

STATE OF UTAH

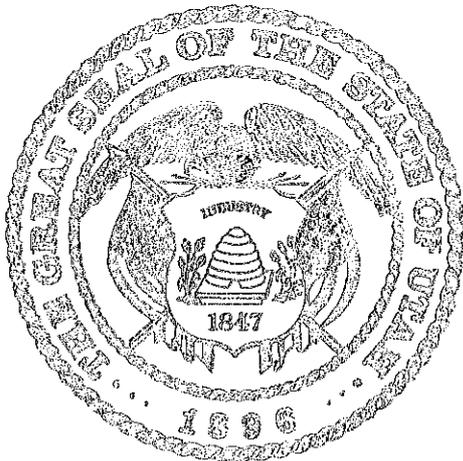


OFFICE OF THE LIEUTENANT GOVERNOR

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 March 10th, 2016, 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 27th day of April, 2016 at Salt Lake City, Utah.

SPENCER J. COX
Lieutenant Governor



NOTICE OF IMPENDING BOUNDARY ACTION
UINTA SHADOWS II ANNEXATION

April 20, 2016

To the Lieutenant Governor, State of Utah:

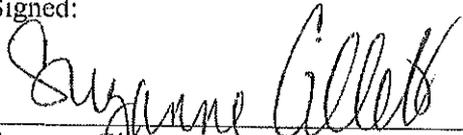
I am the City Recorder of Francis City. I am submitting this Notice of Impending Boundary Action regarding the Uinta Shadows II Annexation. This annexation was accomplished by Ordinance 2016-04 and Resolution 2016-03, which ordinance and resolution was passed by the Francis City Council on March 20, 2016.

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

Enclosed herewith are (1) copy of the Ordinance 2016-04 and Resolution 2016-03 and (2) a copy of the approved final local entity plat.

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

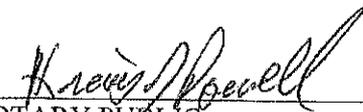
Signed:



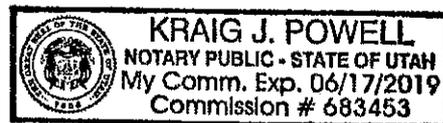
Suzanne Gillett
Francis City Recorder
2317 south Spring Hollow Road
Francis, Utah 84036

STATE OF UTAH)
 ss:
COUNTY OF SUMMIT)

Subscribed and sworn to before me on the 20, day of April 2016.



NOTARY PUBLIC





**ORDINANCE
2016-04**

**AN ORDINANCE APPROVING THE UINTA SHADOWS II
ANNEXATION AND DESIGNATING ZONING TO APPLY
TO THE ANNEXATION PROPERTY**

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

WHEREAS, on September 23, 2015, a petition was filed with Francis City to annex approximately 16.18 acres of land known as the Uinta Shadows II Annexation into Francis City; and

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

WHEREAS, on January 14, 2016, the Francis City Council held a duly-noticed public hearing to receive public input on the proposed annexation; and

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

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

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

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

SEE ATTACHED EXHIBIT A

Section 3: The real property described in Paragraph 2 above shall be classified as being in the R-1 and AG-1 Zones, pursuant to the Francis City Land Use Ordinance and Annexation Policy Plan, and the official Zoning Map of Francis City shall be amended accordingly.

Section 4: The real property described in Paragraph 2 above shall be subject to all laws, ordinances and policies of Francis City

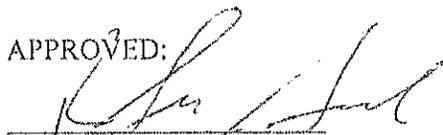
Section 5: The real property described in Paragraph 2 above, and this Annexation Ordinance, shall be subject to the Annexation Agreement adopted by the Francis City Council at the time of annexation.

