

Bush and Gudgell, Inc.

205 East Tabernacle #4

St. George, UT 84770

(435) 673-2337 Ph.

(435) 673-3161 Fax

www.bushandgudgell.com

April 26, 2006

Town of Leeds
218 North Main Street
Leeds, UT 84746

Ref: Alberta Pace Road

Dear Leeds Town,

Todd Edwards, P.E. from Bush and Gudgell has inspected the Alberta Pace Road. On February 23, 2006 he issued a letter identifying 5 items that required attention. Upon reviewing these items today it appears that all items with the exception of Item 4 have been addressed. This item involves the length of the culvert at the highway 91 intersection and the reduced road and curb width at that location. The Town should address this issue during it's consideration of the acceptance of this roadway.

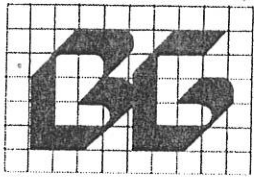
Attached please find a copy of the original letter and a copy of the as built drawings and rock wall certification. Todd is currently out of the office due to illness and in his absence all communications can be directed through myself. Please let us know if you require any additional items.

Sincerely,

A handwritten signature in dark ink, appearing to be 'JR' with a large loop at the end.

Jim Raines, P.L.S.
President

Jar/attachments

**BUSH & GUGGELL, INC.**

Engineers • Planners • Surveyors

205 East Tabernacle - #4

St. George, Utah 84770

(435) 673-2337

(435) 673-3161 FAX

February 23, 2006

jin

Alberta Pace
900 N 513 East
Leeds Utah 84746

Alberta,

As per your and the Town of Leeds request, I inspected the Majestic Mnt. Road in Leeds today. I received a copy of some hand drawn as-built drawings from Progressive Contracting, Inc. (PCI) as well as a Final Grading Report from Landmark Testing and Engineering. I have the following observations that should be addressed before Leeds approves of this road:

1. The as-built (record) drawings should be updated in autocad format by your engineer, Miller Consulting, Inc. to reflect the as-constructed roadway. All driveway locations, additional rock walls, reconfiguration of the intersection with Highway 91, utilities, and drainage should be shown.

2. There appears to be no certification of the rock walls in the Final Grading Report. Someone needs to confirm that the walls were built of competent rock and as per the design.

3. The fire hydrant along highway 91 is covered and does not appear to be functioning. This needs to be corrected.

*main line Because it is installed
section line*

4. An explanation as to why the intersection curb location at Highway 91 was changed from design needs to be justified and approved by the Town.

news us! Steep

5. A railing appears to be needed along the sidewalk next to the rock wall to keep pedestrians safe from a dangerous fall.

quote →

The roadway appears to be built very well and the landscaping is well done in the traffic islands. Please have your engineers and/or contractor address the above comments.

Regards,

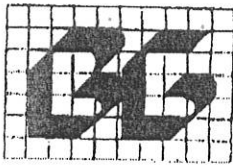
Todd Edwards
Todd Edwards, P.E.
Vice President

Cc: PCI, Miller Consulting, and Town of Leeds

\\Linda\c\Documents and Settings\Administrator\My Documents\My Docs 2006\Letters 2006\Leeds Majestic Mnt. Road Inspection.doc

alberta

879-2260

**BUSH & GUGGELL, INC.**

Engineers • Planners • Surveyors

205 East Tabernacle - #4

St. George, Utah 84770

(435) 673-2337

(435) 673-3161 FAX

Ken Miller 688-5053

February 23, 2006

Alberta Pace
900 N 513 East
Leeds Utah 84746

Alberta,

As per your and the Town of Leeds request, I inspected the Majestic Mnt. Road in Leeds today. I received a copy of some hand drawn as-built drawings from Progressive Contracting, Inc. (PCI) as well as a Final Grading Report from Landmark Testing and Engineering. I have the following observations that should be addressed before Leeds approves of this road:

1. The as-built (record) drawings should be updated in autocad format by your engineer, Miller Consulting, Inc. to reflect the as-constructed roadway. All driveway locations, additional rock walls, reconfiguration of the intersection with Highway 91, utilities, and drainage should be shown.
2. There appears to be no certification of the rock walls in the Final Grading Report. Someone needs to confirm that the walls were built of competent rock and as per the design.
3. The fire hydrant along highway 91 is covered and does not appear to be functioning. This needs to be corrected.
4. An explanation as to why the intersection curb location at Highway 91 was changed from design needs to be justified and approved by the Town.
5. A railing appears to be needed along the sidewalk next to the rock wall to keep pedestrians safe from a dangerous fall.

The roadway appears to be built very well and the landscaping is well done in the traffic islands. Please have your engineers and/or contractor address the above comments.

Regards,

Todd Edwards
Todd Edwards, P.E.
Vice President

Cc: PCI, Miller Consulting, and Town of Leeds

\\Linda\c\Documents and Settings\Administrator\My Documents\My Docs 2006\Letters 2006\Leeds Majestic Mnt. Road
Inspection.doc

Prospectus for Silver Country Stores and Silver Country Camp RV Park

Cousins Investments, LLC:

Mission/Vision Statement

4-18-06

A five year plan of growth is in progress.

