

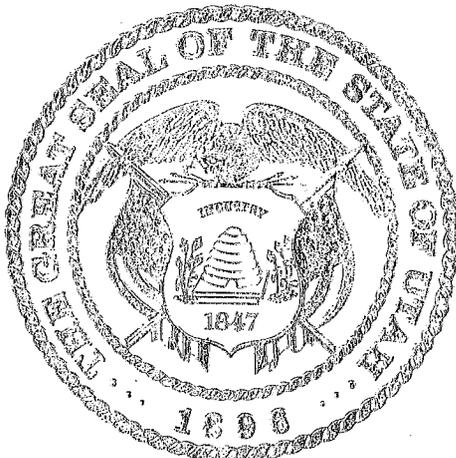
STATE OF UTAH



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 June 11th, 2015, 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 15th day of July, 2015 at Salt Lake City, Utah.

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

SPENCER J. COX
Lieutenant Governor

RECEIVED
JUL 06 2015
BY: _____



NOTICE OF IMPENDING BOUNDARY ACTION
TIMOTHY RAY WOODARD ANNEXATION

June 25, 2015

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 Timothy Ray Woodard Annexation. This annexation was accomplished by Ordinance 2015-03, which ordinance was passed by the Francis City Council on June 11, 2015.

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

Enclosed herewith are (1) a copy of Ordinance 2015-03 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

Suzanne Gillett
Francis City Recorder
2317 South Spring Hollow Road
Francis, Utah 84036

STATE OF UTAH)
 ss:
COUNTY OF SUMMIT)

Subscribed and sworn to before me on this 25 day of June, 2015,
by Suzanne Gillett.

Kraig J. Powell
NOTARY PUBLIC



RESOLUTION NUMBER 2015-06

**A RESOLUTION BY THE FRANCIS CITY COUNCIL
AUTHORIZING THE EXECUTION OF AN ANNEXATION
AGREEMENT FOR THE TIMOTHY RAY WOODARD
ANNEXATION**

WHEREAS, a petition was filed seeking annexation of certain real property to Francis City known as the Timothy Ray Woodard Annexation; and

WHEREAS, the Francis City Council desires to annex said property to the City subject to the terms of an annexation agreement; and

WHEREAS, an annexation agreement has been prepared and reviewed by the petitioner and the City Council; and

WHEREAS, said annexation agreement is attached hereto as Exhibit A.

NOW THEREFORE, be it hereby RESOLVED by the City Council of Francis City, Utah, as follows:

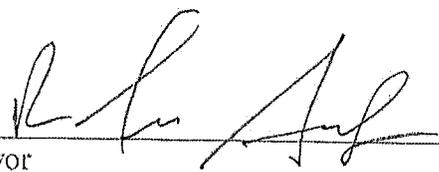
Section 1: The City Council agrees to enter into the Annexation Agreement attached as Exhibit A.

Section 2: The Mayor is hereby authorized to execute said Agreement on behalf of the City.

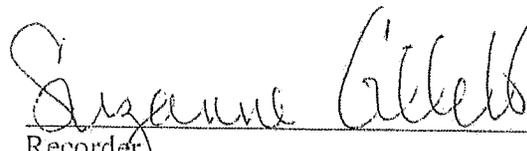
PASSED AND ADOPTED by the Francis City Council effective as of the 11th day of June, 2015.

FRANCIS CITY:

ATTEST:



Mayor



Recorder

CITY SEAL

**ANNEXATION AGREEMENT
FOR THE
TIMOTHY RAY WOODARD 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 Timothy Ray Woodard, hereinafter referred to as “Developers,” for Developers and for Developers’ real property successors and assigns, Developers being one or more of the signers of the Annexation Petition filed with the City on May 4, 2010, and accepted for further consideration by the City on June 10, 2010, which Petition seeks annexation to the City of a certain parcel of land described on Exhibit A attached hereto (hereinafter referred to as “the Annexation Property”).

