ENOCH CITY COUNCIL NOTICE AND AGENDA
November 4, 2026 at 6:00 pm
City Council Chambers, City Offices, 900 E. Midvalley Road
Join Zoom Meeting https://us02web.zoom.us/j/82040875862
Meeting ID: 820 4087 5862

1. **CALL TO ORDER OF REGULAR COUNCIL MEETING**
   a. **Pledge of Allegiance-**
   b. **Invocation (2 min.)-Audience invited to participate-**
   c. **Inspirational thought-**
   d. **Approval of Agenda for November 4, 2026**
   e. **Approval of Minutes for October 21, 2026**
   f. **Ratify Expenditures**
   g. **Conflict of Interest Declaration for this agenda-**

2. **PUBLIC COMMENTS**

3. **CONSIDER ORDINANCE NO. 2026-11-04-A AMENDMENTS TO ENOCH CITY CODE SECTIONS 12.2400.2413, 12.2500.2502(E), 14.100.113, AND 9.D REGARDING WATER RIGHTS, WATER CONNECTION REQUIREMENTS, SECONDARY WATER EXCEPTIONS, AND RATE-ENFORCED CONSERVATION TIERS. (RC Vote)**

4. **DISCUSSION ITEM: PIDDING ANNEXATION PETITION**

5. **CONSIDER RESOLUTION NO. 2026-11-04-A, THE ANNEXATION PETITION OF PIDDING LLC, CONSISTING OF APPROXIMATELY 677.34 ACRES INTO ENOCH CITY (RC Vote)**

6. **CONSIDER RESOLUTION NO. 2026-11-04-B, AN ANNEXATION AGREEMENT FOR THE PIDDING ANNEXATION. (RC VOTE)**

7. **CONSIDER RESOLUTION NO. 2026-11-04-C, A DEVELOPMENT AGREEMENT FOR THE PIDDING DEVELOPMENT. (RC Vote)**

8. **CONSIDER ORDINANCE NO. 2026-11-04-B AMENDING ENOCH CITY CODE SECTION 12.1500.1502, PERMITTED USES, TO ALLOW ACCESSORY DWELLING UNITS AS PERMITTED USES IN THE R-1-11 ZONE (RC Vote)**

9. **PUBLIC HEARING: CONSIDER AMENDING ENOCH CITY FEE SCHEDULE 6.A TO AMEND USE CATEGORIES**

10. **CONSIDER ORDNANCE NO. 2026-11-04-C CONSIDER AMENDING ENOCH CITY FEE SCHEDULE 6.A TO AMEND USE CATEGORIES (RC Vote)**

11. **DISCUSSION AND POSSIBLE ACTION REGARDING THE PROPOSED SOCIAL MEDIA POLICY.**

12. **SET A PUBLIC HEARING FOR NOVEMBER 18TH, 2026 TO AMEND ENOCH CITY CODE 9.C TO ADD A FEE TO LOCATE PRIVATE SEWER LATERAL LINES FOR $100**

13. **SET A PUBLIC HEARING FOR NOVEMBER 18, 2026, TO AMEND SECTION 4.2.2 OF THE ENOCH CITY ENGINEERING STANDARDS REGARDING METER LOCATION AND CONCRETE APRON REQUIREMENTS.**

14. **COUNCIL/STAFF REPORT**

15. **CLOSED SESSION TO DISCUSS ONE OR MORE OF THE FOLLOWING: THE CHARACTER, PROFESSIONAL COMPETENCE OR PHYSICAL OR MENTAL HEALTH OF AN INDIVIDUAL COLLECTIVE BARGAINING; PENDING OR REASONABLY IMMINENT LITIGATION, THE PURCHASE, EXCHANGE, OR LEASE OF REAL PROPERTY, INCLUDING ANY FORM OF WATER RIGHTS OR WATER SHARES; DEPLOYMENT OF SECURITY PERSONNEL, DEVICES OR SYSTEMS; INVESTIGATIVE PROCEEDINGS REGARDING ALLEGATIONS OF CRIMINAL MISCONDUCT.**

16. **ACTION FROM CLOSED MEETING**

17. **ADJOURN**

In compliance with the Americans with Disabilities Act, persons needing auxiliary communicative aids and services for these meetings should call the City Offices at 435-586-1119, giving at least 24 hours advance notice. Meetings of the Enoch City Council may be conducted by electronic means pursuant to Utah Code Annotated, Section 52-4-207. In such circumstances, contact will be established and maintained by telephone or other electronic means and the meeting will be conducted pursuant to the Enoch City Code of Revised Ordinances, Chapter 3-500, regarding meeting procedures including electronic meetings.

CERTIFICATE OF DELIVERY

I certify that a copy of the foregoing "Notice and Agenda" was delivered to each member of the City Council, posted on the Enoch City website, on the City Office entrance, and published on the Utah Public Meeting Notice website on 09/01/2026.

Mindy Kropf, Deputy Recorder Date

ENOCH CITY COUNCIL MEMO

SUBJECT: Proposed Water Code Amendments: Rate-Enforced Conservation Tier (Enoch City Code 12.2400.2413(J), 12.2500.2502(E), 14.100.113, and 9.D Water)

FOR CONSIDERATION ON: November 4th, 2026

PETITIONER: VELOCITY HOMES/Tyler Meilling

ACTION REQUESTED BY PETITIONER: Approve the proposed code amendment.

REVIEW TYPE: Legislative

BACKGROUND INFORMATION:

The proposed amendment creates an optional Rate-Enforced Conservation Tier. Under the draft, an applicant for a new single-family connection could elect a reduced water-right requirement of 0.37 acre-feet in place of the standard requirement of 0.50 acre-feet of Municipal & Industrial (M&I) water, or 0.88 acre-feet of agricultural water, in 14.100.113(B).

In exchange, the property would be placed on a conservation water rate with higher charges for heavy use, and a conservation agreement would be recorded against the property. The tier is intended for homes designed and maintained with limited outdoor irrigation: no more than 1,000 square feet of turf and only modest, drip-irrigated landscaping.

The draft touches four parts of the code, summarized below. Staff's comments on the draft follow in separate sections. The Water Board also reviewed the proposed changes; its recommendations are included in the table below.

Code section	Proposed change (as drafted)
12.2400.2413(J) Rate-Enforced Conservation Tiers	Single-family: elect 0.37 AF water-right duty, ≤ 1,000 sq ft turf, billed on the conservation rate (higher charges above 12,000 gal/month). Commercial/industrial: elect a reduced duty by designating monthly use in 2,000-gallon "conservation usage units." Conservation agreement recorded against the property. Water Board Recommendations: Add a citation to section 14.100.113 in the first paragraph. Remove the line that states, "including not more than 1,000 square feet of turf grass and more modest additional landscaping served". Use the word parcels instead of property.
12.2500.2502(E) Secondary Water Exception	Multi-residential developments and developments approved under a conservation tier need not connect to or extend secondary irrigation if irrigated turf is ≤ 3% of total development area and all landscape water use is covered by the water-right requirement and conservation rate.
14.100.113 Application for Water Connection	Adds a conservation-tier election to § 14.100.113(B), with duty and rate set by § 12.2400.2413(J). Adds dual-meter language for single-family properties: 0.3 AF culinary ("CUL" tier) and 0.7 AF secondary ("SEC" tier), non-transferable and remaining with the property. Water Board Recommendation: Add language that the city will hold the water right.
9.D Water (rate schedule)	Three new tables: Rate-Enforced Conservation for single-family residential, commercial/industrial, and multi-residential developments, each with a $30.30 base rate and tiered usage charges of $2.00, $3.00, and $10.00 per 1,000 gallons.

GENERAL PLAN REFERENCE:

- Water conservation and long-term water supply policies of the Enoch City General Plan

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CITY CODE REFERENCE:

- Enoch City Code 12.2400.2413 (Water Rights; Water Acquisition Policy), subsection J
- Enoch City Code 12.2500.2502(E) (Secondary water connection)
- Enoch City Code 14.100.113 (Application for Water Connection; Water Connection Policy)
- Enoch City Code 9.D (Water rates and fees)

PUBLIC NOTICE:

The City Council meeting agenda was posted in accordance with the Utah Open and Public Meetings Act.

STAFF RECOMMENDATION:

Staff recommends if the Council votes to approve the proposed changess, they be subject to the following revisions:

1. **Conservation tier designation and instructions.** Each lot approved under the conservation tier is designated as being in a water conservation tier. The owner must be given written instructions that, to receive more water than the tier allows or to leave the tier, they must bring in additional water rights up to the standard requirement and have the conservation agreement released.
2. **Final plat acknowledgment.** The final plat recorded for the development must acknowledge that the lots are in a water conservation tier.
3. **Lot size limit.** The conservation tier applies only to lots of 11,000 square feet or smaller.
4. **Senior water rights.** Water rights conveyed under the conservation tier must be senior water rights with a priority date earlier than 1934. The ordinance should state the exact cutoff date.
5. **Secondary water for open space.** Secondary irrigation water is required for all open space in the development if the development falls within the required footage for secondary connection. Section 12.2500.2502(E) should be revised so the exception does not excuse open space from connecting.

Green Text= Added

~~Red Strike Through~~= Removed

12.2400.2413 WATER RIGHTS

Enoch City Water ~~Connection~~ Acquisition-Policy

J. Rate-Enforced Conservation Tiers. As an alternative to the otherwise applicable water-right requirement, an applicant may elect a reduced water-right duty subject to placement of the property on an applicable conservation water rate and execution of a conservation agreement in a form approved by the City and recorded against the property or as a note on the final subdivision plat.

For a single-family residential lot, the applicant may elect a water-right duty of 0.37 acre-feet of Agricultural water. The conservation tier and the associated volume of water use is comparable to residences designed and maintained with limited outdoor irrigation, including not more than 1,000 square feet of turf grass and only modest additional landscaping served by drip or similarly efficient irrigation. Property electing this conservation tier shall be billed under the applicable residential conservation rate, including increased usage charges for metered water use exceeding 12,000 gallons in any calendar month.

Commercial and industrial applicants may likewise elect a reduced water-right duty by designating anticipated monthly water use in increments of 2,000 gallons. Each 2,000-gallon increment shall constitute one conservation usage unit for purposes of determining the required water-right conveyance or credit and the applicable monthly billing thresholds. Each usage unit shall result in a water-right duty of 0.123 acre-feet of Agricultural water. The applicant shall provide information reasonably sufficient to demonstrate that the number of conservation usage units elected is appropriate for the proposed use, and the City may reject a proposed amount that is materially below the reasonably anticipated water demand for the proposed or comparable use. Property electing this conservation tier shall be billed under the applicable commercial and industrial conservation rate, with increased usage charges for metered use exceeding the monthly volume associated with the conservation usage units assigned to the property.

Secondary Water Exception – §12.2500.2502(E) (add right after body text)

Notwithstanding the foregoing, a Multi-Residential Development, or a development approved under an applicable rate-enforced conservation tier pursuant to Section 12.2400.2413 shall not be required to connect to or extend the municipal secondary irrigation system if irrigated turf does not exceed three percent (3%) of the total development area and all proposed irrigated turf and other landscaping water use is accounted for in the water-right requirement and corresponding conservation rate applicable to the development.

14.100.113 APPLICATION FOR WATER CONNECTION

Enoch City Water Connection Policy

B. Amount of Water Required

For property located in single-family housing zone designations, and for single-family dwellings located in any other zones, each unit shall be assessed:

- 0.88 acre-feet of Agricultural water, or

Green Text= Added

~~Red Strike Through~~= Removed

- 0.50 acre-feet of Municipal & Industrial (M&I) water.

For commercial and industrial properties, the water right requirement will be calculated based on the size of the water meter required to serve the proposed use on the property. If the water meter size is augmented solely for fire suppression purposes, then the water right will be calculated based on the size of the meter that would be required absent fire suppression needs.

Notwithstanding the foregoing, an applicant may elect a Rate-Enforced Conservation Tier pursuant to Section 12.2400.2413(J). If approved, the amount of water right required for the property shall be determined under the applicable conservation tier, and the property shall be subject to the corresponding conservation rate and conservation agreement requirements provided therein.

Properties with Both Culinary & Secondary Water. Applicants seeking to approve properties, with a single-family unit, and with both Culinary and Secondary water meters are subject to the following:

- The Water Acquisition Fee & Water Right for a new water connection on such properties shall be equal to the value of a full acre foot, on such a property shall be as follows: .3 AF of Enoch City Water Right, corresponding to the culinary water, which are not transferable and shall remain with the property, and .7 AF of Enoch City Water Right, corresponding to the Secondary Water, which are not transferable and shall remain with the property.
- The Conservation Tier Schedule for such properties shall be permanently assigned as follows: The .3 AF of Culinary water shall be set at the Conservation Tier of “CUL,” and subject to the corresponding “CUL” water rates. The Secondary water shall be set at the Conservation Tier of “SEC,” and shall be subject to the corresponding SEC water rates. Properties in Enoch City with both a Culinary water meter and a Secondary water meter, will receive an Enoch City water bill separately designating the rates for each water meter.

9.D Water

Rate Enforced Conservation - Single Family Residential	
Base Rate (includes 12,000 gallons)	$30.30
12,001 to 18,000 gallons	$3.00 per 1,000 gallons
18,001 to 24,000 gallons	$6.00 per 1,000 gallons
24,000 + gallons	$10.00 per 1,000 gallons

Rate Enforced Conservation - Commercial and Industrial	

Green Text= Added

~~Red Strike Through~~= Removed

Base Rate per connection (does not include usage)	$30.30
0 to 2,000 gallons (per usage unit)	$2.00 per 1,000 gallons
2,001 to 3,000 gallons (per usage unit)	$3.00 per 1,000 gallons
3,000 + gallons (per usage unit)	$10.00 per 1,000 gallons

Multi-Residential Developments ("Units" = number of dwelling units + number of thousands of square feet of grass)	
Base Rate per connection (does not include usage)	$30.30
0 to 5,000 gallons (per unit)	$2.00 per 1,000 gallons
5,001 to 8,000 gallons (per unit)	$3.00 per 1,000 gallons
8,000 + gallons (per unit)	$10.00 per 1,000 gallons

***Multi-residential water-right requirements are already established at 0.3 acre-feet per dwelling unit, plus an additional duty for irrigated turf. The 0.3 acre-foot requirement is just under 5,000 gallons per unit per month and generally aligns with local multifamily use, including modest drip irrigation and desert landscaping. For billing, each dwelling unit counts as one billing unit, with one additional billing unit for each 1,000 square feet of irrigated turf, which also uses about 5,000 gallons per month during the irrigation season.

ENOCH CITY COUNCIL AGENDA MEMO

SUBJECT: Pidding LLC Annexation Petition

FOR CONSIDERATION ON: November 4, 2026

PETITIONER: Pidding LLC

ACTION REQUESTED BY PETITIONER: Approval of Petition to Annex into Enoch City.

REVIEW TYPE: Legislative

BACKGROUND INFORMATION:

On August 11, 2026, Pidding LLC filed an annexation petition with the Enoch City Recorder requesting annexation of approximately 677.34 acres of real property located at parcels D-0162-0163-0196, D-0164-0001-0005, D-0164-0001-0000, D-0164-0000-0000, and D-0197-0002-0000 into Enoch City (see attached map).

During its August 19, 2026, meeting, the City Council accepted the petition for further study. The City subsequently certified the petition and notified affected entities, initiating a 30-day protest period. The protest period has expired, and no protests were filed.

A public hearing was held on October 7, 2026, as part of the annexation review process. The Council's consideration of the annexation was postponed to allow the applicant additional time to prepare the proposed annexation agreement, which will be presented to the Council for consideration under a separate agenda item.

The applicant's proposed master plan identifies a potential range of approximately 300–700 single-family residential units, 1,450–2,700 multifamily residential units, and approximately 88 acres of commercial development.

The purpose of this agenda item is for the City Council to determine whether it wishes to annex the property based on the proposed development concept. The annexation agreement and any associated development agreements will be reviewed and considered separately under their respective agenda items. Consideration of the annexation request does not constitute final approval of the proposed development plans or development agreements.

GENERAL PLAN REFERENCE:

- Enoch City Annexation Policy Plan (See Attached)

CITY CODE REFERENCE:

- Utah State Code 10-2-8

PUBLIC NOTICE:

A public hearing was held as part of this agenda item review and has been noticed according to State and City Requirements.

STAFF RECOMMENDATION:

Staff recommends that the City Council consider the annexation petition submitted by Pidding LLC for approximately 677.34 acres and determine whether the City wishes to annex the property with the proposed development concept. The proposed master plan identifies a potential range of approximately 300–700 single-family residential units, 1,450–2,700 multifamily residential units, and approximately 88 acres of commercial development.

The purpose of this agenda item is limited to determining whether the City wishes to move forward with annexing the property based on the proposed development concept. The proposed annexation agreement and development agreements will be reviewed and considered separately under their respective agenda items. Approval of the annexation petition should not be interpreted as approval of the final development plans or development agreements.

COMMISSIONERS
Michael P. Bleak
Paul Cozzens
Ken Robinson

ASSESSOR / Karsten Reed
ATTORNEY / Chad E. Dotson
AUDITOR / Lucas Little
CLERK / Jonathan T. Whittaker
RECORDER / Carri R. Jeffries
SHERIFF / Kenneth K. Carpenter
TREASURER / Nicole B. Rosenberg

P.O. Box 429
68 South 100 East
Parowan, Utah 84761
P 435.477.8300
F 435.477.8847

CERTIFICATE OF NOTICE

July 29, 2026

RE: Pidding LLC, property located approximately at parcel D-0162-0163-0196, D-0164-0001-0005, D-0164-0001-0000, D-0164-0000-0000, and D-0197-0002-0000 containing approximately 677.34 acres of land.

Dear Enoch City,

I, Shaneal Bess, Chief Deputy Clerk, for Jonathan T. Whittaker, Iron County Clerk, of Iron County, Utah, hereby certify that Iron County has received a Notice of Intent to File Annexation Petition. Name of Annexation: Pidding LLC. Proposed annexation property, approximate location D-0162-0163-0196, D-0164-0001-0005, D-0164-0001-0000, D-0164-0000-0000, and D-0197-0002-0000, Iron County unincorporated. Iron County has mailed out annexation notice and annexation plat to property owners that are located within 300 feet of the proposed property for annexation on July 29, 2026.

Sincerely,

Shaneal Bess
Chief Deputy Clerk

COUNTY OF IRON
COUNTY CLERK
STATE OF UTAH

IRON COUNTY
UTAH EST 1851

COMMISSIONERS
Michael P. Bleak
Paul Cozzens
Ken Robinson

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P 435.477.8300
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July 29, 2026

Iron County has received a Notification of Petition for Annexation proposing the annexation of approximately 677.34 acres into the corporate limits of Enoch City.

The property that is the subject of this petition is contiguous to the current corporate boundaries of Enoch City and includes the following parcel numbers:
D-0162-0163-0196
D-0164-0001-0005
D-0164-0001-0000
D-0164-0000-0000
D-0197-0002-0000
A copy of the proposed annexation map and the legal description of the property is enclosed for your review.

Attention:

Your property may be affected by a proposed annexation.

Records show that you own property within an area that is intended to be included in a proposed annexation to Enoch City or that is within 300 feet of that area. If your property is within the area proposed for annexation, you may be asked to sign a petition supporting the annexation. You may choose whether to sign the petition. By signing the petition, you indicate your support of the proposed annexation. If you sign the petition but later change your mind about supporting the annexation, you may withdraw your signature by submitting a signed, written withdrawal with the recorder or clerk of Enoch City within 30 days after Enoch City receives notice that the petition has been certified.

There will be no public election on the proposed annexation because Utah law does not provide for an annexation to be approved by voters at a public election. Signing or not signing the annexation petition is the method under Utah law for the owners of property within the area proposed for annexation to demonstrate their support of or opposition to the proposed annexation.

You may obtain more information on the proposed annexation by contacting Enoch City; Lindsay Hildebrand, 900 E Midvalley Rd, Enoch, 435-586-1119, lindsay@enochcityut.gov, or Iron County Clerk; Jon Whittaker, 68 S 100 E, Po Box 429 Parowan, 435-477-8340, jwhittaker@ironcountyut.gov, or Tyler Melling, Po Box 1977, Cedar City, 435-586-0843, tyler@velocitybuilders.com. Once filed, the annexation petition will be available for inspection and copying at the office of Enoch City Office, 900 E Midvalley Rd, Enoch.

Sincerely,

Shaneal Bess

Shaneal Bess
Chief Deputy Clerk

COUNTY OF IRON
COUNTY CLERK
STATE OF UTAH

Exhibit 1

LEGAL DESCRIPTION:

PARCEL #1:

BEGINNING AT THE EAST QUARTER CORNER OF SECTION 8, TOWNSHIP 35 SOUTH, RANGE 10 WEST, SLB&M; THENCE S.89°51'45"W. ALONG THE EAST-WEST QUARTER SECTION LINE 1329.04 FEET TO THE CENTER EAST 1/16 CORNER OF SAID SECTION 8, THENCE S.12°43'16"W. 10.32 FEET TO THE MUNICIPAL BOUNDARY LINE OF ENOCH CITY CORP., THENCE ALONG SAID MUNICIPAL BOUNDARY LINE THE FOLLOWING FIVE (5) COURSES: (1) S.89°52'05"W. 1951.97 FEET, (2) N.0°07'55"W. 1329.36 FEET TO THE SOUTH LINE OF THE NE1/4NW1/4 OF SAID SECTION 8, (3) S89°48'50"W. ALONG SAID 1/16 LINE 2032.17 FEET TO THE NORTH 1/16 CORNER COMMON TO SECTION 7 & 8, TOWNSHIP 35 SOUTH, RANGE 10 WEST, SBL&M, (4) N.0°03'39"W. ALONG THE SECTION LINE 1317.23 FEET TO THE NORTHWEST CORNER OF SAID SECTION 8, AND (5) N.0°36'25"E. ALONG THE SECTION LINE 1339.47 FEET TO THE SOUTH 1/16 CORNER COMMON TO SECTIONS 5 & 6, TOWNSHIP 35 SOUTH, RANGE 10 WEST, SBL&M, THENCE N.0°36'25"E. ALONG THE SECTION LINE 1339.47 FEET TO THE WEST QUARTER CORER OF SAID SECTION 5, THENCE S.89°52'23"E. ALONG THE EAST-WEST QUARTER SECTION LINE 1320.51 FEET TO THE CENTER WEST 1/16 CORNER OF SAID SECTION 5, THENCE S.0°24'54"W. ALONG THE EAST LINE OF THE NW1/4SW1/4 OF SAID SECTION 5 1335.18 FEET TO THE SOUTHWEST 1/16 CORNER OF SAID SECTION 5, THENCE N.89°56'33"E. ALONG THE SOUTH LINE OF THE NE1/4SW1/4 OF SAID SECTION 8 1325.03 FEET TO THE CENTER SOUTH 1/16 CORNER OF SAID SECTION 5, THENCE S.0°13'19"W. ALONG THE NORTH-SOUTH QUARTER SECTION LINE 1330.90 FEET TO THE SOUTH QUARTER CORNER OF SAID SECTION 5, THENCE N.89°38'51"E. ALONG THE SECTION LINE 1331.61 FEET TO THE EAST 1/16 CORNER COMMON TO SECTIONS 5 & 8, TOWNSHIP 35 SOUTH, RANGE 10 WEST, SBL&M, THENCE N.0°10'26"E. ALONG THE WEST LINE OF THE SE1/4SE1/4 OF SAID SECTION 5 1325.33 FEET TO THE SOUTHEAST 1/16 CORNER OF SAID SECTION 5, THENCE N.89°53'13"E. ALONG THE NORTH LINE OF THE SE1/4SE1/4 OF SAID SECTION 5 1330.46 FEET TO THE SOUTH 1/16 CORNER COMMON TO SECTIONS 4 & 5, TOWNSHIP 35 SOUTH, RANGE 10 WEST, SBL&M, THENCE N.0°07'31"E. ALONG THE SECTION LINE 1319.76 FEET TO THE WEST QUARTER CORNER OF SAID SECTION 4, THENCE N.89°57'37"E. ALONG THE EAST-WEST QUARTER SECTION LINE 2653.31 CENTER QUARTER CORNER OF SAID SECTION 4, THENCE S.0°06'40"W. ALONG THE NORTH-SOUTH QUARTER SECTION LINE 1324.01 FEET TO THE CENTER SOUTH 1/16 CORNER OF SAID SECTION 4, THENCE S.0°06'24"W. ALONG THE NORTH-SOUTH QUARTER SECTION LINE 1323.84 FEET TO THE SOUTH QUARTER CORNER OF SAID SECTION 4, THENCE N.89°51'25"W. ALONG THE SECTION LINE 1327.06 FEET TO THE WEST 1/16 CORNER COMMON TO SECTION 4 & 9, TOWNSHIP 35 SOUTH, RANGE 10 WEST, SBL&M, THENCE S.0°02'51"W. ALONG THE EAST LINE OF THE W1/2NW1/4 OF SAID SECTION 9 915.93 FEET TO AN ANGLE POINT, THENCE S.0°02'40"W. ALONG SAID 1/16 LINE 1736.53 FEET TO THE CENTER WEST 1/16 CORNER OF SAID SECTION 9,

THENCE N.89°44'46"W. ALONG THE EAST-WEST QUARTER SECTION LINE 1327.26 FEET TO THE POINT OF BEGINNING.

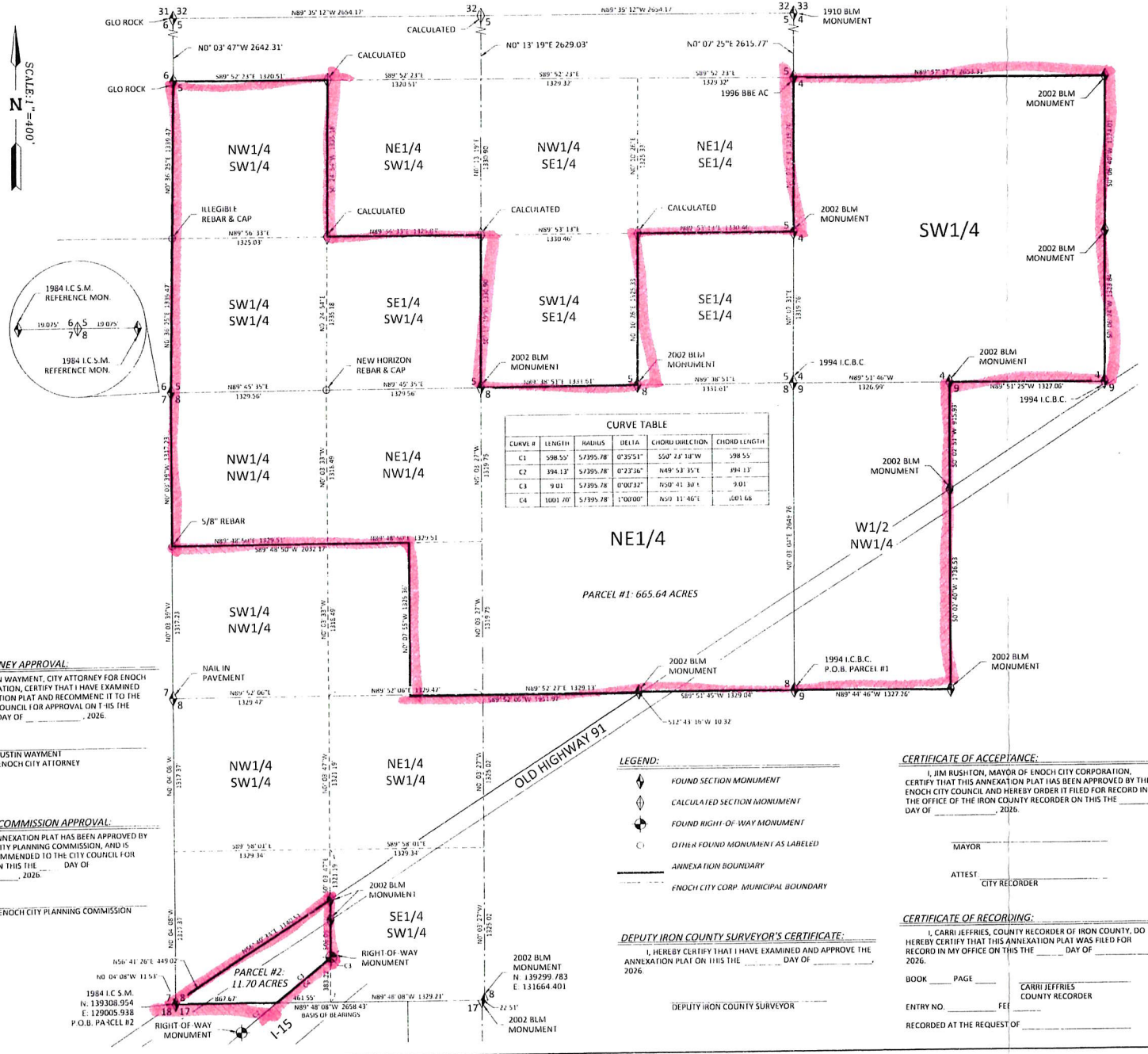
CONTAINS 665.64 ACRES OF LAND.

PARCEL #2:

BEGINNING AT THE SOUTHWEST CORNER OF SECTION 8, TOWNSHIP 35 SOUTH, RANGE 10 WEST, SBL&M; THENCE ALONG THE MUNICIPAL BOUNDARY LINE OF ENOCH CITY CORP. THE FOLLOWING THREE (3) COURSES: (1) N.0°04'08"W. ALONG THE SECTION LINE 11.53 FEET TO THE NORTHWESTERLY RIGHT-OF-WAY LINE OF OLD HIGHWAY 91, (2) N.56°41'26"E. ALONG SAID RIGHT-OF-WAY LINE 449.02 FEET, AND (3) N.56°40'34"E. ALONG SAID RIGHT-OF-WAY LINE 1140.51 FEET TO THE EAST LINE OF THE SW1/4SW1/4 OF SAID SECTION 8, THENCE S.0°03'47"E. ALONG SAID 1/16 LINE 506.05 FEET TO THE NORTHWESTERLY RIGHT-OF-WAY LINE OF INTERSTATE 15 AND A POINT OF CURVE, THENCE ALONG THE ARC OF A CURVE TO THE LEFT WITH A RADIUS OF 57395.78 FEET A DISTANCE OF 598.55 FEET (THE CHORD OF SAID CURVE BEARS S.50°23'18"W. 598.55 FEET) TO THE SOUTH LINE OF SAID SECTION 8 AND THE MUNICIPAL BOUNDARY LINE OF ENOCH CITY CORP., THENCE N.89°48'08"W. ALONG SAID SECTION LINE 867.67 FEET TO THE POINT OF BEGINNING.

CONTAINS 11.70 ACRES OF LAND

PIDDING LLC
ENOCH ANNEXATION PLAT



CURVE TABLE

CURVE #	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD LENGTH
C1	598.55'	57395.78'	0°35'51"	S50° 24' 18"W	598.55'
C2	394.13'	57395.78'	0°23'36"	N49° 53' 35"E	394.13'
C3	9.01	57395.78'	0°00'32"	N50° 41' 30"E	9.01
C4	1001.20'	57395.78'	1°00'00"	N50° 11' 46"E	1001.68

CITY ATTORNEY APPROVAL:

I, JUSTIN WAYMENT, CITY ATTORNEY FOR ENOCH CITY CORPORATION, CERTIFY THAT I HAVE EXAMINED THIS ANNEXATION PLAT AND RECOMMEND IT TO THE ENOCH CITY COUNCIL FOR APPROVAL ON THIS THE _____ DAY OF _____, 2026.

JUSTIN WAYMENT
ENOCH CITY ATTORNEY

PLANNING COMMISSION APPROVAL:

THIS ANNEXATION PLAT HAS BEEN APPROVED BY THE ENOCH CITY PLANNING COMMISSION, AND IS HEREBY RECOMMENDED TO THE CITY COUNCIL FOR APPROVAL ON THIS THE _____ DAY OF _____, 2026.

ENOCH CITY PLANNING COMMISSION

LEGEND:

- FOUND SECTION MONUMENT
- CALCULATED SECTION MONUMENT
- FOUND RIGHT-OF-WAY MONUMENT
- OTHER FOUND MONUMENT AS LABELED
- ANNEXATION BOUNDARY
- ENOCH CITY CORP. MUNICIPAL BOUNDARY

DEPUTY IRON COUNTY SURVEYOR'S CERTIFICATE:

I, HEREBY CERTIFY THAT I HAVE EXAMINED AND APPROVE THE ANNEXATION PLAT ON THIS THE _____ DAY OF _____, 2026.

DEPUTY IRON COUNTY SURVEYOR

CERTIFICATE OF ACCEPTANCE:

I, JIM RUSHTON, MAYOR OF ENOCH CITY CORPORATION, CERTIFY THAT THIS ANNEXATION PLAT HAS BEEN APPROVED BY THE ENOCH CITY COUNCIL AND HEREBY ORDER IT FILED FOR RECORD IN THE OFFICE OF THE IRON COUNTY RECORDER ON THIS THE _____ DAY OF _____, 2026.

MAYOR

ATTEST: _____
CITY RECORDER

CERTIFICATE OF RECORDING:

I, CARRI JEFFRIES, COUNTY RECORDER OF IRON COUNTY, DO HEREBY CERTIFY THAT THIS ANNEXATION PLAT WAS FILED FOR RECORD IN MY OFFICE ON THIS THE _____ DAY OF _____, 2026.

BOOK _____ PAGE _____

ENTRY NO. _____ FEE _____

CARRI JEFFRIES
COUNTY RECORDER

RECORDED AT THE REQUEST OF _____

SURVEYOR'S CERTIFICATE

I, JAY S. ADAMS, DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR, AND THAT I HOLD CERTIFICATE No. 167230, IN ACCORDANCE WITH TITLE 56, CHAPTER 22, PROFESSIONAL ENGINEERS AND LAND SURVEYORS LICENSING ACT. I FURTHER CERTIFY THAT THIS ANNEXATION PLAT HAS BEEN PREPARED UNDER MY DIRECTION AND THAT THIS PLAT POINTRAYS THE ANNEXATION BOUNDARIES TO BE ADOPTED BY THE ENOCH CITY COUNCIL THE LEGAL DESCRIPTION AND PLAT ARE TRUE AND CORRECT.

DATE: _____ JAY S. ADAMS

LEGAL DESCRIPTION:

PARCEL #1:

BEGINNING AT THE EAST QUARTER CORNER OF SECTION 8, TOWNSHIP 35 SOUTH, RANGE 10 WEST, SLB&M; THENCE S.89°51'45"W. ALONG THE EAST-WEST QUARTER SECTION LINE 1329.04 FEET TO THE CENTER EAST 1/16 CORNER OF SAID SECTION 8, THENCE S.12°43'16"W. 10.32 FEET TO THE MUNICIPAL BOUNDARY LINE OF ENOCH CITY CORP., THENCE ALONG SAID MUNICIPAL BOUNDARY LINE THE FOLLOWING FIVE (5) COURSES: (1) S.89°52'05"W. 1951.97 FEET, (2) N.0°07'55"W. 1329.36 FEET TO THE SOUTH LINE OF THE NE1/4NW1/4 OF SAID SECTION 8, (3) S89°48'50"W. ALONG SAID 1/16 LINE 2032.17 FEET TO THE NORTH 1/16 CORNER COMMON TO SECTION 7 & 8, TOWNSHIP 35 SOUTH, RANGE 10 WEST, SBL&M, (4) N.0°03'39"W. ALONG THE SECTION LINE 1317.23 FEET TO THE NORTHWEST CORNER OF SAID SECTION 8, AND (5) N.0°36'25"E. ALONG THE SECTION LINE 1339.47 FEET TO THE SOUTH 1/16 CORNER COMMON TO SECTIONS 5 & 6, TOWNSHIP 35 SOUTH, RANGE 10 WEST, SBL&M, THENCE N.0°36'25"E. ALONG THE SECTION LINE 1339.47 FEET TO THE WEST QUARTER CORER OF SAID SECTION 5, THENCE S.89°52'23"E. ALONG THE EAST-WEST QUARTER SECTION LINE 1320.51 FEET TO THE CENTER WEST 1/16 CORNER OF SAID SECTION 5, THENCE S.0°24'54"W. ALONG THE EAST LINE OF THE NW1/4SW1/4 OF SAID SECTION 5 1335.18 FEET TO THE SOUTHWEST 1/16 CORNER OF SAID SECTION 5, THENCE N.89°56'33"E. ALONG THE SOUTH LINE OF THE NE1/4SW1/4 OF SAID SECTION 8 1325.03 FEET TO THE CENTER SOUTH 1/16 CORNER OF SAID SECTION 5, THENCE S.0°13'19"W. ALONG THE NORTH-SOUTH QUARTER SECTION LINE 1330.90 FEET TO THE SOUTH QUARTER CORNER OF SAID SECTION 5, THENCE N.89°38'51"E. ALONG THE SECTION LINE 1331.61 FEET TO THE EAST 1/16 CORNER COMMON TO SECTIONS 5 & 8, TOWNSHIP 35 SOUTH, RANGE 10 WEST, SBL&M, THENCE N.0°10'26"E ALONG THE WEST LINE OF THE SE1/4SE1/4 OF SAID SECTION 5 1325.33 FEET TO THE SOUTHEAST 1/16 CORNER OF SAID SECTION 5, THENCE N.89°53'13"E ALONG THE NORTH LINE OF THE SE1/4SE1/4 OF SAID SECTION 5 1330.46 FEET TO THE SOUTH 1/16 CORNER COMMON TO SECTIONS 4 & 5, TOWNSHIP 35 SOUTH, RANGE 10 WEST, SBL&M, THENCE N.0°07'31"E ALONG THE SECTION LINE 1319.76 FEET TO THE WEST QUARTER CORNER OF SAID SECTION 4, THENCE N.89°57'37"E. ALONG THE EAST-WEST QUARTER SECTION LINE 2653.31 CENTER QUARTER CORNER OF SAID SECTION 4, THENCE S.0°05'40"W. ALONG THE NORTH-SOUTH QUARTER SECTION LINE 1324.01 FEET TO THE CENTER SOUTH 1/16 CORNER OF SAID SECTION 4, THENCE S.0°06'24"W. ALONG THE NORTH-SOUTH QUARTER SECTION LINE 1323.84 FEET TO THE SOUTH QUARTER CORNER OF SAID SECTION 4, THENCE N.89°51'25"W. ALONG THE SECTION LINE 1327.06 FEET TO THE WEST 1/16 CORNER COMMON TO SECTION 4 & 9, TOWNSHIP 35 SOUTH, RANGE 10 WEST, SBL&M, THENCE S.0°02'51"W ALONG THE EAST LINE OF THE W1/2NW1/4 OF SAID SECTION 9 915.93 FEET TO AN ANGLE POINT, THENCE S.0°02'40"W. ALONG SAID 1/16 LINE 1736.53 FEET TO THE CENTER WEST 1/16 CORNER OF SAID SECTION 9, THENCE N.89°44'46"W. ALONG THE EAST-WEST QUARTER SECTION LINE 1327.26 FEET TO THE POINT OF BEGINNING.

CONTAINS 665.64 ACRES OF LAND.

PARCEL #2:

BEGINNING AT THE SOUTHWEST CORNER OF SECTION 8, TOWNSHIP 35 SOUTH, RANGE 10 WEST, SBL&M; THENCE ALONG THE MUNICIPAL BOUNDARY LINE OF ENOCH CITY CORP. THE FOLLOWING THREE (3) COURSES. (1) N.0°04'08"W. ALONG THE SECTION LINE 11.53 FEET TO THE NORTHWESTERLY RIGHT-OF-WAY LINE OF OLD HIGHWAY 91, (2) N.56°41'26"E. ALONG SAID RIGHT-OF-WAY LINE 449.02 FEET, AND (3) N.56°40'34"E. ALONG SAID RIGHT-OF-WAY LINE 1140.51 FEET TO THE EAST LINE OF THE SW1/4SW1/4 OF SAID SECTION 8, THENCE S.0°03'47"E. ALONG SAID 1/16 LINE 506.05 FEET TO THE NORTHWESTERLY RIGHT-OF-WAY LINE OF INTERSTATE 15 AND A POINT OF CURVE, THENCE ALONG THE ARC OF A CURVE TO THE LEFT WITH A RADIUS OF 57395.78 FEET A DISTANCE OF 598.55 FEET (THE CHORD OF SAID CURVE BEARS S.50°23'18"W. 598.55 FEET) TO THE SOUTH LINE OF SAID SECTION 8 AND THE MUNICIPAL BOUNDARY LINE OF ENOCH CITY CORP., THENCE N.89°48'08"W. ALONG SAID SECTION LINE 867.67 FEET TO THE POINT OF BEGINNING.

CONTAINS 11.70 ACRES OF LAND.

LOCATION: WITHIN SEC. 4, 5, & 8, T.35S., R.10W., SLB&M

PREPARED FOR: PIDDING LLC

DATE: JUNE 9, 2026

DRAWN: H.K.H. | CHECKED: J.S.A. | CHECKED:

ADAMS SURVEYING & ENGINEERING INC.
1088 CEDAR KNOLLS
CEDAR CITY, UTAH 84720
OFFICE: (801) 586-0852
EMAIL: office@adamssurveying.com

RECEIVED
AUG 11 2026
BY: Lindsay Hildebrand

PETITION FOR ANNEXATION

To the Mayor and members of the Enoch City Council, a municipal corporation of the State of Utah:

The petition of the undersigned owners of real property hereinafter more particularly described herein, do hereby present this Petition for Annexation of the said real property into the corporate limits of Enoch City, UT, and respectfully represent as follows:

1. That they are the owners, or owners' representative, of the real property in the territory lying contiguous to the present corporate limits of Enoch City, Iron County, State of Utah.

2. That the undersigned petitioners constitute a 51% majority of the owners of the said real property, and that they desire to have such property annexed into Enoch City, UT and become a part thereof.

3. That attached hereto is a certified copy of an accurate plat or map of such territory to be so annexed, in relation to presently existing boundaries of Enoch City, UT, showing that such territory to be so annexed does actually lie contiguous to such existing boundaries of Enoch City, UT and which plat has been prepared by Platt and Platt, Inc. certified and duly licensed engineers and surveyors.

4. That the territory to be so annexed is shown on the annexation plat map attached hereto and is more particularly described below by its legal description:

   SEE ATTACHED EXHIBIT 1

5. That the property of petitioners, as herein described, constitutes not less than one third (1/3) in value the real property, as shown by the last assessment rolls of the office of the Iron County Assessor for the year 2025.

6. That the petitioners reserve the right to withdraw this petition at any time before it is granted, and that Enoch City consents to such right by accepting this petition.

7. That the following signer is designated as the contact sponsor of this petition:

Pidding, LLC
W. Tyler Melling, General Counsel
PO Box 1977
Cedar City, UT 84721
435-586-0843

WHEREFORE, your petitioners request the members of City Council of Enoch City, UT, vote upon the question of such annexation relative to the real property described herein, and that an appropriate ordinance be passed and adopted, declaring the annexation of such territory and real

property and the extension of the corporate limits of Enoch City, UT, accordingly.

Dated this 11th day of August 2026.

Pidding LLC, a Utah Limited Liability Company
Owner/Petitioner/Representative

By: W. Tyler Melling, General Counsel
PO Box 1977
Cedar City, UT 84721
435-586-0843

North Spring Ranch LLC, a Utah Limited Liability Company
Owner/Petitioner/Representative

By: W. Tyler Melling, General Counsel
PO Box 1977
Cedar City, UT 84721
435-586-0843

ACKNOWLEDGEMENT

STATE OF UTAH)
ss.
County of Iron)

On August 11, 2026, personally appeared before me W. Tyler Melling, General Counsel of Pidding LLC, and W. Tyler Melling, General Counsel of North Spring Ranch LLC, who being by me duly sworn did say that he/she/they are the Owner/Petitioner/Representative of property designated for annexation into Enoch City municipal boundaries, and that the foregoing instrument was duly authorized by Enoch City as stated in the Revised Ordinances of Enoch City.

Jeannie Johnson
Notary Public

JEANNIE JOHNSON
Notary Public
State of Utah
My Commission Expires 3-Sep-28
Commission Number 738998

EXHIBIT 1

PARCEL #1:

BEGINNING AT THE EAST QUARTER CORNER OF SECTION 8, TOWNSHIP 35 SOUTH, RANGE 10 WEST, SLB&M; THENCE S.89°51'45"W. ALONG THE EAST-WEST QUARTER SECTION LINE 1329.04 FEET TO THE CENTER EAST 1/16 CORNER OF SAID SECTION 8, THENCE S.12°43'16"W. 10.32 FEET TO THE MUNICIPAL BOUNDARY LINE OF ENOCH CITY CORP., THENCE ALONG SAID MUNICIPAL BOUNDARY LINE THE FOLLOWING FIVE (5) COURSES: (1) S.89°52'05"W. 1951.97 FEET, (2) N.0°07'55"W. 1329.36 FEET TO THE SOUTH LINE OF THE NE1/4NW1/4 OF SAID SECTION 8, (3) S89°48'50"W. ALONG SAID 1/16 LINE 2032.17 FEET TO THE NORTH 1/16 CORNER COMMON TO SECTION 7 & 8, TOWNSHIP 35 SOUTH, RANGE 10 WEST, SBL&M, (4) N.0°03'39"W. ALONG THE SECTION LINE 1317.23 FEET TO THE NORTHWEST CORNER OF SAID SECTION 8, AND (5) N.0°36'25"E. ALONG THE SECTION LINE 1339.47 FEET TO THE SOUTH 1/16 CORNER COMMON TO SECTIONS 5 & 6, TOWNSHIP 35 SOUTH, RANGE 10 WEST, SBL&M, THENCE N.0°36'25"E. ALONG THE SECTION LINE 1339.47 FEET TO THE WEST QUARTER CORER OF SAID SECTION 5, THENCE S.89°52'23"E. ALONG THE EAST-WEST QUARTER SECTION LINE 1320.51 FEET TO THE CENTER WEST 1/16 CORNER OF SAID SECTION 5, THENCE S.0°24'54"W. ALONG THE EAST LINE OF THE NW1/4SW1/4 OF SAID SECTION 5 1335.18 FEET TO THE SOUTHWEST 1/16 CORNER OF SAID SECTION 5, THENCE N.89°56'33"E. ALONG THE SOUTH LINE OF THE NE1/4SW1/4 OF SAID SECTION 8 1325.03 FEET TO THE CENTER SOUTH 1/16 CORNER OF SAID SECTION 5, THENCE S.0°13'19"W. ALONG THE NORTH-SOUTH QUARTER SECTION LINE 1330.90 FEET TO THE SOUTH QUARTER CORNER OF SAID SECTION 5, THENCE N.89°38'51"E. ALONG THE SECTION LINE 1331.61 FEET TO THE EAST 1/16 CORNER COMMON TO SECTIONS 5 & 8, TOWNSHIP 35 SOUTH, RANGE 10 WEST, SBL&M, THENCE N.0°10'26"E. ALONG THE WEST LINE OF THE SE1/4SE1/4 OF SAID SECTION 5 1325.33 FEET TO THE SOUTHEAST 1/16 CORNER OF SAID SECTION 5, THENCE N.89°53'13"E. ALONG THE NORTH LINE OF THE SE1/4SE1/4 OF SAID SECTION 5 1330.46 FEET TO THE SOUTH 1/16 CORNER COMMON TO SECTIONS 4 & 5, TOWNSHIP 35 SOUTH, RANGE 10 WEST, SBL&M, THENCE N.0°07'31"E. ALONG THE SECTION LINE 1319.76 FEET TO THE WEST QUARTER CORNER OF SAID SECTION 4, THENCE N.89°57'37"E. ALONG THE EAST-WEST QUARTER SECTION LINE 2653.31 CENTER QUARTER CORNER OF SAID SECTION 4, THENCE S.0°06'40"W. ALONG THE NORTH-SOUTH QUARTER SECTION LINE 1324.01 FEET TO THE CENTER SOUTH 1/16 CORNER OF SAID SECTION 4, THENCE S.0°06'24"W. ALONG THE NORTH-SOUTH QUARTER SECTION LINE 1323.84 FEET TO THE SOUTH QUARTER CORNER OF SAID SECTION 4, THENCE N.89°51'25"W. ALONG THE SECTION LINE 1327.06 FEET TO THE WEST 1/16 CORNER COMMON TO SECTION 4 & 9, TOWNSHIP 35 SOUTH, RANGE 10 WEST, SBL&M, THENCE S.0°02'51"W. ALONG THE EAST LINE OF THE W1/2NW1/4 OF SAID SECTION 9 915.93 FEET TO AN ANGLE POINT, THENCE S.0°02'40"W. ALONG SAID 1/16 LINE 1736.53 FEET TO THE CENTER WEST 1/16 CORNER OF SAID SECTION 9, THENCE N.89°44'46"W. ALONG THE EAST-WEST QUARTER SECTION LINE 1327.26 FEET TO THE POINT OF BEGINNING.

CONTAINS 665.64 ACRES OF LAND.

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CONTAINS 11.70 ACRES OF LAND

ENOCH CITY

CERTIFICATION OF ANNEXATION PETITION

STATE OF UTAH)
: SS.
County of Iron)

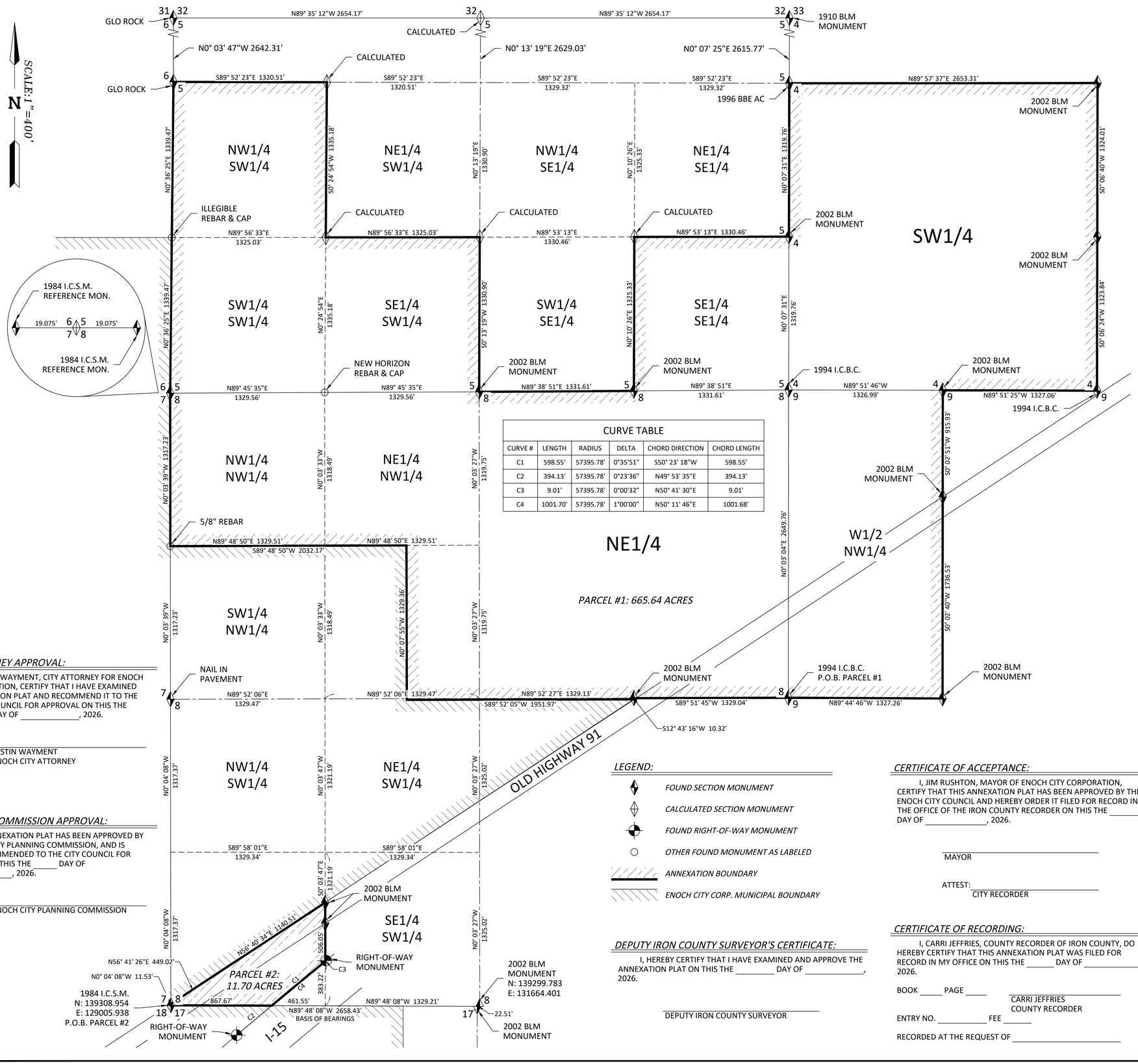
I, Lindsay Hildebrand, the duly appointed Recorder for Enoch City, UT, hereby certify that I have reviewed the Petition for Annexation signed by Tyler Melling as General Counsel of Pidding LLC and North Spring Ranch LLC. The location of the property is approximately Parcel D-0162-0163-0196, D-164-0001-0005, D-0164-0001-0000, D-0164-0000-0000, and D-0197-0002-0000, Iron County unincorporated, containing approximately 677.34 acres.

To view the Petition for Annexation, legal descriptions, and map, please come to the Enoch City Office, 900 E. Midvalley Road, Enoch, UT 84721, or call 435-586-1119 to request the information. The Petition for Annexation was filed with this office on August 11, 2026. I find that the petition meets the requirements for annexation as provided by Utah State law (subsections 10-2-403 (2), (3), and (4), U.C.A.) The Enoch City Council received the Certification of the Petition for Annexation on August 19, 2026. The City Council may grant this annexation unless a written protest to the annexation petition is filed with the Iron County Boundary Commission at P.O. Box 429, Parowan, UT 84761 and the Enoch City Recorder no later than 30 days after the notice of certification is received. The legislative body or governing board of an affected entity may legally protest this annexation by filing as instructed above. If no protest is submitted, the City Council will hold a public hearing on October 7, 2026, at 6:00 pm, Enoch City Offices, 900 E. Midvalley Road, Enoch, UT 84721.

IN WITNESS WHEREOF, I have hereunto set my signature and affixed the official seal of Enoch City Corporation in Iron County, State of Utah, this 17th day of August 2026.

Lindsay Hildebrand
City Recorder

ENOCH CITY CORPORATION
CORPORATE
SEAL
UTAH



CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD LENGTH
C1	598.55'	57395.78'	0°35'51"	S50° 23' 18"W	598.55'
C2	394.13'	57395.78'	0°23'36"	N49° 53' 35"E	394.13'
C3	9.01'	57395.78'	0°00'32"	N50° 41' 30"E	9.01'
C4	1001.70'	57395.78'	1°00'00"	N50° 11' 46"E	1001.68'

CITY ATTORNEY APPROVAL:

I, JUSTIN WAYMENT, CITY ATTORNEY FOR ENOCH CITY CORPORATION, CERTIFY THAT I HAVE EXAMINED THIS ANNEXATION PLAT AND RECOMMEND IT TO THE ENOCH CITY COUNCIL FOR APPROVAL ON THIS THE _____ DAY OF _____, 2026.

JUSTIN WAYMENT
ENOCH CITY ATTORNEY

PLANNING COMMISSION APPROVAL:

THIS ANNEXATION PLAT HAS BEEN APPROVED BY THE ENOCH CITY PLANNING COMMISSION, AND IS HEREBY RECOMMENDED TO THE CITY COUNCIL FOR APPROVAL ON THIS THE _____ DAY OF _____, 2026.

ENOCH CITY PLANNING COMMISSION

LEGEND:

- FOUND SECTION MONUMENT
- CALCULATED SECTION MONUMENT
- FOUND RIGHT-OF-WAY MONUMENT
- OTHER FOUND MONUMENT AS LABELED
- ANNEXATION BOUNDARY
- ENOCH CITY CORP. MUNICIPAL BOUNDARY

DEPUTY IRON COUNTY SURVEYOR'S CERTIFICATE:

I, HEREBY CERTIFY THAT I HAVE EXAMINED AND APPROVE THE ANNEXATION PLAT ON THIS THE _____ DAY OF _____, 2026.

DEPUTY IRON COUNTY SURVEYOR

CERTIFICATE OF ACCEPTANCE:

I, JIM RUSHTON, MAYOR OF ENOCH CITY CORPORATION, CERTIFY THAT THIS ANNEXATION PLAT HAS BEEN APPROVED BY THE ENOCH CITY COUNCIL AND HEREBY ORDER IT FILED FOR RECORD IN THE OFFICE OF THE IRON COUNTY RECORDER ON THIS THE _____ DAY OF _____, 2026.

MAYOR

ATTEST: _____
CITY RECORDER

CERTIFICATE OF RECORDING:

I, CARRI JEFFRIES, COUNTY RECORDER OF IRON COUNTY, DO HEREBY CERTIFY THAT THIS ANNEXATION PLAT WAS FILED FOR RECORD IN MY OFFICE ON THIS THE _____ DAY OF _____, 2026.

BOOK _____ PAGE _____

CARRI JEFFRIES
COUNTY RECORDER

ENTRY NO. _____ FEE _____

RECORDED AT THE REQUEST OF _____

PIDDING LLC
ENOCH ANNEXATION PLAT

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LOCATION: WITHIN SEC. 4, 5, & 8, T.35S., R.10W., SLB&M

PREPARED FOR: PIDDING LLC

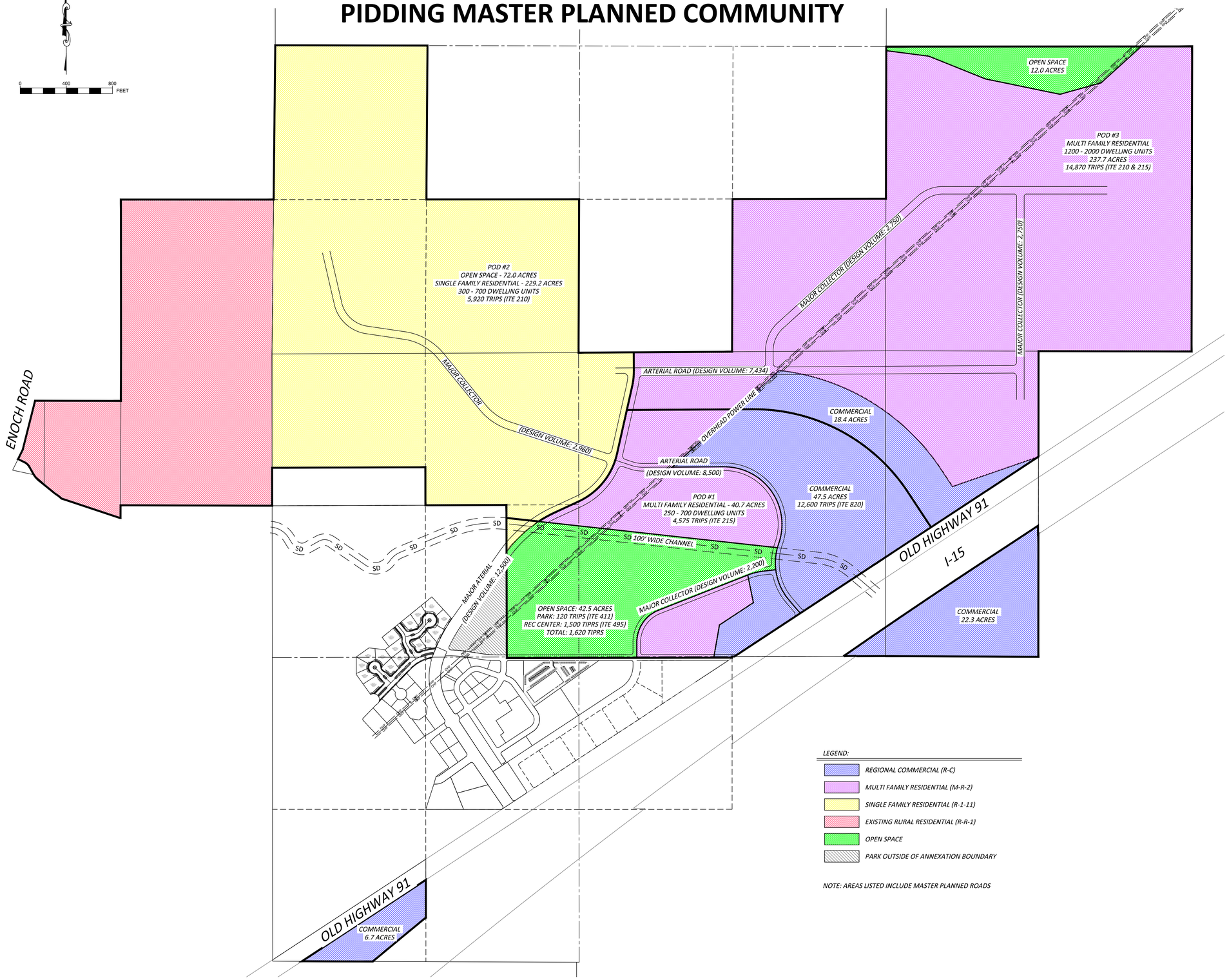
DATE: JUNE 9, 2026

DRAWN: H.K.H. | CHECKED: J.S.A. | CHECKED:

ADAMS SURVEYING & ENGINEERING INC.
1068 CEDAR KNOLLS
CEDAR CITY, UTAH 84720
OFFICE: (801) 586-0852
EMAIL:office@adamssurveying.com

MASTER PLANNED ROADS & ZONES FOR PIDDING MASTER PLANNED COMMUNITY

0 400 800 FEET



LEGEND:

- REGIONAL COMMERCIAL (R-C)
- MULTI FAMILY RESIDENTIAL (M-R-2)
- SINGLE FAMILY RESIDENTIAL (R-1-11)
- EXISTING RURAL RESIDENTIAL (R-R-1)
- OPEN SPACE
- PARK OUTSIDE OF ANNEXATION BOUNDARY

NOTE: AREAS LISTED INCLUDE MASTER PLANNED ROADS

Velocity
ADDRESS: 655 W 200 N STE 150 CEDAR CITY, UT 84720
PHONE: (435) 586-0843

REVISION:	DATE:	BY:	DESCRIPTION:

MASTER PLANNED ROADS & ZONES FOR PIDDING MASTER PLANNED COMMUNITY

WITHIN SECTIONS 4, 5, 8, & 9, T. 35 S., R. 10 W., SLB&M
ENOCH CITY, IRON COUNTY, UTAH

DRAWN BY: H.K. HULET

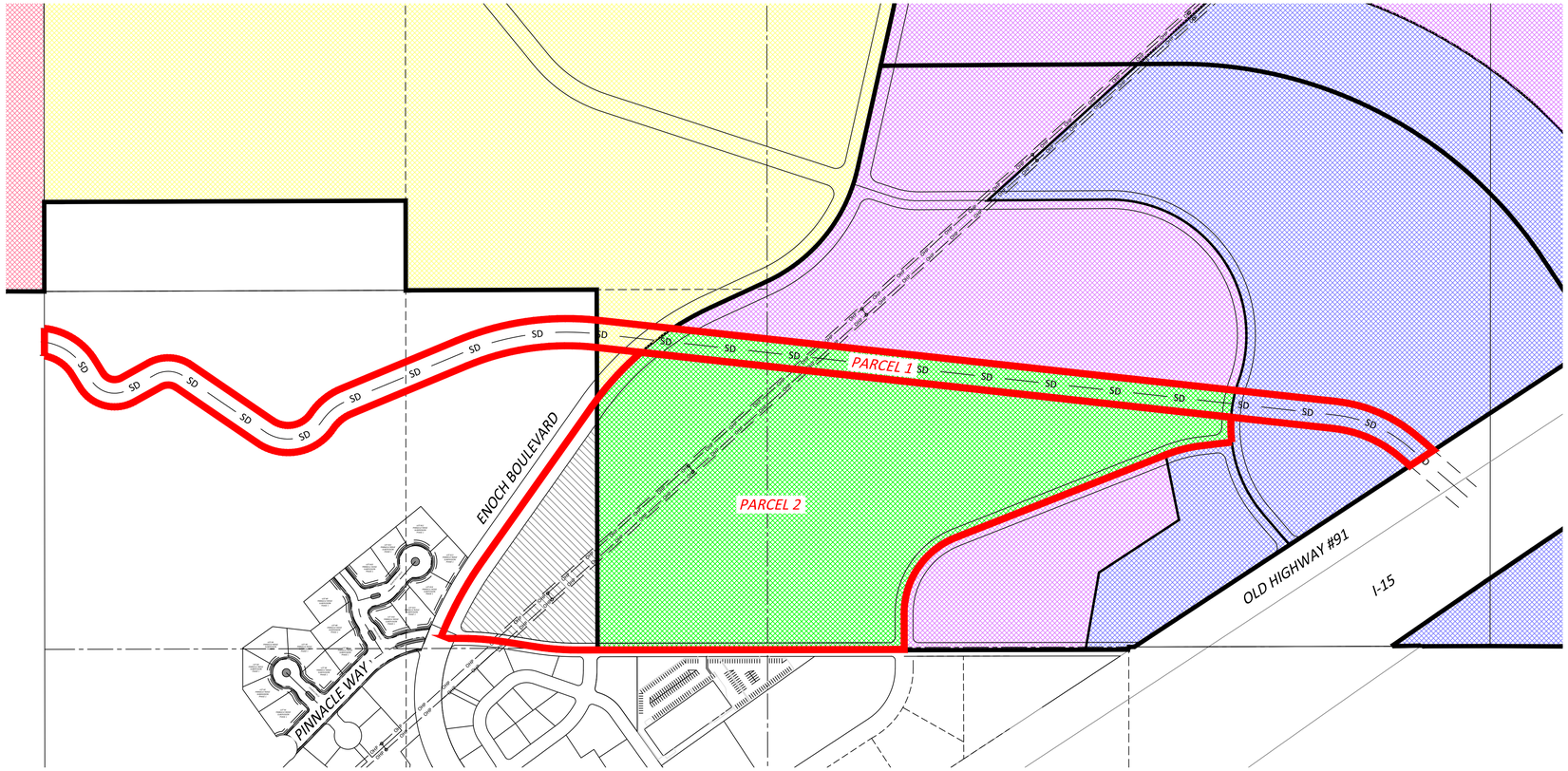
CHECKED BY: H.K. HULET

DATE: Oct 28, 2026

SCALE: 1" = 400'

FILE: C:\Users\hunterhulet\Documents\OneDrive - Velocity Homes\PC Backup Folder\Projects\SLB&M\35S-10W-5-6-8-Belt Route\Annexation\DWG\Roads Master Planned Layout 10272026.dwg

MASTER PLANNED ROADS & ZONES FOR PIDDING MASTER PLANNED COMMUNITY



0 250 500 FEET

LEGEND:

- *REGIONAL COMMERCIAL (R-C)*
- *MULTI FAMILY RESIDENTIAL (M-R-2)*
- *SINGLE FAMILY RESIDENTIAL (R-1-11)*
- *EXISTING RURAL RESIDENTIAL (R-R-1)*
- *OPEN SPACE*
- *PARK OUTSIDE OF ANNEXATION BOUNDARY*

NOTE: AREAS LISTED INCLUDE MASTER PLANNED ROADS

PARCEL 1:

BEGINNING N.0°03'39"W. ALONG THE SECTION LINE 1181.20 FEET FROM THE WEST QUARTER CORNER OF SECTION 8, TOWNSHIP 35 SOUTH, RANGE 10 WEST, SLB&M; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT WITH A RADIUS OF 250.00 FEET A DISTANCE OF 228.83 FEET (THE CHORD OF SAID CURVE BEARS S.57°46'16"E. 220.92 FEET), THENCE S.31°32'58"E. 55.13 FEET TO A POINT OF CURVE, THENCE ALONG THE ARC OF A CURVE TO THE LEFT WITH A RADIUS 50.00 FEET A DISTANCE OF 76.35 FEET (THE CHORD OF SAID CURVE BEARS S.75°17'47"E. 69.15 FEET), THENCE N.60°57'24"E. 114.31 FEET TO A POINT OF CURVE, THENCE ALONG THE ARC OF A CURVE TO THE RIGHT WITH A RADIUS OF 150.00 FEET A DISTANCE OF 166.02 FEET (THE CHORD OF SAID CURVE BEARS S.87°20'12"E. 157.67 FEET), THENCE S.55°37'49"E. 363.85 FEET TO A POINT OF CURVE, THENCE ALONG THE ARC OF A CURVE TO THE LEFT WITH A RADIUS OF 100.00 FEET A DISTANCE OF 157.68 FEET (THE CHORD OF SAID CURVE BEARS N.79°11'50"E. 141.85 FEET) TO A POINT OF REVERSE CURVE, THENCE ALONG THE ARC OF A CURVE TO THE RIGHT WITH A RADIUS OF 250.00 FEET A DISTANCE OF 145.76 FEET (THE CHORD OF SAID CURVE BEARS N.50°43'39"E. 143.70 FEET), THENCE N.67°25'50"E. 463.43 FEET TO A POINT OF CURVE, THENCE ALONG THE ARC OF A CURVE TO THE RIGHT WITH A RADIUS OF 1050.00 FEET A DISTANCE OF 528.67 FEET (THE CHORD OF SAID CURVE BEARS N.81°51'17"E. 523.11 FEET), THENCE S.83°43'17"E. 2733.35 FEET TO A POINT OF CURVE, THENCE ALONG THE ARC OF A CURVE TO THE RIGHT WITH A RADIUS OF 550.00 FEET A DISTANCE OF 328.69 FEET (THE CHORD OF SAID CURVE BEARS S.66°36'02'E. 323.82 FEET), THENCE S.49°28'48"E. 78.38 FEET TO THE NORTHWESTERLY RIGHT-OF-WAY LINE OF OLD HIGHWAY 91, THENCE S.56°41'30"W. ALONG SAID RIGHT-OF-WAY LINE 104.12 FEET, THENCE N.49°28'48"W. 49.38 FEET TO A POINT OF CURVE, THENCE ALONG THE ARC OF A CURVE TO THE LEFT WITH A RADIUS OF 450.00 FEET A DISTANCE OF 268.93 FEET (THE CHORD OF SAID CURVE BEARS N.66°36'02"W. 264.95 FEET),

PARCEL 1 CONT.:

THENCE N.83°43'17"W. 2733.35 FEET TO A POINT OF CURVE, THENCE ALONG THE ARC OF A CURVE TO THE LEFT WITH A RADIUS OF 950.00 FEET A DISTANCE OF 478.32 FEET (THE CHORD OF SAID CURVE BEARS S.81°51'17"W. 473.29 FEET), THENCE S.67°25'50"W. 463.43 FEET TO A POINT OF CURVE, THENCE ALONG THE ARC OF A CURVE TO THE LEFT WITH A RADIUS OF 150.00 FEET A DISTANCE OF 87.46 (THE CHORD OF SAID CURVE BEARS S.50°43'39"W. 86.22 FEET) TO A POINT OF REVERSE CURVE, THENCE ALONG THE ARC OF A CURVE TO THE RIGHT WITH A RADIUS OF 200.00 FEET A DISTANCE OF 315.36 FEET (THE CHORD OF SAID CURVE BEARS S.79°11'50"W. 283.69 FEET), THENCE N.55°37'49"W. 363.85 FEET TO A POINT OF CURVE, THENCE ALONG THE ARC OF A CURVE TO THE LEFT WITH A RADIUS OF 50.00 FEET A DISTANCE OF 55.34 FEET (THE CHORD OF SAID CURVE BEARS N.87°20'12"W. 52.56 FEET), THENCE S.60°57'24"W. 114.31 FEET TO A POINT OF CURVE, THENCE ALONG THE ARC OF A CURVE TO THE RIGHT WITH A RADIUS OF 150.00 FEET A DISTANCE OF 229.06 FEET (THE CHORD OF SAID CURVE BEARS N.75°17'47"W. 207.44 FEET), THENCE N.31°32'58"W. 55.13 FEET TO A POINT OF CURVE, THENCE ALONG THE ARC OF A CURVE TO THE LEFT WITH A RADIUS OF 150.00 FEET A DISTANCE OF 126.62 FEET (THE CHORD OF SAID CURVE BEARS N.55°43'53"W. 122.89 FEET) TO THE WEST LINE OF SAID SECTION 8, THENCE N.0°03'39"W. ALONG SAID SECTION LINE 100.95 FEET TO THE POINT OF BEGINNING.

CONTAINS 12.37 ACRES OF LAND.

PARCEL 2:

BEGINNING S.89°48'08"E. ALONG THE SECTION LINE 1452.69 FEET AND N.0°00'00"E. 2679.85 FEET FROM THE SOUTHWEST CORNER OF SECTION 8, TOWNSHIP 35 SOUTH, RANGE 10 WEST, SLB&M; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT WITH THE RADIUS OF 1381.16 FEET A DISTANCE OF 326.96 FEET (THE CHORD OF SAID CURVE BEARS N.28°29'32"E. 326.20 FEET), THENCE N.35°16'26"E. 696.53 FEET TO A POINT OF CURVE, THENCE ALONG THE ARC OF A CURVE TO THE RIGHT WITH A RADIUS OF 1100.00 FEET A DISTANCE OF 267.80 FEET (THE CHORD OF SAID CURVE BEARS N.42°14'54"E. 267.14 FEET), THENCE S.83°43'17"E. 2184.29 FEET TO A POINT OF CURVE, THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT WITH A RADIUS OF 500.00 FEET A DISTANCE OF 91.84 FEET (THE CHORD OF SAID CURVE BEARS S.1°29'55"E. 91.71 FEET), THENCE S.83°14'22"W. 114.63 FEET TO A POINT OF CURVE, THENCE ALONG THE ARC OF A CURVE TO THE LEFT WITH A RADIUS OF 500.00 FEET A DISTANCE OF 128.62 FEET (THE CHORD OF SAID CURVE BEARS S.75°52'12"W. 128.27 FEET), THENCE S.68°30'01"W. 835.28 FEET TO A POINT OF CURVE, THENCE ALONG THE ARC OF A CURVE TO THE LEFT WITH A RADIUS OF 300.00 FEET A DISTANCE OF 359.25 FEET (THE CHORD OF SAID CURVE BEARS S.34°11'40"W. 338.16 FEET), THENCE S.0°06'40"E. 132.40 FEET, THENCE S.89°54'29"W. 1200.46 FEET TO A POINT OF CURVE, THENCE ALONG THE ARC OF A CURVE TO THE RIGHT WITH A RADIUS OF 1000.00 FEET A DISTANCE OF 158.43 FEET (THE CHORD OF SAID CURVE BEARS N.85°33'12"W. 158.26 FEET), THENCE N.81°00'53"W. 115.41 FEET TO A POINT OF CURVE, THENCE ALONG THE ARC OF A CURVE TO THE LEFT WITH A RADIUS OF 1000.00 FEET A DISTANCE OF 158.43 FEET (THE CHORD OF SAID CURVE BEARS N.85°33'12"W. 158.26 FEET), THENCE S.89°54'29"W. 75.84 FEET TO THE POINT OF BEGINNING.

CONTAINS 43.22 ACRES OF LAND.

Velocity
ADDRESS: 655 W 200 N STE 150 CEDAR CITY, UT 84720
PHONE: (435) 586-0843

REVISION:	DATE:	BY:	DESCRIPTION:

MASTER PLANNED ROADS & ZONES FOR PIDDING MASTER PLANNED COMMUNITY
WITHIN SECTIONS 4, 5, 8, & 9, T. 35 S., R. 10 W., SLB&M
ENOCH CITY, IRON COUNTY, UTAH

DRAWN BY: H.K. HULET

CHECKED BY: H.K. HULET

DATE: Oct 28, 2026

SCALE: 1" = 250'

FILE: C:\Users\hunterhulet\Documents\OneDrive - Velocity Homes\PC Backup Folder\Projects\SLB&M-35S-10W-5-6-8-Belt Route\Annexation\DWG\Roads Master Planned Layout 10272026.dwg

ENOCH CITY CORPORATION
RESOLUTION NO. 2002-12-04

WHEREAS, part of its ongoing effort to plan and prepare for responsible growth, the Enoch City Planning Commission and Enoch City Council have identified territory adjacent to its present city boundaries that could at some time in the future be incorporated into Enoch City; and

WHEREAS, the proposed annexation policy plan contains general annexation criteria procedures for submission of an annexation request and requirements regarding extension of needed municipal services in developed and developing unincorporated areas; and

WHEREAS, it is not the intent that future annexations will cause any adverse consequences to the residents in the present city boundaries or in the area proposed for consideration for future annexations; and

WHEREAS, as areas become more densely populated and demand for services increases, adoption of the annexation policy plan, along with continual planning by Enoch City, will allow development to occur in an efficient and responsible manner;

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of Enoch, Utah that in accordance with the provisions of 10-2-400 Utah Code Annotated, Enoch City hereby adopts the attached Enoch City Annexation Policy Plan. This Enoch City Annexation Policy Plan is intended to incorporate by reference all of the criteria required and suggested by Part 10-2-400 et. Seq., Utah Code Annotated.

This Resolution was made, voted upon, and passed by the Enoch City Council at a regular city council meeting held on the 4th day of December, 2002. It shall become effective immediately.

ENOCH CITY CORPORATION

Patrick J. Franks, Mayor

Rick K. Bonzo Yea__.Nay ___

Hammond Brinton Yea___ Nay___

Neal R. Curtis Yea__-Nay ___

Norman Grimshaw Yea -Nay ___

David A. Nelson Yea ___Nay ___

ATTEST: Hazel Hillstead, City Recorder

ENOCH CITY CORPORATION CORPORATE SEAL UTAH

ENOCH CITY ANNEXATION POLICY

In accordance with the provision of 10-2-400, Utah Code Annotated, the City of Enoch hereby adopts the following criteria for consideration of possible future annexations. This annexation policy declaration is intended to incorporate by reference all of the criteria required and suggested by Section 10-2-400 et seq., Utah Code Annotated.

1. As part of its ongoing effort to plan and prepare for responsible growth, Enoch City has identified territory adjacent to its present city boundaries that could at some time in the future be a part of Enoch City. The areas proposed for future annexation are both bordered and non-bordered by other municipalities. Areas to be annexed must fall within the areas designated for future annexation in the Annexation Policy Plan of Enoch City and shown on the attached expansion area map. Even though property proposed for annexation is located within the annexation expansion area, there is no guarantee that the annexation request will be approved by Enoch City.

2. The character of the community is residential neighborhood, commercial, industrial, and agricultural. Areas to be annexed should be compatible with this character.

3. Areas to be annexed must be contiguous to the corporate limits of Enoch City at the time of submission of an annexation request.

4.When feasible, the city favors annexation along boundaries of water, sewer improvements, or special service districts.

5. The city also favors (a) eliminating and/or not creating islands and peninsulas of unincorporated territory; (b) consolidating overlapping functions of government; (c) promoting efficient delivery of services; (d) encourage the equitable distribution of community resources and obligations; and (e) giving consideration to the tax consequences to property owners within the area to be annexed, as well as the property owners within the municipality in order to prevent double taxation and to ascertain that the annexation will not be a tax liability to the taxpayers within the municipality.

6. The City does not favor the annexation of areas for which it does not have the capability nor the intention to provide municipal services.

7. The annexation petition must comply with the requirements of Section 10-2-403, Utah Code Annotated.

A. The following steps reflect a general summary of the requirements and procedures for processing an annexation request in Enoch City.

____1. An unincorporated area may be annexed to a municipality if it is a contiguous area to the municipality; **and** the area is within the proposed annexing municipality's expansion area.

____2. The process to annex an unincorporated area to Enoch City is initiated by a petition. An annexation petition shall be filed with the city recorder.

____3. The petitioner shall meet with the City **Manager** to review city recommended exactions.

____4. An annexation petition shall contain the signatures of the owners of private real property that is located within the area proposed for annexation, that covers a majority of private land area within the area proposed for annexation, and is equal in value to at least 1/3 of the value of all private real property within the area proposed for annexation.

____5. An annexation petition shall be accompanied by an accurate and recordable map, prepared by a licensed surveyor, of the area proposed for annexation.

____6. An annexation petition shall designate up to five of the signers of the petition as sponsors, one of whom shall be designated as the contact sponsor, and indicate the mailing address **and contact information** of each sponsor.

____7. On the date of filing, the petition sponsors shall deliver or mail a copy of the petition to the clerk of the county in which the area proposed for annexation is located and the chair of the planning commission of each **city** in which any part of the area proposed for annexation is located.

____8. A petition may not propose the annexation of all or part of an area proposed for annexation to a municipality in a previously filed petition that has not been denied, rejected or granted.

____9. If practicable and feasible, the boundaries of an area proposed for annexation shall be drawn:

a. along the boundaries of existing special districts for sewer, water, and other services; along the boundaries of school districts whose boundaries follow city boundaries or school districts adjacent to school districts who boundaries follow city boundaries; and along the boundaries of other taxing entities;

b. to facilitate the consolidation of overlapping functions of local government;

c. to promote the efficient delivery of services; and

d. to encourage the equitable distribution of community resources and obligations.

____10.The City Recorder, upon receipt of a properly prepared annexation petition accompanied by the proper plat, shall impose such fees to recover the costs of processing said petition, as have been established by the City Council. The City Recorder, at that time, shall place the petition on the agenda for consideration at a regular City Council meeting within fourteen days of its receipt.

___11. The City Council shall review the annexation petition and either accept the petition for further consideration or deny the petition.

___12. If the City Council denies a petition, it shall, within five days of the denial, mail written notice of the denial to the p**etition** sponsor, the clerk of the county in which the area proposed for annexation is located, and the chair of the planning commission.

___13. If the City Council accepts a petition, the City Recorder shall within 30 days determine whether the petition meets the requirements of an annexation. If the petition meets the requirements, the City Recorder shall certify the petition and mail or deliver written notification of the certification to the City Council, the **petition** sponsor, the county legislative body, and the chair of the planning commission. If the petition fails to meet the requirements, the City Recorder shall reject the petition and mail or deliver written notification of the rejection and the reasons for the rejection to the City Council, the **petition** sponsor, the county legislative body, and the chair of the planning commission.

___14. If the City Recorder rejects a petition, the petition may be modified to correct the deficiencies for which it was rejected and then refiled with the City Recorder. If a petition is refiled, the refiled petition shall be treated as a newly filed petition.

___15. The City Council, within ten (10) days after receipt of the recorder's notice of certification, shall publish a notice of the proposed annexation at least once a week for three (3) consecutive weeks, in a newspaper of general circulation within the area proposed for annexation and the unincorporated area within ½ mile of the area proposed for annexation.

___16. The City Council, within twenty (20) days after the receipt of the recorder's notice of certification, shall mail written notice of the proposed annexation to each affected entity.

___17. The written notice to each affected entity shall:

a. state that a petition has been filed with the municipality proposing the annexation of an area to the municipality;
b. state the date of the City Council's receipt of the notice of certification;
c. describe the area proposed for annexation in the annexation petition;
d. state that the complete annexation petition is available for inspection and copying at the office of the City Recorder;
e. state in conspicuous and plain terms that the municipality may grant the petition and annex the area described in the petition unless a written protest from the legislative body or governing board of an effected entity to the annexation petition, is filed with the boundary commission and a copy of the protest delivered to the City Recorder no later than 30 days after the City Council's receipt of the notice of certification (state the exact date).

f. state the address of the boundary commission, or if a commission has not yet been created in the county, the county clerk where a protest to the annexation petition may be filed.

___18. The published notice of petition shall:
a. include all the items listed for the written notice above; and
b. include a statement that a protest to the annexation petition may be filed with the boundary commission by the legislative body or governing board of an effected entity.

___19. If a protest is filed, the City Council may, at its next regular meeting after expiration of the deadline, deny the annexation petition; or if the City Council does not deny the annexation petition, the City Council may take no further action on the annexation petition until after receipt of the boundary commission's notice of its decision on the protest.

___20. If the City Council denies an annexation petition, the City Council shall, within five days of the denial, send notice of the denial in writing to the **petition** sponsor of the annexation petition; the boundary commission; each entity that filed a protest.

___21. If no timely protest is filed, the City Council before granting an annexation petition shall hold a public hearing; and at least seven days before the public hearing, publish notice of the hearing in a newspaper of general circulation within the municipality and the area proposed for annexation.

____22. The petitioner and the City Attorney will sign a legal, notarized copy of the Petition/Enoch City **Annexation Agreement**.

___23. The City Council may grant the petition and, by ordinance, annex the area that is the subject of the annexation petition.

___24. After receipt of the boundary commission's decision on a protest, the City Council may deny the annexation petition; or if the boundary commission approves the annexation, grant the annexation petition and, by ordinance and consistent with the commission's decision, annex the area that is the subject of the annexation petition.

___25. Within 30 days after enacting an ordinance annexing an unincorporated area, the City Recorder files the ordinance and plat with **the Lieutenant Governor**, who then files amended articles of incorporation with the State Tax Commission. **After which the City Recorder files the ordinance and plat with the County Recorder.**

B. **Extension of Needed Municipal Services in Developed and Developing Unincorporated Areas and Payments of the Same**

1. In areas where municipal services are not presently extended, services will be extended on an as-needed basis at the cost of the developer. All extensions of municipal services must comply with all city ordinances and the General Plan and will be paid for by the individual developer or property owner.

2. An annexation agreement will be prepared between the city and future developers outlining specific circumstances relating to water, sewer, streets, and other specific improvements prior to annexation approval.

C. Water Rights

1. Water rights, of the type and quantity acceptable to Enoch City, **underground**, secondary or surface rights~~),~~ are required to be conveyed to Enoch City as a condition of development, subdivision approval or issuance of a building permit on property annexed into the Enoch City limits. It is the intent that land annexed to Enoch City be accompanied by water rights sufficient to accommodate the needs of the existing and potential occupants of said land when development occurs. The water rights conveyance requirements of development shall be in addition to any requirement that may be imposed upon development of the land after annexation and in addition to appropriate Enoch City impact fees.

2. Water requirements, as referenced by the previous paragraph, will be established ona case-by-case basis utilizing, among other things, Division of Drinking Water standards. Specific requirements will be contained in the annexation agreement, but the general guideline of one (I) acre-foot of water per residential connection will be a minimum standard.

3. The annexation will allow developers of the annexed property access to culinary water, sewer, and other services, provided all developments meet City specifications and comply with all applicable development ordinances and all improvements as installed pursuant to Enoch City **Emergency** Standards.

4. The manner in which these amenities are developed will have a bearing on how they will be financed. Property taxes with increased valuation of property and sales tax will contribute to the general fund to help defray the added expenses the city may incur by annexing these properties. In summary, the newly annexed developing areas shall finance the extension of needed municipal services, such as new utilities, streets, curb and gutters, sidewalks, and other capital improvements as development occurs.

5. Upon annexation, the newly annexed areas shall receive the following services: (a) fire protection; (b) police protection; (c) planning and zoning; (d) snow removal and street maintenance on deeded dedicated streets; (e) curb side garbage collection; and (f) other services provided by the City.

D. Annexation effects

1. It in not anticipated that the annexation will cause any adverse consequences to the residents in the city or in the area annexed, except there may be a slight reduction in general services to the city residents in the present city limits as general services are expanded into the newly annexed territory.

2. It is anticipated that the residents in the territory to be annexed will experience an increase in their property tax because of the difference in the certified tax rates in Iron County and Enoch City. It is further anticipated that as newly annexed taxes~~,~~ are received by the City, the City will increase the total level of services within the total community. Additional**ly**, persons in the newly annexed territory may experience reduction in their fire insurance rates and property insurance rates.

3. As areas become more densely populated, demand for services will increase. Once this policy plan is adopted and areas begin to develop, continual planning by Enoch City will allow development to occur in an economical manner, since homes, buildings, streets, and other amenities will be developed in accordance with Enoch City specifications. The plan and time frame for the extension of municipal services will be determined by the interest of the property owners to subdivide and develop their property.

Revised February 2019

ENOCH CITY COUNCIL AGENDA MEMO

SUBJECT: Annexation Agreement between Enoch City and Velocity Development, LLC for the annexation of approximately 677 acres of unincorporated Iron County property

FOR CONSIDERATION ON: November 4, 2026

PETITIONER: Velocity Development, LLC, as representative of property owners Pidding, LLC and North Spring Ranch, LLC

ACTION REQUESTED BY PETITIONER: Review and approval of the Annexation Agreement, and annexation of the Property into Enoch City

REVIEW TYPE: Legislative

BACKGROUND INFORMATION:

Velocity Development, LLC ("Owner"), acting as representative of the property owners Pidding, LLC and North Spring Ranch, LLC, has submitted a Notice of Intent to Annex and a Petition for Annexation to annex agricultural and/or undeveloped property in unincorporated Iron County (the "Property") into Enoch City. The Property is described in Exhibit A (Legal Description), and the boundary where it abuts the existing City limits is shown on Exhibit B (Annexation Map). The Property totals approximately 677 acres.

The proposed Annexation Agreement sets the terms on which the City would annex the Property. In summary, the draft agreement:

- Recites the City's findings that annexation furthers orderly growth and the health, safety, and welfare of the City (Authority).
- Approves the Master Community Plan (Exhibit C) concurrently with the Agreement and allows the Owner to develop in conformity with it under Enoch City Code §12-1200, "Planned Unit Development."
- Incorporates a companion Development Agreement, of which the Annexation Agreement is Exhibit D, and provides that the Owner may rely on the rights vested in it.
- States that, if the Owner develops consistent with the Agreement, Master Community Plan, and Development Agreement, no further approvals or hearings are required except as required by state law.
- Allows amendments only with the approval of all parties, and binds the Owner's successors, subsequent developers, builders, and owners.

Staff reviewed the draft agreement and offers the following comments. Items 1 and 2 were noted by staff directly in the draft; items 3 through 9 are additional observations for the Council and the City Attorney.

1. Underlying zone and open space. The draft does not identify an underlying zone for the Property. Staff recommends adding one to the Master Community Plan section. This section is also the appropriate place to add language describing the open space to be conveyed to the City as part of this development, including acreage, location, timing of conveyance, and responsibility for improvements and maintenance.
2. City standards. The "No Further Approvals Necessary" section should state that Enoch City standards, including zoning and engineering standards, must be met.
3. Provisions not addressed. The draft does not address water, sewer, and other infrastructure responsibilities, impact fees, phasing, term, default and remedies, or

governing law. Staff recommends the Council consider whether these should be added to the Annexation Agreement or confirmed in the Development Agreement.

GENERAL PLAN REFERENCE:

- Enoch City Annexation Policy Plan

CITY CODE REFERENCE:

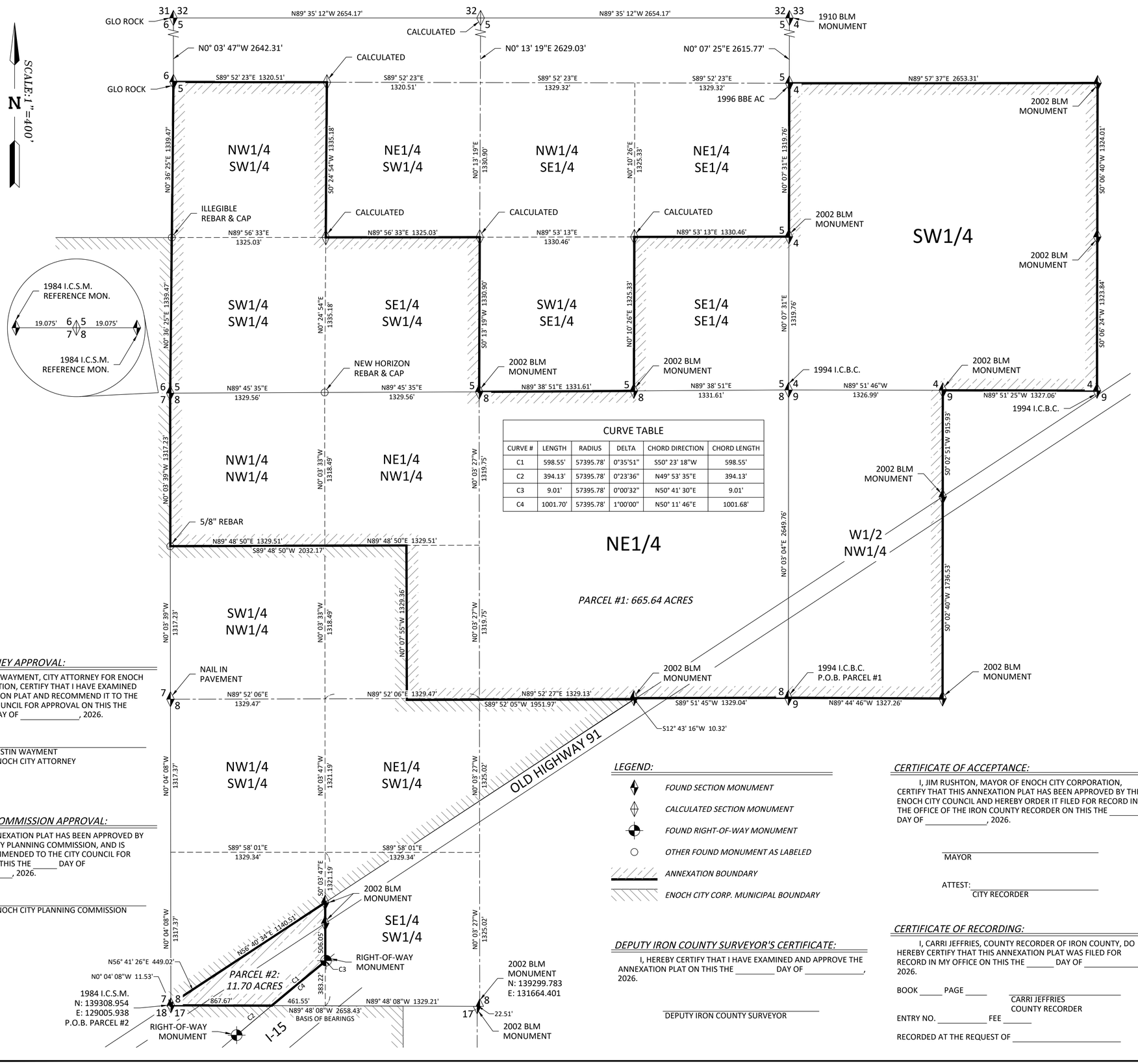
- Enoch City Code 12-1200, Planned Unit Development.

PUBLIC NOTICE:

The agenda for the November 4, 2026 City Council meeting was posted in accordance with the Utah Open and Public Meetings Act.

