



When recorded return to:  
Payson City Corporation  
439 West Utah Avenue  
Payson, UT 84651

## DEVELOPMENT AGREEMENT

This Development Agreement (“Agreement”) is entered into this 28<sup>th</sup> day of August, 2019 by and among the City of Payson, a Utah municipal corporation, hereafter referred to as “City”, and Springside Meadows of Payson LLC, Springside Meadows LLC, and Salisbury Land Development LLC hereafter referred collectively as “Developer”. The Developer is the owner of the property contained in the “Springside Meadows Subdivision” (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 Project 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 Payson City, the Payson City General Plan, zoning, and development standards and 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 Springside Meadows Subdivision is generally located east of SR 198 and west of the High Line Canal between 1700 South and 2000 South, Payson, Utah and encompasses the lots included in Plats A-E and Utah County Parcels 30:068:0093, 30:068:0094, 30:068:0095, 30:068:0097, 30:068:0098, 30:071:0083, 30:084:0015, 30:084:0107, 30:084:0108, 30:084:0109, 30:085:0021, and 30:085:0026, with the legal descriptions being contained in **Exhibit “A”** attached hereto and incorporated herein by this reference.

D. Parties acknowledge that the Project property is within the Mower Addition Annexation and subject to the terms and conditions of the Mower Addition Annexation Specific Plan and Annexation Agreement, and subsequent amendments.

E. Developer requested city council action resulting in approval of a planned residential development use as provided for in Chapter 20.10, Planned Residential Development of the Payson City Municipal Code and the terms of the Mower Addition Annexation Specific Plan and Annexation Agreement. The approvals are implemented through this Agreement.

F. Developer has prepared and presented to the City land use applications for a residential development to be known as the Springside Meadows Subdivision, hereafter referred to as the “Project”. The application package was submitted and reviewed by the City pursuant to the requirements of the Payson City Municipal Code and related protocols and policies and other applicable zoning, engineering, fire safety

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and building requirements. The resulting final approved subdivision plat is referred to herein as the “**Final Plat**” and the approved construction drawings and associated studies and plans are referred to herein as the “**Plans and Specifications.**”

G. Parties desire to allow Developer to make improvements to the Property and develop the Project in accordance with the approved 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, the Mower Specific Plan, and Payson City ordinances and regulations to 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 08-07-2019 C, 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 of Property
  - Exhibit “B” – Adopting Resolution
  - Exhibit “C” – Housing Product and Residential Design Elements
  - Exhibit “D” – Project Amenities, Fencing and Landscaping
- 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 roads, public utility easements, and other applicable public infrastructure included within the Project, to the extent such roads, easements, and other public infrastructure are located within the boundaries of the City and are to be operated by the City. Both Developer and City must approve any modification from the approved project drawings in writing.

All infrastructure, roadways, and improvements associated with the Project must be completed by Developer, and inspected and approved by City prior to issuance of any Certificate of Occupancy in the Project or any phase thereof. Completion of the on-site Work is a condition of approval of the land use application and shall be completed by

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Developer with no reimbursement from City. Reimbursement for the off-site sewer line will be addressed in a separate agreement.

Project amenities will be provided in accordance with the amenity schedule herein. Any undeveloped portions of the property must be maintained in accordance with the provisions of Chapter 19.24, City Beautification of Title 19, Zoning Ordinance.

- B. Preliminary Plan and Final Plat Approval.** The Payson City Council granted Preliminary Plan approval of the development layout on April 18, 2018, and granted Final Plat approval of Plats E, F, G, H, I, J, L and N contingent upon the satisfaction of certain conditions. Developer hereby agrees to satisfy all conditions imposed by the Payson City Council in conjunction with Preliminary Plan and Final Plat approval as such conditions pertain or relate to the Project. All infrastructure and roadways must be completed, inspected and approved prior to the issuance of any building permits in the Project or any phase thereof.
- C. Relationship with the Mower Specific Plan and Annexation Agreement.** Developer understands and agrees that the Project property was included in the Mower Addition Annexation and subject to the provisions of the Specific Plan and Annexation Agreement approved through a legislative act of the city council. The development must be consistent with the Specific Plan and Annexation Agreement, including the creation of distinct neighborhoods that provide a wide range of housing opportunities and choices. The neighborhoods are delineated as follows: 1) Plat E and Plat F; 2) Plat I and Plat J; and 3) Plat G, Plat H, Plat L and Plat N. The single-family neighborhoods will vary from one another by including changes in architectural style, exterior materials and colors, and other components or elements of the structures.
- D. Open Space Requirement.** The Mower Specific Plan and Annexation Agreement requires 10.59 acres be dedicated to Payson City and used for public parks and trails throughout the Mower Addition Annexation area. Developer agrees to dedicate 5.77 acres, a proportionate share of the overall open space requirement (Mower Annexation), for use as a city park and other government facilities. Developer further agrees to complete the utility and roadway improvements along the frontage of 1900 South, provide utility laterals to the park area consistent with the Plans and Specifications, remove existing structure(s) and construction debris, and disconnect the services to the existing structure(s), pending utility company approval.
- E. Payson City Plans, Ordinances, and Codes.** All aspects of the Project must comply with all related Payson City plans, ordinances, codes, and approvals of the city council, unless otherwise noted herein. The City agrees to the following modifications:
- i. Alternate cross-section for the public streets in Plat I and Plat J (townhome neighborhood). See Plans and Specifications for cross-section detail.
  - ii. Waiver of designated recreational vehicle parking area. Lots must have a wider setback on the garage side to accommodate access to side-yard or backyard area for any on-site storage of recreational vehicles. No recreational vehicles will park within the public right-of-way.
  - iii. Modified setback requirements. The Parties have agreed to the following minimum setback requirements for single-family dwellings:
    - a. Front: 20 feet from back of sidewalk

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- b. Side (interior):
  - 1. Garage side – 12 feet
  - 2. Non-garage side – 8 feet
- c. Side (corner): 15 feet from the back of sidewalk
  - 1. No corner lot side garage allowed, except for a side entry garage provided the driveway is located as far from the intersection as possible. The corner side setback for a side entry garage is 20 feet.
- d. Rear: 20 feet

**F. Project Density and Lot Arrangement.** The Project was approved as a planned residential development, a legislative act of the city council, to allow flexibility in the project layout, lot configuration, setbacks and other design requirements. Developer agrees to satisfy the minimum requirements of Chapter 20.10 of the Payson City Subdivision Ordinance, the terms of the Specific Plan and Annexation Agreement, and the approval of the city council. Additionally, Developer made various representations and commitments to the Payson City Council to obtain approval of the land use applications. Developer agrees that all representations and commitments will be met.

Developer is 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 land use ordinances of Payson City adopted and in effect at the time of the signing of this Agreement, together with the Plans and Specifications for the Project.

There are two existing single-family dwellings within the Project area that will be removed to support new residential construction. The dwelling and outbuildings near Plat F (Smith) will be removed to support new building lots and the dwelling along SR 198 near Plats L & N (Butler) will be eliminated to accommodate the construction of a city park and other government facilities. Developer shall obtain the necessary approvals and permits to remove the structures from the site, including a demolition permit from Payson City. Furthermore, Developer shall disconnect and/or remove the on-site utility systems (i.e. wells, septic tanks) and disconnect the structures from the systems of other utility companies, pending utility company approval. Construction debris and waste must be removed from the Project and not used as fill material.

- G. Circulation, Access, and Parking.** Developer agrees to provide and maintain the following:
- i. Sidewalks, parking areas, and driveways designed and maintained to provide unobstructed access to the parking areas and structures by residents, service providers, and public safety personnel and apparatus.
  - ii. Internal walkways and safe pedestrian crossings throughout the Project.
  - iii. Limited access to arterial streets, including Main Street and 1900 South. Access for the corner lots along Main Street and 1900 South will be from the interior residential streets and as far from the intersection as possible.
  - iv. Side entry garages for the lots in Plat L. The driveway shall be designed to accommodate additional backing area to allow vehicles to turn around on site.
  - v. Project may be completed in phases, but the configuration of each phase must satisfy the minimum requirements of the land use and development ordinances. 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.

