

III. On Track Safety

Contractor is responsible for compliance with the Federal Railroad Administration's Roadway Worker Protection regulations – 49CFR214, Subpart C and Railroad's On-Track Safety rules. Under 49CFR214, Subpart C, railroad contractors are responsible for the training of their employees on such regulations. In addition to the instructions contained in Roadway Worker Protection regulations, all employees must:

- (i) Maintain a distance of twenty-five (25) feet to any track unless the Railroad Representative is present to authorize movements.
- (ii) Wear an orange, reflectorized workwear approved by the Railroad Representative.
- (iii) Participate in a job briefing that will specify the type of On-Track Safety for the type of work being performed. Contractor must take special note of limits of track authority, which tracks may or may not be fouled, and clearing the track. Contractor will also receive special instructions relating to the work zone around machines and minimum distances between machines while working or traveling.

IV. Equipment

- A. It is the responsibility of Contractor to ensure that all equipment is in a safe condition to operate. If, in the opinion of the Railroad Representative, any of Contractor's equipment is unsafe for use, Contractor shall remove such equipment from Railroad's property. In addition, Contractor must ensure that the operators of all equipment are properly trained and competent in the safe operation of the equipment. In addition, operators must be:
 - Familiar and comply with Railroad's rules on lockout/tagout of equipment.
 - Trained in and comply with the applicable operating rules if operating any hy-rail equipment on-track.
 - Trained in and comply with the applicable air brake rules if operating any equipment that moves rail cars or any other railbound equipment.
- B. All self-propelled equipment must be equipped with a first-aid kit, fire extinguisher, and audible back-up warning device.
- C. Unless otherwise authorized by the Railroad Representative, all equipment must be parked a minimum of twenty-five (25) feet from any track. Before leaving any equipment unattended, the operator must stop the engine and properly secure the equipment against movement.
- D. Cranes must be equipped with three orange cones that will be used to mark the working area of the crane and the minimum clearances to overhead powerlines.

V. General Safety Requirements

- A. Contractor shall ensure that all waste is properly disposed of in accordance with applicable federal and state regulations.
- B. Contractor shall ensure that all employees participate in and comply with a job briefing conducted by the Railroad Representative, if applicable. During this briefing, the Railroad Representative will specify safe work procedures, (including On-Track Safety) and the potential hazards of the job. If any employee has any questions or concerns about the work, the employee must voice them during the job briefing. Additional job briefings will be conducted during the work as conditions, work procedures, or personnel change.
- C. All track work performed by Contractor meets the minimum safety requirements established by the Federal Railroad Administration's Track Safety Standards 49CFR213.
- D. All employees comply with the following safety procedures when working around any railroad track:

- (i) Always be on the alert for moving equipment. Employees must always expect movement on any track, at any time, in either direction.
 - (ii) Do not step or walk on the top of the rail, frog, switches, guard rails, or other track components.
 - (iii) In passing around the ends of standing cars, engines, roadway machines or work equipment, leave at least 20 feet between yourself and the end of the equipment. Do not go between pieces of equipment if the opening is less than one car length (50 feet).
 - (iv) Avoid walking or standing on a track unless so authorized by the employee in charge.
 - (v) Before stepping over or crossing tracks, look in both directions first.
 - (vi) Do not sit on, lie under, or cross between cars except as required in the performance of your duties and only when track and equipment have been protected against movement.
- E. All employees must comply with all federal and state regulations concerning workplace safety.

EXHIBIT "B"
To
ROAD CONSTRUCTION AGREEMENT

BLM ROW

[See Attached]

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

RIGHT-OF-WAY GRANT/TEMPORARY USE PERMIT

Issuing Office
SALT LAKE FILED OFFICE

Serial Number
UTU-092432

1. A (right-of-way) (permit) is hereby granted pursuant to:

- a. Title V of the Federal Land Policy and Management Act of October 21, 1976 (90 Stat. 2776, 43 U.S.C. 1761);
- b. Section 28 of the Mineral Leasing Act of 1920, as amended (30 U.S.C. 185).
- c. Other (describe) _____

2. Nature of Interest

- a. By this instrument, the holder TOOELE COUNTY, 47 SO. MAIN ST., TOOELE, UT 84074 receives a right to construct, operate, maintain, and terminate a ACCESS ROAD on public lands (or Federal land for MLA Rights-of-Way) described as follows:

T. 2 S. R. 4 W., SALT LAKE MERIDIAN, UT

SECTION 11, PORTIONS OF THE SW 1/4NE1/4, E1/2SW1/4, NW1/4SE1/4.

- b. The right-of-way or permit area granted herein is 84 feet wide, 3,890 feet long and contains 7.50 acres, more or less. If a site type facility, the facility contains _____ acres.
- c. This instrument shall terminate on 01/01/9999, N/A years from its effective date unless, prior thereto, it is relinquished, abandoned, terminated, or modified pursuant to the terms and conditions of this instrument or of any applicable Federal law or regulation.
- d. This instrument may may not be renewed. If renewed, the right-of-way or permit shall be subject to the regulations existing at the time of renewal and any other terms and conditions that the authorized officer deems necessary to protect the public interest.
- e. Notwithstanding the expiration of this instrument or any renewal thereof, early relinquishment, abandonment, or termination, the provisions of this instrument, to the extent applicable, shall continue in effect and shall be binding on the holder, its successors or assigns, until they have fully satisfied the obligations and/or liabilities accruing herein before or on account of the expiration, or prior termination, of the grant.

