



FRANCIS, UTAH

RESOLUTION NO. 2025-12

**A RESOLUTION OF THE FRANCIS CITY COUNCIL APPROVING AN AMENDMENT
NO. 1 TO THE DEVELOPMENT AGREEMENT WITH HART CROSSING RELATING
TO THE FRANCIS CITY PARK**

WHEREAS, Developer is the owner of certain real property known as Hart Crossing, and previously entered into a Development Agreement with the City for its development; and

WHEREAS, the parties desire to amend specific provisions of the Development Agreement relating to the Francis City Park; and

WHEREAS, the Council has reviewed the proposed amendment and now desires to authorize the Mayor to execute Amendment No. 1 to Development Agreement with Hart Crossing for the Francis City Park;

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

Section 1. Approval. The certain Amendment No. 1 to Hart Crossing Development Agreement, attached hereto as Exhibit "A" and incorporated herein by reference, is approved by the City Council of the City of Francis. The Mayor is authorized to sign and execute it on behalf of the City.

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

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

PASSED AND ADOPTED BY THE CITY COUNCIL OF FRANCIS CITY, STATE OF UTAH, THIS 11TH DAY OF DECEMBER 2025.

Mayor Jeremie Forman

City Recorder Suzanne Gillett

**AMENDMENT NO. 1 TO
HART CROSSING DEVELOPMENT AGREEMENT**

THIS IS AMENDMENT NO. 1 to the HART CROSSING DEVELOPMENT AGREEMENT ("Agreement"), which was executed on _____, by and between CITY OF FRANCIS ("City") and HART CROSSING, LLC, a Utah limited liability company and WEBSTER CONSTRUCTION, LLC, a Utah limited liability company, and their applicable permitted successors and/or assigns (collectively, hereinafter called "Developer").

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Amendment. The parties agree that Paragraph 3.1(b)(4)(e) of the Agreement is to be amended to read in its entirety as follows:

- (a) Under the direction of the City Engineer, Developer will construct the "Francis City Park" depicted in Plat B (Ex. B) in compliance with all City standards and ordinances. Upon the dedication of the park to the City pursuant to the Hart Ranch Annexation Agreement executed with the City, the City shall supply water to satisfy the Park's culinary and irrigation needs. Notwithstanding the City's ownership of the Park, Developer and its successors and assigns, which may include a homeowners' association, shall be responsible for operating and maintaining the Park at their sole cost and expense in accordance with the City's applicable standards and ordinances.~~the City will be responsible for operating and maintaining the park.~~

2. Conflicts. To the extent the terms of this Amendment No. 1 modify or conflict with any provisions of the Hart Crossing Development Agreement, these terms shall control. All other terms of the Agreement not modified by this Amendment No. 1 shall remain the same.

IN WITNESS WHEREOF, the parties hereto have executed this AMENDMENT NO. 1 by and through their respective, duly authorized representatives as of the day and year last written below.

CITY OF FRANCIS:

Attest:

Jeremy Forman
Mayor

SUZANNE GILLET
City Recorder

Date: _____

HART CROSSING, LLC

Signature

By: (Print Name) _____
Its: (Title) _____

Date: _____

WEBSTER CONSTRUCTION, LLC

Signature

By: (Print Name) _____
Its: (Title) _____

Date: _____



Type of Item: Legislative

CD-2013-A and CD-2013-B
Near 2100 Frontier Acres Dr.

Executive Summary:

In July 2025, Summit Acres 731 LLC, filed an annexation petition for two parcels (CD-2013-A and CD-2013-B). These parcels comprise 11.6 acres north of the Frontier Acres subdivision near 2100 Frontier Acres Drive. In November 2025, the City Council approved the annexation, expanding the Frontier Acres subdivision.

Several stipulations were attached to the motion to approve and were included in the annexation agreement:

- Zoning is AG-1 Conservation Subdivision with no more than 8 lots.
- Complete and submit a wetlands study or notification from the US Army Corps of Engineers delisting the previously identified wetlands with the preliminary subdivision application.
- Road easement for future road.
- Execute a mutually acceptable annexation agreement before the annexation is recorded.

