

Lehi City-
153 NO. 100 E.
Lehi, Ut. 84043

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DEVELOPMENT AGREEMENT

CHAPPEL VALLEY SUBDIVISION PLAT F, PHASE I

ENT 87937:2000 PG 1 of 17
RANDALL A. COVINGTON
UTAH COUNTY RECORDER
2000 Nov 06 3:40 pm FEE 0.00 BY SB
RECORDED FOR LEHI CITY

This Development Agreement is entered into as of this 26th day of October, 2000, by and among the owners and developers of the Chappel Valley Subdivision, Plat F, Phase I, (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.

RECITALS

Whereas, the Developer has sought approval of a 60 lot Planned Residential Design Project designated as Chappel Valley Subdivision, Plat F, Phase I, a copy of which plat 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 dedicate open space for the preservation of natural areas, parks and related purposes and other considerations 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 Residential Design Project of Chappel Valley Subdivision, Plat F, Phase I, 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 consideration as more fully set forth below, the Developer and the City hereby agree as follows:

1. The Developer shall create and approve restrictive covenants (Exhibit C) for the subject subdivision 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 plat. Said restrictive covenants shall not be amended unless 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 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.

2. The Right to Farm Notice (Exhibit B) which is designated as an addendum to developer's earnest money receipt and purchase contract shall be executed by the developer and also by the buyer of each lot in the Chappel Valley Subdivision at the time of the execution of the earnest money receipt and purchase contract. A copy of the right to farm notice is attached hereto and incorporated by reference herein. Developer agrees to maintain the original executed Right to Farm Notice for a period of not less than ten years from the date of the execution of said notice and produce copy of the same at the request of

Lehi City.

3. Home exteriors shall contain Fifty per cent (50%) or more hard surface finish (e.g., brick, rock facades, stucco). This percentage does not include the foundation, eave line, soffit, fascia, gable area, or area above the main ceiling line of the interior of the home. The Architectural Committee will monitor the overall percentage of hard surface finish in the Subdivision to insure the Subdivision meets or exceeds the Fifty per cent requirement.

4. In satisfaction of Developer's park dedication requirement for all of phases of Chappel Valley, Plat "F" pursuant to the provisions of the PRD overlay zone, the "Partial release of Park Dedication Credit" document (Exhibit D) duly executed by Patterson Construction, Inc. is attached hereto and incorporated herein.

5. Nothing in this agreement shall limit the City's future exercise of police power in enacting zoning, subdivision, development, transportation, environmental, open space, and related land use plans, policies, ordinances and regulations after the date of this agreement.

6. The Developer shall provide a warranty deed for 1.8 acres of property for approved detention facilities prior to recording the first phase of the Chappel Valley F. Detention area will be seeded and a sprinkling system installed by the Developer and an access easement provided as per approved plans.

7. The Developer expressly acknowledges and agrees that nothing in the 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 unreasonable 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.

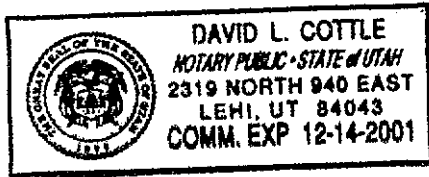
11. If this Development Agreement or any of the exhibits hereto are breached, the party at fault agrees to pay attorney's fees and all costs of enforcement of the non breaching party.

IN WITNESS THEREOF, the undersigned James Patterson
executed the instrument this 26th day of October, 2000.

By: [Signature]
Its: PRESIDENT, OF PATTERSON CONSTRUCTION Inc.

STATE OF UTAH
COUNTY OF UTAH

On the 26th day of October, 2000, personally appeared before me
James Patterson, who being by me duly sworn did say that he is the
developer of Chappel Valley Plat F, a Planned Residential Design Subdivision.



