

STATE OF UTAH



OFFICE OF THE LIEUTENANT GOVERNOR

CERTIFICATE OF ANNEXATION

I, SPENCER J. COX, LIEUTENANT GOVERNOR OF THE STATE OF UTAH, HEREBY CERTIFY THAT there has been filed in my office a notice of annexation from FRANCIS CITY, dated November 25, 2019, complying with Section 10-2-425, Utah Code Annotated, 1953, as amended.

NOW, THEREFORE, notice is hereby given to all whom it may concern that the attached is a true and correct copy of the notice of annexation, referred to above, on file with the Office of the Lieutenant Governor pertaining to FRANCIS CITY, located in Summit County, State of Utah.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed the Great Seal of the State of Utah this 2nd day of December 2019 at Salt Lake City, Utah.



A handwritten signature in black ink, appearing to read "Spencer J. Cox".

SPENCER J. COX
Lieutenant Governor



**NOTICE OF IMPENDING BOUNDARY ACTION
HART RANCH SUBDIVISION**

November 25th, 2019

To the Lieutenant Governor, State of Utah:

I am the City Recorder of Francis City. I am submitting this Notice of Impending Boundary Action regarding the Hart Ranch annexation. This annexation was accomplished by Ordinance 2019-05 which ordinance was passed by the Francis City Council on August 8th, 2019. This Ordinance was challenged by a Citizen Referenda that was filed on August 15, 2019. The Petitioner sponsors failed to obtain sufficient signatures and the Summit County Clerk officially notified the City of Francis on November 4, 2019 that the referenda did not have sufficient signatures to be placed on the ballot for November 2020.

I hereby certify that all legal requirements applicable to this boundary action have been met.

Enclosed are (1) a copy of Ordinance 2019-05 and (2) a copy of the approved final local entity plat.

Please contact me at (435) 783-6236 if you have any questions.

Signed:

Suzanne Gillett
Francis City Recorder
2317 So. Spring Hollow Rd.
Francis, Utah 84036

STATE OF UTAH)
 ss:
COUNTY OF SUMMIT)

Subscribed and sworn to before me on this 25 day of November, 2019 by
Suzanne Gillett.

NOTARY PUBLIC





FRANCIS CITY

ORDINANCE NO. 2019-05

AN ORDINANCE APPROVING THE HART RANCH ANNEXATION AND DESIGNATING ZONING TO APPLY TO THE ANNEXATION PROPERTY.

WHEREAS, Title 10, Chapter 2 Part 4 of the Utah Code authorizes a municipality to annex unincorporated areas into the municipality; and

WHEREAS, on January 24, 2019 a petition was filed with Francis City to annex approximately 80.96 acres of land known as the Hart Ranch Annexation into Francis City; and

WHEREAS, the City has reviewed the annexation petition and has verified that it meets all applicable legal requirements; and

WHEREAS, on May 9, 2019 the Francis City Council held a duly noticed public hearing to receive public input on the proposed annexation; and

WHEREAS, the Francis City Council finds it desirable and in the public interest to approve the proposed annexation at this time, subject to the conditions of an annexation agreement that has been prepared.

NOW THEREFORE, be it hereby ordained by the Francis City Council as follows:

Section 1. The real property described in Section 2 below is hereby annexed into Francis City, Utah, and the corporate limits of the City are hereby extended immediately following acceptance and approval of the Hart Ranch Development Agreement.

Section 2. The real property subject to this Ordinance is described as follows:

BEGINNING AT THE NORTHWEST CORNER OF SECTION 29, TOWNSHIP 2 SOUTH, RANGE 6 EAST, SALT LAKE BASE AND MERIDIAN, SAID CORNER MONUMENTED BY A PK NAIL IN ASPHALT; THENCE NORTH 89°35'19" EAST 2652.52 FEET ALONG THE SECTION LINE; THENCE SOUTH 00°05'42" EAST 1327.35 FEET ALONG THE WESTERLY BOUNDARY OF ANNEXATION

ENTRY NUMBER 627908;

