

STATE OF UTAH



OFFICE OF THE LIEUTENANT GOVERNOR

CERTIFICATE OF ANNEXATION

I, SPENCER J. COX, LIEUTENANT GOVERNOR OF THE STATE OF UTAH, HEREBY CERTIFY THAT there has been filed in my office a notice of annexation from FRANCIS CITY, dated April 12, 2019, complying with Section 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 FRANCIS CITY, 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 25<sup>th</sup> day of June 2019 at Salt Lake City, Utah.



Handwritten signature of Spencer J. Cox in black ink.

SPENCER J. COX  
Lieutenant Governor

**ENTRY NO. 01113821**

07/09/2019 12:27:19 PM B: 2516 P: 1406

Certificate PAGE 1/22

RHONDA FRANCIS, SUMMIT COUNTY RECORDER

FEE 0.00 BY FRANCIS CITY





**NOTICE OF IMPENDING BOUNDARY ACTION  
STEWART RANCH SUBDIVISION**

April 12, 2019

To the Lieutenant Governor, State of Utah:

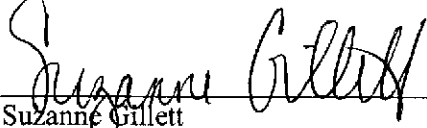
I am the City Recorder of Francis City. I am submitting this Notice of Impending Boundary Action regarding the Stewart Ranch Annexation. This annexation was accomplished by Ordinance 2019-02 which ordinance was passed by the Francis City Council on April 11, 2019.

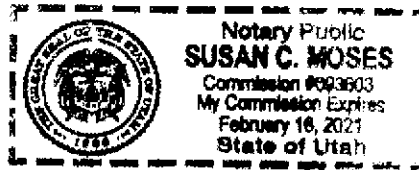
I hereby certify that all legal requirements applicable to this boundary action have been met.

Enclosed are (1) a copy of Ordinance 2019-02 and (2) a copy of the approved final local entity plat.

Please contact me at (435) 783-6236 if you have any questions.

Signed:

  
Suzanne Gillett  
Francis City Recorder  
2317 So. Spring Hollow Rd.  
Francis, Utah 84036



STATE OF UTAH            )  
  ss:  
COUNTY OF SUMMIT    )

Subscribed and sworn to before me on this 24 day of April, 2019 by  
Suzanne Gillett.

  
NOTARY PUBLIC



**FRANCIS CITY**

**ORDINANCE NO. 2019-02**

**WHEREAS**, Title 10, Chapter 2 Part 4 of the Utah Code authorizes a municipality to annex unincorporated areas into the municipality; and

**WHEREAS**, on October 26, 2015 a petition was filed with Francis City to annex approximately 145.79 acres of land known as the Stewart Ranch Annexation into Francis city; and

**WHEREAS**, the City has reviewed the annexation petition and has verified that it meets all applicable legal requirements; and

**WHEREAS**, on January 24<sup>th</sup>, 2019 the Francis City Council held a duly-noticed public hearing to receive public input on the proposed annexation; and

**WHEREAS**, the Francis City Council finds it desirable and in the public interest to approve the proposed annexation at this time, subject to the conditions of an annexation agreement that has been prepared; and

**WHEREAS**, the City Council voted to annex the Stewart Ranch Development Property by motion during the March 28, 2019 City Council Meeting; and

**WHEREAS**, inadvertently, that motion did not include all of the parcels that were included and intended to be annexed as stated in the Annexation Petition; and

**WHEREAS**, the City Council desires to clarify its intent on that Motion from the March 28, 2019 City Council Meeting, thus necessitating this Ordinance.

**NOW THEREFORE**, be it hereby ordained by the Francis City Council as follows:

Section 1. The real property described in Section 2 below is the corrected property description intended to be annexed into Francis City, Utah, and the corporate limits of the city are hereby extended immediately following acceptance and approval of the Stewart Ranch Development Agreement.