[Signature]
Notary Public

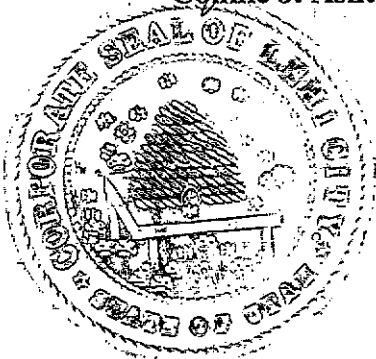
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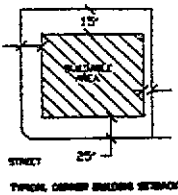
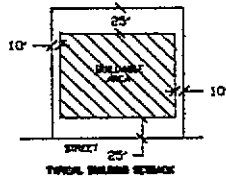
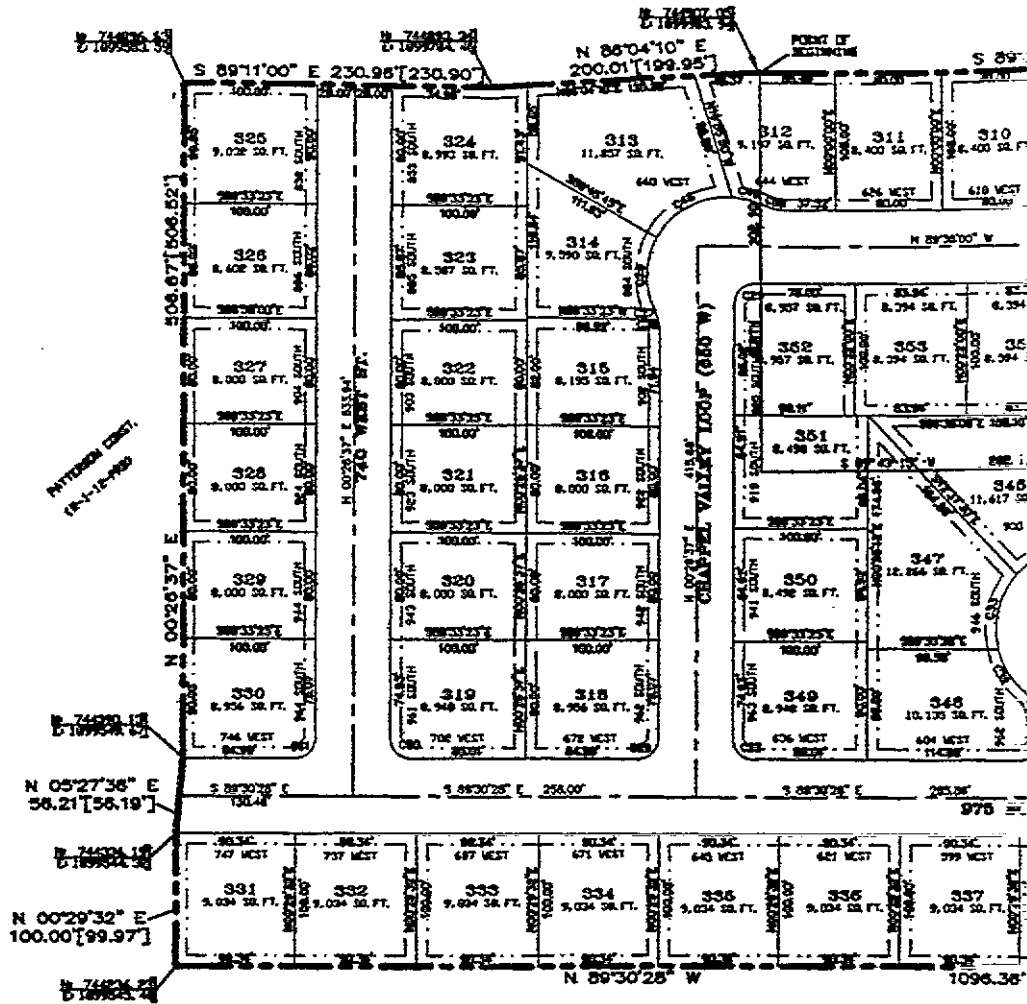
Lehi City Corporation

