

WHEN RECORDED MAIL TO:
Summit County Engineer
60 N. Main, P.O. Box 128
Coalville, UT 84017

ENTRY NO. 01152085

01/04/2021 11:44:53 AM B: 2630 P: 1759
Agreement PAGE 1/45
RHONDA FRANCIS, SUMMIT COUNTY RECORDER
FEE 40.00 BY MATT LOWE



Space above for Recorders Stamp

DEVELOPMENT IMPROVEMENTS AGREEMENT

Project File #: 20-CP-13
Project Name: SCV Lot 8
Parcel ID: SCVC-8

THIS AGREEMENT is made this 16th day of Sept, 2020, by and between Summit County, a political subdivision of the State of Utah (the "County"), and Village Development Group, a Utah Corporation, whose address is 6028 S Ridgeline Drive, Suite 203 Ogden, UT 84405 (the "Developer"). The County and Developer are individually referred to herein as a "Party" and jointly referred to herein as the "Parties". The Effective Date of this Agreement shall be the date upon which it is recorded in the Office of the Summit County Recorder.

RECITALS

- A. Developer is the owner of certain property situated in the County of Summit, State of Utah, more particularly described in Exhibit A hereto and known as the Silver Creek Village Lot 8 - Phase 1 (the "Project").
- B. The Developer desires to develop "Project", hereinafter referred to as the ("Property") according to the approved final subdivision plat or final site plan thereof (the "Plat" or "Final Site Plan") showing a proposed subdivision or site layout for said Property.
- C. The County has approved the Plat/Final Site Plan submitted by the Developer subject to certain requirements and conditions, which involve the installation and construction of utilities, landscaping (if applicable), as well as other public and private infrastructure improvements shown on the submitted construction drawings, Plat, Final Site Plan, Landscape Plan (if applicable) and documents for the Property, which is attached at Exhibit B ("Site Improvements Plan").

D. In lieu of completing all landscaping and infrastructure improvements prior to Plat/Final Site Plan recordation in accordance with UCA §17-27a-604.5 or successor statute, Developer may enter into a Development Improvements Agreement with the County .

E. In doing so, the County seeks to protect the health, safety and general welfare of the community by requiring a timely completion of the Site Improvements Plan and to limit the effects of uncompleted subdivisions, including premature subdivision which leaves property undeveloped and unproductive.

F. The purpose of this Agreement is to protect the County from assuming the cost to complete the utility, landscaping, and infrastructure improvements and is not executed for the benefit of material men, laborers, or others providing work, services or material to the Property or for the benefit of lot or home buyers in the Project.

G. The mutual promises, covenants, and obligations contained herein are authorized by State and local law and regulation.

NOW, THEREFORE, in consideration of the premises and the terms and conditions herein stated and for other valuable consideration, the adequacy of which is acknowledged by the Parties hereto, it is agreed as follows:

DEVELOPER'S OBLIGATION

- 1. Improvements:** The Developer will design, construct, and install, at his own expense, those on-site and off-site utility, landscaping (if applicable), and infrastructure improvements in accordance with the approved Site Improvements Plan and the **Cost of Construction PE Estimate**, which is attached at **Exhibit C** (together the Site Improvements Plan and the Cost of Construction PE Estimate are referred to as the "Improvements"). At a minimum, the Site Improvements Plan shall address culinary water, sewer, electrical power service, natural gas service, telephone service, television service, storm water drainage, trails, roads, landscaping and weed control. The Developer's obligation to complete the Improvements will be in conformance with the time schedule defined by this Agreement and will be independent of any obligations of the County contained herein.
- 2. Improvement Completion Assurance ("Assurance") Options:** To secure the construction and installation of the improvements under this Agreement and the obligations for the warranty as set forth in 1.4 herein, the Developer will deposit with the County as an Assurance, 110% of the Cost of Construction PE Estimate (which includes a 10% warranty), on or prior to the Effective Date, through one of the following mechanisms:

- **Option A.** Irrevocable Letter of Credit in the amount of \$ _____.
- **Option B.** Subdivision Improvements Disbursement Agreement in the amount of \$ _____.
- **Option C.** Cash in the amount of \$ _____, to be escrowed by the County Treasurer or third party escrow agent pursuant to a Cash Bond Escrow Agreement.
- **Option D.** Performance or Surety Bond in the amount of \$ 6 94,155.40.
- **Option E.** Subdivision Plat Hold.
- **Option F.** Building Permit Hold.

- **Option A:** Irrevocable Letter of Credit (“Letter of Credit”) – The Letter of Credit shall be (a) irrevocable, (b) issued by a financial institution, (c) of a term sufficient to cover the Completion and Warranty Periods, and (d) reviewed as to form by the County Attorney. The Letter of Credit will be payable upon demand to Summit County. The Letter of Credit will be payable to the County in full or in part at any time upon presentation of (i) a sight draft drawn on the issuing financial institution to which the County is entitled to draw pursuant to the terms of this Agreement and the Letter of Credit; (ii) a certification executed by an authorized representative of the County stating that the Developer is in default under this Agreement; and (iii) the original Letter of Credit.

- **Option B:** Subdivision Improvements Disbursement Agreement (“Disbursement Agreement”) – The Disbursement Agreement will be executed by a financial institution, the Developer and the County. The Disbursement Agreement will provide for segregation of Developer’s loan proceeds by the financial institution. Pursuant to the terms of the Disbursement Agreement, the County is entitled to draw funds, in full or in part, upon presentation of: (i) request for disbursement; and (ii) a certification executed by an authorized representative of the County stating that the Developer is in default under this Agreement; or (iii) as otherwise provided by the Disbursement Agreement. Modifications to the County’s standard Disbursement Agreement shall be reviewed by the County Attorney for acceptance as an Assurance.

- **Option C:** Cash Bond Escrow Agreement (“Cash Bond”) - Cash in the form of a cashier’s check or bank account in the sole ownership of the County will be escrowed with the County Treasurer or third party escrow agent

pursuant to a Cash Bond. The County is entitled to draw upon these funds, pursuant to the terms of the Cash Bond. The funds will be disbursed to the County in full or in part, upon presentation of: (i) request for disbursement; and (ii) a certification executed by an authorized representative of the County stating that the Developer is in default under this Agreement; or (iii) as otherwise provided by the Cash Bond.

- **Option D: Performance or Surety Bond ("Performance Bond")** – A Performance Bond shall be issued upon which the County will be entitled to draw pursuant to the terms of the Performance Bond and will include a term sufficient to cover the Completion and Warranty Periods. The funds will be disbursed to the County in full or in part, upon presentation of: (i) request for disbursement; and (ii) a certification executed by an authorized representative of the County or designee stating that the Developer is in default under this Agreement; or (iii) as otherwise provided by the Performance Bond. The Performance Bond shall be reviewed by the County Attorney for acceptance as an Assurance.
- **Option E: Subdivision Plat Hold ("Plat Hold")** – A Plat Hold may be utilized as an Assurance for projects that do not contain Improvements to existing Summit County Right-of-Way or Right-of-Way incidental to the subject Plat. The Plat and Recording fees will be held by the County. Release and recording of the Plat will require: (i) completion of the Improvements pursuant to the terms of this Agreement; (ii) County Manager acknowledgement on the Plat certifying the completion of the Improvements and extinguishment of this Agreement; and (iii) a letter from the lien holder, as indicated on the Plat, that they remain the current lien holder. Completion period for the Improvements is limited to two (2) years.
- **Option F: Building Permit Hold ("Permit Hold")** – A Permit Hold may be utilized as an Assurance on a limited basis where there are Improvements valued at less than \$10,000. The release of the Permit Hold requires completion of the improvements pursuant to the terms of this Agreement. The completion period is limited to six (6) months.

3. **County Standards:** The Developer will construct the Improvements according to the approved Site Improvements Plan, general industry standards, this Agreement, and applicable County regulations (the "County Standards"). The Developer shall instruct the contractor or construction manager to provide timely notice to the Developer, contractor, issuer of the Assurance and the County Engineer whenever an observation or related

construction activity reveals that an Improvement does not conform to the County Standards or is otherwise defective.

4. **Warranty Period:** The Developer warrants that the Improvements, each and every one of them, will be free from defects in materials or workmanship under normal operation for a period of twelve (12) months from the date of the County's acceptance of the Improvements (the "Warranty Period"). Developer agrees to promptly correct any deficiencies in order to meet the County Standards.
5. **Commencement and Completion Periods:** All Improvements, as outlined in the Cost of Construction PE Estimate and Site Improvements Plan, will be installed and completed within two (2) years from Plat or Final Site Plan approval (the "Completion Period"), with the exception of Improvements guaranteed by a Permit Hold, which requires that Improvements be completed within six (6) months.
6. **Damage to Public Improvements:** Developer agrees that it shall repair or pay for any damage to any existing public improvements damaged during the construction of new improvements. The County shall notify Developer within a reasonable time after discovery of any claim hereunder, and Developer shall have a reasonable period of time within which to repair said damage.
7. **Traffic Control:** During the construction of any utilities or Improvements described herein, Developer shall be responsible for controlling and expediting the movement of vehicular and pedestrian traffic through and around all construction sites and activities. Such control shall be according to the latest version of the Manual of Uniform Traffic Control Devices.
8. **Road Cuts:** Developer acknowledges that the County has regulations governing road cuts, the provisions of which shall apply to the alteration of any road necessitated by the installation of any utilities or Improvements described in this Agreement.
9. **Weed Control:** The Developer agrees to comply with Summit County Code §4-4-1, et. seq. relative to control and elimination of all noxious species of plants as identified within the Property boundaries. The Developer further agrees to coordinate with the Summit County Weed Department, prior to commencement of work, relative to inspections and importations of weed free project materials.
10. **Roads:** Developer agrees to construct, at Developer's cost, all public and private roads and public and private road improvements, within the Property, in accordance with the plans and specifications within the Site Improvements Plan. Developer agrees to install any traffic control signs and standard street name signs as required by the County and to re-vegetate all cuts and fills resulting from construction in a manner which will prevent erosion.

11. Compliance with Law: The Developer shall comply with all relevant federal, state and local laws and regulations in effect at the time of Plat and/or Final Site Plan approval when fulfilling its obligations under this Agreement.

COUNTY'S OBLIGATION

12. Inspections and Notice of Defect: The County shall conduct inspections of the Improvements from time to time. In the event that there is a deficiency in performance by Developer hereunder (during the Completion or Warranty Periods), the County may issue a **Notice of Defect** to the Developer and the issuer of the Assurance. The Developer shall have thirty (30) calendar days thereafter to cure the defect (the "Cure Period"). If a defect is not corrected within the Cure Period, a condition of default may be declared and an **Affidavit of Lapse of Improvements Agreement** may be issued stating that building permits, grading permits and certificates of occupancy will not be issued in connection with any lots within the Plat or Final Site Plan, and the County may request that a court of competent jurisdiction enjoin the sale, transfer or conveyance of lots within the Plat or Final Site Plan until a new Development Improvements Agreement and Assurance are accepted by the County. If the defect cannot be corrected within the Cure Period, the Developer may request an extension of the Cure Period from the County Engineer.

13. Notice of Non Compliance with Completion Date: The County shall issue the Developer a **Notice of Noncompliance** in the event that the Improvements are not completed by the Developer and accepted by the County within the Completion Period. If inclement weather or circumstance beyond the Developer's control prevents construction within the Completion Period, an extension to the Completion Period of up to a twelve (12)-months may be requested by the Developer and approved by the County Engineer. A written request by the Developer indicating cause and reason for an extension shall be submitted to the County Engineer not earlier than fourteen (14) calendar days prior to the expiration of the Completion Period. The request for extension will be reviewed by the County Engineer and may only be granted in such cases where the Assurance is also extended for the life of the modified Completion Period. An approved extension will be executed as a written Addendum to this Agreement. If an extension of time is not approved by the County Engineer, an Affidavit of Lapse of Improvements Agreement may be recorded stating that building permits, grading permits and certificates of occupancy will not be issued in connection with any lots within the Plat or Final Site Plan, and the County may request that a court of competent jurisdiction enjoin the sale, transfer or conveyance of lots within the Plat or Final Site Plan until a new Development Improvements Agreement, with modified time lines, and Assurance are approved by the County.

14. Acceptance of Improvements: The County's acceptance of Improvements is conditioned upon (a) the presentation by Developer of the required signatures of acceptance by all

entities serving the constructed Improvements, (b) clear documentation and testing that the Improvements have been completed per County Standards, and (c) the presentation by Developer of a document or documents, where appropriate, for the benefit of the County, demonstrating that the Developer owns the Improvements in fee simple title with no liens or encumbrances thereon. Acceptance of any improvement does not constitute a waiver by the County of any rights it may have on account of any defect in or failure of the Improvement that is detected or which occurs after the acceptance. Public Improvements shall be dedicated to the appropriate public entity. Private Improvements serving more than one lot shall be assigned by separate agreement to a Home Owners Association.

- 15. Reduction of Assurance:** As portions of the site Improvements are completed in accordance with this Agreement, County regulations, and the approved Site Improvements Plan, the Developer may make application to the County Engineer to reduce the amount of the original Assurance. If the County Engineer is satisfied that such portion of the Improvements have been installed and completed in accordance with County Standards, she may cause the amount of the Letter of Credit, Disbursement Agreement, Cash Bond or Performance Bond to be reduced by such amount that she deems appropriate, so that the remaining amount of the Letter of Credit, Disbursement Agreement, Cash Bond or Performance Bond adequately insures the completion of the remaining site Improvements. At the request of the Developer, the County will execute an amendment to this Agreement verifying the acceptance of said installed and completed Improvement, and waiving and releasing its right to draw upon the Assurance for installation and completion of the same. A Developer in default under this Agreement will have no right to such a reduction of the Assurance. Upon the acceptance of all site improvements, all amounts up to 100% of the Cost of Construction PE Estimate which may be drawn under the Letter of Credit, Disbursement Agreement, Performance Bond or Cash Bond, will be released, leaving a remaining balance of 10% of the Cost of Construction PE Estimate as the warranty. Following the expiration of the Warranty Period, the full remaining balance which may be drawn under the Letter of Credit, Disbursement Agreement, Performance Bond or Cash Bond, will be released.
- 16. Use of Proceeds:** The County will use funds drawn under the Assurance per ¶2 herein only for the purpose of completing the Improvements or correcting defects in or failure of the Improvements.

OTHER PROVISIONS

- 17. Events of Default:** The following conditions, occurrences or actions will constitute a default by the Developer during the Completion Period or Warranty Period:
- a. Developer's failure to complete any portion of the Improvements in conformance with the County Standards within the Completion or Warranty Periods, as the case may be, and shall fail to cure such default within the Cure Period (or extended Cure Period) after

receipt of written **Notice of Defect** from the County specifying the nature of such defect. The County shall be entitled to undertake such work as may be necessary and appropriate to cure such defect and the County shall be reimbursed for the reasonable costs thereof either by payment of such costs within 30 days of delivery of an invoice to Developer or by obtaining funds under the Assurance set forth in ¶12 herein.

b. Developer's failure to satisfactorily complete each portion of the Improvements within the Completion Period, as documented by the issuance of a **Notice of Noncompliance**, or to remedy defects within the Warranty Period.

c. Notification to County of Developer's insolvency, the appointment of a receiver for the Developer, the filing of a voluntary or involuntary petition in bankruptcy, and the foreclosure of any lien against the Property or a portion of the Property.

18. Measure of Damages: The measure of damages for breach of this Agreement by Developer will be the reasonable cost of satisfactorily completing the Improvements. For Improvements upon which construction has not begun, the estimated costs of Improvements as shown on Cost of Construction PE Estimate will be prima facie evidence of the minimum cost of completion; however, neither that amount nor the Assurance amount shall establish the maximum amount of Developer's liability.

19. County's Rights Upon Default: When any event of default occurs, the County may exercise its rights under the Assurance and contract with a third party for completion of the Improvements. The Developer grants to the County, its successors, assigns, agents, contractors, and employee, a nonexclusive right and easement to enter the Property for the purposes of constructing, installing, maintaining, and repairing such Improvements. Alternatively, the County may assign the proceeds of the Letter of Credit, the Disbursement Agreement, Performance Bond or the Cash Bond to a subsequent party who has acquired the Property by purchase, foreclosure or otherwise who will then have the same rights of completion as the County, if and only if, the subsequent party agrees in writing to complete the unfinished Improvements and provides reasonable Assurances for the obligation. In addition, the County may also revoke certificates of occupancy, issue an Affidavit of Lapse of Improvements Agreement, and/or enjoin the sale, transfer, or conveyance of lots within the Plat or Final Site Plan, until the Improvements are completed and accepted. These remedies are cumulative in nature and are in addition to any other remedies the County has at law or in equity.

20. Indemnification: The Developer expressly agrees to indemnify and hold the County, its employees, agents, and assigns harmless from and against all claims, costs and liability of every kind and nature except those arising out of negligence on the part of the County, its employees, agents, and assigns, for injury or damage received or sustained by any person or

entity in connection with, or on account of the performance of work at the Property pursuant to this Agreement. The Developer further agrees to aid and defend the County.

