

MAIL TO: PAYSON CITY  
439 W. UTAH AVE  
PAYSON, UT 84651

ENT 54586; 2006 PG 1 of 13  
RANDALL A. COVINGTON  
UTAH COUNTY RECORDER  
2006 May 03 4:23 pm FEE 36.00 BY SW  
RECORDED FOR PAYSON CITY CORPORATION

**DEVELOPMENT AGREEMENT FOR THE PETEETNEET CREEK SUBDIVISION  
LOCATED IN THE CITY OF PAYSON, UTAH COUNTY, STATE OF UTAH**

THE FOLLOWING DEVELOPMENT AGREEMENT ENTERED INTO THIS 12<sup>th</sup> DAY OF APRIL, 2006, BETWEEN RANDALL W. EAVES AS THE OWNER AND DEVELOPER OF CERTAIN REAL PROPERTY LOCATED IN PAYSON CITY, ON WHICH WILL BE THE DEVELOPMENT OF A PROJECT KNOWN AS THE PETEETNEET CREEK SUBDIVISION, HEREINAFTER REFERRED TO AS "APPLICANT", AND THE PAYSON CITY CORPORATION, A MUNICIPALITY AND POLITICAL SUBDIVISION OF THE STATE OF UTAH, HEREINAFTER REFERRED TO AS "CITY".

**RECITALS**

- A. This Development Agreement has been completed to address issues including but not necessarily limited to:
1. Definitions of this Development Agreement.
  2. Acceptance clause.
  3. No transfer of development obligations.
  4. Project density and lot arrangement.
  5. Infrastructure, circulation and access to and from the development.
  6. Soil analysis, floodway and stabilization.
  7. Conditions of approval.
  8. Use of Payson City property.
  9. Assurance for completion of improvements and duration of the performance guarantee.
  10. Legal considerations.
- B. City, acting pursuant to its authority under §10-9a-102(2) Utah Code Annotated 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 the exercise of its legislative discretion, has elected to approve this Development Agreement.
- C. This Development Agreement includes two (2) attachments:
- |              |   |
|--------------|---|
| Attachment A | Preliminary Plan and Final Plat of the Peteetneet Creek Subdivision |
| Attachment B | Legal description of the development                                |

Now, therefore, in consideration of the mutual covenants, conditions and considerations more fully set forth below, Applicant and City hereby agree as follows:

**Section 1 Definitions**

Applicant Acceptance by Initial 

1. Applicant shall mean Randall W. Eaves, the owner and developer of the Peteetneet Creek Subdivision.
2. City shall mean Payson City Municipal Corporation.
3. Development or project shall mean the Peteetneet Creek Subdivision, as indicated in Attachment A, Preliminary Plan and Final Plat.

**Section 2 Acceptance Clause**

Applicant Acceptance by Initial 

Applicant understands and agrees to complete the development consistent with the Preliminary Plan and Final Plat approval granted by the Payson City Council including conditions, the development ordinances of Payson City, and any requirements included in this Development Agreement. Applicant further

**PETEETNEET CREEK SUBDIVISION DEVELOPMENT AGREEMENT**

April 12, 2006

understands that any modification from the approved Preliminary Plan or Final Plat shall be approved in writing by both Applicant and City.

**Section 3 No Transfer of Obligation**

Applicant Acceptance by Initial



This Development Agreement is between and binding to Applicant and City and shall not be assigned to any other party without the written consent of both Applicant and City. Applicant agrees and understands that Applicant is responsible for all development improvements. Applicant agrees and understands that there shall be no transfer of obligation to any other party for the improvements required in this Agreement, unless approved in writing by City and Applicant. Failure to meet the obligations herein shall be the responsibility of Applicant. City, in taking procedural steps to ensure completion of the development, shall only be required to work with Applicant, not any subcontractor, who agrees to satisfy the obligations of this Agreement by whatever means necessary. Transfer of ownership shall not release Applicant from the obligation to complete the requirements of this Agreement.

