

**LEHI CITY  
PLANNING DEPT.**

**99 WEST MAIN, STE. #100**      **DEVELOPMENT AGREEMENT**  
**SUNSET HOLLOW AT THANKSGIVING POINT, PLAT C**  
**LEHI, UTAH 84043**      **A PLANNED UNIT DEVELOPMENT PROJECT**

This Development Agreement is entered into as of this 3<sup>rd</sup> day of May,  
2007, by and among the owners and developers of the Sunset Hollow at Thanksgiving  
Point, Plat C, a Planned Unit Development, (hereinafter "Developer") and Lehi City

Corporation (the "City") as it relates to the development of a residential subdivision of real

property within the corporate Limits of Lehi City, Utah County, Utah

ENT 104692:2007 PG 1 of 18  
RANDALL A. COVINGTON  
UTAH COUNTY RECORDER  
2007 Jul 19 3:44 pm FEE 0.00 BY SW  
RECORDED FOR LEHI CITY CORPORATION

**RECITALS**

Whereas, the Developer has sought approval of a 60 unit Planned Unit Development  
Project designated as Sunset Hollow at Thanksgiving Point, Plat C, a copy of which is  
attached hereto as Exhibit A; and,

Whereas, the City Council has authorized the negotiation and adoption of  
Development Agreements under appropriate circumstances where the proposed  
development contains various features which advance the policies, goals and objectives of  
the City's General Land Use Plan, Capital Improvements Plan, Parks and Open Space  
Plan, and other land use objectives as well as the Capital Improvements Plan; and

Whereas, the developer is willing to modify the design of the project and voluntarily  
agrees to provide open space for the preservation of natural areas, parks and related  
purposes and other recreational facilities in order to promote the policies, goals and  
objectives of the City; and

Whereas, the City acting pursuant to its authority under Chapter 9 of Title 10 of the  
Utah Code, and in furtherance of its land use policies, goals, objectives, ordinances,

resolutions, and regulations has made certain determinations with respect to the density of the Planned Unit Development Project of Sunset Hollow at Thanksgiving Point, Plat C, and in the exercise of its legislative discretion, has elected to approve this Development Agreement.

Now therefore, in consideration of the mutual covenants, conditions and considerations as more fully set forth below, the Developer and the City hereby agree as follows:

1. The Developer shall create and approve restrictive covenants for the subject Planned Unit Development project which shall be approved by the City and shall be incorporated herein by reference and recorded together with this Development Agreement and the subject subdivision plats. Said restrictive covenants shall not be amended unless the proposed amendment is approved by Lehi City. The City shall be considered a beneficiary of said restrictive covenants and is hereby authorized to enforce the terms and provisions of the covenants through whatever means available and to the extent determined appropriate by the City. However, this agreement shall not be construed as placing a responsibility upon the City to enforce any of the restrictive covenants or requirements contained therein. Such enforcement shall be at the sole discretion of the City. (Exhibit B)

2. Developer has provided the required open space for this phase of the project as shown on the subdivision plat (Exhibit A). Developer shall provide landscaping and sprinkler system in the open space as per attached Exhibit C. Open Space is dedicated to and maintained by the Homeowners' Association. The Association will be responsible for payment of pressurized irrigation water serving all areas under its maintenance.

3. As a condition of building permit approval, a fee of \$1960.00 will be collected by

Lehi City as a bond to cover landscaping costs for individual lots and surrounding open areas within the project at the time each building permit is purchased. (See Exhibit D)

4. All roads within the project, with the exception of Garden Drive, will remain private and will be owned and maintained by the Homeowners Association.
5. Developer will comply with the Architectural Standards specified in Section 17.050 of the Lehi City Development Code. Approved elevations are attached as Exhibit E.
6. The proposed amenities for Sunset Hollow at Thanksgiving Point, satisfy the requirements of the Multi-Family Housing Development Standards of the Lehi City Development Code.
7. Developer expressly acknowledges and agrees that nothing in this Development Agreement shall be deemed to relieve the developer from the obligation to comply with all applicable requirements of the City necessary for approval and recordation of subdivision plats and site plans for the project, including the payment of fees in compliance with all other applicable ordinances, resolutions, regulations, policies and procedures of the City including but not limited to the City's Development Code Ordinances and Design Standards and Public Improvement Specifications.
8. This Development Agreement shall be recorded against the property as described in Exhibit A hereto and shall be deemed to run with the land and shall be binding on all successors and assigns of the developer in the ownership or development of any portion of the property.
9. Neither this Development Agreement nor any provisions, terms, or conditions hereof can be assigned to any other party, individual or entity without assigning the rights as well as the responsibilities under this Development Agreement and without the prior

written consent of the City, which shall not be unreasonably withheld. This requirement shall not apply to the sale of approved and platted lots within the subject subdivision.

10. This Development shall not create any joint venture, partnership, undertaking or business arrangement between the parties hereto, nor any rights or benefits to third parties.

11. If this Development Agreement or any of the exhibits hereto are breached, the party at fault agrees to pay attorney's fees and all costs of enforcement of the non-breaching party.

Dated: 5/3/07

Sunset Hollow at Thanksgiving Point PUD, Plat C

By: Jeff Dulce

Its: Murray, Utah - Thanksgiving Point, Inc

ACKNOWLEDGMENT

STATE OF UTAH

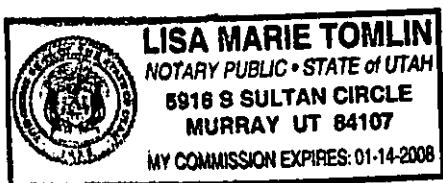
S.S.

COUNTY OF UTAH

On the 3 day of May 2007, personally appeared before me Jeff Dulce, the signer(s) of the foregoing document who duly acknowledged to me that he/she/they did execute the same.

