

AGENDA

Francis City Council Meeting
Thursday, April 11th, 2024, 6:00 p.m.
2319 So. Spring Hollow Rd. Francis, Utah

The meeting will be streamed via Francis City YouTube channel
<https://www.youtube.com/channel/UC-9wahpEELShvGQZShXGIXg> You
can also comment by email to comments@francisutah.org

1. Welcome, Call to Order and Pledge of Allegiance
2. Consent Agenda---Approval of invoice register dated April 11th, 2024, and minutes from March 14th, 2024
3. Public Comment
Comments will be taken on any item not scheduled for a public hearing, as well as on any other City business. Comments are limited to two minutes per speaker. The Council cannot act on items not listed on the agenda, and therefore, the Council may or may not respond to non-agenda issues brought up under Public Comment. Those wishing to comment should state their full name and address, whom they represent and the subject matter to be addressed. No person shall interrupt legislative proceedings. Total time allocated to public comments will be not more than 10 minutes.
4. Public Hearings---None
5. Discussion, Updates and Approval on Potential Action Items
 - A. Ordinance No. 2024-05 Zone Change Crittenden Subdivision
 - B. Burton Ranch Annexation Petition---Rick Rapp
 - C. Circle T Phase 2 & 3 Development Agreement---Andy Ball
 - D. Budget Discussion
 - E. Corridor Study Match
 - F. Policy Discussion Regarding Property Damage
 - G. Frontier Days
6. Council Business
 - A. Council Reports
 - B. Attorney Report
 - C. Planner Reports
 - D. Engineer Reports
 - E. Mayor Reports
7. (As Needed) Closed Executive Session to Discuss Pending or Reasonably Imminent Litigation, Purchase, Exchange, or Lease of Property and/or the Character, Professional Competence or Physical or Mental Health of an Individual.
8. Adjournment



FRANCIS CITY

ORDINANCE NO. 2024-05

**AN ORDINANCE OF THE FRANCIS CITY COUNCIL REZONING CERTAIN
PROPERTY LOCATED AT THE SOUTHWEST CORNER OF SR-35 AND
WILLOW WAY.**

WHEREAS, the owner of property located on the Southwest corner of SR-35 and Willow Way has made an application to Francis City Council to rezone the parcel from R-H/AG-I boundary to be moved back and additional 90 ft from Willow way.

WHEREAS, the Planning Commission has forwarded a recommendation of approval for the rezoning of the property from R-H/AG-I back and additional 90 ft from Willow Way.

WHEREAS, the City Council has held a public hearing on the proposal and now desires to rezone the property as requested.

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

Section 1. Rezone. That certain property located on the Southwest corner of SR-35 and Willow Way, also known as Parcel No. MCRIT-A-AM, is hereby rezoned from its current zoning of R-H/AG-I to move the boundary back an additional 90 ft from Willow Way.

Section 2. Zoning Map Amendment. The Zoning Map of Francis City is hereby amended to reflect the rezoning referenced in Paragraph 1, above.

Section 3. Severability If any section, part of 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 4. Effective Date. This Ordinance shall take effect upon publication or posting thirty (30) days after passage, whichever occurs first.

PASSED AND ADOPTED by the Francis City Council on the 14th day of March 2024.

AYE

NAY

Mayor Jeremie Forman
Councilmember Fryer
Councilmember Hunter
Councilmember Querry
Councilmember Summers

Mayor Jeremie Forman

City Recorder Suzanne Gillett

City Seal



Staff Report

To: Francis City Council

From: Katie Henneuse

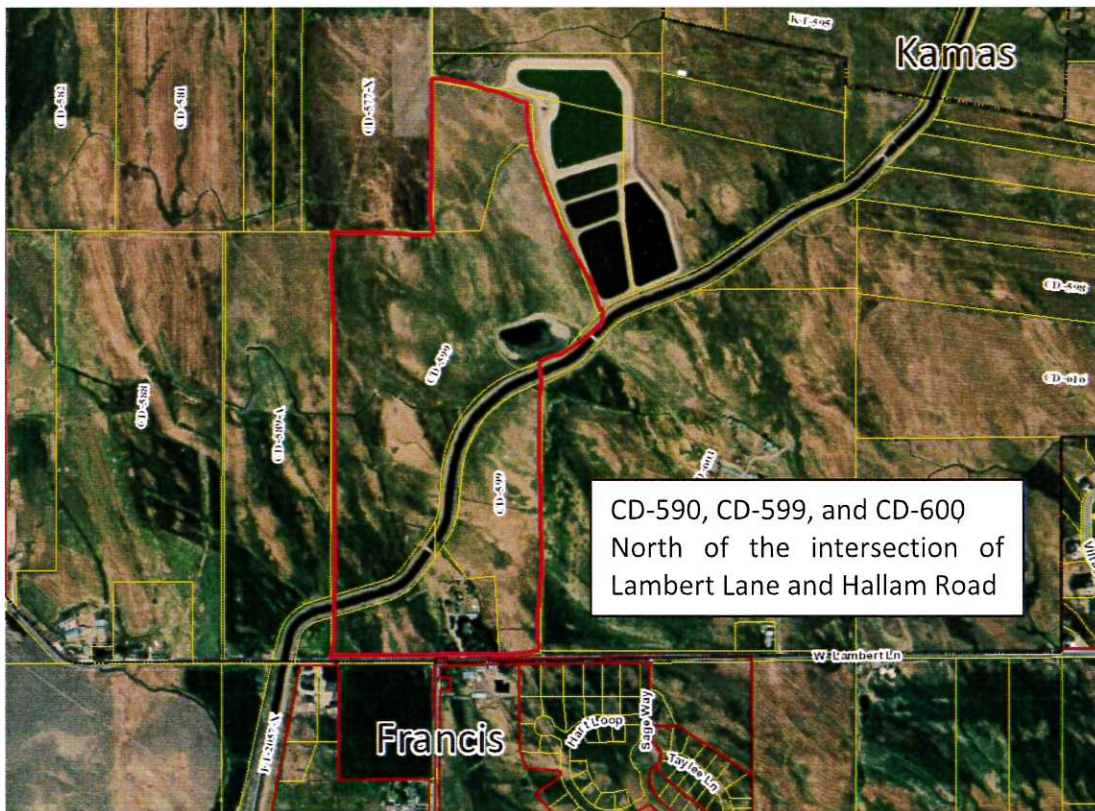
Report Date: March 26, 2024

Meeting Date: April 11, 2024

Title: Burton Ranch Annexation Petition

Type of Item: Legislative

Map and Location:



Executive Summary:

In March 2024, Richard Rapp with Annapurna Capital Partners, LP, filed an annexation petition for three parcels (CD-590, CD-599, and CD-600). These parcels comprise 92.19 acres on the northern side of the

City's annexation declaration area, near the intersection of Lambert Lane and Hallam Road. The applicant is proposing to develop 24.73 acres south of the canal as a residential subdivision named Burton Ranch. The remaining 67.46 acres of open space north of the canal will be placed in an agricultural conservation easement.

The applicant petitioned the City Council for annexation of the same property in September 2022. The concept plan proposed residential development on the north and south side of the canal as well as a small commercial-zoned area. The petition was denied.

Annexation Process:

1. Annexations are initiated by a Notice of Intent which is filed with the City and the County. The County mails notices to property owners within the area proposed for annexation and to property owners within 300 feet of the proposed annexation.
2. Annexation petitions are filed with the City Recorder. The applicant delivers a copy of the petition to the County the same day the petition is filed with the City.
3. The City Council evaluates the petition at their next regularly scheduled meeting. The City Council may accept or deny the petition for further consideration.
4. If the petition is denied, notice is mailed to the applicant and the County.
5. If the petition is accepted, the City further evaluates the petition. First, the City Recorder and City Attorney determine if the petition meets the requirements of State Law. If it does, the City will certify the petition and then post and mail notice as required by State Law, beginning a 30 day protest period.
6. A public hearing before the Planning Commission occurs during or after the protest period and the Planning Commission issues a recommendation. The City Council holds a public hearing after the protest period and grants or denies the petition.

Analysis – Annexation and the General Plan:

The General Plan sets the following land use goals and policies which should be considered in relation to this application.

