

**MINUTES OF THE HUNTSVILLE TOWN
PLANNING COMMISSION MEETING**

MEETING DATE: April 23rd 2026
PLACE: Huntsville Town Hall
 7474 E 200 S, Huntsville Utah
TIME: 6:30 p.m.

NAME	TITLE	STATUS
Jeff Larsen	Chairman	Present
Liz Poulter	Planning Commissioner	Present
Brent Ahlstrom	Planning Commissioner	Present
William Vandertooleen	Planning Commissioner	Present
Sandy Hunter	TC Liaison	Present
Shannon Smith	Town Clerk	Present
Bill Morris	Town Attorney	Excused

Citizens:

1-Roll call: Chairman Larsen welcomed all who are attending the meeting.

2-Approval of minutes for Planning Commission meeting March 26th 2026.
 (See Attachment #1)

PCM Poulter motioned to approve the amended minutes from March 26th 2026. PCM Ahlstrom seconded the motion. All votes Aye. Motion passes. Votes are reflected below.

<u>VOTES:</u>	
<u>AYES:</u>	Chairman Larsen Commissioner Poulter Commissioner Ahlstrom Commissioner Vandertooleen
<u>NAYS:</u>	

3- Discussion and/or actions on Land Use Permit for Wooten Pool 6928 E 200 S, Parcel #240160013 (See Attachment #2)

Chairman Larsen discussed the pool/coverage issue. The PC might want to look into adding verbiage to the code that would include pools in the total coverage of the property. PC Poulter had concerns about the landscaping shown on the plan. The PC wanted to make sure that any landscaping plan followed Town code for the PUE area. Sandy referenced 8.4 of Town code.

PC Ahlstrom motioned to approve Land Use Permit for Wooten Pool 6928 E 200 S, Parcel #240160013. PCM Vandertoolen seconds the motion. All votes Aye, Motions passes. Votes are reflected below.

<u>VOTES:</u>	
<u>AYES:</u>	Chairman Larsen Commissioner Poulter Commissioner Ahlstrom Commissioner Vandertoolen
<u>NAYS:</u>	

4- Discussion and/or action on Land Use Permit for Sage lot 12, 423 S 7900 E, Parcel # 211770012 (See Attachment #3)

Representatives where present to speak on behalf of the project. The PC reviewed the site plan. The topic of setbacks from streams and wetlands were discussed. The PC specified that all dirt and construction debris should stay within the buildable area/envelope. The frontage and setbacks were clarified. PC Poulter asked about the building height. The PC specified that the height limit was 35 feet per town code.

PCM Ahlstrom motioned to approve the Land Use Permit for Sage lot 12, 423 S 7900 E., Parcel # 211770012, with the specification on the max height being 35 feet. PCM Vandertoolen seconded the motion. All Votes Aye. Votes are reflected below.

<u>VOTES:</u>	
<u>AYES:</u>	Chairman Larsen Commissioner Poulter Commissioner Ahlstrom Commissioner Vandertoolen
<u>NAYS:</u>	

5-Discussion and/or action of Land Use Permit for New build and accessory building, Dave Booth Parcel # 241170004 (See Attachment #4)

Dave was present to speak on behalf of his project. Dave commented that one of the round buildings will be his home and the second will be an accessory building. Chairman Larsen questioned the change in direction with the plan that is being presented today and the mixed use plan that he had previously discussed with the PC. Dave commented that he still desires to move forward with the mixed use he is just waiting on the Town to develop the Zone he needs to move forward. At this time he would like permission to build the buildings submitted, then add on in the future when it is allowable for the Town.

Dave stated that if the Town was close to having guidelines for mixed use then he is happy to wait. TCM Hunter commented that the mixed Zone is being worked on. TCM Hunter commented that Dave might run into problems later if he builds these residential units on the

property he later hopes to turn into mixed use. TCM Hunter commented that July might be the time frame that the Town is looking at.

PMC Vandertooleen motioned to table the Land Use Permit for New build and accessory building, Dave Booth Parcel # 241170004. PCM Larsen seconded the motion. All Votes Aye. Motion Passes. Votes are reflected below.

VOTES:	
AYES:	Chairman Larsen Commissioner Poulter Commissioner Ahlstrom Commissioner Vandertooleen
NAYS:	

6- Discussion and/or action of Land Use Permit for New home build Sage Lot 9, 484 S 7900, Parcel #211770009 (See Attachment #5)

The homeowners were present to speak on behalf of the project. He commented that the house is 28 feet above finished grade. The setbacks were discussed. PCM commented that the Town measures from Natural grade. The home owner commented that he will be less then 35 feet in height. PCM Poulter commented that run off should be controlled on property and not run into the wetlands area.

PCM Ahlstrom motion to approve the Land Use Permit for New home build Sage Lot 9, 484 S 7900, Parcel #211770009. PCM Poulter seconded the motion. All Votes Aye. Motion Passes. Votes are reflected below.

VOTES:	
AYES:	Chairman Larsen Commissioner Poulter Commissioner Ahlstrom Commissioner Vandertooleen
NAYS:	

7- Discussion on Development agreement for Powder Mountain

Chairman Larsen commented on the status of the DA in relation to the other items that pertain to the Powder Landing Project. PCM Vandertooleen commented that he found the some of the language in the DA “interesting” and was unsure of the intent. Several PC members agreed. Resident Tommy Christy, who has been working with Powder through this process, was asked to comment on the DA. Mr. Christy spoke to the community development agreement that is still in the discussion stages but will be a separate document that the Town approves. This agreement

is meant to mitigate some of the impact that Powder landing has on the Town. It will be transportation related.

The PC took issue with recommending the DA for approval without an understanding of what the community development agreement will look like and/or address. Beckki explained why these need to be separate documents that reference each other but are not bound together.

TCM Hunter questioned the amplified music issue, she wanted to know if Powder Mtn was agreeable to not having regular amplified music. Sandy was interested in including wordage in the DA that spoke to limiting amplified music. She commented that the neighbors spoke about this issue and it has been a concern.

Chairman Larsen suggested that the PC come back to this after a deeper review of this document and discuss all necessary details in a scheduled work session. Shannon commented that this DA will be scheduled for public hearing at the next PC meeting, on May 20th. Chairman Larsen requested that a draft of the community development agreement be available for the PC at the time of the work session so they can better understand how it will address the impact to the town. Beckki commented that work on that has not yet been started but that the staff can try and have something available.

Mr. Christy commented that Powder is discussing making some positive impacts to the town, he wanted to let that be known.

8- Discussion on Development agreement for McKay Meadows

Matt McKay was present in person and had Steve Starks on the phone. The DA here was drafted to address several issues that the original DA did not. One was the replacement of the trees along 1st street that had been removed, with Town permission. There was an agreement that these would be replaced and the Town thought it important to include this in the DA. There was also some discussion on extending the bike path. PCM Vandertooleen suggested some rewording on the placement of the trees.

TCM Hunter addressed the issue with the wording of the private road or driveway. TCM Hunter compared this development to the Sage subdivision in the way that the Town required a 66 foot wide road to run through the subdivision. She has concerns with allowing the access with the way DA is implying. Shannon clarifies that the terms private road vs. private driveway and it was discussed what the frontage for the lots, excluding the flag lot. The DA wording implies granting frontage off the private drive. TCM Hunter has an issue with this allowance, and is concerned about the precedent it sets. She went on to read the wording that was included for the Sage development. Matt commented on the access and there was discussion and clarification on what is allowable for access. TCM Hunter stated that the Town cannot allow the DA to allow for a private road or driveway to allow access for other parcels because the Town has told other developers in the past that is not allowable.

PCM Larsen summarized what TCM Hunter has said. Beckki questioned if the Town would be open to allowing the Starks to develop an public alleyway to allow access. Matt McKay spoke

that it is not an option to make a public road on this land. Steve Starks commented that he is open to seeing the language the Town is referring to but that they would rather make other accommodations on the property rather than include a public road or right of way on private property.

9- Sandy's TC Updates

Discussion on the new cemetery, as well as the paving of the access.

10-Public Comment. There were none.

11-Chairman's Remarks.

Chairman Larsen had a few ideas he listed for the PC to work on. He also thanked the PC for all input given. He also commented on communication between groups in the Town and making that flow easier for all. Larsen also let the PC know that Beckki is working on moving the Town Code to a new platform that is linked with the Town website.

12-Motion to adjourn.

Chairman Laaen made a motion to adjourn the meeting. PCM Poulter seconded the motion. All votes Aye. Motion Passes.

Meeting is adjourned at 8:40 p.m.



Shannon Smith, Clerk

MINUTES OF THE HUNTSVILLE TOWN PLANNING COMMISSION MEETING

MEETING DATE: March 26th 2026
PLACE: Huntsville Town Hall
7474 E 200 S, Huntsville Utah
TIME: 6:30 p.m.

NAME	TITLE	STATUS
Jeff Larsen	Chairman	Excused
Liz Poulter	Planning Commissioner	Present
John Henderson	Planning Commissioner	Excused
Brent Ahlstrom	Planning Commissioner	Present
William Vandertooleen	Planning Commissioner	Present
Sandy Hunter	TC Liaison	Present
Shannon Smith	Town Clerk	Present
Bill Morris	Town Attorney	Excused

Citizens:

1-Roll call: Acting Chair Poulter welcomed all who are attending the meeting.

