

## AGENDA

**Francis City Council Meeting**  
**Thursday, December 9th, 2021, 6:00 pm**  
**2319 So. Spring Hollow Rd. Francis Utah**

*Community Center will be the anchor location for this meeting. You may view the meeting via zoom, but no public comment will be taken via zoom.*

*Francis City is inviting you to attend by following the link below or by calling: 1-301-715-8592*  
<https://us02web.zoom.us/j/89297884496?pwd=WDRIUENhZsM1FyWGdKMDJlaFhTZz09>

Meeting ID: **892 9788 4496** Passcode: **674247**

**You can also comment by email to [comments@francisutah.org](mailto:comments@francisutah.org)**

1. Welcome, Call to Order, Pledge of Allegiance, & Thought

2. Consent Agenda

A. Approval of Bills Paid

B. Approval of Minutes from November 9<sup>th</sup>, 2021

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---CDBG Grant First Hearing

5. Discussion, Updates and Approval on Potential Action Items

A. Audit 2021 / Ben Probst

B. Circle T Amendments

C. Lone Rock/Sewer & Water Connections

D. Resolution 2021-12 Water Loan from General Fund

E. Meeting Schedule

F. Frontier Days Re-Cap

6. Council Business

A. Council Reports

B. Planner Reports

C. Engineer Reports

D. Mayor Reports

7. Meeting Adjourned

I certify that this notice has been posted in three (3) public places and on the Utah State Public Notice Website. Attested by Suzanne Gillett City Recorder. **In Compliance with the American Disabilities Act, individuals needing special accommodations during this hearing should notify Suzanne Gillett at (435) 783-6236 at least three days prior to the hearing.**



## **Francis City Council 2022 Meeting Schedule**

Pursuant to Section 52-4-6, Utah Code, notice is hereby given that the Francis City Council will hold their regular meetings during the 2022 calendar year as follows:

January 13<sup>th</sup>, 2022  
February 10<sup>th</sup>, 2022  
March 10<sup>th</sup>, 2022  
April 14<sup>th</sup>, 2022  
May 12<sup>th</sup>, 2022  
June 9<sup>th</sup>, 2022  
July 14<sup>th</sup>, 2022  
August 11<sup>th</sup>, 2022  
September 8<sup>th</sup>, 2022  
October 13<sup>th</sup>, 2022  
November 10<sup>th</sup>, 2022  
December 8<sup>th</sup>, 2022

**There may be changes made and meetings added on the 4<sup>th</sup> Thursday of the month, those changes will be posted at the City Office, City Community Building, Francis City Website: [francisutah.org](http://francisutah.org) and the Utah Public Notice Website.**

Meetings begin at 6:00 p.m... The meetings will be in the Francis Community Building. You may join via zoom, but there will be no public comment via zoom.

**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.**

**Francis City**  
**Frontier Days Budget Report**  
**21 Frontier Days - 07/01/2021 to 06/30/2022**  
**100.00% of the fiscal year has expired**

	Current Period	Current Year-to-date	Annual Budget	Percen Recd / Used
<b>Change In Net Position</b>				
<b>Revenue:</b>				
<b>Frontier Days Revenue</b>				
3350 Seed Money	-	6,614.00	7,100.00	93.15%
3410 Sponsors	-	22,350.00	10,000.00	223.50%
3415 Rodeo Payback Mascaros	-	780.00	950.00	82.11%
3420 Frontier Day Booths	-	280.00	-	-
3430 Ticket Sales	-	14,940.25	6,000.00	249.00%
3445 Horse Games	-	60.00	140.00	42.86%
3446 Jr. Rodeo/Kids Activities	-	90.00	-	-
3460 Concessions	-	16,224.15	12,000.00	135.20%
3490 Hometown Competition Entries	-	140.00	-	-
<b>Total Frontier Days Revenue</b>	-	<b>61,478.40</b>	<b>36,190.00</b>	<b>169.88%</b>
<b>Miscellaneous revenue</b>				
3810 Transfer from General Fund	-	-	15,000.00	-
<b>Total Miscellaneous revenue</b>	-	-	<b>15,000.00</b>	-
<b>Total Revenue:</b>	-	<b>61,478.40</b>	<b>51,190.00</b>	<b>120.10%</b>
<b>Expenditures:</b>				
<b>Frontier Days Expense</b>				
4500 Seed Money	-	7,100.00	6,900.00	102.90%
4502 Advertising, Programs, misc. supplies	-	3,049.17	1,200.00	254.10%
4505 Ticket Expenses	-	2,761.28	300.00	920.43%
4510 Fireworks Expense/Skydiving Expenses	-	1,800.00	1,800.00	100.00%
4515.1 Concession food & supplies	-	8,677.19	7,125.00	121.79%
4525 Rodeo contract, expenses & added money	-	16,474.46	16,970.00	97.08%
4525.2 Ambulance	-	-	2,200.00	-
4526.2 Horse Games	-	146.80	250.00	58.72%
4526.3 Jr. Rodeo/Kids Activities	-	645.00	650.00	99.23%
4530 Vendor Booths - expenses	-	312.19	-	-
4531.1 Hometown Competition Payouts	-	140.00	-	-
4545 Sponser Expenses	-	823.74	500.00	164.75%
4550 Queens Contest expenses	-	-	1,500.00	-
4560.3 Entertainment	-	3,050.00	2,000.00	152.50%
4565 Hay Expense	-	-	400.00	-
4566 Dumpsters expenses	-	923.28	825.00	111.91%
4568 Porta-Potties expenses	-	777.00	800.00	97.13%
4569 Sound system expenses	-	3,000.00	2,900.00	103.45%
4595 Sales Tax Expenses	-	-	900.00	-
<b>Total Frontier Days Expense</b>	-	<b>49,680.11</b>	<b>47,220.00</b>	<b>105.21%</b>
<b>Total Expenditures:</b>	-	<b>49,680.11</b>	<b>47,220.00</b>	<b>105.21%</b>
<b>Total Change In Net Position</b>	-	<b>11,798.29</b>	<b>3,970.00</b>	<b>297.19%</b>

*Short #350*

*#136.00 - got dollars*



**Francis City**  
**General Ledger for Frontier Days - 07/01/2021 to 06/30/2022**

Account		Description	Debit	Credit	Balance
Date	Code				
1111 - Checking general - Frontier Days					\$13,684.42
08/04/2021	APCK	Check # 12402 - Sysco Intermountain		1,185.20	12,499.22
08/10/2021	APCK	Check # 12410 - Bankcard Center		611.96	11,887.26
08/10/2021	APCK	Check # 12422 - Sugar House Awning		121.59	11,765.67
08/16/2021	APCK	Check # 12429 - Wilde, Cagnie		117.48	11,648.19
09/01/2021	APCK	Check # 12430 - Francis City		7,100.00	4,548.19
09/02/2021	APCK	Check # 12431 - Red Cliffs Press		3,000.00	1,548.19
09/06/2021	APCK	Check # 12432 - Circle J Rodeo		14,800.00	(13,251.81)
09/07/2021	APCK	Check # 12436 - Atkinson Sound		3,000.00	(16,251.81)
09/07/2021	APCK	Check # 12437 - Bankcard Center		50.00	(16,301.81)
09/07/2021	APCK	Check # 12449 - Moore, Shelby		140.00	(16,441.81)
09/07/2021	APCK	Check # 12452 - Ogden Skydiving Center		1,800.00	(18,241.81)
09/07/2021	APCK	Check # 12461 - Sunrise Press LLC		1,853.00	(20,094.81)
09/08/2021	APCK	Check # 12467 - Brent Kelly		700.00	(20,794.81)
09/08/2021	APCK	Check # 12470 - Park City Winlectric		2,464.28	(23,259.09)
09/08/2021	APCK	Check # 12472 - Sysco Intermountain		755.30	(24,014.39)
09/09/2021	APCK	Check # 12476 - Murphy, Robert		2,777.68	(26,792.07)
10/04/2021	APCK	Check # 12478 - ACME Thread Ware		362.50	(27,154.57)
10/04/2021	APCK	Check # 12489 - Home Depot Credit Services		312.19	(27,466.76)
10/04/2021	APCK	Check # 12490 - Honey Bucket		777.00	(28,243.76)
10/04/2021	APCK	Check # 12493 - Kamas Valley CO-OP		146.80	(28,390.56)
10/04/2021	APCK	Check # 12503 - Republic Services #864		923.28	(29,313.84)
10/04/2021	APCK	Check # 12508 - Sysco Intermountain		2,061.19	(31,375.03)
10/04/2021	APCK	Check # 12509 - The Wasatch Wave		297.00	(31,672.03)
10/04/2021	APCK	Check # 12512 - Wilde, Cagnie		82.46	(31,754.49)
10/14/2021	APCK	Check # 12513 - Ace Hardware Of Kamas		354.23	(32,108.72)
10/14/2021	APCK	Check # 12516 - Bankcard Center		865.00	(32,973.72)
10/14/2021	APCK	Check # 12525 - Mid-Utah Radio		1,000.00	(33,973.72)
10/14/2021	APCK	Check # 12532 - Sysco Intermountain		1,079.23	(35,052.95)
11/01/2021	APCK	Check # 12553 - Kamas Foodtown		782.59	(35,835.54)
11/01/2021	APCK	Check # 12562 - Summit County 3 Mile Landfill		36.00	(35,871.54)
07/06/2021	DEP	Bank Deposit: 7998 - Checking Zions Bank	3,500.00		(32,371.54)
07/12/2021	DEP	Bank Deposit: 8004 - Checking Zions Bank	1,000.00		(31,371.54)
07/15/2021	DEP	Bank Deposit: 8030 - Checking Zions Bank	250.00		(31,121.54)
07/20/2021	DEP	Bank Deposit: 8033 - Checking Zions Bank	1,000.00		(30,121.54)
07/23/2021	DEP	Bank Deposit: 8037 - Checking Zions Bank	750.00		(29,371.54)
07/28/2021	DEP	Bank Deposit: 8039 - Checking Zions Bank	4,510.00		(24,861.54)
08/05/2021	DEP	Bank Deposit: 8071 - Checking Zions Bank	3,620.00		(21,241.54)
08/09/2021	DEP	Bank Deposit: 8073 - Checking Zions Bank	2,500.00		(18,741.54)
08/16/2021	DEP	Bank Deposit: 8074 - Checking Zions Bank	1,750.00		(16,991.54)
08/17/2021	DEP	Bank Deposit: 8076 - Checking Zions Bank	2,250.00		(14,741.54)
08/25/2021	DEP	Bank Deposit: 8082 - Checking Zions Bank	500.00		(14,241.54)
08/30/2021	DEP	Bank Deposit: 8085 - Checking Zions Bank	750.00		(13,491.54)
09/07/2021	DEP	Bank Deposit: 8086 - Checking Zions Bank	970.00		(12,521.54)
09/07/2021	DEP	Bank Deposit: 8087 - Checking Zions Bank	424.00		(12,097.54)
09/07/2021	DEP	Bank Deposit: 8088 - Checking Zions Bank	199.50		(11,898.04)
09/07/2021	DEP	Bank Deposit: 8089 - Checking Zions Bank	768.25		(11,129.79)
09/07/2021	DEP	Bank Deposit: 8090 - Checking Zions Bank	60.00		(11,069.79)
09/07/2021	DEP	Bank Deposit: 8091 - Checking Zions Bank	2,328.50		(8,741.29)
09/07/2021	DEP	Bank Deposit: 8092 - Checking Zions Bank	5,146.00		(3,595.29)
09/07/2021	DEP	Bank Deposit: 8093 - Checking Zions Bank	1,411.25		(2,184.04)
09/07/2021	DEP	Bank Deposit: 8094 - Checking Zions Bank	277.00		(1,907.04)
09/07/2021	DEP	Bank Deposit: 8095 - Checking Zions Bank	2,176.00		268.96
09/07/2021	DEP	Bank Deposit: 8096 - Checking Zions Bank	1,531.00		1,799.96
09/07/2021	DEP	Bank Deposit: 8097 - Checking Zions Bank	3,180.00		4,979.96
09/07/2021	DEP	Bank Deposit: 8098 - Checking Zions Bank	90.00		5,069.96
09/07/2021	DEP	Bank Deposit: 8099 - Checking Zions Bank	6,614.00		11,683.96
09/07/2021	DEP	Bank Deposit: 8100 - Checking Zions Bank	290.00		11,973.96
09/08/2021	DEP	Bank Deposit: 8102 - Checking Zions Bank	140.00		12,113.96
09/16/2021	DEP	Bank Deposit: 8132 - Checking Zions Bank	1,047.14		13,161.10
09/21/2021	DEP	Bank Deposit: 8134 - Checking Zions Bank	75.00		13,236.10
09/24/2021	PR	Payroll Cash Transfer		124.15	13,111.95
			\$49,107.64	(\$49,680.11)	\$13,111.95
1175 - Undeposited receipts					\$0.00
07/06/2021	NBPT	Receipting - Non-Billed Payments	3,500.00		3,500.00
07/12/2021	NBPT	Receipting - Non-Billed Payments	1,000.00		4,500.00
07/15/2021	NBPT	Receipting - Non-Billed Payments	320.00		4,820.00
07/19/2021	NBPT	Receipting - Non-Billed Payments	1,000.00		5,820.00
07/21/2021	NBPT	Receipting - Non-Billed Payments	750.00		6,570.00
07/27/2021	NBPT	Receipting - Non-Billed Payments	140.00		6,710.00
07/28/2021	NBPT	Receipting - Non-Billed Payments	4,510.00		11,220.00



