

**When recorded return to:**  
Summit County Engineering  
PO 128 - 60 N. Main  
Coalville, Utah 84017

**ENTRY NO. 01197745**

11/15/2022 03:28:16 PM B: 2764 P: 0521

Agreement PAGE 1/23

RHONDA FRANCIS, SUMMIT COUNTY RECORDER

FEE 40.00 BY WOHALI LAND ESTATES LLC



**DEVELOPMENT IMPROVEMENTS AGREEMENT**

Project File #: 21-CP-02

Project Name: Wohali

Parcel ID: See Exhibit A

**THIS AGREEMENT** is made this \_\_\_\_\_ day of October, 2022, by and between Summit County, a political subdivision of the State of Utah (the "**County**"), and Wohali Land Estates, LLC, a Utah Limited Liability Company, whose address is 247 Village View Drive, Coalville 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 Wohali Offsites (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 \$ 1,686,067.00.
  - **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:**

Wohali Land Estates, LLC

Developer's Name

PO Box 438 Coalville, UT 84017

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: Wohali Land Estates, LLC

By: John Kaiser Signature John R. Kaiser

STATE OF Utah  
COUNTY OF Summit ss.

The foregoing instrument was acknowledged before me this 29 day of October  
by Mindy Duncan

Witness my hand and official seal.

My commission expires: October 10, 2023

Mindy Duncan  
Notary Public



SUMMIT COUNTY

County Manager

By: Janna B. Young

Signature Janna B. Young

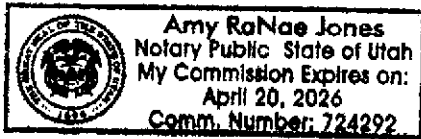
STATE OF Utah

COUNTY OF Summit ss.

The foregoing instrument was acknowledged before me this 15 day of November, 2022  
by Amy R. Jones

Witness my hand and official seal.

My commission expires: April 20, 2026



Amy R. Jones  
Notary Public

Approved as to form:

Nelen Strache  
Deputy County Attorney

**EXHIBIT A**

**PROPERTY LEGAL DESCRIPTION**

(Insert Legal Description of the Property after this Page)

**Parcel Number NS-349-B**

**Legal SW 1/4 OF SEC 7 T2N R5E,SLBM CONT154.45 ACRES**

**Parcel Number NS-349-A**

**NS-350-C**

**Legal SE1/4 SEC 7 T2NR5E SLBM (EXCEPTING 9.577 AC TO COALVILLE CITY M45-270-271)  
(LESS 1.0 AC 1018-636 NS-349-A-1) BAL 149.42 AC 329-786**

**Parcel Number NS-350-A**

**Legal BEGINNING AT THE SOUTHWEST CORNER OF SECTION 8, TOWNSHIP 2 NORTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE NORTH 00°48'13" WEST 1,762.02 FEET ALONG THE SECTION LINE; THENCE SOUTH 81°05'47" EAST 992.89 FEET; THENCE SOUTH 47°01'55" EAST 672.97 FEET; THENCE EAST 195.29 FEET TO THE WESTERLY LINE OF THE UNITED STATES OF AMERICA (BUREAU OF RECLAMATION); THE FOLLOWING SIX (6) COURSES ARE ALONG SAID LINE; THENCE SOUTH 03°11'42" WEST 458.20 FEET; THENCE SOUTH 29°29'08" EAST 126.21 FEET; THENCE SOUTH 16°02'18" EAST 99.70 FEET; THENCE SOUTH 08°00'18" EAST 26.00 FEET; THENCE SOUTH 00°12'42" WEST 193.60 FEET; THENCE SOUTH 13°13'18" EAST 318.87 FEET TO THE SECTION LINE; THENCE NORTH 88°36'18" WEST 1,784.43 FEET ALONG THE SECTION LINE TO THE POINT OF BEGINNING. CONT 60.00 AC  
(LESS 15.00 AC STATE ASSESSED GRAVEL PIT S-520) BAL 45.00 AC M/L M41-507 M58-487 M127-161 SUBJECT TO 6 FT R/W EASEMENT M232-786 (CORRECTION M41-507) 1003-445 1140-531 1384-1126 2023-460 2339-924 (2472-1869) (BDY 2482-951 EXH "B") 2482-959**

**Parcel Number S-520**

**Legal (PERSONAL PROPERTY) STATE ASSESSED - LAND ONLY 15.00 AC STATE ASSESSED GRAVEL PIT LOCATED IN THE SW1/4 SEC 8 T2NR5E (PRIOR SERIAL #NS-350-A) (LEASED TO REES'S ENTERPRISES S18009) 2023-460 (2472-1869) (BDY 2482-951 EXH "B") 2482-959**

**Parcel Number CT-441**

**Legal BEGINNING AT THE NORTHWEST CORNER OF SECTION 17, TOWNSHIP 2 NORTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE SOUTH 88°36'14" EAST 1,803.94 FEET ALONG THE SECTION LINE, MORE OR LESS, TO THE USA PROPERTY; THENCE SOUTH 06°59'54" EAST 237.06 FEET; THENCE SOUTH 18°53'54" EAST 502.00 FEET; THENCE SOUTH 28°19'54" EAST 190.60 FEET; THENCE SOUTH 01°08'06" WEST 182.65 FEET TO PARCEL NS-440; THE NEXT (3) COURSES ARE ALONG THE EXISTING FENCE LINE COMMON TO PARCEL NS-440; THENCE NORTH 88°40'16" WEST 1,902.33 FEET; THENCE SOUTH 00°58'29" EAST 992.30 FEET; THENCE SOUTH 88°37'54" EAST 1,039.76 FEET TO A 3 WAY FENCE CORNER; THENCE SOUTH 15°31'34" EAST 636.72 FEET ALONG AN EXISTING LINE OF FENCE COMMON TO PARCEL NS- 437; THENCE NORTH 89°06'43" WEST 1,363.89 FEET ALONG THE PROJECTION OF AN EXISTING LINE OF FENCE TO THE WEST QUARTER CORNER OF SAID SECTION 17, SAID QUARTER CORNER BEING MARKED WITH AN ORIGINAL STONE; THENCE NORTH 00°55'18" WEST 2,670.12 FEET ALONG THE SECTION LINE TO THE POINT OF BEGINNING. CONT 68.68 AC. M6-665 M57-576 M126-505 1219-394-402 (REF:1265-597)1265-604 2493-1330**

**Parcel Number NS-CT-371-X**

**Legal THAT PORTION OF THE FOLLOWING DESCRIBED PARCEL LYING OUTSIDE & THE BOUNDARY OF COALVILLE CITY. BEG NW COR OF NE 1/4 SEC 17, T2NR5E, SLBM TH S 88°1'1" E 521 FT, TH ALG CUR OF INT/ST 80; TH W 1155 FT, N 1°12' E 183.2 FT; N 271 W 190.6 FT, N 12°50' W 502 FT, N 6°56' W 240 FT, S 88°1'1" E 830 FT TO PT OF BEG CONT 9.29 ACRES**

**EXHIBIT B**

**SITE IMPROVEMENTS PLAN**

(Insert Site Improvements Plan after this Page)



