

STATE OF UTAH



OFFICE OF THE LIEUTENANT GOVERNOR

CERTIFICATE OF ANNEXATION

I, Deidre M. Henderson, Lieutenant Governor of the State of Utah, hereby certify that there has been filed in my office a notice of annexation known as the FOOTHILLS AT FRANCIS GATE SUBDIVISION ANNEXATION, located in FRANCIS CITY, dated JANUARY 18, 2024, complying with Sections §10-2-425 and, §67-1a-6.5 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 the FOOTHILLS AT FRANCIS GATE SUBDIVISION ANNEXATION, 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 6th day of February, 2024 at Salt Lake City, Utah.

DEIDRE M. HENDERSON
Lieutenant Governor





Received

JAN 30 2024

Deidre M. Henderson
Lieutenant Governor

January 25th, 2024

Lt. Governor's Office
Attn: Olivia Hoge
350 North State Street, Suite 220
P.O. Box 142325
Salt Lake City, Utah 84114-2325

Dear Olivia,

I am sending you an Annexation packet for Foothills at Francis Gate. I hope that I have enclosed everything that you need to process the request. Please let me know if there is anything else that you need.

Thank you,

Suzanne Gillett
Francis City Recorder
435-783-6236
sgillett@francisutah.org





**UTAH LIEUTENANT GOVERNOR NOTICE OF IMPENDING BOUNDARY ACTION
FOOTHILLS AT FRANCIS GATE SUBDIVISION ANNEXATION**

The undersigned as Recorder of Francis City pursuant to Utah Code Ann. 10-2-425 and 67-1a-6.5, hereby submits to the Lieutenant Governor the following Notice of Impending Boundary Action for the: Foothills at Francis Gate Subdivision Annexation

SECTION ONE

On December 14th, 2023, the Francis City Council adopted an Ordinance approving the Foothills at Francis Gate Subdivision Annexation. The boundary action for which an applicable certificate is sought is an annexation pursuant to Utah Code Ann. 10-2-425.

SECTION TWO

The boundaries of the annexation shall be the area described on the attached approved final local entity plat.

SECTION THREE

Pursuant to Utah Code Ann. 67-1a-6.5 (3) (d) a letter from the Utah State Retirement Office is not required because this is an annexation and not an incorporation or creation of a local entity that may result in the employment of personnel.

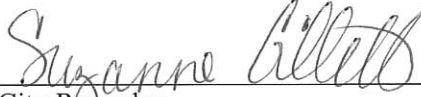
SECTION FOUR

Pursuant to Utah Code Ann. 67-1a-6.5 (3J)(e), the Reorder of Francis City hereby certifies all requirements applicable to this annexation have been met.

SECTION FIVE

Pursuant to Utah Code Ann. 10-2-425 the effective date of the annexation is the date on which the Lieutenant Governor issues the Certificate of Annexation.

Signed and dated this 18th day of January 2024.



City Recorder





Certification

I, Suzanne Gillett, do hereby certify that the attached is a true and correct copy of an Ordinance duly passed by the Francis City Council at a regular meeting duly convened on, December 14th, 2023.



City Recorder

**ANNEXATION AGREEMENT
FOR THE
FOOTHILLS AT FRANCIS GATE SUBDIVISION 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 Foothills at Francis Gate GP, 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 December, 14th 2023, and the owner of the parcels of land located in Summit County, Utah bearing Summit County tax identification numbers CD-2003, CD-2001-A, as well as parcel CD-2003-X owned by Francis City, (hereinafter referred to as “the Development Parcels,” legal descriptions for Developer owned property are attached hereto as Exhibit A, and the legal description for City owned property is attached hereto as Exhibit B, both of which are incorporated herein by reference).

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 or owners’ agent of certain real property described on Exhibit A attached hereto and incorporated herein by reference, and Francis City is the owner of certain real property described on Exhibit B attached hereto and incorporated herein by reference, which properties are proposed for annexation to Francis City and is hereinafter referred to as “the Annexation Property” which boundaries are more particularly described on Exhibit C, attached hereto and incorporated by reference.

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.2023-11, to which this Agreement is attached as "Exhibit D" and incorporated herein by reference.

G. 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 C, consisting of Tax Parcels Nos. CD-2003, CD-2001-A, and CD-2003-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 6.84 acres of land. The area proposed for annexation is located adjacent to the current boundaries 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. CD-2003-X – will be zoned P-F. All also other Development Parcels to be zoned AG-1.



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. **No Additional Lots**

a. FT-2 is also owned by the Developer and has already certain zoning rights. This annexation is being granted in part, because Developer agrees to develop no more than 6 lots on the combined parcels: CD-2001-A, CD-2003 & FT-2.

2. **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 these 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.

3. **Streets**

a. Developer will widen Foothill Drive from the intersection with SR-35 to the north property line of the Development Parcels.

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

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

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

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

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.

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 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.

c. 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 Foothills at Francis Gate Subdivision ("Foothills") Annexation, the City will:

1. Annex approximately 6.84 acres known as the Foothills Annexation into the City.
2. Zone the Annexation Parcels as/into AG-1 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 Foothills 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 14th day of December, 2023.

CITY OF FRANCIS
a Utah Municipal Corporation

ATTEST:

By (signature): Suzanne Gillett
Suzanne Gillett
City Recorder

By (signature): Jeremie Forman
Jeremie Forman
Mayor

Seal:

APPROVED AS TO FORM:

See next page.
City Attorney



IN WITNESS WHEREOF, the parties have executed this Agreement this 14th day of December, 2023.

