

24/6

FL

RECORDING REQUESTED BY

Ross Stores, Inc.

AND WHEN RECORDED MAIL TO:

Ross Stores, Inc.

Real Estate Law Department

8311 Central Ave.

Newark, CA 94560-3433

Attn: Amy Kennon, Esq.

Real Estate Law Dept.

ENT 113402:2003 PG 1 of 8  
RANDALL A. COVINGTON  
UTAH COUNTY RECORDER  
2003 Jul 23 12:52 pm FEE 24.00 BY SFS  
RECORDED FOR ROSS STORES INC

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

MEMORANDUM OF LEASE

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1. This Memorandum of Lease is effective upon recordation and is entered into by and between LAKE POINTE SHOPPING CENTER, LLC, a Utah limited liability company ("Landlord"), having its principal place of business at 90 West 400 South, Suite 200, Salt Lake City, Utah 84101-1365, and ROSS STORES, INC., a Delaware corporation ("Tenant"), having its principal place of business at 8311 Central Avenue, Newark, CA 94560-3433, who agree as follows:

2. By written lease (the "Lease"), Landlord leases to Tenant and Tenant hires from Landlord a portion of the real property located in the City of Orem, County of Utah, State of Utah, described in Exhibit A hereto, for a term of approximately ten (10) years which term is subject to extension by Tenant for four (4) additional periods of five (5) years each. The Exhibit A lands are sometimes herein referred to as the "Shopping Center."

3. Landlord has granted Tenant and its authorized representatives and invitees the nonexclusive right to use the Shopping Center common area with others who are entitled to use those areas subject to Landlord's rights as set forth in the Lease.

4. The provisions of the Lease are incorporated into this Memorandum of Lease by reference. The Lease contains the following provision(s):

"3.2.1 (a) Retail Use. Tenant has entered into this Lease in reliance upon representations by Landlord that the Shopping Center is and shall remain retail in character, and, further, no part of the Shopping Center shall be used for office or residential purposes or as a theater, auditorium, meeting hall, school, church or other place of public assembly, "flea market," gymnasium, veterinary services, overnight stay pet facilities, health club, dance hall, billiard or pool hall, massage parlor, video game arcade, bowling alley, skating rink, car wash, facility for the sale, display, leasing or repair of motor vehicles, night club, adult products, adult books or adult audio/video products (which are defined as stores in which at least ten percent

1 (10%) of the inventory is not available for sale or rental to children under the age of majority in  
 2 the state in which the Store is located because such inventory explicitly deals with or depicts  
 3 human sexuality). No ATM or similar machine shall be permitted in the Shopping Center within  
 4 one hundred (100) feet of the front and side perimeter walls of the Store. Further, no restaurant  
 5 or other "High Intensity Parking User" (as hereinafter defined) shall be permitted in the Shopping  
 6 Center within five hundred (500) feet of the front and side perimeter walls of the Store, excepting  
 7 only (i) a restaurant use in existence as of the Effective Date of this Lease, and (ii) a restaurant  
 8 use that replaces an immediately previous restaurant use in the same premises, not exceeding the  
 9 Leasable Floor Area of the previous restaurant use. A "High Intensity Parking User" is a tenant  
 10 or occupant whose use requires more than five (5) parking spaces per one thousand (1,000)  
 11 square feet of Leasable Floor Area in accordance with either customary shopping center practices  
 12 or governmental regulations, whichever has a higher parking requirement. The foregoing use  
 13 restrictions are referred to herein as the Ross Prohibited Uses.

14 (b) Exceptions. Notwithstanding the provisions of Section 3.2.1(a) above, (i) the  
 15 restriction on office use shall not prohibit retail service offices typically found in first class shopping  
 16 centers, such as a retail bank branch, travel agency or insurance office, provided such retail service  
 17 office use does not exceed ten percent (10%) of the of Leasable Floor Area of the Shopping Center  
 18 in the aggregate; provided however Landlord, to the extent of its legal ability to do so, shall not  
 19 permit any offices within one hundred ten (110) feet of any of the perimeter walls of the Store."

