


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



ENT 74452:2019 PG 1 of 42  
JEFFERY SMITH  
UTAH COUNTY RECORDER  
2019 Aug 06 1:57 pm FEE 40.00 BY MA  
RECORDED FOR PAYSON CITY CORPORATION

## HOLDAWAY-PLEASANT FLATS ADDITION ANNEXATION AGREEMENT

THIS ANNEXATION AGREEMENT ("Agreement") is entered into by and between Payson City, a Municipal Corporation (hereinafter, "Payson City" or the "City"), South Haven Development, LC represented by Jeff Southard (hereinafter, "Developer" or "Sponsor"), and the undersigned Property Owners (hereinafter, "Petitioners"), to set forth the terms and conditions under which Payson City will annex certain land owned by Petitioners, consisting of approximately 43.61 acres located in unincorporated Utah County, Utah, located south of S.R. 198 and north of 100 South between approximately 1300 East and 1500 East, as further defined below, and known herein as the Holdaway-Pleasant Flats Addition, The City, Sponsor, and Petitioners are sometimes collectively referred to in this Agreement as the "Parties" or individually as a "Party".

Included in the 43.61 acre Property annexation are the following parcels identified by the Utah County Parcel number and the associated acreage: Parcel #1: 30:030:0068, 3 acres, Parcel #2: 30:030:0069, 30.88 acres, and Parcel #3: 30:030:0085, with 5.50 acres.

### RECITALS

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

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

C. The annexation and the content of this Agreement are intended to be consistent with the Payson City General Plan, the East Side Comprehensive Plan ("ESCP"), and the Payson City Annexation Policy Plan.

D. The Payson City Council has authorized the negotiation of and adoption of an annexation agreement that advances the policies, goals, and objectives of the Payson City General Plan, and preserve and maintain the atmosphere desired by the citizens of Payson, Utah. Moreover, the Parties have voluntarily agreed to the terms of this Agreement and hereby acknowledges the obligations to complete the annexation and improve the property in a manner consistent with the approval of the city council, the East Side Comprehensive Plan, and the applicable regulations of the Payson City Municipal Code.

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E. Consistent with the foregoing authorization and the provisions of Utah State law, the City's governing body has authorized execution of this Agreement by Ordinance No. 06-19-2019 A, a copy of which is attached to this Agreement as Exhibit "B".

**AGREEMENT**

**NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS, CONDITIONS AND CONSIDERATIONS THAT ARE MORE FULLY SET FORTH BELOW, CITY, ANNEXATION SPONSOR, AND PETITIONERS HEREBY AGREE AS FOLLOWS:**

- I. Recitals.** The recitals set forth above are incorporated herein by this reference.
- II. Exhibits.** The Exhibits and attachments are intended to be included as if in the body of this Agreement and regulated as such:

Exhibit "A" – The Annexation Plat  
 Exhibit "B" – Adopting Ordinance  
 Exhibit "C" – Land Use and Infrastructure Plan  
 Exhibit "D" – Legal Description

**III. Definitions**

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

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**IV. Existing Uses**

The Parties agree the annexation area consists of 43.61 acres presently used for agricultural uses and one residential dwelling. A land use inventory has been generated that indicates the existing uses of the property. The existing use of each property is included in the table below. Following annexation, all land uses, including the keeping of animals, must comply with the ordinances, resolutions and policies of Payson City. If there are uses in the annexation area that are not consistent with the Payson City Municipal Code, the Property Owner must demonstrate that the use legally existed prior to annexation in order to request to continue the use after annexation. Upon receipt of acceptable proof, the City Council may allow the use to continue as a non-conforming use until the property is further developed.

Utah County Parcel	Owner	Acres	Existing Uses
30:030:0068	Bar K Development LC	3.00	Vacant; Cropland, pasturing
30:030:0069	Pleasant Flats Properties LC	30.88	Vacant; Cropland, pasturing
30:030:0085	W Richard and Yvonne S Holdaway	5.50	Single Family Home, Agricultural buildings.

After annexation, animals must be kept in accordance with Title 6, Animal Control Ordinance and the Property Owner is responsible to maintain the animals in a manner that does not create a nuisance as defined in Utah Code and the Payson City Municipal Code. The Animal Control Ordinance addresses pre-existing animal rights and allowable animal units following annexation.

**V. Zoning Designation, East Side Comprehensive Plan, and Specific Plan**

The Parties agree that by ordinance, the Payson City Council has approved and adopted the Holdaway-Pleasant Flats Addition. The Parties agree that all properties within the annexation are subject to the respective zones shown on the Land Use and Infrastructure Plan and shall comply with the respective Payson City Ordinance and the provisions in the East Side Comprehensive Plan (ESCP). This includes 7.69 acres in the PO-1, Professional Office Zone, 11.08 in the GC-1, General Commercial Zone, 10.59 acres in the RMF-20, Residential Multi-Family Zone, with a density not to exceed twenty (20) units per acre, and 11.71 acres in the RMF-15, Residential Multi-Family Zone, with a density not to exceed twelve (12) units per acre. As demonstrated in the ESCP, the intention of the commercial property is to create a commercial village that will provide services for the surrounding area. It is anticipated that once the region is built out, the intersection of SR-198 and the proposed Nebo Beltway will be a high volume intersection. Given that much of this growth has not yet materialized, preservation of the commercial corridor near the intersection is needed to support future regional residential growth. Development on the commercial property shall include a layout that provides for productive commercial use throughout the property.

Parties agree that the property in the annexation will develop in accordance with the land use designations shown graphically in the Land Use Plan and their corresponding densities listed above. All development must satisfy the applicable requirements of federal, state, and local law, the Payson City Municipal Code, including the Zoning Ordinance, Subdivision Ordinance,

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Sensitive Lands Ordinance, ESCP, and the Development Guidelines of Payson City enacted at the time of submission of a complete land use application.

**VI. Land Use and Infrastructure Plan**

The Land Use and Infrastructure Plan (“Land Use Plan”) represents a planning framework for the future growth and development of the Annexation Area. The Land Use Plan is adopted into this Agreement and includes the following information:

- Plan Area Description
- Existing Uses
- Payment of Property Taxes and Rollback Taxes
- Water Rights
- Impact Fees
- Performance Guarantees
- Existing and Required Utilities (culinary water, sewer, telephone, cable, internet, and natural gas, power, and pressurized irrigation)
- Conveyance of Right-of-Way
- Irrigation ditches
- Drainage Facilities
- Land Use
- Environmental Hazards
- Transportation and Circulation
- Current Zoning

**Existing Infrastructure and Future Development**

The Land Use Plan indicates there is limited infrastructure in the annexation area and land uses of the surrounding properties include agricultural uses and livestock grazing. As the Annexation Area develops adequate infrastructure connection locations in Payson will be determined. Additional development will require extending existing utilities and infrastructure to the development project property. There may also be significant upgrades to existing utility systems and potentially installation of new systems. The costs associated with designing, installing and extending the existing utilities and infrastructure systems will be borne by various entities, including Petitioners, Property Owners, Developers, and Builders, with coordination assistance from Payson City, where appropriate. At the time of development, the City shall participate in the cost of upsizing of such municipal service(s) for system improvements, but not for required improvements, as outlined in this Agreement.

Also, at the time of development should the Applicant or Property Owner extend municipal services along the frontage of undeveloped properties in order to reach the proposed development, the City may allow the Applicant or Property Owner to enter into a reimbursement agreement with the City for the collection of reimbursement of a pro rata portion of the original costs of the extension of the municipal services past the undeveloped properties from future developers or owners at such time as new connection(s) to the extended services are requested. Reimbursement will be consistent the Utility Services Ordinance, which includes a reimbursement period of ten (10) years, unless extended by the city council.

**HOLDAWAY-PLEASANT FLATS ADDITION ANNEXATION AGREEMENT**Land Use and Density

The zoning designation density is calculated on a gross acreage basis, except as noted herein. Refer to Exhibit “C” – Land Use and Infrastructure Plan for a graphic representation of the land uses. Each land use designation is further described in the Land Use Plan.

Transportation, Roads, Circulation, and Access

The transportation system must provide proper connectivity through the grid system. The roads and streets developed in the Annexation Area shall be constructed in such a manner as to satisfy the Payson City Development Guidelines. Any development shall include active transportation facilities that will allow safe movement of pedestrians through the Annexation Area. This shall include trails, bike lanes, recreation facilities, and improvements at public transit locations. Applicant, or assignee, shall be responsible to dedicate the required right of way and complete improvements as outlined in the Land Use and Infrastructure Plan, the Payson City Development Guidelines, and all other applicable laws and regulations.

Wastewater System

Development within the annexation area will require the installation of supplementary sewer facilities. Applicants are required to participate in a larger wastewater system designed to benefit multiple landowners. Sewer must be served by off-site regional lift station to avoid multiple force mains in the roadways and maintenance concerns. Individual systems, if approved by the City, will be owned and maintained by the Applicant, Property Owner, or Developer, as applicable.

Electrical Considerations

Following annexation, and as a condition of annexation, Payson City shall provide all electrical service to the annexed area, unless otherwise agreed to in writing by Payson City. Applicants will take all steps necessary to effect a transfer of electrical service to Payson City at such time as Payson City shall direct upon or after annexation. No development, as defined in Section III herein, will be approved until such transfer of electrical service has been completed. Applicant agrees to reimburse Payson City for all amounts paid by Payson City to South Utah Valley Electric Service District (dba SESD) pursuant to Section 10-2-421 Utah Code Annotated, which may include payment to SESD for existing customers and facilities in the annexed area. Payson City currently provides electrical service to the existing structures on the site and is not aware of any SESD facilities on the site. Provision of electrical service for existing and future electrical customers must satisfy the regulations of federal, state and local law or ordinance, and any other service provider obligations. Applicants and City will work together to secure easements or needed land dedication to provide connection to the Payson Power electrical system.

