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

DEVELOPMENT IMPROVEMENTS AGREEMENT FOR PROMONTORY RANCH CLUB SITE GRADING

J Franky 2000

71: THIS AGREEMENT is made this 19 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 Gability company and Pivotal Promontory, LLC, an Arizona limited liability company, together herein referred to as "Developer".

RECITALS

- Developer is the owner of certain property more particularly described in Exhibit 1. A situated in the County of Summit State of Utah, sometimes referred to as Promontory and referred to herein as the "Property."
- Developer's County-approved Development Agreement for Promontory dated as of January 2, 2001 (the Development Agreement") provides for construction of golf course improvements which require the importation of soil from the site of the future clubhouse improvements.
- Developer has submitted to the County the site grading plan, more particularly 3. described in Exhibit B attached hereto (the "Site Improvements Plan"), and has submitted any construction drawings ("Construction Drawings") for those improvements and related re-vegetation and erosion control measures to be undertaken by the Developer in connection with the proposed site grading.
- The site grading covered by this Development Improvements Agreement will be subject to the requirements and conditions related to the installation and construction of erosion control, re-vegetation and any other 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: QOSOS962 BK01429 PG01670-0174**5**

Developer's Guarantee and Warranty. 1.

ALAN SPRIGGS, SUMMIT CO RECORDER 2002 JAN 22 16:54 PM FER \$407.00 BY DMG REQUEST: SUMMIT ESCROPES TITLE INSURANCE

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 North Gatehouse and the West Gatehouse, and payment therefor, of all storm drainage improvements and re-vegetation, together with any other improvements described

* See Exhibit D for tax identification numbers.

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Unothing in in the Site Improvements Plan. Developer hereby warrants all improvements constructed on installed by Developer activity defeats in metaricle and activities for a residual for the second of the seco installed by Developer against defects in materials and workmanship for a period of two fall year's normal operation after acceptance by the County Engineer or any 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.

Water Facilities and Sanitary Sewer Collection Lines.

- At the request of Developer, The Snyderville Basin Sewer Improvement o (1) 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 site to be graded. The Developer shall bond for the installation of on-site sewer lines and service laterals from the border of the grading plan to the existing sewage collection system, in accordance with the standard specification of the District.
- The Developer has also entered into a Water Service Agreement with Mountain Regional Water Service District to provide for the installation of wells, pumps, waterlines and service laterals for the site to be graded 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, septic system and waterlines will be completed within two years from the date hereof for the initial phase of construction on the site to be graded and within two years from the date of approval of Construction Drawings for each subsequent phase of construction.
- Umostination Goist The cost of any sanitary sewer lines shall be borne by Developer pursuant (4)to an agreement between Developer and the District, and Developer has entered into a separate guarantee and warranty to the District for such facilities.
 - The Developer has agreed to construct and pay for culinary and fire protection waterlines to serve the site to be graded and to transfer

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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 Agreement with Mountain Regional and construction is guaranteed by the Developer pursuant to this Development Improvements Agreement.

Electric, Gas, Telephone and Cable TV Facilities

- Umorring 3. At the request of the Developer, Utah Rower shall engineer and provide for (1)the installation of all electric distribution lines and facilities required for the North Gatehouse and the West Gatehouse, and Developer shall pay for such work in accordance with the established charges of Utah Power.
 - At the request of Developer, Questar Gas Company shall engineer and provide for the installation of all required gas lines and facilities required, and Developer shall pay for such work in accordance with the established charges of Questar Gas Company.
- At the request of Developer, AllWest shall engineer and provide for the installation of all required telephone lines and facilities and broadband and cable television lines and facilities to serve the site to be graded and Developer shall make any required payment for such work in accordance with the terms of its agreement with such service provider.
 - The installation of the electric, gas, telephone and cable television facilities is anticipated to be completed within two years from the date hereof for the initial phase of construction on the site to be graded and within two years from the date of approval of Construction Drawings for each subsequent phase of construction.

Storm Drainage Improvements.

- The Developer shall install any storm sewer lines, drainage and erosion control facilities described in the Site Improvement Plan.
- Developer anticipates completing the installation of said lines and facilities. (2) within two years from the date hereof for the initial phase of construction on the site to be graded and within two years from the date of approval of Construction Drawings for each subsequent phase of construction 2 BK01429 PG01672

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Trail Easements

None of the public trails contemplated by the Development Agreement are located on or adjacent to the sit to be graded.

Roads.

The site grading under this Development Improvements Agreement does not contemplate building of any road improvements.

7. Re-Vegetation.

Developer shall install re-vegetation on the site to be graded in accordance with the Site improvements Plan, at Developer's expense within two years from the date hereof.

Road Cuts.

Developer acknowledges that the County has adopted a road cut ordinance the provisions of which shall apply to the alteration of any road necessitated by the performance of any grading covered by this agreement.

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.

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

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Financia Assurances.

Ma Afficilian Color To insure Developer's performance under this Agreement, 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 brices 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 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.

> Conditions of Approval. Developer pledges to remain in compliance with all of 12. 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

Ollockille". such work as may be necessary and appropriate to cure such default and the County shall be reimbursed for the reasonable costs thereof either by payment of such costs to cure the detailt within 30 days of delivery of an invoice to Developer or by obtaining funds under the security.

___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 foint venturers 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 Filelal Color Agreement by the County, expressly waived and released as a condition of, and in consideration for, the execution and delivery of this Agreement. Nothing contained herein shall constitute a waiver of any obligation of Developer to the County under this Agreement of 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.

This Agreement, Exhibits A, B and Chereto, 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 run with the land and shall be binding upon and shall inure to the benefit of the parties hereto and their successors, heirs and assigns of the property owners; provided that, except as provided in Paragraph 10(b) above, purchasers of residential lots within the Property or any homeowner's association that receives title to any portion of the Property shall not incur any liability hereunder and no person or entity, including any homeowner's association that receives title to any portion of the Property, may claim to be a third party beneficiary of the terms, conditions, or covenants of this Agreement. This Agreement shall be recorded in the Office of the Summit County Recorder and 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.

Umorringial Gologi IN WITNESS WHEREOF, the parties have caused this Agreement to be signed the date at year written above.

APPROVED: and first year written above. ATTEST

Summit County Clerk

APPROVED AS TO FORM:

Will Careful Summit County Commissioners County Commission Chairman

Dave Thomas,

Deputy County Attorney

ACCEPTED:

Pivotal Promontory Development, LLC, an Arizona limited liability company

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

Its: Administrative Member

J. Jahm Najafi, Trustee of the Jahm Najafi Trust dated July 30, 1996

Administrative Member Its:

By:

Trustee

Its:

Pivotal Promontory, LLC, an Arizona limited liability company

Pivotal Group X, LLC; Marizona limited liability company

Administrative Member

J. Jahm Najafi, Prustee of the Jahm Najafi Trust dated July 30, 1996 By:

Administrative Member Its:

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By:

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DEVELOPMENT AGREEMENT AND EXHIBITS

LEGAL DESCRIPTIONS

PROMONTORY Parcel Descriptions August 11,1999

PARCEL A

Beginning at the Southwest Corner of Section 36 Township 1 South, Range 4 East, Salt Lake Base and Meridian, Summit County, Utah, (Basis of bearing being North 00°03'26" West from the said Southwest Corner to the West Quarter Corner of said Section 36 both being found Stone Monuments), and running thence along the West Section Line of said Section 36, North ெரி03'26" 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 the Southeast Quarter of Section 26; thence North 08:06'02" 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 ்ர்ல்வாd at the North Quarter ௸for said Section 26, thence:North 20°02'27 to the Southwest Corner of the Northeast Quarter of Section 23; thence North 89°58'47" West, 1858.84 feet, more or 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 rock 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) Month 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 bears North 07º16'05" West; thence, 5) Easterly, 153.29 feet along the arc of said curve through a central angle of 09°44°3°; thence, 6) North 19° 43556 West, 298.63 feet; thence, 7) South 70°16'02" West (\$3.37 feet; thence, 8) North 20°2 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 3/14.14 feet to a stone found at the Northwest Corner of said Section 23; thence South 89°36'59" East 2672.06 feet along the North line of said Seption 23 to a stone found at the North Quarter Corner of said Section 23; thence North 00°23'35" East 1335.49 feet to the Northeast Corner of the Southeast Quarter of the Southwest Quarter of Section 14; thence North 89°42'03" West 1338 30 feet to

00608962 Bx01429 Pc01678 the Northwest Corner of the Southeast Quarter of the Southwest Quarter of Section 14: then North 00°15'11" East 1333.52 feet to the Northwest Orner of the Northeast Qualter of the Southwest Quarter of Section 14, thence North (80°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//39/)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 Comer of the Northeast Quarter of the Northeast Quarter of said Section 14; thence North 00° East 1335.93 feet to the Worthwest Corner 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 14, 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 50°13'55" West 2642.81 feet to a stone found at the West Qualter 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 4805 5 feet to a stone found apphe Northwest Corner of Section 2, Township 1 South, Range East, Salt Lake Base and Meridian; thence South 893641" 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 Mendian; thence North 00°47'21" हिक्द 5248.25 feet to a fence come 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 இத்28.81 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" East 2309.38 Feet to the Southwest Comer of the Northeast Quarter of said Section 1; thence South 89925 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 Comer of Section 12; thence South 00%5馀严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 3; thence South 00°02'26" West 5315.33 feet to a rebar found at the Southeast Corner of Section 24; thence North 89°50'58" West 1338.50 feet to the Northwest Corner of the Northeast 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 Quarter of said Section 25; thence South 30°00'30" East 1343.62 feet to the Southwest Corner of the Northeast Quarter of the Southeast Quarter of Section As thence 00608962

Promontory SPA Plan and Development Agreement Application

<u></u>

Prepared by Swabask Partners

August 1, 2000

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 2666.78 feet, more or less, to the Point of Beginning.

(Containing 6559 46 Acres, more or less)

Excluding that portion lying within the bounds of \$20. (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 (formerly State)
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 5 East, Salt Lake Base and Mendian; and
running thence 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 radius 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 sentral 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 Acres Net, more or less.

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PARCEL "C

Legal description for 100 foot parcel:

Beginning at a point which is North 00°03'36" East 1321.45 feet along the Westerly line of Section 30, Township South, Range 5 East, thence continuing along said Westerly line of said Section 30, 50 00 feet to the true point of beginning of a 100.00 foot road parcel, measured 50.00 feet extremal 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

terminus of said 100.00 foot road parcel.