**Francis City**  
**General Ledger for Frontier Days - 07/01/2021 to 06/30/2022**

Account		Description	Debit	Credit	Balance
Date	Code				
1175 - Undeposited receipts ( continued )					
08/02/2021	NBPT	Receipting - Non-Billed Payments	3,110.00		14,330.00
08/04/2021	NBPT	Receipting - Non-Billed Payments	510.00		14,840.00
08/09/2021	NBPT	Receipting - Non-Billed Payments	2,750.00		17,590.00
08/10/2021	NBPT	Receipting - Non-Billed Payments	1,500.00		19,090.00
08/16/2021	NBPT	Receipting - Non-Billed Payments	80.00		19,170.00
08/17/2021	NBPT	Receipting - Non-Billed Payments	2,250.00		21,420.00
08/19/2021	NBPT	Receipting - Non-Billed Payments	80.00		21,500.00
08/25/2021	NBPT	Receipting - Non-Billed Payments	500.00		22,000.00
08/30/2021	NBPT	Receipting - Non-Billed Payments	820.00		22,820.00
08/31/2021	NBPT	Receipting - Non-Billed Payments	280.00		23,100.00
09/01/2021	NBPT	Receipting - Non-Billed Payments	90.00		23,190.00
09/02/2021	NBPT	Receipting - Non-Billed Payments	1,723.00		24,913.00
09/03/2021	NBPT	Receipting - Non-Billed Payments	1,646.01		26,559.01
09/04/2021	NBPT	Receipting - Non-Billed Payments	16,223.25		42,782.26
09/05/2021	NBPT	Receipting - Non-Billed Payments	60.50		42,842.76
09/06/2021	NBPT	Receipting - Non-Billed Payments	17,273.50		60,116.26
09/07/2021	NBPT	Receipting - Non-Billed Payments	180.00		60,296.26
09/08/2021	NBPT	Receipting - Non-Billed Payments	327.14		60,623.40
09/16/2021	NBPT	Receipting - Non-Billed Payments	780.00		61,403.40
09/20/2021	NBPT	Receipting - Non-Billed Payments	75.00		61,478.40
07/06/2021	DEP	Bank Deposits		3,500.00	57,978.40
07/12/2021	DEP	Bank Deposits		1,000.00	56,978.40
07/15/2021	DEP	Bank Deposits		250.00	56,728.40
07/20/2021	DEP	Bank Deposits		1,000.00	55,728.40
07/23/2021	DEP	Bank Deposits		750.00	54,978.40
07/28/2021	DEP	Bank Deposits		4,510.00	50,468.40
08/05/2021	DEP	Bank Deposits		3,620.00	46,848.40
08/09/2021	DEP	Bank Deposits		2,500.00	44,348.40
08/16/2021	DEP	Bank Deposits		1,750.00	42,598.40
08/17/2021	DEP	Bank Deposits		2,250.00	40,348.40
08/25/2021	DEP	Bank Deposits		500.00	39,848.40
08/30/2021	DEP	Bank Deposits		750.00	39,098.40
09/07/2021	DEP	Bank Deposits		25,465.50	13,632.90
09/08/2021	DEP	Bank Deposits		140.00	13,492.90
09/16/2021	DEP	Bank Deposits		1,047.14	12,445.76
09/21/2021	DEP	Bank Deposits		75.00	12,370.76
			\$61,478.40	(\$49,107.64)	\$12,370.76
2131 - Accounts payable					\$0.00
08/04/2021	AP	INV: 385686487 Sysco Intermountain		1,185.20	(1,185.20)
08/10/2021	AP	INV: 128432 Sugar House Awning		121.59	(1,306.79)
08/10/2021	AP	INV: Bankcard July 2021 Bankcard Center		611.96	(1,918.75)
08/16/2021	AP	INV: Flag Firls Wilde, Cagnie		117.48	(2,036.23)
09/01/2021	AP	INV: Start up money Francis City		7,100.00	(9,136.23)
09/02/2021	AP	INV: Frontier Days concert Red Cliffs Press		3,000.00	(12,136.23)
09/06/2021	AP	INV: 2021 Frontier Days Circle J Rodeo		14,800.00	(26,936.23)
09/07/2021	AP	INV: 3233 Atkinson Sound		3,000.00	(29,936.23)
09/07/2021	AP	INV: Rescue Relay Winner Moore, Shelby		140.00	(30,076.23)
09/07/2021	AP	INV: Frontier Days 2021 Ogden Skydiving Center		1,800.00	(31,876.23)
09/07/2021	AP	INV: 34883 Sunrise Press LLC		1,853.00	(33,729.23)
09/07/2021	AP	INV: 9-22-2021 Bankcard Center		50.00	(33,779.23)
09/08/2021	AP	INV: 2021 Frontier Days Brent Kelly		700.00	(34,479.23)
09/08/2021	AP	INV: 385686488,385686487,385692078,385690757,385692077,18538474P			



**Francis City**  
**General Ledger for Frontier Days - 07/01/2021 to 06/30/2022**

Account		Description	Debit	Credit	Balance
Date	Code				
2131 - Accounts payable ( continued )					
11/01/2021	AP	INV: P-6199 Kamas Foodtown		782.59	(269,519.96)
11/01/2021	AP	INV: 2037268 Summit County 3 Mile Landfill		36.00	(269,555.96)
08/04/2021	APCK	Check # 12402 - Sysco Intermountain	1,185.20		(268,370.76)
08/10/2021	APCK	Check # 12410 - Bankcard Center	611.96		(267,758.80)
08/10/2021	APCK	Check # 12422 - Sugar House Awning	121.59		(267,637.21)
08/16/2021	APCK	Check # 12429 - Wilde, Cagnie	117.48		(267,519.73)
09/01/2021	APCK	Check # 12430 - Francis City	7,100.00		(260,419.73)
09/02/2021	APCK	Check # 12431 - Red Cliffs Press	3,000.00		(257,419.73)
09/06/2021	APCK	Check # 12432 - Circle J Rodeo	14,800.00		(242,619.73)
09/07/2021	APCK	Check # 12436 - Atkinson Sound	3,000.00		(239,619.73)
09/07/2021	APCK	Check # 12437 - Bankcard Center	50.00		(239,569.73)
09/07/2021	APCK	Check # 12449 - Moore, Shelby	140.00		(239,429.73)
09/07/2021	APCK	Check # 12452 - Ogden Skydiving Center	1,800.00		(237,629.73)
09/08/2021	APCK	Check # 12461 - Sunrise Press LLC	1,853.00		(235,776.73)
09/08/2021	APCK	Check # 12467 - Brent Kelly	700.00		(235,076.73)
09/08/2021	APCK	Check # 12470 - Park City Winlectric	2,464.28		(232,612.45)
09/08/2021	APCK	Check # 12472 - Sysco Intermountain	755.30		(231,857.15)
09/09/2021	APCK	Check # 12476 - Murphy, Robert	2,777.68		(229,079.47)
10/04/2021	APCK	Check # 12478 - ACME Thread Ware	362.50		(228,716.97)
10/04/2021	APCK	Check # 12489 - Home Depot Credit Services	312.19		(228,404.78)
10/04/2021	APCK	Check # 12490 - Honey Bucket	777.00		(227,627.78)
10/04/2021	APCK	Check # 12493 - Kamas Valley CO-OP	146.80		(227,480.98)
10/04/2021	APCK	Check # 12503 - Republic Services #864	923.28		(226,557.70)
10/04/2021	APCK	Check # 12508 - Sysco Intermountain	2,061.19		(224,496.51)
10/04/2021	APCK	Check # 12509 - The Wasatch Wave	297.00		(224,199.51)
10/04/2021	APCK	Check # 12512 - Wilde, Cagnie	82.46		(224,117.05)
10/14/2021	APCK	Check # 12513 - Ace Hardware Of Kamas	354.23		(223,762.82)
10/14/2021	APCK	Check # 12516 - Bankcard Center	865.00		(222,897.82)
10/14/2021	APCK	Check # 12525 - Mid-Utah Radio	1,000.00		(221,897.82)
10/14/2021	APCK	Check # 12532 - Sysco Intermountain	1,079.23		(220,818.59)
11/01/2021	APCK	Check # 12553 - Kamas Foodtown	782.59		(220,036.00)
11/01/2021	APCK	Check # 12562 - Summit County 3 Mile Landfill	36.00		(220,000.00)
10/04/2021	AP	VOID INV: 9/30/2021 Utah State Division of Finance	220,000.00		0.00
			\$269,555.96	(\$269,555.96)	\$0.00
2981 - Fund Balance					(\$13,684.42)
3350 - Seed Money					\$0.00
09/06/2021	NBPT	Receipt 76433: Francis City - Frontier Days 2021		6,614.00	(6,614.00)
				(\$6,614.00)	(\$6,614.00)
3410 - Sponsors					\$0.00
07/06/2021	NBPT	Receipt 75229: Ace Hardware Of Kamas - Copper Sponsorship 2021		250.00	(250.00)
07/06/2021	NBPT	Receipt 75230: Kamas Foodtown - Copper Sponsorship 2021		250.00	(500.00)
07/06/2021	NBPT	Receipt 75231: Rocky Mountain Power - Diamond Sponsor 2021		1,000.00	(1,500.00)
07/06/2021	NBPT	Receipt 75232: Clawson General Contracting - Diamond Sponsorship 2021		2,000.00	(3,500.00)
07/12/2021	NBPT	Receipt 75346: Mirror Lake Service - 2021 Diamond Sponsorship		1,000.00	(4,500.00)
07/15/2021	NBPT	Receipt 75414: Uinta Cabinet - 2021 Copper Sponsorship		250.00	(4,750.00)
07/19/2021	NBPT	Receipt 75456: Ames & Ames, LLP - Diamond Sponsor 2021		1,000.00	(5,750.00)
07/21/2021	NBPT	Receipt 75569: Woody's Pit Stop - Silver 2021 Sponsor		500.00	(6,250.00)
07/21/2021	NBPT	Receipt 75579: 4U Ranch LLC - Copper 2021 Sponsorship		250.00	(6,500.00)
07/28/2021	NBPT	Receipt 75590: Horrocks Engineers, Inc. - 2021 Silver Sponsorship		500.00	(7,000.00)
07/28/2021	NBPT	Receipt 75591: High Star Ranch - 2021 Platinum Sponsorship		2,500.00	(9,500.00)
07/28/2021	NBPT	Receipt 75594: A-Jacks Welding & Repair - 2021 Silver Sponsorship		500.00	(10,000.00)
07/28/2021	NBPT	Receipt 75595: Elite Mountain Homes LLC - 2021 Diamond Sponsorship		1,000.00	(11,000.00)
08/02/2021	NBPT	Receipt 75817: Ballerina Farm L.L.C - 2021 Diamond Sponsorship		1,000.00	(12,000.00)
08/02/2021	NBPT	Receipt 75819: Kamas Valley CO-OP - 2021 Diamond Sponsorship		1,000.00	(13,000.00)
08/02/2021	NBPT	Receipt 75820: Huli Boys Shaved Ice LLC - 2021 Under \$250 Sponsorip		100.00	(13,100.00)
08/02/2021	NBPT	Receipt 75825: Z-Rock - 2021 Silver Sponsorship		500.00	(13,600.00)
08/02/2021	NBPT	Receipt 75836: Kim Hohmeister- Design Elements - 2021 Silver Sponsorship		500.00	(14,100.00)
08/04/2021	NBPT	Receipt 75919: Rick Rapp - 2021 Silver Sponsorship		500.00	(14,600.00)
08/09/2021	NBPT	Receipt 75927: Harwood Homes - 2021 Diamond Sponsorship		1,000.00	(15,600.00)
08/09/2021	NBPT	Receipt 75939: GG Roofing LLC - 2021 Diamond Sponsorship		1,000.00	(16,600.00)
08/09/2021	NBPT	Receipt 75941: Weller Recreation - 2021 Under \$250 Sponsorship		250.00	(16,850.00)
08/09/2021	NBPT	Receipt 75975: Kamas Valley Lions Club Service Project - 2021 Under \$250 Sponsorship		250.00	(17,100.00)
08/10/2021	NBPT	Receipt 75977: State of Utah - Thrive 125- GRANT		1,500.00	(18,600.00)
08/17/2021	NBPT	Receipt 76043: Chad's Moble RV Repair - 2021 Under \$250 Sponsorship		250.00	(18,850.00)
08/17/2021	NBPT	Receipt 76044: The 5 Seventeen Company - 2021 Silver sponsorship		500.00	(19,350.00)
08/17/2021	NBPT	Receipt 76046: Chevron Pipeline - 2021 Diamond Sponsorship		1,000.00	(20,350.00)