CITY OF FRANCIS
a Utah Municipal Corporation

ATTEST:

By (signature): Suzanne Gillett
Suzanne Gillett
City Recorder

By (signature): Jeremie Forman
Jeremie Forman
Mayor

Seal:

APPROVED AS TO FORM:
[Signature]
City Attorney





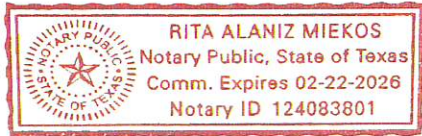
The terms of this Annexation Agreement are agreed to by:

Developer
Foothills at Francis Gate GP, LLC,
a Utah limited liability company

By: [Signature]
Name: Robert A. McFadden
Its: General Partner

STATE OF TEXAS)
) ss.
County of NOLAN)

The foregoing instrument was acknowledged before me this 17th day of
January _____,
2024 by Robert A. McFadden, whose identity was proven to me by satisfactory
evidence.



This notarial act was an online notarization

[Signature: Rita Alaniz-Miekos]
NOTARY PUBLIC



Exhibit A

Developer Owned Parcels Legal Description

ANNEXATION BOUNDARY CD-2003 AND CD-2001-A

COMMENCING AT A PK NAIL IN THE ROAD AT THE INTERSECTION OF STATE ROAD 35 AND FOOTHILLS DRIVE, SAID PK NAIL BEING THE SOUTHWEST CORNER SECTION 27, TOWNSHIP 2 SOUTH, RANGE 6 EAST, SALT LAKE BASE AND MERIDIAN; THENCE N.89°41'51"E., A DISTANCE OF 818.05 FEET TO THE POINT OF BEGINNING;

THENCE N.73°54'24"W., A DISTANCE OF 103.22 FEET; THENCE N.84°40'27"W., A DISTANCE OF 49.63 FEET; THENCE N.00°01'03"W., A DISTANCE OF 438.01 FEET; THENCE N.88°59'56"E., A DISTANCE OF 607.97 FEET; THENCE S.00°10'42"E., A DISTANCE OF 242.11 FEET; THENCE S.89°29'36"W., A DISTANCE OF 213.43 FEET; THENCE S.00°30'22"E., A DISTANCE OF 236.55 FEET; THENCE S.89°41'51"W., A DISTANCE OF 248.57 FEET TO THE POINT OF BEGINNING.
CONTAINING 236,090.18 SQUARE FEET OR 5.4199 ACRES, MORE OR LESS.



Exhibit B

City Owned Parcel Legal Description

ANNEXATION BOUNDARY DESCRIPTION CD-2003-X

COMMENCING AT A PK NAIL IN THE ROAD AT THE INTERSECTION OF STATE ROAD 35 AND FOOTHILLS DRIVE, SAID PK NAIL BEING THE SOUTHWEST CORNER SECTION 27, TOWNSHIP 2 SOUTH, RANGE 6 EAST, SALT LAKE BASE AND MERIDIAN; THENCE N.89°41'51"E., A DISTANCE OF 818.05 FEET; THENCE N.89°41'51"E., A DISTANCE OF 212.47 FEET TO THE POINT OF BEGINNING;

THENCE N.00°30'22"W., A DISTANCE OF 236.55 FEET; THENCE N.89°29'38"E., A DISTANCE OF 234.94 FEET; THENCE S.00°30'22"E., A DISTANCE OF 237.39 FEET; THENCE S.89°41'51"W., A DISTANCE OF 234.95 FEET TO THE POINT OF BEGINNING.

CONTAINING 55,674.89 SQUARE FEET OR 1.2781 ACRES, MORE OR LESS.



Exhibit C
Annexation Boundary Description

ANNEXATION BOUNDARY DESCRIPTION

COMMENCING AT A PK NAIL IN THE ROAD AT THE INTERSECTION OF STATE ROAD 35 AND FOOTHILLS DRIVE, SAID PK NAIL BEING THE SOUTHWEST CORNER SECTION 27, TOWNSHIP 2 SOUTH, RANGE 6 EAST, SALT LAKE BASE AND MERIDIAN; THENCE N.89°41'51"E., A DISTANCE OF 818.05 FEET TO THE POINT OF BEGINNING;

THENCE N.73°54'24"W., A DISTANCE OF 103.22 FEET; THENCE N.84°40'27"W., A DISTANCE OF 49.63 FEET; THENCE N.00°01'03"W., A DISTANCE OF 438.01 FEET; THENCE N.88°59'56"E., A DISTANCE OF 607.97 FEET; THENCE S.00°10'42"E., A DISTANCE OF 242.11 FEET; THENCE N.89°29'36"E., A DISTANCE OF 21.51 FEET; THENCE S.00°30'22"E., A DISTANCE OF 237.39 FEET; THENCE S.89°41'51"W., A DISTANCE OF 483.51 FEET TO THE POINT OF BEGINNING.
CONTAINING 291,765.28 SQUARE FEET OR 6.6980 ACRES, MORE OR LESS.



Exhibit "D"

FRANCIS, UTAH

RESOLUTION NO. 2023-11

A RESOLUTION OF THE FRANCIS CITY COUNCIL APPROVING AN ANNEXATION AGREEMENT WITH FOOTHILL AT FRANCIS GATES FOR THE FOOTHILL AT FRANCIS GATES 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 December 14th, 2023; and

WHEREAS, the Council has reviewed the proposed agreement and now desires to authorize the Mayor to execute the Annexation Agreement with Developer on behalf of the City;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF FRANCIS CITY, STATE OF UTAH, AS FOLLOWS:

Section 1. **Approval.** That certain agreement, attached hereto as Exhibit A and incorporated herein by reference, is approved by the City Council of the City of Francis. The Mayor is authorized to sign and execute it on behalf of the City.

