

When recorded, mail to:
Layton City Recorder
437 N. Wasatch Drive
Layton, UT 84041

E 3490252 B 8060 P 526-571
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
07/29/2022 12:28 PM
FEE \$0.00 Pgs: 46
DEP RTT REC'D FOR LAYTON CITY

RETURNED

JUL 29 2022

Affects Parcel Numbers Noted Herein

**NOTICE OF DEVELOPMENT AGREEMENT
PERTAINING TO KAYSCREEK ESTATES PRUD SUBDIVISION,
LAYTON CITY, DAVIS COUNTY, UTAH**

On April 3, 1997 the Layton City Council adopted Resolution 97-19 adopting and approving an agreement for development of land, between Layton City and Advantage Communities, Inc. This Notice, recorded in the office of the Davis County Recorder, notifies all current and future property owners of said development agreement for all designated properties pertaining to development conditions and requirements.

11-405-0167 ALL OF PARCEL A, KAYSCREEK ESTATES PHASE ONE, A PRUD CONTAINS 0.262 ACRES (PARK AREA) THE INFORMATION SHOWN ON THIS PARCEL NUMBER IS FOR REFERENCE PURPOSES AND THIS PARCEL IS NOT TO BE CONSTRUED AS A TAXABLE PARCEL OF LAND

11-405-0168 ALL OF PARCEL B, KAYSCREEK ESTATES PHASE ONE, A PRUD CONTAINS 1.30 ACRES (PARK AREA) THE INFORMATION SHOWN ON THIS PARCEL NUMBER IS FOR REFERENCE PURPOSES ONLY AND THIS PARCEL IS NOT TO BE CONSTRUED AS A TAXABLE PARCEL OF LAND.

11-405-0172 ALL OF PARCEL F, KAYSCREEK ESTATES PHASE ONE A PRUD CONTAINS 0.994 ACRES (KAYSCREEK) THE INFORMATION SHOWN ON THIS PARCEL NUMBER IS FOR REFERENCE PURPOSES AND THIS PARCEL IS NOT TO BE CONSTRUED AS A TAXABLE PARCEL OF LAND.

11-405-0179 ALL OF PARCEL J, KAYSCREEK ESTATES PHASE ONE A PRUD. CONT. 10.274 ACRES. (AGRICULTURE PRESERVE & KAYSCREEK)

11-405-0180 ALL OF PARCEL "E", KAYSCREEK ESTATES PHASE ONE A PRUD. CONTAINS 22.74 ACRES (AGRICULTURE PRESERVE) LESS & EXCEPTING: KAYSCREEK ESTATES PHASE ONE PRUD - A PORTION OF AREA "E". A PARCEL OF LAND LYING WITHIN THE N 1/2 & THE SE 1/4 OF SEC 31-T4N-R1W, SLB&M, MORE PARTLY DESC AS FOLLOWS: COM AT THE CENTER 1/4 COR OF SD SEC 31, N 00°01'54" E ALG THE NORTH-SOUTH CENTERLINE OF SD SEC A DIST OF 135.59 FT TO THE POB; TH N 39°32'07" W, A DIST OF 451.12 FT; TH N 50°25'30" E, A DIST OF 299.40 FT; TH S 39°02'27" E, A DIST OF 369.25 FT; TH S 52°42'55" E, A DIST OF 100.00 FT; TH S 53°32'00" E, A DIST OF 67.91 FT; TH S 57°15'49" E, A DIST OF 67.93 FT; TH S 61°34'25" E, A DIST OF 67.94 FT; TH S 65°30'54" E, A DIST OF 67.94 FT; TH S 69°27'22"

E, A DIST OF 67.94 FT; TH S 73[^]23'49" E, A DIST OF 67.94 FT; TH S 07[^]07'57" W, A DIST OF 65.65 FT; TH S 03[^]06'05" W, A DIST OF 119.82 FT; TH S 38[^]30'49" E, A DIST OF 118.62 FT; TH S 82[^]31'41" E, A DIST OF 58.37 FT; TH S 85[^]34'12" E, A DIST OF 74.34 FT; TH S 88[^]47'13" E, A DIST OF 66.01 FT; TH N 88[^]11'13" E, A DIST OF 66.01 FT; TH N 85[^]09'39" E, A DIST OF 66.01 FT; TH N 82[^]08'06" E, A DIST OF 66.01 FT; TH N 79[^]06'32" E, A DIST OF 66.01 FT; TH N 76[^]04'59" E, A DIST OF 66.01 FT; TH N 73[^]03'25" E, A DIST OF 66.01 FT; TH N 70[^]01'51" E, A DIST OF 66.01 FT; TH N 67[^]00'18" E, A DIST OF 66.01 FT; TH N 63[^]58'44" E, A DIST OF 66.01 FT; TH N 60[^]57'11" E, A DIST OF 66.01 FT; TH N 57[^]55'37" E, A DIST OF 66.01 FT; TH N 54[^]54'04" E, A DIST OF 66.01 FT; TH N 51[^]52'30" E, A DIST OF 66.01 FT; TH N 47[^]40'30" E, A DIST OF 117.20 FT; TH S 36[^]41'00" E, A DIST OF 45.88 FT; TH S 49[^]38'12" W, A DIST OF 1006.56 FT; TH S 49[^]27'27" W, A DIST OF 220.54 FT; TH S 49[^]58'17" W, A DIST OF 176.12 FT; TH N 39[^]32'07" W, A DIST OF 1116.28 FT TO THE POB. CONT. 16.51 ACRES TOTAL ACREAGE 6.23 ACRES (NOTE: THE INFORMATION SHOWN ON THIS PARCEL NUMBER IS FOR REFERENCE PURPOSES ONLY AND THIS PARCEL IS NOT TO BE CONSTRUED AS A SEPARATELY TAXABLE PARCEL OF LAND.)

11-424-0335 ALL OF PARCEL A, KAYSCREEK ESTATES PHASE THREE PRUD CONT. 2.44 ACRES THE INFORMATION SHOWN ON THIS PARCEL NUMBER IS FOR REFERENCE PURPOSES ONLY AND THIS PARCEL IS NOT TO BE CONSTRUED AS A TAXABLE PARCEL OF LAND.

11-424-0336 ALL OF PARCEL B, KAYSCREEK ESTATES PHASE THREE PRUD CONT. 0.24 ACRES THE INFORMATION SHOWN ON THIS PARCEL NUMBER IS FOR REFERENCE PURPOSES ONLY AND THIS PARCEL IS NOT TO BE CONSTRUED AS A TAXABLE PARCEL OF LAND.

11-424-0337 ALL OF PARCEL C, KAYSCREEK ESTATES PHASE THREE PRUD CONT. 0.28 ACRES THE INFORMATION SHOWN ON THIS PARCEL NUMBER IS FOR REFERENCE PURPOSES AND THIS PARCEL IS NOT TO BE CONSTRUED AS A TAXABLE PARCEL OF LAND.

11-442-0431 PARCEL A AS DEFINED BY THE PLAT OF KAYSCREEK ESTATES PHASE FOUR A PRUD, RECORDED 12-2-1998, AS E# 1465941, BK 2404, PG 396. CONT. 0.631 ACRES THE INFORMATION SHOWN ON THIS PARCEL NUMBER IS FOR REFERENCE PURPOSES AND THIS PARCEL IS NOT TO BE CONSTRUED AS A TAXABLE PARCEL OF LAND.

11-442-0432 PARCEL B AS DEFINED BY THE PLAT OF KAYSCREEK ESTATES PHASE FOUR A PRUD, RECORDED 12-2-1998, AS E# 1465941, BK 2404, PG 396. CONT. 0.245 ACRES THE INFORMATION SHOWN ON THIS PARCEL NUMBER IS FOR REFERENCE PURPOSES AND THIS PARCEL IS NOT TO BE CONSTRUED AS A TAXABLE PARCEL OF LAND.

