

**MINUTES OF THE HUNTSVILLE TOWN  
PLANNING COMMISSION MEETING**

**MEETING DATE:** March 22<sup>nd</sup>, 2018  
**PLACE:** Huntsville Town Hall, 7309 E. 200 S.  
**TIME:** 7:00 P.M.

NAME	TITLE	STATUS
Doug Allen	Planning Commission Chair	Present
Rex Harris	Planning Commissioner	Present
Sandy Hunter	Planning Commissioner	Present
Blake Bingham	Planning Commissioner	Present
Liz Poulter	Planning Commissioner	Present
Mike Engstrom	Planning Commissioner	Excused
Bill White	Town Council Member	Excused
Beckki Endicott	Recorder	Present

**Citizens:** Beau Johnson, Brad Johnson, Steve Johnson, Lewis Johnson, Jennifer Sorensen, Artie Powell, Mike Zeleznick, Richard Sorenson, Susan Calton

1 – Roll call. Chairman Doug Allen called the meeting to order. There is a full quorum present.

2 – Discussion and/or action on The Jack J Davis Family Trust Rezone Application. Doug Allen started by reviewing the information from the last PC Meeting. He stated that there is an issue to address on the Jack J Davis Rezone Application. In the Annexation Agreement there are requirements for culinary water. Section 5.5, page 2 of the Agreement states:

*The Applicants land annexed to Huntsville Town shall be accompanied by water rights and water sources sufficient to accommodate the needs of all existing uses of water. However, any change to existing uses requiring water service to be provided by Huntsville Town will require the owner of the land to convey to Huntsville Town acceptable water rights sufficient to cover those new uses of water. Decreed or Certificated Water rights, of the type and quantity acceptable to Huntsville Town, and approved for municipal use within the Huntsville Town by the Utah State Engineer shall be required to be conveyed to Huntsville Town as a condition of development, subdivision approval or issuance of a building permit on annexed property. Huntsville Town does not provide secondary irrigation water service and proof of adequate water service for all outdoor irrigation by a secondary water supplier approved by Huntsville Town shall also be required as a condition of development, subdivision, approval, or issuance of a building permit. The water rights conveyance requirements for development shall be in addition to any requirement that may be imposed upon development of the land after annexation and in addition to appropriate Huntsville Town impact fees. Water requirements will be established on a case by case basis utilizing, among other things, Utah Division of Drinking Water standards and Utah Division of Water Rights regulations, with the general guideline of .45 acre-feet for inside domestic use per residential building permit being a minimum standard.*

Chairman Allen explained he had the Petition for Annexation which was signed by Marvin Carter, Steve Johnson, Kristie Bennion and Jack Davis on October 25, 2013 (**See Attachment #1**) and a copy of the Stephen Johnson Annexation Agreement where the requirement for water is specified and dated January 7, 2014 (**See Attachment #2**). Chairman Allen explained at the last PC meeting The Commission wanted to verify this requirement. The PC asked the Huntsville Water Committee to meet and verify the water requirement for the Annexation Agreement. They also asked the Water Committee to verify that the Huntsville Town Ordinances reflect these water requirements from the Annexation Agreement. Chairman Allen read a memo from Blake Bingham and the Huntsville Town Water Committee dated March 8, 2018. It is addressed to Doug Allen and the Planning Commission regarding the Water Source Requirements for Pending Rezoning Petitions (**See Attachment #3**).

Chairman Allen explained per the memo from the Water Committee these requirements for a water source or water rights were put into place on March 2, 2013. The Petition for Annexation was signed by all four property owners on October 25, 2013, 7 months following the new requirements for culinary water. On January 7, 2014 the Annexation Agreement fees were paid and on March 12, 2014 the Agreement was notarized by Jenna Holt, Town Attorney and Ramona Clapperton, Notary.

The PC reviewed the Concept Development Plan on parcel #24-014-0001 and #21-008-0007 (**See Attachment #4, #5 & #6**). The last line of Concept Development Plan prepared by Jack J Davis Management, LLC states, "At the time of annexation, culinary water access and shares were claimed to be available and a non-issue by Huntsville town." Blake Bingham responded that the culinary water wouldn't have been an issue at the time of annexation because at the time of annexation, January 7, 2014, the property was zoned AV-3, agricultural. There wasn't a need to address culinary water.

Jennifer Sorenson wanted to clarify, and asked if they built the homes on their Concept Development Plan if they would need a well. The PC responded that yes, a well or a source would need to be provided.

There was discussion between Doug, Sandy, Blake and Rex regarding the current water status in the Town of Huntsville and the obligation of Huntsville to meet State Requirements.

Steve Johnson asked if he would be able to keep a well if he established one on his property. He asked if he would have to give the well to the Town. Blake responded that it would become a part of the property. The property owner keeps the water rights which would require a fee through the County. Rex commented if they wanted to be connected to the Huntsville Town Water System they would have to be able to provide the source water to be able to do that. Blake commented that drilling a stand-alone well would be the most feasible option for providing water to a property.

Jennifer wanted to know what the impact fees would be to connect off 7500 East. The PC responded it would be several thousand dollars to hook into the Town's culinary water. The PC was not aware of the specific fees; however, the members agreed the cost of drilling a well would be more economical than the cost of the impact fees.

Jennifer asked what would happen if she decided to rezone today and the situation with the Town culinary water changed. Would they still be required to have a water source/well and be held to the standard as of this date instead of the current standard. Rex stated they would be held to whatever the current standard would be. If they wanted to build right away, they would be held to the well standard. If they didn't build for several years and the Town ordinances regarding water changed, the property owners would be able to take advantage of the current standard.

There was discussion among PC members about the requirements for green belt property and whether the green belt property had to be 5 contiguous acres. There was a question about whether a property could stay in green belt status if part of it was zoned R-1. The parcel that will be zoned R-1 is outlined in the Concept Development Plan. Jennifer stated the green belt office stated if land is zoned R-1, and there aren't any buildings on it, then it can still stay in green belt. Rex stated if the green belt office allowed them to do that, that was fine with the Planning Commission. Jennifer commented the Rezone would move them one step closer to where they wanted to be in terms of developing the property.

Sandy had a question regarding the time frame for building. In ordinance 15.16.8.B it states:

*B. If Building Permits have not been obtained and construction of the development or an agreed upon phase thereof, in accordance with the approved Concept Development Plan and Final Development Plan, has not commenced Title 15 – Land Use Regulations Page 36 of 105 As approved by the Huntsville Town Council 15-36 within two (2) years from the date of zoning approval or other time period as set by the Huntsville Town Council, Huntsville Town may examine the reasons for the delay and the progress of the developers to that point and may either extend the time period or initiate steps to revert the zoning designation of the previously rezoned land to its former or other appropriate zone.*

Sandy wanted the petitioners to understand that there was a time frame, although there are options to extend the time in the ordinance.

Chairman Allen stated the next step would be to forward the Rezone Application to the Town Council with a recommendation or MOU, memo of understanding, attached to the property so that any owner would understand there would be a requirement to bring a water source to the property. Chairman Allen invited Jennifer to proceed with the Rezone application based on bringing a water source to the property.

Sandy asked Jennifer to clarify which parcels from the Trust are requesting the Rezone. Parcel #24-014-0001 and #21-008-0007 are both listed on the Rezone application. Jennifer explained that according to the drawing on the Concept Development Plan, they are trying to keep the northern 5 acres of parcel #21-008-0007 in green belt status. The total area seeking rezone is 8.5 acres, leaving the southern-most 3.2 acres developable. According to Jennifer most of the northern parcel of #21-008-0007 land is undevelopable. She is unsure where the line would be drawn between parcels because the property would need to be surveyed. She would like the PC

to Rezone all but that five acres of land on the north part of the property. Each of the potential building lots on the Concept Development Plan would be over an acre.

Chairman Allen reviewed the Concept Development Plan and confirmed a total of 8.5 acres. Sandy stated that there couldn't be two different zones on one parcel of land. Jennifer responded that it would be best to rezone the whole of both parcels #24-014-0001 and #21-008-0007. Sandy stated the green belt line would be a totally separate boundary. Jennifer commented the green belt office confirmed that it didn't matter what the land was zoned as "long as there would be 5 contiguous acres under production." Jennifer stated they wouldn't be ready to build for three or four years. The point of this Rezone would be to get one more step done towards that goal. Sandy stated she believed the TC should know the time frame and she would like to see that time frame in writing when the recommendation is made to the TC.

There was additional discussion among all PC members about how to go about determining a line for Rezone between both parcels in the Application based on the Concept Development Plan. There may be an additional amount of land needed for the subdivision of the land to build two homes. Parcel #24-014-0001 would need a total rezone. However, there may be land needed to satisfy the subdivision and building requirements from the other parcel, #21-008-0007. The PC looked at parcel #21-008-0007 on the zoning map. Sandy commented that per the map, some of parcel #21-008-0007 is currently zoned S-1 for sensitive land. At that point, it was determined that parcel #24-014-001 would be included in the Rezone Application. The Rezone would not apply to parcel #21-008-0007. Jennifer requested that the time frame put on Concept Development Plan be five years. Blake recommended that they send a recommendation to the TC to approve the Rezone for parcel #24-014-001 and reject parcel #21-008-0007. He also commented that there are two zones on parcel #21-008-0007. The zones are AV-3 and S-1.

**Blake Bingham made a motion to recommend for approval the Rezone Application of the Jack J Davis, LLC partially, to include parcel #24-014-001 from AV-3 to R-1 and reject the Rezone Application of parcel #21-008-0007. This is contingent upon an MOU be in place stating the applicant will provide their own culinary water sources by the way of wells, and all successors in interests will be required to maintain and satisfy any requirement made by both Weber County and the State of Utah. The time frame the applicants anticipate for development is 3-5 years.**

In additional discussion, Rex Harris reminded the PC that he felt it best to recuse himself from the vote. Rex states he could see that there could be a perceived conflict of interest because he had worked with Steve Johnson and Jennifer Sorensen in helping them come up with concepts that would meet Town ordinances, and he has relatives who have shown an interest in purchasing property from the Johnson's.

**The motion was seconded by Sandy Hunter. All votes Aye. Rex Harris recused himself from the vote. Motion approved.**

<b>VOTES: APPROVED</b>	
AYES:	Commissioner Doug Allen Commissioner Sandy Hunter Commissioner Liz Poulter Commissioner Blake Bingham
NAYS:	
ALTERNATE:	
EXCUSED:	Commissioner Mike Engstrom
RECUSED	Commissioner Rex Harris

3 – Discussion and/or action on Steve Johnson Rezone Application.

The PC looked at the Concept Develop Plan for the Johnson property (**See Attachment #7**). Two options were submitted by Steve Johnson with regards to subdivision. The first plan, “The Most Likely Plan” or Option A with three residences on the property, would require a water source for culinary water. The “Optional” plan or Plan B has two residences on the property. Rex stated that this “Optional” plan wouldn’t need the addition of a culinary water source. The PC is looked at the “Most Likely Plan” with the three residences on the property. Sandy confirmed the measurements on the Concept Development Plan.

Steve Johnson wanted to make some comments. He stated he was one of 16 people the TC asked to apply for annexation in Town several years ago. Out of the 16 that were asked, only 4 did apply for annexation and he was one of the 4. Steve recalled that the annexation was done with the understanding that all would be good. He understood that it was good for the Town because it would create a buffer and not allow the county to run over the Town. He stated he was not annexing into Town for the culinary water. Steve requested he be granted the Rezone. He states he would like to rezone the entire parcel regardless of any recommendation the PC offered. He appreciated the efforts of the PC to look out for his interest but he requested to move forward.

Rex responded that he agrees with the history that Steve has recounted. Rex stated that there are generally two reasons that people annex into Town. One reason is to have access to municipal water, which may not be the case on Steve’s property. The other reason is to be able to build on smaller lots, since the requirement in Huntsville Town is .75 acre lots and the requirement outside of Town is 3 acres. Rex stated the water situation has changed over time. The State requirements have been revised. Rex stated the PC and TC are trying to comply with the State requirements.

Chairman Allen stated it was the PC’s responsibility to follow the ordinances provided to them. Chairman Allen stated he would entertain a motion on the “Most Likely Plan” provided by Steve Johnson.

**Blake made a motion to recommend for approval the Rezone Application on parcel #240140007 from AV-3 to R-1 with the understanding and the MOU in place to reflect the requirements to provide separate wells and water rights for any residences and subsequent subdivision parcels that resided outside the Town boundary prior to annexation. The**

**annexation. The development on the Concept Develop Plan labeled “Most Likely Plan” is the plan voted on and will be initiated within 3-5 years. Sandy seconded the motion. All votes Aye. Motion passes. Rex recused himself.**

4 – Discussion and or action on Land Use Permit for Mike Zeleznick, parcel #24-017-0011 (See Attachment #8).

Mike has been a life-long resident of Huntsville proper and Huntsville Town. Mike would like to update the current family home. He is seeking the advice of the PC for help in remodeling the home. He states that he would like to remodel the home for multiple family members. He would like to have separate kitchens in one structure/home. Mike states that the County doesn't allow two kitchens. The County states that Huntsville has its own ordinances. Mike didn't know what to plan for. He also wants to know if he can have separate entrances to the home.

Rex stated that in Huntsville, all family members can live in your home. The Town does not allow rentals. If Mike isn't renting any of the space, he is okay to put in two kitchens and two separate entrances.

Chairman Allen stated that Mike wasn't ready to act on a Land Use Permit yet. The footprint for the remodel will require him to enlarge the footprint of the home. Sandy, Rex and Doug advised him to get his plans done before he comes back for a Land Use Permit. Mike asked if the plans needed to be engineered plans. Rex explained that they needed a site plan to approve the Land Use Permit but to obtain a building permit at Weber County, he would need engineered plans. Rex explained if there was any variation from the site plan after the Land Use Permit was approved, he would need to come back to the PC for approval. Blake advised him to look at the setbacks and make sure they meet the requirements of the Town before moving too far ahead on the plan.

5 – Review of Future Items for Agendas:

Sandy stated it had been a long night. The PC didn't address all items on the agenda for tonight. A couple of the items would require long discussion and thought it would important to prepare for the next meeting. The items that would need to be on future agendas are:

- 1) To better define what a single-family dwelling is in an R-1 zone. This is title 15.6.2.A.
- 2) Review of Title 15.17.3.A & B: Non-Complying Buildings, Non-Conforming Uses and Parcels: Additions and Enlargements. PC Meeting Minutes from 2-22-18 had good information in it regarding this issue. These should be included in the discussion (p.9-11).
- 3) Review of Title 15.25.1.12: Vacating or Changing a Subdivision Plat – Blake stated this issue was someone wanted to consolidate lots but that action required a public meeting. The PC wanted to address the process of consolidating.
- 4) Sandy wanted to add 15.6.10 to future agendas. She gave an example of what 60% coverage with a home would look like (**Attachment #9**). Sandy wanted to remind the PC that the General Plan states they should be preserving open space.

6 - Citizen Comments:

There were none.

7 - Approval of PC minutes for meeting held February 22<sup>nd</sup>, 2018:

Sandy made a motion to approve the PC minutes for the meeting held February 22<sup>nd</sup>, 2018, as prepared. Blake seconded. All votes aye. Minutes were approved.

13 - Set date for next PC meeting:

The next PC meeting will be held on April 26<sup>th</sup>, 2018.

Sandy made a motion to adjourn. Blake seconded. All votes aye. Motion passed.

**Meeting adjourned at 8:52 P.M.**

  
Beckki Endicott, Recorder

## Petition for Annexation

October 25, 2013


To Huntsville town and Weber County recorder:

We the undersigned hereby apply for annexation of properties owned by signees into the town of Huntsville, Utah. The total area to be annexed is approximately seventeen acres, it is contiguous and bordering the north boundary of Huntsville, meeting all criteria for annexation.

Please find enclosed plat maps produced by the licensed engineering firm of Reeve and Associates, Inc., legally describing said properties and including all required information to apply for annexation into the town of Huntsville.

Applying land owners:

Steve J. and Kristin C. Johnson



Jack J. Davis of Jack J. Davis Family Limited Partnership



Kristie Bennion of Horse Creek Land & Livestock LLC



Marvin G. Carter





## HUNTSVILLE TOWN ANNEXATION AGREEMENT

THIS ANNEXATION AND DEVELOPMENT AGREEMENT (the "Agreement") is entered into effective as of the 7<sup>th</sup> day of JANUARY, 2014 between Huntsville Town, a Utah municipal corporation (the "Town") and STRYER JOHNSON (the "Applicants").

### RECITALS OF FACT:

- A. The Town is a municipality and political subdivision of the State of Utah classified as a town under the provisions of Section 10-2-301, Utah Code Annotated. The Town is located in Weber County, Utah.
- B. The Applicants are owners of approximately ~~0.2~~ <sup>2</sup> acres consisting of property in Weber County. This property is more particularly described in Exhibit A hereto (the "Property") which is located at approximately North, Huntsville, Utah in Weber County, Utah. The Property is within an area proposed for municipal expansion under the Huntsville Town Annexation Policy Declaration dated March 7, 2013.
- C. The Applicants have specifically requested that the Property be annexed into the Town, and the Town Council, having considered the matter, is willing to annex the Property, only on certain conditions, as set forth herein.
- D. Unless otherwise provided herein, the Property is subject to and shall conform with this Agreement, as well as all of the ordinances, rules and regulations adopted by the Town as of the date hereof, or which may be amended in the future, including, but not limited to, the provisions of the Huntsville Town General Plan (dated March 7, 2013), the Huntsville Town Municipal Titles (collectively, the "Existing Town Laws").
- E. The Town is authorized to enter into annexation and development agreements in appropriate circumstances in order to promote orderly development of property within its boundaries, implement the Huntsville Town General Plan, and provide infrastructure and other benefits in connection with development.

### AGREEMENT:

NOW, THEREFORE, in consideration of the foregoing goals and objectives, the annexation of the Property to the Town, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Applicants and the Town, intending to be legally bound, agree as follows:

1. **Incorporation of Recitals.** The above Recitals are hereby incorporated into this Agreement.
2. **Conditions to Obligations.** The obligations of Applicants and the Town hereunder are contingent upon and subject to the satisfaction of each of the following conditions.
  - 2.1. **Annexation.** The Property shall have been annexed into Huntsville Town. The Town acknowledges that Applicants have filed an annexation petition with the Town and the Town has accepted the petition and has held all public hearings required for consideration of the annexation.
  - 2.2. **Zoning Designation.** When the Property is annexed into the Town it shall be annexed into the same zone it is currently designated by Weber County as described in the Huntsville Town zoning ordinances.

3. **Regulation of Development.** The Town acknowledges and represents that its existing Town Ordinances, including without limitation its zoning ordinances and Building Code permit development of the Subject Property in the future.

4. **Town's Obligations.** Subject to Applicant's performance of its obligations hereunder, the Town agrees as follows:

4.1 **Annexation.** The Town agrees that it shall expeditiously proceed to adopt an ordinance annexing the Property into the Town in accordance with the Annexation Petition and applicable law. The Town further agrees that it will complete the annexation of the Property unless it is determined by a court of competent jurisdiction that the annexation fails to comply with the provisions of Utah's annexation statute, *Utah Code Ann 10-2-401 through 436*. All agreements would be formalized in a written Memorandum of Understanding prior to starting the formal annexation process.

4.2 **Municipal Services.** The Property will receive the standard municipal services as part of this development including garbage, culinary water, snow removal, sheriff and fire protection subject to the payment of all use fees and charges of general application charged or levied therefore by the Town. Any extension of utilities or services will be the responsibility of the Applicants.

5. **Applicant's Obligations.** Subject to the performance by the Town of its obligations hereunder, Applicant agrees as follows:

5.1 **Annexation Fee.** Applicants have paid the annexation fees in the amount of \$ 250.00 to the Town.

5.2 **Improvements.** Huntsville Town will determine prior to any annexation if it is feasible to serve the proposed new area with utilities and other municipal services within a reasonable amount of cost and time. For areas which it does not have the capability to provide municipal services, annexation would not be approved unless the property owners in the area agree to pay impact fees that would allow for the necessary expansion of existing service capabilities.

5.3 **Connection of Homes to Town Utilities.** The Applicants shall be responsible to pay all applicable impact fees, connection fee and any other typical fees required by the Town for connection to the Town's utilities. All applicable fees shall be due upon a request to connect to a Town utility.

5.4 **Access to Vacant Parcels.** The Applicants will be responsible to provide access to the vacant parcels within the annexation if it is necessary. The Town shall have no obligation to provide access to these parcels.

5.5 **Water Policy.** The Applicants land annexed to Huntsville Town shall be accompanied by water rights and water sources sufficient to accommodate the needs of all existing uses of water. However, any change to existing uses requiring water service to be provided by Huntsville Town will require the owner of the land to convey to Huntsville Town acceptable water rights sufficient to cover those new uses of water. Decreed or Certificated Water rights, of the type and quantity acceptable to Huntsville Town, and approved for municipal use within the Huntsville Town by the Utah State Engineer shall be required to be conveyed to Huntsville Town as a condition of development, subdivision approval or issuance of a building permit on annexed property. Huntsville Town does not provide secondary irrigation water service and proof of adequate water service for all outdoor irrigation by a secondary water supplier approved by Huntsville Town shall also be required as a condition of development, subdivision approval, or issuance of a building permit. The water rights conveyance requirements for development shall be in addition to any requirement that may be imposed upon development of

the land after annexation and in addition to appropriate Huntsville Town impact fees. Water requirements will be established on a case by case basis utilizing, among other things, Utah Division of Drinking Water standards and Utah Division of Water Rights regulations, with the general guideline of 0.45 acre-feet for inside domestic use per residential building permit being a minimum standard.

**6. Building Standards and Requirements.** All construction shall be conducted and completed in accordance with the Existing Town Laws and the terms of this Agreement. All required public improvements within the Property shall be constructed in accordance with the Town's construction standards in effect at the time of construction and shall be dedicated to the Town to the extent provided in the Existing Town Laws. Prior to commencing any construction or development of any structures or other work of improvements to the Property, Applicants shall secure any and all permits to the extent required by the Town under the Existing Town Laws or by any other governmental entity having jurisdiction over the work. Applicants shall construct, or cause to be constructed, all improvements in conformity with all applicable federal, state and/or local laws, rules and regulations.

**7. Miscellaneous.**

**7.1. Interpretation.** The fact that one party or the other may have drafted the provisions of this Agreement shall not affect the interpretation of its provisions.

**7.2. Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Utah.

**7.3. Merger; Amendment.** This Agreement (together with all Exhibits hereto, which exhibits are hereby incorporated herein by reference) constitutes the entire agreement between the Town and Applicants concerning the Property and supersedes all prior understandings, agreements or representations, verbal or written, concerning the Property. Except as expressly provided herein, this Agreement shall not be amended except in a writing signed by an officer of Applicant and by the Town Mayor.

**7.4. Severability.** If any part or provision of this Agreement shall be adjudged unconstitutional, invalid or unenforceable by a court of competent jurisdiction, then such adjudgement shall not affect any other part or provision of this Agreement except that part or provision so adjudged 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 provisions shall be deemed valid to the extent of the scope or breadth permitted by law.

**7.5. Force Majeure.** Neither party hereto shall be liable for any delay or failure in the keeping or performance of its obligations under this Agreement during the time, and to the extent that any such failure is due to causes beyond the control and without the fault or negligence of the party affected, including, acts of God, acts of the United States Government or the State of Utah, fires, floods, strikes, embargoes or unusually adverse weather conditions. Upon the occurrence of any such cause, the party affected thereby shall promptly give written notice (setting forth full particulars) to the other party and shall promptly resume the keeping and performance of the affected obligations after such cause has come to an end. During the existence of such an event, each party shall bear its own cost resulting there from and the Term or any extension of the Term shall be extended on a day-for-day basis. Each party shall make every reasonable effort to keep delay in performance as a result of such cause to a minimum.

**7.6. Agreement to Run with Land; Binding Effect.** This Agreement shall be recorded against the property and shall deem to run with the Property. This Agreement shall be binding upon and inure to the benefit of the Town and Applicants, and their respective heirs, representatives,

- 7.6. **Agreement to Run with Land; Binding Effect.** This Agreement shall be recorded against the property and shall deem to run with the Property. This Agreement shall be binding upon and inure to the benefit of the Town and Applicants, and their respective heirs, representatives, officers, agents, employees, members, successors and assigns. The right of the Town under this Agreement shall not be assigned.
- 7.7. **Attorney's Fees.** In the event either party shall default in the performance of its obligations hereunder or litigation is commenced, the no breaching party, in addition to its other rights and remedies at law or in equity, shall have the right to recover all costs and expenses incurring by such no breaching party in connection with such proceeding, including reasonable attorney's fees.
- 7.8. **Notices.** Any notices, requests and demands required or desired to be given hereunder shall be in writing and shall be served personally upon the party for who intended, or if mailed, by certified mail, return receipt requested, postage prepaid, to such party at its address shown below:

To:

To:

To: Huntsville Town, P.O. Box 267, Huntsville, UT 84317

Any party may change its address or notice by giving written notice to the other party in accordance with the provisions with this section.

- 7.9. **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.
- 7.10. **No Third Party Rights.** The obligations of Applicants set forth herein shall not create any rights in and/or obligations to any person or parties other than Applicant and the Town unless otherwise specifically set forth herein.
- 7.11. **Further Documentation.** This Agreement is entered into by all parties with the recognition and anticipation that subsequent agreements implementing and carrying out the provisions of this Agreement may be necessary. The parties agree to negotiate in good faith with respect to all such future agreements. The Town agrees to cooperate with Applicants as any be reasonable and appropriate to enable Applicants to obtain available tax benefits related to this Agreement. The Town does not warrant or represent that Applicants will receive any tax benefits in connection with the Property.

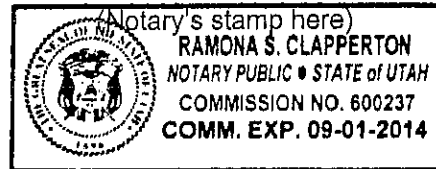
**IN WITNESS WHEREOF**, the parties have executed this Agreement by their authorized representatives effective as of the date first above written.

Signature of Petitioner: \_\_\_\_\_

State of Utah  
County of Weber

This instrument was acknowledged before me on March 12, 2014 (date of acknowledgment) by James Truett as Mayor, of Huntsville Town, a Utah Municipal Corporation, and by Gail Ahlstrom, City Clerk/Recorder, on behalf of said corporation.

Ramona S. Clapperton  
Notary Public in and for the State of Utah



Approved as to form:

Jenna Holt  
Jenna Holt, City Attorney

Owners:

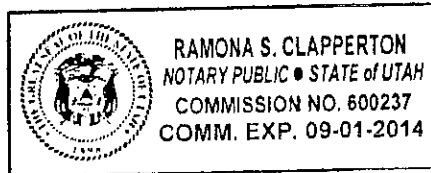
By: \_\_\_\_\_

State of Utah  
County of Weber

This instrument was acknowledged before me on March 12, 2014 by Jenna Holt.

Ramona S. Clapperton  
Notary Public in and for the State of Utah

(Notary's stamp here)



# STEVEN J & KRISTIN COOLEY JOHNSON

7382 E 100 S  
HUNTSVILLE UT 84317

## LEGAL PROPERTY DESCRIPTION:

**Parcel #24-014-0007**

ALL OF LOT 18, BLOCK 3, PLAT B, HUNTSVILLE SURVEY, WEBERCOUNTY, UTAH. ALSO:  
PART OF THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 6 NORTH, RANGE 2 EAST,  
SALT LAKE MERIDIAN: BEGINNING AT A POINT ON THE SOUTH LINE OF SAID SECTION  
9.55 CHAINS SOUTH 88°43' WEST FROM THE SOUTHEAST CORNER OF SAID QUARTER  
SECTION; RUNNING THENCE SOUTH 88°43' WEST 4.40 CHAINS ALONG THE SECTION LINE;  
THENCE NORTH 71°24' EAST 301.3 FEET; THENCE SOUTH 3° EAST 89.98 FEET TO  
BEGINNING.

## MEMORANDUM

**To:** Doug Allen – Chairman, Huntsville Town Planning Commission

**From:** Blake Bingham – Huntsville Town Water Committee

**Date:** March 8, 2018

**Re:** Water Source Requirements for Pending Rezoning Petitions

### **BACKGROUND**

At the request of the Huntsville Town Planning Commission, the Huntsville Town Water Committee assembled on March 7, 2018 to evaluate the pending rezoning petitions with respect to the requirements outlined under Title 15.27.3.C.—specifically the obligation for lands annexed into the town to be accompanied by water rights and water sources sufficient to accommodate the needs of existing and proposed uses. The Huntsville Town Water Committee was composed of Scott Richardson, Ron Gault, Bill White, Rex Harris, and Blake Bingham.

### **DISCUSSION AND FINDINGS**

Out of concern for the limited source capacity of Huntsville Town's existing culinary water system, the Huntsville Town Council amended Title 15.27.3 of the Land Use Regulations on March 7, 2013, requiring petitioners for annexation to provide water rights and water sources sufficient for all existing and proposed land uses. There were no provisions that contemplated waiving this requirement based on the size of the annexation or its proximity to existing infrastructure. Consequently, any subsequent annexation petitions (and corresponding rezone petitions) are contingent on the petitioner's compliance with these requirements.

With respect to the pending rezone petitions currently before the Huntsville Town Planning Commission, it is recommended that any approval of said petitions be conditioned upon the following requirements:

1. Any lands that were annexed following the March 7, 2013 amendment of Title 15.27.3 (including subsequent subdivisions) will be required to provide water rights and water sources in the form of one or more culinary wells sufficient for the uses identified in the respective Concept Development Plan.
  - a. It will be the responsibility of the petitioner(s) (or successors in interest) to acquire the necessary water rights and land use permits to drill and develop said well(s).
  - b. It will be the responsibility of the petitioner(s) (or successors in interest) to operate, maintain, and ensure compliance with all applicable drinking water standards for said well(s).
2. Any lands that were annexed prior to the March 7, 2013 amendment of Title 15.27.3, or that were part of the original incorporated boundary of Huntsville Town (including subsequent subdivisions), are entitled to a service connection to Huntsville Town's culinary system.

This recommendation does not contemplate other Land Use requirements beyond those explicitly discussed in the foregoing paragraphs. Consequently, additional requirements may be applicable.

**Concept Development Plan**  
Jack J. Davis Management, LLC  
Ordinance 15.16.4  
7478 E. 100 S. Huntsville, Utah

January 2018

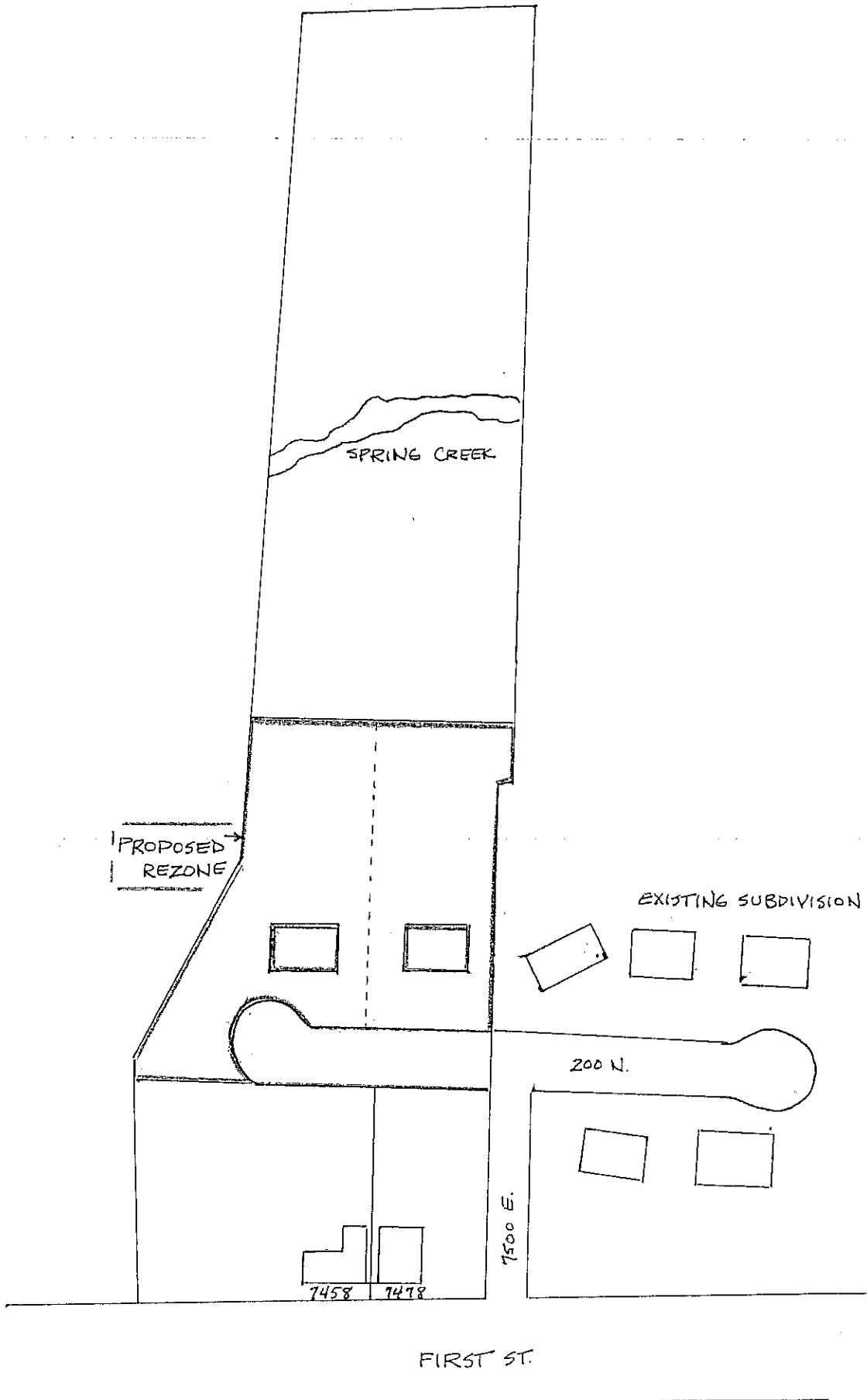
RE: Parcel #24-014-0001, #~~21-008-0007~~

Request rezone from AV-3 to R-1

1. **General land use type:** Agricultural to residential. Approximately 3.20 acres of the southern-most portion would be involved. The two parcels together are comprised of a total of approximately 8.5 acres.
2. **Location and arrangement of buildings, etc.:** See attached drawing
3. **Waste water provisions,** perk tests and septic systems as necessary per state requirements
4. **Storm water runoff:** same provisions as existing residential property and developments are required to comply with.
5. **Secondary water:** Property currently has secondary water access and shares.
6. **Culinary water:** At the time of annexation, culinary water access and shares were claimed to be available and a non-issue by Huntsville town.



JACK J DAVIS FAMILY TRUST



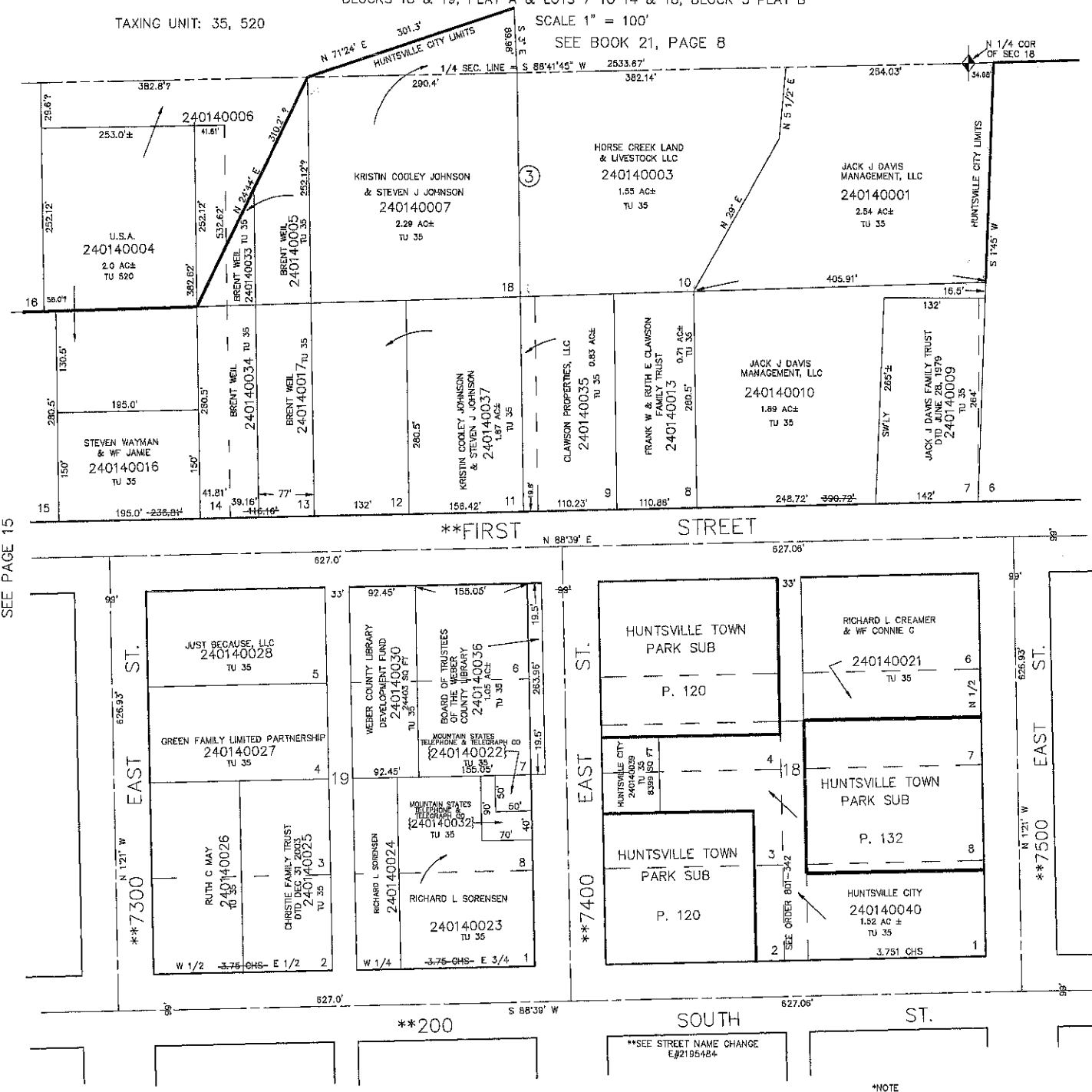
PART OF N. 1/2 OF SEC. 18, T.6N., R.2E., S.L.B. & M.  
**HUNTSVILLE SURVEY**

BLOCKS 18 & 19, PLAT A & LOTS 7 TO 14 & 18, BLOCK 3 PLAT B

TAXING UNIT: 35, 520

SCALE 1" = 100'

SEE BOOK 21, PAGE 8



SEE PAGE 15

SEE PAGE 13

\*NOTE  
STREET NUMBERS ACCORDING  
TO COUNTY SURVEYOR

\*\*SEE STREET NAME CHANGE  
E#219548\*

\*\*200

\*\*7300

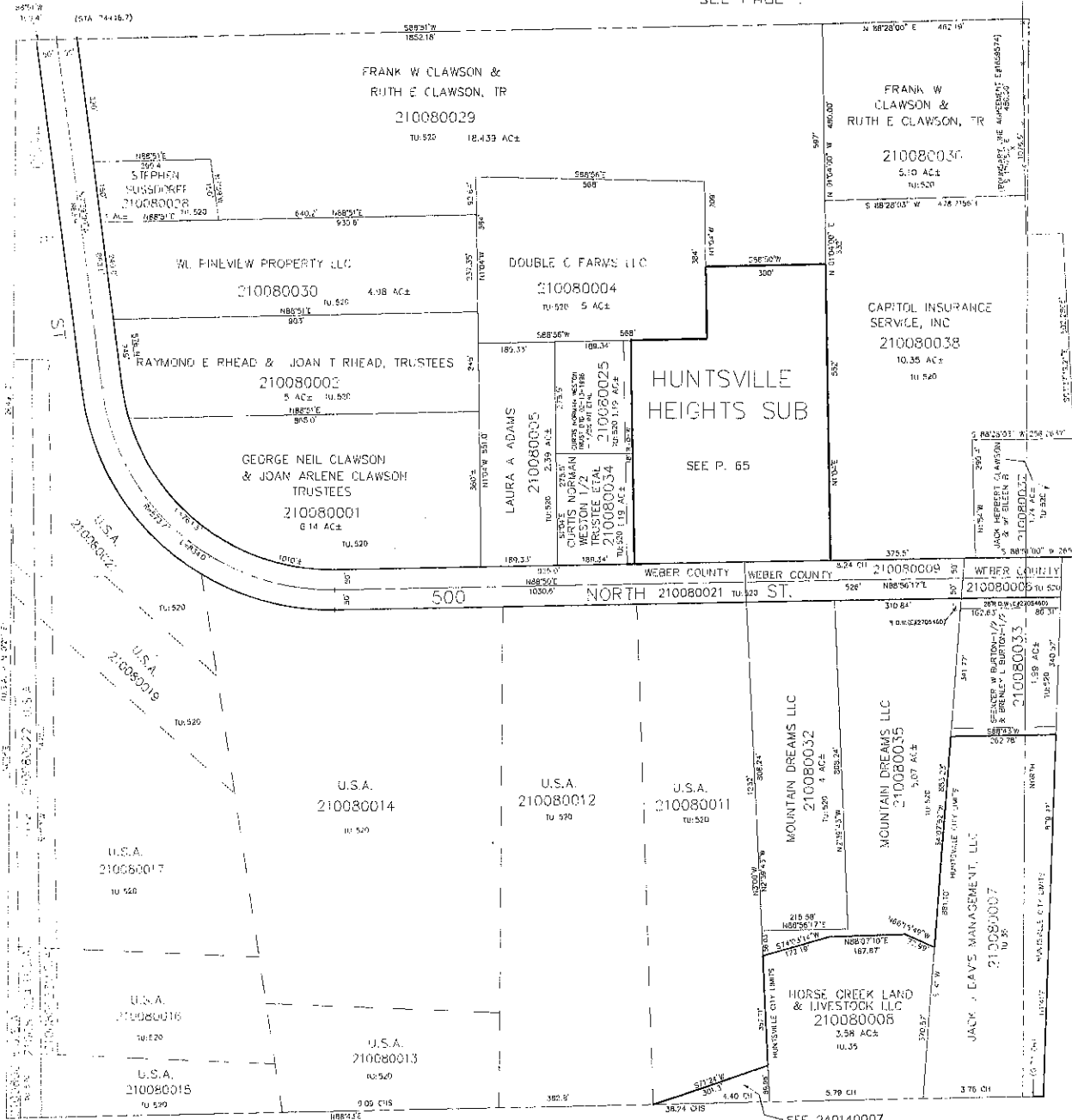
\*\*7400

\*\*7500

S.W. 1/4  
SECTION 7, T.6N., R.2E., S.1.B. & M  
IN WEBER COUNTY  
SCALE 1" = 200'

TAXING UNIT: 35, 520

SEE PAGE 9



SEE BOOK 24, PAGE 11

SEE BOOK 24, PAGE 15

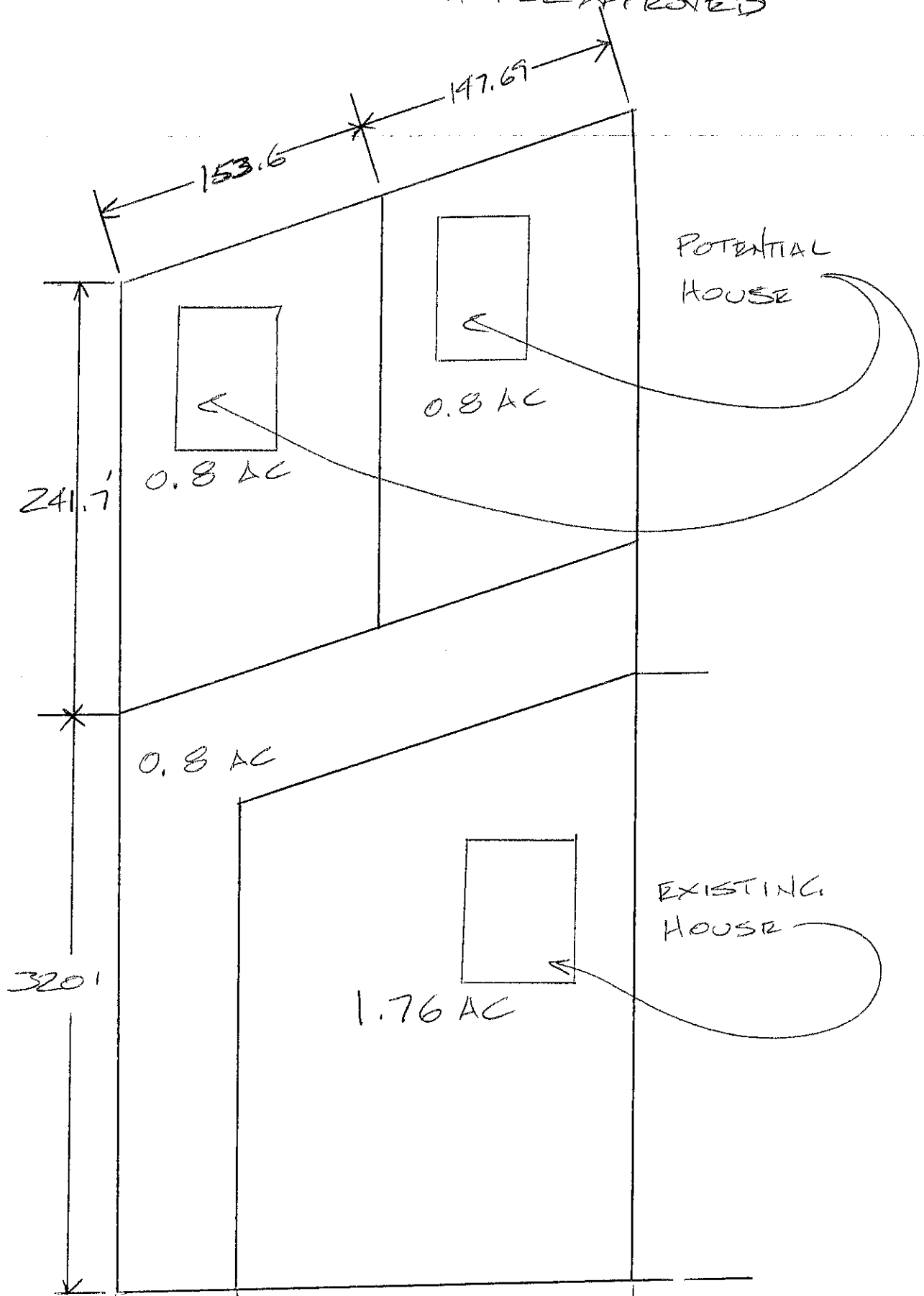
SEE BOOK 24, PAGE 14

**Concept Development Plan**  
**7382 E 100 S Huntsville Utah**  
**January 2018**

Per Huntsville town ordinance 15.16.4, in order to rezone from AV-3 to R-1, these two acres were recently annexed by Huntsville town, at that time it was understood and agreed upon by the annexing entity and Huntsville town planning commission and town council that this rezoning would be eminent.

1. General land use type
  - a. Agricultural / Residential
  - b. Residential / Agricultural
  
2. Refer to attached site drawings
  - a. Approximate location and arrangement of buildings, structures and facilities, open space, parking, access traffic patterns etc.
  
3. Waste water provisions, per state requirements as development may happen.
  
4. Storm water runoff, same as any other residential property and development in Huntsville town is currently required to offer.
  
5. Property currently has secondary water access and shares
  
6. At the time of annexation culinary water access and shares were claimed to be available and a non-issue by Huntsville town.

MOST LIKELY PLAN  
ROAD HAS BEEN PRE APPROVED



241.7'

0.8 AC

0.8 AC

POTENTIAL HOUSE

0.8 AC

320'