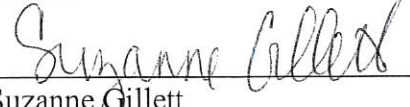
Section 2. **Severability.** If any section, part, or provision of this Resolution is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other portion of this Resolution, and all sections, parts and provisions of this Resolution shall be severable.

Section 3. **Effective Date.** This Resolution shall become effective immediately upon its passage.

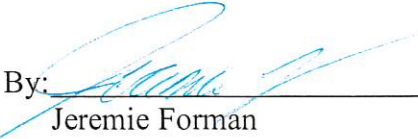
PASSED AND ADOPTED BY THE CITY COUNCIL OF FRANCIS CITY, STATE OF UTAH, THIS 14th DAY OF DECEMBER 2023.

FRANCIS CITY

ATTEST:



Suzanne Gillett
City Recorder

By: 

Jeremie Forman
Mayor

FRANCIS CITY

ORDINANCE NO. 2023-09

AN ORDINANCE OF THE CITY COUNCIL OF FRANCIS CITY APPROVING AN ANNEXATION WITH FOOTHILL AT FRANCIS GATES FOR THE FOOTHILL AT FRANCIS GATES ANNEXATION DEVELOPMENT

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

WHEREAS, the Planning Commission previously held a public hearing on the annexation, and all the affected property owners were notified; and

WHEREAS, the City Council now desires to approve the entry of the Annexation conditioned upon finalizing the Annexation Agreement with the Developer;

NOW, THEREFORE, BE IT ORDAINED by the Francis City Council as follows:

Section 1. Approval. The Foothill at Francis Gates Annexation is hereby annexed conditioned upon the execution of the Annexation Agreement, 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 on behalf of the City.

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

Section 3. Effective Date. This Ordinance shall become effective upon the execution of the Foothills at Francis Gates Annexation Agreement by the City and Developer.

PASSED AND APPROVED by the Francis City Council this 14th day of December, 2023.

By: [Signature]
Jeremie Forman, Mayor

[SEAL]

VOTING:

Jeremie Forman Yea X Nay ___
Sam Hunter Yea X Nay ___
Shana Fryer Yea ___ Nay ___ not present
Clayton Querry Yea X Nay ___
Clint Summer Yea ___ Nay ___ not present

ATTEST: [Signature]
Suzanne Gillet, City Recorder



**ANNEXATION AGREEMENT
FOR THE
FOOTHILLS AT FRANCIS GATE SUBDIVISION 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 Foothills at Francis Gate GP, 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 December, 14th 2023, and the owner of the parcels of land located in Summit County, Utah bearing Summit County tax identification numbers CD-2003, CD-2001-A, as well as parcel CD-2003-X owned by Francis City, (hereinafter referred to as “the Development Parcels,” legal descriptions for Developer owned property are attached hereto as Exhibit A, and the legal description for City owned property is attached hereto as Exhibit B, both of which are incorporated herein by reference).

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 or owners’ agent of certain real property described on Exhibit A attached hereto and incorporated herein by reference, and Francis City is the owner of certain real property described on Exhibit B attached hereto and incorporated herein by reference, which properties are proposed for annexation to Francis City and is hereinafter referred to as “the Annexation Property” which boundaries are more particularly described on Exhibit C, attached hereto and incorporated by reference.
- 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.
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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.2023-11, to which this Agreement is attached as "Exhibit D" and incorporated herein by reference.

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NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