**Francis City**  
**General Ledger for Frontier Days - 07/01/2021 to 06/30/2022**

Account		Description	Debit	Credit	Balance
Date	Code				
3410 - Sponsors ( continued )					
08/17/2021	NBPT	Receipt 76048: Cagnie Wilde-McReavy - 2021 Silver Sponsorship McReavy		500.00	(20,850.00)
08/25/2021	NBPT	Receipt 76236: Crystal Clear Real Estate - 2021 Silver Sponsorship		500.00	(21,350.00)
08/30/2021	NBPT	Receipt 76382: Ivory Homes, Ltd. - Gold Sponsorship 2021		750.00	(22,100.00)
09/02/2021	NBPT	Receipt 76419: High Country Spas - 2021 Copper Sponsorship		250.00	(22,350.00)
				<b>(\$22,350.00)</b>	<b>(\$22,350.00)</b>
3415 - Rodeo Payback Mascaros					
09/16/2021	NBPT	Receipt 77053: Circle J Rodeo - Committee Fee		780.00	\$0.00
				<b>(\$780.00)</b>	<b>(\$780.00)</b>
3420 - Frontier Day Booths					
07/28/2021	NBPT	Receipt 75593: Kamas Valley History Group - Power Hook-up Fee		10.00	\$0.00
08/02/2021	NBPT	Receipt 75823: First Response Mortgage Team - Power Hookup 2021		10.00	(10.00)
08/04/2021	NBPT	Receipt 75918: Ty Rex Ink - Power Hook Up		10.00	(20.00)
08/09/2021	NBPT	Receipt 75976: Kawka Bread Co. - Food Vendor 2021		10.00	(30.00)
				250.00	(280.00)
				<b>(\$280.00)</b>	<b>(\$280.00)</b>
3430 - Ticket Sales					
07/15/2021	NBPT	Receipt 75491: Megan Jansen - Ticket Sales		70.00	\$0.00
07/27/2021	NBPT	Receipt 75856: Kelly Lambert - Ticket Sales		140.00	(70.00)
08/16/2021	NBPT	Receipt 76078: COURTNEY D SUMMERS - Ticket Sales		80.00	(210.00)
08/19/2021	NBPT	Receipt 76105: Taryn Maughan - Ticket Sales		80.00	(290.00)
08/30/2021	NBPT	Receipt 76464: Alisa Bangerter - Ticket Sales		50.00	(370.00)
08/30/2021	NBPT	Receipt 76465: COURTNEY D SUMMERS - Ticket Sales		20.00	(420.00)
08/31/2021	NBPT	Receipt 76469: jAaNN Johnson - Ticket Sales		60.00	(440.00)
08/31/2021	NBPT	Receipt 76470: JaAnn Johnson - Ticket Sales		10.00	(500.00)
08/31/2021	NBPT	Receipt 76473: Mark Christensen - Ticket Sales		90.00	(510.00)
08/31/2021	NBPT	Receipt 76474: PATRICIA W WITTWER - Ticket Sales		60.00	(600.00)
08/31/2021	NBPT	Receipt 76475: William Conrad - Ticket Sales		60.00	(660.00)
09/01/2021	NBPT	Receipt 76492: MADELINE V PRESCOTT - Ticket Sales		40.00	(720.00)
09/01/2021	NBPT	Receipt 76493: - Ticket Sales		20.00	(760.00)
09/01/2021	NBPT	Receipt 76494: Crystal Rawson - Ticket Sales		30.00	(780.00)
09/02/2021	NBPT	Receipt 76500: AMANDA CRITTENDEN - Ticket Sales		1.00	(810.00)
09/02/2021	NBPT	Receipt 76501: ANNETTE BOWTHORPE - Ticket Sales		40.00	(811.00)
09/02/2021	NBPT	Receipt 76502: AMANDA CRITTENDEN - Ticket Sales		1.00	(851.00)
09/02/2021	NBPT	Receipt 76503: LUKE THOMAS - Ticket Sales		60.00	(852.00)
09/02/2021	NBPT	Receipt 76508: LYNSI STONE - Ticket Sales		40.00	(912.00)
09/02/2021	NBPT	Receipt 76510: ANDREA CRITTENDEN - Ticket Sales		40.00	(952.00)
09/02/2021	NBPT	Receipt 76512: HILLARY MITCHELL - Ticket Sales		20.00	(992.00)
09/02/2021	NBPT	Receipt 76513: CALDER R STARK - Ticket Sales		20.00	(1,012.00)
09/02/2021	NBPT	Receipt 76514: RUSSELL D HENDRY - Ticket Sales		40.00	(1,032.00)
09/02/2021	NBPT	Receipt 76517: COLTER M KNIGHT - Ticket Sales		100.00	(1,072.00)
09/02/2021	NBPT	Receipt 76521: STEVEN RANDY SMITH - Ticket Sales		60.00	(1,172.00)
09/02/2021	NBPT	Receipt 76523: DOUGLAS WILCOX - Ticket Sales		40.00	(1,232.00)
09/02/2021	NBPT	Receipt 76524: LES F ENGLAND - Ticket Sales		60.00	(1,272.00)
09/02/2021	NBPT	Receipt 76525: LARAMIE SIMMONS - Ticket Sales		80.00	(1,332.00)
09/02/2021	NBPT	Receipt 76526: MICHAEL MCNULTY - Ticket Sales		80.00	(1,412.00)
09/02/2021	NBPT	Receipt 76527: JANA LEE MARCHANT - Ticket Sales		60.00	(1,492.00)
09/02/2021	NBPT	Receipt 76528: DEREK T MAXFIELD - Ticket Sales		100.00	(1,552.00)
09/02/2021	NBPT	Receipt 76529: CRYSTAL ANN ROBINSON - Ticket Sales		60.00	(1,652.00)
09/02/2021	NBPT	Receipt 76530: MARK BURNHAM - Ticket Sales		20.00	(1,712.00)
09/02/2021	NBPT	Receipt 76532: ZACHARY J SCHULTZ - Ticket Sales		60.00	(1,732.00)
09/02/2021	NBPT	Receipt 76533: ROBERT BOICE - Ticket Sales		40.00	(1,792.00)
09/03/2021	NBPT	Receipt 76420: Francis City - Brenn Hill Concert		970.00	(1,832.00)
09/03/2021	NBPT	Receipt 76565: - Ticket Sales		6.50	(2,802.00)
09/03/2021	NBPT	Receipt 76566: SHERRI A SULLINS - Ticket Sales		6.00	(2,808.50)
09/03/2021	NBPT	Receipt 76567: AMY N EASTIN - Ticket Sales		3.25	(2,814.50)
09/03/2021	NBPT	Receipt 76568: CLINT B SUMMERS - Ticket Sales		6.00	(2,817.75)
09/04/2021	NBPT	Receipt 76426: Francis City - Saturday Night		5,146.00	(2,823.75)
09/04/2021	NBPT	Receipt 76570: CLINT B SUMMERS - Ticket Sales		39.50	(7,969.75)
09/04/2021	NBPT	Receipt 76571: LAURA R OBRYAN - Ticket Sales		11.00	(8,009.25)
09/04/2021	NBPT	Receipt 76621: JEREMIAH PRINGLE - Ticket Sales		10.00	(8,020.25)
09/04/2021	NBPT	Receipt 76623: - Ticket Sales		50.00	(8,030.25)
09/04/2021	NBPT	Receipt 76626: MEGAN JANSEN - Ticket Sales		20.00	(8,080.25)
09/04/2021	NBPT	Receipt 76628: MITCHELL S MURPHY - Ticket Sales		30.00	(8,100.25)
09/04/2021	NBPT	Receipt 76629: - Ticket Sales		20.00	(8,130.25)
09/04/2021	NBPT	Receipt 76630: COURTNEY D SUMMERS - Ticket Sales		20.00	(8,150.25)
09/04/2021	NBPT	Receipt 76632: LYNN P SILVER - Ticket Sales		60.00	(8,170.25)
09/04/2021	NBPT	Receipt 76636: CHRISTOPHER HATCH - Ticket Sales		40.00	(8,230.25)
09/04/2021	NBPT	Receipt 76637: JENS D FRANDSEN - Ticket Sales		40.00	(8,270.25)
09/04/2021	NBPT	Receipt 76638: MICHELLE HAGEN - Ticket Sales		40.00	(8,310.25)
					(8,350.25)



