


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

**ENTRY NO. 01222338**  
07/09/2024 04:24:41 PM B: 2824 P: 1908  
Agreement PAGE 1/43  
RHONDA FRANCIS, SUMMIT COUNTY RECORDER  
FEE 40.00 BY PROMONTORY DEVELOPMENT LLC



Space above for Recorders Stamp

## DEVELOPMENT IMPROVEMENTS AGREEMENT

Project File #: 24-CP-06  
Project Name: Liberty Ranch at Star Point  
Parcel ID: SS-51-C-4

**THIS AGREEMENT** is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Summit County, a political subdivision of the State of Utah (the "**County**"), and Promontory Development, LLC, a Limited Liability Company, whose address is 8758 N. Promontory Ranch Rd. Park City, UT 84098 (The "**Developer**"), or assigns. The County and Developer are individually referred to herein as a "**Party**" and jointly referred to herein as the "**Parties**". The **Effective Date** of this Agreement shall be the date upon which it is recorded in the Office of the Summit County Recorder.

## RECITALS

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

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

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

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

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

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

### **DEVELOPER'S OBLIGATION**

- 1. Improvements:** The Developer will design, construct, and install, at its own expense, those on-site and off-site utility, landscaping (if applicable), and infrastructure improvements in accordance with the approved Site Improvements Plan and the **Cost of Construction PE Estimate**, which is attached at **Exhibit C** (together the Site Improvements Plan and the Cost of Construction PE Estimate are referred to as the **"Improvements"**). At a minimum, the Site Improvements Plan shall address culinary water, sewer, electrical power service, natural gas service, telephone service, television service, storm water drainage, trails, roads, landscaping and weed control. The Developer's obligation to complete the Improvements will be in conformance with the time schedule defined by this Agreement and will be independent of any obligations of the County contained herein.
- 2. Improvement Completion Assurance ("Assurance") Options:** To secure the construction and installation of the Improvements under this Agreement and the obligations for the warranty as set forth in ¶ 4 herein, the Developer will deposit with the County as an Assurance, 110% of the Cost of Construction PE Estimate (which includes a 10% warranty), on or prior to the Effective Date, through one of the following mechanisms:

- **Option A.** Irrevocable Letter of Credit in the amount of \$ \_\_\_\_\_.
- **Option B.** Subdivision Improvements Disbursement Agreement in the amount of \$ \_\_\_\_\_.
- **Option C.** Cash in the amount of \$ \_\_\_\_\_, to be escrowed by the County Treasurer or third party escrow agent pursuant to a Cash Bond Escrow Agreement.

• **Option D.** Performance or Surety Bond in the amount of \$ 1,367,762.78.

- **Option E.** Subdivision Plat Hold.
- **Option F.** Building Permit Hold.

- **Option A:** Irrevocable Letter of Credit (“**Letter of Credit**”) – The Letter of Credit shall be (a) irrevocable, (b) issued by a financial institution, (c) of a term sufficient to cover the Completion and Warranty Periods, and (d) reviewed as to form by the County Attorney. The Letter of Credit will be payable upon demand to Summit County. The Letter of Credit will be payable to the County in full or in part at any time upon presentation of (i) a sight draft drawn on the issuing financial institution to which the County is entitled to draw pursuant to the terms of this Agreement and the Letter of Credit; (ii) a certification executed by an authorized representative of the County stating that the Developer is in default under this Agreement; and (iii) the original Letter of Credit.
- **Option B:** Subdivision Improvements Disbursement Agreement (“**Disbursement Agreement**”) – The Disbursement Agreement will be executed by a financial institution, the Developer and the County. The Disbursement Agreement will provide for segregation of Developer’s loan proceeds by the financial institution. Pursuant to the terms of the Disbursement Agreement, the County is entitled to draw funds, in full or in part, upon presentation of: (i) request for disbursement; and (ii) a certification executed by an authorized representative of the County stating that the Developer is in default under this Agreement; or (iii) as otherwise provided by the Disbursement Agreement. Modifications to the County’s standard Disbursement Agreement shall be reviewed by the County Attorney for acceptance as an Assurance.
- **Option C:** Cash Bond Escrow Agreement (“**Cash Bond**”) - Cash in the form of a cashier’s check or bank account in the sole ownership of the County will be escrowed with the County Treasurer or third party escrow agent

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

- **Option D: Performance or Surety Bond (“Performance Bond”)** – A Performance Bond shall be issued upon which the County will be entitled to draw pursuant to the terms of the Performance Bond and will include a term sufficient to cover the Completion and Warranty Periods. The funds will be disbursed to the County in full or in part, upon presentation of: (i) request for disbursement; and (ii) a certification executed by an authorized representative of the County or designee stating that the Developer is in default under this Agreement; or (iii) as otherwise provided by the Performance Bond. The Performance Bond shall be reviewed by the County Attorney for acceptance as an Assurance. In the event of assignment and assumption of this DIA, the assignee must obtain a transfer of the Performance Bond assume all duties under this Agreement and the Bond and the County will release the assignor's duties under this DIA and Performance Bond.
  - **Option E: Subdivision Plat Hold (“Plat Hold”)** – A Plat Hold may be utilized as an Assurance for projects that do not contain Improvements to existing Summit County Right-of-Way or Right-of-Way incidental to the subject Plat. The Plat and Recording fees will be held by the County. Release and recording of the Plat will require: (i) completion of the Improvements pursuant to the terms of this Agreement; (ii) County Manager acknowledgement on the Plat certifying the completion of the Improvements and extinguishment of this Agreement; and (iii) a letter from the lien holder, as indicated on the Plat, that they remain the current lien holder. Completion period for the Improvements is limited to two (2) years.
  - **Option F: Building Permit Hold (“Permit Hold”)** – A Permit Hold may be utilized as an Assurance on a limited basis where there are Improvements valued at less than \$10,000. The release of the Permit Hold requires completion of the Improvements pursuant to the terms of this Agreement. The completion period is limited to six (6) months.
3. **County Standards:** The Developer will construct the Improvements according to the approved Site Improvements Plan, general industry standards, this Agreement, and applicable County regulations (the “County Standards”). The Developer shall instruct the contractor or construction manager to provide timely notice to the Developer, contractor, issuer of the Assurance and the County Engineer whenever an observation or related

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

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

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

## **COUNTY'S OBLIGATION**

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

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

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

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

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

**16. Use of Proceeds:** The County will use funds drawn under the Assurance per ¶12 herein only for the purpose of completing the Improvements or correcting defects in or failure of the Improvements.

## **OTHER PROVISIONS**

**17. Events of Default:** The following conditions, occurrences or actions will constitute a default by the Developer during the Completion Period or Warranty Period:

- a. Developer's failure to complete any portion of the Improvements in conformance with the County Standards within the Completion or Warranty Periods, as the case may be, and shall fail to cure such default within the Cure Period (or extended Cure Period) after

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

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

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

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

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

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



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

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

County. Such consent may not be unreasonably withheld, but any unapproved assignment is voidable at the option of the County. Notwithstanding the foregoing, the County hereby consents to the assignment and assumption of this Agreement from Promontory Development, LLC to Liberty Ranch at Star Point, LLC, or another legal entity if and when such assignment were to occur.

- 29. Binding Effect:** This Agreement and the covenants contained herein shall run with the land and shall be binding upon and shall inure to the benefit of the Parties hereto and their successors, heirs and assigns; provided that, purchasers of residential lots within the Property or any homeowner's association that receives title to any portion of the Property shall not incur any liability hereunder and no person or entity, including any homeowner's association that receives title to any portion of the Property, may claim to be a third party beneficiary of the terms, conditions, or covenants of this Agreement. This Agreement shall be recorded in the Office of the Summit County Recorder and be on file with the County Engineer. All existing lien holders shall be required to subordinate their liens to the covenants contained in this Agreement.
- 30. Notice:** Any notice required or permitted by this Agreement will be deemed effective either (a) when personally delivered in writing, or (b) seven (7) calendar days after notice is deposited with the U.S. Postal Service, certified, and return receipt requested, and addressed as follows:

**If to Developer:**

Promontory Development, LLC  
Developer's Name  
8758 N. Promontory Ranch Rd. Park City, UT 84098  
Developer's Mailing Address

**If to County:**

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

- 31. **Recordation:** The County will record a copy of this Agreement in the Office of the Summit County Recorder, Coalville, Utah.
- 32. **Immunity:** Nothing contained in this Agreement constitutes a waiver of the County's sovereign immunity under any applicable state law, including the Governmental Immunity Act of Utah, UCA Title 63G, Chapter 7, as amended.
- 33. **Personal Jurisdiction and Venue:** Personal jurisdiction and venue for any civil action commenced by either Party to this Agreement whether arising out of or relating to this Agreement, Letter of Credit, Performance Bond, Disbursement Agreement, or Cash Bond will be deemed to be proper only if action is commenced in the Third District Court for Summit County, Utah. The Developer expressly waives his right to remove such action to any other court.
- 34. **Release:** This Agreement shall be extinguished only through formal acceptance of the Improvements and successful expiration of the Warranty Period per the provisions of this Agreement or through entering into a written **Release** between the County and the Developer (**Exhibit F**).

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

**DEVELOPER:** Promontory Development, LLC

By: *Kelli S. Brown*  
 Kelli S. Brown, General Manager

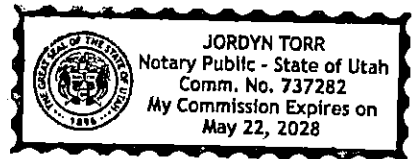
STATE OF UTAH )  
 ) ss.  
 COUNTY OF SUMMIT )

On this the 26<sup>th</sup> day of June, in the year 2024, personally appeared before me, Kelli S. Brown, whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me duly sworn/affirmed, did say that she is the General Manager of PROMONTORY DEVELOPMENT, LLC and that said document was signed by her in behalf of said Company by Authority of its operating agreement, or resolution of its managers or members and said Kelli S. Brown acknowledged to me that said Company executed the same.

Witness my hand and official seal.

*Jordyn Torr*  
 Notary Public

My commission expires: 5/22/2028



SUMMIT COUNTY

County Manager

By: Shayne Scott

Signature Shayne Scott

STATE OF UTAH

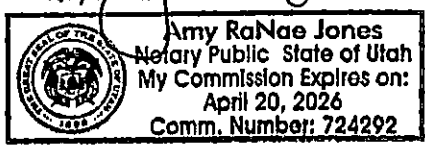
COUNTY OF Summit ) ss.

The foregoing instrument was acknowledged before me this 8<sup>th</sup> day of July 2024, by Shayne Scott

Witness my hand and official seal.

