



Staff Report

To: Francis City Planning Commission
From: Katie Henneuse
Report Date: November 9th, 2021
Meeting Date: November 10th, 2021
Title: Hidden Meadow Ranches
Type of Item: Annexation Agreement Review

Executive Summary:

On October 28th, 2021, the City Council approved an annexation known as Hidden Meadow Ranches. The conditions of approval are to be formalized by an annexation agreement. The annexation agreement must be reviewed by the Planning Commission and approved by the City Council. Within 30 days of approving annexation, the City must file annexation documents with the Lieutenant Governor, who will then issue a certificate of annexation. See City Code section 17.10, Annexation Policy Plan.

The motion to approve the annexation and set certain terms for the annexation agreement is as follows:

Councilmember Cox moves to approve the Annexation and pass Ordinance 2021-18, An Ordinance of the Francis City Council approving an Annexation with Hidden Meadow for the Hidden Meadow Annexation Development. With the conditions as outlined in the staff report. First that the Annexation is not effective until the Annexation Agreement is executed by both the City and the developer. The Annexation Agreement should limit the number of allowed housing units to 102 single family homes and 48 townhomes. It should require approximately 80% open space; it should limit the development to the elevations as represented on the concept plan and that the concept plan should be an exhibit to the Annexation Agreement. The developer should be required to build a trail head and a public multi-use non-motorized trail dedicated to some public entity which will be decided in the very near future for maintenance that then connects to the Rocky Top Trail. The developer will provide a wildlife impact study prior to preliminary plan approval. The developer dedicates well and tank site to Francis. A Wetland study be performed and a letter of approval from the Army Corp. of Engineers submitted prior to preliminary plan approval.

Staff Recommendation:

Review the annexation agreement and suggest revisions as needed.

Community Review:

A public hearing is not required for this item.

**ANNEXATION AGREEMENT
FOR THE
HIDDEN MEADOWS RANCHES SUBDIVISION ANNEXATION
FRANCIS CITY, UTAH**

This Agreement is made and entered into by and between FRANCIS CITY, a political subdivision of the State of Utah, hereinafter referred to as “City,” and Hidden Meadows Ranches Utah, LLC, a Utah limited liability company, hereinafter referred to as “Developer,” for Developer and for Developer’s real property successors and assigns, Developer being the signer of the Annexation Petition filed with the County on April 5, 2021, and the owner of the parcels of land located in Summit County, Utah bearing Summit County tax identification numbers CD-2000-6, CD-2000-A, CD-2065-2067-C, CD-2065-A, CD-2657-X, CE-1, CD-3-A, CE-2-AM, CD-3, FR-2 and FR-3 (hereinafter referred to as “the Development Parcels,” legal descriptions of which are attached hereto as “Exhibit A”).

RECITALS

- A. Francis City, acting pursuant to its authority under Utah Code Annotated (UCA) 10-9a-101 *et seq.*, and UCA 10-2-401 *et seq.* in furtherance of its land use policies, goals, objectives, ordinances, resolutions, and regulations has made certain determinations with respect to the proposed annexation and, in the exercise of its legislative discretion, has elected to enter into this Agreement.
- B. Developer is the owner or owners’ agent of certain real property described on “Exhibit B” attached hereto and incorporated herein by reference, which property is proposed for annexation to Francis City and is hereinafter referred to as “the Annexation Property”.
- C. The Annexation Property, once annexed into Francis City, will be subject to the Francis City Land Use Code and other City ordinances unless otherwise approved by City of Francis. Developer and the City desire to allow Developer and others to make improvements to the Annexation Property.
- D. The improvements and changes to be made to the Annexation Property shall be consistent with the current ordinances and standards of the City of Francis, unless otherwise approved by City of Francis, any future changes to ordinances and standards of the City of Francis, and the City of Francis General Plan.
- E. Developer and the City acknowledge and agree that the development and improvement of the Annexation Property pursuant to this Agreement will result in planning and economic benefits to the City and its residents, and will provide certainty useful to the Annexation Property and the City in ongoing future communications and relations with the community.

F. The City's governing body has authorized execution of this Agreement by Resolution No. 2021-11, to which this Agreement is attached as "Exhibit C" and incorporated herein by reference.

G. The size of this Annexation requires significant investment to City infrastructure, in order to meet the additional demand on public utilities, contributions from the Developer are necessary.

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

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

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

II. **Conditions Precedent.** The City and Developer agree, understand and acknowledge that this Agreement is for the annexation of the Development Parcels within the Annexation Property. Further, the City and Developer agree and understand that this Agreement shall be a covenant running with the Development Parcels and shall bind any future owners, heirs, or assigns.

