

STATE OF UTAH



OFFICE OF THE LIEUTENANT GOVERNOR

CERTIFICATE OF ANNEXATION

I, Deidre M. Henderson, Lieutenant Governor of the State of Utah, hereby certify that there has been filed in my office a notice of annexation known as the BURTON ANNEXATION, located in FRANCIS CITY, dated DECEMBER 11, 2025 complying with §10-2-425, Utah Code Annotated, 1953, as amended.

Now, therefore, notice is hereby given to all whom it may concern that the attached is a true and correct copy of the notice of annexation, referred to above, on file with the Office of the Lieutenant Governor pertaining to the BURTON ANNEXATION, located in SUMMIT COUNTY, State of Utah.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed the Great Seal of the State of Utah this 7<sup>th</sup> day of APRIL, 2026 at Salt Lake City, Utah.



A handwritten signature in black ink that reads "Deidre M. Henderson".

DEIDRE M. HENDERSON  
Lieutenant Governor



**UTAH LIEUTENANT GOVERNOR NOTICE OF IMPENDING BOUNDARY ACTION  
BURTON RANCH ANNEXATION**

The undersigned as Recorder of Francis City pursuant to Utah Code Ann. 10-2-425 and 67-1a-6.5, hereby submits to the Lieutenant Governor the following Notice of Impending Boundary Action for the: Burton Ranch Annexation.

**SECTION ONE**

On December 11<sup>th</sup>, 2025, the Francis City council adopted an Ordinance approving the Burton Ranch Annexation. The boundary action for which an applicable certificate is sought is an annexation pursuant to Utah Code Ann. 10-2-425.

**SECTION TWO**

The boundaries of the annexation shall be the area described on the attached approved final local entity plat.

**SECTION THREE**

Pursuant to Utah Code Ann. 67-1a-6.5 (3) (d) a letter from the Utah State Retirement Office is not required because this is an annexation and not an incorporation or creation of a local entity that may result in the employment of personnel.

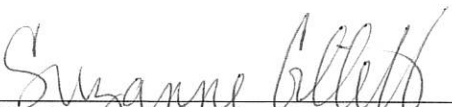
**SECTION FOUR**

Pursuant to Utah Code Ann. 67-1a-6.5 (3J)(e), the Recorder of Francis City hereby certifies all requirements applicable to this annexation have been met.

**SECTION FIVE**

Pursuant to Utah Code Ann. 10-2-425 the effective date of the annexation is the date on which the Lieutenant Governor issues the Certificate of Annexation.

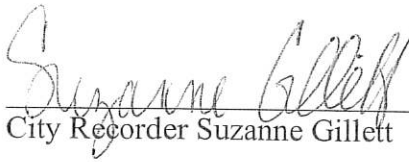
Signed and dated this 10<sup>th</sup>, day of March 10, 2026.

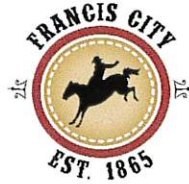
  
City Recorder Suzanne Gillett



## CERTIFICATION

I, Suzanne Gillett, do hereby certify that the attached is a true and correct copy of an Ordinance duly passed by the Francis City Council at a regular meeting duly convened on, December 11<sup>th</sup>, 2025.

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



## CERTIFICATION FOR ANNEXATION PETITION

On April 11<sup>th</sup>, 2024. The Francis City Council accepted for further consideration an Annexation Petition signed by Minton Family Properties and Christopher Burton. The Annexation is approximately for 98.3725 acres known as Parcels # CD-590, CD-600 and CD-599.