My commission expires: 4/20/2026

Amy R Jones  
Notary Public



Approved as to form:

Helen Stachey  
Deputy County Attorney

EXHIBIT A

**PROPERTY LEGAL DESCRIPTION**

(Insert Legal Description of the Property after this Page)

A PARCEL OF GROUND SITUATED IN THE NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 1 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN AND LOCATED IN SUMMIT COUNTY, UTAH, SAID PARCEL BEING DESCRIBED MORE PARTICULARLY AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH LINE OF PARCEL D, SILVER GATE RANCHES, A MASTER PLANNED COMMUNITY PHASE 1 SUBDIVISION, AS RECORDED IN THE OFFICE OF THE SUMMIT COUNTY RECORDER AS ENTRY #783699, SAID POINT BEING SOUTH 89°35'56" EAST ALONG THE SECTION LINE 1438.50 FEET FROM THE NORTHWEST CORNER OF SECTION 23, TOWNSHIP 1 SOUTH, RANGE 4 EAST, SALT LAKE BASE & MERIDIAN; AND RUNNING THENCE SOUTH 89°35'56" EAST ALONG SAID SOUTH LINE 324.86 FEET TO A POINT ON THE SOUTH LINE OF LOT 2, OF SAID SILVER GATES RANCHES SUBDIVISION; THENCE SOUTH 0°16'14" WEST 551.84 FEET TO A POINT ON A 458.60 FOOT NON-TANGENT RADIUS CURVE TO THE LEFT (CENTER BEARS SOUTH 29°56'30" WEST); THENCE NORTHWESTERLY ALONG SAID 458.60 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 17°00'25", A DISTANCE OF 136.12 FEET (CHORD BEARS NORTH 68°33'42" WEST 135.63 FEET) TO A POINT OF COMPOUND CURVATURE; THENCE NORTHWESTERLY ALONG THE ARC OF A 345.18 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 18°47'17", A DISTANCE OF 113.19 FEET (CHORD BEARS NORTH 86°27'33" WEST 112.68 FEET); THENCE SOUTH 84°08'49" WEST 111.03 FEET TO A POINT ON THE EASTERLY 100.00 FOOT WIDE RIGHT OF WAY LINE, AS RECORDED IN THE OFFICE OF THE SUMMIT COUNTY RECORDER IN BOOK 1506 ON PAGES 1541-1545; THENCE NORTHEASTERLY AND NORTHWESTERLY ALONG SAID EASTERLY RIGHT OF WAY LINE THE FOLLOWING FOUR (4) COURSES: 1) NORTH 20°21'24" EAST 77.37 FEET TO THE POINT OF CURVATURE OF A 550.00 RADIUS CURVE TO THE LEFT, 2) NORTHEASTERLY ALONG SAID 550.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 30°47'54", A DISTANCE OF 295.64 FEET (CHORD BEARS NORTH 4°57'26" EAST 292.10 FEET), 3) NORTH 10°26'31" WEST 110.64 FEET TO THE POINT OF CURVATURE OF A 450.00 FOOT RADIUS CURVE TO THE RIGHT, 4) NORTHWESTERLY ALONG SAID 450.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 4°42'10", A DISTANCE OF 36.93 FEET (CHORD BEARS NORTH 8°05'25" WEST 36.92 FEET) TO THE POINT OF BEGINNING.

CONTAINS: 156,315 SQ.FT. OR 3.588 ACRES (1 LOT)

SS-51-C-4

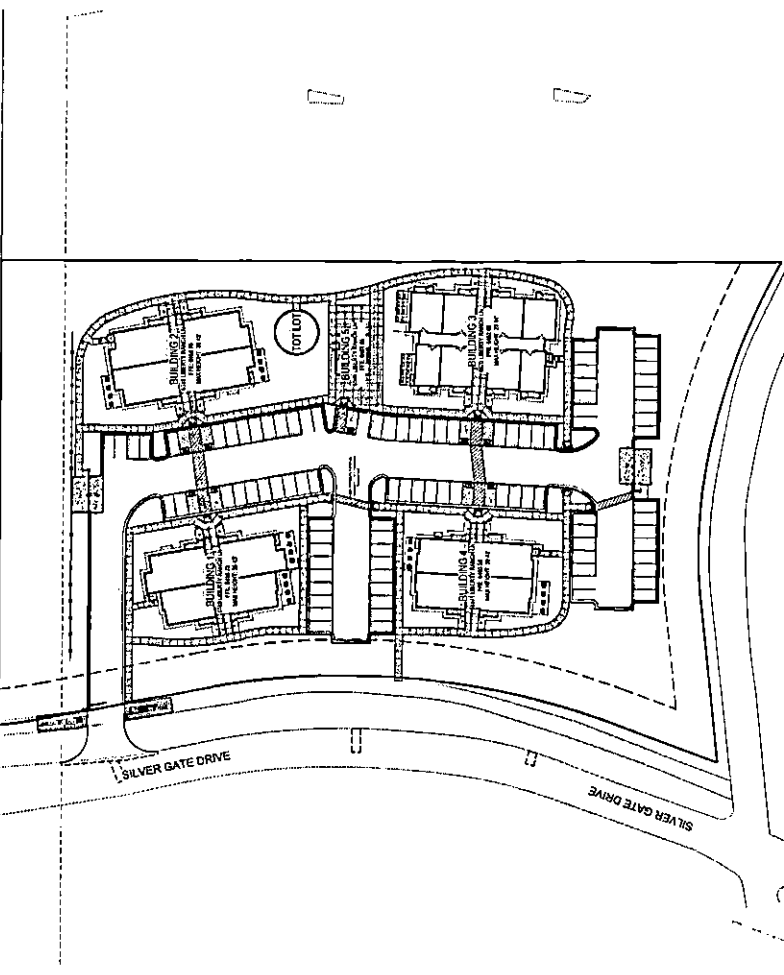
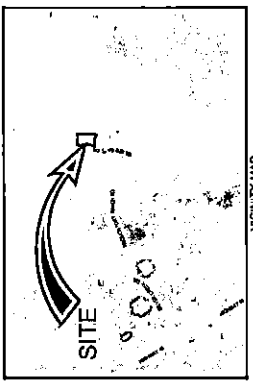
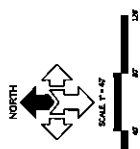
EXHIBIT B

**SITE IMPROVEMENTS PLAN**

(Insert Site Improvements Plan after this Page)

# LIBERTY RANCH AT STAR POINT CONSTRUCTION PLANS

6580 LIBERTY RANCH LANE  
 PARK CITY, UT 84098  
 LOCATED IN THE NORTHWEST QUARTER, SECTION 23,  
 TOWNSHIP 4 SOUTH, RANGE 4 EAST, SLEMAN



**DRAWING INDEX**

SHEET	DESCRIPTION
001	CONTRACT
002	GENERAL NOTES
003	FOUNDATION
004	FOUNDATION
005	FOUNDATION
006	FOUNDATION
007	FOUNDATION
008	FOUNDATION
009	FOUNDATION
010	FOUNDATION
011	FOUNDATION
012	FOUNDATION
013	FOUNDATION
014	FOUNDATION
015	FOUNDATION
016	FOUNDATION
017	FOUNDATION
018	FOUNDATION
019	FOUNDATION
020	FOUNDATION
021	FOUNDATION
022	FOUNDATION
023	FOUNDATION
024	FOUNDATION
025	FOUNDATION
026	FOUNDATION
027	FOUNDATION
028	FOUNDATION
029	FOUNDATION
030	FOUNDATION
031	FOUNDATION
032	FOUNDATION
033	FOUNDATION
034	FOUNDATION
035	FOUNDATION
036	FOUNDATION
037	FOUNDATION
038	FOUNDATION
039	FOUNDATION
040	FOUNDATION
041	FOUNDATION
042	FOUNDATION
043	FOUNDATION
044	FOUNDATION
045	FOUNDATION
046	FOUNDATION
047	FOUNDATION
048	FOUNDATION
049	FOUNDATION
050	FOUNDATION
051	FOUNDATION
052	FOUNDATION
053	FOUNDATION
054	FOUNDATION
055	FOUNDATION
056	FOUNDATION
057	FOUNDATION
058	FOUNDATION
059	FOUNDATION
060	FOUNDATION
061	FOUNDATION
062	FOUNDATION
063	FOUNDATION
064	FOUNDATION
065	FOUNDATION
066	FOUNDATION
067	FOUNDATION
068	FOUNDATION
069	FOUNDATION
070	FOUNDATION
071	FOUNDATION
072	FOUNDATION
073	FOUNDATION
074	FOUNDATION
075	FOUNDATION
076	FOUNDATION
077	FOUNDATION
078	FOUNDATION
079	FOUNDATION
080	FOUNDATION
081	FOUNDATION
082	FOUNDATION
083	FOUNDATION
084	FOUNDATION
085	FOUNDATION
086	FOUNDATION
087	FOUNDATION
088	FOUNDATION
089	FOUNDATION
090	FOUNDATION
091	FOUNDATION
092	FOUNDATION
093	FOUNDATION
094	FOUNDATION
095	FOUNDATION
096	FOUNDATION
097	FOUNDATION
098	FOUNDATION
099	FOUNDATION
100	FOUNDATION

**ALL WORK AND MATERIALS FOR WATER MUST CONFORM TO MOUNTAIN REGIONAL WATER SPECIAL SERVICE DESIGN STANDARDS AND SPECIFICATIONS**

**ALL WORK AND MATERIALS FOR SEWER MUST CONFORM TO SNYDERVILLE BASIN WATER RECLAMATION DISTRICT STANDARDS AND SPECIFICATIONS**

**ALL WORK AND MATERIALS MUST CONFORM TO SUMMIT COUNTY STANDARDS AND SPECIFICATIONS**

**DEVELOPER & OWNER**  
 GREAT ZEPHYRUS  
 4450 PALM CANYON AVENUE, SUITE 100  
 SALT LAKE CITY, UTAH 84111  
 801-487-1000

**McNEIL ENGINEERING**  
 1111 North Main Street, Suite 200 • Salt Lake City, Utah 84102  
 801-463-1111  
 Civil Engineering • Consulting & Landmarks Architecture  
 Forensic Engineering • Land Surveying & GIS

