

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 FRONTIER ACRES ANNEXATION, located in FRANCIS CITY, dated MARCH 10, 2026, 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 FRONTIER ACRES 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 31st day of MARCH, 2026 at Salt Lake City, Utah.



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

DEIDRE M. HENDERSON
Lieutenant Governor



March 11th, 2025

Lt. Governor's Office
Attn: Ardin
350 North State Street, Suite 220
P.O. Box 142325
Salt Lake City, Utah 84114-2335

Dear Ardin,

I am sending you an Annexation packet for The Frontier Acres Subdivision Annexation. I hope that I have enclosed everything that you need to process the request. Please let me know if there is anything else that you need.

Thank you,

A handwritten signature in cursive script that reads "Suzanne Gillett".

Suzanne Gillett
Francis City Recorder
sgillett@francisutah.gov
435-280-4040



UTAH LIEUTENANT GOVERNOR NOTICE OF IMPENDING BOUNDARY ACTION FRONTIER ACRES 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: Frontier Acres Annexation.

SECTION ONE

On December 11th, 2025, the Francis City council adopted an Ordinance approving the Frontier Acres 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.

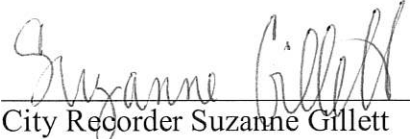
SECTION FOUR

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 10th, day of March 10, 2026.

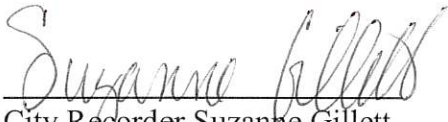


City Recorder Suzanne Gillett



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 11th, 2025.


City Recorder Suzanne Gillett



CERTIFICATION FOR ANNEXATION PETITION

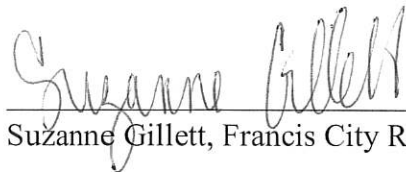
On December 11th, 2025, the Francis City Council accepted for further consideration an Annexation Petition signed by Frontier Acres (Summit Acres LLC) Javier Galindo. The Annexation is approximately 11.73 acres.

Frontier Acres Annexation

Beginning at a point that is N 89°34'34* E, 664.41 feet along the South section line of section 28, and N 001123" E 33.00 feet, and N 007123 of section 28. and N 00'11'23" E 33.00 feet, and N 0011'23" E 628.65 feet from the South Quarter corner of Section 28, Township 2 South, Range 6 East, Salt Lake Base and Meridian and continuing thence N 0'11'23" E Range 6 East, Salt Loke Base and Meridian and continuing thence N 2 796.73 feet; thence N 89°47'23" E 330.01, thence S 89°37'59" E 212.63 feet; thence S 001025 W 132.83 feet; thence 05901 121.34 feet thence S 0010'25 W 132.83 feet; thence S 88°59'01* E 121.34 feet; thence S 010'25 W 654.99 feet; thence S 89°25'49* W 664.24 feet back to the point of Parcel beginning contains 11.73 Acres.

I, Suzanne Gillett, Francis City Recorder, and Brad Christopherson 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 Subsection 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 p.m., Monday through Thursday. If you have any questions regarding this matter, please feel free to contact me at 435-280-4040.

Containing 11.73 acres


Suzanne Gillett, Francis City Recorder

**ANNEXATION AGREEMENT
FOR THE
FRONTIER ACRES ANNEXATION
FRANCIS CITY, UTAH**

This Agreement is made and entered into by and between FRANCIS CITY, a political subdivision of the State of Utah, hereinafter referred to as “City,” and SUMMIT ACRES 731 LLC, a Utah limited liability company, hereinafter referred to as “Developers,” for Developers and for Developers’ real property successors and assigns, Developers being all of the signers of the Annexation Petition filed with the City on July 7, 2025, and the owners of the parcels of land located in Summit County, Utah bearing Summit County tax identification number CD-2013-A and CD-2013-B (hereinafter referred to as “the Annexation Property,” legal descriptions of which are attached hereto as Exhibit A).