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- vi. Parking and storage of recreational vehicles, motorhomes, campers, boats, trailers, and other similar apparatus is prohibited in the Project.
  - vii. Visitor parking areas are for the use of guests only and shall be signed as guest parking. These parking stalls cannot be reserved for any other purpose than guest parking or leased/rented by owners/residents inside or outside the Project.
- H. **Impact Fees and Connection Fees.** Developer agrees to pay all City fees related to the Project including but not limited to impact fees and connection fees.
- I. **Geotechnical Studies.** Developer agrees to follow all recommendations and suggestions of the geotechnical report prepared by Earthtec Engineering dated November 24, 2003, and any subsequent studies and amendments, unless a stricter or more intensive regulation is required by the land use and development ordinances.
- J. **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. Developer will take all steps necessary to effect a transfer of electric service to Payson City at such time as Payson City shall direct. No development will be approved until such transfer of electrical service has been completed. Developer agrees to reimburse Payson City for all amounts paid by Payson City to South Utah Valley Electric Service District (dba SESD) pursuant to Section 10-2-421 Utah Code Annotated, which total amount has been determined to be \$11,370.46. 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 secure easements or needed land dedication to provide connection to the Payson Power electrical system.
- K. **Approval by other Agencies.** Developer is responsible to obtain any necessary approvals from other agencies, including but not limited to the Utah Department of Transportation (UDOT), Dominion Energy, Bureau of Reclamation, High Line Canal Company, any private irrigation company, Utah County, or the State of Utah.
- L. **Final Approval Items.** Developer must obtain in a timely manner and show proof satisfaction of all requirements of the Project, including but not limited to the following: The proper transfer of sufficient water rights to City; payment of performance guarantees; payment of property taxes; payment of electrical materials and labor; payment of public works testing and inspection fees; and complete a pre-construction meeting prior to the commencement of any construction on the site.
- M. **Assurance for Completion of Improvements.** Developer agrees to provide a performance guarantee for all infrastructure improvements that will be dedicated to Payson City and required landscaping. The performance guarantee shall be equal to one hundred ten (110) percent of the approved engineer's cost estimate and in cash or in the form of an irrevocable letter of credit. It is the intent of the Parties to comply with Utah Code § 10-9a-604.5(4). 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. Developer will complete a one-inch asphalt overlay once 90% of the residential units in the Project, or phase thereof, have been constructed.

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- N. **Recordation of Project Declaration.** Prior to Developer's conveyance of any Lot in Plats I & J of the Project, Developer shall cause to be recorded against the Project a Declaration of Covenants, Conditions and Restrictions (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 homeowners' maintenance fees and to enforce the requirements of the Project Declaration. At a minimum, the Homeowner's Association shall be responsible for the following:
    - a. Maintain landscaping improvements and project amenities in accordance with the approved landscaping and amenity plan.
    - b. The visitor parking areas will be reserved for guests (not extra parking for residents or recreational vehicle parking) and will be operational at all times and properly signed and maintained.
    - c. Restrict and enforce any parking and storage of recreational vehicles, motorhomes, boats, trailers, and other similar apparatus within or adjacent to the development.
    - d. Maintain internal trails, walkways, project amenities, landscaping, storm water facilities, and project fencing.
    - e. Maintain regulatory signs, including fire lanes and visitor parking.
  - ii. Include information about the acceptable building styles and standards for the Project, including acceptable building styles and architectural details, exterior materials, dwelling size, and other development standards deemed necessary and appropriate by the City and Developer.
  - iii. Address accountability for the installation, maintenance, repair and replacement of all improvements intended to be maintained by the Homeowner's Association.
  - iv. The Project Declaration shall be signed and recorded in the office of the Utah County Recorder and deed restrict the Project so the CC&R's shall run with the land in perpetuity and regardless of ownership.
- O. **Storage.** The Parties agree that parking and storage of recreational vehicles, motorhomes, boats, trailers, and other similar apparatus is prohibited in the Project. Developer requested and the City approved to waive the requirement for on-site RV parking and storage. Developer agrees to restrict by Project Declaration and enforce any parking or storage of these types of vehicles within or adjacent to the Project.
- P. **Residential Design Elements.** The Project is situated in an area designated as residential housing in the Mower Addition Specific Plan and Annexation Agreement. To further the land use goals of Payson City, the Developer acknowledges and agrees the Project will be improved to accommodate a wide range of housing opportunities and choices. To achieve this goal, the City has imposed design criteria for the structures included in the Project. Illustrative representation of the allowable housing styles and appearances are attached hereto as **Exhibit "C"**.

Plat E and Plat F

- i. *Housing Product.* The exterior design, materials, and floorplans must be consistent with the DR Horton product approved by the Payson City Council. The following floorplans are approved for this neighborhood:

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- Auburn Legacy
  - Hastings
  - Teton
  - Providence
  - Nebo
  - Taylor
  - Durham
  - Coronado
  - Del Mar
  - La Jolla
  - Huntington
  - Balboa (only allowed in Plat E – limit two)
- ii. *Garage.* Each dwelling shall contain at least an attached two-car garage that measures no less than 20 feet by 20 feet. 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 covered parking.
- iii. *Exterior materials.* A mix of hard surface materials to include brick, stucco, stone, cementitious siding, and engineered wood siding product. Natural wood may be used to enhance architectural features. Vinyl and aluminum siding is not allowed.
- v. *Architectural features on corner sides.* Exterior walls visible from the public street shall include at least three (3) appealing architectural features such as multiple roofline pitches and gables, dormers, wall articulation including insets and pop-outs, wall material changes, and other aesthetic treatments such as porches, decks, chimneys, bay windows, window groupings, etc.
- vi. *Diversity.* No two adjacent dwellings or dwellings across the street will be the same elevation. Strict avoidance of tract housing, file plans, and repetitive use of colors, materials, and architectural features is required.

Plats G, H, L and N

In order to create a well-planned housing community, the dwellings in this neighborhood will be designed with custom exterior elevations and strict avoidance of tract housing, file plans, repetitive use of colors, materials, and architectural styles and features. This neighborhood will contain dwellings with varying design and architecture. Rooflines will include distinctive and significant articulation.

- i. *Dwelling size.*
- a. A one-story dwelling shall not be less than 1400 square feet above finished lot grade.
  - b. A two-story dwelling must have a minimum of 2000 square feet of finished floor area above grade with at least 900 square feet on the main level. The second story square footage shall not exceed 80% of the ground floor square footage including garage and porch areas.
  - c. The required square footage is finished living area and exclusive of basements, unenclosed porches, decks, and similar architectural features.
- ii. *Garage.* Each dwelling shall contain at least an attached two-car garage that measures no less than 20 feet by 20 feet. Side entry garages, recessed garage doors, decorative garage doors, and other creative solutions to avoid having the garage appear as the dominant architectural feature of the home will be stressed in the development. 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 covered parking.
- iv. *Exterior materials.* A mix of hard surface materials to include brick, stucco, stone, cementitious siding, and engineered wood siding product. All dwellings shall have stone or brick on at least 30% of the front elevation. Architectural

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consideration may be given in lieu of the stone or brick requirement. When additional architectural elements are installed in its place, staff may modify or waive the use of stone or brick. Natural wood may be used to enhance architectural features. Vinyl and aluminum siding is not allowed.

- v. *Architectural features on corner sides.* Exterior walls visible from the public street shall include at least three (3) appealing architectural features such as multiple roofline pitches and gables, dormers, wall articulation including insets and pop-outs, wall material changes, and other aesthetic treatments such as porches, decks, chimneys, bay windows, window groupings, etc.
- vi. *Diversity.* No two adjacent dwellings or dwellings across the street will be the same elevation. Strict avoidance of tract housing, file plans, and repetitive use of colors, materials, and architectural features is required.

Plat I & Plat J (townhomes)

- i. *Housing product.* The exterior design, materials, and floorplans must be consistent with the exterior elevations and floorplans attached as **Exhibit "C"**.
- ii. *Exterior materials.* A mix of hard surface materials to include brick, stucco, stone, cementitious siding, board and batten siding, and shingle siding for architectural features. Refer to **Exhibit "C"** for details on exterior materials.
- iii. *Architectural features.* Exterior walls visible from the public street shall include appealing architectural features such as variation in wall plane, multiple roofline pitches and gables, dormers, wall articulation including insets and pop-outs, wall material changes, and other aesthetic treatments such as porches, decks, chimneys, bay windows, window groupings, etc.

**Q. Project Amenities, Fencing and Landscaping.** Developer made various commitments to the Payson City Council to obtain approval of the land use applications. Project amenities, fencing, and landscaping shall be consistent with the Plans and Specifications and **Exhibit "D"**.