The first phase is to clean up, analyze carefully, and bring into compliance with regulations on all levels.

The second phase is to repair or replace damaged, worn, or just plain ugly 'parts'.

The third phase is about growth. This is the phase we want to share with you tonight.

The mission statement for this phase is about doing it 'right', getting the right advice, making the right decisions, and finding the right niche.

During this phase, we would like to develop the history of the area as a theme. This might involve some of the following, and more:

- Parks, trails, trail head parking, public restrooms, natural gardens and paths.

- Murals and panoramas, decor

- Events, reenactments, classes, lectures, tours

- Displays, arts, holiday events

The plan for development includes surveying the local population about their needs and desires for commercial development. Park amenities such as pools and spas, laundromat, picnic and reception facilities would be available for public use.

There are now about 15,000 square feet of commercial rental space. Leases are in the works for a restaurant, bakery, produce sales, beauty salon, and art studio and auto service. Calls come in every day from people with business ideas. We would like know what services the Leeds citizens want, and also what they might want to open themselves.

A Farmer's Market is in the planning phase. Vendors are being contacted. Plans include Saturday morning events, with tasting, displays and new items only for sale.

(Not a 'flea' market}

The RV Park is in the engineering phase. Discussions about 'how many', how soon', and 'how much' are dominating our meetings, and will lead to decisions as soon as possible.

The final figures will rely heavily on the results of studies now being initiated, septic, electricity, water, soil, and parking to name a few.

For more information contact:

Don Fuller 435-864-7620, or
Karen Fuller 435-467-3855



WASHINGTON COUNTY

197 East Tabernacle ♦ St George, Utah 84770

Telephone: (435) 634-5700 ♦ Fax: (435) 634-5753

COMMISSION

ALAN D. GARDNER

Chairman
agardner@washco.state.ut.us

JAMES J. EARDLEY
jeardley@washco.state.ut.us

JAY ENCE
jence@washco.state.ut.us

JOHN C. WILLIE
Administrator

March 27, 2006

Randy Taylor
Utah Department of Environmental Quality
220 North 200 East
St. George, Utah 84770

Dear Randy:

In order to avoid any further misunderstanding or confusion on the part of developers and others regarding the position of Washington County relative to sewer in the county let me clarify the following:

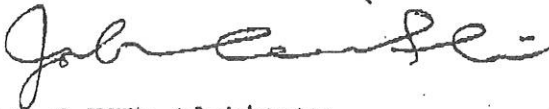
1. The county subdivision ordinance essential required the installation of some type of sewer system with every subdivision of any size in the county. Septic tanks may be approved as a last resort in some areas, but developers appear to be accepting the idea of the need for a sewer treatment facility with their projects.
2. Washington County is prepared to become the body politic for all of these systems. The county would be hard pressed to require a system to be developed and then not be willing to accept the responsibility as the body politic. The county will be the body politic for every system that is approved in the county.
3. Washington County does not favor one system above another. We rely upon the Department of Environmental Quality to review design criteria for such systems and any system that can be approved by the DEQ is acceptable for use in Washington County as far as we are concerned.
4. While this may be acceptable insofar as feasibility is concerned, that does not automatically grant a final approval for any system to be installed. To receive final approval in any subdivision, the developer must meet all requirements of the subdivision ordinance which may include the following:
 - A. Complete construction drawings of the proposed system including all outfall lines, any lift stations, and the approved location of the facility which may be approved only in connection with other similar developments in an area. It is the intent of the county to generally approve only one system in any one drainage area as opposed to a system for each and every subdivision that is submitted.

Randy Taylor - Page 2

- B. Approval of all plans and construction drawings for all water systems proposed to be used in the subdivision. This also requires final approval from the water company planning to provide water service, which may also impact the type of sewer system that will be approved.
- C. The approval by the county of an approved operator of the system. This may be suggested to the county by the developer, however the contract for operation and maintenance will be approved by the county. More than one maintenance operator could be approved for different systems throughout the county.
- D. At some point, the county intends to create a county-wide special service district to give direction to systems throughout the county. Until that is done, the county is prepared to give approval as the body politic for individual systems. The details of what the county will require will be determined in connection with each individual development and system.

Hopefully, this will give some direction to the DEQ as to the position of Washington County and what the county is prepared to do in regard to the treatment systems being proposed throughout the county.

