

**DEVELOPMENT IMPROVEMENTS AGREEMENT
FOR
PROMONTORY RANCH CLUB SITE GRADING**

THIS AGREEMENT is made this ^{7th} ~~19~~ ^{January 2002} day of ~~August~~, 2001, by and between **SUMMIT COUNTY**, a political subdivision of the State of Utah (the "County"), and **Pivotal Promontory Development, LLC**, an Arizona limited liability company and **Pivotal Promontory, LLC**, an Arizona limited liability company, together herein referred to as "Developer".

RECITALS

1. Developer is the owner of certain property more particularly described in Exhibit A, situated in the County of Summit, State of Utah, sometimes referred to as Promontory and referred to herein as the "Property."
2. 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.
3. Developer has submitted to the County the site grading plan, more particularly 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.
4. 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:

1. **Developer's Guarantee and Warranty.**

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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in the Site Improvements Plan. Developer hereby warrants all improvements constructed or installed by Developer against defects in materials and workmanship for a period of two full year's normal operation after acceptance by the County Engineer or 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.

2 Water Facilities and Sanitary Sewer Collection Lines.

- (1) At the request of Developer, The Snyderville Basin Sewer Improvement District (the "District") has entered into a Line Extension Agreement to provide for the installation of all sanitary sewer collection lines on and serving the 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.
- (2) 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").
- (3) 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.
- (4) The cost of any sanitary sewer lines shall be borne by Developer pursuant to an agreement between Developer and the District, and Developer has entered into a separate guarantee and warranty to the District for such facilities.
- (5) The Developer has agreed to construct and pay for culinary and fire protection waterlines to serve the site to be graded, and to transfer

maintenance and ownership of said waterlines and other water improvements to Mountain Regional after acceptance and approval of the improvements by Mountain Regional. The cost of all said waterlines and water improvements shall be borne as determined by Developer's Water Service Agreement with Mountain Regional and construction is guaranteed by the Developer pursuant to this Development Improvements Agreement.

3. **Electric, Gas, Telephone and Cable TV Facilities.**

- (1) At the request of the Developer, Utah Power shall engineer and provide for the installation of all electric distribution lines and facilities required for the North Gatehouse and the West Gatehouse, and Developer shall pay for such work in accordance with the established charges of Utah Power.
- (2) At the request of Developer, Questar Gas Company shall engineer and 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.
- (3) 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.
- (4) 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.

4. **Storm Drainage Improvements.**

- (1) The Developer shall install any storm sewer lines, drainage and erosion control facilities described in the Site Improvement Plan.
- (2) Developer anticipates completing the installation of said lines and facilities 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.

5. **Trail Easements.**

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

6. **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.

8. **Road Cuts.**

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

9. **Traffic Control.**

During the construction of any utilities or improvements described herein, Developer shall be responsible for controlling and expediting the movement of vehicular and pedestrian traffic through and around all construction sites and activity.

10. **Maintenance and Repair.**

- (1) Developer agrees that it shall repair or pay for any damage to any existing public improvements damaged during the construction of new improvements. The County shall notify Developer within a reasonable time after discovery of any claim hereunder, and Developer shall have a reasonable period of time within which to repair said damage.
- (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.

11. **Financial Assurances.**

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 prices reflected in the schedule in Exhibit C. The security shall be in the form of either: A) a Letter of Credit drawn upon a state or national bank. Said Letter of Credit shall: (1) be irrevocable, (2) be of a term sufficient to cover the completion and warranty periods according to the values required herein and (3) require only that the County present the issuer with a signed draft and a certificate signed by an authorized representative of the County certifying to the County's right to draw funds under the Letter of Credit; or B) Establishment of an Escrow Account or Completion Bond with the guarantee that all improvements shall be installed within two years of the effective date of the account or bond or the account or bond will be called by the County to complete the improvements. Acceptable escrow agents shall be the Summit County Treasurer's Office, or banks or savings institutions which are federally insured. This two-year deadline may be extended by the County upon showing of sufficient cause, but no additional phase of the development shall be permitted during such an extension. As portions of the improvements are completed in accordance with this Development Improvements Agreement, County regulations, and the approved Site Improvements Plan, the Developer may make application to the County Engineer to reduce the amount of the original letter of credit, cash escrow or completion bond. If the Board of County Commissioners is satisfied that such portion of the improvements has been completed in accordance with County standards, they may cause the amount of the letter of credit, cash escrow or completion bond to be reduced by such amount that they deem appropriate, so that the remaining amount of the letter of credit, cash escrow or completion bond adequately insures the completion of the remaining improvements. Developer may, from time to time, substitute one form of security for another, or substitute sureties or letter of credit issuers, provided the same shall be reasonably acceptable to the County according to the standards set forth above.

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

13. **Default.**

If Developer shall default in the performance of Developer's obligation hereunder and shall fail to cure such default within thirty (30) days after receipt of written notice from the County specifying the nature of such default (or if such default cannot be cured within the aforesaid period of time, if the Developer shall fail to promptly commence to cure the same and to thereafter diligently proceed with such cure), then the County shall be entitled to undertake

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

14. Limitation of Liability.

No recourse shall be had for any obligation of or default by Developer under this Agreement or for any claim with respect to this Agreement against any partner or joint venturer of Developer or purchaser of lots within the Property or any other creditor or lender of Developer under any rule of law (including, without limitation, the rule of law that general partners and joint 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 Agreement by the County, expressly waived and released as a condition of, and in consideration for, the execution and delivery of this Agreement. Nothing contained herein shall constitute a waiver of any obligation of Developer to the County under this Agreement or shall be taken to prevent recourse to or of the enforcement of any rights of the County as against the security posted by the Developer pursuant to this Development Improvements Agreement.

15. Amendment.

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

16. Binding Effect.

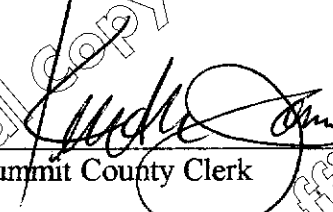
This Agreement and the covenants contained therein shall run with the land and shall be binding upon and shall inure to the benefit of the parties hereto and their successors, heirs and assigns of the property owners; provided that, except as provided in Paragraph 10(b) above, purchasers of residential 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.

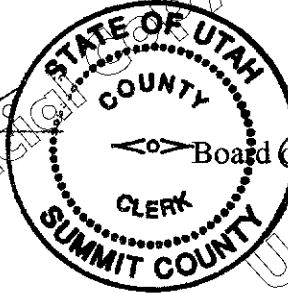
IN WITNESS WHEREOF, the parties have caused this Agreement to be signed the date and first year written above.


APPROVED:

ATTEST:


COUNTY OF SUMMIT, UTAH


Summit County Clerk



By: 
County Commission Chairman

APPROVED AS TO FORM:


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

By: J. Jahm Najafi, Trustee of the Jahm Najafi Trust dated July 30, 1996
Its: Administrative Member

By: 
J. Jahm Najafi
Its: Trustee

Pivotal Promontory, LLC, an Arizona limited liability company

By: Pivotal Group X, LLC, an Arizona limited liability company
Its: Administrative Member

By: J. Jahm Najafi, Trustee of the Jahm Najafi Trust dated July 30, 1996
Its: Administrative Member

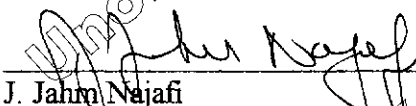
By: 
J. Jahm Najafi
Its: Trustee

EXHIBIT A

1. **DEVELOPMENT AGREEMENT AND EXHIBITS**

C. **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 00°03'26" 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 00°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 found at the North Quarter Corner of said Section 26, thence North 00°02'27" West 2642.55 feet to the Southwest Corner of the Northeast Quarter of Section 23; thence North 89°58'47" West, 1858.84 feet, more or less, 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), thence along said right-of-way line the following ten (10) courses; 1) North 17°11'48" West 60.57' feet; thence, 2) North 88°45'48" East, 52.25 feet; thence, 3) North 17°06'43" West, 719.18 feet; thence, 4) North 19° 47'10" West, 992.62 feet more or less to a point on a non-tangent 950.00 foot radius curve to the left, radius point bears North 07°16'05" West; thence, 5) Easterly, 153.29 feet along the arc of said curve through a central angle of 09°44'43"; thence, 6) North 19° 43'58" West, 298.63 feet; thence, 7) South 70°16'02" West, 153.37 feet; thence, 8) North 20°21'29" West, 444.80 feet; thence 9) South 75°29'27" West, 48.91 feet; and thence, 10) North 20°05'58" West, 344.63 feet; thence leaving said Right of Way line, South 89°36'59" East, 114.14 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 Section 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 1339.30 feet to

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the Northwest Corner of the Southeast Quarter of the Southwest Quarter of Section 14; thence North 00°15'11" East 1333.52 feet to the Northwest Corner of the Northeast Quarter of the Southwest Quarter of Section 14, thence North 60°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°51'19" East 1345.97 feet to the Northeast Corner of the Southeast Quarter of the Northwest Quarter of said Section 14; thence South 89°47'40" East 1332.03 feet to the Southwest Corner of the Northeast Quarter of the Northeast Quarter of said Section 14; thence North 00°17'53" East 1335.93 feet to the Northwest Corner of the Northeast Quarter of the Northeast Quarter of said Section 14; thence North 89°48'16" West 1329.81 feet along the North line 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 00°13'55" West 2642.81 feet to a stone found at the West Quarter 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 2; thence North 00°48'17" East 4816.75 feet to a stone found at the Northwest Corner of Section 2, Township 1 South, Range 4 East, Salt Lake Base and Meridian; thence South 89°36'41" East 567.30 feet to a stone found at the Southwest Corner of Section 35, Township 1 North, Range 4 East, Salt Lake Base and Meridian; thence North 00°47'21" East 5248.25 feet to a fence corner 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°24'17" West along the East Line of said Section, 5268.15 feet to a stone found at the Southeast Corner of said Section 35; thence North 88°48'36" East 2528.81 feet to a rebar found at the North Quarter Corner of Section 1, Township 1 South, Range 4 East, Salt Lake Base and Meridian; thence South 00°07'57" East 2309.38 feet to the Southwest Corner of the Northeast Quarter of said Section 1; thence South 89°25'16" East 2682.59 feet to the East Quarter Corner of said Section 1; thence South 00°05'47" East 2676.60 feet along the East line of Section 1, to the Northeast Corner of Section 12; thence South 00°05'47" 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 5311.76 feet to a stone found at the Southeast Corner of Section 13; 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 Corner of the Southeast Quarter of the Northeast Quarter of said Section 25; thence South 00°00'30" East 1343.62 feet to the Southwest Corner of the Northeast Quarter of the Southeast Quarter of Section 25; thence

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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 2666.73 feet, more or less, to the Point of Beginning.

(Containing 6559.46 Acres, more or less)

Excluding that portion lying within the bounds of 180. (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 Meridian; 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 central angle is 04°43'45"); thence Southerly along the arc of said curve and the Westerly right-of-way line of said Brown's Canyon Road 120.98 feet to the point of beginning

Containing 1.88 Acres Net, more or less.

