WEBER COUNTY IMPROVEMENTS GUARANTEE AGREEMENT

9/19/2017

THIS AGREEM	IENT (herein "Agreement") is entered into th	nis leth day of SEPTEMBER	, 20 <u></u> / 7 ,
	****PARTIES	5 * * * *	
"APPLICANT":	BRIDGES HOLDING COMPA	NY	
a(n): LIMITED	LABILITY COMPANY (corporation, limite	ed liability company, partnership, ind	ividual).
address: 3718	WOLF CREEK DAIVE city: EDEN	state: <u>UT</u> zip: <u>%</u>	1310
telephone: (90)	1) <u>430 - 1507</u> , facsimile:	: ()	
"COUNTY":	Weber County, a political subdivision of the 2380 Washington BLVD, Ogden, UT 84401 (801) 399-8374.		
	****RECITAL	S * * * * *	
WHEREAS, AP	PPLICANT desires to post the following impro	ovement guarantee(s) (check):	
	□ Off-site improvement guarantee On-site improvement guarantee	LEAN ILVITO VEDE	FEE \$.00 DEP DC
with the COUN	TY for MOUNTAINSIDE PRUD (description or name of		
located at 45	52 NORTH SEVEN BRIDGES (address of Proje	ROAD, EDEN UT 843 ect)	310
improvements	OUNTY ordinances require APPLICANT prior to either the recordation of the abore permit(s) or approval(s) related to the above	ove described subdivision plat or	
permit(s)/approv	e terms of either the subject subdivision potential (s) require APPLICANT to complete (check one and complete):		
√ spec	cified in Exhibit <u>B</u> , attached hereto and	d incorporated herein by this reference	ce;
□ desc	- or -		; and
_ uesc	and do 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.	COMPLETION DATE. APPLI	CANT shall complete the Improvements: (check one and complete)
	within a period of2was entered into;	Year(s) Months (check one) from the date this Agreemen
	□ as specified in Exhibit by this reference.	- or - (Completion Schedule), attached hereto and incorporated herein

- 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

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:
■ IRREVOCABLE LETTER OF CREDIT (herein the "Letter of Credit"), identified by the following
Letter of credit account or number: 20715
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 \$894,756.00 (herein the "Proceeds"), and is made a part of this Agreement as Exhibit C (Escrow Certificate or Letter of Credit).

- 11. PARTIAL RELEASE OF PROCEEDS. As the Improvements are initially accepted by COUNTY 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.
- 12. **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.
- 13. **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.
- 14. **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.
- 15. **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.
- 16. **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

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

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.

WHER	EUPON, the parties hereto have set their hands the day	and year first above written.
"APPL By:	Applicant Signature	9-10-17 Date
Title:	(Signature must be notarized on following pages.)	
"COUN	ITY"	0
Ву:	Commission Chair	Sept. 19, 2017
,	Commission Chair	Date /
ATTES	T: Ruly Hatal County Clerk	Date: 19, 2017
APPRO	OVED AS TO CONTENT:	0 / 1/2
Ву	Planning Division Director	Date
Ву	County Engineer	9 / 15 / 17 Date
Ву	County Treasurer	19 Sep. + 17 Date
APPRO	OVED AS TO FORM:	
Ву	Countling Endow	9-18-17 Date

APPLICANT NOTARIZATION

COMPLETE ONLY	IF APPLICANT IS	AN INDIVIDUAL		
State of)		
County of		:ss)		
			, 20, personally appe [name of person(s)], whose ident	ity is
		e on the basis of s	atisfactory evidence to be the per edged that he/she/they executed	son(s) whose
		î	Notary Public	
COMPLETE ONLY	IF APPLICANT IS	A CORPORATION	ı	
State of				
County of		:ss)		
		[, 20, personally appe f person(s)], whose identity is per	H I
to me or proved to n	ne on the basis of s	atisfactory evidence	e, and who affirmed that he/she i	s the
of document was signe of its Board of Direct	ed by him/her in beh tors, and he/she ac	nalf of said corpora	[name of corporation], a corporation by authority of its bylaws or content that said corporation executed the	of a Resolution
		<u>-</u>	lotary Public	
COMPLETE ONLY	IF APPLICANT IS		rotally I dolle	
State of)		
County of		:ss)		
On this			, 20, personally appea name of person(s)], whose identi	ty is
personally known to ne/she is the	me or proved to me	e on the basis of sa	tisfactory evidence, and who affi	med that
		strument was duly		f partnership], lawful
ART	a	. - u		
		1	otary Public	

COMPLETE ONLY IF APPLICANT IS A LIMI	TED LIABILITY COMPANY
State of Which) :ss
County of Webel)
on this day of Sopt to me or proved to me on the basis of satisface	, 2017, personally appeared before me <i>[name of person(s)]</i> , whose identity is personally known tory evidence, and who affirmed that he/she is the MUSING
of The Bridges Holding Company	[name of LLC], limited liability company,
by authority of its members or its articles of or	ganization, and he/she acknowledged to me that said
limited liability company executed the same.	Notary Public
ANGELA MARTIN NOTARY PUBLIC • STATE OF UTAH COMMISSION NO. 685669 COMM. EXP. 11-24-2019	

Exhibit A: County Engineer-Approved Cost Estimate

SEE FOLLOWING TWO PAGES

		The Bridges							
		Mountainside Phase 1			Web	er County			
	_	09.12.2017		Escr	ow Amount		Completed	Remaining	
_		Description	Qty	Unit	Price	Cost	Completed	Remaining	
	A	ROADWAY							
	1	Clear and Grub	2832	SY	1.00	2,832.00	2,200.00	632.00	
	2	Roadway Earthworks - Cut	6237	CY	2.00	12,474.00	9,960.00	2,514.00	
	3	Roadway Earthworks - Fill	4499	CY	2.00	8,998.00	7,200.00	1,798.00	
7	4	6" Base Coarse	1586	TON	18.69	29,642.34	0.00	29,642.34	
ROADWAY	5	8" Sub Base Coarse	2042	TON	17.19	35,101.98	0.00	35,101.98	
OAI	6	3* Asphalt	821	TON	83,23	68,331.83	0.00	68,331.83	
œ	7	Slurry Seal	4860	SY	2.50	12,150.00	0.00	12,150.00	
	8	Curb and Gutter	2994	LF	19.80	59,281.20	0.00	59,281.20	
	9	Ditch/Swale	80	LF	5.00	400.00	0.00	400.00	
						229,211.35	19,360.00	209,851.35	
	В	CULINARY WATER							
	1	10" Ductile Iron Cl 51 Waterline	186	LF	44.21	8,223.06	0.00	8,223.06	
	2	10" Gate Valve	1 1	EA	2,950.97	2,950.97	0.00	2,950.97	
	1	8" Ductile Iron Cl 51 Waterline	1460	LF	27.76	40,529.60	0.00	40,529.60	
	2	8" Gate Valve	3	EA	2,274.96	6,824.88	0.00	6,824.88	
	3	1" Copper Service Lateral, Meter w/ Box	24	EA	1,276.13	30,627.12	0.00	30,627.12	
	4	Temporary Blowoff	1	EA	1,981.16	1,981.16	0.00	1,981.16	
ER	5	Install Fire Hydrant Assembly	4	EA	5,293.96	21,175.84	0.00	21,175.84	
WATER	6	PRV Station	0	EA	30,120.93	0.00	0.00	0.00	
	7	Install Airvac	1	EA	4,500.00	4,500.00	0.00	4,500.00	
	9	Connect to Existing Main	0	EA	2,943.37	0.00	0.00	0.00	
	10	Import	1380	TON	16.18	22,328.40	0.00	22,328.40	
						139,141.03	0.00	139,141.03	
	С	SANITARY SEWER				No succe Proposition reserve			
	1	8" PVC SDR 35 Sewer Line	5529	LF	47.42	262,185.18	207,072.68	55,112.50	
	2	4" Lateral lines and Connections	24	EA	690.05	16,561.20	16,561.20	0.00	
1	3	Install 4' Sanitary Sewer MH	15	EA	3,452.04	51,780.60	37,972.44	13,808.16	
ER	4	Install 5' Sanitary Sewer MH	5	EA	3,979.34	19,896.70	19,896.70	0.00	
SEWER	5	Drop Manhole	3	EA	5,989.78	17,969.34	17,969.34	0.00	
"	6	Connect to Existing	0	EA	3,093.37	0.00	0.00	0.00	
Ī	7	Import	7300	TON	16.18	118,114.00	64,395.27	53,718.73	
1						486,507.02	363,867.63	122,639.39	
	D	STORM DRAIN				1129 11 A TO THE STATE			
1		12" RCP CL III Storm Drain	89	LF	0.00	0.00	0.00	0.00	
1	-	15" RCP CL III Storm Drain	1570	LF	45.78	71,874.60	0.00	71,874.60	
1		24" RCP CL III Storm Drain	0	LF	0.00	0.00	0.00	0.00	
f	_	30" RCP CL III Storm Drain	91	LF	72.54	6,601.14	0.00	6,601.14	
1	-	36" RCP CL III Storm Drain	0	LF	72.43	0.00	0.00	0.00	
.	-	24" X 48" CB w/bicycle grate	11	EA	2,842,43	31,266.73	0.00	31,266.73	
O CKIN	_	4'x4' Storm Drain Box	0	EA	2,816.42	0.00	0.00	0.00	
= L	-		u u		2,010.42	0.00	0.00	0.00	