(Continued on page 2)

3. Rental:

For and in consideration of the rights granted, the holder agrees to pay the Bureau of Land Management fair market value rental as determined by the authorized officer unless specifically exempted from such payment by regulation. Provided, however, that the rental may be adjusted by the authorized officer, whenever necessary, to reflect changes in the fair market rental value as determined by the application of sound business management principles, and so far as practicable and feasible, in accordance with comparable commercial practices.

4. Terms and Conditions:

- a. This grant or permit is issued subject to the holder's compliance with all applicable regulations contained in Title 43 Code of Federal Regulations parts 2800 and 2880.
- b. Upon grant termination by the authorized officer, all improvements shall be removed from the public lands within _____ days, or otherwise disposed of as provided in paragraph (4)(d) or as directed by the authorized officer.
- c. Each grant issued pursuant to the authority of paragraph (1)(a) for a term of 20 years or more shall, at a minimum, be reviewed by the authorized officer at the end of the 20th year and at regular intervals thereafter not to exceed 10 years. Provided, however, that a right-of-way or permit granted herein may be reviewed at any time deemed necessary by the authorized officer.
- d. The stipulations, plans, maps, or designs set forth in Exhibit(s) Exhibits A (Stops) B (Map), dated JULY 2017, attached hereto, are incorporated into and made a part of this grant instrument as fully and effectively as if they were set forth herein in their entirety.
- e. Failure of the holder to comply with applicable law or any provision of this right-of-way grant or permit shall constitute grounds for suspension or termination thereof.
- f. The holder shall perform all operations in a good and workmanlike manner so as to ensure protection of the environment and the health and safety of the public.

IN WITNESS WHEREOF, The undersigned agrees to the terms and conditions of this right-of-way grant or permit

Wade B. Brown
(Signature of Holder)

Commissioner
(Title)

15 SEPTEMBER 2017
(Date)

Mark Presto
(Signature of Authorized Officer)

Field Manager
(Title)

9 / 22 / 17
(Effective Date of Grant)

1. The holder shall survey and clearly mark the exterior limits of the ROW.
2. The holder shall limit all activities associated with the construction, operation, maintenance, and termination of the ROW to 84 feet by 3,890 feet, including running surface and borrow pits. Use of vehicles or equipment outside the 84-foot by 3,890-foot disturbance zone is strictly prohibited. Any violations of this stipulation shall be grounds for termination of the ROW.
3. The holder shall designate in writing a representative who shall have the authority to act upon and to implement instructions from the authorized officer. The holder's representative shall be available for communication with the authorized officer within a reasonable time when construction or other surface-disturbing activities are under way.
4. If construction, maintenance or reclamation activities occur within the long-billed curlew breeding season (April 1 to July 31), surveys should occur within a 500 meter radius of the Project Area no more than 7-10 days prior to project initiation. Curlew surveys will be performed by a qualified wildlife biologist and a report of the survey results will be provided to the BLM.
 - a. If no long-billed curlews are found nesting in the Project Area, then project activities may proceed as planned.
 - b. If long-billed curlews are present and nesting in the Project Area, the nests will be flagged and avoided by 500 meters until the nests are no longer active.
 - c. If nests cannot be avoided, or if take as defined by the Migratory Bird Treaty Act is likely to occur, the project proponent must contact the U.S. Fish and Wildlife Service's Utah Field Office (801.975.3330) or the Migratory Bird Permit Office (303.236.8171) for guidance on appropriate avoidance, minimization, and mitigation measures. Any exceptions to this requirement must have prior written approval from the authorized officer.
5. All construction, operation, maintenance, and termination practices shall be in accordance with safe and proven engineering practices.
6. The road improvements authorized by this grant shall be constructed and maintained in accordance with the BLM standards prescribed in BLM Manual 9113 (BLM 2015a).
7. No construction, operation, or routine maintenance activities shall be performed during periods when the soil is too wet to adequately support construction equipment. If such equipment creates ruts in excess of 4 inches deep, the soil shall be deemed too wet to adequately support construction equipment.
8. The holder shall meet federal, state, and local emission standards for air quality.
9. The holder shall furnish and apply water or other means satisfactory to the authorized officer for dust control.