11-405-0001 ALL OF LOT 1, KAYSCREEK ESTATES PHASE ONE PRUD, CONT. 0.201 ACRES

1-405-0002 ALL OF LOT 2, KAYSCREEK ESTATES PHASE ONE PRUD, CONT. 0.164
ACRES

11-405-0003 ALL OF LOT 3, KAYSCREEK ESTATES PHASE ONE PRUD, CONT. 0.164
ACRES

11-405-0004 ALL OF LOT 4, KAYSCREEK ESTATES PHASE ONE PRUD, CONT. 0.165
ACRES

11-405-0005 ALL OF LOT 5, KAYSCREEK ESTATES PHASE ONE PRUD, CONT. 0.160
ACRES

11-405-0006 ALL OF LOT 6, KAYSCREEK ESTATES PHASE ONE PRUD, CONT. 0.160
ACRES

11-405-0007 ALL OF LOT 7, KAYSCREEK ESTATES PHASE ONE PRUD, CONT. 0.152
ACRES

11-405-0008 ALL OF LOT 8, KAYSCREEK ESTATES PHASE ONE PRUD, CONT. 0.141
ACRES

11-405-0009 ALL OF LOT 9, KAYSCREEK ESTATES PHASE ONE PRUD, CONT. 0.32
ACRES

11-405-0010 ALL OF LOT 10, KAYSCREEK ESTATES PHASE ONE PRUD, CONT. 0.14
ACRES

11-405-0011 ALL OF LOT 11, KAYSCREEK ESTATES PHASE ONE PRUD, CONT. 0.141
ACRES

11-405-0012 ALL OF LOT 12, KAYSCREEK ESTATES PHASE ONE PRUD, CONT. 0.151
ACRES

11-405-0013 ALL OF LOT 13, KAYSCREEK ESTATES PHASE ONE PRUD, CONT. 0.174
ACRES

11-405-0014 ALL OF LOT 14, KAYSCREEK ESTATES PHASE ONE PRUD, CONT. 0.17
ACRES

11-405-0015 ALL OF LOT 15, KAYSCREEK ESTATES PHASE ONE PRUD, CONT. 0.163
ACRES

11-405-0016 ALL OF LOT 16, KAYSCREEK ESTATES PHASE ONE PRUD, CONT. 0.163
ACRES

11-405-0017 ALL OF LOT 17, KAYSCREEK ESTATES PHASE ONE PRUD, CONT. 0.164
ACRES

11-405-0018 ALL OF LOT 18, KAYSCREEK ESTATES PHASE ONE PRUD, CONT. 0.164
ACRES

11-405-0019 ALL OF LOT 19, KAYSCREEK ESTATES PHASE ONE PRUD, CONT. 0.164
ACRES

11-405-0020 ALL OF LOT 20, KAYSCREEK ESTATES PHASE ONE PRUD, CONT. 0.163
ACRES

11-405-0021 ALL OF LOT 21, KAYSCREEK ESTATES PHASE ONE PRUD, CONT. 0.16
ACRES

11-405-0022 ALL OF LOT 22, KAYSCREEK ESTATES PHASE ONE PRUD, CONT. 0.144
ACRES

11-405-0023 ALL OF LOT 23, KAYSCREEK ESTATES PHASE ONE PRUD, CONT. 0.17
ACRES

11-405-0024 ALL OF LOT 24, KAYSCREEK ESTATES PHASE ONE PRUD, CONT. 0.17
ACRES

11-405-0025 ALL OF LOT 25, KAYSCREEK ESTATES PHASE ONE PRUD, CONT. 0.141
ACRES

11-405-0026 ALL OF LOT 26, KAYSCREEK ESTATES PHASE ONE PRUD, CONT. 0.16
ACRES

11-405-0027 ALL OF LOT 27, KAYSCREEK ESTATES PHASE ONE PRUD, CONT. 0.161
ACRES

11-405-0028 ALL OF LOT 28, KAYSCREEK ESTATES PHASE ONE PRUD, CONT. 0.161
ACRES

11-405-0029 ALL OF LOT 29, KAYSCREEK ESTATES PHASE ONE PRUD, CONT. 0.161
ACRES

11-405-0030 ALL OF LOT 30, KAYSCREEK ESTATES PHASE ONE PRUD, CONT. 0.161
ACRES

11-405-0031 ALL OF LOT 31, KAYSCREEK ESTATES PHASE ONE PRUD, CONT. 0.161
ACRES

11-405-0032 ALL OF LOT 32, KAYSCREEK ESTATES PHASE ONE PRUD, CONT. 0.161

ACRES

11-405-0033 ALL OF LOT 33, KAYSCREEK ESTATES PHASE ONE PRUD, CONT. 0.161
ACRES

11-405-0034 ALL OF LOT 34, KAYSCREEK ESTATES PHASE ONE PRUD, CONT. 0.161
ACRES

11-405-0035 ALL OF LOT 35, KAYSCREEK ESTATES PHASE ONE PRUD, CONT. 0.161
ACRES

11-405-0036 ALL OF LOT 36, KAYSCREEK ESTATES PHASE ONE PRUD, CONT. 0.161
ACRES

11-405-0037 ALL OF LOT 37, KAYSCREEK ESTATES PHASE ONE PRUD, CONT. 0.161
ACRES

11-405-0038 ALL OF LOT 38, KAYSCREEK ESTATES PHASE ONE PRUD, CONT. 0.161
ACRES

11-405-0039 ALL OF LOT 39, KAYSCREEK ESTATES PHASE ONE PRUD, CONT. 0.151
ACRES

11-405-0040 ALL OF LOT 40, KAYSCREEK ESTATES PHASE ONE PRUD, CONT. 0.18
ACRES

11-405-0041 ALL OF LOT 41, KAYSCREEK ESTATES PHASE ONE PRUD, CONT. 0.195
ACRES

11-405-0042 ALL OF LOT 42, KAYSCREEK ESTATES PHASE ONE PRUD, CONT. 0.15
ACRES

11-405-0043 ALL OF LOT 43, KAYSCREEK ESTATES PHASE ONE PRUD, CONT. 0.16
ACRES

11-405-0044 ALL OF LOT 44, KAYSCREEK ESTATES PHASE ONE PRUD, CONT. 0.161
ACRES

11-405-0045 ALL OF LOT 45, KAYSCREEK ESTATES PHASE ONE PRUD, CONT. 0.16
ACRES

11-405-0046 ALL OF LOT 46, KAYSCREEK ESTATES PHASE ONE PRUD, CONT. 0.16
ACRES

11-405-0047 ALL OF LOT 47, KAYSCREEK ESTATES PHASE ONE PRUD, CONT. 0.16
ACRES

11-405-0048 ALL OF LOT 48, KAYSCREEK ESTATES PHASE ONE PRUD, CONT. 0.16
ACRES

11-405-0049 ALL OF LOT 49, KAYSCREEK ESTATES PHASE ONE PRUD, CONT. 0.184
ACRES

11-405-0050 ALL OF LOT 50, KAYSCREEK ESTATES PHASE ONE PRUD, CONT. 0.21
ACRES

11-405-0051 ALL OF LOT 51, KAYSCREEK ESTATES PHASE ONE PRUD, CONT. 0.18
ACRES

11-405-0052 ALL OF LOT 52, KAYSCREEK ESTATES PHASE ONE PRUD, CONT. 0.18
ACRES

11-405-0053 ALL OF LOT 53, KAYSCREEK ESTATES PHASE ONE PRUD, CONT. 0.18
ACRES

11-405-0054 ALL OF LOT 54, KAYSCREEK ESTATES PHASE ONE PRUD, CONT. 0.18
ACRES

11-405-0055 ALL OF LOT 55, KAYSCREEK ESTATES PHASE ONE PRUD, CONT. 0.18
ACRES

11-405-0056 ALL OF LOT 56, KAYSCREEK ESTATES PHASE ONE PRUD, CONT. 0.18
ACRES

11-405-0057 ALL OF LOT 57, KAYSCREEK ESTATES PHASE ONE PRUD, CONT. 0.21
ACRES

11-405-0058 ALL OF LOT 58, KAYSCREEK ESTATES PHASE ONE PRUD, CONT. 0.265
ACRES

11-405-0059 ALL OF LOT 59, KAYSCREEK ESTATES PHASE ONE PRUD, CONT. 0.195
ACRES

11-405-0060 ALL OF LOT 60, KAYSCREEK ESTATES PHASE ONE PRUD, CONT. 0.181
ACRES

11-405-0061 ALL OF LOT 61, KAYSCREEK ESTATES PHASE ONE PRUD, CONT. 0.177
ACRES

11-405-0062 ALL OF LOT 62, KAYSCREEK ESTATES PHASE ONE PRUD, CONT. 0.174
ACRES

11-405-0063 ALL OF LOT 63, KAYSCREEK ESTATES PHASE ONE PRUD, CONT. 0.174
ACRES

11-405-0064 ALL OF LOT 64, KAYSCREEK ESTATES PHASE ONE PRUD, CONT. 0.232
ACRES

11-405-0065 ALL OF LOT 65, KAYSCREEK ESTATES PHASE ONE PRUD, CONT. 0.24
ACRES

11-405-0066 ALL OF LOT 66, KAYSCREEK ESTATES PHASE ONE PRUD, CONT. 0.215
ACRES

11-405-0067 ALL OF LOT 67, KAYSCREEK ESTATES PHASE ONE PRUD, CONT. 0.193
ACRES

11-405-0068 ALL OF LOT 68, KAYSCREEK ESTATES PHASE ONE PRUD, CONT. 0.19
ACRES

11-405-0069 ALL OF LOT 69, KAYSCREEK ESTATES PHASE ONE PRUD, CONT. 0.202
ACRES

11-405-0070 ALL OF LOT 70, KAYSCREEK ESTATES PHASE ONE PRUD, CONT. 0.202
ACRES

11-405-0071 ALL OF LOT 71, KAYSCREEK ESTATES PHASE ONE PRUD, CONT. 0.210
ACRES

11-405-0072 ALL OF LOT 72, KAYSCREEK ESTATES PHASE ONE PRUD, CONT. 0.181
ACRES

11-405-0073 ALL OF LOT 73, KAYSCREEK ESTATES PHASE ONE PRUD, CONT. 0.181
ACRES

11-405-0074 ALL OF LOT 74, KAYSCREEK ESTATES PHASE ONE PRUD, CONT. 0.181
ACRES

11-405-0075 ALL OF LOT 75, KAYSCREEK ESTATES PHASE ONE PRUD, CONT. 0.163
ACRES

11-405-0076 ALL OF LOT 76, KAYSCREEK ESTATES PHASE ONE PRUD, CONT. 0.164
ACRES

11-405-0077 ALL OF LOT 77, KAYSCREEK ESTATES PHASE ONE PRUD, CONT. 0.184
ACRES

11-405-0078 ALL OF LOT 78, KAYSCREEK ESTATES PHASE ONE PRUD, CONT. 0.185

ACRES

11-405-0079 ALL OF LOT 79, KAYSCREEK ESTATES PHASE ONE PRUD, CONT. 0.192
ACRES

11-405-0080 ALL OF LOT 80, KAYSCREEK ESTATES PHASE ONE PRUD, CONT. 0.20
ACRES

11-405-0081 ALL OF LOT 81, KAYSCREEK ESTATES PHASE ONE PRUD, CONT. 0.194
ACRES

11-405-0082 ALL OF LOT 82, KAYSCREEK ESTATES PHASE ONE PRUD, CONT. 0.19
ACRES

11-405-0083 ALL OF LOT 83, KAYSCREEK ESTATES PHASE ONE PRUD, CONT. 0.19
ACRES

11-405-0084 ALL OF LOT 84, KAYSCREEK ESTATES PHASE ONE PRUD, CONT. 0.19
ACRES

11-405-0085 ALL OF LOT 85, KAYSCREEK ESTATES PHASE ONE PRUD, CONT. 0.19
ACRES

11-405-0086 ALL OF LOT 86, KAYSCREEK ESTATES PHASE ONE PRUD, CONT. 0.151
ACRES

11-405-0087 ALL OF LOT 87, KAYSCREEK ESTATES PHASE ONE PRUD, CONT. 0.19
ACRES

11-405-0088 ALL OF LOT 88, KAYSCREEK ESTATES PHASE ONE PRUD, CONT. 0.191
ACRES

11-405-0089 ALL OF LOT 89, KAYSCREEK ESTATES PHASE ONE PRUD, CONT. 0.191
ACRES

11-405-0090 ALL OF LOT 90, KAYSCREEK ESTATES PHASE ONE PRUD, CONT. 0.191
ACRES

11-405-0091 ALL OF LOT 91, KAYSCREEK ESTATES PHASE ONE PRUD, CONT. 0.192
ACRES

11-405-0092 ALL OF LOT 92, KAYSCREEK ESTATES PHASE ONE PRUD, CONT. 0.22
ACRES

11-405-0093 ALL OF LOT 93, KAYSCREEK ESTATES PHASE ONE PRUD, CONT. 0.215
ACRES

11-405-0094 ALL OF LOT 94, KAYSCREEK ESTATES PHASE ONE PRUD, CONT. 0.19
ACRES

11-405-0095 ALL OF LOT 95, KAYSCREEK ESTATES PHASE ONE PRUD, CONT. 0.19
ACRES

11-405-0096 ALL OF LOT 96, KAYSCREEK ESTATES PHASE ONE PRUD, CONT. 0.19
ACRES

11-405-0097 ALL OF LOT 97, KAYSCREEK ESTATES PHASE ONE PRUD, CONT. 0.19
ACRES

11-405-0098 ALL OF LOT 98, KAYSCREEK ESTATES PHASE ONE PRUD, CONT. 0.19
ACRES

11-405-0099 ALL OF LOT 99, KAYSCREEK ESTATES PHASE ONE PRUD, CONT. 0.17
ACRES

11-405-0100 ALL OF LOT 100, KAYSCREEK ESTATES PHASE ONE PRUD, CONT. 0.19
ACRES

11-405-0101 ALL OF LOT 101, KAYSCREEK ESTATES PHASE ONE PRUD, CONT. 0.19
ACRES

11-405-0102 ALL OF LOT 102, KAYSCREEK ESTATES PHASE ONE PRUD, CONT. 0.19
ACRES

11-405-0103 ALL OF LOT 103, KAYSCREEK ESTATES PHASE ONE PRUD, CONT. 0.19
ACRES

11-405-0104 ALL OF LOT 104, KAYSCREEK ESTATES PHASE ONE PRUD, CONT. 0.191
ACRES

11-405-0105 ALL OF LOT 105, KAYSCREEK ESTATES PHASE ONE PRUD, CONT. 0.191
ACRES

11-405-0106 ALL OF LOT 106, KAYSCREEK ESTATES PHASE ONE PRUD, CONT. 0.20
ACRES

11-405-0107 ALL OF LOT 107, KAYSCREEK ESTATES PHASE ONE PRUD, CONT. 0.21
ACRES

11-405-0108 ALL OF LOT 108, KAYSCREEK ESTATES PHASE ONE PRUD, CONT. 0.21
ACRES

11-405-0109 ALL OF LOT 109, KAYSCREEK ESTATES PHASE ONE PRUD, CONT. 0.191
ACRES

11-405-0110 ALL OF LOT 110, KAYSCREEK ESTATES PHASE ONE PRUD, CONT. 0.192
ACRES

11-405-0111 ALL OF LOT 111, KAYSCREEK ESTATES PHASE ONE PRUD, CONT. 0.19
ACRES

11-405-0112 ALL OF LOT 112, KAYSCREEK ESTATES PHASE ONE PRUD, CONT. 0.19
ACRES

11-405-0113 ALL OF LOT 113, KAYSCREEK ESTATES PHASE ONE PRUD, CONT. 0.193
ACRES

11-405-0114 ALL OF LOT 114, KAYSCREEK ESTATES PHASE ONE PRUD, CONT. 0.194
ACRES

11-405-0115 ALL OF LOT 115, KAYSCREEK ESTATES PHASE ONE PRUD, CONT. 0.19
ACRES

11-405-0116 ALL OF LOT 116, KAYSCREEK ESTATES PHASE ONE PRUD, CONT. 0.185
ACRES

11-405-0117 ALL OF LOT 117, KAYSCREEK ESTATES PHASE ONE PRUD, CONT. 0.183
ACRES

11-405-0118 ALL OF LOT 118, KAYSCREEK ESTATES PHASE ONE PRUD, CONT. 0.184
ACRES

11-405-0119 ALL OF LOT 119, KAYSCREEK ESTATES PHASE ONE PRUD, CONT. 0.195
ACRES

11-405-0120 ALL OF LOT 120, KAYSCREEK ESTATES PHASE ONE PRUD, CONT. 0.195
ACRES

11-405-0121 ALL OF LOT 121, KAYSCREEK ESTATES PHASE ONE PRUD, CONT. 0.195
ACRES

11-405-0122 ALL OF LOT 122, KAYSCREEK ESTATES PHASE ONE PRUD, CONT. 0.195
ACRES

11-405-0123 ALL OF LOT 123, KAYSCREEK ESTATES PHASE ONE PRUD, CONT. 0.195
ACRES

11-405-0124 ALL OF LOT 124, KAYSCREEK ESTATES PHASE ONE PRUD, CONT. 0.221

ACRES

11-405-0125 ALL OF LOT 125, KAYSCREEK ESTATES PHASE ONE PRUD, CONT. 0.193
ACRES

11-405-0126 ALL OF LOT 126, KAYSCREEK ESTATES PHASE ONE PRUD, CONT. 0.16
ACRES

11-405-0127 ALL OF LOT 127, KAYSCREEK ESTATES PHASE ONE PRUD, CONT. 0.16
ACRES

11-405-0128 ALL OF LOT 128, KAYSCREEK ESTATES PHASE ONE PRUD, CONT. 0.16
ACRES

11-405-0129 ALL OF LOT 129, KAYSCREEK ESTATES PHASE ONE PRUD, CONT. 0.16
ACRES

11-405-0130 ALL OF LOT 130, KAYSCREEK ESTATES PHASE ONE PRUD, CONT. 0.16
ACRES

11-405-0131 ALL OF LOT 131, KAYSCREEK ESTATES PHASE ONE PRUD, CONT. 0.16
ACRES

11-405-0132 ALL OF LOT 132, KAYSCREEK ESTATES PHASE ONE PRUD, CONT. 0.16
ACRES

11-405-0133 ALL OF LOT 133, KAYSCREEK ESTATES PHASE ONE PRUD, CONT. 0.16
ACRES

11-405-0134 ALL OF LOT 134, KAYSCREEK ESTATES PHASE ONE PRUD, CONT. 0.17
ACRES

11-405-0135 ALL OF LOT 135, KAYSCREEK ESTATES PHASE ONE PRUD, CONT. 0.181
ACRES

11-405-0136 ALL OF LOT 136, KAYSCREEK ESTATES PHASE ONE PRUD, CONT. 0.182
ACRES

11-405-0137 ALL OF LOT 137, KAYSCREEK ESTATES PHASE ONE PRUD, CONT. 0.22
ACRES

11-405-0138 ALL OF LOT 138, KAYSCREEK ESTATES PHASE ONE PRUD, CONT. 0.17
ACRES

11-405-0177 A PART OF LOTS 139 & 140, KAYSCREEK ESTATES PHASE ONE, A PRUD,
DESC AS FOLLOWS: BEG AT A PT ON THE SELY LINE OF LOT 139 AT A PT 3 FT 3