2-Approval of minutes for Planning Commission meeting February 26th 2026.
(See Attachment #1)

Liz passed on corrections to Shannon

PCM Ahlstrom motioned to approve the amended minutes from February 26th 2026. PCM Vandertooleen seconded the motion. All votes Aye. Motion passes. Votes are reflected below.

<u>VOTES:</u>	
<u>AYES:</u>	Commissioner Poulter Commissioner Ahlstrom Commissioner Vandertooleen
<u>NAYS:</u>	

3- Discussion and/or action of Land Use Permit for new home build-King, 7643 E 500 S, Parcel # 24-009-0004. (See Attachment #2)

Lon King was present to speak on behalf of his building project. Frontage will be on 500 S. They are building a home and a detached garage. The frontage came into question and Lon stated that there will be entry points to the home towards both streets, due to the corner lot.

PC Ahlstrom motioned to recommend approval for Land Use Permit for new home build King, 7643 E 500 S, Parcel # 24-009-0004. PCM Vandertooleen seconds the motion. All votes Aye, Motions passes. Votes are reflected below.

<u>VOTES:</u>	
<u>AYES:</u>	Commissioner Poulter Commissioner Ahlstrom <u>Commissioner Vandertooleen</u>
<u>NAYS:</u>	

4-Discussion and/or action of Land Use Permit for new home build-Sage lot 8, 452 S 7900 E. Parcel # 21-177-0008 (See Attachment #3)

The builder was present to speak on behalf of the project. He builder was aware of the concerns with the home being on the edge of the buildable envelope as well as close to the wetland and they slightly repositioned the home to give a bit more leeway. Jared Anderson, the Town engineer, presented a letter of recommendation per the request of the PC. In this letter Jared stated he would recommend approval of the land use permit for lot 8 as presented with the stipulation that the property owner hire a surveyor to verify the footing of the home closest to the edge of the building envelope as to ensure the home is within the buildable area. The contractor would be responsible to submit this to the town.

PCM Poulter had concerns about dirt being placed outside the buildable envelope and encroaching into the wetlands area. She commented that any disruption to the area (ex: dirt) be contained in the buildable area. The builder agreed to move the structure 5 feet farther away (South) from the edge of buildable envelope to allow for more space for the construction process.

PC Ahlstrom motioned to recommend approval for Land Use Permit, with the changes/stipulations notes in the meeting, for new home build-Sage lot 8, 452 S 7900 E. Parcel # 21-177-0008. PCM Vandertooleen seconds the motion. All votes Aye, Motions passes. Votes are reflected below.

<u>VOTES:</u>	
<u>AYES:</u>	Commissioner Poulter Commissioner Ahlstrom <u>Commissioner Vandertooleen</u>
<u>NAYS:</u>	

5- Discussion on Concept Site plan for Parcel # 241170004, Dave Booth.(See Attachment #4)

Gina and Dave presented the concept for the project that are working on for the property listed. They are proposing mixed use for this land. They are wanting to build 2 buildings with commercial space below and living space above. They are also proposing 2 round buildings, one will be living space and the other will be a community space. PCM Vander Toolen had questions

about ownership and parcel ID structure for this property is concerned. The Town has a committee that is currently discussing and creating possible mixed use possibilities to add to the Ordinance. The business owners have expressed interest for mixed use in the Town. TCM Hunter explained what the Town is currently working on and moving towards.

Dave spoke to the septic question and the UDot issue.

6-Discussion and/or action on Land Use Permit revision/ renewal for Frei Porch addition, 160 S 6900 E., Parcel #240160022 (See Attachment #5)

There is an existing land use permit for this property. They are looking to expand the scope of the project, to make a complete wrap around porch. The PC doesn't see an issue with this permit.

PMC Poulter motioned to approve the Land Use Permit for Discussion and/or action of Land Use Permit revision/renewal for Frei Porch addition, 160 S 6900 E., Parcel #240160022. PCM Ahlstrom seconded the motion. All Votes Aye. Motion Passes. Votes are reflected below.

VOTES:	
AYES:	Commissioner Poulter Commissioner Ahlstrom Commissioner Vandertooleen
NAYS:	

7- Discussion and/or action on Land Use permit for Shaffer new home build, 145 N 6800 E, Parcel # 240170013- (See Attachment #6)

Matt McKay, the contractor, was present to speak on behalf of this project. Correction to the address was for the record. Setbacks were discussed. PCM Poulter referenced the lighting Ordinance.

PCM Ahlstrom motion to approve the Land Use Permit for Shaffer new home build, 145 N 6800 E, Parcel # 240170013. PCM Vandertooleen seconded the motion. All Votes Aye. Motion Passes. Votes are reflected below.

VOTES:	
AYES:	Commissioner Poulter Commissioner Ahlstrom Commissioner Vandertooleen
NAYS:	

8-Discussion and/or action on Land Use permit for Arroyo, rebuild of garage on existing foot print, 7633 E. 600 S., Parcel # 240180045 (See Attachment #6)

Santos and Annie were present to speak on behalf of their project. They desire to rebuild their garage on the existing footprint of the old building. The existing building is following apart and almost unusable, per the property owner. They are requesting to keep the existing footprint and rebuild the current one-story structure. As they need additional garage space to park in. The PC was in favor of the project, as long as it was in the existing footprint and a one-story building, as it is currently. Feb. 27

PCM Ahlstrom motion to approve the Land Use Permit for Arroyo, rebuild of garage on existing footprint, 7633 E. 600 S., Parcel # 240180045. PCM Vandertooleen seconded the motion. All Votes Aye. Motion Passes. Votes are reflected below.

VOTES:	
AYES:	Commissioner Poulter Commissioner Ahlstrom Commissioner Vandertooleen
NAYS:	

9-Discussion in Ordinance 2026.03.26; to amend Title 15.6.2

This Ordinance is presented to restrict recreational facilities on an R1 Lot without a single-family dwelling. Also proposed changes to the use table, adding references as per the ordinance. TCM Hunter commented that the wording as presented could use some fine tuning. The concern is a property owner comes to the Planning commission to build a accessory dwelling structure, or a temporary dwelling and then later builds a larger dewing unit on the property. What issues does that present and does that align with Town code. dwelling

PCM Ahlstrom is sympathetic in the finical stain of living in the area. And possibly building a smaller house is more accessible for some people, as well as making accommodations to have a second dwelling structure on a lot.

PCM Vandertooleen was more concerned with the recreational facility on a R1 lot, then the issue with the potential of a second dwelling on the property.

The issue of storing construction equipment on a residential lot was discussed. The thoughts were if the storage is minimal as well as temporary and did not disrupt the neighborhood, it was not as much a concern as if business was begun conducted on site and causing a disruption to the neighborhood. PCM Vandertoolen spoke on behalf of construction equipment being stored on personal property, but specified that rentals or doing business on property was a different issue. He proposed a CUP being an alternative to a blanket restriction. The PC was agreeable to this solution. *prop 2*

10-Sandy's TC Updates

TCM Hunter commented that Beckki is working on the definitions, Title 0 in the Town Code. PCM Vandertoolen agreed that some could be stricken if they conflicted with current code. The enforcement issue was a shared frustration with the PC.

11-Public Comment Lon King commended the PC for the work they do.

12-Chairman's Remarks. Liz Poulter suggested changing the meeting time to 6pm. Also she suggested adjusting or revising the height set back of 35 feet.

