

When recorded return to:

Summit County Engineering
PO 128 - 60 N. Main
Coalville, Utah 84017

ENTRY NO. 01147483

11/13/2020 03:39:21 PM B: 2617 P: 0991

Agreement PAGE 1/42

RHONDA FRANCIS, SUMMIT COUNTY RECORDER

FEE 40.00 BY CW LAND CO LLC



DEVELOPMENT IMPROVEMENTS AGREEMENT

Project File #: 20-CP-16
Project Name: Silver Creek Village Center Lot 13
Parcel ID: SCVC-13

THIS AGREEMENT is made this 3rd day of Aug., 2020, by and between Summit County, a political subdivision of the State of Utah (the "**County**"), and CW Larsen Village a Limited Liability Company, whose address is 1222 Legacy Crossing Blvd, #6, Centerville, UT (the "**Developer**"). The County and Developer are individually referred to herein as a "**Party**" and jointly referred to herein as the "**Parties**". The **Effective Date** of this Agreement shall be the date upon which it is recorded in the Office of the Summit County Recorder.

RECITALS

- A. Developer is the owner of certain property situated in the County of Summit, State of Utah, more particularly described in **Exhibit A** hereto and known as the SCVC-13 (the "**Project**").
- B. The Developer desires to develop "Project", hereinafter referred to as the ("**Property**") according to the approved final subdivision plat or final site plan thereof (the "**Plat**" or "**Final Site Plan**") showing a proposed subdivision or site layout for said Property.
- C. The County has approved the Plat/Final Site Plan submitted by the Developer subject to certain requirements and conditions, which involve the installation and construction of utilities, landscaping (if applicable), as well as other public and private infrastructure improvements shown on the submitted construction drawings, Plat, Final Site Plan, Landscape Plan (if applicable) and documents for the Property, which is attached at **Exhibit B** ("**Site Improvements Plan**").
- D. In lieu of completing all landscaping and infrastructure improvements prior to Plat/Final Site Plan recordation in accordance with UCA §17-27a-604.5 or successor statute, Developer may enter into a Development Improvements Agreement with the County .

E. In doing so, the County seeks to protect the health, safety and general welfare of the community by requiring a timely completion of the Site Improvements Plan and to limit the effects of uncompleted subdivisions, including premature subdivision which leaves property undeveloped and unproductive.

F. The purpose of this Agreement is to protect the County from assuming the cost to complete the utility, landscaping, and infrastructure improvements and is not executed for the benefit of material men, laborers, or others providing work, services or material to the Property or for the benefit of lot or home buyers in the Project.

G. The mutual promises, covenants, and obligations contained herein are authorized by State and local law and regulation.

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

DEVELOPER'S OBLIGATION

1. **Improvements:** The Developer will design, construct, and install, at his own expense, those on-site and off-site utility, landscaping (if applicable), and infrastructure improvements in accordance with the approved Site Improvements Plan and the **Cost of Construction PE Estimate**, which is attached at **Exhibit C** (together the Site Improvements Plan and the Cost of Construction PE Estimate are referred to as the "**Improvements**"). At a minimum, the Site Improvements Plan shall address culinary water, sewer, electrical power service, natural gas service, telephone service, television service, storm water drainage, trails, roads, landscaping and weed control. The Developer's obligation to complete the Improvements will be in conformance with the time schedule defined by this Agreement and will be independent of any obligations of the County contained herein.
2. **Improvement Completion Assurance ("Assurance") Options:** To secure the construction and installation of the Improvements under this Agreement and the obligations for the warranty as set forth in ¶ 4 herein, the Developer will deposit with the County as an Assurance, 110% of the Cost of Construction PE Estimate (which includes a 10% warranty), on or prior to the Effective Date, through one of the following mechanisms:
 - **Option A.** Irrevocable Letter of Credit in the amount of \$ _____.
 - **Option B.** Subdivision Improvements Disbursement Agreement in the amount of \$ _____.
 - **Option C.** Cash in the amount of \$ _____, to be escrowed by the County Treasurer or third party escrow agent pursuant to a Cash Bond Escrow Agreement.
 - **Option D.** Performance or Surety Bond in the amount of \$ 1,002,233.28 _____.
 - **Option E.** Subdivision Plat Hold.
 - **Option F.** Building Permit Hold.

- **Option A:** Irrevocable Letter of Credit ("**Letter of Credit**") – The Letter of Credit shall be (a) irrevocable, (b) issued by a financial institution, (c) of a term sufficient to cover the Completion and Warranty Periods, and (d) reviewed as to form by the County Attorney. The Letter of Credit will be payable upon demand to Summit County. The Letter of Credit will be payable to the County in full or in part at any time upon presentation of (i) a sight draft drawn on the issuing financial institution to which the County is entitled to draw pursuant to the terms of this Agreement and the Letter of Credit; (ii) a certification executed by an authorized representative of the County stating that the Developer is in default under this Agreement; and (iii) the original Letter of Credit.

- **Option B:** Subdivision Improvements Disbursement Agreement ("**Disbursement Agreement**") – The Disbursement Agreement will be executed by a financial institution, the Developer and the County. The Disbursement Agreement will provide for segregation of Developer's loan proceeds by the financial institution. Pursuant to the terms of the Disbursement Agreement, the County is entitled to draw funds, in full or in part, upon presentation of: (i) request for disbursement; and (ii) a certification executed by an authorized representative of the County stating that the Developer is in default under this Agreement; or (iii) as otherwise provided by the Disbursement Agreement. Modifications to the County's standard Disbursement Agreement shall be reviewed by the County Attorney for acceptance as an Assurance.

- **Option C:** Cash Bond Escrow Agreement ("**Cash Bond**") - Cash in the form of a cashier's check or bank account in the sole ownership of the County will be escrowed with the County Treasurer or third party escrow agent pursuant to a Cash Bond. The County is entitled to draw upon these funds, pursuant to the terms of the Cash Bond. The funds will be disbursed to the County in full or in part, upon presentation of: (i) request for disbursement; and (ii) a certification executed by an authorized representative of the County stating that the Developer is in default under this Agreement; or (iii) as otherwise provided by the Cash Bond.

- **Option D:** Performance or Surety Bond ("**Performance Bond**") – A Performance Bond shall be issued upon which the County will be entitled to draw pursuant to the terms of the Performance Bond and will include a term sufficient to cover the Completion and Warranty Periods. The funds will be disbursed to the County in full or in part, upon presentation of: (i) request for disbursement; and (ii) a certification executed by an authorized representative of the County or designee stating that the Developer is in default under this Agreement; or (iii) as otherwise provided by the Performance Bond. The Performance Bond shall be reviewed by the County Attorney for acceptance as an Assurance.

- **Option E:** Subdivision Plat Hold ("**Plat Hold**") – A Plat Hold may be utilized as an Assurance for projects that do not contain Improvements to existing Summit County

Right-of-Way or Right-of-Way incidental to the subject Plat. The Plat and Recording fees will be held by the County. Release and recording of the Plat will require: (i) completion of the Improvements pursuant to the terms of this Agreement; (ii) County Manager acknowledgement on the Plat certifying the completion of the Improvements and extinguishment of this Agreement; and (iii) a letter from the lien holder, as indicated on the Plat, that they remain the current lien holder. Completion period for the Improvements is limited to two (2) years.

- **Option F: Building Permit Hold (“Permit Hold”)** – A Permit Hold may be utilized as an Assurance on a limited basis where there are Improvements valued at less than \$10,000. The release of the Permit Hold requires completion of the Improvements pursuant to the terms of this Agreement. The completion period is limited to six (6) months.
3. **County Standards:** The Developer will construct the Improvements according to the approved Site Improvements Plan, general industry standards, this Agreement, and applicable County regulations (the “County Standards”). The Developer shall instruct the contractor or construction manager to provide timely notice to the Developer, contractor, issuer of the Assurance and the County Engineer whenever an observation or related construction activity reveals that an Improvement does not conform to the County Standards or is otherwise defective.
 4. **Warranty Period:** The Developer warrants that the Improvements, each and every one of them, will be free from defects in materials or workmanship under normal operation for a period of twelve (12) months from the date of the County’s acceptance of the Improvements (the “Warranty Period”). Developer agrees to promptly correct any deficiencies in order to meet the County Standards.
 5. **Commencement and Completion Periods:** All Improvements, as outlined in the Cost of Construction PE Estimate and Site Improvements Plan, will be installed and completed within two (2) years from Plat or Final Site Plan approval (the “Completion Period”), with the exception of Improvements guaranteed by a Permit Hold, which requires that Improvements be completed within six (6) months.
 6. **Damage to Public Improvements:** Developer agrees that it shall repair or pay for any damage to any existing public improvements damaged during the construction of new improvements. The County shall notify Developer within a reasonable time after discovery of any claim hereunder, and Developer shall have a reasonable period of time within which to repair said damage.
 7. **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 activities. Such control shall be according to the latest version of the Manual of Uniform Traffic Control Devices.
 8. **Road Cuts:** Developer acknowledges that the County has regulations governing road cuts, the provisions of which shall apply to the alteration of any road necessitated by the installation of any utilities or Improvements described in this Agreement.

9. **Weed Control:** The Developer agrees to comply with Summit County Code §4-4-1, et. seq. relative to control and elimination of all noxious species of plants as identified within the Property boundaries. The Developer further agrees to coordinate with the Summit County Weed Department, prior to commencement of work, relative to inspections and importations of weed free project materials.
10. **Roads:** Developer agrees to construct, at Developer's cost, all public and private roads and public and private road improvements, within the Property, in accordance with the plans and specifications within the Site Improvements Plan. Developer agrees to install any traffic control signs and standard street name signs as required by the County and to re-vegetate all cuts and fills resulting from construction in a manner which will prevent erosion.
11. **Compliance with Law:** The Developer shall comply with all relevant federal, state and local laws and regulations in effect at the time of Plat and/or Final Site Plan approval when fulfilling its obligations under this Agreement.

COUNTY'S OBLIGATION

12. **Inspections and Notice of Defect:** The County shall conduct inspections of the Improvements from time to time. In the event that there is a deficiency in performance by Developer hereunder (during the Completion or Warranty Periods), the County may issue a **Notice of Defect** to the Developer and the issuer of the Assurance. The Developer shall have thirty (30) calendar days thereafter to cure the defect (the "**Cure Period**"). If a defect is not corrected within the Cure Period, a condition of default may be declared and an **Affidavit of Lapse of Improvements Agreement** may be issued stating that building permits, grading permits and certificates of occupancy will not be issued in connection with any lots within the Plat or Final Site Plan, and the County may request that a court of competent jurisdiction enjoin the sale, transfer or conveyance of lots within the Plat or Final Site Plan until a new Development Improvements Agreement and Assurance are accepted by the County. If the defect cannot be corrected within the Cure Period, the Developer may request an extension of the Cure Period from the County Engineer.
13. **Notice of Non Compliance with Completion Date:** The County shall issue the Developer a **Notice of Noncompliance** in the event that the Improvements are not completed by the Developer and accepted by the County within the Completion Period. If inclement weather or circumstance beyond the Developer's control prevents construction within the Completion Period, an extension to the Completion Period of up to a twelve (12)-months may be requested by the Developer and approved by the County Engineer. A written request by the Developer indicating cause and reason for an extension shall be submitted to the County Engineer not earlier than fourteen (14) calendar days prior to the expiration of the Completion Period. The request for extension will be reviewed by the County Engineer and may only be granted in such cases where the Assurance is also extended for the life of the modified Completion Period. An approved extension will be executed as a written Addendum to this Agreement. If an extension of time is not approved by the County Engineer, an Affidavit of Lapse of Improvements Agreement may be recorded stating that building permits, grading permits and certificates of occupancy will not be issued in connection with any lots

within the Plat or Final Site Plan, and the County may request that a court of competent jurisdiction enjoin the sale, transfer or conveyance of lots within the Plat or Final Site Plan until a new Development Improvements Agreement, with modified time lines, and Assurance are approved by the County.

- 14. Acceptance of Improvements:** The County's acceptance of Improvements is conditioned upon (a) the presentation by Developer of the required signatures of acceptance by all entities serving the constructed Improvements, (b) clear documentation and testing that the Improvements have been completed per County Standards, and (c) the presentation by Developer of a document or documents, where appropriate, for the benefit of the County, demonstrating that the Developer owns the Improvements in fee simple title with no liens or encumbrances thereon. Acceptance of any Improvement does not constitute a waiver by the County of any rights it may have on account of any defect in or failure of the Improvement that is detected or which occurs after the acceptance. Public Improvements shall be dedicated to the appropriate public entity. Private Improvements serving more than one lot shall be assigned by separate agreement to a Home Owners Association.
- 15. Reduction of Assurance:** As portions of the site Improvements are completed in accordance with this 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 Assurance. If the County Engineer is satisfied that such portion of the Improvements have been installed and completed in accordance with County Standards, she may cause the amount of the Letter of Credit, Disbursement Agreement, Cash Bond or Performance Bond to be reduced by such amount that she deems appropriate, so that the remaining amount of the Letter of Credit, Disbursement Agreement, Cash Bond or Performance Bond adequately insures the completion of the remaining site Improvements. At the request of the Developer, the County will execute an amendment to this Agreement verifying the acceptance of said installed and completed Improvement, and waiving and releasing its right to draw upon the Assurance for installation and completion of the same. A Developer in default under this Agreement will have no right to such a reduction of the Assurance. Upon the acceptance of all site Improvements, all amounts up to 100% of the Cost of Construction PE Estimate which may be drawn under the Letter of Credit, Disbursement Agreement, Performance Bond or Cash Bond, will be released, leaving a remaining balance of 10% of the Cost of Construction PE Estimate as the warranty. Following the expiration of the Warranty Period, the full remaining balance which may be drawn under the Letter of Credit, Disbursement Agreement, Performance Bond or Cash Bond, will be released.
- 16. Use of Proceeds:** The County will use funds drawn under the Assurance per ¶12 herein only for the purpose of completing the Improvements or correcting defects in or failure of the Improvements.

OTHER PROVISIONS

- 17. Events of Default:** The following conditions, occurrences or actions will constitute a default by the Developer during the Completion Period or Warranty Period:
- a. Developer's failure to complete any portion of the Improvements in conformance with the County Standards within the Completion or Warranty Periods, as the case may be, and shall fail

to cure such default within the Cure Period (or extended Cure Period) after receipt of written **Notice of Defect** from the County specifying the nature of such defect. 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 within 30 days of delivery of an invoice to Developer or by obtaining funds under the Assurance set forth in ¶12 herein.

b. Developer's failure to satisfactorily complete each portion of the Improvements within the Completion Period, as documented by the issuance of a **Notice of Noncompliance**, or to remedy defects within the Warranty Period.

c. Notification to County of Developer's insolvency, the appointment of a receiver for the Developer, the filing of a voluntary or involuntary petition in bankruptcy, and the foreclosure of any lien against the Property or a portion of the Property.

18. Measure of Damages: The measure of damages for breach of this Agreement by Developer will be the reasonable cost of satisfactorily completing the Improvements. For Improvements upon which construction has not begun, the estimated costs of Improvements as shown on Cost of Construction PE Estimate will be prima facie evidence of the minimum cost of completion; however, neither that amount nor the Assurance amount shall establish the maximum amount of Developer's liability.

19. County's Rights Upon Default: When any event of default occurs, the County may exercise its rights under the Assurance and contract with a third party for completion of the Improvements. The Developer grants to the County, its successors, assigns, agents, contractors, and employee, a nonexclusive right and easement to enter the Property for the purposes of constructing, installing, maintaining, and repairing such Improvements. Alternatively, the County may assign the proceeds of the Letter of Credit, the Disbursement Agreement, Performance Bond or the Cash Bond to a subsequent party who has acquired the Property by purchase, foreclosure or otherwise who will then have the same rights of completion as the County, if and only if, the subsequent party agrees in writing to complete the unfinished Improvements and provides reasonable Assurances for the obligation. In addition, the County may also revoke certificates of occupancy, issue an Affidavit of Lapse of Improvements Agreement, and/or enjoin the sale, transfer, or conveyance of lots within the Plat or Final Site Plan, until the Improvements are completed and accepted. These remedies are cumulative in nature and are in addition to any other remedies the County has at law or in equity.

20. Indemnification: The Developer expressly agrees to indemnify and hold the County, its employees, agents, and assigns harmless from and against all claims, costs and liability of every kind and nature except those arising out of negligence on the part of the County, its employees, agents, and assigns, for injury or damage received or sustained by any person or entity in connection with, or on account of the performance of work at the Property pursuant to this Agreement. The Developer further agrees to aid and defend the County.

21. No Waiver: No waiver of any provision of this Agreement will be deemed or constitute a waiver of

any other provision, nor will it be deemed or constitute a continuing waiver unless expressly provided for in a written amendment to this Agreement signed by both the County and Developer; nor will the waiver of any default under this Agreement be deemed a waiver of any subsequent default or defaults of the same type. The County's failure to exercise any right under this Agreement will not constitute the approval of any wrongful act by the Developer or the acceptance of any Improvement.

- 22. Amendment or Modification:** The Parties to this Agreement may amend or modify this Agreement only by written instrument executed on behalf of the County by the County Engineer and by the Developer or its authorized officer. Such amendment or modification will be properly notarized and recorded as an amendment to this Agreement, before it may be effective.
- 23. Vested Rights:** The County does not warrant by this Agreement that the Developer is entitled to any other approval(s) required by the County, if any, before the Developer is entitled to commence development of the Property or to transfer ownership of the Property or any portion thereof.
- 24. Third Party Rights:** No person or entity, who or which is not a party to this Agreement, will have any right of action under this Agreement.
- 25. Scope:** This Agreement constitutes the entire agreement between the Parties and no statements, promises or inducements that are not contained in this Agreement will be binding on the Parties.
- 26. Force Majeure:** For the purpose of computing the Completion Period, and time periods for County action, such times in which war, civil disasters, or acts of God occur or exist, will not be included if such times prevent the Developer or County from performing their obligations under this Agreement.
- 27. Severability:** If any part, term, or provision of this Agreement is held by the courts to be illegal or otherwise unenforceable, such illegality or unenforceability will not affect the validity of any other part, term, or provision hereof, and the rights of the Parties will be construed as if the illegal or unenforceable part, term, or provision was never contained within this Agreement.
- 28. Benefits:** The benefits, rights and obligations of this Agreement pertaining to the Developer are personal in nature and may not be assigned without the express written consent of the County. Such consent may not be unreasonably withheld, but any unapproved assignment is voidable at the option of the County.
- 29. Binding Effect:** This Agreement and the covenants contained herein 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; provided that, purchasers of residential lots within the Property or any homeowner's association that receives title to any portion of the Property shall not incur any liability hereunder and no person or entity, including any homeowner's association that receives title to any portion of the Property, may claim to be a third party beneficiary of the terms, conditions, or covenants of this Agreement. This Agreement shall be recorded in the Office of the Summit County Recorder and be on file with the County Engineer. All existing lien holders shall be required to subordinate their liens

to the covenants contained in this Agreement.

- 30. Notice:** Any notice required or permitted by this Agreement will be deemed effective either (a) when personally delivered in writing, or (b) seven (7) calendar days after notice is deposited with the U.S. Postal Service, certified, and return receipt requested, and addressed as follows:

If to Developer:

CW Larsen Village, LLC

Developer's Name

1222 Legacy Crossing Blvd, #6, Centerville, UT 84014

Developer's Mailing Address

If to County:

Summit County Engineer
60 N. Main Street
P.O. Box 128
Coalville, UT 84017

- 31. Recordation:** The County will record a copy of this Agreement in the Office of the Summit County Recorder, Coalville, Utah.
- 32. Immunity:** Nothing contained in this Agreement constitutes a waiver of the County's sovereign immunity under any applicable state law, including the Governmental Immunity Act of Utah, UCA Title 63G, Chapter 7, as amended.
- 33. Personal Jurisdiction and Venue:** Personal jurisdiction and venue for any civil action commenced by either Party to this Agreement whether arising out of or relating to this Agreement, Letter of Credit, Performance Bond, Disbursement Agreement, or Cash Bond will be deemed to be proper only if action is commenced in the Third District Court for Summit County, Utah. The Developer expressly waives his right to remove such action to any other court.
- 34. Release:** This Agreement shall be extinguished only through formal acceptance of the Improvements and successful expiration of the Warranty Period per the provisions of this Agreement or through entering into a written **Release** between the County and the Developer (**Exhibit F**).

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed per the Effective Date as indicated.

DEVELOPER

Company Name: CW Larsen Village, LLC

By: Cora H. Wright Signature [Signature]

STATE OF Utah
COUNTY OF Davis ss.

The foregoing instrument was acknowledged before me this 2nd day of September 2020
by Stephanie Heiner, Notary Public
Witness my hand and official seal.

My commission expires: 02/11/2023

[Signature]
Notary Public

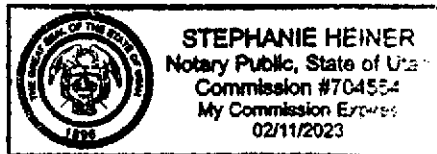


EXHIBIT A

PROPERTY LEGAL DESCRIPTION

(Insert Legal Description of the Property after this Page)

SILVER CREEK VILLAGE CENTER LOT 13

All of Lot 13 of the Silver Creek Village Center Subdivision, recorded April 04, 2017 in the office of the Summit County Recorder as Entry number 1066785, Lot 13 being located in the Northwest quarter of Section 22, Township 1 South, Range 4 East, Salt Lake Base & Meridian.

Contains 5.11 acres, 222,755 square feet.

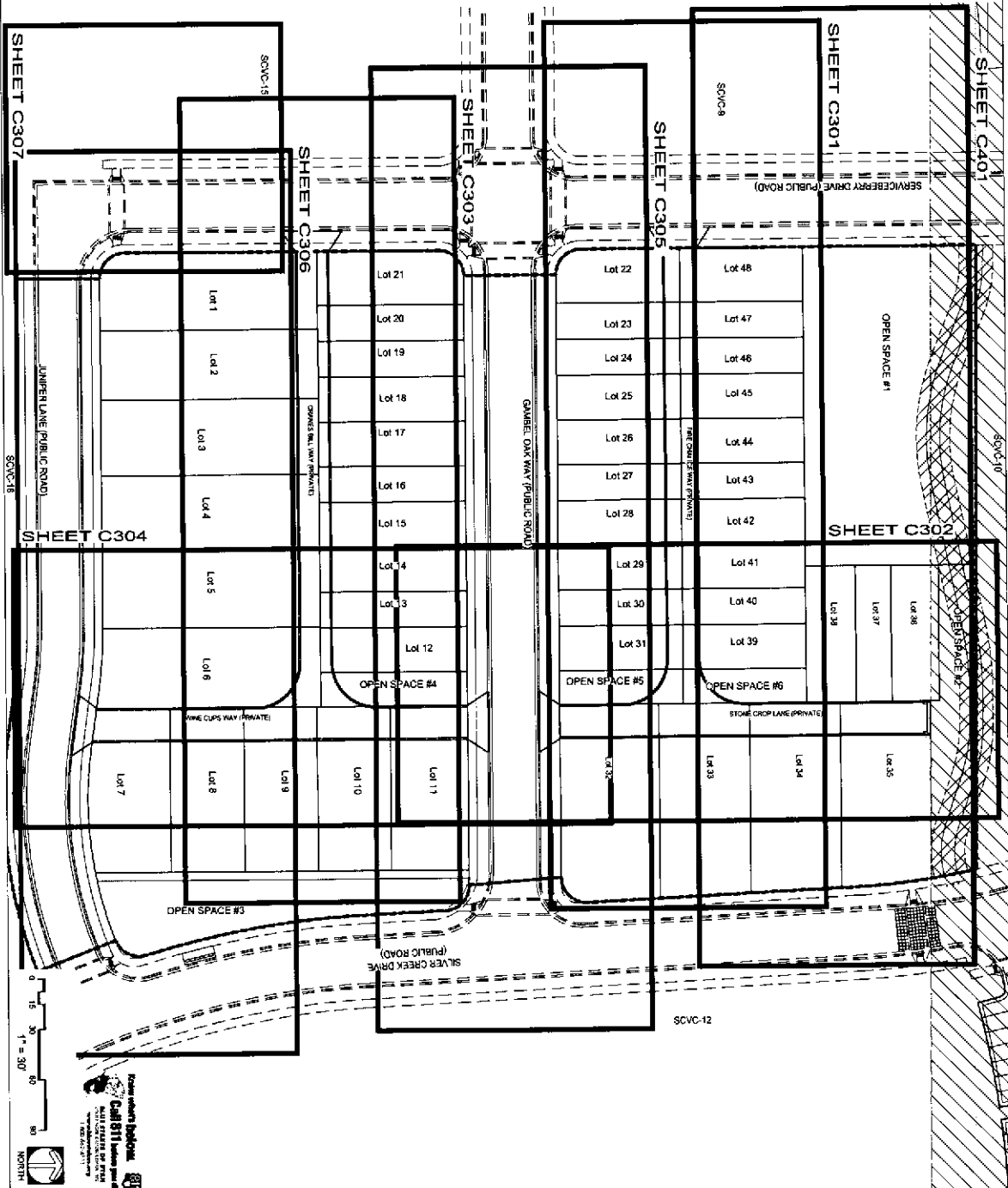
Contains 42 units.

Parcel No. - SCVC-13

EXHIBIT B

SITE IMPROVEMENTS PLAN

(Insert Site Improvements Plan after this Page)



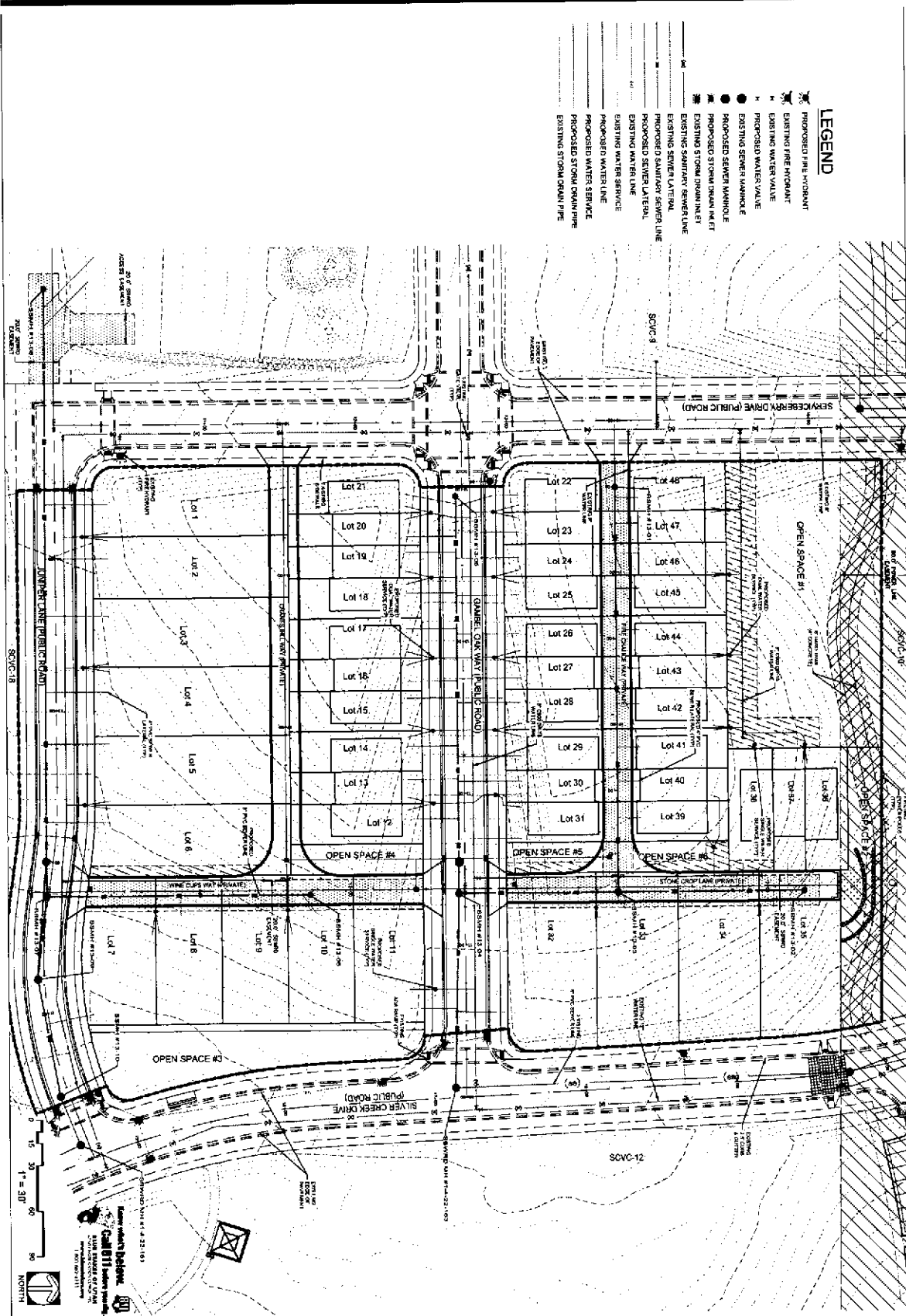
DATE:	AUGUST 11, 2020
DESIGNED BY:	KRM
DRAWN BY:	BMC
INCHES BY:	
PROJECT NO.:	BONC 13
DATE:	08
REVISIONS:	
NO.	
DESCRIPTION:	
DATE:	
BY:	
REVISIONS:	
NO.	
DESCRIPTION:	
DATE:	
BY:	
REVISIONS:	
NO.	
DESCRIPTION:	



**SILVER CREEK VILLAGE CENTER
LOT 13 SUBDIVISION
CONSTRUCTION DOCUMENTS**

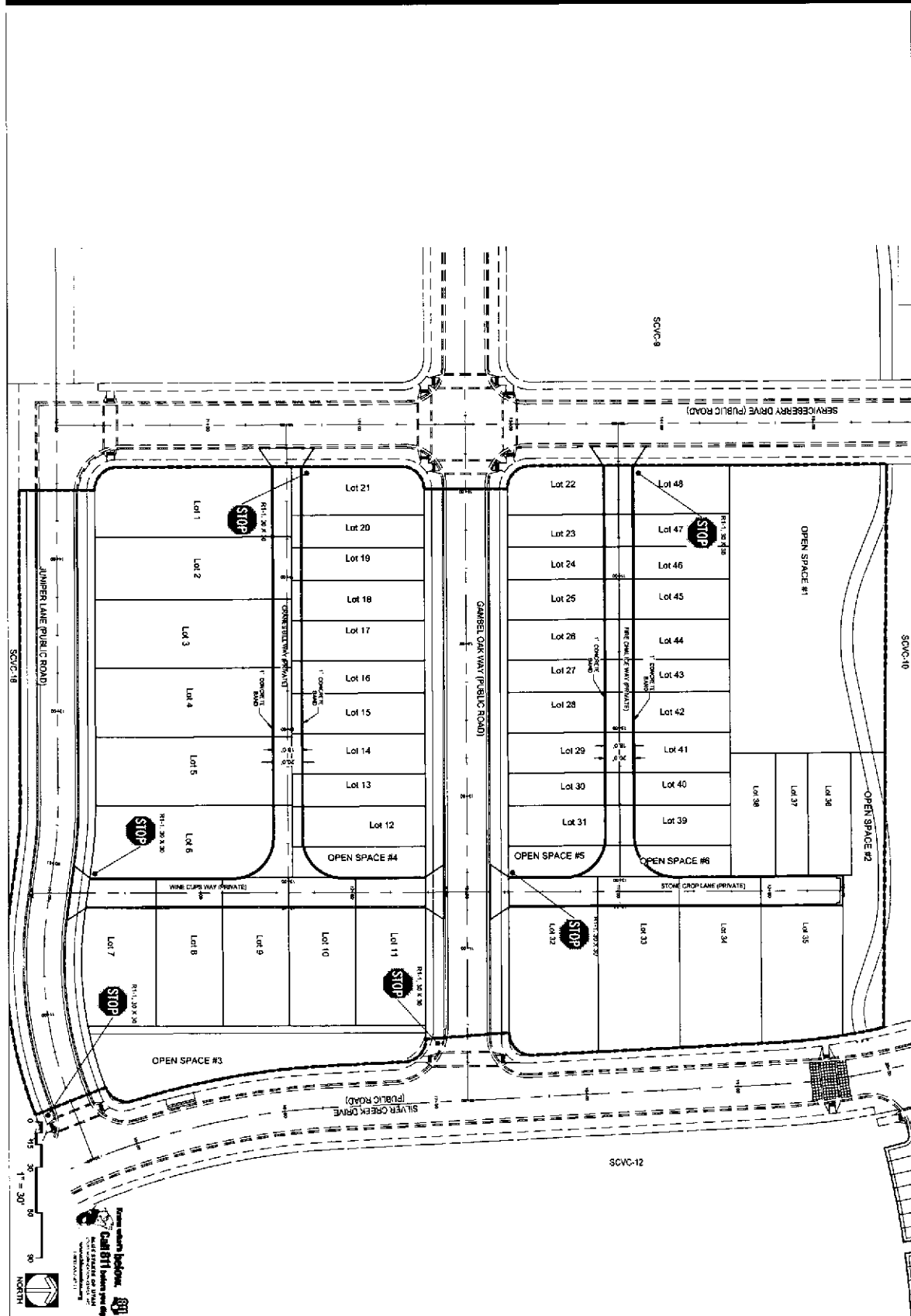
SHEET NUMBER
C201

INDEX PLAN



- LEGEND**
- PROPOSED FIRE HYDRANT
 - EXISTING FIRE HYDRANT
 - EXISTING WATER VALVE
 - PROPOSED WATER VALVE
 - EXISTING SEWER MANHOLE
 - PROPOSED SEWER MANHOLE
 - PROPOSED STORM DRAIN INLET
 - EXISTING STORM DRAIN INLET
 - EXISTING SANITARY SEWER LINE
 - PROPOSED SANITARY SEWER LINE
 - PROPOSED SEWER LATERAL
 - EXISTING SEWER LATERAL
 - PROPOSED WATER LINE
 - EXISTING WATER LINE
 - EXISTING WATER SERVICE
 - PROPOSED WATER SERVICE
 - PROPOSED STORM DRAIN PIPE
 - EXISTING STORM DRAIN PIPE

<p>MULHOLLAND DEVELOPMENT SOLUTIONS</p> <p>1000 W. 10TH AVENUE, SUITE 100, DENVER, CO 80202 TEL: 303.733.8800 FAX: 303.733.8801 WWW.MULHOLLANDSOLUTIONS.COM</p>		<p>SILVER CREEK VILLAGE CENTER LOT 13 SUBDIVISION CONSTRUCTION DOCUMENTS</p>	
<p>PROJECT: C203</p> <p>DATE: AUGUST 11, 2020</p> <p>DESIGNED BY: JRM</p> <p>DRAWN BY: JRM</p> <p>INTERVIEW BY: JRM</p> <p>PROJECT NO.: R03-13</p> <p>SCALE: 1" = 30'</p> <p>INCHES: 1/8" = 1'</p>	<p>PROJECT NUMBER: C203</p> <p>SHEET TITLE: MASTER UTILITY PLAN</p>	<p>1" = 30'</p> <p>NORTH</p>	



Summit County Engineering & Surveying, Inc.

 Call 877-888-9888

 1000 West 10th Street, Suite 100

 Fort Collins, CO 80521

 www.summitcountysurveyors.com

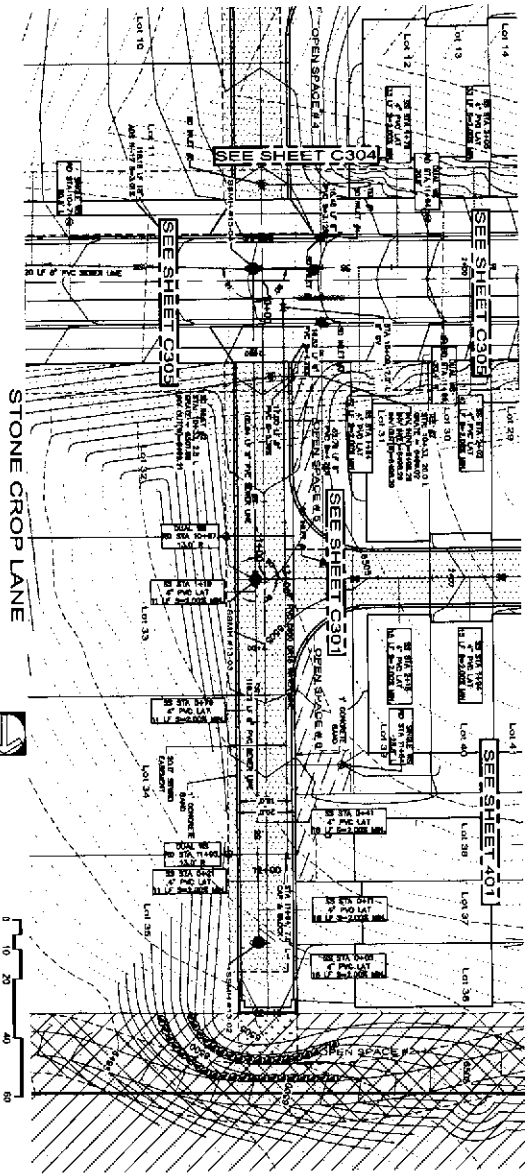
DATE:	AUGUST 11, 2020
PREPARED BY:	KLIA
DESIGNED BY:	SMC
PROJECT NO.:	SCV-13
PROJECT NAME:	LOT 13
SCALE:	AS SHOWN
REVISIONS:	
NO.:	
DATE:	
BY:	
DESCRIPTION:	



MULHOLLAND
 DEVELOPMENT SOLUTIONS
 1000 West 10th Street, Suite 100
 Fort Collins, CO 80521
 970.221.1111
 www.mulholland.com

SILVER CREEK VILLAGE CENTER
LOT 13 SUBDIVISION
CONSTRUCTION DOCUMENTS

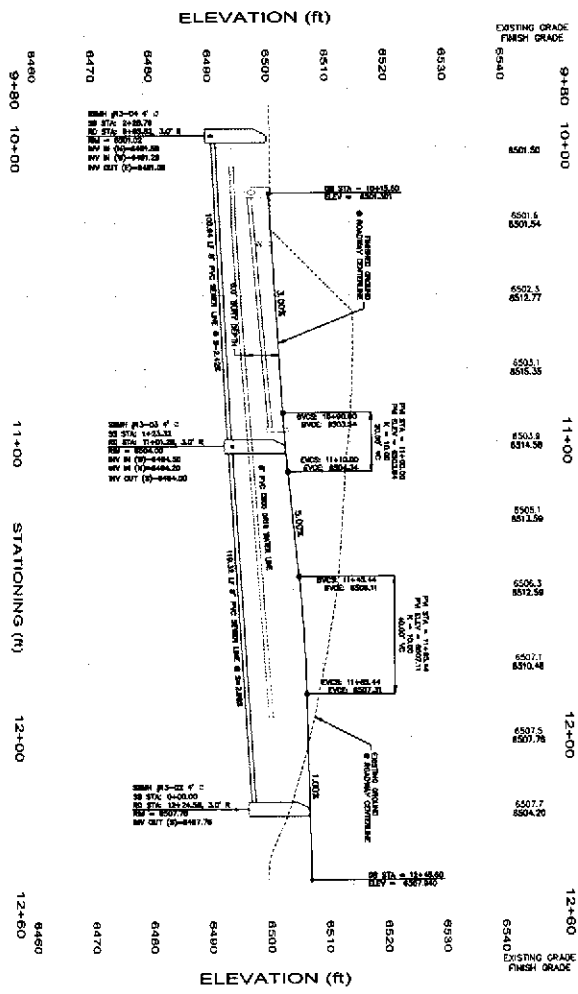
C204
 ROADWAY DIMENSIONS AND SIGNAGE PLAN
 PROJECT NUMBER



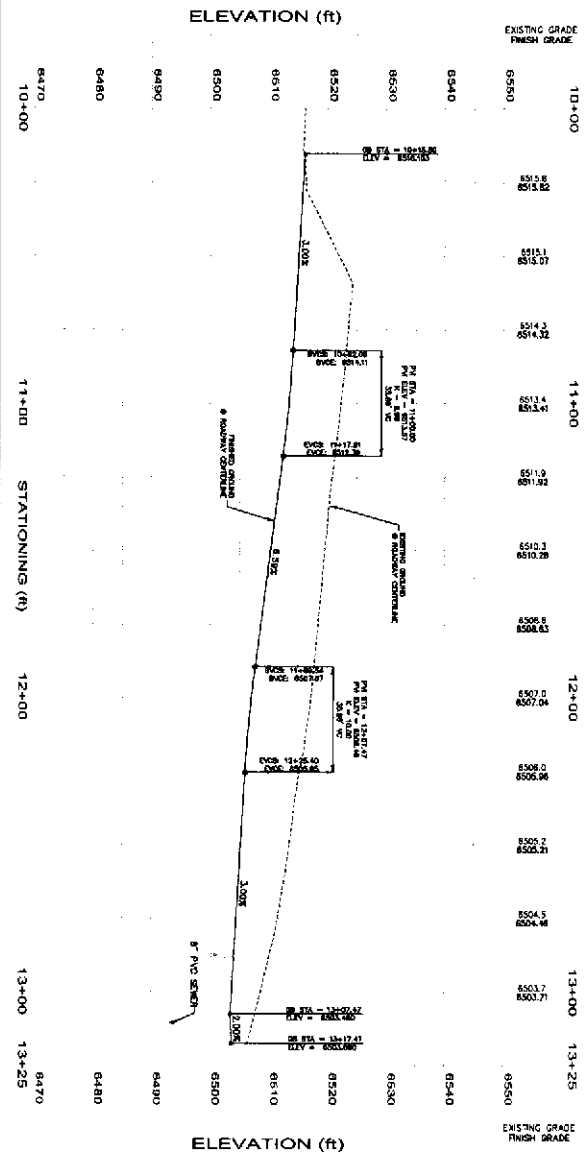
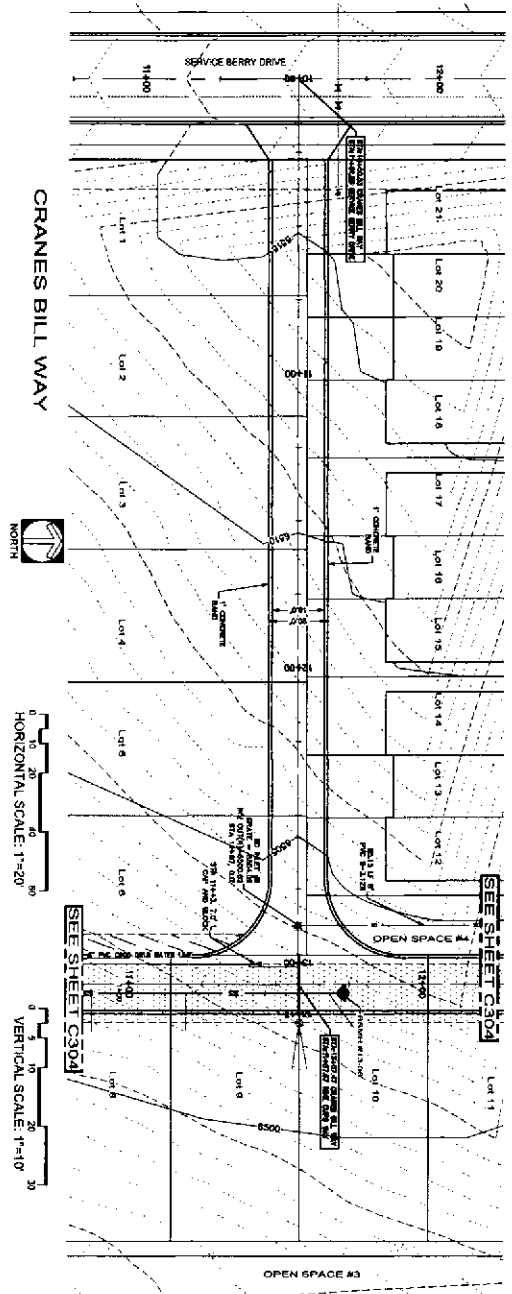
HORIZONTAL SCALE: 1"=20'

VERTICAL SCALE: 1"=10'

ALL WATER SERVICE LINES SHALL BE 1.5" RIGID DUC WITH BLUE ZONE AND REPAIR.
 ALL WATER CROSSINGS OVER STORM LINES SHALL HAVE A MINIMUM OF 12" SEPARATION BETWEEN SPACES.
 ALL STORM LINES SHALL BE 12" RIGID DUC WITH BLUE ZONE AND REPAIR.
 LEGEND
 RETAIL TOWN BOARD REGULATION
 OPEN WATER (LBS/STATION) 0.1, 0.1, 1



<p>MULHOLLAND DEVELOPMENT SOLUTIONS</p> <p>1100 10th Street, Suite 100 Boulder, CO 80502 Phone: 303.440.1100 Fax: 303.440.1101</p>		<p>SILVER CREEK VILLAGE CENTER LOT 13 SUBDIVISION CONSTRUCTION DOCUMENTS</p>
<p>DATE: AUGUST 11, 2020</p> <p>DESIGN BY: KMS</p> <p>DRAWN BY: BMS</p> <p>INTERVIEW BY:</p> <p>PROJECT NO: 1600-01</p> <p>SCALE: 1"=20'</p> <p>REVISIONS:</p> <p>NO. DESCRIPTION</p> <p>DATE BY</p>	<p>RIGHT TITLE: STONE CROP LANE PLAN & PROFILE STA 9+80 - END</p> <p>SHEET NUMBER: C302</p>	<p>Call 811 before you dig</p> <p>1-800-485-5111</p>



LEGEND

ALL WATER CROSSINGS OVER STREET LINES SHALL HAVE A MINIMUM OF 12" SEPARATION BETWEEN PIPES. SEWER LINES SHALL BE AT LEAST 18" DEEPER THAN WATER LINES.

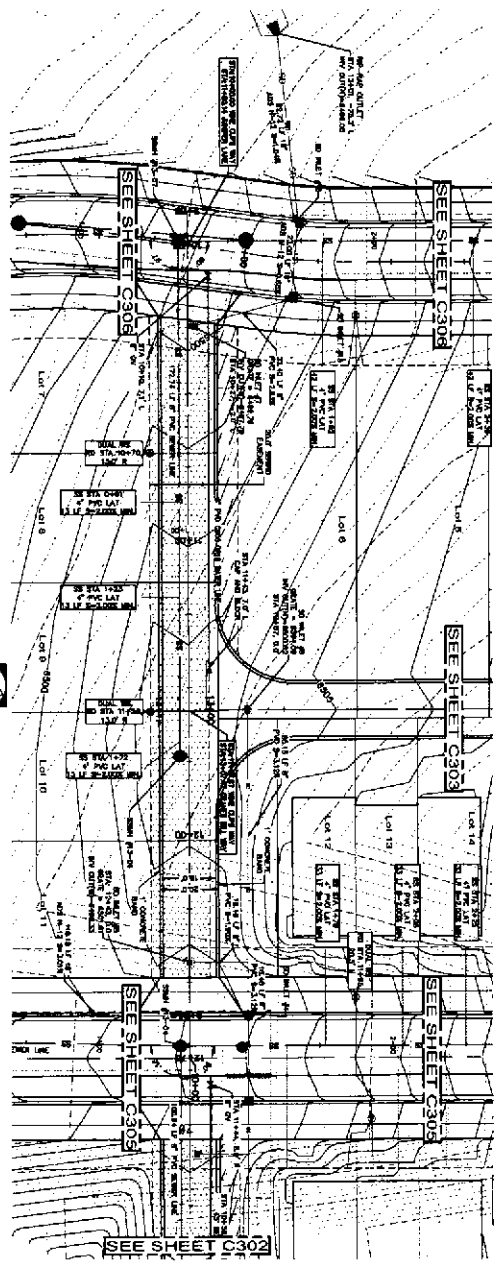
MIN. WATER SERVICE LINES SHALL BE 1.5" UNLESS SHOWN OTHERWISE.

MIN. SLOPE SHALL BE 0.5% UNLESS SHOWN OTHERWISE.

MIN. SLOPE SHALL BE 0.5% UNLESS SHOWN OTHERWISE.

Know what's below.
Call 811 before you dig.
 1-800-487-2111

MULHOLLAND DEVELOPMENT SOLUTIONS 1000 W. 10TH AVENUE, SUITE 100 DENVER, CO 80202		PROJECT NO. SCV-13 SHEET NO. C303
DATE:	AUGUST 11, 2020	PROJECT: CRANES BILL WAY STA 10+00 - END SHEET NUMBER: C303
DRAWN BY:	JLH	
CHECKED BY:	EMC	
PROJECT MGR:	SCV-13	
ISSUE:	CD	



WINE CUPS WAY NORTH

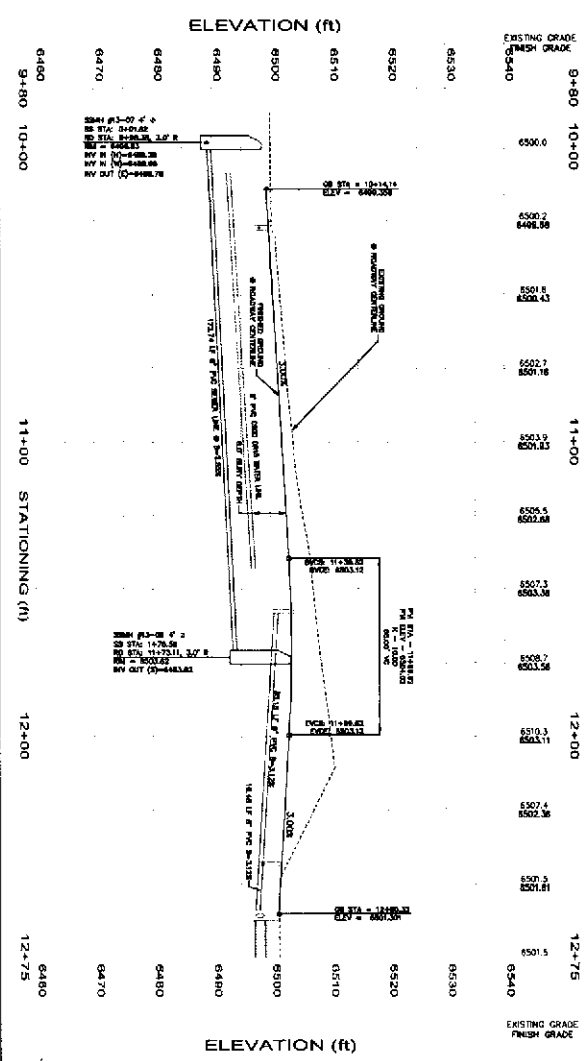
HORIZONTAL SCALE: 1"=20'

VERTICAL SCALE: 1"=10'

LEGEND

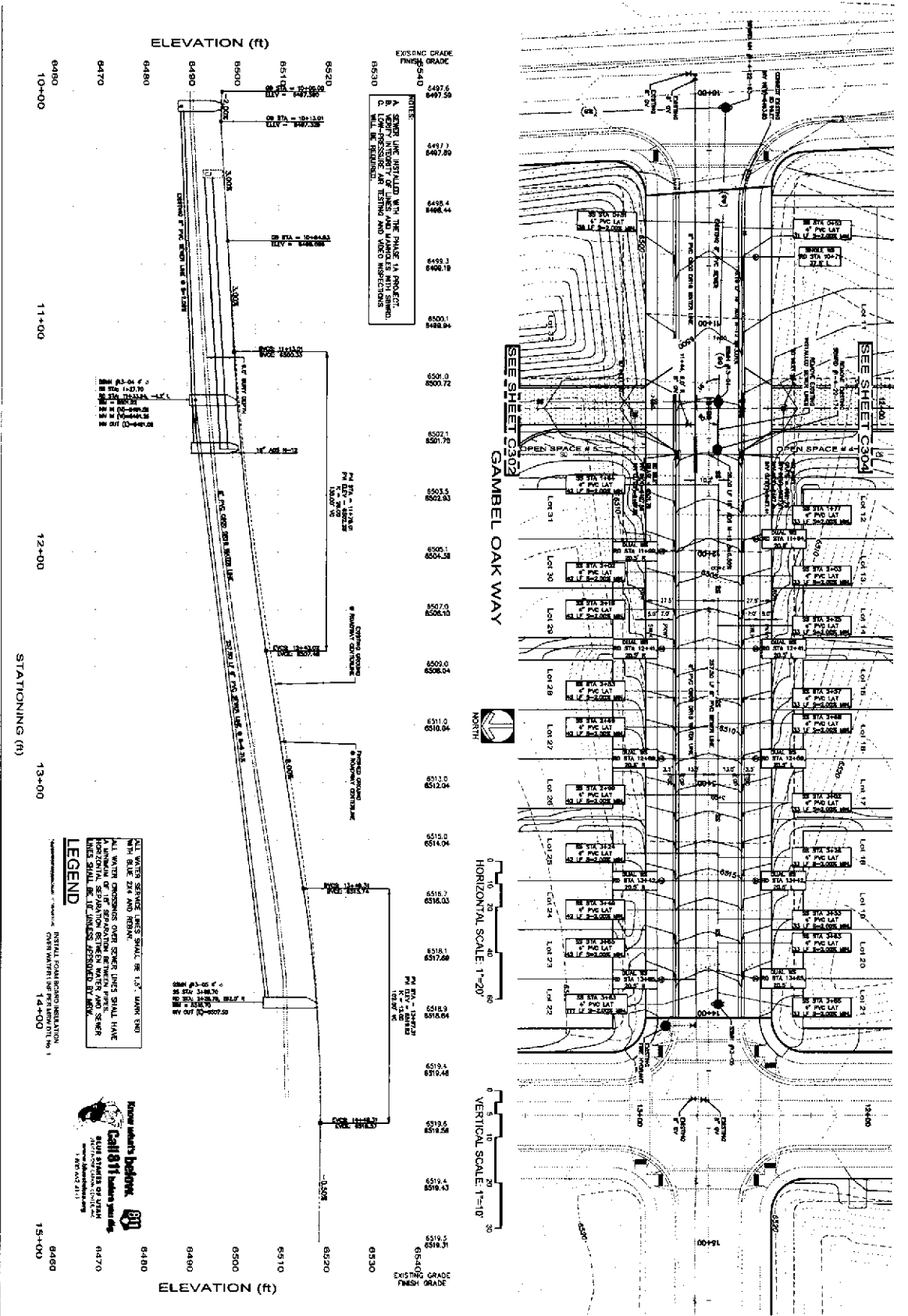
ALL WATER SERVICE LINES SHALL BE 1.5" JUNK END WITH BLUE 24" AND BEHIND.

ALL WATER CROSSINGS OVER SEWER LINES SHALL HAVE A MINIMUM OF 18" SEPARATION BETWEEN PIPES. SEWER LINES SHALL BE 12" UNLESS APPROVED BY OWNER.

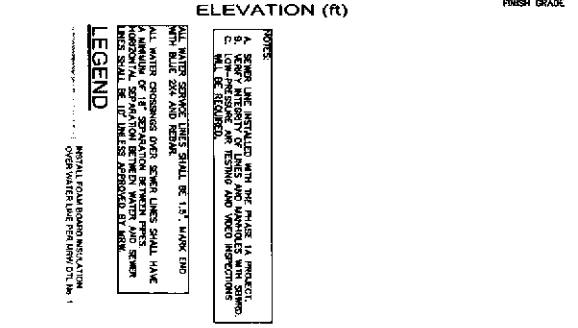
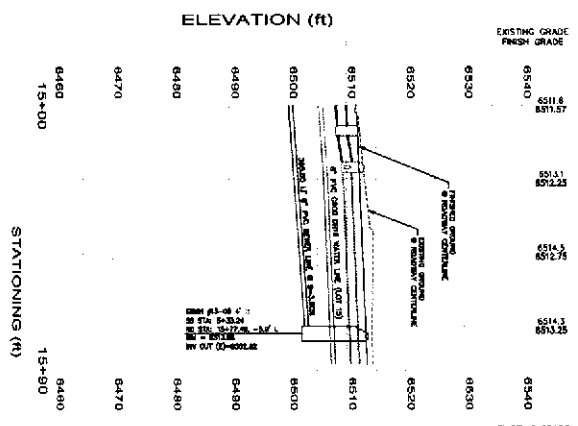
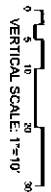
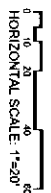
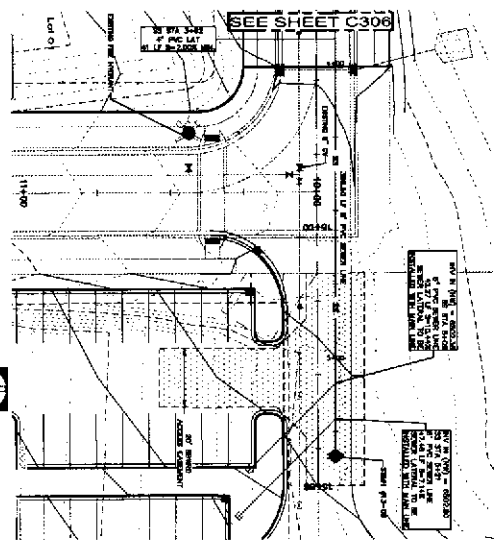


Home Works Below
 CALL 811 before you dig
 MAINT SERVICE BY STATE
 UTILITIES DIVISION
 800-525-4111

<p>MULHOLLAND DEVELOPMENT SOLUTIONS</p>		<p>SILVER CREEK VILLAGE CENTER LOT 13 SUBDIVISION CONSTRUCTION DOCUMENTS</p>	
DATE:	AUGUST 11, 2020	PROJECT:	WINE CUPS WAY
DRAWN BY:	KALM	STATIONING:	STA 9+80 - END
CHECKED BY:	NMC	SCALE:	AS SHOWN
PROJECT NO.:	BCV-13	DATE:	08/11/20
REVISIONS:	01	BY:	JK
		DATE:	
		BY:	
		DATE:	
		BY:	
		DATE:	
		BY:	



<p>MULHOLLAND OFFICIAL SOLUTIONS 1400 N. GARDEN AVENUE SUITE 100 DENVER, CO 80202 PHONE: 303.733.8800 FAX: 303.733.8801 WWW.MULHOLLAND.COM</p>		<p>SILVER CREEK VILLAGE CENTER LOT 13 SUBDIVISION CONSTRUCTION DOCUMENTS</p>
<p>DATE: AUGUST 11, 2003 DRAWN BY: JMM CHECKED BY: JMM PROJECT NO: 07-0001 SHEET NO: 0001</p>	<p>PROJECT NUMBER: C305</p> <p>DATE: 10-00 - 15+00</p> <p>PROJECT NUMBER: C305</p>	<p>DATE: 10-00 - 15+00</p> <p>PROJECT NUMBER: C305</p>



NOTES:

- SEWER LINE INSTALLED WITH THE PAVED 14' WIDENING.
- SEWER LINES SHALL BE 12" DIA. WITH 12" DIA. MANHOLES WITH 30" DIA. COVERS.
- SEWER LINES SHALL BE 12" DIA. WITH 12" DIA. MANHOLES WITH 30" DIA. COVERS.
- SEWER LINES SHALL BE 12" DIA. WITH 12" DIA. MANHOLES WITH 30" DIA. COVERS.

LEGEND:

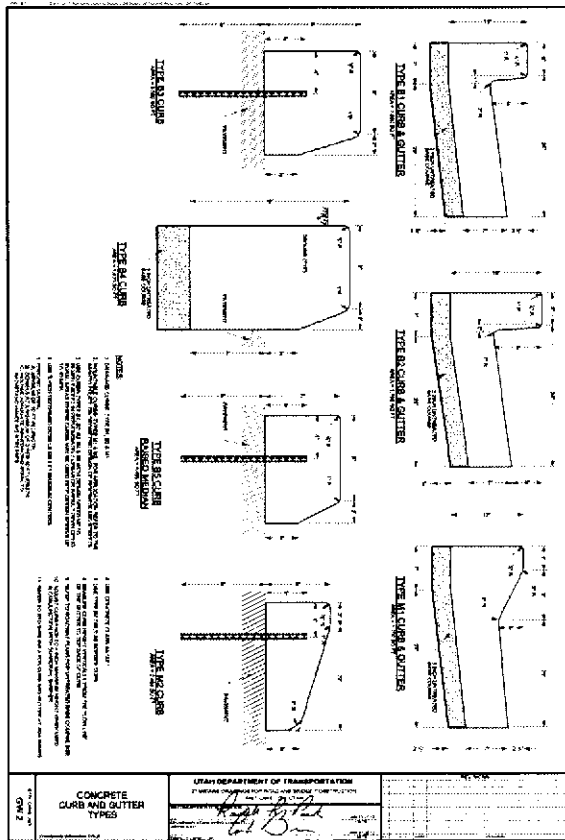
- ALL WATER CROSSINGS OVER SEWER LINES SHALL HAVE A MINIMUM OF 18" SEPARATION BETWEEN PEAKS.
- ALL WATER CROSSINGS OVER SEWER LINES SHALL HAVE A MINIMUM OF 18" SEPARATION BETWEEN PEAKS.
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- ALL WATER CROSSINGS OVER SEWER LINES SHALL HAVE A MINIMUM OF 18" SEPARATION BETWEEN PEAKS.

LEGEND:

- ALL WATER CROSSINGS OVER SEWER LINES SHALL HAVE A MINIMUM OF 18" SEPARATION BETWEEN PEAKS.
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- ALL WATER CROSSINGS OVER SEWER LINES SHALL HAVE A MINIMUM OF 18" SEPARATION BETWEEN PEAKS.



		SILVER CREEK VILLAGE CENTER LOT 13 SUBDIVISION CONSTRUCTION DOCUMENTS	
DATE: AUGUST 11, 2020 DESIGN BY: H&M DRAWN BY: BMD CHECKED BY: BMD PROJECT NO: 307-30V-13 DRAWING NO: CD		SHEET TITLE: JUNIPER LANE PLAN & PROFILE STA 15+00 - END	SHEET NUMBER: C307

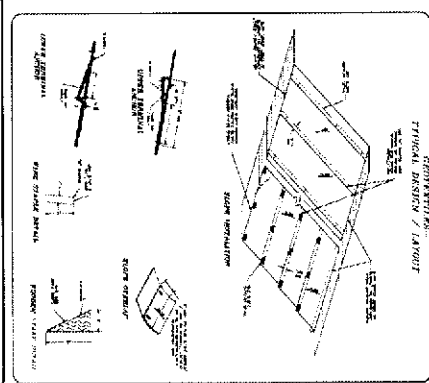
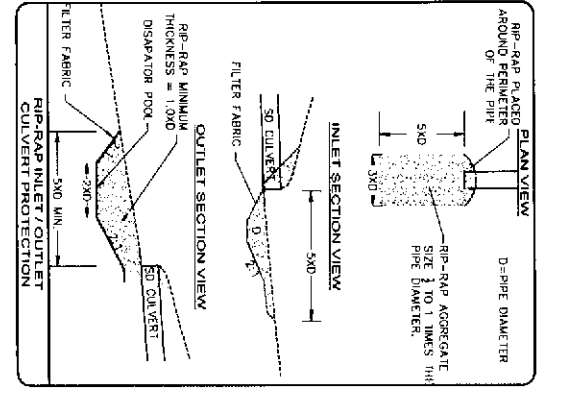
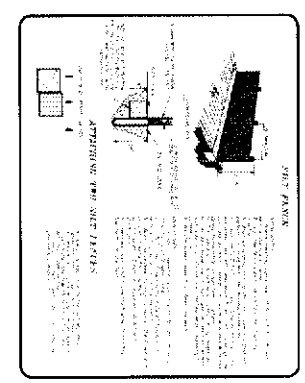
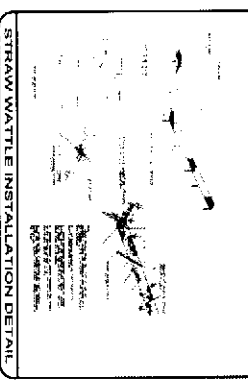
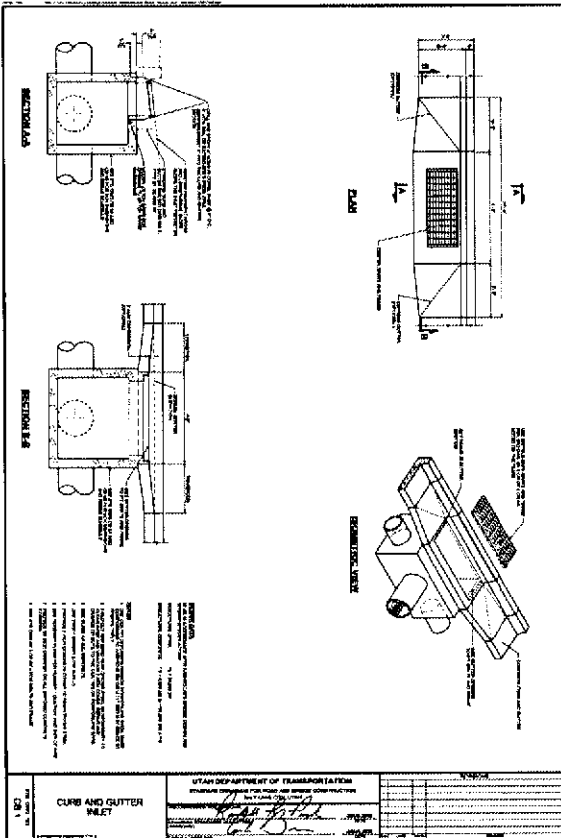
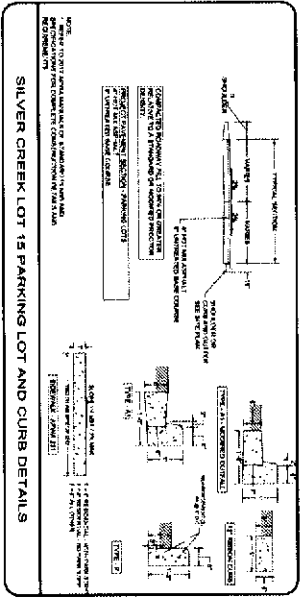
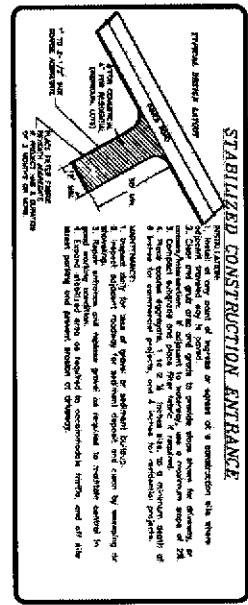


HOLLAND
 DESIGN CENTER

DATE: 8/11/20
 DRAWN BY: [Signature]
 CHECKED BY: [Signature]
 IN CHARGE: [Signature]
 PROJECT NO.: [Blank]
 SHEET NO.: [Blank]
 TOTAL SHEETS: [Blank]

STANDARD DETAILS
 C702

SILVER CREEK VILLAGE CENTER
LOT 13 SUBDIVISION
CONSTRUCTION DOCUMENTS



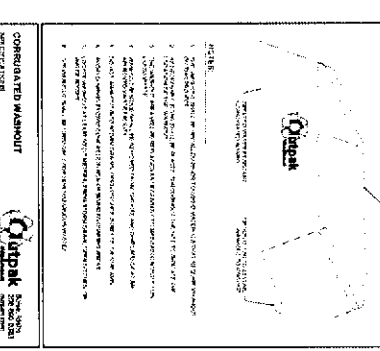
REVEGETATION SPECIFICATIONS

GENERAL NOTES:

1. SEE PLAN FOR DIMENSIONS AND LOCATIONS OF CURBS AND GUTTERS.
2. SEE PLAN FOR DIMENSIONS AND LOCATIONS OF CURBS AND GUTTERS.
3. SEE PLAN FOR DIMENSIONS AND LOCATIONS OF CURBS AND GUTTERS.
4. SEE PLAN FOR DIMENSIONS AND LOCATIONS OF CURBS AND GUTTERS.
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8. SEE PLAN FOR DIMENSIONS AND LOCATIONS OF CURBS AND GUTTERS.
9. SEE PLAN FOR DIMENSIONS AND LOCATIONS OF CURBS AND GUTTERS.
10. SEE PLAN FOR DIMENSIONS AND LOCATIONS OF CURBS AND GUTTERS.

NATIVE GRASS MIXTURE

Species	Quantity
Bluegrass	10%
Timothy	10%
Orchardgrass	10%
Perennial Ryegrass	10%
Annual Ryegrass	10%
Redtop	10%
White Clover	10%
Black Clover	10%
Red Clover	10%
White Trefoil	10%
Black Trefoil	10%
Red Trefoil	10%
White Vetch	10%
Black Vetch	10%
Red Vetch	10%



**SILVER CREEK VILLAGE CENTER
 LOT 13 SUBDIVISION
 CONSTRUCTION DOCUMENTS**

McHOLLAND
 ENGINEERS & ARCHITECTS

PROJECT TITLE
 STANDARD
 DETAILS

PROJECT NUMBER
 C703

DATE
 AUGUST 11, 2020

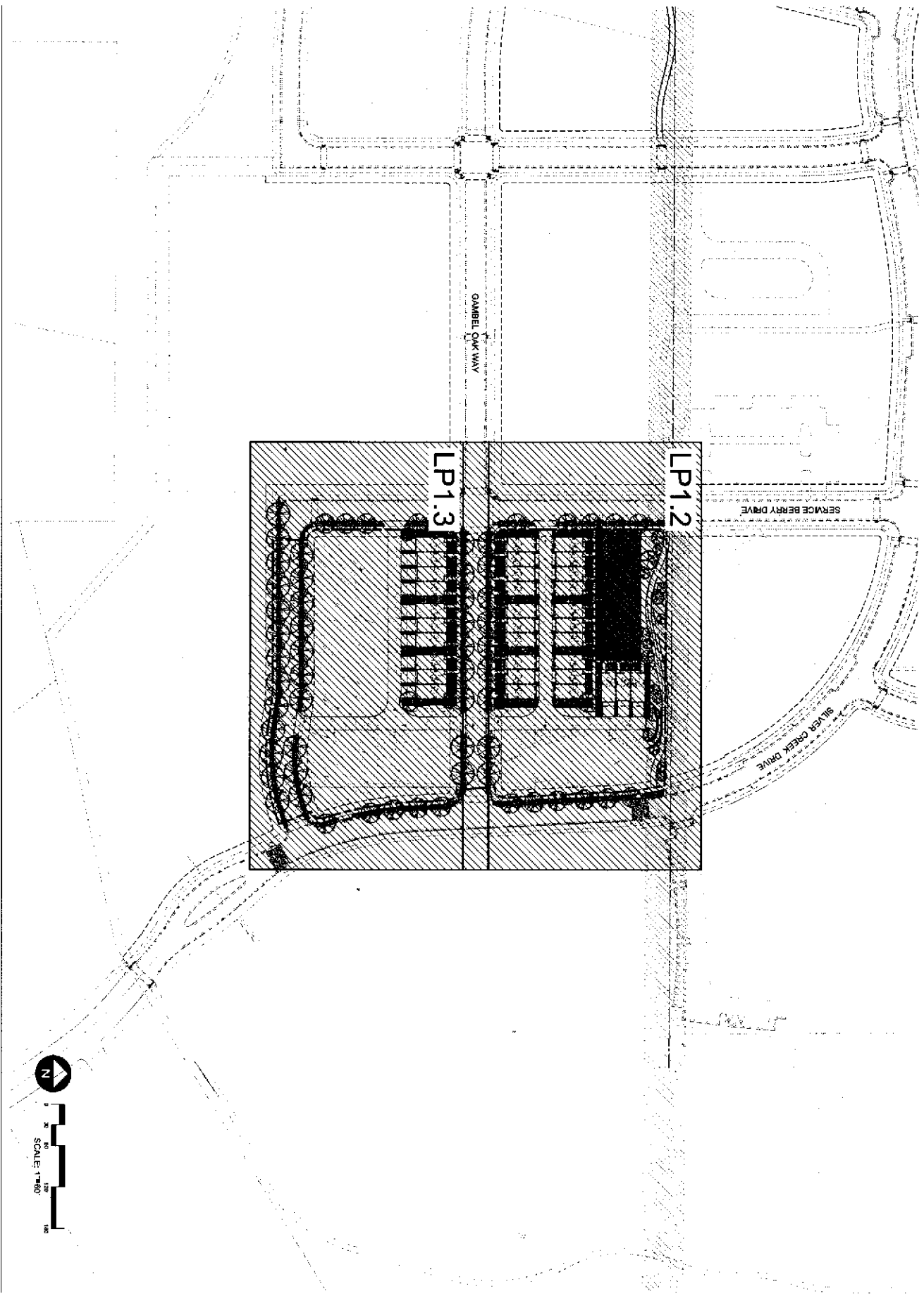
DESIGNED BY
 JHBS

CHECKED BY
 JHBS

APPROVED BY
 JHBS

SCALE
 AS SHOWN

PROJECT NO.
 C703



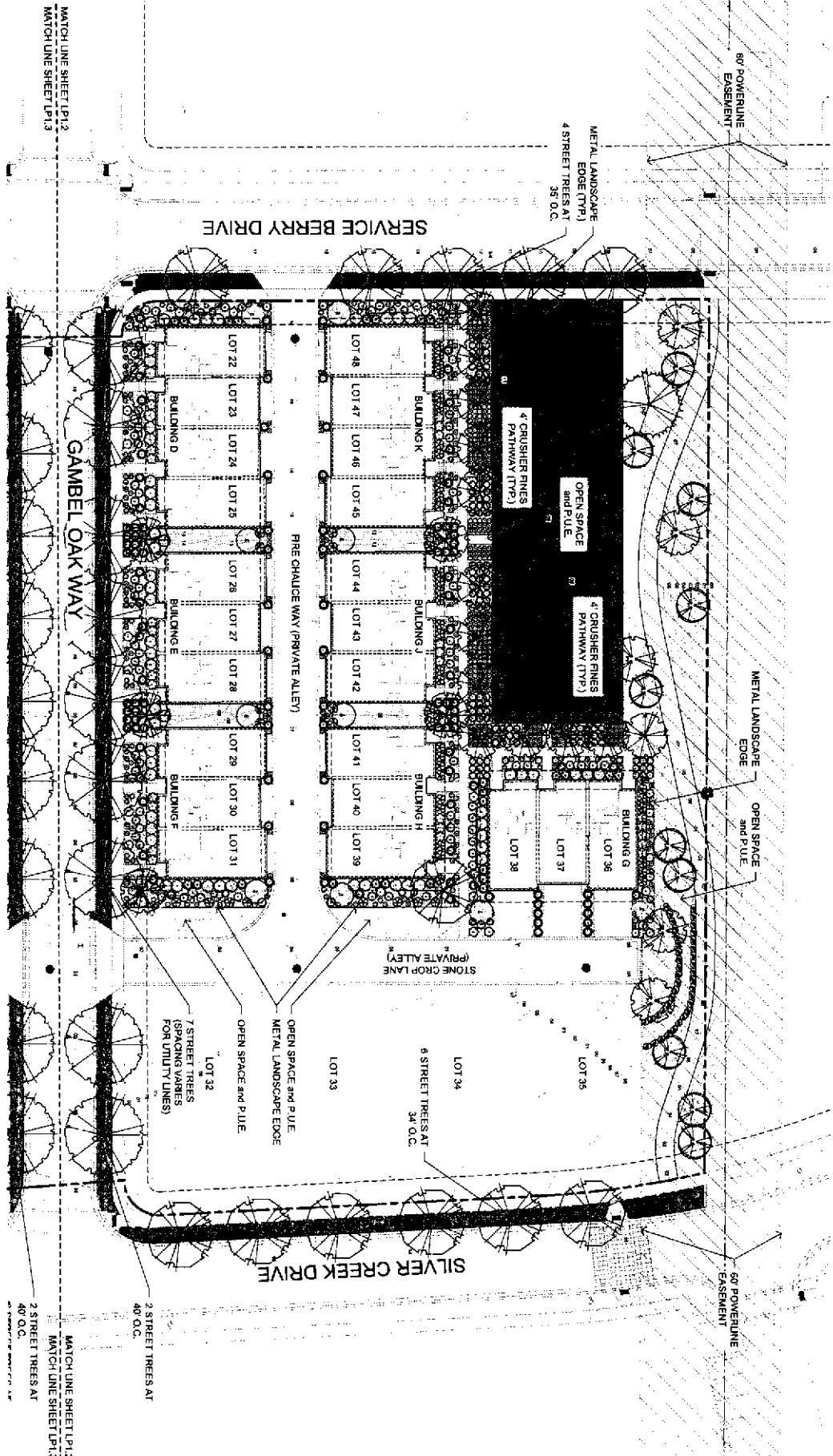
SILVER CREEK VILLAGE

LOT 13


SUMMIT COUNTY, UTAH

PREPARED FOR:
 CVM LAND CO.
 225 W. 1000 S. SUITE 200
 CENTRAL UTAH DEVELOPMENT

DATE	JAN. 2008
PROJECT	
DRAWN BY	AMC
DESIGNED BY	EL
VERSION	FINAL SITE PLAN
REVISIONS	
SHEET TITLE	LOT 13 OVERALL LANDSCAPE PLAN
CLIENT NUMBER	LP1.1



MATCH LINE SHEET LP12
 MATCH LINE SHEET LP13



EST. 2004
 LDG
 LANDSCAPE DESIGN GROUP

SILVER CREEK VILLAGE

LOT 13

SUMMIT COUNTY, UTAH

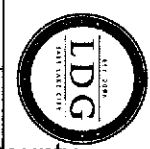
01147483 Page 32 of 42 Summit County

DATE:	APRIL 2020	PROJECT:	SILVER CREEK VILLAGE	DRAWN BY:	JMC
PROJECT:		DESIGNER:		CHECKED BY:	SL
DRAWN BY:	JMC	REVISION:		SCALE:	1"=20'
DATE:		APPROVED BY:			
PROJECT:					
DRAWN BY:	JMC				
DATE:					

REQUIRED FOR:
 CIVIL LAND CO.
 1750 S. 1000 E. SUITE 100
 DRAPER, UT 84040

SHEET TITLE:
 LOT 13
 LANDSCAPE PLAN

SHEET NUMBER:
 LP1.2



SILVER CREEK VILLAGE

LOT 13

LANDSCAPE NOTES:

- A. REMOVE 4" MESH MULCH IN ALL SMALL BERTS UNLESS NOTED OTHERWISE.
- B. ALL LANDSCAPE BERTS SHALL HAVE STEEL LANDSCAPE EDGE AT 1/4" MAX. HEIGHT.
- C. ALL BERTS SHALL BE 18" WIDE AND 18" DEEP. ALL BERTS SHALL BE 18" WIDE AND 18" DEEP.
- D. ALL BERTS SHALL BE 18" WIDE AND 18" DEEP. ALL BERTS SHALL BE 18" WIDE AND 18" DEEP.
- E. ALL BERTS SHALL BE 18" WIDE AND 18" DEEP. ALL BERTS SHALL BE 18" WIDE AND 18" DEEP.
- F. ALL BERTS SHALL BE 18" WIDE AND 18" DEEP. ALL BERTS SHALL BE 18" WIDE AND 18" DEEP.
- G. ALL BERTS SHALL BE 18" WIDE AND 18" DEEP. ALL BERTS SHALL BE 18" WIDE AND 18" DEEP.
- H. ALL BERTS SHALL BE 18" WIDE AND 18" DEEP. ALL BERTS SHALL BE 18" WIDE AND 18" DEEP.
- I. ALL BERTS SHALL BE 18" WIDE AND 18" DEEP. ALL BERTS SHALL BE 18" WIDE AND 18" DEEP.
- J. ALL BERTS SHALL BE 18" WIDE AND 18" DEEP. ALL BERTS SHALL BE 18" WIDE AND 18" DEEP.
- K. ALL BERTS SHALL BE 18" WIDE AND 18" DEEP. ALL BERTS SHALL BE 18" WIDE AND 18" DEEP.
- L. ALL BERTS SHALL BE 18" WIDE AND 18" DEEP. ALL BERTS SHALL BE 18" WIDE AND 18" DEEP.
- M. ALL BERTS SHALL BE 18" WIDE AND 18" DEEP. ALL BERTS SHALL BE 18" WIDE AND 18" DEEP.
- N. ALL BERTS SHALL BE 18" WIDE AND 18" DEEP. ALL BERTS SHALL BE 18" WIDE AND 18" DEEP.
- O. ALL BERTS SHALL BE 18" WIDE AND 18" DEEP. ALL BERTS SHALL BE 18" WIDE AND 18" DEEP.
- P. ALL BERTS SHALL BE 18" WIDE AND 18" DEEP. ALL BERTS SHALL BE 18" WIDE AND 18" DEEP.
- Q. ALL BERTS SHALL BE 18" WIDE AND 18" DEEP. ALL BERTS SHALL BE 18" WIDE AND 18" DEEP.
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- S. ALL BERTS SHALL BE 18" WIDE AND 18" DEEP. ALL BERTS SHALL BE 18" WIDE AND 18" DEEP.
- T. ALL BERTS SHALL BE 18" WIDE AND 18" DEEP. ALL BERTS SHALL BE 18" WIDE AND 18" DEEP.
- U. ALL BERTS SHALL BE 18" WIDE AND 18" DEEP. ALL BERTS SHALL BE 18" WIDE AND 18" DEEP.
- V. ALL BERTS SHALL BE 18" WIDE AND 18" DEEP. ALL BERTS SHALL BE 18" WIDE AND 18" DEEP.
- W. ALL BERTS SHALL BE 18" WIDE AND 18" DEEP. ALL BERTS SHALL BE 18" WIDE AND 18" DEEP.
- X. ALL BERTS SHALL BE 18" WIDE AND 18" DEEP. ALL BERTS SHALL BE 18" WIDE AND 18" DEEP.
- Y. ALL BERTS SHALL BE 18" WIDE AND 18" DEEP. ALL BERTS SHALL BE 18" WIDE AND 18" DEEP.
- Z. ALL BERTS SHALL BE 18" WIDE AND 18" DEEP. ALL BERTS SHALL BE 18" WIDE AND 18" DEEP.

LANDSCAPE DETAILS:

ITEM	DESCRIPTION	QUANTITY	UNIT	REMARKS
1	GRASS	200	SQ. FT.	
2	FLORA	100	PLANT	
3	FRUITING PLANT	50	PLANT	
4	FRUITING PLANT	50	PLANT	
5	FRUITING PLANT	50	PLANT	
6	FRUITING PLANT	50	PLANT	
7	FRUITING PLANT	50	PLANT	
8	FRUITING PLANT	50	PLANT	
9	FRUITING PLANT	50	PLANT	
10	FRUITING PLANT	50	PLANT	
11	FRUITING PLANT	50	PLANT	
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50	FRUITING PLANT	50	PLANT	

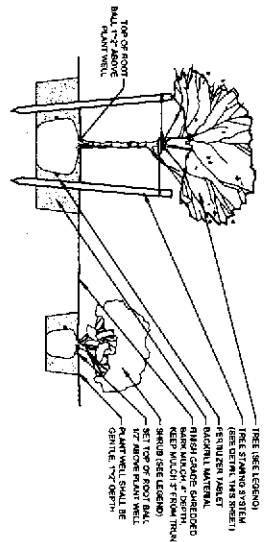
PLANT SCHEDULE

SYMBOL	PLANT NAME	PLANT CODE	PLANT SIZE	PLANT QUANTITY	PLANT UNIT	PLANT REMARKS
1	FRUITING PLANT	FRUITING	18" WIDE	50	PLANT	
2	FRUITING PLANT	FRUITING	18" WIDE	50	PLANT	
3	FRUITING PLANT	FRUITING	18" WIDE	50	PLANT	
4	FRUITING PLANT	FRUITING	18" WIDE	50	PLANT	
5	FRUITING PLANT	FRUITING	18" WIDE	50	PLANT	
6	FRUITING PLANT	FRUITING	18" WIDE	50	PLANT	
7	FRUITING PLANT	FRUITING	18" WIDE	50	PLANT	
8	FRUITING PLANT	FRUITING	18" WIDE	50	PLANT	
9	FRUITING PLANT	FRUITING	18" WIDE	50	PLANT	
10	FRUITING PLANT	FRUITING	18" WIDE	50	PLANT	
11	FRUITING PLANT	FRUITING	18" WIDE	50	PLANT	
12	FRUITING PLANT	FRUITING	18" WIDE	50	PLANT	
13	FRUITING PLANT	FRUITING	18" WIDE	50	PLANT	
14	FRUITING PLANT	FRUITING	18" WIDE	50	PLANT	
15	FRUITING PLANT	FRUITING	18" WIDE	50	PLANT	
16	FRUITING PLANT	FRUITING	18" WIDE	50	PLANT	
17	FRUITING PLANT	FRUITING	18" WIDE	50	PLANT	
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50	FRUITING PLANT	FRUITING	18" WIDE	50	PLANT	

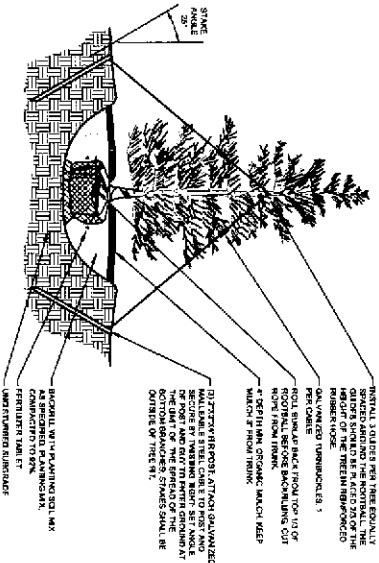
PREPARED FOR: **LDG LANDSCAPE DESIGN**
 PROJECT: **LOT 13 LANDSCAPE**
 SHEET NUMBER: **LP1.4**

DATE: **04/01/2020**
 PROJECT: **LOT 13 LANDSCAPE**
 DRAWN BY: **LDG**
 CHECKED BY: **LDG**
 DESIGNER: **LDG**
 REVISIONS:

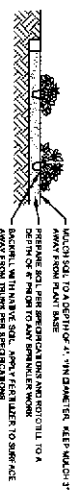
NOTES:
 1. TREE SHALL BE PLANTED TO THIRTY-CENTIMETER (3") ABOVE FINISHED GRADE.
 2. PLANTING SHALL BE DONE IN ACCORDANCE WITH THE FOLLOWING:
 3. ONE (1) GALLON OF FOOT BALL DEPTH & ROOT BALL DEPTH SHALL BE USED FOR EACH PLANTING.
 4. SEE THE MANUFACTURER'S RECOMMENDATIONS FOR EACH PLANT SIZE.



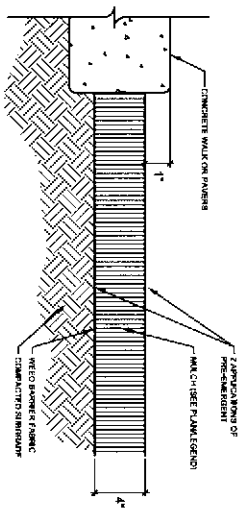
1 TREE AND SHRUB PLANTING DETAIL
 SCALE: NIS



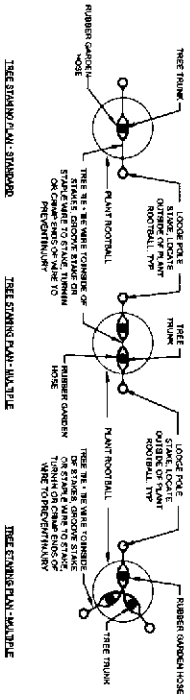
2 EVERGREEN TREE PLANTING AND STAKING
 SCALE: NIS



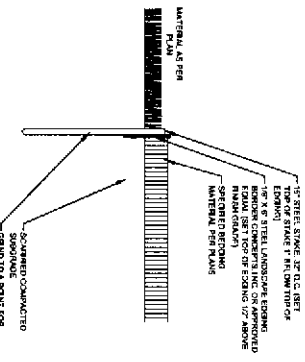
3 PERENNIAL/GROUNDCOVER PLANTING DETAIL
 SCALE: NIS



4 LANDSCAPE MULCH
 SCALE: NIS



5 TREE STAKING DETAIL
 SCALE: NIS



6 METAL LANDSCAPE EDGING
 SCALE: NIS



SILVER CREEK VILLAGE
 LOT 13

DATE	APRIL 2001
PROJECT	OVERALL LANDSCAPE DETAILS
DRAWN BY	AKC
REVIEW BY	RI
VERSION	FINAL SITE PLAN
TELEPHONE	
SHEET TITLE	
OVERALL LANDSCAPE DETAILS	
SHEET NUMBER	
LP1.5	

PREPARED FOR:
 CUY LAND CO.
 2020 W. 1000 S.
 CENTRALVILLE, UTAH 84302

EXHIBIT C

COST OF CONSTRUCTION PE ESTIMATE

(Insert Cost of Construction PE Estimate after this Page)

COST OF CONSTRUCTION PE ESTIMATE					
Project:	LOT 13 SUBDIVISION SUMMARY			DATE: SEPTEMBER 9, 2020	
Item No.	Description	Unit	Quantity	Unit Cost	Total Cost
0	ESSENTIAL				
1	EARTHWORK				
2	Mobilization	LS	1	\$ 3,500	\$ 3,500.00
3	Silt Fence	LF	1,323	\$ 3.00	\$ 3,969.00
4	Construction Entrance	EA	4	\$ 1,500	\$ 6,000.00
5	Site Grubbing and Stock Pile Topsoil (12")	SY	0	\$ 2.60	\$ -
6	Revegetation	SF	162,728	\$ 0.18	\$ 29,291.04
7	Excavation (included 8' SW, Alleys, Roads)				
8	CUT / FILL SITE EXCAVATION	CY	7,750	\$ 23.00	\$ 178,250.00
9	Face Stacked Rock Wall (along 8' SW)	SF	780	\$ 92.00	\$ 71,760.00
10					EARTHWORK SUBTOTAL: \$ 292,770.04
11	ROADWAY				
12	Curb and Gutter - 30"	LF	1,521	\$ 23.00	\$ 34,983.00
13	Roadway Asphalt Paving - 4" Thick	SF	18,646	\$ 2.56	\$ 47,733.76
14	Roadway 4" UTBC+7" SUB - 11" Thick	CY	633	\$ 46.00	\$ 29,119.99
15	ADA Ramps	EA	0	\$ 4,025.00	\$ -
16	Sidewalk - 4" Thick	SF	8,355	\$ 6.00	\$ 50,130.00
17	Roadway Striping	LS	1	\$ 500	\$ 500.00
18	Roadway Signage	EA	7	\$ 863.00	\$ 6,041.00
19					ROADWAY SUBTOTAL: \$ 168,507.75
20	ALLEY				
21	12" Concrete Band (included 6" UTBC and 6" Thick)	LF	1,876	\$ 8.00	\$ 15,008.00
22	2' Back Curb & Gutter (included 6" UTBC and 6" Thick)	LF	27	\$ 23.00	\$ 621.00
23	Alley Asphalt Paving-4" Thick	SF	18,335	\$ 2.56	\$ 46,937.60
24	Alley UTBC-8" Thick	CY	453	\$ 46.00	\$ 20,824.94
25	Alley Concrete Ramps	SF	1,651	\$ 8.00	\$ 13,208.00
26					ALLEY SUBTOTAL: \$ 96,599.54
27	STORM DRAINAGE				
28	18" ADS PIPE	LF	230	\$ 98.00	\$ 22,540.00
29	8" PVC PIPE	LF	252	\$ 25.00	\$ 6,300.00
30	ROADWAY INLET BOXES	EA	4	\$ 2,875.00	\$ 11,500.00
31	ALLEY 1X1 INLET BOXES	EA	5	\$ 2,875.00	\$ 14,375.00
32	RIP RAP OUTLET	EA	1	\$ 863.00	\$ 863.00
33					STORM DRAINAGE SUBTOTAL: \$ 55,578.00
34	NON-ESSENTIAL				
35	8' Wide Trail	SF	3,058	\$ 3.00	\$ 9,174.00
36					NON-ESSENTIAL SUBTOTAL: \$ 9,174.00
37					
38					ESSENTIAL & NON-ESSENTIAL SUBTOTAL: \$ 622,629.33
39					10% CONTINGENCY: \$ 62,262.93
40					ESSENTIAL & NON-ESSENTIAL SUBTOTAL WITH CONTINGENCY: \$ 684,892.26
41					10% WARRANTY: \$ 68,489.23
42					ESSENTIAL & NON-ESSENTIAL TOTAL: \$ 753,381.48
43					
44	LANDSCAPE IMPROVEMENTS				
45	Turfgrass (Sod)	SF	26,009	\$ 0.35	\$ 9,103.15
46	Topsoil (Turfgrass)	CY	318	\$ 40.00	\$ 12,720.00
47	Native Seed Mix (Hydroseed)	SF	17,385	\$ 0.15	\$ 2,607.75
48	Top Soil (Native Seed Mix)	CY	213	\$ 40.00	\$ 8,520.00
49	Shredded Bark Mulch (Planter Beds)	CY	257	\$ 90.00	\$ 23,130.00
50	Topsoil (Planter Beds)	CY	778	\$ 40.00	\$ 31,120.00
51	Weed Barrier Fabric (Planter Beds)	SF	20,992	\$ 0.30	\$ 6,297.60
52	Decomposed Granite Pathway	SF	375	\$ 5.00	\$ 1,875.00
53	Metal Landscape Edging	LF	745	\$ 10.00	\$ 7,450.00
54	Deciduous Tree - 2" caliper	EA	86	\$ 450.00	\$ 38,700.00
55	Deciduous Tree - Multi Stem	EA	15	\$ 400.00	\$ 6,000.00
56	Conifer Tree - 8' Height	EA	1	\$ 950.00	\$ 950.00
57	Deciduous and Evergreen Shrubs - #5 gallon	EA	411	\$ 45.00	\$ 18,495.00
58	Ornamental Grasses - #1 gallon	EA	339	\$ 16.00	\$ 5,424.00
59	Flowering Perennials - #1 gallon	EA	574	\$ 16.00	\$ 9,184.00
60					LANDSCAPE IMPROVEMENTS SUBTOTAL: \$ 181,576.50
61	IRRIGATION IMPROVEMENTS				
62	Point Of Connection	EA	1	\$ 3,500.00	\$ 3,500.00
63	Spray Valves (Turf Grass and Native Seed Mix)	EA	19	\$ 950.00	\$ 18,050.00
64	Drip Valves (Planter Bed Areas)	EA	5	\$ 850.00	\$ 4,250.00
65					IRRIGATION IMPROVEMENTS SUBTOTAL: \$ 25,800.00
66					
67					LANDSCAPING SUBTOTAL: \$ 207,376.50
68					20% WARRANTY: \$ 41,475.30
69					LANDSCAPING TOTAL WITH WARRANTY: \$ 248,851.80
70					
71					FINAL TOTAL: \$ 1,002,233.28

EXHIBIT D

ASSURANCE

(Insert the proper Assurance after this Page)

PERFORMANCE BOND

(Title 63G, Chapter 6a, U.C.A. 1953, as Amended)

Sample to be followed in issuance of Performance Bond to Summit County, which Performance Bond shall be printed on the Surety's Letter Head

KNOW ALL MEN BY THESE PRESENTS:

CW Larsen Village LLC

That _____ [Developer Name] (hereinafter referred to as the "**Principal**"), and Atlantic Specialty Insurance Companyh [Surety Name], a corporation organized and existing under the laws of the State of New York, with its principal office in the City of Plymouth, State of Minnesota, designated and listed under the U.S. Department of the Treasury Circular 570 (Companies Holding Certificates of Authority as Acceptable Securities on Federal Bonds and as Acceptable Reinsuring Companies) and authorized to transact business in the State of Utah (hereinafter referred to as the "**Surety**"), are held and firmly bound unto **Summit County** (hereinafter referred to as the "**Oblige**"), in the amount of [Written Dollar Amount] One Million and Two Thousand Two Hundred Thirty Three and 28/100 Dollars DOLLARS (\$ 1,002,233.28) [includes both the Cost of Completion and 10% warranty] for the payment whereof, the said Principal and Surety bind themselves and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written Development Improvements Agreement with the Oblige, dated the 3rd day of August, 20 20, recorded in the Office of the Summit County Recorder as Entry No. 1066785, Book _____, beginning at Page _____, (the "**DIA**"), to construct and install improvements as set forth therein (the "**Improvements**") in the County of Summit, State of Utah, Project No. SCVC-13, for the approximate sum of [Written Dollar Amount] Dollars (\$ 1,002,233.28) [includes both the Cost of Completion and 10% warranty], which DIA is hereby incorporated herein by this reference. ****One Million and Two Thousand Two Hundred Thirty Three and 28/100 Dollars**

NOW, THEREFORE, the condition of this obligation is such that if the said Principal shall faithfully perform the DIA in accordance with the provisions thereof, including, but not limited to, the Site Improvements Plan, Completion Period, Warranty Period, and the terms of the DIA as said DIA may be subject to modifications or changes, then this obligation shall be void; otherwise it shall remain in full force and effect.

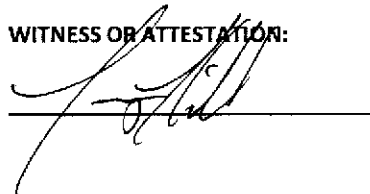
No right of action shall accrue on this bond to or for the use of any person or corporation other than Summit County or the heirs, executors, administrators or successors of said Summit County.

The parties agree that the dispute provisions provided in the DIA apply and shall constitute the sole dispute procedures of the parties.

PROVIDED, HOWEVER, that this bond is executed pursuant to the Provisions of Title 63G, Chapter 6a, Utah Code Annotated, 1953, as amended, and all liabilities on this Bond shall be determined in accordance with said provisions to the same extent as if it were copied at length herein.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this 10th day of September 2020.

WITNESS OR ATTESTATION:



(Affix Corporate Seal)

PRINCIPAL: CW Larsen Village LLC

By:



Title:

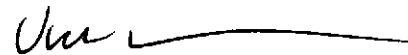
Manager

WITNESS:



SURETY: Atlantic Specialty Insurance Company

By:



Vicki Sorensen, Attorney-in-Fact

Attorney-in-Fact (Affix Corporate Seal)

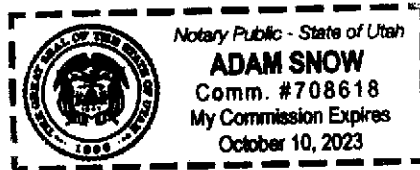
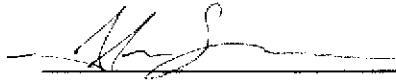
STATE OF Utah
COUNTY OF Salt Lake) ss.

On this 10th day of September, 20, personally appeared before me Vicki Sorensen, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who, being by me duly sworn, did say the he/she is the Attorney-in-fact of the above-named Surety Company and that he/she is duly authorized to execute the same and has complied in all respects with the laws of Utah in reference to becoming sole surety upon bonds, undertakings and obligations, and that he/she acknowledged to me that as Attorney-in-fact executed the same.

Subscribed and sworn to before me this 10th day of Septemer 20 20.

My commission expires: 10/10/23
Resides at: Salt Lake City UT

NOTARY PUBLIC



Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Lia Dressler, Budd Scow, Patricia Wilcox, Danielle Marchant, Brady Thorn, Adam Snow, Jace D. Pearson, W. Douglas Snow, Vicki Sorensen, James Dickson, W. Douglas Snow, Susan Smith, Brad Anderson, Lori Clark, Ginger Farnsworth, Toni Truman**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this twenty-seventh day of April, 2020.

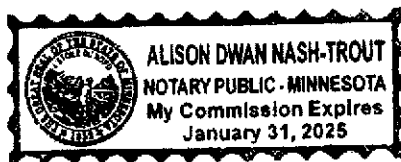
STATE OF MINNESOTA
HENNEPIN COUNTY



By

Paul J. Brehm, Senior Vice President

On this twenty-seventh day of April, 2020, before me personally came Paul J. Brehm, Senior Vice President of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, that he is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.



Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 10th day of September, 2020



Kara Barrow, Secretary

This Power of Attorney expires
January 31, 2025