

**DEVELOPMENT IMPROVEMENTS AGREEMENT  
FOR  
FROSTWOOD, A PLANNED COMMUNITY**

THIS DEVELOPMENT IMPROVEMENTS AGREEMENT FOR FROSTWOOD, A PLANNED COMMUNITY (this "Agreement") is made this 11<sup>th</sup> day of September, 2000 ("Effective Date"), by and between Summit County, a political subdivision of the State of Utah ("County") and Park West Associates, L.L.C., a Utah limited liability company ("Developer").

RECITALS:

A. Developer is the owner of certain real property situated in the County of Summit, State of Utah, more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference ("Property") and known as "Frostwood".

B. Developer desires to develop Frostwood according to the Master Development Plat thereof (the "Plat") showing a subdivision and Parcel layout for said Property.

C. Developer has further submitted to the County certain site improvement plans for those improvements and landscaping plans to be constructed by Developer in connection with the Property (collectively, the "Site Improvements Plan").

D. The Summit County Board of County Commissioners has approved the Plat submitted by Developer subject to certain requirements and conditions, which involve the installation and construction of utilities and the improvements shown on the Site Improvements Plan for the Property. One of such conditions requires Developer to enter into this Agreement to evidence Developer's obligation to complete the construction of those improvements identified in Section 6.1 of the Snyderville Basin Development Code which are applicable to the approved development of the Property.

E. Developer has also prepared a document entitled Master Declaration of Covenants, Conditions, Easements and Restrictions for Frostwood a Planned Community ("Declaration"). Pursuant to the Declaration, it is contemplated that the Parcels located within Frostwood will be developed by various parties including Developer. By virtue of recording the Plat and Declaration, no specific project and/or site plan has been approved by the County. Individual Parcels will be developed and site plans approved therefor in accordance with standard county development procedures. Accordingly, this Agreement covers only certain infrastructure improvements to the entire Frostwood project and not specific site improvements for a particular development within Frostwood.

F. Capitalized terms not otherwise defined in this Agreement shall have the meaning for such terms as set forth in Article I of the Declaration.

**00575002** Bk01338 Pg00441-00454  
ALAN SPRIGGS, SUMMIT CO RECORDER  
2000 OCT 17 16:37 PM FEE \$1.00 BY DNG  
REQUEST: SUMMIT COUNTY PLANNING

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, the parties hereby agree as follows:

**1. Developer's Warranty**

Developer shall warrant, for the sole and exclusive benefit of the County, that all improvements constructed or installed by Developer pursuant to this Agreement are in compliance with the requirements of this Agreement, which warranty shall continue and be in full force and effect for a period of twenty-four (24) months after acceptance by the County Engineer of such improvements ("Acceptance Date").

**2. Runoff**

Developer's development plans for the Property will include a plan for storm water management and erosion control for all areas of the Property disturbed by Developer's construction activities.

**3. Water Lines and Sanitary Sewer Collection Lines**

(a) At the request of Developer, The Snyderville Basin Sewer Improvement District (the "District") has entered into a Line Extension Agreement to provide for the installation of all sanitary sewer collection lines, whether such lines and other improvements are actually on the Property, bordering the Property or on other lands connecting the Property to the existing sewage collection system, in accordance with the standard specifications of the District. Developer shall bear the cost of all said sanitary sewer lines pursuant to an agreement between Developer and the District.

(b) Developer has also entered into an agreement with Summit Water Distribution Company to provide for the installation of all waterlines for the Property, whether such lines and other improvements are actually on the Property, bordering the Property or on other lands connecting the Property to Summit Water Distribution Company's system, in accordance with the standard specifications of Summit Water Distribution Company. Developer has agreed to construct and pay for culinary and fire protection waterlines to serve the Property, and to transfer maintenance and ownership of said waterlines and other water improvements to Summit Water Distribution Company, after acceptance and approval of said improvements by Summit Water Distribution Company. Developer, Summit Water Distribution Company, and other third party users shall bear the cost of all said waterlines and water improvements pursuant to this Agreement and other documents.

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#### **4. Utilities**

Developer, at its cost and expense, will contract with utility companies which may include the following companies to connect the indicated utilities from the Property boundary line certain the improvements to be constructed on the Property:

(a) Utah Power, with respect to electric distribution lines and facilities, in accordance with the established charges of Utah Power.

