

DAE ANNEXATION AGREEMENT

THIS ANNEXATION AGREEMENT ("Agreement") is entered into by and between Payson City a Municipal Corporation, (hereinafter, "Payson City" or the "City") DeVere Anderson Enterprises represented by Jeff Anderson, (hereinafter, "DAE", Developer, or "Sponsor") and the undersigned Property Owners (hereinafter, "Petitioners") to set forth the terms and conditions under which Payson City will annex certain land owned by Petitioners, consisting of approximately 213.92 acres located in unincorporated Utah County, Utah, located east of Arrowhead Trail Road between approximately 1000 North and 1400 North, as further defined below, and known herein as the DAE Annexation, The City, Sponsor, and Petitioners are sometimes collectively referred to in this Agreement as the "Parties" or individually as a "Party".

Included in the 213.92 acre Property annexation are the following parcels identified by the Utah County Parcel number and the associated acreage: Parcel #1: 30:009:0030, 68.59 acres, Parcel #2: 30:009:0037, 68.56 acres, Parcel #3: 30:009:0045, 22.88 acres, Parcel #4: 30:010:0052, 1.00 acre, and Parcel #5: 30:010:0053, 48.45 acres.

RECITALS

A. Payson City, acting pursuant to its authority under Utah Code Annotated §10-2-401, *et seq.* and 10-9a-101, *et seq.* of the Utah Code, Annotated 1953, and in furtherance of its land use policies, goals, objectives, ordinances, resolutions, and regulations, has made certain determinations with respect to the DAE Annexation and, in exercise of its legislative discretion, has elected to enter into this Agreement.

B. This Agreement is prepared pursuant to Chapter 19.12 of the Payson City Zoning Ordinance to specifically describe the rights, obligations and duties of the parties and to address zoning designation, specific plan, infrastructure and utility systems, existing and future land uses, compliance with City land use and development ordinances and regulations, and other matters related to the improvement and development of property as described in Exhibit "A".

C. The annexation and the content of this Annexation Agreement are consistent with the Payson City General Plan and the Payson City Annexation Policy Plan.

AGREEMENT

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS, CONDITIONS AND CONSIDERATIONS THAT ARE MORE FULLY SET FORTH BELOW, CITY, ANNEXATION SPONSOR, AND PETITIONERS HEREBY AGREE 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 – The Annexation Plat
Exhibit B – Arrowhead Ranch Specific Plan
Exhibit C – Adopting Ordinance

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Exhibit D – DAE Annexation Legal Description

III. Definitions

1. **Annexation** shall mean the process by which unincorporated property, the subject property of this Agreement, is brought into the municipal boundaries of Payson, Utah.
2. **Annexation Area** shall mean the total amount of real property being annexed into the municipal boundaries of Payson, Utah.
3. **Petition of Annexation** is the formal written application requesting Payson City to incorporate the petitioners' unincorporated real property into the corporate limits of Payson, Utah County, Utah.
4. **Annexation Sponsor** is DeVere Anderson Enterprises Inc. represented by Jeff Anderson and also representing the petitioners/property owners of the Petition of Annexation.
5. **Applicant** is a Corporation, LLC and an individual or group of individuals seeking approval of an activity regulated by the Payson City Municipal Code, including, but not limited to, the annexation of real property into the municipal boundaries of the Payson City.
6. **City** means the City of Payson, Utah, a municipal corporation.
7. **Development** shall mean approval of a subdivision, issuance of a building permit, or approval of any other development related activity regulated by Payson City. Development does not mean the construction of ancillary agricultural facilities built to support agricultural uses.
8. **Petitioners** are the Corporation, LLC and individuals representing, via signature, the petition for annexation.
9. **Property Owner(s)** shall mean a holder, proprietor of land, or group of owners of real property within the annexation area.
10. **Specific Plan** shall mean "The Arrowhead Ranch Specific Plan" (the "AR Plan") and represents a planning framework for the future growth and development of the approximately 214 acres in the Annexation Area that lies north of the corporate limits of Payson City.

IV. Existing Uses

The Parties agree the annexation area consists of five (5) parcels presently used for agricultural uses. A land use inventory has been generated that indicates the existing uses of the property. The existing use of each property is included in the table below. Following annexation, all land uses, including the keeping of animals, must comply with the ordinances, resolutions and policies of Payson City. If there are uses in the annexation area that are not consistent with the Payson Municipal Code, the Property Owner must demonstrate that the use legally existed prior to annexation in order to request to continue the use after annexation. Upon receipt of acceptable proof, the City Council may allow the use to continue as a non-conforming use until the property is further developed.

Utah County Parcel	Owner	Acres	Existing Uses
30:009:0030	B&D Mitchell Properties LLC	68.59	Vacant; Pastureland for grazing of livestock
30:009:0037	Thomas Craig Sumsion Becky D Sumsion	68.56	Vacant; Pastureland for grazing of livestock
30:009:0045	Richard Dean & Mary Jacquelyn Thomas	22.88	Vacant; Pastureland for grazing of livestock
30:010:0052	Clint Horn	1.00	Agricultural Building; Non-conforming parcel

DAE ANNEXATION AGREEMENT

30:010:0053	JJM Arrowhead LC	48.45	Vacant; Pastureland for grazing of livestock
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After annexation animals must be kept in accordance with Title 6, Animal Control Ordinance and the Property Owner is responsible to maintain the animals in a manner that does not create a nuisance as defined in Utah Code and the Payson Municipal Code. The Animal Control Ordinance addresses pre-existing animal rights and allowable animal units following annexation.

It is agreed that Utah County Parcel #30:010:0052, listed above, currently owned by Clint Horn, is a non-conforming parcel with Utah County and a restrictive covenant has been recorded in the Utah County Recorder's Office. Parties agree that annexation does not remedy or resolve the existing non-conforming parcel with its accompanying restrictive covenant. It is acknowledged that prior to any development or further improvement of this parcel this issue must be resolved by the property owner to the satisfaction of the City.

V. Annexation, Specific Plan, Zoning Designation and Development

The Parties agree that by ordinance, the Payson City Council has approved and adopted the DAE Annexation, the Arrowhead Ranch Specific Plan and all parcels in the annexation area of the DAE Annexation are designated as in the R-1-A, Residential-Agriculture Zone.

The Parties agree that all properties within the DAE Annexation shall comply with and are subject to the R-1-A, Residential-Agriculture Zone, Arrowhead Ranch Specific Plan and all other existing Payson City Ordinances, Codes, Regulations, Plans, Standards, and any other items deemed necessary by the City Council to further the land use and development goals of Payson City, now constituted and as amended from time to time.

Parties agree that the property in the DAE Annexation will develop in accordance with the land use designations and densities listed in the Arrowhead Ranch Specific Plan. Applicant may develop the property in accordance with the requirements of the underlying zone. All development must satisfy the applicable requirements of Federal, State, and local law, the Payson City Municipal Code, including the Zoning Ordinance, Subdivision Ordinance, Sensitive Lands Ordinance, and the Standard Specifications and Standard Plans of Payson City enacted at the time of submission of a land use application.

VI. Arrowhead Ranch Specific Plan

The Specific Plan for the DAE Annexation, known as The Arrowhead Ranch Specific Plan (the AR Plan) represents a planning framework for the future growth and development of approximately 214 acres in the Annexation Area. The Arrowhead Ranch Specific Plan, includes information about existing uses, existing and future infrastructure, anticipated land uses and densities, environmental hazards, transportation and circulation, among other things.

Existing Infrastructure and Future Development

The AR Plan indicates there is limited infrastructure in the annexation area and the uses of the surrounding properties are currently similar to those of the AR Plan Area such as agricultural and livestock grazing. As the Annexation Area develops, adequate infrastructure connection locations in Payson City, will be determined. Additional development will require

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extending existing utilities and infrastructure to the development project property. There may also be significant upgrades to existing utility systems and potentially installation of new systems. The costs associated with designing, installing and extending the existing utilities and infrastructure systems will be borne by various entities, including Petitioners, Property Owners, Developers, and Builders, with coordination assistance from Payson City, where appropriate.

At the time of development should the City and DAE, Developer or Owner determine that the DAE, DAE, Developer or Owner should upscale the size of municipal service(s) extended to the development by the DAE, Developer or Owner, the City may participate in the cost of upscaling of such municipal service(s).

Also, at the time of development should the DAE, Developer or Owner extend municipal services along the frontage of undeveloped properties in order to reach the proposed development, the City may allow the DAE, Developer or Owner to enter into a reimbursement agreement with the City for the collection of reimbursement of a pro rata portion of the original costs of the extension of the municipal services past the undeveloped properties from future developers or owners at such time as new connection(s) to the extended services are requested.

At a minimum a 12" culinary waterline and an 18" pressure irrigation waterline are required to be installed in Arrowhead Trail Road to service this development area. The cost of installing these waterlines for both the required frontage and the offsite portion to get the lines to the property is the responsibility of Developers or Owners of property in the development area.

Land Use and Density

The density is calculated on a gross acreage basis, not to include roads and areas identified as parks and trails, open space and wetlands. Refer to Exhibit "B" – Arrowhead Ranch Specific Plan for a graphic representation of the Specific Plan Map. Each land use designation is further described in the Specific Plan.

Transportation, Circulation, and Access

Arrowhead Trail Road will serve as an arterial road. Development within the DAE Annexation area will be deployed to limit access to Arrowhead Trail Road and provide for the necessary 110' foot right-of-way dedication to accommodate Arrowhead Trail Road width. The transportation system must provide proper connectivity through the grid system, to the extent possible, with the existing street and future collector and arterial status streets and beltways in order to network and accommodate future transportation corridors, including connections on a local and regional level. The roads and streets developed in the Annexation Area shall be constructed in such a manner as to satisfy the Standard Specifications and Standard Plans of City, unless an alternative design is approved by City. Any development shall include active transportation facilities that will allow safe movement of pedestrians through the annexation area. Trails, bike lanes, commuter routes, transit locations, and recreation facilities must be contemplated in development of the Annexation Area connecting with existing and planned facilities in the community.

Wastewater System

Development within the annexation area will require the installation of supplementary sewer facilities. City discourages the installation of smaller individual systems. Applicants are required to participate in a larger wastewater system designed to benefit multiple landowners. Sewer must be served by off-site regional lift station to avoid multiple force mains in the

DAE ANNEXATION AGREEMENT

roadways and maintenance concerns. Individual systems, if approved by the City, will be owned and maintained by the applicant, property owner, or developer, as applicable.

Electrical Considerations

Following annexation, Payson City has the right to provide electrical service to the annexed area. Provision of electrical service for existing and future electrical customers must satisfy the regulations of Federal, State and local law or ordinance, and any other service provider obligations. Applicants and City will work together to secure easements or needed land dedication to provide electrical facilities.

Parks and Open Space

Development of the Annexation Area will include parks, active recreation, and open space to accommodate the needs of the additional residential development within the annexed area. The size of the parks and open space will need to be consistent with the level of service adopted by the Payson City Council. The design of parks and open space may not include wetlands and storm water basins to satisfy the minimum open space requirement.