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 true point of beginning of a 100.00 foot road parcel measured 50.00 feet either side at right 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 angle of 90° more or less to the North 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 or 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°13'37" West along the Section Line 140.71 feet and South 19°33'58" East along the State Parks right-of-way 900.45 feet from the Northwest Corner of Section 23, Township 1 South, Range 4 East, Salt Lake Base and Meridian, and running thence South 19°43'58" East 162.14 feet to a point on a 1050 feet radius curve to the right radius bears North 08°33'57" West); thence Westerly along the arc of said curve a distance of 156.98 feet through a central angle of 08°33'57"; thence West 52.18 feet; thence North 19°43'58' 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 central 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 C 2.65 Acres

Parcel D = 0.48 Acres

Total = 6384.40 Net Acres

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WEST VIEW SOUTH FARCEL

MAN COLON 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 76°29'06" West 10768 feet; thence North 58°15'19" West 477.43 feet; thence North 64°45'04" West 394.50 feet; thence North 47°4136" West 177.95 feet; thence North 28°35'15" West 174.84 feet; thence North 01332'48" West 185.88 feet; thence South 87°33'44" East 129.76 feet; thence North 02°26'16" East 24.66 feet to appoint of curvature of a 275.00(foot radius curve to the right, the center of which beats 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 Northerly along the arc of said curve 287.33 feet through a central angle of \(\frac{1}{3}\) 31°42'35"; thence North 17°29'02" East 50.00 feet to a non-tangent point of curvature of a 175.00 Soot radius curve to the right, the center of which bears South 122902" West; thence Southeasterly along the arc of Said curve 189.38 feet through a Sentral angle of 62°00'08"; thence North 229'10" East 154.13 feet; thence South 20°35'11" East 110.60% feet; thence South 45°20'31" 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 Southerly along the arc of said curve 53 Africet 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 being 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 feet; 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 teet; thence North 07°09'52" East 222.45 feet; thence North 01°04'02" East 205.15) feet; thence North 09°13'18" West 559.17 feet; thence North 29°13'31" East 40.71 feet to a non-tangent point of curvature of a 325.00 foot radius curve to the left, the center of which bears North 29°13'34' 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 25.00 foot radius curve to the hight, the center of which bears South 12°57'46" East through a central angle of 88°34'38" to a point of reverse our vature 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 curve 436.95 feet through a central angle of 20°26'14"; thence South 34°49'22') East 189.81 feet to a point of Qurvature of a 475.00 foot radificative 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"

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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" Une Male of the left of the le June Afficial Copy Uniofficial Copy

Muotification Golden 50°28'23" West 192.10 feet; thence North 27°05'24" West 135.16 feet; thence North %°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 470.78 feet; thence North 11°08'24" West 442.03 feet, thence North 13°26'50" East 195.50 feet, thence North 55°30'38" East 387,56 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 60°23'52" 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 (Rept to a non-tangent point of curvature of a 395.00 foot radius curve to the right, the center of which bears South 44°5355" West; thence Southeasterly 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 radius 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°18'36 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 263.97 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 (\$6.89 feet; thence South 06°32'26" West 207.53 feet; thence South 29°27'49" East 397.75 feet; thence South 60°1/BAA" East 239.13 feet; thence South 04°56'15" East XX29 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°10'36") East 200.84 feet; thence South 50°49'30" West 50.00 feet; thence North 39% West 200.84 feet to a point 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 3 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 134903 feet to the point of beginning.

Containing 98.17 acres more or less.

WEST-HILLS EAST PARCEL

Ulta ethelicil color Beginning at a point which is North \$9°48'16" West along the Section Line 823.22 feet from the Southeast Corner of Section 11, Township 1 South, Range 4 East, Salt Lake

00608962

Muching Colory 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 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 55.46 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 enrive 361.82 feet through a central angle of 63°47'16%, 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 02°44'21" West 218.83 feet; thence North 34°46'\$P! West 284.74 feet; thence North 10°26'29" East 517.95 feet; thence North 15°29'56" East 365.69 feet; thence North 11°36'29" East 140.36 feet thence North 37°15'52" West 190.58 feet; thence North 11°10'20" West 201. Feet; thence North 02°08'09" East 180.89 feet; therice North 28°40'34" West 18022 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°10'07 West 160.56 feet; thence South 10°49'59" East \$20.53 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 \$2°32'24" East; thence Southeasterly along the arc of said curve 193.49 feet through a central angle of \$3°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°39 to a point of compound curvature of a 425.00 foot radius curve to the right, the center of which bears South 81,12,42" West; thence Southerly along the arc of said curve 212.13 feet through a central angle of 28°35'55" to a point of reverse 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°30'25'5 thence North 66°41'48" West 457.99 feet to a point of curvature of a 225.00 foot radius 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 27900'30" 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 1.50 484.

of Section 1.1, Township 1 South, Range & East, Salt L.

as of Bearing being North 89°48*16"; West 2659, 63 feet bet

and the South Quarter Corner of said Section 1.1); and runnin,

22/40°4884 442.14 feet; thence South 87°217" West 251.30 feet to

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s North 89°49'150 foot radioserve to the right of arc of said curve 288.04 feet through a central angle of 1402'44"; thence South 12°57'46" East 491.14 feet to the point of beginning. Uno Afficial Copy Unother and the state of the st

Alto thinglight 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 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%)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 178,09 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 central angle of 43°07'59"; thence South 65°40'49" East 234.02 feet; thence North 17959'22" 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 regat, 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 foot radius curve to the left, the center of which bears North 87°11'12') 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°59'31" 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°1(246" East 379.48 feet; thence North 60°20'09" East 371.36 feet (thence South \2\°17'48" East 276.06 feet; thence South 68°42'12" West 798.0\ feet to a non-tangent point of curvature of a 25.00 foot radius curve to the left, the conter 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°0000; 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 Containing 39.54 acres more or less.

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Muchille Color 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, Salt Lake Base and Meridian (Basis of Bearing being New York 12) said point also being section 12) said point also being curve to the latest and the latest corner of the latest corner of Section 12) said point also being curve to the latest corner of Section 12). 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 01.24°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'b 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". Bast; thence Northwesterly along the arc of said curve 101.03 feet through a central angle of 21°02'58"; thence North 20913'26" 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 1065 Preet; thence North 86°05'57" West 121.93 (Seet 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 of 84015'04"; 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 550 111"; thence North 02°48 480 East 426.33 feet to a point of 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 through a 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 bears South 2004(239) 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 Rest through a central angle of 90°11'30"; thence North 92°23'38" West 162.85 feet; thence South 87°59'00" West 85.57 feet; thence North 3597'13" 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" East 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 00 2 41" East 360.21 feet; thence South 21°07'47" West 508.50 feet; thence South

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...outh 63°27'23" West 465.56 feet; them
...ence South 00°4 t(586 West 95.17 feet; theme
...; thence South 84°48'09" East 340.45 feet; thence
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... West 212.13 feet; thence South 63°55'13" West 616.28 feet; thence So
... 2017 West 98.40 feet; about 50 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 185.67 feet; thence South 00°41'58" West 95.17 feet; thence South 45°16'01" East 390.69 feet; thence South 84°48'99" East 340.45 feet; thence South 11°46'54" West 388.60 feet; thence South 30°20'24" West 501.35 feet: the 74°35'36" West 237.13 feet; thence South 22°54'32" West 20°53'33'30'2" West 406.19 feet; thence South 71°17" S8°09'36" West 212.13 feet: the 22°59'07" West 20°59'07" West 2 June Market Copy Unio Make I Copy Une fifte dell Copy Uno Hitelall Copy Umostingial color

WAPITI CANYON, PITASE I

Olustificial Golda 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 & 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°39'04" Past; thence Easterly (Salong the arc of said curve 3275)4 feet through a central angle (1)72°29'45"; thence South 25°09'19" East 210.56 feet to a point of curvature of 85000 Foot radius curve to the left, 2 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°(6)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" Past 248.72 feet to a point of curvature of a 725.00 foot addius 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 266.54 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 25,00 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 0763843" to a nontangent point of curvature of a 25.00 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 feeto through a central angle \$6°10'38"; thence South 24°19'M" West 92.30 feet to a point of curvature of a 32500 foot radius curve to the right of 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 22\32'50" 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 (Leet) thence 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 6508'23" 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

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Jest 48.06 feet; thence South size 255.13 feet; thence North List 688.06 feet; thence North John East 688.06 feet; thence South 4076 East 190.00 feet to a non-tangent septyte to the left, the center of cythich bears nessigify along the are of said quasi 164.01 feet 27 thence North 34377 East 97137 East 9713 feet; thence North 343-46-407 West 720.35 feet; thence North sightence North 372-4157 west 362.23 feet; thence North sightence North 30715417 East 362.23 feet to the point of north of the sightence North 30715417 East 362.23 feet to the point of north of the sightence North 30715417 East 362.23 feet to the point of north of the sightence North 30715417 East 362.23 feet to the point of north 30715417 East 362.23 feet to the point of north 30715417 East 362.23 feet to the point of north 30715417 East 362.23 feet to the point of north 30715417 East 362.23 feet to the point of north 30715417 East 362.23 feet to the point of north 30715417 East 362.23 feet to the point of north 30715417 East 362.23 feet to the point of north 30715417 East 362.23 feet to the point of north 30715417 East 362.23 feet to the point of north 30715417 East 362.23 feet to the point of north 30715417 East 362.23 feet to the point of north 30715417 East 362.23 feet to the point of north 30715417 East 362.23 feet to the point of north 30715417 East 362.23 feet to the point of north 30715417 East 362.23 feet to the point 30715417 East 362.23 feet to the po Uno the open Uno Afficial Color Uno Hillelloll copy

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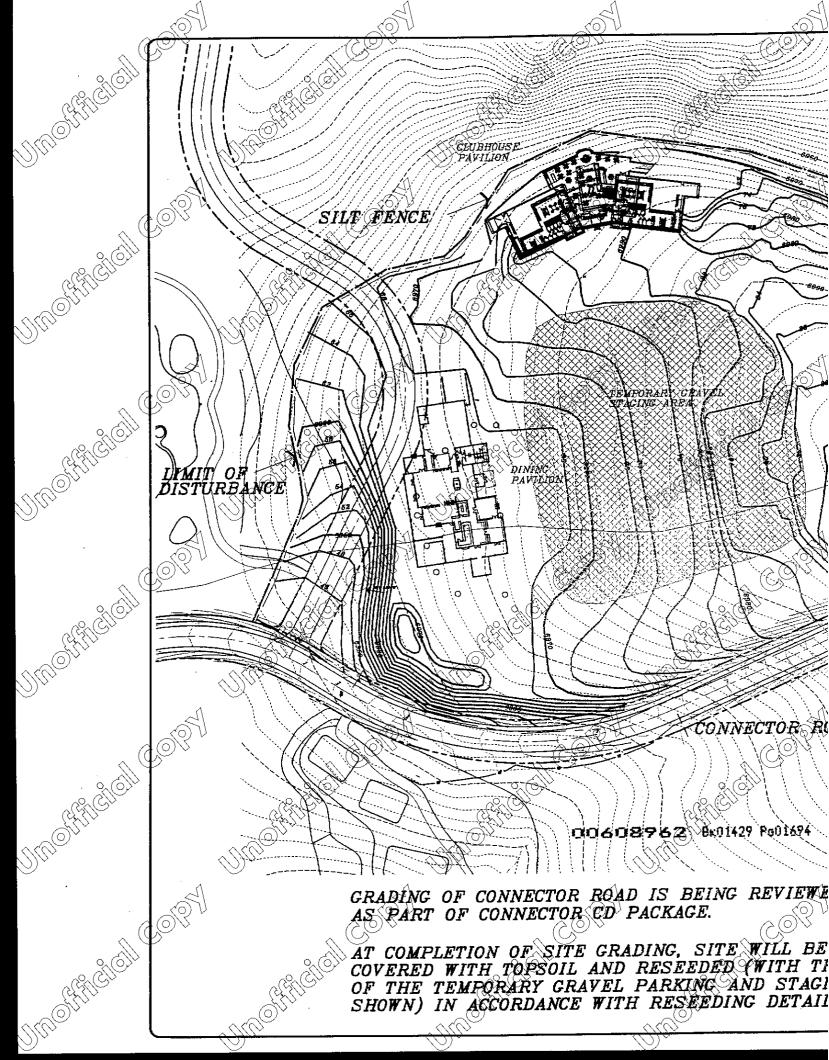
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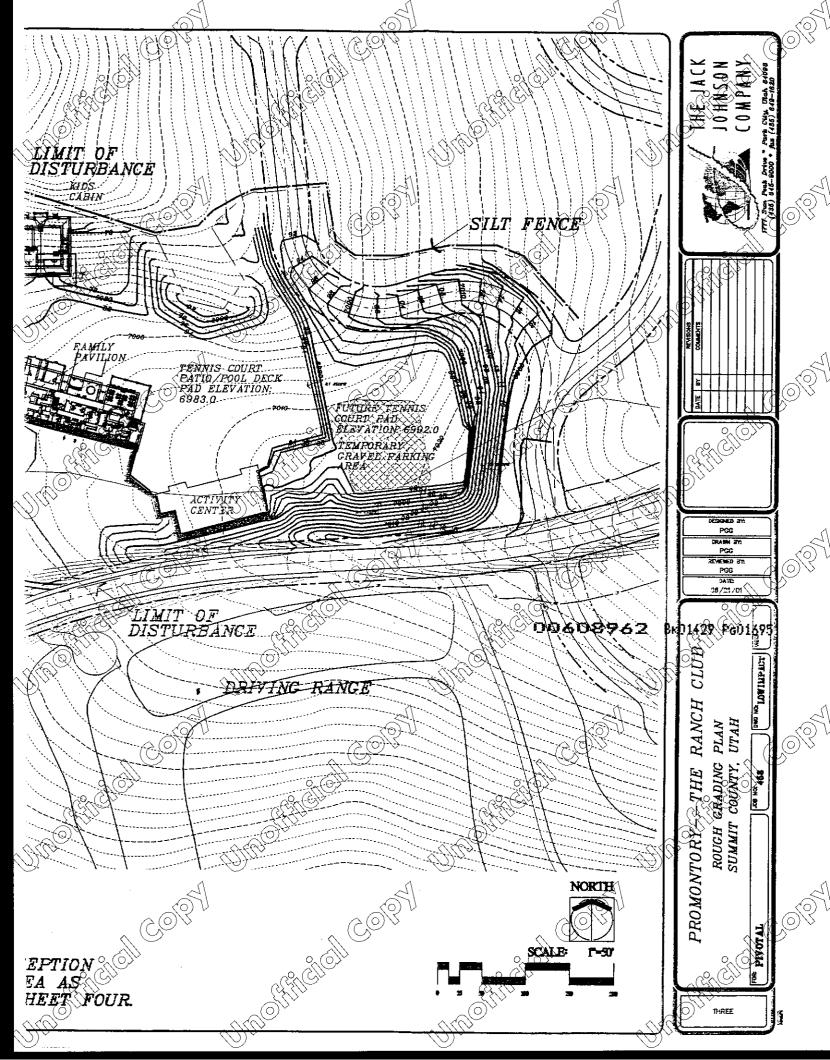
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Cost Code	Ranch C	Ompound Area Continue Unit Measure	> \$\tag{8}\$	BOND CO	\$T
CENTEN -	Ranch C	ompound Area	****		101
Cost	Description	Con	tract Totals	<u>∅</u> ,	
Code	Description AMES CONSTRUCTION, INC., April 5, 2	Quantity Measure	Unit Price	cheduled Value	
	earing and Grubbing	11.00 AC	\$ 1,071.00 \$	11,781	
	rosion Control Strip and Stockpile Topsoil	2,300 LF 8,900 CY	\$ 2.53 \$ 1.55 \$	5,819 13,795	60/2
9269	Site Excavation (common)	87,000 CY	\$ 1.96 \$	170,520	
T. (3,5)	"Aggregate Base Course opsoil spreading	4,200 CYN 2,600 CY	\$ 9.95 \$ \$ 3.00 \$	49,790	
(C)	Revegitation / Hydro Mulch	6 0 AC	\$ 2,210.00 \$	○ 13,260 264,765	
TOTAL SCH	IEDULE OF VALUES				
BOND COS	T = 120% OF CONSTRUCTION COST	Cost	\$	317,718	A A
		ii cost	\$	3,971	60%
			>	20	
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HAND DELLVER