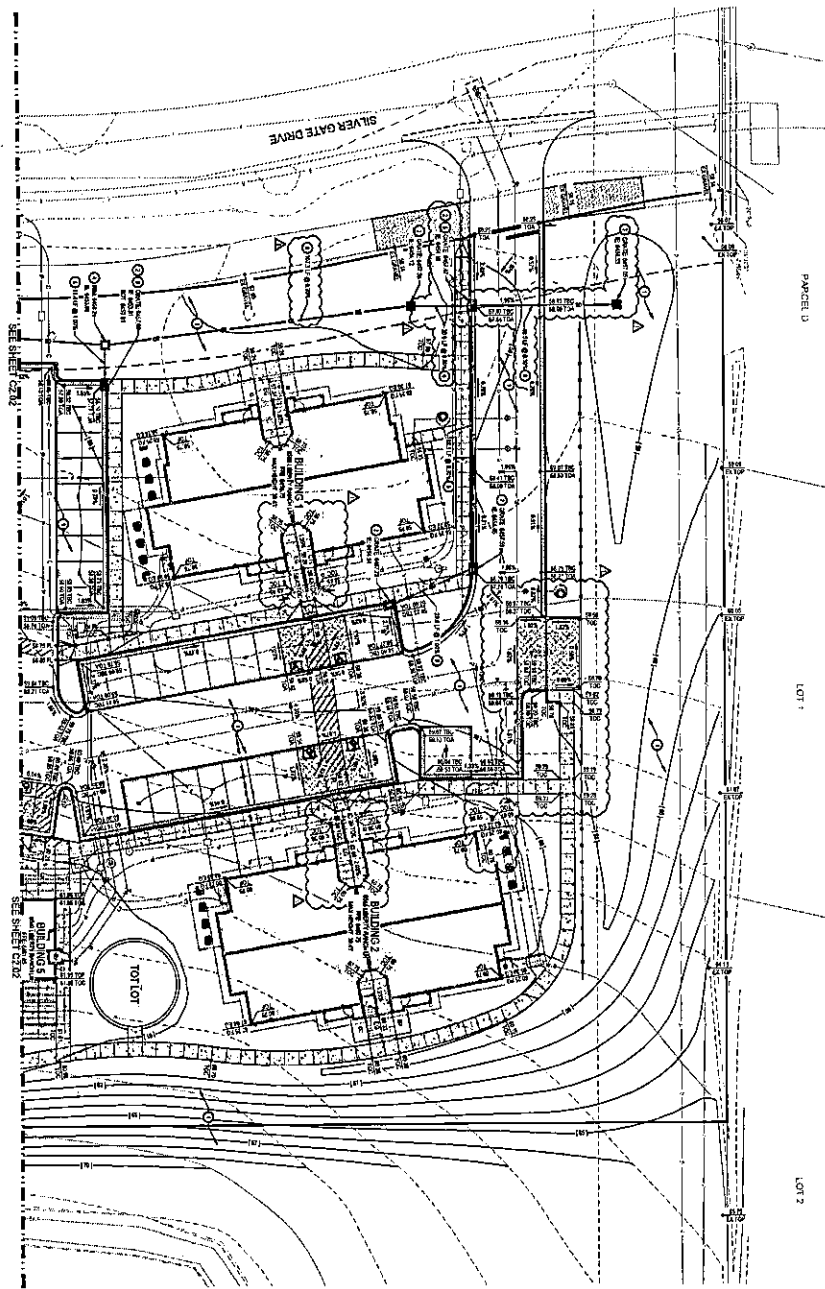












**NOTES:**

**BLUE STATES OF UTAH**

THE COMPANY SHALL BE RESPONSIBLE FOR THE LOCATION OF ALL UTILITIES ON THE PLAN AND FOR OBTAINING THE NECESSARY PERMITS FOR THE PLAN.

**COMMON GRADING ABBREVIATIONS:**

1 - 1" = 1' (VERTICAL)

2 - 1" = 1' (HORIZONTAL)

3 - 1" = 1' (VERTICAL)

4 - 1" = 1' (HORIZONTAL)

5 - 1" = 1' (VERTICAL)

6 - 1" = 1' (HORIZONTAL)

7 - 1" = 1' (VERTICAL)

8 - 1" = 1' (HORIZONTAL)

9 - 1" = 1' (VERTICAL)

10 - 1" = 1' (HORIZONTAL)

11 - 1" = 1' (VERTICAL)

12 - 1" = 1' (HORIZONTAL)

13 - 1" = 1' (VERTICAL)

14 - 1" = 1' (HORIZONTAL)

15 - 1" = 1' (VERTICAL)

16 - 1" = 1' (HORIZONTAL)

17 - 1" = 1' (VERTICAL)

18 - 1" = 1' (HORIZONTAL)

19 - 1" = 1' (VERTICAL)

20 - 1" = 1' (HORIZONTAL)

**GENERAL NOTES:**

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AND STATE AUTHORITIES.

2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION OF ALL UTILITIES ON THE PLAN AND FOR OBTAINING THE NECESSARY PERMITS FOR THE PLAN.

3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES.

4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING TREES AND LANDSCAPING.

5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING ROADS AND DRIVEWAYS.

6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING FENCES AND WALLS.

7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING SIGNAGE AND MARKINGS.

8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES.

9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING TREES AND LANDSCAPING.

10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING ROADS AND DRIVEWAYS.

11. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING FENCES AND WALLS.

12. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING SIGNAGE AND MARKINGS.

**REVISIONS:**

1. 10/11/2021 - 1" = 1' (VERTICAL)

2. 10/11/2021 - 1" = 1' (HORIZONTAL)

3. 10/11/2021 - 1" = 1' (VERTICAL)

4. 10/11/2021 - 1" = 1' (HORIZONTAL)

5. 10/11/2021 - 1" = 1' (VERTICAL)

6. 10/11/2021 - 1" = 1' (HORIZONTAL)

7. 10/11/2021 - 1" = 1' (VERTICAL)

8. 10/11/2021 - 1" = 1' (HORIZONTAL)

9. 10/11/2021 - 1" = 1' (VERTICAL)

10. 10/11/2021 - 1" = 1' (HORIZONTAL)

11. 10/11/2021 - 1" = 1' (VERTICAL)

12. 10/11/2021 - 1" = 1' (HORIZONTAL)

13. 10/11/2021 - 1" = 1' (VERTICAL)

14. 10/11/2021 - 1" = 1' (HORIZONTAL)

15. 10/11/2021 - 1" = 1' (VERTICAL)

16. 10/11/2021 - 1" = 1' (HORIZONTAL)

17. 10/11/2021 - 1" = 1' (VERTICAL)

18. 10/11/2021 - 1" = 1' (HORIZONTAL)

19. 10/11/2021 - 1" = 1' (VERTICAL)

20. 10/11/2021 - 1" = 1' (HORIZONTAL)

**REVISIONS:**

1. 10/11/2021 - 1" = 1' (VERTICAL)

2. 10/11/2021 - 1" = 1' (HORIZONTAL)

3. 10/11/2021 - 1" = 1' (VERTICAL)

4. 10/11/2021 - 1" = 1' (HORIZONTAL)

5. 10/11/2021 - 1" = 1' (VERTICAL)

6. 10/11/2021 - 1" = 1' (HORIZONTAL)

7. 10/11/2021 - 1" = 1' (VERTICAL)

8. 10/11/2021 - 1" = 1' (HORIZONTAL)

9. 10/11/2021 - 1" = 1' (VERTICAL)

10. 10/11/2021 - 1" = 1' (HORIZONTAL)

11. 10/11/2021 - 1" = 1' (VERTICAL)

12. 10/11/2021 - 1" = 1' (HORIZONTAL)

13. 10/11/2021 - 1" = 1' (VERTICAL)

14. 10/11/2021 - 1" = 1' (HORIZONTAL)

15. 10/11/2021 - 1" = 1' (VERTICAL)

16. 10/11/2021 - 1" = 1' (HORIZONTAL)

17. 10/11/2021 - 1" = 1' (VERTICAL)

18. 10/11/2021 - 1" = 1' (HORIZONTAL)

19. 10/11/2021 - 1" = 1' (VERTICAL)

20. 10/11/2021 - 1" = 1' (HORIZONTAL)

**REVISIONS:**

1. 10/11/2021 - 1" = 1' (VERTICAL)

2. 10/11/2021 - 1" = 1' (HORIZONTAL)

3. 10/11/2021 - 1" = 1' (VERTICAL)

4. 10/11/2021 - 1" = 1' (HORIZONTAL)

5. 10/11/2021 - 1" = 1' (VERTICAL)

6. 10/11/2021 - 1" = 1' (HORIZONTAL)

7. 10/11/2021 - 1" = 1' (VERTICAL)

8. 10/11/2021 - 1" = 1' (HORIZONTAL)

9. 10/11/2021 - 1" = 1' (VERTICAL)

10. 10/11/2021 - 1" = 1' (HORIZONTAL)

11. 10/11/2021 - 1" = 1' (VERTICAL)

12. 10/11/2021 - 1" = 1' (HORIZONTAL)

13. 10/11/2021 - 1" = 1' (VERTICAL)

14. 10/11/2021 - 1" = 1' (HORIZONTAL)

15. 10/11/2021 - 1" = 1' (VERTICAL)

16. 10/11/2021 - 1" = 1' (HORIZONTAL)

17. 10/11/2021 - 1" = 1' (VERTICAL)

18. 10/11/2021 - 1" = 1' (HORIZONTAL)

19. 10/11/2021 - 1" = 1' (VERTICAL)

20. 10/11/2021 - 1" = 1' (HORIZONTAL)

**REVISIONS:**

1. 10/11/2021 - 1" = 1' (VERTICAL)

2. 10/11/2021 - 1" = 1' (HORIZONTAL)

3. 10/11/2021 - 1" = 1' (VERTICAL)

4. 10/11/2021 - 1" = 1' (HORIZONTAL)

5. 10/11/2021 - 1" = 1' (VERTICAL)

6. 10/11/2021 - 1" = 1' (HORIZONTAL)

7. 10/11/2021 - 1" = 1' (VERTICAL)

8. 10/11/2021 - 1" = 1' (HORIZONTAL)

9. 10/11/2021 - 1" = 1' (VERTICAL)

10. 10/11/2021 - 1" = 1' (HORIZONTAL)

11. 10/11/2021 - 1" = 1' (VERTICAL)

12. 10/11/2021 - 1" = 1' (HORIZONTAL)

13. 10/11/2021 - 1" = 1' (VERTICAL)

14. 10/11/2021 - 1" = 1' (HORIZONTAL)

15. 10/11/2021 - 1" = 1' (VERTICAL)

16. 10/11/2021 - 1" = 1' (HORIZONTAL)

17. 10/11/2021 - 1" = 1' (VERTICAL)

18. 10/11/2021 - 1" = 1' (HORIZONTAL)

19. 10/11/2021 - 1" = 1' (VERTICAL)

20. 10/11/2021 - 1" = 1' (HORIZONTAL)

**REVISIONS:**

1. 10/11/2021 - 1" = 1' (VERTICAL)

2. 10/11/2021 - 1" = 1' (HORIZONTAL)

3. 10/11/2021 - 1" = 1' (VERTICAL)

4. 10/11/2021 - 1" = 1' (HORIZONTAL)

5. 10/11/2021 - 1" = 1' (VERTICAL)

6. 10/11/2021 - 1" = 1' (HORIZONTAL)

7. 10/11/2021 - 1" = 1' (VERTICAL)

8. 10/11/2021 - 1" = 1' (HORIZONTAL)

9. 10/11/2021 - 1" = 1' (VERTICAL)

10. 10/11/2021 - 1" = 1' (HORIZONTAL)

11. 10/11/2021 - 1" = 1' (VERTICAL)

12. 10/11/2021 - 1" = 1' (HORIZONTAL)

13. 10/11/2021 - 1" = 1' (VERTICAL)

14. 10/11/2021 - 1" = 1' (HORIZONTAL)

15. 10/11/2021 - 1" = 1' (VERTICAL)

16. 10/11/2021 - 1" = 1' (HORIZONTAL)

17. 10/11/2021 - 1" = 1' (VERTICAL)

18. 10/11/2021 - 1" = 1' (HORIZONTAL)

19. 10/11/2021 - 1" = 1' (VERTICAL)

20. 10/11/2021 - 1" = 1' (HORIZONTAL)

REV	DATE	DESCRIPTION
1	10/11/2021	1" = 1' (VERTICAL)
2	10/11/2021	1" = 1' (HORIZONTAL)
3	10/11/2021	1" = 1' (VERTICAL)
4	10/11/2021	1" = 1' (HORIZONTAL)
5	10/11/2021	1" = 1' (VERTICAL)
6	10/11/2021	1" = 1' (HORIZONTAL)
7	10/11/2021	1" = 1' (VERTICAL)
8	10/11/2021	1" = 1' (HORIZONTAL)
9	10/11/2021	1" = 1' (VERTICAL)
10	10/11/2021	1" = 1' (HORIZONTAL)
11	10/11/2021	1" = 1' (VERTICAL)
12	10/11/2021	1" = 1' (HORIZONTAL)
13	10/11/2021	1" = 1' (VERTICAL)
14	10/11/2021	1" = 1' (HORIZONTAL)
15	10/11/2021	1" = 1' (VERTICAL)
16	10/11/2021	1" = 1' (HORIZONTAL)
17	10/11/2021	1" = 1' (VERTICAL)
18	10/11/2021	1" = 1' (HORIZONTAL)
19	10/11/2021	1" = 1' (VERTICAL)
20	10/11/2021	1" = 1' (HORIZONTAL)

**LIBERTY RANCH AT STAR POINT**

6580 LIBERTY RANCH LANE  
PARK CITY, UT 84098  
LOCATED IN THE NORTHWEST QUARTER SECTION 23, T1S, R4E, S1B&M



**McNEIL ENGINEERING**

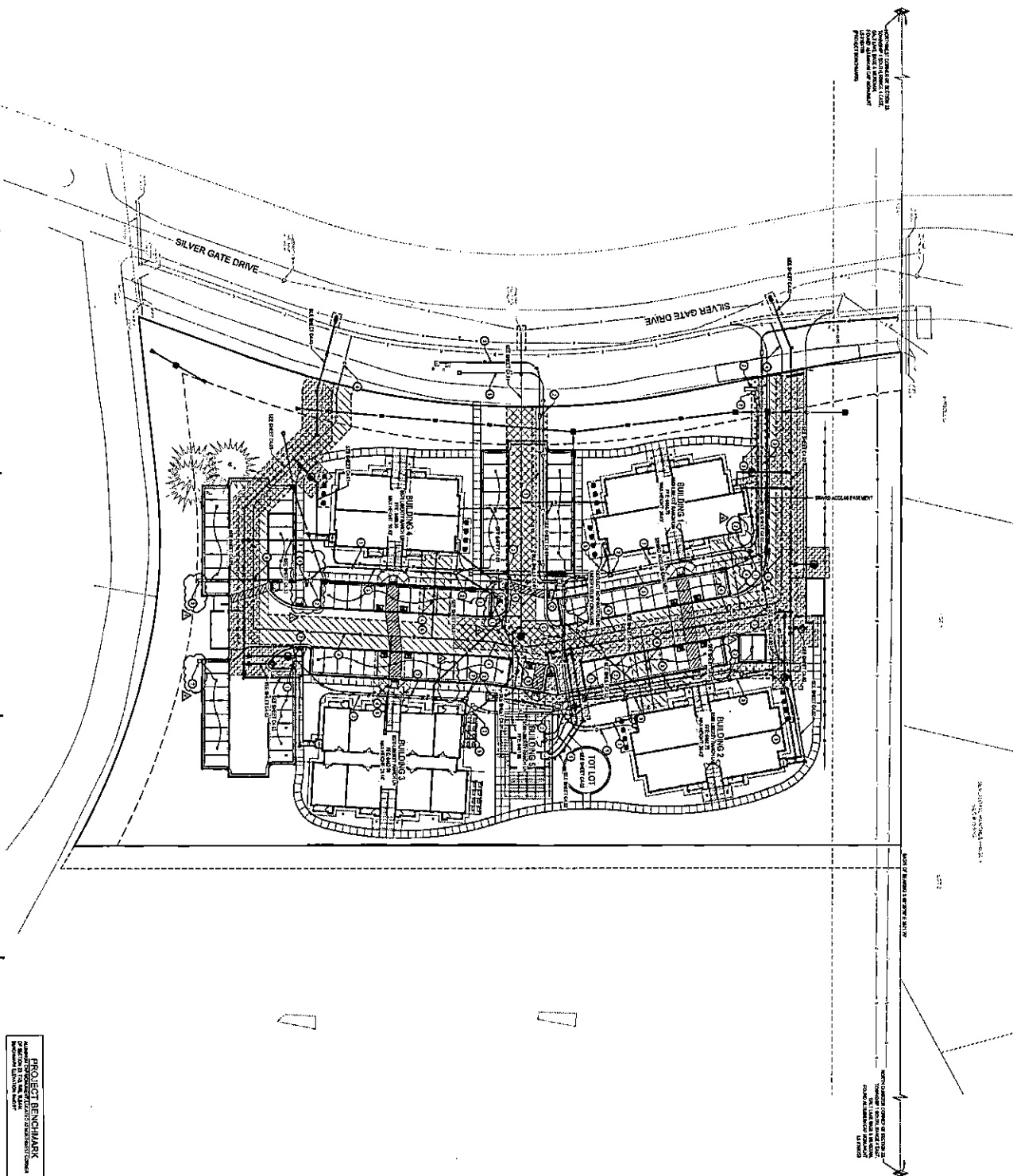
Economic and Sustainable Design, Professionals You Know and Trust

677 South Sandy Parkway, Suite 200 Sandy, Utah 84070 801.255.7700 [mcneilengineering.com](http://mcneilengineering.com)

Civil Engineering • Consulting & Landscape Architecture  
Structural Engineering • Land Surveying & HDS







**PROJECT BENCHMARK**  
 ALL DIMENSIONS TO THE FACE UNLESS NOTED OTHERWISE



**NOTES**  
 THE COMPANY SHALL BE RESPONSIBLE FOR THE LOCATION OF ALL UTILITY LINES AND SHALL OBTAIN ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL GOVERNMENT AGENCIES.

- GENERAL NOTES:**
1. ALL DIMENSIONS TO THE FACE UNLESS NOTED OTHERWISE.
  2. THE COMPANY SHALL BE RESPONSIBLE FOR THE LOCATION OF ALL UTILITY LINES AND SHALL OBTAIN ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL GOVERNMENT AGENCIES.
  3. THE COMPANY SHALL BE RESPONSIBLE FOR THE LOCATION OF ALL UTILITY LINES AND SHALL OBTAIN ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL GOVERNMENT AGENCIES.
  4. THE COMPANY SHALL BE RESPONSIBLE FOR THE LOCATION OF ALL UTILITY LINES AND SHALL OBTAIN ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL GOVERNMENT AGENCIES.
  5. THE COMPANY SHALL BE RESPONSIBLE FOR THE LOCATION OF ALL UTILITY LINES AND SHALL OBTAIN ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL GOVERNMENT AGENCIES.
  6. THE COMPANY SHALL BE RESPONSIBLE FOR THE LOCATION OF ALL UTILITY LINES AND SHALL OBTAIN ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL GOVERNMENT AGENCIES.
  7. THE COMPANY SHALL BE RESPONSIBLE FOR THE LOCATION OF ALL UTILITY LINES AND SHALL OBTAIN ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL GOVERNMENT AGENCIES.
  8. THE COMPANY SHALL BE RESPONSIBLE FOR THE LOCATION OF ALL UTILITY LINES AND SHALL OBTAIN ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL GOVERNMENT AGENCIES.
  9. THE COMPANY SHALL BE RESPONSIBLE FOR THE LOCATION OF ALL UTILITY LINES AND SHALL OBTAIN ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL GOVERNMENT AGENCIES.
  10. THE COMPANY SHALL BE RESPONSIBLE FOR THE LOCATION OF ALL UTILITY LINES AND SHALL OBTAIN ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL GOVERNMENT AGENCIES.