My Commission Expires: 1-14-08

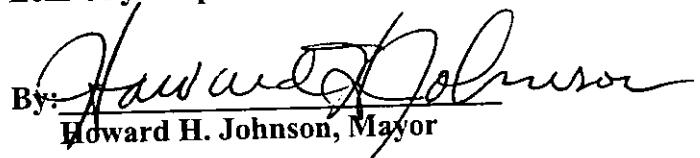
Lisa Marie Tomlin  
NOTARY PUBLIC



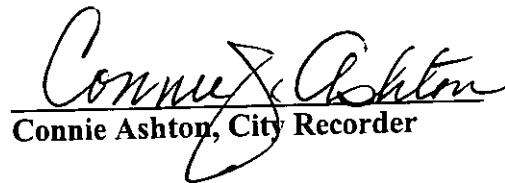
DATED: \_\_\_\_\_

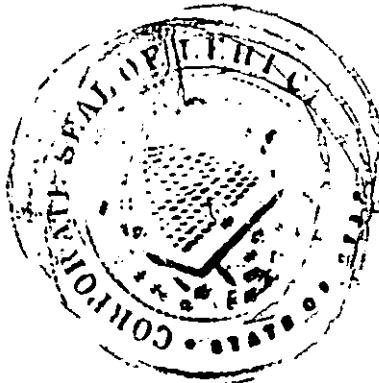
Lehi City Corporation

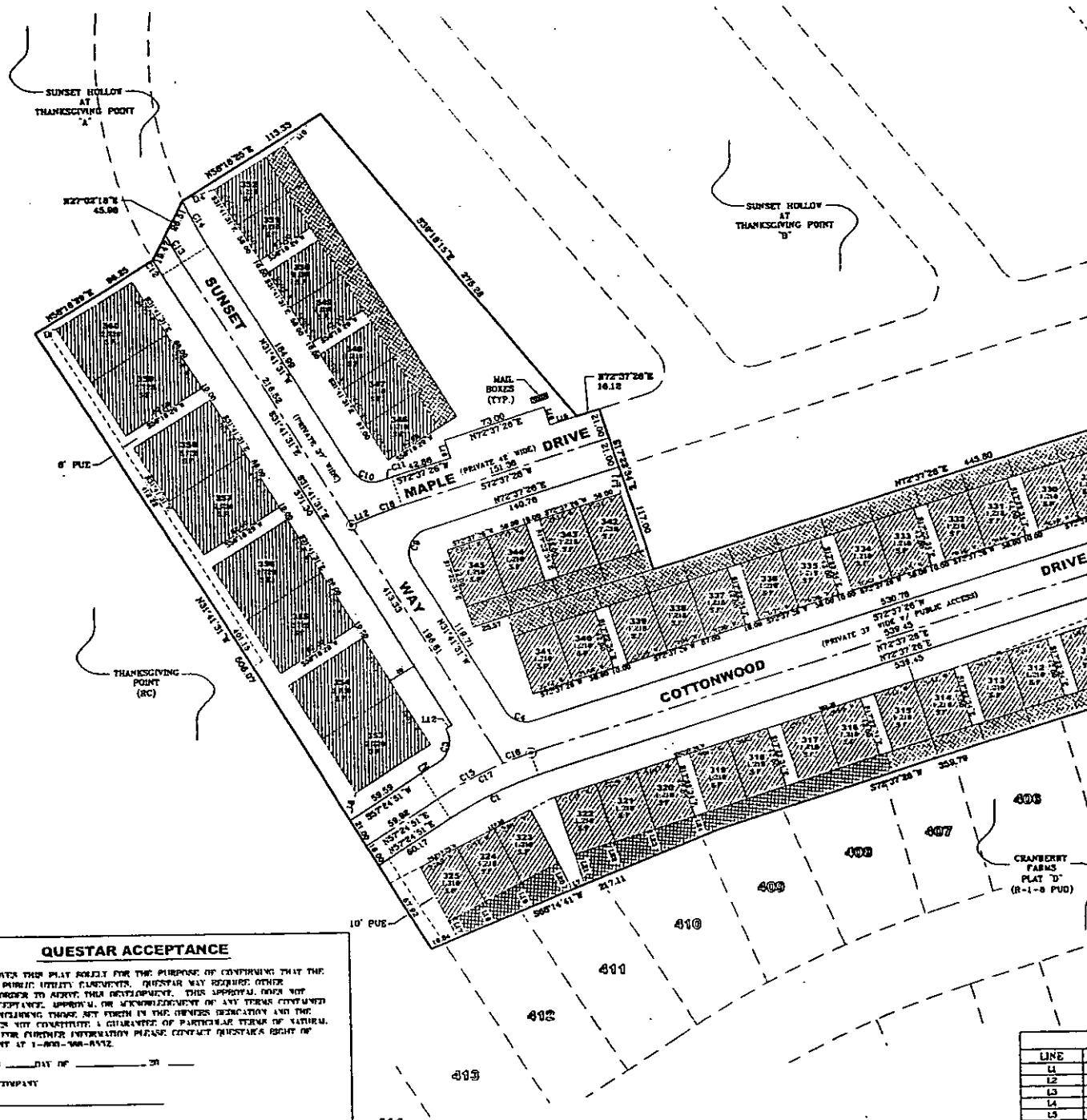
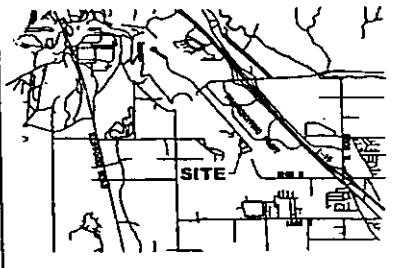
By:

  
Howard H. Johnson, Mayor

Attest:

  
Connie Ashton, City Recorder





**QUESTAR ACCEPTANCE**

QUESTAR APPROVES THIS PLAT SOLELY FOR THE PURPOSE OF CONFIRMING THAT THE PLAT CONTAINS PUBLIC UTILITY PLUMBERS. QUESTAR MAY DENY OTHER PLUMBERS FROM THE PLAT AND DEVELOPMENT. THIS APPROVAL DOES NOT CONSTITUTE ACCEPTANCE AND APPROVAL OR AWAVERANCE OF ANY TERMS CONTAINED IN THE PLAT, EXCLUDING THOSE SET FORTH IN THE OWNERS DECLARATION AND THE WATER LWD, WHICH DOES NOT CONSTITUTE A GUARANTEE OF PARTICULAR TERMS OF NATURAL GAS SERVICES. FOR FURTHER INFORMATION PLEASE CONTACT QUESTAR'S RIGHT OF WAY DEPARTMENT AT 1-800-348-8712.

APPROVED THIS \_\_\_\_ DAY OF \_\_\_\_ 20\_\_\_\_

QUESTAR GAS COMPANY

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

**NOTES:**

1. OPPOSITE STORM DRAINAGE FACILITY (EXISTING POND OR HOLE 12 OF THANKSGIVING POINT GOLF COURSE) TO BE OWNED AND MAINTAINED BY THANKSGIVING POINT, AND IS NOT TO BE ALTERED OR REMOVED WITHOUT PERMISSION OF THE CITY COUNCIL AND THE CITY ENGINEER.
2. ALL ROADS, OTHER THAN GARDEN DRIVE, ARE PRIVATE. ROAD WIDTHS SHOWN WILL INCLUDE MODIFIED CURB, CUTTER, & SIDEWALK ON ONE SIDE.
3. ALL PRIVATE ROADS AND OPEN SPACE ARE DEDICATED TO, OWNED, & MAINTAINED BY SUNSET HOLLOW HOME OWNERS ASSOCIATION.
4. FRONT SETBACKS: GARDEN DRIVE-25', PRIVATE ROADS-10', REAR SETBACKS 10' BETWEEN BUILDINGS, SIDE SETBACKS 10' BETWEEN BUILDINGS.
5. 'NO PARKING' SIGNS TO BE INSTALLED EVERY 250' ON NON-SIDEWALK SIDE OF STREET.
6. ALL PRIVATE ROADS AND OPEN SPACE ARE PUBLIC UTILITY EASEMENTS.
7. TYPE D MONUMENTS (ALUMINUM CAP & REBAR) TO BE SET.
8. THE LOCATION OF MAIL BOXES AND ABOVE GROUND UTILITIES ARE DETERMINED BY GOVERNMENTAL AGENCIES AND/OR UTILITY COMPANIES AND MAY ENCUMBER LOTS IN THIS SUBDIVISION.



Consulting Engineers  
and Surveyors, Inc.  
3302 No. Main St.  
Spanish Fork, UT 84660  
801-798-0555  
Fax 801-798-9393

