the Owner with respect to such policies. Further, all such insurance policies shall require no less than 30 days' notice of cancellation to Owner.

8. Representations. Consultant hereby represents and certifies to Owner, with the intention that Owner rely thereon in entering into this Agreement, that:
 - a. Consultant has the qualifications and experience necessary to perform the Services and any Additional Services. Consultant acknowledges that its representatives have visited the Property and are generally familiar with all observable site conditions which may affect the Services and any Additional Services.
 - b. Consultant has the capability, experience, and professional registrations and licenses, required to perform the Services and any Additional Services. Upon Owner's request, Consultant shall submit copies of any required professional or business registrations, licenses, or approvals required to perform such services to Owner prior to the commencement of the Services and any Additional Services.
 - c. Consultant shall review laws, codes, and regulations applicable to the Consultant's Services consistent with the Standard of Care. Consultant's designs, plans, specifications, documents, and services shall conform to applicable federal, state, and local statutes and regulations governing the project and the Property. The Consultant's designs, documents, and services shall conform to federal, state, and local statutes, regulations, and codes governing the project and the Property and the requirements of entities providing utility services to the Property. Consultant agrees and acknowledges that this duty is non-delegable, and Consultant represents, subject to its Standard of Care, and to the extent applicable as set forth in Consultant's Services in Exhibit B, by signing, stamping, and approving drawings or preparing drawings or permitting drawings to be submitted for purposes of building permits (i) it has acquainted itself with and has actual knowledge of the scope of the construction work, (ii) it has ascertained the codes which are applicable to the project and that Consultant's designs, documents, and services conform to such codes, (iii) it has visited the Property and existing conditions, , the location of adjacent structures and utilities, and access to the Property and is generally familiar with the condition of the Property as of the date of this Agreement.
 - d. Neither Consultant nor any of its officers, employees, agents, or subcontractors has a prohibited conflict of interest in this Agreement, nor has any of them offered, given, or promised any gift, gratuity, kickback, or other thing of value to any officer, employee, trustee, agent, or representative of the Owner in violation of the Utah Public Officers' and Employees' Ethics Act, Utah Code Title 67, Chapter 16, or the Owner's adopted procurement rules. Consultant further represents that this engagement has not been, and will not be, divided into smaller purchases for the purpose of evading the Owner's procurement approval or solicitation requirements, in violation of Utah Code § 63G-6a-2404.3, and that Consultant's compensation under this Agreement is not structured as a cost-plus-a-percentage-of-cost arrangement prohibited by Utah Code § 63G-6a-1205.

9. Approval not a Release. Approval by the Owner shall not constitute nor be deemed a release of the responsibility and liability of Consultant or any of its subcontractors for the accuracy and competency of the Services, work product, Instruments of Service, deliverables or documents furnished or prepared under this Agreement by Consultant or any subcontractor (collectively, "Work Product"); nor shall such approval be deemed to be an assumption of such responsibility by the Owner for any defect, error or omission in the Work Product. Owner's approval or acceptance of any of Work Product will not release Consultant from any liability for such Work Product because Owner is, at all times, relying upon Consultant's professional skill and knowledge.

10. Indemnification & Liability.

- a. THE CONSULTANT SHALL INDEMNIFY AND HOLD OWNER AND ITS RESPECTIVE MEMBERS, MANAGERS, OFFICERS, DIRECTORS, SHAREHOLDERS, AGENTS, REPRESENTATIVES, AND EMPLOYEES (EACH, AN "INDEMNIFIED PARTY" AND COLLECTIVELY, THE "INDEMNIFIED PARTIES") FREE AND HARMLESS FROM ANY AND ALL CLAIMS, LAWSUITS, LIABILITIES, DAMAGES, INJURIES, SICKNESS, LOSSES, EXPENSES, INCLUDING REASONABLE ATTORNEYS FEES, TO THE EXTENT CAUSED BY THE NEGLIGENCE, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF CONSULTANT (OR ANY SUBCONTRACTOR OF CONSULTANT OR OTHERS FOR WHOM CONSULTANT IS LEGALLY RESPONSIBLE), WHICH RESULT FROM OR DURING THE PROVIDING OF PROFESSIONAL SERVICES UNDER THIS AGREEMENT. NEITHER THE OWNER NOR THE CONSULTANT SHALL BEAR ANY LIABILITY TO THE OTHER FOR LOSS OF PRODUCTION, LOSS OF PROFITS, LOSS OF BUSINESS OR ANY OTHER INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES. NEITHER PARTY WAIVES ANY RIGHT TO MAKE ANY CLAIM AGAINST THE OTHER PARTY FOR ANY DIRECT DAMAGES ALLEGED TO HAVE BEEN CAUSED BY A BREACH OF ANY OF THE PROVISIONS OF THIS AGREEMENT. TO THE EXTENT THE INDEMNIFIED PARTIES INCUR ATTORNEYS' FEES IN DEFENSE OF ANY CLAIM ASSERTED AGAINST THE INDEMNIFIED PARTIES WHICH ARISES OR RESULTS FROM THE ALLEGED NEGLIGENT ACTS OR OMISSIONS OF THE CONSULTANT, CONSULTANT SHALL REIMBURSE THE INDEMNIFIED PARTIES THEIR REASONABLE ATTORNEY'S FEES IN PROPORTION TO THE CONSULTANT'S LIABILITY FOUND AFTER A FINAL ADJUDICATION OF LIABILITY.
 - b. This Section shall survive the termination of this Agreement.
11. Governmental Immunity. Nothing in this Agreement, including the indemnification obligations above, is intended to be, and shall not be construed as, a waiver of any immunity, defense, or limitation on liability available to the Owner under the Governmental Immunity Act of Utah, Utah Code § 63G-7-101 et seq. Any claim against the Owner arising out of or related to this Agreement is subject to the notice of claim and other requirements of the Governmental Immunity Act of Utah, Utah Code § 63G-7-401 et seq., notwithstanding anything in this Agreement to the contrary.
12. Public Records. Consultant acknowledges that records created, received, or maintained in connection with this Agreement may constitute records of the Owner subject to the Government Records Access and Management Act, Utah Code Title 63G, Chapter 2 ("GRAMA"), and shall be retained, produced, and disposed of in accordance with GRAMA and the Owner's records retention rules adopted pursuant to Utah Code § 63G-6a-2002(1).
13. Records and Accounting Systems. The Contractor shall keep full and detailed books, records and accounts related to the Project and the Work and shall exercise such controls as may be necessary

for proper financial management under this Agreement, including, without limitation, to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner.

14. Audit Right. The Owner, and the Owner's auditors, accountants, agents, authorized representatives, or any audit entity under contract with the Owner (collectively, the "Owner's Auditors"), shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Contractor's books and records, including complete documentation supporting accounting entries, correspondence, instructions, drawings, receipts, subcontracts, subcontractor's proposals, purchase orders, vouchers, memoranda and other data relating to this Agreement reasonably necessary to verify the cost of the Services or the manner in which the Services were performed. Any audit under this Agreement is limited to 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. Notwithstanding the foregoing, unless required by the Owner's agreement with an end user of which the Owner has notified the Contractor, fixed components of costs, such as the Contractor's Billable Rates, shall not be subject to audit.
- a. Retention of Records. The Contractor shall preserve its books and records for a period of seven (7) years after final payment under this Agreement, or until all audits initiated under Section within that seven (7) year period have been completed, whichever is later, or for such longer period as may be required by law.
 - b. Subcontractors. The Contractor shall require all subcontractors and lower-tier subcontractors to comply with the provisions of this Section, including the recordkeeping, retention, and audit-access obligations set forth above, by inserting such requirements in a written contract between the Contractor and each subcontractor; provided, however, that the Owner's right to review or audit the records of subcontractors under lump sum subcontracts shall be limited to the extent necessary to confirm adjustments to subcontract amounts or for Work performed on a cost-plus or time-and-materials basis.
 - c. Overcharges. If any inspection or audit by the Owner or the Owner's Auditors reveals an overcharge, the Contractor shall pay the Owner upon demand an amount equal to such overcharge as reimbursement for said overcharge, and if the overcharge is greater than ____ percent (____%) of the Cost of the Services, the Contractor shall also (i) reimburse the Owner for the expense incurred by the Owner in determining the overcharge(s), and (ii) pay the Owner interest on the amount of the overcharge(s) from the date the overcharge was paid by the Owner through the date the overcharge is reimbursed by the Contractor.
 - d. Cost Segregation. The Contractor shall implement accounting, control and financial management systems sufficient to segregate and properly allocate costs attributable to such portions of the Services as the Owner may direct, and shall provide the Owner and the Owner's representatives with such materials as may be requested by the Owner to support such cost allocations.
15. Status Verification. To the extent required by Utah Code § 63G-12-302, Consultant shall register and participate in the Status Verification System to verify the federal employment authorization status of Consultant's new employees who perform services under this Agreement within the State of Utah, and shall obtain from each subcontractor performing services under this Agreement a like certification of compliance.
16. Applicable Law. The Consultant agrees that the Services and any Additional Services provided under this Agreement will be provided in compliance with this Agreement and all applicable laws, orders, rules and regulations of governmental agencies having jurisdiction over such services. Such governmental agencies and regulations include but are not limited to the Environmental Protection Agency; Uniform Commercial Code as adopted by the state in which the services are provided; Occupational Safety and Health Administration regulations; Applicable environmental, health and safety laws and regulations pertaining to supplies, materials, tools and machinery used in providing services. This Agreement shall be governed by, and any disputes shall be settled pursuant to, the

laws of the State of Utah, without regard to its conflict of laws principles, unless mutually agreed otherwise. Consultant shall not engage in any conduct or practice which discriminates against any employee or applicant for employment because of his or her race, color, gender, religion, national origin, marital status, physical handicap, sex, sexual preference or age in the performance of this Agreement or in any connection with the Property.

17. Dispute Resolution. Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to litigation. If such matter relates to or is the subject of a lien arising out of the Consultant's Services, the Consultant may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by litigation. The Owner and Consultant shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement or other mutually agreed to qualified forum. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a petition or complaint but, in such event, mediation shall proceed in advance of litigation, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Property is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. If the parties do not resolve a dispute through mediation, the dispute shall be resolved through litigation in a court of competent jurisdiction in the County in which the Property is located, which both parties agree has sole and exclusive jurisdiction to adjudicate all disputes arising between the parties in connection with this Agreement.
18. Certifications. All requests for Consultant to execute certificates, lender consents, or other third-party reliance letters must be submitted to Consultant seven (7) days prior to the requested date of execution. Consultant shall not be required to execute certificates, consents, or third-party reliance letters that are inaccurate, that relate to facts of which Consultant does not have actual knowledge, or that would cause Consultant to violate applicable rules of professional responsibility.
19. Termination of Services.
 - a. This Agreement may be terminated with or without cause at any time prior to completion of Consultant's services by Owner, upon written notice to the Consultant at the address of record. Upon receipt of written notice from Owner to discontinue work, Consultant shall discontinue Services under this Agreement immediately. In the event Owner terminates the Agreement based on Owner's reasonable opinion that Consultant has failed or refused to prosecute the Services in accordance with the terms of this Agreement, Consultant shall have ten (10) days, from the receipt of written notification by Owner, to cure such failure to perform in accordance with the terms of this Agreement.
 - b. If Owner terminates Consultant without cause, Owner shall pay Consultant for all contracted Services rendered and expenses incurred before termination, in addition to termination settlement costs the Consultant reasonably incurs relating to commitments which had become firm before such termination.
 - c. If Owner terminates Consultant for cause, Owner shall have no obligation to pay for Consultant's termination costs, and shall retain the right to withhold any unpaid sums to the Consultant to offset Owner's damages arising from such termination.
 - d. If Owner fails to comply with any covenant or obligation imposed by this Agreement, then Consultant may furnish written notice to Owner identifying the breach and applicable provisions of this Agreement violated. If Owner fails to cure the breach within thirty (30)

days, Consultant may then terminate this Agreement without further written notice to Owner.

20. Opinions of Cost. Because Consultant does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to the costs of construction and materials, are made solely based on its judgment as a professional familiar with the industry. Consultant cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If the Owner wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Consultant's services required to bring costs within any limitation established by the Owner will be paid for as Additional Services.
21. Construction Costs. Consultant shall have no liability for any costs arising out of the Owner's decision to proceed with construction before Consultant has issued final, fully approved plans and specifications.
22. Hazardous Substances and Conditions. Consultant shall not be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Consultant's services will be limited to analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation. Consultant will notify the Owner in writing of unanticipated hazardous substances or conditions of which Consultant actually becomes aware within 24 hours of becoming aware of same. Consultant may stop affected portions of its services until the hazardous substance or condition is eliminated.
23. Construction Operations. Consultant shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, equipment maintenance and inspection, sequence, schedule, safety programs, or safety practices, nor shall Consultant have any authority or responsibility to stop or direct the work of any contractor. Consultant's visits will be for the purpose of providing the Owner a greater degree of confidence that the completed work of its contractors will generally conform to the construction documents prepared by Consultant. Consultant neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents. Consultant is not responsible for any duties assigned to it in the construction contract that are not expressly provided for in this Agreement.
24. Independent Contractor. The Consultant or any agent or employee of Consultant shall be deemed at all times to be an independent contractor and is wholly responsible for the manner in which it performs the services and work requested under this Agreement. The Consultant or any agent or employee of Consultant shall not have employee status with Owner, nor be entitled to participate in any plans, arrangements, or distributions by Owner pertaining to or in connection with any retirement, health, or other benefits that Owner may offer their employees. The Consultant or any agent or employee of the Consultant, as applicable, is liable for the acts and omissions of itself, its employees and its agents. All matters pertaining to the selection, direction, employment, supervision, compensation, promotion and discharge of such personnel are the sole responsibility of Consultant, which shall be in all respects the employer of such personnel, and Consultant shall have total responsibility for and shall fully comply with all applicable laws and regulations having to do with worker's compensation, social security, unemployment insurance, hours of labor, wages, working conditions, and other employer-employee related subjects. Without limiting the foregoing, the Consultant shall be responsible for all obligations and payments, whether imposed by federal, state, or local law, including, but not limited to, Federal Insurance Contributions Act (FICA), income tax withholdings, unemployment compensation, insurance, and other similar responsibilities related to the Consultant's performing services and work, or any agent or employee of Consultant's providing same. Nothing in this Agreement shall be construed as creating an employment or joint venture relationship between Owner and the Consultant. Any terms in this

Agreement referring to direction from Owner shall be construed as providing for direction as to policy and the result of Consultant's work only, and not as to the means by which such a result is obtained.

25. Assignment. This Agreement shall be binding on the successors of the parties hereto. This Agreement may be assigned by Owner to an affiliated or related entity, or joint venture entity at its discretion with contemporaneous written notice to Consultant; or to any other assignee, with the prior written consent of Consultant, which shall not be unreasonably withheld, so long as the assignee is financially capable of paying for the Services or Owner shall remain responsible for the obligations under the Agreement. This Agreement shall not be assigned by Consultant without first obtaining the written consent of Owner.
26. Confidentiality. All drawings, specifications, technical documents of any nature, and copies thereof, prepared pursuant to this Agreement are the property of the Owner and are to be treated as confidential. They are not to be disclosed to others without the Owner's prior written approval (except to the extent necessary to comply with the direction of any applicable legal authority) and are to be delivered to the Owner on request and in all events upon completion of the Services and any Additional Services, or termination of this Agreement.
27. Notices. Any information or notices required to be given in writing under this Agreement shall be given personal delivery, by overnight courier service or by certified mail (return receipt requested, postage prepaid), to the address of the respective Party set forth below, or to such other address for either Party as that Party may designate by written notice. Delivery shall be deemed effective upon receipt or failure to accept receipt in the case of personal delivery or delivery by overnight courier and three days following deposit with the United States mail in the case of delivery by certified mail.

If to Owner: Point Phase 1 Public Infrastructure District No. 1
c/o Pinnacle Consulting Group Inc
550 W Eisenhower Blvd
Loveland, CO 80537
Attention: Shannon McEvoy
shannonm@pcgi.com

With a copy to: WBA, P.C.
139 Hunter's Grv Ln., Suite 200
Lehi, UT 84043
Attention: Blair M. Dickhoner
bdickhoner@wbapc.com

If to Consultant:

Ninyo & Moore Geotechnical & Environmental Sciences Consultants
1930 North 2200 West, Bldg 2, Suite 5
Salt Lake City, UT 84116
Attn: Brian F. Gisi, PE

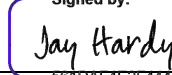
28. Miscellaneous. A waiver on the part of the Owner or Consultant of any term, provision or condition of this Agreement shall not constitute a precedent or bind either party to a waiver of any succeeding breach of the same or any other term, provision or condition of this Agreement. This Agreement, including any Exhibits and any addenda thereto, constitutes the entire Agreement between Consultant and Owner. It supersedes all prior or contemporaneous communications, representations or agreements, whether oral or written, relating to the Services set forth in this

Agreement. This Agreement may be amended only by a written instrument signed by both parties. The captions in this Agreement are for the convenience of the parties in identification of the several provisions and shall not constitute a part of this Agreement nor be considered interpretative thereof. Every paragraph, part, term or provision of this Agreement is severable from others. If any paragraph, part, term or provision of this Agreement is construed or held to be void, invalid or unenforceable by order, decree or judgment of a court of competent jurisdiction, the remaining paragraphs, parts, terms and provisions of this Agreement shall not be affected thereby but shall remain in full force and effect.

29.

In Witness whereof, the parties hereto have acknowledged and agreed to terms and conditions contained hereinabove and executes the same by written acceptance below.

OWNER: POINT PHASE 1 PUBLIC INFRASTRUCTURE DISTRICT NO. 1

Signed by:
By: 
561DAF4E2F4442C...
Name: Jay Hardy
Title: Manager
Date: 9/22/2026

**CONSULTANT:
NINYO & MOORE GEOTECHNICAL & ENVIRONMENTAL SCIENCES
CONSULTANTS**

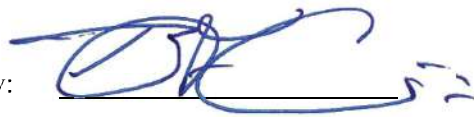
By: 
Name: Brian F. Gisi, PE
Title: Mountain West Regional Manager
Date: 09/21/2026

Exhibit A
Consultant's Proposal



SOCOTEC

**RESPONSE TO REQUEST FOR PROPOSAL (RFP)
POINT PHASE 1 PUBLIC INFRASTRUCTURE
DISTRICT NO. 1, DRAPER, UT**

**THE EVENT VENUE PROJECT
QUALITY ASSURANCE &
CONSTRUCTION MATERIALS
TESTING SERVICES**

**P14SLC06-02870
AUGUST 20, 2026**

August 26, 2026
Proposal No. P14SLC06-02870

Mr. Ryan Homer
Point Phase 1 Public Infrastructure District No. 1
550 W. Eisenhower Boulevard
Loveland, CO 80537



Subject: Response to Request for Proposal (RFP)
Point Phase 1 Public Infrastructure District No. 1, Draper, UT
The Event Venue Project
Quality Assurance & Construction Materials Testing Services

Dear Mr. Homer:

Ninyo & Moore Geotechnical & Environmental Sciences Consultants* ("SOCOTEC") appreciates your consideration of our qualifications for the Point Phase 1 Public Infrastructure District No. 1's (District) RFP for Quality Assurance and Construction Materials Testing Services for The Event Venue Project in Draper, UT. Based on our review of the RFP dated August 7, 2026, and the August 20, 2026, Response to Clarifications, we understand the scope includes on-site construction materials testing, special inspections, laboratory testing, engineering support, quality assurance, coordination, and reporting for public infrastructure associated with the 5,000-capacity Event Venue. Construction is anticipated to begin in September 2026 and continue through June 2028. We understand that no additional geotechnical exploration or reporting is currently anticipated, with geotechnical services primarily focused on verification of materials testing in accordance with the contract documents, including Proctor testing and compaction testing. Please consider the following advantages as you review our proposal:

RELEVANT DRAPER & THE POINT EXPERIENCE: SOCOTEC currently provides Draper City with materials testing, inspection, geotechnical, and quality assurance services under its On-Call Materials Testing and Engineering Services contract. We are also performing similar services for The Point Tank and The Point Infrastructure Package 3 – Culinary Water projects. Most recently, the Point Phase 1 Public Infrastructure District selected SOCOTEC to provide material testing services for the Promenade project. This recent selection and our ongoing work at The Point provide our team with valuable familiarity with local requirements, project standards, and construction conditions.

QUALIFIED TEAM & RESPONSIVE APPROACH: The proposed team includes Eric Elison, PE, Principal-in-Charge/Contract Manager; Robert Gambrell, PE, Project Engineer, providing technical oversight and review of test results; and James Fail, Construction Services Manager, leading field operations and coordination. Our experienced, certified field and laboratory staff will provide responsive scheduling, close coordination with Layton Construction and the District, proactive identification and resolution of testing issues, and timely reporting throughout construction.

LOCAL LABORATORY & TECHNICAL CAPABILITIES: SOCOTEC's fully equipped materials testing laboratory supports soils, concrete, asphalt, masonry, and related testing in accordance with applicable ASTM, AASHTO re:source, and project requirements. Our local laboratory and certified technical staff provide efficient coordination between field and laboratory services and reliable turnaround of test results.

SOCOTEC appreciates the opportunity to support the District on The Event Venue Project and looks forward to providing responsive, high-quality testing and quality assurance services throughout construction.

Respectfully,

James Fail
Construction Services Manager
Tel: 801 973 2500 ext. 11503
E-mail: James.Fail@socotec.us

Eric Elison, PE
Principal-In-Charge/Contract Manager
Tel: 801 973 2500 ext. 11501
E-mail: Eric.Elison@socotec.us

JFF/EB/gg

Distribution: Addressee (via E-mail)

*For contract purposes, our legal name will remain "Ninyo & Moore Geotechnical & Environmental Sciences Consultants."

SOCOTEC

1930 North 2200 West, Building 2, Suite 5, Salt Lake City, UT 84116 | Tel: +1 801 978 2500 | www.socotec.us

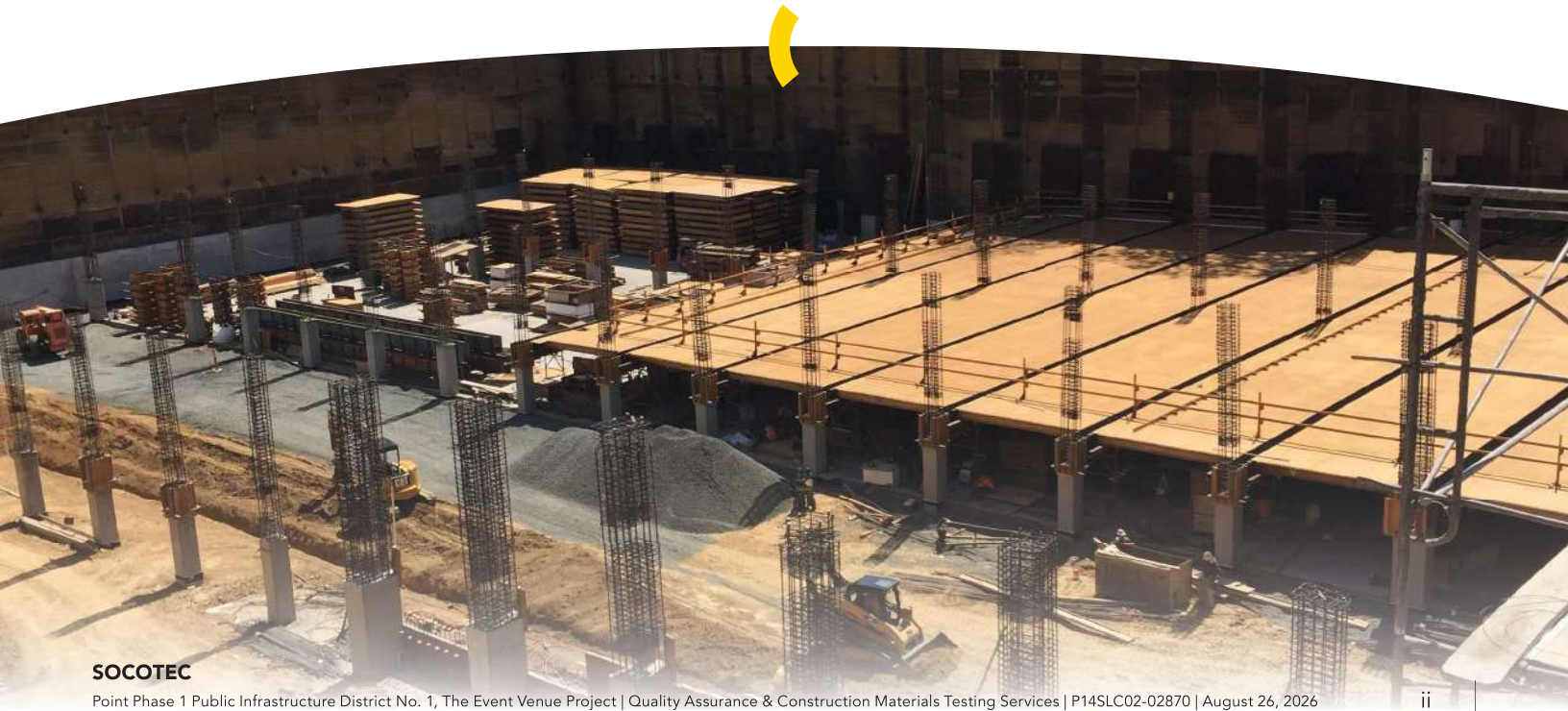
TABLE OF CONTENTS

COVER LETTER	i
TABLE OF CONTENTS	ii
01. FIRM INTRODUCTION	1
02. UNDERSTANDING OF THE SCOPE OF WORK & PROPOSED TECHNIQUES	2
03. PROPOSED TEAM MEMBERS & EXPERIENCE	5
04. REFERENCE PROJECTS	11
05. REFERENCE CONTACTS	15
06. PROPOSED FEE STRUCTURE	16
07. LABORATORY & TECHNICIANS CERTIFICATIONS	18
08. ESTIMATED TOTAL PROJECT FEE & UNIT RATES	21

1,700
PROFESSIONALS
NATIONWIDE

21,500+
COMPLETED CMT
TASK ORDERS
FIRMWIDE

40
YEARS SERVING
SOUTHWESTERN
USA



01. FIRM INTRODUCTION



01. FIRM INTRODUCTION

MUNICIPAL & PUBLIC SECTOR EXPERIENCE

SOCOTEC provides construction materials testing, special inspection, geotechnical, and quality assurance services for public agencies throughout Utah. Our Utah portfolio includes work for Draper City, Utah Department of Transportation (UDOT), Salt Lake City Department of Public Services, City of South Jordan, City of West Jordan, City of West Valley City, City of Salt Lake City, City of Millcreek, Utah County, and Davis and Weber School Districts.

Our project experience ranges from individual testing assignments to on-call contracts and multi-phase public infrastructure programs. This experience allows our team to efficiently manage varying scopes, coordinate with multiple stakeholders, and adjust resources to meet changing construction schedules while maintaining consistent quality, documentation, and responsiveness.

UT CONTRACTS & ON-CALL EXPERIENCE

SOCOTEC has established working relationships with Utah municipalities and public agencies through on-call and project-specific assignments, including:

- **Draper City:** On-Call Materials Testing and Engineering Services.
- **UDOT:** Materials testing and inspection services for roadway and bridge improvement projects statewide.
- **Salt Lake City Department of Public Services:** Construction materials testing and special inspection for water and wastewater infrastructure improvements.
- **City of South Jordan:** On-call geotechnical and construction testing services for street reconstruction, parks, and civic building projects.
- **Utah County:** Materials testing support for bridge, roadway, and public facility projects.

These assignments have strengthened our understanding of agency procedures, technical requirements, documentation standards, and coordination protocols, allowing us to integrate efficiently with owner and contractor teams.

LOCAL KNOWLEDGE & RESPONSIVE PROJECT DELIVERY

SOCOTEC’s Utah-based team is currently providing construction materials testing and inspection services in Draper, including The Point Tank and The Point Infrastructure Package 3 - Culinary Water. In addition, the Point Phase 1 Public Infrastructure District recently selected SOCOTEC to provide material testing services for the Promenade project. This work provides our team

with current knowledge of construction activity at The Point and familiarity with the local project environment.

For The Event Venue Project, we will build on this knowledge to provide responsive field coverage, timely laboratory testing, and clear communication with the District and Layton Construction. Our team will coordinate testing and inspection activities with the construction schedule, promptly identify deficiencies or unacceptable materials, and provide timely test results and documentation to support informed project decisions and maintain construction progress.

FIRM OVERVIEW

Firm Name

SOCOTEC

Please note that throughout this proposal, the firm is identified as SOCOTEC following our integration with SOCOTEC. Legal documents and required forms are completed under Ninyo & Moore Geotechnical & Environmental Sciences Consultants, which remains our legal entity name for contractual and legally binding documents.

Office Location

1930 North 2200 West, Building 2, Suite 5
Salt Lake City, UT 84116
Tel: 801 973 2500

Primary Contact

Eric Elison, PE
Principal-In-Charge/Contract Manager
Tel: 801 973 2500 ext. 11501
E-mail: Eric.Elison@socotec.us

Firm Size

Global: 4,000 | National: 1,700

of Years in Business

Global: 70 Years
Geo & CMT: 40 Years

Business Type

C Corporation

Federal Tax ID

33-0269828

02.

UNDERSTANDING OF THE SCOPE OF WORK & PROPOSED TECHNIQUES



02. UNDERSTANDING OF THE SCOPE OF WORK & PROPOSED TECHNIQUES



UNDERSTANDING OF THE WORK

SOCOTEC understands that the Point Phase 1 Public Infrastructure District No. 1 is seeking Construction Materials Testing and Quality Assurance Services for The Event Venue Project at The Point of the Mountain in Draper, Utah. The 5,000-capacity venue and associated public infrastructure are anticipated to be constructed from September 2026 through June 2028, with Layton Construction serving as General Contractor.

Based on the RFP and August 20, 2026, Response to Clarifications, the scope includes earthwork, concrete, asphalt, structural components, utilities, and roadway improvements. Services will include compaction, concrete sampling and testing, reinforcement, structural steel, welding and bolted connections, anchors, utilities, sanitary sewer, water, storm drain, conduits, roadway sections, curb, gutter, sidewalk, and street lighting.

No additional geotechnical exploration or reporting is currently anticipated. Geotechnical support will primarily consist of verification testing, including Proctor and compaction testing. Services will follow applicable APWA, Draper City, Jordan Basin Improvement District, WaterPro, ASTM, AASHTO, ACI, ICC, and project-specific requirements.

PROPOSED TECHNIQUES

SOCOTEC will provide qualified, certified technicians and inspectors coordinated with the contractor's construction schedule to provide timely testing, inspection, and reporting:

- **Earthwork:** Observe subgrade preparation and perform field moisture-density testing using nuclear gauges, supported by laboratory Proctor testing.
- **Concrete:** Perform slump, air, temperature, and unit weight testing; fabricate and transport strength specimens for laboratory testing.
- **Asphalt:** Observe placement, perform field density testing, and obtain samples for applicable laboratory testing.
- **Structural/Special Inspections:** Inspect reinforcing steel, anchors, structural steel, welding, bolted connections, masonry, wood, and other required structural components.
- **Utilities & Public Infrastructure:** Provide testing and inspection for sewer, water, storm drain, electrical/communication conduits, roadway sections, curb, gutter, and sidewalk.
- **Engineering & Reporting:** Robert Gambrell, PE, will provide technical oversight, review test results, and assist with resolution of testing deficiencies.
- **Coordination:** SOCOTEC will coordinate testing and inspection activities with Layton Construction and the District, participate in weekly construction meetings, promptly communicate deficiencies, and provide timely field and laboratory results. A comprehensive final report will be provided at project completion.

02. UNDERSTANDING OF THE SCOPE OF WORK & PROPOSED TECHNIQUES

QUALITY ASSURANCE & CONSTRUCTION MATERIALS TESTING APPROACH

Our quality assurance and construction materials testing services may include the following, depending on the requirements of the task order assigned:

- **Project Kick-Off:** Project coordination and client liaison, including scheduling of personnel to provide observation and materials testing services and meeting attendance. Review of readily available background materials pertaining to the site, including geotechnical reports, project plans, and specifications. Attendance at pre-construction and field meetings as requested by the client.
- **Field Observation, Inspection, Sampling, & Testing:** On-site construction observation, materials sampling, testing, and inspection performed on an as-needed basis in accordance with applicable building codes and approved project documents, including:
 - Field observation and inspection during foundation construction, including observation of footing excavations, pier drilling, pile driving, as appropriate.
 - Field observation, documentation and testing during the earthwork operations. Our services will include observation and field density testing of compacted fill, including embankment fill, structure and wall backfill, utility trench backfill, subgrade, aggregate subbase, and aggregate base materials.
 - Field sampling and in-place density testing will be performed during asphalt pavement construction. Asphalt production plant inspection and sampling will be performed to evaluate conformance with project specifications. Laboratory testing of raw aggregate and completed mix samples will include sieve analysis, sand equivalent, percent asphalt, film stripping, and maximum density.
 - Field inspection of construction materials will be performed by qualified specialty inspectors at the project site and, when applicable, at fabrication facilities. Our inspectors maintain certifications through the International Code Council (ICC), American Welding Society (AWS), American Concrete Institute (ACI), and other recognized agencies as required for special inspection services. Inspections may include reinforced concrete and cast-in-place concrete elements such as foundations, slabs, curbs, and site concrete; reinforcing steel placement and embedded items; post-installed anchors and expansion anchors; and structural masonry elements including retaining walls and site walls. Structural steel inspections will include welding and bolting verification at both

fabrication and field locations, as applicable. Where required, non-destructive testing (NDT), including ultrasonic testing of welds, will be performed to verify compliance with project specifications. Additional inspections may include verification of roofing and waterproofing systems when required by the project documents and Authority Having Jurisdiction.

- **Laboratory Testing Services:** Laboratory testing will be performed on construction materials in accordance with applicable ASTM and AASHTO re:source standards and project specifications, including APWA Standard Specifications, Draper City Standards, Jordan Basin Improvement District Standards, and WaterPro Standards, as applicable. Testing may include maximum dry density and optimum moisture content (Proctor) for soils used in fill and backfill; gradation and sieve analysis for aggregate materials; and quality control testing for asphalt and concrete materials. Concrete testing will include compressive strength testing of field-cured specimens, along with verification testing for mix compliance as required. Asphalt testing will include laboratory analysis of mix properties, including gradation and asphalt content. All testing will be performed at frequencies consistent with project specifications and coordinated with field operations to support timely reporting and construction progress.
- **Reports/Documentation:** Preparation of daily reports and other memoranda to summarize the field operations and test results. Upload documentation to Dropbox.
- **Closeout Documents:** Preparation of a final report summarizing the results of our field and laboratory test results, including final report on grading and certification of compliance.



02. UNDERSTANDING OF THE SCOPE OF WORK & PROPOSED TECHNIQUES



APPROACH TO MEET DEADLINES

SOCOTEC will coordinate testing and inspection activities directly with Layton Construction and the District to align field coverage with the construction schedule. With construction anticipated from September 2026 through June 2028, our scheduling approach will allow staffing to adjust as work progresses and testing needs change.

Our local project team and in-house scheduling capabilities allow us to quickly assign qualified and certified technicians and inspectors to scheduled activities, including short-notice and weekend work when required. Test results and inspection documentation will be reviewed and distributed promptly to support construction decisions and avoid delays. Potential scheduling conflicts or testing deficiencies will be communicated immediately to the District and contractor, with appropriate follow-up to support resolution.

Weekly construction meetings will provide an additional opportunity to coordinate upcoming testing needs, identify potential issues, and maintain alignment with the project schedule.

QUALITY CONTROL/QUALITY ASSURANCE PROCEDURES

SOCOTEC will implement project-specific quality control procedures to ensure testing and inspection services comply with the RFP, construction documents, applicable APWA, Draper City, Jordan Basin Improvement District, WaterPro, ASTM, AASHTO, ACI, and ICC requirements.

Quality control will include qualified and certified personnel, properly calibrated testing equipment, standardized field and laboratory procedures, technical review of test results, and timely documentation. Robert Gambrell, PE, will provide technical oversight and review of testing results and deficiencies, while laboratory and field personnel will maintain complete records of testing and inspections.

These procedures will provide consistent, accurate, and traceable results throughout construction and support the comprehensive final report required by the District.

03. PROPOSED TEAM MEMBERS & EXPERIENCE

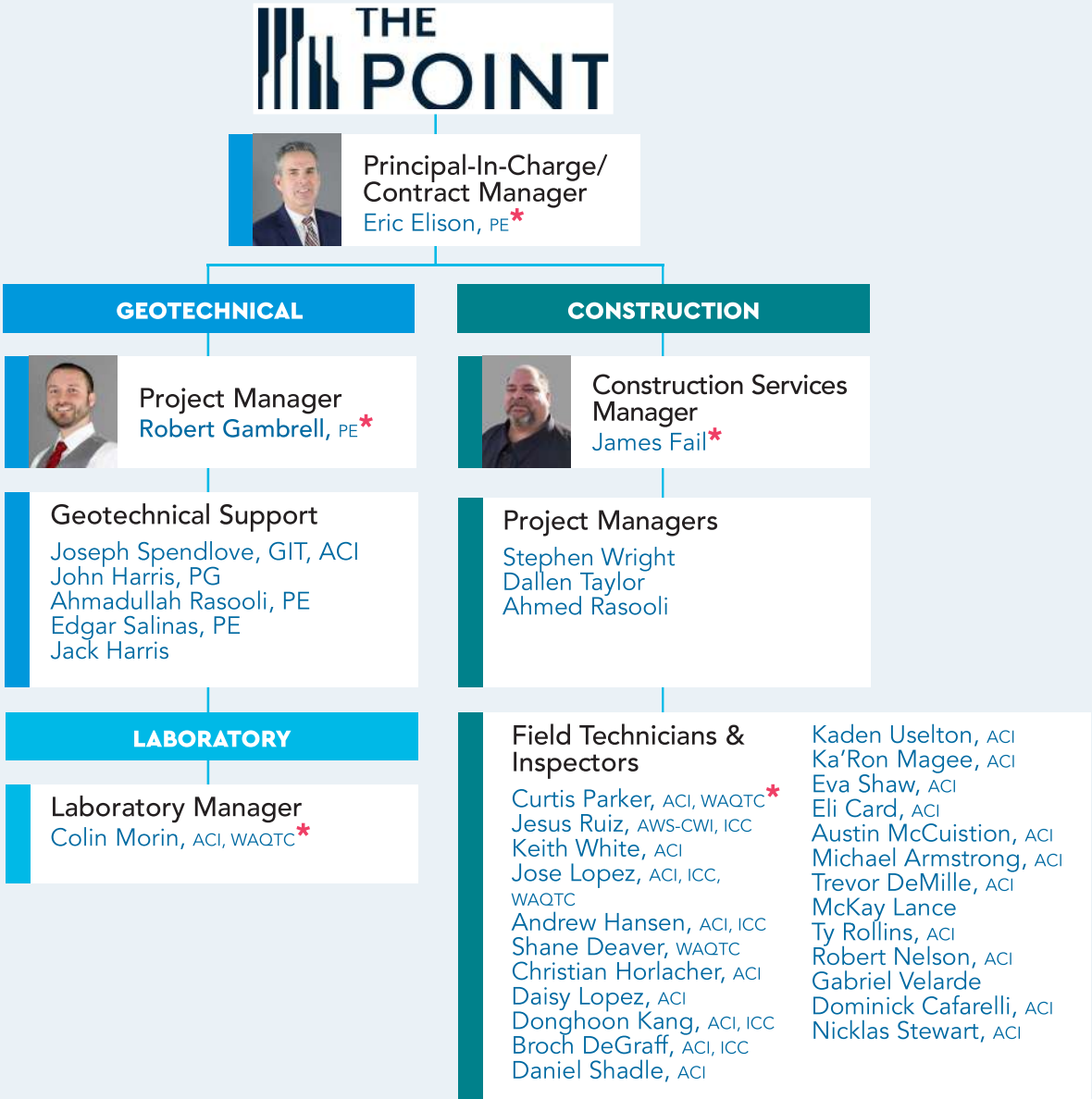


03. PROPOSED TEAM MEMBERS & EXPERIENCE

KEY PERSONNEL

As shown in the organization chart, Eric Elison, PE, Principal-in-Charge/Contract Manager, will provide overall project leadership and serve as the primary point of contact for the District. Robert Gambrell, PE, Project Engineer, will provide technical oversight, review and evaluate field and laboratory test results, and assist with resolution of testing deficiencies. James Fail, Construction Services Manager, will oversee day-to-day field operations, technician scheduling, and coordination with special inspectors and laboratory personnel to ensure responsive and timely service.

