

**DEVELOPMENT IMPROVEMENTS AGREEMENT  
FOR  
PROMONTORY WEST ENTRANCE GATEHOUSE**

**THIS AGREEMENT** is made this <sup>7<sup>th</sup></sup> ~~10<sup>th</sup>~~ day of ~~August~~ <sup>January</sup> 2001, by and between **SUMMIT COUNTY**, a political subdivision of the State of Utah (the "County"), and **Pivotal Promontory Development, LLC**, an Arizona limited liability company and **Pivotal Promontory, LLC**, an Arizona limited liability company, together herein referred to as "Developer".

**RECITALS**

1. Developer is the owner of certain property more particularly described in Exhibit A, situated in the County of Summit, State of Utah, sometimes referred to as Promontory and referred to herein as the "Property."
2. Developer's County-approved Development Agreement for Promontory provides for construction of Gatehouses at Promontory's west and north entrances.
3. Developer has submitted to the County the site improvements plans, more particularly described in Exhibit B attached hereto (the "Site Improvements Plans"), and has submitted construction drawings ("Construction Drawings") for those improvements and related landscaping being constructed by the Developer in connection with the 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

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

**2. Water Facilities and Sanitary Sewer Collection Lines.**

- (1) At the request of Developer, The Snyderville Basin Sewer Improvement District (the "District") has entered into a Line Extension Agreement to provide for the installation of all sanitary sewer collection lines on and serving the 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.
- (2) 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, septic 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.
- (5) 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

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

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

- (1) At the request of the Developer, Utah Power shall engineer and provide for the installation of all electric distribution lines and facilities required for the West Gatehouse, and Developer shall pay for such work in accordance with the established charges of Utah Power.
- (2) At the request of Developer, Questar Gas Company shall engineer and provide for the installation of all required gas lines and facilities required, and Developer shall pay for such work in accordance with the established charges of Questar Gas Company.
- (3) At the request of Developer, a yet-to-be determined telecommunications and broadband service provider shall engineer and provide for the installation of all required telephone lines and facilities and broadband and cable television lines and facilities to serve the West Gatehouse, utilizing conduit installed by Developer, and Developer shall make any required payment for such work in accordance with the terms of its agreement with such service provider.
- (4) The installation of the electric, gas, telephone and cable television facilities is anticipated to be completed within two years from the date hereof for the initial phase of construction and within two years from the date of approval of Construction Drawings for each subsequent phase of construction.

**4. Storm Drainage Improvements.**

- (1) The Developer shall install any storm sewer lines and drainage facilities described in the Site Improvement Plan.
- (2) Developer anticipates completing the installation of said lines and facilities within two years from the date hereof for the initial phase of construction and within two years from the date of approval of Construction Drawings for each subsequent phase of construction.

**5. Trail Easements.**

With respect to the public trails contemplated by the Development Agreement, Developer guarantees, at Developer's cost, to improve 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..

6. **Roads.**

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

7. **Landscaping.**

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

8. **Road Cuts.**

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

9. **Traffic Control.**

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

10. **Maintenance and Repair.**

- (1) Developer agrees that it shall repair or pay for any damage to any existing public improvements damaged during the construction of new improvements. The County shall notify Developer within a reasonable

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

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

#### 11. **Financial Assurances.**

To insure Developer's performance under this Agreement (except for the installation of the sanitary sewer and water lines and dry utilities described in Paragraph 2 above which are to be directly guaranteed, where applicable, with separate financial assurances from Developer), the Developer shall, prior to the commencement of construction of any improvements, provide the County with sufficient security, to ensure completion of the required improvements, in the amount of 120% of the cost of construction, determined in accordance with the contract unit prices reflected in the schedule in Exhibit C. The security shall be in the form of either: A) a Letter of Credit drawn upon a state or national bank. Said Letter of Credit shall (1) be irrevocable, (2) be of a term sufficient to cover the completion and warranty periods according to the values required herein, and (3) require only that the County present the issuer with a signed draft and a certificate signed by an authorized representative of the County certifying to the County's right to draw funds under the Letter of Credit; or B) Establishment of an Escrow Account or Completion Bond with the guarantee that all improvements shall be installed within two years of the effective date of the account or bond or the account or bond will be called by the County to complete the improvements. Acceptable escrow agents shall be the Summit County Treasurer's Office, or banks or savings institutions which are federally insured. This two-year deadline may be extended by the County upon showing of sufficient cause, but no additional phase of the development shall be permitted during such an extension. As portions of the improvements are completed in accordance with this Development Improvements Agreement, County regulations, and the approved Site Improvements Plan, the Developer may make application to the County Engineer to reduce the amount of the original letter of credit, cash escrow or completion bond. If the Board of County Commissioners is satisfied that such portion of the improvements has been completed in accordance with County standards, they may cause the amount of the letter of credit, cash escrow or completion bond to be reduced by such amount that they deem appropriate, so that the remaining amount of the letter of credit, cash escrow or completion bond adequately insures the completion of the remaining improvements. Developer may, from time to time, substitute one form of security for another, or substitute sureties or letter of credit issuers, provided the same shall be reasonably acceptable to the County according to the standards set forth above.

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

**13. Default.**

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

**14. Limitation of Liability.**

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

**15. Amendment.**

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

**16. Binding Effect.**

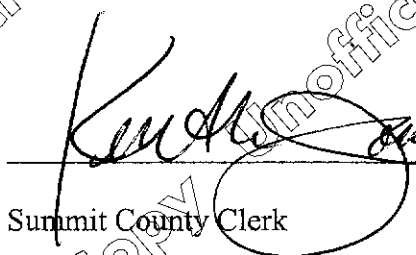
This Agreement and the covenants contained therein shall run with the land and shall be binding upon and shall inure to the benefit of the parties hereto and their successors, heirs and assigns of the property owners; provided that, except as provided in Paragraph 10(b) above, purchasers of residential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

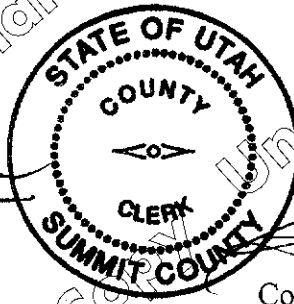
on file with the Department of Community Development. All existing lien holders shall be required to subordinate their liens to the covenants contained in this Development Improvements Agreement.

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

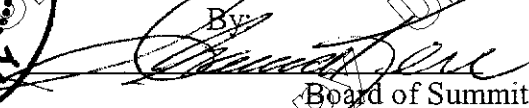
APPROVED:

ATTEST:


  
Summit County Clerk



COUNTY OF SUMMIT, UTAH

By:   
Board of Summit  
County Commissioners  
County Commission Chairman

APPROVED AS TO FORM:

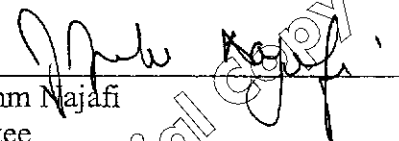
  
Dave Thomas,  
Deputy County Attorney

ACCEPTED:

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

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

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

By:   
J. Jahm Najafi  
Its: Trustee

**Pivotal Promontory, LLC, an Arizona limited liability company**

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

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

Its: Administrative Member

By:

  
J. Jahm Najafi

Its: Trustee



**EXHIBIT A**

1. **DEVELOPMENT AGREEMENT AND EXHIBITS**

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C. **LEGAL DESCRIPTIONS**

**PROMONTORY  
Parcel Descriptions  
August 11, 1999**

**PARCEL A**

Beginning at the Southwest Corner of Section 36, Township 1 South, Range 4 East, Salt Lake Base and Meridian, Summit County, Utah, (Basis of bearing being North 00°03'26" West from the said Southwest Corner to the West Quarter Corner of said Section 36, both being found Stone Monuments), and running thence along the West Section Line of said Section 36, North 00°03'26" West, 2664.42 feet to a stone found at the West Quarter Corner of said Section 36; thence North 00°38'03" West, 2697.90 feet to a stone found at the Northwest Corner of said Section 36; thence South 89°40'24" West 1316.90 feet to the Southwest Corner of the Southeast Quarter of the Southeast Quarter of Section 26; thence North 00°06'02" West 2661.08 feet to the Northwest Corner of the Northeast Quarter of the Southeast Quarter of said Section 26; thence South 89°40'42" West, 1316.04 feet to the Southwest Corner of the Northeast Quarter of said Section 26; thence North 00°04'55" West 2667.46 feet to a stone found at the North Quarter Corner of said Section 26, thence North 00°02'27" West 2642.55 feet to the Southwest Corner of the Northeast Quarter of Section 23; thence North 89°58'47" West, 1858.84 feet, more or less, to the Easterly line of the State of Utah, Division of Parks and Recreation Right of Way, (formerly the Union Pacific Railroad right-of-way), thence along said right-of-way line the following ten (10) courses; 1) North 17°11'48" West 60.67' feet; thence, 2) North 88°45'48" East, 52.25 feet; thence, 3) North 17°06'43" West, 719.18 feet; thence, 4) North 19° 47'10" West, 992.62 feet more or less to a point on a non-tangent 950.00 foot radius curve to the left, radius point bears North 07°16'05" West; thence, 5) Easterly, 153.29 feet along the arc of said curve through a central angle of 09° 14'43"; thence, 6) North 19° 43'36" West, 298.63 feet; thence, 7) South 70°16'02" West, 153.37 feet; thence, 8) North 20°21'29" West, 444.80 feet; thence 9) South 75°29'27" West, 48.91 feet; and thence, 10) North 20°05'58" West, 344.63 feet; thence leaving said Right of Way line, South 89°36'59" East, 114.14 feet to a stone found at the Northwest Corner of said Section 23; thence South 89°36'59" East 2672.06 feet along the North line of said Section 23 to a stone found at the North Quarter Corner of said Section 23; thence North 00°23'35" East 1335.49 feet to the Northeast Corner of the Southeast Quarter of the Southwest Quarter of Section 14; thence North 89°42'03" West 1339.30 feet to

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the Northwest Corner of the Southeast Quarter of the Southwest Quarter of Section 14; thence North 00°15'11" East 1333.52 feet to the Northwest Corner of the Northeast Quarter of the Southwest Quarter of Section 14, thence North 00°14'50" East, 1334.05 feet to the Northwest Corner of the Southeast Quarter of the Northwest Quarter of said Section 14; thence South 89°51'19" East 1345.97 feet to the Northeast Corner of the Southeast Quarter of the Northwest Quarter of said Section 14; thence South 89°47'40" East 1332.03 feet to the Southwest Corner of the Northeast Quarter of the Northeast Quarter of said Section 14; thence North 00°17'53" East 1335.93 feet to the Northwest Corner of the Northeast Quarter of the Northeast Quarter of said Section 14; thence North 89°48'16" West 1329.81 feet along the North line of said Section 14 to an existing iron rod at the North Quarter Corner of said Section 14, then continuing along said North Line: North 89°55'31" West, 2698.76 feet to a found aluminum cap at the Northwest Corner of said Section 14 and the Southwest Corner of Section 11; thence North 00°13'55" West 2642.81 feet to a stone found at the West Quarter Corner of said Section 11; thence North 07°10'37" West, 2817.61 feet to a stone found at the Northwest Corner of said Section 11, and the Southwest Corner of Section 2; thence North 00°48'17" East 4816.75 feet to a stone found at the Northwest Corner of Section 2, Township 1 South, Range 4 East, Salt Lake Base and Meridian; thence South 89°36'41" East 567.30 feet to a stone found at the Southwest Corner of Section 35, Township 1 North, Range 4 East, Salt Lake Base and Meridian; thence North 00°47'21" East 5248.25 feet to a fence corner found at the Northwest Corner of said Section 35; thence South 89°57'25" East 5053.95 feet to a stone found at the Northeast Corner of said Section 35; thence South 00°24'17" West along the East Line of said Section, 5268.15 feet to a stone found at the Southeast Corner of said Section 35; thence North 88°48'36" East 2528.81 feet to a rebar found at the North Quarter Corner of Section 1, Township 1 South, Range 4 East, Salt Lake Base and Meridian; thence South 00°07'57" East 2309.38 feet to the Southwest Corner of the Northeast Quarter of said Section 1; thence South 89°29'16" East 2682.59 feet to the East Quarter Corner of said Section 1; thence South 00°05'47" East 2676.60 feet along the East line of Section 1, to the Northeast Corner of Section 12; thence South 00°05'47" East along the East Line of said Section, 5353.21 feet to a stone found at the Southeast Corner of said Section 12; thence South 00°35'51" East 5311.75 feet to a stone found at the Southeast Corner of Section 13; thence South 00°02'26" West 5315.33 feet to a rebar found at the Southeast Corner of Section 24; thence North 89°50'58" West 1338.50 feet to the Northwest Corner of the Northeast Quarter of the Northeast Quarter of Section 25; thence South 00°01'14" East 2660.23 feet to the Southwest Corner of the Southeast Quarter of the Northeast Quarter of said Section 25; thence South 00°00'30" East 1343.62 feet to the Southwest Corner of the Northeast Quarter of the Southeast Quarter of Section 25; thence

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

(Containing 6559.46 Acres, more or less)

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

**Containing 6379.39 Acres Net, more or less.**

#### PARCEL "B"

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

**Containing 1.88 Acres Net, more or less.**

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#### PARCEL "C"

Legal description for 100 foot road parcel:

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

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

terminus of said 100.00 foot road parcel.

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

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

**Containing 2.65 Acres Net, more or less.**

#### PARCEL "D"

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

Beginning at a point that is South  $00^{\circ}13'37''$  West along the Section Line 140.71 feet and South  $19^{\circ}43'58''$  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  $19^{\circ}43'58''$  East 102.14 feet to a point on a 1050 foot radius curve to the right (radius bears North  $08^{\circ}33'57''$  West); thence Westerly along the arc of said curve a distance of 156.98 feet through a central angle of  $08^{\circ}33'57''$ ; thence West 52.18 feet; thence North  $19^{\circ}43'58''$  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  $07^{\circ}22'22''$  to the point of beginning.

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

**Containing 0.48 Acres Net, more or less.**

#### Net Acreage:

Parcel A = 6379.39 Acres

Parcel B = 1.88 Acres

Parcel C = 2.65 Acres

Parcel D = 0.48 Acres

**Total = 6384.40 Net Acres**

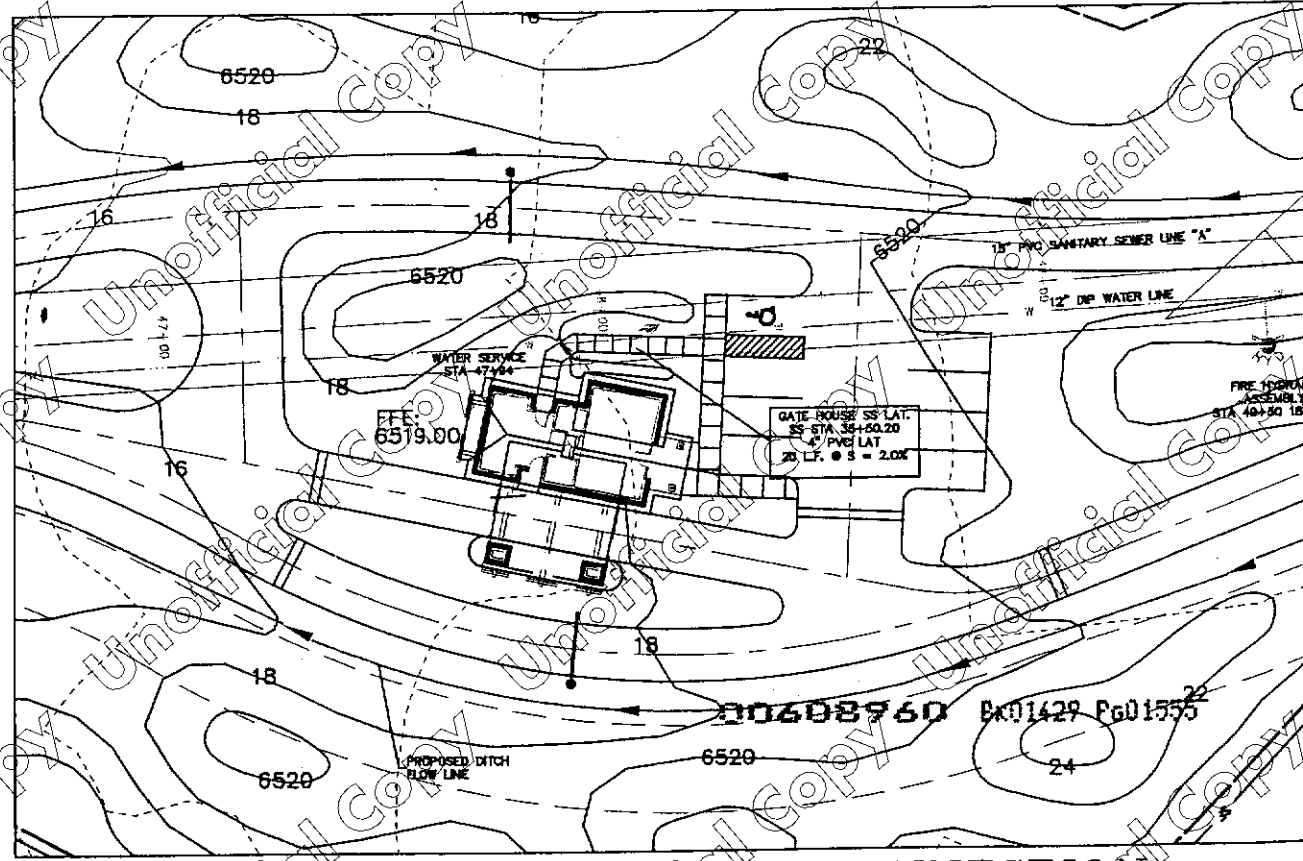
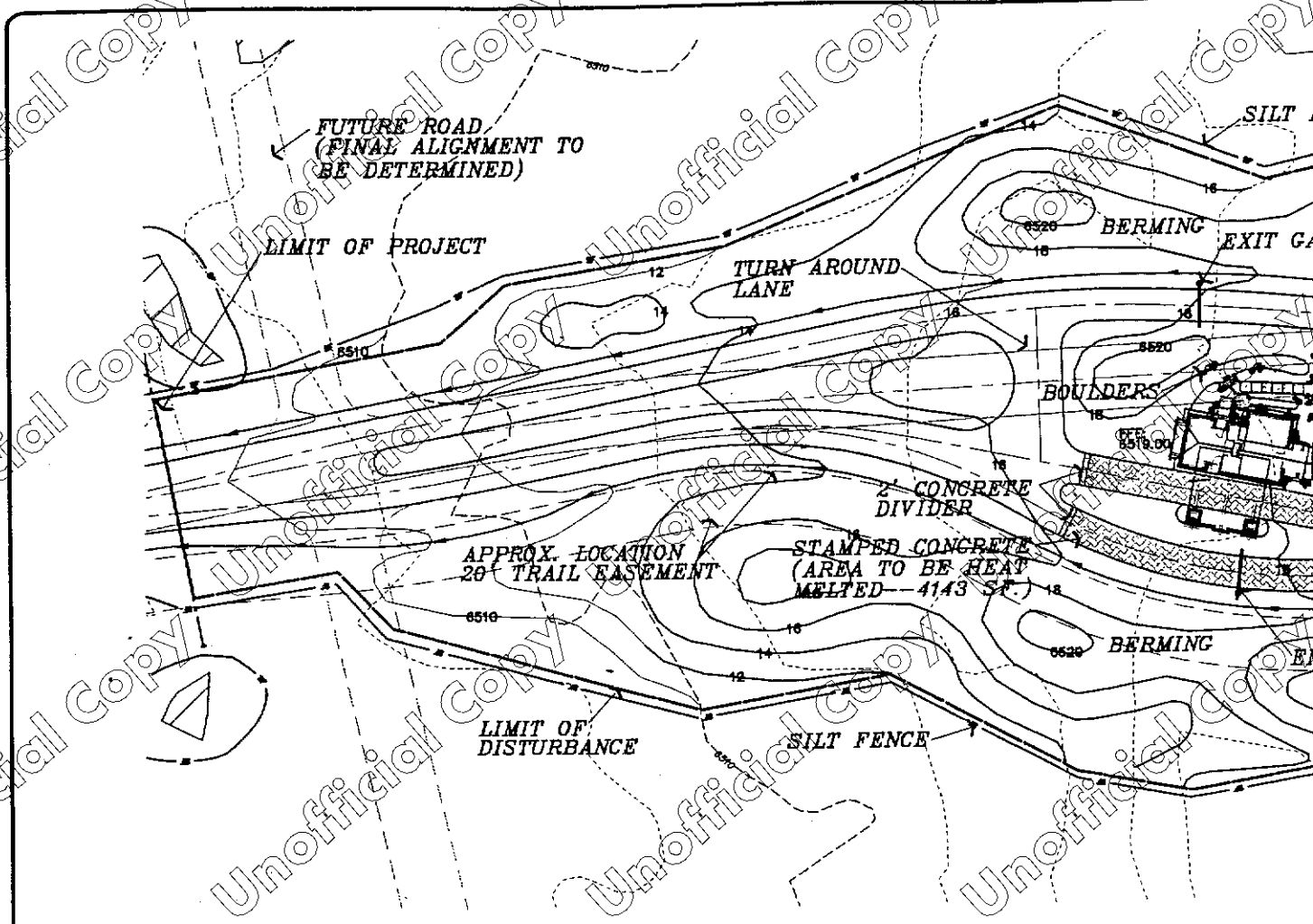
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West Entrance Gatehouse Location

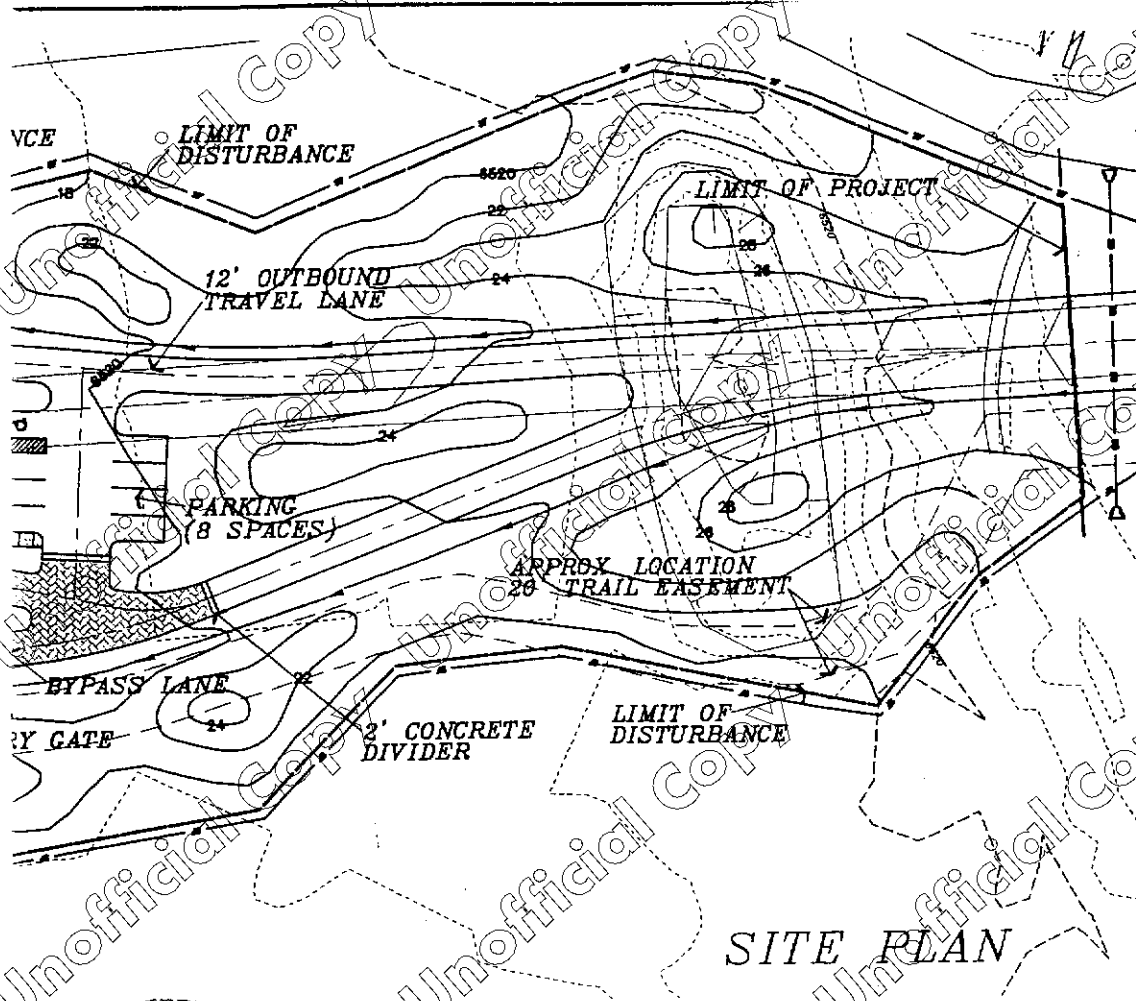
The West Entrance Gatehouse is located in the Northeast Quarter of the Northwest Quarter of Section 23, Township 1 South, Range 4 East, Salt Lake Base and Meridian.

**EXHIBIT B**

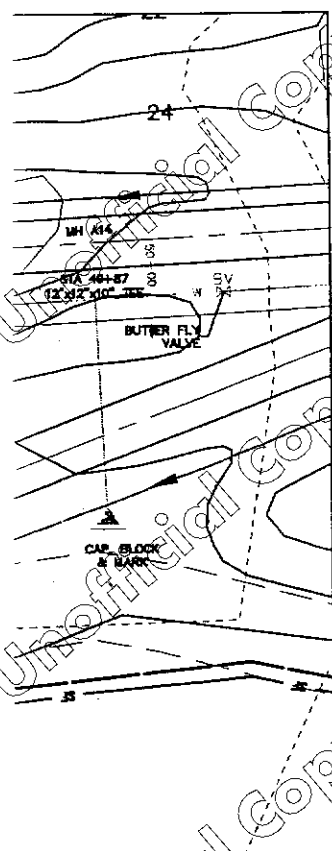
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**SITE PLAN**



**NORTH**



**SCALE: 1"=30'**



The approximate location of the 20.00 foot wide public easement granted to the Snyderville Basin Special Recreation District (SBSRD), as shown on this plat, is for a community public trail. The final alignment will be determined by field inspection at the time of construction. The easement dedicated by the Owner for a public trail to the SBSRD is granted pursuant to the Trails Agreement between SBSRD and Pivotal Promontory Development, L.L.C. dated 2007. Pivotal Promontory Development L.L.C. will construct the trails for the purpose of providing public trail segments in compliance with the Trails Agreement. The public trails dedicated to the SBSRD are intended for the use of the public in perpetuity subject to the Trails Agreement. Construction will be guaranteed by Pivotal Promontory Development L.L.C. in conformance with the terms and provisions set forth in the Promontory Development Improvements Agreement. Trail surfaces will be maintained by the SBSRD subject to the terms of the Trails Agreement. All holders of public and private utility easements, if any, and any parcel owners whose parcels are subject to the public trails easement shall repair any damage to the public trails caused by their construction, development and maintenance activities and shall restore the public trail improvements to substantially the same condition as existed immediately prior to any construction, development and maintenance activities thereon.

**THE JACK JOHNSON COMPANY**

1777 Sun Peak Drive • Park City, Utah 84098  
(435) 645-8000 • Fax (435) 848-1820

REVISIONS	DATE	BY

DESIGNED BY:	PGG
DRAWN BY:	ESH
REVIEWED BY:	APC
DATE:	05/08/01

PROJECT NO.	453 0301.01
DATE	05/08/01

**PROMONTORY - THE RANCH CLUB**

**SILVER CREEK GATE HOUSE**

**FINAL SITE PLAN**

Promontory Development L.L.C.

00608960

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**EXHIBIT C**

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

**Deer Crossing East**

Cost Code	Description	Contract Totals		
		Quantity	Unit Measure	Scheduled Value
	Clearing and Grubbing	12.80	AC	\$ 1,071.00 \$ 13,709
	Erosion Control	8,670	LF	\$ 2.53 \$ 21,935
	Strip and Stockpile Topsoil	6,422	CY	\$ 1.55 \$ 9,954
	Site Excavation (common)	26,967	CY	\$ 1.96 \$ 52,855
	Rip-rap, Machine placed	8	TN	\$ 9.27 \$ 74
	Final Clean-Up	1	CS	\$ 1,120.00 \$ 1,020
<b>9269</b>				
	6" Aggregate Base Course	8,600	TN	\$ 9.950 \$ 85,670
	10" Select Sub-Base	15,500	TN	\$ 6.750 \$ 104,625
	4" Bituminous Surface Course	201,970	SF	\$ 0.85 \$ 171,675
	Topsoil spreading	6,524	CY	\$ 3.00 \$ 19,572
	Revegetation / Hydro Mulch	8	AC	\$ 2,210.00 \$ 17,680
<b>02015</b>	<b>Storm Drain</b>			
	18" RCP	476	LF	\$ 20.76 \$ 9,882
	24" RCP		LF	\$ 27.30 \$ -
	SD Inlet	8	EA	\$ 1,500.00 \$ 12,000
	Cleanout Box Vert Feet		VF	\$ -
	<b>Walls</b>			
	Stacked Rock Wall - Install	8,300	SF	\$ 4.50 \$ 37,350
	Dstacked Rock wall - Material	3,000	TN	\$ 16.00 \$ 48,000
	Structural Retaining Wall	1,600	SF	\$ 16.00 \$ 25,600
	Guard Rail	405	LF	\$ 21.50 \$ 8,708
	<b>SUBTOTAL</b>			<b>\$ 640,308</b>
<b>TOTAL SCHEDULE OF VALUES</b>				<b>\$ 640,308</b>
<b>BOND COST = 120% OF CONSTRUCTION COST</b>				<b>\$ 768,370</b>
<b>Summit County Inspection Fee = 1.5% OF CONSTRUCTION COST</b>				<b>\$ 11,526</b>

**PERFORMANCE BOND**

Bond No. SH7396

**KNOW ALL MEN BY THESE PRESENTS, THAT WE,**

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

Summit County, Utah

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

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

**WHEREAS** the Principal has agreed to perform:

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

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

AMES CONSTRUCTION, INC.

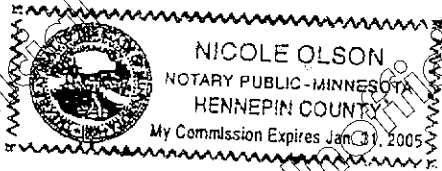
By: Raymond G. Ames  
Raymond G. Ames, Vice President

ST. PAUL FIRE AND MARINE INSURANCE COMPANY

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

ACKNOWLEDGMENT OF CORPORATION

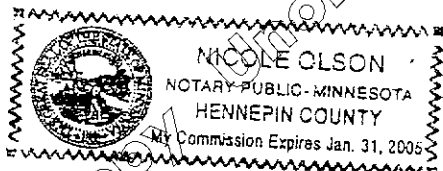
State of MINNESOTA )  
 ) ss. On this 29<sup>th</sup> day of August 2001  
County of HENNEPIN ) before me appeared Raymond G. Ames  
to me personally known, who, being by me duly sworn, did say that he  
is the Vice President  
of AMES CONSTRUCTION, INC.  
a corporation, that the seal affixed to the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



1/31/01  
Notary Public \_\_\_\_\_ County \_\_\_\_\_  
My commission expires \_\_\_\_\_

ACKNOWLEDGMENT OF CORPORATE SURETY

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



1/31/01  
Notary Public \_\_\_\_\_ County \_\_\_\_\_  
My commission expires \_\_\_\_\_

The **St Paul**

POWER OF ATTORNEY

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

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

Power of Attorney No. 21794

Certificate No. 901037

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

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

Minneapolis

Minnesota

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

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

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

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

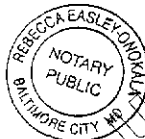


State of Maryland  
City of Baltimore

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

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

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



*Rebecca Easley Onckala*

REBECCA EASLEY ONCKALA, Notary Public

00608960 Bk01429 Pg01562

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

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

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

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

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



*Thomas E. Huibregtse*

Thomas E. Huibregtse, Assistant Secretary

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



**PERFORMANCE BOND**

Bond No. SH7395

**KNOW ALL MEN BY THESE PRESENTS, THAT WE,**

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

Summit County, Utah

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

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

**WHEREAS** the Principal has agreed to perform:

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

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

AMES CONSTRUCTION, INC.

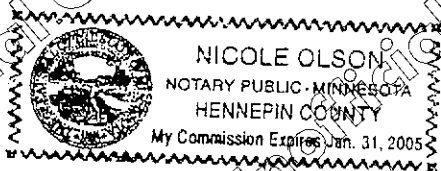
By: Raymond G. Ames  
Raymond G. Ames, Vice President

ST. PAUL FIRE AND MARINE INSURANCE COMPANY

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

ACKNOWLEDGMENT OF CORPORATION

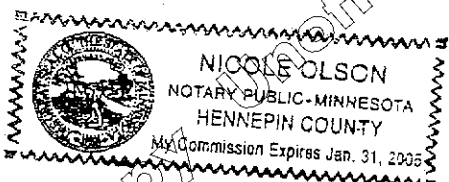
State of MINNESOTA )  
 ) ss. On this 29<sup>th</sup> day of August 2001  
County of HENNEPIN ) before me appeared Raymond G. Ames  
to me personally known, who, being by me duly sworn, did say that he  
is the Vice President  
of AMES CONSTRUCTION, INC.  
a corporation, that the seal affixed to the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



1-11-01  
Notary Public \_\_\_\_\_ County \_\_\_\_\_  
My commission expires \_\_\_\_\_

ACKNOWLEDGMENT OF CORPORATE SURETY

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



1-11-01  
Notary Public \_\_\_\_\_ County \_\_\_\_\_  
My commission expires \_\_\_\_\_

**The St Paul**

**POWER OF ATTORNEY**

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

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

Power of Attorney No. 21794

Certificate No. 901036

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

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

Minneapolis

Minnesota

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

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

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

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

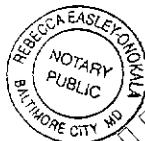


State of Maryland  
City of Baltimore

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

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

My Commission expires the 15th day of June 2002.



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

*Rebecca Easley Ponokala*  
REBECCA EASLEY PONOKALA, Notary Public

00608960 Bk01429 Pg01566

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

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

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

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

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



*Thomas E. Huibregtse*  
Thomas E. Huibregtse, Assistant Secretary

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

BOND COST  
8/8/01

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

**PERFORMANCE BOND**

Bond No. SH7397

**KNOW ALL MEN BY THESE PRESENTS, THAT WE,**

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

Summit County, Utah

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

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

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

**WHEREAS** the Principal has agreed to perform:

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

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

AMES CONSTRUCTION, INC

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

ST. PAUL FIRE AND MARINE INSURANCE COMPANY

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

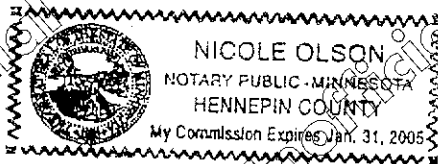
ACKNOWLEDGMENT OF CORPORATION

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

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

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

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

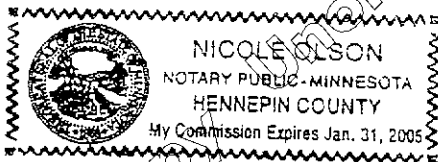


Raymond G. Ames  
Notary Public \_\_\_\_\_ County, \_\_\_\_\_  
My commission expires \_\_\_\_\_

ACKNOWLEDGMENT OF CORPORATE SURETY

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

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



Bruce N. Telander  
Notary Public \_\_\_\_\_ County, \_\_\_\_\_  
My commission expires \_\_\_\_\_

The **St Paul**

POWER OF ATTORNEY

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

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

Power of Attorney No. 21794

Certificate No. 901038

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

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

Minneapolis

Minnesota

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

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

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

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



State of Maryland  
City of Baltimore

*John F. Phinney*  
*Thomas E. Huibregtse*

THOMAS E. HUIBREGTSE, Assistant Secretary

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

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

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



*Rebecca Easley Onokala*

REBECCA EASLEY ONOKALA, Notary Public

00608960 Bk01429 Pg01571



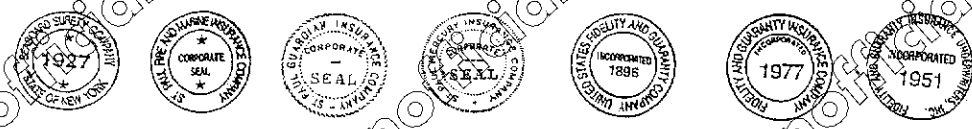
This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, United States Fidelity and Guaranty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

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

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

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

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



*Thomas E. Huijbregtse*  
Thomas E. Huijbregtse, Assistant Secretary

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

Deer Crossing West				
Cost Code	Description	Contract Totals		
		Quantity	Unit Measure	Scheduled Value
	Clearing and Grubbing	4.10	AC	\$ 4,391.00
	Erosion Control	1,734	LF	\$ 4,387.00
	Strip and Stockpile Topsoil	4,392	CY	\$ 6,808.00
	Site Excavation (common)	12,970	CY	\$ 25,421.00
	Rip-rap, Machine placed	2	TN	\$ 19.00
	Final Clean-Up	1	LS	\$ 1,120.00
<b>9269</b>				
	6" Aggregate Base Course	3,600	TN	\$ 35,820.00
	10" Select Sub-Base	6,000	TN	\$ 40,500.00
	4" Bituminous Surface Course	80,000	SF	\$ 68,000.00
	Topsoil spreading	3,500	CY	\$ 10,500.00
	Revegetation / Hydro Mulch	3	AC	\$ 6,630.00
<b>02015</b>	<b>Storm Drain</b>			
	16" RCP	178	LF	\$ 3,186.00
	18" RCP		LF	\$ -
	24" RCP		LF	\$ -
	36" RCP		LF	\$ -
	5.3 x 4.0 Arch CMP		LF	\$ -
	SD Inlet	3	EA	\$ 4,500.00
	Remove existing culverts		LF	\$ -
	<b>SUBTOTAL</b>			<b>\$ 211,282</b>
<b>TOTAL SCHEDULE OF VALUES</b>				<b>\$ 211,282</b>
<b>BOND COST = 120% OF CONSTRUCTION COST</b>				<b>\$ 253,538</b>
<b>Summit County Inspection Fee = 1.5% OF CONSTRUCTION COST</b>				<b>\$ 3,169</b>

**PERFORMANCE BOND**

Bond No. SH7398

**KNOW ALL MEN BY THESE PRESENTS, THAT WE,**

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

Summit County, Utah

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

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

**WHEREAS** the Principal has agreed to perform:

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

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

AMES CONSTRUCTION, INC.

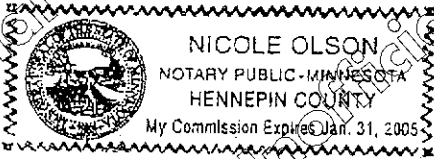
By: Raymond G. Ames  
Raymond G. Ames, Vice President

ST. PAUL FIRE AND MARINE INSURANCE COMPANY

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

ACKNOWLEDGMENT OF CORPORATION

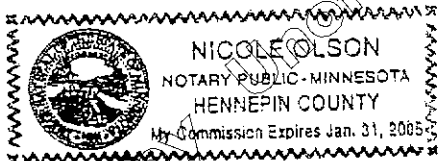
State of MINNESOTA )  
 ) ss. On this 29th day of August 2001  
County of HENNEPIN ) before me appeared Raymond G. Ames  
to me personally known, who, being by me duly sworn, did say that he  
is the Vice President  
of AMES CONSTRUCTION, INC.  
a corporation, that the seal affixed to the foregoing instrument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



Notary Public \_\_\_\_\_ County, \_\_\_\_\_  
My commission expires \_\_\_\_\_

ACKNOWLEDGMENT OF CORPORATE SURETY

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



Notary Public \_\_\_\_\_ County, \_\_\_\_\_  
My commission expires \_\_\_\_\_

The **St Paul**

POWER OF ATTORNEY

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

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

Power of Attorney No. 21794

Certificate No. 901039

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

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

Minneapolis Minnesota

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

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

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

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



State of Maryland  
City of Baltimore

*John F. Phinney*  
*Thomas E. Huijbregtse*

THOMAS E. HUIJBREGTSE, Assistant Secretary

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

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

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



*Rebecca Easley Nokala*

REBECCA EASLEY NOKALA, Notary Public

00608960 Bk01429 Pg01576

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

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

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

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

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



*Thomas E. Huibregtse*  
Thomas E. Huibregtse, Assistant Secretary

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

BOND COST  
8/20/01

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

**PERFORMANCE BOND**

Bond No. SH7394

**KNOW ALL MEN BY THESE PRESENTS, THAT WE,**

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

Summit County, Utah

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

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

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

**WHEREAS** the Principal has agreed to perform:

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

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

AMES CONSTRUCTION, INC.

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

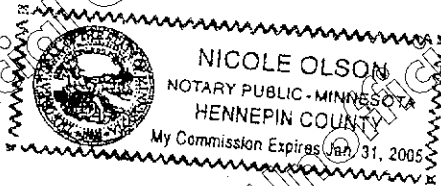
ST. PAUL FIRE AND MARINE INSURANCE COMPANY

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



ACKNOWLEDGMENT OF CORPORATION

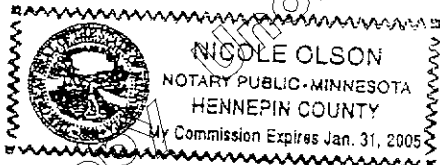
State of MINNESOTA )  
 ) ss. On this 29<sup>th</sup> day of August 2001  
County of HENNEPIN ) before me appeared Raymond G. Ames  
to me personally known, who, being by me duly sworn, did say that he  
is the Vice President  
of AMES CONSTRUCTION, INC.  
a corporation, that the seal affixed to the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



Notary Public \_\_\_\_\_ County \_\_\_\_\_  
My commission expires \_\_\_\_\_

ACKNOWLEDGMENT OF CORPORATE SURETY

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



Notary Public \_\_\_\_\_ County \_\_\_\_\_  
My commission expires \_\_\_\_\_

The **St Paul**

POWER OF ATTORNEY

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

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

Power of Attorney No. 21794

Certificate No. 901035

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

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

Minneapolis

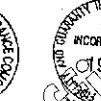
Minnesota

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

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

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

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



State of Maryland  
City of Baltimore

*John F. Phinney*  
*Thomas E. Huijbrechtse*

THOMAS E. HUIJBRECHTSE, Assistant Secretary

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

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

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



*Rebecca Eagle-Ponokala*

REBECCA EAGLE-PONOKALA, Notary Public

00608960 Bk01429 Pg01581

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

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

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

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



*Thomas E. Huibregtse*  
Thomas E. Huibregtse, Assistant Secretary

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

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

**PERFORMANCE BOND**

Bond No. SH7399

**KNOW ALL MEN BY THESE PRESENTS, THAT WE,**

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

Summit County, Utah

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


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

**WHEREAS** the Principal has agreed to perform:

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

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

AMES CONSTRUCTION, INC.

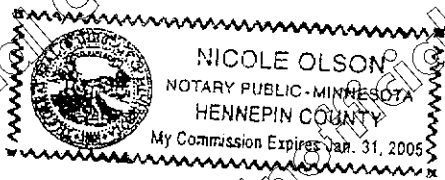
By:   
Raymond G. Ames, Vice President

ST. PAUL FIRE AND MARINE INSURANCE COMPANY

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

ACKNOWLEDGMENT OF CORPORATION

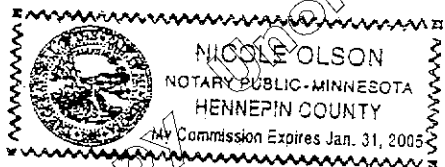
State of MINNESOTA )  
 ) ss. On this 29<sup>th</sup> day of August 2001  
County of HENNEPIN ) before me appeared Raymond G. Ames  
to me personally known, who, being by me duly sworn, did say that he  
is the Vice President  
of AMES CONSTRUCTION, INC.  
a corporation, that the seal affixed to the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



[Signature]  
Notary Public \_\_\_\_\_ County, \_\_\_\_\_  
My commission expires \_\_\_\_\_

ACKNOWLEDGMENT OF CORPORATE SURETY

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



[Signature]  
Notary Public \_\_\_\_\_ County, \_\_\_\_\_  
My commission expires \_\_\_\_\_

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

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

Power of Attorney No. 21794

Certificate No. 901040

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

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

Minneapolis

Minnesota

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

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

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

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



State of Maryland  
City of Baltimore

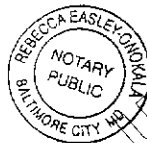
*John F. Phinney*  
*Thomas E. Huibregtse*

THOMAS E. HUIBREGTSE, Assistant Secretary

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

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

My Commission expires the 13th day of July 2002.



*Rebecca Easley-Onokala*

REBECCA EASLEY-ONOKALA, Notary Public

00608960 Bk01429 Pg01586

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

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

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

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

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



*Thomas E. Huibregtse*

Thomas E. Huibregtse, Assistant Secretary

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



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

**PERFORMANCE BOND**

Bond No. SH7393

**KNOW ALL MEN BY THESE PRESENTS, THAT WE,**

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

Summit County, Utah

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

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

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

**WHEREAS** the Principal has agreed to perform:

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

**WARRANT**

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

AMES CONSTRUCTION, INC.

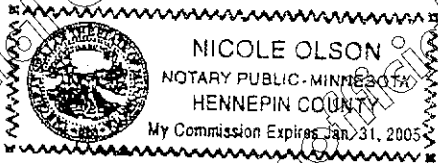
By: [Signature]  
Raymond G. Ames, Vice President

ST. PAUL FIRE AND MARINE INSURANCE COMPANY

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

ACKNOWLEDGMENT OF CORPORATION

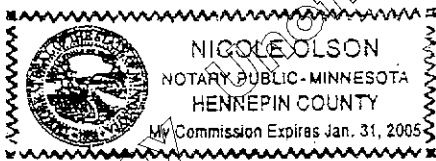
State of MINNESOTA )  
 ) ss. On this 29<sup>th</sup> day of August 2001  
County of HENNEPIN ) before me appeared Raymond G. Ames  
to me personally known, who, being by me duly sworn, did say that he  
is the Vice President  
of AMES CONSTRUCTION, INC.,  
a corporation, that the seal affixed to the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



Notary Public \_\_\_\_\_ County, \_\_\_\_\_  
My commission expires \_\_\_\_\_

ACKNOWLEDGMENT OF CORPORATE SURETY

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



Notary Public \_\_\_\_\_ County, \_\_\_\_\_  
My commission expires \_\_\_\_\_

**The St Paul**

**POWER OF ATTORNEY**

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

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

Power of Attorney No. 21794

Certificate No. 01034

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

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

Minneapolis

Minnesota

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

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

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

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



State of Maryland  
City of Baltimore

*John F. Phinney*  
*Thomas E. Huitbregetse*

THOMAS E. HUITBREGETSE, Assistant Secretary

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

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

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



*Rebecca Easley Ponokala*

REBECCA EASLEY PONOKALA, Notary Public

00608960 Bk01429 Pg01591

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

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

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

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

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



*Thomas E. Huibregtse*  
Thomas E. Huibregtse, Assistant Secretary

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

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

**PERFORMANCE BOND**

Bond No. SH7378

**KNOW ALL MEN BY THESE PRESENTS, THAT WE,**

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

Summit County, Utah

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

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

**WHEREAS** the Principal has agreed to perform:

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

**RANCH COMPOUND**

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

AMES CONSTRUCTION, INC.

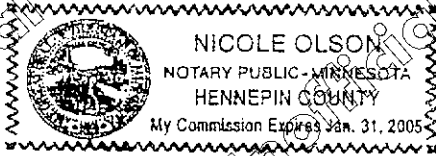
By: Raymond G. Ames  
Raymond G. Ames, Vice President

ST. PAUL FIRE AND MARINE INSURANCE COMPANY

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

ACKNOWLEDGMENT OF CORPORATION

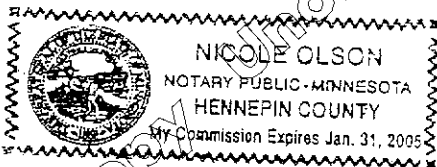
State of MINNESOTA )  
 ) ss. On this 29th day of August 2001  
County of HENNEPIN ) before me appeared Raymond G. Ames  
to me personally known, who, being by me duly sworn, did say that he  
is the Vice President  
of AMES CONSTRUCTION, INC.,  
a corporation, that the seal affixed to the foregoing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



Notary Public \_\_\_\_\_ County, \_\_\_\_\_  
My commission expires \_\_\_\_\_

ACKNOWLEDGMENT OF CORPORATE SURETY

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



Notary Public \_\_\_\_\_ County, \_\_\_\_\_  
My commission expires \_\_\_\_\_



**The St Paul**

**POWER OF ATTORNEY**

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

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

Power of Attorney No. 21794

Certificate No. 201032

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

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

Minneapolis

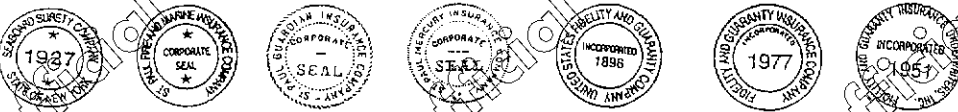
Minnesota

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

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

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

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



*John F. Phinney*  
*Thomas E. Huibregtse*

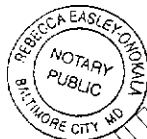
THOMAS E. HUIBREGTSE, Assistant Secretary

State of Maryland  
City of Baltimore

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

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

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



*Rebecca Easley Norkala*

REBECCA EASLEY NOKALA, Notary Public

00608960 Br01429 P601596

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

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

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

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

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



*Thomas E. Huibregtse*  
Thomas E. Huibregtse, Assistant Secretary

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

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

**PERFORMANCE BOND**

Bond No. SH7392

**KNOW ALL MEN BY THESE PRESENTS, THAT WE,**

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

Summit County, Utah

as the Oblige, in the sum of Sixty-Six Thousand One Hundred Eighty and no/100-----  
----- (\$66,180.00) DOLLARS, for the payment whereof well and truly to be made, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

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

**WHEREAS** the Principal has agreed to perform:

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

**BACK COUNTRY TRAILS**

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

AMES CONSTRUCTION, INC.

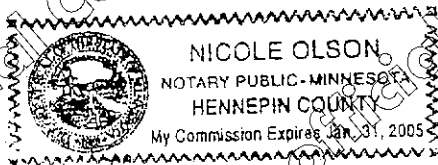
By: *Raymond G. Ames*  
Raymond G. Ames, Vice President

ST. PAUL FIRE AND MARINE INSURANCE COMPANY

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

ACKNOWLEDGMENT OF CORPORATION

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



Notary Public \_\_\_\_\_ County, \_\_\_\_\_  
My commission expires \_\_\_\_\_

ACKNOWLEDGMENT OF CORPORATE SURETY

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



Notary Public \_\_\_\_\_ County, \_\_\_\_\_  
My commission expires \_\_\_\_\_

POWER OF ATTORNEY

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

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

Power of Attorney No. 21794

Certificate No. 901033

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

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

Minneapolis

Minnesota

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

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

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

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

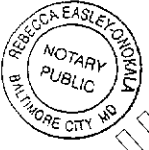


State of Maryland  
City of Baltimore

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

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

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



*Rebecca Easley Orskala*  
REBECCA EASLEY ORSKALA, Notary Public

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*Thomas E. Huibregtse*  
Thomas E. Huibregtse, Assistant Secretary

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BOND COST  
8/20/01

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



**EXHIBIT D**

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