

After Recording Return to:

Payson City
Attn: Amalie Ottley
439 West Utah Ave
Payson, Utah 84651

DEVELOPMENT AGREEMENT

This Development Agreement (“Agreement”) is entered into as of October____, 2026 by and between Payson City, a Utah municipal corporation (“City”), and D-S Smith Meat Processing, Inc. a Utah corporation (“Applicant”). The City and Applicant may be referred to individually as a “Party” and collectively as the “Parties.”

Article 1 — Recitals.

- I. **Property.** Applicant is the applicant, owner, contract purchaser, or authorized agent for the real property located at approximately 515 East Canyon Road, Payson, Utah 84651, also identified as Utah County Parcel Nos. 30:072:0134 and 30:072:0029, and legally described on Exhibit A attached hereto and incorporated herein by this reference (the “Property”).
- II. **Project.** Applicant desires to develop the Property as a residential project consisting of detached single-family dwelling units, together with all required streets, utilities, drainage facilities, public improvements, dedications, easements, landscaping, and other improvements required by the City (collectively, the “Project”).
- III. **Existing Use and Redevelopment Purpose.** The Property is presently improved with and operated as a slaughterhouse and meat processing and packaging facility that has historically operated pursuant to a Conditional Use Permit and other applicable approvals. The Parties acknowledge that, as represented by Applicant, actions taken by the United States Bureau of Reclamation require removal of certain existing facilities and improvements located on the Property. As a result, Applicant intends to discontinue the existing slaughterhouse and meat processing operations, remove the associated facilities, and redevelop the Property for residential purposes. The Parties acknowledge and intend that approval of the zoning change, application of the RMO Overlay, redevelopment of the Property, and removal of the existing facilities shall result in the termination of the existing conditional use permit and cessation of the slaughterhouse and meat processing use on the Property.
- IV. **Zoning Approval.** In connection with the Project, Applicant has requested approval to rezone the Property from the R-1-A zoning district to the R-1-75 zoning district, together

with an RMO Overlay applicable to the Property to support a Planned Residential Community. The intended effect of the zoning approval is to allow development of up to nineteen (19) detached single-family residential units on the Property, subject to this Agreement, the City's ordinances, the City's development standards, and all Conditions of Approval.

- V. **Municipal Review.** The City has reviewed, or will review, the requested zoning change, Overlay, concept plan, preliminary plat, final plat, construction drawings, and related applications under the City's applicable legislative and administrative processes.
- VI. **Public Purpose.** Public Purpose and Redevelopment Objectives. The Parties acknowledge that the City's consideration of the requested zoning change, RMO Overlay, Planned Residential Community, and related development approvals is intended to facilitate redevelopment of the Property from its existing industrial use to a residential neighborhood consistent with surrounding and planned residential development patterns. The Parties further acknowledge that the City's approval of the Project is intended to promote orderly growth, efficient use of existing infrastructure, enhanced neighborhood character, high-quality architectural design, provision of necessary public improvements, and compliance with applicable City requirements intended to protect the public health, safety, and welfare.
- VII. **Architectural Design Standards.** The Parties acknowledge that the Planned Residential Community and RMO Overlay permit flexibility in lot dimensions, development layout, and other development standards that would not otherwise be available under conventional development standards. In consideration of such flexibility, the Project shall incorporate enhanced architectural design, building materials, elevations, streetscape elements, and neighborhood character features as depicted and described in the Project Approvals and the Architectural Design Standards attached hereto as Exhibit D and incorporated herein by this reference, together with any applicable architectural standards required by the City Code or imposed through future Project Approvals. The Parties acknowledge that such architectural standards are a material component of the Project and a material basis for the City's approval of the zoning change, RMO Overlay, and this Agreement.
- VII. **Agreement.** In consideration of the foregoing Recitals, the mutual covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows.

Article 2 — Definitions

- I. **Agreement.** "Agreement" means this Development Agreement, together with all exhibits attached hereto, as the same may be amended in accordance with Article 10.

- II. **Applicable Law.** “Applicable Law” means all federal, state, county, and municipal laws, ordinances, regulations, codes, standards, rules, approvals, permits, and lawful conditions applicable to the Property or the Project.
- III. **City Code.** “City Code” means the duly adopted municipal code, zoning ordinance, subdivision ordinance, engineering standards, design criteria, construction specifications, standard drawings, development review procedures, and other applicable ordinances, policies, and standards of the City, as amended from time to time.
- IV. **Conditions of Approval.** “Conditions of Approval” means all conditions imposed by the City Council, Planning Commission, City Engineer, City staff, or other authorized City official or body in connection with approval of the zoning change, RMO Overlay, subdivision, site plan, construction drawings, development permits, building permits, or other Project approvals.
- V. **Applicant.** “Applicant” means D-S Smith Meat Processing, Inc. and, to the extent provided herein, its successors, assigns, transferees, owners, builders, contractors, agents, and all persons or entities acquiring any interest in the Property or any portion thereof.
- VI. **Project Approvals.** “Project Approvals” means all approvals required for development of the Project, including subdivision approvals, plats, construction drawings, improvement agreements, encroachment permits, building permits, certificates of occupancy, and any other approval required by the City.
- VII. **Required Infrastructure.** “Required Infrastructure” means all public and private infrastructure, improvements, dedications, easements, facilities, and work required for the Project under Applicable Law, the City Code, the Project Approvals, the Conditions of Approval, and this Agreement, including streets, curb, gutter, sidewalk, culinary water, secondary water or irrigation facilities, sanitary sewer, storm drain, drainage and detention facilities, grading, erosion control, street lighting, signage, park strip and landscaping improvements, utility extensions, utility relocations, fire access, public safety improvements, and any off-site or oversizing improvements required by the City.
- VIII. **RMO Overlay.** “RMO Overlay” means the RMO-1, 2 Family Residential Overlay approved by the City Council pursuant to Payson City Code Section 13.14.080, as may be amended, and applied to the Property in conjunction with the R-1-75 zoning district. The RMO Overlay is intended to facilitate development of a Planned Residential Community through the application of alternative lot, density, setback, and development standards authorized by the City Code, while requiring enhanced neighborhood design, architectural quality, compatibility with surrounding development, and compliance with all Conditions of Approval imposed by the City. As applied to the Property, the RMO Overlay is subject to this Agreement, the Project Approvals, the Architectural Design Standards, and all applicable provisions of the City Code. The Parties acknowledge that the flexibility provided through the RMO Overlay constitutes a material basis for approval of the Project