**Francis City**  
**General Ledger for Frontier Days - 07/01/2021 to 06/30/2022**

Account		Description	Debit	Credit	Balance
Date	Code				
3430 - Ticket Sales ( continued )					
09/04/2021	NBPT	Receipt 76639: ABBY EGGERS - Ticket Sales		30.00	(8,380.25)
09/04/2021	NBPT	Receipt 76640: BROCKSTON B HILL - Ticket Sales		20.00	(8,400.25)
09/04/2021	NBPT	Receipt 76643: MATTHEW T RUSSELL - Ticket Sales		20.00	(8,420.25)
09/04/2021	NBPT	Receipt 76644: KARL E STEVENS - Ticket Sales		30.00	(8,450.25)
09/04/2021	NBPT	Receipt 76646: JOSEPH G GRAVES - Ticket Sales		30.00	(8,480.25)
09/04/2021	NBPT	Receipt 76647: BRIAN SANDBERG - Ticket Sales		120.00	(8,600.25)
09/04/2021	NBPT	Receipt 76649: RON D EICHER - Ticket Sales		20.00	(8,620.25)
09/04/2021	NBPT	Receipt 76650: CAGNIE J WILDE - Ticket Sales		80.00	(8,700.25)
09/04/2021	NBPT	Receipt 76651: PHILLIP L JOHNSON - Ticket Sales		20.00	(8,720.25)
09/04/2021	NBPT	Receipt 76653: ANAY MARQUEZ GARCIA - Ticket Sales		60.00	(8,780.25)
09/04/2021	NBPT	Receipt 76654: LARAMIE SIMMONS - Ticket Sales		60.00	(8,840.25)
09/04/2021	NBPT	Receipt 76656: TIFFANNIE SMITH - Ticket Sales		10.00	(8,850.25)
09/04/2021	NBPT	Receipt 76658: - Ticket Sales		30.00	(8,880.25)
09/04/2021	NBPT	Receipt 76663: - Ticket Sales		20.00	(8,900.25)
09/04/2021	NBPT	Receipt 76665: KURT R HORN - Ticket Sales		30.00	(8,930.25)
09/04/2021	NBPT	Receipt 76667: ZACHARY R DEL DUCA - Ticket Sales		40.00	(8,970.25)
09/04/2021	NBPT	Receipt 76668: DAWN MUELLER - Ticket Sales		30.00	(9,000.25)
09/04/2021	NBPT	Receipt 76669: TADD LOUDER - Ticket Sales		30.00	(9,030.25)
09/04/2021	NBPT	Receipt 76672: BRET H ASHTON - Ticket Sales		110.00	(9,140.25)
09/04/2021	NBPT	Receipt 76674: - Ticket Sales		30.00	(9,170.25)
09/04/2021	NBPT	Receipt 76676: KIMBERLEE A DUNN - Ticket Sales		20.00	(9,190.25)
09/04/2021	NBPT	Receipt 76677: REBECCA L BOWEN - Ticket Sales		80.00	(9,270.25)
09/04/2021	NBPT	Receipt 76678: LUCAS LATTEIER - Ticket Sales		30.00	(9,300.25)
09/04/2021	NBPT	Receipt 76679: PETER GLOECKNER - Ticket Sales		40.00	(9,340.25)
09/04/2021	NBPT	Receipt 76680: RYAN GOWDY - Ticket Sales		60.00	(9,400.25)
09/04/2021	NBPT	Receipt 76686: SAMORA J WITHERS - Ticket Sales		10.00	(9,410.25)
09/04/2021	NBPT	Receipt 76688: KASEN CRITTENDEN - Ticket Sales		20.00	(9,430.25)
09/04/2021	NBPT	Receipt 76690: TYREE MITCHELL - Ticket Sales		20.00	(9,450.25)
09/04/2021	NBPT	Receipt 76692: KATHLEEN A LUTHER - Ticket Sales		30.00	(9,480.25)
09/04/2021	NBPT	Receipt 76694: - Ticket Sales		40.00	(9,520.25)
09/04/2021	NBPT	Receipt 76698: ELIZABETH M MUCHA - Ticket Sales		60.00	(9,580.25)
09/04/2021	NBPT	Receipt 76700: STACEY REYNOLDS - Ticket Sales		70.00	(9,650.25)
09/04/2021	NBPT	Receipt 76702: PETER GLOECKNER - Ticket Sales		40.00	(9,690.25)
09/04/2021	NBPT	Receipt 76705: RICHARD PRICE - Ticket Sales		60.00	(9,750.25)
09/04/2021	NBPT	Receipt 76716: DANA BREUER - Ticket Sales		10.00	(9,760.25)
09/04/2021	NBPT	Receipt 76718: JEFFREY W PARR - Ticket Sales		50.00	(9,810.25)
09/04/2021	NBPT	Receipt 76725: JENNIFER A WATTS - Ticket Sales		60.00	(9,870.25)
09/04/2021	NBPT	Receipt 76734: FRANK L BUNTING - Ticket Sales		60.00	(9,930.25)
09/04/2021	NBPT	Receipt 76737: Sierra Lewis - Ticket Sales		30.00	(9,960.25)
09/04/2021	NBPT	Receipt 76738: JAMES L SNYDER - Ticket Sales		40.00	(10,000.25)
09/04/2021	NBPT	Receipt 76740: PAUL S EVANS - Ticket Sales		20.00	(10,020.25)
09/04/2021	NBPT	Receipt 76743: Tracy Tracy - Ticket Sales		30.00	(10,050.25)
09/06/2021	NBPT	Receipt 76431: Francis City - Monday		3,180.00	(13,230.25)
09/06/2021	NBPT	Receipt 76858: MICHAEL J OBANION - Ticket Sales		50.00	(13,280.25)
09/06/2021	NBPT	Receipt 76861: NICK BROWN - Ticket Sales		60.00	(13,340.25)
09/06/2021	NBPT	Receipt 76862: TYREE MITCHELL - Ticket Sales		20.00	(13,360.25)
09/06/2021	NBPT	Receipt 76863: - Ticket Sales		10.00	(13,370.25)
09/06/2021	NBPT	Receipt 76865: BENJAMIN R OSTLER - Ticket Sales		50.00	(13,420.25)
09/06/2021	NBPT	Receipt 76866: - Ticket Sales		40.00	(13,460.25)
09/06/2021	NBPT	Receipt 76867: ZACH T HOWICK - Ticket Sales		50.00	(13,510.25)
09/06/2021	NBPT	Receipt 76869: DANIEL WOODARD - Ticket Sales		30.00	(13,540.25)
09/06/2021	NBPT	Receipt 76870: CHRIS JENNINGS BROWN - Ticket Sales		40.00	(13,580.25)
09/06/2021	NBPT	Receipt 76876: CARL L WOODLAND - Ticket Sales		20.00	(13,600.25)
09/06/2021	NBPT	Receipt 76877: JENS D FRANDSEN - Ticket Sales		40.00	(13,640.25)
09/06/2021	NBPT	Receipt 76878: SUZANNE QUERRY - Ticket Sales		40.00	(13,680.25)
09/06/2021	NBPT	Receipt 76880: PAMELA CLARK - Ticket Sales		30.00	(13,710.25)
09/06/2021	NBPT	Receipt 76881: Myrla Wilde - Ticket Sales		30.00	(13,740.25)
09/06/2021	NBPT	Receipt 76883: MICHELLE HAGEN - Ticket Sales		40.00	(13,780.25)
09/06/2021	NBPT	Receipt 76885: JARED A JENSEN - Ticket Sales		50.00	(13,830.25)
09/06/2021	NBPT	Receipt 76887: LARAMIE SIMMONS - Ticket Sales		40.00	(13,870.25)
09/06/2021	NBPT	Receipt 76889: NATHAN OBRIEN - Ticket Sales		50.00	(13,920.25)
09/06/2021	NBPT	Receipt 76892: MANDY KUCHAR - Ticket Sales		20.00	(13,940.25)
09/06/2021	NBPT	Receipt 76894: JUSTIN JONES - Ticket Sales		30.00	(13,970.25)
09/06/2021	NBPT	Receipt 76897: - Ticket Sales		50.00	(14,020.25)
09/06/2021	NBPT	Receipt 76898: JANELLE K NELSON - Ticket Sales		50.00	(14,070.25)
09/06/2021	NBPT	Receipt 76899: KEVEN STRATTON - Ticket Sales		90.00	(14,160.25)
09/06/2021	NBPT	Receipt 76901: TRENT D LOTT - Ticket Sales		40.00	(14,200.25)
09/06/2021	NBPT	Receipt 76903: THOMAS SANDER - Ticket Sales		20.00	(14,220.25)
09/06/2021	NBPT	Receipt 76904: Michael Michael - Ticket Sales		30.00	(14,250.25)
09/06/2021	NBPT	Receipt 76905: BRENDA GEORGE - Ticket Sales		50.00	(14,300.25)
09/06/2021	NBPT	Receipt 76907: ALEXANDER MOULTON - Ticket Sales		10.00	(14,310.25)



**Francis City**  
**General Ledger for Frontier Days - 07/01/2021 to 06/30/2022**

Account		Description	Debit	Credit	Balance
Date	Code				
3430 - Ticket Sales ( continued )					
09/06/2021	NBPT	Receipt 76908: KRISTA MITCHELL - Ticket Sales		40.00	(14,350.25)
09/06/2021	NBPT	Receipt 76911: REX PEDERSON - Ticket Sales		50.00	(14,400.25)
09/06/2021	NBPT	Receipt 76912: CODY J GILES - Ticket Sales		40.00	(14,440.25)
09/06/2021	NBPT	Receipt 76914: JESSICA ELMER - Ticket Sales		20.00	(14,460.25)
09/06/2021	NBPT	Receipt 76915: KALEB WILSON - Ticket Sales		10.00	(14,470.25)
09/06/2021	NBPT	Receipt 76916: MICHAEL P STEPHENS - Ticket Sales		20.00	(14,490.25)
09/06/2021	NBPT	Receipt 76918: CAMERON C HARRIS - Ticket Sales		40.00	(14,530.25)
09/06/2021	NBPT	Receipt 76920: LAURA ALLEMAN - Ticket Sales		40.00	(14,570.25)
09/06/2021	NBPT	Receipt 76921: EILEEN DEHM - Ticket Sales		40.00	(14,610.25)
09/06/2021	NBPT	Receipt 76922: MCKINLEY I SMOOT - Ticket Sales		20.00	(14,630.25)
09/06/2021	NBPT	Receipt 76923: ROBERT BOICE - Ticket Sales		20.00	(14,650.25)
09/06/2021	NBPT	Receipt 76924: JEFF HATCH - Ticket Sales		10.00	(14,660.25)
09/06/2021	NBPT	Receipt 76926: KEVIN LAWRENCE LABARGE - Ticket Sales		20.00	(14,680.25)
09/06/2021	NBPT	Receipt 76927: William William - Ticket Sales		10.00	(14,690.25)
09/06/2021	NBPT	Receipt 76929: SHERMAN ISAAC SMOOT - Ticket Sales		10.00	(14,700.25)
09/06/2021	NBPT	Receipt 76930: BELLE E MILTON - Ticket Sales		40.00	(14,740.25)
09/06/2021	NBPT	Receipt 76931: GINETTE BOTT - Ticket Sales		20.00	(14,760.25)
09/06/2021	NBPT	Receipt 76933: JESSICA GRAVES - Ticket Sales		20.00	(14,780.25)
09/06/2021	NBPT	Receipt 76934: JADEN B HEPPLER - Ticket Sales		30.00	(14,810.25)
09/06/2021	NBPT	Receipt 76936: BRANDON MASON - Ticket Sales		20.00	(14,830.25)
09/06/2021	NBPT	Receipt 76937: WHITNEY L EHLERT - Ticket Sales		10.00	(14,840.25)
09/07/2021	NBPT	Receipt 76438: Forces of Nature, LLC - Saturday Rodeo Tickets		40.00	(14,880.25)
09/08/2021	NBPT	Receipt 77013: Cagnie Cagnie - Ticket Sales		60.00	(14,940.25)
				(\$14,940.25)	(\$14,940.25)
3445 - Horse Games					
09/04/2021	NBPT	Receipt 76424: Francis City - Saturday Horse Games		60.00	\$0.00
				(\$60.00)	(\$60.00)
3446 - Jr. Rodeo/Kids Activities					
09/06/2021	NBPT	Receipt 76432: Francis City - Pig Money		90.00	\$0.00
				(\$90.00)	(\$90.00)
3460 - Concessions					
09/02/2021	NBPT	Receipt 76504: AMANDA CRITTENDEN - Concessions		1.00	(1.00)
09/02/2021	NBPT	Receipt 76506: AMANDA CRITTENDEN - Concessions		1.00	(2.00)
09/02/2021	NBPT	Receipt 76507: - Concessions		20.00	(22.00)
09/02/2021	NBPT	Receipt 76509: - Concessions		19.50	(41.50)
09/02/2021	NBPT	Receipt 76511: JEREMIE FORMAN - Concessions		8.50	(50.00)
09/02/2021	NBPT	Receipt 76515: CALDER R STARK - Concessions		8.50	(58.50)
09/02/2021	NBPT	Receipt 76516: ANDREA CRITTENDEN - Concessions		14.00	(72.50)
09/02/2021	NBPT	Receipt 76518: ZACHARY J SCHULTZ - Concessions		23.25	(95.75)
09/02/2021	NBPT	Receipt 76519: ROBERT BOICE - Concessions		17.00	(112.75)
09/02/2021	NBPT	Receipt 76520: LUKE THOMAS - Concessions		7.00	(119.75)
09/02/2021	NBPT	Receipt 76522: JAKE BROADHEAD - Concessions		19.50	(139.25)
09/02/2021	NBPT	Receipt 76531: ADDISEN P MCMULLIN - Concessions		1.00	(140.25)
09/02/2021	NBPT	Receipt 76534: MELISSA A THOMPSON - Concessions		25.25	(165.50)
09/02/2021	NBPT	Receipt 76535: BRITTANY FREDRICKSON - Concessions		26.25	(191.75)
09/02/2021	NBPT	Receipt 76536: ADDISEN P MCMULLIN - Concessions		3.50	(195.25)
09/02/2021	NBPT	Receipt 76537: LINSEY H RICHINS - Concessions		24.00	(219.25)
09/02/2021	NBPT	Receipt 76538: PETER S MONTES - Concessions		61.00	(280.25)
09/02/2021	NBPT	Receipt 76539: KALLEE CLEGG - Concessions		5.00	(285.25)
09/02/2021	NBPT	Receipt 76540: STANLEY RICKS - Concessions		7.50	(292.75)
09/02/2021	NBPT	Receipt 76541: smith - Concessions		37.25	(330.00)
09/02/2021	NBPT	Receipt 76542: TERA K ANDREWS AMES - Concessions		31.00	(361.00)
09/02/2021	NBPT	Receipt 76543: RONNIE L EASTIN - Concessions		12.00	(373.00)
09/02/2021	NBPT	Receipt 76544: HADLEY MINER - Concessions		6.50	(379.50)
09/02/2021	NBPT	Receipt 76545: KASEN CRITTENDEN - Concessions		8.50	(388.00)
09/02/2021	NBPT	Receipt 76546: RONNIE L EASTIN - Concessions		27.00	(415.00)
09/02/2021	NBPT	Receipt 76547: CHRISTY K MOORE - Concessions		6.50	(421.50)
09/02/2021	NBPT	Receipt 76548: TRAVIS SMITH - Concessions		10.00	(431.50)
09/02/2021	NBPT	Receipt 76549: TERA K ANDREWS AMES - Concessions		2.50	(434.00)
09/02/2021	NBPT	Receipt 76550: CHRISTY K MOORE - Concessions		17.00	(451.00)
09/03/2021	NBPT	Receipt 76421: Francis City - Brenn Hill Concert		424.00	(875.00)
09/03/2021	NBPT	Receipt 76422: Francis City - Movie Night		199.50	(1,074.50)
09/03/2021	NBPT	Receipt 76561: JODY PROBST - Concessions		0.01	(1,074.51)
09/03/2021	NBPT	Receipt 76562: JODY PROBST - Concessions		12.75	(1,087.26)
09/03/2021	NBPT	Receipt 76563: REBECCA A JOHNSON - Concessions		11.75	(1,099.01)
09/03/2021	NBPT	Receipt 76564: KATHLEEN BETH - Concessions		6.25	(1,105.26)
09/04/2021	NBPT	Receipt 76423: Francis City - Saturday Morning		768.25	(1,873.51)
09/04/2021	NBPT	Receipt 76425: Francis City - Saturday Night		2,328.50	(4,202.01)
09/04/2021	NBPT	Receipt 76427: Francis City - Saturday Lunch		1,411.25	(5,613.26)



