MINUTES OF THE HUNTSVILLE TOWN PLANNING COMMISSION MEETING

MEETING DATE: May 20th, 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 Vandertoolen	Planning Commissioner	Zoom
Jeff Keeney	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- Oath Of office administration to Jeff Keeney **(Attachment #1)**

3-Redesignation of PC members for the Record

Chairman Larsen stated for the record that all current members are Planning Commissioners are voting members and at some point, an alternate will be appointed.

4-Approval of minutes for Planning Commission meeting April 23rd 2026
(See Attachment #2)

PCM Poulter motioned to approve the amended minutes from April 23rd 2026. PCM Ahlstrom seconded the motion. All votes Aye. Motion passes. Votes are reflected below.

VOTES:	
AYES:	Chairman Larsen Commissioner Poulter Commissioner Ahlstrom Commissioner Vandertoolen Commissioner Keeney
NAYS:	

5-Approval of minutes for Planning Commission Work Session April 30th 202
(See Attachment #3)

PCM Ahlstrom motioned to approve the amended minutes from April 30th 2026. PCM Poulter seconded the motion. All votes Aye. Motion passes. Votes are reflected below.

VOTES:	
AYES:	Chairman Larsen Commissioner Poulter Commissioner Ahlstrom Commissioner Vandertoolen Commissioner Keeney
NAYS:	

6) Close Public Meeting and Open Public Hearing

Before the Public meeting closed Chairman Larsen gave a brief summery of both development agreements that are up for Public Hearing.

Chairman Larsen made a motion to close the regular meeting and open the Public Hearing. PCM Ahlstrom seconded. All votes Aye. Motion Passs Votes are reflected below.

VOTES:	
AYES:	Chairman Larsen Commissioner Poulter Commissioner Ahlstrom Commissioner Vandertoolen Commissioner Keeney
NAYS:	

Ordinance 2026.4.23 1A- Development agreement for Powder Landing

Resident Hillary Evans commented that she expressed her many concerns on the Powder Mountain project. She thanks the Planning Commission for the work they have done. She called out concerns with noise, light and traffic. Evans does not feel that Mr. Hastings has the best interest of the Town in mind. She commented that the residents of Huntsville should come first.

Ordinance 2026.4.23 1B- Development agreement for McKay Meadows

No public comment

Chairman Larsen made a motion to close the Public Hearing and open the Public meeting. PCM Ahlstrom seconded. All votes Aye. Motion Passs Votes are reflected below.

VOTES:	
AYES:	Chairman Larsen Commissioner Poulter Commissioner Ahlstrom Commissioner Vandertoolen Commissioner Keeney
NAYS:	

7- Discussion and/or action on Ordinance 2026.4.23 1A- Development agreement for Powder Landing **(See Attachment #4)**

PCM Keeney made a few comparisons to Powder Landing operating in an R-1 Zone vs an RC Zone. He went on to reference the vision statement.

Chairman Larsen reviewed the changes the Planning Commission previously discussed the work session. These notes have been combined as suggestions that the PC will pass along to the Town Council. One of the suggestions was a change in the number of events from 5, reduced to 3. Use of shuttles were discussed. Pick up spots have been specified to be out of Town boundaries.

Chairman Larsen had previously suggested a referendum clause. He reviewed the wording he had worked on with the group.

Will commented he has concerns if the agreement is in the best interest of the Town. He appreciates the work all have put into this agreement. PCM Vandertoolen also touched base on the access that residents use as a walking path that is currently on private property. He voiced concerns about the safety of the residents that use this area. Several members of the planning commission agreed that the lack of enforcement at the Powder mountain property has been frustrating.

Chairman Larsen motioned to recommend approval of Ordinance 2026.4.23 1A-Development agreement for Powder Landing, with the changes as discussed in the meeting. PCM Ahlstrom seconds the motion. Ayes-4 Nays-1, Motions passes. Roll Call vote. Votes are reflected below.

VOTES:	
AYES:	Chairman Larsen Commissioner Poulter CommissionerAhlstrom Commissioner Vandertoolen
NAYS:	Commissioner Keeney

8- Discussion and/or action on Ordinance 2026.4.23 1B- Development agreement for McKay Meadows (**See Attachment # 5)**

Chairman Larsen reviewed the changes the Planning Commission discussed in the previous work session. One larger change was with the "Future Laws", holding the property owner to any current laws.

The PC reviewed the access point for each lot as the DA described. The amount of water shares that the property owner was allowed by the Town was questioned. It was decided the 5 culinary water hook ups were guaranteed.

PCM Ahlstrom motioned to recommend approval of Ordinance 2026.4.23 1B- Development agreement for McKay Meadows, with the changes discussed in the meeting. PCM Keeney seconded the motion. All votes Aye. Roll Call vote. Votes are reflected below.

VOTES:	
AYES:	Chairman Larsen Commissioner Poulter Commissioner Ahlstrom Commissioner Vandertoolen Commissioner Keeney
NAYS:	

9-Discussion and/or action of Land Use Permit- adjustment for Shaffer New home, 145 N 6800 E., Parcel # **240170013** **(See Attachment #4)**
6

Matt McKey was present to speak on behalf of the project. The homeowners wanted to adjust the site plan by moving the property further from the street.

PMC Poulter motioned to approve the Land Use Permit adjustment for Shaffer New home, 145 N 6800 E., Parcel # 240170013. PCM Ahlstrom seconded the motion. All Votes Aye. Motion Passes. Votes are reflected below.

VOTES:	
AYES:	Chairman Larsen Commissioner Poulter CommissionerAhlstrom Commissioner Vandertoolen Commissioner Keeney
NAYS:	

10- Discussion and/or action on Land Use Permit for Schmid, Accessory Building, 245 S. 7700 E. Parcel # **240100026** **(See Attachment #7)**

The Planning Commission agreed that the site plan meets all required setbacks.

Chairman Larsen motioned to approve the Land Use Permit for Schmid, Accessory Building, 245 S. 7700 E. Parcel # 240100026, with the addition that the distance from the building to the alley can ne 1-10 ft. PCM Poulter seconded the motion. All Votes Aye. Motion Passes. Votes are reflected below.

VOTES:	
AYES:	Chairman Larsen Commissioner Poulter CommissionerAhlstrom Commissioner Vandertoolen Commissioner Keeney
NAYS:	

11 Discussion and/or action of Land Use Permit for Booth, New Home build and Accessory Building, Parcel # **241170004** **(See Attachment #8)**

Dave and Gina were present to discuss their project. Gina spoke to the concept that is part of the larger project. The PC cautioned again that the site plan they submitted for the residential Zone they are currently in, might not coincide with any possible future plans for mixed use.

PCM Ahlstrom motion to approve the Land Use Permit for Booth, New Home build and Accessory Building, Parcel # 241170004. PCM Poulter seconded the motion. All Votes Aye. Motion Passes. Votes are reflected below.

VOTES:	
AYES:	Chairman Larsen Commissioner Poulter Commissioner Ahlstrom Commissioner Vandertoolen Commissioner Keeney
NAYS:	

12- Sandy's TC Updates
Sandy was not present

13-Public Comment.
Hilary Evans commented in Support of the Booth property. She is in support of the mixed use that has been discussed on that property. She also voiced her support of round buildings.

Breanne Bingham voiced her concerns about traffic since she resided close to the property. She did voice her support for the project stating that the plans to have Dave reside on site is comforting.

Blake Bringham commented that he recognizes that the Town needs to be cautious with Re-zoning. He is also in support of Daves Project.

14-Chairman's Remarks.

Chairman Larsen comment on the timeline with mixed use and voiced the understanding to get the mixed-use ordinance through the proper Town process. PMC Ahlstrom commented that it was nice to hear support from the neighbors.

Chairmans Larsen appreciates all public comment stated that the PC does listen to the residents and takes these comments into consideration when making decisions.

15-Motion to adjourn.

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

Meeting is adjourned at 8:37 p.m.

____

Shannon Smith, Clerk

Copy

PC Meeting (Attach #1)
5-20-2026

STATE OF UTAH)
:SS
COUNTY OF WEBER)

OATH OF OFFICE

"I do solemnly affirm that I will support, obey and defend the Constitution of the United States and the constitution of this State, and that I will discharge the duties of my Office with fidelity."

Jeff Keeney

For the Office of: Planning Commissioner

Subscribed and sworn to before me this 20th day of May, 2026.