20 "15.3 Protection. Without the prior written consent of Tenant, which consent  
 21 may be withheld in the absolute and sole discretion of Tenant, no tenant or occupant of the  
 22 Shopping Center (other than Tenant) may use, and Landlord, if it has the capacity to do so, shall  
 23 not permit any other tenant or occupant of the Shopping Center to either (a) use its premises for  
 24 the Off Price Sale (as hereinafter defined) of merchandise, or (b) use in excess of five hundred  
 25 (500) square feet of Leasable Floor Area of its premises for the sale of any of the types of  
 26 merchandise specified in Section 15.1 above. For purposes of this Section 15.3, "Off Price Sale"  
 27 shall mean the retail sale of merchandise on an every day basis at prices reduced from those  
 28 charged by full price retailers, such as full price department stores; provided, however, this  
 29 definition shall not prohibit sales events by a retailer at a price discounted from that retailer's  
 30 every day price."

31 5. The provisions of the Lease to be performed by Landlord whether to be performed  
 32 at the Tenant's store, or any other portion of the Shopping Center, whether affirmative or  
 33 negative in nature, are intended to and shall bind the Landlord, its successors and assigns at any  
 34 time and shall inure to the benefit of Tenant, its successors and assigns.

35 6. This Memorandum of Lease is prepared for the purpose of constructive notice and  
 36 in no way modifies the provisions of the Lease.

1

Contents of Memorandum of Lease:

ENT 113402:2003 PG 3 of 8

- Paragraphs 1-6
- Exhibit A - Legal Description
- Exhibit B - Site Plan

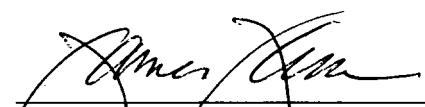
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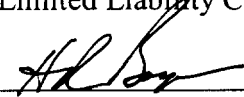
IN WITNESS WHEREOF, Landlord and Tenant have duly executed this Memorandum of Lease on this 23<sup>rd</sup> day of June, 2003.

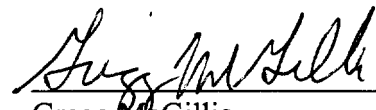
**LANDLORD:**  
**LAKE POINTE SHOPPING CENTER,**  
**LLC,**  
 a Utah limited liability company

**TENANT:**  
**ROSS STORES, INC.,**  
 a Delaware corporation

By: The Boyer Company, L.C.,  
a Utah Limited Liability Company

By:   
 James Fassio  
 Its: Sr. Vice President

By:   
 Name: H. ROGER BOYER  
 Its: MANAGER

By:   
 Gregg McGillis  
 Its: Vice President, Real Estate

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Its: \_\_\_\_\_

4

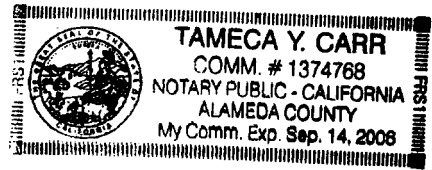


1 State of California )  
2 ) ss.  
3 County of Alameda )

4  
5 On 4/23/03 before me, *Jammy*,  
6 a Notary Public, personally appeared James Fassio and Gregg McGillis, personally known to me  
7 or proved to me, on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are  
8 subscribed to the within instrument and acknowledged to me that he/she/they executed the same  
9 in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument  
10 the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

11  
12 WITNESS my hand and official seal.

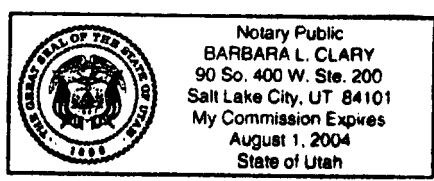
13  
14  
15  
16 *Jammy*  
17 Notary Public



18  
19  
20 State of Utah )  
21 ) ss.  
22 County of Salt Lake )

23  
24 On July 1, 2003 before me, *Barbara L. Clary*, a Notary  
25 Public, personally appeared *H. Royce Boyle*,  
26 personally known to me or proved to me, on the basis of satisfactory evidence, to be the  
27 person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that  
28 he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their  
29 signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s)  
30 acted, executed the instrument.

31  
32 WITNESS my hand and official seal.



