

**DEVELOPMENT IMPROVEMENTS AGREEMENT
FOR
PROMONTORY INITIAL PLAT INFRASTRUCTURE
NEIGHBORHOODS OF
WAPITI CANYON, DEER CROSSING,
WEST VIEW AND WEST HILLS**

THIS AGREEMENT is made this 10th day of August, 2001, by and between **SUMMIT COUNTY**, a political subdivision of the State of Utah (the "County"), and **Pivotal Promontory Development, LLC**, an Arizona limited liability company and **Pivotal Promontory, LLC**, an Arizona limited liability company, together herein referred to as "Developer".

RECITALS

Developer is the owner of certain platted properties more particularly described in Exhibit A, situated in the County of Summit, State of Utah, sometimes referred to as Wapiti Canyon Phase 1, Deer Crossing, West Hills and West View and referred to herein as the "Property."

2. Developer's County-approved Development Agreement for Promontory provides that construction of road and utility infrastructure may be undertaken upon final platting, subject to execution of a Development Improvements Agreement.
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 road and utility infrastructure on the Property, pursuant to that certain Development Agreement dated as of January 2, 2001 (the "Development Agreement").
4. Construction of the roads and 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.**

* See Exhibit D for tax identification number

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ALAN SPRIGGS, SUMMIT CO RECORDER
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BEST: SUMMIT ESCROW & TITLE INSURANCE

Developer has entered into formal commitments, including the approved Development Agreement and this Development Improvements Agreement with an appropriate bonding and installation schedule to guarantee the installation, as hereafter provided and as necessary to serve the Property, and payment therefor, of all 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 all sanitary sewer collection lines on and serving the Property. 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 said sanitary sewer lines and waterlines 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 has entered into a separate guarantee and warranty to the District for such facilities.

(5) The Developer has agreed to construct and pay for culinary and fire protection waterlines to serve the 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. Alternatively, Developer may choose to allow each homesite owner to install an individual propane storage tank and lines to serve their home.

(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 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 said lines and facilities 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 to a "back country" trail standard, the Tollgate and Back Country Loop trails described in the Development Agreement and in the Snyderville Basin Special Recreation District's letter to Developer dated May 8, 2000. The completion of these trail segments shall be bonded together with the other Site Improvements contemplated by this Agreement. The construction of such trails shall be subject to inspection and approval by the County Engineer and the cost of such inspection shall be paid by the Developer.

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 County 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, in the amount of 120% of the cost of construction, determined in accordance with the contract unit prices reflected in the schedule in Exhibit C. The security shall be in the form of either: A) a Letter of Credit drawn upon a state or national bank. Said Letter of Credit shall: (1) be irrevocable, (2) be of a term sufficient to cover the completion and warranty periods according to the values required herein, and (3) require only that the County present the issuer with a signed draft and a certificate signed by an authorized representative of the County certifying to the County's right to draw funds under the Letter of Credit; or B) Establishment of an Escrow Account or Completion Bond with the guarantee that all improvements shall be installed within two years of the effective date of the account or bond or the account or bond will be called by the County to complete the improvements. Acceptable escrow agents shall be the Summit County Treasurer's Office, or banks or savings institutions which are federally insured. This two-year deadline may be extended by the County upon showing of sufficient cause, but no additional phase of the development shall be permitted during such an extension. As portions of

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

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

13. **Default.**

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

14. **Limitation of Liability.**

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

15. **Amendment.**

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

16. **Binding Effect.**

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

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

ATTEST:


Summit County Clerk

APPROVED AS TO FORM.

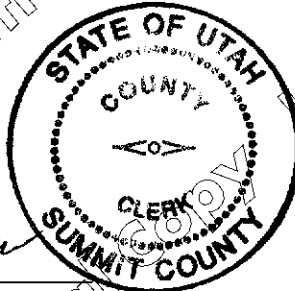

Dave Thomas,
Deputy County Attorney

ACCEPTED:

Pivotal Promontory Development, LLC, an Arizona limited liability company


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

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



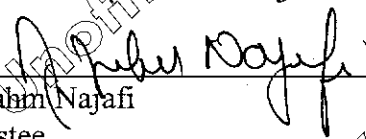
APPROVED:

COUNTY OF SUMMIT, UTAH

By: 
Board of Summit County Commissioners
County Commission Chairman

Its: Administrative Member

By:


J. Jahm Najafi

Its: Trustee

Pivotal Promontory, LLC, an Arizona limited liability company

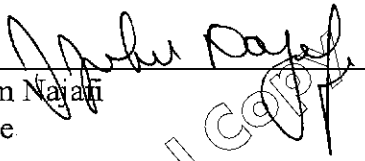
By: Pivotal Group X, LLC, an Arizona limited liability company

Its: Administrative Member

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

Its: Administrative Member

By:


J. Jahm Najafi

Its: Trustee

EXHIBIT A

1. **DEVELOPMENT AGREEMENT AND EXHIBITS**

C. **LEGAL DESCRIPTIONS**

**PROMONTORY
Parcel Descriptions
August 11, 1999**

PARCEL A

Beginning at the Southwest Corner of Section 36, Township 1 South, Range 4 East, Salt Lake Base and Meridian, Summit County, Utah, (Basis of bearing being North 00°03'26" West from the said Southwest Corner to the West Quarter Corner of said Section 36, both being found Stone Monuments), and running thence along the West Section Line of said Section 36, North 00°03'26" West, 2664.42 feet to a stone found at the West Quarter Corner of said Section 36; thence North 00°38'03" West, 2697.90 feet to a stone found at the Northwest Corner of said Section 36; thence South 89°40'24" West 1316.90 feet to the Southwest Corner of the Southeast Quarter of the Southeast Quarter of Section 26; thence North 00°06'02" West 2661.08 feet to the Northwest Corner of the Northeast Quarter of the Southeast Quarter of said Section 26; thence South 89°40'42" West, 1316.04 feet to the Southwest Corner of the Northeast Quarter of said Section 26; thence North 00°04'55" West 2667.46 feet to a stone found at the North Quarter Corner of said Section 26, thence North 00°02'27" West 2642.55 feet to the Southwest Corner of the Northeast Quarter of Section 23; thence North 89°58'47" West, 1858.84 feet, more or less, to the Easterly line of the State of Utah, Division of Parks and Recreation Right of Way, (formerly the Union Pacific Railroad right-of-way), thence along said right-of-way line the following ten (10) courses: 1) North 17°11'48" West 60.67 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, 992.62 feet more or less to a point on a non-tangent 950.00 foot radius curve to the left, radius point bears North 07°16'05" West; thence, 5) Easterly, 153.29 feet along the arc of said curve through a central angle of 09°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

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the Northwest Corner of the Southeast Quarter of the Southwest Quarter of Section 14; thence North 00°15'11" East 1333.52 feet to the Northwest Corner of the Northeast Quarter of the Southwest Quarter of Section 14, thence North 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°51'39" East 1345.97 feet to the Northeast Corner of the Southeast Quarter of the Northwest Quarter of said Section 14; thence South 89°47'40" East 1332.03 feet to the Southwest Corner of the Northeast Quarter of the Northeast Quarter of said Section 14; thence North 00°17'53" East 1335.93 feet to the Northwest Corner of the Northeast Quarter of the Northeast Quarter of said Section 14; thence North 89°48'16" West 1329.81 feet along the North line of said Section 14 to an existing iron rod at the North Quarter Corner of said Section 14, then continuing along said North Line: North 89°55'31" West, 2698.76 feet to a found aluminum cap at the Northwest Corner of said Section 14 and the Southwest Corner of Section 11; thence North 00°13'55" West 2642.81 feet to a stone found at the West Quarter Corner of said Section 11; thence North 07°10'37" West, 2817.61 feet to a stone found at the Northwest Corner of said Section 11, and the Southwest Corner of Section 2; thence North 00°48'17" East 4816.75 feet to a stone found at the Northwest Corner of Section 2, Township 1 South, Range 4 East, Salt Lake Base and Meridian; thence South 89°36'41" East 567.30 feet to a stone found at the Southwest Corner of Section 35, Township 1 North, Range 4 East, Salt Lake Base and Meridian; thence North 00°47'21" East 5248.25 feet to a fence corner found at the Northwest Corner of said Section 35; thence South 89°57'25" East 5053.95 feet to a stone found at the Northeast Corner of said Section 35; thence South 00°24'17" West along the East Line of said Section, 5268.15 feet to a stone found at the Southeast Corner of said Section 35; thence North 88°48'36" East 2528.81 feet to a rebar found at the North Quarter Corner of Section 1, Township 1 South, Range 4 East, Salt Lake Base and Meridian; thence South 00°07'57" East 2309.38 feet to the Southwest Corner of the Northeast Quarter of said Section 1; thence South 89°25'16" East 2682.59 feet to the East Quarter Corner of said Section 1; thence South 00°05'47" East 2676.60 feet along the East line of Section 1, to the Northeast Corner of Section 12; thence South 00°05'47" East along the East Line of said Section, 5353.21 feet to a stone found at the Southeast Corner of said Section 12; thence South 00°35'51" East 5311.76 feet to a stone found at the Southeast Corner of Section 13; thence South 00°02'26" West 5315.33 feet to a rebar found at the Southeast Corner of Section 24; thence North 89°50'58" West 1338.50 feet to the Northwest Corner of the Northeast Quarter of the Northeast Quarter of Section 25; thence South 00°01'14" East 2660.23 feet to the Southwest Corner of the Southeast Quarter of the Northeast Quarter of said Section 25; thence South 00°00'30" East 1343.62 feet to the Southwest Corner of the Northeast Quarter of the Southeast Quarter of Section 25; thence

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South 89°49'21" East 1336.97 feet to the Southeast Corner of the Northeast Quarter of the Southeast Quarter of said Section 25; thence South 00°01'22" West 1321.75 feet to a stone found at the Southeast Corner of said Section 25; thence South 00°52'12" East 2688.62 feet to a stone found at the East Quarter Corner of Section 36; thence South 00°30'19" West 2609.87 feet to a stone found at the Southeast Corner of said Section 36; thence North 89°59'51" West 2652.94 feet to a stone found at the South Quarter Corner of said Section 36, thence North 89°31'22" West 2666.73 feet, more or less, to the Point of Beginning.

(Containing 6559.46 Acres, more or less)

Excluding that portion lying within the bounds of 1-80. (Containing 180.07 Acres, more or less)

Containing 6379.39 Acres Net, more or less.

PARCEL "B"

Beginning at a point on the Westerly right-of-way line of Brown's Canyon Road (formerly State Highway No. 196), said point being North 2936.44 feet and East 679.56 feet from the Southwest Corner of Section 31, Township 1 South, Range 5 East, Salt Lake Base and Meridian; and running thence South 80°53'14" West 123.66 feet; thence South 73°23'48" West 588.27 feet to a point on the Westerly line of said Section 31; thence North 00°20'14" West along said West Line 125.00 feet; thence North 73°23'48" East 561.11 feet; thence North 80°53'14" East 146.58 feet to a point on a 1465.69 foot radius curve to the left, said point also being on the Westerly right-of-way of said Brown's Canyon Road (radius point bears South 89°35'42" East 1465.69 feet, of which the central angle is 04°43'45"); thence Southerly along the arc of said curve and the Westerly right-of-way line of said Brown's Canyon Road 120.98 feet to the point of beginning

Containing 1.88 Acres Net, more or less.

PARCEL "C"

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Legal description for 100 foot road parcel:

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

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

terminus of said 100.00 foot road parcel.

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

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

Containing 2.65 Acres Net, more or less.

PARCEL "D"

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

Beginning at a point that is South 00°13'37" West along the Section Line 140.71 feet and South 19°43'58" East along the State Parks right-of-way 900.45 feet from the Northwest Corner of Section 23, Township 1 South, Range 4 East, Salt Lake Base and Meridian, and running thence South 19°43'58" East 102.14 feet to a point on a 1050 foot radius curve to the right (radius bears North 08°33'57" West); thence Westerly along the arc of said curve a distance of 156.98 feet through a central angle of 08°33'57"; thence West 52.18 feet; thence North 19°43'58" West 106.24 feet; thence East 88.05 feet to the point of curvature of a 950 foot radius curve to the left (radius bears North); thence along the arc of said curve a distance of 122.25 feet through a central angle of 07°22'22" to the point of beginning.

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

Containing 0.48 Acres Net, more or less.

Net Acreage:

Parcel A = 6379.39 Acres

Parcel B = 1.88 Acres

Parcel C = 2.65 Acres

Parcel D = 0.48 Acres

Total = 6384.40 Net Acres

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WEST VIEW SOUTH PARCEL

Beginning at a point which is North 00°12'10" East along the Section Line 2421.78 feet and West 593.89 feet from the Southeast Corner of Section 14, Township 1 South, Range 4 East, Salt Lake Base and Meridian (Basis of Bearing being North 00°12'10" East 5344.64 feet between said Southeast Corner and the Northeast Corner of said Section 14); and running thence South 70°56'11" West 148.92 feet; thence South 84°26'43" West 191.68 feet; thence North 77°54'04" West 181.94 feet; thence North 70°29'06" West 107.68 feet; thence North 58°15'19" West 477.43 feet; thence North 64°45'04" West 194.50 feet; thence North 47°41'36" West 177.95 feet; thence North 28°35'15" West 174.84 feet; thence North 01°32'48" West 185.88 feet; thence South 87°33'44" East 129.76 feet; thence North 02°26'16" East 24.66 feet to a point of curvature of a 275.00 foot radius curve to the right, the center of which bears South 87°33'44" East; thence Northeasterly along the arc of said curve 272.41 feet through a central angle of 56°45'21"; thence North 59°11'37" East 151.52 feet to a point of curvature of a 125.00 foot radius curve to the left, the center of which bears North 30°48'23" West; thence Northerly along the arc of said curve 287.35 feet through a central angle of 131°42'35"; thence North 17°29'02" East 50.00 feet to a non-tangent point of curvature of a 175.00 foot radius curve to the right, the center of which bears South 17°29'02" West; thence Southeasterly along the arc of said curve 189.38 feet through a central angle of 62°00'08"; thence North 79°29'10" East 154.13 feet; thence South 20°35'11" East 110.61 feet; thence South 45°20'31" East 835.18 feet to a non-tangent point of curvature of a 525.00 foot radius curve to the left, the center of which bears South 67°41'09" East; thence Southerly along the arc of said curve 531.47 feet through a central angle of 58°00'05"; thence South 35°41'14" East 114.08 feet to the point of beginning.

Containing 25.29 acres more or less.

WEST VIEW NORTH PARCEL

Beginning at a point which is North 00°12'10" East along the Section Line 3226.47 feet and West 638.91 feet from the Southeast Corner of Section 14, Township 1 South, Range 4 East, Salt Lake Base and Meridian (Basis of Bearing being North 00°12'10" East 5344.64 feet between said Southeast Corner and the Northeast Corner of said Section 14); and running thence North 80°51'40" West 63.52 feet; thence North 38°21'58" West 550.68 feet; thence North 08°26'16" West 208.74 feet; thence North 12°59'39" East 214.35 feet; thence North 07°09'52" East 222.45 feet; thence North 01°01'02" East 205.15 feet; thence North 09°13'18" West 559.17 feet; thence North 29°13'31" East 40.71 feet to a non-tangent point of curvature of a 325.00 foot radius curve to the left, the center of which bears North 29°13'31" East; thence Southeasterly along the arc of said curve 239.30 feet through a central angle of 42°11'17"; thence North 77°02'14" East 55.46 feet to a point of curvature of a 25.00 foot radius curve to the right, the center of which bears South 12°57'46" East; thence Southeasterly along the arc of said curve 38.65 feet through a central angle of 88°34'38" to a point of reverse curvature of a 1225.00 foot radius curve to the left, the center of which bears North 75°36'52" East; thence Southeasterly along the arc of said curve 436.95 feet through a central angle of 20°26'14"; thence South 34°49'22" East 189.81 feet to a point of curvature of a 475.00 foot radius curve to the right, the center of which bears South 35°10'38" West; thence Southeasterly along the arc of said curve 583.38 feet through a central angle of 70°22'09"; thence South 35°32'47"

West 171.83 feet to a point of curvature of a 525.00 foot radius curve to the left, the center of which bears South 54°27'13" East; thence Southwesterly along the arc of said curve 417.30 feet through a central angle of 45°32'30"; thence South 09°59'43" East 73.64 feet to a point of curvature of a 375.00 foot radius curve to the right, the center of which bears South 80°00'17" West; thence Southerly along the arc of said curve 125.23 feet through a central angle of 19°08'03" to the point of beginning.

Containing 18.52 acres more or less.

WEST HILLS WEST PARCEL

Beginning at a point which is North 89°48'16" West along the Section Line 1817.01 feet from the Southeast Corner of Section 11, Township 1 South, Range 4 East, Salt Lake Base and Meridian (Basis of Bearing being North 89°48'16" West 2659.63 feet between said Southeast Corner and the South Quarter Corner of said Section 11; and running thence North 89°48'16" West along said Section Line 229.90 feet; thence North 58°25'29" West 201.65 feet; thence North 20°27'16" West 331.98 feet; thence North 50°28'23" West 192.10 feet; thence North 27°05'24" West 135.16 feet; thence North 06°27'20" East 279.70 feet; thence North 18°32'18" East 212.82 feet; thence North 30°08'03" West 126.66 feet; thence South 68°44'54" West 471.78 feet; thence North 11°08'24" West 442.03 feet; thence North 13°26'50" East 195.50 feet; thence North 55°30'38" East 387.50 feet; thence North 00°21'13" West 214.93 feet; thence North 83°52'53" West 345.57 feet; thence North 07°02'25" West 450.99 feet; thence North 27°17'13" East 925.46 feet; thence South 57°37'23" East 796.34 feet to a non-tangent point of curvature of a 275.00 foot radius curve to the right, the center of which bears South 60°23'52" East; thence Northeasterly along the arc of said curve 44.08 feet through a central angle of 09°11'05"; thence North 57°11'35" West 802.22 feet; thence North 27°17'13" East 518.69 feet; thence North 89°55'18" East 666.33 feet; thence South 50°36'16" East 676.47 feet; thence South 59°13'10" East 424.42 feet; thence South 57°36'30" West 638.18 feet to a non-tangent point of curvature of a 395.00 foot radius curve to the right, the center of which bears South 44°53'55" West; thence Southeasterly along the arc of said curve 110.48 feet through a central angle of 16°01'30"; thence South 65°02'02" West 50.15 feet to a non-tangent point of curvature of a 345.00 foot radius curve to the left, the center of which bears South 60°19'36" West; thence Northwesterly along the arc of said curve 104.22 feet through a central angle of 17°18'30"; thence South 57°36'30" West 139.38 feet; thence South 89°29'17" West 312.04 feet; thence South 55°17'27" West 111.79 feet; thence South 18°43'50" East 263.97 feet; thence South 09°09'24" East 419.24 feet; thence South 00°14'53" East 1135.85 feet; thence South 16°59'40" East 165.96 feet; thence South 05°16'57" East 176.59 feet; thence South 06°32'26" West 207.53 feet; thence South 29°27'49" East 197.75 feet; thence South 60°17'44" East 239.13 feet; thence South 04°56'15" East 77.29 feet to a non-tangent point of curvature of a 200.00 foot radius curve to the right, the center of which bears South 04°56'15" East; thence Easterly along the arc of said curve 194.65 feet through a central angle of 55°45'45"; thence South 39°10'30" East 200.84 feet; thence South 50°49'30" West 50.00 feet; thence North 39°10'30" West 200.84 feet to a point of curvature of a 150.00 foot radius curve to the left, the center of which bears South 50°49'30" West; thence Westerly along the arc of said curve 145.99 feet through a central angle of 55°45'45" to a point of reverse curvature of a 525.00 foot radius curve to the right, the center of which bears North 04°56'15" West; thence Northwesterly along the arc of said curve 339.92 feet through a central angle of 37°05'49"; thence South 32°09'34" West 134.03 feet to the point of beginning.