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

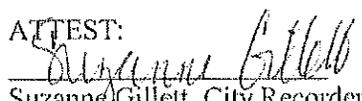
PASSED AND ADOPTED by the City Council of Francis City, Summit County, Utah this 10th day of March, 2016.

	AYE	NAY
Council Member Ames	<u> X </u>	_____
Council Member Crittenden	<u> X </u>	_____
Council Member Forman	<u> X </u>	_____
Council Member Fryer	<u> X </u>	_____
Mayor Snelgrove	<u> X </u>	_____

APPROVED:


R. Lee Snelgrove, Mayor

ATTEST:


Suzanne Gillett, City Recorder

(SEAL)

Exhibit A

Development Parcels Description

ALL OF THE LOT 1 AND LOT 5 OF UINTA SHADOWS II SUBDIVISION PLAT AS RECORDED IN THE SUMMIT COUNTY RECORDERS OFFICE. MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT WHICH IS SOUTH ALONG THE SECTION LINE S00°01'08"W 1,327.54 FEET AND EAST 30.00 FEET FROM THE NORTHWEST CORNER OF SECTION 29, TOWNSHIP 2 SOUTH, RANGE 6 EAST, SLB&M; THENCE N89°43'32"E 1,291.25 FEET TO THE EXISTING MUNICIPAL LINE. THENCE ALONG MUNICIPAL LINE S00°07'01"W 661.92 FEET, THENCE CONTINUE ALONG EXISTING MUNICIPAL BOUNDARY S89°21'13"W 1,290.22 FEET. THENCE N00°01'08"E 170.00 FEET, THENCE N 89°39'09" E 470.00 FEET, THENCE N00°01'11"E 330.00 FEET, THENCE S 89°39'09" W 470.00 FEET, THENCE N 00°01'08" E 170.27 FEET TO THE POINT OF BEGINNING.



city copy

RESOLUTION 2016-03

A RESOLUTION BY THE FRANCIS CITY COUNCIL AUTHORIZING THE EXECUTION OF A REVISION TO THE ANNEXATION AGREEMENT FOR THE UINTA SHADOWS II ANNEXATION

WHEREAS, the Utah Municipal Code authorizes municipalities to enter into contracts for corporate purposes; and

WHEREAS, the Francis City Council has reviewed a petition for annexation known as the Uinta Shadows II Annexation Petition, which petition was filed with the City on September 23, 2015; and

WHEREAS, the Francis City Council now desires to approve and authorize the execution of a revision to the Annexation Agreement relating to the petition for annexation.

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

Section 1: The City Council approves the attached revised Annexation Agreement.

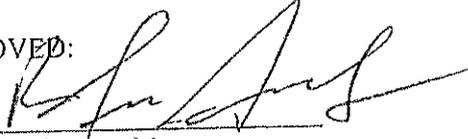
Section 2: The Mayor of Francis City is hereby authorized to execute the revised Annexation Agreement on behalf of Francis City.

Section 3: The Annexation Agreement, and this Resolution, shall be recorded in the Official Records of Summit County.

PASSED AND ADOPTED by the Francis City Council the 10th day of March, 2016.

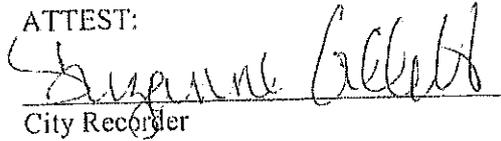
	Aye	Nay
Council Member Ames	X	
Council Member Crittenden	X	
Council Member Forman	X	
Council Member Fryer	X	
Mayor Snelgrove	X	

APPROVED:



R. Lee Snelgrove, Mayor

ATTEST:



City Recorder

City Seal

**ANNEXATION AGREEMENT
FOR THE
UINTA SHADOWS II 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 WALKER HOLDINGS LLC, a Utah limited liability company, hereinafter referred to as "Developers," for Developers and for Developers' real property successors and assigns, Developers being all of the signers of the Annexation Petition filed with the City on September 23, 2015, and the owners of the parcels of land located in Summit County, Utah bearing Summit County tax identification number US-II-1 and US-II-5 (hereinafter referred to as "the Development Parcels," legal descriptions of which are attached hereto as Exhibit A).