The organization chart illustrates the reporting structure and communication flow between SOCOTEC and the District, with coordination with the General Contractor as needed to align testing and inspection activities with the construction schedule. This structure provides clear responsibilities, efficient communication, and responsive service throughout the anticipated September 2026 through June 2028 construction period.



03. PROPOSED TEAM MEMBERS & EXPERIENCE



Eric ELISON

PE

**Principal-In-Charge/
Contract Manager**

EDUCATION

- M.S., Civil Engineering, Brigham Young University
- B.S., Civil Engineering, Brigham Young University

CREDENTIALS

- PE 270807-2202 (UT)
- PE 18732 (WY)
- PE 14311 (NV)
- PE 58910 (CA)
- PE 57523 (MN)
- PE 90169 (OH)
- Lead Safety for Renovation, Repair & Painting (RRP)
- Radiation (Nuclear Gauge) User Safety
- UT UST Groundwater & Soil Sampler)

PROFESSIONAL AFFILIATIONS

- American Public Works Association
- American Society of Civil Engineers
- Society of American Military Engineers

ABOUT

Mr. Elison's professional experience includes performing design geotechnical evaluations for public agencies and utilities, commercial, industrial, and military projects. His project experience includes educational facilities, pipelines, storm water channels and detention basins, commercial buildings, and other public and private works. Eric's responsibilities include managing geotechnical engineering projects; providing assistance to technical staff; performing forensic engineering studies; providing expert witness testimony; and preparing and reviewing geotechnical reports and specifications.

REPRESENTATIVE EXPERIENCE

- **City of Ogden, Marshall White Community Center Project, Ogden, UT:** Principal Engineer during geotechnical evaluation and provided materials testing and inspection services. The project involved demolishing existing structures and constructing a new approximately 68,000-square-foot, one- to two-story community center with associated improvements. The new building features structural and non-structural reinforced concrete masonry and structural steel framing, supported on conventional continuous and isolated spread footings with concrete slab-on-grade floors, reinforced concrete mezzanines, steel trusses, and a metal decking roof system.
- **Industry Neighborhood Parking Structure, Salt Lake City, UT:** Principal Engineer during construction materials testing and special inspection services. The project includes construction of a seven-story, above-grade parking garage with future commercial tenant space that will accommodate approximately 1,000 cars. Columns and walls will be supported on driven steel pipe piles and shallow spread foundations, with a reinforced slab-on-grade on level 1. The structure will consist of post-tensioned concrete decks on levels 2 through 7, concrete columns and crash walls, structural masonry stair, divider walls, and elevator core walls. The project includes site flatwork, construction of a new private street (Elder Court) connecting 600 South and 700 South access, underground utility installations, roadbed preparation, asphalt paving, and miscellaneous appurtenances.
- **City of South Jordan, Mystic Springs Nature Area, South Jordan, UT:** Principal Engineer during a geotechnical evaluation for the Mystic Springs Nature Area. The project included the development of a 30-acre nature area consisting of a new wood pavilion and amphitheater, observation decks, foot bridges, trails (paved and unpaved), boardwalk, and entrance monument and signage. Services included background review; utility and boring location markout; subsurface explorations; in-house laboratory testing; and preparation of a report.
- **Millcreek Town Center, Millcreek, UT:** Principal Engineer during a geotechnical evaluation. The project included the design and construction of a new city park on an approximately 2-acre site consisting of a new green- space, art space, ice support structure, paved walking paths, retail promenade, and parking areas. Services included background review; geologic reconnaissance; drilling, logging, and sampling of six exploratory borings; laboratory testing; percolation testing; compilation and analysis of the data; and preparation of a report.

03. PROPOSED TEAM MEMBERS & EXPERIENCE



Robert GAMBRELL

PE

**Geotechnical
Project Manager**

EDUCATION

- B.S., Civil Engineering, Southern Polytechnic State University, GA

CREDENTIALS

- PE 11256609-2202 (UT)
- PE 21035957 (WA)
- PE 18614 (HI)
- PE 97053PE (OR)
- PE 22253 (ID)
- Excavation Safety 101
- Radiation (Nuclear Gauge) Safety Officer and User Safety

PROFESSIONAL AFFILIATIONS

- American Society of Civil Engineers
- Society of American Military Engineers

ABOUT

Mr. Gambrell's professional experience includes geotechnical field explorations, construction materials testing, soils analysis, shallow and deep foundation design, shoring and underpinning, geophysical testing and analysis, liquefaction and lateral spread assessment, site and construction observation and inspection, and project coordination and management for commercial, industrial, transportation, residential, military, and other sectors for public and private owners. Robert is skilled in the coordination of field activities, contractors, clients, and design team members. He emphasizes the submission of accurate, on-time, quality project deliverables; as well as identifying and addressing problematic issues and impediments in accordance with federal, state, and local statutes and regulation.

REPRESENTATIVE EXPERIENCE

- **Broadway Mixed-Use High-Rise, Salt Lake City, UT:** Project Manager during a geotechnical evaluation and seismic response analysis for the Proposed Broadway Mixed-Use High-Rise 300 East Broadway in downtown Salt Lake City. The project includes design and construction of a mixed-use residential high-rise, including a 30-story apartment tower with a three-story parking podium. The constructed area is anticipated to be approximately 600,000 square-feet, and will be at-grade (no basement) and supported on deep foundations, such as auger cast-in-place (ACIP) piles.
- **The Granary, Salt Lake City, UT:** Project Manager during a geotechnical a geotechnical evaluation for The Granary project located at 161 West 600 South in Salt Lake City, Utah. The project includes construction of a 10-story Life Science building with one level of below-grade parking and a 23-story multi-family apartment building that includes a 6-story above-grade parking deck. The proposed structures were constructed of cast-in-place concrete supported on a combination of spread footings, mat foundations, and deep foundations, such as auger cast-in-place (ACIP) piles or similar system. Additional site improvements included concrete flatwork, low-height retaining walls, and asphalt concrete paved parking and access areas. Prior to start of construction, some of the existing buildings and parking lots within the structure footprint were demolished. An existing hotel structure, located in the north-central portion of the project site, was remodeled and converted into an apartment building.
- **21st Street Sewer Upgrade Project, Ogden, UT:** Project Manager during a geotechnical evaluation for the proposed 21st Street Sewer Upgrade project in Ogden, UT. The project includes upgrading the existing sewer line that extends along 21st Street between Washington Boulevard and Wall Avenue, including upsizing the existing 20-inch diameter pipe to a 24-inch diameter pipe. The invert depth of the existing sewer line ranges from approximately 14 to 15 feet below the ground surface along the project alignment. Additional improvements included pavement sections associated with an upcoming roadway reconstruction project along the alignment.
- **Center Utah Water Conservancy District North Branch Connection to Alpine, Highland, UT:** Project Manager during a geotechnical design evaluation for a new pump station and associated 2,820 linear feet of new, 24-inch diameter ductile iron pipeline. Services included review of available and pertinent background data; performance of a subsurface exploration; performance of a refraction microtremor survey; performance of field percolation tests; performance of laboratory testing of representative soil samples; and preparation of a final geotechnical report presenting findings, conclusions, and recommendations.

03. PROPOSED TEAM MEMBERS & EXPERIENCE



James FAIL

Construction Services Manager

CREDENTIALS

- APWA Inspector
- Radiation (Nuclear Gauge) User Safety

ABOUT

James Fail has 40 years of construction experience, including 30 years leading QA/QC, inspection, testing, and field operations. His experience directly aligns with FFP's FR2X needs, including heavy rail and light rail, active railroad corridors, major utility relocations, underground utilities, bridges, highways, box culverts, and other heavy civil infrastructure. James has extensive experience coordinating field personnel, testing and inspection activities, and complex construction operations, providing the hands-on leadership needed to support overlapping Early Utility Work, active ROW requirements, schedule coordination, and responsive field coverage.

REPRESENTATIVE EXPERIENCE

- **Industry Neighborhood Parking Structure, Salt Lake City, UT:** Construction Services Manager during construction materials testing and special inspection services. The project includes construction of a seven-story, above-grade parking garage with future commercial tenant space that will accommodate approximately 1,000 cars. Columns and walls will be supported on driven steel pipe piles and shallow spread foundations, with a reinforced slab-on-grade on level 1. The structure will consist of post-tensioned concrete decks on levels 2 through 7, concrete columns and crash walls, structural masonry stair, divider walls, and elevator core walls. The project includes site flatwork, construction of a new private street (Elder Court) connecting 600 South and 700 South access, underground utility installations, roadbed preparation, asphalt paving, and miscellaneous appurtenances.
- **Gables Elevate, Salt Lake City, UT:** Construction Services Manager during construction materials testing and special inspection services for the Gables Elevate – Salt Lake City Project. The project consists of the construction of an apartment building comprising seven stories above grade and one story below grade, totaling approximately 400,000 square feet with 270 residential units. The structure features three levels of interior parking, including one below grade, founded on conventional isolated and continuous spread footings supported on rigid inclusions. The plaza level includes a pool, spa, and paver systems. Multiple amenity spaces are integrated throughout the building, including fitness facilities, a club room, lobby and leasing space, outdoor seating areas with fire pits at grade level, and interior bike and ski storage rooms. The building features two elevator locations accommodating three total elevators. The project scope also encompasses associated utility installations, earthwork operations, and concrete and asphalt paving.
- **SoHi Apartments Project, Salt Lake City, UT:** Construction Services Manager for construction materials testing and special inspection services. The project will consist of the new construction of an approximately 68,000 square-foot, multi-level apartment building, and a three level reinforced concrete post-tensioned podium parking garage with one level being subterranean. The project includes five levels of residential apartments over the parking garage. The structure is constructed of steel and wood framing with structural masonry walls incorporated into the lower levels of the structure. The building is founded on conventional continuous and isolated spread footings. The project also includes associated utility installations, earthwork, concrete and asphalt paving.

03. PROPOSED TEAM MEMBERS & EXPERIENCE



**Curtis
PARKER**

ACI, WAQTC

Lead Field Technician

CREDENTIALS

- ACI Certifications:
 - SB101 Properties Specialist, No. 1560
 - SB201 Moisture-Density Specialist, No. 778
 - SB202 Mix Design Specialist, No. 398
 - AGG 101 Aggregate Specialist, No. 644
- WAQTC Certifications, No. 161258:
 - Aggregate Plus
 - Concrete
 - Asphalt
 - Embankment and Base
- Radiation (Nuclear Gauge) User Safety

ABOUT

As Field Operations Manager, Mr. Parker works closely with our field technicians and special inspectors to ensure timely reinforcing steel and concrete placement inspections, prestressed concrete placement inspections, structural steel bolting inspection and also perform earthwork observation, materials sampling, and field density testing for construction project.

REPRESENTATIVE EXPERIENCE

- **City of Ogden, Marshall White Community Center Project, Ogden, UT:** Lead Field Technician during geotechnical evaluation and provided materials testing and inspection services. The project involved demolishing existing structures and constructing a new approximately 68,000-square-foot, one- to two-story community center with associated improvements. The new building features structural and non-structural reinforced concrete masonry and structural steel framing, supported on conventional continuous and isolated spread footings with concrete slab-on-grade floors, reinforced concrete mezzanines, steel trusses, and a metal decking roof system.
- **Kent Booster Pump Station Project, West Valley City, UT:** Lead Field Technician during construction materials testing and special inspection services which is comprised of the construction of a booster pump station with six vertical turbine pumps, motors and pump cans; suction and discharge piping, valves, flow meters, and miscellaneous fittings and appurtenances; chlorine generation system; masonry block building with standing seam metal roofing; HVAC system; site work including grading, discharge drain piping, asphalt pavement, and concrete sidewalk; chlorination injection and mixing vault; pressure sustaining and metering vault; surge tank vaults and piping, new on-site piping, piping in 4800 West, canal crossing of Utah and Salt Lake Canal, and traffic control; and new connections to three existing water tanks. The project included electrical connections to and electrical work associated with the booster pump station, relocation of an existing standby emergency generator and installation of a new emergency generator. The project also included the demolition of the existing booster pump station, demolition of an existing metering vault, removal of existing yard piping, the abandonment of various existing yard piping at the pump station site, structural and trench backfill, roadway subgrade and base preparation, civil concrete, and asphalt paving.
- **Davis Aqueduct Reach 1 Parallel Pipeline Project, Layton, UT:** Lead Field Technician services which comprised the construction of a booster pump station with six vertical turbine pumps, motors and pump cans; suction and discharge piping, valves, flow meters, and miscellaneous fittings and appurtenances; chlorine generation system; masonry block building with standing seam metal roofing; HVAC system; site work including grading, discharge drain piping, asphalt pavement, and concrete sidewalk; chlorination injection and mixing vault; pressure sustaining and metering vault; surge tank vaults and piping, new on-site piping, piping in 4800 West, canal crossing of Utah and Salt Lake Canal, and traffic control; and new connections to three existing water tanks. The project included electrical connections to and electrical work associated with the booster pump station, relocation of an existing standby emergency generator and installation of a new emergency generator. The project also included the demolition of the existing booster pump station, demolition of an existing metering vault, removal of existing yard piping, the abandonment of various existing yard piping at the pump station site, structural and trench backfill, roadway subgrade and base preparation, civil concrete, and asphalt paving.

03. PROPOSED TEAM MEMBERS & EXPERIENCE



**Colin
MORIN**

ACI, WAQTC

Laboratory Manager

CREDENTIALS

- ACI Certifications:
 - Concrete Field Testing Technician Grade I
 - Concrete Laboratory Testing Technician Level I
 - Concrete Strength Testing Technician
 - Aggregate Testing Technician Level I
- WAQTC Certifications, No. 163243:
 - Aggregate
 - Concrete
 - Concrete Strength
 - Embankment and Base
 - Sampling, Reduction and In-Place Density
- Radiation (Nuclear Gauge) User Safety

ABOUT

In his role as a Laboratory Manager, Mr. Morin is responsible for performing and overseeing physical and chemical analyses of soil and rock. He also performs and oversees laboratory testing including consolidation, plasticity index, maximum density, sand equivalent, direct shear, moisture and density, gradation and hydrometer, and cleanness value. He is responsible for the calibration, certification and maintenance of all laboratory equipment; coordination with project management staff to ensure deadlines are met on a regular basis; training of new personnel on laboratory methods; and provision of technical support for laboratory staff.

REPRESENTATIVE EXPERIENCE

- **Gables Elevate, Salt Lake City, UT:** Laboratory Manager during construction materials testing and special inspection services for the Gables Elevate – Salt Lake City Project. The project consists of the construction of an apartment building comprising seven stories above grade and one story below grade, totaling approximately 400,000 square feet with 270 residential units. The structure features three levels of interior parking, including one below grade, founded on conventional isolated and continuous spread footings supported on rigid inclusions. The plaza level includes a pool, spa, and paver systems. Multiple amenity spaces are integrated throughout the building, including fitness facilities, a club room, lobby and leasing space, outdoor seating areas with fire pits at grade level, and interior bike and ski storage rooms. The building features two elevator locations accommodating three total elevators. The project scope also encompasses associated utility installations, earthwork operations, and concrete and asphalt paving.
- **Industry Parking Structure, Salt Lake City, UT:** Laboratory Manager during Laboratory during construction materials testing and special inspection services for the Industry Neighborhood Parking Structure Project which includes construction of a seven-story, above-grade parking garage with future commercial tenant space that will accommodate approximately 1,000 cars. The structure consists of post-tensioned concrete decks on levels 2 through 7, concrete columns and crash walls, structural masonry stair, divider walls, and elevator core walls. The project includes site flatwork, construction of a new private street (Elder Court) connecting 600 South and 700 South access, underground utility installations, roadbed preparation, asphalt paving, and miscellaneous appurtenances. Laboratory testing included Proctor density, sieve analysis, asphaltic concrete (Marshall density, oil content, and aggregate gradation), and compressive strength testing of concrete and masonry specimens sampled in the field.
- **1800 North Sewer Realignment Phase 1 – Inverted Siphon Project, Salt Lake City, UT:** Laboratory Manager is providing construction materials testing and special inspection services for the 1800 North Sewer Realignment Phase 1 – Inverted Siphon Project, which includes trenchless installation of six 36-inch steel casings, including four crossings beneath active UPRR and UTA railroad corridors and two crossings beneath the UDOT I-15 right-of-way. The project also includes 24-inch FRPM wastewater and storm drain carrier pipes, cast-in-place underground structures, a 12-inch waterline relocation, roadway subgrade and base preparation, and asphalt paving. Services include earthwork and density testing, reinforcing steel and formwork inspection, concrete observation and testing, laboratory testing of soils, aggregates, concrete, grout, and asphalt, and testing and inspection reporting. Services also includes hydrogeologic testing and groundwater sampling to support construction dewatering and discharge requirement.

04. REFERENCE PROJECTS



04. REFERENCE PROJECTS

HIGHLIGHTED UT MUNICIPAL CLIENTS

- › DRAPER CITY
- › CITY OF SOUTH JORDAN
- › CITY OF WEST JORDAN
- › CITY OF HIGHLAND
- › UTAH COUNTY
- › CITY OF SARATOGA SPRINGS
- › CITY OF MILLCREEK
- › CITY OF SALT LAKE
- › CITY OF SOUTH SALT LAKE
- › TAYLORSVILLE-BENNION IMPROVEMENT DISTRICT
- › CITY OF WEST VALLEY
- › UTAH DEPARTMENT OF TRANSPORTATION
- › CITY OF NORTH SALT LAKE
- › SOUTH DAVIS SEWER DISTRICT
- › CITY OF KAYSVILLE
- › DAVIS SCHOOL DISTRICT
- › HILL AIR FORCE BASE
- › CITY OF OGDEN
- › WEBER SCHOOL DISTRICT
- › CITY OF MONROE

SOCOTEC provides construction materials testing, special inspection, and quality assurance services for municipalities, public agencies, and development projects throughout Utah. Our experience includes earthwork, concrete, asphalt, structural components, utilities, roadway improvements, and other public infrastructure improvements similar to those required for The Event Venue Project.

Our ongoing work in Draper and at The Point provides direct familiarity with local standards, construction conditions, agency coordination, and project delivery requirements. The following projects demonstrate SOCOTEC's ability to provide responsive field and laboratory testing, special inspections, technical oversight, and quality assurance services consistent with the requirements of this RFP.





MARSHALL WHITE COMMUNITY CENTER

Ogden, UT

SOCOTEC CONTRIBUTIONS

SOCOTEC provided materials testing and inspection services for the City of Ogden's Marshall White Community Center project in Ogden, UT. This significant project involved the demolition of existing structures and the construction of a new, state-of-the-art 68,000-square-foot community center designed to serve as a modern, multi-use facility for the local community. The new building features a combination of structural and non-structural reinforced concrete masonry and structural steel framing. It is supported on conventional continuous and isolated spread footings with concrete slab-on-grade floors and reinforced concrete mezzanines. The roof system consists of steel trusses and metal decking, providing a durable and resilient structure.

SOCOTEC's scope of work included geotechnical and materials testing and special inspections to ensure the structural integrity and compliance of all construction elements. Our services covered foundation and structural testing to verify bearing capacity and settlement characteristics for the spread footings. We also conducted concrete and masonry testing to evaluate concrete strength, consistency, and reinforcement placement, along with structural steel inspection to confirm proper installation and welding of steel framing and trusses. Earthwork and compaction testing were performed to monitor grading and compaction of subgrade and base materials, while asphalt and concrete paving inspections ensured proper thickness, density, and quality of installed paving materials. Our team also inspected trench backfill and underground utility installation to confirm proper bedding and compaction, and verified the construction of low-height retaining walls, curbs, and sidewalks to meet design specifications.

KEY INFORMATION

Client:
City of Ogden

SOCOTEC Services:
Materials Testing and Inspection

Project Relevance:

- Public-sector community facility
- Earthwork and compaction testing
- Concrete and masonry testing
- Structural steel and special inspections
- Paving and utility inspection



04. REFERENCE PROJECTS

© <https://www.kier.org/our-work/multi-unit/ground-up/gables-library-square/>



GABLES ELEVATE

Salt Lake City, UT

SOCOTEC CONTRIBUTIONS

SOCOTEC provided construction materials testing, geotechnical, and special inspection services for the Gables Elevate - Salt Lake City Project, a seven-story, approximately 400,000-square-foot apartment building with 270 residential units, three levels of interior parking, a pool and spa, and multiple resident amenity spaces. The project included conventional isolated and continuous spread footings supported on rigid inclusions, concrete slab-on-grade floors, reinforced and post-tensioned concrete, structural masonry, structural steel framing, wood framing, and associated utility, earthwork, and paving improvements.

SOCOTEC provided geotechnical field support to evaluate foundation preparation and remedial excavation, along with observation, sampling, and density testing of rigid inclusions, structural backfill, subgrade, structural fill, and base materials. Special inspections included reinforcing steel, anchors, formwork, post-tensioning tendon placement and stressing, masonry, structural steel, field welding, wood framing, fireproofing, and fire stopping. Concrete, grout, mortar, masonry, and asphalt materials were sampled and tested in the field and laboratory, including Proctor density, sieve analysis, and compressive strength testing.

SOCOTEC maintained detailed inspection records, testing documentation, and technical coordination throughout construction to verify compliance with project specifications, applicable building codes, and quality requirements.

KEY INFORMATION

Client:
Gables Residential

SOCOTEC Services:
Materials Testing and Inspection

- Project Relevance:**
- › Multi-story building construction
 - › Earthwork and compaction testing
 - › Concrete and masonry testing
 - › Structural steel and special inspections
 - › Utilities and paving



04. REFERENCE PROJECTS



INDUSTRY NEIGHBORHOOD PARKING STRUCTURE

Salt Lake City, UT

SOCOTEC CONTRIBUTIONS

SOCOTEC performed construction materials testing and special inspection services for the Industry Neighborhood Parking Structure Project located at 461 West 600 South in Salt Lake City, UT. The project includes construction of a seven-story, above-grade parking garage with future commercial tenant space that will accommodate approximately 1,000 cars. Columns and walls will be supported on driven steel pipe piles and shallow spread foundations, with a reinforced slab-on-grade on level 1. The structure will consist of post-tensioned concrete decks on levels 2 through 7, concrete columns and crash walls, structural masonry stair, divider walls, and elevator core walls. The project includes site flatwork, construction of a new private street (Elder Court) connecting 600 South and 700 South access, underground utility installations, roadbed preparation, asphalt paving, and miscellaneous appurtenances.

SOCOTEC provided project coordination, technical oversight, and construction testing, including evaluation of excavation and foundation preparation; observation, sampling, and density testing of earthwork, structural fill, aggregate base, and backfill; inspection of reinforcing steel, anchors, and formwork; concrete sampling and testing; post-tensioning tendon placement and stressing inspection; masonry, grout, and mortar inspection and testing; structural steel and field welding inspection; and laboratory testing, including Proctor density, sieve analysis, asphalt testing, and compressive strength testing of concrete and masonry specimens.

KEY INFORMATION

Client:

Q Factor

SOCOTEC Services:

Materials Testing and Inspection

Project Relevance:

- › Seven-story parking structure
- › Deep foundations and earthwork testing
- › Concrete, masonry, and post-tensioning
- › Structural and special inspections
- › Utilities, roadwork, and paving



05. REFERENCE CONTACTS



05. REFERENCE CONTACTS

The following references represent clients for whom SOCOTEC has provided construction materials testing, special inspection, and quality assurance services on projects similar in scope to The Event Venue Project. These clients can speak to our technical capabilities, responsiveness, coordination, and quality of service in supporting public infrastructure and construction projects.



CITY OF OGDEN

Mr. Justin Anderson | Deputy Director/City Engineer
Tel: 801 629 8111 | **E-mail:** justinanderson@ogdencity.com

Project Reference: Marshall White Community | Materials Testing and Special Inspection Services



GABLES RESIDENTIAL

Mr. Ryan Brown | Vice President - Construction West
Tel: 720 530 1220 | **E-mail:** rbrown@gables.com

Project Reference: Gables Elevate | Materials Testing and Special Inspection Services



Q FACTOR

Mr. Alexander Welsh | Development Analyst
Tel: 720 470 1003 | **E-mail:** alex@qfactorsolutions.com

Project Reference: Industry Neighborhood Parking Structure | Materials Testing and Special Inspection Services

CLIENT TESTIMONIAL

"It is with great pleasure that I recommend Ninyo & Moore. ...Ninyo & Moore provided a quality product to the management team and to the client. The professional work ethic and technical knowledge provided during the projects made Ninyo & Moore an integral part of the team."

- Joseph Riza, PE, Construction Manager | **JONES | CARTER**

06. PROPOSED FEE STRUCTURE



06. PROPOSED FEE STRUCTURE

Schedule of Fees	
Hourly Charges for Personnel	
Professional Staff	
Principal Engineer/Geologist/Environmental Scientist/Certified Industrial Hygienist	\$ 180
Senior Engineer/Geologist/Environmental Scientist	\$ 160
Senior Project Engineer/Geologist/Environmental Scientist	\$ 155
Project Manager	\$ 110
Senior Staff Engineer/Geologist/Environmental Scientist	\$ 135
Staff Engineer/Geologist/Environmental Scientist	\$ 130
GIS Analyst	\$ 110
Technical Illustrator/CAD Operator	\$ 70
Field Staff	
Certified Asbestos/Lead Technician	\$ 120
Field Operations Manager	\$ 90
Supervisory Technician	\$ 80
Special Inspector (Concrete, Masonry, Structural Steel, Welding, and Fireproofing)	\$ 70
Nondestructive Examination Technician (UT, MT, LP)	\$ 70
Senior Technician	\$ 55
Technician	\$ 50
Administrative Staff	
Information Specialist	\$ 45
Geotechnical/Environmental/Laboratory Assistant	\$ 40
Data Processor	\$ 35
Other Charges	
Concrete Coring Equipment (includes technician)	\$ 190/hr
Anchor Load Test Equipment (includes technician)	\$ 190/hr
GPR Equipment	\$ 180/hr
Inclinometer	\$ 100/hr
Hand Auger Equipment	\$ 80/hr
Rebar Locator (Pachometer)	\$ 25/hr
Vapor Emission Kit	\$ 65/kit
Nuclear Density Gauge	\$ 12/hr
X-Ray Fluorescence	\$ 70/hr
PID/FID	\$ 25/hr
Equipment Usage	\$ 12/hr
Field Vehicle Usage	\$ 12/hr
Expert Witness Testimony	\$ 450/hr
Direct Expenses	Cost plus 15 %
Special equipment charges will be provided upon request.	
Notes	
For field and laboratory technicians and special inspectors, overtime rates at 1.5 times the regular rates will be charged for work performed in excess of 8 hours in one day Monday through Friday and all day on Saturday. Rates at twice the regular rates will be charged for all work in excess of 12 hours in one day, all day Sunday and on holidays. Field technician and special inspection hours are charged at a 4-hour minimum, and 8-hour minimum for hours exceeding 4 hours. Invoices are payable upon receipt. A service charge of 1.5 percent per month may be charged on accounts not paid within 30 days.	

06. PROPOSED FEE STRUCTURE

Schedule of Fees for Laboratory Testing

SOILS

Atterberg Limits, D 4318, T 89, T90	\$ 100
California Bearing Ratio (CBR), D 1883	\$ 500
Chloride and Sulfate Content, ARIZ 733, 736	\$ 100
Clay Expansion, FHA Swell	\$ 110
Consolidation, D 2435, T 216-94	\$ 250
Crumb Test Dispersion Test, D 4647	\$ 60
Direct Shear, D 3080, T236	\$ 350
Expansion Index, D 4829, UBC 18-2	\$ 120
Expansion Potential (Method A), D 4546	\$ 110
Hydraulic Conductivity, D 5084	\$ 300
Hydrometer Analysis, D 7928, T 88-93	\$ 200
Double Hydrometer Analysis, D 4221, T 88	\$ 400
Lime Determination, pH Method, D 62765	\$ 210
Standard Proctor Density, D 698	\$ 200
Standard Proctor Density Treated Soils, D 698	\$ 200
Modified Proctor Density Treated Soils, D 1557, T 180-93, T 99-94	\$ 200
Miller Box Resistivity	\$ 60
Moisture, Ash, & Organic Matter of Peat/Organic Soils	\$ 90
Moisture Only, D 2216, T 265	\$ 25
Moisture and Density, D 2937	\$ 35
Permeability, CH, D 2434, T 215	\$ 220
pH and Resistivity, ARIZ 236 c	\$ 100
Pinhole Dispersion Test, D 4647	\$ 245
R-value, D 2844, T 190	\$ 250
Sand Equivalent, D 2419, T 176	\$ 90
Sieve Analysis, D 422	\$ 60
Sieve Analysis, C-136 (includes 200 wash), D 422, D 1140	\$ 100
Solubility	\$ 80
Specific Gravity, D 854, T 100-93	\$ 90
Sulfate & Chloride Content	\$ 90
Swell Test, D 4546	\$ 290
Thermal Resistivity (ASTM 5334, IEEE 442)	\$ 900
Triaxial Shear, U.U., D 2850 per point	\$ 250
Triaxial Shear, C.U., w/pore pressure, D 4767, T 2297 per pt	\$ 350
Triaxial Shear, C.D, D 4767, T 297 per pt	\$ 415
Unconfined Compression, D 2166, T 208	\$ 175

MASONRY

Brick Absorption, C 67	\$ 65
Brick Compression, C 67	\$ 30
Brick Moisture, C 67	\$ 30
CMU Block Compression Test, 8x8x16, C 140	\$ 200
CMU Block Compression Test, Half Block, C-140	\$ 120
CMU Block Moisture Content, C 140	\$ 70
Core Compression	\$ 35
Concrete Block Linear Shrinkage, C 426	\$ 150
Grout Prisms Compressive Strength, C 1019	\$ 20
Masonry Grout, 4x4x8 prism compression, UBC 21-18	\$ 20
Masonry Mortar, 2x4 cylinder compression, UBC 21-16	\$ 20
Masonry Prism, half size, compression, UBC 21-17	\$ 120
Mortar Cubes Compressive Strength, C 109	\$ 20

REINFORCING AND STRUCTURAL STEEL

Chemical Analysis, A-36, A615	\$ 125
Fireproofing Density Test, UBC 7-6	\$ 50
Hardness Test, Rockwell, A-370	\$ 40
High Strength Bolt, Nut & Washer Conformance, set, A-325	\$ 150
Mechanically Spliced Reinforcing Tensile Test, ACI	\$ 80
Pre-Stress Strand (7 wire), A 416	\$ 150
Reinforcing Tensile or Bend up to No. 11, A 615 & A 706	\$ 85
Structural Steel Tensile Test: Up to 200,000 lbs., A 370	\$ 100
Welded Reinforcing Tensile Test: Up to No. 11 bars, ACI	\$ 80

CONCRETE

Concrete Core Absorption ASTM C 497 Method A	\$ 85
Concrete Core Compressive Strength, C 42, T 24-93	\$ 90
Concrete Coring Minimum Charge	\$ 300
Concrete Laboratory Mix Verification, excluding cylinders	\$ 600
Concrete Mix Design	\$ 2,000
Compression Tests, 6x12, 4x8 Cylinder, C 39, T 22-92	\$ 20
Drying Shrinkage, C 157	\$ 300
Flexural Test, C 78	\$ 90
Gunite/Shotcrete, Panels, 3 cut cores per panel and test, ACI	\$ 200
Lightweight Concrete Fill Compression, C 495	\$ 40
Measurement of Concrete Cores, ASTM C 174	\$ 20
Rapid Chloride Permeability, C 1202	\$ 425
Splitting Tensile Strength, C 496	\$ 100
Time of Setting of Cement by Vicat Needle, C 191	\$ 250

ASPHALT

Asphalt Mix Design Review	\$ 400
Asphalt Mix Design, 5 points, Tex	\$ 1,500
Asphalt Content/Gradation (Ignition Oven), T 308, D 6307	\$ 250
Bulk Density Lab Molded Samples, Tex 207F (per set)	\$ 50
Bulk Specific Gravity per specimen (non-absorptive), D 2726	\$ 50
Bulk Specific Gravity per specimen (coated), D 1188	\$ 75
Compressive Strength of Hot Mix Asphalt, T 167	\$ 275
Extraction, % Asphalt, including Gradation, D 2172, T 164-94	
T 30-93, Tex 210F	\$ 250
Hveem Stability and Unit Weight CTM or ASTM, CT 366	\$ 200
Gyratory Compactor (set of two)	\$ 300
Hveem Stability, Tex 208F (per set)	\$ 90
Marshall Mix Verification, Flow and Unit Weight, (set of 3) T 245-94	\$ 250
Marshall Mix Design	\$ 3,500
Maximum Theoretical Unit Weight, D 2041, CT 309, Tex 227F	\$ 150
Molding Specimens, Tex 206F (per set)	\$ 55
Tensile Strength Ratio D 4867, T283	\$ 350
SuperPave Mix Design	\$ 4,000

AGGREGATES

Absorption, Coarse, C 127	\$ 50
Absorption, Fine, C 128	\$ 80
Alkali Reactivity, C 1260	\$ 750
Alkali-Silica Reactivity, C 1567	\$ 750
Clay Lumps and Friable Particles, C 142	\$ 100
Fractured Faces, NDOT, T 2303, ARIZ 212e	\$ 155
Los Angeles Abrasion, C 131 or C 535	\$ 200
Moisture, C 566, T 255-92	\$ 30
Mortar make properties of fine aggregate, C 87	\$ 300
Organic Impurities, C 40	\$ 60
Sand Equivalent, D 2419, T 176	\$ 90
Sieve Analysis, Coarse Aggregate, C 136	\$ 100
Sieve Analysis, Fine Aggregate (included wash), C 136	\$ 100
Sodium Sulfate Soundness (per size fraction), C 88	\$ 285
Specific Gravity, Coarse, C 127	\$ 130
Specific Gravity, Fine, C 128	\$ 130
Unit Weight C 29, T 19	\$ 50

Special preparation of standard test specimens will be charged at the technician's hourly rate.
Ninyo & Moore is accredited to perform the AASHTO equivalent of many ASTM test procedures.

07. LABORATORY & TECHNICIAN CERTIFICATIONS



07. LABORATORY & TECHNICIAN CERTIFICATIONS

LABORATORY CERTIFICATIONS

SOCOTEC's local state-of-the-art in-house laboratory is well-staffed, supervised by a registered civil engineer, and meets the general requirements of ASTM E329, ASTM C1077, ASTM D3740, and ASTM D3666. Our in-house laboratory capabilities allow for faster turnaround on test results, improved responsiveness to project needs, and tighter quality control throughout the testing and reporting process. Laboratory testing equipment is calibrated annually utilizing equipment traceable to the National Institute of Standards and Technology (NIST) and is regularly inspected by the Cement and Concrete Reference Laboratory (CCRL), American Association of State Highway and Transportation Officials Materials Reference Laboratory (AMRL), and the Utah Department of Transportation (UDOT). SOCOTEC's laboratory is independently accredited by AASHTO re:source, supporting compliance with applicable ASTM and AASHTO re:source testing standards. Additionally, SOCOTEC has the resources to establish an on-site mobile laboratory, as required by project specifications or to reduce sample transportation time and support expedited testing and reporting.



SELECT LAB CAPABILITIES

- 200 Wash
- Asphalt Content and Density (Hveem Marshall & Rice)
- California Bearing Ratio
- Compressive Strength of Masonry Prisms
- Concrete Masonry Unit Conformance
- Direct Shear
- Expansion Index
- Expansive Potential and Pressure of Soil
- Gradation Analysis
- Hydroconsolidation
- Masonry Core Shear Strength
- Permeability
- Reinforcing Steel Bend Testing
- R Value
- Slab Moisture Vapor Emission
- Specific Gravity of Fine and Course Aggregates
- Triaxial Compression
- Wet Track Abrasion Testing for Slurry Seal And REAS
- Asphalt Concrete In-Situ Density, Oil Content And Gradation
- Atterberg Limits
- California Impact Test
- Compressive Strength Testing of Concrete, Mortar And Grout
- Consolidation
- Emulsion and Moisture Content of Slurry Seal and REAS
- Expansion Potential
- Flexural Strength of Concrete Beams
- High Strength Bolt Hardness and Tensile Testing
- In Place Moisture and Density
- Organic Content of Soil
- Proctor Density
- Roof Tile Strength Conformance Testing
- Sand Equivalent
- Soil Corrosivity
- Tensile Strength of Steel Coupons
- Unconfined Compression of Remold Soils
- Yield, Tensile, Elongation Properties of Reinforcing Steel



07. LABORATORY & TECHNICIANS CERTIFICATIONS

LABORATORY CERTIFICATIONS

SOCOTEC maintains a comprehensive quality assurance program supported by certified field and laboratory personnel. Our technicians, inspectors, and engineering staff maintain industry-recognized certifications applicable to construction materials testing, special inspections, and quality assurance services, including certifications through ACI, ICC, WAQCT, AWS, and other recognized organizations. The following summarizes SOCOTEC's laboratory accreditations and relevant technician certifications supporting the proposed scope of services. Copies of certifications for key personnel are included in the following pages, and additional certifications are available upon request.

