WEBER COUNTY IMPROVEMENTS GUARANTEE AGREEMENT

THIS AGREEMENT (herein "Agreement") is entered into this 6 day of_	September, 2017,
****PARTIES****	
"APPLICANT": BRIDGES HOLDING COMPANY	
a(n): LIMITED LABILITY COMPANY (corporation, limited liability comp	pany, partnership, individual).
address: 3718 N. WOLF CREEK Digity: EDEN s	tate: <u>VT</u> zip: <u>843/0</u>
telephone: (<u>801) 430 - 1567</u> , facsimile: ()	7
"COUNTY": Weber County, a political subdivision of the State of Utah, 2380 Washington BLVD, Ogden, UT 84401, (801) 399-8374.	*W2879694*
WHEREAS, APPLICANT desires to post the following improvement guara	ntee(s) (check):
□ Off-site improvement guarantee	E# 2879694 PG 1 0F 41
On-site improvement guarantee	LEANN H KILTS, WEBER COUNTY RECORDER 20-SEP-17 351 PM FEE \$.00 DEP DC REC FOR: WEBER COUNTY PLANNING
with the COUNTY for PARKSIDE PRUD PHASE I (description or name of Project)	The state of the s
ocated at 4815 EAST BALLEY LANE, EDEN, UT (address of Project)	84310
WHEREAS, COUNTY ordinances require APPLICANT to guarantee improvements prior to either the recordation of the above described ssuance of any permit(s) or approval(s) related to the above-described Provided Prov	subdivision plat or the actual
WHEREAS, the terms of either the subject subdivision plat approval opermit(s)/approval(s) require APPLICANT to complete the following mprovements") (check one and complete):	
specified in Exhibit B, attached hereto and incorporated hereto.	erein by this reference;
□ described as follows:	; and

WHEREAS, COUNTY will not record the subject subdivision or grant the subject permit(s)/approval(s) until adequate provision has been made to guarantee completion of the Improvements and to warrant the Improvements shall be maintained and remain free from any defects or damage, which improvements and required warranty are estimated to cost the amount set forth herein, and which improvements shall be installed in accordance with the specifications of COUNTY, and inspected by COUNTY;

NOW THEREFORE, For good and valuable consideration, the parties agree as follows:

* * * * * TERMS AND CONDITIONS * * * * *

- 1. **PURPOSE FOR AGREEMENT.** The parties hereto expressly acknowledge that the purpose of this Agreement is not only to guarantee the proper completion of the Improvements named herein, but also, among other things, to eliminate and avoid the harmful effects of unauthorized subdivisions and other land developments which may leave property or improvements improperly completed, undeveloped or unproductive.
- 2. **UNRELATED OBLIGATIONS OF APPLICANT.** The benefits and protection of the Proceeds specified herein shall inure solely to COUNTY and not to third parties, including, but not limited to, lot purchasers, contractors, subcontractors, laborers, suppliers, or others. COUNTY shall not be liable to claimants or others for obligations of APPLICANT under this Agreement. COUNTY shall further have no liability for payment of any costs or expenses of any party who attempts to make a claim under this Agreement, and shall have under this Agreement no obligation to make payments to, give Notices on behalf of, or otherwise have obligations to any alleged claimants under this Agreement.
- 3. **AGREEMENT DOCUMENTS.** All data which is used by COUNTY to compute the cost of or otherwise govern the design and installation of the Improvements is hereby made a part of this Agreement, and is incorporated herein by this reference. This Agreement incorporates herein by reference any subject subdivision plat, plan, construction drawing, permit, condition of approval, and any and all other relevant data and specifications required by the Weber County Land Use Code.

4.	C	OMPLETION DATE. APPLICANT shall complete the Improvements: (check one and complete)
	V	within a period of \(\sqrt{Year(s)} \) \(\sqrt{Months} \) (check one) from the date this Agreement was entered into;
		- or -
		as specified in Exhibit (Completion Schedule), attached hereto and incorporated herein by this reference.

- 5. **FEES.** APPLICANT agrees to pay all Fees required by COUNTY for the entire Project prior to the issuance of any subsequent permit or approval within the Project.
- 6. **SPECIFIC PERFORMANCE.** APPLICANT has entered into this Agreement with COUNTY for the purpose of guaranteeing construction of the Improvements and payment of the Fees. COUNTY shall be entitled to specifically enforce APPLICANT'S obligation under this Agreement to construct and install the Improvements in a manner satisfactory to COUNTY, and to pay the Fees.
- 7. **APPLICANT'S INDEPENDENT OBLIGATION.** APPLICANT EXPRESSLY ACKNOWLEDGES, UNDERSTANDS AND AGREES that its obligation to complete and warrant the Improvements and pay the Fees and fulfill any other obligation under this Agreement, COUNTY ordinances, or other applicable law is independent of any obligation or responsibility of COUNTY, either express or implied. APPLICANT agrees that its obligation to complete and warrant the Improvements and pay the Fees is not and shall not

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be conditioned upon the commencement of actual construction work in the subdivision or development or upon the sale of any lots or part of the subdivision or development. APPLICANT further acknowledges (a) that its contractual obligation to complete and warrant the Improvements and pay the Fees pursuant to this Agreement is independent of any other remedy available to COUNTY to secure proper completion of the Improvements and payment of the Fees; (b) that APPLICANT shall not assert as a defense that COUNTY has remedies against other entities or has other remedies in equity or at law that would otherwise relieve APPLICANT of its duty to perform as outlined in this Agreement or preclude COUNTY from requiring APPLICANT'S performance under this Agreement; (c) that APPLICANT has a legal obligation, independent of this Agreement, to timely complete and pay for the Improvements in full and timely pay the Fees in full; and (d) should APPLICANT Default under this Agreement in any degree, APPLICANT agrees to compensate COUNTY for all costs, including Incidental Costs, related to APPLICANT'S failure to perform its obligation to complete and warrant the Improvements or pay the Fees to the extent that such costs are not adequately covered by the Proceeds ("Proceeds" defined in paragraph 10).

- 8. **INCIDENTAL COSTS.** "Incidental Costs," as used in this Agreement, shall mean engineering and architect fees, administrative expenses, court costs, attorney's fees (whether incurred by in-house or independent counsel), insurance premiums, mechanic's or materialmen's liens, and any other cost and interest thereon incurred by COUNTY, occasioned by APPLICANT'S Default under this Agreement.
- 9. **DEFAULT.** "Default," as used in this Agreement, shall mean, in addition to those events previously or subsequently described herein, a party's failure to perform, in a timely manner, any obligation, in whole or in part, required of such party by the terms of this Agreement or required by COUNTY ordinance or other applicable law. In addition, the following shall also be considered Default on the part of APPLICANT: APPLICANT'S abandonment of the Project, as determined by COUNTY; APPLICANT'S insolvency, appointment of a receiver, or filing of a voluntary or involuntary petition in bankruptcy; APPLICANT'S Escrow Repository's or Financial Institution's insolvency, appointment of a receiver, filing of a voluntary or involuntary petition in bankruptcy, or failure to perform under the terms of this agreement; the commencement of a foreclosure proceeding against the Project property; or the Project property being conveyed in lieu of foreclosure.

The occurrence of such shall give the other party or parties the right to pursue any and all remedies available at law, in equity, or otherwise available pursuant to the terms of this Agreement. Only the parties hereto are authorized to determine Default. Default shall not be declared prior to the other party receiving written notice.

10. **GUARANTEE OF IMPROVEMENTS.** APPLICANT hereby files, as an independent guarantee (herein "Financial Guarantee") with COUNTY for the purpose of insuring construction and installation of the Improvements and payment of the Fees, one of the following (check one and complete applicable information):

□ CASH CERTIFICATE, identified by the following:
Escrow Account:
Escrow Account Repository:
RREVOCABLE LETTER OF CREDIT (herein the "Letter of Credit"), identified by the following:
Letter of credit account or number: 20714
Financial Institution: AMERICA FIRST CREDIT UNION

The Financial Guarantee shall be in the amount of one hundred ten percent (110%) of the County Engineer's Cost Estimate (see also Exhibit A attached hereto). The Escrow Certificate or Letter of Credit shall be issued in favor of COUNTY to the account of APPLICANT herein, in the amount of 979,186.00 (herein the "Proceeds"), and is made a part of this Agreement as Exhibit C (Escrow Certificate or Letter of Credit).

- PARTIAL RELEASE OF PROCEEDS. As the Improvements are initially accepted by COUNTY 11. and the Fees are paid, the APPLICANT may submit written request to COUNTY for authorization for a partial release of Proceeds. APPLICANT is only entitled to make a request once every 30 days. The amount of any release shall be determined in the sole discretion of COUNTY. No release shall be authorized by COUNTY until such time as COUNTY has inspected the Improvements and found them to be in compliance with COUNTY standards and verified that the Fees have been paid. Payment of Fees or completion of Improvements, even if verified by COUNTY, shall not entitle APPLICANT to an automatic authorization for a release of the Proceeds. At no time may APPLICANT request a release of funds directly from Escrow Account Repository or Financial Institution.
- NOTICE OF DEFECT. COUNTY will provide timely notice to APPLICANT whenever an inspection reveals that an Improvement does not conform to the standards and specifications shown on the Improvement drawings on file in COUNTY's Engineering and Surveyor's Office or is otherwise defective. The APPLICANT will have 30 days from the issuance of such notice to cure or substantially cure the defect.
- FINAL ACCEPTANCE. Notwithstanding the fact that Proceeds may be released upon partial completion of the Improvements, neither any partial release nor any full release of the Proceeds shall constitute final acceptance of the Improvements by COUNTY. Final acceptance of the Improvements shall be official only upon written notice to APPLICANT from COUNTY expressly acknowledging such and only after APPLICANT provides a policy of title insurance, where appropriate, for the benefit of the County showing that the APPLICANT owns the improvement in fee simple and that there are no liens. encumbrances, or other restrictions on the improvement unacceptable to the County in its reasonable judgment.
- WARRANTY OF IMPROVEMENTS. Following initial acceptance of the Improvements, APPLICANT hereby warrants that the Improvements shall be maintained by APPLICANT and remain free from defects or damage as determined by COUNTY, such that the Improvements continue to meet COUNTY standards for one years following said initial acceptance.
- RETAINAGE. APPLICANT expressly agrees that, notwithstanding any partial release of any of the Proceeds, the Proceeds shall not be released below 10% of the estimated cost of the Improvements (herein the "Retainage"), as specified herein, for the timeframe specified in paragraph 14. The Retainage shall be held to insure that the Improvements do not have any latent defects or damage as determined by COUNTY, such that the Improvements do not continue to meet COUNTY standards for the timeframe specified in paragraph 14. Notwithstanding said Retainage, APPLICANT shall be responsible for bringing any substandard, defective, or damaged Improvements to COUNTY standard if the Retainage is inadequate to cover any such Improvements.
- APPLICANT INDEMNIFICATION. APPLICANT agrees to indemnify, defend, and save harmless COUNTY, its elected officials, officers, employees, agents, and volunteers from and against any and all liability which may arise as a result of the installation of the Improvements prior to COUNTY'S initial acceptance of the Improvements as defined herein, and from and against any and all liability which may arise as a result of any Improvements which are found to be defective during the warranty period covered by this Agreement. With respect to APPLICANT'S agreement to defend COUNTY, as set forth above,

REVISED 09/05/17 LETTER OF CREDIT COUNTY shall have the option to either provide its own defense, with all costs for such being borne by APPLICANT, or require that APPLICANT undertake the defense of COUNTY.

- 17. **FINAL RELEASE OF PROCEEDS.** In the event the Improvements have been installed to the satisfaction of COUNTY and the Fees have been paid pursuant to this Agreement and COUNTY ordinances within the above stated time period(s), COUNTY agrees to execute a written release to Escrow Account Repository or Financial Institution of the remaining Proceeds.
- 18. **DEMAND FOR AND USE OF PROCEEDS.** In the event APPLICANT fails to install Improvements to the satisfaction of COUNTY, or the Fees are not paid pursuant to this Agreement and COUNTY ordinances within the above stated time period(s), or APPLICANT Defaults on any obligation under this Agreement or COUNTY ordinances, as determined at the sole discretion of COUNTY, COUNTY shall send Notice of APPLICANT'S Default to Escrow Account Repository or Financial Institution with a written demand for the release of Proceeds. COUNTY may, at its sole discretionary option, use and expend all the Proceeds or such lesser amount as may be estimated by COUNTY to be necessary to complete Improvements, pay Fees, and/or reimburse COUNTY for Incidental Costs as required herein.. COUNTY may, at its sole discretionary option, convert the Proceeds to a COUNTY held cash escrow for future satisfactory installation of Improvements.
- 19. **INADEQUATE PROCEEDS.** If the Proceeds are inadequate to pay the cost of the completion of the Improvements according to COUNTY standards or to pay the Fees or to compensate for Incidental Costs, for whatever reason, including previous reductions, APPLICANT shall be responsible for the deficiency independent of the Financial Guarantee. Additionally, no further approvals, permits or business licenses shall be issued, and any existing approvals, permits or business licenses applicable to the location of the Improvements may be immediately suspended or revoked by COUNTY'S Community and Economic Development Director until the Improvements are completed and the Fees are paid, or, until a new guarantee acceptable to the COUNTY has been executed to insure completion of the remaining Improvements and payment of the Fees. Furthermore, the cost of completion of the Improvements shall include reimbursement to COUNTY for all costs including, but not limited to, construction costs and any Incidental Costs incurred by COUNTY in completing the Improvements or collecting the Proceeds.
- 20. **ACCESS TO PROPERTY.** Should COUNTY elect to use the Proceeds to complete the Improvements, APPLICANT herein expressly grants to COUNTY and any contractor or other agent hired by COUNTY the right of access to the Project property to complete the Improvements.
- 21. **IMPROVEMENT STANDARDS.** Improvements shall be done according to the specifications and requirements of the COUNTY. All work shall be subject to the inspection of COUNTY. Any questions as to conformity with COUNTY specifications or standards, technical sufficiency of the work, quality, and serviceability shall be decided by the County Engineer. The County Engineer's decision shall be final and conclusive.
- 22. **SUBSTANDARD IMPROVEMENTS.** Should any Improvements prove to be substandard or defective within the timeframe specified in paragraph 14, COUNTY shall notify APPLICANT in writing of such substandard or defective Improvements. APPLICANT shall then have 15 days from Notice from the COUNTY in which to commence repair of the Improvements, and a reasonable amount of time, as determined by COUNTY, which shall be specified in the Notice, to complete repair of the Improvements. Should APPLICANT fail to either commence repair of the Improvements or complete repair of the Improvements within the required time periods, COUNTY may exercise its option to remedy the defects and demand payment for such from APPLICANT, should the Proceeds be insufficient to cover the costs incurred by COUNTY.
- 23. **INSURANCE.** Should COUNTY elect to install, complete, or remedy any defect or damage in the

Improvements, APPLICANT shall be responsible for the payment of the premium for an insurance policy covering any liability, damage, loss, judgment, or injury to any person or property, including, but not limited to, damage to APPLICANT or its property as a result of the work of any contractor or agent hired by COUNTY to complete or remedy the Improvements. The minimum dollar amount and the scope of coverage of the insurance policy shall be determined and set by COUNTY. APPLICANT shall indemnify, defend, and hold harmless COUNTY, its officers, employees, and agents for any liability which exceeds the insurance policy limit. COUNTY, at its option, may collect and expend the Proceeds to make the premium payments should APPLICANT fail to pay said premium. No permit, approval or business license shall be issued by COUNTY, and any existing permit, approval, or business license shall be suspended until said premium is initially paid and a bond is in place to cover subsequent payments.

- 24. **NOTICE.** Notice to any party herein shall be mailed or delivered to the address shown in this Agreement. The date Notice is received at the address shown in this Agreement shall be the date of actual Notice, however accomplished.
- 25. **MECHANIC/MATERIAL LIENS.** Should COUNTY elect to complete or remedy the Improvements, APPLICANT shall indemnify, defend, and hold harmless COUNTY from and against any liability which exceeds the Proceeds for the payment of any labor or material liens as a result of any work of any contractor (including subcontractors and materialmen of any such contractor or agent) hired by COUNTY or which may arise due to either a defect in or failure of this Agreement or insufficient Proceeds to cover such costs.
- 26. **WAIVER.** The failure by any party to insist upon the immediate or strict performance of any covenant, duty, agreement, or condition of this Agreement or to exercise any right or remedy consequent upon a Default thereof shall not constitute a waiver of any such Default or any other covenant, agreement, term, or condition. No waiver shall affect or alter the remainder of this Agreement, but each and every other covenant, agreement, term, and condition hereof shall continue in full force and effect with respect to any other then existing or subsequently occurring Default.
- 27. **ATTORNEY'S FEES.** In the event there is a Default under this Agreement and it becomes reasonably necessary for any party to employ the services of an attorney in connection therewith, either with or without litigation, on appeal or otherwise, the losing party to the controversy shall pay to the successful party reasonable attorney's fees incurred by such party, and, in addition, such costs and expenses as are incurred in enforcing this Agreement.
- 28. **TIME IS OF THE ESSENCE.** Time is of the essence of this Agreement. In case either party shall Default on its obligations at the time fixed for the performance of such obligations by the terms of this Agreement, the other party may pursue any and all remedies available in equity or law.
- 29. **GOVERNING LAW.** This Agreement shall be interpreted pursuant to, and the terms thereof governed by, the laws of the State of Utah. This Agreement shall be further governed by COUNTY ordinances in effect at the time of the execution of this Agreement. However, the parties expressly acknowledge that any subdivision or other development regulations enacted after the execution of this Agreement, which are reasonably necessary to protect the health, safety, and welfare of the residents of COUNTY, shall also apply to the subdivision or development which is the subject of this Agreement.
- 30. **SUCCESSORS.** "APPLICANT" and "COUNTY," as used in this Agreement, shall also refer to the heirs, executors, administrators, successors, or assigns of APPLICANT and COUNTY respectively.
- 31. **INDUCEMENT.** The making and execution of this Agreement has been induced by no representations, statements, warranties, or agreements other than those herein expressed.
- 32. **INTEGRATION.** This Agreement embodies the entire understanding of the parties, and there are

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no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter herein.

- 33. **MODIFICATION.** Except as otherwise authorized by this Agreement, this instrument may be amended or modified only by an instrument of equal formality signed by the respective parties.
- 34. **CAPTIONS.** The titles or captions of this Agreement are for convenience only and shall not be deemed in any way to define, limit, extend, augment, or describe the scope, content, or intent of any part or parts of this Agreement.
- 35. **SEVERABILITY.** If any portion of this Agreement is declared invalid by a court of competent jurisdiction, the remaining portions shall not be affected thereby, but shall remain in full force and effect.

36. TERMINATION.

- (a) APPLICANT cannot unilaterally terminate its obligations under this Agreement.
- (b) If, under the terms of this Agreement, COUNTY releases the full amount of the Proceeds or demands and receives the full remaining amount of the Proceeds, then APPLICANT'S obligations under paragraphs 4 and 10 shall terminate.
- (c) All rights and obligations in this Agreement that are not terminated under sub-paragraph (b) shall survive until all applicable statutes of limitations have run with respect to the types of claims that may be associated with those rights and obligations.
- (d) The entire Agreement shall terminate when all applicable statutes of limitations have run or when the parties jointly execute an agreement to terminate this Agreement.
- 37. **CONFLICT.** Any conflict between this Agreement and its exhibits or any other document shall be interpreted against the exhibit or other document and in favor of statements made in the numbered paragraphs of this Agreement.

WHEREURON, the parties hereto have set their hands the day	and year first above written.
"APPLICANT" By:	9-6-17
Title: Onaging Member	Date
By: Commission Chair ATTEST: Ruch Hatel County Clerk	Sept. 19, 2017 Date 19, 2017 Date: 19, 2017
APPROVED AS TO CONTENT:	
By Planning Division Director	9/ <i>b</i> //7 Date
By County Engineer	9/15/17 Date
By Aumsbord County Treasurer	19 Sept (7)
APPROVED AS TO FORM:	
By Courtlan P. Enoleson County Attorney	9-18-17 Date

APPLICANT NOTARIZATION

COMPLETE	ONLY IF	APPLICAN	IT IS AN IN	IDIVIDUAL		
State of)		
County of				:ss)		
On th	is	day of			, 20 _ [name of pers	, personally appeared before meson(s)], whose identity is
						dence to be the person(s) whose elshe/they executed the same.
					Notary Public	
COMPLETE	ONLY IF	APPLICAN	IT IS A CO	RPORATIO	ON	
State of)		
County of				:ss)		
				Inomo	of noroon/oll w	, personally appeared before movelers identity is personally known
			s of satisfa	ctory evide	nce, and who at	firmed that he/she is the
of	[title],				_ [name of corp	oration], a corporation, and said
						rity of its bylaws or of a Resolution poration executed the same.
					Notary Public	
COMPLETE	ONLY IF	APPLICAN	T IS A PAI	RTNERSHI	Р	
State of)		
County of				:ss)		
		day of			_ [name of pers	, personally appeared before me on(s)], whose identity is
personally kno he/she is the	wn to m	e or proved	to me on th	ne basis of	satisfactory evid	dence, and who affirmed that
		[title], of		year and a second and a second as	[name of partnership],
a partnership, meeting held	and that or by aut	t the foregoi hority of its	ng instrume bylaws and	ent was dul signed in b	y authorized by pehalf of said pa	the partnership at a lawful artnership.
					Notary Public	

COMPLETE ONLY IF APPLICANT IS A LIMITED LIABILITY COMPANY
State of Wah
County of Weber :ss
On this
ANGELA MARTIN NOTARY PUBLIC • STATE OF UTAH COMMISSION NO. 685669 COMM. EXP. 11-24-2019

EXHIBIT A: COUNTY ENGINEE R. - APPROCES PG 11 OF 41 COST ESTIMATE

		The Bridges						
		Parkside Phase 1			Web	er County	100	
		09.12.2017	ing(essa)	Escr	w Amount		Completed	Remainin
		Description	Qty	Unit	Price	Cost	Completed	Remainin
	Α	ROADWAY			15.			
	1	Clear and Grub	4962	SY	1.00	4,962.00	4,962.00	0.00
	2	Roadway Earthworks - Cut	10400	CY	2.00	20,800.00	18,720.00	2,080.00
	3	Roadway Earthworks - Fill	5741	CY	2.00	11,482.00	10,332.00	1,150.00
	4	6" Base Coarse	2502	TON	18.69	46,762.38	0.00	46,762.38
Α	5	8" Sub Base Coarse	2526	TON	17.19	43,421.94	0.00	43,421.9
ROADWAY	6	3" Asphalt	1015	TON	83.23	84.478.45	0.00	84,478.4
ĝ	7	Slurry Seal	6014	SY	2.50	15,035.00	0.00	15,035.00
	8	Curb and Gutter	3548	LF	19.80	70,250.40	0.00	70,250.40
	9	Ditch/Swale	2833	LF	5.00	14,165.00	0.00	14,165.00
	10	Roadway Drain	1	EA	20,000.00	20,000.00	0.00	20,000.00
		-				331,357.17	34,014.00	297,343.1
	В	CULINARY WATER						
	1	10" Ductile Iron CI 51 Waterline	1226	LF	35.26	43,228.76	0.00	43,228,70
	2	10" Gate Valve	3	EA	2,950.97	8,852.91	0.00	8,852.91
1	3	8" Ductile Iron Cl 51 Waterline	1677	LF	27.25	45,698.25	0.00	45,698.2
	4	8" Gate Valve	6	EA	2,261.72	13,570.32	0.00	13,570.3
,	5	1" Copper Service Lateral, Meter w/ Box	14	EA	1,276.13	17,865.82	0.00	17,865.8
WAIEK	6	Temporary Blow off	2	EA	1,981.16	3,962.32	0.00	3,962.32
Š	7	Install Fire Hydrant Assembly	3	EA	6,203.48	18,610.44	0.00	18,610.4
	8	PRV Station	1	EA	30,120.93	30,120.93	0.00	30,120.9
	9	Connect to Existing Main	2	EA	2,943.37	5,886.74	0.00	5,886.74
	10	Import	1800	TON	16.18	29.124.00	0.00	29,124.00
						216,920.49	0.00	216,920.4
	С	SANITARY SEWER						
	1	8" PVC SDR 35 Sewer Line	2005	LF	46.54	93,312.70	93,312.70	0.00
	2	4" Lateral lines and Connections	14	EA	690.05	9,660.70	9,660.70	0.00
	3	Install 4' Sanitary Sewer MH	9	EA	3,340.94	30,068.46	30,068.46	0.00
Y E	4	Install 5' Sanitary Sewer MH	0	EA	3,979.34	0.00	0.00	0.00
SEWER	5	Drop Manhole	0	EA	0.00	0.00	0.00	0.00
"	6	Connect to Existing	1	EA	3.000.00	3,000.00	1,500.00	1,500.00
	7	Import	7200	TON	16.18	116,496.00	30,288.96	86,207.04
1		· · · · · · · · · · · · · · · · · · ·				252,537.86	164,830,82	87,707.04
7	D	STORM DRAIN			100.00		111111111111111111111111111111111111111	
\forall	1	12" RCP CL III Storm Drain	0	LF	0.00	0.00	0.00	0.00
. 1	2	15" RCP CL III Storm Drain	1482	LF	45.67	67,682.94	0.00	67,682.94
1	3	24" RCP CL III Storm Drain	49	LF	57.63	2,823.87	0.00	2,823.87
1	4	36" RCP CL III Storm Drain	0	LF	0.00	0.00	0.00	0.00
1	5	24" X 48" CB w/bicycle grate	12	EA	2,532.43	30,389.16	0.00	30,389.16
5	6	4'x4' Storm Drain Box	2	EA	2,816.42	5,632.84	0.00	5,632.84
SICKM	7	Install 4' Storm Drain MH	1	EA	2,522.35	2,522.35	0.00	2,522.35
0	8	Install Pond Outlet Control Box	1	EA	3,089.29	3,089.29	0.00	3,089.29

	9	Pond Excavation	3180	CY	11.48	36,506.40	30,000.00	6,506.40
	10	4" PVC Pond Drain Pipe	28	LF	11.48	0.00	0.00	0.00
	11	Impart	1300	TON	16.18	21,034.00	0.00	21,034.00
, ,						169,680.85	30,000.00	139,680.8
	E	SECONDARY WATER						100
	1	8" PVC C900	2010	LF	17.25	34,672.50	0.00	34,672.50
	2	8" Gate Valve	4	EA	2,194.14	8,776.56	0.00	8,776.56
	3	4" Drain Valve	2	EA	2,337.27	4,674.54	0.00	4,674.54
SECONDARY	4	Single Service Connection	2	EA	949.25	1,898.50	0.00	1,898.50
N N	5	Double Service Connection	6	EA	1,505.96	9,035.76	0.00	9,035.76
EG	6	Temporary Blow off	1	EA	1,437.75	1,437.75	0.00	1,437.75
S	7	Connect To Existing Main	1	EA	1,269.07	1,269.07	0.00	1,269.07
	8	Import	980	TON	16.18	15,856.40	0.00	15,856.40
.						77,621.08	0.00	77,621.08
	F	OTHER SITE COSTS						
	1	Entry Bridge/Monument	1	EA	40,000.00	40,000.00	40,000.00	0.00
	2	Landscaping	1	EA	32,696.00	32,696.00	0.00	32,696.00
2	3	Trails	1001	EA	10.00	10,010.00	0.00	10,010.00
COSTS	4	Rock Walls	0	EA	0.00	0.00	0.00	0.00
SITEC	5	Reseeding/Stabilization Road Cuts	0	EA	0.00	0.00	0.00	0.00
S	6	Combo Street/Stop Signs	5	EA	250.00	1,250.00	0.00	1,250.00
	7	Street Signs	0	EA	0.00	0.00	0.00	0.00
	8	Mailbox	1	EA	2,500.00	2,500.00	0.00	2,500.00
						86,456.00	40,000.00	46,456.00
		TOTAL CONSTRUCTION				1,134,	573.45	- "
		10% CONTINGENCY		i. i		113,4	57.35	
		TOTAL			Fig. 1	1,248,	030.80	
	4	COMPLETED WORK			E, Sorve	268,8	44.82	
121	10/4/5	REMAINING	mental april a	Not let		865,7	28.63	(146)
		TOTAL ESCROW				979,1	85.98	

Exhibit B: County Engineer-Approved Construction Drawings

SEE FOLLOWING 25 PAGES

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THE BRIDGES - PHASE 1

EDEN, WEBER COUNTY, UTAH CONSTRUCTION DOCUMENTS

TRAFFIC CONTROL & SAFETY NOTES

LNO STREET SHALL BE CLOSED TO TRAFFIC WITHOUT WRITTEN PERMISSION FROM THE COUNTY ENGINEER, EXCEPT WHEN DIRECTED BY LAV ENFORCEMENT OR FIRE OFFICIALS. AMERICADIO AND DETUJURIA SHALL BE RECORFORMANCE WITH THE RECURBEMENTS OF THE CURBERT STATE OF UTAN DEPARTMENT OF AMERICATATION MANUAL OF TRAFFEL CORFORMANCE WITH AND MAINTENANCE WORK ZONES, AND THE CURRENT COUNTY ANDARD DRANMIC, AND SHALL BE APPROVED PRICIN TO ARY WORK.

, THE CONTRACTOR SHALL MAKE EVERY EFFORT TO PROVIDE FOR SMOOTH TRAFFIC FLOW AND SAFETY, ACCESS SHALL BE MAINTAINED FOR FLL PROPERTIES ADJACENT TO THE WORK.

ALL TRAFFIC CONTROL DEVICES SHALL BE RESTORED TO THEIR ORIGINAL CONDITION AT THE END OF THE WORK TO THE SATISFACTION OF HE COUNTY ENGINEER CIOURNO OPENTIONS FOR A PERIOD OF SECONSECTIVITÉ CALEITAN DAYS, OR MOBEL REQUIRE THE INSTALLATION OF TEMPORARY EET STRIPHOR AND REGULAL OF INTERFENDA STRIPHOR A WORDLANTING THE DETOURNING STRIPHOR PLAN OR CONSTRUCTION TRAFFEY THOU, PLAN MAIST HE SUBMITTED TO THE COUNTY ENGINEER FOR REVIEW AND APPROVAL.

RAFFIC CONTROL DEVICES (TCDs) SHALL REMAIN VISIBLE AND OPERATIONAL AT ALL TIMES.

UTILITY DISCLAIMER

ITERACORIS REGIPICAL CALITIOREI THA I EXISTRIA UNDERGRADADO ILIMITE AND IMPROCAMONTS ARE SEGNINA THE CONTROLLER. MART LOCATIONES MAND THE CANTROLLER CONTROLLER. THE THE OFFI PREVIOUND OF PLANE LOCATIONS MAY NOT EXPENDED IN THE CANTROLLER SEARCH. SEA TO ACCUPACY OR COMPETTURES OF THE INFORMATION AND HE SEA TO MANDATE IS AMOUNT OF ANY OF THE CONTROLLER O

NOTICE TO CONTRACTOR

THE MEMORITHM CHART PERFORMENT WORK SHOWN ON GREALINED TO THESE PLASS SHALL COORDACT HERE AND ACTION THE SAME PROPER A SAME PLACE IN YORKING AND THE SHALL GENERALIZED ALL COORDACTIONS AND HALL COMEY, WHITH THE COCUMPANCH, SAMETY AND HEALTH REQULATIONS OF THE U.S. DEPARTMENT OF LADDER AND EDEPARTMENT OF PROJETIES ALL RELATIONS CONTRACTIONS AMENT FOR SERVEY. THE CAST LONGREES SHALL NOT BE WAY FOR CONTRACTIONS AND SUBCONTRACTIONS COMPLANCE WITH SAMD REQULATIONS AND DEGREES.

CHINACTOR LIMITER AGREES IN HIT HE SMAL ASSURE SOCE AND COMPLIER RESPONSIBILITY FOR ASSURED COMPUTED SCHOOL HE COMPLIED CONSTRUCTION OF THE PROJECT, FOR LIMITED SHAPE OF ALL PRISINGS AND PROFEREY, THAT HE SECURISMENT SHALL HE COMPLIED CONSTRUCTION OF THE PROJECT, FOR LIMITED SHAPE OF ALL PRISINGS AND PROFESSEY, THAT HE SECURISMENT SHALL HE WRITE AND THE CONFEDENT HAS THE LIMITED SHAPE OF AND ALL HEALTH AND LIMITED THE CONFEDENT SHAPE OF THE CONFEDENT SHAP

SANITARY SEWER GENERAL NOTES

LALL GRANTY SANITARY SEWER LINES SHALL BE SDR-35 PVC MATERIAL. SEWER LINE CONSTRUCTION AND MATERIALS SHALL CONFORM TO ASTIN STANDARDS AND SPECIFICATIONS.

NCES SHOWN ON PLANS ARE APPROXIMATE AND COULD VARY DUE TO VERTICAL ALIGNMENT.

FRUE ELVATIONS SHOWN ASE APPROXIMATE GRY MAD AGE NOTTO BE TAKENAS THAN ELEVATION. PIPELINE CONTRACTOR SHALL USE PRECIDET CONCRETE AULIDITEMET REMS (COLUMN STEEL MANS) OF OLDING THE MANNOLE FRUME TO THE REQUISED FRUM, CHANGE HOLD CONFORMANCE WITH THE STANDARD SPECIFICATIONS. ALL FRUMES SHALL BE ADJUSTED TO FRIED GROUP.

NALL SANTARY SEWERMAIN TESTING SHALL BE IN ACCORDINACE WITH (INCINSIC) STAIDARDS AND SPECIFICATIONS. COPIES OF ALL TEST RESILTS SHALL BE PROVIDED TO THE PUBLIC WORKS SANITARY SEWER DEPARTMENT HEAD PRIOR TO FINAL ACCEPTANCE.

CONTRACTOR IS RESPONSIBLE TO PROTECT ALL EXISTING STRUCTURES AND IMPROVEMENTS DURING INSTALLATION OF SANTARY SEWER LINE. COMPACTION TESTING OF ALL TRENCHES WITH THE PROJECT SITE MUST BE ATTAINED AND RESULTS SUBMITTED PRIOR TO FINAL ACCEPTANCE

WHERE CONNECTION TO EXISTING UTILITY IS PROPOSED, CONTRACTOR SHALL VERIFY LOCATION AND ELEVATION AND NOTIFY OWNER ENGINEER IF LOCATION AND ELEVATION OF EXISTING UTILITY VARIES FROM THE DESIGN.

SWPPP GENERAL NOTES

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S, ALL STORM DRAIN PIPES IN THE COUNTY RIGHT-OF-WAY SHALL BE RCP CL III.

COMPACTION OF ALL TRENCHES WITHIN THE PROJECT SITE MUST BE ATTAINED AND COMPACTION RESULTS SUBMITTED PRIOR TO FINAL ACCEPTANCE. BIL ELVANDES BOWN ARE APPROQUANTE DIEV AND ASE NOT TO BE TAKEN AS TIPM, ELVANDON, IPPELARE CONTRACTORS ALLA VER PRECAST CONCRETE AUTHERITHER PROMO, BORDLY AND BEILE, BORNE TO AULBET THE MARVIOLE FRANCE TO THE REQUIRED THAN CIPMEN BY CONFERMANCE WITH COUNTY STANDONEDS AND SPECIFICATIONS AND PLANS, ALL FRANCES BHALL BE ADJUSTED TO PRINC DOMBLE PRACTICES.

WHERE CONNECTION TO EXISTING UTILITY IS PROPOSED, CONTRACTOR SHALL VERIFY LOCATION AND ELEVATION AND NOTIFY OWNER-ENGINEER IF LOCATION AND ELEVATION OF EXISTING UTILITY VARIES FROM THE DESIGN.

ALL STORM SEWER MANHOLES IN PAVED AREAS SHALL BE FLUSH WITH THE PAVEMENT AND SHALL HAVE TRAFFIC BEARING LIDS. ALL STORM SEWER LIDS SHALL BE LABELED "STORM DRAW".



GENERAL NOTES

ALL MATERIALS MORRANSIPE NA CONCENTRACTION OF SITE IMPROCEMENTS SMALL METERIOR DECEMENTE STANDAMES AND SECURIORISMOS AND OFFICIENCY. ASSEMBLY AND ASSEMBLY AND ASSEMBLY AND ASSEMBLY ASSEMBLY COMES AND SEPTICACIONS AND ASSEMBLY AND ASSEMBLY AND ASSEMBLY COMES AND SEPTICACIONS OF ANY APPLICABLE STANDAMES, THE HOLDS AND ASSEMBLY ASSEMBLY

14. ROCK WALLS THAT ARE 4FT IN HEIGHT OR HIGHER REQUIRE AN ENGINEERED DESIGN. DESIGN WILL NEED TO BE STANFED BY ENGINEER PROVIDE LETTER FROM THE ENGINEER STATING THAT THEY WERE INSTALLED PROPERLY.

2. THE CONTRACTION BE SECREDALLY CAUTINED THAT THE LOCATION AND DEEP LOVATION OF DESTINAL ITHIRE A.S. SHOWN ON THESE TAXABLE BUILDING THE SECRETARY OF THE SECR

THE CONTRACTOR SHALL COORDINATE AND COOPERATE WITH THE COUNTY AND ALL UTILITY COMPANIES INVOLVED WITH REGARD TO RELOCATIONS OR A JULISTMENTS OF EASTINGS UTLITIES DURBNG CONSTRUCTION AND TO ASSURE THAT THE WORK IS ACCOMPLISHED IN JULISTMENT OF SERVICE.

6. THE CONTRACTOR SHALL HAVE ONE (1) COPY OF APPROVED PLANS, AND ONE (1) COPY OF THE APPROPRIATE STANDARDS AND SPECIFICATIONS AND A COPY OF ANY PERMITS AND EXTENSION AGREEMENTS NEEDED FOR THE JOB, ON SITE AT ALL TIMES.

), THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL ASPECTS OF SAFETY INCLUDING BUT NOT LIMITED TO, EXCAVATION, TRENCHING, SHORING, TRAFFIC CONTROL, AND SECURITY.

, THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING ALL LABOR AND INTERALS RECESSARY FOR THE COMPACTION OF THE INTENDED IMPROVEMENTS AND VOLTES ADMINISTOR OF DESIGNATION OF THE MOTED AND RELOCATED TO BE PROVIDED, INSTALLED, CONSTRUCTED, REMOVED AND RELOCATED UNLESS SPECIFICALLY NOTED OTHERWISE.

, THE CONTRACTOR SHALL BE RESPONSIBLE FOR KEEPING ROADWAYS FREE AND CLEAR OF ALL CONSTRUCTION DEBRIS AND DIRT TRACKED FROM THE SITE.

10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR RECORDING AS-BUILT DRAWINGS ON A SET OF RECORD DRAWINGS KEPT AT THE CONSTRUCTION SITE, AND AVAILABLE TO THE COUNTY INSPECTOR AT ALL TIMES.

IZ IT SHALL BETHE RESPONSIBILITY OF THE CONTRACTOR TO COCREMANE ALL UTILITY RELOCATIONS CONSISTENT WITH THE CONTRACTORS SCIENCILLE FOR THIS PROJECT, WHETHER SHOWN OR NOT SHOWN AS IT RELATES TO THE CONSTRUCTION ACTIVITIES CONTEMPLATED IN THESE PLANS.

ALL MODRS SHALL BE IN ACCORDANCE WITH THE LUTST APMS STRANGES AND SPECIFICITION FOR FRAILD YOUNG AND THE COUNTY STAMANDES CHYNACOTES SHALL BUSINESS FOR STRANGES AND SPECIFICITION FOR FRAILD YOUNG AND STREETS. THE PROPERTY FOUNDATION FOR WOOD FRAILDS STRUCTURES SHALL BE 8 NOTHES BELOW TOP OF FOUNDATION AND DIMENCES FALL BE A MINIBLAN OF SWITTEN TO THE THE FOUNDATION AND DIMENCES SHALL BE A MINIBLAN OF SWITTEN TO THE PROPERTY OF BUSINESS.

GENERAL GRADING NOTES

I, NO FILL SHALL BE PLACED UNTIL VEGETATION HAS BEEN REMOVED AND SUB-GRADE

PREPARED PER THE SOILS REPORT

MENTS AND TESTING SHALL BE PERFORMED TO MEET THE COUNTY STANDARDS

MAXIMUM SLOPES SHALL BE 3:1 FOR CUT AND FILL UNLESS OTHERWISE NOTED

ALL RECOMMENDATIONS OF THE GEOTECHNICAL REPORT AND ALL SUBSEQUENT REPORTS, ADDENDUM ETC. SHALL BE CONSIDERED A PART OF THIS GRADING PLAN AND SHALL BE COMPLED WITH.

ACTOR SHALL CONTACT BLUE STAKES FOR LOCATION MARKING PRIOR TO COMMERCING EXCAVATION ACTIVITIES.

CONTRACTOR SHALL COMPLY WITH STORM WATER POLLUTION PREVENTION PLAN BY HISTALLING BMP'S PRIOR TO COMMENCEMENT OF EXCAVATION ACTIVITIES.

I THE CONTRACTOR IS RESPONSIBLE FOR GREAWING ALL RECESSION PERMITS FROM ALL APPLICABLE AGENCIES, THE CONTRACTOR SHALL NOTIFY THE RESIGNATED PAILE VIOWERS SWEETER AT LEAST AS HOURS PROKETO THE START OF ANY EARTH DISTURBING ACTIVITY, OR CONSTRUCTION ON ANY AND ALL PUBLIC BAPROVERSHITS.

TE DUBNIC THE CONSTRUCTION PROCESS CONDITIONS ARE ENCOUNTEED BY THE CONTRACTOR, HIS SUBCONTRACTORS, OR OTHER AFFECTED PARTIES, WHICH COULD INJUCATE A SITUATION THAT IS NOT IDENTIFIED IN THE PLANS OR SPECIFICATIONS, THE CONTRACTOR SHALL CONTRACT THE ENGINEER IMMEDIATELY.

. THE CONTRACTOR SHALL SEQUENCE INSTALLATION OF UTILITIES IN SUCH A MANNER AS TO MINIMIZE POTENTIAL UTILITY CONFLICTS, IN GENERAL, STORM SEWER AND SANTARY SEWER SHOULD BE CONSTRUCTED PROPETO INSTALLATION OF WATER LINES AND DRY UTILITIES

CULINARY WATER GENERAL NOTES

11. CONTRACTOR IS RESPONSIBLE FOR ARRANGING FOR ALL REQUIRED INSPECTIONS. 10. STREETS ADJACENT TO THE PROJECT SHALL BE CLEAN AT ALL TIMES. 9. COUNTY MAY REQUIRE A PRE-CONSTRUCTION MEETING BEFORE A PERMIT IS ISSUED.

, PRIOR TO TAIGNG WATER FROM A COUNTY FIRE HYDRANT, THE CONTRACTOR S OBTAIN A WATER METER.

. THRUST BLOCKING IS REQUIRED AT ALL BENDS AND FITTINGS. TIE RODS SHALL BE USED AT ALL BENDS AND FITTINGS WHERE THRUST BLOCKS DO NOT BEAR AGAINST UNDISTURBED SOIL.

). ALL WATERLINES AT SEMER CROSSINGS SHALL BE LOCATED ADOVE AND HAVE AN 18-INCH VERTICAL SEPARATION FROM THE SEWER PIPE IF THIS IS NOT PROVIDED, THE WATERLINE SHALL BE INSTALLED WITH 20 LF. OF CONCRETE CASING CENTERED OVER THE SEWER PIPE. DISINFECTION TESTS SHALL BE PERFORMED BY THE WATER UTILITY WITH COOPERATION FROM THE CONTRACTOR IN PERFORMING ANY NECESSARY EXCAVATION AND SUBSEQUENT BACKFILLING AT NO COST TO THE DISTRICT.

CA CARRIANDO DE COMPLIED WATER LIEE. THE RAW MATER LIEES SHALL BE DERHECTED BY CALEDRANTEN, HE COPTRACTOR MALL RESPONSIBLE FOR ALL RENDE COSTS AND FEES BEALTED OF THE CARRIAN FOF THE COMPLIED WATER LIEE. THE TIEST SHALL BE PERFORDED PARCH TO CONSCIONACE THE REW MATER LIEES TO THE EXISTING WATER SYSTEM. THE CONTRACTOR SHALL NOTEY THE WATER UTILITY ALL LIEE JA HAUSE BELEFORE THE CALEDRANTHOUS BESIERD.

6. A MINIMUM HORIZONTAL CLEARANCE OF 10 FEET SHALL BE MAINTAINED FROM SANTARY SEWER MAINS. UNLESS OTHERWISE SPECIFIED, ALL WATERLINES SHALL BE AWWA C900 PVC CLASS 150, PER ASTM D2241. CONTRACTOR SHALL LOCATE VALVES PRIOR TO CONNECTION WITH EXISTING SYSTEM, BUT SHALL NOT OPERATE ANY VALVE WITHOUT PERMISSION FROM THE WATER UTILITY;

), ALL WATER MAINS, VALVES, FIRE HYDRANTS, SERVICES AND APPURTENANCES SHALL BE INSTALLED, TESTED, AND PAVING. THERE SHALL BE A WATER SUPPLY TO THE DEVELOPMENT BEFORE ANY WOOD CONSTRUCTION STARTS

WEBER FIRE DISTRICT GENERAL NOTES

FREE ROW, ALL DRELLINGS STRUCTURES OUTER 500 SO. FT. WHICH DO NOT MEET THE FREE FLOW REQUIREMENTS, SHALL BE EQUIPPED WITH AN MFPA TIST COMPLANT FIRES SPRINGLES RYSTERS OF BE PROPOURD WITH AREA, SEPARATIONS COMPLIANT WITH THE BECIRIC, FOR MORE INFORMATION RECARDING FREE FLOW, PLEASE CONTACT FIRE MANSHAL TRUESON AT 801-782-3581.

2. ROADS AND BRIDGES SHALL BE DESIGNED, CONSTRUCTED AND MAINTAINED TO SUPPORT AN IMPOSED LOAD OF 75,000 LBS.

THE COMPACTOR SHALL BE RESPONDED, FOR THE FALLOWING.

A PROPERTY OF THE CONTROL OF THE PROPERTY OF THE PROPERT

NECTIONS SHALL BE IN CONFORMANCE WITH COUNTY STANDARDS AND SPECIFICATIONS

STORM SEWER GENERAL NOTES

FIRE ACCESS ROADS FOR THAS PROJECT SHALL BE COMPLETED AND APPROVED PRIOR TO ANY COMBUSTIBLE CONSTRUCTION, TEMPORODS SHALL MEET THE SAME REQUIREMENTS FOR HEIGHT, WIDTH AND IMPOSED LOADS AS PERMANENT ROADS.

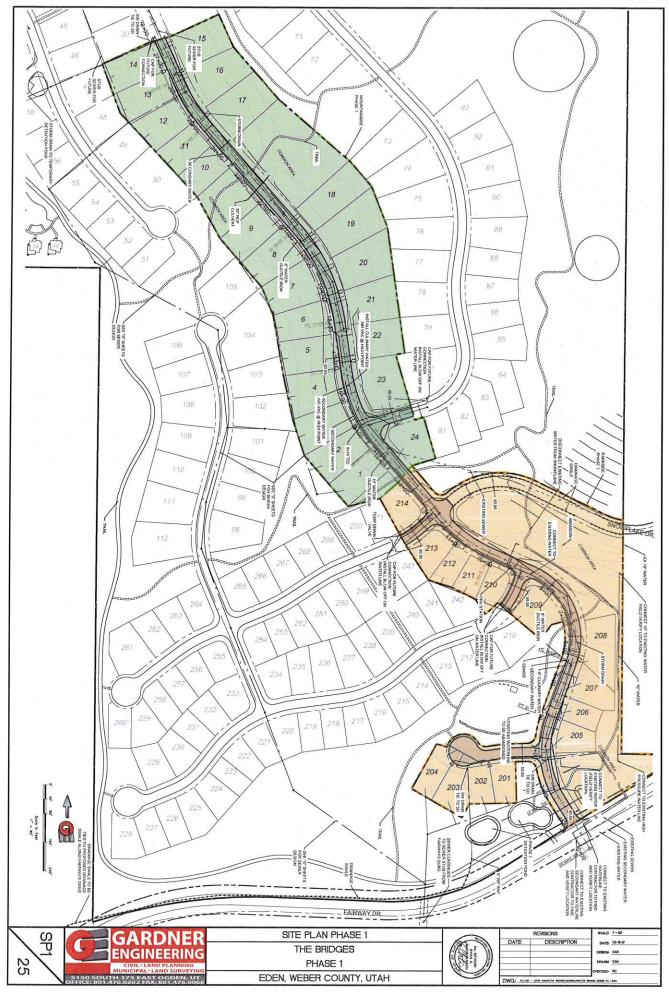
ALL REQUIRED FIRE HYDRANTS AND WATER SYSTEMS SHALL BE INSTALLED, APPROVED AND FULLY FUNCTIONAL PRIOR TO ANY COMBUSTIBLE CONSTRUCTION.

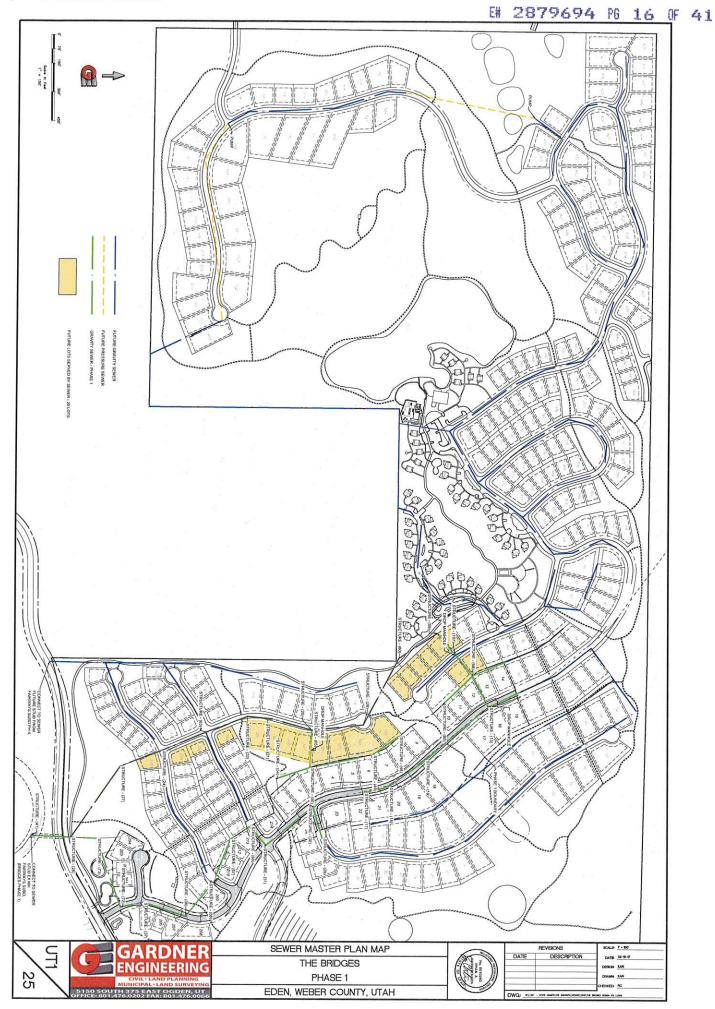
CULINARY WATER AND SEWER IMPROVEMENTS TO CONFORM TO THE WOLF CREEK WATER AND SEWER IMPROVEMENT DISTRICT STANDARDS AND SPECIFICATIONS

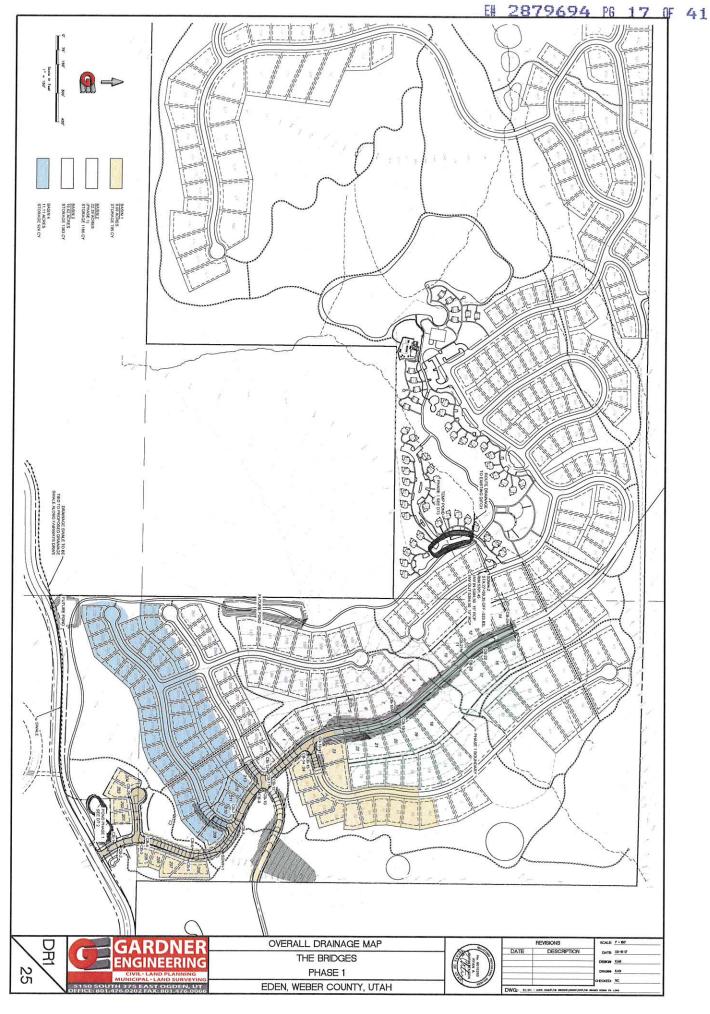
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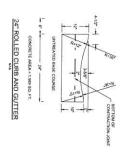
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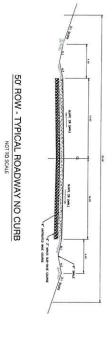
CONSTRUCTION DOCUMENTS

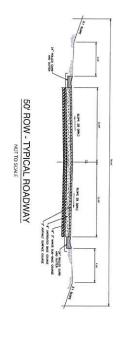


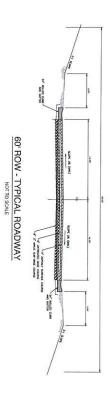












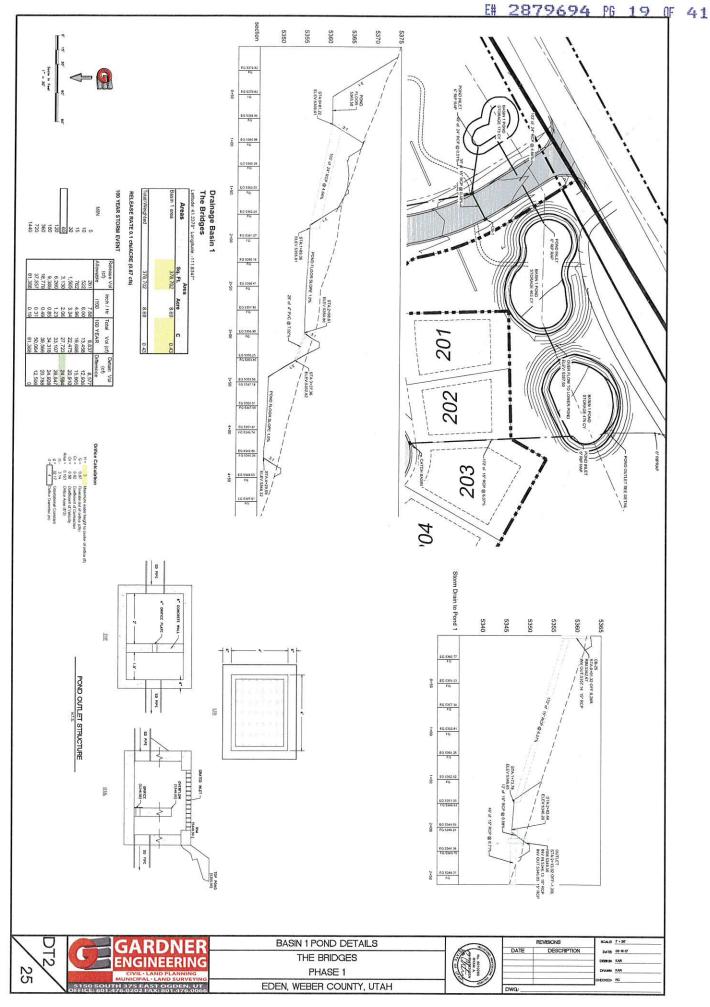
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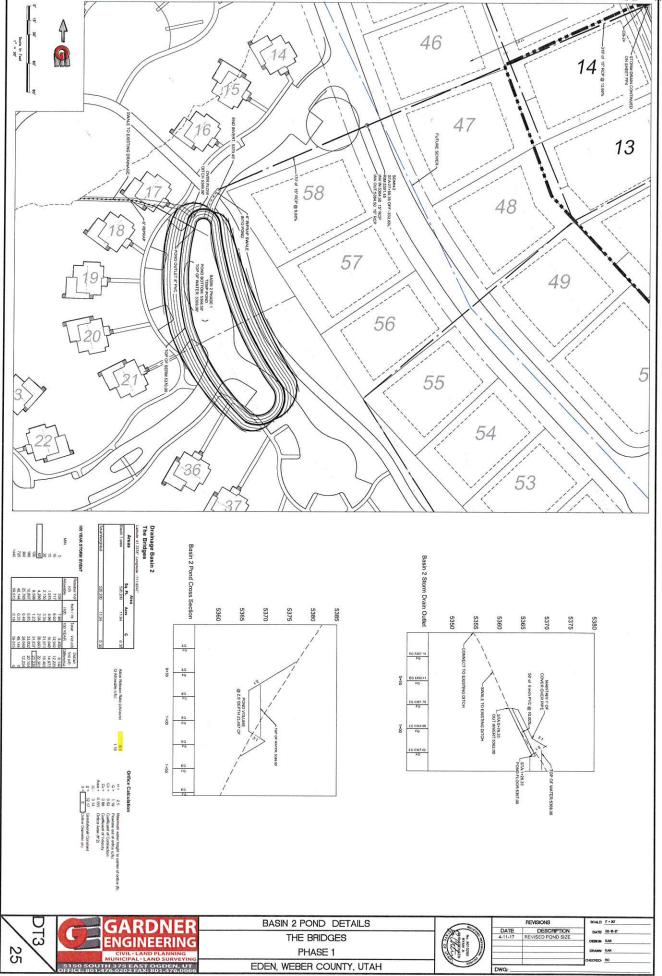


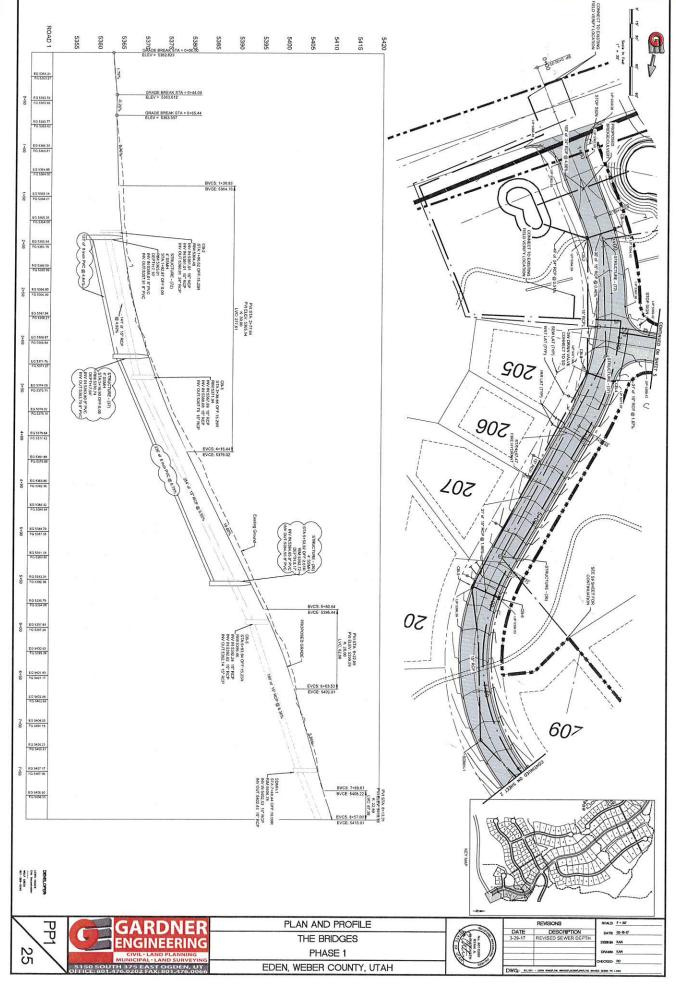
ROADWAY CROSS SECTIONS
THE BRIDGES
PHASE 1
EDEN, WEBER COUNTY, UTAH

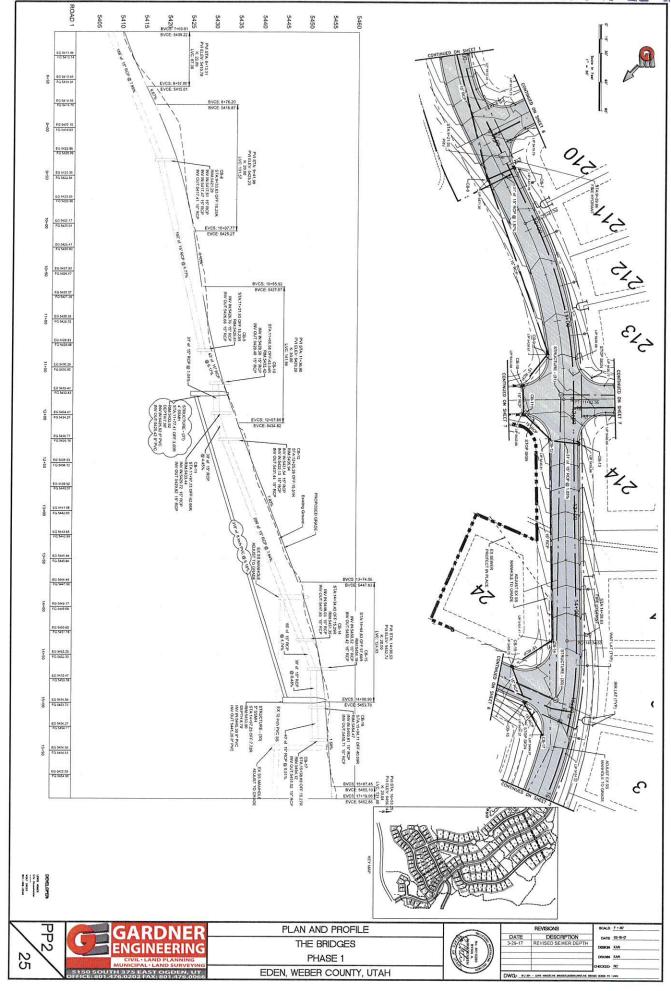


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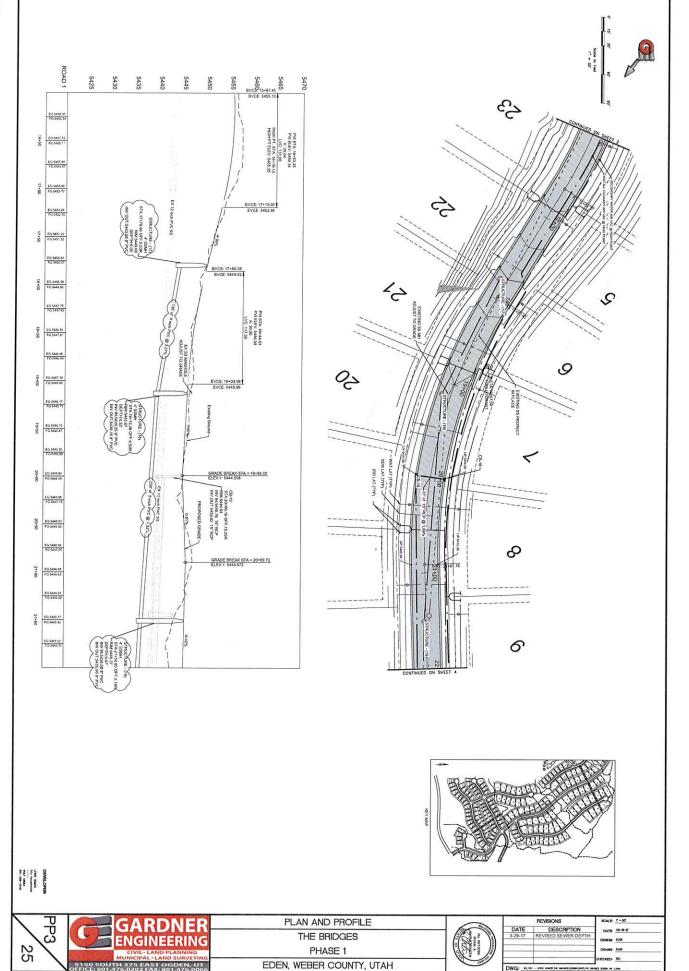




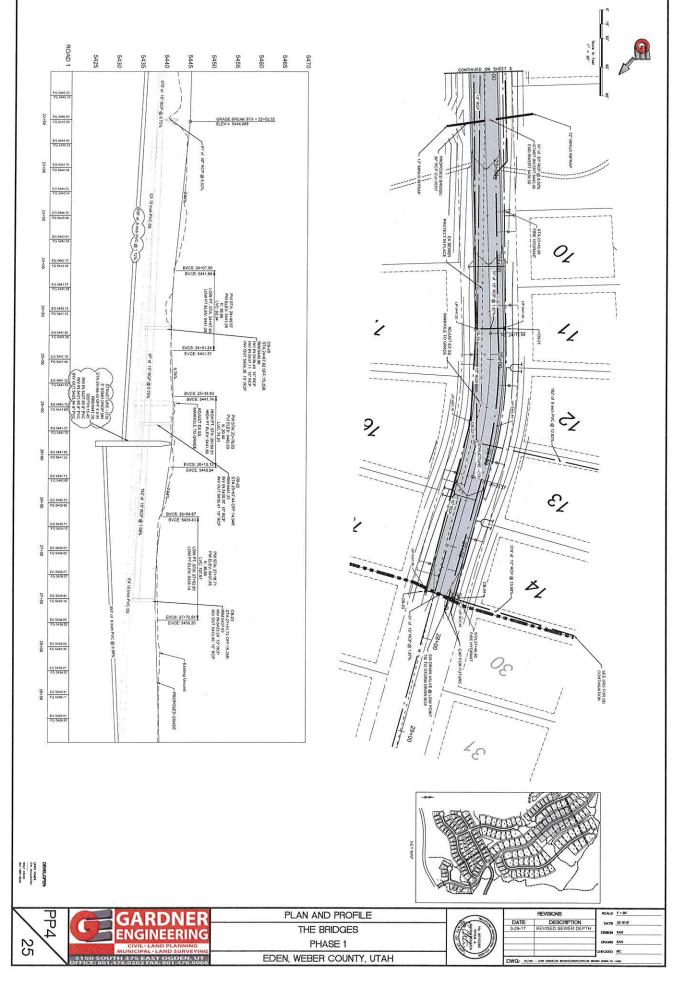


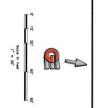


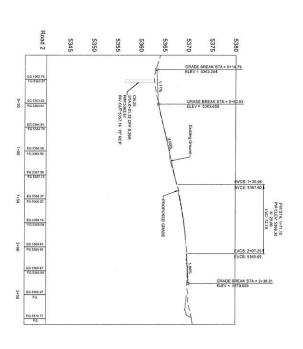


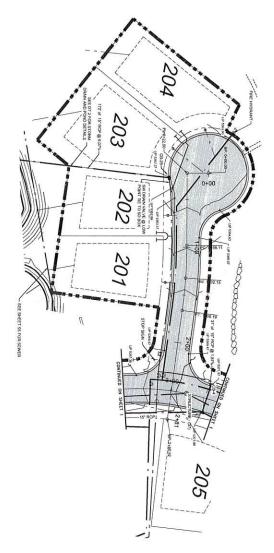


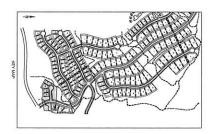












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PLAN AND PROFILE

THE BRIDGES

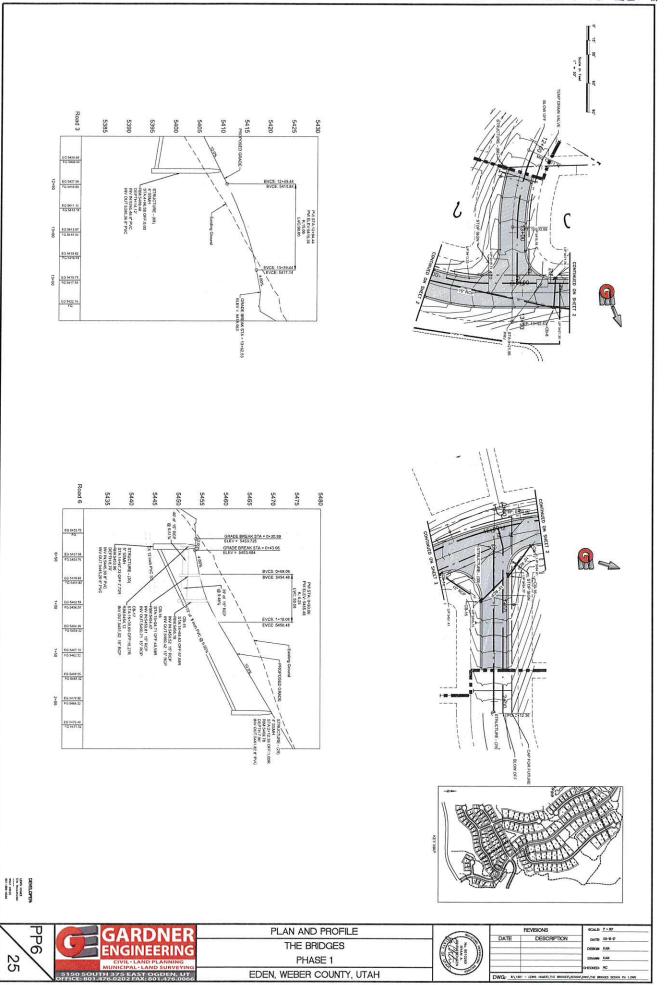
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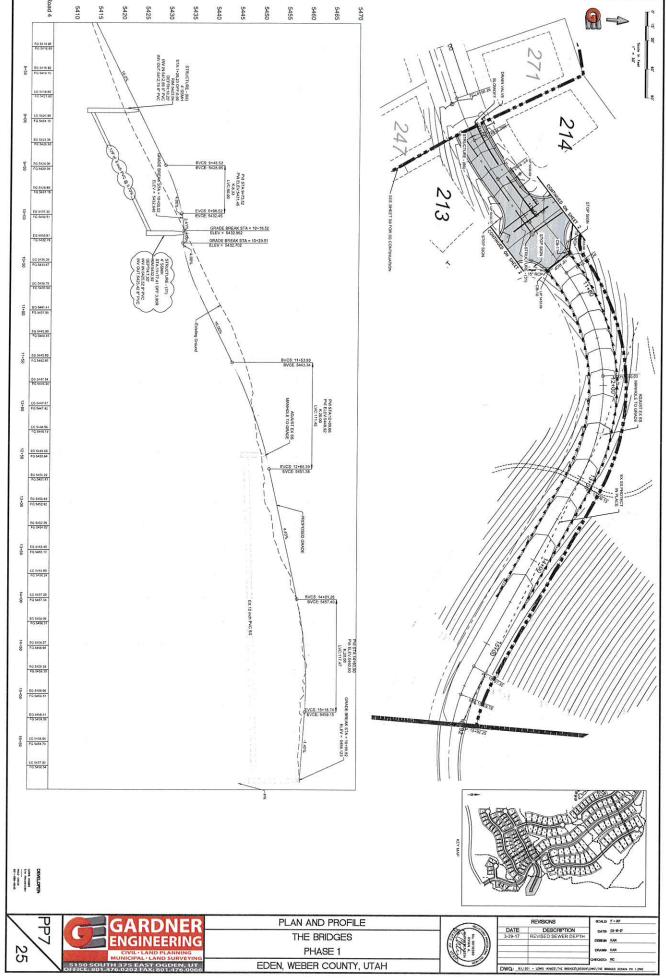
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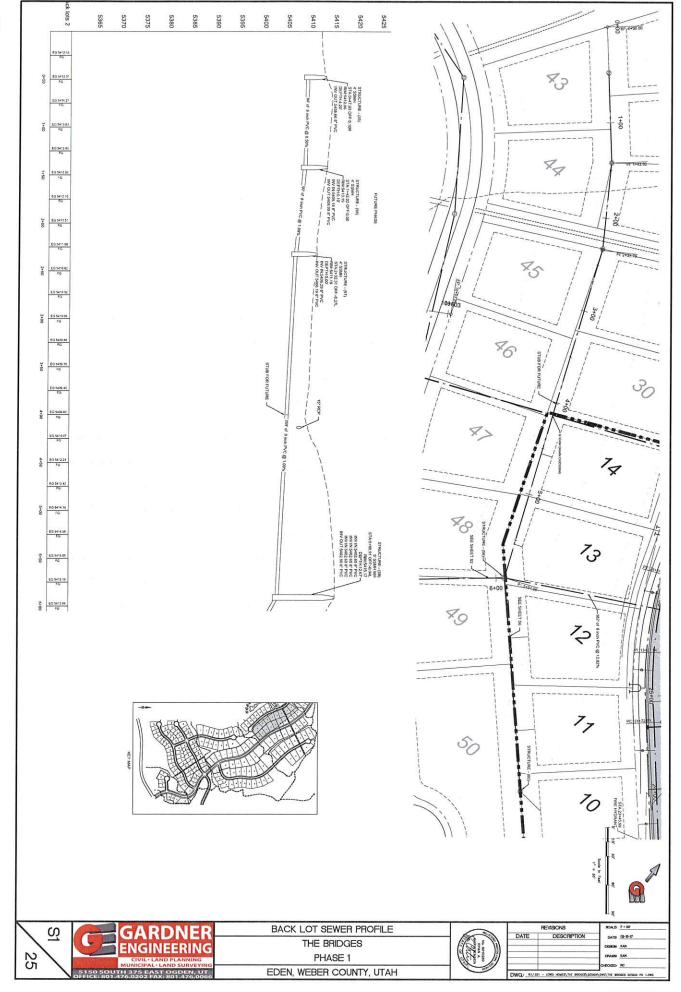
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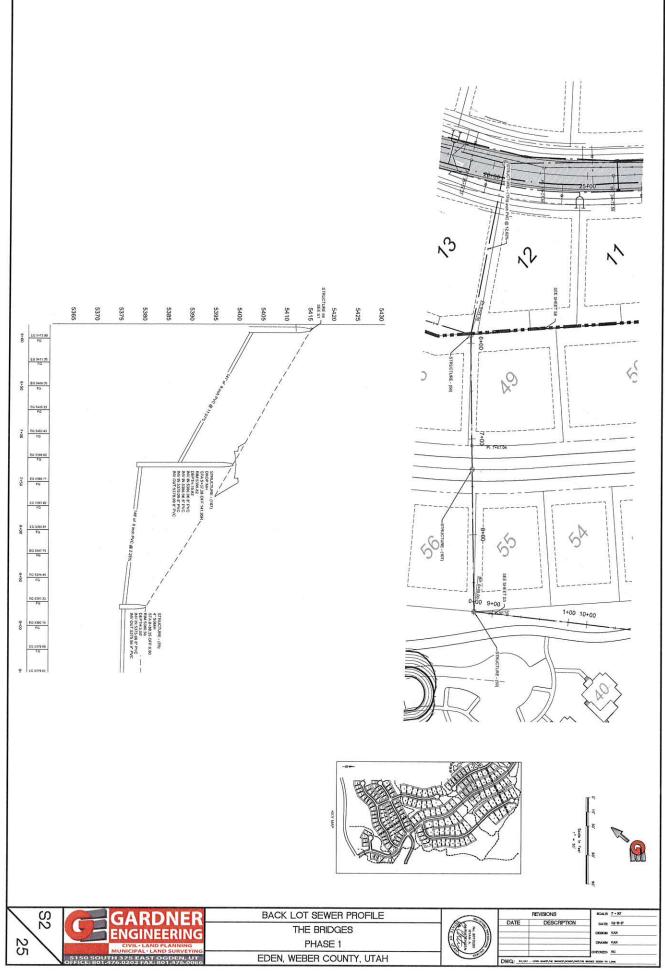
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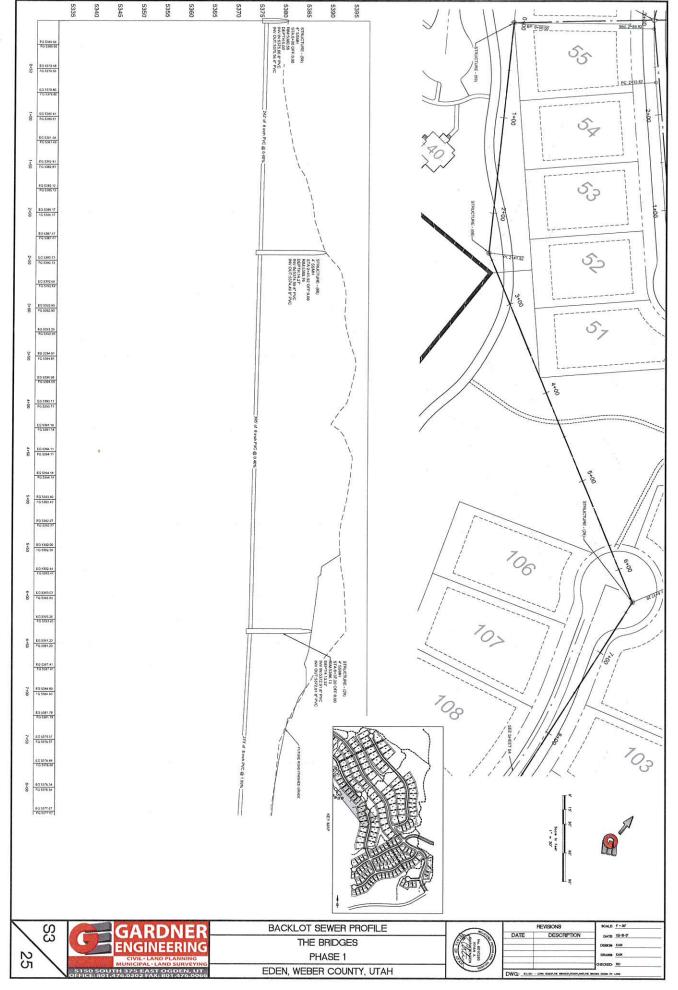


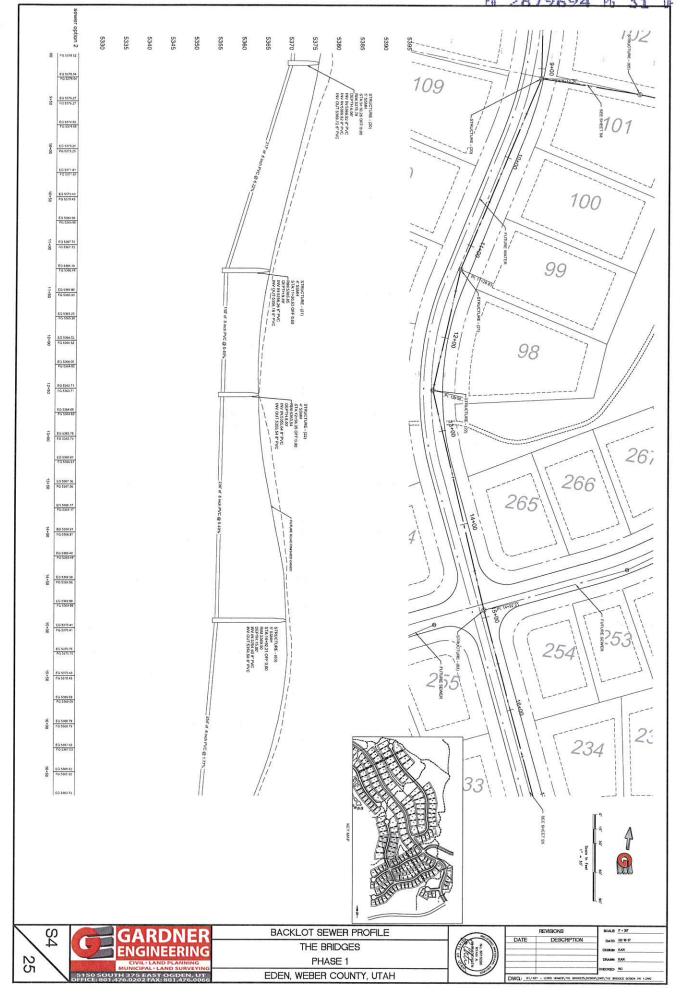


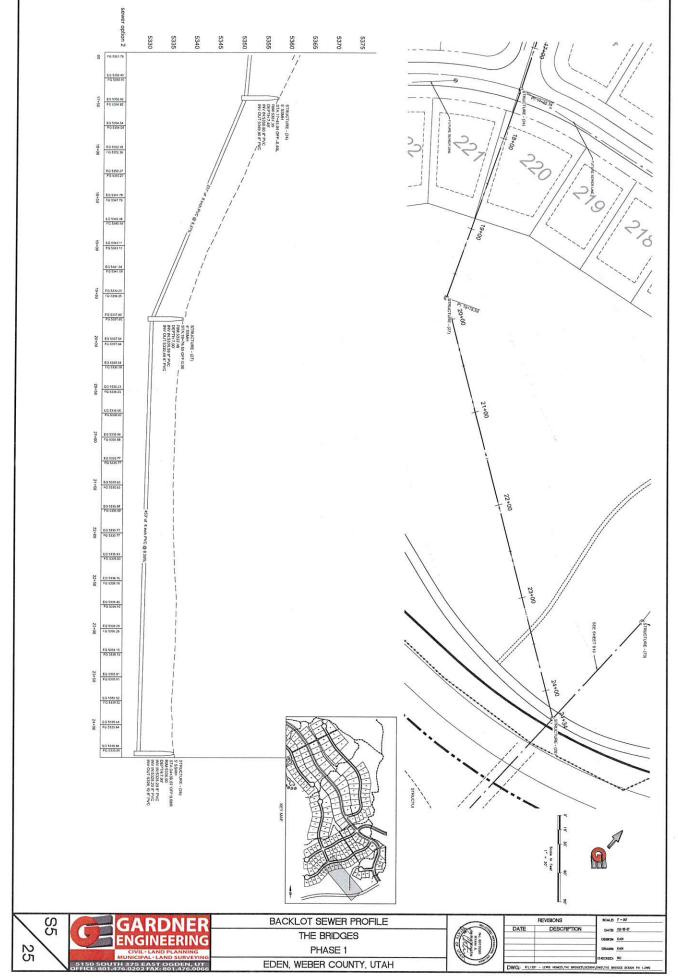




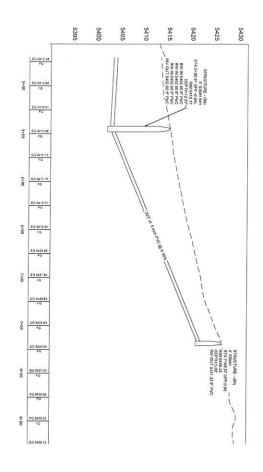
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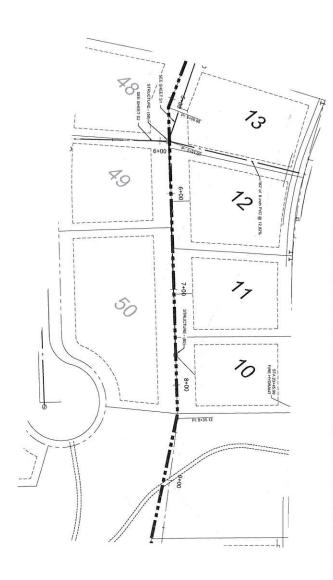


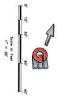


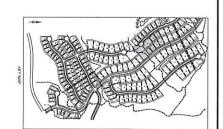












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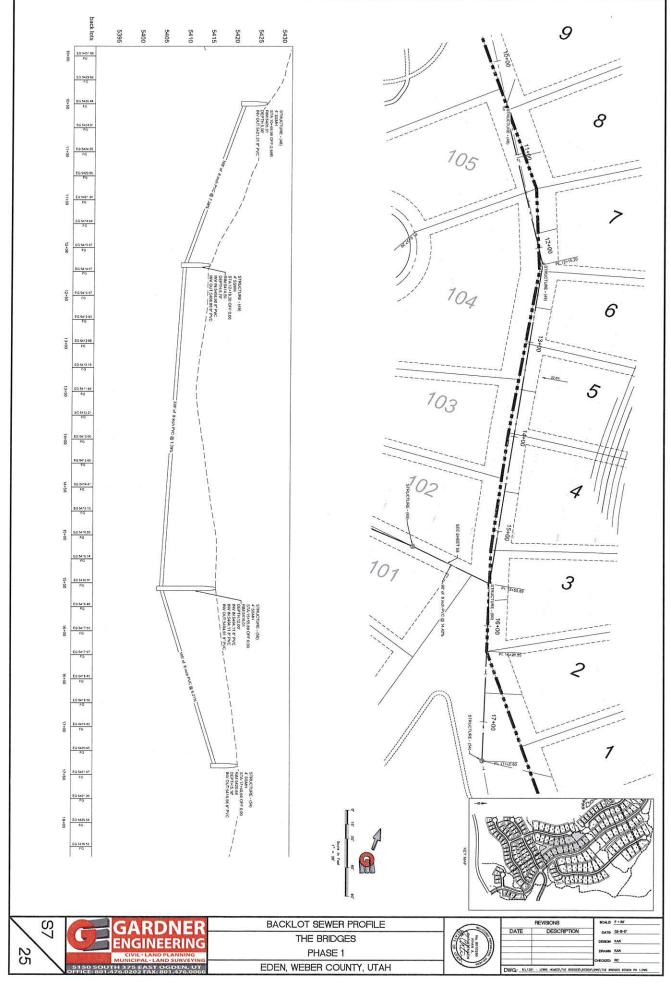
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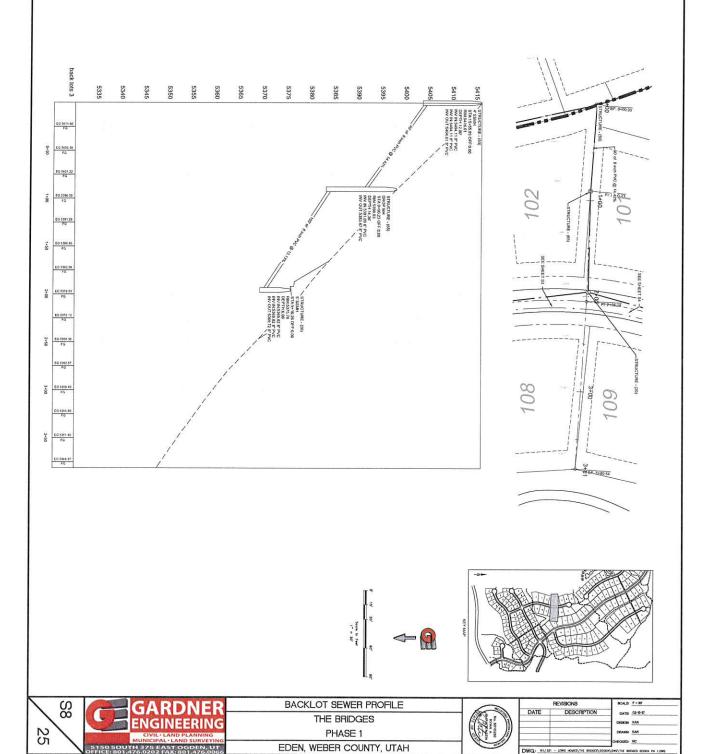
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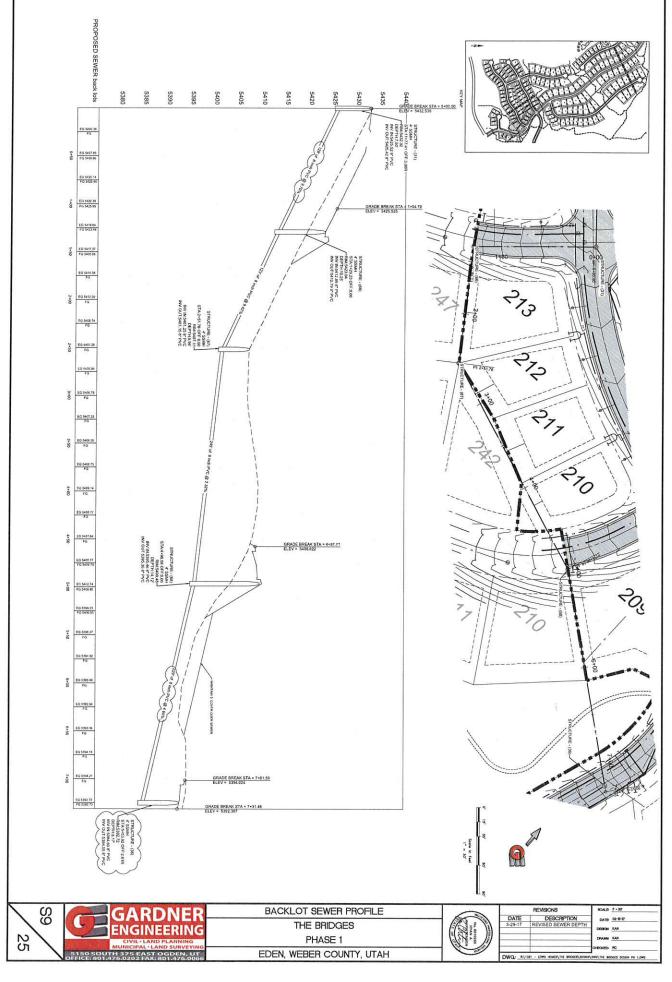
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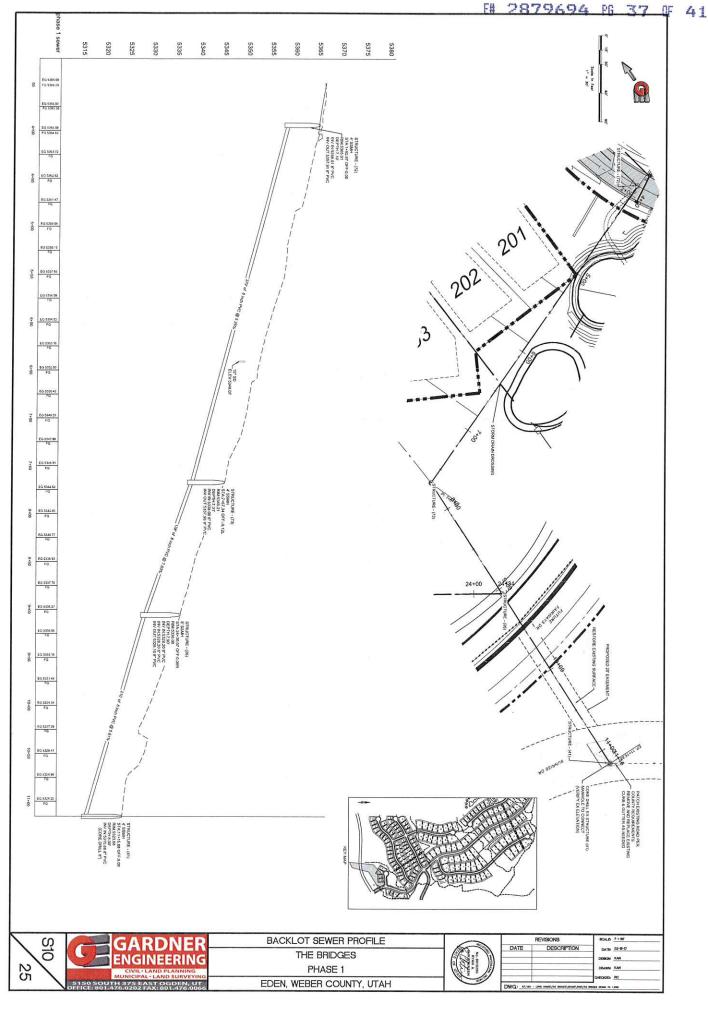
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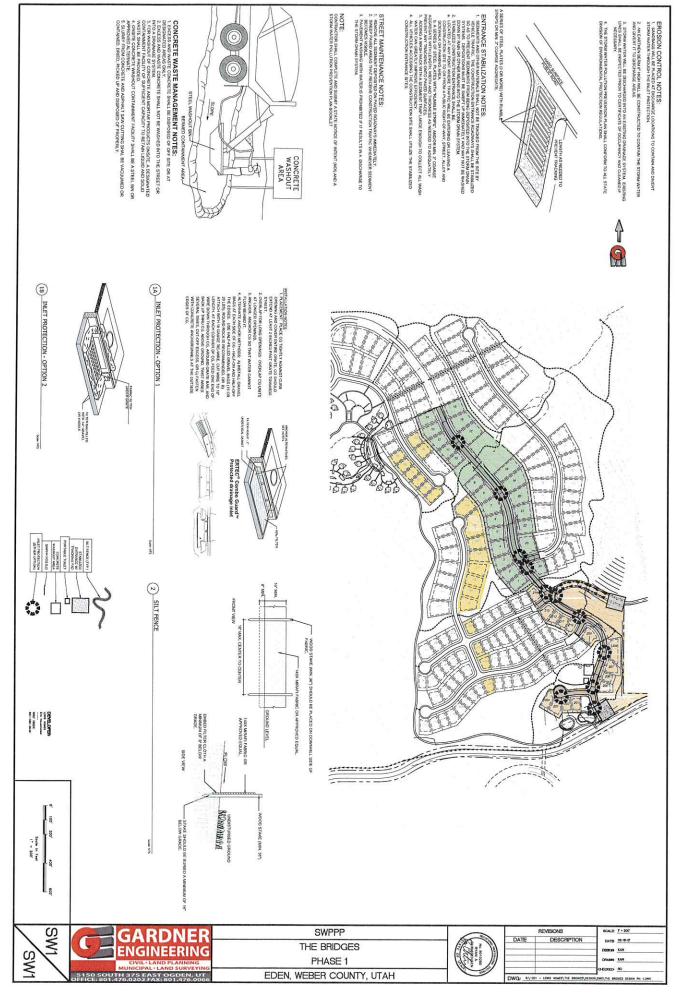


Exhibit C: Reserved for Escrow Certificate or Letter of Credit

SEE FOLLOWING TWO PAGES



IRREVOCABLE STANDBY LETTER OF CREDIT

September 14, 2017

Beneficiary:

Weber County 2380 Washington Blvd. Ogden, Utah 84401 Applicant:

The Bridges Holding Company, LLC 3718 North Wolf Creek Drive Eden, Utah 84310

LOC Number:

20714

Project Name:

Parkside PRUD Phase I

Eden, Utah 84310

Amount (USD):

\$979,186

Expiration Date:

September 14, 2019

WEBER COUNTY:

We hereby establish this Irrevocable Standby Letter of Credit No. 20714 (the "LOC"), in favor of Weber County (the "County"), for the Account of The Bridges Holding Company, LLC up to an aggregate amount of Nine Hundred Seventy-Nine Thousand One Hundred Eighty-Six U.S. Dollars (\$979,186.00) available by your draft at sight drawn on us. This LOC is issued to secure the completion and installation of improvements (the "Improvements") required under that certain Improvements Guarantee Agreement (the "Agreement") made between The Bridges Holding Company, LLC and the County dated September 6, 2017.

Each draft must be accompanied by (i) a certification from the Weber County Engineer that The Bridges Holding Company, LLC is in default under the terms and conditions set forth in the Agreement; (ii) by this original LOC along with originals of all amendments; and (iii) by a sight draft signed by the Weber County Engineer. The original LOC shall be returned to the County if the sight drafts on the LOC have not exhausted the full amount of credit.

Each sight draft drawn under this LOC must state "Drawn Under America First Federal Credit Union Irrevocable Standby Letter of Credit No. 20714, dated August 1, 2017, to satisfactorily complete such improvements as are required by the Improvements Guarantee Agreement between The Bridges Holding Company, LLC and the County, dated September 6, 2017." America First Federal Credit Union is entitled to rely upon the certification from the Weber County Engineer and will have no obligation to independently verify the accuracy thereof.

Partial drawings and multiple drawings are permitted. Each time the County inspects and approves a portion of the required improvements, the amount eligible to be drawn under this Letter of Credit will be reduced by the value assigned by the County to the approved improvements.

Members come first.™

Irrevocable Standby Letter of Credit #20714 September 14, 2017 Page 2

This LOC shall expire Twenty-four (24) months from the date hereon unless the County shall have released The Bridges Holding Company, LLC from all further liability hereunder upon the timely and satisfactory completion of the Improvements.

The proceeds of said drafts will be retained and used by the County to meet any expenses arising out of the satisfactory completion of the Improvements identified in the Agreement. Upon the final completion and acceptance of the performance required under the Agreement, there will be refunded to us by the County any balance remaining after application by the County of the sums necessary from the proceeds of the drafts(s) to pay costs incurred in satisfactorily completing the Improvements.

This LOC is issued and shall be subject to the International Standby Practices (ISP98) or any subsequent revision thereto, to the extent that it does not conflict with Utah Code Annotated Sections 70A-5-101 *et seq.* (1953 as amended). Jurisdiction for resolution of disputes arising under this LOC lies in the courts of Salt Lake County, Utah.

We hereby agree with drawers, endorsers and bona fide holders of drafts that all drafts drawn under and in compliance with the terms of this LOC shall be honored by us and payment made no later than three (3) business days after delivery of documents as specified on or before the expiration date of this LOC.

In the event America First Federal Credit Union is placed into receivership, becomes insolvent, or files for bankruptcy, the County shall be immediately notified. The County may consider this a default event and require the issuance of a new irrevocable standby letter of credit.

America First Federal Credit Union

By: / Down / P R MA 1999