INCHES E'LY FR THE MOST S'LY COR OF SD LOT 139; & RUN TH NE'LY ALG THE S'LY LINE OF LOT 139 TO THE SE'LY COR OF LOT 139; TH N 33°02'26" W 113.23 FT TO THE NE'LY COR; TH SW'LY 56.63 FT TO THE NW COR OF LOT 139; TH CONT ALG THE N'LY LINE OF LOT 140, 5 FT 7 INCHES; TH IN A STRAIGHT SE'LY DIRECTION TO THE POB. CONT. 0.167 ACRES

11-405-0178 A PART OF LOTS 140 & 139, KAYSCREEK ESTATES PHASE ONE A PRUD, DESC AS FOLLOWS: BEG AT A PT ON THE SE'LY LINE OF LOT 139 AT A PT 3 FT 3 INCHES E'LY FR THE MOST S'LY COR OF SD LOT 139; RUN TH W'LY ALG THE S LINE OF LOT 139, 3 FT 3 INCHES TO THE MOST S'LY COR OF SD LOT 139; TH W'LY ALG THE S LINE OF LOT 140, 67.07 FT TO THE MOST S'LY COR OF SD LOT 140; TH N 26°03'05" W 110.91 FT TO THE NW COR OF LOT 140; TH NE'LY FOLLOWING ALG THE N'LY LINE OF LOT 140 TO A PT 5 FT 7 INCHES W'LY OF THE MOST W'LY COR OF LOT 139; TH IN A STRAIGHT SE'LY DIRECTION TO THE POB. CONT. 0.159 ACRES

11-405-0141 ALL OF LOT 141, KAYSCREEK ESTATES PHASE ONE PRUD, CONT. 0.163 ACRES

11-405-0142 ALL OF LOT 142, KAYSCREEK ESTATES PHASE ONE PRUD, CONT. 0.162 ACRES

11-405-0143 ALL OF LOT 143, KAYSCREEK ESTATES PHASE ONE PRUD, CONT. 0.162 ACRES

11-405-0144 ALL OF LOT 144, KAYSCREEK ESTATES PHASE ONE PRUD, CONT. 0.162 ACRES

11-405-0145 ALL OF LOT 145, KAYSCREEK ESTATES PHASE ONE PRUD, CONT. 0.162 ACRES

11-405-0146 ALL OF LOT 146, KAYSCREEK ESTATES PHASE ONE PRUD, CONT. 0.162 ACRES

11-405-0147 ALL OF LOT 147, KAYSCREEK ESTATES PHASE ONE PRUD, CONT. 0.162 ACRES

11-405-0148 ALL OF LOT 148, KAYSCREEK ESTATES PHASE ONE PRUD, CONT. 0.163 ACRES

11-405-0149 ALL OF LOT 149, KAYSCREEK ESTATES PHASE ONE PRUD, CONT. 0.195 ACRES

11-405-0150 ALL OF LOT 150, KAYSCREEK ESTATES PHASE ONE PRUD, CONT. 0.235 ACRES

11-405-0151 ALL OF LOT 151, KAYSCREEK ESTATES PHASE ONE PRUD, CONT. 0.23

ACRES

11-405-0152 ALL OF LOT 152, KAYSCREEK ESTATES PHASE ONE PRUD, CONT. 0.23
ACRES

11-405-0153 ALL OF LOT 153, KAYSCREEK ESTATES PHASE ONE PRUD, CONT. 0.23
ACRES

11-405-0154 ALL OF LOT 154, KAYSCREEK ESTATES PHASE ONE PRUD, CONT. 0.23
ACRES

11-405-0155 ALL OF LOT 155, KAYSCREEK ESTATES PHASE ONE PRUD, CONT. 0.23
ACRES

11-405-0156 ALL OF LOT 156, KAYSCREEK ESTATES PHASE ONE PRUD, CONT. 0.23
ACRES

11-405-0157 ALL OF LOT 157, KAYSCREEK ESTATES PHASE ONE PRUD, CONT. 0.23
ACRES

11-405-0158 ALL OF LOT 158, KAYSCREEK ESTATES PHASE ONE PRUD, CONT. 0.23
ACRES

11-405-0159 ALL OF LOT 159, KAYSCREEK ESTATES PHASE ONE PRUD, CONT. 0.216
ACRES

11-405-0160 ALL OF LOT 160, KAYSCREEK ESTATES PHASE ONE PRUD, CONT. 0.263
ACRES

11-405-0161 ALL OF LOT 161, KAYSCREEK ESTATES PHASE ONE PRUD, CONT. 0.26
ACRES

11-405-0162 ALL OF LOT 162, KAYSCREEK ESTATES PHASE ONE PRUD, CONT. 0.29
ACRES

11-405-0163 ALL OF LOT 163, KAYSCREEK ESTATES PHASE ONE PRUD, CONT. 0.263
ACRES

11-405-0164 ALL OF LOT 164, KAYSCREEK ESTATES PHASE ONE PRUD, CONT. 0.263
ACRES

11-405-0165 ALL OF LOT 165, KAYSCREEK ESTATES PHASE ONE PRUD, CONT. 0.263
ACRES

11-405-0166 ALL OF LOT 166, KAYSCREEK ESTATES PHASE ONE PRUD, CONT. 0.265
ACRES

11-423-0201 ALL OF LOT 201, KAYSCREEK ESTATES PHASE TWO PRUD, CONT. 0.226 ACRES

11-423-0202 ALL OF LOT 202, KAYSCREEK ESTATES PHASE TWO PRUD, CONT 0.283 ACRES

11-423-0203 ALL OF LOT 203, KAYSCREEK ESTATES PHASE TWO PRUD, CONT. 0.347 ACRES

11-423-0204 ALL OF LOT 204, KAYSCREEK ESTATES PHASE TWO PRUD, CONT. 0.309 ACRES

11-423-0205 ALL OF LOT 205, KAYSCREEK ESTATES PHASE TWO PRUD, CONT. 0.310 ACRES

11-423-0206 ALL OF LOT 206, KAYSCREEK ESTATES PHASE TWO PRUD, CONT. 0.226 ACRES

11-424-0301 ALL OF LOT 301, KAYSCREEK ESTATES PHASE THREE PRUD, CONT. 0.233 ACRES

11-424-0302 ALL OF LOT 302, KAYSCREEK ESTATES PHASE THREE PRUD, CONT. 0.272 ACRES

11-424-0303 ALL OF LOT 303, KAYSCREEK ESTATES PHASE THREE PRUD, CONT. 0.377 ACRES

11-424-0304 ALL OF LOT 304, KAYSCREEK ESTATES PHASE THREE PRUD, CONT. 0.376 ACRES

11-424-0305 ALL OF LOT 305, KAYSCREEK ESTATES PHASE THREE PRUD, CONT. 0.227 ACRES

11-424-0306 ALL OF LOT 306, KAYSCREEK ESTATES PHASE THREE PRUD, CONT. 0.227 ACRES

11-424-0307 ALL OF LOT 307, KAYSCREEK ESTATES PHASE THREE PRUD, CONT. 0.227 ACRES

11-424-0308 ALL OF LOT 308, KAYSCREEK ESTATES PHASE THREE PRUD, CONT. 0.227 ACRES

11-424-0309 ALL OF LOT 309, KAYSCREEK ESTATES PHASE THREE PRUD, CONT. 0.227 ACRES

11-424-0310 ALL OF LOT 310, KAYSCREEK ESTATES PHASE THREE PRUD, CONT.

0.227 ACRES

11-424-0311 ALL OF LOT 311, KAYSCREEK ESTATES PHASE THREE PRUD, CONT.
0.227 ACRES

11-424-0312 ALL OF LOT 312, KAYSCREEK ESTATES PHASE THREE PRUD, CONT.
0.240 ACRES

11-424-0313 ALL OF LOT 313, KAYSCREEK ESTATES PHASE THREE PRUD, CONT.
0.268 ACRES

11-424-0314 ALL OF LOT 314, KAYSCREEK ESTATES PHASE THREE PRUD, CONT.
0.327 ACRES

11-424-0315 ALL OF LOT 315, KAYSCREEK ESTATES PHASE THREE PRUD, CONT.
0.309 ACRES

11-424-0316 ALL OF LOT 316, KAYSCREEK ESTATES PHASE THREE PRUD, CONT.
0.490 ACRES

11-424-0317 ALL OF LOT 317, KAYSCREEK ESTATES PHASE THREE PRUD, CONT.
0.302 ACRES

11-424-0318 ALL OF LOT 318, KAYSCREEK ESTATES PHASE THREE PRUD, CONT.
0.276 ACRES

11-424-0319 ALL OF LOT 319, KAYSCREEK ESTATES PHASE THREE PRUD, CONT.
0.243 ACRES

11-424-0320 ALL OF LOT 320, KAYSCREEK ESTATES PHASE THREE PRUD, CONT.
0.277 ACRES

11-424-0321 ALL OF LOT 321, KAYSCREEK ESTATES PHASE THREE PRUD, CONT.
0.263 ACRES

11-424-0322 ALL OF LOT 322, KAYSCREEK ESTATES PHASE THREE PRUD, CONT.
0.257 ACRES

11-424-0323 ALL OF LOT 323, KAYSCREEK ESTATES PHASE THREE PRUD, CONT.
0.296 ACRES

11-424-0324 ALL OF LOT 324, KAYSCREEK ESTATES PHASE THREE PRUD, CONT.
0.271 ACRES

11-424-0325 ALL OF LOT 325, KAYSCREEK ESTATES PHASE THREE PRUD, CONT.
0.247 ACRES

11-424-0326 ALL OF LOT 326, KAYSCREEK ESTATES PHASE THREE PRUD, CONT.
0.223 ACRES

11-424-0327 ALL OF LOT 327, KAYSCREEK ESTATES PHASE THREE PRUD, CONT.
0.236 ACRES

11-424-0328 ALL OF LOT 328, KAYSCREEK ESTATES PHASE THREE PRUD, CONT.
0.236 ACRES

11-424-0329 ALL OF LOT 329, KAYSCREEK ESTATES PHASE THREE PRUD, CONT.
0.236 ACRES

11-424-0330 ALL OF LOT 330, KAYSCREEK ESTATES PHASE THREE PRUD, CONT.
0.235 ACRES

11-424-0331 ALL OF LOT 331, KAYSCREEK ESTATES PHASE THREE PRUD, CONT.
0.299 ACRES

11-424-0332 ALL OF LOT 332, KAYSCREEK ESTATES PHASE THREE PRUD, CONT.
0.285 ACRES

11-424-0333 ALL OF LOT 333, KAYSCREEK ESTATES PHASE THREE PRUD, CONT.
0.233 ACRES

11-424-0334 ALL OF LOT 334, KAYSCREEK ESTATES PHASE THREE PRUD, CONT.
0.234 ACRES

11-442-0401 ALL OF LOT 401, KAYSCREEK ESTATES PHASE FOUR PRUD, CONT. 0.27
ACRES

11-442-0402 ALL OF LOT 402, KAYSCREEK ESTATES PHASE FOUR PRUD, CONT. 0.28
ACRES

11-442-0403 ALL OF LOT 403, KAYSCREEK ESTATES PHASE FOUR PRUD, CONT. 0.31
ACRES

11-442-0404 ALL OF LOT 404, KAYSCREEK ESTATES PHASE FOUR PRUD, CONT. 0.38
ACRES

11-442-0405 ALL OF LOT 405, KAYSCREEK ESTATES PHASE FOUR PRUD, CONT. 0.31
ACRES

11-442-0406 ALL OF LOT 406, KAYSCREEK ESTATES PHASE FOUR PRUD, CONT. 0.28
ACRES

11-442-0407 ALL OF LOT 407, KAYSCREEK ESTATES PHASE FOUR PRUD, CONT. 0.50 ACRES

11-442-0408 ALL OF LOT 408, KAYSCREEK ESTATES PHASE FOUR PRUD, CONT. 0.35 ACRES

11-442-0409 ALL OF LOT 409, KAYSCREEK ESTATES PHASE FOUR PRUD, CONT. 0.33 ACRES

11-442-0410 ALL OF LOT 410, KAYSCREEK ESTATES PHASE FOUR PRUD, CONT. 0.33 ACRES

11-442-0438 ALL OF LOT 411, KAYSCREEK ESTATES PHASE FOUR A PRUD. CONT. 0.42 ACRES. LESS & EXCEPT: BEG AT THE SW COR OF LOT 411, KAYSCREEK ESTATES PHASE FOUR A PRUD, A PORTION OF THE NE 1/4 OF SEC 31 & THE NW 1/4 OF SEC 32-T4N-R1W, SLM; & RUN TH N 40°24'25" E 65.86 FT ALG THE LOT LINE; TH S 19°21'14" W 77.21 FT TO THE REAR LOT LINE OF SD LOT; TH N 37°00'00" W 28.42 FT ALG SD LINE TO THE POB. CONT. 0.02 ACRES. ALSO: BEG AT THE NE COR OF LOT 412, KAYSCREEK ESTATES PHASE FOUR A PRUD, A PORTION OF THE NE 1/4 OF SEC 31 & THE NW 1/4 OF SEC 32-T4N-R1W, SLM; & RUN TH S 16°32'29" E 17.57 FT ALG THE LOT LINE; TH S 40°24'25" W 58.00 FT CONTAINED ALG THE LOT LINE; TH N 15°39'42" E 65.94 FT TO A PT OF CURVATURE TO A 50.00 FT RAD CURVE TO THE LEFT; TH E'LY ALG SD CURVE 15.06 FT (CENTRAL ANGLE = 17°15'14" CHORD BEARING & DIST = S 80°27'44" E 15.00 FT) TO THE POB. SUBJECT TO A 5 FT UTILITY ESMT IN FAVOR OF LAYTON CITY PARALLEL TO ALG LOT LINES. CONT 0.02 ACRES. TOTAL ACREAGE 0.42 ACRES