Water Transfers

Applicants for development approval must transfer to the City adequate water to serve any development within the annexation area consistent with the regulations of Title 10, Water Ordinance. Although applicants are not required to transfer water at the time of annexation, no development, as defined in Section III herein, will be approved until the transfer of water has been completed. City recognizes that Petitioners and Property Owners are utilizing different sources of water to serve existing uses in the annexation area. Petitioners and Property Owners may continue utilizing these sources of water until the property is further developed. At the time of development, Applicants will only be required to dedicate sufficient water to satisfy City's water dedication requirements for each final plat pursuant to Title 10. All excess water will remain the property of the Applicant or Property Owner, as applicable.

Municipal Utility Connections

Applicants agree that all municipal utility services required at the time of development shall be installed by the Applicant and all impact, connection and related development fees shall be paid when development occurs. Existing structures shall be connected to municipal utility services when the municipal utility service(s) is/are within 300 feet of the existing structure or when the parcel on which the structure is located is developed, as determined by City. If connection of an existing structure will require substantial improvement of utility systems or the installation of facilities such as a lift station, the connection may be delayed until the connection can occur in a more feasible and cost effective manner. All applicable impact, connection and related development fees shall be those fees in place at the time an application for development is submitted or when the existing structures are required to connect to the municipal utility services.

VII. Compliance with Land Use and Development Ordinances and Regulations

Nothing in this Annexation Agreement shall be deemed to relieve Petitioners, Property Owners, or Applicants from the obligation to comply with all applicable Federal, State, and local

DAE ANNEXATION AGREEMENT

law and requirements of City necessary for approval of future development proposals. Development approval shall include the payment of applicable fees and be in compliance with all other applicable ordinances, resolutions, regulations, policies and procedures of Payson City, including but not limited to, the Payson City Zoning Ordinance, Subdivision Ordinance, and Standard Specifications and Standard Plans.

VIII. Entire Agreement

This Annexation Agreement and the documents incorporated into it by reference shall constitute the entire agreement among the Parties. Any prior discussions, understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.

IX. Reserved Legislative Powers

Nothing in this Annexation Agreement shall limit the future exercise of the police power by City in enacting zoning, subdivision, development, transportation, environmental, open space, and related land use plans, policies, ordinances and regulations after the date of this Agreement.

X. Agreement to Run With the Land

This Annexation Agreement shall be recorded against the land included in the annexation to Payson City and shall run with the land and shall be binding on all successors and/or assigns of the land or development of any portion or phase of the property.

XI. Assignment

Neither this Annexation Agreement nor any of the provisions, terms or conditions hereof can be assigned to any other party, individual or entity without assigning the rights as well as the responsibilities under this Agreement and without the prior written consent of City, which shall not be unreasonably withheld.

XII. No Joint Venture, Partnership or Third Party Rights

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

XIII. Amendment

This Annexation Agreement cannot be amended, altered, or modified in any manner except by a written amendment signed by each of the Parties.

XIV. Severability

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

DAE ANNEXATION AGREEMENT**XV. Default**

Should the proponent of an annexation default on any provisions of the agreement, the City may pursue appropriate legal action to enforce the provisions of the agreement, including revocation of the annexation and disconnection from the City.

XVI. Dispute Resolution

Any dispute regarding the construction or interpretation of any provision of this Agreement, or regarding any determination of an issue of fact, shall be referred for resolution to a committee consisting of two individuals selected by each party.

If the dispute is not resolved by such committee, within thirty (30) days after the dispute is referred to such committee, then the parties shall refer the dispute for resolution to a single mediator, agreed upon by the parties.

If the parties are unable to agree upon a single mediator, the matter shall be referred to a three member mediation panel. Each party shall select a mediator, and the two mediators so selected shall select a third mediator. Mediators shall be independent of the parties and shall be recognized and approved by State and/or federal courts as qualified and experienced mediators/arbitrators, or otherwise satisfactory to the parties. Each party shall pay its own costs and fees. The parties shall jointly pay for the costs and fees of the selected mediator(s).

If the dispute cannot be resolved by the mediator or mediation panel within ninety (90) days from the date of a final determination by the committee, the dispute may be brought before a court or other tribunal on the basis of a de novo review. A matter may only proceed to court after exhausting the above procedures.

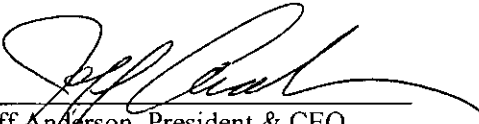
XVII. Effective Date

This Agreement is effective upon filing and recordation of the annexation ordinance, annexation plat, and this Annexation Agreement in compliance with state annexation filing requirements, pursuant to the Utah Code Annotated Section 10-2-425.

(Signature Pages to Follow)

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ACKNOWLEDGEMENT BY ANNEXATION SPONSOR AND PETITIONERS

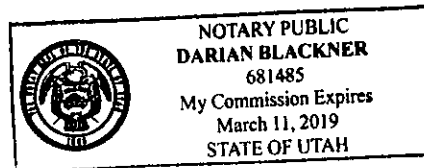

 Jeff Anderson, President & CEO
 DeVere Anderson Enterprises, Inc.

STATE OF UTAH)
 : ss
 COUNTY OF UTAH)

On the 3 day of may, 2018, before me Darian Blackner, a Notary Public in and for the State of Utah, Jeff Anderson, proved on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.


 NOTARY PUBLIC



DAE ANNEXATION AGREEMENT

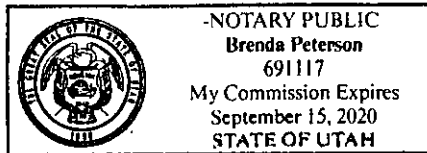
ACKNOWLEDGEMENT BY ANNEXATION SPONSOR AND PETITIONERS

Blaine W Mitchell, Manager
B&D Mitchell Properties, LLC

STATE OF UTAH)
 : ss
COUNTY OF UTAH)

On the 19 day of March, 2018, before me Brenda Peterson a Notary Public in and for the State of Utah, Blaine W Mitchell proved on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



Brenda Peterson
NOTARY PUBLIC

DAE ANNEXATION AGREEMENT

ACKNOWLEDGEMENT BY ANNEXATION SPONSOR AND PETITIONERS


 JJM Arrowhead LC, Manager

STATE OF UTAH)
 : ss
 COUNTY OF UTAH)

On the 10th day of March, 2018, before me Melanie Johnson, a Notary Public in and for the State of Utah, Pedro Chinchay, proved on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.


 NOTARY PUBLIC



DAE ANNEXATION AGREEMENT

ACKNOWLEDGEMENT BY ANNEXATION SPONSOR AND PETITIONERS

Thomas Craig Sumsion, Property Owner

STATE OF UTAH)

: ss

COUNTY OF UTAH)

On the ____ day of _____, 2018, before me _____, a Notary Public in and for the State of Utah, _____, proved on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

NOTARY PUBLIC

DAE ANNEXATION AGREEMENT

ACKNOWLEDGEMENT BY ANNEXATION SPONSOR AND PETITIONERS

 Becky D Sumsion, Property Owner

STATE OF UTAH)
 : ss
 COUNTY OF UTAH)

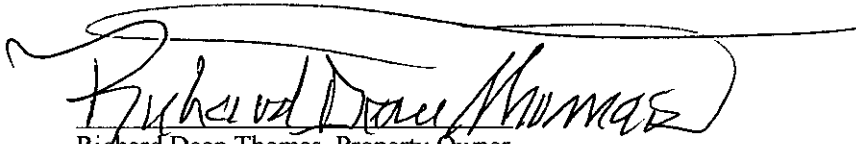
On the _____ day of _____, 2018, before me _____, a Notary Public in and for the State of Utah, _____, proved on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

 NOTARY PUBLIC

DAE ANNEXATION AGREEMENT

ACKNOWLEDGEMENT BY ANNEXATION SPONSOR AND PETITIONERS



Richard Dean Thomas, Property Owner

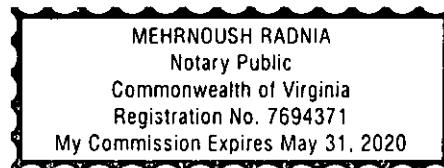
STATE OF UTAH) Virginia

COUNTY OF UTAH) ss Fairfax

On the 16 day of March, 2018, before me Mehrnoush Radnia, a Notary Public in and for the State of Utah, Richard Dean Thomas proved on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged to me that they executed the same.

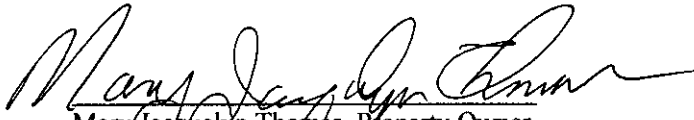
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.


NOTARY PUBLIC



DAE ANNEXATION AGREEMENT

ACKNOWLEDGEMENT BY ANNEXATION SPONSOR AND PETITIONERS

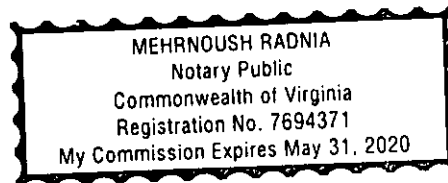

 Mary Jacquelyn Thomas, Property Owner

STATE OF UTAH) Virginia
 : ss
 COUNTY OF UTAH) Fairfax

On the 16th day of March, 2018, before me Mehrnoush Radnia, a Notary Public in and for the State of Utah, Mary Jacquelyn Thomas proved on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged to me that they executed the same.

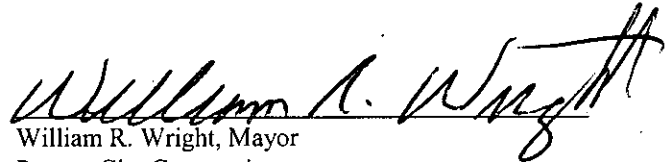
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.


 NOTARY PUBLIC

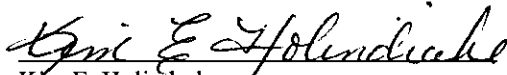


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ACKNOWLEDGMENT BY PAYSON CITY


 William R. Wright, Mayor
 Payson City Corporation

Attest:

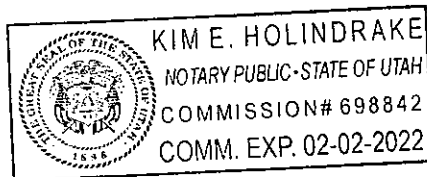

 Kim E. Holindrake,
 Payson City Deputy Recorder



STATE OF UTAH)
 : ss
 COUNTY OF UTAH)

On this 2nd day of May, 2018, before me Kim E. Holindrake, a Notary Public, personally appeared WILLIAM R. WRIGHT, proved on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged to me that she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.