Containing 98.17 acres more or less.

00608959 Bk01429 Pg01467

WEST HILLS EAST PARCEL

Beginning at a point which is North 89°48'16" West along the Section Line 823.22 feet from the Southeast Corner of Section 11, Township 1 South, Range 4 East, Salt Lake

Base and Meridian (Basis of Bearing being North 89°48'16" West 2659.63 feet between said Southeast Corner and the South Quarter Corner of said Section 11); and running thence South 12°57'46" East 266.50 feet to a point of curvature of a 1225.00 foot radius curve to the left, the center of which bears North 77°02'14" East; thence Southeasterly along the arc of said curve 30.42 feet through a central angle of 01°25'22" to a non-tangent point of curvature of a 25.00 foot radius curve to the left, the center of which bears South 75°36'52" West; thence Northwesterly along the arc of said curve 38.65 feet through a central angle of 88°34'38"; thence South 77°02'14" West 55.46 feet to a point of curvature of a 325.00 foot radius curve to the right, the center of which bears North 12°57'46" West; thence Northwesterly along the arc of said curve 361.82 feet through a central angle of 63°47'16"; thence North 50°49'30" East 50.00 feet to a non-tangent point of curvature of a 275.00 foot radius curve to the left, the center of which bears North 50°49'30" East; thence Southeasterly along the arc of said curve 107.27 feet through a central angle of 22°21'01"; thence North 28°28'29" East 172.05 feet; thence North 43°41'13" West 670.62 feet; thence North 02°44'21" West 218.83 feet; thence North 34°46'31" West 284.74 feet; thence North 10°26'29" East 517.95 feet; thence North 15°29'56" East 365.69 feet; thence North 11°36'29" East 140.36 feet; thence North 27°15'52" West 190.58 feet; thence North 11°10'20" West 201.91 feet; thence North 02°08'09" East 180.89 feet; thence North 28°40'34" West 180.22 feet; thence North 14°32'12" West 147.72 feet; thence North 65°02'02" East 464.14 feet; thence South 81°38'51" East 185.46 feet; thence South 28°07'07" East 130.68 feet; thence South 17°33'34" West 300.52 feet; thence South 79°10'01" West 160.56 feet; thence South 10°49'59" East 77.53 feet to a point of curvature of a 525.00 foot radius curve to the right, the center of which bears South 79°10'01" West; thence Southerly along the arc of said curve 167.62 feet through a central angle of 18°17'35" to a point of reverse curvature of a 150.00 foot radius curve to the left, the center of which bears South 82°32'24" East; thence Southeasterly along the arc of said curve 193.49 feet through a central angle of 73°54'32" to a point of reverse curvature of a 275.00 foot radius curve to the right, the center of which bears South 23°33'04" West; thence Southeasterly along the arc of said curve 155.89 feet through a central angle of 32°28'43"; thence South 33°58'13" East 204.95 feet to a point of curvature of a 475.00 foot radius curve to the left, the center of which bears North 56°01'47" East; thence Southeasterly along the arc of said curve 310.44 feet through a central angle of 37°26'44" to a point of reverse curvature of a 200.00 foot radius curve to the right, the center of which bears South 18°35'03" West; thence Southeasterly along the arc of said curve 218.61 feet through a central angle of 62°37'39" to a point of compound curvature of a 425.00 foot radius curve to the right, the center of which bears South 81°12'42" West; thence Southerly along the arc of said curve 212.13 feet through a central angle of 28°35'55" to a point of reverse curvature of a 25.00 foot radius curve to the left, the center of which bears South 70°11'23" East; thence Southeasterly along the arc of said curve 37.75 feet through a central angle of 86°30'25"; thence North 66°41'48" West 457.99 feet to a point of curvature of a 225.00 foot radius curve to the left, the center of which bears South 23°18'12" West; thence Southwesterly along the arc of said curve 551.00 feet through a central angle of 140°18'42"; thence South 27°00'30" East 378.05 feet to a point of curvature of a 1175.00 foot radius curve to the right, the center of which bears South 62°59'30" West; thence Southeasterly along the

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

Containing 33.66 acres more or less.

WEST HILLS SOUTH PARCEL

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

Containing 3.86 acres more or less.

DEER CROSSING WEST PARCEL

Beginning at a point which is North 00°05'47" West along the Section Line 3012.08 feet and West 3366.00 feet from the Southeast Corner of Section 12, Township 1 South, Range 4 South, Salt Lake Base and Meridian (Basis of Bearing being North 89°11'05" West 5232.98 feet between said Southeast Corner and the Southwest Corner of said Section 12), and running thence North 52°44'47" East 367.67 feet; thence North 24°23'13" East 653.10 feet; thence North 05°37'58" West 117.66 feet; thence North 22°20'04" West 376.33 feet; thence North 37°33'15" East 198.50 feet; thence North 20°51'00" East 194.16 feet; thence North 68°41'11" East 120.73 feet; thence North 05°34'10" East 124.24 feet; thence North 25°35'05" East 178.09 feet; thence North 05°35'25" East 85.98 feet; thence North 36°17'00" West 185.70 feet; thence North 55°47'07" West 317.82 feet; thence North 21°56'06" West 60.14 feet to a non-tangent point of curvature of a 325.00 foot radius curve to the left, the center of which bears North 22°32'50" West; thence Northeasterly along the arc of said curve 244.66 feet through a central angle of 43°07'59"; thence South 65°40'49" East 234.02 feet; thence North 17°53'22" East 147.83 feet to a non-tangent point of curvature of a 525.00 foot radius curve to the right, the center of which bears South 17°53'22" West; thence Southeasterly along the arc of said curve 290.78 feet through a central angle of 31°44'02"; thence South 40°22'36" East 142.99 feet to a point of curvature of a 575.00 foot radius curve to the right, the center of which bears South 49°37'24" West; thence Southeasterly along the arc of said curve 433.44 feet through a central angle of 43°11'24"; thence South 02°48'48" West 198.69 feet to a non-tangent point of curvature of a 25.00 foot radius curve to the left, the center of which bears North 87°11'12" West; thence Westerly along the arc of said curve 39.27 feet through a central angle of 90°00'00"; thence North 87°11'12" West 147.04 feet to a point of curvature of a 125.00 foot radius curve to the left, the center of which bears South 02°48'48" West; thence Southwesterly along the arc of said curve 118.86 feet through a central angle of 54°28'51"; thence South 38°19'57" West 193.52 feet to a point of curvature of a 475.00 foot radius curve to the left, the center of which bears South 51°40'03" East; thence Southwesterly along the arc of said curve 283.32 feet through a central angle of 34°10'29"; thence South 04°09'28" West 323.53 feet; thence South 85°50'32" East 388.27 feet; thence South 08°20'25" East 429.06 feet; thence South 09°50'38" West 172.28 feet; thence S 27°59'31" West 166.34 feet; thence South 35°25'09" West 117.54 feet; thence South 36°19'02" West 85.82 feet; thence South 61°41'15" West 198.81 feet; thence South 68°42'12" West 137.96 feet; thence South 21°17'48" East 155.19 feet; thence North 48°17'46" East 379.48 feet; thence North 60°20'09" East 371.36 feet; thence South 21°17'48" East 276.06 feet; thence South 68°42'12" West 798.07 feet to a non-tangent point of curvature of a 25.00 foot radius curve to the left, the center of which bears North 21°17'48" West; thence Northeasterly along the arc of said curve 39.27 feet through a central angle of 90°00'00"; thence North 21°17'48" West 128.44 feet; thence South 68°42'12" West 179.94 feet; thence North 65°47'21" West 569.61 feet to the point of beginning.

Containing 39.54 acres more or less.

DEER CROSSING EAST PARCEL

00608959 Bk:01429 Pg:1470

Beginning at a point which is North 00°05'47" West along the Section Line 1833.31 feet and West 2217.51 feet from the Southeast Corner of Section 12, Township 1 South, Range 4 South, Salt Lake Base and Meridian (Basis of Bearing being North 89°11'05" West 5232.98 feet between said Southeast Corner and the Southwest Corner of said Section 12) said point also being a non-tangent point of curvature of a 225.00 foot radius curve to the left, the center of which bears South 15°25'06" West; and running thence Westerly along the arc of said curve 95.54 feet through a central angle of 24°19'45"; thence South 81°05'21" West 125.23 feet to a point of curvature of a 425.00 foot radius curve to the right, the center of which bears North 08°54'39" West; thence Westerly along the arc of said curve 113.24 feet through a central angle of 15°15'57" to a non-tangent point of curvature of a 25.00 foot radius curve to the left, the center of which bears North 06°21'18" East; thence Northeasterly along the arc of said curve 42.40 feet through a central angle of 97°10'51"; thence North 00°49'33" West 100.41 feet to a point of curvature of a 275.00 foot radius curve to the right, the center of which bears North 89°10'27" East; thence Northwesterly along the arc of said curve 101.03 feet through a central angle of 21°02'58"; thence North 20°13'26" East 111.92 feet to a point of curvature of a 475.00 foot radius curve to the left, the center of which bears North 69°46'34" West; thence Northeasterly along the arc of said curve 135.32 feet through a central angle of 16°19'23"; thence North 03°54'03" East 106.52 feet; thence North 86°05'57" West 121.93 feet; thence North 18°27'27" West 263.40 feet; thence North 68°42'12" East 835.03 feet to a point of curvature of 500.00 foot radius curve to the left, the center of which bears North 21°17'48" West; thence Northeasterly along the arc of said curve 735.23 feet through a central angle of 84°15'04"; thence North 15°32'52" West 482.23 feet to a point of curvature of a 275.00 foot radius curve to the left, the center of which bears South 74°27'08" West; thence Northwesterly along the arc of said curve 179.13 feet through a central angle of 37°19'31"; thence North 52°52'23" West 117.83 feet to a point of curvature of a 375.00 foot radius curve to the right, the center of which bears North 37°07'37" East; thence Northwesterly along the arc of said curve 364.47 feet through a central angle of 55°41'11"; thence North 02°48'48" East 426.33 feet to a point of curvature of a 625.00 foot radius curve to the left, the center of which bears North 87°11'12" West; thence Northwesterly along the arc of said curve 294.23 feet through a central angle of 26°58'22" to a non-tangent point of curvature of a 25.00 foot radius curve to the left, the center of which bears North 65°45'06" East; thence Southeasterly along the arc of said curve 37.78 feet through a central angle of 86°35'14" to a point of reverse curvature of a 125.00 foot radius curve to the right, the center of which bears South 20°44'39" East; thence Northeasterly along the arc of said curve 40.46 feet through a central angle of 18°32'51"; thence North 87°47'52" East 74.37 feet to a point of curvature of a 75.00 foot radius curve to the left, the center of which bears North 02°12'08" West; thence Northeasterly along the arc of said curve 118.06 feet through a central angle of 90°11'30"; thence North 02°23'38" West 162.85 feet; thence South 87°59'00" West 85.57 feet; thence North 35°37'13" West 840.40 feet; thence North 70°38'09" East 954.73 feet; thence North 87°04'51" East 71.78 feet; thence South 25°49'58" East 61.13 feet; thence South 41°36'09" East 89.88 feet; thence North 64°07'25" East 151.63 feet; thence North 10°34'37" East 166.22 feet; thence North 85°23'00" East 776.31 feet; thence South 12°28'16" East 326.37 feet; thence South 59°09'12" East 280.33 feet; thence South 00°12'41" East 360.21 feet; thence South 21°07'47" West 508.50 feet; thence South

32°05'52" East 351.90 feet; thence South 01°39'21" East 458.14 feet; thence South 50°57'51" West 92.45 feet; thence South 63°27'23" West 465.56 feet; thence South 47°39'41" West 185.67 feet; thence South 00°41'58" West 95.17 feet; thence South 45°16'01" East 390.69 feet; thence South 84°48'09" East 340.45 feet; thence South 11°46'54" West 388.60 feet; thence South 30°20'24" West 501.35 feet; thence South 74°35'30" West 237.13 feet; thence South 22°54'32" West 291.81 feet; thence South 63°33'02" West 406.19 feet; thence South 71°17'10" West 194.38 feet; thence South 58°09'36" West 212.13 feet; thence South 63°55'13" West 616.28 feet; thence South 82°59'07" West 98.40 feet; thence South 15°25'06" West 211.60 feet to the point of beginning.

Containing 160.89 acres more or less.

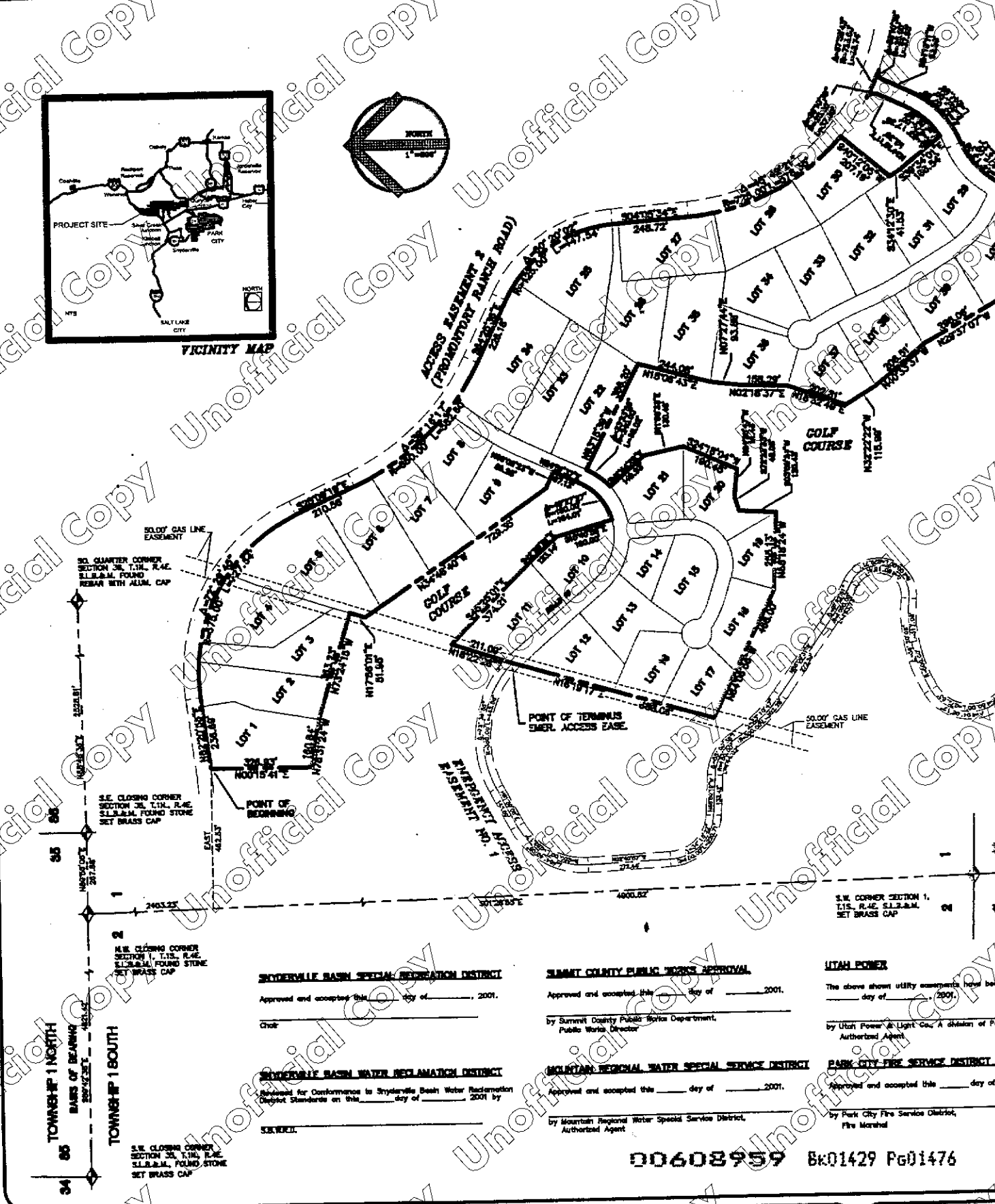
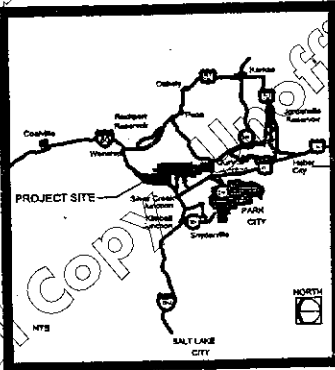
WAPITI CANYON, PHASE I