CO. 21

Mr. Brad Costs 6531 North Landmark Drive Park City, Utah 84098

BID FOR INSTALLATION OF TRAIL

Under the later of the later of

Uno Haleloll Gold

<u>AREA</u>

Installation of 4 wide public trails with a smoothed natural dirt surface, built to at least the standards of the Snyderville Basin Special Recreation District. Trail locations are as depicted on the trail map exhibit, to be modified as necessary to conform to the land and its natural features. Field layout is to be performed cooperatively with representatives of the Recreation District and Promontory, to determine the least impactive possible alignments.

BID AMOUNT

Meadow and Sage Areas:

\$.95 per linear foot

Areas of Oak Brush and Quakies:

\$1.45 per linear foot

Rocky Areas:

\$1.75 per linear foot

Field Location and Flagging:

No charge (if this bid is accepted)

TIMING AND METHODS

Clearing will be performed with a combination of dozer and hand tools. Brush, trees, and limbs will be cut and removed from the pathway, and scattered away from the trail to the extent reasonably feasible, but not removed from the site. Earthwork will be performed mainly by mini-bulldozer (SWECO 450 trail dozer), with hand work where necessary.

Park City, Utah 84060

8KQ1429 PGU1698 00608962

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				BOND COST 8/29/01
A CALLED	Back Cou		CALLED TO THE PARTY OF THE PART	
	Cost Description	Quantity Measu		Scheduled Value
Bas	sed on bid submitted by Alpine Trails dated 5/	24/01 45,000 LF		
	Rock Area Oak & Quakies Area	3,000 LF 20,000 LF	\$ 1.75 \$	5,250
	Sage & Meadow Area	22,000 LF	\$ 1.45 \$ 0.95 \$	29,000 20,900
	SUBTOTAL		\$	55,150
	TAL SCHEDULE OF VACUES ND COST = 120% OF CONSTRUCTION COST	-(0) ₁		(\$5,750 (0)86,180
Sui Sui	mmit Co. Inspection Fee = 1.5% of Construction		3	<u> </u>
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4 17		6001	2019	~ (S)
	Cost Code Description			BOND COST 88801
		Deer Crossing E	ast	
(1(2)			Contract Totals	
	Cost Description	Quantity	Unit Measure Unit Price	Scheduled Value
-	Clearing and Grubbing	12.80	AC \$ 1,071.00	
	Erosion Control	8,670	LF \$ 2.53	\$ 21,935
	Strip and Stockpile Topso		. ()	\$ 9,954
	Site Excavation (commor Rip-rap, Machine placed		CY \$ 1.96	
	Final Clean-Up	1	\$ 1,120.00	
CASTON .	9269	>	Control of the contro	(2)
	6" Aggregate Base Cours		TN \$ 9.950	
1/20-	10" Select Sub Base 4" Bituminous Surface C	15,500 purse 201,970	TN \$ 6.750 SF \$ 0.85	\$\ 04,625 \$\ 171,675
\forall	Topsoil spreading	6,524		\$ 19.572
·	:Reveditation / Hydro Mul		AC \$ 2,210.00	•
	02015 Storm Drain	(b) V	15 \$ \$ (0) \$0.70	
-	(a)85 RCP 24" RCP	(0) 476		\$ 9,882
]-		8		\$ 12,000
St	Cleanout Box Vert Feet			\$
	Walls	<u> </u>		
	Stacked Rock Wall (net Dstacked Rock wall - Ma		SF \$ 4.50 TN \$ 16.00	\$ 37,380 \$ 98,000
100	Structural Retaining Wal		SF \$ 16.00	\$ 25,600
₩ · [-	Guard Rail	405	LF \$ 21.50	8,708
[SUBTOTAL		······································	\$ 640,308
<u> </u>	TOTAL SCHEDULE OF VALUES			\$ 640,308 \$ 768,370
17	BOND COST = 120% OF CONSTR	UCTION COST:		\$ 768,370
اً يُ	Summit County Inspection Fee =	1.5% OF CONSTRUCTION CO	ST	\$ 11,526
	Summit County Inspection Fee =	UCTION COST	A Company of the Comp	\$ 640,308 \$ 768,370 \$ 11,526
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PERFORMANCE BOND

RESF

Bond No. <u>SH7396</u>

6061

Ames Construction, Inc., 2000 Ames Drives

St. Paul Fire and Marine Property 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 Winnesota and duly authorized to transact Utah as Surety, are held and firmly bound unto business in the state of

Suppost County, Utah

as the Obligee, in the sum of Seven Hundred Sixty-Eight Thousand Three Hundred Seventy and ^z---(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.

day of

SIGNED, sealed, and dated this

Umortheloll 2019A

29th

August,

WHEREAS the Principal has agreed to perform:

Promontory, I-80 Ranch Exit to 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 harmless from any loss, cost or damage by reason of its failure to complete said and and work, then this obligation shall be null and word; otherwise to remain in full force and effect.

AMES CONSTRUCTION. INC.

Vice President

ST. PAUL FIRE AND MARINE INSURANCE COMPANY

By:

Bruce N. Tellander, Attorney-in-Fact

BK01429 (501701 00608962

:					
					CARILLIAN CONTRACTOR
A. H. C.		CKNOWLEDGMENT	OF CORPORATE	· · · · · · · · · · · · · · · · · · ·	A. A. C.
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	MINNESOTA) see		29 th day	. (2001
to me per	(<u>HENNEPIN</u>) b sonally known, Vice President			Raymond G. Am	
corpora	AMES CONSTRUCT	seal affixe	d to the for	egoing instru	went is the
(100)	seal of sald c	orporation,	Ly so state, and s	trike out above as	(O)* .
authority acknowled	of its Board o		and that said		G. Ames
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	NICOLE OLSON HOTARY PUBLIC-MINNESOTA HENNEPIN COUNTY	182	tary Public	Cou.	ntr
	My Commission Expires Jan 200		17/10/01		
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State of	MINNESOTA)		29 th day		
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that Said	of said corporate $ ext{Bruc}$	e Telander	acknowledg	Board of Dir red said instr	rectors, and rument to be
ANNA E ME	**************************************			ADOTE NO	
	NICOLE OLSO NOTARY PUBLIC - MINNE HENNEPIN COUNT	SOTA \$ MAY	commission e	expires	nty,
- Evvv	Commission Expires Jan.	11, 2005 X	^	COBI	(6)
	~°.		30,100) 10608762 8	x01 429 2601702
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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 Mercon Insurance Company

Putited States Fidelity and Guaranty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwyiters, Inc.

Power of Attorney No. 2179

Certificate Nos

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 the Marine Insurance Company, St. Paul Goard printer Company and St. Paul Mercus (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 Guaranty Insurance Company are corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Companies in the Companies do Bereby 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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e	achOn (Ke)r separate capac	ity if more than one	is purpocolioove, to sign it	s name as surety to, and	ΣΟς (Χεκζυλε, seal a	nd acknowledge	e any and all by Ands	Cundertakings.
ď	onicacts and other written	instruments in the r	natura Niercof on behalf of	the Companies in their	Sulsiness of guara	intecing the fid	elity of persons go	aranteeing the
Æ	exprimance of contracts an	id executing or guara	mosing honds and underta	kings required or pe arl (ए)	ed in any actions	or proceedings	illowed by Rive	
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> I	n witness whereof	િ the Compagnery)જો	e caused this instrument to	be signed and somed th	is5th	day of	Mah 10	
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		⊿Seaboard Sur	ety Company	٠. ٠	United States F	delity and Gua	ranty Company	
		St. Paul Fire a	and Marine Insurance Co	mpany	Fidelity and Gu			
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(City of Baltimore	$\langle \langle \rangle \rangle_{\wedge}$		$\langle \rangle \rangle_{\wedge}$	į .	THOMAS	E PIÙ MREGTSE. As	sistant Secretary
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			nselves to be the Vice Pres					
			Insurance Company. St. Pa					
			Guaranty Insurance Under					
			uthorized so so do execut	ed the foregoing mairtin	ieur ioi, me briboi	es therein cont	ained by signing in	e names of the
C	corporations by themselves	as duty authorized o	officers.				(
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In Witness Whereof. I hereunto set my hand and official seal.

My Commission expires the 13th day of 3002.

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REBECCA EASTEN ONOKALA. Notary Public

20608962 8k01429 PGQ1703

96203 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 Quaranty Company, (Nachty) and Guaranty Insurance Company, and Placety) 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 tidelity and surety insurance business of the Company, all bonds, undertakings, contracts and cities 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 Chaliman, 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 withings obligatory in the nature thereof, and subject to any limitations set forth therein, any such Powex of Automey or certificate bearing such facsimile signature or facsimile seal shall be valid and building upon the Company, and any such power so executed and societied 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)-(a) fact stall 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 Attorney (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. 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 sofrect 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 295 August day of Thomas E. Huibrograd Who Afficial Copy Jino Affiliation Colory 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 Fower of Attorney number, als an. ver is the above-named individuals and the details of the bond to which the power is attached. Un official color

Olub Etilgicil Goby

PERFORMANCE BOND

"RESEN"

, COBA

Ames Construction, Inc. 2000 Ames To St. Paul Fire and Manage To St. Paul Fire and Man 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 65102, a corporation organized under the laws of the State 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 -(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

Umoffilalical copy

August,

WHEREAS the Principal has agreed to perform:

Promontory, I-80 Ranch Exter Silver Summit Industrial Park Simmit County, Utah 炭��ÉST VIEW

NOW, THEREFORE, THE CONDITION OF THIS OF THOM 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 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

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	- ()	WENNEPIN) befor	n this \underline{V}		Ray	August lond G. A		.2001 V
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	State of		ACKNOWLE	DEMENT C	F CORPORA	TE SURE	N N	•	. 696) r
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	(3/2)).		A) CON OT	n this	29	day of	August	(3/1/2)	2001
1100	County of to me per	HENNEPIN sonally k	before	e me appe being by	eared duly	Bruc	e N. Tel	ander	 he
•	is the of		Attorney PAUL FIRE	-in-Fact			1		a
	corporati	on(9) that	the seal	affixed	to the	foregoin	instri	iment is	· the SOU
	in behalf that Said	of said	corporation	y by aut	thority o	f its Boo	ard of Di	irectors.	and
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W.			Expires Jan. 31, 2005		White			0,	

The St Paul

POWER OF ATTORNEY

Seaboard Surety Company

- St. Paul Fire and Marine Insurance Company
- St. Paul Guardian Insurance Company
- St. Paul Mercus Posurance Company

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

Power of Attorney No.