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PARCEL "C"

Legal description for 100 foot road parcel:

Beginning at a point which is North 00°03'36" East 1321.45 feet along the Westerly line of Section 30, Township 1 South, Range 5 East, thence continuing along said Westerly line of said Section 30, 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 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 Southwesterly 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°43'58" 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 102.14 feet to a point on a 1050 foot 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

Parcel C = 2.65 Acres

Parcel D = 0.48 Acres

Total = 6384.40 Net Acres

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WEST VIEW SOUTH PARCEL

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 107.68 feet; thence North 58°15'19" West 477.43 feet; thence North 64°45'04" West 194.50 feet; thence North 47°41'36" West 177.95 feet; thence North 28°35'15" West 174.84 feet; thence North 01°32'48" West 185.88 feet; thence South 87°33'44" East 129.76 feet; thence North 02°26'16" East 24.66 feet to a point of curvature of a 275.00 foot radius curve to the right, the center of which bears South 87°33'44" East; thence Northeasterly along the arc of said curve 272.41 feet through a central angle of 56°45'21"; thence North 59°11'37" East 151.52 feet to a point of curvature of a 125.00 foot radius curve to the left, the center of which bears North 30°48'23" West; thence Northerly along the arc of said curve 287.35 feet through a central angle of 131°42'35"; thence North 17°29'02" East 50.00 feet to a non-tangent point of curvature of a 175.00 foot radius curve to the right, the center of which bears South 17°29'02" West; thence Southeasterly along the arc of said curve 189.38 feet through a central angle of 62°00'08"; thence North 79°29'10" East 154.13 feet; thence South 20°35'11" East 110.61 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 531.47 feet through a central angle of 58°00'05"; thence South 35°41'14" East 114.08 feet to the point of beginning.

Containing 25.29 acres more or less.

WEST VIEW NORTH PARCEL

Beginning at a point which is North 00°12'10" East along the Section Line 3226.47 feet and West 638.91 feet from the Southeast Corner of Section 14, Township 1 South, Range 4 East, Salt Lake Base and Meridian (Basis of Bearing 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 feet; thence North 07°09'52" East 222.45 feet; thence North 01°01'02" 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°13'31" 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 of a 25.00 foot radius curve to the right, the center of which bears South 12°57'46" East; thence Southeasterly along the arc of said curve 38.65 feet through a central angle of 88°34'38" to a point of reverse curvature of a 1225.00 foot radius curve to the left, the center of which bears North 75°36'52" East; thence Southeasterly along the arc of said 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 curvature of a 475.00 foot radius curve to the right, the center of which bears South 55°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"

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, the center of which bears South 80°00'17" West; thence Southerly along the arc of said curve 125.23 feet through a central angle of 19°08'03" to the point of beginning.

Containing 18.52 acres more or less.

WEST HILLS WEST PARCEL

Beginning at a point which is North 89°48'16" West along the Section Line 1817.01 feet from the Southeast Corner of Section 11, Township 1 South, Range 4 East, Salt Lake Base and Meridian (Basis of Bearing being North 89°48'16" West 2659.63 feet between said Southeast Corner and the South Quarter Corner of said Section 11; and running thence North 89°48'16" West along said Section Line 229.90 feet; thence North 58°25'29" West 201.65 feet; thence North 20°27'16" West 331.98 feet; thence North 50°28'23" West 192.10 feet; thence North 27°05'24" West 135.16 feet; thence North 06°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 471.78 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 387.50 feet; thence North 00°21'13" West 214.93 feet; thence North 83°52'53" West 345.57 feet; thence North 07°02'25" West 450.99 feet; thence North 27°17'13" East 925.46 feet; thence South 57°37'23" East 796.34 feet to a non-tangent point of curvature of a 275.00 foot radius curve to the right, the center of which bears South 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 50°36'16" East 676.47 feet; thence South 59°13'10" East 424.42 feet; thence South 57°36'30" West 638.18 feet to a non-tangent point of curvature of a 395.00 foot radius curve to the right, the center of which bears South 44°53'55" 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°18'30"; thence South 57°36'30" West 139.38 feet; thence South 89°29'17" West 312.04 feet; thence South 55°47'27" 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 176.59 feet; thence South 06°32'26" West 207.53 feet; thence South 29°27'49" East 197.75 feet; thence South 60°17'44" East 239.13 feet; thence South 04°56'15" East 77.29 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°10'30" East 200.84 feet; thence South 50°49'30" West 50.00 feet; thence North 39°10'30" West 200.84 feet to a point of curvature of a 150.00 foot radius curve to the left, the center of which bears South 50°49'30" West; thence Westerly along the arc of said curve 145.99 feet through a central angle of 55°45'45" to a 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 134.03 feet to the point of beginning.

Containing 98.17 acres more or less.

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WEST HILLS EAST PARCEL

Beginning at a point which is North 89°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

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°57'46" 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 non-tangent 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 curve 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°46'31" 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 27°15'52" West 190.58 feet; thence North 11°10'20" West 201.91 feet; thence North 02°08'09" East 180.89 feet; thence North 28°40'34" West 180.22 feet; thence North 14°32'12" West 147.72 feet; thence North 65°02'02" East 464.14 feet; thence South 81°38'51" East 185.46 feet; thence South 28°07'07" East 130.68 feet; thence South 17°33'34" West 300.52 feet; thence South 79°10'01" West 160.56 feet; thence South 10°49'59" East 77.53 feet to a point of curvature of a 525.00 foot radius curve to the right, the center of which bears South 79°10'01" West; thence Southerly along the arc of said curve 167.62 feet through a central angle of 18°17'35" to a point of reverse curvature of a 150.00 foot radius curve to the left, the center of which bears South 82°32'24" East; thence Southeasterly along the arc of said curve 193.49 feet through a central angle of 73°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 curve 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°37'39" 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"; 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 27°00'30" 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

arc of said curve 288.04 feet through a central angle of $14^{\circ}02'44''$; thence South $12^{\circ}57'46''$ East 491.14 feet to the point of beginning.

Containing 33.66 acres more or less.

WEST HILLS SOUTH PARCEL

Beginning at a point which is North $89^{\circ}48'16''$ West along the Section Line 484.06 feet from the Southeast Corner of Section 11, Township 1 South, Range 4 East, Salt Lake Base and Meridian (Basis of Bearing being North $89^{\circ}48'16''$ West 2659.63 feet between said Southeast Corner and the South Quarter Corner of said Section 11); and running thence South $13^{\circ}22'40''$ East 442.14 feet; thence South $71^{\circ}12'17''$ West 251.30 feet to a non-tangent point of curvature of a 1175.00 foot radius curve to the right, the center of which bears North $63^{\circ}19'58''$ East; thence Northwesterly along the arc of said curve 281.05 feet through a central angle of $13^{\circ}42'16''$; thence North $12^{\circ}57'46''$ West 341.42 feet; thence North $77^{\circ}02'14''$ East 279.15 feet; thence South $13^{\circ}22'40''$ East 152.13 feet to the point of beginning.

Containing 3.86 acres more or less.

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 (Basis of Bearing being North 89°11'05" West 5232.98 feet between said Southeast Corner and the Southwest Corner of said Section 12), and running thence North 52°44'47" East 367.67 feet; thence North 24°23'13" 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 20°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-tangent 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 17°53'22" East 147.83 feet to a non-tangent point of curvature of a 525.00 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°22'36" East 142.99 feet to a point of curvature of a 575.00 foot radius curve to the right, the center of which bears South 49°37'24" West; thence Southeasterly along the arc of said curve 433.44 feet through a central angle of 43°11'24"; thence South 02°48'48" West 198.69 feet to a non-tangent point of curvature of a 25.00 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 147.04 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 54°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 51°40'03" East; thence Southwesterly along the arc 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 388.27 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°17'46" East 379.48 feet; thence North 60°20'09" East 371.36 feet; thence South 21°17'48" East 276.06 feet; thence South 68°42'12" West 798.07 feet to a non-tangent point of curvature of a 25.00 foot radius curve to the left, the center of which bears North 21°17'48" West; thence Northeasterly along the arc of said curve 39.27 feet through a central angle of 90°00'00"; thence North 21°17'48" West 128.44 feet; thence South 68°42'12" West 179.94 feet; thence North 65°47'21" West 569.61 feet to the point of beginning.

Containing 39.54 acres more or less.

DEER CROSSING EAST PARCEL

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 North 89°11'05" West 5232.98 feet between said Southeast Corner and the Southwest Corner of said Section 12) said point also being a non-tangent point of curvature of a 225.00 foot radius curve to the left, the center of which bears South 15°25'06" West; and running thence Westerly along the arc of said curve 95.54 feet through a central angle of 24°19'45"; thence South 81°05'21" West 125.23 feet to a point of curvature of a 425.00 foot radius curve to the right, the center of which bears North 08°54'39" West; thence Westerly along the arc of said curve 113.24 feet through a central angle of 15°15'57" to a non-tangent point of curvature of a 25.00 foot radius curve to the left, the center of which bears North 06°21'18" East; thence Northeasterly along the arc of said curve 42.40 feet through a central angle of 97°10'51"; thence North 00°49'33" West 100.41 feet to a point of curvature of a 275.00 foot radius curve to the right, the center of which bears North 89°10'27" East; thence Northwesterly along the arc of said curve 101.03 feet through a central angle of 21°02'58"; thence North 20°13'26" East 111.92 feet to a point of curvature of a 475.00 foot radius curve to the left, the center of which bears North 69°46'34" West; thence Northeasterly along the arc of said curve 135.32 feet through a central angle of 16°19'23"; thence North 03°54'03" East 106.52 feet; thence North 86°05'57" West 121.93 feet; 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 84°15'04"; thence North 15°32'52" West 482.23 feet to a point of curvature of a 275.00 foot radius curve to the left, the center of which bears South 74°27'08" West; thence Northwesterly along the arc of said curve 179.13 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 55°41'11"; thence North 02°48'48" East 426.33 feet to a point of curvature of a 625.00 foot radius curve to the left, the center of which bears North 87°11'12" West; thence Northwesterly along the arc of said curve 294.23 feet through a central angle of 26°58'22" 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 20°44'59" 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 feet through a central angle of 90°11'30"; thence North 02°23'38" West 162.85 feet; thence South 87°59'00" West 85.57 feet; thence North 35°37'13" West 840.40 feet; thence North 70°38'09" East 954.73 feet; thence North 87°04'51" 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°28'16" East 326.37 feet; thence South 59°09'12" East 280.33 feet; thence South 00°12'41" East 360.21 feet; thence South 21°07'47" West 508.50 feet; thence South

32°05'52" East 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°48'09" East 340.45 feet; thence South 11°46'54" West 388.60 feet; thence South 30°20'24" West 501.35 feet; thence South 74°35'30" West 237.13 feet; thence South 22°54'32" West 291.81 feet; thence South 63°33'02" West 406.19 feet; thence South 71°17'10" West 194.38 feet; thence South 58°09'36" West 212.13 feet; thence South 63°55'13" West 616.28 feet; thence South 82°59'07" West 98.40 feet; thence South 15°25'06" West 211.60 feet to the point of beginning.

Containing 160.89 acres more or less.

WAPITI CANYON, PHASE I

Beginning at a point which is South $01^{\circ}28'53''$ East along the Section Line 2403.23 feet and East 462.53 feet from the Northwest Closing Corner of Section 1, Township 1 South, Range 4 East, Salt Lake Base and Meridian (Basis of Bearing being North $89^{\circ}42'38''$ 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 $82^{\circ}20'56''$ 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 $07^{\circ}39'04''$ East; thence Easterly along the arc of said curve 727.54 feet through a central angle of $72^{\circ}29'45''$; thence South $25^{\circ}09'19''$ East 210.56 feet to a point of curvature of 850.00 foot radius curve to the left, the center of which bears North $64^{\circ}50'41''$ East; thence Southeasterly along the arc of said curve 582.60 feet through a central angle of $39^{\circ}16'17''$; thence South $64^{\circ}25'36''$ 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 $25^{\circ}34'24''$ West; thence Southeasterly along the arc of said curve 447.54 feet through a central angle of $60^{\circ}20'02''$; thence South $04^{\circ}05'34''$ East 248.72 feet to a point of curvature of a 725.00 foot radius curve to the left, the center of which bears North $85^{\circ}54'26''$ East; thence Southeasterly along the arc of said curve 578.35 feet through a central angle of $45^{\circ}42'21''$; thence South $40^{\circ}12'05''$ West 207.19 feet; thence South $34^{\circ}12'30''$ East 41.53 feet; thence South $39^{\circ}34'01''$ East 166.54 feet to a non-tangent point of curvature of a 275.00 foot radius curve to the left, the center of which bears North $32^{\circ}23'14''$ West; thence Northeasterly along the arc of said curve 159.80 feet through a central angle of $33^{\circ}17'35''$; thence North $24^{\circ}19'11''$ 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 $65^{\circ}40'49''$ West; thence Northwesterly along the arc of said curve 37.60 feet through a central angle of $86^{\circ}10'39''$ to a non-tangent point of curvature of a 725.00 foot radius curve to the left, the center of which bears North $28^{\circ}08'32''$ East; thence Southeasterly along the arc of said curve 96.74 feet through a central angle of $07^{\circ}38'43''$ to a non-tangent point of curvature of a 25.00 foot radius curve to the left, the center of which bears South $20^{\circ}29'49''$ West; thence Southwesterly along the arc of said curve 37.60 feet through a central angle of $86^{\circ}10'38''$; thence South $24^{\circ}19'11''$ West 92.30 feet to a point of curvature of a 325.00 foot radius curve to the right, the center of which bears North $65^{\circ}40'49''$ West; thence Southwesterly along the arc of said curve 244.66 feet through a central angle of $43^{\circ}07'59''$ to a point of reverse curvature of a 275.00 foot radius curve to the left, the center of which bears South $22^{\circ}32'50''$ East; thence Southwesterly along the arc of said curve 212.27 feet through a central angle of $44^{\circ}13'35''$ to a point of compound curvature of a 974.90 foot radius curve to the left, the center of which bears South $66^{\circ}46'25''$ East; thence Southwesterly along the arc of said curve 126.78 feet through a central angle of $07^{\circ}27'04''$; thence North $67^{\circ}19'42''$ West 349.08 feet; thence North $29^{\circ}37'07''$ West 296.06 feet; thence North $40^{\circ}33'37''$ West 206.51 feet; thence North $32^{\circ}22'22''$ West 115.99 feet; thence North $18^{\circ}52'49''$ East 202.81 feet; thence North $02^{\circ}18'37''$ East 158.29 feet; thence North $07^{\circ}27'44''$ East 93.88 feet; thence North $15^{\circ}06'43''$ East 244.08 feet; thence North $63^{\circ}15'39''$ West 386.20 feet to a non-tangent point of curvature of a 240.00 foot radius curve to the right, the center of which bears North $65^{\circ}08'23''$ West; thence Southwesterly along the arc of said curve 98.02 feet through a central angle of $23^{\circ}23'58''$; thence South $41^{\circ}44'25''$ East 149.93 feet; thence South $11^{\circ}56'33''$ East 130.46 feet; thence South $24^{\circ}18'04''$ West 190.45 feet; thence

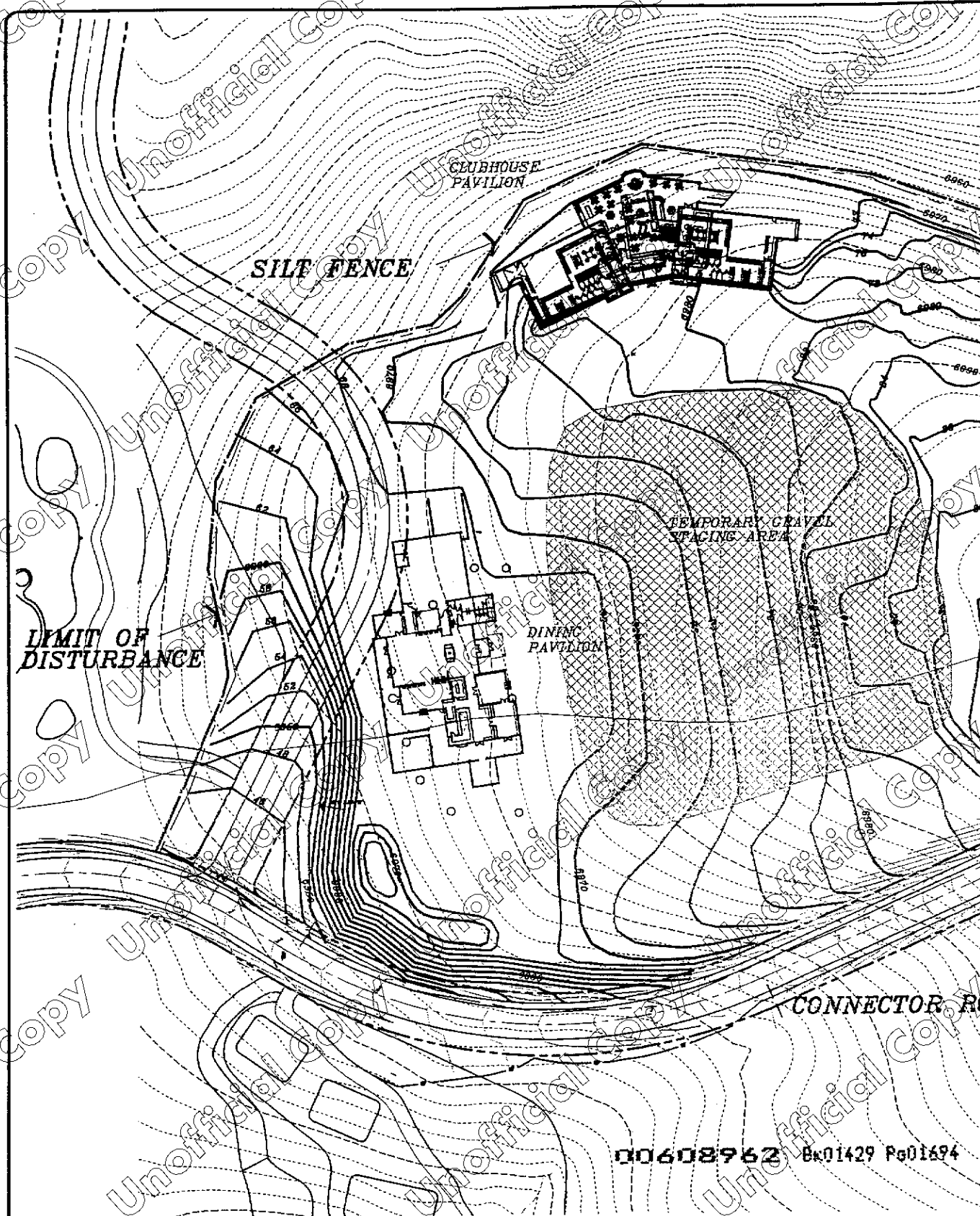
North 84°25'47" West 91.46 feet; thence South 72°23'33" West 48.06 feet; thence South 03°09'24" West 120.43 feet; thence North 88°18'24" West 255.13 feet; thence North 64°06'56" West 466.00 feet; thence North 16°19'17" East 688.06 feet; thence North 18°22'28" East 211.09 feet; thence South 45°25'01" East 374.21 feet; thence South 42°25'51" East 123.14 feet; thence South 15°40'56" East 190.00 feet to a non-tangent point of curvature of a 190.00 foot radius curve to the left, the center of which bears North 15°40'56" West; thence Northeasterly along the arc of said curve 164.01 feet through a central angle of 49°27'27" thence North 24°51'37" East 97.13 feet; thence North 65°08'23" West 59.28 feet; thence North 34°46'40" West 729.35 feet; thence North 17°56'01" East 51.95 feet; thence North 73°24'15" West 363.23 feet; thence North 78°31'24" West 160.84 feet; thence North 00°15'41" East 326.93 feet to the point of beginning.

Containing 51.29 acres more or less.

Clubhouse Grading Location

Located in the North Half of the Southwest Quarter of Section 12, Township 1 South,
Range 4 East, SLB&M.

EXHIBIT B

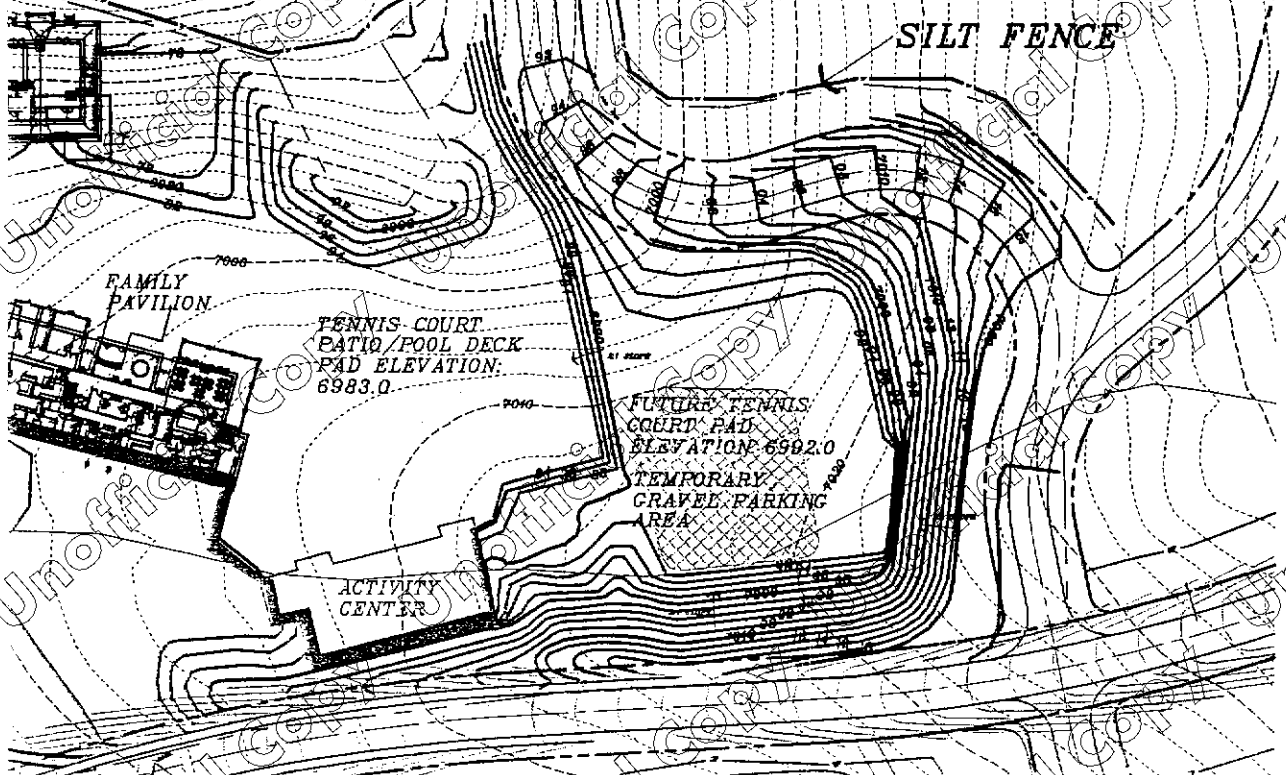


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GRADING OF CONNECTOR ROAD IS BEING REVIEWED AS PART OF CONNECTOR CD PACKAGE.

AT COMPLETION OF SITE GRADING, SITE WILL BE COVERED WITH TOPSOIL AND RESEEDED (WITH THE SEEDS OF THE TEMPORARY GRAVEL PARKING AND STAGING AREAS SHOWN) IN ACCORDANCE WITH RESEEDING DETAIL.

LIMIT OF DISTURBANCE
KIDS CABIN



FAMILY PAVILION
TENNIS COURT
PATIO/POOL DECK
PAD ELEVATION:
6983.0

FUTURE TENNIS
COURT PAD
ELEVATION: 6992.0

TEMPORARY
GRAVEL PARKING
AREA

ACTIVITY
CENTER

SILT FENCE

LIMIT OF DISTURBANCE

DRIVING RANGE

00608962 BMD1429 PGD1695

EPTION
EA AS
HEET FOUR.

NORTH



SCALE: 1"=50'



THE JACK JOHNSON COMPANY
1777 Sun Peak Drive • Park City, Utah 84098
(435) 845-8000 • Fax (435) 845-1820

DATE	BY	REVISIONS	COMMENTS

DESIGNED BY:
PGC

DRAWN BY:
PGC

REVIEWED BY:
PGC

DATE:
08/21/01

PROMONTORY THE RANCH CLUB
ROUGH GRADING PLAN
SUMMIT COUNTY, UTAH

JOB NO. 465
DWG NO. LOWIMPACT
FOR PIVOTAL

THREE

EXHIBIT C

Ranch Compound Area					
Cost Code	Description	Contract Totals			
		Quantity	Unit Measure	Unit Price	
Scheduled Value					
BASE BID AMES CONSTRUCTION, INC., April 5, 2001					
	Clearing and Grubbing	11.00	AC	\$ 1,071.00	\$ 11,781
	Erosion Control	2,300	LF	\$ 2.53	\$ 5,819
	Strip and Stockpile Topsoil	8,900	CY	\$ 1.55	\$ 13,795
	Site Excavation (common)	87,000	CY	\$ 1.96	\$ 170,520
9269	6" Aggregate Base Course	4,200	CFN	\$ 9.95	\$ 41,790
	Topsoil spreading	2,600	CY	\$ 3.00	\$ 7,800
	Revegetation / Hydro Mulch	6	AC	\$ 2,210.00	\$ 13,260
	SUBTOTAL				\$ 264,765
TOTAL SCHEDULE OF VALUES					
					\$ 264,765
BOND COST = 120% OF CONSTRUCTION COST					
					\$ 317,718
Summit Co. Inspection Fee = 1.5% of Construction Cost					
					\$ 3,971



May 24, 2001

HAND DELIVERED

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

BID FOR INSTALLATION OF TRAIL

AREA

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 impactful possible alignments.

BID AMOUNT

Meadow and Sage Areas:	\$.95 per linear foot
Areas of Oak Brush and Quakes:	\$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.

BOND COST
8/29/01

Back Country Trail System				
Cost Code	Description	Contract Totals		
		Quantity	Unit Measure	Scheduled Value
Based on bid submitted by Alpine Trails dated 5/24/01				
	4' wide trails	45,000	LF	
	Rock Area	3,000	LF	\$ 5,250
	Oak & Quakies Area	20,000	LF	\$ 29,000
	Sage & Meadow Area	22,000	LF	\$ 20,900
	SUBTOTAL			\$ 55,150
TOTAL SCHEDULE OF VALUES				\$ 55,150
BOND COST = 120% OF CONSTRUCTION COST				\$ 66,180
Summit Co. Inspection Fee = 1.5% of Construction Cost				\$ 827

00608962 Bk01429 Pg01699

Deer Crossing East				
Cost Code	Description	Contract Totals		
		Quantity	Unit Measure	Scheduled Value
	Cleaning and Grubbing	12.80	AC	\$ 1,071.00 \$ 13,709
	Erosion Control	8,670	LF	\$ 2.53 \$ 21,935
	Strip and Stockpile Topsoil	6,422	CY	\$ 1.55 \$ 9,954
	Site Excavation (common)	26,967	CY	\$ 1.96 \$ 52,855
	Rip-rap, Machine placed	8	TN	\$ 9.27 \$ 74
	Final Clean-Up	1	LS	\$ 1,120.00 \$ 1,120
9269				
	6" Aggregate Base Course	8,600	TN	\$ 9.950 \$ 85,570
	10" Select Sub-Base	15,500	TN	\$ 6.750 \$ 104,625
	4" Bituminous Surface Course	201,970	SF	\$ 0.85 \$ 171,675
	Topsoil spreading	6,524	CY	\$ 3.00 \$ 19,572
	Revegetation / Hydro Mulch	8	AC	\$ 2,210.00 \$ 17,680
02015	Storm Drain			
	18" RCP	476	LF	\$ 20.76 \$ 9,882
	24" RCP		LF	\$ 27.30 \$ -
	SD Inlet	8	EA	\$ 1,500.00 \$ 12,000
	Cleanout Box Vert Feet		VF	\$ -
	Walls			
	Stacked Rock Wall - Install	8,300	SF	\$ 4.50 \$ 37,350
	Stacked Rock wall - Material	3,000	TN	\$ 16.00 \$ 48,000
	Structural Retaining Wall	1,600	SF	\$ 16.00 \$ 25,600
	Guard Rail	405	LF	\$ 21.50 \$ 8,708
	SUBTOTAL			\$ 640,308
TOTAL SCHEDULE OF VALUES				\$ 640,308
BOND COST = 120% OF CONSTRUCTION COST				\$ 768,370
Summit County Inspection Fee = 1.5% OF CONSTRUCTION COST				\$ 11,526

PERFORMANCE BOND

Bond No. SH7396

KNOW ALL MEN BY THESE PRESENTS, THAT WE,

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 Seven Hundred Sixty-Eight Thousand Three Hundred Seventy and no/100 ----- (768,370.00) 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 29th day of August, 2001.

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 work, then this obligation shall be null and void; otherwise to remain in full force and effect.

AMES CONSTRUCTION, INC.

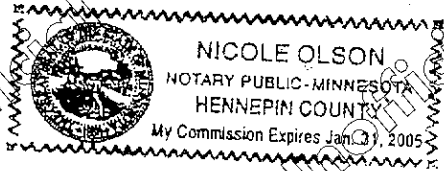
By: Raymond G. Ames
Raymond G. Ames, Vice President

ST. PAUL FIRE AND MARINE INSURANCE COMPANY

By: Bruce N. Telander
Bruce N. Telander, Attorney-in-Fact

ACKNOWLEDGMENT OF CORPORATION

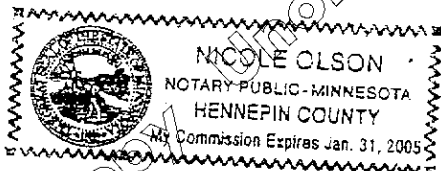
State of MINNESOTA)
) ss. On this 29th day of August 2001
County of HENNEPIN) before me appeared Raymond G. Ames
to me personally known, who being by me duly sworn, did say that he
is the Vice President
of AMES CONSTRUCTION, INC.
a corporation, that the seal affixed to the foregoing instrument is the
corporate seal of said corporation,
(If no seal, so state, and strike out above as to corporate seal)
and that said instrument was executed in behalf of said corporation by
authority of its Board of Directors, and that said Raymond G. Ames
acknowledged said instrument to be the free act and deed of said
corporation.



Notary Public _____ County, _____
My commission expires _____

ACKNOWLEDGMENT OF CORPORATE SURETY

State of MINNESOTA)
) ss. On this 29th day of August 2001
County of HENNEPIN) before me appeared Bruce N. Telander
to me personally known, who, being by me duly sworn, did say that he
is the Attorney-in-Fact
of ST. PAUL FIRE AND MARINE INSURANCE COMPANY, a
corporation, that the seal affixed to the foregoing instrument is the
corporate seal of said corporation and that said instrument was executed
in behalf of said corporation by authority of its Board of Directors, and
that said Bruce N. Telander acknowledged said instrument to be
the free act and deed of said corporation.



Notary Public _____ County, _____
My commission expires _____

The **St Paul**

POWER 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
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.

Power of Attorney No. 21794

Certificate No. 901037

KNOW ALL MEN BY THESE PRESENTS: That Seaboard Surety Company is a corporation duly organized under the laws of the State of New York, and that St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, and that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, 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 (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. Soderberg, R. Scott Egginton, Donald R. Olson, Dennis J. Linder, John E. Tauer, Mary L. Charles, Linda K. French and Nina E. Werstein

Mimeapolis

Minnesota

of the City of _____ State _____, their true and lawful Attorneys-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety to, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and sealed this 5th day of May, 2000.

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
Fidelity and Guaranty Insurance Underwriters, Inc.



State of Maryland
City of Baltimore

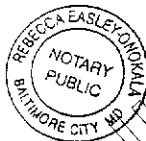
John F. Phinney
Thomas E. Huibregtse

THOMAS E. HUIBREGTSE, 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 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.; and that the seals affixed to the foregoing instrument are the corporate seals of said Companies; and that they, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the names of the corporations by themselves as duly authorized officers.

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

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



Rebecca Easley-Onokala

REBECCA EASLEY-ONOKALA, Notary Public

00608962 8k01429 P601703

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, United States Fidelity and Guaranty Company, Fidelity and Guaranty Insurance Company, and Fidelity 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 fidelity and surety insurance business of the Company, all bonds, undertakings, contracts and other instruments relating to said business may be signed, executed, and acknowledged by persons or entities appointed as Attorney(s)-in-Fact pursuant to a Power of Attorney issued in accordance with these resolutions. Said Power(s) of Attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman, or the President, or any Vice President, or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the foregoing officers and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Attorney(s)-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and subject to any limitations set forth therein, any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company, and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is validly attached; and

RESOLVED FURTHER, that Attorney(s)-in-Fact shall have the power and authority, and in any case, subject to the terms and limitations of the Power of Attorney issued them, to execute and deliver on behalf of the Company and to attach the seal of the Company to any and all bonds and undertakings, and other writings obligatory in the nature thereof, and any such instrument executed by such 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 correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

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



Thomas E. Huibregtse

Thomas E. Huibregtse, Assistant Secretary

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

PERFORMANCE BOND

Bond No. SH7395

KNOW ALL MEN BY THESE PRESENTS, THAT WE

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 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, jointly and severally, firmly by these presents.

SIGNED, sealed, and dated this 29th day of August, 2001

WHEREAS the Principal has agreed to perform:

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

WEST VIEW

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 void; otherwise to remain in full force and effect.

AMES CONSTRUCTION, INC.

