

**DEVELOPMENT IMPROVEMENTS AGREEMENT
FOR
RED STONE VILLAGE**

KS

THIS AGREEMENT is made this 14 day of ~~November~~, ^{June} 2001, 2000, by and between SUMMIT COUNTY, a political subdivision of the State of Utah (the "County"), and BOYER KIMBALL JUNCTION, L.L.C., a Utah limited liability company and BOYER SPRING CREEK, L.L.C., a Utah limited liability company, together herein referred to as "Developer".

RECITALS

1. Developer is the owner of certain property more particularly described in Exhibit A situated in the County of Summit, State of Utah, more particularly described as "Redstone Village."
2. The Developer desires to develop the Property, more particularly described as Redstone Village ("Property") and will submit to the County a final subdivision plat showing a proposed subdivision layout for said land (the "Plat").
3. Developer has submitted to the County a site improvements plan for the Phase 1 commercial development and the complete residential development program, more particularly described in Exhibit B attached hereto (the "Site Improvements Plan"), and construction drawings ("Construction Drawings") for those improvements and landscaping plans being constructed by the Developer in connection with the Property, as part of Redstone Village as described in that certain Development Agreement dated May 8, 2000 (the "Development Agreement").
4. The Developer does not intend to undertake any site improvements related to the Phase 2 commercial development program at this time. All improvements related to the Phase 2 Commercial development program, as described in the Development Agreement, shall be covered under a separate site improvements plan, construction drawings, and Development Improvements Agreement.
5. The parties anticipate that the Summit County Board of County Commissioners will approve the final Plat to be submitted by the Developer subject to certain requirements and conditions which involve the installation and construction of utilities and the improvements shown on the Site Improvements Plan for the Property. The conditions of approval to be imposed by the Summit County Board of County Commissioners are set forth more fully in the Development Agreement.

00592915 Br01381 Pg00695-00710

ALAN SPRIGGS, SUMMIT CO RECORDER
2001 JUL 09 10:26 AM FEE \$1.00 BY DMG
REQUEST: DEPARTMENT OF COMMUNITY DEVELOP

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:

AGREEMENT

1. Water Lines and Sanitary Sewer Collection Lines.

(a) At the request of Developer, The Snyderville Basin Sewer Improvement District (the "District") has entered into a Line Extension Agreement to provide for the installation of all sanitary sewer collection lines on the Property. The Developer has already bonded for the installation of service laterals from the border of the Property to the existing sewage collection system, in accordance with the standard specification of the District.

(b) The Developer has also entered into an agreement with Summit Water Distribution Company to provide for the installation of all waterlines and service laterals for the Property thereby creating a complete system in accordance with the standard specifications of Summit Water Distribution Company.

(c) It is anticipated that the installation of said sanitary sewer lines and waterlines will be completed within 24 months from the date of this Agreement.

(d) The cost of all said sanitary sewer lines shall be borne by Developer pursuant to an agreement between Developer and the District, and Developer has entered into a separate guarantee and warranty to the District for such facilities.

(e) The Developer has agreed to construct and pay for culinary and fire protection waterlines to serve the Property, and to transfer maintenance and ownership of said waterlines and other water improvements to Summit Water Distribution Company after acceptance and approval of the improvements by Summit Water Distribution Company. The cost of all said waterlines and water improvements shall be borne and guaranteed by the Developer pursuant to this Development Improvements Agreement.

2. Electric, Gas, Telephone and Cable TV Facilities.

(a) At the request of the Developer, Utah Power shall engineer and provide for the installation of all electric distribution lines and facilities required for the Property, and Developer shall pay for such work in accordance with the established charges of Utah Power.

(b) At the request of Developer, Questar Gas Company shall engineer and provide for the installation of all required gas lines and facilities required, and

Developer shall pay for such work in accordance with the established charges of Questar Gas Company.

(c) At the requests of Developer, U.S. West Communications shall engineer and provide for the installation of all required telephone lines and facilities and Developer shall pay for such work in accordance with the established charges of U.S. West Communications.

(d) At the request of Developer, ATT (formerly T.C.I. Cablevision of Utah) shall engineer and provide the installation of all cable television lines and facilities required for the Property and Developer shall pay for such work in accordance with established charges of ATT.

(e) The installation of the electric, gas, telephone and cable television facilities will be completed within 24 months from the date of this Agreement.

3. Storm Drainage and Runoff Control Improvements.

(a) The Developer shall install all storm sewer lines and related site drainage and runoff control improvements as specifically identified in the site improvements plan. If the Developer is unable to secure approval of the adjacent property owner to construct improvements that are identified off of the property, then the Developer shall construct all required facilities on-site, as approved by the County Engineer and as provided for by separate agreement.

(b) Developer will complete the installation of said lines and facilities within 24 months from the date of this Agreement.

4. Buffering, Screening and Landscaping.

Developer shall install landscape buffering, screening, plant material, and irrigation in accordance with the Site Improvements Plan, at Developer's expense within 24 months from the date of this Agreement. Developer, at its cost and expense, will landscape the Property, as part of its development and improvement of the Property, in accordance with Site Improvements Plan and the terms and conditions of the "Development Agreement."

5. Public Trails.

With respect to those public trail easements shown on the Plat which are to be improved by Developer pursuant to the Site Improvements Plan, Developer agrees, at Developer's cost, to improve and surface such trails in accordance with the plans and specifications of the Site Improvements Plan and as agreed to by the Snyderville Basin Special Recreation District. Developer will complete the construction of said improvements within 24 months from the

date of this Agreement.

6. Roads and Sidewalks.

(a) Developer agrees to construct, at Developer's cost, all private roads and private road improvements, including sidewalks, within the Property, in accordance with the plans and specifications of the Site Improvements Plan and to re-vegetate all cuts and fills resulting from construction in a manner that is consistent with the site improvements plan and which will prevent erosion. The construction of such roads shall be subject to inspection and approval by the County Engineer and the cost of such inspection shall be paid by the Developer. Developer will complete the roads and road improvements and associated utilities within 24 months from the date of this Agreement.

(b) Developer agrees to install any traffic control signs and standard street name signs as required by the County.

(c) The Developer shall construct a vehicular road along that portion of the eastern boundary of the project as shown on the approved site plan, one half of which shall be located on the adjacent property. If the Developer is unable to secure approval of the adjacent property owner to construct the improvements that are identified on the adjacent property, Developer shall be obligated to construct the entire roadway on-site, as approved by the County Engineer and as provided for by separate agreement.

7. Road Cuts.

Developer acknowledges that the County has adopted a road cut ordinance, the provisions of which shall apply to the alteration of any road necessitated by the installation of any utilities described in this Agreement.

8. 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 activity.

9. Street and Intersection Lighting.

Developer agrees to construct, at Developer's cost, all street lighting along the principal commercial street and intersection street lighting in accordance with the plans and specifications of the Site Improvements Plan. Developer will complete the street lighting within 24 months from the date this Agreement.

10. **Maintenance and Repair.**

(a) 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.

(b) At such time as the Developer records the Master Declaration of Covenants, Conditions and Restrictions in the office of the Recorder of Summit County, Utah, which provides for the maintenance of any private roads within the Property, the Developer, following final inspection and completion of any necessary corrections to the improvements, shall be released from the obligation and liability to maintain such private roads or to be responsible for the cost of such maintenance.

11. **Parking and Trash Areas.**

All parking and trash receptacles will be constructed as defined in the site improvements plan.

12. **Recreational Facilities and Public Art.**

The three neighborhood parks, a central landscaped plaza, and public art will be constructed by the Developer as part of the community improvements for Redstone Village. These improvements will be constructed in accordance with the site improvement plan and the "Development Agreement" within 24 months from the date of this Agreement.

13. **Financial Assurances.**

To insure developer's performance of its obligations hereunder, the Developer shall, prior to the commencement of construction of any improvements on the Property, provide the County with security in the amount of \$5,336,475.00 to ensure completion of the improvements referred to in this Agreement for Redstone Village, which shall be 120% of the estimated cost of construction such improvements. An accounting of the estimated cost of such improvements is attached hereto as Exhibit A. The security shall be in the form of either: 1) a letter of Credit drawn upon a state or national bank- said Letter of Credit shall: (1) be irrevocable, (2) be of a term sufficient to cover the completion plus sixty days, and, (3) require only that the County present the issuer with a signed draft and a certificate signed by an authorized representative of the County certifying to the County's right to draw funds under the Letter of Credit; or 2) Establishment of an Escrow Account or Completion Bond.

Acceptable escrow agents shall be the Summit County Treasurer's Office, or banks or savings institutions which are federally insured.

14. Completion of Improvements.

(a) If by July 1, 2001 Developer has not submitted to Summit County, site and vertical construction drawings sufficiently complete and adequate to secure a building permit, then the Summit County Board of Commissioners may provide Developer with a written notice requiring Developer to respread topsoil and revegetate that portion of the site which had been previously excavated. If the Developer fails to perform such work in a timely fashion then the county may call upon the performance bond previously submitted to the county by the Developer and cause such work to be completed with bond proceeds.

(b) The Developer shall complete all improvements required hereunder with 24 months of the execution of this agreement (hereinafter "Completion Date") or the account or bond may be called by the County to complete the improvements.

The projected construction schedule (the "Improvement Construction Schedule") for the improvements with respect to which the Developer is obligated hereunder has been provided to and approved by the County. If the Developer is unable to commence and/or complete construction in accordance with the Improvement Construction Schedule, then the Developer, upon showing sufficient cause for delays, may submit set new dates and submit such revised schedule to the Community Development Director for approval, in which case the Completion Date may be adjusted accordingly. Upon completion of the improvements, the Developer or its architect or contractor shall certify in writing to the County that the improvements have been completed in substantial conformance with the approved Site Improvements Plan and the construction drawings for Redstone Village. Thereafter, Summit County shall inspect the improvements and certify the conformity or lack thereof to the Site Improvements Plan and the construction drawings. The date on which the improvements are certified by Summit County shall be referred to herein as the "Acceptance Date." After the Acceptance Date, Developer shall have no further obligations to the County hereunder, except with respect to the 24 month warranty under Section 11 hereof. Upon expiration of such warranty period, this Agreement shall terminate and be of no further force and effect, except with respect to the County's obligation to release the security under Section 16 hereof.

15. Developer's Warranty.

Developer shall warrant for the benefit of Summit County that all improvements have been constructed or installed in compliance with the requirements of this Agreement, which warranty shall continue and be in full force and effect for 24 months from the Acceptance Date.

16. **Release of Security.**

As portions of the improvements are completed in accordance with this Development Improvements Agreement, County regulations, and the approved Site Improvements Plan and construction drawings for Redstone Village, the Developer may make application to the County Engineer to reduce the amount of the original letter of credit, cash escrow or completion bond. If the Board of County Commissioners is satisfied that such portion of the improvements has been completed in accordance with County standards, they may cause the amount of the letter of credit, cash escrow or completion bond to be reduced by such amount that they deem appropriate, so that the remaining amount of the letter of credit, cash escrow or completion bond adequately insures the completion of the remaining improvements. The County shall retain ten percent (10%) of the security amount for a period of 24 months from the Acceptance Date for warranty purposes.

17. **Default.**

If Developer shall default in the performance of Developer's obligation hereunder and shall fail to cure such default within thirty (30) days after receipt of written notice from the County specifying the nature of such default (or if such default cannot be cured within the aforesaid period of time, if the Developer shall fail to promptly commence to cure the same and to thereafter diligently proceed with such cure), then the County shall be entitled to undertake such work as may be necessary and appropriate to cure such default and the County shall be reimbursed for the reasonable costs thereof either by payment of such costs to cure the default within 30 days of delivery of an invoice to Developer or by obtaining funds under the security.

18. **Limitation of Liability.**

No recourse shall be had for any obligation of or default by Developer under this Agreement or for any claim with respect to this Agreement against any partner, member, manager or joint venturer of Developer or seller of the Property or any other investor, creditor or lender of Developer under any rule of law (including, without limitation, the rule of law that general partners and joint ventures are jointly and severally liable for the indebtedness of a partnership or joint venture, as applicable), contractual provision, statute or constitution or otherwise, it being understood that all such liabilities of the partners or joint ventures of Developer are to be, by the execution of this Agreement by the County, expressly waived and released as a condition of, and in consideration for, the execution and delivery of this Agreement. Nothing contained herein shall constitute a waiver of any obligation of Developer to the County under this Agreement or shall be taken to prevent recourse to or of the

enforcement of any rights of the County as against the security posted by the Developer pursuant to this Development Improvements Agreement.

19. **Amendment.**

This Agreement and the Site Improvements Plan and construction drawings referred to herein, may only be amended by written instrument signed by the County and the Developer.

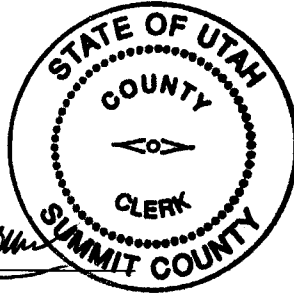
20. **Binding Effect.**

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 of the property owners. This Agreement shall be recorded in the Office of the Summit County Recorder and on file with the Department of Community Development. All existing lien holders shall be required to subordinate their liens to the covenants contained in this Development Improvements Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed the date and first year written above.


ATTEST:


Summit County Clerk

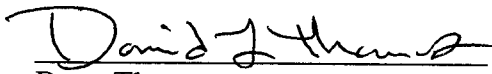


APPROVED:

COUNTY OF SUMMIT, UTAH


By: 
Board of Summit County
Commissioners
County Commission Chairman

APPROVED AS TO FORM:


Dave Thomas,
Deputy County Attorney

ACCEPTED:

BOYER KIMBALL JUNCTION, L.L.C., a Utah limited liability company



BOYER SPRING CREEK, L.L.C., a Utah limited liability company



Attachment to "Grading" Permit

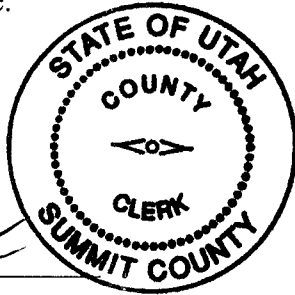
Grading Permit

The parties hereby agree that in the event the final Redstone plat has not been completed (including all required signatures) by January 30, 2001 then all site work associated with Redstone improvements will be stopped as of January 31, 2001 and shall not recommence until the plat is finalized and ready for recordation.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed the date and first year written above.

ATTEST:


Summit County Clerk

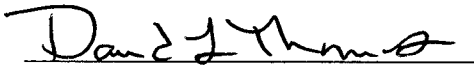


APPROVED:

COUNTY OF SUMMIT, UTAH

By: 
Board of Summit County Commissioners
County Commission Chairman

APPROVED AS TO FORM:


Dave Thomas,
Deputy County Attorney

ACCEPTED:

BOYER KIMBALL JUNCTION, L.L.C., a Utah limited liability company



BOYER SPRING CREEK, L.L.C., a Utah limited liability company





FIREMAN'S FUND
AMERICAN INSURANCE COMPANIES
MAIL ADDRESS: SAN FRANCISCO

RIDER

To be attached to and form part of Bond No. SCR 111 4171 4946

in favor of Summit County

on behalf of: Boyer Spring Creek, L.C.

It is agreed that:

The penalty on the referenced bond is increased from \$4,722,538 to \$5,336,475,

and

Exhibit A is replaced by Exhibit A (11/15/00 revision)

This rider is effective as of noon on November 16, 2000, standard time as specified in the attached bond.

Fireman's Fund Insurance Company



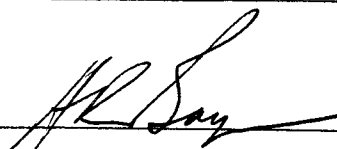
Authorized Agent

Jonathan M. Jepsen, Attorney-in-Fact

Accepted:

Boyer Spring Creek, L.C.

Insured

By  _____
Title

00592915 BK01381 Pg00705

ENGINEER'S OPINION OF PROBABLE COST							PROJECT: REDSTONE	
REDSTONE SITE IMPROVEMENTS							PROJECT NO: 14637A & C	
							DATE: 11/15/00	
							BY: T. DIDAS	
							PAGE: 1 OF: 1	
ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT COST	ITEM COST	BOYER COST	EQUIMARK COST	
MOBILIZATION								
	Mobilization	1	LS	\$50,000.00	\$50,000.00	\$25,000.00	\$25,000.00	
EARTHWORK								
	Clear & Grub Site	1	LS	\$5,000.00	\$5,000.00	\$2,500.00	\$2,500.00	
	Strip & Stockpile Topsoil	40,000	CY	\$1.20	\$48,000.00	\$24,000.00	\$24,000.00	
	Excavating & Grading (Cut to Fill)	75,000	CY	\$3.00	\$225,000.00	\$112,500.00	\$112,500.00	
	Import & Place Structural Fill	55,000	CY	\$6.00	\$330,000.00	\$165,000.00	\$165,000.00	
	Export Unsuitable Material	8,000	CY	\$5.00	\$40,000.00	\$20,000.00	\$20,000.00	
	Retaining Wall	2,000	SF	\$25.00	\$50,000.00	\$25,000.00	\$25,000.00	
EROSION CONTROL								
	Silt Fence	1,250	LF	\$5.00	\$6,250.00	\$3,125.00	\$3,125.00	
	Staked Bales	1	LS	\$2,500.00	\$2,500.00	\$1,250.00	\$1,250.00	
	Stabilized Construction Entrance	2	EA	\$2,500.00	\$5,000.00	\$2,500.00	\$2,500.00	
	Temporary Silt Basins	2	EA	\$3,000.00	\$6,000.00	\$3,000.00	\$3,000.00	
	Temporary Diversion Ditches	1	LS	\$2,500.00	\$2,500.00	\$1,250.00	\$1,250.00	
SITE RESTORATION								
	Regrade & Soread Topsoil	1	LS	\$30,000.00	\$30,000.00	\$15,000.00	\$15,000.00	
	Seeding	1,125,000	SF	\$0.05	\$56,250.00	\$28,125.00	\$28,125.00	
STORM DRAINAGE SYSTEM								
	French Drain - 8" Perf ADS Pipe w/ filter fabric & stone	1,600	LF	\$30.00	\$48,000.00	\$0.00	\$48,000.00	
	3" ADS Storm Pipe (Roof Laterals)	60	EA	\$500.00	\$30,000.00	\$7,500.00	\$22,500.00	
	12" ADS Storm Pipe	1,550	LF	\$18.00	\$27,900.00	\$10,323.00	\$17,577.00	
	15" ADS Storm Pipe	1,550	LF	\$20.00	\$31,000.00	\$10,550.00	\$20,450.00	
	18" ADS Storm Pipe	1,550	LF	\$23.00	\$35,650.00	\$12,834.00	\$22,816.00	
	24" ADS Storm Pipe	1,400	LF	\$28.00	\$39,200.00	\$10,584.00	\$28,616.00	
	36" ADS Storm Pipe	1,580	LF	\$37.00	\$58,460.00	\$29,230.00	\$29,230.00	
	Gutter Inlet Box	40	EA	\$1,800.00	\$72,000.00	\$39,600.00	\$32,400.00	
	Storm Drain Combo Box	15	EA	\$3,500.00	\$52,500.00	\$21,000.00	\$31,500.00	
	5' Dia. Storm Drain Manhole	25	EA	\$2,250.00	\$56,250.00	\$5,625.00	\$50,625.00	
WATER SYSTEM								
	10" DIP Water Line (includes fittings, testing & disinfection)	4,700	LF	\$28.00	\$131,600.00	\$76,328.00	\$55,272.00	
	10" Butterfly Valve w/ Box	17	EA	\$1,000.00	\$17,000.00	\$9,860.00	\$7,140.00	
	8" DIP Water Line (includes fittings, testing & disinfection)	1,380	LF	\$26.00	\$35,880.00	\$0.00	\$35,880.00	
	8" Gate Valve w/ Box	3	EA	\$750.00	\$2,250.00	\$0.00	\$2,250.00	
	16"x16"x10" Tapping Sleeve & Valve	2	EA	\$3,500.00	\$7,000.00	\$3,500.00	\$3,500.00	
	Fire Hydrant Assembly	16	EA	\$2,750.00	\$44,000.00	\$17,600.00	\$26,400.00	
	6" DIP Service (Combined Service + 1.5" Meter + Backflow +	50	EA	\$2,000.00	\$100,000.00	\$32,000.00	\$68,000.00	
DRY UTILITIES								
	Dry Utilities (Gas + Electric + Utility) Trench & Backfill Only	5,750	LF	\$24.00	\$138,000.00	\$69,000.00	\$69,000.00	
PAVING								
	Heavy-Duty Pav't Section (3" Asph - 12" Base)	196,800	SF	\$1.25	\$246,000.00	\$110,700.00	\$135,300.00	
	Regular Duty Pav't Section (3" + 6" Base)	\$17,500	SF	\$1.00	\$17,500.00	\$254,080.00	\$63,520.00	
	24" Curb & Gutter	20,000	LF	\$10.00	\$200,000.00	\$126,000.00	\$74,000.00	
	36" Waterway	1,100	LF	\$20.00	\$22,000.00	\$2,200.00	\$19,800.00	
	Concrete Sidewalk	85,000	SF	\$2.50	\$212,500.00	\$191,250.00	\$21,250.00	
	Concrete Loading Dock	7,000	SF	\$8.00	\$56,000.00	\$56,000.00	\$0.00	
	Traffic Control - Including Striping & Signage	1	LS	\$20,000.00	\$20,000.00	\$10,000.00	\$10,000.00	
	Traffic Signal @ Uinta Blvd & Route 224	1	LS	\$200,000.00	\$200,000.00	\$100,000.00	\$100,000.00	
SITE LIGHTING								
	1 Fixture LP	1	LS	\$40,000.00	\$40,000.00	\$0.00	\$40,000.00	
	12 Fixture LP	1	LS	\$99,000.00	\$99,000.00	\$99,000.00	\$0.00	
	Decorative Acorn Lights	1	LS	\$87,500.00	\$87,500.00	\$87,500.00	\$0.00	
	Tree Lights & Accent Lights	1	LS	\$39,200.00	\$39,200.00	\$39,200.00	\$0.00	
LANDSCAPE & IRRIGATION								
	Landscape Plantings	1	LS	\$503,360.00	\$503,360.00	\$276,848.00	\$226,512.00	
	Irrigation System	1	LS	\$220,000.00	\$220,000.00	\$110,000.00	\$110,000.00	
	Drip Irrigation	1	LS	\$20,000.00	\$20,000.00	\$20,000.00	\$0.00	
	Hydroseed	1	LS	\$30,000.00	\$30,000.00	\$15,000.00	\$15,000.00	
	Finish Grade & Sod	1	LS	\$110,000.00	\$110,000.00	\$55,000.00	\$55,000.00	
SITE FEATURES								
	Concrete Pavers	26,750	SF	\$5.45	\$145,787.50	\$145,787.50	\$0.00	
	Water Feature	1	LS	\$40,000.00	\$40,000.00	\$40,000.00	\$0.00	
	Plaza Wall	1	LS	\$12,000.00	\$12,000.00	\$12,000.00	\$0.00	
	Asphalt Trails (1,400 LF @ 10' Wide + 2,400 LF @ 6' Wide)	28,400	SF	\$1.00	\$28,400.00	\$14,200.00	\$14,200.00	
	Bicycle Racks	6	EA	\$650.00	\$3,900.00	\$3,900.00	\$0.00	
	Bench Seating	24	EA	\$750.00	\$18,000.00	\$18,000.00	\$0.00	
	Trash Receptacles	12	EA	\$750.00	\$9,000.00	\$9,000.00	\$0.00	
	Bollards	15	EA	\$250.00	\$3,750.00	\$3,750.00	\$0.00	
	Flagpoles	3	EA	\$3,500.00	\$10,500.00	\$10,500.00	\$0.00	
	Arbors, Monuments, Park Furnishings	1	LS	\$25,000.00	\$25,000.00	\$25,000.00	\$0.00	
SUBTOTAL					\$4,447,062.50	\$2,591,187.00	\$1,855,875.50	
20% Added for Bond					\$889,412.50	\$518,237.40	\$371,175.10	
BOND TOTAL					\$5,336,475.00	\$3,109,424.40	\$2,227,050.60	



FIREMAN'S FUND INSURANCE COMPANY
THE AMERICAN INSURANCE COMPANY
NATIONAL SURETY CORPORATION
ASSOCIATED INDEMNITY CORPORATION
AMERICAN AUTOMOBILE INSURANCE COMPANY

*Returned
to Jacobsen Construction
11/17/00
New BMS
draft in 11/16/00.*

BOND

Bond No. SCR 111 4171 4946

KNOW ALL MEN BY THESE PRESENTS: That Boyer Spring Creek, L.C., as Principal, and the Fireman's Fund Insurance Company a corporation organized and existing under the laws of the state of California and authorized to transact surety business in the State of Utah, as Surety, are held and firmly bound unto Summit County, in the sum of Four Million Seven Hundred Twenty Two Thousand Five Hundred Thirty Eight and 00/100 Dollars (\$4,722,538.00), for the payment whereof, well and truly to be made, said Principal and Surety bind themselves, their heirs, administrators, successors, and assigns, jointly and severally, firmly by these present.

The condition of the foregoing obligation is such that the above-bounden Principal has entered into an agreement dated _____, 20 __, with the Summit Company to do and perform the following work, to wit: Redstone Site Improvements, Summit County, Utah - See Exhibit A attached hereto.

NOW, THEREFORE, if the above-bounden Principal shall well and truly perform the work contracted to be performed under said agreement, then this obligation shall be void: otherwise to remain in full force and effect.

SIGNED AND SEALED this 24th day of October, 2000.

Witness:

BY: *[Signature]*

Boyer Spring Creek, L.C.
BY: *[Signature]*
Principal

Fireman's Fund Insurance Company

BY: *[Signature]*

BY: *[Signature]*
Jonathan M. Jepsen, Attorney-In-Fact

EXHIBIT A (Bond #SCR 111 4171 4946)

ENGINEER'S OPINION OF PROBABLE COST		PROJECT REDSTONE			
REDSTONE SITE IMPROVEMENTS		PROJECT NO: 14937A & C			
		DATE: 7/24/00			
		BY: T. DIDAS			
		PAGE: 1 OF: 1			
ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT COST	ITEM COST
MOBILIZATION					
	Mobilization (Assumed 3 Contracts)	3	LS	\$50,000.00	\$150,000.00
EARTHWORK					
	Clear & Grub Site	1	LS	\$5,000.00	\$5,000.00
	Erosion Control	1	LS	\$10,000.00	\$10,000.00
	Strip & Stockpile Topsoil	40,000	CY	\$2.00	\$80,000.00
	Excavating & Grading (Cut to Fill)	75,000	CY	\$2.50	\$187,500.00
	Import & Place Structural Fill	55,000	CY	\$3.50	\$192,500.00
	Wetlands Mitigation Excavation & Grading	15,000	CY	\$5.00	\$75,000.00
	Export Unsuitable Material	20,000	CY	\$5.00	\$100,000.00
	Retaining Wall	2,000	SF	\$25.00	\$50,000.00
STORM DRAINAGE SYSTEM					
	French Drain - 8" Perf ADS Pipe w/ filter fabric & stone	1,600	LF	\$30.00	\$48,000.00
	8" ADS Storm Pipe (Roof Laterals)	60	EA	\$500.00	\$30,000.00
	12" ADS Storm Pipe	1,550	LF	\$20.00	\$31,000.00
	15" ADS Storm Pipe	1,550	LF	\$22.00	\$34,100.00
	18" ADS Storm Pipe	1,550	LF	\$26.00	\$40,300.00
	24" ADS Storm Pipe	1,400	LF	\$35.00	\$49,000.00
	36" ADS Storm Pipe	1,580	LF	\$45.00	\$71,100.00
	Gutter Inlet Box	40	EA	\$2,000.00	\$80,000.00
	Storm Drain Combo Box	15	EA	\$4,000.00	\$60,000.00
	15" Dia. Storm Drain Manhole	25	EA	\$2,250.00	\$56,250.00
WATER SYSTEM					
	10" DIP Water Line (includes fittings, testing & disinfection)	5,750	LF	\$32.00	\$184,000.00
	10" Gate Valve w/ Box	14	EA	\$1,000.00	\$14,000.00
	16"x16"x10" Tapping Sleeve & Valve	2	EA	\$5,000.00	\$10,000.00
	Fire Hydrant Assembly	16	EA	\$2,750.00	\$44,000.00
	16" DIP Service (Combined Service - 15' Meter - Backflow + V)	50	EA	\$2,000.00	\$100,000.00
SANITARY SEWER SYSTEM					
	18" PVC Sanitary Sewer (Includes testing & flushing)	4,610	LF	\$28.00	\$129,080.00
	4" Dia. Sewer MH (less than 12' depth)	22	EA	\$2,700.00	\$59,400.00
	4" PVC Sewer Lateral Service	50	EA	\$1,000.00	\$50,000.00
	Grease Interceptors	2	EA	\$2,500.00	\$5,000.00
DRY UTILITIES					
	Dry Utilities (Gas + Electric + Utility) Trench & Backfill Only	5,750	LF	\$30.00	\$172,500.00
PAVING					
	Heavy-Duty Pav't Section (4.5" Asph - 9" Base)	196,800	SF	\$1.25	\$246,000.00
	Regular Duty Pav't Section (3" + 8" Base)	317,500	SF	\$1.00	\$317,500.00
	24" Curb & Gutter	20,000	LF	\$10.50	\$210,000.00
	36" Waterway	1,100	LF	\$20.00	\$22,000.00
	Concrete Sidwalk	85,000	SF	\$3.00	\$255,000.00
	Unit Pavers (Quantity & Unit Price from Jacobsen)	51,700	SF	\$5.50	\$284,850.00
	Traffic Control - Including Striping & Signage	1	LS	\$20,000.00	\$20,000.00
	Traffic Signal @ Uinta Blvd & Route 224	1	LS	\$200,000.00	\$200,000.00
<p>NOT INCLUDED IN THIS COST OPINION</p> <ul style="list-style-type: none"> Permits, Fees, Testing & Inspection Loading Docks, Screen Walls, Dumpster Enclosures Site Lighting Landscape Irrigation Place Topsoil & Seeding Special Plantings in Wetlands Mitigation? Trails Fountains and Other Plaza Features Residential Park Residential Courts (Not Certain if the courts are concrete or asphalt) 					

SUBTOTAL	\$3,577,580.00
10% Contingency	\$357,758.00
TOTAL	\$3,935,338.00

AFFIDAVIT OF QUALIFICATION
FOR SURETY COMPANIES

STATE OF UTAH)SS
COUNTY OF SALT LAKE)

Jonathan M. Jepsen, BEING FIRST AND DULY SWORN, ON OATH DEPOSES AND SAYS THAT HE IS THE ATTORNEY-IN-FACT (OFFICER OR AGENT) OF SAID COMPANY, AND THAT HE IS DULY AUTHORIZED TO EXECUTE THE SAME AND HAS COMPLIED IN ALL RESPECTS WITH THE LAWS OF THE STATE OF UTAH, IN REFERENCE TO BECOMING SOLE SURETY UPON BONDS, UNDERTAKINGS AND OBLIGATIONS.

SUBSCRIBED AND SWORN TO BEFORE
ME THIS 24th DAY OF October, A.D.
2000.

Jonathan M. Jepsen
(Signature of Officer or Agent)

P.O. Box 58139
709 East South Temple
Salt Lake City, Utah 84158-0139
(Residence)

Scott Cashman

(Signature of Notary Public)

(SEAL)
MY COMMISSION EXPIRES:
5-1-2004

(SURETY SEAL)

(THIS FORM REQUIRED TO BE FILLED
OUT BY SECTION 31-24-3, UCA 1953)

709 East South Temple
Salt Lake City, Utah 84102



FIREMAN'S FUND INSURANCE COMPANY

NATIONAL SURETY CORPORATION
THE AMERICAN INSURANCE COMPANY

ASSOCIATED INDEMNITY CORPORATION
AMERICAN AUTOMOBILE INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That FIREMAN'S FUND INSURANCE COMPANY, a California corporation, NATIONAL SURETY CORPORATION, an Illinois corporation, THE AMERICAN INSURANCE COMPANY, a New Jersey corporation redomesticated in Nebraska, ASSOCIATED INDEMNITY CORPORATION, a California corporation, and AMERICAN AUTOMOBILE INSURANCE COMPANY, a Missouri corporation, (herein collectively called "the Companies") does each hereby appoint GARY W. MANVILLE, MARILYN L. ALLRED, PHILIP S. WALTER, SHARRON RUSHTON, WILLIAM R. MORETON, JONATHAN M. JEPSEN, SALT LAKE CITY UT

their true and lawful Attorney(s)-in-Fact, with full power of authority hereby conferred in their name, place and stead, to execute, seal, acknowledge and deliver any and all bonds, undertakings, recognizances or other written obligations in the nature thereof

and to bind the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seals of the Companies and duly attested by the Companies' Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises.

This power of attorney is granted under and by the authority of Article VII of the By-laws of FIREMAN'S FUND INSURANCE COMPANY, NATIONAL SURETY CORPORATION, THE AMERICAN INSURANCE COMPANY, ASSOCIATED INDEMNITY CORPORATION and AMERICAN AUTOMOBILE INSURANCE COMPANY which provisions are now in full force and effect.

This power of attorney is signed and sealed under the authority of the following Resolution adopted by the Board of Directors of FIREMAN'S FUND INSURANCE COMPANY, NATIONAL SURETY CORPORATION, THE AMERICAN INSURANCE COMPANY, ASSOCIATED INDEMNITY CORPORATION and AMERICAN AUTOMOBILE INSURANCE COMPANY at a meeting duly called and held, or by written consent, on the 19th day of March, 1995, and said Resolution has not been amended or repealed:

"RESOLVED, that the signature of any Vice-President, Assistant Secretary, and Resident Assistant Secretary of the Companies, and the seal of the Companies may be affixed or printed on any power of attorney, on any revocation of any power of attorney, or on any certificate relating thereto, by facsimile, and any power of attorney, any revocation of any power of attorney, or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Companies."

IN WITNESS WHEREOF, the Companies have caused these presents to be signed by their Vice-President, and their corporate seals to be hereunto affixed this 11 day of December, 1998.



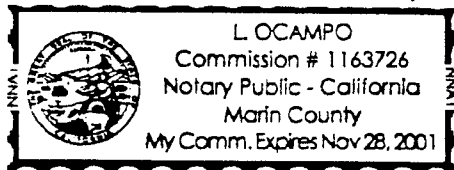
FIREMAN'S FUND INSURANCE COMPANY
NATIONAL SURETY CORPORATION
THE AMERICAN INSURANCE COMPANY
ASSOCIATED INDEMNITY CORPORATION
AMERICAN AUTOMOBILE INSURANCE COMPANY

By [Signature]
Vice-President

STATE OF CALIFORNIA }
COUNTY OF MARIN } ss.

On this 11 day of December, 1998, before me personally came M. A. Mallone to me known, who, being by me duly sworn, did depose and say: that he is a Vice-President of each company, described in and which executed the above instrument; that he knows the seals of the said Companies; that the seals affixed to the said instrument are such company seals; that they were so affixed by order of the Board of Directors of said companies and that he signed his name thereto by like order.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year herein first above written.



[Signature]
Notary Public

CERTIFICATE

STATE OF CALIFORNIA }
COUNTY OF MARIN } ss.

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I, the undersigned, Resident Assistant Secretary of each company, DO HEREBY CERTIFY that the foregoing and attached POWER OF ATTORNEY remains in full force and has not been revoked; and furthermore that Article VII of the By-laws of each company, and the Resolution of the Board of Directors: set forth in the Power of Attorney, are now in force.

Signed and sealed at the County of Marin, Dated the 24th day of October, 2000.



[Signature]
Resident Assistant Secretary