94

Certificate No. 5901036

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 Grandian insurance Company and St. Paul Mercucy Insurance Company are corporations duly organized under the laws of the State of Minnesota, and that United States Profitty and Guaranty Company is a corporation duly organized under the laws of the State of iowa, and that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of iowa, and that Fidelity and Companies do 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 Insurance Companies 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 Cityon their true and lawful Attorney (Spin-Fact, each in their veparate capacity if more than one is name assured to and top execute, seal and acknowledge any and all honds discertakings, contribute and other written instruments in the name thereof on behalf of the Companies in their positives of guaranteeing the fidelity of persons automatic ing the performance of contracts and executing or guaranteeing bonds and undertakings required or perputation any actions or proceedings allowed by Law.

IN WITNESS WHEREOF, the Companie have caused this instrument to be signed and sened this

h day of

2000

Seaboard Surety Company

- 1st. 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 Obsurance Underwriters, Inc.

3 (1927) 2 3 (1927) 2













Lones E. Harbugt

State of Maryland City of Baltimore

THOMAS E HUBBLEGTSE. Assistant Secretary

On this 5th day of 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 Seasond Surery Company. St. Paul Fire and Marine Insurance Company (S) Paul Guardian Insurance Company. St. Paul (Perchay Insurance Company, United States Fide) than Guaranty Company. Fidelity and Guaranty Insurance Company and Fidelity and Guaranty Insurance United States Fidelity and Guaranty Insurance United States Fidelity and Guaranty Company. Fidelity and 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 and viticial seal.

My Commission expires the 13th day of July 2002.

OF THORE ON WE

Rebecca Lasling Jorkala

REBECCA EASOE ONOKALA. Notan: Public

200608962 BK01429 Pt (9)707

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 Marine Insurance Company, St. Paul Guardian Jusurance Company, St. Paul Mercury Insurance Company, United States Fidelity and Company, (Rightly and Guaranty Insurance Company, and (Fineth) and Guaranty Insurance Underwriters, (in September 2, 1998, which resolutions are row in full force and effect, reading as follows: RESOLVED, that in connection with the idelity 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 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 waitings obligatory in the nature thereof, and subject to any limitations set forth therein, any such Power of Attorney or certificate bearing such facsimila signature or facsimile seal shall be valid and binding upon the Company, and any such power so axecuted and certified by such facsimile signature and facsipality 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) (the Fact shall have the power and authority, and in any case, subject to the terms and limitations of the Power of RESOLVED FURTHER, that Attorney(s) the Company and to attach the search the Company to any and all bonds and undertakings, and other action is sued 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 the company is supported by an action of the Company and the company are company are company and the company are company are company and the company are compa writings obligatory in the nature thereof and any such instrument executed by such Attortexts)-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. I, Thomas E. Huibregise, Assistant Secretary of Scaboard 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 eptrect 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 2001 day of Thomas E. Huibregese) Juno Hardiell Colory To verify the authenticity of this Power of Attorney, call 1-800-121-3880 and ask for the Power of Attorney clark. Please refer to the Power of Attorney number, Uno Africal Colon JE CHARLETTELL COLORS the above-named individuals and the details of the bond to which the power is attached. Winoffile lie li Colory OR OFFICE COLON -2 Bx01429 P601708 0008962

		P. Co. S.		
				BOND COST
		West View	<u>()</u>	
	Cost		Contract Totals Unit	Scheduled
	<u> </u>	L_\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\	Measure Unit Price	
	Clearing and Grubbing		AC \$ 1,071.00 LF \$ 2.53	Value \$ 7,818 \$ 4,820 \$ 12,194 \$ 12,328
	Strip and Stockpile To	1,905 psoil 7,867		\$ 4,820 \$ 12,194
	Site Excavation (comm	non) 6,290	CY \$ 1.96	+ '-,'
	Rip-rap, Machine place Final Clean-Up	ed 50	TQ () \$ 9.27	
	9269 Pinal Clean-Op		\$ 1,120.00	\$ 1,9209>
	6" Aggregate Base Co		TN \$ 9.950	\$ 47.760
1(2)	10" Select Sub Base 4" Bituminous Surface	8,700 Course 114,200	TN \$ 6.750 SF \$ 0.85	\$ 58,725
<i>∀</i>	Topsoil spreading	2,632	CY \$ 3.00	7.000
	Revegitation / Hydro M		AC \$ 2,210.00	\$ 7,293
	02015 Storm Drain		(O) N7 00	\$ 7,896 \$ 7,293 \$ - \$ 8,013
	(♥)5*♥RCP ↑ 18" RCP	${386}$	LF \$ 20.76	\$ 8,013
		- 0 000	LF \$ 27.30	\$ -
	36" RCP		\$ 44.00	\$
[6/3/7]	5.3 x 4.0 Arch CMP	1	\$ 89.00 EA \$ 1,500.00	\$ (500)
	Remove existing Give		LF \$ 16.00	\$ 0 -
	SUBTOTAL	0)0	>	\$ 267,001
<u> </u>	OTAL SCHEDULE OF VALUES	1		\$ 267,001
B	OND COSTO 120% OF CONST	RUCTION COST		
S	ummit Ounty Inspection Fee	= 1.5% of Construction Cost	000	\$ 4,005
		RUCTION COST = 1.5% of Construction Cost Construction Cost		
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. 60		((6)		
	. ////			^ //// V

Uno Hildell Colord PERFORMANCE BOND

PRESENT

Ames Construction, Inc. Ames Construction, Inc., 2000 Ames Drive, Burnsville, Mannesota 55306 as Principal and the St. Paul Fire and Marine Insurance Company, 385 Washington Street, St. Paul, MN, 55 (92, 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 Rive Hundred Thirty-Eight

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

SIGNED, seaked, and dated this

Umothigles Copy

Umorralell copy

29th

day of

August,

WHEREAS the Principal has agreed to perform:

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

NOW. THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said 1011 GO 1971 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 woid; otherwise to remain in the force and effect.

Raymond G. Ames, Vice President

ST. PAULIFIRE AND MARINE INSURANCE COMPANY

Ву:

Xelander, Attorney-in-Fact

00608962

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	<u> </u>			(K)	
Allega,		<i>∖`ÀCKNOWLEDGMENT</i>	OF CORPORATION		
County of	HENNEPIN)	ss. On this before me appe		mond G. Ames	2001
is the	Vice Preside AMES CONSTRU	nt ON INC.	me duly sworn		ine .
Octporate	e seal of said	Corporation,	d to the forego	out above (as (to cor	porate seal)
authority	v of its Board Iged said in	of Directors,	and that said	Raymond G. A	
	NICOLE OLS NOTARY PUBLIC MA HENNEPIN COL	WHESOTA E MY	tary Public commission exp	Countyo	
	My Commission Expires 1	àn. 31, 2005 }			
		CKNOWLEDGMENT OF		N	
State of)_{	ss. On this	29th day of	August	2001
	rsonally known At	torney-in-Fact	me duly sworn, NE INSURANCE CON		he
corporati corporate	on that the	e seal affixed d corpogation a	to the forego. and that said (the control of its B)	ing Ynstrument estrument was	is the executed
that Said	act and deed	uce (10) Telander of Said corpora	acknowledged	said instrumer	
	NICOLE OLSC NOTARY PUBLIC -MINNE HENNEPIN COUNT My Commission Expires Jan.	N NO NO	Public commission exp		
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	The St Paul	Seaboard Surety Co St. Paul Fire and W St. Paul Guardian I	arine Insurance Company	\\Fidelity and	s Fidelity and Guaranty (Guaranty Insurance Com	pany	
559		St. Paul Mercury In		O) Or identy and	Guaranty Insurance Und	erwitters, Inc.	
	Power of Attorney No.	21794 THESE PRESENTS: T	hat Seaboard Surety Company	Certificate N		8	
	St. Paul Eire and Marine I the laws of the State of Mi	nsurance Company, St. F innesota, and that United	Paul Guardua) Insurance Compa Spaces Fidelity and Guaranty C	any and St. Paul Merculy (fishers) company is a corporation study or if under the laws of the State	ince Company are corporate ganized under the laws of the control o	ions duly organized under the Starpor Maryland, and	
	Underwriters, Inc. is a corner bereby make, constitute an	poration duly organized	under the laws of the State of	Wisconsin (herein collectively o	of lowa, and that Flaemy alled the "Companies"). a	nd that the Companies do	
				ary'S Soderberg, R. Scott ia K. French and Nina E.		Olson,	1
	وم	87			C ()		8
	of the City of	Minneapolis	State	Minnesota	, their true and l	awful Attorney (2)m-Fact.	
	contracts and other written	n instruments in the nat	us thereof on behalf of the Co	as surety to, and to exceede, see empanies in their business of grequired or permitted in any action	uaranteeing the fidelity of	persons. Summanteeing the	
9	IN WITNESS WHEREO	₩ .	caused this instrument to be sign		day ofMax	2000	
	. 6	<○ \st. Paul Guardia	I Marine Insurance Company	Fidelity and	s Fidelity and Guaranty (Guaranty Fusirance Con Guaranto Distrance Und	ipany	100 M
	ST SUPER TO STATE HOLD	St. Paul Mercury	y Insurance Company	SOUTH A THE COLUMN TO THE COLUMN	Flin F.	things	
	1927 COODENE	SEALS ST	POAT (MCDROWN) 2 1896 1896 1896 1896 1896 1896 1896 1896	1977 E NCOMPANIO			
	State of Maryland City of Baltimore				THOMAS ELLINA	REGTSE, Assistant Secretary	
	On this 5th Thomas E. Huibregtse, wh	no ceknowledged themse	May 20	nd Assistant Secretary, respective	vely, of Seaboard Surety C	ompany, St. Paul Fire and	
	Guaranty Insurance Corne said Companies: and that	any and Fidelity and Gu they, as such, being auth	aranty insurance Underwriters. norized so to do executed the f	ury Insurance Company, United Inc., and that the seals affixed of oregoing instrument for the pur	othe Poregoing instrument	are the corporate sexis of C	
	corporations by themselve	s as duly authorized offic	CA CA FAS		Later a		
\\(\frac{1}{2}\)	mwitness Whereof. I he		\\\%\\ =\\\(\)		Reberra Las	leigh Mala	
())			1		KERECC' FYSCEAN	SNOKALA, Notary Public	
				oc	CAPERAZ R	iki)1479 Pall1710	8
	86203 Rev. 7-2000 Prin	tad in U.S.A.	A CONTRACTOR OF THE PROPERTY O			ENOKALA, Notary Public	
<u></u>	86203 Hev. 7-2000 Prin	ited in U.S.A.		Ma)

