

VICTORY RANCH DEVELOPMENT AGREEMENT

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This DEVELOPMENT AGREEMENT (the "Agreement") is entered into as of this _____ day of _____, 200____, by and between _Victory Ranch L.C., Utah limited liability company (hereinafter called "Developer"), and Wasatch County, a political subdivision of the State of Utah (hereinafter called the "County"). Developer and the County are hereinafter referred to individually as a "Party" and collectively as the "Parties." This Agreement supersedes and replaces any previous agreements entered into or representations made by and between Developer and the County involving the Property (defined below).

RECITALS

- A. The County, acting pursuant to its authority under Utah Code Ann. Section 17-27-101, et seq., and Section 17-53-223, and Section 17-53-302(13), as amended, and in furtherance of its land use policies, goals, objectives, ordinances, and regulations, in the exercise of its discretion, has elected to approve and enter into this Agreement.
- B. Developer has a legal interest in certain real property consisting of approximately 5,667 acres located in the unincorporated portion of the County, as described in Exhibit A attached hereto. Although many of the recitals in this agreement reference this entire property, this development agreement only covers portions of the development that have received preliminary approval which contains Phase 1 consisting of a maximum of 445 ERU's of residential units only in sub-phases A-D. It is anticipated that the County and the developer may enter into additional development agreements and/or addendums for the remaining portions of the project.
- C. Developer has requested approval to develop the real property described in Exhibit A as a residential resort/club development to include amenities such as golf, fishing and equestrian trails and will consist of 693 Equivalent Residential Units in the entire development (hereinafter referred to as "ERUs"), together with other uses, as more particularly described in Section 2 of this Agreement. This development is commonly known as Victory Ranch and/or the Master Plan of which was approved in August 2001, and amended in June 2005, located in the records of the Wasatch County Planning Department.
- D. The County desires to enter into this Agreement because the Agreement establishes planning principles, standards, and procedures to: (1) eliminate uncertainty in planning and guide the orderly development of the Property consistent with the County General Plan, the County Development Code, and

the conditions imposed by the Planning Commission and County Legislative Body; (2) mitigate significant environmental impacts; (3) ensure installation of necessary on-site and off-site public improvements; (4) provide for the preservation of substantial permanent open space; (5) make provision for trail facilities; (6) provide for the timely payment of all fees and charges, including impact fees in the amounts set forth herein; (7) ensure that public services appropriate to the development of the Property are provided; (8) provide affordable housing; (9) provide for the maintenance of facilities, trails and open space within the development during construction and after completion; and (10) otherwise achieve the goals and purposes of the County and Developer.

- E. Developer desires to enter into this Agreement to ensure that Developer may proceed with the Project in accordance with the "Applicable Law" (defined below).
- F. The County has undertaken review and planning actions relating to the development of the Property and the Project. These actions are set forth in the official minutes and record of the County Planning Commission and the County Legislative Body. A condition of final approval of Phase I is that Developer enter into and abide by the terms of this Agreement. Unless modified by subsequent Development Agreements, the terms of this Agreement apply to any and all phases or plats therein. These various review and planning actions are collectively referred to herein as the "Current Approvals."
- G. On August 21, 2001, following a duly noticed public hearing, the County Legislative Body granted final Master Plan approval and on June, 2005, granted Amended Master Plan Approval to Developer.
- H. By developing Phase I in accordance with this Agreement, Phase I shall be in compliance with the Wasatch County General Plan and all development ordinances, resolutions, rules, regulations, policies, standards, and directives of the County.
- I. Each Party acknowledges that it is entering into this Agreement voluntarily.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and provisions set forth herein, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

Section 1. EFFECTIVE DATE AND TERM

1.1 Effective Date.

This Agreement shall become effective on the date it is executed by Developer and the County (the "Effective Date"). The Effective Date shall be inserted in the introductory paragraph preceding the Recitals.

1.2 Term.

The term of this Agreement (the "Term") shall commence upon the Effective Date and continue for a period of twenty-five (25) years. Unless otherwise agreed between the County and Developer, Developer's vested interest(s) and right(s) contained in this Agreement expire at the end of the Term, or upon termination of this Agreement.

Upon termination of this Agreement, for any reason including expiration of the Term, the obligations of the Parties to each other hereunder shall terminate, but none of the licenses, building permits, or certificates of occupancy granted prior to expiration of the Term or termination of this Agreement shall be rescinded or limited in any manner. No easements, maintenance requirements, or other agreements intended to run with the land shall expire.

Section 2. DEFINITIONS

Any term or phrase used in this Agreement that has its first letter capitalized shall have that meaning given to it in this section.

"Applicable Law" shall have that meaning set forth in Section 4.2 of this Agreement.

"Approval Date" shall mean the date set forth in Recital G of this Agreement.

"Changes in the Law" shall have that meaning set forth in Section 4.2 of this Agreement.

"Conditions to Current Approvals" shall have the meaning set forth in Section 3.1(b) of this Agreement.

"County" shall mean Wasatch County and shall include, unless otherwise provided, any and all of the County's agencies, departments, officials, employees or agents.

"County General Plan" or "General Plan" shall mean the General Plan of Wasatch County.

"Current Approvals" shall have the meaning set forth in Recital F of this Agreement.

"Developer" shall have that meaning set forth in the preamble, and shall include Developer's successors in interest and assigns.

"Director" shall mean the Director of the Wasatch County Planning Department, or his or her designee.

"Effective Date " shall have that meaning set forth in Section 1.1 of this Agreement.

"Home Owners' Association" means the Victory Ranch Home Owners' Association ("HOA"), a non-profit corporation formed in accordance with the state and federal law and authorized to impose fees sufficient to perform the maintenance obligations transferred to it by Developer.

"Planning Commission" shall mean the Wasatch County Planning Commission.

"Project" shall mean the Property and the development on the Property which is the subject of this Agreement, including all phases or plats regularly approved by the County and any ancillary and additional improvements or endeavors incident to the development of the Project.

"Project Improvements" shall mean all infrastructure improvements intended for public or private use and located within the boundaries of the Project, including but not limited to sewer lines, water lines, roads, electricity, gas, telephone, detention basins, curb and gutter, trails, common area recreational facilities, and open space.

"Property" shall mean the parcel or parcels of land which are the subject of this Agreement and which are more particularly described in Exhibit A.

Section 3. OBLIGATIONS OF DEVELOPER AND THE COUNTY

3.1 Obligations of Developer.

(a) Generally. The Parties acknowledge and agree that the County's agreement to perform and abide by the covenants and obligations of the County set forth herein is material consideration for Developer's agreement to perform and abide by the covenants and obligations of Developer set forth herein.

(b) Conditions to Current Approvals. Developer shall comply with all of the following Conditions to Current Approvals:

- (1) ***Compliance With Conditions Imposed By County:*** Developer agrees to comply with any and all conditions imposed by the Planning Commission or the County Legislative Body during the permitting and approval process as set forth in the official minutes of the County Planning Commission and County Legislative Body.

- (2) **Payment of Administrative Fees:** Developer agrees to pay all generally applicable Wasatch County fees as a condition of developing the Property and Project.
- (3) **Wasatch County has enacted an impact fee ordinance.** Subject to adjustments approved by the County Legislative Body, Developer agrees to pay the Wasatch County impact fees due and payable in connection with any structure built by Developer, or Developer's agent, employee, contractor, or subcontractor. It is the intent that in lieu of any impact fees imposed by Wasatch County for water and sewer services, each Lot shall be assessed and pay its pro rata share of any development infrastructure and sewer treatment bonds issued by Jordanelle Special Service District.
- (4) **Affordable Housing:** To comply with the County Affordable Housing Ordinance, Developer has agreed to be bound by a separate Affordable Housing Agreement, recorded as an exhibit to this Agreement.. See Exhibit B.
- (5) **Special Service District Fees, and Charges:** The following services will be provided to the Project by special service districts, each of which has issued to Developer a "will serve" letter, copies of which are attached hereto as Exhibit C and incorporated by reference herein:

Service	Entity Providing Service
Culinary Water	JSSD
Trash Removal	Wasatch County Solid Waste Special Service District as determined by its director, and as set forth in the letter dated June 3, 2005 as set forth in Exhibit C attached. Locations of containers to be approved by Planning Staff
Sanitary Sewer	JSSD
Fire Protection	Wasatch Fire Protection Special Service District

- (b) Developer agrees to pay any and all fees imposed by the District(s) in connection with development of the Project, including (but not limited to) fees for plan check and engineering review.
- (6) **Construction of Project Improvements:** All Project Improvements within each phase of the Project shall be inspected and accepted by the County in writing prior to issuance of any building permit within that phase unless otherwise approved by Wasatch County.
- (7) **Phasing:** Unless otherwise stated herein, Developer may in his or her discretion develop the Project in phases. Each phase may be recorded in

one or more plats. In developing each phase, Developer shall ensure the logical extension of the Project Improvements through each phase and throughout the Project, all in conformance with the requirements of this Agreement, the Applicable Law, and the requirements imposed by the County Planning Commission and County Legislative Body.

- (8) **Construction and Maintenance of Recreational Facilities:** Developer shall construct certain recreational facilities in conjunction with the Project in accordance with the following schedule:

Recreational Facility	Date of Substantial Completion
Mountain Golf Course	2009
Trails (public trail)	As required by this Agreement and each plat as recorded.
Long Hollow Golf Course	TBD
River Lodge	2007
Club House	TBD
Equestrian and Activity Centers	TBD

A 10-foot asphalt trail, beginning near Jordanelle State Park entry to Rock Cliff and terminating approximately 1.2 miles to the east will be constructed with the infrastructure in phase 1B or by October 2007, whichever ever occurs first. Construction deadline for the remaining trails will be established as subsequent phases obtain final approval. A completed trailhead design, a public trails master plan and a construction schedule will be agreed upon by the Wasatch County Trails Coordinator, the Developer and Planning Director of Wasatch County by August 15, 2006 and shall become Exhibit G as an addendum to this Agreement.

All public trails will be recorded on the final plats, if applicable, and dedicated to the public in perpetuity, as each phase is processed. Developer shall maintain the above-described recreation facilities in all respects. This obligation shall remain with the Developer until transferred to the Home Owner's Association or private clubs associated with the Project. The maintenance provided shall meet or exceed a standard of reasonableness and safety as established by the County. In the event the responsible party fails to maintain the recreational facilities, the County may (but is not obligated to) maintain them. The market value of the cost of this maintenance is hereby agreed to and shall constitute a valid lien on the Property or which the facility is located and its lots on a parity with and collected at the same time and in the same manner as general County taxes that are a lien on the Property.

- (9) ***Maintenance of Open Space and Trails:*** The Planning Commission and County Council approved a master plan with 82% open space. Each phase will dedicate open space such that when the final phase is recorded the open space total will be equal to the amount approved at the master plan approval. Developer will grant the County easements for their stated purposes for common areas and restricted open space on the plat for each phase as recorded. Developer has also reserved certain portions of the Project as trails detailed in the Public Trails Plan attached hereto as Exhibit D and incorporated by reference herein. Developer shall be responsible to maintain the open space and private and public trails in all respects, including but not limited to landscaping, irrigation, and weed control. This obligation shall remain with the Developer until transferred to the Home Owners' Association. Trail maintenance provided by Developer or the Home Owners' Association shall meet or exceed a standard of reasonableness and safety as established by the County (Title 16, appendix 3). In the event Developer or the Home Owners' Association fails to maintain the open space and private and public trails, the County may (but is not obligated to) maintain them. The market value of the cost of this maintenance is hereby agreed to and shall constitute a valid lien on the Property and its lots on parity with and collected at the same time and in the same manner as general County taxes that are a lien on the Property.
10. ***Architectural Renderings and Landscaping:*** Developer has submitted to the County the Architectural Renderings attached hereto as Exhibit D and incorporated by reference herein. These Architectural Renderings shall guide future development of the Project. Developer agrees to be bound by the landscaping guidelines and regulations as referenced herein. Landscape requirements within Victory Ranch will follow the design criteria and Approved Plant List as outlined in the Design Guidelines which were developed for this project using the Wasatch County Development Code. Wasatch County will have the right to review and approve all landscape designs in all common areas, including Club area facilities/buildings within Victory Ranch.
11. The developer and later the HOA, once the transfer has taken place, will be responsible for weed control for the detention pond and trail according to Title 12.02.01 of the Wasatch County Code.
12. ***Detention pond and storm drainage maintenance:*** All detention ponds will remain the property and responsibility of the Home Owners Association. The HOA or other applicable entity remains responsible for all inspection, maintenance, and repair of the detention areas and drainage swales leading to detention ponds.

At a minimum maintenance of the detention pond shall include:

Inspection: Inspect detention pond for erosion and any changes after every major storm event but at least yearly. Inspect embankments for any visible signs of erosion, seepage, sloughing, sliding, or other instability. Inspect outlet structures for flow obstructions, cracks, vandalism, or erosion.

Regular maintenance

- Proceed with corrective measures for observed problems immediately or as soon as weather conditions permit
- Mow grass as required. Remove undesirable vegetation such as trees, bushes, and vines from embankments and pond area.
- Fill all eroded gullies and vehicle ruts and compact soil. Backfill any hollow spots under concrete spillways or outlet structures and compact soil. Replace any riprap that has washed away from spillways and pipe outlets. Determine the cause of any slides or sloughs and repair. Take corrective action to prevent future recurrence.
- Remove all trash, debris, tree limbs, or other flow obstructions from detention pond, outlet structures, and pipes. Fill all animal burrows and compact soil. Repair vandalism. Maintain pond and outlet structures in good working order.
- Do not use pesticides, herbicides, or fertilizers in or around the detention pond (unless approved by the County). These products will leach from the pond and pollute streams and river.
- Make sure that the detention pond is draining properly. Detention ponds are designed to release storm water slowly not hold the water permanently. Improperly maintained ponds can harbor breeding areas for mosquitoes and reduce the storage volume of the pond.
- Do not place yard waste such as leaves, grass clippings or brush in ponds or drainage ways.

Annual Maintenance

Remove vegetation from any cracks in concrete spillways or outlet structures and seal with mastic joint filler. Lubricate and test moving parts on gates, valves, etc. Repaint metal parts to prevent rust. Replace badly rusted parts. Remove any accumulated sediment to restore pond to design volume. Reseed with County approved seed mix as necessary to maintain good vegetative cover on exterior of embankments.

13. ***Road Maintenance:*** The roads in the Project shall be private roads. The Developer and/or HOA shall maintain the roads.
14. ***Snow Removal:*** The Developer and/or the Home Owners' Association shall provide snow-removal on the private roads in the Project. Including all secondary gated accesses.

15. **Access gates:** All gated roads shall be fitted with an SOS system in conformance with the Fire District and the Sheriff's Department.

16. **Bonding:**

- a. **Performance Bonds and Warranty Bonds.** Developer shall post performance and warranty bonds or other warranty instruments acceptable to the county for all development and common area improvements as shown on the plats of each phase as recorded in relation to the Project. The bonds shall conform to the requirements of section 16.27.20 of the Wasatch County Code.
- b. **Maintenance Bonds.** Developer shall post a bond of either cash or an irrevocable letter of credit on a form approved by the County in an amount equal to the annual maintenance expense for common areas and all trails within the Project. When the developer transfers these obligations by written agreement to the Home Owners' Association, the County may waive the maintenance bond requirement for that portion of the Project under the Home Owners' Association's jurisdiction, subject to the County being provided with evidence of the Association's financial ability to maintain the common areas and all trails.

17. Each phase will complete and provide a ridgeline analysis which will address all ridgeline issues prior to final approval as part of the feasibility for parcels.

18. **Fencing:** Fencing is not allowed at Victory Ranch with the exception of a three rail ranch fence along Hwy 32.

19. **Limits on fertilizers in the flood plain:** Lots platted close to the calculated 100-year flood plain as required and agreed upon by FEMA shall have their formal landscaping maintained by a professional in a manner consistent with best management practices so as to avoid polluting of the Provo River.

20. **Pet restrictions:** Dogs shall be kept on leashes at all times and not allowed to roam freely. Cats shall be kept inside homes. Animals shall be controlled in a manner that they will not harass wildlife.

21. **Limits of disturbance –** each lot will have limits of disturbance line, as shown on the plat for each Phase beyond which construction and grading is not allowed.

22. Secondary access shall be built to primary road standards of Wasatch County and maintained on a year round basis
23. Flood Plain issues: No residential structures will be approved by Wasatch County that exists in the FEMA flood plain as of the effective date of this agreement. At such time that a CLOMA is approved by FEMA, an application for residential development in the FEMA flood plain can be submitted to Wasatch County for review and approval. Minimum standards as defined in Section 16.28.04.5c of Wasatch County Development Code for building structures in a flood plain shall be met including that the proposed building is safe from river migration.
24. Water Quality monitoring shall be as required by Exhibit E attached.
25. Soils reports – The soils reports for phase 1 are attached in Exhibit F. Pursuant to code soils reports for future Phases will also be required.

3.2 Obligations of the County.

(a) **Generally.** The Parties acknowledge and agree that Developer's agreement to perform and abide by the covenants and obligations of Developer set forth herein is material consideration for the County's agreement to perform and abide by the covenants and obligations of the County set forth herein.

(b) **Conditions to Current Approvals.** The County shall not impose any further Conditions to Current Approvals other than those detailed in this Agreement and in the official minutes of the County Planning Commission and County Legislative Body, unless agreed to in writing by the Parties.

(c) **Acceptance of Project Improvements.** The County agrees to review and approve (where appropriate) all Project improvements intended for use by the public and by the lot owners and constructed by Developer, or Developer's contractors, subcontractors, agents or employees, provided that (1) the Wasatch County Building and Engineering Department reviews and approves the plans for any Project improvements prior to construction; (2) Developer permits Wasatch County Building and Engineering representatives to inspect upon request any and all of said Project improvements during the course of construction; (3) the Project improvements have been inspected by a licensed engineer who verifies that the Project improvements have been constructed in accordance with the plans and specifications; (4) Developer has warranted the Project improvements as required by the Wasatch County Building and Engineering Department; and (5) the Project improvements pass final acceptance and approval by the Wasatch County Building and Engineering Department. In the case of open space, landscaping, and public trails, the Planning Department will perform the reviews, approvals, and inspections described above.

Section 4. VESTED RIGHTS AND APPLICABLE LAW

4.1 Vested Rights.

(a) Generally. As of the Effective Date of this Agreement, Developer shall have the vested right to develop the Property in accordance with this Agreement and Applicable Law.

(b) Reserved Legislative Powers. Nothing in this Agreement shall limit the future exercise of the police power by the County in enacting zoning, subdivision, development, transportation, environmental, open space, and related land use plans, policies, ordinances and regulations after the date of this Agreement. Notwithstanding the retained power of the County to enact such legislation under its police power, such legislation shall not modify Developer's vested right as set forth herein unless facts and circumstances are present which meet the exceptions to the vested rights doctrine as set forth in Western Land Equities, Inc. v. City of Logan, 617 P.2d 388 (Utah, 1988), its progeny, or any other exception to the doctrine of vested rights recognized under state or federal law.

4.2 Applicable Law.

(a) Applicable Law. Unless otherwise provided herein, the rules, regulations, official policies, standards and specifications applicable to the development of the Property (the "Applicable Law") shall be those rules, regulations, official policies, standards and specifications, including County ordinances and resolutions, in force and effect on the date the County Legislative Body granted preliminary approval to Developer. However, notwithstanding the foregoing, any person applying for a building permit within the Project shall be subject to the building, electrical, mechanical, plumbing, and fire codes, and other County ordinances relating to the placement and construction of the proposed structure, that are in effect at the time the person files with the County a completed application for building permit.

(b) State and Federal Law. Notwithstanding any other provision of this Agreement, this Agreement shall not preclude the application of changes in laws, regulations, plans or policies, to the extent that such changes are specifically mandated and required by changes in state or federal laws or regulations ("Changes in the Law") applicable to the Property. In the event the Changes in the Law prevent or preclude compliance with one or more provisions of this Agreement, such provisions of the Agreement shall be modified or suspended, or performance thereof delayed, as may be necessary, to comply with the Changes in the Law.

