

RETURNED
JUL 07 2010

When recorded, return to:
Layton Municipal Corporation
437 N. Wasatch Drive
Layton, UT 84041
11 - 405 - 0171

E 2538626 B 5061 P 823-826
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
07/07/2010 03:33 PM
FEE \$0.00 Pgs: 4
DEF RT REC'D FOR LAYTON CITY CORP

SPECIAL WARRANTY DEED

KAYSCREEK ESTATES HOMEOWNERS' ASSOCIATION, a Utah non-profit corporation ("Grantor"), located in Layton City, Davis County, State of Utah, hereby **CONVEYS and WARRANTS** against all claiming by, through, or under the Grantor, to **LAYTON CITY, a Utah municipal corporation** ("Grantee" or the "City"), of 437 N. Wasatch Dr., Layton, Davis County, State of Utah, for the sum of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration, the following-described tract of land in Davis County, Utah, ("Property") together with all improvements thereon, all water and mineral rights pertaining thereto, and all other rights and privileges appurtenant thereto, to wit:

Kayscreek Estates Phase 1 PRUD - A portion of Area "E"

A parcel of land lying within the N ½ and the SE ¼ of Section 31, Township 4 North, Range 1 West, SLB&M, Layton, Davis County, Utah, more particularly described as follows:

Commencing at the Center ¼ Corner of said Section 31, N 00°01'54" E along the north-south centerline of said section a distance of 135.59 feet to the point of beginning; Thence N 39°32'07" W a distance of 451.12 feet; Thence N 50°25'30" E a distance of 299.40 feet; Thence S 39°02'27" E a distance of 369.25 feet; Thence S 52°42'55" E a distance of 100.00 feet; Thence S 53°32'00" E a distance of 67.91 feet; Thence S 57°15'49" E a distance of 67.93 feet; Thence S 61°34'25" E a distance of 67.94 feet; Thence S 65°30'54" E a distance of 67.94 feet; Thence S 69°27'22" E a distance of 67.94 feet; Thence S 73°23'49" E a distance of 67.94 feet; Thence S 07°07'57" W a distance of 65.65 feet; Thence S 03°06'05" W a distance of 119.82 feet; Thence S 38°30'49" E a distance of 118.62 feet; Thence S 82°31'41" E a distance of 58.37 feet; Thence S 85°34'12" E a distance of 74.34 feet; Thence S 88°47'13" E a distance of 66.01 feet; Thence N 88°11'13" E a distance of 66.01 feet; Thence N 85°09'39" E a distance of 66.01 feet; Thence N 82°08'06" E a distance of 66.01 feet; Thence N 79°06'32" E a distance of 66.01 feet; Thence N 76°04'59" E a distance of 66.01 feet; Thence N 73°03'25" E a distance of 66.01 feet; Thence N 70°01'51" E a distance of 66.01 feet; Thence N 67°00'18" E a distance of 66.01 feet; Thence N 63°58'44" E a distance of 66.01 feet; Thence N 60°57'11" E a distance of 66.01 feet; Thence N 57°55'37" E a distance of 66.01 feet; Thence N 54°54'04" E a distance of 66.01 feet; Thence N 51°52'30" E a distance of 66.01 feet; Thence N 47°40'30" E a distance of 117.20 feet; Thence S 36°41'00" E a distance of 45.88 feet; Thence S 49°38'12" W a distance of 1006.56 feet; Thence S 49°27'27" W a distance of 220.54 feet; Thence S 49°58'17" W a distance of 176.12 feet; Thence N 39°32'07" W a distance of 1116.28 feet to the point of beginning.

Contains 16.51 Acres (719,223.58 Sq. Ft.)

SUBJECT TO all taxes, easements, restrictions, encumbrances, and other matters of record, and all matters that a physical inspection or accurate survey of the Property would disclose;

SUBJECT TO the following restrictions which shall run with the land in perpetuity, bind Grantee and its successors and assigns, and benefit Grantor and its successors and assigns:

The property shall be perpetually maintained as open space or a City park. The terms "open space" and "City park" shall have their ordinary regular meanings.

The City agrees to accept the Property for the purpose of establishing, at a future date, the improvements for a City park upon the Property.