Beginning at a point which is South $01^{\circ}28'53''$ East along the Section Line 2403.23 feet and East 462.53 feet from the Northwest Closing Corner of Section 1, Township 1 South, Range 4 East, Salt Lake Base and Meridian (Basis of Bearing being North $89^{\circ}42'38''$ West 4821.42 feet between said Northwest Closing Corner and the Southwest Closing Corner Section 35, Township 1 North, Range 4 East, Salt Lake Base and Meridian); and running thence North $82^{\circ}20'56''$ East 236.69 feet to a point of curvature of a 575.00 foot radius curve to the right, the center of which bears South $07^{\circ}39'04''$ East; thence Easterly along the arc of said curve 727.54 feet through a central angle of $72^{\circ}29'45''$; thence South $25^{\circ}09'19''$ East 210.56 feet to a point of curvature of 850.00 foot radius curve to the left, the center of which bears North $64^{\circ}50'41''$ East; thence Southeasterly along the arc of said curve 582.60 feet through a central angle of $39^{\circ}16'17''$; thence South $64^{\circ}25'36''$ East 226.18 feet to a point of curvature of a 425.00 foot radius curve to the right, the center of which bears South $25^{\circ}34'24''$ West; thence Southeasterly along the arc of said curve 447.54 feet through a central angle of $60^{\circ}20'02''$; thence South $04^{\circ}05'34''$ East 248.72 feet to a point of curvature of a 725.00 foot radius curve to the left, the center of which bears North $85^{\circ}54'26''$ East; thence Southeasterly along the arc of said curve 578.35 feet through a central angle of $45^{\circ}42'21''$; thence South $40^{\circ}12'05''$ West 207.19 feet; thence South $34^{\circ}12'30''$ East 41.53 feet; thence South $39^{\circ}34'01''$ East 166.54 feet to a non-tangent point of curvature of a 275.00 foot radius curve to the left, the center of which bears North $32^{\circ}23'14''$ West; thence Northeasterly along the arc of said curve 159.80 feet through a central angle of $33^{\circ}17'35''$; thence North $24^{\circ}19'11''$ East 92.30 feet to a point of curvature of a 25.00 foot radius curve to the left, the center of which bears North $65^{\circ}40'49''$ West; thence Northwesterly along the arc of said curve 37.60 feet through a central angle of $86^{\circ}10'39''$ to a non-tangent point of curvature of a 725.00 foot radius curve to the left, the center of which bears North $28^{\circ}08'32''$ East; thence Southeasterly along the arc of said curve 96.74 feet through a central angle of $07^{\circ}38'43''$ to a non-tangent point of curvature of a 25.00 foot radius curve to the left, the center of which bears South $20^{\circ}29'49''$ West; thence Southwesterly along the arc of said curve 37.60 feet through a central angle of $86^{\circ}10'38''$; thence South $24^{\circ}19'11''$ West 92.30 feet to a point of curvature of a 325.00 foot radius curve to the right, the center of which bears North $65^{\circ}40'49''$ West; thence Southwesterly along the arc of said curve 244.66 feet through a central angle of $43^{\circ}07'59''$ to a point of reverse curvature of a 275.00 foot radius curve to the left, the center of which bears South $22^{\circ}32'50''$ East; thence Southwesterly along the arc of said curve 212.27 feet through a central angle of $44^{\circ}13'35''$ to a point of compound curvature of a 974.90 foot radius curve to the left, the center of which bears South $66^{\circ}46'25''$ East; thence Southwesterly along the arc of said curve 126.78 feet through a central angle of $07^{\circ}27'04''$; thence North $67^{\circ}19'42''$ West 349.08 feet; thence North $29^{\circ}37'07''$ West 296.06 feet; thence North $40^{\circ}33'37''$ West 206.51 feet; thence North $32^{\circ}22'22''$ West 115.99 feet; thence North $18^{\circ}52'49''$ East 202.81 feet; thence North $02^{\circ}18'37''$ East 158.29 feet; thence North $07^{\circ}27'44''$ East 93.88 feet; thence North $15^{\circ}06'43''$ East 244.08 feet; thence North $63^{\circ}15'39''$ West 386.20 feet to a non-tangent point of curvature of a 240.00 foot radius curve to the right, the center of which bears North $65^{\circ}08'23''$ West; thence Southwesterly along the arc of said curve 98.02 feet through a central angle of $23^{\circ}23'58''$; thence South $41^{\circ}44'25''$ East 149.93 feet; thence South $11^{\circ}56'33''$ East 130.46 feet; thence South $24^{\circ}18'04''$ West 190.45 feet; thence

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

Containing 51.29 acres more or less.

EXHIBIT B



SOLOUT GAS LINE EASEMENT

SO. QUARTER CORNER SECTION 36, T.14N., R.4E. S.L.R.M. FOUND REBAR WITH ALUM. CAP

S.E. CLOSING CORNER SECTION 36, T.14N., R.4E. S.L.R.M. FOUND STONE SET BRASS CAP

N.E. CLOSING CORNER SECTION 1, T.13N., R.4E. S.L.R.M. FOUND STONE SET BRASS CAP

S.E. CLOSING CORNER SECTION 36, T.14N., R.4E. S.L.R.M. FOUND STONE SET BRASS CAP

POINT OF BEGINNING

TOWNSHIP 1 NORTH

BASES OF BEARING

SECTION 36

SECTION 35

SECTION 34

TOWNSHIP 1 SOUTH

SPYGLASS BASIN SPECIAL RECLAMATION DISTRICT
 Approved and accepted this ____ day of _____, 2001.

 Chair

SPYGLASS BASIN WATER RECLAMATION DISTRICT
 Released for Conformance to Spyglass Basin Water Reclamation District Standards on this ____ day of _____, 2001 by

 SECRETARY

SUMMIT COUNTY PUBLIC WORKS DEPARTMENT
 Approved and accepted this ____ day of _____, 2001.

 by Summit County Public Works Department,
 Public Works Director

UTAH POWER
 The above shown utility easements have been
 ____ day of _____, 2001.

 by Utah Power & Light Co., A Division of P
 Authorized Agent

MOUNTAIN REGIONAL WATER SPECIAL SERVICE DISTRICT
 Approved and accepted this ____ day of _____, 2001.

 by Mountain Regional Water Special Service District,
 Authorized Agent

PARK CITY FIRE SERVICE DISTRICT
 Approved and accepted this ____ day of _____, 2001.

 by Park City Fire Service District,
 Fire Marshal

00608959 Bk01429 Pg01476

COUNTY ASSESSOR

REVIEWED AND ACCEPTED BY THE _____
 COUNTY ASSESSOR THIS DAY OF _____, 2001.

 COUNTY ASSESSOR

COUNTY COMMISSION APPROVAL

PRESENTED TO THE BOARD OF _____
 COUNTY COMMISSIONERS THIS ____ DAY
 OF _____, 2001, AT WHICH TIME THIS
 SUBDIVISION WAS APPROVED AND ACCEPTED.

 COUNTY CHAIRMAN

 COUNTY CLERK

COUNTY ENGINEER

I HEREBY CERTIFY THAT I HAVE HAD THIS
 PLAT EXAMINED BY THIS OFFICE AND IT IS
 CORRECT IN ACCORDANCE WITH INFORMATION
 ON FILE IN THIS OFFICE.

DATE _____ COUNTY ENGINEER _____

COUNTY PLANNING

APPROVED AND ACCEPTED BY THE _____
 COUNTY PLANNING COMMISSION THIS DAY OF _____, 2001.

 CHAIR

BOUNDARY DESCRIPTION

Beginning at a point which is South 01°28'53" East along the Section Line 2403.23 feet and East 462.53 feet from the Northwest Corner of Section 1, Township 1 South, Range 4 East, Salt Lake Base and Meridian (Basis of Bearing being North 89°42'28" West 4621.42 feet between said Northwest Corner and the Southwest Corner, Section 28, Township 1 North, Range 4 East, Salt Lake Base and Meridian); and running thence North 82°30'06" East 238.80 feet to a point of curvature of a 578.00 foot radius curve to the right, the center of which bears South 07°38'04" East; thence Easterly along the arc of said curve 727.54 feet through a central angle of 72°28'43"; thence South 26°08'11" East 210.29 feet to a point of curvature of 550.00 foot radius curve to the left, the center of which bears North 84°02'58" West; thence Southwesterly along the arc of said curve 682.50 feet through a central angle of 38°19'17"; thence South 64°25'26" East 228.18 feet to a point of curvature of a 425.00 foot radius curve to the right, the center of which bears South 28°34'24" West; thence Southwesterly along the arc of said curve 447.54 feet through a central angle of 80°20'02"; thence South 04°08'34" East 248.72 feet to a point of curvature of a 723.00 foot radius curve to the left, the center of which bears North 83°54'28" East; thence Southwesterly along the arc of said curve 678.35 feet through a central angle of 48°44'21"; thence South 40°12'06" West 207.18 feet; thence South 34°12'30" East 41.53 feet; thence South 38°24'01" East 186.54 feet to a non-tangent point of curvature of a 275.00 foot radius curve to the left, the center of which bears North 32°23'14" West; thence Northwesterly along the arc of said curve 158.80 feet through a central angle of 33°17'30"; thence North 24°19'11" East 162.28 feet to a point of curvature of a 25.00 foot radius curve to the left, the center of which bears North 85°40'48" West; thence Northwesterly along the arc of said curve 37.80 feet through a central angle of 38°10'30" to a non-tangent point of curvature of a 728.00 foot radius curve to the left, the center of which bears North 28°08'32" East; thence Southwesterly along the arc of said curve 98.74 feet through a central angle of 07°58'43" to a non-tangent point of curvature of a 23.00 foot radius curve to the left, the center of which bears South 23°29'44" East; thence Southwesterly along the arc of said curve 37.80 feet through a central angle of 86°10'38"; thence South 24°19'11" West 82.30 feet to a point of curvature of a 225.00 foot radius curve to the right, the center of which bears North 85°40'48" West; thence Southwesterly along the arc of said curve 244.68 feet through a central angle of 43°07'56" to a point of reverse curvature of a 275.00 foot radius curve to the left, the center of which bears South 23°29'44" East; thence Southwesterly along the arc of said curve 212.27 feet through a central angle of 44°13'36" to a point of compound curvature of a 574.90 foot radius curve to the left, the center of which bears South 66°46'23" East; thence Southwesterly along the arc of said curve 128.78 feet through a central angle of 07°27'04"; thence North 67°19'42" West 348.08 feet; thence North 28°37'07" West 298.08 feet; thence North 40°33'37" West 208.21 feet; thence North 32°22'27" West 115.98 feet; thence North 18°22'58" East 232.81 feet; thence North 02°18'37" East 188.20 feet; thence North 07°27'44" East 33.88 feet; thence North 18°08'43" East 244.08 feet; thence North 63°15'38" West 386.20 feet to a non-tangent point of curvature of a 240.00 foot radius curve to the right, the center of which bears North 85°08'23" West; thence Southwesterly along the arc of said curve 88.62 feet through a central angle of 23°23'58"; thence South 41°44'25" East 148.83 feet; thence South 11°56'33" East 130.48 feet; thence South 24°18'04" West 190.45 feet; thence North 84°22'28" West 81.48 feet; thence South 72°23'33" West 48.08 feet; thence South 03°08'24" West 122.43 feet; thence North 68°18'24" West 235.15 feet; thence North 64°08'58" West 486.00 feet; thence North 16°19'17" East 688.06 feet; thence North 18°22'28" East 211.08 feet; thence South 46°25'01" East 374.21 feet; thence South 42°25'01" East 123.14 feet; thence South 15°40'26" East 190.00 feet to a non-tangent point of curvature of a 180.00 foot radius curve to the left, the center of which bears North 18°40'58" West; thence Northwesterly along the arc of said curve 184.01 feet through a central angle of 48°27'27"; thence North 24°31'37" East 87.13 feet; thence North 65°08'23" West 58.28 feet; thence North 34°48'40" West 728.36 feet; thence North 17°56'01" East 81.96 feet; thence North 73°24'15" West 383.23 feet; thence North 78°31'24" West 160.84 feet; thence North 00°15'41" East 328.83 feet to the point of beginning.

Containing 51.28 acres more or less.

OWNER'S DEDICATION AND CONSENT TO RECORD

Known all men by these presents that the undersigned is the owner of the herein described tract of land, having caused the same to be subdivided into lots and streets hereinafter to be known as "Wapiti Canyon, Phase I," and hereby dedicates to the Proratory Community Association Inc., for perpetual use of the lot owners of parcels of land shown on this plat as intended for private roads.

Also, the owner hereby dedicates to Summit County, Snyderville South Water Reclamation District, Snyderville South Special Reclamation District, Park City Fire Service District and Mountain View Fire and Police Service District, a non-exclusive easement over the roads, private driveway, certain areas, emergency ingress/egress easements, and all other easements shown on this plat for the purpose of providing utility installation, maintenance, use, and eventual replacement, and any easements to the public the same as shown on this plat intended for the use of the public.

Executed this _____ day of _____, 2001

PYVOTAL PRORATORY DEVELOPMENT, L.L.C.

By: _____
 Title: _____
 By: _____
 Title: _____

ACKNOWLEDGMENT

STATE OF UTAH
 COUNTY OF SUMMIT

The foregoing instrument was acknowledged before me this _____ day of _____, 2001, by F. Francis Najari, Trustee of the F. Francis Najari Family Trust, Administrative Member of Pyvotal Proratory Development, L.L.C.

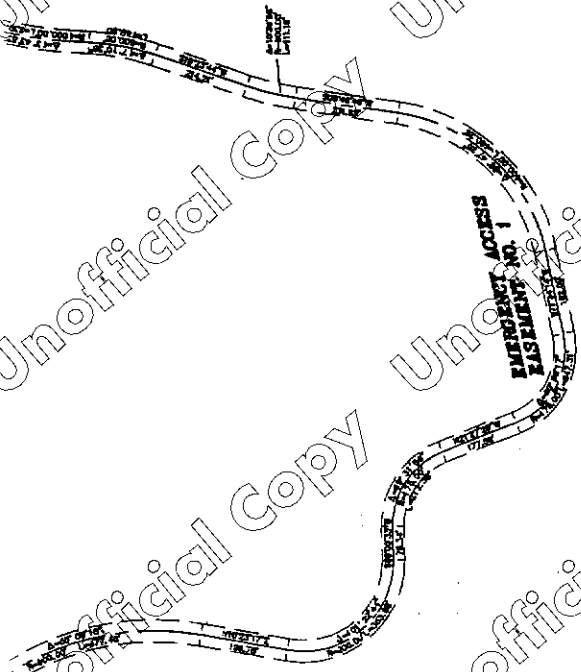
Notary Public
 Residing at:
 My commission expires:

00608959 BK01429 P01477

WAPITI CANYON, PHASE I

LOCATED IN
 SECTIONS 1 AND 12,
 TOWNSHIP 1 SOUTH, RANGE 4 EAST,
 SALT LAKE BASE AND MERIDIAN
 SUMMIT COUNTY, UTAH
 SHEET 1 OF 3

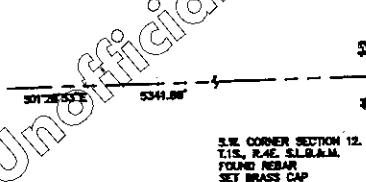
POINT OF BEGINNING
 (EAST ACCESS EASE)



SURVEYOR'S CERTIFICATE

I, Randy L. Sarason, on behalf of the Jack Johnson Company, do hereby certify that I am a Professional Land Surveyor and that I hold Certificate No. 1552868 as prescribed under the laws of the State of Utah. I further certify that a survey has been made of the land shown on this plat and described hereon, and that this plat is a correct representation of the land surveyed and has been prepared in conformity with the maximum standards and requirements of the law.

Randy L. Sarason
 Date



LEGEND

- accepted this
- SECTION CORNER - FOUND IRON PIPE w/CAP (OR AS NOTED)
- STANDARD STREET MONUMENT (SET OR TO BE SET)
- BOUNDARY CORNERS - 5/8" IRON PIPE w/CAP
- SEWAGE EJECTOR PUMP MAY BE REQUIRED. SEE NOTE 27
- NOTES - ALL OTHER PROPERTY CORNERS AND LOT CORNERS SHALL BE 5/8" IRON PIPE w/CAP (UNLESS OTHERWISE NOTED)
- ALL ROADWAY CENTERLINE CURVES AND BEARINGS ARE RADIAL OR TANGENT UNLESS OTHERWISE NOTED
- ALL LOT LINES ARE PERPENDICULAR AND/OR RADIAL TO ROADWAY CENTERLINES UNLESS NOTED OTHERWISE

MISSION
 OVERVILLE

APPROVAL AS TO FORM
 APPROVED AS TO FORM THIS _____
 DAY OF _____, 2001.
 COUNTY ATTORNEY

RECORDED
 ENTRY NO. _____ BOOK _____ PAGE _____
 STATE OF _____ COUNTY OF _____
 DATE _____ TIME _____
 RECORDED AND FILED AT THE REQUEST OF:
 COUNTY RECORDER

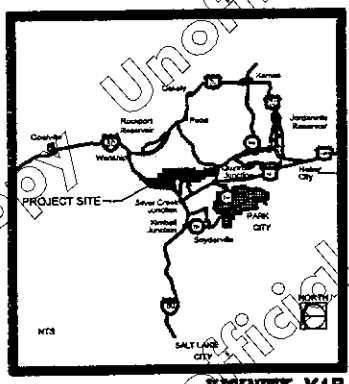
THE JACK JOHNSON COMPANY
 1777 Sun Peak Drive • Park City, Utah 84098
 (435) 845-9000 • fax (435) 849-1820