- i. Developer shall install and maintain the landscaping as follows:
  - a. *Single-family dwellings.* Landscaping must be completed in accordance with Section 20.17.13 and include the following streetscape standards:
    - 1. A minimum of one 1½" caliper tree and 3 shrubs in the front yard area; and
    - 2. Acceptable ground cover (i.e. grass, bark, decorative rock) in the six-foot planter and at least two trees.
    - 3. The required landscaping shall be installed prior to issuance of occupancy permit. Refer to city ordinance for winter landscaping.
  - b. *Townhome neighborhood.* The landscaping for Plat I and Plat J shall be consistent with the Plans and Specifications and the approved landscaping plan attached hereto as **Exhibit "D"**. The landscaping shall be installed within 30 days of issuance of occupancy permit on last unit of building or 2 months from occupancy of first unit, whichever occurs first. Refer to city ordinance for winter landscaping.
  - c. All lawn and landscape areas, including landscaped planter areas, shall be maintained by an underground automatic sprinkler system.
  - d. Each dwelling must have the required landscaping installed prior to issuance of occupancy permit.



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- e. All landscape and lawn areas, including those in the landscape planter strip, shall be maintained by an underground automatic sprinkler system.
- ii. Developer shall complete the project fencing as follows:
  - a. Install and maintain a decorative masonry fence consistent with the design and materials reflected in **Exhibit "D"** along Main Street adjacent to Plat E and Plat F. The six-foot planter strip will be landscaped by Developer and maintained by City. The landscaping design, materials, and water connection must be approved by City before installation. The masonry fence along Main Street shall be maintained by the property owner and cannot be removed or altered to provide access onto Main Street.
  - b. Install and maintain a six-foot white vinyl fence along the east property line of Plat I and Plat J to delineate between the single-family lots and the multi-family structures and common area. The fence shall be maintained by the HOA. The fence will be installed prior to the issuance of an occupancy permit within the neighborhood.
  - c. Fencing for the single-family dwellings will be consistent with City ordinance. Fencing in Plat I and Plat J is limited to the vinyl fence along the east property line. Prior to the installation of any fencing, a permit must be obtained from Payson City.
- iii. Project amenities are a critical element of multi-family development. In accordance with City ordinance, Developer is required to provide open space, services, and amenities for use by the residents of the Project. Developer shall provide the following amenities:
  - a. Playground area (30' x 30'), including playground equipment.
  - b. Pavilion (at least 250 square feet) with at least four (4) picnic tables and one freestanding barbecue facility.
  - c. A minimum of three (3) benches along the walkways and near the playground area.
  - d. Neighborhood trail connector in Plat N for residents to access the open space area.
  - e. Visitor parking areas for use by guests of the Project.
  - f. The amenities shall be located as shown on the landscaping plan and consistent with the design and materials reflected in **Exhibit "D"**.
  - g. All project amenities must be installed prior to the issuance of an occupancy permit for any unit in the fourth building adjacent to the park area.

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

- A. **Vested Rights.** Developer shall have the vested right to develop and construct the Project in accordance with the Final Plat and the Plans and Specifications, subject to compliance with the terms and conditions of this Agreement and the 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

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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 the approvals and 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. Any such proposed change affecting the vested rights of the Project shall be of general application to all development activity in the County; 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.

**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.

**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 City, Utah 84651  
                       Attention: City Recorder

If to Developer: Springside Meadows of Payson LLC  
                       Attn: Rick Salisbury  
                       494 West 1300 North  
                       Springville, Utah 84663

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

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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 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 and 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.

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 of 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 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 fees 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 not be transferred or assigned, in whole or in part except by written approval of the City. Developer shall give notice to the City of any proposed or requested assignment at least thirty (30) days prior to the effective date of the assignment. City shall not unreasonably withhold its consent to assignment.

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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 or 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 page]*

SPRINGSIDE MEADOWS DEVELOPMENT AGREEMENT

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

CITY

CITY OF PAYSON  
A Utah Municipal Corporation

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

ATTEST:

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



SPRINGSIDE MEADOWS DEVELOPMENT AGREEMENT

DEVELOPER

Springside Meadows of Payson LLC

By: [Signature]  
Rick Salisbury, Manager

STATE OF UTAH )  
 : ss.  
County of UTAH )

On this 29 day of August, 2019, before the undersigned notary public in and for the said state, personally appeared RICK SALISBURY, known or identified to me to be a Manager of Springside Meadows of Payson 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.



[Signature]  
Notary Public for Utah







**Exhibit "A"**  
Legal Descriptions of Property

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**City Parcel**

BEGINNING AT A POINT BEING N.89°34'59"E. 1527.27' ALONG THE SECTION LINE AND SOUTH 74.86' FROM THE NORTHWEST CORNER OF SECTION 29, TOWNSHIP 9 SOUTH, RANGE 2 EAST, SALT LAKE BASE & MERIDIAN;

Thence, S 00° 41' 29" E for a distance of 502.30 feet to a point on a line. Thence, S 88° 08' 01" W for a distance of 187.75 feet to a point on a line. Thence, S 89° 53' 15" W for a distance of 138.70 feet to a point on a line. Thence, N 12° 21' 00" E for a distance of 120.04 feet to a point on a line. Thence, S 89° 14' 56" W for a distance of 360.71 feet to a point on a line. Thence, N 14° 05' 09" E for a distance of 335.07 feet to a point on a line. Thence, N 88° 59' 48" E for a distance of 335.43 feet to a point on a line. Thence, N 09° 26' 09" E for a distance of 55.16 feet to the beginning of a non-tangential curve, Said curve turning to the left through 06° 38' 56.0", having a radius of 588.00 feet, and whose long chord bears N 85° 41' 10" E for a distance of 68.20 feet to the beginning of a non-tangential curve. Said curve turning to the right through an angle of 06° 56' 48.7", having a radius of 512.00 feet, and whose long chord bears N 85° 50' 07" E for a distance of 62.04 feet. Thence N 89° 18' 31" E a distance of 99.45 feet to the POINT OF BEGINNING.

CONTAINS 5.77 ACRES

PROJECT BASED ON STATE PLANE COORDINATES, NAD83

**Plat E**

BEGINNING AT A POINT BEING N.89°12'41"E. 485.02' ALONG THE SECTION LINE AND NORTH 367.34' FROM THE NORTH 1/4 CORNER OF SECTION 29, TOWNSHIP 9 SOUTH, RANGE 2 EAST, SALT LAKE BASE & MERIDIAN;

Thence, N 00° 27' 23" W for a distance of 401.00 feet to a point on a line. Thence, N 89° 32' 16" E for a distance of 786.87 feet to a point on a line. Thence, S 00° 27' 44" E for a distance of 5.00 feet to the beginning of a non-tangential curve, Said curve turning to the right through an angle of 105° 22' 54", having a radius of 10.00 feet, and whose long chord bears S 37° 46' 17" E for a distance of 15.91 feet. Thence, S 14° 55' 10" W for a distance of 197.46 feet to the beginning of a curve, Said curve turning to the left through an angle of 07° 17' 42", having a radius of 1543.00 feet, and whose long chord bears S 11° 16' 19" W for a distance of 196.32 feet to a point of intersection with a non-tangential line. Thence, N 79° 24' 13" W for a distance of 119.99 feet to a point on a line: Thence, S 82° 50' 37" W for a distance of 57.93 feet to a point on a line. Thence, S 89° 32' 16" W for a distance of 362.91 feet to a point on a line. Thence, S 72° 39' 04" W for a distance of 58.52 feet to a point on a line. thence S 89° 32' 16" W a distance of 110.04 feet to the POINT OF BEGINNING.

CONTAINS 6.67 ACRES AND 24 LOTS

PROJECT BASED ON STATE PLANE COORDINATES, NAD83

**Plat F**

BEGINNING AT A POINT BEING N.89°12'41"E. 486.99' ALONG THE SECTION LINE AND NORTH 137.80' FROM THE NORTH 1/4 CORNER OF SECTION 29, TOWNSHIP 9 SOUTH, RANGE 2 EAST, SALT LAKE BASE & MERIDIAN;

Thence, N 00° 29' 33" W for a distance of 229.52 feet to a point on a line. Thence, N 89° 32' 16" E for a distance of 110.04 feet to a point on a line. Thence, N 72° 39' 04" E for a distance of 58.52 feet to a point on a line. Thence, N 89° 32' 16" E for a distance of 362.91 feet to a point on a line. Thence, N 82° 50' 37" E for a distance of 57.93 feet to a point on a line. Thence, S 79° 24' 13" E for a distance of 119.99 feet to the beginning of a non-tangential curve, Said curve turning to the left through an angle of 08° 24' 51", having a radius of 1543.00 feet, and whose long chord bears S 03° 25' 03" W for a distance of 226.39 feet. Thence, S 00° 47' 23" E for a distance of 13.86 feet to a point on a line.