The Developer's Obligations also include the following:

- Install water and sewer lines to connect the development to City infrastructure.
- Dedicate water rights for the development.
- Construct all street and trail improvements in the development area.
- Pay annexation fees of \$8,000 per lot in two equal installments. The first installment will be due when the annexation agreement is recorded and the second installment is due when the preliminary subdivision is approved or one year from the date of this agreement, whichever is sooner.

Staff Recommendation:

Review the annexation agreement. If satisfactory, authorize the Mayor to sign the agreement per Resolution No. 2025-13.

Community Review:

A public hearing is not required. Public hearings were held for the annexation before the Planning Commission and City Council in October and November 2025, respectively.

**ANNEXATION AGREEMENT
FOR THE
FRONTIER ACRES 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 SUMMIT ACRES 731 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 July 8, 2025, and the owners of the parcels of land located in Summit County, Utah bearing Summit County tax identification number CD-2013-A and CD-2013-B (hereinafter referred to as “the Annexation Property,” 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. The Annexation Property, once annexed into Francis City, will be subject to the Francis City Land Use Code and other City ordinances unless otherwise approved by City of Francis. Developers and the City desire to allow Developers and others to make improvements to the Annexation Property.
- C. The improvements and changes to be made to the Annexation Property shall be consistent with the current ordinances and standards of the City of Francis, unless otherwise approved by City of Francis, any future changes to ordinances and standards of the City of Francis, and the City of Francis General Plan.
- D. Developers and the City acknowledge and agree that the development and improvement of the Annexation Property pursuant to this Agreement will result in planning and economic benefits to the City and its residents, and will provide certainty useful to the Annexation Property and the City in ongoing future communications and relations with the community.
- E. The City’s governing body has authorized execution of this Agreement by Resolution No. 2025-13, to which this Agreement is attached.
- F. The size of this Annexation requires significant investment to City infrastructure, in order to meet the additional demand on public utilities, contributions from the Developers are necessary.
- G. The City has authorized the negotiation of and adoption of annexation agreements under appropriate circumstances where proposed development contains outstanding features that advance the policies, goals and objectives of the Francis City General Plan,

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

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

I. Recitals. The preamble and recitals set forth above are incorporated herein by this reference.

II. Conditions Precedent. The City and Developers agree, understand and acknowledge that this Agreement is for the annexation of the Annexation Property. Further, the 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 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 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. 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 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.

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 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. The City, pursuant to the Petition filed by the requisite number of land owners and land area within the area proposed for annexation, and in accordance with the authority granted by statute, agrees to adopt an ordinance of annexation and thereby to annex into the City the area described on Exhibit A attached hereto and incorporated herein by reference, consisting of Tax Parcels Nos. CD-2013-A and CD-2013-B. The area to be annexed and the annexation shall be subject to the terms and conditions of this Agreement as well as the annexation laws and other laws of the City and of the State of Utah. The area to be annexed is part of the unincorporated area of Summit County, State of Utah. It is further agreed that this proposed annexation meets all requirements of State law in that:

A. Contiguity: The area proposed for annexation is contiguous to the boundaries of the City.

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

VIII. General Character of the Land to be Annexed.

- A. Description of Land: The Annexation Property consists of approximately 11.6 acres of land. The area proposed for annexation is located adjacent to the current northern boundary of Francis City.
- B. Municipal Services Required: The Annexation Property will require municipal services from the City, to be provided pursuant to City ordinances and the provisions of this Agreement.
- C. Annexation Property to be Zoned AG-1 Conservation Subdivision Zone and must comply with City of Francis Conservation Subdivision Ordinance.

IX. Conditions of Annexation.

A. Developers' Obligations

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

1. Water

- a. In order to conduct development on the Annexation Property, Developers shall install any necessary facilities, both onsite and offsite to connect the Annexation Property, and any lots or units contained thereon, to the Francis City culinary water system, at Developers' own expense.
- b. At the time of commencement of development, Developers (or Developers' affiliate(s), as applicable) will supply and dedicate sufficient water rights to the Annexation Property, pursuant to all City ordinances and policies and applicable State law, to provide for (i) culinary water in all constructed residences within the Annexation Property (as and when the same are constructed); and (ii) the irrigation of all land (pursuant to minimum required standard of non-agricultural use property), as necessary, within the Annexation Property.