and is expressly conditioned upon compliance with the Architectural Design Standards attached as Exhibit D and all other applicable Conditions of Approval.

- IX. **Architectural Design Standards.** "Architectural Design Standards" means the architectural elevations, renderings, material requirements, design criteria, façade treatments, roof forms, exterior finishes, streetscape features, and related design standards applicable to the Project, as set forth in Exhibit D and as may be approved by the City in connection with future Project Approvals.

Article 3 — Zoning and Development Rights

- I. **Zoning Change.** Subject to final approval by the City through its required legislative process, the zoning classification for the Property shall be changed from R-1-A to R-1-75, with the RMO Overlay applied to the Property.
- II. **Permitted Residential Use.** The Property may be developed for detached single-family residential use in accordance with the R-1-75 zoning district, the RMO Overlay, the City Code, the Project Approvals, and this Agreement.
- III. **Maximum Unit Count.** The R-1-75 zoning district and RMO Overlay, as applied to the Property, shall allow a maximum of nineteen (19) detached single-family residential units. No additional dwelling units counted toward project density, attached residential units, multifamily units, or other residential density above nineteen (19) detached single-family units shall be permitted unless approved by the City through a separate amendment to this Agreement and all required land use approvals. The City Council finds that the reduced lot sizes and development flexibility authorized by the RMO Overlay are justified by the enhanced architectural design standards, building materials, neighborhood character elements, and development quality commitments incorporated into this Agreement.
- IV. **No Waiver of Development Standards.** Except as expressly stated in the Project Approvals, the zoning change and RMO Overlay do not waive, modify, or supersede any otherwise applicable requirement of the City Code, engineering standards, fire code requirements, subdivision requirements, building codes, impact fee requirements, utility standards, stormwater requirements, or other Applicable Law.
- V. **Conditions Incorporated.** The zoning change, RMO Overlay, Project Approvals, and Conditions of Approval are incorporated into this Agreement and shall govern development of the Property. If any conflict exists between this Agreement and a Project Approval, the more specific or more restrictive requirement shall control unless the City expressly approves otherwise in writing.
- VI. **Concept Plan Limitations.** The Conceptual Development Plan attached as Exhibit B is intended solely to illustrate the general layout, design intent, density, and overall development concept for the Project. The Conceptual Development Plan is conceptual in nature and is not a final engineering plan, final subdivision plat, site plan, construction drawing, grading plan, building permit approval, or other final development approval. Neither this Agreement nor the Conceptual Development Plan shall be construed to grant

Applicant any vested right, entitlement, approval, variance, waiver, exception, modification, or deviation from any requirement of Applicable Law, City Code, Architectural Design Standards, Conditions of Approval, engineering standards, building codes, fire codes, subdivision requirements, or any other applicable regulation. All aspects of the Project shall remain subject to review and approval through the City's applicable land use, subdivision, engineering, utility, permitting, and building review processes. To the extent any element depicted on the Conceptual Development Plan conflicts with Applicable Law, City requirements, Architectural Design Standards, engineering requirements, Conditions of Approval, or any subsequent Project Approval, the applicable law, standard, requirement, condition, or approval shall control.

- VII. **Additional Land Use Approvals and Conditions.** The Parties acknowledge that the zoning change, RMO Overlay approval, this Agreement, and the Conditions of Approval imposed in connection therewith are incorporated herein by this reference and constitute

only a portion of the approvals required for development of the Project. Applicant acknowledges and agrees that additional applications, reviews, approvals, and discretionary or administrative actions will be required before development of the Property may proceed, including, without limitation, preliminary plan approval, preliminary plat approval, final plat approval, construction drawing approval, improvement agreement approval, building permit approval, and other approvals required by the City Code and Applicable Law. The City reserves the right to impose additional Conditions of Approval, requirements, mitigation measures, infrastructure obligations, design requirements, engineering requirements, and other lawful conditions in connection with such future applications and approvals. Nothing in this Agreement shall be construed as limiting the City's authority to impose such conditions or requirements as may be determined necessary or appropriate under the City Code, Applicable Law, or the facts and circumstances presented by future development applications.