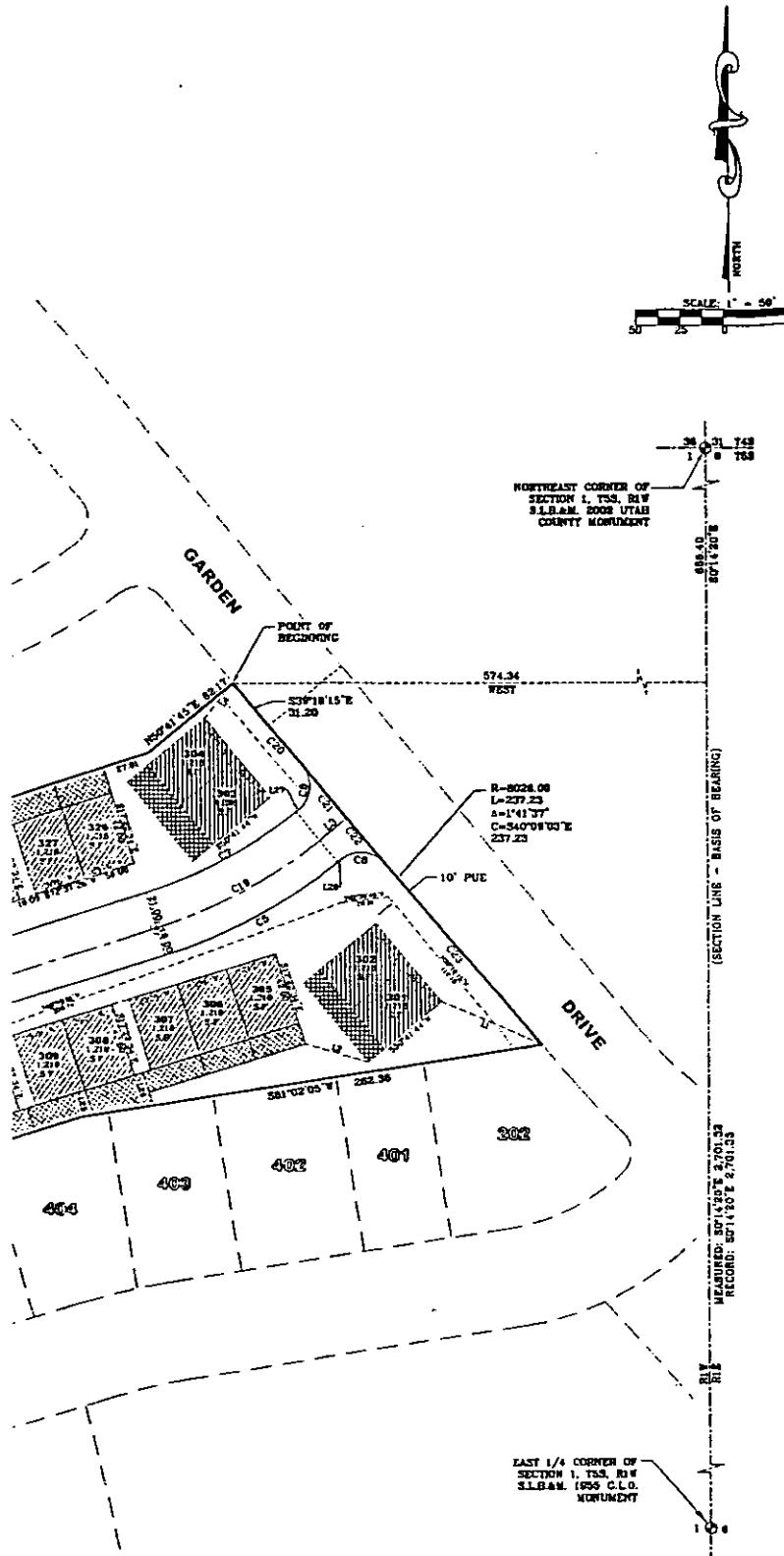
**BUILDING DIMENSIONS**

(TYP.)

29.00'	29.00'	29.00'	44.00'
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UNITS 301-302-12.00'  
UNITS 305-307-12.00'  
UNITS 303-304-15.00'  
UNITS 326-332-15.00'  
UNITS 306-323-VARIABLE

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I, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD IN ACCORDANCE WITH TITLE 58, CHAPTER 22, OF UTAH STATE CODE, I FURTHER CERTIFY BY AUTHORITY OF THE OWNERS, THAT I HAVE COMPLETED A SURVEY OF THE PROPERTY DESCRIBED ON THIS PLAT IN ACCORDANCE WITH SECTION 17-25-17, OF THE SAME, AND HAVE SUBDIVIDED THE PROPERTY OF LAND INTO LOTS, BLOCKS, STREETS, AND EASEMENTS, AND THE SAME HAVE BEEN CORRECTLY SURVEYED, STAKED, AND BOUNDARIED ON THE GROUND AS SHOWN ON THIS PLAT, AND THAT THIS PLAT IS TRUE AND CORRECT.

### BOUNDARY DESCRIPTION

BEGINNING AT POINT LOCATED S01°42'0" ALONG THE SECTION LINE 656.48 FEET WEST 574.34 FEET FROM THE NORTHEAST CORNER OF SECTION 1, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN; THENCE AS FOLLOWS:

COURSE	DISTANCE	REMARKS
S58°18'15" E	31.28	
ALONG PLAT A BC	L=237.23	R=8028.00 S=1°41'35" CH=340°06'03" E=237.23
S01°02'05" W	258.28	
S72°37'25" E	359.79	
S88°14'41" W	217.11	
N01°41'31" W	508.08	
S58°18'38" E	98.25	ALONG PLAT A, SUNSET HOLLOW AT THANKSGIVING POINT
N27°12'30" E	45.96	ALONG PLAT A, SUNSET HOLLOW AT THANKSGIVING POINT
N58°18'25" E	113.34	ALONG PLAT A, SUNSET HOLLOW AT THANKSGIVING POINT
S58°18'15" E	275.28	ALONG PLAT B, SUNSET HOLLOW AT THANKSGIVING POINT
N72°37'25" E	16.12	ALONG PLAT B, SUNSET HOLLOW AT THANKSGIVING POINT
S17°22'34" E	117.00	ALONG PLAT B, SUNSET HOLLOW AT THANKSGIVING POINT
N72°37'25" E	445.80	ALONG PLAT B, SUNSET HOLLOW AT THANKSGIVING POINT
N50°41'45" E	62.17	TO THE POINT OF BEGINNING
		CONTAINS 5.78 ACRES

BASIS OF BEARING: ALONG SECTION LINE AS SHOWN

DATE

SURVEYOR  
(See Seal Below)

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### OWNERS DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT WE, ALL OF THE UNDERSIGNED OWNERS OF ALL OF THE PROPERTY DESCRIBED IN THE SURVEYOR'S CERTIFICATE HEREON AND SHOWN ON THIS MAP, HAVE CAUSED THE SAME TO BE SUBDIVIDED INTO LOTS, BLOCKS, STREETS AND EASEMENTS AND DO HEREBY DEDICATE THE STREETS AND OTHER PUBLIC AREAS AS INDICATED HEREON FOR PERPETUAL USE OF THE PUBLIC.

IN WITNESS WHEREOF WE HAVE HEREBY SET OUR HANDS THIS  
DAY OF A.D. 20

### ACKNOWLEDGEMENT

STATE OF UTAH S.S.  
COUNTY OF UTAH

ON THE DAY OF A.D. 20 PERSONALLY APPEARED BEFORE  
ME THE OWNERS OF THE FOREGOING DEDICATION WHO DULY ACKNOWLEDGE TO ME THAT THEY DID  
EXECUTE THE SAME.

MY COMMISSION EXPIRES

A NOTARY PUBLIC COMMISSIONED IN UTAH

NOTARY ADDRESS

PRINTED FULL NAME OF NOTARY

ACCEPTANCE BY LEGISLATIVE BODY

THE COUNTY OF UTAH APPROVES THIS SUBDIVISION AND HEREBY ACCEPTS THE DEDICATION OF ALL  
STREETS, EASEMENTS, AND OTHER PARCELS OF LAND INTENDED FOR PUBLIC PURPOSES FOR  
PERPETUAL USE OF THE PUBLIC THIS DAY OF A.D. 20

APPROVED BY MAYOR

APPROVED

ENGINEER  
(See Seal Below)

ATTEST

CLERK-RECORDER  
(See Seal Below)

### BOARD OF HEALTH

APPROVED SUBJECT TO THE FOLLOWING CONDITIONS

CITY-COUNTY HEALTH DEPARTMENT

### PLANNING COMMISSION APPROVAL

APPROVED THIS DAY OF A.D. 20 BY THE PLANNING COMMISSION

DIRECTOR-SECRETARY

CHAIRMAN, PLANNING COMMISSION

PLAT "C"

## SUNSET HOLLOW AT THANKSGIVING POINT

A PLANNED UNIT DEVELOPMENT  
WITHIN A RESIDENTIAL RESORT COMMUNITY

LEHI

UTAH COUNTY, UTAH

SCALE 1" = 50 FEET

SURVEYOR'S SEAL	NOTARY PUBLIC SEAL	CITY-COUNTY ENGINEER SEAL	COUNTY-RECORDER SEAL

This form approved by Utah County and the appropriate Clerks.