- c. Developer agrees to connect to the water line in Frontier Acres Drive. The developer will extend the 10" water line in Frontier Acres Drive to the proposed North edge of the development.
- d. Developers agree to complete the steps described in Section IX(A)(1) prior to or concurrently with receiving final construction inspection approval for any infrastructure to be installed in any subdivision on the Annexation Property.

2. Streets

- a. All required street improvements and trails and/or sidewalks within the Annexation Property as mutually agreed upon will be constructed at Developers' expense.
- b. All street improvements within the Annexation Property shall conform to Francis City standards and be approved by the City.
- c. Trails and /or sidewalks within the Annexation Property shall conform to Francis City standards and be approved by the City.
- d. Developer will provide the city with a 60' wide road easement from the end of the proposed subdivision improvements to the north property line. The easement will include a provision that when the road is constructed, the property owners will dedicate the easement to the City as a public right-of-way.
- e. Fire District Approval on all roads within the project.

3. Sewer

- a. In order to conduct development on the Annexation Property, Developers shall install any necessary facilities, both onsite and offsite, to connect the Annexation Property, and any lots or units contained thereon, to the Francis City sewer system, at Developers' own expense.
- b. Developer agrees to connect to the existing low pressure sewer main in Lazy Way and extend it in Frontier Acres Drive to the proposed development.

4. Additional Requirements Applicable to Developers

- a. Prior to obtaining approval for any project located on the Annexation Property, Developers shall submit and obtain City approval of a plan to provide for safe and adequate storm water drainage at Developers' expense, throughout the Annexation Property.
- b. Developers will pay to the City an annexation fee of \$8,000 per lot for every lot in any subdivision on the Annexation Property in order to help offset the City's costs of providing services and infrastructure to the Annexation Property and for other City purposes. This fee to be paid in two installments, each comprising 50% of the total fees. One half of the annexation fees shall be due immediately prior to recording the annexation agreement. The first payment due at time of Annexation Agreement recordation with Summit County and the second installment at time of Preliminary Subdivision approval or one year from the date of this Agreement, whichever is sooner. The parties may mutually agree to extend the one-year date in writing.
- c. Developers will submit a conforming application for a subdivision on the Annexation Property. Within the confines of the Annexation Property, the subdivision will

consist of no more than 8 lots on approximately 11.6 acres. See Exhibit B. At least 50% of the total land area of the Annexation Property will be dedicated as Open Space. The future road easement may be included in the Open Space. 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 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 reasonable legal and engineering fees. These costs will be paid pursuant to the escrow account procedures and other procedures set forth in City ordinances and policies.
- e. Nothing herein shall be construed to relieve 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 existing City fee schedule. These costs will be paid pursuant to the escrow account procedures and other procedures set forth in City ordinances and policies.
- f. Wetlands. City requires a wetland study or a notification from the US Army Corps of Engineers delisting the previously identified wetlands designated on the project parcels, this is to be submitted with the Preliminary Subdivision Application.

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

B. City's Obligations

As consideration for this Agreement and as consideration for Developers' agreements contained herein, and in order to provide municipal services to the Burton & Minton Properties Annexation, the City will:

- 1. Annex approximately 11.6 acres known as the Frontier Acres Annexation into the City.
- 2. Zone the Annexation Parcels as/into AG-1 Conservation Subdivision Zone (Agricultural One Conservation Subdivision Zone)
- 3. Receive, review and consider approval of a subdivision on the Annexation Property in accordance with City zoning restrictions.
- 4. Once the subdivision is approved, provide municipal services to the Annexation Property, in accordance with City standards.
- 5. City agrees to cooperate with Developer in all necessary documentation that will assist in Developer's efforts to gain tax credits related to the deeding of property to the City as open space, if any. Developer shall hold City harmless from any and all claims, costs or liabilities.

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 _____ day of _____, 2025.

CITY OF FRANCIS
a Utah Municipal Corporation

ATTEST:

By (signature): _____
Suzanne Gillett
City Recorder

By(signature): _____
Jeremie Forman
Mayor

Seal:

APPROVED AS TO FORM:

By(signature): _____
Brad Christopherson
City Attorney

The terms of this Annexation Agreement are agreed to by:

SUMMIT ACRES 731 LLC,
a Utah limited liability company

By: _____
Name: Javier Galindo
Its: Managing Member

By: _____
Name: _____
Its: Managing Member

STATE OF UTAH)
) ss.
County of Summit)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____ by _____, whose identity was proven to me by satisfactory evidence.