1.76 AC

EXISTING HOUSE

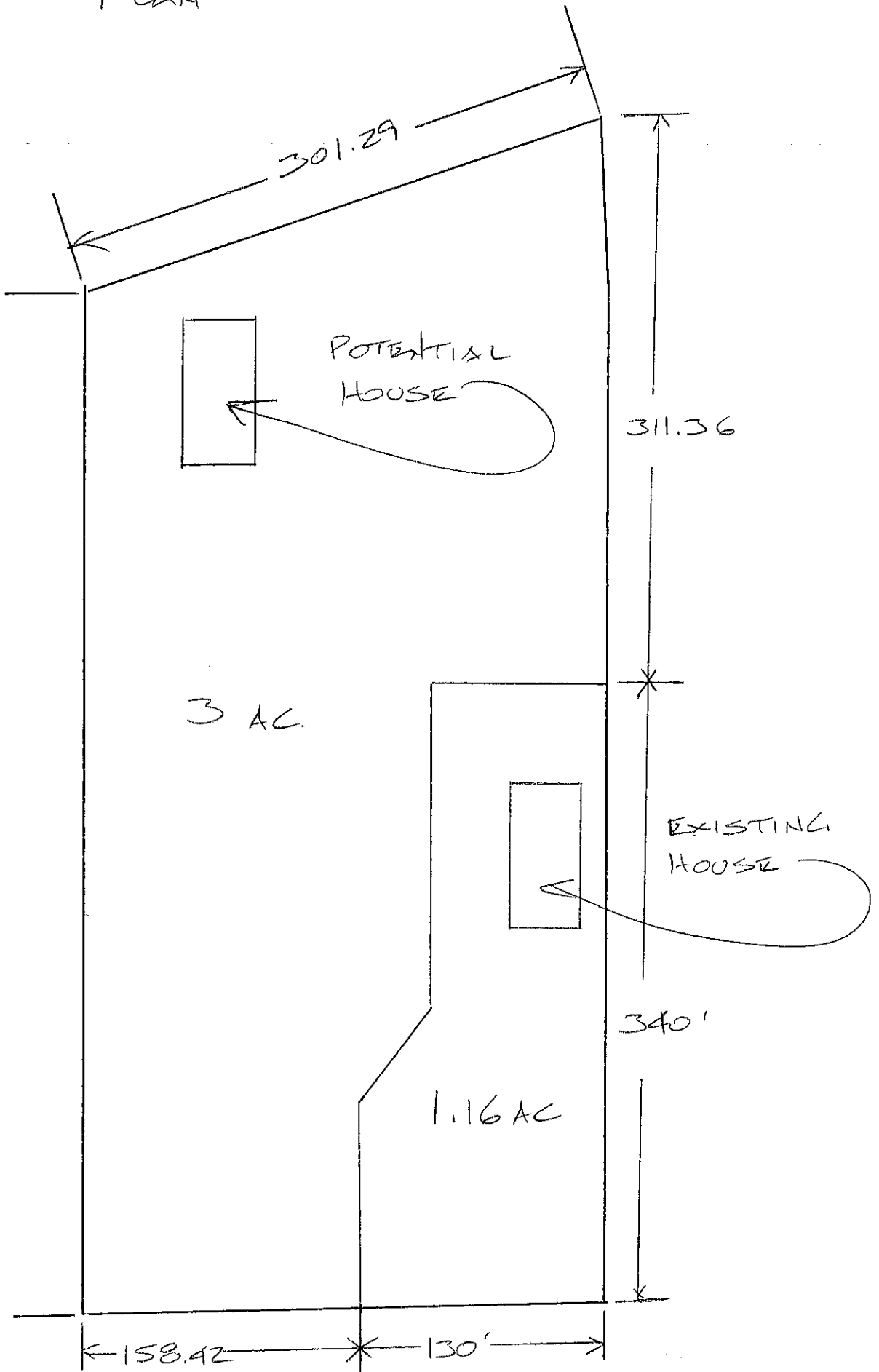
66'

222.42'

7382 E

100 # HUNTSVILLE

OPTIONAL  
PLAN



PART OF N.E. 1/4 OF SEC 13, T.6N., R.1E., S.L.B. & M.

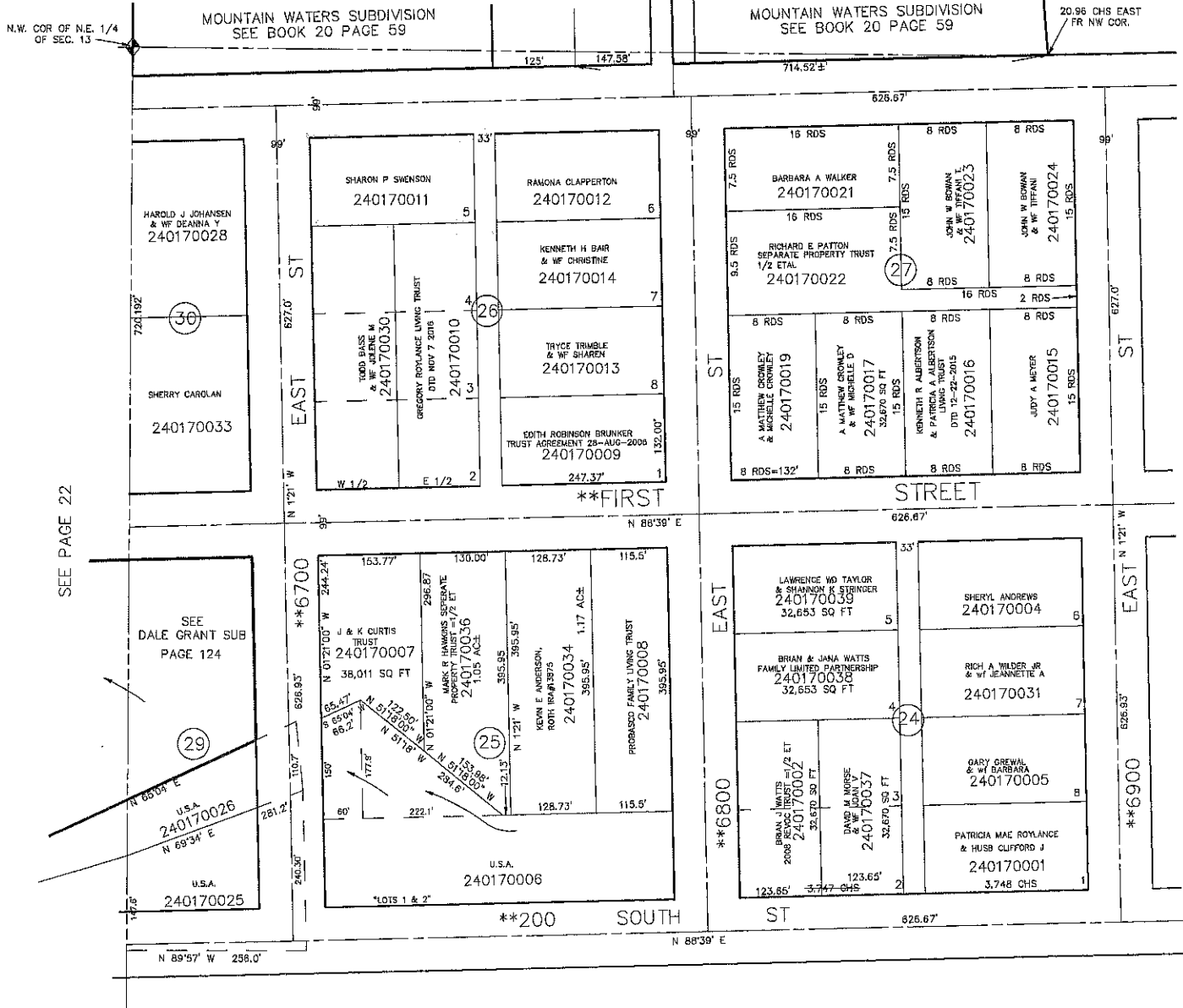
HUNTSVILLE SURVEY

BLOCKS 24 TO 27, 29 & 30, PLAT A

TAXING UNIT: 35

SCALE 1" = 120'

SEE BOOK 20, PAGE 10



SEE PAGE 21

\*NOTE:  
STREET NUMBERS ACCORDING  
TO COUNTY SURVEYOR

\*\*STREET NAME CHANGE  
SEE E#2195484

SEE PAGE 22

SEE PAGE 16

Street  
Front

— 130' —

Front yard



— 103' —

3/4 acre  
lot = 32,670 sf

10% =  
19,602 sf

90' x 103' =  
19,570 sf

side yard  
-12'-

-190'-

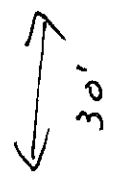
House

-15'-

side yard

250'

Rear



Rear  
Yard