- VIII. **Architectural Design Standards.** Applicant acknowledges that the flexibility and development incentives afforded by the RMO Overlay and Planned Residential Community are conditioned upon the Project's compliance with the Architectural Design Standards. All residential structures constructed within the Project shall substantially conform to the Architectural Design Standards attached as Exhibit D and any additional architectural requirements imposed through future Project Approvals. The Architectural Design Standards are hereby incorporated into this Agreement and are a material condition of the zoning change, RMO Overlay, and development approvals applicable to the Property.

Article 4 — Development Obligations

- I. **Compliance with City Requirements.** Applicant shall design, construct, install, dedicate, warrant, and maintain, as applicable, the Project and all Required Infrastructure in strict accordance with the City Code, the City's development guidelines, the City's engineering and construction standards, the Project Approvals, the Conditions of Approval, approved construction drawings, approved plats, and all Applicable Law.
- II. **Architectural Compliance.** Applicant shall construct all dwelling units and related improvements in accordance with the Architectural Design Standards. No building permit shall be issued for any structure that does not comply with the Architectural Design Standards as determined by the City. Applicant acknowledges that compliance with the Architectural Design Standards is a continuing obligation running with the Property and applicable to all builders, successors, and assigns developing lots within the Project.
- III. **Required Infrastructure.** Applicant shall, at Applicant's sole cost and expense except as otherwise expressly approved in a separate written agreement with the City, provide all

Required Infrastructure necessary to serve the Project and to mitigate Project impacts as determined by the City.

- IV. **Construction Standards.** Applicant shall cause all Required Infrastructure to be constructed in a good and workmanlike manner using properly licensed and qualified contractors and in accordance with approved plans, City standards, and all inspection and testing requirements imposed by the City.
- V. **Approvals Before Work.** Applicant shall not commence construction of any Required Infrastructure or other Project improvements until Applicant has obtained all required City approvals, permits, bonds, securities, insurance certificates, approved construction drawings, and preconstruction authorizations required by the City.
- VI. **Dedications and Easements.** Applicant shall dedicate, grant, and convey to the City, applicable utility providers, or other public entities all rights-of-way, easements, utility corridors, access rights, drainage facilities, public improvements, and other property interests required by the City for the Project.
- VI. **No City Obligation to Issue Permits.** The City shall have no obligation to issue any building permit, certificate of occupancy, final plat approval, utility connection approval, or other permit or approval unless Applicant has satisfied all applicable requirements of this Agreement, the City Code, the Project Approvals, and Applicable Law.
- VII. **Infrastructure Security.** Before recordation of any final plat or commencement of infrastructure construction, Applicant shall provide all completion assurances, performance bonds, payment bonds, warranty bonds, escrow deposits, letters of credit, or other security required by the City in the amount and form approved by the City.
- VIII. **Inspection and Acceptance.** All Required Infrastructure shall be subject to City inspection, testing, approval, and written acceptance. City inspection or approval shall not relieve Applicant of responsibility for defective work, nonconforming construction, warranty obligations, or compliance with this Agreement.
- IX. **Warranty.** Applicant shall warrant all Required Infrastructure for the period required by the City Code or the Project Approvals. During the warranty period, Applicant shall promptly correct, at Applicant's sole cost, all defects, failures, settlement, nonconforming work, and damage arising from or related to the design, construction, installation, or performance of the Required Infrastructure.

Article 5 — Binding Effect; Successors in Interest

- I. **Covenants Running with the Land.** The obligations, restrictions, conditions, and limitations set forth in this Agreement, including the R-1-75 zoning framework, the RMO Overlay requirements, the Architectural Design Standards, the maximum limit of nineteen (19) detached single-family residential units, and the obligation to comply with all City

development guidelines and Required Infrastructure requirements, shall run with the Property and shall bind Applicant and all successors in interest to Applicant and the Property.

- II. **Successors and Assigns Bound.** This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective heirs, successors, assigns, transferees, owners, purchasers, lessees, mortgagees, trustees, beneficiaries, contractors, and any other person or entity acquiring any legal, equitable, possessory, or development interest in the Property or any portion thereof.
- III. **Notice to Transferees.** Applicant shall provide written notice of this Agreement to any purchaser, assignee, transferee, builder, or successor acquiring any interest in the Property or any portion thereof before the transfer of such interest. Failure to provide such notice shall not impair the enforceability of this Agreement against the Property or any successor in interest.
- IV. **No Release by Transfer.** No conveyance, assignment, transfer, sale, lease, or other disposition of all or any portion of the Property shall release Applicant from obligations that accrued before the effective date of such transfer, unless the City expressly agrees to such release in a written instrument signed by the City.
- V. **Recording.** This Agreement, or a memorandum of this Agreement in form acceptable to the City, shall be recorded against the Property in the official real property records of Utah County, Utah. Upon recording, all persons and entities acquiring any interest in the Property shall be deemed to have notice of this Agreement.

Article 6 — City Review and Reserved Authority

- I. **Police Power Reserved.** Nothing in this Agreement shall be construed to restrict the City's authority to exercise its legislative, regulatory, administrative, proprietary, emergency, or police powers in accordance with Applicable Law.
- II. **Future Applications.** Applicant shall submit all future applications, plats, plans, permits, drawings, studies, reports, and other materials required by the City for review and approval. Approval of this Agreement does not constitute approval of any final plat, construction drawing, building permit, certificate of occupancy, or other permit not expressly approved by the City.
- III. **Engineering and Technical Review.** Applicant shall provide all traffic, drainage, geotechnical, utility, environmental, grading, stormwater, fire access, public safety, and other studies or plans required by the City. The City may require revisions necessary to satisfy applicable standards and protect public health, safety, and welfare.
- IV. **Fees and Charges.** Applicant shall pay all application fees, review fees, inspection fees, impact fees, connection fees, development charges, recording fees, and other fees and

charges applicable to the Project, unless expressly waived or modified by the City in a separate written approval.

