

WIGNALL ANNEXATION AGREEMENT

THIS ANNEXATION AGREEMENT ENTERED INTO THIS 18TH DAY OF MARCH, 2015, BY AND BETWEEN THE UNDERSIGNED PROPERTY OWNERS (“PETITIONERS”) AND PAYSON CITY CORPORATION (“CITY”), A MUNICIPAL CORPORATION AND POLITICAL SUBDIVISION OF THE STATE OF UTAH.

RECITALS

- A. This Annexation 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, corridor preservation, existing and future land uses, compliance with City development ordinances and resolutions, and other matters related to the improvement and development of property as described in Attachment B.
- 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 Wignall Annexation, and in the exercise of its legislative discretion, has elected to approve this Annexation Agreement in accordance with the authority through the adopted Land Use Ordinances and Utah Code Annotated.
- C. The annexation and the contents of this Annexation Agreement are intended to be consistent with Payson City’s General Plan and Annexation Policy Plan.

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

Section 1 Definitions

- 1. **Annexation** shall mean inclusion of property in the municipal boundaries of Payson, Utah. The Annexation Plat of the Wignall Annexation is attached hereto as Attachment A.
- 2. **Annexation Petition** is a formal written application pursuant to Utah Code Annotated, 1953 (as amended) requesting to incorporate real property within the corporate limits of Payson, Utah County, Utah.
- 3. **Applicant** is an individual or group of individuals seeking approval of an activity regulated by the development ordinances of Payson City, including, but not limited to, the division of land, issuance of building permits, or the use of property in a manner consistent with the provisions of the Payson City Zoning Ordinance.
- 4. **City** means the City of Payson, Utah, a municipal corporation. Any reference to another city shall include the full name of the intended municipality.
- 5. **Development** shall mean approval of a subdivision, issuance of a building permit, or approval of any other development related activity regulated by Payson City. Development does not mean the construction of ancillary agricultural facilities built to support agricultural uses.
- 6. **Petitioners** are the individuals representing, via signature, the petition for annexation.
- 7. **Property Owner(s)** shall mean a holder or proprietor of land or group of owners within the annexation area. Property Owners must comply with the terms of this Agreement.

Section 2 Zoning Designation

By ordinance, the City Council must assign the zoning designation for the parcels in the annexation area. Because a Specific Plan was not prepared at the time of annexation, the parcels will be zoned as follows until such time a Specific Plan is prepared and the zoning designation is amended by the City Council.

Utah County Parcel	Owner	Zoning Designation
30:029:0118	Wasatch Mental Health Special Service District	PO-1, Professional Office
30:029:0119	S&V Phillips Development LC	A-5-H, Annexation Holding
30:029:0121	S&V Phillips Development LC	A-5-H, Annexation Holding
30:029:0113	Michael J & Stacy D Hone	A-5-H, Annexation Holding
30:030:0081	William H & Celestia G Morris	A-5-H, Annexation Holding
30:030:0084	William H & Celestia G Morris	A-5-H, Annexation Holding
30:030:0042	Dean T & Nedra B Wignall	A-5-H, Annexation Holding
30:030:0043	Dean T & Nedra B Wignall	A-5-H, Annexation Holding
30:030:0083	Tony A Mlinaric (et al)	A-5-H, Annexation Holding
30:030:0047	Moyes Properties LLC	A-5-H, Annexation Holding

Petitioners and City understand and agree the future development pattern within the annexation area will include a mixture of commercial and residential uses. In order to achieve the land use and economic development goals of Payson City and to conform to the General Plan, a Specific Plan must be prepared prior to any zone change to accommodate development in the annexation area. 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.

At the time of annexation, City was aware of a proposal by Wasatch Mental Health to construct an office building on Utah County Parcel 30:029:0118. City hereby authorizes Wasatch Mental Health to process the necessary land use applications for the proposed office building without the need to complete the Specific Plan. This consent is in no way an indication of development approval of any subdivision or other development application. Prior to additional development, a Specific Plan must be prepared in accordance with Section 19.12.11 of the Zoning Ordinance and this Agreement, together with the appropriate change in zoning. Once the Specific Plan is completed, City will cause to amend the General Plan to make it consistent with the Specific Plan, if necessary.