THENCE TO AND ALONG THE NORTHBOUNDARY OF WILD WILLOW PHASE 2E SUBDIVISION (ENTRY #824550) THE FOLLOWING SIX (6) COURSES: (1) SOUTH 89°46'00" WEST 271.29 FEET;

(2) SOUTH 84°00'36" WEST 52.93 FEET; (3) NORTH 89°25'21" WEST 196.71 FEET; (4) THENCE SOUTH 89°24'56" WEST 527.03 FEET; (5) NORTH 89°04'47" WEST 159.23 FEET; (6) SOUTH 86°54'24" WEST 127.47 FEET;
THENCE NORTH 00°07'01" EAST 1.43 FEET TO THE NORTHEAST CORNER OF THE UINTA WILLOWS PHASE 2 SUBDIVISION (ENTRY #1076145);
THENCE SOUTH 89°43'32" WEST 1321.28 FEET ALONG THE NORTH BOUNDARY OF SAID UINTA WILLOWS PHASE 2 SUBDIVISION TO A POINT ON THE SECTION LINE;
THENCE NORTH 00°01'54" EAST 1327.54 FEET ALONG THE SECTION LINE TO THE POINT OF BEGINNING.

CONTAINING 80.96 ACRES

Section 3. The real property described in Section 2 above shall be classified as being in two separate zones. Parcels CD-2039, CD-2039A, CD-2039 B and CD-2039-A-X shall be in the AG-1 zone, and Parcel CD-2038 zoned as AG-2 pursuant to the Francis City Land Use Ordinance, and the official Zoning Map of Francis City shall be amended accordingly.


Section 4. The real property described in Section 2 above, and this Annexation Ordinance, shall be subject to the Annexation Agreement adopted by the Francis City Council at the time of annexation.

Section 6. This Ordinance shall take effect as and when provided by Utah Code Title 10, Chapter 2, and Part 4.

PASSED AND ADOPTED by the City Council of Francis City, Summit County, Utah this 8th, day of August 2019.

	Aye	Nay
Mayor Ames	X	
Councilmember Cox	X	
Councilmember Crittenden	X	
Councilmember Forman	NOT PRESENT	
Councilmember Fryer	X	

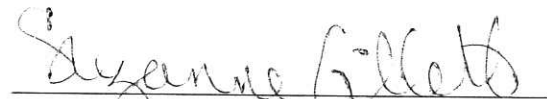
APPROVED:



Mayor Byron Ames

City Seal

ATTEST:



City Recorder Suzanne Gillett

**ANNEXATION AGREEMENT
FOR THE HART RANCH ANNEXATION
FRANCIS CITY, UTAH**

This Agreement is made and entered into by and between FRANCIS CITY, a political subdivision of the State of Utah, hereinafter referred to as “City,” and HART RANCH LLC, a Utah limited liability company, hereinafter referred to as “Developer,” for Developer and for Developer’s real property successors and assigns, Developer being the signer of the Annexation Petition filed with the City on January 24, 2019, and the owner of the parcels of land located in Summit County, Utah bearing Summit County tax identification number CD-2039, CD-2039-A and CD-2039-B (hereinafter referred to as “the Development Parcels,” legal descriptions of which are attached hereto as Exhibit A).

RECITALS

- A. Francis City, acting pursuant to its authority under Utah Code Annotated (UCA) 10-9a-101 *et seq.*, and UCA 10-2-401 *et seq.* in furtherance of its land use policies, goals, objectives, ordinances, resolutions, and regulations has made certain determinations with respect to the proposed annexation and, in the exercise of its legislative discretion, has elected to enter into this Agreement.
- B. Developer is the owner of certain real property described on “Exhibit B” attached hereto and incorporated herein by reference, which property is proposed for annexation to Francis City and is hereinafter referred to as “the Annexation Property”.
- C. The Annexation Property, once annexed into Francis City, will be subject to the Francis City Land Use Code and other City ordinances unless otherwise approved by City of Francis. Developer and the City desire to allow Developer and others to make improvements to the Annexation Property.
- D. The improvements and changes to be made to the Annexation Property shall be consistent with the current ordinances and standards of the City of Francis, unless otherwise approved by City of Francis, any future changes to ordinances and standards of the City of Francis, and the City of Francis General Plan.
- E. Developer and the City acknowledge and agree that the development and improvement of the Annexation Property pursuant to this Agreement will result in planning and economic benefits to the City and its residents, and will provide certainty useful to the Annexation Property and the City in ongoing future communications and relations with the community.
- F. The City’s governing body has authorized execution of this Agreement by Resolution No. 2019-03, to which this Agreement is attached as “Exhibit C” and incorporated herein by reference.
- G. The size of this Annexation requires significant investment to City infrastructure, in order to meet the additional demand on public utilities, contributions from the Developer are necessary.
- H. The City has authorized the negotiation of and adoption of annexation agreements under appropriate circumstances where proposed development contains outstanding features that advance the policies, goals and objectives of the Francis City General Plan, preserves and maintains the open

and rural atmosphere desired by the citizens of Francis City, and contributes to capital improvements which substantially benefit the City.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

- I. **Recitals.** The preamble and recitals set forth above are incorporated herein by this reference.
- II. **Conditions Precedent.** The City and Developer agree, understand and acknowledge that this Agreement is for the annexation of the Development Parcels within the Annexation Property. Further, the City and Developer agree and understand that this Agreement shall be a covenant running with the Development Parcels and shall bind any future owners, heirs, or assigns.
- III. **Permitted Uses of Property.** The permitted uses for the Development Parcels and the Annexation Property shall be those uses specifically listed in the Land Use Code of Francis City, as may from time to time be amended.
- IV. **Term.** This Agreement shall be effective as of the date of annexation of the Annexation Property into Francis City and shall continue in full force and effect from that time on.
- V. **General Provisions.**
 - A. **Headings.** The descriptive headings of the paragraphs of this Agreement are inserted for convenience only, and shall not control or affect the meaning or construction of any provision of this Agreement.
 - B. **Authority.** The parties to this Agreement represent to each other that they have full power and authority to enter into this Agreement, and that all necessary actions have been taken to give full force and effect to this Agreement. Developer represents and warrants that each party is fully formed and validly existing under the Laws of the State of Utah, and that each party is duly qualified to do business in the State of Utah and each is in good standing under applicable state laws. The Developer and the City warrant to each other that the individuals executing this Agreement on behalf of their respective parties are authorized and empowered to bind the parties on whose behalf each individual is signing. Developer represents to the City that by entering into this Agreement, Developer has bound themselves, the Development Parcels, and all persons and entities having any current or future legal or equitable interest in the Development Parcels, to the terms of the Agreement.
 - C. **Entire Agreement.** This Agreement, including exhibits, constitutes the entire agreement between the parties, except as supplemented by Francis City ordinances, policies, procedures and plans.
 - D. **Amendment of this Agreement.** This Agreement may be amended in whole or in part by the mutual written consent of the parties to this Agreement or by their successors in interest or assigns. Any such amendment of this agreement shall be recorded in the official records of the Summit County Recorder's Office.

E. Severability. If any of the provisions of this agreement are declared void or unenforceable, such provision shall be severed from this Agreement, which shall otherwise remain in full force and effect.

F. Governing Law. The laws of the State of Utah shall govern the interpretation and enforcement of this Agreement. The parties agree that the venue for any action commenced in connection with this Agreement shall be proper only in a court of competent jurisdiction located in Summit County, Utah, and the parties hereby waive any right to object to such venue.

G. Remedies. If any party to this agreement breaches any provision of this Agreement, the non-defaulting party shall be entitled to all remedies available both at law and in equity.

H. Attorney's Fees and Costs. If any party brings legal action either because of a breach of the Agreement or to enforce a provision of the Agreement, no party shall be entitled to an award of its attorney fees by virtue of this Agreement.

I. Binding Effect. The benefits and burdens of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors in interest and assigns, including all successive owners of the Development Parcels. This Agreement shall be incorporated by reference in any instrument purporting to convey an interest in the Development Parcels. The terms of this Agreement shall be binding upon all present and future owners of the Development Parcels and shall be appurtenant to, and shall run with, said land.

J. Third Parties. There are no third-party beneficiaries to this Agreement, and no person or entity not a party hereto shall have any right or cause of action hereunder.

K. No Agency Created. Nothing contained in the Agreement shall create any partnership, joint venture, or agency relationship between the parties.

L. Recording. Upon execution, this Agreement shall be recorded in the official records of the Summit County Recorder.

VI. Purpose of Agreement. The purpose of this Agreement is to provide for the annexation of real property into the City, to describe zoning laws that will apply to the Development Parcels and the Annexation Property upon annexation, and to provide for future development of the Development Parcels and Annexation Property in accordance with the adopted ordinances of the City and the laws of the State of Utah, as they may from time to time be amended.

VII. Annexation. The City, pursuant to the Petition filed by the requisite number of land owners and land area within the area proposed for annexation, and in accordance with the authority granted by statute, agrees to adopt an ordinance of annexation and thereby to annex into the City the area described on Exhibit B attached hereto and incorporated herein by reference, consisting of Tax Parcels Nos. CD-2038, CD-2039, CD-2039A, CD-2039B and CD-2039A-X. The area to be annexed and the annexation shall be subject to the terms and conditions of this Agreement as well as the annexation laws and other laws of the City and of the State of Utah. The area to be annexed is part of the unincorporated area of Summit County, State of Utah. It is further agreed that this proposed annexation meets all requirements of State law in that:

- A. Contiguity: The area proposed for annexation is contiguous to the boundaries of the City.
- B. Within Expansion Area: The area to be annexed is within the area identified by the City in its annexation policy plan for possible annexation into the City.
- C. Not Within Another City: The area to be annexed is not included within the boundaries of any other incorporated municipality.
- D. No Pending Incorporation: There are no pending petitions to incorporate the area to be annexed.
- E. No Unincorporated Islands or Peninsulas: The annexation of this area will not leave or create any islands or peninsulas of unincorporated territory as defined in Utah Code.
- F. Petition Was Proper: A petition for annexation of this property meeting all requirements of Utah Code was properly filed with the City.

VIII. General Character of the Land to be Annexed.

- A. Description of Land: The Annexation Property consists of approximately 80.96 acres of land. The area proposed for annexation is located adjacent to the current northern and western boundary of Francis City.
- B. Municipal Services Required: The Annexation Property will require municipal services from the City, to be provided pursuant to City ordinances and the provisions of this Agreement.
- C. Development Parcels to be Zoned AG-1 and AG-2 and must comply with recently adopted City of Francis Conservation Subdivision Ordinance.

IX. Conditions of Annexation.

A. Developer' Obligations: As material terms of this Agreement and as conditions of Francis City annexing the Development Parcels and the Annexation Property, Developer, for themselves and their real property successors and assigns with respect to the Development Parcels, agree to the following:

1. Water

a. In order to conduct development on the Development Parcels, Developer shall install any necessary facilities, both onsite and offsite to connect the Development Parcels, and any lots or units contained thereon, to the Francis City culinary water system, at Developer' own expense.

b. At the time of commencement of development, Developer (or Developer' affiliate(s), as applicable) will supply and dedicate sufficient water rights to the Development Parcels, pursuant to all City ordinances and policies and applicable State law, to provide for (i) culinary water in all constructed residences within the Development Parcels (as and when the same are constructed); and (ii) the irrigation of all land (pursuant to minimum required standard of non-agricultural use property), as necessary, within the Development Parcels.

c. Developer agrees to connect to the water line in Lambert Lane, Hallam Road and Spruce Way. The developer will extend the 10" water line in Lambert Lane to the proposed intersection as part of phase 1. The developer will extend the 10" water line in Hallam Road and the remaining section in Lambert Lane as part of phase 2.

d. Developer agrees to complete the steps described in Section IX(A)(1) prior to or concurrently with receiving final construction inspection approval for any infrastructure to be installed in any subdivision on the Development Parcels.

