



ENT 72361:2022 PG 1 of 26
ANDREA ALLEN
UTAH COUNTY RECORDER
2022 Jun 21 10:16 am FEE 40.00 BY KC
RECORDED FOR PAYSON CITY CORPORATION

DEVELOPMENT AGREEMENT Villages at Arrowhead Park, Plat L

This Development Agreement (“**Agreement**”) is entered into this 7th day of June, 2022 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, Plat L, (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 Parcel 30:009:0107 located on or about 1760 N North and 1300 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 town house dwelling units.
- E. Developer requested 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 prepared and presented to the City land use applications for 68 town home units known as Villages at Arrowhead Park, Plat L, hereafter referred to as the **“Project”** as shown as Phase 12 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 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 phase.
- 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 05-18-2022-B, 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 Description
 - Exhibit B: Adopting Resolution
 - Exhibit C: Approved Road Details
 - Exhibit D: Project Landscaping
 - Exhibit E: Residential Dwelling Design Elements

Exhibit F: Master Plan Concept

Exhibit G: Landscape Phasing Plan

Exhibit H: 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.

All improvements outside of the public right-of-way are the ownership and maintenance responsibility of Developer. This includes private street improvements; drive-ways; parking areas; pedestrian walkways; common area improvements; and utilities, except as provided by Utah Code. Developer agrees to provide access to electrical facilities and meters for inspection and maintenance by Payson Power personnel. Developer shall coordinate with Payson Fire Department to complete inspections of on-site fire protection devices.

- B. **Preliminary and Final Approval.** The Payson City Council granted preliminary approval on September 15, 2021 and final approval on October 20, 2021, contingent upon satisfaction of certain conditions. 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 as a Planned Residential Development in accordance with Chapter 20.10 of the Payson City Code to allow flexibility in the layout of the building lots. The approved Final Plat L allows for 68 town home dwelling units. 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 H”**.

- 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. Private streets, 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. Parking is prohibited within the private street right-of-way.
 - 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. Visitor parking shall be provided and maintained as indicated on the Plans and Specifications.
- iv. Recreational vehicle parking and storage is prohibited. The Homeowner's Association shall restrict and enforce any parking or storage of any trailers, boats, campers, or any other recreational vehicles.

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 town home dwellings units. 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**".

- i. Dwelling sizes:
 - a. All dwellings will be two-story structures. The dwellings shall have at least 450 square feet on the main floor, and not less than a total of 1300 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 20 feet wide by 19 feet deep from the inside wall. All garages will be designed and accessed from private drives thus minimizing parking and traffic on public roads and reducing pedestrian/vehicle conflicts.
 - c. The required square footage is exclusive of garage, porches, decks, and similar features.
- ii. Exterior requirements:
 - a. Dwellings will be designed to have attractive features on all front elevations and specific enhancements on corner side elevations. Corner units specified in "**Exhibit E**" will incorporate additional cementitious siding in the gable area as well as dormers over the windows. Nothing in this agreement is intended to limit the builder from incorporating additional 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. Rear elevations will also include cementitious siding in the gable area.
 - b. Acceptable exterior materials include brick, stone, stucco, and cementitious fiber board. If any dwelling has stucco, the builder will be required to use a combination of masonry products, to include brick, stone, cementitious fiber board and stucco on the exterior façade. If a building is completed with cementitious fiber board on all sides, stucco, brick and stone are not required. The use of metal soffit or fascia is allowed. Processed wood, aluminum, and vinyl exteriors are not permitted.

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

- i. Project landscaping shall be completed as follows:
 - a. Install and maintain the open space areas surrounding the town home dwelling units in Plat L and all common areas consistent with the approved landscaping plan and the phasing schedules included in “**Exhibits D & G**”. A performance guarantee shall be provided prior to the issuance of a certificate of occupancy as noted in this Agreement to assure the landscaping improvements will be completed as referenced herein;
 - b. Two-inch caliper deciduous trees are to be planted and maintained in the six-foot landscape planter at a maximum spacing of 40’ on center. Additional two-inch and two and one half-inch caliper trees shall be planted throughout common areas consistent with the approved landscaping plan;
 - c. At least five (5) two-gallon shrubs shall be planted in the front of each unit as well as (2) one and one half-inch caliper trees;
 - d. Sod, mulch, and decorative rock are acceptable landscaping materials between the units;
 - e. All landscape areas shall be improved and maintained by an underground automatic sprinkling system;
 - f. Establish a Homeowner’s Association pursuant to the Conditions, Covenants and Restrictions regarding certain aspects of design and construction on the Property to be recorded in the chain of title on the Property (“**Project Declaration**”) that shall be responsible to maintain Plat L and consistent with the approved landscaping plan.
- ii. Parties agree fencing will be limited in the Project to ensure common area is accessible to all residents of the Project.

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.

Developer shall provide, or cause to provide, a performance guarantee to assure completion of required landscaping improvements consistent with the approved landscaping plan and landscape phasing plan. The performance guarantee shall be equal to an

approved engineer's estimate and provided prior to the issuance of a certificate of occupancy within each landscape phase as depicted in "**Exhibit G**": The City shall release such performance guarantee after the completion of the landscaping on any given lot. For avoidance of doubt, if the engineer's estimate for any specific lot is \$5,000.00, the Developer or respective builder shall place a performance guarantee of \$5,000.00 prior to the issuance of a certificate of occupancy. Following the completion of the landscaping on an individual lot or portions of the landscaping phase, the City shall release the \$5,000.00 to the entity that placed the performance guarantee. Any common area not within a lot will be considered part of the lot immediately adjacent to said lot and included within the engineer's estimate and applicable performance guarantee. Landscaping shall be defined as the irrigation, planter bed material, sod, shrubs, trees, and other planter materials and shall not include any fencing or other improvement not required by Code or within this Agreement. The performance guarantee shall not be in addition to any bonds otherwise placed with a standard building permit or certificate of occupancy due to seasonal constraints of landscaping installation.

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 private streets and utilities, visitor parking, and project landscaping 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 hereunder 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:

PAYSON CITY
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:

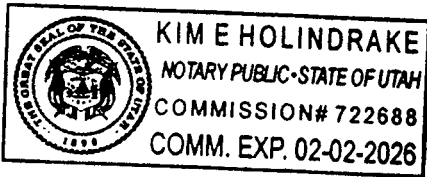
By: *Jason Sant*
Jason Sant
Payson City Attorney



STATE OF UTAH)
 : ss.
COUNTY OF UTAH)

On this 23rd day of May, 2022, 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 City, 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

DEVELOPER

ARROWHEAD PARTNERS, LLC
a Utah limited liability company

By: Terry C. Howard

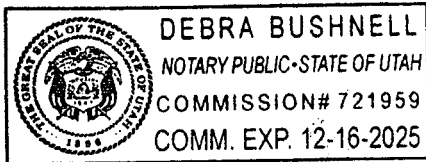
Printed Name: TERRY C. HOWARD

Title: manager

STATE OF UTAH)
 : ss.
County of Utah)

On this 7 day of June, 2022, before the undersigned notary public in and for the said state, personally appeared Terry C. Howard, 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 Description

PHASE 12, VILLAGES AT ARROWHEAD PARK

(11-30-2021)

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 the Northwest Corner of Section 3, Township 9 South, Range 2 East, Salt Lake Base and Meridian (Basis of Bearing: S0°28'54"E between the Northwest Corner and the West Quarter Corner of Section 3); thence N89°49'34"E 957.63 feet; thence S07°03'03"E 61.44 feet; thence S89°49'34"W 219.58 feet; thence S07°03'03"E 12.41 feet; thence S82°56'57"W 66.00 feet; thence S07°03'03"E 153.77 feet; thence along the arc of a curve to the right 18.64 feet with a radius of 11.00 feet through a central angle of 97°03'59", chord: S41°28'56"W 16.49 feet; thence N89°59'08"W 643.19 feet; thence along the arc of a curve to the left 83.51 feet with a radius of 77.00 feet through a central angle of 62°08'29", chord: S58°56'38"W 79.48 feet; thence N76°09'58"W 75.71 feet; thence N03°53'16"W 21.51 feet; thence N38°51'16"W 31.64 feet; thence N54°31'55"E 22.75 feet; thence N01°58'10"W 15.10 feet; thence N08°24'38"W 71.85 feet; thence N21°16'29"W 7.72 feet; thence N11°02'08"W 59.19 feet; thence N23°56'08"W 60.73 feet; thence N89°46'48"E 147.81 feet to the point of beginning.