<i>Land Use Goal 1</i> Encourage development that respects and preserves the character of Francis.	
Policy 1A	Encourage residential development to occur in conservation subdivisions, preserving open space.
Policy 1C	Support continuation of agricultural land uses in Francis.
Policy 1D	Identify and designate environmentally sensitive lands, scenic views, and important open spaces to limit the adverse impacts of development on and near these lands.
Policy 1E	Maintain an open space system that enhances quality of life, is interconnected, preserves environmental quality, and protects development from natural hazards.

A conservation subdivision is planned in the annexation area, following the General Plan guidance. Over 70% of the land will continue to be used for agriculture in perpetuity. 30% of the land will be developed and will no longer be used for agriculture.

The open space is adjacent to the City's sewer ponds. The City's continued use of these ponds and their potential expansion will be protected by the large buffer of open space. If this land is not annexed and future development is allowed to occur near the ponds, the City may need to purchase this property as a buffer.

The open space area is connected to other agricultural areas and is near the Ure property which is under contract by Summit County for potential conserved open space.

Land Use Goal 2 Carefully plan for growth, ensuring development occurs in suitable locations.	
Policy 2A	Prioritize development within the existing Francis boundaries.
Policy 2B	Guide land use and growth decisions through application of the General Plan, Zoning Map, and the Future Land Use Map.
Policy 2C	Density increases should be considered only upon demonstration of adequate infrastructure, resource availability, and benefit.

There are over 500 entitled housing units within current City boundaries that have not applied for a building permit. It also may be more desirable to fill in areas near the center of the city before extending the boundary northward.

The Future Land Use Map shows this area being zone AG-2.

If the petition is accepted for further consideration, the City will need to evaluate whether it can provide water and sewer infrastructure for an additional 105 units. Adequate water shares will need to be turned in by the applicant to supply water for the development.

There are several benefits of this annexation – the conserved open space, especially in proximity to the City's sewer ponds is the main benefit. This property was formerly in the West Hills incorporation area but was removed per the applicant's request. Another benefit if annexed, is that it would be within the City's jurisdiction.

Analysis – Annexation and City Code (Section 17.10):

Prior to City Council action on the petition, the City Code says the City Planner "Shall review the application and survey of the annexation area ... and evaluate the feasibility of the subject expansion of the City's boundaries."

When considering annexation, the City Code directs the City Council to, "Strive to avoid gaps between or overlaps with the expansion areas of other municipalities; consider the population growth projections for Francis City and adjoining areas for the next 20 years; consider current and projected

costs of infrastructure, urban services, and necessary public facilities; facilitate full development of areas within Francis City; expand infrastructure, services and facilities into the area being considered for inclusion in the expansion area when practical and feasible; consider, in conjunction with Francis City's general plan, the need over the next 20 years for additional land suitable for residential, commercial, and industrial development; consider the reasons for including agricultural lands, forest, recreation areas, and wildlife management areas in Francis City."

The area proposed for annexation does not create any islands or peninsulas. It is near other new developments and is within the City's annexation declaration area (see attached map). It was formerly in the West Hills incorporation boundaries but was removed. It is not within any other municipality's annexation declaration area.

The City's population is projected to grow by approximately 1,000 in the next 20 years. Estimating 2 people per household, 500 new units need to be built to accommodate this growth. There are over 500 residential units already entitled in the City.

Projected Population Growth

	2020	2030	2040	2050	2060
Summit County	42,701	44,136	50,630	55,099	59,603
Francis City	1,614	1,838	2,363	2,976	3,851

As far as feasibility, water and sewer infrastructure is located nearby. The main access roads are Lambert Lane and Democrat Alley. These roads may be inadequate to handle the increased traffic from this development combined with new nearby development in the Hart Crossing and Hidden Meadows subdivisions. The City may want to request a traffic feasibility study if the annexation petition is accepted. Staff recommends that the City have a discussion with Summit County prior to annexation about the timing of the planned Hallam Road extension to SR 248 and the City's responsibility to build this road if the property is annexed.

Analysis – Zoning and Concept Plan

The concept plan submitted with the petition proposes an AG-1 conservation subdivision. The Future Land Use Map projects area being zoned AG-2.

Conservation subdivisions allow for the clustering of residential lots, while preserving open space areas. In the AG-1 zone, a conservation subdivision is required to have a minimum of 50% open space. The concept plan submitted by the applicant places almost 75% of the annexed land in open space.

Conservation subdivisions offer a development incentive. In the AG-1 zone the incentive is 15%. The property is 92.19 acres, which allows for up to 92 units plus 13 incentive units. The maximum allowed number of units is 106, which matches the number of units proposed. Townhomes are allowed at up to 25% of the total number of units. The concept plan shows 105 units – 84 single family homes and 21 townhomes (20%). One care-taker unit on the conservation parcel is not shown but is proposed by the applicant.

One of the design standards for a conservation subdivision is that all new dwellings must be located a minimum of 100 feet from all external roads. The concept plan shows a large setback from Lambert Lane, but it appears to be closer to 50 ft than 100 ft. The applicant should adjust the concept plan to follow this design standard.

A narrow alley that is not the width of the standard City right-of-way is shown to provide access to the townhomes and some of the single-family homes. Staff recommends that the City get approval from the Fire District for this layout if the petition is accepted for further consideration.

Lots 55 and 56 driveway access from Lambert Lane. As a matter of policy, the City tries to avoid driveways on connector roads, but it can make exceptions in some cases. This issue should be discussed further if the petition is accepted for further consideration.

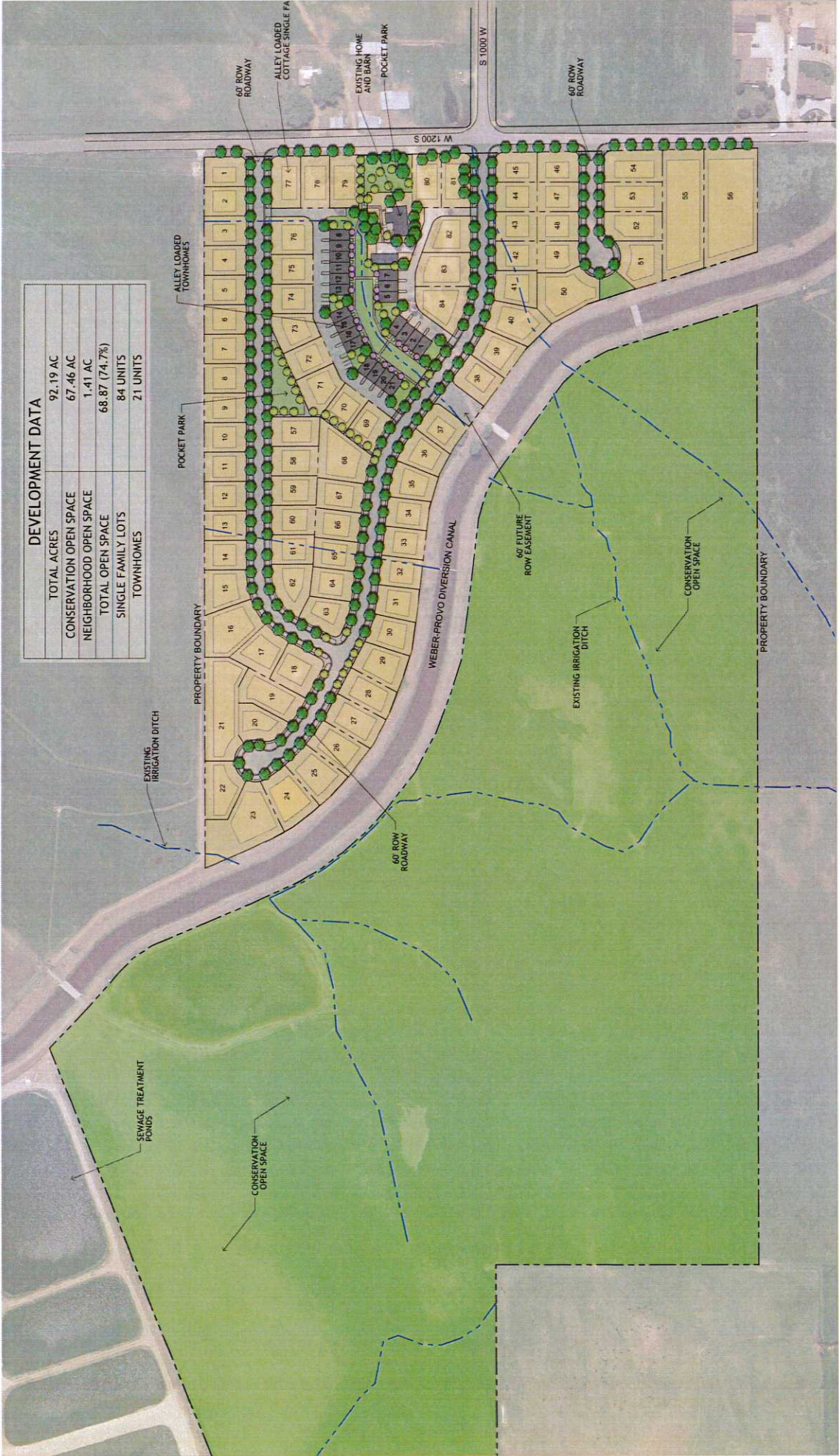
Staff Recommendation:

Annexation is legislative – the decision to accept or deny the petition is up to the discretion of the City Council. The petition may be accepted for further consideration if it meets the goals of the General Plan, the City Code, and if there is a potential benefit to the City.

Community Review:

A public hearing is not required for this item at this time. If the petition is accepted and certified, public hearings before the Planning Commission and City Council will be held. In compliance with State Law, Notices of Intent were mailed to property owners within the area proposed for annexation and to property owners within 300 feet of the proposed annexation.

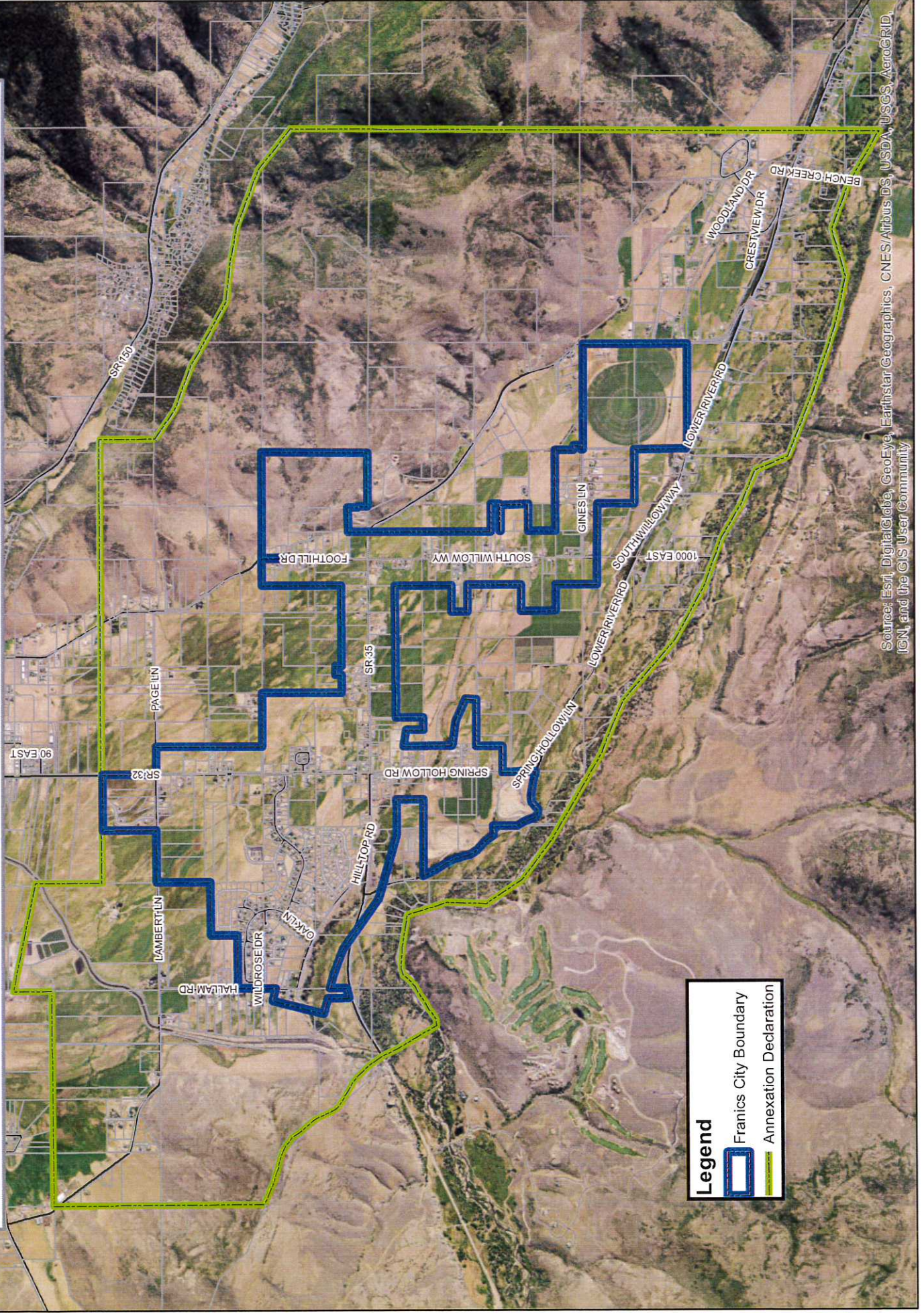
DEVELOPMENT DATA	
TOTAL ACRES	92.19 AC
CONSERVATION OPEN SPACE	67.46 AC
NEIGHBORHOOD OPEN SPACE	1.41 AC
TOTAL OPEN SPACE	68.87 (74.7%)
SINGLE FAMILY LOTS	84 UNITS
TOWNHOMES	21 UNITS