RECITALS

- A. Francis City, acting pursuant to its authority under Utah Code Annotated (UCA) 10-9a-101 *et seq.*, and UCA 10-2-401 *et seq.* in furtherance of its land use policies, goals, objectives, ordinances, resolutions, and regulations has made certain determinations with respect to the proposed annexation and, in the exercise of its legislative discretion, has elected to enter into this Agreement.
- B. The Annexation Property, once annexed into Francis City, will be subject to the Francis City Land Use Code and other City ordinances unless otherwise approved by City of Francis. Developers and the City desire to allow Developers and others to make improvements to the Annexation Property.
- C. The improvements and changes to be made to the Annexation Property shall be consistent with the current ordinances and standards of the City of Francis, unless otherwise approved by City of Francis, any future changes to ordinances and standards of the City of Francis, and the City of Francis General Plan.
- D. Developers and the City acknowledge and agree that the development and improvement of the Annexation Property pursuant to this Agreement will result in planning and economic benefits to the City and its residents, and will provide certainty useful to the Annexation Property and the City in ongoing future communications and relations with the community.
- E. The City’s governing body has authorized execution of this Agreement by Resolution No. 2025-13, to which this Agreement is attached.
- F. The size of this Annexation requires significant investment to City infrastructure, in order to meet the additional demand on public utilities, contributions from the Developers are necessary.
- G. The City has authorized the negotiation of and adoption of annexation agreements under appropriate circumstances where proposed development contains outstanding features that advance the policies, goals and objectives of the Francis City General Plan,

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

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

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

unenforceable, such provision shall be severed from this Agreement, which shall otherwise remain in full force and effect.

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

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

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

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

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

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

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

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

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

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

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

VIII. General Character of the Land to be Annexed.

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

IX. Conditions of Annexation.

A. Developers' Obligations

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

1. Water

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

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

2. Streets

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

3. Sewer

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

4. Additional Requirements Applicable to Developers

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

consist of no more than 8 lots on approximately 11.6 acres. See Exhibit B. At least 50% of the total land area of the Annexation Property will be dedicated as Open Space. The future road easement may be included in the Open Space. Development approval of the proposed project will be governed by all standard City ordinances and policies, unless explicitly modified by this Agreement.

- d. Developers and Developers' successors and assigns agree to pay the City for the City's costs incurred in creating this Annexation Agreement and in reviewing and processing the Annexation Petition and any application(s) for development on the Annexation Property, including but not limited to reasonable legal and engineering fees. These costs will be paid pursuant to the escrow account procedures and other procedures set forth in City ordinances and policies.
- e. Nothing herein shall be construed to relieve Developers of the standard obligations to also pay application fees, impact fees, connection fees, and other City fees and charges, at the time of permit application or pulling permits, in the ordinary course, as part of the development process, as set forth in the existing City fee schedule. These costs will be paid pursuant to the escrow account procedures and other procedures set forth in City ordinances and policies.
- f. Wetlands. City requires a wetland study or a notification from the US Army Corps of Engineers delisting the previously identified wetlands designated on the project parcels, this is to be submitted with the Preliminary Subdivision Application.

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

B. City's Obligations

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

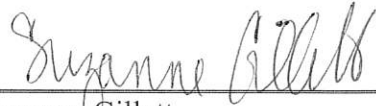
1. Annex approximately 11.6 acres known as the Frontier Acres Annexation into the City.
2. Zone the Annexation Parcels as/into AG-1 Conservation Subdivision Zone (Agricultural One Conservation Subdivision Zone)
3. Receive, review and consider approval of a subdivision on the Annexation Property in accordance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


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

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

CITY OF FRANCIS
a Utah Municipal Corporation

ATTEST:

By (signature): 
Suzanne Gillett
City Recorder

By (signature): 
Jeremie Forman
Mayor

Seal:

APPROVED AS TO FORM:

By (signature): 
Brad Christopherson
City Attorney

The terms of this Annexation Agreement are agreed to by:

SUMMIT ACRES 731 LLC,
a Utah limited liability company

By: [Signature]
Name: Javier Galindo
Its: Managing Member

STATE OF UTAH)
) ss.
County of Summit)

The foregoing instrument was acknowledged before me this 16 day of December, 2025 by Javier Galindo, whose identity was proven to me by satisfactory evidence.



[Signature]
NOTARY PUBLIC

Exhibit "A"
Annexation Boundary Description
Annexation Boundary Legal Description

ANNEXATION LEGALS

CD-2013-A:

A parcel of land lying and situate in the Northwest and Southwest Quarters of the Southeast Quarter of Section 28, township 2 south, Range 6 East, Salt Lake Base and Meridian. Basis of Bearing for subject parcel being North 89°34'34" East 2657.64 feet (measured) between the South Quarter Corner and the Southeast Corner of said Section. Subject parcel being more particularly described as follows:

Commencing at the South Quarter Corner of Section 28, Township 2 South, Range 6 East, Salt Lake Base and Meridian, which is a "Gin Spike" in the centerline of 2200 South Street (SR-35); Thence North 89°34'34" East 664.41 feet coincident with the south line of said Quarter Section; Thence North 00°11'23" East 33.00 feet to a number 5 rebar and cap stamped "PLS 356548"; Thence North 00°11'23" East 628.65 feet to a number 5 rebar and cap stamped "PLS 356548" and the True Point of Beginning; Thence North 00°11'23" East 796.73 feet along an ancient fence line to a number 5 rebar and cap stamped "PLS 356548"; Thence North 89°47'23" East 330.01 feet along an ancient fence line and Acquiescence Line to a number 5 rebar and cap stamped "PLS 356548"; Thence South 00°11'23" West 794.66 feet to the north line of the Francis Town Limits and a number 5 rebar and cap stamped "PLS 356548"; Thence South 89°25'49" West 330.03 feet coincident with said Town Limits to the point of beginning. Parcel contains 6.00 acres.

CD-2013-B:

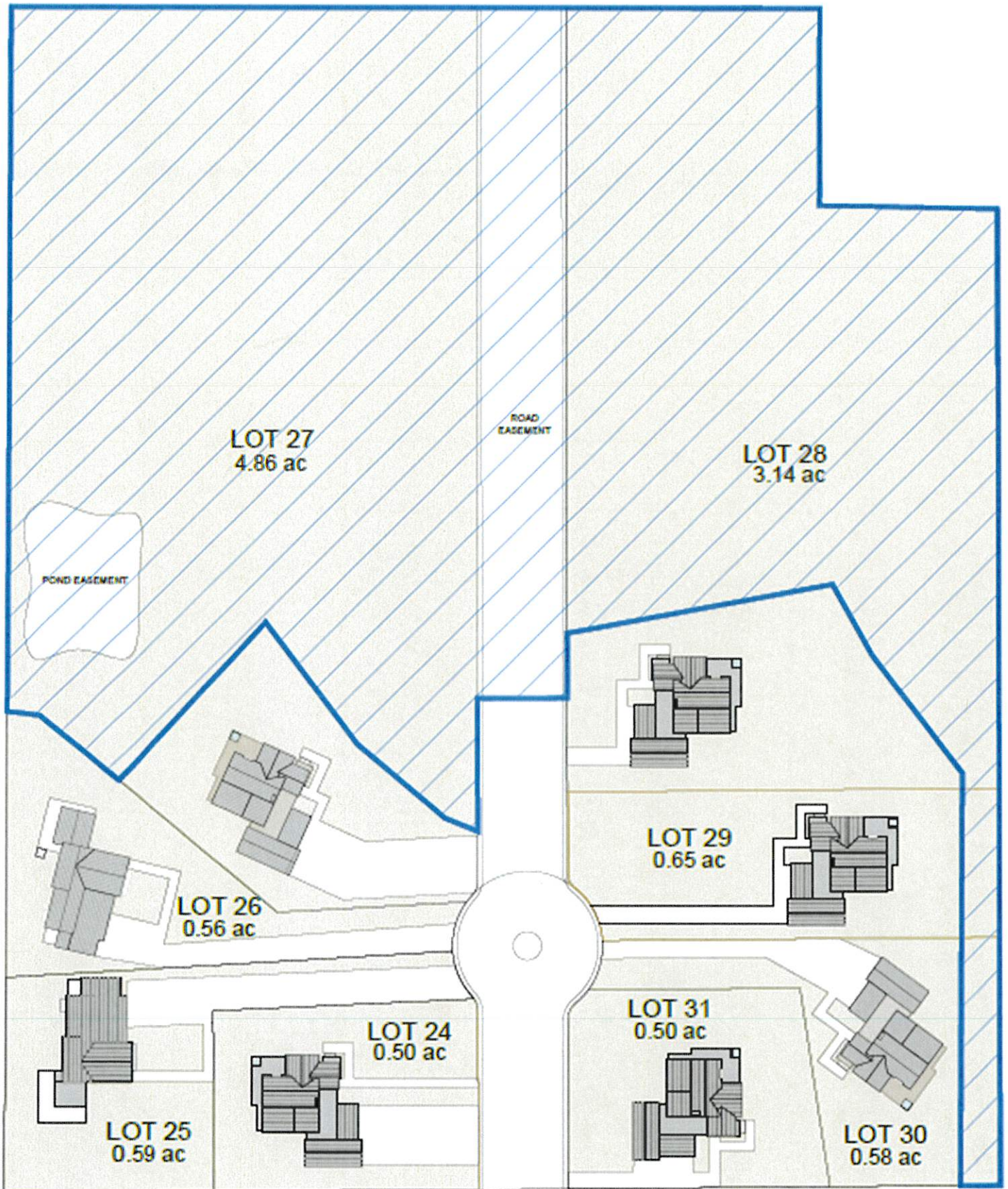
A parcel of land lying and situate in the Northwest and Southwest Quarters of the Southeast Quarter of Section 28, township 2 south, Range 6 East, Salt Lake Base and Meridian. Basis of Bearing for subject parcel being North 89°34'34" East 2657.64 feet (measured) between the South Quarter Corner and the Southeast Corner of said Section. Subject parcel being more particularly described as follows:

Commencing at the South Quarter Corner of Section 28, Township 2 South, Range 6 East, Salt Lake Base and Meridian, which is a "Gin Spike" in the centerline of 2200 South Street (SR-35); Thence North 89°34'34" East 664.41 feet coincident with the south line of said Quarter Section; Thence North 00°11'23" East 33.00 feet to a number 5 rebar and cap stamped "PLS 356548"; Thence North 00°11'23" East 628.65 feet to the north line of the Francis Town Limits; Thence North 89°25'49" East 330.03 feet coincident with said Town Limits to a number 5 rebar and cap stamped "PLS 356548" and the True Point of Beginning; Thence North 00°11'23" East 794.66 feet to a point in an ancient fence line and a number 5 rebar and cap stamped "PLS 356548"; Thence South 89°37'59" East 212.63 feet along an ancient fence line and Acquiescence Line to a number 5 rebar and cap stamped "PLS 356548"; Thence South 00°10'25" West 132.83 feet an ancient fence line and Acquiescence Line to a number 5 rebar and cap stamped "PLS 356548"; Thence South 88°59'01" East 121.34 feet along an ancient fence line and Acquiescence Line to a point on the East 1/16th line and a number 5 rebar and cap stamped "PLS 356548"; Thence South 00°10'25" West 654.99 feet to the north line of the Francis Town Limits and a number 5 rebar and cap stamped "PLS 356548"; Thence South 89°25'49" West 334.21 feet coincident with said Town Limits to the point of beginning. Parcel contains 5.60 acres.

Exhibit "B"
Concept Plan

Exhibit B

Frontier Acres Concept Plan





Send to code publishing
12-2-25 11:30

Francis City

Ordinance No. 2025-06

AN ORDINANCE OF THE FRANCIS CITY COUNCIL APPROVING AN ANNEXATION WITH FRONTIER ACRES FOR THE FRONTIER ACRES ANNEXATION

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

WHEREAS, the City Council approved the annexation on June 12th, 2025, and

WHEREAS, the Council has reviewed the proposed agreement and now desires to approve the entry Annexation conditioned upon finalizing the Annexation Agreement with the Developer;

NOW, THEREFORE, BE IT RESOLVED by the Francis City Council:

Section 1. Approval. The Frontier Acres 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.

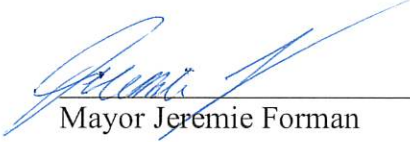
Section 3. Effective Date. This Ordinance shall become effective upon the execution of the Hidden Meadows Annexation Agreement by the City and Developer.

PASSED AND ADOPTED by the Francis City Council the 13th day of November 2025.

