

When recorded, return to:

**AJ Fireside Park City LLC
2780 N. Moose Wilson Road
PO Box 1827
Wilson, WY 83014
Attn: Jamie Mackay**

**Ent 508417 Bk 1378 Pg 1340-1363
Date: 01-OCT-2021 4:15:26PM
Fee: \$540.00 Check Filed By: HP
MARCY M MURRAY, Recorder
WASATCH COUNTY CORPORATION
For: AJ FIRESIDE PARK CITY LLC**

Parcel Nos.: See Exhibit A

**AMENDED ENTRY FEATURE LICENSE
AND MAINTENANCE AGREEMENT**

This Amended Entry Feature License and Maintenance Agreement (this “**License**”) is made and entered into as of the September 22, 2021 (the “**Effective Date**”), by and between AJ Fireside Park City LLC, a Delaware limited liability company (“**Developer**”) and Wasatch County, a political subdivision of the State of Utah (the “**County**”). Developer and the County are sometimes individually referred to in this License as a “**Party**” and may be collectively referred to as the “**Parties.**”

RECITALS

A. Developer is the owner of the real property legally described on **Exhibit A** (the “**Property**”).

B. The Property is bisected by and receives access from a road described in that certain Road Dedication Plat recorded in the official records of the Wasatch County Recorder on December 22, 2020 as Entry No. 490915 (the “**Plat**”).

C. Pursuant to the Plat, Benloch Ranch Road was dedicated to the County for use by the public (the “**Road**”), including the Property.

D. On November 24, 2020 the Developer and the County entered into an Entry Feature License and Maintenance Agreement, which was recorded on December 22, 2020 as Ent # 490916, Bk 1330, Pg. 418-436 in the records of the Wasatch County Recorder (“**Original License**”).

E. The Developer has proposed, and the County has agreed, to allow the Developer to relocate and modify the Entry Feature from the location in the Original License.

F. The purpose of this License is to supersede the Original License to facilitate the changes.

G. Developer proposes to construct and maintain an entry feature for the Benloch Ranch development (the “**Project**”) over and under the Road, including concrete box culverts, piping, and a covering over the Road (collectively, the “**Entry Feature**”), as generally depicted, in the location, and to the standards set forth and depicted on **Exhibit B** attached hereto.

H. The purpose of this License is to obtain the right from the County to locate the Entry Feature within right-of-way for the Road owned by the County, on the terms set forth herein.

NOW, THEREFORE, in consideration of the Recitals hereto, which are true and correct and are incorporated herein by this reference, and of the mutual promises, agreements, and covenants herein provided, the Parties hereby agree as follows:

AGREEMENT

1. **ORIGINAL LICENSE REPLACED.** Upon recording of this License, the Original License is wholly superseded by this License.

2. **LICENSE.** Subject to the terms and conditions of this License, the County hereby grants to Developer, a nonexclusive, perpetual license to construct, install, maintain, repair, replace, operate, and remove the Entry Feature in the areas of the Road generally depicted on **Exhibit B**. The Entry Feature at all times shall allow for vehicle height clearance for passage on the Road of nineteen feet (19'), and not interfere in anyway with the use of the Road by the public.

3. **MAINTENANCE.** Developer shall at all times maintain, repair, replace and otherwise keep in good condition and repair the Entry Feature in all respects. The duty to maintain the Entry Feature includes repairing any damage to the Entry Feature caused by County maintenance of the Road. The Road may be temporarily restricted with permission from the County Engineering Coordinator, as needed for maintenance, installation, and replacement of the Entry Feature. The County Engineering Coordinator may set conditions on the restricted traffic on the Road in such events. The County Engineering Coordinator may, but in no event is required, to close Entry Feature if in the County Engineering Coordinator's reasonable discretion, employing guidance from the standards of the Wasatch County Code, the Entry Feature is not being maintained by the Developer in a safe manner.

4. **REMOVAL OF ENTRY FEATURE.**

- a) In the event the Entry Feature falls into disrepair or if Developer otherwise fails to observe and perform its maintenance obligations under this License, then the County may provide written notice of such failure and Developer shall have sixty (60) days to cure such failure. If Developer shall fail to cure a default in accordance with this Section, then the County may require Developer to remove the Entry Features, or portions thereof, which are in violation of this License, and to the extent reasonably possible, remove all portions of the Entry Feature which rise above the grade of the Road, and install guard rails which conform with standards of Title 14 of the Wasatch County Code. Developer's failure to comply with this Section shall be deemed an abandonment of Developer's property. Abandonment of Developer's property shall not relieve Developer of its obligations herein.

- b) In the event that the Entry Feature is damaged or falls into disrepair in a manner that causes an immediate safety hazard to the public, the County may, but in no event is obligated to:
- i. Repair the Entry Feature, and charge Developer for actual costs incurred in repairing the Entry Feature,
 - ii. Remove the Entry Feature or any portion thereof, causing an immediate safety hazard, and charge the Developer for actual costs incurred, and if such costs are not paid within thirty (30) days after the County's written demand to Developer therefor, including reasonable evidence of such costs incurred, lien future phases of the Property to recover costs of removal or take any other lawful steps to recover the costs, and/or
 - iii. If Developer has failed to cure the disrepair or damage causing the immediate safety hazard within fourteen (14) days after the County's first notice to Developer, terminate this License immediately effective upon delivery of written notice in addition to the notice required by this Section 3(b). The notice shall describe the disrepair or maintenance problem, and the safety hazard.
- c) In the event that the Road needs to be widened in the County's discretion, the County will make reasonable efforts to work with the Developer and any other interested parties to effectuate an expansion of the Entry Feature. The County shall bear no cost for the expansion of the Entry Feature. However, if the Road needs to be widened, the County may terminate this License in its sole discretion, and the Developer shall be responsible to remove the Entry Feature as described in Section 3(a).

5. **INDEMNIFICATION.** Developer agrees to indemnify and hold the County harmless, from any and all claims, demands, suits, liabilities and causes of action, of any nature or description, arising from or related to the use, occupancy, installation, maintenance, or removal of the Entry Feature by Developer, including any attorneys fees. Developer shall maintain a minimum of \$2,000,000 of noncontributory CGL per occurrence, \$4,000,000 general aggregate, and \$4,000,000 products-completed operations aggregate. CGL shall include personal injury, medical expenses, death, and property damage. Claims made policies must remain in effect for 3 years from the completion date. Throughout the term, Developer shall provide the Wasatch County manager's office a current certificate of insurance listing Wasatch County as a certificate holder, which shall at all times show the Developer has maintained the required insurance. The insurance policy required shall give Wasatch County 30 days' notice in the event of cancellation and 10 days for non-payment of premium.

6. **INDEPENDENT PARTIES.** The Parties are associated with each other only for the purposes, and to the limited extent, set forth in this License. Nothing contained in this License shall be deemed or construed to create a partnership or joint venture or to otherwise create any liability for one Party whatsoever with respect to the liabilities or obligations of the other Party.

Each Party shall have the sole right, obligation, and liability, to supervise, manage, operate, control, and direct performance of its duties under this License.

7. **SEVERABILITY.** If any provision of this License is held to be unenforceable by a final and non-appealable order of a court of competent jurisdiction, this License shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this License unenforceable.

8. **RECORDING.** This License shall be recorded in the Office of the Wasatch County Recorder.

9. **RUNS WITH THE LAND.** This License is binding on the Parties and their successors and assigns, and is deemed to run with the land for the benefit and as a burden on Parties.

10. **NOTICE.** Any notice or communication required hereunder between the County and Developer must be in writing, and may be given either personally, by overnight delivery or by registered or certified mail, return receipt requested. If given by registered or certified mail, such notice or communication shall be deemed to have been given and received on the first to occur of (i) actual receipt by any of the addressees designated below as the Party to whom notices are to be sent, or (ii) five (5) days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If personally delivered or delivered by overnight delivery, a notice shall be deemed to have been given when delivered to the Party to whom it is addressed or when delivered by the overnight delivery service to the address below. It is the responsibility of the Developer to provide contact information for any successor including the HOA. Any Party may at any time, by giving ten (10) days written notice to the other Party, designate any other address to which notices or communications shall be given. Such notices or communications shall be given to the Parties at their addresses set forth below:

If to the County:

DUSTIN GRABAU
Wasatch County Manager
25 N Main Street
Heber City, UT 84032
Email: dgrabau@wasatch.utah.gov

DOUG SMITH
Director
Wasatch County Administration Building
55 South 500 East
Heber City, UT 84032
Email: dsmith@wasatch.utah.gov

With Copies to:

SCOTT SWEAT

If to Developer:

AJ Fireside Park City LLC
2780 N. Moose Wilson Road
Wilson, WY 83014
Attn: Jamie Mackay
jamie@mackaydevelopments.com

With a copy to:

Snell & Wilmer LLP
Attention: Wade Budge and Craig Jensen
15 West South Temple, Suite 1200
Salt Lake City, UT 84106
wbudge@swlaw.com
cjensen@swlaw.com

Wasatch County Attorney
805 West 100 South
Heber City, UT 84032
ssweat@wasatch.utah.gov

11. **ASSIGNMENT.** Except as provided below, neither party shall assign, transfer, or delegate any rights, obligations or duties under this License without the prior written consent of the other party. The Developer shall transfer any rights, obligations, or duties to the homeowners' association for the Project ("**HOA**") in accordance with Section 8 of the Benloch Ranch Development Agreement, recorded as Entry #479211, as may be amended from time to time.

12. **WAIVER.** No action taken by any party shall be deemed to constitute a waiver of compliance by such party with respect to any representation, warranty, or condition contained in this License. Any waiver by any Party of a breach of any provision of this License shall not operate or be construed as a waiver by such Party of any subsequent breach

13. **GOVERNING LAW.** This License and the rights and obligations of the Parties hereto shall be governed by, and construed in accordance with, the laws of the State of Utah.

14. **ENTIRE AGREEMENT AND MODIFICATION.** This License constitutes the entire agreement of the Parties as to the subject matter of this License, and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements made in connection with the subject matter hereof. No modification or amendment to this License shall be binding upon the Parties unless the same is in writing and signed by the authorized representatives of the respective Parties hereto.

[Signature Pages follow]

CONSENT TO ENTRY FEATURE LICENSE AND MAINTENANCE AGREEMENT

For good and sufficient consideration, Benloch Ranch Land Company, LLC, a Utah limited liability company, the owner of a portion of the land defined herein as the Property, consents to this License, as of the date first above listed.

BENLOCH RANCH LAND COMPANY, LLC,
a Utah limited liability company

By: *Jamie Mackay*
Name: Jamie Mackay
Title: President

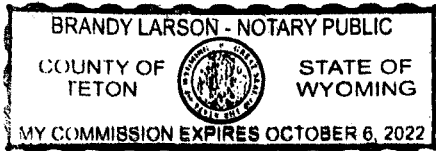
STATE OF Wyoming)
COUNTY OF Teton) ss.

The foregoing instrument was acknowledged before me this 22nd day of September, 2021, by Jamie Mackay as President of Benloch Ranch Land Company, LLC, a Delaware limited liability company.

Witness my hand and official seal.

My commission expires:
October 6, 2022

Brandy Larson
Notary Public



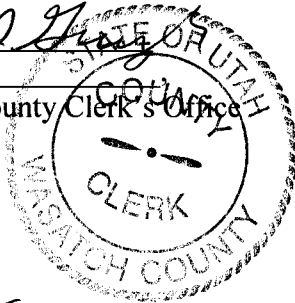
IN WITNESS WHEREOF, the Parties have duly executed and delivered this License as of the dates set forth below each Party's signature. This License shall be effective between the Parties as of the Effective Date.

COUNTY:

Wasatch County, a political subdivision of the State of Utah

Attest:

[Signature]
Dustin Grabau
Wasatch County Manager

[Signature]
Wasatch County Clerk's Office


STATE OF UTAH)
 ss:
COUNTY OF WASATCH)

The foregoing instrument was acknowledged before me this 15th day of October, 2021, by Dustin Grabau, who executed the foregoing instrument in his capacity as the Wasatch County Manager and by Joey Granger, who executed the foregoing instrument in their capacity with the Wasatch County Clerk's Office.

[Signature]
NOTARY PUBLIC
Residing at: Heber City UT

My Commission Expires:
1-22





11-26-19

**EXHIBIT A
LEGAL DESCRIPTION OF THE PROPERTY**

PARCEL A

A PARCEL OF LAND LOCATED IN SECTIONS 1, 2, 3, 10, AND 11, TOWNSHIP 3 SOUTH, RANGE 5 EAST, AND SECTIONS 34 AND 35, TOWNSHIP 2 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A PIN FOUND IN A STONE MARKING THE NORTHEAST CORNER OF SAID SECTION 1; THENCE S01°18'39"E 2649.96 FEET TO A FOUND HOLE IN THE ROCK MARKING THE EAST QUARTER CORNER OF SAID SECTION 1; THENCE S01°29'16"E 2544.74 FEET TO A FOUND REBAR AND CAP MARKED RLS 7600; THENCE N89°51'47"W 466.72 FEET TO A FOUND REBAR AND CAP MARKED CORNERSTONE RLS 7600; THENCE S00°36'10"E 466.74 FEET; THENCE N89°51'52"W 2308.93 FEET TO A FOUND STONE MARKING THE SOUTH QUARTER CORNER OF SAID SECTION 1; THENCE N89°51'50"W 2654.37 FEET TO A FOUND 3" PVC PIPE MARKING THE SOUTHWEST CORNER OF SAID SECTION 1; THENCE S00°06'39"E 1650.00 FEET TO A FOUND REBAR WITH NO CAP; THENCE S89°59'33"W 5283.73 FEET TO A FOUND REBAR WITH NO CAP; THENCE S00°10'22"E 976.48 FEET TO A FOUND REBAR AND CAP MARKED ALM ENG MARKING THE EAST QUARTER CORNER OF SAID SECTION 10; THENCE S88°28'47"W 1311.18 FEET TO A FOUND REBAR AND CAP MARKED ALPINE; THENCE S00°13'51"E 2604.55 FEET; THENCE N89°38'31"W 1321.78 FEET TO A FOUND REBAR AND CAP MARKED ALM ENG MARKING THE SOUTH QUARTER CORNER OF SAID SECTION 10; THENCE N00°20'20"W 5249.30 FEET TO A FOUND STONE WITH AN X MARKING THE NORTH QUARTER CORNER OF SAID SECTION 10; THENCE N89°55'58"W 2456.71 FEET TO A FOUND REBAR AND CAP MARKED ALPINE; THENCE N00°03'54"E 2639.68 FEET; THENCE S89°57'09"E 2454.99 FEET; THENCE N00°01'40"E 2712.94 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF STATE ROAD 32; THENCE ALONG SAID SOUTHERLY RIGHT OF WAY LINE THE FOLLOWING TWENTY SEVEN (27) COURSES: (1) S84°53'22"E 405.57 FEET; (2) S88°39'45"E 207.41 FEET; (3) S88°39'44"E 292.33 FEET TO A FOUND RIGHT OF WAY MONUMENT; (4) N72°15'28"E 209.92 FEET; (5) N76°15'04"E 224.59 FEET; (6) N76°18'19"E 786.00 FEET TO A FOUND RIGHT OF WAY MONUMENT; (7) N77°43'24"E 191.92 FEET; (8) N81°40'37"E 68.28 FEET; (9) N86°02'18"E 192.34 FEET; (10) N88°29'31"E 471.93 FEET; (11) N87°18'03"E 906.83 FEET; (12) N88°51'37"E 208.38 FEET; (13) N78°10'50"E 209.04 FEET TO A FOUND RIGHT OF WAY MONUMENT; (14) S13°38'47"E 251.40 FEET; (15) N41°30'06"E 80.95 FEET; (16) N41°25'16"E 421.18 FEET TO A FOUND RIGHT OF WAY MONUMENT; (17) N69°06'21"E 612.61 FEET; (18) N69°12'39"E 422.32 FEET TO A FOUND RIGHT OF WAY MONUMENT; (19) S88°26'59"E 300.00 FEET; (20) N89°39'42"E 324.08 FEET TO A FOUND RIGHT OF WAY MONUMENT; (21) N82°24'02"E 333.19 FEET TO A FOUND RIGHT OF WAY MONUMENT; (22) N59°39'18"E 336.67 FEET TO A FOUND RIGHT OF WAY MONUMENT; (23) N41°13'03"E 300.01 FEET TO A FOUND RIGHT OF WAY MONUMENT; (24) N71°55'29"E 195.18 FEET TO A FOUND RIGHT OF WAY MONUMENT; (25) N71°56'08"E 237.32 FEET TO A FOUND RIGHT OF WAY MONUMENT; (26) N71°53'17"E 347.09 FEET TO A FOUND RIGHT OF WAY MONUMENT; AND (27) THENCE N72°01'10"E 24.25 FEET; THENCE S00°06'29"E 1344.24 FEET TO A FOUND BRASS CAP MONUMENT BY WASATCH ENGINEERING DATED 1973 MARKING THE SOUTHEAST

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CORNER OF SAID SECTION 35; THENCE N89°33'35"E 2668.11 FEET TO A FOUND REBAR AND ALUMINUM CAP MARKED CORNERSTONE LS 7600 MARKING THE NORTH QUARTER CORNER OF SAID SECTION 1; THENCE N89°33'13"E 2667.85 FEET TO THE POINT OF BEGINNING.

INCLUDED THEREIN ALL OF LOTS 1-25, 28-35, 37, 40, 42-58, AND 61-71, TALISMAN PHASE 1, AS DESCRIBED ON THAT TRUSTEE'S DEED UPON SALE AS RECORDED IN THE OFFICE OF THE WASATCH COUNTY RECORDER AS ENTRY NO. 362227 IN BOOK 1020, PAGES 1272-1274.

ALSO INCLUDED THEREIN ALL OF LOTS 26, 27, 36, 38, 39, 41, 59, AND 60 OF TALISMAN PHASE 1, AS DESCRIBED ON THAT TRUSTEE'S DEED UPON SALE AS RECORDED IN THE OFFICE OF THE WASATCH COUNTY RECORDER AS ENTRY NO 382291 IN BOOK 1063, PAGES 1010-1014.

CONTAINING 2349.319 ACRES MORE OR LESS

TOGETHER WITH:

PARCEL B (AS-SURVEYED)

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 2 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF SECTION 3, TOWNSHIP 2 SOUTH, RANGE 5 EAST, SAID POINT BEING N89°24'50"E ALONG SAID NORTH LINE, 643.93 FEET FROM THE NORTHWEST CORNER OF SAID SECTION 3; THENCE N00°15'47"W 658.00 FEET; THENCE N89°26'54"E 535.03 FEET; THENCE S00°24'58"E 657.65 FEET; THENCE S89°24'41"W 536.79 FEET TO THE POINT OF BEGINNING.

CONTAINING 352,531 SQUARE FEET OR 8.093 ACRES MORE OR LESS

PARCEL B (RECORD)

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 3, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN AS DESCRIBED IN THE OFFICE OF THE WASATCH COUNTY RECORDER AS ENTRY # 403725 BOOK 1111 PAGE 0003:

THE EAST HALF OF THE SOUTH HALF OF THE SOUTH WEST QUARTER OF THE SOUTHWEST QUARTER SECTION 34, TOWNSHIP 2 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN:

LESS AND EXCEPTING THEREFROM:

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A RECTANGLE LOCATED ALONG THE WEST EDGE OF SAID PROPERTY RUNNING THE ENTIRE LENGTH OF SAID PROPERTY IN A NORTH SOUTH DIRECTION WITH SUCH WIDTH IN AN EAST WEST DIRECTION SO THAT SAID RECTANGLE CONTAINS 2 ACRES.

LESS AND EXCEPTING FROM PARCEL A, PARCELS C AND D AS DESCRIBED BELOW

PARCEL C

A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 3, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT, SAID POINT BEING 729.94 FEET N0°01'40"E AND 660.99 FEET S89°58'20"E FROM THE CENTER QUARTER CORNER OF SAID SECTION 3 ND RUNNING; THENCE N00°01'19"E 729.37 FEET; THENCE N89°41'47"E 660.93 FEET; THENCE S00°00'57"W 730.99 FEET; THENCE S89°50'13"W 661.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 482616 SQUARE FEET OR 11.079 ACRES MORE OR LESS

PARCEL D

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE CENTER QUARTER CORNER OF SAID SECTION 3 AND RUNNING; THENCE S89°58'41"E ALONG THE QUARTER SECTION LINE 661.07 FEET; THENCE S00°01'18"W 659.88 FEET; THENCE N89°59'59"W 661.14 FEET; THENCE N00°01'39"E ALONG THE QUARTER SECTION LINE 660.13 FEET TO THE POINT OF BEGINNING.

CONTAINING 436331 SQUARE FEET OR 10.017 ACRES MORE OR LESS

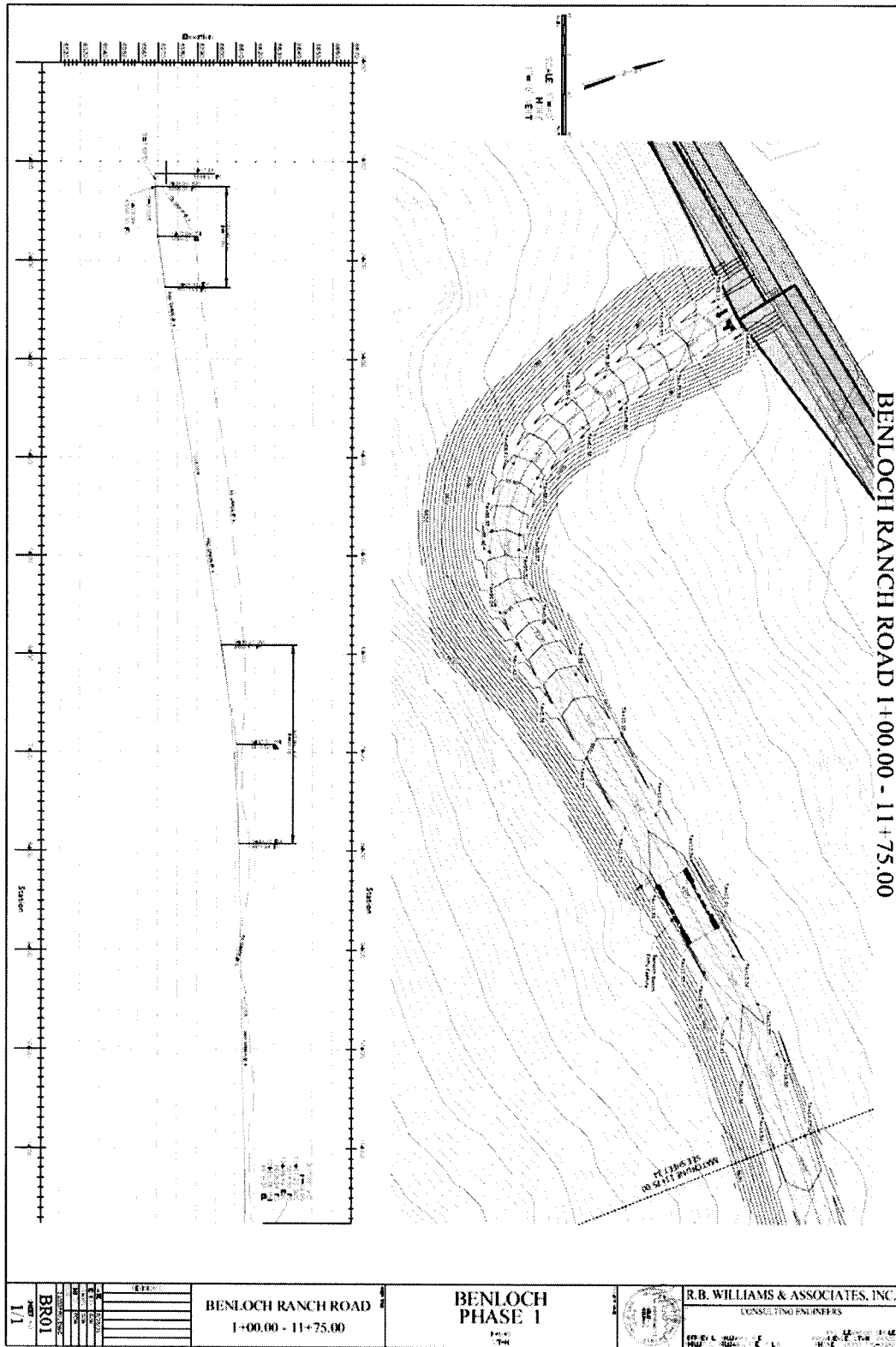
(NET ACREAGE OF PARCEL A LESS AND EXCEPTING PARCELS C AND D IS 2328.221 ACRES MORE OR LESS)

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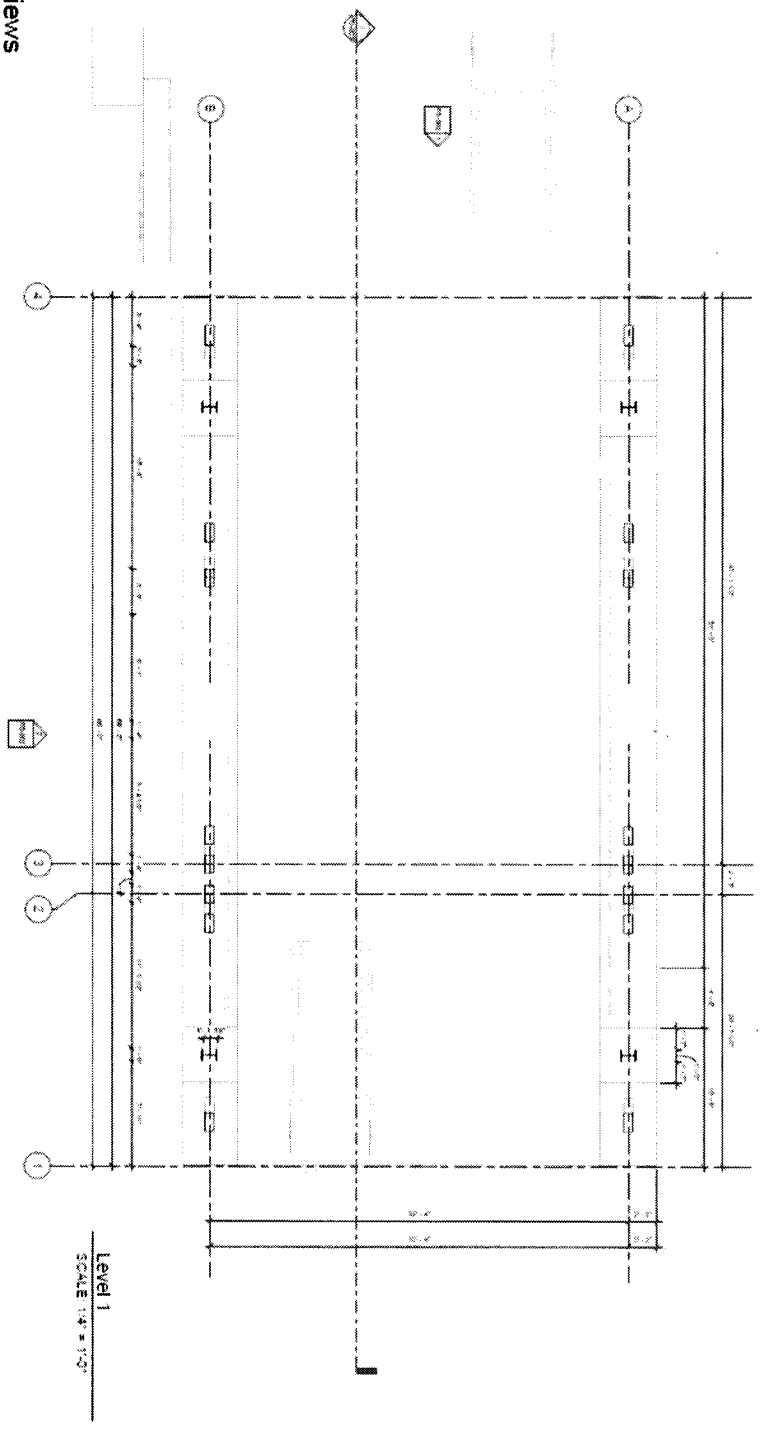
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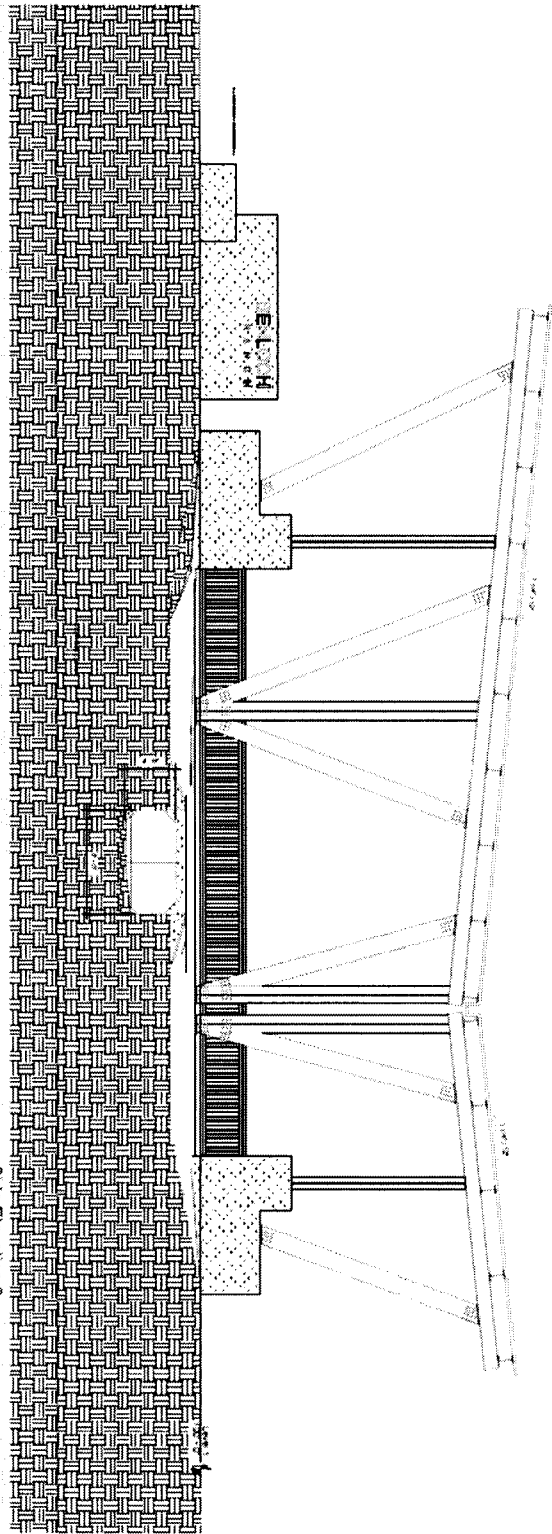
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EXHIBIT B
Entry Feature Depiction, Location, and Standards

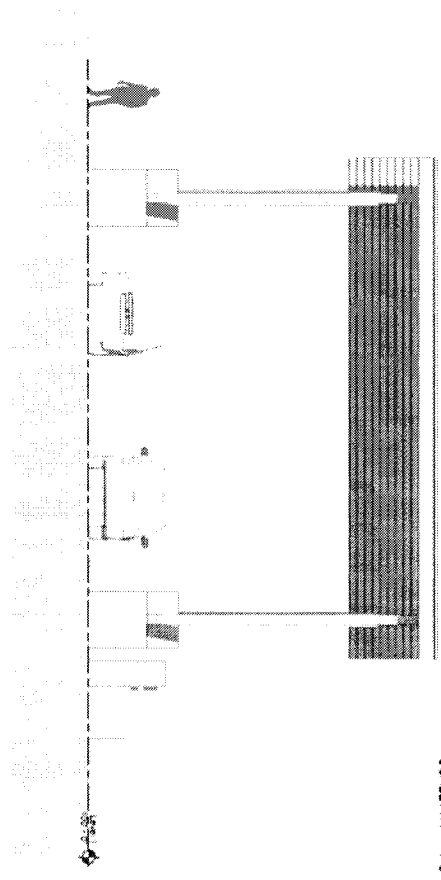


Floor Plan / 3D Views
Berloch Ranch - Entry Feature





Side Elevation 2
SCALE: 1/4" = 1'-0"

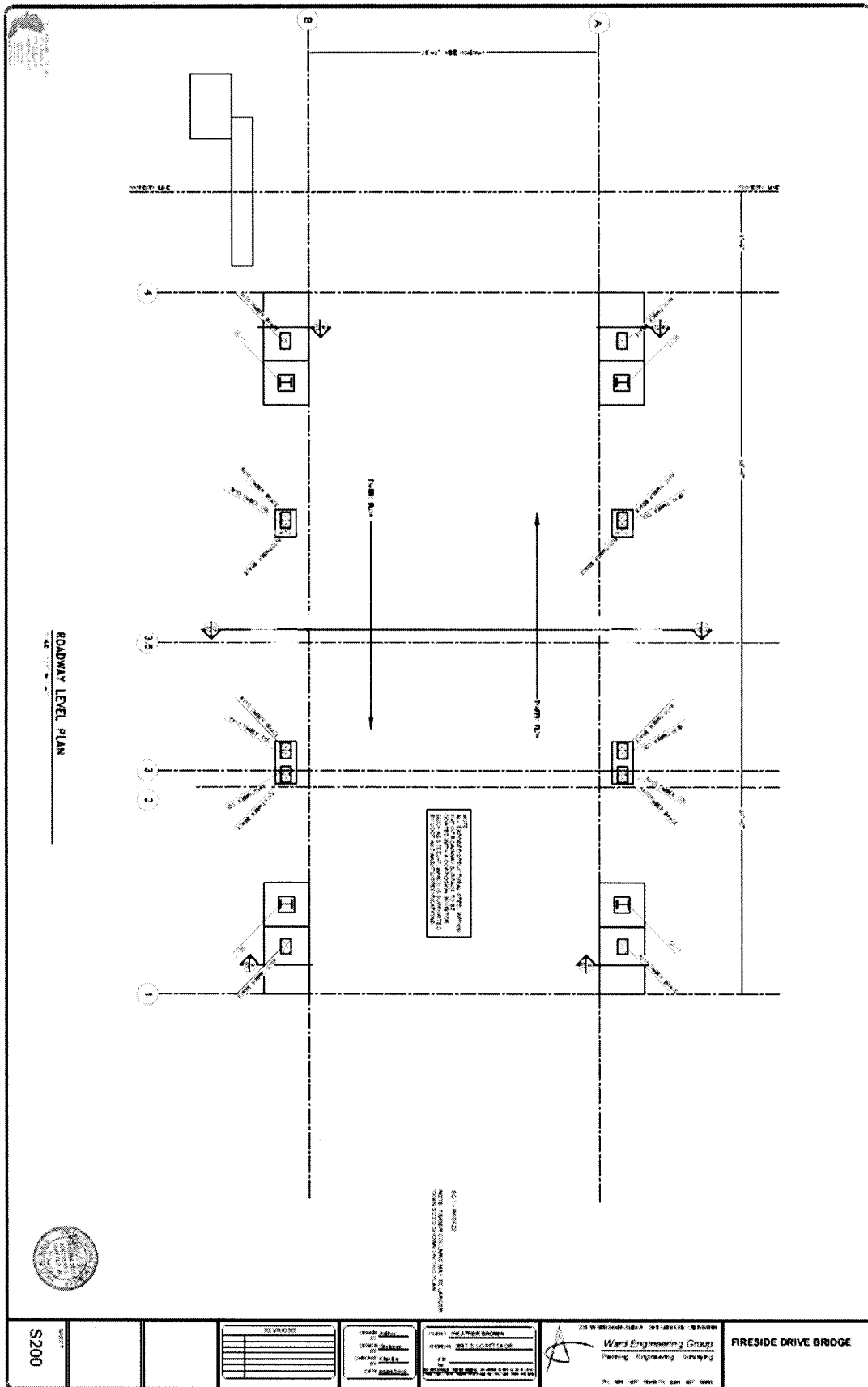


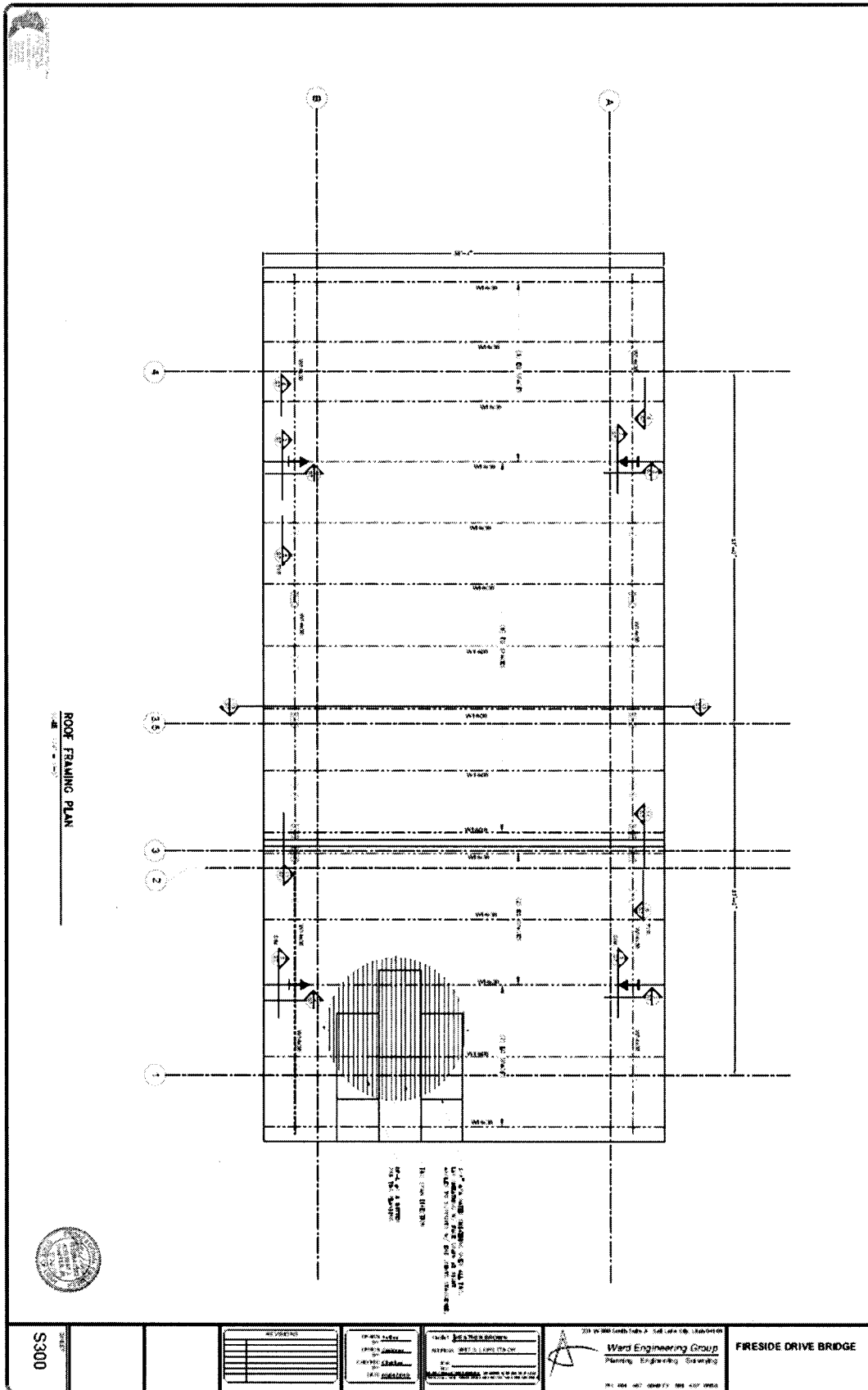
Front Elevation
SCALE: 1/4" = 1'-0"

Elevations

Benloch Ranch - Entry Feature







S300

NO.	REVISION

DATE: 10/10/00
 DRAWN BY: J. J. ...
 CHECKED BY: ...
 IN CHARGE: ...

Ward Engineering Group
 Planning, Engineering, Surveying

215 W. 9th Street, Suite 100, Lincoln, NE 68508
 Phone: (402) 441-7777
 Fax: (402) 441-7778

FRESIDE DRIVE BRIDGE

<p>1 CONCRETE PER DETAIL</p>	<p>2 CONCRETE PER DETAIL</p>	<p>3 CONCRETE PER DETAIL</p>	<p>4 CONCRETE PER DETAIL</p>
<p>5 DETAIL</p> <p>NOT USED</p>	<p>6 DETAIL</p> <p>NOT USED</p>	<p>7 PER DETAIL AT WOOD COLUMN</p>	<p>8 DETAIL</p> <p>NOT USED</p>
<p>9 DETAIL</p> <p>NOT USED</p>	<p>10 DETAIL</p> <p>NOT USED</p>	<p>11 DETAIL</p> <p>NOT USED</p>	<p>12 DETAIL</p> <p>NOT USED</p>
<p>13 DETAIL</p> <p>NOT USED</p>	<p>14 DETAIL</p> <p>NOT USED</p>	<p>15 DETAIL</p> <p>NOT USED</p>	<p>16 DETAIL</p> <p>NOT USED</p>
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<p>21 DETAIL</p> <p>NOT USED</p>	<p>22 DETAIL</p> <p>NOT USED</p>	<p>23 DETAIL</p> <p>NOT USED</p>	<p>24 DETAIL</p> <p>NOT USED</p>