**WOHALI**  
ROADWAY IMPROVEMENT PLANS  
**WOHALI WAY**

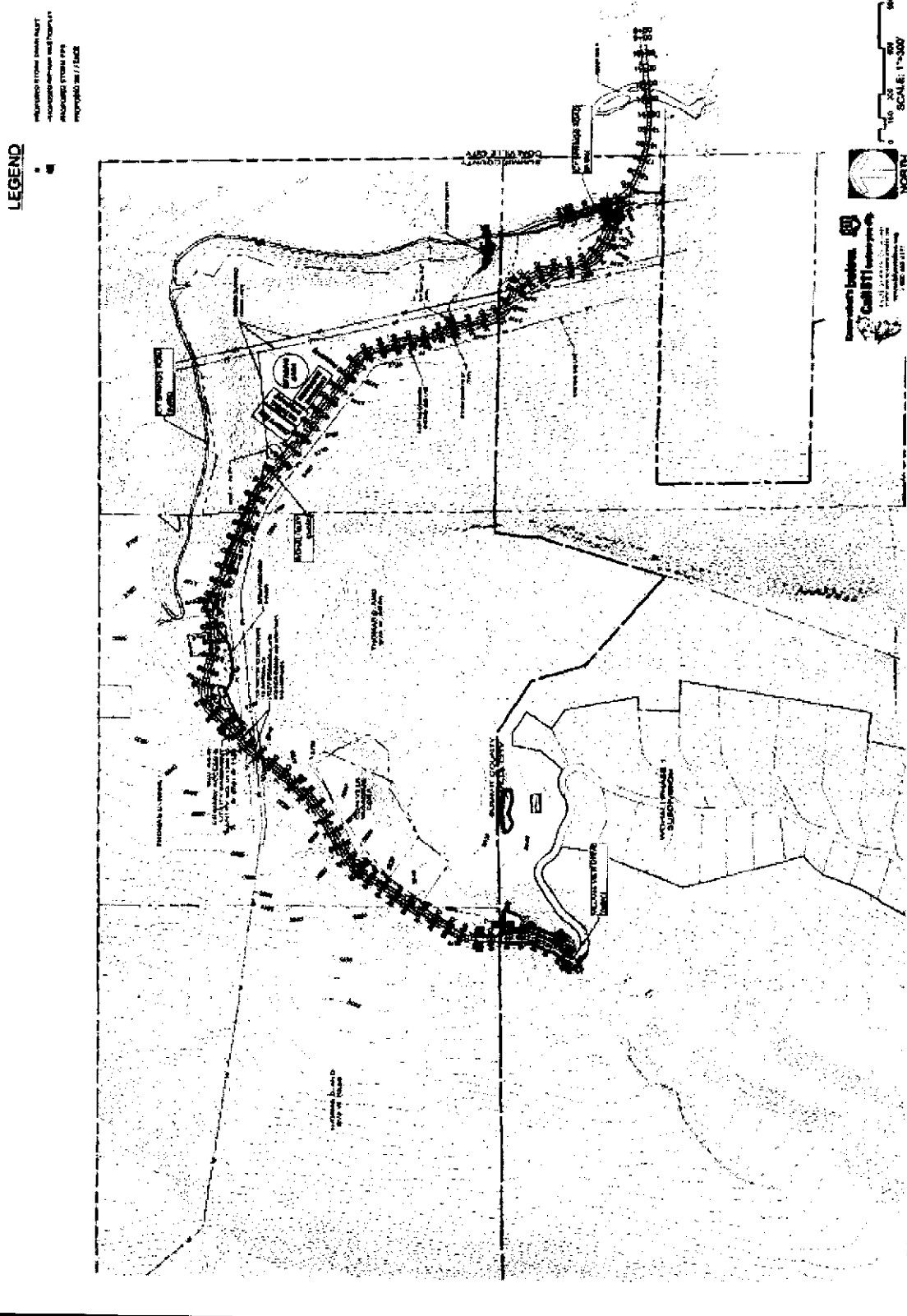
**LDG**

**MULLIGAN ENGINEERING SOLUTIONS**

DATE	10/20/11
DESIGNED BY	W. J. MULLIGAN
ENGINEER BY	W. J. MULLIGAN
CHECKED BY	W. J. MULLIGAN
PROJECT NO.	11-001
SCALE	AS SHOWN
REVISIONS	

WOHALI WAY  
SHOOP AND  
STORM WATER PLAN

**C204**





**EXHIBIT C**

**COST OF CONSTRUCTION PE ESTIMATE**

(Insert Cost of Construction PE Estimate after this Page)

**WOHALI WAY ROAD IMPROVEMENTS WITHIN SUMMIT OCUNTY COST OF CONSTRUCTION PE ESTIMATE**

Project: WOHALI WAY				Date: Oct 19, 2022	
Item No.	Description	Unit	Quantity	Unit Cost	Total Cost
1	<b>EARTHWORK</b>				
2	Silt Fence	LF	1,939	\$ 3.00	\$ 5,817.00
3	Construction Entrance	EA	-	\$ 1,500.00	\$ -
4	Roadway Excavation	CY	8,398	\$ 23.00	\$ 193,154.00
5	Revegetation	SF	233,091	\$ 0.18	\$ 41,956.38
6	EARTHWORK TOTAL:				\$ 240,927.38
7	<b>ROADWAY</b>				
8	Asphalt Paving - 4.0" Thick	SY	22,978	\$ 23.00	\$ 528,494.00
9	Untreated Base Course - 9" Thick	CY	5,745	\$ 46.00	\$ 264,270.00
10	Roadway Signage	EA	4	\$ 863.00	\$ 3,452.00
11	Asphalt to be Removed	SF	-	\$ 4.00	\$ -
12	ROADWAY TOTAL:				\$ 796,216.00
13	<b>STORM DRAINAGE</b>				
14	12" RCP Pipe	LF	64	\$ 121.00	\$ 7,744.00
15	15" RCP Pipe	LF	343	\$ 130.00	\$ 44,590.00
16	18" RCP Pipe	LF	115	\$ 138.00	\$ 15,870.00
17	30" RCP Pipe	LF	48	\$ 179.00	\$ 8,592.00
18	18" SD Pipe (HDPE)	LF	972	\$ 92.00	\$ 89,447.92
19	8'x3' BOX CULVERT	LF	128	\$ 485.00	\$ 62,080.00
20	Catch Basin	EA	11	\$ 2,875.00	\$ 31,625.00
21	Flared End with RIP-RAP	EA	15	\$ 978.00	\$ 14,670.00
22	Armored Ditch	LF	2,670	\$ 9.00	\$ 24,030.00
23	STORM DRAINAGE TOTAL:				\$ 298,648.92
24					
25					
26	NON-ESSENTIAL SUBTOTAL:				\$ -
27	ESSENTIAL AND NON-ESSENTIAL SUBTOTAL:				\$ 1,335,792.30
28	10% CONTINGENCY:				\$ 133,579.23
29	10% WARRANTY:				\$ 183,482.23
30	ESSENTIAL AND NON-ESSENTIAL TOTAL:				\$ 1,652,853.76
31					
32					
33					
34	LANDSCAPE SUBTOTAL:				\$ -
35	20% WARRANTY				\$ -
36	LANDSCAPE TOTAL:				\$ -
37	GRAND TOTAL:				\$ 1,652,853.76
38	PLAN REVIEW FEE (>100,000 sf of disturbed land):				\$ 2,150
39	WEED FEE:				\$ 250
40	CONSTRUCTION INSPECTION FEE:				\$ 13,027
41	MS4 INSPECTION FEE:				\$ 300
42	LONG TERM STORMWATER MANAGEMENT PLAN:				\$ 1,000
43	SWPPP MONTHLY INSPECTITONS:				\$ 1,200
44	ENGINEERING FEES TOTAL:				\$ 15,286

**EXHIBIT D**

**ASSURANCE**

(Insert the proper Assurance after this Page)



A Member of the Allstate Group

## Performance Bond

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

**Bond No. PB00591600002**

### KNOW ALL MEN BY THESE PRESENTS:

That Wohali Land Estates, LLC (hereinafter referred to as "**Principal**"), and Philadelphia Indemnity Insurance Company, a corporation organized and existing under the laws of the State of Pennsylvania, with its principal office in the city of Bala Cynwyd, State of Pennsylvania, designated and listed under the U.S. Department of the Treasury Circular 570 (NAIC #18058) 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 "**Obligee**"), in the amount of ONE MILLION, SIX HUNDRED EIGHTY SIX THOUSAND, SIXTY SEVEN DOLLARS (\$1,686,067.00) 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 Obligee, dated the 24th day of October, 2022, recorded in the Office of the Summit County Recorder as Entry No. 01183702, Book 2724, beginning at Page 0808, (the "**DIA**"), to construct and install improvements as set forth therein (the "Improvements") in the County of Summit, State of Utah, Project No. 21-CP-02, for the approximate sum of ONE MILLION, SIX HUNDRED EIGHTY SIX THOUSAND, SIXTY SEVEN DOLLARS (\$1,686,067.00) [includes both the Cost of Completion and 105 warranty], which DIA is hereby incorporated herein by this reference.

**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.

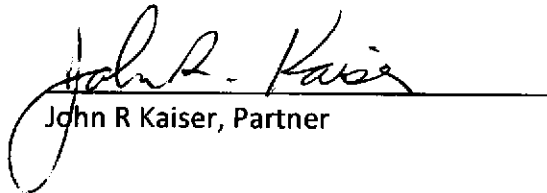
**PROVIDED, HOWEVER,** that this bond is executed pursuant to the Provisions of Title 63G, Chapter 6a, Utah Code Annotated, 1953, as amended, and all liabilities on this bond shall be determined in accordance with said provisions to the same extent as if it were copied at length herein.

**IN WITNESS WHEREOF,** the said Principal and Surety have signed and sealed this instrument this 31st day of October, 2022.

**WITNESS OR ATTESTATION:**



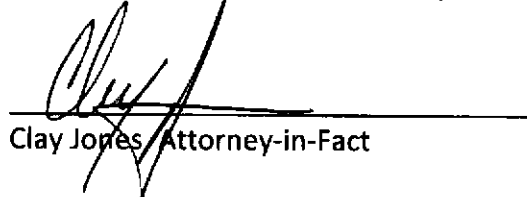
**PRINCIPAL:** Wohali Land Estates, LLC

  
John R Kaiser, Partner

**WITNESS:**



**SURETY:** Philadelphia Indemnity Insurance Company

  
Clay Jones, Attorney-in-Fact

STATE OF UTAH

COUNTY OF WEBER

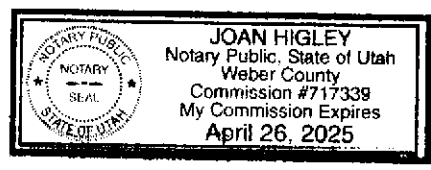
On this the 31<sup>st</sup> day of October, 2022, personally appeared before me Chay Jones, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who, being by me duly sworn, did say that he/she is the Attorney-in-Fact of the above-named Surety Company and 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 31<sup>st</sup> day of October, 2022.

My commission expires: 4/26/2025  
Resides at:  Ogden UT

NOTARY PUBLIC

Joan Higley



**PHILADELPHIA INDEMNITY INSURANCE COMPANY**

One Bala Plaza, Suite 100  
Bala Cynwyd, PA 19004-0950

**Power of Attorney**

KNOW ALL PERSONS BY THESE PRESENTS: That **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint Clay Jones, Eric Jones and Josh Jones of Blackburn Jones Co. its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$50,000,000.

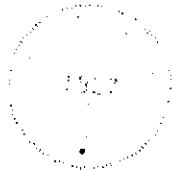
This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14<sup>th</sup> of November, 2016.

**RESOLVED:** That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

**FURTHER RESOLVED:** That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

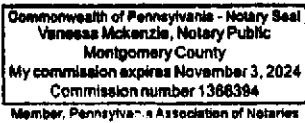
IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 5TH DAY OF MARCH, 2021.

(Seal)



John Glomb, President & CEO  
Philadelphia Indemnity Insurance Company

On this 5<sup>th</sup> day of March, 2021 before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.



Notary Public:

*Vanessa McKenzie*

residing at:

Bala Cynwyd, PA

My commission expires:

November 3, 2024

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 5<sup>th</sup> day March, 2021 are true and correct and are still in full force and effect. I do further certify that John Glomb, who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 31st day of October, 2022.

Edward Sayago, Corporate Secretary  
PHILADELPHIA INDEMNITY INSURANCE COMPANY