After recordation, return to:

H. Burt Ringwood  
Strong & Hanni  
3 Triad Center, Suite 500  
Salt Lake City, Utah 84604

ENT 104692:2007 PG 8 of 18

# Exhibit "B"

## SECOND SUPPLEMENTAL

### DECLARATION OF PROTECTIVE EASEMENTS, COVENANTS CONDITIONS AND RESTRICTIONS (Including Owner Associated Bylaws)

#### SUNSET HOLLOW AT THANKSGIVING POINT

(A Planned Unit Development)

Lehi, Utah County, Utah

THIS SECOND SUPPLEMENTAL DECLARATION is made as of this \_\_\_\_\_ day of \_\_\_\_\_, 2007 by CASTLEWOOD – THANKSGIVING POINT, LLC, a Utah limited liability company (“Declarant”), pursuant to the following:

#### RECITALS:

A. Declarant is the owner of Sunset Hollow at Thanksgiving Point Plat C, and desires its annexation into Sunset Hollow at Thanksgiving Point, an expandable planned unit development in Lehi, Utah County, Utah (the “Development”).

B. On or about February 9, 2005, Thanksgiving Ridge, LLC, (“Developer”) caused to be recorded as Entry 13801:2005, Pages 1 through 32, in the Public Records, that certain **Declaration of Protective Easements Covenants, Conditions and Restrictions (Including Owner Association Bylaws) of Sunset Hollow at Thanksgiving Point** (the "Declaration") relating to the Development,

C. On or about January 18, 2006, Developer caused to be recorded as Entry 6111:2006, Pages 1 through 3, in the Public Record, that **Certain First Supplemental Declaration of Protective Easements, Covenants, Conditions and Restrictions of Sunset Hollow at Thanksgiving Point**.

D. Pursuant to Section 3.03 of the Declaration, Declarant is permitted to expand the Development by the annexation into the Development of additional real property that is part of

the Additional Land as Set forth and described in the Declaration (in Exhibit B thereto) for purposes of development into additional Lots and Common Areas, if any, consistent with the existing First Phase of the Development and with the Declaration.

E. Declarant desires to annex land into the Development for development as a Third Phase of the Development.

NOW, THEREFORE, Declarant hereby declares as follows:

1. All defined terms as used in this Second Supplemental Declaration shall have the same meaning as those set forth and defined in the Declaration.

2. The following described real property situated in Lehi, Utah County, Utah, is hereby submitted to the provisions of the Declaration and, pursuant thereto, is hereby annexed into the Development and is to be held, transferred, sold, conveyed, and occupied as a part of the Development:

**PARCEL 1:**

**PROPOSED PLAT "C" (South Parcel)**

A portion of the Northeast Quarter of Section 1, Township 5 South, Range 1 West, Salt Lake Base and Meridian, Lehi City, more particularly described as follows: Beginning at a point on the Westerly right-of-way line of Garden Drive located South 0°14'20" East along the Section line 656.40 feet and West 574.34 feet from the Northeast corner of Section 1, Township 5 South, Range 1 West, Salt Lake Base and Meridian; thence South 39°18'15" East along said Westerly right-of-way line 31.20 feet; thence along the arc of a 8,026.00 foot curve to the left 237.23 feet through a central angle of 1°41'37" (chord: South 40°09'03" East 237.23 feet); thence South 81°02'05" West 262.36 feet; thence South 72°37'26" West 359.79 feet; thence South 68°14'41" West 217.11 feet; thence North 31°41'31" West 506.07 feet; thence North 58°18'29" East 96.25 feet; thence North 27°02'18" East 45.98 feet; thence North 58°18'25" East 113.33 feet; thence South 39°18'15" East 275.28 feet; thence North 72°37'26" East 16.12 feet; thence South 17°22'34" East 117.00 feet; thence North 72°37'26" East 445.60 feet; thence North 50°41'45" East 62.17 feet to the point of beginning.

**TOGETHER WITH** all easements, rights-of-way, and other appurtenances and rights incident to, appurtenant to, or accompanying the said parcel of real property, whether or not the same are reflected on a Plat.

**RESERVING UNTO DECLARANT**, however, such easements and rights of ingress and egress over, across, through, and under the said property and any improvements (including buildings) now or hereafter constructed thereon as may be reasonably necessary for Declarant (in a manner which is reasonable and not inconsistent with the provisions of this Declaration): (i) to construct and complete

each of the Buildings and Units and all of the other improvements described in this Declaration or in a Plat, and to do all things reasonably necessary or proper in connection therewith; (ii) to construct and complete on the Additional Land, or any portion thereof, such improvements as Declarant shall determine to build in its sole discretion (and whether or not the Additional Land or any portion thereof has been or hereafter will be added to the Development); and (iii) to improve portions of the said property with such other or additional improvements, facilities, or landscaping designed for the use and enjoyment of all the Owners as Declarant may reasonably determine to be appropriate. If, pursuant to the foregoing reservations, the said property or any improvement thereon is traversed or partially occupied by a permanent improvement or utility line, a perpetual easement for such improvement or utility line shall exist. With the exception of such perpetual easements, the reservations hereby effected shall, unless sooner terminated in accordance with their terms, expire 10 years after the date on which this Declaration is recorded in the Public Records.

**THE FOREGOING IS SUBJECT TO** all liens for current and future taxes, assessments, and charges imposed or levied by governmental or quasi-governmental authorities; all Patent reservations and exclusions; all mineral reservations of record and rights incident thereto; all instruments of record which affect the above-described real property or any portion thereof, including, without limitation, any mortgage; (and nothing in this paragraph shall be deemed to modify or amend such mortgage); all visible easements and rights-of-way; all easements and rights-of-way, encroachments, or discrepancies shown on, or revealed by, a Plat or otherwise existing; an easement for each and every pipe, line, cable, wire, utility line, or similar facility which traverses or partially occupies the said real property at such time as construction of all Development improvements is complete) and all easements necessary for ingress to, egress from, maintenance of, and replacement of all such pipes, lines, cable, wires, utility lines, and similar facilities; **AND TO EACH OF THE EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS CONTAINED IN THIS DECLARATION.**

3. Section 3.02 of the Declaration is amended in its entirety to read as follows:

**3.02 Division into Lots.** The Development is hereby divided into One Hundred Eighty Six (186), Lots as set forth and described on the Plat, with appurtenant and equal rights and easements of use and enjoyment in and to the Development's Common Areas, as well as appurtenant obligations pertaining to Assessments, maintenance, etc., as set forth in this Declaration.

4. Except as amended by the provisions of this Second Supplemental Declaration, the First Supplemental Declaration, the Declaration as previously supplemented shall remain unchanged and, together with this Second Supplemental Declaration, the First Supplemental Declaration shall constitute the Declaration of Protective Easements, Covenants, Conditions and

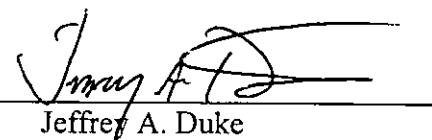
Restrictions for the Development as further expanded by the annexation of the Additional Land described herein.

5. This Second Supplemental Declaration shall be recorded in the Public Records concurrently with the Plat entitled **PLAT C, SUNSET HOLLOW AT THANKSGIVING POINT, A Planned Unit Development within a Residential Resort Community**, located in Lehi, Utah County, Utah, prepared and certified to by Dennis P. Carlisle (a registered Utah land surveyor holding Certificate No. 172675), executed and acknowledged by Declarant, and accepted by the City of Lehi.