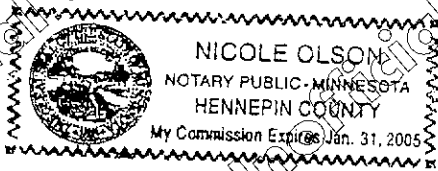
By: Raymond G. Ames
Raymond G. Ames, Vice President

ST. PAUL FIRE AND MARINE INSURANCE COMPANY

By: Bruce N. Telander
Bruce N. Telander, Attorney-in-Fact

ACKNOWLEDGMENT OF CORPORATION

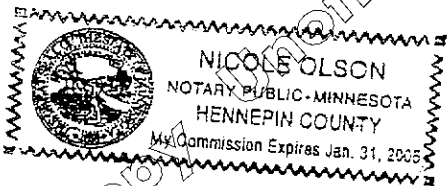
State of MINNESOTA)
) ss. On this 29th day of August 2001
County of HENNEPIN) before me appeared Raymond G. Ames
to me personally known, who, being by me duly sworn, did say that he
is the Vice President
of AMES CONSTRUCTION, INC.
a corporation, that the seal affixed to the foregoing instrument is the
corporate seal of said corporation,
(If no seal, so state, and strike out above as to corporate seal)
and that said instrument was executed in behalf of said corporation by
authority of its Board of Directors; and that said Raymond G. Ames
acknowledged said instrument to be the free act and deed of said
corporation.



Nicole Olson
Notary Public _____ County, _____
My commission expires _____

ACKNOWLEDGMENT OF CORPORATE SURETY

State of MINNESOTA)
) ss. On this 29th day of August 2001
County of HENNEPIN) before me appeared Bruce N. Telander
to me personally known, who, being by me duly sworn, did say that he
is the Attorney-in-Fact
of ST. PAUL FIRE AND MARINE INSURANCE COMPANY, a
corporation that the seal affixed to the foregoing instrument is the
corporate seal of said corporation and that said instrument was executed
in behalf of said corporation by authority of its Board of Directors; and
that said Bruce N. Telander acknowledged said instrument to be
the free act and deed of said corporation.



Nicole Olson
Notary Public _____ County, _____
My commission expires _____

The **St Paul**

POWER 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
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.

Power of Attorney No. 21794

Certificate No. 901036

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

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

Minneapolis

Minnesota

of the City of _____ State _____, their true and lawful Attorney-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety to, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the name thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and sealed this 5th day of May 2000

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
Fidelity and Guaranty Insurance Underwriters, Inc.



State of Maryland
City of Baltimore

John F. Phinney
Thomas E. Huijbregtse

THOMAS E. HUIJBREGTSE, Assistant Secretary

On this 5th day of May 2000, before me, the undersigned officer, personally appeared John F. Phinney and Thomas E. Huijbregtse, who acknowledged themselves to be the Vice President and Assistant Secretary, respectively, 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.; and that the seals affixed to the foregoing instrument are the corporate seals of said Companies; and that they, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the names of the corporations by themselves as duly authorized officers.

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

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



Rebecca Eastley Nokala

REBECCA EASTLEY NOKALA, Notary Public

00608962 Bk01429 Pg01707

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, United States Fidelity and Guaranty Company, Fidelity and Guaranty Insurance Company, and Fidelity 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 fidelity and surety insurance business of the Company, all bonds, undertakings, contracts and other instruments relating to said business may be signed, executed, and acknowledged by persons or entities appointed as Attorney(s)-in-Fact pursuant to a Power of Attorney issued in accordance with these resolutions. Said Power(s) of Attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman, or the President, or any Vice President, or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the foregoing officers and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Attorney(s)-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and subject to any limitations set forth therein, any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company, and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is validly attached; and

RESOLVED FURTHER, that Attorney(s)-in-Fact shall have the power and authority, and in any case, subject to the terms and limitations of the Power of Attorney issued them, to execute and deliver on behalf of the Company and to attach the seal of the Company to any and all bonds and undertakings, and other writings obligatory in the nature thereof, and any such instrument executed by such 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 correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

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



Thomas E. Huibregtse
Thomas E. Huibregtse, Assistant Secretary

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

West View				
Cost Code	Description	Quantity	Contract Totals	
			Unit Measure	Scheduled Value
	Cleaning and Grubbing	7.30	AC	\$ 1,071.00 \$ 7,818
	Erosion Control	1,905	LF	\$ 2.53 \$ 4,820
	Strip and Stockpile Topsoil	7,867	CY	\$ 1.55 \$ 12,194
	Site Excavation (common)	6,290	CY	\$ 1.96 \$ 12,328
	Rip-rap, Machine placed	50	TN	\$ 9.27 \$ 464
	Final Clean-Up	1	LS	\$ 1,120.00 \$ 1,120
9269				
	6" Aggregate Base Course	4,800	TN	\$ 9.950 \$ 47,760
	10" Select Sub-Base	8,700	TN	\$ 6.750 \$ 58,725
	4" Bituminous Surface Course	114,200	SF	\$ 0.85 \$ 97,070
	Topsoil spreading	2,632	CY	\$ 3.00 \$ 7,896
	Revegetation / Hydro Mulch	3.3	AC	\$ 2,210.00 \$ 7,293
02015	Storm Drain			
	15" RCP		LF	\$ 17.90 \$ -
	18" RCP	386	LF	\$ 20.76 \$ 8,013
	24" RCP		LF	\$ 27.30 \$ -
	36" RCP		LF	\$ 44.00 \$ -
	5.3 x 4.0 Arch CMP		LF	\$ 89.00 \$ -
	SD Inlet	1	EA	\$ 1,500.00 \$ 1,500
	Remove existing culverts		LF	\$ 16.00 \$ -
	SUBTOTAL			\$ 267,001
TOTAL SCHEDULE OF VALUES				\$ 267,001
BOND COST = 120% OF CONSTRUCTION COST				\$ 320,401
Summit County Inspection Fee = 1.5% of Construction Cost				\$ 4,005

PERFORMANCE BOND

Bond No. SH7397

KNOW ALL MEN BY THESE PRESENTS, THAT WE,

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 Oblige, in the sum of Two Hundred Fifty-Three Thousand Five Hundred Thirty-Eight and no/100 -----(253,538.00)

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

SIGNED, sealed, and dated this 29th day of August, 2001.

WHEREAS the Principal has agreed to perform:

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

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 Oblige 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.

By: Raymond G. Ames
Raymond G. Ames, Vice President

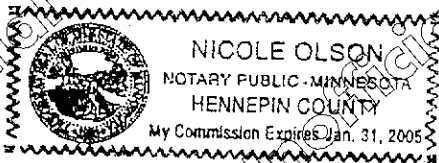
ST. PAUL FIRE AND MARINE INSURANCE COMPANY

By: Bruce N. Telander
Bruce N. Telander, Attorney-in-Fact

00608962 Bk01429 Pg01710

ACKNOWLEDGMENT OF CORPORATION

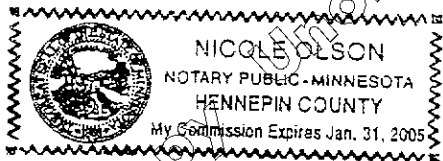
State of MINNESOTA)
) ss. On this 29th day of August 2001
County of HENNEPIN) before me appeared Raymond G. Ames
to me personally known, who, being by me duly sworn, did say that he
is the Vice President
of AMES CONSTRUCTION, INC.
a corporation, that the seal affixed to the foregoing instrument is the
corporate seal of said corporation,
(If no seal, so state, and strike out above as to corporate seal)
and that said instrument was executed in behalf of said corporation by
authority of its Board of Directors, and that said Raymond G. Ames
acknowledged said instrument to be the free act and deed of said
corporation.



Notary Public _____ County, _____
My commission expires _____

ACKNOWLEDGMENT OF CORPORATE SURETY

State of MINNESOTA)
) ss. On this 29th day of August 2001
County of HENNEPIN) before me appeared Bruce N. Telander
to me personally known, who, being by me duly sworn, did say that he
is the Attorney-in-Fact
of ST. PAUL FIRE AND MARINE INSURANCE COMPANY, a
corporation, that the seal affixed to the foregoing instrument is the
corporate seal of said corporation and that said instrument was executed
in behalf of said corporation by authority of its Board of Directors, and
that said Bruce N. Telander acknowledged said instrument to be
the free act and deed of said corporation.



Notary Public _____ County, _____
My commission expires _____

The St Paul

POWER 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
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.

Power of Attorney No. 21794

Certificate No. 901038

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

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

Minneapolis

Minnesota

of the City of _____ State _____, their true and lawful Attorneys-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety to, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and sealed this 5th day of May 2000

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
Fidelity and Guaranty Insurance Underwriters, Inc.



State of Maryland
City of Baltimore

John F. Phinney
Thomas E. Huibregtse
THOMAS E. HUIBREGTSE, 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 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., and that the seals affixed to the foregoing instrument are the corporate seals of said Companies; and that they, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the names of the corporations by themselves as duly authorized officers.

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

My Commission expires the 15th day of July, 2002.



Rebecca Easley Nokala
REBECCA EASLEY NOKALA, Notary Public

00608962 Br01429 Ps01712

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, United States Fidelity and Guaranty Company, Fidelity and Guaranty Insurance Company, and Fidelity 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 fidelity and surety insurance business of the Company, all bonds, undertakings, contracts and other instruments relating to said business may be signed, executed, and acknowledged by persons or entities appointed as Attorney(s)-in-Fact pursuant to a Power of Attorney issued in accordance with these resolutions. Said Power(s) of Attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman, or the President, or any Vice President or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the foregoing officers and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Attorney(s)-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and subject to any limitations set forth therein, any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company, and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is validly attached; and

RESOLVED FURTHER, that Attorney(s)-in-Fact shall have the power and authority, and in any case, subject to the terms and limitations of the Power of Attorney issued them, to execute and deliver on behalf of the Company and to attach the seal of the Company to any and all bonds and undertakings, and other writings obligatory in the nature thereof, and any such instrument executed by such 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 correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

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



Thomas E. Huibregtse
Thomas E. Huibregtse, Assistant Secretary

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

Deer Crossing West					
Cost Code	Description	Contract Totals			Scheduled Value
		Quantity	Unit Measure	Unit Price	
	Clearing and Grubbing	4.10	AC	\$ 1,071.00	\$ 4,391
	Erosion Control	1,734	LF	\$ 2.53	\$ 4,387
	Strip and Stockpile Topsoil	4,392	CY	\$ 1.55	\$ 6,808
	Site Excavation (common)	12,970	CY	\$ 1.96	\$ 25,421
	Rip-rap, Machine placed	2	TN	\$ 9.27	\$ 19
	Final Clean-Up	1	LS	\$ 1,120.00	\$ 1,120
9269					
	6" Aggregate Base Course	3,600	TN	\$ 9.950	\$ 35,820
	10" Select Sub-Base	6,000	TN	\$ 6.750	\$ 40,500
	4" Bituminous Surface Course	80,000	SF	\$ 0.85	\$ 68,000
	Topsoil spreading	3,500	CY	\$ 3.00	\$ 10,500
	Revegetation / Hydro Mulch	3	AC	\$ 2,210.00	\$ 6,630
02015	Storm Drain				
	15" RCP	178	LF	\$ 17.90	\$ 3,186
	18" RCP		LF	\$ 20.76	\$ -
	24" RCP		LF	\$ 27.30	\$ -
	36" RCP		LF	\$ 44.00	\$ -
	5.3 x 4.0 Arch CMP		LF	\$ 89.00	\$ -
	SD Inlet	3	EA	\$ 1,500.00	\$ 4,500
	Remove existing culverts		LF	\$ 16.00	\$ -
	SUBTOTAL				\$ 211,282
TOTAL SCHEDULE OF VALUES					\$ 211,282
BOND COST = 120% OF CONSTRUCTION COST					\$ 253,538
Summit County Inspection Fee = 1.5% OF CONSTRUCTION COST					\$ 3,169

PERFORMANCE BOND

Bond No. SH7398

KNOW ALL MEN BY THESE PRESENTS, THAT WE,

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


SIGNED, sealed, and dated this 29th day of 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 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 void; otherwise to remain in full force and effect.

