

RETURN to
Payson City
459 W UTAH AVE
PAYSON, UT 84401

**ANNEXATION AGREEMENT FOR THE HOLDAWAY ANNEXATION,
LOCATED IN PAYSON, UTAH COUNTY, STATE OF UTAH**

**THE FOLLOWING IS AN ANNEXATION AGREEMENT ENTERED INTO THIS 5th DAY OF
JULY, 2006, BETWEEN DR. STEVEN DEWEY ("APPLICANT") AND THE PAYSON CITY
CORPORATION ("CITY"), A MUNICIPALITY AND POLITICAL SUBDIVISION OF THE
STATE OF UTAH.**


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RANDALL A. COVINGTON
UTAH COUNTY RECORDER
2007 Feb 08 11:03 am FEE 0.00 BY SDM
RECORDED FOR PAYSON CITY CORPORATION

RECITALS

- A. This Annexation Agreement has been completed to address zoning designation, provision of electrical service, wastewater collection, transfer of adequate water rights, compliance with City development ordinances and resolutions, circulation and access, and geotechnical requirements in relation to development of property. The Agreement is binding to Applicant and City, but is limited in scope to those issues.
- B. City, acting pursuant to its authority under Utah Code Annotated §10-2-401, et. seq., and §10-9a-101, et. seq. and in furtherance of its land use policies, goals, objectives, ordinances, resolutions, and regulations has made certain determinations with respect to the Holdaway Annexation, and in the exercise of its legislative discretion, has elected to approve this Annexation Agreement in accordance with Chapter 19.12 of the Payson City Zoning Ordinance.

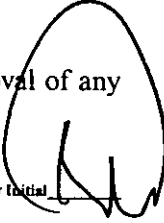
Now, therefore, in consideration of the mutual covenants, conditions and considerations more fully set forth below, Applicant and City hereby agree as follows:

Section 1 Definitions

Applicant Acceptance by Initial 

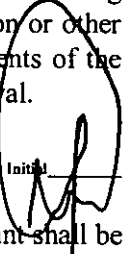
- 1. For the purposes of this Agreement, annexation shall mean inclusion in the Payson City municipal boundaries of the property identified on the Annexation Plat of the Holdaway Annexation attached hereto as Attachment A.
- 2. For the purposes of this Agreement, petition shall mean application, application shall mean petition, Applicant shall mean Petitioner, and Petitioner shall mean Applicant.
- 3. For the purposes of this Agreement, City shall mean Payson, Utah.
- 4. Development shall mean approval of a subdivision, issuance of a building permit, or approval of any other development related activity regulated by Payson City.

Section 2 Zoning Designation

Applicant Acceptance by Initial 

In order to satisfy the development goals of City, the property in the annexation shall receive a PO-1, Professional Office zoning designation upon annexation to Payson City. Applicant is entitled to the land use rights and privileges indicated in Chapter 19.6 of the Payson City Zoning Ordinance. Zoning designation at annexation is in no way an indication of development approval of any subdivision or other development application. Each application for development approval shall satisfy the requirements of the development ordinances of Payson City enacted at the time of application for development approval.

Section 3 Provision of Electrical Service

Applicant Acceptance by Initial 

City claims the right to provide electrical service for all property located in Payson City. Applicant shall be responsible to satisfy all requirements of the agreement reached between City and the Strawberry Electric Service District on March 25, 1998 prior to any form of development approval. Applicant shall hire, at the expense of Applicant, an independent consultant in accordance with the agreement reached between City

and the Strawberry Electric Service District to provide an inventory of existing Strawberry Electric Service District facilities so that a depreciated value can be calculated and to provide an estimate of lost generation if the area is provided electrical service by City. Applicant shall hold harmless City in regards to reimbursement to the Strawberry Electric Service District for the right to serve all areas within the municipal boundaries of City.

Section 4 Provision of Wastewater Service

Applicant Acceptance by Initial

Applicant recognizes that City is unable to provide wastewater collection services to the property in the annexation. Applicant has provided verification from Mountain View Hospital that the property in the Holdaway Annexation will be provided wastewater collection through the private wastewater lift station owned by Mountain View Hospital. If at any future date Applicant is unable to obtain wastewater collection service from the private wastewater lift station, Applicant agrees to construct and maintain a private wastewater lift station to serve the structures in the Holdaway Annexation.

Section 5 Transfer of Adequate Water Rights

Applicant Acceptance by Initial

Applicant agrees to transfer adequate water to serve any development within the annexation into the name of Payson City and, if applicable, complete a change of point of diversion to a location indicated by City. The amount of water shall be consistent with Title 10, Water Ordinance, and the water transfer and change in point of diversion, if applicable, shall be completed prior to any development approval or issuance of a building permit. Also if applicable, Applicant shall submit a letter of approval of the transfer from the Utah State Water Engineer. Although Applicant is not required to transfer adequate water at the time of annexation, no development, as defined in Section 1 herein, will be approved until the transfer of adequate water consistent with Title 10, Water Ordinance has been completed.

Section 6 Compliance with Development Ordinances and Resolutions

Applicant Acceptance by Initial

Applicant agrees to comply with all applicable Payson City development ordinances and resolutions including, but not limited to, Title 10, Water Ordinance; Title 19, Zoning Ordinance; Title 20, Subdivision Ordinance; and the Payson City General Plan enacted at the time of submission of the application for development approval.

Section 7 Circulation and Access Issues

Applicant Acceptance by Initial

City will allow no more than ten (10) equivalent residential units to be constructed on one point of ingress/egress. If temporary dead end roads are necessary in the development, Applicant will provide a temporary turn around not less than sixty (60) feet in radius. The roads and streets in the development shall be constructed in such a manner as to satisfy the Design Guidelines and Standard Specifications of City, unless otherwise approved by the Payson City Engineer.

Applicant agrees to submit a development proposal that will create a "medical campus" environment for the project site. Applicant agrees to prepare a transportation and circulation plan that will result in the anticipated atmosphere for the medical facilities and reduces the potential for vehicular and pedestrian conflict. Access to the site from major roadways will be limited to avoid through traffic, short cuts, and other unnecessary vehicular circulation. Applicant agrees to address proper access provision, and limitations, for State Route 198 as well as the residential properties south and east of the project site during the development review process. Furthermore, access from Professional Way, owned by Mountain View Hospital, must be taken into consideration in the layout of the project site and will be carefully reviewed by staff.

Section 8 Geotechnical Requirements in Relation to Development of PropertyApplicant Acceptance by Initial 

Applicant agrees to satisfy all recommendations of the geotechnical report dated February 17, 2006 including those that address the relatively high water table in the area and potential drainage issues. Applicant is hereby notified that due to the topography of the area, the development site may be the lowest property in the vicinity. A regional storm water facility may need to be incorporated into the project design and could be used to satisfy project landscaping.

