When Recorded, Please Return to Community Development Project (Tile) Promontory Project
P.O. Box 128, Coalville, Utah 84017

DEVELOPMENT IMPROVEMENTS AGREEMENT FOR

PROMONTORY INITIAL PLATANERASTRUCTURE

NEIGHBORHOODS OF WAPITI CANYON, DEER CROSSING, WEST VIEW AND WEST HILLS

THIS AGREEMENT is made this 10 day of August, 2001, by and between SUMMIT COUNTY, a political subdivision of the State of Utah (the County"), and Pivotal Promontory Development, LLC, an Arizona limited liability company and Pivotal Promontory, LLC, an

Arizona limited liability company, together herein referred to as "Developer".

RECITALS

Developer is the owner of certain platted properties more particularly described in Exhibit A, situated in the County of Summit, State of Utah, sometimes referred to as Wapiti Canyon Phase 1, Deer Crossing, West Hills and West View and referred to herein as the "Property."

2. Developer's County-approved Development Agreement for Promontory provides that construction of road and utility infrastructure may be undertaken upon final platting, subject to execution of a Development Improvements Agreement.

Developer has submitted to the County the site improvements plans, more particularly described in Exhibit B attached hereto (the "Site Improvements Plans"), and has submitted construction drawings (Construction Drawings") for those improvements and related landscaping being constructed by the Developer in connection with the road and utility infrastructure on the Property, pursuant to that certain Development Agreement dated as of January 2, 2001 (the "Development Agreement").

4. Construction of the roads and infrastructure covered by this Development Improvements Agreement will be subject to the requirements and conditions related to the installation and construction of utilities and the improvements shown on the attached Site Improvements Plan. These requirements and conditions conform to those which are set forth in the Development Agreement.

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 Guarantee and Warranty.

ALAN SPRIGGS, SUMMIT CO RECORDER
2002 JAN 22 16:23 PM FEE \$433.00 BY DNG
See Exhibit D for tax identification number SUMMIT ESCROW & TITLE INSURANCE

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N3) of

Developer has entered into formal commitments, including the approved Development Agreement and this Development Improvements Agreement with an appropriate bonding and installation schedule to guarantee the installation, as hereafter provided and as necessary to serve the Property, and payment therefor, of all private roads and private road improvements, all utility lines, storm drainage improvements and storm sewers, and any other improvements described in the Site Improvements Plan. Developer hereby warrants all road improvements and utility improvements constructed or installed by Developer against defects in materials and workmanship for a period of two full year's normal operation after acceptance by the County Engineer or the applicable utility companies of such improvements. The County shall either retain ten percent (10%) of the bond, letter of credit or escrow total for such items, or require a bond, letter of credit or escrow equal to ten percent (10%) of the required total improvement costs for such items until twenty-four months from the date of completion of the improvements and acceptance thereof by the County, as a guarantee should the improvements prove to be defective during said 24-month period. Developer agrees to promptly correct any deficiencies in installation in order to meet the requirements of the plans and specifications applicable to such installation. In the event such installation is not completed substantially within the applicable schedules attached hereto and according to the specific plans set forth in the Site Improvements Plan, the County shall have the right to cause such work to be done as is necessary to complete the installation in such manner and Developer shall be liable for the cost of such additional work. of such additional work

Water Facilities and Sanitary Sewer Collection Lines. 2.

- 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 and serving the Property. The Developer shall bond for the installation of one site sewer lines and service laterals from the border of the Property to the specification of the District. existing sewage collection system, whaccordance with the standard
- The Developer has also entered into a Water Service Agreement with Mountain Regional Water Service District to provide the installation of all wells, tanks, waterlines and service laterals for the Property thereby creating a complete system in accordance with the standard specifications of the Mountain Regional Water Service District ("Mountain Regional")
 - It is anticipated that the installation of said sanitary sewer lines and waterlines will be completed within two years from the date hereof for the initial phase of construction and within two years from the date of approval of Construction Drawings for each subsequent phase of → Br01429 Pg01453

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- Umothical Gology The cost of all said sanitary sewer lines shall be borne by Developer pursuant to an agreement between Developer and the District, and District for such facilities. (4)
- Umorrale and Colors The Developer has agreed to construct and pay for culmary and fire protection waterlines to serve the Property, and to transfer maintenance and ownership of said waterlines and other water improvements to Mountain Regional after acceptance and approval of the improvements by Mountain Regional. The cost of all said waterlines and water improvements shall be borne as determined by Developer's Water Service Assertement with Mountain Regional and construction is guaranteed by the Developer pursuant to this Development Improvements Agreement.

Electric, Gas, Telephone and Cable TV Facilities.

- 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
- (2) At the request of Developer, Questar Gas Company shall engineer and Unothination color 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. Alternatively, Developer may choose to allow each homesite owner to install an individual propane storage tank and lines to serve their home.
 - At the request of Developer, a yet-to be determined telecommunications (3)and broadband service provider shall engineer and provide for the installation of all required telephone lines and facilities and broadband and cable television lines and facilities, utilizing conduit installed by Developer, and Developer shall make any required payment for such work in accordance with the terms of its agreement with such service provider.
- Olu oli ligioli Golo M The installation of the electric, gas, telephone and cable television facilities is apticipated to be completed within two years from the date hereof for the initial phase of construction and within two years from the date of approval of Construction Drawings for each subsequent phase of construction.

Storm Drainage Improvements.

- Ora Attendial Golday (1)
- The Developer shall install any storm sewer lines and drainage facilities described in the Site Improvement Plan.

 Developer anticipates completing the facilities within facilities within two years from the date hereof for the initial phase of

With respect to the public trails contemplated by the Development Agreement, rantees, at Developer's cost, to improve to a "back country" trail standard the lack Country Loop trails described in the Development Agreement sin Special Recreation District's letter to Development standard the hese trail segments shall be a vitile of the lack country. Developer guarantees, at Developer's cost, to improve to "back country" trail standard The Tollgate and Back Country Loop trails described in the Development Agreement and in the Snyderville Basin Special Recreation District's letter to Developer dated May 8, 2000. The ifficial color completion of these trail segments shall be bonded together with the other Site Improvements contemplated by this Agreement. The construction of such trails shall be subject to inspection and Approval by the County Engineer and the cost of such inspection shall be paid by the Developer.

6. Roads.

Developer agrees to construct, at Developer's cost, all private roads and private road improvements listed on the Site Improvements Plan, in accordance with the Construction Drawings and the Site Improvements Plan. Developer anticipates completing the roads and road improvements and associated utilities within two years from the date Construction Drawings are approve Pfor the phase. Developer agrees to install any traffic control signs and street name signs as required by the County (in either standard form or to specific standards approved by the County for Promontory prior to any installation) and to re-vegetate all cuts and fills resulting From construction in a manner 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.

Landscaping.

Developer shall install roadway and golf course landscaping and re-vegetation in accordance with the Site Improvements Plan, at Developer's expense within two years from the o date hereof.

8. Road Cuts

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

9. 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

10. Maintenance and Repair.

(1) 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.

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 reads within the Property, the Developer shall be released from the obligation and liability to maintain such private roads or to be responsible for the cost of such maintenance.

11 Financial Assurances.

To insure Developer's performance under this Agreement (except for the installation of the Sanitary Sewer Collection Lines and water lines and dry utilities described in Paragraph 2 above which are to be directly guaranteed, where applicable, with separate financial assurances from Developer the Developer shall, prior to the commencement of construction of any improvements, provide the County with sufficient security, to ensure completion of the required improvements, in the amount of 120% of the cost of construction, determined in accordance with the contract unit prices reflected in the schedule in Exhibit C. The security shall be in the form of either: A) 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 and warranty periods according to the values required herein, 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 B) Establishment of an Escrow Account or Completion Bond with the guarantee that all improvements shall be installed within two years of the effective date of the account or bond or the account or bond will be called by the County to complete the improvements. Acceptable escrow agents shall be the Summit County Treasurer's Office, or banks or savings institutions which are federally insured. This two-year deadline may be extended by the County upon showing of sufficient cause, but no additional phase of the development shall be permitted during such an extension. As portions of

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the improvements are completed in accordance with this Development Improvements
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 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.

Developer may, from time to time, substitute one form of security for another, or substitute sureties or letter of credit issuers provided the same shall be reasonably acceptable to the County according to the standards set forth above.

12. Conditions of Approval. Developer pledges to remain in compliance with all of the Conditions of Approval imposed by the Board of County Commissioners and included in the Development Agreement.

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 other by payment of such costs to cure the default within 30 days of delivery of an invoice. Developer or by obtaining fands under the security.

14. 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 or joint venturer of Developer or purchaser of lots within the Property or any other 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 an 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.

15. Amendment.

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This Agreement, Exhibits A, B and C hereto, and any County-approved Construction Drawings referred to herein, may only be amended by written instrument signed by the County and the Developer.

Binding Effect. 16.

This Agreement and the covenants contained therein shall our 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; provided that, except as provided in Paragraph 10(b) Cabove, purchasers of residential lots within the Property or any homeowner's association that receives title to any portion of the Property shall not incurant 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 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 of year written above.

and first year written above.

APPROVED:

ZOUNTY OF SUMMIT, UTAB

ATTEST

Summit County Clerk

APPROVED AS

Uno Africal Board of Summit County Commissioners County Commission Chairman

Dave Thomas,

Deputy County Attorney

ACCEPTED:

Pivotal Promontory Development, LLC, an Arizona limited liability company

Pixotal Group X, LLC., an Arizona limited liability company By:

Administrative Member Its:

Jahm Najafi, Trustee of the Jahm Najafi Trust dated July 30,

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Administrative Member

Jahm Na

uste Uno Hillella Color 76 OF THE BOLL COPY 3081 Its: Pivotal Promontory, LLC, an Arizona dimited liability company Pivotal Group X, 130., an Arizona limited liability company By: Administrative Member Its: Umofficial Copy J. Jahm Najafi, Trustee of the Jahm Najafe Trust dated July 30, 1996 By: Administrative Member Its: Ollo Hill Gloy Gras. Uno Afficial Gold United the Color of the Co -9 Bk01429 Pg01459 00408959 SaltLake-104675.3 0026790-00001

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DEVELOPMENT AGREEMENT AND EXHIBITS

LEGAL DESCRIPTIONS

PROMONTORY Parcel Descriptions Xugust 11,1999

PARCEL A

Beginning at the Southwest Corner of Section 36 Township 1 South, Range 4 East, Salt Lake Base and Med்வேற், Summit County, Utah, (Basis of bearing being North 00°0இ26" West from the said Southwest Corner to the West Quarter Corner of said Section36, both being found Storie Monuments), and running thence along the West Section Line of said Section 36, North ର୍ପ୍ୟପ୍ୟ '26" West, 2664.42 feet to a stone found at the West Quarter Corner of said Section 36; thence North 00°38'03" West, 2697.90 feet to a stone found at the Northwest Corner of said Section 36; thence South 89°40'24" West 1316.90 Feet to the Southwest Corner of the Southeast Quarter of Section 26; thence North 0000602" West 2661.08 feet to the Northwest Corner of the Northeast Quarter of the Southeast Quarter of said Section 26, thence South 89°40'42" West, 1316.04 feet to the Southwest Corner of the Northeast Quarter of said Section 26; thence North 00°04'55" West 2667.46 feet to a stone ∱oto indicate the North Quarter Comer of said Section 26, thence North 100°02'27 to the Southwest Corner of the Northeast Quarter of Section 23; thence North 89°58'47" West, 1858.84 feet, more of tess, to the Easterly line of the State of Utah, Division of Parks and Recreation Right of Way, (formerly the Union Pacific Railroad right-of-way), the coal along said right-of-way line the following ten (10) courses; 1) North 17°11'48" West 60.67' feet; thence, 2) North 88°45'48" East, 52.25 feet; thence, 3) North 17°06'43" West, 719.18 feet; thence, 4) North 19° 47'10" West, 992.62 feet more or less to a point on a non-tangent 950.00 foot radius curve to the left, radius point@ears North 07º16'05" West; thence (5) Easterly, 153.29 feet along the arc of said curve through a central angle of 09°14/43° thence, 6) North 19° 43′58° West, 298.63 feet; thence, 8) North 20学校29" West, 1533分 feet; thence, 8) North 20学校29" West, 444.80 feet; thence 9) South 75°29'27" West, 48'91 feet; and thence, 10) North 2005'58" West, 344.63 feet; thence leaving said Right of Way line, South 89°36'59" East 14 feet to a stone found at the Northwest Corner of said Section 23; thence South 89°36'59" East 2672,06 feet atong the North line of said Section 23 to a stone found at the Worth Quarter Corner of said Section 23; thence North 00°23'35" East 1335.49 feet to the Northeast Comer of the Southeast Quarter of the Southwest Quarter of Section 14; the New North 89°42'03" West 1339 30 feet to

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the Northwest Corner of the Southeast Quarter of the Southwest Quarter of Section 14; thence North 00°15'11" East 333.52 feet to the Northwest Corner of the Northeast Quarter of the Southwest Quarter of Section 14, thence North (00°14'50" East, 1334.05 feet to the Northwest Corner of the Southeast Quarter of the Northwest Quarter of said Section 14; thence South 89°5//391)East 1345.97 feet to the Northeast Corner of the Southeast Quarter of the Northwest Quarter of said Section 14; thence South 89°47'40" East 1332.03 feet to the Southwest Corner of the Northeast Quarter of 命》Northeast Quarter of said Section 14; thence North 00°17'5為 East 1335.93 feet to the Worthwest Comer of the Northeast Quarter of the Northeast Quarter of said Section 140 thence North 89°48'16" West 329.81 feet along the North The of said Section 14 to an existing iron rod at the North Quarter Corner of said Section (4) then continuing along said North Line: North 89°55'31" West, 2698.76 feet to a found aluminum cap at the Northwest Corner of said Section 14 and the Southwest Corner of Section 11; thence North 00°13'55" West 2642.81 feet to a stone found at the West Qualiter Corner of said Section 11; thence North 07°10'37" West, 2817.61 feet to a stone found at the Northwest Corner of said Section 11, and the Southwest Corner of Section 27 thence North 00°48'17" East 48 6 5 feet to a stone found at the Northwest Corner of Section 2, Township 1 South, Range East, Salt Lake Base and Meridian; thence South 89°36'41" East 567.30 feet to a stone found at the Southwest Corner of Section 35, Township 1 North, Range 4 East/Salt Lake Base and Memician, thence North 00°47'24" East 5248.25 feet to a fence comer found at the Northwest Corner of said Section 35; thence South 89°57'25" East 5053.95 feet to a stone found at the Northeast Corner of said Section 35; thence South 00°24 West along the East Line of said Section, 5268.15 feet to a stone found at the Southeast Corner of said Section 35; thence North 88°48'36" East 2528.81 feet to a rebar found at the North Quarter Corner of Section 1, Township 1 South, Range 4 East, Salt Lake Base and Meridian; thence South 00°07'57" 2309 8 feet to the Southwest Comer of the Northeast Quarter of said Section 1; thence South 89º25 16" East 2682.59 feet to the East Quarter Corner of said Section 1; thence South 00°05'47" East 2676.60 feet along the East line of Section 1 to the Northeast Corner of Section 12; thence South 00%05447" East along the East Line of said Section, 5353.21 feet to a stone found at the Southeast Corner of said Section 12; thence South 00°35'51" East 531776 feet to a stone found at the Southeast Corner of Section 13; thence South 00°02'26" West 5315.33 feet to a repar found at the Southeast Corner of Section 24; thence North 89°50'58" West 1338.50 feet to the Northwest Corner of the Wortheast Quarter of the Northeast Quarter of Section 25; thence South 00°01'14" East 2660.23 feet to the Southwest Comer of the Southeast Quarter of the Northeast Quarteo of said Section 25; thence South இ%00'30" East 1343.62 feet to the Southwest Corner (Fifte Northeast Quarter of the Southeast Quarter of Section & Thence

Promontory SPA Plan and Development Agreement Application

Prepared by Swapack Partners

South 89°49'21" East 1336.97 feet to the Southeast Corner of the Northeast Quarter of the Southeast Quarter of said Section 25; thence South 00°01'22" West 1321.75 feet to a stone found at the Southeast Corner of said Section 25; thence South 00°52'12" East 2688.62 feet to a stone found at the East Quarter Corner of Section 36; thence South 00°30'19" West 2609.87 feet to a stone found at the Southeast Corner of said Section 36 thence North 89°59'51" West 2652.94 feet to a stone found at the South Quarter Corner of said Section 36, thence North 89°31'22" West 2666 (3) feet, more or less, to the Roint of Beginning.

(Containing 6559 Acres, more or less)

Excluding the portion lying within the bounds of 1-80. (Containing 180.07 Acres) more or less)

Containing 6379.39 Acres Net, more or less.

PARCEL "B"

Beginning at a point on the Westerly right-of-way line of Brown's Canyon Road (formerty Stafe Highway No. 196), said point being North 2936.44 feet and East 679.56 feet from the Southwest Corner of Section 31, Township 1 South, Range & East, Salt Lake Base and Westerldian; and running there South 80°53'14" West 123.66 feet; thence South 73°23'48" West 588.27 feet to a point on the Westerly line of said Section 31; thence North 00°20'14" West along said West Line 125.00 feet; thence North 73°23'48" East 561.11 feet; thence North 80°53'14" East 146.58 feet to a point on a 1465.69 foot sadius curve to the left, said point also being on the Westerly right-of-way of said Brown's Canyon Road (radius point bears South 89°35'42" East 1465.69 feet, of which the central angle is 04°43'45"); thence Southerly along the arc of said curve and the Westerly right-of-way line of said Brown's Canyon Road 120.98 feet to the point of beginning Containing 1.88 fores Net, more or less.

PARCEL "C

Legal description for 100 footboad parcel:

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Beginning at a point which is North 00°03'36" East 1321.45 feet along the Westerly line of Section 30, Township 1 South, Range 5 East, thence continuing along said Westerly line of said Section 30, 5000 feet to the true point of beginning of a 100.00 foot road parcel, measured 50.00 feet alther side at right angles to the following described centerline.

From the true point of beginning thence Easterly along a line 50.00 feet Northerly of and parallel to the Northerly line of the Southwest one-quarter of the Southwest one-quarter of said Section 30, 990 feet more or less to the Westerly right-of-way of Brown's Canyon Road (formerly State Highway No. 196) with both the Northerly and Southerly right-of-way extending as required to intersect said (Westerly right-of-way of said Brown's Canyon Road, said point also being the

Promontory SPA Plan and
Development Amelication

Prepared by Swaback Partners August 1, 2000 terminus of said 100.00 foot road parcel.

of the lotter of Also: Beginning at a point which is North 00°03'36' East 1321.45 feet along the Easterly line of Section 25 from the Southeast Corner of Section 25, Township 1 South, Range 4 East, thence continuing along said Easterly line of said Section 25, 50.00 feet to the time point of beginning 67 400.00 foot road parcel measured 50.00 feet either side at hight angles to the following described centerline.