**Section 4 Project Density and Lot Arrangement**


Applicant Acceptance by Initial



Applicant shall be entitled to project density and lot arrangement consistent with the approval granted by the Payson City Council in accordance with the development ordinances of City adopted and in effect at the time of the signing of this Agreement, together with the Preliminary Plan and Final Plat approval for the project. Each dwelling unit in the development shall be a single family dwelling and on a separate lot.

**Section 5 Infrastructure, Circulation and Access Issues**

Applicant Acceptance by Initial



All infrastructure and roadway improvements in the development shall be completed, inspected and approved prior to the issuance of any building permit in the development. All infrastructure and roadway improvements in the development shall be constructed in accordance with the Design Guidelines and Standard Specifications of City.

Applicant agrees to construct a trail consistent with the trail standards of Payson City along 100 East. Applicant agrees to provide the cost of a five (5) foot sidewalk along 100 East and City agrees to reimburse Applicant for the cost associated with expanding the facility to a ten (10) foot trail. City agrees to maintain the surface of the trail. Applicant agrees to maintain the landscaping between the curb and gutter and the private property consistent with the maintenance regulations throughout Payson City in accordance with Chapter 19.24, City Beautification of the Payson City Zoning Ordinance.

**Section 6 Soil Analysis, Floodway and Stabilization**

Applicant Acceptance by Initial



Applicant agrees to follow all recommendations and suggestions of the geotechnical report prepared for the Peteetneet Creek Subdivision and the regulations of the Federal Emergency Management Agency unless a stricter or more intensive regulation is required by the development ordinances of Payson City. The lowest point of elevation for any dwelling, including the basement level, must be at least one (1) foot above the base flood elevation unless Applicant provides documentation from the Federal Emergency Management Agency authorizing modification of this requirement.

Lot to lot drainage and slope stabilization methods must be submitted by Applicant and approved by the Payson City Building Inspector when more than a two (2) foot elevation difference is present on any building lot or between a lot in the development and any adjacent property. A building permit will not be issued for any structure that the Building Inspector finds will not properly drain without trespass onto adjacent properties or the lot to lot drainage and slope stabilization methods are not implemented by the lot owner.

**Section 7 Conditions of Approval**

Applicant Acceptance by Initial



On March 15, 2006 the Payson City Council granted Preliminary Plan approval of the Peteetneet Creek Subdivision contingent upon the satisfaction of certain conditions and on April 12, 2006 the Payson City Council granted Final Plat approval contingent upon the satisfaction of certain conditions. Applicant hereby agrees to satisfy all conditions imposed by the Payson City Council in conjunction with Preliminary Plan and Final Plat approval. Conditions that have not been, but must be satisfied by Applicant include:

1. Any structure constructed on lot 1 will include proper drainage facilities (drains, sumps, etc.) to capture and divert any water that may seep from the irrigation facility.
2. The stabilization methods indicated by Applicant in the letter dated August 30, 2005 will need to be employed prior to issuance of a Certificate of Occupancy for any structure on lot 1.
3. Applicant agrees to submit payment for any testing and inspection fees for the fire hydrants intended to provide service to the subdivision.
4. Applicant agrees to upgrade the utility laterals that serve the existing dwelling in that manner that satisfies the current standards of Payson City. If the existing home is served by a septic tank, the septic system will need to be appropriately eliminated. Any costs associated with the upgrades of the utility laterals are the responsibility of Applicant.
5. Applicant agrees to install the power facilities indicated on the electrical plan prepared by the Payson City Power Department. Applicant is responsible for payment of all costs associated with labor and materials provided by the Power Department.
6. Applicant agrees to satisfy all regulations the private utility providers and the Postal Service.
7. Applicant agrees to create construction drawings in accordance with Section 20.28.3 of the Subdivision Ordinance for the subdivision that includes the following:
  - a. A revised road cross section will be submitted that indicates the modified sidewalk location, the location of all public and private utilities, depth of road base and asphalt, and width of the roadway. The pavement design will be consistent with the geotechnical report for the subdivision.
  - b. Profiles that indicate the location, size and depth of the new water and sewer lines that will be installed in 400 South and each utility lateral. The profiles will indicate the bedding materials, types of piping, valves and other construction details.
  - c. All service connections, meters, utility pedestals and other appurtenances.
  - d. A sewer manhole will be indicated and installed at the terminus of the new wastewater line in 400 South.
  - e. A trail profile consistent with the Payson City trail standards.
8. The following modifications will need to be made to the Final Plat prior to recordation of the Mylar:
  - a. The addresses have been indicated on the Preliminary Plan and are under review by the City Engineer for consistency with the addressing system of Payson City.
  - b. The number of culinary and irrigation water shares transferred into the name of Payson City to serve the development will need to be indicated on the plat.
9. Applicant agrees to completely landscape all front yard areas prior to the issuance of a Certificate of Occupancy for any new dwelling unit in the subdivision.
10. Applicant agrees to remove all debris and waste from the site. No debris or waste will be used as fill material. The fill that has been deposited on the southeast corner of lot 1 will be removed or stabilized in conjunction with the geotechnical report for the subdivision.
11. Applicant agrees that existing or anticipated animal rights will satisfy Title 6 of the Payson City Code.
12. Applicant agrees to organize a pre-construction meeting with the City Engineer prior to the commencement of any project construction.
13. Applicant will complete all changes to the Preliminary Plan and Final Plat to be consistent with the regulations of Chapter 20.28 and Chapter 20.29 of the Subdivision Ordinance and the conditions of development approval.
14. Applicant agrees to complete the transfer of adequate water to Payson City to serve the subdivision.
15. Applicant is responsible for payment of all connection and impact fees associated with the subdivision.

**PETEETNEET CREEK SUBDIVISION DEVELOPMENT AGREEMENT**

April 12, 2006

**Section 8 Use of Payson City Property**Applicant Acceptance by Initial 

There is a parcel of property owned by Payson City located immediately east of the subdivision that is used for the conveyance of irrigation water through the community. The Payson City Council authorized limited use of the property by Applicant under certain circumstances. At present the property is in a natural state, however there are mature trees and other vegetation that serve to stabilize the slopes created by the irrigation facility. Applicant may use and incorporate the property owned by Payson City into the landscaping of lot 1 provided:

1. Applicant agrees and understands that the property owned by Payson City is used for the purpose of conveying irrigation water to downstream users. City reserves the right to enter upon the property, with or without notice, to perform routine maintenance of the irrigation facility, and to convey irrigation water across the property.
2. Applicant agrees and understands that City is not responsible for damage to landscaping, sprinkling systems or any other object placed on the Payson City property due to routine maintenance of the irrigation facility.
3. Applicant agrees that no permanent structures, fencing, utility lines, or similar items will be placed on the Payson City property. Applicant further agrees to inform City of any modification of the property prior to taking any action to modify the property. City reserves the right to deny any modification of the Payson City owned property if it is determined that the alteration is not in the best interest of City or the residents of Payson City.
4. Removal of any vegetation, grading of the property or any other action of Applicant that could lead to erosion or create an unstable slope will not be permitted.
5. Actions of Applicant shall not modify the alignment of the facility or inhibit the flow of the water in any way.
6. Applicant shall not place yard waste, garbage or debris of any kind on the property or in the irrigation facility.
7. City reserves the right to terminate the use of the property, as allowed herein, owned by City upon a thirty (30) day written notice to Applicant or successor. Upon termination, City is not responsible for any reimbursement of costs associated with the improvements completed by Applicant.

**Section 9 Assurance for Completion of Improvements and Duration of the Performance Guarantee**Applicant Acceptance by Initial 

Applicant agrees to provide a performance guarantee for all project improvements within the public right-of-way. The performance guarantee shall be equal to one hundred twenty (120) percent of the approved engineer's cost estimate and in cash or in the form of an irrevocable line of credit. Applicant will also submit, in cash, an amount equal to six (6) percent of the approved engineer's cost estimate that will be used to complete public works inspections. City agrees to reimburse Applicant any portion of the inspection fee not used to complete inspections.

The duration of the financial assurance shall be equal to two (2) years. If installation of the improvements required for the development has not been completed within two (2) years, City may, at its option, allow Applicant to extend the performance guarantee duration or draw upon the cash bond or irrevocable line of credit to complete the improvements required for the development.

**Section 10 Reserved Legislative Powers**Applicant Acceptance by Initial 

City recognizes that the Peteetneet Creek Subdivision has been approved by the City Council and recorded in the office of the Utah County Recorder and is entitled to vesting of the project in accordance with long standing case law. Nothing in this Development Agreement shall limit the future exercise of the police power by City in enacting zoning, subdivision, development, transportation, environmental, open space, and related land use plans, policies, ordinances and regulations after the date of this Development

**PETEETNEET CREEK SUBDIVISION DEVELOPMENT AGREEMENT**

**April 12, 2006**

Agreement, except with respect to project density and lot arrangement as provided in case law regarding vesting of development applications.

**Section 11 Compliance with City Design and Construction Standards** Applicant Acceptance by Initial



Applicant expressly acknowledges and agrees that nothing in this Agreement shall be deemed to relieve Applicant from the obligation to comply with all applicable requirements of City necessary for approval and recordation of subdivision plats for the project, including the payment of fees and compliance with all other applicable ordinances, resolutions, regulations, policies and procedures of City, including but not limited to, the Payson City Subdivision Ordinance and Design Guidelines and Standard Specifications.

**Section 12 Agreement to Run With the Land**

Applicant Acceptance by Initial



This Agreement shall be recorded against the Peteetneet Creek Subdivision and shall be deemed to run with the land. This Agreement shall be binding on all successors and assigns of the Peteetneet Creek Subdivision, or any portion thereof, in the ownership or development of any portion or phase of the property. Neither this Agreement nor any of the provisions, terms or conditions hereof can be assigned to any other party, individual or entity without assigning the rights as well as the responsibilities under this Agreement and without the prior written consent of City, which shall not be unreasonably withheld.

**Section 13 No Joint Venture, Partnership or Third Party Rights**

Applicant Acceptance by Initial



This Development Agreement does not create any joint venture, partnership, undertaking or business arrangement between the parties hereto, nor shall it confer any rights or benefits to third parties.

**Section 14 Integration**

Applicant Acceptance by Initial



This Development Agreement contains the entire Agreement with respect to the subject matter hereof and integrates all prior conversations, discussions, or understandings of whatever kind of nature and may only be modified by a subsequent writing duly executed by the parties hereto.

**Section 15 Severability**

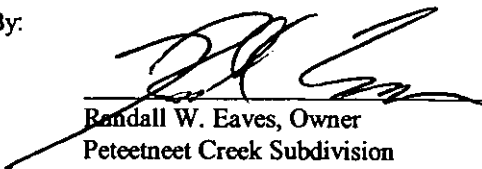
Applicant Acceptance by Initial

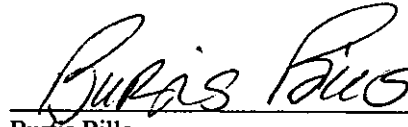


If any part or provision of this Development Agreement shall be determined to be unconstitutional, invalid or unenforceable by a court of competent jurisdiction, then such a decision shall not affect any other part or provision of this Development Agreement, except that specific provision determined to be unconstitutional, invalid or unenforceable. If any condition, covenant or other provision of this Development Agreement shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

DATED this 3 day of May 2006.

By:

  
Randall W. Eaves, Owner  
Peteetneet Creek Subdivision

  
Burtis Bills  
Mayor, Payson City

Attest:

ENT 54586:2006 PG 6 of 13

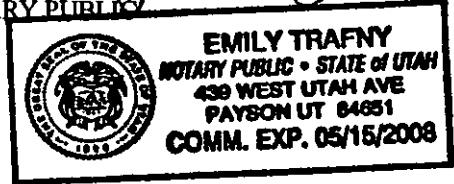
*Jeanette Curtis*  
Jeanette Curtis  
Payson City Recorder



STATE OF UTAH        )  
                              : ss.  
COUNTY OF UTAH    )

On this 3 day of May, 2006, personally appeared before me, a Notary Public in and for the State of Utah, Randall W. Eaves, the signer of the above instrument, who duly acknowledged to me that they executed the same.

*Emily Trafny*  
NOTARY PUBLIC



*Attachment A*  
(Preliminary Plan and Final Plat)

8  
17  
NORTH CORNER  
SECTION 17  
(BRASS FOUND)

BASIS OF BEARING  
(N89°29'04"E) 200 SOUTH

8 9  
NORTHEAST CORNER  
SECTION 17  
(BRASS FOUND)

622,216.81  
1,935,785.80

200 EAST

ENT 54586:2006 PG 8 of 13

200 SOUTH

WEST 511.5'



SECTION 16 & 17  
T. 9 S., R. 2 E.,  
S.L.B. & M.

ELEMENTARY SCHOOL

100 EAST

SOUTH 462.0'

SOUTH 1099.3'

621,348.50  
1,935,655.48  
POST

621,345.98  
1,935,911.22

driveway  
WEST 90'

WEST 255.75'

rebar

LOT 3  
566 S 100 E  
8000 SQ FT

6.884 ac. fl. water  
appropriation for  
Subdivision req

LOT 1  
185 E 400 S  
41070.86 SQ FT

PAYSON CITY

SOUTH 231.00'

WEST 90'

NORTH-100'

NORTH-231.00'

621,117.51  
1,935,633.20  
rebar

EAST 90'

EAST 165.75'

WEST 511.5'

621,114.98  
1,935,908.94

100 SOUTH

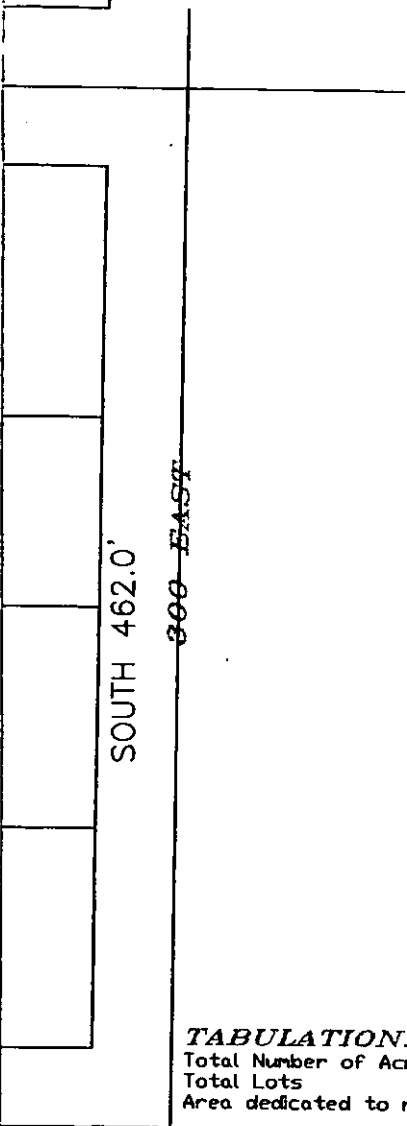
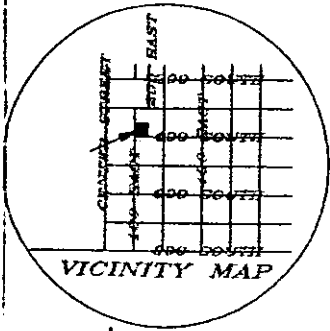
17 16

SOUTHEAST CORNER 1720  
(BRASS FOUND) 21

JOB NUMBER: 309  
LYMAN B&S 754-5584

- Rebar and cap (set)
- ▲ Existing Monuments (found)
- ◆ Section Corner Monument

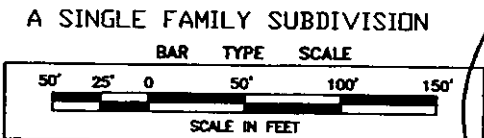




**TABULATION:**

Total Number of Acres	1356 Acres
Total Lots	3 lots
Area dedicated to road	0.00 Acre

FIRE DEPARTMENT APPROVAL	
_____ FIRE CHIEF	_____ Date



**CERTIFICATE OF SURVEY**

I, JACK H. LYMAN, do hereby certify that I as a Registered Land Surveyor and hold Certificate No. 175383 as prescribed by the laws of the State of Utah. I further certify that by authority of the Owner, I have made a survey of this tract of land as shown on this plat and described below, and subdivided said tract as indicated on this plat and have set monuments in the field in accordance with the current "Minimum Standards for Property Boundary Surveys"

**BOUNDARY DESCRIPTION**

LOT 2, BLOCK 16, PLAT "J", PAYSON CITY SURVEY OF BUILDING LOTS, PAYSON, UTAH, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY RECORDER, UTAH COUNTY, UTAH.

ENT 54586:2006 PG 9 of 13

Basis of Bearing: Section line between the North corner and the Northeast corner of Section 17, Township 9 South, Range 2 East (N89°29'04"E)

*Jack H. Lyman*  
 JACK H. LYMAN  
 Date 5/3/06

**OWNER'S DEDICATION**

Know all men by these presents that we, the undersigned owners of the above described tract of land having caused the same to be subdivided into lots and streets to be hereafter known as the

**PETEETNEET CREEK SUBDIVISION**

do hereby dedicate for perpetual use of the public all parcels of land shown on this plat as intended for public use and also do hereby Dedicate for perpetual use of the owners all parcel of land shown on this plat as intended for private use.

In witness hereof we have hereunto set our signatures this \_\_\_\_\_ day of \_\_\_\_\_ A.D. 20\_\_

**ACKNOWLEDGEMENT**

The forgoing instrument was acknowledged before this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_ who represented that they are the owners of the above-described property and have authority to execute this instrument.

STATE OF UTAH  
 COUNTY OF UTAH

NOTARY PUBLIC

**ACCEPTANCE BY LEGISLATIVE BODY**

The \_\_\_\_\_ of \_\_\_\_\_ County of Utah, approves this subdivision and hereby accepts the dedication of all streets; easements; and other parcels of land intended for public purposes for teh perpetual use of the public, this \_\_\_\_\_ day of \_\_\_\_\_ A.D. 20\_\_

Approved \_\_\_\_\_ City Engineer      Approved \_\_\_\_\_ Clerk/ Recorder

**PLANNING COMMISSION APPROVAL**

Approved this \_\_\_\_\_ day of \_\_\_\_\_ A.D. 20\_\_ by the \_\_\_\_\_ Planning Commission.

Director-Secretary      Chairman, Planning Commission

**CONDITIONS OF APPROVAL**

PLAT "A"

**PETEETNEET CREEK**

SUBDIVISION

Payson City, \_\_\_\_\_ Utah County, Utah

SCALE 1"=50'

SURVEYORS SEAL 	NOTARY PUBLIC SEAL	CITY-COUNTY ENGINEER SEAL	CLERK-RECORDER SEAL
--------------------	--------------------	---------------------------	---------------------

8  
17  
NORTH CORNER  
SECTION 17  
(BRASS FOUND)

BASIS OF BEARING  
(N89°29'04"E) 200 SOUTH

8 9  
NORTHEAST CORNER  
SECTION 17  
(BRASS FOUND)

ENT 54586:2006 PG 10 of 13

200 EAST

300 SOUTH

WEST 511.5'

4690ft

4690ft

WILLIAMS

JACOBSON

LOVLESS

BAHR

FORD

PAYSON CITY

PULLMER

FULLMER

SOUTH 462.0'