ATTEST:

Shannon Smith, Town Clerk

PC Meeting (Attch#2
5.20.2024

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 Vandertoolen	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.

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

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.

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

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.

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

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 Vandertoolen 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 Vandertoolen
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 Vandertoolen
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 Vandertoon 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 ~~worth~~ 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.

agreeable

TCM Hunter questioned the amplified music issue, she wanted to know if Powder Mtn was aggregable 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 is 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 Medows

Matt McKay was present in person and had Steve Starks on the phone. The DA here was drafted to address several issue that the original DA did not. One was the replacement of the tree's 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 included this in the DA. There was also some discussion on extending the bike path. PCM Vandertoolen 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 can not 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.

trees

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

PC meeting (Attach #3)
5-20-2026

MINUTES OF THE HUNTSVILLE TOWN
Planning Commission Work Session

MEETING DATE: April 30th, 2026
PLACE: Huntsville Town Hall
7474 E 200 S, Huntsville Utah
TIME: 12:00 p.m.

NAME	TITLE	STATUS
Jeff Larsen	PC Chairman	Present
Liz Poulter	Planning Commissioner	Present
Brent Ahlstrom	Planning Commissioner	Present
Will VanderToolen	Planning Commissioner	Present
Jeff Keeney	Planning Commissioner	Present
Sandy Hunter	Town Council Member	Present
Shannon Smith	Town Clerk	Present
Bill Morris	Town Attorney	Excused

Citizens: Jeff Keeney,

<u>Development Agreement for Powder Landing</u> (See attachment #1)
Chairman Larsen explained the process of moving the PC through the process. Chairman Larsen referred to the edited version the PC has been working on. The Planning Commission went through the whereas's in the beginning of the document and made several edits as seen per attachment #1. The topic of the pavilion came into question. And the PC added the call out of the pavilion to the DA.

The requirement of Powder Landing needing to be a registered business in Huntsville Town was discussed. The PC desired to make sure that was included in the DA.

Chairman Larsen changed the yearly special event limit from 5, to 3 as the PC had previously discussed. There was also some discussion on the pool and not allowing drainage into Pineview. Hunter

Changes were suggested in the lighting wording. Discussion continued on pedestrian access for the known "walking path" that goes along part of the access that goes into Powder Mountain. Beckki and Shannon comment that this is a larger legal issue that will not be easily resolved. The PC has a desire to look further into the issue of allowing pedestrian access along a certain part of the property.

The discussion included the requirements outlined on special events. There was further discussion on the escrow account that Powder landing will set aside for enforcement issues that might arise. trees

Shannon commented that the Community Development Agreement was provided in a very rough draft form for the PC's reference. But will not be up for discussion at the PC level as it will go through the legislative process with the Town Council.

<u>Development Agreement for McKay Meadows</u> (See attachment #2)

Chairman Larsen commented on the main concerns that were discussed in the previous meeting. Chairman Larsen questioned TCM Hunter on the issue with the private driveway. TCM Hunter is concerned with the wording that implies the town would be granting frontage off a private drive/road. TCM Hunter is concerned about the precedent that this will set.

Matt McKay was present to comment on the access issue. There was discussion back and forth on what might be agreeable to both parties. Chairman Larsen requested that the PC defer this part of the conversation, to work with the lawyers to come up with acceptable wording that would be allowable.

Matt McKay clarif~~y~~ied that all proposed parcels, with the exception of the flag lot, have the required frontage per the Town code. The property owner is looking for an agreement that allows access to certain lots in an alternate way. Beckki commented that there was no references to the HOA in the DA and that language needs to be included.

PCM Vandertoolen read from the Code section 15.23.2 that addresses access. TCM Hunter agreed that the Town can recognize that the Property has the required frontage and allow for access as requested. Which has been done before under certain circumstances. TCM ~~Huter~~ Hunter agreed to work on the wording to adjust this part of the agreement. PCM Poulter pointed out that there were some discrepancies in the name of certain streets that might need to be adjusted.

The PC went on to discusses several other minor changes they would like to adjust. Chairman Larsen also took issue with the Future Laws section. He would like to see this changed, to read that all current Town Code, laws etc. apply to the property.

The commitment to replacing the Tree's is set, there may be a possibility to address the bike path in the future.
The Wetlands/sensitive lands issue was addressed by PCM Poulter.

<u>Motion to adjourn.</u>

Chairman Larsen made a motion to adjourn, PCM Poulter seconded.

Meeting is adjourned at 3:59 pm

____

Shannon Smith, Clerk

PC Meeting (Attach #4)
5-20-2026

HUNTSVILLE TOWN
ORDINANCE NO. 2026.4.23 1A

DEVELOPMENT AGREEMENT – POWDER LANDING

AN ORDINANCE OF HUNTSVILLE TOWN, UTAH, ADOPTING A DEVELOPMENT AGREEMENT FOR POWDER LANDING; SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Huntsville Town (hereafter "Town") is a municipal corporation, duly organized and existing under the laws of the State of Utah;

WHEREAS, *Utah Code Annotated* §§ 10-8-84 and 10-8-60 allow municipalities in the State of Utah to exercise certain police powers and nuisance abatement powers, including but not limited to providing for safety and preservation of health, promotion of prosperity, improve community well-being, peace and good order for the inhabitants of the Town;

WHEREAS, Title 10, Chapter 20, of the *Utah Code Annotated*, 1953, as amended, enables municipalities to regulate land use and development;

WHEREAS, the Town and Powder Landing negotiated the attached Development Agreement in accordance with *Utah Code Annotated* §10-20-508;

WHEREAS, after publication of the required notice the Planning Commission held a series of Public Hearings to take public comment on the Development Agreement in this Ordinance, after which the Planning Commission gave its recommendation to _________ this Ordinance;

WHEREAS, the Town Council received the recommendation from the Planning Commission and held its public meeting on _________, 2026;

NOW, THEREFORE, be it ordained by the Town Council of Huntsville Town as follows:

Section 1: **Repealer.** Any ordinance or portion of the municipal code inconsistent with this Ordinance is hereby repealed and any reference thereto is hereby vacated.

Section 2: **Development Agreement.** The Development Agreement in Exhibit "A" is hereby adopted.

Section 3: **Severability**. If a court of competent jurisdiction determines that any part of this Ordinance is unconstitutional or invalid, then such portion of this Ordinance, or specific application of this Ordinance, shall be severed from the remainder, which remainder shall continue in full force and effect.

Section 4: **Effective date.** This Ordinance take effect immediately upon approval and posting.

PASSED AND ADOPTED by the Town Council on this ____ day of ___________, 2026.

____
Mayor

ATTEST:

____
Town Clerk

RECORDED this ___ day of __________, 2026.
PUBLISHED OR POSTED this ___ day of __________, 2026.

CERTIFICATE OF PASSAGE AND PUBLICATION OR POSTING

In accordance with Utah Code Annotated §10-3-713, 1953 as amended, I, the Town Clerk of Huntsville Town, hereby certify that the foregoing Ordinance was duly passed and published or posted as provided by State Law.

______________________________ DATE:_____________
Town Clerk

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 combined

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 Edit/remove

Public Zone US Forest

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, pavillion 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 Community Benefit Agreement

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

over 100

3 **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 require Town Approval - Special Events

over 100

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 Fire hydrant pool

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 Property

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,

Not Allow Camping?

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~~. acceptable to the Town

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:

pool parking

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", is ~~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.

A ~~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. 9 Outdoor lighting

B ~~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. outside Town Boundre

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 7 ~~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

No pad water into Pineview

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.

+ Refferendm Clause

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.

LSP

TOWN: HUNSTVILLE TOWN
CORPORATION, a Utah Municipal
Corporation

By: ______________________
Richard Sorensen, Mayor

ATTEST:

____
City Recorder

APPROVED AS TO FORM:

____
City Attorney

OWNER: POWDER BEACH LLC, a Delaware limited liability company

By: ______________________

Name: ______________________

Title: ______________________

ATTEST:

By: ______________________

Title: ______________________

APPROVED AS TO FORM:

____
Attorney

ACKNOWLEDGMENTS

STATE OF UTAH)
: SS
COUNTY OF WEBER)

On this ____ day of ____________, 2026, before the undersigned notary public in and for the said state, personally appeared Richard Sorensen, known or identified to me to be the Mayor of Huntsville Town, who executed the foregoing instrument on behalf of said Town and acknowledged to me that said Town executed the same by authority of its Town Council.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.

