

**MINUTES OF THE HUNTSVILLE TOWN COUNCIL MEETING AND PUBLIC
HEARING ON ANNEXATION**

Thursday, August 5th, 2021

7:00 p.m.

Huntsville Town Hall, 7309 East 200 South, Huntsville, UT

| Name | Title | Status |
|------------------|----------------|---------|
| James A. Truett | Mayor | Zoom |
| Richard Sorensen | Council Member | Present |
| Max Ferre' | Council Member | Present |
| Wendy McKay | Council Member | Present |
| Beckki Endicott | Recorder | Present |
| William Morris | Legal Counsel | Excused |
| | | |

Citizens: Sheryl Vanderhott, Bart Braegger, Lonny Bailey, Leta Bailey, Doug Cardon, Tyke Richardson, Paul Sullivan, Rex Harris, Valin Miranker, Dan Miranker, Jim Poulter, Jackie Poulter, Sherry Crandall, Corbin McPhearson, Ronit Palayeko, Joe Hansler, Bill White, Jeff Larsen, Todd Meyers, Monte Stewart, Mark Evans, Susan Calton, Ron Gault, Tommy Christie, Doug Allen, Sandy Hunter, Artie Powell (Zoom), Trina White (Zoom), Van King (Zoom), Jeff and Ester Hansen, Jim Fullmer, Marlin Jensen, Majkin Harris, Lt. Ryan

1-Mayor Truett called the meeting to order. There is a full quorum present.

2-The Pledge of Allegiance was led by Bill White.

3-Opening Ceremony was led by TCM Wendy McKay.

4-Citizen Comments for concerns other than annexation. There were no comments.

5-Sheriff's Report: Lt. Ryan was not present during this time in the meeting.

6-Annexation ordinance 2021-8-5: Annexation of CW Lands, Weber Fire Station 65, and various parcels into Huntsville Town. (See Attachment #1)

Attorney Morris: Attorney Morris recalled the history of CW Lands petitioning the Town of Huntsville for annexation into Huntsville Town over the last couple months.

Colin Wright: Colin is with CW Lands and confirmed that they are petitioning the Town of Huntsville for annexation. He stated Huntsville Town has expressed a desire to control the development and work with CW Lands instead of turning their development over to Weber County. Colin stated they would like to develop upscale homes on this piece of property and work with Huntsville Town.

Mayor Truett motioned to close the regular meeting and open the public hearing on Ordinance 2021-8-5. TCM Wendy McKay seconded the motion. All votes Aye. Motion passes.

Bart Braegger: (See Attachment #2)

Ron Gault: Ron Gault wanted to ask a question about the conservation easement designation in the 4.5.3 section of the Annexation Agreement. He would like to know if the conservation easement is in association with the Homeowner's Association.

Ron would also like to ask about section 4.6 and the termination clause and schedule. If there is a detailed schedule, he would like to see it delineated. Ron wanted to know about the trails referred to in the agreement.

Ron's last question was about water. He would like to see an additional study on the lifecycle cost analysis and what kind of stress, additional housing would put on the culinary water system.

Bill White: Bill stated he would like to see the water rights and source capacity in the Annexation Agreement. He believes the code reflects the requirement to bring source capacity and water rights or provide a fee for water. In the agreement it states that the fees are \$20,000 for each connection. However, Bill would like to see an acknowledgement in the agreement that the fee for impact on the part of the homeowners is \$7500 for an in-town resident. There is also no mention of fire hydrant connections, which will be needed in the development.

Dan Miranker: Dan wanted to comment that the agreement speaks to the one time services, but wants to know what the ongoing expenses for the Town are going to be and how those expenses for services will be met. Dan thinks that there will be more requests to annex and this will form a precedent for additional parcels in unincorporated Huntsville. There is a complete lack of affordable housing in the annexation plan.

Jim Fullmer: Jim wanted to know if the Army Corps of Engineers has approved this development. He hears that there isn't a permit from the Army Corps of Engineers. Jim believes that the wetlands are being ruined. He suggested the Town purchase the property as a community and wetland park.

Jeff Larsen: Jeff stated he is part of the Planning Commission but tonight is speaking for himself. He believes the developer has done a good job of putting together a quality development. He has a few issues that he would like to bring to the Town Council's attention. The first are the criteria in the annexation policy plan. The plans states that an annexation not take place if it creates an "enclave." There are a lot of differences in this development that would be different than those properties in Town. There are 3 acre lots, gates, closed access, and an HOA. He would like the Town Council to think about how to reconcile those differences in the annexation plan.

Sandy Hunter: Sandy recognizes that the Annexation agreement is just about the annexation agreement, not a development agreement. She stated that Single Family dwelling units are important to the residents of Huntsville and the word "dwelling" in the agreement should be changed to "single family dwelling unit." Sandy emphasized that the development includes some flag lots. The requirement in Huntsville Town is 130 feet of frontage. She has looked at the

code and there isn't a prohibition against flag lots, but the Planning Commission doesn't like flag lots and still requires 130 feet of frontage.

Sandy is wondering if they can add the word "possible" in the agreement when associated with gates and make it part of the development discussion.

Rex Harris: (See Attachment #3) Rex had submitted questions on the annexation to the Town Council ahead of time. He has requested that they become a part of the public record. He is disappointed that the Town Council had the responses from CW Lands because it would be like overriding the comment period and having CW Lands debate his questions at this time. He explained the questions were for the Town Council discussion and not for the CW Lands.

He would like to call attention to the agreement that would supersede the Huntsville Town Code. He is concerned that Huntsville has never allowed an agreement to supersede the code except in a commercial zone. Rex Harris is concerned about Title 15.10 and no PRUD's. He has other zoning concerns.

Jeff Hansen: He is a new resident in Town. He is in support of the concept of annexation. He is also supportive of transparency and believes the developer has not followed requests for interaction and transparency when it comes to knowing what the impact will be to residents. He believes Rex's documents provides a lot of good information and is supportive of them being added to official records.

He is supportive of the concept of annexation because it adds to the tax base. It potentially adds control of the highway. He likes the idea of CCR's but not the gates. It does increase the value of the properties. Jeff would like to see a sensitive lands study.

Doug Allen: Doug Allen has concerns about the water for the area being annexed.

Chief Sullivan: Chief Sullivan is from Weber Fire District. He wanted to let the residents know that even though Fire Station 65 is petitioning to annex, it will not change the level of service for surrounding residents.

Sherry Crandall: Sherry is a realtor for the property and explained that there was a previous developer that was proposing higher density housing for this piece of land. She believes that the proposed development is good for this piece of property and supports the annexation. She believes that Huntsville having control of its own development is a good thing.

Mayor Truett motioned to close the public hearing and open the regular meeting. TCM Max Ferre' seconded the motion. All votes Aye. Motion passes.

Mayor Truett thanked everyone for their comments. Mayor Truett stated they are very aware of the negatives and positives of the project. He wants the residents to know their concerns do not fall on deaf ears. He would like to address some of the concerns at this time.

Water Contamination, septic tanks and 6 acre lots:

Attorney Morris stated 6 acre lots were great. The study was commissioned by Weber County but that is not what they are following. These recommendations don't have anything to do with the standards for Huntsville Town. The zoning of 3 acre lots are vested to the AV-3 zone. There is legal precedent for this.

Septic tanks are governed by the Weber Morgan Health Department per the State Code. TCM Wendy McKay stated that it is nice to know that there are entities in place to take care of the septic and water standards because the Town Council is not the expert. The Army Corps of Engineers are not going to let any development go forward if the land is deemed undevelopable. TCM McKay also commented that several years ago the Ogden Valley did a study that deemed the unincorporated areas went from 1 acre lots to 3 acre lots.

TCM Wendy McKay also commented that Weber County officials have met with the Town leaders and others in the Valley. They made it very clear that they would like all the Valley to incorporate. They do not want to make the decisions and provide the services to these unincorporated areas. The Town Council is not here to discuss the development. She is in favor of having a say in what will happen across the road from us, which annexation will do. TCM McKay also stated there is precedence for annexation across the road with the American Legion and the Chevron.

TCM Richard Sorensen believes that this development will either happen in the Town with annexation or in the County without. He commented that additional density would be allowed in the County.

Bart Braegger commented additionally that the developer has the opportunity to make this development environmentally friendly by allowing 6 acre lots. He believes this will mitigate the impact to his 1860 water right and surface spring. TCM Sorensen commented that if the development was in the County, that they would have to dig wells, and this would impact his spring in a bigger way than hooking up to the Huntsville Town Water System. Bart Braegger agreed. But he stated that if Huntsville Town, then they have the responsibility to do what is right.

Mayor Truett stated that the Town Council has done a lot of research about the annexation and how it would impact surrounding residents and the Town. For the Mayor, the positives outweigh the negative. Mayor Truett invited Van King, the water engineer for the Wishing Well, to address the concerns about water. In light of the new development, Mayor Truett invited Van King to perform an additional and current study of the well. Mayor Truett invited Van King to share the most current results of his study.

Van King stated he became involved with water and Huntsville Town in 2016-2017. One way to manage concerns about water availability and quality is study the water and its flow. Van King stated he believes that Huntsville's water system is a robust system. He stated this is the result of good planning. In the past, Huntsville had relied on Bennett Springs for its water. There was not a redundant source at that time. Van King did a well sighting investigation at the time. The Town dug and constructed the Wishing Well. It is a 540 foot well. Van explained after the construction they studied the strength of the system and the flow of the water. They pumped the well at a rate

of 595 gallons per minute for 48 hours. This is just a snapshot of time, but it is an indicator of what it can do. Since that time, they have continued to test the well and it has met all the demands.

To put these rates into perspective, the current demands on the system average between 20-40 gallons per minute. It varies throughout the year. Some years also vary depending on drought, etc. All these studies suggest that the source capacity is 4-6 times the current size of the Town. Van King stated that good leadership and good planning has led to a good source for water. Even in these times of drought, the flowrate and pressures are the same as they were last year.

Doug Allen: Doug believed that the Wishing Well wasn't going to be the primary source of water for the Town. He asked if we were going back to the source of Bennett Springs and using the Wishing Well for the secondary source of water.

Bill White: Bill confirmed what Doug stated. He added that the Town can only draw from the Wishing Well in times of a shortage. The reason for the Wishing Well is redundancy. If the Spring dried up, then it would have the option of drawing from the Wishing Well. It provides a safety mechanism so that we always have a water source. In addition, the Town has the right to purchase additional source capacity from the Wishing Well to flow all the time. The Abby is letting the Town run off the Wishing Well currently in order to stress the well to its capacity and see if it affects the upper Spring. There hasn't been a device to measure the upper Spring. Huntsville Town is going to keep drawing for the Wishing Well for a couple of years to see if the Springs are affected.

Attorney Morris suggested they address Bill White's comments from the hearing. He wanted Bill to know that the \$20,000 impact fee will go toward stabilizing the water system. The in-Town impact fee will be charged to the residents as they develop the lots. Fire Hydrants will also be included in those impact fees. All those details should be in the Development Agreement.

Attorney Morris stated the Town has an agreement with the Abby for purchasing additional water shares for \$5,000 and then selling them at a fair market value. Currently that rate is between \$20,000 and \$40,000. The Town has been purchasing additional shares with the impact fees paid. They wanted to put the price of the water in the agreement to have the certainty in case the price changed.

Attorney Morris addressed the questions about the HOA and the conservation easement. Currently, it is written in 4.5.3 of the agreement that 25% of the Development is comprised of Wetlands and subject to a Conservation Easement/HOA/Huntsville Town. The Town didn't want to limit its control over dedicating it to any particular entity at this time. Attorney Morris will update the wording on the agreement to reflect "single family dwellings" and also add the wording for "possible" gates. He stated that Beckki had a better map and the trails that are referred to are on that map. The Town Council would like to see Ron Gault perform another cost analysis for the Town.

TCM Wendy McKay seconded the sentiment of the gates. She would like to avoid gates if possible. TCM Sorensen commented that the traffic may dictate the possibilities of gates.