**IN WITNESS WHEREOF**, Declarant has executed this instrument the day and year first above set forth.

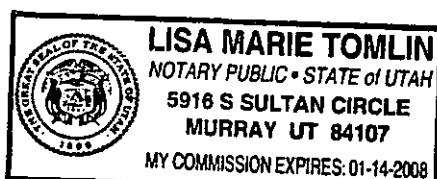
**DECLARANT**

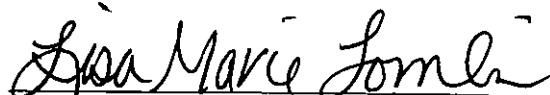
Castlewood - Thanksgiving Point, LLC

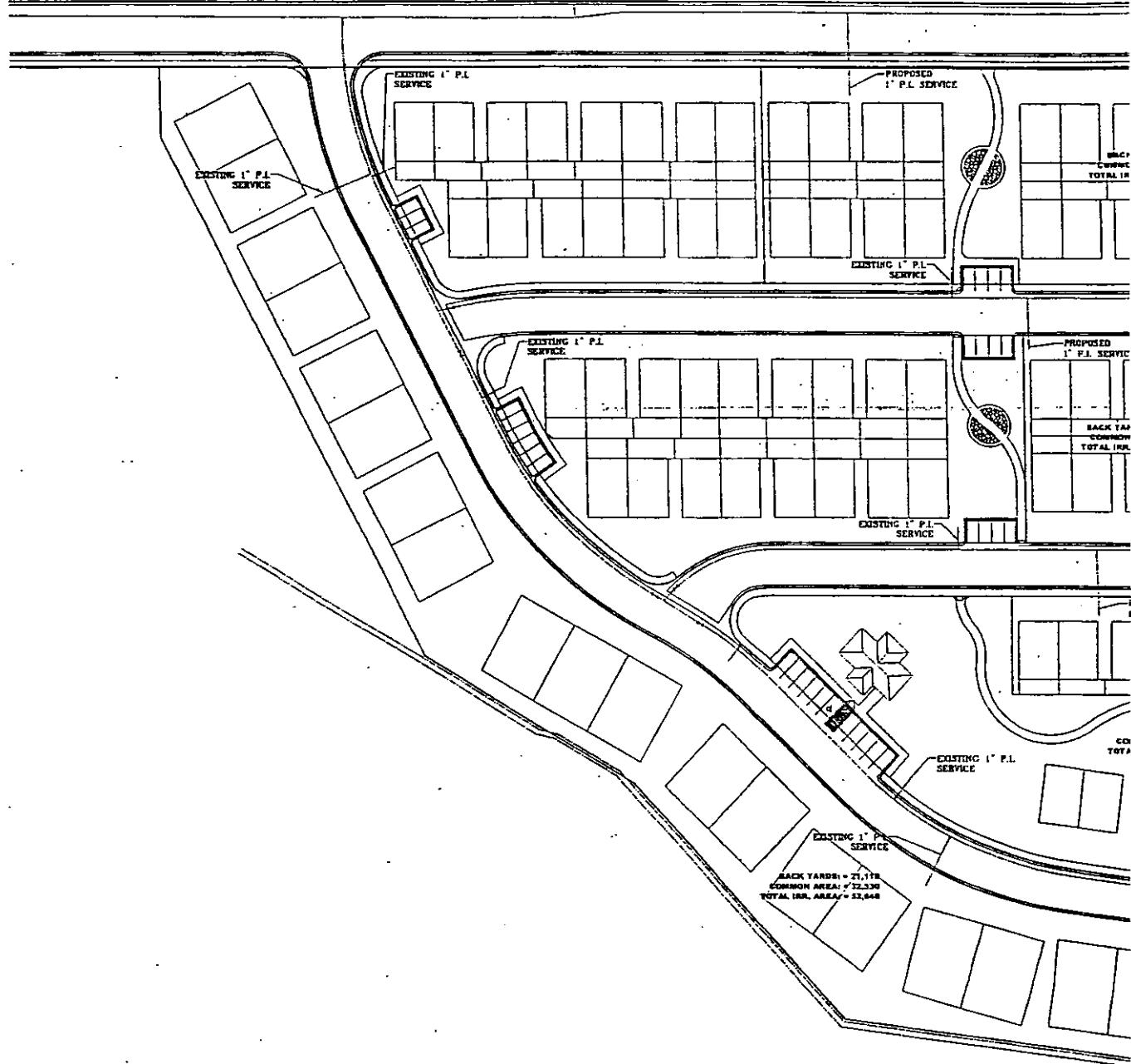
By:   
Jeffrey A. Duke

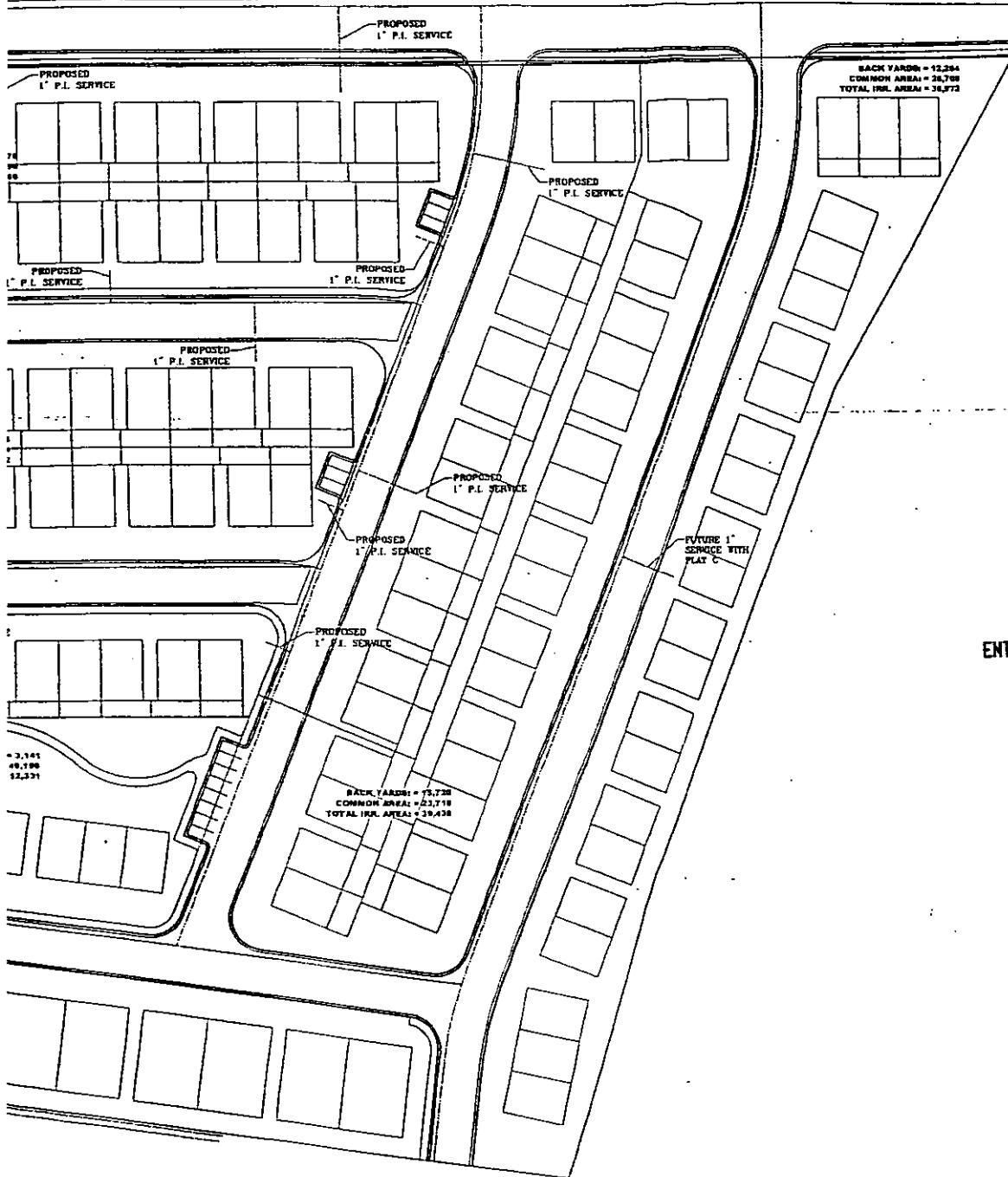
STATE OF UTAH )  
: SS.  
COUNTY OF UTAH )

Acknowledged before me this 9 day of May, 2007, by Jeffrey A. Duke, as Managing Member of Castlewood - Thanksgiving Point, LLC.