Contains: ± 5.00 acres.

Exhibit B
Adopting Resolution

RESOLUTION NO. 05-18-2022-B

A 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, PLAT L, PHASE 12, "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

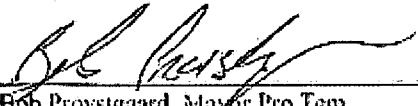
WHEREAS, Developer requested city council action resulting in approval of a single-family residential subdivision to be known as the Villages at Arrowhead Park, Plat L, Phase 12, whereby the approvals are implemented through the Development Agreement; and

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, Plat L, Phase 12.

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, Plat L, Phase 12, in Payson City.

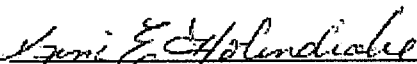
This Resolution shall take effect immediately upon its passage by the Payson City Council adopted in a public meeting.

Passed and adopted by the Payson City Council, Utah, and effective this the 18th day of May, 2022.



Bob Provstgaard, Mayor Pro Tem

Attest:



Kim E. Holindrak, City Recorder



Exhibit C

Approved Road Details



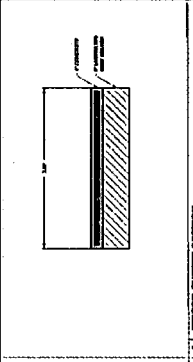
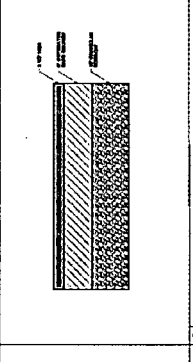
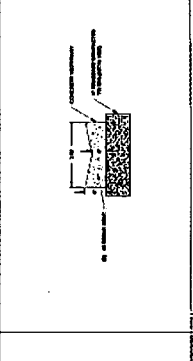
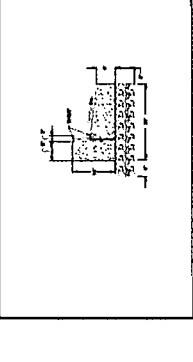
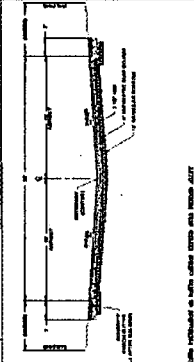
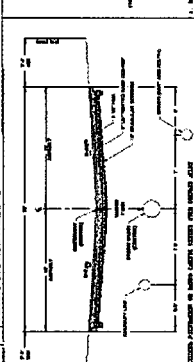
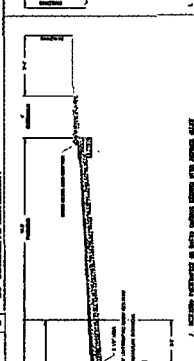
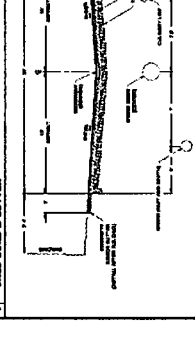
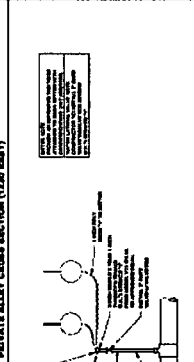
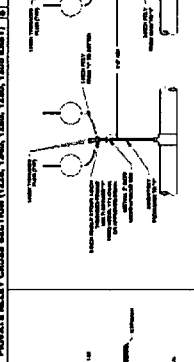
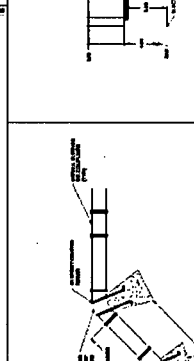
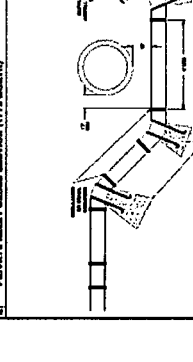
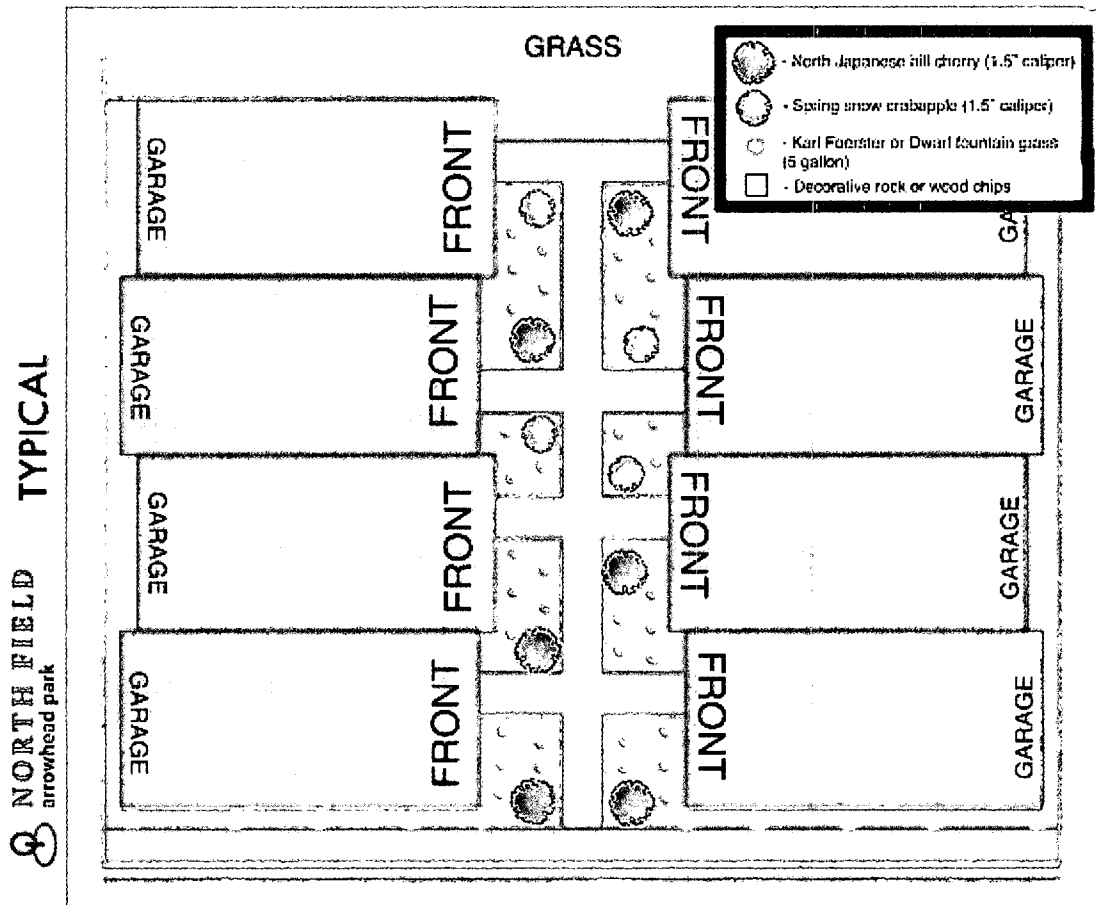
				<p>DETAILS</p> <p>PAYSON UTM</p> <p>VILLAGES AT ARROWHEAD PARK PLAT 1</p>		<p>DATE: _____</p> <p>SCALE: _____</p> <p>BY: _____</p> <p>CHECKED: _____</p> <p>APPROVED: _____</p>		<p>C-500</p>			
 <p>1 BASED CROSS & WATER</p>	 <p>2 SAP CONCRETE BALUSTRADE</p>	 <p>3 PAVED SECTION PHASE 13</p>	 <p>4 RESURF CUTTER SECTION</p>	 <p>5 PRIVATE ALLEY CROSS SECTION (TYPE B)</p>	 <p>6 PRIVATE ALLEY CROSS SECTION (TYPE A)</p>	 <p>7 PRIVATE ALLEY CROSS SECTION (TYPE C)</p>	 <p>8 PRIVATE ALLEY CROSS SECTION (TYPE D)</p>	 <p>9 WATERLINE LOOP DETAIL</p>	 <p>10 SEW UTILITY LOCATIONS</p>	 <p>11 WATER MAINS DETAIL</p>	 <p>12 WATER MAINS DETAIL</p>
<p>NOTES: SEE PAYSON CITY STANDARD DETAILS</p>											