III. **Permitted Uses of Property.** The permitted uses for the Development Parcels and the Annexation Property shall be those uses specifically listed in the Land Use Code of Francis City, as may from time to time be amended.

IV. **Term.** This Agreement shall be effective as of the date of annexation of the Annexation Property into Francis City and shall continue in full force and effect from that time on.

V. **General Provisions.**

A. **Headings.** The descriptive headings of the paragraphs of this Agreement are inserted for convenience only, and shall not control or affect the meaning or construction of any provision of this Agreement.

B. **Authority.** The parties to this Agreement represent to each other that they have full power and authority to enter into this Agreement, and that all necessary actions have been taken to give full force and effect to this Agreement. Developer represents and warrants that each party is fully formed and validly existing under the Laws of the State of Utah, and that each party is duly qualified to do business in the State of Utah and each is in good standing under applicable state laws. The Developer and the City warrant to each other that the individuals executing this Agreement on behalf of their respective parties are authorized and empowered to bind the parties on whose behalf each individual is signing. Developer represents to the City that by entering into this Agreement, Developer has bound

themselves, the Development Parcels, and all persons and entities having any current or future legal or equitable interest in the Development Parcels, to the terms of the Agreement.

C. Entire Agreement. This Agreement, including exhibits, constitutes the entire agreement between the parties, except as supplemented by Francis City ordinances, policies, procedures and plans.

D. Amendment of this Agreement. This Agreement may be amended in whole or in part by the mutual written consent of the parties to this Agreement or by their successors in interest or assigns. Any such amendment of this agreement shall be recorded in the official records of the Summit County Recorder's Office.

E. Severability. If any of the provisions of this agreement are declared void or unenforceable, such provision shall be severed from this Agreement, which shall otherwise remain in full force and effect.

F. Governing Law. The laws of the State of Utah shall govern the interpretation and enforcement of this Agreement. The parties agree that the venue for any action commenced in connection with this Agreement shall be proper only in a court of competent jurisdiction located in Summit County, Utah, and the parties hereby waive any right to object to such venue.

G. Remedies. If any party to this agreement breaches any provision of this Agreement, the non-defaulting party shall be entitled to all remedies available both at law and in equity.

H. Attorney's Fees and Costs. If any party brings legal action either because of a breach of the Agreement or to enforce a provision of the Agreement, no party shall be entitled to an award of its attorney fees by virtue of this Agreement.

I. Binding Effect. The benefits and burdens of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors in interest and assigns, including all successive owners of the Development Parcels. This Agreement shall be incorporated by reference in any instrument purporting to convey an interest in the Development Parcels. The terms of this Agreement shall be binding upon all present and future owners of the Development Parcels and shall be appurtenant to, and shall run with, said land.

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

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

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

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

VII. Annexation. The City, pursuant to the Petition filed by the requisite number of land owners and land area within the area proposed for annexation, and in accordance with the authority granted by statute, agrees to adopt an ordinance of annexation and thereby to annex into the City the area described on Exhibit B attached hereto and incorporated herein by reference, consisting of Tax Parcels Nos. CD-2000-6, CD-2000-A, CD-2065-2067-C, CD-2065-A, CD-2657-X, CE-1, CD-3-A, CE-2-AM, CD-3, FR-2 and FR-3. The area to be annexed and the annexation shall be subject to the terms and conditions of this Agreement as well as the annexation laws and other laws of the City and of the State of Utah. The area to be annexed is part of the unincorporated area of Summit County, State of Utah. It is further agreed that this proposed annexation meets all requirements of State law in that:

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

VIII. General Character of the Land to be Annexed.

- A. Description of Land: The Annexation Property consists of approximately 579.54 acres of land. The area proposed for annexation is located adjacent to the current northern and western boundary of Francis City.
- B. Municipal Services Required: The Annexation Property will require municipal services from the City, to be provided pursuant to City ordinances and the provisions of this Agreement.
- C. Development Parcels to be Zoned AG-2 Conservation Subdivision and must comply with recently adopted City of Francis Conservation Subdivision Ordinance.