Sincerely,



John C. Willie, Administrator
for Washington County

c.c. Commission
Water Conservancy District

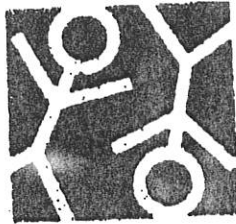
Silver Reef Park

Back Up Plan

Cost Estimate

(Expended by Aug. 2006 from Silver Highland Escrow Account)

Landscape Designer:	1,000.00
Susan Crook (See Attached Bid)	
Need Master Plan to scale with blueprints by June 1 st .	
Water Fountain:	1,000.00
(LDWA tap) moved and installed.	
Bridge Crossings:	1,000.00
Site Amenities: Stratton House Stone	3,000.00
Stonework associated with signage, water fountain & bridges:	
Tables & Benches (number to be determined)	2,600.00
Including cement work where needed	
Cleaning & Grubbing:	500.00
Trail Base:	500.00
Total	----- 9,600.00



Sonntag
Recreation, LLC

Scoreboards • Playgrounds • Bleachers • Park Furnishings

QUOTATION

ATTENTION: DALE BARNES

CITY OF LEEDS

84746

DATE 4-25-06

PAGE 01

REFERENCE

WABASH VALLEY E2

WE ARE PLEASED TO SUBMIT THE FOLLOWING QUOTATION FOR YOUR CONSIDERATION

DELIVERY		F.O.B.	TERMS	
Quantity	Description	Unit Price	Total Price	
1	SG 303-D BENCH	\$ 328.00	328.00	
2	SG 215-D TABLE	730.00	1460.00	
1	SG 206-D TABLE	844.00	844.00	
2	SG 205-D TABLE	782.00	1564.00	
1	SG 207-D TABLE	821.00	821.00	
1	SHIPPING CHARGES			
* THESE ARE INCLUDED IN EACH INDIVIDUAL PRICE. YOUR DISCOUNT HAS ALSO BEEN APPLIED.				
TOTAL			\$ 5017.00	

[Signature]

ACCEPTED

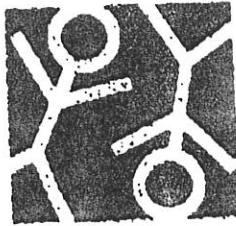
DATE

Thank You!

SIGN AND RETURN ACCEPTANCE COPY WHEN ORDERING

Sonntag Recreation, LLC
4245 Panorama Cir • Salt Lake City, Utah 84124
(801) 278-9797 • (800) 748-5450 • FAX# (801) 278-9799

APR 27 11:19 AM '06



Sonntag
Recreation, LLC

Scoreboards • Playgrounds • Bleachers • Park Furnishings

QUOTATION

ATTENTION: DALE BARNS
CITY OF LEEDS, 84746
FAX 435-879-6905

DATE 4-25-06
PAGE OF
REFERENCE

WE ARE PLEASED TO SUBMIT THE FOLLOWING QUOTATION FOR YOUR CONSIDERATION.

DELIVERY	F.O.B.	TERMS	
Quantity	Description	Unit Price	Amount
OTHER BENCH OPTIONS:			

PP411-D, 6' BENCH, W/BACK
INGROUND, PAGE 47

\$ 392.00

PP301-D, 6' BENCH, W/BACK
INGROUND, PAGE 44

\$ 395.00

BY *Chris Sonntag* ACCEPTED _____ DATE _____

SEND AND RETURN ACCEPTANCE COPY WHEN ORDERING

Thank You!

Sonntag Recreation, LLC
4245 Panorama Cir • Salt Lake City, Utah 84124
278-9797 • (800) 748-5450 • FAX# (801) 278-9794

INSTALL 1,100 L.F.
14" DR 17.0 HDPE
W/ 3' MIN. COVER



PT = 47+56.96

MATCH SHEET B2

MATCH SHEET A4

STA 43+56±
INSTALL 14"x8"
HDPE TEE

EXISTING GROUND ●
CENTERLINE OF PIPE

PVI STA = 46+50
PVI ELEV = 3809.42

STA 44+00

= 50+00
= 3787.12

3860
3850
3840
3830
3820

XEROX PROPOSAL

City of Leeds

(4/25/06)

SYSTEM

XEROX DC430st Digital Copier – Optional Printer

- 50 Original Automatic Duplexing Document Feeder
- 30 pages per min. Copier/Printer (600 d.p.i. Laser)
- 4.5 GB Hard Drive includes 64MB Ram
- Unlimited Sorting--no bins!
- Automatic Unlimited 2 sided (1:1,1:2,2:2,2:1)
- 25-400% Reduction/Enlargement, up to 11 x 17 output
- 2 Paper Trays + bypass, 1,050 sheets
- Optional On-line Stapler/Finisher
- Ethernet Network Printing Option (incl. 2 extra paper trays)
- 2,000 Account Electronic Auditron (For tracking and billing)

XEROX Lease

Monthly Charge – 48 months

\$80.78

All copies @ .0129 (Includes all maintenance & supplies – excludes paper)

Optional Fair Market Value Buy-out at end of term

Optional printing capability - \$23.60 per month (48 months)

Optional on-line stapling - \$18.37 per month (48 months)

Optional Fax - \$26.11 per month (48 months)

*Optional Scan to email - \$36.62 per month (48 months)

*Optional Scan to desktop (editing capability) - \$23.48

Fully loaded 430 w/ printing, on-line stapling, fax, scan to email

& scan to desktop – Monthly Charge – 48 months

\$190.85

All copies @ .0129 (Includes all maintenance & supplies – excludes paper)

*You must have the printing capability in order to do scanning. You will
Save \$18.11 per month if you purchase the machine fully loaded - \$190.85
vs. \$208.96.