Section 2. The real property subject to this Ordinance is described as follows:

ANNEXATION PARCEL

BEGINNING AT A POINT THAT IS N 00°29'26" W 200.00 FEET FROM THE SOUTH ¼ SECTION CORNER OF SECTION 34, TOWNSHIP 2 SOUTH, RANGE 6 EAST, SLB&M; THENCE N 00°29'26" W 442.15 FEET, THENCE S89°42'37" W 1,329.87', THENCE S 89°42'37"W 670.09 FEET; THENCE N 00°24'05" W 669.40 FEET; THENCE S 89°57'56" E 669.99 FEET; THENCE S 89°57'56" E 1,325.89 FEET; THENCE N 59°00'41" E 1,395.44 FEET; THENCE N 67°51'02" W 209.29 FEET TO A POINT ON A 988.37' RADIUS CURVE TO THE RIGHT; THENCE ALONG ARC OF SAID CURVE 224.41 FEET THROUGH A DELTA OF 13°00'33" (CHORD BEARS N 61°19'21" W 223.93 FEET); THENCE N 54°50'15" W 800.84 FEET; THENCE N89°37'20"E 2,498.53 FEET TO THE EAST 1/4 CORNER SECTION 34 TOWNSHIP 2 SOUTH, RANGE 6 EAST SLB&M; THENCE S 00°22'17" E 1,345.62 FEET; THENCE S 83°10'48" W 716.69 FEET TO A POINT ON A NON-TANGENT 1,146.28' RADIUS CURVE TO THE RIGHT; THENCE ALONG ARC OF SAID CURVE 65.38 FEET THROUGH A DELTA OF 03°16'04" (CHORD BEARS S 16°40'10" E 65.37 FEET); THENCE S 15°02'08" E 428.12 FEET TO A POINT ON A 573.69' RADIUS CURVE TO THE LEFT, THENCE ALONG ARC OF SAID CURVE 194.24 FEET THROUGH A DELTA OF 19°23'58" (CHORD BEARS S 24°44'07" E 193.32 FEET); THENCE S 47°31'05" W 59.60 FEET; THENCE N 89°42'14" W 454.81 FEET; THENCE N 89°19'59" W 286.85 FEET; THENCE S 19°48'24" E 596.21 FEET TO A POINT ON THE EXISTING FRANCIS CITY BOUNDARY; THENCE S 00°01'09" E 56.17 FEET, THENCE S 89°58'51" W 1,558.65 FEET; THENCE N 01°03'07" W 51.83 FEET THENCE S 85°59'11" E 109.00 FEET; THENCE NORTH 207.63 FEET, THENCE WEST 110.49 FEET TO THE POINT OF BEGINNING. AREA INCLUDES 160.09 ACRES MORE OR LESS.

Section 3. The real property described in Section 2 above shall be classified as being in the AG-1 Zone, with a preference for the townhome concept within a conservation subdivision, pursuant to the Francis City Land Use Ordinance, and the official Zoning Map of Francis City shall be amended accordingly.

Section 4. The real property described in Section 2 above, and this Annexation Ordinance shall be subject to the Annexation Agreement adopted by the Francis City Council at the time of annexation.

Section 5. This Ordinance shall take effect as and when provided by Utah Code Title 10, Chapter 2, and Part 4.

**PASSED AND ADOPTED** by the Francis City Council this 11<sup>th</sup>, day of April 2019.

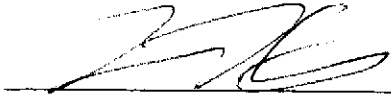
	Aye	Nay
Mayor Ames	X	
Councilmember Cox	X	
Councilmember Crittenden	X	

Councilmember Forman

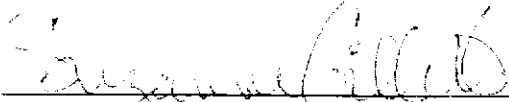
Councilmember Fryer

X  
X

APPROVED:

  
\_\_\_\_\_  
Mayor Byron Ames

ATTEST:

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

City Seal

FEE EXEMPT  
UTAH CODE ANNOTATED § 11-13-102

**ANNEXATION AGREEMENT  
FOR THE  
STEWART RANCH 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 STEWART RANCHES LLC, a Utah limited liability company and STEWART FIELDS LLC, a Utah limited liability company 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 October 26, 2015, and the owners of the parcels of land located in Summit County, Utah bearing Summit County tax identification number CD-2123, CD-2125, CD-2124, CD-2123-A, CD 2132-A, CD-2115 and CD 2118-A (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. Developers are the owners of certain real property described on “Exhibit B” attached hereto and incorporated herein by reference, which property is proposed for annexation to Francis City and is hereinafter referred to as “the Annexation Property”.