IX. Conditions of Annexation.

A. Developer' Obligations: As material terms of this Agreement and as conditions of Francis City annexing the Development Parcels and the Annexation Property, Developer, for themselves and their real property successors and assigns with respect to the Development Parcels, agree to the following:

1. Water

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

b. At the time of commencement of development, Developer (or Developer' affiliate(s), as applicable) will supply and dedicate sufficient water rights to the Development Parcels, pursuant to all City ordinances and policies and applicable State law, to provide for (i) culinary water in all constructed residences within the Development Parcels (as and when the same are constructed); and (ii) the irrigation of all land (pursuant to minimum required standard of non-agricultural use property), as necessary, within the Development Parcels.

c. Developer agrees to provide a well site parcel within the Development Parcels. Location of the well site parcel to be mutually agreed upon between the City and Developer.

d. Developer agrees to provide a parcel for the installation of a City Water Tank. Location of, and access to the parcel to be mutually agreed upon between the City and Developer.

e. Developer agrees to provide a parcel for the installation of an irrigation reservoir and well and connect to and expand the pressurized irrigation system in the nearby Hart Ranch Subdivision. Location of, and access to the parcel to be mutually agreed upon between the City and Developer;

f. Developer agrees to complete the steps described in Section IX(A)(1) prior to or concurrently with receiving final construction inspection approval for any infrastructure to be installed in any subdivision on the Development Parcels.

2. Streets

a. All required street improvements and trails and/or sidewalks within the Development Parcels as mutually agreed upon will be constructed at Developer' expense.

b. All street improvements within the Development Parcels shall conform to Francis City standards, and be approved by the City.

c. Trails and /or sidewalks within the Development Parcels shall conform to Francis City standards and be approved by the City.

- i. 4 miles of public non-motorized trails connecting to Rocky Top Trail – the trail route shall be approved by the South Summit Trails Foundation.
 - ii. Parking at trailhead of at least 0.2 acres. The area shall be suitable for all weather parking of motor vehicles, but is not required to be paved.
 - d. All street connections to County roads will meet both City and County road standards.
 - e. Developer will perform a traffic study. The Developer will remedy any deficiencies outlined in the traffic study.
- 3. **Sewer** In order to conduct development on the Development Parcels, Developer shall install any necessary facilities, both onsite and offsite, to connect the Development Parcels, and any lots or units contained thereon, to the Francis City sewer system, at Developer’ own expense.
- 4. **Affordable Housing** Developer shall conform to the Conservation Subdivision affordable housing requirements outlined in Francis City Code.
- 5. **Additional Requirements Applicable to Developer**
 - a. Prior to obtaining approval for any project located on the Development Parcels, Developer shall submit and obtain City approval of a plan to provide for safe and adequate storm water drainage at Developer’ expense, throughout the Development Parcels.
 - b. Developer will pay to the City an annexation fee of \$8,000 per lot for every lot in any subdivision on the Development Parcels in order to help offset the City’s costs of providing services and infrastructure to the Annexation Property and for other City purposes. This fee to be paid in two installments. The first payment due at time of Annexation Agreement recordation with Summit County and the second installment at time of Master Plan approval or one year from the date of this Agreement, whichever is sooner. The parties may mutually agree to extend the one-year date in writing.
 - c. Developer will submit a conforming application for a conservation subdivision on the Development Parcels. It is anticipated that approximately 80% of the development area will be placed in an agricultural conservation easement. Within the confines of the Development Parcels, the subdivision will consist of no more than 150 (one hundred fifty) lots (48 town homes and 102 single family homes) on approximately 477.83 acres, as shown on the concept plans submitted to the City for review during the annexation process. See “Exhibit D”. Development approval of the proposed project will be governed by all standard City ordinances and policies, unless explicitly modified by this Agreement.
 - d. Developer and Developer’ successors and assigns agree to pay the City for the City’s costs incurred in creating this Annexation Agreement and in reviewing and processing the Annexation Petition and any application(s) for development on the Development Parcels, including but

not limited to reasonable legal and engineering fees. These costs will be paid pursuant to the escrow account procedures and other procedures set forth in City ordinances and policies.

e. Nothing herein shall be construed to relieve Developer of the standard obligations to also pay application fees, impact fees, connection fees, and other City fees and charges, at the time of permit application or pulling permits, in the ordinary course, as part of the development process, as set forth in the existing City fee schedule. These costs will be paid pursuant to the escrow account procedures and other procedures set forth in City ordinances and policies.

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

B. City's Obligations. As consideration for this Agreement and as consideration for Developer' agreements contained herein, and in order to provide municipal services to the Hidden Meadows Ranches Subdivision ("Hidden Meadows") Annexation, the City will:

1. Annex approximately 579.54 acres known as the Hidden Meadows Annexation into the City.
2. Zone the Annexation Parcels as/into AG-2 Conservation Subdivision (Agricultural Two Acre Zone)
3. Receive, review and consider approval of a subdivision on the Development Parcels in accordance with City zoning restrictions.
4. Once the subdivision is approved, provide municipal services to the Development Parcels within the Hidden Meadows Annexation, in accordance with City standards.