Curtis Parker, ACI, WAQTC | Lead Field Technician

AMERICAN CONCRETE INSTITUTE

This is to certify that

CURTIS J PARKER

*has demonstrated knowledge and ability by
successfully completing the ACI Certification
requirements and is hereby recognized as an*

ACI Aggregate Testing Technician - Level 1

Certified Date: 01/30/2025 Expires: 01/29/2030

Examiner of Record: EVAN D COPE

John W. M. H. L.
ACI Managing Director of Certification

The Authenticity of this certification can be verified at www.ACICertification.org/verify

AMERICAN CONCRETE INSTITUTE

This is to certify that

CURTIS J PARKER

*has demonstrated knowledge and ability by
successfully completing the ACI Certification
requirements and is hereby recognized as an*

ACI Self-Consolidating Concrete Testing Technician

Certified Date: 08/30/2022 Expires: 08/29/2027

Examiner of Record: EVAN D COPE

John W. M. H. L.
ACI Managing Director of Certification

The Authenticity of this certification can be verified at www.ACICertification.org/verify

07. LABORATORY & TECHNICIANS CERTIFICATIONS

Curtis Parker, ACI, WAQTC | Lead Field Technician (continued)



WAQTC Certification Database

Data Updated On
5/26/2026 6:08:25 PM

Select a Certification

Filter by Year Acquired

Filter by Organization

Search for Person

All

All

All

Person Full Name	WAQTC	Certification	ORGANIZATION	Job Title	Acquired On	Expires On
Curtis Parker	161258	Embankment Plus and Base (WAQTC)	Ninyo & Moore	Construction Services Coordinator	03/23/2023	03/31/2028
Curtis Parker	161258	Aggregate Plus (WAQTC)	Ninyo & Moore	Construction Services Coordinator	07/10/2024	07/31/2029
Curtis Parker	161258	Asphalt II (WAQTC)	Ninyo & Moore	Construction Services Coordinator	07/31/2024	07/31/2029
Curtis Parker	161258	Concrete (WAQTC)	Ninyo & Moore	Construction Services Coordinator	08/26/2025	02/13/2030

Colin Morin, ACI, WAQTC | Laboratory Manager



American Concrete Institute
Always advancing

Home > Certification > Verify A Certification

Verify A Certification

SEARCH RESULTS

Name: Morin

Your search returned 17 records.

Colin F Morin

ACI Concrete Strength Testing Technician

Started: November 20, 2024

Expires: November 19, 2029

Salt Lake City, UT 84109 United States

Colin F Morin

ACI Aggregate Base Testing Technician

Started: April 30, 2025

Expires: April 29, 2030

Salt Lake City, UT 84109 United States

Colin F Morin

ACI Concrete Field Testing Technician – Grade I

Started: March 29, 2024

Expires: March 28, 2029

Salt Lake City, UT 84109 United States

Colin F Morin

ACI Concrete Laboratory Testing Technician - Level 1

Started: January 30, 2025

Expires: January 29, 2030

Salt Lake City, UT 84109 United States

Colin F Morin

ACI Aggregate Testing Technician - Level 1

Started: January 30, 2025

Expires: January 29, 2030

Salt Lake City, UT 84109 United States



WAQTC Certification Database

Data Updated On
5/26/2026 6:08:12 PM

Select a Certification

Filter by Year Acquired

Filter by Organization

Search for Person

All

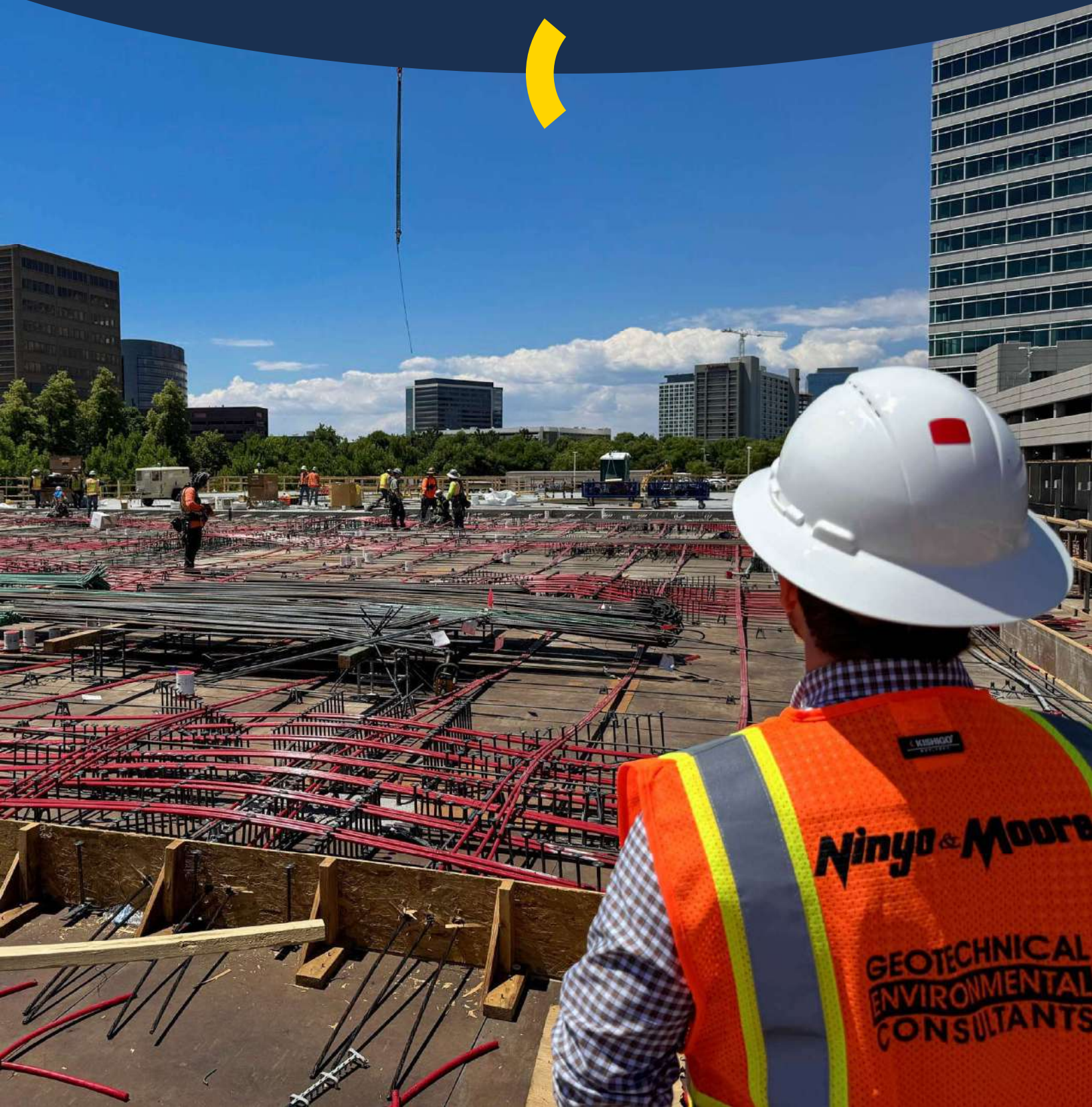
All

All

Person Full Name	WAQTC	Certification	ORGANIZATION	Job Title	Acquired On	Expires On
Colin Morin	163243	Aggregate Plus (WAQTC)	Ninyo & Moore	None	05/10/2023	05/31/2028
Colin Morin	163243	Embankment Plus and Base (WAQTC)	Ninyo & Moore	None	05/11/2023	05/31/2028
Colin Morin	163243	Concrete (WAQTC)	Ninyo & Moore	None	01/21/2025	03/28/2029
Colin Morin	163243	Asphalt II (WAQTC)	Ninyo & Moore	None	05/20/2025	05/31/2030

08.

ESTIMATED TOTAL PROJECT FEE & UNIT RATES



08. ESTIMATED TOTAL PROJECT FEE & UNIT RATES

ESTIMATED TOTAL PROJECT FEE

Table 1 - Base Bid: Breakdown of Estimated Fee						
Field Services						
Field Technician	800 hours	@	\$	50.00 /hour	\$	40,000.00
ICC Special Inspector	600 hours	@	\$	70.00 /hour	\$	42,000.00
CWI (Welding Inspector-NDT)	120 hours	@	\$	90.00 /hour	\$	10,800.00
CWI (Welding Inspector-Ultrasonic testing)	40 hours	@	\$	140.00 /hour	\$	5,600.00
Subtotal					\$	98,400.00
Laboratory Testing						
Estimated sum for laboratory testing of construction materials					\$	13,370.00
Subtotal					\$	13,370.00
Reimbursables						
Field Vehicle	1520 hours	@	\$	12.00 /hour	\$	18,240.00
Equipment	1520 hours	@	\$	12.00 /hour	\$	18,240.00
Subtotal					\$	36,480.00
Project Management, Data Processing, Reimbursables						
Project Manager			10% Add-On to Monthly Invoice			
Data Processor						
Subtotal					\$	-
TOTAL ESTIMATED FEE					\$	148,250.00



08. ESTIMATED TOTAL PROJECT FEE & UNIT RATES

UNIT RATES

Hourly & Unit Rates

***Please fill out **ALL** highlighted cells below:

1.0 SITE DEVELOPMENT

1.1 Soils - Field

1.1.1 Technician - Soils Compaction Testing

Hourly Rate

hr. \$ 62.00

1.1.5 Technician - Soils Sampling

hr. \$ 62.00

1.2 Asphalt Testing - Field

1.2.1 Technician - Asphalt Testing

hr. \$ 62.00

1.2.2 Technician - Asphalt Runner

hr. \$ 50.00

1.3 ICC Special Inspection

1.3.1 Inspector - ICC Soils - Geopiers

hr. \$ 70.00

1.3.2 Inspector - ICC Soils - Proof Roll

hr. \$ 70.00

1.4 Site Development - Laboratory

1.4.1 Soils

1.4.1.1 Moisture Density Relationship

Test Method Unit/Measure Unit Rate
ASTM D1557 (each) \$ 200.00

1.4.1.2 Atterberg Limits Test

ASTM D4318 (each) \$ 100.00

1.4.1.2 Sieve Analysis

ASTM C136 (each) \$ 100.00

1.4.1.3 Specific Gravity/Rock Correction

ASTM C127 (each) \$ 130.00

1.4.2 Asphalt

1.4.2.1 Theoretical Max Density (Rice)

ASTM 2041 (each) \$ 150.00

1.4.2.2 Marshall, Stability and Flow

ASTM D1559 (each) \$ 250.00

1.4.2.3 Extraction/Gradation

ASTM D2172 (each) \$ 250.00

2.0 CONCRETE

2.1 ICC Special Inspection - Field

2.1.1 Inspector - ICC Reinforced Concrete

hr. \$ 70.00

2.1.2 Inspector - ICC Post-Tension Concrete

hr. \$ 70.00

2.1.3 Inspector - Adhesive / Mechanical Anchors

hr. \$ 70.00

2.2 ACI Concrete Testing - Field

2.2.1 Technician - ACI Concrete Testing

hr. \$ 62.00

2.2.2 Technician - ACI Concrete Sample Pick Up

hr. \$ 50.00

2.2.3 Technician - Floor Flatness / Levelness

hr. \$ 62.00

2.3 ACI Concrete Testing - Laboratory

2.3.1 ACI Compressive Strength of Concrete

Unit/Measure Unit Rate
(Sets of 5 Cylinders) \$ 100.00

3.0 MASONRY

3.1 ICC Special Inspection - Field

3.1.1 Inspector - ICC Structural Masonry

Hourly Rate

hr. \$ 70.00

3.2 Masonry Testing - Laboratory

3.2.1 Masonry Prisms

Test Method Unit/Measure Unit Rate
ASTM C1314 (sets of 3) \$ 360.00

3.2.2 Compressive Strength Grout

(sets of 4) \$ 80.00

3.2.3 Compressive Strength Mortar

(sets of 3) \$ 60.00

4.0 STRUCTURAL STEEL

4.1 AWS / ICC Inspection - Field

4.1.1 Welding Inspector - AWS Structural Steel

hr. \$ 90.00

4.1.2 Welding Inspector - AWS Ultrasonic Testing

hr. \$ 140.00

4.1.3 Inspector - ICC Structural Steel & Bolting

hr. \$ 82.00

4.1.4 Inspector - ICC Spray Applied Fire Proofing

hr. \$ 70.00

4.2 Misc. Field and Laboratory

Test Method Unit/Measure Unit Rate

SOCOTEC

08. ESTIMATED TOTAL PROJECT FEE & UNIT RATES

4.2.1 High Strength Grout			
4.2.1.1 Compressive Strength Grout	ASTM C39	(sets of 3)	\$ 60.00
4.2.2 Spray Applied Fireproofing			
4.2.2.2 Density Testing		(each)	\$ 50.00
4.2.2.3 Adhesion/Cohesion Testing		(each)	\$ 20.00

5.0 STRUCTURAL WOOD INSPECTION

5.1 ICC / IBC Shear Wall & Roof Sheathing - Field

5.1.1 Commercial Building Inspector - Shear Wall	hr.	\$ 90.00
5.1.2 Special Inspector - Fire Caulking	hr.	\$ 70.00

6.0 TRANSPORTATION

6.1 Vehicle Charges

6.1.1 Mileage	Per Mile	\$ 0.76
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7.0 PROJECT ADMINISTRATION

7.1 Management

7.1.1 Project Management (Including daily field and laboratory report review)	hr.	\$ 110.00
7.1.2 Project Engineer	hr.	\$ 180.00

7.2 Clerical

7.2.1 Daily Field and Laboratory Reports	hr.	\$ 35.00
7.2.2 Clerical (Tasks other than normal daily field and laboratory reports)	hr.	\$ 35.00

8.0 Other Testing & Inspections Required Per Construction Documents & Specifications

8.1 Misc.

8.1.1 Floor Flatness/Levelness	Unit or Hourly Type	Cost
8.1.2 Description	Hourly \$	50.00
8.1.3 Description	\$	-
8.1.4 Description	\$	-
8.1.5 Description	\$	-
8.1.6 Description	\$	-
8.1.7 Description	\$	-
8.1.8 Description	\$	-
8.1.9 Description	\$	-
8.1.10 Description	\$	-
8.1.11 Description	\$	-
8.1.12 Description	\$	-
8.1.13 Description	\$	-
8.1.14 Description	\$	-
8.1.15 Description	\$	-

Estimated Total Project Fee	\$ 148,250.00
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CONTACT ERIC ELISON, PE

Tel: 801 973 2500 ext. 11501

E-mail: Eric.Elison@socotec.us

www.socotec.us

WHEN RECORDED, RETURN TO:
 Draper City Recorder
 1020 East Pioneer Road, Draper, Utah 84020
 Tax Parcel No. [] (Leasehold)

**STORMWATER DRAINAGE FACILITIES
 ACCEPTANCE, MAINTENANCE AND EASEMENT AGREEMENT**

(The Point – Event Center Subcampus)

THIS STORMWATER DRAINAGE FACILITIES ACCEPTANCE, MAINTENANCE AND EASEMENT AGREEMENT (this “**Agreement**”) is made and entered into as of _____, 20__ (the “**Effective Date**”), by and between the **CITY OF DRAPER**, a municipal corporation and political subdivision of the State of Utah (the “**City**”), and **POINT PHASE I PUBLIC INFRASTRUCTURE DISTRICT NO. 1**, a public infrastructure district and political subdivision of the State of Utah organized under Utah Code Ann. Title 17D, Chapter 4 (the “**District**” or “**Owner**”). The City and Owner are each a “**Party**” and collectively the “**Parties.**”

RECITALS

- A. The State of Utah, acting by and through the Division of Facilities Construction and Management (“**DFCM**”), is the fee simple owner of certain real property located within the corporate limits of the City and commonly known as The Point (the “**Project**”).
- B. The Point of the Mountain State Land Authority (“**POMSLA**”), an independent entity of the State of Utah created under Utah Code Ann. §§ 11-59-101 *et seq.*, is the designated land use authority for the Project and is responsible for the planning, management and implementation of the development of the Project.
- C. The City and POMSLA entered into that certain Interlocal Cooperation Agreement dated September 25, 2025 (the “**ILA**”), pursuant to which, among other things, the City agreed to provide Public Services to the Project and POMSLA agreed to cause the construction and dedication of certain Dedicated Public Improvements, including public roads and storm management facilities, to the City. Capitalized terms used and not otherwise defined in this Agreement have the meanings given in the ILA.
- D. Owner holds a leasehold interest in that certain portion of the Project described on Exhibit A attached hereto (the “**Owner Property**”) being Lot 5 of The Point Phase 1, Amending Parcel 1, The Point Subdivision, recorded August 5, 2026 as Entry No. 14579214, Book 2026P, Page 220, Salt Lake County Recorder, containing approximately 4.740 acres, pursuant to that certain Ground Lease Agreement [Event Venue] dated June 12, 2025 by and between POMSLA, as lessor, and Owner, as lessee (the “**Ground Lease**”), a Memorandum of which is recorded as Entry No. 14400690. The Owner Property constitutes the event center subcampus within the Project.

- E. POMSLA has caused to be designed and constructed certain public streets within the Project that are adjacent to and surround the Owner Property and that are intended to be dedicated to and accepted by the City as Dedicated Public Improvements (the “**Adjacent Public Streets**”).
- F. The regional storm drainage system serving the Project does not have available capacity to receive and detain the stormwater runoff generated by the Adjacent Public Streets. As more particularly described in that certain The Point Event Venue Technical Drainage Study prepared by Kimley-Horn and Associates, Inc., dated October 6, 2026, Version 3 (the “**Drainage Report**”), and as shown on the Overall Grading and Drainage Plan (Sheet C3.00) and related sheets prepared by Kimley-Horn for Point Phase 1 Public Infrastructure District No. 1, the storm drainage system was designed so that stormwater runoff from the Adjacent Public Streets is conveyed to and detained within two subsurface detention systems located on the Owner Property.
- G. The City is unwilling to own, operate or maintain storm drainage facilities located upon privately held property, and Owner is unwilling to have the City own or control facilities located upon the Owner Property. The Parties have therefore agreed that (i) Owner will accept the stormwater runoff from the Adjacent Public Streets, and (ii) Owner will own, operate, maintain, repair and replace the subsurface detention systems and the related drainage facilities located upon the Owner Property, at Owner’s sole cost and expense and without cost or contribution from the City, all upon the terms and conditions set forth herein.
- H. The City has determined that the arrangement set forth in this Agreement is in the best interest of the public health, safety and welfare, satisfies the requirements of the Draper City Code and the Draper City Engineering Standards, each as in effect on the Effective Date, applicable to the storm drainage system serving the Adjacent Public Streets, and constitutes the City’s approval, in its sole discretion, of a deviation from the City’s standards as contemplated by Sections 5.1.4 and 5.2.2 of the ILA.
- I. The Parties acknowledge that the ILA, at Section 3.2, already contemplates the exclusion from the City’s Public Services obligations of the O&M and Repair and Restoration of a stormwater system located within a defined area of the Project, and the Parties intend that this Agreement effect a comparable allocation with respect to the Private Drainage Facilities.
- J. Each of the City and the District is a political subdivision of the State of Utah. The Parties therefore intend that this Agreement be approved, reviewed as to form, and filed in accordance with the Utah Interlocal Cooperation Act, Utah Code Ann. §§ 11-13-101 *et seq.*, as provided in Section 14 below.

NOW, THEREFORE, in consideration of the foregoing Recitals, which are incorporated herein by this reference, and the mutual covenants and promises set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. DEFINITIONS. As used in this Agreement, the following terms have the following meanings:

- 1.1 “Annual Certification”** means the written certification described in Section 5.4, in substantially the form attached as Exhibit F.

- 1.2 “City Drainage Facilities”** means all storm drainage facilities located within the Adjacent Public Streets or other public right-of-way upstream of the Point of Demarcation, including curb inlets, catch basins, manholes, and storm drain pipe, all of which shall be owned, operated, maintained, repaired and replaced by the City.
- 1.3 “Design Storm”** means the design storm event(s) specified in the Drainage Report, being (a) for water quality treatment, the 80th percentile storm depth for Draper of 0.43 inches, requiring a water quality volume of 7,775 cubic feet; (b) for detention volume and release rate, the 10-year, 3-hour event (0.93 inches), at a total allowable release rate from the Owner Property of 0.62 cubic feet per second; and (c) for conveyance, the 10-year, 3-hour event without pressurizing and the 100-year, 3-hour event (1.79 inches) without surcharging, each as more particularly set forth in the Drainage Report. The Parties acknowledge that the Detention Systems are sized to detain the 10-year, 3-hour event in accordance with the Draper City Storm Drain Master Plan and Drainage Design Criteria, and are not sized to detain the 100-year event, the release of which is accommodated within the allowable 100-year release rate for the W13 parcel under the master drainage study for the Project.
- 1.4 “Detention Systems”** means, collectively, the two (2) subsurface stormwater detention systems located on the Owner Property and depicted on Exhibit B, being the system identified in the Drainage Report as Detention 1, located in the northwest quadrant of the Owner Property beneath the Parking Area, with a required detention volume of 8,189 cubic feet and a provided volume of 9,641 cubic feet (the “North System”), and the system identified in the Drainage Report as Detention 2, located west of the venue building adjacent to Momentum Way, with a required detention volume of 7,884 cubic feet and a provided volume of 8,044 cubic feet (the “West System”), the two being hydraulically connected in series such that the West System discharges to the North System and the North System discharges to the City Drainage Facilities, in each case together with the detention chambers or pipe, the stone reservoir and geotextile envelope, the manifolds and headers, the isolator or pretreatment row, the inlet and outlet structures, the outlet control structure and flow control device, the inspection and cleanout ports, the observation wells, the access manholes, and the overflow and bypass structures, as the same may be modified from time to time in accordance with Section 7.
- 1.5 “Manual”** means the Stormwater Drainage Facilities Operation and Maintenance Manual for the Event Center Subcampus attached hereto as Exhibit C, as the same may be amended from time to time in accordance with Section 5.6.
- 1.6 “MS4 Permit”** means the Utah Pollutant Discharge Elimination System (UPDES) Small Municipal Separate Storm Sewer System General Permit issued by the Utah Division of Water Quality under which the City is a permittee, as the same may be amended, renewed or replaced.
- 1.7 “Point of Demarcation”** means each physical point of division between the City Drainage Facilities and the Private Drainage Facilities, comprising (a) each Inflow Demarcation Point, being the downstream face of the last storm drain structure located within the right-of-way of the Adjacent Public Streets at each point where Stormwater enters the

Private Drainage Facilities, and (b) the Outflow Demarcation Point, being the downstream face of the outlet control structure of the North System at the point of discharge to the City Drainage Facilities, each as identified by structure number and depicted on Exhibit B.

- 1.8 “Private Drainage Facilities”** means, collectively, (a) the Detention Systems, and (b) all storm drain pipe, curb inlets, area drains, trench drains, cleanout boxes, combination boxes, manholes and appurtenances located on the Owner Property downstream of the Point of Demarcation and upstream of the point of discharge to the receiving system, all as depicted on Exhibit B.
- 1.9 “Stormwater”** means stormwater runoff, snowmelt runoff, and surface runoff and drainage, and does not include any Prohibited Discharge.
- 1.10 “Prohibited Discharge”** means any discharge to the City Drainage Facilities or the Private Drainage Facilities that is not composed entirely of Stormwater, other than discharges expressly authorized by the MS4 Permit, the Draper City Code, or a separate UPDES permit.
- 1.11 “Parking Area”** means that portion of the Owner Property shown on Exhibit B that is presently improved as surface parking and that Owner presently intends to redevelop as a structured parking facility.
- 1.12 “Interlocal Act”** means the Utah Interlocal Cooperation Act, Utah Code Ann. §§ 11-13-101 et seq., as amended.
- 1.13 “Applicable Standards”** means the Draper City Code and the Draper City Engineering Standards and Specifications governing storm drainage, each as in effect on the Effective Date. Amendments to the Draper City Code or the Draper City Engineering Standards adopted after the Effective Date shall not require the retrofit, replacement or expansion of the Private Drainage Facilities as constructed, or any additional capital expenditure by Owner, except as provided in Section 4.11 or as agreed to by Owner in writing. Nothing in this Agreement limits the City’s authority under Utah Code Ann. § 17D-4-204(1).
- 1.14 “Easement Areas”** means the two (2) discrete areas of the Owner Property depicted and dimensioned on Exhibit B, each comprising the limits of a Detention System together with its outlet control structure, its inspection ports, cleanouts, observation wells and access manholes, and the designated access route serving it. The Easement Areas do not include, and the Drainage Easement does not burden, any other portion of the Owner Property.
- 1.15 “Substantial Completion”** means the point at which the Private Drainage Facilities have been constructed in accordance with the Drainage Report and the approved plans and are capable of performing their intended function, as evidenced by the City’s final inspection and acceptance of the Adjacent Public Streets or, if earlier, the engineer of record’s written certification to that effect.

2. ACCEPTANCE OF STORMWATER; DRAINAGE EASEMENT.

2.1 Acceptance of Stormwater. Owner hereby accepts, and agrees to continue to accept during the term of this Agreement, the Stormwater discharged from the Adjacent Public Streets and the City Drainage Facilities into the Private Drainage Facilities, in the quantities, at the rates, and at the locations described in the Drainage Report. Owner acknowledges that the Private Drainage Facilities have been designed with capacity sufficient to receive, detain and release such Stormwater in accordance with the Design Storm.

2.2 Grant of Drainage Easement. Owner hereby grants and conveys to the City a non-exclusive easement over, under, across and through the **Easement Areas only** (the “**Drainage Easement**”) for the following purposes and no others: (a) discharging Stormwater from the City Drainage Facilities into the Private Drainage Facilities at each Inflow Demarcation Point, (b) the continued existence, detention, conveyance and discharge of such Stormwater within the Private Drainage Facilities, and (c) ingress and egress over the designated access routes, solely for the purpose of exercising the City’s rights under Section 6 or Section 8 and only in the manner and on the conditions stated in those Sections. The Drainage Easement confers no right of general entry upon, or use of, the Owner Property or the Easement Areas. The Drainage Easement is appurtenant to and for the benefit of the Adjacent Public Streets and shall run with the Easement Areas. Owner grants the Drainage Easement out of, and to the full extent of, its leasehold estate under the Ground Lease, and the Drainage Easement shall continue for the term of the Ground Lease, as the same may be extended, and thereafter to the extent provided in Section 2.7.

2.3 No Public Access; No Dedication. The Drainage Easement does not create, and nothing in this Agreement shall be construed to create, any right of public access to or public use of the Owner Property or the Private Drainage Facilities, any dedication of the Owner Property or the Private Drainage Facilities to the public or to the City, or any City ownership interest in the Private Drainage Facilities. No portion of the Owner Property outside the Easement Areas is burdened by this Agreement other than by the covenants expressly stated herein. The Private Drainage Facilities are and shall remain private facilities. The City expressly disclaims any obligation to accept dedication of the Private Drainage Facilities under Section 5.6 of the ILA or otherwise.

2.4 Access Easement to Owner. The City hereby grants to Owner a non-exclusive easement of access over the Adjacent Public Streets as reasonably necessary for Owner to inspect, operate, maintain, repair and replace the Private Drainage Facilities, subject to Owner first obtaining any right-of-way, excavation or traffic control permit required by the Draper City Code.

2.5 City Acceptance of Discharge. In consideration of Owner’s acceptance of Stormwater under Section 2.1, the City hereby accepts, and agrees to continue to accept in perpetuity, at the Outflow Demarcation Point, the Stormwater discharged from the Private Drainage Facilities into the City Drainage Facilities, comprising (a) the controlled release of up to 0.62 cubic feet per second in the 10-year, 3-hour design event, and (b) flows generated by storm events exceeding the 10-year design storm, up to a maximum allowable release rate of 3.70 cubic feet per second during the 100-year design storm event, as established by the master drainage study for the Project for the 6.16-acre subcampus drainage area

within the 12.49-acre W13 parcel. The parties acknowledge that the Detention Systems are designed to detain the 10-year storm event and are not intended to fully detain the 100-year storm event. The City shall maintain the City Drainage Facilities downstream of the Outflow Demarcation Point with capacity sufficient to receive such discharge, and shall not restrict, plug, meter, divert or surcharge the Outflow Demarcation Point or condition its acceptance of such discharge.

2.6 No Additional Capacity. Section 2.5 states the whole of the City's capacity obligation. Nothing in this Agreement obligates the City to provide, reserve or make available capacity in the City Drainage Facilities or in any regional detention facility in excess of the discharge described in Section 2.5, including for any future development, redevelopment or increase in impervious area on the Owner Property.

2.7 Fee Owner Confirmation. Owner acknowledges that its estate in the Owner Property is a leasehold estate and that Owner cannot of its own act grant an easement of longer duration than that estate. Within ninety (90) days after the Effective Date, Owner shall request, and shall use commercially reasonable efforts to obtain, a confirmation and joinder from the Division of Facilities Construction and Management, as fee owner, and from POMSLA, as land use authority, in substantially the form attached as Exhibit E, confirming the Drainage Easement as against the fee estate and confirming that the obligations of Owner under Sections 2 and 4 shall be performed by the fee owner, POMSLA, or a successor lessee that has assumed the same, upon any termination of the Ground Lease. Owner's failure to obtain such confirmation, notwithstanding commercially reasonable efforts, shall not constitute a default under this Agreement.

3. OWNERSHIP AND DIVISION OF RESPONSIBILITY.

3.1 Point of Demarcation. The Point of Demarcation establishes the boundary of each Party's ownership, operation, maintenance, repair and replacement obligations with respect to the storm drainage system serving the Adjacent Public Streets. The City shall own and be solely responsible for the City Drainage Facilities. Owner shall own and be solely responsible for the Private Drainage Facilities. The Parties acknowledge Utah Code Ann. § 17D-4-204(3) and agree, for purposes of Subsection (3)(a)(i) thereof, that the Private Drainage Facilities shall be owned by Owner and shall not belong to the City.

3.2 No Commingled Responsibility. Neither Party shall have any obligation with respect to the facilities on the other side of the Point of Demarcation, except as expressly provided in Section 8 (City Self-Help) and Section 4.6 (Blockage at Demarcation).

3.3 Survey and As-Builts. Within sixty (60) days after the later of the Effective Date and Substantial Completion of the Private Drainage Facilities, Owner shall deliver to the City record drawings (as-builts) of the Private Drainage Facilities, prepared and stamped by a professional engineer licensed in the State of Utah, together with a certification that the Private Drainage Facilities were constructed substantially in accordance with the Drainage Report and are capable of performing in accordance with the Design Storm.

4. OPERATION, MAINTENANCE, REPAIR AND REPLACEMENT.

4.1 Owner Obligation. Owner shall, at Owner's sole cost and expense and without cost, contribution, reimbursement or credit from the City, operate, maintain, repair, restore and replace the Private Drainage Facilities in good working order and in accordance with (a) the Manual, (b) the Drainage Report, and (c) the Applicable Standards. Owner shall engage the contractors and professionals who perform such work in accordance with the Utah Procurement Code, Utah Code Ann. Title 63G, Chapter 6a, and Owner's adopted procurement rules, and the City shall have no right to approve, select or direct Owner's contractors.

4.2 Performance Standard. Owner shall at all times maintain the Private Drainage Facilities so that they continue to receive, detain and release Stormwater from the Adjacent Public Streets in accordance with the Design Storm and the Drainage Report. Owner shall not permit the detention volume, the release rate, the water quality treatment function, or the conveyance capacity of the Private Drainage Facilities to be reduced below the requirements of the Drainage Report. Without limiting the foregoing, Owner shall maintain the Private Drainage Facilities so that, as measured at the annual inspection, the provided detention volume is not less than the required detention volume stated in the Drainage Report (8,189 cubic feet in the North System and 7,884 cubic feet in the West System, as such figures are conformed under Exhibit D), and Owner shall not modify the flow control devices in a manner that would cause the total release rate from the Owner Property (including the release from the Detention Systems) in the 10-year, 3-hour event to exceed 0.62 cubic feet per second.

4.3 Inspections. Owner shall cause the Private Drainage Facilities to be inspected in accordance with the schedule set forth in the Manual, which shall conform to the published inspection and maintenance requirements of the manufacturer of the Detention Systems in effect on the Effective Date, as the Manual may be amended under Section 5.6 and shall provide, at a minimum, for (a) inspection at six (6) month intervals during the first twelve (12) months following Substantial Completion and annually thereafter, with the interval shortened if the inspection records show a rate of sediment deposition that warrants it; (b) performance of the annual inspection by or under the supervision of a professional engineer licensed in the State of Utah; (c) scheduling of each inspection, where practicable, within forty-eight (48) hours following a measurable storm event, and measurement of drawdown performance at any inspection so scheduled; and (d) a full inspection within five (5) business days following any report of surface ponding, standing water at a port or structure, or new settlement or cracking in the surface above a Detention System.

4.4 Pretreatment and Sediment Removal. Owner shall remove accumulated sediment from the isolator or pretreatment row, the inlet and outlet structures, the outlet control structure, and the upstream inlets and cleanout boxes whenever accumulation reaches the threshold specified in the Manual, and in all events not less frequently than specified therein. Owner acknowledges that the Detention Systems are subsurface facilities in which the loss of storage volume to sediment is not visible from the surface and is materially more

disruptive and more costly to correct than in a surface facility, and that maintenance of the pretreatment function is therefore an essential rather than a discretionary element of Owner's obligations under this Agreement. Sediment shall be tested, handled and disposed of in accordance with applicable law.

4.5 Prohibited Discharges. Owner shall not cause or knowingly permit any Prohibited Discharge into the Private Drainage Facilities or the City Drainage Facilities. Owner shall report any observed or suspected Prohibited Discharge, illicit connection, or spill to the City's stormwater coordinator within twenty-four (24) hours of discovery and shall cooperate with the City's investigation and abatement thereof.

4.6 Blockage at Demarcation. If a blockage, failure or surcharge condition occurs at or within ten (10) feet of the Point of Demarcation and the responsible facility cannot reasonably be determined, the Parties shall each dispatch personnel promptly, shall cooperate to clear the condition without regard to the Point of Demarcation, and shall thereafter allocate the cost based on the facility ultimately determined to be the source of the condition. Neither Party shall delay abatement of such a condition pending determination of responsibility.

4.7 Snow Storage. The City shall not stockpile or deposit snow removed from the Adjacent Public Streets upon the Owner Property or upon the surface above either Detention System.

4.8 No Interference by City. The City shall not alter the City Drainage Facilities, or approve any development or redevelopment within the tributary area shown in the Drainage Report, in a manner that increases the rate or volume of Stormwater discharged to the Private Drainage Facilities beyond the Design Storm, without Owner's prior written consent, which consent may be conditioned upon the City or the applicable developer funding any resulting modification to the Private Drainage Facilities.

4.9 Funding. Owner's obligations under this Agreement shall be paid solely from revenues lawfully available to Owner and budgeted by Owner's board for that purpose, and nothing in this Agreement constitutes a debt of Owner, a pledge of any tax or revenue of Owner, or a multiple-fiscal-year financial obligation of Owner beyond amounts so budgeted.

4.10 City Maintenance of the City Drainage Facilities. The City shall operate, maintain, repair and replace the City Drainage Facilities in good working order and in accordance with the Applicable Standards, so that the Stormwater delivered to the Private Drainage Facilities is not degraded in quality or increased in sediment load by deferred maintenance of the City Drainage Facilities. Without limiting the foregoing, the City shall (a) inspect and clean the curb inlets, catch basins and structures, storm drain pipes and flat-slope reaches within the Adjacent Public Streets not less than twice per calendar year, including at least once following the conclusion of the winter deicing season, (b) regularly sweep the Adjacent Public Streets in accordance with the City's street sweeping policy in effect from time to time, and following the conclusion of each winter deicing season, and (c) upon Owner's written request, provide Owner with records of such cleaning and sweeping for the preceding twelve months. If the City fails to perform under

this Section and that failure materially increases the sediment load delivered to the Private Drainage Facilities, the Parties shall meet and confer under Section 13.2 regarding an equitable allocation of the resulting incremental maintenance cost.

4.11 MS4 Status; Changes in Law. (a) Owner is not a permittee, co-permittee or co-operator under the MS4 Permit and assumes no obligation under it by reason of this Agreement; nothing in this Agreement limits any obligation that applies to Owner independently of this Agreement. Owner's obligations in respect of the MS4 Permit are limited to those expressly stated in Section 5, being the maintenance of records, their production to the City on request, and the reasonable cooperation described in Section 5.3. The City, as permittee, remains solely responsible for its own compliance with the MS4 Permit. (b) If a change in federal or state law, or in the terms of the MS4 Permit, would require any modification of the Private Drainage Facilities, any additional treatment, or any material increase in the inspection, maintenance or reporting program, the City shall give Owner written notice and the Parties shall meet and confer under Section 13.2. Nothing in this Section limits the City's authority under Section 1.13 or Utah Code Ann. § 17D-4-204(1) or the City's obligations under applicable law; the Parties shall cooperate in good faith to implement any change that is legally required, including as to a reasonable schedule and the allocation of cost. Owner shall not be obligated to construct additional facilities, provide additional treatment, or incur materially increased cost beyond the program described in the Manual as of the Effective Date except as the Parties agree in writing or as required by applicable law, as provided in this Section 4.11(b).

5. RECORDS, REPORTING AND CERTIFICATION.

5.1 Maintenance Records. Owner shall prepare and retain written records of all inspections, maintenance, repairs and replacements performed on the Private Drainage Facilities, in the forms attached to the Manual, for a period of not less than three (3) years.

5.2 Availability to City. Owner shall make such records available to the City for inspection and copying within ten (10) business days after written request. Owner acknowledges that the City relies upon such records to demonstrate compliance with the MS4 Permit.

5.3 MS4 Cooperation. Owner shall reasonably cooperate with the City in the City's performance of its obligations under the MS4 Permit, including by permitting the City to include the Private Drainage Facilities in the City's post-construction stormwater control inventory and by providing information reasonably requested by the City for the City's annual MS4 report.

5.4 Annual Certification. Owner shall annually deliver to the City an Annual Certification, executed by Owner and by a professional engineer licensed in the State of Utah, certifying that (a) the annual inspection has been performed, (b) all required maintenance has been performed or is scheduled with a stated completion date, and (c) the Private Drainage Facilities remain in compliance with the Design Storm and the Drainage Report.

5.5 Deficiencies. If the Annual Certification identifies any deficiency, Owner shall correct such deficiency within ninety (90) days, or such longer period as may be reasonably needed

where the deficiency cannot reasonably be corrected within that period and Owner has commenced and is diligently pursuing correction.

5.6 Amendment of Manual. The Manual may be amended from time to time by written agreement of the City Engineer and Owner without amendment of this Agreement, provided that no amendment shall reduce the performance standard set forth in Section 4.2.

