When Recorded Please Return to: Summit County Department of Community Development P.O. Box 128, Coalville, Utah 84017

# DEVELOPMENT IMPROVEMENTS AGREEMENT for THE COLONY AT WHITE PINE CANYON – PHASE 3A

THIS AGREEMENT is made this day of December, 2000 by and between Summit County, a political subdivision of the State of Utah ("the County"), and Iron Mountain Associates, L.L.C. a Utah Limited Liability Company ("the Developer").

#### **RECITALS**

A.	The Developer is the owner of certain property situated in the County of Summit,
State of Utal	, commonly known as "The Colony at White Pine Canyon" (The Colony), and as
more particu	larly described in the legal description in Exhibit "A" attached hereto and by this
reference inc	orporated herein (the Property);

- C. Approval of the Development provides that the Property be developed in accordance with (i) the applicable Global Principles contained within the Development Agreement, (ii) the Declaration of Covenants, Conditions and Restrictions for The Colony at White Pine Canyon and the Design and Development Guidelines of The Colony, and (iii) the applicable Snyderville Basin Development Code (the Code) and Snyderville Basin General Plan policies and standards which apply to The Colony.
- D. Summit County has approved the Plat submitted by the Developer subject to certain requirements and conditions which include the installation and construction of the the off-site public road and public road improvements on White Pine Canyon Road (the "Public Road Improvements") and the private roads and private road improvements, storm drain improvements and storm sewers, sanitary sewers, water mains, all utility lines and any other improvements which are necessary to serve the Property (the Site Improvement Work) and that the Developer shall construct those improvements in the manner required by the Code, the County Engineer, and any applicable special service district or county service area, subject to and as modified by the applicable terms of the Development Agreement.

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ALAN SPRIGGS, SUMMIT CO RECORDER 2000 DEC 29 15:34 PM FEE \$36.00 BY DMG REQUEST: FIRST AMERICAN TITLE CO UTAH E. The Developer has submitted construction plans to the County, as that term is defined in the Snyderville Basin Development Code, for the Public Road Improvements and the Site Improvement Work (the Site Improvement Plans) and a construction management and mitigation plan (the Construction Management and Mitigation Plan) according to which the Developer intends to construct said Public Road Improvements and Site Improvement Work (collectively the "Site Improvement Documents").

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:

- 1. <u>Completion of Site Improvement Plans</u>. As a condition to the recordation of the Plat, the Developer shall be required to bond for the timely completion of and to construct the Public Road Improvements and Site Improvement Work.
- 2. Developer's Guarantee and Warranty. In the manner provided for in this Agreement, the Developer hereby guarantees and warrants the installation of, and the payment for, the Public Road Improvements and Site Improvement Work in the manner prescribed in the Site Improvement Documents. Developer further hereby guarantees and warrants all Public Road Improvements and Site Improvement Work constructed or installed by the Developer against defects in materials and workmanship for a period of twenty-four (24) months after acceptance of such improvements by the County Engineer or the utility companies (the Warranty Period). During the Warranty Period, the County shall retain a Guarantee and Warranty bond equal to ten (10) percent of the total cost of the Public Road Improvements and Site Improvement Work, excepting therefrom the cost of that portion of the Public Road Improvements and Site Improvement Work for which separate guarantees and warranties have been provided to other agencies as provided below. The Developer agrees to promptly correct any deficiencies in the Public Road Improvements and Site Improvement Work in order to meet the requirements of the Site Improvement Documents and County specifications for such installations. In the event the Public Road Improvements and Site Improvement Work are not (a) substantially complete within the applicable timeframes set forth in the development schedules in Exhibit "B" attached hereto and by this reference incorporated herein (the Development Schedule) and/or (b) completed according to the Site Improvement Documents, the County shall have the right to cause such work to be done as is necessary to properly complete the installation and The Developer shall be liable for the cost of such corrective work.
- 3. Maintenance and Repair. The Developer has recorded the Declaration of Covenants, Conditions and Restrictions (the CCR's) in the office of the Recorder of Summit County, Utah, which obligates the Homeowners' Association of The Colony at White Pine Canyon (the Association) to maintain the Site Improvement Work within the Property. At such time as the Developer has completed the Site Improvement Work as approved by the County and has transferred the ownership of the Site Improvement Work to the Association, the Developer shall be released from the obligation and liability to maintain the same or to be responsible for the cost of such maintenance. The CCR's also shall contain a provision requiring the Association to participate in and contribute to the general obligations of property owners within the SPA according to the terms and provisions referred to in Section 4 of the Development Agreement