Attorney Morris addressed the questions about services for the Town. The services include water, which has been discussed. The services include Weber County Sheriff's and calls for service will go up, but calls in the Valley are very low. The HOA is going to take care of the roads. The plan B for the HOA is a special service district.

Attorney Morris addressed the concerns for additional petitions of annexation. He stated there probably would be more requests for annexation. However, the annexation plan limits the areas that could potentially annex. Affordable housing throughout the State will be a big issue going forward. From a legal standpoint, municipalities with populations under 5,000 people do not have to comply with the State's requirements to provide affordable housing.

TCM McKay stated she would like to see this addressed in the future. She stated the population in the Valley is changing dramatically. We are getting to the point where our families can not come back and live in the Valley that they grew up in. This changing population changes the dynamics in the Valley and in Huntsville.

Colin Wright addressed the questions about applying to the Army Corps of Engineers. He stated they applied with the Corps over 150 days ago. They would like to work around the wetlands and not drain them. He also addressed the idea of gates. He would like to close the gates only during the necessary times and leave them open the rest of the time. Colin stated he did not like the idea of exclusion but does not see a way around the traffic problem in that area.

The 3 acres versus the 6 acres was another issue. TCM McKay stated that the application has already been made and the developer are allowed to develop at 3 acres. The advantage of the HOA is that the Town will save money on maintaining the road. The gates question has been addressed in the meeting. Flag lots will be addressed at the Planning Commission level.

Rex talked about the information that he disseminated in his comments. Attorney Morris stated that he would have usually had these questions addressed by the Planning Department and there wasn't a Planning Department. He thought the developer would be able to answer all of Rex's questions in a timely manner and so had them do that. The list was long, so they tried to do that ahead of the meeting. TCM McKay stated she only saw the list of questions yesterday and wouldn't have been able to answer them in time. Rex commented that the Town Council has had these questions since December 2020. Attorney Morris asked Beckki to make sure that Rex's questions are published for other residents to see and make them part of the official record.

TCM McKay addressed the concerns over transparency. She stated they have posted all the notices appropriately. Planning Commission Member Sandy Hunter stated the confusion about transparency is on the part of the developer. CW Lands said they submitted to the Army Corps of Engineers and then residents called the organization and they have not heard of the project. Colin stated that he would be happy to answer questions at any time. They have a 150 page report that they are willing to share with the TC regarding the wetlands. Sandy emphasized that this is an important issue to the TC and the PC in addition to Town residents. The residents would like to know about the concerns in the report.

Colin stated they did make a mistake with water management in trying to do ditch work. The ditches ended up being streams. They were given some bad advice. CW Lands have been working with the stream management in the State as well as the Army Corps of Engineers.

Jim Fullmer told the Town Council that they are just as responsible for the draining of wetlands. TCM McKay stated that this is not property in Huntsville Town. They would like to be able to work with the developers, but the annexation needs to be done for this to happen.

Mayor Truett shared the potential tax benefits for Huntsville Town with those present.

Mayor Truett motioned to approve Ordinance 2021-8-5: Annexation of CW Lands, Weber Fire Station 65, and various parcels into Huntsville Town. TCM Wendy McKay seconded the motion.

Mayor Truett motioned to amend the above motion to include the adding wording of “possible” to the term gates, adding the wording of “single family” to dwelling, and deletion of the termination clause. TCM Wendy McKay seconded the amended motion.

Roll Call Vote. TCM Max Ferre’ stated he sees more positives than negatives. He votes Aye. TCM Wendy McKay – Aye. TCM Richard Sorensen states he believes this is a good thing for the Town, but he is voting with his constituency tonight – Nay. Mayor Truett – votes Aye. Three votes Aye, one vote Nay. Motion Passes.

| VOTES | AYE | NAY | RECUSED | EXCUSED |
|---------------------|-----|-----|---------|---------|
| Mayor Truett | X | | | |
| CM Wendy McKay | X | | | |
| CM Max Ferre’ | X | | | |
| CM Richard Sorensen | | X | | |

The Town Council took a 5-minute recess.

Attorney Morris left the meeting at 8:50 p.m.

8-Discussion and/or action on municipal water connection for Mark Evans, 398 south 7600 East, parcel #240190032. (See Attachment #4) Mark Evans explained he had a “C” shaped, 5 acre lot. It has one connection on one end of the lot, but he would like another. **TCM Max Ferre’ motioned to approve the water connection application for Mark Evans.** TCM Wendy McKay seconded the motion. All votes Aye. Motion passes.

| VOTES | AYE | NAY | RECUSED | EXCUSED |
|---------------------|-----|-----|---------|---------|
| Mayor Truett | X | | | |
| CM Wendy McKay | X | | | |
| CM Max Ferre’ | X | | | |
| CM Richard Sorensen | X | | | |

9-Discussion and/or action on Ordinance 2021-6-24: Amending 15.7 to include the buildable lot status from a footnote to the code. (See Attachment #5)

Sandy Hunter explained that an important part of the code that deemed a lot complying was a footnote in the code. The Planning Commission wanted this to be codified or included in the actual code. The Planning Commission would like to add letter "C" to the code to include this footnote.

Rex Harris pointed out that the language would be noncomplying not nonconforming. Nonconforming would be Use. Sandy clarified that the PC is talking about lots that are less than .75 acres. Rex confirmed that this term should be noncomplying. Beckki stated the whole 15.17.14 needs to be changed to referred to noncomplying.

TCM Richard Sorensen motioned to approve Ordinance 2021-6-24: Amending 15.7 to include the buildable lot status from a footnote to the code as letter "C" and amending the word "nonconforming" to "noncomplying" when referred to "Use." TCM Wendy McKay seconded the motion. All votes Aye. Motioned passes. Roll Call Vote. Votes are reflected below.

| VOTES | AYE | NAY | RECUSED | EXCUSED |
|---------------------|-----|-----|---------|---------|
| Mayor Truett | X | | | |
| CM Wendy McKay | X | | | |
| CM Max Ferre' | X | | | |
| CM Richard Sorensen | X | | | |

10-Discussion and/or action on intersection construction of 7400 East and 200 South. TCM Richard Sorensen has been working on getting bids for a beautification project at this intersection. The stop sign is set back. Adding concrete boxes would move the stop sign out so that the traffic would see the stop sign and narrow the street in hopes to lower the speed on the street. TCM Sorensen stated the bids range from \$65,000 to \$120,000. Mayor Truett would like to get this project completed this year. He would like to see a 4 way stop. He will meet with Kay to see if there is a way to find the money and/or grant.

TCM Richard Sorensen motioned to table this item to the next agenda. TCM Max Ferre' seconded the motion. All votes Aye. Motion passes.

11-Public Comments:

Rex Harris wanted to comment that he doesn't have hard feelings against anyone personally. He believes that the Town Council has not followed the process that has been laid out. He said when he was the Land Use Coordinator, residents would come and he would advise them to follow the process, whether or not the home or subdivision complied with the process. Rex stated Huntsville Town should have provided CW Lands with the ordinances that had them work within the ordinances to draw out their development. Rex would have liked to have seen the developer design the development that meets our ordinances.

TCM Wendy McKay asked Rex if the Town Council could still do that with the Development Agreement. She doesn't believe that Huntsville Town has gone outside their ordinances.

Rex stated that it would not be possible to follow the ordinances now because with the Annexation Agreement the Town has created a new zone, AV3 with 3 acre lots. Huntsville Town is superseding what AV3 meant to Huntsville previously. He believes that Huntsville Town gave the control over to CW Lands. He wanted to express his friendship to the Town Council but still believes they made the wrong decision. He would like to see us follow the process.

Artie Powell: He wanted to echo what Rex has said. He believes that we don't have a good process in play and Huntsville is always playing catch up. Artie likes what Rex has to say when talking about presenting people with the ordinances and then having them comply. He states that we undermine our ordinances and our work when we just work around the ordinances. Artie states he is indifferent to the annexation.

TCM McKay stated she believes there is time to shape the development of the annexed lands with the development agreement.

Lt Ryan: Lt. Ryan stated Pineview is so low right now that they pulled out a car stolen in 2017.

The radar trailer was out at Doug Allen's house. The average compliance for cars that passed by was 9 out of 10. Only 4.8% of cars were over the speed limit for the week. TCM Wendy McKay stated that no one is speeding down the road. She doesn't believe this street to be a concern at all. The concern is on 100 South.

12-Adjournment of the Meeting: **Mayor Truett motioned to adjourn the regular meeting and open a closed door session.** TCM Wendy McKay seconded the motion. All votes Aye. Meeting is adjourned.

Meeting is adjourned at 9:30 p.m.


Beckki Endicott, Town Clerk

**HUNTSVILLE TOWN
ORDINANCE 2021-8-5**

**ANNEXATION: CW LANDS, WEBER FIRE DISTRICT STATION NO. 65, PARCEL
#240190007, PARCEL #240190027, PARCEL #240190009**

**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 from CW Lands on May 6th, 2021, 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 City'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 August 5, 2021, 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 City 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 be 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 at 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.

(Remainder of this page left blank intentionally, and signature appear on the following page)

ADOPTED AND PASSED by the Town Council this 5th day of August, 2021.

Municipal Roll Call Vote:

| VOTES: | AYES | NAYS | EXCUSED | RECUSED |
|---------------------|------|------|---------|---------|
| | | | | |
| Mayor Truett | X | | | |
| CM Max Ferre' | X | | | |
| CM Wendy McKay | X | | | |
| CM Richard Sorenson | | X | | |
| | | | | |

JAMES TRUETT, Mayor

ATTEST:

BECKKI ENDICOTT, Town Clerk

RECORDED this ____ day of _____, 2021.

POSTED this ____ day of _____, 2021.

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, 7309 East 200 South 2) Huntsville Town Post Office 3) www.huntsvilletown.com 4) www.pmn.gov

Beckki Endicott, Town Clerk

DATE: _____

ANNEXATION AGREEMENT FOR PROPERTY LOCATED AT HUNTSVILLE TOWN, WEBER COUNTY, UTAH

This Annexation Agreement ("Agreement") is made and entered into as of the date set forth on the signature page, by and between CW Land Co., LLC, a Utah limited liability company ("Developer") and Huntsville Town, a municipality and political subdivision of the State of Utah ("Town"). Developer and Town may be referred to herein individually as a "Party" or collectively, as the "Parties".

RECITALS

A. The Developer is the fee title owner of approximately 73 acres of land located East of Highway 39 from 100 South to 500 South, Parcel Nos. 24-019-0001, 24-019-0023, 24-019-0012, 24-019-0013, 21-026-0041, 24-019-0011, and 21-026-0040 (the "Property"). A Map identifying the Property is attached hereto as **Exhibit "A"** and incorporated by this reference;

B. The Developer duly filed an Annexation Petition ("Petition") to the Town for consideration by the Town Council, and the Town Council accepted said Petition which was subsequently certified by the Town Clerk;

C. The Petition is consistent with the Town's Annexation Policy Plan;

D. The Developer and Town desire to enter this Agreement to govern aspects of the annexation in order to benefit the health, safety, and welfare of the overall community and the area being annexed;

E. The area to be annexed and developed is set forth in the Concept Plan is attached hereto as **Exhibit "B"** and incorporated by this reference.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged the Developer and Town hereby agree as follows:

1. **Definitions.** In this Agreement, the following terms shall have the following meaning and except where context requires otherwise, the singular of a term includes the plural and vice versa. Other terms may be defined elsewhere in this Agreement.

1.1. "A-3 Zone" means Sections 15.10.1 through 15.10.7 of the Town Land Use Regulations.

1.2. "Concept Plan" means the concept plan for the Development attached hereto as **Exhibit "B."**

1.3. "Developer" means CW Land Co., LLC, a Utah limited liability company, with a principal mailing address of: 1222 West Legacy Crossing Boulevard, Suite 6, Centerville, Utah 84014.

