



ENT 146794:2021 PG 1 of 25  
ANDREA ALLEN  
UTAH COUNTY RECORDER  
2021 Aug 23 11:32 am FEE 0.00 BY JG  
RECORDED FOR PAYSON CITY CORPORATION

## DEVELOPMENT AGREEMENT

### Villages at Arrowhead Park, Plat E and Plat F

This Development Agreement (“**Agreement**”) is entered into this 11<sup>th</sup> day of August, 2021 by and among the City of Payson, a Utah municipal corporation, hereafter referred to as “**City**”, and Arrowhead Partners LLC, a Utah limited liability company, hereafter referred to as “**Developer**”. The Developer is the owner of property contained in the Villages at Arrowhead Park, Plats E and F, (the “**Project**”). The City and Developer are sometimes collectively referred to in this Agreement as the “**Parties**”.

### RECITALS

- A. Payson City, acting pursuant to its authority under Utah Code Annotated 10-9a-102 (2) *et seq.*, as amended and in furtherance of its land use policies, goals, objectives, ordinances, resolutions, and regulations, has made certain determinations with respect to the development and, in exercise of its legislative discretion, has elected to enter into this Agreement.
- B. Developer is the owner of certain real property located in Payson, Utah and desires to develop a portion of the Developer’s property and is willing to design and construct the Project in a manner that is in harmony with and intended to promote the long range policies, goals, and objectives of the Payson City General Plan, zoning and development regulations in order to receive the benefit of vesting for certain uses and zoning designations under the terms of this Agreement as more fully set forth herein.
- C. The Project is arranged on Utah County Parcels 30:009:0103 and 30:009:0104 located on or about 1530 N North and 1210 East, Payson, Utah, with the legal description being contained in “**Exhibit A**” attached hereto and incorporated herein by this reference (the “**Property**”).
- D. Parties acknowledge the Project is within the North Payson Annexation Planning Area and subject to the terms and conditions of the North Payson Annexation Specific Plan and Annexation Agreement recorded on February 28, 2003 in the Utah County Recorder’s Office as Entry No. 29430 (the “**Specific Plan and Annexation Agreement**”), including participation in a Specific Plan for the North Payson Annexation Planning Area. The Specific Plan contains intended uses, densities, and a mixture of residential neighborhoods within the planning area. The Specific Plan designates the Project site as residential housing and with proper approvals will be developed to accommodate single-family dwellings.
- E. Developer requests city council action resulting in approval of a Planned Residential Development as provided in Section 20.10 of the Payson City Municipal Code. The approvals are implemented through this Agreement.
- F. Developer has prepared and presented to the City land use applications for 102 single-family dwelling lots known as Villages at Arrowhead Park, Plats E & F, hereafter referred to as the “**Project**” as shown as Phases 5 & 6 on the Master Plan for the Villages at Arrowhead Park development (“**Master Plan**”) attached hereto as “**Exhibit F**”. The application package was submitted and reviewed by City

pursuant to the requirements of the Payson City Municipal Code and related protocols and policies and other applicable zoning, engineering, fire safety and building requirements. The resulting approved subdivision, prepared in accordance with Utah Code Annotated 10-9a-603, or any successor provision, and approved by the City, effectuating a subdivision of any portion of the Project is referred to as the “**Final Plat**” and the approved civil and construction drawings and associated studies and plans are referred to herein as the “**Plans and Specifications**”. The Developer may complete the Project in one or more phases.

- G. Developer and City desire to allow the Developer to make improvements to the Property and develop the Project in accordance with the Final Plat and the Plans and Specifications.
- H. The Payson City Council has authorized the negotiation of and adoption of a development agreement which advances the policies, goals and objectives of the Payson City General Plan, and preserve and maintain the atmosphere desired by the citizens of the City. Moreover, the Developer has voluntarily agreed to the terms of this Agreement and hereby acknowledges the obligations to complete the Project in a manner consistent with the approval of the City Council and the regulations of the land use ordinances.
- I. Consistent with the foregoing authorization and the provisions of Utah State law, the City's governing body has authorized execution of this Agreement by Resolution \_\_\_\_\_, a copy of which is attached to this Agreement as “**Exhibit B**”.

## **AGREEMENT**

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, IT IS AGREED AS FOLLOWS:

- I. Recitals.** The recitals set forth above are incorporated herein by this reference.
- II. Exhibits.** The exhibits and attachments are intended to be included as if in the body of this Agreement and regulated as such:

Exhibit A: Legal Descriptions

Exhibit B: Adopting Resolution

Exhibit C: Approved Road Details

Exhibit D: Project Landscaping Plan and Project Amenities

Exhibit E: Residential Dwelling Design Elements

Exhibit F: Master Plan Concept

Exhibit G: City Letter

### III. **Developer Obligations.**

- A. **Completion of the Project.** Developer agrees to construct and complete the Project in accordance with the Preliminary Plan, Final Plat and the Plans and Specifications, collectively, (the “**Work**”) and dedicate to the City all designated public roads and other applicable public infrastructure included within the Project to the extent to such roads and other public infrastructure are located within the boundaries of the City and are to be operated by the City, or planned to be dedicated to the City as a condition of approval of a development application (“**Public Infrastructure**”). Any modification from the approved Project Plans and Specifications not mentioned within this Agreement must be approved in writing by both Developer and City.

Developer understands and agrees that building permits within the Villages at Arrowhead Park development are limited to 400 units until the required off-site pressurized irrigation system improvements are installed, inspected, and approved.

- B. **Preliminary and Final Approval.** The Payson City Council granted preliminary and final approval contingent upon satisfaction of certain conditions. Preliminary Plan approval was granted on November 4, 2020 and the Final Plat was approved on January 20, 2021. All aspects of the Project must comply with all related Payson City plans, ordinances, codes and the improvements must be completed and meet all Payson City standards and specifications.

Developer hereby agrees to satisfy all conditions imposed by the Payson City Council in conjunction with the land use approvals as such conditions pertain or relate to the project. All infrastructure, roadways, and improvements associated with the Project must be completed by Developer, unless otherwise noted herein, and inspected and approved by City prior to the issuance of any building permit or certificate of occupancy, as applicable, in the Project or phase thereof. Project amenities and landscaping will be provided in accordance with the amenity schedule herein.

- C. **Project Density and Lot Arrangement.** The Project was approved in accordance with Chapter 20.10 of the Payson City Code as a Planned Residential Development (PRD) in order to allow flexibility in the layout of the building lots. The approved Final Plat E allows for 70 single-family dwelling lots and the approved Final Plat F allows for 32 single-family dwelling lots. Developer agrees to satisfy the minimum requirements of the Planned Residential Development together with conditions imposed by the City Council pursuant to the City’s ordinances, policies, standards and procedures in effect as of the date of this Agreement (“**Vested Laws**”).

The Developer shall be entitled to the project density and lot arrangement for the Project consistent with the approval granted by the Payson City Council and in accordance with the Vested Laws, together with the Plans and Specifications for the Project.

- D. **Relationship with Annexation Agreement.** The Parties understand and agree the Project property is included in the North Payson Annexation and subject to the

provisions of the Specific Plan and Annexation Agreement approved through a legislative act of the Payson City Council.

The Parties expressly agree that the Project shall not be constrained by or subject to the Timing and Sequencing restriction set forth in Section 2.3 of the North Payson Annexation Specific Plan and Annexation Agreement recorded in the official records of Utah County, Utah on February 28, 2003, as Entry No. 29430:2003, and the City shall not withhold building permits and/or certificates of occupancy if development of the project exceeds such restriction. Refer to “**Exhibit G**”.