	8	Install Pond Outlet Control Box	0	EA	3,089.29	0.00	0.00	0.00
	9	8' PVC Storm Drain	50	LF	20.00	1,000.00	0.00	1,000.00
	10	Pond excavation	1460	CY	11.48	16,760.80	0.00	16,760.8
	11	Import	1500	TON	16.18	24,270.00	0.00	24,270.00
						154,295.62	0.00	154,295.6
	E	SECONDARY WATER						
	1	8" PVC C900	1655	LF	17.25	28,548.75	0.00	28,548.75
	2	8" Gate Valve	1	EA	2,194.14	2,194.14	0.00	2,194.14
	3	4" Drain Valve	2	EA	2,337.27	4,674.54	0.00	4,674.54
κχ	4	Single Service Connection	4	EA	949.25	3,797.00	0.00	3,797.00
IDA	5	Double Service Connection	10	EA	1,505.96	15,059.60	0.00	15,059.60
SECONDARY	6	Temporary Blowoff	1	EA	1,116.45	1,116.45	0.00	1,116.45
SE	7	Install Airvac	1	EA	4,500.00	4,500.00	0.00	4,500.00
	8	Connect To Existing Main	0	EA	1,269.07	0.00	0.00	0.00
	9	Import	980	TON	16.18	15,856.40	0.00	15,856.40
						75,746.88	0.00	75,746,88
	F	OTHER SITE COSTS						
	1	Entry Bridge/Monument	0	EA	40,000.00	0.00	0.00	0.00
- 1	2	Landscaping	0	EA	40,000.00	0.00	0.00	0.00
2	3	Trails	2140	EA	10.00	21,400.00	0.00	21,400.00
So	4	Rock Walls	0	EA	0.00	0.00	0.00	0.00
SITE COSTS	5	Reseeding/Stabilization Road Cuts	0	EA	0.00	0.00	0.00	0.00
S	6	Combo Street/Stop Signs	2	EA	250.00	500.00	0.00	500.00
[7	Street Signs	0	EA	0.00	0.00	0.00	0.00
	8	Mailbox (In Parkside)	0	EA	2,500.00	0.00	0.00	0.00
						21,900.00	0.00	21,900.00
		TOTAL CONSTRUCTION				1,106,80	1.90	
T		10% CONTINGENCY				110,680	0.19	
		TOTAL				1,217,48	32.09	
		COMPLETED WORK			383,227,63			
		REMAINING				723,574	1.27	
		TOTAL ESCROW	Name of the second			834,25	146	

Exhibit B: County Engineer-Approved Construction Drawings

SEE FOLLOWING 25 PAGES

THE BRIDGES - PHASE 1

EDEN, WEBER COUNTY, UTAH CONSTRUCTION DOCUMENTS

TRAFFIC CONTROL & SAFETY NOTES

BARGAJMIA AND DETOJANA SHALLE BI CORFORMACE WITH THE REQUIREMENTS OF THE CURRENT STATE OF UTAH DEPARTMENT OF PAUSPORTATION MANUAL OF TRAFFEE CONTROLETOR CONSTRUCTION AND MAINTEMANCE WORK ZONES, AND THE CURRENT COUNTY TANDAHID DRAWING, AND SHALL BE APPROVED PRICK TO ANY WORK.

. NO STREET SHALL BE CLOSED TO TRAFFIC WITHOUT WRITTEN PERMISSION FROM THE COUNTY ENGINEER, EXCEPT WHEN DIRECTED BY LAW 36°ORCEMENT OR FIRE OFFICIALS. THE CONTRACTOR SHALL MAKE EVERY EFFORT TO PROVIDE FOR SMOOTH TRAFFIC FLOW AND SAFETY, ACCESS SHALL BE MAINTAINED FOR LL PROPERTIES ADJACENT TO THE WORK.

e foubbig depentations for a period of six consecuting calerdar dans or home, recurre the installation of temporary Eet trephok and beland, of interfering stripping by andbulstiff it the ceroling stripping plan or construction traffic Vetror, plan must be submetted to the county engineer for review and approvid.

ALL TRAFFIC CONTROL DENCES SHALL BE RESTORED TO THER ORIGINAL CONDITION AT THE END OF THE WORK TO THE SATISFACTION OF

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

UTILITY DISCLAIMER

NOTICE TO CONTRACTOR

THICLICES AND SESCONDACTIONS PERFORMEN AREAS SHOWN ON CHEATER TO THESE HANDS SHALL CONDUCT THE THICLICES AND CHEATER THE CHEATER AND CHEA

LUCTOR PRIME AGREET HATHE SHALL ASSUME SCILL AND COMPLETE RESPONSIBILITY FOR JOBS TE CONSTITONS DURING THE IS OF CONSTRUCTING OF THE PROJECT MELLOUNG AGRETY OF ALL PRESSENS AND PROVINSTY, THAT THE RECONSIDIATING SHALL APPLY ASSUMED VAN DOT RELIDERED TO LOOSAM, AND ORGANIZATION AND THE CONFIDENCIAN CHARLES THE CONSCILLATION OF THE THE PROPRIES AND THE CONFIDENCIAN CHARLES THE CONSCILLATION OF THE THE PROPRIES AND THE CONFIDENCIAN CHARLES THE

SANITARY SEWER GENERAL NOTES

. ALL GRAVITY SANTARY SEWER LINES SHALL BE SDR-35 PVC MATERIAL. SEWER LINE CONSTRUCTION AND MATERIALS SHALL CONFORM TO ASTA STANDARDS AND SPECIFICATIONS.

DISTANCES SHOWN ON PLANS ARE APPROXIMATE AND COULD VARY DUE TO VERTICAL ALIGNMENT,

RELEASIONS SHORE ARE APPROXIMET ON YAROAS INTO BETAKEN AS FAME EEVATION PREINE CONTRACTOR SHALLISE PRECASE COMPRETE AUTOMOTIVES THAN SOURCE AND THE AUTOMOTIVE SHALLISE CONTRACTOR SHALLISE TO THE MONTH AUTOMOTIVE SHALLISE CONTRIBUNCE WITH THE STANDAMO SPECIFICATIONS. ALL FRAMES SHALLISE CONTRIBUTIONS OF GOVERN

, ALL SANITARY SEWER MAIN TESTING SHALL BE IN ACCORDANCE WITH (WCWSID) STANDARDS AND SPECIFICATIONS. COPIES OF ALL TEST RESULTS SHALL BE PROVIDED TO THE PUBLIC WORKS SANITARY SEWER DEPARTMENT HEAD PRIOR TO FINAL ACCEPTANCE.

COMPACTION TESTING OF ALL TRENCHES WITH THE PROJECT SITE MUST BE ATTAINED AND RESULTS SUBMITTED PRIOR TO FINAL ACCEPTANCE

CONTRACTOR IS RESPONSIBLE TO PROTECT ALL EXISTING STRUCTURES AND IMPROVEMENTS DURING INSTALLATION OF SANITARY SEWER LINE.

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

CAMERA TESTING AND PRESSURE TESTING PER SWPPP GENERAL NOTES

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BOTHER CHARLES AND RECISSANT MEASURES SHALL BUMPHANDED IN COCO REQUAR BY THE CONTRACTOR, WITH A DOCT HE AS THE
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GENERAL NOTES

ALL MATERIAS, MORRAMARIPA PAD CONSTRUCTION OF SITE SUPPOLERSITS, SHALL MEET OR EXCEED HES TRANSPES AND EXPRENDING MORRAM PROPERTING AND TENENDAMENT OF SITE OF STATE OF STATE

THE CONTRACTOR IS RESPONSIBLE FOR OSTAINING ALL NECESSARY PERMITS FROM ALL APPLICABLE AGENCIES. THE CONTRACTOR SHALL NOTIFY THE DESIGNATION PUBLIC WORKS INSPECTION AT LEAST 48 HOURS PRIOR TO THE START OF ANY EARTH DISTURBING ACTIVITY, OR CONSTRUCTION ON ANY AND ALL PUBLIC IMPROVEMENTS.