- 21. No Waiver:** No waiver of any provision of this Agreement will be deemed or constitute a waiver of any other provision, nor will it be deemed or constitute a continuing waiver unless expressly provided for in a written amendment to this Agreement signed by both the County and Developer; nor will the waiver of any default under this Agreement be deemed a waiver of any subsequent default or defaults of the same type. The County's failure to exercise any right under this Agreement will not constitute the approval of any wrongful act by the Developer or the acceptance of any Improvement.
- 22. Amendment or Modification:** The Parties to this Agreement may amend or modify this Agreement only by written instrument executed on behalf of the County by the County Engineer and by the Developer or its authorized officer. Such amendment or modification will be properly notarized and recorded as an amendment to this Agreement, before it may be effective.
- 23. Vested Rights:** The County does not warrant by this Agreement that the Developer is entitled to any other approval(s) required by the County, if any, before the Developer is entitled to commence development of the Property or to transfer ownership of the Property or any portion thereof.
- 24. Third Party Rights:** No person or entity, who or which is not a party to this Agreement, will have any right of action under this Agreement.
- 25. Scope:** This Agreement constitutes the entire agreement between the Parties and no statements, promises or inducements that are not contained in this Agreement will be binding on the Parties.
- 26. Force Majeure:** For the purpose of computing the Completion Period, and time periods for County action, such times in which war, civil disasters, or acts of God occur or exist, will not be included if such times prevent the Developer or County from performing their obligations under this Agreement.
- 27. Severability:** If any part, term, or provision of this Agreement is held by the courts to be illegal or otherwise unenforceable, such illegality or unenforceability will not affect the validity of any other part, term, or provision hereof, and the rights of the Parties will be construed as if the illegal or unenforceable part, term, or provision was never contained within this Agreement.
- 28. Benefits:** The benefits, rights and obligations of this Agreement pertaining to the Developer are personal in nature and may not be assigned without the express written consent of the

County. Such consent may not be unreasonably withheld, but any unapproved assignment is voidable at the option of the County.

29. Binding Effect: This Agreement and the covenants contained herein shall run with the land and shall be binding upon and shall inure to the benefit of the Parties hereto and their successors, heirs and assigns; provided that purchasers of residential lots within the Property or any homeowner's association that receives title to any portion of the Property shall not incur any liability hereunder and no person or entity, including any homeowner's association that receives title to any portion of the Property, may claim to be a third party beneficiary of the terms, conditions, or covenants of this Agreement. This Agreement shall be recorded in the Office of the Summit County Recorder and be on file with the County Engineer. All existing lien holders shall be required to subordinate their liens to the covenants contained in this Agreement.

30. Notice: Any notice required or permitted by this Agreement will be deemed effective either (a) when personally delivered in writing, or (b) seven (7) calendar days after notice is deposited with the U.S. Postal Service, certified, and return receipt requested, and addressed as follows:

If to Developer:

Village Development Group
Matt Lowe
6028 S Ridgeline Dr Suite 203
Ogden, UT 84405

If to County:

Summit County Engineer
60 N. Main Street
P.O. Box 128
Coalville, UT 84017

31. Recordation: The County will record a copy of this Agreement in the Office of the Summit County Recorder, Coalville, Utah.

32. Immunity: Nothing contained in this Agreement constitutes a waiver of the County's sovereign immunity under any applicable state law, including the Governmental Immunity Act of Utah, UCA Title 63G, Chapter 7, as amended.

33. Personal Jurisdiction and Venue: Personal jurisdiction and venue for any civil action commenced by either Party to this Agreement whether arising out of or relating to this Agreement, Letter of Credit, Performance Bond, Disbursement Agreement, or Cash Bond will be deemed to be proper only if action is commenced in the Third District Court for Summit

County, Utah. The Developer expressly waives his right to remove such action to any other court.

34. Release: This Agreement shall be extinguished only through formal acceptance of the Improvements and successful expiration of the Warranty Period per the provisions of this Agreement or through entering into a written Release between the County and the Developer (Exhibit F).

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed per the Effective Date as indicated.

DEVELOPER

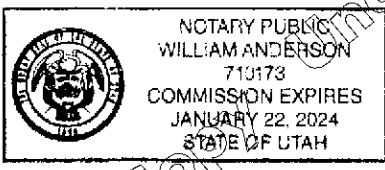
Company Name: Village Development Group

By: Matt Lowe *Matt Lowe* Signature

STATE OF Utah
COUNTY OF _____) ss.

The foregoing instrument was acknowledged before me this 17 day of Sept, by Matt Lowe
Witness my hand and official seal.

My commission expires: Jan 22, 2024



[Signature]
Notary Public

SUMMIT COUNTY

County Manager

By: Thomas C. Fisher Signature

STATE OF UT

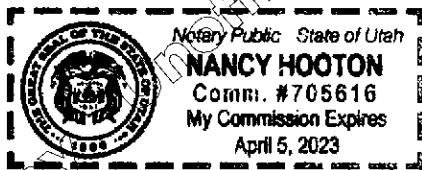
COUNTY OF Summit

The foregoing instrument was acknowledged before me this 25th day of September 2020

by Nancy Hooton

Witness my hand and official seal

My commission expires 4-5-2023



Nancy Hooton
Notary Public

Approved as to form:

[Signature]
Deputy County Attorney

EXHIBIT A

PROPERTY LEGAL DESCRIPTION

Parcel Number SCVC-8

Legal LOT 8 SILVER CREEK VILLAGE CENTER SUBDIVISION; ACCORDING TO THE OFFICIAL PLAT ON FILE IN THE SUMMIT COUNTY RECORDERS OFFICE. CONT 6.22 AC. 2412-1621

EXHIBIT B

SITE IMPROVEMENTS PLAN

(Insert Site Improvements Plan after this Page)

**SILVER CREEK VILLAGE - LOT 8 PHASE 1 SUBDIVISION
CONSTRUCTION DOCUMENTS
SUMMIT COUNTY, UTAH**

**OWNER:
VILLAGE DEVELOPMENT GROUP, INC.
6028 SOUTH RIDGELINE DRIVE
ODGEN, UT 84405**

**SITE ENGINEER:
MULHOLLAND DEVELOPMENT SOLUTIONS
P.O. BOX 680925
PARK CITY, UTAH 84068**

SUBMITTED: AUGUST 11, 2020

NOTES:
1. PERMITS: (A) THE EXISTING BRIDGE SHALL BE REINFORCED PER UTAH RULES § 14-16-206 RSM IN A MANNER AS DESCRIBED TO MAINTAIN THE LOCATION OF THE INTERSECTION OF SILVER CREEK DRIVE AND MOUNTAIN ALDER WAY.

2. ALL MATERIALS AND CONSTRUCTION SHALL CONFORM TO SUMMIT COUNTY DESIGN STANDARDS AND CONSTRUCTION SPECIFICATIONS AND STANDARD DRAWINGS AND TO CONTRACT DOCUMENTS PREPARED FOR THIS PROJECT.

3. THE CONSTRUCTION OF THE WATER SYSTEM IMPROVEMENTS SHALL CONFORM TO THE UTAH ADMINISTRATIVE CODE (RSM-360-401) NEW STANDARDS FOR HEALTH EFFECTS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND CONSTRUCTION OF WATER MAINS FROM SEWERS AND OTHER POLLUTION SOURCES OR (1) REPAIRATION OF WATER MAINS FROM SEWERS AND OTHER POLLUTION SOURCES OR DESIGN STANDARD AND CONSTRUCTION SPECIFICATIONS, WHICHEVER IS MORE APPROPRIATE.

4. THE CONSTRUCTION OF THE WASTEWATER SYSTEM IMPROVEMENTS SHALL CONFORM TO THE BRIDGE DEVELOPMENT PROCEDURES, DESIGN STANDARDS AND CONSTRUCTION SPECIFICATIONS.

5. FINISH GRADES ARE AT ROADWAY CENTERLINE, UNLESS OTHERWISE SPECIFICALLY NOTED.

6. THE ROADWAY IN CUTS SHALL BE SET TO THE SUBGRADE PER SUMMIT COUNTY DESIGN STANDARDS AND CONSTRUCTION SPECIFICATIONS, PRIOR TO TRENCH EXCAVATION.

7. ALL ROADWAY SIDE SLOPES ARE TO BE 4:1 SLOPES EXCEPT WHERE SPECIFICALLY NOTED OTHERWISE, OR AS DIRECTED BY THE ENGINEER.

8. MULHOLLAND DEVELOPMENT SOLUTIONS ASSUMES NO RESPONSIBILITY FOR EXISTING UTILITY LOCATIONS. THE UTILITIES SHOWN ON THESE DRAWINGS HAVE BEEN PLOTTED FROM THE BEST AVAILABLE INFORMATION. IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THE LOCATION OF ALL UTILITIES PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION.

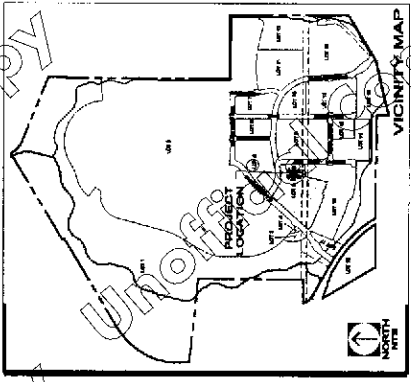
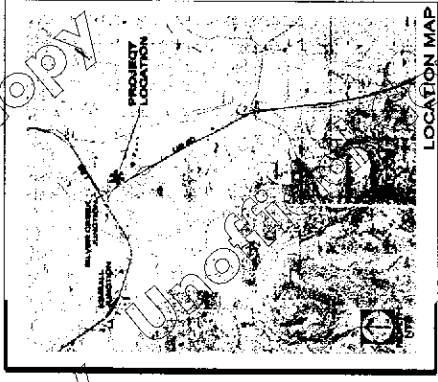
9. CONTRACTOR SHALL CONFINE CONSTRUCTION ACTIVITY TO AREAS WITHIN THE RIGHT-OF-WAY, UTILITY EASEMENTS, AND DESIGNATED STORAGE, STAGING, ACCESS, AND STORAGE AREAS. CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS AND CONSTRUCTION REQUIREMENTS AS SET FORTH HEREIN AND AS REQUIRED BY SUMMIT COUNTY, AND LOCAL LAWS.

10. STABILIZATION MEASURES SHALL BE INITIATED AS SOON AS POSSIBLE IN DISTURBED AREAS. STABILIZATION MEASURES SHALL BE MAINTAINED THROUGHOUT CONSTRUCTION AND PERMANENTLY CEASED BUT IN NO CASE MORE THAN FORTY-FIVE (45) DAYS AFTER CONSTRUCTION ACTIVITY IN THAT PORTION OF THE SITE HAS TEMPORARILY OR PERMANENTLY CEASED.

11. IF SEDIMENT IS TRACKED ONTO PAVED ROADS, THE ROADS AND WORK AREAS WILL BE CLEANED IMMEDIATELY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND CONSTRUCTION REQUIREMENTS AS SET FORTH HEREIN AND AS REQUIRED BY SUMMIT COUNTY, AND LOCAL LAWS. THE SURFACES THE MATERIALS WILL BE MANUALLY REMOVED AND/OR A VACUUM SWEEPER WILL BE USED. IF ACCEPTABLE STANDARDS ARE NOT MET, OPERATIONS WILL CEASE UNTIL CONDITIONS IMPROVE TO THE POINT THAT STANDARDS CAN BE MAINTAINED.

SHEET INDEX

| | |
|-------|--|
| C101 | COVER SHEET |
| C201 | LOT 8 INDEX PLAN |
| C202 | LOT 8 OVERALL SILVER PLAN |
| C203 | LOT 8 OVERALL WATER PLAN |
| C204 | LOT 8 OVERALL GRADINGS & EROSION CONTROL PLAN |
| C205 | LOT 8 SIGNAGE PLAN |
| C206 | PURPLE POPPY LANE PLAN AND PROFILE STA 10+00 - 14+00 |
| C207 | PURPLE POPPY LANE PLAN AND PROFILE STA 14+00 - 15+42.81 |
| C208 | SHASTA DAIRY LANE-EMERGENCY ACCESS ROAD PLAN AND PROFILE STA 10+00 - END |
| C209 | SHASTA DAIRY LANE PLAN AND PROFILE STA 0+00 - 3+00 |
| C210 | SHASTA DAIRY LANE PLAN AND PROFILE STA 3+00 - END |
| C211 | SILVERY LUPINE WAY PLAN AND PROFILE STA 0+00 - END |
| C212 | STANDARD DETAILS |
| C213 | STANDARD DETAILS |
| C214 | STANDARD DETAILS |
| C215 | STANDARD DETAILS |
| LP1.0 | LOT 8 OVERALL LANDSCAPE PLAN |
| LP1.1 | LOT 8 LANDSCAPE PLAN |
| LP1.2 | LOT 8 LANDSCAPE PLAN |
| LP1.3 | LOT 8 LANDSCAPE PLAN |
| LP1.4 | LOT 8 PLANTING PLAN |
| LP1.5 | LOT 8 PLANTING NOTES & LEGEND |
| LP1.6 | LOT 8 PLANTING DETAILS |



**SILVER CREEK VILLAGE CENTER
LOT 8 PHASE 1 SUBDIVISION
CONSTRUCTION DOCUMENTS**

MULHOLLAND DEVELOPMENT SOLUTIONS

DATE: AUGUST 11, 2020
 DRAWN BY: [Name]
 CHECKED BY: [Name]
 PROJECT NO.: [Number]
 SHEET NO.: [Number]
 TOTAL SHEETS: [Number]
 SCALE: [Scale]
 REVISIONS: [List]

COVER SHEET
C101

Know what's below.

Call 811 before you dig.

1-800-4-A-DIG

www.811.org

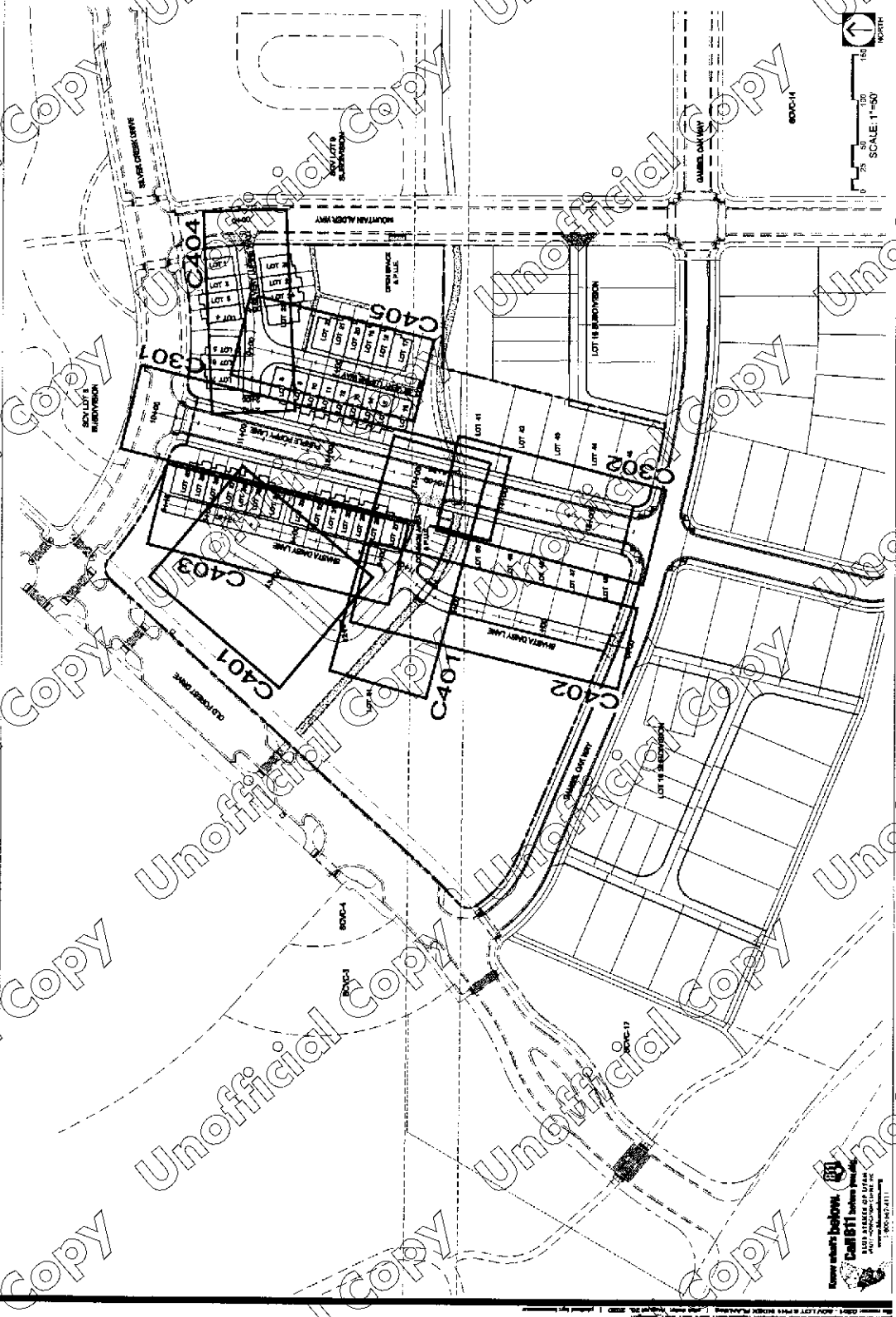
Reviewed by: [Name] (Date: 8/11/2020)
 Drawn by: [Name] (Date: 8/11/2020)