NORTH QUARTER CORNER SECTION 14,
TOWNSHIP 1 SOUTH, RANGE 4 EAST,
SALT LAKE BASE AND MERIDIAN
FOUND REBAR
SET BRASS CAP

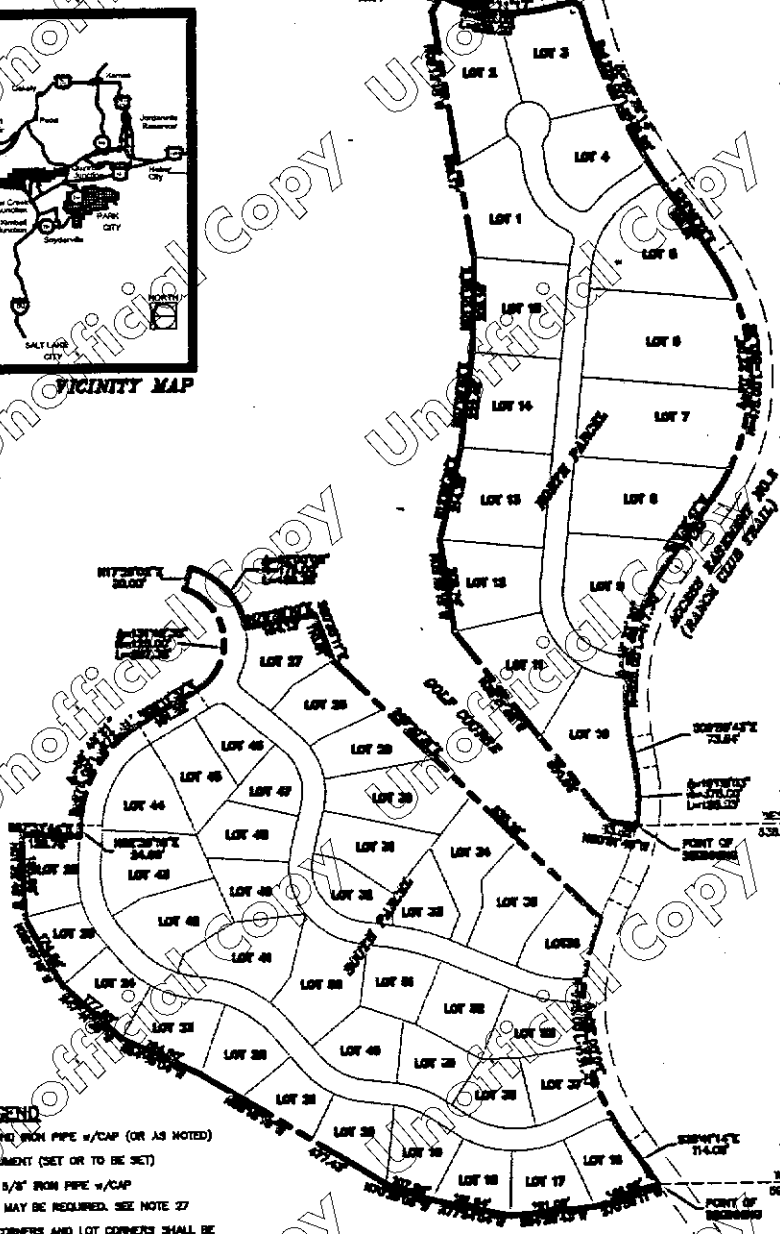
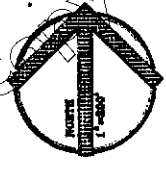
389°46'16"E

268°45'

NORTHEAST CORNER SECTION 14,
TOWNSHIP 1 SOUTH, RANGE 4 EAST,
FOUND REBAR
SET BRASS CAP



VICINITY MAP



LEGEND

- ◆ SECTION CORNER - ROUND IRON PIPE 1/2" (OR AS NOTED)
 - STANDARD STREET MONUMENT (SET OR TO BE SET)
 - BOUNDARY CORNERS - 1/2" IRON PIPE 1/2" CAP
 - ⊙ SEWAGE EJECTOR PUMP MAY BE REQUIRED. SEE NOTE 27
- NOTES - ALL OTHER PROPERTY CORNERS AND LOT CORNERS SHALL BE 5/8" IRON PIPE 1/2" CAP (UNLESS OTHERWISE NOTED)
- ALL ROADWAY CENTERLINE CURVES AND BEARINGS ARE RADIAL OR TANGENT UNLESS OTHERWISE NOTED.
- ALL LOT LINES ARE PERPENDICULAR AND/OR RADIAL TO ROADWAY CENTERLINES UNLESS NOTED OTHERWISE.
- ◆ INCENTIVE DENSITY LOT. SEE GENERAL NOTE 12.

SOUTH QUARTER CORNER SECTION 14,
TOWNSHIP 1 SOUTH, RANGE 4 EAST,
SALT LAKE BASE AND MERIDIAN
FOUND STONE
SET BRASS CAP

389°45'21"E

267°38'

SOUTHEAST CORNER SECTION 14,
TOWNSHIP 1 SOUTH, RANGE 4 EAST,
SALT LAKE BASE AND MERIDIAN
FOUND STONE
SET BRASS CAP

GENERAL NOTES

1. All of the property and its restrictions for the benefit of the Summit County Home Owners Association and its members shall be subject to the Declaration. Each lot is a Declaration.
2. No improvements or land the Declarant or, if delegates accordance with the Declaration promulgated thereunder, will be made, signed or other acts of disturbance for any within the Declaration or Guidelines for Sanative Re-Construction contained in the "Development Architectural Review Committee Design Review". The Declarant's authority is referred to the Declarant.
3. Owners of Promontory or Club or my Golf Course are the owners of the ownership of the operations or guarantee. Owners, or any rights to use, Golf Course, or any improve their membership in the Association may be (and it is the Association's policy to permit) golf balls, golf carts and parts thereof as provided in the Association's rules and regulations shall any of these, except golf balls, golf carts, Association or its members in their respective successors-to this to the officer, director, or partner.
4. Development on each lot shall be designated pursuant to the Design Guidelines and in accordance with the Design Architectural Review Committee acceptable building envelope, maximum height of any structure, existing natural grass. Devote respect to the final location, the location, slope, or height for construction on any lot.
5. The combination of two adjacent and contiguous lots, necessary to have the review with the approval of a permit may be made in the absence of approval of Summit County. Such approval may not be a Design Reviewer.
6. The maximum building area shall be further limited by a surrounding lots, or less than 15,000 square feet if approved with the approval of the Declarant.
7. In addition to the foregoing restrictions regarding the area or required on each lot, all:
8. In accordance with Summit County, no required for all development within Promontory without a permit.
9. Promontory is served by Summit County, Park City District, and the City of Park City. The use of all of the foregoing shall be subject to the following:
10. Promontory is served by Summit County, Park City District, and the City of Park City. The use of all of the foregoing shall be subject to the following:
11. Declarant reserves the right to use as an "incentive" a minimum of 10% of the total area of the subdivision of 100 acres in the area of 100 acres of "incentive" density. Pursuant to the terms of a "incentive density" unit to Summit County a one time \$10,000 to the change of use in the area of 100 acres of "incentive" density.
12. The Development Agreement shall pay \$2,000 to Summit County for construction. These contributions shall be for conservation or preservation or enhance agricultural or conservation purposes.
13. The Development Agreement shall pay \$500 to Summit County for construction. These contributions shall be for conservation or preservation or enhance agricultural or conservation purposes.
14. All roads within Promontory shall be constructed, installed, and maintained within Promontory, in accordance with SWWD specifications.
15. Although Promontory is subject to the Declaration for public trails, the Declaration Agreement or certain trail connections on certain conditions. These contributions shall be for conservation or preservation or enhance agricultural or conservation purposes.
16. Promontory or the Max secondary water system for watering golf courses and other uses within Promontory, including "new" water and/or irrigation system serving the Association or the owner or from such irrigation, drainage system.

COUNTY ASSESSOR

REVIEWED AND ACCEPTED BY THE _____
COUNTY ASSESSOR THIS DAY OF _____, 2001,

COUNTY ASSESSOR

COUNTY COMMISSION APPROVAL

PRESENTED TO THE BOARD OF _____
COUNTY COMMISSIONERS THIS _____ DAY
OF _____, 2001, AT WHICH TIME THIS
SUBDIVISION WAS APPROVED AND ACCEPTED.

COUNTY CHAIRMAN

COUNTY CLERK

COUNTY ENGINEER

I HEREBY CERTIFY THAT I HAVE HAD THIS
PLAT EXAMINED BY THIS OFFICE AND IT IS
CORRECT IN ACCORDANCE WITH INFORMATION
ON FILE IN THIS OFFICE.

00608959 Bk01479 Pg01478

DATE _____ COUNTY ENGINEER _____

COUNTY PLANNING

APPROVED AND ACCEPTED
BASIN PLANNING COMMISSION
DAY OF _____, 2001

CHAIR

GENERAL NOTES CONTINUED

subject to the Declaration of Covenants, Conditions and Restrictions thereon... subject to the Declaration of Covenants, Conditions and Restrictions thereon...

19. The most grading of lots will be limited. Home plate must utilize existing grade to the greatest extent possible in conformance with Design Guidelines.

20. Any residence proposed for construction in a specific location area identified on this plot must comply with certain requirements of the Development Agreement that are generally summarized as follows: The proposed building form shall track the natural lines of the proposed ridgepole when viewed from US Highway 40, Interstate 89, Highway 148 or the Brown's Canyon Road. A building that is located a minimum of 80 vertical feet below the ridgepole will generally meet the requirement of not breaking the ridgepole. A building that does not break the ridgepole as viewed from the designated viewpoints and that meets the requirements of the Supplemental Design Guidelines shall be deemed to fulfill all of the requirements of the Supplemental Design Guidelines.

21. Promontory contains extensive areas of open space. Open space areas designated on the plot shall be preserved in open space condition in accordance with the requirements of the Development Agreement, Design Guidelines and Declaration.

22. Proposed resident, guest and construction vehicle access shall be maintained through Hejlskov Canyon (Interstate 89), and the western community entrance (US 40) rather than through Brown's Canyon.

23. The Association has the obligation to fence out and to avoid interference with adjacent ranching and agricultural operations. Neither developer nor adjacent agricultural operators shall be liable for any injury caused by the failure to contain adjacent agricultural operations.

24. Fire sprinkler protection is required on all homes in Promontory in accordance with the requirements of the Park City Fire Service District.

25. All Lots are subject to a 10.00-foot private utility and drainage easement along lot lines. Declarant retains the right to grant additional utility easements within Promontory. In addition to the easements described in Note 25, Declarant may grant easements for utilities whether or not the easements are intended to serve Promontory. All road rights of way shown on this plot are also subject to Declarant's right to grant easements for utilities.

26. Due to the possible existence in Promontory of subsurface conditions affecting construction, a soils engineer shall be consulted for building footing and foundation designs.

27. SEWER shall be installed to maintain the public collector and pressure mains but need not be required to maintain any private pressure lines or ejector pumps located on individual lots. Sewer lines of Promontory are likely to require lift stations or sections of low-pressure system lines that utilize a series of grinder pumps. These public lift stations shall be the sole financial responsibility of Promontory's Homeowners Association. The Homeowners Association shall be required to pay SEWER's ongoing cost of maintaining such such facility, as provided in the SEWER amendment agreement.

28. Driveways constructed over drainage areas shall be required to include a concrete curb in accordance with the requirements of Summit County.

29. An all-weather fire department access road must be installed and made accessible prior to the issuance of a building permit and the commencement of any construction. The all-weather fire department access road shall be maintained at all times during construction, in the event that the all-weather access is not maintained, the Fire District reserves the right to stop work until the required roads are maintained back to service.

30. Water supplies required for fire protection and fire hydrants are to be installed and maintained in accordance with the requirements of the Fire Department of Summit County. In the event that the fire protection water supply is not maintained, the Fire District reserves the right to stop work until the required water supply for the protection is placed back in service. Water supplies for fire protection must be clearly identified by the owner to prevent obstructions. Each water supply for fire protection must be marked with an approved flag to identify its location during winter conditions. (UFC 901.2 and 901.4.3)

31. All homes and improvements may be required to comply with water conservation measures established by the Association, which may include individual water pressure reducing valves, low-flow toilets, drip irrigation systems and the use of drought tolerant plant materials.

32. The easements identified on the plot as Access Easements 1 (Promontory Ranch Road) and 2 (Ranch Club Trail), and Emergency Access Easement No. 1 generally describe the proposed location of roads to be constructed in the future and are subject to the provisions of laws relating to the platting and public dedication of roads. The legal descriptions of these easements may be modified by a subsequently recorded plat or instrument reflecting approval of the County and provided an alternative or modified easement location. Any such plat or instrument shall not be deemed to be an amendment to this plat and shall not require the association of a plat amendment process or the consent of existing lot owners or mortgage holders.

33. The Declaration contains additional easements for drainage, natural drainage ways, trails, utilities and other matters which may affect portions of the lot outside of the portion of the lot covered by residential improvements. These easements are in addition to easements previously shown on the plat. Declarant also reserves easement easements across the portions of lots along (Ridgepole) and complete the roads in accordance with the plans and specifications approved by Summit County. Access to lots on the plot may be provided by easement, and all slopes required by the road. In certain instances, special engineering and construction techniques may be required for driveway access such as cut and fill slopes.

34. Residential Building Permits, building footings and foundation permits, will not be issued until developer complies with the requirements of 4.8.1 of the Development Agreement for the Promontory specially planned area, dated January 18, 2001, regarding infrastructure construction or bonding for same.

35. The following limited service providers are given a non-exclusive utility easement across the 10.00 foot private utility and drainage easements as described in Note 25, the roads shown on the Plat and Access Easements 1 and 2 as described in Note 32, and such other easements as may be specified on the Plat or by separate recorded easement, created by Declarant: Powerlines, Questron, Cox, Skywire, Basin Water Reclamation District and Mountain Regional Water Special Service District.

36. Declarant hereby grants for the use and benefit of the lots within the plot a perpetual easement for ingress and egress over and across the parcels identified as Access Easement No. 1 and Access Easement No. 2 to that certain plot for Hejlskov Canyon, Phase I recorded as entry number 00608959 in the official records of the Summit County Recorder. The grant of easement is subject to general note 32.

37. SEWER shall be installed to maintain the public collector and pressure mains but need not be required to maintain any private pressure lines or ejector pumps located on individual lots. Sewer lines of Promontory are likely to require lift stations or sections of low-pressure system lines that utilize a series of grinder pumps. These public lift stations shall be the sole financial responsibility of Promontory's Homeowners Association. The Homeowners Association shall be required to pay SEWER's ongoing cost of maintaining such such facility, as provided in the SEWER amendment agreement.

38. Driveways constructed over drainage areas shall be required to include a concrete curb in accordance with the requirements of Summit County.

39. An all-weather fire department access road must be installed and made accessible prior to the issuance of a building permit and the commencement of any construction. The all-weather fire department access road shall be maintained at all times during construction, in the event that the all-weather access is not maintained, the Fire District reserves the right to stop work until the required roads are maintained back to service.

40. Water supplies required for fire protection and fire hydrants are to be installed and maintained in accordance with the requirements of the Fire Department of Summit County. In the event that the fire protection water supply is not maintained, the Fire District reserves the right to stop work until the required water supply for the protection is placed back in service. Water supplies for fire protection must be clearly identified by the owner to prevent obstructions. Each water supply for fire protection must be marked with an approved flag to identify its location during winter conditions. (UFC 901.2 and 901.4.3)

41. All homes and improvements may be required to comply with water conservation measures established by the Association, which may include individual water pressure reducing valves, low-flow toilets, drip irrigation systems and the use of drought tolerant plant materials.

42. The easements identified on the plot as Access Easements 1 (Promontory Ranch Road) and 2 (Ranch Club Trail), and Emergency Access Easement No. 1 generally describe the proposed location of roads to be constructed in the future and are subject to the provisions of laws relating to the platting and public dedication of roads. The legal descriptions of these easements may be modified by a subsequently recorded plat or instrument reflecting approval of the County and provided an alternative or modified easement location. Any such plat or instrument shall not be deemed to be an amendment to this plat and shall not require the association of a plat amendment process or the consent of existing lot owners or mortgage holders.

43. The Declaration contains additional easements for drainage, natural drainage ways, trails, utilities and other matters which may affect portions of the lot outside of the portion of the lot covered by residential improvements. These easements are in addition to easements previously shown on the plat. Declarant also reserves easement easements across the portions of lots along (Ridgepole) and complete the roads in accordance with the plans and specifications approved by Summit County. Access to lots on the plot may be provided by easement, and all slopes required by the road. In certain instances, special engineering and construction techniques may be required for driveway access such as cut and fill slopes.

44. Residential Building Permits, building footings and foundation permits, will not be issued until developer complies with the requirements of 4.8.1 of the Development Agreement for the Promontory specially planned area, dated January 18, 2001, regarding infrastructure construction or bonding for same.

45. The following limited service providers are given a non-exclusive utility easement across the 10.00 foot private utility and drainage easements as described in Note 25, the roads shown on the Plat and Access Easements 1 and 2 as described in Note 32, and such other easements as may be specified on the Plat or by separate recorded easement, created by Declarant: Powerlines, Questron, Cox, Skywire, Basin Water Reclamation District and Mountain Regional Water Special Service District.

46. Declarant hereby grants for the use and benefit of the lots within the plot a perpetual easement for ingress and egress over and across the parcels identified as Access Easement No. 1 and Access Easement No. 2 to that certain plot for Hejlskov Canyon, Phase I recorded as entry number 00608959 in the official records of the Summit County Recorder. The grant of easement is subject to general note 32.

SOUTH PARCEL: Beginning at a point which is North 001210' East along the Section Line 2421.76 feet and West 863.89 feet from the Southeast Corner of Section 14, Township 1 South, Range 4 East, Salt Lake Base and Meridian (Scale of Bearing being North 001210' East 5344.64 feet between said Southeast Corner and the Northwest Corner of said Section 14); and running thence South 7058'11" West 148.82 feet; thence South 5425'43" West 191.68 feet; thence North 7754'04" West 181.84 feet; thence North 7029'08" West 107.08 feet; thence North 0818'18" West 477.43 feet; thence North 6448'04" West 194.50 feet; thence North 4741'26" West 177.98 feet; thence North 2858'15" West 114.14 feet; thence North 0132'48" West 183.88 feet; thence South 3753'44" East 128.78 feet; thence North 0228'16" East 24.88 feet to a point of curvature of a 278.00 foot radius curve to the right, the center of which bears South 87'33'44" East; thence Northwesterly along the arc of said curve 272.41 feet through a central angle of 58'42'21"; thence North 0811'37" East 181.22 feet to a point of curvature of a 128.00 foot radius curve to the left, the center of which bears North 30'44'23" West; thence Northwesterly along the arc of said curve 287.36 feet through a central angle of 131'42'38"; thence North 1729'22" East 50.00 feet to a non-tangent point of curvature of a 173.00 foot radius curve to the right, the center of which bears South 1728'10" West; thence Southwesterly along the arc of said curve 188.38 feet through a central angle of 82'00'05"; thence North 7028'10" East 154.13 feet; thence South 2032'11" East 110.81 feet; thence South 4820'21" East 538.18 feet to a non-tangent point of curvature of a 325.00 foot radius curve to the left, the center of which bears South 8741'08" East; thence Southwesterly along the arc of said curve 531.07 feet through a central angle of 280'08"; thence South 3541'14" East 114.08 feet to the point of beginning.