- E. **Geotechnical Studies.** Developer agrees to follow all recommendations and suggestions of the geotechnical report prepared by Earthtec Engineering as dated December 19, 2017, and any subsequent studies and amendments, unless a stricter or more intensive regulation is required by the land use and development ordinances. For avoidance of a doubt, if any unit is built without a basement or habitable space below finished grade, foundation drains will not be required unless specifically noted with the geotechnical report referenced above.
- F. **Grading, Slope Stabilization, and Storm Water.** Improvements within the Project must be completed in a manner that controls runoff from impervious surfaces, parking areas, roofs, and sloped areas. Slopes steeper than 2:1 must be properly retained. Stabilization methods must be properly designed and approved by Payson City prior to installation.
- G. **Electrical Considerations.** As required by city ordinance, Payson City shall provide all electrical service to the Project, unless otherwise agreed to in writing by Payson City or otherwise ordered by a court of competent jurisdiction. Provision of electrical service for future customers must satisfy the regulations of federal, state and local law or ordinance, and any other service provider obligations. The Parties will work together to identify the proper easements or needed land dedication to provide connection to the Payson Power electrical system.
- H. **Circulation, Access, and Parking.** Developer agrees to provide and maintain the following:
  - i. Sidewalks and walkways, parking areas, and driveways shall be designed, improved, and maintained to provide unobstructed access to these areas and structures by the residents, service providers, and public safety personnel and apparatus.
  - ii. Two points of ingress/egress shall be provided for the Project at all times. Temporary construction access must satisfy the requirements of the Payson Fire Department.
  - iii. Each dwelling unit shall contain at least an attached two-car garage. The garage area must be maintained as off-street parking space and shall not be used or converted in a manner that will eliminate the required parking. Lots containing 48 feet of frontage or more must maintain a side setback of 10 feet (min.) on the garage side to accommodate on-site storage of trailers, boats, campers, or other similar recreational vehicles. Improvement of corner lots must be completed in a manner that does not obstruct the clear view area as

defined by City ordinance. Garage and driveway access shall be located opposite the intersection and as far from the intersection as practicable.

**I. Residential Dwelling Design Elements.** The Project is situated in an area designated for residential housing in the North Payson Annexation Specific Plan and Annexation Agreement. The Parties acknowledge the Project will be improved to accommodate single-family dwellings. To further the land use goals of the City, design criteria has been established for the structures included in the Project. Illustrative representation of the allowable housing styles and appearances are attached hereto as “**Exhibit E**” and on file with Payson City.

i. Dwelling sizes:

- a. All dwellings will be two-story structures with no basements. The dwellings shall have at least 650 square feet on the main floor, and not less than a total of 1500 square feet of finished living area above the finished lot grade.
- b. Each dwelling shall contain at least an attached two-car garage that measures no less than 19 feet wide by 20 feet deep from the inside wall.
- c. The required square footage is exclusive of garage, porches, decks, and similar features.

ii. Exterior requirements:

- a. In order to create a well-planned housing community, dwellings will be designed to have attractive features on the front and corner side elevations. Dwellings on corner lots will incorporate at least two types of appealing architectural features such as: multiple roofline pitches and gables, dormers, window groupings (defined as two or more windows serving the same room), wall articulation including insets and pop-outs, and other aesthetic treatments such as porches, decks, chimneys, etc. on the street facing elevations. Side elevations that are visible from the public street shall continue the design theme incorporated on the front façade of the dwelling. The Project will contain dwellings with varying design and architecture. Dwellings with the same front façade will not be placed adjacent to one another or across the street from dwellings with the same or similar elevations.
- b. Each dwelling shall be constructed using hard surface materials including masonry products, stone, stucco and cementitious fiber board with the exception of roofing materials, eaves, doors, windows, and other similar architectural details. If any dwelling has stucco, the builder will be required to use a combination of stone, cementitious fiber board, and stucco on the exterior façade. If a building is completed with cementitious fiber board on all sides, stucco or stone is not required. The use of metal soffit or fascia is allowed. Processed wood, aluminum, and vinyl exteriors are not permitted.

**J. Project Landscaping and Amenities.** The Developer made various commitments to the Payson City Council to obtain legislative approval of the land use applications.

i. In addition to the landscaping requirements of the Payson City Code, project landscaping shall be completed as follows:

- a. Two-inch caliper deciduous trees are to be planted and maintained in the 6 foot landscape planter at a maximum spacing of 40’ on center;

- b. At least five (5) two-gallon shrubs shall be planted in the front of each unit;
- c. All landscape areas shall be improved and maintained by an underground automatic sprinkling system connected to the pressurized irrigation system;
- d. Improve and maintain the groomed landscaped areas as indicated on **Exhibit D**.
- e. The wetlands areas within the Project shall not require specific improvements, but shall remain in their natural vegetative state and without irrigation.

**Wetlands** are a critical part of our natural environment, and are regulated by the U.S. Army Corps of Engineers. A wetlands delineation report has been conducted in accordance with required guidelines set forth by the Corps.

Wetlands are important features in the landscape that provide numerous beneficial services for people and wildlife.

Some of these services, or functions, include protecting wildlife habitats, storing floodwaters, maintaining surface water flow during dry periods, and providing unique natural landscape, trails and recreation for the enjoyment of the community.

The following guidelines are to be complied with:

1. There shall be no motorized vehicles in the wetlands area, with the exception of service vehicles as needed.
  2. There shall be no dumping of grass, debris, trash or conducting any activity that would be harmful to the environment.
  3. Delineated wetlands are to be kept in their natural state.
- ii. Install and maintain the following project amenities:
    - a. Improved open space and playground area with playground equipment similar to **Exhibit D**.
    - b. Paved non-motorized trail for use by the general public. City will maintain the trail following Developer installation and City acceptance of improvements. The trail improvements will delineate between groom landscaping and unimproved natural/sensitive lands. Developer shall dedicate trail corridor to City prior to acceptance of improvements.

**K. Conveyance or Dedication of Required Easements.** Prior to the construction of a particular utility facility, Developer shall convey or dedicate, or cause to be conveyed and dedicated, to the applicable public entity or other applicable utility provider, at no cost, such required utility easements, on or across the Project, as are necessary to facilitate the extension of those required utility services to be constructed, to and throughout, the Project and as are shown on the Plans and Specifications.

**L. Assurance for Completion of Improvements.** Unless otherwise provided by Chapter 10-9a of Utah Code, Developer agrees to provide a performance guarantee for all

infrastructure improvements that will be dedicated to Payson City. The performance guarantee shall be equal to one-hundred-ten percent (110%) of the approved engineer's cost estimate and, in cash, or in the form of an irrevocable letter of credit. Developer will also submit, in cash, an amount consistent with the Payson City Fee Resolution that will be used to complete public works inspections and testing requirements. Partial releases of any such required security shall be made as work progresses based on the City ordinance.

**M. Recordation of Project Declaration.** Prior to the Developer's conveyance of any lot or unit in the Project, Developer shall cause to be recorded against the Project the Project Declaration. At a minimum the Project Declaration shall:

- i. Provide for the creation of a Homeowner's Association responsible to maintain the areas of common interest within the Project and with the requisite authority to assess the homeowner's maintenance fees and to enforce the requirements of the Project Declaration. At a minimum the Homeowner's Association shall be responsible to maintain the improvements of common interest within the Project.
- ii. Include information about the architectural details, exterior materials, unit size, and other development standards, and design guidelines deemed necessary and appropriate by the City and the Developer.
- iii. Provide regulations that address the installation, maintenance, and replacement of improvements held in common, including but not limited to project landscaping, wetlands, and fencing. The Declaration will also address restrictions and enforcement of recreational vehicle parking within and surrounding the Project.
- iv. The Project Declaration shall be signed and recorded in the office of the Utah County Recorder and restrict the Project so the Declaration shall run with the land regardless of ownership.