10. The holder shall be responsible for weed control on disturbed areas within the limits of the ROW. The holder is responsible for consultation with the authorized officer, local authorities, or both for acceptable weed control methods. The ROW area should be sprayed for weeds annually. In addition, the holder shall ensure that vehicles using the road be cleaned of all caked mud, dust, and plant material before entering the ROW area.
11. Use of pesticides shall comply with the applicable Federal and state laws. Pesticides shall be used only in accordance with their registered uses and within limitations imposed by the Secretary of the Interior. Prior to the use of pesticides, the holder shall obtain from the authorized officer written approval of a plan showing the type and quantity of material to be used, pest(s) to be controlled, method of application, location of storage and disposal of containers, and any other information deemed necessary by the authorized officer. Emergency use of pesticides shall be approved in writing by the authorized officer prior to such use.
12. If during any phase of construction, operation, maintenance or termination any oil or other pollutant should be discharged from containers or vehicles and impact Federal lands, the control and total removal, disposal, and cleanup of such oil or other pollutant, wherever found, shall be the responsibility of the holder, regardless of fault. Upon failure of holder to control, cleanup, or dispose of such discharge on or affecting Federal lands, or to repair all damages to Federal lands resulting therefrom, the authorized officer may take such measures as he deems necessary to control and cleanup the discharge and restore the area, including, where appropriate, the aquatic environment and fish and wildlife habitats, at the full expense of the holder. Such action by the authorized officer shall not relieve the holder of any liability or responsibility.
13. Any cultural and/or paleontological resource (historic or prehistoric site or object) discovered by the holder, or any person working on his behalf, on public or Federal land shall be immediately reported to the authorized officer. The holder shall suspend all operations in the immediate area of such discovery until written authorization to proceed is issued by the authorized officer. An evaluation of the discovery will be made by the authorized officer to determine appropriate actions to prevent the loss of significant cultural or scientific values. The holder will be responsible for the cost of evaluation and any decision as to proper mitigation measures will be made by the authorized officer after consulting with the holder. A qualified cultural monitor will be present during construction activities.
14. The holder shall protect all survey monuments found within the right-of-way. Survey monuments include, but are not limited to, General Land Office and Bureau of Land Management Cadastral Survey Corners, reference corners, witness points, U.S. Coastal and Geodetic benchmarks and triangulation stations, military control monuments, and recognizable civil (both public and private) survey monuments. In the event of obliteration or disturbance of any of the above, the holder shall immediately report the incident, in writing, to the authorized officer and the respective installing authority if known. Where General Land Office or Bureau of Land Management right-of-way monuments or references are obliterated during operations, the holder shall secure the services of a registered land surveyor or a Bureau cadastral surveyor to restore the

disturbed monuments and references using surveying procedures found in the Manual of Surveying Instructions for the Survey of the Public Lands in the United States, latest edition. The holder shall record such survey in the appropriate county and send a copy to the authorized officer. If the Bureau cadastral surveyors or other Federal surveyors are used to restore the disturbed survey monument, the holder shall be responsible for the survey cost.

15. The holder or its contractors will notify the BLM of any fires and comply with all rules and regulations administered by the BLM concerning the use, prevention and suppression of fires on federal lands, including any fire prevention orders that may be in effect at the time of the permitted activity. The holder or its contractors may be held liable for the cost of fire suppression, stabilization and rehabilitation. In the event of a fire, personal safety will be the first priority of the holder or its contractors. The holder or its contractors will:
 - a. Operate all internal and external combustion engines on federally managed lands per 36 CFR 261.52, which requires all such engines to be equipped with a qualified spark arrester that is maintained and not modified.
 - b. Carry shovels, water, and fire extinguishers that are rated at a minimum as ABC - 10 pound on all equipment and vehicles. If a fire spreads beyond the suppression capability of workers with these tools, all will cease fire suppression action and leave the area immediately via pre-identified escape routes.
 - c. Initiate fire suppression actions in the work area to prevent fire spread to or on federally administered lands.
 - d. Notify the Northern Utah Interagency Fire Center (801) 908-1901 (or 911) immediately of the location and status of any escaped fire.
16. The holder shall comply with all federal, state, and local regulations whether or not specifically mentioned in this grant.
17. The holder shall maintain the right-of-way area in a sanitary condition at all times; waste materials at those sites shall be disposed of promptly at an appropriate waste disposal site. "Waste" means all discarded matter including, but not limited to, human waste, trash, garbage, refuse, oil drums, petroleum products, ashes, and equipment. In addition, the holder will be responsible to clean area adjacent to road cover by litter from past activities in the right-of-way area.
18. The holder is strictly prohibited from storing, or disposing of any toxic or hazardous substance on the right-of-way area.
19. In the event that the public land underlying the right-of-way (ROW) encompassed in this grant, or a portion thereof, is transferred out of Federal ownership and administration of the ROW or the land underlying the ROW is not reserved to the United States in the patent/deed/ and/or the United States waives any right it has to administer the ROW, or portion thereof, within the conveyed land under Federal laws, statutes, and regulations,

including the regulations at 43 CFR Part 2800, including any right to have the holder apply to BLM for amendments, modifications or assignments and for the BLM to approve or recognize such amendments, modifications or assignments. At the time of conveyance, the patentee/grantee, and their successors and assigns, shall succeed to the interests of the United States in all matters relating to the right-of-way, or portion thereof, within the conveyed land and shall be subject to applicable State and local government laws, statutes, and ordinances. After conveyance, any disputes concerning compliance with the use and the terms and conditions of the ROW shall be considered a civil matter between the patentee/grantee and the ROW holder.

**Foothill Drive Rail Crossing
Tooele County Road Right-of-Way UTU-092432**

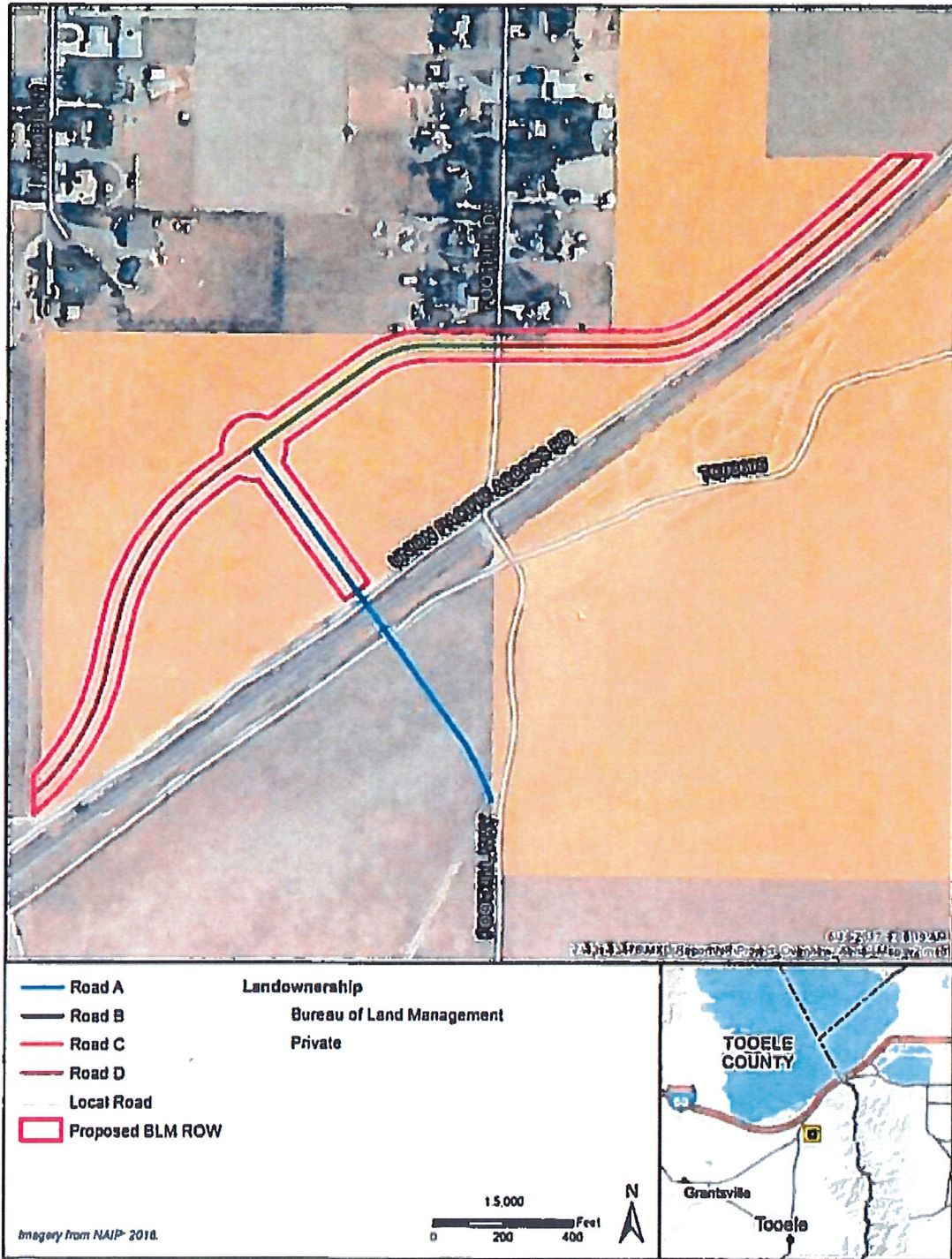


EXHIBIT B

EXHIBIT "C"

To

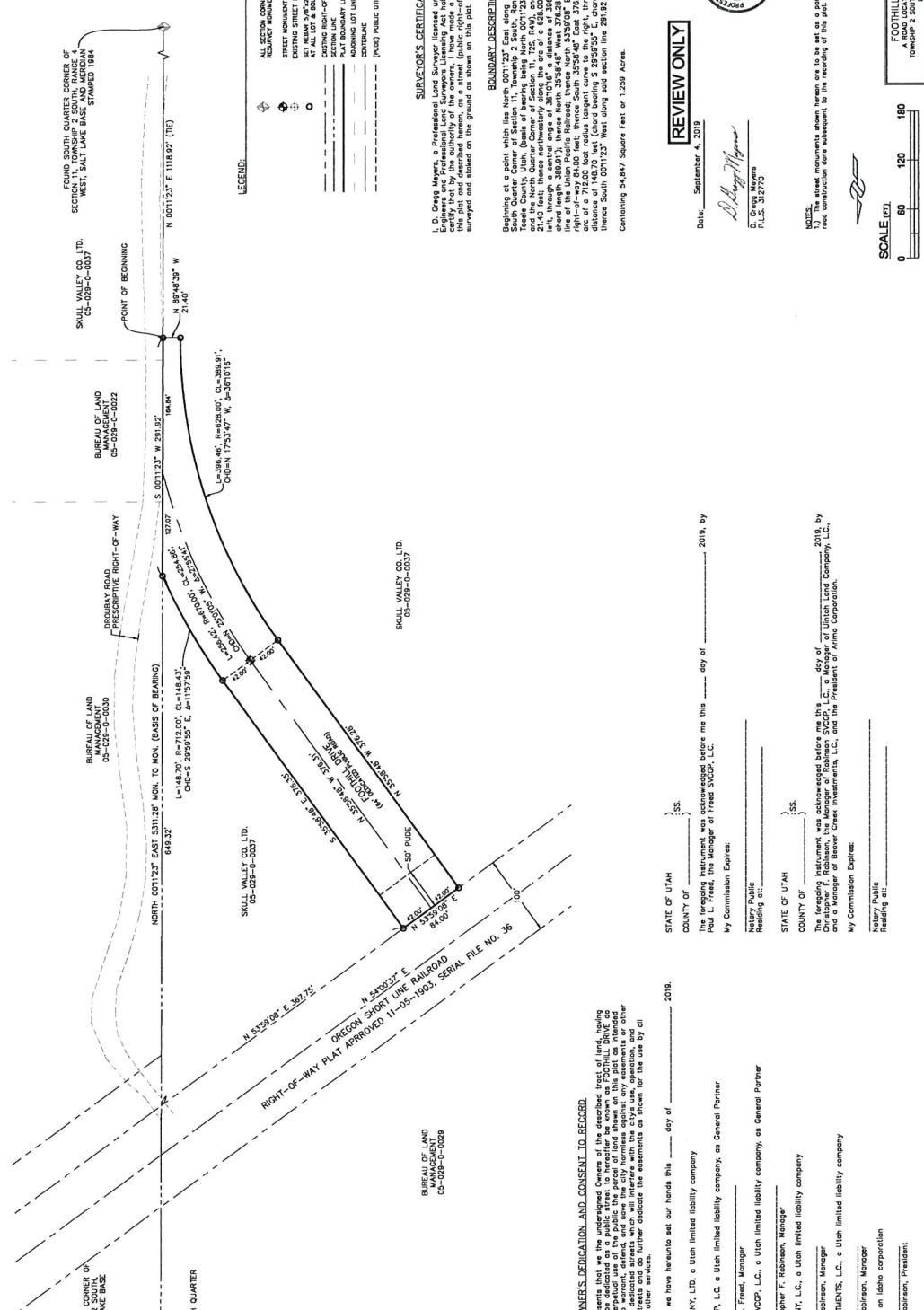
ROAD CONSTRUCTION AGREEMENT

DEDICATION PLAT

[See Attached]

FOOTHILL DRIVE ROAD DEDICATION PLAT

A ROAD LOCATED IN THE SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP 2 SOUTH, RANGE 4 WEST, SALT LAKE BASE AND MERIDIAN, LAKE POINT, TOOELE COUNTY, UTAH



SURVEYOR'S CERTIFICATE
 I, D. Greg Meyer, a Professional Land Surveyor licensed under Title 36, Chapter 22, Professional Land Surveyors, State of Utah, do hereby certify that the above plat was lawfully prepared and that I have made a survey of the tract of land shown on this plat and described herein, on a street (public right-of-way) and that the same has been surveyed and staked on the ground as shown on this plat.

BOUNDARY DESCRIPTION
 Beginning at a point which lies North 001°12'3" East along the section line 1,118.92 feet from the Section Line in the Northwest Quarter of Section 11, Township 2 South, Range 4 West, Salt Lake Base and Meridian, Tooele County, Utah, (Point of Beginning being North 001°12'3" East between the South Quarter Corner and the North Quarter Corner of Section 11, T2S, R4W), and running thence North 89°48'39" West along the section line 71.40 feet to the Point of Beginning; thence South 05°02'40" West along the section line 400.00 feet to the Point of Beginning; thence North 001°12'3" East along the section line 1118.92 feet to the Point of Beginning; thence South 001°12'3" West along the section line 291.92 feet to the point of beginning. Containing 54,947 Square Feet or 1.259 Acres.



DATE: September 4, 2019

D. Greg Meyer
 D. Greg Meyer
 P.L.S. 312770

REVIEW ONLY

By: _____
 By: _____

APPROVED BY:

TOOELE COUNTY ENGINEERING	TOOELE COUNTY SURVEY DEPARTMENT	TOOELE COUNTY TREASURER	TOOELE COUNTY ATTORNEY	DEPARTMENT OF COMMUNITY DEVELOPMENT
APPROVED THIS DAY OF _____, 2018	APPROVED THIS DAY OF _____, 2018	APPROVED THIS DAY OF _____, 2018	APPROVED AS TO FORM THIS DAY OF _____, 2018	APPROVED AS TO FORM THIS DAY OF _____, 2018

SCALE (FT)

0 60 120 180

RECORD ONLY

FOOTHILL DRIVE ROAD DEDICATION PLAT
 TOWNSHIP 2 SOUTH, RANGE 4 WEST, SALT LAKE BASE AND MERIDIAN, LAKE POINT, TOOELE COUNTY, UTAH

RECORDED ENTRY NO. _____
 RECEIVED BY _____
 DATE _____

TOOELE COUNTY RECORDER
 Date 09/04/2019 Page # 3484 of 1

PBBINGHAM ENGINEERING
 Design: _____
 Drawn: _____
 (801) 261-2350 www.pbbe.com

OWNERS' DEDICATION AND CONSENT TO RECORD

Know all by these presents that we the undersigned Owners of the described tract of land, having caused the same to be dedicated as a public street, to transfer its known as FOOTHILL DRIVE, do hereby dedicate the same as a public street to the City of Lake Point, Utah, for public use, and do hereby agree to maintain, defend, and save the City harmless against city easements or other encumbrances on the dedicated streets which will interfere with the City's use, operation, and maintenance of the same.

IN WITNESS WHEREOF, we have hereto set our hands this _____ day of _____, 2018.

- SKULL VALLEY COMPANY, LTD., a Utah limited liability company, as General Partner
 By: Paul L. Frank, Manager
- ROBINSON SVCPD, L.C., a Utah limited liability company, as General Partner
 By: Christopher F. Robinson, Manager
- LINKAM LAND COMPANY, L.C., a Utah limited liability company
 By: Christopher F. Robinson, Manager
- BEAVER CREEK INVESTMENTS, L.C., a Utah limited liability company
 By: Christopher F. Robinson, Manager
- ARMO CORPORATION, an Idaho corporation
 By: Christopher F. Robinson, President

STATE OF UTAH
 COUNTY OF _____, SS:
 Paul L. Frank, the Manager of SKULL VALLEY COMPANY, LTD., do hereby certify that the foregoing instrument was acknowledged before me this _____ day of _____, 2018, by _____ and _____, the Owners of the above described property, and a Manager of Beaver Creek Investments, L.C., and the President of Armo Corporation.
 My Commission Expires: _____

STATE OF UTAH
 COUNTY OF _____, SS:
 D. Greg Meyer, a Professional Land Surveyor, do hereby certify that the foregoing instrument was acknowledged before me this _____ day of _____, 2018, by _____ and _____, the Owners of the above described property, and a Manager of Beaver Creek Investments, L.C., and the President of Armo Corporation.
 My Commission Expires: _____

EXHIBIT "D"

To

ROAD CONSTRUCTION AGREEMENT

LETTER OF CREDIT

[See Attached]



1215 Pier View Dr
Idaho Falls, ID 83402-4966
Voice: 208.552.2300 Fax: 208.552.2305

**IRREVOCABLE LETTER OF CREDIT
(For Saddleback Partners, L.C.)**

To: TOOELE COUNTY
47 South Main Street
Tooele, Utah 84074

Date: _____, 20__
Letter of Credit No. _____

Gentlemen:

Northwest Farm Credit Services, FLCA, (the "Bank"), hereby establishes an irrevocable letter of credit (the "Letter of Credit") in favor of **Tooele County**, a body corporate and politic of the State of Utah, located at 47 South Main Street, Tooele, Utah, 84074 (the "Beneficiary") for the account of **Saddleback Partners, L.C.**, a Utah limited liability company, whose address is 925 West 100 North, Suite F, P.O. Box 540478, North Salt Lake, Utah, 84054, (the "Developer") in the aggregate amount of **Twenty-Seven Thousand Four Hundred Eighty and 00/100 Dollars (\$27,480.00)** (the "Commitment Amount").

This Letter of Credit expires on _____, 202__ (the "Expiration Date").

Demands and documents must be presented to Bank by Beneficiary on or before the Expiration Date. Up to the Commitment Amount is available to Beneficiary upon receipt by Bank at the address shown above of a certificate, in form and content substantially the same as Exhibit "1" attached hereto (the "Certificate"), signed by an authorized representative of Beneficiary. The Bank will honor amounts demanded in such Certificate(s) up to the Commitment Amount. The Bank will duly honor one or more such Certificates whenever received by us on the business day following our receipt of such Certificates, if presented prior to the Expiration Date.

This Letter of Credit is to guarantee the one year warranty of the installation and completion, according to Beneficiary's Subdivision Ordinance and the Agreement for Subdivision Improvements (the "Improvement Agreement"), between the Beneficiary and the Developer, which Improvement Agreement is attached hereto as Exhibit "2" and by reference is made a part hereof, for those improvements (the "Improvements") described in the Improvement Agreement to be installed and completed on the following described tract(s) of land in Tooele County, Utah, to-wit:

Foothill Crossing Realignment

The Bank hereby covenants and agrees that it will not terminate earlier than the Expiration Date or release the proceeds of the Letter of Credit to any person, firm, or corporation (other than as is herein provided) without the express written consent and direction of Beneficiary, and that if the Improvements are not satisfactorily repaired, replaced, and/or completed, according to Ordinance or the Improvement Agreement, within one (1) year from the date hereof, that the Bank will, upon demand made prior to the Expiration Date, deliver up to the Commitment Amount to Beneficiary for the sole purpose of repairing, replacing, and/or completing all of the Improvements, and the Beneficiary shall return to the Bank any and all funds which may prove to be in excess of the actual cost to the Beneficiary to make and/or complete the Improvements.

This Letter of Credit is issued subject to the Uniform Customs and Practices for Documentary Credits, as most recently published by the International Chamber of Commerce at the time of issuance of this Letter of Credit.

It is further understood and agreed that all matters concerning this agreement shall be subject to the pertinent provisions of the Improvement Agreement and Beneficiary's Subdivision Ordinance.

Dated: _____, 20__

NORTHWEST FARM CREDIT SERVICES, FLCA

By _____

Print Name: _____

Title: Authorized Agent

EXHIBIT "1"

**CERTIFICATE OF DEMAND
UNDER LETTER OF CREDIT NO. _____
(Saddleback Partners, L.C.)
(Foothill Crossing Realignment)**

[See Attached]

TOOELE COUNTY
47 South Main Street
Tooele, UT 84074

To: Northwest Farm Credit Services, FLCA
Attention: Eric Gray
1215 Pier View Drive
Idaho Falls, ID 83402-4966

_____, an authorized agent of Tooele County, Utah ("Beneficiary") hereby certify to Northwest Farm Credit Services, PCA, with reference to the account of Saddleback Partners, L.C., a Utah limited liability company, whose address is 925 West 100 North, Suite F, P.O. Box 540478, North Salt Lake, UT, 84054 (the "Account Party"), pursuant to that certain Letter of Credit No. _____, with a Commitment Amount of **Twenty-Seven Thousand Four Hundred Eighty and 00/100 Dollars (\$27,480.00)**, or as amended, issued in favor of Beneficiary, that under the terms specified in that certain Agreement For Subdivision Improvements for the *FOOTHILL CROSSING REALIGNMENT* between Beneficiary and the Account Party, that _____ dollars (\$_____) are now due, which amount you are hereby directed to send to Beneficiary by wire transfer pursuant to the following wiring instructions:

IN WITNESS WHEREOF, Beneficiary has executed and delivered this Certificate on this ____ day of _____, 20__.