____

Notary Public

STATE OF UTAH)
: SS
COUNTY OF WEBER)

On this ____ day of ____________, 2025, before the undersigned notary public in and for the said state, personally appeared ___________________, known or identified to me to be the___________ of Powder Beach LLC, a Delaware limited liability company, who executed the foregoing instrument on behalf of said LLC and acknowledged to me that said LLC executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.

____

Notary Public

EXHBIT A

LEGAL DESCRIPTION

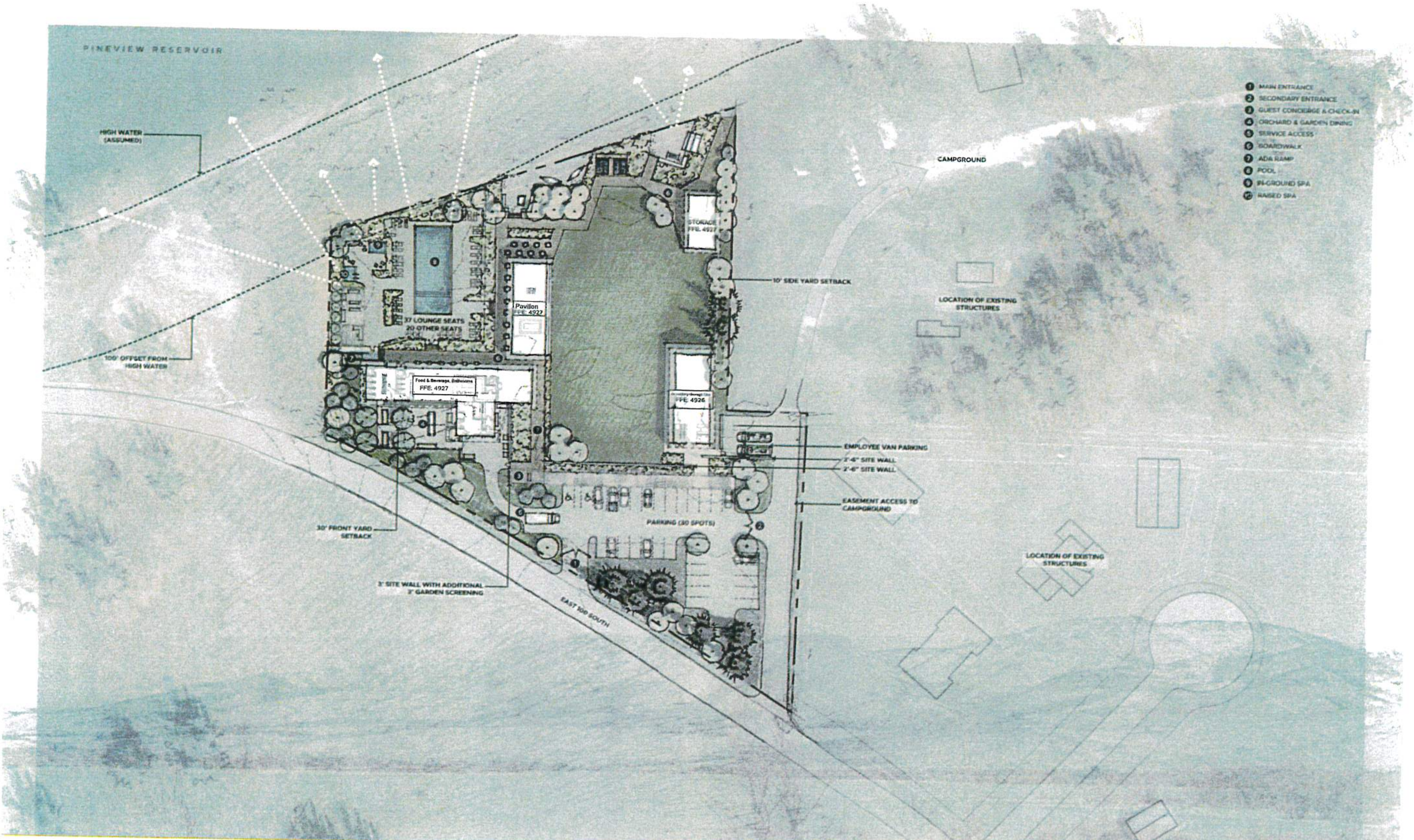
THE BASIS OF BEARING IS THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 12, TOWNSHIP 6 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN AND IS CONSIDERED TO BEAR NORTH 89°11'31" WEST 2663.19 FEET. MONUMENTED AT THE SOUTH QUARTER CORNER WITH 3" BRASS CAP AND MONUMENTED AT THE SOUTHWEST CORNER WITH A 3" BRASS CAP. THE BEARING WAS MEASURED IN UTM 12 NORTH, NAD83 ZONE, U.S. SURVEY FEET.

BEGINNING AT A POINT BEING NORTH 89°11'31" WEST 1013.82 FEET ALONG THE SECTION LINE, FROM THE FOUND SOUTH QUARTER CORNER, SECTION 12, TOWNSHIP 6 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, AND RUNNING, THENCE SOUTH 2°00'00" WEST, 216.80 FEET; THENCE NORTHWESTERLY ALONG A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 3,363.73 FEET, (CHORD BEARS NORTH 58°43'30" WEST 369.21 FEET), THROUGH A CENTRAL ANGLE OF 6°17'32", FOR AN ARC DISTANCE OF 369.40 FEET THENCE NORTHWESTERLY A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 568.69 FEET, (CHORD BEARS NORTH 64°12'59" WEST, 51.82 FEET), THROUGH A CENTRAL ANGLE OF 5°13'22", FOR AN ARC DISTANCE OF 51.84 FEET; THENCE NORTH 0°45'42" EAST, 161.46 FEET; THENCE NORTH 71°28'10" EAST, 326.43 FEET; THENCE SOUTH 0°45'35" WEST, 239.57 FEET; THENCE SOUTH 88°57'57" EAST, 62.10 FEET; THENCE SOUTH 2°00'00" WEST, 22.08 FEET, TO THE POINT OF BEGINNING.