THE CONTRACTOR SHALL COORDINATE AND COPERATE WITH THE COUNTY AND ALL UTILITY COMPANIES INVOLVED WITH REGARD TO RELOCATIONS OR ADJUSTMENTS OF EXISTING UTILITIES DURANG CONSTRUCTION AND TO ASSURE THAT THE WORK IS ACCOMPLISHED IN AT TIMELY PASHOW AND WITH A MIRMAM DISTRIPTION OF SERVICE.

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.

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

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

I THE COMPACTOR IS SECRIFICALLY CAUTINED THAT THE COCKTION AND DEED KINDS OF SECRIFICATION ESSENDED UTILITIES. AS SERVING AND THE PER AND AND THE CONTROLLED WAS AND THE FEW AND THE CONTROLLED WAS AND THE FEW AN

, DUST SHALL BE CONTROLLED BY WATERING OR OTHER APPROVED METHODS.

ALL RECOMMENDATIONS OF THE GEOTECHNICAL REPORT AND ALL SUBSEQUENT REPORTS, ADDENDUMETC. SHALL BE CONSIDERED A PART OF THIS GRACING PLAN AND SHALL BE COMPLIED WITH. CONTRACTOR SHALL COMPLY WITH STORM WATER POLLUTION PREVENTION PLAN BY INSTALLING BMP'S PRIOR TO COMMENCEMENT O EXCAVATION ACTIVITIES. , NO FILL SHALL BE PLACED UNTIL VEGETATION HAS BEEN REMOVED AND SUB-GRADE PREPARED PER THE SOILS REPORT

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

AL MODES SHALL BE IN ACCIDIANCE WITH THE LITES JAWAS STANDAGES AND SECRETARION FOR PRINCIPAD MODES AND THE COUNTY STANDAGES, COMPACTION SHALL ESHIELD STROTTINE DEBANAGES AND SECRETARION FOUNDATION AND ENTRES. THE PRODUCE AT FOUNDATION FOUNDOOD FRANCE STRUCTURES SHALL BE SINCHES SHOW TOP OF FOUNDATION AND ENABLES WALL BE A MISHIBAN OF SWITHEN 10 PETER TORUM TERMICHASE.

GENERAL GRADING NOTES

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,

E DURING THE CONSTRUCTION PROCESS CONDITIONS ARE ENCOMPTENED BY THE CONTRACTOR, HIS SUBCONTRACTORS, OR OTHER AFFECTED PARTIES, WHICH COULD INDEATE A STUATION THAT IS NOT IDENTIFIED IN THE PLANS OR SPECIFICATIONS, THE CONTRACTOR SMALL CONTROT THE ENGINEER IMMEDIATELY.

THE COMPRACTOR IS RESPONSIBLE FOR PROVIDING ALL LUDGR AND MATERIALS NECESSARY FOR THE COMPLETION OF THE INTENDED MERCULARISTS SHOWN ON THESE IDMINISTICS OR DESIGNATED TO BE PROVIDED, INSTILLED, CONSTRUCTED, REMOVED AND RELOCATED MARKES SPECIPICALLY NOTEO OTHERWISE.

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

12. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO COORDINATE ALL UTILITY RELOCATIONS CONSISTENT WITH THE CONTRACTIONS SOLDED, FOR THIS PROJECT, WHETHER SHOWN DRINDT SHOWN AS IT RELATES TO THE CONSTRUCTION ACTIVITIES CONTEMPLATED IN THESE PLANS.

CULINARY WATER GENERAL NOTES

12. PRIOR TO TAKING WATER FROM A COUNTY FIRE HYDRANT, THE CONTRACTOR OBTAIN A WATER METER. 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. , THE CONTRACTOR SHALL CONTACT BLUE STAKES FOR LOCATION MARKING PRIOR TO

CONTRACTOR IS RESPONSIBLE FOR ARRANGING FOR ALL REQUIRED INSPECTIONS.

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

), ALL WATERLINES AT SEWER CROSSINGS SWALL BE LOCATED ABOVE AND HAVE AN 15-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 BACKFILING AT NO COST TO THE DISTRICT.

CHORMANDIA OF COMPRETED WHITE HE REWAYNER, MEES SAME BE CORRECTED BY OF CHORMANDIA. THE STREET HE REPORTED WHILE BE REPORTED FOR THE PROPERTY OF THE REPORTED WHILE BE REPORTED FOR THE COMPRETED WHILE BE REPORTED FOR THE REPORTE

UNLESS OTHERWISE SPECIFIED, ALL WATERLINES SHALL BE AWWA 0900 PVC CLASS 150, PER ASTM D2241.

ID. THERE SHALL BE A WATER SUPPLY TO THE DEVELOPMENT BEFORE ANY WOOD CONSTRUCTION STARTS. ALL WATER MAINS, VALVES, FIRE HYDRANTS, SERVICES AND APPURTENANCES SHALL BE INSTALLED; TESTED, AND APPROVED PRIOR TO PAVING. CONTRACTOR SHALL LOCATE VALVES PRIOR TO CONNECTION WITH EXISTING SYSTEM, BUT SHALL NOT OPERATE ANY VALVE WITHOUT PERMISSION FROM THE WATER UTILITY.

WEBER FIRE DISTRICT GENERAL NOTES

PRE ROW, ALL DRELINKS STRUCTURES DEED 300 90 FT, WHICH DO NOT INEET THE FIRST ROW RECORDERARITY, SHALL BE EQUIPMED. WITH AN MPPA 13D COMPLANT FIRST SPRANGERS TYSTEM OR BE PROPUBLED WITH AREA SEPRANDING COMPLANT WITH THE BURNE. FIRST MODEL INFORMATION REGARDING FIRST FLOW, PLEASE CONTACT FIRE IMAGINAL THICKSON AT 831-282-350.

3. ALL ROADS SHALL BE DESIGNED, CONSTRUCTED, SURFACED AND MAINTAINED SO AS TO PROVIDE AN ALL-WEATHER DRIVING

FIRE ACCESS ROADS FOR THIS PROJECT SHALL BE COMPLETED AND APPROVED PRIOR TO ANY COMBUSTIBLE CONSTRUCTION, TEMPORARY ROADS SHALL MEET THE SAME REQUIREMENTS FOR HEIGHT, WIDTH AND BUPOSED LOADS AS PERMANENT ROADS. ALL REQUIRED FIRE HYDRAMTS AND WATER SYSTEMS SHALL BE INSTALLED, APPROVED AND FULLY FUNCTIONAL PRIOR TO ANY COMBUSTIBLE CONSTRUCTION.

2. ALL STORM SEVER CONNECTIONS SHALL BE IN CONFORMANCE WITH COUNTY STANDARDS AND SPECIFICAT

CYREFICATION AND PROTECTION OF ALL EXISTING IMPROVEMENTS WITHIN THE LIMITS OF CONSTRUCTION.
DIPPOORDING ASSAULT DEVANMENS TO THE COUNTY MAD THE EXISTENCE
EVALL PERMITTING, DEVELOPMENT, LOCATION, CONNECTION AND INSPECTION AND SCHEDULING FOR SUCH.

COMPACTION OF ALL TRENCHES WITHIN THE PROJECT SITE MUST BE ATTAINED AND COMPACTION RESULTS SUBMITTED PRIOR TO FINAL ACCEPTANCE IN LEAVINGS 90MM ARE APPROXIMED DAY MAD AR RATT OR EVARE AS TRAL ELAVIDAL PRICES CONTECTIOS PAUL PROPERTY OF APPROXIMENT AND A

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

ALL STORM SEVER MARHOLES IN PAVED AREAS SHALL BE FLUSH WITH THE PA STORM SEWER LIDS SHALL BE LABELED "STORM DRAIN". ALL STORM DRAIN PIPES IN THE COUNTY RIGHT-OF-WAY SHALL BE RCP CL III.