TOOELE COUNTY, a body corporate and
politic of the State of Utah

ATTEST:

By: _____
Print Name: _____
Title: _____

TOOELE COUNTY CLERK

[S E A L]

EXHIBIT "2"

**AGREEMENT FOR SUBDIVISION IMPROVEMENTS
[Foothill Crossing Realignment]**

[SEE ATTACHED]

**AGREEMENT
FOR
SUBDIVISION IMPROVEMENTS
(Letter of Credit)**

THIS AGREEMENT (the "Agreement") is made and executed effective as of the ____ day of _____, 20__, by and between **SADDLEBACK PARTNERS, L.C.**, a Utah limited liability company, ("Saddleback"), whose address is 925 West 100 North, Suite F, P.O. Box 540478, North Salt Lake, UT, 84504, and **TOOELE COUNTY**, a body politic and corporate of the State of Utah, ("County"), whose address is 47 South Main Street, Room 213, Tooele, Utah, 84074. Saddleback and the County are individually referred to herein as a "Party" and collectively as the "Parties".

WITNESSETH:

THAT, WHEREAS, the Saddleback and the County have entered into that certain Road Construction Agreement dated _____, 2019, (the "Road Agreement") by which Saddleback has agreed to construct Roads A and B (as defined in the Road Agreement) and has agreed to execute and deliver to the County the Road ROW Plat (as defined in the Road Agreement) as part of the Foothill Crossing Realignment (as defined in the Road Agreement); and

WHEREAS, the Saddleback has substantially completed the construction and installation ("Substantial Completion") of Roads A and B (collectively, the "Improvements") required by law and the County has conditionally accepted the Improvements as having achieved Substantial Completion;

WHEREAS, the County is ready to file for recordation the Road ROW Plat in the Offices of the Tooele County Recorder; and

WHEREAS, as required under the Road Agreement, Saddleback has agreed to provide the Letter of Credit (as defined in the Road Agreement) with the County as a financial assurance for the purpose of warranting the materials and workmanship of the Improvements for one year following Substantial Completion Date (defined below); and

NOW, THEREFORE, in consideration of the mutual promises, terms and conditions

hereof, the parties agree as follows:

1. As of the date of this Agreement, the County hereby conditionally accepts the Improvements and conditionally stipulates that the Saddleback has achieved Substantial Completion of the Improvements. The date of this Agreement is therefore also deemed the "Substantial Completion Date". The Improvements are those required by law and County rules and regulations and as set forth in the "Description of Improvements" attached hereto as Exhibit "A", which Exhibit is made a part of this Agreement by this reference thereto.

2. The Saddleback agrees that the Improvements that it has installed and constructed, and every part thereof, will remain in good condition for a period of one (1) year after the Substantial Completion Date (the "One Year Warranty"), and Saddleback hereby agrees to make all repairs to and maintain the Improvements, and every part thereof, in good condition during the One Year Warranty period at no cost to the County. It is further agreed and understood that the identifying necessity for repairs and maintenance of the work rests with the County Engineer, whose decision upon the matter shall be final and binding upon the Saddleback, and the guaranty hereby stipulated shall extend to and include, but shall not be limited to the entire street, subgrade, base, and surface and all backfill and compacting as well as the working surface, gutters, sidewalks, horse paths, culverts, driveway access and other accessories that are or may be affected by the construction operations. Whenever during the One Year Warranty period in the judgment of the County Engineer, said work shall be in need of repairs, maintenance, or rebuilding, he shall cause a written notice to be served the Saddleback, and thereupon the Saddleback shall undertake and complete such repairs, maintenance or rebuilding. If the Saddleback fails to timely complete the repairs, maintenance or rebuilding, the County shall have such repairs made and the cost of such repairs shall be reimbursed to the County from the Letter of Credit, or if the Letter of Credit is insufficient to pay for said work, by the Saddleback.

3. In addition to making the foregoing covenants, the Saddleback has obtained the Letter of Credit for the above-referenced sum as a financial assurance as

required by law for the purpose of guaranteeing the One Year Warranty of the Improvements. The Letter of Credit is established by Northwest Farm Credit Services, PCA (the "Bank"), No. _____, in the amount of Twenty-Seven Thousand Four Hundred Eighty and 00/100 Dollars (\$27,480.00). The Letter of Credit is to be established in favor of the County to the account of the Saddleback, a copy of which is attached hereto and is made a part of this Agreement, as to all of its provisions by this reference thereto.

4. The Saddleback hereby assigns and sets over to the County all of the right, title and interest of the Saddleback in the full proceeds of the Letter of Credit and does hereby also transfer and assign to the County the right to make demand and collect from the Bank the proceeds thereof in the event of any default or non-compliance in the performance for which this Letter of Credit is posted and filed.