 NOTARY PUBLIC

DAE ANNEXATION AGREEMENT

Exhibit A
The Annexation Plat

(I CHAD A POLAROID 90 MIRROR CENTER THAT I AM A PHOTOGRAPHIC, LENS SUPERVISOR, AND THAT I WOULD CERTAINLY NOT BE IN THE INTERESTED PEOPLE IN THE LINE OF THE STATE OF MARYLAND. CERTAINLY NOT THE PLAN OF AMBASSADOR TO THE COMMISSIONER'S OFFICE OF PUBLIC RELATIONS, WITHIN A THREE AND ONE-HALF HOURS. PEOPLE RECOGNIZED ME IN THE OFFICE OF THE VICE CHAIRMAN, READING.

[illegible]

THE NEW LAB also is a step toward the CEI's broader goal of increasing the number of scientists and engineers in the United States. The CEI estimates that the United States has lost 100,000 scientists and engineers since 1960, and that the country is losing 10,000 more each year. The CEI estimates that the United States has lost 100,000 scientists and engineers since 1960, and that the country is losing 10,000 more each year. The CEI estimates that the United States has lost 100,000 scientists and engineers since 1960, and that the country is losing 10,000 more each year.

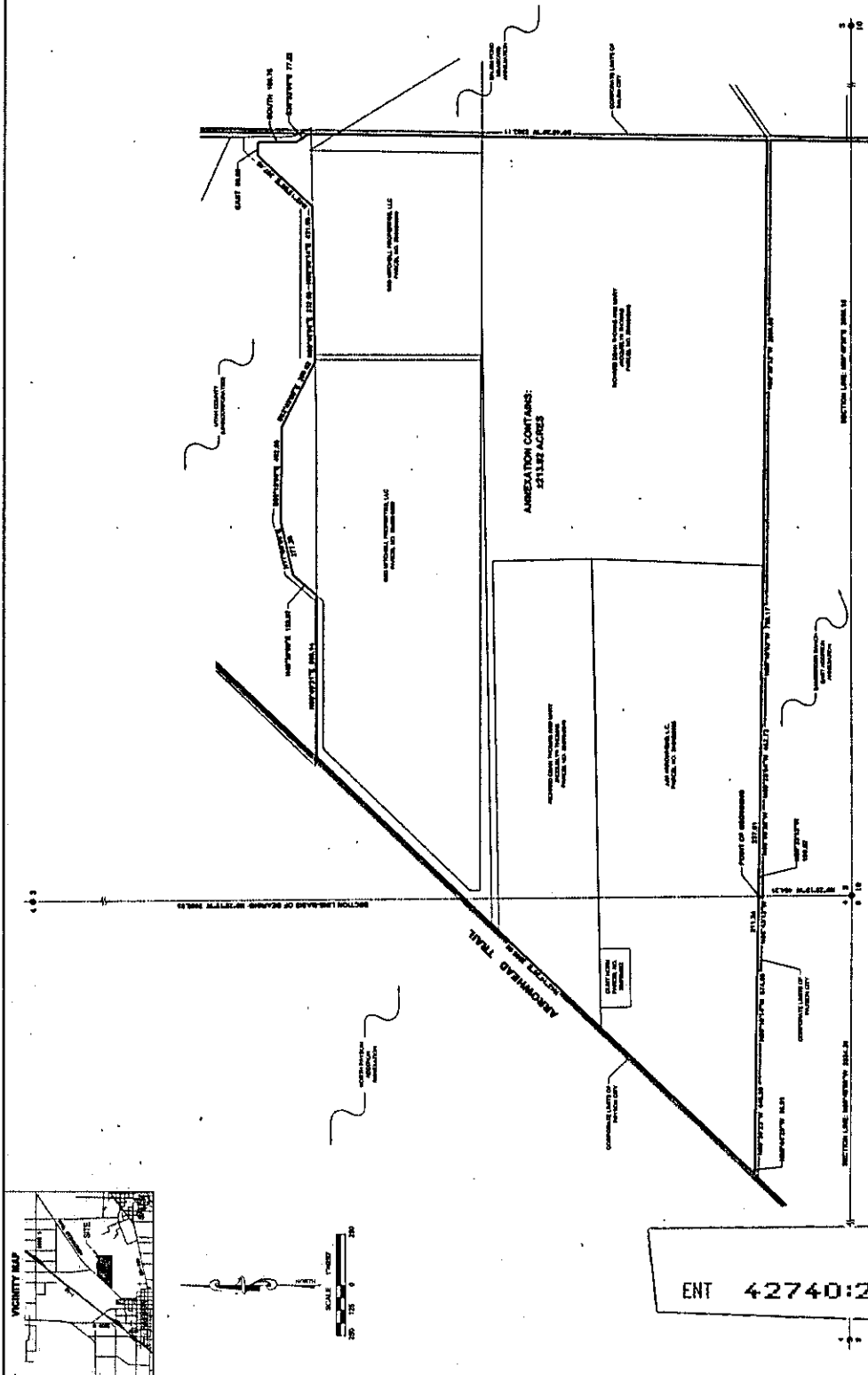
[illegible]

ATTENTION: Enrique M. Delacruz
Deputy of MED-0082

ACCEPTANCE BY COUNTY SURVEYOR

County of Los Angeles
 - Gary R. Pettibone - Jan 19, 2018

PAYSON CITY



LEGEND	
	RESEARCH CHAIRMAN
	RESEARCH ASSISTANT
	RESEARCH ASSISTANT
	RESEARCH ASSISTANT

THE NAME OF MANAGER FOR THE SERVICE OF THE COMPANY IS MANAGER AND THE NAME OF THE COMPANY IS MANAGER AND THE NAME OF THE COMPANY IS MANAGER.

Exhibit B
Arrowhead Ranch Specific Plan

ARROWHEAD RANCH

SPECIFIC PLAN – DAE ANNEXATION



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1.0 INTRODUCTION

The Arrowhead Ranch Specific Plan (the AR Plan) and the DAE Annexation, which was approved by the Payson City Council on December 20, 2017, represents a planning framework for the growth and development of approximately 214 acres in the currently unincorporated area that lies north of the corporate limits of Payson City. The AR Plan has been developed with a general analysis of environmental conditions and input from City decision makers and it also includes general land use guidelines.

The primary purpose of the AR Plan is to provide Payson City officials the necessary information to approve annexing and zoning for the 214 acres into the City, while creating an overview of how future infrastructure (roads, trails, water, sewer, irrigation, etc.) will interface with the City's existing infrastructure.

The AR Plan is the mechanism that will insure that development, for the AR Plan Area, will occur in an orderly manner.

2.0 PLAN AREA DESCRIPTION

2.1 Location

As shown in Exhibit 1 of the Appendix, the AR Plan Area is located at the northeast corner of Payson City, with the AR Plan Area's east boundary being contiguous to Salem City, and the northwestern boundary of the AR Plan Area being Arrowhead Trail.

Exhibit 1 also shows the extents of Arrowhead Trail, Interstate 15, the Payson Main Street / Interstate-15 Interchange, and the Benjamin-Spanish Fork / Interstate-15 Interchange, and the surrounding Bamberger Ranch P-C Zone Plan, previously approved by Payson City.

2.2 Site Characteristics

The AR Plan Area is comprised of relatively flat land (less than 0.5% slope) that has a gentle northwest slope toward Utah Lake. The southern portion of the AR Plan Area contains various stands of non-native invasive trees and heavy vegetation, the eastern portion contains areas of ponding water and ditches/streams, and the north area consists mostly of open grassland vegetation.

3.0 EXISTING USES

The primary use of the AR Plan Area has been to pasture livestock. It is likely that the land has also been historically used for agricultural purposes. There are no existing habitable structures within the AR Plan Area.

The uses of the surrounding properties are currently similar to those of the AR Plan Area – agricultural and livestock grazing.

4.0 EXISTING & FUTURE INFRASTRUCTURE

Because the AR Plan Area currently lies in an unincorporated area of Utah County, it lacks adequate water, sewer, irrigation, drainage, and power infrastructure. The following sections will address the existing and future availability of each utility.

4.1 Culinary Water

According to Payson City's current GIS map, there is a 12-inch culinary waterline in Arrowhead Trail that dead-ends approximately 500 feet north of Blackhawk Street.

The existing waterline will need to be extended along the entire frontage of the AR Plan Area. The City has determined that the extended waterline will need to be a 12" diameter line. Future development in the AR Plan Area will install adequate waterline looping within the AR Plan Area, as well as proper fire hydrant spacing. The City has recommended that the waterline loop through the AR Plan Area be a 10" diameter line. It was mentioned, by City officials, that regional water looping will be needed to improve adequate water flow to the surrounding developments (Bamberger Ranch, Villages at Arrowhead Park, Arrowhead Ranch) in the north region of Payson City.

As Arrowhead Ranch develops, adequate waterline connection locations for neighboring properties, in Payson City, will be determined.

4.2 Sanitary Sewer

The nearest sanitary sewer line (24-inch) location is at the intersection of Arrowhead Trail and Blackhawk Street, approximately 1700 feet away from the AR Plan Area. The surface elevation at the Blackhawk/Arrowhead Trail intersection is roughly 30 feet higher than the surface area of Arrowhead Trail near the southern end of the AR Plan Area, and approximately 50 feet higher than the northern end of the AR Plan Area. Because the wastewater treatment plant is much higher than the AR Plan Area, it is imperative that a sewer lift station is installed; or some other method of treating wastewater becomes available.

Conversations with Payson City Officials have determined that Arrowhead Ranch will need to install an offsite gravity-flow line to connect to a sewer lift station within the Villages at Arrowhead Park development to the northwest. It is expected that Arrowhead Ranch will combine efforts with the Villages at Arrowhead Park development to construct a regional sewer lift station that the City would own, maintain, and operate. The City has committed to assist in the coordination of the nearby developments for the purpose of combining resources to construct the sewer lift station.

Payson City is currently discussing with Salem City, the possibility of servicing future Payson City developments in the area with a new Salem City sewer treatment plant to the north. If these negotiations are successful, and all necessary agreements and arrangements are in place, Arrowhead Ranch will work to combine resources with the Villages at Arrowhead Park to construct adequate offsite conveyance facilities to permanently connect with an operational Salem City Treatment Plant.

Arrowhead Ranch shall have the right to construct a sewer lift station, within the AR Plan Area, if all the following events occur, which does not allow for sewer services for Arrowhead Ranch:

1. The temporary sewer lift station, located at the Villages at Arrowhead Park does not become operational.
2. The anticipated new Salem City wastewater treatment agreement to service Payson City / Arrowhead Ranch is not approved or operational.
3. Payson City has not secured the anticipated offsite regional sewer lift station site and all required easements despite Arrowhead Ranch and Payson City's "Best Efforts".

Arrowhead Ranch agrees that a sewer lift station, in the AR Plan Area, would likely be only temporary until a regional option becomes available.

4.3 Pressurized Irrigation

The nearest pressurized irrigation line is a 10-inch line, located on Arrowhead Trail, about 500 feet north of Blackhawk Street.

The existing pressurized irrigation line will need to be extended northward on Arrowhead Trail across the frontage of the AR Plan Area. The City has determined that the extended irrigation line will need to be an 18" diameter line. Pressurized irrigation lines will be installed throughout future development to ensure that all properties will be serviced.