AMES CONSTRUCTION, INC.

By: 
Raymond G. Ames, Vice President

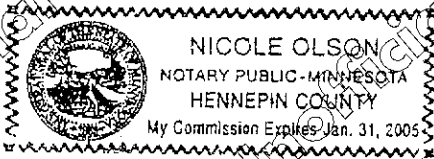
ST. PAUL FIRE AND MARINE INSURANCE COMPANY

By: 
Bruce N. Telander, Attorney-in-Fact

00608962 BK01429 Pg01715

ACKNOWLEDGMENT OF CORPORATION

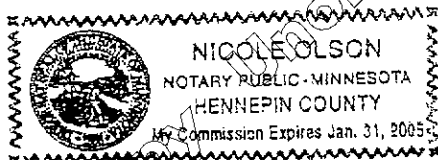
State of MINNESOTA)
) ss. On this 29th day of August 2001
County of HENNEPIN) before me appeared Raymond G. Ames
to me personally known, who, being by me duly sworn, did say that he
is the Vice President
of AMES CONSTRUCTION, INC.
a corporation, that the seal affixed to the foregoing instrument is the
corporate seal of said corporation,
and that said instrument was executed in behalf of said corporation by
authority of its Board of Directors, and that said Raymond G. Ames
acknowledged said instrument to be the free act and deed of said
corporation.



Notary Public _____ County, _____
My commission expires _____

ACKNOWLEDGMENT OF CORPORATE SURETY

State of MINNESOTA)
) ss. On this 29th day of August 2001
County of HENNEPIN) before me appeared Bruce N. Telander
to me personally known, who, being by me duly sworn, did say that he
is the Attorney-in-Fact
of ST. PAUL FIRE AND MARINE INSURANCE COMPANY, a
corporation, that the seal affixed to the foregoing instrument is the
corporate seal of said corporation and that said instrument was executed
in behalf of said corporation by authority of its Board of Directors, and
that said Bruce N. Telander acknowledged said instrument to be
the free act and deed of said corporation.



Notary Public _____ County, _____
My commission expires _____

The St Paul

POWER 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
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.

Power of Attorney No. 21794

Certificate No. 901039

KNOW ALL MEN BY THESE PRESENTS: That Seaboard Surety Company is a corporation duly organized under the laws of the State of New York, and that St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, and that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, 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 (these collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

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

Minneapolis

Minnesota

of the City of _____ State _____ their true and lawful Attorney-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety to, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and sealed this 5th day of May 2000

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
Fidelity and Guaranty Insurance Underwriters, Inc.



State of Maryland
City of Baltimore

John F. Phinney
Thomas E. Huijbregtse

THOMAS E. HUIJBREGTSE, Assistant Secretary

On this 5th day of May 2000, before me, the undersigned officer, personally appeared John F. Phinney and Thomas E. Huijbregtse, who acknowledged themselves to be the Vice President and Assistant Secretary, respectively, 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.; and that the seals affixed to the foregoing instrument are the corporate seals of said Companies; and that they, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the names of the corporations by themselves as duly authorized officers.

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

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



Rebecca Easley Konokala

REBECCA EASLEY KONOKALA, Notary Public

00608962 Bk01429 Pg01717

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, United States Fidelity and Guaranty Company, Fidelity and Guaranty Insurance Company, and Fidelity 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 fidelity and surety insurance business of the Company, all bonds, undertakings, contracts and other instruments relating to said business may be signed, executed, and acknowledged by persons or entities appointed as Attorney(s)-in-Fact pursuant to a Power of Attorney issued in accordance with these resolutions. Said Power(s) of Attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman, or the President, or any Vice President, or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the foregoing officers and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Attorney(s)-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and subject to any limitations set forth therein, any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company, and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is validly attached; and

RESOLVED FURTHER, that Attorney(s)-in-Fact shall have the power and authority, and in any case, subject to the terms and limitations of the Power of Attorney issued them, to execute and deliver on behalf of the Company and to attach the seal of the Company to any and all bonds and undertakings, and other writings obligatory in the nature thereof, and any such instrument executed by such 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 correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

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



Thomas E. Huibregtse
Thomas E. Huibregtse, Assistant Secretary

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

West Entry Gate				
Cost Code	Description	Quantity	Contract Totals	
			Unit Measure	Scheduled Value
	Landscape			
	Tree Spruce			\$ 62,000
	Ground cover/perennials/wood chips			\$ 10,000
	Irrigation - drip system			\$ 25,000
	Exterior Lights			\$ 8,000
	SUBTOTAL			\$ 105,000
TOTAL SCHEDULE OF VALUES				\$ 105,000
BOND COST = 120% OF CONSTRUCTION COST				\$ 126,000
Summit Co. Inspection Fee = 1.5% of Construction Cost				\$ 1,575

PERFORMANCE BOND

Bond No. SH7394

KNOW ALL MEN BY THESE PRESENTS, THAT WE,

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 no/100 ----- (597,470.00) DOLLARS

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

SIGNED, sealed, and dated this 29th day of August, 2001.

WHEREAS the Principal has agreed to perform:

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

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 void, otherwise to remain in full force and effect.

AMES CONSTRUCTION, INC.

By: Raymond G. Ames
Raymond G. Ames, Vice President

ST. PAUL FIRE AND MARINE INSURANCE COMPANY

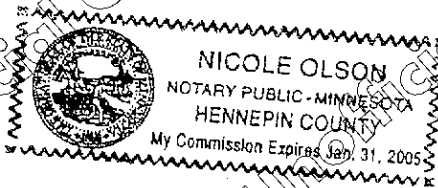
By: Bruce N. Telander
Bruce N. Telander, Attorney-in-Fact

ACKNOWLEDGMENT OF CORPORATION

State of MINNESOTA)
) ss. On this 29th day of August 2001
County of HENNEPIN) before me appeared Raymond G. Ames
to me personally known, who, being by me duly sworn, did say that he
is the Vice President
of AMES CONSTRUCTION, INC.
a corporation, that the seal affixed to the foregoing instrument is the
corporate seal of said corporation,

(If no seal, so state, and strike out above as to corporate seal)

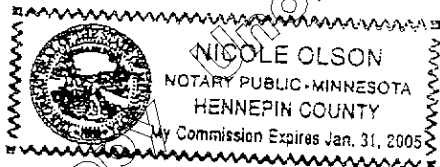
and that said instrument was executed in behalf of said corporation by
authority of its Board of Directors; and that said Raymond G. Ames
acknowledged said instrument to be the free act and deed of said
corporation



Nicole Olson
Notary Public _____ County, _____
My commission expires _____

ACKNOWLEDGMENT OF CORPORATE SURETY

State of MINNESOTA)
) ss. On this 29th day of August 2001
County of HENNEPIN) before me appeared Bruce N. Telander
to me personally known, who, being by me duly sworn, did say that he
is the Attorney-in-Fact
of ST. PAUL FIRE AND MARINE INSURANCE COMPANY, a
corporation, that the seal affixed to the foregoing instrument is the
corporate seal of said corporation and that said instrument was executed
in behalf of said corporation by authority of its Board of Directors; and
that said Bruce N. Telander acknowledged said instrument to be
the free act and deed of said corporation.



Nicole Olson
Notary Public _____ County, _____
My commission expires _____

The St Paul

POWER 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
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.

Power of Attorney No. 21794

Certificate No. 901035

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

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

Minneapolis

Minnesota

of the City of _____ State _____, their true and lawful Attorneys-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety to, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and dated this 5th day of May, 2000.

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
Fidelity and Guaranty Insurance Underwriters, Inc.



State of Maryland
City of Baltimore

On this 5th day of May, 2000, before me, the undersigned officer, personally appeared John F. Phinney and Thomas E. Huijbregtse, who acknowledged themselves to be the Vice President and Assistant Secretary, respectively, 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.; and that the seals affixed to the foregoing instrument are the corporate seals of said Companies; and that they, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the names of the corporations by themselves as duly authorized officers.

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

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



John F. Phinney
Thomas E. Huijbregtse
THOMAS E. HUIJBREGTSE, Assistant Secretary

Rebecca Easley Konkala
REBECCA EASLEY KONKALA, Notary Public

00608962 Bk01429 Pg01722

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, United States Fidelity and Guaranty Company, Fidelity and Guaranty Insurance Company, and Fidelity 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 fidelity and surety insurance business of the Company, all bonds, undertakings, contracts and other instruments relating to said business may be signed, executed, and acknowledged by persons or entities appointed as Attorney(s)-in-Fact pursuant to a Power of Attorney issued in accordance with these resolutions. Said Power(s) of Attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman, or the President, or any Vice President, or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the foregoing officers and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Attorney(s)-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and subject to any limitations set forth therein, any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company, and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is validly attached; and

RESOLVED FURTHER, that Attorney(s)-in-Fact shall have the power and authority, and, in any case, subject to the terms and limitations of the Power of Attorney issued them, to execute and deliver on behalf of the Company and to attach the seal of the Company to any and all bonds and undertakings, and other writings obligatory in the nature thereof, and any such instrument executed by such 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 correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

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



Thomas E. Huibregtse
Thomas E. Huibregtse, Assistant Secretary

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

West Hills				
Cost Code	Description	Quantity	Contract Totals	
			Unit Measure	Scheduled Value
	Clearing and Grubbing	10.90	AC	\$ 1,071.00 \$ 11,674
	Erosion Control	5,000	LF	\$ 2.53 \$ 12,650
	Strip and Stockpile Topsoil	11,679	CY	\$ 1.55 \$ 18,102
	Site Excavation (common)	37,379	CY	\$ 1.96 \$ 73,263
	Rip-rap, Machine placed	20	TN	\$ 9.27 \$ 185
	Final Clean-Up	1	LS	\$ 1,120.00 \$ 1,120
9269				
	6" Aggregate Base Course	7,800	TN	\$ 9.950 \$ 77,610
	10" Select Sub-Base	14,200	TN	\$ 6.750 \$ 95,850
	4" Bituminous Surface Course	185,900	SF	\$ 0.85 \$ 158,015
	Topsoil spreading	3,439	CY	\$ 3.00 \$ 10,317
	Revegetation / Hydro Mulch	4.3	AC	\$ 2,210.00 \$ 9,503
02015	Storm Drain			
	15" RCP	236	LF	\$ 17.90 \$ 4,224
	18" RCP	398	LF	\$ 20.76 \$ 8,262
	24" RCP		LF	\$ 27.30 \$ -
	36" RCP		LF	\$ 44.00 \$ -
	5.3 x 4.0 Arch CMP		LF	\$ 89.00 \$ -
	SD Inlet	4	EA	\$ 1,500.00 \$ 6,000
	Guard Rail	517	LF	\$ 21.50 \$ 11,116
	SUBTOTAL			\$ 497,892
TOTAL SCHEDULE OF VALUES				\$ 497,892
BOND COST = 120% OF CONSTRUCTION COST				\$ 597,470
Summit County Inspection Fee = 1.5% OF CONSTRUCTION COST				\$ 7,468

PERFORMANCE BOND

Bond No. SH7399

KNOW ALL MEN BY THESE PRESENTS, THAT WE,

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 Oblige, in the sum of One Hundred Eighty-One Thousand Two Hundred and no/100 -----
----- (181,200.00) 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 29th day of August, 2001.