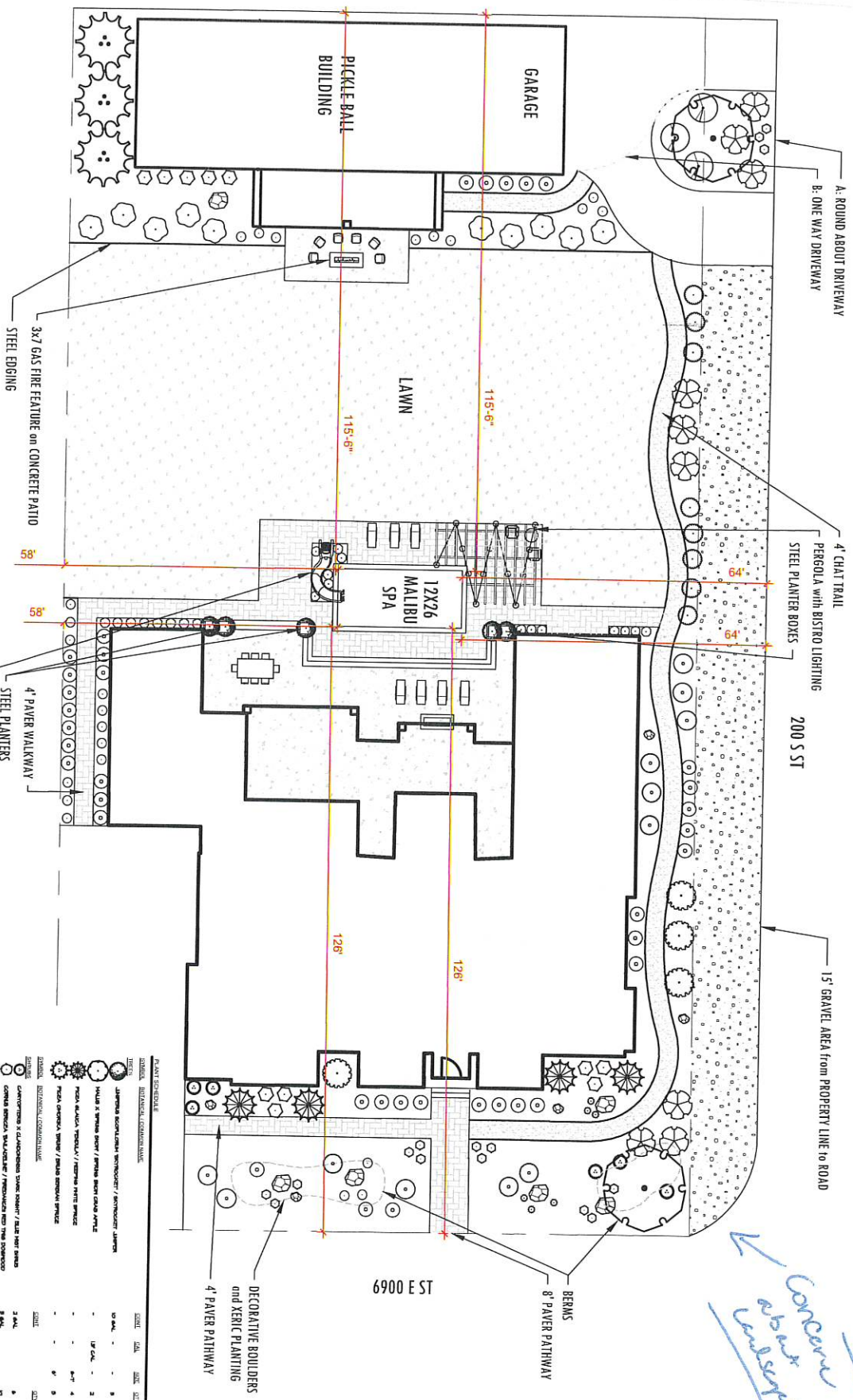
13-Motion to adjourn.

PCM Poulter made a motion to adjourn the meeting. PCM Vandertoolen seconded the motion. All votes Aye. Motion Passes.

Meeting is adjourned at 8:04 p.m.

Shannon Smith, Clerk

PC Meeting 4.23.24
 Atch # 2



8.4
 Concern
 on
 landscape

SYMBOL	DESCRIPTION	SCALE	DATE	BY
(Symbol)	LANDSCAPE SCHEDULE			
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(Symbol)	99. 4" PAVEMENT WALKWAY	1" = 1'	11.12.24	AV
(Symbol)	100. 8" PAVEMENT PATHWAY	1" = 1'	11.12.24	AV

1:10	CONCEPT LANDSCAPE PLAN PROPERTY OF VALLEY DESIGN BUILD. ANY USE OF THIS PROPERTY (WITHOUT WRITTEN CONSENT) FOR BIDDING OR INSTALLATION PURPOSES OUTSIDE OF VDB, IS PROHIBITED.		WOOTEN RESIDENCE 6298 E 200 S Huntsville, UT <i>6928</i>		DATE 11.12.24	DESIGN PROCESS INITIAL MEETING FIRST CONCEPT REDLINE FINAL DRAFT	
		SCALE: 1" = 20'0" 11X17 PAPER					



202 60030

LAND USE PERMIT

Huntsville Town Building Inspection
7309 E. 200 S.
P.O. Box 267, Huntsville, UT 84317
(801) 745-3420

\$150
Paid w/ permit

Tax ID # 240160013

Address of Structure 6923 E 200S (Wagonwheel)

Name & Address of Owner/Owners Wooten pool

The above described Site Plan has been reviewed for setback compliance by the Huntsville Town Planning Commission on: 4.23.2020

Set Backs Approved: Yes No

Any special stipulations and conditions of the Site Plan Review: _____

* talk to the contractor about landscaping in front
as per code 8.4

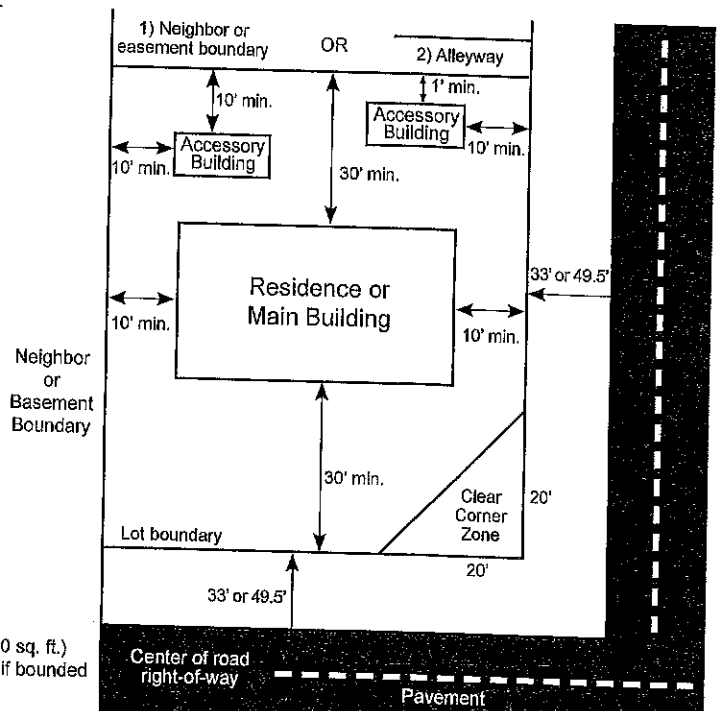
Huntsville Planning Commission Chairman

Property Owner Signature _____

"By signing this form, the applicant agrees that they understand that the Huntsville Town R-1 zone, which their lot is zoned, only allows for one single family dwelling on the lot. The applicant also agrees that they understand that if any changes to their site plan are made after the Land Use Permit is issued, that those changes must be approved by the Planning Commission."

- Minimum lot size = 0.75 acre (32,670 sq. ft.)
- Minimum width = 130 feet (120 feet if bounded by an alleyway)

Huntsville Town Residential Zone Setbacks





2020-05-13

LAND USE PERMIT

\$150

Huntsville Town Building Inspection
7309 E. 200 S.
P.O. Box 267, Huntsville, UT 84317
(801) 745-3420

Tax ID # 211770017

Address of Structure 423 S. 7900 E. (Sage lot 12)

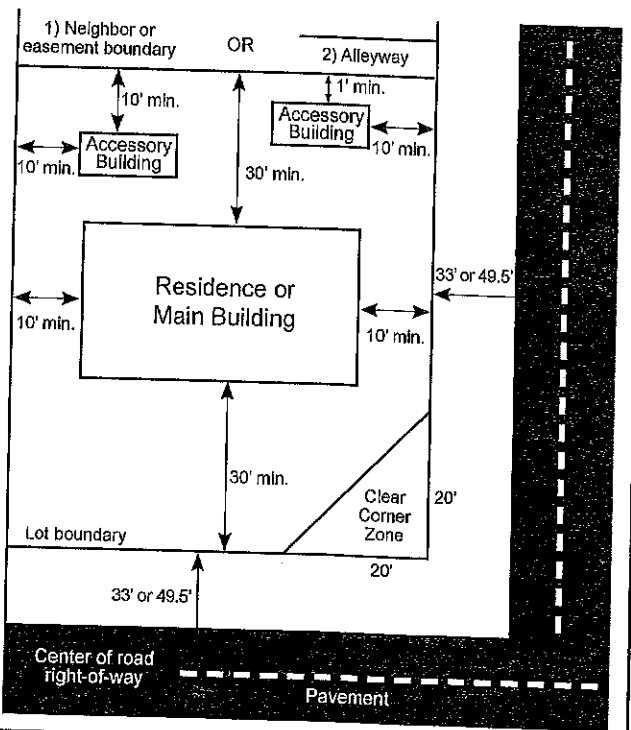
Name & Address of Owner/Owners Long

The above described Site Plan has been reviewed for setback compliance by the Huntsville Town Planning Commission on: 4-23-2020

Set Backs Approved: Yes No

Any special stipulations and conditions of the Site Plan Review: 35 feet max height

Huntsville Town Residential Zone Setbacks



Huntsville Planning Commission Chairman

Property Owner Signature _____

"By signing this form, the applicant agrees that they understand that the Huntsville Town R-1 zone, which their lot is zoned, only allows for one single family dwelling on the lot. The applicant also agrees that they understand that if any changes to their site plan are made after the Land Use Permit is issued, that those changes must be approved by the Planning Commission."

