

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 Any ordinance or portion of the municipal code inconsistent with this Ordinance is hereby repealed and any reference thereto is hereby vacated.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

Town Clerk

DATE: _____

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:

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.**

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.

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.

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.

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.

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 assignees, 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 _____)

Town Attorney

DRAFT

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 $1^{\circ}37'58''$ 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 $1^{\circ}37'58''$ West from the point of beginning; thence South $1^{\circ}37'58''$ 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. $88^{\circ}56'41''$ W. along the section line and 621.58 feet S. $01^{\circ}36'28''$ E. from the Northeast Corner of said Section 18, which point is also 71.63 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. $01^{\circ}36'28''$ E. 25.04 feet to the northerly right of way line of 100 South Street; thence along said right of way line N. $88^{\circ}35'53''$ 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. $73^{\circ}58'49''$ 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. $88^{\circ}35'54''$ 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 $00^{\circ}08'26''$ 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 $86^{\circ}53'$ West from Southeast corner of said quarter section, and running thence North $86^{\circ}53'$ West 10.53 chains; thence North $1^{\circ}54'$ West 9.57 chains; thence North $89^{\circ}51'$ 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 $88^{\circ}51'$ East from the Southwest corner of said quarter section; thence North $88^{\circ}51'$ East 8.20 chains, on section line; thence North $1^{\circ}54'$ West 20.01 chains; thence South $88^{\circ}51'$ West 7.45 chains; thence South $0^{\circ}15'$ 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

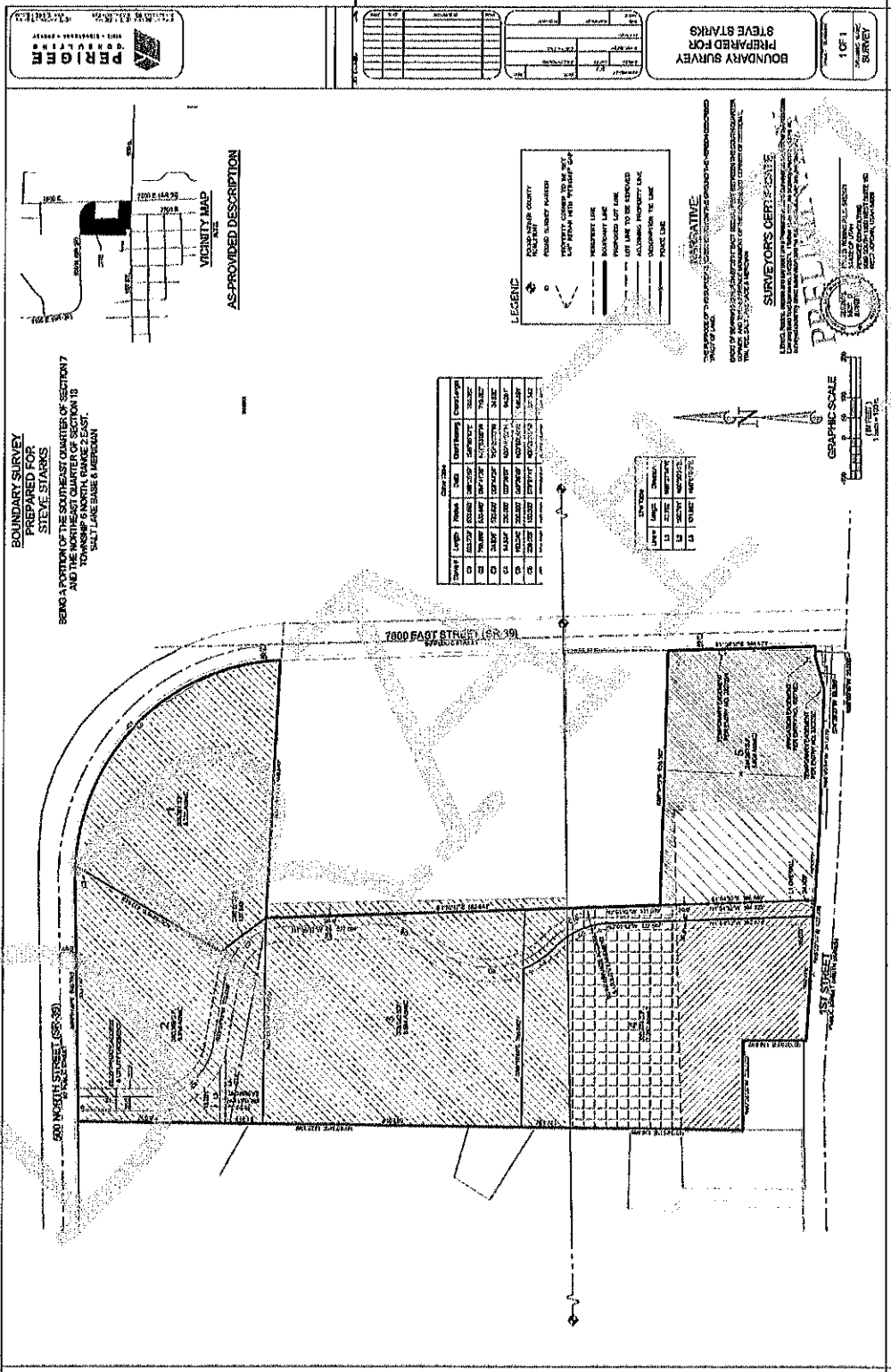


EXHIBIT C
Revised Legal Descriptions

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 $89^{\circ}05'11''$ 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 $86^{\circ}27'14''$ West 306.678 feet; thence North 158.895 feet; thence West 220.000 feet; thence North $00^{\circ}38'31''$ East 428.686 feet; thence North $00^{\circ}40'44''$ East 122.450 feet; thence South $89^{\circ}18'46''$ East 390.092 feet to a point on a 230.000 foot radius non tangent curve to the left, (radius bears North $68^{\circ}00'27''$ East, Chord: South $33^{\circ}49'02''$ East 94.261 feet); thence along the arc of said curve 94.934 feet through a central angle of $23^{\circ}38'57''$ to a point of reverse curvature with a 200.000 foot radius tangent curve to the right, (radius bears South $44^{\circ}21'30''$ West, Chord: South $23^{\circ}50'06''$ East 148.591 feet); thence along the arc of said curve 152.240 feet through a central angle of $43^{\circ}36'49''$; thence South $02^{\circ}01'42''$ East 127.667 feet; thence South $01^{\circ}54'32''$ 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 $89^{\circ}05'11''$ 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 $01^{\circ}34'17''$ 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 $88^{\circ}05'16''$ West 25.000 feet; 2) South $74^{\circ}29'27''$ 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 $88^{\circ}05'14''$ West 341.019 feet to the Northerly Right-of-Way Line of 1st Street; thence along said 1st Street North $86^{\circ}27'14''$ West 180.377 feet; thence North $01^{\circ}54'32''$ West 386.540 feet; thence South $88^{\circ}16'17''$ East 629.362 feet to the point of beginning.

Property contains 5.604 acres.