The XEROX Advantage:

- State & Local contract #072164800
- XEROX Full Service: All Labor and Parts
- Cost per Page Plan: Includes all copies, prints and —regardless of size or coverage—print cartridges auto ship, no need to order – XEROX Full Service included!
- No service contracts, No expensive toners, developers or drums
- Guaranteed Parts Availability and Serviceability 7 years Minimum
- XEROX “Total Satisfaction Guarantee” 3 years or entire lease period!

[Yahoo!](#) [My Yahoo!](#) [Mail](#) [Make Yahoo! your home page](#)

 Search the Web
YAHOO! MAIL
 Welcome, **lawleedsmayor**
[\[Sign Out, My Account\]](#)
[Mail Home](#) - [Mail Tutorials](#) - [Help](#)

**Color Phone \$29.99 with
No Annual Contract!**

cingular
ONLINE ONLY!

 6010 Refurb.
 GoPhone service required.
 Certain restrictions apply.

[Mail](#) [Addresses](#) [Calendar](#) [Notepad](#)
[What's New](#) - [Mail For Mobile](#) - [Upgrades](#) - [Options](#)


 Autism speaks
 learn the signs

[Previous](#) | [Next](#) | [Back to Messages](#)

Folders [\[Add - Edit\]](#)
Inbox

Draft

Sent

Bulk

[Empty]

Trash

[Empty]

My Folders [\[Hide\]](#)

Interviews

Legal Issues

Prisbey

Sewers


 See your
 credit score: \$0

 Degrees in as
 fast as 1 year

 Online Degree
 Programs

 Earn Your
 Degree Online

 This message is not flagged. [\[Flag Message - Mark as Unread \]](#)
[Printable View](#)
From: "Colette" <ccox@netutah.com> [Add to Address Book](#) [Add Mobile Alert](#)
To: "'Trudy Law'" <lawleedsmayor@yahoo.com>

Subject: RE: Xerox Proposal

Date: Tue, 25 Apr 2006 12:34:27 -0600

Yes, the machine can copy up to 11x17. If you go with the copier only version, it comes with two paper trays. They are both adjustable so you can put any size up to 11 x17 in the drawer. If you decide to go with the printer version, it comes with 4 paper trays. If you think you might want the printing, I would advise to do it now. It is very expensive to add printing down the road. The easiest way to justify the printing is that it is ONLY .0129 per printed page. Almost all of the printers you print to are at least .03 and up (most more like .04 to .05 per print). The great part is that you have a 30 page per minute printer that can print on two side, on 11 x 17 paper, staple (if you go with that option), etc. Everything that you can do from the copier can be done at the print driver. I'll check back with you on Thursday. Good luck!

From: Trudy Law [mailto:lawleedsmayor@yahoo.com]

Sent: Tuesday, April 25, 2006 12:09 PM

To: Colette

Subject: Re: Xerox Proposal

Collette, I looks good. I am taking this to Town Council meeting on Wednesday night. I think we would do the lease, as well. Can we have 1 paper tray 8 1/2 x 11 and the other one 11 x 17? We like to do the big sheets for our newsletters. If not possible, we will just staple them instead. I guess I should also look at the cost of paper.

Thanks for your input. I'll get back to you. Trudy

Colette <ccox@netutah.com> wrote:

TC Members
From: Trudy Law
Re: New Copier for the office

We have been using the Ricoh copier we have for some time. It is a slow copier, and does not meet our current needs. Karen says she spends a lot of her time making copies, that is really inefficient and unproductive use of time. Also, we are sending a lot of documents out for copies when we need 2 sided or a large quantity of copies. I feel we would not be spending any more for a copier in our office that meets our needs than we are now spending.

Basic Copier Purchase Options: (ppm = pages per minute)

Preston Digital Solutions – Ricoh 20 ppm \$1,900

AAA Business Systems – 20 ppm \$1,674.75

Les Olson Company – Sharp 16 ppm \$1,129

We could add fax and print to this for a total of \$1,761.00

There are service agreements on all of these machines, which cover everything except the cost of the paper, which are reasonable, less than 2 cents per copy.

Lease Options:

Les Olson Company has the Sharp 35 ppm which features scan, fax, copy, print (from network computers) and staple finisher.

\$177.16 per month for a 3 year lease

\$123.70 per month for a 5 year lease

I would appreciate your consideration of these options for our meeting on Wednesday, the 26th. I feel that having a good copier in the office will more than pay for itself in outside copy charges (which have averaged about \$100/month) and productivity time of our staff.

Thanks,

Trudy

Proposal for SHARP Full Digital Equipment

Option 1

1 Sharp AR-M355N – Laser Multi-Function Copier/Printer	
35 pages per minute Laser Multi-Function Copier/Printer - 320 MB	
Ram Memory - 500 Sheet Paper Tray - MFP Controller - NIC(10/100	
Base T)	\$3,686.00
1 SHARP AR-EF3 – Scanner/D-SPF	Included
1 SHARP AR-RK2 – Scanner Rack	Included
1 SHARP AR-DU4 – Duplex Module/Multi-sheet Bypass Tray	\$225.00
1 SHARP AR-D28 – Large Capacity Paper Desk	\$598.00
1 SHARP AR-NS3 – Network Scanner Expansion Kit	\$609.00
1 SHARP AR-FX12 – Super G3 Facsimile Expansion Kit	\$524.00
1 SHARP AR-FN6 – Staple Finisher (offset stacks)	\$574.00

Pricing

Value Price:	\$6,216.00 Cash
36 Month Lease 0 down FMV:	\$177.16 Per Month (Plus Tax)
60 Month Lease 0 down FMV:	\$123.70 Per Month (Plus Tax)
48 month Lease	\$148.57

Service

Les Olson Company will Include our #4 Premier Service Contract to include all parts, labor, service, and consumable supplies such as toner, developer, heat rollers, drums and Travel billed at:

.0075¢ per copy/print

The Contract does not include paper or staples

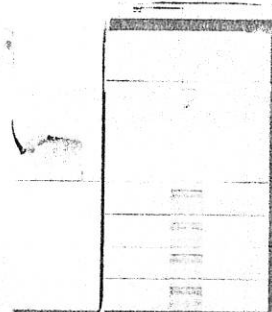
Chris cell 656-9177

SHARP

MX-2300N
MX-2700N

Advanced Color Document Systems

Sharp's new MX series color multifunction document systems are truly a departure from the ordinary. With an advanced scalable design, the new MX-2300N and MX-2700N offer all of the features you expect from a robust B&W MFP with the added benefit of cost-effective color. The MX series combine brilliant color imaging with advanced functionality at a surprisingly low total cost of ownership. Now, users can save time and money by producing professional color documents in-house with breathtaking image quality, while also watching the bottom line.



Sharp's Newest Features

- Powerful 600 MHz true multitasking color document system
- Advanced Image Stabilization provides high quality images page after page
- Industry leading ImageSEND function scans documents to USB devices, network folders, email and more
- Network ready PCL6/PCL5c printing system with direct print function and available PS3 emulation
- Large paper capacity - up to 5,600 sheets
- Super G3 fax option with PC fax and Inbound routing
- Supports Sharp's award winning multi-level document and MFP security suite
- Advanced web-based device management with on-board user manuals

The power and flexibility you need

With state-of-the-art color engine technology, the MX series can help your business work smarter, not harder. The MX series utilize a powerful **600 MHz true multi-tasking** controller that can easily process complicated color or B&W print jobs, even while documents are being scanned. But that's just the beginning, with a 100-sheet reversing document feeder, automatic duplexing and electronic sorting with offset stacking, you'll complete even large jobs in a snap. With Sharp's large customizable touch-screen display, operating the MX is simple and easy.

Reliability that will keep up with your business

The new MX workgroup document systems are designed to provide exceptional performance and productivity day after day! With copy/print speeds up to 23 ppm and 27 ppm respectively (in both color or B&W), you will have your jobs finished with time to spare. A total on-line **paper capacity of up to 5,600 sheets** means that the MX is ready when you are.

Best in class image quality

With Sharp's micro-fine toner technology and **Advanced Image Stabilization**, the new MX series offer enhanced image definition and consistent density for **beautiful output page after page**. The MX series also monitors ambient conditions during the imaging process and ensures optimum quality and color balance. The results are documents with crisp, clear images and dazzling high quality colors.

An easy to use, low maintenance color document system that makes sense

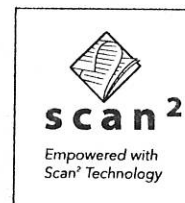
The new MX-2300N and MX-2700N are designed to accommodate both large and small office environments. With a compact wingless design, the footprint of each base model is less than 24" x 27". Convenient, front-loading paper drawers and easy-to-change toner cartridges make maintaining the MX series simple and uncomplicated. Our new long-life consumable parts and supplies minimize service intervals and down time, resulting in lower operating costs.

And to make managing all of the advanced features of your MX model simple and easy, ask your Authorized Sharp dealer about **MY Sharp**. This dedicated customer training website is customized to your MX model and allows you to locate resources and find information specific to your configuration, truly helping you maximize your MFP investment.



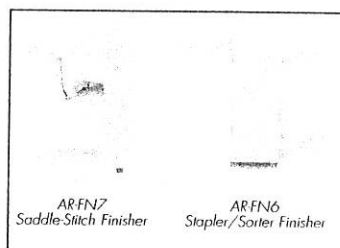
SHARP

With powerful copy, print, scan, and fax capabilities, the new Sharp ARM355N and AR-M455N Digital IMAGER™ Document Systems will become the heart of your workgroup—and the center of productivity.



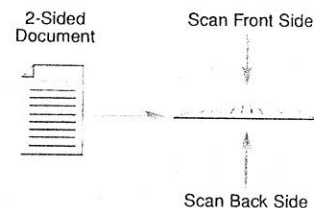
- › Innovative, Scan² Technology scans both sides of a 2-sided document in one pass—minimizing paper misfeeds, and maximizing productivity
- › Fast 35/45 ppm print speed
- › 50-sheet Duplex Single Pass Feeder for incredible efficiency
- › True multi-tasking engine controller
- › Standard document filing system enables users to easily archive documents
- › Standard 40 GB Hard Drive offers heightened speed and processing power
- › Auto Duplexing on stocks up to 97 lb. index
- › IP/MAC Address Filtering with security-enabled NIC card
- › New Card Shot feature conveniently copies both sides of an ID card onto a single sheet of paper
- › Additional features include advanced job build, x-y zoom, dual page copy, cover pages, negative image, mixed image, image stamp, department control, and more.
- › LDAP support with optional Network Scanner Expansion Kit

- › Optional Two-Tray Finisher or Saddle-Stitch Finisher which offers 3-position stapling, center folding, and 50-sheet stapling capacity

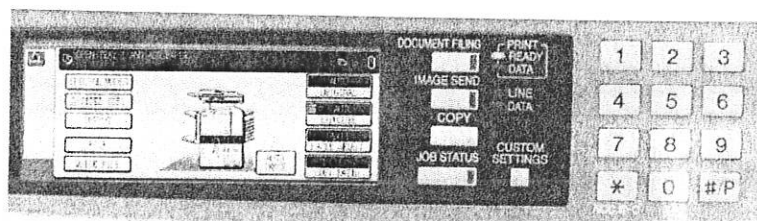


A choice of professional finishing options makes it easy to produce booklets, reports, and more in house.

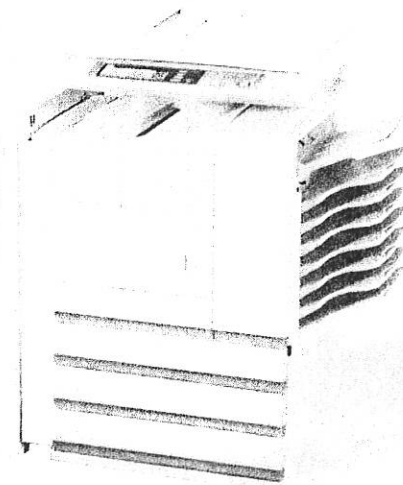
- › Optional Mail Bin Stacker offers 250-sheet face-down delivery tray and seven 100-sheet mail bins to help you organize your output



Sharp's new Scan² Technology scans both sides of a document simultaneously to speed up your workflow.



The user-friendly touch screen LCD display with icon-driven graphics simplifies sophisticated features (IN model shown)



IMAGER™

*Based on ITU Test chart #1 in standard resolution. Actual transmission speed and time will vary based on line conditions.



WASHINGTON COUNTY

197 East Tabernacle ♦ St George, Utah 84770
Telephone: (435) 634-5700 ♦ Fax: (435) 634-5753

JOHN C. WILLIE
Administrator

COMMISSION

ALAN D. GARDNER
Chairman
adgardner@washco.state.ut.us

JAMES J. EARDLEY
jeardley@washco.state.ut.us

JAY ENCE
jence@washco.state.ut.us

March 27, 2006

Randy Taylor
Utah Department of Environmental Quality
220 North 200 East
St. George, Utah 84770

Dear Randy:

In order to avoid any further misunderstanding or confusion on the part of developers and others regarding the position of Washington County relative to sewer in the county let me clarify the following:

1. The county subdivision ordinance essential required the installation of some type of sewer system with every subdivision of any size in the county. Septic tanks may be approved as a last resort in some areas, but developers appear to be accepting the idea of the need for a sewer treatment facility with their projects.
2. Washington County is prepared to become the body politic for all of these systems. The county would be hard pressed to require a system to be developed and then not be willing to accept the responsibility as the body politic. The county will be the body politic for every system that is approved in the county.
3. Washington County does not favor one system above another. We rely upon the Department of Environmental Quality to review design criteria for such systems and any system that can be approved by the DEQ is acceptable for use in Washington County as far as we are concerned.
4. While this may be acceptable insofar as feasibility is concerned, that does not automatically grant a final approval for any system to be installed. To receive final approval in any subdivision, the developer must meet all requirements of the subdivision ordinance which may include the following:
 - A. Complete construction drawings of the proposed system including all outfall lines, any lift stations, and the approved location of the facility which may be approved only in connection with other similar developments in an area. It is the intent of the county to generally approve only one system in any one drainage area as opposed to a system for each and every subdivision that is submitted.

- B. Approval of all plans and construction drawings for all water systems proposed to be used in the subdivision. This also requires final approval from the water company planning to provide water service, which may also impact the type of sewer system that will be approved.
- C. The approval by the county of an approved operator of the system. This may be suggested to the county by the developer, however the contract for operation and maintenance will be approved by the county. More than one maintenance operator could be approved for different systems throughout the county.
- D. At some point, the county intends to create a county-wide special service district to give direction to systems throughout the county. Until that is done, the county is prepared to give approval as the body politic for individual systems. The details of what the county will require will be determined in connection with each individual development and system.

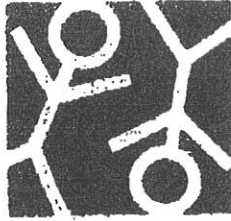
Hopefully, this will give some direction to the DEQ as to the position of Washington County and what the county is prepared to do in regard to the treatment systems being proposed throughout the county.

Sincerely,



John C. Willie, Administrator
for Washington County

c.c. Commission
Water Conservancy District



Sonntag
Recreation, LLC

Scoreboards • Playgrounds • Bleachers • Park Furnishings

QUOTATION

ATTENTION: **DALE BARNES**
CITY OF LEEDS

DATE **4-26-06**
PAGE OF
REFERENCE

WE ARE PLEASED TO SUBMIT THE FOLLOWING QUOTATION FOR YOUR CONSIDERATION

DELIVERY	F.O.B.	TERMS:	
Quantity	Description	Unit Price	Amount
1	54215-D TABLE INGROUND	\$ 775.00	
1	54125-D TABLE SURFACE MOUNT	\$ 729.00	
PRICES INCLUDE SHIPPING AND TIE DISCOUNT.			

BY

Chris Sonntag

ACCEPTED

DATE

SIGN AND RETURN ACCEPTANCE COPY WHEN ORDERING

Thank You!

Sonntag Recreation, LLC
4245 Panorama Cir • Salt Lake City, Utah 84124
(801) 278-9797 • (800) 748-5450 • FAX# (801) 278-9794

THE LAW OFFICE
OF
HEATH H. SNOW
A PROFESSIONAL CORPORATION

230 North 1680 East Suite D-1, St. George, Utah 84790
435-656-1900 (phone) 435-628-3575 (fax)
heathsnowlaw@qwest.net

April 27, 2006

Karen Markovich, Town Clerk/Recorder
Town of Leeds
PO Box 460879
Leeds, UT 84746

Re: Road Curb, Gutter and Sidewalk Improvement Deferral Agreement.

Dear Karen:

Enclosed please find the Deferral Agreement referred to above. Once you sign your name as the Town Recorder, it will be fully executed and ready to be recorded/filed with the Town of Leeds. Thank you for your attention to this matter.

Should you have any questions, please feel free to contact me at the number listed above.

Sincerely,



Heath Snow, Esq.
Attorney at Law

HHS/jmt
enclosure

\\Heath\law office\L\Leeds, Town of 550\00 General\lt karen 042706.doc

ROAD CURB, GUTTER AND SIDEWALK IMPROVEMENT

DEFERRAL AGREEMENT

THIS AGREEMENT is entered into by and between the Town of Leeds, hereinafter "Town", and Roger A. New and South Pine Rentals LLC Jared M. Westhoff -manager, hereinafter "Applicant."

RECITALS

WHEREAS, Applicant is the owner of the following parcel of real property located at 490 and 492 North Main Street, within the municipal boundaries of the Town of Leeds, in Washington County, State of Utah, (hereafter "Property") which is more particularly described as: L-78-A-3-B-2-C

See Exhibit A - Survey Plat

WHEREAS, Applicant desires the Town approve applicants request to subdivide the Property into separate building lots.

WHEREAS, Applicant desires to defer the Town's requirement to build certain public improvements such as the extension of the road, the curb, gutter and sidewalk ("Improvements") along Applicant's Property frontage at this time.

WHEREAS, the Planning Commission and the Town Council have found that:

A. Strict compliance with the provisions of the Town's Land Use and Subdivision Ordinance ("Subdivision Ordinance") would cause unusual and unnecessary hardship on the Applicant because of one or more of the following:

- (i.) The Property's topography;
- (ii.) The condition or nature of adjoining areas; or
- (iii.) The existence of other unusual physical conditions; and
- (iv.) The construction sequence

B. The Town's Public Works Director has reviewed the request and submitted a recommendation.

AGREEMENT

In consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. Town agrees to approve the Applicant's subdivision request and allow the final plat for the subdivision to be recorded upon the condition that applicant comply with all other conditions set forth in the Subdivision Ordinance and upon the condition that Applicant enter into and abide by the terms of this Agreement.

2. Applicant or assigned agrees to pay all costs associated with the Improvements on the frontage of that portion of the street known as North Main Street (Highway 91 which abuts the Property.

3. Applicant agrees that construction of the Improvements shall be completed before a Certificate of Occupancy for any individual lot within the subdivision will be issued.

4. If the Town determines it is appropriate to create a special improvement district (which includes the Property) to install the Improvements, Applicant agrees to participate and cooperate in the formation of the special improvement district, or pay within thirty (30) days from written request by the Town, a lump sum payment representing Applicant's assessment for the Property. Applicant's assessment shall be calculated as described hereafter, but in no event to exceed \$ _____.