11-442-0437 ALL OF LOT 412, KAYSCREEK ESTATES PHASE FOUR A PRUD. CONT. 0.35 ACRES. LESS & EXCEPTING: BEG AT THE NE COR OF LOT 412, KAYSCREEK ESTATES PHASE FOUR, A PRUD A PORTION OF THE NE 1/4 OF SEC 31 & THE NW 1/4 OF SEC 32-T4N-R1W, SLM; & RUN TH S 16°32'29" E 17.57 FT ALG THE LOT LINE; TH S 40°24'25" W 58.00 FT CONTINUE ALG THE LOT LINE; TH N 15°39'42" E 65.94 FT TO A PT OF CURVATURE TO A 50.00 FT RADIUS CURVE TO THE LEFT; TH E'LY ALG SD CURVE 15.06 FT (CENTRAL ANGLE = 17°15'14" CHORD BEARING & DIST = S 80°27'44" E 15.00 FT) TO THE POB. CONT. 0.02 ACRES. ALSO: BEG AT THE SW COR OF LOT 411, KAYSCREEK ESTATES PHASE FOUR A PORTION OF THE NE 1/4 OF SEC 31 & THE NW 1/4 OF SEC 32-T4N-R1W, SLM; & RUN TH N 40°24'25" E 65.86 FT ALG THE LOT LINE; TH S 19°21'14" W 77.21 FT TO THE REAR LOT LINE OF SD LOT; TH N 37°00'00" W 28.42 FT ALG SD LINE TO THE POB. CONT. 0.02 ACRES. SUBJECT TO A 5 FT UTILITY ESMT IN FAVOR OF LAYTON CITY PARALLEL TO ALL LOT LINES. TOTAL ACREAGE 0.35 ACRES

11-442-0413 ALL OF LOT 413, KAYSCREEK ESTATES PHASE FOUR PRUD, CONT. 0.26 ACRES

11-442-0414 ALL OF LOT 414, KAYSCREEK ESTATES PHASE FOUR PRUD, CONT. 0.23

ACRES

11-442-0415 ALL OF LOT 415, KAYSCREEK ESTATES PHASE FOUR PRUD, CONT. 0.34
ACRES

11-442-0416 ALL OF LOT 416, KAYSCREEK ESTATES PHASE FOUR PRUD, CONT. 0.32
ACRES

11-442-0417 ALL OF LOT 417, KAYSCREEK ESTATES PHASE FOUR PRUD, CONT. 0.39
ACRES

11-442-0418 ALL OF LOT 418, KAYSCREEK ESTATES PHASE FOUR PRUD, CONT. 0.24
ACRES

11-442-0419 ALL OF LOT 419, KAYSCREEK ESTATES PHASE FOUR PRUD, CONT. 0.23
ACRES

11-442-0420 ALL OF LOT 420, KAYSCREEK ESTATES PHASE FOUR PRUD, CONT. 0.23
ACRES

11-442-0421 ALL OF LOT 421, KAYSCREEK ESTATES PHASE FOUR PRUD, CONT. 0.23
ACRES

11-442-0422 ALL OF LOT 422, KAYSCREEK ESTATES PHASE FOUR PRUD, CONT. 0.23
ACRES

11-442-0423 ALL OF LOT 423, KAYSCREEK ESTATES PHASE FOUR PRUD, CONT. 0.25
ACRES

11-442-0424 ALL OF LOT 424, KAYSCREEK ESTATES PHASE FOUR PRUD, CONT. 0.25
ACRES

11-442-0425 ALL OF LOT 425, KAYSCREEK ESTATES PHASE FOUR PRUD, CONT. 0.26
ACRES

11-442-0426 ALL OF LOT 426, KAYSCREEK ESTATES PHASE FOUR PRUD, CONT. 0.28
ACRES

11-442-0427 ALL OF LOT 427, KAYSCREEK ESTATES PHASE FOUR PRUD, CONT. 0.26
ACRES

11-442-0428 ALL OF LOT 428, KAYSCREEK ESTATES PHASE FOUR PRUD, CONT. 0.26
ACRES

11-442-0429 ALL OF LOT 429, KAYSCREEK ESTATES PHASE FOUR PRUD, CONT. 0.25
ACRES

11-442-0430 ALL OF LOT 430, KAYSCREEK ESTATES PHASE FOUR PRUD, CONT. 0.31 ACRES

11-451-0501 ALL OF LOT 501, KAYSCREEK ESTATES PHASE FIVE PRUD, CONT. 0.22 ACRES

11-451-0545 A PARCEL OF LAND IN THE NE 1/4 OF SEC 31-T4N-R1W, SLM; DESC AS FOLLOWS: BEING ALL OF LOT 502 & A PORTION OF LOT 503, KAYSCREEK ESTATES PHASE FIVE A P.R.U.D. DESC AS FOLLOWS: COM AT THE NW COR OF LOT 502, KAYSCREEK ESTATES PHASE FIVE A P.R.U.D.; TH ALG THE EXIST BNDRY OF SD LOT THE FOLLOWING 4 COURSES & DIST; (1) N 50°58'00" E 181.87 FT; (2) S 39°02'00" E 76.13 FT; (3) N 50°58'00" E 131.51 FT TO A PT OF INTERSECTION WITH A NON-TANGENT 318.50 FT RADIUS CURVE TO THE LEFT; (4) SE'LY 15.04 FT ALG THE ARC OF SD CURVE HAVING A CENTRAL ANGLE OF 2°42'21" SUBTENDED BY A CHORD THAT BEARS S 43°14'09"E 15.04 FT; TH S 50°58'00" W ALG A PPTY LINE COMMON TO LOTS 502 & 503 & AN EXTENSION THEREOF 172.17 FT; TH S 28°01'47" W 75.09 FT; TH N 70°19'05" W 140.88 FT TO THE REAL POB. CONT. 0.40 ACRES

11-405-0111 ALL OF LOT 111, KAYSCREEK ESTATES PHASE ONE PRUD, CONT. 0.19 ACRES

11-451-0544 ALL OF LOT 503, KAYSCREEK ESTATES PHASE FIVE A P.R.U.D. CONT. 0.38 ACRES LESS & EXCEPT: BEG AT A PT S 50°58'00" W 141.58 FT FR THE NE COR OF SD LOT 503 & RUN TH S 50°58'00" W 30.59 FT; TH S 28°01'47" W 75.09 FT; TH N 70°19'05" W 70.47 FT; TH N 63°45'31" E 139.81 FT TO THE POB. CONT. 0.07 ACRES TOTAL ACREAGE 0.31 ACRES

11-451-0504 ALL OF LOT 504, KAYSCREEK ESTATES PHASE FIVE A PRUD, CONT. 0.36 ACRES

11-451-0505 ALL OF LOT 505, KAYSCREEK ESTATES PHASE FIVE A PRUD, CONT. 0.31 ACRES

11-451-0506 ALL OF LOT 506, KAYSCREEK ESTATES PHASE FIVE A PRUD, CONT. 0.24 ACRES

11-451-0507 ALL OF LOT 507, KAYSCREEK ESTATES PHASE FIVE A PRUD, CONT. 0.21 ACRES

11-451-0508 ALL OF LOT 508, KAYSCREEK ESTATES PHASE FIVE A PRUD, CONT. 0.21 ACRES

11-451-0509 ALL OF LOT 509, KAYSCREEK ESTATES PHASE FIVE A PRUD, CONT. 0.22 ACRES

11-451-0510 ALL OF LOT 510, KAYSCREEK ESTATES PHASE FIVE A PRUD, CONT.

0.24 ACRES

11-451-0511 ALL OF LOT 511, KAYSCREEK ESTATES PHASE FIVE A PRUD, CONT.
0.26 ACRES

11-451-0512 ALL OF LOT 512, KAYSCREEK ESTATES PHASE FIVE A PRUD, CONT.
0.24 ACRES

11-451-0513 ALL OF LOT 513, KAYSCREEK ESTATES PHASE FIVE A PRUD, CONT.
0.22 ACRES

11-451-0514 ALL OF LOT 514, KAYSCREEK ESTATES PHASE FIVE A PRUD, CONT.
0.22 ACRES

11-451-0515 ALL OF LOT 515, KAYSCREEK ESTATES PHASE FIVE A PRUD, CONT.
0.27 ACRES

11-451-0516 ALL OF LOT 516, KAYSCREEK ESTATES PHASE FIVE A PRUD, CONT.
0.33 ACRES

11-451-0517 ALL OF LOT 517, KAYSCREEK ESTATES PHASE FIVE A PRUD, CONT.
0.40 ACRES

11-451-0518 ALL OF LOT 518, KAYSCREEK ESTATES PHASE FIVE A PRUD, CONT.
0.38 ACRES

11-451-0519 ALL OF LOT 519, KAYSCREEK ESTATES PHASE FIVE A PRUD, CONT.
0.37 ACRES

11-451-0520 ALL OF LOT 520, KAYSCREEK ESTATES PHASE FIVE A PRUD, CONT.
0.26 ACRES

11-451-0521 ALL OF LOT 521, KAYSCREEK ESTATES PHASE FIVE A PRUD, CONT.
0.29 ACRES

11-451-0522 ALL OF LOT 522, KAYSCREEK ESTATES PHASE FIVE A PRUD, CONT.
0.26 ACRES

11-451-0523 ALL OF LOT 523, KAYSCREEK ESTATES PHASE FIVE A PRUD, CONT.
0.23 ACRES

11-451-0524 ALL OF LOT 524, KAYSCREEK ESTATES PHASE FIVE A PRUD, CONT.
0.23 ACRES

11-451-0525 ALL OF LOT 525, KAYSCREEK ESTATES PHASE FIVE A PRUD, CONT.
0.22 ACRES

11-451-0526 ALL OF LOT 526, KAYSCREEK ESTATES PHASE FIVE A PRUD, CONT.
0.26 ACRES

11-451-0542 PARCEL B COMMON AREA, AS DEFINED BY PLAT OF KAYSCREEK
ESTATES PHASE FIVE A PRUD, AS RECORDED 7-20-99 ENTRY #1506101, BK 2484 PG
334. CONT 0.25 ACRES. THE INFORMATION SHOWN ON THIS PARCEL NUMBER IS
FOR REFERENCE PURPOSES AND THIS PARCEL IS NOT TO BE CONSTRUED AS A
TAXABLE PARCEL OF LAND.

11-451-0527 ALL OF LOT 527, KAYSCREEK ESTATES PHASE FIVE A PRUD, CONT.
0.25 ACRES

11-451-0528 ALL OF LOT 528, KAYSCREEK ESTATES PHASE FIVE A PRUD, CONT.
0.26 ACRES

11-451-0529 ALL OF LOT 529, KAYSCREEK ESTATES PHASE FIVE A PRUD, CONT.
0.27 ACRES

11-451-0530 ALL OF LOT 530, KAYSCREEK ESTATES PHASE FIVE A PRUD, CONT.
0.35 ACRES

11-451-0531 ALL OF LOT 531, KAYSCREEK ESTATES PHASE FIVE A PRUD, CONT.
0.39 ACRES

11-451-0532 ALL OF LOT 532, KAYSCREEK ESTATES PHASE FIVE A PRUD, CONT.
0.30 ACRES

11-451-0533 ALL OF LOT 533, KAYSCREEK ESTATES PHASE FIVE A PRUD, CONT.
0.25 ACRES

11-451-0534 ALL OF LOT 534, KAYSCREEK ESTATES PHASE FIVE A PRUD, CONT.
0.25 ACRES

11-451-0535 ALL OF LOT 535, KAYSCREEK ESTATES PHASE FIVE A PRUD, CONT.
0.21 ACRES

11-451-0536 ALL OF LOT 536, KAYSCREEK ESTATES PHASE FIVE A PRUD, CONT.
0.28 ACRES

11-451-0537 ALL OF LOT 537, KAYSCREEK ESTATES PHASE FIVE A PRUD, CONT.
0.34 ACRES

11-451-0538 ALL OF LOT 538, KAYSCREEK ESTATES PHASE FIVE A PRUD, CONT.
0.22 ACRES

11-451-0539 ALL OF LOT 539, KAYSCREEK ESTATES PHASE FIVE A PRUD, CONT.
0.22 ACRES

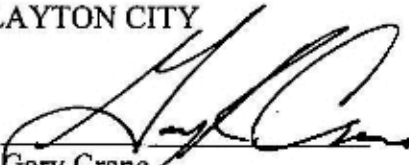
11-451-0540 ALL OF LOT 540, KAYSCREEK ESTATES PHASE FIVE A PRUD, CONT.
0.23 ACRES

Exhibit A: RESOLUTION 97-19

Exhibit B: DEVELOPMENT AGREEMENT FOR KAYSCREEK ESTATES

Exhibit C: FIRST AMENDMENT TO DEVELOPMENT AGREEMENT FOR KAYSCREEK ESTATES

NOTICE FILED BY LAYTON CITY

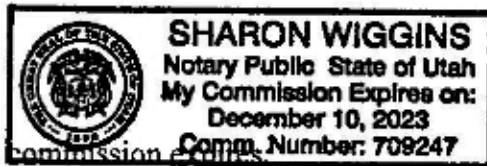

Gary Crane
Layton City Attorney


STATE OF UTAH)

:SSS

DAVIS COUNTY)

The foregoing instrument was acknowledged before me this 27th day of July, 2022
by Gary Crane, Layton City Attorney.