> From the said true point of beginning, thence Southwestern along an arc of a 350.00 foot radius curve concave to the Southeast through a central apple of 90° more or less to the Apath line of the Southeast one-quarter of the Southeast one quarter of said Section 25, said point being the terminus/of said centerline.

Containing 2.65 Acres Net, more of less.

PARCEL "D"

A perpetual easement for the purposes of constructing maintaining, repairing, replacing using and enjoying a one hundred (100) foot wide roadway and underground utility corridor over and across the following:

Beginning at a point that is South 00°13'87" West along the Section Line(140.71 feet and South 197358" East along the State Parks right-of-way 900.45 feet from the Northwest Comer of Section 23, Township 1 South, Range 4 East, Salt Lake Base and Meridian, and running thence South 19°43'58" East 102/14 feet to a point on a 1050 foot radius curve to the right (Pathus bears North 08°33'5 West); thence Westerly along the arc of said curve a distance of 56.98 feet through a central angle of 08°33'57"; thence West 52.18 feet; thence North 19243'58' West 106.24 feet; thence East 88.05 feet to the point of curvature of a 950 foot radius curve to the left (radius bears North); thence along the arc of said curve a distance of 122.25 feet through a eenthal angle of 07°22'22" to the point of beginning.

As granted by an Easement Deed Recorded December 7, 1993 as Entry No.393125 in Book 771 at Page 437 of Official Records.

Containing 0.48 Acres Net more or less.

Net Acreage:

Parcel A = 6379.39 Acres

Parcel B = 1.88 Acres

Parce(© 2.65 Acres

£ 260€ D = 0.48 Acres

= 6384.40 Net Açres

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Promontory SPA Plan and Development Agreement Application Prepared by Swapack Partners August 1, 2000

WEST VIEW SOUTH PARCEL

THE PLANT OF THE PARTY OF THE P Beginning at a point which is North 00°12'10" East along the Section Line 2421.78 feet and West 593.89 feet from the Southeast Corner of Section 14, Township 1 South Range 4 East, Salt Lake Base and Meridian (Basis of Bearing being North 00°12'10" East 5344.64 feet between said Southeast Corner and the Northeast Corner of said Section 14); and running thence South 70°56'11" West 148.92 feet; thence South 84°26'43" West 191,68 feet; thence North 77°54'04", West 181.94 feet; thence North 70°29'06" West 107-68 feet; thence North 58°15′19′ West 477.43 feet; thence North-64°45'04″ West 6394.50 feet; thence North 47°,4336" West 177.95 feet; thence North 28°35'15" West 174.84 feet; thence North 0132'48" West 185.88 feet; thence South 87°33'44" East 129.76 feet; thence North 02°26'16" East 24.66 feet to a point of curvature of a 275.00 \ foot radius curve to the right, the center of which bears South 87°33'44" East; thence Northeasterly along the arc of said curve 272.41 feet through a central angle of 56°45'21"; thence North 59°11'37" East 151.52 feet to a point of curvature of a 125.00 foot radius curve to the left, the center of which bears North 30°48'23" West; thence Norther valong the arc of said curve 28735 feet through a central angle of 131°42'35"; thence North 17°29'02" East 50.00 feet to a non-tangent point of curvature of a 175.00 foot radius curve to the right, the center of which bears South 1次2902" West; thence Southeasterly along the arc of said curve 189.38 feet through a central angle of 62°00'08"; thence North 29°29'10" East 154.13 feet; thence South 20°35'11" East 110.61 feet; thence South 45°2031" East 835.18 feet to a non-tangent point of curvature of a 525.00 foot radius curve to the left, the center of which bears South 67°41'09" East thence Souther valong the arc of said curve 531.47 feet through a central angle of 58°00'05"; thence South 35°41'14" East 114.08 feet to the point of beginning.

Containing 25.29 acres more or less.

WEST VIEW NORTH PARCEL

Beginning at a point which is North 00°12'10" East along the Section Line 3226.47 feet and West 638.91 feet from the Southeast Corner of Section 14, Township 1 South, Range 4 East, Salt Lake Base and Meridian (Basis of Bearing Deing North 00°12'10" East 5344.64 feet between said Southeast Corner and the Northeast Corner of said Section 14); and running thence North 80°51'40" West 63.52 Leet; thence North 38°21'58" West 550.68 feet; thence North 08°26'16" West 208.74 feet; thence North 12°59'39" East 214.35 (Get) thence North 07°09'52" East 222.45 feet; thence North 01°07'02" East 205. (5) Reet; thence North 09°13'18" West 559.17 feet; thence North 29°13'31" East 40.71 Seet to a non-tangent point of curvature of a 325.00 foot radius curve to the left, the center 6 of which bears North 29°133318 East; thence Southeasterly along the arc of said curve 239.30 feet through a central angle of 42°11'17"; thence North 77°02'14" East 55.46 feet to a point of curvature \$\infty\$ 25.00 foot radius curve to the right, the center of which bears South 12°57'46" East thence Southeasterly along the arc of said curve 38.65 feet through a central angle of 88°34'38" to a point of reverse curvature of a 1225.00 foot radius curve to the left, the center of which bears North 75°36'52" East; thence Southeasterly along the arc of said durve 436.95 feet through a central angle of 20°26'14"; thence South 34°49'22' East 189.81 feet to a point of curvature of a 475.00 foot radius curve to the right, the center of which bears South 35°10'38" West; thence Southeasterly along the arc of said curve 583.38 feet through a central angle of 70°22'09"; thence South 35°32'47"

Containing 18.52 acres more or less. West 171.83 feet to a point of curvature of a 525.00 foot radius curve to the left, the center of which bears South 54°27'13" East; thence Southwesterly along the arc of said curve 417.30 feet through a central angle of 45°32'30"; thence South 09°59'43" East 73.64 feet to a point of curvature of a 375.00 foot radius curve to the right which bears South 80°00'17" West; thence Southerly along feet through a central angle of 19°08'02". Inofficial Copy Unother all Copy Unothetalical copy

WEST HILLS WEST PARCEL

Unothicill copy Beginning at a point which is North 89°48'16" West along the Section Line 1817.01 feet from the Southeast Corner of Section 11, Township South, Range 4 East, Salt Lake Base and Meridian (Basis of Bearing being North 89°48'16" West 2659.63 feet between said Southeast Corner and the South Quarter Corner of said Section 11; and running thence North 89°48'16" West along said Section Line 229.90 feet; thence North 58°25'29" West 201.65 feet; thence North 20°27'16" West 331.98 feet; thence North 50°28'23" West 192.10 feet; thence North 27°05'24" West 135.16 feet; thence North \$\text{\$\phi\$6°27'20" East 279.70 feet; thence North 18°32'18" East 212.82 feet; thence North 30°08'03" West 126.66 feet; thence South 68°44'54" West 431.78 feet; thence North 11°08'24" West 442.03 Keet; thence North 13°26'50" East 195.50 feet; thence North 55°30'38" East 387.50 feet; thence North 00°21'13" West 214.93 feet; thence North 83°52'53" West 345.57 feet; thence North 07°02 25" West 450.99 feet; thence North 27°17'13" East 925.46 feet; thence South 57°37'23" East 796.34 feet to a non-tangent point of curvature of a 275.00 foot radius curve to the right, the center of which bears South 60923'52" East; thence Northeasterly along the arc of said curve 44.08 feet through a central angle of 09°11'05"; thence North 57°11'35" West 802.22 feet, thence North 27°17'13" East 518.69 feet; thence North 89°55'18" East 666.33 feet; thence South 30°36'16" East 676.47 feet thence South 59°13'10" East 424.42 feet; thence South 57°36'30" West 638.18 (Leet to a non-tangent point of cut vature of a 395.00 foot radius. curve to the right, the center of which bears South 44°53335" West; thence Southeasterk along the arc of said curve 110.48 feet through a central angle of 16°01'30"; thence South 65°02'02" West 50.15 feet to a non-tangent point of curvature of a 345.00 foot adjus curve to the left, the center of which bears South 60°19'36" West; thence Northwesterly along the arc of said curve 104.22 feet through a central angle of 17°18'30" thence South 57°36'30" West 139.38 feet; thence South 89°29'17" West 312.04 feet; thence South 55@17'27" West 111.79 feet;

> thence South 18°43'50" East 263397 feet; thence South 09°09'24 East 419.24 feet; thence South 00°14'53" East 1135.85 feet; thence South 16°59'40" East 165.96 feet; thence South 05°16'57" East (17639 feet; thence South 06°32/26" West 207.53 feet; thence South 29°27'49" East 197.75 feet; thence South 60°1/244" East 239.13 feet; thence South 04°56'15" East 7729 feet to a non-tangent point of curvature of a 200.00 foot radius curve to the right, the center of which bears South 04°56'15" East; thence Easterly along the arc of said curve 194.65 feet through a central angle of 55°45'45"; thence South 39°10'39" East 200.84 feet; thence South 50°49'30" West 50.00 feet; thence North 39%10030 West 200.84 feet to a point of curvature of a 150.00 foot radius curve to the Neft, the center of which bears South 50°49'30" West; thence Westerly along the arc of Said curve 145.99 feet through central angle of 55°45'45" to point of reverse curvature of a 525.00 foot radius curve to the right, the center of which bears North 04°56'15" West; thence Northwesterly along the arc of said curve 339.92 feet through a central angle of 37°05'49"; thence South 32°09'34" West 13 Ed3 feet to the point of beginning.

Containing 98.17 acres more or less.

WEST HILLS EAST PARCEL

Beginning at a point which is North 89048'16" West along the Section Line 823.22 feet from the Southeast Corner of Section 11, Township 1 South, Range 4 East, Salt Lake

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Unothighed Colory Base and Meridian (Basis of Bearing being North 89°4816) West 2659.63 feet between said Southeast Corner and the South Quarter Corner of said Section 11); and running thence South 12°5746" East 266.50 feet to a point of curvature of a 1225.00 foot radius curve to the left, the center of which bears North 77°02'14" East; thence Southeasterly along the arc of said curve 30.42 feet through a central angle of 01°25'22" to a nontangent point of curvature of a 25.00 foot radius curve to the left, the center of which bears South 75°36'52" West; thence Northwesterly along the arc of said curve 38.65 feet through a central angle of 88°34'38", thence South 77°02'14" West 53.46 feet to a point of curvature of a 325.00 foot radius curve to the right, the center of which bears North 12°57'46" West; thence Northwesterly along the arc of said enrye 361.82 feet through a central angle of 63°47 (6°), thence North 50°49'30" East 50.00 feet to a non-tangent point of curvature of a 275 00 foot radius curve to the left, the center of which bears North 50°49'30" East, thence Southeasterly along the arc of said curve 107.27 feet through a central angle of 22°21'01"; thence North 28°28'29" East 172.05 feet; thence North 43°41'13" West 670.62 feet; thence North 22°44'21" West 218.83 feet; thence North 34°46'3(1°) West 284.74 feet; thence North 10°26'29" East 517.95 feet; thence North 15 29 36 East 365.69 feet; thence North 11°36'29" East 140.36 feet; thence North 27°15'52" West 190.58 feet; thence North 11°10'20" West 201. feet; thence North 02°08'09" East 180.89 feet; thence North 28°40'34" West 180.22 feet; thence North 14°32'12" West 147.72 feet, thence North 65°02'02" East 464.14 feet; thence South 81°38'51" East 185.46 Feet; thence South 28°07'07" East 130.68 feet; thence South 17°33'34" West 300,52 feet; thence South 79°10'04. West 160.56 feet; thence South 10°49'59" East 79.53 feet to a point of curvature of a 525.00 foot radius curve to the right, the center of which bears South 79°10'01" West; thence Southerly along the arc of said curve 167.62 feet through a central angle of 18°17'35" to a point of reverse curvature of a 150.00 foot radius curve to the left, the center of which bears South 82°32'24" East; thence Southeasterly along the arc of said curve 193.49 feet through a central angle of 33°54'32" to a point of reverse curvature of a 275.00 foot radius curve to the right, the center of which bears South 23°33'04" West; thence Southeasterly along the arc of said curve 155.89 feet through a central angle of 32°28'43" thence South 33°58'13" East 204.95 feet to a point of curvature of a 475.00 foot radius curve to the left, the center of which bears North 56°01'47" East; thence Southeasterly along the arc of said curves 310.44 feet through a central angle of 37°26'44" to a point of reverse curvature of a 200.00 foot radius curve to the right, the center of which bears South 18°35'03" West; thence Southeasterly along the arc of said curve 218.61 feet through a central angle of 62°3,73°9° to a point of compound curvature of a 425.00 foot radius curve to the right, the center of which bears South 81,312,42" West; thence Southerly along the arc of said curve 212.13 feet through a central angle of 28°35'55" to a point of teverse curvature of a 25.00 foot radius curve to the left. The center of which bears South 70°11'23" East; thence Southeasterly along the arc of said curve 37.75 feet through a central angle of 86°30'25% thence North 66%4148 West 457.99 feet to a point of curvature of a 225.00 foot ractions curve to the left, the center of which bears South 23°18'12" West; thence Southwesterly along the arc of said curve 551.00 feet through a central angle of 140°18'42"; thence South 27 80/30" East 378.05 feet to a point of curvature of a 1175.00 foot radius curve to the right, the center of which bears South 62°59'30" West; thence Southeasterly along the

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North, 89, 48, 16" West along the Section (1, fine 484, of Section 11, Township 1 South, Range 47tast, Salt L.

Jis of Benjing being North 89, 4816", West 2659, 63 feet bet ar and the South Quarter Corner of said Section 11; and runnin, 2240°, Egist 42.14 feet; thence South [3], 182 17" West 251, 30 feet to into fight/salter of a lift 7500 foot radjust purve to the right, the center of said curves, see through a central angle of 13, 4216", thence North 1273-46" West 344, 42, thence North 1273-46" West 344, 42, thence North 1273-46" West 344, 42, thence North 1273-46" West 351, 52.13 feet to see point of heginning.

Containing 3.86 acres more or Jess. arc of said curve 288.04 feet through a central angle of 14.02.44"; thence South 12°57'46" East 491.14 feet to the point of beginning.

Containing 33.66 acres more or less. Basis of Bearing being North 89°48'16" West 2659.63 feet between said Southeast Corner and the South Quarter Corner of said Section 11); and running thence South 13°22'40' East 442.14 feet; thence South 71°17" West 251.30 feet to a non-tangent point of carvature of a 1175.00 foot radius curve to the right, the center of which bears North 63°19'58" East; thence Northwesterly along the arc of said 281.05 feet through a central angle of 13°42'16", thence North 77°02'14" East 279 15 500 the point of beginning Uno Hitelian Color Umofficial copy Unoffileloll copy

Unothigheil color DEER CROSSING WEST PARCEL

Beginning at a point which is North 00°05'47' West along the Section Line 3012.08 feet

and West 3366 00 for from the Southeast Compare Frontier 12. Township 1 South and West 3366.00 feet from the Southeast Corner of Section 12, Township 1 South Range 4 South, Salt Lake Base and Meridian (Rasis of Bearing being North 89°11)05" West 5232,98 feet between said Southeast Corner and the Southwest Corner of said Section 121 and running thence North 52°44'47" East 367.67 feet; thence North 24°23') 3" East 653.10 feet; thence North 05°37'58" West 117.66 feet; thence North 22°20'04" West 376.33 feet; thence North 37°33'15" East 198.50 feet; thence North \$0°51'00" East 194.16 feet; thence North 68°41'11" East 120.73 feet; thence North 05°34'10" East 124.24 feet, thence North 25°35'05" East 17809 feet; thence North 05°35'25" East 85.98 feet; thence North 36°17'00" West 185.70 feet; thence North 55°47'07" West 317,82 feet; thence North 21°56'06" (West 60.14 feet to a non-tangento point of curvature of a 325.00 foot radius curve to the left, the center of which bears North 22°32'50 West; thence Northeasterly along the arc of said curve 244.66 Feet through a dentral angle of 43°07'59"; thence South 65°40'49" East 234.02 feet; thence North 17953 22" East 147.83 feet to a non-tangent point of curvature of 2525.00 foot radius curve to the right, the center of which bears South 17°53'22" West, thence Southeasterly along the arc of said curve 290.78 feet through a central angle of 31°44'02"; thence South 40°2236" East 142.99 feet to a point 8 curvature of a 575.00 foot radius curve to the right, the center of which bears, South 49°37'24" West; thence Southeasterly along the arc of said curve 433.44 feet through a central angle of 43°11'24"; thence South 02°48'48" West 198.69 feet to a non-tangent point of curvature of a 25.00 footradius curve to the left, the center of which bears North 87°11'120 West; thence Westerly along the arc of said curve, 39.27 feet through a central angle of 90°00'00% thence North 87°11'12" West \$47.04 feet to a point of curvature of a 125.00 foot radius curve to the left, the center of which bears South 02°48'48" West; thence Southwesterly along the arc of said curve 118.86 feet through a central angle of \$4°28'51"; thence South 38°19'57" West 193.52 feet to a point of curvature of a 475.00 foot radius curve to the left; the center of which bears South \$1°40'03" East; thence Southwesterly along the are of said curve 283.32 feet through a central angle of 34°10'29"; thence South 04°09'28" West 323.53 feet Thence South 85°50'32" East 38627 feet; thence South 08°20'25" East 429.06 feet; thence South 09°50'38" West 172.28 feet; thence S 27°59'34" West 166.34 feet; thence South 35°25'09" West 117.54 feet; thence South 36°19'02" West 85.82 feet; thence South 61°41'15" West 198.81 feet, thence South 68°42'12) West 137.96 feet; thence South 21 17'48" East 155.19 feet; thence North 48% (246" East 379.48 feet; thence North 60°20'09" East 371.36 feet (thence South 21°17'48" East 276.06 feet; theoce South 68°42'12" West 798.07 feet to a non-tangent point of curvature of a 25.00 foot radius curve to the left, the center of which bears North 21°17'48" West; thence Northeasterly along the arc of said curve 39.27 feet through a central angle of 90°00'00"; thence North 21°17'48" West 128.44 feet; thence South 68°42'12" West 179,94 feet; thence North 65°47'21; West 569.61 feet to the point of beginning.