### Burton Ranch Annexation Boundary

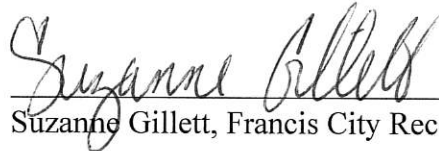
Beginning at a point South 89°57'00" East along Section Line 2022.45 feet; and North 33.00 feet from the South Quarter Corner of Section 19, Township 2 South, Range 6 East, Salt Lake Base and Meridian; thence along a line that is 2 rods north and parallel to the section line of Section 19 South 89°57'00" East 657.01 feet; thence along a line that is 2 rods north and parallel to the section line of Section 20 South 89°47'41" East 661.72 feet to a rebar and cap marked High Mountain; thence along the quarter quarter quarter section line and an existing fence North 0°45'37" East 1506.95 feet; thence along a fence line and a fence line extended the following courses and distances: North 67°13'15" West 5.40 feet; North 0°01'47" East 294.83 feet to the north right of way fence of the Weber Provo Diversion Canal; thence along the canal right of way fence the following courses and distances: North 67°45'26" East 176.88 feet; North 47°39'34" East 97.03 feet; North 43°18'40" East 100.86 feet; North 43°10'59" East 120.03 feet; thence along an existing fence and the westerly boundary of property owned by the Town of Francis the following courses and distances: North 20°54'58" West 1125.39 feet; North 0°30'27" West 247.13 feet; thence along a fence line the following courses and distances: North 66°18'04" West 159.79 feet; North 78°10'41" West 508.01 feet; thence along the east section line of section 19 and a fence line South 0°42'19" West 938.90 feet to the East Quarter Corner of Section 19 which is a fence corner in a mound of stone as called for in the Victory Ranch Survey performed by Cornerstone, Inc on file with the Summit County Surveyor; thence along the Quarter Section line of Section 19 and a fence line North 89°16'34" West 629.76 feet; thence along a fence South 0°41'24" West 2268.28 feet to the north right of way fenceline of the Weber Provo Diversion Canal; thence South 1°01'13" West 131.09 feet to the south right of way fenceline of the Weber Provo Diversion Canal; thence along a fence line South 0°33'27" West 230.62 feet to the point of beginning.

Less and excepting the Weber Provo Diversion Canal Right-of-Way as described on page 2 of this survey.

Containing 4,288,636 sq. ft. or 98.3725 acres gross

Containing 4,023,747 sq. ft. or 92.3725 acres net (after Canal Exception)

I, Suzanne Gillett, Francis City Recorder, and Brad Christopherson City Attorney, have reviewed the Annexation Petition in accordance with applicable provisions of Utah Code Ann. 10-2-405, and hereby certify that the Annexation Petition meets the requirements of Subsections 10-2-403 (2), (3), and (4) of Utah Code. The Annexation Petition is available for inspection at the Francis City Recorder's Office at Francis City Hall, 2317 South Spring Hollow Rd., Francis, Utah during normal working hours 8:00 a.m. to 4:30 pm., Monday through Thursday. If you have any questions regarding this matter, please feel free to contact me at (435) 783-6236.

  
Suzanne Gillett, Francis City Recorder

**ANNEXATION AGREEMENT  
FOR THE  
BURTON & MINTON PROPERTIES ANNEXATION  
FRANCIS CITY, UTAH**

This Agreement is made and entered into by and between FRANCIS CITY, a political subdivision of the State of Utah, hereinafter referred to as “City,” and MINTON FAMILY PROPERTIES LLC, a Utah limited liability company, and CHRISTOPHER L. BURTON LIVING TRUST and ELIZABETH M. BURTON LIVING TRUST, hereinafter collectively referred to as “Developers,” for Developers and for Developers’ real property successors and assigns, Developers being all of the signers of the Annexation Petition filed with the City on March 24, 2024, and the owners of the parcels of land located in Summit County, Utah bearing Summit County tax identification number CD-590, CD-599 & CD-600 (hereinafter referred to as “the Annexation Property,” legal descriptions of which are attached hereto as Exhibit A).

**RECITALS**

- A. Francis City, acting pursuant to its authority under Utah Code Annotated (UCA) 10-9a-101 *et seq.*, and UCA 10-2-401 *et seq.* in furtherance of its land use policies, goals, objectives, ordinances, resolutions, and regulations has made certain determinations with respect to the proposed annexation and, in the exercise of its legislative discretion, has elected to enter into this Agreement.
- B.
- C. The Annexation Property, once annexed into Francis City, will be subject to the Francis City Land Use Code and other City ordinances unless otherwise approved by City of Francis. Developers and the City desire to allow Developers and others to make improvements to the Annexation Property.
- D. The improvements and changes to be made to the Annexation Property shall be consistent with the current ordinances and standards of the City of Francis, unless otherwise approved by City of Francis, any future changes to ordinances and standards of the City of Francis, and the City of Francis General Plan.
- E. Developers and the City acknowledge and agree that the development and improvement of the Annexation Property pursuant to this Agreement will result in planning and economic benefits to the City and its residents, and will provide certainty useful to the Annexation Property and the City in ongoing future communications and relations with the community.
- F. The City’s governing body has authorized execution of this Agreement by Resolution No. 2025-14, to which this Agreement is attached.
- G. The size of this Annexation requires significant investment to City infrastructure, in order to meet the additional demand on public utilities, contributions from the Developers are necessary.
- H. The City has authorized the negotiation of and adoption of annexation agreements