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. Developers are the owners of certain real property described on “Exhibit A” 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 City of Francis Zoning Ordinance and other City ordinances. Developers and City desire to allow Developers 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, any future changes to ordinances and standards of the City of Francis, and the City of Francis General Plan.
- E. Developers and 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. 2015-06, to which this Agreement is attached.
- G. The City has authorized the negotiation of and adoption of annexation agreements under appropriate circumstances where proposed development contains outstanding features which 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.** City and Developers agree, understand and acknowledge that this Agreement is for the annexation and development of the Annexation Property. Further, City and Developers agree and understand that this Agreement shall be a covenant running with the Annexation Property and shall bind any future owners, heirs, or assigns.
- III. **Permitted Uses of Property.** The permitted uses for the Annexation Property shall be those uses specifically listed in the Zoning Ordinance 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. Developers represent and warrant 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 Developers 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. Developers represent to the City that by entering into this Agreement, Developers have bound themselves, the Annexation Property, and all persons and entities having any current or future legal or equitable interest in the Annexation Property, 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. 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 Annexation Property. This Agreement shall be incorporated by reference in any instrument purporting to convey an interest in the Annexation Property. The terms of this Agreement shall be binding upon all present and future owners of the Annexation Property and shall be appurtenant to, and shall run with, said land.

I. 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.

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

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

L. Liability. Any liability relating to the Annexation Property shall be the joint and several obligation of Developers.

M. Drafting. This Agreement, or any provision thereof, shall not be construed against any party due to the fact that this Agreement, or any provision thereof, was drafted by that party or that party's agent, but rather shall be construed and interpreted as if it was the product of the joint efforts of all parties, with all parties having equal input thereto.

N. Document. This Agreement, or a photocopy thereof, may be used in evidence in a subsequent proceeding in which any of the parties alleges a breach of, or seeks judicial interpretation of, this Agreement.

O. Cooperation. The parties hereto shall execute and deliver all documents, provide all information and take or forbear from all such action as may be necessary or appropriate to achieve the purposes of this Agreement.

P. Consent. Each of the parties hereby represent that they have been fully advised by their own attorney (or have had sufficient opportunity to be advised by their own attorney if they so desired) as to this Agreement and each provision hereof. Each of the parties further hereby represent that in entering into this Agreement, they have relied solely upon their own judgment and that of their own attorney (if represented by an attorney), and that they have not relied upon any representations which may have been made to them by any other party, or any other party's attorney or other agent.

Q. Waiver. By executing this Agreement, each party agrees, as a material condition of annexation of the Annexation Property, that the terms herein may be enforced, and covenants not to challenge, either in court or out of court, the terms of the Agreement or

their enforceability. Each party also agrees not to seek, and waives any claim to, monetary damages against the other party arising from said party proposing, creating, executing, requiring, demanding, or enforcing this Agreement and/or its terms.

R. Termination. This Agreement may be terminated or cancelled only by the mutual written consent of all parties hereto. No party may unilaterally void, avoid, abandon, or relinquish its obligations hereunder.

VI. Purpose of Agreement. The purpose of this Agreement is to provide for the annexation of real property into the City, to designate zoning that will apply to the Annexation Property upon annexation, and to provide for future development of the 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. 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 City the area described on Exhibit A attached hereto and incorporated herein by reference. 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 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 City.
- B. **Within Declaration Area:** The area to be annexed is within the area identified by City in its annexation policy declaration statement 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 other pending petitions to incorporate the area to be annexed.
- E. **No Unincorporated Islands:** The annexation of this area will not leave or create any islands of unincorporated territory requiring municipal type services.
- F. **Not Solely for Revenue:** The annexation is not being pursued by City solely for the purpose of gaining revenues or to gain a jurisdictional advantage over another municipality or to restrict annexation by some other municipality.
- G. **City Can Serve:** City intends to provide the same level of municipal services to the annexed territory as it provides all other areas within its boundaries, except as otherwise provided in this Agreement.
- H. **Petition was Proper:** A petition for annexation of this property was properly signed by the requisite number of land owners of the land area within the area proposed for annexation.
- I. **No Fiscal Burden Created:** City has determined that annexation of this area will not create fiscal burdens on City that will not be offset by the revenues expected to be generated by virtue of this annexation and Annexation Agreement.
- J. **Compatibility:** The annexation is a compatible land use within this community.

K. Illegal Peninsulas: The area to be annexed into the City does not create any illegal peninsulas of unincorporated county projecting into the City.

VIII. General Character of the Land to be Annexed.

A. Description of Land: The Annexation Property consists of approximately 3 acres of land located in the eastern portion of the City.

B. Municipal Services Required: The Annexation Property will require municipal services from the City. The extent of services required and the parties' obligations thereto, among other things, are set forth in the following conditions of annexation.

IX. Conditions of Annexation.

A. Developers' Obligations

As material terms of this Agreement and as conditions of Francis City annexing the Annexation Property described on Exhibit A attached hereto, and notwithstanding anything separate or to the contrary contained in City's general land use standards or ordinances, Developers, for themselves and their real property successors and assigns with respect to the parcels of land located in Summit County, Utah described on Exhibit A attached hereto, agree to the following:

1. Water

Prior to approval of any Final Subdivision Plat for all or any portion of the Annexation Property, and as an express condition of approval of any Final Subdivision Plat for all or any portion of the Annexation Property, or prior to the issuance of any building permit (if no subdivision plat is involved), one (1) acre foot of water (as measured in the City's well(s) after the transfer to City has been made) shall be transferred to City for each and every water hook-up for a residential lot located within any Final Subdivision Plat.

2. Streets

Prior to obtaining a building permit for a house on the Annexation Property, Developers will procure all legal rights-of-way necessary to grant the Developers access to the Annexation Property via a 24-foot wide roadway from 1000 East Street and shall submit satisfactory proof of such rights-of-way to the City. Furthermore, prior to obtaining a building permit for a house on the Annexation Property, Developers will construct and install a hammerhead turnaround on the Annexation Property, for use by emergency vehicles only, pursuant to standards of the City and the South Summit Fire District, as directed by the City Engineer. For any lots or building permits after the first such permit, Developers are obligated to provide or procure, at their own expense, new streets, street improvements, street routing and future street connectors to the Annexation Property in conformance with the Francis City master plan and other Francis City and State of Utah standards and policies as determined by the City Engineer.

3. Sewer

Developers, at their own expense, shall connect any structure designed for human occupancy on the Annexation Property to the City's public sewer lines as required by all City ordinances, policies and standards and as directed by the City Engineer.

4. Additional Requirements Applicable to Developers

- a. Developers acknowledge, covenant and agree that: (1) simultaneous with the recording of the Annexation Plat, they will record a lot line adjustment combining tax parcel FT-2099-D-1 with the Annexation Property to make one City parcel approximately 5 acres in size ("the five-acre parcel"); (2) only one dwelling unit will be allowed on the five-acre parcel unless and until a new, conforming subdivision is created and approved by Francis City on the five-acre parcel; and (3) no subdivision of the five-acre parcel will be allowed or considered by Francis City unless and until adequate access and other public facilities and utilities are available and provided to the five-acre parcel in conformance with City standards.
- b. Developers and Developers' 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 Annexation Property, including but not limited to legal, engineering and planning fees.
- c. Nothing herein shall be construed to relieve Developers of the standard obligations to also pay application fees, impact fees, connection fees, and other City fees and charges as part of the development process; provided, however, that the City will not require Developers to pay any equivalent residential unit annexation fee for the one home to be built on the five-acre parcel because of its limited impact.

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

B. City's Obligations

As consideration for this Agreement, the City will:

1. Annex approximately 3 acres of property into the City as described on Exhibit A attached hereto with a zoning designation of R-1.
2. Allow no more than one dwelling unit to be constructed on the five-acre parcel.

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

IN WITNESS WHEREOF, the parties have executed this Agreement this 23 day of June, 2015.

CITY OF FRANCIS
a Utah Municipal Corporation

ATTEST:

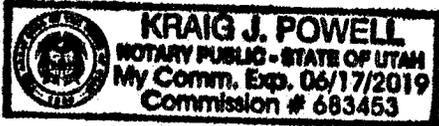
By (signature): Suzanne Gillett
City Recorder

By (signature): R. Lee Snelgrave
Mayor

Seal:

STATE OF UTAH)
) ss.
County of Summit)

The foregoing instrument was acknowledged before me this 25 day of June, 2015 by Suzanne Gillett and R. Lee Snelgrave, whose identities were proven to me by satisfactory evidence.



Kraig J. Powell
NOTARY PUBLIC

The terms of this Annexation Agreement are agreed to by:

TIMOTHY RAY WOODARD

Timothy Ray Woodard
Signature

STATE OF UTAH)
County of Summit) ss.