After the Property is conveyed, the City will maintain the Property as open space until the City improves the Property as a City park, at which time the City will maintain the Property as a City Park. The owners of lots in the Kayscreek Estates Subdivision shall continue to have the right to use the Property in a manner consistent with open space until the Property is improved as a City park. Prior to improving the Property as a City park, the City shall not use the Property in any manner inconsistent with its use as open space or the construction and maintenance of a City park.

The City agrees to provide an opportunity for the Kayscreek Estates Homeowners' Association to participate in the design of the City park by including an advisory committee which will include City staff, members of the Kayscreek Estates Homeowners' Association, and the general public, for the purpose of making recommendations on plans for the City park. The Kayscreek Estates Homeowners' Association shall have the right to equitably challenge any use of the Property that is not consistent with the restrictions herein. In the event Grantor brings any such action, the prevailing party shall be awarded reasonable attorneys fees. The right to challenge shall apply only to the Kayscreek Homeowners' Association as it is comprised at the time of the challenge and shall not extend to individual lot owners within the Kayscreek Estates Homeowners' Association.

The City agrees to incorporate the following general guidelines relative to the City park:

- A. If any restrooms are constructed on the City park, they will be located as far towards the western portion of the property as technically possible in view of the existing topography needed to satisfy the engineering needs for sewer and availability of other utilities and will not be located within 100 feet (100') of the lot line of any lot in the Kayscreek Estates Subdivision.
- B. The City will install and maintain a uniform white vinyl privacy fence at a uniform location along the eastern boundary of the City park abutting homes within the Kayscreek Estates Subdivision. Each adjoining lot owner within the Kayscreek Estates Subdivision shall be allowed to install, at such homeowner's expense, a gate to allow access to the City park.

- C. The City will provide buffering, by way of plants, trees and other buffering methods consistent with the park design and budget, to separate the City park from the abutting homes along the western edge of the Kayscreek Estates Subdivision, and to buffer the western edge of the dedicated property from the anticipated extension of the Legacy Highway. The City agrees to consider input from adjoining lot owners from the Kayscreek Estates Subdivision regarding the buffering, or lack thereof, for their individual lots and to consider such input in the design to the extent consistent with the City park design and budget.
- D. The City park, by its size and design, will not be designated nor used as a regional sports facility, but will accommodate local activities, including sports. The recreational fields in the park will be designed for multiple recreational activities.
- E. All lighting, as reasonably feasible, will be directed away from the Kayscreek Estates Subdivision.
- F. Parking will be limited to one hundred (100) spaces or less and will be buffered from the homes along the east side of the City park.

Grantor binds itself to warrant and defend title to the Property as against all acts of Grantor, and none other, subject to the matters above set forth. No other warranties, express or implied, are given by this Special Warranty Deed. Witness the hand of said Grantor this day of March, 2010.

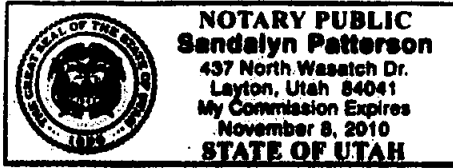
Kayscreek Estates Homeowners Association,
a Utah non-profit corporation

M. Cade Hoff
By: M CADE HOFF
Its: President

Lise D. Rauzi
By: Lise D. Rauzi
Its: Board Member

STATE OF UTAH)
 : ss.
COUNTY OF DAVIS)

The foregoing instrument was acknowledged before me this 14th day of May, 2010, by Cade Hoff, President, and Lise Rauzi, Board Member of Kayscreek Estates Homeowners Association, a Utah non-profit corporation, on behalf of the company,



Sandalyn Patterson
NOTARY PUBLIC

Agreed and Accepted:

Layton City Corporation

J. Stephen Curtis

J. Stephen Curtis, Mayor

Approved as to Form

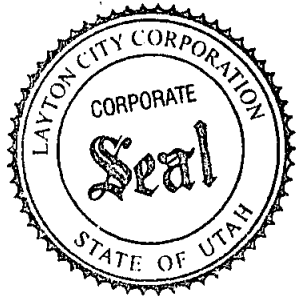
By *Christina*

Date 6-29-10

Attest:

Thieda Wellman

Thieda Wellman, City Reorder



STATE OF UTAH)
 : ss.
COUNTY OF DAVIS)

The foregoing instrument was acknowledged before me this 1st day of July, 2010, by J. Stephen Curtis, MAYOR of Layton City Corporation, a Utah municipal corporation, on behalf of the company.,

Thieda Wellman

NOTARY PUBLIC