Notary Public

RESOLUTION 97-19

A RESOLUTION ADOPTING AND APPROVING THE DEVELOPMENT AGREEMENT FOR KAYSCREEK ESTATES.

WHEREAS, Developer, Advantage Communities, Inc., seeks to develop approximately 122 acres of land located at approximately Weaver Lane and Angel Street in Layton City; and

WHEREAS, Developer has sought approvals under the PRUD approval and subdivision approval process of the Layton Municipal Code; and

WHEREAS, the City, in its discretion, has determined to permit the development of KaysCreek Estates Subdivision, provided that certain standards are met; and

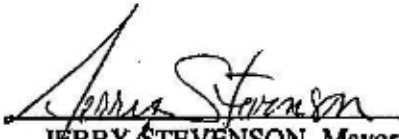
WHEREAS, those standards are set forth in the Agreement entitled "Development Agreement for KaysCreek Estates", between Layton City and Advantage Communities, Inc.; and

WHEREAS, it is determined to be in the best interest of Layton City to adopt and approve the Development Agreement.


NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF LAYTON, UTAH:

1. That upon final approval of a PRUD and final approval of Phase One of the KaysCreek Estates Subdivision, the Development Agreement for KaysCreek Estates is hereby adopted and approved.
2. That the City Manager is authorized to execute the Development Agreement for KaysCreek Estates, a copy of which is attached hereto and incorporated herein by this reference.

PASSED AND ADOPTED by the City Council of Layton, Utah, this 3rd day of April, 1997.


 JERRY STEVENSON, Mayor

ATTEST:


 STEVEN M. ASHBY, City Recorder



**DEVELOPMENT AGREEMENT
FOR KAYSCREEK ESTATES**

1. AGREEMENT

THIS DEVELOPMENT AGREEMENT is entered into this 3rd day of April, 1997, by Advantage Communities, Inc. ("Advantage" or "Developer") and Layton City, by and through its City Council ("Layton City" or "City").

Advantage is the owner of approximately 122 acres of land and appurtenant real property rights located in Davis County, Utah, the legal description of which is attached hereto as Exhibit A (the "Property"). Advantage has proposed the development on the Property of a residential community to be known as KaysCreek Estates (the "Community"), to be constructed in distinct projects (as described more fully below, the "Projects") within certain predetermined development sites (as described more fully below, the "Project Areas"), while preserving additional areas for permanent open space uses.

- a. Projects. The Developer intends to construct two distinct phases within the Community, generally described as follows:
 - i. Phase One. A Project consisting of 166 lots for residential use on a 78.30 acre development site.
 - ii. Phase Two. A Project consisting of 110 lots for residential use on a 44.14 acre development site.
- b. Use, Density, and Configuration of Community. The use, density, and general development configuration of the Community are shown generally on the preliminary plan for 276 lots, a copy of which is attached hereto as Exhibit B (the "Preliminary Plan").
- c. Development Standards. The development and construction of the Community and the Projects shall proceed pursuant to and consistent with the development standards set forth below and in the plans as summarized in the document identified as "Layton City Council Review Package for Creekside Estates (now KaysCreek Estates) Planned Residential Unit Development" prepared by Swaner Design, Inc. and dated December 12, 1996 (the "Review Document"). The Review Document is hereby incorporated into the Development Agreement by this reference.

Layton City, acting pursuant to its authority under Utah Code annotated, Section 10-9-101, et seq., has made certain determinations with respect to the proposed Community and the Projects, and, in the exercise of its legislative discretion, has elected to process and approve the use, density, general configuration and development standards for the Community, resulting in the negotiation, consideration and approval of this Development Agreement after all necessary public hearings.

This Agreement shall be effective on the date of final council action by the Layton City Council and when signed by Mr. Alex Jensen, City Manager for Layton City, and Mr. Dave Backman for Advantage Communities, Inc.

2. SUMMARY OF LAYTON CITY DETERMINATIONS RELATING TO THE COMMUNITY

Over a period of months the concepts for the Community have been developed by Advantage and its consultants, Swaner Design, Inc. and Hubble Engineering, Inc., and reviewed by Layton City Community Development Department, the Planning Commission and the City Council. Advantage agrees to develop and improve the Community in substantial compliance with those concepts as summarized in the Review Document and in compliance with all applicable statutes, ordinances and approvals granted by the City.

The City Council has approved this Development Agreement at a lawfully advertised meeting on April 3, 1997.

Preliminary Subdivision and PRUD Approval. The City Council has approved the proposed use, density and general configuration for the Community, pursuant to the preliminary subdivision and PRUD approval process set forth in the Layton City Development Code at a lawfully advertised public hearing on December 19, 1996.

Subdivision Approval for Phase One. The City Council has approved the proposed subdivision development identified on the Review Document as Phase One of the Community pursuant to the subdivision approval process set forth in the Layton City Development Code at a lawfully advertised public hearing on April 3, 1997.

3. SPECIFIC DEVELOPMENT STANDARDS AND APPROVAL OF SUBDIVISION AND IMPROVEMENTS

Advantage shall construct Phase One in substantial compliance with the engineering plans for that Project prepared by Hubble Engineering, Inc., with the construction set identified with the date of March 27, 1997, which plans consist of a four (4) page dedication plat and a total of approximately thirty-five (35) sheets. Those plans have been reviewed and approved by the Layton City Engineer's office and carry an approval date of _____, 1997. The Developer shall also submit a landscape plan prepared by a qualified landscape architect. A copy of the improved plans shall be maintained on the job site for use of the Layton City Public Works Inspector.

Specific Project Area Covenants, Conditions and Restrictions. The Developer has caused to be prepared a Declaration of Covenants, Conditions and Restrictions for KaysCreek Estates Phase One, Layton City, Utah, dated February 15, 1997, (revised March 31, 1997) which document will be recorded simultaneously with the recordation of the plat for Phase One. The declaration includes without limitation the following provisions:

- a. Page 7 of the Declaration contains the following language "The common areas are restricted to the uses specified in this declaration and those uses cannot be changed without specific written approval from Layton City."
- b. Section 2.2 of the Declaration contains a Right to Farm provision.
- c. Article VII of the Declaration deals with the homeowners association, including assessments and maintenance obligations.

Future Subdivision Approval. In addition to the preliminary approvals granted by the City as reflected in this Agreement, the Parties contemplate that the Developer will at some time submit to the City a final subdivision plat for approval of Phase Two. Such application shall be substantially reviewed in accordance with the procedures in place for reviewing and approving such plats and plans as of the effective date of this Agreement. The final subdivision plat consideration shall be based upon City ordinances, the standards set forth in the Review Document, the applicable standards incorporated in this Development Agreement, and such other reasonable conditions imposed by the City and not inconsistent with the terms of this Development Agreement. The preliminary approval for Phase Two, as well as all other approvals referred to herein that have been granted, shall remain valid for one (1) year. Final subdivision plat applications for Phase Two may incorporate only portions of the land covered by the Phase Two preliminary subdivision plat approval.

4. WASTE WATER LIFT STATION

The Phase One subdivision improvement plans include a waste water lift station, with plans designed by Eckhoff, Watson, and Preator, Engineers, and approved by the Layton City Engineering Department with a date of February 11, 1997. As part of the subdivision improvements for Phase One, Advantage Communities, Inc. Agrees to complete the lift station on the following basis:

- a. The wastewater lift station is to be constructed in accordance with the Eckhoff Watson and Preator plans dated February 11, 1997. Three sets of those plans have been signed and initialed by the Layton City Engineer and by Advantage Communities, Inc. with one set to be retained by the city engineer and one set to be retained by Advantage Communities, Inc. and a third set to be kept on the job site for use by the Layton City Public Works Inspector.
- b. The lift station is to be inspected during construction by Eckhoff, Watson, and Preator to assure compliance with approved plans and specification.
- c. 110% of the reasonable costs of design, construction, and inspection are to be paid by the Developer.
- d. Appropriate bonds, in a form satisfactory to Layton City, to guarantee item b. are to be provided by the Developer.

- e. The lift station is to be operated and maintained by Layton City with 100% of the costs thereof, including reasonable administrative costs and fees paid to a treatment facility, to be assessed to the residents of the development. Until there are sufficient residents (defined as twenty-five (25) residential units) in the development, all costs of operating and maintaining the lift station are to be paid by the Developer.
- f. The bond agreements to be posted by Advantage Communities, Inc. shall include a bond in the amount of \$17,500 to guarantee sufficient funds to pay for maintenance and/or equipment failure. This bond shall continue in effect until such time as a reserve fund in the same amount and specifically identified for that purpose, has been accumulated in the reserve of the KaysCreek Estates Homeowners Association. Advantage Communities, Inc. shall provide, in the Covenants, Conditions, and Restrictions, for the City's review of reserve fund records, for the purpose of verifying the fund balance.
- g. The bond agreements to be posted by Advantage Communities, Inc. will include an amount of \$15,000 to guarantee the operation costs of the waste water lift station for a period of one year. This bond, if not fully used, will be canceled at the end of twelve (12) months after the lift station has been approved by the City as being operational.
- h. The Covenants, Conditions, and Restrictions of Record for Phase One will include a section which obligates the owners of lots within Phase One to pay a prorata share of the costs of hooking the development up to a gravity sewer system (not to exceed \$50,000) should such gravity system become available within five (5) years of the date of recording of the plat for Phase One.

5. IMPROVEMENT GUARANTEES

- a. The Developer and the financial institution providing the mortgage funds for the subdivision will execute bond agreements in the form of "Bond Agreement-Financial Institution Guarantee Form" (Revised 8/956) which agreements will guarantee the normal items such as utilities and street improvements and in addition thereto, bonds will be posted for the pedestrian paths, the creek side trail, and the Phase One parks and playground. The amount of the bonds will be based on firm bids as evidenced by bids submitted to Advantage Communities, Inc. and as approved by the City Engineer. (See Exhibit D)
- b. At the completion of the construction period, Advantage Communities, Inc. shall have the option of providing the 10% bond for the warranty period in the surety form based on the City's document revised 9/94.

- c. For purposes of inspection approvals and bond releases, Advantage Communities, Inc. has divided the Phase One subdivision into eight subsections identified as section A, B, C, D, E, F, G, and H. The City agrees to release a specific bond amount as specific improvements such as land drain, sewer, storm drain, water system, curb and gutter, and other such improvements are completed to the standards provided in Exhibit C. The Developer understands and agrees that subphases F, G and H shall be completed prior to the issuance of any occupancy permit in phases A, B, C, D and E.
- d. Regarding the secondary water and irrigation system for the parks and agricultural preserve, the initial bond amount for this category of \$31,750 is an approximate amount and is subject to change when revised plans for this segment of the work are submitted by the Developer. The revised plans will have a new bond amount established by the City after review by the City Engineer. Until the revised plans are submitted, and the City has established a new bond amount for this segment, Developer and the City have agreed that final approval for completed utility and street improvements for KaysCreek Estates Phase One will not be granted. The improvements bonded for shall be completed within 18 months of the date of this Agreement.

6. INSURANCE

The Developer will carry liability insurance in an amount of not less than \$3,000,000; which policy will name Layton City as an additional insured. When the KaysCreek Estates Homeowners Association is formed, the homeowners association will carry liability insurance in an amount of not less than \$3 million. The liability insurance will insure against, among other things, any damage caused by temporary shut down of the lift station. Proof of the above insurance shall be in a form approved by the City Attorney and shall be produced at the request of the City.

7. ARCHITECTURAL CONTROLS AND PROCEDURES

The Declaration of Covenants, Conditions and Restrictions for KaysCreek Estates Phase One requires the owner of any lot to obtain architectural review committee approval prior to constructing any dwelling unit within the subdivision. Furthermore, the Declaration requires any lot owner to obtain a final inspection from the architectural review committee prior to seeking a certificate of occupancy for the constructed dwelling unit. Layton City has agreed to cooperate with the Developer and its designated architectural committee professional in the issuance of building permits and certificate of occupancies as outlined below. The obligation of the City is on a best efforts basis only and the City shall have no liability for inadvertently issuing a building permit or certificate of occupancy without being in receipt of the architectural committee approval. Thus, the City agrees to cooperate in the following procedure:

- a. Upon receipt of a plan submission from a lot owner, the architectural committee will review the plans and if approved, will issue an approval letter along with an approved plot plan, copies of which will be faxed and/or mailed to the City official issuing building permits.
- b. At the time of completion of the dwelling unit, the architectural committee professional representative will make an inspection of the completed dwelling unit and in a report advise the City Building Department if all requirements of the original architectural committee approval, including street tree planting, fencing, etc., have been complied with (and/or escrowed for) and fax or mail said approval letter or conditional approval letter to the City Building Department.

Whereupon City will issue a certificate of occupancy for the specific dwelling unit if it otherwise meets the City's requirements for such certificate.

8. BUILDING PERMITS

Layton City and the Developer recognize and agree that an early completion of the entire Phase One subdivision including the subdivision improvements, parks, playgrounds, creek side trail and complete dwelling units are essential to creating a viable and quality community at KaysCreek Estates Phase One. The city will issue building permits within any given lettered subphase of the KaysCreek Estates Phase One subdivision on the following basis: —

- a. That the water line in Weaver Lane has been completed and has been connected with the water line for any given lettered subphase.
- b. That a functioning water line and hydrants have been completed in a given lettered subphase, but that system is not necessarily looped, as determined by the City Engineer.
- c. The average spacing between hydrants shall be 500' (1750 gpm required). This distance shall be reduced by 50' on dead end streets or roads. Notwithstanding the above, the waterline in each subphase shall terminate within the subphase, for the purpose of flushing the line.
- d. That the fire equipment must be able to come within 150' of all portions of any structure, within the subphase being approved.
- e. That the sewer lines have been completed as provided in Exhibit C, in a lettered subphase (the lift station need not be completed but has been bonded).
- f. That the land drain system and storm sewer system have been completed as provided in Exhibit C, within the lettered subphase.

- g. That curb and gutter and road base have been installed as provided in Exhibit C, in the lettered subphase.
- h. Notwithstanding the above, all conditions precedent, under the Layton Municipal Code, for the issuance of a building permit, must be met before a building permit will be issued.

The city agrees to, upon the request of a builder who has obtained Architectural Committee approval), issue building permits once these conditions as described have been accomplished by the Developer in a lettered subsection. Layton City will issue the permits, without the subdivision improvements being completed, as long as bond agreements are in place to guarantee the completion of the subdivision improvements. As constructed drawings will be maintained by the Developer or the Developer's contractors for each subsection as construction proceeds, and those drawings will show the location of all water service lines, sanitary sewer lines, and subsurface or land drainage lines at each building lot. The locations of those lines shall be referenced to a property line. Preliminary copies of those as constructed drawings will be submitted for each subsection if requested by Layton City and a complete set will be submitted upon subdivision completion.

9. SCHEDULE OF DEVELOPER FEES

The Developer has been or will be charged the following fees in connection with the development of KaysCreek Estates Phase One: _____

- a. Preliminary plat processing fees of \$100 plus \$15 per lot (which have been paid).
- b. Final plat processing fees of \$250 plus \$50 per lot.
- c. Storm sewer fees at the rate of \$420 per lot.
- d. In consideration of the Developer developing and paying for five parks, pedestrian trails, creek side trail system, and other improvements within the Community, the City will not charge the standard \$300 park impact fee to builders obtaining building permits within the Community.
- e. In consideration of Developer's expense for installation of a major water line along Weaver Lane, Developer will not be charged any water connection fees. In consideration of Developer developing the entire sewer line system and lift station system within the Community, Developer will not be charged any Layton City sewer connection fees other than a North Davis Sewer District tap fee of approximately \$600, which Developer will pay directly to North Davis Sewer District.
- f. All applicable impact fees will be paid at the rate in effect at the time the building permit is issued. The current impact fees will be charged to the Developer for Phase One and Phase Two, provided Phase II receives final approval by October 3, 1998 (18 months after final approval of Phase I). If Phase II does not receive final

approval by October 3, 1998, any new or adjusted fees, charged by the City, would apply. Any applicant for a building permit issued before October 3, 1998, shall pay the fees in effect on April 3, 1997. Any applicant for a building permit issued after October 3, 1998, shall be charged according to the fees in place on the date the permit is issued.

- g. The City shall negotiate and draft a "payback agreement" with the Developer to address the possible recapture of Developer's cost in providing increased capacity of the sanitary sewer lift station to accommodate neighboring properties.

10. WARRANTY

a. The warranty period for the culinary water system, sanitary sewer system, sub-surface drainage system, storm drainage system, and street improvements, shall begin at the time the FINAL SUBDIVISION ACCEPTANCE is issued to the Developer. Development warranty periods will not begin during the months of November, December, January or February.

b. The Developer is responsible for ALL maintenance of all constructed improvements throughout the warranty period, even though the systems may be in use and operating.

c. The Developer's subdivision contract allows for 18 months to complete all work. Following the 18 month period and if the work is completed in a manner satisfactory to the City Engineer, the ONE year period will begin. If the work is not complete, the subdivision will be "red-tagged", no building permits will be issued and no escrow funds will be released. The Developer will be given notice to complete the project or apply for a time extension. The City Council will determine if an extension is allowable. If no extension is given, the Developer will be required to complete the work or the City will complete the work and use the funds in the escrow account to cover all costs of so doing.

d. The Developer will be responsible for the placement of all sidewalk within the development. The placement of the sidewalk may be delayed until the actual construction of a residential unit OR until the end of the contract period.

11. MODEL HOMES AND MARKETING PORTABLE OFFICE TRAILER

Builders purchasing lots in Phase One will be starting model home construction at the earliest possible time. It is anticipated that model homes will be constructed initially along lots 1 through 10 and along lots 58 through 64, pursuant to Layton City ordinances governing the same.

12. CONSIDERATION

The Parties mutually acknowledge the receipt of fair and adequate consideration under the terms of this Agreement and expressly waive any right to challenge the sufficiency thereof.

13. SUCCESSORS AND ASSIGNS OF DEVELOPER

This Agreement shall be binding upon Developer and its successors and assigns, and where the term "Developer" is used in this Agreement it shall mean and include the successors and assigns of Developer, except that City shall have no obligation under this Agreement to any successor or assign of Developer not approved by City. Notwithstanding the foregoing, City shall not unreasonably withhold or delay its consent to any assignment or change in ownership (successor or assign of Developer) of the Subject Area. Upon approval of any assignment by City, or in the event Developer assigns all or part of this Agreement to an assignee, Developer shall be relieved from further obligation under that portion of the Agreement for which the assignment was made and approved by City.

14. NOTICES

All notices, demands and requests required or permitted to be given under this Agreement (collectively the "Notices") must be in writing and must be delivered personally or by nationally recognized overnight courier or sent by United States certified mail, return receipt requested, postage prepaid and addressed to the Parties at their respective addresses set forth below, and the same shall be effective upon receipt if delivered personally or on the next business day if sent by overnight courier, or three (3) business days after deposit in the mail if mailed. The initial addresses of the Parties shall be:

To Developer:	Dave Backman Advantage Communities, Inc. P.O. Box 680727 Park City, Utah 84068 801/649-9655 801/649-8797 (FAX)
To City:	LAYTON CITY CORPORATION 437 North Wasatch Drive Layton, Utah 84041 Attn: Alex R. Jensen, City Manager 801/546-8500 801/546-8577 (FAX)

Upon at least ten (10) days' prior written notice to the other Party, either Party shall have the right to change its address to any other address within the United States of America

If any Notice is transmitted by facsimile or similar means, the same shall be deemed served or delivered upon confirmation of transmission thereof, provided a copy of such Notice is deposited in regular mail on the same day of such transmission.

15. TERMINATION AND/OR BREACH

The obligations of the Parties shall terminate upon the completion of performance of the terms of this Agreement by the City and the Developer unless terminated sooner by either Party due to the breach of any provision of this Agreement by the other Party. Such termination shall require written notice to the breaching Party giving thirty (30) days to cure such breach. In case such action is not taken or diligently pursued, the aggrieved Party may institute such proceedings as may be necessary or desirable in its opinion to:

- a. cure or remedy such default or breach, including but not limited to, proceedings to compel specific performance by the Party in default or breach of its obligations; or
- b. terminate this Agreement, and stop any further development based on the approvals granted hereunder.

16. ENFORCED DELAY BEYOND PARTIES' CONTROL

For the purpose of any other provisions of this Agreement, neither City nor Developer, as the case may be, nor any successor in interest, shall be considered in breach or default of its obligations with respect to its construction obligations pursuant to this Agreement, in the event the delay in the performance of such obligations is due to unforeseeable causes beyond its fault or negligence, including, but not restricted to, acts of God or of the public enemy, acts of the government, acts of the other Party, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes or unusually severe weather, or delays of contractors or subcontractors due to such causes or defaults of contractors or subcontractors. Unforeseeable causes shall not include the financial inability of the Parties to perform under the terms of this Agreement.

17. THIRD PARTY BENEFICIARIES

Any claims of third party benefits under this Agreement are expressly denied, except with respect to permitted assignees and successors of Developer.

18. GOVERNING LAW

It is mutually understood and agreed that this Agreement shall be governed by the laws of the State of Utah, both as to interpretation and performance. Any action at law, suit in equity, or other judicial proceeding for the enforcement of this Agreement or any provision thereof shall be instituted only in the courts of the State of Utah.

19. INTEGRATION CLAUSE

This document constitutes the entire agreement between the Parties and may not be amended except in writing, signed by the Parties.

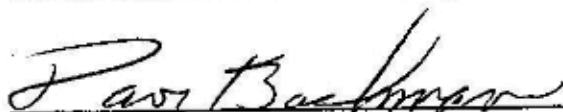
20. EXHIBITS INCORPORATED

Each Exhibit attached to and referred to in this Agreement is hereby incorporated by reference as though set forth in full where referred to herein.

21. ATTORNEYS' FEES

In the event of any action or suit by a Party against the other Party for reason of any breach of any of the covenants, conditions, agreements or provisions on the part of the other Party arising out of this Agreement, the prevailing Party in such action or suit shall be entitled to have and recover from the other Party all costs and expenses incurred therein, including reasonable attorneys' fees.

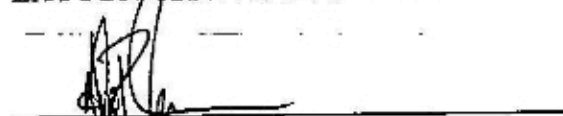
ADVANTAGE COMMUNITIES, INC.



DAVE BACKMAN

Its: President

LAYTON CITY CORPORATION

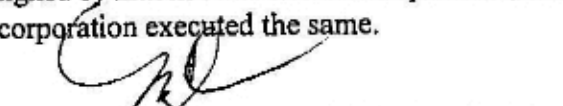


ALEX R. JENSEN, City Manager

STATE OF UTAH)
 : ss.
COUNTY OF Summit)

On this 9th day of May, 1997, personally appeared before me DAVE BACKMAN, who duly acknowledged to me that he is the President of ADVANTAGE COMMUNITIES, INC., and that the document was signed by him in behalf of said corporation, and DAVE BACKMAN acknowledged to me that said corporation executed the same.





NOTARY PUBLIC



EXHIBIT "A"

DEVELOPMENT AGREEMENT FOR KAYSCREEK ESTATES

THE PROPOSED PLAT OF KAYSCREEK ESTATES PHASE ONE, described as follows: A parcel of land lying within the North half and the Southeast quarter of Section 31, Township 4 North, Range 1 West, Salt Lake Base and Meridian, Layton, Davis County, Utah, more particularly described as follows: Commencing at the center quarter corner of said Section 31 being marked as a Brass Cap Monument from which the East quarter corner bears North 89°56'00" East, a distance of 2641.87 feet; thence North 00°01'54" East, along the North-South Centerline of said Section, a distance of 135.59 feet to the real point of beginning; thence North 39°32'07" West, a distance of 473.37 feet to a point on a fence line on the Southerly side of a road; thence along said fence line the following 5 courses: North 50°38'53" East, a distance of 715.70 feet; thence South 65°25'36" East, a distance of 23.11 feet; thence North 51°10'56" East, a distance of 994.03 feet; thence North 47°02'17" East, a distance of 251.38 feet, thence North 50°57'05" East, a distance of 236.54 feet; thence leaving said fence line South 37°00'00" East, a distance of 208.32 feet; thence South 42°13'08" East, a distance of 37.00 feet; thence South 47°46'52" West, a distance of 28.90 feet; thence South 37°00'00" East, a distance of 480.66 feet; thence North 52°42'14" East, a distance of 7.65 feet; thence South 37°12'26" East, a distance of 315.30 feet; thence South 53°00'00" West, a distance of 124.29 feet; thence North 37°00'00" West, a distance of 44.36 feet; thence South 52°42'14" West, a distance of 133.29 feet; thence South 37°28'46" East, a distance of 551.53 feet; thence North 49°46'12" East, a distance of 112.80 feet to the point of beginning of property line agreement described by Entry No. 607034, Book 889, Page 813, Records of Davis County, Utah; thence along said property line agreement (Entry No. 607034) South 39°16'38" East, a distance of 733.34 feet, (formerly described as 732.89 feet), to a point of intersection of said property line agreement and property line agreement described by Entry No. 607037, Book 889, Page 835, Records of Davis County, Utah; thence along said property line agreement Entry No. 607037 the following 4 courses: South 50°54'00" West, a distance of 258.79 feet (formerly described as 259.70 feet); thence North 39°43'27" West, a distance of 725.45 feet to a 5/8" iron pin and a point on a property line agreement described by Entry No. 607037, Book 889, Page 835, Records of Davis County, Utah; thence along said property line agreement the following 2 courses: South 49°38'12" West, a distance of 1321.08 feet; thence North 49°27'27" West, a distance of 220.54 feet to a point of intersection of said property line agreement and property line agreement described by Entry No. 607035, Book 889, Page 818, Records of Davis County, Utah; thence along said property line agreement (Entry No. 607035) the following 2 courses: South 49°58'17" West, a distance of 176.12 feet; thence North 39°32'07" West, a distance of 1116.28 feet to the real point of beginning.

KAYSCREEK ESTATES

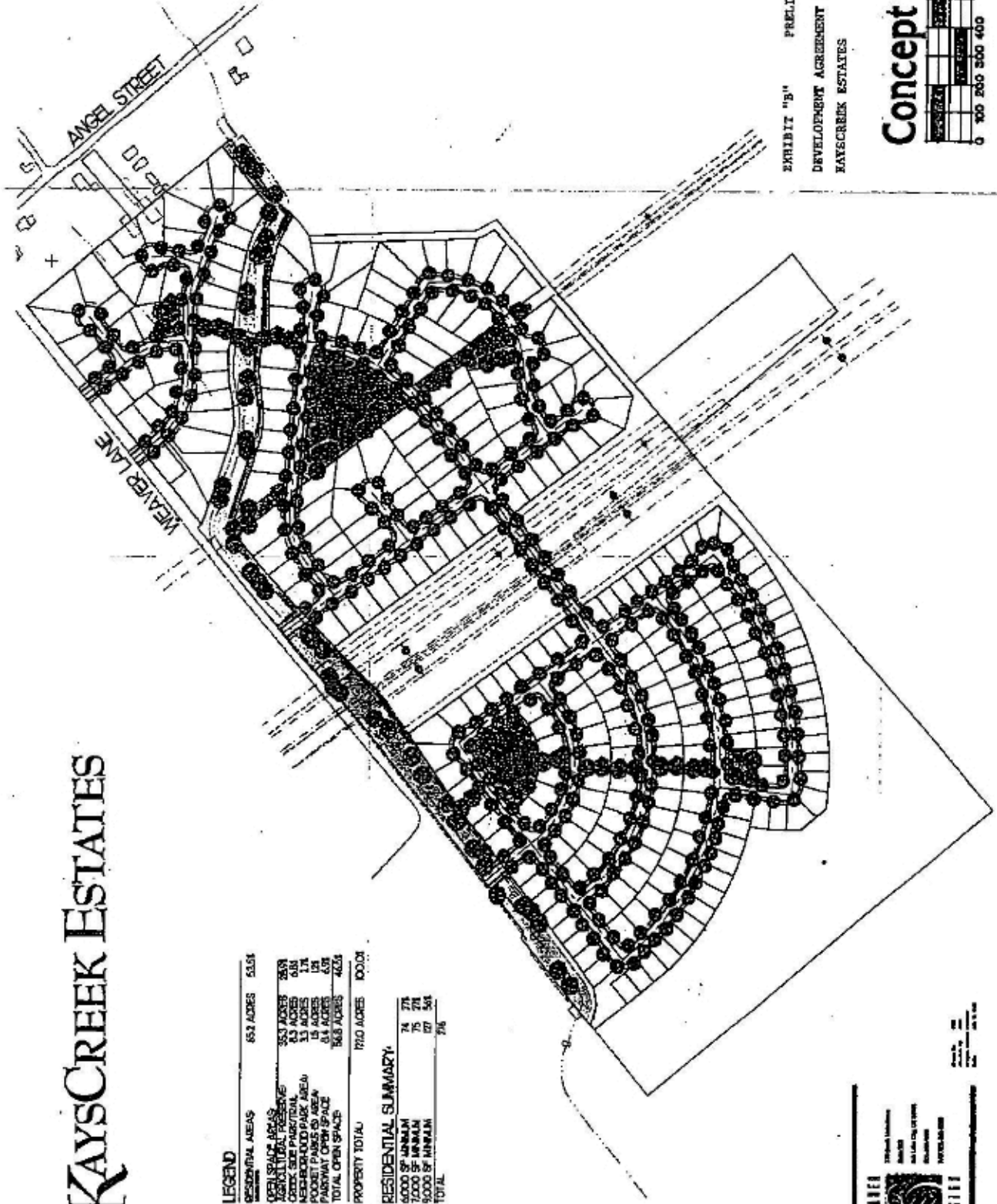
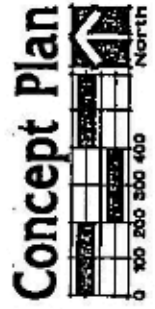


EXHIBIT "B" PRELIMINARY PLAN
DEVELOPMENT AGREEMENT FOR
KAYSCREEK ESTATES



LEGEND	
RESIDENTIAL AREAS	65.3 ACRES 54.8%
OPEN SPACE AREAS	
AGRICULTURAL PRESERVE	35.3 ACRES 28.0%
CREEK SIDE PASTORIAL	0.1 ACRES 0.1%
CREEK SIDE PASTORIAL	0.3 ACRES 0.2%
WATERBODY PARK AREA	1.3 ACRES 1.0%
WATERBODY PARK AREA	1.7 ACRES 1.3%
PARKWAY OPEN SPACE	1.4 ACRES 1.1%
TOTAL OPEN SPACE	7.8 ACRES 6.2%
PROPERTY TOTAL	170 ACRES 100%
RESIDENTIAL SUMMARY:	
5000 SF MINIMUM	74 7%
7000 SF MINIMUM	75 7%
8000 SF MINIMUM	27 5%
TOTAL	76

THE CITY OF KAYSCREEK
 1000 W. LAMAR BLVD.
 KAYSCREEK, MO 64088
 (417) 426-1111

EXHIBIT "C"

UTILITY SYSTEM ACCEPTANCE

1. GENERAL REQUIREMENTS:

The utility systems and street improvements will be issued a "status" letter at the completion of each phase of work. Each sub-phase shall meet the following general requirements prior to the issuance of a "status letter" and the release of any portion of the completion bond. Except for the amount held as a guarantee, the escrow amount held for each type of improvement may be released upon completion of that improvement, pursuant to conditions listed below. The final acceptance of the improvements for Phase One, and the beginning of the one year warranty will begin after Phase One has been completed in its entirety and the final punch list items corrected.

a. Sanitary Sewer

Upon completion of a portion of the sanitary sewer line, the first letter will state that the lines have passed the required air test; they have been video recorded and the recording has been reviewed and found acceptable, the lines have been adequately backfilled, and the lateral location as-constructed drawings have been submitted. The manholes are not placed to final grade nor is the system acceptable for use at this time.

b. Storm Drain System

Upon completion of a portion of the storm drain system, the first letter will state that the lines have been reviewed for alignment and found acceptable; the lines have been adequately backfilled. The cleanout and/or inlet boxes have not been placed to final grade at this time.

c. Sub-Surface Drain Line System

Upon completion of a portion of the sub-surface drain line system, the first letter will state that the lines have been reviewed for alignment and found acceptable; the lines have been adequately backfilled; and the lateral location as-constructed drawings have been submitted. The manholes are not placed to final grade nor is the system acceptable for use at this time.

d. Culinary Water System

Upon completion of a portion of the culinary water system, first letter will state that the lines have been reviewed for alignment and found acceptable; the lines have passed the required static pressure test; the lines have passed the required microbiologic test. The water valve boxes have not been placed to final grade. The fire hydrants are installed but no acceptance test has been performed. The water service lines have (have not) been installed but are not acceptable until the final placement of the meter boxes and the curb and gutter is complete.

e. Curb and Gutter Placement

Upon completion of a portion of the curb and gutter placement, the first letter will state that the curb and gutter, including the inlet box covers and grates, the cleanout box covers and decks, the handicap ramps, and concrete waterways (where allowed) have been given preliminary approval. The curb and gutter has (has not) been tested for proper flow and the "low spots" and "bellies" will be removed and replaced. The Developer will be cautioned that any damaged concrete between this time and the time of the final inspection will be removed and replaced.

f. Water Service Meter Box Construction

Upon completion of a portion of the water service meter box construction, the first letter will certify that the water service lines and the meter boxes have been reviewed for alignment and grade; that the proper angle stops, yoke, fittings, backflow device, box, cover and frame have been reviewed and are acceptable. The Developer will be cautioned that the placement and the condition of the water meter structure will remain the Developer's throughout the warranty period.

g. Sub-grade and Roadbase Placement

Upon completion of a portion of the sub-grade and roadbase placement, the letter will state that the sub-grade and roadbase have been placed to the proper grade and depth. The asphalt surface may be placed within five days of the letter or the Developer will be required to obtain an additional inspection for the roadbase surface approval. The letter will state that the all manhole covers and water valve covers within the roadway area are not to the final grade and that the subdivision is NOT ready for occupancy but building permits are allowed.

h. Approval for Occupancy Prior to Asphalt Placement.

Upon completion of a portion of the approval for occupancy prior to asphalt placement, a letter will be issued to verify that the subdivision is approved for occupancy if the roadbase is at final grade; the curb and gutter has been installed; the culinary water system has been approved; the fire hydrants are operational; the sanitary sewer lines have been approved and the manholes are accessible.

i. Sidewalk Placement

Upon completion of a portion of the sidewalk, a letter will be issued to certify that the sidewalks have been installed at specific lots or locations. The Developer will be cautioned that any damaged concrete will be the Developer's responsibility.

j. Asphalt Placement

Upon completion of a portion of the asphalt placement, the letter will certify that the asphalt surface is acceptable and that the subdivision is approved for occupancy. The letter will state that the manhole covers and valve box covers have been placed to final grade; the fire hydrants are operational. A final punch list will be prepared in the near future and the one year warranty will begin.

2. SPECIFIC REQUIREMENTS BY PHASE

The specific requirements for the approval and acceptance of the above improvements for each sub-phase, shall be reflected in a letter of understanding signed by the City Engineer and the Developer. That letter shall be incorporated herein by this reference.



m.c. green & sons, inc.
GENERAL CONTRACTORS

M. C. GREEN & SONS, INC. / ADVANTAGE COMMUNITIES

KAYSCREEK ESTATES SUBDIVISION

CONTRACT EXHIBIT 'A'

**GENERAL DESCRIPTION - BASE CONTRACT
DESCRIPTION AND PRICE OF WORK:**

1. Grading and Earthwork	\$ 172,168.00
2. Sewer System (excluding lift station)	\$ 410,775.00
3. Sewer to Lift Station	\$ 9,822.00
4. Land Drain	\$ 429,109.00
5. Land Drain out of Subdivision	\$ 36,175.00
6. Storm Drain	\$ 195,672.00
7. Water System	\$ 254,996.00
8. Site Concrete	\$ 251,742.00
9. Street Paving	\$ 263,688.00
10. Misc. Work (UP&L Trenching, sleeves, etc.)	\$ 57,650.00
11. Weaver Lane Improvements & Force Main	\$ 271,568.00
12. Weaver Lane Water lines	\$ 90,020.00
13. Kays Creek Bridge Crossings	\$ 130,000.00
14. Irrigation System to Park Area	\$ 31,750.00

TOTAL BASE CONTRACT **\$ 2,605,105.00**

Page 1 of 1



m.c. green & sons, inc.
GENERAL CONTRACTORS

MARCH 24, 1997

PAGE 1 OF 4

TO: DAVE BACKMAN
ADVANTAGE COMMUNITIES INC.
PO BOX 680727
PARK CITY, UTAH 84068

EXHIBIT " B "

PROJECT: KAYSCREEK SUBDIVISION
LAYTON, UTAH
SITE IMPROVEMENTS
PHASE ONE AND WEAVER LANE

PROJECT COST ESTIMATE

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION
A	GRADING STREETS IN PHASE I				
1	CLEAR AND GRUB PHASE ONE	1	LS	\$2,163.00	\$2,163.00
2	STRIP TOPSOIL FROM ROAD R/W	5,788	CY	\$1.03	\$5,961.64
3	CUT STREETS TO SUBGRADE	68,061	CY	\$1.03	\$70,102.83
4	FILL TO SUB-GRADE	71,538	CY	\$1.03	\$73,684.14
5	GRADE PARK AREA "A" & "B"	56,585	SF	\$0.10	\$5,658.50
6	GRADE PEDESTRIAN TRAIL	10,125	SF	\$0.10	\$1,012.50
7	GRADE CREEK TRAIL EASEMENT	37,540	SF	\$0.10	\$3,754.00
8	REGRADE SUBGRADE AFTER UNDER GROUND WORK HAS BEEN COMPLETED	327,724	SF	\$0.03	\$9,831.72
	SUB-TOTAL GRADING				\$172,168.33
B	SEWER SYSTEM				
1	60" MANHOLE (AVG. H=9.2)	9	EA	\$2,087.00	\$18,783.00
2	48" MANHOLE (AVG. H=8.76)	33	EA	\$1,560.00	\$51,480.00
3	8" PVC SDR-35 SEWER MAIN	7,078	LF	\$12.60	\$89,182.80
4	10" PVC SDR-35 SEWER MAIN	936	LF	\$14.05	\$13,150.80
5	4" LATERAL TO LOT	166	EA	\$430.00	\$71,380.00
6	PLUG AND BLOCK SEWER MAIN	4	EA	\$200.00	\$800.00
	SUB-TOTAL SEWER SYSTEM				\$244,776.60
C	SEWER MAIN FROM SUB. TO LIFT STATION				
1	48" MANHOLE	2	EA	\$1,560.00	\$3,120.00
2	10" PVC SDR-35 MAIN	477	LF	\$14.05	\$6,701.85
	SUB-TOTAL OUTFALL LINE				\$9,821.85

