

**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,**

**Development Agreement for Powder Landing (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.

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.

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.

**Development Agreement for McKay Meadows (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 clarified 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 Vandertooleen 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 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 discuss 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.

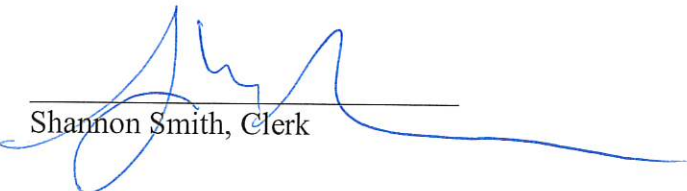
The commitment to replacing the Trees is set, there may be a possibility to address the bike path in the future.

The Wetlands/sensitive lands issue was addressed by PCM Poulter.

Motion to adjourn.

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

**Meeting is adjourned at 3:59 pm**

  
\_\_\_\_\_  
Shannon Smith, 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

**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 1<sup>st</sup> 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 1<sup>st</sup> 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





# Community Benefit Agreement

## - DRAFT -

Subject: Framework for Community Benefit Agreement (CBA) – Powder Landing Development

Powder Mountain Leadership:

On behalf of Huntsville Town leadership, thank you for your continued collaboration and constructive approach as we work together on the proposed Powder Landing development. We appreciate the recognition by Powder Mountain of the potential impacts this project may have on the Town and its residents, as well as your willingness to proactively address those impacts through a Community Benefit Agreement (CBA).

This letter is intended to provide a clear framework and guiding principles for the drafting of the CBA, which will be referenced in the Development Agreement between Powder Mountain and Huntsville Town, and executed as a separate agreement.

## 1. Purpose and Intent

The primary purpose of the CBA is to:

- Offset and mitigate identifiable impacts associated with the Powder Landing development, including but not limited to increased road wear, incremental traffic and safety concerns, impacts to community character (e.g., noise and activity levels), and potential strain on resources (e.g. park, safety, and other Town resources)
- Provide tangible, measurable benefits to Huntsville Town residents.
- Establish a spirit of long-term partnership between Powder Mountain and Huntsville Town, aligned with the Town's General Plan and community vision.

The CBA should be structured as a good-faith, collaborative instrument—not only addressing near-term impacts, but also reinforcing a durable, positive relationship between the parties.

## 2. Financial Contribution

Powder Mountain has offered a contribution of \$300,000, which will serve as the foundational funding mechanism for the CBA.

The agreement should clearly define:

- Total Contribution Amount: \$300,000
- Payment Structure: (e.g., lump sum at execution, or defined milestone-based disbursements tied to development phases)
- Timing: Specific deadlines or triggers for payment(s)

- Administration: Funds to be paid directly to Huntsville Town and held in a designated account or fund

### 3. Eligible Use of Funds

The CBA should define allowable uses of the contribution, with flexibility for the Town to allocate funds as priorities evolve, while maintaining clear nexus to project impacts.

Primary intended uses include:

- Road Maintenance and Improvements
- Pedestrian and Bicycle Safety Enhancements
- Traffic Management and Safety Measures
- Community Impact Mitigation
- Maintenance and Management of Public Resources

The agreement should allow Huntsville Town reasonable discretion in allocating funds within these categories, provided there is a clear relationship to mitigating project-related impacts.

### 4. No Admission / Proportionality

To ensure legal clarity and reduce risk under applicable Utah land use and exaction standards, the CBA should include language stating that:

- The contribution is a voluntary, mutually agreed-upon community benefit, and
- Is intended to address reasonably anticipated impacts in a manner that is proportionate and roughly related to the development.

This provision is important to maintain defensibility and distinguish the CBA from a mandatory exaction.

### 5. Governance and Implementation

The agreement should outline:

- **Town Control of Funds:** Huntsville Town will have authority over prioritization and expenditure of funds, consistent with the purposes outlined above.
- **Transparency:** Optional annual or periodic reporting summarizing how funds are allocated and utilized.
- **Coordination:** Good-faith consultation between Powder Mountain and the Town on major expenditures, where appropriate.

## 6. Term and Applicability

The CBA should specify:

- **Effective Date:** Typically tied to execution or a defined development milestone
- **Duration:** Whether the agreement is one-time (based on the \$300,000 contribution) or includes any ongoing commitments (if applicable)
- **Applicability:** Clearly tied to the Powder Landing development project

## 7. Relationship to Development Agreement

The CBA should:

- Be explicitly referenced within the Development Agreement
- Stand as a separate, enforceable agreement
- Not conflict with, but rather complement, land use approvals, conditions of approval, or other regulatory requirements

## 8. Non-Precedent Setting

To preserve flexibility for both parties in future matters, the agreement should include a statement that:

- The CBA is specific to the Powder Landing project and
- Does not establish a binding precedent for future developments or agreements

## 9. Spirit of Partnership

pg 3 of 3

Finally, the agreement should reflect the shared intent of both parties to:

- Maintain Huntsville's character as a small, close-knit, and outdoor-oriented community
- Support responsible, high-quality development
- Build a long-term, collaborative relationship between Powder Mountain and Huntsville Town

We appreciate Powder Mountain's leadership in bringing forward this contribution and approach. We believe this framework provides a clear path for legal counsel to draft an agreement that is practical, defensible, and aligned with the shared goals of both parties.

We look forward to reviewing the draft CBA and continuing this collaborative process.

Richard Sorensen - Huntsville Town Mayor

Jim Truett - Town Council Member

PC Work Session 4.30.26  
A Hack # 2

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 <sup>or North</sup> Spring Creek. Owner will counsel with Huntsville Town Tree Committee to determine what trees are most suitable for planting in that area. <sup>?</sup>

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. <sup>Current standard</sup> <sup>PC Sensitive lands</sup>

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

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.

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.

**EXHIBIT B**  
 Depictions of the Parcels and the Project