6. CITY RIGHT OF ENTRY AND INSPECTION.

6.1 Right of Entry. The City and its authorized agents may enter the **Easement Areas only**, at reasonable times during normal business hours, upon not less than forty-eight (48) hours' prior written notice to Owner, solely for the purposes of inspecting the Private Drainage Facilities, verifying compliance with this Agreement, and exercising the City's rights under Section 8. Except where the City has reasonable cause to believe a violation of this Agreement exists, and except in an emergency under Section 8.2, the City shall not enter more than twice in any calendar year. The City shall have no right of entry upon any other portion of the Owner Property, upon the venue building, or upon any area during a ticketed event.

6.2 Manner of Entry. The City shall conduct any entry in a manner that does not unreasonably interfere with the operation of the Owner Property or with any event being conducted thereon, shall comply with Owner's reasonable safety and security requirements, and shall promptly repair any damage to the Owner Property caused by such entry. The City shall coordinate any non-emergency entry with Owner's designated representative.

6.3 No Duty. The City's right of entry and inspection is for the City's benefit only. The City's exercise or non-exercise of that right creates no duty to Owner or to any third party and does not relieve Owner of any obligation under this Agreement.

6.4 Escort and Coordination. Owner may require that any City entry be coordinated with, and escorted by, Owner's designated representative, and may reschedule a non-emergency entry by not more than ten (10) business days to avoid conflict with an event or with construction activity. In an emergency under Section 8.2 the City may enter the Easement Areas without prior notice and without escort, giving Owner such notice as is practicable.

7. MODIFICATIONS AND PROTECTION OF THE FACILITIES.

7.1 No Modification Without Approval. Owner shall not modify, relocate, reconstruct, fill, regrade, or reduce the capacity of the Private Drainage Facilities, and shall not construct any building, structure, footing, foundation, retaining wall, vault or other improvement within the limits of either Detention System, within its stone reservoir or geotextile envelope, or within the Easement Areas, without the prior written approval of the City Engineer, which approval shall not be unreasonably withheld, conditioned or delayed if the proposed modification is supported by a revised drainage analysis, stamped by a professional engineer licensed in the State of Utah, demonstrating that the modified facilities will continue to satisfy the Design Storm and the Drainage Report.

7.2 Surface Use Above the Detention Systems. The Detention Systems were constructed below grade so that the surface above them could be used. Nothing in this Section shall be construed to restrict the ordinary commercial use of that surface.

7.2.1 Permitted without restriction. Owner and its tenants, operators, invitees and contractors may use the surface above the Detention Systems for vehicular traffic, drive aisles, surface parking, rideshare and passenger pick-up and drop-off, loading and circulation; pedestrian use, plaza and queuing areas, and ordinary event crowd loading; landscaping, planters and irrigation within the specified cover depth range, using shallow-rooted plantings; striping, sealcoating, resurfacing and ordinary pavement maintenance, provided inspection ports and covers are protected and reset; snow plowing and snow storage, provided the piles do not bury or obstruct any port, cover or outlet structure and are not placed directly over a storm drain inlet; and temporary event equipment, tents, stages, barricades and vendor setups whose loads do not exceed the design surface loading. No approval, notice or consent of the City is required for any of the foregoing.

7.2.2 Permitted with authorization. The following require Owner's prior written authorization and, where noted, the written concurrence of the engineer of record. They are not prohibited: (a) concentrated or point loads exceeding the design surface loading, including crane and boom-lift outriggers, heavily loaded trailers, ballasted structures and concrete trucks, which are permitted with load-distributing mats or plates designed by a licensed engineer; (b) driving any stake, anchor, auger, bollard, post or footing into the surface above a Detention System; (c) any change to cover depth or pavement section outside the manufacturer's specified range, which requires the concurrence of the engineer of record; and (d) any permanent building, structure, wall, vault, light pole base or sign base above a Detention System, and any excavation, trenching, boring, pile driving or utility installation within the limits of a Detention System or its stone reservoir, each of which requires the concurrence of the engineer of record and, under Section 7.1, the approval of the City Engineer.

7.2.3 Not permitted. Owner shall not permit (a) any inspection port, cleanout, observation well, access manhole or outlet control structure to be obstructed or buried, including temporarily during event load-in and load-out, or (b) any discharge to a storm drain inlet, area drain or trench drain other than Stormwater, including wash-down water, cooler melt, beverage waste, grease, cooking oil, cleaning products, pressure-washing effluent, concrete washout or unpermitted dewatering discharge. Wash-down shall be directed to the sanitary sewer at an approved location, and temporary food service, fuel storage and generator refueling shall be conducted with secondary containment and clear of storm drain inlets.

7.2.4 Design values and exceedances. The design surface loading and the minimum and maximum cover depths for each Detention System are stated on Exhibit B. Owner shall mark the limits of each Detention System on the site plan used by its facilities, operations and event personnel and shall include the limits and the design surface loading in each paving, landscaping, utility and construction contract affecting the Owner Property. If the

design surface loading is exceeded, or if excavation or boring occurs within the limits of a Detention System, Owner shall notify the engineer of record promptly, cause the affected chamber rows to be camera inspected, and report the occurrence and its resolution to the City Engineer with the next Annual Certification.

7.3 Relocation; Future Structured Parking. Owner presently intends to redevelop the Parking Area, beneath which the North System is located, as a structured parking facility. The Parties acknowledge that such redevelopment may require the relocation, reconfiguration or replacement of the North System. Owner may, at Owner's sole cost, relocate or replace the Private Drainage Facilities with alternative facilities, provided that (a) the alternative facilities satisfy the Design Storm and the Draper City Engineering Standards, (b) the City Engineer approves the alternative facilities in writing, and (c) there is no interruption in the receipt, detention and discharge of Stormwater from the Adjacent Public Streets. Upon completion and acceptance of the alternative facilities, the Parties shall amend Exhibit B and, if applicable, relocate the Drainage Easement to correspond to the alternative facilities.

8. DEFAULT; CITY SELF-HELP AND COST RECOVERY.

8.1 Default. Owner shall be in default under this Agreement if Owner fails to perform any obligation hereunder and such failure continues for thirty (30) days after written notice from the City describing the failure with reasonable particularity; provided that if the failure cannot reasonably be cured within thirty (30) days, Owner shall not be in default so long as Owner commences the cure within that period and thereafter diligently prosecutes the cure to completion. A deficiency identified in an Annual Certification shall be governed by the correction period in Section 5.5.

8.2 Emergency. Notwithstanding Section 8.1, if a condition of the Private Drainage Facilities presents an imminent threat to public health, safety, property or the environment, or an imminent risk of flooding of the Adjacent Public Streets or other property, the City may give Owner such notice as is practicable and, if Owner fails to commence corrective action within twenty-four (24) hours (or immediately, if the circumstances so require), the City may proceed under Section 8.3 without further notice.

8.3 City Self-Help. Upon a default under Section 8.1 or an emergency under Section 8.2, the City may, but shall not be obligated to, enter the Owner Property and perform the required inspection, maintenance, repair, restoration or replacement. The City shall perform only such work as is reasonably necessary to correct the condition and shall restore the Owner Property to substantially its prior condition.

8.4 Cost Recovery. Owner shall reimburse the City for all reasonable and documented out-of-pocket costs incurred by the City under Section 8.3 within thirty (30) days after the City's written demand accompanied by reasonable supporting documentation.

8.5 Remedies Cumulative. The remedies set forth in this Section 8 are cumulative and in addition to all other remedies available at law or in equity, including specific performance and injunctive relief.

8.6 Owner Remedies. If the City fails to perform any obligation under this Agreement, Owner may, after written notice and a thirty (30) day cure period, pursue any remedy available at law or in equity, subject to the Governmental Immunity Act of Utah.

9. COVENANT RUNNING WITH THE LAND; TRANSFERS.

9.1 Covenant. The covenants, conditions, restrictions and easements set forth in this Agreement are intended to and shall constitute covenants running with the land, shall burden Owner's leasehold interest in the Owner Property and shall benefit the City and the Adjacent Public Streets, and shall be binding upon and inure to the benefit of the Parties and their respective successors, assigns, transferees, sublessees and any person or entity acquiring any interest in the Owner Property or in the leasehold estate created by the Ground Lease.

9.2 Recordation. This Agreement shall be recorded in the office of the Salt Lake County Recorder against the Owner Property promptly following the Effective Date, and shall be indexed against the leasehold estate evidenced by the Memorandum of Ground Lease. The Parties acknowledge that Article XXVII of the Ground Lease provides that the Ground Lease itself shall not be recorded. Owner shall pay all recording costs. Owner shall cause the legal description at Exhibit A to conform to Lot 5 as platted before recordation. Only this Agreement and Exhibits A and B shall be recorded. Exhibits C, D, E and F are incorporated into this Agreement by this reference with the same effect as if set forth in full, are not recorded, shall be retained by each Party, and shall be furnished by Owner to the City or to any transferee upon request. An amendment of the Manual made in accordance with Section 5.6, or a revision of the Drainage Report, shall not require any amendment to or re-recording of this Agreement. The Parties shall file executed counterparts of all Exhibits with their respective keepers of records as required by Utah Code Ann. § 11-13-209, and a recorded statement shall identify where Exhibits C, D, E and F are maintained.

9.3 No Transfer Without Assumption. Owner shall not sell, assign, transfer, sublease or otherwise convey all or any portion of its interest in the Owner Property, or of the leasehold estate created by the Ground Lease, unless the transferee first executes and delivers to the City a written assumption, in form reasonably acceptable to the City Attorney, of all of Owner's obligations under this Agreement with respect to the transferred interest. Any purported transfer in violation of this Section 9.3 shall be void as against the City. This Section 9.3 shall not apply to a Permitted Entity Assignment as defined in Article XV of the Ground Lease, provided that the obligations of Owner under this Agreement shall continue to bind the assignee by operation of Section 9.1.

9.4 Release of Transferor. Upon the City's receipt of an assumption satisfying Section 9.3, and provided Owner is not then in default, the transferring Owner shall be released from obligations under this Agreement first arising after the date of such transfer with respect

to the transferred interest. No transfer shall release Owner from any obligation arising prior to the transfer. In addition, Owner shall be released from obligations first arising after (a) the expiration or termination of the Ground Lease as to the Owner Property, subject to Section 2.7 and Exhibit E, or (b) the transfer of the Private Drainage Facilities and Owner's obligations to a successor entity in connection with Owner's dissolution under Utah Code Ann. § 17D-4-401, provided such successor has assumed this Agreement in accordance with Section 9.3.

9.5 Termination of Ground Lease. If the Ground Lease terminates or expires for any reason, Owner shall give the City written notice thereof not less than thirty (30) days in advance (or, if such advance notice is not possible, promptly upon Owner's knowledge thereof), and Owner shall use commercially reasonable efforts to cause the successor lessee, or the lessor, to assume the obligations of Owner under this Agreement in accordance with Section 9.3.

9.6 Owner Representation. Owner represents and warrants that (a) Owner holds a valid leasehold interest in the Owner Property under the Ground Lease, (b) Owner is duly organized and validly existing as a public infrastructure district under Utah Code Ann. Title 17D, Chapter 4, and has full power and authority under its organizing documents and applicable law to execute, deliver, record and perform this Agreement, (c) except for the confirmation and joinder contemplated by Section 2.7, Owner has obtained all consents required under the Ground Lease and under Article XV thereof to execute, deliver, record and perform this Agreement, (d) there is no leasehold mortgage encumbering the Owner Property as of the Effective Date, and (e) this Agreement has been approved by the governing body of Owner and is enforceable against Owner in accordance with its terms.

10. INSURANCE AND INDEMNIFICATION.

10.1 Insurance. Owner shall maintain liability coverage applicable to the Private Drainage Facilities, whether through commercial insurance, participation in a governmental risk pool, or a program of self-insurance permitted by law, in such amounts as Owner's board determines in accordance with Utah Code Ann. § 63G-7-801, and shall furnish evidence thereof to the City upon request. Owner shall require each contractor performing work on the Private Drainage Facilities to carry commercial general liability insurance naming the City as an additional insured.

10.2 Allocation of Liability. Each Party is a governmental entity under the Governmental Immunity Act of Utah, Utah Code Ann. § 63G-7-101 *et seq.*. Consistent with the Act, each Party is responsible and liable for its own wrongful or negligent acts and those of its officers, employees and agents, and, except as provided in Utah Code Ann. § 63G-7-301 as to contractual obligations, neither Party waives any defense or any limitation of liability available under the Act. As between the Parties, and to the extent permitted by law, each Party is responsible for claims to the extent caused by the negligent or wrongful acts or omissions of that Party or its officers, employees and agents in connection with the facilities it owns under Section 3.1, in each case subject to the Act. Owner shall

require each contractor performing work on the Private Drainage Facilities to indemnify and defend the City to the fullest extent permitted by law.

10.3 City Responsibility. The City shall be responsible for its own negligent or wrongful acts in connection with the City Drainage Facilities and the exercise of its rights hereunder, subject to and to the extent provided by the Governmental Immunity Act of Utah, Utah Code Ann. § 63G-7-101 *et seq.*. Nothing in this Agreement constitutes a waiver of the City's governmental immunity or of any limitation of liability provided by that Act.

11. RELATIONSHIP TO THE ILA AND THE PROJECT.

11.1 City Approval of Deviation. The City confirms that this Agreement constitutes the City's written approval, in its sole discretion, of the storm water system serving the Adjacent Public Streets as described in the Drainage Report, as a deviation from the City's standards pursuant to Sections 5.1.4 and 5.2.2 of the ILA, and that the City shall not withhold acceptance of the dedication of the Adjacent Public Streets on the basis of the location of the Private Drainage Facilities upon the Owner Property.

11.2 Acceptance of Easement. The City acknowledges and agrees that the Drainage Easement and any related easement burdening or benefiting the Adjacent Public Streets is an easement that the City accepts pursuant to Section 5.6.1 of the ILA.

11.3 No Amendment of ILA. This Agreement is not an amendment of the ILA and does not modify the rights or obligations of the City or POMSLA thereunder. In the event of a conflict between this Agreement and the ILA as to the matters addressed herein, this Agreement shall control as between the City and Owner.

11.4 POMSLA Acknowledgment. POMSLA joins in this Agreement solely for the purposes of (a) acknowledging the allocation of responsibility set forth herein, (b) confirming that the Private Drainage Facilities are not Dedicated Public Improvements under the ILA, and (c) confirming that POMSLA shall not approve any modification to the Basis of Design or to the Project that would increase Stormwater flows to the Private Drainage Facilities beyond the Design Storm without Owner's and the City's written consent. POMSLA further joins in this Agreement, as the creating entity of Owner under Utah Code Ann. § 17D-4-201, to consent, for purposes of Utah Code Ann. § 17D-4-203(2)(b) and Section V.A of the Governing Document for Point Phase 1 Public Infrastructure District Nos. 1 through 9, to Owner's entry into and performance of this Agreement, including Owner's operation and maintenance of the Private Drainage Facilities.

11.5 Third-Party Beneficiaries. Except as expressly provided in Section 11.4, this Agreement is for the sole benefit of the Parties and their permitted successors and assigns, and no other person or entity shall have any right of action hereunder.

12. TERM AND TERMINATION.

12.1 Term. This Agreement shall commence on the Effective Date and shall continue for a term of fifty (50) years from the Effective Date, unless earlier terminated in accordance with

Section 12.2, and may be extended by written amendment of the Parties approved in the manner required by the Interlocal Act.

12.2 Termination. This Agreement may be terminated only (a) by written agreement of the Parties, executed and recorded, or (b) upon the City's written confirmation that the Adjacent Public Streets no longer discharge Stormwater to the Private Drainage Facilities and that alternative facilities acceptable to the City have been constructed and accepted.

12.3 Survival. Sections 8.4, 10.2 and 10.3 shall survive the termination of this Agreement as to matters arising prior to termination.

13. GENERAL PROVISIONS.

13.1 Notices. All notices shall be in writing and shall be deemed given upon personal delivery, upon confirmed delivery by a nationally recognized overnight courier, or three (3) days after deposit in the United States mail, certified, postage prepaid, addressed as set forth below the signature blocks, or to such other address as a Party may designate by notice.

13.2 Dispute Resolution. Prior to instituting any legal action, the Parties shall meet and confer within thirty (30) days of written notice of a dispute. This Section does not apply to, and shall not delay, the City's exercise of its rights under Section 8.2 (Emergency).

13.3 Governing Law; Venue. This Agreement shall be governed by the laws of the State of Utah. Venue for any action shall be the Third Judicial District Court, Salt Lake County.

13.4 Attorneys' Fees. In any action to enforce this Agreement, the prevailing Party shall be entitled to recover its reasonable attorneys' fees and costs.

13.5 Entire Agreement; Amendment. This Agreement, together with its Exhibits, constitutes the entire agreement of the Parties with respect to the subject matter hereof. This Agreement may be amended only by a written instrument executed by both Parties and recorded, except that the Manual may be amended as provided in Section 5.6.

13.6 Severability. If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall continue in full force and effect.

13.7 No Waiver. No delay or failure to exercise any right shall constitute a waiver thereof. No waiver shall be effective unless in writing.

13.8 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one instrument. Signatures delivered electronically shall be deemed original signatures.

13.9 Authority. Each person executing this Agreement represents that he or she is duly authorized to do so and to bind the Party on whose behalf he or she signs.

13.10 Further Assurances. Each Party shall execute such further documents and take such further actions as may be reasonably necessary to carry out the intent of this Agreement.

13.11 Exhibits. The following Exhibits are attached hereto and incorporated herein by this reference: Exhibit A (Legal Description of Owner Property); Exhibit B (Facilities Exhibit

and Point of Demarcation); Exhibit C (Operation and Maintenance Manual); Exhibit D (Drainage Report); Exhibit E (Form of Joinder — reserved); Exhibit F (Form of Annual Certification).

14. INTERLOCAL COOPERATION ACT.

14.1 Approval. This Agreement shall be approved by the governing body of each Party pursuant to Section 11-13-202.5 of the Interlocal Act.

14.2 Form. This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each Party pursuant to Section 11-13-202.5 of the Interlocal Act.

14.3 Filing. A duly executed original counterpart of this Agreement shall be filed with the keeper of records of each Party pursuant to Section 11-13-209 of the Interlocal Act. This Agreement shall not take effect until it has been (a) approved by the governing body of each Party as required by Section 11-13-202.5 of the Interlocal Act, (b) submitted to and reviewed by the attorney authorized to represent each Party under Section 11-13-202.5(3), and (c) filed with the keeper of records of each Party. The Effective Date shall be the date on which the last of the foregoing has occurred.

14.4 No Separate Entity; No Joint Property. No separate legal entity is created by this Agreement. No real or personal property shall be acquired jointly by the Parties as a result of this Agreement.

14.5 Administrative Board. Pursuant to Section 11-13-207 of the Interlocal Act, an officer vested with the executive power from the City and from Owner are hereby designated as the joint administrative board for all purposes of the Interlocal Act.

14.6 Required Interlocal Provisions. For purposes of Sections 11-13-206 and 11-13-207 of the Interlocal Act: (a) the duration of this Agreement is stated in Section 12.1; (b) the purposes of this Agreement are stated in the Recitals; (c) each Party shall finance and budget for its own performance under this Agreement from its own lawfully available funds, and no joint budget is established; (d) this Agreement may be terminated as provided in Section 12.2, and no property is jointly acquired or held, so no disposition of jointly held property is required upon termination; and (e) the functions of the undertaking are the acceptance, detention, conveyance and maintenance of Stormwater as provided in Sections 2 through 8, administered by the joint administrative board designated in Section 14.5, which shall have no power to amend this Agreement.

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

CITY:

CITY OF DRAPER, a Utah municipal corporation

By: _____

Name: _____

Its: _____

ATTEST: _____ APPROVED AS TO FORM:

Draper City Recorder

Draper City Attorney

Address for Notices: Draper City, Attn: City Engineer, 1020 East Pioneer Road, Draper, Utah 84020, with a copy to Draper City Attorney at the same address.

OWNER:

POINT PHASE I PUBLIC INFRASTRUCTURE DISTRICT NO. 1, a public infrastructure district and political subdivision of the State of Utah

By: _____

Name: _____

Its: _____

ATTEST: _____ APPROVED AS TO FORM:

District Clerk

District Counsel

Address for Notices: Point Phase I Public Infrastructure District No. 1, c/o Wadsworth Development Group, 166 E 14000 S, Suite 210, Draper, Utah 84020, Attn: [____].

ACKNOWLEDGED AND AGREED, as to Section 11.4 only:

POINT OF THE MOUNTAIN STATE LAND AUTHORITY, an independent entity of the State of Utah

By: _____

Name: _____

Its: _____

[NOTARY ACKNOWLEDGMENTS TO BE ADDED FOR RECORDATION]

EXHIBIT A
LEGAL DESCRIPTION OF OWNER PROPERTY

[To be attached — Lot 5, The Point Phase 1, Amending Parcel 1, The Point Subdivision, recorded August 5, 2026 as Entry No. 14579214, Book 2026P, Page 220, Salt Lake County Recorder; approximately 206,490 square feet / 4.740 acres; State parcel 33-01-300-007, titled to DFCM.]

EXHIBIT B
FACILITIES EXHIBIT AND POINT OF DEMARCATION

[To be attached — engineered exhibit, to scale, prepared by Kimley-Horn, showing: (i) the Adjacent Public Streets (Momentum Way, Aspire Parkway, North Access Road, East Access Road and South Access Road) and right-of-way lines; (ii) the private road section at the southwest corner of the Owner Property; (iii) the City Drainage Facilities; (iv) the Point of Demarcation for each connection, clearly labeled by structure number and station; (v) the Private Drainage Facilities, including the limits of the North System and the West System, the stone reservoir and geotextile envelope limits, the isolator or pretreatment row, all inspection ports, cleanouts, observation wells and access manholes, the outlet control structure and flow control device, and the overflow and bypass structures; (vi) the Easement Areas, dimensioned, with the designated access route to each; (vii) the tributary drainage area boundary for each system; (viii) the Parking Area; (ix) the permitted snow storage location, if any; and (x) a table of the design surface loading and the minimum and maximum cover depths for each Detention System.]

EXHIBIT C
OPERATION AND MAINTENANCE MANUAL

To be attached — the Stormwater Drainage Facilities Operation and Maintenance Manual for the Event Center Subcampus, prepared by the engineer of record.

EXHIBIT D
DRAINAGE REPORT

[To be attached — The Point Event Venue Technical Drainage Study, Kimley-Horn and Associates, Inc., dated October 6, 2026, Version 3, together with the City Engineer's written approval.]

EXHIBIT E
FORM OF FEE OWNER AND LAND USE AUTHORITY CONFIRMATION

[Form of confirmation contemplated by Section 2.7, to be executed by the Division of Facilities Construction and Management, as fee owner, and by the Point of the Mountain State Land Authority, as land use authority:] “The undersigned, as [fee owner of / land use authority for] the Owner Property, joins in this Agreement solely to (a) consent to the grant of the Drainage Easement and to the recordation of this Agreement against the Owner Property, (b) confirm the Drainage Easement as against the fee estate in the Owner Property, and (c) agree that upon any termination or expiration of the Ground Lease the obligations of Owner under Sections 2 and 4 of this Agreement shall be performed by the undersigned, or by a successor lessee that has assumed the same in accordance with Section 9.3, until such time as the City accepts alternative facilities under Section 12.2. Nothing herein shall be construed as an assumption by the undersigned of any obligation of Owner arising prior to such termination or expiration.”

EXHIBIT F
FORM OF ANNUAL CERTIFICATION

To: Draper City, Attn: City Engineer / Stormwater Coordinator

Re: Stormwater Drainage Facilities Acceptance, Maintenance and Easement Agreement (The Point – Event Center Subcampus), recorded as Entry No. _____

Reporting Period: January 1, 20__ through December 31, 20__

The undersigned hereby certify as follows:

1. The quarterly and annual inspections required by the Agreement and the Manual were performed during the reporting period on the dates set forth in the attached inspection log, including at least one inspection performed under wet-weather conditions.
2. All maintenance identified by those inspections has been performed, except as described in Item 4 below.
3. The Private Drainage Facilities are in good working order and continue to receive, detain and release stormwater from the Adjacent Public Streets in accordance with the Design Storm and the Drainage Report.
4. Outstanding or deferred items, with scheduled completion dates (if none, state “None”):

OWNER:

By: _____ Name: _____ Date: _____

ENGINEER:

I am a professional engineer licensed in the State of Utah. I have performed or directly supervised the annual inspection described above and concur in the certifications set forth in Items 1 through 4.

By: _____ Utah P.E. No.: _____ Date: _____

[SEAL]

Attachments: inspection log; annual inspection report; photographs; sediment survey (if performed); as-built reference.

**THE POINT EVENT VENUE
EVENT CENTER SUBCAMPUS — DRAPER, UTAH**

**PRIVATE STORMWATER DRAINAGE FACILITIES
OPERATION AND MAINTENANCE MANUAL**

[MONTH DAY], 20____

Prepared for:

Owner / Operator

Point Phase I Public Infrastructure District No. 1

a public infrastructure district and political subdivision of the State of Utah

c/o Wadsworth Development Group

166 E 14000 S, Suite 210

Draper, Utah 84020

PH: 801.440.4844

Contact: Robert Booth, Vice President of Development

Prepared by:

Kimley-Horn and Associates, Inc.

111 E. Broadway, Suite 600

Salt Lake City, Utah 84111

Tel 385.212.3176

Project No. 093877009

[ENGINEER'S SEAL AND SIGNATURE]

Facility: Lot 5, The Point Phase 1, Amending Parcel 1 — Draper, Utah 84020

Reference: The Point Event Venue Technical Drainage Study, Kimley-Horn, October 6, 2026 (Version 3);
Sheets C3.00, C3.10–C3.16 and C5.00–C5.03 and the record drawings therefor.

Submitted to Draper City pursuant to the Stormwater Drainage Facilities Acceptance, Maintenance and
Easement Agreement between Draper City and Point Phase I Public Infrastructure District No. 1, recorded as
Entry No. _____, Salt Lake County Recorder.

TABLE OF CONTENTS

- A. Introduction and Regulatory Basis
- B. Description of the Facilities
- C. Division of Responsibility
- D. Inspection Program
- E. Inspection and Maintenance Schedule
- F. Maintenance Activities
- G. Illicit Discharge and Spill Response
- H. Records and Annual Certification
- I. Safety
- J. Emergency Conditions
- K. Owner's Statement and Transfer of Obligations

Appendices

APPENDIX A — Owner's and Engineer's Statements

APPENDIX B — Routine / Post-Storm Inspection Form

APPENDIX C — Annual Inspection and Maintenance Report

APPENDIX D — Emergency Contact List

APPENDIX E — Manufacturer's operation and maintenance literature (attached). Also incorporated by reference: Facilities Exhibit and Point of Demarcation (Exhibit B to the Agreement); Form of Annual Certification (Exhibit F to the Agreement); Technical Drainage Study; record drawings; and the applicable manufacturer warranty terms.

A. INTRODUCTION AND REGULATORY BASIS

This Manual governs the operation, inspection, maintenance, repair and replacement of the private stormwater drainage facilities serving the Event Center Subcampus at The Point in Draper, Utah. It is attached as Exhibit C to, and is enforceable as part of, the Stormwater Drainage Facilities Acceptance, Maintenance and Easement Agreement between Draper City (the “City”) and Point Phase I Public Infrastructure District No. 1 (the “Owner”) (the “Agreement”).

The facilities are privately owned and privately maintained, but they receive and detain runoff from public streets that the City owns and maintains. Their continued correct function protects the public street network from flooding and protects water quality in the receiving waters.

These are subsurface systems, and that governs everything that follows. A surface basin shows its own condition — standing water, sediment, a plugged outlet are all visible. A buried system shows nothing until a storm it should have handled produces flooding, by which point the remedy is excavation rather than maintenance. The inspection discipline in Section D is the only substitute for that missing visibility. The common failure modes are loss of storage volume to sediment, a filled pretreatment row allowing sediment into the main chambers, obstruction of the outlet flow control device, structural damage from surface loading, and loss of access to buried inspection ports.

A.1 Ownership

The Owner is Point Phase I Public Infrastructure District No. 1, a public infrastructure district and political subdivision of the State of Utah, c/o Wadsworth Development Group. The Owner holds a leasehold interest in Lot 5 (approximately 4.740 acres) under a Ground Lease dated June 12, 2025 with POMSLA as lessor; fee title is held by the State of Utah, Division of Facilities Construction and Management.

A.2 Regulatory Basis

This Manual is prepared to comply with, each as amended: the UPDES MS4 General Permit No. UTR090000, under which Draper City is a permittee and must ensure long-term operation and maintenance of post-construction stormwater controls; the Utah Water Quality Act and Utah Admin. Code R317; the Draper City Code and Draper City Engineering Standards, including Standard Plans SD-04, SD-05 and SD-08; the manufacturer’s published inspection and maintenance requirements and warranty terms; and the Agreement.

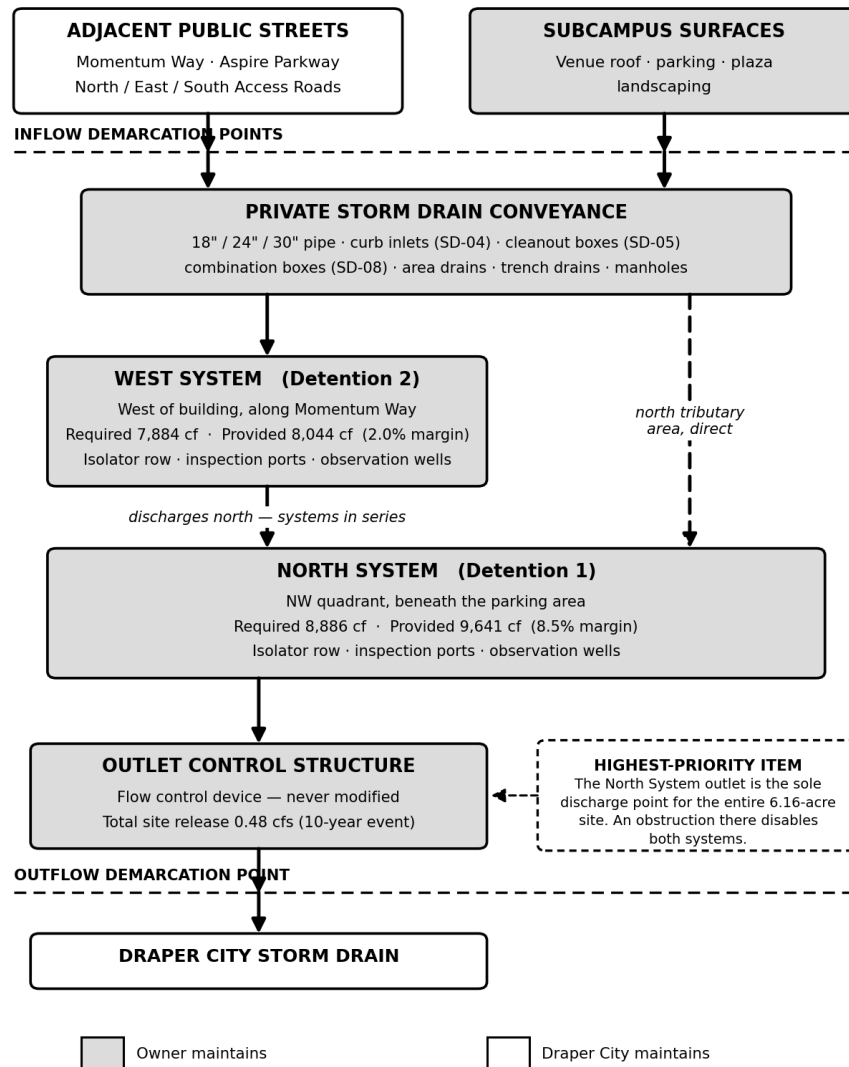
B. DESCRIPTION OF THE FACILITIES

Runoff from the adjacent public streets and from the subcampus is conveyed to two subsurface detention systems on the Owner Property, referred to throughout this Manual as the **North System** (identified as Detention 1 in the Technical Drainage Study), located in the northwest quadrant of the site beneath the parking area, and the **West System** (Detention 2), located west of the venue building along Momentum Way. Values below are from the Drainage Study; the Study and the record drawings control. Figure 1 shows how the systems connect and where responsibility changes hands.

The systems operate in series. The West System collects the south portion of the site and discharges north to the North System; the North System discharges through its outlet control structure to the Draper City storm drain. The North System outlet is therefore the sole discharge point for the entire 6.16-acre site, and an obstruction there disables both systems. It is the highest-priority inspection item on the property.

FIGURE 1 — SYSTEM SCHEMATIC AND POINTS OF DEMARCATION

Schematic only — not to scale. See the Facilities Exhibit for actual locations and structure numbers.



	North System (Det. 1)	West System (Det. 2)
Location	NW quadrant, beneath parking area	West of building, along Momentum Way
Tributary area	3.38 ac (88% impervious)	2.78 ac (95% impervious)
Curve number	95.09	96.81
Required detention volume	8,189 cf	7,884 cf
Provided detention volume	9,641 cf	8,044 cf
Margin above required	17.7%	2.0%
Bottom configuration	Open bottom; Hillfield loam, HSG C	Open bottom; Hillfield loam, HSG C
Design drawdown time	26hr	29hr

The systems are sized to detain the 10-year, 3-hour event and release it at 0.62 cfs; they are not sized to detain the 100-year event, so discharge through an overflow in a very large storm is expected behavior rather than a malfunction. Water quality treatment of 7,775 cf is provided in the isolator rows. Full design criteria are in the Drainage Study and are not repeated here.

Why the margins matter to maintenance. The West System is built only 2.0% above its required volume — roughly 160 cubic feet — and the North System 17.7%. Because loss of storage to sediment is the primary failure mode of a buried system, the sediment removal trigger in Section E.2 is stated as an absolute volume for each system — the point at which sediment has consumed half the as-built margin above the required volume — rather than as a percentage of required volume. A conventional “90% of required” trigger would allow the West System to run below its design volume for years without flagging, and a trigger set at the required volume itself would leave no margin to act in.

Infiltration and the drawdown baseline. Both systems are open-bottom and will infiltrate into the underlying soils, which are hydrologic soil group C (slow infiltration). The Drainage Study took no infiltration credit — the required volumes and the 0.62 cfs release are met by detention and orifice control alone — so infiltration is a bonus, and gradual blinding of the bottom over the years is expected rather than a defect.

Because of that, “normal” drawdown for these systems has to be established by observation rather than assumed. **Establishing the baseline is a one-time task in the first year of operation.** At each scheduled inspection during the first twelve (12) months following Substantial Completion, the inspecting contractor records water depth at each observation well and the time elapsed since the last measurable storm on the Appendix B form. The engineer preparing the first Annual Report (Appendix C) then states, in that report, the observed normal drawdown time for each system. That stated figure becomes the benchmark every later inspector compares against, and it is carried forward on each subsequent Annual Report. Until it is established, use the design drawdown time in the table above.

B.1 Components

Component	North System (Det. 1)	West System (Det. 2)
System type and model	ADS StormTech MC-3500 chamber	ADS StormTech MC-3500 chamber
Footprint / rows	86' × 36', 2,866 sf, 5 rows	86' × 36', 2,866 sf, 2 rows
Top / bottom of stone elevation	4439.96' / 4434.46'	4444.75' / 4439.25'

Component	North System (Det. 1)	West System (Det. 2)
Minimum / maximum cover	1.97' min / 5.2' max	2.77' min / 4.02' max
Design surface loading	AASHTO H-20 / HS-25	AASHTO H-20 / HS-25
Isolator Row Plus — access structures	SDMH-1, SDMH-3, SDMH-4	SDMH-6, SDMH-7
Outlet control structure	SDMH-2, rim el. 4441.93	SDMH-5, rim el. 4447.52
Flow control device	Concrete weir with 2.5" orifice plate, invert 4436.41	Concrete weir with 1.25" orifice plate, invert 4440.00
Overflow weir	Concrete weir, #4 rebar 12" o.c., crest at 100-yr WSL 4440.46	Concrete weir, #4 rebar 12" o.c., crest at 100-yr WSL 4444.50
Access manholes / inspection ports	SDMH-1, SDMH-2, SDMH-3, SDMH-4	SDMH-5, SDMH-6, SDMH-7
Bottom configuration	Open bottom, ADS Plus woven geotextile	Open bottom, ADS Plus woven geotextile

The systems are ADS StormTech MC-3500 chambers with an Isolator Row Plus in each system. The manufacturer's published *Isolator Row Plus O&M Manual* governs inspection and cleaning and is attached at Appendix E; where it is more stringent than this Manual, it governs.

B.2 Conveyance

The private and public conveyance comprises 18-, 24- and 30-inch storm drain (15-inch minimum per Draper City code), curb inlets per SD-04, cleanout boxes per SD-05, combination boxes per SD-08, 48-inch manholes, area drains and trench drains. The Drainage Study notes that minimum pipe slopes were infeasible in some locations and that additional cleaning will be the Owner's responsibility.

The following reaches are below the Draper City minimum slope of 0.50% and are therefore on the shortened cleaning interval in Section E.2. Both private and public reaches are listed, because sediment that settles in a flat public reach upstream is delivered to the private systems:

Reach	Slope	Ownership
SDCB-17 to SDMH-6	0.30%	Private
SDCO-3 to SDCO-2	0.20%	Private
SDCB-24 to SDCB-4	0.20%	Public
SDCB-4 to SDMH-1	0.20%	Private
SDCB-10 to SDCO-7	0.24%	Private
SDCB-12 to SDCO-10	0.15%	Public
SDCO-2 to 200 W MH-01	0.20%	Public

C. DIVISION OF RESPONSIBILITY

The Point of Demarcation comprises each Inflow Demarcation Point (the downstream face of the last storm drain structure in the public right-of-way at each inlet to the private system) and the Outflow Demarcation

Point (the downstream face of the North System outlet control structure). All are identified by structure number on the Facilities Exhibit.

Facility	Maintained By
Inlets, manholes and storm drain within the public right-of-way, upstream of and including each Inflow Demarcation Point	Draper City
Street sweeping, snow removal and deicing on the adjacent public streets	Draper City
City storm drain downstream of the Outflow Demarcation Point	Draper City
All private storm drain, inlets, area drains, trench drains and boxes on the Owner Property	Owner
North System and West System — chambers, stone reservoir, geotextile, isolator rows, ports, wells, manholes	Owner
Outlet control structures, flow control devices, overflow and bypass structures	Owner
Surface above the systems, including pavement, striping, landscaping and access to ports	Owner

If a blockage or surcharge occurs at or near a Point of Demarcation and the responsible facility cannot readily be determined, both parties dispatch personnel promptly and clear the condition without regard to the demarcation, allocating cost afterward under Section 4.6 of the Agreement.

D. INSPECTION PROGRAM

The inspection schedule in this Manual follows the manufacturer's published requirements for the Isolator Row Plus: inspection at six-month intervals during the first year of operation, annually thereafter, and adjustment of the interval in later years based on observed sediment deposition. Inspections are performed by a qualified stormwater maintenance contractor engaged by the Owner, except the annual inspection, which is performed by or under the supervision of a professional engineer. All inspections are recorded on the forms at Appendix B and Appendix C. Sediment and water depths are measured and written down as numbers, not impressions — the accumulation rate over several years, not any single reading, is what tells the Owner when to schedule and budget cleaning.