2. **Parks**

a. Developer will provide the City with a 2.73 acre park. The park will be built as part of initial construction. The park will consist of at least 20 trees, playground equipment, an irrigation system and grass.

b. The developer will install fencing between the park property and parcels adjacent to the park.

c. Provide a 15' trail easement along south property line from Hallam Road to East Property Line. This includes a 25' temporary construction easement to be used to construct the trail.

3. **Streets**

a. All required street improvements and trails and/or sidewalks within the Development Parcels as mutually agreed upon will be constructed at Developer' expense.

b. All street improvements within the Development Parcels shall conform to Francis City standards, and be approved by the City.

c. Trails and /or sidewalks within the Development Parcels shall conform to Francis City standards and be approved by the City.

d. Install the necessary street improvements to tie the development into Spruce Way.

e. All street connections to County roads will meet both City and County road standards.

f. Widen Lambert Lane at the intersection of HWY 32 to allow for a turning Lane and widen 500' to the west. The will be constructed as part of phase 2.

4. **Sewer** In order to conduct development on the Development Parcels, Developer shall install any necessary facilities, both onsite and offsite, to connect the Development Parcels, and any lots or units contained thereon, to the Francis City sewer system, at Developer' own expense.

a. Deed to the City an additional 20' around all sides of parcel CD-2039-A-X that is currently owned by the City.

5. **Additional Requirements Applicable to Developer**

a. Prior to obtaining approval for any project located on the Development Parcels, Developer shall submit and obtain City approval of a

plan to provide for safe and adequate storm water drainage at Developer' expense, throughout the Development Parcels.

b. Developer will pay to the City an annexation fee of \$8,000 per lot for every lot in any subdivision on the Development Parcels in order to help offset the City's costs of providing services and infrastructure to the Annexation Property and for other City purposes. The first payment due within 30 days of the Annexation Agreement recordation with Summit County and the second installment at time of Final Plat approval of phase 1 or one year from the date of this Agreement, whichever is sooner. The parties may mutually agree to extend the one-year date in writing.

c. Developer will submit a conforming application for a subdivision on the Development Parcels. Within the confines of the Annexation Property, the subdivision will consist of no more than 69 (sixty nine) lots on approximately 60.68 acres, as shown on the concept plans submitted to the City for review during the annexation process. See Exhibit "D". Development approval of the proposed project will be governed by all standard City ordinances and policies, unless explicitly modified by this Agreement.

d. Developer and Developer' successors and assigns agree to pay the City for the City's costs incurred in creating this Annexation Agreement and in reviewing and processing the Annexation Petition and any application(s) for development on the Development Parcels, including but not limited to reasonable legal and engineering fees. These costs will be paid pursuant to the escrow account procedures and other procedures set forth in City ordinances and policies.

e. Nothing herein shall be construed to relieve Developer of the standard obligations to also pay application fees, impact fees, connection fees, and other City fees and charges, at the time of permit application or pulling permits, in the ordinary course, as part of the development process, as set forth in the existing City fee schedule. These costs will be paid pursuant to the escrow account procedures and other procedures set forth in City ordinances and policies.

Notwithstanding anything contained in this Agreement, the City reserves the right to require Developer to execute and comply with a separate and mutually acceptable development agreement in order to develop the Development Parcels, which development agreement may contain terms adding to or amending the terms of this Agreement.

B. City's Obligations. As consideration for this Agreement and as consideration for Developer' agreements contained herein, and in order to provide municipal services to the Hart Ranch Annexation, the City will:

1. Annex approximately 80.96 acres known as the Hart Ranch Annexation into the City.

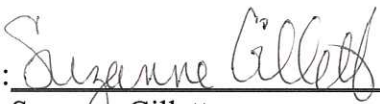
2. Zone the Annexation Parcels CD-2039, CD-2039A, CD-2039B, CD-2039A-X as/into AG-1 (Agricultural One Acre Zone) and Annexation Parcels CD-2038 as/into AG-2 (Agricultural Two Acre Zone).
3. Receive, review and consider approval of a subdivision on the Development Parcels in accordance with City zoning restrictions.
4. Once the subdivision is approved, provide municipal services to the Development Parcels within the Hart Ranch Annexation, in accordance with City standards.