BURTON RANCH

CONCEPT SITE PLAN
MARCH 9, 2024

Annexation



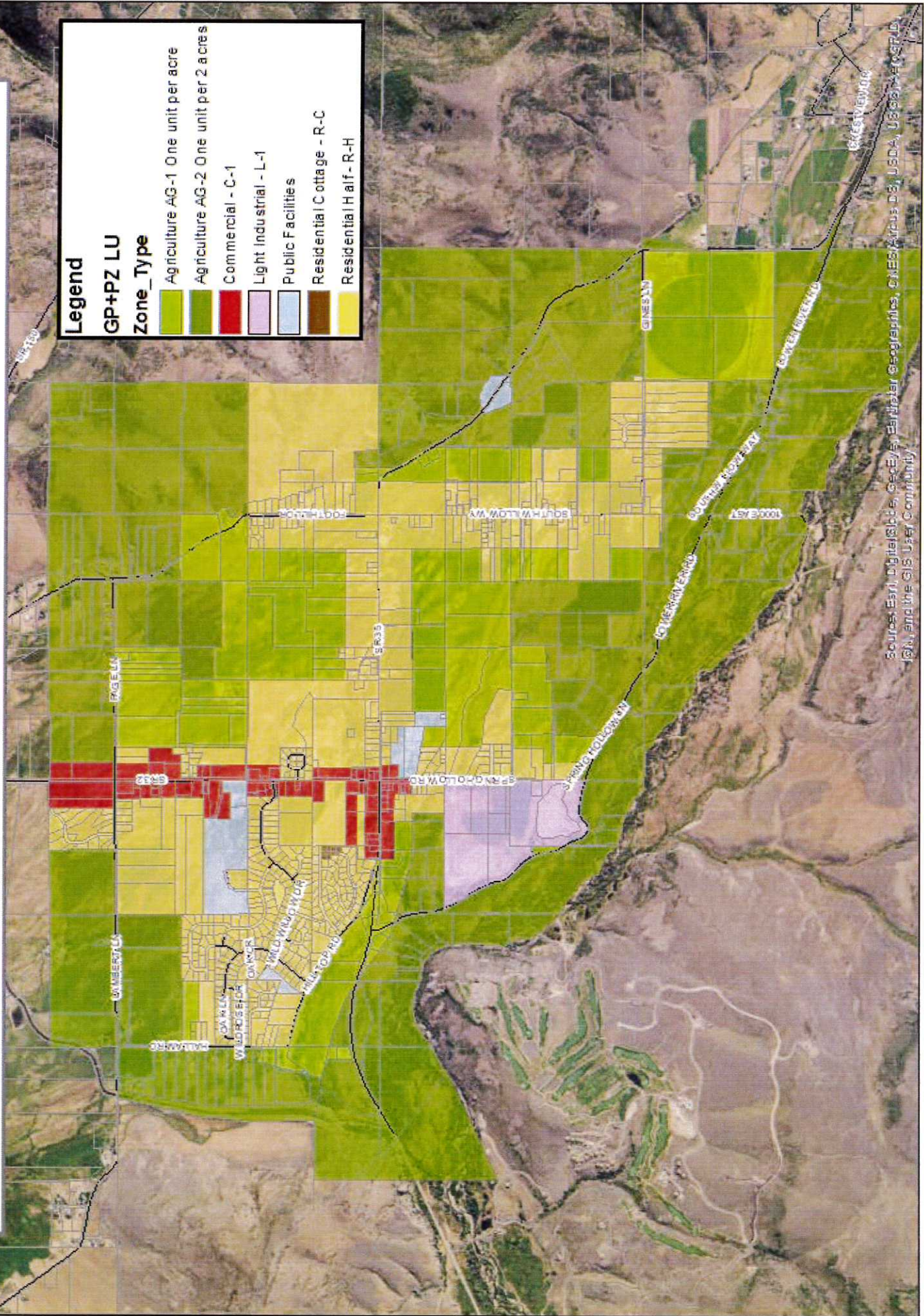
Legend

-  Franics City Boundary
-  Annexation Declaration

Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

Future Land Use

Legend	
GP+PZ LU	
Zone_Type	
	Agriculture AG-1 One unit per acre
	Agriculture AG-2 One unit per 2 acres
	Commercial - C-1
	Light Industrial - L-1
	Public Facilities
	Residential Cottage - R-C
	Residential Half-R-H



Sources: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community



Staff Report

To: Francis City Council

From: Katie Henneuse, Scott Kettle, Brad Christopherson

Report Date: April 1, 2024

Meeting Date: April 11, 2024

Title: Circle T Phase 2 and 3

Type of Item: Development Agreement

Executive Summary:

Final plat approval for the Circle T subdivision was granted in 2007. A development agreement was executed in 2017. The development agreement set the conditions and obligations for the entire project. The infrastructure was partially installed before Phase 1 went bankrupt. A subdivision plat was never recorded.

Phase 1 was purchased from the bank by Logan Page. He worked with the City to separate the obligations pertaining only to Phase 1 in a new development agreement. This agreement was signed by the City Council in April 2022. Andy Ball and John Kirkham, owners of Phases 2 and 3, would like to similarly create a new agreement to accomplish three goals:

1. Separate the obligations for Phases 2 and 3 from Phase 1.
2. Split the Phase 2 and 3 obligations according to the new phasing plan.
3. Make it possible for Phases 2 and 3 to proceed before Phase 1 if necessary.

City Staff and Andy Ball have discussed and negotiated the terms of the new development agreement. The number and location of lots will remain the same, other than changing Stockman Circle to Stockman Way to allow for a new road alignment that is preferred by the neighbors. There are 58 lots in Phase 2 and 3. One lot in Phase 2 (Lot 221) is the location of an existing home. Staff confirmed that all the obligations in the original agreement have been carried into the new agreement.

The following changes are proposed:

1. Update the phasing plan for the subdivision (see attached). Previously, there were 51 lots in Phase 2 and 7 lots in Phase 3. The developer is planning 42 lots in Phase 2 and 16 lots in Phase 3.

2. The annexation fee for Phases 2 and 3 will be split based on the number of lots. Phase 2 will pay \$277,120 before recording a plat. Phase 3 will pay \$108,000.
3. The number of water shares required for Phases 2 and 3 will be split based on the number of lots. Phase 2 will turn in 41-net acre feet of water before recording a plat. Phase 3 will turn in 16-net acre feet.
4. Developer of Phases 2 and 3 is not responsible for outstanding fees owed by Phase 1.
5. Developer will construct 1700 S (Ranch Road) from Field Hand Road to the northeast corner of Phase 3 at Stockman Way. This road must be completed or a bond submitted before the recordation of the Phase 3 plat. The cost of this road will be split between Phases 2 and 3. Phase 2 must bond for their share before recording the Phase 2 plat.
6. Developer is responsible to improve Kirkham Lane (through Phase 1) to meet City standards and record the right of way if Phase 1 is not completed prior to Phase 2.
7. Developer is responsible for completing the water and sewer improvements in Phase 1 if Phase 1 is not completed prior to Phase 2. Developer will also obtain a 20' easement for the water and sewer lines if Phase 1 is not completed prior to Phase 2.
8. Replace the requirement to build a landscape barrier such as a berm to prevent lot access from 1700 South (Ranch Road) with a 6-foot privacy fence as requested by the neighbors.
9. Recording of plat for Phase 3 requires ingress and egress consistent with City Code.

Staff Recommendation:

Review the changes and the new development agreement. Give approval for the Mayor to sign the agreement if the agreement accomplishes the three goals mentioned in this report and if all the obligations of the original development agreement pertaining to Phases 2 and 3 are carried into this new agreement.

Community Review:

A public hearing is not required for this item. A public hearing may be required if the plat(s) are amended.

**CIRCLE T RANCHES PHASES 2 AND 3
SUBDIVISION DEVELOPMENT AGREEMENT**

THIS DEVELOPMENT AGREEMENT (the “**Agreement**”) is entered into as of the ____ day of _____, 2024, by and between A AND D INVESTMENTS FRANCIS LLC, a Utah limited liability company, JOHN W. KIRKHAM and LOIS KIRKHAM (collectively referred to herein as “**Developer**”), and the CITY OF FRANCIS, a political subdivision of the State of Utah (hereinafter called “**City**”). Developer and the City are, from time to time, hereinafter referred to individually as a “**Party**” and collectively as the “**Parties**.” Unless otherwise noted herein, this Agreement supersedes and replaces any previous development agreements entered into by and between Developer and the City involving the same Property (defined below) and is the entire, complete Agreement between the Parties.

RECITALS

A. The City, acting pursuant to its authority under Utah Code Ann. Section 10-9a 101, *et. seq.*, in compliance with the Francis City Zoning Ordinance, including but not limited to Chapter 6 thereof, and in furtherance of its land use policies, goals, objectives, ordinances, and regulations, has made certain determinations with respect to the proposed Circle T Ranches Subdivision and therefore has elected to approve and enter into this Agreement in order to advance the policies, goals, and objectives of the City, and the health, safety, and general welfare of the public.

B. The City and a previous landowner/developer entered into a Development Agreement dated December 27th, 2017 to develop all three phases of Circle T Ranches.

C. The previous developer did not meet its obligations, and Phases 2 and 3 of Circle T Ranches were acquired by Developer.

D. Phase 1 of Circle T Ranches was acquired by a different entity (the “**Phase 1 Owner**”), and a separate Circle T Ranches Phase 1 Subdivision Development Agreement dated April 19, 2022 has been executed by the City and the Phase 1 Owner pertaining to the development of Phase 1.

E. In order for Developer to develop Phase 2 and Phase 3 of Circle T Ranches, the Parties are entering into a new Development Agreement to properly address the obligations of the Developer.

F. Developer has a legal interest in certain real property located in the City as described in Exhibit A attached hereto (the “**Property**”).

G. Developer intends to develop the Property described in Exhibit A as a residential subdivision to be known as Phase 2 and Phase 3 of Circle T Ranches containing 58 residential lots and a non-buildable open space lot. Attached hereto as Exhibit B is a proposed site plan for the Property (the “**Site Plan**”) that identifies the proposed locations of the residential lots, the open space lot and the access roads that would comprise Phase 2 and Phase 3 of Circle T Ranches. As shown on the Site Plan, Phase 2 would consist of Lots 201 through 242, inclusive, together with

Open Space 1. Phase 3 would consist of Lots 301 through 316, inclusive. The proposed Lot within Phase 2 identified as Lot 221 is the location of an existing home.