**Francis City**  
**General Ledger for Frontier Days - 07/01/2021 to 06/30/2022**

Account		Description	Debit	Credit	Balance
Date	Code				
3460 - Concessions ( continued )					
09/04/2021	NBPT	Receipt 76428: Francis City - Sunday morning		277.00	(5,890.26)
09/04/2021	NBPT	Receipt 76572: JOLENE ANDERSON - Concessions		30.50	(5,920.76)
09/04/2021	NBPT	Receipt 76573: - Concessions		15.00	(5,935.76)
09/04/2021	NBPT	Receipt 76574: KATHLEEN BETH - Concessions		29.50	(5,965.26)
09/04/2021	NBPT	Receipt 76575: KENT A PRICE - Concessions		12.50	(5,977.76)
09/04/2021	NBPT	Receipt 76576: - Concessions		6.00	(5,983.76)
09/04/2021	NBPT	Receipt 76577: - Concessions		1.50	(5,985.26)
09/04/2021	NBPT	Receipt 76578: TRENT ASHTON - Concessions		31.50	(6,016.76)
09/04/2021	NBPT	Receipt 76579: AUSTYN BUSHELL - Concessions		12.50	(6,029.26)
09/04/2021	NBPT	Receipt 76580: REBECCA A JOHNSON - Concessions		37.50	(6,066.76)
09/04/2021	NBPT	Receipt 76581: BYRON AMES - Concessions		40.50	(6,107.26)
09/04/2021	NBPT	Receipt 76582: KADE DANIEL EVANS - Concessions		8.00	(6,115.26)
09/04/2021	NBPT	Receipt 76583: RHETT NIELSON - Concessions		14.00	(6,129.26)
09/04/2021	NBPT	Receipt 76584: Jeffrey Spencer - Concessions		29.00	(6,158.26)
09/04/2021	NBPT	Receipt 76585: RAY D PICKUP - Concessions		36.50	(6,194.76)
09/04/2021	NBPT	Receipt 76586: LAURA V KOESTER - Concessions		8.25	(6,203.01)
09/04/2021	NBPT	Receipt 76587: JANINE E ROSS - Concessions		17.75	(6,220.76)
09/04/2021	NBPT	Receipt 76588: CLARK E COWLEY - Concessions		25.50	(6,246.26)
09/04/2021	NBPT	Receipt 76589: SPENCER QUERRY - Concessions		3.00	(6,249.26)
09/04/2021	NBPT	Receipt 76590: D NEELEMAN - Concessions		18.50	(6,267.76)
09/04/2021	NBPT	Receipt 76591: D NEELEMAN - Concessions		32.50	(6,300.26)
09/04/2021	NBPT	Receipt 76592: SUZANNE QUERRY - Concessions		31.25	(6,331.51)
09/04/2021	NBPT	Receipt 76593: EUNICE QUERRY - Concessions		23.25	(6,354.76)
09/04/2021	NBPT	Receipt 76594: PAUL WYNN - Concessions		18.50	(6,373.26)
09/04/2021	NBPT	Receipt 76595: ANDREA CRITTENDEN - Concessions		18.25	(6,391.51)
09/04/2021	NBPT	Receipt 76596: BRENT FRY - Concessions		10.25	(6,401.76)
09/04/2021	NBPT	Receipt 76597: COLBY AVERETT - Concessions		8.25	(6,410.01)
09/04/2021	NBPT	Receipt 76598: ASHLEY J GEE - Concessions		10.75	(6,420.76)
09/04/2021	NBPT	Receipt 76599: ERIC MARSING - Concessions		30.00	(6,450.76)
09/04/2021	NBPT	Receipt 76600: ALVARO NEVES - Concessions		25.50	(6,476.26)
09/04/2021	NBPT	Receipt 76601: - Concessions		13.00	(6,489.26)
09/04/2021	NBPT	Receipt 76602: - Concessions		16.50	(6,505.76)
09/04/2021	NBPT	Receipt 76603: REBECCA A JOHNSON - Concessions		38.00	(6,543.76)
09/04/2021	NBPT	Receipt 76604: - Concessions		45.50	(6,589.26)
09/04/2021	NBPT	Receipt 76605: REBECCA A JOHNSON - Concessions		7.50	(6,596.76)
09/04/2021	NBPT	Receipt 76606: - Concessions		7.50	(6,604.26)
09/04/2021	NBPT	Receipt 76607: JEREMIE FORMAN - Concessions		11.50	(6,615.76)
09/04/2021	NBPT	Receipt 76608: paul miller - Concessions		8.50	(6,624.26)
09/04/2021	NBPT	Receipt 76609: - Concessions		28.00	(6,652.26)
09/04/2021	NBPT	Receipt 76610: STANLEY RICKS - Concessions		13.25	(6,665.51)
09/04/2021	NBPT	Receipt 76611: THOMAS RILEY - Concessions		23.50	(6,689.01)
09/04/2021	NBPT	Receipt 76612: - Concessions		32.50	(6,721.51)
09/04/2021	NBPT	Receipt 76613: - Concessions		11.00	(6,732.51)
09/04/2021	NBPT	Receipt 76614: CHEYENNE N GAWRELUK - Concessions		7.50	(6,740.01)
09/04/2021	NBPT	Receipt 76615: PAKE K ROCKHILL - Concessions		21.50	(6,761.51)
09/04/2021	NBPT	Receipt 76616: - Concessions		18.00	(6,779.51)
09/04/2021	NBPT	Receipt 76617: - Concessions		1.50	(6,781.01)
09/04/2021	NBPT	Receipt 76618: MATTHEW P SHABANOFF - Concessions		11.00	(6,792.01)
09/04/2021	NBPT	Receipt 76619: JESSICA GRAVES - Concessions		9.25	(6,801.26)
09/04/2021	NBPT	Receipt 76620: PAUL WEIGHT - Concessions		70.00	(6,871.26)
09/04/2021	NBPT	Receipt 76622: BRANDEE J RICKS - Concessions		3.00	(6,874.26)
09/04/2021	NBPT	Receipt 76624: DANA LOLLEY - Concessions		22.00	(6,896.26)
09/04/2021	NBPT	Receipt 76625: KEN JONES - Concessions		15.00	(6,911.26)
09/04/2021	NBPT	Receipt 76627: DONALD W KERR - Concessions		44.00	(6,955.26)
09/04/2021	NBPT	Receipt 76631: CAROL L WEIDOW - Concessions		10.00	(6,965.26)
09/04/2021	NBPT	Receipt 76633: JASON BERGEN - Concessions		23.50	(6,988.76)
09/04/2021	NBPT	Receipt 76634: BRANDEE J RICKS - Concessions		40.25	(7,029.01)
09/04/2021	NBPT	Receipt 76635: GAIL A GUNNERSON - Concessions		16.50	(7,045.51)
09/04/2021	NBPT	Receipt 76641: KEYERA CHURILLA - Concessions		30.00	(7,075.51)
09/04/2021	NBPT	Receipt 76642: JENS D FRANDSEN - Concessions		33.25	(7,108.76)
09/04/2021	NBPT	Receipt 76645: MICHELLE HAGEN - Concessions		31.50	(7,140.26)
09/04/2021	NBPT	Receipt 76648: BRET H ASHTON - Concessions		26.00	(7,166.26)
09/04/2021	NBPT	Receipt 76652: - Concessions		28.50	(7,194.76)
09/04/2021	NBPT	Receipt 76655: BROCKSTON B HILL - Concessions		23.50	(7,218.26)
09/04/2021	NBPT	Receipt 76657: KENDRA WYCKOFF - Concessions		60.00	(7,278.26)
09/04/2021	NBPT	Receipt 76659: LYNETTE HALLAM - Concessions		20.00	(7,298.26)
09/04/2021	NBPT	Receipt 76660: MADELINE V PRESCOTT - Concessions		23.25	(7,321.51)
09/04/2021	NBPT	Receipt 76661: graves - Concessions		57.50	(7,379.01)
09/04/2021	NBPT	Receipt 76662: RALPH PAHNKE - Concessions		60.00	(7,439.01)
09/04/2021	NBPT	Receipt 76664: TYLER J BENNETT - Concessions		53.75	(7,492.76)
09/04/2021	NBPT	Receipt 76666: SHERI ROBISON - Concessions		30.00	(7,522.76)



**Francis City**  
**General Ledger for Frontier Days - 07/01/2021 to 06/30/2022**

Account		Description	Debit	Credit	Balance
Date	Code				
3460 - Concessions ( continued )					
09/04/2021	NBPT	Receipt 76670: MINDY D HARRIS - Concessions		36.50	(7,559.26)
09/04/2021	NBPT	Receipt 76671: DUSTIN LEWIS - Concessions		30.00	(7,589.26)
09/04/2021	NBPT	Receipt 76673: JADE JOHNSON - Concessions		50.00	(7,639.26)
09/04/2021	NBPT	Receipt 76675: AUSTYN BUSHELL - Concessions		7.50	(7,646.76)
09/04/2021	NBPT	Receipt 76681: STACI SARGENT - Concessions		12.00	(7,658.76)
09/04/2021	NBPT	Receipt 76682: CHERIE ROOT - Concessions		40.00	(7,698.76)
09/04/2021	NBPT	Receipt 76683: DARRIN COLE - Concessions		40.00	(7,738.76)
09/04/2021	NBPT	Receipt 76684: JESSICA MOEHLE - Concessions		40.00	(7,778.76)
09/04/2021	NBPT	Receipt 76685: SHIREECE D GINES - Concessions		20.00	(7,798.76)
09/04/2021	NBPT	Receipt 76687: - Concessions		60.00	(7,858.76)
09/04/2021	NBPT	Receipt 76689: RICKY EVANS - Concessions		30.00	(7,888.76)
09/04/2021	NBPT	Receipt 76691: DAN E HALTINNER - Concessions		30.00	(7,918.76)
09/04/2021	NBPT	Receipt 76693: RONDEL CLEGG - Concessions		30.00	(7,948.76)
09/04/2021	NBPT	Receipt 76695: JUSTIN WYCKOFF - Concessions		36.75	(7,985.51)
09/04/2021	NBPT	Receipt 76696: JAMES G ABBOTT - Concessions		40.00	(8,025.51)
09/04/2021	NBPT	Receipt 76697: GARY MCARTHUR - Concessions		42.50	(8,068.01)
09/04/2021	NBPT	Receipt 76699: - Concessions		30.00	(8,098.01)
09/04/2021	NBPT	Receipt 76701: SHERRIE BYBEE - Concessions		14.25	(8,112.26)
09/04/2021	NBPT	Receipt 76703: MICHAEL MCNULTY - Concessions		60.00	(8,172.26)
09/04/2021	NBPT	Receipt 76704: CHRISTOPHER M CONNER - Concessions		80.00	(8,252.26)
09/04/2021	NBPT	Receipt 76706: STEVE LINICK - Concessions		20.00	(8,272.26)
09/04/2021	NBPT	Receipt 76707: DEREK JAY SHEPHERD - Concessions		9.25	(8,281.51)
09/04/2021	NBPT	Receipt 76708: CAMERON HARRIS - Concessions		50.00	(8,331.51)
09/04/2021	NBPT	Receipt 76709: DOLORES A MANSELL - Concessions		40.00	(8,371.51)
09/04/2021	NBPT	Receipt 76710: STACY SACHEN - Concessions		80.00	(8,451.51)
09/04/2021	NBPT	Receipt 76711: REBECCA L BOWEN - Concessions		60.75	(8,512.26)
09/04/2021	NBPT	Receipt 76712: RICHARD K STOCKLEY - Concessions		70.00	(8,582.26)
09/04/2021	NBPT	Receipt 76713: JAYNE PAHNKE - Concessions		41.25	(8,623.51)
09/04/2021	NBPT	Receipt 76714: CRYSTAL ANN ROBINSON - Concessions		10.00	(8,633.51)
09/04/2021	NBPT	Receipt 76715: EMILY R HARWARD - Concessions		10.00	(8,643.51)
09/04/2021	NBPT	Receipt 76717: ELIZABETH MANN - Concessions		50.00	(8,693.51)
09/04/2021	NBPT	Receipt 76719: KRISTOPHER K STEADMAN - Concessions		50.00	(8,743.51)
09/04/2021	NBPT	Receipt 76720: - Concessions		7.50	(8,751.01)
09/04/2021	NBPT	Receipt 76721: RONALD BOWEN - Concessions		40.00	(8,791.01)
09/04/2021	NBPT	Receipt 76722: JADE JOHNSON - Concessions		72.75	(8,863.76)
09/04/2021	NBPT	Receipt 76723: MICHAEL SNOW - Concessions		60.00	(8,923.76)
09/04/2021	NBPT	Receipt 76724: ZACHARY BURGE - Concessions		20.00	(8,943.76)
09/04/2021	NBPT	Receipt 76726: BENJAMIN R OSTLER - Concessions		42.25	(8,986.01)
09/04/2021	NBPT	Receipt 76727: BRADY SLACK - Concessions		20.00	(9,006.01)
09/04/2021	NBPT	Receipt 76728: STEVE BALL - Concessions		60.00	(9,066.01)
09/04/2021	NBPT	Receipt 76729: SCOTT W JOHNSON - Concessions		8.25	(9,074.26)
09/04/2021	NBPT	Receipt 76730: DEE REED HANSEN - Concessions		40.00	(9,114.26)
09/04/2021	NBPT	Receipt 76731: TREVOR T DAILEY - Concessions		10.00	(9,124.26)
09/04/2021	NBPT	Receipt 76732: PATTI W WITTWER - Concessions		38.25	(9,162.51)
09/04/2021	NBPT	Receipt 76733: RICHARD MUCHA - Concessions		117.75	(9,280.26)
09/04/2021	NBPT	Receipt 76735: RICHARD MUCHA - Concessions		3.00	(9,283.26)
09/04/2021	NBPT	Receipt 76736: JEREY J SPENCER - Concessions		13.00	(9,296.26)
09/04/2021	NBPT	Receipt 76739: RONDEL CLEGG - Concessions		21.50	(9,317.76)
09/04/2021	NBPT	Receipt 76741: - Concessions		4.25	(9,322.01)
09/04/2021	NBPT	Receipt 76742: LUKE E LESTER - Concessions		20.00	(9,342.01)
09/04/2021	NBPT	Receipt 76744: DANIEL FELDMAN - Concessions		2.25	(9,344.26)
09/04/2021	NBPT	Receipt 76745: TYREE MITCHELL - Concessions		2.00	(9,346.26)
09/04/2021	NBPT	Receipt 76746: RYAN OLLIGES - Concessions		24.50	(9,370.76)
09/04/2021	NBPT	Receipt 76747: SHAWN V LOWDER - Concessions		50.00	(9,420.76)
09/04/2021	NBPT	Receipt 76748: - Concessions		12.00	(9,432.76)
09/04/2021	NBPT	Receipt 76749: DESTINY LINDSAY - Concessions		18.25	(9,451.01)
09/04/2021	NBPT	Receipt 76750: SHERRI A SULLINS - Concessions		70.00	(9,521.01)
09/04/2021	NBPT	Receipt 76751: TY MENLOVE - Concessions		10.00	(9,531.01)
09/04/2021	NBPT	Receipt 76752: CHET W THOMAS - Concessions		17.75	(9,548.76)
09/04/2021	NBPT	Receipt 76753: KATHERINE LEE - Concessions		40.25	(9,589.01)
09/04/2021	NBPT	Receipt 76754: - Concessions		11.00	(9,600.01)
09/04/2021	NBPT	Receipt 76755: KASEN CRITTENDEN - Concessions		10.00	(9,610.01)
09/04/2021	NBPT	Receipt 76756: M BRIDGER CRITTENDEN - Concessions		32.00	(9,642.01)
09/04/2021	NBPT	Receipt 76757: - Concessions		22.50	(9,664.51)
09/04/2021	NBPT	Receipt 76758: CHRISTY K MOORE - Concessions		2.50	(9,667.01)
09/04/2021	NBPT	Receipt 76759: TADD LOUDER - Concessions		8.00	(9,675.01)
09/04/2021	NBPT	Receipt 76760: ddsdss ddsdss - Concessions		20.75	(9,695.76)
09/04/2021	NBPT	Receipt 76761: JENNA BELLEW - Concessions		44.50	(9,740.26)
09/04/2021	NBPT	Receipt 76762: MCKELL CRANNEY - Concessions		43.50	(9,783.76)
09/04/2021	NBPT	Receipt 76763: JANA LEE MARCHANT - Concessions		36.25	(9,820.01)
09/04/2021	NBPT	Receipt 76764: JARED KEEFE PULHAM - Concessions		21.25	(9,841.26)



**Francis City**  
**General Ledger for Frontier Days - 07/01/2021 to 06/30/2022**

Account		Description	Debit	Credit	Balance
Date	Code				
3460 - Concessions ( continued )					
09/04/2021	NBPT	Receipt 76765: draper - Concessions		2.00	(9,843.26)
09/04/2021	NBPT	Receipt 76766: KENDELL WILDE - Concessions		6.50	(9,849.76)
09/04/2021	NBPT	Receipt 76767: JESSICA MOEHLE - Concessions		21.75	(9,871.51)
09/04/2021	NBPT	Receipt 76768: - Concessions		13.50	(9,885.01)
09/04/2021	NBPT	Receipt 76769: BRADFORD D SHELTON - Concessions		2.50	(9,887.51)
09/04/2021	NBPT	Receipt 76770: JENNIFER LLOYD - Concessions		34.00	(9,921.51)
09/04/2021	NBPT	Receipt 76771: - Concessions		28.25	(9,949.76)
09/04/2021	NBPT	Receipt 76772: LINDZI BISHOP - Concessions		18.50	(9,968.26)
09/04/2021	NBPT	Receipt 76773: CHEYENNE N GAWRELUK - Concessions		20.00	(9,988.26)
09/04/2021	NBPT	Receipt 76774: DIANE BUNTING - Concessions		7.50	(9,995.76)
09/04/2021	NBPT	Receipt 76775: BREKKEN CRANNEY - Concessions		14.75	(10,010.51)
09/04/2021	NBPT	Receipt 76776: MATTHEW WILLIAM BAXTER - Concessions		20.25	(10,030.76)
09/04/2021	NBPT	Receipt 76777: RON D EICHER - Concessions		8.25	(10,039.01)
09/04/2021	NBPT	Receipt 76778: BRAXTON WILSON - Concessions		3.00	(10,042.01)
09/05/2021	NBPT	Receipt 76781: BRAYDEN T LAWS - Concessions		9.50	(10,051.51)
09/05/2021	NBPT	Receipt 76782: JAXON LAWS - Concessions		2.50	(10,054.01)
09/05/2021	NBPT	Receipt 76783: - Concessions		18.00	(10,072.01)
09/05/2021	NBPT	Receipt 76784: gfyhfdgfd gfyhfdgfd - Concessions		8.00	(10,080.01)
09/05/2021	NBPT	Receipt 76785: HUNTER MIKESELL - Concessions		16.00	(10,096.01)
09/05/2021	NBPT	Receipt 76786: DAXTON L PRESTON - Concessions		6.50	(10,102.51)
09/06/2021	NBPT	Receipt 76429: Francis City - Monday Afternoon		2,176.00	(12,278.51)
09/06/2021	NBPT	Receipt 76430: Francis City - Monday Morning		1,531.00	(13,809.51)
09/06/2021	NBPT	Receipt 76790: NICK BROWN - Concessions		46.00	(13,855.51)
09/06/2021	NBPT	Receipt 76791: JENS D FRANDSEN - Concessions		34.75	(13,890.26)
09/06/2021	NBPT	Receipt 76792: CODI SCHWEITZER - Concessions		16.50	(13,906.76)
09/06/2021	NBPT	Receipt 76793: DUSTIN W CLEGG - Concessions		30.00	(13,936.76)
09/06/2021	NBPT	Receipt 76794: WESTON R GILLESPIE - Concessions		9.50	(13,946.26)
09/06/2021	NBPT	Receipt 76795: THOMAS C GUNNERSON - Concessions		11.25	(13,957.51)
09/06/2021	NBPT	Receipt 76796: JORDAN MOTT - Concessions		13.75	(13,971.26)
09/06/2021	NBPT	Receipt 76797: REBECCA A JOHNSON - Concessions		30.50	(14,001.76)
09/06/2021	NBPT	Receipt 76798: JASON BERGEN - Concessions		26.25	(14,028.01)
09/06/2021	NBPT	Receipt 76799: KATHY DONNELL - Concessions		6.50	(14,034.51)
09/06/2021	NBPT	Receipt 76800: STEVEN W SHANER - Concessions		16.50	(14,051.01)
09/06/2021	NBPT	Receipt 76801: KATHLEEN BETH - Concessions		15.00	(14,066.01)
09/06/2021	NBPT	Receipt 76802: - Concessions		12.50	(14,078.51)
09/06/2021	NBPT	Receipt 76803: CODI SCHWEITZER - Concessions		1.00	(14,079.51)
09/06/2021	NBPT	Receipt 76804: ASHLEY J GEE - Concessions		23.00	(14,102.51)
09/06/2021	NBPT	Receipt 76805: - Concessions		2.50	(14,105.01)
09/06/2021	NBPT	Receipt 76806: - Concessions		7.50	(14,112.51)
09/06/2021	NBPT	Receipt 76807: - Concessions		27.25	(14,139.76)
09/06/2021	NBPT	Receipt 76808: REX MITCHELL - Concessions		25.75	(14,165.51)
09/06/2021	NBPT	Receipt 76809: RONDEL CLEGG - Concessions		10.25	(14,175.76)
09/06/2021	NBPT	Receipt 76810: STEPHANIE GLOECKNER - Concessions		24.00	(14,199.76)
09/06/2021	NBPT	Receipt 76811: REBECCA A JOHNSON - Concessions		7.00	(14,206.76)
09/06/2021	NBPT	Receipt 76812: DEVON J CUMMINGS - Concessions		19.75	(14,226.51)
09/06/2021	NBPT	Receipt 76813: - Concessions		3.00	(14,229.51)
09/06/2021	NBPT	Receipt 76814: MICHAEL MCNULTY - Concessions		22.00	(14,251.51)
09/06/2021	NBPT	Receipt 76815: - Concessions		29.50	(14,281.01)
09/06/2021	NBPT	Receipt 76816: JAYDIN NICOLE LOTT - Concessions		15.00	(14,296.01)
09/06/2021	NBPT	Receipt 76817: - Concessions		28.00	(14,324.01)
09/06/2021	NBPT	Receipt 76818: - Concessions		18.00	(14,342.01)
09/06/2021	NBPT	Receipt 76819: - Concessions		15.00	(14,357.01)
09/06/2021	NBPT	Receipt 76820: BRANDEE J RICKS - Concessions		6.00	(14,363.01)
09/06/2021	NBPT	Receipt 76821: LAURA ALLEMAN - Concessions		25.50	(14,388.51)
09/06/2021	NBPT	Receipt 76822: SARAH BARNEY - Concessions		18.25	(14,406.76)
09/06/2021	NBPT	Receipt 76823: BENJAMIN HOYT - Concessions		35.25	(14,442.01)
09/06/2021	NBPT	Receipt 76824: BRITTANY FREDRICKSON - Concessions		17.75	(14,459.76)
09/06/2021	NBPT	Receipt 76825: JULIE A SPENCER - Concessions		22.25	(14,482.01)
09/06/2021	NBPT	Receipt 76826: WHITNEY E SMITH - Concessions		3.75	(14,485.76)
09/06/2021	NBPT	Receipt 76827: - Concessions		3.00	(14,488.76)
09/06/2021	NBPT	Receipt 76828: HUNTER ATKINSON - Concessions		6.75	(14,495.51)
09/06/2021	NBPT	Receipt 76829: PATRICK C LAUGHLIN - Concessions		3.00	(14,498.51)
09/06/2021	NBPT	Receipt 76830: hgdyrs hgdyrs - Concessions		11.75	(14,510.26)
09/06/2021	NBPT	Receipt 76831: ASHLEY J GEE - Concessions		3.50	(14,513.76)
09/06/2021	NBPT	Receipt 76832: PATRICK C LAUGHLIN - Concessions		3.50	(14,517.26)
09/06/2021	NBPT	Receipt 76833: CHRISTY K MOORE - Concessions		2.50	(14,519.76)
09/06/2021	NBPT	Receipt 76834: - Concessions		1.00	(14,520.76)
09/06/2021	NBPT	Receipt 76835: hgfsf hgfsf - Concessions		9.50	(14,530.26)
09/06/2021	NBPT	Receipt 76836: - Concessions		5.00	(14,535.26)
09/06/2021	NBPT	Receipt 76837: C PORTER POULSEN - Concessions		30.00	(14,565.26)
09/06/2021	NBPT	Receipt 76838: DESTINY LINDSAY - Concessions		20.50	(14,585.76)