Section 3 Preparation of Specific Plan

Prior to any zone change to accommodate more intense development within the annexation area, City, with the assistance of Petitioners and Property Owners, shall prepare a Specific Plan pursuant to Section 19.12.11 and the other applicable provisions of the development ordinances. If consulting services are necessary, City may choose to up front the costs associated with the preparation of the Specific Plan and the Petitioners and Property Owners will be required to reimburse City a proportionate share of the cost of the Specific Plan at the time each property owner develops its parcel(s). Development pursuant to the A-5-H, Annexation Holding Zone may occur without the necessity to complete the Specific Plan. At a minimum, the Specific Plan shall include the following:

1. **Infrastructure Analysis:** The infrastructure analysis will include the ownership and condition of existing infrastructure, including water lines, sewer lines, power lines, irrigation facilities, roadway improvements, roadway surface conditions and drainage facilities. Furthermore, the analysis will determine what infrastructure systems and/or upgrades will be needed for Payson City to provide municipal services to the annexation area.
2. **Land Uses:** The Specific Plan will identify the land use designations, including commercial, residential, mixed use development, parks and open space, trails, churches, schools, government facilities, and other land use considerations for the annexation area. Special consideration will be given to the streetscape design along S.R. 198 and future developments will be required to incorporate an enhanced streetscape design to accentuate the east entrance of the community.

3. **Transportation, Circulation, and Access Plan:** The transportation system must provide proper connectivity with the existing street network and accommodate future transportation corridors, including connections to both collector and arterial status streets on a local and regional level. The roads and streets in the development shall be constructed in such a manner as to satisfy the Standard Specifications and Standard Plans of City, unless an alternative design is approved by City. The plan shall include active transportation facilities that will allow safe movement of pedestrians through the annexation area. Trails, bike lanes, commuter routes, transit locations, and recreation facilities must be contemplated in Specific Plan and connect with existing and planned facilities in the community.
4. **Open Space:** The Specific Plan will include a park and open space plan to accommodate the needs of the additional residential development within the annexed area. The size of the parks and open space will need to be consistent with the level of service adopted by the Payson City Council. The design of the park and open space may be designed to accommodate storm drain facilities required for the area.

Section 4 Existing and Future Infrastructure Systems

There is limited infrastructure in the annexation area and additional development will require significant upgrades to existing utility systems and potentially installation of new systems. The costs associated with designing and installing these systems will be borne by various parties, including Petitioners, Property Owners, developers, and builders, with assistance from Payson City, where appropriate.

1. **Wastewater System:** Development within the annexation area will require the installation of supplementary sewer facilities. City discourages the installation of smaller individual systems and may require the applicant to participate in a larger system designed to benefit multiple land owners. Individual systems will be owned and maintained by the applicant, property owner, or developer, as applicable.
2. **Electrical Considerations:** Following annexation, Payson City has the right to provide electrical service to the annexed area. Provision of electrical service for existing and future electrical customers must satisfy the regulations of Utah Code, local ordinance, and any other service provider obligations. Applicants and City will work together to secure easements or needed land dedication to provide electrical facilities.
3. **Water Transfers:** Applicants for development approval must transfer 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 1 herein, will be approved until the transfer of water has been completed. City recognizes that Petitioners and Property Owners are utilizing different sources of water to serve existing uses in the annexation area. Petitioners and Property Owners may continue utilizing these sources of water until the property is further developed. At the time of development, Applicants will only be required to dedicate sufficient water to satisfy City's water dedication requirement pursuant to Title 10. All excess water will remain the property of the Applicant or Property Owner, as applicable.

During the development process, applicants for development approval must provide a letter from the Salem Canal Company and any other affected irrigation company that identifies any potential impacts the proposed development will have on the existing irrigation system. The development shall not inhibit the irrigation company's ability to provide irrigation water to downstream users.