H. Each Party acknowledges that it is entering into this Agreement voluntarily. Developer consents to all of the terms of the Agreement as valid conditions of development under all circumstances.

NOW, THEREFORE, in consideration of the promises, covenants, and provisions set forth herein, the receipt and adequacy of which consideration is hereby acknowledged, the Parties agree as follows:

AGREEMENT

SECTION 1. EFFECTIVE DATE AND TERM

1.1 Effective Date.

This Agreement shall become effective on the date it is executed by Developer and the City (the “**Effective Date**”). The Effective Date shall be inserted in the introductory paragraph preceding the Recitals.

1.2 Term.

The term of this Agreement (the “**Term**”) shall commence upon the Effective Date and continue for a period of 25 years. This Agreement only pertains to and carries with Phase 2 and Phase 3 of Circle T Ranches Subdivision and transfers to the next Developer should the ownership of the Property change. Unless otherwise agreed between the City and Developer, Developer’s vested interests and rights contained in this Agreement expire at the end of the Term, or upon termination of this Agreement. Upon termination of this Agreement, the obligations of the Parties to each other hereunder shall terminate, but none of the dedications, easements, licenses, building permits, or certificates of occupancy granted prior to expiration of the Term or the termination of this Agreement shall be rescinded or limited in any manner.

SECTION 2. DEFINITIONS

Unless the context requires a different meaning, any term or phrase used in this Agreement that has its first letter capitalized shall have that meaning given to it by this Agreement. Certain terms and phrases are referenced below; others are defined where they appear in the text of this Agreement, including its Exhibits.

“Applicable Law” shall have that meaning set forth in Section 4.2 of this Agreement.

“Governing Body” shall mean the Francis City Council.

“Changes in the Law” shall have that meaning set forth in Section 4.2 of this Agreement.

“Conditions to Current Approvals” shall have the meaning set forth in Section 3.1(b) of this Agreement.

“City” shall mean the City of Francis and shall include, unless otherwise provided, any and all of the City’s agencies, departments, officials, employees or agents.

“City General Plan” or “General Plan” shall mean the General Plan of the City of Francis.

“Developer” shall have that meaning set forth in the preamble, and shall also include Developer’s successors and/or assigns, including but not limited to any homeowners’ association which may succeed to control of all or any portion of the Project.

“Director” shall mean the Director of the Francis City Planning Department, or his or her designee.

“Effective Date” shall have that meaning set forth in Section 1.1 of this Agreement.

“Notice of Compliance” shall have that meaning set forth in Section 8.1 of this Agreement.

“Planning Commission” shall mean the Francis City Planning Commission.

“Project” shall mean the Property and the development on the Property of Phase 2 and Phase 3 of Circle T Ranches or such other name for the Project as Developer may select, which Project is the subject of this Agreement as well as any ancillary and additional improvements or endeavors incident thereto.

“Property” shall mean the parcel or parcels of land which are the subject of this Agreement and which are more particularly described in Exhibit A.

“Subsequent Approval” means a City approval or permit, which is not otherwise provided for in this Agreement, and which is reasonably necessary for completion of the Project as reasonably determined by the City.

SECTION 3. OBLIGATIONS OF DEVELOPER AND THE CITY

3.1 Obligations of Developer.

(a) **Generally.** The Parties acknowledge and agree that the City’s agreement to perform and abide by the covenants and obligations of the City set forth herein is material consideration for Developer’s agreement to perform and abide by the covenants and obligations of Developer set forth herein.

(b) **Conditions to Current Approvals.** Unless otherwise stated, each requirement for the Project must be met prior to recording a plat for a Phase of the Project. Developer shall comply with all of the following Conditions to Current Approvals:

(1) **Payment of Fees:** Developer agrees to pay all Francis City fees as a condition of developing the Property and Project, including all engineering, planning and attorney fees and other outside consultant fees incurred by the City in relation to the Project, and fees already accrued with respect to the Project. Developer shall not be responsible for the payment to the City of any fees associated with or pertaining to Phase 1 of Circle T Ranches (the “**Phase 1**”).

Fees”), which Phase 1 Fees are payable separately by the Phase 1 Owner. All fees, including outstanding fees for prior plan checks pertaining to Phase 2 and Phase 3 of the Project (whether or not such checks are currently valid) shall be paid current prior to the recording of any plat or the issuance of any building permit for the Project or any portion thereof.

(2) **Water:** Developer agrees to provide to the City a total of 1-net acre feet of water as measured in the City’s well for each of the residential lots within Phase 2 and Phase 3, as identified on Exhibit B, with the exception of proposed Lot 221. Consequently, Developer shall be obligated to provide a total of 41-net acre feet of water with respect to Phase 2, and a total of 16-net acre feet of water with respect to Phase 3. The water to be provided to the City pursuant to this Section 3.1(b)(2) shall be for the benefit of the Project, to satisfy both culinary and irrigation use. The water provided by Developer shall meet all City policies and ordinances for culinary and irrigation use, respectively. Developer shall be obligated to satisfy such water obligations at the time of the recording of a subdivision plat for each separate Phase.

(3) **Construction and/or Dedication of Project Improvements:** Developer agrees to construct and/or dedicate, at Developer’s expense, project improvements as directed by the City, including but not limited to roads, trails, landscaping, water, sewer, storm drains, and other utilities as shown on the approved final plans and in accordance with City standards as directed by the City Engineer. Developer also agrees to comply with the following:

(a) Developer agrees to construct and dedicate to the City a thirty (30) - foot wide portion of the road identified as 1700 South or Ranch Road over and across the location identified on the Site Plan. The portion of Ranch Road to be constructed by Developer begins at Field Hand Road, which Field Hand Road shall be located within Phase 1 of Circle T Ranches, and the portion of Ranch Road to be constructed by Developer continues eastward to the northeast corner of Phase 3, which end of Ranch Road is identified on the Site Plan as Stockman Way. The construction and dedication to the City of this portion of Ranch Road shall be a condition that Developer must satisfy in connection with the recording of the Plat for Phase 3. Developer must construct and develop this portion of Ranch Road pursuant to City standards and as directed by the City Engineer. Developer must cause to be deeded to the City, the rights-of-way necessary to construct and operate this section of Ranch Road. Developer must obtain written approval from the South Kamas and Washington Irrigation Companies for the design and configuration of this section of Ranch Road. Developer of phase 2 shall be obligated to provide to the City a completion bond to secure Developer’s *pro rata* share of the cost to complete Ranch Road as described above prior to recording the plat. This cost will be the responsibility of the Developer of Phase 2 and Phase 3. Developer is responsible for the construction costs of the trail and associated fencing along Ranch Road in Phase 3.

(b) Developer agrees to obtain written approval from UDOT for all access to, and intersections with, state highway 35.

(c) Developer will construct an asphalt trail, pursuant to City standards, along one side of the following mentioned roads in Phase 2 and Phase 3 as shown on the Site Plan: Circle T Ranch Drive, Kirkham Lane, Cattleman Cove, Maverick Lane, Prairie Loop and Stockman Way.

(d) Developer will construct drainage swales along the shoulders of the roads in the Project pursuant to City standards and as directed by the City Engineer. Developer will install oil separators in the drainage swales to protect the quality of the drainage water. Developer will include in the Project's Covenants, Conditions and Restrictions policies requiring lot owners to protect the integrity and the cleanliness of the drainage swales.

(e) Developer and/or its successors and assigns will perform all necessary snowplowing in the Project until the Project is 50 percent built out pursuant to the City's building code standards.

(f) Developer agrees to install a public water line 10 inches in diameter along Circle T Ranch Drive from the Highway 35 intersection to the Phase 1 improvements, along Prairie Loop road, stub to the end of Maverick Lane and to stub the water line along Stockman Lane to the new Ranch Road.

(g) Developer will reserve a temporary turnaround easement on Lots 213 and 214 at the east end of Maverick Lane and Prairie Loop pursuant to City standards and as directed by the City Engineer. When and if a public road is extended from that point east, the easement will expire and the property will revert to the lot owners.