**Francis City**  
**General Ledger for Frontier Days - 07/01/2021 to 06/30/2022**

Account		Description	Debit	Credit	Balance
Date	Code				
3460 - Concessions ( continued )					
09/06/2021	NBPT	Receipt 76839: REX MITCHELL - Concessions		13.50	(14,599.26)
09/06/2021	NBPT	Receipt 76840: LYNDA WHITMORE - Concessions		13.00	(14,612.26)
09/06/2021	NBPT	Receipt 76841: SAMIE S ASTILL - Concessions		5.00	(14,617.26)
09/06/2021	NBPT	Receipt 76843: JEFFREY J SPENCER - Concessions		8.50	(14,625.76)
09/06/2021	NBPT	Receipt 76844: CHEYENNE N GAWRELUK - Concessions		9.00	(14,634.76)
09/06/2021	NBPT	Receipt 76845: graves - Concessions		4.00	(14,638.76)
09/06/2021	NBPT	Receipt 76846: EUNICE MARION - Concessions		32.00	(14,670.76)
09/06/2021	NBPT	Receipt 76847: VICKIE MATHESON - Concessions		33.00	(14,703.76)
09/06/2021	NBPT	Receipt 76848: - Concessions		9.50	(14,713.26)
09/06/2021	NBPT	Receipt 76849: woodard - Concessions		15.50	(14,728.76)
09/06/2021	NBPT	Receipt 76850: ROCK E WHITE - Concessions		13.50	(14,742.26)
09/06/2021	NBPT	Receipt 76851: G EARLE GARDNER - Concessions		9.50	(14,751.76)
09/06/2021	NBPT	Receipt 76852: SEAN PRICE - Concessions		41.25	(14,793.01)
09/06/2021	NBPT	Receipt 76853: JUSTIN JONES - Concessions		21.50	(14,814.51)
09/06/2021	NBPT	Receipt 76854: JESSICA GRAVES - Concessions		17.00	(14,831.51)
09/06/2021	NBPT	Receipt 76855: CLINT B SUMMERS - Concessions		40.50	(14,872.01)
09/06/2021	NBPT	Receipt 76856: G EARLE GARDNER - Concessions		7.00	(14,879.01)
09/06/2021	NBPT	Receipt 76857: JOSEPH FORMAN - Concessions		28.00	(14,907.01)
09/06/2021	NBPT	Receipt 76859: stratton - Concessions		41.75	(14,948.76)
09/06/2021	NBPT	Receipt 76860: JAIME L SMITH - Concessions		23.25	(14,972.01)
09/06/2021	NBPT	Receipt 76864: SARAH E ELY - Concessions		38.50	(15,010.51)
09/06/2021	NBPT	Receipt 76868: MICHAEL P STEPHENS - Concessions		11.00	(15,021.51)
09/06/2021	NBPT	Receipt 76871: - Concessions		14.25	(15,035.76)
09/06/2021	NBPT	Receipt 76872: ASHLEY J GEE - Concessions		32.75	(15,068.51)
09/06/2021	NBPT	Receipt 76873: DOROTHY M SULLIVAN - Concessions		27.75	(15,096.26)
09/06/2021	NBPT	Receipt 76874: PAMELA CLARK - Concessions		21.00	(15,117.26)
09/06/2021	NBPT	Receipt 76875: MICHAEL MCNULTY - Concessions		23.50	(15,140.76)
09/06/2021	NBPT	Receipt 76879: RYAN J STEVENS - Concessions		20.00	(15,160.76)
09/06/2021	NBPT	Receipt 76882: DARYL ZELLER - Concessions		9.50	(15,170.26)
09/06/2021	NBPT	Receipt 76884: WILLIAM JONES - Concessions		13.25	(15,183.51)
09/06/2021	NBPT	Receipt 76886: JASON BEAN - Concessions		20.00	(15,203.51)
09/06/2021	NBPT	Receipt 76888: TADD RICHMAN - Concessions		20.00	(15,223.51)
09/06/2021	NBPT	Receipt 76890: JESSIKA D MCRAY - Concessions		33.00	(15,256.51)
09/06/2021	NBPT	Receipt 76891: TIFFANY HILLAM - Concessions		70.00	(15,326.51)
09/06/2021	NBPT	Receipt 76893: JENS D FRANDSEN - Concessions		31.25	(15,357.76)
09/06/2021	NBPT	Receipt 76895: RICKY EVANS - Concessions		20.00	(15,377.76)
09/06/2021	NBPT	Receipt 76896: Joseph Joseph - Concessions		50.00	(15,427.76)
09/06/2021	NBPT	Receipt 76900: hfgd - Concessions		16.00	(15,443.76)
09/06/2021	NBPT	Receipt 76902: ALAN KUCHAR - Concessions		9.75	(15,453.51)
09/06/2021	NBPT	Receipt 76906: KAVIN GOODE - Concessions		17.00	(15,470.51)
09/06/2021	NBPT	Receipt 76909: KATHERINE LEE - Concessions		18.00	(15,488.51)
09/06/2021	NBPT	Receipt 76910: JOHN W WITTWER - Concessions		43.75	(15,532.26)
09/06/2021	NBPT	Receipt 76913: MICHELLE HAGEN - Concessions		26.25	(15,558.51)
09/06/2021	NBPT	Receipt 76917: JANELLE K NELSON - Concessions		25.50	(15,584.01)
09/06/2021	NBPT	Receipt 76919: hgjf - Concessions		11.00	(15,595.01)
09/06/2021	NBPT	Receipt 76928: JACK L CLEGG - Concessions		13.50	(15,608.51)
09/06/2021	NBPT	Receipt 76932: KALEB WILSON - Concessions		6.00	(15,614.51)
09/06/2021	NBPT	Receipt 76935: BAILEE N CRNICH - Concessions		9.50	(15,624.01)
09/06/2021	NBPT	Receipt 76938: - Concessions		8.25	(15,632.26)
09/06/2021	NBPT	Receipt 76939: KRISTI FERRE - Concessions		11.00	(15,643.26)
09/06/2021	NBPT	Receipt 76940: REX PEDERSON - Concessions		44.50	(15,687.76)
09/06/2021	NBPT	Receipt 76941: CODI SCHWEITZER - Concessions		20.25	(15,708.01)
09/06/2021	NBPT	Receipt 76942: JAMY L HAMPTON - Concessions		39.75	(15,747.76)
09/06/2021	NBPT	Receipt 76943: DESTENY D TINGEY - Concessions		29.50	(15,777.26)
09/06/2021	NBPT	Receipt 76944: TALETHA JUDY - Concessions		5.50	(15,782.76)
09/06/2021	NBPT	Receipt 76945: PHILLIP ANTONIO CHAVEZ - Concessions		10.25	(15,793.01)
09/06/2021	NBPT	Receipt 76946: RACHEL GAMELIN - Concessions		2.00	(15,795.01)
09/06/2021	NBPT	Receipt 76947: DAKOTA DALSING - Concessions		17.25	(15,812.26)
09/06/2021	NBPT	Receipt 76948: NANCY A BELL - Concessions		9.75	(15,822.01)
09/06/2021	NBPT	Receipt 76949: JOHN W KIRKHAM - Concessions		13.00	(15,835.01)
09/06/2021	NBPT	Receipt 76950: Tyree Tyree - Concessions		3.50	(15,838.51)
09/06/2021	NBPT	Receipt 76951: KATHERINE LEE - Concessions		15.75	(15,854.26)
09/06/2021	NBPT	Receipt 76952: TRACI PORRETTA - Concessions		8.00	(15,862.26)
09/06/2021	NBPT	Receipt 76953: BRITTANY FREDRICKSON - Concessions		9.75	(15,872.01)
09/06/2021	NBPT	Receipt 76954: - Concessions		10.00	(15,882.01)
09/08/2021	NBPT	Receipt 77003: Murphy, Robert - Duck & Chicken for Bob		267.14	(16,149.15)
09/20/2021	NBPT	Receipt 77116: Murphy, Robert - Bought leftover Bacon, water, and eggs		75.00	(16,224.15)
				(\$16,224.15)	(\$16,224.15)

**Francis City**  
**General Ledger for Frontier Days - 07/01/2021 to 06/30/2022**

Account		Description	Debit	Credit	Balance
Date	Code				
3490 - Hometown Competition Entries					\$0.00
09/07/2021	NBPT	Receipt 76458: Shelby Moore - Rescue Relay Winner Saturday 9-4-2021		140.00	(140.00)
				(\$140.00)	(\$140.00)
4500 - Seed Money					\$0.00
09/01/2021	AP	INV: Start up money Francis City - Seed Money Frontier Days 2020	7,100.00		7,100.00
			\$7,100.00		\$7,100.00
4502 - Advertising, Programs, misc. supplies					\$0.00
08/16/2021	AP	INV: Flag Firls Wilde, Cagnie - Flag Makers	117.48		117.48
09/07/2021	AP	INV: 34883 Sunrise Press LLC - Programs	1,275.00		1,392.48
10/04/2021	AP	INV: 9-1-2021 Wilde, Cagnie - Flag girl supplies	82.46		1,474.94
10/14/2021	AP	INV: 44765,788,804,813,823,828,841,848,857,873,975,45015,064,45117 Ace Hardware Of Kamas - Supplies for Frontier Days	354.23		1,829.17
10/14/2021	AP	INV: 2026-6,2026-5,22026-8,22026-7 Mid-Utah Radio - Advertising concert	1,000.00		2,829.17
10/14/2021	AP	INV: Sept. billing Bankcard Center - Gift Certificates for programs	220.00		3,049.17
			\$3,049.17		\$3,049.17
4505 - Ticket Expenses					\$0.00
09/08/2021	AP	INV: 31606101,31606102 Park City Winlectric - Ticket Booth electrical	2,464.28		2,464.28
10/04/2021	AP	INV: J82709 The Wasatch Wave - Concert tickeets & Rodeo tickets	297.00		2,761.28
			\$2,761.28		\$2,761.28
4510 - Fireworks Expense/Skydiving Expenses					\$0.00
09/07/2021	AP	INV: Frontier Days 2021 Ogden Skydiving Center - Skydiving for rodeo	1,800.00		1,800.00
			\$1,800.00		\$1,800.00
4515.1 - Concession food & supplies					\$0.00
08/04/2021	AP	INV: 385686487 Sysco Intermountain - Concession food and supplies	1,185.20		1,185.20
09/08/2021	AP	INV: 385686488,385686487,385692078,385690757,385692077,18538474P,1853 Sysco Intermountain - Concessions 2021	755.30		1,940.50
09/09/2021	AP	INV: Concessions 2021 Murphy, Robert - Money Bob spent on concessions 2021	2,777.68		4,718.18
10/04/2021	AP	INV: August Invoices Sysco Intermountain - Food for Concessions	2,061.19		6,779.37
10/04/2021	AP	INV: 9/30/2021 Utah State Division of Finance - Series 2015 Loan No 000197.	220,000.00		226,779.37
10/14/2021	AP	INV: 385717372,385736423,385763662 Sysco Intermountain - Concession food & supplies	1,079.23		227,858.60
11/01/2021	AP	INV: P-6199 Kamas Foodtown - Concession food and supplies	782.59		228,641.19
11/01/2021	AP	INV: 2037268 Summit County 3 Mile Landfill - Fridge disposal	36.00		228,677.19
10/04/2021	AP	VOID INV: 9/30/2021 Utah State Division of Finance - Series 2015 Loan No 000197.		220,000.00	8,677.19
			\$228,677.19	(\$220,000.00)	\$8,677.19
4525 - Rodeo contract,expenses & added money					\$0.00
08/10/2021	AP	INV: Bankcard July 2021 Bankcard Center - Buckles	611.96		611.96
09/06/2021	AP	INV: 2021 Frontier Days Circle J Rodeo - 2021 Frontier Days	14,800.00		15,411.96
09/08/2021	AP	INV: 2021 Frontier Days Brent Kelly - Announcer 2021 Frontier Days	700.00		16,111.96
10/04/2021	AP	INV: 13246 ACME Thread Ware - Embrodier jackets for winners	362.50		16,474.46
			\$16,474.46		\$16,474.46
4526.2 - Horse Games					\$0.00
10/04/2021	AP	INV: 0864 Kamas Valley CO-OP - Horse game supplies	146.80		146.80
			\$146.80		\$146.80
4526.3 - Jr. Rodeo/Kids Activities					\$0.00
10/14/2021	AP	INV: Sept. billing Bankcard Center - Bounce Houses & TV Screen	645.00		645.00
			\$645.00		\$645.00
4530 - Vendor Booths - expenses					\$0.00
10/04/2021	AP	INV: 4062609, 1021065 Home Depot Credit Services - Tents	312.19		312.19
			\$312.19		\$312.19
4531.1 - Hometown Competition Payouts					\$0.00
09/07/2021	AP	INV: Rescue Relay Winner Moore, Shelby - Rescue Relay Winner Sat.	140.00		140.00
			\$140.00		\$140.00
4545 - Sponser Expenses					\$0.00
08/10/2021	AP	INV: 128432 Sugar House Awning - Banner	121.59		121.59
09/07/2021	AP	INV: 34883 Sunrise Press LLC - Sponsor Banners	578.00		699.59
09/24/2021	PR	Reimbursement - pictures, thank yous, mileage - Henneuse, Katie	124.15		823.74
			\$823.74		\$823.74



**Francis City**  
**General Ledger for Frontier Days - 07/01/2021 to 06/30/2022**

Account		Description	Debit	Credit	Balance
Date	Code				
4560.3 - Entertainment					\$0.00
09/02/2021	AP	INV: Frontier Days concert Red Cliffs Press - Brenn Hill Concert	3,000.00		3,000.00
09/07/2021	AP	INV: 9-22-2021 Bankcard Center - Plan It Rentals	50.00		3,050.00
			\$3,050.00		\$3,050.00
4566 - Dumpsters expenses					\$0.00
10/04/2021	AP	INV: 0864-001635662 Republic Services #864 - Frontier Days Garbage Pick Up	923.28		923.28
			\$923.28		\$923.28
4568 - Porta-Potties expenses					\$0.00
10/04/2021	AP	INV: 0552307650 Honey Bucket - Port a poties	777.00		777.00
			\$777.00		\$777.00
4569 - Sound system expenses					\$0.00
09/07/2021	AP	INV: 3233 Atkinson Sound - Sound service for Frontier Days Celebration 2021	3,000.00		3,000.00
			\$3,000.00		\$3,000.00
Report Total:					\$0.00





## CIRCLE T RANCHES SUBDIVISION DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (the "Agreement") is entered into as of this 27<sup>th</sup> day of December, 2017, by and between Terracom Development, LLC (hereinafter called "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 Ranch 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. Developer has a legal interest in certain real property located in the City as described in Exhibit A attached hereto (the "Property").