Thence, S 89° 32' 16" W for a distance of 522.97 feet to a point on a line. Thence, N 80° 24' 26" W for a distance of 56.79 feet to a point on a line. Thence S 89° 18' 31" W a distance of 110.00 feet to the POINT OF BEGINNING.

CONTAINS 3.99 ACRES AND 13 LOTS

PROJECT BASED ON STATE PLANE COORDINATES, NAD83

### Plat G

BEGINNING AT A POINT BEING N.89°34'59"E. 1297.94' ALONG THE SECTION LINE AND SOUTH 84.02' FROM THE NORTHWEST CORNER OF SECTION 29, TOWNSHIP 9 SOUTH, RANGE 2 EAST, SALT LAKE BASE & MERIDIAN;

Thence, N 09° 26' 09" E for a distance of 76.35 feet to a point on a line. Thence, N 89° 19' 03" E for a distance of 8.85 feet to a point on a line. Thence, N 17° 04' 35" E for a distance of 1.83 feet to a point on a line. Thence, N 87° 10' 30" E for a distance of 10.73 feet to the beginning of a non-tangential curve, Said curve turning to the left through an angle of 92° 03' 25.6", having a radius of 15.00 feet, and whose long chord bears N 39° 10' 48" E for a distance of 21.59 feet to a point of intersection with a non-tangential line. Thence, N 85° 45' 29" E for a distance of 56.06 feet to the beginning of a non-tangential curve, Said curve turning to the left through 84° 57' 27.2", having a radius of 15.00 feet, and whose long chord bears S 49° 19' 39" E for a distance of 20.26 feet to the beginning of a non-tangential curve. Said curve turning to the right through an angle of 01° 06' 53.1", having a radius of 588.00 feet, and whose long chord bears N 88° 45' 04" E for a distance of 11.44 feet. Thence, N 89° 18' 31" E for a distance of 105.66 feet to a point on a line. Thence, N 00° 41' 29" W for a distance of 269.58 feet to a point on a line. Thence, N 09° 1' 24" E for a distance of 179.84 feet to a point on a line. Thence, N 89° 54' 30" E for a distance of 574.31 feet to a point on a line. Thence, S 00° 11' 39" E for a distance of 132.81 feet to a point on a line. Thence, S 24° 55' 08" W for a distance of 58.54 feet to a point on a line. Thence, S 00° 41' 29" E for a distance of 342.95 feet to a point on a line. Thence, N 88° 18' 11" W for a distance of 253.03 feet to the beginning of a curve, Said curve turning to the left through an angle of 02° 23' 18.1", having a radius of 1462.00 feet, and whose long chord bears N 89° 29' 50" W for a distance of 60.94 feet. Thence, S 89° 18' 31" W for a distance of 370.71 feet to the beginning of a curve, Said curve turning to the left through 06° 56' 48.7", having a radius of 512.00 feet, and whose long chord bears S 85° 50' 07" W for a distance of 62.04 feet to the beginning of a non-tangential curve. Said curve turning to the right through 06° 38' 56.0", having a radius of 588.00 feet, and whose long chord bears S 85° 41' 10" W for a distance of 68.20 feet to the POINT OF BEGINNING.

CONTAINS 7.36 ACRES AND 20 LOTS

PROJECT BASED ON STATE PLANE COORDINATES, NAD83

**Plat H**

BEGINNING AT A POINT ON CURVE, SAID POINT BEING S.0°49'41"E. 76.67' ALONG THE SECTION LINE AND WEST 79.36' FROM THE NORTH 1/4 CORNER OF SECTION 29, TOWNSHIP 9 SOUTH, RANGE 2 EAST, SALT LAKE BASE & MERIDIAN;

Said curve turning to the left through an angle of 90° 11' 38.5", having a radius of 15.00 feet, and whose long chord bears S 44° 54' 11" W for a distance of 21.25 feet to a point of intersection with a non-tangential line. Thence, S 85° 21' 16" W for a distance of 56.17 feet to the beginning of a non-tangential curve, Said curve turning to the left through 96° 25' 42.9", having a radius of 15.00 feet, and whose long chord bears N 48° 24' 30" W for a distance of 22.37 feet to the beginning of a non-tangential curve. Said curve turning to the left through 03° 21' 04.1", having a radius of 712.00 feet, and whose long chord bears S 81° 42' 07" W for a distance of 41.64 feet to the beginning of a non-tangential curve. Said curve turning to the right through an angle of 11° 40' 14.5", having a radius of 488.00 feet, and whose long chord bears S 85° 51' 42" W for a distance of 99.23 feet. Thence, N 88° 18' 11" W for a distance of 230.09 feet to a point on a line. Thence, N 00° 41' 29" W for a distance of 342.95 feet to a point on a line. Thence, N 24° 55' 08" E for a distance of 58.54 feet to a point on a line. Thence, N 00° 11' 39" W for a distance of 132.81 feet to a point on a line. Thence, N 89° 54' 30" E for a distance of 421.00 feet to a point on a line. Thence, S 00° 11' 39" E for a distance of 134.68 feet to the beginning of a curve, Said curve turning to the left through an angle of 89° 48' 33.1", having a radius of 15.00 feet, and whose long chord bears S 45° 05' 55" E for a distance of 21.18 feet to a point of intersection with a non-tangential line. Thence, S 00° 17' 46" E for a distance of 56.00 feet to the beginning of a non-tangential curve, Said curve turning to the left through an angle of 90° 11' 26.9", having a radius of 15.00 feet, and whose long chord bears S 44° 54' 05" W for a distance of 21.25 feet. Thence, S 00° 11' 39" E for a distance of 206.76 feet to the beginning of a curve, Said curve turning to the left through an angle of 89° 48' 21.5", having a radius of 15.00 feet, and whose long chord bears S 45° 05' 49" E for a distance of 21.18 feet to a point of intersection with a non-tangential line. Thence S 00° 16' 14" E a distance of 76.00 feet to the POINT OF BEGINNING.

CONTAINS 5.40 ACRES AND 14 LOTS

PROJECT BASED ON STATE PLANE COORDINATES, NAD83

**Plat I**

BEGINNING AT A POINT BEING N.89°12'41"E. 485.70' ALONG THE SECTION LINE AND NORTH 368.78' FROM THE NORTH 1/4 CORNER OF SECTION 29, TOWNSHIP 9 SOUTH, RANGE 2 EAST, SALT LAKE BASE & MERIDIAN;

Thence, S 00° 28' 44" E for a distance of 56.00 feet to a point on a line. Thence, S 00° 27' 44" E for a distance of 236.80 feet to a point on a line. Thence, N 90° 00' 00" W for a distance of 566.65 feet to the beginning of a curve, Said curve turning to the right through an angle of 89° 48' 21", having a radius of 15.00 feet, and whose long chord bears N 45° 05' 49" W for a distance of 21.18 feet. Thence, N 00° 11' 39" W for a distance of 206.76 feet to the beginning of a curve, Said curve turning to the right through an angle of 90° 11' 27", having a radius of 15.00 feet, and whose long chord bears N 44° 54' 05" E for a distance of 21.25 feet to a point of intersection with a non-tangential line. Thence, N 00° 17' 46" W for a distance of 56.00 feet to a point on a line. Thence N 89° 59' 48" E a distance of 565.26 feet to the POINT OF BEGINNING.

CONTAINS 3.88 ACRES

PROJECT BASED ON STATE PLANE COORDINATES, NAD83

**Plat J**

BEGINNING AT A POINT BEING N.89°12'41"E. 485.67' ALONG THE SECTION LINE AND NORTH 285.44' FROM THE NORTH 1/4 CORNER OF SECTION 29, TOWNSHIP 9 SOUTH, RANGE 2 EAST, SALT LAKE BASE & MERIDIAN;

THENCE, S 89° 59' 48" W FOR A DISTANCE OF 565.23 FEET TO THE BEGINNING OF A CURVE, SAID CURVE TURNING TO THE RIGHT THROUGH AN ANGLE OF 89° 48' 33", HAVING A RADIUS OF 15.00 FEET, AND WHOSE LONG CHORD BEARS N 45° 05' 55" W FOR A DISTANCE OF 21.18 FEET. THENCE, N 00° 11' 39" W FOR A DISTANCE OF 134.68 FEET TO A POINT ON A LINE. THENCE, N 89° 54' 30" E FOR A DISTANCE OF 91.39 FEET TO A POINT ON A LINE. THENCE, N 00° 26' 19" W FOR A DISTANCE OF 329.21 FEET TO A POINT ON A LINE. THENCE, N 89° 32' 16" E FOR A DISTANCE OF 487.98 FEET TO A POINT ON A LINE. THENCE S 00° 27' 23" E A DISTANCE OF 482.89 FEET TO THE POINT OF BEGINNING.

CONTAINS 5.70 ACRES

PROJECT BASED ON STATE PLANE COORDINATES, NAD83

**Plat L**

BEGINNING AT A POINT BEING N.89°34'59"E. 1527.27' ALONG THE SECTION LINE AND SOUTH 74.86' FROM THE NORTHWEST CORNER OF SECTION 29, TOWNSHIP 9 SOUTH, RANGE 2 EAST, SALT LAKE BASE & MERIDIAN;

Thence, N 89° 18' 31" E for a distance of 271.26 feet to the beginning of a curve; Said curve turning to the right through an angle of 02° 23' 18", having a radius of 1462.00 feet, and whose long chord bears S 89° 29' 50" E for a distance of 60.94 feet. Thence, S 88° 18' 11" E for a distance of 483.13 feet to the beginning of a curve, Said curve turning to the left through an angle of 07° 38' 01", having a radius of 488.00 feet, and whose long chord bears N 87° 52' 48" E for a distance of 64.97 feet to a point of intersection with a non-tangential line. Thence, S 00° 00' 00" W for a distance of 130.60 feet to a point on a line. Thence, S 89° 52' 21" W for a distance of 697.30 feet to a point on a line.

Thence, N 90° 00' 00" W for a distance of 46.00 feet to a point on a line. Thence, N 00° 41' 29" W for a distance of 38.37 feet to a point on a line. Thence, S 89° 18' 31" W for a distance of 135.00 feet to a point on a line. Thence N 00° 41' 29" W a distance of 104.59 feet to the POINT OF BEGINNING.

CONTAINS 2.67 ACRES AND 8 LOTS

PROJECT BASED ON STATE PLANE COORDINATES, NAD83

**Plan N**

BEGINNING AT A POINT BEING N.89°34'59"E. 1528.53' ALONG THE SECTION LINE AND SOUTH 179.45' FROM THE NORTHWEST CORNER OF SECTION 29, TOWNSHIP 9 SOUTH, RANGE 2 EAST, SALT LAKE BASE & MERIDIAN;

Thence, N 89° 18' 31" E for a distance of 135.00 feet to a point on a line. Thence, S 00° 41' 29" E for a distance of 38.37 feet to a point on a line. Thence, N 90° 00' 00" E for a distance of 46.00 feet to a point on a line. Thence, N 89° 52' 21" E for a distance of 697.30 feet to a point on a line. Thence, N 00° 00' 00" E for a distance of 130.60 feet to the beginning of a non-tangential curve, Said curve turning to the left through 04° 02' 13",

having a radius of 488.00 feet, and whose long chord bears N 82° 02' 41" E for a distance of 34.38 feet to the beginning of a non-tangential curve. Said curve turning to the right through 03° 21' 04", having a radius of 712.00 feet, and whose long chord bears N 81° 42' 07" E for a distance of 41.64 feet to the beginning of a non-tangential curve. Said curve turning to the right through an angle of 96° 25' 43", having a radius of 15.00 feet, and whose long chord bears S 48° 24' 30" E for a distance of 22.37 feet to a point of intersection with a non-tangential line. Thence, N 85° 21' 16" E for a distance of 56.17 feet to the beginning of a non-tangential curve, Said curve turning to the right through an angle of 90° 11' 39", having a radius of 15.00 feet, and whose long chord bears N 44° 54' 11" E for a distance of 21.25 feet to a point of intersection with a non-tangential line. Thence, N 00° 16' 14" W for a distance of 76.00 feet to a point on a line. Thence, N 90° 00' 00" E for a distance of 77.74 feet to a point on a line. Thence, S 03° 24' 31" W for a distance of 39.48 feet to a point on a line. Thence, N 89° 57' 03" E for a distance of 15.33 feet to a point on a line. Thence, S 00° 07' 00" W for a distance of 503.16 feet to a point on a line. Thence, N 89° 00' 02" W for a distance of 11.89 feet to a point on a line. Thence, S 00° 00' 00" W for a distance of 15.08 feet to a point on a line. Thence, S 88° 52' 25" W for a distance of 28.11 feet to a point on a line. Thence, S 02° 18' 00" W for a distance of 1.19 feet to a point on a line. Thence, S 88° 46' 33" W for a distance of 887.18 feet to a point on a line. Thence, S 88° 08' 01" W for a distance of 199.35 feet to a point on a line. Thence N 00° 41' 29" W a distance of 397.71 feet to the POINT OF BEGINNING.

CONTAINS 10.07 ACRES AND 26 LOTS

PROJECT BASED ON STATE PLANE COORDINATES, NAD83

**Exhibit "B"**  
**Adopting Resolution**

**RESOLUTION NO. 08-07-2019 C**

**RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A DEVELOPMENT AGREEMENT ON BEHALF OF PAYSON CITY BETWEEN PAYSON CITY, A MUNICIPAL CORPORATION AND SPRINGSIDE MEADOWS OF PAYSON L.L.C, SPRINGSIDE MEADOWS LLC, AND SALISBURY LAND DEVELOPMENT LLC, COLLECTIVELY "DEVELOPER"**

**WHEREAS**, 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; and

**WHEREAS**, "Developer" is the owner of certain real property located in Payson, Utah and desires to develop 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; and

**WHEREAS**, Parties acknowledge that the Project property is within the Mower Addition Annexation and subject to the terms and conditions of the Mower Addition Annexation Specific Plan and Annexation Agreement, and subsequent amendments; and

**WHEREAS**, Developer requested city council action resulting in approval of a planned residential development use as provided for in Chapter 20.10, Planned Residential Development of the Payson City Municipal Code and in the terms of the Mower Addition Annexation Specific Plan and in the Annexation Agreement. The approvals are implemented through the Agreement; and

**WHEREAS**, 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 and Terms and Conditions of the Development Agreement for the Springside Meadows Subdivision in Payson City.


**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 Springside Meadows Subdivision in Payson City.

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

RESOLUTION NO. 08-07-2019 C, passed by the Payson City Council and executed this 7th day of August, 2019.

Attest:

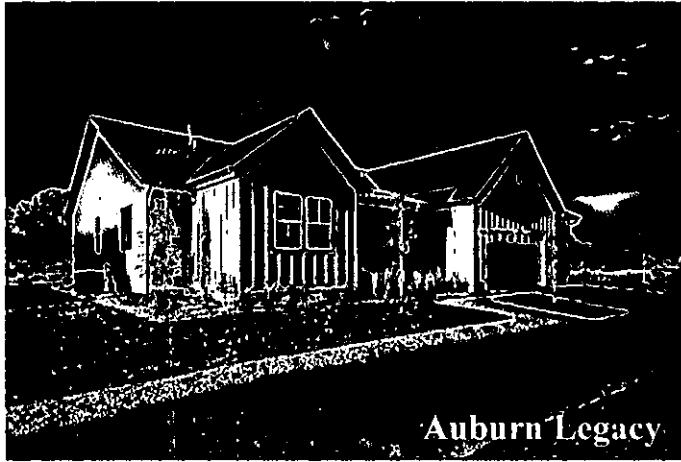
  
 \_\_\_\_\_  
 Kim E. Holindrake, City Recorder

  
 William R. Wright, Mayor

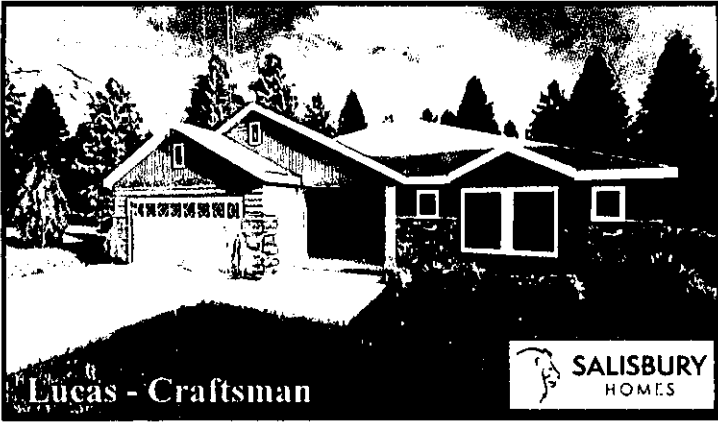


**Exhibit "C"**  
**Housing Product and Residential Design Elements**

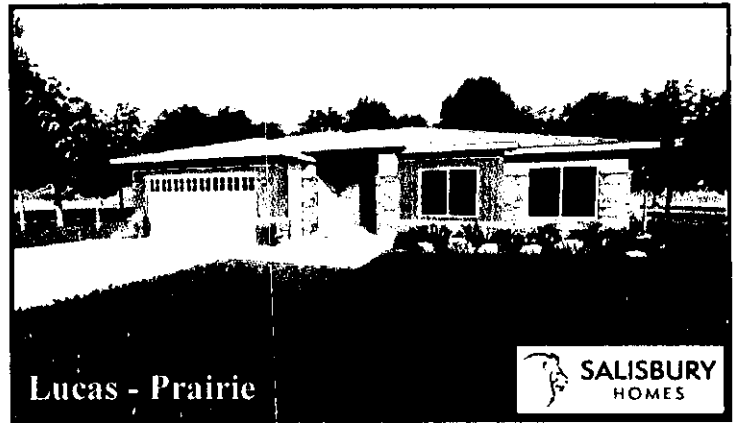
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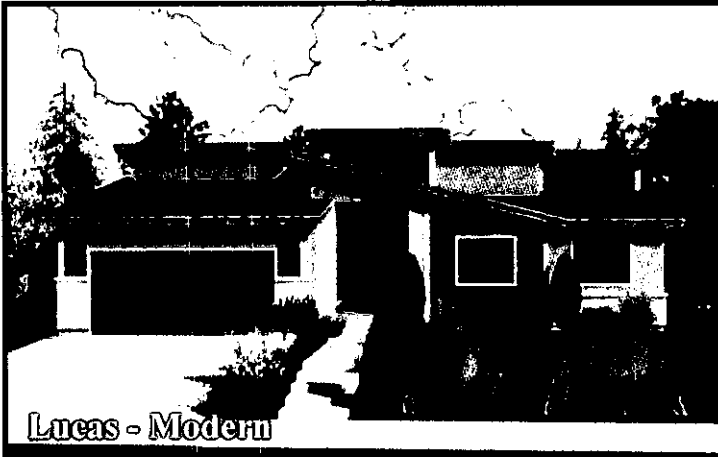
**The Durham**  
at Springwood Meadows



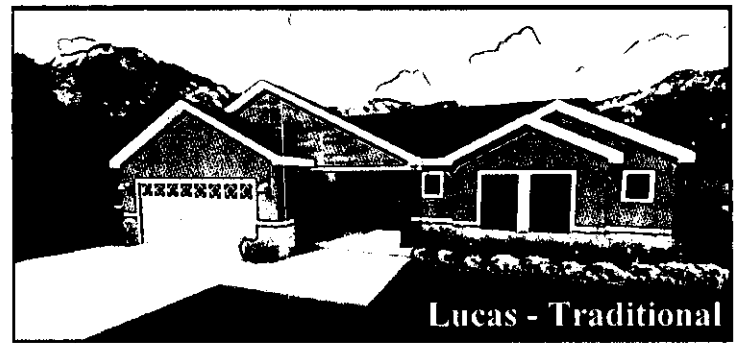
Lucas - Craftsman



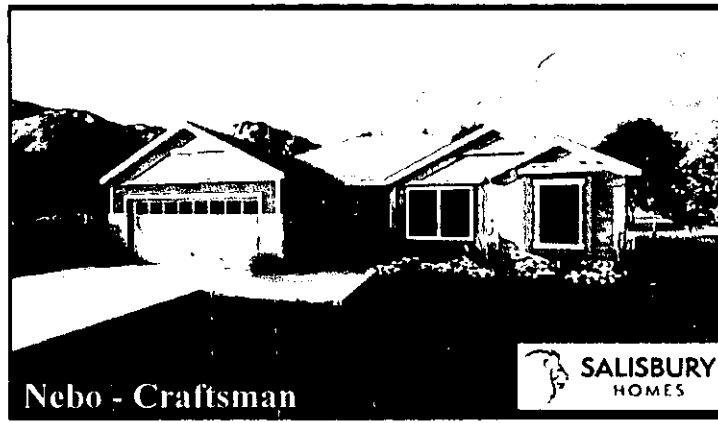
Lucas - Prairie



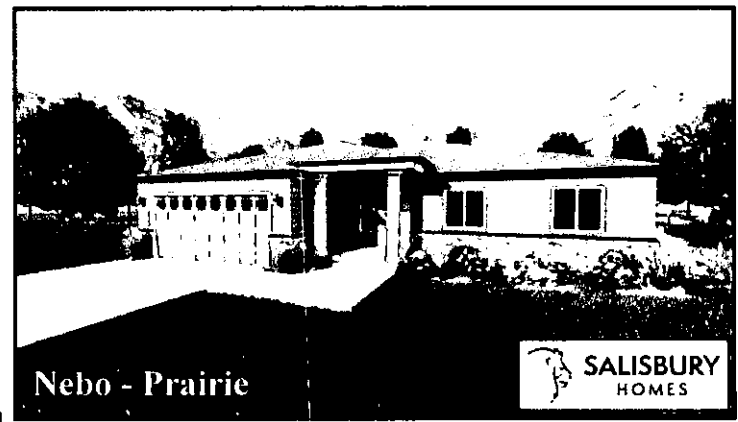
Lucas - Modern



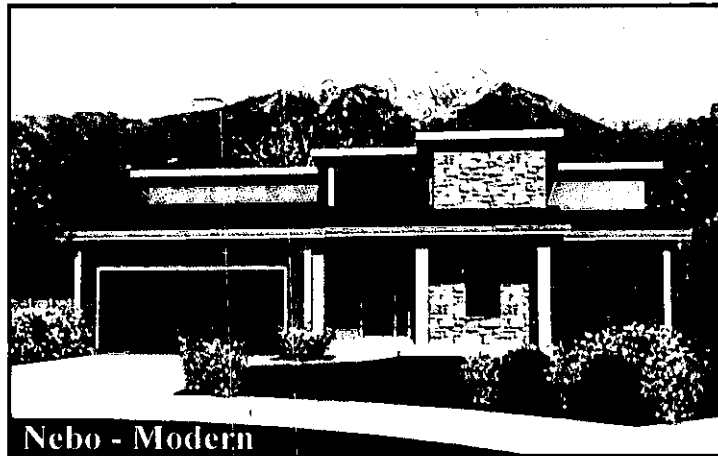
Lucas - Traditional



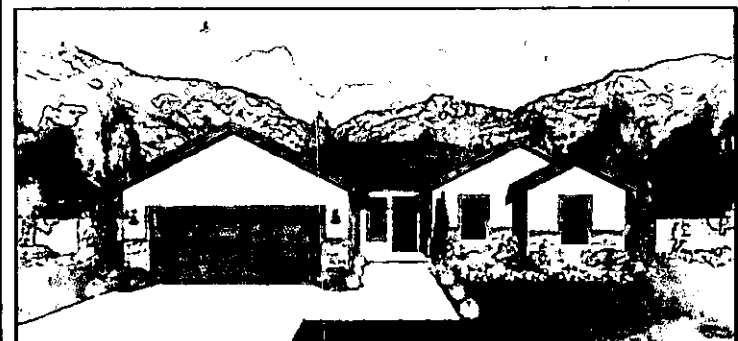
Nebo - Craftsman



Nebo - Prairie

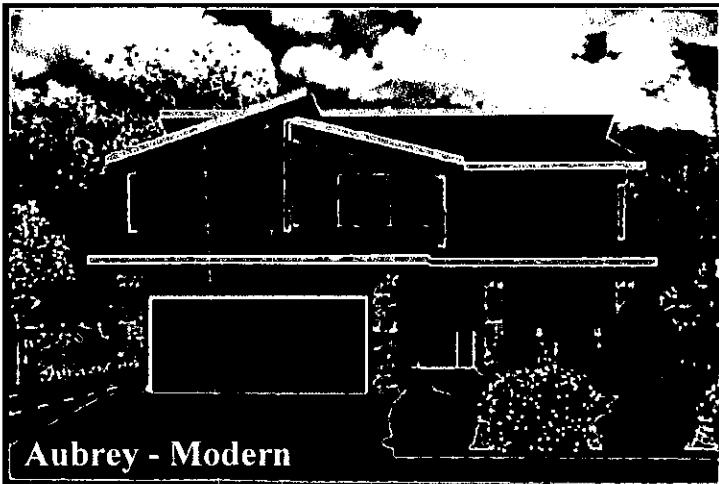
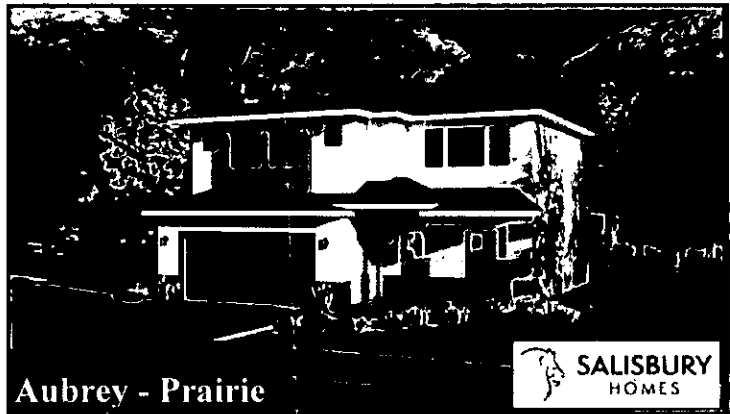
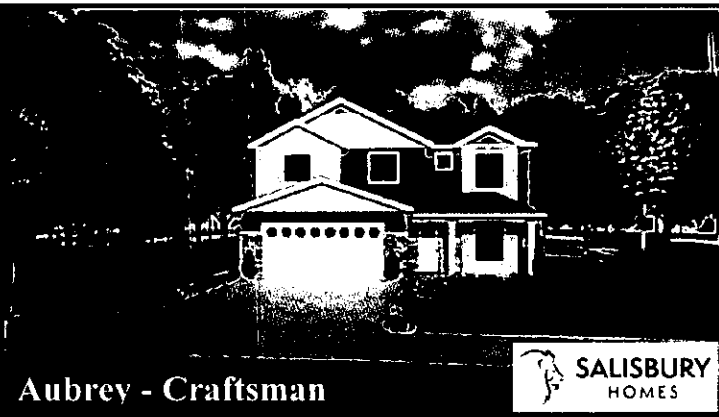
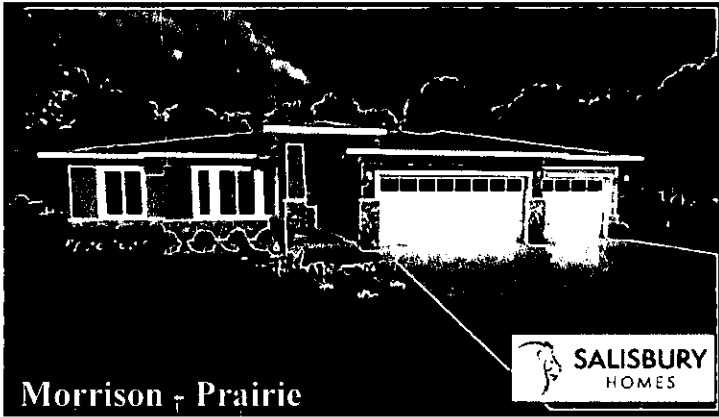
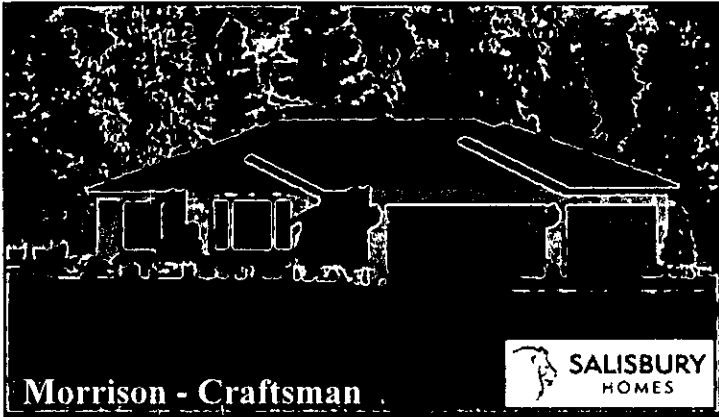


Nebo - Modern



Nebo - Traditional



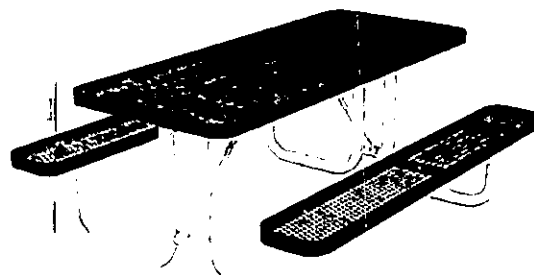
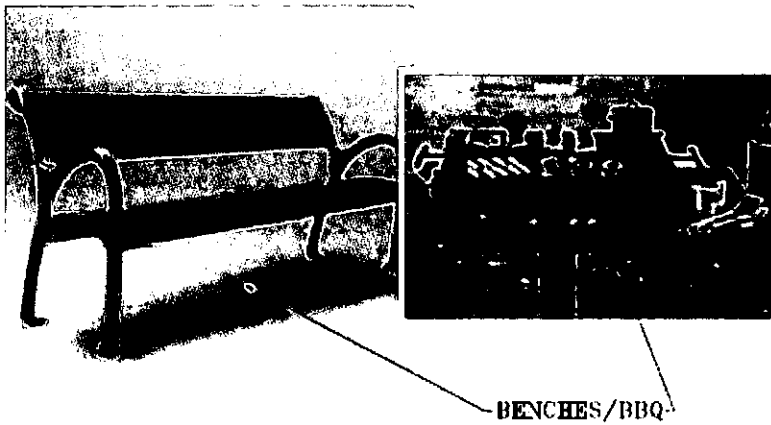
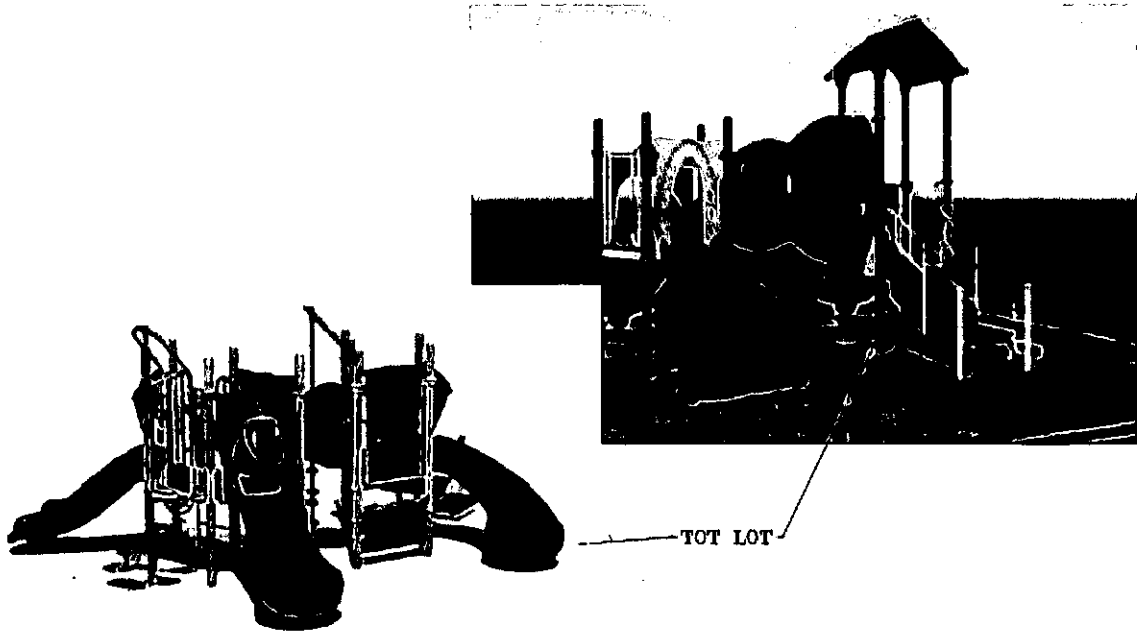