Trails and Open Space

Development of the Annexation Area will include open space, active recreation, and trails to accommodate the needs of the additional residential development within the annexed area. The design of parks and open space will not include wetlands and storm water basins to

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satisfy the minimum open space requirement. Trails will need to be accommodated as outlined in the ESCP, Trails Master Plan, and General Plan. All parties are apprised that the RMF, Residential Multi-Family Zone includes a required percentage of open space, which is in addition to any public park level of service requirements.

Water Transfers

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

Municipal Utility Connections

Applicants agree that all municipal utility services required at the time of development shall be installed by the Applicant and all impact, connection and related development fees shall be paid when development occurs. Existing structures shall be connected to municipal utility services when the municipal utility service(s) is/are within 300 feet of the existing structure or when the parcel on which the structure is located is developed, as determined by City. All applicable impact, connection and related development fees shall be those fees in place at the time an application for development is submitted or when the existing structures are required to connect to the municipal utility services.

**VII. Compliance with Land Use and Development Ordinances and Regulations**

Nothing in this Agreement shall be deemed to relieve Petitioners, Property Owners, or Applicants from the obligation to comply with all applicable federal, state, and local law and requirements of City necessary for approval of future development proposals, nor does it in any way indicate approval of any land use application or business license. Development approval shall include the payment of applicable fees and comply with all other applicable ordinances, resolutions, regulations, policies and procedures of Payson City, including but not limited to, the Payson City Zoning Ordinance, Subdivision Ordinance, and Development Guidelines.

In addition to the restrictions set forth in the standard land use codes adopted by the city that list permitted and conditional uses, the Parties have determined that the following uses shall not be permitted within the annexation area:

- Automobile and passenger truck sales
- Recreational vehicle and travel trailers
- Marine craft sales, rental, and accessories
- Marine craft service
- Motorcycles, snowmobiles, and off-road vehicle sales
- Lumber yards

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- Heating and plumbing equipment (retail)
- Paint, glass, and wallpaper (retail)
- Electrical and lighting supplies (home improvement & hardware stores are permitted)
- Garage door sales and accessories
- Landscaping services and products
- Plumbing, heating and air conditioning services
- Electrical contracting services
- Carpentry and woodwork
- Roofing services
- Automobile repair \*note: auto lube and tune-up is permitted
- Auto body work and restoration
- Automobile detailing (permitted as incidental use)
- Machine repair
- Small engine repair
- Radio and television repair services (permitted as incidental use)
- Watch, clock, and jewelry repair services (permitted as incidental use)
- Reupholstery and furniture repair services (permitted as incidental use)
- Towing services – no impound

In any area zoned PO-1, the parties agree that the following land uses shall not be permitted, notwithstanding Payson City's adopted land use code:

- Credit reporting, adjustment, and collection services
- Call centers, telemarketing, and phone research businesses
- Wholesale trade

**VIII. Entire Agreement**

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

**IX. Reserved Legislative Powers**

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

**X. Agreement to Run With the Land**

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

**XI. Assignment**

Neither this 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

**HOLDAWAY-PLEASANT FLATS ADDITION ANNEXATION AGREEMENT**

responsibilities under this Agreement and without the prior written consent of City, which shall not be unreasonably withheld.

**XII. No Joint Venture, Partnership or Third Party Rights**

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

**XIII. Amendment**

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

**XIV. Severability**

If any part or provision of this 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.

**XV. Default**

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

**XVI. Dispute Resolution**

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

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

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

If the mediator or mediation panel cannot resolve the dispute within ninety (90) days from the date of a final determination by the committee, the dispute may be brought before a



**HOLDAWAY-PLEASANT FLATS ADDITION ANNEXATION AGREEMENT**

court or other tribunal on the basis of a de novo review. A matter may only proceed to court after exhausting the above procedures.

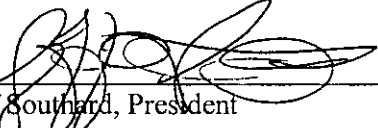
**XVII. Effective Date**

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

(Signature Pages to Follow)

HOLDAWAY-PLEASANT FLATS ADDITION AGREEMENT

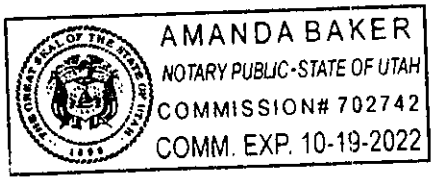
ACKNOWLEDGEMENT BY ANNEXATION SPONSOR AND PETITIONERS

  
\_\_\_\_\_  
Jeff Southard, President  
South Haven Development, LC

STATE OF UTAH     )  
                              : ss  
COUNTY OF UTAH    )

On the 29<sup>th</sup> day of July, 2019, before me Amanda Baker, a Notary Public in and for the State of Utah, Jeff Southard, proved on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged to me that they executed the same.

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



  
\_\_\_\_\_  
NOTARY PUBLIC

HOLDAWAY-PLEASANT FLATS ADDITION AGREEMENT

ACKNOWLEDGEMENT BY ANNEXATION SPONSOR AND PETITIONERS

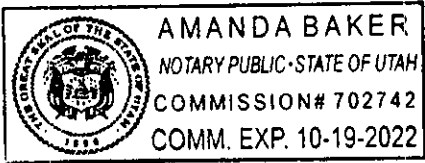
W. Richard Holdaway  
W. Richard Holdaway  
Title: Manager  
Pleasant Flats Properties, LC

Yvonne Holdaway  
Yvonne Holdaway  
Title: Manager  
Pleasant Flats Properties, LC

STATE OF UTAH     )  
                                      : ss  
COUNTY OF UTAH    )

On the 29<sup>th</sup> day of July, 2019, before me Amanda Baker, a Notary Public in and for the State of Utah, W. Richard & Yvonne Holdaway proved on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged to me that they executed the same.

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



Amanda Baker  
NOTARY PUBLIC

HOLDAWAY-PLEASANT FLATS ADDITION AGREEMENT

ACKNOWLEDGEMENT BY ANNEXATION SPONSOR AND PETITIONERS

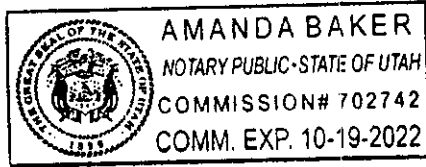
Yvonne S. Holdaway  
Yvonne S. Holdaway, Property Owner  
Parcel ID#: 30:030:0085

W. Richard Holdaway  
W. Richard Holdaway, Property Owner  
Parcel ID#: 30:030:0085

STATE OF UTAH )  
: ss  
COUNTY OF UTAH )

On the 29 day of July, 2019, before me Amanda Baker, a Notary Public in and for the State of Utah, Yvonne S. Holdaway proved on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged to me that they executed the same.

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

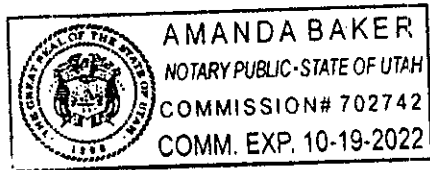


Amanda Baker  
NOTARY PUBLIC

STATE OF UTAH )  
: ss  
COUNTY OF UTAH )

On the 29<sup>th</sup> day of July, 2019, before me Amanda Baker, a Notary Public in and for the State of Utah, W. Richard Holdaway proved on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged to me that they executed the same.

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



Amanda Baker  
NOTARY PUBLIC

HOLDAWAY-PLEASANT FLATS ADDITION AGREEMENT

ACKNOWLEDGMENT BY PAYSON CITY

*William R Wright*  
William R. Wright, Mayor  
Payson City Corporation

Attest:

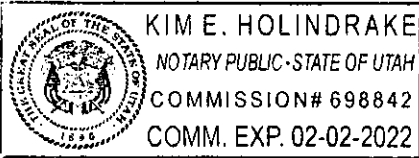
*Kim E Holindrake*  
Kim E. Holindrake,  
Payson City Recorder



STATE OF UTAH )  
                              : ss  
COUNTY OF UTAH )

On this 23<sup>rd</sup> day of July, 2019, before me Kim E. Holindrake, a Notary Public, personally appeared WILLIAM R. WRIGHT, proved on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged to me that she executed the same.

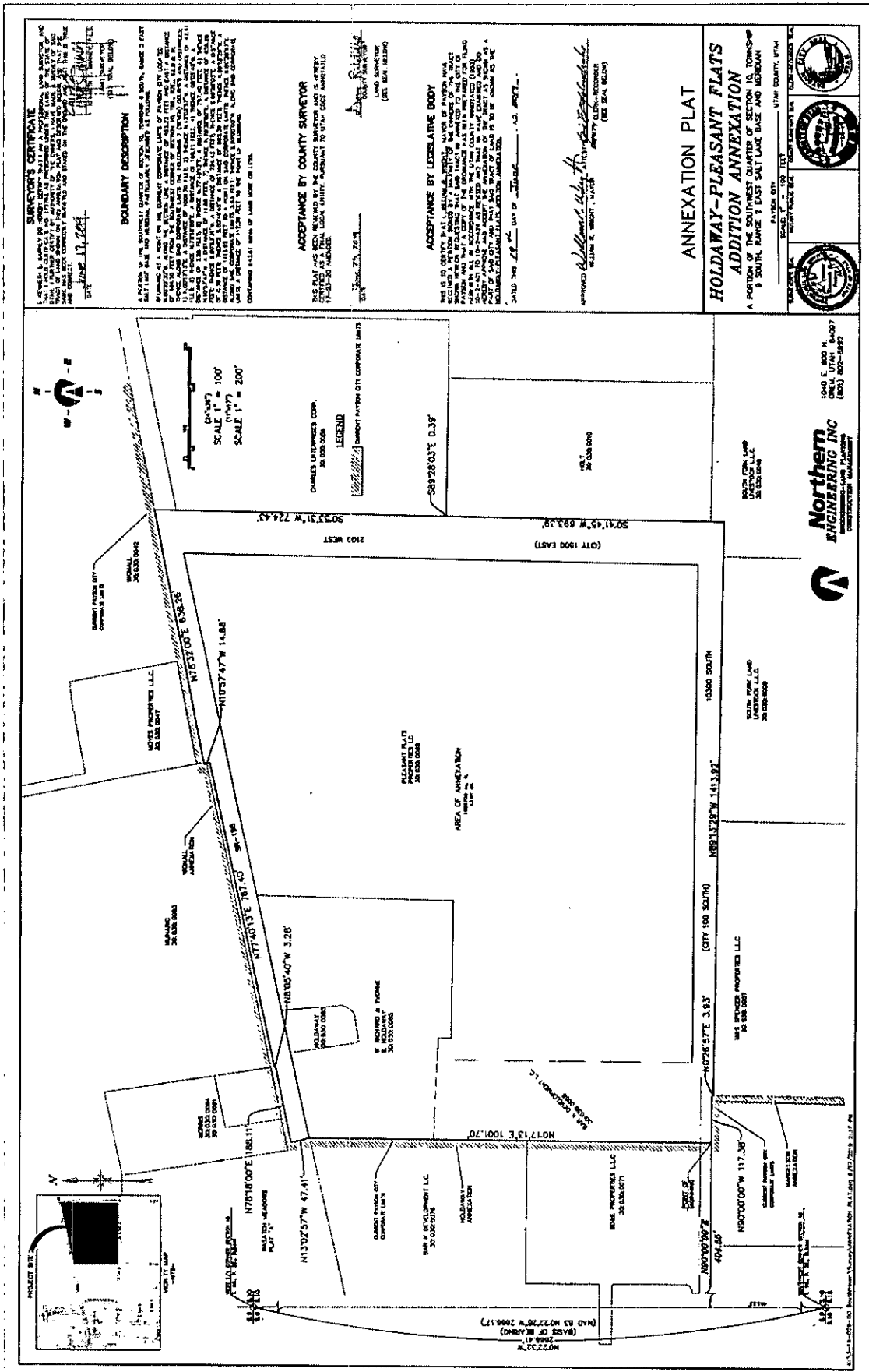
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



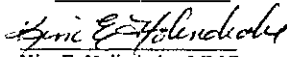
*Kim E Holindrake*  
NOTARY PUBLIC

# Exhibit "A"

## The Annexation Plat



**Exhibit "B"**  
Adopting Ordinance

  
Kim E. Holindrake, MMC  
Payson City Recorder

**ORDINANCE NO. 06-19-2019 A**

**AN ORDINANCE ANNEXING APPROXIMATELY 43.61 ACRES EXTENDING THE MUNICIPAL BOUNDARIES OF PAYSON, UTAH TO INCLUDE PARCELS INCLUDED IN THE HOLDAWAY-PLEASANT FLATS ADDITION ANNEXATION, AND ZONING THE PROPERTY, AND AMENDING THE OFFICIAL ZONING MAP OF PAYSON CITY.**

**WHEREAS**, Payson City received an Application for Annexation of the Holdaway-Pleasant Flats Addition Annexation area property identified by the Utah County Parcel number and the associated acreage: Parcel #1: 30:030:0068, 3 acres, Parcel #2: 30:030:0069, 30.88 acres, and Parcel #3: 30:030:0085, with 5.50 acres on February 7, 2019; and,

**WHEREAS**, the Payson City Council accepted a petition for the Holdaway-Pleasant Flats Addition Annexation for further review on November 16, 2016, pursuant to Section 10-2-403, et seq. Utah Code Annotated, 1953, as amended, and the petition satisfied the requirements of the above-stated section; and,

**WHEREAS**, no qualified protests were filed with Payson City or Utah County pursuant to Section 10-2-407, Utah Code Annotated, 1953, as amended, and the petition was certified by the Payson City Recorder on December 1, 2016, and a notice was published and mailed pursuant to the requirements of Section 10-2-406, Utah Code Annotated, 1953, as amended; and,

**WHEREAS**, a public hearing was held on March 13, 2019, pursuant to Section 10-2-407(3)(b)(ii), Utah Code Annotated, 1953, as amended; and,

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

**WHEREAS**, the East Side Comprehensive Plan containing the Holdaway-Pleasant Flats Addition Annexation, (Exhibit "A"), has been prepared and represents a planning framework for the future growth and development of the approximate 214 acres in the Annexation Area; and,

**WHEREAS**, the City Council has reviewed the East Side Comprehensive Plan prepared to provide a planning framework for the future growth and development of the approximately 214 acres in the Annexation Area; and,

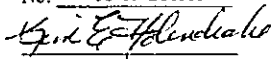
**WHEREAS**, the City Council determined that the annexation is a logical extension of the municipal boundaries and will further the goals of the Payson City General Plan;

**WHEREAS**, the City Council finds that proposed zoning is consistent with the Payson City General Plan, the East Side Comprehensive Plan, and Payson City planning principles. The zoning includes 7.69 acres in the PO-1 "Professional Office" zone, 11.08 in the GC-1 "General Commercial" zone, 10.59 acres in the RMF-20 "Residential Multi-Family zone, with a density not to exceed twenty (20) units per acre, 8.71 acres in the RMF-15 "Residential Multi-Family" zone with a density not to exceed twelve (12) units per acre, and three additional acres in the PO-1 "Professional Office" zone; and

**WHEREAS**, the City Council finds that requiring the annexation petitioners to enter into an Annexation Agreement (Exhibit "B") setting forth further terms and conditions of the Annexation will benefit and further the goals of Payson City.

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





Kim E. Holiindrake, MMC  
Payson City Recorder

**ANNEXATION APPROVAL.** The Property of the Holdaway-Pleasant Flats Addition Annexation is hereby annexed into the corporate limits of Payson City, Utah according to the Holdaway-Pleasant Flats Addition Annexation Plat executed in substantially the same form as is attached hereto as Exhibit "C" and according to the conditions that the annexation Applicants to enter into an Annexation Agreement executed in substantially the same form as is attached hereto as Exhibit "B" specifying further the terms and conditions of the Holdaway-Pleasant Flats Addition Annexation, between the City and Applicants, to be recorded concurrently with the Annexation Plat.

**ANNEXATION AGREEMENT.** The Council hereby authorizes the Mayor to execute the Annexation Agreement in substantially the same form as is attached hereto as Exhibit "B" and it be recorded concurrently with the Annexation Plat.

**OFFICIAL PAYSON CITY ZONING MAP AMENDMENT.** The Official Payson City Zoning Map is hereby amended to include said Property contained in the Holdaway-Pleasant Flats Addition Annexation with the zoning that includes 7.69 acres in the PO-1 "Professional Office" zone, 11.08 in the GC-1 "General Commercial" zone, 10.59 acres in the RMF-20 "Residential Multi-Family zone, with a density not to exceed twenty (20) units per acre, 8.71 acres in the RMF-15 "Residential Multi-Family" zone with a density not to exceed twelve (12) units per acre, and three additional acres in the PO-1 "Professional Office" zone.

**COMPLIANCE WITH STATE LAW, GENERAL PLAN, AND ANNEXATION POLICY PLAN.** The City Council finds this annexation meets the standards for annexation set forth in Title 10, Chapter 2 of the Utah Code Annotated 1953 as amended, the Payson City General Plan, and The Payson City Annexation Policy Plan, and Chapter 19.12-1 et seq. Annexation, of the Payson City Code and that the underlying zoning is consistent with the Payson City General Plan.

**CONDITIONS OF APPROVAL.** The Official Zoning Map shall be amended to include the Holdaway-Pleasant Flats Addition Annexation property containing the zoning that includes 7.69 acres in the PO-1 "Professional Office" zone, 11.08 in the GC-1 "General Commercial" zone, 10.59 acres in the RMF-20 "Residential Multi-Family zone, with a density not to exceed twenty (20) units per acre, 8.71 acres in the RMF-15 "Residential Multi-Family" zone with a density not to exceed twelve (12) units per acre, and three additional acres in the PO-1 "Professional Office" Zoning Districts. The Annexation Agreement shall be fully executed and recorded with the Annexation Plat.

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

Exhibit "A" the East Side Comprehensive Plan

Exhibit "B" The Holdaway-Pleasant Flats Addition Annexation Agreement

Exhibit "C" The Holdaway-Pleasant Flats Addition Annexation Plat

Exhibit "D" The Holdaway-Pleasant Flats Addition Annexation Legal Description

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

Signature Page to Follow

This document is an exact  
copy of the original. Ord.  
No. 06-19-2019A

ENT 74452:2019 PG 18 of 42

Kim E. Holindrake  
Kim E. Holindrake, MMC  
Payson City Recorder

PASSED and ORDAINED this 19th day of June, 2019.

William R. Wright  
William R. Wright, Mayor

Attest:

Kim E. Holindrake  
Kim E. Holindrake, Deputy City Recorder



**Exhibit "C"**  
Land Use and Infrastructure Plan

## HOLDAWAY – PLEASANT FLATS ADDITION

### 1.0 INTRODUCTION

The Holdaway-Pleasant Flats Annexation Land Use Plan and Infrastructure Analysis represents a planning framework for the future growth and development of approximately 43.61 acres along SR-198 (100 North) and east of the existing hospital.



*Figure 1: Vicinity map*

The plan was developed with the general analysis of environmental conditions and it includes general land use guidelines and infrastructure analysis.

The primary purpose of the Land Use Plan and Infrastructure Analysis is to provide Payson City officials the necessary information to guide development of the 43.61 acres (39.38 Acres applicant, 3 Acres (Dr. Dewey Parcel), and existing roads around site) while creating an overview of how future infrastructure (roads, trails, water, sewer, irrigation, power, etc.) will interface with the City's existing infrastructure.

### 3.0 Plan Area Description

#### 3.1 Location

The property is located along SR-198 and 100 South (10300 South County) and approximately 1300 East to 1500 East (2100 West - County). The property consists of three parcels, Parcel ID# 30:030:0085, Parcel ID# 30:030:0069, and Parcel ID# 30:030:068. The property is shown on the attached annexation plat in the appendix.

#### 3.2 Site Characteristics

The properties have a gentle slope from 100 South to SR-198 of approximately 2 percent. The site consists of existing farmland. There is not any significant vegetation on the site with the exception of a few trees around the existing home.

### 4.0 Existing Uses

The primary use of the land has been agricultural including the pasturing of livestock. There is an existing residence on the property with several barns and out structures used in the farming operation. The existing uses of the property will be removed upon development of the property. This will include abandonment and removal of the septic system, any public utility connections, power, and abandonment of any existing wells on the property.

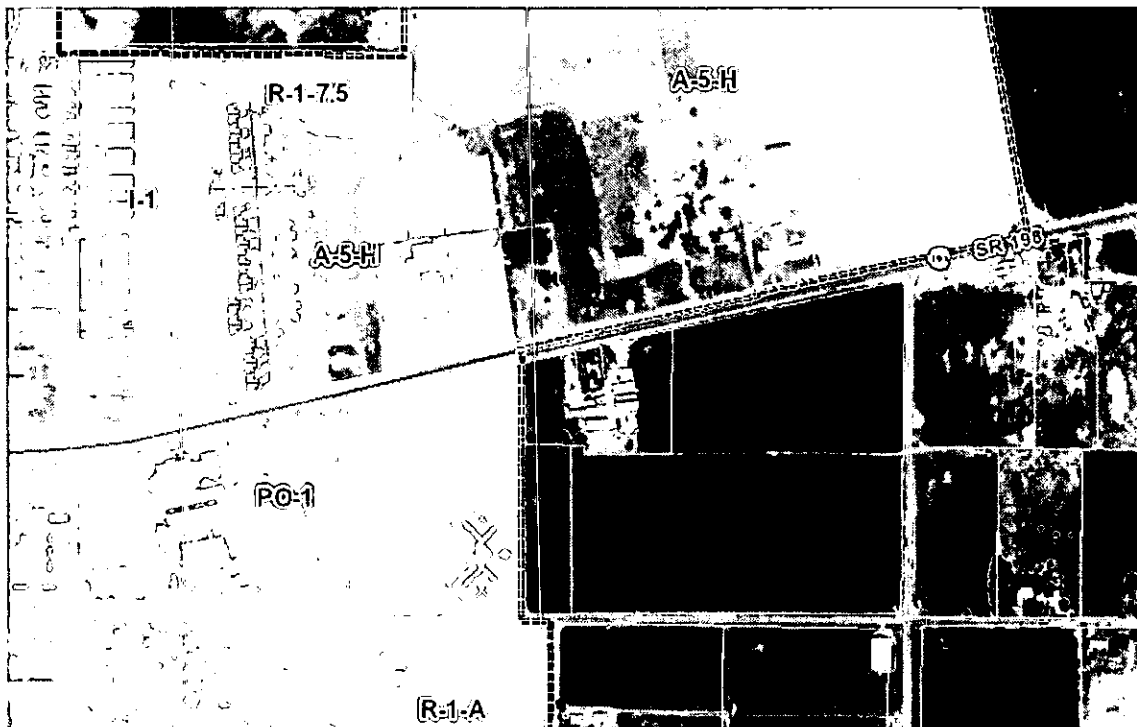


Figure 2: Current zoning map

## **5.0 Property Taxes and Rollback Taxes to be Paid**

Before each pod is developed, the applicant or developer of each pod will ensure any outstanding property taxes on the parcels which are proposed for right-of-way dedication; including any and all rollback taxes if the subject parcels are classified as “greenbelt” with the Utah County Tax Assessor. These taxes and receipt of payment in full shall be required prior to development starting.

## **6.0 Water Rights to be Conveyed at Time of Development**

Current city annexation policies require that the applicant or developer convey to Payson City sufficient water rights to meet the needs of the proposed development. At the time of annexation, no conveyance of water rights will be required. Provided, however, any further development of the annexation area will require the conveyance of water rights sufficient in amount to meet the demand for the future use. The developer or applicant acknowledge that the water rights must be conveyed at the time of development to Payson City, without cost to the city, in accordance with City’s water rights conveyance policy in effect at that time.

## **7.0 Impact Fees**

No payment of impact fees is required at the time of annexation. However, the approval of the annexation agreement and plat does not constitute a waiver of any obligation that the applicant, developer or any successor may have for the payment of impact fees required as a condition of connection to City culinary water, pressurized irrigation, sanitary sewer, power, or any future development of the annexation. Applicant acknowledges that no development approval or building permit shall be issued until all applicable fees requires by City ordinance have been paid in full at the amount then in effect.

## **8.0 Performance Guarantee Bond.**

No posting of a performance guarantee bond is required at the time of annexation. However, the approval of the annexation agreement and plat does not constitute a waiver of any obligation that the applicant or any successor may have for the posting of a performance guarantee bond required as a condition of approval of a subdivision plat or site plan. Applicant/developer at the time of development acknowledges that a land disturbance permit or building permit shall not be issued until a performance guarantee bond is posted in a form of letter of credit or cash as required by City ordinance.

## 10.0 Existing and Required Utilities

The existing property lies within unincorporated Utah County and is not serviced by city utilities with the exception that the existing dwelling is connected to Payson Power. The following sections will address the existing and future availability of each utility.

Development on this property will impact nearby properties, this impact has not been analyzed. Current facilities may be insufficient for other developments and annexations.

### 10.1 Culinary Water

Culinary water currently exists on 100 South to the west edge of the annexation property. There is also an 8" water line on the south side of SR-198 (100 North) that extends partway across the frontage of the property. The development will extend the 10" water line along 100 South to 1500 East (2100 West – County address). At the time of development, each individual pod will be required to install the water line along the exterior frontage of the parcel as well as provide two feeds into the development parcel.

An 8" water line will be extended north along 1500 East to SR 198 and connected to the existing 8" water line. The water system will also be looped through the development. The city has run a water model and determined that the system is capable of supporting this development without any additional modifications to the existing system.

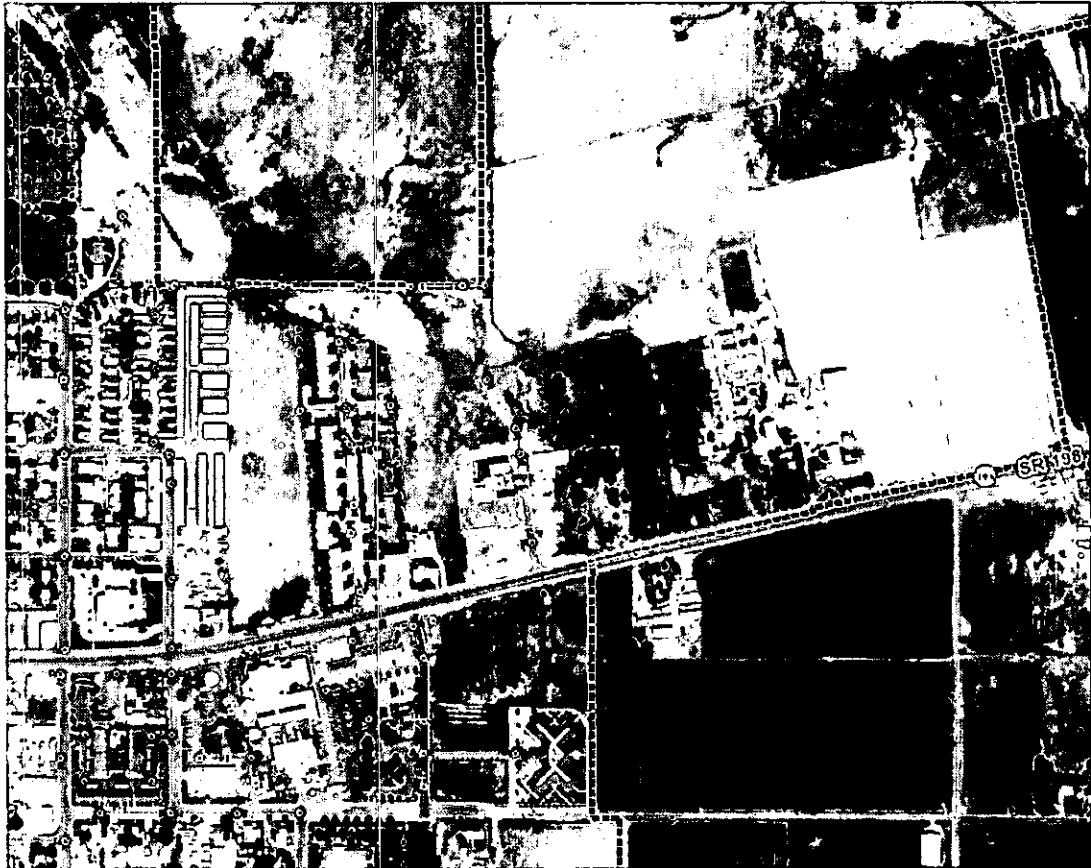


*Figure 3: Existing water system*

**Project Improvements vs System Improvements:** The pipe size for the water lines along 100 South and 1500 East (2100 West – County) may need to be increased in diameter based on demand from adjacent parcels. Considering that the upsizing of the culinary water pipes will serve the community at large, it constitutes a system improvement for which the developer who pays for the improvements is entitled to reimbursement of the increased pipe size by the city at the time the improvements are accepted by the city.