C. Developer intends to develop the real property described in Exhibit A as a 95-lot residential subdivision commonly known as Circle T Ranch. The 95 lots are those listed in Exhibit A. It includes the restricted lots. It does not include the non-buildable open space lots.

D. 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. 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 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, which 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 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. All fees, including outstanding fees for prior plan checks (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 a total of 95 net acre feet of water as measured in the City’s well 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.

(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 dedicate to the City 30 feet of land along the entire length of the northern edge of the Project at 1700 South for public road, and to construct thereon a swale, a trail, and 21 feet of pavement pursuant to the City’s road profile and as directed by the City Engineer.

(b) Developer agrees to construct and dedicate to the City a road at 1700 South from SR 32 to Herder Lane at the northwest entrance to the Project, pursuant to City standards and as directed by the City Engineer. Developer must cause to be deeded to the City, prior to the recording of the plat, the rights-of-way necessary to construct and operate this section of road. Developer must obtain written approval from UDOT and from the South Kamas and Washington Irrigation Companies for the design and configuration of this section of road.

(c) Developer agrees to obtain written approval from UDOT for all access to, and intersections with, state highways 32 and 35.

(d) Developer agrees to install a public water line 10 inches in diameter along the northern boundary of the Project in the new 1700 South road from SR 32 to Herder Lane and through Uinta Shadows to Fieldhand Lane, and to stub the water line within the Project on Oakie Lane to the new 1700 South and to the end of Buckaroo Lane.

(e) Developer will construct an asphalt trail, pursuant to City standards, along one side of all roads in the Project.

(f) Developer will construct a road base trail along the entire northern edge of the Project pursuant to City standards and as directed by the City Engineer.

(g) Developer will reserve a temporary turnaround easement on Lots 133 and 134 at the east end of Buckaroo Lane pursuant to City standards and as directed by the City Engineer. When and if a public road is extended from that point to the east, the easement will expire and the property will revert to the lot owners.

(h) 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.

(i) 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.

**(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 City to review the Covenants, Conditions and Restrictions prior to recording, but 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 will not be allowed to access the lots from 1700 South. The recorded plat must include a note containing this restriction. Developer will construct a landscape buffer to be approved by the City Engineer along the north side of these lots to prevent such access.

(6) **Open Space Conservation Parcel.** Runaway Ranch LLC (or the record title owner at the time the plat is recorded), and its successors and assigns, will designate, maintain and preserve in perpetuity, a 1.86 acre open space conservation parcel in the project on land regulated as wetlands by the U.S. Army Corps of Engineers. All requirements of the Army Corps of Engineers 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 deeds transferring title to the parcel.

(7) **Lots 142 and 143.** Lots 142 and 143 are designated as unbuildable due to wetlands restrictions imposed by the Army Corps 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.

(8) **Piped Water.** Developer will construct a piping system to carry water from the conservation parcel, and the property and springs thereon and to the south thereof, through the Project and exiting the Project to the northwest. The maintenance of the pipe system will be the responsibility of the Project's homeowner's association.

(9) **Eastern Ditch.** Developer 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 given to the City prior to recording the plat. If the Irrigation Company does not require the ditch relocation, the City will not require this ditch to be relocated.

(10) **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) prior to recording a plat for the Project, including but not limited to payment of the annexation fee referenced therein, which fee is 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.

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

(12) **Warranty:** Consistent with City standards, Developer will provide a two-year warranty for the operation of all improvements.

(13) **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.

(14) **Army Corps of Engineers.** Developer agrees to provide to the City, prior to recording any plat for the Project, all documents pertaining to U.S. 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 142 and 143. Presently proposed Phase 1 does not contain any wetland designations, the report must be submitted prior to subsequent phases.

### **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 zoning 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 of the Developer under this agreement may be transferred or assigned only 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 propely 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, Utah 84124

If to Developer:

Terracom Development, LLC  
Attn: Andy Ball

9829 S. 1300 E.  
Sandy, UT

### Section 12. ENTIRE AGREEMENT, COUNTERPARTS AND EXHIBITS

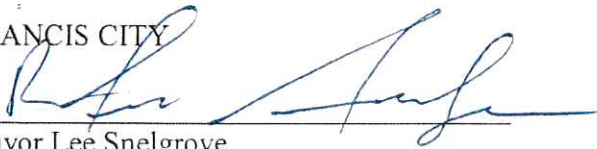
Unless otherwise noted herein, this Agreement, including its Exhibits, is the final and exclusive understanding and agreement of the Parties and supersedes all negotiations or previous agreements between the Parties with respect to all or any part of the subject matter hereof. All waivers of the provisions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

### Section 13. RECORDATION OF DEVELOPMENT AGREEMENT

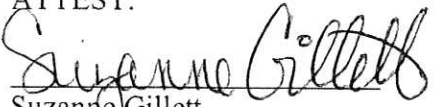
No later than ten (10) days after the City enters into this Agreement, the City Recorder shall cause to be recorded, at Developer's expense, an executed copy of this Agreement in the Official Records of the County of Summit.

**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.

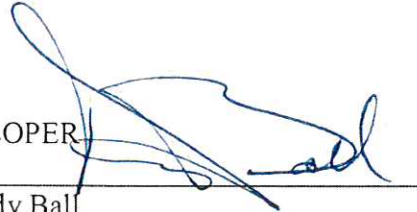
FRANCIS CITY

  
\_\_\_\_\_  
Mayor Lee Snelgrove

ATTEST:

  
\_\_\_\_\_  
Suzanne Gillett  
City Recorder

DEVELOPER

  
\_\_\_\_\_  
By: Andy Ball

Title: Developer



### CITY ACKNOWLEDGMENT

STATE OF UTAH )  
 )  
COUNTY OF Summit )  
 )  
:ss.

On the 27<sup>th</sup> day of December, 2017, personally appeared before me Lee Snelgrove, 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.



My Commission Expires:

Suzanne M. Gillett  
NOTARY PUBLIC

Residing at: Francis, Utah

### DEVELOPER ACKNOWLEDGMENT

STATE OF UTAH )  
 )  
COUNTY OF Summit )  
 )  
:ss.

On the 27<sup>th</sup> day of December, 2017, personally appeared before me Andy Bull, who being duly sworn, did say that he/she is the Developer of Circle T Ranches, who duly acknowledged to me that he/she executed the same on behalf of said company.



My Commission Expires:

Suzanne M. Gillett  
NOTARY PUBLIC

Residing at: Francis, Utah

## **CIRCLE T RANCHES PHASE 1 SUBDIVISION DEVELOPMENT AGREEMENT**

**THIS DEVELOPMENT AGREEMENT** (the "Agreement") is entered into as of this \_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_ (hereinafter called "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 Ranch 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 didn't meet its obligations and Phase 1 of Circle T Ranches was acquired by a bank holding the security interest Phase 1 of the Property.

D. The Developer acquired only what is now referred to as Phase 1 of the Property following the foreclosure from the previous owner.

E. In order to develop Phase 1, the Parties are entering into a new Development Agreement to properly address the requests of The City.

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 real property described in Exhibit A as a 37-lot residential subdivision commonly known as Phase 1 of Circle T Ranch. The 37 - lots are those listed in Exhibit A. It includes the restricted lots. It does not include the non-buildable open space lots.

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. 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 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, which 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 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 already accrued 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. All fees, including outstanding fees for prior plan checks (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 an adequate number of shares in either South Kamas and/or Washington Irrigation Companies totaling 37-net acre feet of water as measured in the City's well 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.

(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 road at 1700 South from SR 32 to Filed Hand Lane at the northwest entrance to the Project, 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 road. Developer must obtain written approval from UDOT and from the South Kamas and Washington Irrigation Companies



for the design and configuration of this section of road.

(b) Developer agrees to obtain written approval from UDOT for all access to, and intersections with, state highway 32.

(c) Developer agrees to install a public water line 10 inches in diameter along the northern boundary of the Project in the new 1700 South road from SR 32 to Field Hand Lane and through Uinta Shadows Plat A Subdivision to Fieldhand Lane, and to stub the water line within the Project at the points meeting Phase 2.

(d) Developer will construct an asphalt trail, pursuant to City standards, along one side of all roads in Phase 1. These include along Field Hand Lane, Cricle T Ranch Road (through its Phase 1 portion,) Rancher Circle, Gallop Circle, Kirkham Lane, and Prairie Loop (through its portion of Phase 1.)

(e) Developer will construct a road base trail along the north edge of the Project pursuant to City standards, running east/west from Highway 32 to Field Hand Lane.

(f) 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.

(g) 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.

(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 City to review the Covenants, Conditions and Restrictions prior to recording, but 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.) Developer will construct a landscape buffer along the north side of these lots to prevent such access. A note will be included on the Plat stating this as well.

(6) **Piped Water.** Developer will construct a piping system to carry water from the conservation parcel, and the property and springs thereon and to the south thereof, through the Project and exiting the Project to the northwest. The maintenance of the pipe system will be the responsibility of the Project's homeowner's association.

(7) **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) prior to recording a plat for the Project, including but not limited to payment of the Phase 1 annexation fees referenced therein, which fee is 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. See exhibit B for the changes to verbiage in the Annexation Agreement.

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

(9) **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 completed.

(10) **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.

### 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 zoning 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 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 sixty (60) 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 of the Developer under this agreement may be transferred or assigned only 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, Utah 84124

If to Developer:

Logan Page

7578 S Riverwood Dr

Cottonwood Heights, Utah 84093

**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 Wasatch.

**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

---

Mayor Byron Ames

ATTEST

---

Suzanne Gillette City Recorder

DEVELOPER

---

By: Logan Page



**CITY ACKNOWLEDGMENT**

STATE OF UTAH )

:SS.

COUNTY OF \_\_\_\_\_ )

On the \_\_\_\_\_ day of \_\_\_\_\_, 2021, personally appeared before me, \_\_\_\_\_, 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

My Commission Expires:

Residing at:\_\_\_\_\_

**DEVELOPER ACKNOWLEDGMENT**

STATE OF UTAH )

:SS.

COUNTY OF \_\_\_\_\_ )

On the \_\_\_\_\_ day of \_\_\_\_\_, 2021, personally appeared before me, \_\_\_\_\_, who being by me duly sworn, did say that he/she is the \_\_\_\_\_ of \_\_\_\_\_, who duly acknowledge to me that he/she executed the same on behalf of said company.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:

Residing at:\_\_\_\_\_

Exhibit B

AMENDMENT 1

ANNEXATION AGREEMENT  
FOR THE  
RUNAWAY RANCHES ANNEXATION  
FRANCIS TOWN, UTAH

The above referenced Annexation Agreement shall be amended. Below are the amendments to take place.

Page 8. 4. g. shall be changed to read as follows,

As a material term of Town granting annexation which is the subject of this Agreement, Developers will pay to the Town an annexation fee in the amount of \$606,541.80. *This fee is to be broken into parts based on lot count in the individual phases of the developed. Phase 1 consists of 37 lots and will pay \$236,230.94 in annexation fees. The entire Phase 1 portion of the annexation fee will be paid prior to the time of any development plat containing lots or units within Phase 1 of the Annexation Property is recorded. Phase 2 consists of 51 lots and will pay \$325,615.62 in annexation fees. The entire Phase 2 portion of the annexation fee will be paid prior to the time of any development plat containing lots or units within Phase 2 of the Annexation Property is recorded. Phase 3 consists of 7 lots and will pay \$44,692.34. The entire Phase 3 portion of the annexation fee will be paid prior to the time of any development plat containing lots or units within Phase 3 of the Annexation Property is recorded.* Developers acknowledge that this fee is reasonable and is agreed to freely and will be paid freely by Developers to Town as consideration for annexation of the Annexation Property. Developers hereby waive any right to contest payment of fee, and covenant not to so contest. Developers also waive any right to contest the Town's use of fee once funds are paid to and collected by the Town, and covenant not to so contest.