Notwithstanding the foregoing, the City does not guarantee that any specific concept plans, drawings or proposals submitted by Developer prior to the granting of the Annexation Petition or thereafter will ultimately be approved by the City for development in accordance therewith during the development review and approval process.

IN WITNESS WHEREOF, the parties have executed this Agreement this 7th day of NOVEMBER, 2019.

CITY OF FRANCIS
a Utah Municipal Corporation


ATTEST:

By (signature): 
Suzanne Gillett
City Recorder

By (signature): 
Byron Ames
Mayor

Seal:

APPROVED AS TO FORM:

By (signature): 
City Attorney

The terms of this Annexation Agreement are agreed to by:

HART RANCH LLC,
a Utah limited liability company

By: Cathie Hart
Name: Cathie Hart
Its: Manager

By: _____
Name: _____
Its: _____

STATE OF UTAH)
) ss.
County of Summit)

The foregoing instrument was acknowledged before me this 21 day of November,
20 19 by Cathie Clarice, whose identity was proven to me by satisfactory evidence.



Suzanne M. Gillett
NOTARY PUBLIC

Exhibit "A"

Development Parcels Legal Description

Parcel Number CD-2039-A

BEGINNING AT THE NORTHWEST CORNER OF SECTION 29, TOWNSHIP 2 SOUTH, RANGE 6 EAST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE NORTH 89*28'21" EAST 297 FEET; THENCE SOUTH 00*10'15" WEST 198 FEET; THENCE SOUTH 89*28'21" WEST 297 FEET; THENCE NORTH 00*10'15" EAST ALONG THE SECTION LINE 198 FEET TO THE POINT OF BEGINNING. CONT 1.35 AC

LESS AND EXCEPTING THEREFROM THAT PORTION DEEDED TO THE TOWN OF FRANCIS, IN THE WARRANTY DEED RECORDED AUGUST 28, 1995 AS ENTRY NO 436190 IN BOOK 903 AT PAGE 837 OF OFFICIAL RECORDS, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS; BEGINNING AT A POINT LOCATED 134.37 FEET SOUTH 0*10'15" WEST, ALONG THE SECTION LINE, AND 32.02 FEET SOUTH 89*49'45" EAST FROM THE NORTHWEST CORNER OF SECTION 29, TOWNSHIP 2 SOUTH, RANGE 6 EAST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE SOUTH 89*49'45" EAST 40.0 FEET; THENCE SOUTH 0*10'15" WEST 40.0 FEET; THENCE NORTH 89*49'45" FEET; THENCE NORTH 0*10'15" EAST 40.0 FEET TO THE POINT OF BEGINNING. CONT 0.04 AC
BALANCE IS 1.31 AC

Parcel Number CD-2039

BEGINNING AT A POINT WHICH IS 297 FEET NORTH 89*28'21" EAST ALONG THE SECTION LINE FROM THE NORTHWEST CORNER OF SECTION 29, TOWNSHIP 2 SOUTH, RANGE 6 EAST, SALT LAKE BASE AND MERIDIAN; THENCE NORTH 89*28'21" EAST ALONG SAID SECTION LINE 1037 FEET; THENCE SOUTH 00*10'15" WEST 233 FEET; THENCE SOUTH 89*28'21" WEST 1334 FEET; THENCE NORTH 00*10'15" EAST ALONG SAID SECTION LINE 35 FEET; THENCE NORTH 89*28'21" EAST 297 FEET; THENCE NORTH 00*10'15" EAST 198 FEET TO THE POINT OF BEGINNING. CONT 5.79 AC