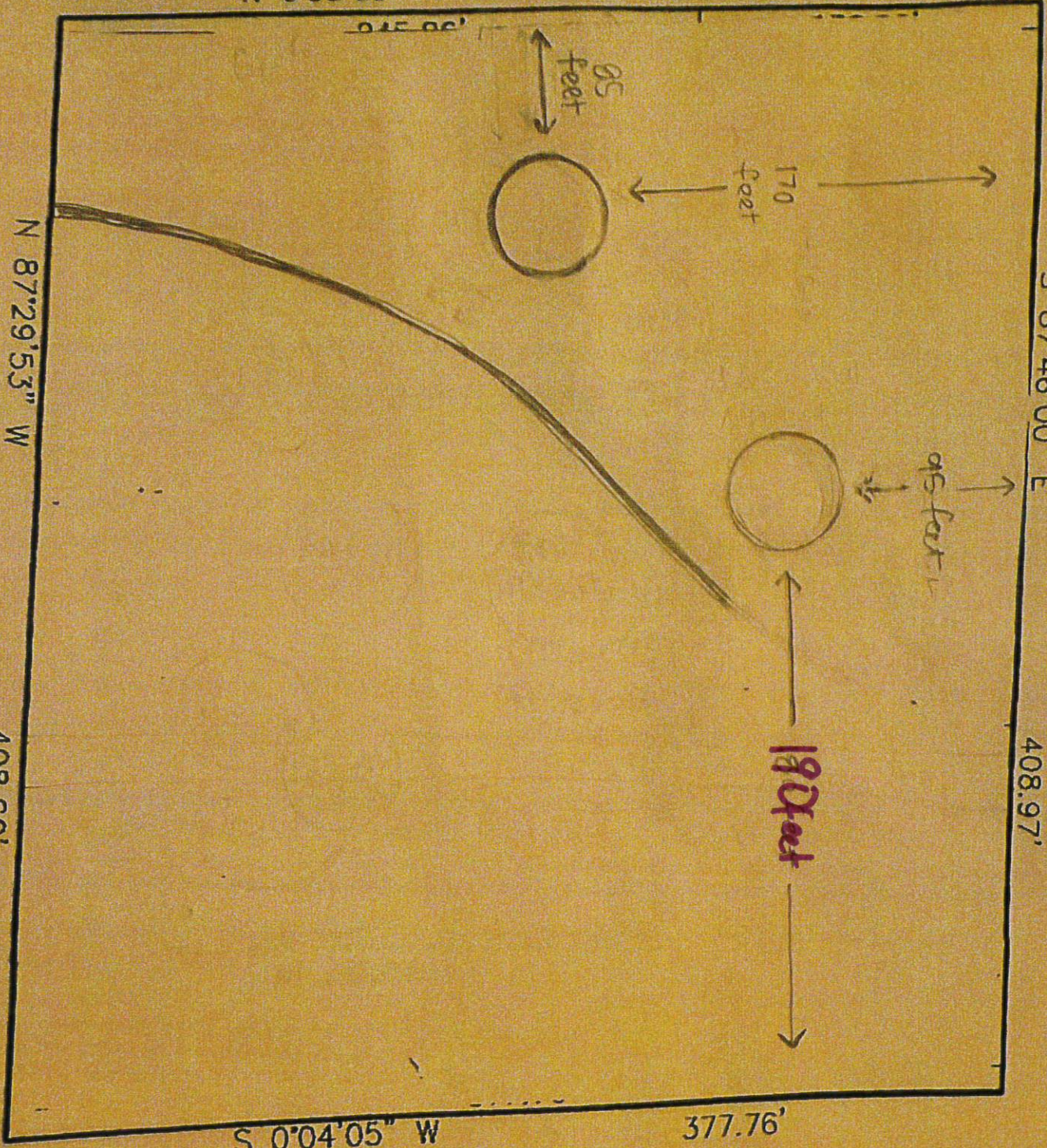
- Minimum lot size = 0.75 acre (32,670 sq. ft.)
- Minimum width = 130 feet (120 feet if bounded by an alleyway)

PC Meeting 4.23.26
Attn #4

7700 EAST

N 0°00'00" W

375.86'



500 SOUTH

N 87°29'53" W

408.60'

S 87°46'00" E

408.97'

S 0°04'05" W

377.76'

HIGHWAY 39

Butt
24117004

SEE PAGE

10' Water Easement

20' Drain Easement

PC Meeting 4.23.20
Attn # 5

Lot 9 Sage

484 50 7800E

3 Acres

SW GADD Construction

Total Height = 28.5'
Finish grade - Ridge

Living sf = 2,630
Garage sf = 960

← N

1/4" = 15'

590.64'

525.58'

500 South

Math - Envelope Width

127.46'

- 35.00' Conc Pad

- 82.00' House

10.5' Envelope Edge

Building Envelope

336.50'

127.46'

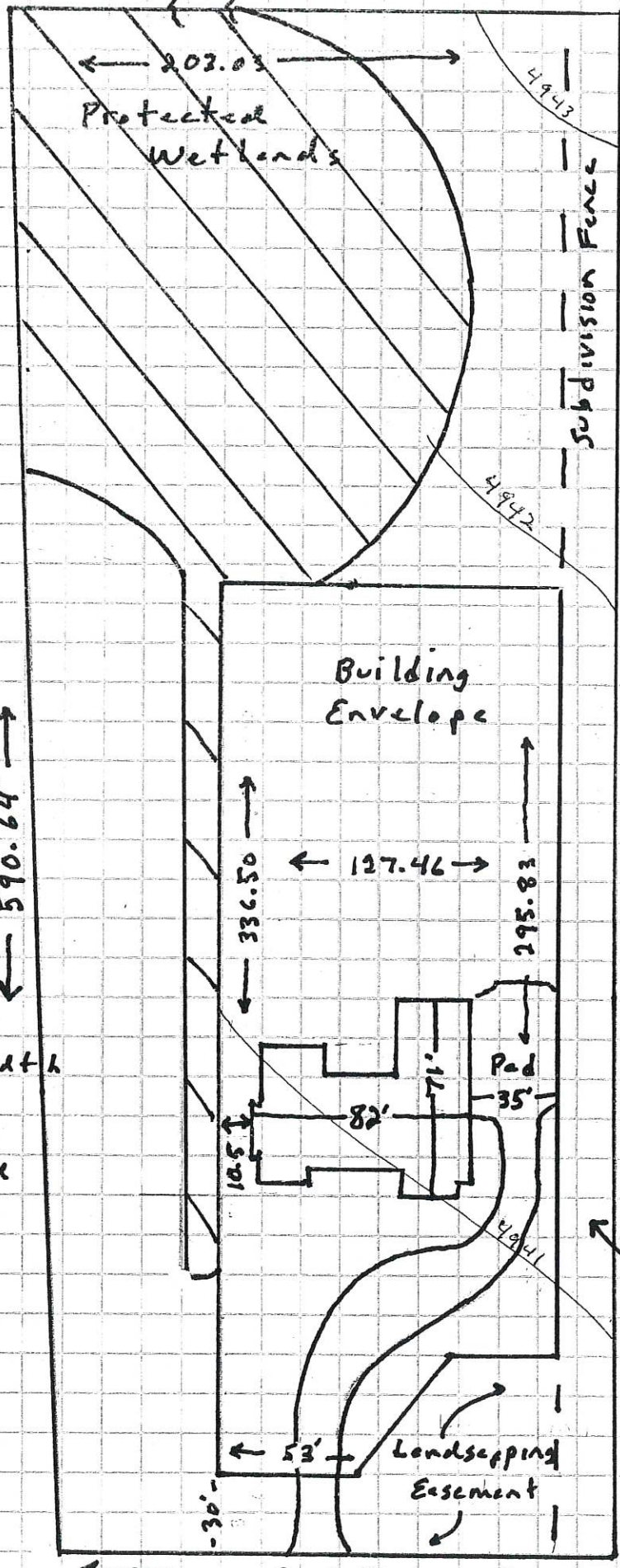
295.83'

Property Line

25' P.U.E. Landscaped

206.41'

7900 East



Math - Envelope Width

127.46'

- 35.00' Conc Pad

- 82.00' House

10.5' Envelope Edge

Building Envelope

336.50'

127.46'

295.83'

Property Line

25' P.U.E. Landscaped

206.41'

7900 East



2026-0029

\$150

paid w/ permit

LAND USE PERMIT

Huntsville Town Building Inspection
7309 E. 200 S.
P.O. Box 267, Huntsville, UT 84317
(801) 745-3420

Tax ID # 21177000a

Address of Structure 484 S. 700 E. (Sage w/ 9)

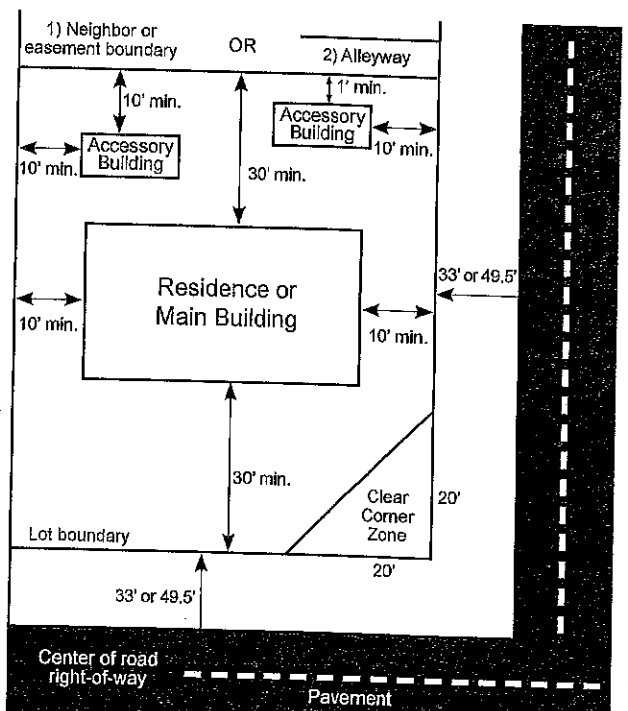
Name & Address of Owner/Owners Steven Gradd New Build

The above described Site Plan has been reviewed for setback compliance by the Huntsville Town Planning Commission on: 4.23.2026

Set Backs Approved: Yes No

Any special stipulations and conditions of the Site Plan Review: Max height of 35 feet

Huntsville Town Residential Zone Setbacks



[Signature]
Huntsville Planning Commission Chairman

Property Owner Signature

"By signing this form, the applicant agrees that they understand that the Huntsville Town R-1 zone, which their lot is zoned, only allows for one single family dwelling on the lot. The applicant also agrees that they understand that if any changes to their site plan are made after the Land Use Permit is issued, that those changes must be approved by the Planning Commission."