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

**NOW, THEREFORE, IT IS AGREED AS FOLLOWS:**

- I. **Recitals.** The preamble and recitals set forth above are incorporated herein by this reference.
- II. **Conditions Precedent.** The City and Developers agree, understand and acknowledge that this Agreement is for the annexation of the Annexation Property. Further, the City and Developers agree and understand that this Agreement shall be a covenant running with the Annexation Property and shall bind any future owners, heirs, or assigns.
- III. **Permitted Uses of Property.** The permitted uses for the Annexation Property shall be those uses specifically listed in the Land Use Code of Francis City, as may from time to time be amended.
- IV. **Term.** This Agreement shall be effective as of the date of annexation of the Annexation Property into Francis City and shall continue in full force and effect from that time on.
- V. **General Provisions.**
  - A. **Headings.** The descriptive headings of the paragraphs of this Agreement are inserted for convenience only, and shall not control or affect the meaning or construction of any provision of this Agreement.
  - B. **Authority.** The parties to this Agreement represent to each other that they have full power and authority to enter into this Agreement, and that all necessary actions have been taken to give full force and effect to this Agreement. Developers represent and warrant that each party is fully formed and validly existing under the Laws of the State of Utah, and that each party is duly qualified to do business in the State of Utah and each is in good standing under applicable state laws. The Developers and the City warrant to each other that the individuals executing this Agreement on behalf of their respective parties are authorized and empowered to bind the parties on whose behalf each individual is signing. Developers represent to the City that by entering into this Agreement, Developers have bound themselves, the Annexation Property, and all persons and entities having any current or future legal or equitable interest in the Annexation Property, to the terms of the Agreement.
  - C. **Entire Agreement.** This Agreement, including exhibits, constitutes the entire agreement between the parties, except as supplemented by Francis City ordinances, policies, procedures and plans.
  - D. **Amendment of this Agreement.** This Agreement may be amended in whole or in part by the mutual written consent of the parties to this Agreement or by their successors in interest or assigns. Any such amendment of this agreement shall be recorded in the

official records of the Summit County Recorder's Office.

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

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

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

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

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

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

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

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

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

**VII. Annexation**. The City, pursuant to the Petition filed by the requisite number of land owners and land area within the area proposed for annexation, and in accordance with the authority granted by statute, agrees to adopt an ordinance of annexation and thereby to annex into the City the area described on Exhibit A attached hereto and incorporated herein by reference, consisting of Tax Parcels Nos. CD-590, CD-599 & CD-600. The area to be annexed and the annexation shall be subject to the terms and conditions of this Agreement as well as the annexation laws and other laws of the City and of the State of Utah. The area to be annexed is part of the unincorporated area of Summit County, State of Utah. It is further agreed that this proposed annexation meets all requirements of State law in that:

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

**VIII. General Character of the Land to be Annexed.**

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

**IX. Conditions of Annexation.**

**A. Developers' Obligations**

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

**1. Water**

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

- c. City agrees to accommodate Developer to include any excess water rights into the City's water system to use by Developer or sale to other development projects. City Agrees to cooperate with Developer on any change applications needed in order to comply with this Agreement related to Water Rights.
- d. Developers agree to dedicate an existing well that is located within the Annexation Property or to cooperate with the transfer of any water rights to a City and State approved source, at the City's sole discretion.
- e. Developers agree to complete the steps described in Section IX(A)(1) prior to or concurrently with receiving final construction inspection approval for any infrastructure to be installed in any subdivision on the Annexation Property.