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Soards 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 Equatory Company, Fidelity and Guaranty Insurance Company, and Figelity and Guaranty Insurance Underwriters. The on September 2, 1998, which resolutions are now in full force and attect, 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 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, 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 spritted 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 on the case, subject to the terms and limitations of the Power of Attorney issued them, to execute and deliver an behalf of the Company and to attach the sexual the Company to any and all bonds and upderpakings, and other writings obligatory in the nature thereof and any such instrument executed by such Attorney (s)-in-Fact shall be as binding upon the Company as if signed by an Executive Officer and sealed and are sign 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 gonect 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 Umofficial Copy Umofficial Copy Thomas E. Huibr(sDs). with the light of 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, the above-named individuals and the details of the bond to which the power is attached. arrical color

	Cost Code Description	506J		189		S 1
٥		-			BOND &	18 <u>1</u>
, eg (E)			Car Chi			01
		eer Crossing We	est			
770			Contract Tot	als <<		
\bigcirc	Cost		Unit		heduled	
	Code Description	Quantity			Value	4
	Clearling and Grubbing	4.10		1,07200 \$	4,391	
	Erosion Control	(D) V 1,734 (C) V 4,392	LF \$	2.53 \$	4,387	
	Site Excavation (common)	1 1	CY \$	1.55 \$	6,808	, (39 v
	Rip-rap, Machine placed	12,970	CY \$	1.96 : \$ 9.27 : \$	25,421	
		1		9.27 \$	19- 1,5207	(0)
), B	9269		- (G) (G)	1,120.00 φ	<u> </u> (\$7.49)	→
NW Hilly	6" Aggregate Base Course	3,600	TN \$	9.950 \$	35,820	
, ~(O) v	10" Select Sub-Base	6,000) TN \$	6.750 \$	40,500	
1/100	4" Bituminous Surface Course	80,000	SF \$	0.85 \$	68,000	
\vee	Topsoil spreading	3,500	CY \$	3.00 \$	10,500	
	Revegitation / Hydro Mulch	\mathcal{A} 3	AC \$ 2	2,210,00 \$	6,630	\sim
:	02015 Storm Drain			(M)		(A)
	C) STRCP	<u> </u>	LF \$ 0	7.90 \$	3,186	
	(∑18" RCP (9	LF \$	20.76 \$	• -	~ (S)
۾ ا	24" RCP		LF \$	27.30 \$	-	
	36" RCP		\$	44.00 \$	- 3	(0),
<i>2019</i>	5.3 x 4.0 Arch CMP		\$	89.00 \$	- <u>~</u>	~
	SD Inlet Remove existing culverts	3		,500.00 \$	4500	
1 × × × ×	SUBTOTAL) LF \$	16.00 : \$	211,282	
0100 Hill	30810174			***************************************	<u>√</u>	
	TOTAL SCHEDULE OF VALUES				211,282	
	BOND COST \$ 20% OF CONSTRUCTION	COST		\$ \$	253,538	
	Summit County Inspection Fee = 1.5% OF		ST ~	\$ s	3,169	
	(20)	~ () () () () () () () () () (") \	3,103	60/2

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Old Afficilian Color PERFORMANCE BOND

PRESE

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Ames Construction, Inc. 2000 Ames Drives

St. Paul Fire and Marine

Corporation Ames Construction, Inc., 2000 Ames Drive, Burnsville, Mitthesota 55306 as Principal, and the St. Paul Fire and Marine Posurance 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

Supprit County, Utah

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

SIGNED, sealed, and dated this

Umostilicil 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, THE CONDITION OF THIS OBOX ATION 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 en the and ve work, then this obligation shall be null and void; otherwise to remain in full force and effect.

AMES CONSTRUCTION, INC.

Amond G. Ames, Vice President

ST. PAUL FIRE AND MARINE INSURANCE COMPANY

Bruce N. Telander, Attorney-in-Fact

00608962

) 20	1991		
State of MINA	()) ·	GMENT OF CORPOR	ATION)````
County of HEN) ss. On th	appeared	ay of August Raymond G. Ame worn, did say tha	
of AMES	President ON INC	ffixed to the	foregoing instru	ient is the
and that said authority of i	l Instrument was e ts Board of Direct	no seal sa state, and xecuted in behoors; and that s	aid Raymond G	poration by . Ames
acknowledged corporation	said instrument	to be the fr	ee act and dee	d of said
	NICOLE OLSON DTARY PUBLIC - MINIESOTA HENNEPIN COUNTY Commission Explices In. 31, 2005	Notary Publa My commissio	·	twick
	ACKNOWLEDGME	NT OF CORPORATE	E SURLEUX	
	JESOTA) On th.	is 2900 d	ay of August	20 <u>01</u>
to me personal is the of	Attorney-in- ST. PAUL FIRE AND	Fact VARINE INSURAN	1 💛	
in behalf of , that Gaid	that the seal affile of said corporation by Bruce No. Telland deed of said co.	ion and that s y authority of ander acknows	its Board of Dir	as executed
7/20 \$ 5 0 NO	NICOLE OLSON &	Notaly Publi		- /
	ommission Expires Jan. 31, 2005			
			90608762 8ki)	1429 7601716
Mn.				

POWER OF ATTORNEY Qinited States Fidelity and Guaranty Company Seaboard Surety Company Ridelity and Guaranty Insurance Company St. Paul Fire and Marine Insurance Company St. Paul Guardian Insurance Company Fidelity and Guaranty Insurance Underwriters, Inc. St. Paul Mercuc 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 Countries Insurance Company and St. Paul Mercopy (Insurance Company are corporations duly organized under the laws of the State of Minnesota, and that United State Riverity and Guaranty Company is a corporation duty organized under the laws of the State of Maryland, and that Childenty and Guaranty Insurance Company by a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Cumanty Insurance Underwriters. Inc. is a corporation duly organized under the laws of the State of Wisconsin (hereta collectively culled the "Companies"), and that the Companies do hereby make, constitute and appoint Bruce N. Telander, R.W. Frank, John P. Martinsen, Gary S. Söderberg, R. Scott Egginton, Donald R. Olson, Dennis J. Linder, John E. Tauer, Mary L. Charles, Linda K. French and Nina E. Werstein Minneapolis of the City of . their true and lawful Attorogy (S) in-Fact. each in their separate capacity if more than one is report howe, to sign its name as surety to, and to provide the capacity if more than one is reported hower the same as surety to, and to provide the capacity if more than one is reported hower the capacity if more than one is reported hower to sign its name as surety to, and to provide the capacity if more than one is reported hower than one is contracts and other written instruments in the nature thereof on behalf of the Companies in the parties of guaranteeing the fidelity of persons guaranteeing the the commune of contracts and executing or guaranteeing bonds and undertakings required or pentitled in any actions or proceedings allowed by law. 2000 IN WITNESS WHEREOF, the Company Chave caused this instrument to be signed and scaled this Seaboard Surety Company United States Fidelity and Guaranty Company 1/St. Paul Fire and Marine Insurance Company Fidelity and Guaranty Indurance 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. YNUBREGISE. Assistant Secretary 2000 May before me, the undersigned officer, personally appeared John F. Phinney and day of 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. 2and Mercury Insurance Company, United States Findelity and Guaranty Company. Fidelity and Guaranty Insurance Company, and Fidelity and Guaranty Insurance Underwriters, Inc.; and that the seals affixed to the foregoing instrument are the corporate seals affixed to the foregoing instrument are the corporate seals affixed to the foregoing instrument are the corporate seals affixed to the foregoing instrument are the corporate seals affixed to the foregoing instrument are the corporate seals affixed to the foregoing instrument are the corporate seals affixed to the foregoing instrument are the corporate seals affixed to the foregoing instrument are the corporate seals affixed to the foregoing instrument are the corporate seals affixed to the foregoing instrument are the corporate seals affixed to the foregoing instrument are the corporate seals affixed to the foregoing instrument are the corporate seals affixed to the foregoing instrument are the corporate seals affixed to the foregoing instrument are the corporate seals affixed to the foregoing instrument are the corporate seals affixed to the foregoing instrument are the corporate seals affixed to the foregoing instrument are the corporate seals affixed to the foregoing instrument are the corporate seals affixed to the foregoing instrument are the corporate seals affixed to the foregoing instrument are the corporate seals affixed to the foregoing instrument are the corporate seals affixed to the foregoing instrument are the corporate seals affixed to the foregoing instrument are the corporate seals affixed to the foregoing instrument are the corporate seals affixed to the foregoing instrument are the corporate seals affixed to the foregoing instrument are the corporate seals affixed to the foregoing instrument are the corporate seals affixed to th 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. NOTARY itness Whereof. I hereunto set my hand and official seal. Commission expires the 13th day of Vil \2002 BK01429 PG01717 30608962

086203 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 Marine Insurance Company, St. Paul Guardian Assurance Company, St. Paul Mercury Insurance Company, United States Fidelity and Qualitative Company. (Edenity and Guaranty Insurance Company, and Encelity and Guaranty Insurance Underwriters, (nd. on September 2, 1998, which resolutions are now in full force and effect, reading as follows: RESOLVED, that in connection with the Edelity 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 color 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 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 whitings obligatory in the nature thereof, and subject to any limitations set forth therein, any such Power of Atterney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company, and any such power so executed and legisted 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 xalidly attached; and RESOLVED FURTHER, that Attorney(s) in Fact shall have the power and authority, and in case, subject to the terms and limitations of the Power of RESOLVED FURTHER, that Attorney(s)-may rack shall have the power and authority, and the case, subject to the terms and limitations of the Power of Attorney issued them, to execute and deliver an 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 untested to by the Secretary of the Company. I, Thomas E. Huibregtse, Assistant Seeretary 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 earlify 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 291 2001 Wino Affectal Copy Thomas E. Huibrogge Assistant Secretary Jing of the color To verify the authenticity of this Power of Stiorney, call 1-800-421-3880 and ask for the Power of Attorney clerk. Please refer to the Sower of Attorney number, Jin Efficient Color the above-named individuals and the details of the bond to which the power is attached. Ura Crencial Colory Um Africal Colory

	(C) (S)		3		CO[\$1]			
							BOND G	253 ¹ 2001
		West	Entry Gate				(g)(y)	
Mar	Cost Code	Description	Quantity	Unit Measure	ct Totals Unit Price	1 8	cheduled Value	
i	Landscape Free/Spruce Ground cove	er/perennials/wood chips				\$	62,000 10,000	
.0	Irrigation - di Exterior Ligh SUBTOTAL			00		\$ \$ \$	25,000 8,000 1 05,00 0	
, 11.00 (LEGA)	TOTAL SCHEDULE OF			D. C.		\$	10\$,000	·
Mille		DF CONSTRUCTION COST n.Fee = 1.5% of Construction	Cost		А	\$\(\frac{\$}{\$}\)	1,575	

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Uno Hildell Copy PERFORMANCE BOND

PRESF

Ames Carrier of the September 1997

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Umorralell copy

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 Five Hundred Ninety-Seven Thousand Four Hundred Seventy and /--(597,470.00) DOLLARS for the payment whereof welkand 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

WHEREAS the Principal has agreed to perform:

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

29th

NOW, THEREFORE THE CONDITION OF THIS OBEIGATION 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 oid otherwise to remain in full force and effect.

Vice President

ST. PAUL FIRE AND MARINE INSURANCE COMPANY

August,

Bruce N. Telander, Attorney-in-Fact

00608962

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		in Carlotte	A CHOLL	Comment of the second of the s	
State of	MINNESOTA))ACKNOWLEDGME.	NT OF CORPORATIO		>*
County of	HENNEPIN) :	, who being .	29 th day o peared R by me duly sworn	aymond G. Ames	20 <u>01</u>
of a corpor	Vice Presider AMES CONSTRUCT ation, that the seal of said	CTION, INC.	xed to the fore	going instrume	is the
and that authority	said fastrum	(If no least exectors) of Directors	seal, so state, and structed in behalf and that said	of said corpo Raymond G.	ration by Ames
acknowled corporat:	ion said ins	, CO??	be the free	act and deed	of said
	NICOLE OLSO NOTARY PUBLIC - MINOR HENNEPIN COUNT My Commission Expiras (30)	in s	Notary Public My commission ex	County pires	
		KNOWLEDGMENT	OF CORPORATE SUE	E TOPO TO	. COS 1
State of		On this	29th day o	f August 🌣	2001
	• Atı	, who, being . torney-in-Fac	by me auly sworn	<u> </u>	he ,a
corporat:	ion that the seal of said of said	seal affixed corporation by a	to the foregoing and that said uthority of its er acknowledge	oing instrument was Board of Direc	executed stors and
the Free	act and deed	of Said corpo	ration.		
\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\	NOTARY PUBLIC: HENNEPIN CO	LGON & ATOREMAIN	Notary Public	pires	, <u> </u>
		3 Jan. 31, 2005 \$))608962 8k01/	(29 Pau 1721
NW Str.					

The St Paul

POWER OF ATTORNEY

Seaboard Surety Company
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Lixurance Company
St. Paul Mercury Onsurance Company

United States Fidelity and Guaranty Company Fidelity and Guaranty Insurance Company Widelity and Guaranty Insurance Underweiters, Inc.

Power of Attorney No.,

021794

Certificate No.

01035

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 Ricelity 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 State of Wisconsin (herein collectively called the "Companies").

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

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V @	Minneapolis		Minnesota	()	\mathcal{G}		
of the Cityof	<u> </u>	state		- 6 (N)	, the	eir true and Jawful Atto	ภาสตรุง (ราวาม Fact.
each in their separate capac	city if more than on-	e is named above, to sign its	name as surety to, an	d to execute, scal			
contragis and other written	instruments in the	nature thereof on behalf of	the Companies in the	in biasimess of gu	aranteeing the	: fidelity of persons လို့ဖွဲ့	Marantecing the
performance of contracts at	rd executing or guar	anteeing bonds and undertak	tings required or permit	(tếd xh any action	is or proceedii	ngs allowed by law 📏	~
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	A	rety Company	4			Guaranty Company	
	~ 1	and Marine Insurance Co	- 1			rance Company	_
_<	. () / 1/2	rdian Insurance Company	6) V	Fidelity and (saarank (jins)	grance Underwriters.	, Inc.
95	St. Paul Mer	cury Insurance Company	7	(0 P/OS	n F. Sher	
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State of Maryland		9	, , (0)		, (6)	0
City of Baltimore	7/1/1	>			THOM	IAS E. MUNDRÈGTSE. A	ssistant Secretary
On the 5th		May	2000				
On this	day of	·	Delote the	_	. /	onally appeared John	
— — — — — — — — — — — — — — — — — — —		emselves to be the Vice Pres	_ \ \				
		Insurance Company, St. Pag					
Guaranty Insurance Conspi	ny and Fidelity and	d Guaranty Insurance Under	writers, Inc.: and that the	he seals affixed to	The tole goin	g instrument are the co	inporate seals of

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

My Commission expires the 13th day of 1819, 2002.

corporations by themselves as duly authorized officers.

WOTARY PUBLIC OFFI

REBECCA EASLET ONOKALA. Natury Public

00608962 8k01429 gapty22

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Bards 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 Guarants Company, Fide it and Guaranty Insurance Company, and Fide it and Guaranty Insurance Underwriters, Ind. on September 2, 1998, which resolutions are now in full force and effect, reading as follows: RESOLVED, that in connection with the thelity 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 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 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 tray 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 witnings 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 bigding upon the Company, and any such power so &xecuted and carried 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 valled and (ARESOLVED FURTHER, that Attorney(s)-in fact and have the power and authority, and, water see, subject to the terms and limitations of the Power of Anormey issued them, to execute and deliver on behalf of the Company and to attach the sept of the Company to any and all bonds and undertakings, and other writings obligatory in the nature thereof, and only such instrument executed by such Attorney (3) in-Fact shall be as binding upon the Company's if signed by an Executive Officer and sealed and attested 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 that the above and foregoing is a true and corect 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 Thomas E. Huibregree, Assistant Secretary Unio Halella Colory 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, Umo Africal Color JE CHARLETTE LA COLOR MARCHETTE the above-named individuals and the details of the bond to which the power is attached. ON OFFICE COLON Um Afficilian Copy Bx01429 Pg01723 00608762

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Office Cost			CO15-1	BOND 6081 8/8/01
Cost		Contr Unit Quantity Measure	act Totals	reduled
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9265	6" Aggregate Base Course 10" Select Sup Base 4" Bituminous Surface Course Topsoil spreading Rexegitation / Hydro Mulch	7,800 TN 14,200 TN 185,900 SF 3,439 CY 4.3 AC	\$ 9.950 \$ \$ 6.750 \$ \$ 0.85 \$ \$ 3.00 \$ \$ 2,210 00 \$	70.610 95.850 158.015
0201	18" RCP 18" RCP 24" RCP 36" RCP 5.3 x 4.0 Arch CMP	236 LF 398 LF LF 2F	\$ 0 17.90 \$ 20.76 \$ \$ 27.30 \$ \$ 44.00 \$ \$ 89.00 \$ \$ \$ 1,500.00 \$	9,503 4,224 8,262
BOND	SD Inlet Guard Rail SUBTOTAL SCHEDULE OF VALUES COST 20% OF CONSTRUCTION COST it County Inspection Fee = 1.5% OF CON	517 O LF	\$ 21.50 \$	\$000 (0)1,116 497,892 497,892 597,470 7,468
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			1 90 J	
			0408962 8	KÜ1429 PGÜ1724

Uno Hiller all Colors PERFORMANCE BOND

Ames Construction, Inc., 2000 Ames D.

St. Paul Fire and M. Ames Construction, Inc., 2000 Ames Drive, Burnsville, Mindesota 55306 as Principal, and the St. Paul Fire and Marine Prisurance Company, 385 Waskington 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 Hundred Eighty-One Thousand Two Hundred and no/100 ----(181,200.00) DOLLARS, for the payment whereof well and traily 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

Umorraled Copy

29th

August,

WHEREAS the Principal has agreed to perform:

Promontory, I-80 Ranch Exit (Silver Summit Industrial Park, Summit County, Utah MORTH 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 harmless from any loss, cost or damage by reason of its failure to complete said work, then this obligation shall be null and soid; otherwise to remain in full force and effect.

AMES É NITRUCTION, INC.

Vice Presiden

ST. PAUL FIRE AND MARINE INSURANCE COMPANY

By: //

Bruce N. Telander, Attorney-in-Fact

BKÜ1429 P601725 00608962

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County of		On this 29	Raymond	G. Ames	001
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and that	e seal of sation cor said instrument	rporation, (If no seal, see was executed) i	tate, and strike out and note to be the control of	dove as to corporate id dorporation	
-	v of its Board of lged said instru	-11		ymond G. Ames pd deed of .	said
	NICOLE OLSON NOTARY PUBLIC - MINNESOT HENNEPIN COUNTY My Commission Expires 7an. 31, 20	} My comm	Public nission expires_	County	
SIGN .	The state of the s	05\$	<u></u>		1
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State of	MINNESOTA) HENNEPIN Det	On this 25		gust 2 . Telander	0 <u>01</u>
to me per is the of	rsonally known, when Attorn ST. PAUL F	no, being by me of ney-in-Fact * TRE AND MARINE IN	duly sworn, did		
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the free	act and deed of	waid corporation.		This Et difference (A)	
	MICOLE OLSON NOTARY PUBLIC-MINNESOT HENNEPIN COUNTY LY Commission Expires Jan. 31, 2	> my com	Publicnission expires_	County,	
	Ay Commission Expires Jan. 31, 2		006089	62 8x01429 P 601	€ 726
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The St Paul

POWER OF ATTORNEY

Seaboard Surety Company

St. Paul Fire and Warine Insurance Company

(6)

- St. Paul Guardian Insurance Company
- St. Paul Mercary Insurance Company

Counted States Fidelity and Guaranty Company Fidelity and Guaranty Insurance Company

Fidelity and Guaranty Insurance Underwitters, Inc.

Power of Attorney No.

Certificate No.

KNOW ALL MEN BY THESE PRESENTS: That Seuboard Surery Company is a corporation duly organized under the laws of the State of New York and that St. Paul Pire and Marine Insurance Company. St. Paul Spartan Insurance Company and St. Paul Mercary Insurance Company are corporations duly of sandy and or the law of the State of Minnesota, and that United State Noellity and Guaranty Company is a corporation duly organized under the laws of the State of Manager United State of Minnesota, and that United State Noellity and Guaranty Insurance 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 (hereby collectively called the "Companies"), and that the Companies do Bereby make, constitute and appoint Bereby 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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	Minneapolis		Minnesota		<i></i>	0	
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contracts and other written							aranteeing the
Prince of contracts an	id executing or guarant	seing dougs and made	rakings required or pens	Mise of any action	s or proceedings	miowed by kity.	
IN WITNESS WHEREOF	T the Company	caread this instrument	to be cioned back of	thic 5th	day of	Max	2000
IN WITHESS WILLIAMOI	or the company smare	caused this institution	to be signed the sparen	uns	_ day (i)	A.	- ·
	A Seaboard Suret		. 1		- 11	aranty Company	
<i>(</i>	- 1 11 -	d Marine Insurance	7 7 11		Suaranty Insurai		
	. 7	an Insurance Compa	14 5	Fidelity and G	luaranty Insurai	nce Underwriters, I	nc.
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State of Maryland	44		400			110	Ü
City of Baltimore		•			THOMAS	E HIMREGTSE. Ass	istant Secretary
On this 5th	day of	May	2000 before m	e, the undersigned	d officer, persona	illy appeared John F	. Phinney and
Thomas E. Huibregise, wip	e askhowledged thems	elves to be the Vice P	resident and Assistant Se	ecretary, respective	ely, of Sephoard S	Surety Company, St.	Paul Fire and
Marine Insurance Company							
Guaranty Insurance Compa	ind and Fidelity and G	iaranty Insurance Une	derivriters. Inc.: and that	the seals affixed to	⊁the foregoing in	strument are the corp	porate squis of
said Companies: and hat the			ruted the foregoing instru	iment for the purp	രുട്ട therein cont	ained by signing the	names of the
corporations on themselves	as duly authorized offi	cers.		0,0)		, o	
60,(2))		20,00	TO EARL	(5),95	. 0 .	2),00	<i>}</i>)
(F/1)	(2)		Section (3/1/	Bebecca	to asling on	rkala
Th Witness Whereof. I hen	eunto set my hand and	official seal.	(SE (NOTARY) OF SE (SE)	<i>></i> >	l		
	124 1 525 200	<u> </u>	13/ TIXX(N)				ST BULLET

Commission expires the 13th day

B6203 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 Warine insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, United States Fidelity and Quarties Company, Fide his and Guaranty Insurance Company, and Fide his and Guaranty Insurance Underwriters, Inc. 3h September 2, 1998, which resolutions are now it full force and effect, reading as follows: RESOLVED, that in connection with the additive 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 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 arresting bonds and undertakings and other withings obligatory in the nature thereor, and subject to any limitations set forth therein, any such Power of Automey or certificate bearing such facsimile signature or facsimile seal shall be valid and bridging upon the Company, and any such power so executed 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 it is validly attached; and

RESOLVED FURTHER, that Attorney(s) in Fact shall have the power and authority, and the annual section to the terms and limitations of the Power of Attorney issued them, to execute and deliver an behalf of the Company and to attach the seakon the Company to any and all bonds and undertastings, and other writings obligatory in the nature thereof and any such instrument executed by such Attorne (18)-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.

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. Ö

IN TESTIMONY WHEREOF, I hereunto set my hand this 2001 day of Thomas E. Huibregge)

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, or is. Una Carallelle Color the above-named individuals and the details of the bond to which the power is attached.

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PERFORMANCE BOND

PRESENT

Ames Construction, Inc., 2000 Ames St. Paul Fire and M. 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 55002, 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

Suzanit 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

Umostilicil copy

29th

day of

August,

WHERE So the Principal has agreed to perform:

Promontory, I-80 Ranch Exit & Silver Summit Industrial Park Sommit County, Utah WAPATA(<

NOW, THEREFORE, THE CONDITION OF THIS OBIGGATION 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 and vo en thi 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

Bruce N. Telander, Attorney-in-Fact

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	in behalf that said	of said	corporation Bruce		hority o ackno	f its Bo $wPedged$ :	ard of D said ins:	irectors trument.	and be be
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# The St Raul

## OPOWER OF ATTORNEY

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 Aidelity and Guaranty Insurance Company Bidelity and Guaranty Insurance Underwriters, Inc.