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

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

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

F. The City’s governing body has authorized execution of this Agreement by Resolution No. 2019-2, 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 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 Developers agree, understand and acknowledge that this Agreement is for the annexation of the Development Parcels within the Annexation Property. Further, the City and Developers agree and understand that this Agreement shall be a covenant running with the Development Parcels and shall bind any future owners, heirs, or assigns.

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

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

V. **General Provisions.**

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

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

themselves, the Development Parcels, 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-2123, CD-2125, CD-2124, CD-2123-A, CD 2132-A, CD-2115 and CD 2118-A. 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 130.68 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-1 and must comply with recently adopted City of Francis Conservation Subdivision Ordinance.

**IX. Conditions of Annexation.**

**A. Developers' Obligations.**

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

1. Water.

a. In order to conduct development on the Development Parcels, Developers 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 Developers' own expense.

b. At the time of commencement of development, Developers (or Developers' affiliate(s), as applicable) will supply and dedicate sufficient water rights to the Development 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. Developers agree 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 Developers.

d. Developers agree 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 Developers.

e. Install a 10" water line, consistent with City standards, from the development to 1000 East.

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

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

d. All street connections to County roads will meet both City and County road standards.

e. Widen Gines Lane pavement section from Project intersection with Gines Lane to State Highway 35.

f. Internal Street Typical Sections to be modified per the Circulation Plan. See Exhibit "D".

g. All trails will be public.

3. Sewer.

a. In order to conduct development on the Development Parcels, Developers 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 Developers' own expense.

b. Install an 8" sewer line, consistent with City standards, from the development to 1000 East.

4. Additional Requirements Applicable to Developers.

a. Prior to obtaining approval for any project located on the Development Parcels, Developers shall submit and obtain City approval of a plan to provide for safe and adequate storm water drainage at Developers' expense, throughout the Development Parcels.

b. Developers 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. Developers will submit a conforming application for a subdivision on the Development Parcels. Within the confines of the Annexation Property, the subdivision will consist of no more than 146 (one hundred forty six) lots on approximately 130.68 acres, as shown on the concept plans submitted to the City for review during the annexation process. See Exhibit "C". Development approval of the proposed project will be governed by all standard City ordinances and policies, unless explicitly modified by this Agreement.

d. Developers and Developers' successors and assigns agree to pay the City for the City's costs incurred in creating this Annexation Agreement and in reviewing and processing the Annexation Petition and any application(s) for development on the Development 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 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.

Notwithstanding anything contained in this Agreement, the City reserves the right to require Developers to execute and comply with a separate and mutually acceptable development agreement in order to develop the Development Parcels, 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 Stewart Ranch Annexation, the City will:

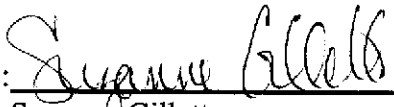
1. Annex approximately 130.68 acres known as the Stewart Ranch Annexation into the City.
2. Zone the Annexation Parcels as/into AG-1 (Agricultural One Acre Zone)
3. Receive, review and consider approval of a subdivision on the Development Parcels in accordance with City zoning restrictions.
4. Once the subdivision is approved, provide municipal services to the Development Parcels within the Stewart Ranch Annexation, in accordance with City standards.


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 18<sup>th</sup> day of June, 2019.

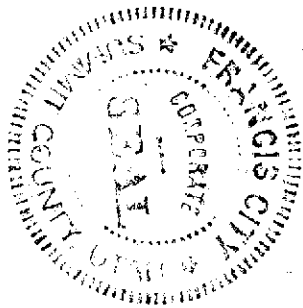
CITY OF FRANCIS  
a Utah Municipal Corporation

ATTEST:

By (signature):   
Suzanne Gillett  
City Recorder

By (signature):   
Byron Ames  
Mayor

Seal:



APPROVED AS TO FORM:

By (signature):   
City Attorney

The terms of this Annexation Agreement are agreed to by:

STEWART RANCHES LLC,  
a Utah limited liability company

By: [Signature]  
Name: Douglas Anderson  
Its: Manager

STEWART FIELDS LLC,  
a Utah limited liability company

By: [Signature]  
Name: Douglas Anderson  
Its: Manager

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

The foregoing instrument was acknowledged before me this 18 day of June,  
2019 by Douglas K Anderson, whose identity was proven to me by satisfactory evidence.