CONTAINING 104,695.63 SQUARE FEET, OR 2.403 ACRES, MORE OR LESS

EXHIBIT B

SITE PLAN



POWDER LANDING | SCHEMATIC SITE PLAN

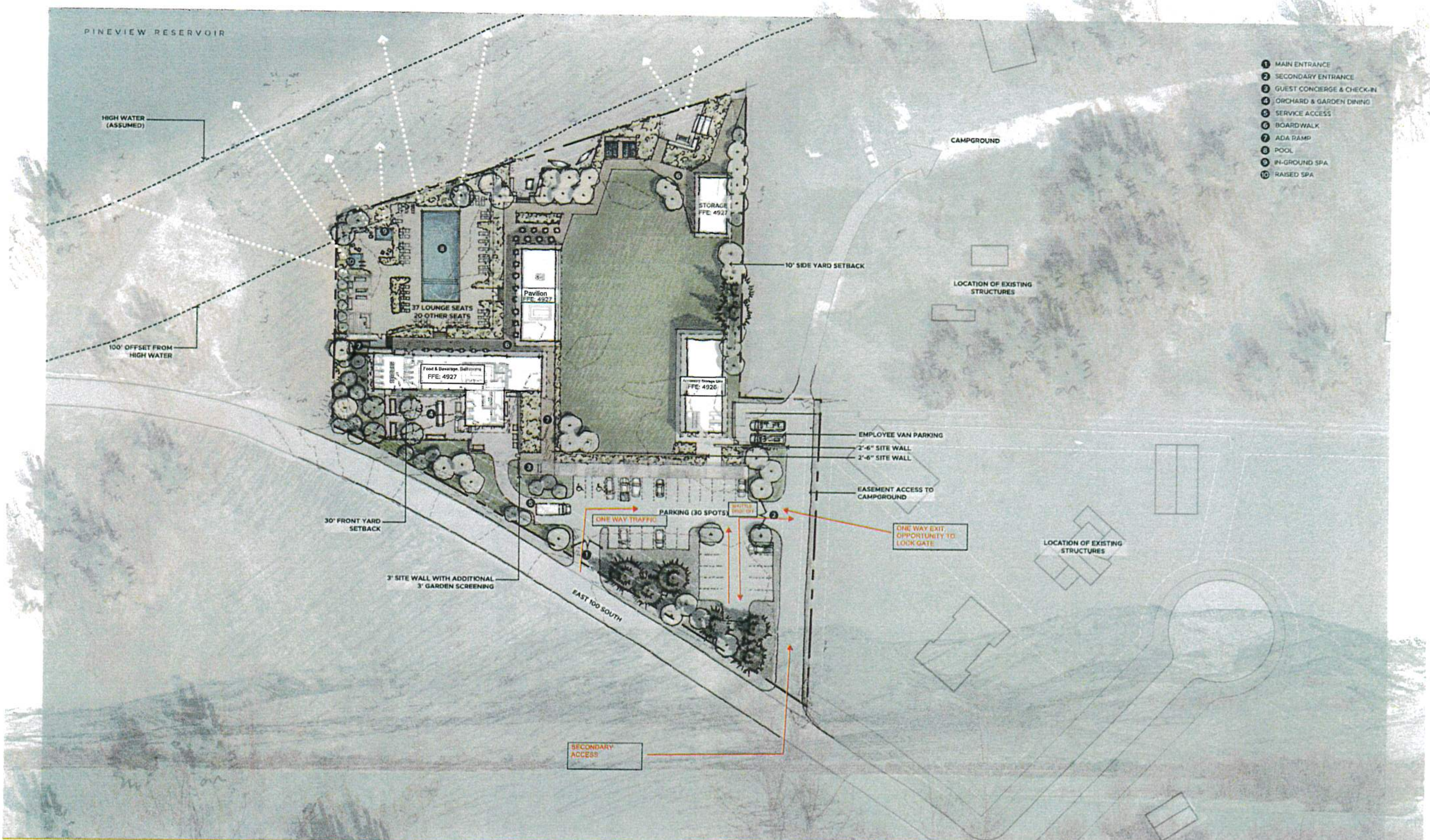
SCALE

2025.07.08

FIELDSTUDIO

EXHIBIT C

TRAFFIC MITIGATION PLAN



POWDER LANDING | SCHEMATIC SITE PLAN

2025.07.08

FIELDSTUDIO

EXHIBIT D

STORM DRAIN MITIGATION PLAN -N/A

PC Meeting (Attch - 5)
5-20-2026

HUNTSVILLE TOWN
ORDINANCE NO. __2026.4.23 1B

DEVELOPMENT AGREEMENT – MCKAY MEADOWS

AN ORDINANCE OF HUNTSVILLE TOWN, UTAH, ADOPTING A DEVELOPMENT AGREEMENT FOR MCKAY MEADOWS; SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Huntsville Town (hereafter "Town") is a municipal corporation, duly organized and existing under the laws of the State of Utah;

WHEREAS, *Utah Code Annotated* §§ 10-8-84 and 10-8-60 allow municipalities in the State of Utah to exercise certain police powers and nuisance abatement powers, including but not limited to providing for safety and preservation of health, promotion of prosperity, improve community well-being, peace and good order for the inhabitants of the Town;

WHEREAS, Title 10, Chapter 20, of the *Utah Code Annotated*, 1953, as amended, enables municipalities to regulate land use and development;

WHEREAS, the Town and Steve Starks negotiated the attached Development Agreement in accordance with *Utah Code Annotated* §10-20-508;

WHEREAS, after publication of the required notice the Planning Commission held its Public Hearing on or about May ____, 2026, to take public comment on the Development Agreement in this Ordinance, after which the Planning Commission gave its recommendation to _________ this Ordinance;

WHEREAS, the Town Council received the recommendation from the Planning Commission and held its public meeting hearing on _________, 2026;

NOW, THEREFORE, be it ordained by the Town Council of Huntsville Town as follows:

Section 1: **Repealer.** Any ordinance or portion of the municipal code inconsistent with this Ordinance is hereby repealed and any reference thereto is hereby vacated.

Section 2: **Development Agreement.** The Development Agreement in Attachment "1" is hereby adopted.

Section 3: **Severability**. If a court of competent jurisdiction determines that any part of this Ordinance is unconstitutional or invalid, then such portion of this Ordinance, or specific application of this Ordinance, shall be severed from the remainder, which remainder shall continue in full force and effect.

Section 4: **Effective date.** This Ordinance take effect immediately upon approval and posting.

PASSED AND ADOPTED by the Town Council on this ____ day of ___________, 2026.

____
Mayor

ATTEST:

____
Town Clerk

RECORDED this ___ day of ___________, 2026.
PUBLISHED OR POSTED this ___ day of ___________, 2026.

CERTIFICATE OF PASSAGE AND PUBLICATION OR POSTING

In accordance with Utah Code Annotated §10-3-713, 1953 as amended, I, the Town Clerk of Huntsville Town, hereby certify that the foregoing Ordinance was duly passed and published or posted as provided by State Law.

______________________________ DATE:______________
Town Clerk

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:

WHEREAS, Owner is the owner and developer of certain real property located within the Town, more particularly described on **Exhibit A** (the "Property");

WHEREAS, 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);

WHEREAS, 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 Entry #3315737 in the Office of the Weber County recorder and was recorded on February 26, 2024;

WHEREAS, 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;

WHEREAS, 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;

WHEREAS, 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) as set forth in the *Huntsville Municipal Code* 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 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 Municipal 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. **Adoption**. The Town agrees to adopt this Development Agreement by Ordinance concurrent with the execution of this Agreement. This Agreement may be recorded by either Party no sooner than thirty (30) days after adoption.

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:

See update

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. Code Updates. Future Laws that are updates or amendments to the Huntsville Municipal Code, except those adopted by the State Code Commission, 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;

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; and

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

5. **Obligations**.

Change

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 regulations and standards. Maintenance, repair, snow removal, and general upkeep of all 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 single 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.

& maintain on land and property Along

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. & location

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. & Sensitive land as well

5.6. **Boundary Adjustment**. The development shall adhere to the procedures and requirements set forth in Utah Code §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 this 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. Consistent w/ Annex Agmt

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

7381 East 200 South
PO Box 267
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 any 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 of this Agreement shall have exclusive venue in the Second Judicial District Court of the State of Utah.

10.10. **Third Party Rights**. The Parties to this Agreement are the Owner and Town. There are no intended third-party beneficiaries of this Agreement. The Parties acknowledge that this Agreement refers to a private development and that the Town has no interest in, responsibility for, or duty to any third parties concerning any improvements to the Property.

10.11. **Further Documentation**. This Agreement is entered into by the Parties with the recognition and anticipation that subsequent agreements, plans, profiles, engineering and other documentation implementing and carrying out the provisions of this Agreement may be necessary. The Parties agree to negotiate and act in good faith with respect to all such future items.

10.12. **Force Majeure**. Any prevention, delay or stoppage of the performance of any obligation under this Agreement which is due to strikes, labor disputes, inability to obtain labor, materials, equipment or reasonable substitutes therefore; acts of nature; governmental restrictions, regulations or controls; judicial orders; enemy or hostile government actions; wars, civil commotions; pandemics; fires or other casualties or other causes beyond the reasonable control of the Party obligated to perform hereunder shall excuse performance of the obligation by that Party for a period equal to the duration of that prevention, delay or stoppage.

10.13. **Relationship of Parties**. This Agreement does not create any joint venture, partnership, undertaking, business arrangement or fiduciary relationship between the Town and the Owner.

10.14. **Headings**. The headings contained in this Agreement are intended for convenience only and are in no way to be used to construe or limit the text herein.

(Remainder of this Page is left blank intentionally)

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement by and through their respective duly authorized representatives as of the day and year first written above.

MCKAY MEADOWS LLC,
a Utah limited liability company

By: ___________________________
Name: Steve Starks
Its: Manager

STATE OF UTAH)
: ss.
COUNTY OF __________)

On this ______ day of ________________, 2026, personally appeared before me Steve Starks, the Manager of McKay Meadows LLC, a Utah limited liability company, whose identity is personally known to me, or proven on the basis of satisfactory evidence, to be the person who executed the Agreement on behalf of said company and who duly acknowledged to me that he/she executed the same for the purposes therein stated.