33  
34  
35 *Barbara L. Clary*  
36 Notary Public  
37

*Handwritten mark*

Exhibit A  
Legal Description of the Shopping Center

**Part I - Landlord's Parcel:**

LOT 1

COMMENCING AT A POINT WHICH IS SOUTH 89°08'17" EAST 463.16 FEET ALONG THE SECTION LINE AND SOUTH 00°51'43" WEST 24.32 FEET FROM THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SECTION 27, TOWNSHIP 6 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN; RUNNING THENCE SOUTH 00°47'00" WEST 232.51 FEET; THENCE SOUTH 09°14'38" EAST 54.37 FEET; THENCE SOUTH 00°47'00" WEST 244.57 FEET TO THE NORTH RIGHT-OF-WAY LINE OF 1300 SOUTH; THENCE ALONG SAID RIGHT-OF-WAY LINE NORTH 89°13'00" WEST 379.71 FEET; THENCE LEAVING SAID RIGHT-OF-WAY LINE NORTH 45.51 FEET; THENCE NORTH 05°39'37" EAST 88.09 FEET TO A POINT ON THE BEGINNING OF A CURVE TO THE LEFT, THE RADIUS OF WHICH BEARS NORTH 86°20'25" WEST 518.31 FEET; THENCE ALONG SAID CURVE IN A NORTHWESTERLY DIRECTION FOR 55.43 FEET, HAVING A DELTA ANGLE OF 06°07'37" AND A CHORD OF NORTH 00°35'47" EAST 55.40 FEET; THENCE NORTH 00°28'01" WEST 104.92 FEET; THENCE NORTH 00°43'38" WEST 17.31 FEET; THENCE NORTH 16.13 FEET TO A POINT ON THE BEGINNING OF A CURVE TO THE LEFT, THE RADIUS POINT OF WHICH BEARS SOUTH 83°07'20" WEST 300 FEET; THENCE ALONG SAID CURVE IN A NORTHWESTERLY DIRECTION FOR 71.86 FEET, HAVING A DELTA ANGLE OF 13°43'24" AND A CHORD OF NORTH 13°44'30" WEST 71.68 FEET, TO A POINT ON THE BEGINNING OF A CURVE TO THE RIGHT, THE RADIUS POINT OF WHICH BEARS NORTH 69°23'58" EAST 240.00 FEET; THENCE ALONG SAID CURVE IN A NORTHEASTERLY DIRECTION FOR 84.33 FEET, HAVING A DELTA ANGLE OF 20°07'59" AND A CHORD OF NORTH 10°32'03" WEST 83.90 FEET; THENCE NORTH 00°28'01" WEST 27.21 FEET TO A POINT ON A CURVE TO THE RIGHT, THE RADIUS POINT OF WHICH BEARS NORTH 89°32'00" EAST 25 FEET; THENCE ALONG SAID CURVE IN A NORTHEASTERLY DIRECTION FOR 39.87 FEET; HAVING A DELTA ANGLE OF 91°23'05" AND A CHORD OF NORTH 45°13'33" EAST 35.78 FEET; THENCE SOUTH 89°04'53" EAST 7.19 FEET; THENCE SOUTH 89°08'29" EAST, A DISTANCE OF 386.79 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINS 4.734 ACRES

LOT 3

COMMENCING AT A POINT WHICH IS SOUTH 89°08'17" EAST 623.16 FEET ALONG THE SECTION LINE AND SOUTH 00°51'43" WEST 24.32 FEET FROM THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SECTION 27, TOWNSHIP 6 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN; RUNNING THENCE SOUTH 89°08'17" EAST 716.14 FEET; THENCE SOUTH 01°13'54" WEST 370.68 FEET; THENCE SOUTH 89°13'00" WEST 709.40 FEET; THENCE NORTH 00°47'00" EAST 298.35 FEET; THENCE NORTH 22°03'01" WEST

Lake Pointe Shopping Center  
Orem, UT  
Store No. 751  
ARK.0018.1

Exhibit A

06/17/03

10.31 FEET; THENCE NORTH 00°47'47" EAST 222.79 FEET TO THE POINT OF BEGINNING. ~~ENT 113402:2003~~

PARCEL CONTAINS 8.668 ACRES

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**Part II – Lot 2:**

LOT 2

AMENDED PLAT "A", LAKE POINTE SHOPPING CENTER, SUBDIVISION, OREM, UTAH, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE UTAH COUNTY RECORDER'S OFFICE.

Lake Pointe Shopping Center  
Orem, UT  
Store No. 751  
ARK.0018.1

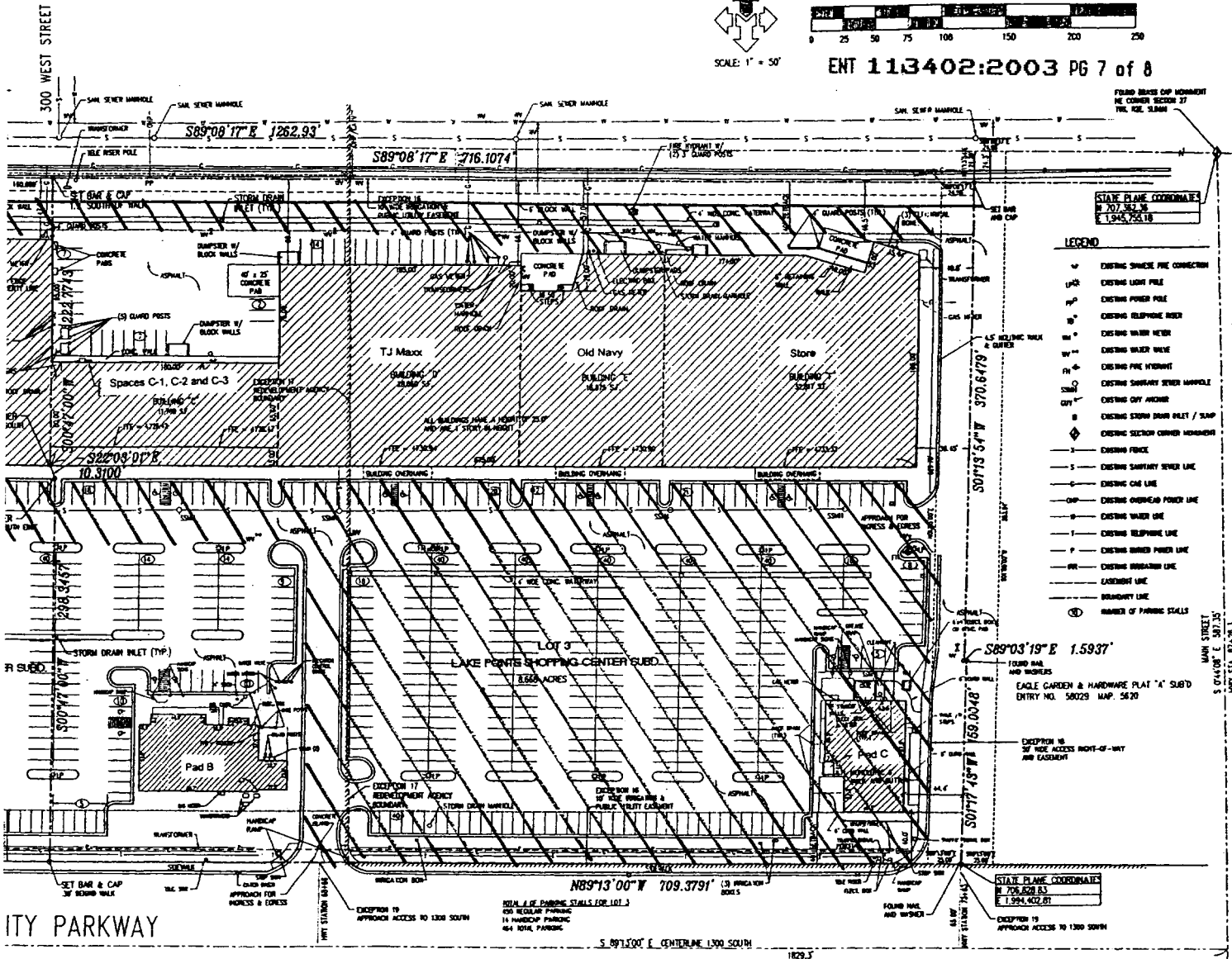
Exhibit A

06/17/03





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STATE PLANE COORDINATES  
N 707,362.36  
E 1,945,752.18

- LEGEND**
- EXISTING SPACE PINE CONNECTION
  - EXISTING LIGHT POLE
  - EXISTING POWER POLE
  - EXISTING TELEPHONE POLE
  - EXISTING WATER MAIN
  - EXISTING WATER WARE
  - EXISTING PINE HYDRANT
  - EXISTING SANITARY SEWER MANHOLE
  - EXISTING CITY WARE
  - EXISTING STORM DRAIN INLET / SLAB
  - EXISTING SECTION CORNER MONUMENT
  - EXISTING FENCE
  - EXISTING SANITARY SEWER LINE
  - EXISTING GAS LINE
  - EXISTING OVERHEAD POWER LINE
  - EXISTING WATER LINE
  - EXISTING TELEPHONE LINE
  - EXISTING BARRIED POWER LINE
  - EXISTING BROADCAST LINE
  - EXISTING LANDSCAPE LINE
  - BOUNDARY LINE
  - NUMBER OF PARKING STALLS

STATE PLANE COORDINATES  
N 706,688.83  
E 1,934,402.81

ITY PARKWAY

**SURANCE COMMITMENT**  
LE A  
LE B - EXCEPTIONS  
MENT NUMBER: 41222  
VE DATE: NOVEMBER 29, 1995 @ 8:00 A.M.

1. FROM THE BOUNDARY AND PUBLIC UTILITY EASEMENT ALONG THE NORTH, SOUTH AND WEST SIDES OF THE SUBJECT AS SHOWN ON THE PLAT DATED SEPTEMBER 12, 1994, OF CASE NO. RECORDED NOVEMBER 8, 1994, AS ENTRY NO. 10021, AND 5780 IN THE COUNTY RECORDER'S OFFICE OF UTAH COUNTY, UTAH.

2. EXCEPTION LOCATED BY THE REDEVELOPMENT AGENCY OF THE CITY OF OREM, UTAH, AS ENTRY NO. 10021, IN BOOK 1, AT PAGE 184, UTAH COUNTY RECORDER'S OFFICE.

3. ON OF EASEMENTS, CONVEYANCES AND RESTRICTIONS BY AND FOR LAKE POINTE ASSOCIATES, L.L.C., A UTAH LIMITED LIABILITY COMPANY, AND EAGLE GARDEN & HARDWARE, INC., A CORPORATION, RECORDED DECEMBER 29, 1994, AS ENTRY NO. 10244, IN BOOK 3, AT PAGE 244, UTAH COUNTY RECORDER'S OFFICE.

4. DATED NOVEMBER 1, 1994, BY AND BETWEEN CITY OF OREM, POLITICAL SUBDIVISION OF THE STATE OF UTAH, UTAH INT OF TRANSPORTATION, A DEPARTMENT OF THE STATE OF UTAH, POLICE ASSOCIATES, L.L.C., A UTAH LIMITED LIABILITY COMPANY, RECORDED NOVEMBER 2, 1994, AS ENTRY NO. 1024, IN BOOK PAGE 346, UTAH COUNTY RECORDER'S OFFICE.

5. EASEMENT AND OPERATION AGREEMENT, DATED JANUARY 1, 1994, BETWEEN RECREATIONAL EQUIPMENT, INC., A MISSOURI CORPORATION, AND LAKE POINTE ASSOCIATES, L.L.C., A UTAH LIMITED LIABILITY COMPANY, RECORDED JANUARY 9, 1994, AS ENTRY NO. 1024, IN BOOK 4, AT PAGE 388, UTAH COUNTY RECORDER'S OFFICE.

- NARRATIVE**
- THE PURPOSE OF THIS SURVEY WAS TO PROVIDE AN "ALTA/ACSM LAND TITLE SURVEY" FOR NORTHWESTERN NATIONAL LIFE INSURANCE COMPANY, AND FIRST AFFILIATED TITLE COMPANY AS AGENTS OF FIRST AMERICAN TITLE COMPANY.
  - THE DOCUMENTS FOR THIS PROPERTY WERE PREPARED BY: FIRST AFFILIATED TITLE COMPANY AS AGENTS OF FIRST AMERICAN TITLE COMPANY. COMPILED AND RECORDED: NOVEMBER 29, 1995 @ 8:00 A.M.
  - THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY SURVEYOR. ALL INFORMATION REGARDING RECORD EASEMENTS, EASEMENTS, AND OTHER DOCUMENTS THAT AFFECT THE QUALITY OF TITLE TO TRACT SHOWN HEREON WAS OBTAINED FROM TITLE COMMITMENT NUMBER 41222 PREPARED BY FIRST AFFILIATED TITLE COMPANY DATED JUNE 14, 1995 @ 8:00 A.M. THE COMMENTS CORRESPOND TO THE ITEMS HANDLED IN THE ABOVE REFERENCED COMMITMENT.
  - THE BASIS OF BEARING FOR THIS SURVEY IS SOUTH 89°08'17" EAST ALONG THE SECTION LINE BETWEEN THE NORTH QUARTER CORNER AND THE NEAREST CORNER OF SECTION 17, T12S, R10E, S12E, LINE AND EXTENSION AS SHOWN ON THIS SURVEY.
  - EACH CORNER WAS MARKED WITH A 1/2" IRON BAR, TWO FEET IN LENGTH, AND RED PLASTIC CAP OR PAINT, AND/OR STAMPED "TOWER, CORNER" AS SHOWN ON THE ACCOMPANYING PLAN.
  - THE LOCATIONS OF UNDERGROUND UTILITIES AS SHOWN ARE BASED ON AERIAL PHOTOGRAPHS AND RECORD DRAWINGS PROVIDED TO THE SURVEYOR. LOCATIONS OF UNDERGROUND UTILITIES/STRUCTURES MAY VARY FROM LOCATIONS SHOWN HEREON. ADDITIONAL BURIED UTILITIES/STRUCTURES MAY BE DISCOVERED AND EXAMINATIONS WERE MADE DURING THE PROCESS OF THIS SURVEY TO LOCATE BURIED UTILITIES/STRUCTURES. BEFORE EXAMINATIONS ARE MADE, UTILITY COMPANIES SHOULD BE CONTACTED FOR IDENTIFICATION OF UTILITY TYPE AND FOR FIELD LOCATIONS.
  - THE LOCATION OF UNDERGROUND UTILITIES LOCATED WITHIN THE SURVEYED PARCEL ARE UNKNOWN AND ARE NOT SHOWN EXCEPT THOSE NOTED ON PLAN.
  - THE DESCRIBED PARCEL IS NOT WITHIN THE FLOOD PLAIN PER THE FEDERAL FLOOD INSURANCE RATE MAP PANEL 49227B-003A.
  - NO DISCREPANCY OR CHOICE OF CEMENTARY OR BURN IN GROUNDS WERE FOUND WITHIN THE SURVEYED PARCEL. THERE WAS ALSO NO EVIDENCE OF NEGLIGENT OR OTHER FOUND WITHIN THE SURVEYED PARCEL.