(h) Developer shall be responsible to improve Kirkham Lane from Parley's Loop to meet City standards and as directed by the City Engineer and record the right of way if Phase 1 is not completed prior to Phase 2.

(i) Developer shall be responsible for completing the water and sewer improvements in Phase 1 in Circle T Ranch Drive, Field Hand Lane and Ranch Road (1700 South) to meet City standards and as directed by the City if Phase 1 is not completed prior to Phase 2. Developer will also obtain an 20' easement for the water and sewer lines if Phase 1 is not completed prior to Phase 2.

(4) **Covenants, Conditions and Restrictions.** Developer will adopt Covenants, Conditions and Restrictions for the Project that will ensure compliance with Developer's obligations contained herein. Developer will allow the City to review the Covenants, Conditions and Restrictions prior to recording them, but the City will have no responsibility or liability for their content or any obligation to enforce them. The Covenants, Conditions and Restrictions will, however, grant the City legal authority to enforce them if the City, solely at its option, determines to enforce some, all or any of its provisions.

(5) **No Access to Lots from Rear.** The lots in the Project located along 1700 South (Ranch Road) will not be allowed to be accessed from 1700 South (Ranch Road). These lots shall all be notated with an R on the plat. The recorded plat must include a note containing this restriction. Developer will construct a neutral-colored six-foot privacy fence to be

approved by the City Engineer along the north side of these lots to prevent such access. The Project's homeowner's association will be responsible for maintenance of the fence.

(6) **Annexation Agreement.** Developer agrees to comply with all terms of the Runaway Ranch Annexation Agreement (unless compliance with a term has been expressly waived in writing by the City) including but not limited to payment of the Phase 2 and Phase 3 Annexation Fees referenced therein, which fees are in addition to all other required development fees, impact fees, connection fees, professional fees, and other fees required by City policies and/or by this Agreement. The City will allow the Annexation Fees in the Runaway Ranch Annexation Agreement to be divided between Phase 1 and Phases 2 and 3. That allocation will be as follows: the property owner of Phase 1 will be obligated to pay \$278,880, and the property owner of Phases 2 and 3 will be obligated to pay \$385,120. The respective property owners for each Phase shall be responsible for the payment of their respective portions of the Annexation Fees prior to recordation of the plat for their respective Phases. The Annexation Fees in the amount of \$385,120 allocated to Phases 2 and 3 shall be allocated between Phase 2 and Phase 3, such that \$277,120 of the Annexation Fee shall be payable prior to the recordation of the plat for Phase 2, and \$108,000 shall be payable prior to the recordation of the plat for Phase 3. The allocation of Annexation Fees between Phase 2 and Phase 3 in the preceding sentence shall not be adjusted, even if the actual number of residential lots in Phase 2 and Phase 3 are different from the projected number of residential lots for such Phases as set forth in this Agreement and on the Site Plan.

(7) **Engineer Review.** All plats and construction drawings submitted at any time are subject to review and redline by the City Engineer.

(8) **Warranty.** Consistent with City standards, Developer will provide a two-year warranty for the operation of all improvements. The start date of said warranty shall commence when that individual improvement is inspected and accepted by the City.

(9) **Bonding.** Developer agrees to post bonds in amounts and types established by the City related to the performance of Developer's construction obligations for the Project, pursuant to current City ordinances, resolutions and standards.

(10) **Unbuildable Lots.** Lots 225 & 226 are designated as unbuildable, due to wetlands restrictions imposed by the Army Core of Engineers. Any development or building on these lots will be allowed only if expressly permitted at some future date by the Army Corps. These restrictions must appear on the recorded plat and on any deeds transferring title to these lots.

(11) **Annexation Agreement.** Developer agrees to comply with all terms of the Runaway Ranches Annexation Agreement (unless compliance with a terms has been expressly waived in writing by the City) prior to recording a plat for the Project.

(12) **Open Space Conservation Parcel.** Developer, and/or its successor or assigns, will designate, maintain and preserve in perpetuity, a 1.86 acre open spaces conservation parcel in the project on land regulated as wetlands by the U.S. Army Corps of Engineers. All requirements of the Corps must be observed at all times. No buildings will ever be allowed on this parcel, and the parcel may not be altered or subdivided. Grazing on the parcel

will be allowed, only if expressly permitted by the U.S. Army Corps of Engineers. The parcel will be perpetually deed restricted, with the restrictions in this paragraph appearing on both the recorded subdivision plat and on any deed(s) transferring title to the parcel.

(13) **Army Corps of Engineers.** Developer agrees to provide the City, prior to recording any plat for the Project, all documents pertaining to the US Army Corps of Engineers approvals, including, but not limited to, the comprehensive mitigation and monitoring plan, the 5-year annual monitoring plan, and the proof of recordation, and deed template for the conservation parcel and for lots 225 & 226.

(14) **Eastern Ditch.** Developers will relocate the drainage ditch that runs north and south on the eastern portion of the Project to a location just outside the eastern boundary of the Project. Developer will execute a private agreement with the property owners and irrigation companies concerning this relocated ditch, to which the City will not be a party. A copy of this signed agreement will be provided to the City prior to recording the plat. If the Irrigation Company does not require the ditch to be relocated, the City will not require the ditch to be relocated.

3.2 Obligations of the City.

(a) **Generally.** The Parties acknowledge and agree that Developer's agreement to perform and abide by the covenants and obligations of Developer set forth herein is material consideration for the City's agreement to perform and abide by the covenants and obligations of the City set forth herein.

(b) **Public Improvements.** The City agrees to accept and maintain all improvements dedicated to the public, unless otherwise provided in this Development Agreement.

(c) **Rezoning of Property.** The City agrees to rezone the entire Project as R-1 to accommodate the Project plans, if not already so zoned.

(d) **Drainage Swale Maintenance.** The City agrees to maintain and monitor the drainage swale system, subject to the obligations of lot owners to abide by City policies and the Covenants, Conditions and Restrictions pertaining to same.

(e) **Upsizing.** The City agrees to pay the costs of material for upsizing any utility lines that the City desires to upsize in excess of the size required by the Project.

SECTION 4. VESTED RIGHTS AND APPLICABLE LAW

4.1 Vested Rights.

(a) **Generally.** As of the Effective Date of this Agreement, Developer shall have vested rights only as specified under this Agreement.

(b) **Reserved Legislative Powers.** Nothing in this Agreement shall limit the future exercise of the police power by the City in enacting zoning, subdivision, development, transportation, environmental, open space, and related land use plans, policies, ordinances and regulations after the date of this Agreement. Notwithstanding the retained power of the City to

enact such legislation under its police power, such legislation shall not modify Developer's vested right as set forth herein unless facts and circumstances are present which meet the exceptions to the vested rights doctrine as set forth in *Western Land Equities, Inc. v. Town of Logan*, 617 P.2d 388 (Utah, 1980), its progeny, or any other exception to the doctrine of vested rights recognized under state or federal law.

4.2 Applicable Law.

(a) **Applicable Law.** The rules, regulations, official policies, standards and specifications applicable to the development of the Property (the "**Applicable Law**") shall be in accordance with those set forth in the Conditions to Current Approvals set forth in this Agreement, and those rules, regulations, official policies, standards and specifications, including City ordinances and resolutions, in force and effect on the date the City Council granted preliminary approval to Developer. Developer expressly acknowledges and agrees that nothing in this Agreement shall be deemed to relieve Developer from the obligation to comply with all applicable requirements of the City necessary for approval and recordation of subdivision plats, including the payment of fees and compliance with all other applicable ordinances, resolutions, regulations, policies and procedures of the City.

(b) **State and Federal Law.** Notwithstanding any other provision of this Agreement, this Agreement shall not preclude the application of changes in laws, regulations, plans or policies, to the extent that such changes are specifically mandated and required by changes in state or federal laws or regulations ("**Changes in the Law**") applicable to the Property. In the event the Changes in the Law prevent or preclude compliance with one or more provisions of this Agreement, such provisions of the Agreement shall be modified or suspended, or performance thereof delayed, as may be necessary, to comply with the Changes in the Law.

SECTION 5. AMENDMENT

Unless otherwise stated in this Agreement, the Parties may amend this Agreement from time to time, in whole or in part, by mutual written consent. No amendment or modification to this Agreement shall require the consent or approval of any person or entity having any interest in any specific lot, unit or other portion of the Project. Each person or entity (other than the City and Developer) that holds any beneficial, equitable, or other interests or encumbrances in all or any portion of the Project at any time hereby automatically, and without the need for any further documentation or consent, subjects and subordinates such interests and encumbrances to this Agreement and all amendments thereof that otherwise comply with this Section 5. Each such person or entity agrees to provide written evidence of that subjection and subordination within 15 days following a written request for the same from, and in a form reasonably satisfactory to, the City and/or the Developer.

SECTION 6. COOPERATION-IMPLEMENTATION

6.1 Processing of Subsequent Approvals.

(a) Upon submission by Developer of all appropriate applications and processing fees for any Subsequent Approval to be granted by the City, the City shall promptly and diligently commence and complete all steps necessary to act on the Subsequent Approval

application including, without limitation, (i) the notice and holding of all required public hearings, and (ii) granting the Subsequent Approval application as set forth below.

(b) The City's obligations under Section 6.1(a) of this Agreement are conditioned on Developer's provision to the City, in a timely manner, of all documents, applications, plans, and other information necessary for the City to meet such obligations. It is the express intent of Developer and the City to cooperate and work diligently and in good faith to obtain any and all Subsequent Approvals.

(c) The City may deny an application for a Subsequent Approval by Developer only if (i) such application does not comply with Applicable Law, (ii) such application is inconsistent with the Conditions to Current Approvals, or (iii) the City is unable to make all findings related to the Subsequent Approval required by state law or City ordinance. The City may approve an application for such a Subsequent Approval subject to any conditions necessary to bring the Subsequent Approval into compliance with state law or City ordinance or to make the Subsequent Approval consistent with the Conditions to Current Approvals, so long as such conditions comply with Section 4.1(b) of this Agreement.

(d) If the City denies any application for a Subsequent Approval, the City must specify the modifications required to obtain approval of such application. Any such specified modifications must be consistent with Applicable Law (including Section 4.1(b) of this Agreement). The City shall approve the application if subsequently resubmitted for the City's review and the application complies with the specified modifications.

6.2 Other Governmental Permits.

(a) Developer shall apply for such other permits and approvals as may be required by other governmental or quasi-governmental agencies in connection with the development of, or the provision of services to the Project.

(b) The City shall cooperate with Developer in its efforts to obtain such permits and approvals, provided that such cooperation complies with Section 4.1(b) of this Agreement. However, the City shall not be required by this Agreement to join, or become a party to any manner of litigation or administrative proceeding instituted to obtain a permit or approval from, or otherwise involving any other governmental or quasi-governmental agency.

SECTION 7. DEFAULT; TERMINATION; ANNUAL REVIEW

7.1 General Provisions.

(a) **Defaults.** Any failure by either Party to perform any term or provision of this Agreement, which failure continues uncured for a period of thirty (30) days following written notice of such failure from the other Party, unless such period is extended by written mutual consent, shall constitute a default under this Agreement. Any notice given pursuant to the preceding sentence shall specify the nature of the alleged failure and, where appropriate, the manner in which said failure satisfactorily may be cured. If the nature of the alleged failure is such that it cannot reasonably be cured within such 30-day period, then the commencement of the cure within such time period, and the diligent prosecution to completion of the cure thereafter, shall be

deemed to be a cure within such 30-day period. Upon the occurrence of an uncured default under this Agreement, the non-defaulting Party may institute legal proceedings to enforce the terms of this Agreement or, in the event of a material default, terminate this Agreement. If the default is cured, then no default shall exist and the noticing Party shall take no further action.

(b) **Termination.** If the City elects to consider terminating this Agreement due to a material default of Developer, then the City shall give to Developer a written notice of intent to terminate this Agreement and the matter shall be scheduled for consideration and review by the City Council at a duly noticed public meeting. Developer shall have the right to offer written and oral evidence prior to or at the time of said public meeting. If the City Council determines that a material default has occurred and is continuing and elects to terminate this Agreement, the City Council shall send written notice of termination of this Agreement to Developer by certified mail and this Agreement shall thereby be terminated thirty (30) days thereafter. The City may thereafter pursue any and all remedies at law or equity. By presenting evidence at such hearing, Developer does not waive any and all remedies available to Developer at law or in equity.

7.2 Review by City.

(a) **Generally.** The City may at any time and in its sole discretion request that Developer demonstrate that Developer is in full compliance with the terms and conditions of this Agreement. Developer shall provide any and all information requested by the City within thirty (30) days of the request, or at a later date as agreed between the Parties.

(b) **Determination of Non-Compliance.** If the City Council finds and determines that Developer has not complied with the terms of this Agreement, and noncompliance may amount to a default if not cured, then the City may deliver a Default Notice pursuant to Section 7.1(a) of this Agreement. If the default is not cured timely by Developer, the City may terminate this Agreement as provided in Section 7.1(b) of this Agreement.

7.3 Default by the City.

In the event the City defaults under the terms of this Agreement, Developer shall have all rights and remedies provided in Section 7.1 of this Agreement and provided under Applicable Law.

7.4 Enforced Delay; Extension of Time of Performance.

Notwithstanding anything to the contrary contained herein, neither Party shall be deemed to be in default where delays in performance or failures to perform are due to, and a necessary outcome of, war, insurrection, strikes or other labor disturbances, walk-outs, riots, floods, earthquakes, fires, casualties, acts of God, restrictions imposed or mandated by other governmental entities, enactment of conflicting state or federal laws or regulations, new or supplemental environmental regulations, or similar basis for excused performance which is not within the reasonable control of the Party to be excused. Upon the request of either Party hereto, an extension of time for such cause shall be granted in writing for the period of the enforced delay, or longer as may be mutually agreed upon.

7.5 Limitation on Liability.

No owner, director or officer of the Developer, when acting in his or her capacity as such, shall have any personal recourse, or deficiency liability associated with this Agreement, except to the extent that liability arises out of fraud or criminal acts of that owner, director, or officer.

SECTION 8. NOTICE OF COMPLIANCE

8.1 Timing and Content.

Within fifteen (15) days following any written request which Developer may make from time to time, the City shall execute and deliver to Developer a written "Notice of Compliance," in recordable form, duly executed and acknowledged by the City, certifying that: (i) this Agreement is unmodified and in full force and effect, or if there have been modifications hereto, that this Agreement is in full force and effect as modified and stating the date and nature of such modification; (ii) there are no current uncured defaults under this Agreement or specifying the dates and nature of any such default; and (iii) any other reasonable information requested by Developer. Developer shall be permitted to record the Notice of Compliance.

8.2 Failure to Deliver.

Failure to deliver a Notice of Compliance within the time set forth in Section 8.1 shall constitute a presumption that as of fifteen (15) days from the date of Developer's written request (i) this Agreement was in full force and effect without modification except as may be represented by Developer; and (ii) there were no uncured defaults in the performance of Developer. Nothing in this Section, however, shall preclude the City from conducting a review under Section 7.2 or issuing a notice of default, notice of intent to terminate or notice of termination under Section 7.1 of this Agreement for defaults which commenced prior to the presumption created under this Section, and which have continued uncured.

SECTION 9. CHANGE IN DEVELOPER, ASSIGNMENT, TRANSFER AND NOTICE.

The rights and obligations of the Developer under this agreement may be transferred or assigned by mutual written consent of all parties hereto; which consent shall not be unreasonably delayed or withheld.

SECTION 10. MISCELLANEOUS

10.1 Incorporation of Recitals and Introductory Paragraph.

The Recitals contained in this Agreement, and the introductory paragraph preceding the Recitals, are hereby incorporated into this Agreement as if fully set forth herein.

10.2 Severability.

If any term or provision of this Agreement, or the application of any term or provision of this Agreement to a particular situation, is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining terms and provisions of this Agreement, or the application

of this Agreement to other situations, shall continue in full force and effect unless amended or modified by mutual consent of the Parties. Notwithstanding the foregoing, if any material provision of this Agreement, or the application of such provision to a particular situation, is held to be invalid, void or unenforceable by the final order of a court of competent jurisdiction, either Party to this Agreement may, in its sole and absolute discretion, terminate this Agreement by providing written notice of such termination to the other Party.

10.3 Other Necessary Acts.

Each Party shall execute and deliver to the other any further instruments and documents as may be reasonably necessary to carry out the objectives and intent of this Agreement, the Conditions to Current Approvals, and Subsequent Approvals and to provide and secure to the other Party the full and complete enjoyment of its rights and privileges hereunder.

10.4 Construction.

Each reference in this Agreement to any of the Conditions to Current Approvals or Subsequent Approvals shall be deemed to refer to the Condition to Current Approval or Subsequent Approval as it may be amended from time to time pursuant to the provisions of this Agreement, whether or not the particular reference refers to such possible amendment. This Agreement has been reviewed and revised by legal counsel for both the City and Developer, and no presumption or rule that ambiguities shall be construed against the drafting Party shall apply to the interpretation or enforcement of this Agreement.

10.5 Other Miscellaneous Terms.

The singular shall include the plural; the masculine gender shall include the feminine; “shall” is mandatory; “may” is permissive.

10.6 Covenants Running with the Land and Manner of Enforcement.

The provisions of this Agreement shall constitute real covenants, contract and property rights and equitable servitudes, which shall run with all of the land subject to this Agreement. The burdens and benefits of this Agreement shall bind and inure to the benefit of each of the Parties, and to their respective successors, heirs, assigns, and transferees. Notwithstanding anything in this Agreement to the contrary, the owners of individual units or lots in the Project shall (1) only be subject to the burdens of this Agreement to the extent applicable to their particular unit or lot; and (2) have no right to bring any action under this Agreement as a third party beneficiary or otherwise.

The City may look to Developer, its successors and/or assigns, an owners’ association governing any portion of the Project, or other like association, or individual lot or unit owners in the Project for performance of the provisions of this Agreement relative to the portions of the Project owned or controlled by such party. Any cost incurred by the City to secure performance of the provisions of this Agreement shall constitute a valid lien on the Project, including prorated portions to individual lots or units in the Project

10.7 Waiver.

No action taken by any Party shall be deemed to constitute a waiver of compliance by such Party with respect to any representation, warranty, or condition contained in this Agreement. Any waiver by any Party of a breach of any provision of this Agreement shall not operate or be construed as a waiver by such Party of any subsequent breach.

10.8 Remedies.

Either Party may, in addition to any other rights or remedies, institute an equitable action to cure, correct, or remedy any default, enforce any covenant or agreement herein, enjoin any threatened or attempted violation thereof, enforce by specific performance the obligations and rights of the Parties hereto, or to obtain any remedies consistent with the foregoing and the purpose of this Agreement. In no event shall either Party be entitled to recover from the other Party either directly or indirectly, legal costs or attorneys' fees in any legal or equitable action instituted to enforce the terms of this Agreement.

10.9 Utah Law.

This Agreement shall be construed and enforced in accordance with the laws of the State of Utah.

10.10 Other Public Agencies.

The City shall not unreasonably withhold, condition, or delay its determination to enter into any agreement with another public agency concerning the subject matter and provisions of this Agreement if necessary or desirable for the development of the Project and if such agreement is consistent with this Agreement and Applicable Law. Nothing in this Agreement shall require that the City take any legal action concerning other public agencies and their provision of services or facilities other than with regard to compliance by any such other public agency with any agreement between such public agency and the City concerning subject matter and provisions of this Agreement.

10.11 Attorneys' Fees.

In the event of any litigation or arbitration between the Parties regarding an alleged breach of this Agreement, neither Party shall be entitled to any award of attorneys' fees.

10.12 Covenant of Good Faith and Fair Dealing.

Each Party shall use its best efforts and take and employ all necessary actions in good faith consistent with this Agreement and Applicable Law to ensure that the rights secured by the other Party through this Agreement can be enjoyed.

10.13 Representations.

Each Party hereby represents and warrants to each other Party that the following statements are true, complete and not misleading as regards the representing warranting Party:

(a) Such Party is duly organized, validly existing and in good standing under the laws of the state of its organization.

(b) Such Party has full authority to enter into this Agreement and to perform all of its obligations hereunder. The individual(s) executing this Agreement on behalf of such Party do so with the full authority of the Party that those individual(s) represent.

(c) This Agreement constitutes the legal, valid and binding obligation of such Party enforceable in accordance with its terms, subject to the rules of bankruptcy, moratorium and equitable principles.

10.14 No Third-Party Beneficiaries.

This Agreement is between the City and Developer. No other party shall be deemed a third-party beneficiary or have any rights under this Agreement.

SECTION 11. NOTICES

Any notice or communication required hereunder between the City and Developer must be in writing, and may be given either personally or by registered or certified mail, return receipt requested. If given by registered or certified mail, such notice or communication shall be deemed to have been given and received on the first to occur of (i) actual receipt by any of the addressees designated below as the Party to whom notices are to be sent, or (ii) five (5) days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If personally delivered, a notice shall be deemed to have been given when delivered to the Party to whom it is addressed. Any Party may at any time, by giving ten (10) days written notice to the other Party, designate any other address to which notices or communications shall be given. Such notices or communications shall be given to the Parties at their addresses set forth below:

If to the City:
Mayor
Francis City
2317 S. Spring Hollow Rd.
Francis, UT 84036

With Copies to:
Francis City Attorney
Brad Christopherson
Hayes Godfrey Bell, P.C.
2218 East 3900 South, Suite 300
Holladay, UT 84124

If to Developer:

A and D Investments Francis LLC
315 Aspen Drive
Mapleton, UT 84664
Attention: Andy Ball

John W. Kirkham and Lois Kirkham

SECTION 12. ENTIRE AGREEMENT, COUNTERPARTS AND EXHIBITS

Unless otherwise noted herein, this Agreement, including its Exhibits, is the final and exclusive understanding and agreement of the Parties and supersedes all negotiations or previous agreements between the Parties with respect to all or any part of the subject matter hereof. All waivers of the provisions of this Agreement shall be in writing and signed by the appropriate authorities of the City and Developer.

SECTION 13. RECORDATION OF DEVELOPMENT AGREEMENT

No later than ten (10) days after the City enters into this Agreement, the City Recorder shall cause to be recorded, at Developer's expense, an executed copy of this Agreement in the Official Records of the County of Summit.

IN WITNESS WHEREOF, this Agreement has been entered into by and between Developer and the City as of the date and year first above written.

FRANCIS CITY

By: Mayor Jermie Forman

ATTEST

Suzanne Gillette City Recorder

DEVELOPER

A AND D INVESTMENTS FRANCIS LLC,
a Utah limited liability company

By: _____
Name: _____
Title: _____

JOHN W. KIRKHAM

LOIS KIRKHAM

CITY ACKNOWLEDGMENT

STATE OF UTAH)
 : ss.
COUNTY OF _____)

On the ____ day of _____, 2024, personally appeared before me Jan Brussel, who being by me duly sworn, did say that he is the Mayor of **FRANCIS CITY**, a municipal corporation, and that said instrument was signed in behalf of the City by authority of its governing body and said Mayor acknowledged to me that the City executed the same.

NOTARY PUBLIC

DEVELOPER ACKNOWLEDGMENT

STATE OF UTAH)
 : ss.
COUNTY OF _____)

On the ____ day of _____, 2024, personally appeared before me _____, who being by me duly sworn, did say that he/she is the _____ of A and D Investments Francis LLC, a Utah limited liability company, who duly acknowledged to me that he/she executed the foregoing instrument.

NOTARY PUBLIC

STATE OF UTAH)
 : ss.
COUNTY OF _____)

On the ____ day of _____, 2024, personally appeared before me John W. Kirkham and Lois Kirkham, who being by me duly sworn, duly acknowledged to me that they executed the foregoing instrument.

NOTARY PUBLIC

EXHIBIT A
Legal Description of the Property

Circle T Ranches Phase 2
[Insert Legal Description]

Circle T Ranches Phase 3
[Insert Legal Description]