(b) Questar Gas Company, with respect to gas lines and facilities, in accordance with the established charges of Questar Gas Company.

(c) U.S. West Communications, with respect to telephone lines and facilities, in accordance with the established charges of U.S. West Communications.

(d) ATT (formerly T.C.I. Cablevision of Utah), with respect to cable television lines and facilities, in accordance with established charges of ATT.

#### **5. Storm Drainage Improvements**

(a) Developer shall install all storm drainage facilities described in the Site Improvements Plan.

(b) Developer anticipates completing the installation thereof concurrent with the completion of the subdivision roads.

#### **6. Trail System**

The Canyons Resort Village Association, Inc., a Utah nonprofit corporation, d.b.a. The Canyons Resort Village Management Association ("RVMA") shall bear the cost of all Class A trails at Frostwood described in the Snyderville Basin Special Recreation District Regional Trails Agreement between the Snyderville Basin Special Recreation District ("Recreation District") and the landowners at The Canyons ("Trails Agreement"). In the event the RVMA fails to construct the Class A trails as required under the Development Agreement and the Trails Agreement, the Developer shall enter into a separate guarantee and warranty to the Recreation District for such Class A trails in accordance with the plans and specifications set forth in the Trails Agreement.

#### **7. Roads**

Developer agrees to construct within the Property, at Developer's cost, all bridges, sidewalks, curb and gutter, and all public and private road improvements as shown on the Plat, in accordance with the plans and specifications of the Site Improvements Plan. Developer agrees to install any street name signs, direction signs, stop and other traffic control signs and street lights as reasonably required by the County. The construction of such roads shall be subject to

inspection and approval by the County Engineer and Developer shall pay the cost of such inspection.

**8. Landscaping**

Developer agrees to install, at Developer's cost, all landscaping and recirculating water features in accordance with the Site Improvements Plan. In addition to right-of-way related landscaping, within one hundred eighty (180) days after the Effective Date, Developer shall submit to the County an early landscape screening plan detailing the areas where such early landscape screening materials shall be installed at Frostwood ("Screening Plan"). The Screening Plan will be in the form of construction plans and will detail the location, size and type of vegetation, methods of irrigation and maintenance, and a proposed completion scheduled. Subsequent to the County's approval of the Screening Plan, Developer shall provide the County with sufficient security to ensure the completion of such landscaping according to the financial assurances set forth in Paragraph 14 below. Developer and the County hereby acknowledge and agree that much of the landscaping, including without limitation all of the landscaping in the Screening Plan, is adjacent to the Golf Course Parcel and that because the Golf Course plans have not been finalized, adjustments to the landscaping may be required at the time the Golf Course Owner submits its plans for approval. All such landscaping is subject to approval by the Community Development Director.

**9. Road Cuts**

Driveways within the Property which lead to the road accessing the Property will be connected to the road in a manner which does not detract from the road cut, curb and gutter requirements established by the County for the roads.

**10. Frostwood Lift**

The Canyons SPA Documents require the installation of a transportation lift to connect Frostwood with The Canyons Resort ("Frostwood Lift"). Developer shall provide the County with evidence of an agreement that sets forth the construction, operation, and maintenance of the Frostwood Lift, and the associated construction schedule, prior to the County's issuance of the first certificate of occupancy for a Parcel at Frostwood.

**11. Art Improvements**

Within three hundred sixty (360) days after the Effective Date, Developer shall submit to the County a land use plan detailing the public and cultural art improvements to be constructed at Frostwood ("Art Improvements"), subject to the condition that the RVMA establishes a comprehensive improvements plan in connection with the public and cultural arts facilities at The Canyons Resort, which comprehensive plan shall be applied to all projects and developments within The Canyons SPA. Subsequent to the County's approval of the Art Improvements, Developer shall provide the County with sufficient security to ensure the

completion of such Art Improvements according to the financial assurances set forth in Paragraph 14 below. The Art Improvements plan shall include the following provisions:

(a) Public Art Program. The public art program provision will detail the statutes, banners and other similar art features at Frostwood.