SOUTH 1099.3'

POST

Rebar

WEST 255.75'

WEST 90'

WEST 90'

WEST 90'

WEST 90'

WEST 90'

WEST 90'

WEST 90'

WEST 90'

WEST 90'

WEST 90'

WEST 90'

WEST 90'

WEST 90'

WEST 90'

WEST 90'

WEST 90'

WEST 90'

WEST 90'

WEST 90'

WEST 90'

WEST 90'

WEST 90'

WEST 90'

WEST 90'

LOT 1  
185 E 400 S  
41073.25 SQ FT

LOT 2  
100 S 100 E  
10000 SQ FT

LOT 3  
100 S 100 E  
10000 SQ FT

LOT 4  
100 S 100 E  
10000 SQ FT

LOT 5  
100 S 100 E  
10000 SQ FT

LOT 6  
100 S 100 E  
10000 SQ FT

LOT 7  
100 S 100 E  
10000 SQ FT

LOT 8  
100 S 100 E  
10000 SQ FT

LOT 9  
100 S 100 E  
10000 SQ FT

LOT 10  
100 S 100 E  
10000 SQ FT

LOT 11  
100 S 100 E  
10000 SQ FT

LOT 12  
100 S 100 E  
10000 SQ FT

LOT 13  
100 S 100 E  
10000 SQ FT

SECTION 16 & 17  
T. 9 S., R. 2 E.,  
S.L.B. & M.

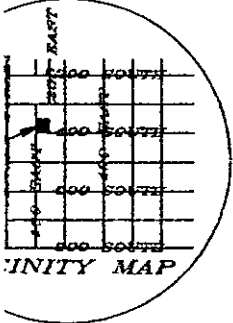


NOTE: No driveway or drive access may be located within twenty-five (25) feet of an existing fence which is greater than three (3) feet in height.

- Rebar and cap (set)
- ▲ Existing Monuments (found)
- ◆ Section Corner Monuments

17 16  
SOUTHEAST CORNER 1720  
(BRASS FOUND)

17 16



UNITY MAP

SOUTH 462.0' 300' EAST

**A SINGLE FAMILY SUBDIVISION  
STANDARD NOTES**

1. The fire protection items (fire hydrants, water mains, access roads, etc.) shown on this site plan are preliminary only. Detailed fire protection plans may be required prior to the issuance of a building permit.
2. All utilities, including water and sewer laterals, water and sewer mains, storm water pumps, sewer manholes, water valves, power, gas, etc shall be installed according to Payson City Standards.
3. All drainage shall be retained on site, and improved areas shall be graded to flow to the Northeast Corner of the Subdivision to a natural detention area. All disturbed areas shall be graded, compacted and seeded to protect the area from erosion and flooding.
4. FEMA floodplain maps show Zone A, at 400 South, an elevation of 4704 ft, approximately 4 feet above the existing street intersection. Then it drops off quickly to 4700 ft at the middle of Lot 1. Because of the location and elevation of the road and other existing structures, it appears any new building in this area, at the setback distances, and set above the elevation 4701 ft, will have no impact on this floodplain.
6. Trail facility shall be according to Payson City trail standards.
7. Installation of curbs, gutters, sidewalks, drive approaches, driveways, decorative concrete, wheelchair ramps, etc. shall be approved by Payson City.
8. All construction shall conform to Payson City construction standards and specifications.
9. Electrical plans, prepared by Payson Power Department, will be installed by applicant. Applicant shall pay for all costs associated with labor and materials provided by Payson Power.
10. All mature trees not required to be removed during actual construction shall be protected.
11. All structure construction shall be located so to provide minimal impact to the floodplains.
12. Building Setbacks: 25' front and back, and 8' sides. Existing services may need to be upgraded to current Payson City guidelines.