[Signature]  
NOTARY PUBLIC

Exhibit "A"

Development Parcels Description

Parcel CD 2118-A

This Notice of Assignment of Beneficial Interest affects the property located in Summit County,  
State of Utah, described more specifically as follows:

COMMENCING AT A POINT 40 RODS NORTH OF THE SOUTHWEST CORNER OF THE  
SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 34; TOWNSHIP  
2 SOUTH; RANGE 6 EAST; SALT LAKE BASE AND MERIDIAN; AND THENCE NORTH  
40 RODS THENCE EAST 80 RODS; THENCE SOUTH 40 RODS; THENCE WEST 80 RODS  
TO THE PLACE OF BEGINNING. (Tax Serial No. CD-2118-A).

Dated: April 23, 2018

Charles O. Stewart  
CHARLES O. STEWART



PARCEL 1

BEING SITUATED IN SOUTHEAST QUARTER OF SECTION 34; TOWNSHIP 2 SOUTH; RANGE 6 EAST; SALT LAKE BASE AND MERIDIAN; AND COMMENCING AT A POINT THAT IS 61 RODS WEST OF THE SOUTHEAST CORNER OF SAID SECTION 34, AND RUNNING THENCE NORTH 37 RODS 10 FEET; THENCE EAST 46 RODS 1 FEET, MORE OR LESS TO A POINT IN THE CENTER OF THE PUBLIC HIGHWAY; THENCE IN THE NORTHWESTERLY DIRECTION ALONG THE CENTER OF SAID HIGHWAY TO A POINT THAT IS 43 RODS 7 FEET WEST OF THE NORTHEAST CORNER OF THE SE 1/4 SE 1/4 OF SAID SECTION 34; THENCE EAST 43 RODS 7 FEET; THENCE NORTH 80 RODS TO THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 34; THENCE WEST 150 RODS, MORE OR LESS TO A POINT 10 RODS EAST OF THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 34; THENCE IN A SOUTHEASTERLY DIRECTION 44 RODS TO A POINT THAT IS NORTH 89° EAST 87.98 RODS AND NORTH 86°16' WEST 31.317 RODS OF A POINT THAT IS SOUTH 2.66 RODS FROM THE SOUTHWEST CORNER OF THE NW 1/4 SE 1/4 OF SAID SECTION 34; THENCE SOUTH 56°16' EAST 31.517 RODS; THENCE SOUTH 59° WEST 87.98 RODS; THENCE SOUTH 77.34 RODS, MORE OR LESS, TO THE SOUTH QUARTER CORNER OF SAID SECTION 34; THENCE EAST 99 RODS, MORE OR LESS TO THE PLACE OF BEGINNING.

CD-2123

EXCEPTING THEREFROM ANY PORTION LYING WITHIN THE BOUNDS OF STATE ROAD 35.

ALSO EXCEPTING THEREFROM ANY PORTION OF THE ABOVE DESCRIBED PROPERTY LYING WITHIN THE BOUNDS OF HANSEN SUBDIVISION ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE SUMMIT COUNTY RECORDER'S OFFICE.

ALSO EXCEPTING THEREFROM THE FOLLOWING:

COMMENCING AT THE SOUTH ONE QUARTER CORNER OF SECTION 34; TOWNSHIP 2 SOUTH; RANGE 6 EAST; SALT LAKE BASE AND MERIDIAN; THENCE NORTH ALONG A FENCE LINE 571.09 FEET; THENCE SOUTH 54°26'41" EAST ALONG A FENCE LINE 983.59 FEET; THENCE NORTH 89°58'20" WEST ALONG A FENCE LINE 800.54 FEET TO THE POINT OF BEGINNING.