(b) Botanical Feature. The botanical feature provision will be in the form of a garden and art walk improvement to be specifically located on the area between the Frostwood Lift and Gondola Plaza and the southern bridge across Frostwood Boulevard.

## 12. 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.

## 13. Maintenance and Repair

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

(b) At such time as Developer completes all required <sup>PUBLIC</sup> road improvements under this Agreement and the County Engineer inspects such road improvements and certifies their conformity to the Site Improvements Plan, and after such time Developer records the Declaration and Plat in The Office of the County Recorder of Summit County, Utah, Developer shall be released from the obligation and liability to maintain any roads or to be responsible for the cost of such maintenance at Frostwood.

PC  
REF  
OK

(c) To the extent that certain road improvements are not dedicated to the County, then all private roads constructed within the Project for the benefit of all Owners and Members at Frostwood, if any, will be maintained by the Master Association. All private roads constructed within specific Parcels will be maintained by the Parcel Developer(s) and/or the Parcel Association(s) having responsibility for such specific Parcels within Frostwood.

## 14. Financial Assurances

(a) To insure Developer's performance under this Agreement, (except for the installation of the Sanitary Sewer Collection Lines described in Paragraph 3 above which are to be directly guaranteed to the District with separate financial assurances from Developer, and except for the installation of the Class A trail system described in Paragraph 6 above which is to be directly guaranteed to the Recreational District with separate financial assurance from Developer in the event the RVMA fails to construct such Class A trails), Developer shall, prior to

the commencement of construction of any improvements on the Property, provide the County with security in the amount of TWO MILLION ONE HUNDRED NINETY-SEVEN THOUSAND TWO HUNDRED SEVENTY-THREE AND 55/100 DOLLARS (\$2,197,273.55), to ensure completion of the required improvements referred to in this Agreement, which shall be one hundred twenty percent (120%) of the estimated cost of construction of such improvements. An accounting of the estimated cost of such improvements is attached hereto as Exhibit "B" and is incorporated herein by this reference. The security shall be in the form of either: 1) a Letter of Credit drawn upon a state or national bank which Letter of Credit shall: (A) be irrevocable, (B) be of a term sufficient to cover the completion period plus sixty (60) days, and, (C) require only that the County present the issuer with a signed draft and a certificate signed by an authorized representative of the County certifying to the County's right to draw funds under the Letter of Credit; or 2) establishment of an Escrow Account; or 3) delivery of a Completion Bond. Acceptable escrow agents shall be the Summit County Treasurer's Office, or banks or savings institutions which are federally insured. At Developer's sole and exclusive discretion, to the extent the security does not cover certain Art Improvements described in Paragraph 11 above, Developer may expand such security to include those Art Improvements not already covered, or may roll over any completed security to secure such Art Improvements.

(b) The Canyons SPA Documents specify monitoring programs to be conducted during construction at Frostwood. Developer shall pay to the County, as part of its construction mitigation plan under the Site Improvements Plan, reasonable costs of monitoring not to exceed FIFTEEN THOUSAND AND NO/100 DOLLARS (\$15,000.00) for inspections by an independent engineer, jointly selected by the County, the Community Development Director and/or the County Engineer.

## **15. Release of Security**

As portions of the improvements are completed in accordance with this Agreement, County regulations, and the approved Site Improvements Plan, Developer may make application to the County Engineer to reduce the amount of the original Letter of Credit, Cash Escrow or Completion Bond. If the Board of County Commissioners is satisfied that such portion of the improvements has been completed in accordance with County standards, they may cause the amount of the Letter of Credit, Cash Escrow or Completion Bond to be reduced by such amount that they deem appropriate, so that the remaining amount of the Letter of Credit, Cash Escrow or Completion Bond adequately insures the completion of the remaining improvements. The County shall either retain ten percent (10%) of the cost of construction or require a bond or escrow equal to ten percent (10%) of the required total improvement costs for warranty purposes until twenty-four (24) months after the Acceptance Date.

## **16. Completion of Improvements**

Developer shall complete all required development improvements no later than twenty-four (24) months following the date of this Agreement ("Completion Date"). The projected construction schedule (the "Improvement Construction Schedule") for the improvements

described in this Agreement has been provided to and approved by the County. In the event Developer for whatever reason is unable to commence and/or complete construction in accordance with this Agreement and the Improvement Construction Schedule, then Developer may submit new projected construction dates and submit such revised schedule to the Community Development Director for approval, in which case the Completion Date shall be adjusted accordingly. After completion of the improvements, Developer, the engineer or record or the contractor shall certify in writing to the County that the improvements have been completed in substantial conformance with the approved Site Improvements Plan. Thereafter, the County Engineer shall inspect the improvements and certify the conformity or lack thereof to the Site Improvements Plan. After the Acceptance Date, Developer shall have no further obligations to the County under this Agreement, except with respect to the 24-month warranty for improvements described in Paragraph 1 above. This Agreement shall terminate and be of no further force and effect upon expiration of such 24-month warranty period, except with respect to the County's obligation to release the security under Paragraph 15 above.

#### **17. Default**

If Developer shall default in the performance of Developer's obligation hereunder and shall fail to cure such default within thirty (30) days after receipt of written notice from the County specifying the nature of such default (or if such default cannot be cured within the aforesaid period of time, if 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 thirty (30) days of delivery of an invoice to Developer or by obtaining funds under the security.

#### **18. Limitation of Liability**

No recourse shall be had for any obligation of or default by Developer under this Agreement or for any claim with respect to this Agreement against any member, partner, manager or joint venturer of Developer or seller of the Property or any other investor, creditor or lender of Developer under any rule of law (including, without limitation, the rule of law that general partners and joint 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 venture's 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 Developer pursuant to this Agreement.

## **19. Amendment**

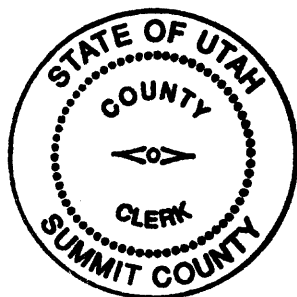
This Agreement and the Site Improvements Plan referred to herein, may only be amended by written instrument signed by the County and Developer.

## **20. Binding Effect**

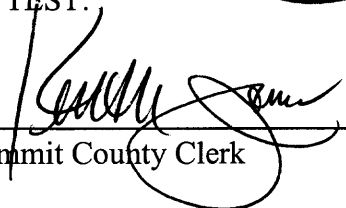
This Agreement and the covenants contained herein shall run with the land and shall be binding upon and shall inure to the benefit of the parties hereto and their successors, heirs and assigns of the Property owners; provided that, except as provided in Paragraph 13(b) above, purchasers of Parcels within the Property or any Parcel Association that receives title to, or oversees the operation and maintenance of, any portion of the Property shall not incur any liability hereunder and no person or entity, including any Parcel Association that receives title to, or oversees the operation and maintenance of, 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 Agreement.



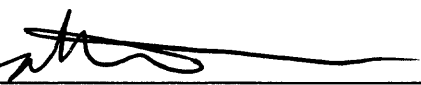
IN WITNESS WHEREOF, the parties have caused this Agreement to be signed the date and year first written above.




ATTEST:

  
Summit County Clerk

APPROVED:

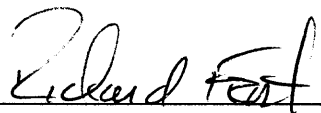
By:   
Chairman, Summit County Board of Commissioners


APPROVED AS TO FORM:

  
Dave Thomas, Deputy County Attorney

ACCEPTED:

PARK WEST ASSOCIATES, LLC, a Utah limited liability company

By:   
Richard Frost, Manager

By:   
James Fogg, Manager

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## EXHIBIT "A"

### Frostwood Real Property

All of that certain real property situated in the County of Summit, State of Utah, as shown on the official Master Development Plat of Frostwood, a Planned Community, recorded as of the even date herewith in the Official Records of Summit County, Utah and being more particularly described as follows:

Beginning at the Southwest corner of Section 31, Township 1 South, Range 4 East, Salt Lake Base & Meridian; thence along the West line of said Section 31, North  $00^{\circ}00'55''$  East 2103.17 feet to the True point of beginning; (basis of bearing being North  $00^{\circ}00'55''$  East 2639.29 feet between the Southwest Corner of said Section 31 and the West Quarter Corner of said Section 31); thence North  $89^{\circ}27'00''$  West 1337.92 feet to the West line of the Northeast quarter of the Southeast quarter of Section 36, Township 1 South, Range 3 East, Salt Lake Base & Meridian; thence along said West line North  $00^{\circ}06'06''$  West 540.19 feet to the Northwest corner of the Northeast quarter of the Southeast quarter of said Section 36; thence North  $00^{\circ}06'36''$  West 1354.90 feet to the Northwest corner of the Southeast quarter of the Northeast quarter of said Section 36; thence along the North line of the Southeast quarter of the Northeast quarter of said Section 36, South  $88^{\circ}57'12''$  East 1341.75 feet to the boundary line of Willow Draw Plat "B" Subdivision on the file and of record in the office of the Summit County Recorder; Thence along said Willow Draw Plat "B" Subdivision boundary South  $00^{\circ}00'06''$  East 74.06 feet; thence South  $89^{\circ}30'00''$  East 263.88 feet; thence South  $61^{\circ}04'36''$  East 187.87 feet; thence South  $41^{\circ}58'44''$  West 60.00 feet; thence South  $68^{\circ}49'08''$  East 210.07 feet to the Westerly line of the Willow Draw Plat "E" Subdivision on file and of record in the office of the Summit County Recorder; thence leaving said Willow Draw Plat "B" and continuing along said Willow Draw Plat "E" and along Willow Draw Plat "F" on file and of record in the office of the Summit County Recorder, South 1240.08 feet; thence leaving said Willow Draw Plat "F" Subdivision West 584.06 feet to the West line of Section 31, Township 1 South, Range 4 East, Salt Lake Base & Meridian; thence along said West line of Section 31 South  $00^{\circ}00'55''$  West 356.61 feet to the point of beginning.

Containing 76.73 acres more or less.

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**EXHIBIT "B"**

**COST OF CONSTRUCTION**

<b>ITEM</b>	<b>DESCRIPTION</b>	<b>QTY</b>	<b>UNIT</b>	<b>PRICE</b>	<b>ITEM COST</b>
	<b>ROADWAY</b>				\$ 591,363.05
1	CLEARING & GRUBBING	319295	SF	\$ 0.04	\$ 12,771.80
2	STRIP/STOCKPILE 6" TOP SOIL (WITHIN LODA LINE)	4013	CY	\$ 4.00	\$ 16,052.00
3	COMMON EXCAVATION (75% +/- OF TOTAL CUT)	8320	CY	\$ 4.25	\$ 35,360.00
4	ROCK EXCAVATION (25% +/- OF TOTAL CUT)	2000	CY	\$ 10.00	\$ 20,000.00
5	ON SITE BORROW (90% +/- OF TOTAL FILL, FROM CLUB REGENT EX.)	19633	CY	\$ 3.50	\$ 68,715.50
6	IMPORTED BORROW (10% +/- OF TOTAL FILL, SELECTED GRANULAR.)	1	CY	\$ 6.00	\$ 6.00
7	12" UNTREATED AGGREGATE BASE COURSE	139598	SF	\$ 0.90	\$ 125,638.20
8	5" BITUMINOUS SURFACE COURSE	111423	SF	\$ 1.10	\$ 122,565.30
9	DECORATIVE CONCRETE PAVEMENT	11425	SY	\$ 7.50	\$ 85,687.50
10	FABRIC UNDER PAVEMENT	15511	SY	\$ 1.25	\$ 19,388.75
11	ROLL CURB & GUTTER (TYPE "J")	7611	LF	\$ 8.00	\$ 60,888.00
12	30" HIGH BACK CURB & GUTTER	1004	LF	\$ 10.00	\$ 10,040.00
13	5' WIDE SIDEWALK (HS-20 LOADING)	830	LF	\$ 9.00	\$ 7,470.00
14	CONCRETE WATERWAY @ DRIVEWAYS	150	LF	\$ 20.00	\$ 3,000.00
15	ABANDON & RECLAIM EXISTING ROADS	100	LF	\$ 17.00	\$ 1,700.00
16	EXISTING ROAD IMPROVEMENT	40	LF	\$ 22.00	\$ 880.00
17	STREET SIGNS (2 PER INTERSECTION)	8	EA	\$ 150.00	\$ 1,200.00
	<b>STORM DRAIN</b>				\$ 248,286.50
1	15" DIAMETER RCP STORM DRAIN PIPE	925	LF	\$ 27.00	\$ 24,975.00
2	18" DIAMETER RCP STORM DRAIN PIPE	603	LF	\$ 31.00	\$ 18,693.00
3	24" DIAMETER RCP STORM DRAIN PIPE	821	LF	\$ 36.00	\$ 29,556.00
4	STORM DRAIN COMBINATION BOX	8	EA	\$ 3,500.00	\$ 28,000.00
5	STORM DRAIN GUTTER INLET BOX	9	EA	\$ 2,000.00	\$ 18,000.00
6	STORM DRAIN CLEANOUT BOX	1	EA	\$ 3,500.00	\$ 3,500.00
7	CULVERT CROSSNG	50	LF	\$ 900.00	\$ 45,000.00
8	DETENSION BASINS (COMPLETE)	2	EA	\$ 17,500.00	\$ 35,000.00
9	SILT FENCE	3300	LF	\$ 2.00	\$ 6,600.00
10	EROSION CONTROL	1	LS	\$ 20,000.00	\$ 20,000.00
11	LODA FENCE	9250	LF	\$ 2.05	\$ 18,962.50
	<b>EROSION CONTROL</b>				\$ 221,042.00
1	SILT FENCE	3600	LF	\$ 2.00	\$ 7,200.00
2	STRAW BALES	400	LF	\$ 2.50	\$ 1,000.00
3	WILDFLOWER/NATIVE GRASS	4.64	AC	\$ 1,400.00	\$ 6,496.00
4	LODA FENCE	9300	LF	\$ 2.00	\$ 18,600.00
5	OTHER EROSION CONTROL ITEMS AS REQUIRED	1	LS	\$ 15,000.00	\$ 15,000.00
	<b>LOW PRESSURE DISTRIBUTION WATERLINE</b>				\$ 172,753.00
1	PRESSURE REDUCING VALVE (PRV) STATION	1	EA	\$ 22,000.00	\$ 22,000.00
2	12" DIP. WATERLINE	360	LF	\$ 42.00	\$ 15,120.00
3	12" BUTTERFLY VALVE	2	EA	\$ 1,250.00	\$ 2,500.00
4	12" FITTINGS	4	EA	\$ 450.00	\$ 1,800.00

5	8" DIP. WATERLINE	2836	LF	\$ 33.00	\$ 93,588.00
6	8" GATE VALVE	7	EA	\$ 725.00	\$ 5,075.00
7	8" FITTINGS	26	EA	\$ 270.00	\$ 7,020.00
8	6" DIP. WATERLINE	50	LF	\$ 30.00	\$ 1,500.00
9	FIRE HYDRANT ASSEMBLY	5	EA	\$ 3,000.00	\$ 15,000.00
10	CAP & BLOCK	10	EA	\$ 350.00	\$ 3,500.00
11	CONNECT TO EXISTING WATER MAIN	1	EA	\$ 2,500.00	\$ 2,500.00
12	AIR/VAC OR BLOW-OFF STATION	1	EA	\$ 1,500.00	\$ 1,500.00
13	ADJUST VALVE BOXES WITH COLLAR	11	EA	\$ 150.00	\$ 1,650.00
<b>HIGH PRESSURE TRANSMISSION WATERLINE</b>					
1	CONNECTION TO 18" TEE @ CANYONS	1	EA	\$ 3,400.00	\$ 3,400.00
2	FURNISH & INSTALL 12"X18" DUCTILE REDUCER	1	EA	\$ 1,100.00	\$ 1,100.00
3	CROSSING PARK WEST DRIVE	1	LS	\$ 5,000.00	\$ 5,000.00
4	12" DIP. WATERLINE	4616	LF	\$ 42.00	\$ 193,872.00
5	12" BUTTERFLY VALVE	8	EA	\$ 1,250.00	\$ 10,000.00
6	12" FITTINGS	35	EA	\$ 450.00	\$ 15,750.00
7	CONSTRUCT BLOWOFF STATION	3	EA	\$ 3,100.00	\$ 9,300.00
8	CONSTRUCT AIR & VACUUM VALVE STATION	2	EA	\$ 2,800.00	\$ 5,600.00
9	CAP & BLOCK	1	EA	\$ 500.00	\$ 500.00
<b>SUB TOTAL (including 10%)</b>					