**Exhibit "D"**  
**Project Amenities, Fencing and Landscaping**

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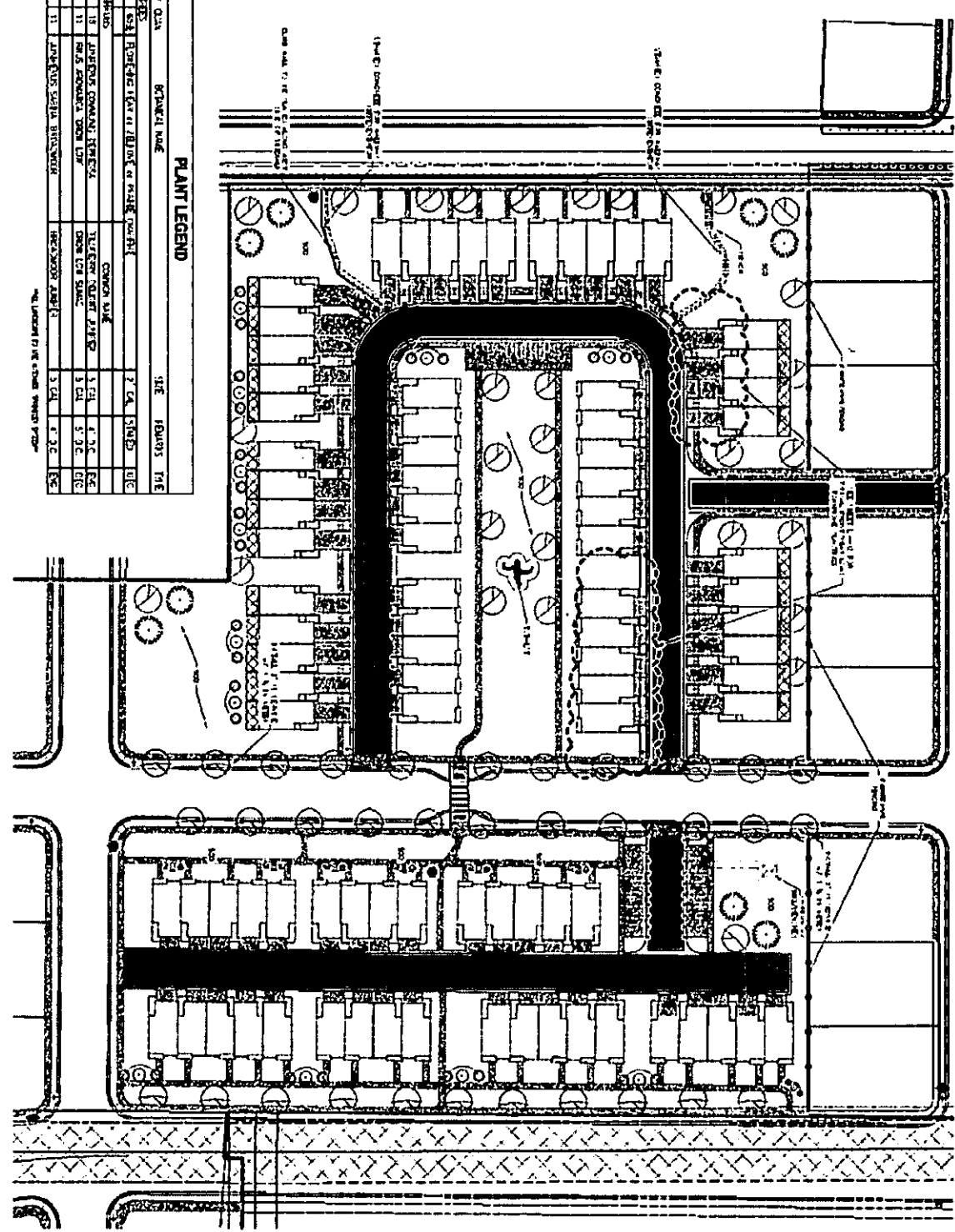


SCALE 1" = 40'  
 SCALE 1" = 80'

**LANDSCAPE NOTES:**

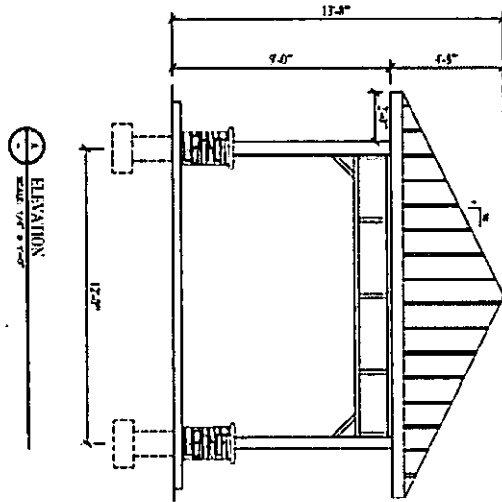
1. ALL PLANTINGS TO BE INSTALLED AS SHOWN ON THIS PLAN.  
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ITV QUA	REPLANT NAME	SIZE	QUANTITY	INTE
1	SALE	12" CA	100	100
2	SALE	12" CA	100	100
3	SALE	12" CA	100	100
4	SALE	12" CA	100	100
5	SALE	12" CA	100	100
6	SALE	12" CA	100	100
7	SALE	12" CA	100	100
8	SALE	12" CA	100	100
9	SALE	12" CA	100	100
10	SALE	12" CA	100	100
11	SALE	12" CA	100	100
12	SALE	12" CA	100	100
13	SALE	12" CA	100	100
14	SALE	12" CA	100	100
15	SALE	12" CA	100	100
16	SALE	12" CA	100	100
17	SALE	12" CA	100	100
18	SALE	12" CA	100	100
19	SALE	12" CA	100	100
20	SALE	12" CA	100	100

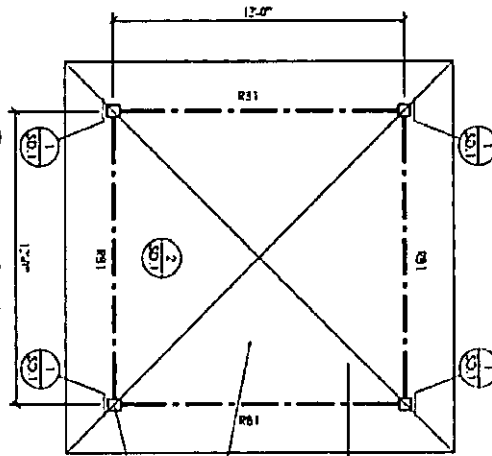


10-57	DATE: 8/19/2019	<p><b>SPRINGSIDE MEADOWS</b>                  PAYSON, UT</p>	<p>region Engineering &amp; Surveying                  1776 N. State St. #110                  Orem, UT 84057                  P: 801.376.2245                  regioneng.com</p>
	PROJECT #		

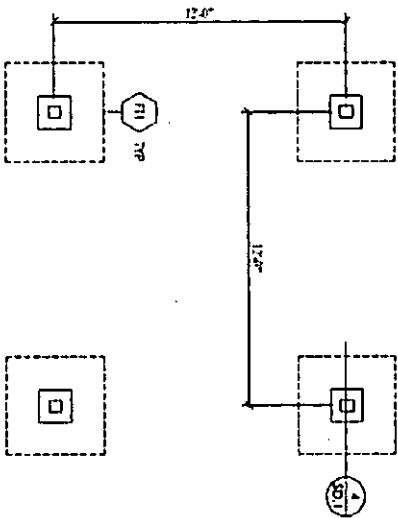




A ELEVATION  
Scale: 1/8" = 1'-0"



B ROOF FRAMING PLAN  
Scale: 1/8" = 1'-0"



C FOOTINGS AND FOUNDATION PLAN  
Scale: 1/8" = 1'-0"

NOTE:  
Size of pavilion must be consistent with  
Section III (Q)(iii) of the Development Agreement

SCALE	1" = 1'-0"
DATE	04/11/2017
PROJECT	SPRINGSIDE MEADOWS
NO.	1 OF 1

**SPRINGSIDE MEADOWS**  
PAYSON, UTAH

REVISION