DEER CROSSING EAST PARCEL

BK01429 BG#1470

Muchilique Colory Beginning at a point which is North 00°05'47' West along the Section Line 1833.31 feet and West 2217.51 feet from the Southeast Corner of Section 12, Township 1 South, Range 4 South, Saft Lake Base and Meridian (Basis of Bearing being New York Section 12) said point also being curve to the lack. curve to the left, the center of which bears South 15°25'06" West; and running thence Westerly along the arc of said curve 95)54 feet through a central angle of 24°19'45"; thence South 81°05'21" West 125.23 feet to a point of curvature of a 425.00 foot radius curve to the right, the center of which bears North 08°54'39". West; thence Westerly along the arc of said curve (1)3.24 feet through a central angle of 15°15'57" to a nontangent point of curvature of a 25.00 foot radius curve to the left, the center of which bears North 06°21'18° East; thence Northeasterly along the arc of said curve 42.40 feet through a central angle of 97°10'51"; thence North 00°49'33" West 100.41 feet to a point of curvature of a 275.00 foot radius curve to the right, the center of which bears North 89°10'27" East; thence Northwesterly along the arc of said curve 101.03 feet through a central angle of 21°02'58"; thence North 20013'26" East 111.92 feet to a point of curvature of a 475.00 foot radius curve to the left, the center of which bears North 69°46'34" West; thence Northeasterly along the arc of said curve 135.32 feet through a central angle of 16°19'23"; thence North 03°54'03" East 106 \$ Preet; thence North 86°05'57" West 121.93 (teet; thence North 18°27'27" West 263.40 feet; thence North 68°42'12" East 835.03 feet to a point of curvature of 500.00 foot radius curve to the left. the center of which bears North 21°17'48" West; thence Northeasterly along the arc of said curve 735 (23) feet through a central angle & (8)4 15'04"; thence North 15°32'52" West 482.23 feet to a point of curvature of a 275,00 foot radius curve to the left, the center of which bears South 74°27'08" West; thence Northwesterly along the arc of said curve 179.15 feet through a central angle of 37/19/31"; thence North 52°52/23 West 117.83 feet to a point of curvature of a 375-00 foot radius curve to the right, the center of which bears North 37°07'37" East; thence Northwesterly along the arc of said curve 364.47 feet through a central angle of 55041'11"; thence North 02°48'48' East 426.33 feet to a point of curvature of a 625.00 foot radius curve to the left, the center of which bears North 87°11'12" West; thence Northwesterly along the arc of said curve 294.23 feet throughout central angle of 2658'22" to a non-tangent point of curvature of a 25.00 foot radius curve to the left, the center of which bears North 65°45'06" East; thence Southeasterly along the arc of said curve 37.78 feet through a central angle of 86°35'14" to a point of reverse curvature of a 125.00 foot radius curve to the right, the center of which the arts South 20944939" East; thence Northeasterly along the arc of said curve 40.46 feet through a central angle of 18°32'51"; thence North 87°47'52" East 74.37 feet to a point of curvature of a 75.00 foot radius curve to the left, the center of which bears North 02°12'08" West; thence Northeasterly along the arc of said curve 118.06 (Rect through a central angle of 90°11'30"; thence North 02°23'38" West 162.85 feet; thence South 87°59'00" West 85 \$7 feet; thence North 3537'13" West 840.40 feet; thence North 70°38'09" East 954,73 feet; thence North 870451" East 71.78 feet; thence South 25°49'58" East 61.13 feet; thence South 41°36'09" East 89.88 feet; thence North 64°07'25" East 151.63 feet; thence North 10°34'37" Bast 166.22 feet; thence North 85°23'00" East 776.31 feet; thence South 12°28'\6" East 326.37 feet; thence South 59°09'12" East 280.33 feet; thence South 00012'41" East 360.21 feet; thence South 21°07'47" West 508.50 feet; thence South

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... on 01°39'21" East 458.14 feet; the.
... outh 63°27'23" West 465.56 feet; then
... thence South 80°48'80" East 340.45 feet; thence.
... thence South 80°48'80" East 340.45 feet; thence
... feet; thence South 30°20'24" West 501.35 feet; thence
... 1.13 feet; thence South 20°20'254'32" West 291.81 feet; thence So
... 406.19 feet; thence South 63°55'13" West 194.38 feet hence So
... West 212.13 feet; thence South 63°55'13" West 616.28 feet; thence So
... 907" West 98.40 feet; thence South 15°25'06" West 214.60 feet to the point of oeginning.

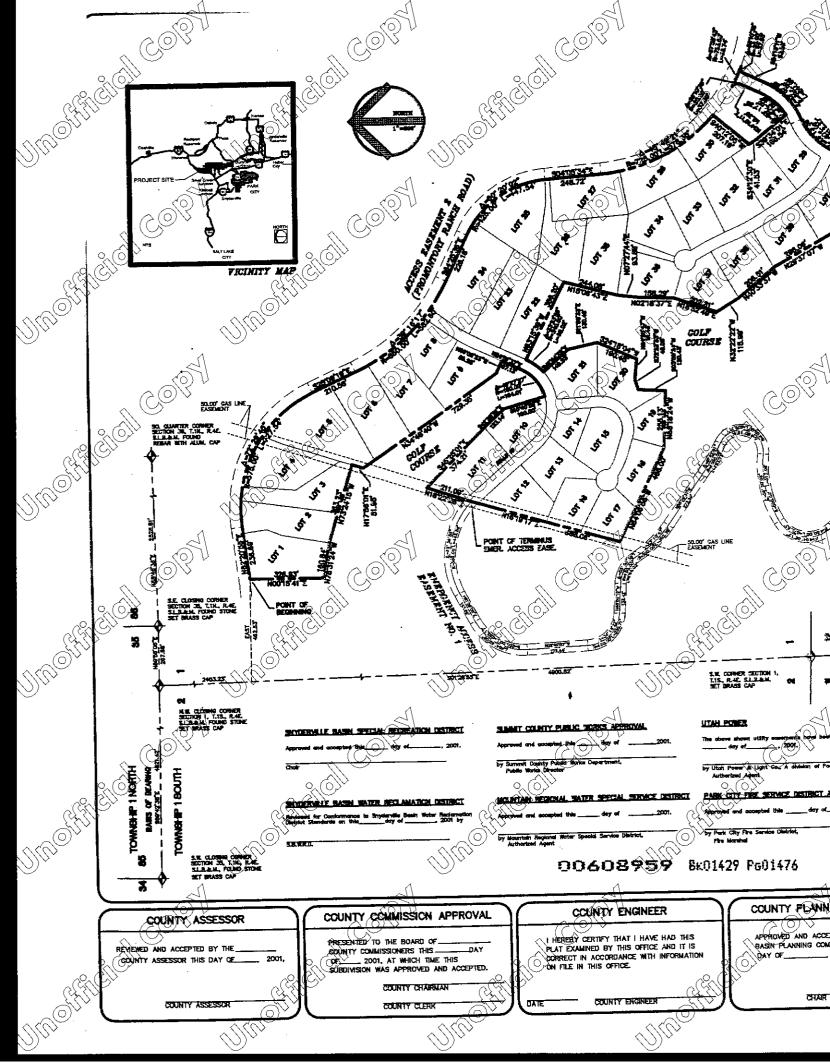
Containing 160.89 acres more or less. Last 351.90 feet; thence South 01°39'21" East 458.14 feet; thence South 50°57'51" West 92.45 feet; thence South 63°27'23" West 465.56 feet; thence South 47°39'41" West 485.67 feet; thence South 00°41'58" West 95.17 feet; thence South 45°16'01" East 390.69 feet; thence South 84°48'09" East 340.45 feet; thence South 11°46'54" West 388.60 feet; thence South 30°20'24" West 501.35 feet: the 74°35'30" West 237.13 feet; thence South 22°54'32" West 237.13 feet; thence South 71°10'5'39'35'02" West 406.19 feet; thence South 71°10'5'39'35'02" West 212.13 feet: the 28°59'07" West or the difference of the second control of the difference of the d June of the deal copy of the light of the li

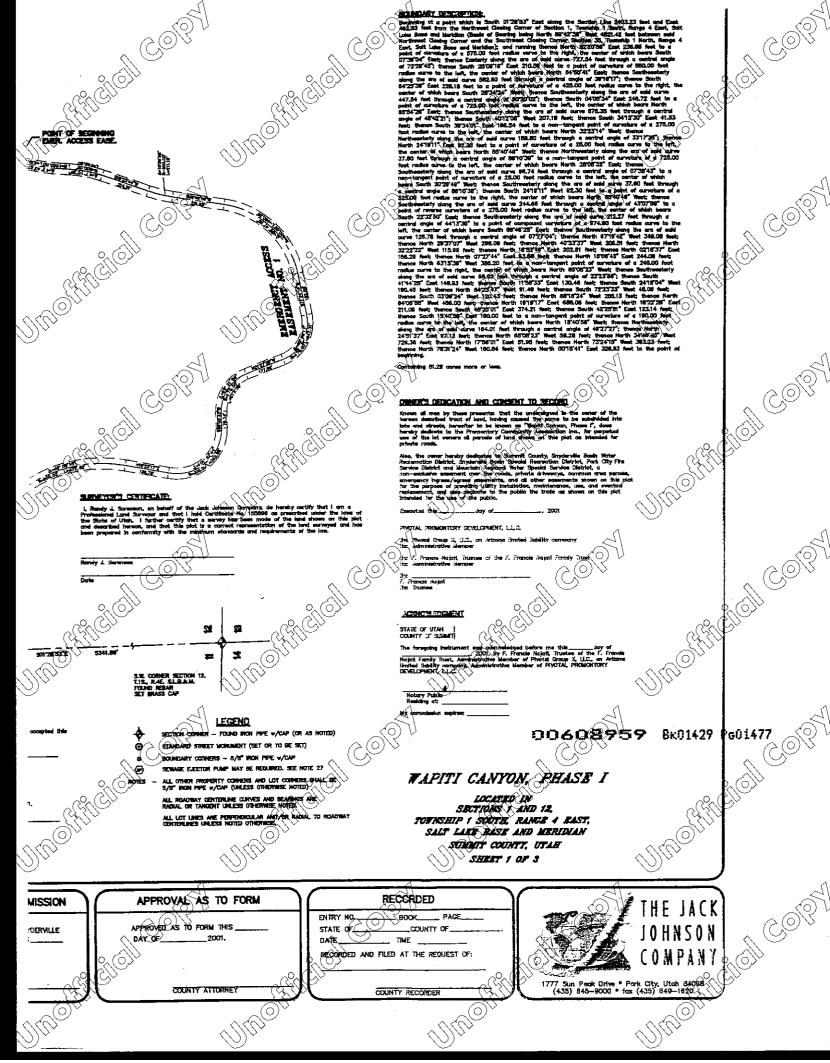
Muchilique Color WAPITI CANYON, PHASE I
Beginning at a point which is South 01°28'53" East along the Section Line 2403.23 feet and East 462.53 feet from the Northwest Closing Corner of Section 1, Township 1 South, Range 4 East, Salt Lake Base and Meridian (Basis of Bearing being North 89°42'38" West 4821,42 feet between said Northwest Closing Corner and the Southwest Closing Corner Section 35, Township 1 North, Range 4 East, Salt Lake Base and Meridian); and running thence North 82°20'56" East 236×69 feet to a point of curvature of a 575.00 foot radius curve to the right, the center of which bears South 07°3904" East; thence Easterly (a) shong the arc of said curve 72754 feet through a central angle (6) 2°29'45"; thence South 25°09'19" East 210.56 feet to a point of curvature of 850,000 oot radius curve to the left, the center of which bears North 64°50'41" East; thence Southeasterly along the arc of said curve 582.60 feethrough a central angle of 39°16'17"; thence South 64°25'36" East 226.18 feet to a point of curvature of a 425.00 foot radius curve to the right, the center of which bears South 25°34'24" West; thence Southeasterly along the arc of said curve 447.54 feet through a central angle of 60°20'02"; thence South 04°05'34" East 248.72 feet to a point of curvature of a 725.00 foot radius curve to the left, the center of which bears North 85°54'26" East; thence Southeasterly along the arc of said curve 578.35 feet through a central angle of 45°42'21"; thence South 40°12'05" West 207.19 feet; thence South 34°12'30" East 41.53 feet; thence South 39°34'01" East 166.54 feet to a nontangent point of curvature of a 275.00 foot radius curve to the left, the center of which bears North 32°23'14" West; thence Northeasterly along the arc of said curve 159.80 feet through a central angle of 33°17'35"; thence North 24°19'11" East 92.30 feet to a point of curvature of a 2500 foot radius curve to the left, the center of which bears North 65°40'49" West; thence Northwesterly along the arc of said curve 37.60 feet through a central angle of 86°10'39" to a non-tangent point of curvature of a 725.06 foot radius curve to the left, the center of which bears North 28°08'32" East; thence Southeasterly along the arc of said curve 96.74 feet through a central angle of 07°38'43" to a nontangent point of curvature of a 2500 foot radius curve to the left, the center of which bears South 20°29'49" West thence Southwesterly along the arc of said curve 37.60 feet through a central angle 86°10'38"; thence South 24°19") West 92.30 feet to a point of curvature of a 325.00 foot radius curve to the right the center of which bears North 65°40'49" West, thence Southwesterly along the arc of said curve 244.66 feet through a central angle of 43°07'59" to a point of reverse curvature of a 275.00 foot radius curve to the left, the center of which bears South 22032'50" East; thence Southwesterly along the arc of said curve 212.27 feet through a central angle of 44°13'35" to a point of compound curvature of a 974.90 foot radius curve to the left, the center of which Bears South 66°46'25" East; thence Southwesterly along the arc of said curve 126.78 feet through a central angle of 07°27'04"; thence North 67°19'42" West 349.08 feet; thence North 29°37'07" West 296.06 (Rectathence North 40°33'37" West 206.51 feet; thence North 32°22'22" West 115.99 feet; thence North 18°52'49" East 202.81 feet; thence North 02°18'37" East 158-29 feet; thence North 07°27'44" East 93.88 feet; thence North 15°06'43" East 244.08 feet; thence North 63°15'39" West 386.20 feet to a non-tangent point of curvature of a 240.00 foot radius curve to the right, the center of which bears North 65 08 23" West; thence Southwesterly along the arc of said curve 98 02 feet through a central angle of 23°23'58"; thence South 41°44'25" East 149 93 feet; thence South 11°56'33" East 130.46 feet; thence South 24°18'04" West 190.45 feet; thence

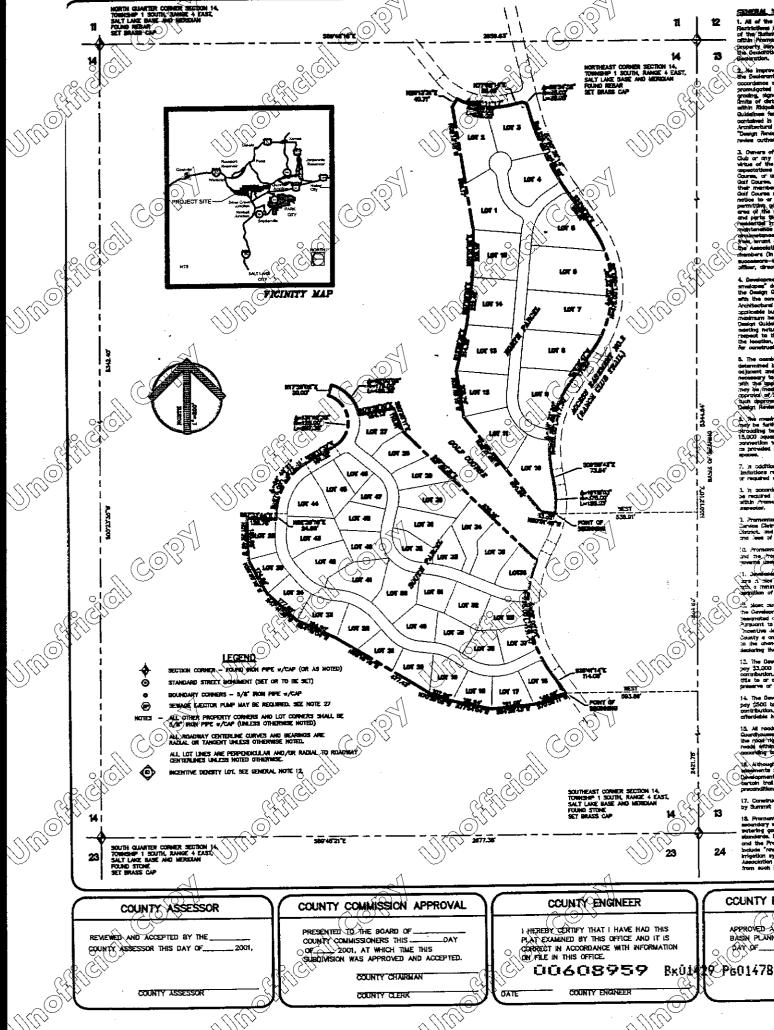
> BK01429 PG01473 00608959

Set 48.06 feet; thence South (Set 255.13 feet; thence North (Set 688.06 feet; thence North (Set 688.06 feet; thence South (Set 74.2) feet thence South (Set 74.2) feet thence South (Set 74.2) feet thence North (Set 74.2) feet feet (Set 74.2) Une Afficial Color Une Hile of the color

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CCUNTY FLANNING

APPROVED AND ACCEPTED
BASIN PLANNING COMMISS

subject to the Declaration of Downsents, Conditions (mid) mandments thereto ("Declaration") recorded in the Office state, Utah, Parament to the Declaration, and company of total promoting Decearancy, an ossociation of Promoting of the Utah of Utah of

y be mede be any lot officially the review and approval of curt, the Architectural Riview (Correction and experience in Framework processing the County of t

heading distributions."

And assertable, or commissionship interest in the Protrionbory field or other Golf Courses within Protrionbory solely by any locks. Further, lot several sheal hove no rights, to the physicial condition, located ones may perfain or only perfain on the protrionbory desired of the protrionbory of the other not protected to such the protrionbory of the or Its any other owner of my just journey for or the protrionbory of the or Its any other owner of my just journey for or owner, the protrion of the protrionbory of the or Its any other owner of my just journey for or owner, the protrionbory of the p

into a shople let many be permitted in certain areas of class of Declarant's discretion. If an owner purchases the requested house location structured at all the purchases the relation approved by the Design Reviewer in connection. A. The approved or discretional of the Design Reviewer, restors. Parties, the combination of lets free register with a collection of an experiment to the Plats. Register for Summit County without the prior written, approved of the

i home within Premorbay is 193000 square feet. This identice. The matrices publishing hope-terms of a home is firmed in the consecution of the description. It is the control of the contr

building Spa, the Danign Guidelines have specific of Januarys and Irrigation that may be permitted maint Jans be approved by the Danign Reviewer.

evolutionment Agreement between Summit County
Agreement's The Development Agreement
origin Promientory.

con any lot shown on the slot that he in second of a lot stand be a since transit, detailed despite which is a Salar stand of a salar stand of

belong Coal, analysing developed the control of the

community, Declarant has retolicid the right to grant continue within the community, jn veliciton, the that the Association will contribute \$200,000 toward to 800 on the flygroup 245,000 legs accurance of certain be covered by Association, compagnisms.

od to comply with it measurement of the purposes. President Septem Chertot may implement a purposes. Presidently may utilize tracted amongs efficient in using lytication where in compliance with titch requisitory over seath left for the heavest of Declarant, the Association it for representations of the representation of the representation of the representation of any lot from the representation of the secondary or injury resulting spring or the marches of this essentiant.

GENERAL MOTES CONTINUED:

13. The more grading of lots will be limited. Home plans must utilitie graduat account possible in conformance with Distance designations.