WHEREAS the Principal has agreed to perform:

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

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall construct, or have constructed, the improvements herein described and shall save the Obligee 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.

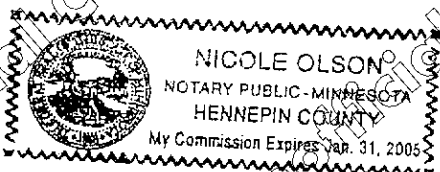
By: Raymond G. Ames
Raymond G. Ames, Vice President

ST. PAUL FIRE AND MARINE INSURANCE COMPANY

By: Bruce N. Telander
Bruce N. Telander, Attorney-in-Fact

ACKNOWLEDGMENT OF CORPORATION

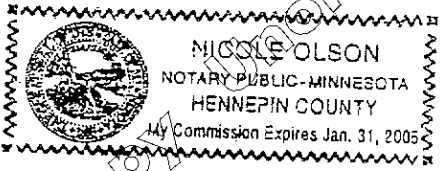
State of MINNESOTA)
) ss. On this 29th day of August 2001
County of HENNEPIN) before me appeared Raymond G. Ames
to me personally known, who, being by me duly sworn, did say that he
is the Vice President
of AMES CONSTRUCTION, INC.
a corporation, that the seal affixed to the foregoing instrument is the
corporate seal of said corporation,
(If no seal, so state, and strike out above as to corporate seal)
and that said instrument was executed in behalf of said corporation by
authority of its Board of Directors; and that said Raymond G. Ames
acknowledged said instrument to be the free act and deed of said
corporation.



Raymond G. Ames
Notary Public _____ County, _____
My commission expires _____

ACKNOWLEDGMENT OF CORPORATE SURETY

State of MINNESOTA)
) ss. On this 29th day of August 2001
County of HENNEPIN) before me appeared Bruce N. Telander
to me personally known, who, being by me duly sworn, did say that he
is the Attorney-in-Fact
of ST. PAUL FIRE AND MARINE INSURANCE COMPANY, a
corporation, that the seal affixed to the foregoing instrument is the
corporate seal of said corporation and that said instrument was executed
in behalf of said corporation by authority of its Board of Directors; and
that said Bruce N. Telander acknowledged said instrument to be
the free act and deed of said corporation.



Bruce N. Telander
Notary Public _____ County, _____
My commission expires _____

The **St Paul**

POWER 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
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.

Power of Attorney No. 21794

Certificate No. 901040

KNOW ALL MEN BY THESE PRESENTS: That Seaboard Surety Company is a corporation duly organized under the laws of the State of New York and that St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, and that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, 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 (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. Soderberg, R. Scott Egginton, Donald R. Olson, Dennis J. Linder, John E. Tauer, Mary L. Charles, Linda K. French and Nina E. Werstein

Minneapolis

Minnesota

of the City of _____ State of _____, their true and lawful Attorneys-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety to, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the future thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and sealed this 5th day of May, 2000

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
Fidelity and Guaranty Insurance Underwriters, Inc.

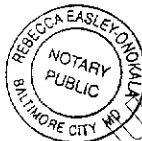


State of Maryland
City of Baltimore

On this 5th day of May, 2000, before me, the undersigned officer, personally appeared John F. Phinney and Thomas E. Huieregse, who acknowledged themselves to be the Vice President and Assistant Secretary, respectively, 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.; and that the seals affixed to the foregoing instrument are the corporate seals of said Companies; and that they, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the names of the corporations by themselves as duly authorized officers.

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

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



Rebecca Easley-Onokala

REBECCA EASLEY-ONOKALA, Notary Public

00608962 Bk01429 Pg01727

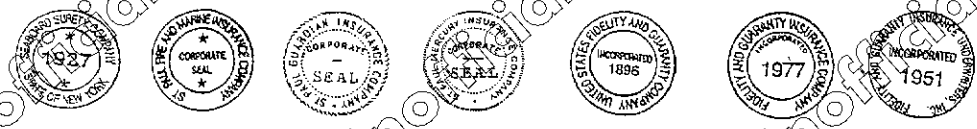
This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, United States Fidelity and Guaranty Company, Fidelity and Guaranty Insurance Company, and Fidelity 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 fidelity and surety insurance business of the Company, all bonds, undertakings, contracts and other instruments relating to said business may be signed, executed, and acknowledged by persons or entities appointed as Attorney(s)-in-Fact pursuant to a Power of Attorney issued in accordance with these resolutions. Said Power(s) of Attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman, or the President, or any Vice President, or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the foregoing officers and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Attorney(s)-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and subject to any limitations set forth therein, any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company, and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is validly attached; and

RESOLVED FURTHER, that Attorney(s)-in-Fact shall have the power and authority, and in any case, subject to the terms and limitations of the Power of Attorney issued them, to execute and deliver on behalf of the Company and to attach the seal of the Company to any and all bonds and undertakings, and other writings obligatory in the nature thereof, and any such instrument executed by such 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 correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

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



Thomas E. Huibregtse
Thomas E. Huibregtse, Assistant Secretary

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

North Entry Gate				
Cost Code	Description	Contract Totals		
		Quantity	Unit Measure	Unit Price
				Scheduled Value
	Landscape			
	Tree/Spruce			\$ 97,000
	Ground cover/perennials/wood chips			\$ 12,000
	Irrigation - drip system			\$ 32,000
	Exterior Lights			\$ 10,000
	SUBTOTAL			\$ 151,000
TOTAL SCHEDULE OF VALUES				\$ 151,000
BOND COST = 120% OF CONSTRUCTION COST				\$ 181,200
Summit Co. Inspection Fee = 1.5% of Construction Cost				\$ 2,265

PERFORMANCE BOND

Bond No. SH7393

KNOW ALL MEN BY THESE PRESENTS, THAT WE,

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

Summit County, Utah

as the Obligee, in the sum of Two Hundred Seventy-Nine Thousand Five Hundred Six and no/100 ----- (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 29th day of August, 2001.

WHEREAS the Principal has agreed to perform:

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

WARRANTY

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 void, otherwise to remain in full force and effect.

AMES CONSTRUCTION, INC.

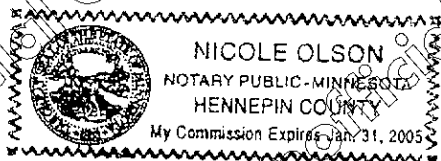
By: [Signature]
Raymond G. Ames, Vice President

ST. PAUL FIRE AND MARINE INSURANCE COMPANY

By: [Signature]
Bruce N. Telander, Attorney-in-Fact

ACKNOWLEDGMENT OF CORPORATION

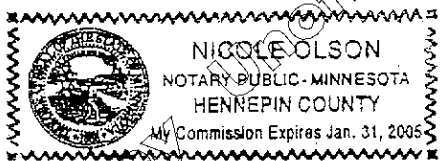
State of MINNESOTA)
) ss. On this 29th day of August 2001
County of HENNEPIN) before me appeared Raymond G. Ames
to me personally known, who, being by me duly sworn, did say that he
is the Vice President of AMES CONSTRUCTION, INC.
a corporation, that the seal affixed to the foregoing instrument is the
corporate seal of said corporation,
(If no seal be state, and strike out above as to corporate seal)
and that said instrument was executed in behalf of said corporation by
authority of its Board of Directors, and that said Raymond G. Ames
acknowledged said instrument to be the free act and deed of said
corporation.



Notary Public _____ County _____
My commission expires _____

ACKNOWLEDGMENT OF CORPORATE SURETY

State of MINNESOTA)
) ss. On this 29th day of August 2001
County of HENNEPIN) before me appeared Bruce N. Telander
to me personally known, who, being by me duly sworn, did say that he
is the Attorney-in-Fact
of ST. PAUL FIRE AND MARINE INSURANCE COMPANY, a
corporation, that the seal affixed to the foregoing instrument is the
corporate seal of said corporation and that said instrument was executed
in behalf of said corporation by authority of its Board of Directors, and
that said Bruce N. Telander acknowledged said instrument to be
the free act and deed of said corporation.



Notary Public _____ County _____
My commission expires _____

The **St Paul**

POWER 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
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.

Power of Attorney No. 21794

Certificate No. 901034

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

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

Minneapolis

Minnesota

of the City of _____ State _____, their true and lawful Attorneys-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety to, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and sealed this 5th day of May, 2000

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
Fidelity and Guaranty Insurance Underwriters, Inc.



State of Maryland
City of Baltimore

John F. Phinney
Thomas E. Huibregtse

THOMAS E. HUIBREGTSE, 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 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.; and that the seals affixed to the foregoing instrument are the corporate seals of said Companies, and that they, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the names of the corporations by themselves as duly authorized officers.

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

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



Rebecca Easley Onokala

REBECCA EASLEY ONOKALA, Notary Public

00608962 Bk01429 Pg01732

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, United States Fidelity and Guaranty Company, Fidelity and Guaranty Insurance Company, and Fidelity 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 fidelity and surety insurance business of the Company, all bonds, undertakings, contracts and other instruments relating to said business may be signed, executed, and acknowledged by persons or entities appointed as Attorney(s)-in-Fact pursuant to a Power of Attorney issued in accordance with these resolutions. Said Power(s) of Attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman, or the President, or any Vice President, or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the foregoing officers and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Attorney(s)-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and subject to any limitations set forth therein, any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company, and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is validly attached; and

RESOLVED FURTHER, that Attorney(s)-in-Fact shall have the power and authority, and, in any case, subject to the terms and limitations of the Power of Attorney issued them, to execute and deliver on behalf of the Company and to attach the seal of the Company to any and all bonds and undertakings, and other writings obligatory in the nature thereof, and any such instrument executed by such 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 correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

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



Thomas E. Huibregtse
Thomas E. Huibregtse, Assistant Secretary

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

Wapiti Canyon				
Cost Code	Description	Quantity	Contract Totals	
			Unit Measure	Scheduled Value
	Clearing and Grubbing	14.50	AC	\$ 1,071.00 \$ 15,530
	Erosion Control	8,566	LF	\$ 2.53 \$ 21,672
	Strip and Stockpile Topsoil	3,917	CY	\$ 1.55 \$ 6,071
	Site Excavation (common)	25,976	CY	\$ 1.96 \$ 50,913
	Rip-rap, Machine placed	8	TN	\$ 9.27 \$ 74
	Final Clean-Up	1	CS	\$ 1,120.00 \$ 1,120
9269				
	6" Aggregate Base Course	3,100	TN	\$ 9.950 \$ 30,845
	10" Select Sub-Base	5,700	TN	\$ 6.750 \$ 38,475
	4" Bituminous Surface Course	74,300	SF	\$ 0.85 \$ 63
	Topsoil spreading	9,625	CY	\$ 3.00 \$ 28,875
	Revegetation / Hydro Mulch	12	AC	\$ 2,210.00 \$ 26,520
02015	Storm Drain			
	15" RCP		LF	\$ 17.90 \$ -
	18" RCP	155	LF	\$ 20.76 \$ 3,218
	24" RCP		LF	\$ 27.30 \$ -
	36" RCP		LF	\$ 44.00 \$ -
	5.3 x 4.0 Arch CMP		LF	\$ 89.00 \$ -
	SD Inlet		EA	\$ 1,500.00 \$ -
	Guard Rails	444	LF	\$ 21.50 \$ 9,546
	SUBTOTAL			\$ 232,922
TOTAL SCHEDULE OF VALUES				\$ 232,922
BOND COST = 120% OF CONSTRUCTION COST				\$ 279,506
Summit Co. Inspection Fee = 1.5% of Construction Cost				\$ 3,494

PERFORMANCE BOND

Bond No. SH7378

KNOW ALL MEN BY THESE PRESENTS, THAT WE,

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 Three Hundred Seventeen Thousand Seven Hundred Eighteen and no/100----- (\$317,718.00) 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 29th day of August, 2001.