By: [Signature]
Kenneth J. Greenwood, Mayor

Attest:

[Signature] Deputy Recorder
Connie J. Ashton, City Recorder





NOTES:

1. THIS AREA IS SUBJECT TO ALL ASPECTS ASSOCIATED WITH THE ZONING DISTRICT. THE USER SHOULD ALSO REFER TO THE ZONING ORDINANCES.
2. ALL HOMES MUST BE SETBACK FROM THE FRONT YARD SETBACK.
3. PROPERTY ZONE IS R-1.
4. DENSITY ON CORNER LOTS IS 25.4 ACRES X 2.0 = 50.8 UNITS PER ACRE.



OCCUPANCY RESTRICTION NOTICE

THIS IS A RESTRICTION ON THE OCCUPANCY OF THE PROPERTY OF THE COUNTY OF WASHCO, OREGON. THE OCCUPANCY OF THIS PROPERTY IS RESTRICTED TO THE USES AND PURPOSES SET FORTH IN THE ZONING ORDINANCES OF THE COUNTY OF WASHCO, OREGON. ANY VIOLATION OF THIS RESTRICTION SHALL BE A VIOLATION OF THE ZONING ORDINANCES OF THE COUNTY OF WASHCO, OREGON.

ACKNOWLEDGEMENT (PERSONAL)

STATE OF OREGON)
COUNTY OF WASHCO)
ON this _____ day of _____ A.D. 20____, I, _____, personally appeared before me, the undersigned, a Notary Public in and for the County of Washco, Oregon, who duly acknowledged to me that they did execute the foregoing instrument for the purposes and in the capacity therein expressed.

**CHAPPEL VALLEY "F" PHASE I
Addendum to Earnest Money Receipt and Purchase Contract**

THIS IS AN ADDENDUM TO THE ATTACHED EARNEST MONEY RECEIPT AND PURCHASE CONTRACT ("CONTRACT"). THE FOLLOWING TERMS ARE HEREBY INCORPORATED AS PART OF THE CONTRACT, AND TO THE EXTENT THAT THEY MODIFY OR CONFLICT WITH ANY PROVISION OF THE CONTRACT, INCLUDING ALL PRIOR ADDENDA, THESE TERMS SHALL CONTROL. ALL OTHER TERMS OF THE CONTRACT, INCLUDING ALL PRIOR ADDENDA NOT MODIFIED, SHALL REMAIN THE SAME. BOTH PARTIES AGREE THAT THIS ADDENDUM SURVIVES CLOSING AND IS A LEGAL, BINDING CONTRACT:

- 1. BUYER acknowledges that BUYER is aware of the Right to Farm in this area, pursuant to Chapter 18 of the Lehi City Development Code. BUYER acknowledges that BUYER is aware of the nature of the farming operations in the surrounding area and the intent to continue present agricultural operations. BUYER acknowledges that this area is subject to the normal, everyday sounds, odors, and all other aspects associated with an agricultural lifestyle. BUYER should recognize the risks inherent with livestock.**

- 2. BUYER acknowledges that BUYER is aware that there is a mink farm operations in the vicinity of Chappel Valley "F", Phase I and that the mink farm owners intend to continue all present operations.**

BUYER accepts all responsibility, liability and costs and BUYER is solely responsible for all items stated in above Paragraph 1. BUYER holds SELLER harmless and agrees to indemnify SELLER for any loss, damage, harm, and/or liability that is or may be a result of, or that may relate to, or is associated with any and all items stated in above Paragraph 1.

BUYER

DATE

BUYER

DATE

PATTERSON CONSTRUCTION, INC.