	Aye	Nay
Mayor Jeremie Forman	X	
Councilmember Fryer	X	
Councilmember Hunter	X	
Councilmember Query	X	
Councilmember Summers	X	

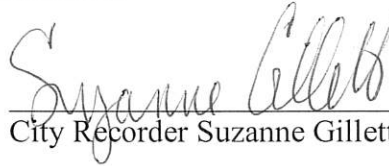


APPROVED:



Mayor Jeremie Forman

ATTEST:



City Recorder Suzanne Gillett

City Seal





FRANCIS, UTAH

RESOLUTION NO. 2025-13

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

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

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

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

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

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

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


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

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

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


Mayor Jeremie Forman




City Recorder Suzanne Gillett

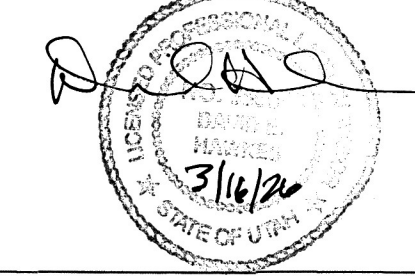
FINAL LOCAL ENTITY
 PLAT-ANNEXING
 FRONTIER ACRES INTO
 THE CITY OF FRANCIS
 LOCATED IN SE1/4 SEC. 28
 T.2 S., R.6 E, SALT LAKE
 BASE & MERIDIAN

SURVEYORS' CERTIFICATE

I, DAVID E. HAWKES, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR IN THE STATE OF UTAH AND THAT I HOLD LICENSE NUMBER 356548 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 S0009056 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.

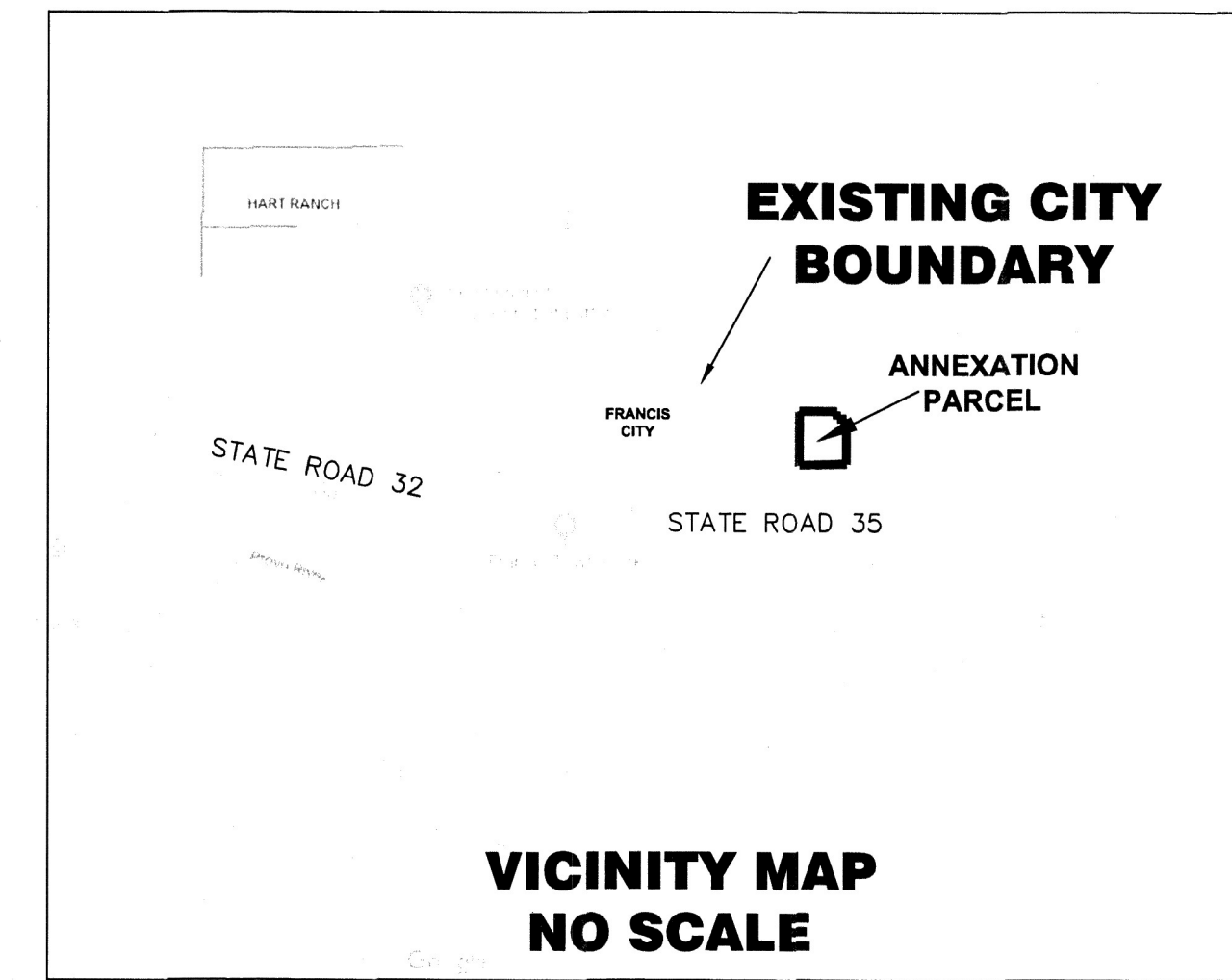
David E. Hawkes
 DAVID E. HAWKES, PLS No. 356548
 HAWKES