Article 7 — Default and Remedies

- I. **Default.** A Party shall be in default if that Party materially fails to perform any obligation under this Agreement and fails to cure such failure within thirty (30) days after receiving written notice from the non-defaulting Party; provided, however, that if the default cannot reasonably be cured within thirty (30) days, the defaulting Party shall not be in default if it commences cure within such thirty (30)-day period and diligently prosecutes the cure to completion.
- II. **Immediate Action for Public Safety.** Notwithstanding Section I of this Article 7, the City may require immediate action, with shorter notice or without prior notice where circumstances reasonably require, to address conditions that threaten public health, safety, welfare, infrastructure integrity, utility service, drainage, emergency access, or compliance with Applicable Law.
- III. **City Remedies.** Upon Applicant's default, the City may exercise any remedy available under this Agreement, the City Code, the Project Approvals, any improvement agreement, any security instrument, or Applicable Law, including withholding permits or approvals, refusing certificates of occupancy, drawing on posted security, requiring corrective work, issuing stop work orders, pursuing injunctive relief, or seeking damages.
- IV. **Cumulative Remedies.** All rights and remedies under this Agreement are cumulative and not exclusive. The exercise of one remedy shall not preclude the exercise of any other remedy available at law, in equity, under the City Code, or under this Agreement.

Article 8 — Indemnification

- I. **Applicant Indemnity.** To the fullest extent permitted by law, Applicant shall indemnify, defend, and hold harmless the City and its elected officials, appointed officials, officers, employees, agents, consultants, representatives, and attorneys from and against all claims, demands, actions, losses, damages, liabilities, liens, costs, expenses, and attorneys' fees arising out of or related to the Project, the Property, Applicant's performance or nonperformance under this Agreement, the design or construction of Required Infrastructure, any negligent or wrongful act or omission of Applicant or its contractors, or any failure to comply with Applicable Law.
- II. **Survival.** Applicant's obligations under this Article 8 shall survive completion of the Project, acceptance of improvements, expiration or termination of this Agreement, and transfer of the Property.

Article 9 — Term

- I. **Effective Date.** This Agreement shall become effective on the date it has been approved by the City and executed by both Parties.
- II. **Duration.** This Agreement shall remain in effect until all obligations under this Agreement have been fully performed, unless earlier terminated by mutual written agreement of the Parties or as otherwise provided herein.
- III. **Survival of Land Use Obligations.** The zoning limitations, RMO Overlay obligations, maximum unit count, successor-binding provisions, infrastructure obligations, indemnities, warranties, and any obligations that by their nature are intended to continue shall survive expiration or termination of this Agreement to the extent necessary to give them effect.

Article 10 — General Provisions

- I. **Authority.** Each person signing this Agreement represents that he or she has authority to execute this Agreement on behalf of the Party for whom he or she signs.
- II. **Amendment.** This Agreement may be amended only by a written instrument approved and executed by the City and Applicant, and, if required by the City, recorded against the Property.
- III. **Assignment.** Applicant may not assign this Agreement except in connection with a transfer of an interest in the Property and only if the assignee assumes the applicable obligations under this Agreement in writing. No assignment shall release Applicant from obligations accrued before the assignment unless the City expressly agrees in writing.
- IV. **Notices.** All notices required under this Agreement shall be in writing and delivered by personal delivery, recognized overnight courier, certified mail, or email with confirmation of transmission to the addresses below, or to such other address as a Party may designate by written notice:

A. **If to City:**

Payson City
Attn: City Manager
439 West Utah Avenue
Payson, Utah 84651
Email: davet@paysonutah.gov

B. With a copy to:

Brandon Dalley, City Attorney
439 West Utah Avenue
Payson, Utah 84651
Email: brandond@paysonutah.gov

A. If to Applicant:
G Crossroads
P.O. Box 147
Payson, Utah 84651
Matt@dbarsmeat.com

B. ****With a copy to:****
Berg Civil Engineering
1018 North Deer Crest Lane
Alpine, Utah 84004
ken@bergcivilengineering.org

- V. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Utah.
- VI. **Venue.** Any action arising out of or relating to this Agreement shall be brought in the state courts located in Utah County, Utah.
- VII. **Entire Agreement.** This Agreement, together with its exhibits, constitutes the entire agreement between the Parties concerning the subject matter hereof and supersedes all prior negotiations, understandings, and agreements concerning such subject matter.
- VIII. **Severability.** If any provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions shall remain in full force and effect to the maximum extent permitted by law.
- IX. **No Waiver.** No waiver of any breach or default shall be deemed a waiver of any other breach or default. No failure or delay in exercising any right shall operate as a waiver of that right.
- X. **Time of Essence.** Time is of the essence in the performance of all obligations under this Agreement.
- XI. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.
- XII. **Exhibits.** The following exhibits are attached hereto and incorporated herein by this reference:
- A. **Exhibit A.** Legal Description of Property.
 - B. **Exhibit B.** Conceptual Development Plan or Approved Plan.
 - C. **Exhibit C.** Conditions of Approval.