5. In the event of default or non-compliance with the provisions hereof by the Saddleback, it is agreed the County may demand the proceeds of the Letter of Credit and collect the same from the Bank. Upon such collection, the County may use and expend said proceeds for the sole purpose of repairing, replacing and/or completing the Improvements or causing the same to be done, and, the County shall return to the Saddleback any and all funds which may prove to be in excess of the actual cost to the County to repair, replace and/or complete the Improvements.

7. It is expressly understood, covenanted and agreed between the parties that the Letter of Credit and this Agreement and the acceptance thereof by the County shall not constitute a waiver or estoppel against the County and shall not relieve or be interpreted to relieve the Saddleback from the obligation to repair, replace, and/or complete and fully pay for the Improvements in or abutting the Subdivision named herein as required. Further, the Saddleback expressly covenants and agrees that in the event the County exercises the default or non-compliance provisions hereof and pursuant thereto collects the proceeds of the Letter of Credit and performs the repair, replacement, and/or completion of the Improvements required of the Saddleback hereunder, or causes the same to be done, that any and all costs incurred by the County in so doing will be paid by the Saddleback, including administrative, engineering and legal

fees and costs. If the amount collected by the County from the Letter of Credit on a default or non-compliance as aforesaid, is not sufficient to pay the total cost of construction and installation, the Saddleback also hereby expressly covenants and agrees to assume and pay all deficiency amounts that may occur.

9. Final inspection by the County Engineer shall be made after the One Year Warranty period and after all repair, replacement and/or completion work has been completed and before release of the Letter of Credit. All defects shall be corrected before acceptance by Tooele County. Final acceptance shall be in writing by the County after written approval is provided by the County Engineer. Upon final acceptance, the County shall release the Letter of Credit and/or refund to the Saddleback any funds drawn from the Letter of Credit in excess of the actual costs paid or incurred by the County pursuant to this Agreement.

10. The officer who signs this Agreement hereby certifies that this Agreement and the covenants represented thereby are duly authorized under the Certificate of Organization and Operating Agreement of the Saddleback.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK;
SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed this ____ day of _____, 20__.

TOOELE COUNTY

By: _____

Print: _____

Title: County Engineer

Approved as to form:

Tooele County Attorney

SADDLEBACK PARTNERS, L.C.,
a limited liability company

By: _____
Christopher F. Robinson, Manager

STATE OF UTAH §
 §
COUNTY OF TOOELE §

This instrument was acknowledged before me this ____ day of _____, 20__ by _____, the _____ of Tooele County, a body corporate and politic, on behalf of said entity.

Notary Public for the State of Utah

STATE OF UTAH §
 §
COUNTY OF TOOELE §

This instrument was acknowledged before me this ____ day of _____, 20__ by Christopher F. Robinson, the Manager of Saddleback Partners, L.C., a Utah limited liability company, on behalf of said entity.

Notary Public for the State of Utah

EXHIBIT "A"

"DESCRIPTION OF IMPROVEMENTS"

[SEE ATTACHED]



SUBDIVISION & DEVELOPMENT IMPROVEMENT COST ESTIMATE

This signed agreement must be accompanied with a Agreement for Subdivision Improvements and performance bond in a form that complies with the Tooele County Code and the Uniform Zoning Ordinance of Tooele County and is equal to the amount of the estimated constuction cost shown below

FOR Foothill Drive Roadway/Railroad Crossing Project SUBDIVISON/DEVELOPMENT

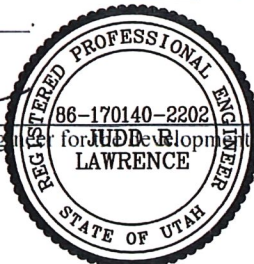
Improvement	Quantity	Unit	Unit price	Est. Cost
Road const.		LUMP		\$107,500
Road base and asphalt		SF		\$134,000
Signs and Striping		LUMP		BY COUNTY
Street monuments & boxes	6	EA	\$600	\$ 3,600
Cattle Guard	1	LUMP		BY COUNTY
Storm drainage		LUMP	10,200	\$ 10,200
Engineering/survey work		LUMP	19,500	\$ 19,500
Reclaim Existing Roads				BY COUNTY
Total financial assurance:				\$ 274,800

Sign inventory			
Type	Cost each	Quantity	Total
Street name	\$250.00		
Stop	\$250.00		
Speed limit	\$250.00		
Curve	\$250.00		
Yield	\$250.00		
Slow	\$250.00		
Children playing	\$250.00		
Dead end	\$250.00		
Total sign costs		\$ SIGNS TO BE FURNISHED BY COUNTY AT THE COUNTY'S EXPENSE	
Check #			
Date:		Receipt #	
Separate check for inspections by the Department of Engineering - at the rate of 3% of Financial Assurance total		\$ NO INSPECTION FEES TO BE CHARGED SINCE THE PROJECT IS COUNTY SPONSORED	
		Check #	
Date		Receipt #	

The above improvements shall be constructed in accordance with the requirements set forth by the Tooele County Department of Engineering. Compliance and conformance shall be determined by the Tooele County Department of Engineering. Dated this 30th day of August, 2019.

Approved as to the amount and estimate
Dated this 5 day of Sept., 2019.

Judd R. Lawrence
Signature and stamp of professional engineer



[Signature]
Director, Department of Engineering

Form approved 01/09/2006