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 Warine Insurance Company, St. Paul Guardan Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, and that United States (Tigelity and Guaranty Company is a corporation of the Virginian and the laws of the State of Minnesota, and that United States (Tigelity and Guaranty Company is a corporation of the Virginian and the laws of the States (Tigelity and Guaranty Company is a corporation of the Virginian and the laws of the States (Tigelity and Guaranty Company is a corporation of the Virginian and the laws of the States (Tigelity and Guaranty Company is a corporation of the Virginian and the Virginian and the Virginian and Tigelity and Guaranty Company is a corporation of the Virginian and Tigelity and Company is a corporation of the Virginian and Tigelity and Company is a corporation of the Virginian and Tigelity and Company is a corporation of the Virginian and Tigelity and Company is a corporation of the Virginian and Tigelity and Company is a corporation of the Virginian and Tigelity and Company is a corporation of the Virginian and Tigelity and Company is a corporation of the Virginian and Tigelity and Company is a corporation of the Virginian and Tigelity and Company is a corporation of the Virginian and Tigelity and Company is a corporation of the Virginian and Tigelity and Company is a corporation of the Virginian and Tigelity and Tigelit 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 Underwriters, Inc. is a corporation duly organized under the laws of the State of Wisconsin (hereby 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. Søderberg, R. Scott Egginton, Donald R. Olson, Dennis J. Linder, John E. Tauer, Mary L. Charles, Linda K. French and Nina E. Werstein

\ C		( CO),	<i>&gt;</i>		3	(C)
of the City of	Minneapolis	State	Minnesota		, their true and lawful Attor	nekuk Qin-Enci
each in their separate capa	city if more than one is	parted above, to sign its na	me as surery to, and to	Oexecuse, seal and acknow	owledge any and all bands; the fidelity of persons, ev	distortakings.
performance of contracts a	nd executing or guarante	sing bonds and undertaking	s required or permitte	of in any actions or proce	edings allowed by law.	manicong me
N WITNESS WHEREO	F. the Companies have c	aused this instrument to be	signed and sauled this	5th day of _	May	. 2000
	Seaboard Surety	Company Marine Insurance Comp	1.1	United States Fidelity a	and Guaranty Company	
. (-	् 🗘 औ. Paul Guardia	n Insurance Company	\ T1		~) ] [ · · · · · · · · · · · · · · · · · ·	Inc.
	) → St. Paul Mercury	Insurance Company	<b>&gt;</b> ·	~ C9/1	lin & then	nece
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State of Maryland City of Baltimore	Din		1)(1)	TI	HOMAS ELHUIBREGTSE. AN	sistant Secretary
On this5th	U(a))* U(	May			personally appeared John	
Marine Insurance Compan	🔊 🖫 Paul Guardian Inst	rance Company, St. Paul	dereury Insurance Con	npany. United States Kid	abound Surety Company. St elity and Guaranty Compar	ny, Fidelity and
said Companies, and that	they, as such, being auth	orized so to do. executed t	ters, Inc.; and that the the foregoing instrume	seals affixed to the topics int for the purposes there	wing instrument are the contained by signing the	rporate season
corporations by themselve	s as duly authorized offic	ters.				3 (Q)))
ENO.			EASIER C	Ell Rev	erca tasleg t	rikala
m Witness Whereof, I he	reunto set my hand and	fficial seal.	OTARY OF SELECTION	`		
My Commission expires the	he 13th day of Val. 2002	Thos	E CITY HO	RE	BECCA EASOS FONOKALA	. Notary Public
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86203 Rev. 7-2000 Prin	( 1 )	, <b>*</b>		•	~ ((L)(O),	
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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 Mercury Insurance Company, United States Fidelity and Quaranty Company, Fiderity and Guaranty Insurance Company, and Fiderity 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 tidelity 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 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 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 engineed or lithographed. The signature of the foregoing officers and the seal of the Company tray 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 arecuted and ceptified by such facsimile signature and facsimile seal shall be valid and binding upon the Configurally with respect to any bond or undertaking to which RESOLVED FURTHER, that Attorney(s)-in East shall have the power and authority, and, in very case, subject to the terms and limitations of the Power of Attorney issued them, to execute and deliver in behalf of the Company and to attach the sear of the Company to any and all bonds and under its indicate the sear of the Company to any and all bonds and under its indicate the search of the Company is such as the company to any and all bonds and under its indicate the search of the company is such as the company to any and all bonds and under its indicate the company is such as the company is such as the company to any and all bonds and under its indicate the company is such as the company is such writings obligatory in the nature thereof and any such instrument executed by such Attorneyes'-in-Fact shall be as binding upon the Company is it 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 spritty that the above and foregoing is a true and sorbert 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 Who Hitelical Copy Thomas E. Huibrest Assistant Secretary and use a power is a with the filled the filled to the fil To verify the authenticity of this Powar of Attorney, call 1-800-421-3880 and ask for the Power of Attorney clerk. Please refer to the Power of Attorney number, the above-named individuals and the details of the bond to which the power is attached. Um Affilalical Colory

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	COLONIA COLONI	piti Canyon	BOND	60\$1 8/8/01
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	Clearing and Grubbing Erosion Control Strip and Stockpile Topsoil Site Excavation (common) Rip-rap, Machine placed o Final Clean-Up	8,566 LF 3 3,917 CY 6 25,976 CY 8	\$ 1,07±00 \$ 15,530 \$ 2.53 \$ 21,672 \$ 1.55 \$ 6,071 \$ 1.96 \$ 50,913 \$ 9.27 \$ 74 \$ 1,120.00 \$ 1,020	
	6" Aggregate Base Course 10" Select Sub Base 4" Bituminous Surface Course Topsoil spreading Revegitation / Hydro Mulch 015 Storm Drain	5,700 TN 5 74,300 SF 5 9,625 CY 5	\$ 9.950 \$ 38,475 \$ 6.750 \$ 38,475 \$ 0.85 \$ 63 \$ 3.00 \$ 28,875 \$ 2,210,00 \$ 26,520	5
	18" RCP  18" RCP  24" RCP  36" RCP  5.3 x 4.0 Arch CMR  SD Inlet  Guard Rails	155 LF S	\$ \( \text{0} \) \( \	
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			<b>603962</b> Bk01429	PG01734
My Gyrr	Allo Film	Alta Ett.		> 

PERFORMANCE BOND

Bend No. <u>SH7378</u>

Ames Construction, Inc., 2000 Ames Drive St. Paul Fire and Marine Corporation 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 inder the laws of the State of Winnesota and duly authorized wiransact Utah as Surety, are held and firmly bound unto business in the state of

Summit County, Utah

as the Obligee, in the sum of Three Hundred Seventeen Thousand Seven Hundred Eighteen --(\$3)(\$,9)8.00) DOLLARS, for the ? payment whereof well and trilly 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

Olus Allejeji Colozi

29th

August,

WHEREAS the Principal has agreed to perform:

Promontory, I-80 Ranch Exit Silver Summit Industrial Park, Simmit County, Utah RANCH COMPOUND

NOW, THEREFORE THE CONDITION OF THIS CONTINUE SUCH, that if the said Principal shall construct, or have constructed, the improvements herein described and shall save 1011. CO (0×1 the Obligee harmless from any loss, cost or damage by reason of its failure to complete said all and work, then this obligation shall be null and void; otherwise to remain in full force and effect.

AMES CONSTRUCTION, INC.

Vice Presid€nt

ST. PAUL FIRE AND MARINE INSURANCE COMPANY

Ву:

Telander, Attorney-in-Fact

BK01429 PG01735 00608962

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Mag	Ulta	CNOWLEDGMENT OF	F CERPORATION		
County of	MINNESOTA )  (SENNEPIN ) beforally known, when	On this fore me appears		August ond G. Ames id say that	20 <u>01</u>
is_the_	Vice President  AMES CONSTRUCTION  tion, that the	N, INC.			is the
and that	seal of satisficor	rporation, (If no seal, was executed)	in behalf of	out above as to corporat	ion by
	of its Board of ged said instru	~	the free act	Raymond G. Ame	
	NICOLE OLSON NOTARY PUBLIC - AIR NESO HENNEPIN COUNTY My Commussion Express Van. 31, 3	The My co	ry Public	County County	
	ACKNO	WLEDCHENT OF C	CORPORATE SURE		
CHILL)	MINNESOTA )	On this	29th day of	August e N. Telander	2001
to me per is the of		no, being by mey-in-Fact	insurance come	id say that	he
corporati corporate in behalf that said	on that the se seal of said co of said corpora Bruce	eal afficied to orporation and tion by authom Mo, Telander	o the foregoing that said in a city of its Board acknowledged s	minstrument trument was exard of Director	is the xecuted and
the free	act and deed of				<del></del>
	NICOLE OLSON	Notal My	Publicommission expir	es	
	HENNEPIN COUNTY AT COMMISSION Expires Jan. 31, 20			8762 Bx01429	Z \ \ \
Die.	Mr.		NO.	all	

## The St Paul POWER OF ATTORNEY Cinited States Fidelity and Guaranty Company Seaboard Surety Company Rightity and Guaranty Insurance Company St. Paul Fire and Marine Insurance Company Fidelity and Guaranty Insurance Underwriters. Inc. St. Paul Guardian Insurance Company St. Paul Mercury Insurance Company Power of Attorney No Certificate No. KNOW ALL MEN BY THESE PRESENTS: That Seuboard Surery Company is a corporation duly organized under the laws of the State of New York, St. Paul Fire and Marine Insurance Company. St. Paul Country Insurance Company and St. Paul Mercing (Insurance Company are corporations duly organized under the laws of the State of Minnesota, and that United State of the State that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Campanies in Underwriters. Inc. is a corporation duly organized under the laws of the State of Wisconsin (herein vollectively culled the "Companies"), and that the Companies do Deleby 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 Cito of O _ . their true and fawful Attor ເວັດ (Oph) - Fact. each in their separate capacity if more than one is promote those to sign its name as surety to, and to execute, seal and acknowledge any and all brook distincts. contribity and other written instruments in the under thereof on behalf of the Companies in their flushiess of guaranteeing the fidelity of persons abundanceing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by Lin 2000 WITNESS WHEREOF, the Company Drive caused this instrument to be signed and senied this Seabuard Surety Company United States Fidelity and Guaranty Company St. Paul Fire and Marine Insurance Comgany Fidelity and Guaranty Insurance Company 🖟t. Paul Guardian Insurance Company 🔿 Fidelity and Guarant Dinstrance Underwriters, Inc. St. Paul Mercury Insurance Company State of Maryland City of Baltimore THOMAS & AUXBREGTSE, Assistant Secretary 2000 May 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 Secretary Company, St. Paul Fire and Marine Insurance Company (5). Paul Guardian Insurance Company. St. Pathyledarry Insurance Company. United States (16) in Vand Guardian Insurance Company. Fidelity and Guaranty Insurance Complete and Fidelity and Guaranty Insurance Linguistiers. Inc.: and that the seals affixed to the Gold instrument are the corporate seals of the control of the corporate seals of the control of the corporate seals of the corporate s said Companies: and that they as such, being authorized so to do executed the foregoing instrument for the purposes therein contained by signing the name corporations by themselves as duly authorized officers NOTARY Witness Whereof. I hereunto set my hand and wickiticial seal. Commission expires the 13th day of 160, 2002.

ම්ද්203 Rev. 7-2000 Printed in U.S.A

This Pawer 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 Guardian Character Company, St. Paul Mercury Insurance Company, United States Fidelity and Guaranty Company, Fidelity and Guaranty Insurance Company, and Fidelity and Guaranty Insurance Underwriters, Inclosing September 2, 1998, which resolutions are now in Yull force and eifest, reading as follows: RESOLVED, that in connection with the the little 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 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 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 gray 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 withings 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 carried 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 yallighty attached; and RESOLVED FURTHER, that Attorney(s)-in Fire Mall have the power and authority, and in any case, subject to the terms and limitations of the Power of Morney issued them, to execute and deliver of Sehaif 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, an Pohy such instrument executed by such Attorney By-in-Fact shall be as binding upon the Computer sir signed by an Executive Officer and sealed and attexted 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 corpect copy of the Power of Attorney executed by said Companies, which is in full force

and effect and has not been revoked.