**SURVEYOR'S CERTIFICATE**  
TO THE NORTHWESTERN NATIONAL LIFE INSURANCE COMPANY AS UNDERLINE, LAKE POINTE SHOPPING CENTER, L.L.C. AS BENEVOLENTS, AND AFFILIATED TITLE COMPANY AS AGENTS OF FIRST AMERICAN TITLE CO., THIS IS TO CERTIFY THAT THE MAP ON PLAN AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE "ACCOMPLISHED REAL REQUIREMENTS FOR ALTA/ACSM LAND TITLE SURVEYS" AS ESTABLISHED AND ADOPTED BY THE AMERICAN LAND TITLE ASSOCIATION AND THE AMERICAN COUNCIL ON SURVEYING AND MAPPING IN 1997, AND INCLUDING ITEMS 1.4.1, 1.4.2, 1.4.3, 1.4.4, 1.4.5, 1.4.6, 1.4.7, 1.4.8, 1.4.9, 1.4.10, 1.4.11, 1.4.12, 1.4.13, 1.4.14, 1.4.15, 1.4.16, 1.4.17, 1.4.18, 1.4.19, 1.4.20, 1.4.21, 1.4.22, 1.4.23, 1.4.24, 1.4.25, 1.4.26, 1.4.27, 1.4.28, 1.4.29, 1.4.30, 1.4.31, 1.4.32, 1.4.33, 1.4.34, 1.4.35, 1.4.36, 1.4.37, 1.4.38, 1.4.39, 1.4.40, 1.4.41, 1.4.42, 1.4.43, 1.4.44, 1.4.45, 1.4.46, 1.4.47, 1.4.48, 1.4.49, 1.4.50, 1.4.51, 1.4.52, 1.4.53, 1.4.54, 1.4.55, 1.4.56, 1.4.57, 1.4.58, 1.4.59, 1.4.60, 1.4.61, 1.4.62, 1.4.63, 1.4.64, 1.4.65, 1.4.66, 1.4.67, 1.4.68, 1.4.69, 1.4.70, 1.4.71, 1.4.72, 1.4.73, 1.4.74, 1.4.75, 1.4.76, 1.4.77, 1.4.78, 1.4.79, 1.4.80, 1.4.81, 1.4.82, 1.4.83, 1.4.84, 1.4.85, 1.4.86, 1.4.87, 1.4.88, 1.4.89, 1.4.90, 1.4.91, 1.4.92, 1.4.93, 1.4.94, 1.4.95, 1.4.96, 1.4.97, 1.4.98, 1.4.99, 1.4.100.

*[Signature]*  
DORIS BOWEN, L.L.C.  
RECORDING NO. 10220

DATE: 5/27/96  
\* ITEM NO. 14 IS 5% OF STORIES, AND FINISHED FLOOR ELEVATIONS.  
DATE OF FIELD SURVEY: 5/27/96  
DATE OF UPDATE SURVEY: 5/27/96

**COMPANY - LAKE POINTE PROJECT**  
BOX. 350 WEST 1200 SOUTH OREM, UT  
LOCATED IN THE NE 1/4 SECTION 27, 12S, R10E, S12E

**REVISIONS:**  
1/5/96 REY FOR UPDATED TITLE REPORT  
5/20/96 UPDATE RETAIL PAD AREAS  
7/22/96 ADD VARIANCE NOTE  
8/26/96 UPDATE FOR CENTER PAD.