Section 5. AMENDMENT

5.1 Amendments Generally. Unless otherwise stated in this Agreement, the Parties may amend this Agreement by mutual written consent. No amendment or

modification to this Agreement shall require the consent or approval of any person or entity having any interest in any specific lot, unit or other portion of the Project.

Section 6. DEFAULT; TERMINATION; ANNUAL REVIEW

6.1 General Provisions.

(a) Defaults. Any failure by either Party to perform any term or provision of this Agreement, which failure continues uncured for a period of thirty (30) days following written notice of such failure from the other Party, unless such period is extended by written mutual consent, shall constitute a default under this Agreement. Any notice given pursuant to the preceding sentence shall specify the nature of the alleged failure and, where appropriate, the manner in which said failure satisfactorily may be cured. If the nature of the alleged failure is such that it cannot reasonably be cured within such 30-day period, then the commencement of the cure within such time period, and the diligent prosecution to completion of the cure thereafter, shall be deemed to be a cure within such 30-day period. Upon the occurrence of an uncured default under this Agreement, the non-defaulting Party may institute legal proceedings to enforce the terms of this Agreement or, in the event of a material default, terminate this Agreement. If the default is cured, then no default shall exist and the noticing Party shall take no further action.

(b) Termination. If the County elects to consider terminating this Agreement due to a material default of Developer, then the County shall give to Developer a written notice of intent to terminate this Agreement and the matter shall be scheduled for consideration and review by the County Legislative Body at a duly noticed public meeting. Developer shall have the right to offer written and oral evidence prior to or at the time of said public meeting. If the County Legislative Body determines that a material default has occurred and is continuing and elects to terminate this Agreement, the County Legislative Body shall send written notice of termination of this Agreement to Developer by certified mail and this Agreement shall thereby be terminated. The County may thereafter pursue any and all remedies at law or equity.

6.2 Review by County

(a) Generally. The County may at any time and in its sole discretion request that Developer demonstrate that Developer is in full compliance with the terms and conditions of this Agreement. Developer shall provide any and all information reasonably necessary to demonstrate compliance with this Agreement as requested by the County within thirty (30) days of the request, or at a later date as agreed between the Parties.

(b) Determination of Non-Compliance. If the County Legislative Body finds and determines that Developer has not complied with the terms of this Agreement, and noncompliance may amount to a default if not cured, then the County may deliver a Default Notice pursuant to Section 6.1(a) of this Agreement. If the default is not cured

timely by Developer, the County may terminate this Agreement as provided in Section 6.1(b) of this Agreement.

(c) **Notice of Compliance.** Within fifteen (15) days following any written request which Developer may make from time to time, the County shall execute and deliver to Developer a written "Notice of Compliance," in recordable form, duly executed and acknowledged by the County, certifying that: (i) this Agreement is unmodified and in full force and effect, or if there have been modifications hereto, that this Agreement is in full force and effect as modified and stating the date and nature of such modification; (ii) there are no current uncured defaults under this Agreement or specifying the dates and nature of any such default; and (iii) any other reasonable information requested by Developer. Developer shall be permitted to record the Notice of Compliance.

6.3 Default by the County.

In the event the County defaults under the terms of this Agreement, Developer shall have all rights and remedies provided in Section 6.1 of this Agreement and provided under Applicable Law.

6.4 Enforced Delay; Extension of Time of Performance.

Notwithstanding anything to the contrary contained herein, neither Party shall be deemed to be in default where delays in performance or failures to perform are due to, and a necessary outcome of, war, insurrection, terrorist acts, strikes or other labor disturbances, walk-outs, riots, floods, earthquakes, fires, casualties, acts of God, restrictions imposed or mandated by other governmental entities, enactment of conflicting state or federal laws or regulations, new or supplemental environmental regulations, or similar basis for excused performance which is not within the reasonable control of the Party to be excused. Upon the request of either Party hereto, an extension of time for such cause shall be granted in writing for the period of the enforced delay, or longer as may be mutually agreed upon.

6.5 Annual Review.

Project - Developer and the County may (at the discretion of the County) meet annually to review the status of the Project and to review compliance with the terms and conditions of this Agreement.

ERU calculations - The number of ERU's attached to each building shall be determined at the time the building permit is issued and shall be calculated as set forth in section 16.33.11 figure 11 of the Wasatch County Development Code and shall be reviewed on a yearly basis. The project is approved with 693 ERU's. The developer may request additional ERU's as an amendment to the density determination which must be approved by the County. County is under no obligation to approve the request for additional ERU's.

Section 7. DEFENSE AND INDEMNITY

7.1 Developer's Actions.

Developer shall defend, hold harmless, and indemnify the County and its elected and appointed officers, agents, employees, and representatives from any and all claims, costs, judgments and liabilities (including inverse condemnation) which arise directly or indirectly from the County's approval of the Project, construction of the Project, or operations performed under this Agreement by (a) Developer or by Developer's contractors, subcontractors, agents or employees, or (b) any one or more persons directly or indirectly employed by, or acting as agent for, Developer or any of Developer's contractors or subcontractors.

7.2 Hazardous, Toxic, and/or Contaminating Materials. Developer further agrees to defend and hold harmless the County and its elected and/or appointed boards, officers, employees, and agents from any and all claims, liabilities, damages, costs, fines, penalties and/or charges of any kind whatsoever relating to the existence of hazardous, toxic and/or contaminating materials on the Project solely to the extent caused by the intentional or negligent acts of Developer, or Developer's officers, contractors, subcontractors, employees, or agents.

7.3 County's Actions.

Nothing in this Agreement shall be construed to mean that Developer shall defend, indemnify, or hold the County or its elected and appointed representatives, officers, agents and employees harmless from any claims of personal injury, death or property damage or other liabilities arising from (i) the willful misconduct or negligent acts or omissions of the County, or its boards, officers, agents, or employees; and/or (ii) the negligent maintenance or repair by the County of improvements that have been offered for dedication and accepted by the County for maintenance.

Section 8. TRANSFER OF MAINTENANCE OBLIGATIONS.

8.1 Creation of Home Owners' Association. Developer shall transfer certain maintenance obligations to the Home Owners' Association. The Association shall be a non-profit corporation formed in accordance with the state and federal law. The Association shall have authority to impose fees sufficient to perform the maintenance obligations transferred to it.

8.2 Written Transfer Agreement Required. The Developer and Home Owners' Association shall be jointly and severable liable and responsible for all maintenance obligations until the following two conditions/obligations have been met. Thereafter, the Developer shall be relieved of all obligations and liability.

- 1. Improvements are installed and accepted by the County.**

2. The Home Owners Association is fully operational and capable of maintaining transferred maintenance obligations.

Section 9. INSURANCE CERTIFICATES.

9.1 Insurance Certificates. Prior to beginning construction on the Project, Developer shall furnish to the County certificates of general liability insurance indicating that the County has been added as an additional named insured with respect to construction of infrastructure, project improvements, and recreational facilities within the Project. Until such time as the Project Improvements described in Section 3.1(b) of this Agreement are completed and approved by the County, such insurance coverage shall not terminate or be canceled or the coverage reduced until after thirty (30) days' written notice is given to the County.

Section 10. NO AGENCY, JOINT VENTURE OR PARTNERSHIP

It is specifically understood and agreed to by and between the Parties that: (1) the subject Project is a private development; (2) the County has no interest or responsibilities for, or due to, third parties concerning any improvements until such time, and only until such time, that the County accepts the same pursuant to the provisions of this Agreement; (3) Developer shall have full power over and exclusive control of the Property and Project herein described, subject only to the limitations and obligations of Developer under this Agreement; and (4) the County and Developer hereby renounce the existence of any form of agency relationship, joint venture or partnership express or implied between the County and Developer and agree that nothing contained herein or in any document executed in connection herewith shall be construed as creating any such relationship between the County and Developer.

Section 11. MISCELLANEOUS

11.1 Incorporation of Recitals and Introductory Paragraph. The Recitals contained in this Agreement, and the introductory paragraph preceding the Recitals, are hereby incorporated into this Agreement as if fully set forth herein.

11.2 Subjection and Subordination. Each person or entity that holds any beneficial, equitable, or other interest or encumbrances in all or any portion of the Project at any time hereby automatically, and without the need for any further documentation or consent, subjects and subordinates such interests and encumbrances to this Agreement and all amendments thereof that otherwise comply with this Section 5. Each such person or entity agrees to provide written evidence of that subjection and subordination within 15 days following a written request for the same from, and in a form reasonably satisfactory to the County.

11.3 Severability. If any term or provision of this Agreement, or the application of any term or provision of this Agreement to a particular situation, is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining terms and provisions of this Agreement, or the application of this Agreement to other situations, shall continue in full force and effect unless amended or modified by mutual consent of the Parties.

11.4 Other Necessary Acts. Each Party shall execute and deliver to the other any further instruments and documents as may be reasonably necessary to carry out the objectives and intent of this Agreement.

11.5 Construction. This Agreement has been reviewed and revised by legal counsel for both the County and Developer, and no presumption or rule that ambiguities shall be construed against the drafting Party shall apply to the interpretation or enforcement of this Agreement.

11.6 Other Miscellaneous Terms. The singular shall include the plural; the masculine gender shall include the feminine; "shall" is mandatory; "may" is permissive.

11.7 Covenants Running with the Land.

The provisions of this Agreement shall constitute real covenants, contract and property rights, and equitable servitudes, which shall run with all of the land subject to this Agreement. The burdens and benefits of this Agreement shall bind and inure to the benefit of each of the Parties, and to their respective successors, heirs, assigns, and transferees. Notwithstanding anything in this Agreement to the contrary, the owners of individual units or lots in the Project shall (1) only be subject to the burdens of this Agreement to the extent applicable to their particular unit or lot; and (2) have no right to bring any action under this Agreement as a third-party beneficiary or otherwise.

11.8 Method of Enforcement.

The County may look to Developer, the Home Owners' Association, or collectively to each lot or unit owners in the Project for performance of the provisions of this Agreement relative to the portions of the Project owned or controlled by such party. Any cost incurred by the County to secure performance of the provisions of this Agreement shall constitute a valid lien on the Project, including prorated portions to individual lots or units in the Project, on a parity with and collected at the same time and in the same manner as general County taxes and assessments that are a lien on the Project. The County may pursue any remedies available at law or in equity, including the withholding of building permits or certificates of occupancy, to ensure compliance with this Agreement.

11.9 Waiver. No action taken by any Party shall be deemed to constitute a waiver of compliance by such Party with respect to any representation, warranty, or condition contained in this Agreement. Any waiver by any Party of a breach of any

provision of this Agreement shall not operate or be construed as a waiver by such Party of any subsequent breach.

11.10 Remedies. Either Party may, in addition to any other rights or remedies, institute an equitable action to cure, correct, or remedy any default, enforce any covenant or agreement herein, enjoin any threatened or attempted violation thereof, enforce by specific performance the obligations and rights of the Parties hereto, or to obtain any remedies consistent with the foregoing and the purpose of this Agreement.

11.11 Utah Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Utah.

11.12 Covenant of Good Faith and Fair Dealing. Each Party shall use its best efforts and take and employ all necessary actions in good faith consistent with this Agreement and Applicable Law to ensure that the rights secured by the other Party through this Agreement can be enjoyed.

11.13 Requests to Modify Use Restrictions. Developer's successors, heirs, assigns, and transferees shall have the right, without the consent or approval of any other person or entity owning property in any other part of the Project, to request that the County modify any zoning classification, use, density, design, setback, size, height, open space, road design, road dedication, traffic configuration, site plan, or other use restrictions associated with that portion of the Project to which the successor, heir, assign, or transferee holds title. The County shall consider any such request, but is not required to grant it.

11.14 Representations. Each Party hereby represents and warrants to each other Party that the following statements are true, complete and not misleading as regards the representing warranting Party:

- (b) Such Party is duly organized, validly existing and in good standing under the laws of the state of its organization.
- (c) Such Party has full authority to enter into this Agreement and to perform all of its obligations hereunder. The individual(s) executing this Agreement on behalf of such Party do so with the full authority of the Party that those individual(s) represent.
- (d) This Agreement constitutes the legal, valid and binding obligation of such Party enforceable in accordance with its terms, subject to the rules of bankruptcy, moratorium and equitable principles.

11.15 No Third-Party Beneficiaries. This Agreement is between the County and Developer. No other party shall be deemed a third-party beneficiary or have any rights under this Agreement.

Section 12. NOTICES

Any notice or communication required hereunder between the County and Developer must be in writing, and may be given either personally or by registered or certified mail, return receipt requested. If given by registered or certified mail, such notice or communication shall be deemed to have been given and received on the first to occur of (i) actual receipt by any of the addressees designated below as the Party to whom notices are to be sent, or (ii) five (5) days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If personally delivered, a notice shall be deemed to have been given when delivered to the Party to whom it is addressed. Any Party may at any time, by giving ten (10) days written notice to the other Party, designate any other address to which notices or communications shall be given. Such notices or communications shall be given to the Parties at their addresses set forth below:

If to the County:

AL MICKELSEN
Director
Wasatch County Administration Building
188 South Main Street
Heber City, UT 84032

With Copies to:

THOMAS L. LOW
Wasatch County Attorney
805 West 100 South
Heber City, UT 84032

If to Developer:

Robert Larsen, Manager
Victory Ranch L.C.
2252 Lenwood Court SW
Rochester, MN 55902

With Copies to:

Joe Tesch
c/o Tesch Law Offices
P.O. Box 3390
314 Main Street
Park City, UT 84060

Charles Farrell
Faegre and Benson

2200 Wells Fargo Center
90th So. Seventh Street
Minneapolis, MN 55402

Section 13. ENTIRE AGREEMENT, COUNTERPARTS AND EXHIBITS

Unless otherwise noted herein, this Agreement is the final and exclusive understanding and agreement of the Parties and supersedes all negotiations or previous agreements between the Parties with respect to all or any part of the subject matter hereof. All waivers of the provisions of this Agreement shall be in writing and signed by the appropriate authorities of the County and Developer. The following exhibits are attached to this Agreement and incorporated herein for all purposes:

Exhibit A - Legal Description of the Property

Exhibit B - Affordable Housing Agreement

Exhibit C - Will Serve Letters

Exhibit D - Architectural Renderings

Exhibit E - Water Quality Monitoring Report

Exhibit F - Phase I Soils Report

Exhibit G - Trailhead Design, a public trails master plan and a construction schedule

Section 14. RECORDATION OF DEVELOPMENT AGREEMENT

No later than ten (10) days after the County enters into this Agreement, the County Clerk shall cause to be recorded, at Developer's expense, an executed copy of this Agreement in the Official Records of the County of Wasatch.

Victory Ranch L.C.

By: Robert M. Larsen

*Robert M. Larsen by
Joseph E. Tesch, his attorney-in-fact*

Robert M. Larsen, Manager

STATE OF UTAH)
)
:SS
COUNTY OF Summit)

The foregoing instrument was acknowledged before me this 13th day of June, 2006, by Joseph E. Tesch, who executed the foregoing instrument in his capacity as the attorney of Developer, a Robert M. Larsen.

Jennifer Gren

NOTARY PUBLIC
Residing at Bountiful Utah

My Commission Expires:

Apr. 3, 2010

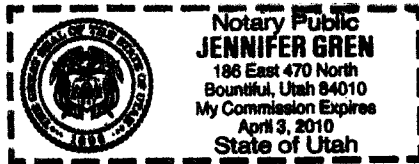


EXHIBIT A

DEVELOPMENT AGREEMENT

[Legal Description of Property]

EXHIBIT B

_____ DEVELOPMENT AGREEMENT

[Affordable Housing Agreement]

EXHIBIT C

DEVELOPMENT AGREEMENT

[Will Serve Letters]

EXHIBIT D

[Architectural Renderings]

DEVELOPMENT AGREEMENT

[Water Quality Monitoring Report]

DEVELOPMENT AGREEMENT

[Phase I Soils Report]

DEVELOPMENT AGREEMENT

[Trailhead Design, a public trails master plan and a construction schedule]

DEVELOPMENT AGREEMENT

[Legal Description of Property]

Exhibit "A"
Victory Ranch, a Master Planned Community
Within Wasatch County, Utah

All that portion of the following described tract of land lying within Wasatch County, Utah, said tract of land being located in the South Half of the Northeast Quarter and the South Half of Section 36 of Township 2 South, Range 5 East, the Southeast Quarter of the Southeast Quarter of Section 30, all of Section 31, the Northwest Quarter and South Half of Section 32, and the South Half of the Southwest Quarter of Section 33 of Township 2 South, Range 6 East, the Northwest Quarter of the Southwest Quarter of Section 3, the West Half of the Northwest Quarter and the South Half of Section 4, all of Sections 5, 6, 7 and 8, the Northeast Quarter of the Northwest Quarter, the West Half of the Northwest Quarter and the West Half of the Southwest Quarter of Section 9, the West Half of the Northwest Quarter and the West Half of the Southwest Quarter of Section 16, all of Section 17 less the Southwest Quarter of the Southwest Quarter of said Section 17, the Northeast Quarter of the Southeast Quarter and the Northeast Quarter of Section 18, the East Half of the Northwest Quarter and the Northeast Quarter of Section 20, and the Northwest Quarter of Section 21, all of Township 3 South, Range 6 East of the Salt Lake Base and Meridian, Wasatch and Summit Counties, State of Utah, described as follows:

BEGINNING AT the Southeast Corner of Section 36, Township 2 South, Range 5 East, Salt Lake Base and Meridian (a marked stone), and running thence along the south boundary of said Section 36 South $89^{\circ}41'24''$ West 2667.78 feet to the South Quarter Corner of said Section 36; thence continuing along said south line South $89^{\circ}41'24''$ West 2667.78 feet to the Southwest Corner of said Section 36 (a marked stone); thence North $00^{\circ}00'15''$ East 1343.89 feet to the southerly right of way line of Wasatch County Route A (Project No. SP-1776); thence along said southerly right of way line the following nine courses: 1) North $72^{\circ}02'14''$ East 261.47 feet to a point 350 feet right of said project centerline opposite Engineer's Station 382+91.64; 2) North $68^{\circ}04'18''$ East 742.22 feet to a point 350 feet right of said centerline opposite Engineer's Station 390+33.86; 3) North $53^{\circ}26'25''$ East 559.28 feet to a point 110 feet right of said centerline opposite Engineer's Station 396+28.52; 4) North $88^{\circ}45'04''$ East 840.93 feet to a point 110 feet right of said centerline opposite Engineer's Station 404+69.45; 5) North $87^{\circ}59'28''$ East 154.31 feet to a point 110 feet right of said centerline opposite Engineer's Station 406+19.45; 6) South $81^{\circ}53'06''$ East 434.46 feet to a point 240 feet right of said centerline opposite Engineer's Station 410+00; 7) North $55^{\circ}47'47''$ East 301.82 feet to a point 160 feet right of said centerline opposite Engineer's Station 412+13.72; 8) North $65^{\circ}07'28''$ East 587.14 feet to a point 160 feet right of said centerline opposite Engineer's Station 418+44.89; and 9) North $25^{\circ}08'52''$ West 110.00 feet to a point 50 feet right of said centerline opposite said Engineer's Station 418+44.89, said point also being 50 feet right of the centerline of US Highway 189 (Project No. S-240) opposite Engineer's Station 254+21.53; thence along the southerly right of way line of said US Highway 189 North $64^{\circ}51'08''$ East 808.08 feet to the west line of the Cahoon property; thence South $00^{\circ}00'59''$ East 158.37 feet to the southwest corner of said Cahoon property; thence North $89^{\circ}59'01''$ East 1056.00 feet to the southeast corner of said Cahoon property and the East Quarter Corner of said Section 36; thence along the east line of said Section 36 North $00^{\circ}00'59''$ West 653.74 feet to the

southerly right of way line of said US Highway 189; thence along said southerly right of way line the following two courses: 1) North $64^{\circ}51'08''$ East 3486.41 feet to a point 50 feet right of said centerline opposite Engineer's Station 309+55.80, said point also being on a 5779.58 feet radius curve to the left; and 2) northeasterly 407.50 feet along the arc of said curve through a central angle of $04^{\circ}02'23''$, said arc having a chord bearing North $62^{\circ}49'57''$ East 407.42 feet to a point on the westerly boundary of the US of A Weber-Provo Diversion Canal property; thence South $14^{\circ}45'05''$ East 127.68 feet to the southwest corner of said US of A property; thence North $75^{\circ}16'55''$ East 250.40 feet to the southeast corner of said US of A property; thence North $09^{\circ}36'55''$ East 253.61 feet along the easterly boundary of said US of A property to a point 50 feet right of said centerline, said point being on the southerly right of way of said US Highway 189; thence along said southerly right of way North $57^{\circ}49'08''$ East 362.39 feet to a point from which the Northeast Corner of Section 31, Township 2 South, Range 6 East (a found marked stone) bears North $89^{\circ}31'17''$ East 1175.69 feet; thence continuing along said southerly right of way line North $57^{\circ}49'08''$ East 207.09 feet to a point on a 2814.79 feet radius curve to the right; thence continuing along said southerly right of way line northeasterly 590.57 feet along the arc of said curve through a central angle of $12^{\circ}01'16''$, said arc having a chord bearing North $63^{\circ}49'46''$ East 589.48 feet to a point on the centerline of a former 3 rod wide County Road; thence along the centerline of said 3 rod road the following eight courses: 1) North $89^{\circ}49'38''$ East 110.01 feet; 2) South $85^{\circ}08'08''$ East 354.56 feet; 3) South $74^{\circ}34'31''$ East 7.85 feet to a point from which said Northeast Corner of said Section 31 bears South $00^{\circ}04'54''$ East 328.64 feet; 4) continuing along said centerline South $74^{\circ}34'31''$ East 243.74 feet; 5) South $72^{\circ}48'56''$ East 326.22 feet; 6) South $87^{\circ}15'19''$ East 86.18 feet; 7) North $73^{\circ}52'51''$ East 291.48 feet; and 8) North $71^{\circ}50'16''$ East 430.06 feet to the westerly line of the Navok property; thence along said Navok property boundaries the following eight courses: 1) South $00^{\circ}07'58''$ West 760.84 feet; 2) South $89^{\circ}52'02''$ East 214.50 feet; 3) South $00^{\circ}07'58''$ West 940.50 feet; 4) North $89^{\circ}52'02''$ West 195.08 feet; 5) South $00^{\circ}12'54''$ East 179.90 feet; 6) North $89^{\circ}51'09''$ East 1332.03 feet; 7) North $00^{\circ}14'23''$ West 165.00 feet; and 8) North $89^{\circ}51'09''$ East 84.71 feet to the southwesterly right of way of Lower River Road, a 3 rod wide County Road; thence along said southwesterly right of way the following eighteen courses: 1) South $25^{\circ}03'13''$ East 285.95 feet to a point on a 774.75 feet radius curve to the left; 2) southeasterly 163.84 feet along the arc of said curve through a central angle of $12^{\circ}06'59''$, said arc having a chord bearing South $31^{\circ}06'43''$ East 163.53 feet; 3) South $37^{\circ}10'12''$ East 96.91 feet to a point on a 725.25 feet radius curve to the right; 4) southeasterly 172.94 feet along the arc of said curve through a central angle of $13^{\circ}39'44''$, said arc having a chord bearing South $30^{\circ}20'20''$ East 172.53 feet; 5) South $23^{\circ}30'28''$ East 389.21 feet to a point on a 275.25 feet radius curve to the right; 6) southerly 65.67 feet along the arc of said curve through a central angle of $13^{\circ}40'11''$, said arc having a chord bearing South $16^{\circ}40'23''$ East 65.51 feet; 7) South $09^{\circ}50'17''$ East 63.23 feet to a point on a 324.75 feet radius curve to the left; 8) southerly 81.27 feet along the arc of said curve through a central angle of $14^{\circ}20'20''$, said arc having a chord bearing South $17^{\circ}00'27''$ East 81.06 feet; 9) South $24^{\circ}10'37''$ East 19.13 feet to a point on a 524.75 feet radius curve to the left; 10) southeasterly 193.98 feet along the arc of said curve through a central angle of $21^{\circ}10'50''$, said arc having a chord bearing South $34^{\circ}46'02''$ East 192.88 feet; 11) South $45^{\circ}21'27''$ East 243.73 feet to a point on a 875.25 feet radius curve to the

right; 12) southeasterly 340.80 feet along the arc of said curve through a central angle of $22^{\circ}18'34''$, said arc having a chord bearing South $34^{\circ}12'10''$ East 338.65 feet; 13) South $23^{\circ}02'53''$ East 65.10 feet to a point on a 575.25 feet radius curve to the right; 14) southerly 127.87 feet along the arc of said curve through a central angle of $12^{\circ}44'11''$, said arc having a chord bearing South $16^{\circ}40'47''$ East 127.61 feet; 15) South $10^{\circ}18'42''$ East 248.15 feet to a point on a 324.75 feet radius curve to the left; 16) southerly 130.63 feet along the arc of said curve through a central angle of $23^{\circ}02'49''$, said arc having a chord bearing South $21^{\circ}50'07''$ East 129.75 feet; 17) South $33^{\circ}21'31''$ East 139.79 feet to a point on a 425.25 feet radius curve to the right; and 18) southeasterly 36.45 feet along the arc of said curve through a central angle of $04^{\circ}54'38''$, said arc having a chord bearing South $30^{\circ}54'12''$ East 36.44 feet the westerly boundary of the Trout River Ranch Subdivision; thence along said westerly boundary South $00^{\circ}15'51''$ East 1510.74 feet to the southwest corner of said Subdivision; thence North $89^{\circ}48'04''$ East 1300.69 feet to the southeast corner of said Subdivision and the Northwest Corner of Section 4, Township 3 South, Range 6 East; thence along the north line of said Section 4 North $89^{\circ}48'04''$ East 1248.55 feet to the southwest corner of a 1.5 rod wide strip of land; thence North $26^{\circ}46'06''$ East 456.27 feet to the southerly right of way line of said Lower River Road; thence along said south line South $63^{\circ}13'54''$ East 24.75 feet to the northeast corner of said 1.5 rod wide strip; thence South $26^{\circ}46'06''$ West 443.68 feet to the southeast corner of said strip and the north line of said Section 4; thence North $89^{\circ}48'04''$ East 57.37 feet to the Northeast Corner of the West Half of the Northwest Quarter (W2NW4) of said Section 4 from which the North Quarter corner of said Section 4 (a found marked stone) bears North $89^{\circ}48'04''$ East 1333.69 feet; thence along the east line of said W2NW4 South $00^{\circ}07'31''$ West 3423.13 feet; thence along a line 34 rods perpendicularly distant northerly of and parallel with the south line of the Northeast Quarter of the Southwest Quarter (NE4SW4) of said Section 4 North $89^{\circ}55'53''$ East 1332.86 feet to the east line of said NE4SW4; thence North $00^{\circ}08'19''$ East 762.10 feet to the Northwest Corner of the Northwest Quarter of the Southeast Quarter (NW4SE4) of said Section 4; thence along the north line of said NW4SE4 North $89^{\circ}53'00''$ East 1143.95 feet to the centerline of the Provo River, said centerline being the Wasatch and Summit County boundary line; thence along the said centerline and said County line the following thirty-one courses: 1) South $40^{\circ}21'20''$ East 72.85 feet; 2) South $42^{\circ}08'57''$ East 110.30 feet; 3) South $36^{\circ}57'47''$ East 108.65 feet; 4) South $24^{\circ}55'01''$ East 104.00 feet; 5) South $50^{\circ}08'50''$ East 91.00 feet; 6) South $78^{\circ}04'35''$ East 113.00 feet; 7) North $79^{\circ}20'35''$ East 84.00 feet; 8) North $78^{\circ}52'41''$ East 106.00 feet; 9) South $80^{\circ}44'56''$ East 116.00 feet; 10) South $72^{\circ}47'42''$ East 144.00 feet; 11) South $70^{\circ}41'41''$ East 159.00 feet; 12) South $64^{\circ}16'53''$ East 98.00 feet; 13) South $56^{\circ}11'40''$ East 121.00 feet; 14) South $53^{\circ}03'20''$ East 128.00 feet; 15) South $45^{\circ}51'39''$ East 96.00 feet; 16) South $38^{\circ}57'48''$ East 131.00 feet; 17) South $47^{\circ}06'24''$ East 93.00 feet; 18) South $41^{\circ}26'12''$ East 132.00 feet; 19) South $42^{\circ}09'52''$ East 125.00 feet; 20) South $73^{\circ}28'01''$ East 95.00 feet; 21) North $85^{\circ}28'07''$ East 81.00 feet; 22) North $62^{\circ}24'31''$ East 65.00 feet; 23) North $49^{\circ}53'18''$ East 82.00 feet; 24) North $45^{\circ}51'21''$ East 92.00 feet; 25) North $66^{\circ}59'31''$ East 77.00 feet; 26) South $80^{\circ}17'57''$ East 80.00 feet; 27) South $58^{\circ}11'40''$ East 94.00 feet; 28) South $42^{\circ}51'22''$ East 126.00 feet; 29) South $57^{\circ}31'43''$ East 111.00 feet; 30) South $58^{\circ}14'14''$ East 178.00 feet; and 31) South $55^{\circ}54'35''$ East 128.56 feet to the north line of Woodland Estates Plat "B" Subdivision; thence along said north line South $89^{\circ}49'16''$ West (South $89^{\circ}52'08''$ West

by plat) 883.25 feet to the centerline of a canal; thence along said canal centerline the following seven courses: 1) North 65°02'54" West 35.03 feet; 2) North 27°35'20" West 81.74 feet; 3) North 54°43'55" West 44.84 feet; 4) South 83°06'58" West 103.86 feet; 5) North 42°48'48" West 96.86 feet; 6) North 13°56'44" East 36.17 feet; and 7) North 48°53'07" West 56.54 feet to the east line of Woodland Estates Plat 3 Subdivision; thence North 00°01'02" East 35.64 feet to the northeast corner of said Woodland Estates Plat 3 Subdivision; thence along the north line of said Subdivision South 89°59'17" West (West by plat) 3.68 feet to a point on the east line of said Section 4, said point being North 00°05'43" West 1612.39 feet from the Southeast Corner of said Section 4 (a found Aluminum Cap); thence continuing along said north line South 89°59'17" West (West by plat) 542.82 feet to the northwest corner of said Woodland Estates Plat 3 Subdivision; thence South 00°01'02" West (South 00°01'45" West by plat) 744.70 feet to the northeast corner of Woodland Estates Plat 4 Subdivision; thence North 73°35'17" West (North 73°34'35" West by plat) 1646.13 feet; thence South 89°59'18" West (West by plat) 320.00 feet; thence South 00°00'42" East (South by plat) 198.00 feet to the southwest corner of said Plat 4; thence South 61°25'27" East (South 61°24'45" East by plat) 2162.17 feet to the southeast corner of said Plat 4 and the southwest corner of said Woodland Estates Plat 3; thence South 61°26'28" East 210.14 feet (South 61°25'45" East 208.89 feet by plat) to a point on the north line of said Section 4, said point being South 89°59'27" West 361.39 feet from the Southeast Corner of said Section 4 (a found Aluminum Cap); thence along the south line of said Section 4 South 89°59'27" West 2301.85 feet to the South Quarter Corner of said Section 4; thence South 00°05'25" West 1335.60 feet to the Southeast Corner of the Northeast Quarter of the Northwest Quarter (NE4NW4) of Section 9, Township 3 South, Range 6 East; thence South 89°55'26" West 1331.17 feet to the Southwest Corner of said NE4NW4; thence South 00°02'12" West 1336.88 feet to the Northeast Corner of the West Half of the Southwest Quarter (W2SW4) of said Section 9; thence South 00°03'58" West 2678.69 feet to the Southeast Corner of said W2SW4, from which the Southwest Corner of said Section 9 (a marked stone) bears North 89°10'20" West 1328.90 feet; thence South 00°07'34" West 2626.33 feet to the Northeast Corner of the West Half of the Southwest Quarter (W2SW4) of Section 16, Township 3 South, Range 6 East, from which the West Quarter Corner of said Section 16 bears North 89°12'57" West 1337.06 feet; thence South 00°02'05" East 2634.56 feet to the Southeast Corner of said W2SW4, from which the Southwest Corner of said Section 16 (a marked stone) bears North 89°40'04" West 1337.74 feet; thence South 89°40'04" East 1337.74 feet to the Northeast Corner of the Northwest Quarter of Section 21, Township 3 South, Range 6 East; thence South 00°04'20" West 2632.13 feet to the Southeast Corner of said Northwest Quarter of Section 21; thence North 89°49'54" West 2670.94 feet to the Southwest Corner of said Northwest Quarter of Section 21, from which the Northwest Corner of said Section 21 (a marked stone) bears North 00°01'33" West 2639.78 feet; thence North 89°30'58" West 2592.22 feet to the Southeast Corner of the Northwest Quarter of Section 20, Township 3 South, Range 6 East; thence continuing North 89°30'58" West 1301.37 feet to the Southwest Corner of the East Half of the Northwest Quarter (E2NW4) of said Section 20; thence North 00°13'38" East 2579.37 feet to the Northwest Corner of said E2NW4, from which the North Quarter Corner of said Section 20 (a marked stone) bears South 88°56'56" East 1311.22 feet, and from which the Northwest Corner of said Section 20 (a marked stone) bears North 88°56'56" West

1311.22 feet; thence North $00^{\circ}31'00''$ West 1341.31 feet to the Southeast Corner of the Northwest Quarter of the Southwest Quarter (NW4SW4) of Section 17, Township 3 South, Range 6 East; thence North $89^{\circ}24'02''$ West 1306.69 feet to the Southwest Corner of said NW4SW4, from which the West Quarter Corner of said Section 17 (a marked stone) bears North $00^{\circ}19'56''$ West 1330.90 feet; thence South $89^{\circ}16'52''$ West 1328.44 feet to the Southwest Corner of the Northeast Quarter of the Southeast Quarter (NE4SE4) of Section 18, Township 3 South, Range 6 East; thence North $00^{\circ}16'17''$ West 1335.16 feet to the Northwest Corner of said NE4SE4; thence South $89^{\circ}27'52''$ West 1327.00 feet to the Southwest Corner of the Northeast Quarter of said Section 18; thence North $00^{\circ}12'39''$ West 2655.01 feet to the North Quarter Corner of said Section 18 (a marked stone); thence South $89^{\circ}40'36''$ West 2635.51 feet to the Closing Corner common to Sections 7 and 18 on the west boundary of Township 3 South, Range 6 East (a marked stone); thence North $00^{\circ}17'22''$ West 2659.54 feet to the Southwest Corner of the Northwest Quarter of said Section 7; thence North $00^{\circ}08'36''$ West 2643.47 feet to the Closing Corner common to Sections 6 and 7 on the west boundary of Township 3 South, Range 6 East; thence North $01^{\circ}21'28''$ West 2644.89 feet to the Southwest Corner of the Northwest Quarter of Section 6; thence North $01^{\circ}10'42''$ West 2649.88 feet to the point of BEGINNING, containing 5667.40 acres in all, of which 5504.7 acres lie within Wasatch County and 162.7 acres lie within Summit County.

Prepared By: John B. Stahl, PLS
 Cornerstone Professional Land Surveys, Inc.
 P.O. Box 901617
 Salt Lake City, Utah 84090
 (801) 495-2360
 (801) 495-2361 fax

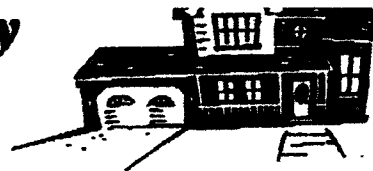
Lots 1-22, Victory Ranch Plat 'A'
 open spaces A and B, common area

OWC-0143, OWC-0186, OWC-0188
 OWC-0189, OWC-0189-1, OWC-0191
 OWC-0190, OWC-0801, OWC-0804,
 OWC-0803, OWC-0810, OWC-0812
 OWC-0813, OWC-0811, OWC-0812-1
 OWC-0812-2, OWC-0812-3, OWC-0813-1
 OWC-0813-2, OWC-0813-3, OWC-0812-4
 OWC-0813-4, OWC-0812-5, OWC-0813-5
 OWC-0813-6

DEVELOPMENT AGREEMENT

[Affordable Housing Agreement]

Wasatch County Housing Authority



August 15, 2005

Ent 303719 Bk 0868 Pg 0468

Doug Smith
Wasatch County Planning
188 South Main Street
Heber City, UT 84032

Re: Affordable Housing Plan – Victory Ranch

Dear Doug,

On behalf of the Wasatch County Housing Authority, it is my understanding that Mr. George Glauser, Managing Partner, is currently requesting approval for the development of Victory Ranch. As explained to me by Mr. Glauser, the property will include 352 ERUs, which equates to 35.2 units dedicated to affordable housing per the Wasatch County Affordable Housing Ordinance.

The intention of Victory Ranch is to pay a fee-in-lieu for each required unit, totaling \$980,000 (\$28,000 per unit x 35 ERUs). Mr. Glauser has agreed to make an initial payment of 20% of the fees due for each Plat at the time of recordation, with the balance of payments prorated and due at the time of settlement of each lot sold. For example, Phase 1A is currently planned for 53 lots, equaling 5 affordable housing units at \$28,000 each. A payment of 20% of the total due for Phase 1A (29,680) will be made upon recordation, with \$2,240 due upon sale of each of the 53 lots.

In order to ensure payment is made on each lot, the Wasatch County Housing Authority requests that Victory Ranch record a deed restriction on each lot. Upon payment of each lot amount, a release of restriction will be issued to and recorded by the developer. In addition, the Housing Authority requests that Victory Ranch prepare an Affordable Housing Plan for the development, outlining each plat and its corresponding payment schedule, which is to be recorded with the plat at the County Recorder's office.

Pending approval of said Plan, the Wasatch County Housing Authority recommends approval of the Victory Ranch development. If you have any questions, please contact me.

Sincerely,

A handwritten signature in cursive script that reads "Jennifer Kohler".

Jennifer Kohler
Wasatch County Housing Authority



June 21, 2006

Jennifer Kohler
 Wasatch County Housing Authority
 P.O. Box 427
 Heber City, Utah 84032

Dear Jennifer:

Today, we delivered a check to your office in the amount of \$12,880.00. As per your August 15, 2005 letter, this payment is made to allow the plat for Victory Ranch Phase 1A to be recorded. Phase 1A consists of 23 lots.

The calculation of the \$12,880.00 was calculated in the following manner:

- 23 lots equates to 2.3* affordable housing units.
- 2.3 affordable housing units times \$28,000 per unit equates to \$64,400.00.
- \$64,400.00 (total due for Phase 1A*) times 20% equates to \$12,880.00.
- * We may be paying for additional affordable housing units in the amount of .3 units, due to non-rounding of units. If this is the case, we would like to discuss a reduction of upfront fees on the Phase 1B plat.

The closing documents with Coalition Title in Park City include a fee of \$2,240.00 for all 23 lots in Phase 1A, which will be paid to you at time of closing.

If you have any questions relative to this matter, please call.

Sincerely,
JEFF GRAHAM
 Jeff Graham
 Director of Development

cc. Doug Smith

DEVELOPMENT AGREEMENT

[Will Serve Letters]

JORDANELLE SPECIAL SERVICE DISTRICT

P.O. Box 519
10420 North Jordanelle Blvd. Ste. A
Heber City, Utah 84032

Telephone: (435) 940-9515
Facsimile: (435) 940-9632

April 18, 2001

Al Mickelson
Wasatch County Planner
25 North Main Street
Heber City, Utah 84032

via fax no. (435) 654-5116

Re: Commitment to service the Victory Ranch property in the Jordanelle Special Service District.

Dear Al:

As you are aware, the Victory Ranch property owned by Bob Larson is within the boundaries of the Jordanelle Special Service District. The District has always planned to provide water and wastewater service to the Victory Ranch. The feasibility studies for water and sewer service for this parcel were completed more than a year ago. The design has been further refined by both the District engineers, and the developer's engineer. The improvements will be paid for by the developer. The District will approve the design, inspect the construction, and acquire the facilities prior to delivery of service.

Sewer treatment service will be provided in the Jordanelle Wastewater Treatment Plant at Tuhaye Ranch. The collection system, pump stations, piping and associated improvements will be owned and operated by the District.

Culinary and irrigation water service will be provided by a series of wells, storage tanks and pump stations. Again, all the infrastructure necessary to provide culinary water will be owned and operated by the District. In addition, we will require the developer to deed a site for a future water treatment plant near the Provo River, just in case the need for such a facility should arise in the future.

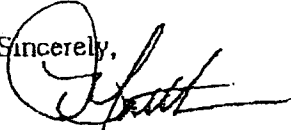
Water rights necessary to service the Victory Ranch will be deeded by the developer to the District. We have reviewed the developer's water rights, and believe them to be sufficient to provide the water necessary for the proposed development. The foregoing notwithstanding, the District has additional water rights available for reservation should the developer's own water

rights be short in any way.

The District is thus in a position to commit to fully provide for the water and wastewater requirements of the proposed development.

If you have any questions or concerns, please do not hesitate to give me a call.

Sincerely,

A handwritten signature in black ink, appearing to read "Dan H. Matthews", written over the word "Sincerely,".

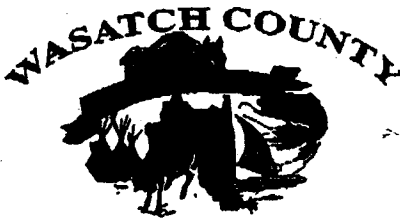
Dan H. Matthews, manager
Jordanelle Special Service District

DHM/

cc: Dale Berg

EXHIBIT C

COUNTY MANAGER
Michael K. Davis



COUNTY COUNCIL
Neil G. Anderton
Kipp Bangert
Kendall Crittenden
Val Draper
Steve Farrell
Michael L. Kohler
Jay Price

Ent 303719 Bk 0868 Pg 0473

June 3, 2005

Re: Refuse collection service Victory Ranch Subdivision.

To Whom It May Concern:

Wasatch County Solid Waste Disposal District currently collects refuse along State Road 32 from Highway 40 to Noblets area. Service to the new subdivision, Victory Ranch Subdivision will be available as front load containers placed in areas throughout the private subdivision. Property liability release must be provided.

All residents of Wasatch County are required to have collection service. A setup fee must be paid at the time a building permit is issued.

If you have any further questions, please call (435) 654-1661 ext. 3275.

Sincerely,

Valorie Cummings
Wasatch County Solid Waste Disposal District

ASSESSOR
Glen C. Burgener

ATTORNEY
Thomas L. Low

CLERK/AUDITOR
Brent F. Tilcomb

RECORDER
Elizabeth M. Palmer

SHERIFF
Ken Van Wagoner

SURVEYOR
James Kalberman

TREASURER
Carolyn Wall-Kelly

JUSTICE COURT JUDGE
Michael Spanos

Wasatch County Fire District

25 North Main Street

Heber City, Utah 84032

Phone: 435-940-9636

Fax: 435-940-9635

June 7, 2005

Victory Ranches
Dale Berg

Ent 303719 Bk 0868 Pg 0474

Re: Larson Property

Phone:

Fax:

To Whom It May Concern:

I/We CRAIG LANGER, the undersigned, by my/our signature, agree that I/we will comply with all the codes and standards of the Wasatch County Fire District and the Wasatch County Code and ordinances which apply to the VICTORY RANCH CLUTS subdivision.

[Signature]
ITS MANAGING PARTNER

The Wasatch County Fire District will furnish fire protection to this area only when the infrastructure of the subject subdivision has been completed in accordance with the International Fire Code and all other Wasatch County ordinances adopted to date.

No construction of any structure will be permitted until all the requirements of the International Fire Code Edition 2003 have been met.

Fire Flow Requirements

Fire-Flow Requirements for buildings shall be based upon Appendix B of the International Fire Code which states: The minimum fire flow requirements for one and two family dwellings having a fire area which does not exceed 3,600 square feet shall be 1,000 gallons per minute. Fire flow for dwellings having a fire area in excess of 3,600 square feet shall not be less than that specified in Table B105.1 (located on page 372 of the International Fire Code). Sprinklers will be required on all structures throughout the project.

Placement of Fire Hydrants

Fire hydrant placement shall be as per International Fire Code Appendix C.

Emergency Access Roads

Emergency Access Roads need to be looked at on the property. Appendix D of the International Fire Code addresses these issues.

Developer Agreement from Density Determination

According to the developer and his representative, when density was given in August of 2001, the owner agreed to construct and pay for a fire station to serve the fire protection and suppression needs of the Victory Ranch area. The building of the Fire Station at Victory Ranches will mitigate the O & M charges from the Jordanelle Station. At plat recording of the first phase of the Victory Ranches project the O & M charges will begin to be charged to the property owners in Victory Ranches at \$12.15 per ERU.

Dated this 8 day of June, 2005.

Wasatch County Fire District

Ernie J Miller

RECEIVED

JUN 13 2006

WASATCH COUNTY
PLANNING DEPARTMENT



6280 N. SILVER CREEK DR.

PO BOX 1508 PARK CITY, UTAH 84060

June 7, 2006

(435) 655-7813

Wasatch County
Community Development
Attn: Doug Smith
25 North Main St.
Heber City, Utah 84032

Ent 303719 Bk 0868 Pg 0476

Re: Availability of Utilities for Victory Ranch – Highway 32 by Rockcliff State Park

This is to verify that PacifiCorp d.b.a. UTAH POWER:

- 1) Has sufficient capacity at the present time to provide, single and three phase power to the above titled development / project.
- 2) I will review the development plans, when they're submitted by:
Victory Ranch LC. Developer(s).
Electric service will be provided under the prevailing "Rates and Regulations", as filed with the "Public Utilities Commission of Utah".
- 3) Adequate rights-of-way or easements either presently exists or will be provided by the developer to supply the requested services(s).

Sincerely,

R. Duane Layton
Journeyman Estimator
(435) 655-7813

Cc: job file

Jeff Graham @ Victory Ranch LC faxed to (435) 649-0607

PacifiCorp - Utah Power

February 28, 2001

Wasatch County / Community Development
25 North Main
Heber City, Utah 84032

Re: Availability of Utilities: Victory Ranch - Hwy 32 - by Rockcliff State Park

To Whom It May Concern:

We hereby propose that in accordance with Electric Service Regulations for electric service in the State of Utah under the Public Service Commission, Utah Power is prepared to provide service to your development should a "Future Developer" desire same and pay the costs of construction of facilities needed to make service available at the site.

We do not at the present time have facilities available to provide service to homes from our existing lines, however we can provide the capacity through installation and or upgrade of any necessary transmission and or distribution facilities.

Should you proceed with the project, please let me know your requirements as soon as possible so the engineering and construction can be accomplished in time to meet your schedule. We may need to have the costs for engineering paid in advance for the design of facilities.

- 1) I have reviewed preliminary site development plans. Utah Power has building clearances that must be maintained from any transmission lines that may bisect the project. It is the customer / developers responsibility to contact the Power Company before design or construction.
- 2) Electric service will be provided under the prevailing rates and regulations, as filed with the Public Utilities Commission of Utah.
- 3) Adequate easements (front lot line only - 10' minimum will need to be provided by the developer.

Have a standard - Everyday!

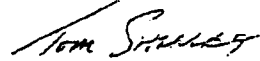
February 28, 2001

Page 2

We will require the following to complete the design for the customer:

- 1) Customer to make application / 800-367-8490.
- 2) Provide load information (contact me if you need form).
- 3) Provide County approved site plan in AutoCad 14 format and one hard copy for project. Necessary easements will be required.
- 4) There will be monies involved.

Sincerely,



Tom Shirley
marion.shirley@pacificorp.com
Journeyman Estimator
435-655-7812, 435-655-7830 (fax)

cc: File

QUESTAR

Questar Gas Company
167 West Center Street
P.O. Box 39
Heber, UT 84032-0039

Ent 303719 & 0068 Pg 0479

March 5, 2001

Sewby & Berg Consultants
Attn: Dale R. Berg
270 E 300 N
Heber City UT 84032

RE: Victory Ranch

To Whom It May Concern:

Questar Gas Company is presently accepting applications for commercial and residential gas use renderable under the Company's firm rate schedule. Availability of gas and acceptance of applications are subject to the Questar Gas Tariff, on file with the Public Service Commission of the State of Utah, as the same may be amended from time to time.

Your application specifying the exact requirements for the above referenced project will be considered according to the applicable tariffs in the "Conditions of Service", a section of the Utah Natural Gas Tariff.

We are delighted that you are considering natural gas for your development and look forward to serving your energy needs. If I can be of further assistance or answer any questions you may have, please don't hesitate to call me.

Sincerely,



Craig J. Sargent
Construction Specialist
435-654-6187

Official Natural Gas Supplier to the
2002 Olympic Winter Games





All West

Ent 303719 Bk 0868 Pg 0480

March 2, 2001

Wasatch County Planning Dept.
25 North Main St.
Heber City, Utah 84032

RE: Victory Ranch

Dear Gentlemen:

All West Communications will be able to provide all communications services to the Victory Ranch Resort located on State Road 32, between Jordanelle Reservoir and Francis

Sincerely,

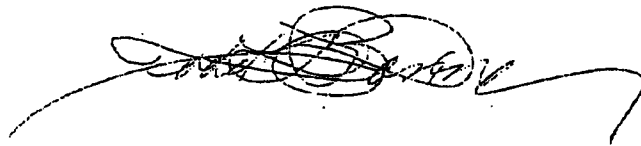
Jack Walkenhorst
Engineer/All West Communications

WASATCH COUNTY SHERIFF'S OFFICE

Ken Van Wagouer
1361 South Hwy. 40
Heber City, Utah 84032
435-654-1098
(435) 657-3580 Fax

TO: Wasatch County Planning Office
FROM: Sheriff Ken Van Wagouer
REF: Will-Serve Letter
DATE: June 3, 2005

Please accept this correspondence as our official declaration that the Wasatch County Sheriff's Office will serve **The Victory Ranch Club**. This development, as with any in Wasatch County, will receive all of the services we have to offer to all who are in Wasatch County. The Wasatch County Sheriff's Office will provide the same standard of law enforcement as we do all the residents of Wasatch County.



Wasatch County School District

District School Board

Helen Robinson, President

Claudia Bradshaw

Alan Bluth

Ann Marie Horner

Robert Salazar

Superintendent of Schools

Terry E. Shoemaker

Business Administrator

Keith Jehansen

June 6, 2005

Victory Ranch Development
c/o Sowby & Berg Consultants
270 East 300 North
Heber City, UT 84032

Dear Victory Ranch Developers:

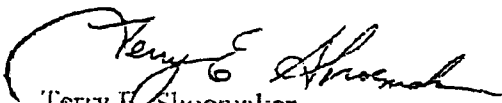
I am responding to your request for a "will serve" letter for the development "Victory Ranch", a future development located near the Jordanelle State Park in Wasatch County. At this time, we are able to indicate that we will serve future residents of this area through our existing public school system. Transportation to schools for students from that area will be provided by Wasatch County School District as required under state law and school district policy.

We are aware that space for school sites is being considered by Wasatch County. If the sites come to fulfillment, we will be able to serve the needs of students in that area as growth requires.

We are attaching "Requirements for Bus Route Approval" for your information.

Thank you for your notification on this project.

Sincerely,



Terry E. Shoemaker
Superintendent of Schools

Attachment

- C Helen Robinson, School Board President
- Kris Allen, School Transportation Supervisor

WASATCH COUNTY SCHOOL DISTRICT

101 East 200 North, Heber City, UT 84032 www.wasatch.edu 435-654-0280 Fax: 435-654-4714

• REQUIREMENTS FOR BUS ROUTE APPROVAL

Transportation will be over routes proposed by the local boards of education and approved by the State Office of Education. These routes shall traverse the most direct public route. Utah Department of Transportation approves all railroad crossings. The following is some criteria used in approving bus routes.

1. The minimum number of regular students that is necessary before a route can be established is 10. This is a guaranteed 10 riders each day.
2. Buses will be routed the most efficient way, the minimum distance between stops should be .3 of a mile in safe areas assigned by the school district.
3. Students will be expected to walk to bus stops up to one and one-half mile from their home.
4. Whenever a bus route is extended to pick up additional children, the extra cost and time will be analyzed. Routes generally will not be approved if payment of equitable transportation allowances or subsistence allowances will accomplish the needed transportation at lower cost. The route shall be reasonably cost-effective to other feasible alternatives.
5. A bus route may follow only public roads that are constructed and maintained at such standards that the condition of the road will not subject the passengers or the bus to undue hazards and will not subject the school district or any of its employees to liability for injury or property damage.
6. It is the practice of the school district to follow the Standards for Utah School Buses and Operations as established by the State Office of Education.

M E M O R A N D U M

To: Whom it may concern
From: Tracy Richardson, Wasatch County Health Department
Subject: Victory Ranch Property
Date: June 3, 2005

The Wasatch County Health Department has received a "Will Serve" letter from Jordanelle Special Service District dated April 18, 2001 indicating that the District will "commit to fully provide for the water and wastewater requirements of the proposed development".

Therefore, the Health Department will give preliminary approval for the project Victory Ranch Club.



RECEIVED
JUN 13 2006
WASATCH COUNTY
PLANNING DEPARTMENT

6280 N. SILVER CREEK DR. PO BOX 1508 PARK CITY, UTAH 84060 June 7, 2006
(435) 655-7813

**Wasatch County
Community Development
Attn: Doug Smith
25 North Main St.
Heber City, Utah 84032**

Ent 303719 Bk 0868 Pg 0485

Re: Availability of Utilities for Victory Ranch – Highway 32 by Rockcliff State Park

This is to verify that PacifiCorp d.b.a. UTAH POWER:

- 1) Has sufficient capacity at the present time to provide, single and three phase power to the above titled development / project.
- 2) I will review the development plans, when they're submitted by:
Victory Ranch LC. Developer(s).
Electric service will be provided under the prevailing "Rates and Regulations", as filed with the "Public Utilities Commission of Utah".
- 3) Adequate rights-of-way or easements either presently exists or will be provided by the developer to supply the requested services(s).

Sincerely,

R. Duane Layton
Journeyman Estimator
(435) 655-7813

Cc: job file

Jeff Graham @ Victory Ranch LC faxed to (435) 649-0607

EXHIBIT D

Ent 303719 Bk 0868 Pg 0486

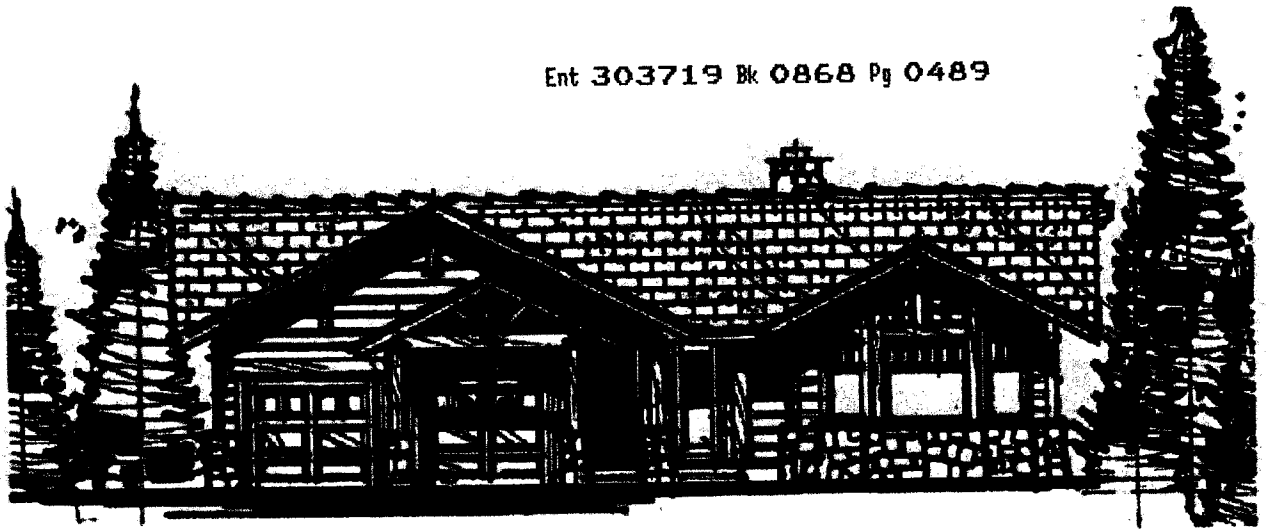
[Architectural Renderings]

Ent 303719 Bk 0868 Pg 0487

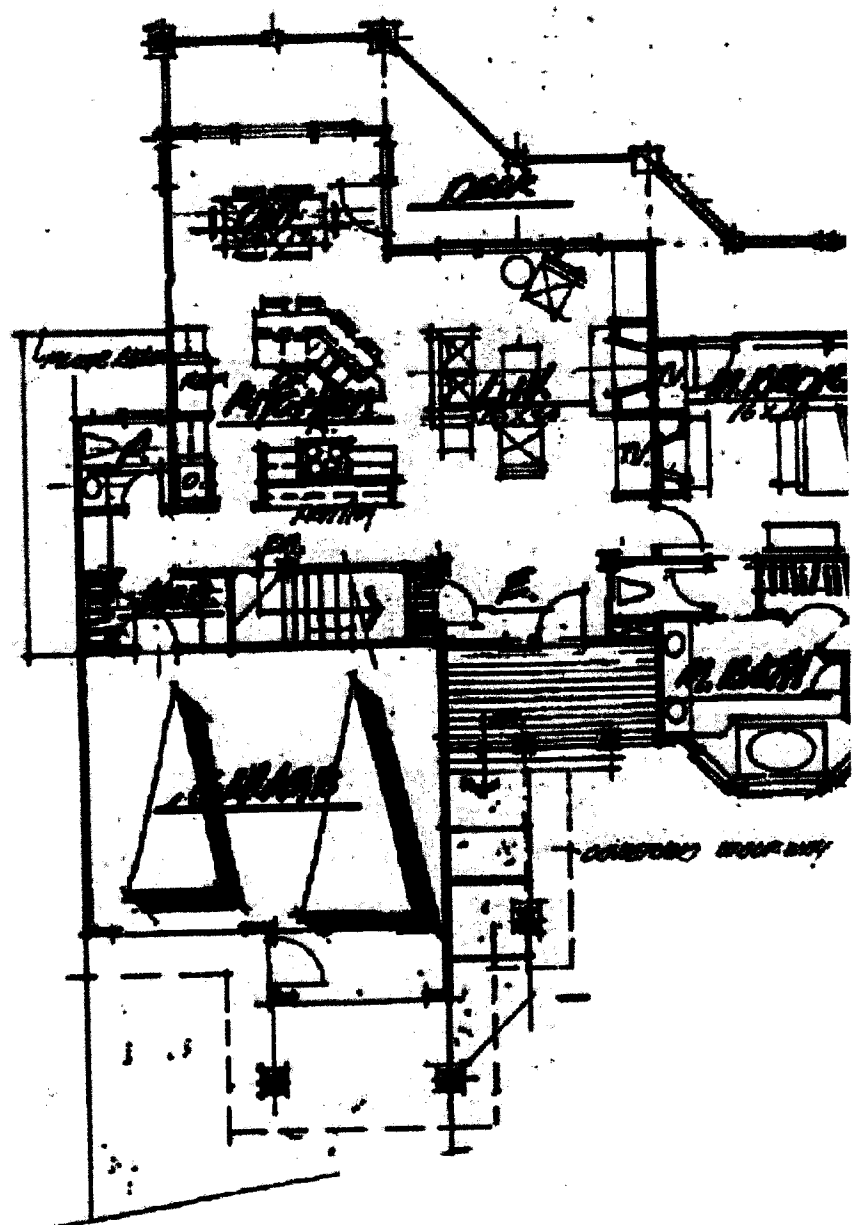


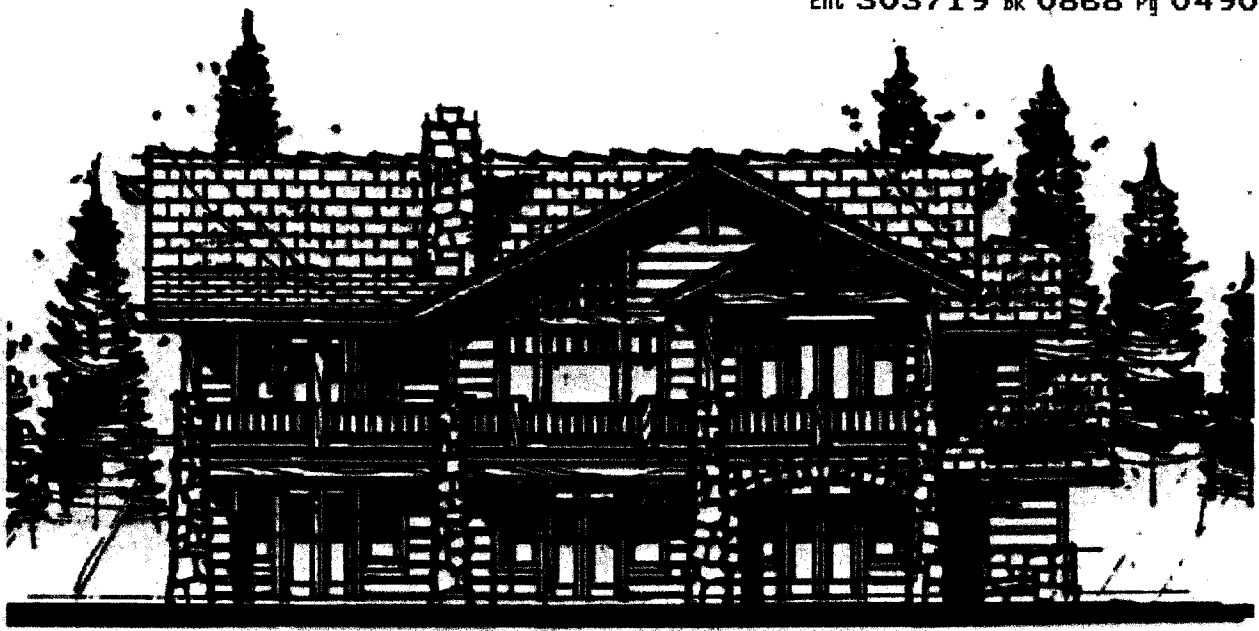


Ent 303719 Bk 0868 Pg 0489

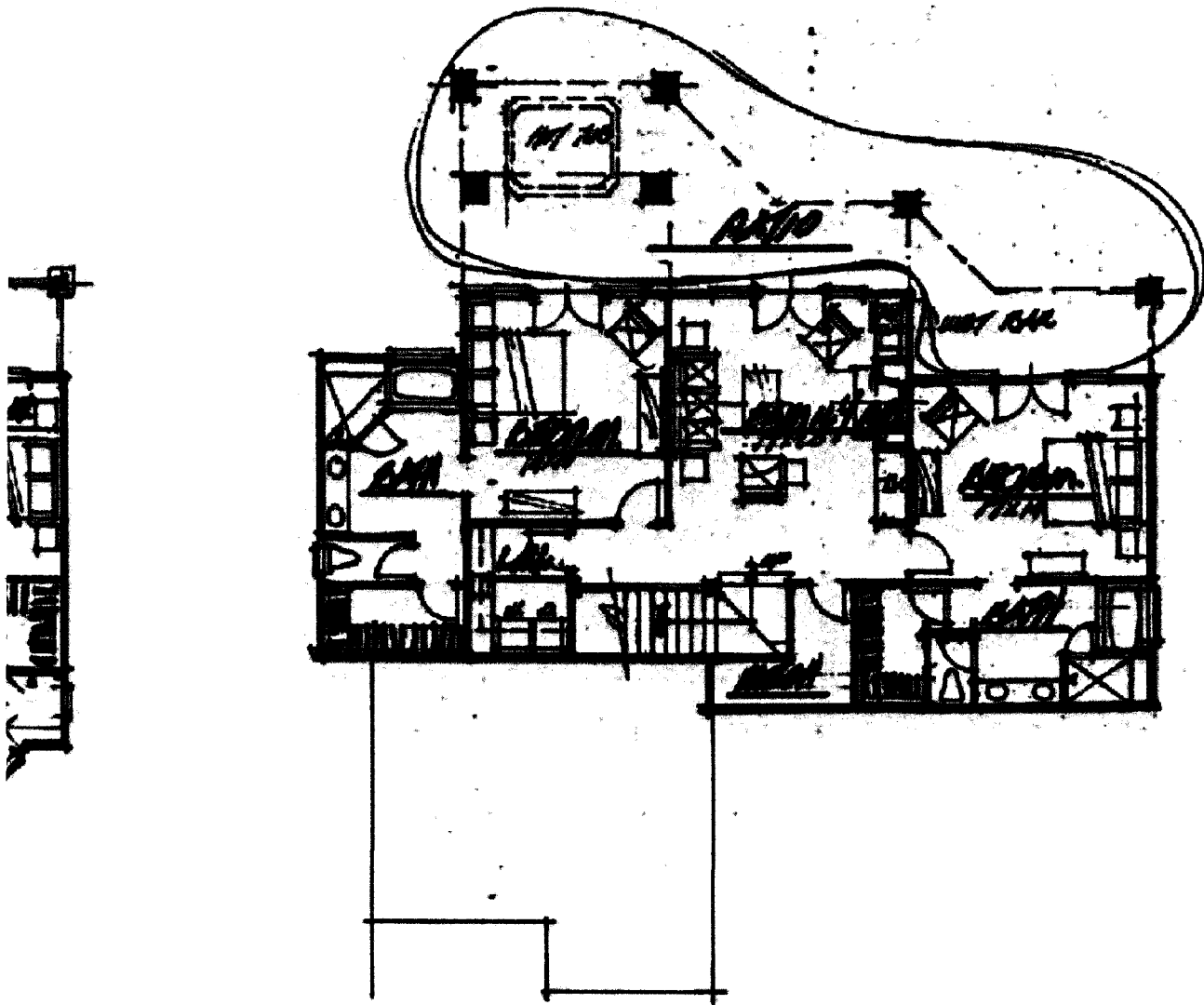


GOLF CABIN FRONT ELEVATION 1/16"=1'-0"





GOLF CABIN BACK ELEVATION 1/16"=1'-0"



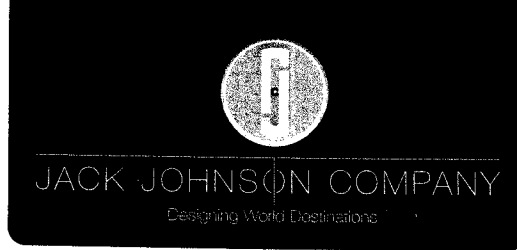
GOLF CABIN ARCHITECTURE

EXHIBIT E

Ent 303719 Bk 0868 Pg 0491

DEVELOPMENT AGREEMENT

[Water Quality Monitoring Report]



Ent 303719 Bk 0868 Pg 0492

VICTORY RANCH Water Quality Monitoring

April 28, 2006

Because of the proximity of the project to the Provo River, the following water quality monitoring plan is being provided:

1. Monitoring

In addition to implementing Best Management Practices (BMPs), it is proposed that surface water monitoring will be performed at pre-selected locations as shown on Figures 1 and 2.

The purpose of this monitoring will be to assess the effectiveness of BMPs being used, both during and after construction.

The proposed monitoring plan is described below.

2. Monitoring During Construction

During the construction phase of the project, sampling and testing will occur at specific points to be selected prior to the beginning of construction activities. Sampling will take place twice a month during the months of March, April, May and June, then once a month during the months of July, August, September, October and November.

The testing will be performed using portable field sampling and testing equipment and following standard QA/QC procedures as recommended by the manufacturer of the testing equipment.

Some preliminary turbidity and phosphorus data will be collected prior to the beginning of construction activities at the proposed sampling points to establish a baseline.

The turbidity monitoring will provide an indication of the levels of solids present in the receiving water. Since an increased sediment inflow to the receiving water would likely also cause an increase in solids, and therefore turbidity, the turbidity monitoring will assist in helping to assess the effectiveness of the BMPs being used during the construction phase. This monitoring will also allow for any potential problems with the BMPs to be detected early on so that appropriate corrective measures can be taken.

3. Monitoring After Construction

A minimum of three locations will be selected to monitor the quality of storm water runoff for a minimum of two years after construction activities have been completed or until the site is stabilized and sample results show pre-disturbed conditions.

In-Person · 1777 Sun Peak Drive · Park City · Utah 84098 | Telephone · 435.645.9000 · Facsimile · 435.649.1620

Digital · www.jackjohnson.com



The purpose of this monitoring will be to assess the effectiveness of storm water quality management BMPs implemented on this project, particularly as it relates to phosphorus.

Samples will be collected and sent to a laboratory to be analyzed for the parameters included in Table A below.

Table A
WATER QUALITY MONITORING PARAMETERS

CONVENTIONAL	
Total Suspended Solids (TSS)	Water Temperature
Total Dissolved Solids (TDS)	pH
Total Organic Carbon (TOC)	Total Oil and Grease
Chemical Oxygen Demand (COD)	
NUTRIENTS	
Total Kjeldahl Nitrogen (TKN)	
Nitrate + Nitrite (NO ₂ +NO ₃)	
Ammonia (NH ₃ - N)	
Total and Soluble Phosphorus	
Orthophosphate (PO ₄ - P)	

4. **Sampling and Analysis Protocols**

Surface water samples will be collected from a minimum of three stations with samples collected twice a month during the months of March, April, May and June, then once a month during the months of July, August, October and November. Sampling will include all sites as long as they are assessable. If there is no flow at a site it will be identified as such. Victory Ranch will submit these test results to Wasatch County in an annual water quality report. The report will identify any problems or high levels of the monitoring parameters, as well as any mitigation measures employed to control the problems.

The sampling locations and methods will be selected to support the project objectives and help determine the phosphorus effluent quality achievable by the treatment train implemented and the ultimate levels of phosphorus in the storm water discharge. The method of collection shall require the approval from the Wasatch County Engineer. Additional chemical analytical data will be used to provide data for the National Stormwater Best Management Practices (BMP) Database.

The following Table B presents recommended analytical methods and reasonable reporting limits for the proposed list of parameters.



**Table B
RECOMMENDED ANALYTICAL METHODS,
AND REASONABLE REPORTING LIMITS**

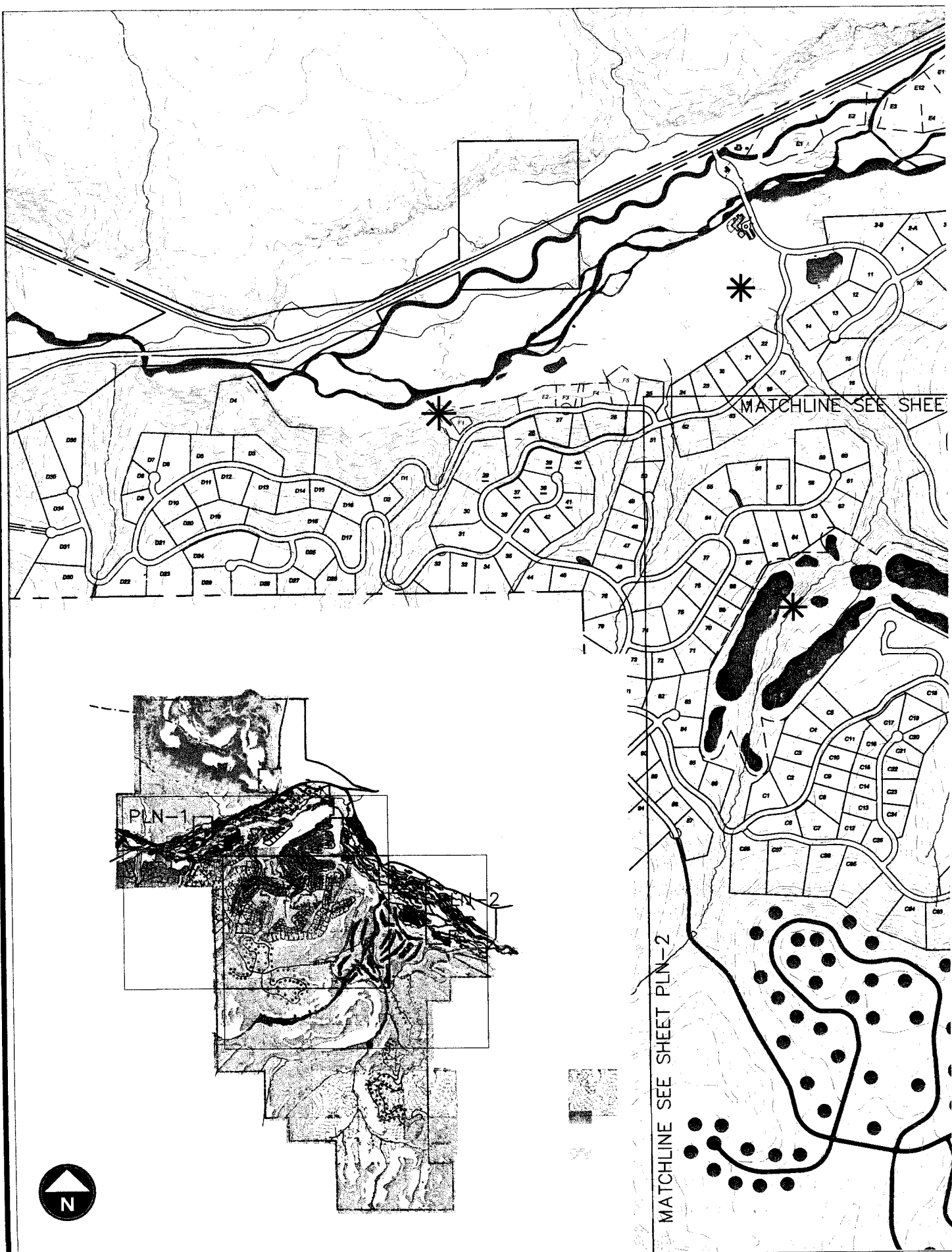
Parameter	Analytical Method ¹	Reporting Limit (mg/L)
Conventional Parameters		
Total Suspended Solids (TSS)	160.2	5.0
Total Dissolved Solids (TDS)	160.1	10.0
Total Organic Carbon (TOC)	415.1	1.0
Chemical Oxygen Demand (COD)	Hach 8000	10
Water Temperature (Temp)	Instrumentation	Deg C
pH	Instrumentation	pH units
Total Oil and Grease	1664A	3.0
Nutrients		
Total Kjeldahl Nitrogen (TKN)	351.2	0.1
Nitrate + Nitrite (NO ₂ +NO ₃)	353.2	0.1
Ammonia (NH ₃ - N)	350.1	0.05
Total and Dissolved (Soluble) Phosphorus	365.1	0.04
Orthophosphate (PO ₄ - P)	365.1	0.04

¹ Analytical methods from 'Methods for Chemical Analysis of Water and Wastes', EPA-600/4-79-020, 1983. Alternative equivalent methods may be used.

The analytical methods proposed cover the determination of specified forms of phosphorus, and are based on reactions that are specific for the orthophosphate ion. In addition to orthophosphates, the most common forms of phosphorus reported as total phosphorus are polyphosphates and organic phosphates. The preparation procedures to report total phosphorus are more rigorous so that the polyphosphates and organic phosphates will also be digested during preparation and reported as part of the total phosphorus value. Samples will be collected and analyzed to report both total (or total recoverable) and total dissolved phosphorus and orthophosphate. Insoluble forms of phosphorus are then determined by calculation.

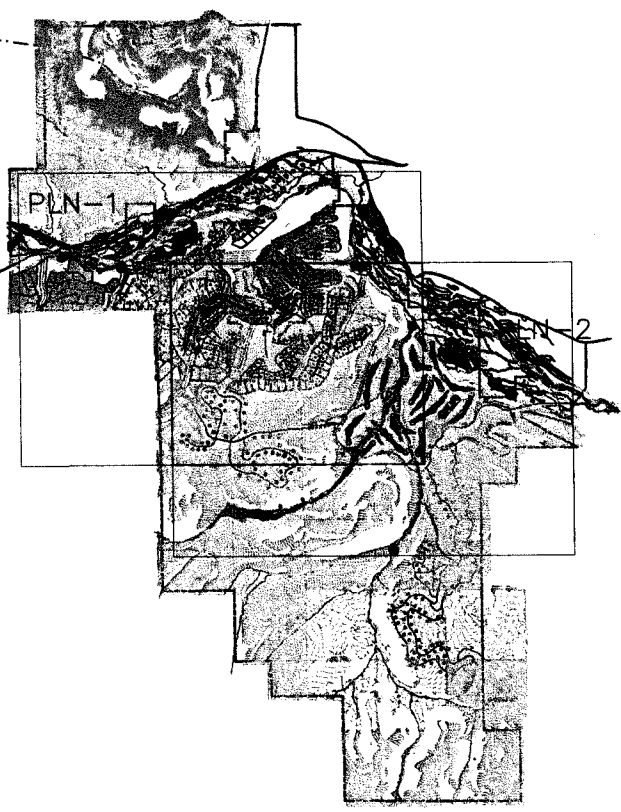
Several parameters, temperature, pH, specific conductance, and TDS, may be measured using automated instrumentation. Due to the potential for some physical and chemical change occurring over time, it is advisable, wherever possible, to obtain these measurements directly in the field.

Quality Assurance/Quality Control (QA/QC) standard operating procedures will be established, followed, and maintained for the handling, management, analyzing, and reporting of the analytical results. Use of QA/QC procedures will sustain the integrity of the monitoring data.



MATCHLINE SEE SHEE

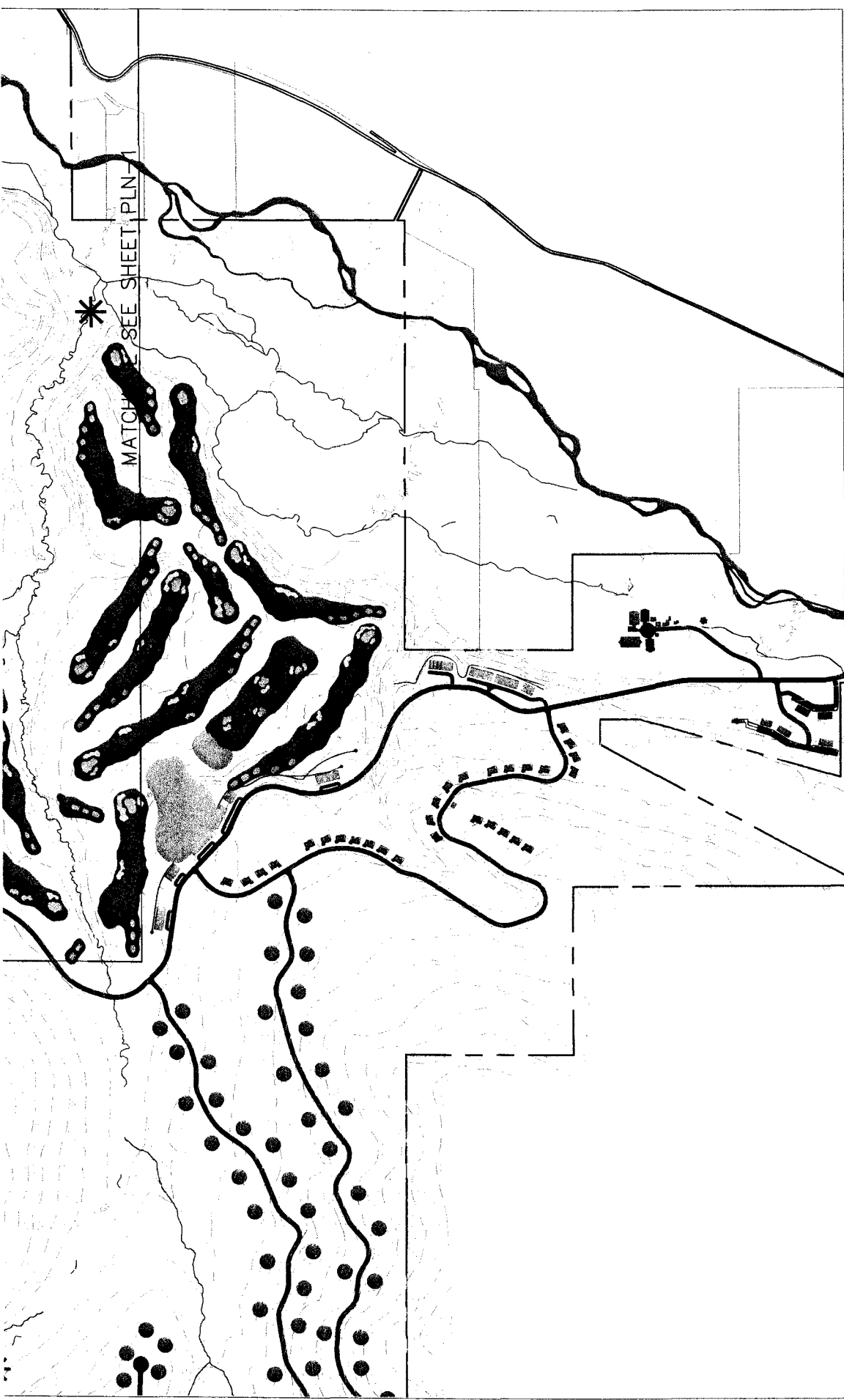
MATCHLINE SEE SHEET PLN-2




PLN-1

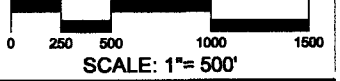






-  DETENTION BASIN
-  SAMPLING POINT

NOTE:
The access road that connects Victory Ranch Club to Lower River Road will be for emergency access only. This road will be gated at the east end of development in Victory Ranch Club and near Lower River Road to prevent the public or Victory Ranch Club residents from accessing Lower River Road.



JACK JOHNSON COMPANY
Designing World Destinations
In-Person - 1777 Sun Peak Drive - Park City - Utah 84098
Telephone - 435.845.8000 - Facsimile - 435.845.1830
www.jackjohnson.com

SOWBY & BERG CONSULTANTS
270 E. 300 N. HEBER CITY, UT 84032 (435) 854-0250

DATE:	09 FEBRUARY 2008
DESIGNED BY:	COLE
DRAWN BY:	COLE
REVIEWED BY:	
PROJECT:	880.0006.00
ISSUE:	PRELIMINARY PLAN

REVISIONS

VICTORY RANCH L.C.
VICTORY RANCH CLUB
PHASE 1

WATER QUALITY MONITORING EXHIBIT | **FIGURE-2**

path: S:\WP\Victory Ranch\Planning\Engineering\02_048864
file name: WATER QUALITY MONITORING EXHIBIT.dwg | plot date: April 17, 2008 | plotted by: JH

Ent 303719 Bk 0868 Pg 0499

6855 Vista Grande Drive
Salt Lake City, Utah 84121

801.580.9692
Fax: 801.947.1639
www.desertroseenv.com

June 22, 2006

Al Mickelson
Wasatch County Planning Office
188 South Main
Heber, UT 84032

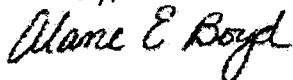
RE: Victory Ranch Water Quality Monitoring Plan and Victory Ranch Club Conditional Use Permit Submittal

Dear Al,

I have had a chance to complete a review of the updated Water Quality Monitoring Plan for Victory Ranch as well as the Storm Water Pollution Prevention Plan for the UPDES Permit. All of my concerns have been addressed at this time.

If you should have any questions please feel free to give me a call.

Sincerely,



Alane E. Boyd, P.E.

Cc: Doug Smith, Wasatch County
Dave Wham, Division of Water Quality
Ray Loveless, Mountainlands Association of Governments

EXHIBIT F

DEVELOPMENT AGREEMENT

[Phase I Soils Report]



EXHIBIT F
Earthtec Testing & Engineering, P.C.

133 North 1330 West
Orem, Utah - 84057
Phone (801) 225-5711
Fax (801) 225-3363

1596 W. 2650 S. #108
Ogden, Utah - 84401
Phone (801) 399-9516
Fax (801) 399-9842

Ent 303719 Bk 0868 Pg 0501

**GEOTECHNICAL STUDY
VICTORY RANCH CLUB
WASATCH COUNTY, UTAH**

Prepared By:



133 North 1330 West
Orem, Utah 84057

(801) 225-5711

Job No. 051131

Prepared for:

Victory Ranch Partners I, LLC
2200 Park Avenue, Bldg. B.
Park City, Utah 84060

June 8, 2005

Earthtec

Professional Engineering Services - Geotechnical Engineering - Drilling Services - Construction Materials Inspection / Testing - Non-Destructive Examination - Failure Analysis
ICBO - ACI - AWS

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1.0 INTRODUCTION

This report presents the results of a geotechnical study for a proposed residential subdivision to be located off State Road 32, near the town of Francis, in Summit County, Utah. The general location of the site is shown on Figure No. 1, *Vicinity Map*, at the end of this report.

The purposes of this study were to 1) evaluate the subsurface soil conditions at the site, 2) assess the engineering characteristics of the subsurface soils, and 3) to provide geotechnical recommendations for general site grading and the design and construction of foundations, concrete floor slabs, miscellaneous concrete flatwork, and pavement design. The scope of work completed for this study included field reconnaissance, subsurface investigation, field and laboratory soil testing, engineering analysis, and the preparation of this report.

2.0 CONCLUSIONS

The following is a brief summary of our findings and conclusions:

1. Surface soils at the site consisted of up to 36 inches of clay topsoil with varying amounts of gravel. Below the topsoil we encountered Fat Clay (CH), Lean Clay (CL), Silty Clay (CL-ML), and Gravel (GM, GP) soils extending to the maximum depths explored of about 9 to 22 feet below the existing grade.
2. Groundwater was encountered at the surface near test hole TH-2 to a depth of about 10½ feet in test hole TH-3. Floor slabs should be kept at least 3 feet above the groundwater level.
3. Conventional strip and spread footings may be used to support proposed residences. To minimize settlement and swell potential to influence foundations we recommend that footings bear entirely on undisturbed uniform native gravel soils, or entirely on a minimum 24 inches of properly placed structural fill. A maximum bearing capacity of 1,800 psf may be used for design of the footings.
4. For bridge foundations, conventional drilled piers or driven piles may be used. Dense gravel soils were encountered at the test hole locations near the proposed bridge sites. Driven piles may have difficulty penetrating these soils. Drilled

piers may require casing to facilitate construction. More details regarding foundation design can be found in Section 10.0 of this report.

3.0 PROPOSED CONSTRUCTION

It is our understanding that the proposed development will include single family residences, asphalt paved residential streets, and three bridges (two crossing the Provo River, and one crossing the Provo-Weber Canal). We estimate that foundation loads for the proposed residences will not exceed 3 kips per linear foot for bearing walls and 200 pounds per square foot for floor slabs. For bridges we anticipate single spans, with loads not to exceed 800 kips. If structural loads will be greater our office should be notified so that we may review our recommendations and, if necessary, make modifications.

In addition to the structures described above, we anticipate that development will include constructing utilities to service the proposed residences, and that exterior concrete flatwork will be placed in the form of curb, gutter, and sidewalks.

4.0 GENERAL SITE DESCRIPTION

At the time of our field exploration, the project site was a ranch and range land. The Provo River and Provo-Weber Canal flow through the site. Vegetation consisted of weeds and sage brush. We observed an old barn on the site. Site grade generally sloped downward toward the Provo River, but varied locally. The site is bounded on the north, south, and west by range land, and on the east by State Route 32.

5.0 SUBSURFACE INVESTIGATION

Under the direction of a qualified member of our geotechnical staff, subsurface investigations were conducted on May 20, 2005 by excavating 8 test pits with a backhoe, and on May 25, 2005 by drilling 3 test holes with a hydraulic drill rig. The test pits extended approximately 9 to 10 feet below the existing surface, and the test holes 10 to 22 feet. Test hole depth was limited by

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the very dense nature of the subsurface gravel soils. The approximate locations of the test pits and test holes are shown on Figure No. 2 at the end of this report.

The soils exposed in the test pits and the samples collected in the test holes were classified by visual examination in the field using the guidelines of the Unified Soil Classification System (USCS). Disturbed bag samples of the soils exposed in the test pits were collected at various depths.

In the test holes, disturbed samples were collected with a 1 inch inside diameter split spoon sampler. The split spoon sampler was driven 18 inches into undisturbed soil with a 140 pound hammer free-falling through a distance of 30 inches. The blows required to drive the sampler through the final 12 inches of penetration is called the blow count, or "N-value", and is recorded on the attached test hole logs at the respective sample depths. Due to the very dense nature of the subsurface soils, and the presence of large cobbles and boulders, representative samples of the soils encountered in the drill holes were difficult to obtain.

The collected samples from the test pits and test holes were transported to our Orem, Utah laboratory where they will be retained for 30 days following the date of this report and then discarded unless a written request for additional holding time is received.

6.0 LABORATORY TESTING

Selected soil samples were tested in the laboratory to assess pertinent engineering properties and to aid in classification. Laboratory testing consisted of natural moisture content and dry density tests, one dimensional consolidation tests, Atterberg Limits determinations, and mechanical gradation analyses. The following table presents the results of the laboratory testing. Test results are also given on the enclosed test pit logs at the respective sample depths, and on Figure Nos. 15 and 16, *Consolidation-Swell Test*.

Table No. 1: Laboratory Test Results

TEST PIT NO.	DEPTH (ft.)	NATURAL MOISTURE (%)	NATURAL DRY DENSITY (pcf)	ATTERBERG LIMITS		GRAIN SIZE DISTRIBUTION (%)			SOIL TYPE
				LIQUID LIMIT	PLASTICITY INDEX	GRAVEL #4	SAND	SELT/CLAY #200	
TP-1	5	12	—	—	—	55	31	14	GM
TP-2	4	18	—	35	14	—	—	—	CL
TP-3	3½	25	91	55	30	—	—	—	CH
TP-4	4½	22	98	39	16	—	—	—	CL
TP-6	9	5	—	—	—	88	11	1	GP
TP-7	6½	6	—	—	—	65	31	4	GP
TP-8	5	7	—	—	—	81	17	2	GP

7.0 SUBSURFACE CONDITIONS

7.1 Soil Types

At the locations of the explorations the surface of the site was covered with topsoil (some very gravelly) which extended 3 inches to 3 feet below the existing surface. Underlying the topsoil we encountered Fat Clay (CH), Lean Clay (CL), Silty Clay (CL-ML), Poorly Graded Gravel (GP) and Silty Gravel (GM) layers, each with varying amounts of sand, cobbles, and boulders, extending to the maximum depths explored of about 9 to 22 feet below the existing surface. The very dense nature of the gravel soils prevented the drill from reaching the desired exploration depths.

Graphical representations and detailed descriptions of the soils encountered are shown on Figure Nos. 3 through 10, *Test Pit Log*, and on Figure Nos. 11 through 13, *Test Hole Log*. The stratification lines shown on the logs represent the approximate boundary between soil units;

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the actual transition may be gradual. Due to natural variations inherent in soil deposits, care should be taken in interpolating between and extrapolating beyond exploration points. A key to the symbols and terms on the logs is presented on Figure No. 14, *Key to Symbols*.

7.2 Groundwater Conditions

Groundwater was encountered at approximate depths of 4 to 8 feet at the test pit locations and from the surface to 10½ feet below the existing ground surface at the test hole locations. Groundwater depths will fluctuate in response to the season, precipitation, irrigation, river flow, and other on and off site influences. Precisely quantifying these fluctuations would require long term monitoring which is beyond the scope of this investigation.

8.0 SITE GRADING

8.1 General Site Grading

Prior to construction, unsuitable soils and vegetation should be removed from below areas which will ultimately support structural loads. These areas include those below foundations, floor slabs, exterior concrete flatwork, and pavements. Unsuitable soils consist of topsoil, organic soils, undocumented fill, soft, loose, or disturbed native soils, and any other inapt materials. Topsoil was found to extend 3 to 36 inches in depth at the locations of our explorations. The topsoil should be completely removed, even if found to extend deeper, along with any other disturbed or unsuitable soils, if encountered.

Large cobbles and boulders remaining at the base of foundation excavations which protrude more than 2 inches up from the bottom should be removed from footing areas, or footing thickness increased to maintain the required code thickness. Excavated native gravel soils may meet our recommendations for structural fill, however, it is likely that they will contain particles larger than our 4 inch maximum recommendation. These larger particles should be removed (screened) prior to using excavated native soils as structural fill. Excavated native soils may also be used as fill in landscaping areas.

We do not anticipate a significant amount of grading fill will be needed at the site. However, if more than 2 feet of grading fill will be placed above existing grade (including backfill around foundations), particularly in areas where clay soils are present, our office should be notified so that we may evaluate the possibility of settlement induced by the fill.

8.2 Temporary Excavations

For temporary excavations less than 5 feet in depth into the native soils or into structural fill, slopes should not be made steeper than 0.5:1.0 (horizontal:vertical). Temporary excavations extending up to 10 feet in depth should not be made steeper than 1:1. If unstable conditions or groundwater seepage are encountered flatter slopes or shoring or bracing may be required. We do not anticipate excavations deeper than 8 feet for the planned construction.

8.3 Fill Material

Regular structural fill, if needed, should consist of imported material meeting the following requirements:

Maximum particle size:	4 inches
Percent retained on the 3/4 inch sieve (coarse gravel):	30 maximum
Percent passing the No. 200 sieve (fines):	15 maximum
Liquid Limit of fines:	35 maximum
Plasticity Index of fines:	15 maximum

In some situations, particles larger than 4 inches and/or more than 30 percent coarse gravel may be acceptable, however, compaction and compaction testing may be more difficult. As a result, more strict quality controls measures than normally used may be required. Such measures may include using thinner lifts, and increased or full time observation of fill placement.

Utility trenches may be backfilled with the native soil or structural fill. If native soil that is predominantly fine grained (clay or silt) is used, it may be difficult and time consuming to adjust

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the moisture content and obtain the required compaction. All backfill soil should meet the following requirements:

Maximum particle size:	4 inches
Liquid Limit of fines:	35 maximum
Plasticity Index of fines:	15 maximum

Fill in submerged areas, such as may be encountered in utility trenches, should consist of free draining granular material (sand and/or gravel) meeting the following requirements:

Maximum particle size:	3 inches
Percent passing the No. 10 sieve:	25 maximum
Percent passing the No. 40 sieve:	15 maximum
Percent passing the No. 200 sieve (fines):	5 maximum

Three inch minus washed rock (sometimes called river rock or drain rock) and pea gravel typically meet these requirements and may be used as free draining fill. If free draining fill will be placed adjacent to soil containing a significant amount of sand or silt, precautions should be taken to prevent the migration of fine soil into the free draining fill. Such precautions may include placing a filter fabric between the free draining fill and the adjacent material, or to use a well graded, free draining fill material approved by the geotechnical engineer.

8.4 Fill Placement and Compaction

The thickness of each lift should be appropriate for the compaction equipment that is used. We recommend a maximum lift thickness of 4 inches for hand operated equipment, 6 inches for most "trench compactors", and 8 inches for larger rollers, unless it can be demonstrated by in-place density tests that the required compaction can be obtained throughout a thicker lift. The full thickness of each lift of structural fill placed should be compacted to at least the following percentages of the maximum dry density, as determined by ASTM D-1557:

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In landscape areas not supporting structural loads:	90%
Less than 5 feet of fill below foundations, flatwork and pavements:	95%
Five or more feet of fill below foundations, flatwork and pavements:	98%

Generally, placing and compacting fill at a moisture content within 2% of the optimum moisture content, as determined by ASTM D-1557, will facilitate compaction. Typically, the further the moisture content is from optimum the more difficult it will be to achieve the required compaction.

We recommend that fill be tested frequently during placement. Early testing is recommended to demonstrate that placement and compaction methods are achieving the required compaction. It is the contractor's responsibility to ensure that fill materials and compaction efforts are consistent so that tested areas are representative of the entire fill.

8.5 Stabilization

Clay soils susceptible to rutting and pumping may be encountered in footing excavations and during grading for pavements. The likelihood of rutting and/or pumping, and the depth of disturbance, is proportional to the moisture content in the soil, the load applied to the ground surface, and the frequency of the load. Consequently, rutting and pumping can be minimized by avoiding concentrated traffic, minimizing the load applied to the ground surface by using lighter equipment and/or partial loads, by working in dry times of the year, or by providing a working surface for equipment.

The soil in any obvious soft spots should be removed and replaced with granular material. If rutting or pumping occurs traffic should be stopped in the area of concern. The soil in rutted areas should be removed and replaced with granular material. In areas where pumping occurs the soil should either be allowed to sit until pore pressures dissipate (several hours to several days) and the soil firms up, or be removed and replaced with granular material. Typically, we

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recommend removal to a minimum depth of 18 inches. Removal and replacement to a greater depth may be required.

For granular material, we recommend using angular well-graded gravel, such as pit run, or crushed rock with a maximum particle size of four inches. We suggest that the initial lift be approximately 12 inches thick and be compacted with a static roller-type compactor. A finer granular material such as sand, gravelly sand, sandy gravel or road base may also be used. The more angular and coarse the material, the thinner the lift that will be required. We recommend that the fines content (percent passing the no. 200 sieve) be less than 15%, the liquid limit be less than 35, and the plasticity index be less than 15.

Using a geosynthetic fabric may also reduce the amount of material required and avoid mixing of the granular material and the subgrade. If a fabric is used, following removal of disturbed soils and water, the fabric should be placed over the bottom and up the sides of the excavation a minimum of 18 inches. The fabric should be placed in accordance with the manufacturer's recommendations, including proper overlaps. The granular material should then be placed over the fabric in compacted lifts. Again, we suggest that the initial lift be approximately 12 inches thick and be compacted with a static roller-type compactor.

9.0 SEISMIC CONSIDERATIONS

9.1 Faulting

Based on published data, no active faults are known to traverse the site and no surficial evidence of faulting was observed during our field investigation. The nearest mapped fault trace considered to be active is the East Kamas Fault¹ located approximately 3 miles north of the site. The Wasatch Fault is located approximately 28 miles west of the site.

¹Hecker, S., 1993, Quaternary Faults and Folds, Utah, Utah Geologic Survey, Bulletin 127.

9.2 Liquefaction Potential

As a part of this investigation, the potential for liquefaction to occur in the soils we observed was assessed. Liquefaction is a phenomenon where a soil loses intergranular strength due to an increase in soil pore water pressures during a dynamic event such as an earthquake. The potential for liquefaction is based on several factors, including 1) the grain size distribution of the soil, 2) the plasticity of the fine fraction of the soil (material passing the No. 200 sieve), 3) relative density of the soil, 4) earthquake strength (magnitude) and duration, and 5) overburden pressures. In addition, the soils must be saturated for liquefaction to occur.

Loose, saturated sands are most susceptible to liquefaction, but soft, sensitive silt soils also have the potential to experience failure and movement during a seismic event. The soils encountered in the test pits and test holes were composed predominately of clays and very dense gravels. It is our opinion that, to the depth we explored, the soil conditions in the test pits and test holes have a low liquefaction potential.

9.3 IRC Seismic Design Category

The Site Class definitions in the International Building Code (IBC) are based upon the soil properties in the upper 100 feet of the soil profile. These properties are determined from SPT blow counts and undrained shear strength measurements. The code states that "Where site specific data are not available to a depth of 100 feet, appropriate soil properties may be estimated by the registered design professional preparing the soils report..." Based on the subsurface soil conditions encountered in the explorations, we estimate the site best fits within Site Class C.

The site is located at approximately 40.61 degrees latitude and -111.31 degrees longitude where $S_s = 0.65$ g. Using Site Class C, $F_a = 1.14$ and $S_{DS} = 0.49$. The Seismic Design Category is C.

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10.0 FOUNDATIONS

10.1 General

The foundation recommendations presented in this report are based on the soil conditions encountered at the site, the results of laboratory testing of the native soils, the site grading recommendations presented in this report, and the foundation loading conditions presented in Section 3.0, *Proposed Construction*, of this report. If loading conditions are significantly different, we should be notified in order to re-evaluate our design parameters and estimates, and to provide additional recommendations if necessary.

10.2 Residences

Foundations for residences should not be installed on topsoil, undocumented fill, debris, combination soils, frozen soil, or in ponded water. If foundation soils become disturbed during construction they should be recompactd to the requirements for structural fill presented in this report.

Footings should be constructed entirely on undisturbed, uniform, native gravel soils, or entirely on a minimum 24 inches of structural fill placed on undisturbed native soils to minimize potential settlement. For design of conventional strip and spread footings, the following parameters are recommended:

Minimum embedment for frost protection:	36 inches
Minimum strip footing width:	20 inches
Minimum spot footing width:	30 inches
Maximum allowable net bearing pressure:	1,800 psf
Bearing pressure increase for transient loading:	33 percent

Structural fill used below foundations should extend laterally a minimum of 6 inches for every 12 vertical inches of structural fill placed. For example, if 24 inches of structural fill are

required to bring the excavation to footing grade, the structural fill should extend laterally a minimum of 24 inches beyond the edge of the footings.

10.3 Bridges

Driven steel piles or drilled shafts may be used to support the bridges. Due to the very dense nature of the native gravel soils, we anticipate that drilled shafts will likely be used. The shafts may need casing in order to facilitate construction and will likely require dewatering.

Drilled shafts transfer loads to the surrounding soil through friction along the sides of the shaft as well as end bearing at the base of the shaft. Soil strength parameters used for shaft design were derived from the results of our field explorations (test holes TH-1 through TH-3) and the results of laboratory testing. Based upon these results, we have assumed that the shafts will be embedded in dense gravel soils and will extend at least 20 feet below the existing surface. Of course, potential scour depth should be considered when determining actual depth of embedment.

We have provided allowable total axial capacity for shaft diameters of 36 and 48 inches. These capacities are presented on Figure 17 where the capacity is given as a function of depth. The concrete materials, drilling and placement of the drilled shafts should conform to the latest UDOT specifications and any applicable supplemental specifications. If groundwater should seep into the drilled hole prior to placing concrete, shaft concrete should conform to Paragraph 2.1.B of UDOT Specification 02466, Drilled Caisson, and any applicable supplemental specifications.

10.4 Estimated Settlement

If the proposed foundations are properly designed and constructed using the parameters provided above, total settlement is estimated not to exceed one inch. Differential settlement is

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anticipated to be one-half of the total settlement over a 25-foot length of foundation. Additional settlement could occur during a seismic event.

10.5 Lateral Pressures

We anticipate that wing walls and bridge abutment walls will be subjected to lateral forces. Walls which are free to rotate will be subjected to active lateral pressures when rotating away from the backfill, and to passive pressures when rotating towards the backfill. Walls which are not free to rotate will be subjected to at-rest forces.

For backfill material we have assumed either native gravel soils (which have been processed to remove particles larger than 4 inches in nominal diameter) or imported structural fill meeting the requirements specified in this report will be used. For these materials we have assumed a moist unit weight of 130 pcf and a friction angle of 36 degrees. Based upon these parameters, the following equivalent fluid densities are recommended:

Table No. 2: Lateral Pressures

PRESSURE CONDITION	LATERAL PRESSURE COEFFICIENT	EQUIVALENT FLUID DENSITY (pcf)
At-rest	0.41	54
Active	0.26	34
Passive	3.85	500

Surcharge loads applied to the backfill should be multiplied by the appropriate lateral pressure coefficient and added to the design pressure. The values presented above are based on drained conditions and level back fill. Saturated soil conditions and inclined backfill above the height of the wall will impose additional pressures. Earthtec should be consulted if these conditions are anticipated.

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11.0 SUBSURFACE DRAINAGE

According to Section R405 of the 2003 International Residential Code "Drains shall be provided around all concrete or masonry foundations that retain earth and enclose habitable or usable spaces located below grade." An exception is allowed when the foundation is installed on well drained ground consisting of Group 1 soils. These soils include those defined by the Unified Soil Classification System as GW, GP, SW, SP, GM, and SM. The gravel soils encountered in the explorations are Group 1 soils, the clay soils are not. However, given the presence of groundwater at the site, and the uncertainty regarding future groundwater fluctuations, foundation drains are recommended.

12.0 FLOOR SLABS

Groundwater was encountered in the explorations from near the surface to a depth of approximately 10½ feet below the existing surface. We recommend that floor slabs remain at least 3 feet above the groundwater levels at the site. Future groundwater fluctuations could exceed 3 feet.

To facilitate construction, act as a capillary break, and aid in distributing floor loads we recommend that all at-grade slabs and exterior flatwork be underlain by four inches of free-draining granular material such as "pea" gravel or three-quarters to one-inch minus clean gravel supported on competent native soils or structural fill.

To help control normal shrinkage and stress cracking the floor slabs should have the following features:

1. Adequate reinforcement for the anticipated floor loads with the reinforcement continuous through interior floor joints;
2. Frequent crack control joints; and

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3. **Non-rigid attachment of the slabs to foundation and bearing walls.** Special precautions should be taken during placement and curing of all concrete slabs and flatwork. Excessive slump (high water-cement ratios) of the concrete and/or improper finishing and curing procedures used during hot or cold weather conditions may lead to excessive shrinkage, cracking, spalling, or curling of slabs. We recommend all concrete placement and curing operations be performed in accordance with American Concrete Institute (ACI) codes and practices.

13.0 MOISTURE CONTROL AND SURFACE DRAINAGE

Precautions should be taken during and after construction to reduce the potential for saturation of foundation soils which could lead to additional settlement and/or movement of clay soils.

We recommend that the following precautions be taken at this site:

1. Adequate compaction of foundation backfill should be provided i.e. a minimum of 90% of ASTM D-1557. **Water consolidation methods should not be used.**
2. The ground surface should be graded to drain away from the structure in all directions. We recommend a minimum fall of 8 inches in the first 10 feet.
3. Roof runoff should be collected in rain gutters with down spouts designed to discharge well outside of the backfill limits, or at least 10 feet from structures, whichever is greater.
4. Sprinklers should be aimed away from foundation walls. Sprinkler systems should be well maintained, checked for leaks frequently, and repaired promptly.
5. Any additional precautions which may become evident during construction.

14.0 PAVEMENT SECTION DESIGN

We understand that residential streets within the development will consist of asphalt pavement.

We have based our designs on the soil layers encountered in the test pits which will support the

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pavement sections. We estimate that a California Bearing Ratio (CBR) value of 3 is appropriate for the clay soils, and 10 for the gravel soils.

We have prepared pavement section designs based on these assumed CBR values, an assumed traffic volume of 200 vehicles a day (consisting mostly of cars and pickup trucks, some delivery trucks, a daily school bus, and a weekly garbage truck), a design life of 20 years, and the site grading recommendations presented in this report. Based on these parameters and the procedures outlined in the *AASHTO Guide for Design of Pavement Structures (1993)*, we recommend the minimum asphalt pavement sections presented in the table below.

Table No. 3: Pavement Section Design

SUBGRADE SOILS	ASPHALT THICKNESS (in)	COMPACTED ROADBASE THICKNESS (in)	COMPACTED SUBBASE THICKNESS (in)
Clay	3.0	6.0	6.0
Gravel	3.0	6.0	0.0

These pavement sections are not intended to support construction traffic, or heavy semi trucks. All base material and asphalt should conform to local requirements regarding thickness, gradation, oil content, and any other requirements pertaining to the project. We recommend that all roadbase and subbase be properly processed, moisture conditioned, and compacted to a minimum of 95% of the maximum dry density as determined by ASTM-D 1557. All asphalt should be compacted to a minimum of 95% of the laboratory Marshal mix design density.

15.0 GENERAL CONDITIONS

The exploratory data presented in this report was collected to provide geotechnical design recommendations for this project. The test pits and test holes may not be indicative of subsurface conditions outside the study area or between points explored and thus have a limited

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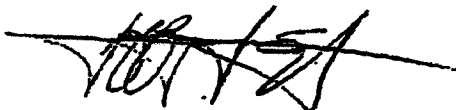
modifications in the design. If during construction, conditions are different than presented in this report, please advise us so that the appropriate modifications can be made.

The geotechnical study as presented in this report was conducted within the limits prescribed by our client, with the usual thoroughness and competence of the engineering profession in the area. No other warranty or representation, either expressed or implied, is intended in our proposals, contracts or reports.

We appreciate the opportunity of providing our services on this project. If we can answer questions or be of further service, please call.

Respectfully,

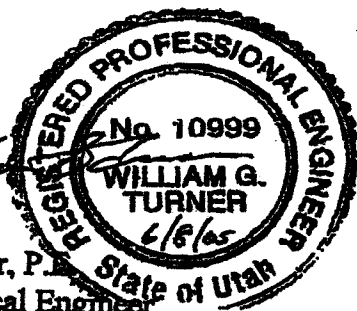
EARTHTEC TESTING AND ENGINEERING, P.C.



Jeffrey J. Egbert, P.E.
Project Engineer



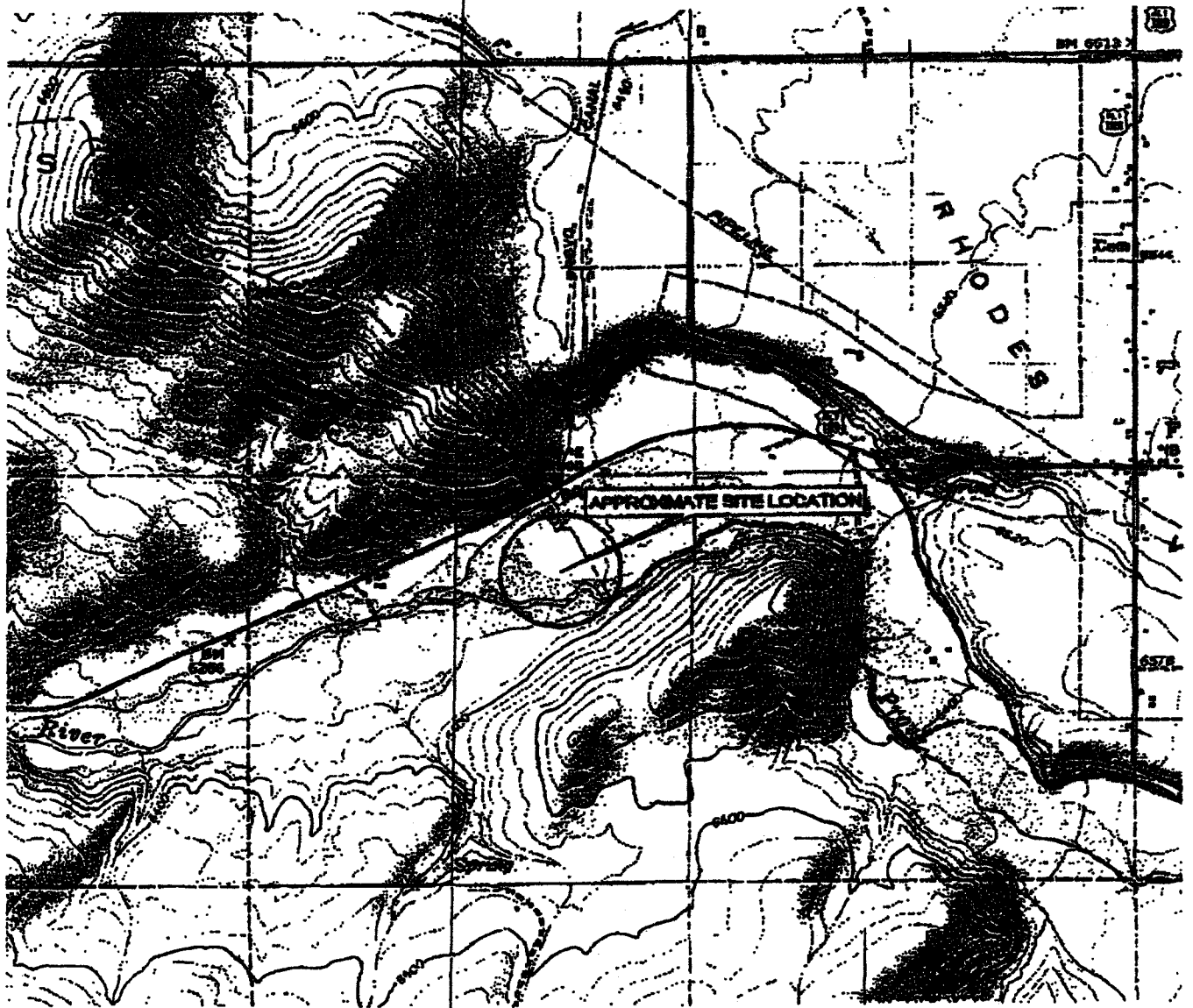
William G. Turner, P.E.
Senior Geotechnical Engineer



VICINITY MAP

VICTORY RANCH

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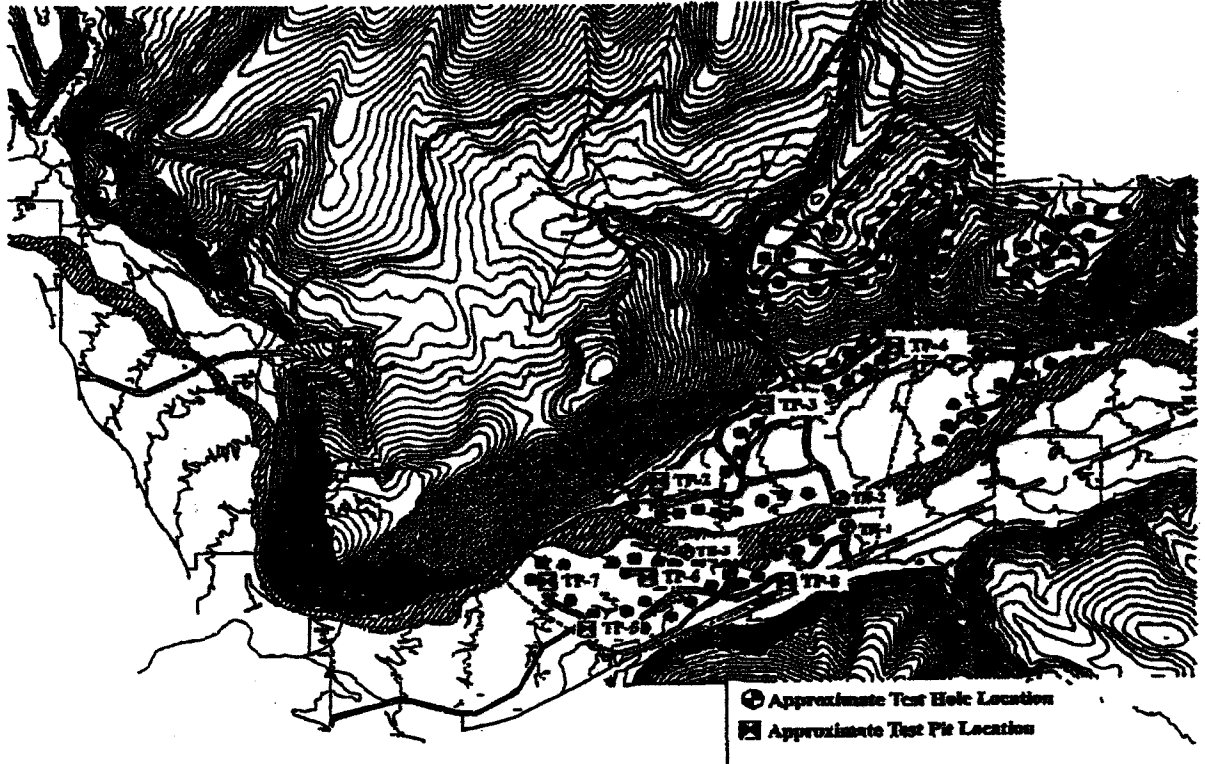
PROJECT NO.: 051131

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FIGURE NO.: 1

SITE PLAN & LOCATION OF EXPLORATIONS VICTORY RANCH

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PROJECT NO.: 051131		FIGURE NO.: 2
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TEST PIT LOG

NO.: TP-1

PROJECT: Victory Ranch
CLIENT: Victory Ranch Partners
LOCATION: Refer to Figure 2.
OPERATOR: Client
EQUIPMENT: 416 Cat
DEPTH TO WATER; INITIAL ∇ : 6 ft

PROJECT NO.: 051131
DATE: 05/20/05
ELEVATION: NM
LOGGED BY: S.G.

AT COMPLETION ∇ :

Depth (Ft.)	Graphic Log	USCS	Description	Samples	TEST RESULTS									
					Dry Dens. (pcf)	Water Cont. (%)	PI	LL	Gravel (%)	Sand (%)	Fines (%)	Other Test		
0			TOPSOIL: Clay, some gravel, roots, moist, dark brown.											
1			LEAN CLAY, some gravel, medium stiff, moist, dark brown.											
2	CL	CL		X										
3														
4														
5			SILTY GRAVEL with sand, some cobbles, trace boulders, very dense, moist to wet, light brown.	X		12			55	31	14			
6		∇												
7	GM	GM												
8														
9														
10				X										
11			Bottom at approximately 10 feet.											
12														
13														
14														
15														
16														
17														
18														
19														
20														

Notes:

Tests Key

- CBR = California Bearing Ratio
- C = Consolidation
- R = Resistivity
- DS = Direct Shear
- SS = Soluble Sulfates
- UC = Unconfined Compressive Strength

PROJECT NO.: 051131



FIGURE NO.: 3

LOG C: 1.E81PIT 051131.GPJ EARTHTEC.GDT 8/20/05

TEST PIT LOG

NO.: TP-2

PROJECT: Victory Ranch
CLIENT: Victory Ranch Partners
LOCATION: Refer to Figure 2.
OPERATOR: Client
EQUIPMENT: 416 Cat

PROJECT NO.: 051131
DATE: 05/20/05
ELEVATION: NM
LOGGED BY: S.G.

DEPTH TO WATER; INITIAL ∇ :

AT COMPLETION ∇ :

Depth (Ft.)	Graphic Log	USCS	Description	Samples	TEST RESULTS							
					Dry Dens. (pcf)	Water Cont. (%)	PI	LL	Gravel (%)	Sand (%)	Fines (%)	Other Test
0			TOPSOIL: Clay, trace boulders, roots, moist, dark brown.									
1												
2												
3				X								
4			LEAN CLAY, trace cobbles, medium stiff, moist, red-brown.									
5		CL		X		18	14	35				
6			SILTY GRAVEL with sand, some cobbles, boulders, very dense, moist, red-brown.									
7												
8		GM										
9												
10				X								
11			Bottom at approximately 10 feet.									
12												
13												
14												
15												
16												
17												
18												
19												
20												

Notes: No groundwater encountered.

Tests Key

- CBR = California Bearing Ratio
- C = Consolidation
- R = Resistivity
- DS = Direct Shear
- SS = Soluble Sulfates
- UC = Unconfined Compressive Strength

PROJECT NO.: 051131



FIGURE NO.: 4

LOG OF TEST PIT CSI 131 GPJ EARTHTEC.GDT 8/7/05

TEST PIT LOG

NO.: TP-3

PROJECT: Victory Ranch
CLIENT: Victory Ranch Partners
LOCATION: Refer to Figure 2.
OPERATOR: Client
EQUIPMENT: 416 Cat

PROJECT NO.: 051131
DATE: 05/20/05
ELEVATION: NM
LOGGED BY: S.G.

DEPTH TO WATER; INITIAL ∇ :

AT COMPLETION ∇ :

Depth (FL)	Graphic Log	USCS	Description	Samples	TEST RESULTS									
					Dry Dens. (pcf)	Water Cont. (%)	PI	LL	Gravel (%)	Sand (%)	Fines (%)	Other Test		
0			TOPSOIL: Clay, trace gravel, roots, moist, dark brown.											
1			FAT CLAY with sand, stiff, moist, olive-brown.											
2	[Hatched Pattern]	CH			91	25	30	55					C	
3														
4														
5	[Hatched Pattern]	CL	LEAN CLAY, trace sand, gravel, boulders, very stiff, moist, red-brown.											
6														
7														
8														
9														
10														
11			Bottom at approximately 10 feet.											
12														
13														
14														
15														
16														
17														
18														
19														
20														

Notes:

Tests Key

- CBR = California Bearing Ratio
- C = Consolidation
- R = Resistivity
- DS = Direct Shear
- SS = Soluble Sulfates
- UC = Unconfined Compressive Strength

PROJECT NO.: 051131



FIGURE NO.: 5

LOG G. ...STPIT 051131.BPJ EARTHTEC.GDT 07/05

TEST PIT LOG

NO.: TP-4

PROJECT: Victory Ranch
CLIENT: Victory Ranch Partners
LOCATION: Refer to Figure 2.
OPERATOR: Client
EQUIPMENT: 416 Cat
DEPTH TO WATER; INITIAL ∇:

PROJECT NO.: 051131
DATE: 05/20/05
ELEVATION: NM
LOGGED BY: S.G.