FIRE DEPARTMENT APPROVAL

\_\_\_\_\_  
FIRE CHIEF Date

BAR TYPE SCALE



**CERTIFICATE OF SURVEY**

I, JACK N. LYMAN, do hereby certify that I am a Registered Land Surveyor and hold Certificate No. 175383 as prescribed by the laws of the State of Utah. I further certify that by authority of the Owner, I have made a survey of this tract of land as shown on this plat and described below, and subdivided said tract as indicated on this plat and have set monuments in the field in accordance with the current Minimum Standards for Property Boundary Surveys.

**BOUNDARY DESCRIPTION**

LOT 2, BLOCK 16, PLAT "J", PAYSON CITY SURVEY OF BUILDING LOTS, PAYSON, UTAH, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY RECORDER, UTAH COUNTY, UTAH.

ENT 54586:2006 PG 11 of 13

Basis of Bearing \_\_\_\_\_ Section line between the North corner and the Northeast corner of Section 17, Township 3 South, Range 2 East 089°29'04"E \_\_\_\_\_

*Jack N. Lyman* 5/3/06  
 JACK N. LYMAN Date

**OWNER'S DEDICATION**

Know all men by these presents that we, the undersigned owners of the above described tract of land having caused the same to be subdivided into lots and streets to be hereafter known as the

**PETEETNEET CREEK SUBDIVISION**

do hereby dedicate for perpetual use of the public all parcels of land shown on this plat as intended for public use and also do hereby Dedicate for perpetual use of the owners all parcel of land shown on this plat as intended for private use.

In witness hereof we have hereunto set our signatures this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 20\_\_\_\_

**ACKNOWLEDGEMENT**

The forgoing instrument was acknowledged before this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by \_\_\_\_\_ who represented that they are the owners of the above-described property and have authority to execute this instrument.

STATE OF UTAH  
 COUNTY OF UTAH

NOTARY PUBLIC

**ACCEPTANCE BY LEGISLATIVE BODY**

The \_\_\_\_\_ of \_\_\_\_\_ County of Utah, approves this subdivision and hereby accepts the dedication of all streets; easements; and other parcels of land intended for public purposes for teh perpetual use of the public, this \_\_\_\_\_ day of \_\_\_\_\_ A.D. 20\_\_\_\_

Approved \_\_\_\_\_ City Engineer Approved \_\_\_\_\_ Clerk/ Recorder

**PLANNING COMMISSION APPROVAL**

Approved this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 20\_\_\_\_ by the \_\_\_\_\_ Planning Commission.

Director-Secretary Chairman, Planning commission

**CONDITIONS OF APPROVAL**

PLAT "A"

**PETEETNEET CREEK**

SUBDIVISION

Payson City, \_\_\_\_\_ Utah County, Utah

SCALE 1"=50'

SURVEYOR'S SEAL	NOTARY PUBLIC SEAL	CITY-COUNTY ENGINEER SEAL	CLERK-RECORDER SEAL
-----------------	--------------------	---------------------------	---------------------

*Jack N. Lyman*

CLIENT: RANDY EVES  
 DRAWN BY: TERESSA PERKINS  
 LAND SURVEYOR: JACK N. LYMAN

DATE: 2/7/06  
 2/17/06  
 2/17/06

391 SO 100 E  
 PAYSON, UT 84651

LYMAN B&S  
 P.O. BOX 1333  
 BOULDER, UTAH 84716  
 JACK N. LYMAN  
 4728 WEST 11950 SOUTH  
 PAYSON, UT 84651  
 (801) 754-5584

JOB NO. 309  
 DATE: MAY 4, 2006

*Attachment B*  
(Legal Description of Development)

## LEGAL DESCRIPTION

LOT 2, BLOCK 16, PLAT "J", PAYSON CITY SURVEY OF BUILDING LOTS, PAYSON, UTAH, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE UTAH COUNTY RECORDER, UTAH COUNTY, UTAH.

BASIS OF BEARING; SECTION LINE BETWEEN THE NORTH CORNER AND THE NORTHEAST CORNER OF SECTION 17, TOWNSHIP 9 SOUTH, RANGE 2 EAST.