Parcel Number CD-2039-B

BEGINNING AT A POINT WHICH IS 1334 FEET NORTH 89*28'21" EAST ALONG THE SECTION LINE FROM THE NORTHWEST CORNER OF SECTION 29, TOWNSHIP 2 SOUTH, RANGE 6 EAST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE NORTH 89*28'21" EAST ALONG THE SAID SECTION LINE 655.20 FEET, MORE OR LESS, TO THE NORTHEAST CORNER OF THE WEST HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 29; THENCE SOUTH 00*10'15" WEST 1329.66 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF SAID WEST HALF; THENCE SOUTH 89*28'21" WEST 1989.20 FEET, MORE OR LESS, TO THE WEST LINE OF SAID SECTION 29; THENCE NORTH 00*10'15" EAST ALONG SAID WEST LINE 1096.66 FEET; THENCE NORTH 89*28'21" EAST 1334 FEET, THENCE NORTH 00*10'15" EAST 233 FEET TO THE POINT OF BEGINNING. CONT 53.58 AC

Annexation Boundary Legal Description

ANNEXATION PARCEL

BEGINNING AT THE NORTHWEST CORNER OF SECTION 29, TOWNSHIP 2 SOUTH, RANGE 6 EAST, SALT LAKE BASE AND MERIDIAN, SAID CORNER MONUMENTED BY A PK NAIL IN ASPHALT; THENCE NORTH 89°35'19" EAST 2652.52 FEET ALONG THE SECTION LINE;
THENCE SOUTH 00°05'42" EAST 1327.35 FEET ALONG THE WESTERLY BOUNDARY OF ANNEXATION ENTRY NUMBER 627908;
THENCE TO AND ALONG THE NORTH BOUNDARY OF WILD WILLOW PHASE 2E SUBDIVISION (ENTRY #824550) THE FOLLOWING SIX (6) COURSES: (1) SOUTH 89°46'00" WEST 271.29 FEET; (2) SOUTH 84°00'36" WEST 52.93 FEET; (3) NORTH 89°25'21" WEST 196.71 FEET; (4) THENCE SOUTH 89°24'56" WEST 527.03 FEET; (5) NORTH 89°04'47" WEST 159.23 FEET; (6) SOUTH 86°54'24" WEST 127.47 FEET;
THENCE NORTH 00°07'01" EAST 1.43 FEET TO THE NORTHEAST CORNER OF THE UINTA WILLOWS PHASE 2 SUBDIVISION (ENTRY #1076145);
THENCE SOUTH 89°43'32" WEST 1321.28 FEET ALONG THE NORTH BOUNDARY OF SAID UINTA WILLOWS PHASE 2 SUBDIVISION TO A POINT ON THE SECTION LINE;
THENCE NORTH 00°01'54" EAST 1327.54 FEET ALONG THE SECTION LINE TO THE POINT OF BEGINNING.

CONTAINING 80.96 ACRES

Exhibit "C"



FRANCIS CITY

RESOLUTION NO. 2019-03

A RESOLUTION OF THE FRANCIS CITY COUNCIL APPROVING AN ANNEXATION AGREEMENT WITH HART RANCHES, LLC FOR THE HART RANCH ANNEXATION DEVELOPMENT

WHEREAS, Developer is the owner of certain real property which is proposed for annexation to Francis City; and

WHEREAS, the City Council approved the annexation on July 11, 2019; and

WHEREAS, the Council has reviewed the proposed agreement and now desires to approve the entry of the Agreement with Hart Ranches, LLC;

NOW, THEREFORE, BE IT RESOLVED by the Francis City Council:

Section 1. Approval. That certain Agreement with Hart Ranches, LLC, attached hereto as Exhibit A and incorporated herein by reference, is hereby approved by the City Council of the City of Francis. The Mayor of the City is hereby authorized to execute the Agreement for and in behalf of the City.

Section 2. Severability. If any section, part or provision of this Resolution is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other portion of this Resolution, and all sections, parts and provisions of this Resolution shall be severable.

Section 3. Effective Date. This Resolution shall become effective immediately upon its approval by the City Council.

PASSED AND ADOPTED by the Francis City Council the 8th day of August 2019.

	Aye	Nay
Mayor Byron Ames	✓	
Councilmember Cox	✓	
Councilmember Crittenden	✓	



Not Present

Councilmember Forman

Councilmember Fryer

APPROVED:

[Handwritten signature]

Mayor Byron Ames

ATTEST:

[Handwritten signature]

City Recorder

City Seal

Exhibit "D"
Hart Ranch Concept Plan