  
NOTARY PUBLIC





## Exhibit "C"

**SUNSET HOLLOW**  
LEHI, UTAH

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LANDSCAPE EXHIBIT

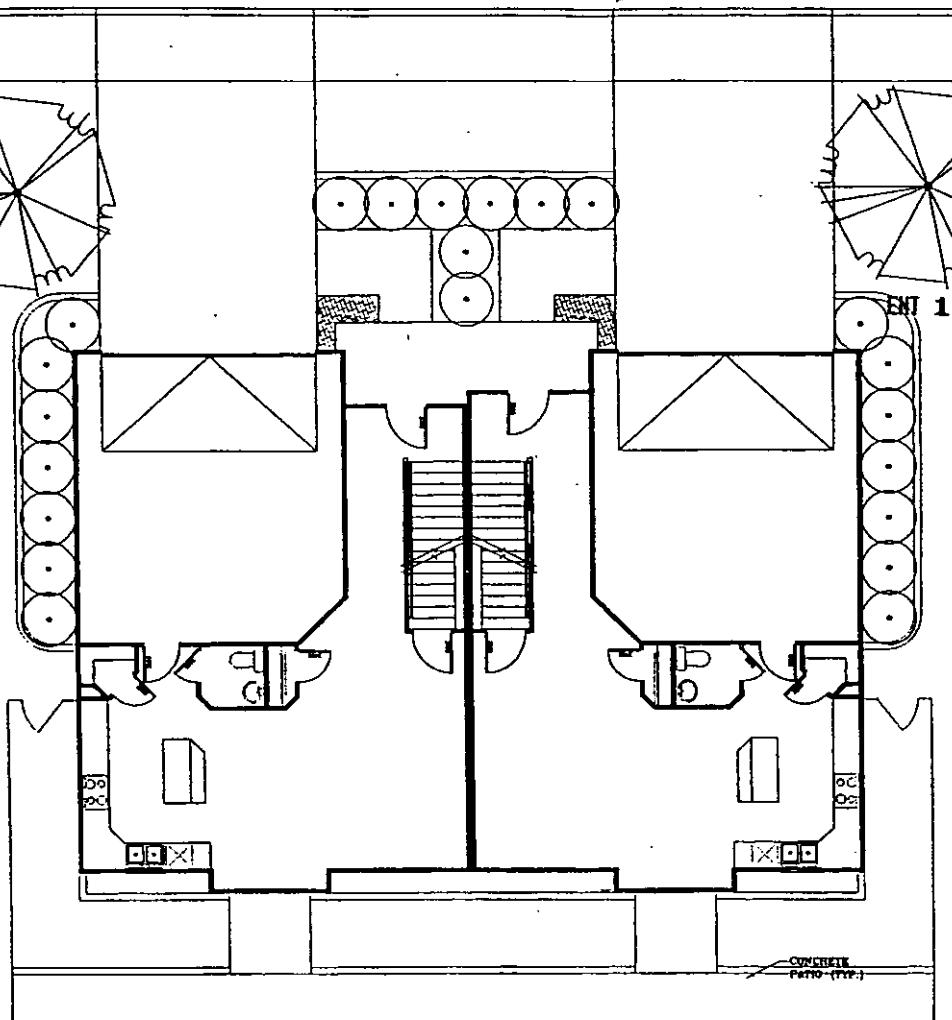
3302 No. Main St.  
Spanish Fork, UT 84660  
801-788-0555  
Fax 801-788-9393

二

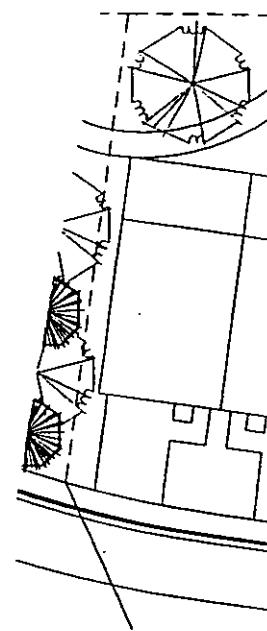
Consulting Engineers  
and Surveyors, Inc.