NOTARY PUBLIC

Exhibit "A"
Annexation Boundary Description
Annexation Boundary Legal Description

Exhibit “B”
Concept Plan



FRANCIS, UTAH

RESOLUTION NO. 2025-13

**A RESOLUTION OF THE FRANCIS CITY COUNCIL APPROVING A
DEVELOPMENT AGREEMENT WITH FRONTIER ACRES ANNEXATION
AGREEMENT**

WHEREAS, Developer is the owner of certain real property known as Frontier Acres; and

WHEREAS, the City Council approved the annexation of Frontier Acres on November 13th, 2025; and

WHEREAS, the parties desire to enter into a Development Agreement for the development of Frontier Acres; and

WHEREAS, the Council has reviewed the proposed agreement and now desires to authorize the Mayor to execute the Development Agreement with Frontier Acres Annexation;

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

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

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

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

PASSED AND ADOPTED BY THE CITY COUNCIL OF FRANCIS CITY, STATE OF UTAH, THIS 11TH DAY OF DECEMBER 2025.

Mayor Jeremie Forman

City Recorder Suzanne Gillett



Type of Item: Legislative

Kamas

CD-590, CD-599, and CD-600
North of the intersection of
Lambert Lane and Hallam Road

Francis

Lambert Ln

Hallam Rd

CD-590, CD-599, and CD-600

The 92.19 acre Burton Ranch annexation was approved on September 30, 2024. A concept plan was presented with 55 single family lots and an open space portion near the City's sewer ponds. Several stipulations were attached to the motion to approve and were included in the annexation agreement approved on June 12, 2025. The annexation agreement was not signed by the applicant because of the

difficulty of financing the annexation fees per the schedule in the original annexation agreement. The Mayor requested that staff negotiate new payment terms with the applicant because of the importance of the annexation open space proximity to the City's sewer ponds. Four updates were made to the annexation agreement:

- Consolidation of exhibits A and B and elimination of the term "Development Parcels". In this annexation, the "Annexation Property" is the same as the "Development Parcels".
- Adjustment of annexation fee payment schedule so that the first installment is due at time of preliminary subdivision approval or one year from the date of the agreement. The second installment is due prior to recordation of Phase 1 of the plat.
- Addition of a one-acre minimum open space dedication for a trailhead. This will be part of the required open space.
- Addition of a trail along the Lambert Lane frontage.

Staff Recommendation:

Review the updated agreement. If satisfactory, authorize the Mayor to sign the agreement per Resolution No. 2025-14.

Community Review:

A public hearing is not required. Public hearings were held for the annexation before the Planning Commission and City Council in June and July 2024, respectively.

**ANNEXATION AGREEMENT
FOR THE
BURTON & MINTON PROPERTIES 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 MINTON FAMILY PROPERTIES LLC, a Utah limited liability company, and CHRISTOPHER L. BURTON LIVING TRUST and ELIZABETH M. BURTON LIVING TRUST, hereinafter collectively 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 March 24, 2024, and the owners of the parcels of land located in Summit County, Utah bearing Summit County tax identification number CD-590, CD-599 & CD-600 (hereinafter referred to as “the ~~Development Parcels~~Annexation Property,” 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 unless otherwise approved by City of Francis. Developers and the 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, unless otherwise approved by City of Francis, any future changes to ordinances and standards of the City of Francis, and the City of Francis General Plan.
- E. Developers and the City acknowledge and agree that the development and improvement of the Annexation Property pursuant to this Agreement will result in planning and economic benefits to the City and its residents, and will provide certainty useful to the Annexation Property and the City in ongoing future communications and relations with the community.
- F. The City’s governing body has authorized execution of this Agreement by Resolution No. **[insert number]**, to which this Agreement is attached.
- G. The size of this Annexation requires significant investment to City infrastructure,

in order to meet the additional demand on public utilities, contributions from the Developers are necessary.