STAFF RECOMMENDATION:

Staff recommends that the City Council consider approval of the Annexation Agreement with Velocity Development, LLC, and annexation of the Property, subject to (1) incorporation of the revisions identified in the Staff Comments above, in particular the underlying zone and open space language and the requirement that Enoch City standards be met, (2) review of the Development Agreement and exhibits by the City Attorney, and (3) execution by all property owners.



CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD LENGTH
C1	598.55'	57395.78'	0°35'51"	S50° 23' 18"W	598.55'
C2	394.13'	57395.78'	0°23'36"	N49° 53' 35"E	394.13'
C3	9.01'	57395.78'	0°00'32"	N50° 41' 30"E	9.01'
C4	1001.70'	57395.78'	1°00'00"	N50° 11' 46"E	1001.68'

CITY ATTORNEY APPROVAL:

I, JUSTIN WAYMENT, CITY ATTORNEY FOR ENOCH CITY CORPORATION, CERTIFY THAT I HAVE EXAMINED THIS ANNEXATION PLAT AND RECOMMEND IT TO THE ENOCH CITY COUNCIL FOR APPROVAL ON THIS THE _____ DAY OF _____, 2026.

JUSTIN WAYMENT
ENOCH CITY ATTORNEY

PLANNING COMMISSION APPROVAL:

THIS ANNEXATION PLAT HAS BEEN APPROVED BY THE ENOCH CITY PLANNING COMMISSION, AND IS HEREBY RECOMMENDED TO THE CITY COUNCIL FOR APPROVAL ON THIS THE _____ DAY OF _____, 2026.

ENOCH CITY PLANNING COMMISSION

LEGEND:

- FOUND SECTION MONUMENT
- CALCULATED SECTION MONUMENT
- FOUND RIGHT-OF-WAY MONUMENT
- OTHER FOUND MONUMENT AS LABELED
- ANNEXATION BOUNDARY
- ENOCH CITY CORP. MUNICIPAL BOUNDARY

DEPUTY IRON COUNTY SURVEYOR'S CERTIFICATE:

I, HEREBY CERTIFY THAT I HAVE EXAMINED AND APPROVE THE ANNEXATION PLAT ON THIS THE _____ DAY OF _____, 2026.

DEPUTY IRON COUNTY SURVEYOR

CERTIFICATE OF ACCEPTANCE:

I, JIM RUSHTON, MAYOR OF ENOCH CITY CORPORATION, CERTIFY THAT THIS ANNEXATION PLAT HAS BEEN APPROVED BY THE ENOCH CITY COUNCIL AND HEREBY ORDER IT FILED FOR RECORD IN THE OFFICE OF THE IRON COUNTY RECORDER ON THIS THE _____ DAY OF _____, 2026.

MAYOR

ATTEST: _____
CITY RECORDER

CERTIFICATE OF RECORDING:

I, CARRI JEFFRIES, COUNTY RECORDER OF IRON COUNTY, DO HEREBY CERTIFY THAT THIS ANNEXATION PLAT WAS FILED FOR RECORD IN MY OFFICE ON THIS THE _____ DAY OF _____, 2026.

BOOK _____ PAGE _____

CARRI JEFFRIES
COUNTY RECORDER

ENTRY NO. _____ FEE _____

RECORDED AT THE REQUEST OF _____

PIDDING LLC
ENOCH ANNEXATION PLAT

SURVEYOR'S CERTIFICATE

I, JAY S. ADAMS, DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR, AND THAT I HOLD CERTIFICATE No. 167230, IN ACCORDANCE WITH TITLE 56, CHAPTER 22, PROFESSIONAL ENGINEERS AND LAND SURVEYORS LICENSING ACT. I FURTHER CERTIFY THAT THIS ANNEXATION PLAT HAS BEEN PREPARED UNDER MY DIRECTION AND THAT THIS PLAT PORTRAYS THE ANNEXATION BOUNDARIES TO BE ADOPTED BY THE ENOCH CITY COUNCIL. THE LEGAL DESCRIPTION AND PLAT ARE TRUE AND CORRECT.

DATE: _____ JAY S. ADAMS

LEGAL DESCRIPTION:

PARCEL #1:

BEGINNING AT THE EAST QUARTER CORNER OF SECTION 8, TOWNSHIP 35 SOUTH, RANGE 10 WEST, SLB&M; THENCE S.89°51'45"W. ALONG THE EAST-WEST QUARTER SECTION LINE 1329.04 FEET TO THE CENTER EAST 1/16 CORNER OF SAID SECTION 8, THENCE S.12°43'16"W. 10.32 FEET TO THE MUNICIPAL BOUNDARY LINE OF ENOCH CITY CORP., THENCE ALONG SAID MUNICIPAL BOUNDARY LINE THE FOLLOWING FIVE (5) COURSES: (1) S.89°52'05"W. 1951.97 FEET, (2) N.0°07'55"W. 1329.36 FEET TO THE SOUTH LINE OF THE NE1/4NW1/4 OF SAID SECTION 8, (3) S89°48'50"W. ALONG SAID 1/16 LINE 2032.17 FEET TO THE NORTH 1/16 CORNER COMMON TO SECTION 7 & 8, TOWNSHIP 35 SOUTH, RANGE 10 WEST, SBL&M, (4) N.0°03'39"W. ALONG THE SECTION LINE 1317.23 FEET TO THE NORTHWEST CORNER OF SAID SECTION 8, AND (5) N.0°36'25"E. ALONG THE SECTION LINE 1339.47 FEET TO THE SOUTH 1/16 CORNER COMMON TO SECTIONS 5 & 6, TOWNSHIP 35 SOUTH, RANGE 10 WEST, SBL&M, THENCE N.0°36'25"E. ALONG THE SECTION LINE 1339.47 FEET TO THE WEST QUARTER CORER OF SAID SECTION 5, THENCE S.89°52'23"E. ALONG THE EAST-WEST QUARTER SECTION LINE 1320.51 FEET TO THE CENTER WEST 1/16 CORNER OF SAID SECTION 5, THENCE S.0°24'54"W. ALONG THE EAST LINE OF THE NW1/4SW1/4 OF SAID SECTION 5 1335.18 FEET TO THE SOUTHWEST 1/16 CORNER OF SAID SECTION 5, THENCE N.89°56'33"E. ALONG THE SOUTH LINE OF THE NE1/4SW1/4 OF SAID SECTION 8 1325.03 FEET TO THE CENTER SOUTH 1/16 CORNER OF SAID SECTION 5, THENCE S.0°13'19"W. ALONG THE NORTH-SOUTH QUARTER SECTION LINE 1330.90 FEET TO THE SOUTH QUARTER CORNER OF SAID SECTION 5, THENCE N.89°38'51"E. ALONG THE SECTION LINE 1331.61 FEET TO THE EAST 1/16 CORNER COMMON TO SECTIONS 5 & 8, TOWNSHIP 35 SOUTH, RANGE 10 WEST, SBL&M, THENCE N.0°10'26"E. ALONG THE WEST LINE OF THE SE1/4SE1/4 OF SAID SECTION 5 1325.33 FEET TO THE SOUTHEAST 1/16 CORNER OF SAID SECTION 5, THENCE N.89°53'13"E. ALONG THE NORTH LINE OF THE SE1/4SE1/4 OF SAID SECTION 5 1330.46 FEET TO THE SOUTH 1/16 CORNER COMMON TO SECTIONS 4 & 5, TOWNSHIP 35 SOUTH, RANGE 10 WEST, SBL&M, THENCE N.0°07'31"E. ALONG THE SECTION LINE 1319.76 FEET TO THE WEST QUARTER CORNER OF SAID SECTION 4, THENCE N.89°57'37"E. ALONG THE EAST-WEST QUARTER SECTION LINE 2653.31 CENTER QUARTER CORNER OF SAID SECTION 4, THENCE S.0°06'40"W. ALONG THE NORTH-SOUTH QUARTER SECTION LINE 1324.01 FEET TO THE CENTER SOUTH 1/16 CORNER OF SAID SECTION 4, THENCE S.0°06'24"W. ALONG THE NORTH-SOUTH QUARTER SECTION LINE 1323.84 FEET TO THE SOUTH QUARTER CORNER OF SAID SECTION 4, THENCE N.89°51'25"W. ALONG THE SECTION LINE 1327.06 FEET TO THE WEST 1/16 CORNER COMMON TO SECTION 4 & 9, TOWNSHIP 35 SOUTH, RANGE 10 WEST, SBL&M, THENCE S.0°02'51"W. ALONG THE EAST LINE OF THE W1/2NW1/4 OF SAID SECTION 9 915.93 FEET TO AN ANGLE POINT, THENCE S.0°02'40"W. ALONG SAID 1/16 LINE 1736.53 FEET TO THE CENTER WEST 1/16 CORNER OF SAID SECTION 9, THENCE N.89°44'46"W. ALONG THE EAST-WEST QUARTER SECTION LINE 1327.26 FEET TO THE POINT OF BEGINNING.

CONTAINS 665.64 ACRES OF LAND.

PARCEL #2:

BEGINNING AT THE SOUTHWEST CORNER OF SECTION 8, TOWNSHIP 35 SOUTH, RANGE 10 WEST, SBL&M; THENCE ALONG THE MUNICIPAL BOUNDARY LINE OF ENOCH CITY CORP. THE FOLLOWING THREE (3) COURSES: (1) N.0°04'08"W. ALONG THE SECTION LINE 11.53 FEET TO THE NORTHWESTERLY RIGHT-OF-WAY LINE OF OLD HIGHWAY 91, (2) N.56°41'26"E. ALONG SAID RIGHT-OF-WAY LINE 449.02 FEET, AND (3) N.56°40'34"E. ALONG SAID RIGHT-OF-WAY LINE 1140.51 FEET TO THE EAST LINE OF THE SW1/4SW1/4 OF SAID SECTION 8, THENCE S.0°03'47"E. ALONG SAID 1/16 LINE 506.05 FEET TO THE NORTHWESTERLY RIGHT-OF-WAY LINE OF INTERSTATE 15 AND A POINT OF CURVE, THENCE ALONG THE ARC OF A CURVE TO THE LEFT WITH A RADIUS OF 57395.78 FEET A DISTANCE OF 598.55 FEET (THE CHORD OF SAID CURVE BEARS S.50°23'18"W. 598.55 FEET) TO THE SOUTH LINE OF SAID SECTION 8 AND THE MUNICIPAL BOUNDARY LINE OF ENOCH CITY CORP., THENCE N.89°48'08"W. ALONG SAID SECTION LINE 867.67 FEET TO THE POINT OF BEGINNING.

CONTAINS 11.70 ACRES OF LAND.

LOCATION: WITHIN SEC. 4, 5, & 8, T.35S., R.10W., SLB&M

PREPARED FOR: PIDDING LLC

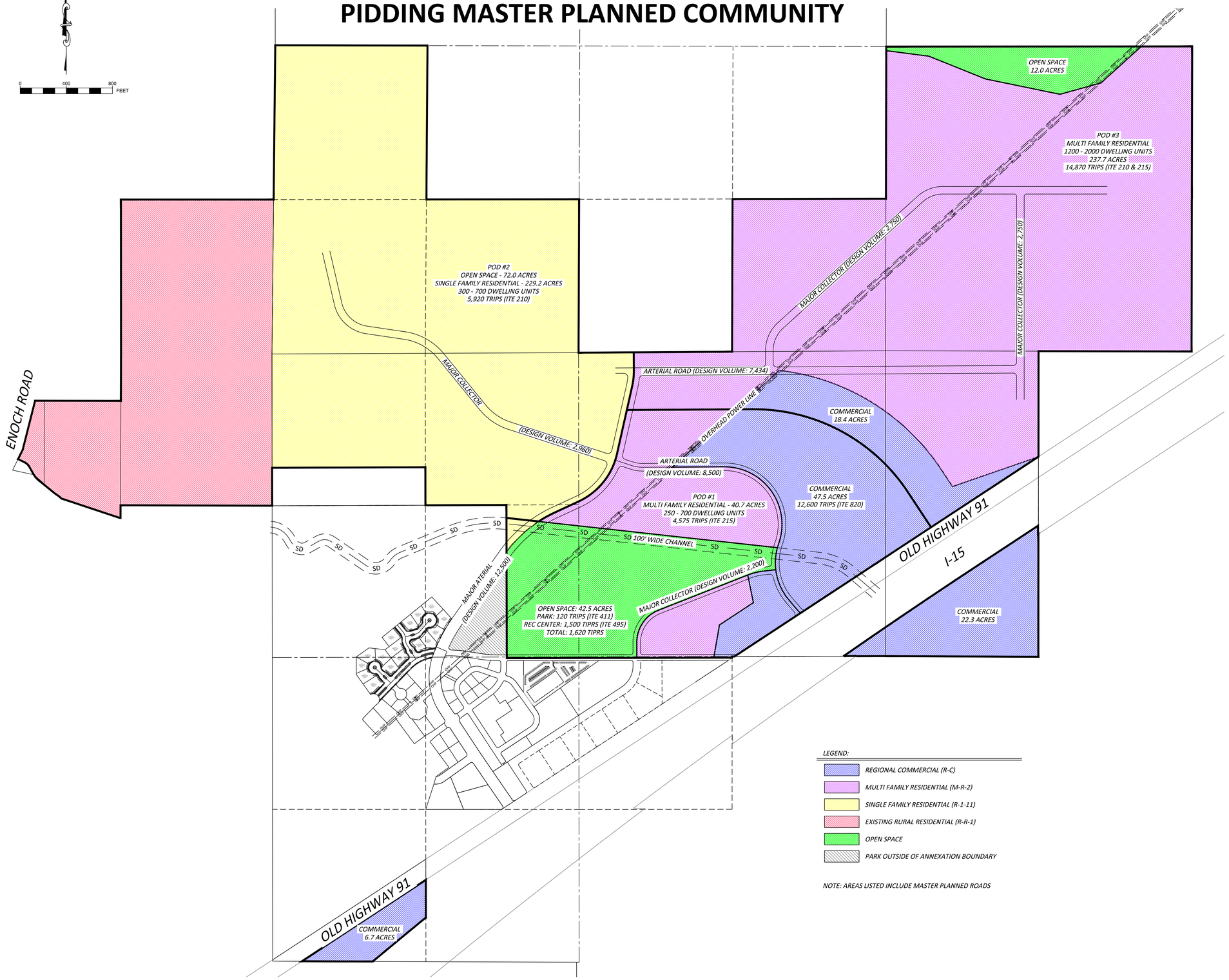
DATE: JUNE 9, 2026

DRAWN: H.K.H. | CHECKED: J.S.A. | CHECKED:

ADAMS SURVEYING & ENGINEERING INC.
1068 CEDAR KNOLLS
CEDAR CITY, UTAH 84720
OFFICE: (801) 586-0852
EMAIL:office@adamssurveying.com

MASTER PLANNED ROADS & ZONES FOR PIDDING MASTER PLANNED COMMUNITY

0 400 800 FEET



LEGEND:

- REGIONAL COMMERCIAL (R-C)
- MULTI FAMILY RESIDENTIAL (M-R-2)
- SINGLE FAMILY RESIDENTIAL (R-1-11)
- EXISTING RURAL RESIDENTIAL (R-R-1)
- OPEN SPACE
- PARK OUTSIDE OF ANNEXATION BOUNDARY

NOTE: AREAS LISTED INCLUDE MASTER PLANNED ROADS

Velocity
ADDRESS: 655 W 200 N STE 150 CEDAR CITY, UT 84720
PHONE: (435) 586-0843

REVISION:	DATE:	BY:	DESCRIPTION:

MASTER PLANNED ROADS & ZONES FOR PIDDING MASTER PLANNED COMMUNITY

WITHIN SECTIONS 4, 5, 8, & 9, T. 35 S., R. 10 W., SLB&M
ENOCH CITY, IRON COUNTY, UTAH

DRAWN BY: H.K. HULET

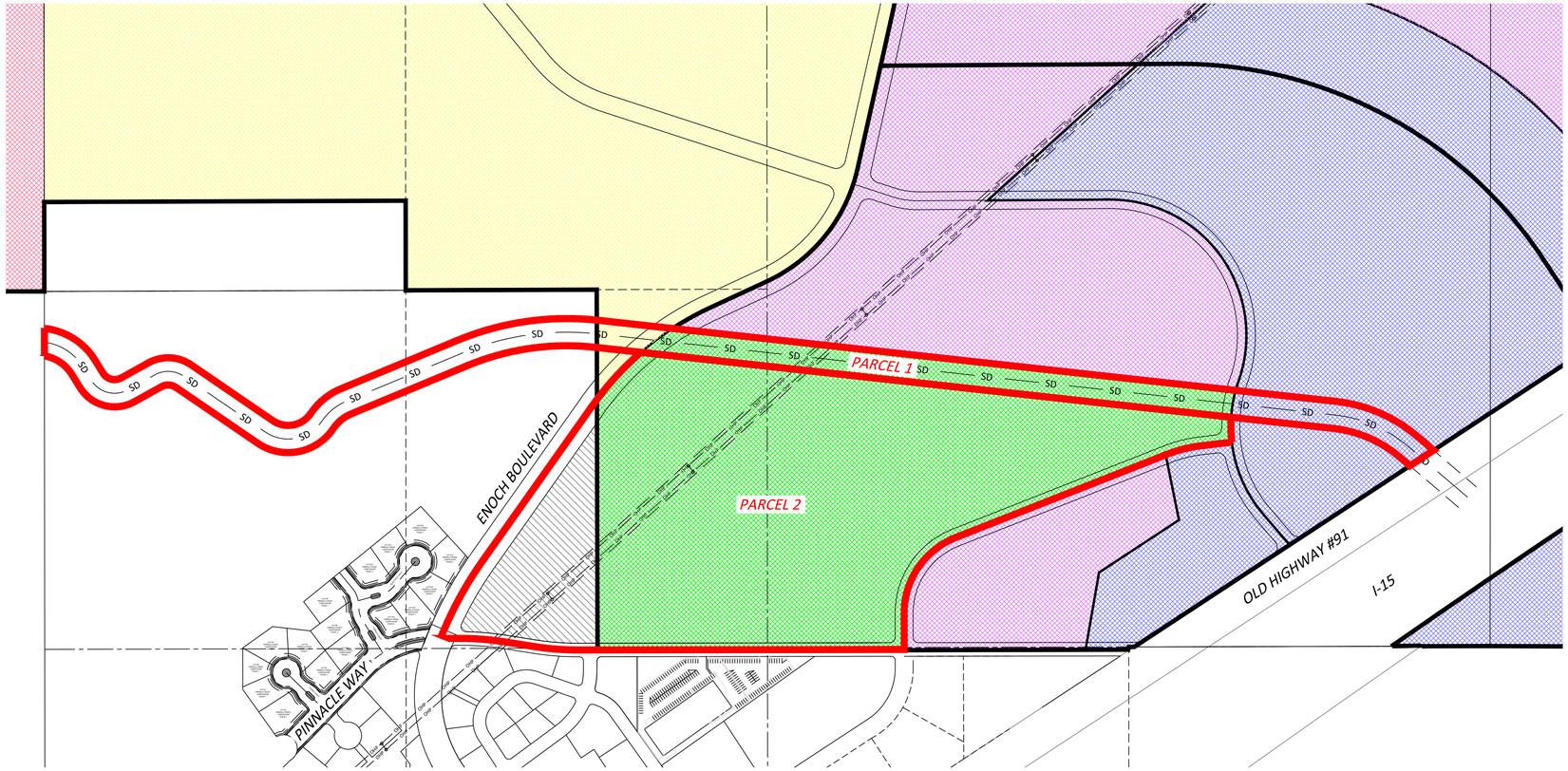
CHECKED BY: H.K. HULET

DATE: Oct 28, 2026

SCALE: 1" = 400'

FILE: C:\Users\hunterhulet\Documents\OneDrive - Velocity Homes\PC Backup Folder\Projects\SLB&M\35S-10W-5-6-8-Belt Route\Annexation\DWG\Roads Master Planned Layout 10272026.dwg

MASTER PLANNED ROADS & ZONES FOR PIDDING MASTER PLANNED COMMUNITY



0 250 500 FEET

LEGEND:

- *REGIONAL COMMERCIAL (R-C)*
- *MULTI FAMILY RESIDENTIAL (M-R-2)*
- *SINGLE FAMILY RESIDENTIAL (R-1-11)*
- *EXISTING RURAL RESIDENTIAL (R-R-1)*
- *OPEN SPACE*
- *PARK OUTSIDE OF ANNEXATION BOUNDARY*

NOTE: AREAS LISTED INCLUDE MASTER PLANNED ROADS

PARCEL 1:

BEGINNING N.0°03'39"W. ALONG THE SECTION LINE 1181.20 FEET FROM THE WEST QUARTER CORNER OF SECTION 8, TOWNSHIP 35 SOUTH, RANGE 10 WEST, SLB&M; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT WITH A RADIUS OF 250.00 FEET A DISTANCE OF 228.83 FEET (THE CHORD OF SAID CURVE BEARS S.57°46'16"E. 220.92 FEET), THENCE S.31°32'58"E. 55.13 FEET TO A POINT OF CURVE, THENCE ALONG THE ARC OF A CURVE TO THE LEFT WITH A RADIUS 50.00 FEET A DISTANCE OF 76.35 FEET (THE CHORD OF SAID CURVE BEARS S.75°17'47"E. 69.15 FEET), THENCE N.60°57'24"E. 114.31 FEET TO A POINT OF CURVE, THENCE ALONG THE ARC OF A CURVE TO THE RIGHT WITH A RADIUS OF 150.00 FEET A DISTANCE OF 166.02 FEET (THE CHORD OF SAID CURVE BEARS S.87°20'12"E. 157.67 FEET), THENCE S.55°37'49"E. 363.85 FEET TO A POINT OF CURVE, THENCE ALONG THE ARC OF A CURVE TO THE LEFT WITH A RADIUS OF 100.00 FEET A DISTANCE OF 157.68 FEET (THE CHORD OF SAID CURVE BEARS N.79°11'50"E. 141.85 FEET) TO A POINT OF REVERSE CURVE, THENCE ALONG THE ARC OF A CURVE TO THE RIGHT WITH A RADIUS OF 250.00 FEET A DISTANCE OF 145.76 FEET (THE CHORD OF SAID CURVE BEARS N.50°43'39"E. 143.70 FEET), THENCE N.67°25'50"E. 463.43 FEET TO A POINT OF CURVE, THENCE ALONG THE ARC OF A CURVE TO THE RIGHT WITH A RADIUS OF 1050.00 FEET A DISTANCE OF 528.67 FEET (THE CHORD OF SAID CURVE BEARS N.81°51'17"E. 523.11 FEET), THENCE S.83°43'17"E. 2733.35 FEET TO A POINT OF CURVE, THENCE ALONG THE ARC OF A CURVE TO THE RIGHT WITH A RADIUS OF 550.00 FEET A DISTANCE OF 328.69 FEET (THE CHORD OF SAID CURVE BEARS S.66°36'02'E. 323.82 FEET), THENCE S.49°28'48"E. 78.38 FEET TO THE NORTHWESTERLY RIGHT-OF-WAY LINE OF OLD HIGHWAY 91, THENCE S.56°41'30"W. ALONG SAID RIGHT-OF-WAY LINE 104.12 FEET, THENCE N.49°28'48"W. 49.38 FEET TO A POINT OF CURVE, THENCE ALONG THE ARC OF A CURVE TO THE LEFT WITH A RADIUS OF 450.00 FEET A DISTANCE OF 268.93 FEET (THE CHORD OF SAID CURVE BEARS N.66°36'02"W. 264.95 FEET),

PARCEL 1 CONT.:

THENCE N.83°43'17"W. 2733.35 FEET TO A POINT OF CURVE, THENCE ALONG THE ARC OF A CURVE TO THE LEFT WITH A RADIUS OF 950.00 FEET A DISTANCE OF 478.32 FEET (THE CHORD OF SAID CURVE BEARS S.81°51'17"W. 473.29 FEET), THENCE S.67°25'50"W. 463.43 FEET TO A POINT OF CURVE, THENCE ALONG THE ARC OF A CURVE TO THE LEFT WITH A RADIUS OF 150.00 FEET A DISTANCE OF 87.46 (THE CHORD OF SAID CURVE BEARS S.50°43'39"W. 86.22 FEET) TO A POINT OF REVERSE CURVE, THENCE ALONG THE ARC OF A CURVE TO THE RIGHT WITH A RADIUS OF 200.00 FEET A DISTANCE OF 315.36 FEET (THE CHORD OF SAID CURVE BEARS S.79°11'50"W. 283.69 FEET), THENCE N.55°37'49"W. 363.85 FEET TO A POINT OF CURVE, THENCE ALONG THE ARC OF A CURVE TO THE LEFT WITH A RADIUS OF 50.00 FEET A DISTANCE OF 55.34 FEET (THE CHORD OF SAID CURVE BEARS N.87°20'12"W. 52.56 FEET), THENCE S.60°57'24"W. 114.31 FEET TO A POINT OF CURVE, THENCE ALONG THE ARC OF A CURVE TO THE RIGHT WITH A RADIUS OF 150.00 FEET A DISTANCE OF 229.06 FEET (THE CHORD OF SAID CURVE BEARS N.75°17'47"W. 207.44 FEET), THENCE N.31°32'58"W. 55.13 FEET TO A POINT OF CURVE, THENCE ALONG THE ARC OF A CURVE TO THE LEFT WITH A RADIUS OF 150.00 FEET A DISTANCE OF 126.62 FEET (THE CHORD OF SAID CURVE BEARS N.55°43'53"W. 122.89 FEET) TO THE WEST LINE OF SAID SECTION 8, THENCE N.0°03'39"W. ALONG SAID SECTION LINE 100.95 FEET TO THE POINT OF BEGINNING.

CONTAINS 12.37 ACRES OF LAND.

PARCEL 2:

BEGINNING S.89°48'08"E. ALONG THE SECTION LINE 1452.69 FEET AND N.0°00'00"E. 2679.85 FEET FROM THE SOUTHWEST CORNER OF SECTION 8, TOWNSHIP 35 SOUTH, RANGE 10 WEST, SLB&M; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT WITH THE RADIUS OF 1381.16 FEET A DISTANCE OF 326.96 FEET (THE CHORD OF SAID CURVE BEARS N.28°29'32"E. 326.20 FEET), THENCE N.35°16'26"E. 696.53 FEET TO A POINT OF CURVE, THENCE ALONG THE ARC OF A CURVE TO THE RIGHT WITH A RADIUS OF 1100.00 FEET A DISTANCE OF 267.80 FEET (THE CHORD OF SAID CURVE BEARS N.42°14'54"E. 267.14 FEET), THENCE S.83°43'17"E. 2184.29 FEET TO A POINT OF CURVE, THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT WITH A RADIUS OF 500.00 FEET A DISTANCE OF 91.84 FEET (THE CHORD OF SAID CURVE BEARS S.1°29'55"E. 91.71 FEET), THENCE S.83°14'22"W. 114.63 FEET TO A POINT OF CURVE, THENCE ALONG THE ARC OF A CURVE TO THE LEFT WITH A RADIUS OF 500.00 FEET A DISTANCE OF 128.62 FEET (THE CHORD OF SAID CURVE BEARS S.75°52'12"W. 128.27 FEET), THENCE S.68°30'01"W. 835.28 FEET TO A POINT OF CURVE, THENCE ALONG THE ARC OF A CURVE TO THE LEFT WITH A RADIUS OF 300.00 FEET A DISTANCE OF 359.25 FEET (THE CHORD OF SAID CURVE BEARS S.34°11'40"W. 338.16 FEET), THENCE S.0°06'40"E. 132.40 FEET, THENCE S.89°54'29"W. 1200.46 FEET TO A POINT OF CURVE, THENCE ALONG THE ARC OF A CURVE TO THE RIGHT WITH A RADIUS OF 1000.00 FEET A DISTANCE OF 158.43 FEET (THE CHORD OF SAID CURVE BEARS N.85°33'12"W. 158.26 FEET), THENCE N.81°00'53"W. 115.41 FEET TO A POINT OF CURVE, THENCE ALONG THE ARC OF A CURVE TO THE LEFT WITH A RADIUS OF 1000.00 FEET A DISTANCE OF 158.43 FEET (THE CHORD OF SAID CURVE BEARS N.85°33'12"W. 158.26 FEET), THENCE S.89°54'29"W. 75.84 FEET TO THE POINT OF BEGINNING.

CONTAINS 43.22 ACRES OF LAND.

Velocity
ADDRESS: 655 W 200 N STE 150 CEDAR CITY, UT 84720
PHONE: (435) 586-0843

REVISION:	DATE:	BY:	DESCRIPTION:

MASTER PLANNED ROADS & ZONES FOR PIDDING MASTER PLANNED COMMUNITY
WITHIN SECTIONS 4, 5, 8, & 9, T. 35 S., R. 10 W., SLB&M
ENOCH CITY, IRON COUNTY, UTAH

DRAWN BY: H.K. HULET

CHECKED BY: H.K. HULET

DATE: Oct 28, 2026

SCALE: 1" = 250'

FILE: C:\Users\hunterhulet\Documents\OneDrive - Velocity Homes\PC Backup Folder\Projects\SLB&M-35S-10W-5-6-8-Belt Route\Annexation\DWG\Roads Master Planned Layout 10272026.dwg

ANNEXATION AGREEMENT

This Annexation Agreement (the "Agreement") is made effective this ____ day of _____2026 (the "Effective Date"), by and between Enoch City (the "City"), a Utah municipality, and **Velocity Development, LLC**, a Utah limited liability company (hereinafter "Owner" as representative of the property owners Pidding, LLC and North Spring Ranch, LLC by whose signatures consent for this Agreement is given)(The City and Owner are collectively referred to herein as the "Parties").

RECITALS

A. WHEREAS the Owner represents the property is owned by Pidding, LLC and North Spring Ranch, LLC, and seeks to develop certain agricultural and/or undeveloped real property currently located in unincorporated Iron County, Utah, which is more particularly described in the Legal Description of the Property attached Exhibit A (Legal Description), and the boundaries of the Property as it abuts the existing City boundaries is depicted in attached Exhibit B (Annexation Map), which also includes an accurate use and zoning map attached as Exhibit C (Master Community Plan) of the annexation area (the "Property").

B. WHEREAS the Owner desires to or has filed a Notice of Intent to Annex and a Petition for Annexation with the City to annex the Property into the City. A Legal Description of the Property is attached as Exhibit A. The Legal boundaries of the Property as it abuts the existing City boundaries are attached as Exhibit B.

C. WHEREAS the City desires to annex the Property into the City, to enhance community character, provide reasonable opportunities for growth and economic development, preserve natural resources and agricultural lands and enable the City to provide necessary public services in an efficient and cost-effective manner, on the terms and conditions set forth herein.

D. WHEREAS the City acts pursuant to its authority under the Utah Municipal Land Use, Development, and Management Act (Utah Code Ann. §10-20-101, *et seq.*) and in furtherance of its land use policies, goals, objectives, ordinances, resolutions, and regulations, to approve this Agreement.

NOW, THEREFORE, in consideration of the foregoing premises and the covenants, promises, and agreements of each of the Parties hereto, to be kept and performed by each of them, Owner and City hereby agree as follows:

1. AUTHORITY

a. The City Council ("Council") has found that annexing the Property pursuant to the terms and conditions of this Agreement is beneficial to the City and furthers the health, safety and welfare of the City and its residents by, among other things, facilitating orderly growth of the City. The City Council finds that annexing the Property under this Agreement is consistent with and authorized by laws applicable to the City and ordinances and policies established by the City.

b. The Mayor and Recorder have been authorized by a resolution or ordinance duly adopted by the City Council to execute and deliver this Agreement.

c. The Owner represents it owns the Property, and the person signing below in a representative capacity is authorized by the Owner to execute this Agreement.

2. ANNEXATION

a. This Annexation is approved pursuant to the Following provisions:

b. UCA §10-2-8. Owner and City agree to follow the required process for Annexation of property as detailed in Utah Code Annotated §10-2-8, and further agree this Agreement represents a culmination and fulfilment of such requirements.

c. Master Community Plan. The Owner intends to develop the Property in accordance with the Master Community Plan, attached Exhibit C. The City agrees it has previously and carefully reviewed the Master Community Plan, including the land uses, zoning, and other applicable elements, and has simultaneously approved the Master Community Plan with the approval and execution of this Agreement. The Parties agree the Owner may rely upon and proceed to develop all or any portion of the Property in conformity with the Master Community Plan and the rights vested in the owner pursuant to the underlying Enoch City Ordinance, §12-1200 titled "Planned Unit Development."

> ENOCH CITY STAFF COMMENT: Need to add an underlying zone. This would also probably be a good spot to add language regarding the open space conveyed to the city as part of this development.

d. Development Agreement. The Owner intends to develop the Property in accordance with the Development Agreement, of which Agreement this Annexation Agreement is Exhibit D. The City agrees it has previously and carefully reviewed the Development Agreement and has simultaneously approved the Development Agreement with the approval and execution of this Agreement. The Parties agree the Owner may rely upon and proceed to develop all or any portion of the Property in conformity with the Development Agreement and the rights vested therein. Development Agreement.

e. No Further Approvals Necessary. The Owner intends to develop the property in stages or phases. The Parties agree as long as the Owner develops the Property pursuant to and in harmony with this Agreement, the Master Community Plan, and the Development Agreement, and Enoch City standards.No further approvals or hearings are necessary—except as required by state law—for the commencement and construction of such development upon the Property.

> ENOCH CITY STAFF COMMENT: ADD LANGUAGE ENOCH CITY STANDARDS (I.E. ZONING AND ENGINEERING) NEED TO BE MET.

f. Amendment of Agreement. This Agreement and the underlying Master Community Plan or the Development Agreement, along with any of the terms and conditions therefor, may only be amended so long as such amendments are approved by all parties.

g. Binding upon the Parties. This Annexation Agreement, the Exhibits, and the incorporated documents are and shall continue to be binding up on the parties, including upon any subsequent developer, building, or owner who desires to commence development of the annexed property.

3. DEVELOPMENT OF PROPERTY

a. Development, Conditions, and Agreement. The Owner agrees to develop the Property in harmony with the approved Master Community Plan and the Development Agreement. The City agrees to maintain, at the City's expense, all utilities and infrastructure outside the Property boundaries sufficient to properly manage and ensure the continued and appropriate delivery of City services to the Property, including all utilities, roads, major collector roadways, intersections, and other City services, including any necessary upsizing or other related amenities to public infrastructure when agreed upon by Enoch City.

ENOCH CITY STAFF COMMENT: Clarify we will upsize or improve public infrastructure when agreed upon by the City.

4. GENERAL PROVISIONS

a. Cooperation. In the event the Annexation of the Property is denied or voided by the City or any court, the City and Owner shall cooperate to cure the legal defect(s) to accomplish the annexation of the Property. However, nothing in this Agreement shall preclude Owner from exercising its statutory right to withdraw its signature in accordance with UCA §10-2-806(7).

b. Entire Agreement; Amendment. This Agreement, the attached Exhibits, and the incorporated documents constitute the sole and entire agreement of the Parties regarding annexation of the Property and is binding upon the Parties, their successors, legal representatives and assigns. There shall be no modification of this Agreement except in writing, executed with the same formalities as this instrument.

5. ADDITIONAL PROVISIONS

a. Forum and Venue. The provisions of this Agreement shall be governed by and construed in accordance with the laws of the state of Utah with Venue in Iron County, Utah.

b. Time. Time is the essence hereof.

c. Survival. All agreements, covenants, representations and warranties contained herein shall survive the execution of this Agreement, and the Annexation of the Property, and shall continue in full force and effect.

d. Waiver. No failure by any party to insist upon the strict performance of any covenant, duty, agreement or condition of this Agreement constitutes a waiver of any such breach or of such or any other covenant, agreement, term or condition.

e. Severability. In the event that any condition, covenant or other provision hereof is held to be invalid or void, or deemed invalid due to its scope or breadth, the same shall be deemed severable from the remainder of this Agreement and/or deemed valid to the extent of the scope or breadth permitted by law.

f. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

g. Attorney Fees. In the event any dispute arises between the parties under this Agreement, the party prevailing in such dispute shall be entitled to collect from the other party all costs incurred in such dispute, including reasonable attorneys' fees.

h. Breach. In the event either party breaches this Agreement before annexation, the non-breaching party may elect to terminate the Agreement and stop the annexation of the Property.

ENOCH CITY STAFF COMMENT: Need to clarify timeframe.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates below written to be effective as of the last date of signature.

Enoch City, a Utah municipality

By: Jim Rushton (Date)
City Mayor

Velocity Development, LLC, a Utah limited liablity company

By: Spencer Jones (Date)
Its: Managing Member

Pidding LLC, a Utah limited liability company

By: Spencer Jones (Date)
Its: Managing Member

North Spring Ranch, LLC, a Utah limited liability company

By: Spencer Jones (Date)
Its: Managing Member

ATTEST:

City Clerk (Date)

ENOCH CITY COUNCIL AGENDA MEMO

SUBJECT: Review of Development Agreement – Velocity Development, LLC (Pidding, LLC / North Spring Ranch, LLC annexation)

FOR CONSIDERATION ON: November 4, 2026

PETITIONER: Velocity Development, LLC, with the consent of property owners Pidding, LLC and North Spring Ranch, LLC

ACTION REQUESTED BY PETITIONER: Approval of the Development Agreement

REVIEW TYPE: Legislative

BACKGROUND INFORMATION:

Velocity Development, LLC (the "Developer"), with the consent of property owners Pidding, LLC and North Spring Ranch, LLC, has submitted a Development Agreement for the annexation and development of approximately 677 acres of agricultural and undeveloped land in unincorporated Iron County (Parcel #1, 665.64 acres, and Parcel #2, 11.70 acres, per Exhibit A). The draft reviewed by staff is dated October 27, 2026.

The Agreement would approve the Master Community Plan (Exhibit C), which identifies development pods, land uses, zoning designations, residential dwelling-unit ranges, commercial acreages, and transportation, drainage, park, and open-space elements, and would be approved together with the Annexation Agreement (Exhibit D). Principal terms include:

- Residential entitlements by pod, with a project-wide maximum and the Developer's ability to reallocate density among pods without amendment.
- Development under the PUD standards of Chapter 12.1200 as modified by the Agreement, and a limit of 50% of Pod 3 for MR-2 uses not allowed in R-1-11.
- A fixed non-local road network, street standards vested as of November 4, 2026, and an ITE-based process for verifying road capacity.
- Developer-built sewer routing to Enoch Boulevard and Pinnacle Way, and City reservation of 400 acre-feet per year of recreational water, with a 600 gallon-per-minute minimum flow to Pidding Park.
- Storm drainage impact-fee exemptions tied to Developer drainage facilities and conveyance of a 100-foot drainage channel corridor.
- Conveyances to the City of Pidding Park (in 20% increments each year), the drainage channel corridor, drainage parcels, and the Well (WIN #6421) and Well Parcel with irrigation water rights, in exchange for 175 acre-feet and 69 acre-feet of development credit, with exchange parcels conveyed to the Developer (Exhibit F).
- City construction deadlines for the secondary water main (2 years), half of Enoch Boulevard and two soccer fields (5 years), and half of Village Green Road (8 years).

Staff has reviewed the Agreement and its comments are included in the Agreement itself.This review does not include a review by the City Attorney. City staff will meet with the Applicant to review staff's comments before the November 4, 2026 City Council meeting.

GENERAL PLAN REFERENCE:

- N/A

CITY CODE REFERENCE:

- Enoch City Code Chapter 12.1200 (Planned Unit Development standards), as referenced in Section 2(c)(i) of the Agreement.
- Enoch City Ordinance 12-2500-2503, Part 13 (water rights transfer requirement), as referenced in Section 2(f) of the Agreement.

PUBLIC NOTICE:

A public hearing is not required as part of this review by the City Council.

STAFF RECOMMENDATION:

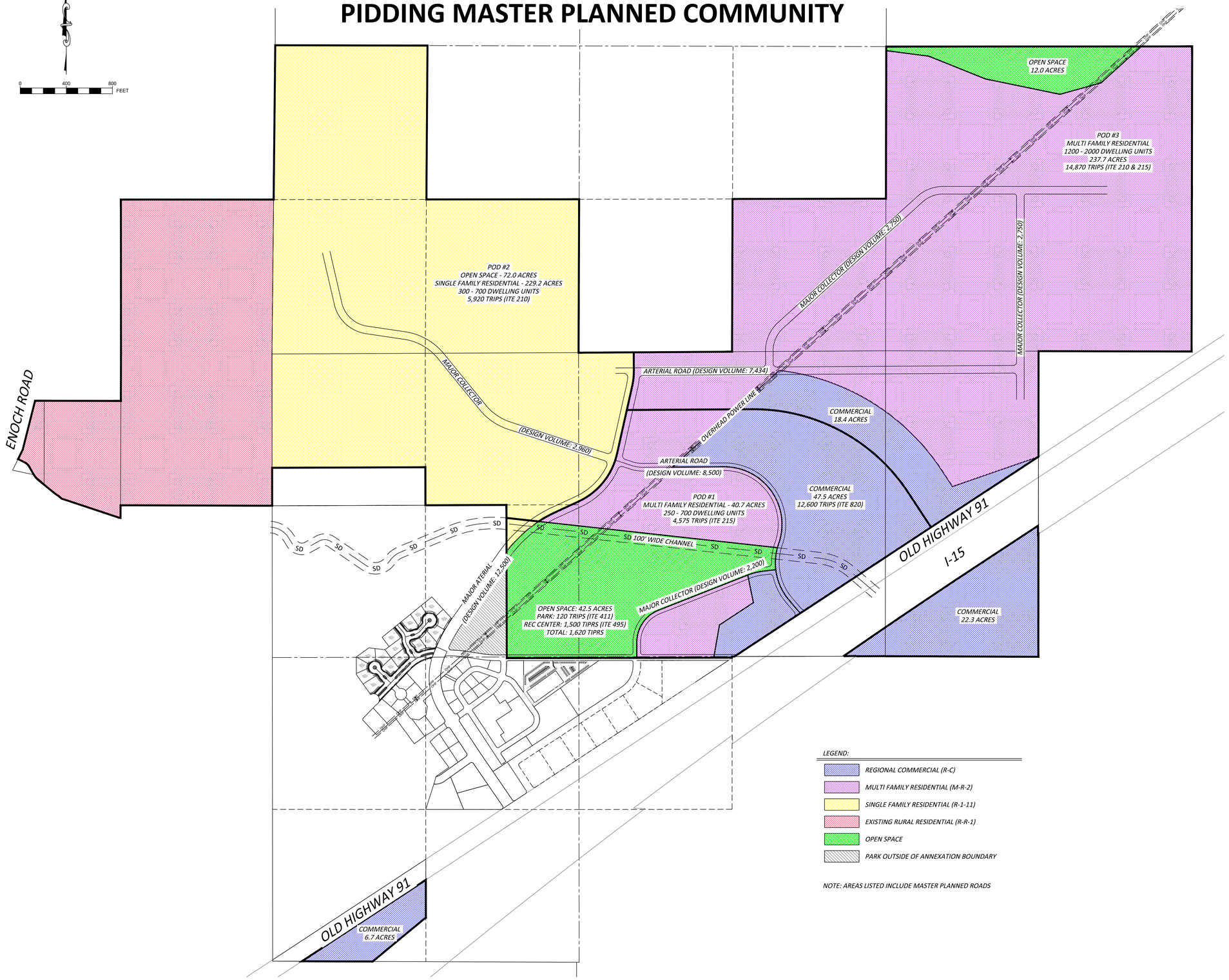
Staff recommends that the City Council consider approval of the Development Agreement following resolution of the outstanding items identified in this staff report. The City Council may consider incorporating these items as conditions of approval or directing that the Development Agreement be revised prior to approval.

- Add funding-availability, appropriation, and extension language to City obligations (400 acre-feet and 600 gpm water commitments, secondary water main, roads, and soccer fields); revise "time is of the essence"; and add notice-and-cure default provisions that apply after annexation.
- Set a vesting term for street standards and limit the Developer's option to adopt later standards to complete standard sets.
- Make conforming edits to the trip-generation language in Section 2(a)(v), define trips by reference to the ITE manual, and limit the lower-rate option to independent, City-reviewed analysis.
- Condition storm drainage impact-fee exemptions on construction and City acceptance of facilities, require City-approved facilities within the City, and delete the extension of the exemption to other land.
- Delete or revise Sections 2(h) and 2(i), the phrase "and carefully" in Section 2(b), and the historical drainage cost language in Section 2(d).
- Define the Pidding Park reverter, set a measurable open-space standard, and require density tracking by pod at each plat.
- Complete the Well Parcel legal description, title report, and ownership verification before approval, and provide Exhibits B, C, and D to Council in final form.
- Obtain City Attorney review, including verification of the Utah Code citations, before final action.

Staff will meet with the Applicant to review these comments before the City Council meeting and will report the results to the Council.

MASTER PLANNED ROADS & ZONES FOR PIDDING MASTER PLANNED COMMUNITY

0 400 800 FEET



LEGEND:

- REGIONAL COMMERCIAL (R-C)
- MULTI FAMILY RESIDENTIAL (M-R-2)
- SINGLE FAMILY RESIDENTIAL (R-1-11)
- EXISTING RURAL RESIDENTIAL (R-R-1)
- OPEN SPACE
- PARK OUTSIDE OF ANNEXATION BOUNDARY

NOTE: AREAS LISTED INCLUDE MASTER PLANNED ROADS

Velocity
ADDRESS: 655 W 200 N STE 150 CEDAR CITY, UT 84720
PHONE: (435) 586-0843

REVISION:	DATE:	BY:	DESCRIPTION:

MASTER PLANNED ROADS & ZONES FOR PIDDING MASTER PLANNED COMMUNITY

WITHIN SECTIONS 4, 5, 8, & 9, T. 35 S., R. 10 W., SLB&M
ENOCH CITY, IRON COUNTY, UTAH

DRAWN BY: H.K. HULET

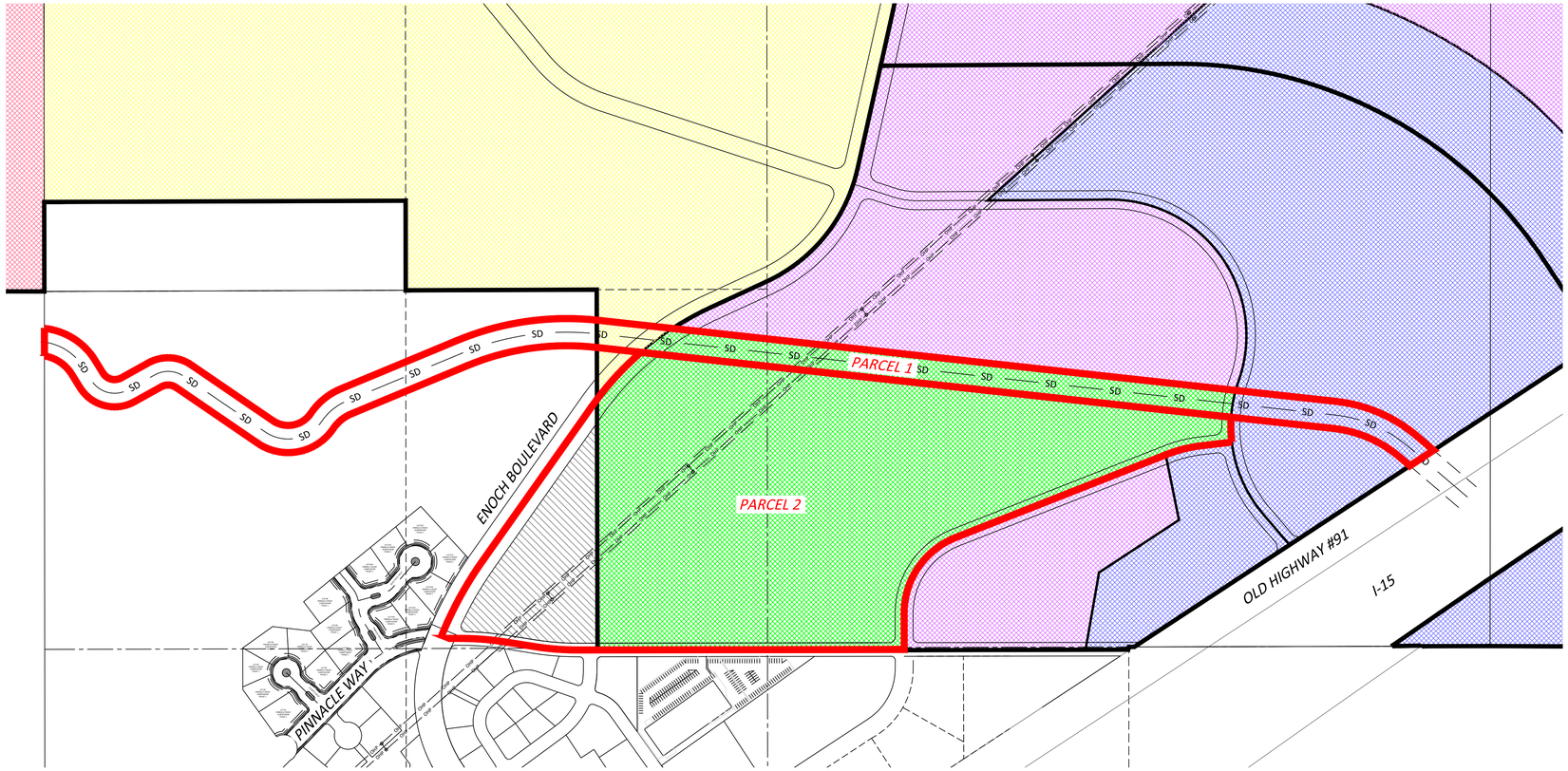
CHECKED BY: H.K. HULET

DATE: Oct 28, 2026

SCALE: 1" = 400'

FILE: C:\Users\hunterhulet\Documents\OneDrive - Velocity Homes\PC Backup Folder\Projects\SLB&M\35S-10W-5-6-8-Belt Route\Annexation\DWG\Roads Master Planned Layout 10272026.dwg

MASTER PLANNED ROADS & ZONES FOR PIDDING MASTER PLANNED COMMUNITY



0 250 500 FEET

LEGEND:

- *REGIONAL COMMERCIAL (R-C)*
- *MULTI FAMILY RESIDENTIAL (M-R-2)*
- *SINGLE FAMILY RESIDENTIAL (R-1-11)*
- *EXISTING RURAL RESIDENTIAL (R-R-1)*
- *OPEN SPACE*
- *PARK OUTSIDE OF ANNEXATION BOUNDARY*

NOTE: AREAS LISTED INCLUDE MASTER PLANNED ROADS

PARCEL 1:

BEGINNING N.0°03'39"W. ALONG THE SECTION LINE 1181.20 FEET FROM THE WEST QUARTER CORNER OF SECTION 8, TOWNSHIP 35 SOUTH, RANGE 10 WEST, SLB&M; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT WITH A RADIUS OF 250.00 FEET A DISTANCE OF 228.83 FEET (THE CHORD OF SAID CURVE BEARS S.57°46'16"E. 220.92 FEET), THENCE S.31°32'58"E. 55.13 FEET TO A POINT OF CURVE, THENCE ALONG THE ARC OF A CURVE TO THE LEFT WITH A RADIUS 50.00 FEET A DISTANCE OF 76.35 FEET (THE CHORD OF SAID CURVE BEARS S.75°17'47"E. 69.15 FEET), THENCE N.60°57'24"E. 114.31 FEET TO A POINT OF CURVE, THENCE ALONG THE ARC OF A CURVE TO THE RIGHT WITH A RADIUS OF 150.00 FEET A DISTANCE OF 166.02 FEET (THE CHORD OF SAID CURVE BEARS S.87°20'12"E. 157.67 FEET), THENCE S.55°37'49"E. 363.85 FEET TO A POINT OF CURVE, THENCE ALONG THE ARC OF A CURVE TO THE LEFT WITH A RADIUS OF 100.00 FEET A DISTANCE OF 157.68 FEET (THE CHORD OF SAID CURVE BEARS N.79°11'50"E. 141.85 FEET) TO A POINT OF REVERSE CURVE, THENCE ALONG THE ARC OF A CURVE TO THE RIGHT WITH A RADIUS OF 250.00 FEET A DISTANCE OF 145.76 FEET (THE CHORD OF SAID CURVE BEARS N.50°43'39"E. 143.70 FEET), THENCE N.67°25'50"E. 463.43 FEET TO A POINT OF CURVE, THENCE ALONG THE ARC OF A CURVE TO THE RIGHT WITH A RADIUS OF 1050.00 FEET A DISTANCE OF 528.67 FEET (THE CHORD OF SAID CURVE BEARS N.81°51'17"E. 523.11 FEET), THENCE S.83°43'17"E. 2733.35 FEET TO A POINT OF CURVE, THENCE ALONG THE ARC OF A CURVE TO THE RIGHT WITH A RADIUS OF 550.00 FEET A DISTANCE OF 328.69 FEET (THE CHORD OF SAID CURVE BEARS S.66°36'02'E. 323.82 FEET), THENCE S.49°28'48"E. 78.38 FEET TO THE NORTHWESTERLY RIGHT-OF-WAY LINE OF OLD HIGHWAY 91, THENCE S.56°41'30"W. ALONG SAID RIGHT-OF-WAY LINE 104.12 FEET, THENCE N.49°28'48"W. 49.38 FEET TO A POINT OF CURVE, THENCE ALONG THE ARC OF A CURVE TO THE LEFT WITH A RADIUS OF 450.00 FEET A DISTANCE OF 268.93 FEET (THE CHORD OF SAID CURVE BEARS N.66°36'02"W. 264.95 FEET),

PARCEL 1 CONT.:

THENCE N.83°43'17"W. 2733.35 FEET TO A POINT OF CURVE, THENCE ALONG THE ARC OF A CURVE TO THE LEFT WITH A RADIUS OF 950.00 FEET A DISTANCE OF 478.32 FEET (THE CHORD OF SAID CURVE BEARS S.81°51'17"W. 473.29 FEET), THENCE S.67°25'50"W. 463.43 FEET TO A POINT OF CURVE, THENCE ALONG THE ARC OF A CURVE TO THE LEFT WITH A RADIUS OF 150.00 FEET A DISTANCE OF 87.46 (THE CHORD OF SAID CURVE BEARS S.50°43'39"W. 86.22 FEET) TO A POINT OF REVERSE CURVE, THENCE ALONG THE ARC OF A CURVE TO THE RIGHT WITH A RADIUS OF 200.00 FEET A DISTANCE OF 315.36 FEET (THE CHORD OF SAID CURVE BEARS S.79°11'50"W. 283.69 FEET), THENCE N.55°37'49"W. 363.85 FEET TO A POINT OF CURVE, THENCE ALONG THE ARC OF A CURVE TO THE LEFT WITH A RADIUS OF 50.00 FEET A DISTANCE OF 55.34 FEET (THE CHORD OF SAID CURVE BEARS N.87°20'12"W. 52.56 FEET), THENCE S.60°57'24"W. 114.31 FEET TO A POINT OF CURVE, THENCE ALONG THE ARC OF A CURVE TO THE RIGHT WITH A RADIUS OF 150.00 FEET A DISTANCE OF 229.06 FEET (THE CHORD OF SAID CURVE BEARS N.75°17'47"W. 207.44 FEET), THENCE N.31°32'58"W. 55.13 FEET TO A POINT OF CURVE, THENCE ALONG THE ARC OF A CURVE TO THE LEFT WITH A RADIUS OF 150.00 FEET A DISTANCE OF 126.62 FEET (THE CHORD OF SAID CURVE BEARS N.55°43'53"W. 122.89 FEET) TO THE WEST LINE OF SAID SECTION 8, THENCE N.0°03'39"W. ALONG SAID SECTION LINE 100.95 FEET TO THE POINT OF BEGINNING.

CONTAINS 12.37 ACRES OF LAND.

PARCEL 2:

BEGINNING S.89°48'08"E. ALONG THE SECTION LINE 1452.69 FEET AND N.0°00'00"E. 2679.85 FEET FROM THE SOUTHWEST CORNER OF SECTION 8, TOWNSHIP 35 SOUTH, RANGE 10 WEST, SLB&M; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT WITH THE RADIUS OF 1381.16 FEET A DISTANCE OF 326.96 FEET (THE CHORD OF SAID CURVE BEARS N.28°29'32"E. 326.20 FEET), THENCE N.35°16'26"E. 696.53 FEET TO A POINT OF CURVE, THENCE ALONG THE ARC OF A CURVE TO THE RIGHT WITH A RADIUS OF 1100.00 FEET A DISTANCE OF 267.80 FEET (THE CHORD OF SAID CURVE BEARS N.42°14'54"E. 267.14 FEET), THENCE S.83°43'17"E. 2184.29 FEET TO A POINT OF CURVE, THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT WITH A RADIUS OF 500.00 FEET A DISTANCE OF 91.84 FEET (THE CHORD OF SAID CURVE BEARS S.1°29'55"E. 91.71 FEET), THENCE S.83°14'22"W. 114.63 FEET TO A POINT OF CURVE, THENCE ALONG THE ARC OF A CURVE TO THE LEFT WITH A RADIUS OF 500.00 FEET A DISTANCE OF 128.62 FEET (THE CHORD OF SAID CURVE BEARS S.75°52'12"W. 128.27 FEET), THENCE S.68°30'01"W. 835.28 FEET TO A POINT OF CURVE, THENCE ALONG THE ARC OF A CURVE TO THE LEFT WITH A RADIUS OF 300.00 FEET A DISTANCE OF 359.25 FEET (THE CHORD OF SAID CURVE BEARS S.34°11'40"W. 338.16 FEET), THENCE S.0°06'40"E. 132.40 FEET, THENCE S.89°54'29"W. 1200.46 FEET TO A POINT OF CURVE, THENCE ALONG THE ARC OF A CURVE TO THE RIGHT WITH A RADIUS OF 1000.00 FEET A DISTANCE OF 158.43 FEET (THE CHORD OF SAID CURVE BEARS N.85°33'12"W. 158.26 FEET), THENCE N.81°00'53"W. 115.41 FEET TO A POINT OF CURVE, THENCE ALONG THE ARC OF A CURVE TO THE LEFT WITH A RADIUS OF 1000.00 FEET A DISTANCE OF 158.43 FEET (THE CHORD OF SAID CURVE BEARS N.85°33'12"W. 158.26 FEET), THENCE S.89°54'29"W. 75.84 FEET TO THE POINT OF BEGINNING.

CONTAINS 43.22 ACRES OF LAND.

Velocity
ADDRESS: 655 W 200 N STE 150 CEDAR CITY, UT 84720
PHONE: (435) 586-0843

REVISION:	DATE:	BY:	DESCRIPTION:

MASTER PLANNED ROADS & ZONES FOR PIDDING MASTER PLANNED COMMUNITY
WITHIN SECTIONS 4, 5, 8, & 9, T. 35 S., R. 10 W., SLB&M
ENOCH CITY, IRON COUNTY, UTAH

DRAWN BY: H.K. HULET

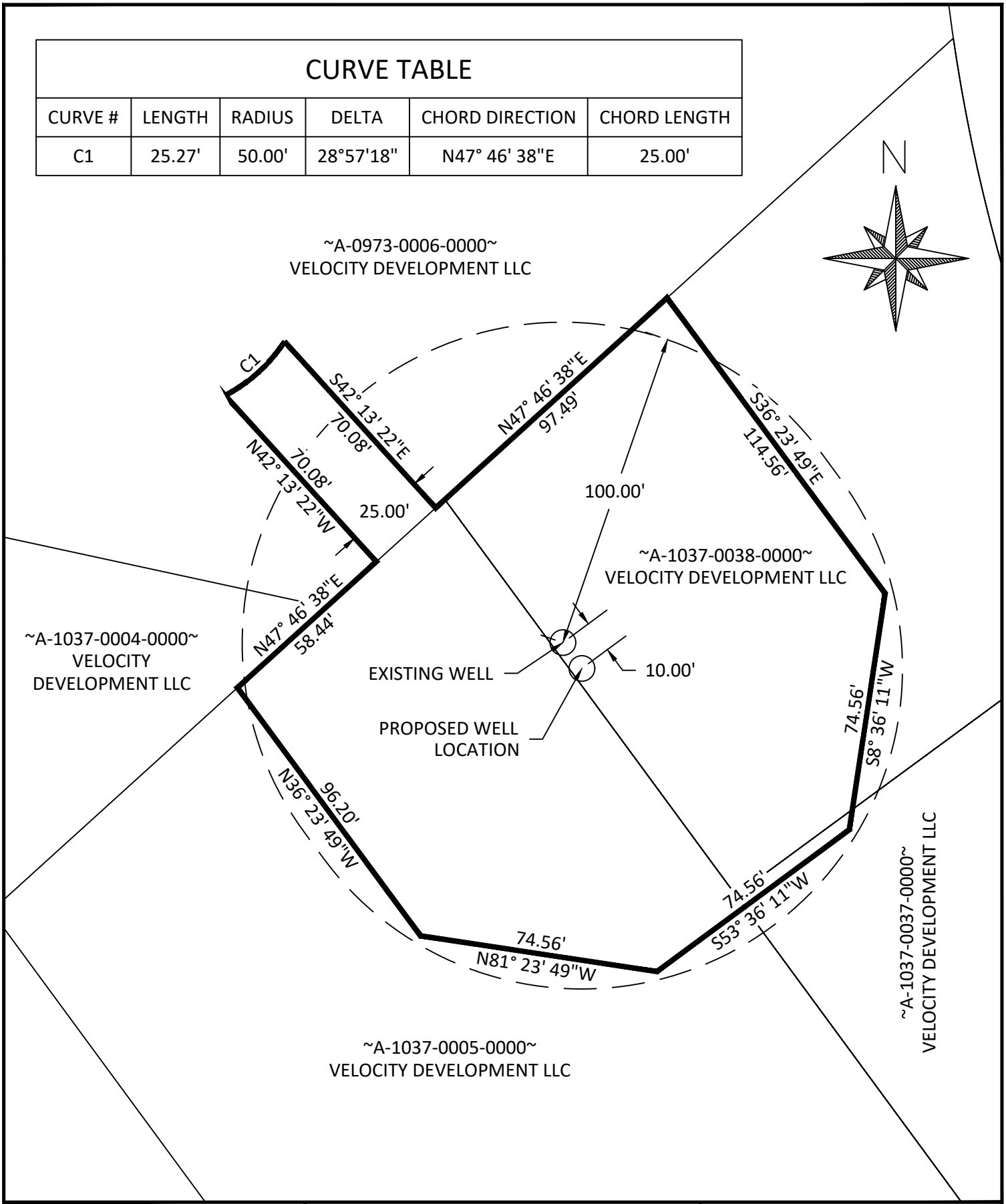
CHECKED BY: H.K. HULET

DATE: Oct 28, 2026

SCALE: 1" = 250'

FILE: C:\Users\hunterhulet\Documents\OneDrive - Velocity Homes\PC Backup Folder\Projects\SLB&M-35S-10W-5-6-8-Belt Route\Annexation\DWG\Roads Master Planned Layout 10272026.dwg

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD LENGTH
C1	25.27'	50.00'	28°57'18"	N47° 46' 38"E	25.00'



Velocity

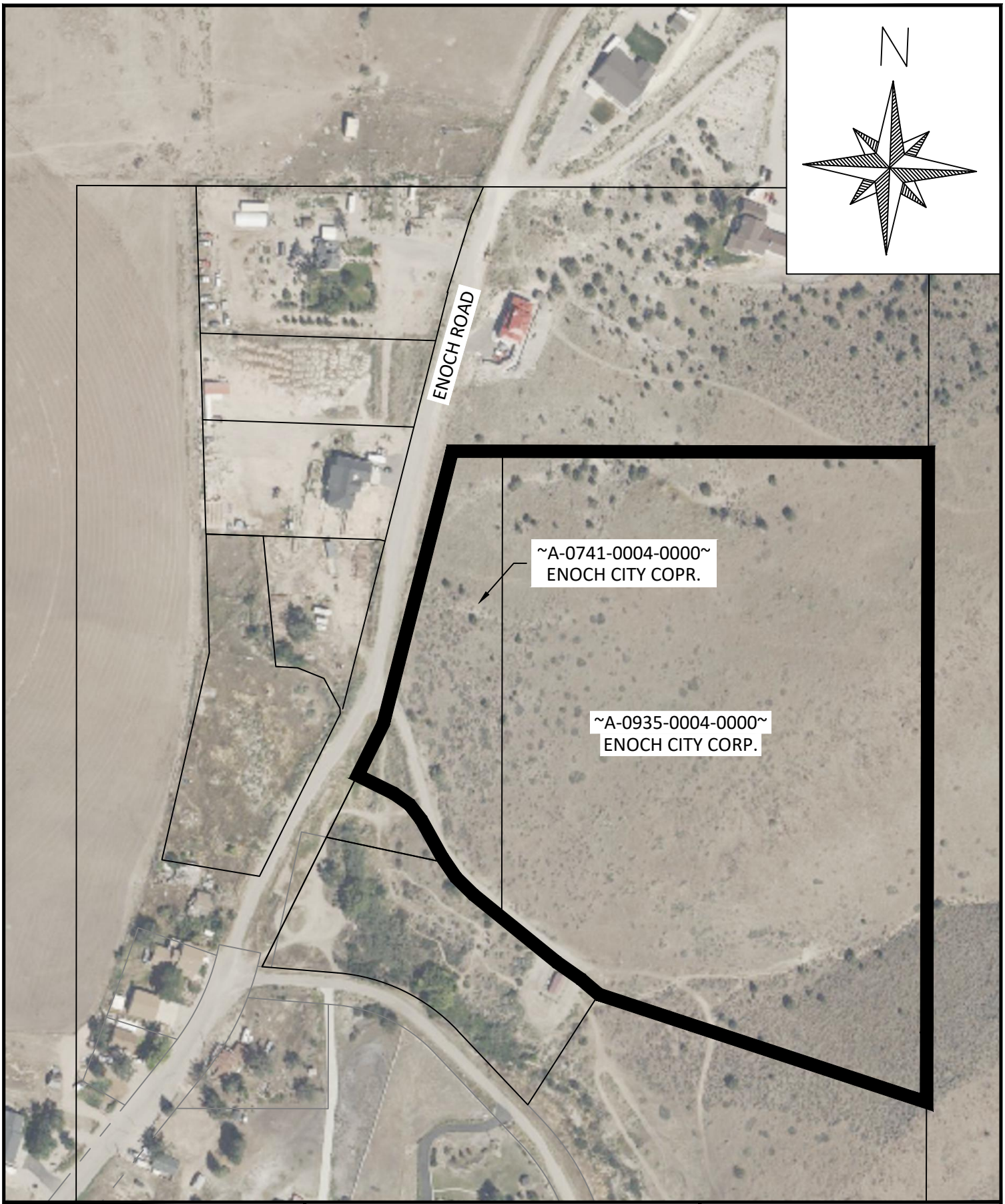
ADDRESS: **655 W 200 N STE 150**
CEDAR CITY, UT 84720

WELL PARCEL
WITHIN THE SW1/4 OF
SEC. 8, T.35S., R.10W., SLB&M
ENOCH CITY, IRON COUNTY, UTAH

DRAWN BY: H.K. HULET

DATE: OCTOBER 28, 2026

SCALE: 1" = 40'



Velocity

ADDRESS: 655 W 200 N STE 150
CEDAR CITY, UT 84720

YELLOW HILL EXHIBIT
WITHIN SECTIONS 6 & 7,
T.35S., R.10W., SLB&M
ENOCH CITY, IRON COUNTY, UTAH

DRAWN BY: H.K. HULET

DATE: OCTOBER 28, 2026

SCALE: 1" = 200'

DEVELOPMENT AGREEMENT

This Development Agreement (the "Agreement") is made effective this 4th day of November 2026 (the "Effective Date"), by and between Enoch City (the "City"), a Utah municipality, and Velocity Development, LLC, a Utah limited liability company (the "Developer")(The City and Developer are collectively referred to herein as the "Parties").