D.1 Scheduled inspection — the core of the program

Twice during the first twelve (12) months following Substantial Completion, at approximately six-month intervals, and once per year thereafter, a full inspection of both systems and the private conveyance is performed. The checklist at Appendix B is its scope. In each year after the first, the scheduled inspection and the annual inspection under Section D.3 are the same visit, performed by or under the supervision of the engineer. The interval shall be shortened if the accumulation rate recorded under Section D.3 warrants it. The inspection covers, in summary:

- Locating and opening every inspection port, cleanout and access manhole — all of them, at each visit;
- Measuring sediment depth at each port and in each isolator row against the as-built invert, and water depth at each observation well with time since the last storm;
- Confirming the flow control device is present, unobstructed, undamaged and the size shown on the record drawings;

- Inspecting and cleaning the private curb inlets, area drains, trench drains, cleanout boxes and combination boxes;
- Inspecting the surface above each system for cracking, settlement, rutting or depression, which may be the only visible symptom of damage below;
- Confirming every cover is present, seated, and not paved over, buried, obstructed or parked upon;
- Noting any evidence of illicit discharge; and
- Photographing each port, each isolator row and each outlet control structure.

D.2 Wet-weather timing and follow-up inspections

A detention system's one diagnostic that cannot be read on a dry day is whether it actually drained. That check is obtained by **timing the scheduled inspections rather than by adding visits**. The contractor shall schedule each inspection, where practicable, to fall within forty-eight (48) hours following a measurable storm event, and shall record on the Appendix B form whether the inspection was performed under wet-weather conditions and, if so, the storm date and depth and the time elapsed since the end of the storm. Where the inspection is performed under wet-weather conditions, drawdown is measured and compared against the baseline established under Section B. Scheduling should favour the spring, when sediment loading from winter street sanding is at its peak.

If at any inspection, or on any report from the Owner or the venue operator, a condition is observed indicating that a system is not draining — surface ponding, water standing at the rim of a port or structure, or new settlement or cracking in the pavement above a system — the contractor shall perform a full inspection under Section D.1 within five (5) business days and record the finding and the corrective action taken.

D.3 Annual inspection — before March 31, by a Utah-licensed professional engineer

Timed for the end of the winter sanding season, and in each year after the first it is the same visit as the scheduled inspection under Section D.1. The engineer performs or directly supervises the items on the Appendix C form: sediment depth at every port and isolator row, tabulated against prior years to establish an accumulation rate; computation of remaining detention volume against the required volume; camera inspection of each isolator row; verification that the flow control device has not been modified; structural inspection of the outlet control structures, manholes and inlets; measurement of any surface depression above a system; review of the inspection records since the last annual inspection, including whether the required inspections were in fact performed; and a determination, recorded in the Annual Report, whether the observed rate of sediment deposition warrants shortening the inspection interval for the coming year.

The engineer then prepares the Annual Certification for the Owner's signature and delivery to the City. This certification is the mechanism by which the Owner demonstrates that the systems are performing without the City inspecting them, and keeping it current and credible is what keeps day-to-day operation of these facilities a private matter.

D.4 Conveyance inspection

CCTV inspection of the private storm drain not less than every five years, and at any time an inspection indicates sluggish flow, standing water in a structure, settlement above the alignment, or sediment at a system inlet disproportionate to observed loading.

E. INSPECTION AND MAINTENANCE SCHEDULE

Two schedules. The first is what happens at each scheduled visit and is the scope a contractor prices against. The second is the periodic services that fall on longer cycles and are budgeted separately. Increase frequency where records show faster accumulation or a recurring problem; where the manufacturer's published requirements are more stringent, they govern.

E.1 At every scheduled inspection

Performed at **six-month intervals during the first twelve (12) months following Substantial Completion and annually thereafter**, which is the manufacturer's published schedule for the Isolator Row Plus. The interval is shortened in any later year if the engineer determines in the Annual Report that the observed rate of sediment deposition warrants it. Inspections are scheduled, where practicable, to follow within 48 hours of a measurable storm, so that drawdown can be observed without adding a separate visit.

Task	Standard / Trigger
Open and inspect every port, cleanout, observation well and access manhole	All of them, every visit
Measure and record sediment depth at each port and in each isolator row	Against as-built invert, to 0.5 in.
Measure and record water depth at each observation well	With time since last storm
Inspect and clear the outlet control structure and flow control device	Must be clear, undamaged, unmodified
Inspect and clean private curb inlets, area drains, trench drains and boxes	Clean at 50% of sump depth
Inspect the surface above each system	Cracking, settlement, rutting, ponding
Confirm all covers present, seated and accessible	Restore any lost port within 30 days
Check for evidence of illicit discharge	Odor, sheen, color, dry-weather flow
Photograph ports, isolator rows and outlet structures	Attach to the Appendix B form

E.2 Periodic services and reporting

Activity	Frequency	By
Scheduled inspection (Section E.1)	Every 6 months in the first 12 months after Substantial Completion; annually thereafter	Contractor / P.E.
Wet-weather timing and drawdown check	Scheduled within 48 hrs of a storm where practicable	Contractor
Full inspection following a reported drainage condition	Within 5 business days of the report	Contractor
Isolator Row Plus cleaning (JetVac)	When average sediment depth along the row reaches 3 in. (ADS threshold); minimum every 2 years	Contractor
Cleaning of the flat-slope reaches listed in Section B.2	Annually	Contractor

Activity	Frequency	By
Private storm drain cleaning (jet-vac)	Every 5 years or as indicated by inspection	Contractor
Camera inspection of each Isolator Row Plus	Annually, with the annual inspection	Contractor
CCTV of the private storm drain	Every 5 years or as indicated by inspection	Contractor
Main chamber sediment removal	When computed provided volume is reduced by sediment to 8,915 cf (North) or 7,964 cf (West) — being consumption of half the as-built margin above the required detention volume	Contractor
Annual inspection and sediment survey	Annually, before March 31	Utah P.E.
Annual Certification to Draper City	Annually, on or before March 31	Owner and P.E.
Review and update of the Emergency Contact List	Annually and on any change	Owner

F. MAINTENANCE ACTIVITIES

F.1 Upstream inlets and structures

The first line of defense. Remove trash, leaves, sediment and debris by vacuum; clean sumps at 50% of sump depth; dispose at a permitted facility. Nothing is flushed downstream into the detention systems — that only relocates the problem to the most expensive place to fix it.

F.2 Isolator / pretreatment row

Inspect and clean in accordance with the ADS *Isolator Row Plus O&M Manual* at Appendix E. Remove the cover from the manhole at the upstream end of the row, inspect down the row through the outlet pipe with a flashlight and a mirror on a pole or a camera, and measure sediment depth with a stadia rod; where an inspection port is present, measure through the port rather than entering the structure. Clean when average sediment depth along the row reaches three inches (3"), or when sediment is at or above the lower row of chamber sidewall holes.

Cleaning is by the JetVac process: a high-pressure nozzle is run down the row and retrieved, flushing suspended sediment back into the manhole for vacuuming. The manufacturer specifies a **fixed floor cleaning nozzle with a rear-facing spread of 45 inches or more, at a maximum nozzle pressure of 2,000 psi**, multiple passes until the backflush water runs clean, and vacuuming of the manhole sump. The ADS Plus woven geotextile beneath the chambers is designed to remain intact under high-pressure jetting, as stated in the ADS Isolator Row Plus O&M Manual at Appendix E, so the concern with an unsuitable nozzle is incomplete cleaning rather than damage to the fabric — but the specified nozzle and procedure should still be used, both for effectiveness and because departure from the published procedure can affect warranty coverage. Recover all jetting water and solids; flush nothing into the main chambers. On completion, inspect and clean the catch basins and manholes upstream of the system, as the manufacturer's procedure directs.

Maintaining this row on schedule is what preserves the economic life of the whole system. The Isolator Row Plus confines sediment to a single accessible row; once its capacity is exceeded, sediment passes into the main chambers, where removal is far more difficult and materially more expensive.

F.3 Main chambers

Sediment removal from the main chambers is a major undertaking and may require excavation. It is avoided by maintaining the isolator row. If the annual survey shows computed provided volume reduced by sediment to the trigger stated in Section E.2, engage a qualified contractor and the engineer of record to develop a removal or restoration plan and provide it to the City Engineer with the Annual Certification. Because the West System's as-built margin is only about 160 cubic feet, that system is managed primarily by the Isolator Row Plus cleaning interval, with the volume trigger in Section E.2 serving as a backstop.

F.4 Outlet control structure and flow control device

The most critical component and the most prone to obstruction, and for the North System the sole discharge point for the entire site. Inspect and clear at every scheduled inspection; remove debris from the surface, as entry is confined space work. The flow control device is never enlarged, reduced, plugged, shimmed, removed or otherwise modified — its size sets the release rate the City relies on, and any change requires the City Engineer's prior written approval under Section 7.1 of the Agreement. Replace damaged hardware in kind.

F.5 Ports, cleanouts and observation wells

Keep covers in place, seated and free of pavement overlay, sealcoat, mulch, striping and snow. Restore any port that is paved over, buried or damaged within 30 days. Record port locations by survey coordinate on the record drawings and mark them at the surface in a manner that survives resurfacing. This requirement belongs in the parking lot maintenance and paving contracts, not only in this Manual — ports are commonly lost during the first sealcoat cycle, and a port that cannot be found will not be inspected.

F.6 Surface above the systems

Maintain pavement, striping, landscaping and grades so runoff reaches the inlets as designed and does not pond. Report cracking, settlement, rutting or depression above a system to the Owner's representative and have it evaluated by the engineer of record before repair. Repairs must not reduce cover below the manufacturer's minimum or increase it beyond the maximum.

F.7 Sediment handling and disposal

Characterize sediment before disposal as required by law and by the receiving facility. Sediment from a system receiving public street runoff can contain petroleum hydrocarbons, metals and chloride from deicing; it is not clean fill, is not reused on site without testing, and is not stockpiled on the property except within a contained area. Retain records of volume removed, characterization results and disposal location, and summarize them in the next Annual Certification.

F.8 Reporting surface use that threatens the systems

The rules governing what may and may not be placed, built or driven above the Detention Systems are set out in Section 7.2 of the Agreement and, for event operations, in the venue management agreement. They are not repeated here. What matters for maintenance is that the inspecting contractor is the party most likely to see a violation first, and the inspection checklist at Appendix B accordingly includes unauthorized loading, storage, staging or snow placed above a system, obstructed or buried ports and covers, and new cracking, settlement or rutting in the surface — the last of which may be the only visible symptom of chamber damage below.

Any such observation is recorded on the form and reported to the Owner promptly rather than held for the next report. If a loading exceedance, excavation, boring or other work within the limits of a system is observed or reported, the engineer of record is notified immediately and the affected chamber rows are camera inspected before the condition is closed out. The design surface loading and the minimum and maximum cover depths are stated in Section B.1 and are the values against which any question is measured.

G. ILLICIT DISCHARGE AND SPILL RESPONSE

Watch for dry-weather flow, odor, sheen, floatables, suds, unusual color, staining at an inlet, or an oily film on standing water. Photograph and document any indicator on the inspection form. Report any observed or suspected illicit discharge, illicit connection or spill to the Draper City stormwater coordinator within 24 hours and cooperate with the City's investigation. Report reportable releases to the Utah Division of Environmental Response and Remediation (801-536-4123) and the National Response Center (800-424-8802) as required by law.

A spill reaching a subsurface system is far harder to recover than one reaching an open basin, because the material disperses into the stone reservoir — so containment upstream is the priority. Wearing appropriate protective equipment: stop the source if it can be done safely; contain at the nearest upstream inlet with absorbent booms, pads or a drain plug before the material reaches the system; if material has entered, plug the outlet control structure to prevent discharge to the public system and notify the engineer of record and the City immediately; make the notifications above; recover free product by vacuum and containerize for disposal at a permitted facility; document time, material, estimated quantity, response and notifications; and have the affected portion camera inspected and cleaned before return to service. Spill response materials, including drain plugs sized for the upstream inlets, shall be kept on site at [location] and inspected at each scheduled inspection.

H. RECORDS AND ANNUAL CERTIFICATION

Records are how the City demonstrates compliance with its MS4 Permit, how the Owner defends a flooding claim, and — for a buried system — the only history of its condition. Each record shall be complete, dated, signed by the inspector and filed for retrieval. Retain for not less than three (3) years, or such longer period as the Owner's records retention schedule under the Government Records Access and Management Act requires: inspection forms with measured depths; annual inspection reports; the sediment trend table; photographs; camera inspection reports; work orders and invoices; sediment characterization and disposal documentation; illicit discharge and spill reports; records of any loading exceedance or excavation within the system limits; and correspondence with the City. Make records available to the City within ten business days of written request, and deliver the Annual Certification, executed by the Owner and by a professional engineer licensed in the State of Utah, on or before March 31 of each year.

I. SAFETY

Confined space is the governing hazard. Access manholes, outlet control structures, cleanout boxes, combination boxes and the chamber systems are confined spaces, several of them permit-required. Under normal circumstances there is no reason to enter any of them: inspection is by probe, camera and mirror from the surface, and cleaning is by jet-vac from the surface. Where entry is unavoidable, use qualified contract personnel with a written permit-required confined space program, with all OSHA-required atmospheric testing, continuous monitoring, ventilation, retrieval equipment, attendant and rescue provisions in place before entry. No Owner or venue employee shall enter a chamber system.

Traffic and pedestrians. Use MUTCD-conforming traffic control and vehicle flashers when working in or near a travel way. Position the vehicle between oncoming traffic and the work area; with two vehicles, bracket it. Near a pedestrian route, barricade any opening and maintain an accessible route. Open ports and manholes are never left unattended and are barricaded whenever open. Schedule non-emergency work outside event load-in, operation and load-out windows and coordinate with venue operations. Work within the public right-of-way is subject to the City's ordinary permit process.

Jetting presents injection and blowback hazards. Only trained personnel operate the equipment; eye, face and hand protection is worn; non-essential personnel are cleared from the area.

J. EMERGENCY CONDITIONS

An emergency is any condition presenting an imminent threat to public health, safety, property or the environment, or an imminent risk of flooding of the adjacent public streets or adjacent property. For these facilities that includes an obstructed outlet control structure with the system surcharged; surface ponding during or after a storm; pavement collapse, sinkhole or significant settlement above a system; discharge through the overflow or bypass in a storm below the design event; and a spill of hazardous material into the system.

Pavement collapse or a sinkhole above a chamber field is both a public safety hazard and a sign of structural failure below. Barricade the area immediately, keep it clear of vehicles and pedestrians, and do not backfill or repave until the engineer of record has inspected it.

On discovery of an emergency condition, do not attempt to correct it alone. Secure the area, notify the Owner's representative and the City immediately, and follow the direction of the responding authority. If life safety is at risk, call 911 first. Under Section 8.2 of the Agreement, if the Owner fails to commence corrective action within 24 hours of notice (or immediately, where circumstances require), the City may enter and perform the work at the Owner's cost plus an administrative charge — so prompt response is both a safety obligation and a cost control.

K. OWNER'S STATEMENT AND TRANSFER OF OBLIGATIONS

Scope. The obligations in this Manual run to the Private Drainage Facilities only — the two detention systems and the storm drain, inlets and structures on the Owner Property downstream of each Inflow Demarcation Point. The inlets, pipe and structures within the public streets, and the City storm drain downstream of the Outflow Demarcation Point, are Draper City facilities and are Draper City's responsibility to maintain, as provided in Sections 3.1 and 4.10 of the Agreement.

The Owner understands that, notwithstanding the program in this Manual, a subsurface detention system may fail for a number of reasons — most commonly an obstructed flow control device, an isolator row allowed to fill past capacity, loss of storage volume to sediment, or structural damage from surface loading — and that such a failure can flood the adjacent public streets and adjacent property. The Owner further understands that these are buried facilities whose condition cannot be observed from the surface, that the inspection program in this Manual is the sole means of knowing their condition, and that deferred inspection converts an inexpensive maintenance obligation into an excavation. The Owner intends to maintain arrangements, selected in accordance with applicable law, under which a qualified contractor can be dispatched promptly on discovery of any such condition. Contractor qualifications are stated in performance terms — demonstrated experience maintaining subsurface chamber detention systems and Isolator Row Plus installations, and capability to perform the JetVac procedure with the specified nozzle — and are not intended to require a particular brand, installer or dealer. The Owner's staff is directed to engage that contractor promptly upon discovery of any such condition, and to implement corrective measures in accordance with this Manual, the Agreement, the manufacturer's requirements and applicable codes. The Owner bears the entire cost of operation, maintenance, repair and replacement, without cost or contribution from Draper City, and the City's exercise or non-exercise of its inspection and self-help rights relieves the Owner of no obligation.

This Manual shall be made available to each tenant, venue operator, event promoter, property manager, parking operator, facilities contractor and future transferee, and shall be incorporated by reference into every management, operations, parking, landscape, paving and construction contract affecting the subcampus. Under Section 9.3 of the Agreement, the Owner may not sell, assign, transfer, sublease or otherwise convey its interest unless the transferee first executes a written assumption in a form acceptable to the Draper City Attorney. The Owner's representative shall confirm that assumption as a condition of closing on any transfer, and shall deliver this Manual, the record drawings, the manufacturer's literature and the complete maintenance records to the transferee.

APPENDIX A — OWNER’S AND ENGINEER’S STATEMENTS

1. OWNER’S STATEMENT

The undersigned, as owner and operator of the private stormwater drainage facilities serving the Event Center Subcampus at The Point, Draper, Utah, has read this Operation and Maintenance Manual and acknowledges and accepts responsibility for compliance with it and with the Stormwater Drainage Facilities Acceptance, Maintenance and Easement Agreement with Draper City to which it is attached.

POINT PHASE I PUBLIC INFRASTRUCTURE DISTRICT NO. 1

By: _____

Name: _____

Its: _____

Date: _____

2. ENGINEER’S STATEMENT

This Manual was prepared by or under the direct supervision of the undersigned, a professional engineer licensed in the State of Utah, and is consistent with The Point Event Venue Technical Drainage Study dated October 6, 2026 (Version 3), with the record drawings for the facilities, and with the manufacturer’s published operation and maintenance requirements.

KIMLEY-HORN AND ASSOCIATES, INC.

By: _____

Name: _____ Utah P.E. No. _____

Date: _____

[SEAL]

APPENDIX B — ROUTINE / POST-STORM INSPECTION FORM

The Point Event Venue — Private Stormwater Drainage Facilities

Date	_____	Time	_____
Inspector	_____	Company	_____
Type	☐ Scheduled ☐ Follow-up	Wet weather? ☐ Y ☐ N	Storm date / depth: _____
System	☐ North ☐ West	Hrs since storm end	_____

1. Measurements

Port / Well ID	As-built invert	Sediment depth (in.)	Water depth (in.)	Notes
[IP-1]				
[IP-2]				
[IP-3]				
[OW-1]				
[Isolator Row Plus]				

2. Condition checklist

Item	OK	Action	Notes
All ports and manholes located, accessible, uncovered			
Covers present, seated, undamaged			
Isolator Row Plus — sediment depth vs. 3" threshold			
Outlet control structure clear			
Flow control device present, correct size, unobstructed			
Overflow / bypass structure clear			
Upstream inlets, area drains, trench drains, boxes clean			
Surface above system — cracking, settlement, rutting, ponding			
Unauthorized loading, storage, staging or snow above system			
Evidence of illicit discharge (odor / sheen / color / dry flow)			

Item	OK	Action	Notes
Drew down within design/baseline drawdown time (wet weather only)			
Flow through overflow / bypass observed (wet weather only)			

Photographs taken: ☐ Yes ☐ No Reference: _____

Corrective action required and target date: _____

Inspector signature: _____ Date: _____

APPENDIX C — ANNUAL INSPECTION AND MAINTENANCE REPORT

The Point Event Venue — Private Stormwater Drainage Facilities

Reporting year: 20__ Inspection date: _____ Utah P.E.: _____

1. Sediment accumulation trend

Port / Row ID	Yr-3	Yr-2	Yr-1	This yr	Rate (in./yr)
[IP-1]					
[IP-2]					
[IP-3]					
[Isolator Row Plus]					

Required volume: North 8,189 cf / West 7,884 cf As-built provided: North 9,641 cf / West 8,044 cf

Computed provided volume: North _____ cf (____%) / West _____ cf (____%)

Chamber removal trigger (Section E.2): North 8,915 cf / West 7,964 cf. Triggered? ☐ Yes ☐ No

Isolator Row Plus cleaning due (3" average sediment)? ☐ Yes ☐ No Interval for next year: ☐ 6 months

☐ Annual

2. Structural and functional inspection

Component	Condition	Deficiency / Action	Target Date
Isolator Row Plus (camera inspected)			
Outlet control structure			
Flow control device — size verified vs. record drawings			
Overflow / bypass structure			
Chambers — visible condition, deflection, cracking			
Ports, cleanouts, observation wells, manholes			
Surface above systems — settlement / cracking (measured)			
Private storm drain (last CCTV: _____)			
Upstream inlets, area drains, trench drains, boxes			
Excavation, boring or overloading since last report			

3. Records review

Scheduled inspections performed: _____ of _____ required. Performed under wet-weather conditions: _____.

Recurring issues: _____

4. Conclusion

- ☐ The facilities are in good working order and meet the Design Storm and the Drainage Report.
- ☐ The facilities require the corrective action described above.

Engineer signature: _____ Utah P.E. No. _____ Date: _____

[SEAL]

APPENDIX D — EMERGENCY CONTACT LIST

Role / Agency	Contact	Phone	24-Hour?
Emergency — life safety	911	911	Yes
Owner — designated representative	[Name]	[]	[Y/N]
Wadsworth Development Group	Robert Booth	801.440.4844	[Y/N]
Venue operator / event management	[Name]	[]	[Y/N]
Stormwater maintenance contractor	[Name]	[]	[Y/N]
Engineer of record — Kimley-Horn	[Name]	385.212.3176	[Y/N]
Manufacturer — technical support	[Name]	[]	[Y/N]
Draper City — stormwater coordinator	[Name]	[]	No
Draper City — City Engineer	[Name]	[]	No
Draper City — Public Works after hours	[]	[]	Yes
Fire / Police	[]	911	Yes
POMSLA — Director of Operations	Don Willie	[]	No
Utah DERR spill line	—	801-536-4123	Yes
National Response Center	—	800-424-8802	Yes
Blue Stakes of Utah	—	811	Yes

Review and update not less than annually and following any change in ownership, management, venue operator or contractor.

APPENDIX E — MANUFACTURER’S OPERATION AND MAINTENANCE LITERATURE

The following manufacturer’s literature is attached and forms part of this Manual: the ADS StormTech Isolator® Row Plus Operation and Maintenance Manual, ADS publication no. 11081, revision 5/25 (© 2025 Advanced Drainage Systems, Inc.). This is the manufacturer’s literature in effect on the Effective Date of the Agreement, as contemplated by Section 4.3 of the Agreement. Where that literature is more stringent than this Manual, it governs.

Isolator[®] Row Plus

O&M Manual



///ADS
StormTech 

The Isolator® Row Plus

Introduction

An important component of any Stormwater Pollution Prevention Plan is inspection and maintenance. The StormTech Isolator Row Plus is a technique to inexpensively enhance Total Suspended Solids (TSS), Total Phosphorus (TP), Total Petroleum Hydrocarbons (TPH) and Total Nitrogen (TN) removal with easy access for inspection and maintenance.

The Isolator Row Plus

The Isolator Row Plus is a row of StormTech chambers, either SC-160, SC-310, DC-780, SC-800, MC-3500, MC-4500 or MC-7200 models, are lined with filter fabric and connected to a closely located manhole for easy access. The fabric lined chambers provide for sediment settling and filtration as stormwater rises in the Isolator Row Plus and passes through the filter fabric. The open bottom chambers allow stormwater to flow vertically out of the chambers. Sediments are captured in the Isolator Row Plus protecting the adjacent stone and chambers storage areas from sediment accumulation.

ADS Isolator Row and Plus fabric are placed between the stone and the Isolator Row Plus chambers. The woven geotextile provides a media for stormwater filtration, a durable surface for maintenance, prevents scour of the underlying stone and remains intact during high pressure jetting.

The Isolator Row Plus is designed to capture the "first flush" runoff and offers the versatility to be sized on a volume basis or a flow-rate basis. An upstream manhole provides access to the Isolator Row Plus and includes a high/low concept such that stormwater flow rates or volumes that exceed the capacity of the Isolator Row Plus bypass through a manifold to the other chambers. This is achieved with an elevated bypass manifold or a high-flow weir. This creates a differential between the Isolator Row Plus row of chambers and the manifold to the rest of the system, thus allowing for settlement time in the Isolator Row Plus. After Stormwater flows through the Isolator Row Plus and into the rest of the chamber system it is either exfiltrated into the soils below or passed at a controlled rate through an outlet manifold and outlet control structure.

The Isolator Row Plus Flamp™ is a flared end ramp apparatus attached to the inlet pipe on the inside of the chamber end cap. The FLAMP provides a smooth transition from pipe invert to fabric bottom. It is configured to improve chamber function performance by enhancing outflow of solid debris that would otherwise collect at the chamber's end, or more difficult to remove and require confined space entry into the chamber area. It also serves to improve the fluid and solid flow into the access pipe during maintenance and cleaning and to guide cleaning and inspection equipment back into the inlet pipe when complete.

The Isolator Row Plus may be part of a treatment train system. The treatment train design and pretreatment device selection by the design engineer is often driven by regulatory requirements. Whether pretreatment is used or not, StormTech recommend using the Isolator Row Plus to minimize maintenance requirements and maintenance costs.

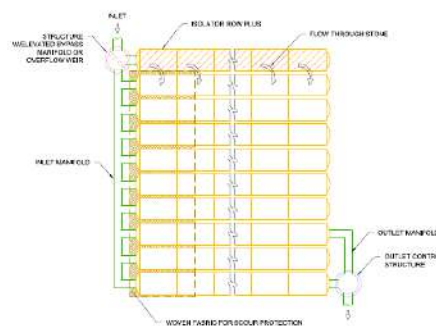
Note: See the StormTech Design Manual for detailed information on designing inlets for a StormTech system, including the Isolator Row Plus.



Looking down the Isolator Row Plus from the manhole opening, ADS Plus Fabric is shown between the chamber and stone base.



StormTech Isolator Row Plus with Overflow Structure (not to scale)



Isolator Row Plus Inspection/Maintenance

Inspection

The frequency of inspection and maintenance varies by location. A routine inspection schedule needs to be established for each individual location based upon site specific variables. The type of land use (i.e. industrial, commercial, residential), anticipated pollutant load, percent imperviousness, climate, etc. all play a critical role in determining the actual frequency of inspection and maintenance practices.

At a minimum, StormTech recommends annual inspections. Initially, the Isolator Row Plus should be inspected every 6 months for the first year of operation. For subsequent years, the inspection should be adjusted based upon previous observation of sediment deposition.

The Isolator Row Plus incorporates a combination of standard manhole(s) and strategically located inspection ports (as needed). The inspection ports allow for easy access to the system from the surface, eliminating the need to perform a confined space entry for inspection purposes.

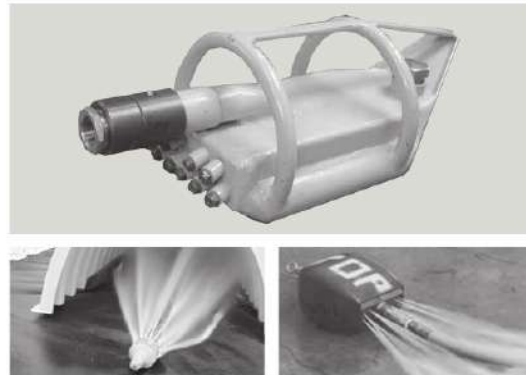
If upon visual inspection it is found that sediment has accumulated, a stadia rod should be inserted to determine the depth of sediment. When the average depth of sediment exceeds 3" (75 mm) throughout the length of the Isolator Row Plus, clean-out should be performed.

Maintenance

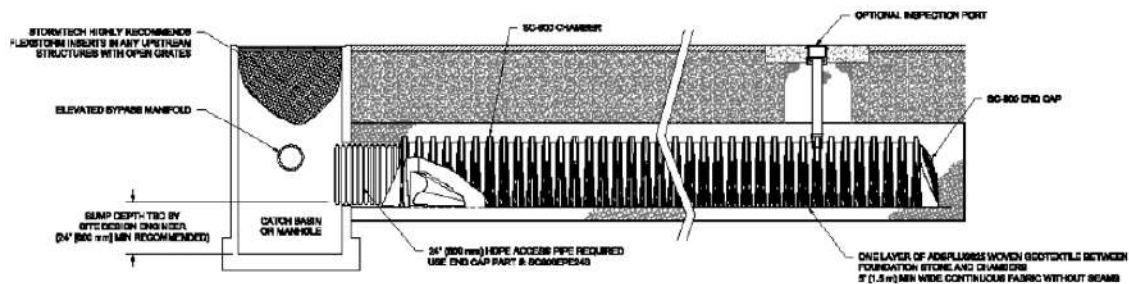
The Isolator Row Plus was designed to reduce the cost of periodic maintenance. By "isolating" sediments to just one row, costs are dramatically reduced by eliminating the need to clean out each row of the entire storage bed. If inspection indicates the potential need for maintenance, access is provided

via a manhole(s) located on the end(s) of the row for cleanout. If entry into the manhole is required, please follow local and OSHA rules for a confined space entry.

Maintenance is accomplished with the JetVac process. The JetVac process utilizes a high pressure water nozzle to propel itself down the Isolator Row Plus while scouring and suspending sediments. As the nozzle is retrieved, the captured pollutants are flushed back into the manhole for vacuuming. Most sewer and pipe maintenance companies have vacuum/JetVac combination vehicles. Selection of an appropriate JetVac nozzle will improve maintenance efficiency. Fixed nozzles designed for culverts or large diameter pipe cleaning are preferable. Rear facing jets with an effective spread of at least 45° are best. StormTech recommends a maximum nozzle pressure of 2000 psi be utilized during cleaning. JetVac reels can vary in length. For ease of maintenance, ADS recommends Isolator Row Plus lengths up to 200' (61 m). **The JetVac process shall only be performed on StormTech Isolator Row Plus that have ADS Plus Fabric (as specified by StormTech) over their angular base stone.**



StormTech Isolator Row Plus (not to scale)



Isolator Row Plus Step By Step Maintenance Procedures

Step 1

Inspect Isolator Row Plus for sediment.

- A) Inspection ports (if present)
 - i. Remove lid from floor box frame
 - ii. Remove cap from inspection riser
 - iii. Using a flashlight and stadia rod, measure depth of sediment and record results on maintenance log.
 - iv. If sediment is at or above 3 inch depth, proceed to Step 2. If not, proceed to Step 3.
 - B) All Isolator Row Plus
 - i. Remove cover from manhole at upstream end of Isolator Row Plus
 - ii. Using a flashlight, inspect down Isolator Row Plus through outlet pipe
 1. Mirrors on poles or cameras may be used to avoid a confined space entry
 2. Follow OSHA regulations for confined space entry if entering manhole
 - iii. If sediment is at or above the lower row of sidewall holes (approximately 3 inches), proceed to Step 2.
- If not, proceed to Step 3.

Step 2

Clean out Isolator Row Plus using the JetVac process.

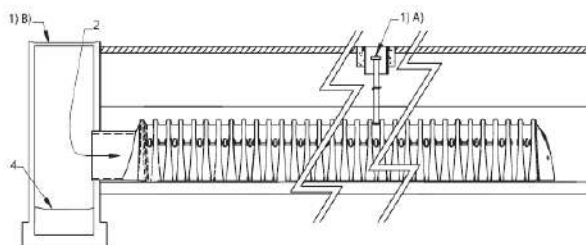
- A) A fixed floor cleaning nozzle with rear facing nozzle spread of 45 inches or more is preferable
- B) Apply multiple passes of JetVac until backflush water is clean
- C) Vacuum manhole sump as required

Step 3

Replace all caps, lids and covers, record observations and actions.

Step 4

Inspect & clean catch basins and manholes upstream of the StormTech system.



Sample Maintenance Log

Date	Stadia Rod Readings		Sediment Depth (1)-(2)	Observations/Actions	Inspector
	Fixed point to chamber bottom (1)	Fixed point to top of sediment (2)			
3/15/11	6.3 ft	none		New installation. Fixed point is CI frame at grade	DJM
9/24/11		6.2	0.1 ft	Some grit felt	SM
6/20/13		5.8	0.5 ft	Mucky feel, debris visible in manhole and in Isolator Row Plus, maintenance due	NV
7/7/13	6.3 ft		0	System jetted and vacuumed	DJM

ADS "Terms and Conditions of Sale" are available on the ADS website, www.adspipe.com.
The ADS logo, StormTech®, the Isolator® Row Plus and the Green Stripe are registered trademarks of Advanced Drainage Systems, Inc.
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adspipe.com
800-821-6710



THE POINT EVENT VENUE

TECHNICAL DRAINAGE STUDY

DRAPER CITY, UTAH



OCTOBER 6, 2026 | VERSION 3

Prepared By:

Kimley»Horn

111 East Broadway, #600
Salt Lake City, UT 84111

Contact: Elise Jackson, PE, CFM

385.212.3182

Contents

General Location & Development Description	3
Existing & Proposed Conditions	3
Existing Conditions	3
Proposed Conditions.....	3
Storm Drain Design.....	4
Design Criteria.....	4
Analysis	5
Conclusion	6
Figures	7
Appendix A.....	8
Appendix B.....	9

GENERAL LOCATION & DEVELOPMENT DESCRIPTION

This drainage study has been prepared for the development of the event venue located in Draper City, Utah. This study will detail the stormwater management strategies for the project and will demonstrate compliance with Draper City storm drain standards and requirements.

The project is located east of Momentum Way within Phase 1 of the Point development in Draper City, Utah. The property comprises of 1 parcel located in the southeast quarter of Section 1, and the northeast quarter of Section 12, Township 4 South, Range 1 West, Salt Lake Base and Meridian. The basis of bearing for the project is South 89° 39'24" East between the southwest corner and the witness corner to the southeast corner, Section 1 Township 4 South, Range 1 West, Salt Lake Base and Meridian. Refer to Figure 1 for the vicinity map.

The existing site is made up of 6.16 acres of vacant land within the Point development. The site consists of the event venue property and three access roads to the north, east, and west. The site is bound by Momentum Way to the west, and access roads to the north, east, and south.

EXISTING & PROPOSED CONDITIONS

EXISTING CONDITIONS

The project is located in FEMA Zone X, area of minimal flood hazard as shown on FEMA panel, 49035C0600G, effective September 25, 2009. Refer to Appendix A for the FEMA Firmette map.

The project site is located within the W13 parcel analyzed in the master drainage study prepared for the Point development. The W13 parcel consists of 12.49 acres, with a total allowable release rate of 1.25 cfs for the 10-year storm event, and 7.5 cfs for the 100-year storm event. The event venue development will not fully develop the W13 parcel, but rather a portion of the parcel (6.16 acres) will be developed with adjacent access roads with an allowable release rate of 0.62 cfs for the 10-year storm event, and 3.70 cfs for the 100-year storm event.

PROPOSED CONDITIONS

The proposed development consists of the development of an event venue building, with associated parking, landscaping, and adjoining access roads. Refer to the grading plans for the final design.

Of the 6.16 acres, approximately 4.74 acres will developed for the event venue and parking areas. An additional 1.42 acres will be developed as access roads for the parcel. The event venue building will have a footprint of approximately 59,242 square feet, with approximately 185,050 square feet of pavement and 23,870 square feet of landscaping.

The site grading generally drains from south to north, with slopes ranging from 1-3%. Stormwater is directed via surface flow to catch basins and area drains located around the site, and then directed via piped flow to one of two underground detention facilities. Runoff is then routed from the underground detention facilities to connect to the existing City storm drain system located to the east of the site in Aspire Parkway. The underground detention systems will pre-treat the stormwater runoff for the site prior to discharge to downstream facilities.

STORM DRAIN DESIGN

DESIGN CRITERIA

This study will demonstrate storm drain design compliance with the requirements set forth by the Draper City code.

DRAPER CITY DESIGN CRITERIA & GUIDELINES

Draper City's Storm Drain Master Plan describes the acceptable design criteria for the Urban Area hydrologic analysis as it relates to storm drain systems. The following design criteria are defined for storm drain systems:

- Precipitation Data: The 10-year, 3-hour rainfall depth is 0.93 inches. The 100-year, 3-hour rainfall depth is 1.79 inches.
- Peak runoff to be calculated using the SCS Curve Number method.
- Assume a hydrologic soil group of "C" for areas defined as "Hillfield loam" in the NRCS Web Soil Survey.
- Minimum time of concentration, $T_c = 5$ minutes.
- Design roughness coefficient, Manning's n -value for PVC or HDPE pipe = 0.012; for RCP = 0.013. An additional 0.02 has been added to all " n " values to accommodate minor losses per the Drainage Design Criteria.
- Minimum longitudinal pipe slopes = 0.5%
- Minimum flow velocity for design event = 2 ft/s

In some locations, minimum pipe slopes are infeasible due to site grades and inverts. Pipes were modeled and designed to fully convey the 10-year storm event without pressurizing, and the 100-year storm event without surcharging. Additional operations and maintenance will be the responsibility of the owner to clean and maintain the pipes onsite.

LOW IMPACT DEVELOPMENT

The rainwater management guidelines provided by State of Utah encourage development to treat run-off from pollutant-generating impervious surfaces using low-impact development (LID) practices. Due to the proposed density natural constraints of the site, low-impact development (LID) practices such as bioretention facilities, bio-swales, and other above-ground BMP's, were not practicably implemented in this design. Underground systems are proposed for this site as described herein and as shown in the construction documents.

WATER QUALITY DESIGN

The ADS StormTech facilities provide stormwater treatment prior to discharge to the Draper City storm drain system. Isolator rows are provided within the ADS StormTech systems to accommodate the stormwater quality treatment. Per the Guide to Low Impact Development within Utah, the 80th percentile stormwater depth for Draper is 0.43". A total water quality volume of 7,775 cubic feet was calculated for the project site. This volume is provided in the isolator rows of the underground detention facilities.

ANALYSIS

SITE HYDROLOGY

The SCS Curve Number method was used to determine the pre- and post-development flow for the project site area using the following equations:

$$Q = (P - 0.2S)^2 / ((P + 0.8S))$$

$$S = 1000 / CN - 10$$

Where Q = flow, inches
P = 100-year, 24-hour precipitation, inches
CN = curve number

Drainage areas were delineated for the project area and areas of pavement, building, and landscape were compiled for each drainage area. A weighted curve number, CN, was calculated to represent the project site area using Draper City standard coefficients of 98 for buildings, 98 for pavement areas, and 74 for site landscaping. HEC-HMS 4.12 software was used to model the drainage areas, and underground detention facilities.