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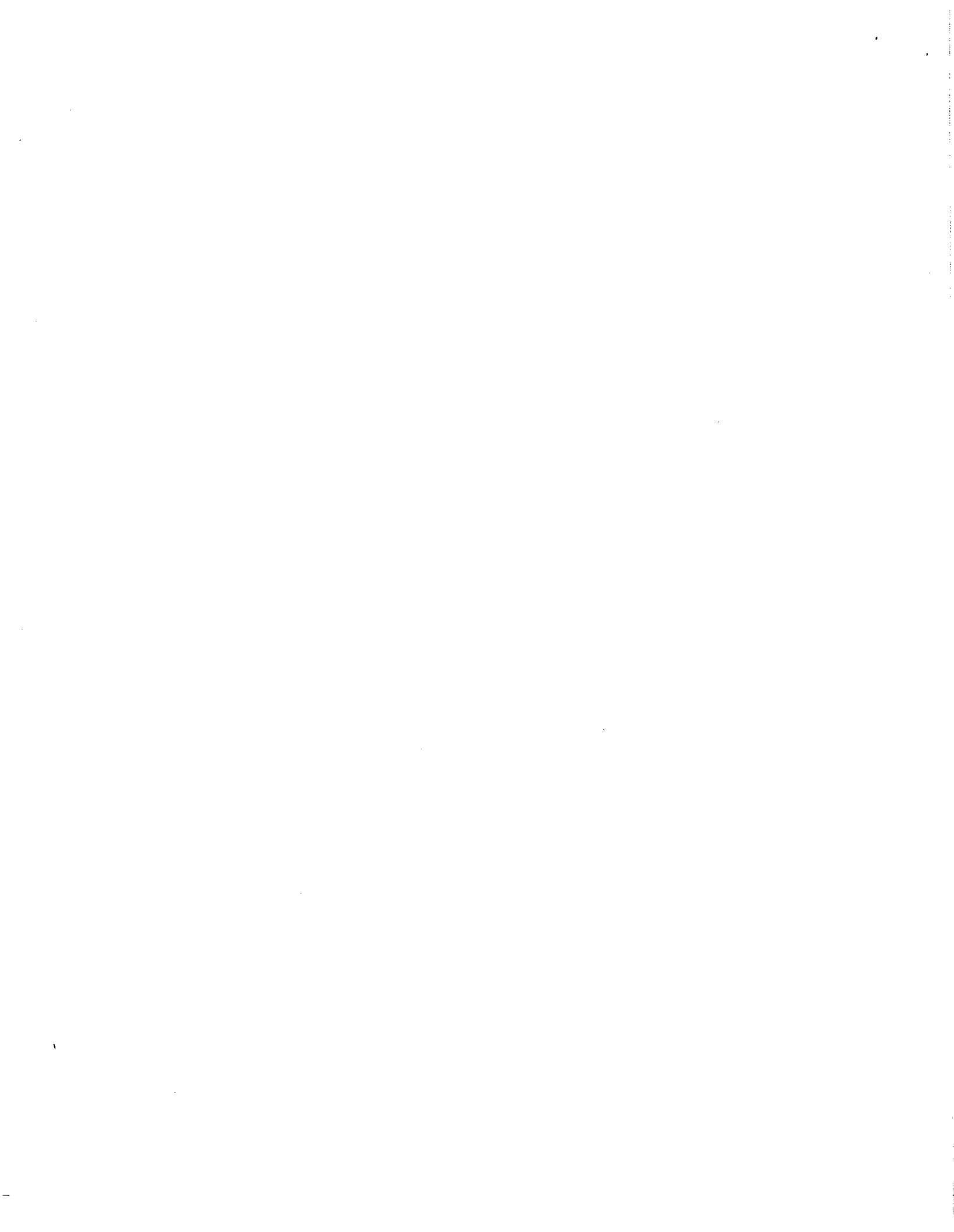
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A. Headings. The descriptive headings of the paragraphs of this Agreement are inserted for convenience only, and shall not control or affect the meaning or construction of any provision of this Agreement.

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 C, consisting of Tax Parcels Nos. CD-2003, CD-2001-A, and CD-2003-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 6.84 acres of land. The area proposed for annexation is located adjacent to the current boundaries 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. CD-2003-X – will be zoned P-F. All also other Development Parcels to be zoned AG-1.



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. **No Additional Lots**

a. FT-2 is also owned by the Developer and has already certain zoning rights. This annexation is being granted in part, because Developer agrees to develop no more than 6 lots on the combined parcels: CD-2001-A, CD-2003 & FT-2.

2. **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 these 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.

3. **Streets**

a. Developer will widen Foothill Drive from the intersection with SR-35 to the north property line of the Development Parcels.

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

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

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

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

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.

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 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.

c. 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 Foothills at Francis Gate Subdivision ("Foothills") Annexation, the City will:

1. Annex approximately 6.84 acres known as the Foothills Annexation into the City.
2. Zone the Annexation Parcels as/into AG-1 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 Foothills 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 14th day of December, 2023.

CITY OF FRANCIS
a Utah Municipal Corporation

ATTEST:

By (signature): Suzanne Gillett
Suzanne Gillett
City Recorder

By (signature): Jeremie Forman
Jeremie Forman
Mayor

Seal:

APPROVED AS TO FORM:
See next page.
City Attorney



IN WITNESS WHEREOF, the parties have executed this Agreement this 14th day of December, 2023.

CITY OF FRANCIS
a Utah Municipal Corporation

ATTEST:

By (signature): Suzanne Gillett
Suzanne Gillett
City Recorder

By (signature): Jeremie Forman
Jeremie Forman
Mayor

Seal:

APPROVED AS TO FORM:

[Signature]
City Attorney



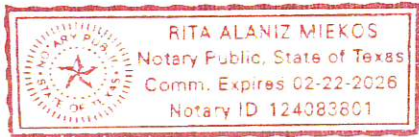
The terms of this Annexation Agreement are agreed to by:

Developer
Foothills at Francis Gate GP, LLC,
a Utah limited liability company

By: [Signature]
Name: Robert A. McFadden
Its: General Partner

STATE OF TEXAS)
) ss.
County of NOLAN)

The foregoing instrument was acknowledged before me this 17th day of January, 2024 by Robert A. McFadden, whose identity was proven to me by satisfactory evidence.



This notarial act was an online notarization

[Signature: Rita Alaniz Miekos]
NOTARY PUBLIC

Exhibit A

Developer Owned Parcels Legal Description

ANNEXATION BOUNDARY CD-2003 AND CD-2001-A

COMMENCING AT A PK NAIL IN THE ROAD AT THE INTERSECTION OF STATE ROAD 35 AND FOOTHILLS DRIVE, SAID PK NAIL BEING THE SOUTHWEST CORNER SECTION 27, TOWNSHIP 2 SOUTH, RANGE 6 EAST, SALT LAKE BASE AND MERIDIAN; THENCE N.89°41'51"E., A DISTANCE OF 818.05 FEET TO THE POINT OF BEGINNING;

THENCE N.73°54'24"W., A DISTANCE OF 103.22 FEET; THENCE N.84°40'27"W., A DISTANCE OF 49.63 FEET; THENCE N.00°01'03"W., A DISTANCE OF 438.01 FEET; THENCE N.88°59'56"E., A DISTANCE OF 607.97 FEET; THENCE S.00°10'42"E., A DISTANCE OF 242.11 FEET; THENCE S.89°29'36"W., A DISTANCE OF 213.43 FEET; THENCE S.00°30'22"E., A DISTANCE OF 236.55 FEET; THENCE S.89°41'51"W., A DISTANCE OF 248.57 FEET TO THE POINT OF BEGINNING.
CONTAINING 236,090.18 SQUARE FEET OR 5.4199 ACRES, MORE OR LESS.