21. Any matrices accounted the

20. Any residence proposed for construction is a risigative protection area identified on this piet must correly with certain requirements of the Development Agreement that are generally summerched on Indiana (Ne. prospouse building form shall break the natural likes of the protection developes when rivingly from ID. Sightney 44.8 are the Brownia Carpus-Reight, is building that is located at minimum of 50 certain of the theorem of the residence of the residence of the translation of the residence of the translation of the following of the residence of the translation of the supplementation of the Reightney shall be covered to the Reightney and the covered to the Reightney and the covered to the Reightney of the Capital Sight of the Reightney of the Reightney to the Development Agreement of the Sightney Reightney of the Development Agreement of the Development Agreement of the Development Agreement.

intary contains automates areas of open space. Open space street dail it shall be preserved in open space condition in accordance with the rise of like) Development. Agreement, Design Culdelines and Declaration

27. Provided resident, guest and construction vehicle access shall be maintellined (M-vulp) Telepide Carpon (Interested 80), and the sendant community enterested (U.S. 40) rights (M-N through Scene) Carpon.

23. The Association has the obligation to fence cut and to avoid interference objects transhing and eightfurfural operations. Heither developer nor adjocent operatural operatural shall be liable for any injury caused by the fallura to a adjocent operatural operatural periodics.

25. All Lobs are subject to a 10.00-foot private utage and protocope comment utang of lot flows. Declarant revision the right to greatly additional utality assertments within Promontary. In addition to the comments the private in Note 33, Declarant may grant comments to utalities whether or not the observation of the house of the foot protocopy of the private of the Promontary. At road rights of very only permit advantaged on the throaded in the Promontary. At road rights of very only permit private accounts on the plant are also subject to Declarant's right to grant deprivation or residue.

constitutions a section and the public collector and presents making the public collector and presents making the first and first the required by profetable any private pressure fives or algorithm purple is not to find the first Springly in the first present pressure fives or algorithm for the societies of the professions appear five the tribbs a service of the pressure pressure fives the tribbs a service of the pressure pressure. The societies of the pressure fives that tribbs a service of the pressure pressure, the public fit statistics and provided fit the SEWEU conversation and the first pressure of the pressure of the statistics and the pressure of the statistics and the pressure of the statistics of the statistics and the statistics of the statistics and the statistics of the statistics

28. Priviency: constructed over dratage scales shall be required outpert in accordance with the requirements of Summit Deutity.

b. An all-weather five department occess road must be installed and mode processible prior to the lessance of a building permit and the oppremendment of any networker. The all-seather fire department access road in \$50 the motivated of all researchers for the exist first the all-seather seconds in one mentioned of a fire District reserves the right to stop work until the finguisted process or placed of the mention.

30. Note: supplies required for fire protection and the hydrarits are to be installed and made serviceable prior to the lessance of a blishing-permit and the commencement of any construction. In the event that the first protection would want to the protection be placed book in service. Which supplies for the protection in placed book in service. Which supplies for the protection must be descriptively destribed in a manner to prevent obstraction. Each water supply for fire protection must be descriptively the first protection of the protection of

22. The Ensemberth plantified on the plot on Accesse Ensements 1 (Promontory Rench Rood) and 2 (Plantif Cale Tree), and Enterpency Accesse Ensements 1. (Promontory Rench Rood) and 2 (Plantif Cale Tree), and Enterpency Accesse Ensement No. 1 generally ossessible that the seminary of the Plantific Rood of the Plantific Room of the Plantific Room of the Plantific Room of the Roo

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3. The Devication contains colditional ensemble for devication arterial change ways.

3. The Devication contains colditional ensemble for devication arterial coldinary and the second of the particular of the following the lot covered by residential the forecast of the particular of the lot covered by residential for forecast on the lots. Designificant, sight reserves permanent to exempte a committee or lots accordance to the particular of the content of the reserves permanent contains for the risingle of the content of the reserves of the content of th

requiring immunicative constitution or bending for some.

33. The following Salatist bending providence are given a new-modulative utility construct courses the 10.00 feet physical utility on the drawings essentiant as described in Nobe 26, the roots shown the life Plet and Account countries I and 2 as described in Nobe 26, and such other Constitution only the Plet and Account Countries I and 2 as described in Nobe 32 and such other Constitution of the Plet and Account Countries I and 2 as described in Nobe 32 assumes that the providence of the Plet and Accountries the Countries I assume Court Countries Tourisms Registered States Countries Tourisms Registered States Countries Tourisms Registered States Countries Tourisms Registered States Countries Tourisms States (1994). (0,

STEDAL HOTES

Character Density' toks not meeting the requirements to be elemented as Enfort code 'ere designated on this plot by the symbol \$\oldsymbol{\text{de}}\$. Lots otherwise meeting the requirements to be clossified on Entries Lots' may be designated, on Passettive Oris by Developer prior to the first side of such lot by the recording of a specific rotic by Developer prior to the first side of such lot by the recording of a specific rotion against thirt to such that

2. Declarent hereby grants for the use and benefit of the locks within the jett a perpetual element for ingress and agrees over and solves the parceles identified a Access Economist No. 1 and Access Economist, 10, 2 by their earliest plet for Waptit Compute, Prices I recorded se entry number of the Surrent County Recentary Recentar

KKST VIEW POCATED IN SECTION 14. TOWNSHIP I SOUTH, RANGE 4 RAST, SALT LAKE BASE AND MERIDIAN SUMMET COUNTY, UTAH SHEET 1 OF 2

SOLITH PARKETS:

Bushvains at a point which is Morth-DUTETOT East doing the Section Line 2441.75 feet and these 383.86 feet from the Sectionest Current of Section 14, Towards 1 South, Assaye 4 Digit, Safe Line Sees and Secretical (Seast of Section 14, Towards) 1 South, Assaye 4 Digit, Safe Line Sees and Sectionest (Seast of Section 14, Towards) 1 South, Assaye 4 Digit, Safe Line Sees and Section 16, One of Section 15, One of Section 15, One of Section 15, One of Interest Section 15, One of Interest Section 17, TOWAT 17, TOWAT 18, One of Section 16, One of Interest Section 17, TOWAT 17, TOWAT 18, One of Section 16, One of Interest Section 17, TOWAT 18, One of Interest Section 17, TOWAT 18, One of Interest Section 17, TOWAT 18, One of Interest Interest Section 18, One of Interest Inter

Contribing 23.28 screen more or Jisses.

MCRTH PARKEL:

Bouthwhile of a point (which is) North COT210" East doing the Section Line 2224.47 feet of West 83.54 feet from the Southeast Corner of Section 14, Township 1 South, Nancja 4 East, Saft Lake Seve and Merklim (Sewis of Bouring being highly COT210" East 53.44 feet between self Southeast Corner and Jisses, Neighbourt Corner and Jisses, Neigh

Containing 18.52 ocyme mare or less.

SENCYPES CERTIFICATE

A Royely & Seriment, on behalf of the Jock Johnson Company, do hereby cartify (say). You are Professional Land Sarveyor and that I had Cartifloota for Jocks and Joseph Cartifle of the State of Utility. I further partial that is a survey has been made of the land about on this part and debuggied investigation of the survey has been made of the land about on this part and debuggied investigation of the land about on the part and debuggied and has been prepared it conformatly with the ministram standards dight

Randy J. Sorenson	
Dence	

CHARGE DESIGNATION AND ADDRESS TO RECERT

Known of men by these presents. Stell the widersigned is the corner of the hereon described truck of lend, having dessend the some to be associated in tota our strucks, hereoffer, to be isomerice. "Seet View", does hereby desicution to the Formattary Cominghatty-besiciation that, for perpetual use of the ict centers of paragraph of order lations on the plant as interested for private roads.

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By: F. Francis Najari, Trustes of the F. Francis Hejari Family Trust the Administrative Member \mathbb{A}_{\geq}

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ACCOUNT EDGMENT		$\sim \langle \hookrightarrow \rangle$
STATE OF UTAK 1 \		\wedge

STATE OF UTAH
COUNTY OF SUBMITS
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My commission o	aptres:	<

YDERVILLE

APPROVAL AS TO FORM

APPROVED AS TO FORM THIS DAYLOP __ 2001.

COUNTY ATTORNEY

RECORDED

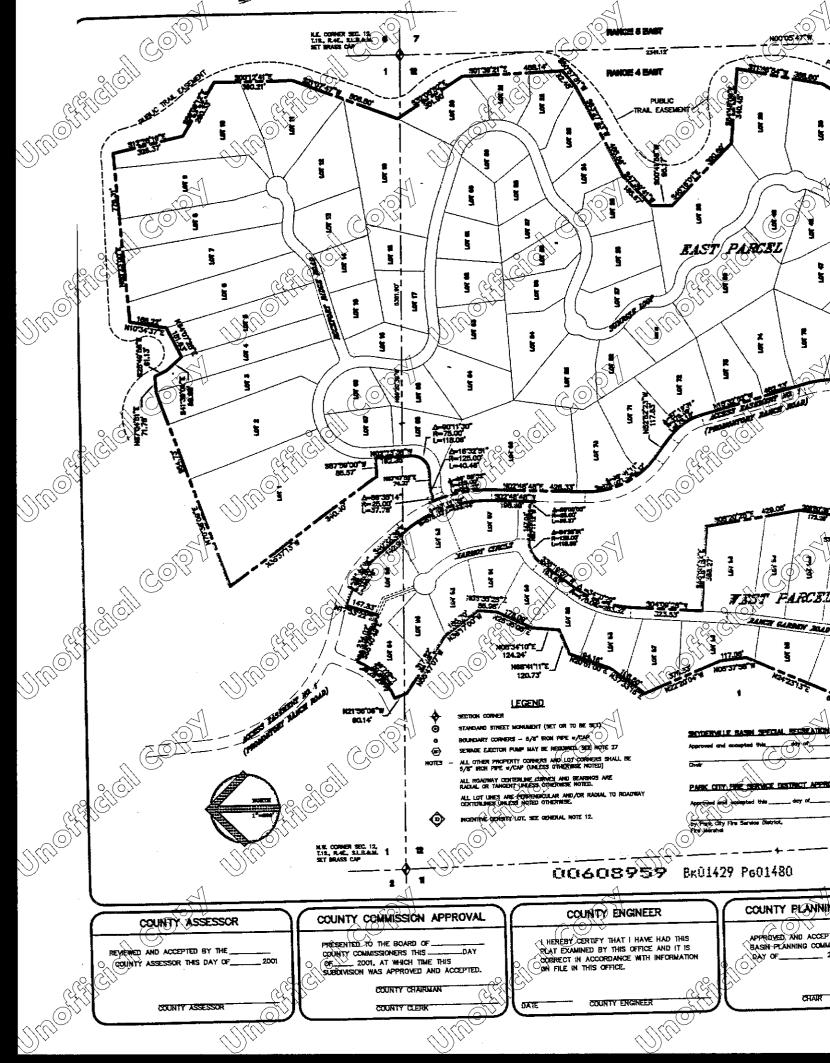
ENTRY NO. 900K PAGE COUNTY OF_ DATE TIME RECORDED AND FILED AT THE REQUEST OF:

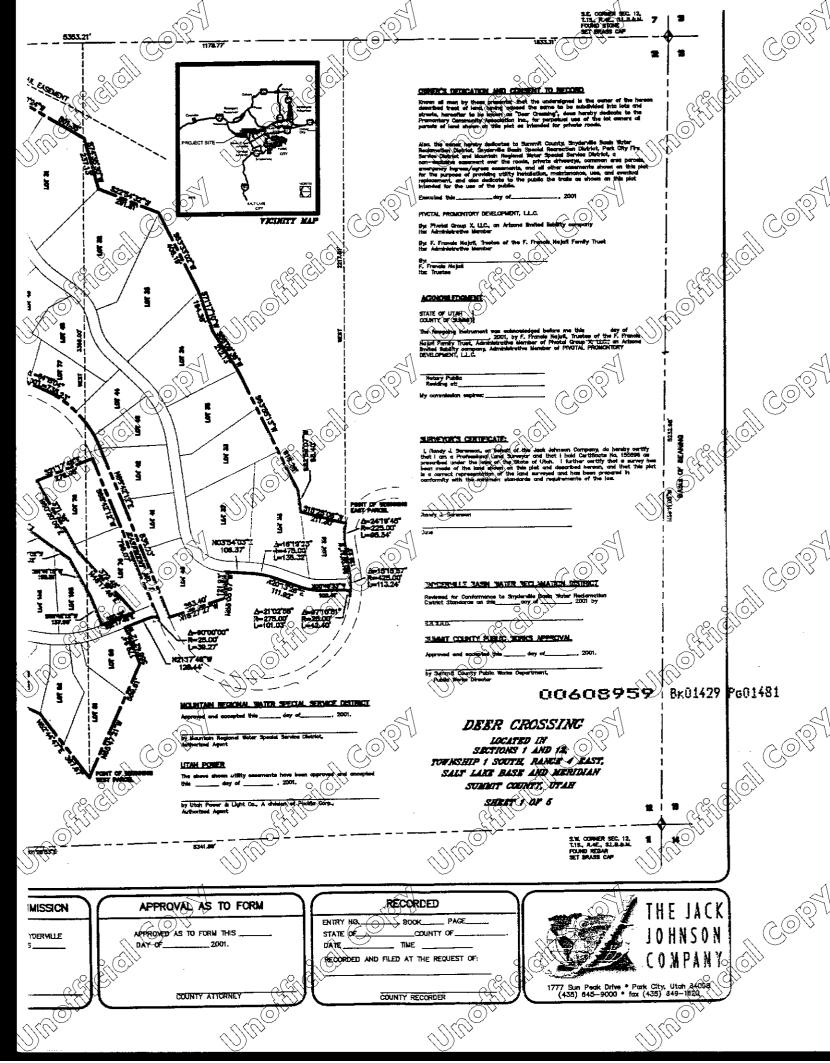
COUNTY RECORDER

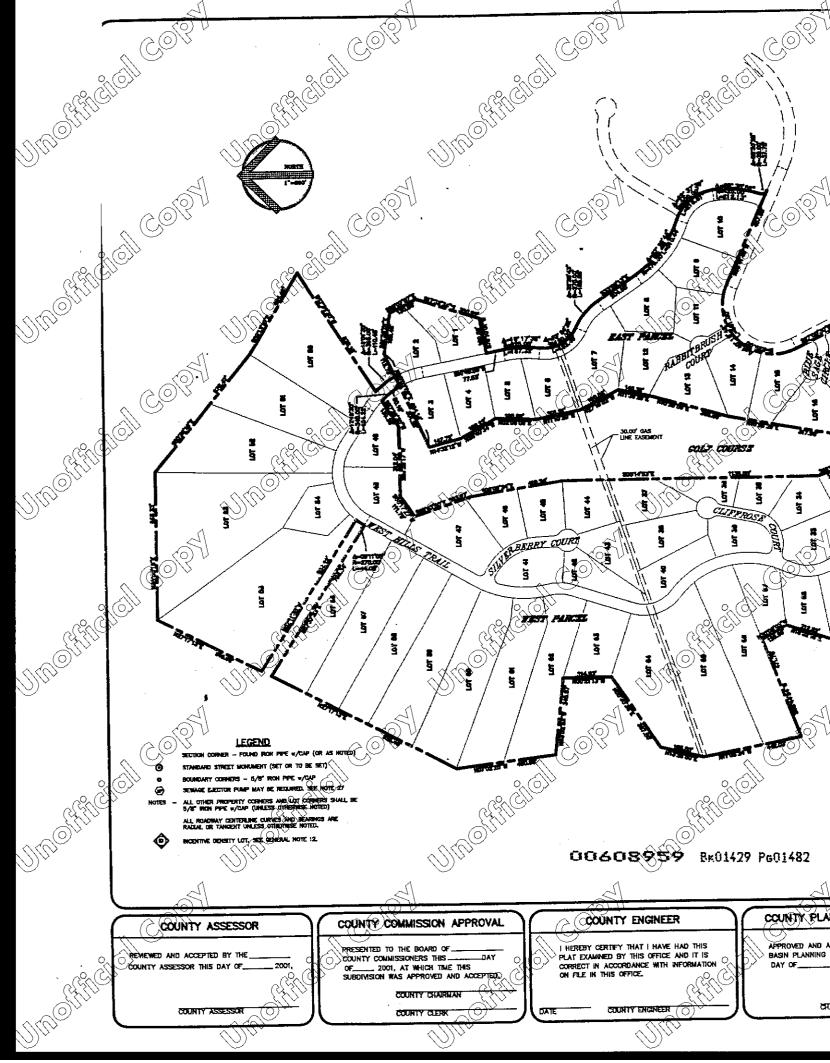


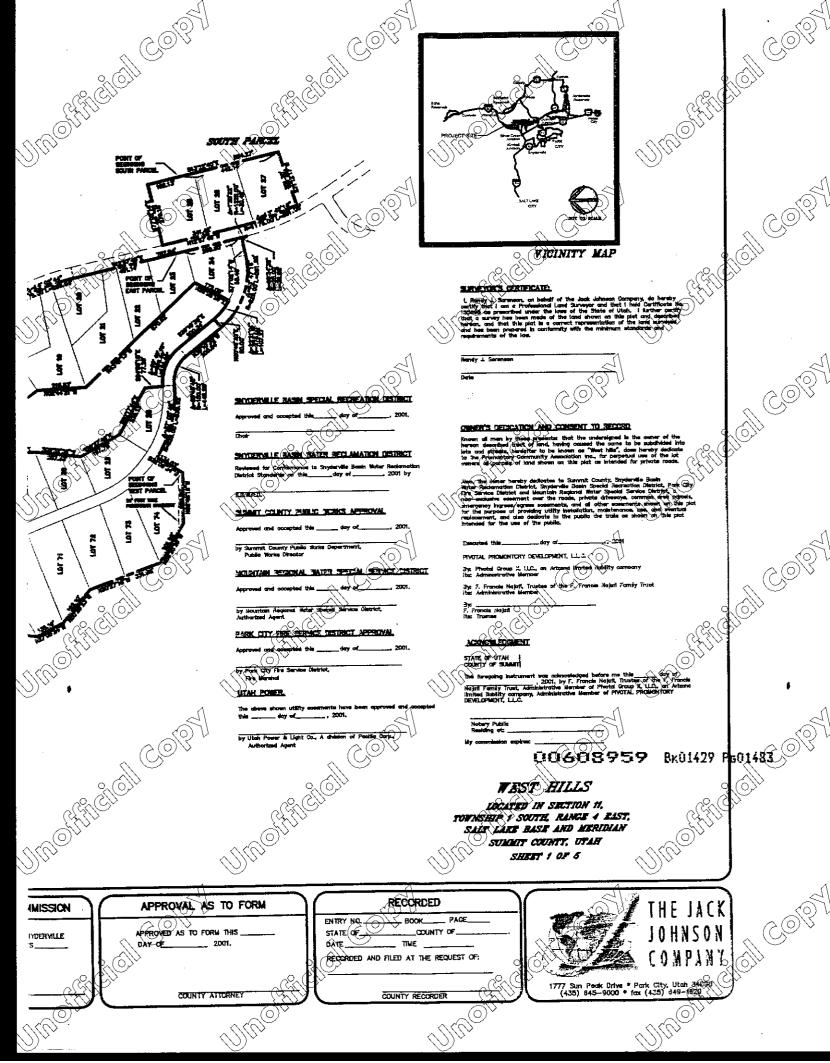
THE JACK KOZNHOL COMPANY

1777 Sun Peck Drive * Pork City, Utch 84098 (435) 845-9000 * fax (435) 349-1620









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			Ssing West Contract Unit Quantity Measure		
	(Co.)	Deer Cros		(O) \>	SOND COST
				_	BOND COST
CHAIL .	(0)	Deer Cros	ssing West		
1/10	Cost Code	cription	Contrac	ct Totals	duled
	BASE BID AMES CONSTRU	CHON, INC., April 5, 2001		Unit Price Val	4
	Frosion Control		1,734 LF	\$ \(\begin{pmatrix} \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \	4,391 4,387 6,808
	Strip and Stockpile Site Excavation (co	ommon)		\$ 1.55 \$ \$ 1.96 \$	6,808
(1) - (1), o,	Rip-rap, Machine p	placed (O)	2	\$ 9.27 \$ \$ 1,120.00 \$	
	9269 6" Aggregate Base				35,820
1100 F	10" Select Sub-Ba 4" Bituminoùs Suri	se	6,000 TN :	\$ 6.750 \$	40,500
	Topsoil spreading Revegitation / Hyd		3,500 CY	\$ 3.00 \$	68,000 10,500
	02015 Storm Drain	O Malch		\$ 2,210.00 \$	6,630 3,186
 	18" RCP		178 LF (\$		3,186
	:24" RCP :36" RCP		OLFOX 9	27.30 \$	-000
	5.3 x 4.0 Arch CMF SD Inlet		3 EA S	89.00 \$	
	Remove existing of	ulverts	LF \$	16.00	M,500
	OTAL SCHEDULE OF VALUE	JES A		4	11,282
E	BOND COST = 120% OF COI	ISTRUCTION COST V		_(0) \(\mathcal{\psi} \) \(\m	11,282 53,538 3,169
<u>E</u>	Summit ⊕aunty Inspection F	ee = 1.5% OF CONSTRUC	CTION COST	\$	3,169
ELITER	<u>C</u>		ALIV.	2	
(1100),	~ (/(U)	ee = 1.5% OF CONSTRUC	OTION COST	~ (\(\bar{U}(0))	3,169
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		Deer Crossing	East	BOND C	
		Deer Crossing			>*
	Cost Descripti	on Quant	Contract Totals Unit Weasure Unit Price	Saneduled Value	
I.	BASE BID AMES CONSTRUCTION Clearing and Grubbing	N, INC., April 5, 2001	AC \$ 1,087,00	<u> </u>	
	Erosion Control Strip and Stockpile Top Site Excavation (comm		CY (\$) 1.55	\$ 9,954	
	Rip-rap, Machine place Final Clean-Up		9.27 9.27 \$ 1,120.00	\$ 78	
	9269 (C) (S) 6" Aggregate Base Cou		(3) TN \$ 9.950	\$ (85,570)	·
Miller	10" Select Sub Base 4" Bituminous Surface Topsoil spreading	15,500 Course 26,97 6,524	O SF \$ 0.85	171,675	
	Revegitation / Hydro M 02015 Storm Drain	ulch 8	AC \$ 2,210,00		
	(0) 18" RCP 24" RCP	476	LF \$ 20.76 LF \$ 27.30	\$ -	7 CO/2
	SD Inlet Cleanout Box Vert Fee Walls	8	EA \$ 1,500.00	\$ 12,000 \$	
	Stacked Rock Wall Sin Ostacked Rock Wall - M			\$ 37,350 \$ 48,000	
NO HILL	Structural Retaining Wa		SF \$ 16.00 LF \$ 21.50	(\$) \\\ 25,600	·
- - -	SUBTOTAL TOTAL SOHEDULE OF VALUES			\$ 640,308	
<u> </u> - -	BOND COST = 120% OF CONST	RUCTION COST : 1.5% OF CONSTRUCTION	COST	\$ 768,370 \$ 11,526	
		CIO		6810	
	Sommit County Inspection Fee	` ~<	COST	\$ 640,308 \$ 768,370 \$ 11,526	
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				BOND COST
	ost Description	West View Quantity	Contract Totals Unit	Scheduled
BAS	E BID AMES CONSTRUCTION, INC. Dearing and Grubbing Grosion Control Strip and Stockpile Topsoil Site Excavation (common) Rip-rap, Machine placed Final Clean-Up	7,867 6,290 50 1,005 7,867 6,290 1	AC \$ 0,074.00 LF 2.53 CY 1.55 S 1.96 \$ 9.27 LS \$ 1,120.00	\$ 12,194 \$ 12,328 \$ 0,483
02	6" Aggregate Base Course 10" Select Sub-Base 4" Bitumhous Surface Course Topsoil spreading Revegitation / Hydro Mulch 015 Storm Drain 15" RCP 18" RCP	4,800 (5) 3,760 (7) 113,200 (2,632 (3.3)	TN \$ 9.950 \$ TN \$ 6.750 \$ SF \$ 0.85 CY \$ (3.00 AC \$ 210.00)	58,725 97,070 \$ 7,896 \$ 7,293
	24" RCP 36" RCP 5.3 x 4.0 Arch CMR SD Inlet Remove existing culverts SUBTOTAL	386	LF \$ 20.76 3 27.30 3 44.00 3 EA \$ 1,500.00 3 LF \$ 16.00 3	8,013 5 0 1,500 267,001
BON	D COST \$120% OF CONSTRUCTIO	N COST		-(0)
Sum Sum	micodenty Inspection Fee = 1.5% o			320,401 4,005
		C081		
Oly Afrile				
		(COS)	00608959	BKÜ1429 PGQ1482
1100°	0 (1(D _O)		~	(U)

West Hills Contract Totals Code Description Quantity Measure Unit Price Value					BOND COST
Sact Strip and Grubbing 10.90 AC \$ 1671.00 \$ 11,674					BOND COST 88801
Sact Strip and Grubbing 10.90 AC \$ 1671.00 \$ 11,674		(A)	vvest milis	[47]	
Sact Strip and Grubbing 10.90 AC \$ 1671.00 \$ 11,674	1100	Cost		Contract Totals Unit	
Company Comp	9).	Code Descript BASE BID AMES CONSTRUCTION	ion Quantity	Measure Unit Price	
Total schepule of Values 10,317 1		Strip and Grubbing Evosion Control Strip and Stockpile Top Site Excavation (comm Rip-rap, Machine place Final Clean-Up 9269 6" Aggregate Base Co 10" Select Sub Base 4" Bituminous Surface	10.90 5,000 0soil 11,879 37,379 ed 20 1 urse 7,800 14,200 Course 85,900	LF \$ 2.53 CY \$ 1.55 CY \$ 1.96 OTO \$ 9.27 O S \$ 1,120.00 TN \$ 9.950 TN \$ 6.750 SF \$ 0.85	\$ 12,650 \$ 18,102 \$ 73,263 \$ 185 \$ 0,00 \$ 95,850
TOTAL SCHEDULE OF VALUES (A \$ 497,892)		Revegitation / Hydro M 02015 Storm Drain 05" RCP 18" RCP	1ulch 4.3 236 398	AC \$ 2,210.00 LF \$ 0.76 LF \$ 20.76 LF \$ 27.30 LF \$ 89.00 EA \$ 1,500.00 LF \$ 21.50	\$ 9,503 \$ 4,224 \$ 8,262 \$ -0 \$ 5 \$ 6,000 \$ 11,116
S 597,470 Summit Sounty Inspection Fee = 1.5% OF CONSTRUCTION COST S 7,468 IN THE RESERVE OF COST S 7	9)	TOTAL SCHEDULE OF VALUES		1)
Une of the deal color with the left color with		BOND COST + 120% OF CONST	RUCTION COST	OST	\$ 597,470
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11/10 (11/10) (11/10) (11/10)				00688959	Bk01429 P601488
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0 . ((BOND CC	Sept.
)> [^]	Wapiti	<u>E</u>			
		Wapiti		ontract Totals		
	Cost Desc	cription	Quantity Meas		Value	
В	Clearing and Grubb	orion, INC., April 5, 2001	14.50 AC		\$ 15,530	
-	Strip and Stockpile	Topsoil	8,566 LF 3,917 CY	\$ (\$) \(\) 2.53	\$ 21,672 \$ 6,071	~ (50)Z
2	Site Excavation (co	mmon) laced	25,976 CY 8 SN	\$ 1.96 \$ 9.27		
	Final Clean-Up 9269		1	\$ 1,120.00	\$ (20)	>
V400jp	6" Aggregate Base 10" Select Sub-Bas		3,100 () TN 5,790 TN		30,845	
	4" Bituminous Surf Topsoil spreading	ace Course	74 300 SF 9,625 CY	\$ 0.85	63 \$ 28,875	
<u></u>	Revesitation / Hydr 02015 Şerm Drain	o Mulch	12 AC		\$ 26,520	
<u>.</u>	(2)15" RCP		LF 155 LF	7.90	\$ - 3,218	V 60/2
0	24" RCP 36" RCP		. b.F	\$ 27.30	\$ <u>- </u>	
	5.3 x 4.0 Arch CMF			\$ 89.00	\$ (3)	>
	SD Inlet Guard Rails		444 DY LF		9,546	•
	SUBTOTAL				232,922	,
Ē	TOTAL SCHETULE OF VALU BOND COST = 1/20% OF CO	NSTRUCTION COSTO V		(0) 1	\$ 232,922 \$ 279,506	
[5	Summit Co. Inspection Fee	= 1.5% of Construction C	ost	<u> </u>	\$ 3,494	(60)
	2)		0		\$ 3,494	
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110	7/100) ·	1/10		1100	
\mathcal{S}		= 1.5% of Construction C		~1		~{
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Signal Cost Code	o)\> `	Wast View Senitorus	Contract Totals Unit Measure Unit Price	BOND COST
				8/20/01
Chillian		West View Sanitary S	ewer	(C)
1100		Bond Cost 8/20/0	Contract Totals	
Cost Code	Description	√ Quantity	Unit Measure Unit Price	Scheduled Value
	A diameter sanitary sewer m	anholes 4.00	EA \$ (2)250.00 \$	Value 9,000 2,887 10,348.00
	5 diameter sanitary sewer m 10" PVC Sanitary Sewer Mai		EA \$ 2,887.00 \$ 19.90 \$	2,887
0. 10	10" HDPE Sanitary Sewer M		LE \$ 25.80 \$	12,926 16,719
	4" HDPE Sanitary Sewer	2,316	Q CEF \$ 16.00 \$	87,056
	8" HDPE Sewer Force Main 1-1/2" HDPE Sewer Laterals	659 (3) 280 (5)	LF \$ 22.10 \$ EA \$ 14.50 \$	(a) 4,060
	4" Sewer Laterals	(52)	EA \$ 800.00 \$	41,600
	2		A	149,159
	CHEDULE OF VALUES OST)=125% OF CONSTRUCT	ION COSP)	* *	149,159
SBWRD	hispection Fee = 6% OF CON viously paid Line Extention	STRUCTION COST	7297	8,950
Amount	due SBWRD	Agreement	\$	8,200
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BOND CA SBWRD Less Pre Amount	due SBWRD	Agreement		O HILLS
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JIN HILLS		West Hills S		Contract Totals Unit Measure Unit Price		001 001 001
		800		(Co)	BOND C	091
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		West Hills S	Sanitary Sev	wer	- Alle]
		Bond C	ost 8/20/01			
\bigcirc	Cost		(1) ₁	Contract Totals Unit	Scheduled	}
C	Descript					
	diameter sanitary sev	Main AOS	36.00 4,743	EA \$ (2)250. LF \(\(\)\$ (0) \(\) 18.		
	2" HDPE Low Pressure 8" HDPE Sanitary Sewe		380 2,204	LF. \$ 14.	50 \$ 5,510	
	1-1/2" HDPE Sewer Lat	है(ब्रांड)	3	\$ 22. \$ 800.		
	4" PVC Sanitary Sewer	<u>L'aterals</u>	66	ÉA \$ 800.		
TOT BOY	TAL SCUEPULE OF VALUES					1
BOI	AL SCHEDULE OF VALUES ND COST = 125% OF CONSTR	RUCTION COST			\$\sqrt{\$\sq}}}}}}}}} } } } } } } } } } } } } } }	
354	TRD inspection ree = 5% OF	CONSTRUCTION CO	DST		\$ 16,576	
	s Previously paid Line Extent ount due SBWRD	2017	:		\$ 345,333 \$ 16,576 \$ (750) \$ 15,826	
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				BOND C	05T 0001
(Hill)	Wapiti Cany		\ <u> </u>	(4/1/2)	
~~(°)*	Bond Bond	Cost 8/20/0		(O) v	
7)/1,	Cost		Contract Totals Unit	Salardula d	
<u> </u>	Code Description	\ Quantity	Measure Unit Ptice	Scheduled Value	
	diameter sanitary sewer manholes	5.00	EA \$ 2,250.00 \$		1 3
	10" PVC Sanitary Sewer Main	125	LF \$ 19.90 \$		
	2" HDPE Low Pressure Sewer Main 3" HDPE Low Pressure Sewer Main	2,600	LF (\$ 14.50 \$		* / ~
٥, (4" PVC Sanitary Sewer Laterals	537 28	\$ 16.00 \$ \$ 800.00 \$		\$ <u>}</u>
62,63	SUBTOTAL		\$	22,400 82,430	1
(47)/2		(3)		- (4)	†
	TOTAL SCHEDULE OF VALUES	(0)	\$	© 82,430	1
	BOND COST = 125% OF CONSTRUCTION COST	7/10	\$	103,037	1
\cong	SBWRD Inspection Fee = 6% OF CONSTRUCTION	cost		4,946	
	Less Previously paid Line Extention Agreement	1	\$	(750)	\sim
į	Amount due \$BWRD	1		4,196	

June Affected Copy)

			l.		57		
		Deer Crossing E Bond C			*	BOND CÔS 8/20/0	T 1
	(Deer Crossing I	East San∫ta	ry Sewer			
		Bond C	ost 8/20/01			5)>	
<i>M</i> .	Cost Code De		0)0	Unit Unit	otals So	cheduled	
	Low Pressure S.S	escription 5. Flushing	Quantity 6.00	Measure Ur	it Price 2,500.00 \$	Value 15,000	Q00
	2" HDPE Low Pre		3 1,277	EA \$0	₫,000.00 \$	12,000	~ OS
_	3" HDPE Low Pre	essure	708.00	LEN S	14.50 \$ 14.50 \$	18,517 10,266	S
	4" HDPE Low Pre 2" to 3" HDPE Lo	w Pressure Reducer	6,552 2 &	\$ \$ \$ \$ \$ \$ \$	16.00 : \$ 500.00 \$	104,832	
Car All	3" to 4" HDPE Lo	W.Pressure Reducer	1 (%	EA \$	500.00 \$	500	
	SUBTOTAL	- Laterals	67.0(0)	EA \$	800.00 \$	53,600 215,715	
		UES	\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\		√ \$		
		NSTRUCTION COST	OCT		\$	269,643	COP
	Less Previously paid Line I	xtention Agreement			\$	12,943 (750)	COX
	BOND COST = 125% OF COSBWRD Inspection Fee = 6 Less Previously paid Line I				\$	12,193	· ·
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BOND Cost 8/20/01 Contract Totals	
Deer Crossing West Sanitary Sewer Bond Cost 8/2001	cost Závot
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	_
Contract Totals Unit Scheduled	-
Code Description Quantity Measure Unit Price Value	
4 diameter sanitary sewer manholes 13.00 EA \$ 250.00 \$ 29,250	
10" PVC Sanitary Sewer Main 2,166 LF \$ 19.90 \$ 43,103.40	
10" HDPE Sanitary Sewer Main 1,159 LF \$ 25.80 \$ 29,902 4" PVC Sanitary Sewer Laterals 24 EA \$ 800.00 \$ 19,200	-1\\\-
SUBTOTAL SO \$ 121.456	3 \\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\
TOTAL SCHEDULE OF VALUES BOND COST = 125% OF CONSTRUCTION COST SBWRD Inspection Fee + 8% OF CONSTRUCTION COST \$ 7,287	
SBWRD Inspection Fee \$6% OF CONSTRUCTION COST \$ (0) \(\) \(_
Less Previously paid Line Extention Agreement (750	_
Amount due SBWRD \$ 6,537	

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	Cost	Deer Crossing F	ast		BOND COST
		Deer Crossing E			
120	Cost		○ Contract To Unit		<i>→</i>
	Code Description	Quantity			eduled alue
	Clearing and Grubbing	12.80	AC \$	1,071,00 \$	13,709
	Erosion Control	8,670	LF \$	2.53 \$	21,935
	Strip and Stockpile Topsoi		CY \$	1.55 \$	9,954 52,855
o)	Rip-rap, Machine placed		TOL (5) \$	9.27 \$	740
D/30,	Final Clean-Up	1	\$ \$	1,120.00 \$	1,t20
Mother of the	9269 6" Aggregate Başe Çourse	e 8,600	TN \$	9.950: \$	<u>(& </u>
~(°)°	10" Select Şub Base	15,500	TN \$		304,625
7),,	4" Bituminous Surface Co	⊔rse 20√,970		0.85	171,675
~	Topsoil spreading Revegitation / Hydro Mulc	6,524 n	CY \$	3.00 \$ 2,210.00 \$	19,572 17,680
]	02015 Storm Drain		ΑΟ Φ	2,2 10,00 \$	9,882 -
	(○)8 [©] RCP	476		20.76 \$	9,882
	24" RCP		LF \$	27.30 \$	12.000
	SD Inlet Cleanout Box Vert Feet	8	EA \$	1,500.00 \$ \$	12,000
, (\$\C	Walls			. Ψ	
	Stacked Rock Walk-Insta		SF \$	4.50 \$	37,350 (38,000
100°	Dstacked Rock (val) - Mate		TN \$	16.00 \$ 16.00 \$	
$\mathcal{D}_{\mathcal{O}_{\mathcal{O}_{\mathcal{O}_{\mathcal{O}}}}}$	Structural Retaining Wall Guard Rail	1,600 405	> SF \$ LF \$	16.00 \$ 21.50 \$	² 25,600 8,708
	SUBTOTAL	1	<u> </u>	\$	640 308
	TOTAL 2019-11-11		: :		640,308 768,370
	TOTAL SCHEDULE OF VALUES	CTION COST		\$	768.370
	Summit County Inspection Fee = 1	5% OF CONSTRUCTION C	OST (N	<u> </u>	11,526
	TOTAL SCHEOULE OF VALUES BONDOST = 120% OF CONSTRU Summit County Inspection Fee = 1		CENCILOTH)		640,308 768,370 11,526
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PERFORMANCE BOND

Bond No. <u>SH7396</u>

Atticion Copy

CO (2)

Ames Construction, Inc., 2000 Ames Drive St. Paul Fire and Marine Drive Corporation as Principal, and the Ames Construction, Inc., 2000 Ames Drive, Burnsville, Minnesota 55306 St. Paul Fire and Marine Pasurance Company, 385 Waskington Street, St. Paul, MN 55102, a corporation organized under the laws of the State of Mannesota and duly authorized to transact Utah as Surety, are held and firmly bound unto business in the state of

Summer County, Utah

as the Obligee, in the sum of Seven Hundred Sixty-Eight Thousand Three Hundred Seventy and 📯 (768,370.00) DOLLAR\$ for the payment whereof well and truly to be made, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

SIGNED, sealed, and dated this

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29th

August,

WHEREAS the Principal has agreed to perform:

Promontory, I-80 Ranch Exit & Silver Summit Industrial Park, Summit County, Utah DEER CROSSING EAST

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall construct, or have constructed, the improvements herein described and shall save the Obligee hatmless from any loss, cost or damage by reason of its failure to complete said work, then this obligation shall be null and goid; otherwise to remain in full force and effect.