## 10.2 Sanitary Sewer

Currently, there is not any sanitary sewer servicing the parcel. The existing home is serviced by a septic system that will be removed during development of the project.



*Figure 4: Sanitary sewer system*

The project will generate an estimated 166,910 gallons per day. The proposed development will be served by the existing lift station that is constructed north of SR-198 along 1250 West.



The existing lift station was sized to take 75,000 gallons from the project. The existing 8” sewer line will be extended across SR-198 in order to service the project.

The project will need a 10” sewer line at a minimum of 0.5 percent to the lift station to serve the total project. The 8-acre parcel East of 1500 East will be serviced by this sewer and the required upsizing for this parcel as well as any additional upsizing that may be added through design will be reimbursed to the developer at the acceptance by the city. The lift station currently has capacity for 200 additional equivalent residential units (ERU) for this property. After the 200 ERU’s are developed the lift station and possibly the force main will need to be upgraded by the developer at his/ her own expense. The existing 200 ERUs were master planned for these parcels when they came into the city boundaries. Consequently, the developer is responsible for reimbursing Payson City at the time each pod is developed for the allocated 200 units and the upsizing of the lift station based on the demand of the proposed development.

The future developments will have to construct a second wet-well next to the existing facility with the capacity to service the existing capacity and the additional flows above the 200 homes from this development. The construction of the additional storage volume is the minimum that the lift station will need to be upgraded. The engineering of the lift station will need land acquisition or an easement and a more detailed analysis.

**Project Improvements vs System Improvements:** The pipe size for the sanitary sewer lines along 100 South and 1500 East (2100 West – County) may need to be increased in diameter based on demand from adjacent parcels. Considering that the upsizing of the sanitary sewer pipe will serve the community at large, it constitutes a system improvement for which the developer is entitled to reimbursement of the increased pipe size by the city at the time of acceptance by the city.

### **10.3 Telephone, Cable, Internet, and Natural Gas**

The applicant or developer is responsible for the installation of the telephone, cable, internet, and natural gas utilities. The applicant or developer is responsible for the recording of any required public utility easements (PUE) for the construction, access, and maintenance of said utilities.

### **10.4 Payson Power**

Payson Power facilities exist to the west of the property on 100 North and 100 South. The main lines will be extended on both roads to 1500 East and looped together along 1500 East. The power will be looped through the development as it is constructed to provide two feeds into the project.



*Figure 5: Power system*

## 10.5 Pressurized Irrigation

The city pressurized irrigation system currently exists on 100 South and SR-198 West of the project boundaries. Both roads have a 6" pressurized irrigation line that will need to be extended and looped along 1500 East with an 8" pressurized irrigation line. The project will loop the pressurized irrigation system through the development as it is constructed. Each project will be required to extend the lines along their exterior frontage as well as providing 2 feeds into each project.



*Figure 6: Pressurized irrigation system*

## 11.0 Conveyance of Right-Of-Way

As a condition of annexation, applicant agrees to convey to Payson City the rights-of-way and associated utility easements as necessary for the widening of SR-198, 1500 East and 100 South. The rights-of-way are based upon current city and UDOT planned road widths and the developer reserves the right to pursue reimbursement for any takings in excess of those planned road widths. Applicant shall have no obligation to construct any public improvements unless and until any improvement or development occurs on the parcel. As each project is constructed the adjacent rights-of way will be conveyed to Payson City. The conveyance shall be required as part of the subdivision plat or site plan approval.

### **11.1 SR-198 (100 North)**

SR-198 is a road owned and maintained by the Utah Department of Transportation (UDOT). SR-198 runs along the north frontage of the property.

According to UDOT Region 3, SR-198 has been master planned to include two lanes on each direction and a shared left turn lane. The road cross section includes 30" concrete curb and gutter, park-strip and sidewalk. The required right of way width is 84-foot right of way (42' half-width).

UDOT has adopted an access management program which requires a minimum of 660' spacing between public road access points. The application for new roads connecting to SR-198 need to be submitted by the City of Payson.

Private accesses to the parcels will need to have a spacing of 330 feet from edge each access. The measurement is from the edge of the proposed curb return for the road access and the edge of the curb cut for private accesses.

In order to minimize left turn conflicts along SR-198, UDOT will require any public road access to line up with the road on the north side of the road. All improvements along SR-198 will require UDOT approval. The proposed cross section of SR-198 is shown in the appendix. The treatment behind the curb and gutter will follow the city's transportation master plan. There will be a 26 foot buffer between any development improvements and the top back of curb as required by the masterplan.

### **11.2 1500 East (County road 2100 West)**

County road 2100 West (1500 East Payson) is on the eastern boundary of the property. The roadway currently is maintained and owned by Utah County. The county has indicated that they will deed ownership of the road to the city upon annexation.

The road currently is in good shape, but the installation of utilities and irrigation facilities may require the asphalt to be reconstructed. The roadway is also a part of the Provo to Nebo Corridor Study. The future roadway section will require 180-foot right of way. The appendix has the phase one and phase two sections attached. It will include trails on both sides of the future completed roadway. The development will dedicate the half width to the city for the future roadway. The roadways are required to be repaved after the utilities are installed in phase one of the development. The applicant or developer is responsible for all improvements within the half width adjacent to the annexation area. The city will provide reimbursement for any improvements required beyond the ½ width adjacent to the project, however, the applicant or developer is also responsible to reconstruct or resurface the roads, as required, due to the installation of required utilities. Patching of roadways need to conform with industry standards.

### **11.3 100 South (10300 South County)**

100 South (10300 South County) will be upgraded to a city collector street. The existing road currently is in need of maintenance with areas of cracking that exist. With the installation of utilities and the widening of the road it most likely will need to be totally reconstructed. The applicant or developer is responsible for all improvements within the half width adjacent to the annexation area. The city will provide reimbursement for any improvements required beyond the ½ width adjacent to the project, however, the applicant or developer is also responsible to reconstruct or resurface the roads, as required, due to the installation of required utilities. Patching of roadways need to conform with industry standards.

### **11.4 Interior Project Roads**

Interior Project roadways will be constructed according to City standards and following the recommendations from the Traffic Impact Study prepared by Hales Engineering on behalf of the applicant and they will be dedicated to the city for maintenance.

### **11.5 Pedestrian Facilities**

Pedestrian Facilities will be constructed to include sidewalks and trails through the development connecting to the trail system along SR-198 and 1500 East. The pedestrian plan will be consistent with the ESCP and the Payson City Trails Master Plan.

## **12. Irrigation Ditches**

Salem Canal & Irrigation Company has irrigation ditches that run along 100 South and 1500 East, which services parcels downstream of the project parcel. These ditches will need to be kept in place and piped along the project property to the downstream users. Applicant or developer acknowledges that it is their burden in full to pipe any and all gravity irrigation conveyances (ditches) open channels to the standards of Payson City and to the standards and satisfaction of the Irrigation Company or private ditch easement holders.

## **13. Drainage Facilities**

There currently is not any storm drain system that services the area.

The development will use low impact development drainage strategies to contain the storm water on site. The drainage facilities will be incorporated into the open space of the development. This will include the use of sumps, retention basins, infiltration trenches, and landscape areas to retain the water to seep into the ground or evaporate. The storm drainage retention facilities will be sized using a 100 year 24 hour storm event, or applicable regulations at the time of development. The storm drainage pipe system will

be sized using a 10 year 24 hour storm event, or applicable regulations at the time of development.

The soils report indicates the water table to be 4 feet below the existing surface. The bottom of the drainage pond shall be constructed one foot above the groundwater water table elevation.

**14. Land Use**

- a. The property is proposed to be developed with commercial, townhomes, and attached multi-family.
- b. Proposed Zoning is shown on the attached Plan in the appendix. The number of units shown is for the utility analysis only. The final numbers will be determined through the preliminary plat and site plan process of the city and shall meet all zoning requirements and additionally shall not exceed the numbers below.

ZONING	RMF-15	RMF-20	PO-1	GC-1	PO-1 OR RMF-15
<b>PRODUCT TYPES</b>	Single Family and Townhomes	Attached Multi-Family	Assisted Living, Medical Office	Commercial Buildings	To be determined
<b>ACREAGE</b>	8.71	10.59	7.69	11.08	3
<b>MAX # UNITS</b>	104	211	30,000 SF 70-100 Beds 90 Units	80,000 SF	Up to 60
<b>HEIGHT</b>	2-3 Stories	3-4 Stories	-	-	-

- c. Examples of possible product types for the residential are shown in the appendix. The product types will be more defined in each pod's preliminary site plan/plat.
- d. The development will provide open space and amenities as required by the Payson City Zoning Ordinance. The open space may also be used to meet the storm water drainage requirements if allowed by the City of Payson Zoning Ordinance.
- e. The commercial development specific details will be defined at the time of development and will follow applicable city standards and codes.

## 15. Environmental Hazards

- a. Soils Structure: The site is predominately composed of cultivated fields vegetated with alfalfa. There are existing structures on the northwest portion of the site, including a residence and several large barn/shed/shop buildings behind the residence. There are several large trees around the residence. Based upon aerial photos dating back to 1993, the site appears to have remained relatively unchanged since that time. Overall, the site is relatively flat.
- b. The soils consist of approximately 1.5 feet of topsoil (clay soils with roots). The underlining soils consist of soft to stiff clay, silty clay and sandy silt layers, and loose to medium dense clayey sand and silty sand. The ground water varied across the site from 3.9 feet to 9 feet.
- c. The geotechnical study provided to the city by CMT Engineering shows no faults in the property with the neared mapped active fault trace being about 1 mile west of the site.

## 16. Transportation and Circulation

- a. A traffic study was prepared by Hales Engineering and submitted to the city. The surrounding roads SR-198, 1500 East, and 100 South will have limited access from the development to include only public street access at the approved spacing. The development will consist of local streets that extend into the development from the surrounding roads. Specific details will be addressed at the time of development. Streets and access will be consistent with the applicable city design standards and ordinances.
- b. As the project develops, a complete streets system will be implemented. This system will ensure that the network of streets will safely and comfortably accommodate all users, including motorists, bicyclists, and pedestrians. Trails will also be incorporated into the project. All streets and trails will comply with the Americans with Disabilities Act requirements.
- c. Street design will follow the principals of grid system for the main backbone streets in the project that are shown on the zoning map. The layout of the streets in the development parcels will not have to follow a grid system. Access to neighboring properties will be done in a way that doesn't block access or limit



ability to access neighboring properties. This will be addressed at the time of development of the adjacent pods of the development.

### **17. Current Zoning of Subject Property and Neighboring Properties**

- a. The current zoning of the property is Utah County RA-5.
- b. The surrounding zoning is shown on the Land Use Plan in the appendix.

### **18. Annexation a Benefit to Applicants**

Applicants and Payson City acknowledge that the City is not required to approve the annexation and that the terms and conditions of the annexations are reasonable and entered into freely and voluntarily.

Further, applicants hereby acknowledge that the conditions of annexation as set forth on this document follow the terms of the Payson City Municipal Code and Impact Fee Ordinance and does not constitute a taking as defined pursuant to the terms of UCA 10-9a-103(6), 1953, as amended.

**APPENDIX**

EXHIBIT A:	ANNEXATION PLAT
EXHIBIT B:	LAND USE PLAN
EXHIBIT C:	ROAD CROSS SECTION SHEET 1 OF 2
EXHIBIT D:	ROAD CROSS SECTION SHEET 2 OF 2
EXHIBIT E:	PROPOSED UTILITY PLAN
EXHIBIT F:	RESIDENTIAL DEVELOPMENT EXAMPLE
EXHIBIT G:	RESIDENTIAL DEVELOPMENT EXAMPLE