D. **Exhibit D.** Architectural Design Standards

Article 11 — Signatures

IN WITNESS WHEREOF, the Parties have executed this Development Agreement as of the dates set forth below.

CITY:

Payson City
a Utah municipal corporation

By: _____

Name: William Wright

Title: Mayor

Date: _____

Attest:

By: _____

Name: Amalie Ottley

Title: City Recorder

Date: _____

Approved as to form:

By: _____

Name: Brandon Dalley

Title: City Attorney

Date: _____

Applicant:

D-S Smith Meat Processing, Inc.,
a Utah Corporation

By: _____

Name:

Title:

Date: _____

Acknowledgment

State of Utah)

§

County of Utah)

On this _____ day of _____, in the year 20____, before me, _____ a notary
date month year notary public name

public, personally appeared _____, proved on the basis of satisfactory
name of document signer

evidence to be the person(s) whose name(s) (is/are) subscribed to this instrument, and acknowledged

(he/she/they) executed the same.

Witness my hand and official seal.

(notary signature)

(seal)

Acknowledgment

State of Utah)

§

County of _____)

On this _____ day of _____, in the year 20____, before me, _____ a notary
date month year notary public name

public, personally appeared _____, proved on the basis of satisfactory
name of document signer

evidence to be the person(s) whose name(s) (is/are) subscribed to this instrument, and acknowledged

(he/she/they) executed the same.

Witness my hand and official seal.

(notary signature)

(seal)

Exhibit A — Legal Description of Property

Legal Description of Property

The following described real property located in Utah County, Utah:

PARCEL 1:

Commencing 11.62 chains North of the Southeast corner of the Northwest quarter of the Northwest quarter of Section 21, Township 9 South, Range 2 East, Salt Lake Base and Meridian, and running thence North 3.65 chains to the right of way of Strawberry Highline Canal; thence South 86°30' West along the right of way 5 chains; thence South 58°30' East 6 chains to the point of beginning.

Less and Except therefrom the following:

Commencing South 89°35'56" West along the section line 1029.73 feet and South 186.57 feet from the North quarter corner of Section 21, Township 9 South, Range 2 East, Salt Lake Base and Meridian, and running thence South 25°53'24" East 314.54 feet; thence South 64°06'36" West 345.76 feet; thence North 60°37'04" West 262.11 feet; thence North 00°24'04" West 186.10 feet; thence along the boundary of a canal as follows: North 87°08'32" East 189.32 feet; thence North 70°39'32" East 118.25 feet; thence North 55°28'44" East 124.69 feet to the point of beginning.

PARCEL 2:

Commencing South 89°35'56" West along the section line 1029.73 feet and South 186.57 feet from the North quarter corner of Section 21, Township 9 South, Range 2 East, Salt Lake Base and Meridian, and running thence South 25°53'24" East 314.54 feet; thence South 64°06'36" West 345.76 feet; thence North 60°37'04" West 262.11 feet; thence North 00°24'04" West 186.10 feet; thence along the boundary of a canal as follows: North 87°08'32" East 189.32 feet; thence North 70°39'32" East 118.25 feet; thence North 55°28'44" East 124.69 feet to the point of beginning.

Also, that portion received from that certain Boundary Line Agreement recorded September 7, 2006 as Entry No. 117505:2006 of Official Records, but Less and Except any portion conveyed by said Boundary Line Agreement.

Exhibit B — Conceptual Development Plan or Approved Plan

Exhibit B Conceptual Development Plan



DEVELOPMENT

Applicant

TABULATIONS

CURRENT ZONE

PROPOSED ZONE

PROPOSED OVERLAY

PROJECT AREA

NUMBER OF LOTS

DENSITY

R-1-A

R-1-7500

RMO-1

PRG - PLANNED RESIDENTIAL COMMUNITY

3.48 AC

19

5.46 DU/AC

SCALE: 1"= 40'

CIVIL ENGINEERING

1018 N. Deer Crest Lane

Alpine, UT, 84004

cell (801) 616-1677

REVISIONS			SEAL
NO.	DATE	DESCRIPTION	
1			
2			
3			
4			
5			
6			
7			

ACTION

ZONE CHANGE

DATE

09-21-2026

PROJECT

DESCRIPTION

CONCEPT PLAN

SHEET NAME

LAYOUT

SHEET NUMBER

C1

Exhibit C

CONDITIONS OF APPROVAL

The following Conditions of Approval are incorporated into and made a part of this Development Agreement. These Conditions of Approval constitute material conditions upon which Payson City approved the zoning change, the RMO Overlay, and this Development Agreement. Applicant acknowledges that additional conditions may be imposed in connection with future applications, including preliminary plan approval, preliminary plat approval, final plat approval, construction drawing approval, building permit approval, and other Project Approvals required by the City Code and Applicable Law.