AND SHALL HAVE TRAFFIC BEARING LIDS. ALL

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STORM SEWER GENERAL NOTES

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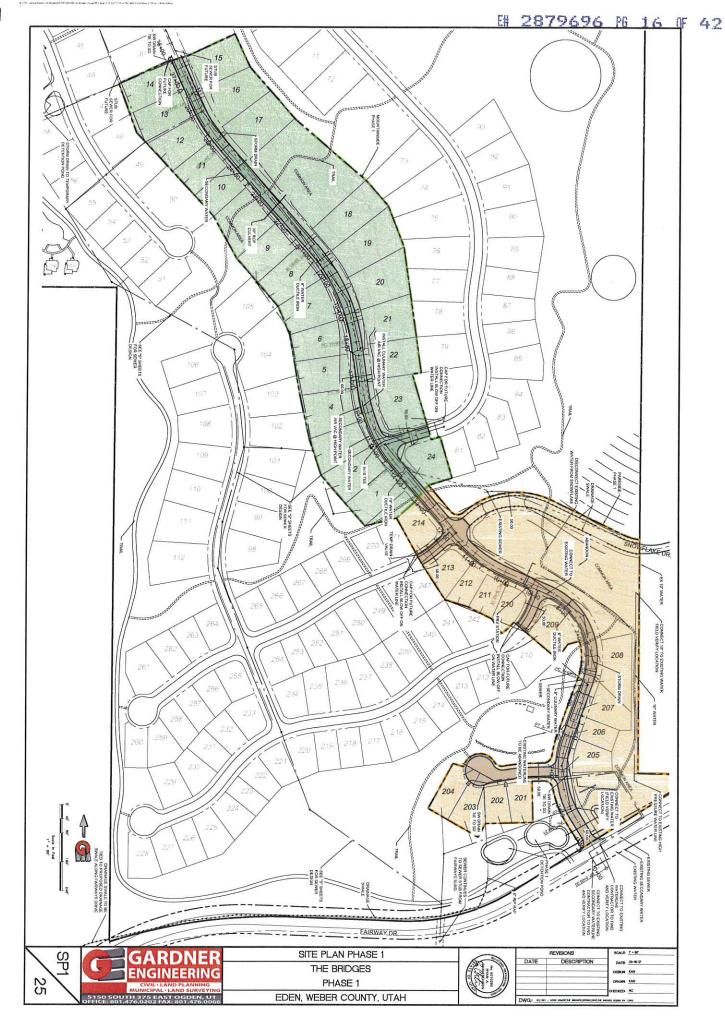
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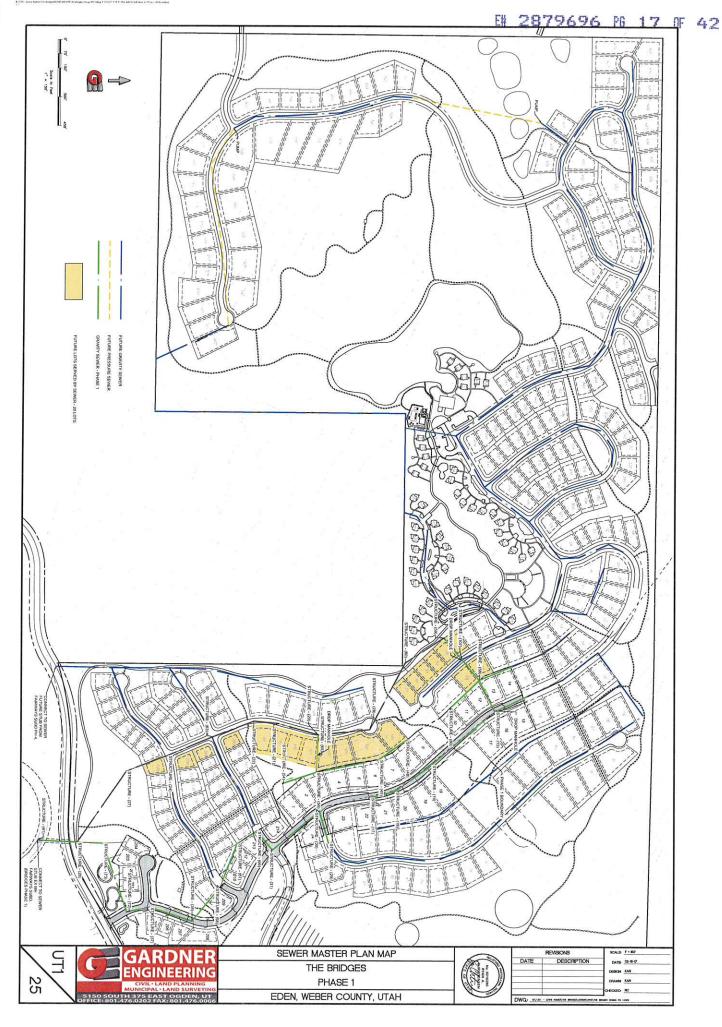
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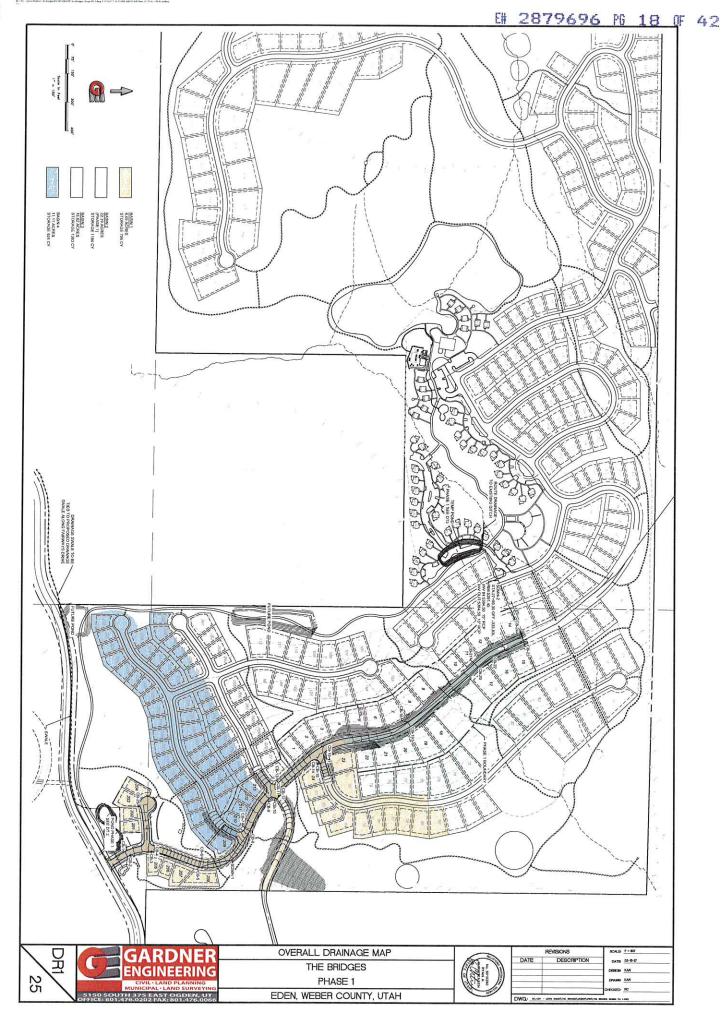
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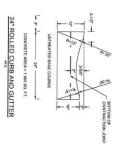
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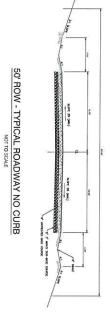
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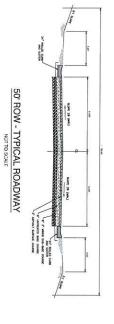


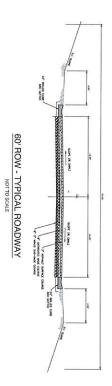












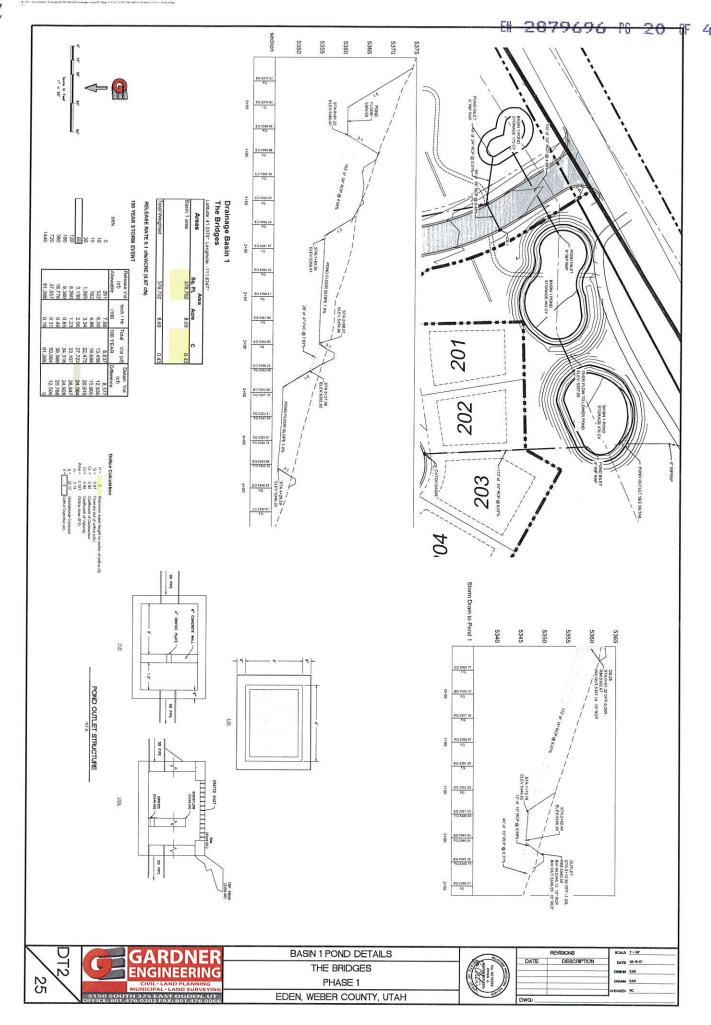
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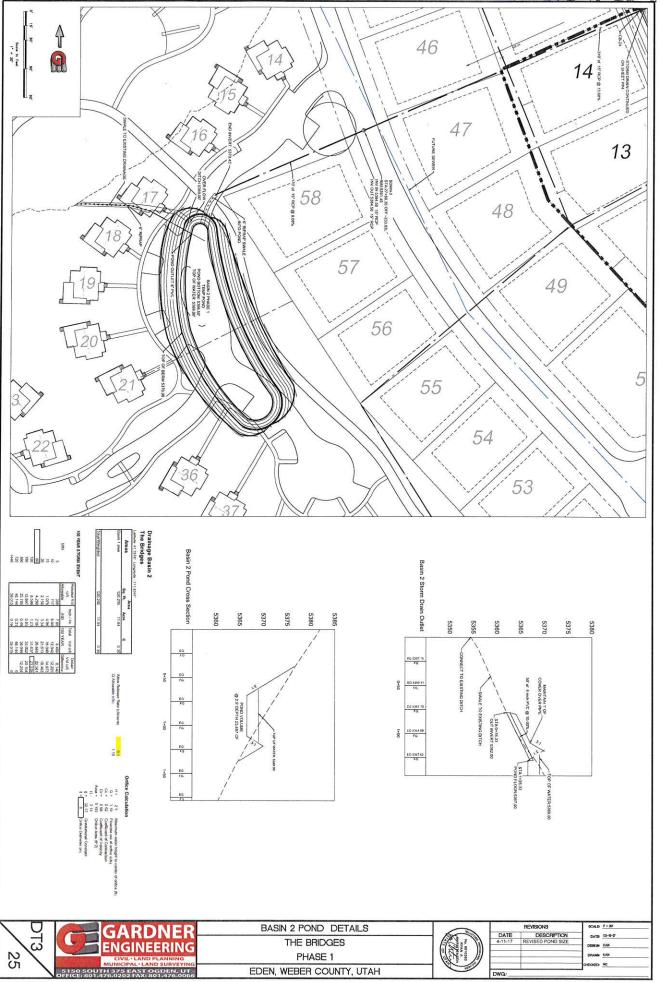
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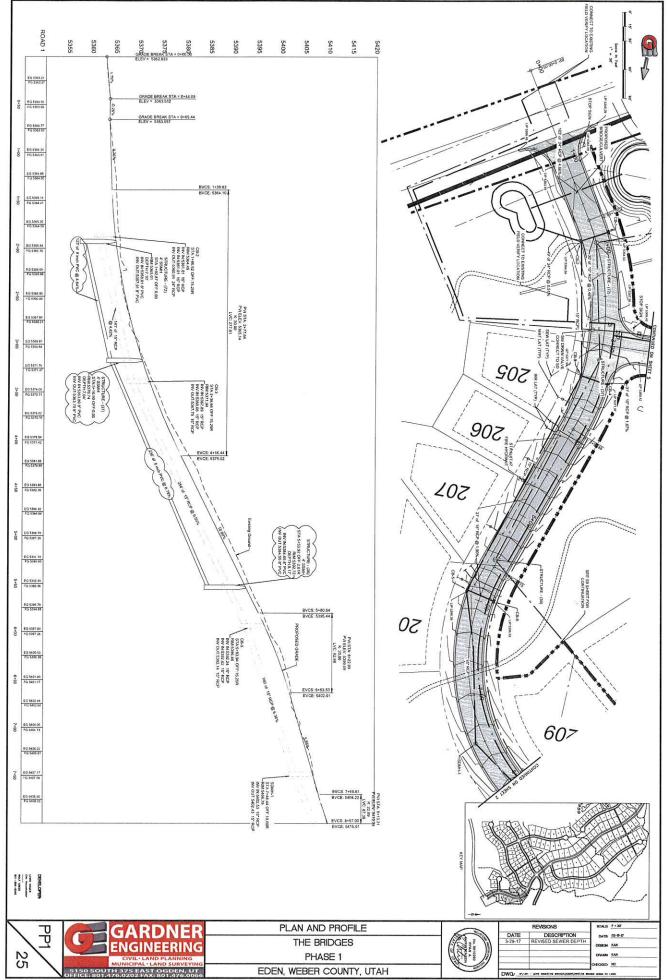
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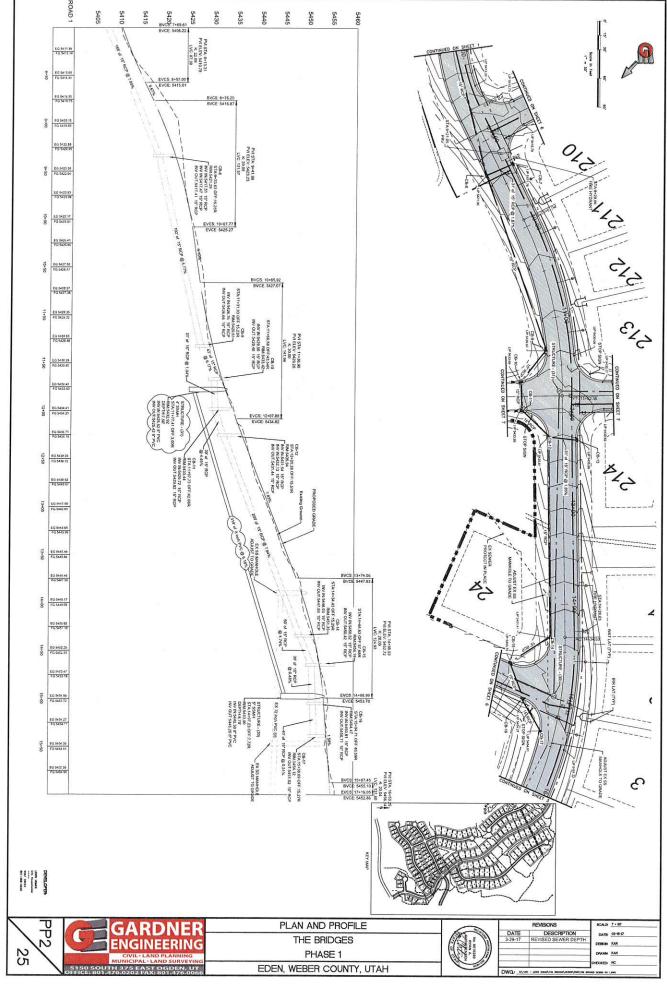


