When Recorded, Please Return to:
Community Development Project File
Promontory Project
P.O. Box 128, Coalville, Utah 84017

DEVELOPMENT IMPROVEMENTS AGREEMENT FOR PROMONTORY WEST ENTRANCE GATEHOUSE

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

RECITALS

- 1. Developers the owner of certain property more particularly described in Exhibit

 A, situated in the County of Summit, State of Utah, sometimes referred to as

 Promontory and referred to herein as the "Property."
- 2. Developer's County-approved Development Agreement for Bromontory provides for construction of Gatehouses at Promontory's west and with entrances.
- 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 construction of the West Gatehouse on the Property, pursuant to that certain Development Agreement dated as of January 2, 2001 (the "Development Agreement").
- 4. Construction of the West Gatehouse covered by this Development Improvements Agreement will be subject to the requirements and conditions related to the installation and construction of utilities and the improvements shown on the attached Site Improvements Plan. These requirements and conditions conform to those which are set forth in the Development Agreement.

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

1. Developer's Guarantee and Warranty.

Developer has entered into formal commitments, including the approved Development Agreement and this Development Improvements Agreement with an appropriate bonding and installation schedule to guarantee the installation, as hereafter provided and as necessary to serve the West Gatehouse, and payment therefore, of all road improvements, landscaping, all utility lines, storm drainage improvements and storm sewers, and any other improvements described in the Site Improvements Plan. Developer hereby warrants all road * See Exhibit D for tax identification numbers.

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ALAN SPRIGGS, SUMMIT CO_RECORDER 2002 JAN 22 16:37 PM FEE \$375.00 BY DNG REQUEST: SUMMIT ESCROW & TITLE INSURANCE 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 of 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 forthin the Site Improvements Pan, 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.

. Water Facilities and Sanitary Sewer Collection Lines.

- 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 West Gatehouse. The Developer shall bond for the installation of on-site sewer lines and service laterals from the border of the West Gatehouse site plan to the existing sewage collection system, in accordance with the standard specification of the District.
 - The Developer has also entered into a Water Service Agreement with Mountain Regional Water Service District to provide for the installation of wells, pumps, waterlines and service laterals for the West Gatehouse 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, explic system 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.
 - The Developer has agreed to construct and pay for culinary and fire protection waterlines to serve the West Gatehouse, and to transfer maintenance and ownership of said waterlines and other water

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improvements to Mountain Regional after acceptance and approval of the 3101100197 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

Electric, Gas, Telephone and Cable TV Facilities.

- Umothicalical copy 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 West Gatehouse, and Developer shall pay for accordance with the established. (1)
 - At the request of Developer, Questar Gas Company shall engineer and
- 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 faciliticable television lines and facil 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?
 - The installation of the electric, gas, telephone and cable television (4) 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

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- The Developer shall install any storm sewer lines and drainage facilities described in the Site Improvement Plan.
- 4. Storm Drainage Improvements.

 (1) The Developer shall described in the 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.

√Trail Easements.

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With respect to the public trails contemplated by the Development Agreement.

Developer guarantees, at Developer's cost, to improve and surface the public trails indicated on the site plans for the West Gatehouse in accordance with the terms of the Development Agreement and according to the standards and timetable provided for in the Development Agreement and in any Trails Agreement between Developer and the Snyderville Basin Special Recreation District.

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 site plan landscaping and re-vegetation in accordance with the Site Improvements Plan, at Developer's expense within two years from the date hereof

Road Cuts.

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

9. Traffic Control.

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

10. Maintenance and Repair.

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

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time after discovery of any claim hereunder, and Developer shall have a reasonable period of time within which to repair said damage.

At such time as the Developer and Covenants Covenan (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.

Financial Assurances.

Unothicion Color To insure Developer's performance under this Agreement (except for the installation of the sanitary sewer 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 Grawn upon a state or national bank. Said Letter of Credit shake (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 suier 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 of 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.

> 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.

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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 for if such default cannot be cuted 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.

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.

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(6) 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

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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

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

CLERY

APPROVED:

OF SUMMIT, UTAH

Summit County Clerk

Unofficial copy Board of Summit

County Commissioners County Commission Chairman

APPROVED AS TO FORM:

Dave Thomas,

Deputy County Attorney

ACCEPTED:

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

J. Jahm Najafi

Trustee Pivotal Promontory Development, LLC, an Arizona limited liability company

By:

Its:

By:

Its:

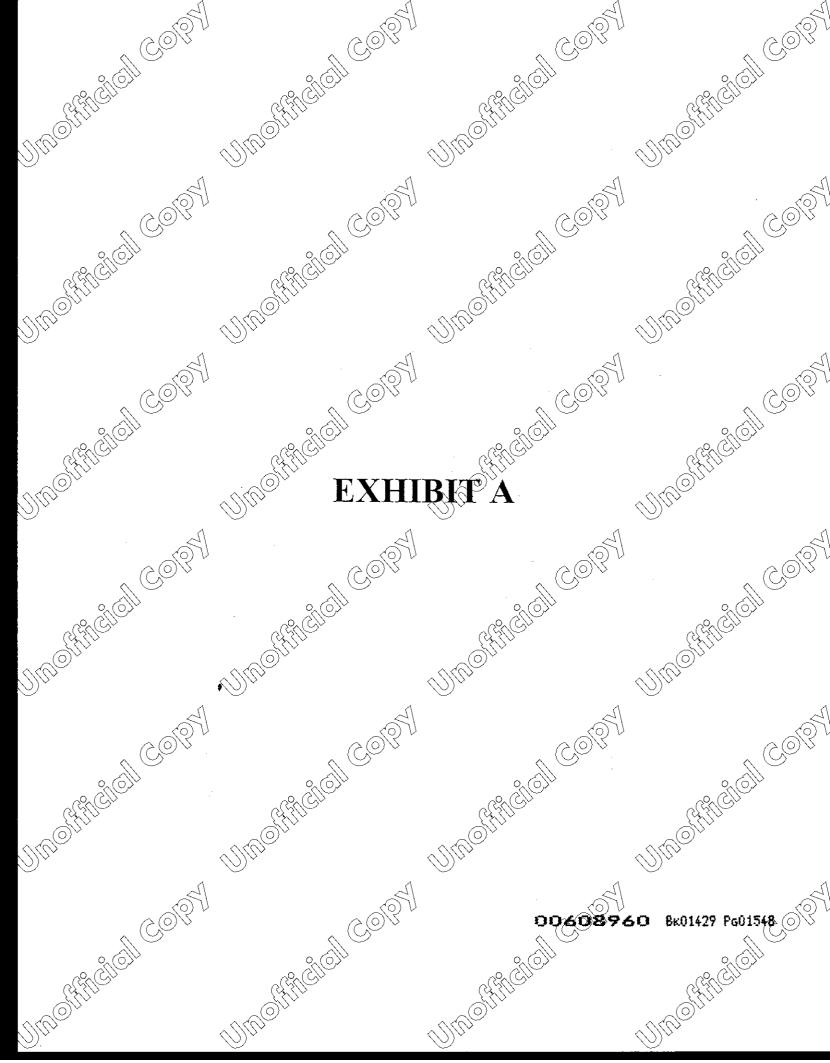
Pivotal Promontory, LLC, an Arizona limited liability company

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

Its: Administrative Member

Jahm Najafi, Trustee of the Jahm Najafi Trust dated July 30, 1996

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DEVELOPMENT AGREEMENT AND EXHIBITS

LEGAL DÉSCRIPTIONS C.

PROMONTORY Parcel Descriptions

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 Stend Monuments), and running the loc along the West Section Line of said Section 36. North (ᠬᢗ)0503'26" West, 2664.42 feet (to)a∕stone found at the West Quarter Corner of said Section 沒6(೧ 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 0000602" 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 Next heast Quarter of said Section 26; thence North 00°04'55" West 2667.46 feet to a stone Found at the North Quarter Comer of said Section 26, thence North 00°02'27" to the Southwest Comer the Northeast Quarter of Section 23; thence North 89°58'47" West, 1858.84 feet, more of less, to the Easterly line of the State of Utah, Division of Earks and Recreation Right of Way, (formerly the Union Bacific Railroad right-of-way), the poet along said right-of-way line the following ten (10) courses; 1) North 17°11'48" West \$0.67' feet; thence, 2) North 88°45'48" East, 52.25 feet; thence, 3) North 17°06'43" West, 719.18 feet; thence, 4) સિંહોત્તામે 19° 47'10″ West, 992.62 feet more or less to a point on a_ત્રેઓ-tangent 950.00 foot radius curve to the left, radius point bears North 07º16'05" West;(thèbbe, 5) Easterly, 153.29 feet;alobg the arc of said curve through a central angle of 09° 🕍 🐿 ; thence, 6) North 19° 43′% 🕪 West, 298.63 feet; there? 7) South 70°16'02" West, 1853:37 feet; thence, 8) North 20°21'29" West, 444.80 feet (thence 9) South 75°29'27" West \$\frac{3}{6}\$.91 feet; and thence, 10) North 2005'58" West, 344.63 feet; thence leaving said Right of Way line, South 89°36'59" East, ¥14.14 feet to a stone found at the Northwest Corner of said Section 23; thence South 89,36,59" East 2672.06 feet Section 23; thence North 20°23'35" East 1335.49 feet to the Northeast Comer of the Southeast Quarter of the Schullwest Quarter of Section 147 herce North 89°42'03" West 183990 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 \$333.52 feet to the Northwest Corner of the Northeast Quarter of the Southwest Quarter of Section 14, thence North 20 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°54739 East 1345.97 feet to the Northeast Corner of the Southeast Quarter of the Northwest Quarter of said Section 14; therice South 89°47'40" East 1332.0இ leet to the Southwest Comer(of the Northeast Quarter of 17/530 Northeast Quarter of said 800tion 14; thence North 00°17/530 East 1335.93 feet to the Worthwest Corner of the Northeast Quarter of the Northeast Quarter of said Section 1 திர்ள்ள North 89°48'16" Wes நில் 29.81 feet along the North of said Section 14 to a existing iron rod at the North Oparter Corner of said Section 14 then continuing along said North Line: North 89°55'31'\dest, 2698.76 feet to a found aluminum cap at the Northwest Corner of said Section 10 and the Southwest Corner of Section 11; thence North 90°13'55" West 2642.81 feet to extone found at the West Quarter Corner of said Section 11; thence North 07°10'37" ஜெஜ், 2817.61 feet to a stone found at the Northwest Corner of வேற் Section 11, and the Southwest Corner of Section 27 thence North 00°48'17" East 48/605 feet to a stone found at the Northwest Corner of Section 2, Township 1 South, Ranged 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 Mendian; thence North 00°47'21" இத் 5248.25 feet to a fence come 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 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 \$528.81 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 ৪৩% ইউ 16" East 2682.59 feet কৈ টেই 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 0000547 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 534776 feet to a stone found at the Southeast Corner of Section 13; thence South 00°02'26'\West 5315.33 feet to a repar found at the Southeast Corner of Section 24; thence North 89°50'58" West 1338.50 feet to the Northwest Corner of the Boltheast Quarter of the North east Quarter of Section 25; thence South 00°01'14" East 2650.23 feet to the Southwest Comer of the Southeast Quarter of the Northeast Quarter கிற்கி Section 25; thence South இல்00'30" East 1343.62 feet நிற்க Southwest Corner of the Northeast Quarter of the Southeast Quarter of Section இத்தொடை

Promontory SPA Plan and Application

Prepared by Swapack Partners

August 1, 2000

South 89°49'21" East 336.97 feet to the Southeast Corner of the Northeast Quarter of the Scutheast 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 33 feet, more or less, to the Point of Beginning.

Excluding that 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

(Peet to a point on a 1465.69 foot radius curve to the left, said point also being on the Westerly right-of-way of said Brown's Canyon Road (radius point bears South 89°35'42" East 1465.69 feet, of which the central angle is 04°43'45"); thence Southerly along the arc of said curve and the Westerly right-of-way line of said Brown's Canyon Road 120.98 feet to the point of beginning Containing 1.88 Acres Net, more or less.

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HARCEL "C

Degal description for 100 foot Bad parcel:

(Containing 6559,46 Acres, more or less)

Beginning at a point which is North 00°03'36" East 1320.45 feet along the Westerly line of Section 30, Township South, Range 5 East, then be 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

Promontory SPA Plan अर्थ

Prepared by Swaback Partners

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 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 Southwestery along an arc of a 350.00 foot radius curve concave to the Southeast through a central engle of 90° more or less to the Worth 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°5" 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 redius 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 Beed 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 = 188 Acres

Parcel 2.65 Acres

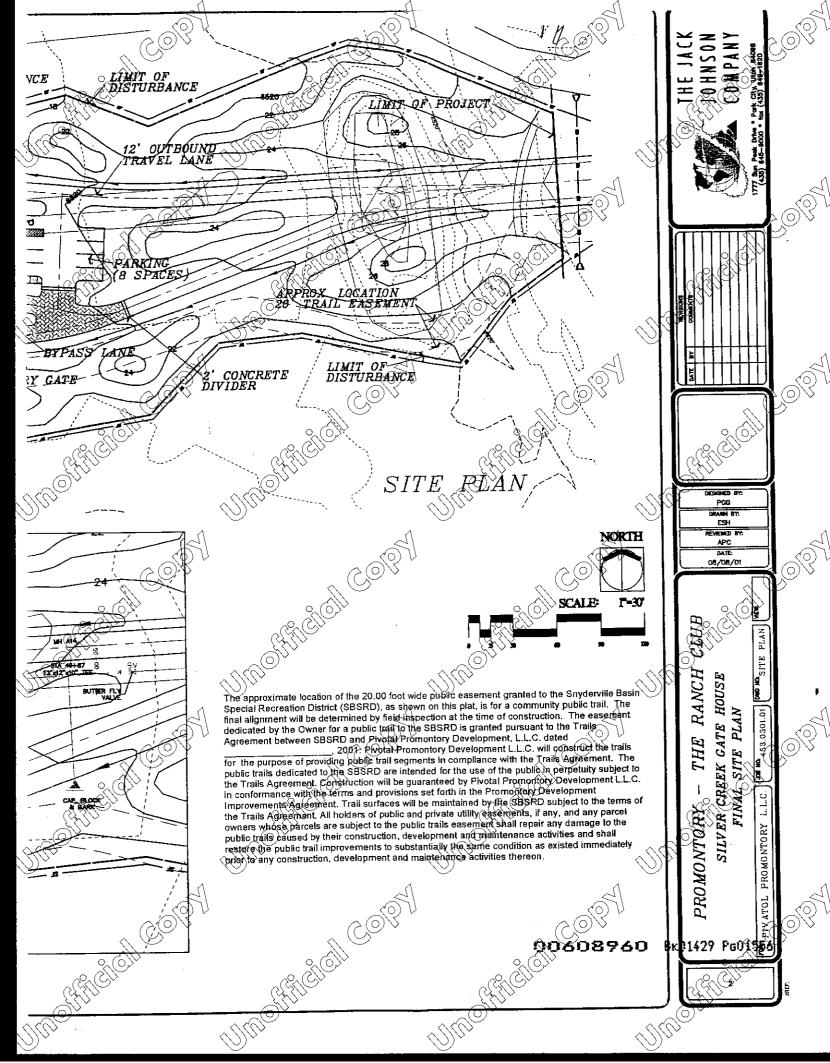
Rakcel D = 0.48 Acres

otal = 6384,40 Net Acres

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Prepared by Swapack Partners

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PERFORMANCE BOND

Bond No. <u>SH7396</u>

Catherial Colory

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Ames Construction, Inc., 2000 Ames Drive St. Paul Fire and Marine Drive Corporation as Principal, and the Ames Construction, Inc., 2000 Ames Drive, Burnsville, Mittaesota 55306 St. Paul Fire and Marine Pasurance Company, 385 Washington Street, St. Paul, MN, 55182, a corporation organized under the laws of the State of Winnesota and duly authorized to transact business in the state of Utah as Surety, are held and firmly bound unto

Supposit County, Utah

as the Obligee, in the sum of Seven Hundred Sixty-Eight Thousand Three Hundred Seventy and 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

Owe this fell colors

29th

August,

WHEREAS the Principal has agreed to perform:

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

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

MES ÉDNSTRUCTION, INC.

Vice President

ST. PAUL FIRE AND MARINE INSURANCE COMPANY

Bruce N. Telander, Attorney-in-Fact

	501	- 6009			
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110 Hills	(A)	<u> </u>	RPORATION	~ 1100 (HI)	
State of _1) ss. O	n this 29 ^t	b day of Quy	ust 20	01
	DENNEPIN) before onally known, who vice President	e me appeared being by me du	Raymond) () ()
a\corporat	AMES CONSTRUCTION, ion, that the sea seal of sald corpo	l affixed to ration,	the foregoing i	(O) ·	, the
	said instrument was	as executed in rectors and the	at said Ray	d corporation mond G. Ames	by
corporation	_\ ~/ '	nt to be the	e free act and	d deed of s	aid OV
	NICOLE OLSON NOTARY PUBLIC-MINNESOTA HENNEPIN COUNTY My Commission Expires Jan (2), 2005	Notary E My commi	public saion expires_	_Country	······································
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	ACKNOWLE	\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \	ORATE SURETY		Ç01371
(9/1/)	MINNESOTA)	n this 29^{t}		ast File	
is the	onally known, who, Attorney	-in-Fact	Bruce N. aly sworn, did so	Telander	
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that Said	of said corporation of said said the said said said said said said said said	<u> Telander</u> ack	of its Board of nowledged said	instrument to	and be
	NCOLE CLSON AND NOTARY PUBLIC-MINNESOTA	My commi	Public ssion expires	Obunty,	<u>. </u>
	HENNEPIN COUNTY Commission Expires Jan. 31, 2005				
	HENNEPIN COUNTY Commission Expires Jan. 31, 2005		0060896	^/ \	
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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

Civited States Fidelity and Guaranty Company Ridelity and Guaranty Insurance Company

Fidelity and Guaranty Insurance Underwitters. Inc.

Power of Attorney No. C

Certificate No2

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 Fixe and Marine Insurance Company. St. Paul Galdan Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the law of the State of Minnesota, and that United State Sidelity and Guaranty Company is a corpogation duly organized under the laws of the Space of Waryland, and that Ricelity and Guaranty Insurance Company of a corporation duly organized under the life of the State of Iowa, and that Fidelity and Guaranty Insurance benderwriters. Inc. is a corporation duly organized under the laws of the State of Wisconsin (Irrevolv collectively called the "Companies"), and that ine Companies do Sereby 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

(2)	<i>)</i> ♦		<i>)</i>	(2000		
of the City of	Minneapolis	State	Minnesota		<u> </u>	eir true and lawful At	tomery of in-Fact
each in their separate capa	acity if more than on	e is panel above, to sign	its name as surety to,	and Per execute, sea			
constructs and other writte							
Bertormance of contracts a							
·			$\sim \sim $	5th		Max	2000
IN WITNESS WHEREC	OF, the Companies Xi	ave caused this instrumen	t to be signed and soaler	this	day of		
	~ 1 1	rety Company	· 1	United States	Fidelity and	Guaranty Company	y'
	A ~ \ \ \ \	and Marine Insurance	A ~ \ \ \ T	•	4 A A A A A	urance Company	
\(\hat{6}\)	111	rdian Insurance Compa	_ 4/ /	Fidelity and	Guarante Ins	urance Underwriter	s, Inc.
. (20	/ Y St. Paul Mei	cury Insurance Compa	ny V	. (1 10	
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State of Maryland	7(0)	5	749			749	0
City of Baltimore	$\langle \rangle \rangle_{\mathcal{O}}$		$\langle \rangle \rangle_{\Omega}$		THON	MASE HUBREGTSE.	Assistant Secretary
On this 5th	Any of	May	2000 before	ne the undersione	d officer new	sonally appeared Jon	n F Phinney and
Thomas E. Huibregtse, w	ine acknowledged the	emselves to be the Vice I					
Marine Insurance Compa							
Guaranty Insurance Comp							
said Companies; and that			cuted the foregoing inst	rument for the pur	poses therein	contained by signing	the numes of the
corporations by themselve	es as duly authorized	officers.		0.6			0.6
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O CONTRACTOR OF THE PARTY OF TH		Carlo.	ACCEN EASLER	3(30)	Rever	ca to all	A state

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

My Commission expires the 13th day of Nath 2002.

REBECCA EASTEY-ONOKALA, Notary Public

00608960

86203 Rev. 7-2000 Printed in U.S.A

, alah 6064

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 Quarance Company, Expedity and Guaranty Insurance Company, and Receipts and Guaranty Insurance Underwriters, Inc. on September 2, 1998, which resolutions are rook in full force and office, reading as follows: RESOLVED, that in connection with the idelity 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 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)-indicated shall have the power and authority, and in any case, subject to the terms and limitations of the Power of ARESOLVED FURTHER, that Attorney(s)-instructional have the power and authority, and on 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 seak 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 artested 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 tevoked.

IN TESTIMONY WHEREOF, I hereunto set my hand this 2911 2001 Thomas E. Huibregree) 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,

ais an the above-named individuals and the details of the bond to which the power is attached.

Up official copy

Um Afficial Colory

Wind Affected Color

Ultro Hillefiell Goldan The Afficient Colory PERFORMANCE BOND

PERFORMANCE BOX

A MOW ALL MEN BY THESE PRESENTS, THAT WE,

Ames Construction, Inc., 2000 Ames To

St. Paul Fire 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 55192, a corporation organized under the laws of the State of Minnesota and duly authorized to transact Utah as Surety, are held and firmly bound unto business in the state of

Surannit County, Utah

oas 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, wintly and severally, firmly by these presents.

SIGNED, sealed, and dated this

Umorring color

Umorral colory

29th

Stay of

August,

WHEREAS the Principal has agreed to perform:

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

NOW, THEREFORE THE CONDITION OF THIS ORDIGATION 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 and ve work, then this obligation shall be null and void; otherwise to remain in full force and effect.

AMES SONSTRUCTION. INC.

Raymond G. Arnes, Vice President

ST. PAUL FIRE AND MARINE INSURANCE COMPANY

Bruce N. Telander, Attorney-in-Fact

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to me pe		who being by	me duly sworn d		The Control of the Co
of Corpor	AMES CONSTRUCT	prîon, INC. Le seal affixed	to the foregoing	ng instrument	is the
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authority	y of its Board	of Directors; a strument to be	and that said	said corporat Raymond G. Ame and deed of	s
corporat	(0)	COLL			
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		s. On this before me appea	29th day of	August N. Telander	20 <u>01</u>
L A 20 V	rsonally known,		me duly sworn, d:	d sax that	_he
of	ion() that the	seal affiged	E INSURANCE COMPA	nstrument	is the
	f of said corp	oration by auth	nd that said ins	rd of Director	
	act and deed	ce N Telander F said corporat	acknowledged s	aid instrument	to be
	NICOLE OLS NOTARY PRINCELLIC MINIT	ON ₹ ———	ary Public	County,	- , - , -
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The St Paul WER OF ATTORNEY Seaboard Surety Company United States Fidelity and Guaranty Company St. Paul Fire and Marine Insurance Company Fidelity and Guaranty Insurance Company St. Paul Guardian Insurance Company Fidelity and Guaranty Insurance Underweiters, Inc. St. Paul Mercur Disurance Company Power of Attorney No. Certificate No. 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 Fightly and Guaranty Company is a corporation duty 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 will ectively called the "Companies"), and that the Companies do horeby make, constitute and appoint Bruce N. Telander, R. W. Frank, John P. Martinsen, Gary & 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 Citpof , their true and lawful Attoriogy styly Fact. each in the separate capacity if more than one is agree passed to sign its name as surery to, and to execute, seal and acknowledge any and all bonds and or restrictions. copyrights and other written instruments in the nature thereof on behalf of the Companies in their basiness of guaranteeing the ficielity of persons submitted the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by him 0 2000 IN WITNESS WHEREOF, the Companies Trave caused this instrument to be signed and sealed this Seaboard Surety Company United States Fidelity and Guaranty Company St. Paul Fire and Marine Insurance Company Fidelity and Guaranty Insurance Company St. Paul Guardian Insurance Company Fidelity and Guaranty Insurance Underwriters, Inc. St. Paul Mercury Insurance Company State of Maryland City of Baltimore THOMAS E, HORREGTSE. Assistant Secretary 2000 May , before me, the undersigned officer, personally appeared John F. Phinney and Thomas E. Huibregtse, who accompanded themselves to be the Vice President and Assistant Secretary, respectively, of Seabourd Surety Company. St. Paul Fire and Marine Insurance Company (5). Palul Guardian Insurance Company. St. Pad Werdury Insurance Company. United States Flog it and Guaranty Company, Fidelity and Guaranty Insurance Company and Fidelity and Guaranty Insurance Lindow Viers. Inc.: and that the seals affixed to the Operating 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. Rebecca trasleg NOTARY in Witness Whereof. I hereunto set my hand and official seal. REBECCA EACLE CONOKALA. Notary Public Commission expires the 13th day of Yul (\$2002)

මුද්203 Rev. 7-2000 Printed in U.S.A

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 Quardian Company, Fudehity and Guaranty Insurance Company, and Fudehity and Guaranty Insurance Underwriters, ins. on September 2, 1998, which resolutions are now in full force and effest, reading as follows: RESOLVED, that in connection with the indelity and surety insurance business of the Company, all bonds, undertakings, contracts and other instruments relating to said dusiness 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 the foregoing officers and the seal of the Company may be affixed by facsimile to any Power of Atorriey or to any certificate relating thereto appointing Attorney(s)-in-Fact for purposes only of executing and anesting bonds and undertakings and other witings obligatory in the nature thereof, and subject to any limitations set forth therein, any such Power of Artomey or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company, and any such power so exe cuted analyzinfied by such racsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is calidly 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 A MESOLVED FURTHER, that Attorney(s) in Freet shall have the power and authority, and in the case, subject to the terms and limitations of the Power of Missing issued them, to execute and deliver on behalf of the Company and to attach the sear of the Company to any and all bonds and undergings, and other writings obligatory in the nature thereof, and any such instrument executed by such Attor (A) in-Fact shall be as binding upon the Copyrany as if signed by an Executive Officer and sealed and actes (Ed.) 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 devoked. IN TESTIMONY WHEREOF, I hereunto set my hand this Thomas E. Huibreges Who Affield Copy To verify the authenticity of this Power of Sitorney, call 1-800-421-3880 and ask for the Rower of Attorney clerk. Please refer to the Power of Attorney number, Jino Hillelich Colon us an the above-named individuals and the details of the bond to which the power is attached. Under Fried Color Una Fillellall Colory

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Cost	Description Clearling and Grubbing	Quantity Measu	ure Unit Price V	leduled lalue 7,818
9265	Strip and Stockpile Topsoil Site Excavation (common) Rip-rap, Machine placed o Final Clean-Up	1,905 LF 7,867 CY 6,290 CY 50 TN 1	\$ 2.53 \$ 1.55 \$ 1.96 \$ 9.27 \$	7,818 4,820 12,194 12,328 464 1,920
9269	6" Aggregate Base Course 10" Select Sub Base 4" Bituminous Surface Course Topsoil spreading Revegitation / Hydro Mulch 5 Storm Drain	4,800 TN 8,700 TN 114,200 SF 2,632 CY 3.3 AC	\$ 6.750 \$ 0.85 \$ 3.00 \$ \$ 2,210.00 \$	7,760 58,725 97,070 7,896 7,293
	18" RCP 24" RCP 36" RCP 5.3 x 4.0 Arch CMP SD Inlet Remove existing culverts SUBTOTAL	LF 386 LF F 1 EA LF	\$ 20.76 \$ 27.30 \$ \$ 44.00 \$ \$ 89.00 \$ \$ 1,500.00 \$	- 8,013 - 5,500 - 267,001
TOTAL	SCHEDULE OF VALUES COST = 120% OF CONSTRUCTION COST It County Inspection Fee = 1.5% of Const	uction Cost	\$ \$ \$	267,001 320,401 4,005
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		% 9A	00608960 8	x01429 Ps01568
NW ELIGA.	MO HILL	MO HIVE		Office,

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PERFORMANCE BOND RESFY

Ames Construction, Inc., 2000 Ames Drives

St. Paul Fire and Marine Quantum Corporation as Principal and the Ames Construction, Inc., 2000 Ames Drive, Burnsville, Minnesota 55306 St. Paul Fire and Marine Insurance Company, 385 Washington Street, St. Paul, MN, 55182, 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

Summet County, Utah

as the Obligee, in the sum of Two Hundred Fifty-Three Thousand Five Hundred Thirty-Eight --(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

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Umorthelicil copy

29th

August,

WHEREAS the Principal has agreed to perform:

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

DEER CROSSING WEST

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said 91011 CO1621 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 the force and effect.

aymond G. Ames, Vice President

PAU. ST. PAUL FIRE AND MARINE INSURANCE COMPANY

Telander, Attorney-in-Fact

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County o) E HENNEPIN)	(~ (\	29 th day of Ray me duly sworn	mond G. Ames	20 <u>01</u>
is_the	Vice Preside AMES CONSTRU	nt CTION, INC.	ed to the forego		is the
ororporation and that	te seal of sate t said instrum	orporation, (If no see nent was execus	al, so state, and strike ted in behalf o	out above as to cor f said corpor	porate seal) ation by
	edged said in	of Directors: strument to		Raymond G. A	of said
	NICOLE OLS NOTARY PUBLIC - MATERIAL COLO HENNEPIN COLO My Commission Expires	MEGOTA & MY	ctary Public commission exp	County	
Mills and		www.x			
△	17 (°) *		F CORPORATE SURE		
State of	, £	On this	29th day of	August ()	2001
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	Power of Attorney No 24	794		Certificate No. 901	038
	St. Paul Fire and Marine Insurance	Company, St. Paul Goardian Insur	ance Company and St. Paul	duly organized under the laws of Mercury (formance Company are co organion duly organized under the la-	rporations duly organized under
	that Fidelity and Guaranty Insura Underwriters, Inc. is a corporation	nce Company is a corporation du duly organized under the laws of t	ly organized under the law	of the State of Iowa, and that F is vollectively called the "Compania	idelity and Guaranty Insurance
555	(hereby make, constitute and appoin	it (0)	. ((0)	erg, R. Scott Egginton, Dona	1100.
	Dennis J. Linder	, John E. Tauer, Mary L. Ch	arles, Linda K. French:	and Nina E. Werstein	W. Oison,
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	of the Cit® of	eapolis	Minnesota	their true	and lawful Attorney (Din-Fact.
	copytracia and other written instrun	nents in the nature thereof on beha	If of the Companies in the	to execute, seal and acknowledge:	my and all boods. Ordertakings, ity of persons a guaranteeing the
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\bigcirc	ر م	eaboard Surety Company		United States Fidelity and Guar	
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^ d	Bute of Maryland			Thomas	E. How bragt
7)	City of Baltimore	May	2000 before me		HUBREGTSE, Assistant Secretary
	Thomas E. Huibregtse, who ackno Marine Insurance Company (5). Pa	wledged themselves to be the Vice ul Guardian Insurance Company. St	President and Assistant Sec. Paudylercury Insurance Co	the undersigned officer, personally retary, respectively, of Seaboard Surpany, United States Filebric and (ety Company, St. Paul Fire and Juaranty Company, Fidelity and
	Guaranty Insurance Company and	Fidelity and Guaranty Insurance Ussuch, being authorized so to do ex	ncerwoxers. Inc.: and that the	e seals affixed to the Toregoing instruent for the purposes therein contain	ument are the corporate seaks of (
		and the state of t	ChEASTE	Carried Salaria	
	in Witness Whereof, I hereunto se	et my hand and outicial seal.	NOTARY PUBLIC	Rebecca &	cashy trakala
S	My Commission expires the 13th d	ay 0 (14) (2002.	PUBLIC STY WE	REBECCA EA	\$2.5 ONOKALA, Notary Public
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55	(86203 Rev. 7-2000 Printed in U	.S.A.			Dia

This Power of Attorney is granted under and by the anthority 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 Charactery Company, (Ridelity and Guaranty Insurance Company, and Ridelity and Guaranty Insurance Underwriters, this on September 2, 1998, which resolutions are now in full force and extect, reading as follows: RESOLVED, that in connection with the lidelity and surery 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 designature of such officers may be entraved, 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 Artomey 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 building upon the Company, and any such power so exe cuted and secrified 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) (the class shall have the power and authority, and can case, subject to the terms and limitations of the Power of Attorney issued them, to execute and deliveryon behalf of the Company and to attach the sent 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 Attendeds)-in-Fact shall be as binding upon the Company as it signed by an Executive Officer and sealed and another 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 sartify that the above and foregoing is a true and apprect 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 2 2001 day of <u>August</u> Thomas E. Huibrugge). Jung Affield Color Management of the State of the Color o 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, Umoffiliation Color als un ver is the above-named individuals and the details of the bond to which the power is attached. Carriello II Colory Um affiliation com 00808980 BK01429 P601572

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	Deer		BONE	0 608) 8)8/01
JIM Cos Cod	Deer t Description	Crossing West Contra Unit Quantity Measure	act Totals Scheduled Unit Price Value	
	Strip and Stockpile Topsoil Site Excavation (common) Rip-rap, Machine placed Final Clean-Up	4.10 AC 1,734 LF 4,392 CY 12,970 CY 2 JN 1 PS	\$ 1,02±00 \$ 4,38 \$ 2.53 \$ 4,38 \$ 1.55 \$ 6,86 \$ 1.96 \$ 25,42	37 08 21 19
926	6" Aggregate Base Course 10" Select Sub-Sase 4" Bituminous Surface Course Topsoil spreading Revegitation / Hydro Mulch	3,600 TN 6,000 TN 80,000 SF 3,500 CY 3 AC	\$ 9.950 \$ 35.82 \$ 6.750 \$ 40.50 \$ 0.85 \$ 68.00 \$ 3.00 \$ 10.55 \$ 2,210.00 \$ 6.65	00 00
JIM TOTAL	18" RCP 18" RCP 24" RCP 36" RCP 5.3 x 4.0 Arch CMP SD Inlet Remove existing ColVerts SUBTOTAL	178 LF LF LF LF SF 3 EA LF	\$ 7.90 \$ 3,18 \$ 20.76 \$ - \$ 27.30 \$ - \$ \$ 44.00 \$ - \$ 89.00 \$ \$ 1,500.00 \$ 4.50 \$ 16.00 \$ - \$ \$ 211,28	
BOND	SCHEDULE OF VALUES COST \$ 1/20% OF CONSTRUCTION COST	TDVCTION COST	\$ 211,28	32
My Afflence	Old Hiller	STRUCTION COST	3,16 (2)(1)	
	it county Inspection Fee = 1.5% OF CON) 	
	30621 Mars		0468740 Rkû1429	P P601573
Mu Affigien				GOT.

PERFORMANCE BOND RESFT . COOT

Ames Construction, Inc., 2000 Ames Drive St. Paul Fire and Marind Corporation as Principal, and the Ames Construction, Inc., 2000 Ames Drive, Burnsville, Mannesota 55306 St. Paul Fire and Marine Basurance Company, 385 Washington Street, St. Paul, MN, 55162, 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

Support 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

Umostilicili Golda

Unofficial copy

29th

August,

2001.

WHEREAS the Principal has agreed to perform:

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

NOW, THEREFORE, THE CONDITION OF THIS OBBIGATION IS SUCH, that if the said Principal shall 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 on the and ve work, then this obligation shall be null and void; otherwise to remain in full force and effect.

AMES CONSTRUCTION, INC.

Raymond G. Ames, Vice President

ST. PAUL FIRE AND MARINE INSURANCE COMPANY

Bruce N. Telander, Attorney-in-Fact

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Muse a	ACKNOWLEDGMENT O	F CORPORATION	
State of MINNESOS County of HENNEPII to me personally i) ss. On this		G. Ames
is the Vice Pre			
and that said in authority of its h	_(0)		ve as to corporate seal) Corporation by mond G. Ames
acknowledged said corporation		the free act and	
NOTARY PL		ry Public ommission expires	County
	ACKNOWLEDGMENT OF C	CORPORATE SURFEY	
State of MINNESO	CA) On this before me appear	29 day of Augu ed Bruce N.	
is the	Attorney-in-Fact PAUL FIRE AND MARINE	e duly sworn, did sa	he ,a
corporation that corporate seal of in behalf of said	the seal affixed to said corporation and corporation by author	o the foregoing in that said instrument of its Board of its board of said	estrument is the ent was executed and
× NICOL	EOLSON & Nota		Sounty,
> SAME SO LICKING	DIN COUNTY > MY C	6mmission expires_	O 8k01429 PG61575
	Expires Jan. 31, 2005	DOCO896	O 8x01429 PG61375

POWER OF ATTORNEY United States Fidelity and Guaranty Company Seaboard Surety Company St. Paul Fire and Marine Insurance Company Fidelity and Guaranty Insurance Company Fidelity and Guaranty Insurance Underwriters, Inc. St. Paul Guardian Insurance Company St. Paul Mercut Insurance Company Power of Attorney No Certificate No. KNOW ALL MEN BY THESE PRESENTS: That Seabound 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 Mercory Extrance Company are corporations duly organized under the laws of the State of Minnesota, and that United States 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 University riters. Inc. is a corporation duly organized under the laws of the State of Wisconsin (herein collectively culled the "Companies"), and that the Companies do Bereby 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 . their true and lawful Attome (S) - Fact. each in their separate capacity if more than one is named above, to sign its name as surery to, and to execute, scal and acknowledge any and all bonds and entire transfer as surery to. contracts and other written instruments in the nature thereof on behalf of the Companies in the Domness of guaranteeing the fidelity of persons and antiperformance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by take 2000 N WITNESS WHEREOF, the Companie Naive caused this instrument to be signed and scaled this Seaboard Surety Company United States Fidelity and Guaranty Company St. Paul Fire and Marine Insurance Company Fidelity and Guaranty Insurance Company St. Paul Guardian Insurance Compan Fidelity and Guaranty Insurance Underwriters, Inc. St. Paul Mercury Insurance Company Slate of Maryland City of Baltimore THOMAS, E. TOUBREGTSE, Assistant Secretary May 2000 On this 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 Seasourd 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 sease 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. ^{NOTARY} Witness Whereof, I hereunto set my hand and official seal. My Commission expires the 13th day of 10/2002. REBECCA EASKEX ONOKALA. Notary Public ිමුර්203 Rev. 7-2000 Printed in U.S.A

This Rower 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 States Company, Exactly and Guaranty Insurance Company, and Figelic and Guaranty Insurance Underwriters, (ne. 5) September 2, 1998, which resolutions are now in full force and RESOLVED, that in connection with the ridelity and surety insurance business of the Conpany, 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 Automey or certificate bearing such facsimile signardre or facsimile seal shall be valid and binding upon the Company, and any such power so executed and lexified 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) the 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 my 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 Seeretary 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 earlify 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 best Prevoked. (0) IN TESTIMONY WHEREOF, I hereunto set my hand this 29th Thomas E. Huibregtse, Assistant Secretary Win of the dell copy 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, as an Colombia and ver is the above-named individuals and the details of the bond to which the power is attached. Um efficil copy

West Entry Gate BOND COST. ·1) Description Value \$ 62,000 \$ 10,000

Landsdape Tree/Spruce ©r∂ùnd cover/perennials/wood chíps ⊙ Irrigation - drip system 25,000 NW SERIE 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 Oku Etilisian Sobri

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Unofficial Gold Union of the color

Ullo Hillerial Gold J PERFORMANCE BOND

6001

Ames Construction, Inc., 2000 Ames Drive St. Paul Fire and Marine D. Corporation Ames Construction, Inc., 2000 Ames Drive, Burnsville, Municesota 55306 as Principal, and the St. Paul Fire and Marine Basurance 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

Supposit County, Utah

as the Obligee, in the sum of Five Hundred Ninety-Seven Thousand Four Hundred Seventy and ---(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 these presents.

SIGNED, sealed, and dated this

Umortinal de 1971

29th

August,

WHEREAS the Principal has agreed to perform:

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

NOW, THEREFORE THE CONDITION OF THIS OBLIGATION IS SUCH, that 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, there this obligation shall be null and word; otherwise to remain in full force and effect.

Ravmond G. Ames. Vice President

ST. PAUL FIRE AND MARINE INSURANCE COMPANY

Telander, Attorney-in-Fact

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M. Co.	MINNESOTA)	ACKNOWLEDGMENT	OF CORPORATION		
County of to me per) ss HENNEPIN) i Sonally known,	pefore me appearance who being by	29 th day of _ared Rays me duly sworn	August mond G. Ames lid say that	20 <u>01</u>
of Corpora	Vice President AMES CONSTRUCT ation, that the seal of said	TYON, INC. Seal affixed	i to the foregoing	ing instrument	is the
and that authority		(If no seal nt was execut of Directors;	-	said corporat Raymond G. Ame	ion by
corporati	~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~				· Salu
	MICOLE OLSON MOTARY PUBLIC - MINNESS HENNEPIN COUNTY My Commission Expires (ha) 31,	M_Y	tary Public commission expir	County County	
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States of) (On this	29th day of	August	2001
	sonally known,	who, being by orney-in-Fact	me duly sworn, o	did say that	he
corporate in behal that said	Seal of said of said corpo Brue	corporation a pration by auti co.M. Telander		strument was e	
the Free	act and deed of	WWW.	tion.	County,	<u> </u>
~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~	NOTARY PUBLIC: MIN HENNEPIN COL	INTY \$ MY	commission expi:	res	
		an. 31, 2005 \$	(A)	08960 Bk01429	P691580
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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 Statity and Guaranty Insurance Company Fidelity and Guaranty Insurance Underweiters, Inc.

Power of Attorney No. 21794

Certificate No.

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 Guarantee Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, and that United States of Mental and Guaranty 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 the by 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

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of the Cito of			tate				_ , their true and	Hawful Attori	wyrodin-Fact.
each in their separate cap									
contracts and other writte									aranteeing the
performance of contracts	and executing or gui	naurecins pouds and	l undertakings i	required or pen	ndited in any a	ictions or pro	ceedings allowe	d by king 🗸 🎽	
(O) *		(O)*		(?)*'	oth , ,	May.	~(O)*	2000
IN WITNESS WHERE	OF, the Computation	give caused this instr	rument to be sig	gned and school	this	day of		\(\)	- · -
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•	A	urety Company	1	(-	and Guaranty		
	_ \	e and Marine Insur	-	īþ.			y Insurance Co		
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<i>(</i> ○	St. Paul Me	ercury Insurance Co	ombath)/2			\bigcirc \bigcirc	John F.	10	Q(
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City of Baltimore	~~	7		5	/		THOMAS E. WUN	BOCTEE A.	cicionar Cassarines
· City of partimore	$\langle \mathcal{O} \rangle_{\mathcal{O}}$			(7)/0			THOMAS E. AGA	DAGGI SE. AS	sistani Secretary
On this 5th	day of	May	20	000 before n	ne, the unders	igned officer	. personally app	oeared John F	F. Phinney and
Thomas E. Huibregtse, w	ho zeknowledged tl	nemselves to be the	Vice President			•			

Hi Witness Whereof. I hereunto set my hand and official seal.

My Commission expires the 13th day of VOIS 2002.

corporations by themselves as duly authorized officers.



Marine Insurance Company St. Paul Guardian Insurance Company. St. Paul Merbury Insurance Company. United States Figelin and Guaranty Company. Fidelity and Guaranty Insurance Company and Fidelity and Guaranty Insurance Companies: and that the seals affixed to the Gregoring 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

REBECCA EXSLET ONOKALA. Notary Public

00608960 BK01429 P601581

96203 Rev. 7-2000 Printed in U.S.A

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

RESOLVED, that in connection with the tide ity and surery insurance business of the Company, all bonds, undertakings, contracts and other instruments relating to said business may be signed, exactlying, and acknowledged by persons or entities appointed as Attorney(s)-in-Fact pursuant to (Royver 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, of 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 the foregoing officers and the seal of the Company Cany be affixed by facsimile to any Power of Artorney 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 other to any limitations set forth therein, any such Power of Anorney or certificate bearing such facsimile signature or facsimile seal shall be valid and blooding upon the Company, and any such power socesccuted and continued 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 Attermey(s)-in-Fact small have the power and authority, and in any case, subject to the terms and limitations of the Power of Automacy 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 only such instrument executed by such Attorney(s)-in-Fact shall be as binding upon the Company's if signed by an Executive Officer and sealed and attexted to by the Secretary of the Company.

1, Thomas E. Huibregtse, Assistant Secretary of Seaboard Surety Company, St. Paul Fife and Marine Insurance Company, St. Paul Fifer and Marine Insurance Company, St. Paul Fifer and Marine 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 settly that the above and foregoing is a true and correct copy of the Power of Attorney executed at said Companies, which is in full force and effect and has not been sevoked.

IN TESTIMONY THEREOF, I hereunto set my hand this _

(0

Omorphical Copy









Thomas E. Huibregrse.

To verify the authenticity of this Power of Morney, call 1-800-121-3880 and ask for the Power of Attorney clerk. Please refer to the Power of Attorney number, Ultrofficill Colonia July Ethinglical Colors the above-named individuals and the details of the bond to which the power is attached

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Uno Hillell Colord PERFORMANCE BOND

Catherial Colory

KNOW ALL MEN BY THESE PRESENTS, THAT WE, as Principal, and the Ames Construction, Inc., 2000 Ames Drive, Burnsville, Minnesota 55306 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 Eighty-One Thousand Two Hundred and no/100 -----(181,200.00) DOLLARS, for the payment whereof well and that 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

Owo Athelical Colory

Umorringial copy

29th

August,

WHEREAS the Principal has agreed to perform:

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

NOW, THEREFORE THE CONDITION OF THIS COLLIGATION 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 roid; otherwise to remain in full force and effect.

Vice Presided

ST. PAUL FIRE AND MARINE INSURANCE COMPANY

Ву: Bruce N. Tellander, Attorney-in-Fact

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	ACKNOWLEDGMEN	T OF CORPORATION		
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authority of its acknowledged sai corporation	Board of Directors: d instrument to	and that said	Raymond G. Ame	
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State of MINNESO	On this _	29th day of _	August e N. Telander	2001
to me personally is the	known, who, being b Attorney-in-Fact	y me duly sworn, d	lid say that	_he
corporation tha	t the seal affixed f said corporation d corporation by au Bruce No, Telande	to the foregoing and that said is so that said is so that said is so that the said is said is said in the said in the said is said in the said in	g instrument :	s and
	deed of said corpor	ration.		
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The St Paul

POWER OF ATTORNEY

Seaboard Surety Company

St. Paul Fire and Marine Insurance Company

 $\langle 0 \rangle$

- St. Paul Guardian insurance Company
- St. Paul Merour Insurance Company

United States Fidelity and Guaranty Company Fidelity and Guaranty Insurance Company Fidelity and Guaranty Insurance Under Whiters, Inc.

Power of Attorney No 2179

(0) 86203 Rev. 7-2000 Printed in U.S.A Certificate No. 6 9 0 1 0 4 0

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 Fore and Marine Insurance Company. St. Paul Goard Do Insurance Company and St. Paul Mercury (Insurance Company are corporations duly organized under the laws of the State of Minnesota, and that United Source Company is a corporation buly organized under the laws of the State of Minnesota, and that United Source Company is a corporation buly organized under the laws of the State of Iowa, and that Fidelity and Character Under the laws of the State of Wisconsin (herein collectively called the "Companies"), and character Companies do Reeby make, constitute and appoint

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

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of the Cire	Minneapolis	State	Minnesota		, their true and la	awful Attorney(Szín	> -Fact
each the liest separate capaci contracts and other written	ity if more than one is pained instruments in the number that d executing or guarantseing	ereof on behalf of the Co	ompanies in these but	smess of guarantee	cknowledge any and ing the fidelity of	d all burds Condertal persons Surantee in	kings.
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State of Maryland City of Baltimore				_ /	THOMAS & ADJUST	REGTSE. Assistant Sec	retary
Marine Insurance Company	duy of May Acknowledged themselves St. Paul Guardian Insurance	to be the Vice President	nd Assistant Secretar tury Insurance Comp	ry, respectively, of any, United States	Seabourd Surety Co	ity Company, Fidelit	re and ty and
said Companies; and that the corporations by themselves	ny and Fidelity and Guarant ney, as such, being authorize as duly authorized officers.	d so to do executed the	foregoing instrument	for the purposes th	regoing instrument herein contained by	signing the number	of the
A THE		al seal.		R.	rberra kas	les mokal	la
My Commission expires the	eunto set my hand and official e 13th day of his 2002.	il seal.			REBECC : 34532	ONOKALA, Notary Pt	ublic
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This rower 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 Guarding Insurance Company, St. Paul Mercury Insurance Company, United States Fidelity and Augustin Company, Right and Guaranty Insurance Company, and Right and Guaranty Insurance Underwriters, Ind. on September 2, 1998, which resolutions are down in full force and effect, reading as follows: RESOLVED, that in connection with the bidelity 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 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 Chalman, 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 warings obligatory in the nature thereor, and subject to any limitations set forth therein, any such Power of Atterney or certificate bearing such facsimile signature or facsimile seal shall be valid and bridging upon the Company, and any such power so exe cuted 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 within attached; and RESOLVED FURTHER, that Attorney(s)-(a) are 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 in behalf of the Company and to attach the seake) the Company to any and all bonds and underastings, and other writings obligatory in the nature thereof, and any such instrument executed by such Attorney shin-Fact shall be as binding upon the Company as if signed by an Executive Officer and sealed and anested 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 conject copy of the Power of Attorney executed by said Companies, which is in full force Ö IN TESTIMONY WHEREOF, I hereunto set my hand this \(\sigma\) Thomas E. Huibregese) With of the dell copy To verify the authenticity of this Power of Attorney, call 1-800-421-3880 und ask for the Power of Attorney clerk. Please refer to the Power of Attorney number, ats and the above-named individuals and the details of the bond to which the power is attached. Umorribella Colory

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Ultroffilell Golday PERFORMANCE BOND

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Ames Construction, Inc., 2000 Ames To St. Paul Fire and 1 Ames Construction, Inc., 2000 Ames Drive, Burnsville, Minresota 55306 as Principal, and the St. Paul Fire and Marine Insurance Company, 385 Washington Street, St. Paul, MN, 55192, 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

Supposit County, Utah

as the Obligee, in the sum of Two Hundred Seventy-Nine Thousand Five Hundred Six and ---(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, firm (6) these presents.

SIGNED, sealed, and dated this

Umoffitalial Gologi

Umorringial colory

29th

day of

August,

WHEREAS the Principal has agreed to perform:

Promontory, I-80 Ranch Equito Silver Summit Industrial Park, Summit County, Utah WAPITIO

NOW, THEREFORE, THE CONDITION OF THIS OBIGICATION 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. MU Hill Glow

AMES CONSTRUCTION, INC.

ST. PAUL FIRE AND MARINE INSURANCE COMPANY

Telander, Attorney-in-Fact

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State of	MINNESOTA)				
County of) ss	. On this efore me appears	29 th day of ed Raymot	ugust d G. Ames	_20 <u>01</u>
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o.f.	AMES CONSTRUCT	ION, INC.	to the foregoing	instrument	is the
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	said instrumer y of its Board o	it was executed)in behalf of s		ion by
acknowled corporat;	iged said inst	rument to be	the free act	and deed of	said
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State of	MINNESOTA)	On this	· 6 CH	August (A)	2001
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# The St Paul POWER OF ATTORNEY Seaboard Surety Company Onited States Fidelity and Guaranty Company St. Paul Fire and Marine Insurance Company Fidelity and Guaranty Insurance Company Fidelity and Guaranty Insurance Underwriters. Inc. St. Paul Guardian Josurance Company St. Paul Mercury Insurance Company Power of Attorney No. Certificate No. 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 Fig. and Marine Insurance Company, St. Paul Guardian Misurance 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 and organized under the laws of the State of Maryland, and that Figetty and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Charanty Insurance Underwriters, Inc. is a corporation duly organized under the laws of the State of Wisconsin (herewise) 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 . their true and lawful Attomax (spin-Fact. of the CityPol(O each to 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 honds much takings. contribution other written instruments in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of person submitteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by Living 2000 WITNESS WHEREOF, the Companies have caused this instrument to be signed and sealed this Seaboard Surety Company United States Fidelity and Guaranty Company Fidelity and Guaranty Insurance Company St. Paul Fire and Marine Insurance Company St. Paul Guardian Insurance Company Fidelity and Guarant Chaurance Underwriters, Inc. St. Paul Mercury Insurance Company State of Maryland THOMAS & HOTEREGTSE. Assistant Secretary City of Baltimore 2000 May 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 (S). Paul Guardian Insurance Company, St. Paul Merbury Insurance Company, United States (ae)it and Guaranty Company. Fidelity and Guaranty Insurance Configured and Fidelity and Guaranty Insurance Sinderwitters. Inc.; and that the seals affixed to the Dregoing 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. Rebecca to aslig Witness Whereof, I hereunto set my hand and official seal. REBECCA EXCLEVIONOKALA, Notary Public

00608960 Bx01429 P601591

86203 Rev. 7-2000 Printed in U.S.A

This cover 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, Income September 2, 1998, which resolutions are now in full force and effect, reading as follows: RESOLVED, that in connection with the adelity and surety insurance business of the Company, all bonds, undertakings, contracts and other instruments relating to said business may be signed, excepted, 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 of an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be signatured 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 the cuted and sendied by such facsimile signature and facsimile scal shall be valid and binding upon the Company with respect to any bond or undertaking to which in is validly attached; and RESOLVED FURTHER, that Attorney(s)-in Fact shall have the power and authority, and invarious case, subject to the terms and limitations of the Power of Attorney issued them, to execute and deliver in behalf of the Company and to attach the sear with 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 it 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 geraffy that the above and foregoing is a true and corpect 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 August (0) Who fittle dell color Thomas E. Huibregtse) Assistant Secretary and as e power is a company of the first and as the power is a company of the first and the power is a company of the first and the power is a company of the first and the power is a company of the po To verify the authenticity of this Power of Attorney, call 1-300-421-3880 and ask for the Power of Attorney clerk. Please refer to the Dower of Attorney number, the above-named individuals and the details of the bond to which the power is attached, Um Fillelich copy

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000		Wapiti Cany		(((())))	
7) ₁₀	Cost Desc	ription Quantit	Unit y Measure Unit Price	Scheduled Value	
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	Final Clean-Up	1	\$ 1,120.00		), v
(Hill)	9269 6" Aggregate Base	©ourse 3,100	TN \$ 9.950	\$ 30,845	
100	10" Select Sub-Bas 4" Bituminous Surfa		TN \$ 6.750	38,475	
	ropacit aproading	9,625	CY \$ 3.00	28,875	
	Revenitation / Hydr 02015 Storm Drain	o Mulch 12	AC \$ 2,210,00	26,520	
-	OTST RCP	155	LF \$\script(\o)\\$7.90		603
	- 1 - 1 - 3 - 3 - 3 - 3 - 3 - 3 - 3 - 3		LF \$ 27.30	\$ -	
	36" RCP 5.3 x 4.0 Arch CME		\$ 44.00 \$ 89.00		
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	TOTAL SCHEDULE OF VALU	JES A		\$ 232,922	1
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$\smile$				·	

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, THAT WE,

Ames Construction, Inc., 2000 Ames Drive To St. Paul Fire and Marine Corporation as Principal, and the Ames Construction, Inc., 2000 Ames Drive, Burnsville, Minnesota 55306 St. Paul Fire and Marine Insurance Company, 385 Wash Deton Street, St. Paul, MN 55 (92, a corporation organized under the laws of the State Ninnesota 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 ---(\$3\$ $\cancel{9}$  $\cancel{8}$ .00) DOLLARS, for the  $\cancel{9}$ payment whereof well and truly to be made, the Principal and the Surety bind themselves, then heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

SIGNED, sealed, and dated this

Umostination colors

Unofficial copy

29th

August,

WHEREAS the Principal has agreed to perform:

Promontory, I-80 Ranch Exitto Silver Summit Industrial Park, Symmit County, Utah RANCHCOMPOUND

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

Vice President

ST. PAUL FIRE AND MARINE INSURANCE COMPANY

Ву:

Telander, Attorney-in-Fact

8K01429 PG01594 **りりるり8960** 

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	ACKNOWLEDGME.	NT OF CORPORATION	Old Stir	
State of MINNES  County of HENNEP  to me personally	) ss. On this		August ond G. Ames id say that	
is the Vice P	resident ONSTRUCTION, INC.			
and that said is	instrument was exec	seal, se state, and strike of uted in behalf of	out above as to corpor said corporat	ion by
authority of its acknowledged sa corporation	Board of Directors	be the free act	Raymond G. Ame	<del></del>
NOTA H		Notary Public  My commission expir	County County	
	ACKNOWLEDGMENT	OF CORPORATE SURE		, cop 1
State of MINNES	OTA )  On this person of the p	29th day of	August (1)	2001
to me personally is the	Attorney-in-Fac T. PAUL FIRE AND MA	by me duly sworn, d	lid say that	_he
corporation the corporate seal in behalf of salthat said	at the seal afface of said corporation id corporation by a Bruce No Teland	d to the foregoing and that said in uthority of its Bosen er acknowledged s	ig instrument strument was ex ard of Director	is the kecuted and
\$*************************************	deed of Gaid corpo	Notato Public	A County,	<u> </u>
NOTAF HE	PY PUBLIC - MINNESOTA }	My commission expir	3	
	INNEPIN COUNTY Ission Expires Jan. 31, 2005	O O O O O O O O O O O O O O O O O O O		2601575
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Seaboard Surety Company Quited States Fidelity and Guaranty Company	
St. Paul Fire and Marine Insurance Company (Likelity and Guaranty Insurance Company)	
St. Paul Guardian Insurance Company St. Paul Mercun Insurance Company Fidelity and Guaranty Insurance Underwriters. Inc.	
Power of Attorney No. 21794 Certificate No. Certificate No. 21794	
KNOW ALL MEN BY THESE PRESENTS: That Seaboard Surety Company is a corporation duly organized under the laws of the State of New York.	
St. Paul Big and Marine Insurance Company. St. Paul Counting Insurance Company and St. Paul Mercary (Insurance Company are corporations duly offenses	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 States of the States of Iowa, and that Fidelity and Company is a corporation duly organized under the laws of lowa, and that Fidelity and Company is a	isurance
Dideswriters. Inc. is a corporation duly organized under the laws of the State of Wisconsin (hereby collectively called the "Companies"), and that the Companies writers are constitute and appoint	anies do
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	_(
	( C91 )
Minneapolis Minnesota  of the CiR	-h-Fact.
each on their separate capacity if more than one is noned above, to sign its name as surety to, and to execute, seal and acknowledge any and all books when companies and other written instruments in the noting thereof on behalf of the Companies in those fineshess of guaranteeing the fidelity of persons goarantee.	rtakings,
performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by him	
IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and cared this	000
Seaboard Surety Company  United States Fidelity and Guaranty Company	
St. Paul Fire and Marine Insurance Company  St. Paul Guardian Insurance Company  Fidelity and Guarant Onsurance Underwriters, Inc.	65
St. Paul Mercury Insurance Company	~ GO/2 -
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tones E Handrey	1
State of Maryland City of Baltimore THOMAS & BURERECTSE, Assistant 9	Secretary
On this	
Thomas E. Huibregtse, who acknowledged themselves to be the Vice President and Assistant Secretary, respectively, of Seasonard Surety Company. St. Paul Marine Insurance Company. St. Daul Guardian Insurance Company. St. Paul Marine Insurance Company. United States (Toping) and Guardian Insurance Company. Fide	Fire and
Guaranty Insurance Company and Fidelity and Guaranty Insurance Lifte where. Inc., and that the seals affixed with The component are the corporate	scatson O
said Companies: and that they, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name corporations by themselves as duly authorized officers.	25 (1) (2)
CA EASTER CO. C. L.	,,,,
September 1 hereunto set my hand and appropriate seal.	rla
My Commission expires the 13th day of Vally 2002.  RERECCA EXPLE IN NORALA. Notangle Control of Con	Public
96203 Rev. 7-2000 Printed in J.S.A.	1596
	<i>&gt;</i> >>
H. G.	
96203 Rev. 7-2000 Printed in J.S.A.	- mar

This Bower 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 Guardian Company, Fidebix and Guaranty Insurance Company, and Fidebix and Guaranty Insurance Underwriters, Inc. on September 2, 1998, which resolutions are power in full force and except reading as follows: RESOLVED, that in connection with the type lity and surety insurance business of the Company, all bonds, undertakings, contracts and other instruments relating to said business may be signed, executes, and acknowledged by persons or entiries 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 destandions. 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 that be affixed by facsimile to any Power of Anomely or to any certificate relating thereto, appointing Attorney(s)-in-Fact for purposes only of executing and hitesting bonds and undertakings and other world so obligatory in the nature thereof, and subject to any limitations set forth therein, any such Power of Altorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company, and any such power so exelcuted 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 Vakidly 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 Anomey 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 only such instrument executed by such Attorne (193) in Fact shall be as binding upon the Computed 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 🗱 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 setuty that the above and foregoing is a true and object copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked. (0 IN TESTIMONY WHEREOF, I hereunto set my hand this 2900 VOORPOONT 2D Thomas E. Huibreggs · Who the dell copy To verify the authenticity of this Power of Morney, call 1-800-421-3880 and ask for the Power of Attorney clerk. Please refer to the Power of Attorney number, Sance of the Color the above-named individuals and the Letails of the bond to which the power is attached. Und Afficilia Colory

Olus Etilejieji Golosij

	2081				
		Ranch Compound		BOND &	987 9701
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BONI Sumr	L SCHEDULE OF VALUES O COST + 120% OF CONSTRU nit Co. Vaspection Fee = 1.5%	of Construction Cost		\$ 264,765 \$ 317,718 \$ 3,971	
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UM AANAI COPT PERFORMANCE BOND

Bond No. <u>SH7392</u>

Ames Construction, Inc., 2000 Ames Drive D St. Paul Fire and Marine Corporation as Principal, and the Ames Construction, Inc., 2000 Ames Drive, Burnsville, Minnesota 55306 St. Paul Fire and Marine Disurance Company, 385 Washington Street, St. Paul, MN 55102, a corporation organized under the laws of the State of Winnesota and duly authorized warransact 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) 80.00) DOLLARS, for the payment whereof well and that 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

Umothiglell Gold

29th

August,

WHERE Sthe Principal has agreed to perform:

Promontory, I-80 Ranch Exit of Silver Summit Industrial Park, Summit County, Utah BACK COUNTRY TRAILS

NOW, THEREFORE, THE CONDITION OF THIS OBLICATION IS SUCH, that if the said Principal shall constructed, 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 on the and vi work, then this obligation shall be null and void; otherwise to remain in full force and effect.

MES CONSTRUCTION, INC.

Raymond G. Ames, Vice President

ST. PAUL FIRE AND MARINE INSURANÇE COMPANY Unofficial copy

Bruce N. Telander Attorney-in-Fact

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of of AMES	CONSTRUCTEON INC.	ွှ		· (a)
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	instrument was ex	recuted In behal	lf of said corpor	ration by
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	HENNEPIN COUNTY \$ Commission Expires (2), 2005	my committee and	CAPITOS	
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to me personal	$lly_{\lambda}$ k $p$ own, who, bein	ig by me duly sw	orn, did say that	he
is the	Attorney-in-l	Fact		, a
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30m 0 m 2 t 0 0 0 0	of said cornerst	and that sa	id instrument was	s execute $ ilde{\mathfrak{a}}(\circ)\setminus$
in behalf of	said corporation by	Y authority of i	ts Board of Direc	ctors; and V
that said	Bruce N Teland deed of said co.		dged said instrum	S CONTRACTOR DE
the free act a	and deed of gard co.	poracron.		
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	MIGORE OLSON &	Notary Public		Υ,
Ψ' <b>( )</b>	HENNEPIN COUNTY §	My commission	expires ),	
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# The St Paul

# ROWER OF ATTORNEY

Seaboard Surety Company
St. Paul Fire and Martine 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.

01033

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 Guardien Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, and that United States Figure and Guaranty Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwitters. 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	<	/ O.	Minnesot	a ·	( O.		
of the City of			State		0 6	1	neir true and lawful Atto	orney (Krim Pact.
each in their separate car	pacity if more than o	one is named above	. to sign its nam	e as surety to, a	ind to experien-	seal and acknow	dedge any and all bond	ls. zonderiak ings
contracts and other writt	ten instruments in tl	ic naturo (nesco) oi	n behalf of the (	Companies in tl	ieir (husiness o	f guaranteeing th	ic fidelity of persons 🖂	Maranteeine the
perfernance of contracts	and executing or gr	arantezna Bonds a	nd undertakings	required or pen	กหูใช้เริ่มกับกรุ ล	ctions or proceed	ings allowed by law	>
(O) ^V		~(o)\ <u>`</u>		~(	O)	th day of	May (O)	2000
IN WITNESS WHERE	OF, the Companier	have caused this in	strument to be si	and and scale	Tinis	unday of	- ÎVIA	
•	$\langle \mathcal{O} \rangle$	~		$\langle \rangle \rangle_{\wedge}$			$\langle \langle \rangle \rangle_{\wedge}$	
	4	Surety Company				•	l Guaranty Company	
	2 74 1	re and Marine Ins	./~	$\mathfrak{D}/$			surance Company	
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Sale of Maryland City of Baltimore	^<	90 -		~ ~	9	THO	MAS E. HOVERBOTSE.	
City of pattimore		7,		(1)//		IMO	MAS E. LICANISCI VE.	essistant Secretary
On this 5th	day of	May	. 2	.000 before i	ne the underst	gned officer ne	rsonally appeared John	F Phinney and
Thomas E. Huibregtse.		themseives to be th	e Vice President	and Assistant S	бестетату, гекпе	erively, of Seaba	ard Surety Company	St. Paul Fire and
Marine Insurance Comp								
Guaranty Insurance Cor								
said Companies: and th	at they, as such, bein	ng authorized so to	do executed the	foregoing inst	rument for the	purposes therein	contained by signing (	the names of the
corporations by themself					•			
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In Witness Whereof, I	hereunto set my han	d and official seal.	PUS	TAAY ) S	7,77			>.
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38203 Rev. 7-2000 Printed in U.S.A.

This Power of Attorney is granted under and by the anthority of the following resolutions adopted by the Boards of Directors of Seaboard Surety Company, St. Paul Fine and Marine Insurance Company, St. Paul Ovarchian Insurance Company, St. Paul Mercury insurance Company, United States Fidelity and Craranty Company, Ridelity and Guaranty Insurance Company, and Ridelity and Guaranty Insurance Underwriters, Isc. on September 2, 1998, which resolutions are now in full force and 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, of 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 Anorney or to any certificate relating therein morning 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, and 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 sackecuted and Sertified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which RESOLVED FURTHER, that Attorney(s) and aut 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 delivered behalf of the Company and to attach the sealed the Company to any and all bonds and unactively said other writings obligatory in the nature thereof (and any such instrument executed by such (Atto(ney(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 deriffy that the above and foregoing is a true (ant) correct copy of the Power of Attorney executed by dead Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I hereunto set my hand this & day of Thomas E. Huilprostise Assistant Secretary

Unothetal Copy Jals an 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.

Old Germanian Colory

Ora efficiency

				BOND C	BOND COST 8/20/01	
440			Contract Totals			
( U )	Cost Description	Quantity	Unit Measure Unit Price	Scheduled Value		
Ba	Based on bid submitted by Alpine Trails dated 5/24/01					
	4 wide trails	45,000	LF (O)	١.		
	ORock Area	3,000		75 \$ 5,250		
	Oak & Quakies Area Sage & Meadow Area	20,000		45 \$ 29,000		
∘,\ <del>(</del>	Subtotal	22,000	LF 0.	95 \$ 20,900 \$ 55,150	10),	
	SUBTOTAL	<b>\</b>		\$ 55,150		
TO BO	OTAL SCHEDULE OF VALUES		(1)	\$ 55,150	1	
,,(O) B	OND COST = 120% OF CONSTRUC	TION COST	<i>)</i>	\$ 66,180	1	
Si	ummit Co. Inspection Fee = 1.5% o	of Construction Cost		\$ 827	]	
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June Affected Copy) Unofficial Copy

AHIBIT D

A-A-X; NS-90; SS-86-6-A; SS-79-B; SS-66; SS-55-85

.; SS-26-C; SS-25-NS-3; SS-23-B; SS-23-C; SS.; SS-26-C; SS-35-NS-1; WSHLS-1 thru 74; DC-1 thru 103; WCAN-I-1 thru

AMBIT D

A-A-X; NS-90; SS-86-6-A; SS-79-B; SS-66; SS-55-85

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AMBIT D

A-A-X; NS-90; SS-86-6-A; SS-79-B; SS-66; SS-55-85

.; SS-26-C; SS-25-NS-3; NS-2; NS-23-B; SS-23-B; EXHIBIT D

Tax Identification Numbers: NS-90-A-X; NS-90; SS-80-6-A; SS-79-B; SS-66; SS-55; S8-54-A; SS-52; 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: WC-2-1 thru 53. Smothetal Copy Uniothetal Copy Une Marketal Copy