Containing 25.28 acres more or less.

NORTH PARCEL: Beginning at a point which is North 001210' East along the Section Line 2228.47 feet and West 836.91 feet from the Southeast Corner of Section 14, Township 1 South, Range 4 East, Salt Lake Base and Meridian (Scale of Bearing being North 001210' East 5344.64 feet between said Southeast Corner and the Northwest Corner of said Section 14); and running thence North 8020'40" West 83.82 feet; thence North 3821'58" West 850.48 feet; thence North 3828'16" West 228.74 feet; thence North 1259'38" East 214.35 feet; thence North 0708'32" East 222.48 feet; thence North 0101'02" East 225.19 feet; thence North 0813'18" West 568.17 feet; thence North 2813'31" East 30.71 feet to a non-tangent point of curvature of a 328.00 foot radius curve to the left, the center of which bears North 2813'31" East; thence Northwesterly along the arc of said curve 528.33 feet through a central angle of 42'11'17"; thence North 7732'14" East 55.48 feet to a point of curvature of a 25.00 foot radius curve to the right, the center of which bears South 12'37'48" East; thence Southwesterly along the arc of said curve 358.68 feet through a central angle of 88'54'38"; to a point of curvature of a 128.00 foot radius curve to the left, the center of which bears North 1259'38" East 214.35 feet; thence Southwesterly along the arc of said curve 438.98 feet through a central angle of 20'28'14"; thence North 3454'22" East 188.81 feet to a point of curvature of a 478.00 foot radius curve to the right, the center of which bears South 8817'28" West; thence Southwesterly along the arc of said curve 583.38 feet through a central angle of 70'22'08"; thence South 3832'47" West 177.83 feet to a point of curvature of a 828.00 foot radius curve to the left, the center of which bears South 5427'13" East; thence Southwesterly along the arc of said curve 417.20 feet through a central angle of 48'27'20"; thence South 0828'43" East 73.64 feet to a point of curvature of a 375.00 foot radius curve to the right, the center of which bears South 8070'17" West; thence Southwesterly along the arc of said curve 123.23 feet through a central angle of 19'08'03" to the point of beginning.

Containing 18.82 acres more or less.

SURVEYOR'S CERTIFICATE: I, Randy J. Soranson, on behalf of The Jack Johnson Company, do hereby certify that I am a Professional Land Surveyor and that I hold Certificate No. 155298 as prescribed under the laws of the State of Utah. I further certify that a survey has been made of the land shown on this plat and described hereon, and that this plat is a correct representation of the land surveyed and has been prepared in conformity with the minimum standards and requirements of the law.

Randy J. Soranson

Date

KNOWN DESIGNATION AND CONSENT TO RECORD: Known of men by these presents that the undersigned is the owner of the herein described tract of land, having caused the same to be subdivided into lots and streets, hereunto to be known as "West View", does hereby declare to the Promontory Community Association, Inc. for the purpose of the law that the owners of parcels of land shown on this plat as intended for private roads.

Also, the owner hereby declares to Summit County, Skywire Basin Water Reclamation District, Skywire Basin Special Recreation District, Park City Fire Service District and Mountain Regional Water Special Service District, a non-exclusive easement over the roads, private driveways, common area parcels, telephone systems, power easements, and all other easements shown on this plat for the purpose of providing utility installation, maintenance, use, and eventual replacement, and also declares to the public the trails as shown on this plat intended for the use of the public.

Executed this _____ day of _____, 2001

PROMOTORY PROMONTORY DEVELOPMENT, LLC. By: Phred Group X, LLC, an Arizona limited liability company the Administrative Member

By: F. Francis Neff, Trustee of the F. Francis Neff Family Trust the Administrative Member

By: F. Francis Neff, Trustee the Administrative Member

00608959 Bk01429 Pg01479

ACKNOWLEDGMENT STATE OF UTAH COUNTY OF SUMMIT

The foregoing instrument was acknowledged before me this _____ day of _____, 2001, by F. Francis Neff, Trustee of the F. Francis Neff Family Trust, Administrative Member of Phred Group X, LLC, an Arizona limited liability company, Administrative Member of PROMOTORY DEVELOPMENT, LLC.

Notary Public Residing at My commission expires:

MISSION APPROVAL AS TO FORM YORVILLE 5 APPROVED AS TO FORM THIS DAY OF 2001. COUNTY ATTORNEY

RECORDED ENTRY NO. BOOK PAGE STATE OF COUNTY OF DATE TIME RECORDED AND FILED AT THE REQUEST OF: COUNTY RECORDER

THE JACK JOHNSON COMPANY 1777 Sun Peak Drive • Park City, Utah 84098 (435) 845-9000 • fax (435) 349-1820

N.E. CORNER SEC. 12,
T12S. R.4E. S12E.24N.
SET BRASS CAP

7

RANGE 6 EAST

N00°05'47"W

234.12

RANGE 4 EAST

PUBLIC TRAIL EASEMENT

EAST PARCEL

WEST PARCEL

RANGE GARDEN ROAD

LEGEND

- ◆ SECTION CORNER
- STANDARD STREET MONUMENT (SET OR TO BE SET)
- BOUNDARY CORNERS - 5/8" IRON PIPE w/CAP
- SEWAGE EJECTOR PUMP MAY BE REQUIRED, SEE NOTE 27
- NOTES - ALL OTHER PROPERTY CORNERS AND LOT CORNERS SHALL BE 5/8" IRON PIPE w/CAP (UNLESS OTHERWISE NOTED)
- ALL ROADWAY CENTERLINE CURVES AND BEARINGS ARE RADIAL OR TANGENT UNLESS OTHERWISE NOTED.
- ALL LOT LINES ARE PERPENDICULAR AND/OR RADIAL TO ROADWAY CENTERLINES UNLESS NOTED OTHERWISE.
- (D) INCENTIVE DENSITY LOT, SEE GENERAL NOTE 12.

SHOYERVILLE BASIN SPECIAL REGISTRATION

Approved and accepted this _____ day of _____

Chair

PARK CITY FIRE SERVICE DISTRICT APPROVAL

Approved and accepted this _____ day of _____

by Park City Fire Service District, Fire Marshal

N.E. CORNER SEC. 12,
T12S. R.4E. S12E.24N.
SET BRASS CAP

7

00608959 BR01429 Pe01480

COUNTY ASSESSOR

REVIEWED AND ACCEPTED BY THE _____
COUNTY ASSESSOR THIS DAY OF _____ 2001

COUNTY ASSESSOR

COUNTY COMMISSION APPROVAL

PRESENTED TO THE BOARD OF _____
COUNTY COMMISSIONERS THIS _____ DAY
OF _____ 2001, AT WHICH TIME THIS
SUBDIVISION WAS APPROVED AND ACCEPTED.

COUNTY CHAIRMAN _____
COUNTY CLERK _____

COUNTY ENGINEER

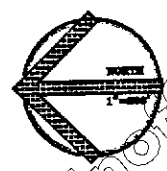
I HEREBY CERTIFY THAT I HAVE HAD THIS
PLAN EXAMINED BY THIS OFFICE AND IT IS
CORRECT IN ACCORDANCE WITH INFORMATION
ON FILE IN THIS OFFICE.

DATE _____ COUNTY ENGINEER _____

COUNTY PLANNING

APPROVED AND ACCEPTED
BASIN PLANNING COMM
DAY OF _____ 2001

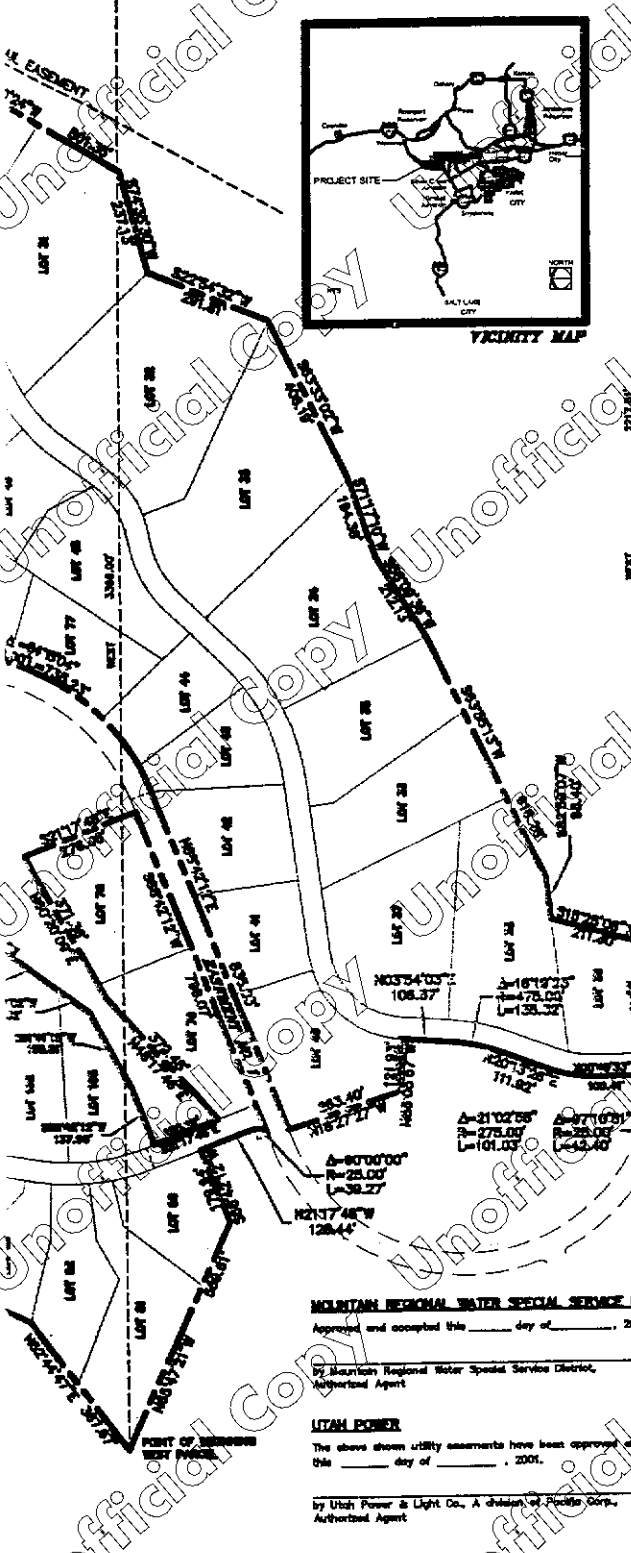
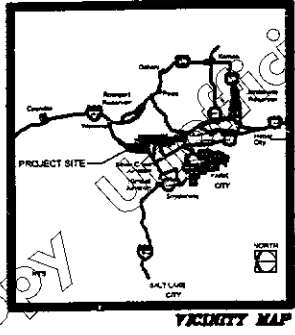
CHAIR



5353.21'

1178.77'

1833.31'



OWNER'S DEDICATION AND CONSENT TO RECORD

Known all men by these presents that the undersigned is the owner of the herein described tract of land (hereinafter referred to as the "Deer Crossing") and hereby dedicates to the Promontory Community Association, Inc. for restricted use of the lot owners of parcels of land shown on this plat as intended for private roads.

Also, the undersigned hereby dedicates to Summit County, Snyderville Basin Water Reclamation District, Park City Fire Service District and Mountain Regional Water Special Service District, a non-exclusive easement over the roads, private driveways, common area parcels, emergency ingress/egress easements, and all other easements shown on this plat for the purpose of providing utility installation, maintenance, use, and eventual replacement, and also dedicate to the public the trails as shown on this plat intended for the use of the public.

Executed this _____ day of _____, 2001

PYOTAL PROMONTORY DEVELOPMENT, L.L.C.

By: Pivotal Group X, L.L.C., an Arizona limited liability company
Its Administrative Member

By: F. Francis Nejeff, Trustee of the F. Francis Nejeff Family Trust
Its Administrative Member

By:
F. Francis Nejeff
Its Trustee

ACKNOWLEDGMENT

STATE OF UTAH
COUNTY OF SUMMIT

The foregoing instrument was acknowledged before me this _____ day of _____, 2001, by F. Francis Nejeff, Trustee of the F. Francis Nejeff Family Trust, Administrative Member of Pivotal Group X, L.L.C.; an Arizona limited liability company, Administrative Member of PYOTAL PROMONTORY DEVELOPMENT, L.L.C.

Notary Public
Residing at _____
My commission expires: _____

SURVEYOR'S CERTIFICATE

I, Randy J. Swenson, of the firm of The Jack Johnson Company, do hereby certify that I am a Professional Land Surveyor and that I hold Certificate No. 155898 as prescribed under the laws of the State of Utah. I further certify that a survey has been made of the land shown on this plat and described herein, and that the plat is a correct representation of the land surveyed and has been prepared in conformity with the minimum standards and requirements of the law.

Randy J. Swenson
Date _____

Snyderville Basin Water Reclamation District

Reviewed for Conformance to Snyderville Basin Water Reclamation District Standards on this _____ day of _____, 2001 by _____

Summit County Public Works Approval

Approved and accepted this _____ day of _____, 2001.

by Summit County Public Works Department,
Public Works Director

00608959 Bx01429 Pg01481

DEER CROSSING

LOCATED IN
SECTIONS 1 AND 1A,
TOWNSHIP 1 SOUTH, RANGE 4 EAST,
SALT LAKE BASIN AND MOUNTAIN
SUMMIT COUNTY, UTAH

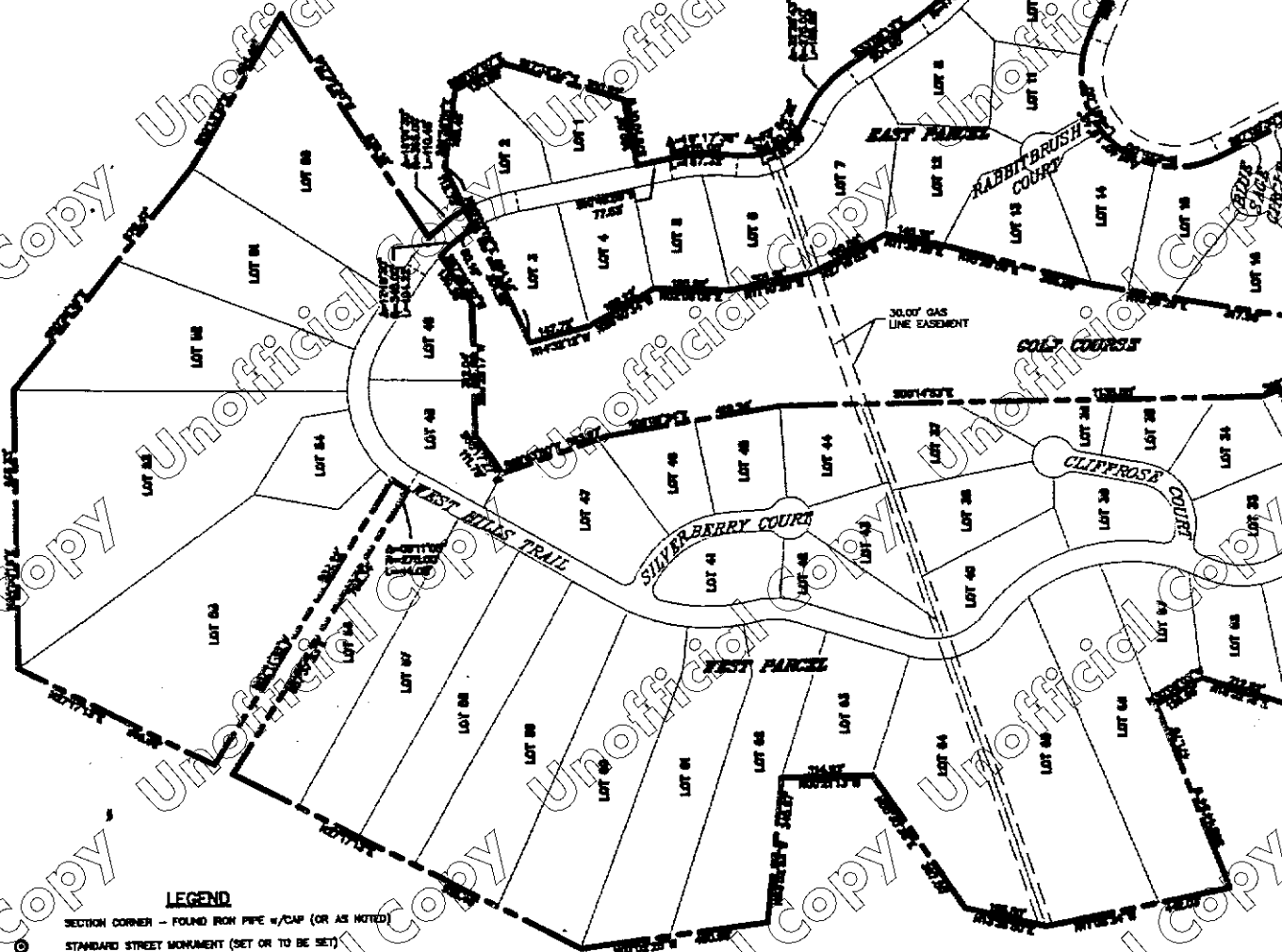
SHEET 1 OF 5

MISSION
S _____
YORVILLE
S _____

APPROVAL AS TO FORM
APPROVED AS TO FORM THIS _____
DAY OF _____, 2001.
COUNTY ATTORNEY

RECORDED
ENTRY NO. _____ BOOK _____ PAGE _____
STATE OF _____ COUNTY OF _____
DATE _____ TIME _____
RECORDED AND FILED AT THE REQUEST OF: _____
COUNTY RECORDER

THE JACK JOHNSON COMPANY
1777 Sun Peak Drive • Park City, Utah 84098
(435) 645-9000 • fax (435) 349-1020



LEGEND

- SECTION CORNER - FOUND IRON PIPE w/CAP (OR AS NOTED)
- STANDARD STREET MONUMENT (SET OR TO BE SET)
- BOUNDARY CORNERS - 5/8" IRON PIPE w/CAP
- SEWAGE EJECTOR PUMP MAY BE REQUIRED. SEE NOTE 27
- NOTES - ALL OTHER PROPERTY CORNERS AND LOT CORNERS SHALL BE 5/8" IRON PIPE w/CAP (UNLESS OTHERWISE NOTED)
- ALL ROADWAY CENTERLINE CURVES AND BEARINGS ARE RADIAL OR TANGENT UNLESS OTHERWISE NOTED.
- INCENTIVE DENSITY LOT, SEE GENERAL NOTE 12

00608959 Rk01429 Pg01482

COUNTY ASSESSOR

REVIEWED AND ACCEPTED BY THE _____
 COUNTY ASSESSOR THIS DAY OF _____ 2001.

 COUNTY ASSESSOR

COUNTY COMMISSION APPROVAL

PRESENTED TO THE BOARD OF _____
 COUNTY COMMISSIONERS THIS _____ DAY
 OF _____ 2001, AT WHICH TIME THIS
 SUBDIVISION WAS APPROVED AND ACCEPTED.

 COUNTY CHAIRMAN

 COUNTY CLERK

COUNTY ENGINEER

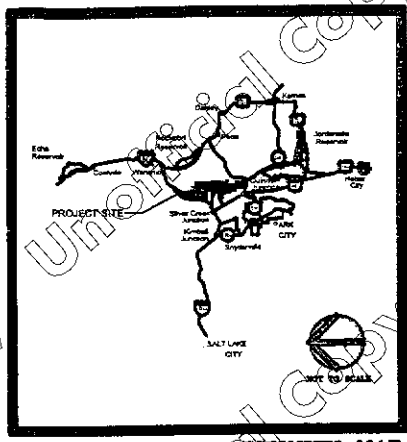
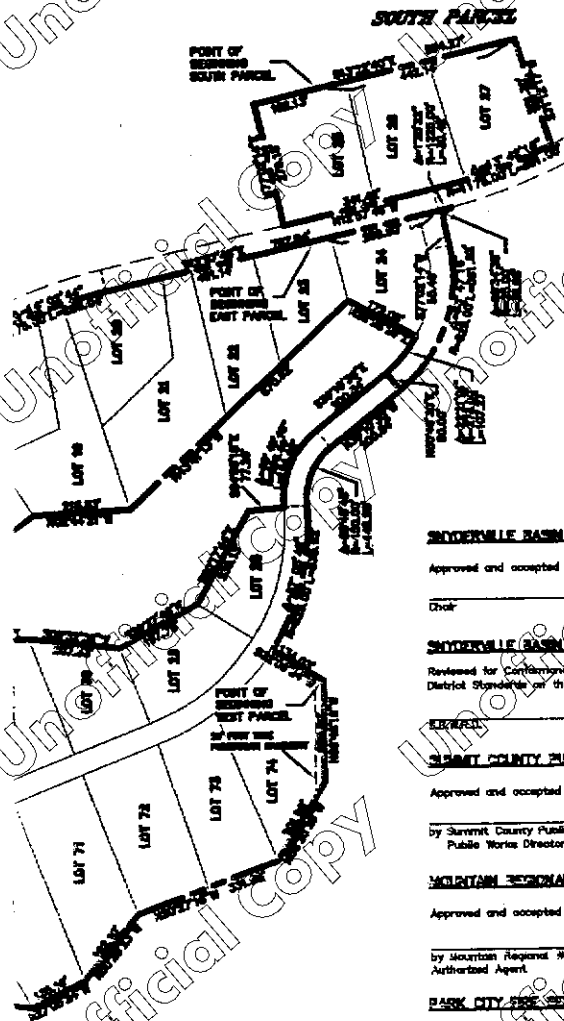
I HEREBY CERTIFY THAT I HAVE HAD THIS
 PLAT EXAMINED BY THIS OFFICE AND IT IS
 CORRECT IN ACCORDANCE WITH INFORMATION
 ON FILE IN THIS OFFICE.

DATE _____ COUNTY ENGINEER _____

COUNTY PLANNING

APPROVED AND A
 BASIN PLANNING
 DAY OF _____

 COUNTY PLANNING



VICINITY MAP

SURVEYOR'S CERTIFICATE

I, Randy J. Sorenson, on behalf of the Jack Johnson Company, do hereby certify that I am a Professional Land Surveyor and that I hold Certificate No. 120288, as prescribed under the laws of the State of Utah. I further certify that a survey has been made of the land shown on this plat and described herein, and that this plat is a correct representation of the land surveyed, and has been prepared in conformity with the minimum standards and requirements of the law.

Randy J. Sorenson

Date

SNYDERVILLE BASIN SPECIAL RECREATION DISTRICT

Approved and accepted this _____ day of _____, 2001.

Director

SNYDERVILLE BASIN WATER RECLAMATION DISTRICT

Reviewed for Conformance to Snyderville Basin Water Reclamation District Standards on this _____ day of _____, 2001 by

General

SUMMIT COUNTY PUBLIC WORKS APPROVAL

Approved and accepted this _____ day of _____, 2001.

by Summit County Public Works Department,
Public Works Director

MOUNTAIN REGIONAL WATER SPECIAL SERVICE DISTRICT

Approved and accepted this _____ day of _____, 2001.

by Mountain Regional Water Special Service District,
Authorized Agent

PARK CITY FIRE SERVICE DISTRICT APPROVAL

Approved and accepted this _____ day of _____, 2001.

by Park City Fire Service District,
Fire Marshal

UTAH POWER

The above shown utility easements have been approved and accepted this _____ day of _____, 2001.

by Utah Power & Light Co., A division of Pacific Corp.,
Authorized Agent

OWNER'S DEDICATION AND CONSENT TO RECORD

Known all men by these presents that the undersigned is the owner of the herein described tract of land, having caused the same to be subdivided into lots and alleys, hereafter to be known as "West Hills", does hereby dedicate to the Promontory Community Association Inc., for perpetual use of the lot owners all parcels of land shown on this plat as intended for private roads.

Also, the owner hereby dedicates to Summit County, Snyderville Basin Water Reclamation District, Snyderville Basin Special Recreation District, Park City Fire Service District and Mountain Regional Water Special Service District, a non-exclusive easement over the roads, private driveways, common area roads, emergency ingress/egress easements, and all other easements shown on this plat for the purpose of providing utility installation, maintenance, use, and eventual replacement, and also dedicates to the public the trails as shown on this plat intended for the use of the public.

Executed this _____ day of _____, 2001

PIVOTAL PROMONTORY DEVELOPMENT, L.L.C.

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

By: F. Francis Najafi, Trustee of the F. Francis Najafi Family Trust
Its Administrative Member

By: _____
Its Trustee

ACKNOWLEDGMENT

STATE OF UTAH
COUNTY OF SUMMIT

The foregoing instrument was acknowledged before me this _____ day of _____, 2001, by F. Francis Najafi, Trustee of the F. Francis Najafi Family Trust, Administrative Member of Pivotal Group X, LLC, an Arizona limited liability company, Administrative Member of PIVOTAL PROMONTORY DEVELOPMENT, L.L.C.

Notary Public
Residing at:

My commission expires:

00608959 Bk01429 Pg01483

WEST HILLS
LOCATED IN SECTION 11,
TOWNSHIP 1 SOUTH, RANGE 4 EAST,
SALT LAKE BASIN AND MERIDIAN
SUMMIT COUNTY, UTAH
SHEET 1 OF 5

MISSION
HYDERVILLE
S

APPROVAL AS TO FORM
APPROVED AS TO FORM THIS _____
DAY OF _____, 2001.
COUNTY ATTORNEY

RECORDED
ENTRY NO. _____ BOOK _____ PAGE _____
STATE OF _____ COUNTY OF _____
DATE _____ TIME _____
RECORDED AND FILED AT THE REQUEST OF:
COUNTY RECORDER

THE JACK JOHNSON COMPANY
1777 Sun Peak Drive • Park City, Utah 84090
(435) 845-9000 • fax (435) 849-1820

EXHIBIT C

Deer Crossing West					
Cost Code	Description	Contract Totals			Scheduled Value
		Quantity	Unit Measure	Unit Price	
BASE BID AMES CONSTRUCTION, INC., April 5, 2001					
	Clearing and Grubbing	4.10	AC	\$ 1,071.00	\$ 4,391
	Erosion Control	1,734	LF	\$ 2.53	\$ 4,387
	Strip and Stockpile Topsoil	4,392	CY	\$ 1.55	\$ 6,808
	Site Excavation (common)	12,970	CY	\$ 1.96	\$ 25,421
	Rip-rap, Machine placed	2	TN	\$ 9.27	\$ 19
	Final Clean-Up	1	LS	\$ 1,120.00	\$ 1,120
9269					
	6" Aggregate Base Course	3,600	TN	\$ 9.950	\$ 35,820
	10" Select Sub-Base	6,000	TN	\$ 6.750	\$ 40,500
	4" Bituminous Surface Course	80,000	SF	\$ 0.85	\$ 68,000
	Topsoil spreading	3,500	CY	\$ 3.00	\$ 10,500
	Revegetation / Hydro Mulch	3	AC	\$ 2,210.00	\$ 6,630
02015	Storm Drain				
	15" RCP	178	LF	\$ 17.90	\$ 3,186
	18" RCP		LF	\$ 20.76	\$ -
	24" RCP		LF	\$ 27.30	\$ -
	36" RCP		LF	\$ 44.00	\$ -
	5.3 x 4.0 Arch CMP		LF	\$ 89.00	\$ -
	SD Inlet	3	EA	\$ 1,500.00	\$ 4,500
	Remove existing culverts		LF	\$ 16.00	\$ -
	SUBTOTAL				\$ 211,282
TOTAL SCHEDULE OF VALUES					
					\$ 211,282
BOND COST = 120% OF CONSTRUCTION COST					\$ 253,538
Summit County Inspection Fee = 1.5% OF CONSTRUCTION COST					\$ 3,169

Deer Crossing East					
Cost Code	Description	Contract Totals			Scheduled Value
		Quantity	Unit Measure	Unit Price	
BASE BID AMES CONSTRUCTION, INC., April 5, 2001					
	Clearing and Grubbing	12.80	AC	\$ 1,071.00	\$ 13,709
	Erosion Control	8,670	LF	\$ 2.53	\$ 21,935
	Strip and Stockpile Topsoil	6,422	CY	\$ 1.55	\$ 9,954
	Site Excavation (common)	26,967	CY	\$ 1.96	\$ 52,855
	Rip-rap, Machine placed	8	LN	\$ 9.27	\$ 74
	Final Clean-Up	1	LS	\$ 1,120.00	\$ 1,120
9269					
	6" Aggregate Base Course	8,600	TN	\$ 9.950	\$ 85,570
	10" Select Sub-Base	15,500	TN	\$ 6.750	\$ 104,625
	4" Bituminous Surface Course	201,970	SF	\$ 0.85	\$ 171,675
	Topsoil spreading	6,524	CY	\$ 3.00	\$ 19,572
	Revegetation / Hydro Mulch	8	AC	\$ 2,210.00	\$ 17,680
02015	Storm Drain				
	18" RCP	476	LF	\$ 20.76	\$ 9,882
	24" RCP		LF	\$ 27.30	\$ -
	SD Inlet	8	EA	\$ 1,500.00	\$ 12,000
	Cleanout Box Vert Feet		VF		\$ -
	Walls				
	Stacked Rock Wall - Install	8,300	SF	\$ 4.50	\$ 37,350
	Dstacked Rock wall - Material	3,000	TN	\$ 16.00	\$ 48,000
	Structural Retaining Wall	1,600	SF	\$ 16.00	\$ 25,600
	Guard Rail	405	LF	\$ 21.50	\$ 8,708
	SUBTOTAL				\$ 640,308
TOTAL SCHEDULE OF VALUES					\$ 640,308
BOND COST = 120% OF CONSTRUCTION COST					\$ 768,370
Summit County Inspection Fee = 1.5% OF CONSTRUCTION COST					\$ 11,526

West View					
Cost Code	Description	Contract Totals			Scheduled Value
		Quantity	Unit Measure	Unit Price	
BASE BID AMES CONSTRUCTION, INC., April 5, 2001					
	Clearing and Grubbing	7.30	AC	\$ 9,071.00	\$ 7,818
	Erosion Control	1,905	LF	\$ 2.53	\$ 4,820
	Strip and Stockpile Topsoil	7,867	CY	\$ 1.55	\$ 12,194
	Site Excavation (common)	6,290	CY	\$ 1.96	\$ 12,328
	Rip-rap, Machine placed	50	TN	\$ 9.27	\$ 464
	Final Clean-Up	1	LS	\$ 1,120.00	\$ 1,120
9269					
	6" Aggregate Base Course	4,800	TN	\$ 9.950	\$ 47,760
	10" Select Sub-Base	8,700	TN	\$ 6.750	\$ 58,725
	4" Bituminous Surface Course	114,200	SF	\$ 0.85	\$ 97,070
	Topsoil spreading	2,632	CY	\$ 3.00	\$ 7,896
	Revegetation / Hydro Mulch	3.3	AC	\$ 2,210.00	\$ 7,293
02015	Storm Drain				
	15" RCP		LF	\$ 17.90	\$
	18" RCP	386	LF	\$ 20.76	\$ 8,013
	24" RCP		LF	\$ 27.30	\$
	36" RCP		LF	\$ 44.00	\$
	5.3 x 4.0 Arch CMP		LF	\$ 89.00	\$
	SD Inlet	1	EA	\$ 1,500.00	\$ 1,500
	Remove existing culverts		LF	\$ 16.00	\$
	SUBTOTAL				\$ 267,001
TOTAL SCHEDULE OF VALUES					\$ 267,001
BOND COST = 120% OF CONSTRUCTION COST					\$ 320,401
Summit County Inspection Fee = 1.5% of Construction Cost					\$ 4,005

West Hills					
Cost Code	Description	Quantity	Contract Totals		Scheduled Value
			Unit Measure	Unit Price	
BASE BID AMES CONSTRUCTION, INC., April 5, 2001					
	Clearing and Grubbing	10.90	AC	\$ 1,071.00	\$ 11,674
	Erosion Control	5,000	LF	\$ 2.53	\$ 12,650
	Strip and Stockpile Topsoil	11,679	CY	\$ 1.55	\$ 18,102
	Site Excavation (common)	37,379	CY	\$ 1.96	\$ 73,263
	Rip-rap, Machine placed	20	TON	\$ 9.27	\$ 185
	Final Clean-Up	1	CS	\$ 1,120.00	\$ 1,120
9269	6" Aggregate Base Course	7,800	TN	\$ 9.950	\$ 77,610
	10" Select Sub-Base	14,200	TN	\$ 6.750	\$ 95,850
	4" Bituminous Surface Course	185,900	SF	\$ 0.85	\$ 158,015
	Topsoil spreading	3,439	CY	\$ 3.00	\$ 10,317
	Revegetation / Hydro Mulch	4.3	AC	\$ 2,210.00	\$ 9,503
02015	Storm Drain				
	16" RCP	236	LF	\$ 17.90	\$ 4,224
	18" RCP	398	LF	\$ 20.76	\$ 8,262
	24" RCP		LF	\$ 27.30	\$
	36" RCP		LF	\$ 44.00	\$
	5.3 x 4.0 Arch CMP		LF	\$ 89.00	\$
	SD Inlet	4	EA	\$ 1,500.00	\$ 6,000
	Guard Rail	517	LF	\$ 21.50	\$ 11,116
	SUBTOTAL				\$ 497,892
TOTAL SCHEDULE OF VALUES					\$ 497,892
BOND COST = 120% OF CONSTRUCTION COST					\$ 597,470
Summit County Inspection Fee = 1.5% OF CONSTRUCTION COST					\$ 7,468

Wapiti Canyon				
Cost Code	Description	Contract Totals		
		Quantity	Unit Measure	Scheduled Unit Price Value
BASE BID AMES CONSTRUCTION, INC., April 5, 2001				
	Clearing and Grubbing	14.50	AC	\$ 1,071.00 \$ 15,530
	Erosion Control	8,566	LF	\$ 2.53 \$ 21,672
	Strip and Stockpile Topsoil	3,917	CY	\$ 1.55 \$ 6,071
	Site Excavation (common)	25,976	CY	\$ 1.96 \$ 50,913
	Rip-rap, Machine placed	8	LN	\$ 9.27 \$ 74
	Final Clean-Up	1	LS	\$ 1,120.00 \$ 1,120
9269				
	6" Aggregate Base Course	3,100	TN	\$ 9.950 \$ 30,845
	10" Select Sub-Base	5,700	TN	\$ 6.750 \$ 38,475
	4" Bituminous Surface Course	74,300	SF	\$ 0.85 \$ 63
	Topsoil spreading	9,625	CY	\$ 3.00 \$ 28,875
	Revegetation / Hydro Mulch	12	AC	\$ 2,210.00 \$ 26,520
02015	Storm Drain			
	18" RCP		LF	\$ 17.90 \$ -
	18" RCP	155	LF	\$ 20.76 \$ 3,218
	24" RCP		LF	\$ 27.30 \$ -
	36" RCP		LF	\$ 44.00 \$ -
	5.3 x 4.0 Arch CMP		LF	\$ 89.00 \$ -
	SD Inlet		EA	\$ 1,500.00 \$ -
	Guard Rails	444	LF	\$ 21.50 \$ 9,546
	SUBTOTAL			\$ 232,922
TOTAL SCHEDULE OF VALUES				\$ 232,922
BOND COST = 120% OF CONSTRUCTION COST				\$ 279,506
Summit Co. Inspection Fee = 1.5% of Construction Cost				\$ 3,494

West View Sanitary Sewer				
Bond Cost 8/20/01				
Cost Code	Description	Contract Totals		
		Quantity	Unit Measure	Scheduled Value
	4" diameter sanitary sewer manholes	4.00	EA	\$ 9,000
	5" diameter sanitary sewer manholes	1.00	EA	\$ 2,887
	10" PVC Sanitary Sewer Main	520	LF	\$ 10,348.00
	10" HDPE Sanitary Sewer Main	501	LF	\$ 12,926
	2" HDPE Sanitary Sewer	1,153	LF	\$ 16,719
	4" HDPE Sanitary Sewer	2,316	LF	\$ 37,056
	8" HDPE Sewer Force Main	659	LF	\$ 13,564
	1-1/2" HDPE Sewer Laterals	280	EA	\$ 4,060
	4" Sewer Laterals	52	EA	\$ 41,600
	SUBTOTAL			\$ 149,159
TOTAL SCHEDULE OF VALUES				\$ 149,159
BOND COST = 125% OF CONSTRUCTION COST				\$ 186,449
SBWRD Inspection Fee = 6% OF CONSTRUCTION COST				\$ 8,950
Less Previously paid Line Extention Agreement				\$ (750)
Amount due SBWRD				\$ 8,200