Exhibit D

Project Landscaping

1 of 2

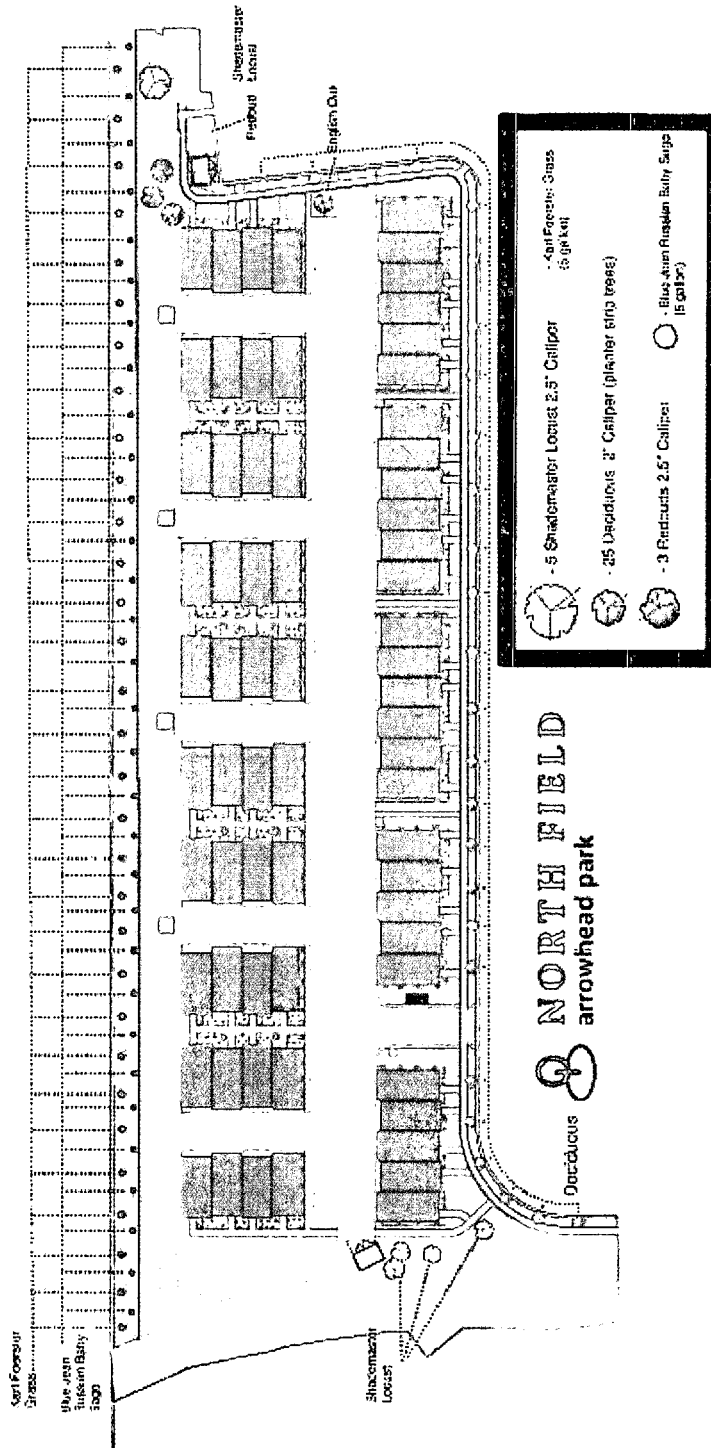


Note: A complete and detailed landscaping plan will be submitted for review and approval prior to installation.

Exhibit D

Project Landscaping

2 of 2



Note: A complete and detailed landscaping plan will be submitted for review and approval prior to installation. Landscaping plan must include landscaped area between Plat L and 1750 West (Salem City).

Exhibit E

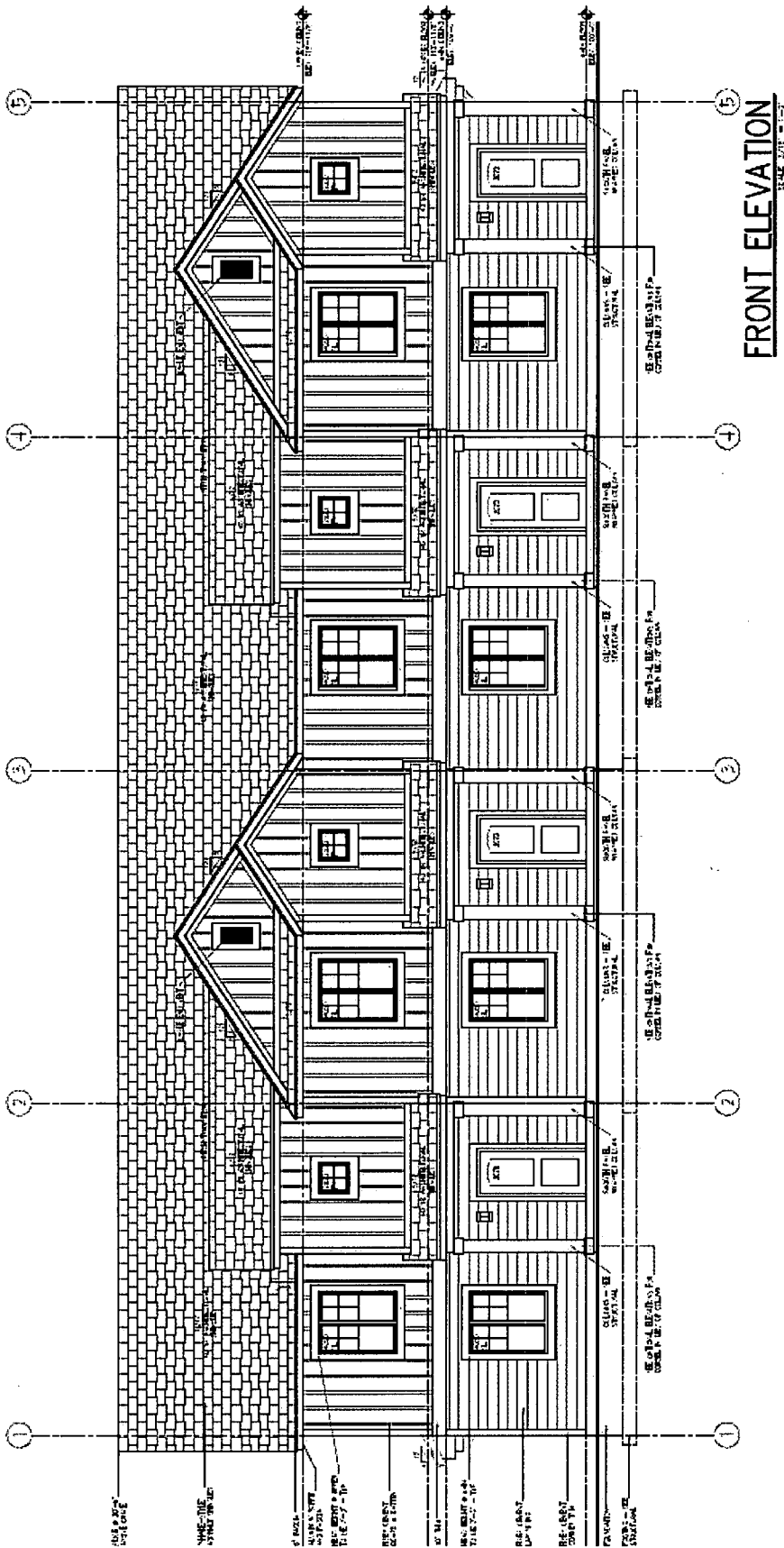
Residential Dwelling Design Elements



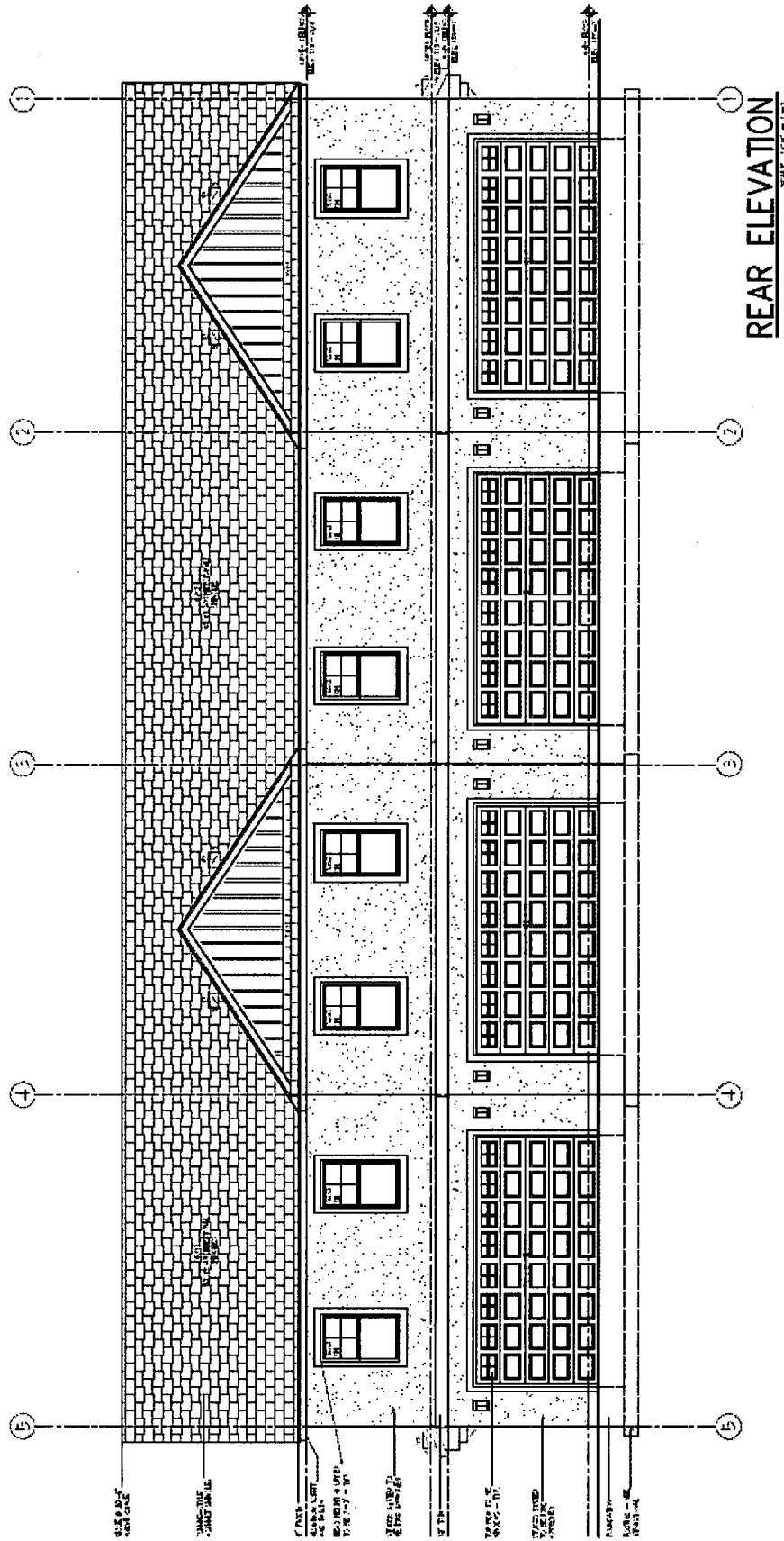
FRONT ELEVATION



FRONT ELEVATION



FRONT ELEVATION



Designated Corner Lot Architectural Enhancements

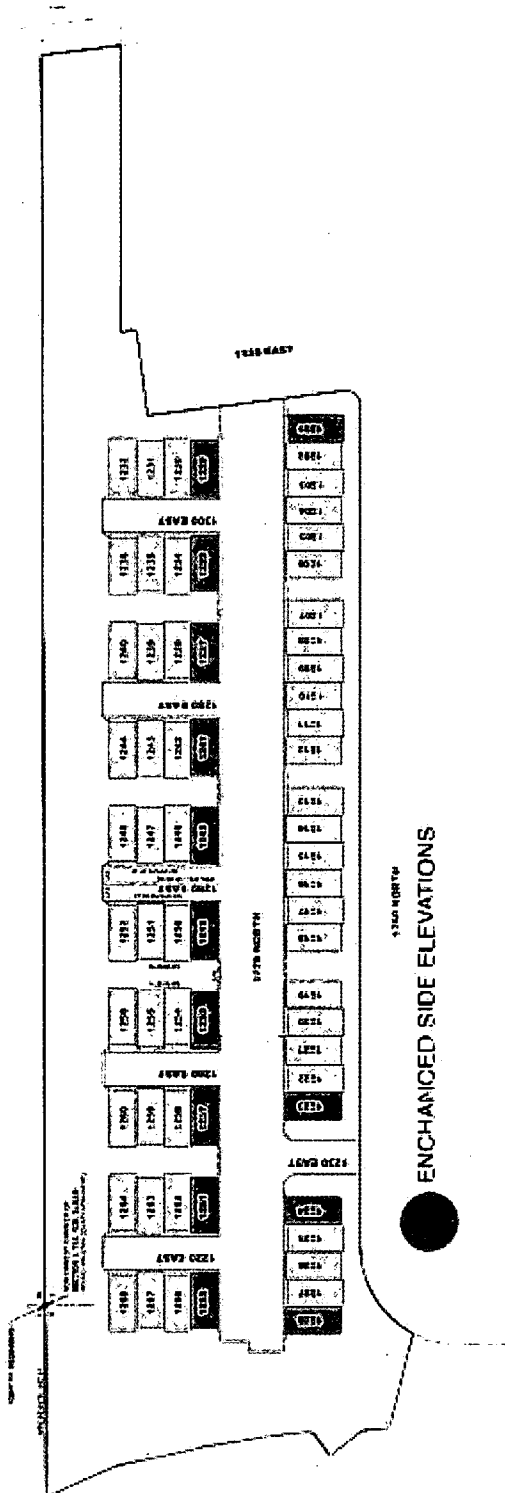


Exhibit F Master Plan Concept