Using a design storm event of 10-year, 3-hour; and 100-year, 3-hour, and the design parameters listed above, a storm intensity of 0.93 inches, 1.79 inches, respectively, was determined.

Allowable discharge for the site was calculated based on the design requirements outlined in the Draper City's Drainage Design Criteria. A minimum time of concentration of 5 minutes was assumed due to the large amount of pavement and impervious located onsite. Each site drainage area's hydrologic parameters are detailed below in Table 1, and the detention and orifice calculations can be found in Appendix B.

Table 1: Drainage Area Summary

Subbasin ID	Area (ac)	Tc (min)	Tlag (min)	CN
DET1	3.38	5	3	95
DET2	2.78	5	3	97

DETENTION FACILITY SIZING

Two underground detention facilities are proposed onsite to meet the 10-year, 3-hour design storm per Draper City design standards. The underground detention facilities are designed in series. Detention 2 collects runoff from the south portion of the site, and discharges north to Detention 1. Detention 2 requires a total detention volume of 7,884 cubic feet. The underground detention facility provides 8,044 cubic feet. Detention 1 requires a total detention volume of 8,189 cubic feet, with 9,641 cubic feet provided.

Per the master drainage study developed for the Point development, the prorated release rate for the developed area is 0.62 cfs for the 10-year storm event. Per conversations with Draper City, approximately 0.1 acres of the development flows undetained to the east with a 10-year release rate of 0.26 cfs. The allowable discharge from the detention facilities was restricted by an outlet control structure to maintain the allowable discharge for the total development. The orifice design for Detention 1 limits the outfall from the system to 0.31 cfs, which paired with the undetained flow results, results in a total post-development,

10-year flow from the site of 0.57 cfs, which is less than the allowable 10-year release rate for the developed area of 0.62 cfs.

Isolator rows have been provided in the StormTech systems to accommodate the storm water quality requirement. The required 7,775 cubic feet of quality treatment has been provided through these isolator rows.

PIPE SIZING

The storm drain pipes in the proposed design were designed with a minimum of 15 inches in diameter per Draper City code. The 10-year, 3-hour storm event was used to verify pipe sizing. Pipe calculations can be found in Appendix B. This sizing meets the requirements from Draper City and provides sufficient capacity to convey the stormwater runoff to the detention systems. Pipe calculations can be found in Appendix B.

CONCLUSION

The proposed stormwater detention facilities provide sufficient storage to detain the 10-year, 3-hour storm. Storm water quality measures have been specified to comply with Draper City standards. All stormwater for the development is conveyed through surface or piped flow to the detention systems, which then discharge into the existing Draper City storm drain system.

FIGURES



VICINITY MAP

NOT TO SCALE



Figure 1: Vicinity Map

APPENDIX A

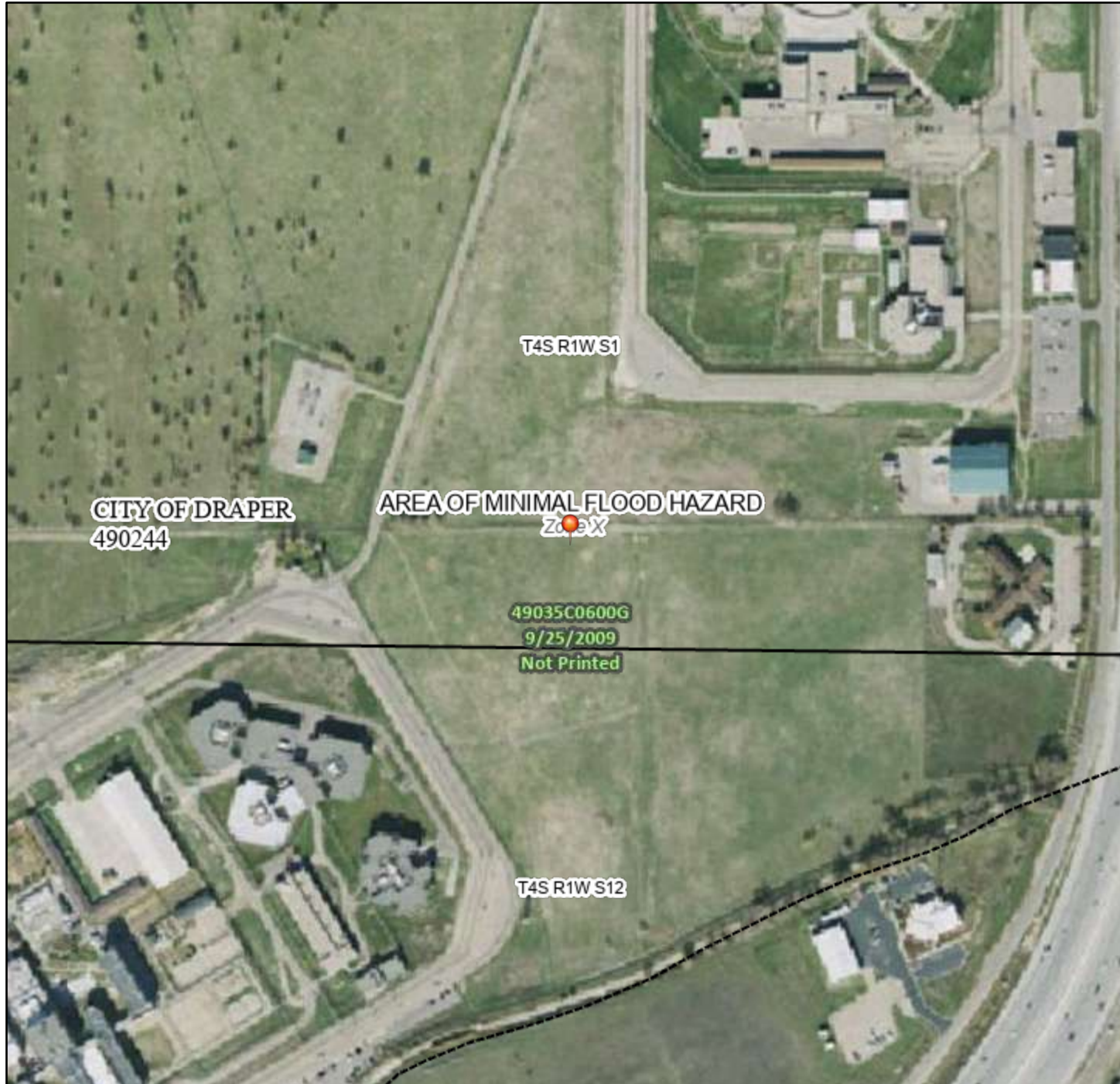
- *FEMA Firmette*
- *NRCS Web Soil Survey Map*
- *SCS CN Calculations*

National Flood Hazard Layer FIRMette



162

111°54'6"W 40°29'52"N



0 250 500 1,000 1,500 2,000 Feet

1:6,000

111°53'29"W 40°29'25"N

Basemap Imagery Source: USGS National Map 2023

Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

SPECIAL FLOOD HAZARD AREAS		Without Base Flood Elevation (BFE) Zone A, V, A99
		With BFE or Depth Zone AE, AO, AH, VE, AR
		Regulatory Floodway
OTHER AREAS OF FLOOD HAZARD		0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X
		Future Conditions 1% Annual Chance Flood Hazard Zone X
		Area with Reduced Flood Risk due to Levee. See Notes. Zone X
		Area with Flood Risk due to Levee Zone D
OTHER AREAS		NO SCREEN Area of Minimal Flood Hazard Zone X
		Effective LOMRs
		Area of Undetermined Flood Hazard Zone D
GENERAL STRUCTURES		Channel, Culvert, or Storm Sewer
		Levee, Dike, or Floodwall
OTHER FEATURES		20.2 Cross Sections with 1% Annual Chance Water Surface Elevation
		17.5 Cross Sections with 1% Annual Chance Water Surface Elevation
		Coastal Transect
		Base Flood Elevation Line (BFE)
		Limit of Study
		Jurisdiction Boundary
		Coastal Transect Baseline
MAP PANELS		Digital Data Available
		No Digital Data Available
		Unmapped



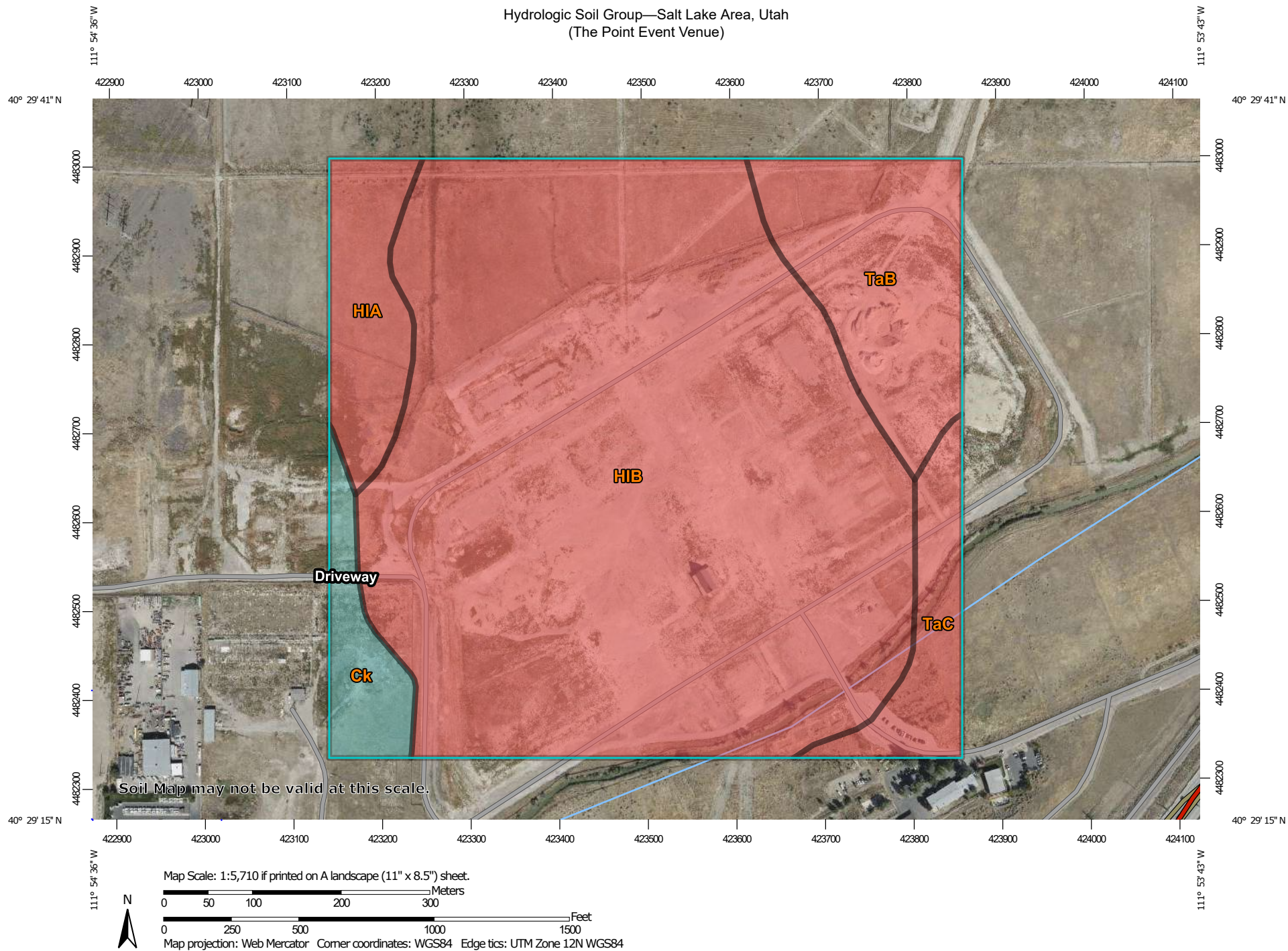
The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 6/15/2026 at 10:40 PM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.

Hydrologic Soil Group—Salt Lake Area, Utah
(The Point Event Venue)



**Natural Resources
Conservation Service**

Web Soil Survey
National Cooperative Soil Survey

4/15/2026
Page 1 of 4

Hydrologic Soil Group—Salt Lake Area, Utah
(The Point Event Venue)

MAP LEGEND

Area of Interest (AOI)

 Area of Interest (AOI)

Soils

Soil Rating Polygons

 A
 A/D
 B
 B/D
 C
 C/D
 D
 Not rated or not available

Soil Rating Lines

 A
 A/D
 B
 B/D
 C
 C/D
 D
 Not rated or not available

Soil Rating Points

 A
 A/D
 B
 B/D

 C
 C/D
 D
 Not rated or not available

Water Features

 Streams and Canals

Transportation

 Rails
 Interstate Highways
 US Routes
 Major Roads
 Local Roads

Background

 Aerial Photography

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:20,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
 Web Soil Survey URL:
 Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Salt Lake Area, Utah
 Survey Area Data: Version 18, Aug 26, 2025

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Mar 1, 2024—Jul 1, 2024

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.



Hydrologic Soil Group

Map unit symbol	Map unit name	Rating	Acres in AOI	Percent of AOI
Ck	Chipman silty clay loam, saline, sodic, 0 to 1 percent slopes	D	4.7	3.9%
HIA	Hillfield loam, 0 to 1 percent slopes	C	7.2	6.1%
HIB	Hillfield loam, 1 to 3 percent slopes	C	87.9	73.5%
TaB	Taylorsville silty clay loam, 1 to 3 percent slopes	C	13.6	11.4%
TaC	Taylorsville silty clay loam, 3 to 6 percent slopes	C	6.1	5.1%
Totals for Area of Interest			119.5	100.0%



Description

Hydrologic soil groups are based on estimates of runoff potential. Soils are assigned to one of four groups according to the rate of water infiltration when the soils are not protected by vegetation, are thoroughly wet, and receive precipitation from long-duration storms.

The soils in the United States are assigned to four groups (A, B, C, and D) and three dual classes (A/D, B/D, and C/D). The groups are defined as follows:

Group A. Soils having a high infiltration rate (low runoff potential) when thoroughly wet. These consist mainly of deep, well drained to excessively drained sands or gravelly sands. These soils have a high rate of water transmission.

Group B. Soils having a moderate infiltration rate when thoroughly wet. These consist chiefly of moderately deep or deep, moderately well drained or well drained soils that have moderately fine texture to moderately coarse texture. These soils have a moderate rate of water transmission.

Group C. Soils having a slow infiltration rate when thoroughly wet. These consist chiefly of soils having a layer that impedes the downward movement of water or soils of moderately fine texture or fine texture. These soils have a slow rate of water transmission.

Group D. Soils having a very slow infiltration rate (high runoff potential) when thoroughly wet. These consist chiefly of clays that have a high shrink-swell potential, soils that have a high water table, soils that have a claypan or clay layer at or near the surface, and soils that are shallow over nearly impervious material. These soils have a very slow rate of water transmission.

If a soil is assigned to a dual hydrologic group (A/D, B/D, or C/D), the first letter is for drained areas and the second is for undrained areas. Only the soils that in their natural condition are in group D are assigned to dual classes.

Rating Options

Aggregation Method: Dominant Condition

Component Percent Cutoff: None Specified

Tie-break Rule: Higher



Project: **POM Event Venue**
 Description: **Onsite Detention**
 Date: **October 6, 2026**

Detention	Total Area	Area (mi2)	Pavement Area	CN	Building Area	CN	Landscape Area	CN	CN	Ia	%Imp	Req Vol (ac-ft)	Req Vol (CF)
1	3.38	0.0053	129401.73	98.00	0.00	98.00	17843.00	74.00	95.09	0.52	0.88	0.19	8189.28
2	2.78	0.0043	55647.63	98.00	59407.44	98.00	6027.00	74.00	96.81	0.33	0.95	0.18	7884.36

POINT PHASE 1 PUBLIC
INFRASTRUCTURE
DISTRICT NO. 1

14425 BITTERBRUSH LANE, DRAPER,
UTAH 84020

Gensler
500 South Figueroa Street
Los Angeles, California 90071
United States
Tel 213.327.3600
Fax 213.327.3601

Kimley-Horn
Kimley-Horn
111 E. Broadway, Suite 600
Salt Lake City, UT 84111
Tel 385.212.3176

RIO S
RIO S
3101 W Exposition Pl
Los Angeles, CA 90017
Tel 323.785.1800

Alvine
Alvine
1201 Cass Street
Omaha, Nebraska 68102
Tel 402.346.7000

HLB
HLB
8580 Washington Blvd.
Culver City, CA 90232
Tel 310.537.0929

Salas O'Brien
Salas O'Brien
15508 Wright Brothers Dr. Floor 2
Addison, TX 75001
Tel 972.239.1505

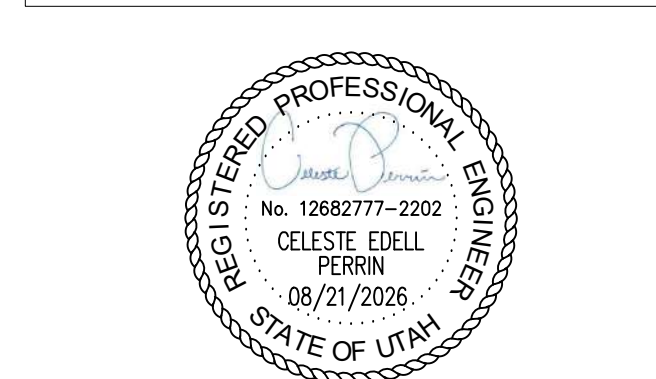
CDC
CDC
2400 S Cimarron Rd Ste 125
Las Vegas, NV 89117
Tel 702.222.3521

Lorch Bates
Lorch Bates
2273 Corporate Circle Ste 250
Henderson, NV 89074
Tel 702.620.1288

AMERICAN TRASH MANAGEMENT
AMERICAN TRASH MANAGEMENT
1900 Powell St #220
Emeryville, CA 94608
Tel 415.292.5400

Date	Description
09-28-2025	100% SCHEMATIC DESIGN
03-09-2025	50% DESIGN DEVELOPMENT
01-16-2026	100% DESIGN DEVELOPMENT
04-24-2026	BP-1 - ISSUE FOR FOOTINGS, FOUNDATION & STRUCTURE PERMIT
05-19-2026	BP-1 - ISSUE FOR FOOTINGS, FOUNDATION & STRUCTURE PERMIT - SUBMITTAL #2
06-10-2026	BP-1 - ISSUE FOR FOOTINGS, FOUNDATION & STRUCTURE PERMIT - SUBMITTAL #3
06-10-2026	BP-2 - ISSUE FOR BUILDING PERMIT
07-24-2026	BP-2 - IRID SUBMITTAL #2
08-21-2026	BP-2 - ISSUE FOR BUILDING PERMIT - SUBMITTAL #2
09-18-2026	BP-2 - ISSUE FOR BUILDING PERMIT - SUBMITTAL #3

Seal / Signature

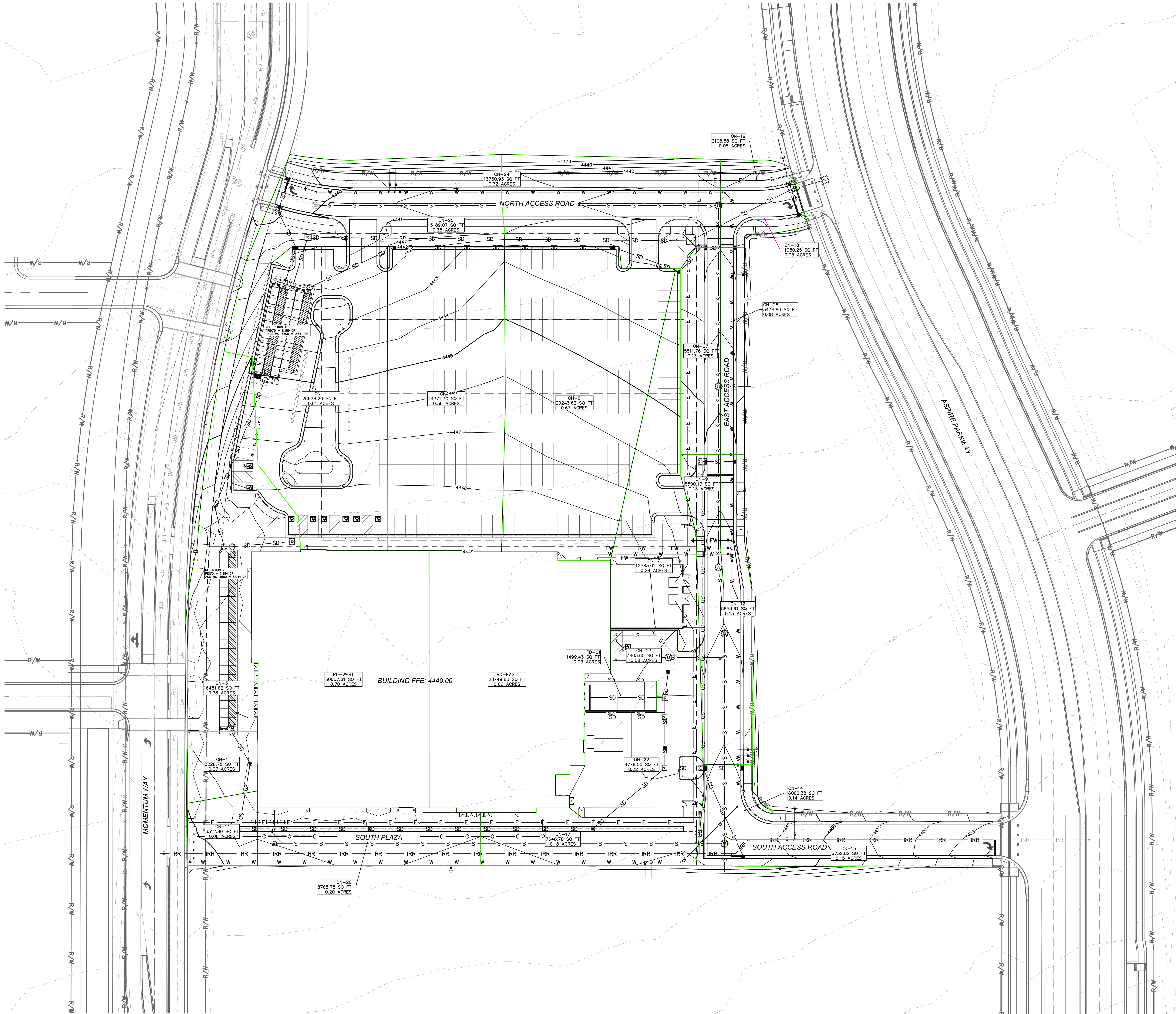


Project Name
THE POINT EVENT VENUE

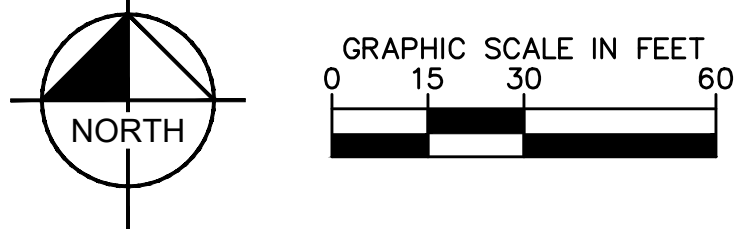
Project Number
05.5291.000

Description
DRAINAGE AREA MAP

Scale
REFER TO SHEET



LEGEND	
---	PROPERTY LINE
---	RIGHT-OF-WAY LINE
---	EXISTING 5' MAJOR CONTOUR
---	EXISTING 1' MINOR CONTOUR
---	PROPOSED 5' MAJOR CONTOUR
---	PROPOSED 1' MINOR CONTOUR
---	PROPOSED STORM DRAIN
---	PROPOSED STORM DRAIN STRUCTURE
---	GRADE BREAK LINE
---	DRAINAGE AREA



CAUTION NOTES TO CONTRACTOR
THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR ELEVATION OF EXISTING UTILITIES AS SHOWN ON THESE PLANS IS BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIES AND, WHERE POSSIBLE, MEASUREMENTS TAKEN IN THE FIELD. THE INFORMATION IS NOT TO BE RELIED ON AS BEING EXACT OR COMPLETE. THE CONTRACTOR MUST CALL THE LOCAL UTILITY LOCATION CENTER AT LEAST 48 HOURS BEFORE ANY EXCAVATION TO REQUEST EXACT FIELD LOCATIONS OF THE UTILITIES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL EXISTING UTILITIES WHICH CONFLICT WITH THE PROPOSED IMPROVEMENTS SHOWN ON THE PLANS.

APPENDIX B

- *Detention Calculations*
- *Catch Basin Sizing*
- *Pipe Sizing Calculations*

Route: Muskingum Cunge

Element Name	Method	Channel	Length (FT)	Energy Slope (FT/FT)	Mannings n	Diameter	Initial Variable	Space - Time Method	Index Parameter Type	Index Flow	Number Subreaches	Max Iterations
Rdet2	Muskingum Cunge	Circular	120	0.01	0.01	1.5	Combined Inflow	Automatic DX and DT	Index Flow	0.1	1	20
Rdet1	Muskingum Cunge	Circular	536.5	0.01	0.01	1.5	Combined Inflow	Automatic DX and DT	Index Flow	0.1	1	20

Global Results Summary

Hydrologic Element	Drainage Area (MI ²)	Peak Discharge (CFS)	Time of Peak	Volume (IN)
Sub1	0.01	6.49	01Jan2000, 01:10	0.83
Sub3	0	4.35	01Jan2000, 01:10	0.91
Sub2	0	1.46	01Jan2000, 01:10	0.91
Det2	0	0.09	01Jan2000, 03:00	0.07
Rdet2	0	0.09	01Jan2000, 03:00	0.07
Det1	0.01	0.31	01Jan2000, 03:00	0.11
Rdet1	0.01	0.31	01Jan2000, 03:00	0.1
Out2	0.01	0.31	01Jan2000, 03:00	0.1

Subbasin: SUB1

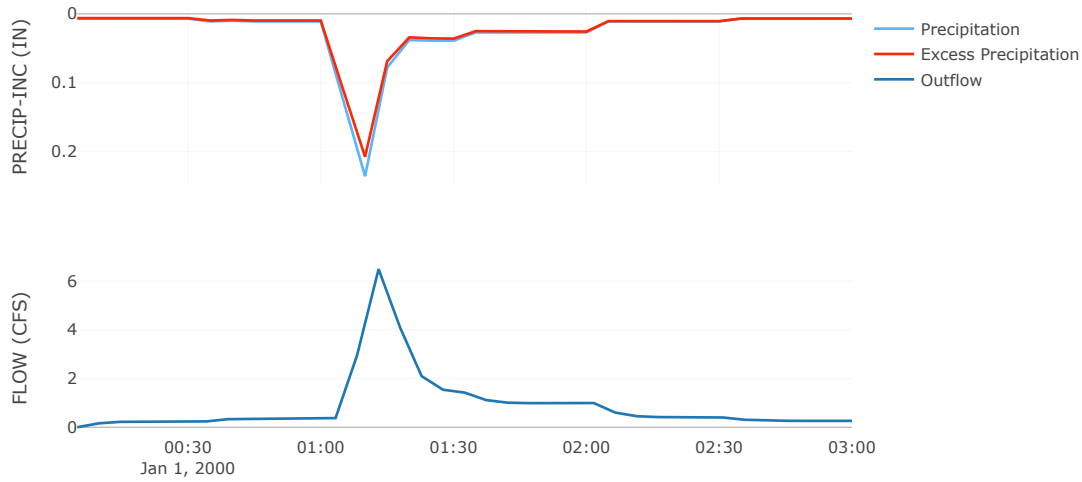
Area (MI²) : 0.01
Downstream : Detr

Loss Rate: SCS	
Percent Impervious Area	88
Curve Number	95.09
Initial Abstraction	0.52

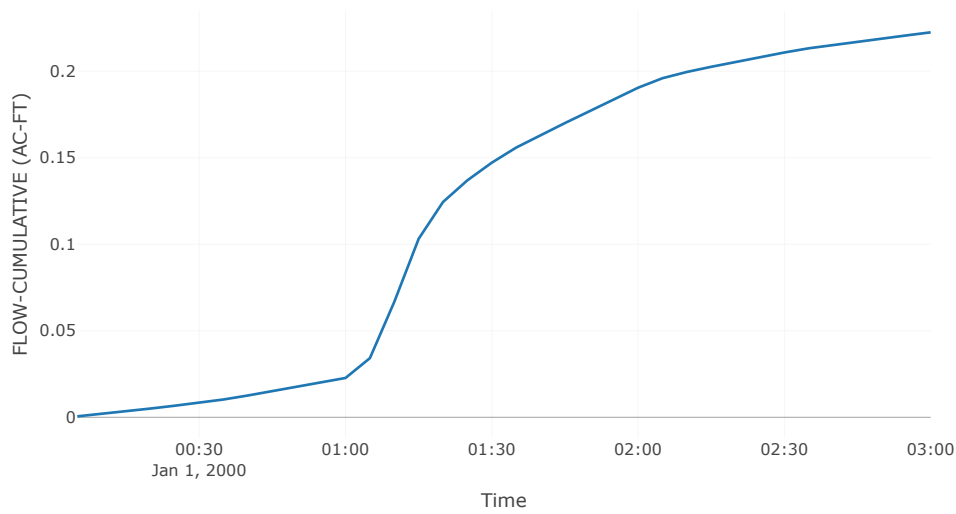
Transform: SCS	
Lag	3
Unitgraph Type	Standard

Results: SUB1	
Peak Discharge (CFS)	6.49
Time of Peak Discharge	01Jan2000, 01:10
Volume (IN)	0.83
Precipitation Volume (AC - FT)	0.25
Loss Volume (AC - FT)	0.02
Excess Volume (AC - FT)	0.22
Direct Runoff Volume (AC - FT)	0.22
Baseflow Volume (AC - FT)	0

Precipitation and Outflow



Cumulative Outflow



Subbasin: SUB3**Area (MI²)** : 0**Downstream** : Det2**Loss Rate: SCS**

Percent Impervious Area	94
Curve Number	98.61
Initial Abstraction	0.14

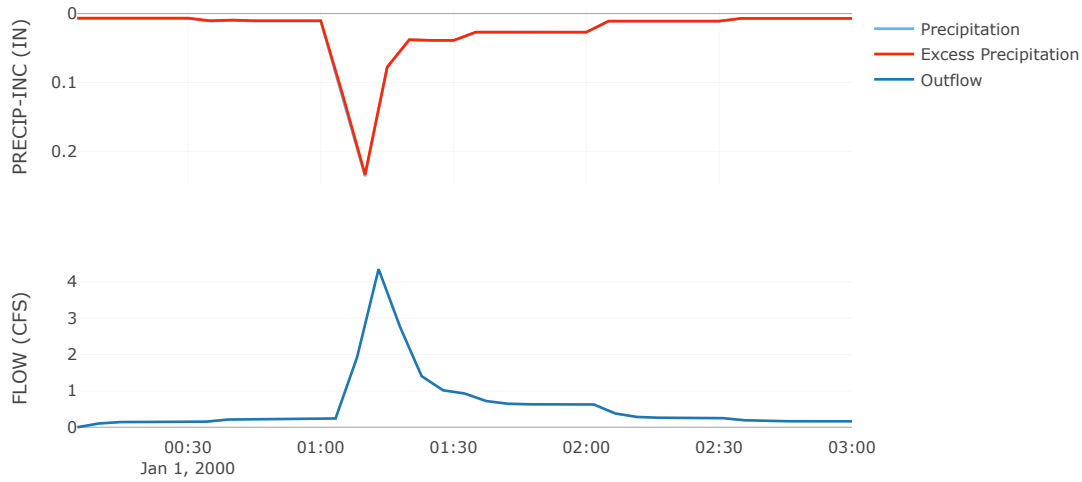
Transform: SCS

Lag	3
Unitgraph Type	Standard

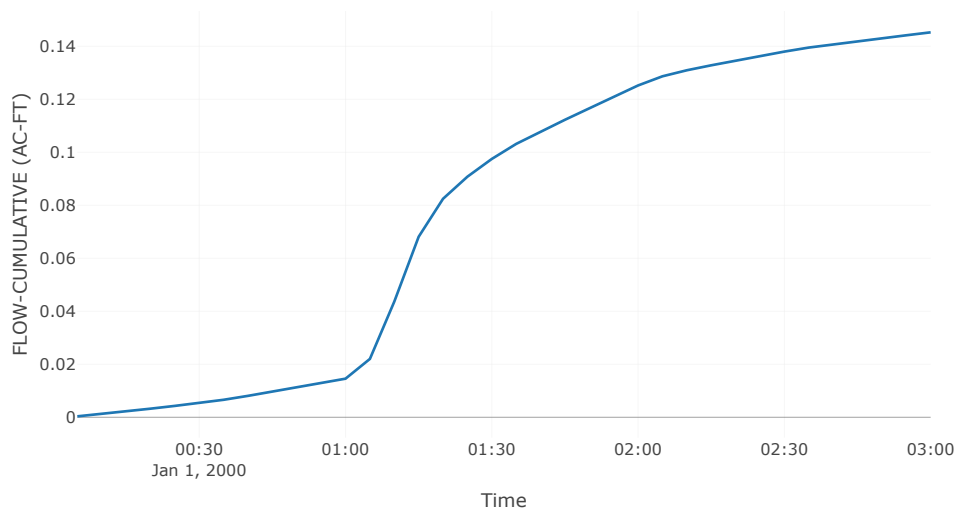
Results: SUB3

Peak Discharge (CFS)	4.35
Time of Peak Discharge	01Jan2000, 01:10
Volume (IN)	0.91
Precipitation Volume (AC - FT)	0.15
Loss Volume (AC - FT)	0
Excess Volume (AC - FT)	0.15
Direct Runoff Volume (AC - FT)	0.15
Baseflow Volume (AC - FT)	0

Precipitation and Outflow



Cumulative Outflow



Subbasin: SUB2**Area (MI²)** : 0**Downstream** : Det2**Loss Rate: SCS**

Percent Impervious Area	97
Curve Number	98.31
Initial Abstraction	0.17

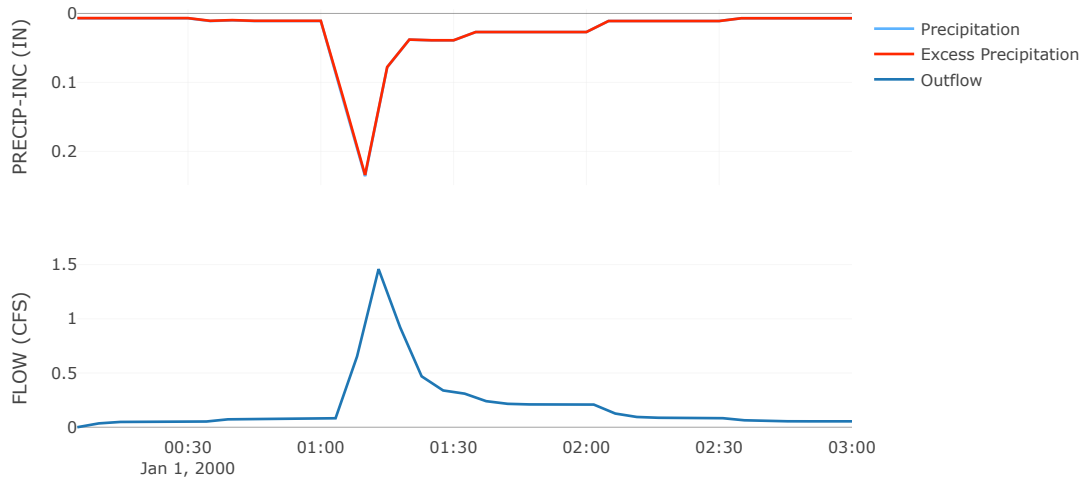
Transform: SCS

Lag	3
Unitgraph Type	Standard

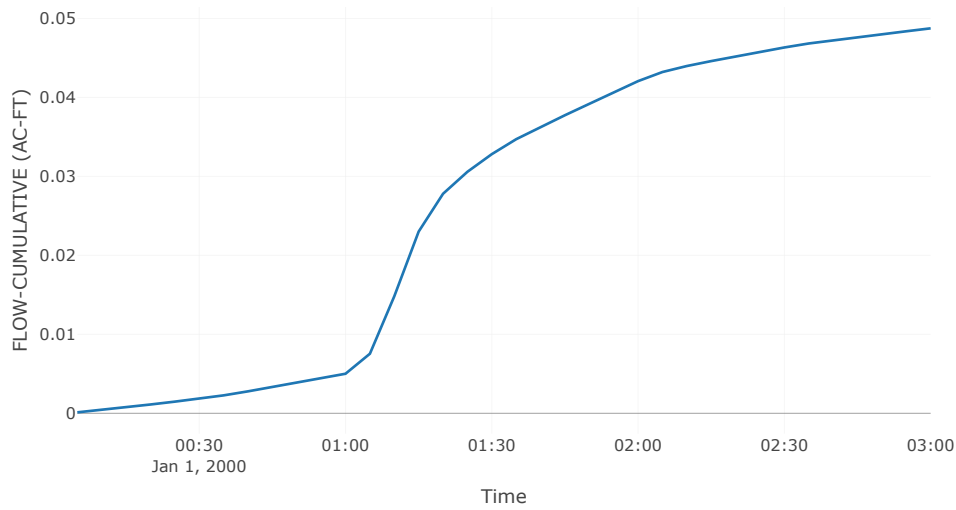
Results: SUB2

Peak Discharge (CFS)	1.46
Time of Peak Discharge	01Jan2000, 01:10
Volume (IN)	0.91
Precipitation Volume (AC - FT)	0.05
Loss Volume (AC - FT)	0
Excess Volume (AC - FT)	0.05
Direct Runoff Volume (AC - FT)	0.05
Baseflow Volume (AC - FT)	0