Exhibit B

City Owned Parcel Legal Description

ANNEXATION BOUNDARY DESCRIPTION CD-2003-X

COMMENCING AT A PK NAIL IN THE ROAD AT THE INTERSECTION OF STATE ROAD 35 AND FOOTHILLS DRIVE, SAID PK NAIL BEING THE SOUTHWEST CORNER SECTION 27, TOWNSHIP 2 SOUTH, RANGE 6 EAST, SALT LAKE BASE AND MERIDIAN; THENCE N.89°41'51"E., A DISTANCE OF 818.05 FEET; THENCE N.89°41'51"E., A DISTANCE OF 212.47 FEET TO THE POINT OF BEGINNING;

THENCE N.00°30'22"W., A DISTANCE OF 236.55 FEET; THENCE N.89°29'38"E., A DISTANCE OF 234.94 FEET; THENCE S.00°30'22"E., A DISTANCE OF 237.39 FEET; THENCE S.89°41'51"W., A DISTANCE OF 234.95 FEET TO THE POINT OF BEGINNING.

CONTAINING 55,674.89 SQUARE FEET OR 1.2781 ACRES, MORE OR LESS.

Exhibit C
Annexation Boundary Description

ANNEXATION BOUNDARY DESCRIPTION

COMMENCING AT A PK NAIL IN THE ROAD AT THE INTERSECTION OF STATE ROAD 35 AND FOOTHILLS DRIVE, SAID PK NAIL BEING THE SOUTHWEST CORNER SECTION 27, TOWNSHIP 2 SOUTH, RANGE 6 EAST, SALT LAKE BASE AND MERIDIAN; THENCE N.89°41'51"E., A DISTANCE OF 818.05 FEET TO THE POINT OF BEGINNING;

THENCE N.73°54'24"W., A DISTANCE OF 103.22 FEET; THENCE N.84°40'27"W., A DISTANCE OF 49.63 FEET; THENCE N.00°01'03"W., A DISTANCE OF 438.01 FEET; THENCE N.88°59'56"E., A DISTANCE OF 607.97 FEET; THENCE S.00°10'42"E., A DISTANCE OF 242.11 FEET; THENCE N.89°29'36"E., A DISTANCE OF 21.51 FEET; THENCE S.00°30'22"E., A DISTANCE OF 237.39 FEET; THENCE S.89°41'51"W., A DISTANCE OF 483.51 FEET TO THE POINT OF BEGINNING.
CONTAINING 291,765.28 SQUARE FEET OR 6.6980 ACRES, MORE OR LESS.

Exhibit "D"

FRANCIS, UTAH

RESOLUTION NO. 2023-11

A RESOLUTION OF THE FRANCIS CITY COUNCIL APPROVING AN ANNEXATION AGREEMENT WITH FOOTHILL AT FRANCIS GATES FOR THE FOOTHILL AT FRANCIS GATES 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 December 14th, 2023; and

WHEREAS, the Council has reviewed the proposed agreement and now desires to authorize the Mayor to execute the Annexation Agreement with Developer on behalf of the City;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF FRANCIS CITY, STATE OF UTAH, AS FOLLOWS:

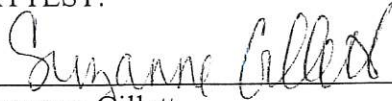
Section 1. **Approval.** That certain agreement, attached hereto as Exhibit A and incorporated herein by reference, is approved by the City Council of the City of Francis. The Mayor is authorized to sign and execute it on behalf of the City.

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 passage.

PASSED AND ADOPTED BY THE CITY COUNCIL OF FRANCIS CITY, STATE OF UTAH, THIS 14th DAY OF DECEMBER 2023.

ATTEST:



Suzanne Gillett
City Recorder

FRANCIS CITY

By: 

Jeremie Forman
Mayor

FRANCIS, UTAH

RESOLUTION NO. 2023-11

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NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF FRANCIS CITY, STATE OF UTAH, AS FOLLOWS:

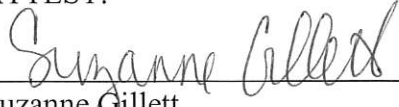
Section 1. **Approval.** That certain agreement, attached hereto as Exhibit A and incorporated herein by reference, is approved by the City Council of the City of Francis. The Mayor is authorized to sign and execute it on behalf of the City.

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 passage.

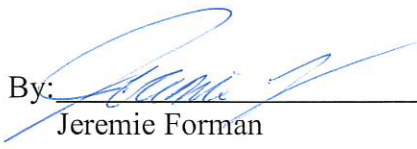
PASSED AND ADOPTED BY THE CITY COUNCIL OF FRANCIS CITY, STATE OF UTAH, THIS 14th DAY OF DECEMBER 2023.