ST. PAUL FIRE AND MARINE INSURANCE COMPANY

Telander, Attorney-in-Fact

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Mar	Mal		Dille .	Ma	
	MINNESOTA)) ss. (HENNEPIN) bef	On this ore me appear	29 th day of	August	2001
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	NICOLE OLSON NOTARY PUBLIC MINNESOTA HENNEPIN COUNTY		ery Public	County	
	My Commission Expires Jan 2005)(U)),		
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	MINNESOTA)	> On this	29 th day of	August	2001
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corporate in behalf	seal of said co	rporation and	d that said in	estrument was e pard of Directo	rs, and
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	HENNEPIN COUNTY The Commission Expires Jan. 31, 20		Min Book	1429 pg	
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PERFORMANCE BOND

Ames Construction, Inc. 2000 A--St. Paul Fir--Ames Construction, Inc. 2000 Ames Drive, Burnsville, Minnesota 55306 as Principal, and the St. Paul Fire and Marine Insurance Company, 385 Washington Street, St. Paul, MN 55102, a corporation organized under the laws of the State of Minnesota and duly authorized to transact business in the state of Utah as Surety, are held and firmly bound unto

Summit County, Utah

asthe Obligee, in the sum of Three Hundred Twenty Thousand Four Hundred One and no/100 -70(320,401.00) DOLLARS, for the payment whereof well and truly to be made, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, wintly and severally, firmly by these presents.

SIGNED, sealed, and dated this

Own registed Colors

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√day of August,

WHEREAS the Principal has agreed to perform:

Promontory, I-80 Ranch Exter Silver Summit Industrial Park, Summit County, Utah & WEST VIEW

NOW, THEREFORE, THE CONDITION OF THIS OF ATION IS SUCH, that if the said Principal shall constructed, the improvements herein described and shall save the Obligee harmless from any loss, cost or damage by reason of its failure to complete said work, then this obligation shall be null and word; otherwise to remain in full force and effect.

avenond G. Ames, Vice President

ST. PAUL FÎRÊ)ÂND MARINE INSURANÇÊ COMPANY

Bruce N. Telander, Attorney-in-Fact

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	HENNEPIN COUNTY My Commission Expires Jan. 31, 2005	M_{Y}	commission exp		
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in behalf that said	of said corporation	n by author Telander	ority of its	Board of Direct said instrum	ctors and
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	NICOLE OLSON &	No to	Public	- (Odunt	· · · · · · · · · · · · · · · · · · ·
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OWER OF ATTORNEY

Seaboard Surety Company

- St. Paul Fire and Marine Insurance Company
- St. Paul Guardian Insurance Company
- St. Paul Mersury Insurance Company

United States Fidelity and Guaranty Company 🔆 Fidelity and Guaranty Insurance Company Fidelity and Guaranty Insurance Underwitters, Inc.

Power of Attorney No (C

Certificate No.>

KNOW ALL MEN BY THESE PRESENTS: That Seaboard Surety Company is a corporation duly organized under the laws of the State of New York and that St. Paul Pre and Marine Insurance Company. St. Paul Grantian Insurance Company and St. Paul Mercury (Insurance Company are corporations duly organized under the pass of the State of Minnesota, and that United Scales Didelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, and that Robity and Guaranty Insurance Company is a sorporation duly organized under the laws of the State of Iowa, and that Fidelity and Charanty Insurance Englerwriters, Inc. is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Bruce N. Telander, R.W. Frank, John P. Martinsen, Gary S. Soderberg, R. Scott Egginton, Donald R. Olson, Dennis J. Linder, John E. Tauer, Mary L. Charles, Linda K. French and Nina E. Werstein

Minneapolis

, their true and lawful Attorneys in-Fact. each factors separate capacity if more than one is passed booke, to sign its name as surety to, and the separate capacity if more than one is passed booke, to sign its name as surety to, and the separate capacity if more than one is passed booke, to sign its name as surety to, and the separate capacity if more than one is passed booke, to sign its name as surety to, and the separate capacity if more than one is passed booke, to sign its name as surety to, and the separate capacity if more than one is passed booke, to sign its name as surety to, and the separate capacity if more than one is passed booke, to sign its name as surety to. comparies and other written instruments in the native thereof on behalf of the Companies in the business of guaranteeing the fidelity of persons guaranteeing the Ammance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by the

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and scaled this

2000

Seaboard Surety Company

- t. Paul Fire and Marine Insurance Company
- St. Paul Guardian Insurance Company
- St. Paul Mercury Insurance Company

United States Fidelity and Guaranty Company Fidelity and Guaranty Insurance Company

Fidelity and Guarant Insurance Underwriters, Inc.













THOMAS E. HUIBREGTSE, Assistant Secretary

State of Maryland City of Baltimore

thy of On this

May

2000

before me, the undersigned officer, personally appeared John F. Phinney and Thomas E. Huibregtse, who acknowledged themselves to be the Vice President and Assistant Secretary, respectively, of Scappoid Surety Company. St. Paul Fire and Marine Insurance Company St. Paul Guardian Insurance Company. St. Paul Mercury Insurance Company. United States Fidelity and Guaranty Company. Fidelity and

Guaranty Insurance Company, and Fidelity and Guaranty Insurance Underwriters, Inc.: and that the seals affixed to the Loregoing instrument are the corporate seals of said Companies; and that they, as such, being authorized so to do executed the foregoing instrument for the purposes therein contained by signing the names of the

corporations by themselves as duly authorized officers.

(In) Witness Whereof. I hereunto set my hand (1102) official seal.

My Commission expires the 13th day of Valix 2002.

REBECCA & SLEV-ONOKALA. Notary Public

86203 Rev. 7-2000 Printed in U.S.A

The St Paul WER OF ATTORNEY Seaboard Surety Company United States Fidelity and Guaranty Company St. Paul Fire and Marine Insurance Company Ridelity and Guaranty Insurance Company St. Paul Guardian Insurance Company Fidelity and Guaranty Insurance Underwriters, Inc. St. Paul Mercur Insurance Company Power of Attorney No Certificate No, KNOW ALL MEN BY THESE PRESENTS: That Seaboard Surety Company is a corporation duly organized under the laws of the State of New York, and that St. Paul Fire and Marine Insurance Company, St. Paul Guardian insurance Company and St. Paul Mercury insurance Company are corporations duly organized under the laws of the State of Minnesota, and that United States Fidelity and Guaranty Company is a corpogation and organized under the laws of the State of Many and, and that Fidelity and Guaranty Insurance Company is a comporation duly organized under the laws of the State of Iowa, and that Fidelity and Charanty Insurance Inderwriters, Inc. is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do bejeby make, constitute and appoint Bruce N. Telander, R.W. Frank, John P. Martinsen, Gary S. Soderberg, R. Scott Egginton, Donald R. Olson, Dennis J. Linder, John E. Tauer, Mary L. Charles, Linda K. French and Nina E. Werstein Minneapolis Minnesota of the Cit®o(O . their true and lawful Attorney (Din-Fact. each in their separate capacity if more than one is named how. to sign its name as surery to, and 40 execute, seal and acknowledge any and all hoods dividentakings. contracts and other written instruments in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitteed in any actions or proceedings allowed by Int. 2000 WITNESS WHEREOF, the Companies have caused this instrument to be signed and sealed this Seaboard Surety Company United States Fidelity and Guaranty Company St. Paul Fire and Marine Insurance Company Fidelity and Guaranty Insurance Company St. Paul Guardian Insurance Company 🔿 Fidelity and Guarant Olystrance Underwriters, Inc. St. Paul Mercury Insurance Company State of Maryland City of Baltimore THOMAS & HOVEREGTSE. Assistant Secretary 2000 before me, the undersigned officer, personally appeared John F. Phinney and Thomas E. Huibregtse, who accompanded themselves to be the Vice President and Assistant Secretary, respectively, of Seabound Surety Company, St. Paul Fire and Marine Insurance Company (S). Raul Guardian Insurance Company, St. Papelylendury Insurance Company, United States Fidelity and Guaranty Company, Fidelity and Guaranty Insurance Samples and Fidelity and Guaranty Insurance Lindon Wirers. Inc.: and that the seals affixed to the Webbing instrument are the corporate seals of O said Companies; and that they, as such, being authorized so to do executed the foregoing instrument for the purposes therein contained by signing the names of the corporations by themselves as duly authorized officers. Rebecca Easley fit Witness Whereof, I hereunto set my hand and official seal. My Commission expires the 13th day of XXIX 2002. A EASAERONOKALA. Notary Public

86203 Rev. 7-2000 Printed in U.S.A

This Power, of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Seaboard Surety Company St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, United States Fidelity and Guardian Company, Fidenty and Guaranty Insurance Company, and Fidenty and Guaranty Insurance Underwriters, Inc., on September 2, 1998, which resolutions are now in full force and effect, reading as follows: RESOLVED, that in connection with the indelity and surety insurance business of the Company, all bonds, undertakings, contracts and other instruments relating to said business may be signed, executed, and acknowledged by persons or entifies appointed as Attorney(s)-in-Fact pursuant to a Power of Attorney issued in accordance with these resolutions. Said Power(s) of Attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman, or the President, or any Vice President, or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the foregoing officers and the seal of the Company hav be affixed by facsimile to any Power of Actorney or to any certificate relating thereto appointing Attorney(s)-in-Fact for purposes only of executing and autesting bonds and undertakings and other watings obligatory in the nature thereof, and subject to any limitations set forth therein, any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and bridging upon the Company, and any such power so exe cuted and contified by such facsimile signature and facsimal seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is yallolly attached; and RESOLVED FURTHER, that Attorney(s)-(a) Part shall have the power and authority, and the any case, subject to the terms and limitations of the Power of Atomey issued them, to execute and deliver an behalf of the Company and to attach the search the Company to any and all bonds and undergoings, and other writings obligatory in the nature thereof, and any such instrument executed by such Attorne web-in-Fact shall be as binding upon the Company as if signed by an Executive Officer and sealed and affected to by the Secretary of the Company. I, Thomas E. Huibregtse, Assistant Secretary of Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company.

St. Paul Mercury Insurance Company, United States Fidelity and Guaranty Company, Fidelity and Guaranty Insurance Company, and Fidelity and Guaranty Insurance Underwriters, Inc. do hereby cartify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked. (0)

IN TESTIMONY WHEREOF, I hereunto set my hand this 29th 2001 Thomas E. Huibreg(se)

To verify the authenticity of this Power of Attorney, call 1-800-421-3880 and ask for the Power of Attorney clerk. Please refer to the Bower of Attorney number. s and the above-named individuals and the details of the bond to which the power is attached.

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J BK01429 PG01503 00 1

PERFORMANCE BOND
PRESENT

Bond No. <u>SH7397</u>

6001

Ames Construction, Inc., 2000 Ames DriveSt. Paul Fire and Marine Que Cornoration. Ames Construction, Inc., 2000 Ames Drive, Burnsville, Minnesota 55306 as Principal, and the St. Paul Fire and Marine Insurance Company, 385 Washington Street, St. Paul, MN, 55102, a corporation organized under the laws of the State of Minnesota and duly authorized to transact business in the state of Utah as Surety, are held and firmly bound unto

Summit County, Utah

as the Obligee, in the sum of Two Hundred Fifty-Three Thousand Five Hundred Thirty-Eight ----(253,538.00)

DOLLARS, for the payment whereof well and truly to be made, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

SIGNED, sealed, and dated this

Umostilicial colori

29th

August,

WHEREAS the Principal has agreed to perform:

Promontory, I-80 Ranch Exit & Silver Summit Industrial Park, Summit County, Utah DEER CROSSING WEST

NOW. THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said 3101130197 Principal shall construct, or have constructed the improvements herein described and shall save the Obligee harmless from any loss, cost or darnage by reason of its failure to complete said work, then this obligation shall be null and void; otherwise to remain in his force and effect.

Raymond G. Ames, Vice President

ST. PAUL FIRE AND MARINE INSURANCE COMPANY

By:

Bruce N. Telander. A

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State of Maryland City of Baltimore On this 5th day of May 2000 before me, the undersigned officer, personally appeared John F. Phinney and Thomas E. Huibregtse, who actnowledged themselves to be the Vice President and Assistant Secretary, respectively, of Sectional Surety Company, St. Paul Fire and Marine Insurance Company St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, United States Filedity and Guaranty Company. Fidelity and Guaranty Insurance Company and Fidelity and Guaranty Insurance Company and Fidelity and Guaranty Insurance Companies: and that they as such, being authorized so to do executed the foregoing instrument for the purposes therein contained by signing the names of the		🌎 🕽 st. Paul Guardian I	nsuranceCompan ${\scriptsize (\bigcirc)}$ ${\scriptsize (\bigcirc)}$	•	/ / 7 /	
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On this 5th day of May 2000 before me, the undersigned officer, personally appeared John F. Phinney and Thomas E. Huibregtse, who act powledged themselves to be the Vice President and Assistant Secretary, respectively, of Sectional Surety Company, St. Paul Fire and Marine Insurance Company. Baul Guardian Insurance Company, St. Paul Mercury Insurance Company, United States Filedity and Guaranty Company. Fidelity and Guaranty Insurance Company and Fidelity and Guaranty Insurance Company, Insurance Compan				11(U)	THOMAS EXPENSE	REGISE Assistant Secretary
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Relbers & asley Inskala witness Whereof. I hereunto set my hand and obticial seal.	CENCIL.	<u> </u>	S NOTAR OF THE PROPERTY OF THE	A CENCIL	Rebecca ka	deg Intrala
My Commission expires the 13th day of My 2002. REBECCA EAST EVONOKALA, Notary Public	K(9)	\sim	18/ OBLIC /		REBECCA EASTE	
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This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury, insurance Company, United States Fidelity and Canana Company, (Filelity and Guaranty Insurance Company, and Fidelity and Guaranty Insurance Underwriters, Inc. on September 2, 1998, which resolutions are now in full force and affect, reading as follows: RESOLVED, that in connection with the ridelity and surery insurance business of the Company, all bonds, undertakings, contracts and other instruments relating to said ousiness may be signed, executed, and acknowledged by persons or entities appointed as Attorney(s)-in-Fact pursuant to a Power of Attorney issued in accordance with these resolutions. Said Power(s) of Attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman, or the President, or any Vice President, or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be entraved, printed or lithographed. The signature of each of the foregoing officers and the seal of the Company may be affixed by facsimile to any Power of Astorney or to any certificate relating thereto appointing Attorney(s)-in-Fact for purposes. only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and subject to any limitations set forth therein, and such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company, and any such power so exe cuted and destiried by such facsimile signature and facsimile seal shall be valid and binding upon the Conspany with respect to any bond or undertaking to which it is validly attached; and RESOLVED FURTHER, that Attorney(s) (increase shall have the power and authority, and in universe, subject to the terms and limitations of the Power of Attorney issued them, to execute and deliver to behalf of the Company and to attach the sext of the Company to any and all bonds and updertakings, and other writings obligatory in the nature thereof and any such instrument executed by such Augraey's)-in-Fact shall be as binding upon the Company as if signed by an Executive Officer and sealed and also seal to by the Secretary of the Company. I, Thomas E. Huibregtse, Assistant Secretary of Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company. St. Paul Mercury Insurance Company, United States Fidelity and Guaranty Company, Fidelity and Guaranty Insurance Company, and Fidelity and Guaranty Insurance Underwriters, Inc. do hereby cartify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked. IN TESTIMONY WHEREOF, I hereunto set my hand this 2001 Who Afficial Colors Thomas E. Huibre Be. Assistant Secretary To verify the authenticity of this Power of Attorney, call 1-800-421-3880 and ask for the Power of Attorney clerk. Please refer to the Power of Attorney number, wer is als un the above-named individuals and the details of the bond to which the power is attached. ON OFFICE CONTRACTORY On Africal Copy

	Cost Code Description	Deer Crossing W	Contract Totals Unit Measure Unit Price	BOND GOST
	Cost	Deer Crossing W	Contract Totals	Scheduled
-	Code Description Cleaning and Grubbing Cosion Control Costrip and Stockpile Tops	1,734	Measure Unit Price AC \$ 1,071.00 \$ LF \$ 2.53 \$ CY \$ 1.55 \$	4,391
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	36" RCP 5.3 x 4.0 Arch CMP SD Inlet Remove existing Culvert	3 s	LF \$ 44.00 \$ 89.00 \$ LF \$ 16.00 \$	4,500
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PERFORMANCE BOND

PRESF

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Ames Construction, Inc. 2000 Ames Drives

St. Paul Fire and Marine Ames Construction, Inc., 2000 Ames Drive, Burnsville, Minnesota 55306 as Principal, and the St. Paul Fire and Marine Insurance Company, 385 Washington Street, St. Paul, MN 55 102, a corporation organized under the laws of the State of Minnesota and duly authorized to transact Utah as Surety, are held and firmly bound unto business in the state of

Support County, Utah

as the Obligee, in the sum of One Hundred Twenty-Six Thousand and no/100 -----(126,000.00) DOLLARS, for the payment whereof well and truly to be made the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally firmly by these presents.

SIGNED, sealed, and dated this

Unofficial copy

29th

August,

2001.

WHEREAS the Principal has agreed to perform:

Promontory, I-80 Ranch Exit to Silver Summit Industrial Park, Summit County, Utah WEST ENTRANCE

NOW, THEREFORE, TEE CONDITION OF THIS OBOX ATION IS SUCH, that if the said Principal shall constructed, the improvements herein described and shall save the Obligee harmless from any loss, cost or damage by reason of its failure to complete said en the and ve work, then this obligation shall be null and void; otherwise to remain in full force and effect.

AMES CONSTRUCTION, INC.

axmond G. Ames, Vice President

ST. PAUL FIRE AND MARINE INSURANCE COMPANY

Bruce N. Telander, Attorney-in-Fact

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County of HEN) ss. 0.	n this e me appeare	29 th day of d <u>Ra</u> y	August Mond G. Ames	2001
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acknowledged corporation	said instrume.	nt to be	the free ac	et and deed o	of said
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State of MIN	ACKNOWLE	EDEMENT OF CO	ORPORATE SURF	./	
(\$\frac{1}{2}\right)		n this	29th day of	August	2001
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of corporation corporate see in behalf of		affixed to	that said	ing instrument	,a is the executed ors; and
that said the free act		$^{>}$ Telander	acknowledged	said instrumen	
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POWER OF ATTORNEY Seaboard Surety Company 以前ted States Fidelity and Guaranty Company St. Paul Fire and Marine Insurance Company Ridelity and Guaranty Insurance Company St. Paul Guardian Insurance Company Fidelity and Guaranty Insurance Underwriters, Inc. St. Paul Mercut Pinsurance Company Power of Attorney No Certificate No. KNOW ALL MEN BY THESE PRESENTS: That Seaboard Surety Company is a corporation duly organized under the laws of the State of New York and that St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, and that United States Adelity and Guaranty Company is a corporation duly organized under the laws of the State of Minnesota, and that United States of Maryland, and that Fidelity and Guaranty Insurance Company is a corporation duly organized under the lawy of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc. is a corporation duly organized under the laws of the State of Wisconsin (heavy) collectively called the "Companies"), and unity the Companies do Foreby make, constitute and appoint Bruce N. Telander, R. W. Frank, John P. Martinsen, Gary S. Soderberg, R. Scott Egginton, Donald R. Olson, Dennis J. Linder, John E. Tauer, Mary L. Charles, Linda K. French and Nina E. Werstein Minneapolis Minnesota of the City of _, their true and lawful Attome (S)3n-Fact. each in the separate capacity if more than one is panes above, to sign its name as surety to, and to execute, seal and acknowledge any and all bonds invienakings. software and other written instruments in the patient wereof on behalf of the Companies in their pasiness of guaranteeing the fidelity of persons surranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or personal in any actions or proceedings allowed by kny (0) IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and sexted this 2000 Seaboard Surety Company United States Fidelity and Guaranty Company St. Paul Fire and Marine Insurance Company Fidelity and Guaranty Lasurance Company St. Paul Guardian Insurance Company Fidelity and Guaranty Insurance Underwriters. Inc. St. Paul Mercury Insurance Company State of Maryland City of Baltimore THOMAS, E. YNORKEGTSE. Assistant Secretary 2000 On this , before me, the undersigned officer, personally appeared John F. Phinney and Thomas E. Huibregtse, who acknowledged themselves to be the Vice President and Assistant Secretary, respectively, of Seabourd Surety Company. St. Paul Fire and Marine Insurance Company St. Paul Guardian Insurance Company. St. Ran Melcury Insurance Company. United States Fidelity and Guaranty Company. Fidelity and Guaranty Insurance Company, and Fidelity and Guaranty Insurance Under Vitters. Inc.: and that the seals affixed to the Poregoing instrument are the corporate seals of said Companies: and man they, as such, being authorized so to do executed the foregoing instrument for the purposes therein contained by signing the names of the corporations to themselves as duly authorized officers itness Whereof, I hereunto set my hand and official seal. Commission expires the 13th day of 500 2002. REBECCA EXELECTIONOKALA, Notary Public ිදුර්ථ03 Rev. 7-2000 Printed in U.S.A

This Rewer of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian insurance Company, St. Paul Mercury Insurance Company, United States Fidelity and Quaranty Company, (Fidelity and Guaranty Insurance Company, and Fidelity and Guaranty Insurance Underwriters, frie on September 2, 1998, which resolutions are your in full force and दाहिटा, reading as follows: RESOLVED, that in connection with the sidelity and surety insurance business of the Company, all bonds, undertakings, contracts and other instruments relating to said business may be signed, executed, and acknowledged by persons or entities appointed as Attorney(s)-in-Fact pursuant to a Power of Attorney issued in accordance with these resolutions. Said Power(s) of Attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman, or the President, or any Vice President, or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of the foregoing officers and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Attorney(s)-in-Fact for purposes. only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and subject to any limitations set forth therein, any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company, and any such power so executed and terrified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is validly attached; and RESOLVED FURTHER, that Attorney(s) in Fact shall have the power and authority, and in sing case, subject to the terms and limitations of the Power of Attorney issued them, to execute and delivered behalf of the Company and to attach the seak of the Company to any and all bonds and undertakings, and other writings obligatory in the nature thereof and any such instrument executed by such Attorneyas)-in-Fact shall be as binding upon the Company as if signed by an Executive Officer and sealed and antested to by the Secretary of the Company. I, Thomas E. Huibregtse, Assistant Secretary of Seaboard Surety Company, St. Paul Fire and Marine Insurance Company. St. Paul Guardian Insurance Company. St. Paul Mercury Insurance Company, United States Fidelity and Guaranty Company, Fidelity and Guaranty Insurance Company, and Fidelity and Guaranty Insurance Underwriters, Inc. do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been tevoked. (0)IN TESTIMONY WHEREOF, I hereunto set my hand this Thomas E. Huibreste) Win of the dell copy To verify the authenticity of this Power of Littorney, call 1-800-421-3880 and ask for the Power of Attorney clerk. Please refer to the Power of Attorney number, Jin Efficient the above-named individuals and the details of the bond to which the power is attached. Um Fritzellall Gold A

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Uno Hillelicili Golori PERFORMANCE BOND

PRESF*

ALL MEN BY THESE PRESENTS, THAT WE,

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as Principal, and the Ames Construction, Inc., 2000 Ames Drive, Burnsville, Minnesota 55306 St. Paul Fire and Marine Insurance Company, 385 Washington Street, St. Paul, MN 55102, a corporation organized under the laws of the State of Minnesota and duly authorized to transact business in the state of Utah as Surety, are held and firmly bound unto

Summit County, Utah

as the Obligee, in the sum of Five Hundred Ninety-Seven Thousand Four Hundred Seventy and (597,470.00) DOLLARS for the payment whereof well and truly to be made, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns jointly and severally, firmly these presents.

SIGNED, sealed, and dated this

August,

WHERE AS the Principal has agreed to perform:

Promontory, I-80 Ranch Exit to Silver Summit Industrial Parks Sammit County, Utah WEST HILLS

29th

NOW, THEREFORE THE CONDITION OF THIS CELIGATION IS SUCH, that if the said Principal shall construct, or have constructed, the improvements herein described and shall save the Obligee harmless from any loss, cost or damage by reason of its failure to complete said work, then this obligation shall be null and wid, otherwise to remain in full force and effect.

avmond G. Ames. Vice President

ST. PAUL FIRÈ AND MARINE INSURANCÈ COMPANY

Bruce N. Telander, Attorney-in-Fact

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	Commission Expires Jan. 31		0040	8959 BK01429	
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The St Paul

POWER OF ATTORNEY

Seaboard Surety Company
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company
St. Paul Mercur Posurance Company

United States Fidelity and Guaranty Company Fidelity and Guaranty Insurance Company Fidelity and Guaranty Insurance Underwriters, Inc.

Power of Attorney No.

(21794

Certificate No. 99103

KNOW ALL MEN BY THESE PRESENTS: That Seaboard Surery Company is a corporation duly organized under the laws of the State of New York, and that St. Paul Fire and Marine Insurance Company, St. Paul Geardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, and that United States Fiderity and Guaranty Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc. is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do the by make, constitute and appoint

Bruce N. Telander, R. W. Frank, John P. Martinsen, Gary S. Soderberg, R. Scott Egginton, Donald R. Olson, Dennis J. Linder, John E. Tauer, Mary L. Charles, Linda K. French and Nina E. Werstein

Dennis J. Linder, John E. Tauer	, Mary L. Charles, L.	moa K. French and	Nina E. Werstein		
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IN WITNESS WHEREOF, the Companies have ca	used this instrument to be	vianed and @@Ned-thic	5th	May	2000
THE COMPANIES OF THE COMPANIES CO	dacti ma maddinem ki be	signed and beings ans _	tay or	(1)//	
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On this gay or	`			ersonally appeared John	
Thomas E. Huibregtse, who welcowledged themselv					
Marine Insurance Company (S). Paul Guardian Insur					
Guaranty Insurance Company and Fidelity and Gua					
said Companies: and that they, as such, being autho		ne foregoing instrument	for the purposes therei	n contained by signing th	e names of the
corporations by themselves as duly authorized office	rs.				
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Hi Witness Whereof. I hereunto set my hand and official seal.

My Commission expires the 13th day of Val (\$3002.



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REBECCA EAST TONOKALA. Notary Public

©0608959 8k01429

(88)203 Rev. 7-2000 Printed in U.S.A.

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Seaboard Surety Company St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, United States Fidelity and Guaranty Company, Hidelity and Guaranty Insurance Company, and Ridelity and Guaranty Insurance Underwriters, Inc. on September 2, 1998, which resolutions are now in full force and effect, reading as follows: RESOLVED, that in connection with the Nicelity and surery insurance business of the Company, all bonds, undertakings, contracts and other instruments relating to said business may be signed, executed, and acknowledged by persons or entities appointed as Attorney(s)-in-Fact pursuant to a Power of Attorney issued in accordance with these resolutions. Said Power(s) of Attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman, or the President, or any Vice President, of an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of such officers and the seal of the Company may be affixed by facsimile to any Power of Atterney or to any certificate relating thereto appointing Attorney(s)-in-Fact for purposes only of executing and attesting bonds and undertakings and other waterings obligatory in the nature thereof, and subject to any limitations set forth therein, any such Power of Anomey or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company, and any such power so executed and contributed by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is yattached: and ARESOLVED FURTHER, that Attorney(s)-in this mail have the power and authority, and, (in any base, subject to the terms and limitations of the Power of Morney issued them, to execute and deliver in behalf of the Company and to attach the seal of the Company to any and all bonds and under it in your and other writings obligatory in the nature thereof, and any such instrument executed by such Attorney shall be as binding upon the Company's if signed by an Executive Officer and sealed and attested by the Secretary of the Company. I, Thomas E. Huibregtse, Assistant Secretary of Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company. St. Paul Mercury Insurance Company, United States Fidelity and Guaranty Company. Fidelity and Guaranty Insurance Company and Fidelity and Guaranty Insurance Underwriters, Inc. do hereby serify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked. IN TESTIMONY WHEREOF, I hereunto set my hand this _ day of Thomas E. Huibregree Assistant Secretary Who Afficial Copy Who of the circle Copy To verify the authenticity of this Power of Attorney, call 1-800-421-3880 and ask for the Power of Attorney clerk. Please refer to the Power of Attorney number, as and a second of the second the above-named individuals and the details of the bond to which the power is attached.

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PERFORMANCE BOND

Catherial Colory

Ames Construction Ames Construction, Inc., 2000 Ames Drive, Burnsville, Marinesota 55306 as Principal, and the St. Paul Fire and Marine Pasurance Company, 385 Washington Street, St. Paul, MN, 55102, a corporation organized under the laws of the State of Minnesota and duly authorized to transact business in the state of Utah as Surety, are held and firmly bound unto

Supposit County, Utah

as the Obligee, in the sum of One Rundred Eighty-One Thousand two Hundred and no/100 ------(181,209.00) DOLLARS, for the payment whereof well and truly to be made, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

SIGNED, sealed, and dated this

Umothicile Color

Umorring color

29th

August,

WHEREAS the Principal has agreed to perform:

Promontory, I-80 Ranch Exit to Silver Summit Industrial Park, Summit County, Utah NORTH ENTRANCE

NOW, THEREFORE THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall construct, or have constructed, the improvements herein described and shall save the Obligee hatmless from any loss, cost or damage by reason of its failure to complete said work, then this obligation shall be null and word; otherwise to remain in full force and effect.

AMES CONSTRUCTION, INC.

ST. PAUL FIRE AND MARINE INSURANCE COMPANY

By:

Bruce N. Telancer, Attorney-in-Fact

00608959

ACKNOWLEDGMENT OF CORPORATION

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©County of	MINNESOTA)	On thisefore me appeare	29 day of A	nugust N. Telander	_20 <u>01</u>
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# The St Paul

# POWER OF ATTORNEY

Seaboard Surety Company

- St. Paul Fire and Maxine Insurance Company
- St. Paul Guardian Insurance Company
- St. Paul Mercury Insurance Company

United States Fidelity and Guaranty Company Ridelity and Guaranty Insurance Company

Fidelity and Guaranty Insurance Undergitters, Inc.

Power of Attorney No. O

Certificate Nø

KNOW ALL MEN BY THESE PRESENTS: That Seaboard Surety Company is a corporation duly organized under the laws of the State of New York and that St. Paul Fre and Marine Insurance Company. St. Paul Gardan Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the ASS (at ) re State of Minnesota, and that United State of Waryland, and that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Quaranty Insurance History make constitute and appoint the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Bruce N. Telander, R.W. Frank, John P. Martinsen, Gary S. Soderberg, R. Scott Egginton, Donald R. Olson, Dennis J. Linder, John E. Tauer, Mary L. Charles, Linda K. French and Nina E. Werstein

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		) , , , , . ·			5th	Mark	2000
IN WITNESS WHERE	OF the Companies in	ave caused this mstru	ment to be signed and	scaled this	day of		
	Seaboard Su	irety Company	. ()	United	States Fidelity a	ind∖Guaranty Compa	ay
	St. Paul Fire	e and Marine Insura	nce Company	Fidelity	and Guaranty	Insurance Company	
	⟨♀⟩ \St. Paul Gua	ardian Insurance Co	mpany 💚 🗸	Fidelity	and Guaranty	Insurance Underwrite	ers, Inc.
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City of Baltimore	(V),		$\bigvee$	,	11	HOMAS É HUIBREGTSE	s, Assistant Secretary
On this 5th	day of	May	2000	form and the stands	animand officer		den T. Dhiman und
	<del></del>		oe	tore me, the unde	rsigned officer.	personally appeared Jo	nn r. rinnney and
Thomas E. Huibregise, w	TO-acknowledged the	anserves to be the vi	o prosecti and Assis	tant Secretary, res	spectively, of Set	ogard Surery Company	y. St. Paul Fire and
Marine Insurance Compa	ry St. Paul Guardian	insurance Company,	St. Paur Mercury Insu	rance Company, t	Julien States Etd	enty and Guaranty Cor	npany. Fidelity and
Guaranty Insurance Com							
said Companies: and that	tney, as such, being	authorized so to do.	executed the foregoin	g instrument for ti	ne/purposes then	an contained by signing	g the names of the

(In) Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the 13th day of 1915 2002.

corporations by themselves as duly authorized officers.

REBECCA EASOED ONOKALA. Notary Public

86203 Rev. 7-2000 Printed in U.S.A

This Rower of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Seaboard Surety Company St. Paul Fire and Warine Insurance Company, St. Paul Quartin Asurance Company, St. Paul Mercury Insurance Company, United States Fidelity and Quarting Company, Fidelity and Guaranty Insurance Company, and Fidelity and Guaranty Insurance Underwriters, Inc. on September 2, 1998, which resolutions are above in full force and effect, reading as follows: RESOLVED, that in connection with the ridelity and surety insurance business of the Company, all bonds, undertakings, contracts and other instruments relating to said business may be signed, executed, and acknowledged by persons or entitles appointed as Attorney(s)-in-Fact pursuant to a Rower of Attorney issued in accordance with these resolutions. Said Power(s) of Attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Charman, or the President, or any Vice President, or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be end raved, printed or lithographed. The signature of each of the foregoing officers and the seal of the Company may be affixed by facsimile to any Power of Artorney or to any certificate relating thereto appointing Attorney(s)-in-Fact for purposes, only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and subject to any limitations set forth therein, any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and bridging upon the Company, and any such power so exe cuted and destribed by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which is wanted attached; and RESOLVED FURTHER, that Attorney(s) (it) fact shall have the power and authority, and the army case, subject to the terms and limitations of the Power of Attorney issued them, to execute and deliver to behalf of the Company and to attach the segrection for Company to any and all bonds and underwhisings, and other writings obligatory in the nature thereof and any such instrument executed by such Attorneys)-in-Fact shall be as binding upon the Company as it signed by an Executive Officer and sealed and afterior to by the Secretary of the Company. I. Thomas E. Huibregtse, Assistant Secretary of Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, United States Fidelity and Guaranty Company, Fidelity and Guaranty Insurance Company, and Fidelity and Guaranty Insurance Underwriters, Inc. do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked. IN TESTIMONY WHEREOF, I hereunto set my hand this \( \) day of Thomas E. Huibresse) To verify the authenticity of this Power of Attorney, call 1-800-421-3880 and ask for the Power of Attorney clerk. Please refer to the Power of Attorney number, wer is the above-named individuals and the details of the bond to which the power is attached. Uno Hilled Lolon Una efficient colory Umothicion color Mu attigital color Omorphical Copy JE PHEILEIL 00608959

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Machine Color PERFORMANCE BOND

Ames Construction, Inc., 2000 Ames St. Paul Fire on 1 Ames Construction, Inc. 2000 Ames Drive, Burnsville, Minnesota 55306 as Principal, and the St. Paul Fire and Mariae Insurance Company, 385 Washington Street, St. Paul, MN 55502, a corporation organized under the laws of the State of Minnesota and duly authorized to transact business in the state of Utah as Surety, are held and firmly bound unto

Suramit County, Utah

as the Obligee, in the sum of Two Hundred Seventy-Nine Thousand Five Hundred Six and -----(279,506.00) DOLLARS for the payment whereof well and truly to be made, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

SIGNED, sealed, and dated this

Umothicile Color

Umothidicil copy

29th

day of

August,

WHEREAS the Principal has agreed to perform:

Promontory, I-80 Ranch Exit of Silver Summit Industrial Park, Summit County, Utah WAPPETO

NOW, THEREFORE, THE CONDITION OF THIS OPPIGATION IS SUCH, that if the said Principal shall constructed, the improvements herein described and shall save the Obligee harmless from any loss, cost or damage by reason of its failure to complete said work, then this obligation shall be null and void; otherwise to remain in full force and effect. 

AMES CONSTRUCTION, INC.

Raymond G. Ames, Vice President

ST. PAUL FIRE AND MARINE INSURANCE COMPANY 

Bruce N. Telander, Attorney-in-Fact

00608959

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# The St Paul

### OPOWER OF ATTORNEY

Seaboard Surety Company

- St. Paul Fire and Marine Insurance Company
- St. Paul Guardian Insurance Company
- St. Paul Mercury Insurance Company

Fried States Fidelity and Guaranty Company (Company ) Tidelity and Guaranty Insurance Company (Company ) Fidelity and Guaranty Insurance Underwriters. Inc.

Power of Attorney No.