____
Notary Public

TOWN OF HUNTSVILLE, a municipality and political subdivision of the State of Utah

By: ______________________________
Name: ____________________________
Its: ______________________________

Attest:

____
Town Clerk

STATE OF UTAH)
: ss.
COUNTY OF ____________)

On this ______ day of ________________, 2026, personally appeared before me __________________, the authorized signer of the Town of Huntsville, whose identity is personally known to me, to be the person who executed the Agreement on behalf of the Town of Huntsville, and who duly acknowledged to me that he executed the same for the purposes therein stated.

____
Notary Public

Approved as to Form:

Town Attorney

EXHIBIT A

Description of the Property

A part of Lot 3, Block 3, Plat "B", Huntsville Survey, more particularly described as follows, to-wit:

Commencing at the Southeast corner of said Lot 3; running thence Westerly along the South line of said Lot 3, 10 chains, more or less, to the Southwest corner thereof; thence North along the West line of said Lot 3, 6 chains; thence Easterly parallel to the South line of said Lot 3, 10 chains, more or less, to the East line of said Lot 3; thence South 6 chains to the place of beginning.

LESS AND EXCEPTING therefrom the following:

A tract of land for highway known as Project No. 0570 situated in Lot 3, Block 3, Plat B, Huntsville Survey. Said tract of land is bounded on the west side by a line parallel to and 40 feet distant West from the center line of survey of said project and bounded East from said West side line by the Southeast and North boundaries of the Grantor's land. The portion of said center line, which parallels said West side line, is described as follows:

Beginning at Engineer's Station 5+34 which point is approximately 5 feet East, from the Southeast corner of said Lot 3; thence North 1°37'58" West 6 chains, more or less, to Engineer's Station 9+35, which point is approximately 6 chains North along the East boundary line of said Lot 3 from the Southeast corner of said Lot 3 as shown on the official map of said project on file in the office of the State Road Commission of Utah.

ALSO LESS AND EXCEPTING therefrom the following:

A parcel of land in fee for a highway known as Project No. RS-0565(1), being part of entire tract of property, in Lot 3, Block 3, Huntsville Townsite Plat "B" in the Northeast quarter of Section 18, Township 6 North, Range 2 East, Salt Lake Base and Meridian. The boundaries of said parcel of land are described as follows:

Beginning at a point 40 feet Westerly from the Southeast corner of said Lot 3, said point being on the North right of way line of First Street and the West right of way line of State Highway U-39; thence Westerly 418 feet, more or less, along said North right of way line to the East line of Huntsville City Limits; thence Northerly 16.5 feet; thence Easterly 418 feet, more or less, parallel to said Northerly right of way line to a point 16.5 feet North 1°37'58" West from the point of beginning; thence South 1°37'58" East 16.5 feet to the point of beginning.

ALSO LESS AND EXCEPTING therefrom any portion lying within First Street.

ALSO LESS AND EXCEPTING therefrom the following:

A parcel of land in fee, being part of an entire tract of property, situate in Lot 3, Block 3, Plat B, Huntsville Survey, situate in the NE1/4 NE1/4 of Section 18, T.6N., R.2E., S.L.B.&M., for the construction of improvements incident to SR-39; MP 19.36, Construct Roundabout, known as project number F-0039(43)19.

Beginning at a point on the westerly right of way line of 7800 East Street, which point is 866.23 feet S.88°56'41'W. along the section line and 621.58 feet S.01°36'28"E. from the Northeast Corner of said Section 18, which point is also 71.69 feet perpendicularly distant northerly from the control line of said project at Engineer Station 105+78.51; thence along said right of way line S.01°36'28"E. 25.04 feet to the northerly right of way line of 100 South Street; thence along said right of way line N.88°35'53"W. 105.98 feet to a point which is 44.53 feet perpendicularly distant northerly from the control line of said project, at Engineer Station 104+74.38; thence N.73°58'49"E. 83.50 feet to a point which is 71.18 feet perpendicularly distant northerly from the control line of said project, at Engineer Station 105+53.52; thence S.88°35'54"E, 25.00 feet, more or less, to the point of beginning as shown on the official map of said project on file at the office of the Utah Department of Transportation.

(Note: Rotate above bearings 00°08'26" clockwise to equal project bearings.)

All of Lot 4, Block 3, Plat "B", Huntsville Townsite (being a part of Section 18, Township 6 North, Range 2 East, Salt Lake Base and Meridian).

LESS AND EXCEPTING therefrom the following:

Beginning at the intersection of two fences, said point being the Southwest corner of the said Lot 4, Block 3, Plat "B", Huntsville Townsite; thence North 154 feet along a fence; thence East 220 feet; thence South 154 feet to a fence; thence West 220 feet along the said fence to the point of beginning.

Part of the Southeast Quarter of Section 7, Township 6 North, Range 2 East, Salt Lake Meridian: Beginning at a point 9.77 chains North and 12.46 chains North 86°53' West from Southeast corner of said quarter section, and running thence North 86°53' West 10.53 chains; thence North 1°54' West 9.57 chains; thence North 89°51' East 10.58 chains: thence Southerly to the beginning.

ALSO:

Beginning at a point on the South line of said section, 9.25 chains North 88°51' East from the Southwest corner of said quarter section; thence North 88°51' East 8.20 chains, on section line; thence North 1°54' West 20.01 chains; thence South 88°51' West 7.45 chains; thence South 0°15' West 20.0 chains to the beginning.

EXCEPTING County road.

ALSO LESS AND EXCEPTING therefrom that portion lying within Ogden Valley.