0002 PG 13 of 11

DESIGN  
DATE:  
DRAWN  
SHEET  
**L-2**



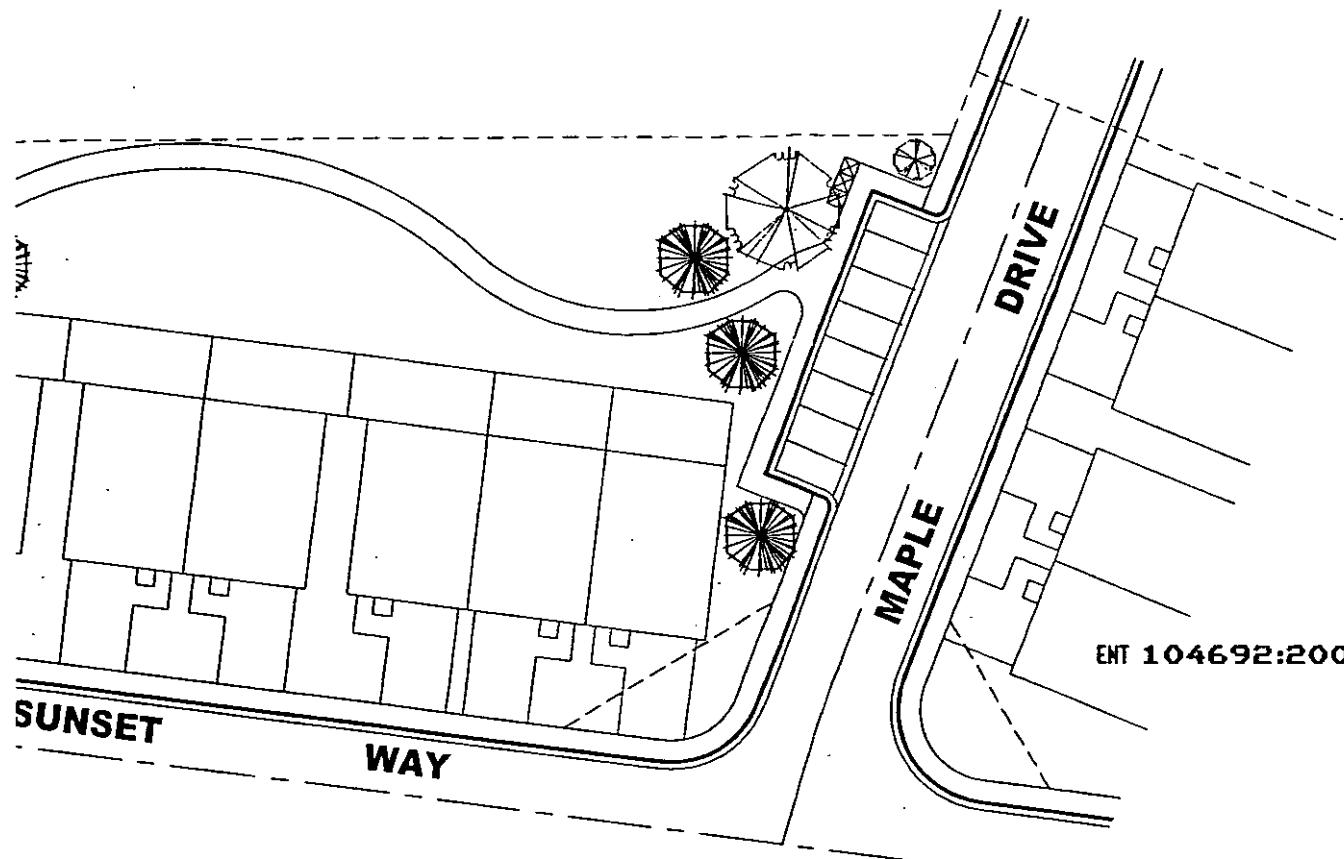
EN 104692:2007 PG 14 of 18



### PLANTING SCHEDULE

SPECIES	SIZE	CONDITION	SPACING
<b>EVERGREEN TREES</b>			
	7'-9" HT (EQUAL. MIX)	B & B	
<b>LARGE DECIDUOUS TREES</b>			
	2" CAL	B & B	
<i>ACER X FREEMAN 'JEFFERSRED'</i> Autumn Blaze Maple	2" CAL	B & B	
<i>FRAXINUS PENNSYLVANICA 'MARSHALL'S SEEDLESS'</i> Marshall's Seedless Ash	2" CAL	B & B	
<i>PLATANUS X ACERIFOLIA 'BLOODGOOD'</i> Bloodgood London Plane	2" CAL	B & B	
<b>SMALL FLOWERING TREES</b>			
	2" CAL	B & B	
<i>PYRUS CALLERYANA 'CAPITAL'</i> Capital Flowering Pear	2" CAL	B & B	

SUNSET HOLLOW @  
HIGHLAND HOMES



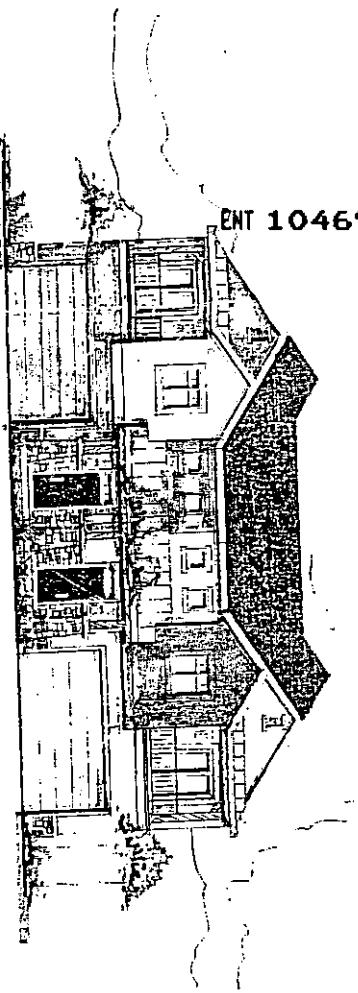
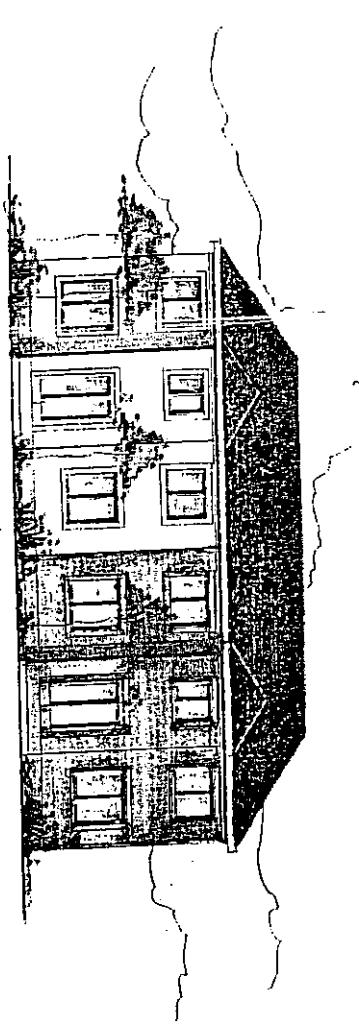
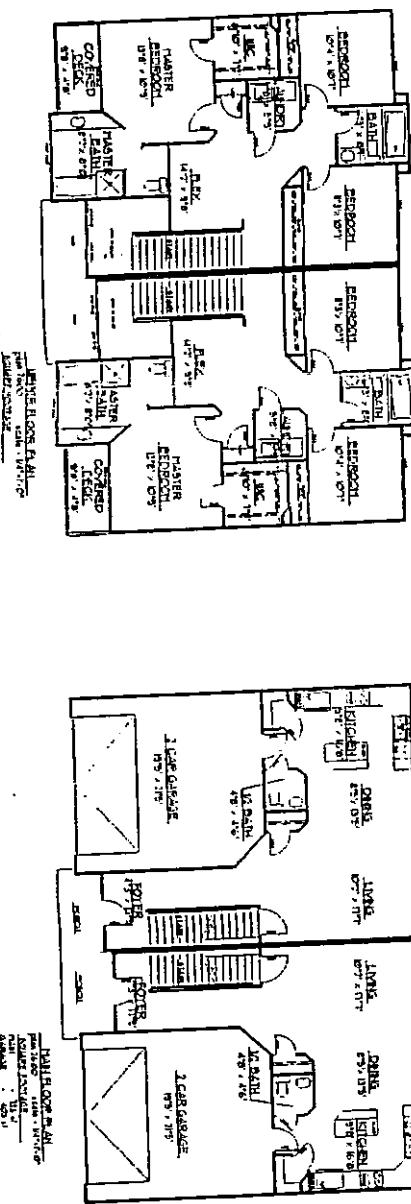
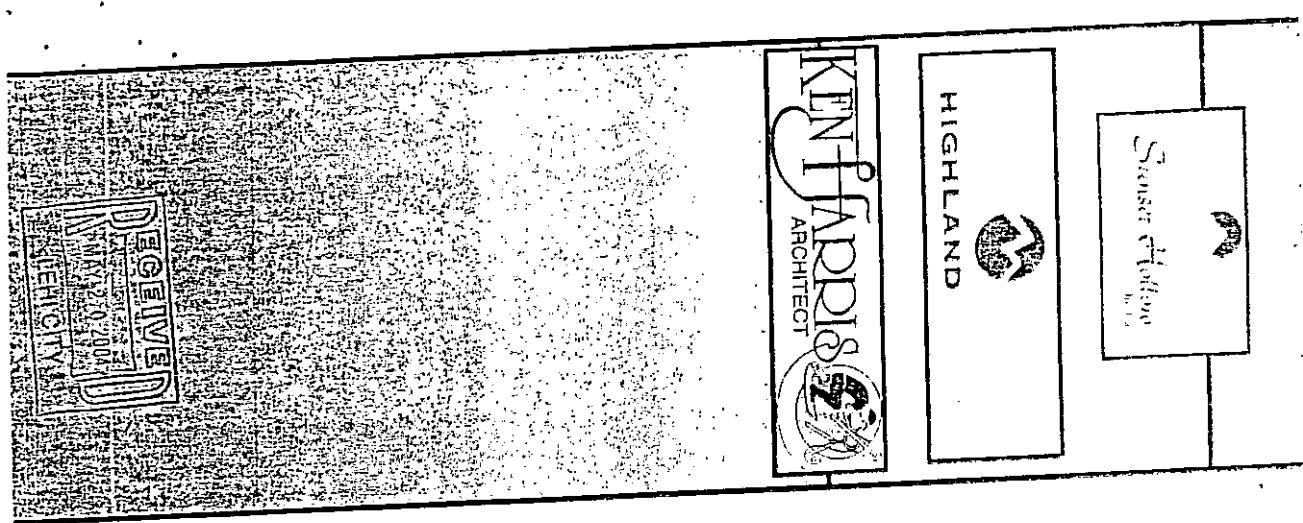
## Exhibit "D"