**SILVER CREEK VILLAGE CENTER
LOT 8 PHASE 1 SUBDIVISION
CONSTRUCTION DOCUMENTS**

**HOLLAND
DEVELOPMENT SOLUTIONS**

| | |
|--------------|-----------------|
| DATE: | 11/15/2011 |
| DESIGNED BY: | DAVID W. HARRIS |
| DRAWN BY: | DAVID W. HARRIS |
| CHECKED BY: | DAVID W. HARRIS |
| PROJECT NO.: | 11-001 |
| SCALE: | AS SHOWN |

**LOT 8
INDEX PLAN
C201**



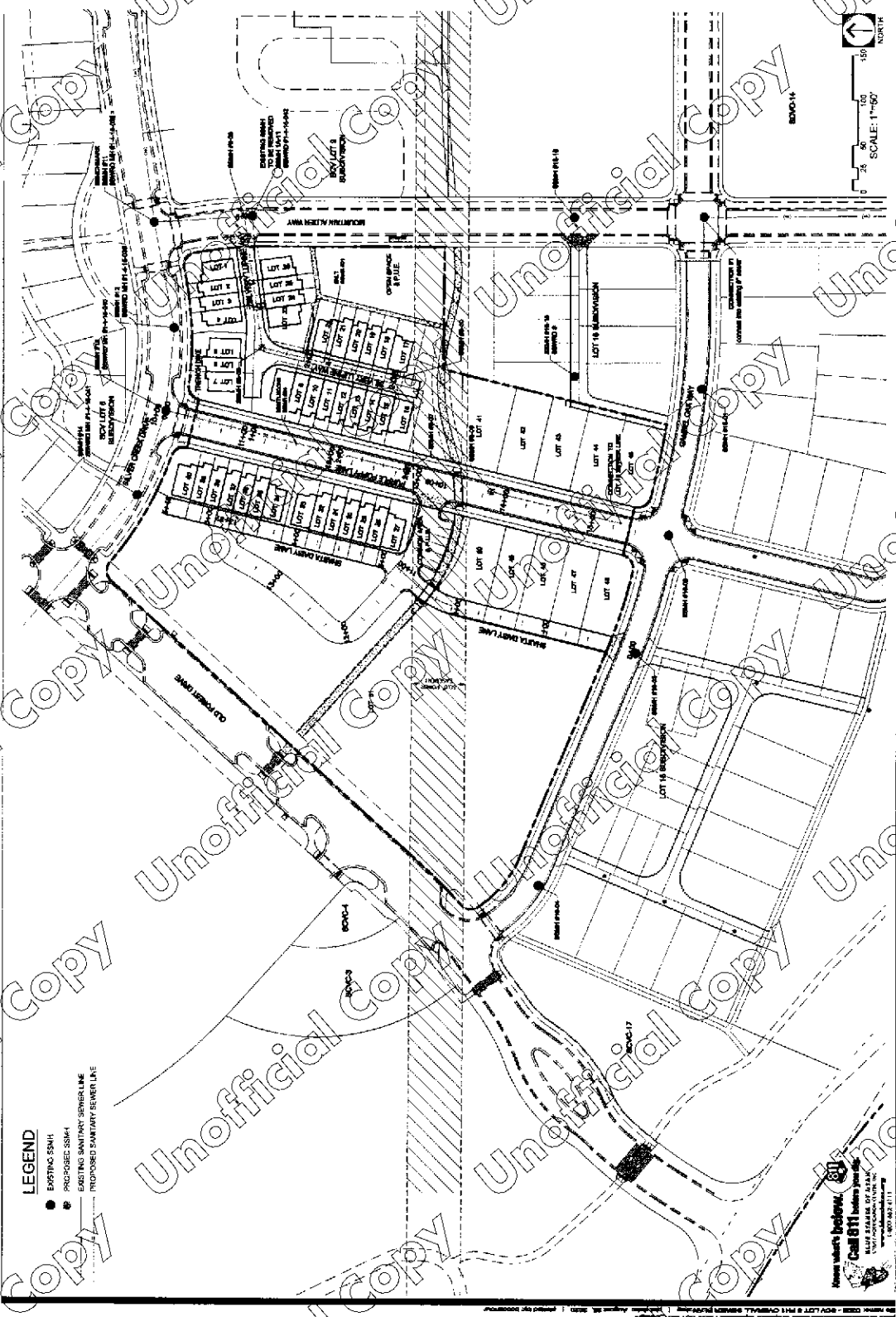
**SILVER CREEK VILLAGE CENTER
LOT 8 PHASE 1 SUBDIVISION
CONSTRUCTION DOCUMENTS**



**M&H HOLLAND
DEVELOPMENT SOLUTIONS**

| | |
|--------------|---------------------------|
| DATE | AUGUST 11, 2010 |
| DESIGNED BY | MMH |
| DRAWN BY | MMH |
| CHECKED BY | MMH |
| PROJECT NO. | 09-010-0001 |
| PROJECT NAME | LOT 8 PHASE 1 SUBDIVISION |
| CLIENT | MMH |

**LOT 8 & SEWER
OVERALL PLAN
C202**

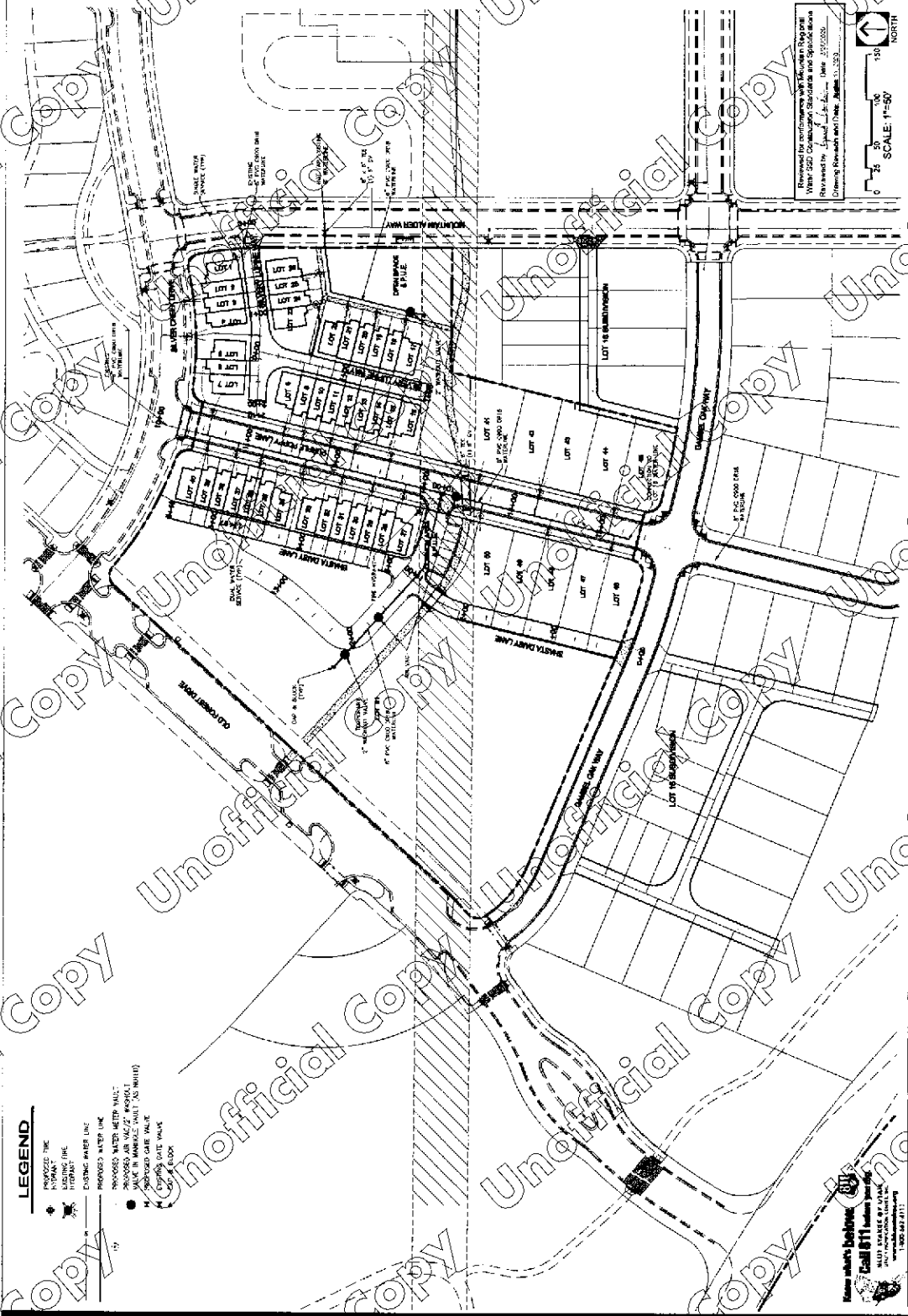


SILVER CREEK VILLAGE CENTER
LOT 8 PHASE 1 SUBDIVISION
CONSTRUCTION DOCUMENTS



| | |
|------|-------------|
| DATE | APPROVED BY |
| DATE | APPROVED BY |
| DATE | APPROVED BY |
| DATE | APPROVED BY |
| DATE | APPROVED BY |

LOT 8 WATER
OVERALL PLAN
C203



- LEGEND
- PROPOSED WATER MAIN
- PROPOSED SEWER MAIN
- EXISTING WATER MAIN
- EXISTING SEWER MAIN
- PROPOSED WATER MAIN
- PROPOSED SEWER MAIN
- EXISTING WATER MAIN
- EXISTING SEWER MAIN
- PROPOSED WATER MAIN
- PROPOSED SEWER MAIN
- EXISTING WATER MAIN
- EXISTING SEWER MAIN

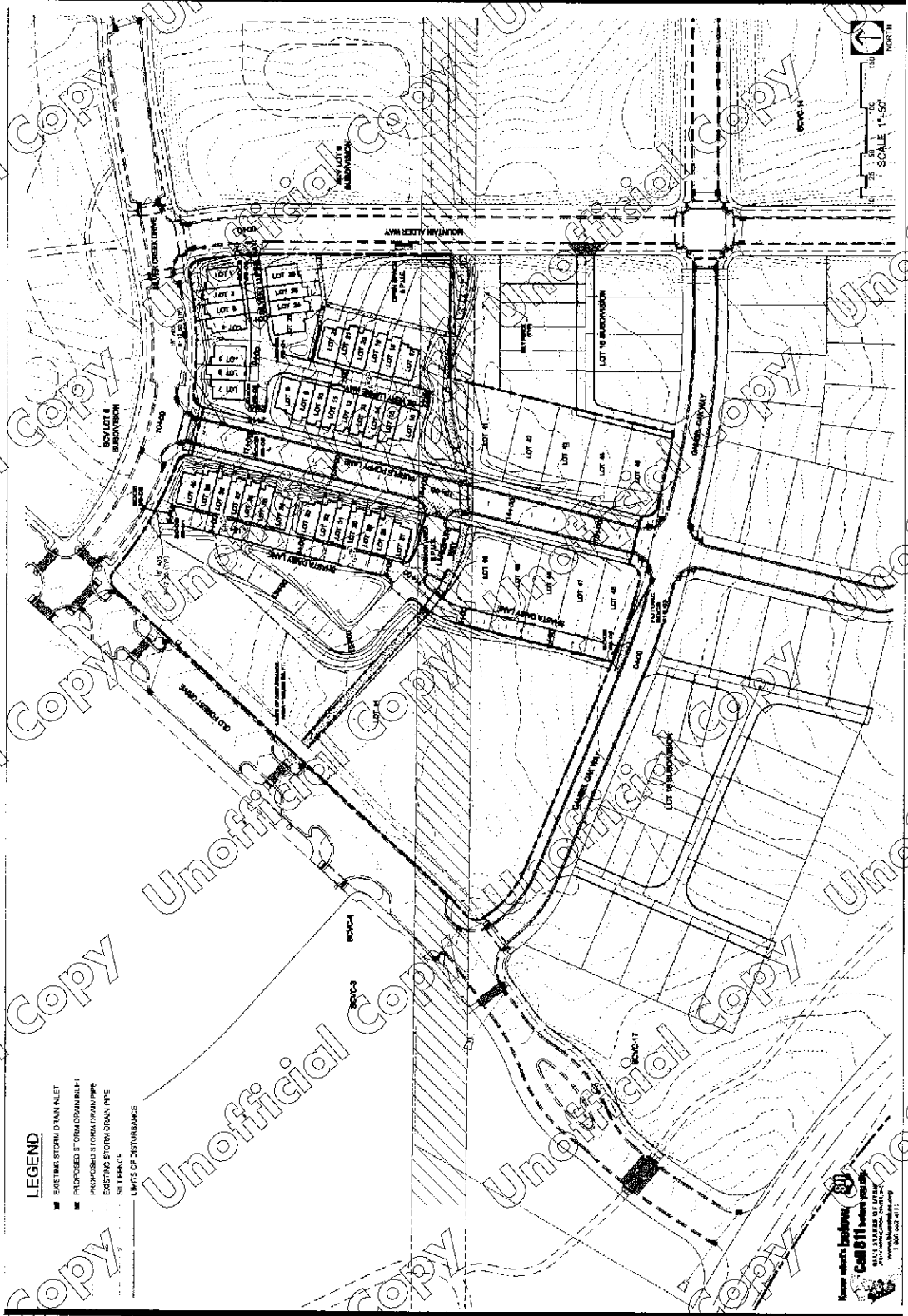
Scale: 1"=80'
North Arrow
Professional Engineer Seal

SILVER CREEK VILLAGE CENTER
 LOT 8 PHASE 3 SUBDIVISION
 CONSTRUCTION DOCUMENTS



| | |
|--------------|---------------|
| DATE | APPROVED DATE |
| DESIGNED BY | DRAWN BY |
| PROJECT NO. | SCALE |
| PROJECT NAME | CD |
| BY | |

SHEET TITLE:
 LOT 8 OVERALL
 IMPROVEMENT
 CONTROL PLAN
 SHEET NUMBER:
C204



- LEGEND**
- EXISTING STORM DRAIN INLET
 - PROPOSED 3" DRAIN (MIN. 4" x 4")
 - PROPOSED STORM DRAIN PIPE
 - EXISTING STORM DRAIN PIPE
 - SILT FENCE
 - LIMITS OF DISTURBANCE

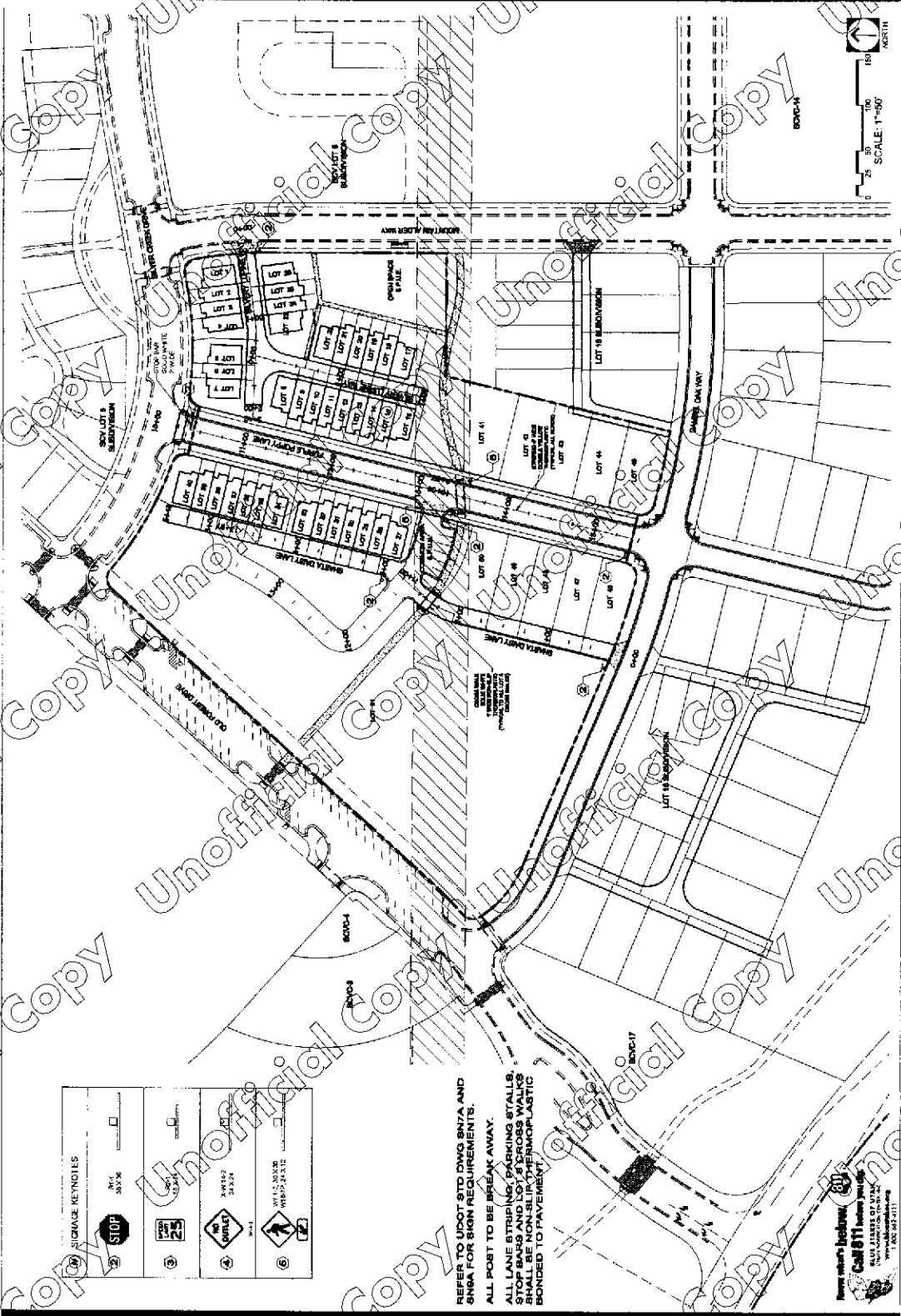
Have your search list ready!
 Call 811 before you dig
 ALL STATES OF ILLINOIS
 www.missouri.gov
 1-800-368-3111