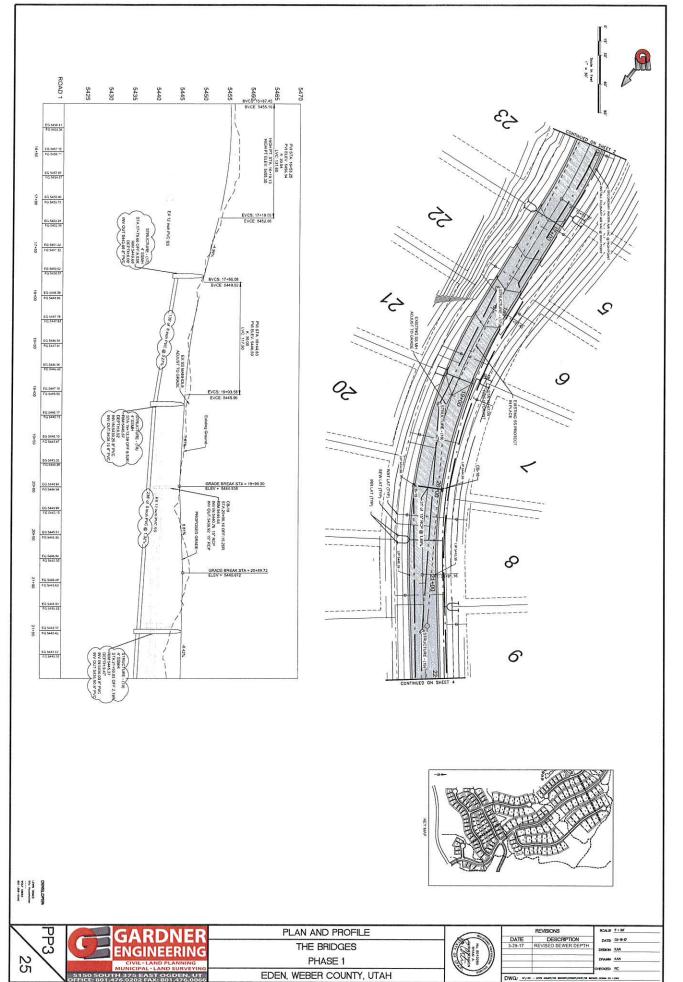
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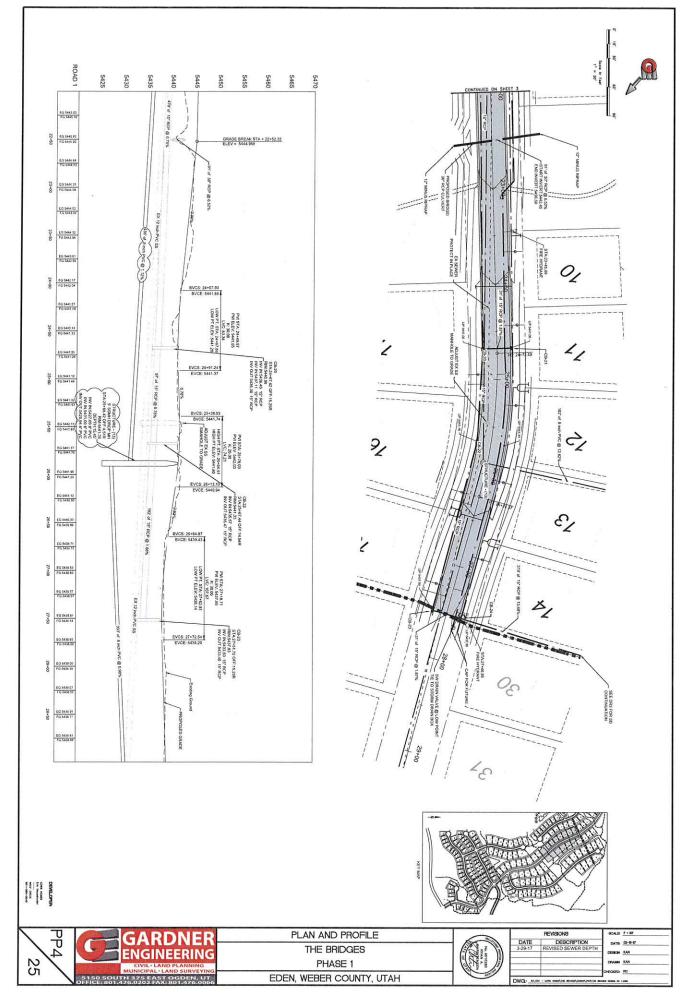




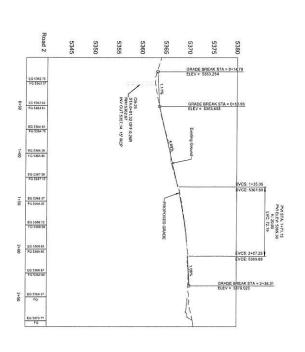


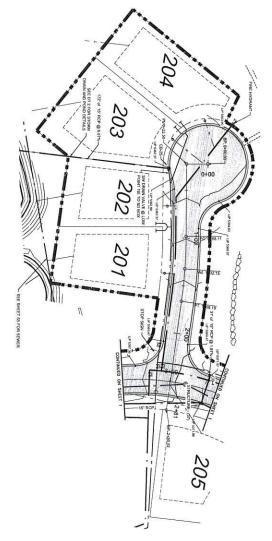


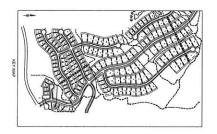












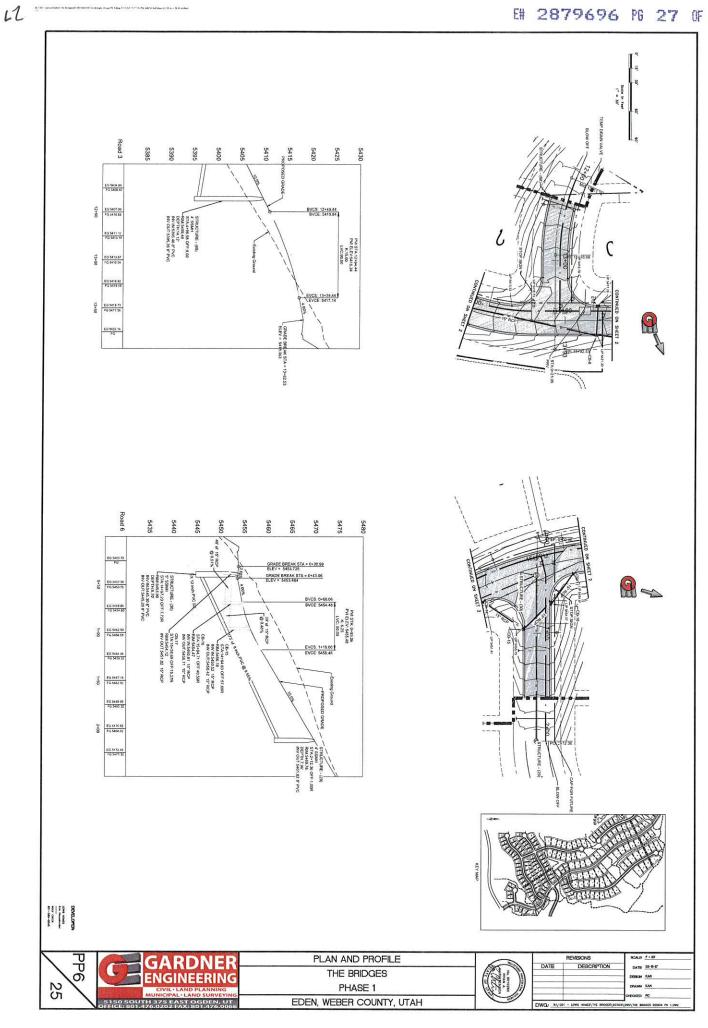
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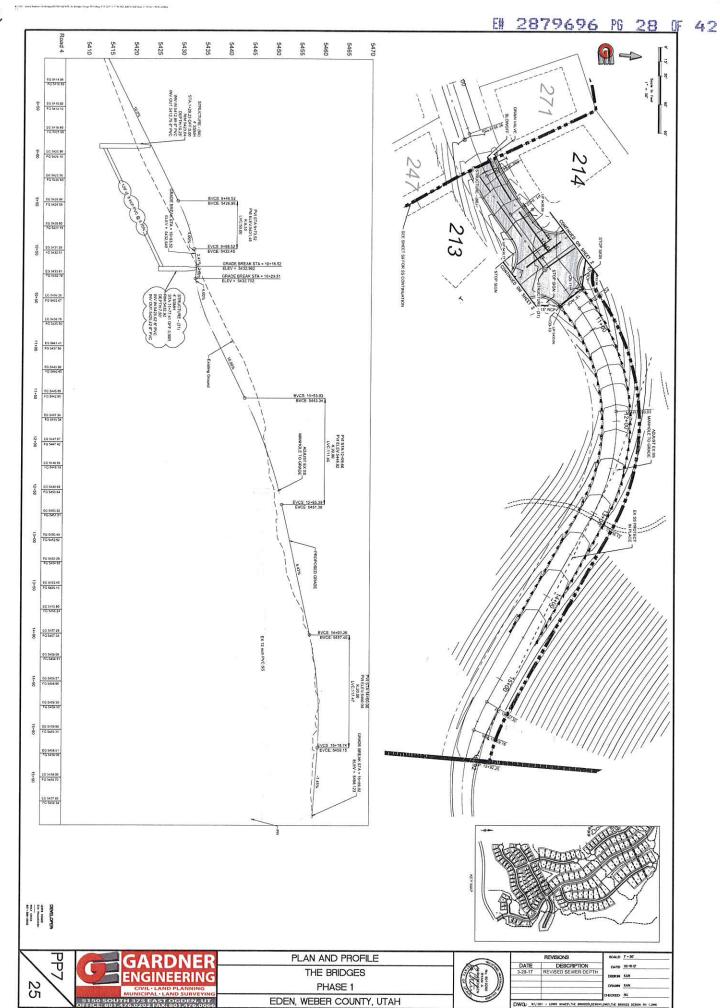
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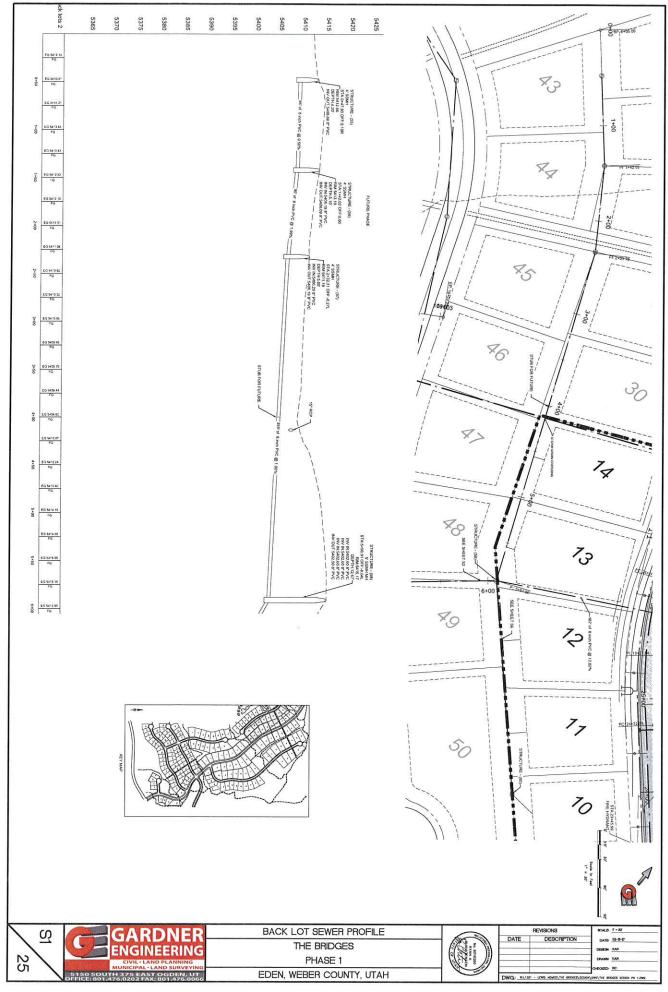
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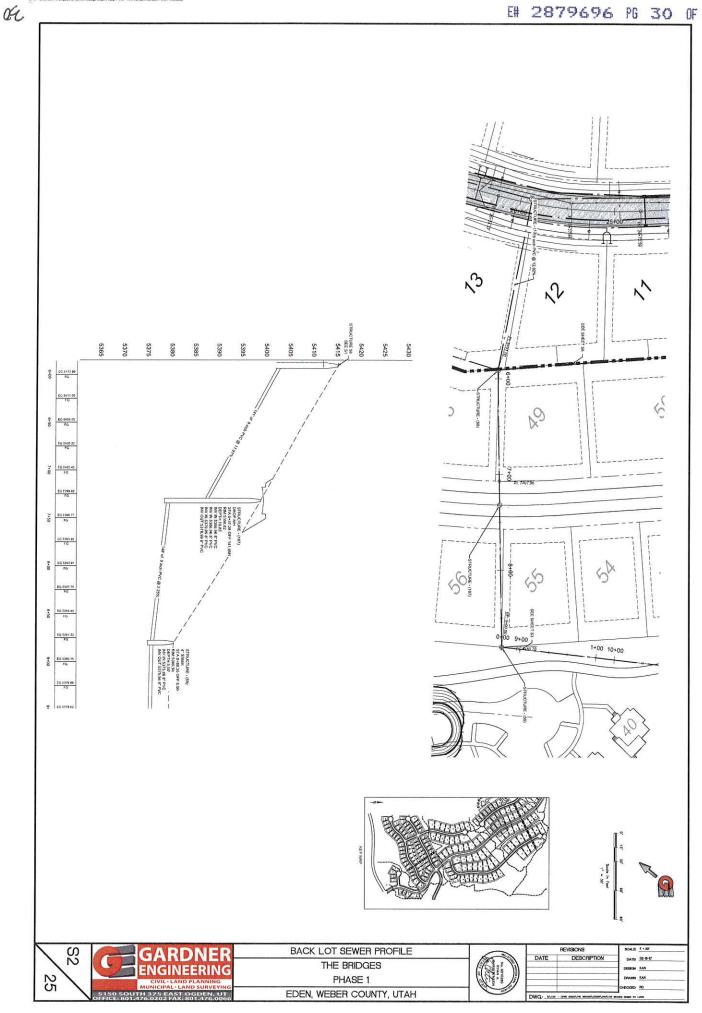


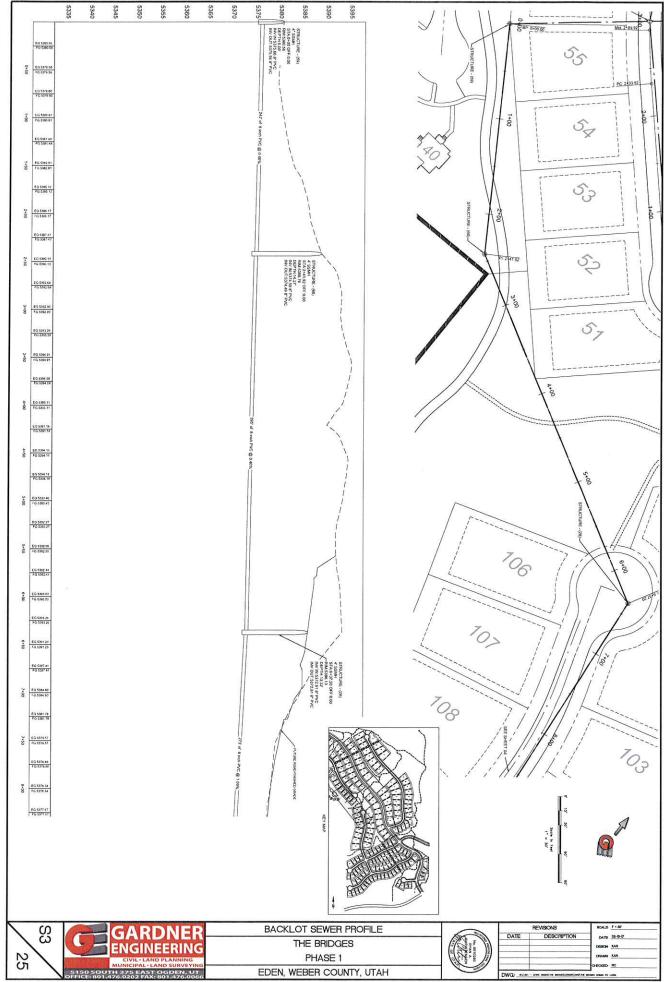
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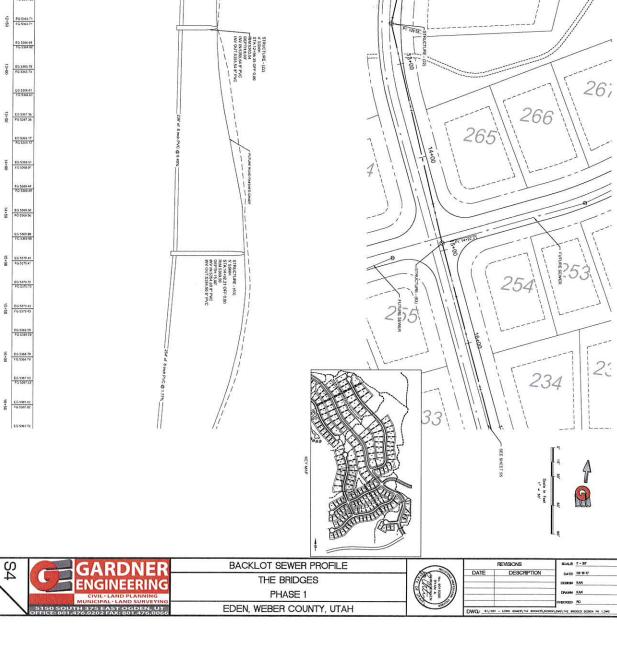


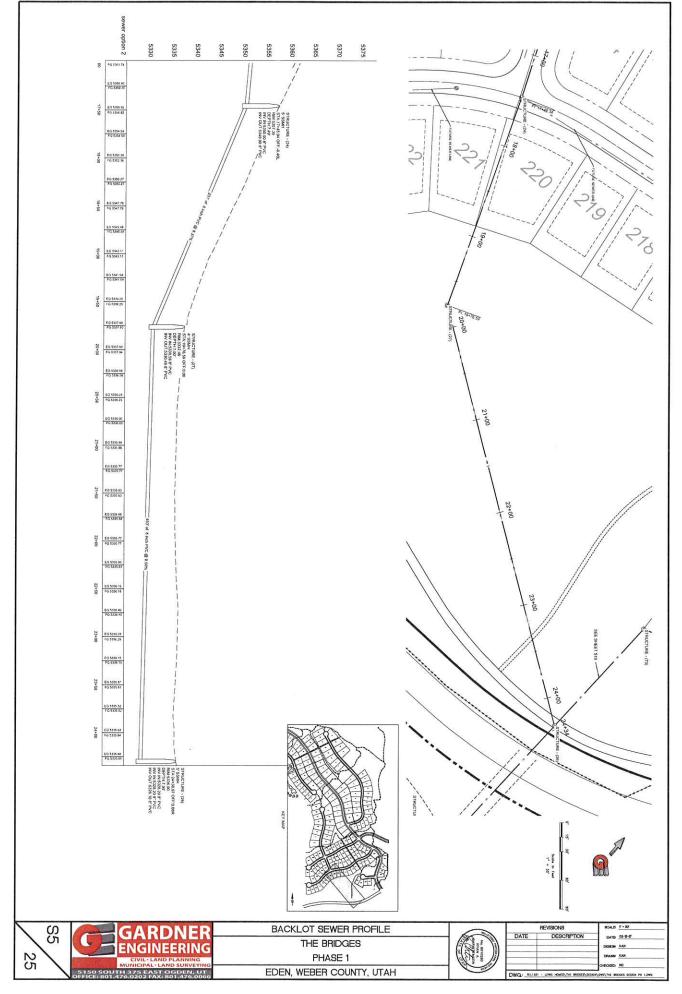
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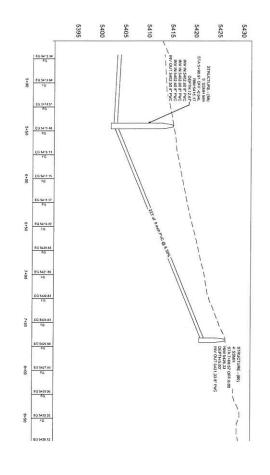
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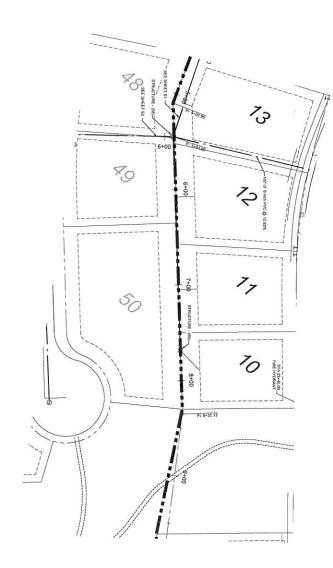
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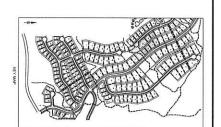










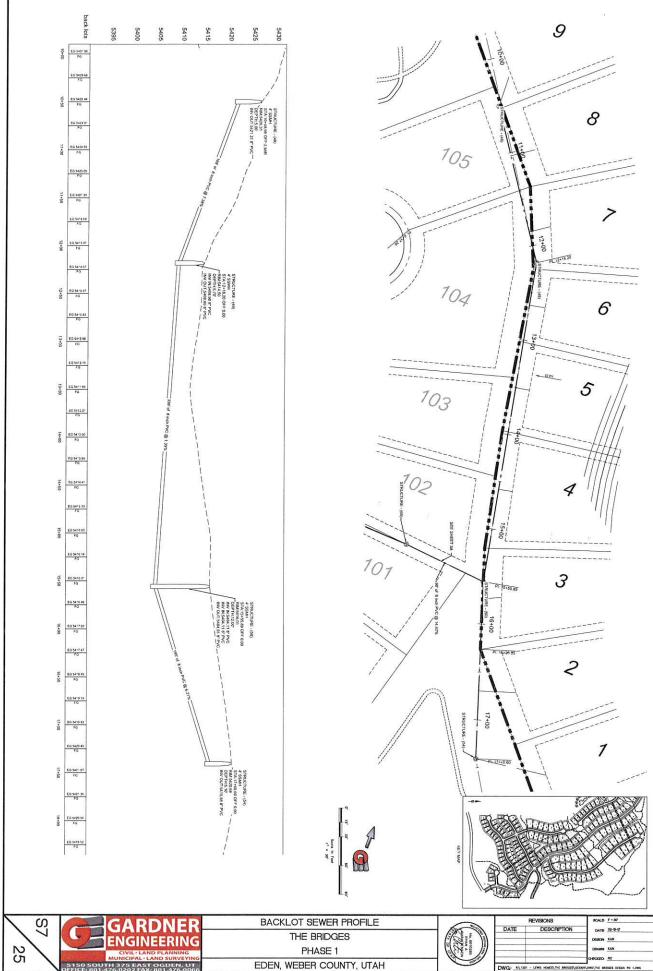


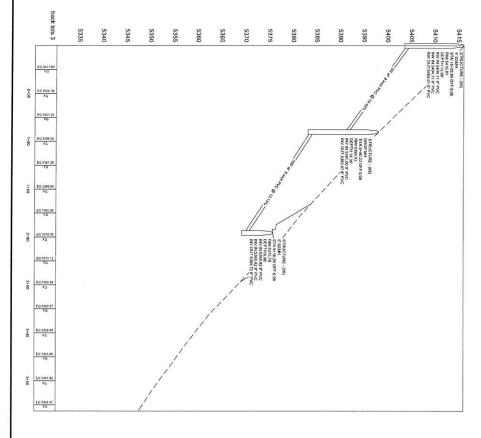


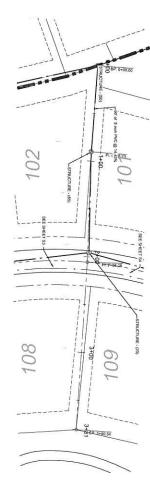
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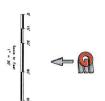


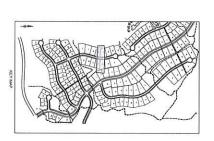
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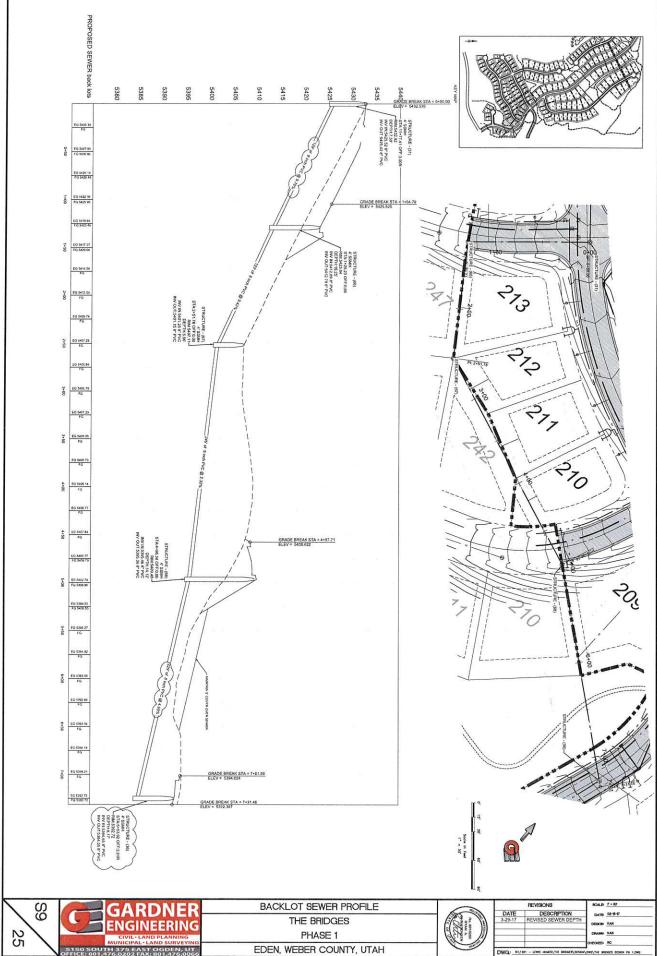


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Exhibit C: Reserved for Escrow Certificate or Letter of Credit

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:

20715

Project Name:

Mountainside PRUD Phase I

Eden, Utah 84310

Amount (USD):

\$834,255.00

Expiration Date:

September 14, 2019

WEBER COUNTY:

We hereby establish this Irrevocable Standby Letter of Credit No. 20715 (the "LOC"), in favor of Weber County (the "County"), for the Account of The Bridges Holding Company, LLC up to an aggregate amount of Eight Hundred Thirty-Four Thousand Two Hundred Fifty-Five U.S. Dollars (\$834,255.00) 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. 20715, dated September 14, 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 #20715 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

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