and in the Joint Operating Agreement between the Association and the Resort Village Management Association for the maintenance and repair of any portion of the Site Improvement Work which may become the responsibility of the Association.

- 4. <u>Roads</u>. Developer agrees to construct the Public Road Improvements and all private roads and private road improvements within the Property (the Road Improvements), in accordance with the plans and specifications of the Site Improvement Plans.
- (a) The Developer anticipates the construction of the Roads Improvements will be completed in accordance with the Schedule in Exhibit B.
- (b) Developer agrees to install traffic control signs and street sign names as required by the County and to revegetate all cuts and fills resulting from construction in a manner which will prevent erosion in conformance with the Erosion Control and Revegetation Plans included in the Site Improvements Documents.
- (c) The construction of such roads shall be subject to inspection and approval by the County Engineer, and the cost of such inspection shall be paid by the Developer.
- 5. <u>Sanitary Sewer and Water Mains</u>. The Developer shall construct all the sanitary sewer collection mains and associated improvements (the Sewer System) and culinary and fire protection water mains and associated improvements (the Water System) shown on the Site Improvement Plans.
- (a) At the request of Developer, the Snyderville Basin Sewer Improvement District (the Sewer District) has entered into a Line Extension Agreement dated November 9, 2000, and approved by the Sewer District on November 20, 2000, to provide for the installation of the Sewer System necessary to connect all lots within the Property to existing sewage collection facilities, whether such mains and associated improvements are actually on the Property, bordering the Property or on other lands, all in accordance with the standard specifications of the Sewer District.
- Service District (the Water District) has entered into that certain Agreement For Sale of Municipal and Industrial Water and the Reservation of Water For Irrigation Use Within The Colony at White Pine Canyon between the Developer and the Water District dated June 5, 2000, and that certain Land Development and Water Service Agreement between the Developer and the Park City Water Special Service District ("Park City District") dated July 17, 1998, to provide for the installation of the Water System for the Property necessary to connect all lots within the Property to existing Water District and Park City District sources, whether such mains and other improvements are actually on the Property, bordering the Property or on other lands, all in accordance with the standard specifications of the Water District and Park City District.
- (c) The Developer anticipates that the installation of the Sewer System and Water System will be completed in accordance with the Development Schedule in Exhibit B.

- (d) The cost of the Sewer System shall be borne by the Developer pursuant to an agreement between the Developer and the Sewer District. The Developer shall pay all applicable fees and shall provide a separate guarantee and warranty to the Sewer District for the Sewer System, the amount of which shall be excepted from the requirement of a guarantee and warranty to the County as set forth in Section 2 above. The Developer shall provide the County with copies of all guarantees and warranties which are not included in the County bond.
- (e) The cost of the Water System shall be borne by the Developer pursuant to an agreement between the Developer and the Water District. The Developer shall provide a separate guarantee and warranty to the Water District for the Water System, the amount of which shall be excepted from the requirement of a guarantee and warranty to the County as set forth in Section 2 above. The Developer shall provide the County with copies of all guarantees and warranties which are not included in the County bond.
- 6. <u>Electric, Gas, Telephone and TV Facilities</u>. The Developer shall construct electric, gas, and telephone facilities (the Dry Utilities) shown in the Site Improvement Documents.
- (a) At the request of the Developer, Utah Power shall engineer and provide for the installation of all electric distribution lines and facilities required for the Property, and Developer shall pay for such work in accordance with the established charges of Utah Power.
- (b) At the request of the Developer, Questar shall engineer and provide for the installation of all required natural gas lines and facilities required for the Property, and Developer shall pay for such work in accordance with the established charges of Questar Gas Company.
- (c) At the request of the Developer, Qwest Communications and/or other service provider designated by the Developer shall engineer and provide for the installation of all required telephone lines and facilities required for the Property, and Developer shall pay for such work in accordance with the established charges of Qwest Communications and/or other service provider.
- (d) At the request of the Developer, one of the following options shall be selected by the Developer for television service: (i) a service provider designated by the Developer shall engineer and provide for the installation of all cable television lines or comparable fiber optic facilities required for the Property, and Developer shall pay for such work in accordance with the established charges of said service provider; and/or (ii) Developer shall make arrangements with a service provider for individual satellite television reception.
- (e) The Developer anticipates that the installation of the Dry Utilities will be completed in accordance with the schedule in Exhibit B.
- (f) The cost of the Dry Utilities shall be borne by the Developer. The Developer shall provide a separate guarantee and warranty to the utility companies for the Dry Utilities, the amount of which shall be excepted from the requirement of a guarantee and

warranty to the County as set forth in Section 2 above. The Developer shall provide the County with copies of all guarantees and warranties which are not included in the County bond.

- 7. <u>Storm Drainage Improvements</u>. The Developer shall install all storm sewer lines and facilities described in the Site Improvement Plans (the Storm Drains).
- (a) The Developer anticipates that the installation of the Storm Drains will be completed in accordance with the Schedule in Exhibit B.
  - (b) The cost of the Storm Drains shall be borne by the Developer.
- (c) The installation of the Storm Drains shall be subject to inspection and approval by the County Engineer. The cost of such inspection shall be paid by the Developer.
- (d) The Storm Drains installed by the Developer and accepted by the County Engineer, shall be deeded to the Association as part of the general Grant of Easement from the Developer to the Association, and shall be maintained by the Association.
- 8. <u>Public Trails</u>. As provided in the Development Improvements Agreement for Phase 1 of The Colony with respect to the requirements established by the County and the Snyderville Basin Special Recreation District (the Recreation District) for the development of the Mid-Mountain Trail, portions of which are to be funded by the Developer pursuant to the Development Agreement, the Developer has provided financial arrangements satisfactory to the Recreation District for the improvement and surfacing of such trails in accordance with the plans and specifications provided by the Recreation District. Summit County has received written confirmation from the Recreation District that the Developer has complied with the requirements of this section having made separate financial arrangements with the Recreation District for the Mid-Mountain Trail, the amount of which shall be excepted from the requirement of a guarantee and warranty to the County as set forth in Section 2 above.
- 9. <u>Landscaping</u>. Developer shall install landscaping in accordance with the Site Improvement Plans, at Developer's expense, and according to the anticipated Schedule in Exhibit B. All such landscaping is subject to the approval of the Community Development Director.
- 10. <u>Road Cuts</u>. Developer acknowledges that the County has adopted a road cut ordinance, the provisions of which shall apply to the alteration of an existing County road necessitated by the installation of any utilities described in this Agreement.
- 11. <u>Traffic Control</u>. During the construction of any utilities or improvements described herein, Developer shall be responsible for controlling and expediting the movement of vehicular and pedestrian traffic through and around all construction sites and activity in conformance with the Construction Management and Mitigation Plan.

- 12. <u>Repair of Damage to Public Improvements</u>. The 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 the Developer within a reasonable time after discovery of any claim hereunder, and the Developer shall have a reasonable period of time within which to repair the same.
- 13. <u>Transfer of Development Rights Agreement</u>. The Developer hereby agrees to abide by the terms and provisions of that certain agreement regarding the transfer of development rights entitled "TDR Agreement" which was executed by the Developer on November 15, 1999, and which is attached to the Development Agreement as Exhibit "K."
- 14. <u>Master Resort Association Agreement</u>. The Developer hereby agrees to abide by the terms and provisions of the Joint Operating Agreement by and between The Canyons Resort Village Association and The Colony at White Pine Canyon Homeowners' Association, which agreement is an exhibit to the Development and replaces the "Commitment Regarding Master Resort Association" which was executed by the Developer on August 24, 1999.
- 15. Financial Assurances. Prior to final approval by the County of this Agreement, the Final Subdivision Plat, the Site Improvement Plans, and/or the commencement of construction of any of the Public Road Improvements and Site Improvement Work, the Developer shall provide the County with sufficient security to ensure completion of the required improvements and to insure the performance by the Developer of the obligations under this Agreement (the Security). The amount of the Security shall be \$8,374,369, which has been determined in accordance with the cost estimates included in the Schedule set forth in Exhibits C1 and C2 attached hereto and by this reference incorporated herein, and which amount is equal to the cost of all the Public Road Improvements and Site Improvement Work, excepting those amounts specifically exempted in Sections 5, 6 and 8 of this Agreement. The Security shall consist of one of the following:
  - (a) <u>Letter of Credit</u>. Said Letter of Credit shall be drawn upon a state or national bank and shall be: (i) irrevocable, (ii) require only that the County present the issuer with a signed draft and a certificate signed by an authorized representative of the County certifying that the Developer is in default of the terms of this Agreement and the County's right to draw funds.
  - (b) <u>Cash Escrow Account</u>. Acceptable escrow agents shall be the Summit County Treasurer's Office, or banks or savings institutions which are federally insured.
  - (c) <u>Completion Bond</u>. The bond shall guarantee that all improvements shall be properly installed within the time provided or the bond may be called by the County to complete the improvements or correct the defects.

In each case, the Security shall be of a term sufficient to cover both the time necessary to complete the Public Road Improvements and Site Improvement Work and the Warranty Period. The deadline may be extended by the County upon showing of a sufficient cause, but no

additional phase of The Colony shall be permitted during such an extension. As portions of the Public Road Improvements and Site Improvement Work are completed in accordance with this Development Improvements Agreement, County regulations, and the approved Site Improvement Documents, the Developer may make application to the County Engineer to reduce the amount of the original Letter of Credit, Cash Escrow Account or Completion Bond. If the Board of County Commissioners is satisfied that a portion of the Public Road Improvements and Site Improvement Work has been completed in accordance with County standards, they may cause the amount of the Letter of Credit, Cash Escrow Account or Completion Bond to be reduced by such amount that they deem appropriate, provided that the remaining amount of the Letter of Credit, Cash Escrow Account or Completion Bond is adequate to insure the completion of the remainder of the Public Road Improvements and Site Improvement Work.

- 16. <u>Default</u>. If the Developer shall default in the performance of the Developer's obligation hereunder and shall either (a) fail to cure such default within thirty (30) days after receipt of written notice from the County specifying the nature of such default, or (b) in the event such default cannot be cured within thirty (30) days, fail to promptly commence to cure the same and to thereafter diligently proceed with such cure, then the County shall be entitled to undertake such work as may be necessary and appropriate to cure such default and to present an invoice to the Developer for the reasonable costs expended by the County to cure a default. The County shall provide an invoice of the costs incurred in curing the default and shall be reimbursed within 30 days either by (a) payment from the Developer, or, failing payment by the Developer, (b) drawing funds under the security.
- 17. <u>Limitation of Liability</u>. No recourse shall be had for any obligation of or default by the Developer under this Agreement or for any claim with respect to this Agreement against any partner or joint ventures of Developer or seller(s) of the Property or any other creditor or lender of the Developer under any rule of law (including without limitation, the rule of law that general partners and joint ventures are jointly and severally liable for the indebtedness of a partnership or joint venture, as applicable), contractual provision, statute or constitution or otherwise, it being understood that all such liabilities of the partners or joint ventures of the Developer are to be, by the execution of this Agreement by the County, expressly waived and released as a condition of, and in consideration for, the execution and delivery of this Agreement. Nothing contained herein shall constitute a waiver of any obligation of the Developer to the County under this Agreement or shall be taken to prevent recourse to or of the enforcement of any rights of the County as against the Security posted by the Developer pursuant to this Development Improvements Agreement.
- 18. <u>Amendment</u>. This Agreement, Exhibits A, B, and C hereto, and the Site Improvement Documents referred to herein, may only be amended by written instrument signed by the County and the Developer.
- 19. <u>Binding Effect</u>. This Agreement and the covenants contained therein shall run with the land and shall be binding upon and shall inure to the benefit of all parties hereto and their successors, heirs and assigns; provided that, except as provided in Section 3 above, any purchaser of a residential lot within the Property, including the Association, which receives title to any portion of the Property shall not incur any liability hereunder. No person or entity,

including the Association, which receives title to any portion of the Property, may claim to be a third party beneficiary of this Agreement. This Agreement shall be recorded in the Office of the Summit County Recorder and shall be on file with the Department of Community Development. All existing lien holders shall be required to subordinate their liens to the covenants contained in this Development Improvements Agreement.

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

**APPROVED:** 

**SUMMIT COUNTY, UTAH** 

By:

Chairman

**Board of County Commissioners** 

APPROVED AS TO FORM:

David Thomas BAYLES

**Deputy County Attorney** 

IRON MOUNTAIN ASSOCIATES, L.L.C.

By: WPA, LTD.,

Its Manager

White Pine Associates, Inc., By:

Its General Partner

By: Keith R. Kelley

Vice-President and Secretary

STATE OF UTAH )
SUMMIT COUNTY )
The foregoing instrument was acknowledged before me this 18 day of as Chairman of the Board of County Commissioners of Summit County, Utah, and by as Clerk of Summit County.
WITNESS my hand and official seal.
My commission expires: 8-14-2003
Notary Public
Notary Public MARSHA S. CRITTENDEN 60 North Main St. P.O. Box 128 Coalville. Utah 84017 My Commission Expires August 14, 2003 State of Utah
STATE OF UTAH ) ) ss. SUMMIT COUNTY )
The foregoing instrument was acknowledged before me this 18th day of December, 2000, by Keith R. Kelley as the Vice-President and Secretary of White Pine Associates, Inc., a Utah corporation.
WITNESS my hand and official seal.
My commission expires: 7-19-04
DIANN GREER  NOTARY PUBLIC • STATE OF UTAH  PARK CITY, UT 84060 COMM. EXP 7-19-2004