REFERENCE TO RECORD OF SURVEY ENTRY No. S0009056



BOUNDARY DESCRIPTION

Beginning at a point that is N 89°34'34" E, 664.41 feet along the South section line of section 28 (basis of bearing), and N 00°11'23" E 330.01 feet, and N 00°11'23" E 628.65 feet from the South Quarter corner of Section 28, Township 2 South, Range 6 East, Salt Lake Base and Meridian and continuing thence N 0°11'23" E 796.73 feet; thence N 89°47'23" E 330.01, thence S 89°37'59" E 212.63 feet; thence S 00°10'25" W 132.83 feet; thence S 88°59'01" E 121.34 feet; thence S 0°10'25" W 654.99 feet; thence S 89°25'49" W 664.24 feet back to the point of beginning.
 Parcel contains 11.73 Ac.



FINAL LOCAL ENTITY PLAT APPROVAL

APPROVED AS TO FORM SUMMIT COUNTY SURVEYOR	COUNTY SURVEYOR FILING, STATE OF UTAH SUMMIT COUNTY
APPROVED IN COMPLIANCE WITH SECTION 17-73-507 OF UTAH CODE ON THE <u>17th</u> DAY OF <u>MARCH</u> , 2026	
<i>Gregory R. Wolbach</i> ACTING SUMMIT COUNTY SURVEYOR	 SURVEYOR SEAL