ATTEST:

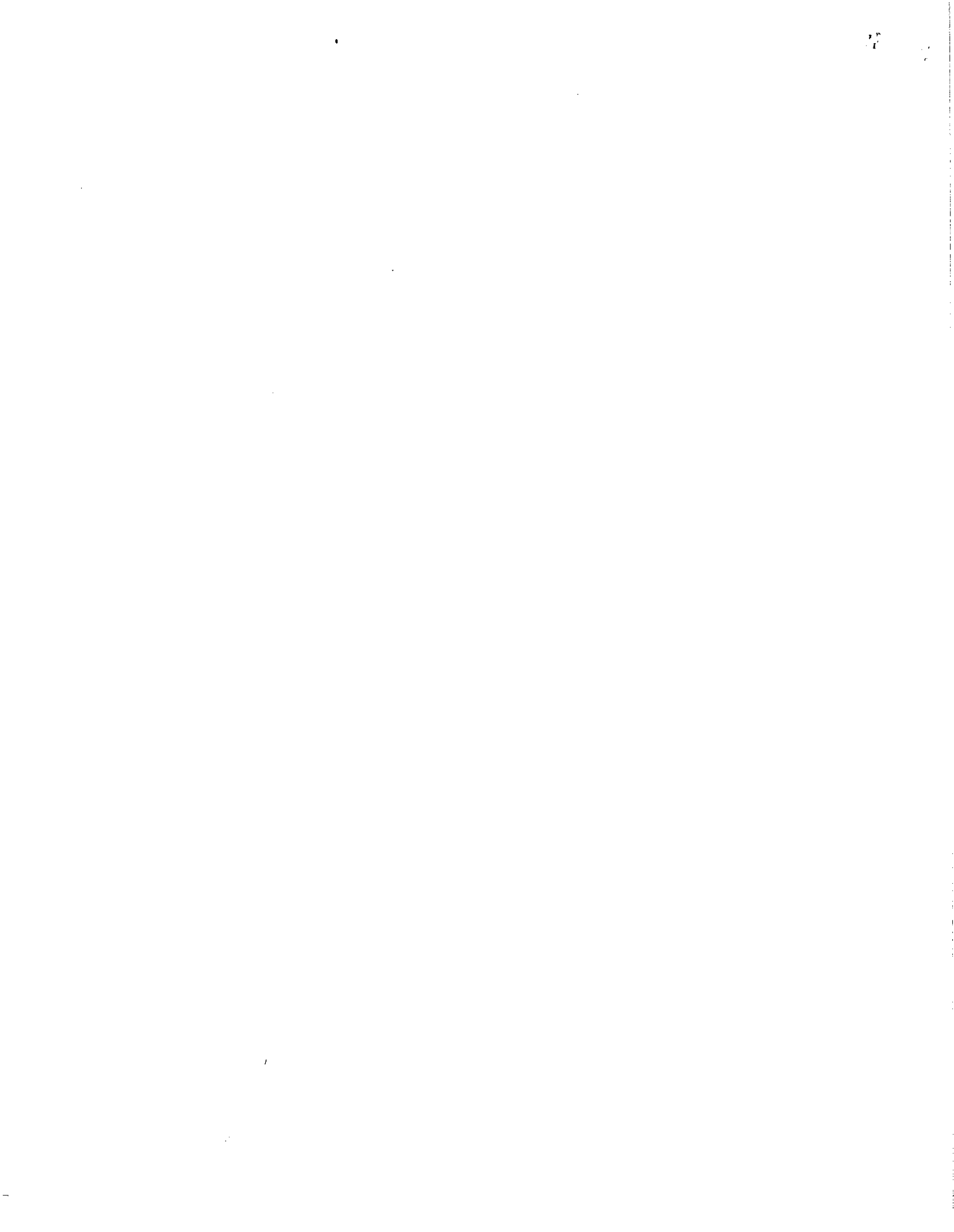


Suzanne Gillett
City Recorder

FRANCIS CITY

By: 

Jeremie Forman
Mayor



**ANNEXATION AGREEMENT
FOR THE
FOOTHILLS AT FRANCIS GATE SUBDIVISION 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 Foothills at Francis Gate GP, 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 December, 14th 2023, and the owner of the parcels of land located in Summit County, Utah bearing Summit County tax identification numbers CD-2003, CD-2001-A, as well as parcel CD-2003-X owned by Francis City, (hereinafter referred to as “the Development Parcels,” legal descriptions for Developer owned property are attached hereto as Exhibit A, and the legal description for City owned property is attached hereto as Exhibit B, both of which are incorporated herein by reference).

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 or owners’ agent of certain real property described on Exhibit A attached hereto and incorporated herein by reference, and Francis City is the owner of certain real property described on Exhibit B attached hereto and incorporated herein by reference, which properties are proposed for annexation to Francis City and is hereinafter referred to as “the Annexation Property” which boundaries are more particularly described on Exhibit C, attached hereto and incorporated by reference.
- 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.2023-11, to which this Agreement is attached as "Exhibit D" and incorporated herein by reference.

G. 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 C, consisting of Tax Parcels Nos. CD-2003, CD-2001-A, and CD-2003-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.

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- A. Description of Land: The Annexation Property consists of approximately 6.84 acres of land. The area proposed for annexation is located adjacent to the current boundaries 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. CD-2003-X – will be zoned P-F. All also other Development Parcels to be zoned AG-1.

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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. **No Additional Lots**

a. FT-2 is also owned by the Developer and has already certain zoning rights. This annexation is being granted in part, because Developer agrees to develop no more than 6 lots on the combined parcels: CD-2001-A, CD-2003 & FT-2.

2. **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 these 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.

3. **Streets**

a. Developer will widen Foothill Drive from the intersection with SR-35 to the north property line of the Development Parcels.

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

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

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

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b. 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.

c. 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 Foothills at Francis Gate Subdivision ("Foothills") Annexation, the City will:

1. Annex approximately 6.84 acres known as the Foothills Annexation into the City.
2. Zone the Annexation Parcels as/into AG-1 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 Foothills 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 14th day of December, 2023.

CITY OF FRANCIS
a Utah Municipal Corporation

ATTEST:

By (signature): Suzanne Gillett
Suzanne Gillett
City Recorder

By (signature): Jeremie Forman
Jeremie Forman
Mayor

Seal:

APPROVED AS TO FORM:

See next page.
City Attorney





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Jeremie Forman
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Seal:

APPROVED AS TO FORM:

[Signature]
City Attorney



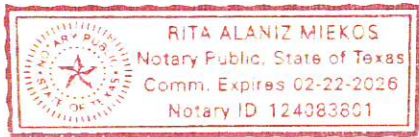
The terms of this Annexation Agreement are agreed to by:

Developer
Foothills at Francis Gate GP, LLC,
a Utah limited liability company

By: [Signature]
Name: Robert A. McFadden
Its: General Partner

STATE OF TEXAS)
) ss.
County of NOLAN)

The foregoing instrument was acknowledged before me this 17th day of January, 2024 by Robert A. McFadden, whose identity was proven to me by satisfactory evidence.



This notarial act was an online notarization

[Signature]
NOTARY PUBLIC



Exhibit A

Developer Owned Parcels Legal Description

ANNEXATION BOUNDARY CD-2003 AND CD-2001-A

COMMENCING AT A PK NAIL IN THE ROAD AT THE INTERSECTION OF STATE ROAD 35 AND FOOTHILLS DRIVE, SAID PK NAIL BEING THE SOUTHWEST CORNER SECTION 27, TOWNSHIP 2 SOUTH, RANGE 6 EAST, SALT LAKE BASE AND MERIDIAN; THENCE N.89°41'51"E., A DISTANCE OF 818.05 FEET TO THE POINT OF BEGINNING;

THENCE N.73°54'24"W., A DISTANCE OF 103.22 FEET; THENCE N.84°40'27"W., A DISTANCE OF 49.63 FEET; THENCE N.00°01'03"W., A DISTANCE OF 438.01 FEET; THENCE N.88°59'56"E., A DISTANCE OF 607.97 FEET; THENCE S.00°10'42"E., A DISTANCE OF 242.11 FEET; THENCE S.89°29'36"W., A DISTANCE OF 213.43 FEET; THENCE S.00°30'22"E., A DISTANCE OF 236.55 FEET; THENCE S.89°41'51"W., A DISTANCE OF 248.57 FEET TO THE POINT OF BEGINNING.
CONTAINING 236,090.18 SQUARE FEET OR 5.4199 ACRES, MORE OR LESS.



Exhibit B

City Owned Parcel Legal Description

ANNEXATION BOUNDARY DESCRIPTION CD-2003-X

COMMENCING AT A PK NAIL IN THE ROAD AT THE INTERSECTION OF STATE ROAD 35 AND FOOTHILLS DRIVE, SAID PK NAIL BEING THE SOUTHWEST CORNER SECTION 27, TOWNSHIP 2 SOUTH, RANGE 6 EAST, SALT LAKE BASE AND MERIDIAN; THENCE N.89°41'51"E., A DISTANCE OF 818.05 FEET; THENCE N.89°41'51"E., A DISTANCE OF 212.47 FEET TO THE POINT OF BEGINNING;

THENCE N.00°30'22"W., A DISTANCE OF 236.55 FEET; THENCE N.89°29'38"E., A DISTANCE OF 234.94 FEET; THENCE S.00°30'22"E., A DISTANCE OF 237.39 FEET; THENCE S.89°41'51"W., A DISTANCE OF 234.95 FEET TO THE POINT OF BEGINNING.

CONTAINING 55,674.89 SQUARE FEET OR 1.2781 ACRES, MORE OR LESS.

Exhibit C
Annexation Boundary Description

ANNEXATION BOUNDARY DESCRIPTION

COMMENCING AT A PK NAIL IN THE ROAD AT THE INTERSECTION OF STATE ROAD 35 AND FOOTHILLS DRIVE, SAID PK NAIL BEING THE SOUTHWEST CORNER SECTION 27, TOWNSHIP 2 SOUTH, RANGE 6 EAST, SALT LAKE BASE AND MERIDIAN; THENCE N.89°41'51"E., A DISTANCE OF 818.05 FEET TO THE POINT OF BEGINNING;

THENCE N.73°54'24"W., A DISTANCE OF 103.22 FEET; THENCE N.84°40'27"W., A DISTANCE OF 49.63 FEET; THENCE N.00°01'03"W., A DISTANCE OF 438.01 FEET; THENCE N.88°59'56"E., A DISTANCE OF 607.97 FEET; THENCE S.00°10'42"E., A DISTANCE OF 242.11 FEET; THENCE N.89°29'36"E., A DISTANCE OF 21.51 FEET; THENCE S.00°30'22"E., A DISTANCE OF 237.39 FEET; THENCE S.89°41'51"W., A DISTANCE OF 483.51 FEET TO THE POINT OF BEGINNING.
CONTAINING 291,765.28 SQUARE FEET OR 6.6980 ACRES, MORE OR LESS.