EXHIBIT A: ANNEXATION PLAT

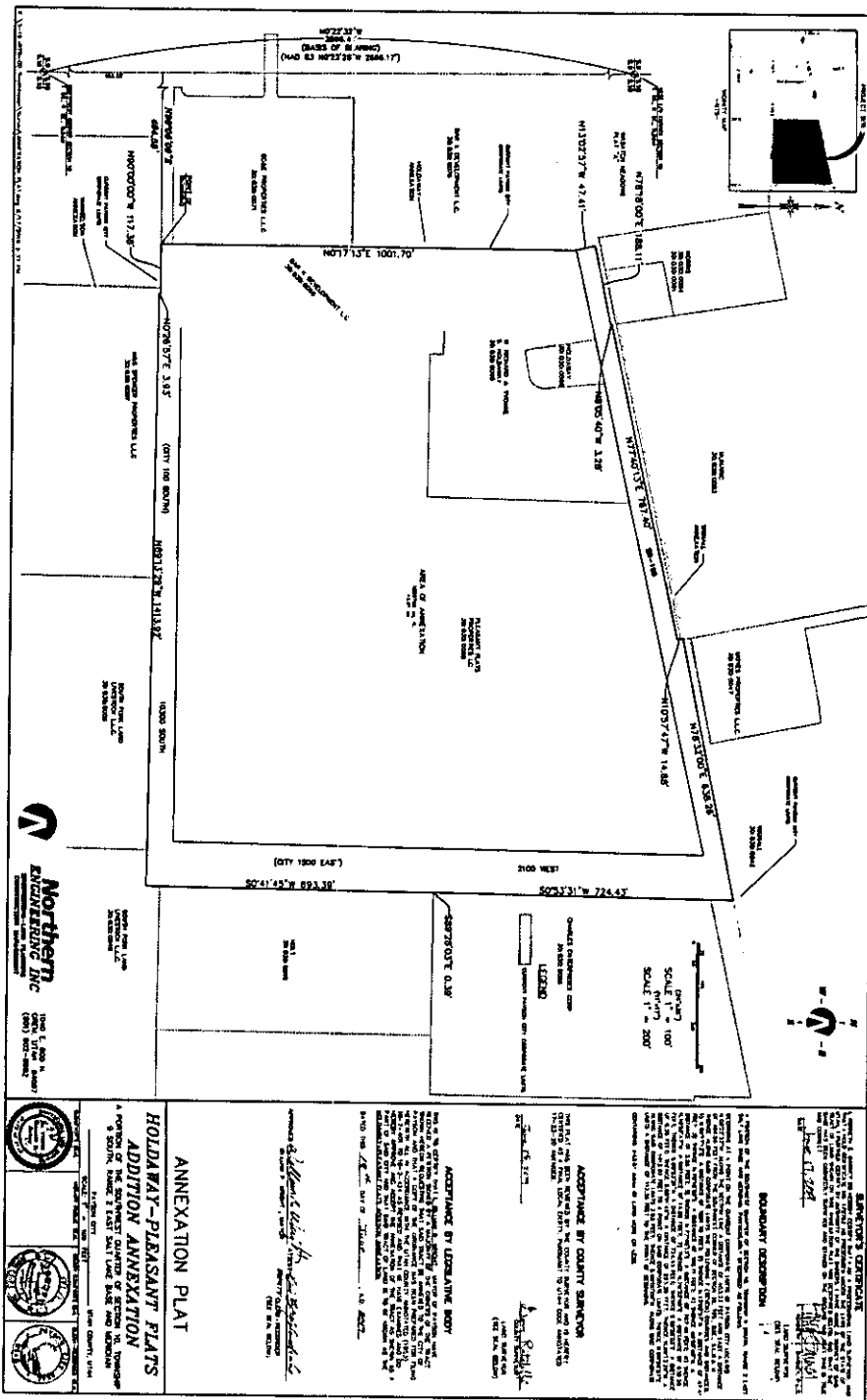


EXHIBIT B: LAND USE PLAN

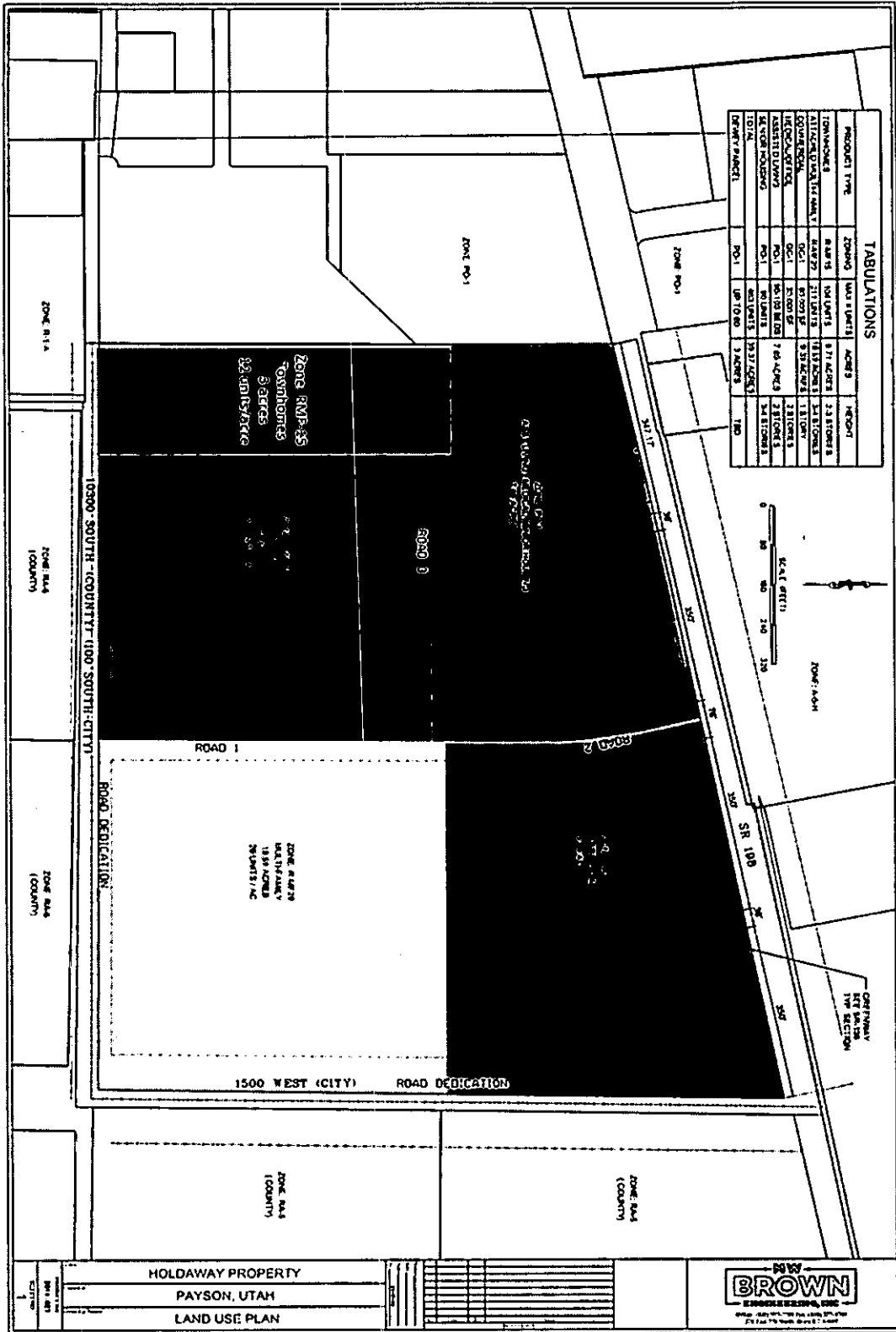


EXHIBIT C: ROAD CROSS SECTION SHEET 1 OF 2

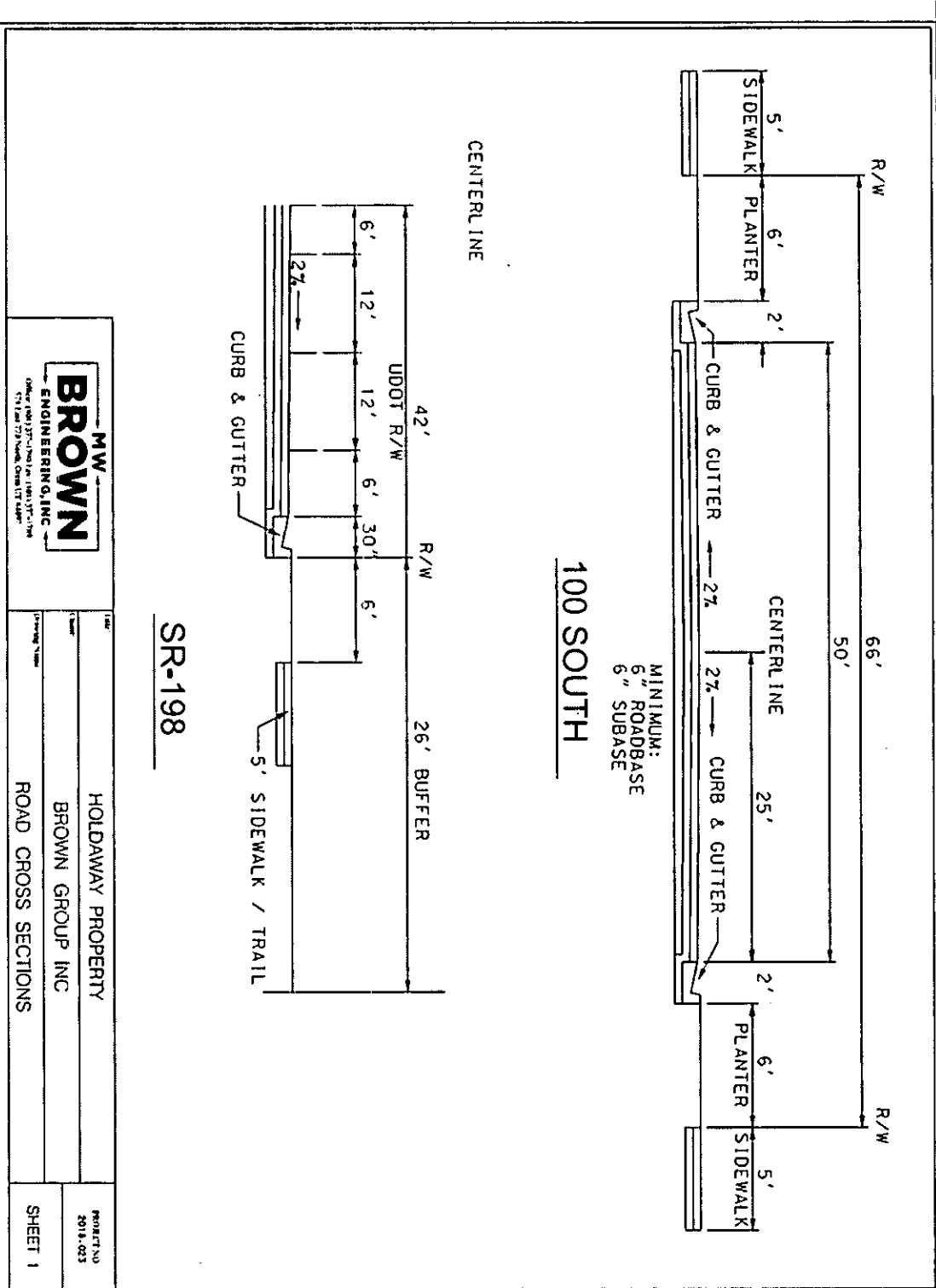


EXHIBIT D: ROAD CROSS SECTION SHEET 2 OF 2

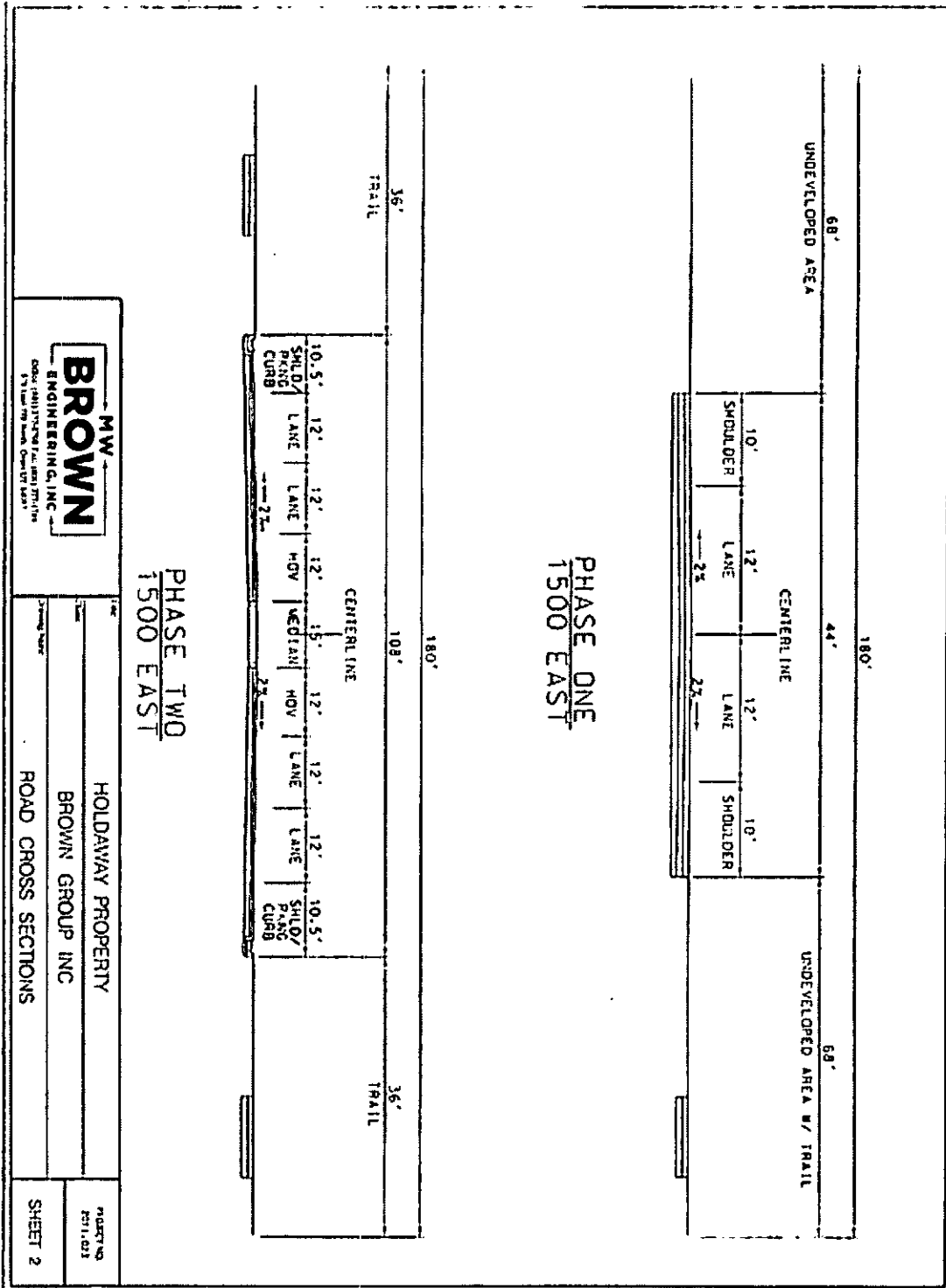


EXHIBIT E: PROPOSED UTILITY PLAN

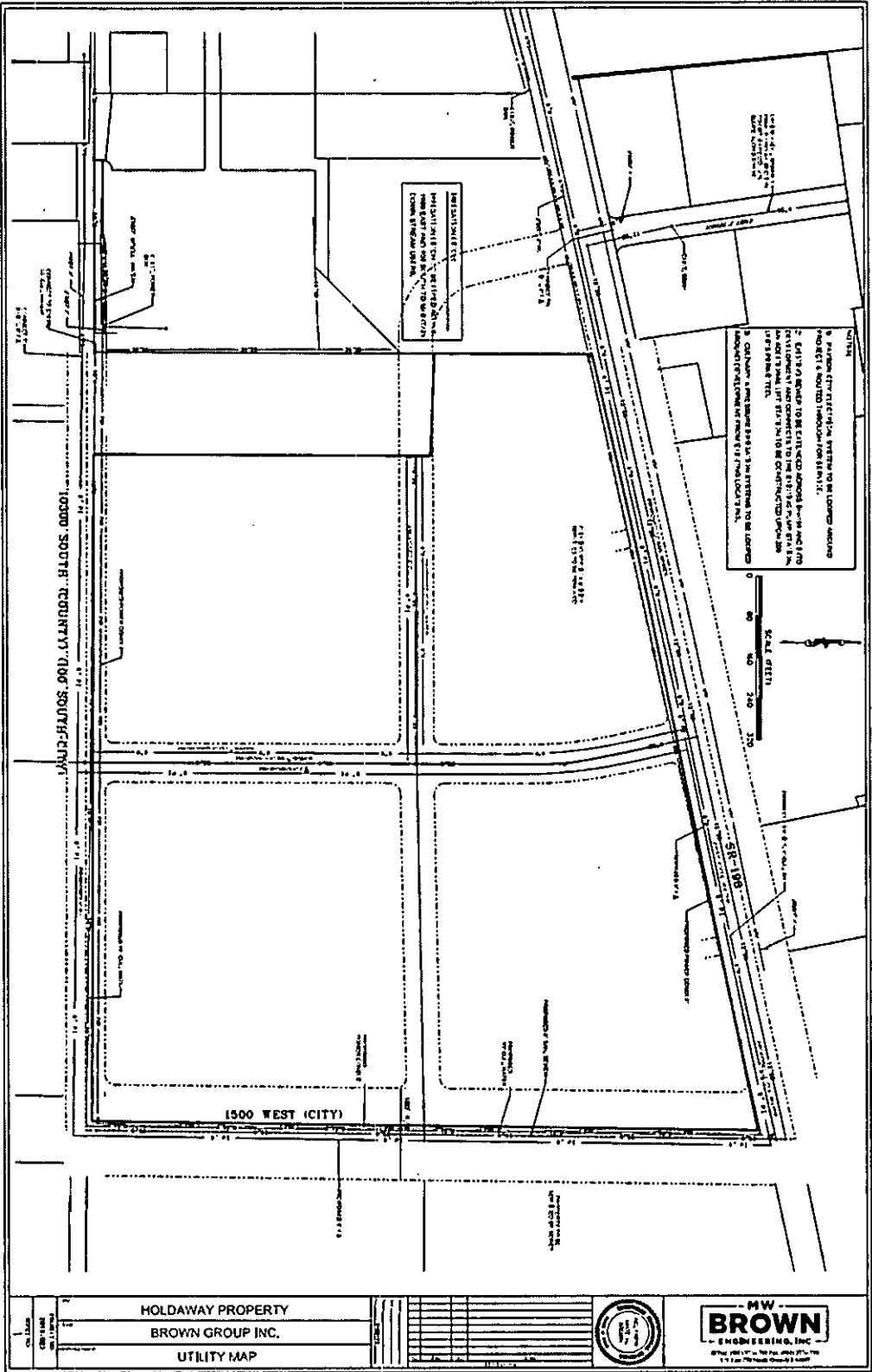


EXHIBIT F: RESIDENTIAL DEVELOPMENT EXAMPLE

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# TOWNHOMES

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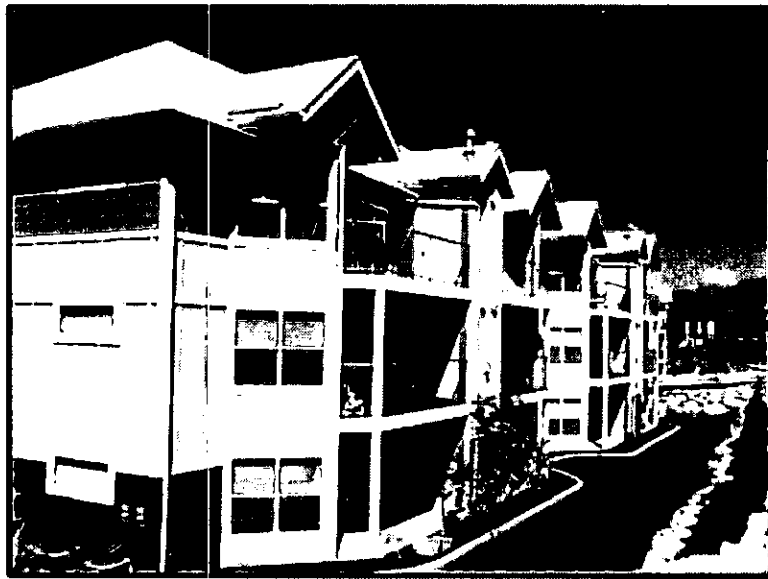
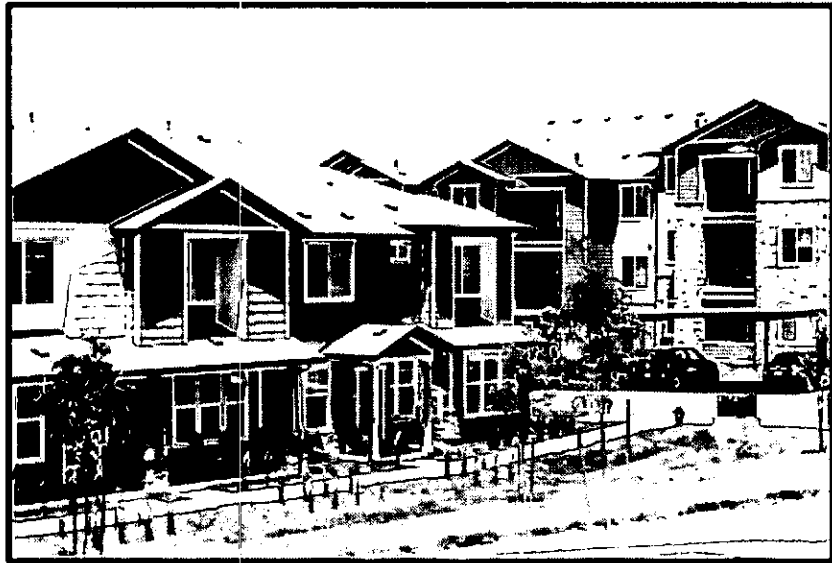


EXHIBIT G: RESIDENTIAL DEVELOPMENT EXAMPLE

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# MULTI-FAMILY

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**Exhibit "D"**  
Legal Description

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 9 SOUTH, RANGE 2 EAST SALT LAKE BASE AND MERIDIAN, PARTICULARLY DESCRIBED AS FOLLOWS.