(ď, IN TESTIMONY WHEREOF, I hereunto set my hand this <29th Thomas E. Huibreg

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 Rober of Attorney number, the above-named individuals and the details of the bond to which the power is attached.

In of the leading of Una Afficilia Colonia Same Carried Colors Who the deline of the color of Una official Color Uno Athelial Color -2 BK01429 PG01738 Olla Statelle Colory 00408962

	Ranch	Compound A	, (C			
Cost	Panah	Compound			BOND 6	051 9701
Cost	Description	Quantity	Contract Unit Measure	Totals Unit Price	Scheduled Value	
9269	Charing and Grubbing Erosion Control Strip and Stockpile Topsoil Site Excavation (common)	11.00 2,300 8,900 87,000 4,200 2,600 6	AC \$ LF \$ CY \$ GY \$ CY \$ AC \$	9.95 \$ 3.00 \$ 2,210.00 \$	5 11,781 5 5,819 6 13,795 6 170,520 7,90 7,800 6 13,260 7,947 7,957 7,907 7,907 7,907 7,907 7,907 7,907 7,907 7,907 7,907 7,907 7,907 7,907 7,907 7,907 7,907 7,907 7,907 7,907 7,907 7,907 7,907 7,907 7,907 7,907 7,907 7,907 7,907 7,907 7,907 7,907 7,907 7,907 7,907 7,907 7,907 7,907 7,907 7,907 7,907 7,907 7,907 7,907 7,907 7,907 7,907 7,907 7,907 7,907 7,907 7,907 7,907 7,907 7,907 7,907 7,907 7,907 7,907 7,907 7,907 7,907 7,907 7,907 7,907 7,907 7,907 7,907 7,907 7,907 7,907 7,907 7,907 7,907 7,907 7,907 7,907 7,907 7,907 7,907 7,907 7,907 7,907 7,907 7,907 7,907 7,907 7,907 7,907 7,907 7,907 7,907 7,907 7,907 7,907 7,907 7,907 7,907 7,907 7,907 7,907 7,907 7,907 7,907 7,907 7,907 7,907 7,907 7,907 7,907 7,907 7,907 7,907 7,907 7,907 7,907 7,907 7,907 7,907 7,907 7,907 7,907 7,907 7,907 7,907 7,907 7,907 7,907 7,907 7,907 7,907 7,907 7,907 7,907 7,907 7,907 7,907 7,907 7,907 7,907 7,907 7,907 7,907 7,907 7,907 7,907 7,907 7,907 7,907 7,907 7,907 7,907 7,907 7,907 7,907 7,907 7,907 7,907 7,907 7,907 7,907 7,907 7,907 7,907 7,907 7,907 7,907 7,907 7,907 7,907 7,907 7,907 7,907 7,907 7,907 7,907 7,907 7,907 7,907 7,907 7,907 7,907 7,907 7,907 7,907 7,907 7,907 7,907 7,907 7,907 7,907 7,907 7,907 7,907 7,907 7,907 7,907 7,907 7,907 7,907 7,907 7,907 7,907 7,907 7,907 7,907 7,907 7,907 7,907 7,907 7,907 7,907 7,907 7,907 7,907 7,907 7,907 7,907 7,907 7,907 7,907 7,907 7,907 7,907 7,907 7,907 7,907 7,907 7,907 7,907 7,907 7,907 7,907 7,907 7,907 7,907 7,907 7,907 7,907 7,907 7,907 7,907 7,907 7,907 7,907 7,907 7,907 7,907 7,907 7,907 7,907 7,907 7,907 7,907 7,907 7,907 7,907 7,907 7,907 7,907 7,907 7,907 7,907 7,907 7,907 7,907 7,907 7,907 7,907 7,907 7,907 7,907 7,907 7,907 7,907 7,907 7,907 7,907 7,907 7,907 7,907 7,907 7,907 7,	
BOND Summi	SCHEDULE OF VALUES  COST > 1/20% OF CONSTRUCTION COST  (Co.\nspection Fee = 1.5% of Construction)	1			264,765 317,718 3,971	
		1971 VII		. 694	NO HI	
				.007		681739
		ST	AN COMMENT	608962	P 8x01429 P	681739
D1000,			) <b>*</b>		M. W.	

PERFORMANCE BOND

Bond No. <u>SH7392</u>

# A. Colonia

KNOW ALL MEN BY THESE PRESENTS, THAT WE,

Ames Construction. Inc., 2000 Ames Design St. Paul Fire and Manifest St. Paul Fire and as Principal, and the Ames Construction, Inc., 2000 Ames Drive, Burnsville, Minnesota 55306 St. Paul Fire and Marine Theurance Company, 385 Washington Street, St. Paul, MN 55 (02, a corporation organized Inder the laws of the State of Minesota and duly authorized is 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 Sixty Six Thousand One Hundred Eighty and no/100--(\$66,780.00) DOLLARS, for the Dayment whereof well and the 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

Olusians of the state of the st

Umortination 2019

August,

WHEREAS the Principal has agreed to perform:

Promontory, I-80 Ranch Exit to Silver Summit Industrial Park, Summit County, Utah BACK É OUNTRY TRAILS

NOW, THEREFORE, THE CONDITION OF THIS OBLICATION 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 In the 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 Minoffilelial Gold

Bruce N. Telander Attorney-in-Fact

**00608962** 

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a Charles			
(377)	ACKNOWLEDGMENT	OF CORRORATION	(All)
110	11/10		1110
State of MINNE		29 th day of A	ngust 20 <u>01</u>
County of HENNE	) ss. On this (PIN ) before me appe		d G. Ames
to me personall	y known, who, pend by		
	President CONSTRUCTDON INC.		
a corporation,		ed to the foregoing	instrument is the
corporate seal	of said corporation,	al, so state, and strike out	above as (to) corporate seal)
and that said	instrument was execut	ted in behalf of s	aid corporation by
authority of it	s Board of Directors;	and that said Repeated and Repeated Repeated Repeated Repeated Repeated Repeated Repeated Repeated Repeated Re	aymodd G. Ames and deed of said A
acknowledged s corporations	aid instrument to b	be the tree acc	
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	MICOLE OLSONO NO	otary Public	County
TON BOOK STORY	-2/19/	y commission expires	
My Co	mmission Expires Jan. 31, 2005	(4)10	
	7/10	1100	
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	ACKNOWLEDGMENT	OF CORPORATE SURETS	
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state of MINN			
state of MINNI	On this	29 th day of	August 2001
County of HENNI	EPIN LObefore me app	eared Bruce	N. Telander I sav that he
to me personal?	ly known, who, being b	y me duly sworn, die	i say thatne
o f	ST. PAUL FIRE AND MAR	INE INSURANCE COMPA	vy , a
corporation	that the seal affixed of said corporation	i to the foregoing	$\Omega$ instrument is the $A\Omega$
corporate seal in behalf of s	of said corporation by au	thority of its Boar	d of Directors; (and V
that said	Bruce N. Telande	<u>r</u> acknowlèdged sa	id instrument to be
the Free act a	nd deed of said corpor	ation.	The second second
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	RENNEPIN COUNTY \$ M	-	4
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	A. J. C.	A TILL CO	CELLO.
	My Commission Expires Jan. 31, 2005	JIM ARILLANDE	762 Bx01429 Ps01741

## The St Pau BOWER OF ATTORNEY Linited States Fidelity and Guaranty Company Seaboard Surety Company St. Paul Fire and Marine Insurance Company ्रिक्रें क्षेत्र and Guaranty Insurance Compan St. Paul Guardian Insurance Company Ridelity and Guaranty Insurance Underwriters. Inc. St. Paul Mercury 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 Warrine Insurance Company. St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organical ander the laws of the State of Minnesota, and that United States Fidelity and Guaranty Company is a corporation Publy organized under the laws of the State of Minnesota, and 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 Underwriters. Inc. is a corporation duly organized under the laws of the State of Wisconsin therefore culted the "Companies", and that the Companies do (Pereby 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 CityOxl(Q . their true and lawful AttornOx(SQ)2-Fact. each in the separate capacity if more than one is named those, to sign its name as surety to, and to except seal and acknowledge any and all bounds to sign its name as surety to. contracts and other written instruments in the nature thereof on behalf of the Companies in then Companies of guaranteeing the fidelity of persons currenteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by Law 2000 IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and septed this Seaboard Surety Company United States Fidelity and Guaranty Company 1st. 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 Insurance Company State of Maryland THOMAS EARNEGTSE. Assistant Secretary City of Baltimore 2000 , before me, the undersigned officer, personally appeared John F. Phinney and On this Thomas E. Huibregtse, who acid by ledged themselves to be the Vice President and Assistant Secretary, respectively, of Seaboard Surety Company, St. Paul Fire and Marine Insurance Company Ga. Raul Guardian Insurance Company, St. Pad Metoury Insurance Company, United States Fleelity and Guaranty Company, Fidelity and Guaranty Insurance Southern and Fidelity and Guaranty Insurance Underweigers, Inc.; and that the seals affixed by the Splegging 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 name corporations by themselves as duly authorized officers. Rebecca Easley NOTARY Miliness Whereof, I hereunto set my hand and privicial seal.

My Commission expires the 13th day of Val (\$2002

RESECCA EASAR CONOKALA, Notary Public

This cower of Attorney is granted under and by the authority of the following resolutions adopted to Boards of Directors of Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Generalian Insurance Company, St. Paul Mercury Ensurance Company, United States Fidelity and Quaranty Company, Excelvity and Guaranty Insurance Company, and Excelvity and Guaranty Insurance Underwriters, Lic. On September 2, 1998, which resolutions are now in full force and effect, reading as follows: RESOLVED, that in connection with the fidelity and surety insurance business of the Gompany, 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 & 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 bridging upon the Company, and any such power so about cuted and pertified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which Ris validly 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 deliged behalf of the Company and to attach the seal of the Company to any and all bonds and supportatings, and other writings obligatory in the nature the text and any such instrument executed by such Attorney (s)-in-Fact shall be as binding upon the Company as if signed by an Executive Officer and sealed and accessed to by the Secretary of the Company. 2009 I. Thomas E. Huibregtse, Assistant Secretary of Seaboard Surety Company, Sa Paul Fire and Marine Insurance Company, \$4, 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 here Details 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.

TESTIMONY WHEREOF, I hereunto set my hand this day of Thomas E. Hujbregise,

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

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Um Africal Colory

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Unto Affiliation

Unto Affiliation

•				3
			BOND COST. 8/20/01	
	Back Cou	untry Trail System		
Dien,	Cost Description	Contract Totals Unit Quantity Measure Unit Price	Scheduled Value	
	Based on bid submitted by Alpine Trails dated 5			$\langle \langle \langle \langle \rangle \rangle \rangle$
	◆ (wide trails	(a) \( \sqrt{45,000} \) LF (c) \( \sqrt{1.00} \)	75 \$ 5,250	3
	Oak & Quakies Area		45 \$ 29,000	•
0.	Sage & Meadow Area	22,000 LF \$ 0.9	95 \$ 20,900	
D.B.,	SUBTOTAL		\$ 55,150	
	TOTAL SCHEDULE OF VALUES		\$ 55,150	
^(O),	BOND COST = 120% OF CONSTRUCTION COST	·	\$ 66,180	
7)17,	Summit Co. Inspection Fee = 1.5% of Construct	ion Cost	\$ 827	
-	-A	~1		. (

Une Hiteld Copy Unofficial Copy

Umorring Color Statistical Colory CHELLETTON COLORY Uniofficial Ceff entification of the second of Tax Identification Numbers: NS-90-A-X; NS-90; SS-80-6-A; SS-79-B; SS-66; SS-55-88-54-A; SS-52; SS-51-C; SS-51-C-1; SS-26; SS-26-C; SS-25, NS-3; SS-23; SS-23-B; SS-23-C; SS-23-Une Affected Coff United Affected Coff