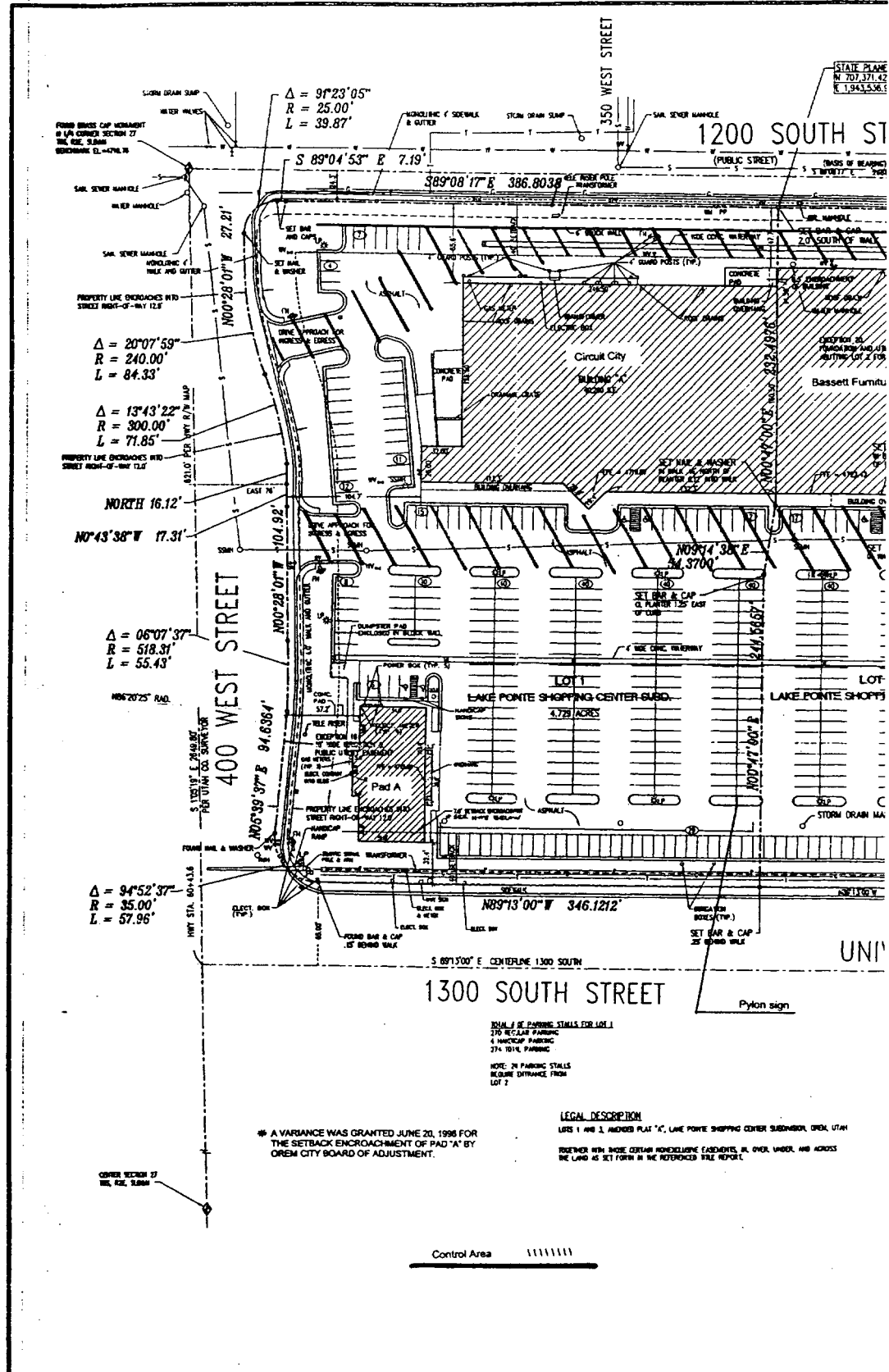
**DRAWN BY:** KAP  
**CHECKED BY:**  
**DATE:** 5/20/96  
**JOB NO.:** 95271

**SURV'D BY:** MH/BL  
**CALC. BY:**  
**SCALE:** 1" = 50'  
**COMP. DRWS:** 96210.DWG

**SHEET DESCRIPTION:**  
"ALTA/ACSM LAND TITLE SURVEY"

**SHEET NO.**  
1  
**OF ONE**

**EXHIBIT**  
**B**  
Page 1 of 1



**DETAILS OF PARKING STALLS FOR LOT 1**

- 370 REGULAR PARKING
- 4 HANDICAP PARKING
- 374 TOTAL PARKING

NOTE: 24 PARKING STALLS BEHIND ENTRANCE FROM LOT 2

**LEGAL DESCRIPTION**

LOTS 1 AND 2, AMENDED PLAT "C", LAKE PONTE SHOPPING CENTER SUBDIVISION, OREM, UTAH

TOWNSHIP WITH THESE CERTAIN NONCONFORMING ENCROACHMENTS, IN OVER UNDER AND ACROSS THE LAND AS SET FORTH IN THE REFERENCED FILE REPORT.

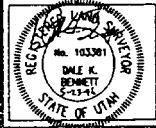
\* A VARIANCE WAS GRANTED JUNE 20, 1998 FOR THE SETBACK ENCROACHMENT OF PAD "A" BY OREM CITY BOARD OF ADJUSTMENT.

Control Area



**McNEIL ENGINEERING, INC.**  
CML, STRUCTURAL ENGINEERING & LAND SURVEYING  
PAVEMENT & ROOF CONSULTANTS

6885 SOUTH 900 EAST, MIDVALE, UTAH 84047 (801) 255-7700



**THE BOYER**