RECITALS

- A. Francis City, acting pursuant to its authority under Utah Code Annotated (UCA) 10-9a-101 *et seq.*, and UCA 10-2-401 *et seq.* in furtherance of its land use policies, goals, objectives, ordinances, resolutions, and regulations has made certain determinations with respect to the proposed annexation and, in the exercise of its legislative discretion, has elected to enter into this agreement.
- B. Developers are the owners of certain real property described on "Exhibit B" attached hereto and incorporated herein by reference, which property is proposed for annexation to Francis City and is hereinafter referred to as "the Annexation Property".
- C. The Annexation Property, once annexed into Francis City, will be subject to the Francis City Land Use Code and other City ordinances. 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. 2016-01, 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 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.** City and Developers agree, understand and acknowledge that this Agreement is for the annexation of the Development Parcels within the Annexation Property. Further, City and Developers 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. 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 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. 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 B attached hereto and incorporated herein by reference, consisting of Tax Parcels Nos. US-II-1 and US-II-5. 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 Expansion Area: The area to be annexed is within the area identified by 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 16.18 acres of land. The area proposed for annexation is located adjacent to the current northern and western boundary of Francis City.
- B. Municipal Services Required: The Annexation Property will require municipal services from the City, to be provided pursuant to City ordinances and the provisions of this Agreement.

IX. Conditions of Annexation.

A. Developers' Obligations

As material terms of this Agreement and as conditions of Francis City annexing the Development Parcels and the Annexation Property, Developers, for themselves and their real property successors and assigns, agree to the following:

1. Water

- a. In order to conduct development on the Development Parcels, Developers shall install any necessary facilities, both onsite and offsite (but solely to the extent necessary for Developers to make connections to the onsite infrastructure), to connect the Development Parcels, and any lots or units contained thereon, to the Francis City culinary water system, at Developers' own expense. Specifically, in addition to such onsite water facility improvements, Developers will install a 10-inch water main along Hallam Road from the northern boundary of the Development Parcels to connect to the existing water line at the intersection of Hallam Road and Wild Rose Drive.
- b. At the time of recording the plat for any proposed subdivision on the Development Parcels, Developers (or Developer's affiliate, as applicable) will supply and dedicate sufficient water rights, pursuant to all then-applicable City ordinances and then-applicable State law, to provide for: (i) the culinary water use in all platted residences and other structures within the Development Parcels and (ii) the irrigation of all land, as necessary, within the Development Parcels.

- c. Developers agree to relocate a well currently situated on the Development Parcels, which well serves three existing homes that are not being annexed. Developers agree to relocate the well from the Development Parcels onto one or more of the parcels that the well currently serves, and properly connect those parcels to the new well, and then abandon the existing well. Developers agree to complete the steps described in this paragraph prior to receiving final construction inspection approval for any infrastructure to be installed in any subdivision on the Development Parcels.

2. Streets

- a. All required street improvements and trails within the Development Parcels will be constructed at Developers' expense.
- b. All street improvements within the Development Parcels shall conform to Francis City standards and be approved by the City.
- c. Trails within the Development Parcels shall conform to Francis City standards and be approved by the City.
- d. All street connections to County roads will meet both City and County road standards.

3. Sewer

In order to conduct development on the Development Parcels, Developers shall install any necessary facilities, pursuant to then-applicable City construction standards, and as approved by the City Engineer, both onsite and offsite (but solely to the extent necessary for Developers to make connections to onsite infrastructure), to connect the Development Parcels, and any lots or units contained thereon, to the Francis City sewer system, at Developers' own expense.

4. Additional Requirements Applicable to Developers

- a. Prior to obtaining approval for any project located on the Development Parcels, Developers shall submit and obtain City approval of a plan to provide for safe and adequate storm water and irrigation water drainage, at Developers' expense, throughout the Development Parcels.
- b. Developers will pay to the City an annexation fee of \$8,000 per lot for every lot in any subdivision on the Development Parcels in order to help offset the City's costs of providing services to the Annexation Property and for other City purposes. This fee will be paid for all lots in the subdivision in one lump sum at the time the subdivision plat is recorded.
- c. Developers will submit a conforming application for a subdivision on the Development Parcels. Within the confines of the Annexation Property, the subdivision will consist of no more than 20 (twenty) lots on approximately 16.18 acres, as has been shown on the concept plans submitted to the City for review during the annexation process. Development approval of the proposed project will be governed by all standard City ordinances and policies, unless explicitly modified by this Agreement.

- d. Developers and Developers' successors and assigns agree to pay the City for the City's actual 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 legal and engineering fees. These costs will be paid pursuant to the escrow account procedures and other procedures set forth in City ordinances and policies.
- e. Nothing herein shall be construed to relieve Developers 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 current Francis 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 Developers to execute and comply with a separate development agreement in order to develop the Development Parcels, which development agreement may contain terms adding to or amending the terms of this Agreement, consistent with then-applicable City ordinances and state and federal law.

B. City's Obligations

As consideration for this Agreement and in consideration of Developers' agreements contained herein, the City will:

- 1. Annex approximately 16.18 acres known as the Uinta Shadows II Annexation.
- 2. Receive, review and consider approval of a subdivision on the Development Parcels in accordance with City zoning restrictions and other applicable law.

Notwithstanding the foregoing, the City does not guarantee that any specific concept plans, drawings or proposals submitted by Developers 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 10th day of March, 2016.

CITY OF FRANCIS
a Utah Municipal Corporation

ATTEST:

By (signature): 
Suzanne Gillett

By (signature): 
R. Lee Snelgrove

City Recorder

Mayor

Seal:

APPROVED AS TO FORM:

By (signature): *Kristy Powell*
City Attorney

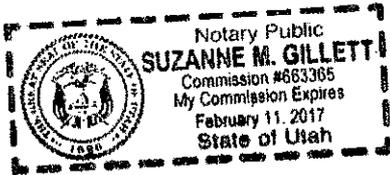
The terms of this Annexation Agreement are agreed to by:

WALKER HOLDINGS LLC

[Signature]
Signature Rex L. Campbell, Manager

STATE OF UTAH)
) ss.
County of Summit)

The foregoing instrument was acknowledged before me this 9 day of March,
20 16 by Rex L. Campbell, whose identity was proven to me by satisfactory evidence.



[Signature]
NOTARY PUBLIC

Exhibit A

Development Parcels Description

ALL OF THE LOT 1 AND LOT 5 OF UINTA SHADOWS II SUBDIVISION PLAT AS RECORDED IN THE SUMMIT COUNTY RECORDERS OFFICE. MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT WHICH IS SOUTH ALONG THE SECTION LINE S00°01'08"W 1,327.54 FEET AND EAST 30.00 FEET FROM THE NORTHWEST CORNER OF SECTION 29, TOWNSHIP 2 SOUTH, RANGE 6 EAST, SLB&M; THENCE N89°43'32"E 1,291.25 FEET TO THE EXISTING MUNICIPAL LINE, THENCE ALONG MUNICIPAL LINE S00°07'01"W 661.92 FEET, THENCE CONTINUE ALONG EXISTING MUNICIPAL BOUNDARY S89°21'13"W 1,290.22 FEET, THENCE N00°01'08"E 170.00 FEET, THENCE N 89°39'09" E 470.00 FEET, THENCE N00°01'11"E 330.00 FEET, THENCE S 89°39'09" W 470.00 FEET, THENCE N 00°01'08" E 170.27 FEET TO THE POINT OF BEGINNING.