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

IN WITNESS WHEREOF, the parties have executed this Agreement this _____ day of _____, 2021.

CITY OF FRANCIS
a Utah Municipal Corporation

ATTEST:

By (signature): _____
Suzanne Gillett
City Recorder

By(signature): _____
Byron Ames
Mayor

Seal:

APPROVED AS TO FORM:

City Attorney

The terms of this Annexation Agreement are agreed to by:

a Utah

By: _____
Name: _____
Its: _____

By: _____
Name: _____
Its: _____

STATE OF UTAH)
) ss.
County of Summit)

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

NOTARY PUBLIC

Exhibit "A"

Development Parcels Legal Descriptions

Parcel Nos. CD-2000-6, CD-2000-A, CD-2065-2067-C, CD-2065-A, CD-2657-X, CE-1, CD-3-A, CE-2-AM, CD-3, FR-2 and FR-3

Exhibit "B"
Annexation Boundary Description

ANNEXATION BOUNDARY DESCRIPTION

BEGINNING N00°12'24"W 12.26 FEET FROM THE NORTHEAST CORNER OF SECTION 30, TOWNSHIP 2 SOUTH, RANGE 6 EAST, SALT LAKE BASE AND MERIDIAN; THENCE S 00°12'24"E 1409.35 FEET ALONG THE SECTION LINE AND CURRENT FRANCIS TOWN BOUNDARY PER HART RANCH ANNEXATION AS ENTRY #9972; THENCE ALONG THE NORTH LINE OF LOT 4 AND THE WESTERLY BOUNDARY OF THE FRANCIS ACRES SUBDIVISION PLAT A SUBDIVISION AND THE WESTERLY LINE OF PARCELS CE-2062, CE-2062-A, CE-2062-B, & CD-2063-A THE FOLLOWING FOUR COURSES: (1) S89°45'19"W 1088.06 FEET; (2) S 08°45'32"W 550.59 FEET; (3) S01°48'14"E 1302.25 FEET; (4) S01°25'22"E 654.68 FEET; THENCE ALONG THE EASTERLY BOUNDARY LINE OF PARCEL CD-2057-X THE FOLLOWING THREE COURSES: (1) S49°46'00"E 394.20 FEET; (2) S40°11'00"W 834.50 FEET; (3) S09°49'00"W 547.88 FEET TO A POINT ON THE SECTION LINE; THENCE ALONG THE SECTION LINE S89°23'46"W 702.58 FEET TO A POINT ON THE WASATCH/SUMMIT COUNTY LINE; THENCE ALONG SAID COUNTY LINE THE FOLLOWING EIGHT COURSES: (1) N41°18'00"W 923.84 FEET; (2) N36°24'00" W 1206.40 FEET; (3) N44°16'30"W 823.10 FEET; (4) N73°27'30"W 779.20 FEET; (5) N68°00'00"W 1826.10 FEET; (6) N44°03'00"W 954.10 FEET; (7) N69°29'00"W 1778.00 FEET; (8) N82°12'00"W 497.74 FEET TO A POINT ON THE EASTERLY BOUNDARY LINE OF PARCEL CD-2000-X; THENCE ALONG SAID LINE N01°34'18"W 752.83 FEET TO A POINT ON THE SECTION LINE; THENCE ALONG THE SECTION LINE N89°45'34"E 3983.06 FEET TO A FOUND SUMMIT COUNTY MONUMENT REPRESENTING THE NORTHWEST CORNER OF SECTION 30, TOWNSHIP 2 SOUTH, RANGE 6 EAST, SALT LAKE BASE AND MERIDIAN; THENCE ALONG THE SECTION LINE S89°57'11"E 1332.14 FEET TO THE SOUTHERLY PROPERTY CORNER OF WEBSTER ESTATES PLAT A SUBDIVISION; THENCE ALONG SAID SUBDIVISION THE FOLLOWING TWO COURSES: (1) N62°05'33"E 1001.53 FEET; (2) N11°09'41"E 149.42 FEET EXTENDING TO A POINT ON THE SOUTHERLY BOUNDARY LINE OF THE WEBSTER ESTATES PLAT B SUBDIVISION, SAID POINT ALSO BEING THE NORTHERLY RIGHT-OF-WAY LINE OF LAMBERT LANE; THENCE ALONG SAID WEBSTER ESTATES PLAT B SUBDIVISION THE FOLLOWING 2 COURSES: (1) S68°37'22"E 178.90 FEET; (2) S61°07'20"E 284.26 FEET; THENCE LEAVING SAID SUBDIVISION ALONG THE APPARENT RIGHT-OF-WAY LINE OF LAMBERT LANE THE FOLLOWING SIX COURSES: (1) S46°46'32"E 82.91 FEET; (2) S44°09'41"E 385.70 TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 150 FEET; (3) 108.07 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 41°16'44", WITH A CHORD BEARING AND DISTANCE OF S64°48'03"E 105.75 FEET; (4) S85°26'25"E 65.50 FEET; (5) N86°42'43"E 151.90 FEET; (6) N89°41'44"E 2039.35 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINS 579.54 ACRES, MORE OR LESS