**SILVER CREEK VILLAGE CENTER
LOT 8 PHASE 1 SUBDIVISION
CONSTRUCTION DOCUMENTS**

**MULHOLLAND
PROFESSIONAL SERVICES**

**LOT 8
SIGNAGE PLAN
SHEET NUMBER
C-205**

| | |
|-------------|--------------|
| DATE | APPROVED BY |
| DRAWING NO. | ENGINEER |
| PROJECT NO. | PROJECT NAME |
| SCALE | DATE |
| BY | DATE |
| BY | DATE |



SIGNAGE KEYNOTES

| | | |
|---|------|-------------|
| 1 | STOP | N.C. 317.36 |
| 2 | STOP | N.C. 317.36 |
| 3 | STOP | N.C. 317.36 |
| 4 | STOP | N.C. 317.36 |
| 5 | STOP | N.C. 317.36 |
| 6 | STOP | N.C. 317.36 |

REFER TO UDOT STD DWG SMTA AND
SMTA FOR SIGN REQUIREMENTS.
ALL POST TO BE BREAK AWAY.
ALL LANE STRIPING, PARKING STALLS,
STOP BARS AND LOT CROSS WALKS
SHALL BE NON-SLIP THERMOPLASTIC
BONDED TO PAVEMENT.

Summit County
Call 811 before you dig
800-441-4343
www.summitcountycolorado.gov

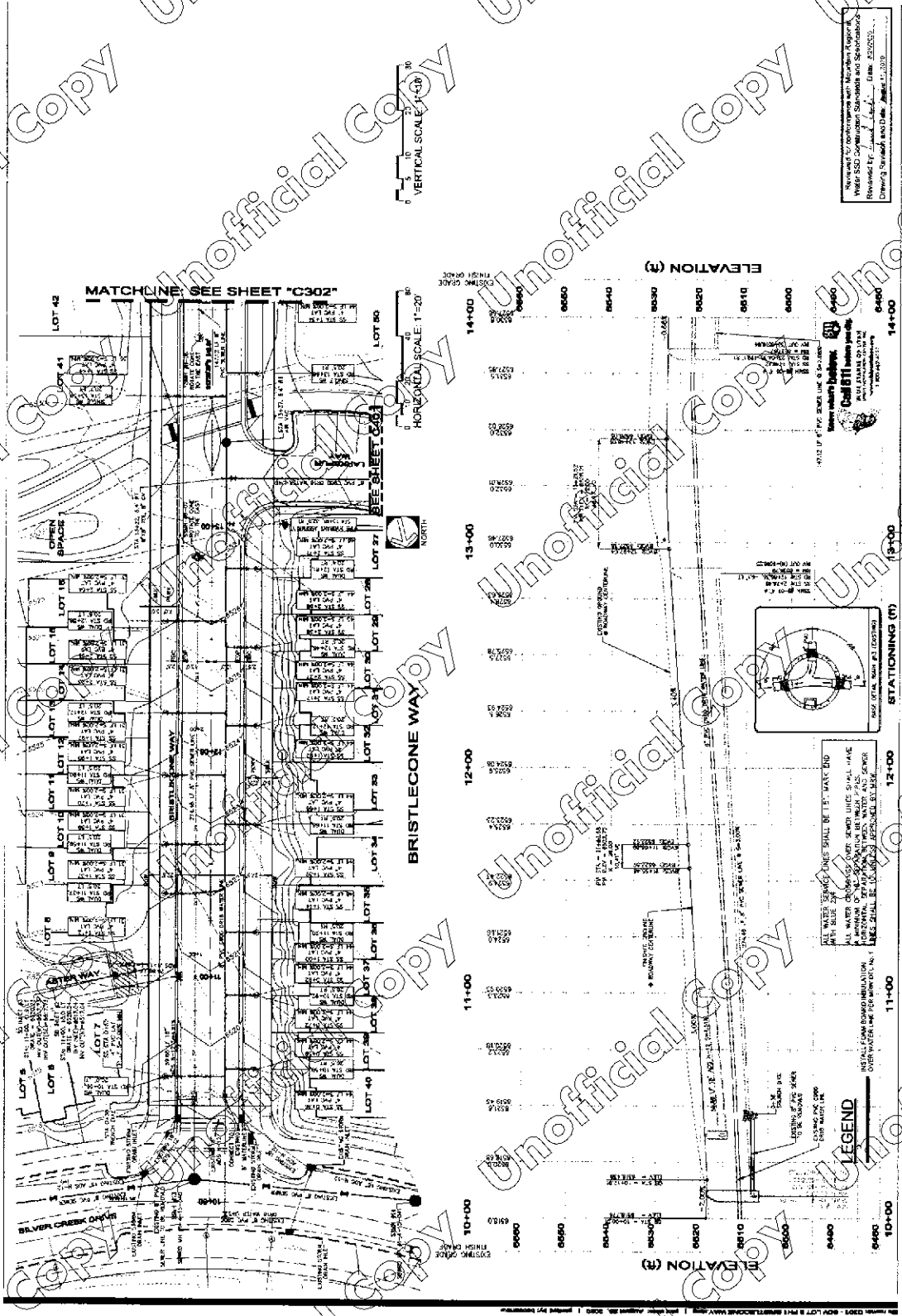
SILVER CREEK VILLAGE CENTER
 LOT 8 PHASE 1 SUBDIVISION
 CONSTRUCTION DOCUMENTS



| | |
|---------------|-----------------------------|
| DATE: | NOVEMBER 18, 2019 |
| CONTRACT NO.: | |
| DRAWN BY: | W. HUGHES |
| REVIEWED BY: | W. HUGHES |
| PROJECT NO.: | 2019-001 |
| PROJECT NAME: | SILVER CREEK VILLAGE CENTER |
| CD: | |

SHEET NO. 11
 BRISTLECONE WAY
 PLAN & PROFILE
 STA 10+00 - 14+00
 PROJECT NUMBER: C-301

Submitted to: Summit County Board of Directors
 1000 North 100th Street, Suite 100
 Loveland, CO 80538
 Prepared by: J. Hollander, P.E.
 Drawing Scale: 1" = 40'
 Drawing Date: June 11, 2019



**SILVER CREEK VILLAGE CENTER
LOT 8 PHASE 1 SUBDIVISION
CONSTRUCTION DOCUMENTS**

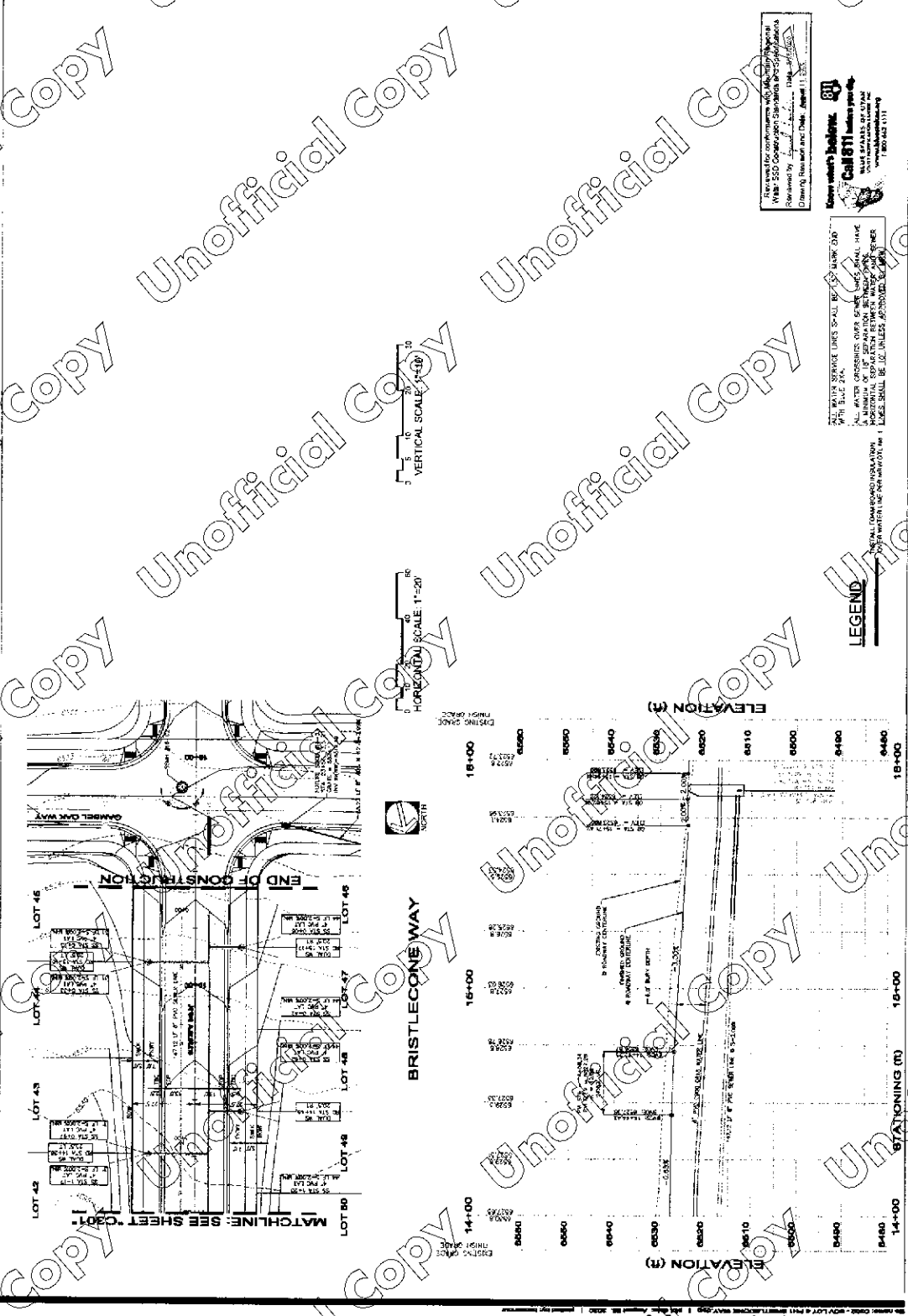
**MULHOLLAND
DEVELOPMENT SOLUTIONS**



| | |
|--------------------|-------------------|
| DATE: | APPROVED BY: |
| DRAWN BY: | REVISIONS: |
| PROJECT NO.: | SCALE: |
| PROJECT NAME: | PROJECT LOCATION: |
| PROJECT NUMBER: | PROJECT ADDRESS: |
| PROJECT CITY: | PROJECT STATE: |
| PROJECT COUNTY: | PROJECT ZIP: |
| PROJECT ELEVATION: | PROJECT AREA: |
| PROJECT PERMITS: | PROJECT STATUS: |
| PROJECT CONTACT: | PROJECT PHONE: |
| PROJECT FAX: | PROJECT EMAIL: |
| PROJECT WEBSITE: | PROJECT URL: |

**BRISTLECONE WAY
PLAN & PROFILE
STA 14+00-16+42.91**

C302



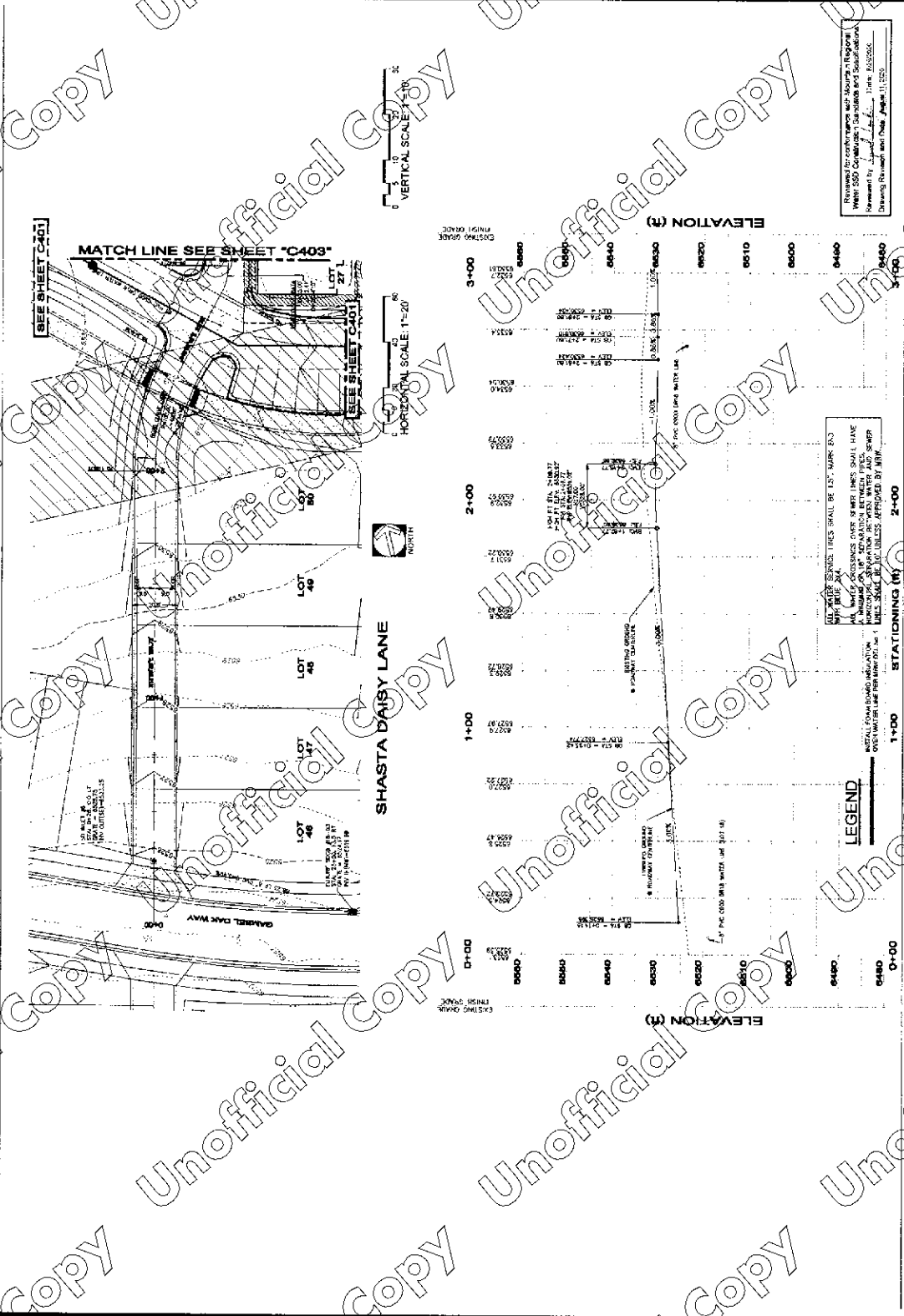
**SILVER CREEK VILLAGE CENTER
LOT 8 PHASE 1 SUBDIVISION
CONSTRUCTION DOCUMENTS**

**HOLLAND
REGULATORY SOLUTIONS**



| | |
|--------------|-----------------|
| DATE: | AUGUST 15, 2023 |
| DRAWN BY: | W. J. HOLLAND |
| CHECKED BY: | W. J. HOLLAND |
| PROJECT NO.: | 23-001 |
| SCALE: | AS SHOWN |
| CD: | |
| DESCRIPTION: | |