4.4 Roadways

Arrowhead Trail is the only public street that exists within or near the AR Plan Area. It is likely that Arrowhead Trail will serve as a regional collector road for Payson, Salem, and Spanish Fork. It will also assist the traffic flow to-and-from the Payson Main Street and Benjamin I-15 interchanges.

Arrowhead Trail will be widened, along the easterly frontage, to accommodate future traffic flows. The City has determined that Arrowhead Trail will need to have a 110' right-of-way (55' offset from the centerline of existing asphalt), which extends from the back of the west sidewalk to the back of the east sidewalk.

Adequate roads will be installed, within the AR Plan Area, to ensure that proper traffic circulation will be available for all the future properties in the AR Plan Area.

Arrowhead Ranch will procure an adequate traffic study (or studies), as required by the City, and implement the recommendations of the study (or studies).

4.5 Irrigation Canals

According to the Canal Company Boundary Map, found on the Strawberry Water Users Association (SWUA) website, the AR Plan Area lies within the Salem Irrigation & Canal Company boundary. A representative from the canal company was contacted and he indicated that there are no mainline ditches that traverse the AR Plan Area. There are, however, some ditches, south of the AR Plan Area, that channel irrigation tail water to the slough area on the east portion of the AR Plan Area. The water then migrates to the north and discharges into Beer Creek, outside the AR Plan Area.

As the project progresses toward a more detailed design, we will coordinate, with the appropriate canal companies, as well as the Army Corps of Engineers, a more efficient way to channel irrigation tail water toward Beer Creek.

4.6 Drainage Facilities

As the AR Plan Area consists of unincorporated agricultural land, there are no official Payson City drainage systems available to discharge storm water runoff. There are some irrigation tail water ditches and sloughs that may present opportunity to integrate into future drainage system design.

Beer Creek is listed on the Environmental Protection Agency's (EPA) 303(d) Category 5 List, which indicates that Beer Creek is an impaired water for nitrogen-ammonia. As the existing irrigation ditches and sloughs eventually drain into Beer Creek, care will be taken to design storm drainage systems that will conform with the EPA National Pollutant Discharge Elimination System (NPDES), United States Army Corps of

Engineers (USACE), Utah Department of Natural Resources (DNR), as well as local canal company regulations.

Exhibit 2 of the Appendix shows the location of the nearest utilities.

5.0 LAND USE

5.1 Densities

The Arrowhead Ranch Plan is a development of primarily residential uses with a distribution of low-density single-family residential (LDR), medium-density single-family residential (MDR), high-density single-family residential (HDR) multi-family residential (MFR), and open space / park facilities (OS). The residential uses will preserve and enhance the quality of living in residential neighborhoods; encourage a variety of dwelling types and locations and a range of population densities; and ensure adequate light, air, privacy, and open space.

Low-Density Single-Family Residential – one of the major components of the LDR area is to preserve the rural atmosphere of the area and to integrate and protect natural features and sensitive areas. The LRD area will target 10,000 square foot lot sizes and will consist of single family homes.

Medium-Density Single-Family Residential – the MDR area will serve as a buffer between the high-density areas and the low-density areas. The single-family densities of the MDR area will allow for the development of a more walkable community. The location of the MDR areas will also allow for shorter drive times to essential facilities such as work, shopping, etc. The MDR area will target 8,000 square foot lots and will allow for a large distribution of home size.

High-Density Single-Family Residential – HDR development offers more efficient provision of public services such as: utilities, roadways, and emergency services. HDR development also serves to protect our natural environment by accommodating more concentrated residences that will allow for more open space to preserve and protect. The HDR area will reduce the drive times to essential facilities and will promote a walkable community. The HDR area will target 7,500 square foot single family lots, as well as 4,500 square foot twin home lots.

Multi-Family Residential – MFR development offers communities a method for protecting natural resources and character, as well as fulfill a growing housing market demand. As the MFR areas are positioned nearest the essential facilities, they offer access to those facilities by foot, bicycle, public transit, or automobile. The MFR area will vary in size and composition and will strive to provide convenient living along with useable open space to accommodate the needs of the residents.

The AR Plan will incorporate open space, parks, and trailways, in effort to serve and unite the Arrowhead Ranch residents. The AR Plan will also provide opportunities for the public to enjoy the preserved natural features within the development.

The build-out for Arrowhead Ranch is as follows:

Low-Density Residential (LDR) Area:

Total Net Acreage:	35.20 Acres
Total Units in LDR Area:	153 Units
Net Density of LDR Area:	4.35 Units/Acre

Medium-Density Residential (MDR) Area:

Total Net Acreage:	24.43 Acres
Total Units in MDR Area:	118 Units
Net Density of MDR Area:	4.83 Units/Acre

High-Density Residential (HDR) Area:

Total Net Acreage:	35.78 Acres
Total Units in HDR Area:	208 Units
Net Density of HDR Area:	5.81 Units/Acre

Multi-Family Residential (MFR) Area:

Total Net Acreage:	48.46 Acres
Total Units in MFR Area:	485 Units
Net Density of MFR Area:	10.01 Units/Acre

Open Space / Parks:

Total Acreage:	27.80 Acres
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* The total amount of open space within the annexation area must consistent with the City adopted level of service (7.09 acres / 1000 population).

Total Gross Acreage of Plan Area:	213.9 Acres
Total Residential Units (Projected):	964 Units

Exhibit 3 of the Appendix shows how the above uses will be distributed throughout the AR Plan Area.

5.2 Housing Products

The Low-Density, Medium-Density and High-Density Areas will primarily consist of single-family homes, both attached and detached. The homes will vary in design, based on the specific goals of each phase of the Arrowhead Ranch project and the specific lot sizes. These areas will promote the preservation of the current rural feel of the area and preservation of any significant natural features.

The Multi-Family Residential Areas will primarily consist of townhome-style residential units and small-scale apartments. These residential uses will encourage community interaction and create common-use areas for leisure and recreation activities. These areas will be positioned close enough to collector and arterial streets to utilize future public transportation and local businesses.

6.0 ENVIRONMENTAL HAZARDS

6.1 *Wetlands / Floodplains*

The eastern portion of the AR Plan Area contains areas of surface water that range from ephemeral to persistent. Based on the National Wetland Inventory Maps, there are three different freshwater emergent wetland classifications in the AR Plan Area: PEM1A, PEM1C, and PEM1F. Of the wetlands in the AR Plan Area, the PEM1A classification consist of 57% of the total wetland area, PEM1C consists of 39%, while the PEM1F consists of 4%.

The water regime of the PEM1A classification is temporary flooded, meaning that surface water may be present for brief periods during the growing season and the water table usually lies well below the soil surface. The PEM1C classification indicates that the wetland area may be seasonally flooded during the growing season and is absent by the end of the growing season and the water table is usually below the soil surface. The PEM1F classification indicates that the wetland area may be semi-permanently flooded. The surface water is persistent through the growing season and, in the absence of surface water, the groundwater table is very near the soil surface.

It is important to note that the National Wetland Inventory Maps are not intended to be specific evaluation of wetland boundaries, the maps serve to inform the public of areas that may be prone to wetland activities and flooding.

As the project progresses, a detailed wetland delineation will take place to further define the specific wetland classifications. This will provide valuable information on how to integrate wetland areas into the project.

6.2 *Seismic – Fault Lines*

Based on the Utah Geologic Survey Division and their Surface Fault Rupture Study for the Wasatch Front, there are no faults in the AR Plan Area. The nearest fault line lies approximately one mile to the southwest through the center of Payson City.

6.3 Soil Structure

According to maps produced by the Natural Resources Conversation Service (NRCS), most of the soil in the AR Plan Area is comprised of sandy loam (western portion) and silty clay (eastern portion). The majority of the clay tends to be nearest the wetland portions of the AR Plan Area.

More comprehensive geotechnical/soil studies will take place as the project progresses.

7.0 TRANSPORTATION AND CIRCULATION

7.1 General Transportation

With the amount of future development that will occur in the area, Arrowhead Trail Road will likely serve as an arterial road. With that in mind, Arrowhead Ranch will be developed to limit access to Arrowhead Trail Road.

A minor collector beltway through the AR Plan Area, as well as a connection to the north, will provide an efficient way to circulate traffic. This beltway will have two connections to Arrowhead Trail Road, within the AR Plan Area, and the northern beltway stub could be routed back to Arrowhead Trail Road in the future.

The residential neighborhoods will consist of local streets that access the beltway. The intent is to have all single-family residents access their properties via local streets and restrict access from collector streets.

Multi-family developments will utilize limited access points to collector streets and access to Arrowhead Trail Road will be restricted.

As the project progresses toward detailed design, care will be taken to provide adequate public safety and emergency access to protect both human life and the built environment.

7.2 Pedestrian Traffic

As the project develops, a complete streets philosophy will be implemented. This philosophy will ensure that the network of streets will safely and comfortably accommodate all users, including motorists, bicyclists, and pedestrians. Typical roadways will include sidewalks, bicycle lanes, appropriate street widths and speeds, and access points that comply with Americans with Disabilities Act requirements.

8.0 COORDINATION WITH NEIGHBORING PROJECTS

8.1 Salem City

The east boundary of the annexation / Plan Area is congruent with the Salem City municipal boundary. Contact was made with Salem City's city engineer to discuss any public infrastructure that may need to be coordinated with the City. The city engineer indicated that any future road that connects Salem City and Payson City, near the AR Plan Area, would most likely take place north of the AR Plan Area. The reasoning behind this assessment is that a dense area of apparent wetlands exists within the Salem City boundary (east of the AR Plan Area) that would significantly inhibit the construction of a roadway.

As the detailed design ensues, we will continue to coordinate with Salem City officials.

8.2 Bamberger Ranch

The Bamberger Ranch P-C Zone Plan (BR Plan) is a specific plan, approved by Payson City, for the areas south and west of the AR Plan Area. The BR Plan shows residential and open space uses for the areas that are adjacent to the AR Plan Area. As the Bamberger Ranch and Arrowhead Ranch uses are similar, the integration between the two plans should be seamless.

Neither of the two different transportation options for the BR Plan show street connectivity to the north through the AR Plan. Instead, the BR Plan is laid out in a way that allows for short distances between the residential areas and collector streets. The AR Plans uses the same concept of positioning residential areas near collector streets. This will allow for calmer traffic in the residential areas. Arrowhead Ranch will provide connectivity to Bamberger Ranch, as per City requirements and / or recommendations of a traffic study.

The BR Plan shows street connections to Arrowhead Trail. The AR Plan proposes two collector street intersections on Arrowhead Trail, with the intent that the intersections are in the same location as those shown on the BR Plan.

Because the topography of Bamberger Ranch and the Arrowhead Ranch slopes away from the existing wastewater treatment facility, it becomes necessary for a sewer lift station to be installed. As the project progresses, coordination efforts, with Bamberger Ranch officials, should take place to determine if resources can be combined to install a regional sewer lift station. As previously mentioned, the City has agreed to assist in coordinating with the nearby developments.