- 1. Zoning Approval.** The Property is approved for rezoning from the R-1-A Zone to the R-1-75 Zone with application of the RMO-1 Residential Overlay as approved by the City Council.
- 2. Maximum Density.** Development of the Property shall be limited to a maximum of nineteen (19) detached single-family residential dwelling units unless otherwise approved by the City through an amendment to this Agreement and all required land use approvals.
- 3. Planned Residential Community.** The Project shall be developed as a Planned Residential Community within the RMO Overlay and shall comply with all applicable provisions of the Payson City Code governing Planned Residential Communities and the RMO Overlay District.
- 4. Architectural Design Standards.** The Project shall comply with the Architectural Design Standards attached as Exhibit D. Compliance with the Architectural Design Standards is a material condition of approval and a material basis for the City's approval of the zoning change, RMO Overlay, and Development Agreement.
- 5. Concept Plan Compliance.** The Project shall generally conform to the Conceptual Development Plan attached to Exhibit B, as such plan may be refined, modified, or adjusted through subsequent subdivision, engineering, site plan, building permit, and other applicable approval processes. The Conceptual Development Plan is illustrative only and shall not be construed as approval of any specific lot configuration, setback, street alignment, utility design, grading configuration, drainage facility, architectural feature, or other site improvement. To the extent any element of the Conceptual Development Plan conflicts with applicable law, City Code, Architectural Design Standards, Conditions of Approval, engineering requirements, or any subsequent Project Approval, the applicable law, standard, condition, requirement, or approval shall control.
- 6. Existing Industrial Use.** Applicant acknowledges that the Property is presently operated as a slaughterhouse and meat processing facility pursuant to prior approvals, including a Conditional Use Permit. Redevelopment of the Property for residential purposes shall result in the discontinuation of such industrial operations.
- 7. Termination of Existing Conditional Use Permit.** Upon removal of the existing slaughterhouse and meat processing facilities and commencement of residential redevelopment, the existing Conditional Use Permit authorizing slaughterhouse and meat processing operations on the Property shall be deemed terminated and of no further force or effect.

8. Preliminary Plan and Plat Approval Required. No development of the Property shall occur until the Applicant obtains all required Project Approvals, including preliminary plan approval, preliminary plat approval, final plat approval, construction drawing approval, and all applicable permits.

9. Engineering Requirements. Applicant shall comply with all engineering comments, requirements, and conditions imposed by the City Engineer, including requirements relating to drainage, grading, stormwater management, utility infrastructure, roadway improvements, traffic circulation, fire access, and public safety.

10. Infrastructure Improvements. Applicant shall design, construct, install, dedicate, and warrant all public and private infrastructure necessary to serve the Project in accordance with City standards and applicable approvals.

11. Utility Service. Applicant shall provide adequate culinary water, sanitary sewer, storm drainage, irrigation or secondary water systems, and all related utility infrastructure necessary to serve the Project as determined by the City.

12. Fire and Emergency Access. The Project shall comply with all requirements of the Fire Code Official, Fire District, and City regarding fire flow, hydrant placement, emergency access, turning radii, and life-safety requirements.

13. Landscaping and Open Space. Landscaping, streetscape improvements, common areas, open space, fencing, and related improvements shall be installed and maintained in accordance with the approved Project plans, City Code, and Architectural Design Standards.

14. Compliance with RMO Overlay Standards. The Project shall comply with all applicable provisions of the RMO Overlay, including but not limited to lot area requirements, setback requirements, lot coverage limitations, parking standards, landscaping requirements, and design standards unless otherwise approved by the City through a lawful approval process.

15. Additional Conditions Reserved. The City expressly reserves the right to impose additional conditions, requirements, mitigation measures, infrastructure obligations, engineering requirements, architectural requirements, and development standards during review of future applications and Project Approvals as authorized by Applicable Law and the City Code.

16. Development Agreement. This Development Agreement shall be recorded against the Property and shall run with the land. All successors and assigns shall be bound by the terms of this Agreement and these Conditions of Approval.

17. Compliance with Applicable Law. Applicant shall comply with all federal, state, county, and municipal laws, regulations, ordinances, permits, and standards applicable to the Property and the Project.

18. Expiration of Overlay Approval. To the extent required by Payson City Code Section 13.14.080.12, approval of the RMO Overlay shall expire if substantial construction has not

commenced within the time period established by the City Council or applicable City code, unless extended or otherwise approved by the City.

19. Bureau of Reclamation Requirements. Applicant shall be responsible for complying with all requirements, restrictions, agreements, easements, relocations, removals, and obligations imposed by or arising from actions of the United States Bureau of Reclamation affecting the Property. The City assumes no responsibility for such requirements.

20. Future Approval Conditions Incorporated. All conditions imposed through future preliminary plan approval, preliminary plat approval, final plat approval, construction drawing approval, engineering approval, building permit approval, and other Project Approvals shall automatically become Conditions of Approval under this Agreement and shall be binding upon Applicant and all successors in interest.

Exhibit D— Architectural Design Standards

The Project shall comply with the architectural renderings, elevations, material specifications, streetscape standards, and design criteria approved by the City as part of the Planned Residential Community and RMO Overlay. The standards depicted in this Exhibit establish the minimum architectural requirements and design quality standards applicable to the Project and constitute a material basis for the City's approval of the RMO Overlay, Planned Residential Community, zoning change, and this Agreement. No amendment to the Architectural Design Standards shall be effective unless approved by the City through the applicable approval process.