West Hills Sanitary Sewer Bond Cost 8/20/01				
Cost Code	Description	Quantity	Contract Totals	
			Unit Measure	Scheduled Value
	4" diameter sanitary sewer manholes	36.00	EA	\$ 2,250.00 \$ 81,000
	8" PVC Sanitary Sewer Main	4,743	LF	\$ 18.10 \$ 85,848.30
	2" HDPE Low Pressure Sewer Main	380	LF	\$ 14.50 \$ 5,510
	8" HDPE Sanitary Sewer Main	2,204	LF	\$ 22.10 \$ 48,708
	1-1/2" HDPE Sewer Laterals	3	EA	\$ 800.00 \$ 2,400
	4" PVC Sanitary Sewer Laterals	66	EA	\$ 800.00 \$ 52,800
	SUBTOTAL			\$ 276,267
TOTAL SCHEDULE OF VALUES				\$ 276,267
BOND COST = 125% OF CONSTRUCTION COST				\$ 345,333
SBWRD Inspection Fee = 6% OF CONSTRUCTION COST				\$ 16,576
Less Previously paid Line Extention Agreement				\$ (750)
Amount due SBWRD				\$ 15,826

Wapiti Canyon Sanitary Sewer					
Bond Cost 8/20/01					
Cost Code	Description	Quantity	Unit Measure	Contract Totals	
				Unit Price	Scheduled Value
	4" diameter sanitary sewer manholes	5.00	EA	\$ 2,250.00	\$ 11,250
	10" PVC Sanitary Sewer Main	125	LF	\$ 19.90	\$ 2,487.50
	2" HDPE Low Pressure Sewer Main	2,600	LF	\$ 14.50	\$ 37,700
	3" HDPE Low Pressure Sewer Main	537	LF	\$ 16.00	\$ 8,592
	4" PVC Sanitary Sewer Laterals	28	EA	\$ 800.00	\$ 22,400
	SUBTOTAL				\$ 82,430
TOTAL SCHEDULE OF VALUES					\$ 82,430
BOND COST = 125% OF CONSTRUCTION COST					\$ 103,037
SBWRD Inspection Fee = 6% OF CONSTRUCTION COST					\$ 4,946
Less Previously paid Line Extention Agreement					\$ (750)
Amount due SBWRD					\$ 4,196

Deer Crossing East Sanitary Sewer				
Bond Cost 8/20/01				
Cost Code	Description	Contract Totals		
		Quantity	Unit Measure	Scheduled Value
	Low Pressure S.S. Flushing	6.00	EA	\$ 2,500.00 \$ 15,000
	Low Pressure Air/Vac Release	3	EA	\$ 4,000.00 \$ 12,000
	2" HDPE Low Pressure	1,277	LF	\$ 14.50 \$ 18,517
	3" HDPE Low Pressure	708.00	LF	\$ 14.50 \$ 10,266
	4" HDPE Low Pressure	6,552	LF	\$ 16.00 \$ 104,832
	2" to 3" HDPE Low Pressure Reducer	2	EA	\$ 500.00 \$ 1,000
	3" to 4" HDPE Low Pressure Reducer	1	EA	\$ 500.00 \$ 500
	1-1/2" HDPE Sewer Laterals	67.0	EA	\$ 800.00 \$ 53,600
	SUBTOTAL			\$ 215,715
TOTAL SCHEDULE OF VALUES				\$ 215,715
BOND COST = 125% OF CONSTRUCTION COST				\$ 269,643
SBWRD Inspection Fee = 6% OF CONSTRUCTION COST				\$ 12,943
Less Previously paid Line Extention Agreement				\$ (750)
Amount due SBWRD				\$ 12,193

Deer Crossing West Sanitary Sewer				
Bond Cost 8/20/01				
Cost Code	Description	Contract Totals		
		Quantity	Unit Measure	Scheduled Value
	4" diameter sanitary sewer manholes	13.00	EA	\$ 2,250.00 \$ 29,250
	10" PVC Sanitary Sewer Main	2,166	LF	\$ 19.90 \$ 43,103.40
	10" HDPE Sanitary Sewer Main	1,159	LF	\$ 25.80 \$ 29,902
	4" PVC Sanitary Sewer Laterals	24	EA	\$ 800.00 \$ 19,200
	SUBTOTAL			\$ 121,456
TOTAL SCHEDULE OF VALUES				\$ 121,456
BOND COST = 125% OF CONSTRUCTION COST				\$ 151,820
SBWRD Inspection Fee = 6% OF CONSTRUCTION COST				\$ 7,287
Less Previously paid Line Extention Agreement				\$ (750)
Amount due SBWRD				\$ 6,537

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

PERFORMANCE BOND

Bond No. SH7396

KNOW ALL MEN BY THESE PRESENTS, THAT WE,

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

Summit County, Utah

as the Obligee, in the sum of Seven Hundred Sixty-Eight Thousand Three Hundred Seventy and no/100 ----- (768,370.00) DOLLARS, for the payment whereof well and truly to be made, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

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

WHEREAS the Principal has agreed to perform:

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

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

AMES CONSTRUCTION, INC.

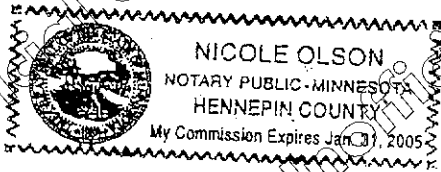
By: Raymond G. Ames
Raymond G. Ames, Vice President

ST. PAUL FIRE AND MARINE INSURANCE COMPANY

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

ACKNOWLEDGMENT OF CORPORATION

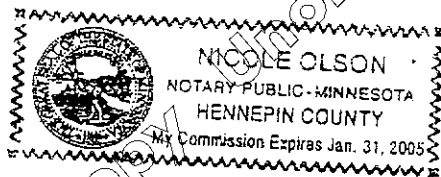
State of MINNESOTA)
) ss. On this 29th day of August 2001
County of HENNEPIN) before me appeared Raymond G. Ames
to me personally known, who, being by me duly sworn, did say that he
is the Vice President
of AMES CONSTRUCTION, INC.
a corporation, that the seal affixed to the foregoing instrument is the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



10/10/01
Notary Public _____ County _____
My commission expires _____

ACKNOWLEDGMENT OF CORPORATE SURETY

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



11/10/01
Notary Public _____ County _____
My commission expires _____

PERFORMANCE BOND

Bond No. SH7395

KNOW ALL MEN BY THESE PRESENTS, THAT WE,

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

Summit County, Utah

as the Obligee, in the sum of Three Hundred Twenty Thousand Four Hundred One and no/100 (320,401.00) DOLLARS, for the payment whereof well and truly to be made, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

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

WHEREAS the Principal has agreed to perform:

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

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

AMES CONSTRUCTION, INC.

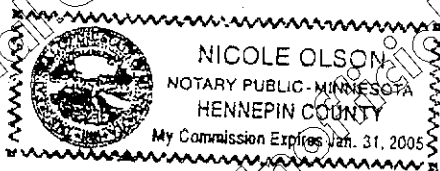
By: Raymond G. Ames
Raymond G. Ames, Vice President

ST. PAUL FIRE AND MARINE INSURANCE COMPANY

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

ACKNOWLEDGMENT OF CORPORATION

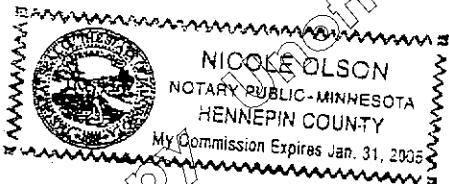
State of MINNESOTA)
) ss. On this 29th day of August 2001
County of HENNEPIN) before me appeared Raymond G. Ames
to me personally known, who, being by me duly sworn, did say that he
is the Vice President of
of AMES CONSTRUCTION, INC.
a corporation, that the seal affixed to the foregoing instrument is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



Notary Public _____ County _____
My commission expires _____

ACKNOWLEDGMENT OF CORPORATE SURETY

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



Notary Public _____ County _____
My commission expires _____

The **St Paul**

POWER OF ATTORNEY

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

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

Power of Attorney No. 21794

Certificate No. 901037

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

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

Minneapolis

Minnesota

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

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

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

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



State of Maryland
City of Baltimore

John F. Phinney
Thomas E. Huibregtse

THOMAS E. HUIBREGTSE, Assistant Secretary

On this 5th day of May 2000 before me, the undersigned officer, personally appeared John F. Phinney and Thomas E. Huibregtse, who acknowledged themselves to be the Vice President and Assistant Secretary, respectively, of Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, United States Fidelity and Guaranty Company, Fidelity and Guaranty Insurance Company, and Fidelity and Guaranty Insurance Underwriters, Inc.; and that the seals affixed to the foregoing instrument are the corporate seals of said Companies; and that they, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the names of the corporations by themselves as duly authorized officers.

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

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



Rebecca Eastley-Onokala

REBECCA EASTLEY-ONOKALA, Notary Public

00608959 Bk01429 Bp01500

The **St Paul**

POWER OF ATTORNEY

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

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

Power of Attorney No. 21794

Certificate No. 901036

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

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

Minneapolis

Minnesota

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

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

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

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



State of Maryland
City of Baltimore

John F. Phinney
Thomas E. Huibregtse
THOMAS E. HUIBREGTSE, Assistant Secretary

On this 5th day of May, 2000, before me, the undersigned officer, personally appeared John F. Phinney and Thomas E. Huibregtse, who acknowledged themselves to be the Vice President and Assistant Secretary, respectively, of Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, United States Fidelity and Guaranty Company, Fidelity and Guaranty Insurance Company and Fidelity and Guaranty Insurance Underwriters, Inc.; and that the seals affixed to the foregoing instrument are the corporate seals of said Companies; and that they, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the names of the corporations by themselves as duly authorized officers.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 13th day of July, 2002.



Rebecca Easley Konokala
REBECCA EASLEY KONOKALA, Notary Public

00608959 Bx01429 Pg01501

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, United States Fidelity and Guaranty Company, Fidelity and Guaranty Insurance Company, and Fidelity and Guaranty Insurance Underwriters, Inc. on September 2, 1998, which resolutions are now in full force and effect, reading as follows:

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

RESOLVED FURTHER, that Attorney(s)-in-Fact shall have the power and authority, and in any case, subject to the terms and limitations of the Power of Attorney issued them, to execute and deliver on behalf of the Company and to attach the seal of the Company to any and all bonds and undertakings, and other writings obligatory in the nature thereof, and any such instrument executed by such Attorney(s)-in-Fact shall be as binding upon the Company as if signed by an Executive Officer and sealed and attested to by the Secretary of the Company.

I, Thomas E. Huibregtse, Assistant Secretary of Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, United States Fidelity and Guaranty Company, Fidelity and Guaranty Insurance Company, and Fidelity and Guaranty Insurance Underwriters, Inc. do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

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



Thomas E. Huibregtse
Thomas E. Huibregtse, Assistant Secretary

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

BOND COST
6/8/01

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

PERFORMANCE BOND

Bond No. SH7397

KNOW ALL MEN BY THESE PRESENTS, THAT WE,

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

Summit County, Utah

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

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

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

WHEREAS the Principal has agreed to perform:

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

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

AMES CONSTRUCTION, INC.

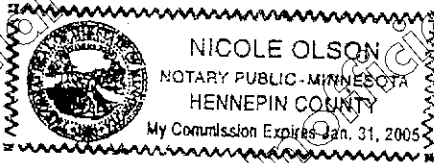
By: Raymond G. Ames
Raymond G. Ames, Vice President

ST. PAUL FIRE AND MARINE INSURANCE COMPANY

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

ACKNOWLEDGMENT OF CORPORATION

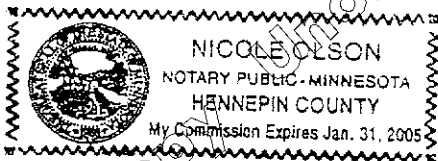
State of MINNESOTA)
) ss. On this 29th day of August 2001
County of HENNEPIN) before me appeared Raymond G. Ames
to me personally known, who, being by me duly sworn, did say that he
is the Vice President
of AMES CONSTRUCTION, INC.
a corporation, that the seal affixed to the foregoing instrument is the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



Julie Olson
Notary Public _____ County _____
My commission expires _____

ACKNOWLEDGMENT OF CORPORATE SURETY

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



Julie Olson
Notary Public _____ County _____
My commission expires _____

The **St Paul**

POWER OF ATTORNEY

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

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

Power of Attorney No. 21794

Certificate No. 901038

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

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

Minneapolis

Minnesota

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

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

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

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

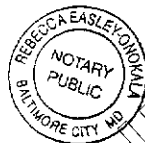


State of Maryland
City of Baltimore

On this 5th day of May, 2000, before me, the undersigned officer, personally appeared John F. Phinney and Thomas E. Huijbregtse, who acknowledged themselves to be the Vice President and Assistant Secretary, respectively, of Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, United States Fidelity and Guaranty Company, Fidelity and Guaranty Insurance Company, and Fidelity and Guaranty Insurance Underwriters, Inc.; and that the seals affixed to the foregoing instrument are the corporate seals of said Companies; and that they, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the names of the corporations by themselves as duly authorized officers.

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

My Commission expires the 3th day of July, 2002.



John F. Phinney
Thomas E. Huijbregtse

THOMAS E. HUIJBREGTSE, Assistant Secretary

Rebecca Easley Onokala

REBECCA EASLEY ONOKALA, Notary Public

00608959 Bk01429 Pg01506

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, United States Fidelity and Guaranty Company, Fidelity and Guaranty Insurance Company, and Fidelity and Guaranty Insurance Underwriters, Inc. on September 2, 1998, which resolutions are now in full force and effect, reading as follows:

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

RESOLVED FURTHER, that Attorney(s)-in-Fact shall have the power and authority, and in any case, subject to the terms and limitations of the Power of Attorney issued them, to execute and deliver on behalf of the Company and to attach the seal of the Company to any and all bonds and undertakings, and other writings obligatory in the nature thereof, and any such instrument executed by such Attorney(s)-in-Fact shall be as binding upon the Company as if signed by an Executive Officer and sealed and attested to by the Secretary of the Company.

I, Thomas E. Huibregtse, Assistant Secretary of Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, United States Fidelity and Guaranty Company, Fidelity and Guaranty Insurance Company, and Fidelity and Guaranty Insurance Underwriters, Inc. do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

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



Thomas E. Huibregtse

Thomas E. Huibregtse, Assistant Secretary

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

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

PERFORMANCE BOND

Bond No. SH7398

KNOW ALL MEN BY THESE PRESENTS, THAT WE,

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

Summit County, Utah

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

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

WHEREAS the Principal has agreed to perform:

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

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

AMES CONSTRUCTION, INC.

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

ST. PAUL FIRE AND MARINE INSURANCE COMPANY

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

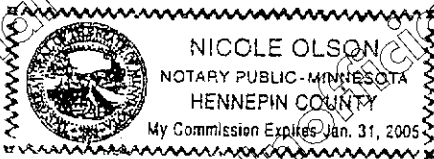
ACKNOWLEDGMENT OF CORPORATION

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

a corporation, that the seal affixed to the foregoing instrument is the corporate seal of said corporation,

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

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

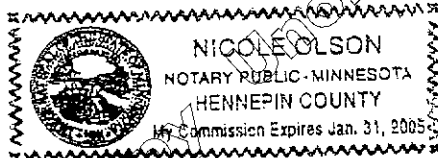


Nicole Olson
Notary Public _____ County, _____
My commission expires _____

ACKNOWLEDGMENT OF CORPORATE SURETY

State of MINNESOTA)
) ss. On this 29th day of August 2001
County of HENNEPIN) before me appeared Bruce N. Telander
to me personally known, who, being by me duly sworn, did say that he
is the Attorney-in-Fact

of ST. PAUL FIRE AND MARINE INSURANCE COMPANY, a corporation, that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was executed in behalf of said corporation by authority of its Board of Directors; and that said Bruce N. Telander acknowledged said instrument to be the free act and deed of said corporation.



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

The St Paul

POWER OF ATTORNEY

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

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

Power of Attorney No. 21794

Certificate No. 901039

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

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

Minneapolis

Minnesota

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

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

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

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



State of Maryland
City of Baltimore

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

On this 5th day of May, 2000, before me, the undersigned officer, personally appeared John F. Phinney and Thomas E. Huijbregtse, who acknowledged themselves to be the Vice President and Assistant Secretary, respectively, of Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian insurance Company, St. Paul Mercury Insurance Company, United States Fidelity and Guaranty Company, Fidelity and Guaranty Insurance Company, and Fidelity and Guaranty Insurance Underwriters, Inc.; and that the seals affixed to the foregoing instrument are the corporate seals of said Companies; and that they, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the names of the corporations by themselves as duly authorized officers.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 13th day of July, 2002.



Rebecca Easley Onokala
REBECCA EASLEY ONOKALA, Notary Public

00608959 BK01429 PG01511

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, United States Fidelity and Guaranty Company, Fidelity and Guaranty Insurance Company, and Fidelity and Guaranty Insurance Underwriters, Inc. on September 2, 1998, which resolutions are now in full force and effect, reading as follows:

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

RESOLVED FURTHER, that Attorney(s)-in-Fact shall have the power and authority, and, in any case, subject to the terms and limitations of the Power of Attorney issued them, to execute and deliver on behalf of the Company and to attach the seal of the Company to any and all bonds and undertakings, and other writings obligatory in the nature thereof, and any such instrument executed by such Attorney(s)-in-Fact shall be as binding upon the Company as if signed by an Executive Officer and sealed and attested to by the Secretary of the Company.

I, Thomas E. Huibregtse, Assistant Secretary of Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, United States Fidelity and Guaranty Company, Fidelity and Guaranty Insurance Company, and Fidelity and Guaranty Insurance Underwriters, Inc. do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

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



Thomas E. Huibregtse
Thomas E. Huibregtse, Assistant Secretary

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

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

PERFORMANCE BOND

Bond No. SH7394

KNOW ALL MEN BY THESE PRESENTS, THAT WE,

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

Summit County, Utah

as the Obligee, in the sum of Five Hundred Ninety-Seven Thousand Four Hundred Seventy and no/100 ----- (597,470.00) DOLLARS

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

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

WHEREAS the Principal has agreed to perform:

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

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

AMES CONSTRUCTION, INC.