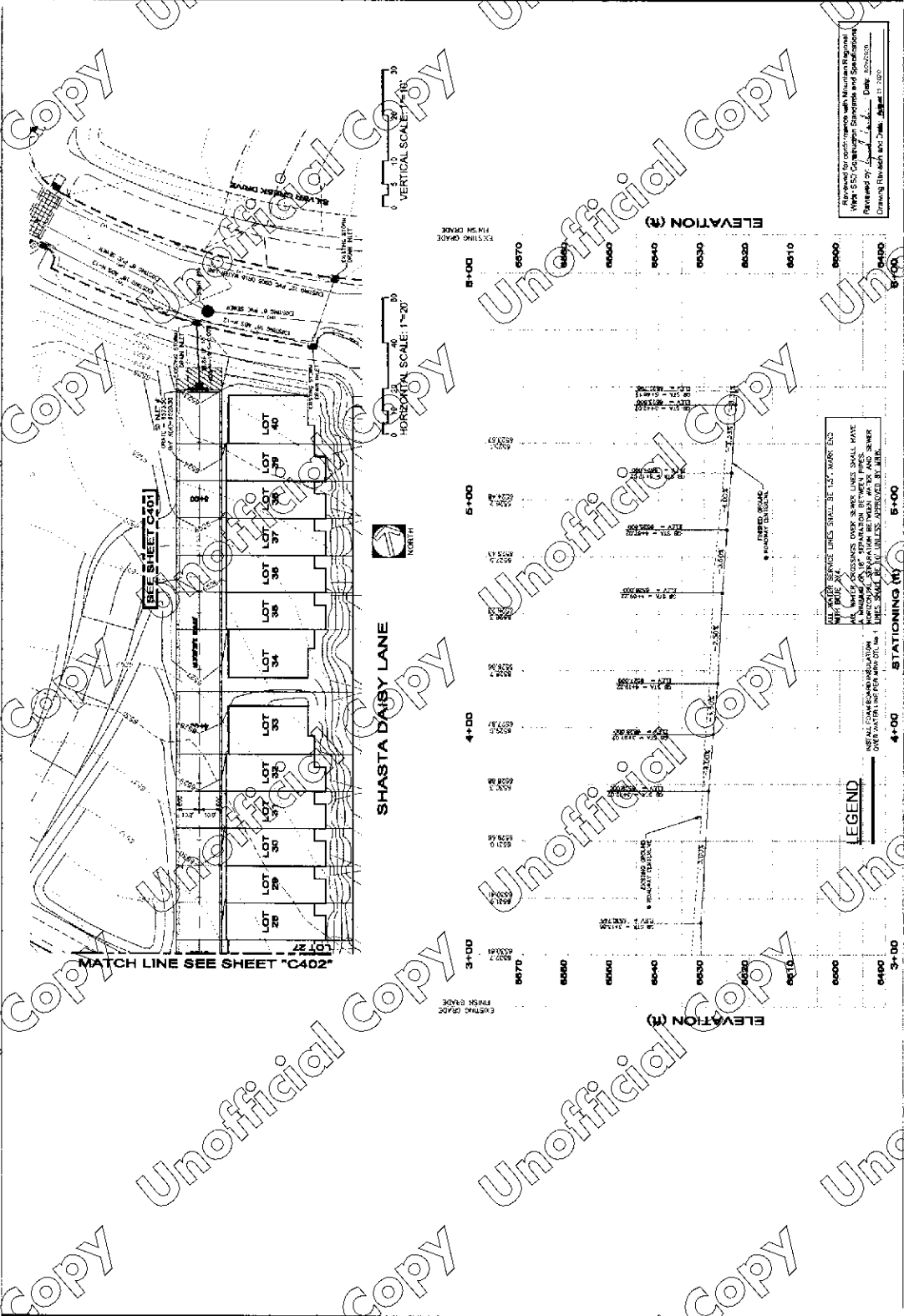
**PROJECT TITLE:
SHASTA DAISY LANE
PLAN & PROFILE
STA 0+00 - 3+00
SHEET NUMBER:
C402**



**SILVER CREEK VILLAGE CENTER
LOT 8 PHASE 1 SUBDIVISION
CONSTRUCTION DOCUMENTS**

**M. HOLLAND
DEVELOPMENT SOLUTIONS**

| | |
|--------------|------------|
| DATE: | APRIL 2018 |
| DESIGNED BY: | BRADLEY |
| DRAWN BY: | BRADLEY |
| CHECKED BY: | BRADLEY |
| PROJECT NO.: | 18-001 |
| SCALE: | AS SHOWN |
| DATE: | APRIL 2018 |
| PROJECT NO.: | 18-001 |
| SCALE: | AS SHOWN |
| DATE: | APRIL 2018 |
| PROJECT NO.: | 18-001 |
| SCALE: | AS SHOWN |
| DATE: | APRIL 2018 |
| PROJECT NO.: | 18-001 |
| SCALE: | AS SHOWN |
| DATE: | APRIL 2018 |
| PROJECT NO.: | 18-001 |
| SCALE: | AS SHOWN |
| DATE: | APRIL 2018 |
| PROJECT NO.: | 18-001 |
| SCALE: | AS SHOWN |



**SILVER CREEK VILLAGE CENTER
LOT 8 PHASE 1 SUBDIVISION
CONSTRUCTION DOCUMENTS**

**HOLLAND
DEVELOPMENT SOLUTIONS**

DATE: 01/20/2011
 CHECKED BY: []
 DESIGNED BY: []
 DRAWN BY: []
 PROJECT NO.: []
 SHEET NO.: []

C404

**SILVER CREEK VILLAGE CENTER
LOT 8 PHASE 1 SUBDIVISION
PLAN & PROFILE
STA 0+00 - 2+00**



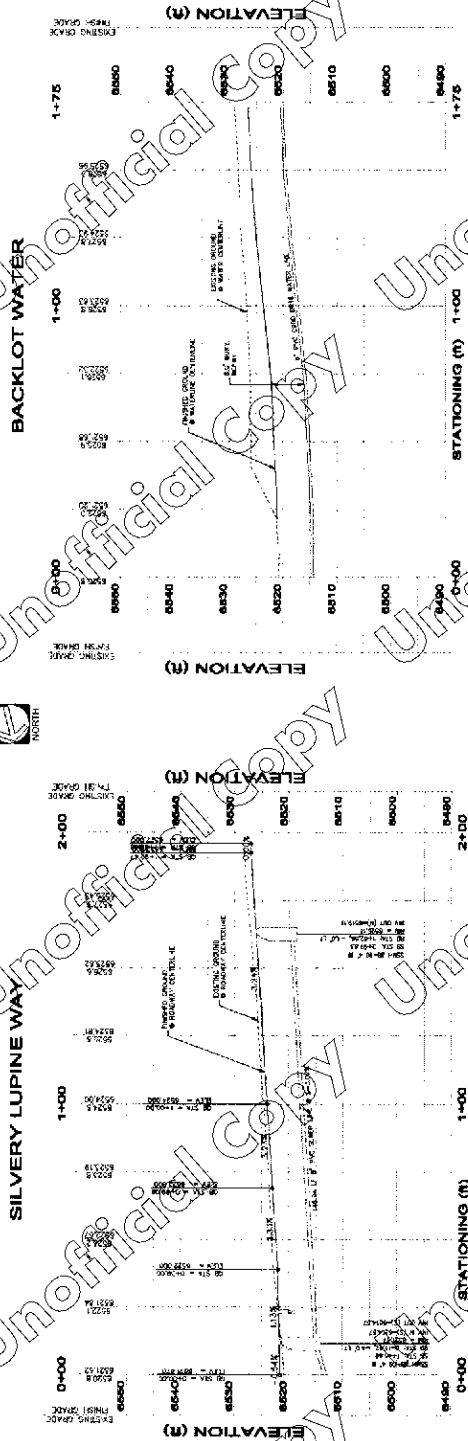
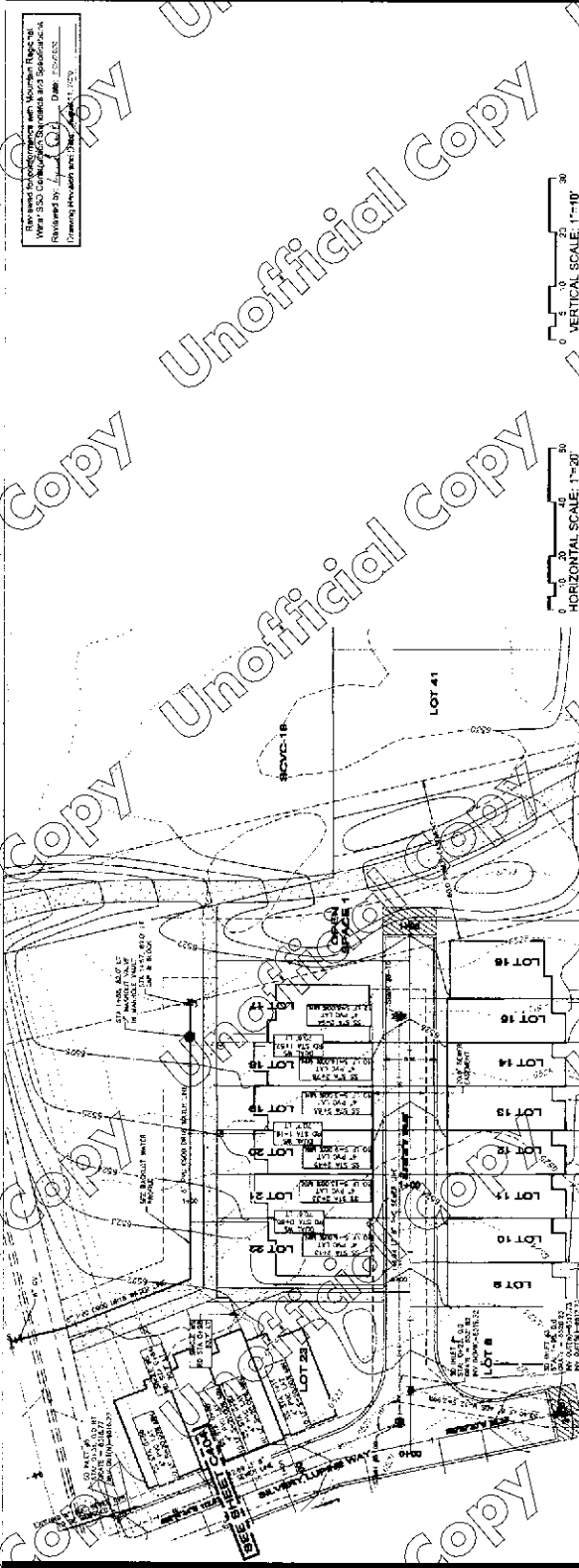
Reviewed by: [Signature] Date: 10/27/2011
Checked by: [Signature] Date: 10/27/2011
Drawing Produced by: [Signature] Date: 10/27/2011

SILVER CREEK VILLAGE CENTER
LOT 8 PHASE 1 SUBDIVISION
CONSTRUCTION DOCUMENTS



DATE: 10/27/2011
PROJECT NO.: 11-0001
DRAWING BY: [Signature]
CHECKED BY: [Signature]
SCALE: AS SHOWN
SHEET NO.: 1 OF 1
SHEET TOTALS: 1 OF 1

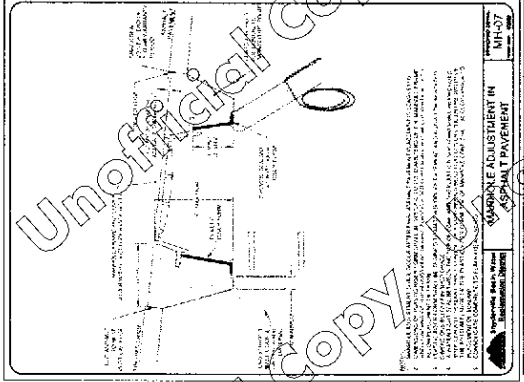
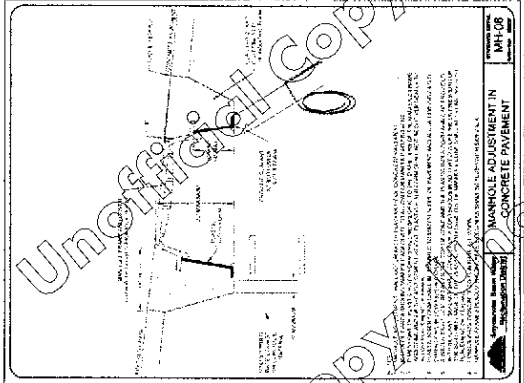
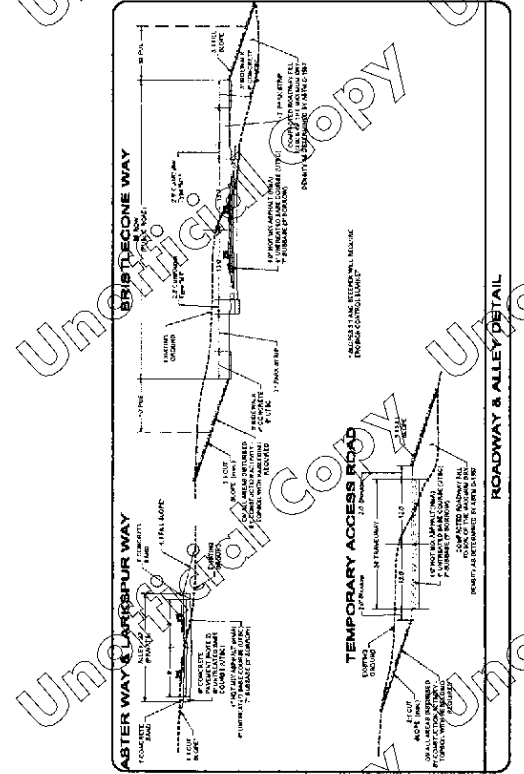
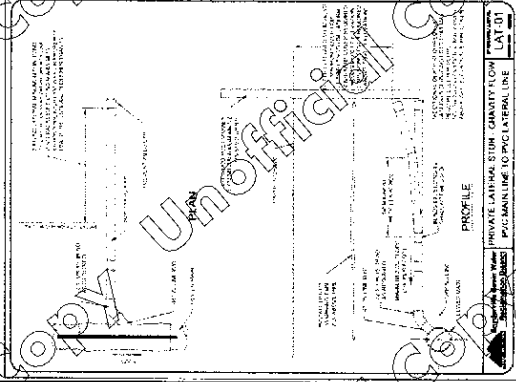
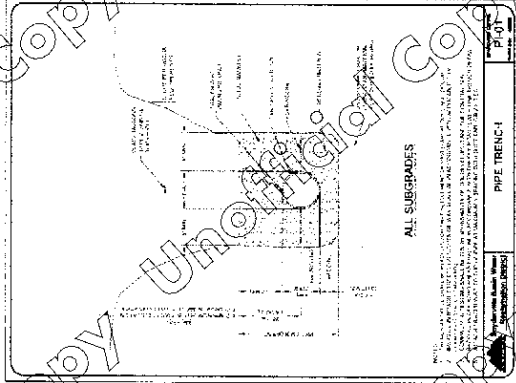
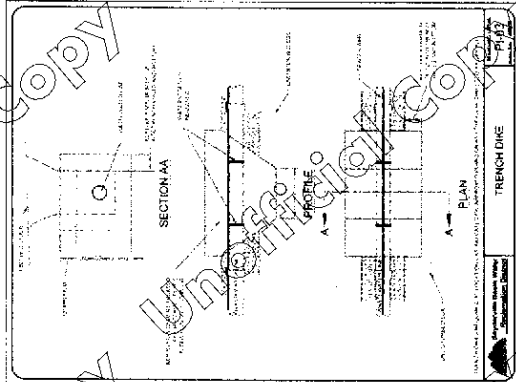
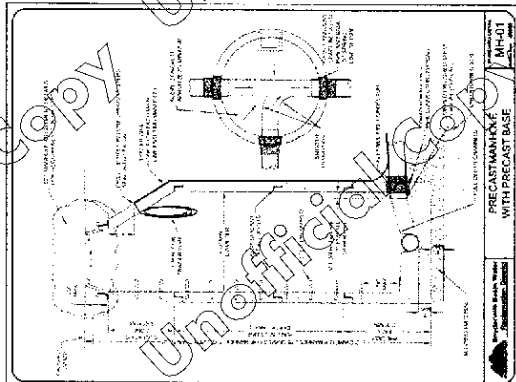
SILVER LUPINE WAY
PLAN & PROFILE
STA 0+00 - END
SHEET NUMBER: C405