5. The following additional condition(s) must be complied with by Applicant as condition(s) and term(s) of this Agreement: Underground utilities will be installed at Developers expense.

6. In the event of default by Applicant of any of the terms of this Agreement, Applicant authorizes the Town to install the Improvements on the Property's frontage. Applicant agrees to pay the Town for all costs and expenses incurred in installing the Improvements. Applicant agrees to pay the Town Eighteen Percent (18%) interest on the total amount due from the date of completion of the Improvements, until paid in full.

7. All notices or communications to be given under this Agreement shall be given in writing and shall be deemed given when deposited in the mail to the last known address of the party entitled to receive notice, postage prepaid, registered or certified.

8. This Agreement shall be recorded in the office of the Washington County Recorder at the Applicant's expense and shall constitute notice to all successors in interest in the Property and shall act as a lien upon the Property until the above-described assessment, including interest, is paid in full. This Agreement shall run with the land and shall bind and inure to the successors and assigns of the parties.

9. Applicant agrees to pay the Town all of its costs of enforcement of this Agreement, including attorney's fees and costs whether or not legal action is instituted.

10. All negotiations, understandings, representations, and preliminary agreements are merged herein. This Agreement may not be modified, amended, or revoked unless by a writing signed by all the parties hereto.

11. This Agreement shall be governed, interpreted, and construed by the laws of the State of Utah.

12. It is expressly agreed that the terms, covenants and conditions of this Agreement shall survive any legal act or conveyance required under this Agreement. All of the terms and conditions of this Agreement are expressly intended to be construed as covenants as well as conditions.

DATED THIS 21 day of APRIL, 2006

TOWN OF LEEDS:

By

Its Mayor

Attest:

Karen Markovich
Town Recorder

[Signature]
Applicant

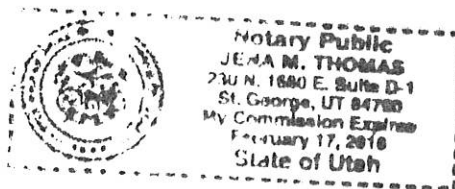
STATE OF UTAH)

COUNTY OF WASHINGTON) ss.

On this 21 day of APRIL, 2006, before me personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is signed on the preceding document, and acknowledged before me that he/she/they signed it voluntarily for its stated purpose.

Jena Thomas
NOTARY PUBLIC

Address: 230 N 1680 S D1 ST GEORGE
My Commission Expires: FEB 17 2010



PUBLIC NOTICE
EMERGENCY MEETING OF THE
LEEDS TOWN COUNCIL MEETING
SATURDAY, APRIL 29, 2006 - 12 NOON



The purpose of the meeting is to approve a new Town Engineering Firm and to increase the allowable funds for new CPUs for the office from \$800 to \$900 each.

Due to immediate needs for approvals by an engineering firm, this contract needs to be approved and in place prior to the next regularly scheduled Town Council meeting.

Due to the Clerk/Recorder's computer crash, and due to the cost estimates of some computer systems being considered, an increase of \$100 is needed to cover the possible costs as found by some available systems. The purchase of these CPUs needs to happen prior to the next regularly scheduled Town Council meeting

Any persons requiring special assistance in attending this meeting will be provided such assistance, in compliance with the Americans with Disabilities Act.

Posted this 29th day of April, 2006 at 8:45 a.m.

Trudy Law, Mayor
Town of Leeds

Minutes of the Leeds Town Council
Emergency Meeting
Saturday, April 29, 2006

1. Meeting called to order at 12:02 p.m.
2. Roll Call of those Present: Dale Barnes, Dave Harbour, Jared Westhoff and Mayor Trudy Law. Frank Lojko was excused.
3. Town Engineer: Discussion of Approval of a new Town Engineering firm was begun by Dave Harbour. There are needs for a Town Engineer and we have previously received bids from several firms. Dave met with Sunrise Engineering on some specifics he would like added to their contract. They agreed on everything except having a person in attendance of Town Council meetings at no charge. A Motion was made by Dave Harbour, seconded by Dale Barnes to accept Sunrise Engineering as the Town Engineer. A roll call vote was taken, with all in favor.
4. New CPUs: The computers for the recorder and the treasurer are slow and cumbersome. Approval was given at the last Town Council meeting to spend up to \$800 each for new systems in the office. After doing some searching on costs, some of the systems are running \$800-\$890 per system. The discussion of components and needs for systems followed. It was decided it would be more in line with actual costs of systems that would meet our needs to raise the allowed expenditure of each system from \$800 to \$1000. A motion was made by Mayor Law to spend up to \$1000 per system, for two (2) systems, and the decision on what our needs were and where to buy these systems would be done by Karen Markovich, the Recorder. The motion was seconded by Jared Westhoff. A roll call vote was taken with all in favor of the purchase.
5. Adjourned at 12:20 p.m.

Approved and signed this 10th day of May, 2006.


Trudy Law
Mayor

Attest:


Karen Markovich
Clerk/Recorder