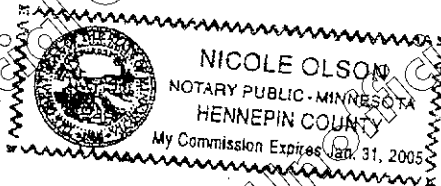
By: [Signature]
Raymond G. Ames, Vice President

ST. PAUL FIRE AND MARINE INSURANCE COMPANY

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

ACKNOWLEDGMENT OF CORPORATION

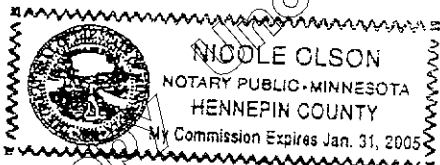
State of MINNESOTA)
) ss. On this 29th day of August 2001
County of HENNEPIN) before me appeared Raymond G. Ames
to me personally known, who, being by me duly sworn, did say that he
is the Vice President
of AMES CONSTRUCTION, INC.
a corporation, that the seal affixed to the foregoing instrument is the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



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

ACKNOWLEDGMENT OF CORPORATE SURETY

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



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

The St Paul

POWER OF ATTORNEY

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

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

Power of Attorney No. 21794

Certificate No. 901035

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

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

Minneapolis

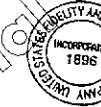
Minnesota

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

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

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

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



State of Maryland
City of Baltimore

John F. Phinney
Thomas E. Huibregtse

THOMAS E. HUIBREGTSE, Assistant Secretary

On this 5th day of May, 2000, before me, the undersigned officer, personally appeared John F. Phinney and Thomas E. Huibregtse, who acknowledged themselves to be the Vice President and Assistant Secretary, respectively, of Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, United States Fidelity and Guaranty Company, Fidelity and Guaranty Insurance Company, and Fidelity and Guaranty Insurance Underwriters, Inc.; and that the seals affixed to the foregoing instrument are the corporate seals of said Companies; and that they, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the names of the corporations by themselves as duly authorized officers.

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

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



Rebecca Easley Onokala

REBECCA EASLEY ONOKALA, Notary Public

00608959 Bk01429 Pg01516

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, United States Fidelity and Guaranty Company, Fidelity and Guaranty Insurance Company, and Fidelity and Guaranty Insurance Underwriters, Inc. on September 2, 1998, which resolutions are now in full force and effect, reading as follows:

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

RESOLVED FURTHER, that Attorney(s)-in-Fact shall have the power and authority, and, in any case, subject to the terms and limitations of the Power of Attorney issued them, to execute and deliver on behalf of the Company and to attach the seal of the Company to any and all bonds and undertakings, and other writings obligatory in the nature thereof, and any such instrument executed by such Attorney(s)-in-Fact shall be as binding upon the Company as if signed by an Executive Officer and sealed and attested by the Secretary of the Company.

I, Thomas E. Huibregtse, Assistant Secretary of Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, United States Fidelity and Guaranty Company, Fidelity and Guaranty Insurance Company, and Fidelity and Guaranty Insurance Underwriters, Inc. do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

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



Thomas E. Huibregtse
Thomas E. Huibregtse, Assistant Secretary

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

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

PERFORMANCE BOND

Bond No. SH7399

KNOW ALL MEN BY THESE PRESENTS, THAT WE,

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

Summit County, Utah

as the Oblige, in the sum of One Hundred Eighty-One Thousand Two Hundred and no/100 ----- (181,200.00) DOLLARS, for the payment whereof well and truly to be made, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

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

WHEREAS the Principal has agreed to perform:

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

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

AMES CONSTRUCTION, INC.

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

ST. PAUL FIRE AND MARINE INSURANCE COMPANY

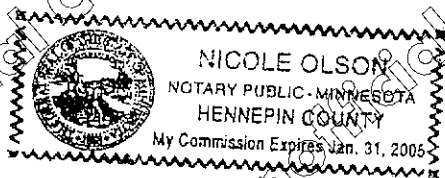
By: Bruce N. Telander
Bruce N. Telander, Attorney-in-Fact

ACKNOWLEDGMENT OF CORPORATION

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

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

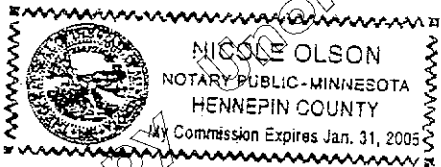
and that said instrument was executed in behalf of said corporation by
authority of its Board of Directors; and that said Raymond G. Ames
acknowledged said instrument to be the free act and deed of said
corporation.



1/14/01
Notary Public _____ County, _____
My commission expires _____

ACKNOWLEDGMENT OF CORPORATE SURETY

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



1/14/01
Notary Public _____ County, _____
My commission expires _____

The **St Paul**

POWER OF ATTORNEY

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

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

Power of Attorney No. 21794

Certificate No. 301040

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

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

Minneapolis

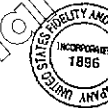
Minnesota

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

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

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

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



State of Maryland
City of Baltimore

John F. Phinney
Thomas E. Huibregtse

THOMAS E. HUIBREGTSE, Assistant Secretary

On this 5th day of May, 2000, before me, the undersigned officer, personally appeared John F. Phinney and Thomas E. Huibregtse, who acknowledged themselves to be the Vice President and Assistant Secretary, respectively, of Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, United States Fidelity and Guaranty Company, Fidelity and Guaranty Insurance Company, and Fidelity and Guaranty Insurance Underwriters, Inc.; and that the seals affixed to the foregoing instrument are the corporate seals of said Companies; and that they, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the names of the corporations by themselves as duly authorized officers.

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

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



Rebecca Easley-Onokala

REBECCA EASLEY-ONOKALA, Notary Public

00608959 Bk01429 Pg01521

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, United States Fidelity and Guaranty Company, Fidelity and Guaranty Insurance Company, and Fidelity and Guaranty Insurance Underwriters, Inc. on September 2, 1998, which resolutions are now in full force and effect, reading as follows:

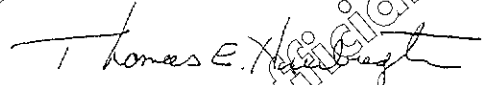
RESOLVED, that in connection with the fidelity and surety insurance business of the Company, all bonds, undertakings, contracts and other instruments relating to said business may be signed, executed, and acknowledged by persons or entities appointed as Attorney(s)-in-Fact pursuant to a Power of Attorney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

RESOLVED FURTHER, that Attorney(s)-in-Fact shall have the power and authority, and (in any case, subject to the terms and limitations of the Power of Attorney issued them, to execute and deliver on behalf of the Company and to attach the seal of the Company to any and all bonds and undertakings, and other writings obligatory in the nature thereof, and any such instrument executed by such Attorney(s)-in-Fact shall be as binding upon the Company as if signed by an Executive Officer and sealed and attested to by the Secretary of the Company.

I, Thomas E. Huibregtse, Assistant Secretary of Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, United States Fidelity and Guaranty Company, Fidelity and Guaranty Insurance Company, and Fidelity and Guaranty Insurance Underwriters, Inc. do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

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




Thomas E. Huibregtse, Assistant Secretary

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

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

PERFORMANCE BOND

Bond No. SH7393

KNOW ALL MEN BY THESE PRESENTS, THAT WE,

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

Summit County, Utah

as the Obligee, in the sum of Two Hundred Seventy-Nine Thousand Five Hundred Six and no/100 ----- (279,506.00) DOLLARS

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

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

WHEREAS the Principal has agreed to perform:

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

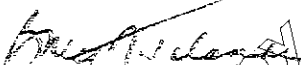
WARRANTY

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

AMES CONSTRUCTION, INC.

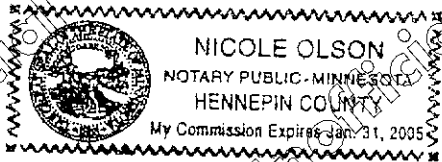
By: 
Raymond G. Ames, Vice President

ST. PAUL FIRE AND MARINE INSURANCE COMPANY

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

ACKNOWLEDGMENT OF CORPORATION

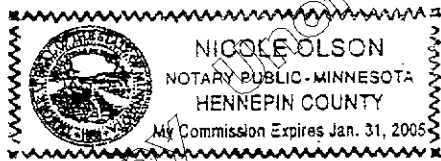
State of MINNESOTA)
) ss. On this 29th day of August 2001
County of HENNEPIN) before me appeared Raymond G. Ames
to me personally known, who, being by me duly sworn, did say that he
is the Vice President of AMES CONSTRUCTION, INC.
a corporation, that the seal affixed to the foregoing instrument is the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



Notary Public _____ County, _____
My commission expires _____

ACKNOWLEDGMENT OF CORPORATE SURETY

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



Notary Public _____ County, _____
My commission expires _____

The St Paul

POWER OF ATTORNEY

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

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

Power of Attorney No. 21794

Certificate No. 901034

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

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

Minneapolis

Minnesota

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

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

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

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



State of Maryland
City of Baltimore

John F. Phinney
Thomas E. Huijbregtse

THOMAS E. HUIJBREGTSE, Assistant Secretary

On this 5th day of May, 2000, before me, the undersigned officer, personally appeared John F. Phinney and Thomas E. Huijbregtse, who acknowledged themselves to be the Vice President and Assistant Secretary, respectively, of Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, United States Fidelity and Guaranty Company, Fidelity and Guaranty Insurance Company, and Fidelity and Guaranty Insurance Underwriters, Inc., and that the seals affixed to the foregoing instrument are the corporate seals of said Companies, and that they, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the names of the corporations by themselves as duly authorized officers.

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

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



Rebecca Easley Onokala

REBECCA EASLEY ONOKALA, Notary Public

00608959 Bk01429 Pd01526

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, United States Fidelity and Guaranty Company, Fidelity and Guaranty Insurance Company, and Fidelity and Guaranty Insurance Underwriters, Inc. on September 2, 1998, which resolutions are now in full force and effect, reading as follows:

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

RESOLVED FURTHER, that Attorney(s)-in-Fact shall have the power and authority, and, in any case, subject to the terms and limitations of the Power of Attorney issued them, to execute and deliver on behalf of the Company and to attach the seal of the Company to any and all bonds and undertakings, and other writings obligatory in the nature thereof, and any such instrument executed by such Attorney(s)-in-Fact shall be as binding upon the Company as if signed by an Executive Officer and sealed and attested to by the Secretary of the Company.

I, Thomas E. Huibregtse, Assistant Secretary of Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, United States Fidelity and Guaranty Company, Fidelity and Guaranty Insurance Company, and Fidelity and Guaranty Insurance Underwriters, Inc. do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

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



Thomas E. Huibregtse

Thomas E. Huibregtse, Assistant Secretary

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

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

PERFORMANCE BOND

Bond No. SH7378

KNOW ALL MEN BY THESE PRESENTS, THAT WE,

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

Summit County, Utah

as the Obligee, in the sum of Three Hundred Seventeen Thousand Seven Hundred Eighteen and no/100-----(\$317,718.00) DOLLARS, for the payment whereof well and truly to be made, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

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

WHEREAS the Principal has agreed to perform:

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

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

AMES CONSTRUCTION, INC.

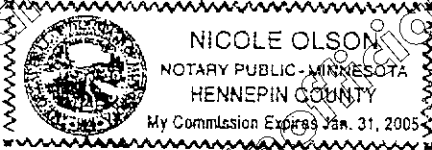
By: Raymond G. Ames
Raymond G. Ames, Vice President

ST. PAUL FIRE AND MARINE INSURANCE COMPANY

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

ACKNOWLEDGMENT OF CORPORATION

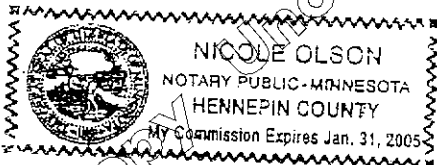
State of MINNESOTA)
) ss. On this 29th day of August 2001
County of HENNEPIN) before me appeared Raymond G. Ames
to me personally known, who, being by me duly sworn, did say that he
is the Vice President
of AMES CONSTRUCTION, INC.
a corporation, that the seal affixed to the foregoing instrument is the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



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

ACKNOWLEDGMENT OF CORPORATE SURETY

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



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

The St Paul

POWER OF ATTORNEY

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

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

Power of Attorney No. 21794

Certificate No. 201032

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

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

Minneapolis

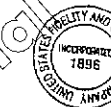
Minnesota

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

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

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

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



State of Maryland
City of Baltimore

On this 5th day of May, 2000, before me, the undersigned officer, personally appeared John F. Phinney and Thomas E. Huitbrejtse, who acknowledged themselves to be the Vice President and Assistant Secretary, respectively, of Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, United States Fidelity and Guaranty Company, Fidelity and Guaranty Insurance Company, and Fidelity and Guaranty Insurance Underwriters, Inc.; and that the seals affixed to the foregoing instrument are the corporate seals of said Companies; and that they, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the names of the corporations or themselves as duly authorized officers.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 13th day of June, 2002.



John F. Phinney
Thomas E. Huitbrejtse
THOMAS E. HUITBREJTSE, Assistant Secretary

Rebecca Easley Nokala
REBECCA E. EASLEY NOKALA, Notary Public

00608959 Bx01429 Po01531

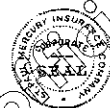
This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, United States Fidelity and Guaranty Company, Fidelity and Guaranty Insurance Company, and Fidelity and Guaranty Insurance Underwriters, Inc., on September 2, 1998, which resolutions are now in full force and effect, reading as follows:

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

RESOLVED FURTHER, that Attorney(s)-in-Fact shall have the power and authority, and, in any case, subject to the terms and limitations of the Power of Attorney issued them, to execute and deliver on behalf of the Company and to attach the seal of the Company to any and all bonds and undertakings, and other writings obligatory in the nature thereof, and any such instrument executed by such Attorney(s)-in-Fact shall be as binding upon the Company as if signed by an Executive Officer and sealed and attested to by the Secretary of the Company.

I, Thomas E. Huibregtse, Assistant Secretary of Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, United States Fidelity and Guaranty Company, Fidelity and Guaranty Insurance Company, and Fidelity and Guaranty Insurance Underwriters, Inc. do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

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



Thomas E. Huibregtse
Thomas E. Huibregtse, Assistant Secretary

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

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

PERFORMANCE BOND

Bond No. SH7392

KNOW ALL MEN BY THESE PRESENTS, THAT WE,

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

Summit County, Utah

as the Obligee, in the sum of Sixty Six Thousand One Hundred Eighty and no/100-----

----- (\$66,180.00) DOLLARS, for the payment whereof well and truly to be made, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

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

WHEREAS the Principal has agreed to perform:

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

BACK COUNTRY TRAILS

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

AMES CONSTRUCTION, INC.

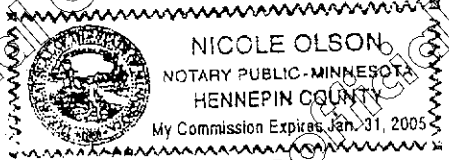
By: *Raymond G. Ames*
Raymond G. Ames, Vice President

ST. PAUL FIRE AND MARINE INSURANCE COMPANY

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

ACKNOWLEDGMENT OF CORPORATION

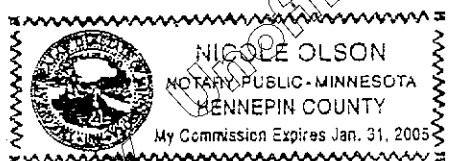
State of MINNESOTA)
) ss. On this 29th day of August 2001
County of HENNEPIN) before me appeared Raymond G. Ames
to me personally known, who, being by me duly sworn, did say that he
is the Vice President
of AMES CONSTRUCTION, INC.,
a corporation, that the seal affixed to the foregoing instrument is the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



Notary Public _____ County, _____
My commission expires _____

ACKNOWLEDGMENT OF CORPORATE SURETY

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



Notary Public _____ County, _____
My commission expires _____

The **St Paul**

POWER OF ATTORNEY

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

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

Power of Attorney No. 21794

Certificate No. 901033

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

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

Minneapolis

Minnesota

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

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

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

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

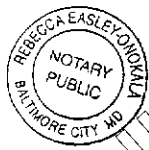


State of Maryland
City of Baltimore

John F. Phinney
Thomas E. Huibregtse
THOMAS E. HUIBREGTSE, Assistant Secretary

On this 5th day of May, 2000, before me, the undersigned officer, personally appeared John F. Phinney and Thomas E. Huibregtse, who acknowledged themselves to be the Vice President and Assistant Secretary, respectively, of Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, United States Fidelity and Guaranty Company, Fidelity and Guaranty Insurance Company, and Fidelity and Guaranty Insurance Underwriters, Inc.; and that the seals affixed to the foregoing instrument are the corporate seals of said Companies; and that they, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the names of the corporations by themselves as duly authorized officers.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 13th day of July, 2002.



Rebecca Easley Conkala
REBECCA EASLEY CONKALA, Notary Public

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This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, United States Fidelity and Guaranty Company, Fidelity and Guaranty Insurance Company, and Fidelity and Guaranty Insurance Underwriters, Inc. on September 2, 1998, which resolutions are now in full force and effect, reading as follows:

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

RESOLVED FURTHER, that Attorney(s)-in-Fact shall have the power and authority, and in any case, subject to the terms and limitations of the Power of Attorney issued them, to execute and deliver on behalf of the Company and to attach the seal of the Company to any and all bonds and undertakings, and other writings obligatory in the nature thereof, and any such instrument executed by such Attorney(s)-in-Fact shall be as binding upon the Company as if signed by an Executive Officer and sealed and attested to by the Secretary of the Company.

I, Thomas E. Huibregtse, Assistant Secretary of Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, United States Fidelity and Guaranty Company, Fidelity and Guaranty Insurance Company, and Fidelity and Guaranty Insurance Underwriters, Inc. do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

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



Thomas E. Huibregtse
Thomas E. Huibregtse, Assistant Secretary

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

BOND COST
8/20/01

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

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EXHIBIT D

Tax Identification Numbers: NS-90-A-X; NS-90; SS-80-6-A; SS-79-B; SS-66; SS-55; SS-54-A; SS-52; SS-51-C; SS-51-C-1; SS-26; SS-26-C; SS-25; NS-3; SS-23; SS-23-B; SS-23-C; SS-23-A-X; NS-2-A-1-X; NS-2; NS-2-A; NS-1; WSHLS-1 thru 74; DC-1 thru 103; WCAN-I-1 thru 8; WV-1 thru 53.