PARCEL 2

BEGINNING AT THE SOUTHEAST CORNER OF SECTION 34; TOWNSHIP 2 SOUTH; RANGE 6 EAST; SALT LAKE BASE AND MERIDIAN; THENCE NORTH 89°46'31" WEST 1006.50 FEET ALONG THE SOUTH LINE OF SAID SECTION 34; THENCE LEAVING SAID SECTION LINE NORTH 00°13'28" EAST 357.32 FEET A POINT ON AN EXISTING FENCE LINE; SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE LEAVING SAID FENCE LINE NORTH 00°13'29" EAST 63.18 FEET; THENCE SOUTH 89°46'31" EAST 448.69 FEET TO THE UTAH STATE ROUTE 35 RIGHT OF WAY FENCE; THENCE CONTINUING ALONG SAID FENCE SOUTH 21°53'12" EAST 58.29 FEET TO A FENCE CORNER; THENCE LEAVING SAID RIGHT OF WAY FENCE LINE AND ALONG AN EXISTING FENCE SOUTH 47°55'10" WEST 19.16 FEET TO A FENCE CORNER; THENCE CONTINUING ALONG SAID FENCE LINE NORTH 89°18'29" WEST 456.47 FEET TO THE POINT OF BEGINNING.

CD-2115

PARCEL 3:

BEGINNING AT A REBAR AND CAP MARKING THE ACCEPTED 51/16 SECTION CORNER OF SECTIONS 34 AND 35 IN TOWNSHIP 2 SOUTH, RANGE 6 EAST OF THE SLE&M AND WHICH POINT OF BEGINNING IS AT A CORNER OF FENCES EXTENDING NORTH, SOUTH AND WESTERLY; THENCE ALONG A DECADES OLD FENCE LINE 583°10'48"W 674.92 FEET TO THE EASTERLY RIGHT-OF-WAY (ROW) OF STATE HIGHWAY 35; THENCE ALONG THE EAST ROW N15°40'23"W 35.52 FEET; THENCE N17°44'28"W 47.00 FEET MORE OR LESS TO THE E-W CENTERLINE OF THE SE 1/4 SECTION 34; THENCE LEAVING SAID ROW RUNNING ALONG THE E-W CENTERLINE OF THE SE 1/4 (1/16TH SECTION LINE) N89°5'40"E 694.06 FEET TO THE POINT OF BEGINNING.

CD 2132A

BASIS OF BEARING IS THE UTAH STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NAD 27.