#### **IV. Vested Rights and Reserved Legislative Powers.**

- A. Zoning Vested Rights.** The City has zoned the Property as shown on the map adopted by the City specifying the zoning for the Property ("Zoning Map") and the zoning for the Property accommodates and allows all development contemplated by this Agreement including the development rights and uses described herein and depicted on the Master Plan as they relate to the Project. To the maximum extent permissible under the laws of Utah and the United States and at equity, the Parties intend that this Agreement grants the Developer all rights to develop the Project in fulfillment of this Agreement, the City's Vested Laws, the Zoning Map, and the Master Plan, except as specifically provided herein. The Parties specifically intend that this Agreement grants to the Developer Vested Rights as that term is construed in Utah's common law and pursuant to the Utah Code Ann. 10-9a-509. As of the date of this Agreement, the City confirms that the uses, configurations, densities and other development standards reflected in the Master Plan as they related to the

Project are approved under, and consistent with, the City's existing laws, Zoning Map and General Plan, under and consistent with the City's existing laws, Zoning Map and General Plan. The Developer shall have the vested right to develop and construct the Project subject to compliance with the terms and conditions of this Agreement and other applicable ordinances and regulations of the City.

- B. Reserved Legislative Powers.** Developer acknowledges that the City is restricted in its authority to limit its police power by contract and that the limitations, reservations and exceptions set forth herein are intended to reserve to the City all of its police power that cannot be so limited. Notwithstanding the retained power of the City to enact such legislation under the police powers, such legislation shall only be applied to modify the vested rights of Developer with respect to use under the zoning designations as referenced in Section IV (A), above, under the terms of this Agreement based upon the policies, facts and circumstances meeting the compelling, countervailing public interest exception to the vested rights doctrine in the State of Utah, which the City's land use authority finds, on the record, are necessary to prevent a physical harm to third parties, which harm did not exist at the time of execution of this Agreement, and which harm, if not addressed, would jeopardize a compelling, countervailing public interest pursuant to Utah Code Ann. 10-9a- 509(1)(a)(i) as proven by the City by clear and convincing evidence. Any such proposed change affecting the vested rights of the Project shall be of general application to all development activity in the City; and, unless in good faith the City declares an emergency, Developer shall be entitled to prior written notice and an opportunity to be heard with respect to the proposed change and its applicability to the Project under the compelling, countervailing public interest exception to the vested rights doctrine.
- C. Application under City's Future Laws.** Future Laws means the ordinances, policies, standards, and procedures which may be in effect as of a particular time in the future when a development application is submitted for a part of the Project and which may or may not be applicable to the development application depending upon the provisions of this Agreement. Without waiving any rights granted by this Agreement, Developer may at any time and in Developer's sole and absolute discretion, choose to submit a development application for the Project under the City's Future Laws, in effect at the time of the development application, so long as the Developer is not in current breach of this Agreement.

- V. Term.** This Agreement shall be effective as of the date of execution, and upon recordation, shall run with the land and shall continue in full force and effect until all obligations here under have been fully performed and all rights hereunder fully exercised; Provided, however, that unless the parties mutually agree to extend the term, this Agreement shall not extend further than a period of twenty (20) years from its date of recordation in the official records of the Utah County Recorder's Office.

**VI. General Provisions.**

- A. Notices.** All notices, filings, consents, approvals, and other communication provided for herein or given in connection herewith shall be validly given, filed, made, delivered



or served if in writing and delivered personally, by nationally recognized overnight courier, or sent by registered or certified U.S. Postal Service mail, return receipt requested, postage prepaid to:

If to City:                               The City of Payson  
439 W. Utah Ave.  
Payson, Utah 84651  
Attention: City Recorder

If to Developer:                       Arrowhead Partners, LLC  
Manager, Terry Harward  
704 N 1890 West  
Provo, Utah 84601

or to such other addresses as either party may from time to time designate in writing and deliver in like manner. Any such change of address shall be given at least ten (10) days before the date on which the change is to become effective.

- B. **Mailing Effective.** Notices given by mail shall be deemed delivered seventy-two (72) hours following deposit with the U.S. Postal Service in the manner set forth above. Notices that are hand delivered or delivered by nationally recognized overnight courier shall be deemed delivered upon receipt.
- C. **Waiver.** No delay in exercising any right or remedy shall constitute a waiver thereof and no waiver by the parties of the breach of any provision of this Agreement shall be construed as a waiver of any preceding or succeeding breach by the same of any other provision of this Agreement.
- D. **Meet and Confer regarding Development Application Denials.** The City and Developer shall meet within fifteen (15) business days of any recommendation for denial by the City staff to resolve the issues specified in the recommendation for denial of a development application.
- E. **Headings.** The descriptive headings of the paragraphs of this Agreement are inserted for convenience only, and shall not control or affect the meaning or construction of any provision of this Agreement.
- F. **Authority.** The parties to this Agreement represent to each other that they have full power and authority to enter into this Agreement and that all necessary actions have been taken to give full force in effect to this Agreement. Developer represents and warrants that each party is fully formed and validly existing under the laws of the State of Utah, and that each party is duly qualified to do business in the State of Utah and each is in good standing under applicable state laws. The Developer and the City warrant to each other that the individuals executing this Agreement on behalf of their respective parties are authorized and empowered to bind the parties on whose behalf each individual is signing.

- G. Entire Agreement.** This Agreement, including exhibits, constitutes the entire agreement between the parties.
- H. Amendment of this Agreement.** This Agreement may be amended in whole or in part with respect to all or any portion of the Property by the mutual written consent of the Parties to this Agreement or by their successors in interest or assigns. Any such amendment of this agreement shall be recorded in the official records of the Utah County Recorder's Office. The parties acknowledge that the Project is a component of a larger Planned Residential Development.
- I. Severability.** If any of the provisions of this Agreement are declared void or unenforceable, such provision shall be severed from this Agreement, which shall otherwise remain in full force and effect, provided that the fundamental purpose of this Agreement and the Developer's ability to complete the Project is not defeated by such severance.
- J. Governing Law.** The laws in the State of Utah shall govern the interpretation and enforcement of the Agreement. The parties shall agree that the venue for any action commenced in connection with this Agreement shall be proper only in a court of competent jurisdiction located in Utah County, Utah and the Parties hereby waive any right to object to such a venue.
- K. Remedies.** If any party to this Agreement breaches any provision of this Agreement, the non-defaulting party shall be entitled to all remedies available at both law and in equity.
- L. Attorney's Fee and Costs.** If any party brings legal action either because of a breach of the agreement or to enforce a provision of the agreement, the prevailing party shall be entitled to reasonable attorney's fee and court costs.
- M. Binding Effect.** The benefits and burdens of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors in interest and assigns.
- N. Assignment.** The rights of the Developer under this Agreement may be transferred or assigned ("Transfer"), in whole or in part to a third party ("Transferee") upon Developer providing the City written notice of Transferee acknowledging the existence of this Agreement and agreeing to be bound thereby. Developer shall give such notice to the City of any proposed or requested assignment prior to the effective date of such Transfer. The provisions of this paragraph shall not prohibit the granting of any security interests for financing the acquisition and development of the Project, subject to the Developer complying with applicable law and the requirements of this Agreement. The provisions of this paragraph shall also not prohibit Developer's sale of completed subdivision lots within the Project.
- O. Third Parties.** There are no third-party beneficiaries to this Agreement, and no person nor entity not a party hereto shall have any right or cause of action hereunder.
- P. No Agency Created.** Nothing contained in the Agreement shall create any partnership, joint venture, or agency relationship between the parties.

*[Signatures on following pages]*

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written:

CITY

ATTEST:

CITY OF PAYSON  
A Utah Municipal Corporation

By: Kim E. Holindrake  
Kim E. Holindrake  
Payson City Recorder

By: William R. Wright  
William R. Wright  
Payson City Mayor

APPROVED AS TO FORM:

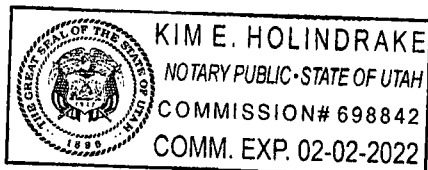
By: Jason Sant  
Jason Sant  
Payson City Attorney



STATE OF UTAH                    )  
                                                  : ss.  
County of UTAH                    )

On this 11<sup>th</sup> day of August, 2021, before the undersigned notary public in and for the said state, personally appeared WILLIAM R. WRIGHT, known or identified to me to be the Mayor of Payson, Utah and the person who executed the foregoing instrument on behalf of said City and acknowledged to me that said City executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.



Kim E. Holindrake  
Notary Public for Utah

**DEVELOPER**

ARROWHEAD PARTNERS, LLC  
a Utah limited liability company

By: *Terry C. Harward*

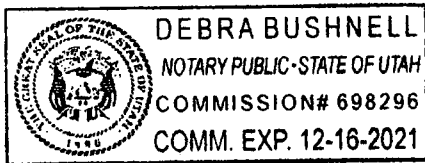
Printed Name: TERRY C. HARWARD

Title: MANAGER

STATE OF UTAH )  
 )  
 ) : ss.  
County of Utah )

On this 11 day of August, 2021, before the undersigned notary public in and for the said state, personally appeared Terry Harward, known or identified to me to be a Manager of ARROWHEAD PARTNERS LLC, a Utah limited liability company, and the person who executed the foregoing instrument on behalf of said Company and acknowledged to me that said Company executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.



*Debra Bushnell*  
Notary Public for Utah

## Exhibit A

### (Legal Descriptions)

#### PHASE 5, VILLAGES AT ARROWHEAD PARK

A portion of the Northwest Quarter of Section 3, the Northeast Quarter of Section 4, Township 9 South, Range 2 East, Salt Lake Base and Meridian and being more particularly described as follows:

Beginning at a point on the southerly line of Villages at Arrowhead Park, said point located  $S0^{\circ}28'54''E$  along the section line 1531.89 feet and West 96.53 feet from the Northwest Corner of Section 3, Township 9 South, Range 2 East, Salt Lake Base and Meridian; thence along said line the following eighteen (18) courses:  $S50^{\circ}36'55''E$  44.71 feet; thence  $S37^{\circ}08'30''E$  115.41 feet; thence  $S64^{\circ}05'18''E$  87.51 feet; thence  $S73^{\circ}55'35''E$  67.10 feet; thence southwesterly along the arc of a 45.00 foot radius non-tangent curve to the left (radius bears:  $S61^{\circ}00'25''E$ ) 6.45 feet through a central angle of  $8^{\circ}13'02''$  (chord:  $S24^{\circ}53'04''W$  6.45 feet); thence  $S20^{\circ}46'33''W$  30.73 feet; thence  $S49^{\circ}21'52''E$  244.95 feet; thence  $S27^{\circ}57'54''E$  78.97 feet; thence  $S19^{\circ}54'33''E$  93.97 feet; thence  $N57^{\circ}46'42''E$  37.87 feet; thence  $S25^{\circ}29'44''E$  51.77 feet; thence southwesterly along the arc of a 45.00 foot radius non-tangent curve to the left (radius bears:  $S17^{\circ}49'30''E$ ) 11.31 feet through a central angle of  $14^{\circ}23'48''$  (chord:  $S64^{\circ}58'36''W$  11.28 feet); thence  $S57^{\circ}46'42''W$  25.90 feet; thence  $S34^{\circ}34'21''E$  89.13 feet; thence  $S18^{\circ}01'00''E$  95.05 feet; thence  $S10^{\circ}09'56''E$  32.11 feet; thence  $S32^{\circ}17'28''W$  192.24 feet; thence  $S7^{\circ}15'53''W$  193.68 feet; thence  $S89^{\circ}48'18''W$  361.51 feet; thence North 96.22 feet; thence West 80.58 feet; thence along the arc of a 10.00 foot radius curve to the left 15.20 feet through a central angle of  $87^{\circ}04'48''$  (chord:  $S46^{\circ}27'36''W$  13.78 feet); thence  $S2^{\circ}55'12''W$  13.22 feet; thence  $N87^{\circ}04'48''W$  60.00 feet; thence  $N2^{\circ}55'12''E$  6.26 feet; thence along the arc of a 10.00 foot radius curve to the left 16.86 feet through a central angle of  $96^{\circ}37'11''$  (chord:  $N45^{\circ}23'24''W$  14.94 feet); thence  $S86^{\circ}18'00''W$  326.60 feet; thence  $N3^{\circ}42'00''W$  60.00 feet; thence  $N11^{\circ}47'00''E$  385.68 feet; thence  $N78^{\circ}13'00''W$  3.00 feet; thence  $N11^{\circ}47'00''E$  407.55 feet; thence  $N5^{\circ}46'12''E$  49.00 feet; thence  $N52^{\circ}35'59''E$  276.22 feet to the point of beginning.

Contains:  $\pm 16.98$  Acres

#### PHASE 6, VILLAGES AT ARROWHEAD PARK

A portion of the Northeast Quarter and the Southeast Quarter of Section 4 and the Northwest Quarter of Section 3, Township 9 South, Range 2 East, Salt Lake Base and Meridian and being more particularly described as follows:

Beginning at a point located  $S0^{\circ}28'54''E$  along the section line 910.11 feet from the Northeast Corner of Section 4, Township 9 South, Range 2 East, Salt Lake Base and Meridian; thence  $S46^{\circ}57'25''E$  124.91 feet; thence West 209.03 feet; thence South 22.70 feet; thence  $S19^{\circ}53'45''E$  48.73 feet; thence  $N70^{\circ}15'50''E$  23.10 feet; thence  $S14^{\circ}23'55''E$  248.47 feet; thence South 38.75 feet; thence West 10.09 feet; thence  $S33^{\circ}10'18''W$  116.23 feet; thence South 99.08 feet; thence  $S52^{\circ}35'59''W$  276.22 feet; thence  $S5^{\circ}46'12''W$  49.00 feet; thence  $S11^{\circ}47'00''W$  407.55 feet; thence  $S78^{\circ}13'00''E$  3.00 feet; thence  $S11^{\circ}47'00''W$  385.68 feet; thence  $S3^{\circ}42'00''E$  60.00 feet; thence  $S86^{\circ}18'00''W$  111.71 feet; thence along the arc of curve to the right 58.08 feet with a radius of 216.00 feet through a central angle of  $15^{\circ}24'23''$ , chord:  $N85^{\circ}59'48''W$  57.91 feet; thence  $N78^{\circ}17'36''W$  101.99 feet; thence  $N11^{\circ}47'00''E$  1962.75 feet; thence  $N89^{\circ}49'34''E$  143.88 feet; thence  $S18^{\circ}59'45''W$  61.85 feet; thence  $S46^{\circ}19'57''E$  297.76 feet to the point of beginning.

Contains:  $\pm 13.80$  Acres

**Exhibit B  
(Adopting Resolution)**

**RESOLUTION NO. 07-21-2021-C**

**RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A DEVELOPMENT AGREEMENT ON BEHALF OF PAYSON CITY BETWEEN PAYSON CITY, A MUNICIPAL CORPORATION, "CITY", AND ARROWHEAD PARTNERS, LLC, A UTAH LIMITED LIABILITY COMPANY, "DEVELOPER", FOR THE DEVELOPMENT OF THE VILLAGES AT ARROWHEAD PARK SUBDIVISION, PLATS E AND F, "PROJECT"**

**WHEREAS.** City, acting pursuant to its authority under Utah Code Annotated 10-9a-102 (2) et seq., as amended and in furtherance of its land use policies, goals, objectives, ordinances, resolutions, and regulations, has made certain determinations with respect to the Project and, in exercise of its legislative discretion, has elected to enter into the Development Agreement; and

**WHEREAS,** Developer and City acknowledge that the Project is within the North Payson Annexation and subject to the terms and conditions of the Annexation Agreement, and subsequent amendments; and

**WHEREAS.** Developer requested city council action resulting in approval of a single-family residential subdivision to be known as the Villages at Arrowhead Park, Plats E and F, whereby the approvals are implemented through the Development Agreement; and

**WHEREAS.** City desires to allow Developer to make improvements and develop the Project in accordance with the Final Plat and the Plans and Specifications and Terms and Conditions of the Development Agreement for the Villages at Arrowhead Park Subdivision, Plats E and F.

**NOW THEREFORE, BE IT RESOLVED BY THE PAYSON CITY COUNCIL,** that Mayor William R. Wright is authorized and directed to execute the attached Development Agreement for the Villages at Arrowhead Park, Plats E and F, in Payson City.

This Resolution shall take effect immediately upon its passage by the Payson City Council adopted in a public meeting.

Passed and adopted by the Payson City Council, Utah, and effective this 21st day of July, 2021.

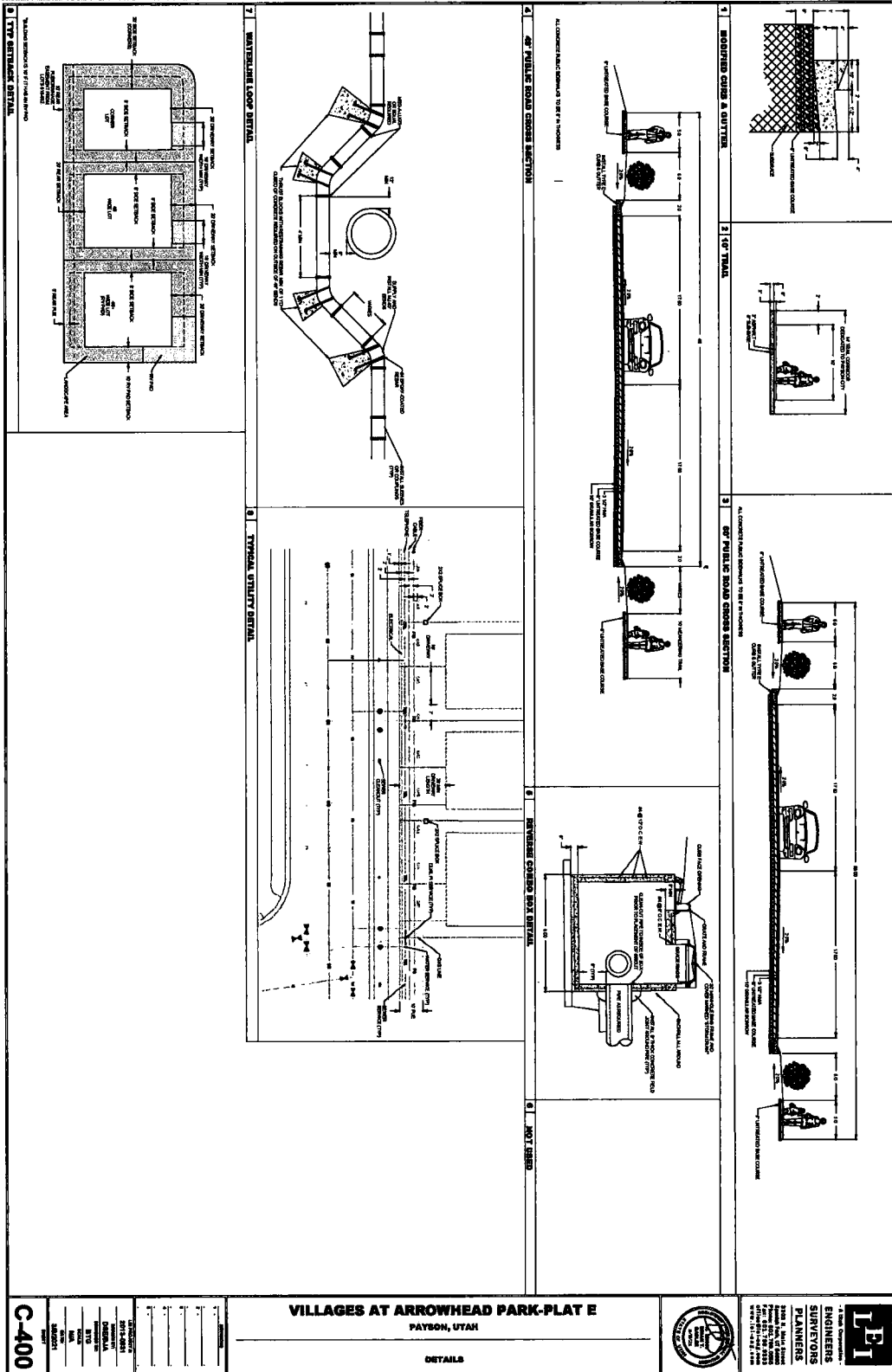
Attest:

  
William R. Wright, Mayor

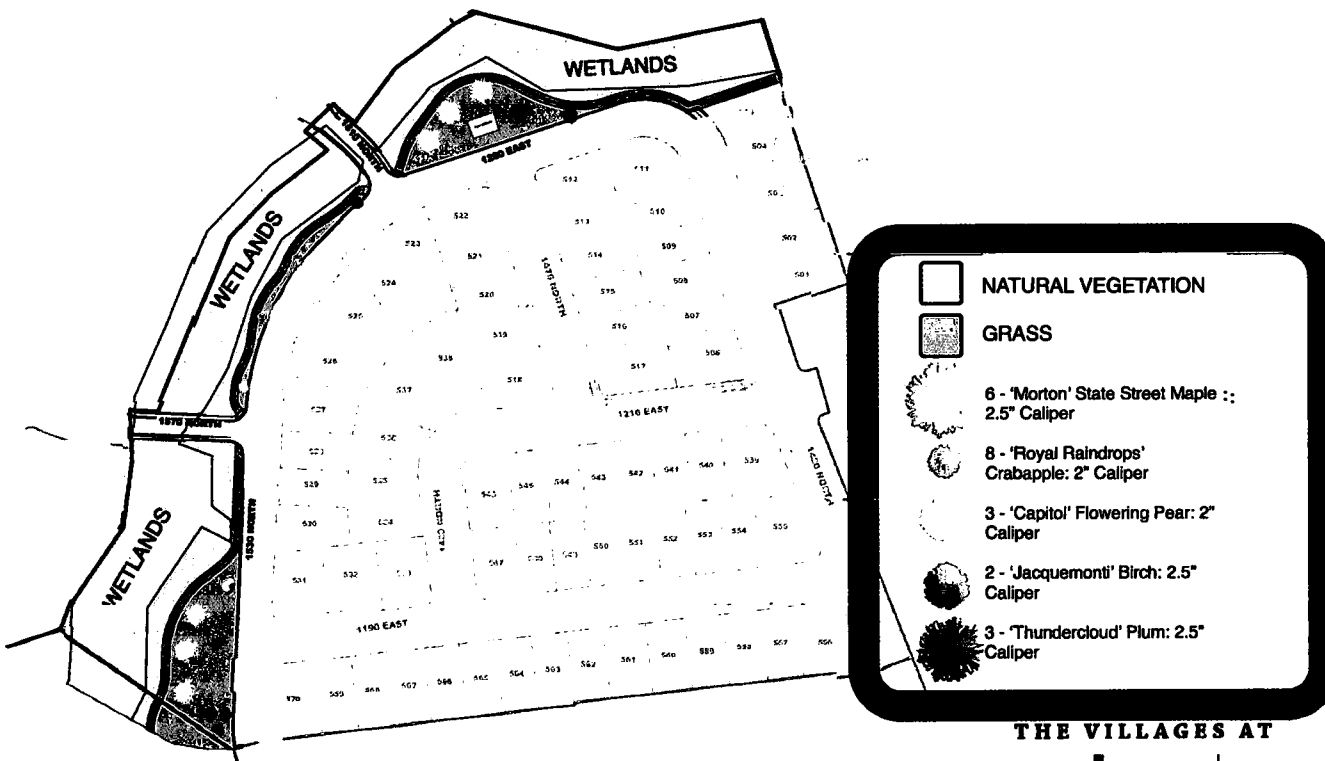
  
Kim E. Holindrake, City Recorder



# Exhibit C (Approved Road Detail)



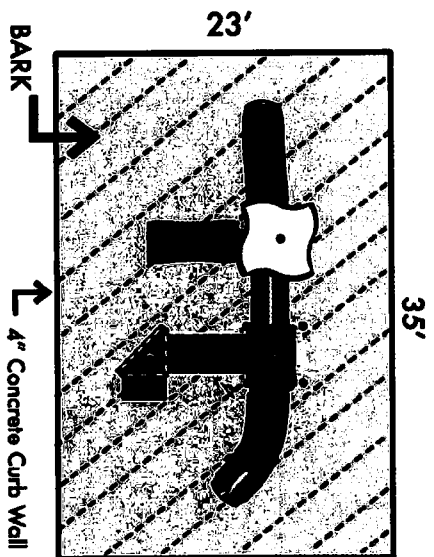
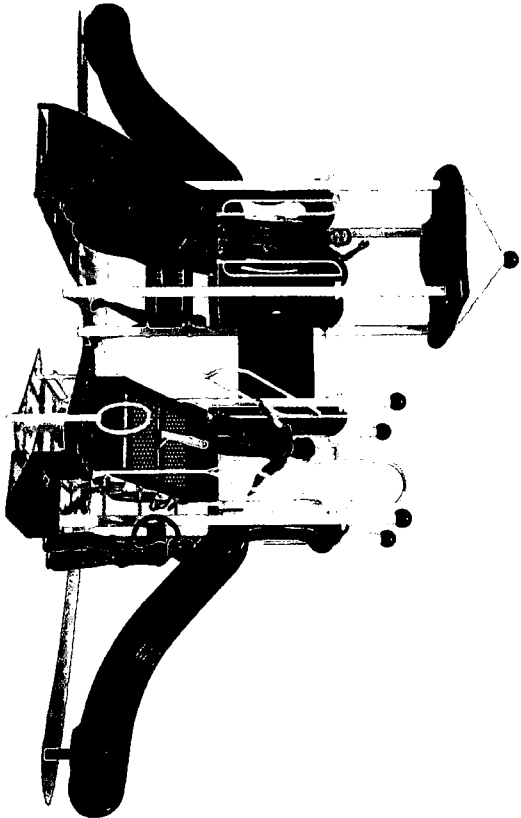
**Exhibit D**  
**(Project Landscaping Plan and Project Amenities)**



**THE VILLAGES AT**  
**arrowhead park**







**Play Date** 689-114946

**Use Ages:** 2-12

**Use Zone:** 35' x 23' **Child Capacity:** 30

**Fall Height:** 4'0" **Activities:** 8

ADA	Elevated	Accessible by Transfer	Ground	Type
6	6	2	2	

THE VILLAGES AT  
**arrowhead park**



# Exhibit E

(Residential Dwelling Design Elements)

1 of 6

Richmond American Homes

Renderings



Liesel

Leah



Layla

Laurel

# Exhibit E

2 of 6

Fieldstone Homes

**1 Front Elevation**  
1/8" = 1'-0" ON 11" X 17" PAPER  
1/4" = 1'-0" ON 30" X 36" PAPER

**2 Rear Elevation**  
1/8" = 1'-0" ON 11" X 17" PAPER  
1/4" = 1'-0" ON 30" X 36" PAPER

**3 Craftsman Column Detail**  
1/4" = 1'-0" ON 11" X 17" PAPER  
1/8" = 1'-0" ON 30" X 36" PAPER

Type	Height	Comments	Count
2020 F2	6'-0"		3
2020 F2	6'-0"		1
2020 F2	7'-0"	TEMPERED	2
2020 S2	6'-0"		1
2020 S2	6'-0"	TEMPERED	1
2020 F2	6'-0"		1
2020 F2	6'-0"		1
2020 S2	6'-0"		1

**Fieldstone Homes**  
12898 S. Perry Express Road Suite 4400 Denver, UT 84002  
Phone: (801)223-5800 Fax: (801)223-5800

ARROWHEAD ASHWOOD CRAFTSMAN  
LOT #  
Enter address here

02102021  
ASHWOOD CRAFTSMAN  
ARROWHEAD PLYSIB  
FRONT/REAR ELEVATIONS

A2.1

**1 Front Elevation**  
1/8" = 1'-0" ON 11" X 17" PAPER  
1/4" = 1'-0" ON 30" X 36" PAPER

**2 Rear Elevation**  
1/8" = 1'-0" ON 11" X 17" PAPER  
1/4" = 1'-0" ON 30" X 36" PAPER

Type	Height	Comments	Count
2020 F2	6'-0"		3
2020 F2	6'-0"		1
2020 F2	7'-0"	TEMPERED	2
2020 S2	6'-0"		1
2020 S2	6'-0"	TEMPERED	1
2020 F2	6'-0"		1
2020 F2	6'-0"		1
2020 S2	6'-0"		1

**Fieldstone Homes**  
12898 S. Perry Express Road Suite 4400 Denver, UT 84002  
Phone: (801)223-5800 Fax: (801)223-5800

ARROWHEAD ASHWOOD CRAFTSMAN  
LOT #  
Enter address here

02102021  
ASHWOOD CRAFTSMAN  
ARROWHEAD PLYSIB  
FRONT/REAR ELEVATIONS

A2.1

# Exhibit E

3 of 6

Fieldstone Homes

**1 Front Elevation**  
 $1/8" = 1'-0"$  ON 11" X 17" PAPER  
 $1/4" = 1'-0"$  ON 24" X 36" PAPER

WINDOW SCHEDULE			
Type	Grid Range	Comments	Count
1803 FL	F'-F'		1
2003 FL	F'-F'		3
2003 SL	F'-F'		3
2003 BL	F'-F'		3
2003 BR	F'-F'		3
2003 SL	F'-F'		3

**2 Rear Elevation**  
 $1/8" = 1'-0"$  ON 11" X 17" PAPER  
 $1/4" = 1'-0"$  ON 24" X 36" PAPER

**3 Craftsman Column Detail**  
 $1/4" = 1'-0"$  ON 11" X 17" PAPER  
 $1/8" = 1'-0"$  ON 24" X 36" PAPER

**Fieldstone Homes**  
 12808 S. Pony Express Road Suite 400 Draper, UT 84020  
 Phone (801)223-6200 Fax (801)223-6800

ARROWHEAD - BROOKSIDE CRAFTSMAN  
 LOT #  
 Enter address here

8910221  
 ARROWHEAD  
 BROOKSIDE CRAFTSMAN  
 FRONT/REAR ELEVATIONS

A2.1

**1 Front Elevation**  
 $1/8" = 1'-0"$  ON 11" X 17" PAPER  
 $1/4" = 1'-0"$  ON 24" X 36" PAPER

WINDOW SCHEDULE			
Type	Grid Range	Comments	Count
1803 FL	F'-F'		1
2003 FL	F'-F'		3
2003 SL	F'-F'		3
2003 BL	F'-F'		3
2003 BR	F'-F'		3
2003 SL	F'-F'		3

**2 Rear Elevation**  
 $1/8" = 1'-0"$  ON 11" X 17" PAPER  
 $1/4" = 1'-0"$  ON 24" X 36" PAPER

**3 Craftsman Column Detail**  
 $1/4" = 1'-0"$  ON 11" X 17" PAPER  
 $1/8" = 1'-0"$  ON 24" X 36" PAPER

**Fieldstone Homes**  
 12808 S. Pony Express Road Suite 400 Draper, UT 84020  
 Phone (801)223-6200 Fax (801)223-6800

ARROWHEAD - BROOKSIDE FARMHOUSE  
 LOT #  
 Enter address here

8910221  
 ARROWHEAD  
 BROOKSIDE FARMHOUSE  
 FRONT/REAR ELEVATIONS

A2.1

# Exhibit E

4 of 6

Fieldstone Homes

**1 Front Elevation**  
1/8" = 1'-0" ON 11" X 17" PAPER  
1/4" = 1'-0" ON 24" X 36" PAPER

**2 Rear Elevation**  
1/8" = 1'-0" ON 11" X 17" PAPER  
1/4" = 1'-0" ON 24" X 36" PAPER

**3 Porch Post Detail**  
3/8" = 1'-0" ON 11" X 17" PAPER  
1" = 1'-0" ON 24" X 36" PAPER

WINDOW SCHEDULE			
Type	Head Height	Comments	Count
1000 FX	6'-0"	Tempered	1
2020 FX	6'-0"		2
2020 FX	6'-0"		2
2020 BM	6'-0"		1
2020 BM	6'-0"		1
2020 BM	6'-0"		1
2020 BM	6'-0"		1
4000 SL	6'-0"		11
4000 SL	6'-0"		1
800 FX	6'-0"		1

FIELDSTONE HOMES  
12000 N. 47th Avenue, Suite 400, Greenwood, UT 84604  
Phone: 801.224.2400 Fax: 801.224.2401

ARROWHEAD - MEADOWVIEW CRAFTSMAN  
LOT #  
Enter address here

0100220  
ARROWHEAD-PYTHON  
MEADOWVIEW CRAFTSMAN  
FRONT/REAR ELEVATIONS  
A2.1

**1 Front Elevation**  
1/8" = 1'-0" ON 11" X 17" PAPER  
1/4" = 1'-0" ON 24" X 36" PAPER

**2 Rear Elevation**  
1/8" = 1'-0" ON 11" X 17" PAPER  
1/4" = 1'-0" ON 24" X 36" PAPER

**3 Porch Post Detail**  
3/8" = 1'-0" ON 11" X 17" PAPER  
1" = 1'-0" ON 24" X 36" PAPER

WINDOW SCHEDULE			
Type	Head Height	Comments	Count
1000 FX	6'-0"	Tempered	1
2020 FX	6'-0"		2
2020 FX	6'-0"		2
2020 BM	6'-0"		1
2020 BM	6'-0"		1
2020 BM	6'-0"		1
2020 BM	6'-0"		1
4000 SL	6'-0"		11
4000 SL	6'-0"		1
800 FX	6'-0"		1

FIELDSTONE HOMES  
12000 N. 47th Avenue, Suite 400, Greenwood, UT 84604  
Phone: 801.224.2400 Fax: 801.224.2401

ARROWHEAD - MEADOWVIEW FARMHOUSE  
LOT #  
Enter address here

0100220  
ARROWHEAD-PYTHON  
MEADOWVIEW CRAFTSMAN  
FRONT/REAR ELEVATIONS  
A2.1

# Exhibit E

5 of 6

Fieldstone Homes

**1 Front Elevation**  
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1/4" = 1'-0" ON 24" X 36" PAPER

**3 Porch Post Detail**  
1/4" = 1'-0" ON 11" X 17" PAPER  
1" = 1'-0" ON 24" X 36" PAPER

WINDOW SCHEDULE			
Type	Head Height	Comments	Count
1000 F1	6'-0"		3
2000 F1	6'-0"		3
3000 F1	7'-0"		2
4000 F1	6'-0"		2
5000 SH	6'-0"		3
6000 F1	6'-0"		2
8000 SH	6'-0"		2
9000 SH	6'-0"		10
9000 SL	6'-0"		1

**2 Rear Elevation**  
1/8" = 1'-0" ON 11" X 17" PAPER  
1/4" = 1'-0" ON 24" X 36" PAPER

ARROWHEAD PAYTON - STONEBRIDGE CRAFTSMAN

LOT # \_\_\_\_\_  
Enter address here

OWNER: \_\_\_\_\_  
ARROWHEAD PAYTON  
STONEBRIDGE CRAFTSMAN  
FRONT/REAR ELEVATIONS  
A2.1

**Fieldstone Homes**

12000 E. Poplar Avenue, Suite 400, Denver, CO 80231  
Phone: 303.733.1300 Fax: 303.733.0888

**1 Front Elevation**  
1/8" = 1'-0" ON 11" X 17" PAPER  
1/4" = 1'-0" ON 24" X 36" PAPER

**3 Porch Post Detail**  
1/4" = 1'-0" ON 11" X 17" PAPER  
1" = 1'-0" ON 24" X 36" PAPER

WINDOW SCHEDULE			
Type	Head Height	Comments	Count
1000 F1	6'-0"		3
2000 F1	6'-0"		3
3000 F1	7'-0"		2
4000 SH	6'-0"		2
5000 SH	6'-0"		3
6000 F1	6'-0"		2
8000 SH	6'-0"		2
9000 SH	6'-0"		10
9000 SL	6'-0"		1

**2 Rear Elevation**  
1/8" = 1'-0" ON 11" X 17" PAPER  
1/4" = 1'-0" ON 24" X 36" PAPER

ARROWHEAD PAYTON - STONEBRIDGE FARMHOUSE

LOT # \_\_\_\_\_  
Enter address here

OWNER: \_\_\_\_\_  
ARROWHEAD PAYTON  
STONEBRIDGE CRAFTSMAN  
FRONT/REAR ELEVATIONS  
A2.1

**Fieldstone Homes**

12000 E. Poplar Avenue, Suite 400, Denver, CO 80231  
Phone: 303.733.1300 Fax: 303.733.0888

# Exhibit E

6 of 6

Fieldstone Homes

**WINDOW SCHEDULE**

Type	Height	Comments	Count
2007 FL	8'-0"		2
2007 FL	8'-0"		2
2007 FL	7'-0"		2
2007 FL	8'-0"		2
2007 FL	8'-0"		2
2007 FL	8'-0"		1
2007 FL	8'-0"		1

**1 Front Elevation**  
1/8" = 1'-0" ON 11" X 17" PAPER  
1/8" = 1'-0" ON 24" X 36" PAPER

**2 Rear Elevation**  
1/8" = 1'-0" ON 11" X 17" PAPER  
1/8" = 1'-0" ON 24" X 36" PAPER

**3 Porch Post Detail**  
3/8" = 1'-0" ON 11" X 17" PAPER  
3/8" = 1'-0" ON 24" X 36" PAPER

Fieldstone Homes  
ARROWHEAD-MAGNOLIA CRAFTSMAN  
LOT #  
Enter address here  
12068 S. Pony Express Road, Suite 4400 Provo, UT 84602  
Phone: (801) 233-8300 Fax: (801) 233-8900

**WINDOW SCHEDULE**

Type	Height	Comments	Count
2007 FL	8'-0"		2
2007 FL	8'-0"		2
2007 FL	7'-0"		2
2007 FL	8'-0"		2
2007 FL	8'-0"		2
2007 FL	8'-0"		1
2007 FL	8'-0"		1

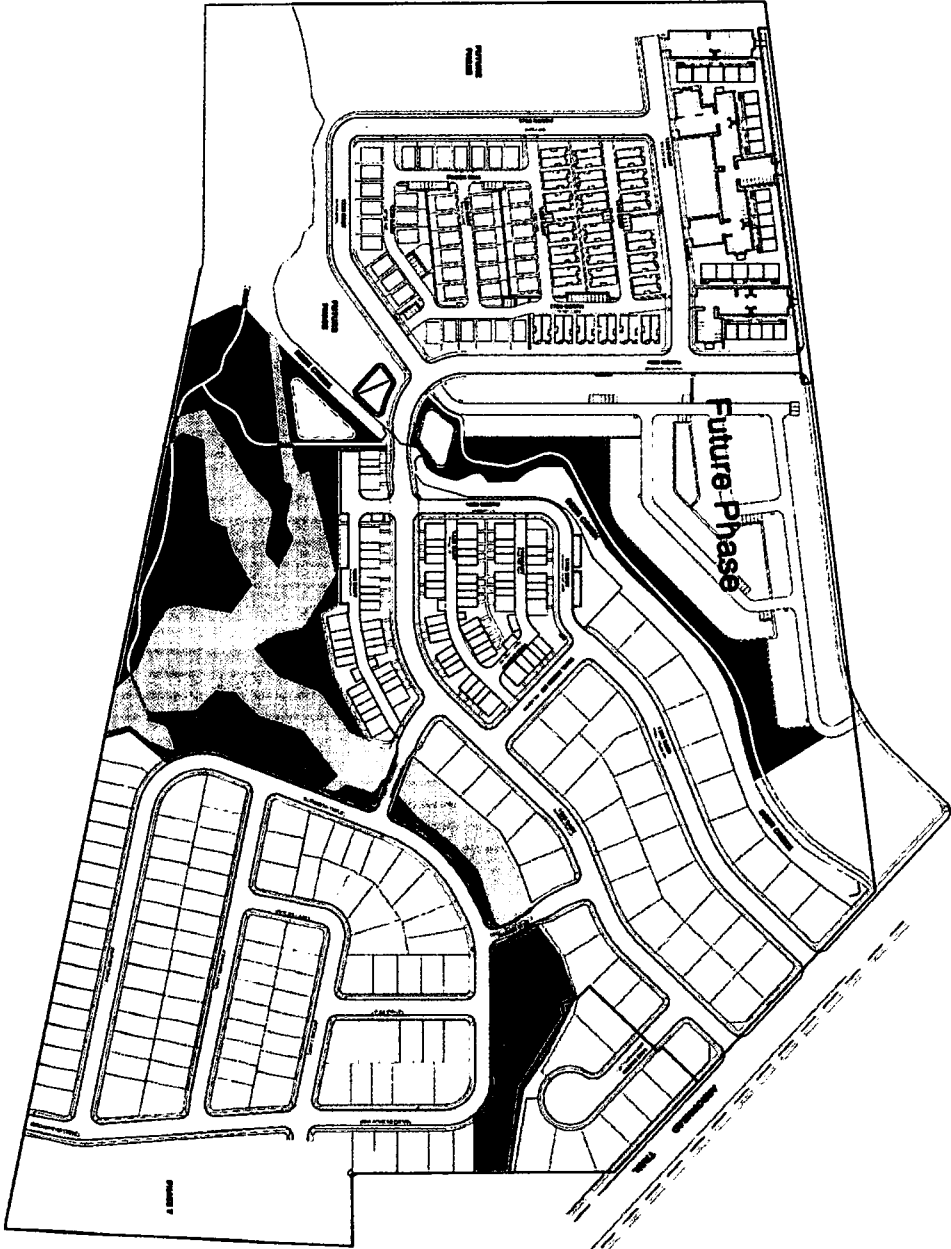
**1 Front Elevation**  
1/8" = 1'-0" ON 11" X 17" PAPER  
1/8" = 1'-0" ON 24" X 36" PAPER

**2 Rear Elevation**  
1/8" = 1'-0" ON 11" X 17" PAPER  
1/8" = 1'-0" ON 24" X 36" PAPER

**3 Porch Post Detail**  
3/8" = 1'-0" ON 11" X 17" PAPER  
3/8" = 1'-0" ON 24" X 36" PAPER

Fieldstone Homes  
ARROWHEAD-MAGNOLIA FARMHOUSE  
LOT #  
Enter address here  
12068 S. Pony Express Road, Suite 4400 Provo, UT 84602  
Phone: (801) 233-8300 Fax: (801) 233-8900

**Exhibit F**  
**(Master Plan Concept)**



THE VILLAGES AT  
**arrowhead park**





**Exhibit G  
(City Letter)**



January 13, 2020

Arrowhead Partners, LLC  
Att: Terry Harward  
704 North 1890 West, #41A  
Provo, Utah 84601

Re: North Payson Annexation Specific Plan and Annexation Agreement

Dear Mr. Harward:

I have received your request for Payson City to draft a letter addressing a potential issue between the North Payson Annexation Specific Plan and Annexation Agreement (Annexation Agreement) and the Amended Development Agreement between Arrowhead Partners, LLC and Payson City (Development Agreement).

The Annexation Agreement prohibits the construction of more than 200 residential units in any calendar year within the North Payson Annexation. The Development Agreement allows up to 400 residential units to be built on the single source system before the pressurized irrigation system needs to be installed. The 400 units were determined by water modeling conducted by Hansen, Allen & Luce.

The 400 units are not restricted by any calendar year. Due to the water modeling conducted by Payson City's consultant, Payson City agrees that 400 units may be built in the North Payson Annexation area without the restriction of the 200 units per calendar year.

Regards,

  
David C. Tuckett  
Payson City Manager

cc: Development Services  
Mayor & Council