BY: _____
SALES AGENT

DATE

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF
CHAPPEL VALLEY PLAT "F" PLANNED RESIDENTIAL DEVELOPMENT**

We, the undersigned, owners of the following described real property, to-wit:

Chappel Valley Plat "F" Planned Residential Development

do hereby make the following declarations as to limitations, restrictions and uses to which the lots of the Chappel Valley Plat "F" Planned Residential Development ("Subdivision") shall be put, hereby specifying that this Declaration shall constitute covenants to run with all of the land within the above-mentioned Plat as provided by law and shall be binding upon all of the parties and all persons claiming under them, and for the benefit of and limitations upon all future owners in the Subdivision, this Declaration of restrictions being designated for the purpose of keeping the Subdivision desirable, uniform, and suitable in architectural and landscape design and use as herein specified, while still allowing for diversity of compatible design, and for the purpose of protecting the investment of property owners and property values. Chappel Valley Plat "F" Planned Residential Development is being recorded in two phases, Phase I and Phase II.

The Chappel Valley Plat "F" Planned Residential Development is located in an area which falls under the Lehi City Right to Farm Ordinance, pursuant to Chapter 18 of the Lehi City Development Code. Lot Owners are hereby made aware that nearby areas are involved in farming and agricultural operations, and that some nearby property owners intend to continue present farming and agricultural operations. Lot Owners are also hereby made aware that this area is subject to the normal everyday sounds, insects, odors, and all other aspects associated with an agricultural lifestyle.

A. AREA OF APPLICATION

The restrictions, covenants, and conditions as set forth below in their entirety shall apply to all property listed in the above-described Subdivision property, to wit:

See property description on recorded plat map of
Chappel Valley Plat "F" Planned Residential Development..

B. ARCHITECTURAL COMMITTEE

The Architectural Committee ("Committee") shall consist of three members, the majority of which shall constitute a quorum and the concurrence of the majority shall be necessary to carry out the provisions applicable to this committee. The original members of the Committee shall be Wayne Patterson, James Patterson, and Karen M. Fenton. In the event of death or resignation of any of the initial members, the surviving members of the Committee shall have full authority to appoint another person to fill the vacancy. Except for the initial members of the Committee, subsequent members of the Committee should be residents of the Subdivision at the time of their appointment. Should any subsequent member of the Subdivision move his or her residence outside of the Subdivision, he or she shall then be disqualified to continue to serve and the Committee shall declare a vacancy. Sale or transfer of all ownership interest in any portion of the Subdivision by a subsequent member living in the Subdivision shall constitute resignation from the Committee.

1. Land Use and Building Type. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one (1) family dwelling not to exceed 2 stories in height and a private garage for not less than two cars and not more than three cars. No modular homes are allowed on the lots. Roof lines must be kept at 5/12 pitch or higher, unless special permission is granted by the Architectural Committee upon review of plans, specifications, and lot location. The ground floor of the main structure (rambler or split-level), exclusive of one-story open porches and garages, shall not be less than 1,100 square feet within the outside perimeter of the main structure. Two-story homes shall not be less than 1,800 square feet. These square footage requirements exclude garages, porches, verandas, carports, patios, *etc.*, unless approved by the Committee.

2. Roof Type. The roofing materials shall be either approved wood shingles (with acceptable fire rating), composition asphalt shingles, or roofing tiles.

3. Exteriors. It is recommended exteriors contain Fifty per cent (50%) or more hard surface finish (e.g., brick, rock facades, stucco). This percentage does not include the foundation, eave line, soffit, fascia, gable area, or area above the main ceiling line of the interior of the home. All exteriors, exterior elevations and colors shall be approved by the Committee. The Committee will monitor the overall percentage of exterior hard surface finish in the Subdivision to insure the Subdivision meets or exceeds the Fifty per cent requirement on an average basis. Home exteriors shall conform to the general theme of neighborhood design as determined by the Committee. Only mini satellite dishes are allowed (no full-sized satellite dishes). No visible antennae are allowed.