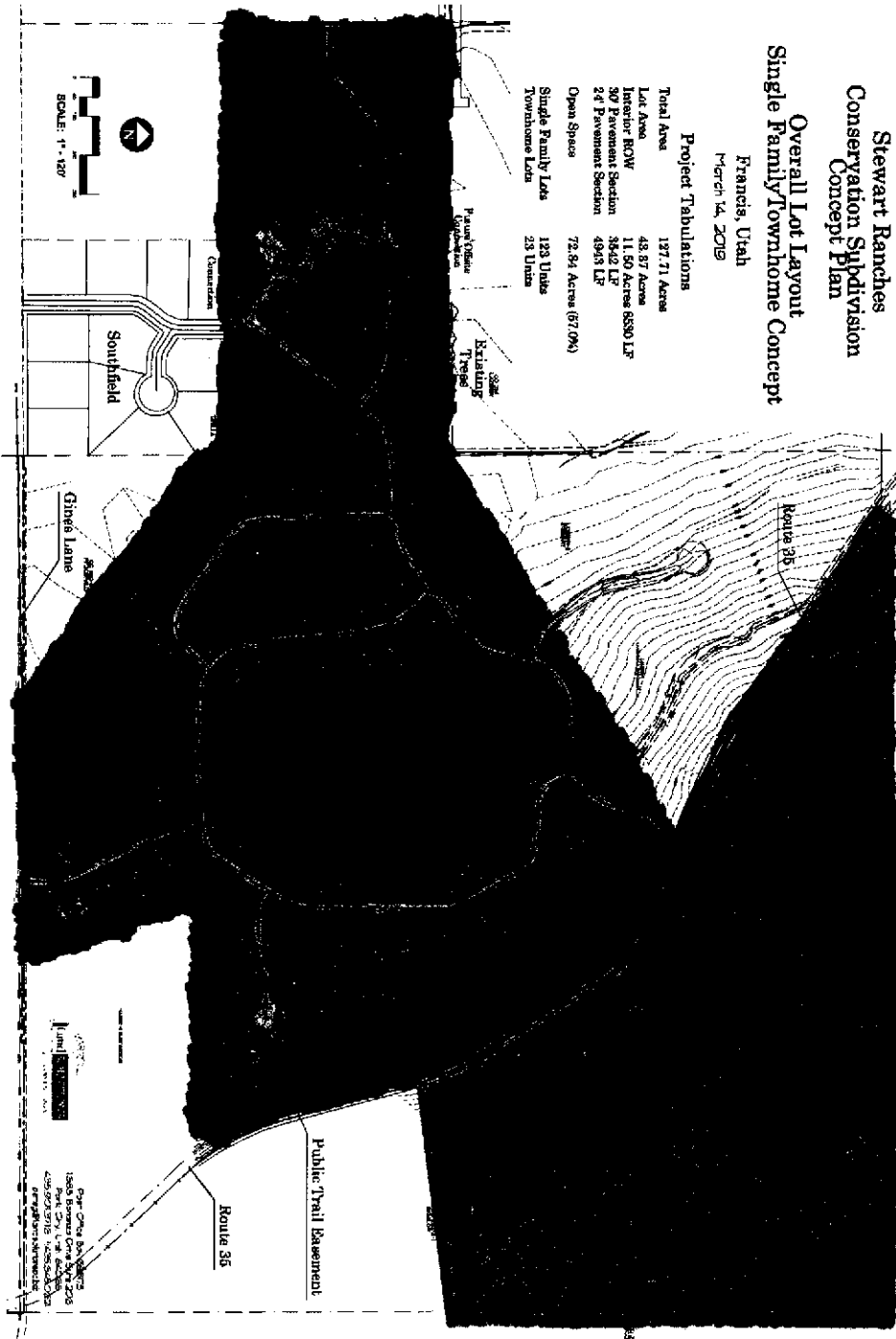
Annexation Boundary Legal Description

ANNEXATION PARCEL

BEGINNING AT A POINT THAT IS N 00°29'26" W 200.00 FEET FROM THE SOUTH ¼ SECTION CORNER OF SECTION 34, TOWNSHIP 2 SOUTH, RANGE 6 EAST, SLB&M; THENCE N 00°29'26" W 442.15 FEET, THENCE S89°42'37" W 1,329.87', THENCE S 89°42'37" W 670.09 FEET; THENCE N 00°24'05" W 669.40 FEET; THENCE S 89°57'56" E 669.9 FEET; THENCE S 89°57'56" E 1,325.89 FEET; THENCE N 59°00'47" E 1,395.44 FEET; THENCE N 67°51'02" W 209.29 FEET TO A POINT ON A 988.37' RADIUS CURVE TO THE RIGHT; THENCE ALONG ARC OF SAID CURVE 224.41 FEET THROUGH A DELTA OF 13°00'33" (CHORD BEARS N 61°19'21" W 223.93 FEET); THENCE N 54°50'15" W 800.84 FEET; THENCE N89°37'20"E 2,498.53 FEET TO THE EAST 1/4 CORNER SECTION 34 TOWNSHIP 2 SOUTH, RANGE 6 EAST SLB&M; THENCE S 00°22'17" E 1,345.62 FEET; THENCE S 83°10'48" W 716.69 FEET TO A POINT ON A NON-TANGENT 1,146.28' RADIUS CURVE TO THE RIGHT; THENCE ALONG ARC OF SAID CURVE 65.38 FEET THROUGH A DELTA OF 03°16'04" (CHORD BEARS S 16°40'10" E 65.37 FEET); THENCE S 15°02'08" E 428.12 FEET TO A POINT ON A 573.69' RADIUS CURVE TO THE LEFT, THENCE ALONG ARC OF SAID CURVE 194.24 FEET THROUGH A DELTA OF 19°23'58" (CHORD BEARS S 24°44'07" E 193.32 FEET); THENCE S 47°31'05" W 59.60 FEET; THENCE N 89°42'14" W 454.81 FEET; THENCE N 89°19'59" W 286.85 FEET; THENCE S 19°48'24" E 596.21 FEET TO A POINT ON THE EXISTING FRANCIS CITY BOUNDARY; THENCE S 00°01'09" E 56.17 FEET, THENCE S 89°58'51" W 1,558.65 FEET; THENCE N 01°03'07" W 51.83 FEET THENCE S 85°59'11" E 109.00 FEET; THENCE NORTH 207.63 FEET, THENCE WEST 110.49 FEET TO THE POINT OF BEGINNING. AREA INCLUDES 160.09 ACRES MORE OR LESS.

# Exhibit "C"

## Stewart Ranch Concept Plan



# Exhibit "D" Stewart Ranch Circulation Plan

