

**ENTRY NO. 01209983**

09/22/2023 08:42:53 AM B: 2795 P: 0371

Agreement PAGE 1/33  
RHONDA FRANCIS, SUMMIT COUNTY RECORDER  
FEE 40.00 BY IVORY DEVELOPMENT



WHEN RECORDED MAIL TO:  
Summit County Engineer  
60 N. Main, P.O. Box 128  
Coalville, UT 84017

Space above for Recorders Stamp

**DEVELOPMENT IMPROVEMENTS AGREEMENT**

Project File #: 23-CP-09  
Project Name: COUNTRY SIDE ESTATES  
Parcel ID: SEE EXHIBIT A

**THIS AGREEMENT** is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Summit County, a political subdivision of the State of Utah (the "**County**"), and Ivory Development LLC, a Limited Liability Company, whose address is 978 Woodoak Lane, Salt Lake City, UT 84117 (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 Countyside Estates (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 \$ \_ \$590,511.64 \_\_\_\_\_.
- **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 Majure:** 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:**

Ivory Development, LLC  
Developer's Name  
979E Woodcock Lane, SLC 84117  
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: Ivory Development, LLC

By: [Signature] Signature  
Kevin Angleson, Secretary

STATE OF Utah  
COUNTY OF Salt Lake SS.

The foregoing instrument was acknowledged before me this 29 day of June, by Donna Perkins  
Witness my hand and official seal.

My commission expires: 5-30-2023

[Signature]  
Notary Public



SUMMIT COUNTY

County Manager

By: Shay Scott

Signature

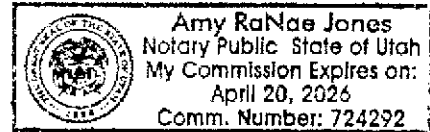
STATE OF Utah  
COUNTY OF Summit ) ss.

The foregoing instrument was acknowledged before me this 19 day of July 2023

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:

Helen Steachay  
Deputy County Attorney

EXHIBIT A

**PROPERTY LEGAL DESCRIPTION**

(Insert Legal Description of the Property after this Page)

EXHIBIT A

**PROPERTY LEGAL DESCRIPTION**

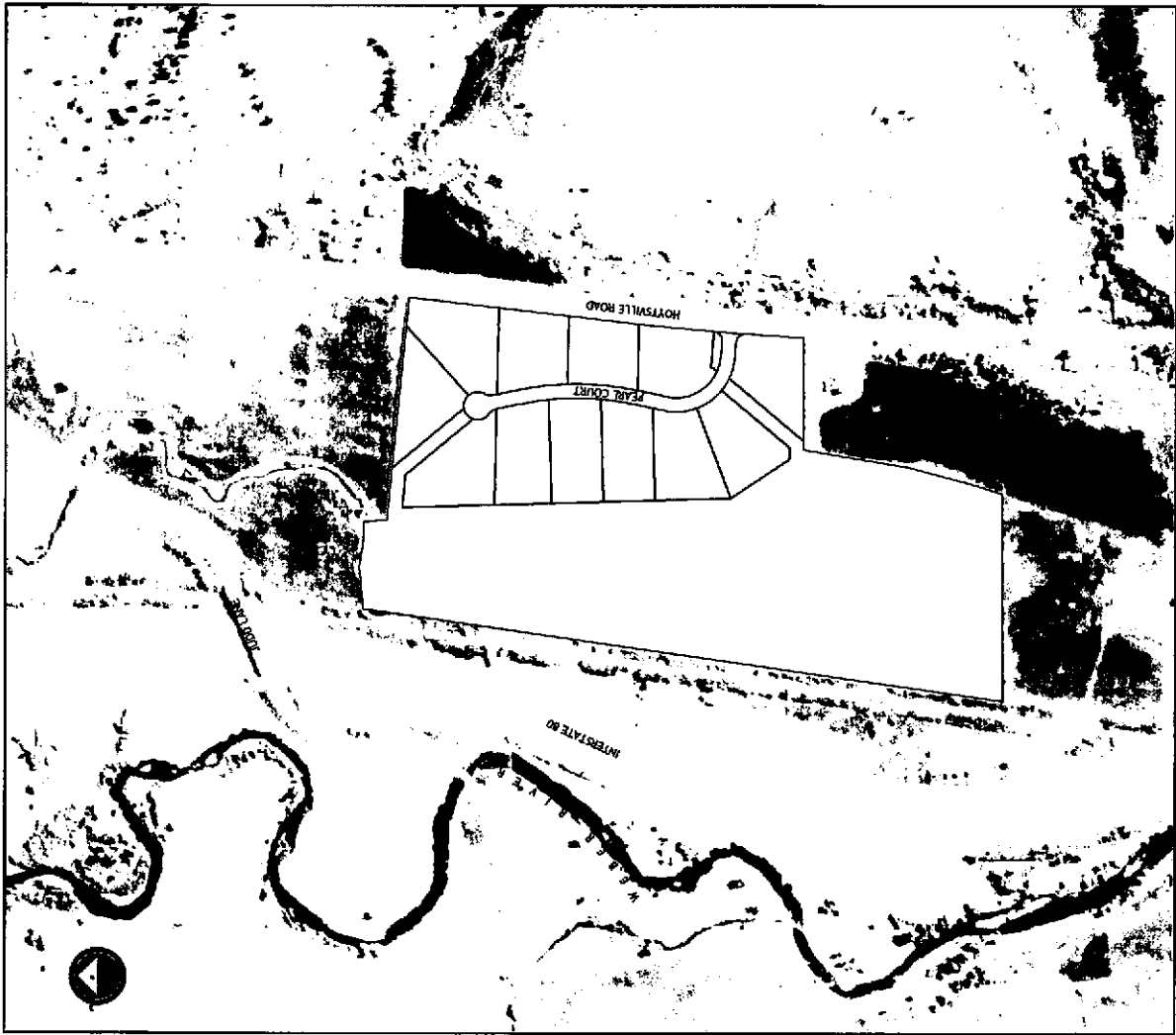
Parcel NS-101-D

COMMENCING AT THE NORTHEAST CORNER OF SECTION 4, TOWNSHIP 1 NORTH, RANGE 5 EAST, OF THE SALT LAKE BASE AND MERIDIAN, THENCE NORTH 89°51'13" WEST 1534.99 FEET ALONG THE NORTH LINE OF SAID SECTION 4; THENCE NORTH 300.91 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF HOYTSVILLE ROAD; THENCE SOUTH 06°31'59" WEST 826.59 FEET ALONG SAID WEST RIGHT-OF-WAY LINE OF HOYTSVILLE ROAD TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID WEST RIGHT-OF-WAY OF HOYTSVILLE ROAD SOUTH 06°31'59" WEST 727.27 FEET TO THE BEGINNING OF AN 11,509.20 FOOT RADIUS CURVE TO THE LEFT; THENCE 690.37 FEET ALONG THE ARC OF SAID CURVE, HAVING A CENTRAL ANGLE OF 03°26'13" (CHORD BEARS SOUTH 04°48'53" WEST 690.26 FEET) TO THE NORTHEAST CORNER OF LOT 1 OF HARDY ESTATES SUBDIVISION AS RECORDED IN THE SUMMIT COUNTY RECORDER'S OFFICE; THENCE NORTH 89°40'39" WEST 396.47 FEET ALONG THE NORTH LINE OF SAID LOT 1; THENCE ALONG THE WEST LINE OF SAID HARDY ESTATES SUBDIVISION THE FOLLOWING FOUR (4) COURSES: (1) SOUTH 09°34'24" WEST 202.46 FEET TO A FOUND REBAR AND CAP STAMPED "HIGH MOUNTAIN LS368352"; (2) SOUTH 09°34'24" WEST 180.31 FEET TO A FOUND REBAR AND CAP STAMPED "HIGH MOUNTAIN LS368352"; (3) SOUTH 15°00'32" WEST 227.49 FEET TO A FOUND REBAR (NO CAP); (4) SOUTH 16°53'23" WEST 113.31 FEET TO A FOUND REBAR AND CAP STAMPED "HIGH MOUNTAIN LS368352"; THENCE SOUTH 89°49'38" WEST 732.28 FEET TO A FOUND REBAR AT THE NORTHWEST CORNER OF LOT 2 OF SAID HARDY ESTATES SUBDIVISION AND A POINT ON AN EXISTING BARBED WIRE FENCE RUNNING ALONG THE EAST RIGHT-OF-WAY LINE OF THE STATE OF UTAH, DIVISION OF PARKS AND RECREATION "RAIL TRAIL" PROPERTY AS RECORDED IN THE SUMMIT COUNTY RECORDER'S OFFICE; THENCE NORTHEASTERLY ALONG SAID BARBED WIRE FENCE THE FOLLOWING SEVEN (7) COURSES: (1) NORTH 07°29'59" EAST 232.78 FEET; (2) NORTH 08°34'59" EAST 183.86 FEET; (3) NORTH 08°06'06" EAST 368.70 FEET; (4) NORTH 08°33'59" EAST 149.17 FEET; (5) NORTH 08°06'45" EAST 560.24 FEET; (6) NORTH 07°49'02" EAST 322.54 FEET; (7) NORTH 09°35'25" EAST 43.46 FEET; THENCE NORTH 08°03'32" EAST 438.58 FEET, MORE OR LESS, TO A POINT OF INTERSECTION WITH AN EXISTING EAST/WEST BARB AND NET WIRE FENCE, SAID FENCE BEING ON AND RUNNING ALONG THE NORTH BANK OF THE LITTLE WEBER RIVER; THENCE EASTERLY ALONG SAID FENCE THE FOLLOWING THREE (3) COURSES: (1) NORTH 84°51'35" EAST 150.37 FEET; (2) SOUTH 80°41'15" EAST 106.97 FEET; (3) NORTH 88°25'26" EAST 52.72 FEET TO THE CORNER OF SAID EXISTING BARB AND NET WIRE FENCE; THENCE SOUTH 02°58'33" EAST 81.65 FEET; THENCE SOUTH 84°27'36" EAST 792.85 FEET TO THE POINT OF BEGINNING. CONT 51.50 AC M/L 2706-114

EXHIBIT B

**SITE IMPROVEMENTS PLAN**

(Insert Site Improvements Plan after this Page)



VICINITY MAP  
1" = 200'

# SOUTH FIELD

SUMMIT COUNTY

## IMPROVEMENT PLANS



2815 River Road, Suite 100, Littleton, CO 80120  
(303) 952-4779 www.edmpartners.com

**OWNER:**  
Ivory Homes  
1444 Lakeside Drive, Littleton, CO 80120  
801.747.7090

**IVORY HOMES**  
Ivory's Number One Homes in the Area

- NOTES:**
- All utility work improvements shall conform to the applicable codes and specifications of the City of Littleton, Colorado.
  - All work shall be in accordance with the applicable codes and specifications of the City of Littleton, Colorado.
  - All utility work improvements shall conform to the applicable codes and specifications of the City of Littleton, Colorado.
  - All improvements to the public right of way shall be in accordance with the applicable codes and specifications of the City of Littleton, Colorado.
  - All work shall be in accordance with the applicable codes and specifications of the City of Littleton, Colorado.
  - Compare to field notes and verify the location of all utilities prior to beginning work.



**South Field**

Title Sheet

PROJECT: \_\_\_\_\_  
DRAWN BY: \_\_\_\_\_  
REVISIONS: \_\_\_\_\_  
NO. DATE \_\_\_\_\_  
REMARKS: \_\_\_\_\_

DATE: February 14, 2021  
SHEET NUMBER: **0-1**

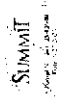
**GEOTECHNICAL STUDY**

A SITE SPECIFIC GEOTECHNICAL STUDY HAS BEEN PREPARED FOR THIS PROJECT BY IFCB. THE REPORT IS DATED 02/04/2021. THE REPORT NUMBER IS 2021-001. THE REPORT IS LOCATED AT THE PROJECT NUMBER 0204-001A. THE REQUIREMENTS OUTLINED IN THIS STUDY SHALL BE FOLLOWED ON THIS PROJECT.

SUBJECT INDEX	
0-1	TITLE SHEET
..	SUBDIVISION PLAN
0-2	SITE PLAN
0-3	UTILITY PLAN
0-4	GRADING AND DRAINAGE PLAN
1P-1	WATER LINE CONNECTION PLAN AND PROFILE
1P-2	PEARL COURT PLAN AND PROFILE
1P-3	PEARL COURT PLAN AND PROFILE
1P-4	STORM OUTFALL PLAN AND PROFILE
1P-5	OFF-SITE WATER PLAN AND PROFILE
1P-6	OFF-SITE WATER PLAN AND PROFILE

LEGEND	
---	0.5" S.S. SANITARY SEWER
---	EXISTING SANITARY SEWER
---	SANITARY COVER MANHOLE
---	PVC 15" SD WATER LINE
---	EXISTING WATER LINE
---	WATER VALVE, TEE & BRP
---	REC. CONDUIT
---	EXISTING FIRE MHOOT
---	PVC 6" AND SEC. WATER LINE
---	EXISTING PROTECTOR LINE
---	SEC. WATER MAIN, TIE & BRP
---	PROPOSED STREET LIGHT
---	EXISTING OVERHEAD UTILITY
---	PROP. CL. B. STORM GUTTER
---	EXISTING STORM DRAIN
---	SE CONDUIT, 6" & 10"
---	PROPOSED UNDER DRAIN
---	EXISTING UNDER DRAIN
---	UNDER DRAIN ELEVATION
---	EXISTING MANHOLE CONTOUR
---	EXISTING MANHOLE CONTOUR
---	PROPOSED MANHOLE CONTOUR
---	PROPOSED MANHOLE CONTOUR

**PROJECT BENCHMARK**  
FOUND NORTHEAST CORNER SECTION 4, T1N, R1E,  
SUTHER SUMMIT COUNTY, ALUMINUM CAP  
BENCHMARK ELEVATION = 3096.7







3811 East 30th South, Salt Lake City, UT 84109  
 (801) 556-4470 www.edmpartners.com

OWNER:  
 Summit  
 978 East Woodstock Lane  
 Salt Lake City, UT 84117  
 801-757-7000

**IVORYHOMES**  
 Utah's Number One Homebuilder

NOTES:  
 1. All utility lines shown are based on field notes and utility records. All utilities shown are to be verified by the contractor.  
 2. All utility lines shown are to be protected and not to be disturbed.  
 3. All utility lines shown are to be protected and not to be disturbed.  
 4. All utility lines shown are to be protected and not to be disturbed.  
 5. All utility lines shown are to be protected and not to be disturbed.  
 6. All utility lines shown are to be protected and not to be disturbed.  
 7. All utility lines shown are to be protected and not to be disturbed.  
 8. All utility lines shown are to be protected and not to be disturbed.  
 9. All utility lines shown are to be protected and not to be disturbed.  
 10. All utility lines shown are to be protected and not to be disturbed.

NO.	DATE	BY	DESCRIPTION
1	01/14/2023	MMH	ISSUED FOR PERMIT
2	01/14/2023	MMH	ISSUED FOR PERMIT
3	01/14/2023	MMH	ISSUED FOR PERMIT
4	01/14/2023	MMH	ISSUED FOR PERMIT
5	01/14/2023	MMH	ISSUED FOR PERMIT
6	01/14/2023	MMH	ISSUED FOR PERMIT
7	01/14/2023	MMH	ISSUED FOR PERMIT
8	01/14/2023	MMH	ISSUED FOR PERMIT
9	01/14/2023	MMH	ISSUED FOR PERMIT
10	01/14/2023	MMH	ISSUED FOR PERMIT

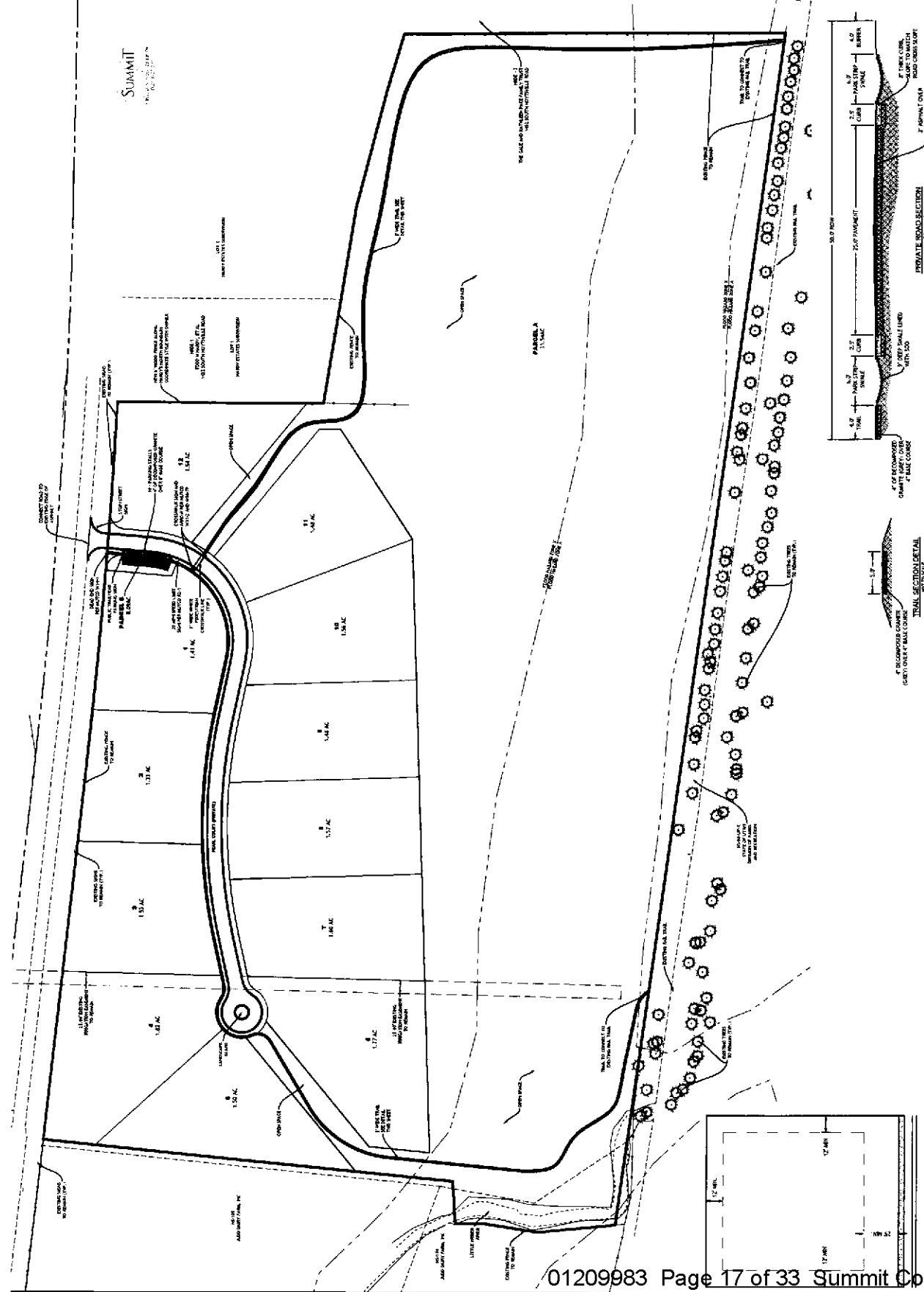


**South Field**

Site Plan

PROJECT: \_\_\_\_\_  
 DRAWN BY: \_\_\_\_\_  
 REVISIONS: \_\_\_\_\_  
 NO. DATE: \_\_\_\_\_  
 REMARKS: \_\_\_\_\_

DATE: February 14, 2023  
 SHEET NUMBER: **0-2**





3111 East 3000 South, Salt Lake City, UT 84199  
(801) 968-6910 www.edmpartners.com



SCALE: 1" = 50'  
0 25 50 100 150

OWNER:  
Ivory Homes  
10000 Development  
Salt Lake City, UT 84117  
801-770-7000

**IVORY HOMES**  
Utility Number One: Fireworks Hill

- NOTES:
- All utility work improvements shall conform to the City of Salt Lake County specifications, including all amendments and supplements.
  - All utility work improvements shall conform with the Associated Builders and Contractors (ABC) standards and specifications.
  - All utility work improvements shall conform with the City of Salt Lake County specifications and specifications of Summit County.
  - All utility work improvements shall conform with the City of Salt Lake County specifications and specifications of Summit County.
  - All utility work improvements shall conform with the City of Salt Lake County specifications and specifications of Summit County.
  - All utility work improvements shall conform with the City of Salt Lake County specifications and specifications of Summit County.



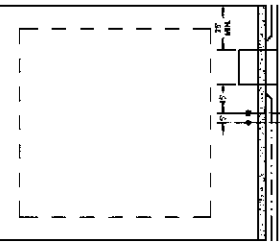
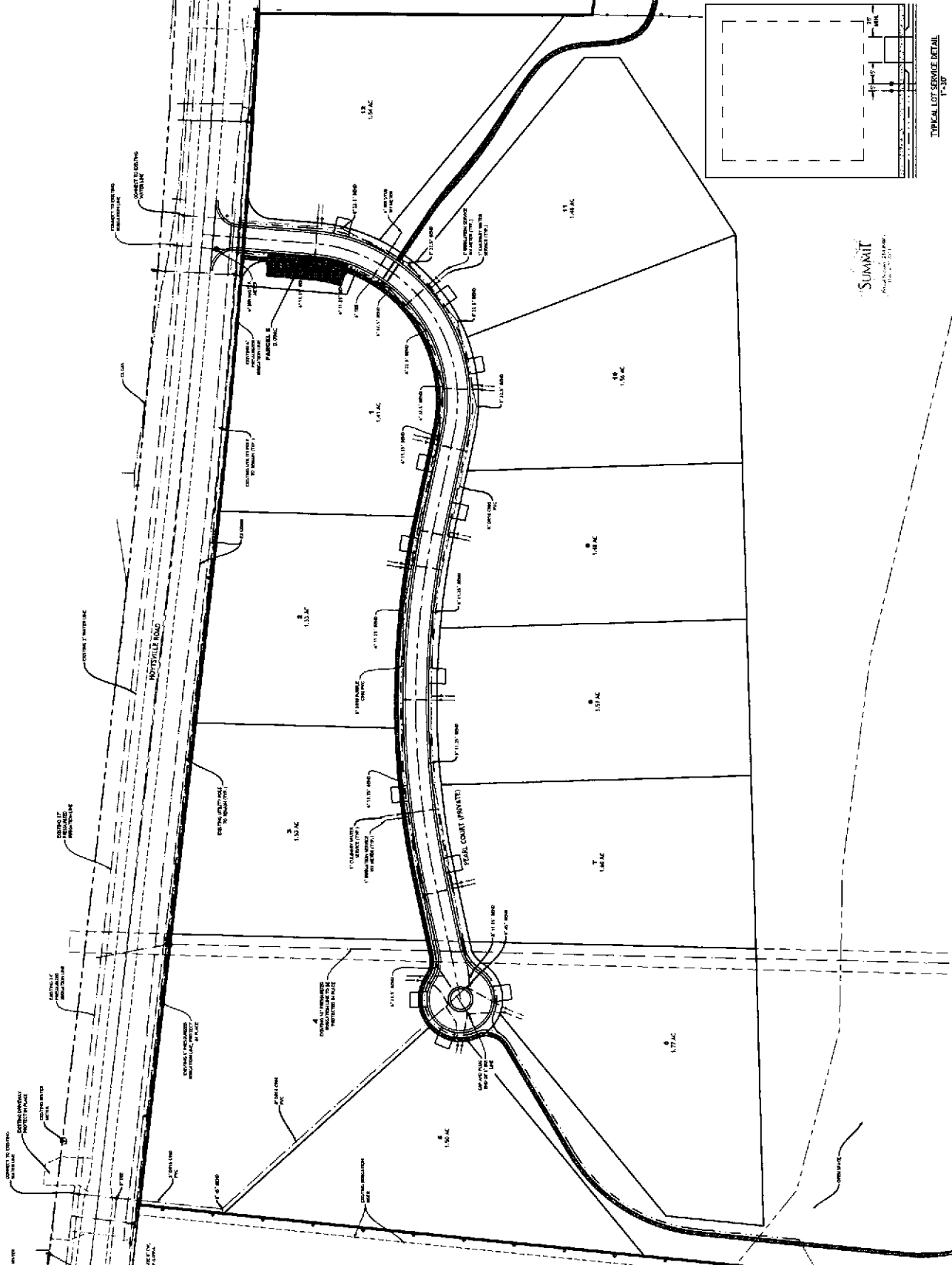
South Field

Utility Plan

PROJECT:	NEW
DRAWN BY:	MMH
REVISIONS BY:	REVISIONS
NO. DATE:	REVISIONS

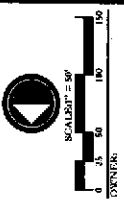
DRAWN: February 14, 2025

SHEET NUMBER: 0-3





2815 East 24th South, Salt Lake City, UT 84109  
 (801) 488-4470 www.edmpartners.com



OWNER:  
 Ivory Homes  
 501 Lake City, UT 84111  
 801-757-7800

NOTES:  
 1. All survey data, improvements and contours are as shown on the site plan and specifications of Summit County.  
 2. The proposed improvements are subject to the approval of Summit County.  
 3. All utility/water improvements shall conform to the applicable codes and specifications of Summit County.  
 4. All improvements in this public right-of-way shall be installed in accordance with the specifications of Summit County.  
 5. All utility/water improvements shall conform to the applicable codes and specifications of Summit County.  
 6. Contractor shall verify and verify the location of all utilities prior to beginning work.

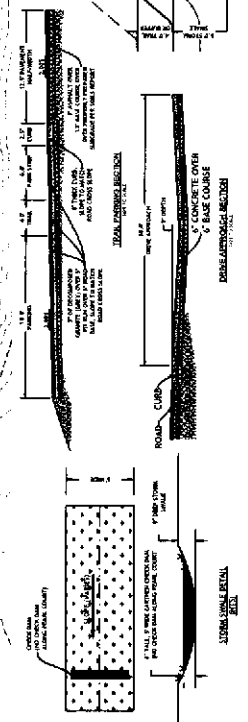
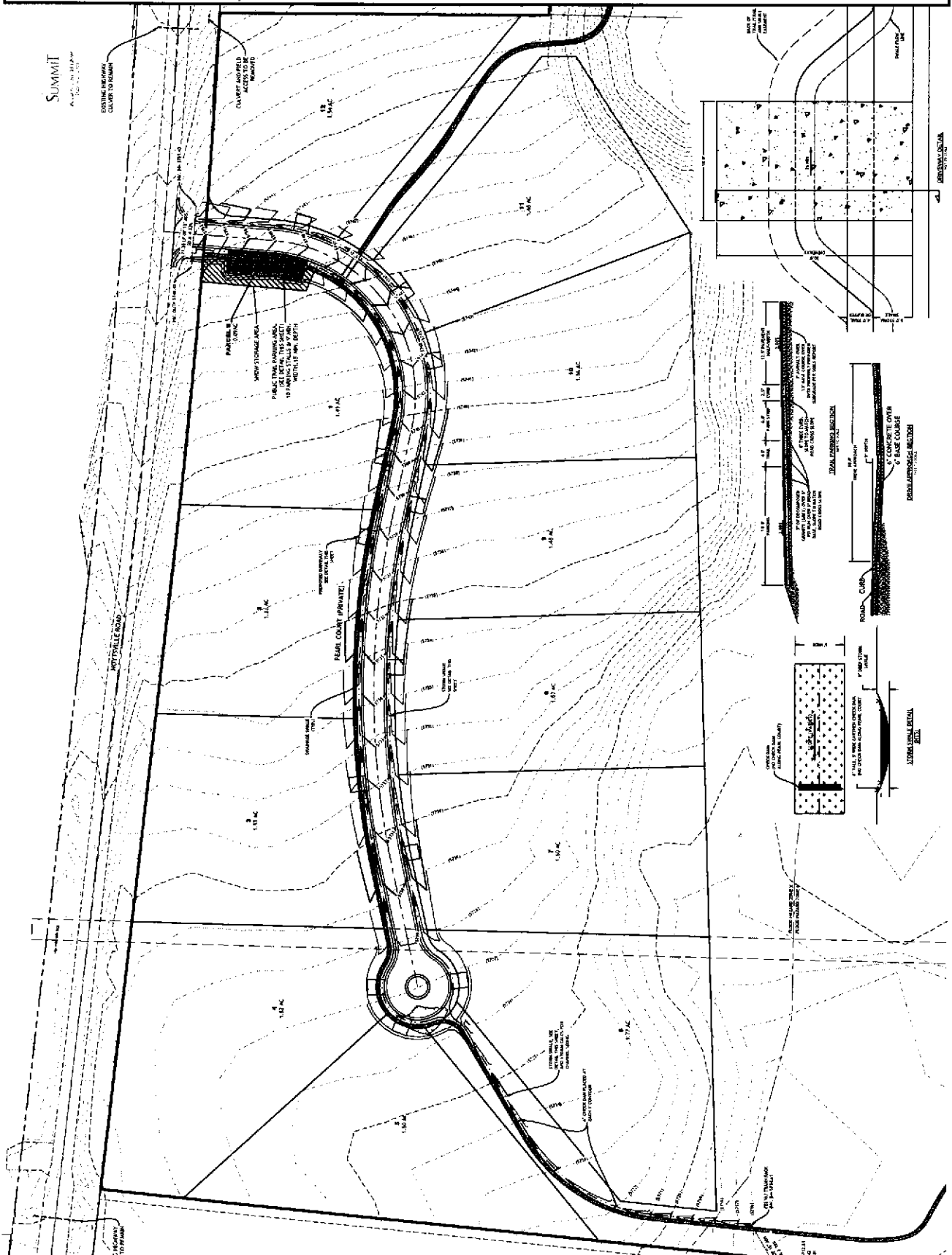
PROJECT:  
 DRAWN BY: KRW  
 CHECKED BY: NHR  
 REVISIONS:  
 NO. DATE REMARKS



South Field

Grading and Drainage Plan

DATE: February 14, 2023  
 SHEET NUMBER: 0-4





801 East 3000 South, Salt Lake City, UT 84119  
 (801) 965-4379  
 www.edmpartners.com

DESIGNER:  
 Inspec Design Group  
 5401 Lake City, UT 84117  
 801-787-7800

**IVORY HOMES**  
 1445 N. Union Circle, Herriman, UT 84206

- NOTES:**
1. All utility sewer improvements shall conform to the standards and specifications of Summit County.
  2. All utility sewer improvements shall be installed in accordance with the standards and specifications of Summit County.
  3. All utility sewer improvements shall conform to the standards and specifications of Summit County.
  4. All improvements in the public right of way shall be installed in accordance with the standards and specifications of Summit County.
  5. All utility sewer improvements shall be installed in accordance with the standards and specifications of Summit County.
  6. Contractors shall locate and verify the location of all utilities prior to beginning work.

**Summit**  
 COUNTY

VERTICAL SCALE = 1" = 4'



**South Field**

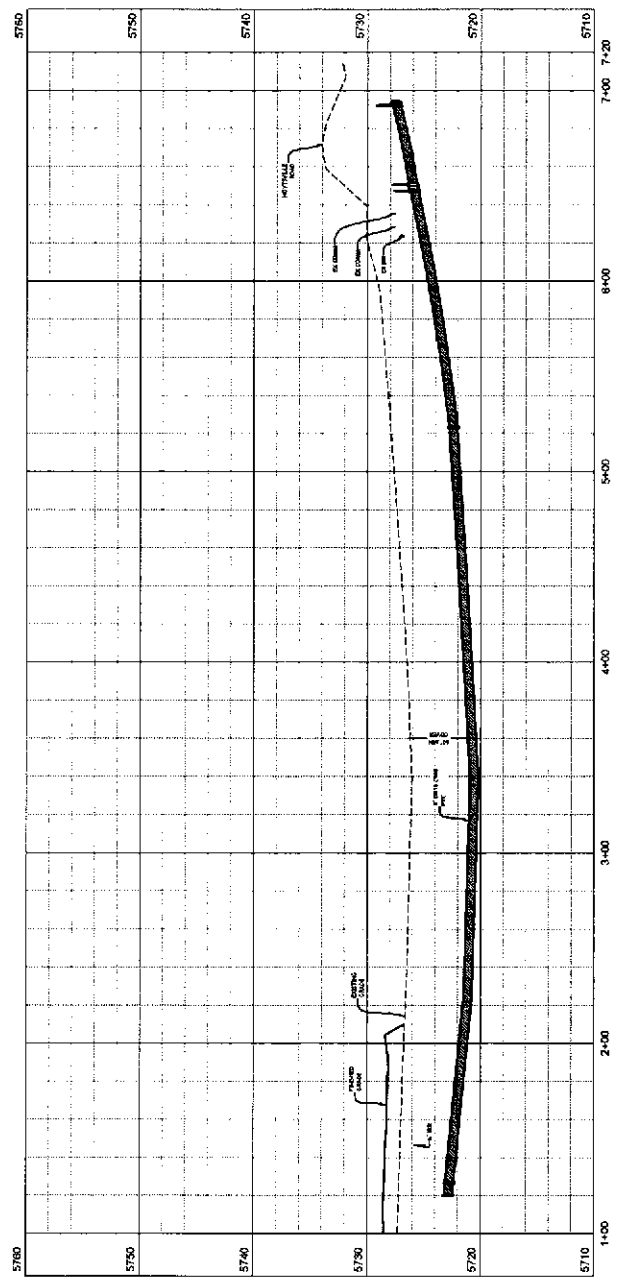
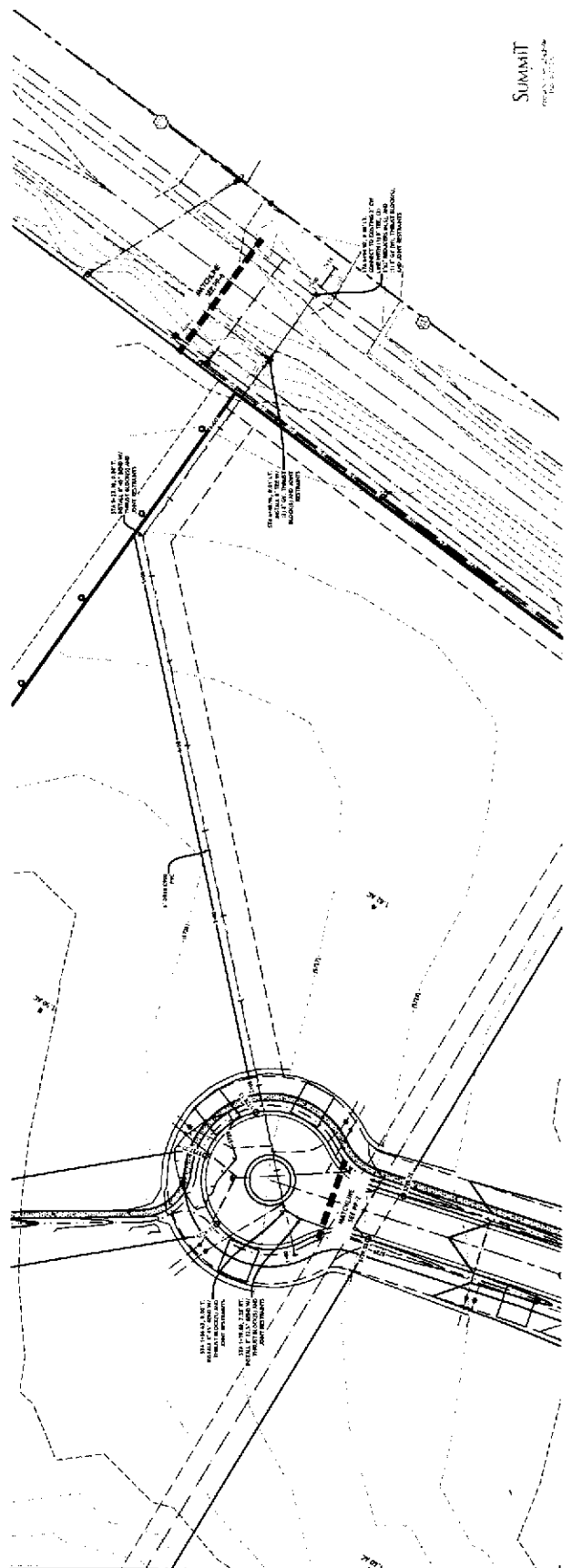
Waste Line Connection  
 Plan and Profile

PROJECT: \_\_\_\_\_  
 DRAWN BY: \_\_\_\_\_  
 CHECKED BY: \_\_\_\_\_  
 NO. DATE: \_\_\_\_\_

REVISIONS:  
 NO. DATE REMARKS

DATE: February 14, 2023

SHEET NUMBER: **PP-1**





4815 East 3300 South, Salt Lake City, UT 84119  
 (801) 564-1470 www.edmpartners.com

OWNER:  
 Ivory's Development  
 5411 Lakes City, UT 84103  
 801-781-7800

**IVORY HOMES**  
 URBAN NUMBER ONE HOMERUNNERS

- NOTES:**
- All station work improvements shall conform to the standards for improvement of Public Streets.
  - Improvements shall be installed in accordance with the standards and specifications of Utah's Standard Prescription Program.
  - All utility work improvements shall conform to the standards for improvement of Public Streets.
  - All improvements in the public right-of-way shall be installed in accordance with the standards and specifications of Summit County.
  - Calculations for field layout and earthwork shall be based on the centerline of all station prior to beginning work.

VERTICAL SCALE: 1" = 5'  
 0 2.5 5 10 15

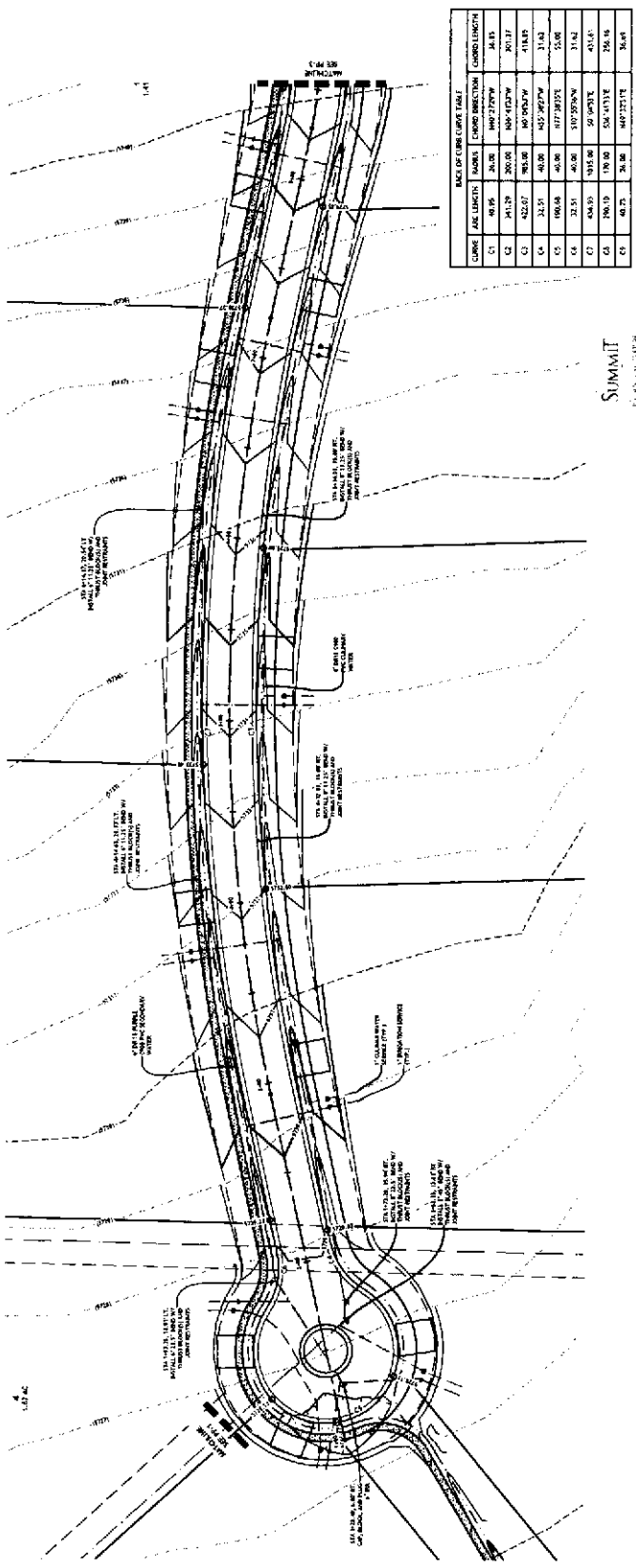


**South Field**

Plan and Profile

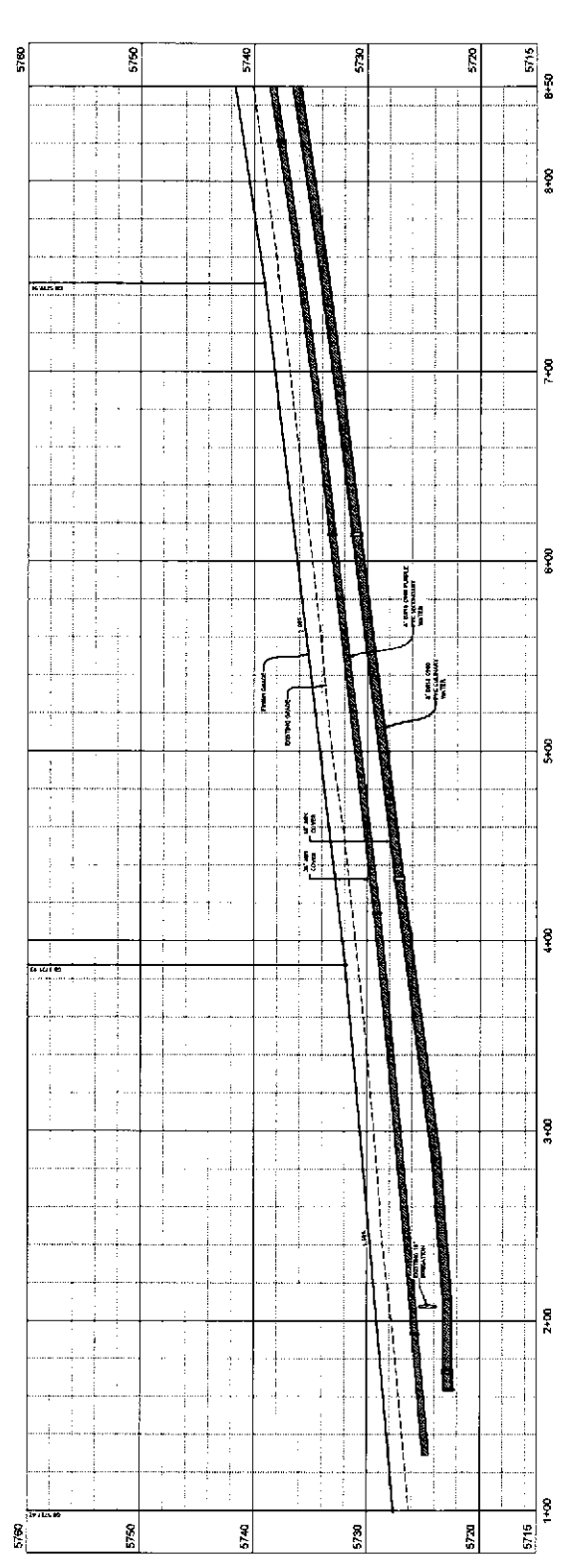
PROJECT: \_\_\_\_\_  
 DRAWN BY: \_\_\_\_\_  
 REVISIONS: \_\_\_\_\_  
 DATE: \_\_\_\_\_

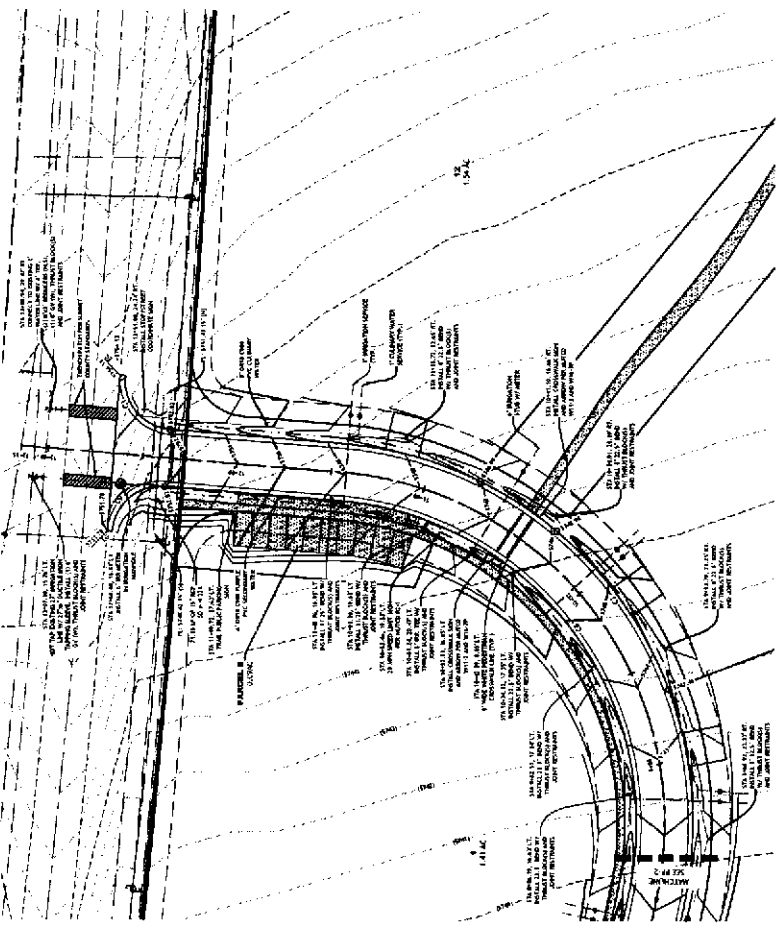
DATE: February 14, 2013  
 SHEET NUMBER: **PP-2**



BACK OF CURVE TABLE				
CURVE	ARC LENGTH	CHORD BEARINGS	CHORD LENGTH	
C1	86.95	26.02	89.72797W	86.83
C2	141.29	200.00	N89°41'24.7W	201.37
C3	422.67	865.00	S60°50'24.7W	618.85
C4	33.55	46.00	N55°28'27.9W	31.63
C5	168.68	46.00	S77°38'57.5	55.06
C6	33.55	46.00	S107°59'54.4	31.62
C7	422.67	865.00	S60°50'24.7	618.85
C8	286.19	190.00	S58°43'17.6	258.16
C9	40.75	26.00	S67°23'17.6	36.88

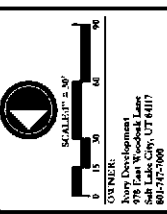
SUMMIT  
 COUNTY ENGINEERS





CURVE	ARC LENGTH	POINTS	CURVE DESCRIPTION	CURVE LENGTH
C-1	46.15	21.00	990 23777W	38.83
C-2	491.27	300.00	998 41327W	391.17
C-3	622.07	305.00	997 94373W	418.85
C-4	23.51	40.00	995 28277W	23.42
C-5	198.68	40.00	997 28277W	23.42
C-6	23.51	40.00	919 92927W	23.42
C-7	624.93	615.00	99 28257E	431.41
C-8	288.10	18.00	934 11373E	288.10
C-9	46.15	24.00	994 23777E	38.83

**Summit**  
 COUNTY ENGINEERS  
 1000 N. 1100 E.  
 SUITE 200  
 SUMMIT, UT 84601



**OWNER:**  
 Ivory Development  
 818 East Woodhead Lane  
 Salt Lake City, UT 84107  
 801-727-2600

**IVORY HOMES**  
 Utah's Number One Homebuilder

**NOTES:**

- All survey base measurements will conform to the standards and specifications of Summit County.
- All proposed vegetation improvements shall be in accordance with the standards and specifications of Summit County.
- All utility easement improvements shall conform with the standards and specifications of Summit County.
- All improvements to be publicly right of way shall be in accordance with the standards and specifications of Summit County.
- All drainage improvements shall conform to the standards and specifications of Summit County.
- Contractor to field locate and verify the location of all underground utilities.
- Contractor to complete final plan.

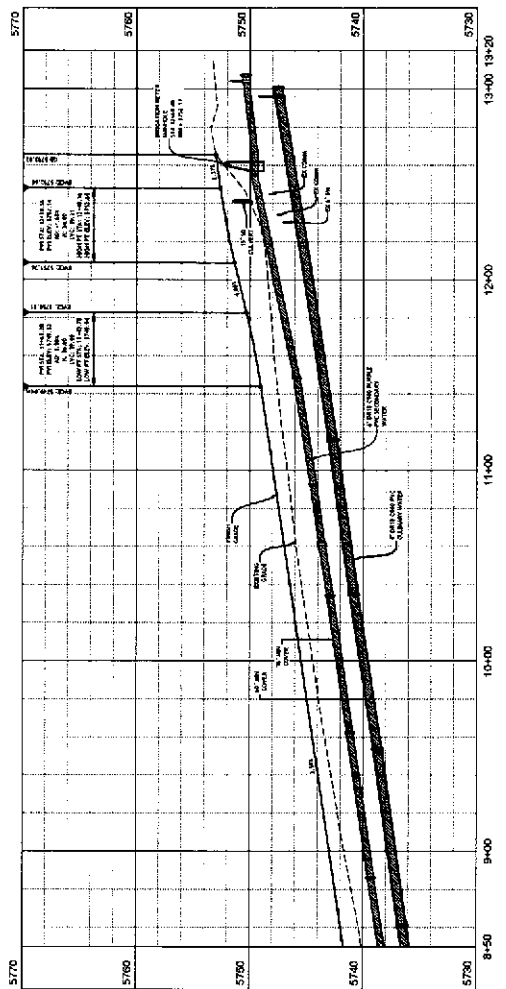



**South Field**

Feed Court  
 Plan and Profile

PROJECT: \_\_\_\_\_  
 DRAWN BY: KMY  
 REVISIONS BY: NDM  
 NO. DATE: \_\_\_\_\_  
 REMARKS: \_\_\_\_\_


DATE: February 14, 2025  
 STREET NUMBER: **PP-3**







2833 East 12000 South, Salt Lake City, UT 84119  
(801) 965-4878  
www.edmpartners.com

OWNER:  
City of Layton  
199 East Woodlark Lane  
540 Lake City, UT 84117  
801-767-7000





SCALE: 1" = 30'





NOTES:  
1. All work shall be in accordance with the specifications and standards of current Utah Building Code.  
2. Gravel and drainage shall be installed in accordance with the specifications and standards of current Utah Building Code.  
3. All other work shall be in accordance with the specifications and standards of current Utah Building Code.  
4. All work shall be in accordance with the specifications and standards of current Utah Building Code.  
5. All work shall be in accordance with the specifications and standards of current Utah Building Code.  
6. All work shall be in accordance with the specifications and standards of current Utah Building Code.

VERTICAL SCALE: 1" = 5'

**South Field**

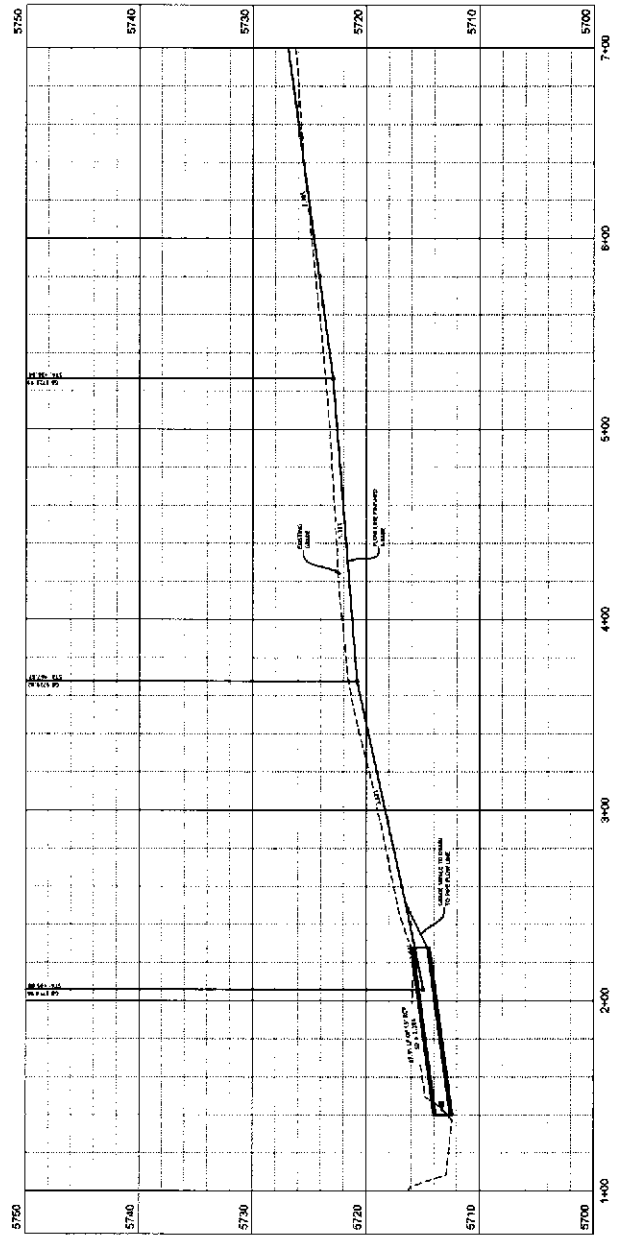
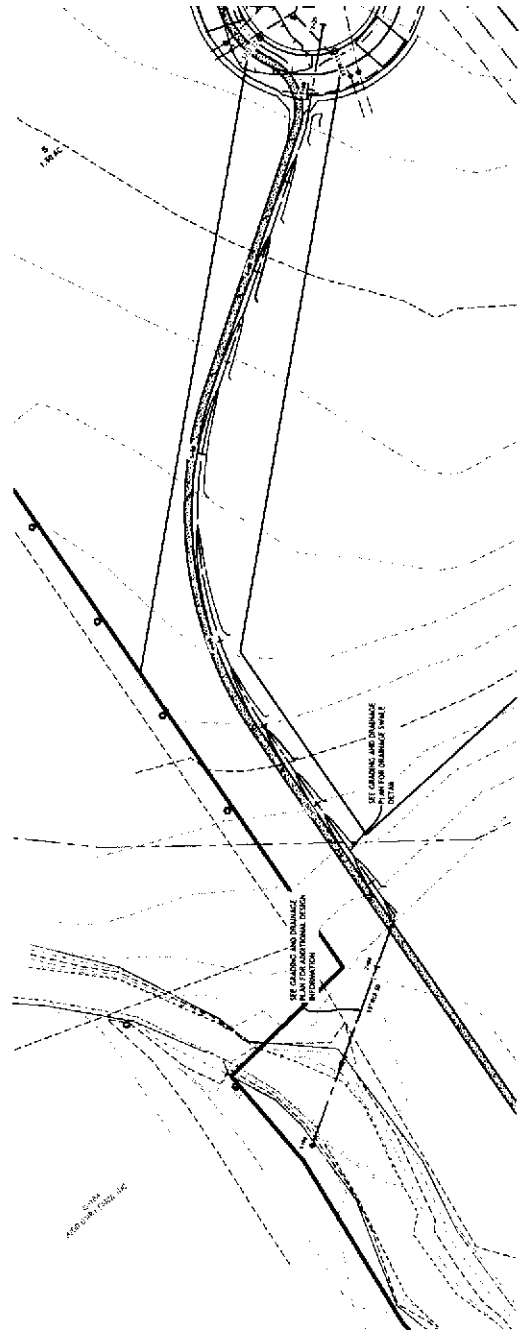
Storm Outfall  
Plan and Profile


PROJECT NO.:  
DESIGNED BY:  
CHECKED BY:  
DATE: **FEBRUARY 14, 2023**

REVISIONS:  
NO. DATE REVISIONS

DATE: February 14, 2023  
SHEET NUMBER:  
**PP-4**


SUBMIT






2815 East 5000 South, Salt Lake City, UT 84119  
(801) 581-6178  
www.edmpartners.com


OWNER:  
Ivory Development  
5481 Lake City, UT 84117  
801-767-7000



SCALE: 1" = 30'



VERTICAL SCALE: 1" = 3'



Summit County  
Utah

**South Field**

City/State/County  
Plan and Profile

PROJECT:  
DRAWN BY: KGW  
CHECKED BY: NHR  
REVISIONS:  
NO. DATE: REMARKS

DATE: February 14, 2023  
SHEET NUMBER: PP-5

**NOTES:**

- All utility lines shown are based on field observations and are not guaranteed to be accurate.
- The location of all utility lines is shown as of the date of field observations and is not guaranteed to be accurate.
- All utility lines shown are based on field observations and are not guaranteed to be accurate.
- Improvements to the public right of way are shown as of the date of field observations and are not guaranteed to be accurate.
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- Improvements to the public right of way are shown as of the date of field observations and are not guaranteed to be accurate.

PLAN VIEW

LINE OF IMPROVEMENT LINE

RIGHT OF WAY LINE

SIDE OF ROAD PROPERTY PARCEL

MATCHLINE

SCALE: 1" = 30'

PROFILE VIEW

ELEVATION

STATIONING


VERTICAL SCALE: 1" = 3'

Summit  
COUNTY

01209983 Page 24 of 33 Summit County

231105.00





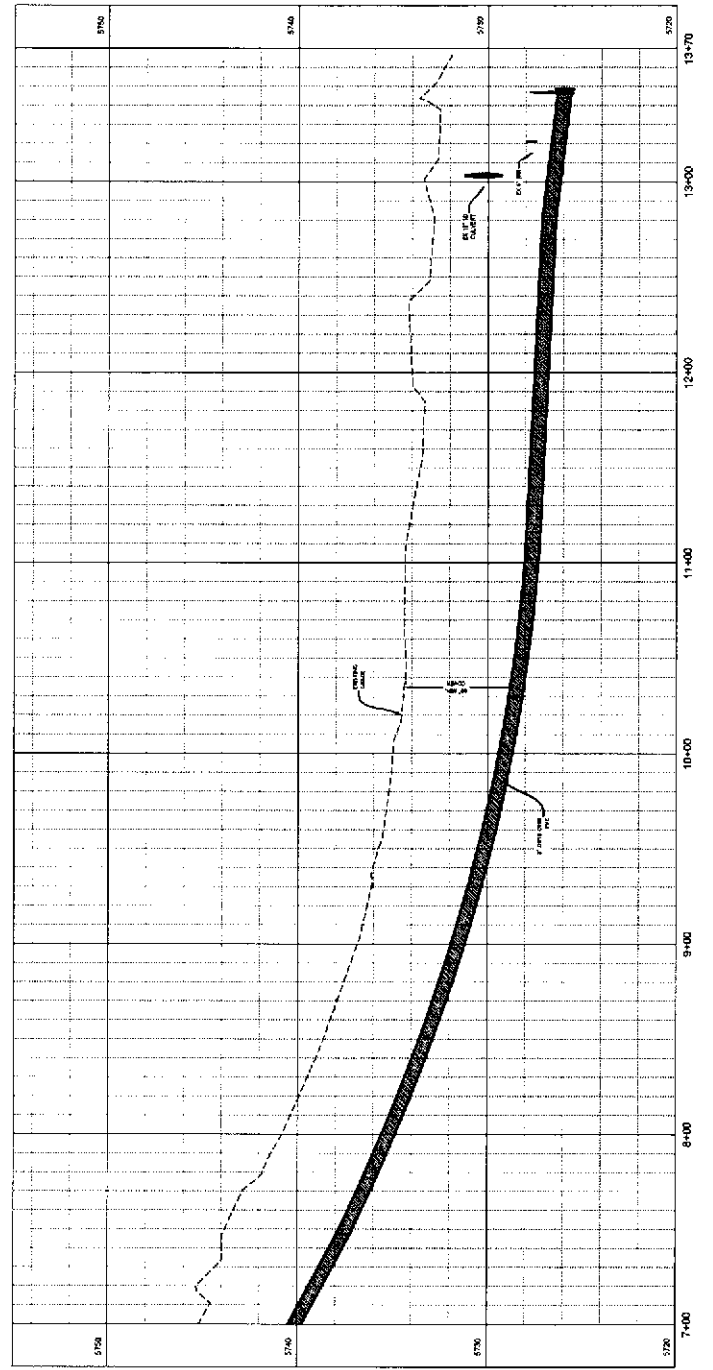
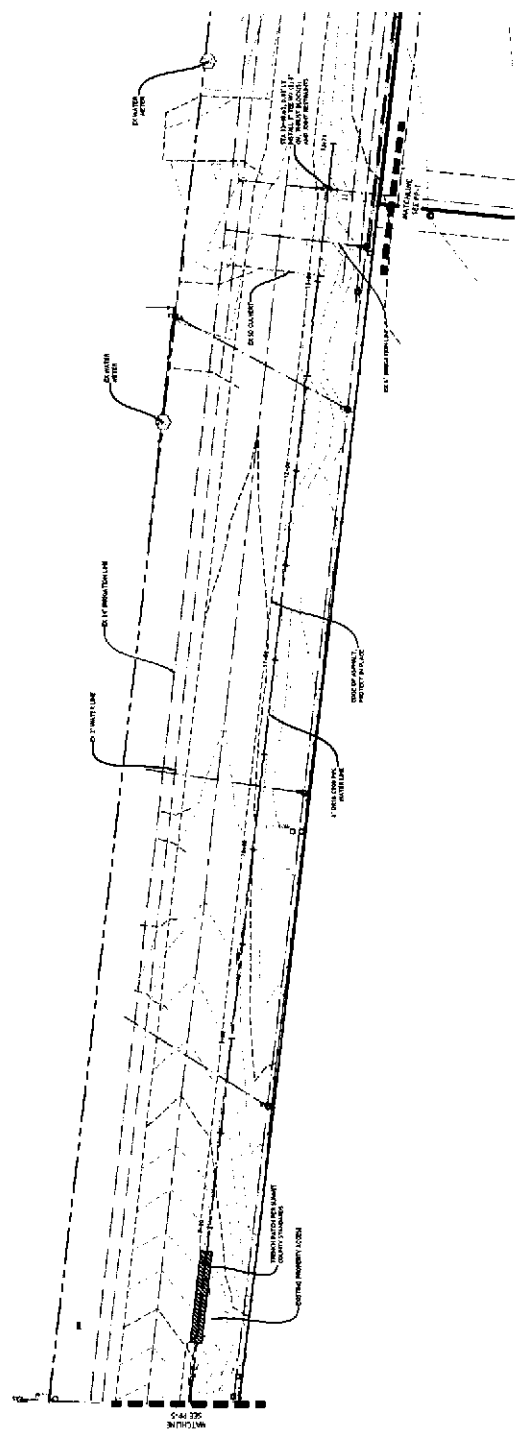
2811 East 134th South, Salt Lake City, UT 84146  
(801) 985-8870  
www.edmpartners.com

SCALE: 1" = 30'

**IVORY HOMES**  
Ivory Homes One Home at a Time

- NOTES:**
- All utility lines shown are approximate and should be confirmed by field investigation.
  - All utility lines shown are approximate and should be confirmed by field investigation.
  - All utility lines shown are approximate and should be confirmed by field investigation.
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Summit  
Engineering



**EXHIBIT C**

**COST OF CONSTRUCTION PE ESTIMATE**

(Insert Cost of Construction PE Estimate after this Page)

**Completion Bond**

<b>Item</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Cost</b>	<b>Extended Cost</b>
Asphalt Improvements	1	LS*	\$140,162.00	\$ 140,162.00
Concrete Improvements	1	LS*	\$ 68,251.00	\$ 68,251.00
Excavation	1	LS*	\$197,966.05	\$ 197,966.05
Mobilization	1	LS*	\$ 15,532.00	\$ 15,532.00
Storm Drain	1	LS*	\$ 37,444.30	\$ 37,444.30
SWPPP	1	LS*	\$ 9,150.00	\$ 9,150.00
			\$ -	\$ -
Culinary Water Traffic Control	1	LS	\$ 11,127.00	\$ 11,127.00
Shoulder Road Base	496	TN	\$ 15.30	\$ 7,588.80
Secondary Water Traffic Control	1	LS	\$ 805.00	\$ 805.00
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
Construction Contingency			10%	\$ 48,802.62
			Subtotal	\$ 536,828.77
			10% Warranty	\$ 53,682.88
			<b>Total</b>	<b>\$ 590,511.64</b>

\* See Kapp Bid Estimate dated 4/7/2023

**Fees**

Construction Permit Fee	\$ 2,000.00	
Construction Inspection Fee	\$10,805.24	
MS4 SWPPP Review Fee	\$ 300.00	
LTSWMP Review Fee	\$ 1,000.00	
SWPPP Inspection Fee	\$ 400.00	4 months
Weed Control Fee	\$ 250.00	
<b>Total</b>	<b>\$14,755.24</b>	

**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

BOND NO. SU1193269

**KNOW ALL MEN BY THESE PRESENTS:**

That Ivory Development, LLC [Developer Name] (hereinafter referred to as the "Principal"), and Arch Insurance Company [Surety Name], a corporation organized and existing under the laws of the State of NJ, with its principal office in the City of Jersey City, State of NJ, 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] Five Hundred Ninety Thousand Five Hundred Eleven and 64/100 Dollars DOLLARS (\$ 590,511.64 ) [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 \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, recorded in the Office of the Summit County Recorder as Entry No. \_\_\_\_\_, 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. \_\_\_\_\_, for the approximate sum of [Written Dollar Amount] Dollars (\$ \_\_\_\_\_) [includes both the Cost of Completion and 10% 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 30th day of June \_\_\_\_\_ 20 23 .

**WITNESS OR ATTESTATION:**


\_\_\_\_\_

(Affix Corporate Seal)

**WITNESS:**

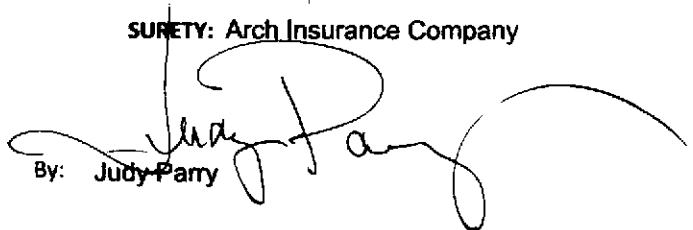
 \_\_\_\_\_

**PRINCIPAL:** Ivory Development, LLC

  
By: *Kevin Angleson*

Title: *Secretary*

**SURETY:** Arch Insurance Company

  
By: *Judy Parry*

Attorney-in-Fact (Affix Corporate Seal)

STATE OF Utah )

) ss.

COUNTY OF Salt Lake

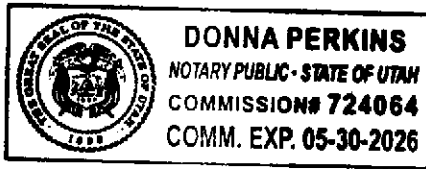
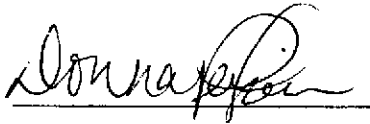
On this 30th day of June, 20 23, personally appeared before me Judy Parry, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who, being by me duly sworn, did say the he/she is the Attorney-in-fact of the above-named Surety Company and that he/she is duly 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 30th day of June 20 23.

My commission expires: 5.30-2026

Resides at: Salt Lake City, Utah

NOTARY PUBLIC





This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for Note, Loan, Letter of Credit, Currency Rate, Interest Rate or Residential Value Guarantees.

POWER OF ATTORNEY

Know All Persons By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint:

Colin Chipman, Judy Parry, Lisa Sorensen, Peggy Deffenbaugh, Philip S. Walter, Richard Morgan and Sherry J. Pace of Salt Lake City, UT (EACH)

its true and lawful Attorney(s)-in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed: Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding One Hundred Fifty Million Dollars (\$150,000,000.00). This authority does not permit the same obligation to be split into two or more bonds In order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on August 31, 2022, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on August 31, 2022:

VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on August 31, 2022, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company. In Testimony Whereof, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this 29th day of June, 2023.

Attested and Certified

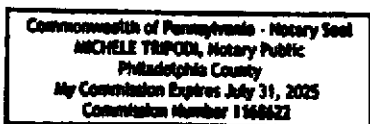
Regan A. Shulman, Secretary



Stephen C. Ruschak, Executive Vice President

STATE OF PENNSYLVANIA SS COUNTY OF PHILADELPHIA SS

I, Michele Tripodi, a Notary Public, do hereby certify that Regan A. Shulman and Stephen C. Ruschak personally known to me to be the same persons whose names are respectively as Secretary and Executive Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.



Michele Tripodi, Notary Public My commission expires 07/31/2025

CERTIFICATION

I, Regan A. Shulman, Secretary of the Arch Insurance Company, do hereby certify that the attached Power of Attorney dated June 29, 2023 on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said Stephen C. Ruschak, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this 30 day of June, 2023

Regan A. Shulman, Secretary

This Power of Attorney limits the acts of those named therein to the bonds and undertakings specifically named therein and they have no authority to bind the Company except in the manner and to the extent herein stated.

PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS:

Arch Insurance - Surety Division 3 Parkway, Suite 1500 Philadelphia, PA 19102



To verify the authenticity of this Power of Attorney, please contact Arch Insurance Company at SuretyAuthentic@archinsurance.com Please refer to the above named Attorney-in-Fact and the details of the bond to which the power is attached.