**UTILITY EASEMENT LEGEND**

- 1. 10' SIDEWALK EASEMENT
- 2. 5' SIDEWALK EASEMENT
- 3. 5' SIDEWALK EASEMENT
- 4. 5' SIDEWALK EASEMENT
- 5. 5' SIDEWALK EASEMENT
- 6. 5' SIDEWALK EASEMENT
- 7. 5' SIDEWALK EASEMENT
- 8. 5' SIDEWALK EASEMENT
- 9. 5' SIDEWALK EASEMENT
- 10. 5' SIDEWALK EASEMENT

**REVISIONS**

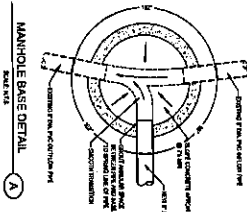
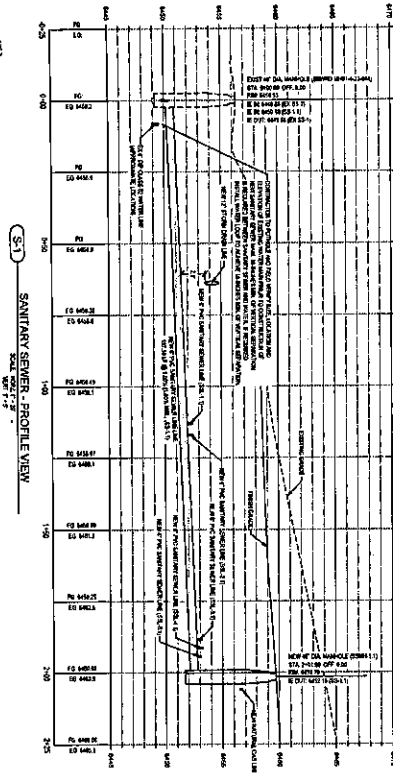
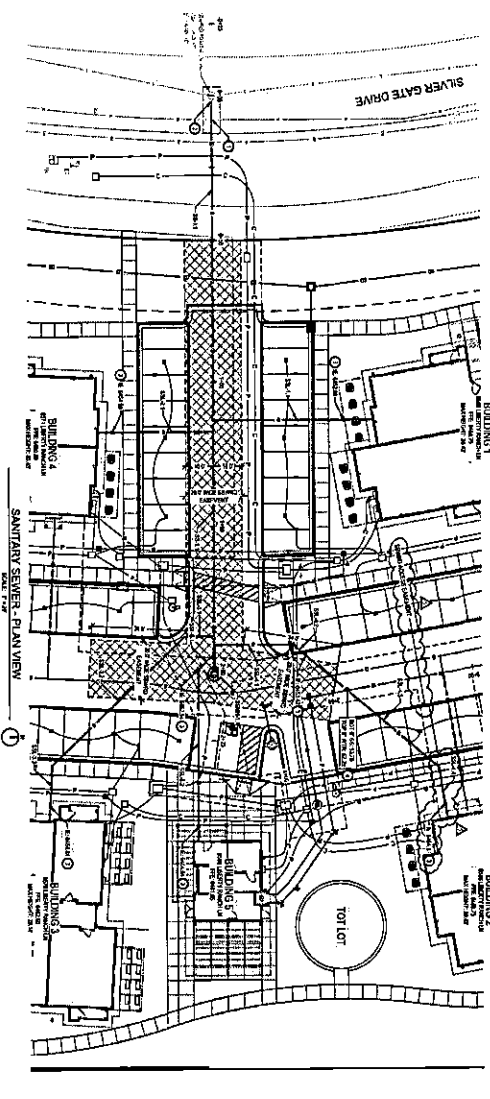
REV	DATE	DESCRIPTION
1	08/15/21	ISSUED & SHOWN COMMENTS
2	08/17/21	UTILITY REVISIONS
3	08/20/21	ISSUED COMMENTS
4	08/25/21	SITE AND UTILITY REVISIONS
5	11/08/21	UTILITY REVISIONS
6	02/25/24	ELECTRICAL REVISIONS

**LIBERTY RANCH AT STAR POINT**  
 6580 LIBERTY RANCH LANE  
 PARK CITY, UT 84098  
 LOCATED IN THE NORTHWEST QUARTER SECTION 23, T15, R4E, 5LB&M



**McNEIL ENGINEERING**  
 Economic and Sustainable Design, Professionals You Know and Trust  
 4812 South Sandy Parkway, Suite 200 Sandy, Utah 84070 801.555.7799 [mcneilengineering.com](http://mcneilengineering.com)  
 Civil Engineering • Consulting & Landscape Architecture  
 Structural Engineering • Land Surveying & HD3





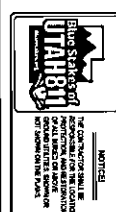
PIPE NO.	START STATION	END STATION	PIPE SIZE	PIPE MATERIAL	DEPTH	MANHOLE NO.
MS1	4+00	4+10	18"	HDPE	4'-0"	MS1
MS2	4+10	4+20	18"	HDPE	4'-0"	MS2
MS3	4+20	4+30	18"	HDPE	4'-0"	MS3
MS4	4+30	4+40	18"	HDPE	4'-0"	MS4
MS5	4+40	4+50	18"	HDPE	4'-0"	MS5
MS6	4+50	4+60	18"	HDPE	4'-0"	MS6
MS7	4+60	4+70	18"	HDPE	4'-0"	MS7
MS8	4+70	4+80	18"	HDPE	4'-0"	MS8
MS9	4+80	4+90	18"	HDPE	4'-0"	MS9
MS10	4+90	4+00	18"	HDPE	4'-0"	MS10

PIPE NO.	START STATION	END STATION	PIPE SIZE	PIPE MATERIAL	DEPTH	MANHOLE NO.
ML1	4+00	4+05	12"	HDPE	4'-0"	MS1
ML2	4+05	4+10	12"	HDPE	4'-0"	MS1
ML3	4+10	4+15	12"	HDPE	4'-0"	MS2
ML4	4+15	4+20	12"	HDPE	4'-0"	MS2
ML5	4+20	4+25	12"	HDPE	4'-0"	MS3
ML6	4+25	4+30	12"	HDPE	4'-0"	MS3
ML7	4+30	4+35	12"	HDPE	4'-0"	MS4
ML8	4+35	4+40	12"	HDPE	4'-0"	MS4
ML9	4+40	4+45	12"	HDPE	4'-0"	MS5
ML10	4+45	4+50	12"	HDPE	4'-0"	MS5

**GENERAL NOTES:**

- ALL NOTES TO BE READ IN CONJUNCTION WITH THE SPECIFICATIONS AND CONTRACT DOCUMENTS.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITIES.
- THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AND UTILITIES AT ALL TIMES.
- THE CONTRACTOR SHALL PROTECT ALL EXISTING UTILITIES AND STRUCTURES.
- THE CONTRACTOR SHALL MAINTAIN THE PROPOSED SEWER LINE AT ALL TIMES.
- THE CONTRACTOR SHALL MAINTAIN THE PROPOSED SEWER LINE AT ALL TIMES.
- THE CONTRACTOR SHALL MAINTAIN THE PROPOSED SEWER LINE AT ALL TIMES.
- THE CONTRACTOR SHALL MAINTAIN THE PROPOSED SEWER LINE AT ALL TIMES.
- THE CONTRACTOR SHALL MAINTAIN THE PROPOSED SEWER LINE AT ALL TIMES.
- THE CONTRACTOR SHALL MAINTAIN THE PROPOSED SEWER LINE AT ALL TIMES.

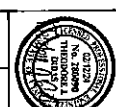
**PROJECT BENCHMARK**  
 4400 SOUTH 1000 WEST, SALT LAKE CITY, UT 84143



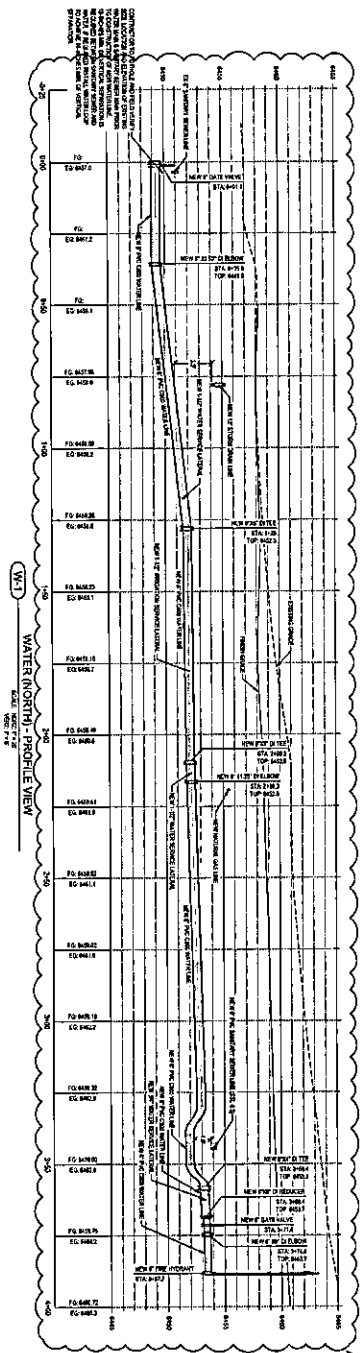
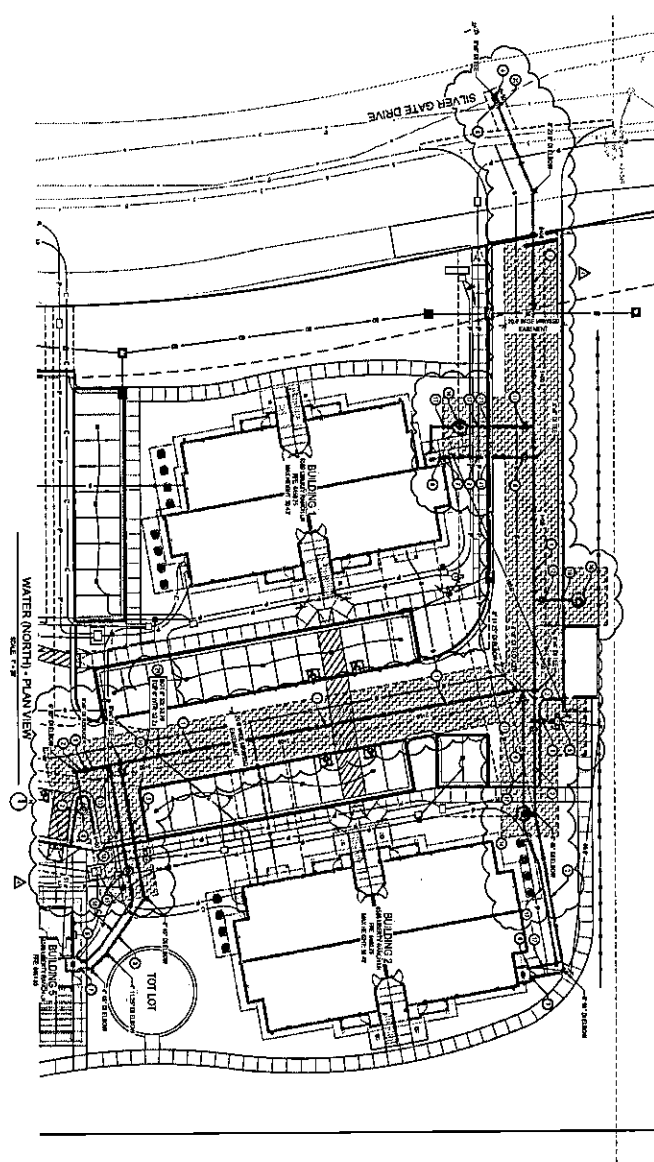
**NOTICE:**  
 THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITIES.

REV	DATE	DESCRIPTION
01	04/15/21	ISSUED FOR PERMITS
02	04/15/21	ISSUED FOR PERMITS
03	04/15/21	ISSUED FOR PERMITS
04	04/15/21	ISSUED FOR PERMITS
05	04/15/21	ISSUED FOR PERMITS
06	04/15/21	ISSUED FOR PERMITS
07	04/15/21	ISSUED FOR PERMITS
08	04/15/21	ISSUED FOR PERMITS
09	04/15/21	ISSUED FOR PERMITS
10	04/15/21	ISSUED FOR PERMITS

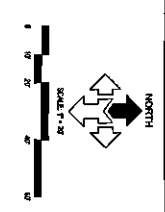
**LIBERTY RANCH AT STAR POINT**  
 6580 LIBERTY RANCH LANE  
 PARK CITY, UT 84098  
 LOCATED IN THE NORTHWEST QUARTER SECTION 23, T1S, R4E, 5LB&M



**McNEIL ENGINEERING**  
 Economic and Sustainable Design, Professionals You Know and Trust  
 8410 South Sandy Parkway, Suite 200, Sandy, Utah 84070 801.553.7700 mcneilengineering.com  
 Civil Engineering • Consulting & Landscape Architecture  
 Structural Engineering • Land Surveying & HDS



**PROJECT BENCHMARK**  
 5400.00' ±  
 5400.00' ±  
 5400.00' ±



**GENERAL NOTES:**

1. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
2. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE UTAH CONSTRUCTION CODES AND ALL APPLICABLE LOCAL ORDINANCES.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.
4. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING UTILITIES AND STRUCTURES.
6. THE CONTRACTOR SHALL MAINTAIN ADEQUATE DRAINAGE AND EROSION CONTROL MEASURES THROUGHOUT CONSTRUCTION.
7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND RESTORATION OF ALL NATURAL RESOURCES.
8. THE CONTRACTOR SHALL MAINTAIN ADEQUATE ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.
9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND RESTORATION OF ALL NATURAL RESOURCES.
10. THE CONTRACTOR SHALL MAINTAIN ADEQUATE ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.

**KEYNOTES:**

1. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
2. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE UTAH CONSTRUCTION CODES AND ALL APPLICABLE LOCAL ORDINANCES.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.
4. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING UTILITIES AND STRUCTURES.
6. THE CONTRACTOR SHALL MAINTAIN ADEQUATE DRAINAGE AND EROSION CONTROL MEASURES THROUGHOUT CONSTRUCTION.
7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND RESTORATION OF ALL NATURAL RESOURCES.
8. THE CONTRACTOR SHALL MAINTAIN ADEQUATE ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.
9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND RESTORATION OF ALL NATURAL RESOURCES.
10. THE CONTRACTOR SHALL MAINTAIN ADEQUATE ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.

**WATER NOTES:**

1. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
2. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE UTAH CONSTRUCTION CODES AND ALL APPLICABLE LOCAL ORDINANCES.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.
4. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING UTILITIES AND STRUCTURES.
6. THE CONTRACTOR SHALL MAINTAIN ADEQUATE DRAINAGE AND EROSION CONTROL MEASURES THROUGHOUT CONSTRUCTION.
7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND RESTORATION OF ALL NATURAL RESOURCES.
8. THE CONTRACTOR SHALL MAINTAIN ADEQUATE ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.
9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND RESTORATION OF ALL NATURAL RESOURCES.
10. THE CONTRACTOR SHALL MAINTAIN ADEQUATE ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.



REV	DATE	DESCRIPTION
01	06/27/17	ISSUED FOR PERMITS
02	07/17/17	UTILITY REVISIONS
03	08/22/17	ISSUE & UTILITY REVISIONS

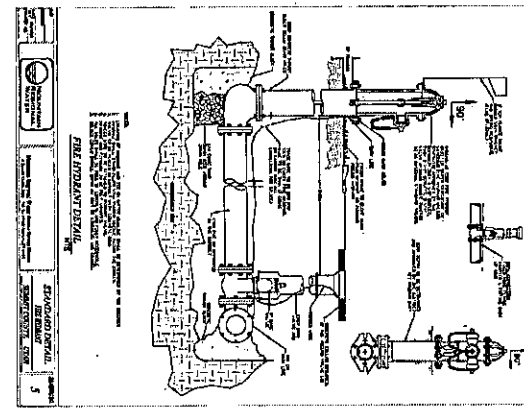
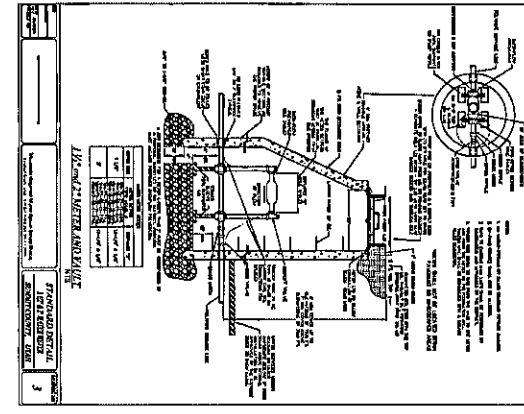
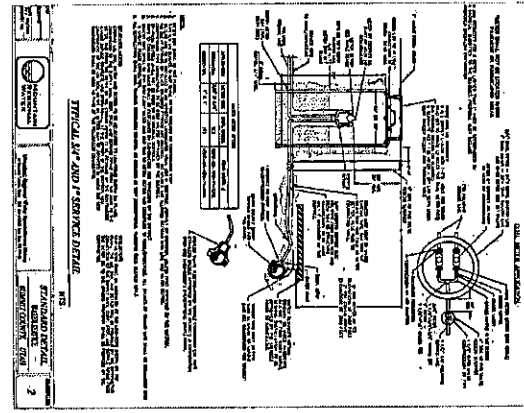
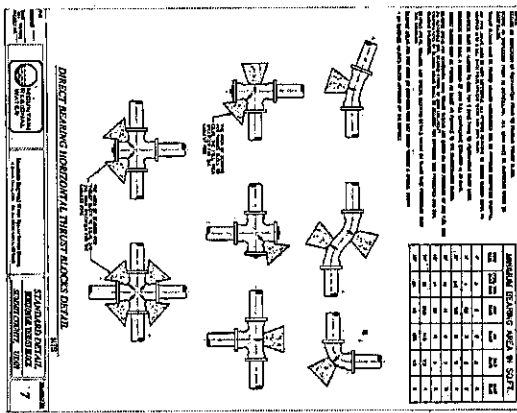
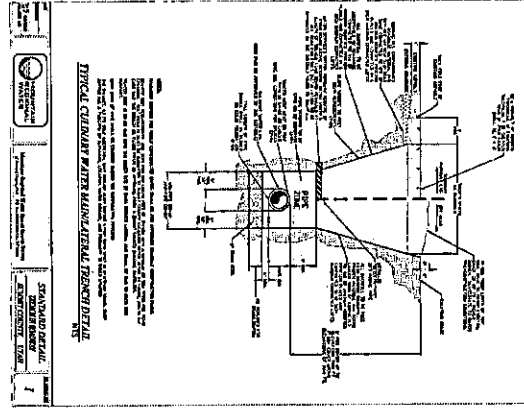
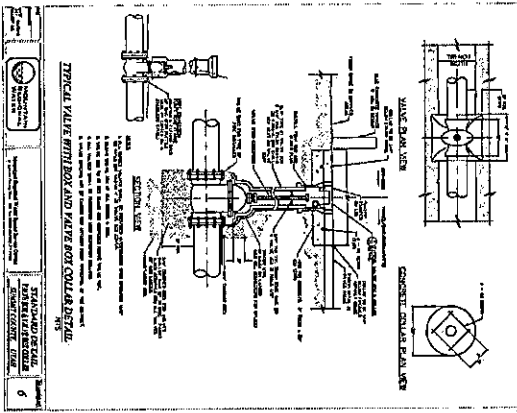
**LIBERTY RANCH AT STAR POINT**  
 6580 LIBERTY RANCH LANE  
 PARK CITY, UT 84098  
 LOCATED IN THE NORTHWEST QUARTER SECTION 23, T1S, R4E, S1B&M

**McNEIL ENGINEERING**  
 License and Renewable Design, Professionals You Know and Trust  
 6113 North Sandy Parkway, Suite 200, Sandy, Utah 84079 801.223.7770 www.mcneilengineering.com  
 Civil Engineering • Consulting & Landscape Architecture  
 Structural Engineering • Land Surveying & MDS









REVISIONS	
REV	DATE

**LIBERTY RANCH AT STAR POINT**  
 6580 LIBERTY RANCH LANE  
 PARK CITY, UT 84098  
 LOCATED IN THE NORTHWEST QUARTER SECTION 23, T15, R4E, S15B&M



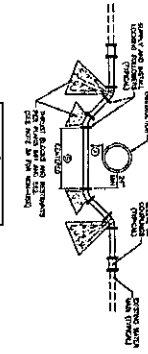
**McNEIL ENGINEERING**  
 Economic and Sustainable Design, Professionals You Know and Trust  
 6410 South Sandy Parkway, Suite 200, Sandy, Utah 84078 801.533.7799 [mcneilengineering.com](http://mcneilengineering.com)  
 Civil Engineering • Consulting & Landscape Architecture  
 Structural Engineering • Land Surveying & MDS

**C5.04**  
 MOUNTAIN REGIONAL WATER DWGS

STYLE A

TABLE OF DIMENSIONS

NO.	DESCRIPTION	UNIT	VALUE
1	MINIMUM CLEARANCE	FT	5.0
2	MINIMUM CLEARANCE	FT	5.0
3	MINIMUM CLEARANCE	FT	5.0
4	MINIMUM CLEARANCE	FT	5.0



Water main line loop

543.1  
MAY 2011

REVISIONS	
REV	DATE

**LIBERTY RANCH AT STAR POINT**  
 6580 LIBERTY RANCH LANE  
 PARK CITY, UT 84098  
 LOCATED IN THE NORTHWEST QUARTER SECTION 23, T15, R4E, S18&M

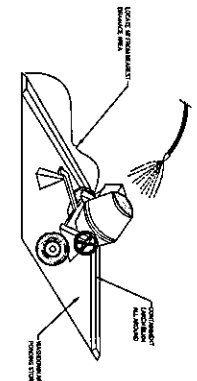


**McNEIL ENGINEERING™**  
 Economic and Sustainable Design. Professionals You Know and Trust  
 8410 South Sandy Parkway, Suite 200 Sandy, Utah 84070 801.333.7700 [mcneilengineering.com](http://mcneilengineering.com)  
 Civil Engineering • Consulting & Landscape Architecture  
 Structural Engineering • Land Surveying & MDS

C5.03  
 APWA  
 STANDARD  
 PLANS







**DESCRIPTION:**  
 This system is designed to collect and transport concrete waste from the job site to a central collection bin. The system consists of a hopper, a conveyor, and a collection bin. The hopper is located at the point of concrete placement and is connected to the conveyor by a flexible hose. The conveyor is supported by a frame and is driven by a motor. The collection bin is located at the end of the conveyor and is designed to hold the concrete waste until it can be removed from the site.

**APPLICATIONS:**

- Concrete waste collection
- Concrete waste transport
- Concrete waste disposal

**COMPONENTS:**

- Hopper
- Conveyor
- Collection bin
- Motor
- Frame
- Hose

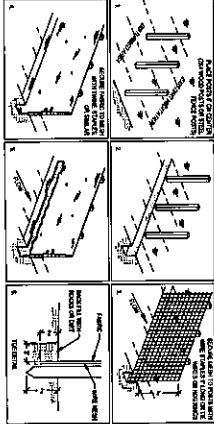
**INSTALLATION:**

1. Determine the location of the hopper, conveyor, and collection bin.
2. Excavate the area for the hopper and collection bin.
3. Install the hopper and collection bin.
4. Install the conveyor and motor.
5. Connect the hopper to the conveyor.
6. Test the system.

**CONCRETE WASTE MANAGEMENT**

SCALE: 1/8" = 1'-0"

21



**DESCRIPTION:**  
 This system is designed to collect and transport concrete waste from the job site to a central collection bin. The system consists of a hopper, a conveyor, and a collection bin. The hopper is located at the point of concrete placement and is connected to the conveyor by a flexible hose. The conveyor is supported by a frame and is driven by a motor. The collection bin is located at the end of the conveyor and is designed to hold the concrete waste until it can be removed from the site.

**APPLICATIONS:**

- Concrete waste collection
- Concrete waste transport
- Concrete waste disposal

**COMPONENTS:**

- Hopper
- Conveyor
- Collection bin
- Motor
- Frame
- Hose

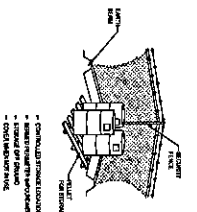
**INSTALLATION:**

1. Determine the location of the hopper, conveyor, and collection bin.
2. Excavate the area for the hopper and collection bin.
3. Install the hopper and collection bin.
4. Install the conveyor and motor.
5. Connect the hopper to the conveyor.
6. Test the system.

**SILT FENCE**

SCALE: 1/8" = 1'-0"

21



**DESCRIPTION:**  
 This sock is designed to filter out sediment and debris from water. The sock is made of a mesh material and is attached to a filter. The sock is placed in a stream or channel of water and the filter is placed in a container. The water flows through the sock and the filter, and the sediment and debris are caught in the sock and filter.

**APPLICATIONS:**

- Water filtration
- Sediment removal
- Debris removal

**COMPONENTS:**

- Mesh sock
- Filter

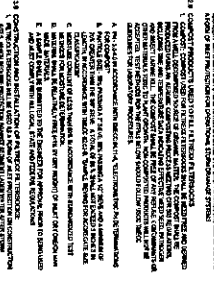
**INSTALLATION:**

1. Determine the location of the sock and filter.
2. Excavate the area for the sock and filter.
3. Install the sock and filter.
4. Test the system.

**FILTER SOCK SPECIFICATION**

SCALE: 1/8" = 1'-0"

21



**DESCRIPTION:**  
 This sock is designed to filter out sediment and debris from water. The sock is made of a mesh material and is attached to a filter. The sock is placed in a stream or channel of water and the filter is placed in a container. The water flows through the sock and the filter, and the sediment and debris are caught in the sock and filter.

**APPLICATIONS:**

- Water filtration
- Sediment removal
- Debris removal

**COMPONENTS:**

- Mesh sock
- Filter

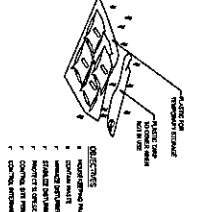
**INSTALLATION:**

1. Determine the location of the sock and filter.
2. Excavate the area for the sock and filter.
3. Install the sock and filter.
4. Test the system.

**FILTER SOCK SPECIFICATION**

SCALE: 1/8" = 1'-0"

21



**DESCRIPTION:**  
 This system is designed to store materials in a secure and organized manner. The system consists of a storage bin and a conveyor. The storage bin is located at the end of the conveyor and is designed to hold the materials until they can be removed from the site.

**APPLICATIONS:**

- Material storage
- Material transport
- Material disposal

**COMPONENTS:**

- Storage bin
- Conveyor

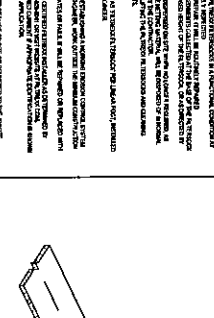
**INSTALLATION:**

1. Determine the location of the storage bin and conveyor.
2. Excavate the area for the storage bin and conveyor.
3. Install the storage bin and conveyor.
4. Test the system.

**MATERIALS STORAGE**

SCALE: 1/8" = 1'-0"

21



**DESCRIPTION:**  
 This system is designed to store materials in a secure and organized manner. The system consists of a storage bin and a conveyor. The storage bin is located at the end of the conveyor and is designed to hold the materials until they can be removed from the site.

**APPLICATIONS:**

- Material storage
- Material transport
- Material disposal

**COMPONENTS:**

- Storage bin
- Conveyor

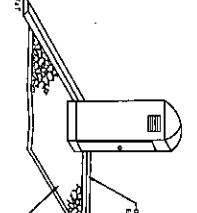
**INSTALLATION:**

1. Determine the location of the storage bin and conveyor.
2. Excavate the area for the storage bin and conveyor.
3. Install the storage bin and conveyor.
4. Test the system.

**FILTER SOCK SPECIFICATION**

SCALE: 1/8" = 1'-0"

21



**DESCRIPTION:**  
 This portable toilet is designed for use in construction sites. It is made of a durable material and is easy to install and use. The toilet is located in a secure and organized manner.

**APPLICATIONS:**

- Portable toilet
- Construction site
- Material storage

**COMPONENTS:**

- Toilet
- Structure

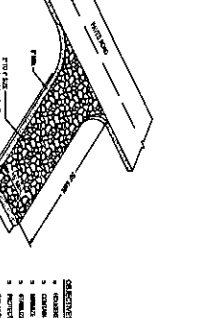
**INSTALLATION:**

1. Determine the location of the portable toilet.
2. Excavate the area for the portable toilet.
3. Install the portable toilet.
4. Test the system.

**PORTABLE TOILETS**

SCALE: 1/8" = 1'-0"

21



**DESCRIPTION:**  
 This entrance is designed to stabilize the ground and prevent erosion. The entrance is made of a concrete slab and a filter sock. The concrete slab is placed on the ground and the filter sock is placed in a stream or channel of water. The water flows through the filter sock and the concrete slab, and the sediment and debris are caught in the filter sock and concrete slab.

**APPLICATIONS:**

- Stabilized construction entrance
- Erosion prevention
- Sediment removal

**COMPONENTS:**

- Concrete slab
- Filter sock

**INSTALLATION:**

1. Determine the location of the stabilized construction entrance.
2. Excavate the area for the stabilized construction entrance.
3. Install the concrete slab and filter sock.
4. Test the system.

**STABILIZED CONSTRUCTION ENTRANCE**

SCALE: 1/8" = 1'-0"

21

NO.	DATE	REVISIONS
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

**LIBERTY RANCH AT STAR POINT**  
 6580 LIBERTY RANCH LANE  
 PARK CITY, UT 84098  
 LOCATED IN THE NORTHWEST QUARTER SECTION 23, T15, R4E, 51B&M



**McNEIL ENGINEERING**  
 Economic and Sustainable Design. Professionals You Know and Trust  
 6410 South Sandy Parkway, Suite 200 Sandy, Utah 84071 801.253.7700 [www.mcneilengineering.com](http://www.mcneilengineering.com)  
 Civil Engineering • Consulting & Landscape Architecture  
 Structural Engineering • Land Surveying & MDS

**EXHIBIT C**

**COST OF CONSTRUCTION PE ESTIMATE**

(Insert Cost of Construction PE Estimate after this Page)

ENGINEER'S OPINION OF PROBABLE COST

PROJECT: Liberty Ranch  
 PROJECT NO: 23280  
 DATE: 02/16/2024  
 BY: T. DIDAS  
 PAGE: 1 OF: 1