#### EXHIBIT "A"

# THE COLONY AT WHITE PINE CANYON PHASE 3A - LEGAL DESCRIPTION

Beginning at a point which is N00°22'56"E, 564.20 feet from the West Quarter Corner of Section 12, Township 2 South, Range 3 East, Salt Lake Base and Meridian, (Basis of Bearing being S00°15'36"W, 2618.85 feet from the said West Quarter Corner of Section 12 and the Southwest Corner of said Section 12); and running thence N51°46'36"E, 89.58 feet; thence N83°46'10"E, 227.81 feet; thence S73°23'47"E, 864.03 feet; thence N29°31'29"E, 127.38 feet; thence N37°01'39"E, 281.30 feet; thence N40°46'26"E, 192.64 feet; thence N26°22'02"E, 167.72 feet; thence N63°49'01"E, 290.21 feet; thence N17°47'08"E, 218.46 feet; thence S50°14'36"E, 60.86 feet; thence S85°47'42"E, 839.61 feet; thence S48°46'10"W, 140.36 feet; thence S32°46'18"W, 1410.42 feet; thence S57°44'07"W, 21.00 feet; thence S32°15'53"E, 68.80 feet; thence Southeasterly 110.84 feet along the arc of a 250.00 foot radius curve to the right, (chord bears S19°33'47"E, 109.94 feet); thence S06°51'42"E, 104.52 feet; thence Southeasterly 228.90 feet along the arc of a 500.00 foot radius curve to the left, (chord bears S19°58'37"E, 226.91 feet); thence S33°05'32"E, 126.69 feet; thence Southeasterly 126.80 feet along the arc of a 300.00 foot radius curve to the right, (chord bears S20°59'01"E, 125.86 feet); thence S08°52'30"E, 126.22 feet; thence Southeasterly 220.31 feet along the arc of a 250.00 foot radius curve to the left, (chord bears S34°07'12"E, 213.25 feet); thence S36°45'17"W, 885.99 feet; thence S47°30'54"W, 529.64 feet; thence S43°53'49"W, 467.15 feet; thence S56°05'03"W, 339.52 feet; thence N89°44'24"W, 438.26 feet; thence N20°30'52"W, 526.22 feet; thence N65°10'11"W, 658.20 feet; thence S81°16'09"W, 25.00 feet; thence Southeasterly 64.07 feet along the arc of 560.00 foot radius curve to the left, (chord bears S12°00'31"E, 64.04 feet); thence S74°42'49"W, 13.15 feet; thence Northwesterly 133.04 feet along the arc of a 90.00 foot radius curve to the right, (chord bears N62°56'21"W, 121.25 feet); thence Northwesterly 148.81 feet along the arc of a 600.00 foot radius curve to the left, (chord bears N27°41'49"W, 148.43 feet); thence S75°01'39"W, 21.31 feet; thence N37°47'07"W, 210.66 feet; thence S67°16'15"W, 361.51 feet; thence N08°58'59"W, 91.13 feet; thence N33°02'42"W, 56.45 feet; thence N07°55'01"W, 48.72 feet; thence S78°20'37"W, 494.29 feet; thence N19°40'44"E, 388.81 feet; thence N75°23'21"W, 199.60 feet; thence N24°43'09"W, 713.48 feet; thence N82°40'50"E, 587.91 feet; thence N14°22'12"E, 273.33 feet; thence N12°27'50"E, 81.45 feet; thence N59°36'48"E, 514.83 feet; thence N54°37'16"E, 459.65 feet; thence N23°05'49"E, 157.73 feet; thence S88°40'41"E, 420.73 feet: thence N51°46'36"E, 74.27 feet to the point of beginning.

Contains 222.62 Acres and 33 Lots

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#### **EXHIBIT "B"**

### SCHEDULE OF IMPROVEMENTS THE COLONY – PHASE 3A

The improvements outlined in the Development Improvements Agreement are estimated to be completed based on the following schedule:

#### **SITE IMPROVEMENT WORK:**

- Temporary and permanent runoff control measures are currently in place and continue through December 2001.
- Clearing, grubbing, excavation and road improvement construction are scheduled to be completed by December 2001.
- Construction of water and sewer improvements is planned to be completed by November 2001.
- Drainage improvements are scheduled to be completed in November 2001.
- Landscaping and revegetation are to proceed in sequence with the road construction and will be completed and ready for County inspection in November 2001.
- Gas, electric, telephone and other utilities are to be installed as road construction proceeds and are to be completed by December 2001.
- Street identification and traffic control devices are to be installed and ready for inspection by the County Engineer in December 2001.

# **PUBLIC ROAD IMPROVEMENTS:**

• All of the Public Road Improvements shown on Exhibit C2 are scheduled to be completed by October 15, 2001.

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# **EXHIBIT "C"**

# SCHEDULE OF IMPROVEMENT COSTS

- Site Improvement Work See Attached Exhibit C1
- Public Road Improvements See Attached Exhibit C2

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THE COLONY AT WHITE PINE CANYON PHASE 3A SITE MPROVEMENTS - R1, R31, R32, D A/D, D82/84, D86, D87/101, D90, D94/95, D96/98, D99/100, D102/104, D108/109 ENGINEERS TABULATION OF AMOUNTS 12/15/00

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2   6   6   6   6   6   6   7   7   7   7	-tared End (Ea.)			2	7	+									t a	\$150.00	\$1.200
7 (if) 3,400 5,650 2,380 587 1,200 223 700 264 250 900 290 410 350 16,604 \$22.00 20.00 V(if) 3,400 132,060 55,122 15,431 12,000 19,200 2,676 11,200 3,168 4,000 13,760 5,800 10,666 7,320 4,640 8,870 5,920 369,687 \$0.85 10,840 178,294 174,218 19,289 14,486 24,000 3,586 14,000 13,760 5,800 10,666 7,320 369,687 \$0.81 10,840 178,294 174,218 19,200 19,200 2,676 11,200 3,168 4,000 13,760 4,640 8,870 5,920 369,687 \$0.81 10,840 18,200 19,200 2,676 11,200 3,168 4,000 13,760 4,640 8,870 5,920 369,687 \$0.81 10,840 18,200 10,866 18,870 5,920 369,687 \$0.81 10,840 18,200 10,866 18,870	Flared End (Ea.)		و	1		1	+	+	1						,	\$200.00	\$400
3,400   5,650   2,380   587   1,200   223   700   264   250   900   290   410   350   16,604   \$22.00   \$22.0	38 Flared End (Ea.)	2			_	-	-								4	20.00	
Single   S	A 1 1 - 0 - 1 - 1 - 0 - 1	3 400	6.650	2 380	2	$\vdash$	$\vdash$	L	$\vdash$	$\perp$	006	290	410	350	16,604	\$22.00	\$365,288
sf)         81,640         132,060         5,542         15,431         12,000         19,200         13,760         4,640         8,870         5,920         369,687         \$0.85           s/subgrade(sf)         81,640         132,060         5,421         12,000         4,224         5,000         17,260         5,800         10,666         7,320         486,933         \$0.46           s/subgrade(sf)         81,640         132,060         55,122         15,431         12,000         19,200         2,676         11,200         3,168         4,000         13,760         4,640         8,870         5,920         486,933         \$0.46           s/subgrade(sf)         81,640         132,060         55,122         15,431         12,000         19,200         2,676         11,200         3,168         4,000         13,760         4,640         8,870         5,920         369,887         \$0.81           s/subgrade(sf)         81,640         81,640         8,870         5,920         369,887         \$0.81           s/subgrade(sf)         81,640         81,640         8,870         5,920         369,887         \$0.81           s/subgrade(sf)         9         0         3         3         3	rnc, Gas, Tele, & TV (II)	0,400	0,000	2,300	2	-	┨	1	1	1							
108,840   178,294   74,218   19,289   14,486   24,000   3,586   14,000   3,168   4,600   17,260   5,800   10,666   7,320   486,983   \$0.46   \$0.80   \$0.46   \$0.80   \$0.46   \$0.80   \$0.46   \$0.80   \$0.46   \$0.40   \$0.80   \$0.46   \$0.40   \$0.80   \$0.80   \$0.46   \$0.40   \$0.80   \$0.46   \$0.40   \$0.40   \$0.80   \$0.46   \$0.40	halt/ef)	81 640	132 060		5.431 12		г		_		13,760	4,640	8,870	5,920	369,687	\$0.85	\$314,23
#Subgrade(sf) 81,640 132,060 55,122 15,431 12,000 19,200 2,676 11,200 3,168 4,000 13,760 4,640 8,870 5,920 369,687 \$0.81      (II) (i) (i) (ii) (ii) (iii) (	ien(SI)	108 840	178 294		9 289 14	1	Г				17,260	5,800	10,666	7,320	486,983	\$0.46	\$224,01
Sec 735-1A (Ea.) (a)         4         2         5         705         900         200         200         200         3         14         \$100.00           Sec 735-1A (Ea.) (b)         4         2         5         2         2         4         13         \$1,200.00           (lij)(a)         2         650         650         250         1,150         405         832         550         15,108         \$1,320.00           (lij)(a)         2         650         1,150         405         832         550         15,108         \$1,320.00           (lij)(a)         3         8         6         1,150         405         832         550         15,108         8,132.00	pase/Subgrade(sf)	81,640	132,060		5,431 12,						13,760	4,640	8,870	5,920	369,687	\$0.81	\$299,44
Sec 735-1A (Ea.) (B)         4         2         5         700         \$2.94           Sec 735-1A (Ea.) (B)         4         2         3         2         4         14         \$1.00.00           Sec 735-1K (Ea.) (B)         4         2         5         4         2         5         13         \$1.200.00           (II) (B)         2         650         650         1,150         405         832         550         15,108         \$1.320.00           (II) (B)         3         8         6         1,150         405         832         550         15,108         813.25           (B)         3         8         8         3         8         6         38%	/			1 1											7002	#2E 44	6144 B2
Sec 735-1A (Ea.) (%)         9         0         3         2         2         4         \$1,200,00           Sec 735-1K (Ea.) (%)         4         2         5         5         650         250         1,150         405         832         550         15,108         \$1,320,00           ((II) (%)         2         650         6,581         1,525         705         610         650         1,150         405         832         550         15,108         \$1,322           (II) (%)         5         6         1,152         705         1,152	rdrail (If) (5)	3,630	265	705		6	8		200						5,700	\$25.41	\$144,83
4         2         5         13         \$1,200.00           2,850         5,581         1,525         705         610         650         250         1,150         405         832         550         15,108         \$13.22           0         3,8%         0         3,8%	rdrail End Sec 735-1A (Ea.)	6	0	3			2								14	\$100.00	91,400
2,850         5,581         1,526         705         610         650         250         1,150         405         832         550         15,108         \$13,22           0         3,8%	rdrail Fnd Sec 735-1K (Ea.) (5)	4	2	5					7						13	\$1,200.00	\$15,600
3.8%	nage Ditch (If) <sup>(8)</sup>	2.850	5.581	L	$\vdash$	10		920		250	1,150	405	832	220	15,108	\$13.22	\$199,72
	ingo chicar (ii)			1									_	_	٠	% X X	42005 AX

1 OF 1

#### Exhibit C2

# **PUBLIC ROAD IMPROVEMENTS**

# WHITE PINE CANYON ROAD

## THE COLONY -- PHASE 3A

17514	DESCRIPTION	QTY	UNIT		PRICE	- 1	TEM COST
ITEM	ROADWAY			-11		\$	77,400.00
1	CLEARING & GRUBBING	1.4	AC	\$	4,000.00	\$	5,600.00
<u>1</u> 2	STRIP/STOCKPILE 6" TOP SOIL (WITHIN LODA LINE)	1100	CY	\$	3.00	\$	3,300.00
3	COMMON EXCAVATION	4500	CY	\$	5.00	\$	22,500.00
4	8" UNTREATED AGGREGATE BASE COURSE	675	CY	\$	15.00	\$	10,125.00
5	8" UNTREATED AGGREGATE SUB BASE COURSE	725	CY	\$	15.00	\$	10,875.00
6	4" BITUMINOUS SURFACE COURSE	25000	SF	\$	1.00	\$	25,000.00
7	2" BITUMINOUS TEMPORARY SURFACE COURSE	3100	SF	\$	0.50	\$	1,550.00
<i>1</i>	STORM DRAIN	15 1	100		Taljarjin ersenim	\$	2,600.00
1	12" DIAMETER CPP STORM DRAIN PIPE	104	LF	\$	25.00	\$	2,600.00
20000	EROSION CONTROL		900			\$	14,950.00
ա <sup>ր (</sup> հայարին և և ) 1	SILT FENCE	1150	LF	\$	5.00	\$	5,750.00
2	LODA FENCE	1700	LF	\$	2.00	\$	3,400.00
3	TOPSOIL REPLACEMENT/REVEGETATION	0.8	AC	\$	7,250.00	\$	5,800.00
<u> </u>	SANITARY SEWER		150			\$	1,000.00
1	ADJUST EXISTING MANHOLE RIM TO FINISH GRADE	5	EA	\$	200.00	\$	1,000.00
- 1700 °	SUB-TOTAL (infrastructure)		100			\$	95,950.00
							P-10-10-10-10
	120% SUMMIT COUNTY BOND					\$	and the second s
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