<b>LANDSCAPING</b>					\$ 141,300.00
<b>TREES</b>					
1	QUAKING ASPEN 1.5" cal	23	EA	\$ 42.00	\$ 1,000.00
2	QUAKING ASPEN 2" cal	14	EA	\$ 86.00	\$ 1,300.00
3	QUAKING ASPEN 2" clump	15	EA	\$ 160.00	\$ 2,400.00
4	QUAKING ASPEN 2.5" cal	10	EA	\$ 150.00	\$ 1,500.00
5	COLORADO SPRUCE 8'	43	EA	\$ 250.00	\$ 10,800.00
6	COLORADO SPRUCE 10'	6	EA	\$ 400.00	\$ 2,400.00
7	COLORADO SPRUCE 12'	5	EA	\$ 500.00	\$ 2,500.00
8	DOUGLAS FIR 8'	2	EA	\$ 250.00	\$ 500.00
9	DOUGLAS FIR 10'	1	EA	\$ 350.00	\$ 400.00
10	VANDERWOLFF'S PINE 8'	3	EA	\$ 300.00	\$ 900.00
11	AUSTRIAN PINE 8'	4	EA	\$ 200.00	\$ 800.00
12	AUSTRIAN PINE 10'	3	EA	\$ 400.00	\$ 1,200.00
13	AMUR MAPLE 2.0" Cal.	1	EA	\$ 350.00	\$ 400.00
14	AMUR MAPLE 2.5" Cal.	6	EA	\$ 450.00	\$ 2,700.00
15	NARROWLEAF COTTONWOOD 2" cal	1	EA	\$ 125.00	\$ 200.00
16	NARROWLEAF COTTONWOOD 2.5" cal	1	EA	\$ 150.00	\$ 200.00
17	FLOWERING CRABAPPLE 2.0" cal	1	EA	\$ 350.00	\$ 400.00
18	FLOWERING CRABAPPLE 2.5" cal	32	EA	\$ 400.00	\$ 12,800.00
19	SERVICEBERRY 2.0" Cal.	1	EA	\$ 300.00	\$ 300.00
20	ROCKY MOUNTAIN MAPLE 1" cal	17	EA	\$ 120.00	\$ 2,100.00
21	ROCKY MOUNTAIN MAPLE 2" cal	2	EA	\$ 140.00	\$ 300.00
22	ROCKY MOUNTAIN MAPLE 2.5" cal	1	EA	\$ 150.00	\$ 200.00
23	SCHUBERT CHOKECHERRY 2.0" Cal.	3	EA	\$ 350.00	\$ 1,100.00
24	SCHUBERT CHOKECHERRY 2.5" Cal.	3	EA	\$ 450.00	\$ 1,400.00

<b>SHRUBS</b>					
1	ARTIC BLUE WILLOW 5 gal.	101	EA	\$ 40.00	\$ 4,100.00
2	LILAC VAR. 5 Gal.	67	EA	\$ 40.00	\$ 2,700.00
3	DWARF BURNING BUSH 5 gal.	55	EA	\$ 50.00	\$ 2,800.00
4	SPIREA VAR. 5 Gal.	99	EA	\$ 30.00	\$ 3,000.00
5	DWARF MOGO PINE 5 gal.	36	EA	\$ 40.00	\$ 1,500.00
6	SHRUBBY CINQUEFOIL 5 gal.	69	EA	\$ 40.00	\$ 2,800.00
7	PEKING COTONEASTER 5 gal.	13	EA	\$ 40.00	\$ 600.00
8	CISTENA PLUM 5 gal.	73	EA	\$ 40.00	\$ 3,000.00
9	REDOSIER DOGWOOD 5 gal.	54	EA	\$ 40.00	\$ 2,200.00
10	VARIEGATED DOGWOOD 5 gal.	24	EA	\$ 40.00	\$ 1,000.00
11	PERSIAN YELLOW ROSE 5 gal.	15	EA	\$ 40.00	\$ 600.00
12	ALPINE CURRANT 5 gal.	8	EA	\$ 30.00	\$ 300.00