The foregoing instrument was acknowledged before me this 23 day of June,
2015 by Timothy R Woodard whose identity was proven to me by satisfactory evidence.

Kristie Bair
NOTARY PUBLIC



Exhibit A

Annexation Boundary Description

FRANCIS CITY

ORDINANCE NO. 2015-03

**AN ORDINANCE ANNEXING A PARCEL OF REAL
PROPERTY INTO THE FRANCIS CITY LIMITS
KNOWN AS THE TIMOTHY RAY WOODARD ANNEXATION**

WHEREAS, the owners of certain real property, described below, have petitioned to annex such real property into the corporate limits of Francis City, Summit County, Utah; and

WHEREAS, said real property is an unincorporated area contiguous to the boundaries of Francis City and the annexation thereof will not leave or create an unincorporated island or peninsula; and

WHEREAS, the Francis City Council accepted such petition for annexation for further consideration in accordance with Section 10-2-405(1) of the Utah Code; and

WHEREAS, the Francis City Recorder certified such petition for annexation in accordance with Section 10-2-405(2) of the Utah Code; and

WHEREAS, a copy of the public notice of the certification of such petition for annexation was delivered to the Francis City Council, and mailed to the contact sponsor on the petition for annexation, the Summit County Board of Commissioners and the Summit County Clerk in accordance with Section 10-2-405(2)(c)(i) of the Utah Code; and

WHEREAS, a copy of the public notice of the certification of such petition for annexation was mailed to the South Summit Fire District and the South Summit School District; and

WHEREAS, the Francis City Recorder did not receive any timely protests to such petition for annexation in accordance with Section 10-2-407(2) of the Utah Code;

WHEREAS, public notice of the certification of such petition for annexation was published in the Summit County News; and

WHEREAS, the Francis City Planning Commission held a public hearing regarding such petition for annexation and then made its recommendation to the City Council; and

WHEREAS, the Francis City Council held a public hearing regarding such petition for annexation.

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

Section 1: The real property, more particularly described in Section 2 below, is hereby annexed to Francis City, Utah, and the corporate limits of Francis City are hereby extended accordingly.

Section 2: The real property which is the subject of this Ordinance is described as follows:

SEE EXHIBIT A ATTACHED HERETO

Section 3: The real property described in Section 2 above shall be classified as being in the R-1 Zone as set forth in the Francis City Development Code.

Section 4: The real property annexed by this Ordinance shall be subject to the Annexation Agreement approved by the City Council in conjunction therewith.

Section 5: A certified copy of this Ordinance and an original plat describing the real property so annexed shall be recorded in the office of the Summit County Recorder within thirty (30) days after the date this Ordinance is adopted.

THIS ORDINANCE shall be effective upon posting, as permitted by the terms of Section 10-3-712 of the Utah Code.

PASSED AND ADOPTED by the Francis City Council effective as of the 11th day of June, 2015.

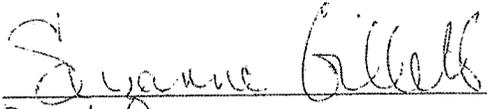
	Aye	Nay
Mayor Snelgrove	X	
Council Member Ames	X	
Council Member Crittenden	X	
Council Member Forman		
Council Member Fryer	X	

FRANCIS CITY:



Mayor

ATTEST:



Recorder

City Seal

EXHIBIT A

Legal Description of Annexation Property

Survey Description of Parcel CD-2099-C-C-1-C-3

A tract of land located in the Northeast Quarter of Section 33, Township 2 South, Range 6 East, Salt Lake Base and Meridian and having a Basis of Bearing taken as North between the East 1/4 Corner and the Northeast Corner of said Section 33 described as follows:

Beginning at a point which is North 399.98 feet along the Section Line and West 660.00 feet from the East 1/4 Corner of Section 33, T2S, R6E, SLB&M (said point being located on the Francis City Boundary) and running thence North 89°55'25" West, 657.55 Feet along an existing fence line and Francis City Boundary Line to a fence corner; thence North, 204.31 Feet along an existing fence line to a fence corner; thence South 89°54'50" East, 657.55 Feet along an existing fence line to the Francis City Boundary; thence South, 204.20 Feet along said City Boundary to the POINT OF BEGINNING, said described tract containing 3.08 Acres, more or less