EXHIBIT B

Depictions of the Parcels and the Project

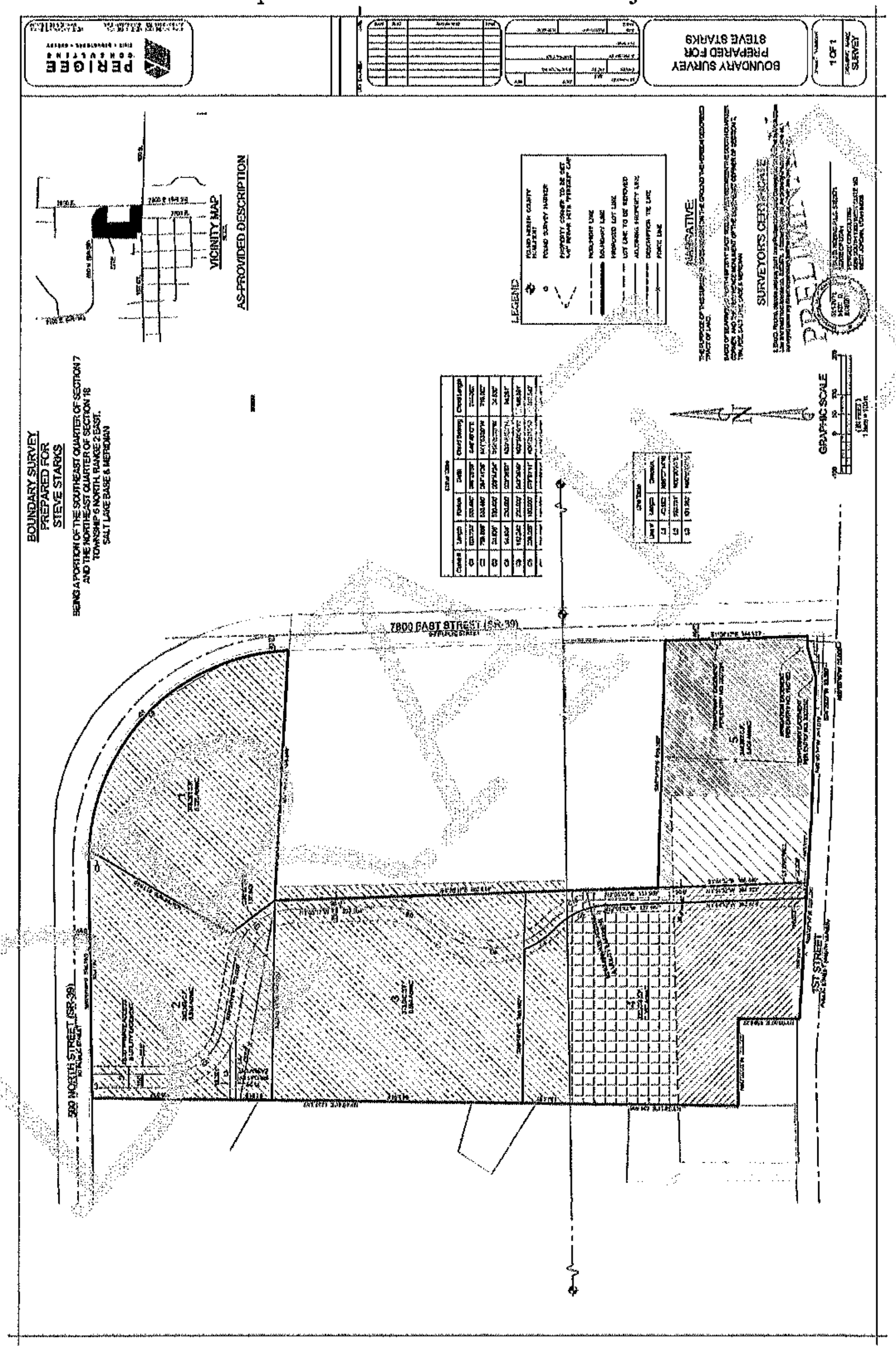


EXHIBIT C

Revised Legal Descriptions

Reconfigured Parcel 1

Beginning at a point on the South Right-of-Way Line of 500 North Street (SR-39), said point also being on a 533.690 foot radius non tangent curve to the right, (radius bears South 02°46'12" West, Chord: South 44°53'00" East 719.002 feet), said point lies North 89°05'11" East 1233.031 feet along the Section Line and North 1226.609 feet from the South Quarter Corner of Section 7, Township 6 North, Range 2 East, Salt Lake Base and Meridian and running thence along said 500 North Street (SR-39) and the arc of said curve 788.888 feet through a central angle of 84°41'36"; thence North 87°06'58" West 636.685 feet; thence North 36°52'01" West 137.843 feet; thence North 29°54'39" East 423.549 feet to the point of beginning.

Property contains 5.725 acres.

Reconfigured Parcel 2

Beginning at a point on the South Right-of-Way Line of 500 North Street (SR-39), said point lies North 89°05'11" East 603.420 feet along the Section Line and North 1227.128 feet from the South Quarter Corner of Section 7, Township 6 North, Range 2 East, Salt Lake Base and Meridian and running thence along said 500 North Street (SR-39) the following (2) courses: 1) North 89°01'48" East 594.790 feet to a point on a 533.690 foot radius tangent curve to the right, (radius bears South 00°58'12" East, Chord: South 89°06'00" East 34.830 feet); 2) along the arc of said curve 34.836 feet through a central angle of 03°44'24"; thence South 29°54'39" West 423.549 feet; thence South 36°52'01" East 137.843 feet; thence North 89°19'16" West 506.535 feet; thence North 00°40'44" East 461.922 feet to the point of beginning.

Property contains 5.514 acres.

Reconfigured Parcel 3

Beginning at a point on the Northerly Right-of-Way Line of 1st Street, said point lies North 89°05'11" East 1150.341 feet along the Section Line and South 617.901 feet from the South Quarter Corner of Section 7, Township 6 North, Range 2 East, Salt Lake Base and Meridian and running thence along said 1st Street North 86°27'14" West 40.182 feet; thence North 01°54'32" West 382.678 feet; thence North 02°01'42" West 127.667 feet to a point on a 200.000 foot radius tangent curve to the left, (radius bears South 87°58'18" West, Chord: North 23°50'06" West 148.591 feet); thence along the arc of said curve 152.240 feet through a central angle of 43°36'49" to a point of reverse curvature with a 230.000 foot radius tangent curve to the right, (radius bears North 44°21'30" East, Chord: North 33°49'02" West 94.261 feet); thence along the arc of said curve 94.934 feet through a central angle of 23°38'57"; thence North 89°18'46" West 390.092 feet; thence North 00°40'44" East 643.014 feet; thence South 89°19'16" East 506.535 feet; thence South 01°55'17" East 982.644 feet; thence South 01°54'32" East 386.540 feet to the point of beginning.

Property contains 8.564 acres.

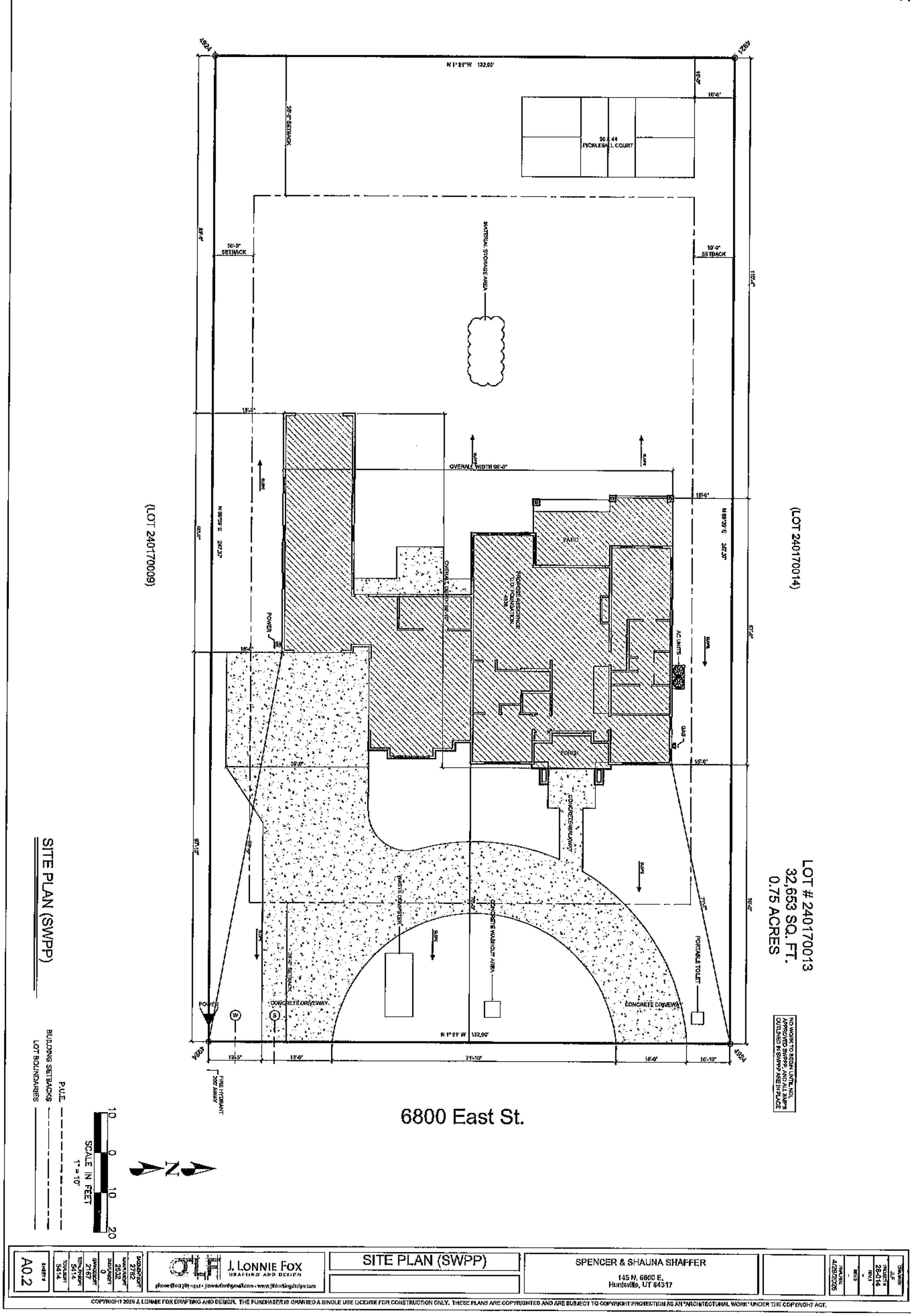
Reconfigured Parcel 4
Beginning at a point on the Northerly Right-of-Way Line of 1st Street, said point lies North 89°05'11" East 1110.231 feet along the Section Line and South 614.776 feet from the South Quarter Corner of Section 7, Township 6 North, Range 2 East, Salt Lake Base and Meridian and running thence along said 1st Street North 86°27'14" West 306.678 feet; thence North 158.895 feet; thence West 220.000 feet; thence North 00°38'31" East 428.686 feet; thence North 00°40'44" East 122.450 feet; thence South 89°18'46" East 390.092 feet to a point on a 230.000 foot radius non tangent curve to the left, (radius bears North 68°00'27" East, Chord: South 33°49'02" East 94.261 feet); thence along the arc of said curve 94.934 feet through a central angle of 23°38'57" to a point of reverse curvature with a 200.000 foot radius tangent curve to the right, (radius bears South 44°21'30" West, Chord: South 23°50'06" East 148.591 feet); thence along the arc of said curve 152.240 feet through a central angle of 43°36'49"; thence South 02°01'42" East 127.667 feet; thence South 01°54'32" East 382.678 feet to the point of beginning.