**2. Streets**

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

**3. Sewer**

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

**4. Additional Requirements Applicable to Developers**

- a. Prior to obtaining approval for any project located on the Annexation Property, Developers shall submit and obtain City approval of a plan to provide for safe and adequate storm water drainage at Developers' expense, throughout the Annexation Property.
- b. Developers will pay to the City an annexation fee of \$8,000 per lot for every lot in any subdivision on the Annexation Property in order to help offset the City's costs of

- providing services and infrastructure to the Annexation Property and for other City purposes. This fee to be paid in two installments, each comprising 50% of the total fees. The first payment due at time of Preliminary Subdivision approval or one year from the date of this Agreement, whichever is sooner. The parties may mutually agree to extend the one-year date in writing. The second installment is due prior to recordation of the Phase 1 subdivision plat with Summit County.
- c. Developers will submit a conforming application for a subdivision on the Annexation Property. Within the confines of the Annexation Property, the subdivision will consist of no more than 55 lots on approximately 92.19 acres. See Exhibit B. At least 60% of the total land area of the Annexation Property will be dedicated as Open Space or dedicated to the City for a sewer buffer or future expansion of the sewer treatment ponds. The Development CC&Rs must state that at least 50% of all homes allocated within this Development must have owner-occupied units. Development approval of the proposed project will be governed by all standard City ordinances and policies, unless explicitly modified by this Agreement.
  - d. Developers and Developers' successors and assigns agree to pay the City for the City's costs incurred in creating this Annexation Agreement and in reviewing and processing the Annexation Petition and any application(s) for development on the Annexation Property, including but not limited to reasonable legal and engineering fees. These costs will be paid pursuant to the escrow account procedures and other procedures set forth in City ordinances and policies.
  - e. Nothing herein shall be construed to relieve Developers of the standard obligations to also pay application fees, impact fees, connection fees, and other City fees and charges, at the time of permit application or pulling permits, in the ordinary course, as part of the development process, as set forth in the existing City fee schedule. These costs will be paid pursuant to the escrow account procedures and other procedures set forth in City ordinances and policies.
  - f. Perform a traffic study to determine if turn lanes on Lambert Lane are required based on City standards. Traffic Study shall be submitted with the preliminary subdivision application.
  - g. Wetlands. City requires a wetland study or a notification from the US Army Corps of Engineers delisting the previously identified wetlands designated on the project parcels, this is to be submitted with Preliminary Subdivision Application.
  - h. In the CC&R's, include a requirement that at least 50% of the homes must be owner occupied.
  - i. Trailhead. Developer and Developer's successors and assigns agree to dedicate a minimum of one-acre of Open Space near the canal and with access to the Hallam Road Extension to the City for a trailhead.
  - j. Trail. Developer and Developer's successors and assigns agree to construct a paved trail along the Annexation Property frontage (Lambert Lane) in accordance with City standards.

Notwithstanding anything contained in this Agreement, the City reserves the right to require Developers to execute and comply with a separate and mutually acceptable development

agreement in order to develop the Annexation Property, which development agreement may contain terms adding to or amending the terms of this Agreement.

## **B. City's Obligations**

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

1. Annex approximately 92.19 acres known as the Burton & Minton Properties Annexation into the City.
2. Zone the Annexation Parcels as/into AG-2 Conservation Subdivision Zone (Agricultural Two Conservation Subdivision Zone). The subdivision will consist of no more than 55 lots on approximately 92.19 acres.
3. Receive, review and consider approval of a subdivision on the Annexation Property in accordance with City zoning restrictions.
4. Once the subdivision is approved, provide municipal services to the Annexation Property, in accordance with City standards.
5. City agrees to cooperate with Developer in all necessary documentation that will assist in Developer's efforts to gain tax credits related to the deeding of property to the City as open space, if any. Developer shall hold City harmless from any and all claims, costs or liabilities.

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

IN WITNESS WHEREOF, the parties have executed this Agreement this 15<sup>th</sup> day of January, 2025.

CITY OF FRANCIS  
a Utah Municipal Corporation

ATTEST:

By (signature): Suzanne Gillett  
Suzanne Gillett  
City Recorder

By (signature): Jeremie Forman  
Jeremie Forman  
Mayor

Seal:

APPROVED AS TO FORM:

By (signature): Brad Christopherson  
Brad Christopherson  
City Attorney

The terms of this Annexation Agreement are agreed to by:

**MINTON FAMILY PROPERTIES LLC,**  
a Utah limited liability company

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

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

**CHRISTOPHER L. BURTON LIVING TRUST**

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

**ELIZABETH M. BURTON LIVING TRUST**

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

STATE OF UTAH )  
Salt Lake ) ss.  
County of Summit )

The foregoing instrument was acknowledged before me this 19 day of December, 2025 by Elizabeth M. Burton <sup>ies / were</sup> whose identity was proven to me by satisfactory evidence. and Christopher L. Burton



Langdon T. Owen  
NOTARY PUBLIC

STATE OF OREGON            )  
  ) ss.  
County of Lane                )

The foregoing instrument was acknowledged before me this 19<sup>th</sup> day of December, 2025 by Sue Milton-Edson, whose identity was proven to me by satisfactory evidence.