4. Landscaping.

a. Each individual lot shall have the front yard completely landscaped by the title holder within one (1) year of the issuance of a certificate of occupancy, including automatic sprinkler systems. Landscaping is the sole responsibility of the Lot Owner.

b. In order to assure uniformity of street appearance, no trees are to be planted upon city property or property on the street side of any through sidewalk without specific approval of the Committee. The following trees, because of their undesirable characteristics, are prohibited in the Chappel Valley Plat "F" Planned Residential Development:

<u>Species Name</u>	<u>Popular or Common Name</u>
Ailanthus Altissima	Tree of Heaven
Placanus Occidentalis	American Plane Tree
Populus Acuminata	Lace Leaf Poplar
Populus Alba	Silver Poplar
Populus Alba Bolleana	Bolleana Poplar
Populus Angustifolia	Narrow-leaf Poplar
Populus Deltoides	Carolina Poplar
Populus Fremontii	Fremont's Poplar
Populus Nigra Italica	Lombardy Poplar
Robinia Pseudoacacia	Black Locus
Ulmus Pumila	Siberian Elm

c. Prior to construction, the Lot Owner shall be responsible for clearing weeds and debris.

5. Ingress/Egress. No lot within the Subdivision shall be used for the permanent purpose of ingress and/or egress to another property inside or outside of this Subdivision.

6. Building. No building, structure, or fences of any kind shall be constructed until the house plan is approved by the Committee, at which time construction of the home may begin.
7. Vehicles, RV's, Trailers. Lot Owners shall not park vehicles of any kind on the street for overnight parking. Guests or relatives of the owners shall be allowed to park their vehicles on the street during their visit, but not to exceed one week at a time. No vehicle shall be parked on a vacant lot for storage at any time. Parking shall not be allowed in the front yard setback or a side yard setback that is adjacent to a street unless it is in a designated driveway. Boats, trailers, other recreational vehicles, large trucks, and commercial vehicles shall not be parked on the streets.
8. Storage Tanks. No tank for the storage of fuel is allowed in the development.
9. Building Location. No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines as required by Lehi City.
10. Building Materials. No building material of any kind or character shall be placed or stored upon any lot until the owner thereof is ready to commence improvements, and then, the material shall be placed within the property lines of the plot upon which the improvements are to be erected and shall not be placed in the streets or between the curb and property line.
11. Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. All power and telephone lines must be run underground.
12. Nuisances. No noxious, illegal, or offensive activity shall be carried on upon the property at any time nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.
13. Signs. No signs, billboards or advertising structures may be erected or displayed on any lot in the Subdivision, except that a single sign, not more than 3x5 feet in size advertising a specific unit for sale or house for rent, or project/construction sign not to exceed 5x8 feet in size, may be displayed on the premises affected.
14. Trash. No trash, ashes or any other refuse may be dumped or thrown on any lot in the Subdivision. All homes must subscribe to city garbage disposal service. Trash cans must be stored out of public sight.
15. Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other out buildings shall be used on any lot at any time as a residence, either temporarily or permanently.
16. Fences. All fences must be approved by the Committee prior to construction of the fence.
17. Relocated Building and Modular Homes. No building which was formerly located in another site shall be moved onto a lot in this Subdivision. Also modular homes are restricted from being placed on any lot in this Subdivision.

1. To maintain a degree of protection to the investment which homeowners in this area may make, homes of customary design are requisite. Designs shall be limited to those prepared by architects licensed to practice in the State of Utah or by designers of outstanding ability whose previous work may be reviewed as a part of the approval process.

2. Preliminary Plans. (To be filed for approval and accepted before final plans are begun.) Preliminary Plans shall include as minimum the following:

- a. Plot plan to scale of entire site with buildings located and elevation of floors shown above or below a designated point on the street.
- b. Floor plans of each floor level to scale.
- c. Elevations to scale of all sides of the house.
- d. One major section through house.
- e. A perspective (optional).

Outline specifications shall give basic structure system and outline all materials to be used on the exterior of the residence.

3. Final Plans. (To be filed for approval and accepted before construction is begun.) Final Plans shall include as minimum the following:

- a. Plot plans to scale showing the entire site, buildings, garages, walks, drives, and retaining walls, with elevations of the existing and finished grades and contours, including those at the outside corners of the buildings and at adjacent property lines and street fronts, and elevations of floors from a designated point on the street.
- b. Detailed floor plans.
- c. Detailed elevations, indicating all materials and showing existing and finished grades.
- d. Detailed sections, cross and longitudinal.
- e. Details of cornices, porches, windows, doors, garage or carports, garden walls, steps, patios, *etc.*

Specifications shall give complete descriptions of materials to be used. Descriptions of exterior materials should be supplemented with a notation of the colors to be used on the exterior of the residence.

4. Committee Procedure. The members of the Committee in agreement that constitute a majority shall affix their signatures to any plans upon which the Committee has taken action, shall indicate the date of the action, and shall indicate the nature of the actions. On occasions when a member of the Committee shall be in opposition, a majority of two in favor shall govern.

- a. That the Committee shall accept or reject:
 1. Preliminary Plans of proposed residences (as defined herein).
 2. Final Plans of proposed residences (as defined herein).
 3. Planning Problems or complaints by property owners.
- b. The Committee shall act within fourteen (14) days on the preliminary plans, and notice will be given to the parties concerned.

c. The final plans shall be delivered to the Committee which shall accept or reject them within seven days and so notify the owner.

d. An owner whose plans are rejected shall meet with the Committee at the Committee's invitation where the Owner shall be informed of the nature of the cause of the action so that the Owner can take the steps necessary toward obtaining approval of the plans.

e. The Committee has the authority to judge buildings, materials, fences, painting, *etc.*, on whatever basis available to it with the aim of preserving what it feels are the best interest of the property owners represented. These shall include aesthetics, permanence of materials, *etc.* All decisions of the Committee shall be final.

f. In the event the Committee, or its designated representative, fails to approve or disapprove such design and location within thirty (30) days after such plans and specifications have been submitted to it, or in any event, if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required and this covenant will be deemed to have been complied with, provided the structure shall conform to and be in harmony with existing structures in the Subdivision and with the other provisions herein contained.

E. GENERAL PROVISIONS

1. Extent of Obligation. These covenants, conditions, restrictions and reservations shall be perpetual and shall apply to and be forever binding upon the grantees, successors, executors, administrators and assigns, and are imposed upon the land as an obligation and charge against the same for the benefit of the grantors herein named, their successors and assigns as a general plan for the benefit of the Subdivision.

2. Amendment. These covenants can be terminated or amended by agreement in writing signed by two-thirds (2/3) of the property owners in the Subdivision and by approval of the Lehi City Council.

3. Enforcement. In the event of violation of any of these covenants, the Architectural and Landscape Committee is authorized and empowered to take such action as may be necessary to restrain or enjoin the violators of these covenants, it being understood and agreed by all of the signatories hereto that the cost, including attorney fees, of such enforcement shall be borne by property owners proportionately to the frontage each owns on any street in the Subdivision. Lehi City may also enforce these covenants at its sole discretion.

4. Severability. Invalidation of any one of these covenants by judgment or court order shall in nowise affect any of the other provisions which shall remain in full force and effect.

PARTIAL RELEASE OF PARK DEDICATION CREDIT

WHEREAS, Patterson Construction, Inc. ("Patterson") entered into agreements with Lehi City Corporation ("Lehi") dated December 8, 1998 and February 23, 1999; and

WHEREAS, pursuant to said agreements, Patterson dedicated approximately 17.749 acres of real property to Lehi City for use by Patterson or assigns for subsequent park dedication requirements pursuant to the provisions of the PRD Overlay Zone and therefore has a credit with Lehi City for such subsequent dedication requirements in the sum of 17.749 acres; and

WHEREAS, Patterson has assigned 8.64 acres of said credit to Mel Frandsen, the developer of Stagecoach Subdivision Plat D. for the purpose of partially satisfying park dedication requirements for said Stagecoach Subdivision and issued a partial release to Lehi City of park dedication credit for said 8.64 acres, leaving a balance of 9.109 acres. Said partial release was dated September 20, 1999; and

WHEREAS, Patterson has assigned 1.65 acres of said credit for the purpose of satisfying park dedication requirements for Sunset Meadows Subdivision, Plat A, and issued a partial release to Lehi City of park dedication credit for said 1.65 acre, leaving a balance of 7.459 acres. Said partial release was dated September 20, 2000; and

WHEREAS, the park dedication requirements for the PRD of Chappel Valley Subdivision, Plat F, Phases I and II is 5.08 acres and Patterson desires to issue a partial release of the above referenced park dedication credit in satisfaction of that requirement.

WHEREAS, Patterson is therefore willing to release Lehi from its obligation to Patterson as it relates to 5.08 acres of park dedication credit.

NOW, THERE, Patterson hereby partially releases Lehi from its obligation pursuant to the said attached agreements, of 5.08 acres of credit for subsequent park dedication as described above, thereby leaving a remainder of 2.379 acres of park dedication credit as of the date of this agreement.

DATED this 26th day of October, 2000.

Patterson Construction, Inc.

By: _____

Its: PRESIDENT



Janet J. Ashton, Deputy Recorder 11/1/00
Connie J. Ashton, City Recorder Date

RECORDING & FILING INFORMATION

Exhibit "E"

**QUIT-CLAIM DEED
(CORPORATE FORM)**

ENT 86322-2000 Pg 1 of 1
RANDALL A. COVINGTON
UTAH COUNTY RECORDER
2000 Oct 31 3:31 pm FEE 10.00 BY SB
RECORDED FOR SIGNATURE TITLE

ENT 87937:2000 PG 17 of 17

PATTERSON CONSTRUCTION, INC., a corporation organized and existing under the laws of the State of Utah, with its principal office at LEHI, County of UTAH, State of Utah, grantor hereby QUIT CLAIMS to

LEHI CITY

grantee,

of 99 W MAIN LEHI UT 84043 for the sum of TEN DOLLARS (\$10.00) AND OTHER GOOD AND VALUABLE CONSIDERATION, the following described tract of land in Utah County, State of Utah:

(DETENTION POND IBO CHAPPEL VALLEY, PLATS "E" & "F")
COMMENCING AT A POINT LOCATED SOUTH 210.71 FEET AND WEST 1278.49 FEET FROM THE NORTH ONE QUARTER CORNER OF SECTION 20, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN (BASIS OF BEARING IS THE UTAH STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE); THENCE NORTH 89°58'40" WEST 297.93 FEET; THENCE NORTH 194.29 FEET; THENCE NORTH 50°32'15" EAST 97.45 FEET; THENCE SOUTH 89°21'46" EAST 210.01 FEET; THENCE NORTH 100.01 FEET; THENCE SOUTH 89°21'46" EAST 17.05 FEET; THENCE SOUTH 00°42'24" WEST 353.85 FEET TO THE POINT OF BEGINNING.

The officers who sign this deed hereby certify that this deed and the transfer represented thereby was duly authorized under a resolution duly adopted by the board of directors of the grantor at a lawful meeting duly held and attended by a quorum.

In witness whereof, the grantor has caused its corporate name and seal to be hereunto affixed by its duly authorized officers this 31st day of October, A.D. 2000.

PATTERSON CONSTRUCTION, INC.
Company

By

[Signature]
JAMES PATTERSON, President

STATE OF UTAH)
)SS
County of Utah)

On the October day of October, 2000, by JAMES PATTERSON, the PRESIDENT of PATTERSON CONSTRUCTION, INC.

[Signature]
Notary Public