Precipitation and Outflow



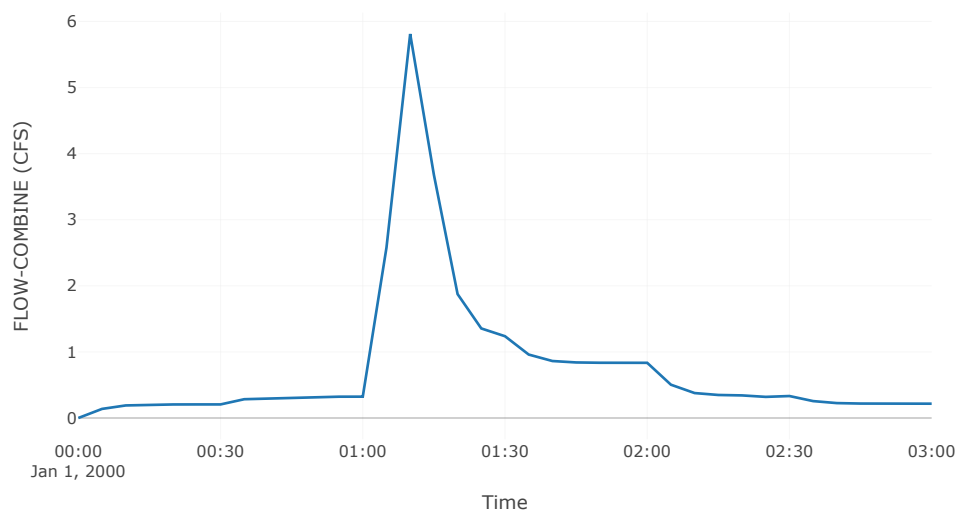
Cumulative Outflow



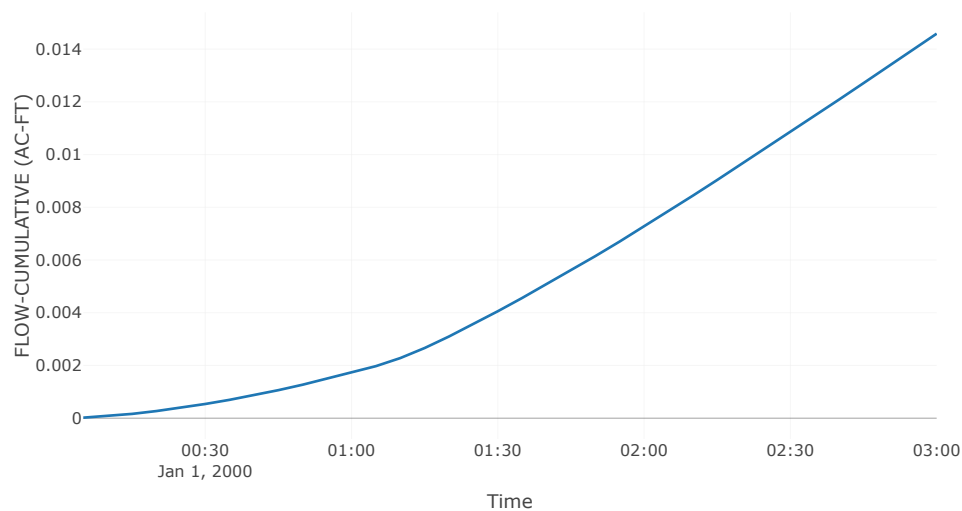
Reservoir: DET2**Downstream :** Rdet2**Results: DET2**

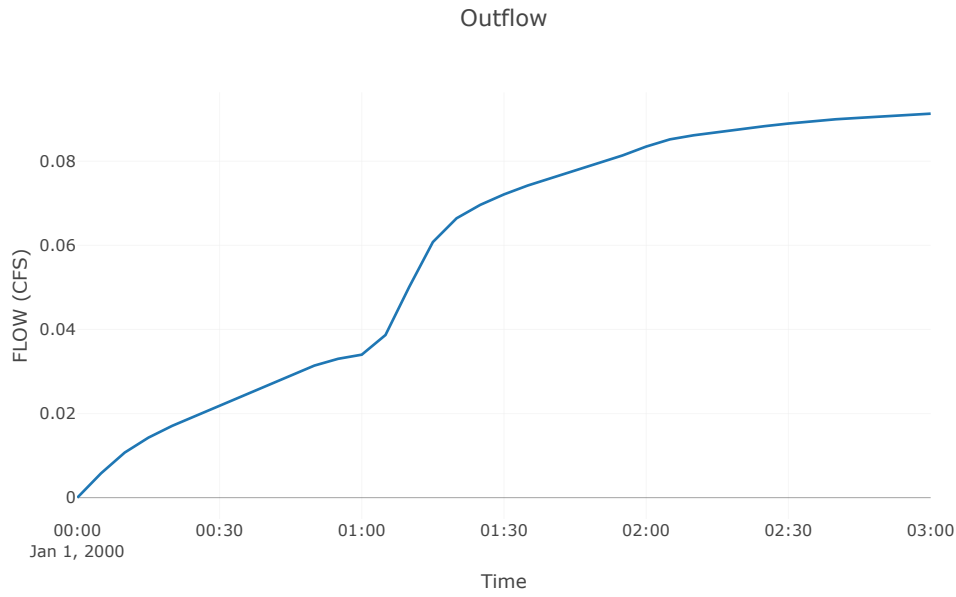
Peak Discharge (CFS)	0.09
Time of Peak Discharge	01Jan2000, 03:00
Volume (IN)	0.07
Peak Inflow (CFS)	5.81
Time of Peak Inflow	01Jan2000, 01:10
Inflow Volume (AC - FT)	0.19
Maximum Storage (AC - FT)	0.18
Peak Elevation (FT)	5.35
Discharge Volume (AC - FT)	0.01

Combined Inflow



Cumulative Outflow





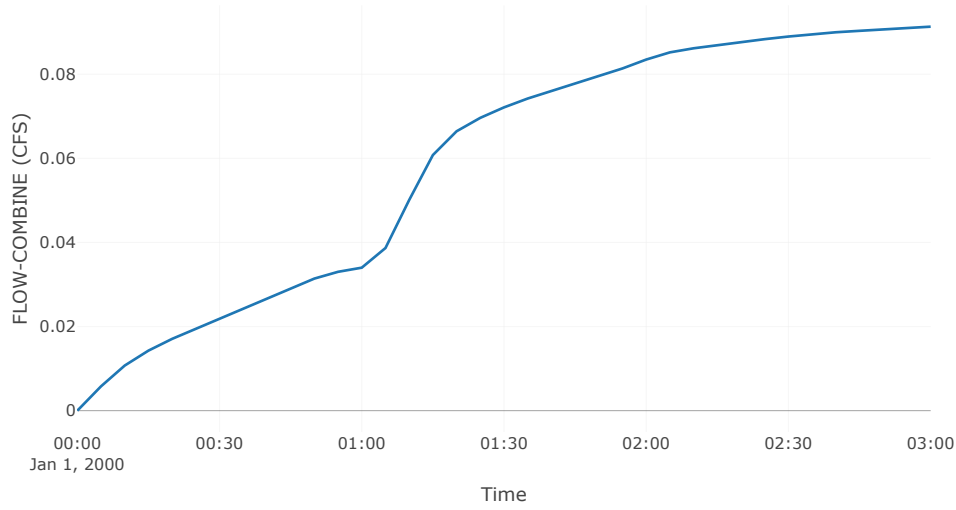
Reach: RDET2

Downstream : Detr

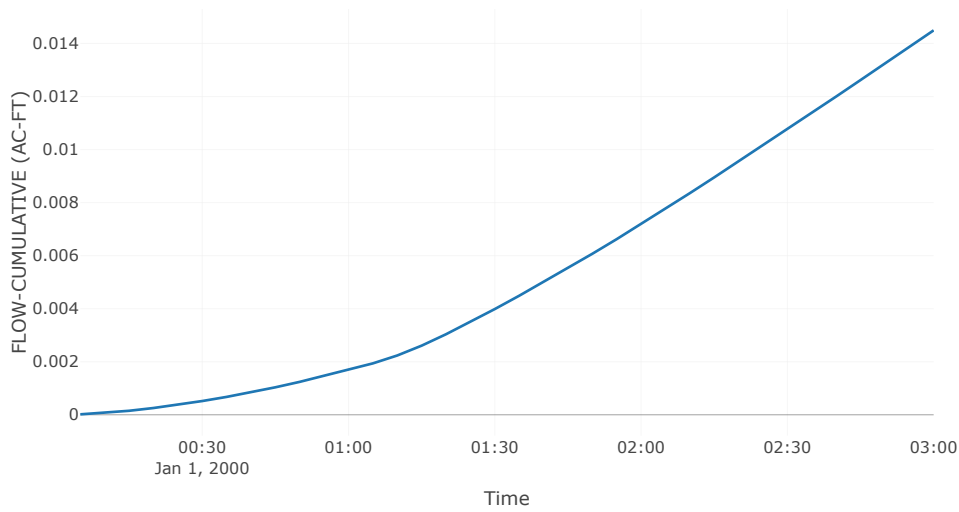
Route: Muskingum Cunge	
Method	Muskingum Cunge
Channel	Circular
Length (FT)	120
Energy Slope (FT/FT)	0.01
Mannings n	0.01
Diameter	1.5
Initial Variable	Combined Inflow
Space - Time Method	Automatic DX and DT
Index Parameter Type	Index Flow
Index Flow	0.1
Number Subreaches	1
Maximum Depth Iterations	20
Maximum Route Step Iterations	30

Results: RDET2	
Peak Discharge (CFS)	0.09
Time of Peak Discharge	01Jan2000, 03:00
Volume (IN)	0.07
Peak Inflow (CFS)	0.09
Inflow Volume (AC - FT)	0.01

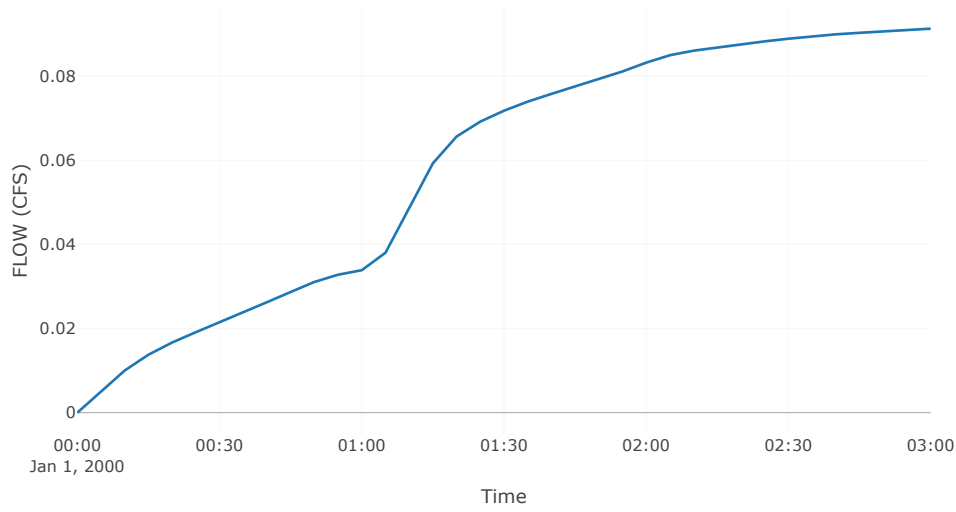
Combined Inflow



Cumulative Outflow



Outflow



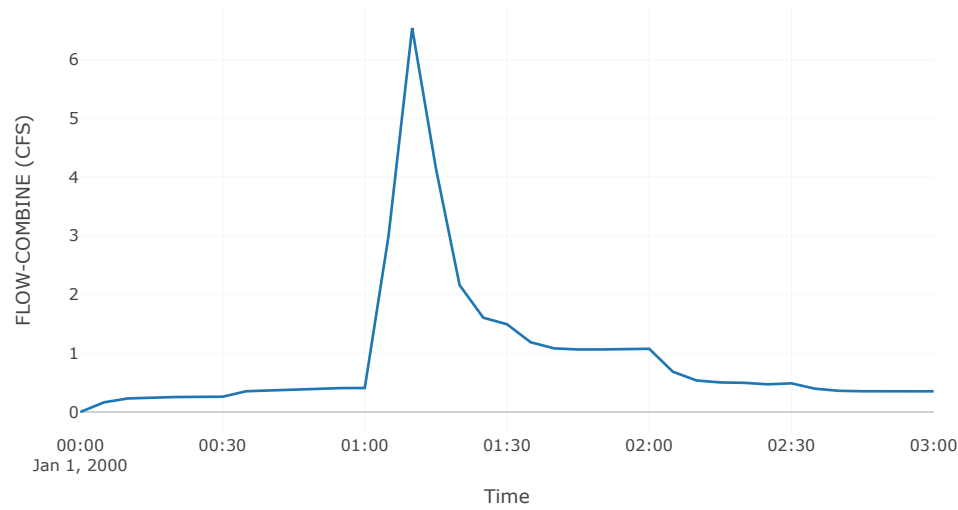
Reservoir: DETr

Downstream : Rdetr

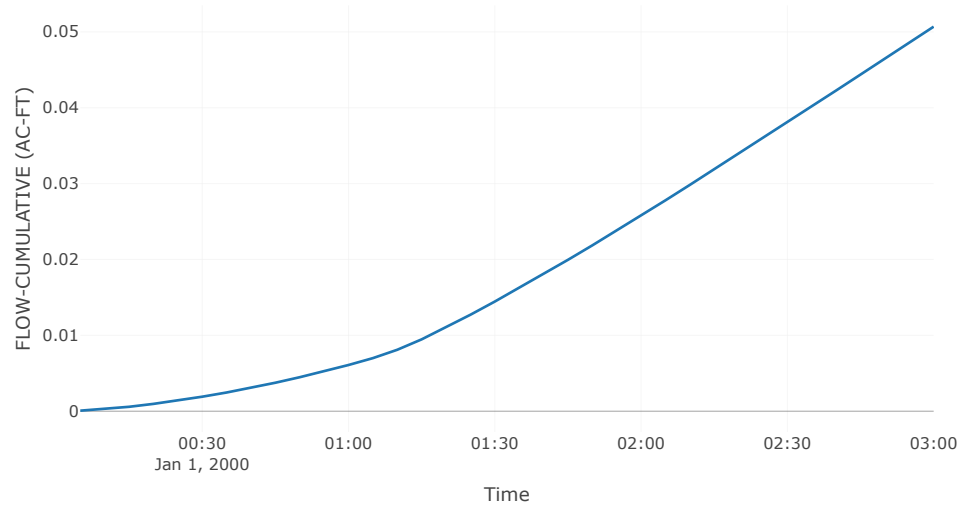
Results: DETr

Peak Discharge (CFS)	0.31
Time of Peak Discharge	01Jan2000, 03:00
Volume (IN)	0.11
Peak Inflow (CFS)	6.54
Time of Peak Inflow	01Jan2000, 01:10
Inflow Volume (AC - FT)	0.24
Maximum Storage (AC - FT)	0.19
Peak Elevation (FT)	4.29
Discharge Volume (AC - FT)	0.05

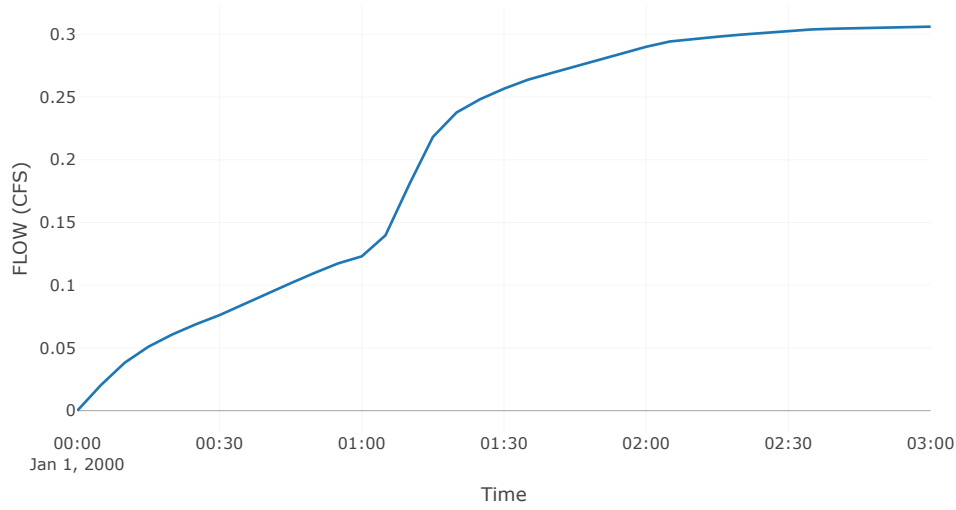
Combined Inflow



Cumulative Outflow



Outflow



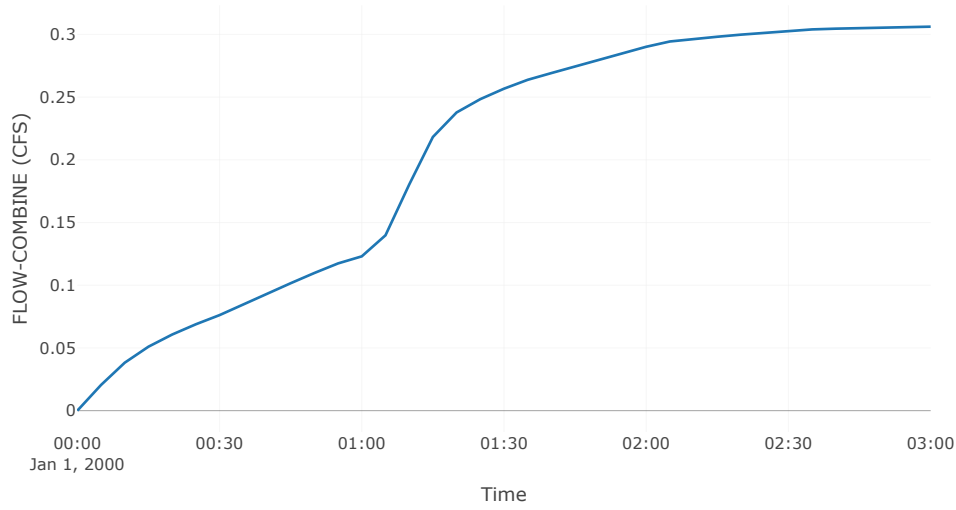
Reach: RDETr**Downstream :** Out2**Route: Muskingum Cunge**

Method	Muskingum Cunge
Channel	Circular
Length (FT)	536.5
Energy Slope (FT/FT)	0.01
Mannings n	0.01
Diameter	1.5
Initial Variable	Combined Inflow
Space - Time Method	Automatic DX and DT
Index Parameter Type	Index Flow
Index Flow	0.1
Number Subreaches	1
Maximum Depth Iterations	20
Maximum Route Step Iterations	30

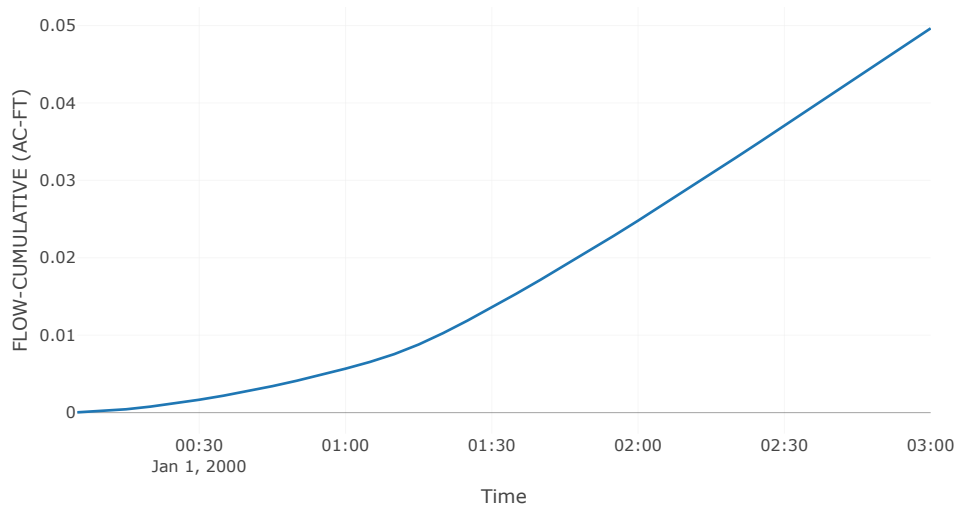
Results: RDETr

Peak Discharge (CFS)	0.31
Time of Peak Discharge	01Jan2000, 03:00
Volume (IN)	0.1
Peak Inflow (CFS)	0.31
Inflow Volume (AC - FT)	0.05

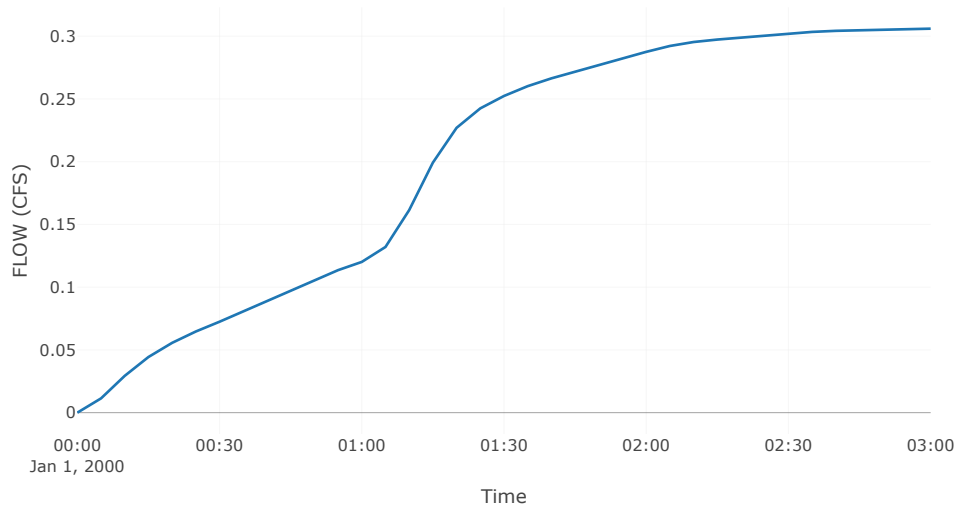
Combined Inflow



Cumulative Outflow



Outflow

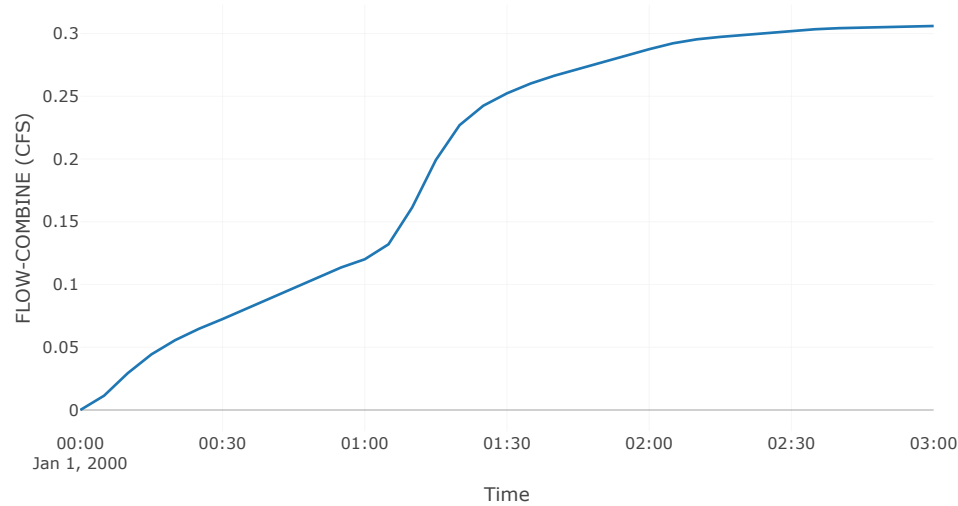


Junction: OUT2

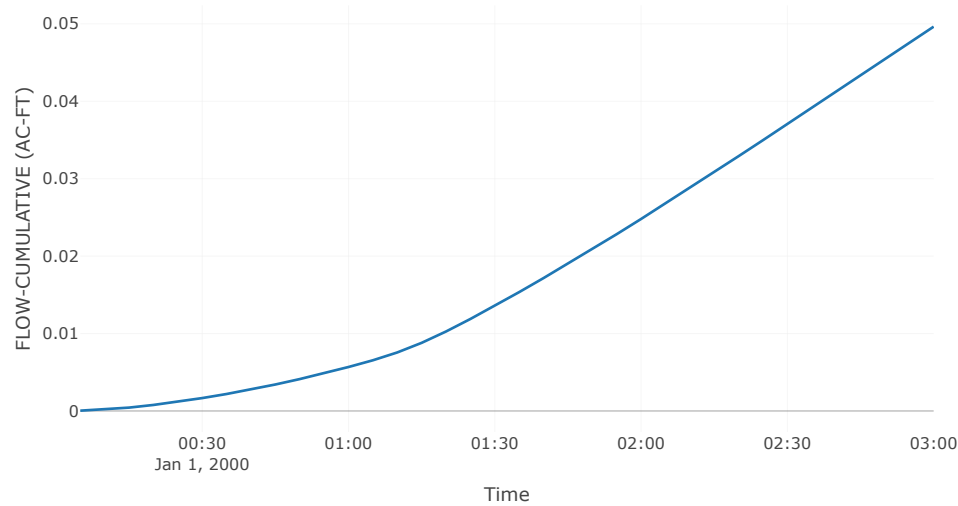
Results: OUT2

Peak Discharge (CFS)	0.31
Time of Peak Discharge	01Jan2000, 03:00
Volume (IN)	0.1

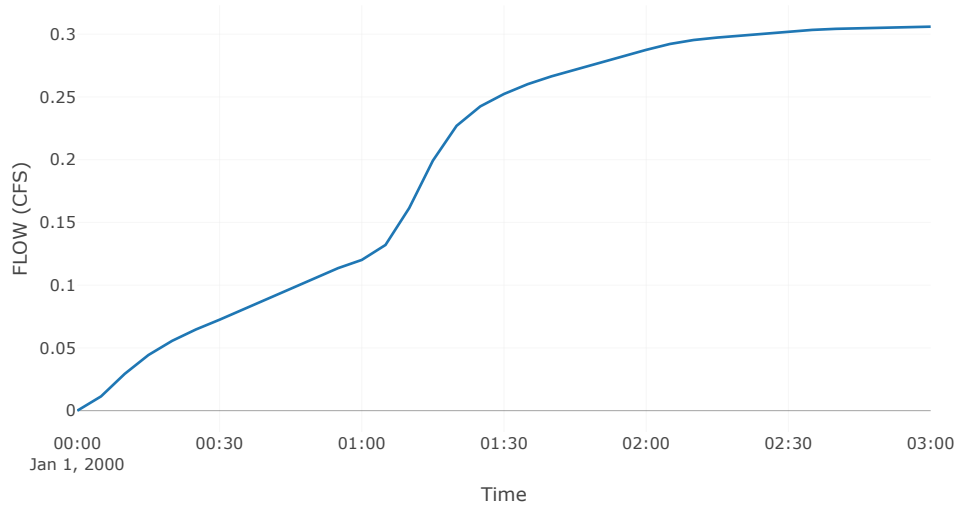
Combined Inflow



Cumulative Outflow



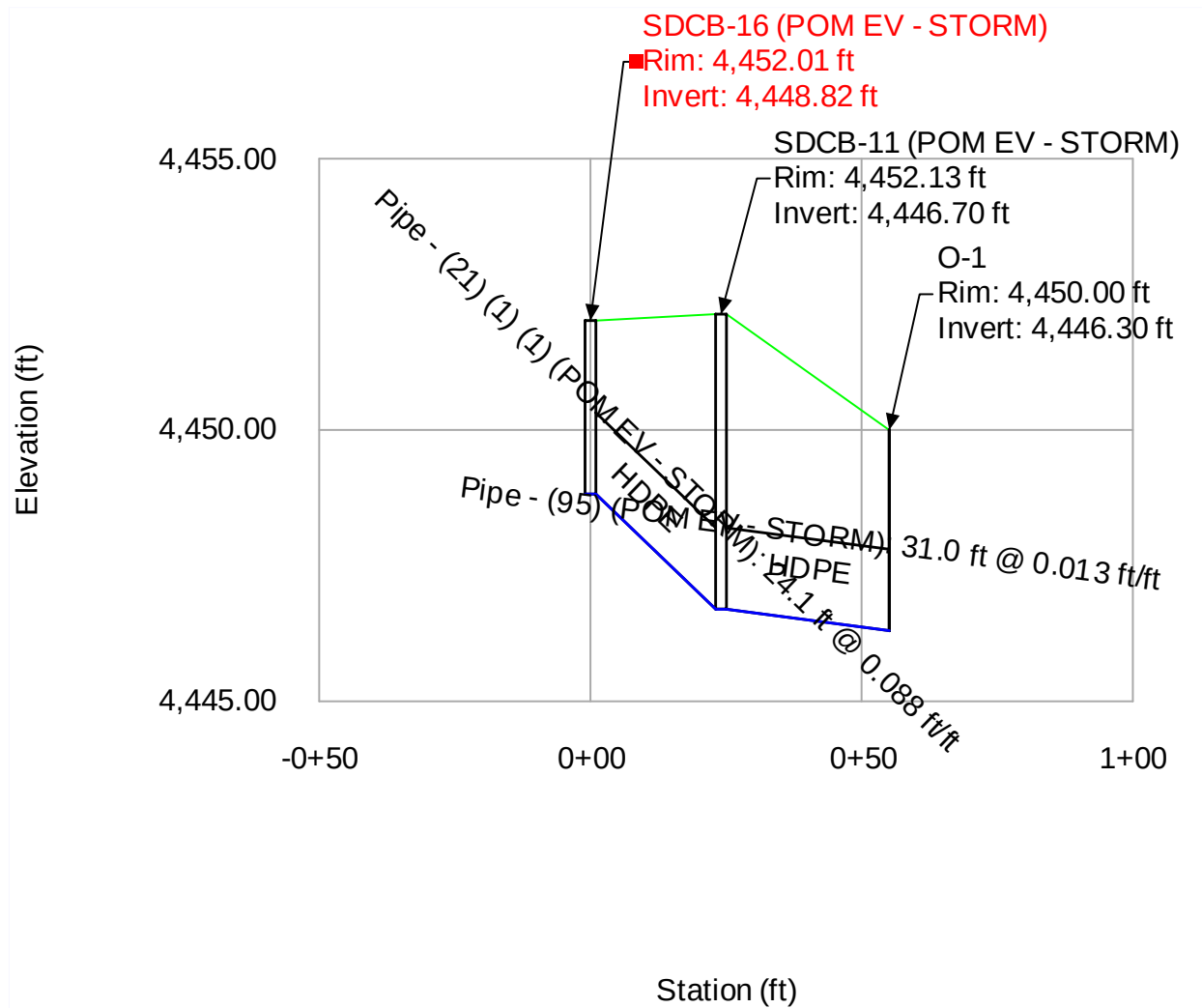
Outflow

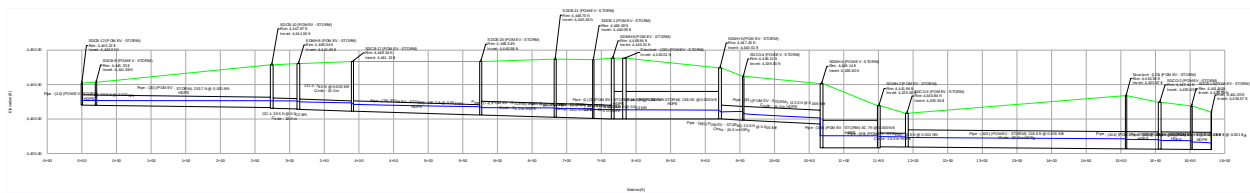


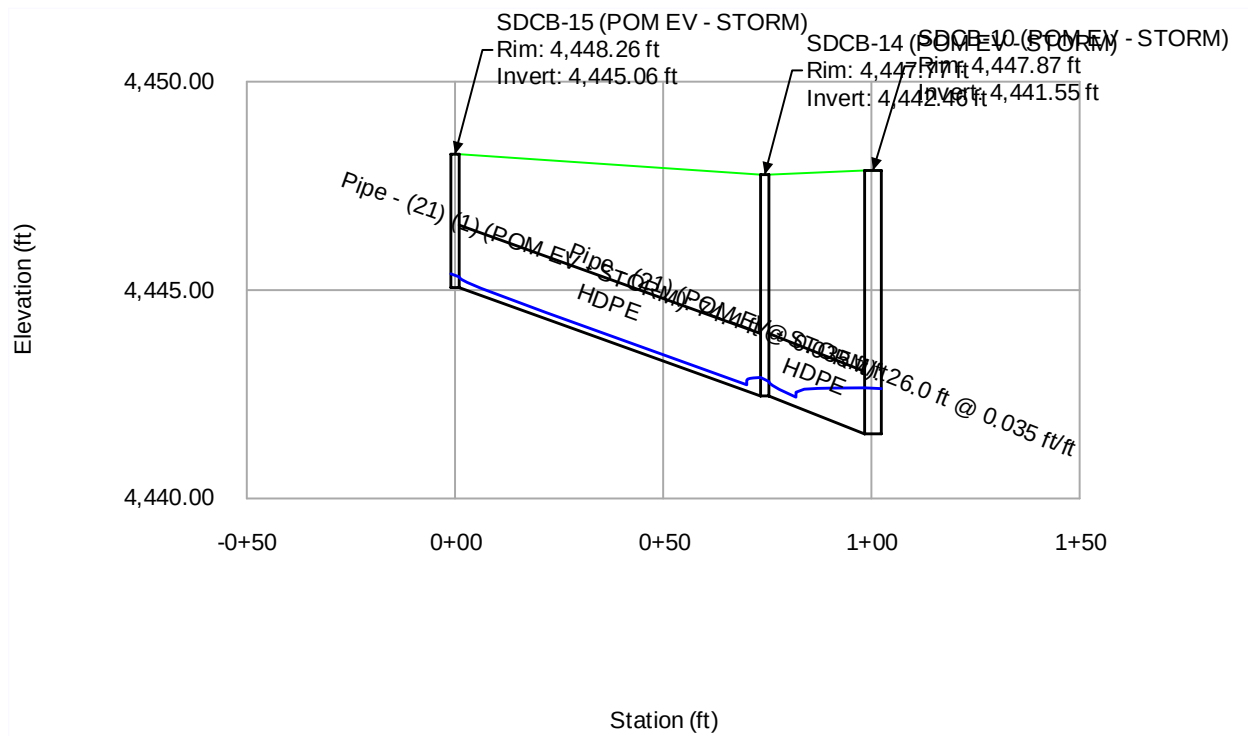
Area No.	SDCB #	DET	Total Area A (ac)	Total Area A (sq ft)	Runoff Coefficient Pavement	Area Coefficient C1	Runoff Coefficient Building	Area Coefficient C2	Runoff Coefficient Landscape	Area Coefficient C3	Final Runoff Coefficient C	i10 (in/hr)	Q10 (cfs)	i100 (in/hr)	Q100 (cfs)
SUB-ID															
1	SDCB-1	2	0.07	3,228.8	0.95	2252.75	0.95		0.10	976.00	0.69	3.30	0.17	6.49	0.34
3	SDCB-3	1	0.38	16,482.0	0.95	14586.00	0.95		0.10	1896.00	0.85	3.30	1.07	6.49	2.11
4	SDCB-4	1	0.61	26,678.2	0.95	22022.20	0.95		0.10	4656.00	0.80	3.30	1.63	6.49	3.21
5	SDCB-5	1	0.56	24,371.3	0.95	24371.30	0.95		0.10		0.95	3.30	1.77	6.49	3.48
6	SDCB-6	1	0.67	29,243.6	0.95	29243.62	0.95		0.10		0.95	3.30	2.12	6.49	4.17
7	SDCB-7	1	0.29	12,583.0	0.95	10394.02	0.95		0.10	2189.00	0.80	3.30	0.77	6.49	1.52
9	SDCB-9	2	0.13	5,590.1	0.95	5590.13	0.95		0.10		0.95	3.30	0.41	6.49	0.80
12	SDCB-12	2	0.13	5,653.6	0.95	5653.61	0.95		0.10		0.95	3.30	0.41	6.49	0.81
14	SDCB-14	2	0.14	6,062.4	0.95	5066.38	0.95		0.10	996.00	0.81	3.30	0.38	6.49	0.74
15	SDCB-15	2	0.15	6,732.8	0.95	6732.82	0.95		0.10		0.95	3.30	0.49	6.49	0.96
17	SDCB-17	2	0.18	7,648.8	0.95	7373.78	0.95		0.10	275.00	0.92	3.30	0.54	6.49	1.06
18	SDCB-18	Direct Release	0.05	1,980.3	0.95	1727.25	0.95		0.10	253.00	0.84	3.30	0.13	6.49	0.25
19	SDCB-19	Direct Release	0.05	2,108.6	0.95	1855.58	0.95		0.10	253.00	0.85	3.30	0.14	6.49	0.27
20	SDCB-20	2	0.20	8,765.8	0.95	8194.78	0.95		0.10	571.00	0.89	3.30	0.60	6.49	1.18
21	SDCB-21	2	0.08	3,312.8	0.95	3312.80	0.95		0.10		0.95	3.30	0.24	6.49	0.47
22	SDCB-22	2	0.22	9,776.5	0.95	8756.50	0.95		0.10	1020.00	0.86	3.30	0.64	6.49	1.27
23	SDCB-23	2	0.08	3,403.7	0.95	1214.65	0.95		0.10	2189.00	0.40	3.30	0.10	6.49	0.21
24	SDCB-24	1	0.32	13,751.0	0.95	12755.00	0.95		0.10	996.00	0.89	3.30	0.93	6.49	1.84
25	SDCB-25	1	0.35	15,189.0	0.95	9374.00	0.95		0.10	5815.00	0.62	3.30	0.72	6.49	1.43
26	SDCB-26	1	0.08	3,434.8	0.95	3434.83	0.95		0.10		0.95	3.30	0.25	6.49	0.49
27	SDCB-27	1	0.13	5,511.8	0.95	3220.76	0.95		0.10	2291.00	0.60	3.30	0.25	6.49	0.49
RD-EAST		2	0.66	28,749.8	0.95	0.00	0.95	28,749.8	0.10		0.95	3.30	2.09	6.49	4.10
RD-WEST		2	0.70	30,657.6	0.95	0.00	0.95	30,657.6	0.10		0.95	3.30	2.22	6.49	4.38
TD-01		2	0.03	1,499.4	0.95	1499.43	0.95		0.10		0.95	3.30	0.11	6.49	0.21