Exhibit D Architectural Design Standards

Planned Residential Community

1. Building Form.

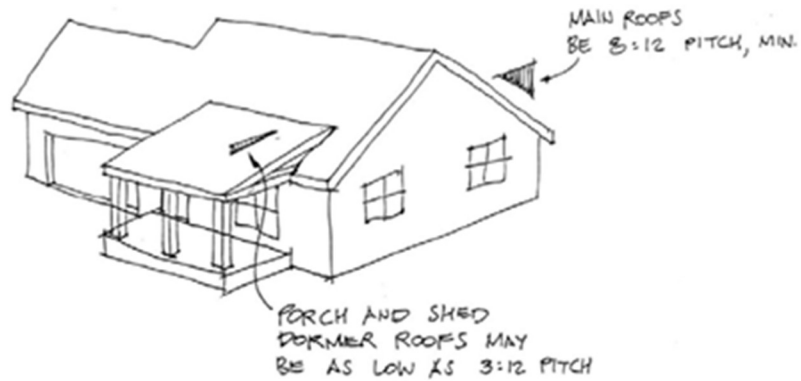
1. **Building Form Variation.** Exterior wall surface(s) that face a street, trail, or side yard greater than twelve (12) feet to property line, or an adjacent building, shall have architectural features that create visual interest. Such approved features include intersecting building forms, porches, chimneys, bay windows, cantilevered structures, roof gables, or other City approved features.



2. **Garages.** Attached or detached garage faces the same direction as the main entry or a street-facing side of the residential unit that it serves, the garage must be set back five (5) feet from the front most portion of the unit on that particular side.



3. **Minimum Roof Pitch.** Main roof structures of all residential units are to be an eight/twelve (8:12) pitch minimum. Minor roof structures such as porch, shed, or dormer roofs may be a three/twelve (3:12) pitch minimum.



4. **Window Layout and Design.** Windows on all residential units must be vertically proportioned and when appropriate, grouped with adjacent windows of similar sizes .

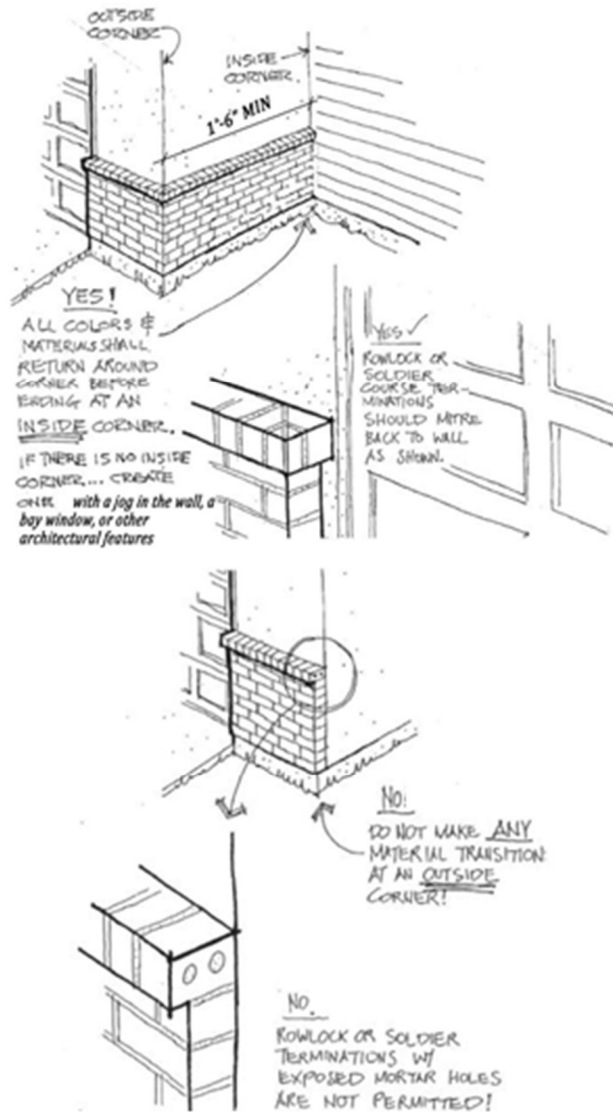


5. **Column Proportions.** When columns are used on porches and decks, they must be designed using correct architectural proportions and materials



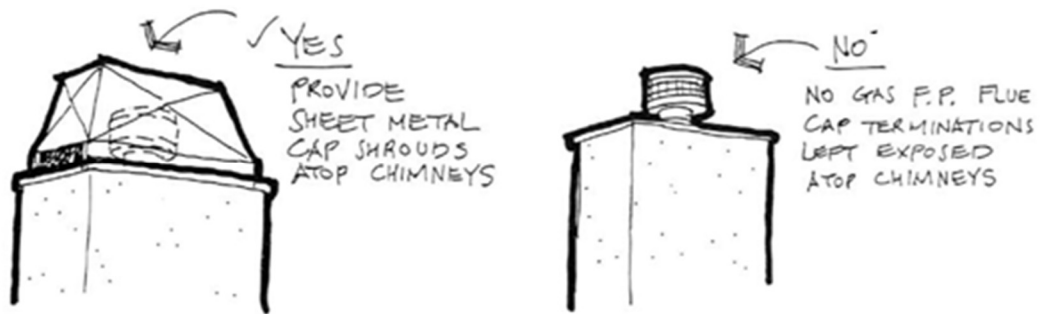
2. Exterior Finishes And Materials.