Property contains 7.357 acres.

Reconfigured Parcel 5
Beginning at a point on the West Right-of-Way Line of 7800 East Street (SR-39), said point lies North 89°05'11" East 1766.619 feet along the Section Line and South 260.389 feet from the South Quarter Corner of Section 7, Township 6 North, Range 2 East, Salt Lake Base and Meridian and running thence along said 7800 East Street South 01°34'17" East 368.523 feet to the North Line of Utah Department of Transportation Parcel No. 24-020-0011; thence along said Parcel No. 24-020-0011 the following (2) courses: 1) North 88°05'16" West 25.000 feet; 2) South 74°29'27" West 83.500 feet to the North Line of Weber County Corp. Parcel No. 24-020-0007; thence along said Parcel No. 24-020-0007 North 88°05'14" West 341.019 feet to the Northerly Right-of-Way Line of 1st Street; thence along said 1st Street North 86°27'14" West 180.377 feet; thence North 01°54'32" West 386.540 feet; thence South 88°16'17" East 629.362 feet to the point of beginning.

Property contains 5.604 acres.

PC Meeting (Attch #6)
5-20-2024



2026-0032
$150

LAND USE PERMIT

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

Tax ID # 24017003

Address of Structure 145 N. 6800 E

Name & Address of Owner/Owners Shaffer

The above described Site Plan has been reviewed for setback compliance by the Huntsville Town Planning Commission on: 3.26.2026 / Revisal 5.20.2026

Set Backs Approved: Yes X No ______

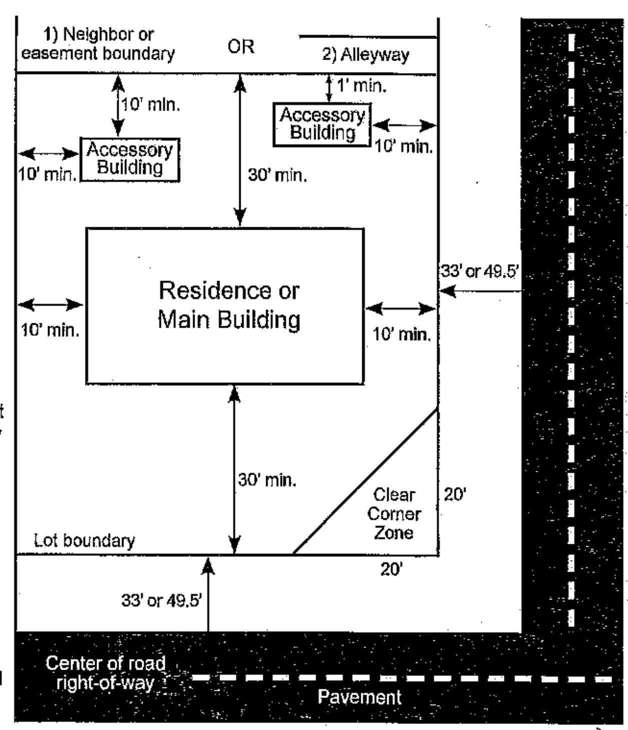
Any special stipulations and conditions of the Site Plan Review: lighting Per lighting Ordance

Huntsville Planning Commission Chairman

Property Owner Signature

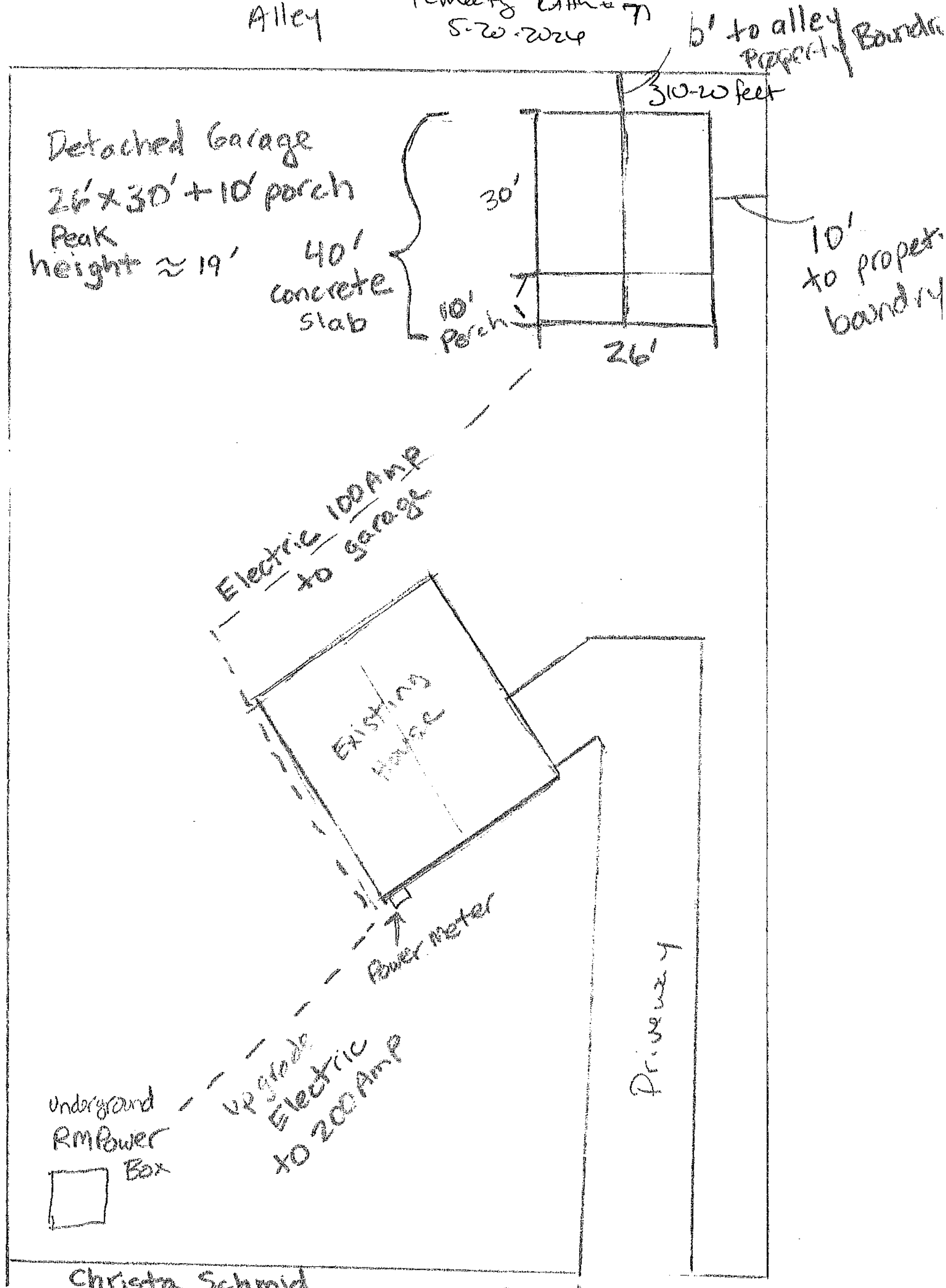
"By signing this form, the applicant agrees that they understand that the Huntsville Town R-1 zone, which their lot is zoned, only allows for one single family dwelling on the lot. The applicant also agrees that they understand that if any changes to their site plan are made after the Land Use Permit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

Huntsville Town Residential Zone Setbacks



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

PC Meetg Attmt 7
5-20-2024



Christa Schmid
245 S 7700 E.
Parcel 24-010-0026

2026-0034

$150

LAND USE PERMIT

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

Tax ID # 24-010-0026

Address of Structure 245 S. 7700 E.