WHEREAS the Principal has agreed to perform:

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

RANCH COMPOUND

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 void; otherwise to remain in full force and effect.

AMES CONSTRUCTION, INC.

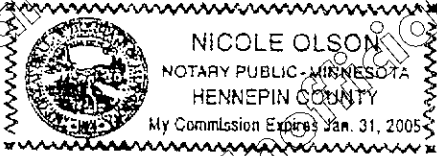
By: Raymond G. Ames
Raymond G. Ames, Vice President

ST. PAUL FIRE AND MARINE INSURANCE COMPANY

By: Bruce N. Telander
Bruce N. Telander, Attorney-in-Fact

ACKNOWLEDGMENT OF CORPORATION

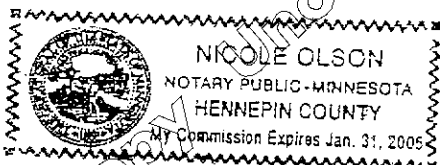
State of MINNESOTA)
) ss. On this 29th day of August 2001
County of HENNEPIN) before me appeared Raymond G. Ames
to me personally known, who, being by me duly sworn, did say that he
is the Vice President
of AMES CONSTRUCTION, INC.
a corporation, that the seal affixed to the foregoing instrument is the
corporate seal of said corporation,
(If no seal, so state, and strike out above as to corporate seal)
and that said instrument was executed in behalf of said corporation by
authority of its Board of Directors; and that said Raymond G. Ames
acknowledged said instrument to be the free act and deed of said
corporation.



[Signature]
Notary Public _____ County, _____
My commission expires _____

ACKNOWLEDGMENT OF CORPORATE SURETY

State of MINNESOTA)
) ss. On this 29th day of August 2001
County of HENNEPIN) before me appeared Bruce N. Telander
to me personally known, who, being by me duly sworn, did say that he
is the Attorney-in-Fact
of ST. PAUL FIRE AND MARINE INSURANCE COMPANY, a
corporation, that the seal affixed to the foregoing instrument is the
corporate seal of said corporation and that said instrument was executed
in behalf of said corporation by authority of its Board of Directors; and
that said Bruce N. Telander acknowledged said instrument to be
the free act and deed of said corporation.



[Signature]
Notary Public _____ County, _____
My commission expires _____

The St Paul

POWER 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
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.

Power of Attorney No. 21794

Certificate No. 201032

KNOW ALL MEN BY THESE PRESENTS: That Seaboard Surety Company is a corporation duly organized under the laws of the State of New York, and that St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, and that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, 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 (together collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

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

Minneapolis Minnesota

of the City of _____ State _____ their true and lawful Attorney-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety to, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and sealed this 5th day of May 2000

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
Fidelity and Guaranty Insurance Underwriters, Inc.



State of Maryland
City of Baltimore

John F. Phinney
Thomas E. Huibregtse

THOMAS E. HUIBREGTSE, 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 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.; and that the seals affixed to the foregoing instrument are the corporate seals of said Companies; and that they, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the names of the corporations by themselves as duly authorized officers.

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

My Commission expires the 13th day of June 2002.



Rebecca Easley-Denkala

REBECCA EASLEY-DENKALA, Notary Public

00608962 Br01429 Pg01737

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, United States Fidelity and Guaranty Company, Fidelity and Guaranty Insurance Company, and Fidelity 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 fidelity and surety insurance business of the Company, all bonds, undertakings, contracts and other instruments relating to said business may be signed, executed, and acknowledged by persons or entities appointed as Attorney(s)-in-Fact pursuant to a Power of Attorney issued in accordance with these resolutions. Said Power(s) of Attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman, or the President, or any Vice President, or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the foregoing officers and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Attorney(s)-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and subject to any limitations set forth therein, any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company, and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is validly attached; and

RESOLVED FURTHER, that Attorney(s)-in-Fact shall have the power and authority, and, in any case, subject to the terms and limitations of the Power of Attorney issued them, to execute and deliver on behalf of the Company and to attach the seal of the Company to any and all bonds and undertakings, and other writings obligatory in the nature thereof, and any such instrument executed by such 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 correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

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



Thomas E. Huibregtse
Thomas E. Huibregtse, Assistant Secretary

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

Ranch Compound Area				
Cost Code	Description	Contract Totals		
		Quantity	Unit Measure	Scheduled Value
	Clearing and Grubbing	11.00	AC	\$ 11,781.00
	Erosion Control	2,300	LF	\$ 5,819.00
	Strip and Stockpile Topsoil	8,900	CY	\$ 13,795.00
	Site Excavation (common)	87,000	CY	\$ 170,520.00
9269	6" Aggregate Base Course	4,200	TN	\$ 41,790.00
	Topsoil spreading	2,600	CY	\$ 7,800.00
	Revegetation / Hydro Mulch	6	AC	\$ 13,260.00
	SUBTOTAL			\$ 264,765.00
TOTAL SCHEDULE OF VALUES				\$ 264,765
BOND COST = 120% OF CONSTRUCTION COST				\$ 317,718
Summit Co. Inspection Fee = 1.5% of Construction Cost				\$ 3,971

PERFORMANCE BOND

Bond No. SH7392

KNOW ALL MEN BY THESE PRESENTS, THAT WE,

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 Oblige, in the sum of Sixty-Six Thousand One Hundred Eighty and no/100-----
----- (\$66,180.00) 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 29th day of August, 2001.

WHEREAS, the Principal has agreed to perform:

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

BACK COUNTRY TRAILS

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 Oblige 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.

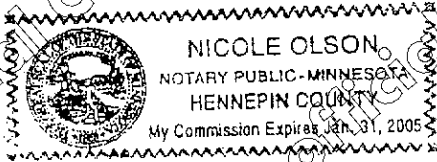
By: Raymond G. Ames
Raymond G. Ames, Vice President

ST. PAUL FIRE AND MARINE INSURANCE COMPANY

By: Bruce N. Telander
Bruce N. Telander, Attorney-in-Fact

ACKNOWLEDGMENT OF CORPORATION

State of MINNESOTA)
) ss. On this 29th day of August 2001
County of HENNEPIN) before me appeared Raymond G. Ames
to me personally known, who, being by me duly sworn, did say that he
is the Vice President
of AMES CONSTRUCTION, INC.,
a corporation, that the seal affixed to the foregoing instrument is the
corporate seal of said corporation,
(If no seal, so state, and strike out above as to corporate seal)
and that said instrument was executed in behalf of said corporation by
authority of its Board of Directors; and that said Raymond G. Ames
acknowledged said instrument to be the free act and deed of said
corporation.



Notary Public _____ County, _____
My commission expires _____

ACKNOWLEDGMENT OF CORPORATE SURETY

State of MINNESOTA)
) ss. On this 29th day of August 2001
County of HENNEPIN) before me appeared Bruce N. Telander
to me personally known, who, being by me duly sworn, did say that he
is the Attorney-in-Fact
of ST. PAUL FIRE AND MARINE INSURANCE COMPANY, a
corporation that the seal affixed to the foregoing instrument is the
corporate seal of said corporation and that said instrument was executed
in behalf of said corporation by authority of its Board of Directors; and
that said Bruce N. Telander acknowledged said instrument to be
the free act and deed of said corporation.



Notary Public _____ County, _____
My commission expires _____

The **St Paul**

POWER 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
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.

Power of Attorney No. 21794

Certificate No. 901033

KNOW ALL MEN BY THESE PRESENTS: That Seaboard Surety Company is a corporation duly organized under the laws of the State of New York, and that St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, and that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, 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 *therein collectively called the "Companies"*, and that the Companies do hereby make, constitute and appoint

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

Minneapolis

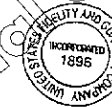
Minnesota

of the City of _____ State _____, their true and lawful Attorneys-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety to, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the name thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and sealed this 5th day of May, 2000.

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
Fidelity and Guaranty Insurance Underwriters, Inc.



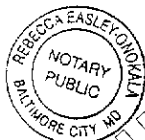
State of Maryland
City of Baltimore

John F. Phinney
Thomas E. Huibregtse

THOMAS E. HUIBREGTSE, 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 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.; and that the seals affixed to the foregoing instrument are the corporate seals of said Companies; and that they, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the names of the corporations by themselves as duly authorized officers.

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



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

Rebecca Easley Conokala

REBECCA EASLEY CONOKALA, Notary Public

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This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, United States Fidelity and Guaranty Company, Fidelity and Guaranty Insurance Company, and Fidelity 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 fidelity and surety insurance business of the Company, all bonds, undertakings, contracts and other instruments relating to said business may be signed, executed, and acknowledged by persons or entities appointed as Attorney(s)-in-Fact pursuant to a Power of Attorney issued in accordance with these resolutions. Said Power(s) of Attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman, or the President, or any Vice President, or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the foregoing officers and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Attorney(s)-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and subject to any limitations set forth therein, any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company, and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is validly attached; and

RESOLVED FURTHER, that Attorney(s)-in-Fact shall have the power and authority, and in any case, subject to the terms and limitations of the Power of Attorney issued them, to execute and deliver on behalf of the Company and to attach the seal of the Company to any and all bonds and undertakings, and other writings obligatory in the nature thereof, and any such instrument executed by such 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 correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

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



Thomas E. Huibregtse
Thomas E. Huibregtse, Assistant Secretary

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

BOND COST
8/20/01

Back Country Trail System					
Cost Code	Description	Contract Totals			Scheduled Value
		Quantity	Unit Measure	Unit Price	
Based on bid submitted by Alpine Trails dated 5/24/01					
	4 wide trails	45,000	LF		
	Rock Area	3,000	LF	\$ 1.75	\$ 5,250
	Oak & Quakies Area	20,000	LF	\$ 1.45	\$ 29,000
	Sage & Meadow Area	22,000	LF	\$ 0.95	\$ 20,900
	SUBTOTAL				\$ 55,150
TOTAL SCHEDULE OF VALUES					\$ 55,150
BOND COST = 120% OF CONSTRUCTION COST					\$ 66,180
Summit Co. Inspection Fee = 1.5% of Construction Cost					\$ 827

EXHIBIT D

Tax Identification Numbers: NS-90-A-X; NS-90; SS-80-6-A; SS-79-B; SS-66; SS-55; SS-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-A-X; NS-2-A-1-X; NS-2; NS-2-A; NS-1; WSHLS-1 thru 74; DC-1 thru 103; WCAN-I-1 thru 8; WV-1 thru 53.