Exhibit "C"
Francis City Resolution Number 2021-11

Exhibit "D"
Hidden Meadows Ranches Subdivision Concept Plan

Hi everyone,

Thank you for putting this together and for the opportunity to comment.

I just had a few edits in the attached based on prior conversations with Rusty. I have not had a chance to run these changes by him, but since the planning commission is meeting soon, I thought it best to provide you with my edits and copy Rusty so that he can chime in if needed. He may have different or additional thoughts.

Are there any specific trail construction criteria that we can cite for paragraph 2.c.i? As the land use authority, we believe the City should accept the trails rather than the South Summit Trails Foundation, although we can certainly coordinate with them. To avoid any potential confusion, it would be good to have some specific standards that we could build to when constructing the trails.

Please let me know if you have any questions.

Nathan Bracken

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FOR THE
HIDDEN MEADOWS RANCHES SUBDIVISION ANNEXATION
FRANCIS CITY, UTAH**

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~~B.C.~~ Developer desires to develop approximately 20% of the Annexation Property to include no more than 150 (one hundred fifty) lots, consisting of 48 (forty-eight) town homes and 102 (one hundred two 102) single family homes (collectively, the “Development”), and place approximately 80% of the Annexation Property in an agricultural conservation easement to remain as open space.

~~C.D.~~ The Annexation Property, once annexed into Francis the City, will be subject to the Francis City Land Use Code and other City ordinances unless otherwise approved by City of Francis. Developer and the City desire to allow Developer and others to make improvements to the Annexation Property.

~~D.E.~~ The improvements and changes to be made to the Annexation Property shall be consistent with the current ordinances and standards of the City of Francis, unless otherwise approved by City of Francis, any future changes to ordinances and standards of the City of Francis, and the City of Francis General Plan.

E-F. Developer and the City acknowledge and agree that the Development and improvement of the Annexation Property pursuant to this Agreement will result in planning and economic benefits to the City and its residents, and will provide certainty useful to the Annexation Property and the City in ongoing future communications and relations with the community.

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D. Amendment of this Agreement. This Agreement may be amended in whole or in part by the mutual written consent of the parties to this Agreement or by their successors in interest or assigns. Any such amendment of this agreement shall be recorded in the official records of the Summit County Recorder's Office.

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B. Within Expansion Area: The area to be annexed is within the area identified by the City in its annexation policy plan for possible annexation into the City.

C. Not Within Another City: The area to be annexed is not included within the boundaries of any other incorporated municipality.

D. No Pending Incorporation: There are no pending petitions to incorporate the area to be annexed.

E. No Unincorporated Islands or Peninsulas: The annexation of this area will not leave or create any islands ~~or peninsulas~~ of unincorporated territory as defined in Utah Code.

~~F.~~ The annexation of this area will leave a peninsula of unincorporated territory but satisfies the requirements of Utah Code § 10-2-402(1)(b)(iii)(B).

~~F-G.~~ Petition Was Proper: A petition for annexation of this property meeting all requirements of Utah Code was properly filed with the City.

VIII. General Character of the Land to be Annexed.

A. Description of Land: The Annexation Property consists of approximately 579.54 acres of land. The area proposed for annexation is located adjacent to the current northern and western boundary of Francis City.

B. Municipal Services Required: The Annexation Property will require municipal services from the City, to be provided pursuant to City ordinances and the provisions of this Agreement.

C. Development Parcels to be Zoned AG-2 Conservation Subdivision and must comply with recently adopted City of Francis Conservation Subdivision Ordinance.