1. **Exterior Wall Surfaces.** Brick, stone, stucco and fiber reinforced cement-based siding are permitted for the exterior finish of residential units and accessory buildings. Plastic or aluminum products are not allowed as exterior finish materials.
2. **Maximum Stucco Percentage.** Stucco may be used to finish up to seventy (70) percent of the street facing exterior wall surface(s) and ninety (90) percent of the overall exterior wall surfaces. Exterior wall surface area excludes windows, doors, and roof structures.
3. **Minimum Masonry/Stone Percentage.** Twenty (20) percent of all street-facing exterior wall surface(s) shall be covered in masonry or stone. Side wrapping masonry may be counted to fulfill the minimum percentage. Exterior wall surface area excludes windows, doors, and roof structures.
4. **Wrapped Finish Materials.** All exterior finish materials (siding, stucco, masonry, stone, etc.) must terminate at an inside corner. Finishes are not allowed to terminate or transition at outside corners or in the middle of flat exterior surfaces. Masonry must wrap around outside corners that are a minimum of one (1) foot and six (6) inches from the adjacent inside corner where it terminates .



5. **Roofing Materials.** Roof, soffit, and fascia material shall be restricted to wood shingles or shakes, slate, tile, architectural grade asphalt, fiberglass or other materials reviewed and approved by the City.
6. **Exterior Lighting.** All exterior lighting shall be controlled by photocell technology. Appropriate lighting is desirable for nighttime visibility, crime deterrence, and decoration; however, lighting that is too bright or intense creates glare, hinders night vision, and creates light pollution is prohibited. Therefore, all lighting shall be shielded to prevent up-lighting and light escape.

7. **Rain Gutters And Downspouts.** Gutters and downspouts shall be designed and placed to be as inconspicuous as possible. Downspouts shall connect with an underground drain or short runs of underground piping to move the water away from the foundation; they shall not dump or exhaust on top of driveways or walks.
8. **Chimney, Chimney Caps, And Vents.** Chimneys of approved exterior materials may not exceed the height allowed by the City. Other than the direct vent through-the-wall type, exposed metal flues are not acceptable; all chimneys shall be enclosed in a material identical to, or compatible with, the building wall surfaces and covered with a hood to hide the flue system. All front or side external vent stacks shall be colored or painted to harmonize with and/or match the adjacent roof or wall material and the house design shall be planned to exit the roof to the rear of the main ridge line where possible, or in a location with the least visibility from the street.



9. **Satellite Dishes And Antenna.** Roof or wall mounted equipment must be placed in the least conspicuous manner. Satellite dishes and mechanical equipment must be planned as part of the roof/eaves design in order to be concealed from most pedestrian viewpoints.
10. **Gas And Electric Meters.** Meter locations are to be designed into the architecture of the dwelling and screened from view. Place the meter in the least conspicuous location allowed by the utility company.
11. Each home shall have a strong entry such as a porch, courtyard or other notable front access.

3. Site Design And Landscaping.

1. **Orientation.** Each unit fronting a public street shall be oriented to face the street. Any side of a dwelling that abuts a public street, a pedestrian trail, or a common space greater than twelve (12) feet in depth shall have architectural features and windows that engage with the space and effectively give “eyes on the street”.
2. **Deck Or Patio.** Each unit shall have an outdoor patio or deck space of at least one hundred (100) square feet in size.
3. **Tree Requirement.** One (1) street tree is to be planted for every forty (40) feet of public street frontage for the entire project. In addition to public street trees, at least one (1) additional tree for each residential unit in the project is required to be planted in other areas throughout the project. All trees must be 2” caliper, or larger, at the time planted and of a tree type approved by the City. Tree types are to be chosen to not conflict with or encroach on adjacent utility lines or structures.
4. **Shrubbery Requirement.** A minimum of four (4) five-gallon sized shrubs shall be planted in locations that are visible from the street for each residential unit. On corner street-facing lots an additional four (4) five-gallon sized shrubs are required on the additional street-facing side.
5. **Street Lighting Standards.** In areas away from building mounted fixtures, adequate lighting shall be provided along all streets. Appropriate lighting is desirable for nighttime visibility, crime deterrence, and decoration; however, lighting that is too bright or intense creates glare, hinders night vision, and creates light pollution is prohibited. Therefore, all lighting shall be shielded to prevent up-lighting and light escape. A standard list of approved lighting fixture choices will be available as approved by the City.
6. **Community Design.** Units shall be designed to allow for engagement with open space and the surrounding units. There shall be pedestrian connections between the surrounding elements such as units, streets, adjacent trails and paths. Pedestrian routes shall be designed to encourage walkability and provide safe and pleasant walking experiences.

7. **Amenities.** The community shall include common features such as community gardens, gazebo, sports courts, pools, community flower gardens or playgrounds.

4. **Buildings.**

1. **Square Footage** Each home shall meet the following minimum requirements

SQUARE FOOTAGE

LOWER LEVEL

- LIVING SPACE 1,290 S.F.

MAIN LEVEL

- LIVING SPACE 1,290 S.F. (1/2 BATH)
- GARAGE (2 CAR)

UPPER LEVEL

- LIVING SPACE 1,652 S.F. (3 BED, 3 BATH)

TOTAL

- LIVING SPACE 4,232 S.F. (3 BED, 3.5 BATH)

2. **Garages.** All homes to provide a two car garage
3. **Building Height.** All homes to be less than 34 feet to total height.





1 CONCEPT C - FRONT ELEVATION - OPTION 1
Scale: 1/4" = 1'-0"



2 CONCEPT C - RIGHT ELEVATION - OPTION 1
Scale: 1/4" = 1'-0"

