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RASHELLE HOBBS  
Recorder, Salt Lake County, UT  
KIRTON & MCCONKIE  
BY: eCASH, DEPUTY - EF 24 P.

**RECORDING REQUESTED BY  
AND AFTER RECODING RETURN TO:**

SLC Port Phase 1A, LLC  
Attn: John Birkinshaw  
1201 E. Wilmington Ave., Ste. 115  
Salt Lake City, UT 84106

Tax Parcel Nos.: 07-27-303-001-0000, 07-27-302-001-0000, 07-27-100-006-0000, 07-27-100-007-0000

*Space Above for Recorder's use*

**IMPROVEMENTS AGREEMENT**

**THIS IMPROVEMENTS AGREEMENT** (this "Agreement") is entered into as of the 22 day of NOVEMBER, 2021 (the "Effective Date"), by and between **SLC PORT PHASE 1A, LLC**, a Utah limited liability company ("SLC Port"), **XR QUADRANT DEVELOPMENT, LLC**, a Utah limited liability company ("**XRQD**"), and **XR QUADRANT I, LLC**, a Utah limited liability company ("**XRQI**" and together with XRQD, "**XRQ**"). SLC Port and XRQ may be referred to herein each individually as a "**Party**" and collectively as the "**Parties**."

**RECITALS**

A. SLC Port is the fee simple owner of certain real property located in Salt Lake City, Salt Lake County, Utah, commonly known as tax parcel numbers 07-27-303-001-0000 and 07-27-302-001-0000, as legally described on Exhibit A attached hereto and incorporated herein by reference (the "**SLC Port Property**").

B. XRQD owns certain real property located adjacent to the north of the SLC Port Property, commonly known as tax parcel number 07-27-100-006-0000, as legally described on Exhibit B attached hereto and incorporated herein by reference (the "**XRQD Property**").

C. XRQI owns certain real property located adjacent to the north of the SLC Port Property, commonly known as tax parcel number 07-27-100-007-0000, as legally described on Exhibit C attached hereto and incorporated herein by reference (the "**XRQI Property**" and together with the XRQD Property, the "**XRQ Property**"; each of the SLC Port Property and the XRQ Property may be referred to herein as a "**Property**" and collectively as the "**Properties**").

D. The Parties intend to develop their respective Properties.

E. In connection with development of the Properties, Salt Lake City (the "**City**") is requiring the construction of a certain road to be known as "1000 North" that will commence at 6550 West and then run west along the northern boundary of the SLC Port Property and the southern boundary of the XRQ Property (the "**Road**").

F. The Parties desire to enter into this Agreement to govern the construction of and cost-sharing agreement related to the Road Improvements (as defined herein).

## AGREEMENT

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

1. **Recitals.** The recitals above are incorporated herein as though set forth in full.
2. **Improvements.**

2.1 **Construction of Road Improvements.** Subject to reimbursement as provided for in this Agreement, SLC Port shall design, install, construct, or cause to be constructed: (a) the Road, including grading, paving, temporary turn-arounds, and all other aspects of road construction as such is required by the City and/or any other applicable governmental authorities or agencies (the governmental entity or entities having authority or jurisdiction to approve specific matters set forth in this Agreement shall hereinafter be referred to as the “**Governmental Entity**”), and as may be shown on any plans approved by the Governmental Entity; (b) fire hydrants, curbs, street signs, gutters, drainage swales, landscape, berms, and sidewalks along the Road, as required by the Governmental Entity; (c) all necessary underground horizontal improvements including, but not limited to, water lines, secondary water lines, sanitary sewer lines, storm drain lines, and all other utility lines required by the City (including, without limitation, telephone, gas, and power lines, and three-phase power); and (d) any other improvements, facilities, or infrastructure required by the Governmental Entity for the dedication and acceptance of the Road (collectively, the Road and improvements described in subsections (a)–(d) are referred to herein as the “**Road Improvements**”). The Road Improvements shall be constructed and installed in a good and workmanlike manner, and in accordance with the requirements, approvals, regulations, ordinances, specifications, standards, and other governing documents established by the Governmental Entity.

2.2 **Construction Coordination.** If SLC Port is constructing the Road Improvements at the same time that XRQ is constructing on the XRQ Property any improvements (collectively, the “**XRQ Improvements**”), including, without limitation, all water and irrigation pipes, lines and ditches, curbs, drainage swales, gutters, asphalt surfaces, signs, lighting, buildings, etc., SLC Port and XRQ will work together in good faith to coordinate such construction in an efficient and cost-effective manner and each Party will diligently complete all construction activities within a commercially reasonable time under the circumstances. Any delays in the construction of the Road Improvements caused by construction of the XRQ Improvements shall extend the date set forth in Section 2.3 for the period equal to the period of such delay.

2.3 **Completion.** Once SLC Port begins construction of the Road Improvements, it agrees to complete the Road Improvements as soon as reasonably practicable. If SLC Port fails to complete the Road Improvements on or before January 1, 2022 (subject to any applicable extension set forth in the last sentence of Section 2.2, and subject to Force Majeure (as defined below)) (as it may be so extended, the “**Completion Date**”), XRQ may (but is not obligated to), after the Completion Date upon not less than thirty (30) days’ written notice to SLC Port, undertake to complete construction of the Road Improvements (the “**Self-Help Right**”). Effective as of the date, if ever, on which XRQ exercises the Self-Help Right, SLC Port hereby assigns by this Agreement all right, title and interest in and to any plans, specifications, drawings, surveys, engineering work, reports and studies, permits, contracts and other materials relating to the Road Improvements, to the extent assignable, to XRQ in order to enable XRQ to complete the Road Improvements. Should XRQ exercise the Self-Help Right, then within thirty (30) days following completion of the Road Improvements and dedication of the same to the applicable Dedication Entities, and the receipt by SLC Port of all the following for all Construction Costs (as defined

below) actually incurred by XRQ: (1) AIA Documents G-702 Contractors Application for Payment and G-703 Continuation Sheet, properly completed by the general contractor and certified by the architect or civil engineer; (2) reasonable evidence of costs incurred or paid by XRQ, together with such backup information as SLC Port may reasonably require; (3) confirmation by SLC Port of proper installation, and (4) executed lien waivers, SLC Port shall pay to XRQ the following:

- (a) fifty percent (50%) of such Construction Costs;
- (b) an additional five percent (5%) of the actual costs incurred by XRQ in constructing the Road Improvements pursuant to this Section in order to cover XRQ's administrative expenses in exercising the Self-Help Right; and
- (c) any costs incurred by XRQ that would not have been incurred *but for* SLC Port's failure to complete the Improvements properly and in a timely manner.

Any payment not made by SLC Port to XRQ within such thirty (30)-day period shall be deemed delinquent and shall accrue interest at the rate of eight percent (8%) per annum until paid in full, with interest.

2.4 Dedication. Following completion of the Road Improvements, the Parties shall cooperate to dedicate the Road as a public right-of-way to the applicable Governmental Entity and/or other public utility service providers (collectively, the "**Dedication Entities**"). The Parties agree to fully cooperate with each other in the dedication, development, design, installation and construction of the Road Improvements, which cooperation includes, but is not limited to, signing dedication documents (including dedication plats), easements and other instruments necessary for the Road Improvements to be fully functional, installed, dedicated and accepted by the Dedication Entities pursuant to the requirements of the applicable Dedication Entities.

2.5 Cost Sharing. The Parties agree that the costs of completing the Road Improvements are as set forth in Exhibit D attached hereto and incorporated herein by reference (the "**Construction Costs**"), subject to any change orders that may be necessary, which shall be reasonably agreed to by the Parties. Within thirty (30) days following completion of the Road Improvements and dedication of the same to the applicable Dedication Entities, and the receipt by XRQ of all the following for all Construction Costs actually incurred by SLC Port: (a) AIA Documents G-702 Contractors Application for Payment and G-703 Continuation Sheet, properly completed by the general contractor and certified by the architect or civil engineer; (b) reasonable evidence of costs incurred or paid by SLC Port, together with such backup information as XRQ may reasonably require; (c) confirmation by XRQ of proper installation, and (d) executed lien waivers, XRQ agrees to reimburse SLC Port fifty percent (50%) of such Construction Costs. Any payment not made by XRQ to SLC Port within such thirty (30)-day period shall be deemed delinquent and shall accrue interest at the rate of eight percent (8%) per annum until paid in full, with interest.

3. Grant of Temporary Easement and Improvements. Each Party hereby conveys to each other Party a temporary, non-exclusive easement (the "**Temporary Easement**") on, over, and across such Party's Property as reasonably necessary for the Parties to construct the Road Improvements. Upon the completion and dedication of the Road Improvements, the Temporary Easement shall automatically terminate and have no further force or effect whatsoever, and need not thereafter be shown on any commitment for, or policy of, title insurance.

4. Access. Each Party and its agents, servants, employees, consultants, contractors, subcontractors and invitees (collectively, "**Agents**") will have the right to enter upon each other Party's

Property only for the purposes permitted by this Agreement. Such Party's Agents will make such entry at their sole risk and hazard. Each Party shall indemnify, defend and hold harmless each other Party from and against any claims, liabilities, damages, losses, cost and expenses (including, without limitation, reasonable attorneys' fees and costs) arising from such indemnifying Party's entry.

5. **Restoration**. Each Party, at its sole cost and expense and without reimbursement by any other Party, will be responsible for any damage done to another Party's property or to the improvements being constructed by another Party by such responsible Party or its Agents. Such responsible Party will promptly repair any such damage and will restore the property or the improvements concerned to the same or better condition as they existed prior to such damage.

6. **Liens**. Each Party will keep each other Party's Property free from any liens arising out of any work performed, materials furnished, or obligations incurred by, through, for or under such performing Party, and will indemnify, hold harmless and agree to defend each other Party from any liens that may be placed on such other Party's Property pertaining to any work performed, materials furnished or obligations incurred by, through, for, or under such performing Party or any of such performing Party's Agents. Any such liens will be released of record or bonded over within thirty (30) days after the filing thereof.

7. **Insurance**. Each Party will maintain in force (a) a commercial general liability insurance policy or policies with limits of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate, (b) workers compensation/employer's liability insurance in the amounts required under applicable workers' compensation laws, and (c) automobile liability insurance for "any auto" for which such insuring Party may be legally responsible, with not less than a combined single limit coverage of at least \$1,000,000.00, and maintain such policy or policies in full force and effect during the entire term of this Agreement.

8. **Compliance with Laws**. Each Party will comply with all present or future laws, statutes, codes, acts, ordinances, rules, regulations, orders, judgments, decrees, injunctions, rules, regulations, permits, licenses, authorizations, directions and requirements of and agreements with all governments, departments, commissions, boards, courts, authorities, agencies, officials and officers, foreseen or unforeseen, ordinary or extraordinary, including, without limitation, any building, zoning, land use, and environmental law.

9. **Reserved**.

10. **Term**. The term of this Agreement (the "Term") will commence on the Effective Date and automatically terminate upon (a) dedication of the Road Improvements to the Dedication Entities and (b) Party's payment to the Party entitled thereto of such paying Party's proportionate share of the Construction Costs and any other amounts due under this Agreement.