IX. Conditions of Annexation.

A. Developer' Obligations: As material terms of this Agreement and as conditions of Francis City annexing the Development Parcels and the Annexation Property, Developer, for themselves and their real property successors and assigns with respect to the Development Parcels, agree to the following:

1. Water

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

b. At the time of commencement of development, Developer (or Developer' affiliate(s), as applicable) will supply and dedicate sufficient water rights to the Development Parcels, pursuant to all City ordinances and policies and applicable State law, to provide for (i) culinary water in all constructed residences within the Development Parcels (as and when the same are constructed); and (ii) the irrigation of all land (pursuant to minimum required standard of non-agricultural use property), as necessary, within the Development Parcels.

c. Developer agrees to provide a well site parcel ("Well Site") within the Development Parcels. Location of the ~~well site parcel~~ Well Site to be mutually agreed upon between the City and Developer.

d. Developer agrees to provide a parcel for the installation of a City water tank ("Water Tank"). Location of, and access to the parcel to be mutually agreed upon between the City and Developer.

e. To supply secondary irrigation water to the Development, Developer agrees to provide a parcel for the installation of an irrigation reservoir and well ~~and that will~~ connect to and expand the pressurized irrigation system in the nearby Hart Ranch Subdivision. Location of, and access to the parcel to be mutually agreed upon between the City and Developer;

f. Developer agrees to complete the steps described in Section IX(A)(1) prior to or concurrently with receiving final construction

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inspection approval for any infrastructure to be installed in any subdivision on the Development Parcels.

2. **Streets**
 - a. All required street improvements and trails and/or sidewalks within the Development Parcels as mutually agreed upon will be constructed at Developer' expense.
 - b. All street improvements within the Development Parcels shall conform to Francis City standards, and be approved by the City.
 - c. Trails and /or sidewalks within the Development Parcels shall conform to Francis City standards and be approved by the City.
 - i. 4 miles of public non-motorized trails connecting to Rocky Top Trail – the trail route shall be of hard-packed dirt and shall conform to standards as be approved by the City-South Summit Trails Foundation.
 - ii. Parking at trailhead of at least 0.2 acres. The area shall be suitable for all weather parking of motor vehicles; but is not required to be paved.
 - d. All street connections to County roads will meet both City and County road standards.
 - e. Developer will perform a traffic study. The Developer will remedy any deficiencies outlined in the traffic study.
3. **Sewer** In order to conduct development on the Development Parcels, Developer shall install any necessary facilities, both onsite and offsite, to connect the Development Parcels, and any lots or units contained thereon, to the Francis City sewer system, at Developer' own expense.
4. **Affordable Housing** Developer shall conform to the Conservation Subdivision affordable housing requirements outlined in Francis City Code.
5. **Additional Requirements Applicable to Developer**
 - a. Prior to obtaining approval for any project located on the Development Parcels, Developer shall submit and obtain City approval of a plan to provide for safe and adequate storm water drainage at Developer' expense, throughout the Development Parcels.
 - b. Developer will pay to the City an annexation fee of \$8,000 per lot for every lot in any subdivision on the Development Parcels in order to help offset the City's costs of providing services and infrastructure to the Annexation Property and for other City purposes. This fee to be paid in two installments. The first payment due at time of Annexation Agreement recordation with Summit County and the second installment at time of Master Plan approval or one year from the date of this Agreement, whichever is sooner. The parties may mutually agree to extend the one-year date in writing.
 - c. Developer will submit a conforming application for a conservation subdivision on the Development Parcels. It is anticipated that approximately

Commented [NB1]: Hidden Meadows would prefer to have the City do the initial approval of the trails because it is the land use authority. For this reason, Hidden Meadows would also prefer to grant the trail easement to the City first. The City could then convey the trail easement to South Summit Trails Foundation. In other words, Hidden Meadows does not want a third party that is not part of this agreement to have veto authority over the improvements.

80% of the development area will be placed in an agricultural conservation easement, [which may be assigned to Hidden Meadows Ranches Utah, LLC with enforcement powers given to the City to ensure compliance with the terms of the easement.](#) Within the confines of the Development Parcels, the subdivision will consist of no more than 150 (one hundred fifty) lots (48 town homes and 102 single family homes) on approximately 477.83 acres, as shown on the concept plans submitted to the City for review during the annexation process. See “Exhibit D”. Development approval of the proposed project will be governed by all standard City ordinances and policies, unless explicitly modified by this Agreement.

Commented [NB2]: Hidden Meadows would like to retain control of the easement because it intends to use the land for its grazing operations.

d. Developer and Developer’s successors and assigns agree to pay the City for the City’s costs incurred in creating this Annexation Agreement and in reviewing and processing the Annexation Petition and any application(s) for development on the Development Parcels, including but not limited to reasonable legal and engineering fees. These costs will be paid pursuant to the escrow account procedures and other procedures set forth in City ordinances and policies.

e. Nothing herein shall be construed to relieve Developer of the standard obligations to also pay application fees, impact fees, connection fees, and other City fees and charges, at the time of permit application or pulling permits, in the ordinary course, as part of the development process, as set forth in the existing City fee schedule. These costs will be paid pursuant to the escrow account procedures and other procedures set forth in City ordinances and policies.

