



RECORDING REQUESTED BY Mapleton City
 AND
 WHEN RECORDED MAIL TO:
 Mapleton City
 125 W 400 N
 Mapleton, UT 84664

ENT 52924=2024 PG 1 of 6
ANDREA ALLEN
UTAH COUNTY RECORDER
 2024 Aug 7 12:25 PM FEE 0.00 BY AS
 RECORDED FOR HEYER FAMILY PROPERTIES LC

AND
 MAIL TAX STATEMENTS TO:
 Mapleton City
 C/O Finance Department
 125 W 400 N
 Mapleton, UT 84664

Tax Parcel Id No. 27:037:0122

(Above Space For Recorder's Use Only)

SPECIAL WARRANTY DEED WITH RESTRICTIVE COVENANTS

MEYER FAMILY PROPERTIES, L.C., a Utah limited liability company (“Grantor”), having an address of 511 East Center Street, Spanish Fork, Utah 84660, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby convey and warranty against all who claim by, through, or under Grantor, to MAPLETON CITY, a Utah municipal corporation (“Grantee”), having an address of 125 West 400 North, Mapleton, Utah 84664, its successors and assigns forever, all of Grantor’s right, title, and interest in that certain real property situated in Utah County, Utah as described on Exhibit A attached hereto and made a part hereof (the “Property”).

TOGETHER WITH any improvements, rights-of-way, easements, privileges, and appurtenances pertaining to the Property.

EXCEPTING (i) any and all water and sewer rights pertaining to the Property, and (ii) the Grantor’s right, title, and interest in the remainder of the real property located within the existing parcel, as more particularly described on Exhibit B attached hereto and made a part hereof (the “Remaining Parcel”).

SUBJECT TO current taxes and other assessments, reservations in patents and all easements, rights-of-way, encumbrances, liens, covenants, conditions, restrictions, obligations and liabilities and other matters that may appear of record, enforceable in law and equity or that a correct and accurate survey or an inspection of the Property would reveal, in addition to the following restrictive covenants (collectively, the “Restrictive Covenants”):

Grantee, at its sole cost and expense, shall have until the date that is six (6) years from the date that this Special Warranty Deed with Restrictive Covenants (this “Deed”) is recorded in the Office of the Utah County Recorder (the “Construction Deadline”) to cause for the development, construction, and completion of a public park named “The Joseph James Evans Park” (the “Park”). Grantee shall also cause for the construction and establishment of a permanent memorial monument in the Park, to which shall be affixed a plaque furnished by Grantor, which plaque shall measure approximately twenty-four (24) inches by twenty (20) inches. Grantee shall only use and develop the Property for the operation of the Park (the “Permitted Use”). The Permitted Use shall be in effect until the date that is fifty (50) years from the date upon which the Park opens to the public (the “Term”). In the event that (i) the Park is not completed by the Construction Deadline, or (ii) the Property is used by Grantee during the Term for any purpose other than

the Permitted Use, then the Property shall automatically revert to Grantor or its successors and/or assigns. For the avoidance of doubt, Grantee shall be responsible for maintenance of the Park during the Term, in addition to all taxes, fees, liens and assessments applicable to the Park.

The rights, privileges, covenants, conditions and restrictions contained herein, shall be deemed to be covenants running with the Property, and shall inure to the benefit of and be binding upon the owners of the Property, and their respective successors and assigns. Reference to this Deed shall be included in any subsequent deed of conveyance, or any other document of ownership, or mortgage or trust deed or other document of obligation. This Deed may not be modified in any respect whatsoever, or rescinded, in whole or in part, except with the prior written consent of Grantor, Grantee, and any successor, and then only by written instrument duly executed and acknowledged by Grantor, Grantee, and any applicable successor and recorded in the Office of the Utah County Recorder. Whenever possible, each provision of this Deed will be interpreted in such a manner as to be valid under applicable law; provided, however, if any provision of this Deed is invalid or prohibited under applicable law, such provision will be ineffective to the extent of such invalidity or prohibition without invalidating the remaining provisions of this Deed. If any or all of the Property becomes subject to condemnation or taking proceedings, whether by Grantee or its affiliates, Grantee shall promptly pay to Grantor an amount equal to the fair market value of the affected portion of the Property. The Permitted Use will expire automatically at the end of the Term without any further action required by Grantor, Grantee or any successor, and Grantee shall maintain fee simple interest in the Property no longer subject to the Restrictive Covenants named herein.

[Signature Page Follows]

EXHIBIT A
TO
SPECIAL WARRANTY DEED

Legal Description of the Property

Real property located in Utah County, Utah, being further described as follows:

BEGINNING AT A POINT LOCATED SOUTH 00°10'52" EAST ALONG THE QUARTER SECTION LINE 1349.65 FEET AND WEST 14.65 FEET FROM THE NORTH QUARTER CORNER OF SECTION 27, TOWNSHIP 8 SOUTH, RANGE 3 EAST, SALT LAKE BASE & MERIDIAN; THENCE SOUTH 00°17'52" WEST 85.79 FEET; THENCE SOUTH 89°29'56" WEST 230.21 FEET; THENCE SOUTH 00°00'34" EAST 515.58 FEET; THENCE WEST 613.49 FEET; THENCE NORTH 553.00 FEET; THENCE WEST 485.91 FEET; THENCE NORTH 38.88 FEET; THENCE NORTH 89°30'17" EAST 1330.02 FEET TO THE POINT OF BEGINNING.

AREA = 406,970 SQ. FT. OR 9.3427 ACRES

EXHIBIT B
TO
SPECIAL WARRANTY DEED

Legal Description of the Remaining Parcel

Real property located in Utah County, Utah, being further described as follows:

BEGINNING AT A POINT LOCATED SOUTH 00°10'52" EAST ALONG THE QUARTER SECTION LINE 1953.03 FEET AND WEST 247.12 FEET FROM THE NORTH QUARTER CORNER OF SECTION 27, TOWNSHIP 8 SOUTH, RANGE 3 EAST, SALT LAKE BASE & MERIDIAN; THENCE SOUTH 00°00'34" EAST 564.28 FEET; THENCE SOUTH 87°55'16" WEST 665.38 TO HIGHWAY 89; THENCE ALONG SAID HIGHWAY 89 ALONG THE ARC OF A 4779.70-FOOT RADIUS CURVE TO THE LEFT 646.96 FEET (CHORD BEARS N 23°26'34" W 646.62 FEET); THENCE SOUTH 89°06'13" EAST 308.64 FEET; THENCE EAST 613.49 FEET TO THE POINT OF BEGINNING.

AREA = 459,021 SQ. FT. OR 10.5377 ACRES



July 23, 2024

Utah County Recorder
100 E Center St
Suite 1300
Provo, UT 84606

RE: Deed Recording

Utah County Recorder,

Mapleton City authorizes the recording of the attached Special Warranty Deed from the Meyer Family Properties, L.C. to Mapleton City. If you have any questions, please let me know. Thank you!

Sincerely,

Sean Conroy
Community Development Director
Assistant City Administrator