H. The City has authorized the negotiation of and adoption of annexation agreements under appropriate circumstances where proposed development contains outstanding features that advance the policies, goals and objectives of the Francis City General Plan, preserves and maintains the open and rural atmosphere desired by the citizens of Francis City, and contributes to capital improvements which substantially benefit the City.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

I. **Recitals.** The preamble and recitals set forth above are incorporated herein by this reference.

II. **Conditions Precedent.** The City and Developers agree, understand and acknowledge that this Agreement is for the annexation of the ~~Development Parcels within the~~ Annexation Property. Further, the City and Developers agree and understand that this Agreement shall be a covenant running with the ~~Development Parcels~~ Annexation Property 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~~ Annexation Property, and all persons and entities having any current or future legal or equitable interest in the ~~Development~~ PareelsAnnexation 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. 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~~Annexation Property. This Agreement shall be incorporated by reference in any instrument purporting to convey an interest in the ~~Development Parcels~~Annexation Property. The terms of this Agreement shall be binding upon all present and future owners of the ~~Development Parcels~~Annexation Property and shall be appurtenant to, and shall run with, said land.

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

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

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

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

VII. Annexation. The City, pursuant to the Petition filed by the requisite number of land owners and land area within the area proposed for annexation, and in accordance with the authority granted by statute, agrees to adopt an ordinance of annexation and thereby to annex into the City the area described on Exhibit AB attached hereto and incorporated herein by reference, consisting

of Tax Parcels Nos. CD-590, CD-599 & CD-600. The area to be annexed and the annexation shall be subject to the terms and conditions of this Agreement as well as the annexation laws and other laws of the City and of the State of Utah. The area to be annexed is part of the unincorporated area of Summit County, State of Utah. It is further agreed that this proposed annexation meets all requirements of State law in that:

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

VIII. General Character of the Land to be Annexed.

- A. Description of Land: The Annexation Property consists of approximately 92.19 acres of land. The area proposed for annexation is located adjacent to the current northern and western boundary of Francis City.
- B. Municipal Services Required: The Annexation Property will require municipal services from the City, to be provided pursuant to City ordinances and the provisions of this Agreement.
- C. ~~Development Parcels~~Annexation Property to be Zoned AG-2 Conservation Subdivision Zone and must comply with recently adopted City of Francis Conservation Subdivision Ordinance.

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 with respect to the ~~Development Parcels~~Annexation Property, agree to the following:

1. Water

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

- b. At the time of commencement of development, Developers (or Developers' affiliate(s), as applicable) will supply and dedicate sufficient water rights to the Development PareelsAnnexation Property, pursuant to all City ordinances and policies and applicable State law, to provide for (i) culinary water in all constructed residences within the Development PareelsAnnexation Property (as and when the same are constructed); and (ii) the irrigation of all land (pursuant to minimum required standard of non-agricultural use property), as necessary, within the Development PareelsAnnexation Property.
- c. City agrees to accommodate Developer to include any excess water rights into the City's water system to use by Developer or sale to other development projects. City Agrees to cooperate with Developer on any change applications needed in order to comply with this Agreement related to Water Rights.
- d. Developers agree to dedicate an existing well that is located within the Development PareelsAnnexation Property or to cooperate with the transfer of any water rights to a City and State approved source, at the City's sole discretion.
- e. Developers agree to complete the steps described in Section IX(A)(1) prior to or concurrently with receiving final construction inspection approval for any infrastructure to be installed in any subdivision on the Development PareelsAnnexation Property.

2. Streets

- a. All required street improvements and trails and/or sidewalks within the Development PareelsAnnexation Property as mutually agreed upon will be constructed at Developers' expense.
- b. All street improvements within the Development PareelsAnnexation Property shall conform to Francis City standards, and be approved by the City.
- c. Trails and /or sidewalks within the Development PareelsAnnexation Property 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.
- e. Developer agrees to dedicate property for a proposed Hallam Road Extension.
- f. Developer is not required to construct any section of the proposed Hallam Road Extension unless it is necessary for frontage or access to platted lots within the proposed Development PareelsAnnexation Property. The Developer must improve the required portion of the Hallam Road Extension as part of Phase 1.
- g. Developer will widen the collector width to 70 feet.
- h. Developer will not have any direct access to individual lots from Lambert Lane.
- i. Provide an intersection study to determine if turn lanes will be required and implement all recommendations from the study.
- j. Fire District Approval on all roads within the project.