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

B. City’s Obligations. As consideration for this Agreement and as consideration for Developer’s agreements contained herein, and in order to provide municipal services to the Hidden Meadows Ranches Subdivision (“Hidden Meadows”) Annexation, the City will:

1. Annex approximately 579.54 acres known as the Hidden Meadows Annexation into the City.
2. Zone the Annexation Parcels as/into AG-2 Conservation Subdivision (Agricultural Two Acre Zone)
3. Receive, review and consider approval of a subdivision on the Development Parcels in accordance with City zoning restrictions.
4. Once the subdivision is approved, provide municipal services to the Development Parcels within the Hidden Meadows Annexation, in accordance with City standards.

[4-5. Install a municipal well and Water Tank capable of supplying culinary water to the Development, subject to Developer’s compliance with City ordinances and](#)

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[policies and applicable State law.](#)

Commented [NB3]: If the developer is providing the well site for the it would like some assurance that the well and tank will be constructed.

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

IN WITNESS WHEREOF, the parties have executed this Agreement this _____ day of _____, 2021.

CITY OF FRANCIS
a Utah Municipal Corporation

ATTEST:

By (signature): _____
Suzanne Gillett
City Recorder

By (signature): _____
Byron Ames
Mayor

Seal:

APPROVED AS TO FORM:

City Attorney

The terms of this Annexation Agreement are agreed to by:

a Utah _____

By: _____

Name: _____

Its: _____

By: _____

Name: _____

Its: _____

STATE OF UTAH)

) ss.

County of Summit)

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

NOTARY PUBLIC

Exhibit "A"

Development Parcels Legal Descriptions

Parcel Nos. CD-2000-6, CD-2000-A, CD-2065-2067-C, CD-2065-A, CD-2657-X, CE-1, CD-3-A, CE-2-AM, CD-3, FR-2 and FR-3

Exhibit "B"
Annexation Boundary Description

ANNEXATION BOUNDARY DESCRIPTION

BEGINNING N00°12'24"W 12.26 FEET FROM THE NORTHEAST CORNER OF SECTION 30, TOWNSHIP 2 SOUTH, RANGE 6 EAST, SALT LAKE BASE AND MERIDIAN; THENCE S 00°12'24"E 1409.35 FEET ALONG THE SECTION LINE AND CURRENT FRANCIS TOWN BOUNDARY PER HART RANCH ANNEXATION AS ENTRY #9972; THENCE ALONG THE NORTH LINE OF LOT 4 AND THE WESTERLY BOUNDARY OF THE FRANCIS ACRES SUBDIVISION PLAT A SUBDIVISION AND THE WESTERLY LINE OF PARCELS CE-2062, CE-2062-A, CE-2062-B, & CD-2063-A THE FOLLOWING FOUR COURSES: (1) S89°45'19"W 1088.06 FEET; (2) S 08°45'32"W 550.59 FEET; (3) S01°48'14"E 1302.25 FEET; (4) S01°25'22"E 654.68 FEET; THENCE ALONG THE EASTERLY BOUNDARY LINE OF PARCEL CD-2057-X THE FOLLOWING THREE COURSES: (1) S49°46'00"E 394.20 FEET; (2) S40°11'00"W 834.50 FEET; (3) S09°49'00"W 547.88 FEET TO A POINT ON THE SECTION LINE; THENCE ALONG THE SECTION LINE S89°23'46"W 702.58 FEET TO A POINT ON THE WASATCH/SUMMIT COUNTY LINE; THENCE ALONG SAID COUNTY LINE THE FOLLOWING EIGHT COURSES: (1) N41°18'00"W 923.84 FEET; (2) N36°24'00" W 1206.40 FEET; (3) N44°16'30"W 823.10 FEET; (4) N73°27'30"W 779.20 FEET; (5) N68°00'00"W 1826.10 FEET; (6) N44°03'00"W 954.10 FEET; (7) N69°29'00"W 1778.00 FEET; (8) N82°12'00"W 497.74 FEET TO A POINT ON THE EASTERLY BOUNDARY LINE OF PARCEL CD-2000-X; THENCE ALONG SAID LINE N01°34'18"W 752.83 FEET TO A POINT ON THE SECTION LINE; THENCE ALONG THE SECTION LINE N89°45'34"E 3983.06 FEET TO A FOUND SUMMIT COUNTY MONUMENT REPRESENTING THE NORTHWEST CORNER OF SECTION 30, TOWNSHIP 2 SOUTH, RANGE 6 EAST, SALT LAKE BASE AND MERIDIAN; THENCE ALONG THE SECTION LINE S89°57'11"E 1332.14 FEET TO THE SOUTHERLY PROPERTY CORNER OF WEBSTER ESTATES PLAT A SUBDIVISION; THENCE ALONG SAID SUBDIVISION THE FOLLOWING TWO COURSES: (1) N62°05'33"E 1001.53 FEET; (2) N11°09'41"E 149.42 FEET EXTENDING TO A POINT ON THE SOUTHERLY BOUNDARY LINE OF THE WEBSTER ESTATES PLAT B SUBDIVISION, SAID POINT ALSO BEING THE NORTHERLY RIGHT-OF-WAY LINE OF LAMBERT LANE; THENCE ALONG SAID WEBSTER ESTATES PLAT B SUBDIVISION THE FOLLOWING 2 COURSES: (1) S68°37'22"E 178.90 FEET; (2) S61°07'20"E 284.26 FEET; THENCE LEAVING SAID SUBDIVISION ALONG THE APPARENT RIGHT-OF-WAY LINE OF LAMBERT LANE THE FOLLOWING SIX COURSES: (1) S46°46'32"E 82.91 FEET; (2) S44°09'41"E 385.70 TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 150 FEET; (3) 108.07 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 41°16'44", WITH A CHORD BEARING AND DISTANCE OF S64°48'03"E 105.75 FEET; (4) S85°26'25"E 65.50 FEET; (5) N86°42'43"E 151.90 FEET; (6) N89°41'44"E 2039.35 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINS 579.54 ACRES, MORE OR LESS

Exhibit "C"
Francis City Resolution Number 2021-11

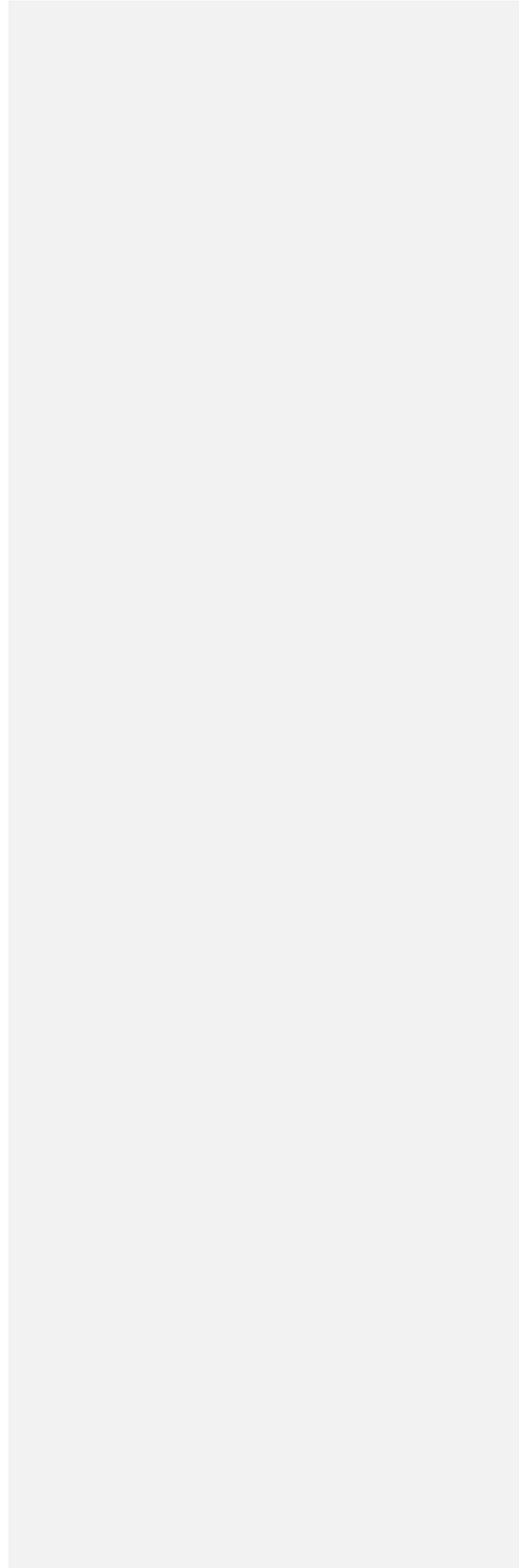


Exhibit "D"
Hidden Meadows Ranches Subdivision Concept Plan