4. **Municipal Utility Connections:** Applicants agree that all municipal utility services required at the time of development shall be installed by the Applicant and all impact, connection and

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

Section 5 Corridor Preservation

Roadways defined as regional, major collector, and collector status streets are planned to be constructed on parcels included in the annexation area. The alignment of these facilities will serve the property in the annexation and beyond. Future development patterns must accommodate the location of future streets and protect the corridor from impediments that could prevent the expansion of existing facilities and installation of new roadways. Specifically, this Section includes the roadways identified on the Payson City Streets Master Plan, Utah County Transportation and Traffic Circulation Plan, and included in regional transportation plans and studies, including the Provo to Nebo Corridor Study.

Section 6 Compliance with Development Ordinances and Resolutions

Nothing in this Annexation Agreement shall be deemed to relieve Petitioners, Property Owners, or Applicants from the obligation to comply with all applicable requirements of City necessary for approval of future development proposals. 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 Zoning Ordinance, Subdivision Ordinance, and Standard Specifications and Standard Plans.

Section 7 Existing Land Uses and Animal Practices

The annexation area consists of single family dwellings and agricultural uses of varying degrees. Following annexation, all land uses, including the keeping of animals, must comply with the ordinances, resolutions and policies of Payson City. If there are uses in the annexation area that are not consistent with the Payson Municipal Code, the Property Owner must demonstrate that the use legally existed prior to annexation. 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
30:029:0118	Wasatch Mental Health Special Service District	5.00	Vacant; Crop Production
30:029:0119	S&V Phillips Development LC	1.79	Vacant; Crop Production
30:029:0121	S&V Phillips Development LC	8.02	Vacant; Crop Production
30:029:0113	Michael J & Stacy D Hone	5.00	(1) Single Family Dwelling; Detached Garage; Pasture; Crop Production
30:030:0081	William H & Celestia G Morris	0.48	Vacant
30:030:0084	William H & Celestia G Morris	1.71	Vacant
30:030:0042	Dean T & Nedra B Wignall	38.33	(2) Agricultural Buildings; Crop Production
30:030:0043	Dean T & Nedra B Wignall	0.25	Vacant
30:030:0083	Tony A Mlinaric (et al)	37.40	(3) Single Family Dwellings; Multiple Agricultural Buildings
30:030:0047	Moyes Properties LLC	5.00	Nursing home (intermediate care for individuals with developmental disabilities); (2) Outbuildings

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 the Payson Municipal Code. The Animal Control Ordinance addresses pre-existing animal rights and allowable animal units following annexation.

Section 8 Entire Agreement

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

Section 9 Reserved Legislative Powers

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

Section 10 Agreement to Run With the Land

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

Section 11 Assignment

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

Section 12 No Joint Venture, Partnership or Third Party Rights

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

Section 13 Amendment

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

Section 14 Severability

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

___ **Signature Pages to Follow**

ACKNOWLEDGEMENT BY PETITIONERS

Scott Phillips, Manager
S&V Phillips Development LC

Dean T. Wignall, Property Owner

Tony Mlinaric, Property Owner

Nedra B. Wignall, Property Owner

(Insert Name), Property Owner
Wasatch Mental Health

STATE OF UTAH)
 : ss
COUNTY OF UTAH)

On the ____ day of _____, 2015, before me _____, a Notary Public in and for the State of Utah, **SCOTT PHILLIPS**, 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

STATE OF UTAH)
 : ss
COUNTY OF UTAH)

On the ____ day of _____, 2015, before me _____, a Notary Public in and for the State of Utah, **TONY MLINARIC**, 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

STATE OF UTAH)
 : ss
COUNTY OF UTAH)

On the ____ day of _____, 2015, before me _____, a Notary Public in and for the State of Utah, **(Insert Name – Wasatch Mental Health)**, 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

STATE OF UTAH)
 : ss
COUNTY OF UTAH)

On the ____ day of _____, 2015, before me _____, a Notary Public in and for the State of Utah, **DEAN T. WIGNALL**, 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

STATE OF UTAH)
 : ss
COUNTY OF UTAH)

On the ____ day of _____, 2015, before me _____, a Notary Public in and for the State of Utah, **NEDRA B. WIGNALL**, 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

Attachment A

Annexation Plat:

Attachment B

Legal Description: