

WORK SESSION – Thursday July 31, 2025

**Minutes of the Huntsville Town Council Work Session held at the Huntsville Town Hall
7474 E. 200 S., 6:00 p.m.**

The work session was scheduled to discuss Project Plans for McKay Meadows- Steve Starks' Annexation Parcels

Attending: Mayor Richard Sorensen, TCM Bruce Ahlstrom, Rex Harris, Steve Songer, Jake Songer, Jeff Larsen, Alan Endicott- Planning Commission chair, Tommy Christie, Matthew McKay, Steve Starks, Nikki Wolthuis- Deputy Clerk, Beckki Endicott-Clerk

Zoom: TCM Sandy Hunter, Jared Anderson-Engineer, TCM Artie Powell

Mayor Sorensen welcomed all to the meeting and recognized Town Councilmembers, Planning Commission members and members of the secondary water board in attendance. He gave a quick summary of recent happenings with the McKay Meadows property including their annexation into the Town in 2024 (**See Attachment #1**) and downsizing one of their parcels from RE-20 to A-3.

Steve Starks spoke about his intentions with his property saying that it was not an investment. Although he works for a company that does large scale real estate projects, his property in Huntsville was not one of those. He wanted to be a good steward over his property and follow Town ordinances. He wanted to be seen as a neighbor and not a developer. He also stressed that they are in the middle of planning and don't have all of the details worked out yet.

He gave an overview of his plans (**See Attachment #2**) which included possibly 4 future homesites and a private road going from 1st street to the highway bordering the north section of the property. He had hired different companies to study and survey the property. He explained that he had contacted the state because the Wangsgard family told him his property contained a burial site. He had it scanned for remains and some were found. Although it was not his responsibility, he would like to facilitate the removal of the remains to the Huntsville Cemetery

The TC had questions about how the future homesites would be accessed and discussed the amount of frontage that would be needed on both 100 S. and the county road on the north of the property. Mr. Starks stated that he did not want a public road going through the property.

Town Engineer Jared Anderson spoke about the need to see a complete plan to be able to answer many of the questions that were being asked by the TC, PC, and others. Mr. Starks said they are still in the planning process, and he was willing to give regular updates on the progress.

Jake Songer from Huntsville Waterworks spoke about the different options for secondary water access. The discussion included the size of the pipe, looping, and what side of the private drive that the line would be located.

There was a debate about whether private roads were allowed in Huntsville Town. They reviewed the street ordinance and spoke about the Sage Development who originally desired a private road. Rex Harris made suggestions on the how location of the road could make it easier to install secondary lines.

Mr. Starks wondered if the Pineview pathway could be extended across the front of his property on 100 S. where all the trees were taken out. Mayor Sorensen thought this property would be a

good location for the end of the pathway because it would lead people past the David O. McKay house.

Steve Songer explained that the trees that were taken out were not all volunteer trees but some were river birch trees that were planted for the Bicentennial in 1976. He thought that Matt McKay who worked on the project was going to talk to himself and/or his son Jake about which trees to take out. Mr. McKay remembered that he was given permission to take out the trees and when removing them he did not see any river birch. He only saw elms, cottonwoods and crabapples. Mr. Songer asked Mr. McKay to show the tree committee their plan for trees that will be planted on Town property so they could sign off on them. Mr. Starks stated if they did the bike path in front then they would plant the trees on the other side of the stream on their property. They would still get input and share their plans with the tree committee.

Jared Anderson recommended the Town attorney be consulted about whether to allow the private road under the current code.

The meeting ended at 7:04 pm

A handwritten signature in blue ink, appearing to read "Nikki Wolthuis", is written over a horizontal line.

Nikki Wolthuis, Deputy Clerk

July 18, 2023

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

Mayor Sorensen and Town Council Members,

With the pending potential of an Eden City Incorporation, I am formally asking for my property, held in McKay Meadows LLC, into Huntsville Town. A portion of my property is already in Huntsville, and I am seeking for the remainder of land, roughly 35 acres in total, to also be annexed.

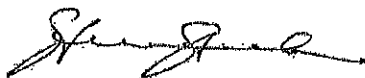
I grew up on 400 S. just east of the Chevron and have loved Ogden Valley since. I acquired this property in 2022 and am honored to be a steward of it. Given the history of the McKay family in Huntsville, and that this land was under their collective ownership for over 100-years, I believe its inclusion into the town is natural and consistent with the history of the town.

Currently, the Southeast corner of my property is zoned RE-20 enabling two homes per 1-acre. In exchange for having all of McKay Meadows annexed into Huntsville, I would agree to downzone the portion of my property, currently zoned RE-20, to A-3 zoning. This would be consistent with my vision for the land to remain largely agricultural with 1-2 home sites to be built on the elevated north end of the property and potentially 1-2 home sites and a barn on the south end of the property.

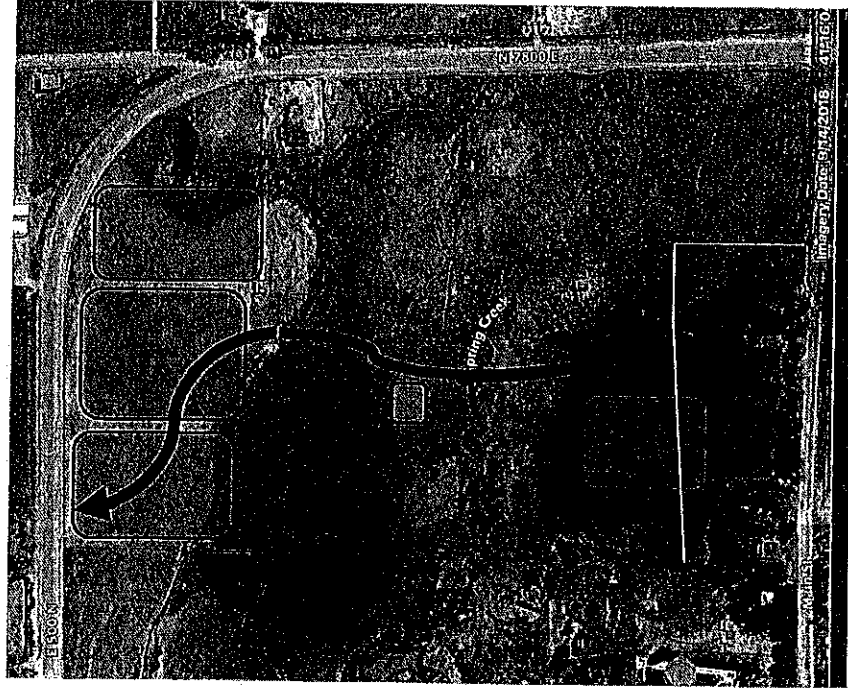
In exchange for agreeing to downzone my property, I request access to utilities and two water shares/connections (both at my cost) from 100 S. As an aside, for the primary residence(s) on the northern bench of the property, I would rely on well water and my current shares in Crooked Creek Water Company rather than Huntsville Town's water.

I am grateful for your service and consideration of this request. I welcome the opportunity to discuss further and answer any questions you may have.

Regards,



Steve Starks
Owner, McKay Meadows LLC

McKay Meadows Masterplan

- Main home site in blue (4-7 years away)
- Possible future home sites (15+ years away) in orange
- Possible barn location (yellow)
- Road/driveway (black)
- Requesting 5-total water connections

1. Possible homes sites may change location and are contingent upon construction feasibility (ground water, septic, etc.).
2. Owner of McKay Meadows requests the ability to add additional water connection(s) if adjacent property is purchased in the future
3. Water connections and access to utilities from Huntsville Town are requested as part of proposed annexation and in exchange for downzoning

**HUNTSVILLE TOWN
ORDINANCE NO. 2024-02-13A**

ANNEXATION OF MCKAY MEADOWS PARCELS #240130015 and 240200005

**AN ORDINANCE OF HUNTSVILLE TOWN, UTAH, ACTING ON A
PETITION FOR ANNEXATION OF CERTAIN UNINCORPORATED
REAL PROPERTY IN ACCORDANCE WITH TITLE 10, CHAPTER 2,
PART 4, *UTAH CODE ANNOTATED*, 1953 AS AMENDED.**

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

WHEREAS, Title 10, Chapter 2, Part 4 of the *Utah Code Annotated* provides the process of annexation of unincorporated area into a municipality by a petition for the same;

WHEREAS, the Town received a Petition requesting annexation of certain real property located in an unincorporated area contiguous to the present boundaries of the Town be annexed into the Town;

WHEREAS, said Petition contains the signature of owners of private real property that is: 1) located within the Town's area proposed for annexation; 2) covers a majority of the private land areas within the area proposed for annexation; and 3) is equal in value to at least one-third (1/3) of the value of all the private real property within the area proposed for annexation;

WHEREAS, the Petition was accompanied by an accurate map, prepared by a licensed surveyor, of the area proposed for annexation;

WHEREAS, said Petition was certified by the Town Clerk in accordance with *Utah Code Annotated*, §10-2-406, 1953, as amended, and notice was duly provided of the same;

WHEREAS, the Town Council held its public hearing on the certified petition on February 13, 2024, after publication of the required notice;

WHEREAS, no timely protests have been filed and the Town Council now desires to act on said certified petition;

NOW, THEREFORE, BE IT RESOLVED by the Town Council of Huntsville Town, Weber County, State of Utah, as follows:

Section 1. Findings.

The Town Council hereby finds as follows:

1. That this Annexation Petition was duly filed with and accepted by the Town.
2. That this Annexation Petition conforms to the Annexation Policy Plan adopted by the Town.

3. That this Annexation Petition was duly certified by the Town Clerk as provided by state law.
4. That all notices have been properly posted or otherwise given.
5. That no protest has been filed in accordance with state law.
6. That the Town Council held the required Public Hearing in accordance with state law.
7. That the Town Council is the Legislative Body of the Town with authority to approve this Annexation in the form of this Ordinance and any associated documents, including the Annexation Plat.

Section 2. Annexation Approved.

In accordance with *Utah Code Annotated* §10-2-407(3)(b)(I), 1953 as amended, the area that is the subject of the Annexation Petition as provided in the Annexation Plat attached hereto as Exhibit "A" and incorporated herein by this reference, is hereby annexed as part of Huntsville Town.

Section 3. Annexation Agreement.

The Annexation Agreement attached hereto as Exhibit "B" and incorporated herein by this reference is hereby adopted to govern this annexation.

Section 4. Zoning Designation.

The property subject to the annexation in Exhibit "A" is hereby designated as the A-3 Zone set forth in the Town's municipal code, and subject to the terms set forth in the Annexation Agreement.

Section 5. Annexation Finalization.

Staff is hereby authorized and directed to comply with the requirements of *Utah Code Annotated* §10-2-425, 1953 as amended, to finalize this annexation. The mayor is hereby authorized to execute any instruments associated with this annexation or to effectuate the same on behalf of the Town Council.

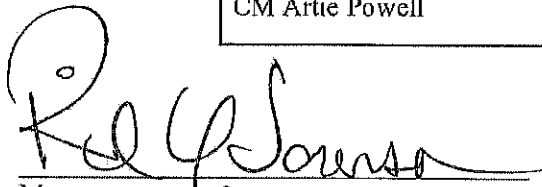
Section 6. Effective Date.

The effective date of this annexation is in accordance with the requirements established by *Utah Code Annotated* §10-2-425, 1953 as amended.

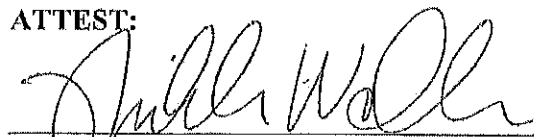
ADOPTED AND PASSED by the Town Council this 13th day of February 2024.

Municipal Roll Call Vote:

VOTES:	AYES	NAYS	EXCUSED	RECUSED
Mayor Richard Sorensen	X			
CM Bruce Ahlstrom	X			
CM Sandy Hunter	X			
CM Lewis Johnson	X			
CM Artie Powell		X		


Mayor

ATTEST:

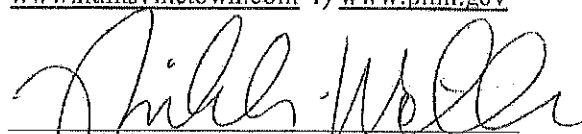

Town Clerk



RECORDED this 14 day of February, 2024.
POSTED this 27 day of February, 2024.

CERTIFICATE OF PASSAGE AND POSTING

According to the provision of U.C.A. §10-3-713, 1953 as amended, I, the Town Clerk of Huntsville Town, hereby certify that foregoing Ordinance was duly passed and published, or posted on the above-referenced dates at the following locations: 1) Town Hall 2) Huntsville Town Post Office 3) www.huntsvilletown.com 4) www.pmn.gov


Town Clerk

DATE: 2/27/2024

*A part of the Northeast Quarter of Section 18, T6N, R2E,
S1B&M, U.S. Survey
Weber County, Utah
August 2023*

LEGEND

(Cont.) Contourline

* Section Editor
 * Prepare materials City
 * Workers
 * Current Residents
 * City Boundary
 * Current Taxes
 * County Authority
 * Funding Property Tax
 * Planning Dept
 * Services Dept
 * City Council

WEBER COUNTY SURVEYOR

[illegible]

1980-81
 1981-82
 1982-83
 1983-84

Victim's Map

SUPERVISOR'S CERTIFICATION

HUNTSVILLE CITY APPROVALS

[illegible]

BOUNDARY DESCRIPTION

[illegible]

NUA/P224 P125

King acknowledges that once required by an Iowa statute for the inclusion of members of the majority when voting outside city or precinct boundaries for absentee voting, a law with the objective of about 62,000 to 100,000 between the Iowa City community and used on the basis of franchise for this year.

RECEIVED COLUMBIA RECORDS
CHIEF AND
RECORDS SECTION
COLUMBIA RECORDS
RECEIVED

JAN 1968

RECEIVED COLUMBIA RECORDS

RECEIVED

**HUNTSVILLE TOWN
ORDINANCE NO. 2024-02-13B**

ANNEXATION OF MCKAY MEADOWS PARCEL #210070012

**AN ORDINANCE OF HUNTSVILLE TOWN, UTAH, ACTING ON A
PETITION FOR ANNEXATION OF CERTAIN UNINCORPORATED
REAL PROPERTY IN ACCORDANCE WITH TITLE 10, CHAPTER 2,
PART 4, *UTAH CODE ANNOTATED*, 1953 AS AMENDED.**

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

WHEREAS, Title 10, Chapter 2, Part 4 of the *Utah Code Annotated* provides the process of annexation of unincorporated area into a municipality by a petition for the same;

WHEREAS, the Town received a Petition requesting annexation of certain real property located in an unincorporated area contiguous to the present boundaries of the Town be annexed into the Town;

WHEREAS, said Petition contains the signature of owners of private real property that is: 1) located within the Town's area proposed for annexation; 2) covers a majority of the private land areas within the area proposed for annexation; and 3) is equal in value to at least one-third (1/3) of the value of all the private real property within the area proposed for annexation;

WHEREAS, the Petition was accompanied by an accurate map, prepared by a licensed surveyor, of the area proposed for annexation;

WHEREAS, said Petition was certified by the Town Clerk in accordance with *Utah Code Annotated*, §10-2-406, 1953, as amended, and notice was duly provided of the same;

WHEREAS, the Town Council held its public hearing on the certified petition on February 13, 2024, after publication of the required notice;

WHEREAS, no timely protests have been filed and the Town Council now desires to act on said certified petition;

NOW, THEREFORE, BE IT RESOLVED by the Town Council of Huntsville Town, Weber County, State of Utah, as follows:

Section 1. Findings.

The Town Council hereby finds as follows:

1. That this Annexation Petition was duly filed with and accepted by the Town.
2. That this Annexation Petition conforms to the Annexation Policy Plan adopted by the Town.
3. That this Annexation Petition was duly certified by the Town Clerk as provided by state law.
4. That all notices have been properly posted or otherwise given.

5. That no protest has been filed in accordance with state law.
6. That the Town Council held the required Public Hearing in accordance with state law.
7. That the Town Council is the Legislative Body of the Town with authority to approve this Annexation in the form of this Ordinance and any associated documents, including the Annexation Plat.

Section 2. Annexation Approved.

In accordance with *Utah Code Annotated* §10-2-407(3)(b)(I), 1953 as amended, the area that is the subject of the Annexation Petition as provided in the Annexation Plat attached hereto as Exhibit "A" and incorporated herein by this reference, is hereby annexed as part of Huntsville Town.

Section 3. Annexation Agreement.

The Annexation Agreement attached hereto as Exhibit "B" and incorporated herein by this reference is hereby adopted to govern this annexation.

Section 4. Zoning Designation.

The property subject to the annexation in Exhibit "A" is hereby designated as the A-3 Zone set forth in the Town's municipal code, and subject to the terms set forth in the Annexation Agreement.

Section 5. Annexation Finalization.

Staff is hereby authorized and directed to comply with the requirements of *Utah Code Annotated* §10-2-425, 1953 as amended, to finalize this annexation. The mayor is hereby authorized to execute any instruments associated with this annexation or to effectuate the same on behalf of the Town Council.

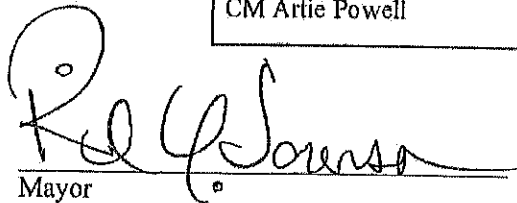
Section 6. Effective Date.

The effective date of this annexation is in accordance with the requirements established by *Utah Code Annotated* §10-2-425, 1953 as amended.

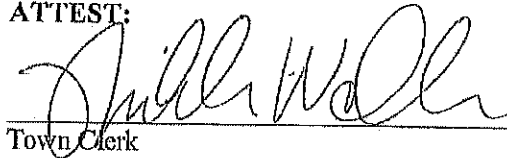
ADOPTED AND PASSED by the Town Council this 13th day of February 2024.

Municipal Roll Call Vote:

VOTES:	AYES	NAYS	EXCUSED	RECUSED
Mayor Richard Sorensen	X			
CM Bruce Ahlstrom	X			
CM Sandy Hunter	X			
CM Lewis Johnson	X			
CM Artie Powell		X		


Mayor

ATTEST:

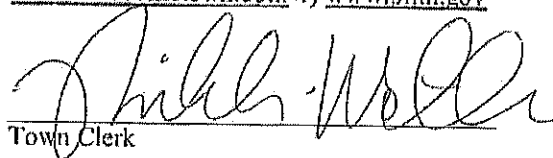

Town Clerk



RECORDED this 14 day of February, 2024.
POSTED this 27 day of February, 2024.

CERTIFICATE OF PASSAGE AND POSTING

According to the provision of U.C.A. §10-3-713, 1953 as amended, I, the Town Clerk of Huntsville Town, hereby certify that foregoing Ordinance was duly passed and published, or posted on the above-referenced dates at the following locations: 1) Town Hall 2) Huntsville Town Post Office 3) www.huntsvilletown.com 4) www.pnn.gov


Town Clerk

DATE: 2/27/2024,

EXHIBIT “A”

Annexation Plat

EXHIBIT “B”

Annexation Agreement



W3315737

After recording, please send to:

Wade R. Budge
Snell & Wilmer L.L.P.
15 West South Temple, Suite 1200
Salt Lake City, UT 84101

E# 3315737 PG 1 OF 11
Leann H. Kitts, WEBER COUNTY RECORDER
26-Feb-24 0950 PM- FEE \$40.00 DEP SD
REC FOR: SNELL & WILMER LLP
ELECTRONICALLY RECORDED

MCKAY MEADOWS ANNEXATION AND DEVELOPMENT AGREEMENT

This ANNEXATION AND 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 the real property more particularly described on Exhibit A (the "Property"). A portion of the Property is currently located within the Town ("Huntsville Property").

B. Owner has submitted two petitions to annex the remainder of the Property into the Town. The first petition is for Weber County Tax Parcel Nos. 24-013-0015 and 24-020-0005, and the second petition is for Weber County Tax Parcel No. 21-007-0012 (collectively, the "Annexation Property"). The Town accepted the first petition on September 21, 2023, and accepted the second petition on January 4, 2024. The statutorily-required hearings on both petitions is scheduled for February 13, 2024 before the Town Council (defined below).

C. Concurrently with or after the approval of this Agreement, the Annexation Property will be annexed into the Town (each annexation collectively referred to herein in the singular as the "Annexation") and after the Annexation is completed, the Property will be both subject to and benefitted by this Agreement. The Annexation Property will be annexed into the Town's Agricultural Zone (A-3).

D. The Huntsville Property is currently in the Town's Residential Zone (R-1) but Owner has agreed to downzone the Huntsville Property to the Town's Agricultural Zone (A-3) as part of the annexation of the Annexation Property. Concurrently with or after the approval of this Agreement and the Annexation, the Town will enact an ordinance and adopt a zoning map amendment to reflect the zoning of the Annexation Property and to facilitate the rezone of the Huntsville Property.

E. The Town Council (defined below), acting pursuant to its authority under Utah Code § 10-9a-102(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, conditioned upon the successful completion of the Annexation. 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 vested entitlements for development of the Project. 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 the Town's land use ordinances. As a result of such determination, the Town has elected to move forward with the approvals necessary to approve the development of the Project (defined below) in accordance with the terms and provisions of this Agreement. This Agreement is a "development agreement" within the meaning of and entered into pursuant to the terms of Utah Code §10-9a-102(2).

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. "Annexation" has the meaning set forth above in Recital B.

1.2.3. "Applicable Law" has the meaning set forth in Subsection 13.1.

1.2.4. "Applicable Zoning" means the requirements of the Town's Agricultural Zone (A-3) that are in effect as of the Effective Date.

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

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

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

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

1.2.9. "Effective Date" has the meaning set forth in the Section 2 below.

1.2.10. "Future Law" 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.

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

1.2.12. "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.

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

2. **Effective Date.** This Agreement is effective as of February 13, 2024 (the "Effective Date").

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

3.1. The Town Council approves, and the Mayor acknowledges, an ordinance approving the Annexation.

3.2. The Town Council approves, and the Mayor acknowledges, an ordinance approving this Agreement, and this Agreement is executed by the Town and Owner.

If the Conditions Precedent are 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 Town and upon the Town's receipt of such notice, this Agreement shall be terminated and neither of the Parties shall have any further obligation to the other arising out of this Agreement. The Parties acknowledge that a termination would effect a withdrawal of Owner's consent and petition for Annexation.

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 in accordance with this Agreement and Applicable Law. Specifically, Owner is vested with the right to: (i) to develop and construct the up to four (4) Dwelling Units, with such rights to accessory uses as allowed under Applicable Law; (ii) connect to existing public roads; and (iii) connect to existing public infrastructure, upon the payment of generally applicable fees. 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 §10-9a-509. 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.

5. **Obligations.**

5.1. **Consent to Downzone.** Owner shall not challenge and hereby consents to the Town downzoning the Huntsville Property from its current zoning to the Applicable Zoning.

5.2. **Conditions of Approval.** The Town shall (a) promptly review, consider and execute all consents, submittals or other documents as may be required in connection with any Land Use Application, or other required governmental approvals; (b) promptly meet and consider such actions as required by the Utah Code and applicable Town ordinances to provide all appropriate consents, approvals and opinions as requested by Owner from time to time.

5.3. **System Improvements.** The Town shall not require Owner to construct any System Improvements or upsize any other improvements for the Project unless the Town and Owner execute a reimbursement agreement on terms acceptable to Owner.

5.4. Impact Fees. The Town may charge generally applicable impact fees for each Dwelling Unit constructed on the Property at the time that a building permit application is submitted for each Dwelling Unit. The amount of the impact fees that the Town may charge for each Dwelling Unit is the amount that the Town charges for impact fees as of the Effective Date. The Town shall not charge any impact fees that are not set forth in the Town's impact fee schedule effective as of the Effective Date.

5.5. Water Connections. Subject only to Owner paying a reasonable and uniformly charged water connection fee, which shall not exceed the then current in-Town connection fee at the time of the purchase of the water connection. The Town shall provide a maximum of five (5) water connections for the Dwelling Units and/or accessory building(s) to be constructed on the Property.

6. Integration. This Development 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.

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, be 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) twenty (20) years from the date on which this Agreement is recorded with the Weber County Recorder's Office; provided, however, that if Owner is not in breach of any material provisions of this Agreement when said 20-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 four (4) Dwelling Units are constructed (as applicable, the "Term").

10.3. **Run with the Land.** This Agreement shall be recorded against the Project. 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. Nothing in this Agreement shall apply to residents or property owners who purchase or occupy developed lots or Dwelling Units within the Project, it being the intent of this Agreement that it governs the development of the Property, not the use by subsequent owners or residents.

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.

10.14. **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.

9

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

By: RICHARD L. SORESENSEN
Name: Richard L. Sorensen
Its: MAYOR

Attest:

Shelli Weller
Town Recorder

STATE OF UTAH)
COUNTY OF SALT LAKE) ss.

On this 21st day of February, 2024, personally appeared before me Richard Sorensen the authorized signer of the Town of Huntsville, whose identity is personally known to me, to be the person who executed the Agreement on behalf of the Town of Huntsville, and who duly acknowledged to me that he executed the same for the purposes therein stated.

Shannon Smith
Notary Public

Approved as to Form:

Shelli Weller
Town Attorney



EXHIBIT A-1

Description of the Property

Huntsville Property

A parcel of real property located in the Town of Huntsville, State of Utah as more particularly described as follows:

PART OF LOT 4, BLOCK 3, PLAT B, HUNTSVILLE SURVEY, WEBER COUNTY, UTAH, LYING INSIDE THE CORPORATE LIMITS OF HUNTSVILLE TOWNSITE (BEING PART OF SECTION 18, TOWNSHIP 6 NORTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN) EXCEPT 0.778 ACRE DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF 2 FENCES, SAID POINT BEING THE SOUTHWEST CORNER OF 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.

Together with a parcel of real property located in the town of Huntsville, State of Utah as more particularly described as follows:

ALL OF THAT PORTION OF LOT 3, BLOCK 3, PLAT B, HUNTSVILLE SURVEY, LYING INSIDE THE CORPORATE LIMITS OF HUNTSVILLE TOWNSITE.

Annexation Property

A parcel of real property located in Weber County, State of Utah as more particularly described as follows:

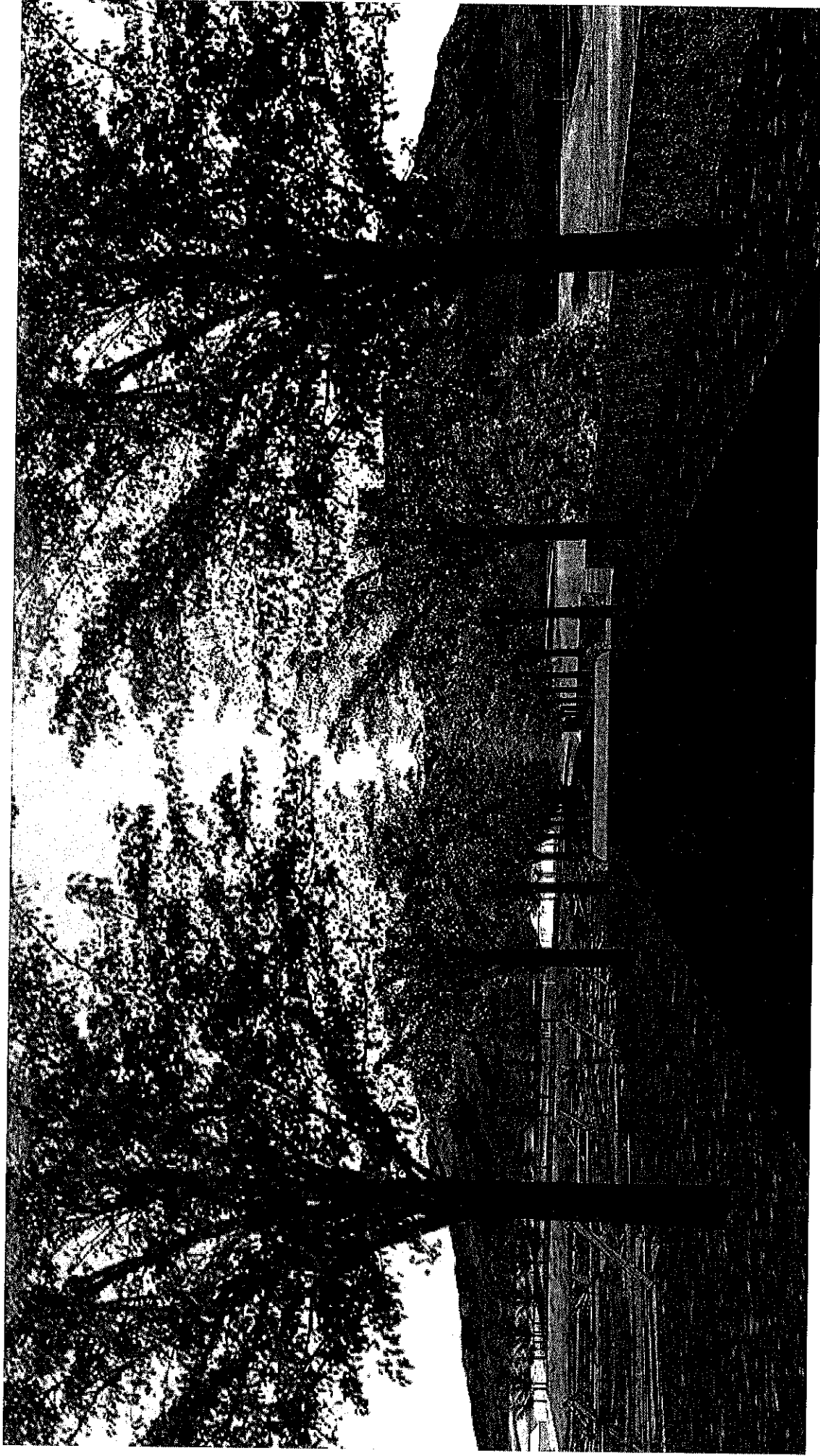
Commencing at the South Quarter corner of Section 7, Township 6 North, Range 2 East, Salt Lake Base & Meridian, U.S. Survey; thence 588.96 feet North 89°05'15" East along the section line to the POINT OF BEGINNING; thence North 89°05'15" East along said line 540.82 feet; thence South 01°55'17" East 231.43 feet; thence South 88°16'17" East 629.36 feet to the West right of way line of 7800 East Street; thence South 01°32'27" East 410.06 feet along said West right of way line to the Existing corporate limits of Huntsville Town; thence four (4) courses along said corporate limits as follows: (1) North 88°05'29" West 410.00 feet; (2) North 00°36'31" East 380.34 feet; (3) South 88°44'31" West 786.16 feet; and (4) North 00°38'31" East 274.88 feet to the POINT OF BEGINNING.

*Containing 321,734 square feet
or 7.3860 acres, more or less.*

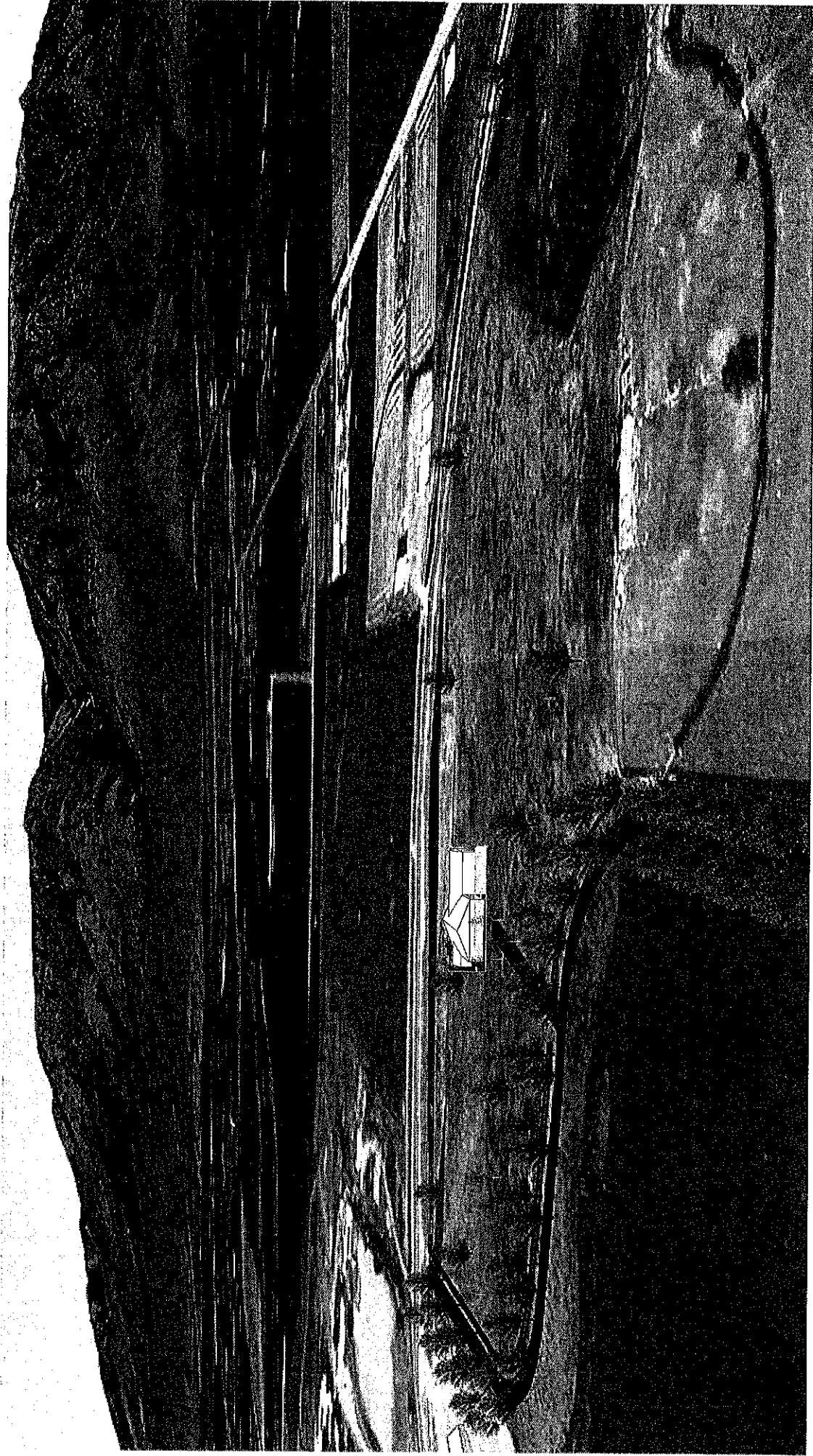
Together with a parcel of real property located in Weber County, State of Utah as more particularly described as follows:

*Commencing at the South Quarter corner of Section 7, Township 6 North, Range 2 East, Salt Lake Base & Meridian, U.S. Survey; thence 588.96 feet North 89°05'15" East along the section line to the POINT OF BEGINNING; thence North 00°40'44" East along said line 1227.39 feet; thence North 89°01'48" East 594.79 feet to a point of curvature; Southeastly along the arc of a 533.69 foot radius curve to the right a distance of 823.72 feet (Central Angle Equals 88°25'59" and Long Chord bears South 46°45'12" East 744.36 feet); thence North 87°06'58" West 636.68 feet; thence South 1°55'17" East 751.22 feet; thence South 89°05'15" West 540.82 feet to the point of beginning.
Contains 20.352 Acres*

SITE PLAN I PREFERRED CONCEPT BENCH OPTION







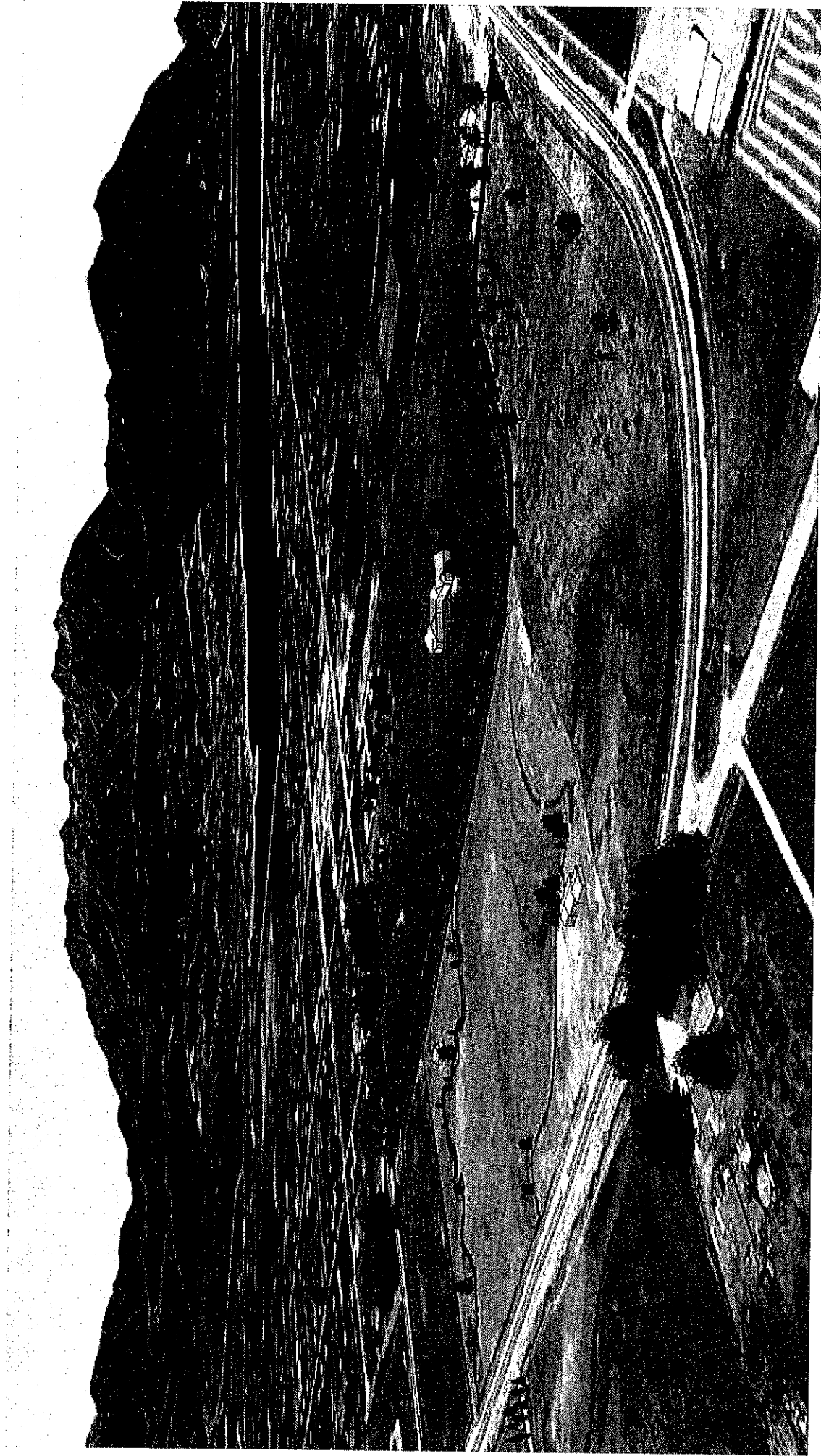




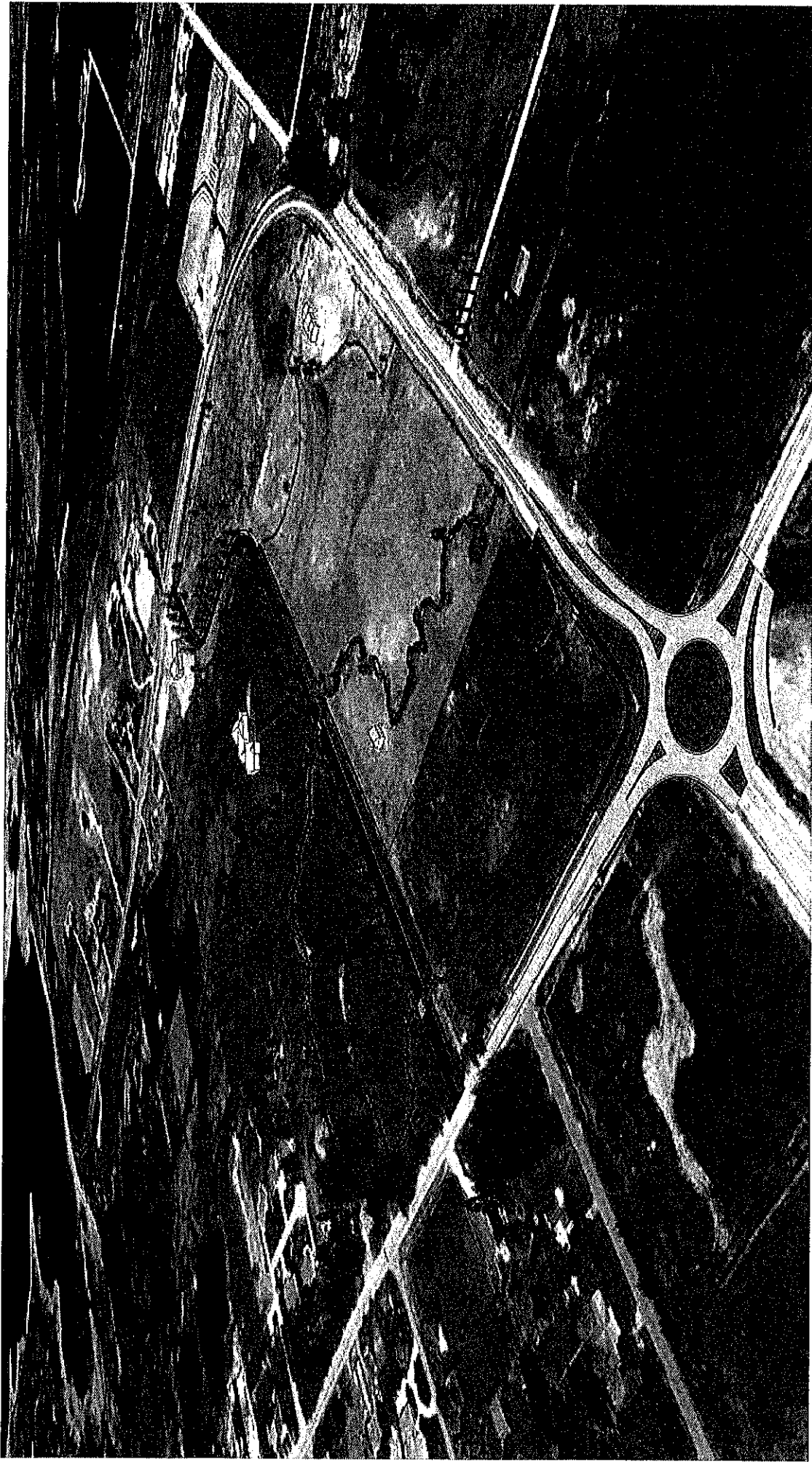


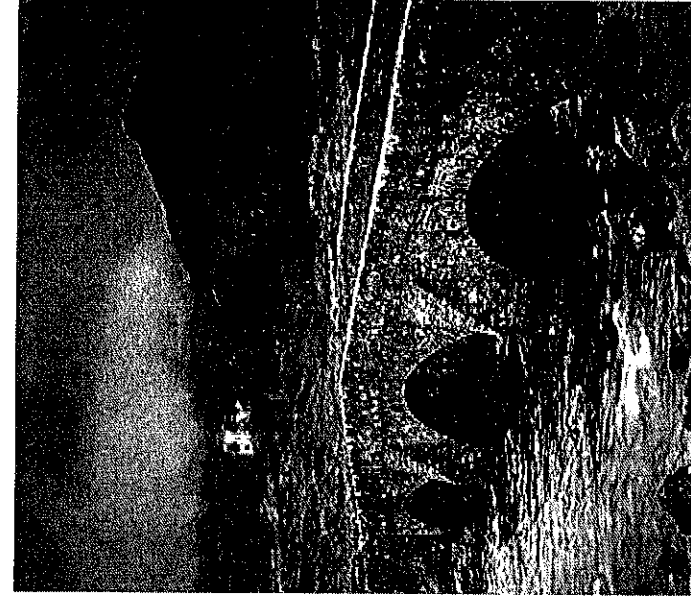
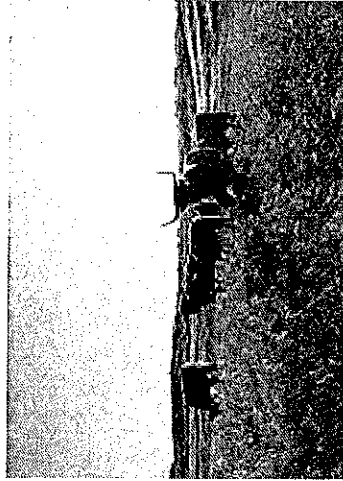
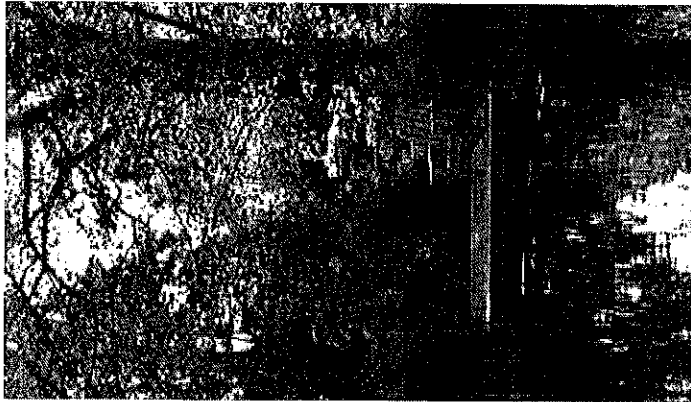
SITE PLAN | PREFERRED CONCEPT PASTURE OPTION





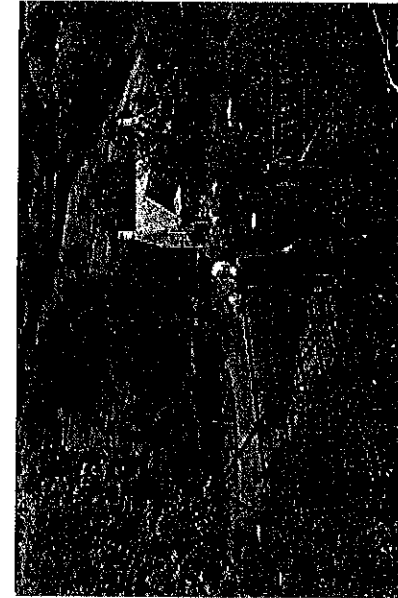






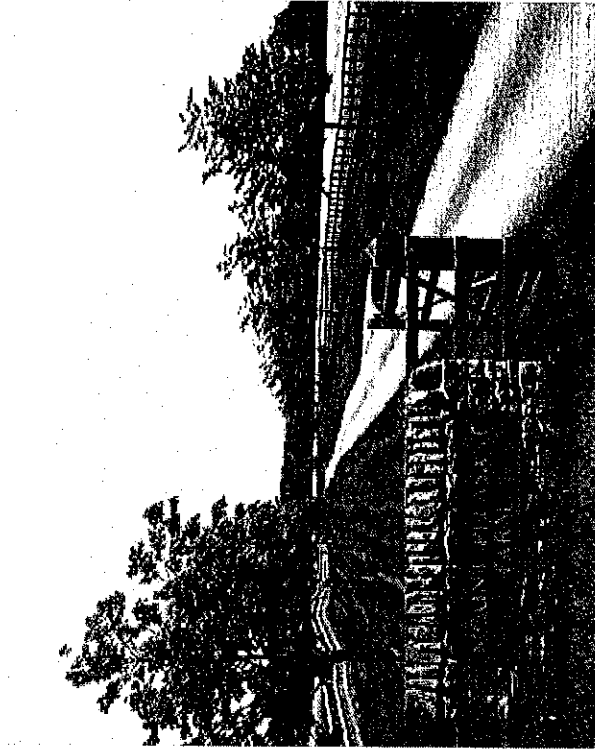
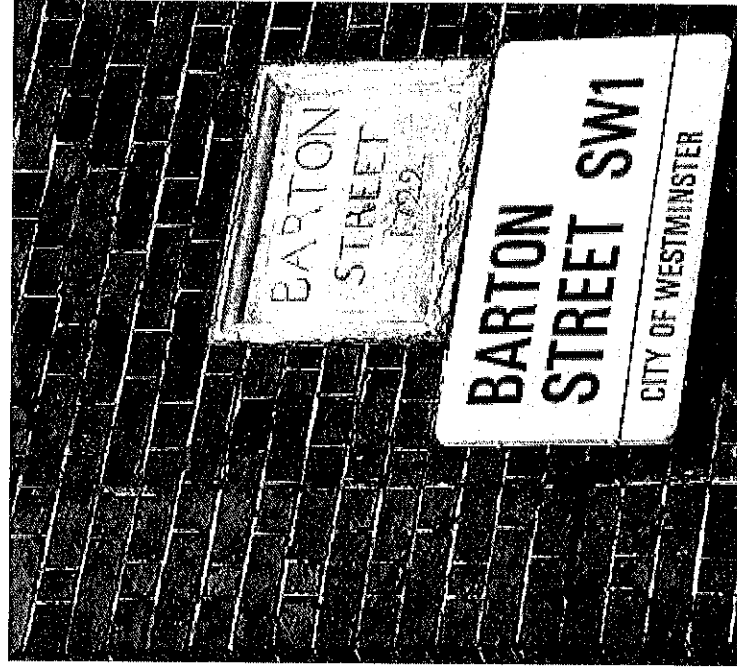
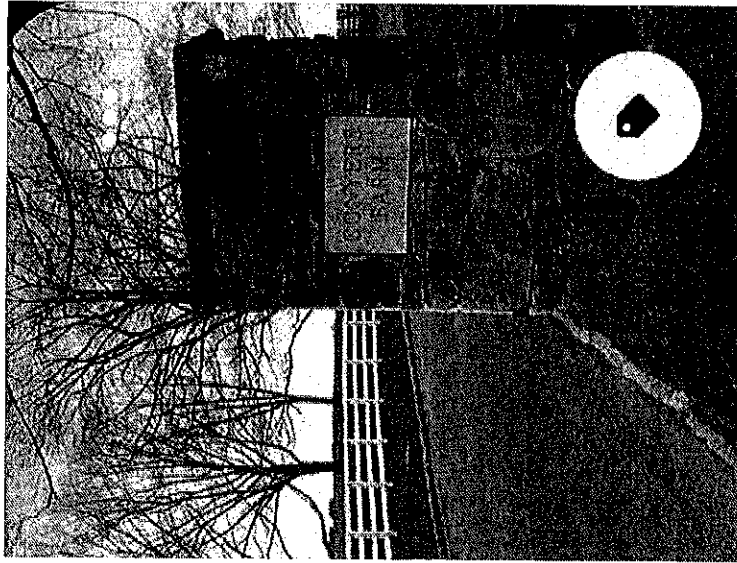
VISION BOARD

Residential Farmstead //
Functional Agriculture Destination //
Nod to Scottish History of the Site //
Connection to the Landscape //



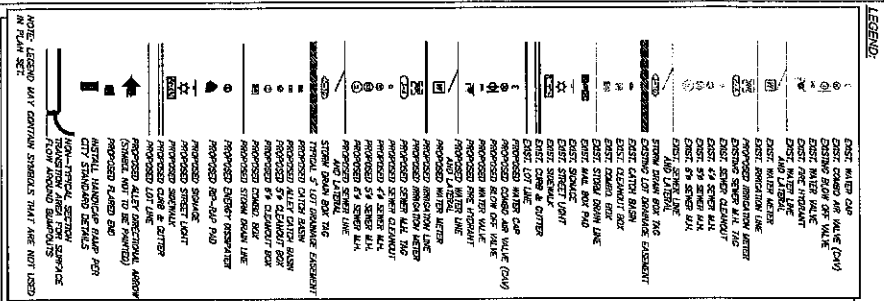
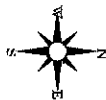
MONUMENTATION

Docks with Views //
 Scenic Shaping //
 Supports Water Activities //



Huntsville, Utah
ACTION I
JULY 15, 2025

SOUTH CAROLINA CITY

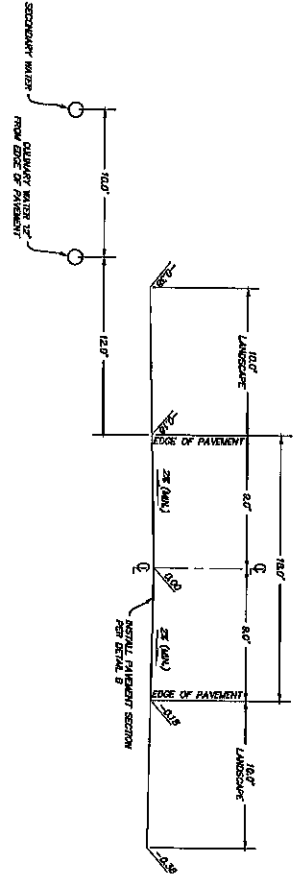


CONTACTS

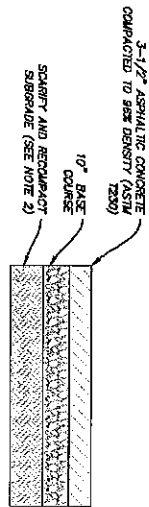
Developer / Owner

Engineer
Pariges Consulting - Job Agency, PE
801-833-2345 jpariges@pcus.us
9008 1300 West 4500
West Jordan, UT 84088
Planning
Huntsville Town
401-745-3420
7434 East 200 South
Huntsville, UT 84317





A
ROAD SECTION
SCALE: 1" = 4'



B
PAVEMENT SECTION
(RESIDENTIAL)
SCALE: 1" = 1.5'
SEE GEOTECHNICAL EVALUATION REPORT.



HUNTSVILLE
MCKAY MEADOWS
GENERAL NOTES

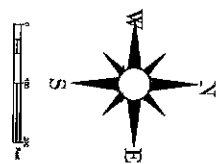
DESIGNED BY:	CES	DATE:	JULY 2026	APP:
CHECKED BY:	JFA	PROJECT NO.:	00174	
REVISIONS:				
BY:		DATE:		
BY:		DATE:		
BY:		DATE:		

NO.	DATE	DESCRIPTION	BY	CHK
1	07/20/2026	ISSUED FOR PERMIT	JFA	CES
2				
3				
4				
5				
6				
7				
8				
9				
10				

SOUTH ASHLEY DRIVE

PERIGEE CONSULTING
SPECIALTY ENGINEERING & CONSTRUCTION

2000 E. HIGHWAY 100, SUITE 100
HUNTSVILLE, AL 35891-1000
TEL: 256-837-1000 FAX: 256-837-1001
WWW.PERIGEECONSULTING.COM




PROJECT NUMBER
03
SOUTH JORDAN CITY
GR01

HUNTSVILLE
MCKAY MEADOWS
GRADING & DRAINAGE PLAN

DESIGNED BY	C.B.I.	DATE	JULY 2010
CHECKED BY	JEA	DATE	NOVEMBER 2010
APPROVED BY		DATE	
PROJECT	SOUTH JORDAN CITY		
LOCATION	HUNTSVILLE, TENNESSEE		
SCALE	AS SHOWN		

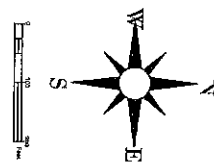
NO.	DESCRIPTION	DATE
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

SOUTH JORDAN CITY



PERICE
CONSULTING

MEMBER AMERICAN SOCIETY OF CIVIL ENGINEERS
REGISTERED PROFESSIONAL ENGINEER
STATE OF TENNESSEE NO. 12345



**HUNTSVILLE
MCKAY MEADOWS
PRECISE GRADING PLAN**

DESIGNED BY	CJB	DATE	JULY 2005
DRAWN BY	JTA	PROJECT NO.	000704
CHECKED BY		CONTRACT NO.	000704
APPROVED BY		PROJECT NO.	000704
DATE		DATE	7/28/2005 4:55:12 PM

NO.	DESCRIPTION	DATE
1	ISSUED FOR PERMITS	7/28/2005
2	ISSUED FOR CONSTRUCTION	7/28/2005
3	ISSUED FOR AS-BUILT	7/28/2005
4	ISSUED FOR FINAL	7/28/2005

SEAL: PROFESSIONAL ENGINEER

PERIGEE CONSULTING
INCORPORATED
10000 WOODBRIDGE BLVD. SUITE 100
HUNTSVILLE, AL 35894-1000
TEL: 256-833-1111 FAX: 256-833-1112
WWW.PERIGEECONSULTING.COM