BEGINNING AT A POINT ON THE CURRENT CORPORATE LIMITS OF PAYSON CITY LOCATED N.00°22'32"W. ALONG THE SECTION LINE A DISTANCE OF 453.23 FEET AND EAST A DISTANCE OF 404.55 FEET FROM THE SOUTHWEST CORNER OF SECTION 10, T9S., R2E., S.L.B.& M; THENCE ALONG SAID CORPORATE LIMITS THE FOLLOWING 7 (SEVEN) COURSES AND DISTANCES; 1) N.00°17'13"E. A DISTANCE OF 1001.70 FEET; 2) THENCE N.13°02'57"W. A DISTANCE OF 47.41 FEET; 3) THENCE N.78°18'00"E. A DISTANCE OF 188.11 FEET; 4) THENCE N.08°05'40"W. A DISTANCE OF 3.28 FEET; 5) THENCE N.77°40'13"E. A DISTANCE OF 767.40 FEET; 6) THENCE N.10°57'47"W. A DISTANCE OF 14.88 FEET; 7) THENCE N.78°32'00"E. A DISTANCE OF 638.26 FEET; THENCE S.00°53'31"W. A DISTANCE OF 724.43 FEET; THENCE S.89°28'03"E. A DISTANCE OF 0.39 FEET; THENCE S.00°41'45"W. A DISTANCE OF 693.39 FEET; THENCE N.89°13'29"W. A DISTANCE OF 1413.92 FEET TO A POINT ON SAID CORPORATE LIMITS; THENCE N.00°26'57"E ALONG SAID CORPORATE LIMITS 3.93 FEET; THENCE S.90°00'00"W. ALONG SAID CORPORATE LIMITS A DISTANCE OF 117.38 FEET TO THE POINT OF BEGINNING.

CONTAINING ±43.61 acres OF LAND MORE OR LESS.