ACCEPTANCE BY LEGISLATIVE BODY

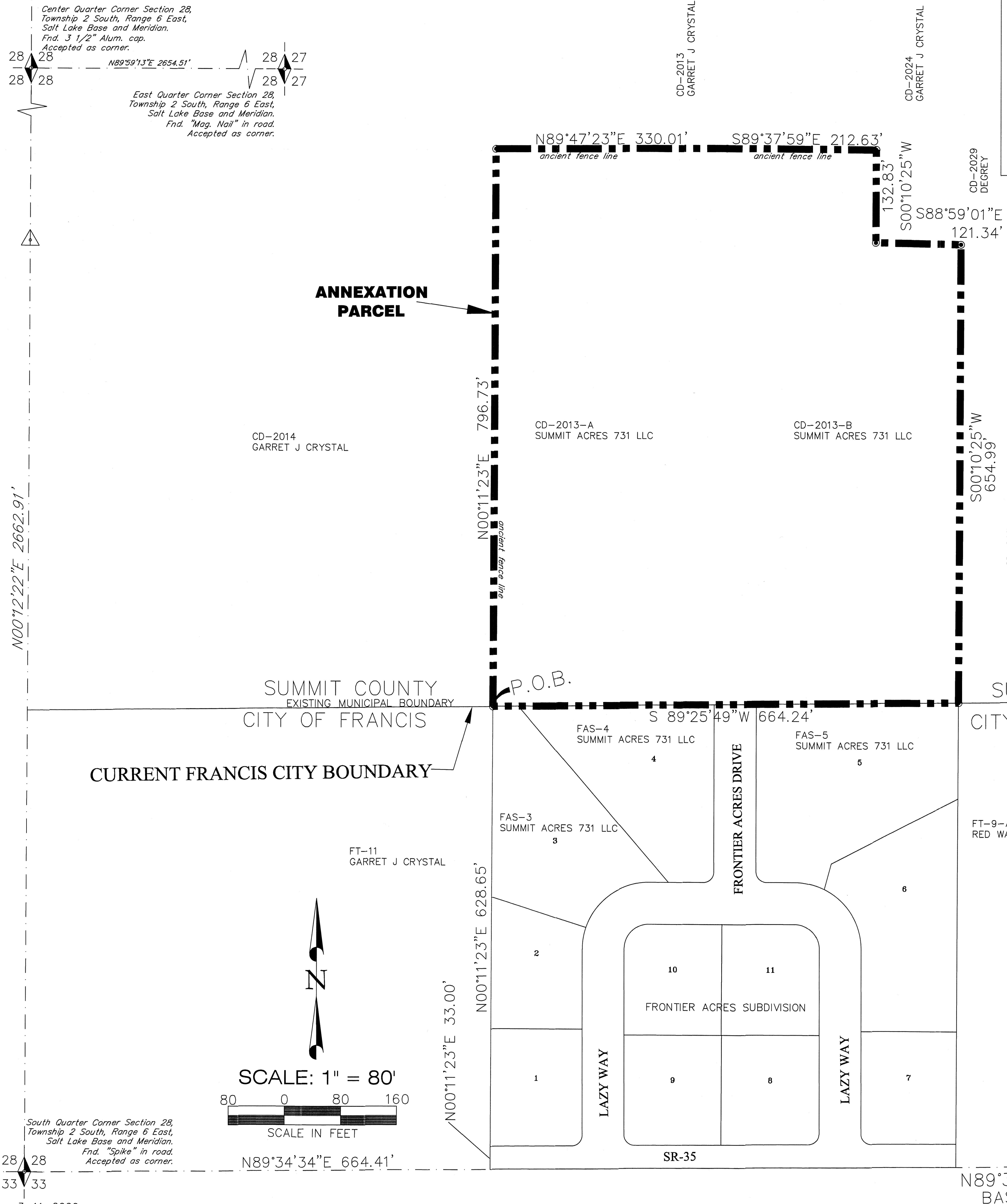
THIS IS TO CERTIFY THAT WE, A LEGISLATIVE BODY OF THE CITY OF FRANCIS, HAVE RECEIVED A PETITION SIGNED BY A MAJORITY OF THE OWNERS OF THE TRACT SHOWN HEREON REQUESTING THAT SAID TRACT BE ANNEXED TO THE CITY OF FRANCIS, AND THAT A COPY OF THE ORDINANCE HAS BEEN PREPARED FOR FILING HERewith ALL IN ACCORDANCE WITH THE UTAH CODE ANNOTATED 10-2-801 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 13th DAY OF November, 2025

<i>Colin J. ...</i>	03/12/2026
SIGNATURE FRANCIS CITY MAYOR	DATE
<i>Suzanne Gillett</i>	03/12/2026
ATTY FRANCIS CITY RECORDER	DATE
<i>Brad ...</i>	3/13/2026
SIGNATURE FRANCIS CITY ATTORNEY	DATE
<i>SAH ...</i>	3/12/26
SIGNATURE FRANCIS CITY ENGINEER	DATE

ADDITION TO THE CORPORATE LIMITS
 OF
 THE CITY OF FRANCIS
 SUMMIT COUNTY
 STATE OF UTAH

COUNTY RECORDERS NO. _____
 STATE OF UTAH, COUNTY OF SUMMIT
 RECORDED AND FILED AT THE REQUEST OF _____
 DATE: _____ DAY OF _____ 20____
 TIME: _____ FEE: _____ BOOK: _____ PAGE: _____
 COUNTY RECORDER



SURVEYOR OF RECORD:

Boundary Consultants
 Professional Land Surveyors
 5554 West 2425 North, Hooper, Utah
 801-792-1569
 dave@boundaryconsultants.biz

PROJECT ENGINEER:

GATEWAY CONSULTING, inc.
 P.O. BOX 951005 SOUTH JORDAN, UT 84095
 PH: (801) 694-5848
 paul@gatewayconsultingllc.com

CIVIL ENGINEERING • CONSULTING • LAND PLANNING
 CONSTRUCTION MANAGEMENT

Southeast Corner Section 28,
 Township 2 South, Range 6 East,
 Salt Lake Base and Meridian.
 Fnd. "Mag. Nail" in road.
 Accepted as corner.

N89°34'34"E 2657.59'
 BASIS OF BEARING