RECITALS

A. WHEREAS the Developer represents the property is owned by Pidding, LLC and North Spring Ranch, LLC (whose consent to this Agreement is evidenced by their signatures hereinbelow), and seeks to develop certain agricultural and/or undeveloped real property currently located in unincorporated Iron County, Utah, which is more particularly described in the Legal Description of the Property attached Exhibit A (Legal Description), and the boundaries of the Property as it abuts the existing City boundaries is depicted in attached Exhibit B (Annexation Map), which also includes an accurate use and zoning map attached as Exhibit C (Master Community Plan) of the annexation area and other parcels governed by this Agreement (the "Property").

B. WHEREAS the City has worked with the Developer, to annex, plan and otherwise coordinate and prepare the Property for development, the City does hereby enter into this Development Agreement ("Agreement").

NOW, THEREFORE, in consideration of the foregoing premises and the covenants, promises, and agreements of each of the Parties hereto, to be kept and performed by each of them, Developer and City hereby agree as follows:

1. AUTHORITY

a. The City Council ("Council") has found that developing the Property pursuant to the terms and conditions of this Agreement is beneficial to the City and furthers the health, safety and welfare of the City and its residents by, among other things, providing for the orderly growth of the City. The City Council finds that developing the Property under this Agreement is consistent with and authorized by laws applicable to the City and ordinances and policies established by the City.

b. The Mayor and Recorder have been authorized by a resolution or ordinance duly adopted by the City Council to execute and deliver this Agreement.

c. The Developer of the property owned by Pidding, LLC and North Spring Ranch, LLC represents the owners of the Property, and the person signing below as Developer does so in a representative capacity as authorized—by the Developer and Pidding, LLC and North Spring Ranch, LLC—to execute this Agreement.

2. DEVELOPMENT

a. Master Community Plan. Approval and Residential Entitlements. The City hereby approves the Master Community Plan attached as Exhibit C and authorizes Developer to develop the Property in accordance with the Master Community Plan, Enoch City Code, and this Agreement. The Master Community Plan identifies development pods, land uses, zoning designations, anticipated residential dwelling-unit ranges, commercial acreages, and certain transportation, drainage, park, and open-space elements. Developer is entitled to develop up to the maximum number of residential dwelling units identified for each pod, provided the total number developed on the Property does not exceed the project-wide residential dwelling-unit maximum identified in the Master Community Plan. The lower number of each pod's range is a planning estimate and creates no minimum construction obligation. The Parties acknowledge that the sum of the individual pod maximums exceeds the project-wide maximum to permit flexibility in allocating development among pods. Developer may vary that allocation without amendment to this Agreement or the Master Community Plan, provided neither an individual pod maximum nor the project-wide maximum is exceeded. Commercial uses shall not count against these residential dwelling-unit limitations.

i. Incorporation into City Infrastructure Planning. As the City updates its applicable transportation, utility, capital facilities, and impact fee facilities plans in the ordinary course, it shall incorporate the Master Community Plan's residential dwelling-unit ranges, permitted residential use types, commercial acreages, and infrastructure parameters. Such planning shall accommodate development up to each pod's residential maximum, subject to the project-wide maximum, and recognize the alternative allocations permitted in this subsection a. This Agreement does not require the City to undertake immediate or separate plan updates. Pending incorporation, the City shall recognize the development entitlements and infrastructure parameters established herein, and completion of a plan update shall not be a prerequisite to an otherwise compliant development approval.

ii. Conceptual Locations and Subsequent Design. Except for property subject to a separate conveyance obligation expressly established by this Agreement, the locations, boundaries, configurations, and acreages of parks and open space depicted in the Master Community Plan are conceptual. Developer shall designate parks and open space and otherwise satisfy the applicable PUD park and open-space requirements as the Property is subdivided. Such designations may be adjusted until platting of the applicable phase. Their depiction in the Master Community Plan does not establish whether ownership will be public or private. Property to be conveyed to the City for parks, open space, or other public purposes pursuant to separately stated consideration shall remain governed by the specific terms applicable to that conveyance.

iii. The alignments of master planned roads may vary substantially from their graphical depiction, provided the roads retain the approved classifications, design volumes, levels of service, and service to the general areas identified in the Master Community Plan. Adjustments consistent with this paragraph shall be reviewed administratively and shall not require amendment to this Agreement or the Master Community Plan.

iv. Transportation Network and Vested Standards. The Master Community Plan identifies all required non-local roads serving the Property, including collectors and arterials, together with their design classifications, design volumes, and applicable levels of service. All other roads within the Property shall be local streets. The City agrees that the depicted non-local road network, constructed in accordance with the Master Community Plan and this Agreement, is sufficient to serve the development authorized herein. The City shall not require additional collectors or arterials, increased road classifications, or greater widths or rights-of-way than those established by the Master Community Plan and this Agreement.

Developer shall be vested in the applicable street design specifications, design-volume criteria, and level-of-service standards in effect or adopted on November 4, 2026, except as expressly modified by this Agreement or the Master Community Plan. Developer may elect to use subsequently adopted standards that are more favorable to Developer. If approved by the city engineer.

Developer may incorporate privately-maintained landscaped park strips, including median park strips, within road rights-of-way where they do not interfere with required turning lanes or crossings and preserve the applicable road's approved design volume and level of service. Their locations and configurations shall be determined through administrative review of the applicable improvement plans.

The City may agree to grant easements within publicly dedicated rights-of-way for private utilities and easements beneath public rights-of-way and streets for pedestrian or motorized passage. The City shall execute the instruments reasonably necessary to establish those rights in connection with approval of the applicable improvement plans. Locations and construction details shall be coordinated administratively to preserve required street operation, structural support, and utility function.

v. Traffic Generation and Administrative Capacity Verification. Residential traffic generation shall be calculated using the applicable residential land-use categories and trip-generation rates in the Institute of Transportation Engineers' Trip Generation Manual, most recent edition at the time of development ~~12th Edition,~~ except that Developer may elect to use lower applicable rates established by actual conditions or a subsequently published edition as provided herein. Daily trips shall mean the total one-way vehicle trips entering and leaving a development, counted in the aggregate, without doubling that total as a separate allowance for each direction.

~~No separate traffic impact study shall be required for development consistent with the Master Community Plan where the applicable trip-generation calculations demonstrate that the development, together with existing traffic and traffic attributable to approved but unbuilt development, will remain within the affected roads' approved design volumes.~~

Developer may demonstrate lower actual trip-generation rates through representative traffic counts and an analysis prepared by ~~its~~ a licensed traffic engineer licensed to do work in the State of Utah. ~~The demonstrated rates may be applied proportionately to additional development of comparable residential use types served by the affected road. Alternatively, Developer may elect to apply a lower trip-generation rate published in a subsequent edition of the Trip Generation Manual for the applicable residential use, without separately demonstrating a lower rate through traffic counts.~~

Either adjustment may be used to establish available capacity for a proposed subdivision or future phase, including where the 12th Edition assumptions would otherwise indicate that an affected road's design volume would be exceeded. Development may proceed up to one hundred percent of the road's approved design volume. Calculations shall account for other traffic using the road and approved but unbuilt development without allocating the same available capacity more than once.

City review shall be limited to administrative verification of the applicable use categories, supporting counts or published rates, methodology, and calculations. Application of a qualifying lower rate shall not require further discretionary approval, a separate traffic impact study, or amendment to this Agreement or the Master Community Plan. No adjustment under this paragraph increases an individual pod maximum or the project-wide residential dwelling-unit maximum. A new traffic study will be required if densities to the various pods increase.

vi. Pod 3 Access and Highway 91 Improvements. Developer voluntarily agrees to restrict direct access from the Property to Old Highway 91 north of the channel identified in the Master Community Plan, except for additional access provided under this paragraph. This restriction constitutes material consideration for the City's obligations concerning Pod 3 access.

The City acknowledges that Enoch Boulevard, constructed in the configuration and phases contemplated by the Master Community Plan and this Agreement, provides sufficient traffic capacity and level of service for the authorized development of Pod 3. If the City or the fire official having jurisdiction requires additional access for that development, the City shall timely secure and authorize a legally available route to Old Highway 91. The route may cross Developer's property or property administered by the Bureau of Land Management. If a BLM right-of-way is necessary, the City shall be responsible for applying for and obtaining the grant and associated authorizations. The City does not agree as part of this agreement to fund the additional access. The contemplated BLM route is located between the Property and Old Highway 91 in the northeast corner of the northwest quarter of Section 9, Township 35 South, Range 10 West, Salt Lake Base and Meridian.

If the BLM route is unavailable, or additional access is required before that route becomes available, the City shall timely authorize an alternative connection through the Property to Old Highway 91, including any necessary City-controlled access or spacing exception. Developer's voluntary access restriction shall not prohibit that connection.

Developer's obligation to construct additional Pod 3 access is limited to one connection constructed to the applicable local-street standards. That connection may be ~~emergency-only access if~~ approved by the fire official having jurisdiction. The City shall be responsible for required improvements exceeding those standards and for any further required access beyond that single additional connection. Developer shall not be required to construct across land for which the necessary rights and authorizations have not been secured and shall have a reasonable construction period after they become available. The City shall be given adequate notice when construction of road is needed.

The City shall perform its obligations sufficiently in advance of the affected development to avoid interruption of otherwise authorized development. Nothing herein dispenses with an applicable State Fire Code requirement; however, such a requirement shall not relieve the City of its obligations under this subsection.

The Master Community Plan contemplates one additional connection to Old Highway 91 between Pinnacle Way/Ravine Road and the channel. This provision does not establish a project-wide limit on connections farther south. Developer shall not be responsible for frontage improvements, widening, resurfacing, or acceleration or deceleration lanes along portions of Old Highway 91 abutting the

Property, including improvements associated with the connections authorized herein. Developer's connection obligation is limited to constructing its own road connections with Old Highway 91 that are shown on the Master Community Plan. This section shall not apply to roads identified in the Enoch City Transportation Master Plan.

vii. Sewer Routing and Recreational Water Supply. Developer shall, at its expense and consistent with its development schedule, design and construct the Project sewer infrastructure to direct flows to the existing sewer line at Enoch Boulevard and Pinnacle Way, reducing the capacity and improvements otherwise needed for City sewer infrastructure through Clark's Canyon and subsequent pumping up Enoch Road. Developer may connect portions of Pod 2 to the Clark's Canyon outfall line as slopes and grades require, with other routing exceptions as agreed upon by the parties. City shall incorporate this routing into its sewer master plan and infrastructure planning, including provisions for the Project's anticipated flows at buildout. Any expense associated with this section, shall be a separate agreement not associated with this development agreement.

The Parties anticipate that the Project will generate more than 400 acre-feet of wastewater annually at buildout. In consideration of the foregoing, the City agrees to reserve and make available to Developer 400 acre-feet of water annually for recreational uses within the Project, commencing as requested by Developer and agreed upon by Enoch City, consistent with its development schedule, but no earlier than two years after execution of this Agreement by both Parties. Developer may use or assign all or part of this allocation for such uses within the Project, including the irrigation of recreational amenities, storage basins, and other related infrastructure so as to reduce the City's required rate of flow to the Project. The City may provide treated effluent, secondary water, or another source meeting applicable water-quality requirements for the intended uses, including reasonably anticipated human contact; potable water is not required. This allocation is separate from and in addition to water supplied for uses on City-owned property conveyed under the Pidding Park provisions herein. The City shall deliver such water to Pidding Park at a minimum flow rate of 600 gallons per minute at Developer's service connection through a secondary water main and provide all easements necessary for Developer to convey such water from the Park to Developer's storage facilities, recreational uses, or other conveyance infrastructure. Developer shall bear any incremental material costs attributable to increasing the diameter of the water line serving the Park beyond twelve (12) inches, if required to provide the water service contemplated by this subsection.

viii. Storm Drainage Facilities and Impact-Fee Exemption. The Parties acknowledge an assumed historical predevelopment peak discharge rate of 0.37 cubic feet per second per acre for the Property. The Parties further acknowledge that the channel depicted in the Master Community Plan serves a regional drainage function, conveying runoff originating on public lands and other lands east of Interstate 15 beneath the freeway and through the Property. Runoff originating outside the development areas served by Developer's drainage facilities shall not be attributed to Developer merely because it passes through the Property or commingles with runoff from the Property in the channel.

As otherwise provided in this Agreement, Developer will dedicate or convey to the City a corridor of 100 feet, which is sufficient width to accommodate potential enlargement of the channel to convey the 500-year design event, should the City elect to undertake that enlargement. The corridor boundaries and conveyance terms shall be established under the applicable conveyance provisions of this Agreement. That dedication or conveyance does not obligate Developer to design, construct, fund, or maintain the enlargement or other regional improvements required to accommodate off-site runoff, except as expressly provided elsewhere in this Agreement. Any additional run off put into the existing ditch, the ditch will need to be upsized at the developers expense.

In recognition of Developer's drainage improvements, the reduction in peak discharge, and the land conveyed for drainage and storage facilities, the City agrees to the following storm drainage impact-fee exemptions:

~~(a) Retained Drainage. Development served by facilities that fully retain runoff for the 100-year, 24-hour storm shall be exempt from City storm drainage impact fees.~~

(b) Clark's Canyon Drainage. Development whose runoff is conveyed to Clark's Canyon through facilities provided by Developer for the conveyance and storage of all runoff required to be managed under the 100-year, 24-hour storm shall be exempt from City storm drainage impact fees.

(c) Retention with Supplemental Drainage. For purposes of impact-fee exemption under this subsection, retention facilities include facilities sized to retain the full runoff volume from the 100-year, 24-hour storm without reliance on discharge through an outlet, notwithstanding the inclusion of supplemental outlets, spillways, or overflow structures providing drainage redundancy, including controlled drawdown within forty-eight (48) hours after the storm event if sediment accumulation or other conditions impair infiltration. Such features shall not disqualify the facilities from treatment as retention facilities for impact-fee exemption purposes. Qualifying facilities may include unfenced basins exceeding three (3) feet in depth where integrated into the Property's recreational amenities or open space, if owned by the developer.

These exemptions apply to all qualifying development within the Property, whether the facilities serving that development are located within or outside the Property or City boundaries. They also apply to development on additional land owned by Developer or entities under common ownership, to the extent that development is served by qualifying facilities located on the Property or on the additional land. For such additional land, the exemption applies to storm drainage impact fees otherwise imposed by the City, including following annexation, without requiring an amendment to this Agreement.

The contributing service area shall consist of the acreage actually served by the qualifying facilities, as identified in the applicable drainage plans. The discharge calculation shall account for all outlets serving that area and shall include runoff from any additional development included in that service area. Unrelated upstream runoff passing through the channel shall be excluded from both the development discharge calculation and the acreage used to determine the permitted discharge. Commingling with that upstream runoff shall not defeat the exemption.

Developer shall not be required, as a condition of development approval or eligibility for an exemption under this paragraph, to retain, detain, or reduce unrelated upstream runoff or to correct existing deficiencies in the regional drainage system. This allocation does not authorize Developer to obstruct existing drainage or increase flooding through alterations made by Developer.

The City's election to enlarge the channel or provide additional regional storage shall not increase Developer's obligations or alter these exemptions. Separately stated consideration, credits, or reimbursement rights for land or improvements conveyed under this Agreement remain governed by their applicable provisions.

Developer shall demonstrate compliance through drainage plans and calculations prepared by its engineer using the applicable design storm requirements established under this Agreement. City review shall be administrative and limited to verification of compliance with this subsection. Each contributing service area shall become exempt upon construction and operation of its qualifying facilities, independently of completion of other project phases.

Qualifying facilities may be located on land owned by Developer or entities under common ownership or on other land for which the necessary rights have been secured. Later conveyance of qualifying facilities or associated land to the City, another public entity, an association, or another successor shall not terminate the exemption, provided the qualifying drainage function and necessary rights to serve the contributing area are preserved.

ix. City Acceptance of Drainage Basins. At Developer's election, the City shall accept ownership and maintenance of completed drainage basins constructed according to the City's standards effective on this date. The City shall not impose a subsequently adopted minimum contributing acreage, increased dwelling-unit threshold, or requirement for association ownership as a condition of acceptance.

b. Annexation Agreement. The Developer is hereby authorized to develop the Property in accordance with this Agreement and the Annexation Agreement, attached as Exhibit D, and Enoch City standards. The City agrees it has previously and carefully reviewed the Annexation Agreement and has simultaneously approved the Annexation Agreement with the execution of this Agreement. The Parties agree the Developer may rely upon and proceed to develop all or any portion of the Property in conformity with this Agreement and the Annexation Agreement and the rights vested thereby. All preliminary or final plats presented in harmony with the Annexation Agreement, this Agreement, or the Master Community Plan will be honored and approved, accordingly.

c. Zoning and Land Use. Pursuant to Utah Code §§10-20-603 and 10-20-508, the City approves the zoning designations and land uses shown in the Master Community Plan attached as Exhibit C, subject to the provisions of this Agreement. The City shall assign those zoning designations upon annexation. Upon the effectiveness of the annexation and the corresponding zoning and Master Community Plan approvals, Developer shall have the vested right to develop the Property under those approvals and this Agreement, including the approved uses, densities, and development standards, subject to applicable state law.

i. PUD Development Standards. The Property may be developed using the planned unit development standards of Enoch City Code Chapter 12.1200 in effect on the Effective Date, as expressly modified by this Agreement and the Master Community Plan. Development shall remain subject to the density and dwelling-unit limits established under Section 2(a), applicable building and fire codes, and the other requirements of this Agreement. Subsequent plats and site plans shall establish the particular lot configurations and building setbacks consistent with those standards.

ii. Pod 3 Use Limitation. No more than fifty percent (50%) of the total gross acreage of Pod 3, as identified in Exhibit C, may be devoted to uses allowed in the MR-2 zone that are not otherwise allowed in the R-1-11 zone, determined under the use regulations in effect on the Effective Date. This limitation applies to the type of use, independently of lot area, lot width, setbacks, or other dimensional standards. A use otherwise allowed in R-1-11 shall not count toward this limitation solely because it is developed under PUD or other expressly approved dimensional standards. The acreage counted toward this limitation shall include the lots or development sites devoted to the additional uses and their exclusively associated access, parking, landscaping, and common areas. Areas serving both categories of uses shall be allocated proportionately under an acreage calculation shown on the applicable plat or site plan. Compliance shall be measured cumulatively across Pod 3, rather than separately for each phase.

iii. Development of the Property. Except for areas expressly reserved for other purposes under this Agreement, the City acknowledges that the Property is eligible for development for the uses and densities provided herein, subject to compliance with this Agreement and the ordinances and engineering standards

applicable under its vesting provisions, including applicable roadway grades and geotechnical investigation and mitigation requirements. General Plan policies shall not independently establish additional development restrictions or require reductions in the uses, densities, or developable area authorized by this Agreement.

iv. Grading and Incidental Development Activities. The City acknowledges that grading, excavation, blasting, and the import, export, crushing, screening, stockpiling, and transportation of earth, rock, and other construction materials incidental to development are permitted under existing City standards and practices and shall continue to be permitted on the Property notwithstanding subsequent changes in City policy or ordinance, subject to current applicable approval procedures, including Fire Marshal approval for blasting. Such activities may include Developer's use of excavated materials on or off the Property or sale of excess materials to third parties, without such use or sale alone constituting a separate mining, quarrying, or commercial extraction use.

v. Subsequent Changes. Developer or the applicable Owner may request amendments to the approved uses, zoning, or development standards for any portion of the Property. A request, its denial, or an approved amendment shall not impair rights applicable to other portions of the Property or other rights under this Agreement, except as expressly provided in an amendment approved by the affected parties. Later changes to City land use regulations shall not impair the development rights vested under this Agreement.

d. Maintenance of Existing Zoning, Use and Rights Pending Development. The Property or any portion thereof, which may be used for agricultural or grazing purposes or be subject to greenbelt regulation, under the County, shall be allowed to continue with such status after annexation. The City further agrees the Property will retain such status until each applicable portion of the Property is developed under its specified zoning. Developer shall retain all rights to the property regarding surface and groundwater rights, on-site and upstream storm water retention and detention, recharge and recovery, historical runoff, and the right to submit applications or otherwise benefit from the management of water or the watershed on the Property. Developer shall not be responsible for infrastructure costs related to the City's alteration of historical drainage.

e. Water Conservation. As a material inducement to City's execution of this Agreement, Developer agrees to cause no fewer than eighty percent (80%) of the residential units developed on the Property to be subject, at the time of development, to rate-enforced, multi-family, or other water conservation restrictions that, as contemplated on the Effective Date, provide for primarily indoor residential water consumption.

f. Culinary Well and Water Consideration. As a material inducement to the City's execution of this Agreement, Developer agrees to cause to be transferred, and City agrees to accept, the right to use, divert from, and access the well referenced as WIN #6421 (the "Well"), the real estate whereupon the Well is situated described in the attached Exhibit F as the "Well Parcel", and irrigation water rights 73-2771 (1.5 acre-feet), 73-3750 (67 acre-feet), and 73-3751 (0.5 acre-feet), in exchange for and subject to City's guarantee of 175 acre-feet of agricultural water equivalent development credit for the Well and associated real estate and 69 acre-feet of such credit for the water rights, in lieu of the required

transfer of water rights pursuant to Enoch City Ordinance §12-2500-2503 Part 13, without additional water acquisition fees or cash supplements attributable to those credits. Issuance of credit for the water rights is contingent upon conveyance of title to City, approval of the applicable change application, and acceptance of the applicable report of conveyance by the Utah Division of Water Rights. City shall cooperate in the necessary applications and documents, and these steps may occur after execution of this Agreement. If any portion cannot be conveyed or approved, City shall accept and credit the qualifying portions on an acre-foot-for-acre-foot basis, without reducing the separate credit for the Well. This transfer shall allow Developer to maintain a water line easement as described in Exhibit E until Developer vacates such easement to City. City shall not require Developer to enter into a statutory groundwater source protection land use agreement relating to the Well with any terms other than those required by law, which agreement may, at Developer's option, be terminated if no longer required by law. Should City relocate, upgrade, or no longer use the Well, Developer may retrieve the controls, Rocky Mountain Power transformer, variable frequency drive, pump, motor, and other electrical components.

g. Real Property Consideration. As a material inducement to the City's execution of this Agreement, the Developer agrees to cause to be transferred, and the City agrees to accept, the parcels of real estate and easements described in the attached Exhibit F, and City agrees to transfer, and the Developer agrees to accept, as partial consideration for the aforementioned transfers, the parcels described in Exhibit F.

i. Pidding Park. Among the parcels described in Exhibit F, the parcel designated as Pidding Park ("Park") shall be governed by this subsection. The Park shall be named in honor of John Pidding Jones. Developer shall convey the Park to City for recreational purposes, conveying not less than twenty percent (20%) of its gross area by each successive anniversary of the Effective Date until fully conveyed, with accelerated conveyance permitted at Developer's discretion. Developer shall select each portion's boundaries after consultation with City and an opportunity for City to identify the portion best suited to its improvement plans. Before conveyance, City may enter any and all of the Park for grading, import or export of material, and infrastructure construction, subject to coordination with Developer and preservation of Developer's access and drainage rights; recreational use of any portion may commence only after that portion is conveyed. Each conveyance shall provide that, if City ceases to use or maintain the conveyed property for recreational purposes, title shall revert to the grantor.

   The portion of the Property east of the Park and south of the drainage channel shall retain the right to drain onto the Park. If City has not constructed the necessary drainage improvements when required for development, Developer may construct them at its expense in suitable locations designated by City or, absent timely designation, at the east corner of the Park or as otherwise selected by Developer.

   City shall complete construction of its half of Enoch Boulevard and Village Green Road adjoining the Park, including standard frontage improvements (e.g., curb,

gutter, sidewalk, asphalt extensions), within five (5) and eight (8) years, respectively, after the Effective Date, and shall complete two full-sized soccer fields within five (5) years after the Effective Date. City shall complete the secondary water main referenced in Section 2(a)(vii), extending to a connection point designated by City within the Park, within two (2) years after the Effective Date, and shall grant Developer an easement through the Park to extend the line to Developer's other property, including rights of construction, operation, maintenance, repair, and replacement. Developer's access, construction, and public and private utility easement rights within the Enoch Boulevard and Village Green Road corridors shall be preserved notwithstanding conveyance. The conveyance schedule and each City improvement deadline operate independently.

ii. Drainage Channel Conveyance. Developer shall convey to City fee title to a one-hundred-foot-wide corridor encompassing the drainage channel described in Exhibit F. City acknowledges that the corridor is sufficient for its anticipated drainage purposes; Developer makes no representation that the entire width is necessary for those purposes. For purposes of calculating building and construction setbacks on adjoining portions of the Property, the conveyed corridor shall be treated as remaining part of the adjoining development parcels, and its conveyance shall create no additional setback requirement. Improvements may accordingly extend to the corridor boundary where the otherwise applicable setback is satisfied within the corridor.

   Each conveyance shall reserve to Developer perpetual easement rights to construct, install, use, operate, maintain, repair, replace, enlarge, and modify crossings of the corridor for roads, access, utilities, drainage, pedestrian facilities, and other improvements serving the Property. Developer's financial responsibility for such crossings shall not exceed the cost of crossing the channel accommodating the design discharge capacity of the existing Interstate 15 culvert serving the channel. City shall bear all incremental costs attributable to any greater channel width, crossing span, or hydraulic capacity required by City, including resulting modifications to crossings. Developer shall not be required to widen or enlarge the channel or fund such additional improvements.

iii. Timing of Conveyances. Unless otherwise expressly provided in this Agreement, including the phased conveyance of park property, the parties shall complete all real property conveyances required under this Agreement within 180 days after its execution. If a conveyance requires a lot line adjustment, subdivision approval, or other prerequisite action, failure to complete the conveyance within that period shall not, by itself, constitute a breach, provided the parties diligently pursue completion of the required actions and conveyance. The parties acknowledge that water rights conveyances may require additional time for change applications, title resolution, or other prerequisite actions. Delays attributable to those processes shall not constitute a material breach, provided the responsible party diligently pursues completion, but shall defer issuance of the corresponding development credits until the applicable requirements for issuance are satisfied. No extension under this subsection excuses completion of the underlying conveyance obligation.

h. Development, Conditions, and Agreement. The Developer is hereby authorized to develop the Property in harmony with the approved Annexation Agreement, the approved Master Community Plan, and this approved Agreement. The Developer shall, at its own expense, construct and install all utilities and capital improvements within the Property boundaries. The Parties recognize the City utilities have been or shall be installed to the Property boundary. The City agrees to maintain, at the City's expense, all utilities and infrastructure outside the Property boundaries sufficient to properly manage and ensure the continued and appropriate delivery of City services to the Property, including all utilities, roads, main access and arterial streets, intersections, and other City services, including any necessary upsizing or other related amenities. Developer is not required to extend utilities beyond the Property.

i. Minimal Legislative Approvals Necessary. The Developer intends to develop the Property in stages or phases in harmony with the approvals given, including the Annexation Agreement, the Development Agreement, and the Master Community Plan and Enoch City standards. The Parties agree that, to the greatest extent permitted by state law and especially by UCA §10-20-508(2)(b), this Agreement requires the implementation of existing land use regulations as administrative acts, and the City may only require Developer to obtain approval of the City's legislative body as required by state law. When legislative approvals are required, the City's legislative body shall consider the market forces that dictate the feasibility of the implementation of the Master Community Plan and the possibility that amendments may be required to render such implementation feasible. All administrative approvals shall be granted so long as the Developer develops the Property pursuant to and in harmony with these documents.

j. Binding upon the Parties. This Annexation Agreement, the Master Community Plan, and the Development Agreement are and shall continue to be binding up on the parties, including upon any subsequent developer, investor, builder, or other party who desires to commence development of the annexed property.

k. Amendment of Agreement. The Annexation Agreement, the Master Community Plan, and the Development Agreement, along with any of the terms and conditions thereof, may only be amended in writing, and only if such amendments continue in harmony with these documents, and are not otherwise contrary to the terms and conditions of the Enoch City Ordinances.

l. Right to Withdraw. Developer retains the right to withdraw this Agreement and the Annexation Agreement relating to this Property, at any time and for any reason, prior to the approval and execution of this Agreement and the Annexation Agreement.

3. GENERAL PROVISIONS

a. Cooperation. In the event the Annexation of the Property is denied or voided by the City or any court, the City and Developer shall cooperate to cure the legal defect(s) to accomplish the annexation of the Property. However, nothing in this Agreement shall preclude Developer from exercising its statutory right to withdraw its signature in accordance with UCA §10-2-806(7).

b. Entire Agreement; Amendment. This Agreement, the attached Exhibits, and the incorporated documents constitute the sole and entire agreement of the Parties regarding

annexation of the Property and is binding upon the Parties, their successors, legal representatives and assigns. Except as stated herein, there shall be no modification of this Agreement except in writing, executed with the same formalities as this instrument.

c. Forum and Venue. The provisions of this Agreement shall be governed by and construed in accordance with the laws of the state of Utah with Venue in Iron County, Utah.

d. Time. Time is the essence hereof.

e. Survival. All agreements, covenants, representations and warranties contained herein shall survive the execution of this Agreement, and the Annexation of the Property, and shall continue in full force and effect.

f. Waiver. No failure by any party to insist upon the strict performance of any covenant, duty, agreement or condition of this Agreement constitutes a waiver of any such breach or of such or any other covenant, agreement, term or condition.

g. Severability. In the event that any condition, covenant or other provision hereof is held to be invalid or void, or deemed invalid due to its scope or breadth, the same shall be deemed severable from the remainder of this Agreement and/or deemed valid to the extent of the scope or breadth permitted by law.

h. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

i. Attorney Fees. In the event any dispute arises between the parties under this Agreement, the party prevailing in such dispute shall be entitled to collect from the other party all costs incurred in such dispute, including reasonable attorneys' fees.

j. Breach. In the event either party breaches this Agreement before annexation, the non-breaching party may elect to terminate the Agreement and stop the annexation of the Property.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates below written to be effective as of the last date of signature.

Enoch City, a Utah municipality

By: Jim Rushton (Date)
City Mayor

Velocity Development, LLC, a Utah limited liablity company

By: Spencer Jones (Date)
Its: Managing Member

Pidding LLC, a Utah limited liability company

North Spring Ranch, LLC, a Utah limited

liability company

By: Spencer Jones (Date)
Its: Managing Member

By: Spencer Jones (Date)
Its: Managing Member

ATTEST:

City Clerk (Date)

Exhibit A: Legal Description

PARCEL #1:
BEGINNING AT THE EAST QUARTER CORNER OF SECTION 8, TOWNSHIP 35 SOUTH, RANGE 10 WEST, SLB&M; THENCE S.89°51'45"W. ALONG THE EAST-WEST QUARTER SECTION LINE 1329.04 FEET TO THE CENTER EAST 1/16 CORNER OF SAID SECTION 8, THENCE S.12°43'16"W. 10.32 FEET TO THE MUNICIPAL BOUNDARY LINE OF ENOCH CITY CORP., THENCE ALONG SAID MUNICIPAL BOUNDARY LINE THE FOLLOWING FIVE (5) COURSES: (1) S.89°52'05"W. 1951.97 FEET, (2) N.0°07'55"W. 1329.36 FEET TO THE SOUTH LINE OF THE NE1/4NW1/4 OF SAID SECTION 8, (3) S89°48'50"W. ALONG SAID 1/16 LINE 2032.17 FEET TO THE NORTH 1/16 CORNER COMMON TO SECTION 7 & 8, TOWNSHIP 35 SOUTH, RANGE 10 WEST, SBL&M, (4) N.0°03'39"W. ALONG THE SECTION LINE 1317.23 FEET TO THE NORTHWEST CORNER OF SAID SECTION 8, AND (5) N.0°36'25"E. ALONG THE SECTION LINE 1339.47 FEET TO THE SOUTH 1/16 CORNER COMMON TO SECTIONS 5 & 6, TOWNSHIP 35 SOUTH, RANGE 10 WEST, SBL&M, THENCE N.0°36'25"E. ALONG THE SECTION LINE 1339.47 FEET TO THE WEST QUARTER CORER OF SAID SECTION 5, THENCE S.89°52'23"E. ALONG THE EAST-WEST QUARTER SECTION LINE 1320.51 FEET TO THE CENTER WEST 1/16 CORNER OF SAID SECTION 5, THENCE S.0°24'54"W. ALONG THE EAST LINE OF THE NW1/4SW1/4 OF SAID SECTION 5 1335.18 FEET TO THE SOUTHWEST 1/16 CORNER OF SAID SECTION 5, THENCE N.89°56'33"E. ALONG THE SOUTH LINE OF THE NE1/4SW1/4 OF SAID SECTION 8 1325.03 FEET TO THE CENTER SOUTH 1/16 CORNER OF SAID SECTION 5, THENCE S.0°13'19"W. ALONG THE NORTH-SOUTH QUARTER SECTION LINE 1330.90 FEET TO THE SOUTH QUARTER CORNER OF SAID SECTION 5, THENCE N.89°38'51"E. ALONG THE SECTION LINE 1331.61 FEET TO THE EAST 1/16 CORNER COMMON TO SECTIONS 5 & 8, TOWNSHIP 35 SOUTH, RANGE 10 WEST, SBL&M, THENCE N.0°10'26"E. ALONG THE WEST LINE OF THE SE1/4SE1/4 OF SAID SECTION 5 1325.33 FEET TO THE SOUTHEAST 1/16 CORNER OF SAID SECTION 5, THENCE N.89°53'13"E. ALONG THE NORTH LINE OF THE SE1/4SE1/4 OF SAID SECTION 5 1330.46 FEET TO THE SOUTH 1/16 CORNER COMMON TO SECTIONS 4 & 5, TOWNSHIP 35 SOUTH, RANGE 10 WEST, SBL&M, THENCE N.0°07'31"E. ALONG THE SECTION LINE 1319.76 FEET TO THE WEST QUARTER CORNER OF SAID SECTION 4, THENCE N.89°57'37"E. ALONG THE EAST-WEST QUARTER SECTION LINE 2653.31 CENTER QUARTER CORNER OF SAID SECTION 4, THENCE S.0°06'40"W. ALONG THE NORTH-SOUTH QUARTER SECTION LINE 1324.01 FEET TO THE CENTER SOUTH 1/16 CORNER OF SAID SECTION 4, THENCE S.0°06'24"W. ALONG THE NORTH-SOUTH QUARTER SECTION LINE 1323.84 FEET TO THE SOUTH QUARTER CORNER OF SAID SECTION 4, THENCE N.89°51'25"W. ALONG THE SECTION LINE 1327.06 FEET TO THE WEST 1/16 CORNER COMMON TO SECTION 4 & 9, TOWNSHIP 35 SOUTH, RANGE 10 WEST, SBL&M, THENCE S.0°02'51"W. ALONG THE EAST LINE OF THE W1/2NW1/4 OF SAID SECTION 9 915.93 FEET TO AN ANGLE POINT, THENCE S.0°02'40"W. ALONG SAID 1/16 LINE 1736.53 FEET TO THE CENTER WEST 1/16 CORNER OF SAID SECTION 9, THENCE N.89°44'46"W. ALONG THE EAST-WEST QUARTER SECTION LINE 1327.26 FEET TO THE POINT OF BEGINNING. CONTAINS 665.64 ACRES OF LAND.

PARCEL #2:
BEGINNING AT THE SOUTHWEST CORNER OF SECTION 8, TOWNSHIP 35 SOUTH, RANGE 10 WEST, SBL&M; THENCE ALONG THE MUNICIPAL BOUNDARY LINE OF ENOCH CITY CORP. THE FOLLOWING THREE (3) COURSES: (1) N.0°04'08"W. ALONG THE SECTION LINE 11.53 FEET TO THE NORTHWESTERLY RIGHT-OF-WAY LINE OF OLD HIGHWAY 91, (2) N.56°41'26"E. ALONG SAID RIGHT-OF-WAY LINE 449.02 FEET, AND (3) N.56°40'34"E. ALONG SAID RIGHT-OF-WAY LINE 1140.51 FEET TO THE EAST LINE OF THE SW1/4SW1/4 OF SAID SECTION 8, THENCE S.0°03'47"E. ALONG SAID 1/16 LINE 506.05 FEET TO THE NORTHWESTERLY RIGHT-OF-WAY LINE OF INTERSTATE 15 AND A POINT OF CURVE, THENCE ALONG THE ARC OF A CURVE TO THE LEFT WITH A RADIUS OF 57395.78 FEET A DISTANCE OF 598.55 FEET (THE CHORD OF SAID CURVE BEARS S.50°23'18"W. 598.55 FEET) TO THE SOUTH LINE OF SAID SECTION 8 AND THE MUNICIPAL BOUNDARY LINE OF ENOCH CITY CORP., THENCE N.89°48'08"W. ALONG SAID SECTION LINE 867.67 FEET TO THE POINT OF BEGINNING.

CONTAINS 11.70 ACRES OF LAND

Exhibit B: Annexation Map

Enclosed

Exhibit C: Master Community Plan

Enclosed

Exhibit D: Annexation Agreement

Enclosed

Exhibit E: Water Line Easement

A 20-FOOT WATER LINE EASEMENT, 10-FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT A POINT LOCATED N.0°04'06”W. ALONG THE SECTION LINE 2193.57 FEET AND N.89°55'54”E. 1243.56 FEET FROM THE SOUTHWEST CORNER OF SECTION 8, TOWNSHIP 35 SOUTH, RANGE 10 WEST, SLB&M THENCE, N.42°31'51"W. 28.85 FEET, THENCE N.42°13'10"W. 27.90 FEET, THENCE N.41°51'54"W 27.83 FEET, THENCE N.03°46'51”E. 21.06 FEET, THENCE N.04°13'26" E 41.04 FEET, N.04°02'19"E. 62.36 FEET, THENCE N.04°25'39"E. 29.51 FEET, THENCE N.00°02'51"W. 7.23 FEET, THENCE N.32°25'52"E. 25.95 FEET, THENCE N.48°42'11"E 19.28 FEET, THENCE N.49° 07'34"E 46.95 FEET, THENCE N.48°05'35"E 46.51 FEET, THENCE N.46°56'52"E 43.69 FEET, THENCE N.48°00'06"E. 18.49 FEET, THENCE N.47°03'54"E 28.36 FEET, THENCE N.48°10'14"E. 24.36 FEET, THENCE N.08°42'44"E 5.90 FEET, THENCE N.10°57'13"E 23.65 FEET, THENCE N.06°02'04"E. 13.25 FEET, THENCE N.08°58'49"E. 36.46 FEET, THENCE N.03°48'08"E. 28.61 FEET, THENCE N.88°59'35"E. 45.98 FEET, THENCE N.83°48'06" E. 103.93 FEET, THENCE N.89°06'05"E. 56.62 FEET, THENCE S.88°46'14" E. 74.52 FEET, THENCE S.89°23'05"E 37.90 FEET, THENCE S.88°30'08"E 35.85 FEET, THENCE N.43°11'52" E. 40.88 FEET, THENCE N.47°08'03"E. 19.82 FEET TO THE POINT OF ENDING.

Exhibit F: Real Property

Properties to be caused to be transferred by Developer to City

Parcel Number: A-0840-0013-0001
Legal Description: BEG AT PT N00*01'45"W ALG SEC LN 329.31 FT & N89*56'35"W 926.82 FT FR E1/4 COR SEC 7,T35S,R10W, SLM; SD PT BE NW COR RIDGE SUBD, PH 9; S20*56'40"W 61.82 FT; N60*43'20"W 23.34 FT TO PC CURV TO LEFT, CURV DATA: DELTA=54°04'45", RADIUS=150.00', CHORD BEAR=N87*45'43"W 136.38' ALG ARC SD CURV 141.58 FT; DEPART SD CURV N60*43'20"W 84.33 FT; S89*56'35"E 252.30 FT TO POB; SUBJ TO 15.00' PUBLIC UTIL EASE DESC REC BK 1317/476.
Comments: Includes deed restriction that the property is not to be used for a public street or purposes other than drainage. Reverts to Grantor if City no longer uses for drainage.

Parcel Number: A-0840-0013-00RD
Legal Description: BEG AT PT N00*01'45"W ALG SEC LN 329.31 FT & N89*56'35"W 926.82 FT & S20*56'40"W 61.82 FT FR E1/4 COR SEC 7,T35S,R10W, SLM; SD PT BE ON W'LY LN RIDGE SUBD, PH 9; S20*56'40"W 62.66 FT; N60*43'20"W 25.72 FT TO PC OF CURV TO LEFT, CURV DATA: DELTA=87*22'13", RADIUS=100', CHORD BEAR=S75*35'33"W 138.14'; ALG ARC SD CURV 152.49 FT; DEPART SD CURV N65*16'12"W 56.52 FT TO PT ON ON-TANG CURV TO RT; NE CURV DATA: DELTA=94°32'51", RADIUS=150.00', CHORD BEAR=N72*00'14"E 220.38' ALG ARC SD CURV 247.52 FT TO PT; S60*43'20"E 23.34 FT TO POB; SUBJ TO & TOG W/ 20.00 FT ACCESS EASE DESC REC BK 1317/474.

Parcel Number: A-0917-0126-0000
Legal Description: LOT 126, THE RIDGE SUBDIVISION, PHASE 11B.
Comments: Includes deed restriction that the property is not to be used for a public street or purposes other than drainage. Reverts to Grantor if City no longer uses for drainage.

100’ Channel
Parcel Number: Portions of A-0973-0008-0000, D-0197-0002-0000, and D-0162-0163-0196
Legal Description: BEGINNING N.0°03'39"W. ALONG THE SECTION LINE 1181.20 FEET FROM THE WEST QUARTER CORNER OF SECTION 8, TOWNSHIP 35 SOUTH, RANGE 10 WEST, SLB&M; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT WITH A RADIUS OF 250.00 FEET A DISTANCE OF 228.83 FEET (THE CHORD OF SAID CURVE BEARS S.57°46'16"E. 220.92 FEET), THENCE S.31°32'58"E. 55.13 FEET TO A POINT OF CURVE, THENCE ALONG THE ARC OF A CURVE TO THE LEFT WITH A RADIUS 50.00 FEET A DISTANCE OF 76.35 FEET (THE CHORD OF SAID CURVE BEARS S.75°17'47"E. 69.15 FEET), THENCE N.60°57'24"E. 114.31 FEET TO A POINT OF CURVE, THENCE ALONG THE ARC OF A CURVE TO THE RIGHT WITH A RADIUS OF 150.00 FEET A DISTANCE OF 166.02 FEET (THE CHORD OF SAID CURVE BEARS S.87°20'12"E. 157.67 FEET), THENCE S.55°37'49"E. 363.85 FEET TO A POINT OF CURVE, THENCE ALONG THE ARC OF A CURVE TO THE LEFT WITH A RADIUS OF 100.00 FEET A DISTANCE OF 157.68 FEET (THE CHORD OF SAID CURVE BEARS N.79°11'50"E. 141.85 FEET) TO A POINT OF REVERSE CURVE, THENCE ALONG THE ARC OF A CURVE TO THE RIGHT WITH A RADIUS OF 250.00 FEET A DISTANCE OF 145.76 FEET (THE CHORD OF SAID CURVE BEARS N.50°43'39"E. 143.70 FEET), THENCE N.67°25'50"E. 463.43 FEET TO A

POINT OF CURVE, THENCE ALONG THE ARC OF A CURVE TO THE RIGHT WITH A RADIUS OF 1050.00 FEET A DISTANCE OF 528.67 FEET (THE CHORD OF SAID CURVE BEARS N.81°51'17"E. 523.11 FEET), THENCE S.83°43'17"E. 2733.35 FEET TO A POINT OF CURVE, THENCE ALONG THE ARC OF A CURVE TO THE RIGHT WITH A RADIUS OF 550.00 FEET A DISTANCE OF 328.69 FEET (THE CHORD OF SAID CURVE BEARS S.66°36'02'E. 323.82 FEET), THENCE S.49°28'48"E. 78.38 FEET TO THE NORTHWESTERLY RIGHT-OF-WAY LINE OF OLD HIGHWAY 91, THENCE S.56°41'30"W. ALONG SAID RIGHT-OF-WAY LINE 104.12 FEET, THENCE N.49°28'48"W. 49.38 FEET TO A POINT OF CURVE, THENCE ALONG THE ARC OF A CURVE TO THE LEFT WITH A RADIUS OF 450.00 FEET A DISTANCE OF 268.93 FEET (THE CHORD OF SAID CURVE BEARS N.66°36'02"W. 264.95 FEET) THENCE N.83°43'17"W. 2733.35 FEET TO A POINT OF CURVE, THENCE ALONG THE ARC OF A CURVE TO THE LEFT WITH A RADIUS OF 950.00 FEET A DISTANCE OF 478.32 FEET (THE CHORD OF SAID CURVE BEARS S.81°51'17"W. 473.29 FEET), THENCE S.67°25'50"W. 463.43 FEET TO A POINT OF CURVE, THENCE ALONG THE ARC OF A CURVE TO THE LEFT WITH A RADIUS OF 150.00 FEET A DISTANCE OF 87.46 (THE CHORD OF SAID CURVE BEARS S.50°43'39"W. 86.22 FEET) TO A POINT OF REVERSE CURVE, THENCE ALONG THE ARC OF A CURVE TO THE RIGHT WITH A RADIUS OF 200.00 FEET A DISTANCE OF 315.36 FEET (THE CHORD OF SAID CURVE BEARS S.79°11'50"W. 283.69 FEET), THENCE N.55°37'49"W. 363.85 FEET TO A POINT OF CURVE, THENCE ALONG THE ARC OF A CURVE TO THE LEFT WITH A RADIUS OF 50.00 FEET A DISTANCE OF 55.34 FEET (THE CHORD OF SAID CURVE BEARS N.87°20'12"W. 52.56 FEET), THENCE S.60°57'24"W. 114.31 FEET TO A POINT OF CURVE, THENCE ALONG THE ARC OF A CURVE TO THE RIGHT WITH A RADIUS OF 150.00 FEET A DISTANCE OF 229.06 FEET (THE CHORD OF SAID CURVE BEARS N.75°17'47"W. 207.44 FEET), THENCE N.31°32'58"W. 55.13 FEET TO A POINT OF CURVE, THENCE ALONG THE ARC OF A CURVE TO THE LEFT WITH A RADIUS OF 150.00 FEET A DISTANCE OF 126.62 FEET (THE CHORD OF SAID CURVE BEARS N.55°43'53"W. 122.89 FEET) TO THE WEST LINE OF SAID SECTION 8, THENCE N.0°03'39"W. ALONG SAID SECTION LINE 100.95 FEET TO THE POINT OF BEGINNING.
Comments: Developer reserves perpetual easement rights to construct, install, use, operate, maintain, repair, replace, enlarge, and modify crossings of the corridor for roads, access, utilities, drainage, pedestrian facilities, and other improvements serving the Property.

Pidding Park
Parcel Number: Portions of A-0973-0008-0000, D-0197-0002-0000, and D-0162-0163-0196
Legal Description: BEGINNING S.89°48'08"E. ALONG THE SECTION LINE 1452.69 FEET AND N.0°00'00"E. 2679.85 FEET FROM THE SOUTHWEST CORNER OF SECTION 8, TOWNSHIP 35 SOUTH, RANGE 10 WEST, SLB&M; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT WITH THE RADIUS OF 1381.16 FEET A DISTANCE OF 326.96 FEET (THE CHORD OF SAID CURVE BEARS N.28°29'32"E. 326.20 FEET), THENCE N.35°16'26"E. 696.53 FEET TO A POINT OF CURVE, THENCE ALONG THE ARC OF A CURVE TO THE RIGHT WITH A RADIUS OF 1100.00 FEET A DISTANCE OF 267.80 FEET (THE CHORD OF SAID CURVE BEARS N.42°14'54"E. 267.14 FEET), THENCE S.83°43'17"E. 2184.29 FEET TO A POINT OF CURVE, THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT WITH A RADIUS OF 500.00 FEET A DISTANCE OF 91.84 FEET (THE CHORD OF SAID CURVE BEARS S.1°29'55"E. 91.71 FEET), THENCE S.83°14'22"W. 114.63 FEET TO A POINT OF CURVE, THENCE ALONG THE ARC OF A CURVE TO THE LEFT WITH A RADIUS OF 500.00 FEET A DISTANCE OF

128.62 FEET (THE CHORD OF SAID CURVE BEARS S.75°52'12"W. 128.27 FEET), THENCE S.68°30'01"W. 835.28 FEET TO A POINT OF CURVE, THENCE ALONG THE ARC OF A CURVE TO THE LEFT WITH A RADIUS OF 300.00 FEET A DISTANCE OF 359.25 FEET (THE CHORD OF SAID CURVE BEARS S.34°11'40"W. 338.16 FEET), THENCE S.0°06'40"E. 132.40 FEET, THENCE S.89°54'29"W. 1200.46 FEET TO A POINT OF CURVE, THENCE ALONG THE ARC OF A CURVE TO THE RIGHT WITH A RADIUS OF 1000.00 FEET A DISTANCE OF 158.43 FEET (THE CHORD OF SAID CURVE BEARS N.85°33'12"W. 158.26 FEET), THENCE N.81°00'53"W. 115.41 FEET TO A POINT OF CURVE, THENCE ALONG THE ARC OF A CURVE TO THE LEFT WITH A RADIUS OF 1000.00 FEET A DISTANCE OF 158.43 FEET (THE CHORD OF SAID CURVE BEARS N.85°33'12"W. 158.26 FEET), THENCE S.89°54'29"W. 75.84 FEET TO THE POINT OF BEGINNING.
Comments: Subject to conditions of this Agreement

Well parcel ***Legal Description Pending***

Properties to be transferred by City to Developer

Parcel Number: A-0741-0004-0000 excluding area south of road easement
Legal Description: BEG S0*03'11"W 1427.13 FT & N71*30'37"W533.46 FT; N49*22'20"W 203.23 FT FR NE COR NW1/4NE1/4 SEC 7,T35S,R10W, SLM; N49*22'20"W 114.42 FT; N77*53'50"W 187.46 FTTO E R/W 66 FT RD; N26*26'06"E ALG SD R/W 197.53 FT; N14*14'55"E 439.07 FT; S89*45'43"E 75.13 FT TO ENOCH TOWN LIMIT LN; S 715.95 FT M/L TO POB; TOG W/ FOLLOW RD R/W DESC REC BK 754/163. SUBJ TO EASE DESC REC BK 1456/1307. SUBJ TO EASE DESC REC BK 1555/845.

Parcel Number: A-0935-0004-0000
Legal Description: BEG S0*03'11"W 412.41 FT FR NE COR NW1/4NE1/4NE1/4 SEC 7,T35S,R10W, SLM; S0*03'11"W DIST OF 1014.72 FT; N71*30'37"W 533.46 FT; N49*22'20"W 203.23 FT; N 715.95 FT M/L TO N BNDRY; S89*45'43"E 660.11 FTM/L TO POB. WAS D-173-4. SUBJ TO EASE DESC REC BK 1456/1307. SUBJ TO EASE DESC REC BK 1555/845.

ENOCH CITY COUNCIL AGENDA MEMO

SUBJECT: Zoning Text Amendment: Permit Internal and Detached Accessory Dwelling Units in the R-1-11 Zone
FOR CONSIDERATION ON: November 4th, 2026

PETITIONER: Enoch City Staff

ACTION REQUESTED BY PETITIONER: Approval of a zoning text amendment to permit internal and detached accessory dwelling units in the R-1-11 zone.

REVIEW TYPE: Legislative

BACKGROUND INFORMATION:
This memo presents a proposed amendment to Enoch City Code Section 12.500.1502 to allow two additional residential uses in the R-1-11 zone: a single-family dwelling with an Internal Accessory Dwelling Unit (IADU) and a single-family dwelling with a detached Accessory Dwelling Unit (ADU). The proposed amendment is intended to bring the City's zoning regulations into alignment with applicable Utah state law.

Internal Accessory Dwelling Units (IADUs)
Utah Code 10-21-303 establishes requirements for internal accessory dwelling units in areas zoned primarily for residential use. Under this section, an internal accessory dwelling unit is generally a permitted use, and cities are restricted from imposing certain zoning requirements that would prevent or unduly limit its creation or use. State law provides specific exceptions under which a municipality may regulate or prohibit an IADU, including certain circumstances involving lot size, parking, building and fire safety.

Enoch City Code currently defines an Internal Accessory Dwelling Unit as: *Accessory Dwelling Unit, Internal (IADU) means a single dwelling unit created: within a primary dwelling; within the footprint of the primary dwelling at the time the internal accessory dwelling unit is created; and for the purpose of offering a long-term rental of 30 consecutive days or longer; and is prohibited as a rental if the internal accessory dwelling unit is located in a dwelling that is not occupied as the owner's primary residence.*

Detached Accessory Dwelling Units (Detached ADUs)
During the 2026 General Session, the Utah Legislature enacted S.B. 284, which created Utah Code 10-21-304. This section requires specified cities to adopt land use regulations permitting detached accessory dwelling units on lots or parcels that are at least 11,000 square feet in area and contain a single-family dwelling, provided the single-family dwelling is a permitted use on the property.

Detached Accessory Dwelling Units are currently defined in Enoch City Code as: *Accessory Dwelling Unit, External (EADU) means a single dwelling unit not to exceed 800 square feet of livable space and subject to the setbacks of an accessory building on a lot or parcel. Utilities may only be metered separately from the primary dwelling if the*

setback of the EADU is closer to a municipal utility than the primary dwelling. Connection fees are required if metered separately. Impact fees and water rights are required if the EADU is separated from the parent property. Must meet building codes, including a permanent foundation.

The R-1-11 zone is intended for single-family residential development. The proposed amendment would expressly identify single-family dwellings with internal and detached accessory dwelling units as permitted uses, subject to applicable City Code provisions and state-law requirements.

Accordingly, Enoch City's zoning regulations must be consistent with the state-law requirements governing internal accessory dwelling units.

The Planning Commission reviewed this proposal during its October 27th meeting. The questions discussed focused on limiting each lot to either an internal or external accessory dwelling unit and not allowing both. Looking at the current code, the only limitations we have limit the rental of the ADU based on the owner occupying the dwelling. In order to limit a property to one or the other a separate code amendment would need to be proposed to amend the definitions section of the code.

GENERAL PLAN REFERENCE:

- Section IV.C — Housing Element
    - Goal C-5: Meeting Moderate Income Housing Needs/Programs
        - Policy C-5.1: Explicitly identifies creating, allowing for, and reducing regulations related to internal or detached accessory dwelling units (IADUs and EADUs) in residential zones as a primary municipal strategy to facilitate low- and moderate-income housing options

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CITY CODE REFERENCE:

- Enoch City Code 12.1500.1502

PUBLIC NOTICE:

A public hearing was held during the Planning Commission's review of this agenda item. The notice was given in accordance with City and State requirements.

STAFF RECOMMENDATION:

Staff recommends sending the proposed code change to the City Council with a favorable recommendation to come into compliance with required State code requirements.

Enoch City Code Title 12 establishes standards for External/Detached Accessory Dwelling Units (EADUs), including

- A maximum living area of 800 square feet,
- A permanent site-built foundation,
- compliance with applicable building codes.

- EADUs are subject to accessory structure requirements for height, location, setbacks, and lot coverage, including a maximum height of 20 feet and a combined accessory structure lot coverage limit of 20%.

The code also addresses separate municipal utility metering and applicable connection fees, impact fees, and water-right requirements when an EADU is separately metered or the property is separated from the parent parcel.

A. Accessory uses and buildings customarily incidental to permitted uses, not to exceed 20% of the land.

B. Public utilities, essential services. (Limit area 4' X 4')

C. Single-family dwellings.

D. Child daycare or nursery with 4 children or less.

E. Home occupation business.

F. Single-family dwelling with an Internal Accessory Dwelling Unit (IADU).

G. Single-family dwelling with an External Accessory Dwelling Unit (EADU).

DRAFT

ENOCH CITY COUNCIL AGENDA MEMO

SUBJECT: Transportation Impact Fee Proposed Language for Land Uses Not Specified in the Fee Analysis

FOR CONSIDERATION ON: November 4, 2026

PETITIONER: Enoch City Staff

ACTION REQUESTED BY PETITIONER: Approve the proposed code amendment.

REVIEW TYPE: Legislative

BACKGROUND INFORMATION:

Enoch City has been working with new businesses to reduce the transportation impact fees initially assigned to them. In these cases, the business did not fit any of the land use categories listed in the City's Transportation Impact Fee Analysis (the "Analysis"), so the listed fee did not reflect the traffic the business would actually generate.

Staff has met with Sunrise Engineering, the firm that originally prepared the Analysis. Sunrise recommended adding language to the Analysis that provides a clear, consistent method for assessing any land use that is not specified. The Analysis will also be amended to include similar language. The recommended language is included with this agenda item.

In practice, this language would establish a defined process for unlisted land uses: the applicant identifies the ITE land use code, independent variable, and trip calculation; the City Engineer or designee confirms that the selected ITE land use is the best match; and the fee is then calculated using the methodology already adopted in the Analysis. This replaces case-by-case negotiation with a consistent, ITE-based standard while keeping the City's existing fee methodology intact.

GENERAL PLAN REFERENCE:

- N/A

CITY CODE REFERENCE:

- Enoch City Fee Schedule 6.A

PUBLIC NOTICE:

This agenda item has been properly noticed for a public hearing according to State and City requirements.

STAFF RECOMMENDATION:

Approve the proposed code change.