3. Sewer

In order to conduct development on the Development PareelsAnnexation Property, Developers shall install any necessary facilities, both onsite and offsite, to connect the

Development ParcelsAnnexation Property, 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 ParcelsAnnexation Property, Developers shall submit and obtain City approval of a plan to provide for safe and adequate storm water drainage at Developers' expense, throughout the Development ParcelsAnnexation Property.
- b. Developers will pay to the City an annexation fee of \$8,000 per lot for every lot in any subdivision on the Development ParcelsAnnexation Property in order to help offset the City's costs of providing services and infrastructure to the Annexation Property and for other City purposes. This fee to be paid in two installments, each comprising 50% of the total fees. ~~One half of the annexation fees shall be due immediately prior to recording the annexation agreement.~~ The first payment due ~~at time of Annexation Agreement recordation with Summit County and the second installment~~ at time of Preliminary Subdivision approval or one year from the date of this Agreement, whichever is sooner. The parties may mutually agree to extend the one-year date in writing. The second installment is due prior to recordation of the Phase 1 subdivision plat with Summit County.
- c. Developers will submit a conforming application for a subdivision on the Development ParcelsAnnexation Property. Within the confines of the Annexation Property, the subdivision will consist of no more than 55 lots on approximately 92.19 acres. See Exhibit "~~C~~"B. At least 60% of the total land area of the Development ParcelsAnnexation Property will be dedicated as Open Space or dedicated to the City for a sewer buffer or future expansion of the sewer treatment ponds. The Development CC&Rs must state that at least 50% of all homes allocated within this Development must have owner-occupied units. 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 costs incurred in creating this Annexation Agreement and in reviewing and processing the Annexation Petition and any application(s) for development on the Development ParcelsAnnexation Property, including but not limited to reasonable legal and engineering fees. These costs will be paid pursuant to the escrow account procedures and other procedures set forth in City ordinances and policies.
- e. Nothing herein shall be construed to relieve 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 existing City fee schedule. These costs will be paid pursuant to the escrow account procedures and other procedures set forth in City ordinances and policies.
- f. Perform a traffic study to determine if turn lanes on Lambert Lane are required based on City standards. Traffic Study shall be submitted with the preliminary subdivision application.

- g. Wetlands. City requires a wetland study or a notification from the US Army Corps of Engineers delisting the previously identified wetlands designated on the project parcels, this is to be submitted with Preliminary Subdivision Application.
- h. In the CC&R's, include a requirement that at least 50% of the homes must be owner occupied.
- i. Trailhead. Developer and Developer's successors and assigns agree to dedicate a minimum of one-acre of Open Space near the canal and with access to the Hallam Road Extension to the City for a trailhead.
- h.j. Trail. Developer and Developer's successors and assigns agree to construct a paved trail along the Annexation Property frontage (Lambert Lane) in accordance with City standards.

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

B. City's Obligations

As consideration for this Agreement and as consideration for Developers' agreements contained herein, and in order to provide municipal services to the Burton & Minton Properties Annexation, the City will:

1. Annex approximately 92.19 acres known as the Burton & Minton Properties Annexation into the City.
2. Zone the Annexation Parcels as/into AG-2 Conservation Subdivision Zone (Agricultural Two Conservation Subdivision Zone)
3. Receive, review and consider approval of a subdivision on the ~~Development Parcels~~Annexation Property in accordance with City zoning restrictions.
4. Once the subdivision is approved, provide municipal services to the ~~Development Parcels within the Burton & Minton Properties~~Annexation Property, in accordance with City standards.
5. City agrees to cooperate with Developer in all necessary documentation that will assist in Developer's efforts to gain tax credits related to the deeding of property to the City as open space, if any. Developer shall hold City harmless from any and all claims, costs or liabilities.

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 _____ day of _____, 2025.

CITY OF FRANCIS
a Utah Municipal Corporation

ATTEST:

By (signature): _____
Suzanne Gillett
City Recorder

By(signature): _____
Jeremie Forman
Mayor

Seal:

APPROVED AS TO FORM:

By(signature): _____
Brad Christopherson
City Attorney

The terms of this Annexation Agreement are agreed to by:

MINTON FAMILY PROPERTIES LLC,
a Utah limited liability company

By: _____
Name: Sue Minton-Edison
Its: Managing Member

By: _____
Name: Elizabeth M. Burton
Its: Managing Member

CHRISTOPHER L. BURTON LIVING TRUST

By: _____
Name: Christopher L. Burton
Its: Trustee

ELIZABETH M. BURTON LIVING TRUST

By: _____
Name: Elizabeth M. Burton
Its: Trustee

STATE OF UTAH)
) ss.
County of Summit)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____ by _____, whose identity was proven to me by satisfactory evidence.

NOTARY PUBLIC

~~Exhibit "A"~~

~~Development Parcels Description~~

|

Exhibit “BA”
Annexation Boundary Description
Annexation Boundary Legal Description

Exhibit “BE”
Concept Plan

FRANCIS CITY

ORDINANCE NO. 2025-07

AN ORDINANCE OF THE CITY COUNCIL OF FRANCIS CITY APPROVING AN ANNEXATION
WITH BURTON RANCH ANNEXATION DEVELOPMENT

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

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

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

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

Section 1. Approval. The Burton Ranch Annexation is hereby annexed conditioned upon the execution of the Annexation Agreement, attached hereto as Exhibit "A" and incorporated herein by reference, is hereby approved by the City Council of the City of Francis. The Mayor of the City is hereby authorized to execute the Agreement for and on behalf of the City.

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

Section 3. Effective Date. This Ordinance shall become effective upon the execution of the Burton Ranch Annexation Agreement by the City and Developer.

PASSED AND APPROVED by the Francis City Council this 11th day of December 2025.

By: _____
Jeremie Forman, Mayor

VOTING:

Jeremie Forman	Yea ____	Nay ____
Sam Hunter	Yea ____	Nay ____
Shana Fryer	Yea ____	Nay ____
Clayton Querry	Yea ____	Nay ____
Clint Summer	Yea ____	Nay ____

ATTEST:

Suzanne Gillet, City Recorder

DEPOSITED in the office of the City Recorder this 11th day of December 2025.



FRANCIS, UTAH

RESOLUTION NO. 2025-14

A RESOLUTION OF THE FRANCIS CITY COUNCIL APPROVING A BURTON RANCH ANNEXATION AGREEMENT AMENDMENT

WHEREAS, Developer is the owner of certain real property known as Burton Ranch; and

WHEREAS, the City Council approved the annexation of Burton Ranch on December 11th, 2025; and

WHEREAS, the parties desire to enter into a Development Agreement for the development of Burton Ranch; and

WHEREAS, the Council has reviewed the proposed agreement and now desires to authorize the Mayor to execute the Development Agreement with Burton Ranch Annexation;

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

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

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

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

PASSED AND ADOPTED BY THE CITY COUNCIL OF FRANCIS CITY, STATE OF UTAH, THIS 11TH DAY OF DECEMBER 2025.

Mayor Jeremie Forman

City Recorder Suzanne Gillett



**Francis City Council
2026 Meeting Schedule**

2317 So. Spring Hollow Rd. Francis, Utah 84036

Pursuant to Section 52-4-6, Utah Code, notice is hereby given that the Francis City Council will hold their regular meetings during the 2026 calendar year as follows:

January 8th, 2026
February 12th, 2026
March 12th, 2026
April 9th, 2026
May 14th, 2026
June 11th, 2026
July 9th, 2026
August 13th, 2026
September 10th, 2026
October 8th, 2026
November 12th, 2026
December 10th, 2026

There may be changes made, and meetings added on the 4th, Thursday of the month, those changes will be posted at the City Office, City Community Building, & Francis City Website: francisutah.gov and the Utah Public Notice Website.

Meetings begin at 6:00 p.m.... The meetings will be in the new Francis City Hall. You may join via the YouTube channel <https://www.youtube.com/channel/UC-9wahpEELShvGQZShXGIXg> but there will be no public comment via YouTube.

In compliance with the American Disabilities, Act, individuals needing special accommodations for these meetings should notify City Recorder Suzanne Gillett at 435-783-6236 or 2317 So. Spring Hollow Rd. Francis, Utah 84036 at least 24 hours before this meeting.