Name & Address of Owner/Owners Christe Schmid

The above described Site Plan has been reviewed for setback compliance by the Huntsville Town Planning Commission on: 5.20.2026

Set Backs Approved: Yes X No ______ * modify site plan to Allow 10-20 feet from Alley setback

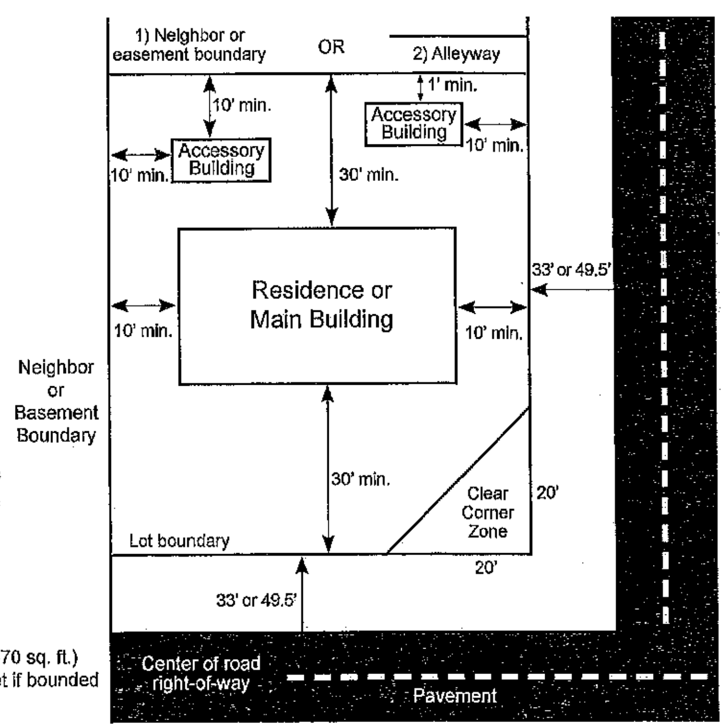
Any special stipulations and conditions of the Site Plan Review: None

Huntsville Planning Commission Chairman

Property Owner Signature

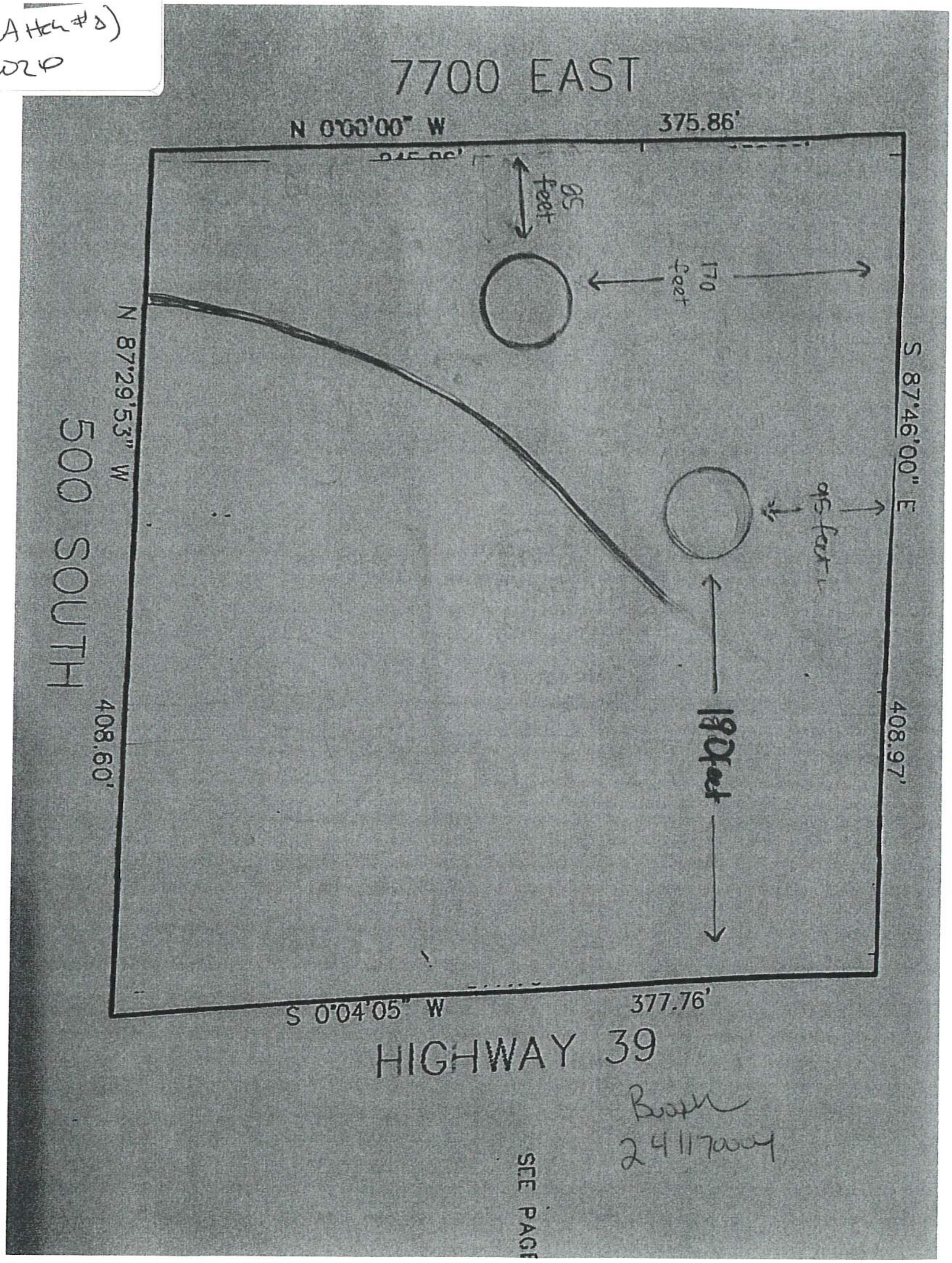
"By signing this form, the applicant agrees that they understand that the Huntsville Town R-1 zone, which their lot is zoned, only allows for one single family dwelling on the lot. The applicant also agrees that they understand that if any changes to their site plan are made after the Land Use Permit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

Huntsville Town Residential Zone Setbacks



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

PC Meeting (Attch #8)
5-20-2020



Booth
Parcel # 24117004

2026-0035

$150

LAND USE PERMIT

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

Tax ID # 24117000 4

Address of Structure TBD

Name & Address of Owner/Owners Booth

The above described Site Plan has been reviewed for setback compliance by the Huntsville Town Planning Commission on: 5-20-2026

Set Backs Approved: Yes X No ______

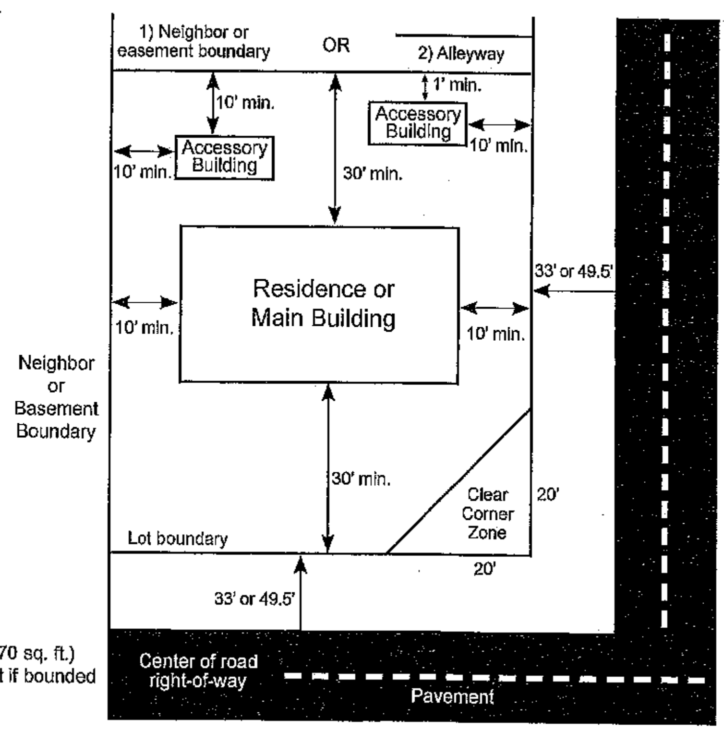
Any special stipulations and conditions of the Site Plan Review: NONE

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."

Huntsville Town Residential Zone Setbacks *



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