Section 9 Site Specific ConsiderationsApplicant Acceptance by Initial 

1. Applicant agrees to provide a letter from the Salem Canal Company and any other affected irrigation company indicating that any proposed or future development will not inhibit their ability to provide irrigation water to downstream users.
2. Applicant agrees to address, at a minimum, the following issues during the development review process:
 - a. Provision of a complete utility plan including an indication of the nearest fire hydrants with adequate fire flow, water lines, sewer lines, power lines, and all private utilities.
 - b. A plan for traffic circulation, pedestrian circulation, and parks and open space areas.
 - c. The method of providing storm drainage for the property in the annexation. Applicant will need to retain on site the twenty four (24) hour, twenty five (25) year storm event. Applicant will need to obtain a discharge permit from the State for any proposed discharge of storm water.
 - d. Applicant will appropriately mitigate any potential areas of jurisdictional wetlands as defined by the Army Corps of Engineers.
 - e. Applicant will work with the City Engineer to install the correct size of infrastructure to provide the appropriate level of service for the property in the annexation. Applicant is aware that there may be necessary upgrades to the infrastructure that will be the responsibility of Applicant.
3. Applicant agrees to provide a trail system and other alternative modes of transportation that will allow safe movement for pedestrians on and through the project site. The trails on site may be considered an on-site amenity, but must be designed to provide non-motorized access to the project site and through the project site to the other medical facilities in the vicinity for residents residing east and south of the annexation.
4. The annexation is located along a major roadway (State Route 198) classified as an arterial status road in Payson City. The property is highly visible to the traveling public and will create an impression of the City. Applicant agrees to complete improvements along the roadway including substantial landscaping, an entrance feature, and other aesthetic features that will create an attractive streetscape that can be continued on adjacent properties.
5. The Salem Canal Company has irrigation facilities currently traverse the property included in the annexation. Improvement of the property will impact the existing irrigation system. Applicant agrees to satisfy the requirements of the Salem Canal Company including the relocation of irrigation facilities, piping of ditches, and other similar improvements. Furthermore, if there are any private irrigation facilities within the annexation area, Applicant agrees to coordinate with the irrigation user(s) to ensure that development of the site will not inhibit the delivery of irrigation water to downstream users.
6. Applicant has provided a letter from the Strawberry Electric Service District indicating that there are no District facilities in the annexation, but that there are facilities adjacent to the annexation. Applicant agrees to satisfy all of the requirements of the agreement reached between Payson City and the Strawberry Electric Service District on March 25, 1998. Applicant will provide a signed consent to serve agreement between Payson City and Strawberry Electric Service District. The consent agreement must hold harmless Payson City from any future payment of fees or reimbursement.
7. City may require limits of disturbance plans to be provided along water courses and bodies, steep slopes, wetlands, view sheds, and other environmentally sensitive areas.

HOLDAWAY ANNEXATION AGREEMENT

July 5, 2006

Section 10 Reserved Legislative Powers

Applicant Acceptance by Initial _____

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

Section 11 Development Approval and Compliance with City Design and Construction Standards

Applicant Acceptance by Initial _____

Applicant expressly acknowledges and agrees that nothing in this Annexation Agreement shall be deemed to relieve Applicant from the obligation to comply with all applicable requirements of City necessary for approval of future development proposals. Any development approval shall include the payment of fees and be in compliance with all other applicable ordinances, resolutions, regulations, policies and procedures of Payson City, including but not limited to, the Payson City Subdivision Ordinance, Zoning Ordinance, and Design Guidelines and Standard Specifications.

Section 12 Agreement to Run With the Land

Applicant Acceptance by Initial _____

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

Section 13 Assignment

Applicant Acceptance by Initial _____

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

Section 14 No Joint Venture, Partnership or Third Party Rights

Applicant Acceptance by Initial _____

This Annexation Agreement does not create any joint venture, partnership, undertaking or business arrangement between the parties hereto, nor any rights or benefits to third parties. This Annexation Agreement contains the entire agreement with respect to the subject matter hereof and integrates all prior conversations, discussions, or understandings of whatever kind or nature and may only be modified by a subsequent agreement, in writing, duly executed by the parties hereto.

Section 15 Severability

Applicant Acceptance by Initial _____

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

(Signature Page to Follow)

DATED this 5th day of July, 2006.

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By:

Steven Dewey,
Petitioner

Burtis Bills,
Mayor of Payson City

ATTEST:

Jeanette Curtis
Jeanette Curtis
Payson City Recorder



STATE OF UTAH)
 : ss.
COUNTY OF UTAH)

On this 14th day of December, 2006, personally appeared before me, a Notary Public in and for the State of Utah, STEVEN DEWEY, the signer of the above instrument, who duly acknowledged to me that they executed the same.

Pamela B. Knight
NOTARY PUBLIC