- Minimum lot size = 0.75 acre (32,670 sq. ft.)
- Minimum width = 130 feet (120 feet if bounded by an alleyway)

DEVELOPMENT AGREEMENT

At 6510 East 100 South, Huntsville, Utah (Powder Landing)

This DEVELOPMENT AGREEMENT, hereinafter referred to as "the AGREEMENT" is entered into this ___ day of _____, 2026, between Huntsville Town, a Utah municipal corporation, hereinafter referred to as "the TOWN", and Powder Beach LLC, a Delaware limited liability company, hereinafter referred to as "the OWNER".

RECITALS

WHEREAS, this Agreement is entered in accordance with Utah Code 10-20-508 for the use of real property located in the TOWN that is owned by the OWNER;

WHEREAS, in furtherance of the land use goals and objectives of the Huntsville Town General Plan, the TOWN has considered a petition for a zone change on certain real property located at approximately 6510 East 100 South, more particularly described as Lots 1 and 2 of the Sanctuary Lakeside Subdivision as set forth in Exhibit A, hereinafter referred to as the "PROPERTY"; and

WHEREAS, the PROPERTY consists of approximately 2.403 acres (104,695.63 square feet) and is currently classified under the Single-Family Residential (R1) zoning designation; and

WHEREAS, the OWNER represents that it is the fee simple owner of the PROPERTY and has petitioned the TOWN to rezone the Property to Recreation Zone (RC) to facilitate the development of a member-only private recreation facility known as "Powder Landing"; and

WHEREAS, the TOWN finds that this Property is directly adjacent to an RC Zone and sits between an RC Zone and significant public spaces and uses; and

WHEREAS, the TOWN has determined that it is in the best interest of the TOWN to provide for a formal transitional zone between the R1 Zone in this case and public uses and that the RC Zone provides an ideal transition from residential to public areas by providing distance, protection, natural quieting of uses and other softening; and

WHEREAS, the TOWN finds that by providing the RC Zone as a transition, this Property provides a great benefit to the TOWN as a buffer so long as it is developed and used in accordance with the terms and conditions agreed to by both Parties in this AGREEMENT formally addressing traffic, noise, number of people, costs parking, and other matters; and

WHEREAS, the proposed development and use on the PROPERTY includes three (3) buildings, a parking lot, a lawn area, a pool, and associated recreational amenities as set forth in Exhibit B; and

WHEREAS, the OWNER and the TOWN have identified that the Recreation Zone (RC) is the preferred designation under this AGREEMENT ; and

WHEREAS, the TOWN desires to stridently maintain all of the qualities that make it a beautiful and serene place to live, work and recreate by carefully reviewing all use and development requests in the context of ensuring those values; and

WHEREAS, the TOWN further recognizes that there are certain areas that are appropriate for recreational uses so long as all impacts are mitigated to ensure that the TOWN can maintain the quality of life and work and play environment that exists and the Parties may enter into a separate Community Impact Mitigation Agreement to set forth mitigation benefits framework; and

WHEREAS, the TOWN has provided for all of the necessary and requisite legislative controls necessary to ensure that effort while also recognizing that it is beneficial to the TOWN and those who own property in the TOWN who recognize its unique nature and the benefit to the TOWN in having a diverse tax base and the benefit that buffering between uses provides to its residents as the TOWN seeks to allow for certain uses while creating mechanisms to ensure harmony; and

WHEREAS, the TOWN has required and the OWNER has agreed to limit large events to five (5) per year, certain hours of operation and noise limitations that operate as time, place and manner limitations in order to remain in harmony with neighbors and to facilitate a desirable experience for the OWNER; and

WHEREAS, the OWNER has submitted a Storm Drain Mitigation Strategy designed to manage stormwater through underground pipes and retention systems to prevent direct discharge into Pineview Reservoir during designed storm conditions; and

WHEREAS, the OWNER has proposed a Traffic Plan that limits on-site parking to thirty (30) designated stalls, prohibits off-site parking, requires a shuttle bus for large events and utilizes a shuttle service with dedicated drop-off zones to mitigate the impact on local streets and parking; and

WHEREAS, the OWNER has agreed to providing a shuttle in order to limit vehicular traffic in and around the Property and to limit shuttle usage to 1st Street only in order to secure the area, limit vehicular interaction and increase the safety of the area; and

WHEREAS, the OWNER has committed to a lighting approach that ensures all fixtures are fully shielded and compliant with the TOWN's "Dark Sky" principles to eliminate upward light spill and overnight illumination of the pool area; and

WHEREAS, the Huntsville TOWN Planning Commission has reviewed the proposed development and recommended the rezoning and this AGREEMENT to the TOWN Council, finding it consistent with the intent of the Recreation Zone (RC); and

WHEREAS, in addition to the requirements set forth in this Agreement, the TOWN finds that there is public benefit to this use and development including acting as a buffer zone,

providing a beneficial influx of revenue into the TOWN budget through sales and property tax, and

WHEREAS, the TOWN Council finds that the use and development of the PROPERTY pursuant to the terms of this AGREEMENT is in the best interest of the health, safety, and welfare of the residents of Huntsville.

← Does this work?

AGREEMENT

NOW, THEREFORE, each of the Parties hereto, for and in consideration of the premises and agreement of the other Party hereto, does hereby covenant and agree as follows:

ARTICLE I DEFINITIONS

The following terms have the meaning and content set forth in this ARTICLE I, wherever used in this AGREEMENT:

1.01 "SITE PLAN." The Site Plan depicting the proposed layout, including the welcome lodge, dining/recreation building, pool, and parking, attached and incorporated herein as EXHIBIT B.

1.02 "PRIVATE RECREATIONAL CLUB." Hereinafter referred to as "the CLUB", a limited to a member-based organization whose primary purpose is to provide recreational, social/dining, or leisure amenities exclusively to a limited number of members and their guests.

ARTICLE II THE PROJECT

2.01 Zoning. OWNER shall develop the Property in accordance with all TOWN requirements and in accordance with this AGREEMENT and shall not object or otherwise oppose the TOWN amending its Official Zoning Map for the Property to the Recreation Zone (RC).

2.02 Uses. In addition to the specific requirements of Exhibit B, the Property shall only be allowed to be used in compliance with the definition of the CLUB.

ARTICLE III DEVELOPMENT AND USE STANDARDS

3.01 Vested Rights and Use Limitations. The OWNER is vested with the right to develop and use the Property for all uses permitted within the Recreation Zone (RC) as if the PROPERTY is located in the Recreation Zone (RC). However, as a condition of this AGREEMENT, the OWNER shall be subject to the following limitations and site standards which shall govern the project notwithstanding broader allowances in the underlying zone.

3.02 Standards.

B. Lighting (Dark Sky). All fixtures must be fully shielded and certified as Dark Sky compliant in accordance with TOWN Dark Sky principles. Lighting for buildings must meet Full Cutoff (CAC) standards, and pool lighting shall be controlled by timers/sensors to eliminate overnight illumination.

C. Parking and Traffic. Total on-site parking is limited to thirty (30) designated stalls. No street parking is permitted; once the lot reaches capacity, additional guests shall arrive via the CLUB's shuttle service utilizing the designated drop-off zones as set forth in Exhibit C. The OWNER shall maintain two (2) dedicated shuttle drop-off and pick-up zones on Property, which shall be clearly marked and utilized for guest arrival via the club's shuttle service once the primary parking lot reaches capacity. The shuttle service shall utilize 1st Street as the only access route in order to provide a higher level of safety to the surrounding area.

3.03 Special Events.

A. OWNER is limited to five (5) special events per year, subject to procuring necessary special event permits from the TOWN. The total number of special events shall not include any event co-sponsored by the OWNER and the TOWN. A special event is an event that involves more than one hundred (100) people.

B. OWNER agrees that the daily hours of operation shall be between 8:00AM and 10:00 PM, and that the hours of operation for special events shall be set by a special permit issued by the TOWN. Except that employee and delivery operations shall be allowed to be conducted before and after these hours of operations.

C. OWNER agrees that daily operations shall comply with the TOWN Municipal Code or applicable Ordinances including, but not limited to, noise ordinances and Special Event Permit limits of the TOWN, and that special events shall be subject to the limits outlined in any Special Events Permit issued by the TOWN.