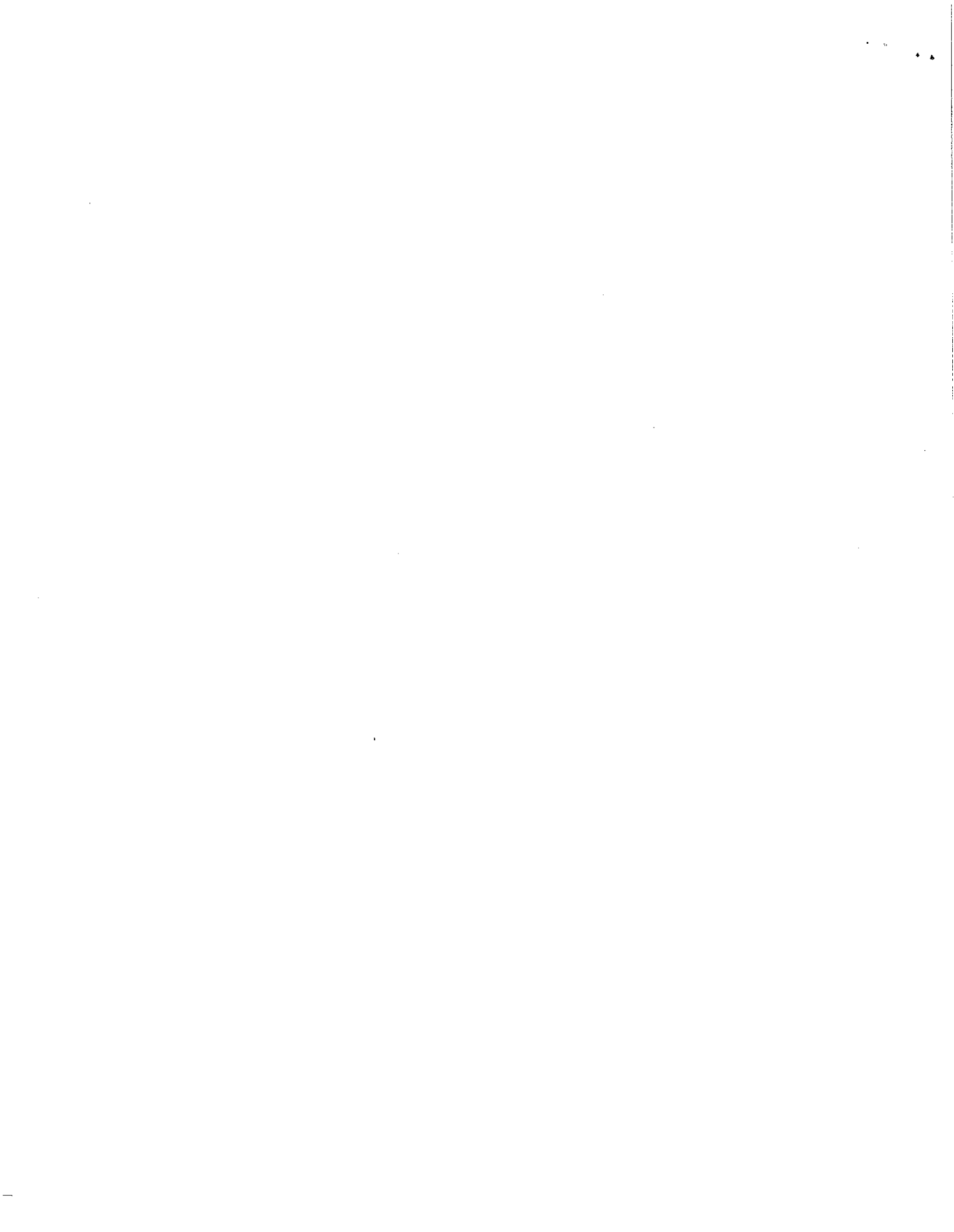


Exhibit "D"

FRANCIS, UTAH

RESOLUTION NO. 2023-11

A RESOLUTION OF THE FRANCIS CITY COUNCIL APPROVING AN ANNEXATION AGREEMENT WITH FOOTHILL AT FRANCIS GATES FOR THE FOOTHILL AT FRANCIS GATES 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 December 14th, 2023; and

WHEREAS, the Council has reviewed the proposed agreement and now desires to authorize the Mayor to execute the Annexation Agreement with Developer on behalf of the City;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF FRANCIS CITY, STATE OF UTAH, AS FOLLOWS:

Section 1. **Approval.** That certain agreement, attached hereto as Exhibit A and incorporated herein by reference, is approved by the City Council of the City of Francis. The Mayor is authorized to sign and execute it on behalf of the City.

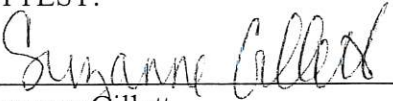
Section 2. **Severability.** If any section, part, or provision of this Resolution is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other portion of this Resolution, and all sections, parts and provisions of this Resolution shall be severable.

Section 3. **Effective Date.** This Resolution shall become effective immediately upon its passage.


PASSED AND ADOPTED BY THE CITY COUNCIL OF FRANCIS CITY, STATE OF UTAH, THIS 14th DAY OF DECEMBER 2023.

FRANCIS CITY

ATTEST:



Suzanne Gillett
City Recorder

By: 

Jeremie Forman
Mayor