11. **Effect of Unavoidable Delays**. If any Party to this Agreement shall be delayed or hindered in or prevented from the performance required hereunder by reason of (i) strikes, lockouts or labor disputes, (ii) inability to obtain labor or materials or reasonable substitutes therefor, (iii) acts of God, (iv) natural disasters (including floods, earthquakes, fires, hurricanes, windstorms, tornadoes), (v) pandemic, epidemic, outbreak of infectious diseases or other public health crises, including quarantine, governmental restrictions, or other employee restrictions as a result thereof, (vi) any moratorium or other governmental or court-imposed restrictions, (vii) riots, criminal acts, insurrection or war, (viii) vandalism, (ix) defective materials or work by third-party contractors or jobsite accidents, or (x) other reason of like nature beyond the reasonable control of the Party delayed in such performance (collectively, "Force Majeure"), then (a) the period for performance shall be extended by the period of time equivalent to the

delay caused by such Force Majeure, or (b) performance shall be excused during the period of non-performance caused by such Force Majeure, as applicable. Notwithstanding the foregoing, any extension of time for such Force Majeure shall be conditioned upon the Party seeking an extension of time delivering written notice of such Force Majeure to the other Party within ten (10) days of the commencement of the delay caused by the Force Majeure and shall terminate upon cessation of such Force Majeure. This Section regarding Force Majeure shall not apply to any obligation to pay any sums due under this Agreement and the lack of the financial ability of a Party to perform its obligations hereunder shall not constitute Force Majeure.

12. **Notices.** Any notice required or desired to be given under this Agreement shall be considered given either: (a) when delivered in person to the intended Party, or (b) upon delivery by reputable overnight carrier. All notices shall be given at the following addresses:

If to SLC Port: SLC Port Phase 1A, LLC  
Attn: John Birkinshaw  
1201 E. Wilmington Ave., Ste. 115  
Salt Lake City, UT 84106

With a copy to: Wadsworth Development Group  
Attn: R. Roman Groesbeck  
166 E. 14000 S., Ste. 210  
Draper, UT 84020

If to XRQ: XR Quadrant Development, LLC  
XR Quadrant I, LLC  
Attn: Rob Heywood  
1245 E. Brickyard Rd. 70  
Salt Lake City, UT 84106

Either Party may designate a different individual or address for notices, by giving written notice thereof in the manner described above.

13. **Interpretation.** This Agreement shall be governed by and construed in accordance with the internal laws of the State of Utah. Whenever the context requires, the singular shall include the plural, the plural shall include the singular, the whole shall include any part thereof, any gender shall include the other gender, the term "person" shall include an individual, partnership (general or limited), corporation, limited liability company, trust, or other entity or association or combination thereof. The section headings contained in this Agreement are for purposes of reference only and shall not limit, expand, or otherwise affect the construction of any provision of this Agreement. This Agreement shall bind and inure to the benefit of the Parties and their respective successors and assigns. Time is of the essence.

14. **No Waiver.** Acceptance by any Party of any performance less than required hereby shall not be deemed to be a waiver of the rights of such Party to enforce all of the terms and conditions hereof. Except as otherwise expressly provided herein, no waiver of any such right hereunder shall be binding unless reduced to writing and signed by the Party to be charged therewith.

15. **Invalidity of Provision.** If any provision of this Agreement as applied to any Party or to any circumstance shall be adjudged by a court of competent jurisdiction to be void or unenforceable for any reason, the same shall in no way affect (to the maximum extent permitted by applicable law) any other provision of this Agreement, the application of any such provision under circumstances different from those adjudicated by the court, or the validity or enforceability of this Agreement as a whole.

16. **Attorneys' Fees.** If any action is brought because of any breach of, or to enforce or interpret any of the provisions of, this Agreement, the Party prevailing in such action shall be entitled to recover from the other Party reasonable attorneys' fees and court costs incurred in connection with such action, the amount of which shall be fixed by the court and made a part of any judgment rendered.

17. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be deemed to be an original, and all of which shall together constitute one and the same instrument.

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

*[Signatures to follow]*

**SLC PORT'S SIGNATURE AND ACKNOWLEDGMENT  
TO  
IMPROVEMENTS AGREEMENT**

**SLC PORT PHASE 1A, LLC,**  
a Utah limited liability company

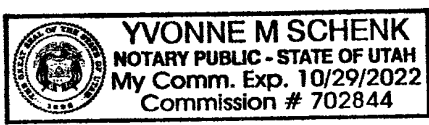
By: NWQ GP, LLC,  
a Utah limited liability company

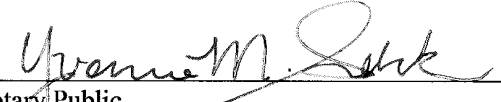
Its: Manager

By:   
John Birkinshaw, President

STATE OF UTAH                    )  
  ) ss  
COUNTY OF SALT LAKE        )

This instrument was acknowledged before me on the 22<sup>nd</sup> day of November, 2021, by John Birkinshaw, President of NWQ GP, LLC, a Utah limited liability company, Manager of SLC PORT PHASE 1A, LLC, a Utah limited liability company.



  
Notary Public

**XRQD'S SIGNATURE AND ACKNOWLEDGMENT  
TO  
IMPROVEMENTS AGREEMENT**

**XR QUADRANT DEVELOPMENT, LLC,**  
a Utah limited liability company,  
by its two Managers:

**QUADRANT MANAGEMENT, LLC,**  
a Utah limited liability company,  
by its two Managers:

**THE RITCHIE GROUP, L.C.,**  
a Utah limited liability company

By \_\_\_\_\_  
Paul W. Ritchie, Manager

**GARN DEVELOPMENT COMPANY, LLC,**  
a Utah limited liability company

By \_\_\_\_\_  
Kevin S. Garn, Manager

**ALLIED SOLUTIONS GROUP, INC.,**  
a Utah corporation

By \_\_\_\_\_  
Joseph Hunt, President



**XRQD'S SIGNATURE AND ACKNOWLEDGMENT  
TO  
IMPROVEMENTS AGREEMENT**

**XR QUADRANT DEVELOPMENT, LLC,**  
a Utah limited liability company,  
by its two Managers:

**QUADRANT MANAGEMENT, LLC,**  
a Utah limited liability company,  
by its two Managers:

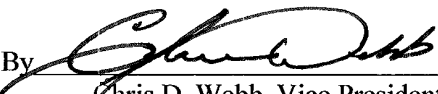
**THE RITCHIE GROUP, L.C.,**  
a Utah limited liability company

By   
Paul W. Ritchie, Manager

**GARN DEVELOPMENT COMPANY, LLC,**  
a Utah limited liability company

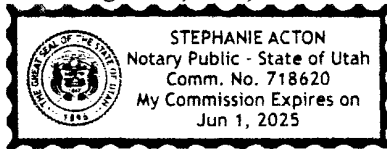
By \_\_\_\_\_  
Kevin S. Garn, Manager

**ALLIED SOLUTIONS GROUP, INC.,**  
a Utah corporation

By   
Chris D. Webb, Vice President

State of Utah )  
 ) ss.  
County of Salt Lake )

The foregoing instrument was acknowledged before me this 18 day of November, 2021, by Paul W. Ritchie, the Manager of The Ritchie Group, L.C., one of the Managers of Quadrant Management, LLC, one of the Managers of XR Quadrant Development, LLC.



Stephanie Acton  
Notary Public

My Commission Expires:

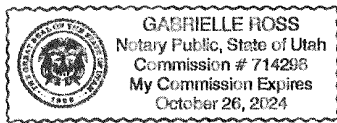
Residing at:

6/1/2025

SLC, Utah

State of Utah )  
 ) ss.  
County of Salt Lake )

The foregoing instrument was acknowledged before me this 4 day of November, 2021, by Kevin S. Garn, the Manager of Garn Development Company, LLC, one of the Managers of Quadrant Management, LLC, one of the Managers of XR Quadrant Development, LLC.



Gabrielle Ross  
Notary Public

My Commission Expires:

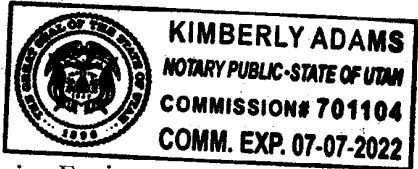
Residing at:

10/26/2024

Layton, Utah

State of Utah )  
 ) ss.  
County of Salt Lake )

The foregoing instrument was acknowledged before me this 4 day of Nov, 2021, by Chris D. Webb, Vice President of Allied Solutions Group, Inc., one of the Managers of XR Quadrant Development, LLC.



Kimberly Adams  
Notary Public

My Commission Expires:

Residing at:

7.7.2022

Ut County

**XRQI'S SIGNATURE AND ACKNOWLEDGMENT  
TO  
IMPROVEMENTS AGREEMENT**

**XR QUADRANT I, LLC,**  
a Utah limited liability company,  
by its two Managers:

**QUADRANT MANAGEMENT, LLC,**  
a Utah limited liability company,  
by its two Managers:

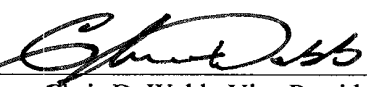
**THE RITCHIE GROUP, L.C.,**  
a Utah limited liability company

By  \_\_\_\_\_  
Paul W. Ritchie, Manager

**GARN DEVELOPMENT COMPANY, LLC,**  
a Utah limited liability company

By \_\_\_\_\_  
Kevin S. Garn, Manager

**ALLIED SOLUTIONS GROUP, INC.,**  
a Utah corporation

By  \_\_\_\_\_  
Chris D. Webb, Vice President

**XRQ'S SIGNATURE AND ACKNOWLEDGMENT  
TO  
IMPROVEMENTS AGREEMENT**

**XR QUADRANT I, LLC,**  
a Utah limited liability company,  
by its two Managers:

**QUADRANT MANAGEMENT, LLC,**  
a Utah limited liability company,  
by its two Managers:

**THE RITCHIE GROUP, L.C.,**  
a Utah limited liability company

By \_\_\_\_\_  
Paul W. Ritchie, Manager

**GARN DEVELOPMENT COMPANY, LLC,**  
a Utah limited liability company

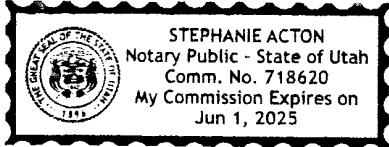
By \_\_\_\_\_  
Kevin S. Garn, Manager

**ALLIED SOLUTIONS GROUP, INC.,**  
a Utah corporation

By \_\_\_\_\_  
Joseph Hunt, President

State of Utah )  
 ) ss.  
County of Salt Lake )

The foregoing instrument was acknowledged before me this 18 day of November, 2021, by Paul W. Ritchie, the Manager of The Ritchie Group, L.C., one of the Managers of Quadrant Management, LLC, one of the Managers of XR Quadrant I, LLC.



Stephanie Acton  
Notary Public

My Commission Expires:

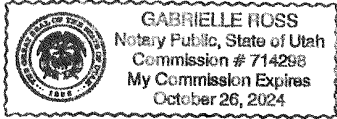
Residing at:

6/1/2025

SLC, Utah

State of Utah )  
 ) ss.  
County of Salt Lake )

The foregoing instrument was acknowledged before me this 4 day of November, 2021, by Kevin S. Garn, the Manager of Garn Development Company, LLC, one of the Managers of Quadrant Management, LLC, one of the Managers of XR Quadrant I, LLC.



Gabrielle Ross  
Notary Public

My Commission Expires:

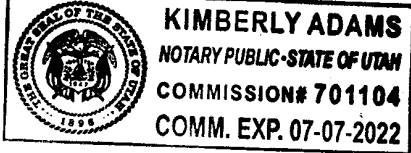
Residing at:

10/26/2024

Layton, VT

State of Utah )  
 ) ss.  
County of Salt Lake )

The foregoing instrument was acknowledged before me this 4 day of November, 2021, by Chris D. Webb, Vice President of Allied Solutions Group, Inc., one of the Managers of XR Quadrant I, LLC.



Kimberly Adams  
Notary Public

My Commission Expires:

7.7.2022

Residing at:

Ut County

**EXHIBIT A**

(Legal Description of the SLC Port Property)

Real property in the County of Salt Lake, State of Utah, described as follows:

LOT 6 and LOT 9, SLC PORT GLC PLAT "B" SUBDIVISION, AN OFFICIAL PLAT IN SALT LAKE CITY, SALT LAKE COUNTY, UTAH.

Tax Parcel Nos.: 07-27-303-001-0000 and 07-27-302-001-0000



**EXHIBIT B**

(Legal Description of the XRQD Property)

North half of Section 27, Township 1 North, Range 2 West, Salt Lake Base and Meridian, more particularly described as follows: The Northwest quarter and the West half of the Northeast quarter of Section 27, Township 1 North, Range 2 West, Salt Lake Base and Meridian. LESS AND EXCEPTING THEREFROM THE FOLLOWING:

A parcel of land being a part of those two entire tracts described in that: 1) Special Warranty Deed recorded November 10, 2020 as Entry No. 13455958 in Book 11057 at Page 5287-5288 in the Office of the Salt Lake County Recorder; and 2) Warranty Deed recorded November 10, 2020 as Entry No. 13455959 in Book 11057 at Page 5289-5290 in the Office of the Salt Lake County Recorder. Said parcel of land is located in the North Half of Section 27, Township 1 North, Range 2 West, Salt Lake Base and Meridian and described as follows: Beginning at a point on the northerly line of SLC Port GLC Plat "A" Subdivision recorded December 11, 2019 as Entry No. 13144584 in Book 2019 of Plats at Page 340 in the Office of said Recorder, which is 428.54 feet S. 89°51'16" E. along said northerly line of SLC Port GLC Plat "A" and Quarter Section line from the Center of Section 27; thence North 60.05 feet; thence N. 20°36'31" W. 149.29 feet; thence West 64.26 feet; thence North 2138.06 feet; thence N. 45°00'00" W. 69.48 feet; thence North 254.43 feet to the northerly line of said Section 27; thence S. 89°53'32" E. 1072.38 feet along said northerly line to the 16<sup>th</sup> line of the Northeast Quarter of said Section 27; thence S. 00°16'02" W. 2641.69 feet along said 16<sup>th</sup> line and westerly line of said SLC Port GLC Plat "A" Subdivision; thence N. 89°51'16" W. 894.12 feet along said Subdivision and Quarter Section line to the point of beginning. Basis of bearing: S. 89°51'16" E. along the Quarter Section line between the Center of Section and the East Quarter of said Section 27, Township 1 North, Range 2 West, Salt Lake Base and Meridian.

Tax Parcel No.: 07-27-100-006-0000

**EXHIBIT C**

(Legal Description of the XRQI Property)

A parcel of land being a part of those two entire tracts described in that: 1) Special Warranty Deed recorded November 10, 2020 as Entry No. 13455958 in Book 11057 at Page 5287-5288 in the Office of the Salt Lake County Recorder; and 2) Warranty Deed recorded November 10, 2020 as Entry No. 13455959 in Book 11057 at Page 5289-5290 in the Office of the Salt Lake County Recorder. Said parcel of land is located in the North Half of Section 27, Township 1 North, Range 2 West, Salt Lake Base and Meridian and described as follows: Beginning at a point on the northerly line of SLC Port GLC Plat "A" Subdivision recorded December 11, 2019 as Entry No. 13144584 in Book 2019 of Plats at Page 340 in the Office of said Recorder, which is 428.54 feet S. 89°51'16" E. along said northerly line of SLC Port GLC Plat "A" and Quarter Section line from the Center of Section 27; thence North 60.05 feet; thence N. 20°36'31" W. 149.29 feet; thence West 64.26 feet; thence North 2138.06 feet; thence N. 45°00'00" W. 69.48 feet; thence North 254.43 feet to the northerly line of said Section 27; thence S. 89°53'32" E. 1072.38 feet along said northerly line to the 16<sup>th</sup> line of the Northeast Quarter of said Section 27; thence S. 00°16'02" W. 2641.69 feet along said 16<sup>th</sup> line and westerly line of said SLC Port GLC Plat "A" Subdivision; thence N. 89°51'16" W. 894.12 feet along said Subdivision and Quarter Section line to the point of beginning. Basis of bearing: S. 89°51'16" E. along the Quarter Section line between the Center of Section and the East Quarter of said Section 27, Township 1 North, Range 2 West, Salt Lake Base and Meridian. LESS AND EXCEPTING a parcel of land being a part of an entire tract of land described in that Special Warranty Deed recorded November 10, 2020 as Entry No. 13455958 in Book 11057, at Page 5287-5288 in the Office of the Salt Lake County Recorder. Said parcel of land is located in the North Half of Section 27, Township 1 North, Range 2 West, Salt Lake Base and Meridian and described as follows:

Beginning at a point on the westerly line of SLC Port GLC Plat "A" Subdivision recorded December 11, 2019 as Entry No. 13144584 in Book 2019 of Plats, at Page 340 in the Office of said Recorder, which is 971.23 feet N. 00°16'02" E. from an interior corner of said SLC Port GLC Plat "A". Said point also, being 1322.66 feet N. 89°51'16" W. and 971.23 feet N. 00°16'02" E. from the East Quarter Corner of said Section 27; thence N. 16°01'46" W. 69.95 feet to a point of tangency with a 2104.00 – foot radius curve to the right, concave easterly; thence northerly 301.87 feet along the arc of said curve through a central angle of 08°13'14" to a point of compound curvature with a 455.00 – foot radius curve to the right, concave easterly (Radius point bears N. 82°11'35" E.); thence northerly 72.16 feet along the arc of said curve, through a central angle of 09°05'13"; thence N. 01°16'48" E. 208.39 feet to a point of tangency with a 287.00 – foot radius curve to the left, concave westerly; thence northerly 5.07 feet along the arc of said curve, through a central angle of 01°00'45"; thence N. 00°16'02" E. 466.27 feet to a point of tangency with a 329.00 – foot radius curve to the left, concave southwesterly; thence northwesterly 275.30 feet along the arc of said curve, through a central angle of 47°56'40"; thence N. 47°40'38" W. 212.38 feet to a point of tangency with a 329.00 – foot radius curve to the left, concave southerly; thence westerly 424.40 feet along the arc of said curve, through a central angle of 42°12'54"; thence N. 89°53'32" W. 561.33 feet; thence N. 00°06'28" E. 84.00 feet to the northerly line of said Section 27; thence S. 89°53'32" E. 561.33 feet along said northerly line of said Section 27 to a point of tangency with a 413.00 – foot radius curve to the right, concave southerly; thence 304.29 feet along the arc of said curve, through a central angle of 42°12'54"; thence S. 47°40'38" E. 212.38 feet to a point of tangency with a 413.00 – foot radius curve to the right, concave southwesterly, thence southeasterly 345.59 feet along the arc of said curve, through a central angle of 47°56'40" to the easterly boundary line of said entire tract;

thence S. 00°16'02" W. 1113.61 feet along said easterly boundary line and westerly line of said SLC Port GLC Plat "A" Subdivision to the Point of Beginning.

Tax Parcel No.: 07-27-100-007-0000

**EXHIBIT D**

(Construction Costs)

<b>1000 North Cost Sharing Budget</b>	
General Conditions	66,866
Earthwork	338,702
Storm Drain	30,764
Water	173,669
Fire Hydrants	140,986
Concrete and Asphalt	507,456
Electrical	21,669
RMP / Telecomm	410,555
SIRI Total	1,690,667
TIF	(448,039)
Land	767,867
Total	2,010,495
NWQ	1,005,247
XRQ	1,005,247



Siri Contracting, LLC  
 4275 N Thanksgiving Way  
 Suite 400  
 Lehi, UT 84043  
 801-388-3008

**BREAKDOWN PRICING**

Project Name: 1000 North  
 Location: 1000 North and 8550 West, SLC, UT  
 Submitted To: Jake Greenland and Rob Heywood  
 Company: Wadsworth Development and The Ritchie Group

Date: March 25, 2021  
 Estimator: Ted Siri

**SCOPE OF WORK: 1000 NORTH**

ITEM NO.	1000 NORTH ITEM DESCRIPTION	BID QUANTITY	UNITS	UNIT PRICE	TOTAL AMOUNT
<b>SCOPE OF WORK:</b>					
1	Mobilization	10.00	LDS	\$825.00	\$8,250.00
2	General Conditions	1.00	LS	\$5,000.00	\$5,000.00
3	Survey	1.00	LS	\$7,500.00	\$7,500.00
4	Inlet Protection	8.00	EA	\$150.00	\$1,200.00
5	Street Sweeping	35.00	HRS	\$250.00	\$9,750.00
6	Fence Removal	1,608.00	LF	\$2.00	\$3,618.00
7	Remove Storm Drain	2,170.00	LF	\$15.00	\$32,650.00
8	Earthwork - Remove Weeds/Top Soil in Road Way and Stockp	2,402.00	CY	\$4.00	\$9,608.00
9	Site Cutoff	1,695.00	CY	\$5.00	\$8,475.00
10	Excavate to Subgrade and Stockpile On-Site	15,298.00	CY	\$4.00	\$81,184.00
11	Import and Place 18" of Subbase Under Asphalt	11,370.00	TN	\$14.75	\$167,707.50
12	Curb and Gutter Grading	3,540.00	SF	\$2.50	\$8,850.00
13	Import and Place Road Base Under Curb and Gutter	570.00	TN	\$28.00	\$15,960.00
14	Final Grade Asphalt Roadway	110,815.00	SF	\$0.15	\$16,622.25
15	Concrete Approach Grading	934.00	SF	\$0.53	\$495.02
16	Import and Place Road Base Under Concrete Approach	35.00	TN	\$30.00	\$1,050.00
17	Sidewalk Grading	13,065.00	SF	\$0.35	\$4,579.75
18	Import and Place Road Base Under Sidewalk	315.00	TN	\$30.00	\$9,450.00
19	Landscape Subgrade	128,709.00	SF	\$0.12	\$15,445.08
20	Install Hydroseed w/ Straw	128,709.00	SF	\$0.15	\$19,306.35
21	Storm Drain - Install 15" RCP	200.00	LF	\$38.50	\$7,700.00
22	Install 15" Flared End Section	8.00	EA	\$480.17	\$3,841.36
23	Install 2x3' Curb Inlet Box	8.00	EA	\$1,675.25	\$13,402.00
24	18" RCP	85.00	LF	\$46.05	\$4,420.00
25	18" Flared End Section	2.00	EA	\$505.12	\$1,012.24
26	Gravel Bedding	15.00	TN	\$22.50	\$337.50
27	Waste Trench Spoils On-Site	10.00	CY	\$5.00	\$50.00
28	Water - Connect to Existing 14" HDPE	3.00	EA	\$250.00	\$750.00
29	14" HDPE DR-11	2,300.00	LF	\$38.88	\$84,824.00
30	14" Cross	2.00	EA	\$10,417.10	\$20,834.20
31	14" Gate Valve	8.00	EA	\$7,713.85	\$61,709.20
32	14" Cap	2.00	EA	\$2,775.50	\$5,551.12
33	Fire Hydrants - 14x8 Tee	8.00	EA	\$1,463.28	\$11,708.24
34	8" HDPE	350.00	LF	\$32.00	\$11,200.00
35	8" Gate Valve	13.00	EA	\$1,728.95	\$22,478.35
36	Fire Hydrant	8.00	EA	\$4,250.00	\$34,000.00
37	Cap and Mark 8" Lateral	1.00	EA	\$500.00	\$500.00
38	Concrete Collar Valve	13.00	EA	\$425.00	\$5,525.00
39	Road Base Bedding	1,150.00	TN	\$16.00	\$18,400.00
40	Waste Trench Spoils On-Site	600.00	CY	\$5.00	\$3,000.00
41	Import and Place Structural Fill for Trench Backfill	1,340.00	TN	\$12.00	\$16,080.00
42	Cathodic Protection	31.00	EA	\$583.03	\$18,000.73
43	Concrete and Asphalt - Mobilization	1.00	LS	\$2,500.00	\$2,500.00
44	Install 30" Curb and Gutter	3,540.00	LF	\$17.80	\$62,280.75

45	Install Curb Inlet Tie-ins	7.00	EA	\$475.00	\$3,325.00
46	Install 0' Thick Concrete Sidewalk and Approach	13,255.00	SF	\$4.80	\$63,824.00
47	ADA Ramp and Insets	6.00	EA	\$560.00	\$3,300.00
48	Install 10" Road Base	110,619.00	SF	\$0.85	\$94,022.75
49	Install 0.0" of Asphalt with 3/4" PG 58-28 Oil, 10% RAP in (2) Lifts. Includes Tack Coat Between Lifts	110,619.00	SF	\$2.31	\$255,841.43
50	Striping (Two Coats of Paint)	1.00	LS	\$12,834.48	\$12,834.48
51	Signage	1.00	LS	\$9,748.66	\$9,748.66
52	Electrical - Mobilization	1.00	LS	\$1,000.00	\$1,000.00
53	Excavate for (2) 6" RMP Conduits	305.00	CY	\$4.75	\$1,448.75
54	Install Sand Bedding	210.00	TH	\$28.52	\$5,969.20
55	Install (2) 6" RMP Conduit	2,380.00	LF	\$3.32	\$7,835.20
56	Install Warning Tape	1,180.00	LF	\$0.15	\$177.00
57	Backfill Trench with Native Material	175.00	CY	\$10.20	\$1,785.00
58	Stockpile Excess Fill	130.00	CY	\$6.60	\$858.00
59	Install Communication Pull Vaults	1.00	EA	\$2,588.79	\$2,588.79
				<b>1000 North Total:</b>	<b>\$1,280,112.70</b>

**Total Project: \$1,280,112.70**

**EXCLUSIONS:**

- 1 Survey, layout, construction staking, grade verification, engineering
- 2 Testing, Dewatering
- 3 Building Permits and fees
- 4 Hazardous Material, Debris Handling and Disposal

*+ Downtown dt*

**SPECIAL PROVISIONS:**

- 1 Water required for compaction and dust control will be available on-site at no charge.
- 2 All on-site excavated material is considered suitable for use as structural backfill.
- 3 Any insurance requirements over \$2 million will be extra and are not included in the base price.
- 4 This bid proposal excludes winter conditions costs and snow / frost removal or replacement with dry structural fill.
- 5 Light poles, electrical trenches and bollards are by others.
- 6 This bid proposal is based on the acceptance of all items detailed above. This proposal is strictly limited to the scope of work outlined above, and defined by this proposal. If accepted, this proposal will be included in, and become part of any subcontract.
- 7 This bid is based on the cost of fuel and oil prices on bid day. Any increase in oil prices will be passed through to the owner.
- 8 Siri Contracting retains all salvage rights on the demolition at the condition during the bidding process.
- 9 This bid is based on a site visit and plans by
- 10 Earthwork quantities calculated from drawings listed above. No other survey or measurement were performed.
- 11 This bid is valid for 30 days from date of bid.



Siri Contracting, LLC  
 4275 N Thanksgiving Way  
 Suite 400  
 Lehi, UT 84043  
 801-366-3008

**CHANGE ORDER**

Project Name: SLC Port GLC Plat B Infrastructure  
 Location: 700 N to 1100 N and 6700 W to 6870 W, SLC, Utah  
 Submitted To: Jake Greenland  
 Company: Wadsworth Development

Date: March 10, 2021  
 Estimator: Ted Siri

**SCOPE OF WORK: ELECTRICAL CHANGES**

ITEM NO.	EARTHWORK ITEM DESCRIPTION	BID QUANTITY	UNITS	UNIT PRICE	TOTAL AMOUNT
1	Give Old Credits, Install (1) #8 and (1) #10 Ground Wire	-4,646.00	LF	\$6.58	-\$30,602.00
2	Junction Boxes and Fuses	-1.00	LS	\$14,063.70	-\$14,063.70
3	Install 30' Light Pole and Base	-20.00	EA	\$7,005.04	-\$140,110.80
4	New Drawings 6820 West - Excavate for 4" and 2" Conduit	1,088.00	CY	\$4.76	\$5,079.00
5	Install Sand Bedding	820.00	TN	\$28.52	\$23,386.40
6	Install (1) 2" Site Lighting Conduit	2,445.00	LF	\$1.25	\$3,056.25
7	Install Site Lighting Conductor	2,445.00	LF	\$3.90	\$9,535.50
8	Install (4) 4" Communication Conduits	9,780.00	LF	\$2.20	\$21,516.00
9	Install Warning Tape	4,890.00	LF	\$0.15	\$733.50
10	Backfill Trench with Native Material	665.00	CY	\$10.20	\$6,783.00
11	Stockpile Excess Fill	502.00	CY	\$6.50	\$3,263.00
12	Install Communication Pull Vaults	3.00	EA	\$2,588.79	\$7,766.37
13	Install Light Poles	10.00	EA	\$8,333.60	\$83,336.00
14	6715 West - Excavate for 6", 4" and 2" Conduit	2,880.00	CY	\$4.76	\$13,690.00
15	Install Sand Bedding	2,325.00	TN	\$28.52	\$66,309.00
16	Install (1) 2" Site Lighting Conduit	2,485.00	LF	\$1.25	\$3,106.25
17	Install Site Lighting Conductor	2,485.00	LF	\$3.90	\$9,691.50
18	Install (4) 4" Communication Conduits	20,240.00	LF	\$2.20	\$44,528.00
19	Install (1) 6" RMP Conduit	6,085.00	LF	\$3.32	\$16,882.20
20	Install Warning Tape	10,120.00	LF	\$0.15	\$1,518.00
21	Backfill Trench with Native Material	1,427.00	CY	\$10.20	\$14,555.40
22	Stockpile Excess Fill	1,453.00	CY	\$6.50	\$9,444.50
23	Install Communication Pull Vaults	9.00	EA	\$2,588.79	\$20,710.32
24	Install RMP Pull Vault	3.00	EA	\$11,980.00	\$35,940.00
25	Install RMP Sectional Vault	3.00	EA	\$9,570.00	\$28,712.70
26	Install Light Poles	10.00	EA	\$8,333.60	\$83,336.00
27	6550 West - Excavate for (2) 6" RMP Conduits	280.00	CY	\$4.76	\$1,339.00
28	Install Sand Bedding	191.00	TN	\$28.52	\$5,447.32
29	Install (2) 6" RMP Conduit	2,156.00	LF	\$3.32	\$7,157.92
30	Install Warning Tape	1,078.00	LF	\$0.15	\$161.70
31	Backfill Trench with Native Material	180.00	CY	\$10.20	\$1,832.00
32	Stockpile Excess Fill	120.00	CY	\$6.50	\$780.00
33	Install Communication Pull Vaults	2.00	EA	\$2,588.79	\$5,177.58
34	1000 North - Excavate for (2) 6" RMP Conduits	385.00	CY	\$4.76	\$1,448.75
35	Install Sand Bedding	210.00	TN	\$28.52	\$5,989.20
36	Install (2) 6" RMP Conduit	2,380.00	LF	\$3.32	\$7,835.20
37	Install Warning Tape	1,180.00	LF	\$0.15	\$177.00
38	Backfill Trench with Native Material	175.00	CY	\$10.20	\$1,785.00
39	Stockpile Excess Fill	130.00	CY	\$6.50	\$845.00
40	Install Communication Pull Vaults	1.00	EA	\$2,588.79	\$2,588.79
41	780 North - Ex for (4) Comm Conduits and (2) 6" RMP Conduits	783.00	CY	\$4.76	\$3,718.25
42	Install Sand Bedding	668.00	TN	\$28.52	\$17,340.16
43	Install (4) 4" Communication Conduits	8,444.00	LF	\$1.25	\$10,555.00
44	Install (2) 6" RMP Conduit	1,220.00	LF	\$3.32	\$4,050.40
45	Install Warning Tape	3,612.00	LF	\$0.15	\$541.80

46	Backfill Trench with Native Material	403.00	CY	\$10.20	\$4,110.60
47	Stockpile Excess Fill	360.00	CY	\$6.50	\$2,470.00
48	Install Communication Pull Vaults	5.00	EA	\$2,588.70	\$12,943.50
49	Install RMP Switchgear Vaults	2.00	EA	\$14,437.28	\$28,874.56
<b>Total Add to Contract for Electrical Changes:</b>					<b>\$444,760.69</b>

**EXCLUSIONS:**

- 1 Same as Contract

**SPECIAL PROVISIONS:**

- 1 Same as Contract
- 2 ALL CONDUITS ARE SET TO THE MINIMUM DEPTH AS SHOWN ON THE DETAILS.
- 3 THIS CHANGE ORDER DOES NOT INCLUDE BORING ACROSS 6500 WEST.