ARTICLE IV INFRASTRUCTURE AND MITIGATION

4.01 Storm Drain Strategy. No direct discharge of storm water from the PROPERTY shall be made into Pine View Reservoir. Stormwater shall be managed through underground pipes and surface and/or subsurface collection basins, to be retained in an open retention pond and/or an underground storage system approved by the TOWN Engineer. The system shall be designed to prevent direct discharge into Pineview Reservoir as set forth in Exhibit C.

4.02 Wastewater. Development is subject to the installation of an on-site individual wastewater disposal system in accordance with the Rules and Regulations of the Weber-Morgan District Health Department rules.

**ARTICLE V
REMEDIES**

In addition to all remedies allowed for by law or equity, and in an effort to demonstrate good faith in their performance in the event the OWNER fails to meet the requirements set forth in this Agreement, the OWNER agrees to , upon execution of this AGREEMENT, deposit and maintain with the TOWN an escrow amount in the amount of \$5,000.00 for the purpose of covering the cost of any necessary enforcement action the TOWN may need to pursue.

**ARTICLE VI
GENERAL PROVISIONS**

6.01 Assignability. OWNER shall not assign this AGREEMENT without the prior written consent of the TOWN, which shall not be unreasonably withheld, provided the assignee demonstrates the financial ability to perform the obligations hereunder.

6.02 Successors and Assigns. This AGREEMENT shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

6.03 Runs with the Land. This AGREEMENT shall be recorded in the office of the Weber County Recorder and shall be deemed to run with the land, binding all future owners of the Property to the Recreation Zone (RC) restrictions unless terminated by OWNER, abandoned by a period of one (1) year of non-use, or as may otherwise be provided by Law.

6.04 Governing Law. This AGREEMENT shall be governed by and construed in accordance with the laws of the State of Utah.

6.05 Entire Agreement. This AGREEMENT, including all attached exhibits (such as the Storm Drain Mitigation Strategy and Traffic Plan), constitutes the entire understanding between the parties.

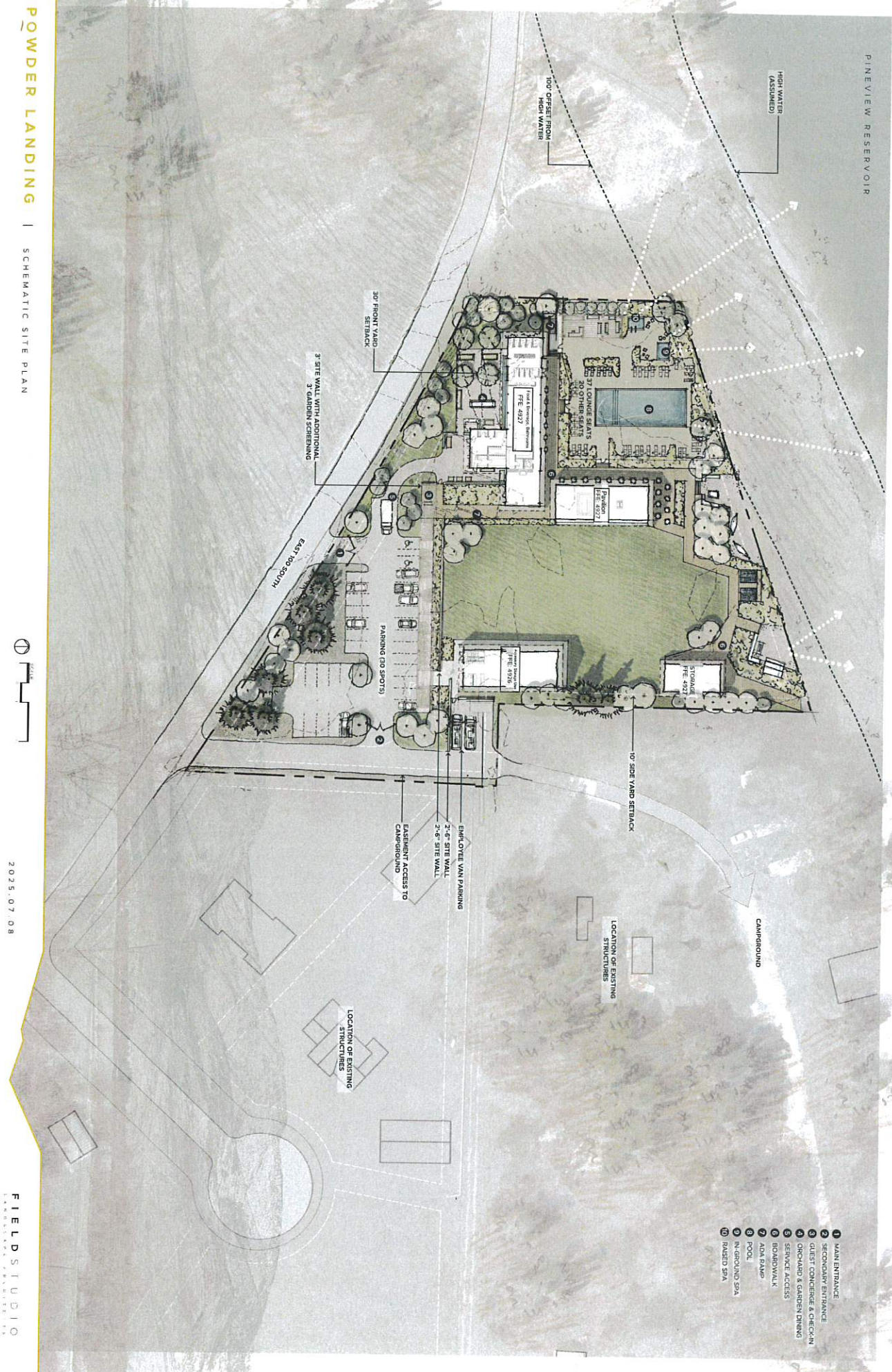
6.06 Notices. All notices required under this AGREEMENT shall be in writing and delivered to the principal offices of the TOWN and the OWNER.

6.07 Force Majeure. Neither party shall be considered in default if performance is delayed by causes beyond their control, such as acts of God, fires, floods, or unusually severe weather.

IN WITNESS WHEREOF, the parties have executed this AGREEMENT on the date first written above.

TOWN: HUNSTVILLE TOWN
CORPORATION, a Utah Municipal
Corporation

Site Plan



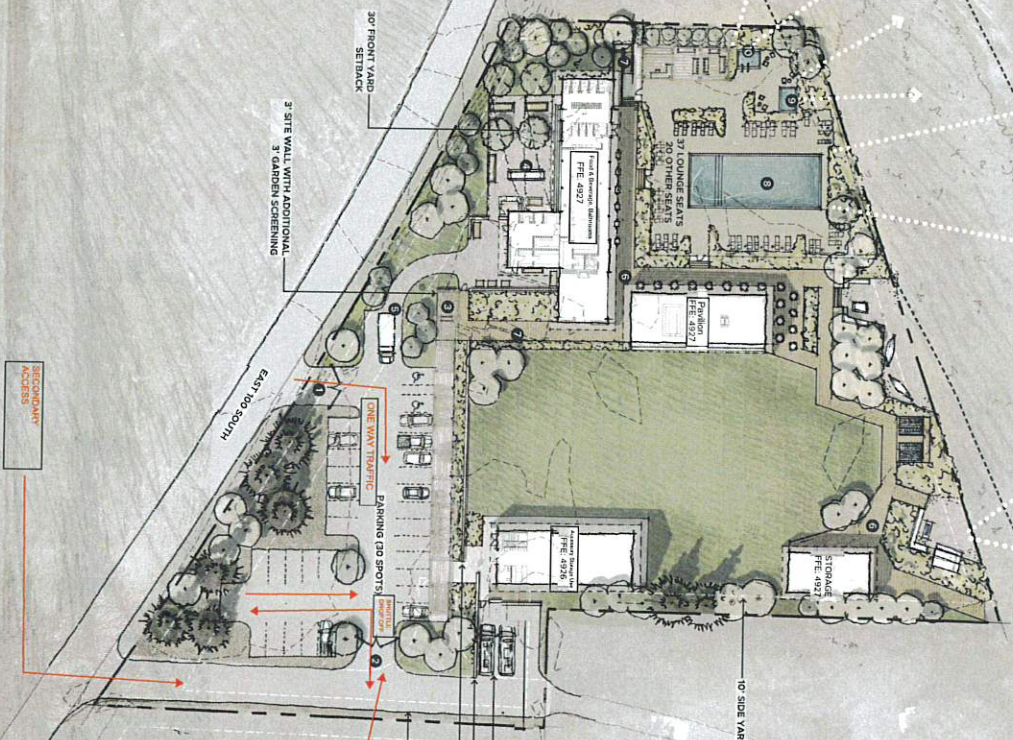
- 1 MAIN ENTRANCE
- 2 SECONDARY ENTRANCE
- 3 GUEST CONCIERGE & CHECK-IN
- 4 ORCHARD & GARDEN DINING
- 5 SERVICE ACCESS
- 6 BOARDWALK
- 7 ADA RAMP
- 8 POOL
- 9 IN-GROUND SPA
- 10 RAISED SPA



HIGH WATER (ASSUMED)

100' OFFSET FROM HIGH WATER

Traffic Plan



SECONDARY ACCESS

EAST 900 SOUTH

30' FRONT YARD SETBACK

3' SITE WALL WITH ADDITIONAL GARDEN SCREENING

10' SIDE YARD SETBACK

EMPLOYEE VAN PARKING

2'-6" SITE WALL

2'-6" SITE WALL

EASEMENT ACCESS TO CAMPGROUND

OPPORTUNITY TO LOOK GATE

CAMPGROUND

LOCATION OF EXISTING STRUCTURES

LOCATION OF EXISTING STRUCTURES

- 1 MAIN ENTRANCE
- 2 SECONDARY ENTRANCE
- 3 QUIET CONCERGE & CHECKIN
- 4 GORCHARD & GARDEN DINING
- 5 SERVICE ACCESS
- 6 BOARDWALK
- 7 ADA RAMP
- 8 POOL
- 9 IN-GROUND SPA
- 10 RAISED SPA



Work Session

PC Meeting 4.23.24
Attach # 7

After recording, please send to:
Steve Starks
9350 S 150 E, Suite 900
Sandy, Utah 84070

MCKAY MEADOWS DEVELOPMENT AGREEMENT

This DEVELOPMENT AGREEMENT (this "Agreement") is made and entered into as of the Effective Date (defined below), by and between MCKAY MEADOWS LLC, a Utah limited liability company, (the "Owner"), and the TOWN OF HUNTSVILLE, a municipality and political subdivision of the State of Utah (the "Town"). Town and Owner are jointly referred to as the "Parties" and each individually as a "Party."

RECITALS:

- A. Owner is the owner and developer of certain real property located within the Town, more particularly described on Exhibit A (the "Property").
- B. Owner previously submitted two petitions to annex portions of the Property into the Town. The Town accepted the first petition on September 21, 2023, and the second petition on January 4, 2024. The statutorily required hearings on both petitions were held on February 13, 2024 before the Town Council (defined below).
- C. At the time the Town approved the annexations, that certain McKay Meadows Annexation and Development Agreement, dated February 13, 2024, was entered into by and between the Owner and the Town (the "Annexation Agreement"). The Annexation Agreement is identified as instrument #3315737 in the office of the Weber County recorder and was recorded on February 26, 2024.
- D. The Property is currently in the Town's Agricultural Zone (A-3) because the Owner agreed to downzone the portion of the property that was within the Town from R-1 to A-3 as part of the annexation of additional property into the Town, as outlined in the Annexation Agreement.
- E. The Town Council (defined below), acting pursuant to its authority under Utah Code § 10-20-101(2) *et seq.*, as amended, and the Town Code (defined below), and in furtherance of its land use policies, goals, objectives, ordinances, resolutions, and regulations, has elected to enter into this Agreement. The Town Council authorizes the mayor of the Town to execute and deliver this Agreement on behalf of the Town.
- F. By this Agreement, Town and Owner confirm the Property's entitlements for development of the Project (defined below). The Town has determined that entering into this Agreement furthers the purposes of the Utah Municipal Land Use, Development, and Management Act, the Town's General Plan, and Title 15, Land Use of the Town's Code. As a result of such determination, the Town has elected to move forward with the approvals necessary to approve the development of the Project in accordance with the terms and provisions of this Agreement. This

Agreement is an administrative “development agreement” within the meaning of and entered into pursuant to the terms of Utah Code §10-20-101(2). This development agreement does not create new law or new standards but rather implements the use of the Property in accordance with existing approvals and existing law.

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Owner and the Town hereby agree to the following:

1. **Recitals; Definitions.**

1.1. **Recitals.** The Recitals set forth above are incorporated herein by this reference.

1.2. **Defined Terms.** Unless the context requires a different meaning, any term or phrase used in this Agreement that has its first letter capitalized has the meaning given to it by this Agreement. Certain terms and phrases are referenced below; others are defined where they appear in the text of this Agreement, including the exhibits. Any capitalized term used but not otherwise defined in this Agreement shall have the meaning ascribed to such term in the Town Code.

1.2.1. “Agreement” means this Agreement including all of its exhibits.

1.2.2. “Applicable Law” has the meaning set forth in Subsection 13.1.

1.2.3. “Applicable Zoning” means the requirements of the Town’s Agricultural Zone (A-3) that are in effect as of the Effective Date.

1.2.4. “Dwelling Units” means a permanent structure designed and capable of daily residential occupancy. A Dwelling Unit contains at least one kitchen and one bathroom.

1.2.5. “Effective Date” has the meaning set forth in the Section 2 below.

1.2.6. “Final Survey” is an instrument adjusting the boundaries of the parcels as depicted on a map or other graphic representation of land that a licensed professional land surveyor makes and prepares in accordance with §10-20-906 or §57-1-45.5(3)(b) of Utah State Code.

1.2.7. “Future Laws” means the laws, ordinances, policies, standards, guidelines, directives, procedures and processing fee schedules of the Town which are in effect after the Effective Date and may or may not be applicable as provided in Section 4.2 below.

1.2.8. “Land Use Application” means an application that is required to subdivide and develop land and/or construct improvements thereon.

1.2.9. "Parcel" means the existing parcels reconfigured in accordance with a boundary line adjustment authorized by this Agreement, and each of which is depicted on Exhibit B as Parcel 1, Parcel 2, Parcel 3, Parcel 4, and Parcel 5.

1.2.10. "Project" means the development of five (5) Parcels as depicted in Exhibit B and described in Exhibit C.

1.2.11. "System Improvement" means an improvement that is designed to serve areas within the community at large and which may serve the Project as a part of the community at large.

1.2.12. "Term" has the meaning set forth in Subsection 13.2 below.

1.2.13. "Town" means the Town of Huntsville, and includes, unless otherwise provided, any and all of the Town's agencies, departments, officials, employees or agents.

1.2.14. "Town Code" means the Huntsville Town Code in effect as of Effective Date.

1.2.15. "Town Council" means the town council of the Town.

2. **Effective Date.** This Agreement is effective as of April 16, 2026 (the "**Effective Date**"). The Effective Date and Section 4 shall not limit or impair the rights approved and granted in the Annexation Agreement.

3. **Conditions Precedent.** The Parties enter this Agreement in anticipation of the satisfaction of a condition precedent, which if not satisfied, will frustrate the purposes of this Agreement. Owner's obligations under this Agreement are expressly contingent upon the following ("**Condition Precedent**"):

3.1. The Town Council approves, and the Mayor acknowledges, a resolution approving this Agreement, and this Agreement is executed by the Town and Owner.

If the Condition Precedent is not satisfied within thirty (30) days from the Effective Date, then Owner or Town may elect to terminate this Agreement by delivering a notice of termination to the other Party. Upon such Party's receipt of the notice of termination, this Agreement shall be terminated and neither of the Parties shall have any further obligation to the other arising out of this Agreement. This Agreement shall not be recorded until satisfaction of the Condition Precedent.

4. **Vested Rights and Legislative Powers.**

4.1. **Vested Rights.** As of the Effective Date, Owner has the vested right to proceed with the development of the Property and the Project in accordance with the Annexation Agreement and this Agreement and Applicable Law. Specifically, Owner is vested with the right to: (i) adjust the parcel boundaries to be configured as Parcels, in accordance with the

depiction in **Exhibit B** and described in **Exhibit C**, (ii) develop and construct Dwelling Units with associated accessory buildings, including barns, on Parcel 1, Parcel 2, Parcel 3, and Parcel 4, all as allowed under Applicable Law; (iii) utilize Parcel 5 for agricultural uses and other uses other than a Dwelling Unit, including using Parcel 5 for a barn, other agricultural buildings, or seek other land use approvals or rezones through future requests or applications; (iv) connect to existing public roads; and (v) connect to existing public infrastructure, upon the payment of generally applicable fees, as depicted in Exhibit B. The Parties specifically intend that this Agreement grants the Property "vested rights" as that term is construed in Utah's common law and pursuant to Utah Code §10-20-902. To the maximum extent permissible under the laws of Utah and at equity, the Town and Owner intend that this Agreement be construed to grant Owner all vested rights to develop up to four (4) Dwelling Units, as described above, on the Property in fulfillment of the terms and provisions of this Agreement and the laws and ordinances that apply to the Property as of the Effective Date of this Agreement. The Parties intend that the rights granted to Owner under this Agreement are contractual and are in addition to those rights that exist under statute, common law and at equity.

4.2. **Future Laws.** The Town's Future Laws with respect to the Project or the Property shall not apply except as follows:

4.2.1. **Owner Agreement.** Future Laws that Owner agrees in writing to the application thereof to the Project;

4.2.2. **Compliance with State and Federal Laws.** Future Laws which are generally applicable to all properties in the Town and which are required to comply with State and Federal laws and regulations affecting the Project and do not effect a taking of the right to develop the uses and the densities described in this Agreement;

4.2.3. **Safety Code Updates.** Future Laws that are updates or amendments to existing building, plumbing, mechanical, electrical, dangerous buildings, drainage, or similar construction or safety related codes, such as the International Building Code, the APWA Specifications, or by the state or federal governments and are required to meet legitimate concerns related to public health, safety or welfare;

4.2.4. **Taxes.** Taxes, or modifications thereto, so long as such taxes are lawfully imposed and charged uniformly by the Town to all properties, applications, persons and entities similarly situated; and

4.2.5. **Fees.** Changes to the amounts of fees, except for impact fees which are discussed in Section 7.3 below, for the processing of Land Use Applications that are generally applicable to all development within the Town and which are adopted pursuant to state law.

4.2.6. **Town Code Updates and Other Provisions.** Those updates to the Town Code and other provisions of Town guidelines and standards that do not prohibit, impede or prevent the development and use of the Project.

Private Driveway
Driveway →
Access

5. Obligations.

5.1. ~~Private Road or Driveway~~. The Parcels that are approved for reconfiguration hereby may be accessed via a private drive, as depicted on Exhibit B, which configuration has been reviewed for compliance with Weber County Fire Marshal standards. Maintenance, repair, snow removal, and general upkeep of the private road shall be the responsibility of Owner and/or future homeowners.

5.2. Access. Access to the development shall be prioritized through a private road connecting to Town on the south end of the Property, rather than SR-39 to the north, in order to improve safety and circulation.

5.3. Frontage. Frontage for the reconfigured Parcels that access off the private drive, as depicted in Exhibit B, shall be deemed acceptable, consistent with Town zoning requirements for the A-3 zone.

5.4. Tree Restoration. Owner agrees to plant new trees along the south side of Spring Creek. Owner will counsel with Huntsville Town Tree Committee to determine what trees are most suitable for planting in that area. *or North?*

5.5. Wetlands Protection. A U.S. Army Corps of Engineers permit or formal jurisdictional determination shall be required prior to approval of the Final Survey. *Current standard
PC Sensitive lands*

5.6. Boundary Adjustment. The development shall adhere to the procedures and requirements set forth in Utah State Code Annotated §10-20-906, for a simple boundary adjustment. This Agreement constitutes the Town's consent for the reconfiguration of the parcels into Parcels as depicted on Exhibit B and the Parties shall work together on any consents or other submissions required to have the boundary adjustment reflected in the records of Weber County.

5.7. Referendum Costs. The Parties do not intend that the adoption or approval of this Agreement is an action that is referable under Utah law. In the event a referendum is initiated challenging this Agreement or its associated approvals, the Owner agrees to bear the Town's reasonable legal costs and attorney's fees related to the defense of the agreement.

5.8. Culinary Water Infrastructure. The Town Engineer will submit engineering recommendations and design specifications to guide the installation of culinary water connections and infrastructure within the development for the five (5) connections identified in the Annexation Agreement. All work shall conform to Town and applicable state water standards.

6. Integration. This Agreement contains the entire agreement with respect to the subject matter hereof and integrates all prior conversations, discussions or understandings of whatever kind or nature between the Parties and may only be modified by a subsequent writing duly executed by the

Parties hereto. This Agreement does not replace the Annexation Agreement, but rather this Agreement is intended to implements rights and approvals granted in the Annexation Agreement.

7. **Severability.** If any part or provision of the Agreement shall be adjudged unconstitutional, invalid or unenforceable by a court of competent jurisdiction, then such a decision shall not affect any other part or provision of this Agreement except that specific part or provision determined to be unconstitutional, invalid or unenforceable. If any condition, covenant or other provision of this Agreement shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

8. **Notices.** Any notices, requests and demands required or desired to be given hereunder shall be in writing and shall be (a) served personally upon the Party for whom intended, (b) sent by nationally recognized express delivery service, or (c) if mailed, by certified mail, return receipt requested, postage prepaid, to such Party at its address shown below. Additionally, any such notices, requests and demands may be sent by electronic mail, so long as such notice is also delivered by one of the methods described above.

To Owner:

McKay Meadows LLC
Attn: Steve Starks
10652 Iron Mountain Dr.
South Jordan, Utah 84095
Email: stevestarks@gmail.com

With a copy to:

Snell & Wilmer LLP
Attn: Wade Budge
15 West South Temple, Suite 1200
Salt Lake City, Utah 84101
Email: wbudge@swlaw.com

To the City:

Huntsville Town
7381 East 200 South
PO Box 267
Huntsville, Utah 84317
Email: _____

With a copy to:

Huntsville Town
Attn: City Attorney

7381 East 200 South
Huntsville, Utah 84317

Any Party may change its address or notice by giving written notice to the other Party in accordance with the provisions of this section.

9. **Amendment.**

The Parties or their successors in interest may, by written agreement, choose to amend this Agreement at any time. Any amendment must be recorded in the Weber County Recorder's Office to be effective. An amendment to this Agreement need only be executed by Owner and the Town to be effective. The consent of an owner of the Property is not required to amend this Agreement.

10. **General Terms and Conditions.**

10.1. **Applicable Law.** This Agreement is entered into under and pursuant to and is to be construed and enforceable in accordance with the rules, regulations, official policies, standards and specifications applicable to the development of the Project in effect on the Effective Date, including the applicable Town Code, resolutions, state law, and federal law (the "Applicable Law").

10.2. **Termination of Agreement.** The term of this Agreement shall commence on the Effective Date of this Agreement and shall continue in full force and effect until the earlier of the following events: (i) certificates of occupancy have been issued for all Dwelling Units to be constructed in the Project, or (ii) forty (40) years from the date on which this Agreement is recorded with the Weber County Recorder's Office (the "Term"); provided, however, that if Owner is not in breach of any material provisions of this Agreement when said forty (40)-year period expires, and any portions of the Project have not been completely built-out, then this Agreement shall automatically be extended for an additional like period or periods, until such time as all five (5) Dwelling Units are constructed (as applicable, the "Extended Term").

10.3. **Run with the Land.** This Agreement shall be recorded against the Property. The agreements, benefits, burdens, rights and responsibilities contained herein shall be deemed to run with the land and shall be binding on and shall inure to the benefit of all successors in ownership of the Property, or portion thereof, as applicable, with respect to that portion of the Project owned by such successors in ownership.

10.4. **Default & Remedies.** If either the Owner or the Town fails to perform their respective obligations under the terms of this Agreement (as applicable, the "Defaulting Party"), the non-defaulting Party shall provide written notice to the Defaulting Party specifically identifying the claimed event of default and the applicable provisions of this Agreement claimed to be in default. The Defaulting Party shall immediately proceed to cure or remedy such default or breach within sixty (60) calendar days after receipt of such notice. The Parties shall meet and confer in an attempt to resolve the default but if they are not able to do so the Parties shall have the rights and remedies available at law and in equity, including injunctive relief or specific performance. Any delay by a Party in instituting or prosecuting

any such actions or proceedings or otherwise asserting its rights under this Article shall not operate as a waiver of such rights. If the Town elects to consider terminating this Agreement due to an uncured default by Owner, then the Town shall give to Owner written notice of Town's intent to terminate this Agreement and the matter shall be scheduled for consideration and review by Town's legislative body at a duly noticed public meeting. Owner shall have the right to offer written and oral evidence prior to or at the time of said public meeting. If Town's legislative body determines that a material uncured default has occurred and is continuing, Town may thereafter pursue the remedy of termination through an appropriate judicial proceeding.

10.5. **Non-liability of Town Officials or Employees.** No officer, representative, agent, or employee of the Town shall be personally liable to the Owner or any successor-in-interest or assignee of the Owner, in the event of any default or breach by the Town or for any amount which may become due, the Owner, or its successors or assignee, for any obligation arising out of the terms of this Agreement.

10.6. **Ethical Standards.** The Owner represents that it has not: (a) provided an illegal gift or payoff to any officer or employee of the Town, or former officer or employee of the Town, or to any relative or business entity of an officer or employee of the Town; (b) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees of bona fide commercial agencies established for the purpose of securing business; (c) breached any of the ethical standards set forth in Utah Code §§ 10-3-1301 *et seq.* and 67-16-3 *et seq.*; or (d) knowingly influenced, and hereby promises that it will not knowingly influence, any officer or employee of the Town or former officer or employee of the Town to breach any of the ethical standards set forth in state statute or Town ordinances.

10.7. **No Officer or Employee Interest.** It is agreed that no officer or employee of the Town has or shall have any pecuniary interest, direct or indirect, in this Agreement or the proceeds resulting from the performance of this Agreement. No officer, manager, employee or member of the Owner, or any member of any such persons' families shall serve on any Town board or committee or hold any such position which either by rule, practice, or action nominates, recommends, or supervises the Owner's operations, or authorizes funding or payments to the Owner. This section does not apply to elected offices.

10.8. **Performance.** Each Party, person and/or entity governed by this Agreement shall perform its respective obligations under this Agreement in a manner that will not unreasonably or materially delay, disrupt, or inconvenience any other Party, person and/or entity governed by this Agreement, the development of any portion of the Property or the issuance of final plats, certificates of occupancy, or other approvals associated therewith. This section shall not be construed to require a Party or its representatives to provide an approval contrary to Applicable Law, regulations, or this Agreement.

10.9. **Governing Law & Venue.** This Agreement and the performance hereunder shall be governed by the laws of the State of Utah. Any action taken to enforce the provisions

EXHIBIT B
 Depictions of the Parcels and the Project