*Austin Nathaniel Edwards*  
NOTARY PUBLIC

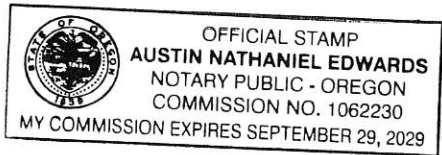


Exhibit "A"  
Annexation Boundary Description  
Annexation Boundary Legal Description

Exhibit "A"

Annexation Boundary Description

Annexation Boundary Legal Description

Parcels to be Annexed into City of Francis

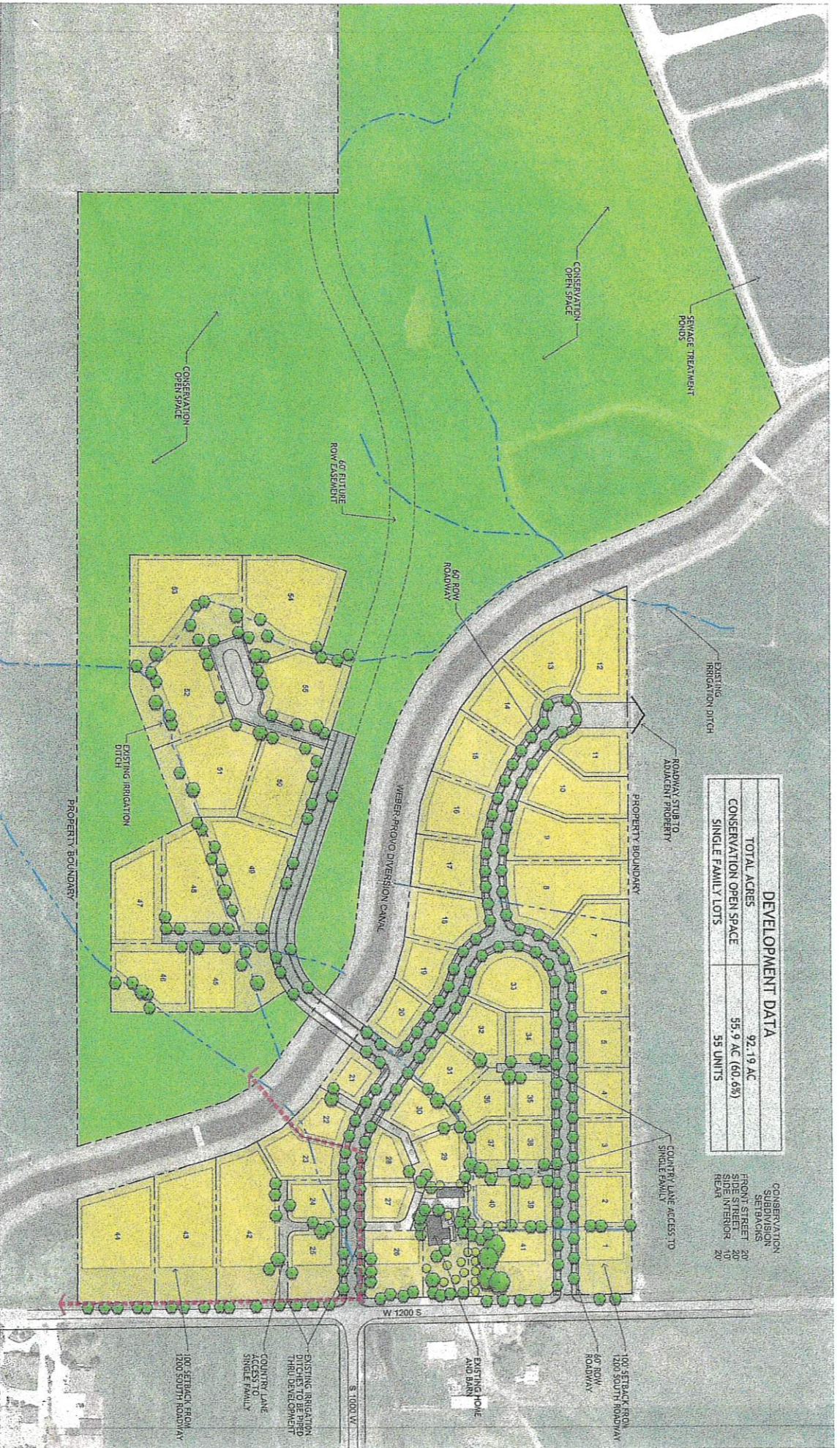
CD-599, CD-590, CD-600, CD-576-X, A portion of Lambert Lane