AT COMPLETION ∇:

Depth (Ft.)	Graphic Log	USCS	Description	Samples	TEST RESULTS												
					Dry Dens. (pcf)	Water Cont. (%)	PI	LL	Gravel (%)	Sand (%)	Fines (%)	Other Tests					
0																	
1		CL	TOPSOIL: Clay, some silt, roots, moist, light brown. Approximately 3 inches.														
2			LEAN CLAY, some sand, trace gravel, stiff, moist, red-brown.														
3																	
4					X												
5					■	98	22	16	39							C	
6																	
7		CL-ML	SILTY CLAY, medium stiff, moist, red-brown.														
8																	
9																	
10					X												
11			Bottom at approximately 10 feet.														
12																	
13																	
14																	
15																	
16																	
17																	
18																	
19																	
20																	

LOG. # 051131.GPJ EARTHTEC.GDT 07/05

Notes: No groundwater encountered.

Tests Key

- CBR = California Bearing Ratio
- C = Consolidation
- R = Resistivity
- DS = Direct Shear
- SS = Soluble Sulfates
- UC = Unconfined Compressive Strength

PROJECT NO.: 051131



FIGURE NO.: 6

TEST PIT LOG

NO.: TP-5

PROJECT: Victory Ranch
CLIENT: Victory Ranch Partners
LOCATION: Refer to Figure 2.
OPERATOR: Client
EQUIPMENT: 416 Cat

PROJECT NO.: 051131
DATE: 05/20/05
ELEVATION: NM
LOGGED BY: S.G.

DEPTH TO WATER; INITIAL ∇ : 7 ft.

AT COMPLETION ∇ :

Depth (Ft.)	Graphic Log	USCS	Description	Samples	TEST RESULTS									
					Dry Dens. (pcf)	Water Cont. (%)	PI	LL	Gravel (%)	Sand (%)	Fines (%)	Oth Tes		
0			TOPSOIL: Clay, trace boulders, moist, dark brown.											
1														
2			SILTY GRAVEL with cobbles and boulders, some sand, very dense, moist, dark brown.											
3														
4														
5														
6		GM												
7		∇												
8														
9														
10														
11			Bottom at approximately 10 feet.											
12														
13														
14														
15														
16														
17														
18														
19														
20														

Notes:

Tests Key

- CBR = California Bearing Ratio
- C = Consolidation
- R = Resistivity
- DS = Direct Shear
- SS = Soluble Sulfates
- UC = Unconfined Compressive Strength

PROJECT NO.: 051131



FIGURE NO.: 7

LOG OF: TP 051131.GPJ EARTHTEC.GDT B7/NS

TEST PIT LOG

NO.: TP-6

PROJECT: Victory Ranch
CLIENT: Victory Ranch Partners
LOCATION: Refer to Figure 2.
OPERATOR: Client
EQUIPMENT: 416 Cat

PROJECT NO.: 051131
DATE: 05/20/05
ELEVATION: NM
LOGGED BY: S.G.

DEPTH TO WATER; INITIAL ∇ : 5.5 ft

AT COMPLETION ∇ :

Depth (Ft.)	Graphic Log	USCS	Description	Samples	TEST RESULTS								
					Dry Dens. (pcf)	Water Cont. (%)	PI	LL	Gravel (%)	Sand (%)	Fines (%)	Off Test	
0			TOPSOIL: Clay with sand, some cobbles and boulders, moist, dark brown.										
1		GM	SILTY GRAVEL with sand, some cobbles, boulders, very dense, moist, dark brown.										
2													
3													
4													
5													
6			∇										
7		GF	POORLY GRADED GRAVEL with cobbles, some sand, trace silt, very dense, wet, light brown.										
8													
9							5			88	11	1	
10			Backhoe rejection at 9 feet.										
11													
12													
13													
14													
15													
16													
17													
18													
19													
20													

Notes:

Tests Key

- CBR = California Bearing Ratio
- C = Consolidation
- R = Resistivity
- DS = Direct Shear
- SS = Soluble Sulfates
- UC = Unconfined Compressive Strength

PROJECT NO.: 051131



FIGURE NO.: 8

LOG OF TEST PIT 051131.GPJ EARTHTEC.GDT 07/06

TEST PIT LOG

NO.: TP-7

Ent 303719 Bk 0868 Pg 0529

PROJECT: Victory Ranch
CLIENT: Victory Ranch Partners
LOCATION: Refer to Figure 2.
OPERATOR: Client
EQUIPMENT: 416 Cat
DEPTH TO WATER; INITIAL ∇: 8 ft

PROJECT NO.: 051131
DATE: 05/20/05
ELEVATION: NM
LOGGED BY: S.G.

AT COMPLETION ∇ :

Depth (Ft.)	Graphic Log	USCS	Description	Samples	TEST RESULTS							
					Dry Dens. (pcf)	Water Cont. (%)	PI	LL	Gravel (%)	Sand (%)	Fines (%)	Other Tests
0												
1			TOPSOIL: Clay, some cobbles and boulders, trace sand, roots, moist, dark brown.									
2		GM	SILTY GRAVEL with boulders and sand, very dense, moist, brown.	×								
3												
4												
5		GP	POORLY GRADED GRAVEL with sand, some boulders, and cobbles, trace silt, very dense, moist, brown.	×		8			85	31	4	
6												
7												
8												
9												
10				×								
11			Bottom at approximately 10 feet.									
12												
13												
14												
15												
16												
17												
18												
19												
20												

Notes:

Tests Key

- CBR = California Bearing Ratio
- C = Consolidation
- R = Resistivity
- DS = Direct Shear
- SS = Soluble Sulfates
- UC = Unconfined Compressive Strength

PROJECT NO.: 051131



FIGURE NO.: 9

LOG OF TEST PIT 051131.GPJ EARTHTEC.GDT 07/06

Ent 303719 Bk 0868 Pg 0530

TEST PIT LOG

NO.: TP-8

PROJECT: Victory Ranch
CLIENT: Victory Ranch Partners
LOCATION: Refer to Figure 2.
OPERATOR: Client
EQUIPMENT: 416 Cat

PROJECT NO.: 051131
DATE: 05/20/05
ELEVATION: NM
LOGGED BY: S.G.

DEPTH TO WATER; INITIAL ∇: 4 ft

AT COMPLETION ∇:

Depth (FL)	Graphic Log	USCS	Description	Samples	TEST RESULTS												
					Dry Dens. (pcf)	Water Cont. (%)	PI	LL	Gravel (%)	Sand (%)	Fines (%)	Oth Tes					
0																	
1			TOPSOIL: Clay, trace gravel, roots, moist, dark brown.														
2																	
3			POORLY GRADED GRAVEL with sand, some cobbles and boulders, trace silt, very dense, moist, brown.														
4																	
5																	
6							7			81	17	2					
7		GP															
8																	
9																	
10																	
11			Bottom at approximately 10 feet.														
12																	
13																	
14																	
15																	
16																	
17																	
18																	
19																	
20																	

Notes:

Tests Key

- CBR = California Bearing Ratio
- C = Consolidation
- R = Resistivity
- DS = Direct Shear
- SS = Soluble Sulfates
- UC = Unconfined Compressive Strength

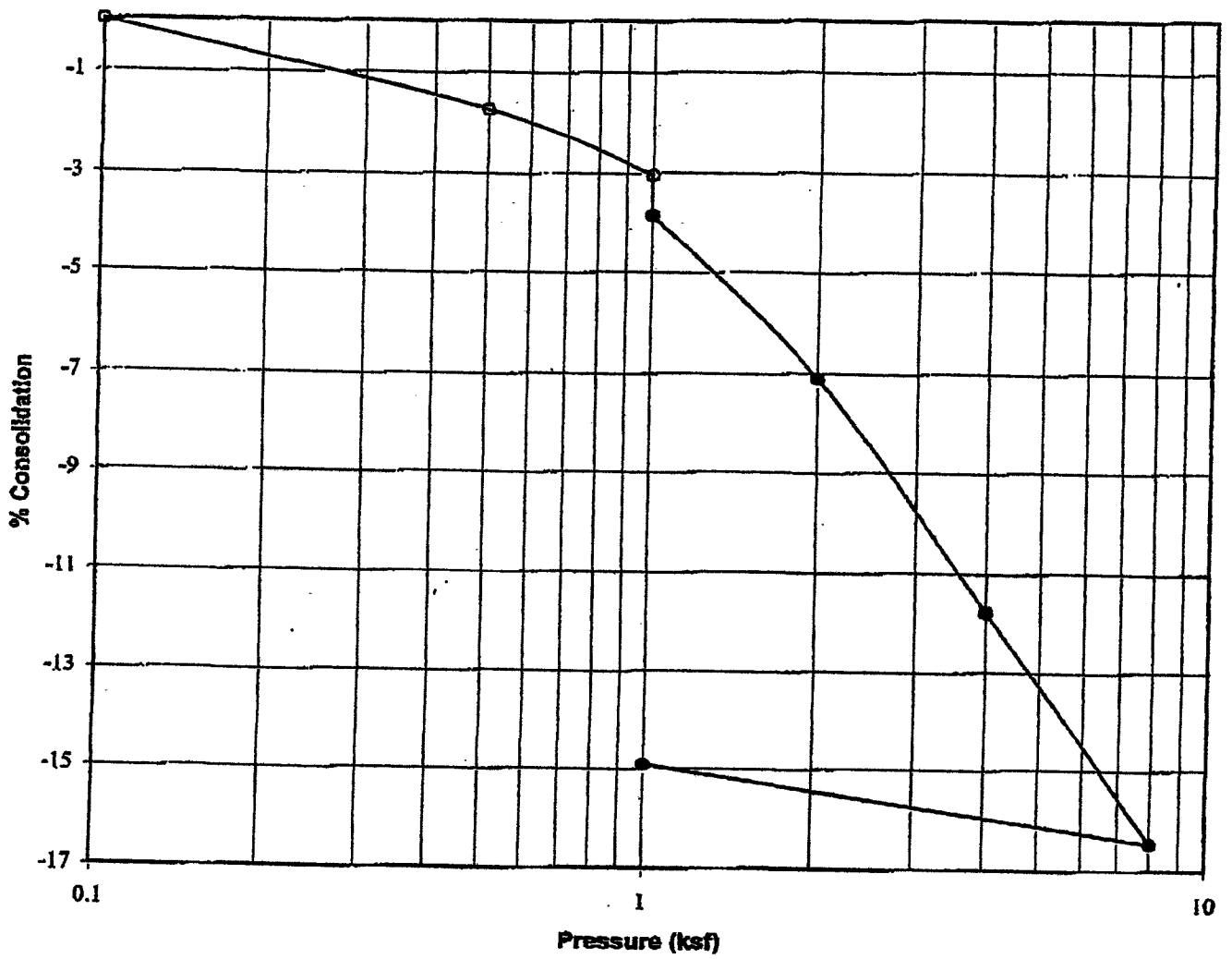
PROJECT NO.: 051131



FIGURE NO.: 10

LOG OF AT 051131.GPJ EARTHTEC.GDT 8/7/05

CONSOLIDATION - SWELL TEST



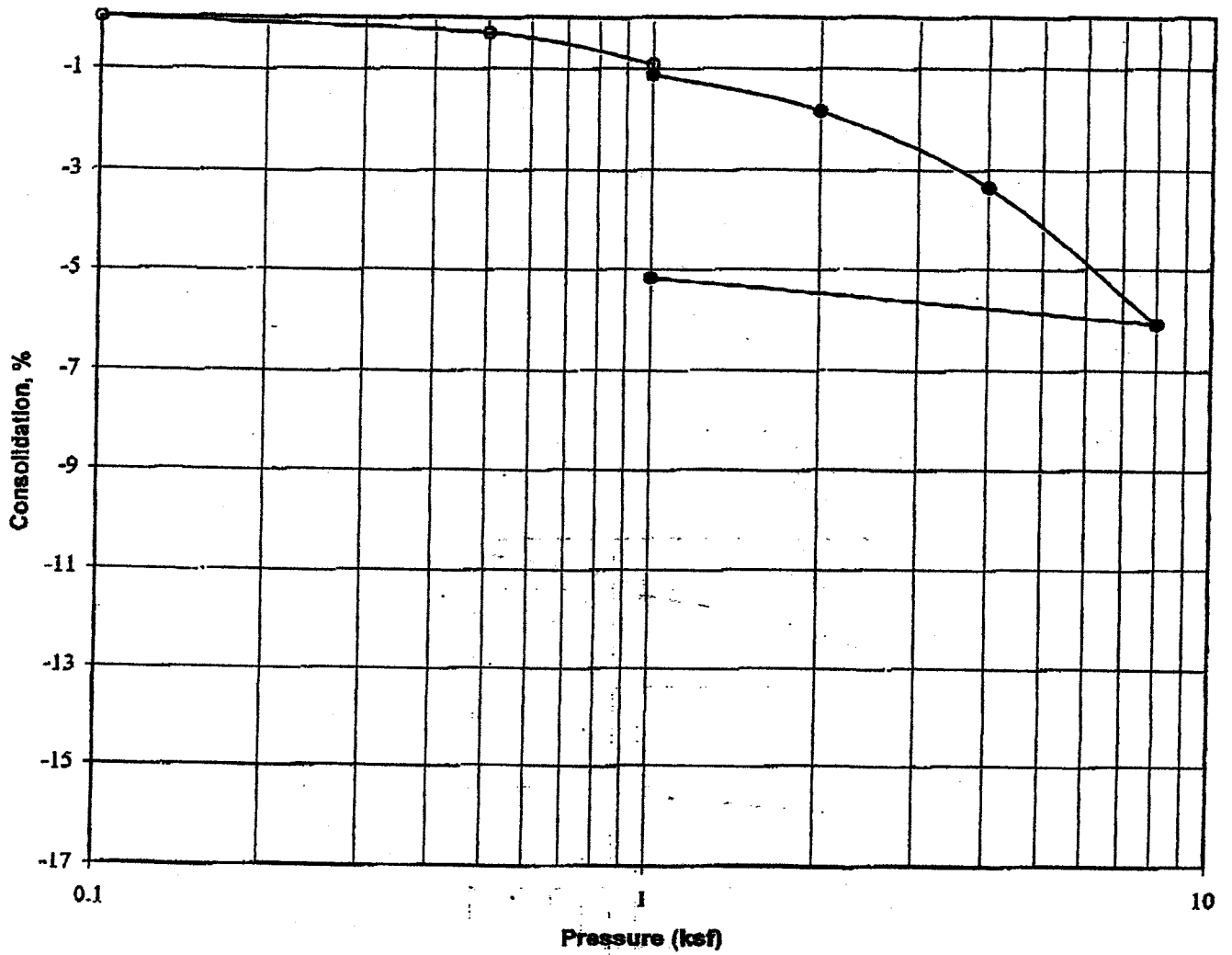
Project:	Victory Ranch
Location:	TP-3
Sample Depth:	3 1/2
Description:	Block
Soil Type:	Fat Clay (CH)
Dry Density, pcf:	91
Natural Moisture, %:	25
Liquid Limit:	55
Plasticity Index:	30
Water Added at:	1 ksf
Percent Collapse:	0.8

PROJECT NO.: 051131



FIGURE NO.: 15

CONSOLIDATION - SWELL TEST

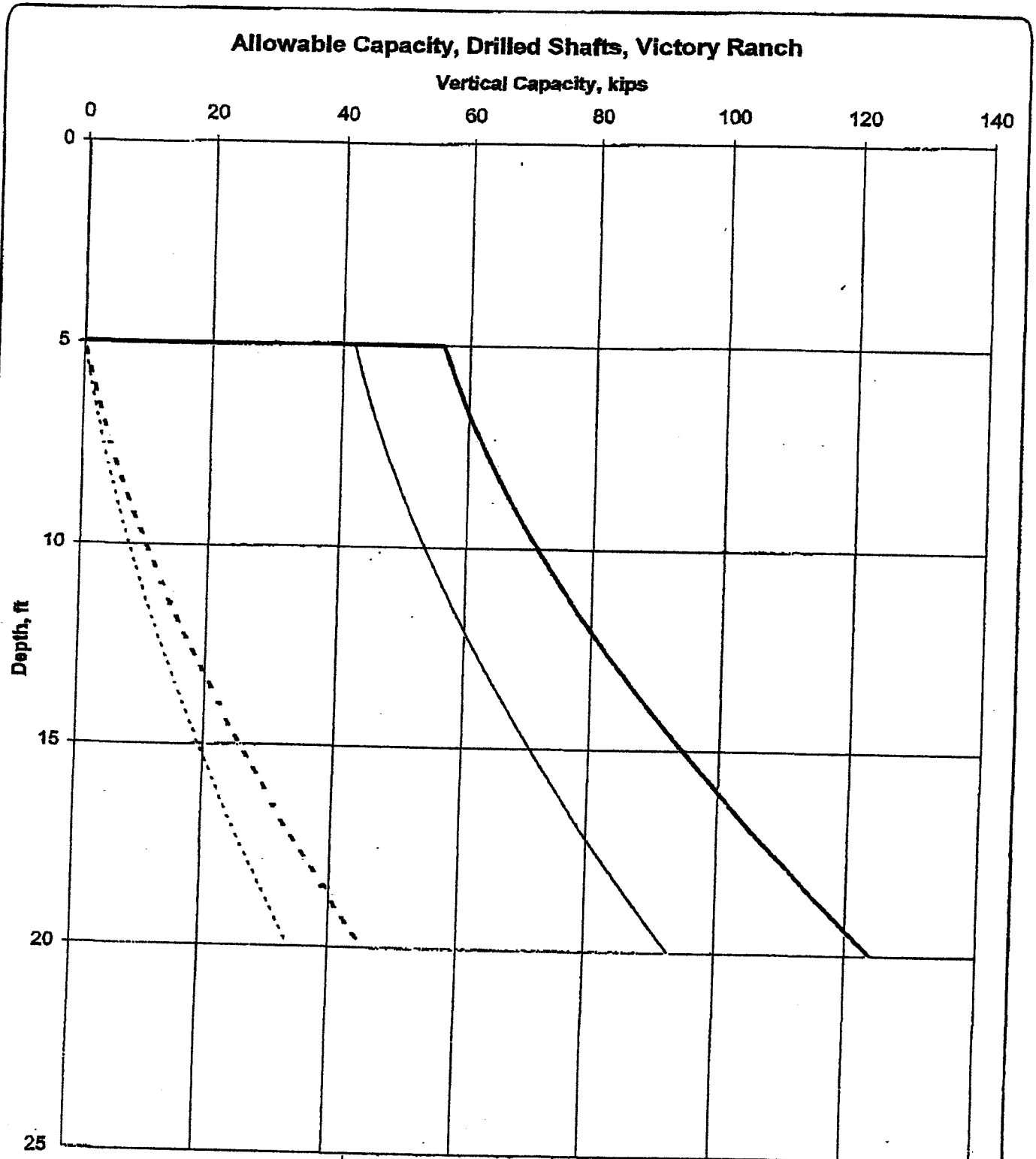


Project:	Victory Ranch
Location:	TP-4
Sample Depth:	4 1/2
Description:	Block
Soil Type:	Lean Clay (CL)
Dry Density, pcf:	98
Natural Moisture, %:	22
Liquid Limit:	39
Plasticity Index:	16
Water Added at:	1 ksf
Percent Collapse:	0.2

PROJECT NO.: 051131



FIGURE NO.: 16



— Total Capacity (36-in. dia.) — Total Capacity (48-in. dia.)
- - - Uplift Capacity (36-in. dia.) - - - Uplift Capacity (48-in. dia.)

FIGURE 17

DEVELOPMENT AGREEMENT

[Trailhead Design, a public trails master plan and a construction schedule]