<b>MISCELLANEOUS LANDSCAPE</b>					
1	LAWN (SOD)	7500	SF	\$ 0.35	\$ 2,700.00
2	PERENNIALS	2850	SF	\$ 4.00	\$ 11,400.00
3	WILDFLOWER/NATIVE GRASS	0.75	AC	\$ 1,400.00	\$ 1,100.00
4	48" MANHOLE SECTION (Temp. planter)	36	EA	\$ 200.00	\$ 7,200.00
5	TREE GRATES	15	EA	\$ 750.00	\$ 11,300.00
6	STACKED ROCK RETAINING WALL	250	LF	\$ 20.00	\$ 5,000.00

<b>IRRIGATION</b>					
1	IRRIGATED AREA	70,500	SF	\$ 1.25	\$ 88,200.00

<b>SITE AMENITIES</b>					
1	COLORED CONCRETE PLAZA & WALKS	15000	SF	\$ 6.50	\$ 97,500.00
2	LIGHT POST W/SIGNS AND OR BANNERS	13	EA	\$ 2,700.00	\$ 35,100.00
3	INFORMATION KIOSK	1	EA	\$ 5,000.00	\$ 5,000.00
4	PLAZA PERGOLA	1	EA	\$ 7,500.00	\$ 7,500.00
5	BIKE RACK	1	EA	\$ 2,000.00	\$ 2,000.00
6	ADDRESS STAND	6	EA	\$ 250.00	\$ 1,500.00
7	TRASH RECEPTACLES	6	EA	\$ 400.00	\$ 2,400.00
8	MISC. LANDSCAPE LIGHTING	1	L.S.	\$ 5,000.00	\$ 5,000.00
9	ROUND-ABOUT SIGN	1	L.S.	\$ 10,000.00	\$ 10,000.00
10	FROSTWOOD BLVD. FOCAL SIGN	1	L.S.	\$ 15,000.00	\$ 15,000.00
11	MISC. PROJECT SIGNAGE	1	L.S.	\$ 5,000.00	\$ 5,000.00
12	BENCH	8	EA	\$ 500.00	\$ 4,000.00

<b>WATER FEATURES</b>					
1	ROUND-ABOUT	1	L.S.	\$ 50,000.00	\$ 50,000.00
2	FROSTWOOD BOULEVARD	1	L.S.	\$ 50,000.00	\$ 50,000.00
3	FROSTWOOD BLVD. FOCAL POINT	1	L.S.	\$100,000.00	\$ 100,000.00
4	CLUB REGENT	1	L.S.	\$ 40,000.00	\$ 40,000.00

<b>ENTRY BRIDGES</b>					
1	SUMMIT DRIVE BRIDGE	1	L.S.	\$ 50,000.00	\$ 50,000.00
2	FROSTWOOD DRIVE FALSE BRIDGE	1	L.S.	\$ 40,000.00	\$ 40,000.00

<b>SUB-TOTAL (Landscaping)</b>					
				\$	719,000.00

	<b>120% SUMMIT COUNTY BOND</b>				
	<b>SUMMIT COUNTY INSPECTION FEE</b>				
	(DOES NOT include sanitary sewer related items or landscape items)				

**NOTES:**

- 1 The Jack Johnson Company is not a construction cost estimator or construction contractor, nor should our rendering an opinion of probable construction costs be considered equivalent to the nature and extent of service a construction cost estimator or construction contractor would provide. This opinion is based solely upon our own experience with construction, requiring us to make a number of assumptions as to actual conditions that will be encountered on site; the specific decisions of other design professional engaged; the means and methods of construction the contractor will employ; the cost and extent of labor, equipment and materials the contractor will employ; the contractor' techniques in determining prices and market conditions at the time; and other factors over which the design professional has no control. Given the assumptions which must be made, the Jack Johnson Company cannot guarantee the accuracy of our opinions of cost.
  
- 2 All special paving materials within the Phase 1 roadway have been included as part of the Phase 1 roadway construction costs.

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