D	FORCED MAIN				
1	6" PVC C-900 FORCED MAIN	2,253	LF	\$9.76	\$21,989.28
					=====
	SUB-TOTAL FORCED MAIN				\$21,989.28
E	LAND DRAIN IN SUBDIVISION				
1	60" MANHOLE (AVG H=10.3)	9	EA	\$2,087.00	\$18,783.00
2	48" MANHOLE (AVG H=9.7)	33	EA	\$1,560.00	\$51,480.00
3	8" ADS N-12 MAIN	8,069	LF	\$12.98	\$104,735.62
4	8" PLUG	5	EA	\$150.00	\$750.00
5	FILTER FABRIC	12,787	SY	\$1.25	\$15,983.75
6	4" LATERAL TO LOTS	166	EA	\$430.00	\$71,380.00
					=====
	SUB-TOTAL LAND DRAIN				\$263,112.37
F	LAND DRAIN OUTSIDE OF SUBDIVISION				
1	48" MANHOLE (AVG. H=8.0)	7	EA	\$1,435.00	\$10,045.00
2	10" ADS N-12 MAIN	1,550	LF	\$14.60	\$22,630.00
3	CROSS KAYSCREEK	1	LS	\$3,500.00	\$3,500.00
					=====
	SUB-TOTAL LAND DRAIN				\$36,175.00
G	STORM DRAIN				
1	12" RCP CLASS III	1,350	LF	\$12.50	\$16,875.00
2	15" RCP CLASS III	1,386	LF	\$14.00	\$19,404.00
3	18" RCP CLASS III	425	LF	\$15.50	\$6,587.50
4	18" RCP CLASS V	141	LF	\$20.25	\$2,855.25
5	21" RCP CLASS III	1,409	LF	\$17.50	\$24,657.50
6	21" RCP CLASS V	132	LF	\$22.40	\$2,956.80
7	24" RCP CLASS III	477	LF	\$19.00	\$9,063.00
8	24" RCP CLASS V	414	LF	\$26.30	\$10,888.20
9	27" RCP CLASS III	193	LF	\$28.65	\$5,529.45
10	MANHOLE	35	EA	\$1,373.00	\$48,055.00
11	COMBO BOX	5	EA	\$1,600.00	\$8,000.00
12	GUTTER INLET BOX	15	EA	\$900.00	\$13,500.00
13	DOUBLE INLET BOX	13	EA	\$1,600.00	\$20,800.00
14	DOUBLE COMBO BOX	2	EA	\$3,100.00	\$6,200.00
15	PLUG	2	EA	\$150.00	\$300.00
					=====
	SUB-TOTAL STORM DRAIN				\$195,671.70
H	WATER SYSTEM IN SUBDIVISION				
1	8" D.I. CLASS 51 MAIN	8,708	LF	\$13.90	\$121,041.20
2	6" D.I. CLASS 51 MAIN	626	LF	\$12.00	\$7,512.00
3	8" GATE VALVE & BOX	20	EA	\$550.00	\$11,000.00
4	8" CROSS	3	EA	\$427.00	\$1,281.00
5	8" BEND	36	EA	\$114.00	\$4,104.00
6	FIRE HYDRANT	19	EA	\$1,850.00	\$35,150.00
7	8" X 8" TEE & BLOCK	5	EA	\$275.00	\$1,375.00
8	8" X 6" TEE & BLOCK	2	EA	\$294.00	\$588.00
9	6" GATE VALVE & BOX	2	EA	\$444.00	\$888.00
10	8" PLUG & BLOCK	3	EA	\$145.00	\$435.00
11	6" PLUG & BLOCK	1	EA	\$132.00	\$132.00
12	3/4" WATER SERVICE TO LOT	166	EA	\$360.00	\$59,760.00
13	H.D.P. PIPE AT BRIDGE CROSSING	360	LF	\$32.50	\$11,700.00
					=====
	SUB-TOTAL WATER				\$254,966.20

I SITE CONCRETE					
1	30" CURB & GUTTER	16,632	LF	\$8.25	\$137,214.00
2	4' X 4" SIDEWALK W/ 4" BASE	16,096	LF	\$6.75	\$108,648.00
3	HANDICAP RAMPS	24	EA	\$125.00	\$3,000.00
4	STAMPED CONCRETE	192	SF	\$15.00	\$2,880.00
=====					
SUB-TOTAL CONCRETE					\$251,742.00
 J STREET PAVING					
1	8" ROAD BASE	291,112	SF	\$0.44	\$128,089.28
2	3" ASPHALT	291,112	SF	\$0.41	\$119,355.92
=====					
SUB-TOTAL STREETS					\$247,445.20
 K MISC. PAVING					
1	PEDESTRIAN TRAIL 6" BASE & 2.5" AC	5,408	SF	\$0.95	\$5,137.60
2	CREEK TRAIL 6" BASE & 2.5" AC	11,690	SF	\$0.95	\$11,105.50
=====					
SUB-TOTAL MISC. PAVING					\$16,243.10
 L MISC. WORK					
1	TRENCH EXCAVATION FOR UTAH POWER	16,000	LF	\$1.75	\$28,000.00
2	SLEEVES FOR UTILITY COMPANY	3,000	LF	\$4.50	\$13,500.00
3	TAIL WATER DITCH	2,950	LF	\$5.00	\$14,750.00
4	DRIVEWAY TURNOUTS	2	EA	\$700.00	\$1,400.00
=====					
SUB-TOTAL MISC. WORK					\$57,650.00
 M IMPORTED GRANULAR MATERIAL FOR SEWER AND LAND DRAIN					
1	BEDDING GRAVEL	14,444	TON	\$10.40	\$150,217.60
2	TRENCH BACKFILL	30,046	TON	\$6.05	\$181,776.12
=====					
SUB-TOTAL MATERIAL					\$331,993.72
 N DIRT AND PAVING ON WEAVER LANE					
1	REMOVE AND STOCK PILE 10" EXISTING ASPHALT AND BASE	1,886	CY	\$5.00	\$9,430.00
2	EXCAVATE AND WASTE ON SITE 2.83' OF EXISTING MATERIAL	8,651	CY	\$2.50	\$21,627.50
3	REMOVE AND REPLACE 1' OF EXISTING MATERIAL COMPACTED TO 90%	4282	CY	\$3.25	\$13,916.50
4	RECOMPACT SUB-GRADE TO 90%	100,537	SF	\$0.04	\$4,021.48
5	CUT GRADE FOR SIDEWALK AND CURB & GUTTER	22,606	SF	\$0.15	\$1,283.25
6	FURNISH AND PLACE 12" -4" ENG. FILL	8,555	TON	\$6.77	\$57,917.35
7	FURNISH AND PLACE 6" -3/4" CRUSHED BASE	4,279	TON	\$7.90	\$33,804.10
8	FURNISH AND PLACE 4" ASPHALT PAVING	100,537	SF	\$0.53	\$53,284.61
9	RELOCATE IRRIGATION BOX & GATES	1	LS	\$2,175.00	\$2,175.00
=====					
SUB-TOTAL PAVING					\$197,459.79

SITE CONCRETE					
1	30" CURB AND GUTTER W/BASE	2,796	LF	\$9.36	\$26,170.56
2	5' SIDEWALK W/BASE	1,571	LF	\$10.50	\$16,495.50
3	4' SIDEWALK W/BASE	1,197	LF	\$7.48	\$8,953.56
4	HANDICAP RAMP	4	EA	\$125.00	\$500.00
=====					
SUB-TOTAL CONCRETE					\$52,119.62

WATER SYSTEM					
1	TIE TO EXISTING MAIN	1	EA	\$5,100.00	\$5,100.00
2	12" X 8" MJ TEE & BLOCK	5	EA	\$417.00	\$2,085.00
3	12" PLUG AND BLOCK	1	EA	\$175.00	\$175.00
4	8" PLUG & BLOCK	1	EA	\$150.00	\$150.00
5	12" VALVE & BOX	4	EA	\$1,013.00	\$4,052.00
6	FIRE HYDRANT	1	EA	\$2,043.00	\$2,043.00
7	12" D.I. CLASS 51 MAIN	2,892	LF	\$23.15	\$66,949.80
8	8" D.I. CLASS 51 MAIN	327	LF	\$16.35	\$5,346.45
9	8" MJ GATE VALVE & BOX	3	EA	\$623.00	\$1,869.00
10	8" DRESSER COUPLER	1	EA	\$325.00	\$325.00
11	STREET PATCHING	1,100	SF	\$1.75	\$1,925.00
=====					
SUB-TOTAL WATER					\$90,020.25

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SUB-TOTAL WORK ON WEAVER LANE **\$339,599.66**

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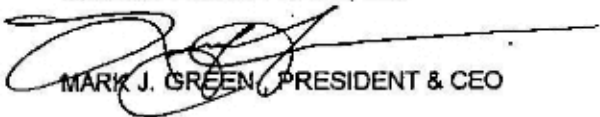
O	KAYSCREEK BRIDGE	2	EA	\$65,000.00	\$130,000.00
P	IRRIGATION SYSTEM TO PARK AREA	1	LS	\$31,750.00	\$31,750.00

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TOTAL CONTRACT FOR IMPROVEMENTS **\$2,605,105.01**

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M.C. GREEN AND SONS, INC.


MARK J. GREEN, PRESIDENT & CEO



FIRST AMENDMENT TO DEVELOPMENT AGREEMENT
FOR KAYSCREEK ESTATES

Reference is made to that certain Development Agreement between ~~Advantage Communities, Inc.~~ and Layton City, which was signed on May 9, 1997. That Agreement is hereby supplemented and amended to add the following provisions:

Installation of Development Fencing for KaysCreek Estates Phase One

1. Advantage Communities, Inc. will install a 6' high chain link fence along the common subdivision property line with property to the south starting at the Utah Power and Light easement near lot 417 and extending west to align parallel with the west side of lot 24, this fence to be installed as per the line marked in red on the attached plot plan designated as Exhibit "D". Unless Advantage Communities, Inc., acquires the property to the south, the chain link fence will be permanent.

2. Advantage Communities, Inc. will install or contractually and through the CC&R's, require the builders of the homes to install the standard KaysCreek Estates 6' high vinyl fence along the rear lot line of the following numbered lots: Lots 9 through 58 and 150 through 160 (as marked in green on Exhibit "D"). That fence will be installed on or before the time of final inspection of the completed homes on those lots. Advantage Communities, Inc. will require that the hired professional designated to carry out the functions of the Architectural Committee will not approve any home as completed until said fencing has been installed. In addition, Advantage Communities, Inc. agrees to provide to each one of the purchasers of lots 9 through 58 and 150 through 160, the "Agreement to Construct Required Fencing at KaysCreek Estates" revised September 22, 1997 (copy enclosed), the purpose of which is to reaffirm the lot purchasers commitment to build said fencing. In addition Advantage Communities, Inc. agrees to maintain Seventy-Six Thousand Dollars (\$76,000) above and beyond the amount necessary to meet the 10% guarantee requirement. This requirement will remain in effect until Advantage Communities, Inc., has provided to the City a surety bond in the amount of Seventy-Six Thousand Dollars (\$76,000) to guarantee the completion of the fencing described in this paragraph 2. It is Advantage Communities, Inc.'s intention to provide that \$76,000 surety bond at the time of substantial subdivision improvement completion, concurrent with Advantage Communities, Inc. providing to Layton City a surety bond for the 10% amount required during the warranty period.

Installation of Development Fencing for KaysCreek Estates Phase Three

3. Advantage Communities, Inc. will install the standard KaysCreek Estates 6' high vinyl fence along the back property lines of lots 314, 315, and 316 as the development of KaysCreek Estates Phase Three is bonded and commences construction. The bonding for that fencing will be included in the overall Phase Three bonding based on an actual contract with a reputable fence company and that fencing will be completed within 60 days of the start of subdivision construction. That fence line construction is delineated on Exhibit "D" as marked in the color blue. Along these back property lines where there are existing Hawthorne or other existing native hedges that are 6' or higher, the hedge may be substituted for the fence. This substitution is subject to field inspection and approval from the Layton City Community Development Department.

Installation of Development Fencing for KaysCreek Estates Phase Four

4. Advantage Communities, Inc. will install the standard KaysCreek Estates 6' high vinyl fence along the back property lines of lots 404 through 411 and lots 415 through 422 as the development of KaysCreek Estates

Phase Four is bonded and commences construction. The bonding for that fencing will be included in the overall Phase Four bonding based on an actual contract with a reputable fence company and that fencing will be completed within 60 days of the start of subdivision construction. That fence line construction is delineated on Exhibit "D" as marked in the color orange. Along these back property lines where there are existing Hawthorne or other existing native hedges that are 6' or higher, the hedge may be substituted for the fence. This substitution is subject to field inspection and approval from the Layton City Community Development Department.

Additional Requirements

5. Advantage Communities, Inc. reaffirms its previous commitment to install the 42" high chain link toddler fence along Kays Creek within Phase One as the Phase One subdivision improvements are completed and within Phase Three as the Phase Three Subdivision improvements are completed and within Phase Five as the Phase Five Subdivision improvements are completed. Prior to the issuance of any certificate of occupancy for any structure in Phase One, said toddler fence will be installed on each side of Kays Creek within Phase One and along the south/southwesterly boundary of the creek to a continuing point where it intersects with the planned trail between lots 310 and 311; and, said fence shall be installed, extending easterly from Phase One, along the north side of the creek to its nearest planned location to the northwest corner of lot 502. Prior to the issuance of any certificate of occupancy for any structure in Phase Three, said toddler fence shall be completely installed within Phases Three and Five.

(Note: Toddler fences are identified with the color purple on Exhibit "D".)

This First Amendment signed this 19th day of November, 1997.

ADVANTAGE COMMUNITIES, INC)

Dave Backman

DAVE BACKMAN

Its: President

LAYTON CITY CORPORATION

Alex Jensen

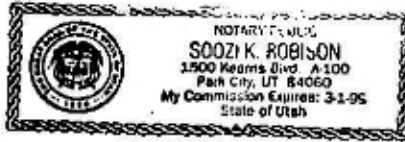
ALEX JENSEN, City Manager

Attest:

Steven M. Cook
C. City Recorder

STATE OF UTAH)

COUNTY OF Summit)
:SS.



On this 19th day of November, 1997, personally appeared before me DAVE BACKMAN, who duly acknowledged to me that he is the PRESIDENT of ADVANTAGE COMMUNITIES, INC., and that the document was signed by him in behalf of said corporation, and DAVE BACKMAN acknowledged to me that said corporation executed the same.

Soozie K. Robison
NOTARY PUBLIC