Beginning at the Southeast Quarter of Section 19, Township 2 South, Range 6 East, Salt Lake Base and Meridian and Running thence along the Section line S 89°47'41" E 661.35 feet, thence N 00°45'37" E 1,539.95 feet along the fence, thence along a fence line and a fence line extended the following courses and distances: North 67°13'15" West 5.40 feet; North 0°01'47" East 294.83 feet to the north right of way fence of the Weber Provo Diversion Canal; thence along the canal right of way fence the following courses and distances: North 67°45'26" East 176.88 feet; North 47°39'34" East 97.03 feet; North 43°18'40" East 100.86 feet; North 43°10'59" East 120.03 feet; thence along an existing fence and the westerly and southerly property line of Francis City the following courses and distances: North 20°54'58" West 1,125.39 feet to a fence angle point as called for in the Francis deed; North 0°30'27" West 247.13 feet; North 66°18'04" West 159.79 feet; North 78°10'41" West 508.01 feet; thence along the east section line of section 19 and a fence line South 0°42'19" West 938.90 feet to the East Quarter Corner of Section 19 which is a fence corner in a mound of stone as called for in the Victory Ranch Survey performed by Cornerstone, Inc on file with the Summit County Surveyor; thence along the Quarter Section line of Section 19 and a fence line North 89°16'34" West 629.76 feet; thence along a fence South 0°41'24" West 2,268.28 feet to the north right of way fenceline of the Weber Provo Diversion Canal; thence South 1°01'13" West 131.09 feet to the south right of way fenceline of the Weber Provo Diversion Canal; thence along a fence line South 0°33'27" West 255.43 feet to the North line of the West Francis Annexation thence along said line 2 calls 1) thence N 89°41'44" E 657.14, 2) thence S 00°12'24"E 12.26 feet to the point of beginning.

Containing 99.30 acres

Exhibit "B"  
Concept Plan

# EXHIBIT "B" Concept Plan



DEVELOPMENT DATA	
TOTAL ACRES	92.19 AC
CONSERVATION OPEN SPACE	55.9 AC (60.6%)
SINGLE FAMILY LOTS	55 UNITS

CONSERVATION SUBDIVISION SETBACKS	
FRONT STREET	20'
SIDE INTERIOR	10'
REAR	20'

# BURTON RANCH

## CONSERVATION SUBDIVISION - CONCEPT SITE PLAN

JULY 22, 2024





**FRANCIS, UTAH**

**RESOLUTION NO. 2025-14**

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

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

**WHEREAS**, the City Council approved the annexation of Burton Ranch on December 11<sup>th</sup>, 2025; and

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

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


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

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

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

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

**PASSED AND ADOPTED BY THE CITY COUNCIL OF FRANCIS CITY, STATE OF UTAH, THIS 11<sup>TH</sup> DAY OF DECEMBER 2025.**

  
Mayor Jeremie Forman



  
City Recorder Suzanne Gillett

FRANCIS CITY

ORDINANCE NO. 2025-07

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

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

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

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

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

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

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

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

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



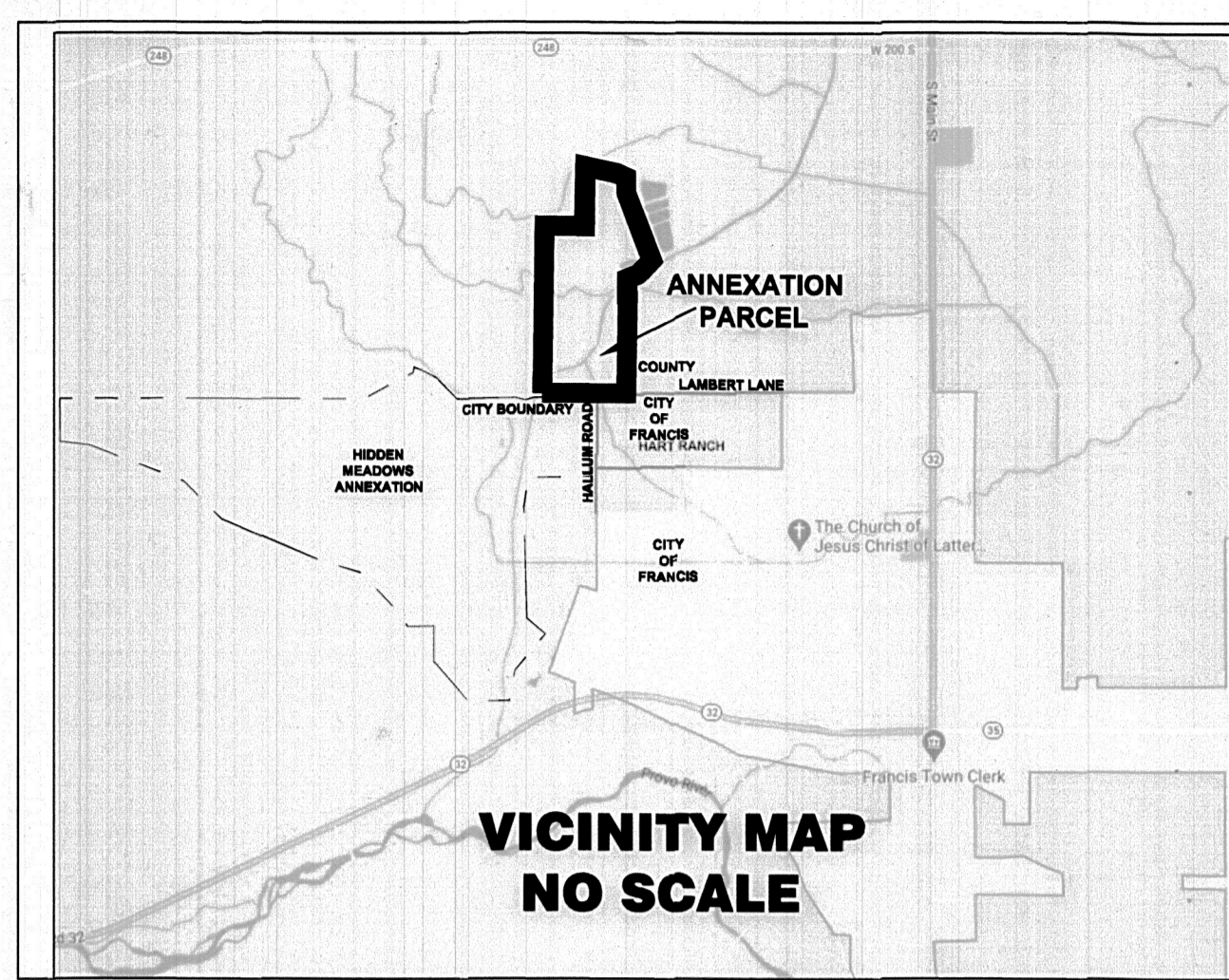
By: [Signature]
Jeremie Forman, Mayor

VOTING:

Jeremie Forman Yea X Nay \_\_\_
Sam Hunter Yea X Nay \_\_\_
Shana Fryer Yea X Nay \_\_\_
Clayton Querry Yea X Nay \_\_\_
Clint Summer Yea X Nay \_\_\_