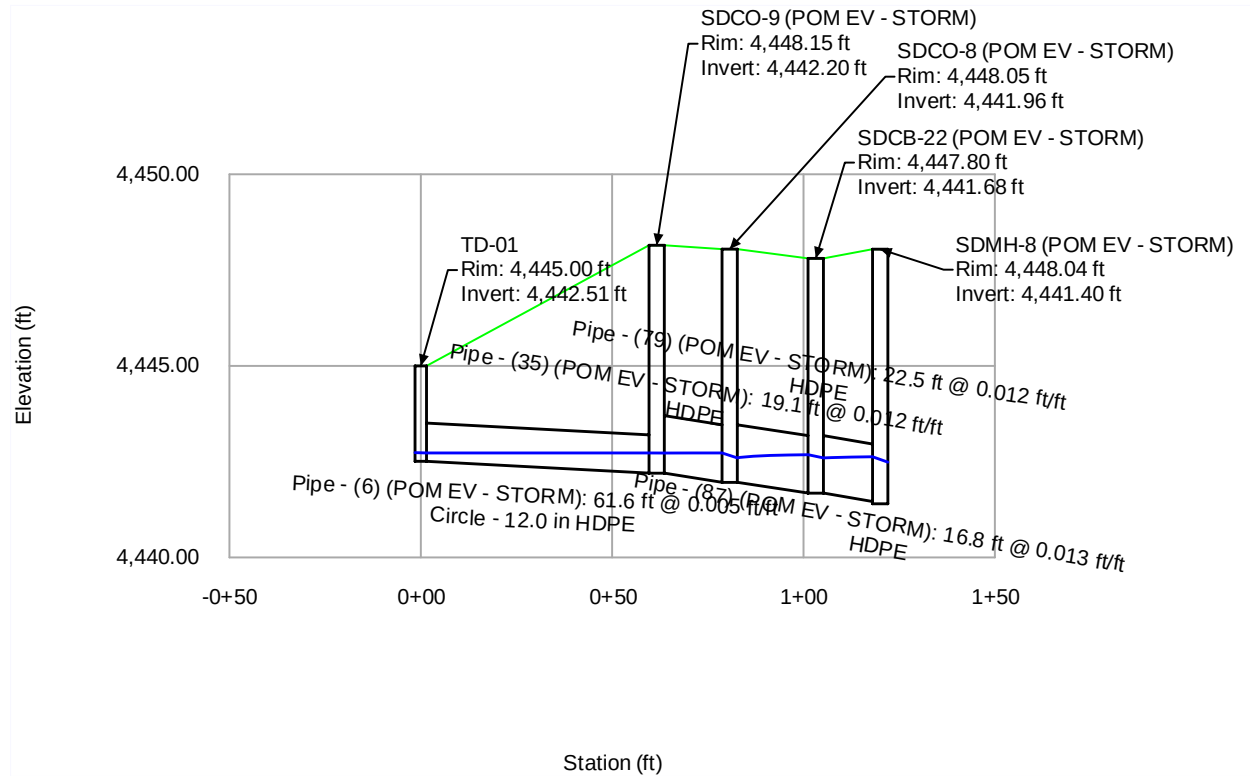
PROJECT NAME:	The Point Event Venue
PROJECT NUMBER:	093877009
CALCULATED BY:	EQB
CHECKED BY:	EKJ

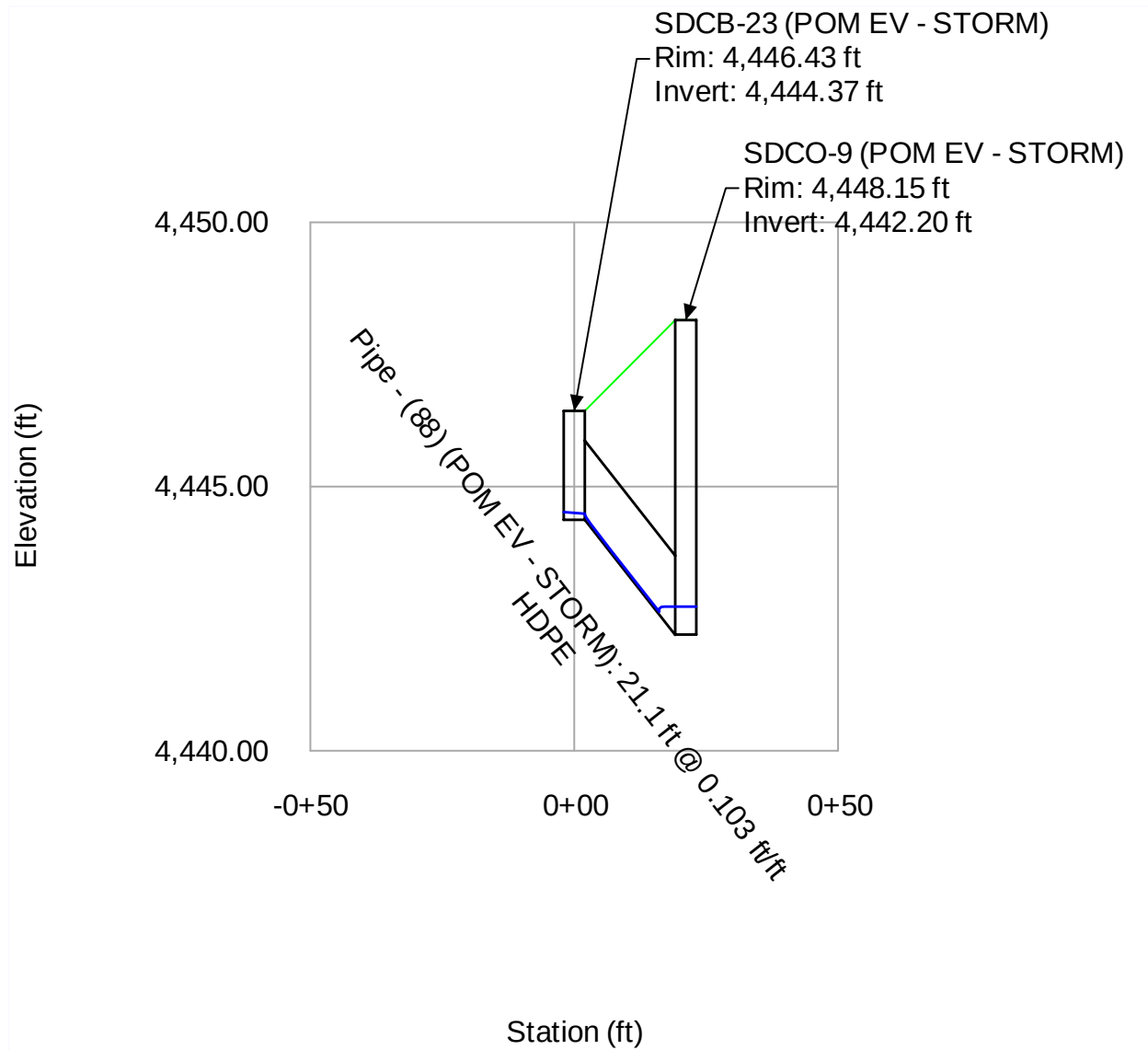
SD-ID	Q10(cfs)	Q100 (cfs)	Final Q10 (cfs)	Final Q100 (cfs)	CURB DEPTH (IN)	Gutter Width (ft)	Spread Q10 (ft)	Ponding Depth Q100 (in)	Intercepted Flow Q10 (cfs)	Intercepted Flow Q100 (cfs)	Bypass Target	Bypass Flow Q10 (cfs)	Bypass Flow Q100 (cfs)	CB Type	Sag/On Grade
SDCB-1	0.17	0.34	0.17	0.34	6.00	2.00	4.40	1.5	0.17	0.34		0.00	0.00	2X2 AD	SAG
SDCB-2	0.54	1.06	0.54	1.06	6.00	2.00	7.80	1.9	0.54	1.06		0.00	0.00	2X2 AD	SAG
SDCB-3	1.07	2.11	1.07	2.11	6.00	2.00	3.10	0.8	1.07	2.11		0.00	0.00	SINGLE	SAG
SDCB-4	1.63	3.21	1.63	3.21	6.00	2.00	3.50	1.3	1.63	3.21		0.00	0.00	SINGLE	SAG
SDCB-5	1.77	3.48	1.77	3.48	6.00	2.00	3.60	1.4	1.77	3.48		0.00	0.00	SINGLE	SAG
SDCB-6	2.12	4.17	2.12	4.17	6.00	2.00	3.80	1.7	2.12	4.17		0.00	0.00	SINGLE	SAG
SDCB-7	0.77	1.52	0.77	1.52	6.00	2.00	2.80	0.3	0.77	1.52		0.00	0.00	SINGLE	SAG
SDCB-9	0.41	0.80	0.41	0.80	6.00	2.00	2.40	0.5	0.41	0.80		0.00	0.00	SINGLE	SAG
SDCB-12	0.41	0.81	0.41	0.81	6.00	2.00	2.40	0.5	0.41	0.81		0.00	0.00	SINGLE	SAG
SDCB-14	0.38	0.74	0.38	0.74	6.00	2.00	2.30	0.6	0.38	0.74		0.00	0.00	2X2 AD	SAG
SDCB-15	0.49	0.96	0.49	0.96	6.00	2.00	2.50	0.3	0.49	0.96		0.00	0.00	SINGLE	SAG
SDCB-17	0.54	1.06	0.54	1.06	6.00	2.00	7.80	2.7	0.54	1.06		0.00	0.00	2X2 AD	SAG
SDCB-18	0.13	0.25	0.13	0.25	6.00	2.00	1.50	1.4	0.13	0.25		0.00	0.00	SINGLE	SAG
SDCB-19	0.14	0.27	0.14	0.27	6.00	2.00	1.60	1.3	0.14	0.27		0.00	0.00	SINGLE	SAG
SDCB-20	0.60	1.18	0.60	1.18	6.00	2.00	8.30	2.9	0.60	1.18		0.00	0.00	2X2 AD	SAG
SDCB-21	0.24	0.47	0.24	0.47	6.00	2.00	5.20	1.7	0.24	0.47		0.00	0.00	2X2 AD	SAG
SDCB-22	0.64	1.27	0.64	1.27	6.00	2.00	8.60	3	0.64	1.27		0.00	0.00	2X2 AD	SAG
SDCB-23	0.10	0.21	0.10	0.21	6.00	2.00	3.50	1.2	0.10	0.21		0.00	0.00	2X2 AD	SAG
SDCB-24	0.93	1.84	0.93	1.84	6.00	2.00	3.00	0.5	0.93	1.84		0.00	0.00	SINGLE	SAG
SDCB-25	0.72	1.43	0.72	1.43	6.00	2.00	2.70	0.2	0.72	1.43		0.00	0.00	SINGLE	SAG
SDCB-26	0.25	0.49	0.25	0.49	6.00	2.00	2.10	0.9	0.25	0.49		0.00	0.00	SINGLE	SAG
SDCB-27	0.25	0.49	0.25	0.49	6.00	2.00	2.10	0.9	0.25	0.49		0.00	0.00	SINGLE	SAG

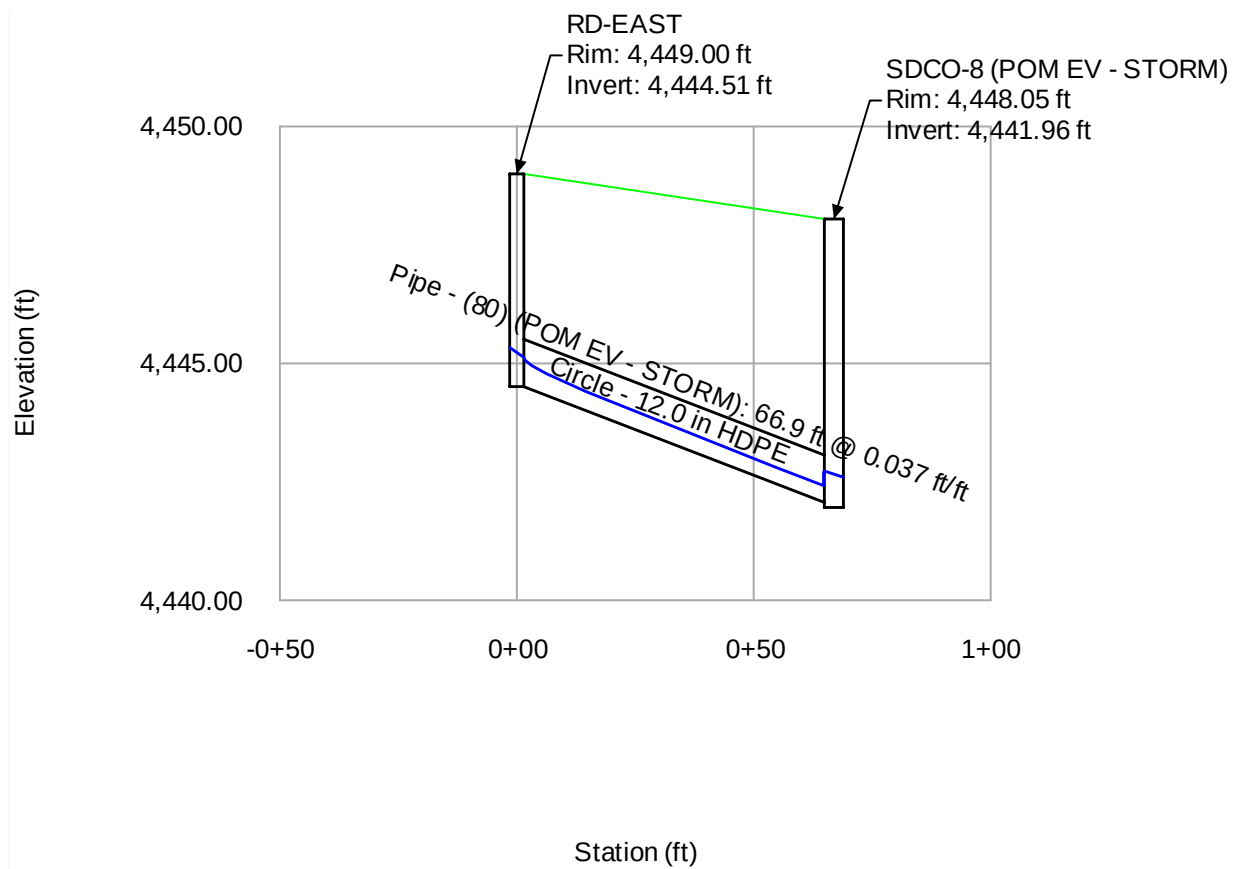


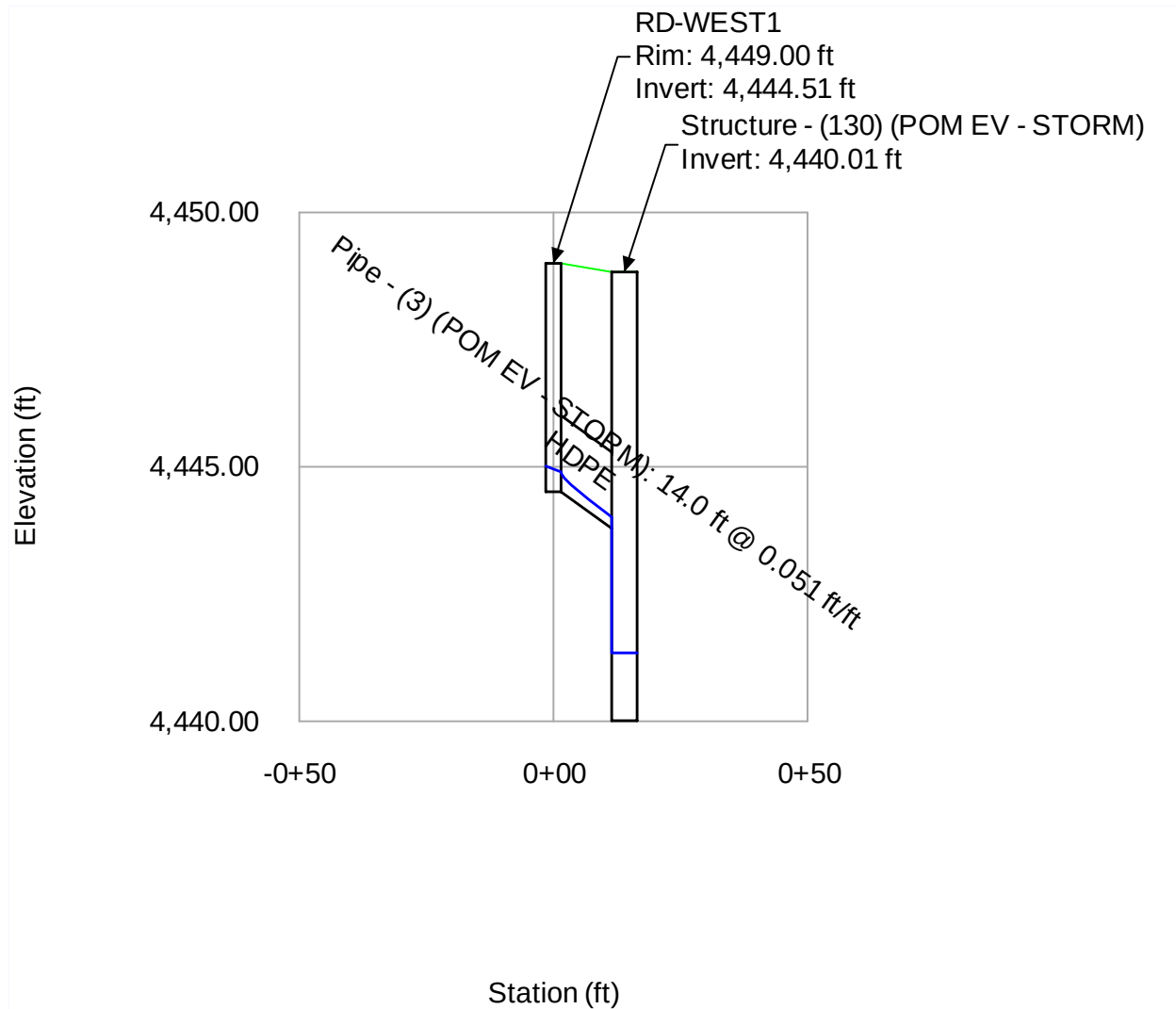


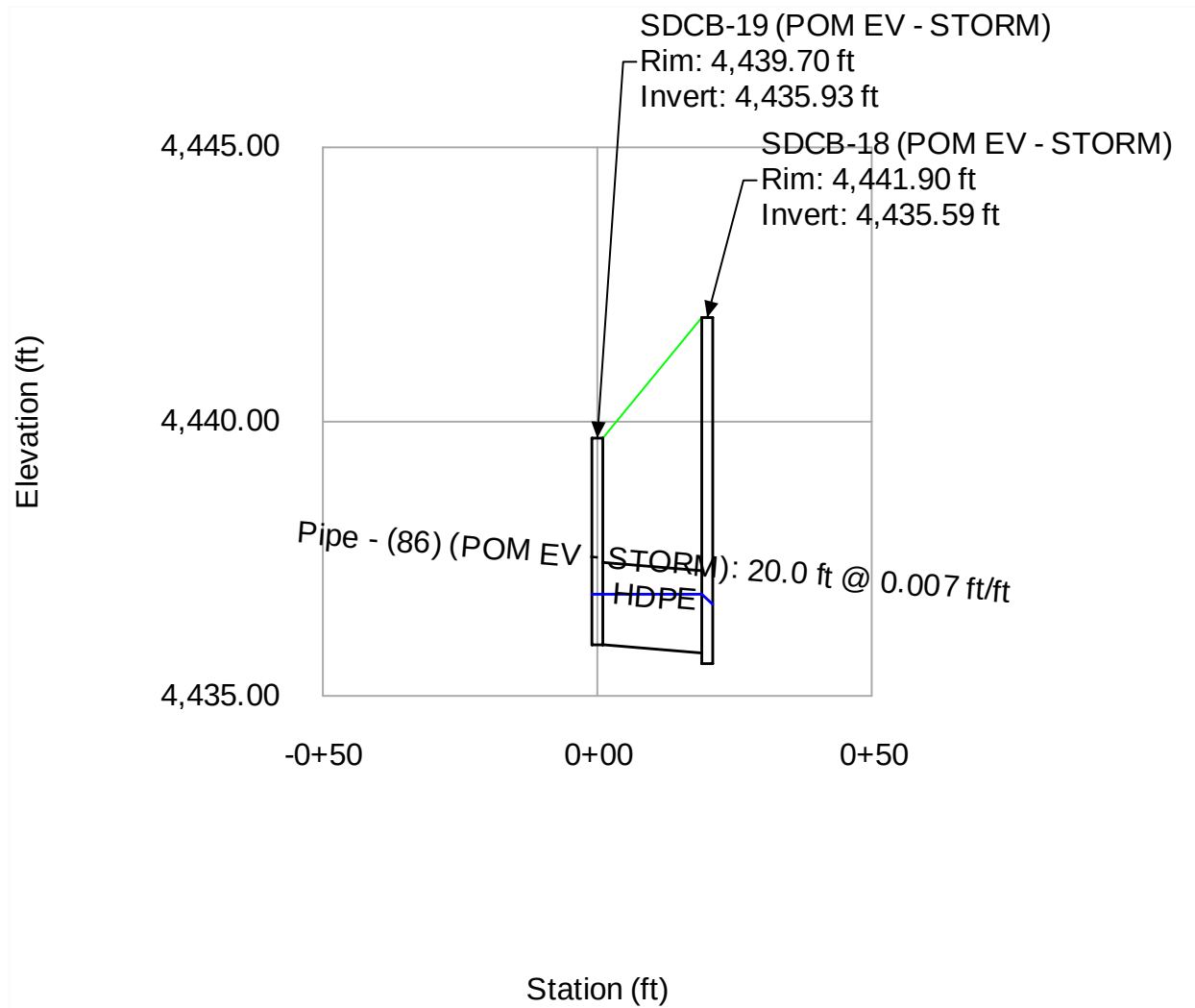


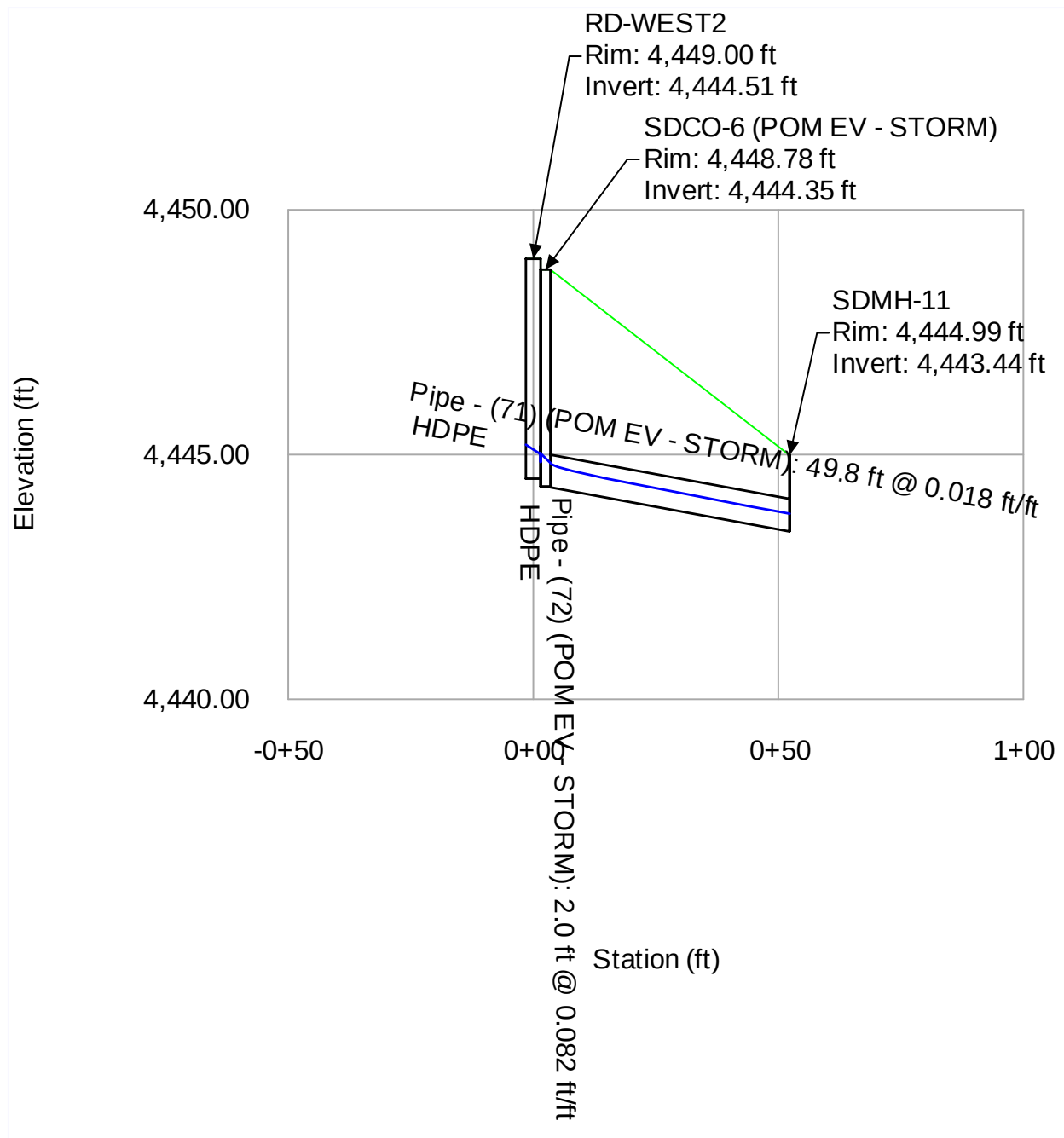


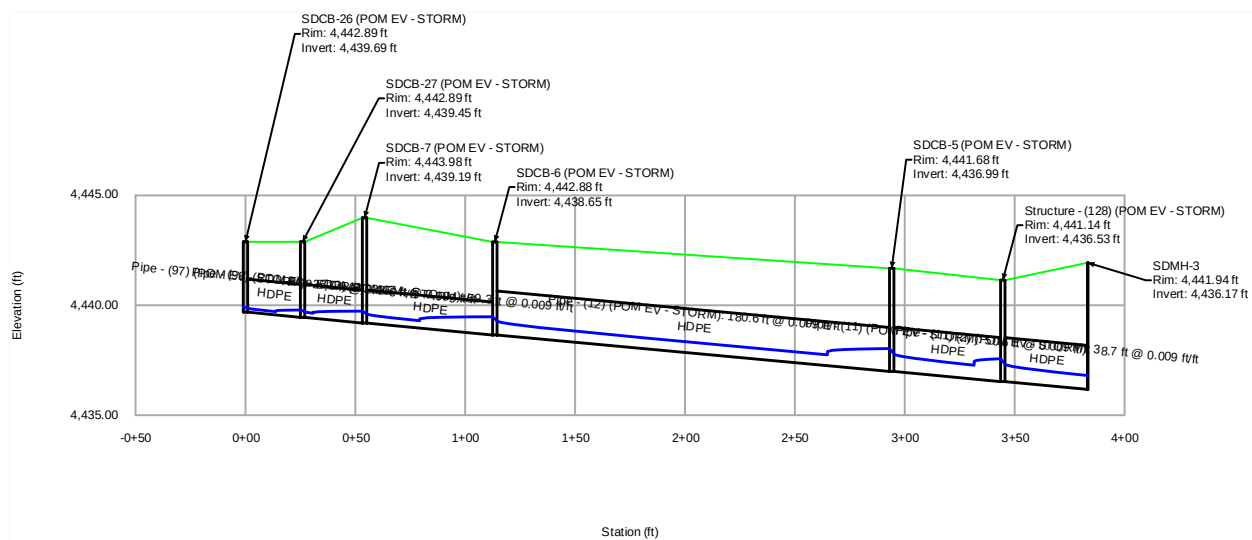


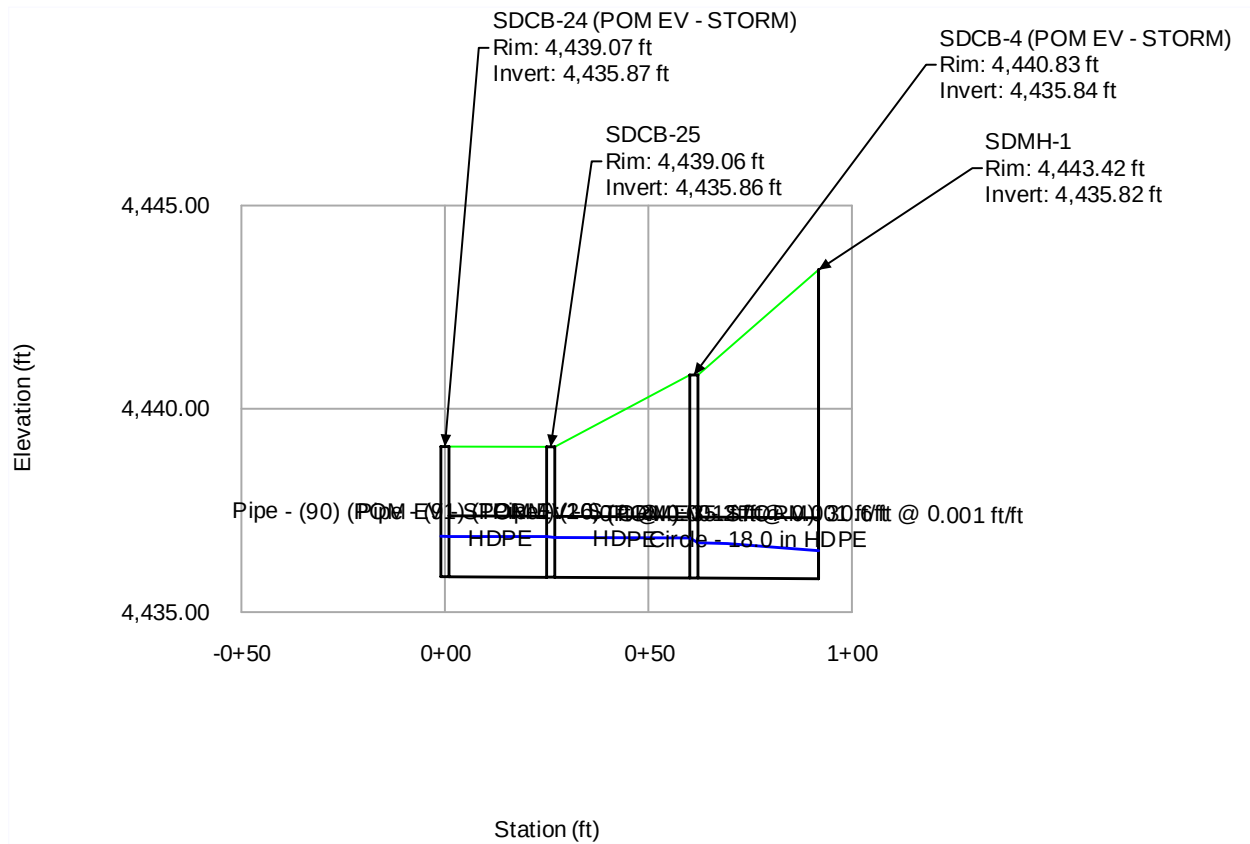












SECOND ADDITIONAL SERVICES ADDENDUM

THIS SECOND ADDITIONAL SERVICES ADDENDUM (this “Addendum”) is entered into as of October 7, 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 Event Venue Professional Services Agreement Between Owner and Consultant, dated March, 24, 2024 (the “Agreement”) relating to relating to the design and construction of the project known as “The Event Venue at the Point of the Mountain” (the “Event Venue Project”). 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 Event Venue 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 June 18, 2026.

D. WHEREAS, pursuant to Article 3 of the Agreement, Client desires that Consultant provide certain additional services at the Event Venue Project, 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: Jay Hardy
Title: Chair

CONSULTANT:

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

By: _____
Name: _____
Title: _____

Exhibit A

AMENDMENT NUMBER 02 TO THE AGREEMENT BETWEEN CLIENT AND KIMLEY-HORN AND ASSOCIATES, INC.

This is Amendment number 02 dated October 2, 2026 to the agreement between The Point Public Infrastructure District No. 1 ("Client") and Kimley-Horn and Associates, Inc. ("Consultant") dated March 24th, 2025 ("the Agreement") concerning The Point of The Mountain Event Venue (the "Project").

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

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

Consultant will perform the following services:

Task 1 - Traffic Impact Study – Part 1

Kimley-Horn will prepare a traffic impact study (TIS) for the proposed Event Center in the Point Project located in Draper, Utah. Although an overall TIS for the Point Project was completed in 2024, a TIS is required to address land use changes as compared to the 2024 TIS.

Assumptions:

1. Client will provide site development information including anticipated project site land use, building sizes, site access layout, and development opening year.
2. A Traffic Control Plan is being prepared by the Event Center operator. The Traffic Control Plan will recommend mitigation to issues identified in this TIS under egress conditions. This TIS will not recommend operational-focused mitigations for the egress conditions that will be addressed and mitigated by the Traffic Control Plan.

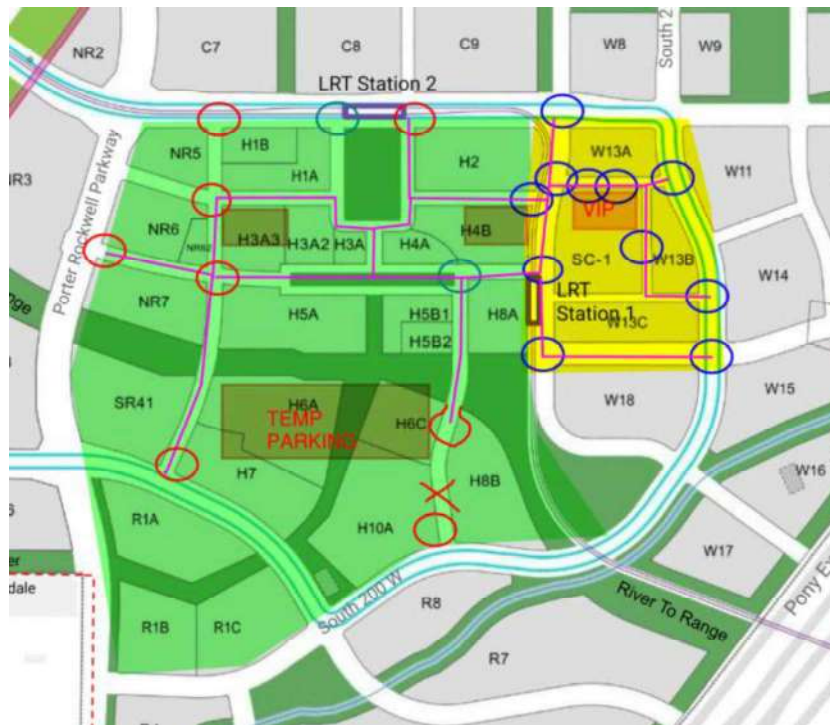
Analysis and Report:

1. Meet with Draper City and Methods Consulting to confirm scope of work for the TIS, assumptions, and review comments. Assume up to 4 meetings.
2. Prepare TIS assumptions memorandum that documents:
 - Average vehicle occupancy for an event
 - Percentage of trips that are pick-up / drop-off versus arrive and park
 - Arrival and departure patterns
 - Number of employees and when they arrive
 - Parking garage parameters including entry/exit times (assumed delay for paid parking)
3. Prepare trip generation for the following development scenarios:
 - Event Center opening year (2029) with existing surface lot (238 stalls)
 - Assumes that Parcel H3A, Parcel H5A, and Convergence Point will be completed and included as background traffic.
 - Buildout (2050) with proposed parking garage (836 stalls)
 - Assumes 2050 Buildout traffic volumes from the 2024 TIS plus net Event Center trip generation and the proposed parking garage.

4. Evaluate the following study intersections as identified in Figure 1:

- Momentum Way at North Loop Road
- Momentum Way at North Access Road
- Momentum Way at South Fork Dr.
- Momentum Way at the Promenade
- Momentum Way at Nucleus Dr.
- Aspire Parkway at North Access Road
- Aspire Parkway at South Access Road
- Aspire Parkway at South Fork Dr.
- North Access Road at Driveway 1
- North Access Road at Driveway 2
- East Access Road at Driveway 3

Figure 1 – TIS analysis intersections (intersections circled in blue will be evaluated within this TIS); intersections circled in red will be evaluated in an upcoming Phase TIS-Part 2.



5. Analyze intersection operations for each trip generation scenario for the following analysis periods:

- Weekday PM Peak Hour with event ingress
- Late evening event egress
- Saturday Peak Hour with event egress

6. Analyze intersection operations in accordance with Highway Capacity Manual (HCM) procedures at the study area intersections using Synchro modeling software, excluding VISSIM modeling. Modeling will reflect 10 simulation runs for each scenario to provide a basis for how adjacent intersections interact with each other, queuing issues with adjacent intersections, etc.

7. Report the following for each intersection:
 - Level of Service
 - Delay (sec/veh)
 - Queuing (ft)
8. Identify intersections that require mitigation under the PM egress scenario. Egress scenarios will be mitigated by a Traffic Control Plan that will be prepared separately. This TIS will not prepare the event traffic control plan.
9. Provide clarification on future dropoff and pickup areas where the immediate proposed locations will be built over with the implementation of the parking garage. Complete a site circulation evaluation to determine if proposed pickup/drop-off area will function adequately. Identify the future drop-off/pick-up area and evaluate circulation after the future parking garage structure is built. Identify roadway design standards followed.
10. Identify if the proposed accesses and study intersections meet Draper City's access management standards and identify potential mitigation measures for any that do not meet (see the Draper City Transportation Master Plan, 2019 for additional details on access management standards).
11. Evaluate the study area for offset intersections, overlapping turning movements, or other potential safety issues.
12. Summarize active transportation access to the event center during the analysis periods. Recognize potential delay at intersections with large groups of pedestrians crossing at key locations that would be mitigated by the Traffic Control Plan.
13. Prepare draft TIS containing discussion and appropriate figures to present the collected information, analysis, and recommendations. Submitted draft to Client for review and comment. Address one round of appropriate revisions and submit to City of Draper. The Client will be provided with an electronic (PDF) copy of the report. Note that comments resulting in significant re-analysis, including study area intersections, analysis scenarios, data collection, or analysis requiring VISSIM modeling software will require Client authorization of additional services.

Part 2 of the traffic impact study will be to analyze the intersections in the green area in Figure 1 and is not included in this scope of work.

Task 2 – Additional Permitting Coordination

The original budget for permitting was based on effort required for a normal project of this scale. Because of an error in the DFCM EDMS system and the delayed review of the Event Venue plans by Methods Consulting and Draper City until the 90% submittal, Kimley-Horn incurred additional effort to coordinate permit approval and revise drawings that had already advanced to the 90% level. Additionally, the following items required additional effort beyond the original permitting scope:

1. Horrocks did not add the north access road storm drain stub to the 200 West plans as agreed in June. As a result, Kimley-Horn revised the North Access Road storm drain design for construction by Layton Construction.
2. During the initial review meeting with Draper City, the team learned that a stormwater maintenance agreement was required. Kimley-Horn assisted with reviewing the agreement and preparing the exhibits.

Task 3 – Jordan Basin Improvement District Permanent Easement and Exhibit

Kimley-Horn will prepare a metes and bounds legal description for the permanent sewer easement to be dedicated to Jordan Basin Improvement District. The legal description will encompass a 20-foot wide easement centered along the sanitary sewer line along south access plaza of the Event Venue Parcel.

The legal description will be prepared based on the current recorded plats, available survey information, and other applicable property records. The description will be prepared in a format suitable for use in the applicable recording and land development processes.

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

Task 1 – Traffic Impact Study – Part 1	\$ 30,000	Lump Sum
Task 2 - Additional Permitting Coordination	\$8,000	Lump Sum
Task 3 - Jordan Basin Improvement District Permanent Easement and Exhibit	\$2,000	Lump Sum
Total		\$ 40,500

CLIENT:

THE POINT PUBLIC INFRASTRUCTURE
DISTRICT NO. 1

By: 
Jay Hardy (Oct 12, 2026 14:46:32 MDT)

Title: **Chair**

Date: **10/12/2026**

CONSULTANT:

KIMLEY-HORN AND ASSOCIATES, INC.

By: 

Title: **Principal**

Date: **10/07/2026**

» MP 70