ENOCH CITY 6.A Impact Fees

Collected at building permit issuance:

DRAFT

Service	Size	Fee	Effective Date
Water	1-inch meter/ERU	$6,500	1-21-26
	1½-inch meter	$9,807.15	12-17-19
	2-inch meter	$17,434.94	12-17-19
	3-inch meter	$39,228.61	12-17-19
	4-inch meter	$69,739.75	12-17-19
	6-inch meter	$156,914.44	11-13-17
Wastewater	Residential/ERU	$1,500	1-21-26
	Nonresidential	$2,500	1-21-26
Transportation*	Single Family residential/ERU	See Below	4-2-24
Police	Single Family residential/ERU	$1,353.91	7-18-23
	Multi-Family residential	$19.87	Until 11-18-25
	Multi-Family Residential	$1,353.91	11-18-25
	Commercial (per sq.ft.)	$0.70	11-18-2025
Park	Single Family residential/ERU	$1,250	5-30-23
Storm Water Drainage**	Single Family residential/ERU	See Below	1-14-25

*New "per unit" Transportation Impact fee to be effective **April 2, 2024:**

Category	Land Use	Unit	Max. Eligible per Unit Impact Fee	Approved Impact Fee Per Unit 75% of 19.17%
Residential	Single Family Detached (SFD)	Dwelling Units	$20,865	$2,000
	Single- Family Attached	Dwelling Units	$15,931	$763
	Assisted Living/Convalescent Center	Beds	$5,753	$276
	Multifamily Low-Rise	Dwelling Units	$14,913	$715
	Multifamily Mid-Rise	Dwelling Units	$10,045	$481
	Multifamily High-Rise	Dwelling Units	$10,045	$481

Office	Office Building	1,000 sq. ft.	$24,455	$1,172
	Medical-Dental Office Building	1,000 sq. ft.	$81,215	$3,892
Retail	Supermarket	1,000 sq. ft.	$55,042	$2,638
	Less Intensive Retail	1,000 sq. ft.	$2,274	$109
	Intensive Retail	1,000 sq. ft.	$33,397	$1,601
Services	Quality Restaurant	1,000 sq. ft.	$54,851	$2,629
	Fast Food	1,000 sq. ft.	$263,656	$12,636
	Convenience w/ Gas Pumps	Pump Stations	$89,716	$4,300
	Bank	1,000 sq. ft.	$97,346	$4,665
Industrial	Industrial	1,000 sq. ft.	$11,971	$574
	Manufacturing	1,000 sq. ft.	$11,676	$560
	Warehousing	1,000 sq. ft.	$4,359	$209
	Self Storage/RV Storage	Units	$3,696	$177
Institutional	Elementary School	Students	$5,023	$241
	Middle/Junior School	Students	$4,647	$223
	High School	Students	$4,292	$206
	Private School (K-12)	Students	$5,487	$263
	Junior/Community College	Students	$2,545	$122
	Day Care	1,000 sq. ft.	$46,361	$2,222
	Library	1,000 sq. ft.	$79,710	$3,820
	Church	1,000 sq. ft.	$16,816	$806
Lodging	Hotel	Rooms	$18,025	$864
	Motel	Rooms	$7,558	$362

Any land use that is not specified in the categories above shall be assessed using the trip generation rate and associated formula published in the most recent edition of the Institute of Transportation Engineers (ITE) *Trip Generation Manual*.

The applicant shall submit to the City the applicable ITE land use code, the independent variable and its quantity (e.g., square feet, dwelling units, employees), and the corresponding calculation of generated trips. The City Engineer or designee shall review the submittal and determine whether the proposed ITE land use is the most appropriate match. The resulting trip generation shall be used to calculate the impact fee in accordance with the fee methodology adopted in the Transportation Impact Fee Analysis. Any additional Fee for review by the City Engineer or designee shall be paid by the applicant.

**New Storm Water Drainage Fee to be effective January 14, 2025:

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Zoning Description	Impact Fee per ERU
Mobile Home Park (MHP)	$5,810
Professional Office (P-O)	$6,230
Research Industrial Park (R/I-P)	$7,120
Community Commercial (C-C)	$7,120
Neighborhood Commercial (N-C)	$5,340
Regional Commercial (R-C)	$8,010
RV Park (RVP)	$5,810
Residential 18 (R-1-18)	$3,140
Residential 11 (R-1-11)	$3,560
Rural Residential 1 (R-R-1)	$2,670
Rural Residential 5 (R-R-5)	$2,670
Mixed Residential (MXR-18)	$4,450
Multiple Residential (M-R-2)	$5,810

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ENOCH CITY COUNCIL AGENDA MEMO

SUBJECT: Communications and Social Media Policy (Public-Facing)

FOR CONSIDERATION ON: Wednesday, November 4, 2026

PETITIONER: City Staff

ACTION REQUESTED BY PETITIONER: Review and approval of the Enoch City Communications and Social Media Policy

REVIEW TYPE: Administrative

BACKGROUND INFORMATION:

Enoch City uses its website and official social media accounts to share timely, accurate information about City services, projects, meetings, emergencies, and events. The attached Communications and Social Media Policy establishes written standards for what the City posts, how we engage with the public online, and how we handle comments.

In conversations with the City Council, the Council determined that allowing public comments on the City's social media platforms is a priority for transparency. This policy allows the City to keep comments open while setting clear, consistent standards for the social media content the City produces and for how staff manage public engagement.

Key provisions of the policy:

- **Website first.** The City website remains the official source of municipal information, records, forms, and public notices. Social media supplements the website and does not replace notice required by law. Posts will link to the website whenever practical.
- **Content standards.** The policy identifies what the City shares (emergency and public safety information, road and utility impacts, meetings and agendas, ordinances and projects, events, and educational information) and sets posting priorities, with emergencies and public safety first.
- **Public engagement.** Comments are welcome. Authorized staff monitor comments and messages and will strive to respond within 8 hours during business hours, 12 hours after hours, and 24–48 hours on weekends. These are service goals, not guarantees.
- **Responding to misinformation.** Staff may provide factual information or direct residents to official resources, but will generally not engage in prolonged online debates.
- **Community standards.** The City may hide or remove a defined list of content (threats, obscenity, spam, commercial solicitation, impersonation, malicious links, confidential or personal information, copyright violations, and content prohibited by law). Comments will not be removed solely because they criticize the City or express a differing viewpoint.
- **Comment settings.** Comments may be disabled on individual posts or platforms when appropriate, but settings will be applied consistently and will not be used to favor or limit particular viewpoints, groups, or individuals.
- **Community information sharing.** Requests from organizations, businesses, and residents to share information are evaluated using consistent, content-neutral criteria, require 3 business days' notice, and do not guarantee publication or imply endorsement.
- **Photography, emergencies, and records.** The City may photograph city-sponsored events for official channels; social media is not monitored at all times and must not be

used to report emergencies (residents are directed to 911); and content, including comments and messages where applicable, may be public records under the Utah Government Records Access and Management Act (GRAMA).

The policy includes "Updated" and "Approved by" lines at the end, which will be completed upon Council action. The policy references a Community Information Request Form and Community Information Sharing Guidelines, which will need to be finalized and made available to the public once the policy is adopted.

GENERAL PLAN REFERENCE:

- None. This is an administrative communications policy and is not a land use matter.

CITY CODE REFERENCE:

- No amendment to the Enoch City Code is required. The policy references GRAMA (Utah Code Title 63G, Chapter 2) regarding public records.

PUBLIC NOTICE:

This item has been placed on the agenda for the November 4, 2026 City Council meeting, which will be noticed in accordance with the Utah Open and Public Meetings Act. No separate public hearing is required.

STAFF RECOMMENDATION:

Staff recommends that the City Council approve the Enoch City Communications and Social Media Policy as presented, to take effect upon approval. Staff further recommends that the Council direct staff to:

- Complete the "Updated" and "Approved by" lines on the policy upon adoption;
- Post the final policy on the City website, with a link from each official City social media account; and
- Finalize the Community Information Request Form and Community Information Sharing Guidelines referenced in the policy.

Enoch City Communications and Social Media Policy

Purpose and Scope

Enoch City uses its official website and social media platforms to provide timely, accurate, and transparent communication with residents, businesses, visitors, and community partners. These communication channels help keep the public informed about City services, projects, meetings, emergencies, and community events while encouraging civic engagement and public awareness.

The City's website serves as the official source of municipal information. Social media is used to supplement the website by increasing the accessibility and reach of important information. These communications are not intended to replace traditional methods of public notice and communication required by law.

Official City information may be shared through:

- The Enoch City website
- Official City social media accounts and sites, including but not limited to: Facebook, Instagram, YouTube, LinkedIn
- Newsletters, emergency notification systems, or other digital communication tools approved by the City

Information published through unofficial pages or personal accounts should not be considered official City communication.

What We Share

The City uses its communication platforms to share information that serves a public purpose. This may include:

- Emergency notifications and public safety information
- Road closures, construction, and traffic impacts
- Water service interruptions and utility updates
- Parks and recreation information
- Public meetings, agendas, and notices
- Elections and voting information
- Ordinances, policies, and City projects
- Employment opportunities
- Community events sponsored or supported by the City
- Educational information about City services and programs
- Other information that benefits the community or supports City operations

Content is intended to inform residents and improve awareness of City services and activities.

When We Share

The City strives to communicate information in a timely and consistent manner.

Posting frequency varies depending on community needs and City operations. Some periods may require multiple updates per day, particularly during emergencies or significant events, whereas routine information may be shared less frequently.

Priority is generally given to:

1. Emergency and public safety information
2. Service interruptions and urgent public notices
3. Time-sensitive City business
4. Community programs, events, and educational information

Public Engagement

The City welcomes respectful community engagement through comments, questions, and discussion on its official social media platforms.

City staff authorized to manage official social media accounts regularly monitor public comments and direct messages and may respond to questions, provide clarification, or direct residents to the appropriate department when doing so helps inform the public.

Comments and messages requiring a response will be addressed as promptly as practicable. The City will strive to respond within the following timeframes:

- **Business Hours (Monday–Thursday, 9:00 a.m.–4:30 p.m., and Friday 9:00–1:00 p.m.):** Within 8 hours, when possible.
- **After Hours (Monday–Thursday, 4:30 p.m.–9:00 a.m.):** Within 12 hours, when appropriate.
- **Weekends (Friday, 1:00 p.m.–Monday, 9:00 a.m.):** Within 24-48 hours, when appropriate.

These response times are intended as service goals and may vary due to holidays, staffing levels, emergencies, the complexity of an inquiry, or other operational priorities. The City cannot guarantee a response to every comment or message.

Residents requiring assistance with City services should contact the appropriate City department directly.

Responding to Misinformation

The City recognizes that inaccurate information may occasionally be shared online.

When misinformation relates to City services, operations, policies, or public safety, the City may respond by providing factual information or directing residents to official City resources.

The City will strive to provide accurate information respectfully and professionally, but will generally not participate in prolonged online debates or repeated exchanges after factual information has been provided.

Website and Social Media

The City's website remains the official source for municipal information, records, forms, and public notices.

Social media is intended to increase awareness of information already available through official City channels by:

- Highlighting important announcements
- Sharing reminders
- Providing timely updates
- Directing residents to the City's website for additional information

Whenever practical, social media posts will include links to the City's website where residents can access complete and current information.

Community Standards

Enoch City's social media platforms are intended to encourage respectful discussion related to City business. Comments made by members of the public do not necessarily reflect the views of Enoch City and do not constitute endorsement by the City.

To maintain a safe and constructive environment, the City may hide or remove content that includes:

- Threats or incitement of violence
- Obscene or explicit material
- Spam or repetitive postings
- Commercial advertising or solicitation
- Fraudulent or misleading impersonation
- Malware or malicious links
- Confidential or personal identifying information
- Copyright violations
- Content prohibited by law

Comments will not be removed solely because they criticize the City, express disagreement with City policies, or present differing viewpoints.

Comment Settings

The City may disable comments on individual posts or social media platforms when appropriate. Comment settings will be applied consistently and will not be used to favor or limit particular viewpoints, groups, or individuals. When comments are enabled, they will be available equally to all members of the public.

Community Information Sharing

Enoch City recognizes that community organizations, businesses, and residents may request that information be shared through the City's official communication platforms.

Because City communication channels are intended primarily to communicate municipal information and serve the public interest, requests are evaluated using consistent, content-neutral criteria.

Submission of a request does not guarantee publication. The City reserves the right to determine whether a request aligns with this policy, available communication resources, and current communication priorities.

Requests should be submitted using the appropriate Community Information Request Form at least **3 business days** before the requested publication date.

The City may decline requests that:

- do not serve a public purpose,
- conflict with City priorities,
- promote private commercial interests,
- advocate for or against political, social, or public policy positions, including political campaigns and ballot issues,
- primarily solicit donations or sales,
- or otherwise fall outside the scope of this policy.

Publication of information does not constitute endorsement by Enoch City. Please see Enoch City’s Community Information Sharing Guidelines for more information.

Photography and Consent

Enoch City may photograph or record individuals at city-sponsored events and activities for use on official City communication channels, including social media and the City website. Consent is not generally required for photographs or recordings taken in public settings.

Emergencies

Official City social media accounts are not monitored at all times. Social media should never be used to report emergencies, crimes in progress, or situations requiring an immediate response. Residents should call 911 or contact the appropriate City department using official phone numbers.

Public Records

Content published on the City's website and official social media platforms, including comments and messages where applicable, may constitute public records and may be retained in accordance with the Utah Government Records Access and Management Act (GRAMA).

Questions

Questions regarding this policy or the City's digital communications may be directed to Enoch City through the contact information provided on the City's official website.

Updated [insert date]
Approved by [insert name]

ENOCH CITY COUNCIL AGENDA MEMO

SUBJECT: Set a Public Hearing to Amend Enoch City Code Section 9. C Wastewater Fees

FOR CONSIDERATION ON: November 4, 2026

PETITIONER: Enoch City Public Works Department

ACTION REQUESTED BY PETITIONER: Set a Public Hearing for November 18th, 2026 to Consider approval of an amendment to Section 9.C of the Enoch City Code establishing a fee for locating private sewer lateral lines.

REVIEW TYPE: Legislative

BACKGROUND INFORMATION:
The City is proposing an amendment to Section 9.C of the Enoch City Code to establish a fee for locating private sewer lateral lines..

The proposed amendment would establish a $100.00 fee per request for locating private sewer lateral lines. This fee is intended to help offset the City's staff time and resources associated with responding to requests to locate private sewer infrastructure.

The proposed amendment does not change the existing monthly wastewater user rates, City hot tap installation fee, wastewater access deposit, or contractor bonding and insurance requirements.

GENERAL PLAN REFERENCE:

- Consistent with the City's goals of maintaining reliable municipal infrastructure, providing efficient utility services, and establishing reasonable fees for City services.

CITY CODE REFERENCE:

- Enoch City Code Section 9.C Wastewater.

PUBLIC NOTICE:

Set a public hearing for November 18th, 2026

STAFF RECOMMENDATION:

Staff recommends that the City Council set a public hearing for November 18th, 2026.

ENOCH CITY COUNCIL AGENDA MEMO

SUBJECT: Amendment to Enoch City Engineering Standards, Water Meter Box Location and Installation Requirements

FOR CONSIDERATION ON: November 4, 2026

PETITIONER: Enoch City Public Works Department

ACTION REQUESTED BY PETITIONER: Consider approval of a revision to the City Engineering Standards regarding water meter box placement and installation requirements.

REVIEW TYPE: Legislative

BACKGROUND INFORMATION:

The City is proposing an amendment to its Engineering Standards to clarify the required location of water meter boxes on residential lots and simplify the installation requirements.

The existing standard requires meter boxes to be located behind the sidewalk, in the center of the lot, and surrounded by a concrete apron in accordance with the City's standard drawings.

The proposed revision would require water meter boxes to be located within the front yard of the lot, between the front property line and the primary structure, at a location approved by the City. The amendment would also eliminate the requirement for a concrete apron surrounding the meter box.

The revised language will continue to require that meter boxes remain accessible and that any meter box covered or damaged during construction be uncovered, repaired, or replaced and adjusted to finished grade by the Contractor.

The purpose of this amendment is to establish a consistent and practical location for water meter boxes while maintaining accessibility for City personnel and ensuring that meters are properly protected and maintained.

GENERAL PLAN REFERENCE:

- Consistent with the City's goals of maintaining reliable municipal infrastructure, providing efficient utility services, and establishing practical development standards.

CITY CODE REFERENCE:

- Enoch City Engineering Standards 4.2.2 Meter Boxes.

PUBLIC NOTICE:

Set a public hearing for November 18th, 2026

STAFF RECOMMENDATION:

Set a public hearing for November 18th, 2026

...

c. 3. A follower ... those in the fitting.

d. 4. Tee bolts ... nuts of cor-ten metal.

15. METER BOXES: All ~~meter boxes shall be located behind the sidewalk, in the center of the lot. Any meter box covered or damaged during the construction operations shall be replaced or uncovered and raised to finish grade by the Contractor. The meter box shall be surrounded by a concrete apron as shown in the standard drawings.~~water meter boxes shall be located within the front yard of the lot, between the front property line and the primary structure, in a location approved by the City. Meter boxes shall remain accessible and shall not be obstructed by landscaping, structures, or other improvements. Any meter box covered or damaged during construction operations shall be uncovered, repaired, or replaced by the Contractor and adjusted to finished grade.

16. PIPE BEDDING. Pipe shall ... in the standard drawings.

a. Pipe bedding materials ... sod, or other vegetation.

...

DRAFT

MINUTES

ENOCH CITY COUNCIL
October 21st, 2026 at 6:00 pm
City Council Chambers
City Offices, 900 E. Midvalley Road

MEMBERS PRESENT:	STAFF PRESENT:
Mayor Jim Rushton	**Ryan Robinson, City Manager**
Council Member David Harris	**Ashley Horton, Treasurer**
Council Member Shawn Stoor	**Mindy Kropf, Deputy Recorder**
Council Member Debra Ley	**Jackson Ames, Police Chief**
Council Member Kimberlee Trower	**Justin Wayment, City Attorney** - excused
Council Member Jacob Miner	**Hayden White, Public Works Director**

Public present: Tyler Melling, Tim Watson, Joel York, Jaime York, Michelle Hunt, Jonathan Wilson

1. **CALL TO ORDER OF REGULAR COUNCIL MEETING**
   a. **Pledge of Allegiance-** led by an audience member
   b. **Invocation (2 min.)-Audience invited to participate-** given by Bishop Sean Hunt
   c. **Inspirational thought-** sang Happy Birthday to City Man
   d. **Approval of Agenda for October 21, 2026** Council Member Harris moved to approve the agenda for Oct 21, 2026. Council Member Ley seconded. All in favor.
   e. **Approval of Minutes for October 7, 2026 –** Council Member Harris moved to approve minutes from Oct 7th, 2026, Council Member Ley seconded. All in favor**.**
   f. Harris moved to approve minutes from Oct 14th, 2026, Council Member Ley seconded, all in favor.
   g. **Ratify Expenditures –** moved to next meeting
   h. **Conflict of Interest Declaration for this agenda-** none

2. **PUBLIC COMMENTS**
   None given

11. **(Moved up) APPOINT MICHELLE HUNT AND JOEL YORK TO SERVE ON THE PARKS AND RECREATION COMMITTEE**
   Council Member Harris made a motion to appoint Michelle Hunt and Joel York to the recreation committee, Council Member Miner seconded. All in favor. Joel and Michelle introduced themselves and gave a little background, respectively.
   City Manager Robinson said we haven't had a full Rec committee since January and told Joel and Michelle he would contact them for the next meeting.

3. **PUBLIC HEARING TO AMEND ENOCH CITY FEE SCHEDULE CHAPTER 6 IMPACT FEES FOR TRANSPORTATION IMPACT FEES**
   Council Member Harris made motion to close the regular meeting and go into a public hearing, Council Member Stoor seconded, all in favor.
   No public comment. Council Member Harris moved to close public hearing and go back into the regular meeting, Council Member Ley seconded, all in favor.

4. **CONSIDER RESOLUTION NO. 2026-10-21-A, A RESOLUTION**

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AMENDING THE ENOCH CITY FEE SCHEDULE CHAPTER 6 IMPACT FEES FOR TRANSPORTATION IMPACT FEES (RC VOTE)

There was some confusion with this agenda item concerning water, agenda shouldn't have said transportation. This has been noticed as a public hearing. Tyler Melling came up, this item is about culinary water. This is the only item that stands alone. Council Member Ley asked Tyler if they are doing a comparison with Cedar City and if Cedar had data from all of Utah. Tyler said townhomes use more water than apartments because of a yard. Impact study does establish equivalent residential unit. 1500 gallons per day is 43% higher than average. Enoch doesn't have peak demand per door, Cedar has that kind of data. Average use of townhome, .14 ERU's, rounded up it's .2 which is a conservative estimate. Mayor Rushton asked if the fee was set to meter size or the ERU per development. Meter size is determined by number of fixtures. Townhomes typically have a common meter and an HOA. Tim Watson spoke about meter size, factors are number of fixtures and fire flow. A 4-plex or apartment is considered commercial. Council Member Stoor asked some questions for Council Member Trower (who joined later by Zoom), she is not comfortable with a single meter. Mayor Rushton said it would be an HOA problem. Landscaping is the bigger issue, due to landscape leaks. Council Member Ley asked about green spaces, Tyler said that's a separate impact fee. Enoch has a separate fee for green spaces, according to Tyler. Council Member Ley said Enoch defined itself as an area of space. The city is having to take upon itself large parks. Tyler said Enoch does require a certain amount of green space. As marketing, it's hard to sell space without green space. City Manager Robinson said Council Member Trower told him about someone running a bath all night as a sound machine. Mayor Rushton doesn't think we'd allow a single meter development without an HOA. Council Member Ley asked about townhouses having separate meters. According to Tyler they have centrally managed landscape except for small houses around home. Generally, they have separate power, gas and sometimes internet. HOA usually reserve the right to separately meter. Tyler said from a conservation standpoint, the largest usage is single family lots and their grass.

Council Member Harris made a motion to approve the motion, Council Member Stoor seconded. Roll Call Vote:
Council Member Stoor: yay
Council Member Harris: yay
Council Member Ley: nay,
Council Member Trower: absent
Council Member Miner: yay

Motion passes.

5. **PUBLIC HEARING TO AMEND ENOCH CITY ENGINEERING STANDARDS 3.2.4A: STREET ACCESS**

Council Member Harris moved to close the regular meeting and open the public hearing, Council Member Stoor seconded, all in favor. No public comments received.
Council Member Harris moved to close the public hearing, Council Member Stoor seconded, all in favor.
City Manager Robinson gave background. Council Member Stoor had

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questions from Council Member Trower (joined on Zoom later), she wants to see the manual in writing and wants to make sure everything is by the book. Some clarification on what they thought Council Member Trower meant in her question. Land Use code 210 according to Tyler Melling. 12th edition Land use code 210. Mayor Rushton said there are proposed multifamily in a PUD coming in. Exactions rule says you can't take people's property. ITE manual was used in the transportation impact study. State law said you can't require someone to build a road wider than 32' unless there are 1000 trips/day. Want wide roads and sufficient to handle traffic. Heather Hue is a wider road, but a road servicing fewer homes wouldn't need to have a road that wide. Council Member Harris went back to Council Member Trower's question and talked about Master Plan roads. Tyler Melling spoke about the plan Sunrise did. Council Member Trower joined on Zoom and talked about Master Roads and making sure it's planned correctly. Council Member Harris talked about making sure we have the easements to widen the road in the future as needed. Council Member Ley asked about who would be responsible to pay for the widening of the road. It was explained that the cost would come out of the impact fees from those developments. Council Member Trower is concerned about the 2 new big developments coming in and making sure we get those roads right the first time. Tyler said choosing to have a narrower road is the exception, cities usually have the road done wider. Tim Watson asked about the 10 trips per day each direction, more cities use a 10 trips per day total, not each direction. Mayor Rushton asked if when we adopted it previously it could have just been misunderstood. In other cities the city will pay for the middle section to pay for the widening, making the developers responsible for the curb and gutter. Current engineering standard, once you hit 800 trips per day on a road, you move up to the next size road. Council Member Stoor asked if the language was maybe just misinterpreted. Tim Watson, city engineer, said it could have been. Traffic studies are very complex. If there is the equivalent of 80 units there has to be a second access. It mirrors a lot of what Cedar City's are. A lot of cities follow each other when developing these standards. Once there's 2 access points, it cuts it in half. Tim recommended modifying section 2 to say 10 vehicles/day and remove the "each way" portion. Mayor Rushton asked Tyler Melling his thoughts, he mentioned putting "using ITE manual" in the ordinance. Mayor Rushton asked Tim Watson his thoughts on that, Tim said it was okay, but recommended asking the attorney for legal language. Majority of developments are not going to trigger a traffic impact study. There are specific developments that hire engineers to do the traffic studies.

6. CONSIDER AMENDING ENOCH CITY ENGINEERING STANDARDS 3.2.4A: STREET ACCESS

Council Member Harris moved to amend with the language referencing the most updated ITE Manual. Council Member Miner seconded. Roll call vote:

Council Member Stoor: yay

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Council Member Harris: yay
Council Member Ley: yay
Council Member Trower: yay
Council Member Miner: yay

Motion passes unanimously.

7. **CONSIDER ORDINANCE NO. 2026-10-21-A, AN ORDINANCE AMENDING ENOCH CITY CODE SECTIONS 12.2500.2502, 12.2400.2407(B)(7), 12.1200.1204(H) & (I)(III), AND 12.1200.1205(H) TO REQUIRE A TRAFFIC STUDY FOR ANY DEVELOPMENT THAT ACCESSES SR-130 (RC VOTE)**

"Enoch Parkway" UDOT approached us and asked us to require this, per City Manager Robinson. Council Member Harris asked how much that would cost. Tyler said $30,000-65,000 but that is mixed use. It would help us convince them to widen the road. Discussion about the matter. Council Member Trower said she thinks it helps with the city planning, talking about Foster's, Lin's, Blue Sky issues. City Manager Robinson asked Tim Watson, who said UDOT can restrict whatever they want. Council Member Harris agrees with Council Member Trower, but doesn't want to discourage a business from coming in. Council Member Miner asked about waiving the requirement if someone right next door just had one done. More discussion about access to SR-130. Council Member Miner asked about wording it as "may". Council Member Harris said it can't be ambiguous and it has to be something big enough that they will want to deal with UDOT. Council Member Trower said she thinks part of the reason they want to do this is to restrict access. City Manager Robinson said he thinks it's for future road design.

Council Member Harris made a motion to approve**, Council Member** Miner seconded. Roll call vote:
Council Member Stoor: yay
Council Member Harris: yay
Council Member Ley: yay
Council Member Trower: yay
Council Member Miner: yay

Motion passes unanimously.

8. **SET A PUBLIC HEARING FOR NOVEMBER 4TH, 2026 TO AMEND ENOCH CITY FEE SCHEDULE 6.A TO AMEND USES CATEGORIES**

Council Member Harris made a motion to set a public hearing, Council Member Miner seconded, all in favor. Public hearing set for November 4th, 2026.
Ryan gave background on what the public hearing will be about (The Hub and Golden Hour Coffee)

9. **PUBLIC HEARING TO CONSIDER AMENDMENTS TO ENOCH CITY CODE SECTIONS 12.2400.2413, 12.2500.2502(E), AND 14.100.113 RELATING TO WATER RIGHTS AND WATER CONNECTION REQUIREMENTS**

Council Member Harris made a motion to close regular meeting and go into

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public hearing, Council Member Miner seconded. All in favor. No public comments received.
Council Member Harris made a motion to close the public hearing and go back into regular meeting, Council Member Ley seconded. All in favor.

10. CONSIDER ORDINANCE NO. 2026-10-21-B, AN ORDINANCE AMENDING ENOCH CITY CODE SECTIONS 12.2400.2413, 12.2500.2502(E), AND 14.100.113 RELATING TO WATER RIGHTS AND WATER CONNECTION REQUIREMENTS (RC VOTE)

City Manager Robinson said this one went through water board last week and explained what it was about. Council Member Harris made some comments about it. Mayor Rushton said it was good policy to encourage conserving water. Council Member Trower said she really loves this conservation rate, her concern is; as we are creating this new tier is not allowing 1 meter for multiple units, so that people are accountable for their own usage and concerns about leaks. Mayor Rushton spoke about a 100-unit condo project. Council Member Miner talked about meters being expensive and paying for 100 meters would be expensive. More discussion about the master meters. Tyler Melling was asked about master meters, he said they always use master meters for apartments and townhomes and gave some examples of high water bills with a master meter, which are almost always due to landscaping and property managers not paying attention. Spoke about differences between twin home and duplex. Council Member Harris asked about fairness with a master meter. Tyler talked about the affordability of owning a townhome vs having to rent your whole life. Hayden White, Public Works Director, spoke about how he's reviewing a PUD and he said we would rather have a master meter for one of those developments so the city doesn't become responsible. City Manager Robinson asked Tyler to explain the .37. If you calculate out 8000 indoor and 4000 outdoor, the .37 would be consistent with what Cedar has been doing. Ag. conversion with depletion ends up at .22.

Hayden, Ryan and Tim ran numbers and they came up with .29. Hayden talked about not having so many tiers, Tyler said it would depend on our software and multi-family and commercial would be really hard to bill for. There is no billing structure in our utility billing software for multiple units on one meter. Overage costs would be 18,001-24,000 would be $6/1000 gallons and 24, 001 and up would be $10/1000 gallons. Council Member Harris said he would want to do a one-time grace if they get it fixed asap. Mayor Rushton talked about a caveat that new owners can bring more water to the city to take themselves out of the conservation tier. City Manager Robinson said we may not want to require that on the final plat then. Tyler talked about a separate conservation agreement that would be recorded with each lot. Mayor Rushton asked if anyone else lets people bring water to buy themselves out of the conservation tier. Tyler said Enoch would be the only one. Council Member Harris talked about how this would affect affordable housing. Tyler recommended having a form that would be recorded against the property and would show up on title in perpetuity. Tyler talked about the water acquisition fees and how the conservation stuff should be the same.

Council Member Harris made a motion to table item 10 until November 4, 2026. Council Member Ley seconded. All in favor.

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11. COUNCIL/STAFF REPORT

Hayden White – Public Works Director no flooding issues, still have sandbags. All ditches have held up. Rain has held to our standard which is about 1"/day. Anderson well last test on Friday, been pumping 1100 gpm, step test steps it up incrementally. Dirt work done on Midvalley, waiting for it to dry out to make it a true 90 degree. Bathrooms and irrigation will be shut down Nov 1st. The church started moving dirt a couple weeks ago, they will have to pave the part of the road that we didn't do because Hayden didn't want the new road chopped up.

Ashley Horton – working on quarterly tax returns

Ryan – meeting with 5 county for application for generators for water pumps in case they go down again. Looking at park equipment. UDOT is coming out with a grant, working with a consulting firm. Working with SUU students doing a project to check our codes. Next PC to add detached ADU's be allowed in 11,000 SF lots. Updating our social media presence, brought up social media policy we want to show on our page. Not allowing comments defeats the purpose of having social media. Started filming stuff for our podcast, Hayden and Mayor have both been on it. We want to have multiple banked so we can keep it rolling. One was done on winterizing sprinklers, one on paperless billing. Debra suggested doing one on using the roundabout. Put out position for admin assistant for front for part time. We got 15 or so applications and will be starting interviews the end of this week or beginning of next week. Rob Terry is going to come give a training on annexations for Nov 24th at the PC meeting.

Mindy – we sent out letters for irrigation today.

Jim – appreciates the size of roads in Utah.

Shawn – excited for new members of Rec committee, trees need replaced.

David – nothing

Debra – wreaths across America Dec 19th at noon hoping to involve more veterans. Committee met Monday and will have 2 more meeting with the DAR. (Jim asked that the names be easier to read). Asked for a podcast, Kimberlee recommended doing a live

Kimberlee – wants to set up a time with SISA (cyber security type stuff), analyzes IT, OT and physical security (cameras, locks, water systems, etc)

Jacob – reminder Care and Share for micro shelters tomorrow at 11 next to cemetery

12. CLOSED SESSION TO DISCUSS ONE OR MORE OF THE FOLLOWING: THE CHARACTER, PROFESSIONAL COMPETENCE OR PHYSICAL OR MENTAL HEALTH OF AN INDIVIDUAL COLLECTIVE BARGAINING; PENDING OR REASONABLY IMMINENT LITIGATION, THE PURCHASE, EXCHANGE, OR LEASE OF REAL PROPERTY, INCLUDING ANY FORM OF WATER RIGHTS OR WATER SHARES; DEPLOYMENT OF SECURITY PERSONNEL, DEVICES OR SYSTEMS; INVESTIGATIVE PROCEEDINGS REGARDING ALLEGATIONS OF CRIMINAL MISCONDUCT.

13. ACTION FROM CLOSED MEETING

14. ADJOURN

Council Member Harris made a motion to adjourn, Council Member Ley seconded, all in favor. Meeting adjourned.

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