UTILITY PLAN CALLOUT NOTES

WATER CALLOUTS

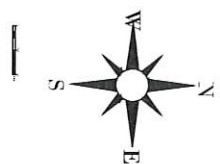
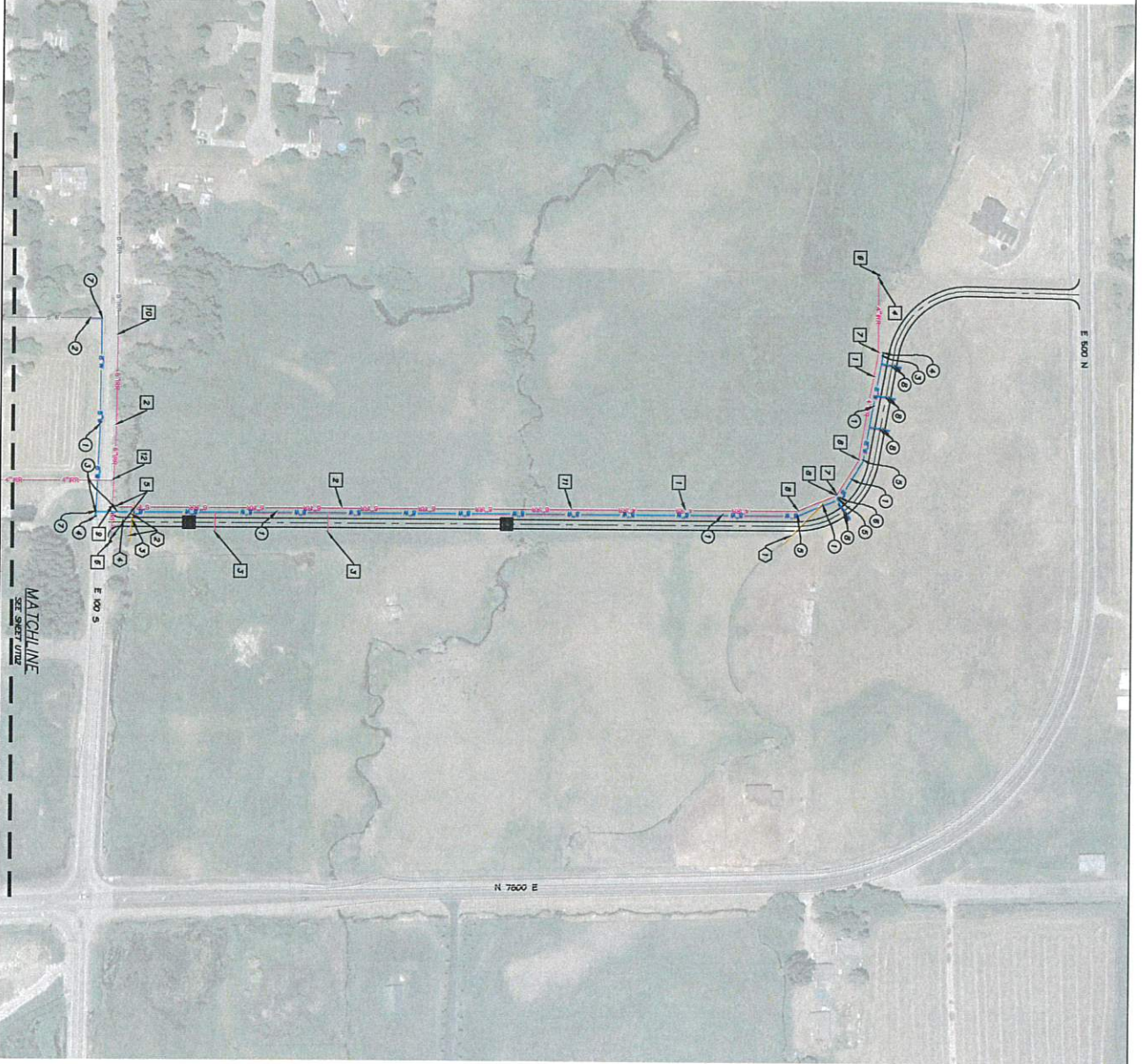
- 1 1" C-900 DR-18 PVC CONDUIT WATER LINE
- 2 1" C-900 DR-18 PVC CONDUIT WATER LINE
- 3 1" C-900 DR-18 PVC CONDUIT WATER LINE
- 4 2" FLOW OFF VALVE
- 5 22.5' BEND
- 6 11.25' BEND
- 7 90° BEND
- 8 6" CALUMNEY WATER CONDUIT
- 9 6" TEE

IRRIGATION CALLOUTS

- 1 1" C-900 DR-18 PVC IRRIGATION LINE
- 2 1" C-900 DR-18 PVC IRRIGATION LINE
- 3 1" IRRIGATION CONDUIT
- 4 1" IRRIGATION VALVE
- 5 1" IRRIGATION VALVE
- 6 2" FLOW OFF VALVE
- 7 11.25' BEND
- 8 22.5' BEND
- 9 90° BEND
- 10 CONNECT TO EXISTING IRRIGATION LINE W/ 6" REDUCER, FIELD VERIFY EXISTING IRRIGATION MAIN LOCATION AND ELEVATION
- 11 6" REDUCER
- 12 6" TEE W/ REDUCER
- 13 CONNECT TO EXISTING IRRIGATION LINE W/ 6" TEE W/ REDUCER, FIELD VERIFY EXISTING IRRIGATION MAIN LOCATION AND ELEVATION

STORM DRAIN CALLOUTS

- 1 18" STORM DRAIN CULVERT
- 2 36" STORM DRAIN CULVERT
- 3 3" STORM DRAIN CULVERT
- 4 CONNECT TO EXISTING 36" STORM DRAIN LINE, FIELD VERIFY EXISTING STORM DRAIN LOCATION AND DEPTH



SHEET NUMBER
05
OF 10 SHEETS
UT01

HUNTSVILLE
MCKAY MEADOWS
OVERALL UTILITY PLAN

DESIGNED BY	CMB	DATE	JULY 2015
DRAWN BY	JTA	PROJECT NO.	00774
CHECKED BY		DATE	
APPROVED BY		DATE	
NOTED BY		DATE	

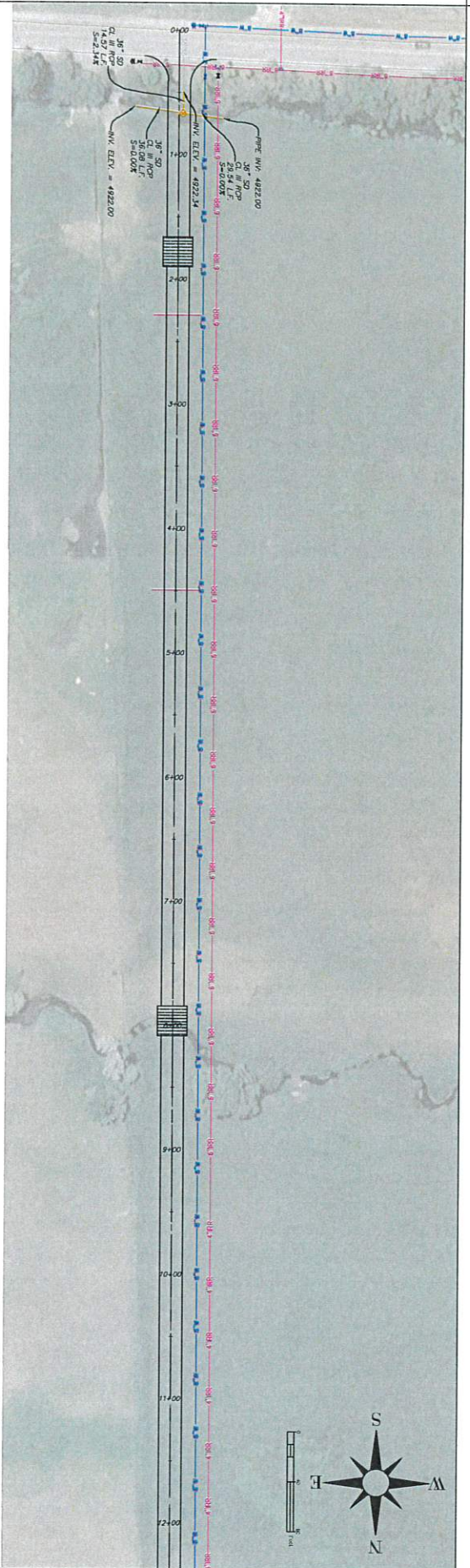
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FILED BY		DATE	
FILED BY		DATE	
FILED BY		DATE	
FILED BY		DATE	

SOUTH JORDAN CITY



PERIGEE
CONSULTING

1000 EAST 10TH AVENUE, SUITE 100, DENVER, CO 80202
303.733.1111 FAX 303.733.1112
WWW.PERIGEECONSULTING.COM



PROFILE LEGEND:
 — PROPOSED SURFACE
 — EXISTING SURFACE

ROAD 1
 STA. 0+00 TO 12+00