More information can be found at:

https://paysonutah.org/storage/2016/05/FINAL-Report_adopted-9-21-11.pdf

8.3 UDOT I-15 Interchange / Nebo Connector

Utah Department of Transportation (UDOT) is in the process of performing an environmental impact study (Payson Interchange Environmental Impact Study (EIS)) for a proposed future I-15 interchange in Payson City. The interchange will also accommodate a new arterial road (Nebo Connector) that will connect the new interchange to SR-198, near the Payson Hospital. Each of the build alternatives, as indicated in the EIS, position the Nebo Connector outside the AR Plan Area.

More information can be found at <http://www.udot.utah.gov/payoneis/>.

9.0 CURRENT ZONING OF SUBJECT & NEIGHBORING PROPERTIES

Arrowhead Ranch is comprised entirely of unincorporated land (Utah County) and is uniquely positioned, as it has unincorporated land to the north, Salem City to the east, and Payson City to the south and west. As such, the neighboring properties have a variety of different zoning designations. Please see Exhibit 4, for zoning maps of the neighboring properties.

9.1 Utah County

A Utah County zoning clearance was requested by Payson City for the properties within the AR Plan Area. Research, performed by Utah County Staff, revealed the following:

1. All of the parcels lie in the Residential Agriculture (RA-5) Zone of Utah County.
2. On parcels 30:010:0052 (Horn) and 30:010:0063 (JJM Arrowhead LC) there is a restrictive covenant which precludes the ability to use the parcels as anything but agriculture because of a division of land.
3. On parcel 30:010:0052 (Horn) there were two building permits issued to construct one agriculture structure (the second permit was to extend the first permit).
4. No pending applications could be found.
5. Not in an Agriculture Protection Zone.
6. No outstanding violations.

The only item that could produce implications to the annexation of the AR Plan area is the restrictive covenant. However, the restrictive covenant has language that nullifies the agricultural use limitation when portions of the property area placed into an incorporated city or town. As the annexation of the AR Plan Area will satisfy this condition, the agricultural use restriction will be nullified. The restrictive covenant is shown as Exhibit 5, of the Appendix.

There are two properties north of the AR Plan Area that are in unincorporated Utah County. The two parcels add up to about 100 acres. The current Utah County zoning designation is *Residential Agricultural 5 (RA-5)*. The RA-5 zone is the County's most dense residential zone (one (1) unit per five (5) acres).

Two building permits were issued, by Utah County, within the AR Plan Area (#01-269 and #03-254). Permit #01-269 was issued in 2001 for a 1280 square foot agricultural equipment storage building, which expired before the building was constructed. Permit #03-254 was to extend the time for Permit #01-269.

9.2 Salem City

The area immediately east of the AR Plan Area lies within the corporate boundary of Salem City with a zoning designation of Agricultural (A-1). This zone permits a single-family residence, along with agricultural uses, on a minimum lot size of five (5) acres.

9.3 Payson City

The area immediately south and west of the AR Plan Area lies within the corporate boundary of Payson City and is part of the City-approved Bamberger Ranch P-C Zone Plan. The Bamberger Ranch Plan shows residential and open space uses that are similar to the uses of Arrowhead Ranch.

APPENDIX

Exhibit 1 – Vicinity Map

Exhibit 2 – Existing Utility Map

Exhibit 3 – Density Plan

Exhibit 4 – Zoning Maps of Neighboring Properties

Exhibit 5 – Restrictive Covenants for Parcels 30:010:0053 and 30:010:0052

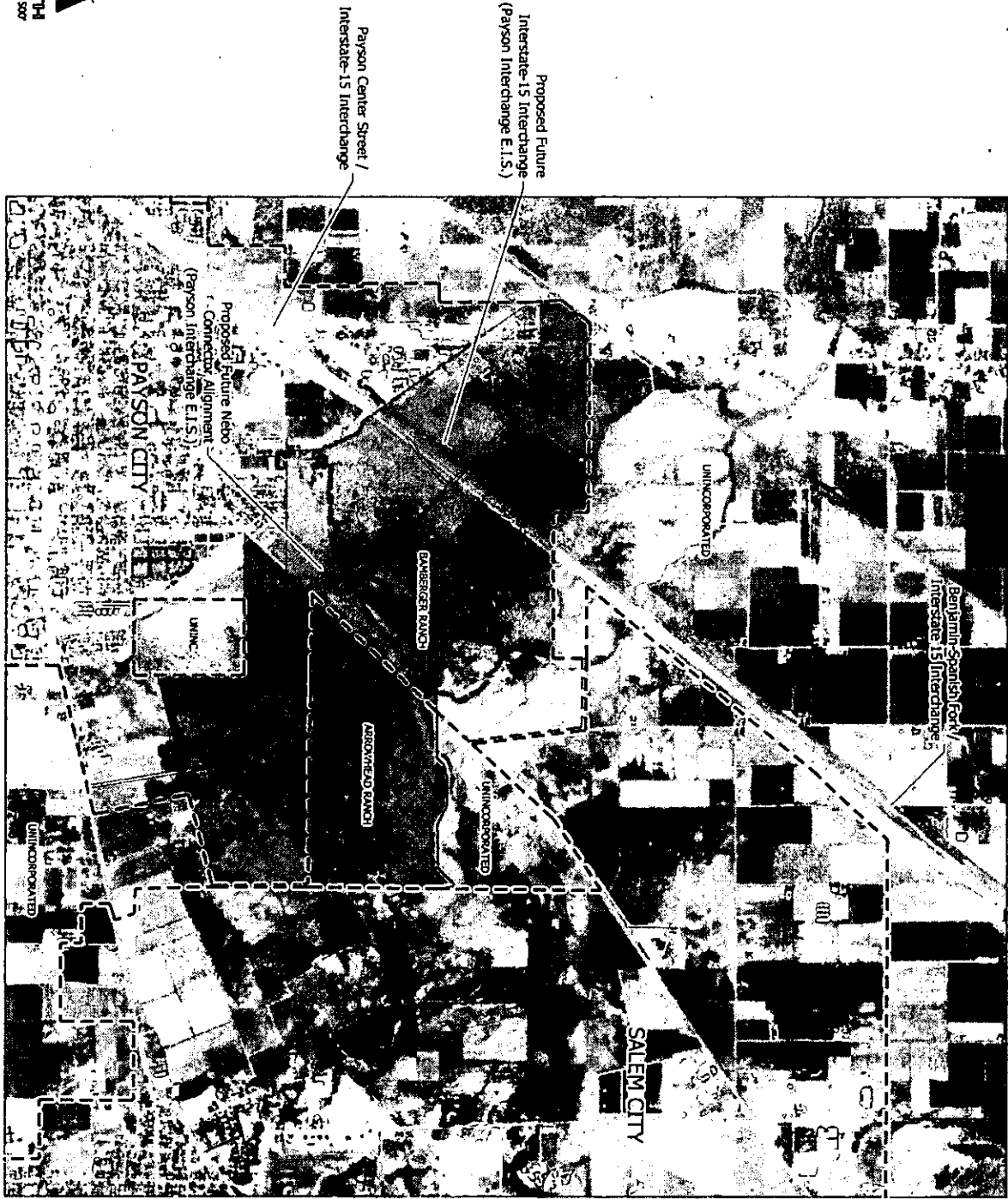


EXHIBIT
1

ARROWHEAD RANCH
VICINITY MAP

DEVERE ANDERSON ENTERPRISES

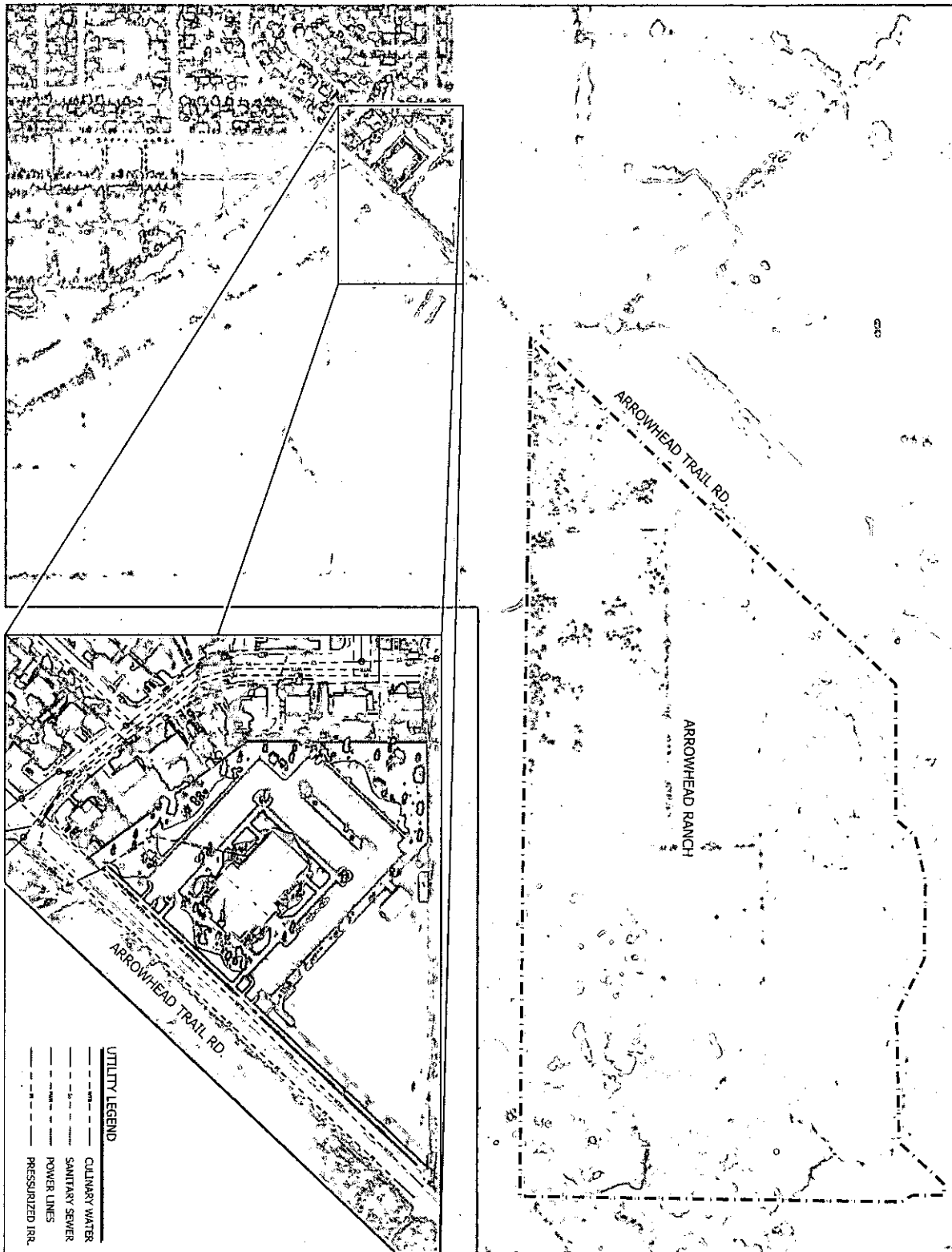
LOCATION: **PAYSON, UT**

DATE: **12-20-2017**

REVISIONS	
DATE	BY

827 N 700 E, Spanish Fork, UT 84668
 801-361-5242

NORTH
SCALE: 1" = 160'