SILVER CREEK VILLAGE CENTER
LOT 8 PHASE 1 SUBDIVISION
CONSTRUCTION DOCUMENTS



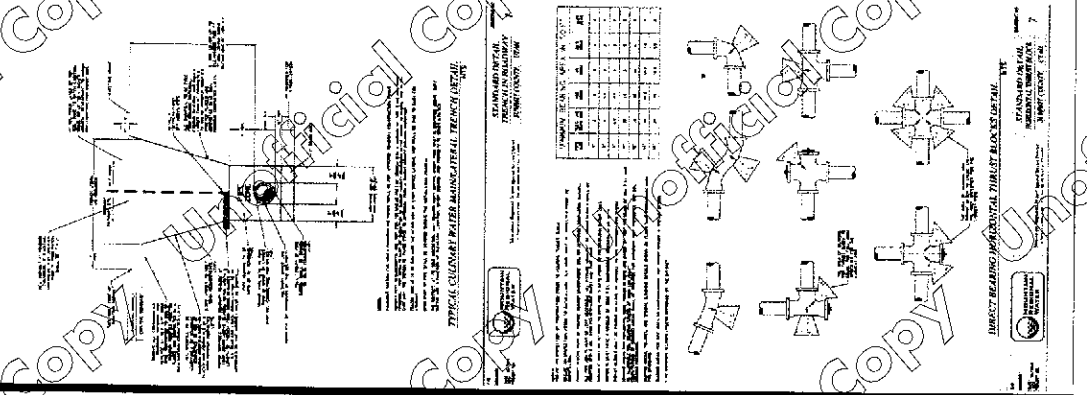
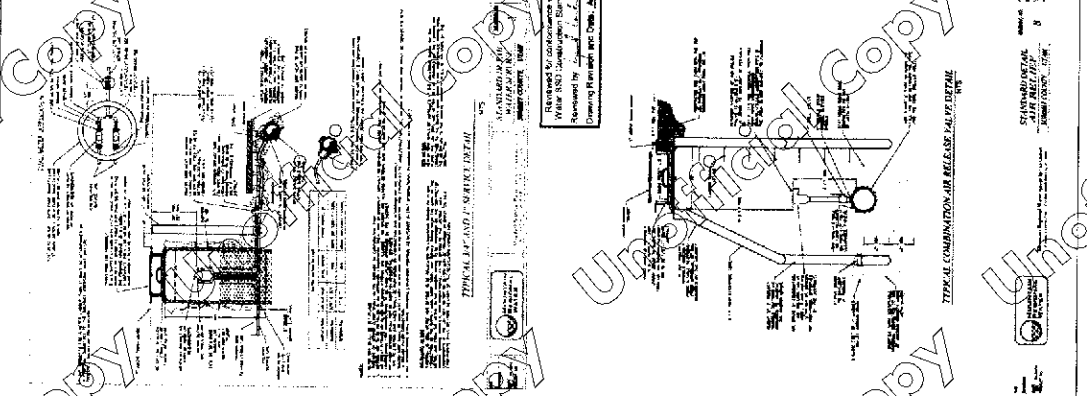
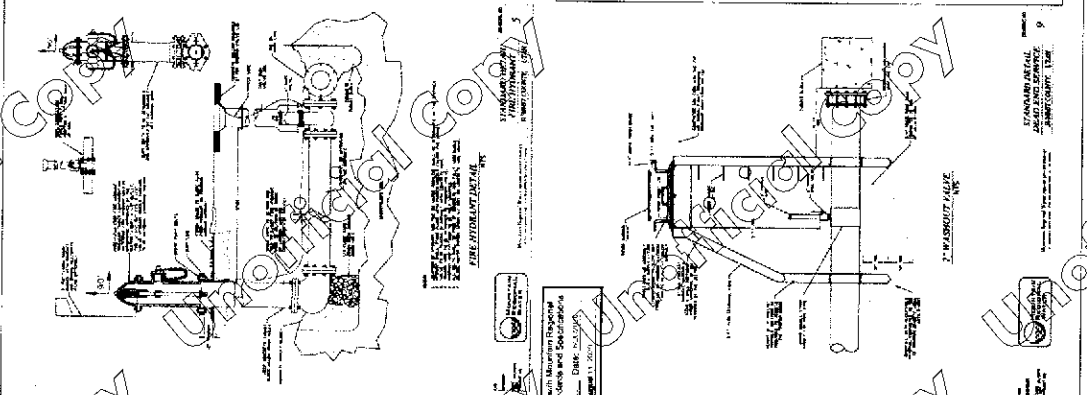
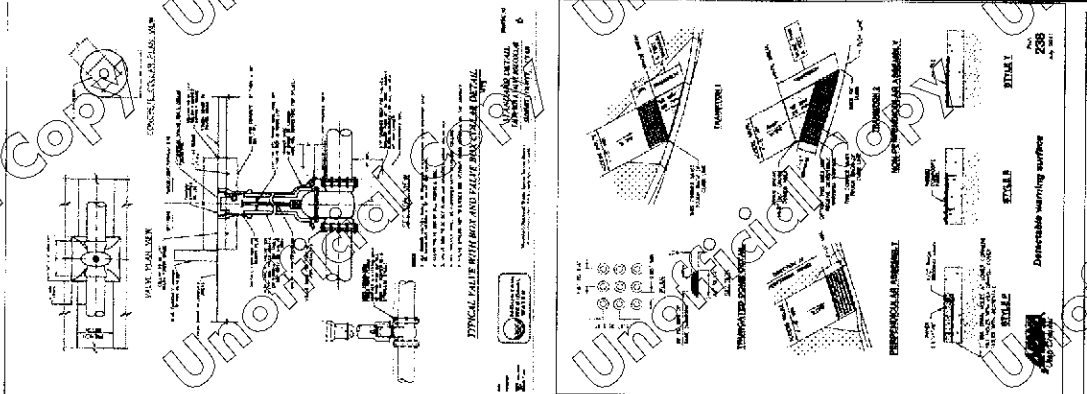
| | |
|-------------------|------------------|
| DATE: | APRIL 16, 2014 |
| DESIGNER: | AMANDA L. HARRIS |
| CHECKED BY: | AMANDA L. HARRIS |
| PROJECT NO.: | 14-001 |
| SCALE: | AS SHOWN |
| REVISIONS: | |
| APPROVED BY: | |
| STANDARD DETAILS: | |
| PROJECT NO.: | C501 |



SILVER CREEK VILLAGE CENTER
 LOT 8 PHASE 4 SUBDIVISION
 CONSTRUCTION DOCUMENTS

| | |
|--------------|--|
| DATE: | |
| DESIGNED BY: | |
| DRAWN BY: | |
| CHECKED BY: | |
| PROJECT NO.: | |
| SHEET NO.: | |
| DATE: | |
| SCALE: | |

STANDARD DETAILS
 C-502



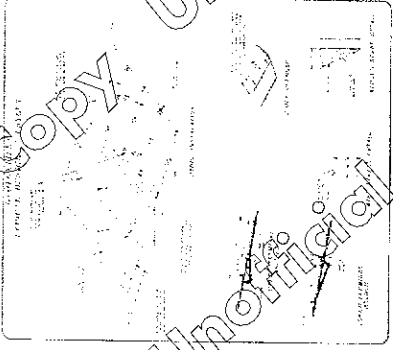
| NO. | DESCRIPTION | DATE |
|-----|--------------------|---------|
| 1 | ISSUED FOR BIDDING | 12/2014 |
| 2 | | |
| 3 | | |
| 4 | | |
| 5 | | |
| 6 | | |
| 7 | | |

STANDARD METAL AIR RELEASE VALVE PER 905 CONSTRUCTION SPECIFICATIONS AND SUBSTITUTIONS. DATED: 12/2014.

SILVER CREEK VILLAGE CENTER LOT 8 PHASE 1 SUBDIVISION CONSTRUCTION DOCUMENTS



| | |
|---------------------|---|
| DATE | 10/27/2020 |
| PROJECT NO. | 20-1084 |
| DRAWING NO. | 1000 |
| PROJECT NAME | SILVER CREEK VILLAGE CENTER LOT 8 PHASE 1 SUBDIVISION |
| DESIGNED BY | ... |
| CHECKED BY | ... |
| DATE | ... |
| SCALE | ... |
| PROJECT LOCATION | ... |
| CLIENT | ... |
| ENGINEER | ... |
| STANDARD DETAILS | ... |
| C5503 | ... |

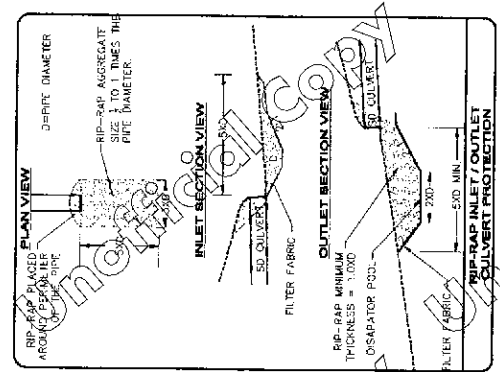
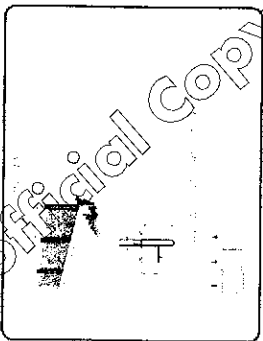
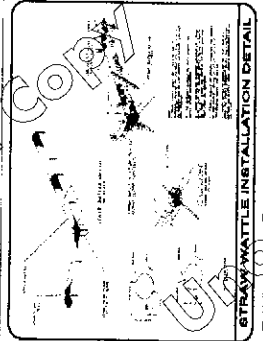


NATIVE GRASS MIXTURE

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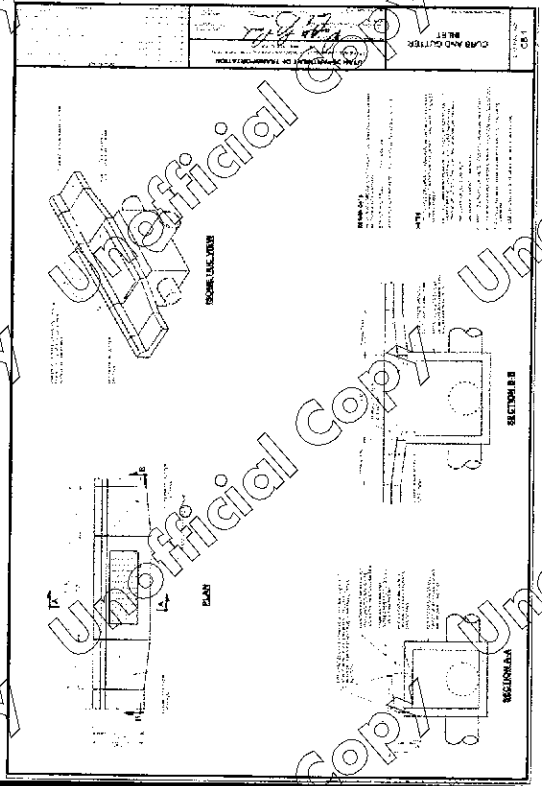
VEGETATION SPECIFICATIONS

...




STANDARD CONSTRUCTION AGREEMENT

...



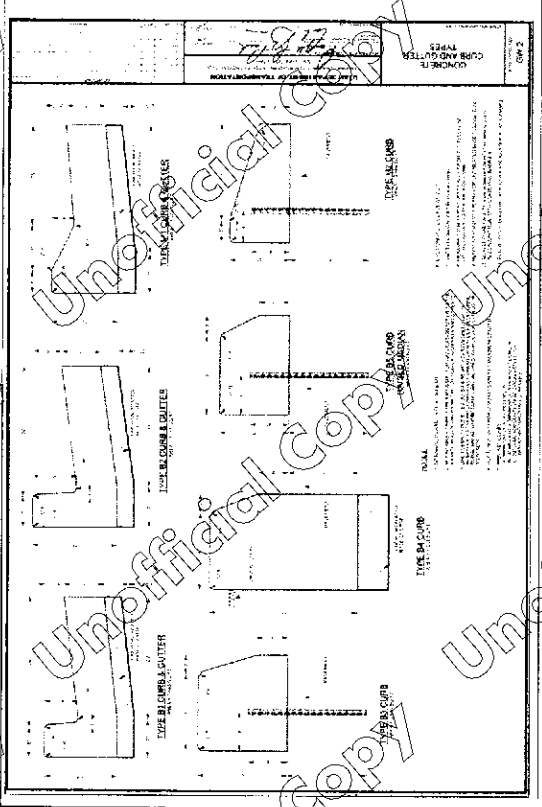
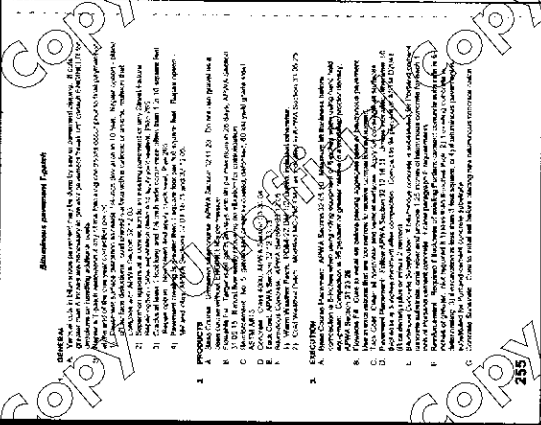
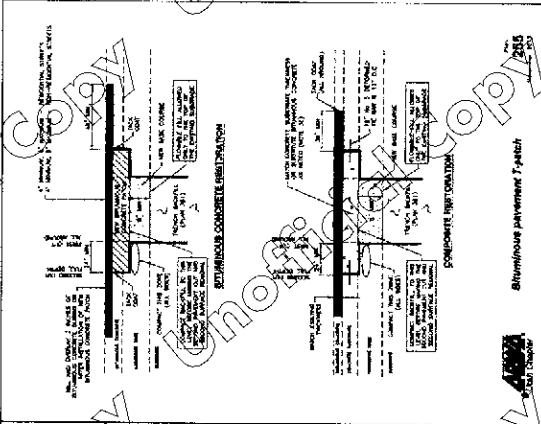
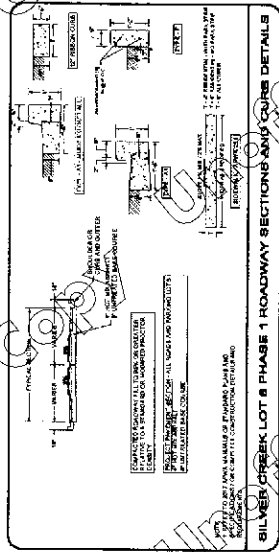
SILVER CREEK VILLAGE CENTER
LOT 8 PHASE 1 SUBDIVISION
CONSTRUCTION DOCUMENTS

HOLLAND DEVELOPMENT



| | |
|----------------|-----------------------------|
| DATE | JAN 20 2011 |
| CHECKED BY | JAMES W. GAY |
| DESIGNED BY | BROOKLYN |
| PROJECT NO. | 1000000000 |
| PROJECT NAME | SILVER CREEK VILLAGE CENTER |
| PROJECT NUMBER | C-504 |

STANDARD DETAILS
SHEET NUMBER



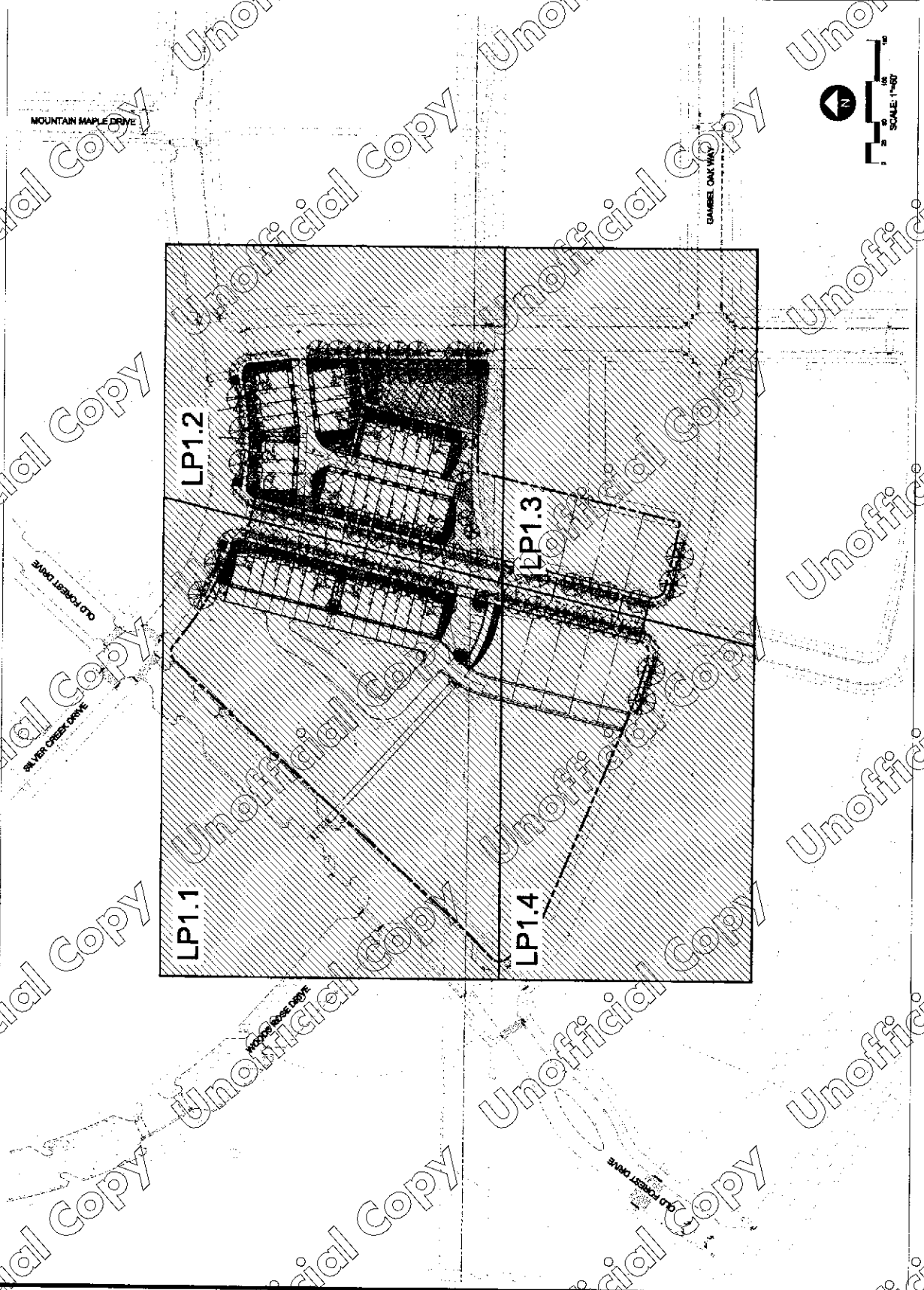


SILVER CREEK VILLAGE
LOT 8 PHASE 1
 SUMMIT COUNTY, UTAH

PROJECT NO:
 VILLAGE DEVELOPMENT
 PROJECT NO. 01152085
 PHASE 1 - LOT 8
 PREPARED BY: LDG

| | |
|-------------|----------------|
| DATE: | 08/20/2018 |
| DRAWN BY: | LDG |
| CHECKED BY: | LDG |
| SCALE: | AS SHOWN |
| TITLE: | LANDSCAPE PLAN |
| DATE: | 08/20/2018 |

LOT 8 OVERALL LANDSCAPE PLAN
LP1.0



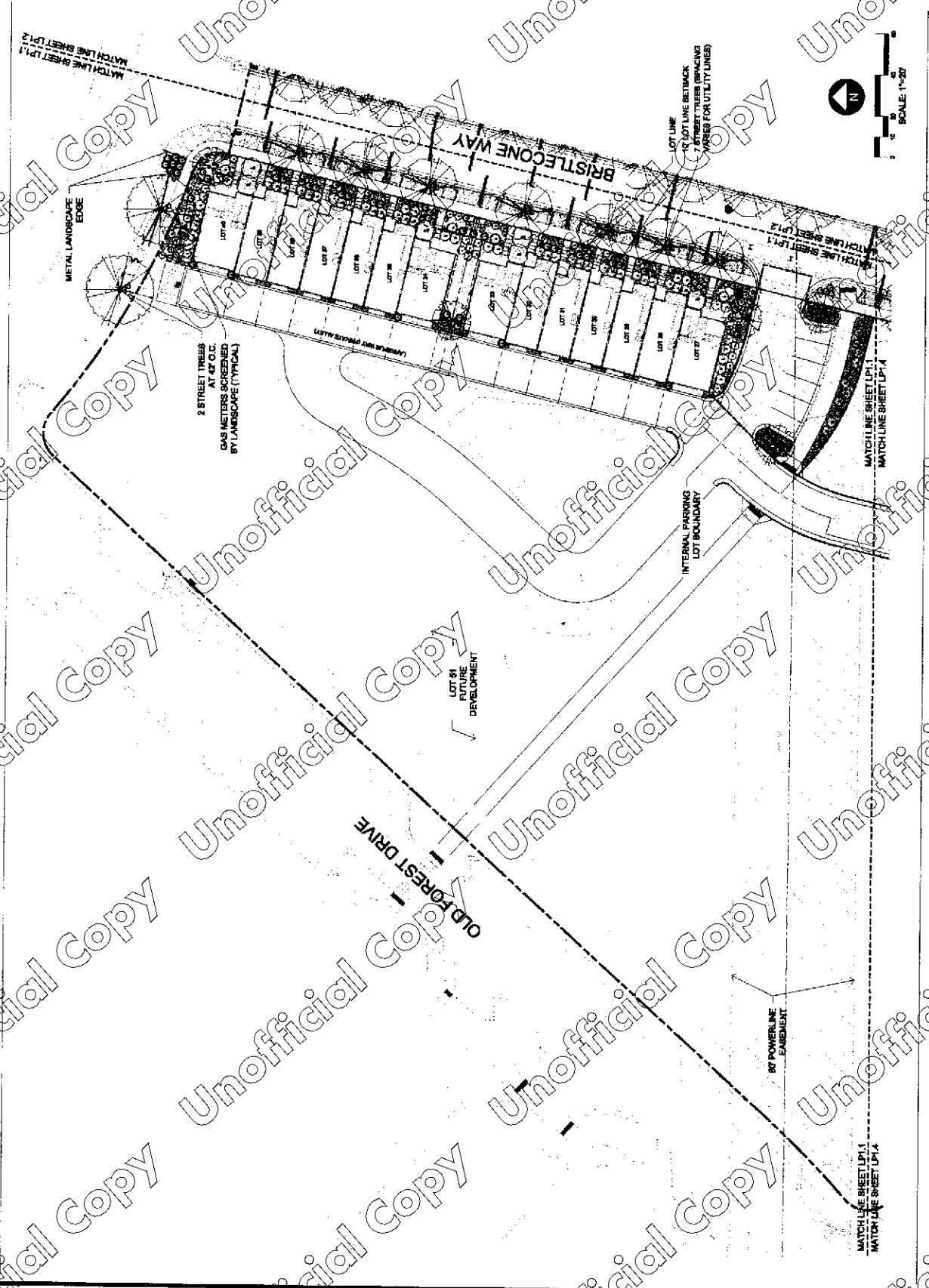


SUMMIT COUNTY, UTAH

SILVER CREEK VILLAGE

LOT 8 PHASE 1

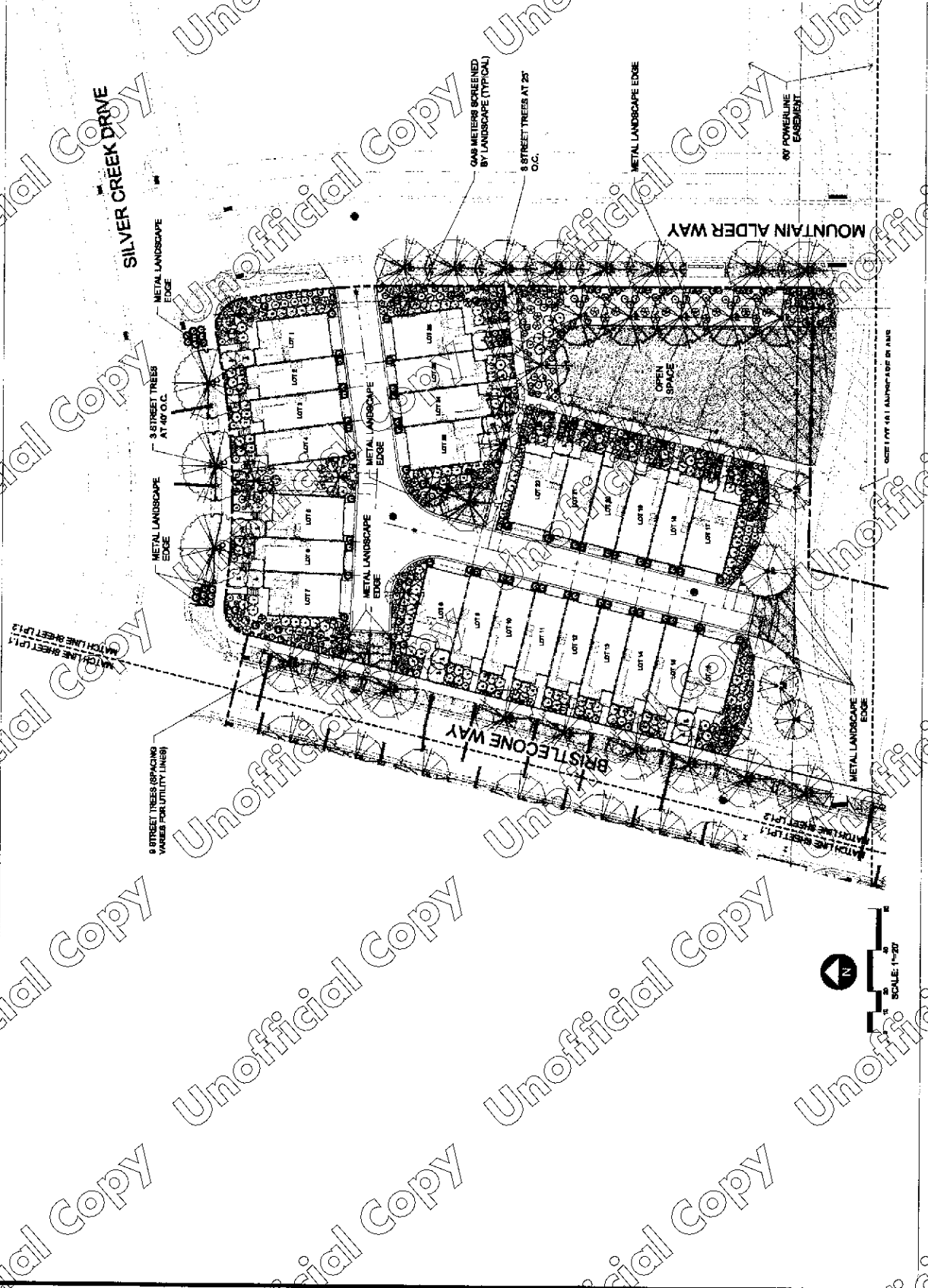
PROJECT NUMBER: 01152085
 PROJECT NAME: SILVER CREEK VILLAGE LOT 8 PHASE 1
 PROJECT LOCATION: 4300 S. FOREST DRIVE, SUMMIT COUNTY, UTAH
 DATE: 11/15/20
 PREPARED BY: J. HARRIS
 CHECKED BY: J. HARRIS
 APPROVED BY: J. HARRIS
 DATE: 11/15/20
 SHEET TITLE: LOT 8 LANDSCAPE PLAN
 SHEET NUMBER: LP1.1





SILVER CREEK VILLAGE
LOT 8 PHASE 1
 SUMMIT COUNTY, UTAH

| | |
|--|--------------|
| DATE: | REVISION: |
| DRAWN BY: | CHECKED BY: |
| DESIGNED BY: | APPROVED BY: |
| PROJECT: | SCALE: |
| SHEET TITLE: LOT 8 LANDSCAPE PLAN | |
| PROJECT NUMBER: LP1.2 | |



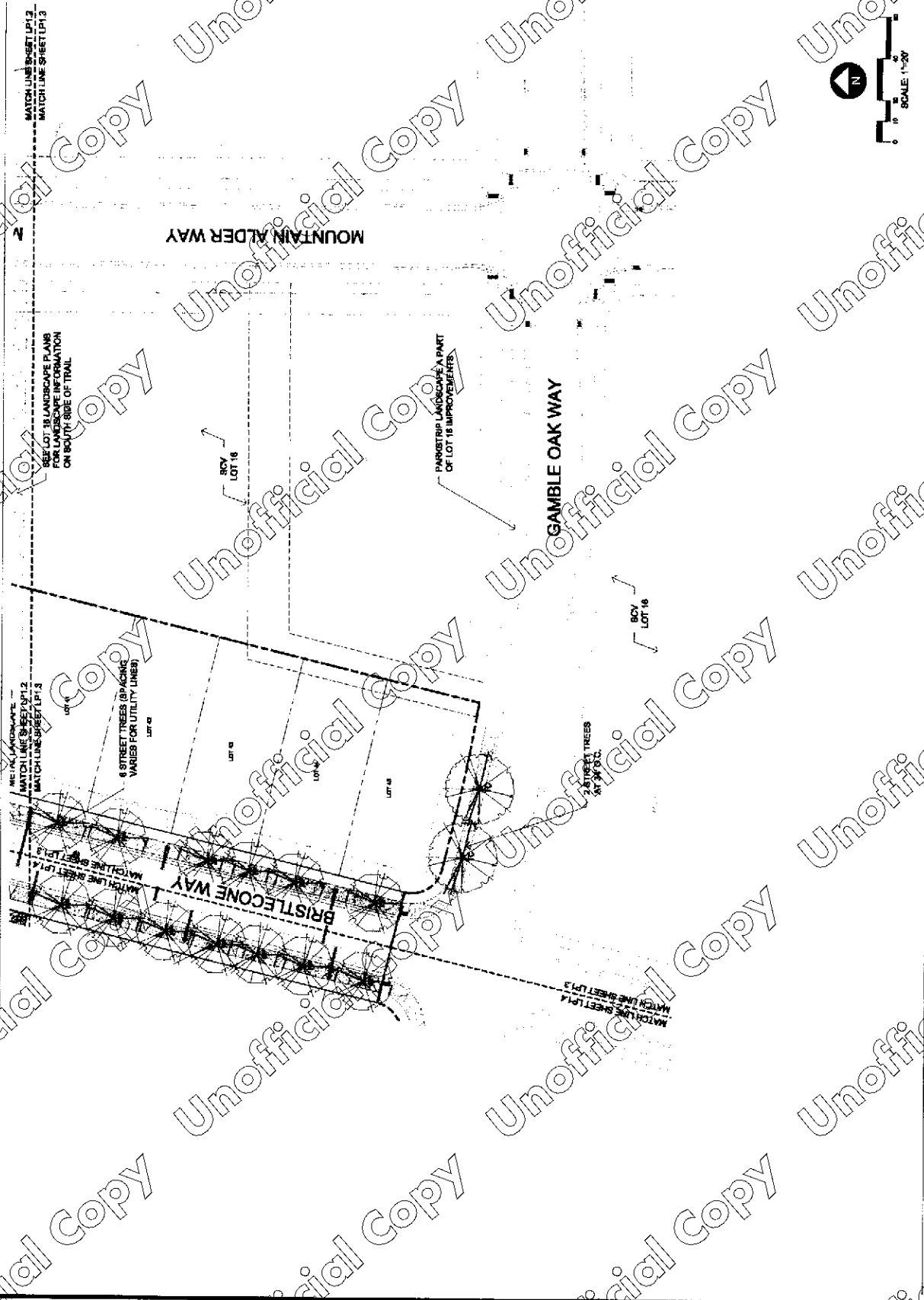


SILVER CREEK VILLAGE
LOT 8 PHASE 1
 SUMMIT COUNTY, UTAH

PROPOSED
 VILLAGE DEVELOPMENT
 200 SOUTH MOUNTAIN ALDER WAY
 SALT LAKE CITY, UTAH 84119

| | |
|--------------|-----------------|
| DATE: | 04/20/2018 |
| DRAWN BY: | WJW |
| CHECKED BY: | WJW |
| APPROVED BY: | WJW |
| SCALE: | AS SHOWN |
| PROJECT: | FINAL SITE PLAN |
| REVISIONS: | |

SHEET TITLE: **LOT 8**
LANDSCAPE PLAN
 SHEET NO.: **LP1.3**



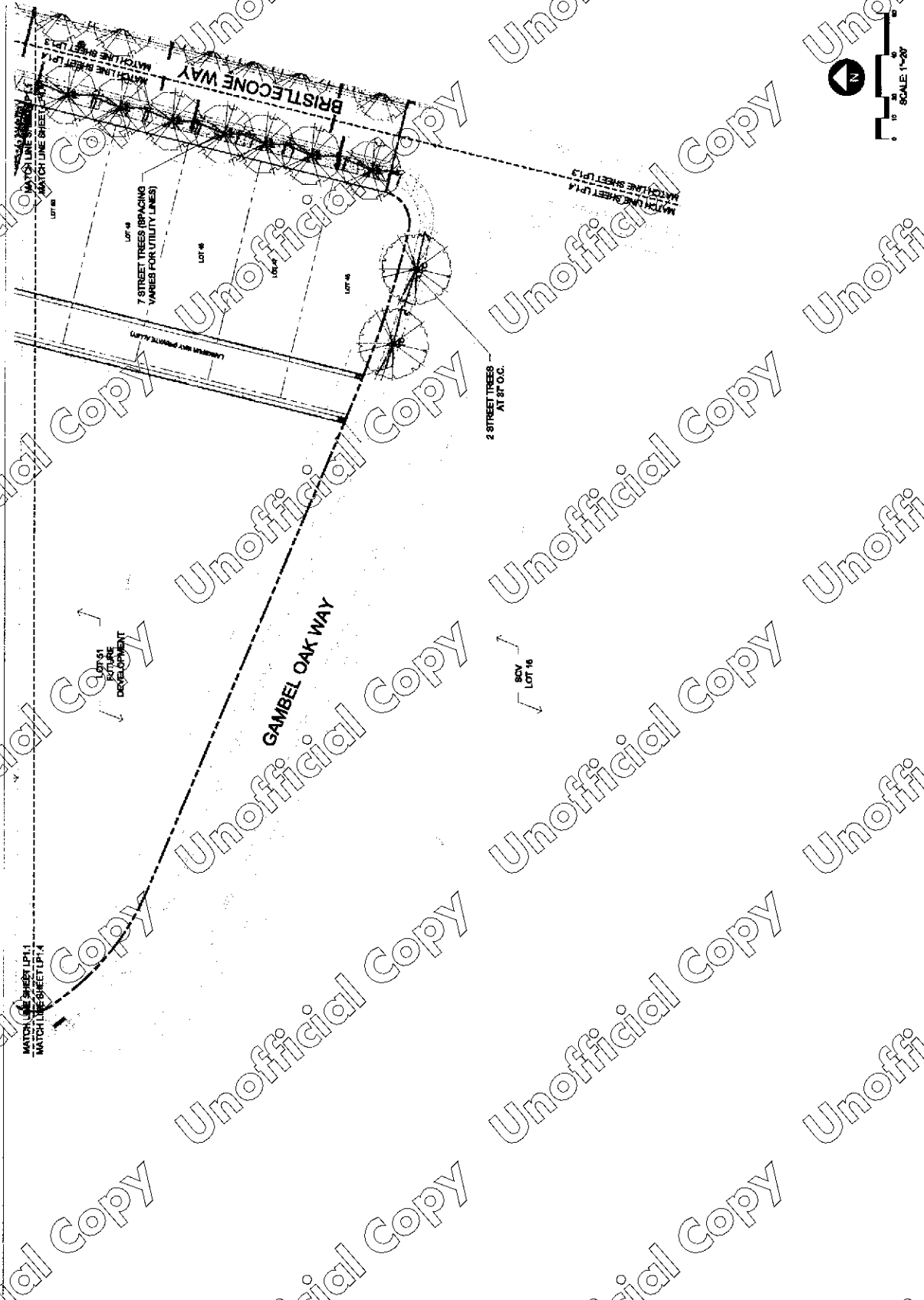


SILVER CREEK VILLAGE
 LOT 8 PHASE 1
 SUMMIT COUNTY, UTAH

PREPARED FOR:
 PROJECT DEVELOPMENT
 1000 S. 1000 W. WALKER BLVD. SUITE 100
 SALT LAKE CITY, UT 84119

| | |
|-------------|-----------------|
| DATE: | 04/20/16 |
| DRAWN BY: | LDG |
| CHECKED BY: | LDG |
| DESIGN BY: | LDG |
| CONTRACT: | FINAL SITE PLAN |
| ESTIMATE: | |

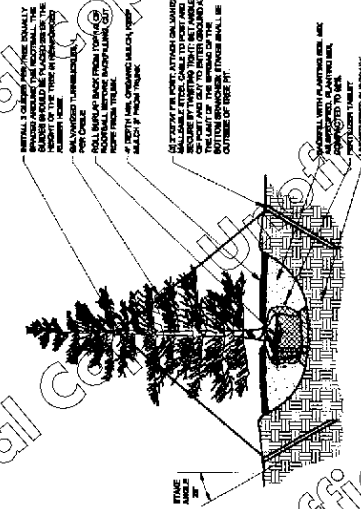
SHEET TITLE:
 LOT 8
 PLANTING PLAN
 SHEET NUMBER:
 LP1.4



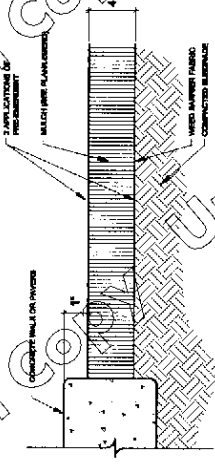


SILVER CREEK VILLAGE
LOT 8 PHASE 1
 SUMMIT COUNTY, UTAH

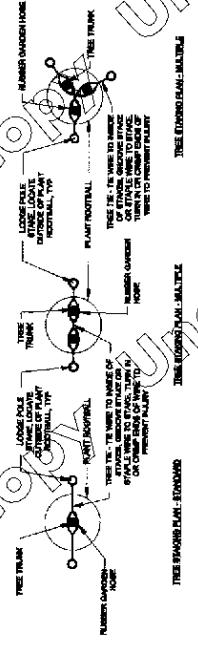
| | |
|-------------|---------------|
| DATE: | 08/14/2018 |
| PROJECT: | LOT 8 PHASE 1 |
| DRAWN BY: | LDG |
| CHECKED BY: | LDG |
| SCALE: | AS SHOWN |
| REVISIONS: | |
| DATE: | |
| BY: | |
| REASON: | |



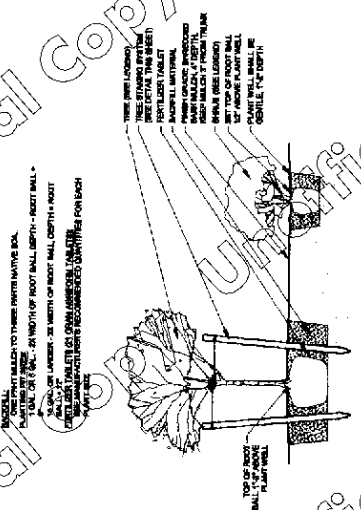
1. EVERGREEN TREE PLANTING AND STAKING
 SCALE: 1/4" = 1'-0"



2. LANDSCAPE MULCH
 SCALE: 1/4" = 1'-0"



3. PERENNIAL GROUND COVER PLANTING DETAIL
 SCALE: 1/4" = 1'-0"



4. TREE AND SHRUB PLANTING DETAIL
 SCALE: 1/4" = 1'-0"



5. TREE STAKING DETAIL
 SCALE: 1/4" = 1'-0"

EXHIBIT C

COST OF CONSTRUCTION PE ESTIMATE

(Insert Cost of Construction PE Estimate after this Page)

COST OF CONSTRUCTION PE ESTIMATE

| Project: LOT 8 PHASE 1 SUBDIVISION SUMMARY | | | | DATE: SEPTEMBER 9, 2020 | |
|--|---|------|----------|--|----------------------|
| Item No. | Description | Unit | Quantity | Unit Cost | Total Cost |
| 1 | Mobilization | LS | 1 | \$ 3,500 | \$ 3,500.00 |
| 2 | Silt Fence | LF | 201 | \$ 3.00 | \$ 603.00 |
| 3 | Construction Entrance | EA | 3 | \$ 1,500 | \$ 4,500.00 |
| 4 | Site Grubbing and Stock Pile Topsoil (12") | CY | 5,256 | \$ 2.60 | \$ 13,665.89 |
| 5 | Revegetation | SF | 61,016 | \$ 0.18 | \$ 10,982.88 |
| 6 | Excavation (included Alleys, Roads) base on Datum | | | | |
| 7 | CUT / FILL SITE EXCAVATION | CY | 5,893 | \$ 23.00 | \$ 135,539.00 |
| 8 | | | | | |
| 9 | ROADWAY | | | | |
| 10 | Curb and Gutter - 30" | LF | 873 | \$ 23.00 | \$ 20,069.80 |
| 11 | Roadway Asphalt Paving - 4" Thick | SF | 13,385 | \$ 2.56 | \$ 34,266.37 |
| 12 | Roadway 4" UTBC+7" SUB - 11" Thick | CY | 454 | \$ 46.00 | \$ 20,904.20 |
| 13 | ADA Ramps | EA | 4 | \$ 4,025.00 | \$ 16,100.00 |
| 14 | Sidewalk - 4" Thick | SF | 6,193 | \$ 6.00 | \$ 37,158.00 |
| 15 | Roadway Striping | LS | 1 | \$ 500 | \$ 500.00 |
| 16 | Roadway Signage | EA | 8 | \$ 863.00 | \$ 6,904.00 |
| 17 | | | | | |
| | | | | ROADWAY SUBTOTAL: | \$ 135,902.37 |
| 18 | ALLEY | | | | |
| 19 | 12" Concrete Band (included 6" UTBC and 6" Thick) | LF | 1,654 | \$ 8.00 | \$ 13,232.00 |
| 20 | Alley Asphalt Paving - 4" Thick | SF | 23,872 | \$ 2.56 | \$ 63,672.32 |
| 21 | Alley UTBC-4" Thick+7" SUB - 11" Thick | CY | 844 | \$ 46.00 | \$ 38,843.31 |
| 22 | Alley Concrete Ramps (included UTBC, subbase) | SF | 421 | \$ 8.00 | \$ 3,368.00 |
| 23 | | | | | |
| | | | | ALLEY SUBTOTAL: | \$ 119,115.63 |
| 24 | STORM DRAINAGE | | | | |
| 25 | 18" ADS PIPE | LF | 60 | \$ 92.00 | \$ 5,520.00 |
| 26 | 8" PVC PIPE | LF | 232 | \$ 25.00 | \$ 5,794.00 |
| 27 | ROADWAY INLET BOXES | EA | 1 | \$ 2,875.00 | \$ 2,875.00 |
| 28 | ALLEY 1X1 INLET BOXES | EA | 4 | \$ 2,875.00 | \$ 11,500.00 |
| 29 | | | | | |
| | | | | STORM DRAINAGE SUBTOTAL: | \$ 25,689.00 |
| 31 | 8' Wide Trail | SF | 4,310 | \$ 3.00 | \$ 12,930.00 |
| 32 | | | | | |
| 33 | | | | | |
| | | | | NON-ESSENTIAL SUBTOTAL: | \$ 12,930.00 |
| 34 | | | | | |
| | | | | ESSENTIAL AND NON-ESSENTIAL SUBTOTAL: | \$ 462,427.77 |
| 35 | | | | | |
| | | | | 10% CONTINGENCY: | \$ 46,242.78 |
| 36 | | | | | |
| | | | | 10% WARRANTY: | \$ 50,867.05 |
| 37 | | | | | |
| | | | | ESSENTIAL AND NON-ESSENTIAL TOTAL: | \$ 559,537.60 |
| 39 | Turfgrass Seed | SF | 19,726 | \$ 0.25 | \$ 4,931.50 |
| 40 | Shredded Bark Mulch (Planter Beds) | CY | 125 | \$ 75.00 | \$ 9,375.00 |
| 41 | Metal Landscape Edging | LF | 740 | \$ 10.00 | \$ 7,400.00 |
| 42 | Deciduous Tree - 2" caliper | EA | 79 | \$ 450.00 | \$ 35,550.00 |
| 43 | Deciduous Tree - Multi Stem | EA | 4 | \$ 400.00 | \$ 1,600.00 |
| 44 | Conifer Tree - 8' Height | EA | 1 | \$ 950.00 | \$ 950.00 |
| 45 | Deciduous and Evergreen Shrubs - #5 gallon | EA | 453 | \$ 45.00 | \$ 20,385.00 |
| 46 | Ornamental Grasses - #1 gallon | EA | 400 | \$ 16.00 | \$ 6,400.00 |
| 47 | Flowering Perennials - #1 gallon | EA | 415 | \$ 16.00 | \$ 6,640.00 |
| 48 | Point Of Connection | EA | 1 | \$ 3,500.00 | \$ 3,500.00 |
| 49 | Spray Valves (Turf Grass and Native Seed Mix) | EA | 10 | \$ 950.00 | \$ 9,500.00 |
| 50 | Drip Valves (Planter Bed Areas) | EA | 7 | \$ 850.00 | \$ 5,950.00 |
| 51 | | | | | |
| | | | | LANDSCAPE SUBTOTAL: | \$ 112,181.50 |
| 52 | | | | | |
| | | | | 20% WARRANTY: | \$ 22,436.30 |
| 53 | | | | | |
| | | | | LANDSCAPE TOTAL: | \$ 134,617.80 |
| 54 | | | | | |
| | | | | GRAND TOTAL: | \$ 694,155.40 |

EXHIBIT D

ASSURANCE

(Insert the proper Assurance after this Page)

PERFORMANCE BOND

(Title 63G, Chapter 6a, U.C.A. 1953, as Amended)

Sample to be followed in issuance of Performance Bond to Summit County, which Performance Bond shall be printed on the Surety's Letter Head

KNOW ALL MEN BY THESE PRESENTS:

That Village Development Group Inc [Developer Name] (hereinafter referred to as the "Principal"), and Philadelphia Indemnity Insurance Company [Surety Name], a corporation organized and existing under the laws of the State of Utah, with its principal office in the City of Commonwealth, State of Pennsylvania designated and listed under the U.S. Department of the Treasury Circular 570 (Companies Holding Certificates of Authority as Acceptable Securities on Federal Bonds and as Acceptable Reinsuring Companies) and authorized to transact business in the State of Utah (hereinafter referred to as the "Surety"), are held and firmly bound unto **Summit County** (hereinafter referred to as the "Oblige"), in the amount of [Written Dollar Amount] Six Hundred Nienty Four Thousand One Hundred Fifty Five and 40/100 Dollars DOLLARS (\$ 694,155.40) [includes both the Cost of Completion and 10% warranty] for the payment whereof, the said Principal and Surety bind themselves and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written Development Improvements Agreement with the Oblige, dated the 16 day of September, 2015, recorded in the Office of the Summit County Recorder as Entry No. _____, Book _____, beginning at Page _____ (the "DIA"), to construct and install improvements as set forth therein (the "Improvements") in the County of Summit, State of Utah, Project No. SCVC-8, for the approximate sum of [Written Dollar Amount] ** Dollars (\$ 694,155.40) [includes both the Cost of Completion and 10% warranty], which DIA is hereby incorporated herein by this reference. ****Six Hundred Ninety Four Thousand One Hundred Fifty Five and 40/100 Dollars**

NOW, THEREFORE, the condition of this obligation is such that if the said Principal shall faithfully perform the DIA in accordance with the provisions thereof, including, but not limited to, the Site Improvements Plan, Completion Period, Warranty Period, and the terms of the DIA as said DIA may be subject to modifications or changes, then this obligation shall be void; otherwise it shall remain in full force and effect.

No right of action shall accrue on this bond to or for the use of any person or corporation other than Summit County or the heirs, executors, administrators or successors of said Summit County.

The parties agree that the dispute provisions provided in the DIA apply and shall constitute the sole dispute procedures of the parties.

PROVIDED , HOWEVER, that this bond is executed pursuant to the Provisions of Title 63G, Chapter 6a, Utah Code Annotated, 1953, as amended, and all liabilities on this Bond shall be determined in accordance with said provisions to the same extent as if it were copied at length herein.


IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this 10th day of September, 2020

WITNESS OR ATTESTATION:


Alex Horn

(Affix Corporate Seal)


WITNESS:



PRINCIPAL: Village Development Group Inc

By: 
Title: Matthew Lowe, President

SURETY: Philadelphia Indemnity Insurance Company

By: 
Vicki Sorensen, Attorney-in-Fact
Attorney-in-Fact (Affix Corporate Seal)

STATE OF Utah)

) ss.

COUNTY OF Salt Lake

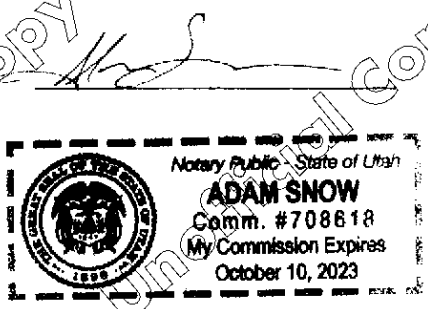
On this 10th day of September 20 20, personally appeared before me Vicki Sorensen, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who, being by me duly sworn, did say the he/she is the Attorney-in-fact of the above-named Surety Company and that he/she is duly authorized to execute the same and has complied in all respects with the laws of Utah in reference to becoming sole surety upon bonds, undertakings and obligations, and that he/she acknowledged to me that as Attorney-in-fact executed the same.

Subscribed and sworn to before me this 10th day of September 20 20

My commission expires: 10/10/23

Resides at: Salt Lake City UT

NOTARY PUBLIC



PHILADELPHIA INDEMNITY INSURANCE COMPANY
One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint **Adam Snow, Brady Thorn, Jace Pearson, Vicki Sorensen and W. Douglas Snow of Beehive Insurance Agency, Inc.**, its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed **\$25,000,000.00**

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of **PHILADELPHIA INDEMNITY INSURANCE COMPANY** at a meeting duly called the 1st day of July, 2011.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company to: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with the respect to any bond or undertaking to which it is attached.

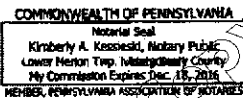
IN TESTIMONY WHEREOF, **PHILADELPHIA INDEMNITY INSURANCE COMPANY** HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 10TH DAY OF JUNE 2013



Robert D. O'Leary Jr.

Robert D. O'Leary Jr., President & CEO
Philadelphia Indemnity Insurance Company

On this 10th day of June 2013, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.



Notary Public: _____
residing at: Bala Cynwyd, PA
My commission expires: December 18, 2016

I, Edward Sayago, Corporate Secretary of **PHILADELPHIA INDEMNITY INSURANCE COMPANY**, do hereby certify that the foregoing resolution of the Board of Directors and this Power of Attorney issued pursuant thereto on this 10th day of June 2013 true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of **PHILADELPHIA INDEMNITY INSURANCE COMPANY**,

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 10th day of September, 2020



Edward Sayago

Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY