

**DEVELOPMENT IMPROVEMENTS AGREEMENT
FOR
PROMONTORY GOLF COURSE AND SPINE ROAD INFRASTRUCTURE**

THIS AGREEMENT is made this 25th day of April, 2001, by and between **SUMMIT COUNTY**, a political subdivision of the State of Utah (the "County"), and **Pivotal Promontory Development, LLC**, an Arizona limited liability company and **Pivotal Promontory, LLC**, an Arizona limited liability company, together herein referred to as "Developer".

RECITALS

1. Developer is the owner of certain property more particularly described in Exhibit A, situated in the County of Summit, State of Utah, sometimes referred to as Promontory and referred to herein as the "Property."
2. Developer's County-approved Development Agreement for Promontory provides that construction of golf course, spine road and utility infrastructure may be undertaken prior to platting.
3. Developer has submitted to the County the site improvements plans, more particularly described in Exhibit B attached hereto (the "Site Improvements Plans"), and has submitted construction drawings ("Construction Drawings") for those improvements and related landscaping being constructed by the Developer in connection with the initial golf course and initial phase of spine infrastructure on the Property, pursuant to that certain Development Agreement dated as of January 2, 2001 (the "Development Agreement").
4. Construction of the initial golf course and spine infrastructure covered by this Development Improvements Agreement will be subject to the requirements and conditions related to the installation and construction of utilities and the improvements shown on the attached Site Improvements Plan. These requirements and conditions conform to those which are set forth in the Development Agreement.

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

1. Developer's Guarantee and Warranty.

Developer has entered into formal commitments, including the approved Development Agreement and this Development Improvements Agreement with an appropriate bonding and installation schedule to guarantee the installation, as hereafter provided and as

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

2. Water Facilities and Sanitary Sewer Collection Lines.

- (1) At the request of Developer, The Snyderville Basin Sewer Improvement District (the "District") has entered into a Line Extension Agreement to provide for the installation of initial sanitary sewer collection lines on and serving the Property. Additional Line Extension Agreements will be entered into between Developer and the District as necessary to advance sewer infrastructure into future phases of development. The Developer shall bond for the installation of on-site sewer lines and service laterals from the border of the Property to the existing sewage collection system, in accordance with the standard specification of the District.
- (2) The Developer has also entered into a Water Service Agreement with Mountain Regional Water Service District to provide for the installation of all wells, tanks, waterlines and service laterals for the Property thereby creating a complete system in accordance with the standard specifications of the Mountain Regional Water Service District ("Mountain Regional").
- (3) It is anticipated that the installation of the portions of said sanitary sewer lines and waterlines to be built in conjunction with the spine infrastructure covered by this Development Improvements Agreement will be completed within two years from the date hereof for the initial phase of construction and within two years from the date of approval of Construction Drawings for each subsequent phase of construction.

(4) The cost of all said sanitary sewer lines shall be borne by Developer pursuant to an agreement between Developer and the District, and Developer will enter into a separate guarantee and warranty to the District for such facilities as required by District policies.

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

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

(1) At the request of the Developer, Utah Power shall engineer and provide for the installation of all electric distribution lines and facilities required for the Property, and Developer shall pay for such work in accordance with the established charges of Utah Power.

(2) At the request of Developer, Questar Gas Company shall engineer and provide for the installation of all required gas lines and facilities required, and Developer shall pay for such work in accordance with the established charges of Questar Gas Company.

(3) At the request of Developer, a yet-to-be determined telecommunications and broadband service provider shall engineer and provide for the installation of all required telephone lines and facilities and broadband and cable television lines and facilities, utilizing conduit installed by Developer, and Developer shall make any required payment for such work in accordance with the terms of its agreement with such service provider.

(4) The installation of the electric, gas, telephone and cable television facilities to be constructed in conjunction with the spine infrastructure covered by this Development Improvements Agreement is anticipated to be completed within two years from the date hereof for the initial phase of construction and within two years from the date of approval of Construction Drawings for each subsequent phase of construction.

4. Storm Drainage Improvements.

- (1) The Developer shall install any storm sewer lines and drainage facilities described in the Site Improvement Plan.
- (2) Developer anticipates completing the installation of the portions of said lines and facilities to be constructed in conjunction with the spine infrastructure and golf course covered by this Development Improvements Agreement within two years from the date hereof for the initial phase of construction and within two years from the date of approval of Construction Drawings for each subsequent phase of construction.

5. Trail Easements.

With respect to the public trails contemplated by the Development Agreement, Developer guarantees, at Developer's cost, to improve and surface such trails in accordance with the terms of the Development Agreement and according to the standards and timetable provided for therein. Within this timetable, construction of public trail improvements will be undertaken and bonded in conjunction with construction of improvements in the adjacent residential plats, or as otherwise specified in the Development Agreement.

6. Roads.

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

7. Landscaping.

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

8. Road Cuts.

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

9. Traffic Control.

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

10. Maintenance and Repair.

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

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

11. Financial Assurances.

To insure Developer's performance under this Agreement (except for the installation of the sanitary sewer collection lines and water lines and dry utilities described in Paragraph 2 above which are to be directly guaranteed, where applicable, with separate financial assurances from Developer), the Developer shall, prior to the commencement of construction of any improvements, provide the County with sufficient security, to ensure completion of the required improvements and/or, where deemed applicable in the judgment of the County Engineer, restoration and re-vegetation of any disturbed areas, in the amount of 120% of the cost of construction, determined in accordance with the contract unit prices reflected in the schedule in Exhibit C. The security shall be in the form of either: A) a Letter of Credit drawn upon a state or national bank. Said Letter of Credit shall: (1) be irrevocable, (2) be of a term sufficient to cover the completion and warranty periods according to the values required herein, and (3) require only that the County present the issuer with a signed draft and a certificate signed by an authorized representative of the County certifying to the County's right to draw funds under the Letter of Credit; or B) Establishment of an Escrow Account or Completion Bond with the guarantee that all improvements shall be installed within two years of the effective date of the account or bond or the account or bond will be called by the County to complete the improvements. Acceptable escrow agents shall be the Summit County Treasurer's Office, or banks or savings institutions which are federally insured. This two-year deadline may be extended by the County upon showing of sufficient cause, but no additional phase of the

development shall be permitted during such an extension. As portions of the improvements are completed in accordance with this Development Improvements Agreement, County regulations, and the approved Site Improvements Plan, the Developer may make application to the County Engineer to reduce the amount of the original letter of credit, cash escrow or completion bond. If the Board of County Commissioners is satisfied that such portion of the improvements has been completed in accordance with County standards, they may cause the amount of the letter of credit, cash escrow or completion bond to be reduced by such amount that they deem appropriate, so that the remaining amount of the letter of credit, cash escrow or completion bond adequately insures the completion of the remaining improvements. Developer may, from time to time, substitute one form of security for another, or substitute sureties or letter of credit issuers, provided the same shall be reasonably acceptable to the County according to the standards set forth above.

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

13. **Default.**

If Developer shall default in the performance of Developer's obligation hereunder and shall fail to cure such default within thirty (30) days after receipt of written notice from the County specifying the nature of such default (or if such default cannot be cured within the aforesaid period of time, if the Developer shall fail to promptly commence to cure the same and to thereafter diligently proceed with such cure), then the County shall be entitled to undertake such work as may be necessary and appropriate to cure such default and the County shall be reimbursed for the reasonable costs thereof either by payment of such costs to cure the default within 30 days of delivery of an invoice to Developer or by obtaining funds under the security.

14. **Limitation of Liability.**

No recourse shall be had for any obligation of or default by Developer under this Agreement or for any claim with respect to this Agreement against any partner or joint venturer of Developer or purchaser of lots within the Property or any other creditor or lender of Developer under any rule of law (including, without limitation, the rule of law that general partners and joint venturers are jointly and severally liable for the indebtedness of a partnership or joint venture, as applicable), contractual provision, statute or constitution or otherwise, it being understood that all such liabilities of the partners or joint ventures of Developer are to be, by the execution of this Agreement by the County, expressly waived and released as a condition of, and in consideration for, the execution and delivery of this Agreement. Nothing contained herein shall constitute a waiver of any obligation of Developer to the County under this Agreement or shall be taken to prevent recourse to or of the enforcement of any rights of the County as against the security posted by the Developer pursuant to this Development Improvements Agreement.

15. **Amendment.**

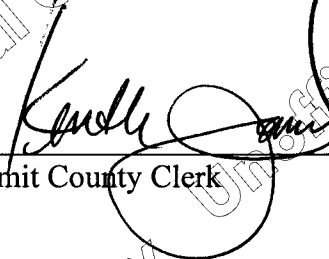
This Agreement, Exhibits A, B and C hereto, and any County-approved Construction Drawings referred to herein, may only be amended by written instrument signed by the County and the Developer.

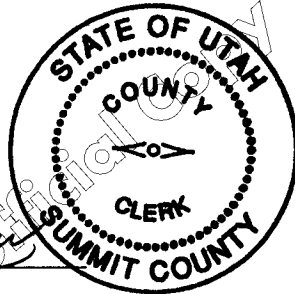
16. **Binding Effect.**

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

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


ATTEST:


Summit County Clerk




APPROVED:

COUNTY OF SUMMIT, UTAH

By: 
Board of Summit County Commissioners
County Commission Chairman

APPROVED AS TO FORM:


Dave Thomas,
Deputy County Attorney

ACCEPTED:

PIVOTAL PROMONTORY DEVELOPMENT, L.L.C.

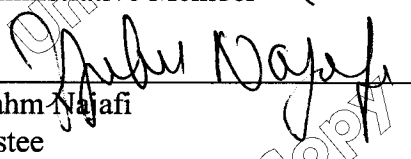
By: Pivotal Group X, LLC., an Arizona limited liability company

Its: Administrative Member

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

Its: Administrative Member

By:



J. Jahm Najafi

Its: Trustee

PIVOTAL PROMONTORY, L.L.C.

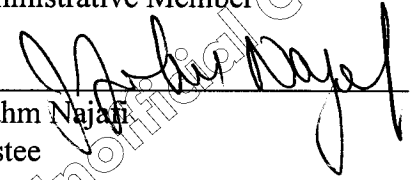
By: Pivotal Group X, LLC., an Arizona limited liability company

Its: Administrative Member

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

Its: Administrative Member

By:



J. Jahm Najafi

Its: Trustee

EXHIBIT A

Promontory Legal Description

EXHIBIT "A"

The land referred to below is situated in the Counties of Summit and Wasatch, State of Utah.

PARCEL "A":

Beginning at the Southwest corner of Section 36, Township 1 South, Range 4 East, Salt Lake Base and Meridian, Summit County, Utah (basis of bearing being North 00°03'26" West from the said Southwest corner to the West quarter corner of said Section 36, both being found Stone Monuments), and running thence along the West section line of said Section 36, North 00°03'26" West 2664.42 feet to a stone found at the West quarter corner of said Section 36, thence North 00°38'03" West 2697.90 feet to a stone found at the Northwest corner of said Section 36; thence South 89°40'24" West 1316.90 feet to the Southwest corner of the Southeast quarter of the Southeast quarter of Section 26; thence North 00°06'02" West 2661.08 feet to the Northwest corner of the Northeast quarter of the Southeast quarter of said Section 26; thence South 89°40'42" West 1316.04 feet to the Southwest corner of the Northeast quarter of said Section 26; thence North 00°04'55" West 2667.46 feet to a stone found at the North quarter corner of said Section 26, thence North 00°02'27" West 2642.55 feet to the Southwest corner of the Northeast quarter of Section 23; thence North 89°58'47" West 1858.84 feet, more or less, to the Easterly line of the State of Utah, Division of Parks and Recreation Right of Way (formerly the Union Pacific Railroad right-of-way), thence along said right-of-way line the following ten (10) courses: 1) North 17°11'48" West 60.67 feet; thence 2) North 88°45'48" East 52.25 feet; thence 3) North 17°06'43" West 719.18 feet; thence 4) North 19°47'10" West 982.62 feet more or less to a point on a non-tangent 950.00 foot radius curve to the left, radius point bears North 07°16'05" West; thence 5) Easterly 153.29 feet along the arc of said curve through a central angle of 09°14'43"; thence 6) North 19°43'58" West 298.63 feet; thence 7) South 70°16'02" West 153.37 feet; thence 8) North 20°21'29" West 444.80 feet; thence 9) South 75°29'27" West 48.91 feet; and thence 10) North 20°05'58" West 344.63 feet; thence leaving said Right of Way line, South 89°36'59" East 114.14 feet to a stone found at the Northwest corner of said Section 23; thence South 89°36'59" East 2672.06 feet along the North line of said Section 23 to a stone found at the North quarter corner of said Section 23; thence North 00°23'35" East 1335.49 feet to the Northeast corner of the Southeast quarter of the Southwest quarter of Section 14; thence North 89°42'03" West 1339.30 feet to the Northwest corner of the Southeast quarter of the Southwest quarter of Section 14; thence North 00°15'11" East 1333.52 feet to the Northwest corner of the Northeast quarter of the Southwest quarter of Section 14, thence North 00°14'50" East 1334.05 feet to the Northwest corner of the Southeast quarter of the Northwest quarter of said Section 14; thence South 89°51'19" East 1345.97 feet to the Northeast corner of the Southeast quarter of the Northwest quarter of said Section 14; thence South 89°47'40" East 1332.03 feet to the Southwest corner of the Northeast quarter of the Northeast quarter of said Section 14; thence North 00°17'53" East 1335.93 feet to the Northwest corner of the Northeast quarter of the Northeast quarter of said Section 14; thence North 89°48'16" West 1329.81 feet along the North line of said Section 14

to an existing iron rod at the North quarter corner of said Section 14, then continuing along said North line; North 89°55'31" West 2698.76 feet to a found aluminum cap at the Northwest corner of said Section 14 and the Southwest corner of Section 11; thence North 00°13'55" West 2642.81 feet to a stone found at the West quarter corner of said Section 11; thence North 07°10'37" West 2817.61 feet to a stone found at the Northwest corner of said Section 11 and the Southwest corner of Section 2; thence North 00°48'17" East 4816.75 feet to a stone found at the Northwest corner of Section 2, Township 1 South, Range 4 East, Salt Lake Base and Meridian; thence South 89°36'41" East 567.30 feet to a stone found at the Southwest corner of Section 35, Township 1 North, Range 4 East, Salt Lake Base and Meridian; thence North 00°47'21" East 5248.25 feet to a fence corner found at the Northwest corner of said Section 35; thence South 89°57'25" East 5053.95 feet to a stone found at the Northeast corner of said Section 35; thence South 00°24'17" West along the East line of said Section 5268.15 feet to a stone found at the Southeast corner of said Section 35; thence North 88°48'36" East 2528.81 feet to a rebar found at the North quarter corner of Section 1, Township 1 South, Range 4 East, Salt Lake Base and Meridian; thence South 00°07'57" East 2309.38 feet to the Southwest corner of the Northeast quarter of said Section 1; thence South 89°25'16" East 2682.59 feet to the East quarter corner of said Section 1; thence South 00°05'47" East 2676.60 feet along the East line of Section 1, to the Northeast corner of Section 12; thence South 00°05'47" East along the East line of said Section 5353.21 feet to a stone found at the Southeast corner of said Section 12; thence South 00°35'51" East 5311.76 feet to a stone found at the Southeast corner of Section 13; thence South 00°02'26" West 5315.33 feet to a rebar found at the Southeast corner of Section 24; thence North 89°50'58" West 1338.50 feet to the Northwest corner of the Northeast quarter of the Northeast quarter of Section 25; thence South 00°01'14" East 2660.23 feet to the Southwest corner of the Southeast quarter of the Northeast quarter of said Section 25; thence South 00°00'30" East 1343.62 feet to the Southwest corner of the Northeast quarter of the Southeast quarter of Section 25; thence South 89°49'21" East 1336.97 feet to the Southeast corner of the Northeast quarter of the Southeast quarter of said Section 25; thence South 00°01'22" West 1321.75 feet to a stone found at the Southeast corner of said Section 25; thence South 00°52'12" East 2688.62 feet to a stone found at the East quarter corner of Section 36; thence South 00°30'19" West 2609.87 feet to a stone found at the Southeast corner of said Section 36; thence North 89°59'51" West 2652.94 feet to a stone found at the South quarter corner of said Section 36; thence North 89°31'22" West 2666.73 feet, more or less, to the point of beginning.

Excluding that portion lying within the bounds of I-80.

PARCEL "B":

Beginning at a point on the Westerly right-of-way line of Brown's Canyon Road (formerly State Highway No. 196), said point being North 2936.44 feet and East 679.56 feet from the Southwest Corner of Section 31, Township 1 South, Range 5 East, Salt Lake Base and Meridian; and running thence South 80°53'14" West 123.66 feet; thence South 73°23'48" West 588.27 feet to a point on the Westerly line of said Section 31; thence North 00°20'14" West along said West line 125.00 feet; thence North 73°23'48" East 561.11 feet; thence North 80°53'14" East

146.58 feet to a point on a 1465.69 foot radius curve to the left, said point also being on the Westerly right-of-way line of said Brown's Canyon Road (radius point bears South 89°35'42" East 1465.69 feet, of which the central angle is 04°43'45"); thence Southerly along the arc of said curve and the Westerly right-of-way line of said Brown's Canyon Road 120.98 feet to the point of beginning.

PARCEL "C":

Legal Description for 100 Foot Road Parcel:

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

From the true point of beginning thence Easterly along a line 50.00 feet Northerly of and parallel to the Northerly line of the Southwest one-quarter of the Southwest one-quarter of said Section 30, 990 feet more or less to the Westerly right-of-way of Brown's Canyon Road (formerly State Highway No. 196) with both the Northerly and Southerly right-of-way extending as required to intersect said Westerly right-of-way of said Brown's Canyon Road, said point also being the terminus of said 100.00 foot road parcel.

ALSO: Beginning at a point which is North 00°03'36" East 1321.45 feet along the Easterly line of Section 25 from the Southeast corner of Section 25, Township 1 South, Range 4 East, thence continuing along said Easterly line of said Section 25, 50.00 feet to the true point of beginning of a 100.00 foot road parcel measured 50.00 feet either side at right angles to the following described centerline.

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

Together with:

A non-exclusive right of way and easement to make incidental use of such portions of a portion of 500 feet of property adjacent to the North of the aforementioned Parcel "C" as may be reasonably necessary in connection with the construction, maintenance, repair or replacement of any roadway improvements located thereon.

As granted by a Real Property Purchase Agreement recorded December 5, 1991 as Entry No. 350974 in Book 636 at page 497 and re-recorded December 11, 1991 as Entry No. 351244 in Book 637 at page 329 of Official Records.

PARCEL "D":

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A 100 foot wide parcel of land located in Section 22, Township 1-South, Range 4 East, Salt Lake Base and Meridian, Summit County, State of Utah, described as follows:

Beginning at the Northwest corner of Section 22, Township 1 South, Range 4 East, Salt Lake Base and Meridian, Summit County, State of Utah; thence South 89°43'02" East along the North section line of said Section 22, 2650.98 feet to the North quarter corner of said Section 22; thence South 89°43'02" East along said North section line 336.69 feet; thence South 488.51 feet to the North corner of Lot 10, Silver Creek Commerce Center Plat "C" Amended, as recorded in the Office of the Summit County Recorder, thence South along the Easterly boundary of said Silver Creek Commerce Center 45.55 feet; thence South 30°00'00" East along said boundary line 600.00 feet; thence South 34°55'43" East along said boundary line 298.08 feet to the true point of beginning. Said point being on a 470.00 foot radius curve to the right (center bears South 00°00'15" East 470.00 feet of which the central angle is 08°00'15"); thence Southeasterly along the arc of said curve 65.66 feet; thence South 82°00'00" East 187.49 feet to a point on a 370.00 foot radius curve to the left (center bears North 08°00'00" East 370.00 feet of which the central angle is 33°00'00"); thence Northeasterly along the arc of said curve 213.10 feet; thence North 65°00'00" East 509.42 feet to a point on an 800.00 foot radius curve to the right (center bears South 25°00'00" East 800.00 feet of which the central angle is 25°00'00"); thence Northeasterly along the arc of said curve 349.07 feet; thence East 594.78 feet more or less to a point on the East section line of Section 22, Township 1 South, Range 4 East, Salt Lake Base and Meridian, Summit County, State of Utah; thence South 89°41'46" East 83.41 feet to the Westerly line of the State of Utah, Division of Parks and Recreation Right of Way, (formerly the Union Pacific Railroad right-of-way); thence South 19°43'58" East along said Westerly line 106.24 feet; thence North 89°47'05" West 118.26 feet to said East section line; thence West 595.03 feet more or less to a point on a 700.00 foot radius curve to the left (center bears South 700.00 feet to which the central angle is 25°00'00"); thence Southwesterly along the arc of said curve 305.43 feet; thence South 65°00'00" West 509.42 feet to a point on a 470.00 foot radius curve to the right (center bears North 25°00'00" West 470.00 feet of which the central angle is 33°00'00"); thence Northwesterly along the arc of said curve 270.70 feet; thence North 82°00'00" West 165.03 feet to a point on the Easterly boundary line of said Silver Creek Commerce Center, thence North 34°55'43" West along said Easterly boundary line 130.17 feet to the point of beginning.

Basis of bearing for this description is South 89°43'02" East along the North line of Section 22, Township 1 South, Range 4 East, Salt Lake Base and Meridian, Summit County, State of Utah, as shown on the plat of Silver Creek Commerce Center Plat "C" Amended, as recorded in the Office of the Summit County Recorder.

PARCEL "D-1":

That certain parcel labeled 70.0 foot Access Easement (Future Dedication) as set forth on the recorded plat of Silver Creek Commerce Center, Plat C, Amended, according to the official plat thereof, recorded August 15, 1991 as Entry No. 345364 of the Official Records, in the office of the Summit County

Recorder, as an exclusive perpetual easement and right of way of general passage over and across the following real property in Summit County, Utah for the purposes of providing ingress and egress to and from the real property as an easement appurtenant to Grantee's Lands, said parcel being more particularly described as follows:

Beginning at the Southwest corner of Lot 7, Plat "C", Amended, Silver Creek Commerce Center, which point is South 89°43'02" East along the section line 243.71 feet and South 1468.80 feet from the North quarter corner of Section 22, Township 1 South, Range 4 East, Salt Lake Base and Meridian; thence East 126.12 feet to a curve to the left concave Northerly having a radius of 175.00 feet; thence Northeasterly 91.63 feet around the periphery of said curve (chord = North 75°00'00" East 90.59 feet); thence North 60°00'00" East 141.90 feet to a curve to the right concave Southerly having a radius of 455.00 feet; thence Northeasterly 248.87 feet around the periphery of said curve (local chord = North 75°40'11" East 245.78 feet to the Easterly line of said subdivision; thence South 35°00'00" East along said subdivision line 91.51 feet; thence North 82°00'00" West 9.64 feet to a curve to the left concave Southerly having a radius of 385.00 feet; thence Southwesterly 255.34 feet around the periphery of said curve (chord = South 79°00'00" West 250.69 feet); thence South 60°00'00" West 141.90 feet to a curve to the right concave Northerly having a radius of 245.00 feet; thence Westerly 128.28 feet around the periphery of said curve (chord = South 75°00'00" West 126.82 feet); thence West 125.37 feet to the Easterly line of Silver Creek Drive; thence Northwesterly 70.03 feet along said street line around the periphery of a curve to the left concave Westerly having a radius of 773.56 feet (local chord = North 00°36'67" West 70.00 feet) to the point of beginning.

As created by an Easement Deed recorded January 27, 1993 as Entry No. 373009 in Book 706 at page 515 of Official Records.

PARCEL "D-2":

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

Beginning at a point that is South 00°13'37" West along the section line 140.71 feet and South 19°43'58" East along the State Parks right-of-way 900.45 feet from the Northwest Corner of Section 23, Township 1 South, Range 4 East, Salt Lake Base and Meridian, and running thence South 19°43'58" East 102.14 feet to a point on a 1050 foot radius curve to the right (radius bears North 8°33'57" West); thence Westerly along the arc of said curve a distance of 156.98 feet through a central angle of 8°33'57"; thence West 52.18 feet; thence North 19°43'58" West 106.24 feet; thence East 88.05 feet to the point of curvature of a 950 foot radius curve to the left (radius bears North); thence along the arc of said curve a distance of 122.25 feet through a central angle of 7°22'22" to the point of beginning.

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

EXHIBIT B

Promontory Spine Infrastructure/Golf Improvement Plans

**EXHIBIT B
DRAWINGS AND SPECIFICATIONS FOR PHASE 1 SPINE AND COLLECTOR ROADS
CONSTRUCTION PHASE**

In accordance with the contract documents as prepared by Jack Johnson Company dated June 2000, the plan set for construction and inclusion into the contract documents are listed as follows:

Specifications

- October, 1991 Design Standards and Construction Specifications for Sanitary Sewers in the Snyderville Basin Sewer Improvement District
- April, 1999 Park City, UTAH Office of the City Engineer; Design Standards - Construction Specifications and Standard Drawings
- June, 2000 Promontory Phase 1A - Spine Road Excavation and Grading Specifications - Bidding and Contract Documents

Spec Section	Title	Pages
	Forward	1
	Table of Contents	1
Part 100	Bidding Documents	1
Section 101	Request for Bids	1
Section 102	Bid Proposal	2
Section 103	Instruction to Bidders	2
Section 104	Items of Work Bid Schedule	4
Section 105	Sub-Contractors List	1
Section 106	Bid Bond	1
Part 200	Contractual Documents	1
Section 201	Agreement	3
Section 202	Performance Bond	2
Section 203	Labor and Material Payment Bond	2
Part 300	Procedural Documents	1
Section 301	Notice of Award	1
Section 302	Notice to Proceed	1
Section 303	Certificate of Substantial Completion	1
Part 400	General Conditions of the Contract	5
Section 401	Definitions	6
Section 402	Preconstruction Procedures	2
Section 403	Correlation and Interpretation of Contract Documents	1
Section 404	Contractor's Responsibility for Work	10
Section 405	Property and Subsurface Conditions	1
Section 406	Bonds and Insurance	3
Section 407	Prosecution and Progress	12
Section 408	Owner's Responsibilities	1
Section 409	Owner's Representative Status During Construction	1
Section 410	Change Orders	2
Section 411	Guarantees, Tests, Inspections, Correction, or Acceptance of Defective Work	3
Section 412	Suspension and Termination of Work	1
Section 413	Miscellaneous	1
Section 480	Items of Site Work	25

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Drawings

Promontory Spine Road 1 Construction Drawings Summit County, Utah

Prepared for: Pivotal Promontory L.L.C. 2415 East Camelback Road, Phoenix, Arizona, 85106

Prepared by: Jack Johnson Company, 1777 Sun Peak Drive, Park City, Utah 84098

November, 2000

Spine Road 1A

Date	Drawing Number	Sheet Title	Revision #	Revision Date
11/9/00	Sheet 1	Spine Road 1 - Cover Sheet		
11/9/00	Sheet 2	Index - Spine Road 1		
11/9/00	Sheet C1	Spine Road 1 Plan and Profile - Sta. 10+00 thru 20+00		
11/9/00	Sheet C2	Spine Road 1 Plan and Profile - Sta. 20+00 thru 30+00		
11/9/00	Sheet C3	Spine Road 1 Plan and Profile - Sta. 30+00 thru 40+00		
11/9/00	Sheet C4	Spine Road 1 Plan and Profile - Sta. 40+00 thru 50+00		
11/9/00	Sheet C5	Spine Road 1 Plan and Profile - Sta. 50+00 thru 60+00		
11/9/00	Sheet C6	Spine Road 1 Plan and Profile - Sta. 60+00 thru 70+00		
11/9/00	Sheet C7	Spine Road 1 Plan and Profile - Sta. 70+00 thru 80+00		
11/9/00	Sheet C8	Spine Road 1 Plan and Profile - Sta. 80+00 thru 90+00		
11/9/00	Sheet C9	Spine Road 1 Plan and Profile - Sta. 90+00 thru 100+00		
11/9/00	Sheet C10	Spine Road 1 Plan and Profile - Sta. 100+00 thru 110+00		
11/9/00	Sheet C11	Spine Road 1 Plan and Profile - Sta. 110+00 thru 120+00		
11/9/00	Sheet C12	Spine Road 1 Plan and Profile - Sta. 120+00 thru 130+00		
9/26/00	Sheet X1	Spine Road 1 Cross Sections		
9/26/00	Sheet X2	Spine Road 1 Cross Sections		
9/26/00	Sheet X3	Spine Road 1 Cross Sections		
9/26/00	Sheet X4	Spine Road 1 Cross Sections		
9/26/00	Sheet X5	Spine Road 1 Cross Sections		
9/26/00	Sheet X6	Spine Road 1 Cross Sections		
9/26/00	Sheet X7	Spine Road 1 Cross Sections		
9/26/00	Sheet X8	Spine Road 1 Cross Sections		
	D1	Standard Details		
	D2	Standard Details		
	D3	Standard Details		

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Spine Road 1B				
Date	Drawing Number	Sheet Title	Revision #	Revision Date
11/7/00	1	Spine Road 2 - Cover Sheet		
11/7/00	2	Index - Spine Road 2		
11/6/00	C1	Spine Road 2 Plan and Profile - Sta. 0+00 thru 10+00		
11/6/00	C2	Spine Road 2 Plan and Profile - Sta. 10+00 thru 20+00		
11/6/00	C3	Spine Road 2 Plan and Profile - Sta. 20+00 thru 30+00		
11/7/00	C4	Spine Road 2 Plan and Profile - Sta. 30+00 thru 40+00		
11/7/00	C5	Spine Road 1 Plan and Profile - Sta. 40+00 thru 50+00		
11/7/00	C6	Spine Road 2 Plan and Profile - Sta. 50+00 thru 60+00		
11/7/00	C7	Spine Road 2 Plan and Profile - Sta. 60+00 thru 70+00		
11/7/00	C8	Spine Road 2 Plan and Profile - Sta. 70+00 thru 80+00		
11/7/00	C9	Spine Road 2 Plan and Profile - Sta. 80+00 thru 90+00		
11/7/00	C10	Spine Road 2 Plan and Profile - Sta. 90+00 thru 100+00		
11/7/00	C11	Spine Road 2 Plan and Profile - Sta. 100+00 thru 110+00		
11/7/00	C12	Spine Road 2 Plan and Profile - Sta. 110+00 thru 120+00		
11/7/00	C13	Spine Road 2 Plan and Profile - Sta. 120+00 thru 130+00		
11/7/00	C14	Spine Road 2 Plan and Profile - Sta. 130+00 thru 140+00		
11/7/00	C15	Spine Road 2 Plan and Profile - Sta. 140+00 thru 150+00		
9/26/00	X1	Spine Road 2 Cross Sections		
9/26/00	X2	Spine Road 2 Cross Sections		
9/26/00	X3	Spine Road 2 Cross Sections		
9/26/00	X4	Spine Road 2 Cross Sections		
9/26/00	X5	Spine Road 2 Cross Sections		
9/26/00	X6	Spine Road 2 Cross Sections		
	D1	Standard Details		
	D2	Standard Details		
	D3	Standard Details		
Spine - Entry Road				
Date	Drawing Number	Sheet Title	Revision #	Revision Date
11/6/00	1	Spine - Entry Road - Cover Sheet		
11/6/00	2	Spine - Entry Road - Index Sheet		
11/6/00	C1	Spine - Entry Road Plan and Profile - Sta. 0+00 thru 20+00		
11/6/00	C2	Spine - Entry Road Plan and Profile - Sta. 20+00 thru 30+00		
11/6/00	C3	Spine - Entry Road Plan and Profile - Sta. 30+00 thru 40+00		
11/6/00	C4	Spine - Entry Road Plan and Profile - Sta. 40+00 thru 50+00		
11/6/00	C5	Spine - Entry Road Plan and Profile - Sta. 50+00 thru 60+00		
11/6/00	C6	Spine - Entry Road Plan and Profile - Sta. 60+00 thru 70+00		
11/6/00	C7	Spine - Entry Road Plan and Profile - Sta. 70+00 thru 80+00		
11/6/00	C8	Spine - Entry Road Plan and Profile - Sta. 80+00 thru 90+00		
11/6/00	C9	Spine - Entry Road Plan and Profile - Sta. 90+00 thru 100+00		
11/6/00	C10	Spine - Entry Road Plan and Profile - Sta. 100+00 thru 105+00		
9/27/00	X1	Spine - Entry Road Cross Sections		
9/27/00	X2	Spine - Entry Road Cross Sections		
9/27/00	X3	Spine - Entry Road Cross Sections		
9/27/00	X4	Spine - Entry Road Cross Sections		
9/27/00	X5	Spine - Entry Road Cross Sections		
9/27/00	X6	Spine - Entry Road Cross Sections		
11/9/00	D1	Standard Details		
11/9/00	D2	Standard Details		
11/9/00	D3	Standard Details		

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Spine - Connector Road				
Date	Drawing Number	Sheet Title	Revision #	Revision Date
11/6/00	1	Spine - Connector Road - Cover Sheet		
11/6/00	2	Spine - Connector Road - Index Sheet		
11/6/00	C1	Spine - Connector Road Plan and Profile - Sta. 10+00.38 thru 20+00		
11/6/00	C2	Spine - Connector Road Plan and Profile - Sta. 20+00 thru 30+00		
11/6/00	C3	Spine - Connector Road Plan and Profile - Sta. 30+00 thru 40+00		
	C4	Spine - Connector Road Plan and Profile - Sta. 40+00 thru 50+00		
11/6/00	C5	Spine - Connector Road Plan and Profile - Sta. 50+00 thru 60+00		
11/6/00	C6	Spine - Connector Road Plan and Profile - Sta. 60+00 thru 70+00		
11/6/00	C7	Spine - Connector Road Plan and Profile - Sta. 70+00 thru 80+00		
11/6/00	C8	Spine - Connector Road Plan and Profile - Sta. 80+00 thru 90+00		
11/6/00	C9	Spine - Connector Road Plan and Profile - Sta. 90+00 thru 99+26.12		
9/26/00	X1	Spine - Connector Road Cross Sections		
9/26/00	X2	Spine - Connector Road Cross Sections		
9/26/00	X3	Spine - Connector Road Cross Sections		
9/26/00	X4	Spine - Connector Road Cross Sections		
9/26/00	D1	Standard Details		
9/26/00	D2	Standard Details		
11/9/00	D3	Standard Details		
10/17/00	D4	Standard Details		

Specifications

19-Mar-01 16 Pages

Modular Block Retaining Walls - Spine Roads 1 & 2 - Promontory Development in Summit County, UTAH as prepared by Geotechnical

Drawings

Date	Drawing Number	Sheet Title	Revision #	Revision Date
3/19/01	PROM-DET-01	Cross-Sections and Details - Modular Block Retaining Wall	1	3/21/01
3/19/01	PROM-A-01	Plan View & Elevation View A-A' - Geogrid Reinforced Modular Block Wall, Sta 33+20 to 35+50, Spine Road 1		
3/19/01	PROM-A-02	Plan View & Elevation View B-B' - Geogrid Reinforced Modular Block Wall, Sta 41+00 to 43+65, Spine Road 1		
3/19/01	PROM-A-03	Plan View & Elevation View C-C' - Geogrid Reinforced Modular Block Wall, Sta 44+00 to 46+70, Spine Road 1		
3/19/01	PROM-A-04	Plan View & Elevation View D-D' - Geogrid Reinforced Modular Block Wall, Sta 54+75 to 58+90, Spine Road 1		
3/19/01	PROM-A-05	Plan View & Elevation View E-E' - Geogrid Reinforced Modular Block Wall, Sta 59+85 to 61+95, Spine Road 1		
3/19/01	PROM-A-06	Plan View & Elevation View F-F' - Geogrid Reinforced Modular Block Wall, Sta 62+30 to 70+90, Spine Road 1		
3/19/01	PROM-A-07	Plan View & Elevation View G-G' - Geogrid Reinforced Modular Block Wall, Sta 72+50 to 73+50, Spine Road 1		
3/19/01	PROM-A-08	Plan View & Elevation View H-H' - Geogrid Reinforced Modular Block Wall, Sta 74+25 to 77+85, Spine Road 1		
3/19/01	PROM-A-09	Plan View - Geogrid Reinforced Modular Block Wall, Sta 82+05 to 93+90, Spine Road 1		
3/19/01	PROM-A-10	Elevation View I-I - Geogrid Reinforced Modular Block Wall, Sta 82+05 to 93+90, Spine Road 1		
3/19/01	PROM-A-11	Plan View & Elevation View J-J' - Geogrid Reinforced Modular Block Wall, Sta 96+40 to 97+65, Spine Road 1		
3/19/01	PROM-A-12	Plan View & Elevation View K-K' - Geogrid Reinforced Modular Block Wall, Sta 98+00 to 101+60, Spine Road 1		
3/19/01	PROM-B-01	Plan View & Elevation View L-L' - Geogrid Reinforced Modular Block Wall, Sta 42+35 to 44+71, Spine Road 1		
3/19/01	PROM-Spine 1 & 2	Overall Plan View & Sheet Index - Geogrid Reinforced Modular Block Wall, Spine Roads 1 & 2		

**EXHIBIT B
DRAWINGS AND SPECIFICATIONS FOR PHASE 1 GOLF COURSE**

In accordance with the contract documents as prepared by Dye Designs dated August 14, 2000, the plan set for construction and inclusion into the contract documents are listed as follows:

Specifications

August, 2000 Dye Designs - Promontory Golf Club as detailed on Table of Contents attached (2 pages)

7/31/00 Golf Course Irrigation Specifications as prepared by Bryant Taylor Gordon Golf

