

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- Section 1: Repealer.** Any ordinance or portion of the municipal code inconsistent with this Ordinance is hereby repealed and any reference thereto is hereby vacated.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

Town Clerk

DATE: _____

DEVELOPMENT AGREEMENT

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

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

RECITALS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

AGREEMENT

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

ARTICLE I DEFINITIONS

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

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

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

ARTICLE II THE PROJECT

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

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

ARTICLE III DEVELOPMENT AND USE STANDARDS

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

3.02 Standards.

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

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

3.03 Special Events.

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

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

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

ARTICLE IV INFRASTRUCTURE AND MITIGATION

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

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

**ARTICLE V
REMEDIES**

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

**ARTICLE VI
GENERAL PROVISIONS**

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

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

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

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

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

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

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

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

TOWN: HUNSTVILLE TOWN
CORPORATION, a Utah Municipal
Corporation

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

EXHIBIT 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.

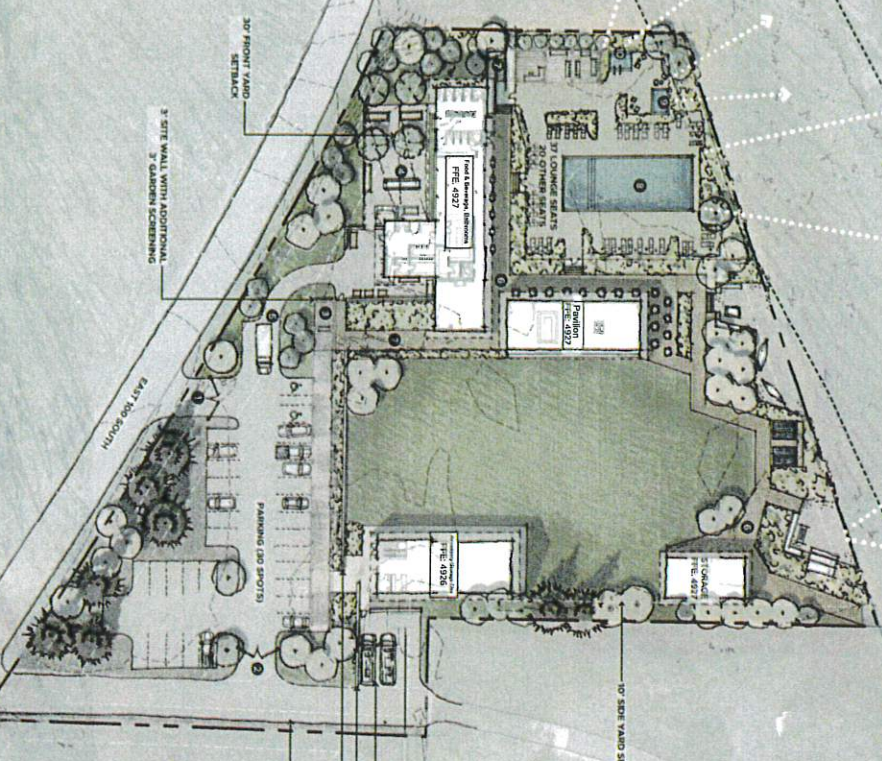
BEGINNING AT A POINT BEING NORTH 89°11'31" WEST 1013.82 FEET ALONG THE SECTION LINE, FROM THE FOUND SOUTH QUARTER CORNER, SECTION 12, TOWNSHIP 6 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, AND RUNNING, THENCE SOUTH 2°00'00" WEST, 216.80 FEET; THENCE NORTHWESTERLY ALONG A NON-TANGENT CURVE TO THE 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

HIGH WATER (ASSUMED)

100' OFFSET FROM HIGH WATER



30' FRONT YARD SETBACK

2' SITE WALL WITH ADDITIONAL 3' GARDEN SCREENING

EAST 100' SOUTH

10' SIDE YARD SETBACK

EMPLOYEE VAN PARKING

2'-6" SITE WALL

2'-6" SITE WALL

EXISTING ACCESS TO CAMPGROUND

- 1 MAIN ENTRANCE
- 2 SECONDARY ENTRANCE
- 3 OLDEST CONCREDE & CHECK-IN
- 4 ORCHARD & GARDEN DRIVING
- 5 SERVICE ACCESS
- 6 BOARDWALK
- 7 ADA RAMP
- 8 POOL
- 9 HILLSIDE SPA
- 10 MANDED SPA

CAMPGROUND

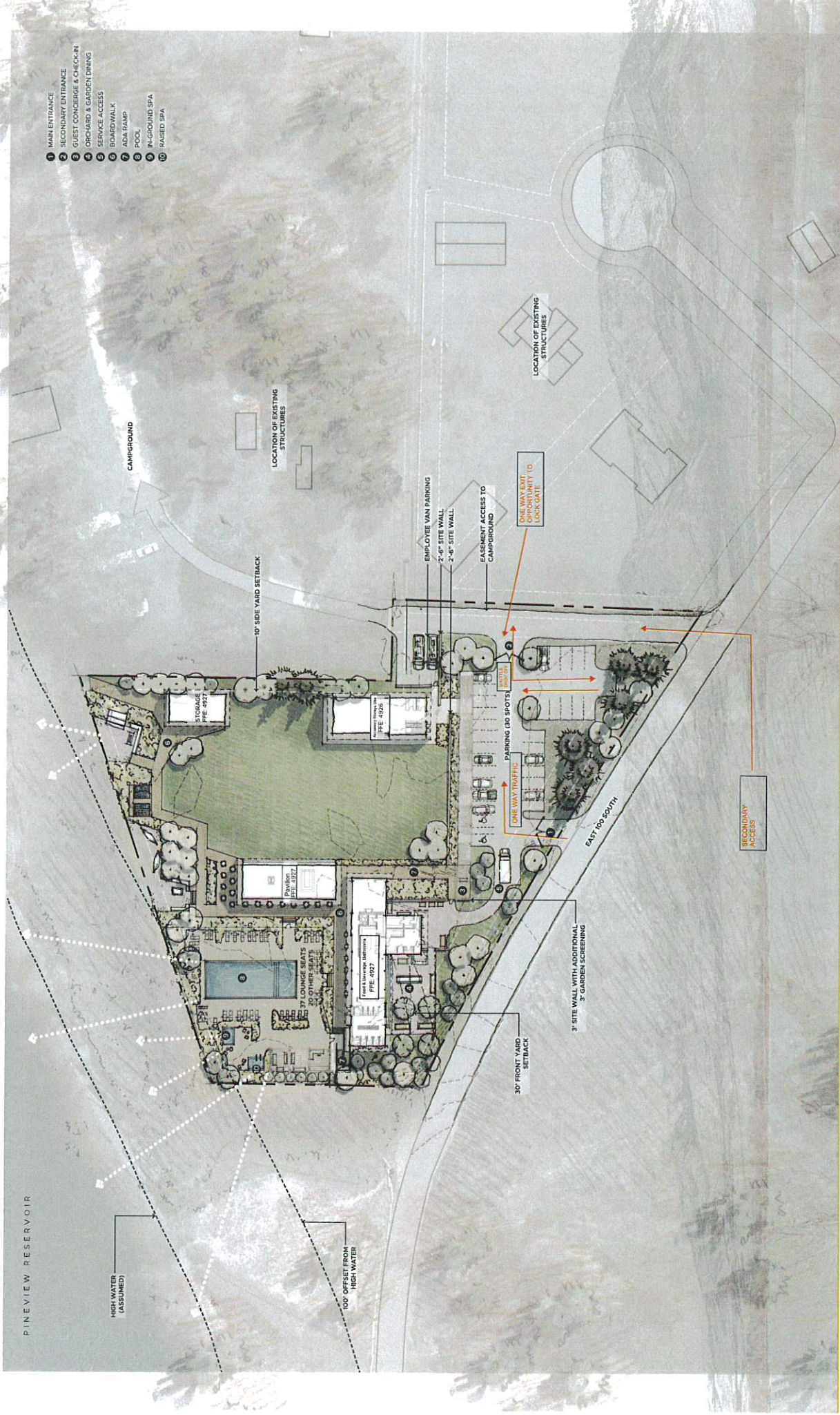
LOCATION OF EXISTING STRUCTURES

LOCATION OF EXISTING STRUCTURES



EXHIBIT C
TRAFFIC MITIGATION PLAN

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



PINEVIEW RESERVOIR

HIGH WATER (ASSUMED)

100' OFFSET FROM HIGH WATER

30' FRONT YARD SETBACK

3' SITE WALL WITH ADDITIONAL 3' GARDEN SCREENING

EAST 100 SOUTH

SECONDARY ACCESS

10' SIDE YARD SETBACK

LOCATION OF EXISTING STRUCTURES

EMPLOYEE VAN PARKING
2'-6" SITE WALL
2'-6" SITE WALL

EASEMENT ACCESS TO CAMPGROUND

ONE WAY EXIT OPPORTUNITY TO LOOK GATE

LOCATION OF EXISTING STRUCTURES



EXHIBIT D
STORM DRAIN MITIGATION PLAN