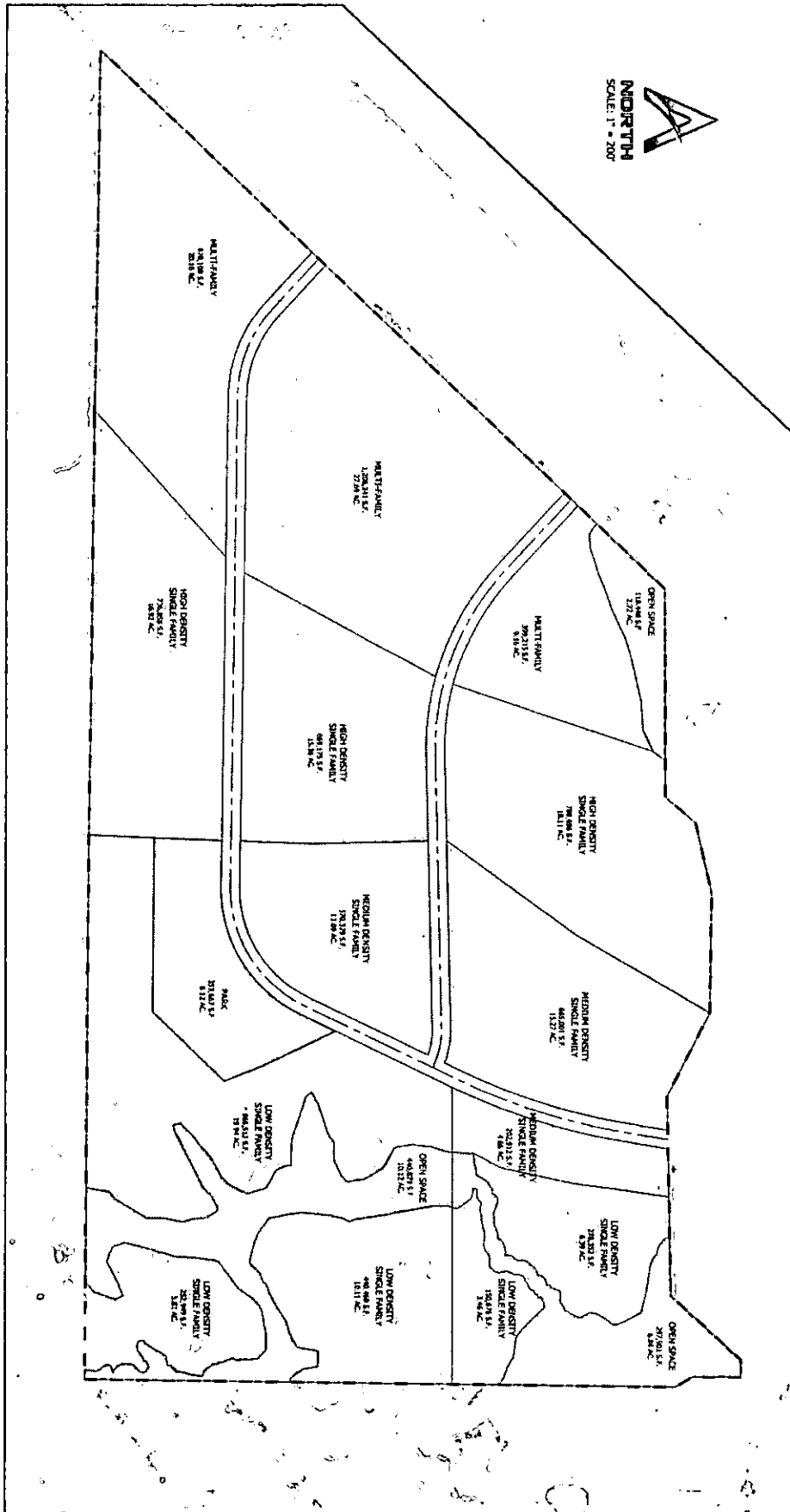


ARROWHEAD RANCH

DEVERE ANDERSON ENTERPRISES



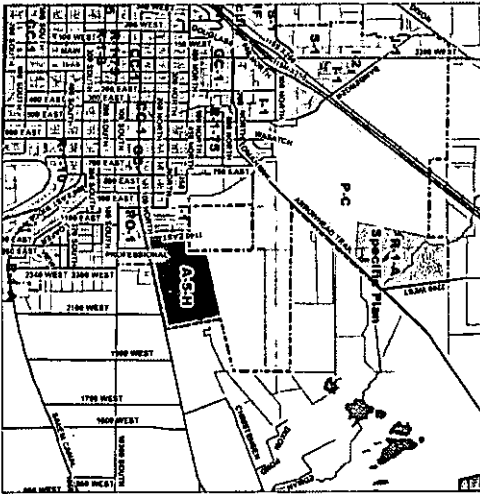
SCALE: 1" = 200'



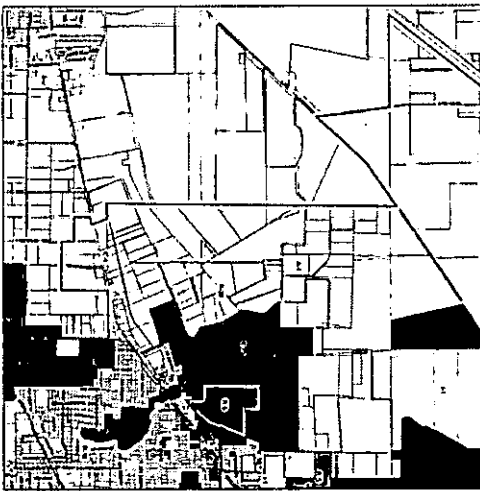
TABULATIONS				
AREA TYPE	GROSS AREA (ACRES)	NET AREA (ACRES)	NET DENSITY	UNITS
MULTI-FAMILY	57.01	48.46	10.01	485
HIGH DENSITY SINGLE FAMILY	35.29	33.78	2.81	266
MEDIUM DENSITY SINGLE FAMILY	32.42	28.70	4.33	133
LOW DENSITY SINGLE FAMILY	48.71	43.71	8.05	19.68
IMPROVED PARK	8.17	8.05		
OPEN SPACE	19.68	19.68		
TOTAL AREA (ACRES)	213.92			
TOTAL UNITS	964			
OVERALL GROSS DENSITY	4.70			
OVERALL NET DENSITY	5.90			



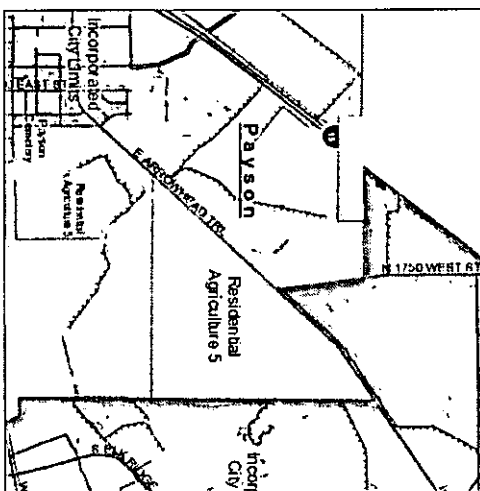
PAYSON CITY ZONING



SALEM CITY ZONING



UTAH COUNTY ZONING



ARROWHEAD RANCH VICINITY

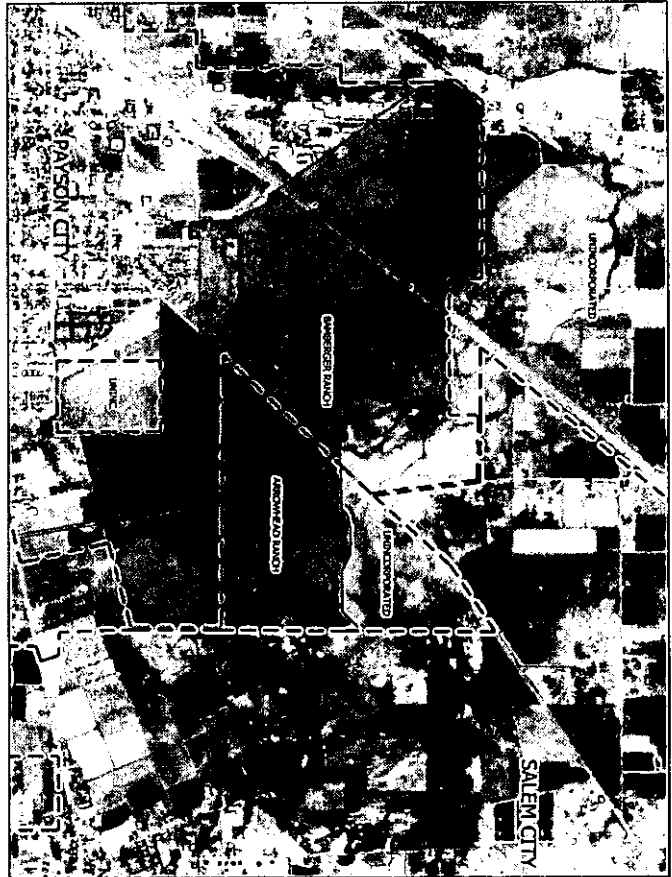


EXHIBIT
4

ARROWHEAD RANCH NEIGHBORING PROPERTIES ZONING MAP

FOR DEWEAR ANDERSON ENTERPRISES, LOCATION: PAYSON, UT, DATE: 10/3/2017

REVISIONS		
DATE	BY	COMMENTS



EXHIBIT 5

RESTRICTIVE COVENANT PRECLUDING THE RESIDENTIAL OR OTHER NON-AGRICULTURAL USE OF THE LAND

TO THE PUBLIC;

ENT 100957:2000 PG 1 of 3
RANDALL A. COVINGTON
UTAH COUNTY RECORDER
2000 Dec 21 10:17 am FEE 14.00 BY SS
RECORDED FOR ARROWHEAD TRAILS ESTATES

I, the undersigned owner of real property in Utah County, State of Utah, which property is located as follows (legal description):

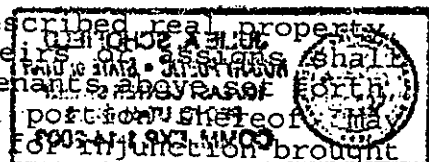
See Exhibit A, which exhibit is attached hereto and made a part hereof by this reference, for the legal description;

have the intent to qualify for the exemption from filing an approved subdivision plat, which exemption is provided for in Section 17-27-103, UCA 1953 as amended, and Section 3-53-B of the Utah County Zoning Ordinance of Utah County, Utah, for the division of agricultural land for agricultural purposes. I hereby covenant that neither I nor my heirs, executors, administrators, or assigns will ever allow residential or other non-agricultural use of this land without properly obtaining an approved subdivision plat as required by law.

This covenant shall run with the land and shall be binding upon all persons owning or leasing the above-described real property. It shall not apply (1) to those portions of the property contained in a properly approved and recorded subdivision plat; (2) those portions of the property placed into an incorporated city or town; (3) upon repeal of the requirements for such a covenant under Section 3-53-B or its successor statute. Further, this covenant shall hereinafter be included in any deed dealing with the above-described property, or portions thereof, in whole or by reference hereto. If included by reference only, the reference shall specifically state the full title of this restrictive covenant and shall state the entry number and year in which it was recorded with the Utah County Recorder.

Invalidation of any of these covenant provisions by judgement or court order shall not affect any of the other provisions which shall remain in full force and effect.

If the owner or owners of the above-described real property, or any portion thereof, or the owner's heirs or assigns shall violate or attempt to violate any of the covenants, above set forth, Utah County, or any other person owning a portion thereof, shall enjoin such transfer, sale, or use by action brought in any court of equity jurisdiction or may pursue any other remedy



~~BT-100957-2000-102-013~~

at law or equity. All costs and all expenses of such proceedings shall be taxed against the offending party or parties and shall be declared by the court to constitute a lien against the real estate wrongfully deeded, sold, leased, used, or conveyed until paid. Such lien may be enforced in such a manner as the court may order.

Change or amendment of these covenants may be effected only if such is in compliance with the laws and ordinances of the State of Utah and its political subdivisions. This covenant, and any changes or amendments hereto, must first be approved in writing by the Utah County Building Official before recording with the County Recorder. Any change or amendment without such approval is hereby made null and void.

Arrowhead Trails Estates LLC, by:

Signed: _____

President

Secretary

ACKNOWLEDGMENT (CORPORATE FORM)

STATE OF UTAH)

: ss

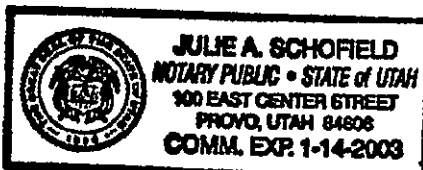
COUNTY OF UTAH)

On the 21 day of December, 2000 [year], personally appeared before me, Robert E. Palfreyman and Derek Palfreyman, who being by me duly sworn did say, each for him/herself, the he/she the said Robert E. Palfreyman is the President and he/she, the said Derek Palfreyman, is the Secretary of Arrowhead

Trails Estates LLC [name of corporation], which is a corporation filed and currently in good standing with the Utah State Department of Commerce, and that the within and foregoing instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors according to the terms of the Articles of Incorporation and Bylaws of said corporation,

and said Robert E. Palfreyman, and Derek Palfreyman each duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.

[Affix corporate seal below]



Julie A. Schofield
Notary Public

Reviewed prior to recording: By: _____

Buck Rose
Building Official

Date: Dec 21, 2000

Exhibit A

~~ENT 100957:2000 PG 3 of 3~~**LEGAL DESCRIPTION**

A PORTION OF SECTIONS 3 AND 4, TOWNSHIP 9 SOUTH,
RANGE 2 EAST, SALT LAKE BASE & MERIDIAN, MORE
PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN AN EXISTING FENCELINE LOCATED
N00°29'25"W ALONG THE SECTION LINE 464.31 FEET FROM
THE SOUTHEAST CORNER OF SECTION 4, T9S, R2E, S.L.B.&M.:

THENCE ALONG EXISTING FENCELINES AS FOLLOWS: N88°43'35"W 211.34 FEET:

THENCE N89°10'24"W 674.66 FEET: THENCE N89°30'33"W 448.90 FEET:

THENCE N85°44'36"W 37.58 FEET TO A FENCE CORNER ON THE EASTERLY
LINE OF ARROWHEAD TRAIL ROAD: THENCE N43°21'05"E 1051.81 FEET: THENCE N88°54'30"E
630.71 FEET: THENCE N88°20'42"E 219.93 FEET: THENCE N89°14'45"E 578.00 FEET:
THENCE N88°39'24"E 664.92 FEET: THENCE N88°23'00"E 221.53 FEET: THENCE S02°14'00"W
855.47 FEET: THENCE N89°10'12"W 750.17 FEET: THENCE N89°25'14"W 452.72 FEET: THENCE
N88°59'36"W 237.61 FEET: THENCE N89°33'23"W 190.67 FEET TO THE POINT OF BEGINNING.

CONTAINS 49.37 ACRES

DAE ANNEXATION AGREEMENT

Exhibit C
Adopting Ordinance

ORDINANCE NUMBER 05-02-2018 A

AN ORDINANCE ANNEXING APPROXIMATELY 214 ACRES EXTENDING THE MUNICIPAL BOUNDARIES OF PAYSON, UTAH TO INCLUDE PARCELS INCLUDED IN THE DAE ANNEXATION, AND APPROVING AN ANNEXATION AGREEMENT, ASSIGNING A ZONING DESIGNATION, AND AMENDING THE OFFICIAL ZONING MAP OF PAYSON CITY.

WHEREAS, Payson City received an Application for Annexation on May 16, 2017 for the DAE Annexation area property identified by the Utah County Parcel number and the associated acreage: Parcel #1: 30:009:0030, 68.59 acres, Parcel #2: 30:009:0037, 68.56 acres, Parcel #3: 30:009:0045, 22.88 acres, Parcel #4: 30:010:0052, 1.00 acre, and Parcel #5: 30:010:0053, 48.45 acres; and

WHEREAS, the Payson City Council accepted a petition for the DAE Annexation for further review on May 31, 2017, pursuant to Section 10-2-403, et seq. Utah Code Annotated, 1953, as amended, and the petition satisfied the requirements of the above-stated section; and

WHEREAS, the petition was certified by the Payson City Recorder on June 7, 2017, and a notice was published and mailed pursuant to the requirements of Section 10-2-406, Utah Code Annotated, 1953, as amended; and

WHEREAS, no qualified protests were filed with Payson City or Utah County pursuant to Section 10-2-407, Utah Code Annotated, 1953, as amended; and

WHEREAS, a public hearing was held on November 8, 2017, pursuant to Section 10-2-407(3)(b)(ii), Utah Code Annotated, 1953, as amended; and

WHEREAS, the requested area for annexation is an unincorporated area that is contiguous to Payson, and the applicable requirements of Utah Code in relation to annexation have been satisfied; and

WHEREAS, a Specific Plan for the DAE Annexation, known as the Arrowhead Ranch Specific Plan has been prepared and represents a planning framework for the future growth and development of the approximate 214 acres in the annexation area; and

WHEREAS, the City Council has reviewed the Arrowhead Ranch Specific Plan prepared to provide a planning framework for the future growth and development of the approximately 214 acres in the annexation area; and

WHEREAS, the City Council determined the annexation is a logical extension of the municipal boundaries and will further the goals of the Payson City General Plan; and

WHEREAS, the City Council finds that the R-1-A, Residential-Agriculture Zone, (R-1-A) zoning, is consistent with the Payson City General Plan and Payson City planning principles and the recommendations of Arrowhead Ranch Specific Plan; and

WHEREAS, the City Council finds that requiring the annexation sponsor/petitioners to enter into an Annexation Agreement setting forth further terms and conditions of the Annexation will benefit and further the goals of Payson City; and

NOW THEREFORE, be it ordained by the City Council of Payson, Utah, as follows:

ANNEXATION APPROVAL. The Property of the DAE Annexation is hereby annexed into the corporate limits of Payson, Utah according to the DAE Annexation Plat and legal description executed in substantially the same form as is attached hereto as Exhibit "A" and Exhibit "B" and according to the conditions that the annexation sponsor/petitioners enter into an Annexation Agreement specifying further

the terms and conditions of the DAE Annexation, between the City and Applicants, to be recorded concurrently with the Annexation Plat.

ANNEXATION AGREEMENT. The City Council hereby authorizes the Mayor to execute the Annexation Agreement and it be recorded concurrently with the Annexation Plat.

OFFICIAL PAYSON CITY ZONING MAP AMENDMENT. The Official Zoning Map of Payson, Utah is hereby amended to include said Property contained in the DAE Annexation, as Specific Plan #2017-1, with the underlying Zone R-1-A.

COMPLIANCE WITH STATE LAW, GENERAL PLAN, AND ANNEXATION POLICY PLAN.

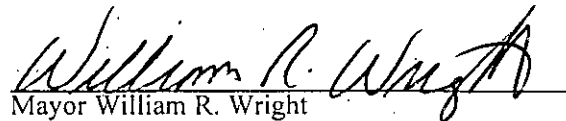
The City Council finds this annexation meets the standards for annexation set forth in Title 10, Chapter 2 of the Utah Code Annotated 1953 as amended, the Payson City General Plan, and the Payson City Annexation Policy Plan, and Chapter 19.12.1 et seq. Annexation, of the Payson City Municipal Code and that the underlying zone, R-1-A, is consistent with the Payson City General Plan.

CONDITIONS OF APPROVAL. The Official Zoning Map shall be amended to include the DAE Annexation property in the Residential-Agriculture Zone, (R-1-A) Zoning District. The Annexation Agreement shall be fully executed and recorded with the Annexation Plat.

EXHIBITS. All Exhibits referenced in this Ordinance are incorporated into this Ordinance as if contained in the body of the ordinance.

This Ordinance shall take effect upon publication of this Ordinance, recordation of the Annexation Plat and Annexation Agreement, and compliance with state annexation filing requirements, pursuant to the Utah Code Annotated Section 10-2-425.

PASSED and ORDAINED this 2nd day of May, 2018.