Drawings

Promontory Golf Club
Pete Dye Golf Course Designer
August 14, 2000

Date	Drawing Number	Sheet Title	Revision #	Revision Date
8/14/00		Cover Sheet		
8/14/00	Sheet 2 of 20	Table of Contents		
8/14/00	Sheet 3 of 20	Staking Plan		
8/14/00	Sheet 4 of 20	Grading Plan	1	9/13/00
9/13/00	Sheet 5 of 20	Grading Plan	1	9/13/00
9/13/00	Sheet 6 of 20	Grading Plan	1	9/13/00
9/13/00	Sheet 7 of 20	Grading Plan	1	9/13/00
8/14/00	Sheet 8 of 20	Cut and Fill Plan		
8/14/00	Sheet 9 of 20	Cut and Fill Plan		
8/14/00	Sheet 10 of 20	Cut and Fill Plan		
8/14/00	Sheet 11 of 20	Cut and Fill Plan		
8/14/00	Sheet 12 of 20	Drainage Plan		
8/14/00	Sheet 13 of 20	Drainage Plan		
8/14/00	Sheet 14 of 20	Drainage Plan		
8/14/00	Sheet 15 of 20	Drainage Plan		
8/14/00	Sheet 20 of 20	Construction Details		
8/31/00	Sheet 1 of 4	Landscape Plans	1	8/31/00
8/14/00	Sheet 2 of 4	Landscape Plans		
8/14/00	Sheet 3 of 4	Landscape Plans		
8/14/00	Sheet 4 of 4	Landscape Plans		

Irrigation as prepared by Bryant Taylor Gordon Golf

Date	Drawing Number	Sheet Title	Revision #	Revision Date
7/31/00	1	Irrigation Plan Mechanical		
7/31/00	2	Irrigation Plan Mechanical		
7/31/00	3	Irrigation Plan Mechanical		
7/31/00	4	Irrigation Plan Mechanical		
7/31/00	5	Irrigation Plan Landscape		
7/31/00	6	Irrigation Plan Landscape		
7/31/00	7	Irrigation Plan Landscape		
7/31/00	8	Irrigation Plan Landscape		
7/31/00	9	Irrigation Plan Deep Bury Main Line		
7/31/00	10	Irrigation Plan Deep Bury Main Line		
7/31/00	11	Irrigation Plan Deep Bury Main Line		
7/31/00	12	Irrigation Plan Deep Bury Main Line		
7/31/00	13	Irrigation Plan Electrical		
7/31/00	14	Irrigation Plan Electrical		
7/31/00	15	Irrigation Plan Electrical		
7/31/00	16	Irrigation Plan Electrical		
7/31/00	17	Irrigation Plan Communication	00589058	Bk01370 Pg01264
7/31/00	18	Irrigation Plan Communication		
7/31/00	19	Irrigation Plan Communication		
7/31/00	20	Irrigation Plan Communication		
7/31/00	21	Irrigation Construction Details		
7/31/00	22	Irrigation Construction Details		

EXHIBIT C

**Promontory Development Cost Schedules
For Bonding or Other Security**

Spine Road 1A					
Cost Code	Description	Contract Totals			
		Quantity	Unit Measure	Unit Price	Scheduled Value
BASE BID SPINE 1 ROAD, AMES CONSTRUCTION, INC., JULY 21, 2000					
	Clearing and Grubbing	16.80	AC	\$ 2,490.00	\$ 41,832
	Strip and Stockpile Topsoil	13,550	CY	\$ 2.86	\$ 38,753
	Site Excavation (rock)	25,733	CY	\$ 8.31	\$ 213,841
	Site Excavation (common)	101,431	CY	\$ 3.82	\$ 387,466
	Rip-rap, Machine placed	1,349	TN	\$ 9.22	\$ 12,438
	18" RCP Storm Drain	2,228	LF	\$ 20.76	\$ 46,253
	BASE BID TOTALS				\$ 740,584
11395					
CONTRACT MODIFICATIONS TO BASE BID, PER NOVEMBER 2000 DRAWINGS					
02031	Structural Retaining Walls - Eng.	44,988	SF	\$ 0.30	\$ 13,496
02031	Retaining Wall - Engineered	44,988	SF	\$ 15.69	\$ 705,862
	Stacked rock wall	53,150	SF	\$ 4.50	\$ 239,175
	Stacked rock wall	50,000	SF	\$ 4.50	\$ 225,000
	Stacked rock wall mat'l (Load, Haul, Dump @ Entrances)	37,900	TN	\$ 16.00	\$ 606,400
	6" Aggregate Base Course	11,100	TN	\$ 9.95	\$ 110,445
	10" Select Sub-Base	18,200	TN	\$ 6.75	\$ 122,850
	4" bituminous Surface Course	273,500	SF	\$ 0.85	\$ 232,475
	Guard rail	11,000	LF	\$ 21.50	\$ 236,500
	Topsoil spreading	8,000	CY	\$ 3.00	\$ 24,000
	Revegetation	14	AC	\$ 2,210.00	\$ 30,940
	Straw Bales	1,380	LF	\$ 2.53	\$ 3,491
	Silt Fence	5,465	LF	\$ 2.53	\$ 13,826
	Off Road Drain Swale	585	LF	\$ 2.00	\$ 1,170
02015	Storm Drain				
	SD Inlet	25	EA	\$ 1,500.00	\$ 37,500
	Cleanout Box	6	EA	\$ 2,000.00	\$ 12,000
	SUBTOTAL				\$ 2,615,131
	TOTAL SCHEDULE OF VALUES				\$ 3,355,715
	BOND COST = 120% of CONSTRUCTION COST				\$ 4,026,858

Spine Road 1B					
Cost Code	Description	Contract Totals			Scheduled Value
		Quantity	Unit Measure	Unit Price	
BASE BID SPINE 2 ROAD, AMES CONSTRUCTION, INC., JULY 21, 2000					
	Clearing and Grubbing	17.60	AC	\$ 1,880.00	\$ 33,088
	Erosion Control	17,600	LF	\$ 2.53	\$ 44,528
	Strip and Stockpile Topsoil	14,200	CY	\$ 1.27	\$ 18,034
	Site Excavation (rock)	4,705	CY	\$ 12.75	\$ 59,989
	Site Excavation (common)	43,999	CY	\$ 1.57	\$ 69,078
	Rip-rap, Machine placed	613	TN	\$ 9.22	\$ 5,652
	BASE BID TOTALS				\$ 230,369
14258					
CONTRACT MODIFICATIONS TO BASE BID, PER NOVEMBER 2000 DRAWINGS					
02031	Structural Retaining wall	3,259	SF	\$ 0.30	\$ 978
02031	Structural Retaining wall	3,259	SF	\$ 15.69	\$ 51,134
	8' Stacked Rock Wall	10,850	SF	\$ 4.50	\$ 48,825
	Stacked rock wall mat'l (Load, Haul, Dump @ Entrances)	4,000	TN	\$ 16.00	\$ 64,000
	6" Aggregate Base Course	13,800	TN	\$ 9.95	\$ 137,310
	10" Select Sub-Base	22,700	TN	\$ 6.75	\$ 153,225
	4" Bituminous Surface Course	342,200	SF	\$ 0.85	\$ 290,870
	Guard rail	3,000	LF	\$ 21.50	\$ 64,500
	Topsoil spreading	10,900	CY	\$ 3.00	\$ 32,700
	Revegetation	20	AC	\$ 2,210.00	\$ 44,200
02015	Storm Drain				
	18" RCP	542	LF	\$ 20.76	\$ 11,252
	SD Inlet	8	EA	\$ 1,500.00	\$ 12,000
	Cleanout Box	1	EA	\$ 2,000.00	\$ 2,000
SUBTOTAL					\$ 912,993
CONTRACT MODIFICATION TOTAL					\$ 912,993
TOTAL SCHEDULE OF VALUES					\$ 1,143,362
BOND COST = 120% OF COSNTRUCTION COST					\$ 1,372,035

Connector Road Phase 1A					
Cost Code	Description	Contract Totals			
		Quantity	Unit Measure	Unit Price	Scheduled Value
BASE BID CONNECTOR ROAD, AMES CONSTRUCTION, INC., JULY 21, 2000					
	Clearing and Grubbing	11.36	AC	\$ 934.00	\$ 10,610
	Erosion Control	8,420	LF	\$ 2.52	\$ 21,218
	Strip and Stockpile Topsoil	9,200	CY	\$ 1.27	\$ 11,684
	Site Excavation (common)	47,656	CY	\$ 1.49	\$ 71,007
	Rip-rap, Machine placed	613	TN	\$ 9.22	\$ 5,652
	24" RCP Storm Drain	192	LF	\$ 27.79	\$ 5,336
	18" CMP Storm Drain	107	LF	\$ 19.32	\$ 2,067
	Final Clean-Up	1	LS	\$ 1,120.00	\$ 1,120
8926	8' Stacked Rock Wall (Install Only)	3,000	SF	\$ 4.50	\$ 13,500
	Stacked rock wall mat'l (Load, Haul, Dump @ Entrances)	1,100	TN	\$ 16.00	\$ 17,600
	6" Aggregate Base Course	8,800	TN	\$ 9.95	\$ 87,560
	10" Select Sub-Base	14,300	TN	\$ 6.75	\$ 96,525
	4" Bituminous Surface Course	214,300	SF	\$ 0.85	\$ 182,155
	Guard rail	2,000	LF	\$ 21.50	\$ 43,000
	Topsoil spreading	6,400	CY	\$ 3.00	\$ 19,200
	Revegetation / Hydro mulch	13	AC	\$ 2,210.00	\$ 28,730
	Site Excavation (common)	-1,844	CY	\$ 1.49	\$ (2,748)
	Rip-Rap, on-site mat'l, machine placed	0	TN	\$ 9.22	\$ -
	Erosion Control	0	LF	\$ 2.52	\$ -
02015	Storm Drain				
	18" RCP	358	LF	\$ 20.76	\$ 7,432
	30" RCP	118	LF	\$ 37.00	\$ 4,366
	SD Inlet	3	EA	\$ 1,500.00	\$ 4,500
	Cleanout Box - contract modification	3	EA	\$ 2,000.00	\$ 6,000
	SUBTOTAL				\$ 636,515
TOTAL SCHEDULE OF VALUES					\$ 636,515
BOND COST = 120% OF CONSTRUCTION COST					\$ 763,818

Entry Road Phase 1A				
Cost Code	Description	Quantity	Contract Totals	
			Unit Measure	Scheduled Value
BASE BID ENTRY ROAD, AMES CONSTRUCTION, INC., JULY 21, 2000				
	Clearing and Grubbing	10.32	AC	\$ 1,071.00 \$ 11,053
	Erosion Control	12,910	LF	\$ 2.53 \$ 32,662
	Strip and Stockpile Topsoil	8,325	CY	\$ 1.55 \$ 12,904
	Site Excavation (common)	17,435	CY	\$ 1.96 \$ 34,173
	Rip-rap, Machine placed	16	TN	\$ 9.27 \$ 148
	Final Clean-Up	1	LS	\$ 1,120.00 \$ 1,120
9269				
	6" Aggregate Base Course	9,100	TN	\$ 9.950 \$ 90,545
	10" Select Sub-Base	14,800	TN	\$ 6.750 \$ 99,900
	4" Bituminous Surface Course	222,500	SF	\$ 0.85 \$ 189,125
	Topsoil spreading	6,700	CY	\$ 3.00 \$ 20,100
	Revegetation / Hydro Mulch	13	AC	\$ 2,210.00 \$ 28,730
	Rip-Rap, on-site mat'l, machine placed	229	TN	\$ 9.27 \$ 2,123
02015	Storm Drain			
	15" RCP	44	LF	\$ 17.90 \$ 788
	18" RCP	197	LF	\$ 20.76 \$ 4,090
	24" RCP	71	LF	\$ 27.30 \$ 1,938
	36" RCP	440	LF	\$ 44.00 \$ 19,360
	5.3 x 4.0 Arch CMP	110	LF	\$ 89.00 \$ 9,790
	SD Inlet	1	EA	\$ 1,500.00 \$ 1,500
	Remove existing culverts	200	LF	\$ 16.00 \$ 3,200
	SUBTOTAL			\$ 563,248
TOTAL SCHEDULE OF VALUES				\$ 563,248
BOND COST = 120% OF CONSTRUCTION COST				\$ 675,898

BOND COST
4/9/01

DYE DESIGN GOLF COURSE				
Cost Code	Description	Contract Totals		
		Quantity	Unit Measure	Scheduled Value
BASE BID DYE DESIGN GOLF COURSE, AMES CONSTRUCTION, INC., JULY 21, 2000				
	Clearing of Site	188	AC	\$ 112,048
	Dust / Erosion Control	1	LS	\$ 115,000
	Mass Grading	180,000	CY	\$ 345,600
	Topsoil Stripping & Screening (1" minus)	170,000	CY	\$ 307,700
	Grassing/Seeding	188	AC	\$ 131,600
	Jeep trail maintenance	1.0	LS	\$ 80,000
	BASE BID TOTALS			\$ 1,091,948
TOTAL SCHEDULE OF VALUES				\$ 1,091,948
BOND COST = 120% OF CONSTRUCTION COST				\$ 1,310,338