# THANKSGIVING POINT TYPICAL UNIT SITE PLAN

**TABULATIONS**

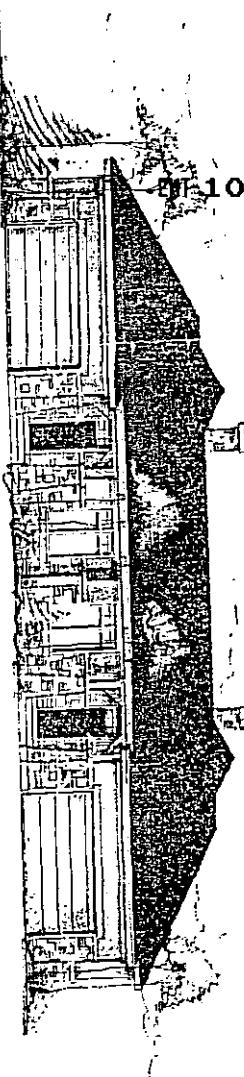
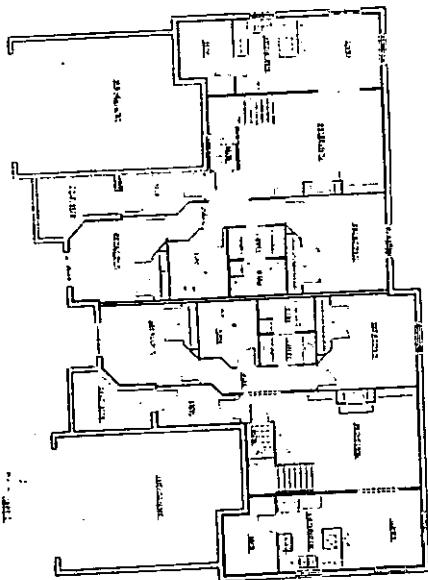
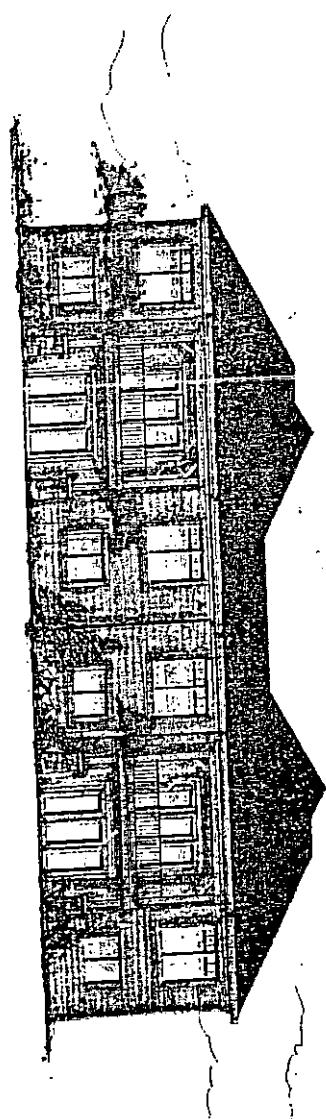
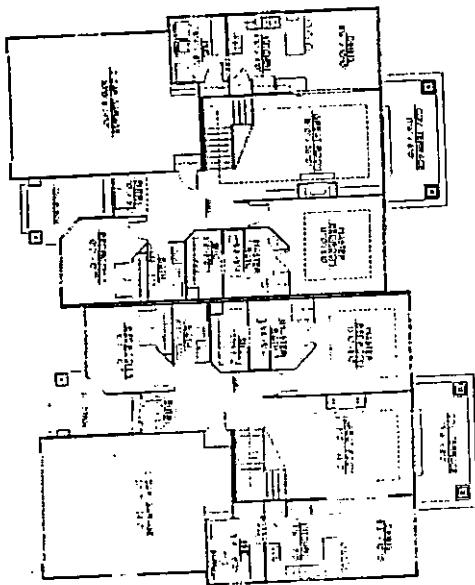
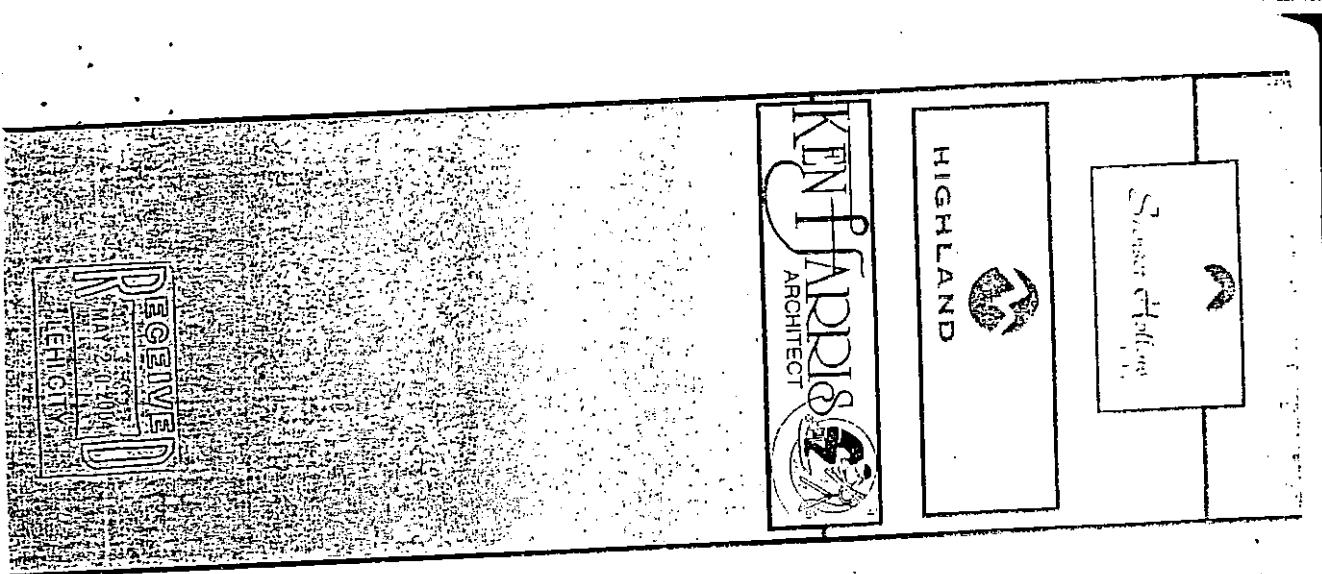
COMMON IRRIGATED AREA = 1.48 ACRES  
TOTAL IRRIGATED AREA = 2.08 ACRES  
NOTE: LANDSCAPED AREA IS NOT  
REGULATED.

DESIGNER:		PROJECT:	REVISION		DATE
BTC	03-026	SHEET			
DATE:	8/25/2000	SCALE:	1" = 60'		
DRAWN BY:	TJP	15	18		
SHEET		15	18		
-1					
<b>SUNSET HOLLOW</b> <b>LEHI, UTAH</b>					
<b>LANDSCAPE PLAN</b>					
 <b>TEI</b> <b>3302 N. Main St.</b> <b>Spanish Fork, UT 84660</b> <b>601-798-0555</b> <b>Fax 601-798-3993</b> <b>Consulting Engineers</b> <b>and Surveyors, Inc.</b>					



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**Exhibit "E"**



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