Mayor William R. Wright

Attest:


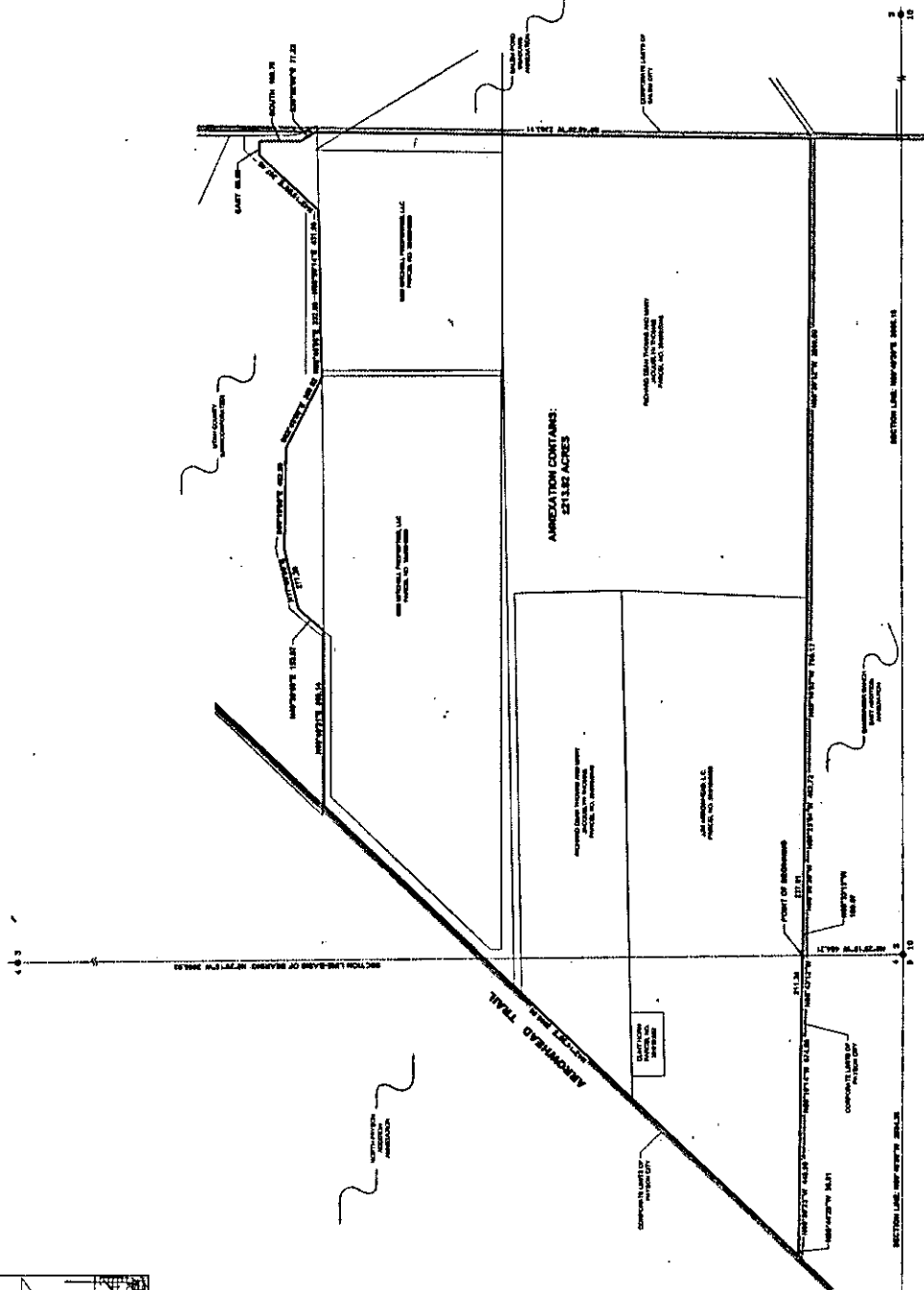
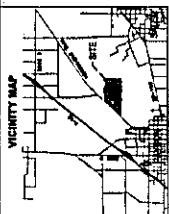

Kim E. Holindrake, Deputy City Recorder



Exhibit "A"
The DAE Annexation Plat



ACCEPTANCE BY LEGISLATIVE BODY

THE BOARD OF SUPERVISORS OF THE COUNTY OF FAYETTE, MISSISSIPPI, HAS REVIEWED THE SURVEY AND FINDS THAT THE SAME IS IN ACCORDANCE WITH THE REQUIREMENTS OF THE MISSISSIPPI SURVEYING ACT AND THE LOCAL ORDINANCES OF THE COUNTY OF FAYETTE, MISSISSIPPI, AND THEREFORE IT IS THE ORDER OF THE BOARD OF SUPERVISORS THAT THE SAME BE ACCEPTED FOR RECORD.

DATE: 11/15/18
BY: [Signature]
TITLE: [Signature]

[Signature]
TITLE: [Signature]

ACCEPTANCE BY COUNTY SUPERVISOR

THE BOARD OF SUPERVISORS OF THE COUNTY OF FAYETTE, MISSISSIPPI, HAS REVIEWED THE SURVEY AND FINDS THAT THE SAME IS IN ACCORDANCE WITH THE REQUIREMENTS OF THE MISSISSIPPI SURVEYING ACT AND THE LOCAL ORDINANCES OF THE COUNTY OF FAYETTE, MISSISSIPPI, AND THEREFORE IT IS THE ORDER OF THE BOARD OF SUPERVISORS THAT THE SAME BE ACCEPTED FOR RECORD.

DATE: 11/15/18
BY: [Signature]
TITLE: [Signature]

ANNEXATION PLAT
DAE ANNEXATION

FAYETTE COUNTY, MISSISSIPPI
PLAT NO. 42740:2018

LEGEND	
[Symbol]	SECTION CORNER
[Symbol]	SECTION CORNER
[Symbol]	SECTION CORNER
[Symbol]	SECTION CORNER

NOTES:
1. THE AREA OF ANNEXATION IS SHOWN IN RED.
2. THE AREA OF ANNEXATION IS SHOWN IN RED.
3. THE AREA OF ANNEXATION IS SHOWN IN RED.

Exhibit "B"
The DAE Annexation Legal Description

DAE ANNEXATION LEGAL DESCRIPTION

A PORTION OF SECTIONS 3 & 4, TOWNSHIP 9 SOUTH, RANGE 2 EAST, SALT LAKE BASE & MERIDIAN LOCATED IN UTAH COUNTY, UTAH, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT POINT ON THE EXISTING PAYSON CITY BOUNDARY, SAID POINT ALSO BEING LOCATED N0°29'15"W ALONG THE SECTION LINE 464.31 FEET FROM THE SOUTHEAST CORNER OF SECTION 4, TOWNSHIP 9 SOUTH, RANGE 2 EAST, SALT LAKE BASE & MEDIAN; THENCE ALONG SAID CITY BOUNDARY AS DEFINED ON THE BAMBERGER RANCH EAST ADDITION ANNEXATION PLAT THE FOLLOWING FOUR (4) COURSES: N88°43'13"W 211.34 FEET; THENCE N89°10'14"W 674.66 FEET; THENCE N89°30'23"W 448.90 FEET; THENCE N85°44'26"W 36.81 FEET TO THE EAST LINE OF THE NORTH PAYSON ADDITION ANNEXATION PLAT; THENCE N43°14'30"E ALONG SAID PLAT 2998.66 FEET TO AN EXISTING FENCE LINE; THENCE N89°49'31"E ALONG SAID FENCE LINE 800.14 FEET TO THE INTERSECTION WITH THE NORTHERLY LINE OF THAT REAL PROPERTY DESCRIBED IN DEED ENTRY NO. 21937:2008; THENCE ALONG SAID REAL PROPERTY THE FOLLOWING FOUR (4) COURSES: N40°30'00"E 153.87 FEET; THENCE N77°00'00"E 277.20 FEET; THENCE S89°15'00"E 462.00 FEET; THENCE S62°45'00"E 359.62 FEET TO AN EXISTING FENCE LINE; THENCE ALONG SAID FENCE LINE THE FOLLOWING TWO (2) COURSES: N88°48'05"E 332.69 FEET; THENCE N88°50'14"E 431.90 FEET; THENCE ALONG THE NORTHERLY LINE OF THAT REAL PROPERTY DESCRIBED IN DEED ENTRY NO. 21937:2008 THE FOLLOWING FOUR COURSES: N42°15'00"E 367.45 FEET; THENCE EAST 66.00 FEET; THENCE SOUTH 188.76 FEET; THENCE S30°52'00"E 77.22 FEET TO A POINT ON THE WEST LINE OF THE SALEM POND MEADOWS ANNEXATION PLAT; THENCE S0°45'29"W ALONG SAID ANNEXATION PLAT 2283.11 FEET TO THE NORTH LINE OF THE EXISTING PAYSON CITY BOUNDARY; THENCE ALONG SAID CITY BOUNDARY AS DEFINED ON THE BAMBERGER RANCH EAST ADDITION ANNEXATION PLAT THE FOLLOWING FIVE (5) COURSES: N89°39'32"W 2090.60 FEET; N89°10'02"W 750.17 FEET; THENCE N89°25'04"W 452.72 FEET; THENCE N88°59'26"W 237.61 FEET; THENCE N89°33'13"W 190.67 FEET TO THE POINT OF BEGINNING.

CONTAINS: ±213.92 ACRES

Exhibit D
DAE Annexation Legal Description

DAE ANNEXATION LEGAL DESCRIPTION

A PORTION OF SECTIONS 3 & 4, TOWNSHIP 9 SOUTH, RANGE 2 EAST, SALT LAKE BASE & MERIDIAN LOCATED IN UTAH COUNTY, UTAH, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT POINT ON THE EXISTING PAYSON CITY BOUNDARY, SAID POINT ALSO BEING LOCATED N0°29'15"W ALONG THE SECTION LINE 464.31 FEET FROM THE SOUTHEAST CORNER OF SECTION 4, TOWNSHIP 9 SOUTH, RANGE 2 EAST, SALT LAKE BASE & MEDIAN; THENCE ALONG SAID CITY BOUNDARY AS DEFINED ON THE BAMBERGER RANCH EAST ADDITION ANNEXATION PLAT THE FOLLOWING FOUR (4) COURSES: N88°43'13"W 211.34 FEET; THENCE N89°10'14"W 674.66 FEET; THENCE N89°30'23"W 448.90 FEET; THENCE N85°44'26"W 36.81 FEET TO THE EAST LINE OF THE NORTH PAYSON ADDITION ANNEXATION PLAT; THENCE N43°14'30"E ALONG SAID PLAT 2998.66 FEET TO AN EXISTING FENCE LINE; THENCE N89°49'31"E ALONG SAID FENCE LINE 800.14 FEET TO THE INTERSECTION WITH THE NORTHERLY LINE OF THAT REAL PROPERTY DESCRIBED IN DEED ENTRY NO. 21937:2008; THENCE ALONG SAID REAL PROPERTY THE FOLLOWING FOUR (4) COURSES: N40°30'00"E 153.87 FEET; THENCE N77°00'00"E 277.20 FEET; THENCE S89°15'00"E 462.00 FEET; THENCE S62°45'00"E 359.62 FEET TO AN EXISTING FENCE LINE; THENCE ALONG SAID FENCE LINE THE FOLLOWING TWO (2) COURSES: N88°48'05"E 332.69 FEET; THENCE N88°50'14"E 431.90 FEET; THENCE ALONG THE NORTHERLY LINE OF THAT REAL PROPERTY DESCRIBED IN DEED ENTRY NO. 21937:2008 THE FOLLOWING FOUR COURSES: N42°15'00"E 367.45 FEET; THENCE EAST 66.00 FEET; THENCE SOUTH 188.76 FEET; THENCE S30°52'00"E 77.22 FEET TO A POINT ON THE WEST LINE OF THE SALEM POND MEADOWS ANNEXATION PLAT; THENCE S0°45'29"W ALONG SAID ANNEXATION PLAT 2283.11 FEET TO THE NORTH LINE OF THE EXISTING PAYSON CITY BOUNDARY; THENCE ALONG SAID CITY BOUNDARY AS DEFINED ON THE BAMBERGER RANCH EAST ADDITION ANNEXATION PLAT THE FOLLOWING FIVE (5) COURSES: N89°39'32"W 2090.60 FEET; N89°10'02"W 750.17 FEET; THENCE N89°25'04"W 452.72 FEET; THENCE N88°59'26"W 237.61 FEET; THENCE N89°33'13"W 190.67 FEET TO THE POINT OF BEGINNING.

CONTAINS: ±213.92 ACRES