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

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

) Johnson 2002 THIS AGREEMENT is made this 10 day of August, 2001, by and between SUMMIT COUNTY, a political subdivision of the State of Utah (the "County"), and Pivotal Promontory Development, LLC, an Arizona limited hability company and Pivotal Promontory, LLC, an Arizona limited liability company, together herein referred to as "Developer".

RECITALS

- Developer is the owner of certain property more particularly described in Exhibit 1. A, situated in the County of Summit, State of Utah, sometimes referred to as Promontory and referred to herein as the "Property."
- Developer's County-approved Development Agreement for Promontory provides for construction of Gatehouses at Promontory's west and north entrances.
- Developer has submitted to the County the site improvements plans, more particularly described in Exhibit B attached hereto (the "Site Improvements" Plans"), and has submitted construction drawings ("Construction Drawings") for those improvements and related landscaping being constructed by the Developer in connection with the construction of the North Gatehouse on the Property, pursuant to that certain Development Agreement dated as of January 2, 2001 (the "Development Agreement"
- Construction of the North 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 - 8K01429 PG01605-01869 00688761 parties hereto, it is agreed as follows:

Developer's Guarantee and Warranty.

ALAN SPRIGGS, SUMMIT CO RECORDER ZUUZ JAN 22 16:46 PM FEE \$375 00 BY DMG REDUEST: SUMMIT ESCROW & TITLE INSURANCE

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

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

2. (6) Water Facilities and Sanitary Sewer Collection Lines.

- (1) The North Gatehouse will be served by a septic system built in accordance with all requirements of Summit County.
- The Developer has also entered into a Water Service Agreement with wountain Regional Water Service District to provide for the installation of wells, pumps, waterlines and service laterals for the North 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.
 - 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 North Catehouse, 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

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guaranteed by the Developer pursuant to this Development Improvements Agreement.

Electric, Gas, Telephone and Cable TV Facilities.

- 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 North Gatehouse, and Developer shall pay for such work in accordance with the established charges of Dah Power.
- 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.
 - At the request of Developer, a yet-to-be determined to lecommunications 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 North Gatehouse, utilizing conditionstalled by Developer, and Developer shall make any required such service provider. payment for such work in accordance with the terms of its agreement with
 - 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

Storm Drainage Improvements.

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

Trail Easements.

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 North Gatehouse in accordance with the terms of the Development Agreement and according to the standards and timetable provided for in the Development

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Agreement and in any Trails Agreement between Developer and the Snyderville Basin Special ecreation District..

6. Roads. Recreation District..

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 of 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 crossen. The construction of such toads shall be subject to inspection and approval by the County Engineer and the cost of such inspection shall be paid by the Developer.

Landscaping.

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

Road Cuts. 8.

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.

Maintenance and Repair.

Developer agrees that it shall repair or pay for any damage to any existing (1)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 sharl have a reasonable period of time within which to repair said damage.

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(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 Detter 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.

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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 involve 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.

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

Binding Effect. 16.

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 anythorneowner's association that receives title to any portion of the Property shall not incur any hability 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.

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

APPROVED:

ATTEST

COUNTY OF SUMMIT, UTAH

31011 6062

Summit County Clerk

Board of Summit

County Commissioners . Chi County Commission Chairman

APPROVED AS TO FORM:

Deputy County Attorney

ACCEPTED:

Pivotal Promontory Development, LLC, an Arizona limited liability company

Pivotal Group X, LLCC an Arizona limited liability company

Its: Administrative Member

Uno Athenoil Gold J. Jahm Najati, Trustee of the Jahm Najati Trust dated July 30, 1996 By:

Its: Administrative Member

By:

Pivotal Promontory, LLC, an Arizona limited liability company

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

Its: Administrative Member

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

Ultro Hill Gold Cold Administrative Member Its:

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DEVELOPMENT AGREEMENT AND EXHIBIT

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 ্টেট 03'26" West, 2664.42 feet to a stone found at the West Quafter 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 (et to the Southwest Corner of the Southeast Quarter of the Southeast Quarter of Section 26; thence North 00:0002" 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 ்ரல்யாd at the North Quarter Corner of said Section 26, thence North 00°02'27" West 2642.55 feet to the Southwest Comer of the Northeast Quarter of Section 23; thence North 89°58'47" West, 1858.84 feet, more of tess, to the Easterly line of the State of Utah, Division of Barks and Recreation Right of Way, (formerly the Union Racific Railroad right-of-way), theree 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, 749.18 feet; thence, 4) North 19° 47'10" West, 992.62 feet more or less to a point on a pon-tangent 950.00 foot radius curve to the left, radius point bears North 07º16'05" West; thence, 5) Easterly, 153.29 feet along the arc of said curve through a central angle of 09°44'33", thence, 6) North 19° 43'58", West, 298.63 feet; theree 7) South 70°16'02" West (153,37 feet; thence, 8) North 20°2 (29° West, 444.80 feet; thence 9) South 75°29'27" West, 48.91 feet; and thence, 10) North 2005'58" West, 344.63 feet; thence leaving said Right of Way line, South 89°36'59" East 174.14 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; thenes 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 60 4'50" East, 1334.05 feet to the Northwest Corner of the Southeast Quarter of the Northwest Quarter of said Section 4, thence South 89°51'49 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 Comer 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 329.81 feet along the North ine 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 ြစ်≱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, the See North 00°48'17" East 4816 75 feet to a stone found at the Northwest Corner of Section 2, Township 1 South, Range 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 Easta 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; theree 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; theree North 88°48'36" East 2528.81 feet to a rebar found at the North Quarter Corner of Section 1, Township 1 South, Range 4 East, Salt Lake Base and Meridian; thence South 00°07'57" East 2309.38 feet to the Southwest Corner of the Northeast Quarter of said Section 1; thence South 89°25′16" East 2682.59 feet to 街底上ast Quarter Corner of said Section 1; thence South 00°05'47" East 2676.60 fee€along the East line of Section 15to the Northeast Corner of Section 12; thence South 00 மக்கு 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 53(1) feet to a stone found at the Southeast Corner of Section 3; 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 4560/23 feet to the Southwest Comercof 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

Prepared by Swaback Pariners

August 1, 2000

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 180. (Containing 180.07 Acres prore 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 & 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 addius curve to the left, said point also being on the Westerly
right-of-way of said Brown's Canyon Road (radius point bears South 89°35'42" East 1465.69
feet, of which the central angle is 04°43'45"); thence Southerly along the arc of said curve and
the Westerly right of way line of said Brown's Canyon Road 120.98 feet to the point of beginning
Containing 1.88 Acres Net, more or less.

[∆]PARCEL "C

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 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

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Prepared by Swapack Partners August 1, 2000

Promontory SPA Plan and Development Agreement Application terminus of said 100.00 foot road parcel.

Also: Beginning at a point which is North 00°03'36 East 1321.45 feet along the Easterly line of Section 25 from the Southeast Corner of Section 25, Township 1 South, Range 4 East, thence continuing along said Easterly line of said Section 25, 50.00 feet to the true point of beginning of இர்00.00 foot road parcel measured 50.00 feet either side at (ight) angles to the following described centerline.

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

Containing 2.65 Acres Net, more of less.

PARCEL "D"

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

Beginning at a point that is South 00°13'37" West along the Section Line,140.71 feet and South 19°43'58" East along the State Parks right-of-way 900.45 feet from the Northwest Corner of Section 23, Township 1 South, Range 4 East, Salt Lake Base and Meridian, and running thence South 19°43'58" East 102 (14) feet to a point on a 1050 foot radius curve to the right (radius bears North 08°33'52 (West); thence Westerly along the arc of said curve a distance of \$6.98 feet through a central angle of 08°33'57"; thence West 52.18 feet; thence North 19343'58' West 106.24 feet, thence East 88.05 feet to the point of curvature of a 950 foot radius curve to the left (radius pears North); thence along the arc of said curve a distance of 122.25 feet through a central angle of 07°22'22" to the point of beginning.

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

Containing 0.48 Acres Net More or less.

Net Acreage:

Parcel A = 6379.39 Acres

1.88 Acres

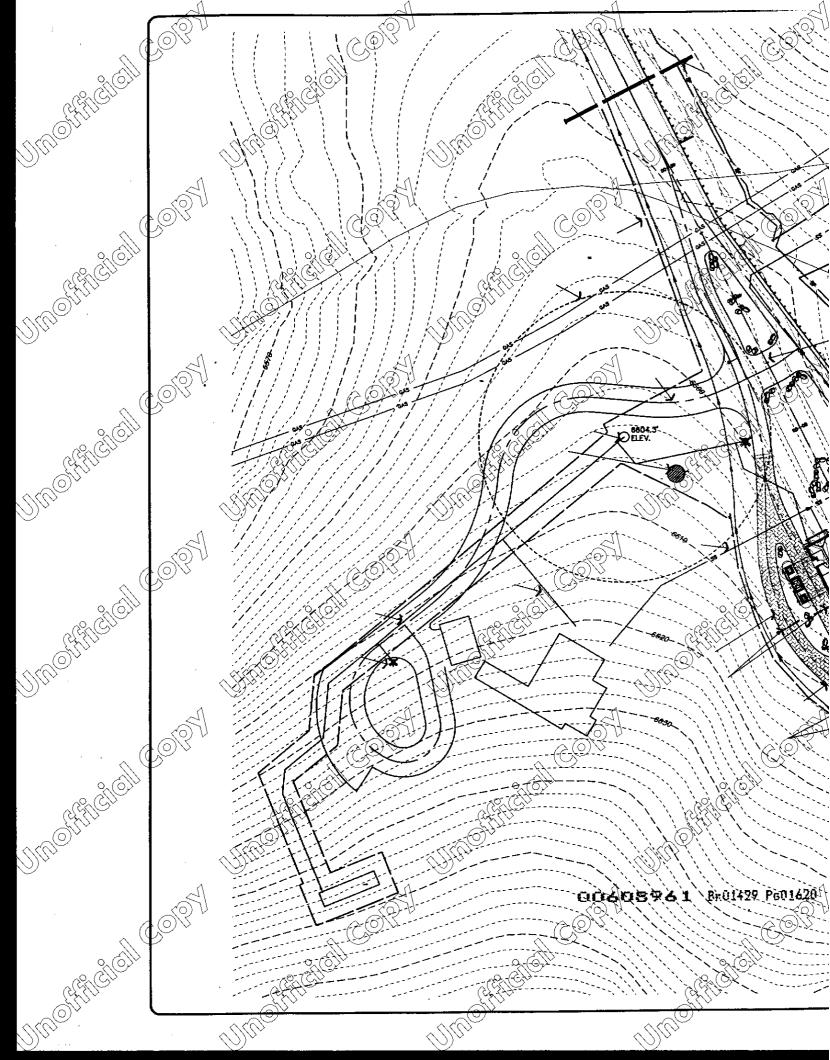
Parcel (C) 2.65 Acres

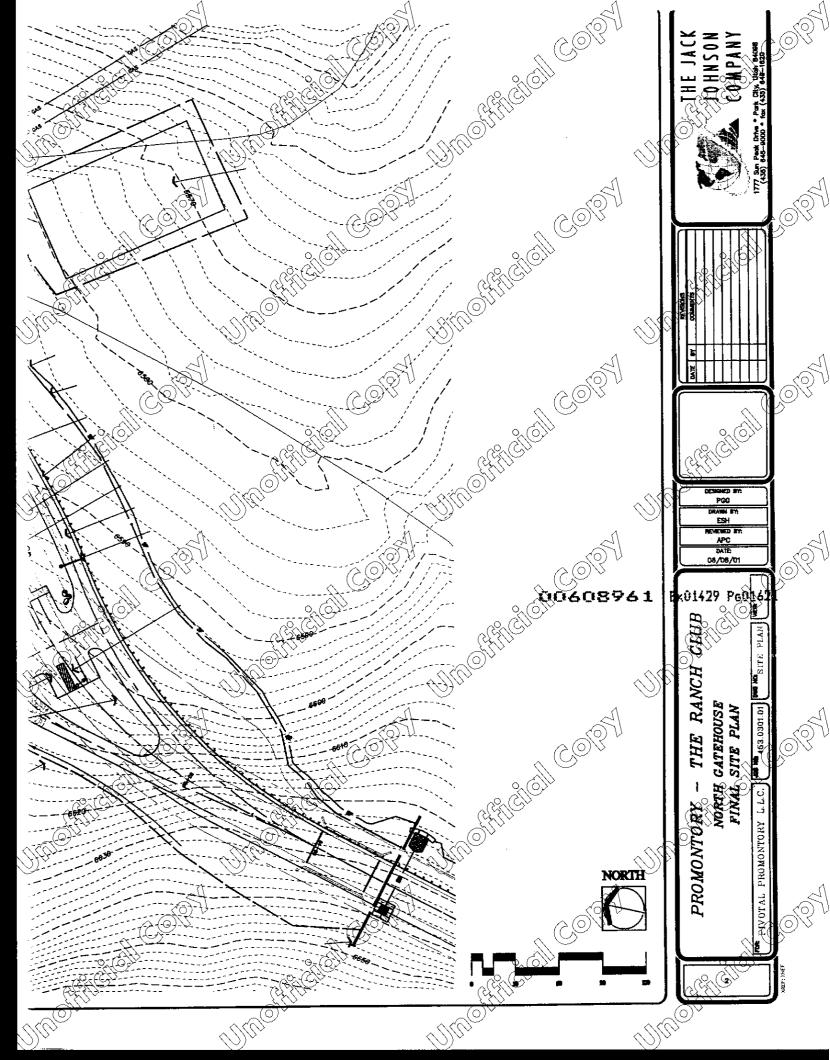
0.48 Acres

= 6384.40 Net Acres

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Ames Construction Ames Construction, Inc., 2000 Ames Drive, Burnsville, Mittaesota 55306 as Principal, and the St. Paul Fire and Marine Pasurance Company, 385 Washington Street, St. Paul, MN 55 (92), 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

Surantit County, Utah

as the Obligee, in the sum of Seven Hundred Sixty-Eight Thousand Three Hundred Seventy and for the payment whereof well and truly to be made, the Principal and the Surety bind themselves, 📯 (?)`(768,370.00) DOLLARS; their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

SIGNED, sealed, and dated this 29th

August,

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 Mustral Co work, then this obligation shall be null and gold; otherwise to remain in full force and effect.

raond G. Ames, Vice President

ST. PAUL FIRE AND MARINE INSURANCE COMPANY 

Bruce N. Telander, Attorney-in-Fact

00608961

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State of	MINNESOTA )	ss. On this	29 th day of	August	2001
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is the_ of	Atı	torney-in-Fact	INE INSURANCE CO		
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## The St Paul

#### POWER OF ATTORNEY

Seaboard Surety Company

- St. Paul Fire and Marine Insurance Company
- St. Paul Guardian Insurance Company
- St. Paul Mercury Insurance Company

Enter States Fidelity and Guaranty Company Fidelity and Guaranty Insurance Company Fidelity and Guaranty Insurance Underwhiters, Inc.

Power of Attorney No. 2179

Certificate No. 0 01037

KNOW ALL WEN 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 Grantian Insurance Company and St. Paul Merchy (Insurance Company are corporations duly organized under the laws of the State of Minnesota, and that United States Deletity and Guaranty Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Quaranty Insurance Under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do Bereby make, constitute and appoint

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

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		is named above, to sign its i				
		niare thereof on behalf of the				gwaranteeing the
percomance of contracts a	ing executing or guaran	neeing bonds and undertakii	ugs reduired or permyt	ze in any actions or pi	accounts allowed by take	
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	Z-1 11	nd Marine Insurance Com	<b>1</b> 1 1		nty Insurance Company	
	7/7	lian Insurance Company		Fidelity and Guarat	it@Insurance Underwriter	s, Inc.
A.O.	/ 💛 - St. Paul Merci	ıry Insurance Company 🚿	$\rightarrow$	A (Q	7 10	
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City of Datellique	<b>9</b>	<b>\$</b>	$\bigcirc$		LIONING COURT	nasiatanii accidialiy
E AL		3.6	2000			

(in) Witness Whereof. I hereunto set my hand (up) official seal.

corporations by themselves as duly authorized officers.

My Commission expires the 13th day of with 2002.

OCA EASLEY ON THE PROPERTY OF THE PROPERTY OF

Thomas E. Huibregtse, who acknowledged themselves to be the Vice President and Assistant Secretary, respectively, of Seaband Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, United States Fidelity and Guaranty Company, Fidelity and Guaranty Insurance Company, and Fidelity and Guaranty Insurance Company, and Fidelity and Guaranty Insurance Company, and Fidelity and Guaranty Insurance Underwriters, Inc.: and that the seals affixed of the Bregoing 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

Reberca to asless Inokala

, before me, the undersigned officer, personally appeared John F. Phinney and

REBECCA EASTE ONOKALA. Notary Public

00608961 8k01429 @c@1627

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

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Seaboard Surety Company St. Paul Fire and Marine insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, United States Fidelity and Quantum Company, Rue (1) and Guaranty Insurance Company, and Fide (1) and Guaranty Insurance Underwriters, Inc. on September 2, 1998, which resolutions are pow in full force and देईहिटो, reading as follows: RESOLVED, that in connection with the onelity and surery insurance business of the Company, all bonds, undertakings, contracts and other instruments relating to said business may be signed, executed, and acknowledged by persons or entities approinted 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 entered, 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 serviced 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 validity attached; and RESOLVED FURTHER, that Attorney(s)-in the Small have the power and authority, and the taxes, subject to the terms and limitations of Power of RESOLVED FURTHER, that Attorney(s)-pa-yet saum nave the power and dumority, and the Company to any and all bonds and undertakings, and other attorney issued them, to execute and deliver an dehalf of the Company and to attach the sear 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 Attorne (4s)-in-Fact shall be as binding upon the Company is if signed by an Executive Officer and sealed and arrested 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 copyrect copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been covoked. (O) IN TESTIMONY WHEREOF, I hereunto set my hand this

Thomas E. Huibregese) To verify the authenticity of this Power of Mitorney, call 1-800-121-3880 and ask for the Rower of Attorney cierk. Please refer to the Power of Attorney number, the above-named individuals and the details of the bond to which the power is attached.

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Machine Color PERFORMANCE BOND

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

lumnit 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 thur to be made, the Principal and the Surety bind themselves their heirs, executors, administrators, successors and assigns wintly and severally, firmly by these

August, SIGNED, sealed, and dated this

WHEREAS the Principal has agreed to Derform:

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

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

AMES CONSTRUCTION, INC.

Aymond G. Ames, Vice President

ST. PAUL FIRE AND MARINE INSURANCE COMPANY 

Telander, Attorney-in-Fact

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and that	said instrument w	(If no seal so st. vas executed in	behalf of sam	ove as to corporate seal) id corporation by
authority acknowledg	of its Board of Di ged said instrume	~11	<del></del>	mond G. Ames
corporatio	(B) \( \sqrt{1} \)			
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	NOTARY PUBLIC - MINNESOTY HENNEPIN COUNTY  My Commission Explice Van. 31, 2005		ssion expires_	Comity
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	HENNEPIN COUNTY	My commi	Publicssion expires	
· · · · · · · · · · · · · · · · · · ·	My Commission Expires Jan. 31, 2005			
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## The St Pat

#### WER OF ATTORNEY

Seaboard Surety Company

St. Paul Fire and Marine Insurance Company

St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company

Linited States Fidelity and Guaranty Company Fidelity and Guaranty Insurance Company

Ridelity and Guaranty Insurance Underweiters, Inc.

Power of Attorney No.

Certificate No.

KNOW ALL MEN BY THESE PRESENTS: That Seaboard Surery 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 Fide My and Guaranty Company is a corporation the Francisco under the laws of the State of Man Hand, and that Hoelity and Guaranty Insurance Company is a comparation 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 pereby make, constitute and appoint

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

Minneapolis

of the City of , their true and lawful Attomey(s) in Fact, each in their reparate 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, and entirely the control of the con confidents and other written instruments in the nature thereof on behalf of the Companies in their outliers of guaranteeing the fidelity of persons countries on the fidelity of persons countries the performance of contracts and executing or guaranteen bonds and undertakings required or permitted in any actions or proceedings allowed by letter

IN WITNESS WHEREOF, the Companies there caused this instrument to be signed and scaled this

2000

Seaboard Surety Company

St. Paul Fire and Marine Insurance Company

₿t. 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

2000 before me, the undersigned officer, personally appeared John E. Phinney and Thomas E. Huibregtse, who acknowledged themselves to be the Vice President and Assistant Secretary, respectively, of Seaband Surety Company. St. Paul Fire and Marine Insurance Company St. Paul Guardian Insurance Company. St. Paut Werdury Insurance Company. United States Figury and Guaranty Company. Fidelity and Guaranty Insurance Company and Fidelity and Guaranty Insurance Underwriters, Inc.: and that the seals affixed to the to regain 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.

Winess Whereof. I hereunto set my hand and official seal.

र्षाy Commission expires the 13th day of√ए्राफ़्रि

REBECCA EASLEY ONOKALA, Notary Public

(8)203 Rev. 7-2000 Printed in U.S.A

This Power of Attorney is granted under and by the cuttors of the following resolutions adopted by the Boards of Directors of Seaboard Surety Company, St. Paul Fire and Warine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, United States Fidelity and Guardian 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 vide lity 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, either by the Chairman, or the President, or any Vice President, or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of the foregoing officers and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Attorney(s)-in-Fact for purposes only of executing and autesting bonds and undertakings and other withings obligatory in the nature thereof, and subject to any limitations set forth therein, any such Power of Automey or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company, and any such power so exe cuted and sertified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is Qalidly attached; and

RESOLVED FURTHER, that Attorney(s) in Face shall have the power and authority, and the case, subject to the terms and limitations of the Power of Stromey issued them, to execute and deliver of 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 Attorneys) in-Fact shall be as binding upon the Company as if signed by an Executive Officer and sealed and agregation by the Secretary of the Company.

I, Thomas E. Huibregtse, Assistant Secretary of Seaboard Surety Company, St. Paul Bire 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 edprect copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been evoked.

IN TESTIMONY WHEREOF, I hereunto set my hand this



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Thomas E. Huibregse

To verify the authenticity of this Power of Morney, call 1-800-121-3880 and ask for the Power of Attorney clerk. Please refer to the Power of Attorney number. Um official color Und Ethingle III the above-named individuals and the defails of the bond to which the power is attached.

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Uno Hildell Colord PERFORMANCE BOND 

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

as Principal, and the Ames Construction, Inc., 2000 Ames Drive, Burnsville, Minnesota 55306 St. Paul Fire and Marineth Surance Company, 385 Washington Street, St. Paul, MN 55(02, a corporation organized under the laws of the State of Minnesota and duly authorized to transact Utah as Surety, are held and firmly bound unto business in the state of

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

SIGNED, sealed and day

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Umothidall copy

WHEREAS the Principal has agreed to perform:

Promontory, I-80 Ranch Exitto Silver Summit Industrial Park, Summit County, Utah DEEK 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 this force and effect.

CONSTRUCTION, INC

avmond G. Ames, Vice Rresident

- AU. ST. PAULIFIRE AND MARINE INSURANCE COMPANY

Telander. Attorney-in-Fact

CATILITIES .			
State of MINNESOT	A CKNOWLEDGMENT O	F CORPORATION	
County of HENNEPIN	) ss. On this  before me appear  own, who, being by m	ed Raymond	······································
e corporation, tha	STRUCTION, INC.	to the foregoing	instrument is the
	[ ] / _		ove as to corporate seal)  description by  mond G. Ames
acknowledged said corporation			
MOTARY PUR		ry Public expires_	County,
	Marrie II	Ngg	
		CORPORATE SURET	
State of MINNESOTE	On this	ed O Bruce N.	rust 2001 Telander
to me personally ky is the  of  ST.	Attorney-in-Fact PAUL FIRE AND MARINE	insurance company	
corporate seal of in behalf of said that said	the seal affixed to said corporation and corporation by author Bruce No Telander sed of said corporation	d that said instru rity of its Board _acknowledged said	ment was executed of Directors, and
NICOLE NOTARY PUBLICATION OF THE	OSON & NOTA	Public expires	County,
HENNEPIN My Confirmation Exp	ires Jan. 31, 2005		6001
My Continues on Ex		004089	
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### Seaboard Surety Company Auted States Fidelity and Guaranty Company St. Paul Fire and Marine Insurance Company Fidality and Guaranty Insurance Company St. Paul Guardian Insurance Company Fidelity and Guaranty Insurance Underwriters, Inc. St. Paul Mercury Onsurance Company Power of Attorney No. Certificate No. KNOW ALL MEN BY THESE PRESENTS: That Seaboard Surery 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 and er the laws of the State of Minnesota, and that United States Fleelity and Guaranty Company is a corporation only organized under the laws of the State of Many land, and that Pidelity and Guaranty Insurance Company is a comporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc. is a corporation duly organized ander the laws of the State of Wisconsin (herein sollectively 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 Minnesora of the Cityof , their true and lawful Attorney(some act. 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 and relatings. contribute and other written instruments in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons and accompanies in their business of guaranteeing the fidelity of persons and accompanies in their business of guaranteeing the fidelity of persons and accompanies in their business of guaranteeing the fidelity of persons and accompanies in the fidelity of persons and accompanies and accompanies are accompanies and accompanies and accompanies are accompanies performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law. 2000 N WITNESS WHEREOF, the Companies thave caused this instrument to be signed and scaled this Seaboard Surety Company United States Fidelity and Guaranty Company St. Paul Fire and Marine Insurance Company Fidelity and Guaranty Insurance Company t. Paul Guardian Insurance Company Fidelity and Guarante Insurance Underwriters, Inc. St. Paul Mercury Insurance Company State of Maryland City of Baltimore THOMAS E, HUBRECTSE, Assistant Secretary 2000 May On this before me, the undersigned officer, personally appeared John F. Phinney and Thomas E. Huibregtse, who acknowledged themselves to be the Vice Presidentland Assistant Secretary, respectively, of Seaboard Surety Company, St. Paul Fire and Marine Insurance Company & Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, United States Figshin and Guardian Company, Fidelity and Guaranty Insurance Company, and Fidelity and Guaranty Insurance Linderwriters. 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. Rebecca Easley NOTARY In Witness Whereof, I hereunto set my hand and official seal. My Commission expires the 13th day of July 2002 REBECCA EASOE (QNOKALA, Notary Public 85203 Rev. 7-2000 Printed in U.S.A

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

RESOLVED, that in connection with the radelity 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 entiries appointed as Attorney(s)-in-Fact pursuant to a Rower 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 organized, 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 Risorney or to any certificate relating thereto appointing Attorney(s)-in-Fact for purposes only of executing and accessing bonds and undertakings and other writings obligatory in the nature thereof, and subject to any limitations set forth therein, any such Power of Arthrney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company, and any such power so exec cuted and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is alidly 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 st the Company to any and all bonds and undertakings, and other writings obligatory in the nature thereof, and any such instrument executed by such Attorness obligatory in the nature thereof, and any 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 centify that the above and foregoing is a true undergreet copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

0 IN TESTIMONY WHEREOF, I hereunto set my hand this

Oral official Colory









Thomas E. Huibregre

To verify the authenticity of this Power of Storney, call I-800-421-3880 and ask for the Bower 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. 

· Whoffield copy

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On Cost	Deer		BONE	
	Deer	Crossing West		
		Contra	act Totals	
Code	Description	Quantity Measure	Unit Price Value	
	Clearing and Grubbing Frosion Control	4.10 AC	\$ 1,071(00 \$ 4,31	91
	Strip and Stockpile Topsoil	4,392 CY	\$ 2.93 \$ 4,36 \$ 1.55 \$ 6,86	
	Site Excavation (common)  Rip-rap, Machine placed	12,970 CY 2 TN	1.96 \$ 25,42 \$ 9.27 \$	21
	Final Clean-Up	1 (80)	\$ 1,120.00 \$ 1,1	
)[1] 9265	6" Aggregate Base Course	3,600 % TN	\$ 9.950 \$ 35.83	
	10" Select Sub-Base	6,000 (O) TN	\$ 6.750 \$ 40,50	
7/27	4" Bituminous Surface Course Topsoil spreading	80,000 SF 3,590 CY	\$ 0.85 \$ 68,00 \$ 3.00 \$ 10,50	I
	Revegitation / Hydro Mulch	3 AC	\$ 3.00 \$ 10,50 \$ 2,210,00 \$ 6,60	<del></del>
0201	5 Storm Drain	178 LF	\$ 97.90 \$ 3,18	36
	C BORCP	178 LF	\$ 17.90 \$ 3,18 \$ 20.76 \$ -	
	24" RCP 36" RCP	LF	\$ 27.30 \$ -	
UND FEET COTAL TOTAL	5.3 x 4.0 Arch CMP	LF ()	\$ 44.00 \$ - \$ 89.00 \$ \@	_d(o),
(430)	SD Inlet	3 (), () EA	\$ 1,500.00   \$ (4,5)	<u> </u>
	Remove existing equiverts SUBTOTAL	LF	\$ 16.00   \$ \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \)	32
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		TRUCTION COST	\$ 253,53	32 38 39
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PERFORMANCE BOND

Bond No. <u>SH7398</u>

# · 6001

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

Summer County, Utah

as the Obligee, in the sum of One Hundred Twenty-Six Thousand and no/100  $\mathbb{C}(\mathbb{C}^{\times})$  (126,000.00) DOLPARS, 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

Umothiglell color

Umortheloll copy

29th

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 constructed, or have constructed, the improvements herein described and shall save the Obligee harmless from any loss, cost or damage by reason of its failure to complete said on the state of th .d vi work, then this obligation shall be null and void; otherwise to remain in full force and effect.

AMES CONSTRUCTION, INC.

Raymond G. Ames, Vice President

ST. PAUL FIRE AND MARINE INSURANCE COMPANY Uno Hileloll Gold

Bruce N. Telandero Attorney-in-Fact

BK01429 E601639

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A COLLEGIO	ACKNOWLEDGMEN	r of corporation	A. A	
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State of MINNESOT	) ss. On this	29 th day of	August Mond G. Ames	2001
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V-1	STRUCTION, INC. at the seal affixe said corporation,	ed to the forego	oing instrument	is the
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## POWER OF ATTORNEY

Seaboard Surety Company

St. Paul Fire and Marine Insurance Company

St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company

United States Fidelity and Guaranty Company ্রিটেপ্রাম্য and Guaranty Insurance Company Fidelity and Guaranty Insurance Underwitters, Inc.

Power of Attorney No.

Certificate No.

KNOW ALL MENBY THESE PRESENTS: That Seaboard Surery 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 Assurance Company are corporations duly organized under the laws of the State of Minnesota, and that United States therity and Guaranty Company is a corporation duty organized under the laws of the State of Maryland, and that Fidelity and Guaranty Insurance Company is a Comporation duly organized under the laws of the State of Iowa, and that Fidelity and Squaranty Insurance Characteristics. Inc. is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and was the Companies do refeby 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 N	Ni-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, waste	rtakings.
conducts and other written instruments in the nature thereof on behalf of the Companies in there beginness of guaranteeing the fidelity of persons guarantee	eing the
performance of contracts and executing or guarungeing bonds and undertakings required or permanent in any actions or proceedings allowed by the	-

Seaboard Surety Company

WITNESS WHEREOF, the Companies have caused this instrument to be signed and realed this

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.











2000

THOMAS ENURREGTSE, Assistant Secretary

Tiste of Maryiand City of Baltimore

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, Figerily 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

corporations by themselves as duly authorized officers.

Miness Whereof, I hereunto set my hand and othicial seal.

Commission expires the 13th day of Jan



REBECCA EASKE ONOKALA. Notary Public

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

This Power of Attorney is granted under and by the guttering of the following resolutions adopted by the Boards of Directors of Seaboard Surety Company, of Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, United States Fidelity and Guarante Company. Hidelin and Guaranty Insurance Company, and Adelin 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 factive 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 entiries appointed as Attorney(s)-in-Fact pursuant to a Rower of Attorney issued in accordance with these resolutions. Said Power(s) of Attorney for 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 adesting bonds and undertakings and other witings obligatory in the nature thereof, and subject to any limitations set forth therein, any such Power of Anomey or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company, and any such power so executions. cuted and cartified 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 a (idly attached; and RESOLVED FURTHER, that Attorney(s)-in-Ego shall have the power and authority, and in any ease, subject to the terms and limitations by the Power of Shomey 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 Attorneys) in Fact shall be as binding upon the Company as it signed by an Executive Officer and sealed and attested to by the Secretary of the Company. I, Thomas E. Huibregtse. Assistant Sectetary of Seaboard Surety Company, St. Paul Eire 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 centify that the above and foregoing is a true and edgreet copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked. IN TESTIMONY WHEREOF, I hereunto set my hand this August Thomas E. Huibregtse Who official copy Uno Afficial Gold To verify the authenticity of this Power of Attorney, call 1-800-121-3880 and ask for the Power of Attorney clerk. Please refer to the Power of Attorney number, the above-named individuals and the details of the bond to which the power is attached. OLD SEETIGICAL COLDS Umbertalea Copy

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				BOND C	
		West Entry Gate			]
		~ ~ ~ ~	Contract Totals	000	1
	Code Description	Quantity	Unit Measure Unit Price	Scheduled Value	4
Γ.	Landscape			:	
-	Tree/Spruce	(0)	(0) (	\$ 62,000 \$ 10,000	
	Irrigation - drip system	3	700	\$ 25,000	
	Exterior Lights			\$ 8,000	
	SUBTOTAL			\$ 105,000	
	OTAL SCHEDULE OF VALUES		3.57	\$ 405,000	1
	SOND COST = 120% OF CONSTRUCTION CO			\$ 726,000	1
	Summit Co. Inspection Fee = 1.5% of Constr	uction Cost		1,575	]
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Une Hiteld Copy Unofficial Color

Uno Hildell Colord PERFORMANCE BOND

Bond No. <u>SH7394</u>

Ames Construction Ames Construction, Inc., 2000 Ames Drive, Burnsville, Minnesota 55306 as Principal, and the St. Paul Fire and Marine Disurance Company, 385 Washington Street, St. Paul, MN 55192, a corporation organized under the laws of the State of Mixinesota and duly authorized to transact business in the state of Utah as Surety, are held and firmly bound unto

Summed County, Utah

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

Unothigical colors

Umothical colory

29th

August,

WHERE AS the Principal has agreed to perform:

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

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

Raymond G. Ames, Vice President

ST. PAUL FIRE AND MARINE INSURANCE COMPANY 

Bruce N. Telander, Attorney-in-Fact

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and that	seal of said c said instrument of its Board o	(If no seal at was execute	ed in behalf	of said corpora Raymond G. A	ation by
_	lged said inst	A	•	<del></del>	of said
	NICOLE OLSON NOTARY PUBLIC - MINIMESO HENNEPIN COUNTY My Commission Expires (19), 31, 2		commission ex	County,	
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	ACKI	NOWLEDGMENT OF	CORPORATE SUF	P.F.P.	3011 CO1031
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the Erree	act and deed of  NICOLE CLS	444444 # <b>77</b> 0	taxi Public	County,	<u> </u>
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NW offer		×			· · · · · · · · · · · · · · · · · · ·

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POWER OF ATTORNEY

Seaboard Surety Company

St. Paul Fire and Marine Insurance Company

St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company

United States Fidelity and Guaranty Company Gidelity and Guaranty Insurance Company Ridelity and Guaranty Insurance Underwiters, Inc.

Power of Attorney No.

31794

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 Under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do reject which appoint the laws of the State of Wisconsin (herein collectively called the "Companies").

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

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A	\$t. Paul Guard	iian Insurance Company	55/	Fidelity and Guaran	tr knsurance Underwriter	s, Inc.
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State of Maryland	(2/2		>,	10,-03	
City of Baltimore	~(0)		46		THOMAS E. HUTEREGTSE.	Assistant Secretary
	(7))7.		222		(7)/2	
On this 5th	day of	May	2000 before me.	the undersigned office	er, personally appeared Joh	n F. Phinney and
Thomas E. Huibregtse, who	ာ ချင်ပြက်owiedged them	selves to be the Vice Presid	ient and Assistant Secr	etary, respectively, of	Seaboard Surety Company.	St. Paul Fire and
Marine Insurance Company	્ર્યું. Phul Guardian L	isurance Company, St. Paut	Mercury Insurance Co	mpany, United States J	Eidelity and Guaranty Com	pany. Fidelity and

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

My Commission expires the 13th day of July 2002.

corporations by themselves as duly authorized officers



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

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REBECCA EASLE CONOKALA. Notary Public

00608961 Bx01429 Pc01646

@0203 Rev. 7-2000 Printed in U.S.A

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Seaboard Surety Company Sh 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 fall force and effect, reading as follows: RESOLVED, that in connection with the Adelty 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 αγονέχοι 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 Chaigman, or the President, or any Vice President, or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designature of such officers may be singly aved, printed or lithographed. The signature of such of the foregoing officers and the seal of the Company that be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appoint Attorney(s)-in-Fact for purposes only of executing and subject the limitations and undertakings and other withings obligatory in the nature thereof, and subject to any limitations set forth therein, any, such Power of Atterney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company, and any such power so executed and somified by such racsimile signature and facsimile soal 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 sade, subject to the terms and limitations are power of Avorney issued them, to execute and deliver on dehalf 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, antany such instrument executed by such Attorne(3) m-Fact shall be as binding upon the Companions it signed by an Executive Officer and sealed and attested to by the Secretary of the Company. I, Thomas E. Huibregtse, Assistant Secretary of Seaboard Surety Company. St. Paul Cite and Marine Insurance Company, St. Paul Citerian 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 contry that the above and foregoing is a true and correct copy of the Power of Attorney executed to said Companies, which is in full force and effect and has not been worked. (0 IN TESTIMONY WHEREOF, I hereunto set my hand this 1951 Thomas E. Huibregtse To verify the authenticity of this Power of Attorney, call 1-800-421-3880 and ask for the Rower of Attorney clerk. Please refer to the Rower of Attorney number, Unio Rhielicili Colori Uno Harialoll color ON CARTICAL COLORS the above-named individuals and the details of the bond to which the power is attached. Ora official Colory The still Gold of -47 ON

· .	9T) C.S.	57	C061	
				BOND COST
Cost Code	Description	Vest fills	Contract Totals	Scheduled
	Clearing and Grubbing Tosien Control Strip and Stockpile Topsoil Site Excavation (common) Rip-rap, Machine placed Final Clean-Up	5,000 11,679 37,379 20	AC \$ 1,074.00 \$ LF \$ 2.83 \$ CY \$ 1.55 \$ CY \$ 9.27 \$ N \$ 9.27 \$ \$ 1,120.00 \$	11,674 12,650 18,102 73,263 185 1,120
	"Aggregate Base Course "Select Sub-Base "Bituminous Surface Course "opsoil spreading Revegitation / Hydro Mulch	7,800 14,200 185,900 3,439	TN \$ 9.950 \$ TN \$ 6.750 \$ SF \$ 0.85 \$ CY \$ 3.00 \$ AC \$ 2,21000 \$	95,850 158,015 10.317
	Horm Drain LET RCP 18" RCP 24" RCP 36" RCP 5.3 x 4.0 Arch CMP	398	LF \$ 17.90 \$ LF \$ 20.76 \$ LF \$ 27.30 \$ EA \$ 1,500.00 \$	9,503 4,224 8,262 - - - - - - - - - - - - - - - - - -
	Guard Rail	517	LF \$ 21.50 \$	(3)¥2116
	HEDULE OF VALUES TEL 20% OF CONSTRUCTION COST White Inspection Fee = 1.5% OF CONS THE INSPECTION COST THE INSP			
				Bx01429 Pc01848
Diving High			A	
	S. M. C.	EEJ)	000408941	Br01429 P601848
7.WO,			S	

PERFORMANCE BOND

6001

Ames Construction, Inc., 2000 Ames Drives

St. Paul Fire and Manie Construction Ames Construction Ames Construction Ames Construction C Ames Construction, Inc., 2000 Ames Drive, Burnsville, Minnesota 55306 as Principal, and the St. Paul Fire and Marine Phsurance Company, 385 Waskington Street, St. Paul, MN 55192, a corporation organized under the laws of the State of Minnesota and duly authorized of 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 trails 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

Olus stilligical Goldan

Umostilicil dopy

29th

August,

WHEREAS the Principal has agreed to perform:

Promontory, I-80 Ranch Exit to Silver Summit Industrial Park, Summit County, Utah MOŘŤH 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 The fill of the state of the st work, then this obligation shall be null and goid; otherwise to remain in full force and effect.

Raymond G. Ames,

ST. PAUL FIRE AND MARINE INSURANCE COMPANY

Bruce N. Telander, Attorney-in-Fact

Bk01429 @01649

	ÀCKNOWLEDGMENT	OF CORPORATION		
State of MINNESOTA County of HENNEPIN to me personally ka) ss. On this) before me appea nown, who, being by	red Raymor	d G. Ames	2001
is the Vice Pres of AMES CONS a corporation, tha	sident STRUCTION, INC. It the seal affixed			the
authority of its Bo	crument was execute pard of Directors; a	and that saidR	said gorporatio Laymond G. Ames	n by
acknowledged said corporation		TANKONO	and deed of	said
NOTARY PU HENNE		cary Public commission expires	County,	
	ACKNOWLEDGMENT OF	CORPORATE SURET	A Ov	
State of MINNESOT.	On this	29 day of 1		2001
to me personally is the	before me appea nown, who, being by Attorney-in-Fact PAUL FIRE AND MARIN	me duly sworn, die	<u> </u>	he a a
corporation that corporate seal of	the seal affixed said corporation a corporation by auth	to the foregoing nd that said inst	instrument is rument was exed d of Directors	the cuted
the Free act and d	eed of said corporat	taton.	The state of the s	· · · · · · · · · · · · · · · · · · ·
NOTARY HEALING	BLIC-MINNESOTA \$ MY	eommission expires	J	
My Commession	n Expires Jan. 31, 2005 \$	A COCOS	961 Bk01429 Pg0	1650
		UM HALLENGO & CO.		

The St Paul

ER OF ATTORNEY

Seaboard Surety Company

- St. Paul Fire and Marine Insurance Company
- St. Paul Guardian Insurance Company
- St. Paul Mercary Lisurance Company

United States Fidelity and Guaranty Company Ridelity and Guaranty Insurance Company Fidelity and Guaranty Insurance Underweiters. Inc.

Power of Attorney No.

Certificate No.

KNOW ALL MEN BY THESE PRESENTS: That Seabound Surety Company is a corporation duly organized under the laws of the State of New York and that St. Paul Fire and Marine Insurance Company. St. Paul Cognitish Insurance Company and St. Paul Mercory Insurance Company are corporations duly organized under the laws of the State of Minnesota, and that United States Fidelity and Guaranty Company is a corposation daily organized under the laws of the States of Maryland, and that Exercises and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Laderwriters. Inc. is a corporation duly organized under the laws of the State of Wisconsin (herein vollectively called the "Companies"), and that the Companies do Gereby make, constitute and appoint

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

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TATTITUTE	$\nu \nu \nu \nu \nu$

Minnesota

of the City of Q . their true and lawful Attorney (Spin-Fact, eaching (high separate capacity if more than one is names above, to sign its name as surety to, and as speciale, seal and acknowledge any and all bonds are acknowledge any and all bonds are acknowledge any and all bonds are acknowledge. contributed and other written instruments in the next of the rection on behalf of the Companies in the fluctures of guaranteeing the fidelity of personal dynamice ing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

WITNESS WHEREOF, the Companies have caused this instrument to be signed and scaled this

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 Assurance Company

Fidelity and Guaranty Insurance Underwriters, Inc.













State of Maryland City of Baltimore

THOMAS, E. HUBREGTSE, Assistant Secretary

2000 May before me, the undersigned officer, personally appeared John F. Phinney and Thomas E. Huibregtse, who acknowledged themselves to be the Vice President and Assistant Secretary, respectively, of Seabhard Surety Company. St. Paul Fire and Marine Insurance Company St. Paul Guardian Insurance Company. St. Paul Medicury Insurance Company, United States finderly and Guaranty Company. Fidelity and Guaranty Insurance Compound, and Fidelity and Guaranty Insurance Ungle Writers. Inc.: and that the seals affixed to the following instrument are the corporate seals of the contract of the corporate seals of the corporate seals of the corporate seals affixed to the corporate seal said Companies: And that they, as such, being authorized so so do lexecuted the foregoing instrument for the purposes therein contained by signing the names of the corporations by themselves as duly authorized officers.

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

My Commission expires the 13th day of Vill 2002.



SEENONOKALA, Notary Public

ලි6203 Rev. 7-2000 Printed in U.S.A

This Power of Attorney is granted under and by the support of the following resolutions adopted by the Boards of Directors of Seaboard Surety Company St. Paul Fire and Marine Insurance Company, St. Paul Guargian haurance Company, St. Paul Mercury Insurance Company, United States Fidelity and Guargaty Company, Fidebity and Guaranty Insurance Company, and Fidebity and Guaranty Insurance Underwriters, Inc. on September 2, 1998, which resolutions are down in tail force and ettect, 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 charaved, printed or lithographed. The signature of each of the foregoing officers and the seal of the Company that be affixed by facsimile to any Power of Andriley or to any certificate relating thereto aspointing Attorney(s)-in-Fact for purposes only of executing and antesting bonds and undertakings and other (withings obligatory in the nature thereof, and subject to any limitations set forth therein, any such Power of Antoney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding whon the Company, and any such power so exe cuted and retified 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 Pal(Dy attached; and RESOLVED FURTHER, that Attorney(s)-ig(Exclanal have the power and authority, and jift and ease, subject to the terms and limitations at the Power of Automey 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 in such instrument executed by such Attorneys. In Fact shall be as binding upon the Company is it signed by an Executive Officer and sealed and appeared to by the Secretary of the Company. I. Thomas E. Huibregise, Assistant Sectetary of Seaboard Surety Company, St. Paul Bire 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 certairy that the above and foregoing is a true and object copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not beef pevoled (0 IN TESTIMONY WHEREOF, I hereunto set my hand this Thomas E. Huibregisk To verify the authenticity of this Poger 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 Uno Atherial Golden Unional Colory CHENCIICAL COPY The official color 90608961

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Umostilical colors PERFORMANCE BOND

ENOW ALL MEN BY THESE PRESENTS, THAT WE,

Ulta official colory

Ames Construction, Inc., 2000 Ames Drive, Burnsville, Minitesota 55306 as Principal, and the St. Paul Fire and Marine theurance Company, 385 Washington Street, St. Paul, MN 55402, a corporation organized inder 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

Summir County, Utah

as the Obligee, in the sum of Two Hundred Seventy-Nine Thousand Five Hundred Six and (279,506.00) DOLLARS for the payment whereof well and truly to be made, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns jointly and severally, firmly by these presents.

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

Promontory, I-80 Ranch Exit is selver Summit Industrial Park Summit County, Utah WAPIEI

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

AMES CONSTRUCTION, INC.

Raymond G. Ames, Vice President

ST. PAUL FIRE AND MARINE INSURANCE COMPANY

Bruce N. Telander, Attorney-in-Fact

		ACKNOWLEDGMENT			
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State of	MINNESOTA)	a- + h i a A	29 th day of	- Andust	2001
County of	HENNEPIN)	s. On this before me appe		ymond G. Ames	he he
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and that	said instrume	(If no sea		ke out above as to corpora	
_	of its Board ged said ins	f }		Raymond G. An	mes of said
corporati			. A C. S. C.		
	NICOLE OLSO	NO	tary Public	County	
	HENNEPIN COUNTY My Commission Expires Jan	() Com	commission exp	pires	
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State of	MINNESOTA)	On this	29 th day of	August (2001
County of	HENNEPIN (S	before me appe		cuce N. Telander	he
is the of	Att	orney-in-Fact	NE INSURANCE CO		* ,a (
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The St Paul DOWER OF ATTORNEY Seaboard Surety Company (mited States Fidelity and Guaranty Company St. Paul Fire and Marine Insurance Company fidelity and Guaranty Insurance Company Fidelity and Guaranty Insurance Underwriters, Inc. St. Paul Guardian Pasurance Company St. Paul Mercury Phylirance Company Power of Attorney No Certificate No. KNOW ALL MEN BY THESE PRESENTS: That Seaboard Surety Company is a corporation duly organized under the laws of the State of New York, and that St. Paul Fige and Warine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of Minnesota, and that United States Fightly and Guaranty Company is a corporation day organized under the laws of the State of Maryland, and that (Extensity and Guaranty Insurance Company is a composition duly organized under the laws of the State of Iowa, and that Fidelity and Charles Insurance Underwriters. Inc. is a corporation duly organized under the laws of the State of Wisconsin (hereing effectively called the "Companies"), and that the companies do (ereby make, constitute and appoint Bruce N. Telander, R. W. Frank, John P. Martinsen, Gary & Soderberg, R. Scott Egginton, Donald R. Olson, Dennis J. Linder, John E. Tauer, Mary L. Charles, Linda K. French and Nina E. Werstein Minneapolis Minnesota of the Cityool . their true and lawful Attorseyy Fact. each in their separate capacity if more than one is name above, to sign its name as surety to, and to execute, seal and acknowledge any and all bonds and criakings. confuses and other written instruments in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons squarenteeing the pedicipaline of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by his 2000 IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and septed this Seaboard Surety Company United States Fidelity and Guaranty Company St. Paul Fire and Marine Insurance Company Fidelity and Guaranty Insurance Company St. Paul Guardian Insurance Company Fidelity and Guarants Insurance Underwriters, Inc. St. Paul Mercury Insurance Company State of Maryland THOMAS E. NUNBREGTSE. Assistant Secretary City of Baltimore 2000 before me, the undersigned officer, personally appeared John F. Phinney and On this Thomas E. Huibregtse, who aekinowledged 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 Merdury Insurance Company, United States Fideiny 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 (xxx uted the foregoing instrument for the purposes therein contained by signing the names of the corporations by themselves as duly authorized officers. Rebecca to aslen NOTARY Witness Whereof, I hereunto set my hand and official seal. REBECCA EASLER SNOKALA. Notary Public My Commission expires the 13th day of XXX 2002

@6203 Rev. 7-2000 Printed in U.S.A

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Seaboard Surety Company St. Paul Fire and Warine Insurance Company, St. Paul Guardian Discursive Company, St. Paul Mercury Insurance Company, United States Fidelity and Guardian Company, Hidelity and Guaranty Insurance Company, and Hidelity and Guaranty Insurance Underwriters, Ind. September 2, 1998, which resolutions are in will force and effect, reading as follows: RESOLVED, that in connection with the results 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 Rower of Attorney issued in accordance with these resolutions. Taid Power(s) of Attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman, or the President, or any Vice President, of an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engineed, 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 duesting bonds and undertakings and other wirings obligatory in the nature thereof, and subject to any limitations set forth therein, any such Power of Atterney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company, and any such power sockecuted and contribed 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 yallidly attached; and RESOLVED FURTHER, that Attorney(s)-in Figh mail have the power and authority, and in law case, subject to the terms and limitations of the Power of Afformey issued them, to execute and deliver on yenalf of the Company and to attach the seal of the Company to any and all bonds and under wings, and other writings obligatory in the nature thereof, and any such instrument executed by such Attorney Bin-Fact shall be as binding upon the Company si f signed by an Executive Officer and sealed and attested to by the Secretary of the Company. 1. Thomas E. Huibregtse, Assistant Secretary of Seaboard Surety Company, St. Paul Fife and Marine Insurance Company. St. Paul Suardian 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 serify that the above and foregoing is a true apactorized 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 Thomas E. Huibregest, Inder is a compared to the com 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, Uno Hallelli Coloni the above-named individuals and the details of the bond to which the power is attached. Um Afficial Golden

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		Waniti Canyon		BOND COST
		Wapiti Canyon		
	Cost	<u> </u>	Contract Totals Unit	Scheduled:
	Code Description Clearing and Grubbing	Quantity 14.50	Measure Unit Price	V V - live
	Erosion Control	8,566	LF \$ 2.53	\$ 15,530 \$ 21,672 \$ 6,071 \$ 50,913
-	Site Excavation (common)	3,917 25,976	CY \$ 0 1.55	\$ 6,071 \$ 50,913
	Rip-rap, Machine placed	8	TN \$ 9.27	\$ 74
	Final Clean-Up 9269	1	\$ \$ 1,120.00	\$ 1,120
	6" Aggregate Base Course		TN \$ 9.950	\$ 36.845
1100	10" Select Sub-Sase 4" Bitumiตูงนรู Surface Cou	5,700 Irse 74,300	TN \$ 6.750 SF \$ 0.85	\$ 38,475
<u>ا</u> ا	Topsoil spreading	9,625	CY \$ 3.00	\$ 28,875
-	Revegitation / Hydro Mulch 02015 Storm Drain	12	AC \$ 2,210,00	\$ 26,520 \$ - \$ 3,218 \$ -
	STRÉP	155	LF \$ 17.90	\$ -
-	18" RCP 24" RCP	199	LF \$ 20.76 LF \$ 27.30	\$ 3,218
	36" RCP		\$ 44.00	\$ -
	5.3 x 4.0 Arch CMP SD inlet	<u> </u>	\$ 89.00 EA \$ 1,500.00	\$
	Guard Rails	444	O LF \$ 21.50	\$ (9,546)
200	SUBTOTAL		, i	\$ 232,922
Ľ	OTAL SCHEDULE OF VALUES	4		\$ 232,922
E	OND COST \$120% OF CONSTRUCTION	of Construction Cost		\$ 232,922 \$ 279,506 \$ 3,494 1 Bk01429 P601658
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PERFORMANCE BOND

Bona No. <u>SH7378</u>

Ames Construction, Inc., 2000 Ames Design and Mesical St. Paul Fire an as Principal, and the Ames Construction, Inc., 2000 Ames Drive, Burnsville, Minnesota 55306 St. Paul Fire and Maring Thisurance Company, 385 Washington Street, St. Paul, MN 55169, a corporation organized under the laws of the State of Mamesota 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 -----(\$3PADP8.00) DOLLARS, for the 🤉 payment whereof well and the 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

Unothile dolor

Umortinalial 2019A

August,

WHEREAS the Principal has agreed to perform:

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

RANCHÉOMPOUND

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 hatmless from any loss, cost or damage by reason of its failure to complete said work, then this obligation shall be null and gold; otherwise to remain in full force and effect.

Raymond G. Ames, Vice President

ST. PAUL FIRE AND MARINE INSURANCE COMPANY

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

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State of	MINNESOTA )				
Deace of ,	) ss. (	on this	29 th day o		20 <u>01</u>
County of	HENNEPIN ) befor	re me appeare		aymond G. Ames	he
	Vice President	bearing by me	dury sworm	Outu say that_	
of	AMES CONSTRUCTION,				
a corpora corporate	tion, that the se seal of said corpo	al allixed t oration,	to the lore	going instrume	is the
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authority	of its Board of Di	rectors; and	i that said $i$	Raymond G.	Ames
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	My Commission Expires Van. 31, 2005	- -			
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	) (4)	On this	29th day o	f August &	2001
County of	HENNEPIN befor	re me appeare	ed B	ruce N. Telande	he
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of	ST. PAUL FIRI	E AND MARINE	<del> </del>	2.1	t is the
corporati corporațe	on that the seal seal of said corp			oing instrumer instrument was	CO } \
in behalf	of said corporati	on by author	rity of its ackslash	Board of Direc	tors, and
that said	Bruce M act and deed of Sa	Telander id corporation		d said instrum	ent to be
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Mwating of the contraction of th	HENNEPIN COUNTY  AT Commission Expires Jan. 31, 2005	^		~1100°	
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# The St Paul

## POWER OF ATTORNEY

Seaboard Surety Company

St. Paul Fire and Marine Insurance Company

St. Paul Guardian Insurance Company

St. Paul Mercury Onsurance Company

United States Fidelity and Guaranty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underweiters Inc.

Power of Attorney No.

Certificate No.

91032

KNOW ALL MEN BY THESE PRESENTS: That Seaboard Survey 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 Fieldly and Guaranty Company is a corporation duly organized under the laws of the State of Jowa, and that Fidelity and Guaranty Insurance Undertyriters. Inc. is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do the Base of the State of Wisconsin (herein collectively called the "Companies").

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

Minneapolis

of the City of th

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 Disprance Underwriters, Inc.

1927 CONSORAR

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Plant human

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Sate of Maryland City of Baltimore

THOMAS E. NAW CTSE. 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 Scaponid Surety Company. St. Paul Fire and Marine Insurance Company St. Paul Guardian Insurance Company. St. Paul Fire and Guaranty Insurance Company and Fidelity and Guaranty Insurance Companies: and that they as such, being authorized so to do Executed the foregoing instrument for the purpose therein contained by signing the names of the corporations by themselves as duly authorized officers.

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

My Commission expires the 13th day of June 2002



Rebecca to asley tookala

REBECCA EASLEX NO KALA, Notary Public

00608961 8k01429 PG01561

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

This Bower of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Seaboard Surety Company St Paul Fire and Warine 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 relative and surety insurance business of the Company, all bonds, undertakings, contracts and or the connection with the 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, either by the Chairman, or the President, or any Vice President, ar an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be and raved, printed or lithographed. The signature of the foregoing officers and the seal of the Company (may be affixed by facsimile to any Power of (and now or to any certificate relating thereto appointing Attorney(s)-in-Fact for purposes only of executing and anesting bonds and undertakings and other (withings 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 biading upon the Company, and any such power so exel cuted and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is श्रीरंपि श्रेगंached; and RESOLVED FURTHER, that Attorney(s)-in-Fact shall have the power and authority, and in an ease, subject to the terms and limitations of the Power of (Axomey issued them, to execute and deliver on behalf of the Company and to attach the seak of the Company to any and all bonds and undergatings, and other writings obligatory in the nature thereof, antight such instrument executed by such Attornexts) In-Fact shall be as binding upon the Company with 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 2966 Thomas E. Huibreges Assistant Secretary Who Affected Copy To verify the authenticity of this Power of Storney, call 1-800-421-3880 and ask for the Power of Attorney clerk. Please refer to the Power of Attorney number, Uno Hariella Colory Un official Color the above-named individuals and the details of the bond to which the power is attached Um Affiliation 2019

,			2007		
	Ranc		HOLL GOLD A	BOND COST	· ·
	Ranc	ch Compound Area	<u> </u>		
	Ranc		Contract Totals		
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	~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~	2,300 L 8,900 C	F \$≥ (0) \\2.53 \$	5,819	70/2
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200	SUBTOTAL		*	264,765	
LIOIA	AL SCHEDULE OF VALUES D COST = 120% OF CONSTRUCTION CO	OST	\$	264,765	
Sumr	nit Go. Inspection Fee = 1.5% of Constr	uction Cost	\$	264,765 317,718 3,971	20(3)
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PERFORMANCEBOND

Bose No. <u>SH7392</u>

KNOW ALL MEN BY THESE PRESENTS, THAT WE,

Umortination colors

Umostinaloll 2019A

Ames Construction. Inc., 2000 Ames Drive, Burnsville, Montesota 55306 as Principal, and the St. Paul Fire and Marine Tisurance Company, 385 Washington Street, St. Paul, MN 55183, a corporation organized under the laws of the State of Winnesota and duly authorized to transact business in the state of Utah as Surety, are held and firmly bound unto

Summet County, Utah

as the Obligee, in the sum of Sixty-Six Thousand One Hundred Eighty and no/100-----(\$66,180.00) DOLLARS, for the (6) Dayment whereof well and touly 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 WHEREAS the Principal has agreed to perform:

> Promontory, I-80 Ranch Exit to Silver Summit Industrial Park, Summit County, Utah BACK & DNTRY TRAILS

29th

NOW, THEREFORE, THE CONDITION OF THIS OBLAGATION 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 In the state of th JVC. work, then this obligation shall be null and void; otherwise to remain in full force and effect.

MES CONSTRUCTION, INC.

Raymond G. Ames, Vice President

ST. PAUL FIRE AND MARINE INSURANCE COMPANY

August,

Bruce N. Telander Attorney-in-Fact

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ACKNOWLEDGMENT OF CORPORATION

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	\sim 1) ss. On this		August pd G. Ames	_20 <u>01</u>
	County of HENNEPIN to me personally kn	_) before me appea own, who, being by			he O
	is the Vice Pres	TRUCTION INC.			
	of <u> </u>	t the seal affixed	to the foregoing	g instrument	s the
(2)	corporate seal of s	a fall corporation.	, so state, and strike or	it above as talsorpos	rate seal)
1100	and that said inst	rument was execut	ed in behalf of	said corporat	ion by
	authority of its Boacknowledged (said	ard of Directors; & instrument to be	$rac{1}{1}$ that said $rac{1}{1}$ the free act	Raymond G. Ame and deed o	
	corporation	1607	<	551	(O)
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ري رو	HENNEP	IN COURT MY Expires 3an 31, 2005	commission expire		
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			CORPORATE SURETY) V >	
	State of MINNESOTZ				2001
,	State>of MINNESOTZ	A_) On this	29 th o day of _	2119400	20 <u>01</u>
6	County of HENNEPIN	before me appe	ared Bruc	e N. Telander	he
1100	to me personally kan is the	Attorney-in-Fact	me quiy sworn, d	In say unat	
	of ST.	PAUL FIRE AND MARI	NÉ INSURANCE COMP	ANY Of the trumber	_,a is the \(\)
	corporate Seal of	said corporation a	to the foregoin	trument was e	xecuted)
	in behalf of said	corporation by aut	hority of its Boo	ird of Directo	rs;(and>
	that said the free act and d	Bruce N. Telander eed of Said corpora	acknowledged s	ald instrumen	O De
\ \ \@ ⁽	Ç{(S),		CENCILL .)
	NICE NICE	ODEOLSON \S $\overline{N_{O}}$	tar Public	County,_	
D.C.,	E COLOR	INEPIN COUNTY	Sommission expir	es WY	
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WER OF ATTORNEY

Seaboard Surety Company

St. Paul Fire and Marting Insurance Company

St. Paul Guardian Instrance Company

St. Paul Mercury Insurance Company

United States Fidelity and Guaranty Company Ridelity and Guaranty Insurance Company

Ridelity and Guaranty Insurance Underwriters Anc.

Power of Attorney No.

Certificate No.

KNOW ALL MEN BY THESE PRESENTS: That Seaboard Surety Company is a corporation duly organized under the laws of the State of New York, and that St. Paul Fire and Marine Insurance Company. St. Paul Guardian Exurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, and that United States Freelity and Guaranty Company is a corporation of the State of the State of Minnesota, and that United States Freelity and Guaranty Company is a corporation of the State of the State of Minnesota, and that United States Freelity and Guaranty Company is a corporation of the State of Minnesota, and that United States Freelity and Guaranty Company is a corporation of the State of Minnesota, and that United States Freelity and Guaranty Company is a corporation of the State of Minnesota, and that United States Freelity and Guaranty Company is a corporation of the State of Minnesota, and that United States Freelity and Guaranty Company is a corporation of the State of Minnesota, and the States of Minnesota of the State of Minnesota of the States of Minnesota of Mi that Fidelity and Guaranty Insurance Company is a company in a company insurance 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 volvectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

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

Minneapolis

Minnesota

_, their true and lawful Attorney(s) in Pact of the City of each in their separate capacity if more than one is named shower to sign its name as surety to, and to execute seal and acknowledge any and all bonds, properties in their separate capacity if more than one is named shower to sign its name as surety to, and to execute seal and acknowledge any and all bonds, properties in the capacity of the capacity of the capacity is more than one is named shower to sign its name as surety to, and to execute seal and acknowledge any and all bonds, properties are the capacity of the capac conflicts and other written instruments in the natural netter on behalf of the Companies in their fixed of guaranteeing the fidelity of persons confirmationing 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

2000

Scaboard Surety Company

(\$t. 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.







THOMAS E. HONGRENTSE. Assistant Secretary

State of Maryland City of Baltimore

On this

2000

before me, the undersigned officer, personally appeared John F. Phinney and Thomas E. Huibregtse, who acknowledged themselves to be the Vice Presidentiand Assistant Secretary, respectively, of Seabourd Surety Company, St. Paul Fire and Marine Insurance Company St. Paul Guardian insurance Company. St. Paul Mercury Insurance Company. United States Fightin and Guaranty Company. Fidelity and Guaranty Insurance Company and Fidelity and Guaranty Insurance Underwitters. Inc.: and that the seals affixed to the foregoing instrument are the corporate seals of said Companies: and the rhey, 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.

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

My Commission expires the 13th day of √w/√

REBECCA EASLEY OF TKALA. Notary Public

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

His 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 Fife and Marine Insurance Company, St. Paul Guaranty Company, St. Paul Mercury Insurance Company, United States Fidelity and Guaranty Company, ridelity and Guaranty Insurance Company, and Fidelity and Guaranty Insurance Underwriters, Ize on September 2, 1998, which resolutions are now in full force and Offect, 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 bower of Attorney issued in accordance with these resolutions. Said Power(s) of Attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman, or the President, or any Vice President of an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the foregoing officers and the seal of the Campany may be affixed by facsimile to any Power of Attorney or to any certificate relating thereof 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, and such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company, and any such power so cite cute Onto Dertified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which jois valialy attached; and RESOLVED FURTHER, that Attorney(s)-in Fast 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 deliveral behalf of the Company and to attach the sea protect Company to any and all bonds and uncertakings, and other writings obligatory in the nature thereof and any such instrument executed by such Artonsy (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 here to deriffy that the above and foregoing is a true and order copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked. IN TESTIMONY WHEREOF, I hereunto set my hand this August day of Unofficial copy Thomas E. Huibregge Assistant Secretary thi. .uals and 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 Idwer of Attorney number, the above-named individuals and the details of the bond to which the power is attached. OR OFFICE COLON Ola Chiging Colon

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				BOND C	20101
	Back Country Trail System				
			Contract Totals		
	Cost Description	Quantity	Unit Measure Unit Pr	ice Value	
	Based on bid submitted by Alpine 1			1	
].	4 wide trails	45,000	LF 6) <u>)</u>	
-	Oak & Quakies Area	3,000	LF : \$2.0\\\	1.75 \$ 5,250	
-	Sage & Meadow Area	20,000		1.45 \$ 29,000 0.95 \$ 20,900	
9.	SUBTOTAL	22,000		\$ 55,150	
10 /20,					
1100 ALIC	TOTAL SCHEDULE OF VALUES				1
	BOND COST = 120% OF CONSTRU		<u>)</u>	\$ 66,180	1
<i>No.</i> [Summit Co. Inspection Fee = 1.5%	of Construction Cost		\$ 827	
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EXHIBIT D

Tax Identification Numbers: NS-90-A-X; NS-90; SS-80-6-A; SS-79-B; SS-66; SS-55; SS-54-A; SS-52; SS-51-C) SS-51-C 1: SS-26; SS-26-C; SS-26; SS-27-B; SS-66; SS-55; SS-54-A; EXHIBIT D

VS-90; SS-80

C; S° entification of the second of 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-June Hite dal Copy Unio He de la Copy Unio He de la