86203 Rev. 7-2000 Printed in U.S.A

Certificate No. 0901034

KNOW ALL MEN BY THESE PRESENTS: That Seaboard Surety Company is a corporation duly organized under the laws of the State of New York, and that St. Paul Fire and Marine Insurance Company, St. Paul Guardian insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, and that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Charanty Insurance Underwriters. Inc. is a corporation duly organized under the laws of the State of Wisconsin (herein) allectively called the "Companies"), and that the Companies do believe make, constitute and appoint

Bruce N. Telander, R.W. Frank, John P. Martinsen, Gary S. Soderberg, R. Scott Egginton, Donald R. Olson, Dennis J. Linder, John E. Tauer, Mary L. Charles, Linda K. French and Nina E. Werstein

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IN WITNESS WHERE	F. the Companies An	ve caused this instrum	ent to be signed and	eded this	day of	14144	
	Seaboard Su		. 1		-	d Guaranty Company	
		and Marine Insuranc dian Insurance Com	~ ~~!			isdrance Company Isdrance Underwriters,	Inc
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City of Baltimore	$\bigcirc$			, ~	• Inc	MIAS EXTOGRACOTSC. A	asistan Secretary
On this5th	day of	May				tsonally appeared John	
Thomas E. Huibregtse, w Marine Insurance Compa	ho acknowledged the	mselves to be the Vice	President and Assist	ant Secretary, res	pectively, of Seats	oald Surety Company, S	at. Paul Fire and
Guaranty Insurance Compar	and Fidelity and	Insurance Company. 3	inderwiters. Inc., and	that the seals aff	ixed to the Corego	ing instrument are the co	orporate seajavoj 🔾
said Companies; and that	they, as such, being	authorized so 10/do/&	xecuted the foregoing	instrument for th	e purposes therein	n contained by signing t	he names of the
corporations by themselve	es as duly authorized	officers.		0 (	<i>-3]]]</i>		
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(h) Witness Whereof, I he	ereunto set my hand a	nd official seal.	WOTARY OKAL	(a)),	·		
My Commission expires t	the 13th day of Na	002.	- \%\ \^ (	(D)	REBI	ECC.4 E.480E KONOK.AL.	A. Notary Public
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This sower of Attorney is granted under and by the autitority of the following resolutions adopted by the Boards of Directors of Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, United States Fidelity and Guardian Insurance Company, fidelity and Guaranty Insurance Company, and Fidelity and Guaranty Insurance Underwriters, Inc. on September 2, 1998, which resolutions are not full force and Gifect, reading as follows: RESOLVED, that in connection with the lidelity and surety insurance business of the Company, all bonds, undertakings, contracts and other instruments relating to said business may be signed, executed, and acknowledged by persons or entities appointed as Attorney(s)-in-Fact pursuant to a bower of Attorney issued in accordance with these resolutions. Said Power(s) of Attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chaliman, or the President, or any Vice President of an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of the foregoing officers and the seal of the Contract may be affixed by facsimile to any Power of Attorney or to any certificate relating thereof appointing Attorney(s)-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and subject to any limitations set forth therein, and such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company, and any such power so executed and binding upon the Configured with respect to any bond or undertaking to which ருis (altidly attached; and RESOLVED FURTHER, that Attorney(s)-in Fact shall have the power and authority, and invary case, subject to the terms and limitations of the Power of Attorney issued them, to execute and deliver on behalf of the Company and to attach the seas of the Company to any and all bonds and undertakings, and other writings obligatory in the nature thereof and any such instrument executed by such Atterney (s)-in-Fact shall be as binding upon the Company as if signed by an Executive Officer and sealed and attested to by the Secretary of the Company. 1. Thomas E. Huibregtse, Assistant Secretary of Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, United States Fidelity and Guaranty Company, Fidelity and Guaranty Insurance Company, and Fidelity and Guaranty Insurance Underwriters. Inc. do hereby dentify that the above and foregoing is a true and corper copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked. IN TESTIMONY WHEREOF, I hereunto set my hand this O. NCORPORATED 1951 Who their Copy Thomas E. Huibre (18th) Assistant Secretary To verify the authenticity of this Power of Attorney, call 1-300-421-3880 and ask for the Power of Attorney clerk. Please refer to the Power of Attorney number, S and Self-Hellow the above-named individuals and the details of the bond to which the power is attached. One of the colony 

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	<u> </u>	Wapiti Canyo		BOND ©	95) 8/01
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0100pr.		<u></u>		17/10/2011	

PERFORMANCE BOND

Ames Construction, Inc., 2000 Ames C Ames Construction, Inc., 2000 Ames Drive, Burnsville, Minnesota 55306 as Principal, and the St. Paul Fire and Marine Insurance Company, 385 Washington Street, St. Paul, MN, 55162, a corporation organized under the laws of the State of Whinnesota and duly authorized to transact business in the state of Utah as Surety, are held and firmly bound unto

Support County, Utah

as the Obligee, in the sum of Three Hundred Seventeen Thousand Seven Hundred Eighteen -(\$3,107,18.00) DOLLARS, for the payment whereof well and truly to be made, the Principal and the Surety bind themselves their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

SIGNED, sealed, and dated this

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29th

August,

WHEREAS the Principal has agreed to perform:

Promontory, I-80 Ranch Exit & Silver Summit Industrial Park, Summit County, Utah RANCHEOMPOUND

NOW, THEREFORE THE CONDITION OF THIS OBLIGATION IS SUCH, that Withe said Principal shall construct, or have constructed, the improvements herein described and shall save ,joll. 60/97/ the Obligee harmless from any loss, cost or damage by reason of its failure to complete said work, ther this obligation shall be null and word; otherwise to remain in full force and effect.

AMES CONSTRUCTION. INC

Raymond G. Ames, Vice President

ST. PAUL FIRE AND MARINE INSURANCE COMPANY 

Bruce N. Telander, Attorney-in-Fact

00608959

State of MINNES	ACKNOWLEDGMEN	NT OF CORPORATION	
County of HENNEP	) ss. On this		August 2001 ad G. Ames d say that he
of AMES C	resident ONSTRUCTION, INC. that the seal affix	ed to the foregoing	j instrument is the
and that said	f sate corporation, the sate of the sate o		said corporate seal) Raymond G. Ames
acknowledged sa	(	be the free act	and deed of said
NOT	and national and a second seco	Notary Public  My commission expire.	County
))n.	ACKNOWLEDGMENT	OF CORPORATE SURETRY	21 (6.2) M.
Spate of MINNES	OTA ) SS On this	29th day of	August 2001
to me personally is the	Display before me app Attorney-in-Fact	oy me duly sworn, di	
corporation the		d to the foregoing and that said inst thority of its Boar	rument is the rument was executed
the Free act and	deed of said corpor	ration.	
NOTAF	AY PUBLIC MINNESOTA \$	Public - My commission expire	
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555	the laws of the State of Minnesota, and that United that Friends and Guaranty Insurance Company Underwriters, Inc. is a corporation duly organized Pereby make, constitute and appoint	d Some Fidelity and Guaranty Company is a supportation duly organized under the under the laws of the State of Wisconsin	t. Paul Mercus (hyprance Company are corporations a corporation duly organized under the laws of the law of the state of lowa, and that Fidelity and the "Companies"), and continued the "Companies", and oderberg, R. Scott Egginton, Donald R. O.	State of Surviland, and Charanty Insurance ship the Companies do
		ner, Mary L. Charles, Linda K. Fre	ench and Nina E. Werstein	
	quitines and other written instruments in the na	we bereof on behalf of the Companies with bonds and undertakings required or	to, and to counce, seal and acknowledge any and a in that howness of guaranteeing the fidelity of perpendice in any actions or proceedings allowed by	stars guaranteeing the
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	Marine Insurance Compan OSt. Paul Guardian In: Guaranty Insurance Company, and Fidelity and G	selves to be the Vice President and Assista surance Company, St. PaliDylectury Insur- juaranty Insurance Lings waters, Inc.; and thorized so to da exacuted the foregoing	ore me, the undersigned officer, personally appeared ant Secretary, respectively, of Sectionard Surety Company, United States Fulling and Guaranty that the seals affixed to the Opening instrument are instrument for the purposes therein contained by significant contained	pany. St. Paul Fire and Company. Fidelity and the corporate sept 400
S(5)	My Commission expires the 13th day of Vil 200	\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\	Rebucca Lasly Rebecca Expension	OKALA, Notury Pholis
<u> </u>	96203 Rev. 7-2000 Printed in U.S.A.		00408959 Rx0	1429 Pa01531
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This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Seaboard Surety Company, St. Paul Fire and Varine Insurance Company, St. Paul Guardian insurance Company, St. Paul Mercury Insurance Company, United States Fidelity and Guardian Company, Fidelity and Guardian States Fidelity and Guardian Company, Fidelity and Guardian Insurance Company, and Fidelity and Guardian Insurance Underwriters, Inc. on September 2, 1998, which resolutions are now in full force and officer, reading as follows:

RESOLVED, that in connection with the idelity and surery insurance business of the Company, all bonds, undertakings, contracts and other instruments relating to said business may be signed, executed, and acknowledged by persons or entiries appointed as Attorney(s)-in-Fact pursuant to a Power of Attorney issued in accordance with these resolutions. Said Power(s) of Attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Charman, or the President, or any Vice President, or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the foregoing officers and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Attorney(s)-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and subject to any limitations set forth therein, any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company, and any such power so executed and certified by such facsimile signature and facsimile soal shall be valid and binding upon the Company, and any such power so executed and certified by such facsimile signature and facsimile soal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is yalishy attached; and

RESOLVED FURTHER, that Attorney(s)-in Fact shall have the power and authority, and in any case, subject to the terms and limitations of the Power of Attorney issued them, to execute and deliver on behalf of the Company and to attach the search the Company to any and all bonds and undertakings, and other writings obligatory in the nature thereof, and any such instrument executed by such Attorneys)-in-Fact shall be as binding upon the Company as if signed by an Executive Officer and sealed and attacked to by the Secretary of the Company.

I, Thomas E. Huibregtse, Assistant Secretary of Seaboard Surety Company, St. Paul Fire and Marine Insurance Company. St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, United States Fidelity and Guaranty Company, Fidelity and Guaranty Insurance Company, and Fidelity and Guaranty Insurance Underwriters. Inc. do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I hereunto set my hand this 29th day of August 2001

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TO THE COMPANY OF THE

CORPORATE SEAL S

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Thomas E. Huibregisc Assistant Secretary

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To verify the authenticity of this Power of Attorney, call 1-800-421-3880 and ask for the Rower of Attorney clerk. Please refer to the Rower of Attorney number, the above-named individuals and the details of the bond to which the power is attached.

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Cost	Description	Quantity	Contract Totals Unit Measure Unit Price	Scheduled Value	
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9269	Revegitation / Hydro Mulch	4,200 2,600 6	CY \$ 3. AC \$ 2,210.	264 765	
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			008089	759 Bk01429 Pa	

PERFORMANCE BOND

Bond No. <u>SH7392</u>

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Ames Construction, Inc., 2000 Ames Drive To St. Paul Fire and Marine Corporation as Principal, and the Ames Construction, Inc., 2000 Ames Drive, Burnsville, Minnesota 55306 St. Paul Fire and Marine Ensurance Company, 385 Washington Street, St. Paul, MN 55192, a corporation organized under the laws of the State of Minnesota and duly authorized to transact business in the state of Utah as Surety, are held and firmly bound unto

Sumfort County, Utah

as the Obligee, in the sum of Sixty Six Thousand One Hundred Eighty and no/100------(\$66,180.00) DOLLARS, for the payment whereof well and frow to be made, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

SIGNED, sealed, and dated this

Umortinal Color

Unofficial copy

August,

WHEREAS the Principal has agreed to perform:

Promontory, I-80 Ranch Exit & Silver Summit Industrial Park, Summit County, Utah BACK COUNTRY TRAILS

NOW, THEREFORE, THE CONDITION OF THIS OBTIGATION IS SUCH, that if the said Principal shall constructed, the improvements herein described and shall save the Obligee harmless from any loss, cost or damage by reason of its failure to complete said on the and vi work, then this obligation shall be null and void; otherwise to remain in full force and effect.

MES CONSTRUCTION, INC.

Raymond G. Ames, Vice President

ST. PAUL FIRE AND MARINE INSURANCE COMPANY Ultro Hillerical Colord

Bruce N. Telander Attorney-in-Fact ....n 6611600608959

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State of <u>l</u>	MINNESOTA_)		h	(V) Y	3.7 4
County of ;		n this 29 ^t	day of Aûg	<u>ust                                    </u>	
to me pers	enally known, who,	being by me du	ly sworth did s	ay that he	<u> </u>
	Vice President AMES CONSTRUCTTON	INC.	0,0)		<del></del> _/
a corporat	ion, that the sea	( )	the foregoing i	nstrument is t	the
$\sim (0)^{*}$	seal of said corpo	(If no seal, so st	ate, and strike out ab	ove as (to) corporate se	eal)
and that authority	said instrument w of its Board of Di	as executéd in rectors; and th	benali oi sal lat said Ray	mond G. Ames	
acknowledg	ed said instrume			d deed of sa	aid
corporatio	NO V	60°°	2000	Section 1	208, 1
	NICOLE OLSON	Notary 1	Pubbic	County	<u>2</u>
	NOTARY PUBLIC - MINNESOTA E HENNEPIN COUNTY		ssion expires_		
	My Commission Expires Jan 31, 2005		A CONTRACTOR OF THE PARTY OF TH		
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County of	HENNEPIN befor	re me appeared	$\overset{\circ}{\otimes}$ Bruce N.	Telander say that he	
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that said	Bruce N	<u>Telander</u> ac	knowledged said	instrument	be
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## The St Pau ER OF ATTORNEY Seaboard Surety Company United States Fidelity and Guaranty Company St. Paul Fire and Marine Insurance Company Fidelity and Guaranty Insurance Company St. Paul Guardian Insurance Company Fidelity and Guaranty Insurance Underwriters Inc. St. Paul Mercury Lasurance Company Power of Attorney No Certificate No. KNOW ALL MEN BY THESE PRESENTS: That Seaboard Surety Company is a corporation duly organized under the laws of the State of New York, and that St. Paul Fige and Marine Insurance Company, St. Paul Guardian Jasurance Company and St. Paul Mercury Insurance Company are corporations duly organized inder the laws of the State of Minnesota, and that United States Didelity and Guaranty Company is a corporation dilly organized under the laws of the State of Minnesota, and that United States Didelity and Guaranty Company is a corporation dilly organized under the laws of the State of Minnesota. that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Under writers. Inc. is a corporation duly organized under the laws of the State of Wisconsin thereof Companies in and that the Companies do hereby make, constitute and appoint Bruce N. Telander, & W. Frank, John P. Martinsen, Gary S. Soderberg, R. Scott Egginton, Donald R. Olson, Dennis J. Linder, John E. Tauer, Mary L. Charles, Linda K. French and Nina E. Werstein Minnesota Minneapolis of the Cityoul . their true and lawful Attornex(s Dip-Fact, each in their separate capacity if more than one is named above, to sign its name as surety to, and to execute, seal and acknowledge any and all bounds intertakings. complined and other written instruments in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons contracting the portionance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by have Ο. 2000 IN WITNESS WHEREOF, the Companies Puve caused this instrument to be signed and scaled this Seaboard Surety Company United States Fidelity and Guaranty Company Ist. Paul Fire and Marine Insurance Company Fidelity and Guaranty Lasurance Company St. Paul Guardian Insurance Company Fidelity and Guaranty Insurance Underwriters, Inc. St. Paul Mercury Insurance Company State of Maryland THOMAS E ALVERTOTSE. Assistant Secretary City of Baltimore May 2000 , before me, the undersigned officer, personally appeared John F. Phinney and On this Thomas E. Huibregtse, who achievedged themselves to be the Vice President and Assistant Secretary, respectively, of Seabourd Surety Company. St. Paul Fire and Marine Insurance Company (S). Raul Guardian Insurance Company, St. Par Metoury Insurance Company, United States Fighty and Guardian Insurance Company, Fidelity and Guaranty Insurance Company and Fidelity and Guaranty Insurance Lines were. Inc.: and that the seals affixed to the Gregoring instrument are the corporate seals of said Companies: and that they as such, being authorized so to do executed the foregoing instrument for the purposes therein contained by signing the names corporations by themselves as duly authorized officers fa Witness Whereof. I hereunto set my hand and afficial seat. My Commission expires the 13th day of 16 (\$2002 REBECCA EASLE CONOKALA. Notary Public

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<u>~</u> This cower of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Seaboard Surery Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Desirance Company, United States Fidelity and Guardiny Company, Ridelity and Guaranty Insurance Company, and Ridelity and Guaranty Insurance Underwriters, Inc. on September 2, 1998, which resolutions are now in full force and  $\circ$ effect, reading as follows: RESOLVED, that in connection with the fidelity and surety insurance business of the Company, all bonds, undertakings, contracts and other instruments relating to said business may be signed, executed, and acknowledged by persons or entities appointed as Attorney(s)-in-Fact pursuant to a Power of Attorney issued in accordance with these resolutions. Said Power(s) of Attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman, or the President, or any Vice President, of an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the foregoing officers and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereit appointing Attorney(s)-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof and subject to any limitations set forth therein any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company, and any such power so and cuted and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which iPis(va)idly attached; and RESOLVED FURTHER, that Attorney(s) is fact shall have the power and authority, and six any case, subject to the terms and limitations of the Power of Attorney issued them, to execute and deliver on behalf of the Company and to attach the seal of the Company to any and all bonds and undertakings, and other writings obligatory in the nature thereof and any such instrument executed by such Attories (s)-in-Fact shall be as binding upon the Company as if signed by an Executive Officer and sealed and artested to by the Secretary of the Company. I. Thomas E. Huibregtse. Assistant Secretary of Seaboard Surety Company, St Paul Fire and Marine Insurance Company, St Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, United States Fidelity and Guaranty Emplany. Fidelity and Guaranty Insurance Company and Fidelity and Guaranty Insurance Underwriters, Inc. do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked. 2001 IN TESTIMONY WHEREOF, I hereunto set my hand this Augusz THEODER Unofficial Color Thomas E. Juibrestse. Assisian Secretary To verify the authenticity of this Power of Attorney, call 1-800-421-3880 and ask for the Power of Attorney clerk. Please refer to the Power of Attorney number, To verify the authenticity of this Power of Attorney, call 1-800-421-3880 and ask for the the above-named individuals and the details of the bond to which the power is attached. UR Afficilal Color

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		Back Country Trail \$	System		
	Cost Description	n Quantity	Contract Totals Unit Measure Unit Pri	\$cheduled ce Value	
В	ased on bid submitted by Alpine			1	
	Awide trails ORock Area Oak & Quakies Area	3,000 20,000	LF (\$)	1.75 \$ 5,250 1.45 \$ 29,000	
	Sage & Meadow Area	22,000		0.95 \$ 20,900 \$ 55,450	
	OTAL SCHEDULE OF VALUES			\$ 55,150	)`` 
	SUMD COST = 120% OF CONSTRI Summit Co. Inspection Fee = 1.5%		<u> </u>	\$ 66,180 \$ 827	
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