LIBERTY RANCH  
 SITE IMPROVEMENTS

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT COST	ITEM COST
<b>EROSION CONTROL</b>					
	Erosion Control BMP's	1	LS	\$15,000.00	\$15,000.00
	Clear & Grub	17,300	SY	\$2.60	\$44,980.00
<b>EARTHWORK</b>					
	Excavating & Grading (Cut to Fill)	560	CY	\$23.00	\$12,880.00
	Excavate & Export Excess Cut	16,000	CY	\$25.00	\$400,000.00
	Segmental Block Wall	270	SF	\$92.00	\$24,840.00
<b>STORM DRAINAGE SYSTEM</b>					
	12" ADS Storm Pipe	720	LF	\$81.00	\$58,320.00
	24" RCP Storm Pipe	8	LF	\$156.00	\$1,248.00
	Catch Basin	10	EA	\$2,875.00	\$28,750.00
	Catch Basin and Outlet Control Structure	1	EA	\$4,025.00	\$4,025.00
	12" Flared End Section	4	EA	\$750.00	\$3,000.00
<b>PAVING</b>					
	3" Asphalt Pavement	3,911	SY	\$20.00	\$78,220.00
	6" Depth Road Base	652	CY	\$46.00	\$29,992.00
	5" Concrete Pavement	323	SY	\$20.00	\$6,460.00
	24" Concrete Curb & Gutter	1,952	LF	\$30.00	\$58,560.00
	4" Concrete Sidewalk	13,185	SF	\$6.00	\$79,110.00
	ADA Ramp	10	EA	\$4,025.00	\$40,250.00
	Site Striping	1	LS	\$5,000.00	\$5,000.00
	Site Signage	1	LS	\$5,000.00	\$5,000.00
<b>LANDSCAPE</b>					
	Mobilization and Prep For Landscape install	95,104	SF	\$0.22	\$20,922.88
	Fine Grade for landscape	95,104	SF	\$0.13	\$12,363.52
	Soil Amendment	423	CY	\$59.23	\$25,054.29
	Rock Mulch	220	CY	\$102.93	\$22,644.60
	Weed Barrier	16,000	SF	\$0.60	\$9,600.00
	Concrete curb	1,040	LF	\$8.88	\$9,235.20
	Irrigation - 1" drip	12	Zones	\$1,427.32	\$17,127.84
	Irrigation - 1" Rotor	1	Zones	\$1,308.87	\$1,308.87
	Irrigation - 1" Spray	2	Zones	\$1,338.49	\$2,676.98
	Irrigation - 1.5" Spray	7	Zones	\$1,729.37	\$12,105.59
	Irrigation - 1.5" Rotor	8	Zones	\$1,699.76	\$13,598.08
	Irrigation - 2" Spray	1	Zones	\$2,143.95	\$2,143.95
	Irrigation - 2" Rotor	1	Zones	\$2,143.95	\$2,143.95
	Irrigation - 2" Flow Sensor	1	Zones	\$473.80	\$473.80
	Irrigation - 2" Master Valve	1	Zones	\$337.58	\$337.58
	Irrigation - 1" Drain Valve	2	Zones	\$181.23	\$362.46
	Quick Coupler - 1"	1	Each	\$171.75	\$171.75
	Controller	1	Each	\$2,108.41	\$2,108.41
	Stop and Waste - 2"	1	Each	\$1,260.31	\$1,260.31
	Backflow - 1.5'	1	Each	\$1,970.71	\$1,970.71
	Strong Box Enclosure	1	Each	\$2,274.24	\$2,274.24
	Ball Valve - 2"	14	Each	\$58.04	\$812.56
	Mainline 2"	1,630	LF	\$4.47	\$7,286.10
	Sleeving	450	LF	\$5.36	\$2,412.00
	Deciduous	24	2" Cal.	\$355.35	\$8,528.40
	Deciduous	9	2.5" Cal.	\$512.30	\$4,610.70
	Evergreen	23	6"	\$260.00	\$5,980.00
	Shrubs	430	5 gallon	\$41.40	\$17,802.00
	Grasses/Perennials	104	1 gallon	\$13.68	\$1,422.72
	Sod	8,000	SF	\$0.75	\$6,000.00
	Native Seed	68,993	SF	\$0.29	\$20,007.97

SUBTOTAL	\$1,130,382.46
10% Contingency	\$113,038.25
10% Warranty	\$124,342.07
<b>TOTAL</b>	<b>\$1,367,762.78</b>

**EXHIBIT D**

**ASSURANCE**

(Insert the proper Assurance after this Page)



# CRUM & FORSTER®

A FAIRFAX COMPANY

## PERFORMANCE BOND

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

Bond #6213037257

### KNOW ALL MEN BY THESE PRESENTS:

That Promontory Development, LLC or assigns [Developer Name] (hereinafter referred to as the "Principal"), and United States Fire Insurance Company [Surety], a corporation organized and existing under the laws of the State of Delaware, with its principal office in the City of Morristown, State of NJ, designated and listed under the U.S. Department of the Treasury Circular 570 (Companies Holding Certificates of Authority as Acceptable Securities on Federal Bonds and as Acceptable Reinsuring Companies) and authorized to transact business in the State of Utah (hereinafter referred to as the "Surety"), are held and firmly bound unto **Summit County** (hereinafter referred to as the "Oblige"), in the amount of One Million Three Hundred Sixty-Seven Thousand Seven Hundred Sixty-Two and 78/100 DOLLARS (\$\$1,367,762.78) [includes both the Cost of Completion and 10% warranty] for the payment whereof, the said Principal and Surety bind themselves and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, the Principal has entered into a certain written Development Improvements Agreement with the Oblige, dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, recorded in the Office of the Summit County Recorder as Entry No. \_\_\_\_\_, Book \_\_\_\_\_, beginning at Page \_\_\_\_\_, (the "DIA"), to construct and install improvements as set forth therein (the "Improvements") in the County of Summit, State of Utah, Project No. \_\_\_\_\_, for the approximate sum of One Million Three Hundred Sixty-Seven Thousand Seven Hundred Sixty-Two and 78/100 Dollars (\$\$1,367,762.78) [includes both the Cost of Completion and 10% warranty], which DIA is hereby incorporated herein by this reference.

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

No right of action shall accrue on this bond to or for the use of any person or corporation other than Summit County or the heirs, executors, administrators or successors of said Summit County. In the event of the assignment and assumption of the DIA by the Developer, this Performance Bond shall also be assigned to and assumed by the assignee as developer.

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

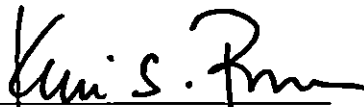
**PROVIDED, HOWEVER,** that this bond is executed pursuant to the Provisions of Title 63G, Chapter 6a, Utah Code Annotated, 1953, as amended, and all liabilities on this Bond shall be determined in accordance with said provisions to the same extent as if it were copied at length herein.

**IN WITNESS WHEREOF**, the said Principal and Surety have signed and sealed this instrument this 26<sup>th</sup> day of June 2024.

**WITNESS OR ATTESTATION:**

(Affix Corporate Seal)

**PRINCIPAL: Promontory Development, LLC**

  
By: Kelli S. Brown, General Manager

**WITNESS:**

**SURETY:**

\_\_\_\_\_  
By:

Attorney-in-Fact (Affix Corporate Seal)

STATE OF Utah

) ss.

COUNTY OF Summit

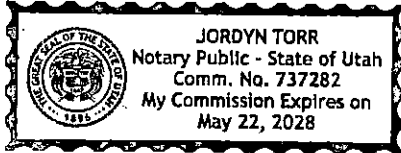
On this 26<sup>th</sup> day of June, 2024, personally appeared before me Kelli S. Brown, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who, being by me duly sworn, did say the he/she is the Attorney-in-fact of the above-named Surety Company and that he/she is duly authorized to execute the same and has complied in all respects with the laws of Utah in reference to becoming sole surety upon bonds, undertakings and obligations, and that he/she acknowledged to me that as Attorney-in-fact executed the same.

Subscribed and sworn to before me this 26<sup>th</sup> day of June, 2024.

My commission expires: 5/22/2028  
Resides at: Summit County, UT

NOTARY PUBLIC

Jodyn Torr



No right of action shall accrue on this bond to or for the use of any person or corporation other than Summit County or the heirs, executors, administrators or successors of said Summit County. In the event of the assignment and assumption of the DIA by the Developer, this Performance Bond shall also be assigned to and assumed by the assignee as developer.

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

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

**IN WITNESS WHEREOF,** the said Principal and Surety have signed and sealed this instrument this 27th day of June 20 24.

**WITNESS OR ATTESTATION:**

*M Reese*  
*Morgan Reese*  
(Affix Corporate Seal)

**PRINCIPAL: Promontory Development, LLC**

*Kelli S. Brown*  
By: Kelli S. Brown, General Manager

**WITNESS**

*Wendy Lewis*

**SURETY: United States Fire Insurance Company**

*Wendy Lewis*  
By: Wendy Lewis,

Attorney-in-Fact (Affix Corporate Seal)





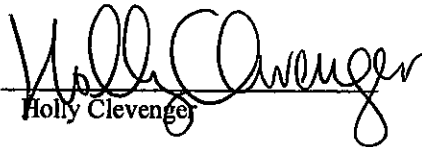
STATE OF Arkansas )  
 ) ss.  
COUNTY OF Pulaski )

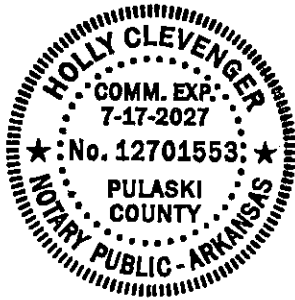
On this 27th day of June, 20 24, personally appeared before me Wendy Lewis, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who, being by me duly sworn, did say the he/she is the Attorney-in-fact of the above-named Surety Company and that he/she is duly authorized to execute the same and has complied in all respects with the laws of Utah in reference to becoming sole surety upon bonds, undertakings and obligations, and that he/she acknowledged to me that as Attorney-in-fact executed the same.

Subscribed and sworn to before me this 27th day of June 20 24.

My commission expires: 07-17-2027  
Resides at: Pulaski County

NOTARY PUBLIC

  
Holly Clevenger



**POWER OF ATTORNEY  
UNITED STATES FIRE INSURANCE COMPANY  
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY**

81990

**KNOW ALL MEN BY THESE PRESENTS:** That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

James A. Bracy, Hillary D. Shepard, Wendy Lewis

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties: **Unlimited**

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

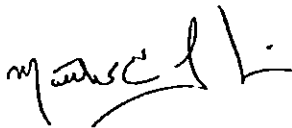
Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

- (a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;
- (b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

**IN WITNESS WHEREOF**, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 28th day of September, 2021.

**UNITED STATES FIRE INSURANCE COMPANY**



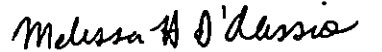
Matthew E. Lubin, President



State of New Jersey }  
County of Morris }

On this 28th day of September, 2021, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.

**MELISSA H. D'ALESSIO**  
NOTARY PUBLIC OF NEW JERSEY  
Commission # 50128833  
My Commission Expires 4/7/2025

  
Melissa H. D'Alessio (Notary Public)

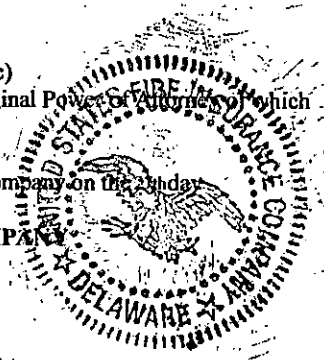
I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 21st day of June 2024

**UNITED STATES FIRE INSURANCE COMPANY**



Michael C. Fay, Senior Vice President



No right of action shall accrue on this bond to or for the use of any person or corporation other than Summit County or the heirs, executors, administrators or successors of said Summit County. In the event of the assignment and assumption of the DIA by the Developer, this Performance Bond shall also be assigned to and assumed by the assignee as developer.

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

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

**IN WITNESS WHEREOF,** the said Principal and Surety have signed and sealed this instrument this 27th day of June 20 24.

**WITNESS OR ATTESTATION:**

*M Reese*  
*Morgan Reese*  
(Affix Corporate Seal)

**PRINCIPAL: Promontory Development, LLC**

*Kelli S. Brown*  
By: Kelli S. Brown, General Manager

**WITNESS:**

*Wendy Lewis*

**SURETY: United States Fire Insurance Company**

*Wendy Lewis*  
By: Wendy Lewis,

Attorney-in-Fact (Affix Corporate Seal)