VILLAGES AT ARROWHEAD PARK
PAYSON, UTAH

OVERALL PLAN



ENGINEERS
SURVEYORS
PLANNERS

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WRITTEN PERMISSION OF
JFI ENGINEERING

NO.	DESCRIPTION	DATE
1	ISSUED FOR PERMITS	10/2022
2	ISSUED FOR PERMITS	10/2022
3	ISSUED FOR PERMITS	10/2022
4	ISSUED FOR PERMITS	10/2022
5	ISSUED FOR PERMITS	10/2022

Exhibit G

Landscape Phasing Plan

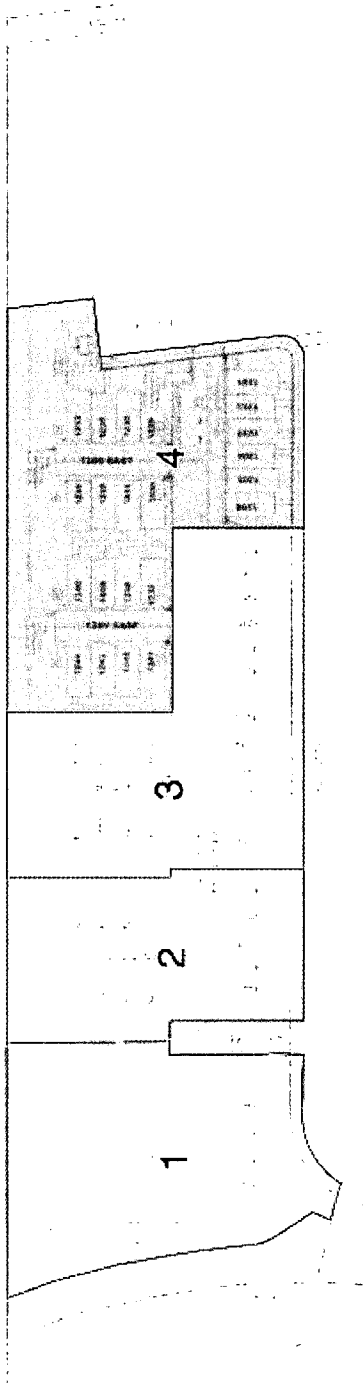


Exhibit H City Letter



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,

A handwritten signature in black ink, appearing to read "David C. Tuckett".

David C. Tuckett
Payson City Manager

cc: Development Services
Mayor & Council