ATTEST: [Signature]
Suzanne Gillet, City Recorder

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



**FINAL LOCAL ENTITY PLAT-ANNEXING THE BURTON RANCH INTO THE CITY OF FRANCIS**

LOCATED IN SE1/4 SEC. 19 AND THE SW1/4 SEC 20. T.2 S., R.6 E, SALT LAKE BASE & MERIDIAN

**SURVEYOR'S CERTIFICATE**

I, CLIFF PETERSON, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR IN THE STATE OF UTAH AND THAT I HOLD LICENSE NUMBER 167172 IN ACCORDANCE WITH TITLE 58, CHAPTER 22, PROFESSIONAL ENGINEERS AND PROFESSIONAL LAND SURVEYORS LICENSING ACT. I FURTHER CERTIFY THAT I HAVE COMPLETED A SURVEY AND HAVE FILED A RECORD OF SURVEY MAP OF THE EXISTING BOUNDARIES, AS FILE NUMBER S0012109 IN THE OFFICE OF THE SUMMIT COUNTY RECORDER-SURVEYOR, IN ACCORDANCE WITH SECTION 17-73-501. I CERTIFY THAT I HAVE VERIFIED THE BOUNDARY LOCATIONS AND HAVE PLACED MONUMENTS AS REPRESENTED ON THE RECORD OF SURVEY MAP. I FURTHER CERTIFY THAT BY AUTHORITY OF THE OWNERS, I HAVE PREPARED THIS LOCAL ENTITY PLAT IN ACCORDANCE WITH SECTION 17-73-507.

CLIFF PETERSON, PLS No. 167172.

REFERENCE TO RECORD OF SURVEY ENTRY No. S0012109



**BOUNDARY DESCRIPTION**

PARCELS TO BE ANNEXED INTO CITY OF FRANCIS  
 CD-599  
 CD-590  
 CD-600  
 CD-576-X  
 A PORTION OF LAMBERT LANE

Beginning at the Southeast Quarter of Section 19, Township 2 South, Range 6 East, Salt Lake Base and Meridian and Running thence along the Section line S 89°47'41" E 661.35 feet, thence N 0°45'37" E 1,539.95 feet along the fence, thence along a fence line and a fence line extended the following courses and distances: North 67°13'15" West 5.40 feet; North 0°01'47" East 294.83 feet to the north right of way fence of the Weber Provo Diversion Canal; thence along the canal right of way fence the following courses and distances: North 67°45'26" East 176.88 feet; North 47°39'34" East 97.03 feet; North 43°18'40" East 100.86 feet; North 43°10'59" East 120.03 feet; thence along an existing fence and the westerly and southerly property line of Francis City the following courses and distances: North 20°54'58" West 1,125.39 feet to a fence angle point as called for in the Francis deed; North 0°30'27" West 247.13 feet; North 66°18'04" West 159.79 feet; North 78°10'41" West 508.01 feet; thence along the east section line of section 19 and a fence line South 0°42'19" West 938.90 feet to the East Quarter Corner of Section 19 which is a fence corner in a mound of stone as called for in the Victory Ranch Survey performed by Cornerstone, Inc on file with the Summit County Surveyor; thence along the Quarter Section line of Section 19 and a fence line North 89°16'34" West 629.76 feet; thence along a fence South 0°41'24" West 2,268.28 feet to the north right of way fence line of the Weber Provo Diversion Canal; thence South 1°01'13" West 131.09 feet to the south right of way fence line of the Weber Provo Diversion Canal; thence along a fence line South 0°33'27" West 255.43 feet to the North line of the West Francis Annexation thence along said line 2 calls 1) thence N 89°41'44" E 657.14, 2) thence S 0°01'22" E 12.26 feet to the point of beginning.

Containing 99.30 acres

**ACCEPTANCE BY LEGISLATIVE BODY**

THIS IS TO CERTIFY THAT WE, A LEGISLATIVE BODY OF THE CITY OF FRANCIS, HAVE RECEIVED A PETITION SIGNED BY A MAJORITY OF THE OWNERS OF THE TRACT SHOWN HEREON REQUESTING THAT SAID TRACT BE ANNEXED TO THE CITY OF FRANCIS, AND THAT A COPY OF THE ORDINANCE HAS BEEN PREPARED FOR FILING HERewith ALL IN ACCORDANCE WITH THE UTAH CODE ANNOTATED (1953) 10-5-1 AS REVISED AND THAT WE HAVE EXAMINED AND DO HEREBY APPROVE AND ACCEPT THE ANNEXATION OF THE TRACT AS SHOWN AS A PART OF SAID CITY.

DATED THIS 17<sup>th</sup> DAY OF December 2025

SIGNATURE CITY OF FRANCIS MAYOR: *[Signature]* DATE: 03/12/2026

ATTEST CITY OF FRANCIS RECORDER: *[Signature]* DATE: 03/12/2026

SIGNATURE CITY OF FRANCIS ATTORNEY: *[Signature]* DATE: 3/13/2026

SIGNATURE CITY OF FRANCIS ENGINEER: *[Signature]* DATE: 3/12/26