1.4. "Development" means the Concept Plan and other plans for the Property to form a cohesive residential development in the overall community. The Development is commonly referred to as "The Sage" by Developer.

1.5. “Property” means those certain parcels of land consisting of approximately 73 cumulative acres identified as Parcel Nos. 24-019-0001, 24-019-0023, 24-019-0012, 24-019-0013, 21-026-0041, 24-019-0011, and 21-026-0040.

1.6. “Town” means Huntsville Town, a body corporate and politic of the State of Utah, with a principal office located at 7309 East 200 South, PO Box 267, Huntsville, Utah 84317.

1.7. “Town General Plan” means that certain *General Plan for Huntsville Town, Utah* dated December 17, 2020.

2. **Conditions Precedent**

2.1. Town Council Approval Required. This Agreement shall be approved in conjunction with the Town Council adopting an Ordinance approving the annexation of the Property, and any other properties that may be involved in the annexation.

2.2. Restrictions of Use. Developer and Town agree to restrict the uses of the Development as provided in this Agreement as applied by the land use and subdivision regulations adopted by the Town governing the Development, and to provide such additional amenities as are set forth in this Agreement, the municipal code, and submitted documents in connection with the complete land use applications.

3. **Preliminary Provision**

3.1. Property Affected by this Agreement. The legal description of the Property, to which this Agreement applies, is attached as **Exhibit “A.”** The annexation of other properties and parcels as part of any annexation Ordinance approving this Agreement does not limit or impact this Agreement whatsoever nor other parcels or properties annexed in conjunction with the Property.

3.2. Amendment of this Agreement. This Agreement may only be modified, amended, or terminated by the Parties by mutual written consent, which consent requires the approval of the Town Council.

3.3. Development Rights. Upon execution of this Agreement by the Parties, and unless otherwise provided for in this Agreement, the Developer shall be entitled to construct a maximum of twenty-one (21) residential dwelling units within the Development, of which, four (4) dwelling units may be situated on flag lots, as further set forth herein (the “Maximum Lot Count”). The Development of those four (4) units shall comply with all other codes in effect at the time of the land use applications are duly filed and complete, unless otherwise approved herein or in a subsequent subdivision development agreement pertaining to the Development.

4. **Town’s Undertakings**

4.1. Initial Zoning and Platting. Subject to the satisfaction of the conditions set forth in Article 2, Town shall make diligent good faith efforts to process the approvals for the Development in accordance with Utah law:

4.2. Density. The overall density for the Development shall not exceed twenty-one (21) residential dwelling units. However, Developer may be further limited from developing the maximum lots set forth in this Paragraph by wetlands, topography, or other limiting factors unrelated to this Agreement.

4.3. Lot Frontage; Front, Side, and Rear Setback. The minimum requirements for lot frontage and front, side, and rear setbacks shall be shown on the approved final plat for the Development consistent with the land use regulations, which final plat may depict up to but not to exceed four (4) flag lots within the Development. Any flag lots require separate approval from Fire Marshall of the Weber Fire District, which separate approvals shall occur concurrently with the final plat review by the Town.

4.4. Street Design. The following shall apply within the Development: (i) streets shall include twenty-six feet (26') of asphalt, without curb and gutter or sidewalk; and (ii) include drainage swales based upon approved low impact road standards with an overall right-of-way of sixty-six feet (66').

4.5. Special Considerations. The Development is to provide for the following special considerations:

4.5.1. A maximum of four (4) flag lots as preliminarily depicted on the Concept Plan attached hereto;

4.5.2. All lots within the Development shall be a minimum three (3) acres;

4.5.3. Approximately twenty-five percent (25%) of the Development is comprised of Wetlands subject to a Conservation Easement to be dedicated to the Development's homeowners association, Town and / or its designee;

4.5.4. The Developer agrees to preserve the maximum amount of wetland acreage possible as set forth in a wetland delineation to be completed and provided to the Town and as may otherwise be directed by the U.S. Army Corps of Engineers approval of this Development;

4.5.5. The Development is planned to impact the least amount of wetland acreage possible;

4.5.6. The Developer has received an Aquatic Resource Delineation Report;

4.5.7. The Developer has worked closely with the Town to obtain its approval of the wetlands mitigation and Concept Plan based on the unique characteristics of the Development; and

4.5.8. The Developer agrees to implement a mutually agreed upon Conservation Easement to preserve the maximum amount of wetland acreage and other open space that may be included.

4.6. Land Use Applications. The Developer agrees that it shall submit timely, complete applications with sufficient time that the Town can properly notice the hearings and meetings that are necessary with each application. The failure of the Town's good faith efforts to meet this schedule or to render approvals for these land use applications shall result in either party having the right to terminate this Agreement on written notice of such termination to the other party. Such written notice shall clearly be entitled a "Termination Notice." In the case of such termination, the Development shall remain in the Town (if it has been annexed). The termination of this Agreement shall be the Developer's sole remedy, in such an event.

4.7. Utility Services. The Town agrees that in areas where municipal services are not presently extended, such services will be extended on an as-needed basis by, and at the cost of the

Developer. All such extensions shall comply with the municipal code. Additionally, upon annexation and payment of all applicable fees and costs, the Development shall receive the following services from the Town: (i) culinary water; (ii) police protection; (iii) planning and zoning, including enforcement; (iv) curb side garbage collection; and (v) other services provided by the Town. Upon annexation the Developer shall pay to the Town the amount of \$20,000, per lot up to the Maximum Lot Count, for the connection to the Town's culinary water service. In the event the lot count in the approved final subdivision plat is less than the Maximum Lot Count, the Town shall refund the Developer, within five (5) business days of final subdivision plat approval, for any lot under the Maximum Lot Count and not included in the final subdivision plat. The Parties expressly acknowledge and agree that in no event shall Developer be obligated to pay more than \$20,000 per lot to connect to the Town's culinary water service and the Town shall not withhold reviewing and issuing building permits or providing culinary water service if the foregoing connection fee is ever increased.

5. **Developer's Undertakings.** Conditioned upon the Town's performance of its undertakings set forth in Article 4, and provided Developer has not terminated this Agreement pursuant to Section 7.1, Developer agrees to the following:

5.1. **General Plan and General Plan Map Amendment.** Apply for and support the change in designation on the Town General Plan Map for the Development to be designated as the A-3 Zone, along with general plan amendments supporting such zone.

5.2. **Initial Zoning** The Development is annexed and designated as A-3 Zone.

5.3. **Declaration of Covenants, Conditions, and Restrictions.** Developer shall, prior to recordation of the final approved plat, form a homeowners' association and incorporate one set of residential suitable codes, covenants and restrictions, and reservation of easements for the Development (the "Declaration"). The Declaration shall include, among other provisions, maintenance responsibilities for the right-of-way (discussed below) and common area amenities.

5.4. **Right-of-Way.** The sixty-six foot (66') right-of-way located with the development, and graphically depicted on the Concept Plan, shall be constructed and comply with all Town standards and specifications. Additionally, the Development's homeowners' association shall be responsible for the maintenance, repair, and general upkeep of the right-of-way including, without limitation, snow removal and gates at the ingress / egress points of the right-of-way (collectively, the "Gates"). The Parties acknowledge that Developer shall have the right to install and maintain the Gates; provided, however, Developer shall cause the sidewalk / trail to remain open and accessible to the general public for pedestrian access and connectivity through the Development. In the event the homeowners' association fails to maintain the right-of-way to Town standards, the Town may provide written notice of such failure and a reasonable cure period to remedy the identified deficiencies. If the homeowners' association has failed to remedy the identified deficiencies to Town standards, then, upon expiration of the applicable cure period, the Town may create a special service district (as defined in Utah Code Ann. §17D-1-102(11)) to fund maintenance of the right-of-way.

5.5. **Secondary Water.** As a condition to annexation, Developer will ensure that the Development is accompanied by sufficient water rights and water sources, which rights and sources may be addressed in the subdivision development agreement.

5.6. **Financial Guarantees.** As a condition to annexation, and when applicable, Developer agrees to furnish and file with the Town a escrow agreement for the Development in the amount equal to the Town Engineer's Cost Estimate.

5.7. Proposed Concept Plan. The Development shall be substantially similar to the proposed Concept Plan. It is recognized that minor adjustments to the Concept Plan may be necessary during subdivision approval, accommodating changes in infrastructure, engineering, or adjustments to enhance utility and connectivity. Approval of this Agreement shall not be interpreted to entitle Developer to a specific approval by the Town of a layout for purposes of the subdivision approval and other code requirements governing the Development.

5.8. Compliance with Law. The Parties agree to be bound by all Town and State rules, regulations, and codes.

5.9. No Pre-Approval. The enumerations in this Agreement are not to be construed as approvals thereof except as specifically provided herein, as any required land use approval process must be pursued independent hereof.

5.10. Conflicts. Any conflict between the provisions of this Agreement and the Town code shall be resolved in favor of this Agreement.

6. General Requirements and Rights of the Town

6.1. Issuance of Permits. Developer, or its assignee, shall have the sole responsibility for obtaining all necessary building permits in connection with Developer's undertakings and shall make application for such permits directly to the Town and agencies having authority to issue such permits in connection with the performance of Developer's undertakings. Town shall not unreasonably withhold or delay the issuance of its permits. Developer understands and acknowledges that other permits, including but not limited to septic tank permits, and other code requirements require approval of a governmental agency separate and apart from the Town; provided, however, Sunrise Engineering, the Town's contracted third-party engineering firm, shall review all building permits concurrently with such separate reviews and approvals to avoid delays to Developer.

6.2. Completion. The Developer shall, in good faith, reasonably pursue completion of the Development. Each portion of the Development must independently meet the requirements of this Agreement and the municipal code, such that it will stand alone if no further work takes place within the Development.

6.3. Access to the Development. For purposes of assuring compliance with this Agreement, so long as they comply with all safety rules of Developer and its contractor, representatives of the Town shall have the right of access to the Development without charges or fees during the period of performance of Developer's undertakings. Town shall indemnify, defend, and hold Developer harmless from and against all liability, loss, damage, costs, or expenses (including attorneys' fees and court costs) arising from or as a result of the death of a person or any accident, injury, loss, or damage caused to any person, property, or improvements on the Development arising from the negligence or omissions of the Town, or its agents or employees, in connection with Town's exercises of its right granted in this Section 6.3.

7. Remedies

7.1. Remedies for Breach. Unless otherwise provided in this Agreement, in the event of any default or breach of this Agreement or any of its terms or conditions, the defaulting Party or any permitted successor to such Party shall, upon written notice from the other, proceed immediately to cure or remedy such default or breach, and in any event cure or remedy the breach within thirty (30) days after receipt of such notice. In the event that such default or breach cannot reasonably be cured within said

timeframe, the Party receiving such notice shall, within such timeframe, take reasonable steps to commence the cure or remedy of such default or breach, and shall continue diligently thereafter to cure or remedy such default or breach in a timely manner. In case such action is not taken or diligently pursued, the aggrieved Party may institute such proceedings as may be necessary or desirable in its option to:

7.1.1. Cure or remedy such default or breach, such as proceedings for injunctive relieve, to compel specific performance by the defaulting Party, or declare a material breach by the Party; provided, however, such relief shall exclude the aware or recovery of any damages by either Party.

7.2. Attorneys' Fees. Each Party agrees that should it default in any of the covenants or agreements contained herein, the defaulting Party shall pay all costs and expenses, including reasonable attorneys' fees which may arise or accrue from enforcing this Agreement, or in pursuing any remedy provided hereunder or by the statutes or other laws of the State of Utah, whether such remedy is pursued by filing a lawsuit or otherwise, and whether such costs and expenses are incurred with or without suit or before or after judgment.

8. General Provisions

8.1. Reserved Legislative Powers. The Developer acknowledges that the Town is restricted in its authority to limit its police powers by contract and the limitations, reservations, and exceptions set forth herein are intended to reserve to the Town all of its police power that cannot be so limited. Notwithstanding the retained power of the Town to enact such legislation under the police powers, such legislation shall only be applied to modify the vested rights of the Developer under the terms of this Agreement based upon policies, facts, and circumstances meeting the compelling, countervailing public interest exception to the vested rights doctrine in the State of Utah as set forth in Utah Code Ann. §10-9a-509. Any proposed change affecting the vested rights of the Development shall be of general application to all development activity within the Town; and unless in good faith the Town declares an emergency, the Developer shall be entitled to prior written notice and an opportunity to be heard with respect to any such proposed change and its applicability to the Development under the compelling, countervailing public interest exception to the vested rights doctrine.

8.2. No Joint Venture, Partnership, Third-Party Rights, or Agency. This Agreement does not create any joint venture, partnership, undertaking, or business arrangement between the Parties and does not create any rights or benefits to third-parties. No agent, employee or servant of the Developer or the Town is or shall be deemed to be an employee, agent, or servant of the other Party. None of the benefits provided by any Party or by the Developer to its employees, including but not limited to worker's compensation insurance, health insurance, and unemployment insurance are available to the employees, agents, contractors, or servants of the other Party. The Parties shall each be solely and entirely responsible for their respective acts and for the acts of their respective employees, agents, contractors, and servants throughout the term of this Agreement.

8.3. Agreement to Run with the Land. This Agreement shall be recorded against the Development and shall be deemed to run with the land and shall be binding on all successors and assigns of the Developer in the ownership and development of any portion of the Development.

8.4. Term. This Agreement shall expire upon the earliest of the following:

8.4.1. Recordation of the final plat of the Development;

8.4.2. Expiration of the preliminary plan due to lack of work or subsequent action, as may be provided in the Town code; or

8.4.3. Upon written agreement of the Parties.

8.5. Assignment. Neither this Agreement nor any of the provisions hereof can be assigned to any other party, individual, or entity without assigning the rights as well as the responsibilities under this Agreement and without the prior written consent of the Town, which review is intended to assure the financial capability of any assignee. Such consent shall not be unreasonably withheld.

8.6. Integration. This Agreement contains the entire understanding with respect to the subject matter hereof and integrates all prior conversations, discussions, or understandings of whatever kind or nature.

8.7. Severability. If any part or provision of this 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.

8.8. 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 whom intended, or if mailed, be by certified mail, return receipt requested, postage prepaid, to such Party at its address shown below. Any Party may change its address or notice by giving written notice to the other Party in accordance with the provisions of this Section.

To Developer: CW Land Co., LLC
Attn: The Sage Development Team
1222 W. Legacy Crossing Blvd., STE 6
Centerville, UT 84014

To Town: Huntsville Town
Attn: Town Clerk
7309 E. 200 S.
Huntsville, UT 84317

8.9. Amendment. The Parties or their successors in interest may, by written agreement, choose to amend this Agreement at any time. The amendment of this Agreement shall require the prior approval of the Town Council.

8.10. General Terms and Conditions.

8.10.1. Non-liability of Town Officials or Employees. No officer, representative, agent, or employee of the Town shall be personally liable to the Developer or any successor in interest or assignee of the Developer, in the event of any default or breach by the Town or for any amount which may become due, the Developer, or its successors or assignee, for any obligation arising out of the terms of this Agreement.

8.10.2. Referendum or Challenge. Both Parties understand that any legislative action by the Town Council is subject to referendum or challenge by individuals or groups of citizens, including approve of development agreements. The Developer agrees that the Town shall not be found to be in breach of this Agreement if a referendum or challenge is successful, so long as the referendum or challenge relates to the Town Council's approval of this Agreement. In the case of a successful referendum, this Agreement shall be void at inception.

8.10.3. Ethical Standards. The Developer represents that it has not: (i) 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; (ii) 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; (iii) breached any of the ethical standards set forth in Utah Code Ann. § 10-3-1301 et seq. and 67-16-3 et seq.; or (iv) 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 the State of Utah or Town code.

8.10.4. No Officer or Employee Interest. It is understood and 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 Developer, 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 Developer's operations, or authorizes funding or payments to the Developer. This Section 8.10.4 does not apply to elected officials.

8.10.5. Governing Law and 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 District Court of the State of Utah, Farmington Division.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this Agreement by and through their respective duly authorized representatives as of the ____ day of _____, 2021 (the “Effective Date”).

DEVELOPER

CW LAND CO., LLC,
a Utah limited liability company

By: _____

Name: Colin H. Wright

Title: Manager

STATE OF UTAH)

§

COUNTY OF DAVIS)

On this ____ day of _____, 2021, personally appeared before me Colin H. Wright, the Manager of CW LAND CO., LLC, a Utah limited liability company, whose identity is personally known to me, or proven on the basis of satisfactory evidence, to be the person who executed the Annexation Agreement on behalf of said company and who duly acknowledged to me that he / she executed the same for the purposes therein stated.

(Notary Public)

(Seal)

TOWN

HUNTSVILLE TOWN

By: _____

Name: Jim Truett

Title: Mayor

Attest:

Approved as to Form:

By: _____

Name: Beckki Endicott

Title: Town Recorder

By: _____

Name: Bill Morris

Title: Town Attorney

STATE OF UTAH)

§

COUNTY OF WEBER)

On this ____ day of _____, 2021, personally appeared before me Jim Truett, the Mayor and authorized signer of Huntsville Town, whose identity is personally known to me, or proven on the basis of satisfactory evidence, to be the person who executed the Annexation Agreement on behalf of Huntsville Town, and who duly acknowledged to me that he / she executed the same for the purposes therein stated.

(Notary Public)

(Seal)

Exhibit A
(The Property)

PARCEL 1:

Part of the Northeast quarter of Section 18, Township 6 North, Range 2 East, Salt Lake Meridian, U.S. Survey: Beginning at the Southeast corner of said quarter section and running thence North 44 rods; thence West 6 rods 6 feet; thence in a Southwesterly direction to a point 7 rods 3 feet West of the place of beginning; thence East 7 rods 3 feet to the place of beginning, being part of Lot 6, Block 2, Plat B, Huntsville Survey, Weber County, Utah.

ALSO:

Part of the Southeast quarter of Section 18, Township 6 North, Range 2 East Salt Lake Meridian, U.S. Survey: Beginning at the Northeast corner of said quarter section and running thence West 7 rods 3 feet; thence South 3 rods 15.5 feet; thence East 7 rods 3 feet; thence North 3 rods 15.5 feet to the place of beginning; being part of Lot 6, Block 2, Huntsville Survey, Weber County, Utah.

PARCEL 2:

All of Lot 1, Block 2, Plat B, Huntsville Survey, Weber County, Utah.

LESS AND EXCEPTING that portion to State of Utah for highway known as Project No. 0568 in Final Order of Condemnation recorded January 23, 1959 as Entry No. 307834 in Book 603 at Page 128 and described as follows:

Beginning at the Southwest corner of said Lot 1; thence Easterly 70 feet, more or less, along the South boundary line of said Lot 1 to a point 60.0 feet perpendicularly distant Easterly from the center line of survey of said project; thence North 01°18'28" West, 146 feet, more or less, to a point 60.0 feet North 87°53'32" East, from Engineer's Station 118+00; thence North 02°54'28" West, 1042 feet, more or less, to the North boundary line of said Lot 1; thence Westerly 6 feet, more or less, along said North boundary line to the Northwest corner of said Lot 1; thence Southerly 18.06 chains along the West boundary line of said Lot 1 to the point of beginning.

ALSO LESS AND EXCEPTING that portion deeded to the Utah Department of Transportation by Warranty Deed recorded February 12, 2003 as Entry No. 1912788 in Book 2317 at Page 2683 and described as follows: A parcel of land in fee for the spot improvements of an existing highway, State Route 39, known as Project No. 0039, being part of an entire tract of property, situate in Lot 1, Block 2, Plat B, Huntsville Survey, a subdivision in the East half of Section 18, Township 6 North, Range 2 East, Salt Lake Base and Meridian. The boundaries of said parcel of land are described as follows:

Beginning at the intersection of the existing Easterly right-of-way line of said SR-39 (7800 East Street) and the North line of said Lot 1, which line is also the existing Southerly right-of-way line of SR-39 (100 South Street), said point of intersection being 56.77 feet radially distant Easterly from the center line of said project at Engineer Station 14+85.94, said point also being approximately 6 feet South 88°59'29" East along said North line of Lot 1 from the Northwest corner of said Lot 1 and running thence South 88°59'29" East 31.04 feet along said North line to a point 87.75 feet radially distant Easterly from said center line at Engineer Station 14+84.10; thence South 39°48'05" West 45.70 feet to said existing Easterly right-of-way line of SR-39 at a point 57.04 feet radially distant Easterly from said center line at Engineer Station 14+50.14; thence North 02°51'21" West 35.70 feet, more or less, along said existing Easterly right-of-way line to the point of beginning as shown on the official map of said project on file in the office of the Utah Department of Transportation.

PARCEL 3:

Part of Lot 6, Block 2, Plat B, Huntsville Survey, Weber County, Utah: Beginning 105 feet West of the Northeast corner of Lot 6; thence South 791 feet; thence West to East line of perpetual State Road right of way; thence Northerly along East boundary of perpetual State Road right of way to intersection of North line of Lot 6; thence East to point of beginning.

PARCEL 4:

Part of the West half of the Northwest quarter of Section 17, Township 6 North, Range 2 East, Salt Lake Meridian, U.S. Survey: Beginning 10.7 chains South from the Northwest corner of said Section 17 and running thence South 88°45' East 8.69 chains; thence South 01°54' East 10.31 chains; thence South 00°16' West 8.01 chains; thence North 89°55' West 8.54 chains; thence North 18.42 chains to the beginning.

PARCEL 5:

Part of Lot 7, Block 2, Plat B, Huntsville Survey, Weber County, Utah: Beginning at a point 162 feet North of the Southeast corner of said Lot 7; thence North to the Northeast corner of said lot; thence West to the Northwest corner of said lot; thence South to the Southwest corner of said lot; thence East along the South line of said Lot 7 to a point 222 feet West and 162 feet South of the place of beginning; thence North 162 feet; thence East 222 feet to the place of beginning.

LESS AND EXCEPTING that portion to State of Utah for highway known as Project No. 0568 in Final Order of Condemnation recorded January 23, 1959 as Entry No. 307834 in Book 603 at Page 128 and described as follows:

Being part of an entire tract of property in Lot 7, Block 2, Plat B, Huntsville Survey, in Section 18, Township 6 North, Range 2 East, Salt Lake Meridian. Said part of an entire tract of property is a parcel of land bounded on the Westerly side by the West boundary line of said Lot 7 from the Southwest corner of said Lot 7 to a point 60.0 feet perpendicularly distant Westerly from the center line of survey of said project; thence by a line parallel to said center line, to the North boundary line of said Lot 7. Said parcel of land is bounded on the Easterly side by a line parallel to and 60.0 feet perpendicularly distant Easterly from said center line of survey. Said center line is described as follows:

Beginning at the intersection of the South boundary line of said Lot 7 and said center line of survey at Engineer's Station 103+24, which point is approximately 38 feet East along said South boundary line from the Southwest corner of said Lot 7; thence North 01°18'28" West, 533 feet, more or less, to the intersection of said center line of survey at Engineer's Station 108+57 and the North boundary line of said Lot 7, which point is approximately 70 feet Easterly along said North boundary line from the Northwest corner of said Lot 7.

ALSO LESS AND EXCEPTING that part of Lot 7, Block 2, Plat B, Huntsville Survey, Weber County, Utah, lying West of the existing Utah State Highway right of way.

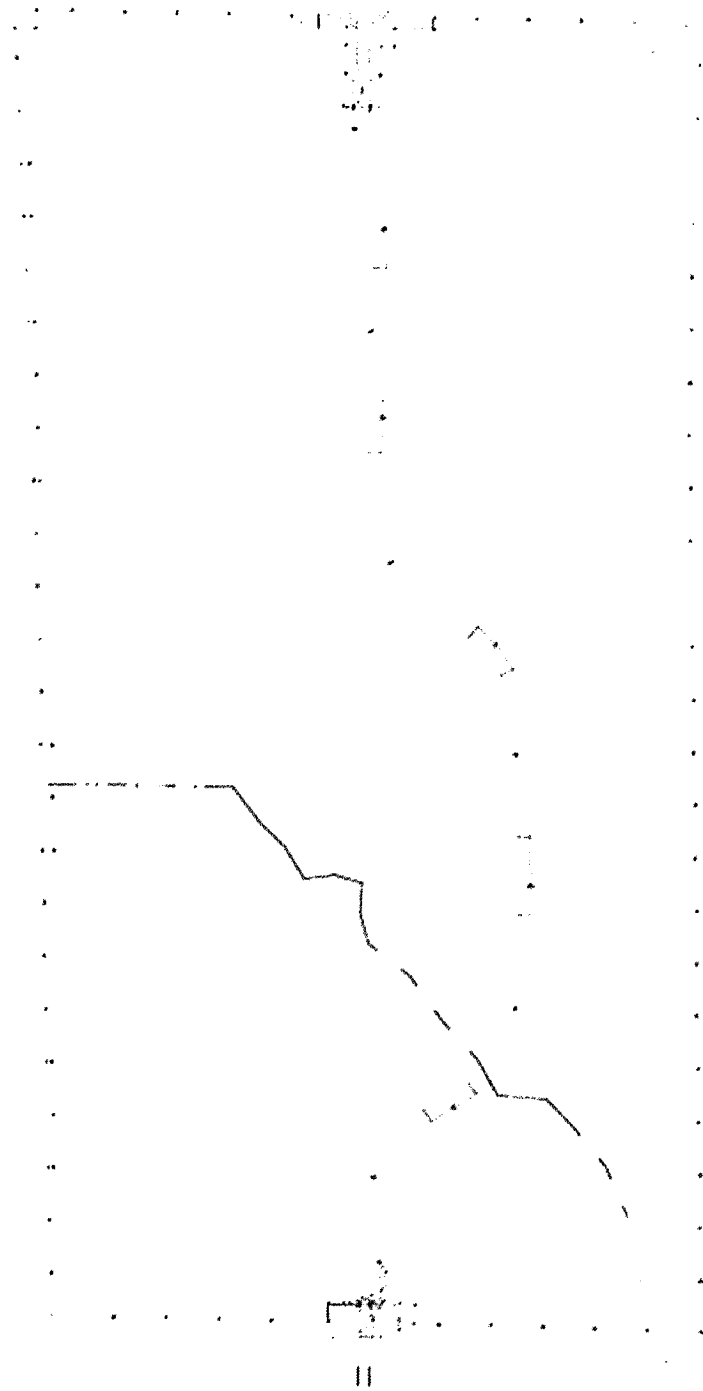
PARCEL 6:

Part of Lot 7, Block 2, Plat B, Huntsville Survey, Weber County, Utah; Beginning at the Southeast corner of said Lot 7 and running thence North 162 feet; thence North 88°15' West 222 feet; thence South 162 feet; thence South 88°15' East 222 feet to the place of beginning.

PARCEL 7:

Part of the Northwest quarter and part of the Southwest quarter of Section 17, Township 6 North, Range 2 East, Salt Lake Meridian, U.S. Survey: Beginning at the Southwest corner of said Northwest quarter of Section 17 and running thence North 00°05' East 11 chains on the West line of said Section 17; thence North 89°55' East 8.54 chains; thence South 01°15' East 20.54 chains to the center of the street; thence North 88°54' West 8.90 chains in the center of the street; thence North 9.41 chains to the place of beginning.

Exhibit B
(Concept Plan)



APPROVAL BY LEGISLATIVE BODY
HUNTSVILLE TOWN HEREBY APPROVES THE ADJUSTMENT
TO ITS CITY BOUNDARY AS SHOWN AND DESCRIBED
HEREIN.

THE _____ OF _____, 20____

210

HORIZ: 1" = 200'

LEGAL DESCRIPTION

I hereby certify that the Weber County Surveyor's Office has reviewed this part and all conditions for approval by this office have been satisfied. The approval of this part by the Weber County Surveyor does not release the Licensed Surveyor who submitted this part from the responsibilities and/or liabilities associated therewith.

Signed this _____ day of _____, 20_____

northerly right of way line of 500 So
107th St to its end on the West

THE PURPOSE OF THIS MAP IS TO PROVIDE AN ACCURATE GRAPHIC ILLUSTRATION OF THE CHANGE TO THE REFERENCED CITY BOUNDARY. THE BASES OF RECORDS FOR THIS SURVEY IS AS NOTED BETWEEN THE WEST QUARTER CORNER AND THE NORTHWEST CORNER OF SECTION 11.

THIS PLAN WAS PREPARED FROM RECORD INFORMATION ONLY. MEASUREMENTS WERE NOT VERIFIED IN THE FIELD.

REFERENCES

- (01) 86-0378 OFFICIAL MAP OF HANNAVILLE TOWNSHIP
- (02) 49-024 AL. WINGSSEAD SUBDIVISION
- (03) 29-042 BALENS BACK FIVE SUBDIVISION
- (04) 62-082 WEBER FIVE DISTRICT SUBDIVISION
- (05) 86-069 RAIL WHITE MARSH SUBDIVISION
- (06) 86-030 EXPL. INVESTMENTS
- (07) ST-0000(019) SR-38 AT 100 SOUTH ROW PLANT
- (08) 0727218 VANDANTY DEED - JORDAN FIELD LC
- (09) 1801810 VANDANTY DEED - SOWELL

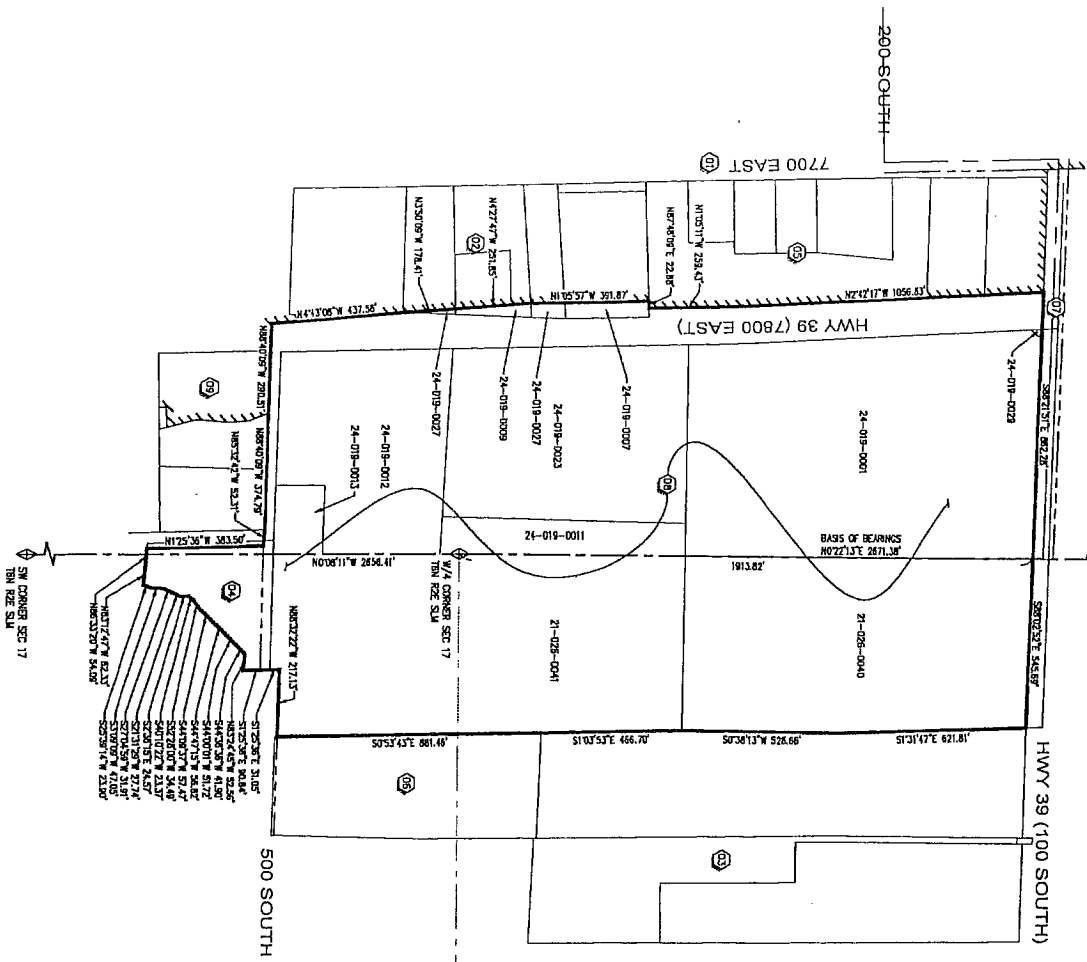
PLAT PREPARED: MAY 25, 2012

| | |
|---------|-------------|
| 0 | FINAL DRAFT |
| REV NO. | CONSIST |

1. DALE T. ROBINSON, A PROFESSIONAL LAND SURVEYOR LICENSED UNDER UTAH CODE 56-32, HOLDING LICENSE NUMBER 1867830, DO HEREBY CERTIFY THAT THIS FINAL LOCAL ENTITY PLAN, PREPARED IN ACCORDANCE WITH UTAH CODE 17-23-20 WAS MADE BY ME, OR UNDER MY DIRECTION, AND SHOWN HERETO WAS A TRUE AND CORRECT REPRESENTATION OF SAID FINAL LOCAL ENTITY PLAN.

| | | | |
|--------|---------|---------|---------|
| SD NO. | DATE | BY | REMARKS |
| 00057 | 11/1/11 | 11/1/11 | 11/1/11 |

_____ SUBJECT BOUNDARY LINE
 _____ OTHER PROPERTY LINE
 _____ EASEMENT LINE
 _____ SECTION LINE
 _____ SUB-SECTION LINE
 _____ RIGHT OF WAY LINE
 _____ STREET TIE LINE
 _____ CITY BOUNDARY

[illegible]

I'm Bart Braegger and this is my wife, Sheryll Vanderhooft. We live at 8051 E 100 S, about 350 feet east of the proposed annex. Many of you would know our place as the old Halvor Bailey property.

First we would like to thank the Developer and the Town for including Recital D in the Annexation Agreement. Recital D states:

"The Developer and Town desire to enter this Agreement to govern aspects of the annexation in order to benefit the health, safety, and welfare of the overall community and the area being annexed."

As part of the overall community and being very near the area being annexed, we are concerned this annexation will negatively affect our health, safety, and welfare.

Unlike current and future Huntsville Town residents through annexation, we do not have Huntsville Town culinary water. Our sole source of drinking water comes from a natural surface spring with a domestic water right that has an 1860 priority date. This surface spring is located a little over 500 feet east of the eastern boundary of the proposed annex.

We have this spring water tested every year by Weber Basin Water and, as of this past March, it has been acceptable for nitrate and total coliform.

In December 2020 we attended a public meeting hosted by the Utah Division of Water Rights to discuss Utah Geological Survey's Special Study 165, titled: *Characterization of the Groundwater System in Ogden Valley, Weber County, Utah, with Emphasis on Groundwater—Surface-Water Interaction and the Groundwater Budget*. Attending this meeting made us aware that our spring—our sole source of drinking water—is in danger. Among other things, Special Study 165 states that:

"Reliance on septic systems has contributed to locally high nitrate concentrations in both the principal aquifer [I'd guess where the newer deep wells are at] and the shallow unconfined aquifer [probably where our spring water comes from], potentially jeopardizing the Pristine water-quality classification."

In response to this water quality degradation, Special Study 165 recommends that the size of future Ogden Valley lots increase to at least 6 acres or "require new [septic] systems to use advanced nitrate removal technology."

These quotes can be found in the final two paragraphs of the Study. To emphasize the importance of this threat to our community, I'll read two more sentences from the Study. The first is from the Abstract on page 1:


"If minimum lot size remains at 3.0 acres, and each lot uses a septic tank, nitrate concentrations may increase to approximately 5 mg/L on average, and there is a high likelihood that some individual wells will exceed the primary drinking water standard of 10 mg/L."

And the final sentence of the Study states:


"Water resource managers should be vigilant in protecting the quality of Ogden Valley's groundwater resources as population and use grows."

So, in closing, for the Developer and the Town to be compliant with Recital D and "benefit the health, safety, and welfare of the overall community and the area being annexed," we ask that Section 4.5, Special Considerations of the Annexation Agreement be modified to include the 6 acre minimum lot size recommendation of Special Study 165, or, at a minimum, require septic systems with advanced nitrate removal technology as recommended in the Study.

<https://waterrights.utah.gov/meetinfo/2020/m20201217/default.asp>

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**PUBLIC MEETING CONCERNING THE RECENT HYDROGEOLOGIC STUDY & WATER RIGHT POLICY
FOR OGDEN VALLEY IN WEBER COUNTY**

Who: Ogden Valley Water Users

When: December 17, 2020, 4:00 PM

Where: The public meeting was viewable via live stream broadcast online. Questions and comments were sent via chat during the meeting. Questions and comments received online were addressed at the meeting at the time of their submission. Video replay is available, see materials below.

Purpose: The purpose of the meeting is to review Utah Geological Survey's (UGS) Special Study 165 "Characterization of the Groundwater System in Ogden Valley, Weber County, Utah, with Emphasis on Groundwater-Surface-Water Interaction and the Groundwater Budget" and discuss current water right appropriation policy. Personnel from the Division of Water Rights will be available to take all questions and comments provided by the general public and interested parties.

Agenda:

1. Welcome/Introduction
2. UGS Presentation - Groundwater in Ogden Valley
3. Current Water Right Policy
4. Public Comments/Questions

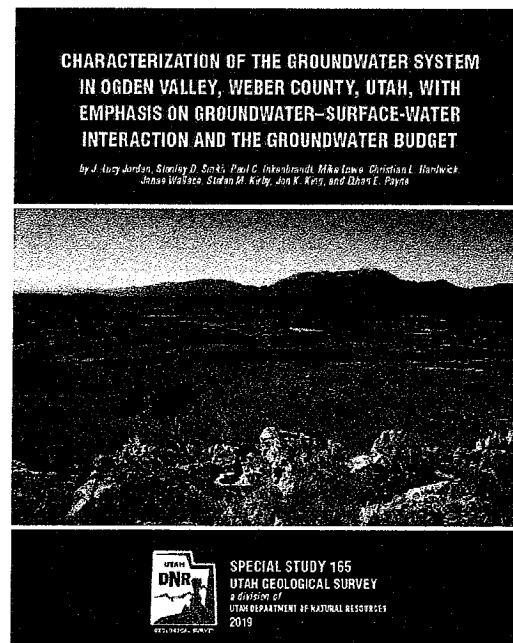
Materials: [Printable Agenda](#)
[Water Rights Presentation Slides](#)
[Utah Geological Survey Presentation Slides](#)
[Attendance List](#)
[Video Recording](#)

Public Comments Received:

- [12/11/2020](#) Janice A. and Gary L. Fullmer
- [02/11/2020](#) Miranda Menzies

Utah Division of Water Rights | 1594 West North Temple Suite 220, P.O. Box 146300, Salt Lake City, Utah 84114-6300 | 801-538-7240
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[https://www.webercountyutah.gov/planning/documents/Ogden%20Valley%20Hydrogeology%20Study%20\(Reduced\).pdf](https://www.webercountyutah.gov/planning/documents/Ogden%20Valley%20Hydrogeology%20Study%20(Reduced).pdf)



Beckki Endicott

From: Rex Harris [REDACTED]
Sent: Wednesday, August 4, 2021 11:10 AM
To: Beckki Endicott
Subject: Comments For Annexation Public Hearing
Attachments: Sage Development.docx; 2021.07.29_theSAGE_Annexation_Agreement.pdf; Annexation_Ordinance_Sage_Development_-_7-29-21.pdf; Questions for the Town Regarding Sage Development.docx

Beckki,

Due to the limited amount of time that may be available during the Public Hearing scheduled for the proposed annexation on August 5th, I am including information to be added to the official hearing record for the consideration of the Town Council. Under standard procedure for public hearing protocol I am to assume that information as submitted in writing will be considered by the Town Council just the same as comments made, recorded in the open microphone session of the hearing and then later specifically addressed during the discussion agenda item.

I have not seen anywhere posted as to when the comment period ends for receiving written comment, hence the reason why I am sending this information to you now to assure that it is received and can be placed in the official record and can be discussed during the Council's agenda item for discussion on the matter.

To emphasize a point, if written comment will be allowed to be received after the hearing on the 5th, then the Council should not take action on the action item until after the comment period has ended and each unique points addressed in written form or verbally received during the hearing can be addressed. Taking action before items presented through the hearing process are addressed would be a serious lack of accountability by the Council and could be subject to legal redress.

It would be a great benefit if the comment period would extend beyond the public hearing date because I have not had enough time to fully comment on the entire document. So comments attached do not fully cover the whole document. This document was only posted on August 2nd, which left a small amount of time to prepare full comments. I am sure other people are finding it hard to fully prepare for constructive comments in this amount of time. I understand that the minimum notice times have been met, but in an annexation petition as large as this one, more time would probably be a benefit to the Town citizens as well as the Council in receiving the best input in the decision making process as possible.

The items that I have attached are as follows:

1. Questions to be posed to the Developer as requested by the Town Council that I have never seen a formal response to.
2. Analysis and questions posed to the Council Dated from December 12, 2020 and sent to the Planning Commission and Town Council in preparation for the March 8, 2020 combined worked session. No formal response has ever been received regarding this document.
3. Comments attached to the Draft Ordinance considered for adoption.
4. Comments on the Annexation development agreement.

Thanks,
Rex

Discussion on Sage Development (12/12/2020)

Rex Harris

Preliminary Engineering

It appears that very little preliminary engineering has taken place for the sage development. I believe that their intent is to close on the property prior to having done their due diligence for the development. This makes me very nervous. There are many issues that I think that a proposed development of this scale would want to flesh out prior to closing. From their presentation it seems as though they are planning to move ahead without having answers to, or even asking the questions, that should be addressed. There is very large amounts of money that goes into developments such as this, therefore, it is wise to spend a little money on scoping to protect a large investment on the back end. Unmitigated issues that arise after you have bought land become difficult to manage and there could become great pressure placed on the Town to cut corners or to compromise on standards as developed in our General Plan. The below listed items will delve into some of the main issues as I see them.

Development Size

The sage development is 73 acres. No matter which way you look at it, this is a huge development not only in relationship to scale of the current size of Huntsville but just in its overall size alone. We are talking about potentially well over 100 new residents to the town. Currently, the general plan lists our R-1 acreage for the Town at 259 acres. This makes this development 28% of that size (this number not being absolute due to not knowing the area to be accounted for roadways within the development). The plan would be for this to meet build-out as quickly as possible, so when you compare the potential 23 additional residential units, to the current residential units in Town excluding empty lots, vacant/second homes, that 28% number becomes much higher (exceeding I believe 50%). Is the Town prepared to deal with the increased challenges that comes with changes on this scale: maintenance, services, administration, etc?

Cost/Benefit Analysis

I believe the burden of proof is the responsibility of the developer in this case to show us that the benefits to Huntsville Town outweighs the costs. Everything that they have proposed to us so far is about how nice this will look. How much is this development going to cost the Town per year? What are our upfront costs and what are our yearly cost going to be? Can this be offset with property tax revenue? I sadly don't think it can as proposed, but I do not know for sure because no one has done an analysis. I also don't believe the HOA concept will pan out as discussed below. A pretty picture is nice but it doesn't put meat on the table, so to speak.

Sensitive Lands

The Town General plan calls for a sensitive land study to be conducted on annexations that involve land that has environmental issues. This would include both the built and natural environment. Is the Town prepared to require such a study to take place before an annexation proposal begins the public comment period and action being taken by the Town Council? There are several sensitive land issues involving the land which including animal species, habitat, vegetation, water quality, water resources, watershed, view shed, air quality, etc. Let me just bring up one of those issues for now: emergent wetlands.

I have attached the current mapping that the Utah Division of Natural Resources maintains for environmental issues such as wetlands. The federal government has environmental laws that govern the use and has placed jurisdictional responsibility and management through the US Army Corps of Engineers. Section 404 of the US Clean Water Act is generally the biggest law that governs the use of wetlands. It is true what Blake Bingham has mentioned that the USACOE can be worked with in clarifying and working through issue involving delineation of wetlands and impacts to wetlands. Still, I think it is important to understand the scope of scale of the issues involved.

As a small comparison, I am managing an \$800 million dollar project for the Utah Department of Transportation. We spent nearly 10 years working on an Environmental Impact Statement. All during this time we worked with the USACOE to obtain a 404 permit and it took two years even after we had a Record of Decision (ROD) signed by the Federal Highway Administration before we were able to acquire the needed wetland permit. The project was near sensitive lands, but ultimately we limited direct wetland impacts to less than 50 acres. From that the 404 permit required us to mitigate by preserving, enhancing, or replacing or 1100 acres in compensation.

Now I understand that there is not total direct comparisons to this development, but I want to point out some issues that might help us to understand the scale potential impacts that we are talking about. Let's look at the picture below. This shows the current mapping as used by the USACOE. Of the 73 acres involved in the development, it looks as though there is about 50% direct impacts to wetlands. That equates to like 35-40 acres: Remember the direct impacts on my UDOT project of nearly \$1 billion dollars impacted 50 acres and it is in a highly environmentally sensitive area. If you turned on the layer for hydric soils (wetland soils) it would include the entire 73 acres.

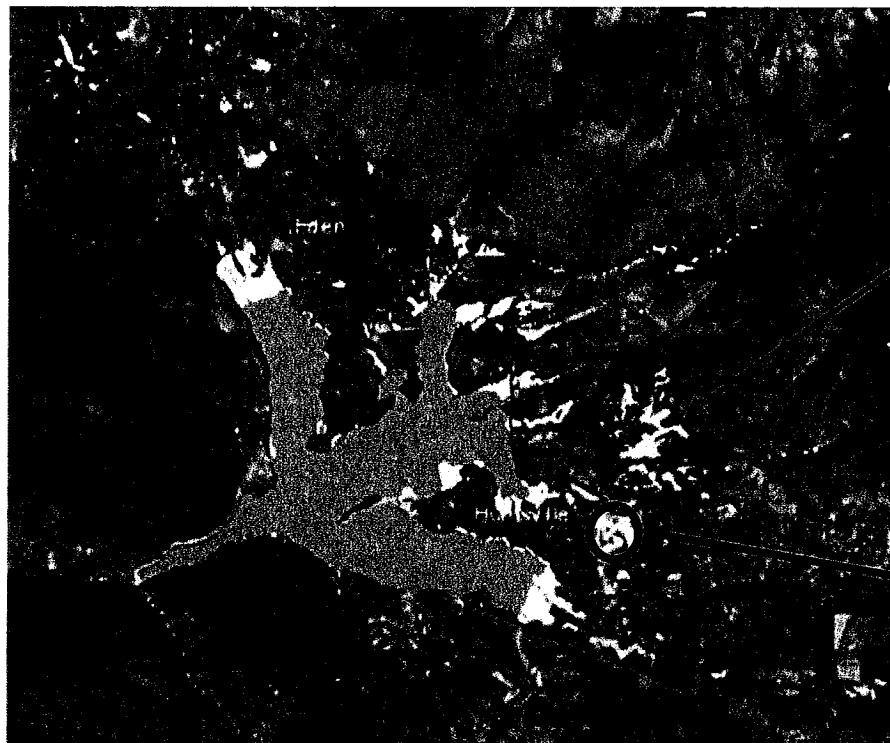


Firefox

Version 78.6.0

Microsoft Windows 10 Pro 64-bit Build 6.2.9200

To further illustrate the complexity of the issue, I refer you to the next picture below. This is a zoomed out area of the first picture. The area of the development is in the circled area. If the argument was that the USACOE simply designates huge tracks of land as wetland areas, this picture may help dispel that. Most of the wetland areas are associated river riparian areas near where these river enter into Pinview. There are two large areas in my opinion that are not directly tied to the larger rivers (forks of the Ogden River) that have huge wetland complexes. These areas of course are wet areas and have drainages and streams affixed to them. You do not see development in these areas for good reason. The two areas are the field areas north east of Town as you head towards Middle Fork, and the other area is this development. They are discharge areas that have many springs associated with them.



Firefox

Version 78.6.0

Microsoft Windows 10 Pro 64-bit Build 6.2.9200

This doesn't mean that there is no way that development can occur, but it may require significant analysis and coordination with resource agencies. Ultimately, it may mean that all 73 acres may not be able to be developed as desired by the developer. My opinion, I would be very careful that we fully understand the impacts. Development in this area may be contrary to the General Plan.

Culinary Water

Title 15.27.3(c) in our ordinances states that all annexed property must bring sufficient water rights and sources at the time of annexation. The ordinance then goes on to explain how that amount is to be determined.

The Town has dealt a lot lately with issues involving the culinary water needs for the Town. We have done some high level analysis regarding our water needs within the last couple of years. Many concerns were raised in regarding the Town's ability to supply water to its residents. We had the data to show that in dry years during the late summer when water demand was high and the levels in the spring were low, that we often barely had enough water. It was a great blessing to the Town when the wishing well was drilled and it became apparent that production in the well could meet the current needs of the Town. We were successfully able to negotiate out terms with Bill White that would allow us to switch from the springs to the well for our primary source of water, and that we had the ability to purchase a limited amount of water from that well in addition to our current water rights.

The Town currently has a finite amount of undeveloped lots within the Town that would potentially need to be served. The hope was that this additional amount of water that could be purchased would help fulfill the future needs of the current town boundaries. We have found that the Town made some past obligations about serving water to homes outside of the Town Boundaries that the Town has begun to purchase some of this water in the well to fulfill those obligations.

Now the Town is considering using more of this water that can be purchased to meet the obligation that the developer would have as outlined in 15.27.3(c). I believe that it would be very dangerous to do this as this additional water is extremely valuable. There is no easy way to increase our ability to obtain real water to provide for future needs. I feel like we may be squandering away in a very short time what could have supplied our needs for many years to come.

We have realized in the last couple of years the importance to real water and not just paper water. This issue came to a head when we dealt with Steve Johnson in annexing a portion of land that owned that was partially and out of the Town Boundary. The Town basically went through some difficult discussions as to how to deal with water and annexation. The Town eventually was able to negotiate out something with the Johnson, but the common feeling was that we needed to be better prepared for future annexations. That time is now upon us, even within the last week we sent Jordan Curtis, we looking at purchasing the Hadley property along 7700 east, with his tail between his legs mainly because he was told that he would need to provide water for the 0.24 acres that he would be seeking to annex into the Town. There is no easy, as mentioned before, to providing real water into our system, and the Town did not step up offer him the deal of purchasing real water from the Town's well options. I would have been opposed to that anyway, but now we are looking at a 73 acre annexation and wanting to basically give the water away.

The Town may feel that the one-time \$20k impact fee charge for this water will generate enough money to compensate for any future impacts. I strongly differ in this opinion. I actually don't think that we even have enough water units left to purchase that would cover this need. Also, one-time revenue recovery, is never a good strategy plan to cover on going future expenses, in my opinion.

We have seen just in the last year three years an increase of over a dozen new connections to the Town water system within the Town Boundaries. This includes new subdivisions and individual homes being built. I believe we will continue to see within the next years an increase of subdividing and building with Town. We need to be able to supply these homes with water. There is no simple way to replace this water, so we need to be very cautious of how we use our water resources.

Secondary Water

The Town has a requirement for homes being connected to culinary water to have a secondary water source. The developer said the other night that they would simply install secondary water lines within the development. They did not explain where this water would be coming. The irrigation company service boundaries that this development falls within does not currently have a pressurized system. How will the develop deal with this?

Grid System

The Town General plan states that the Town preference is to maintain the Town Grid system of blocks. Only in cases where the development of land within the Town does not allow for the Grid System to be maintained have we allowed cul-de-sacs to be constructed. That has not been our preference, but our ordinances allow for the exception when no other viable choice is available to the Town resident.

Now we are in a different situation where the current land falls outside of the Town Boundaries. The Town has many more options, especially with a development of this size. We can simply say that the development doesn't meet the guidelines of our general plan or we ask them to conform with the General Plan. On Page 15 of the General Plan, the Town specifically calls out for this specific area that we will require a grid system. Has the desire for this requirement changed with the Town? If so, the Town should change the General Plan?

I believe that there are many reasons to maintain the grid system, including access, emergency services, maintenance efficiency, town look & feel, sense of community, etc. Each of these things should be discussed, it is the reason why we placed this desire in the General Plan.

Zoning

Our general plan calls for small and quaint business opportunities to happen within our downtown district but it calls for our backbone for commercial revenue to be generated out near the Chevron. We have had a lot of discussion surrounding this over the last number of years and I believe the general consensus was that property of either side of SR-39 would be considered for commercial development. That this would become our new commercial center. This development changes this all in a flash. Where now do we propose to foster commercial revenue? I understand that we both hate commercial growth but yearn for the revenue that could be generated. Of course it is a balancing act. We also talk about how bad it will be when we get a 'box' development and of course we all don't want to see any Walmarts built. The reality of the matter is that we are just barely financially viable. As we add more and more residential it will be hard to sustain the functionality of the town. We very well may need a Valley Market within our Town to survive. There is a lot to talk about involving this.

Overlay Zone

It was mentioned that we should enter into a development agreement with the developer or in other words create a residential overlay zone. First of all we do not have a mechanism to allow us to do a residential overlay zone. Second, I do not believe that we should be creating residential overlay zones. Why would we want to create a residential zone that falls outside of the standard for all the rest of the residential lots. What are we trying to achieve. This is not a commercial development to generate tax revenue for the Town (property tax aside). There is nothing that they are proposing at this stage that would not be covered under our current zoning. Current zoning allows for lots to be larger than 0.75 acres, just not smaller than. I guess if we get caught up in the HOA myth, we may need to talk development agreements, but I think that there is ample reason to avoid that.

Roadway Rights of Way

The Town has a designation for minor and major road within town. The Town standard is for rights of way being 99'. With the new designation for minor roadways we have allowed for roadways that service only local traffic in small subdivisions to be 66'. I believe the appropriate requirement for any connection to 500 South (major collector) or SR-39 (100 South) (minor arterial) by 99'. They are currently showing only 66' roadways. In reality this development is large enough, and as they have it shown, is basically several small subdivisions connection be a collector street (Huntsville Major Road designation)

Land Use/Design

We need to work more closely as scrutinizing the concept plan as out lined to make sure that it aligns with our land use ordinances. We need to make sure that roadway geometry, lot sizing, frontage, buildable lots based on physical and environmental constraints can be accomplished. This will require some work the designer before it would ever be ready for public input. As mentioned earlier, I do not think that they have put much of engineering thought into this design. They will have purchased the land and will limit their options and flexibility.

Density Paradox

It was mentioned several times that we are getting the density that we want. I am not sure what that means. Currently, the county zoning is AV-3, which pretty much is what they are adhering to. This means that they are maxing out the density that the county will allow. With full build out on 3-acres lots, there is no available open space or in other words it is maxed to the hilt and it will appear to be dense. That is why there has been so much criticism of the County's AV-3 zone. I think initially people believed that it would keep a rural feel to the valley. Now a lot of people think that this will bring a dense feel to the valley. If every available piece of ground is turned into a 3 acre horse ranch, this Valley will feel very dense, and it will be really expensive to maintain services, think of all of the miles of roads, utility lines, power poles, etc. I think a more reasoned approach is to keep our 0.75 acre lot and block system and negotiate out the trade out in density from the 3 acres to 0.75 and preserve the balance.

Private Roads

The Town does not currently allow by ordinance (I also think there may be some state law issues) a private road to be placed within a Town Roadway Right of Way. This would require a change be ordinance to allow this. This is very dangerous and highly not recommended. This type of change would allow for similar issues that we have had with Kerry Wangsgard crop up.

Private Community

Initially, the developer had proposed a gated community. They have since backed off a bit on this concept, but it is very apparent that the look, feel, and concept for this development is to be centered around that this is an exclusive high end community separate from the rest of Town. Here again this is in opposition to the ideals as established in the General Plan. How do we incorporate the sense of community with the whole with this concept? Is this the direction that we want to Town to head in? I keep hearing people say that we don't want to be a Park City or other resort community. Well, this development concept steers us right in that direction.

Trails and other Amenities

The developer made it sound like that trails and potentially other amenities would be included within this development. I do not believe this is the case. It was mentioned that the County and the Town had plans to run a trail along SR-39 between 100 south and 500 south. It would be nice have it on the east side of the road but they wouldn't want to have it cross the highway, but the west side would be good enough let user feel like they were close to a cool development. The problem is that neither the Town nor the County is planning a trail in this location. The Trail comes into Town on 100 South, goes through Town and out through Winter's Grove. So not only are they not planning on building a trail system through their development, one will not even go by their development, and they were not planning on building or paying for any of it. Seems like a little deceptive advertising.

I have not heard of any talk involving adding parks or other features for public use. We are always so critical of the County when they all development without adding these features. The burden falls on our existing facilities like our downtown park. More and more development happens but we don't allow for the needed parks and other needed amenities.

HOAs

First of all, I believe that HOAs (Home Owners Associations) go against the overriding philosophy of our General Plan. They create division within communities. With that being said, HOAs do some things well and other things poorly. If you want to have a home look a certain way, HOAs are great. They can be a restrictive as you want to make your neighborhood look a certain way. They do not work very well as a public works department. The problem is that these duties are expensive and are not very efficient. It requires third party contracts to perform the work that is kept going by dues collected from the homeowners. This in and of itself creates sort of body politic or bureaucracy that can often work in opposition to the local town government. It often gets unruly creating complaints to the Town who somehow was supposed to be an outside observer. These duties would be expensive for this size of HOA and what tends to happen is they fail because ultimately someone is not getting paid to do their third party duties (plow roads, fix pot holes, etc). The HOA has difficulty getting its members to pay, this is compounded when homes are bought and sold or simply left empty. Revenue simple does not come in and the HOA fails. Ultimately, the responsibility falls back into the Town's hands. Now it is the Town's responsibility to make \$2 million home owners happy, and gone are the savings that you thought that you would have by having a HOA pay for it.

Sense of Community

This was briefly touched on earlier. The big question is how you make any annexation fill part of the community that it is being annexed into. All indications from the developer is that there really want to be set aside from the Town. This is the area where the 'other' people live. They said it themselves that this intended to be sold as high end homes, second homes, vacation homes, resort homes, and to add for some sort of effect that falls short, homes for young families. The General Plan calls out for strategies to make Huntsville a place that can be place where families can raise their kids. Last time I checked, I don't think very many small families can afford \$2 million homes. Now with this development you just made the Town a third larger with the kind of homes we are struggling with internally now.

Best Offer We Can Get

This is a hard one that I have been trying to wrap my head around. It was said by several that we won't get any better offer for a development of this property. The question I have is why do we need to have any offer for development of this land? Somehow there is some notion that we either have to annex land or that something bad will happen. I am not seeing it or buying it. I guess the first question to be asked is this something that the Town really wants? What is it about this development that brings value to the Town? I don't believe it is in revenue (discussed under a different heading). Does the Town need to be associated with this look? If it is viable with us, they can still do it within the county and you still have that look next to you. If we don't accept it then will it be developed as high density slum houses? It is currently zoned as AV-3 so it would still need to be larger lots.

I just need someone to explain better the benefits that we are getting or missing out in.

I believe a better offer includes ability to preserve open space. This area plays a large part in the view shed of Town. For example, what do you see when you drive east on 100 south or 200 south? You are able to see grazing land that many people have come to love and enjoy. This development would forever change that. How can we soften that impact?

I believe the biggest draw for them to come to the Town is for water. To be honest, I do not see them being able to create this development or any development of this size without being able to have access to our water. To drill 23 wells is really expensive or to build a treatment plant or system plan like Green Hills has is also expensive. I would hate to have us sell ourselves too short in realizing how much control that we have in this situation.

Questions for Sage Development

1. Has a wetland delineation analysis taken place?
2. Where are you in the process in acquiring a wetland 404 permit?
3. What requirements will the Army Corps of Engineers place on the development?
4. What percentage of your development will you set aside as protected open space?
5. What percentage of your development will you set aside for public park space?
6. How will you provide secondary water to this development?
7. If you are not able to obtain culinary water from Huntsville Town how will you provide culinary water to this development?
8. Have you had preliminary discussions with the Weber/Morgan Health Department in regards to onsite wastewater management? If so, what requirements will they place on you in regards to wastewater treatment?
9. Have you met with Weber County and the Utah Department of Transportation in regarding access permitting to 500 South and SR-39? If so, have you been required to conduct a TIS (traffic impact study) and what access requirements have they placed on the development?
10. Huntsville Town's roadways and building lots are based upon a grid system. How will this development maintain the integrity of that system?
11. Are you proposing a HOA for this development? How will this be funded? Who manages the HOA? How is revenue collected? How are services provided? Will the HOA be operating before the sale of any lots? Does the development have to be built out to provide adequate revenue to operate? How does the HOA function if there is a disruption in the revenue stream (i.e. vacant, unsold lots, delinquent payment, etc.) What is the anticipated yearly/monthly cost to members of the HOA? What restrictions will the HOA place on members? What are the services that the HOA will provide members? What control will the Town have in the operation and maintenance of the HOA (e.g. who has a say in when pot holes are filled, or when overlays are needed on roads)? What happens if the HOA fails (who takes over)?
12. Will the development provide a public trail system that actually goes through the development?
13. Huntsville's General Plan outlines the general guidelines for development within the Town, how will this development meet the intent of this General Plan?
14. Will you be requesting that the entire development be zoned R-1?
15. If they Town cannot provide culinary water or annex the development, what will your plans be with the development?

**HUNTSVILLE TOWN
ORDINANCE 2021-8-5**

ANNEXATION: CW LANDS, WEBER FIRE DISTRICT STATION NO. 65, PARCEL #240190007, PARCEL #240190027, PARCEL #240190009



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 from CW Lands on May 6th, 2021, 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 City’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 August 5, 2021, 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 City 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.

Summary of Comments on Annexation_Ordinance_Sage_Development_-_7-29-21.pdf

Page: 1

≡ Number: 1 Author: rexxharris Subject: Sticky Note Date: 8/3/2021 8:35:49 AM

There are more parcels than this that are included in the annexation.

≡ Number: 2 Author: rexxharris Subject: Sticky Note Date: 8/3/2021 8:11:03 AM

What is the disposition of all of the other owners that are included in this annexation including Weber County and UDOT

🔍 Author: rexxharris Subject: Sticky Note Date: 8/3/2021 8:40:51 AM


This petition should be posted so that this statement can be verified for accuracy

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.  ¹

Section 4. Zoning Designation.

The property subject to the annexation in Exhibit "A" is hereby designated as the A-3 Zone at set forth in the Town's municipal code, and subject to the terms set forth in the Annexation Agreement.  ³  ²

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.

(Remainder of this page left blank intentionally, and signature appear on the following page)

Page: 2

≡ Number: 1 Author: rexharris Subject: Sticky Note Date: 8/3/2021 8:14:19 AM

Annexation agreement is to become the site specific overlay zone

≡ Number: 2 Author: rexharris Subject: Sticky Note Date: 8/3/2021 8:16:44 AM

Property on the west of SR-39 adjoins R-1 zoning. What is the rationale for having it zoned A-3

≡ Number: 3 Author: rexharris Subject: Sticky Note Date: 8/3/2021 8:33:16 AM

Planned Residential Unit Developments (PRUDs) are not allowed in A-3 zone. There is not a clearly defined definition of the difference between a PRUD and a HOA. The intent of the ordinance should be clearly defined to determine if the ordinance is being met.

ADOPTED AND PASSED by the Town Council this 5th day of August, 2021.

Municipal Roll Call Vote:

| VOTES: | AYES | NAYS | EXCUSED | RECUSED |
|---------------------|------|------|---------|---------|
| | | | | |
| Mayor Truett | | | | |
| CM Max Ferre' | | | | |
| CM Wendy McKay | | | | |
| CM Richard Sorenson | | | | |
| | | | | |

JAMES TRUETT, Mayor

ATTEST:

BECKKI ENDICOTT, Town Clerk

RECORDED this ____ day of _____, 2021.

POSTED this ____ day of _____, 2021.

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, 7309 East 200 South 2) Huntsville Town Post Office 3) www.huntsvilletown.com 4) www.pmn.gov

Beckki Endicott, Town Clerk

DATE: _____

**ANNEXATION AGREEMENT FOR PROPERTY LOCATED AT HUNTSVILLE TOWN,
WEBER COUNTY, UTAH**



This Annexation Agreement ("Agreement") is made and entered into as of the date set forth on the signature page, by and between CW Land Co., LLC, a Utah limited liability company ("Developer") and Huntsville Town, a municipality and political subdivision of the State of Utah ("Town"). Developer and Town may be referred to herein individually as a "Party" or collectively, as the "Parties".

RECITALS

A. The Developer is the fee title owner of approximately 73 acres of land located East of Highway 39 from 100 South to 500 South, Parcel Nos. 24-019-0001, 24-019-0023, 24-019-0012, 24-019-0013, 21-026-0041, 24-019-0011, and 21-026-0040 (the "Property"). A Map identifying the Property is attached hereto as **Exhibit "A"** and incorporated by this reference;



B. The Developer duly filed an Annexation Petition ("Petition") to the Town for consideration by the Town Council, and the Town Council accepted said Petition which was subsequently certified by the Town Clerk;

C. The Petition is consistent with the Town's Annexation Policy Plan;

D. The Developer and Town desire to enter this Agreement to govern aspects of the annexation in order to benefit the health, safety, and welfare of the overall community and the area being annexed;

E. The area to be annexed and developed is set forth in the Concept Plan is attached hereto as **Exhibit "B"** and incorporated by this reference.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged the Developer and Town hereby agree as follows:

1. **Definitions**. In this Agreement, the following terms shall have the following meaning and except where context requires otherwise, the singular of a term includes the plural and vice versa. Other terms may be defined elsewhere in this Agreement.

1.1. "A-3 Zone" means Sections 15.10.1 through 15.10.7 of the Town Land Use Regulations.

1.2. "Concept Plan" means the concept plan for the Development attached hereto as **Exhibit "B."**

1.3. "Developer" means CW Land Co., LLC, a Utah limited liability company, with a principal mailing address of: 1222 West Legacy Crossing Boulevard, Suite 6, Centerville, Utah 84014.

1.4. "Development" means the Concept Plan and other plans for the Property to form a cohesive residential development in the overall community. The Development is commonly referred to as "The Sage" by Developer.

Summary of Comments on 2021.07.29_theSAGE_Annexation_Agreement.pdf

Page: 1

- ≡ Number: 1 Author: rexharris Subject: Sticky Note Date: 8/3/2021 8:57:43 AM
Should clarify that this annexation agreement becomes a Specific Development Overlay Zone upon execution. Title 15 only allows SDP zones within C-1 zoning and not A-3
- ≡ Number: 2 Author: rexharris Subject: Sticky Note Date: 8/3/2021 9:00:37 AM
How are all of the other parcels that are being annexed governed. There is nothing spelling out if they fall under the A-3 zoning requirements of this annexation agreement (SDP zone)

1.5. “Property” means those certain parcels of land consisting of approximately 73 cumulative acres identified as Parcel Nos. 24-019-0001, 24-019-0023, 24-019-0012, 24-019-0013, 21-026-0041, 24-019-0011, and 21-026-0040.

1.6. “Town” means Huntsville Town, a body corporate and politic of the State of Utah, with a principal office located at 7309 East 200 South, PO Box 267, Huntsville, Utah 84317.


1.7. “Town General Plan” means that certain *General Plan for Huntsville Town, Utah* dated December 17, 2020.

2. **Conditions Precedent**




2.1. **Town Council Approval Required.** This Agreement shall be approved in conjunction with the Town Council adopting an Ordinance approving the annexation of the Property, and any other properties that may be involved in the annexation.

2.2. **Restrictions of Use.** Developer and Town agree to restrict the uses of the Development as provided in this Agreement as applied by the land use and subdivision regulations adopted by the Town governing the Development, and to provide such additional amenities as are set forth in this Agreement, the municipal code, and submitted documents in connection with the complete land use applications.

3. **Preliminary Provision**

3.1. **Property Affected by this Agreement.** The legal description of the Property, to which this Agreement applies, is attached as **Exhibit “A.”** The annexation of other properties and parcels as part of any annexation Ordinance approving this Agreement does not limit or impact this Agreement whatsoever nor other parcels or properties annexed in conjunction with the Property.  1

3.2. **Amendment of this Agreement.** This Agreement may only be modified, amended, or terminated by the Parties by mutual written consent, which consent requires the approval of the Town Council.

3.3. **Development Rights.** Upon execution of this Agreement by the Parties, and unless otherwise provided for in this Agreement, the Developer shall be entitled to construct a maximum of twenty-one (21) residential dwelling units within the Development, of which, four (4) dwelling units may be situated on flag lots, as further set forth herein (the “**Maximum Lot Count**”). The Development of those four (4) units shall comply with all other code  in effect at the time of the land use applications are duly filed and complete, unless otherwise approved herein or in a subsequent subdivision development agreement pertaining to the Development.  2  3

4. **Town’s Undertakings**


4.1. **Initial Zoning and Platting.** Subject to the satisfaction of the conditions set forth in Article 2, Town shall make diligent good faith efforts to process the approvals for the Development in accordance with Utah law:

4.2. **Density.** The overall density for the Development shall not exceed twenty-one (21) residential dwelling units. However, Developer may be further limited from developing the maximum lots set forth in this Paragraph by wetlands, topography, or other limiting factors unrelated to this Agreement.

Page: 2

| | | | |
|--|-------------------|----------------------|---------------------------|
| Number: 1 | Author: rexharris | Subject: Sticky Note | Date: 8/3/2021 9:07:02 AM |
| Maybe not entirely true. It appears that the annexation of SR-39 and 500 South are required for this not to be an island annexation. Small point, but the legal document should be accurate. | | | |
| Number: 2 | Author: rexharris | Subject: Sticky Note | Date: 8/3/2021 9:08:36 AM |
| Terms of a SDP zone. Again, not allowed in A-3 and this agreement doe not spell out that it is changing that requirement in Title 15 | | | |
| Number: 3 | Author: rexharris | Subject: Sticky Note | Date: 8/3/2021 9:09:35 AM |
| Flag lots are a change from allowable in Title 15 | | | |
| Number: 4 | Author: rexharris | Subject: Sticky Note | Date: 8/3/2021 9:10:53 AM |
| So this says that all other codes apply. This would mean the code stating that SDP's are not allowed in A-3 zones | | | |


4.3. Lot Frontage; Front, Side, and Rear Setback. The minimum requirements for lot frontage and front, side, and rear setbacks shall be shown on the approved final plat for the Development consistent with the land use regulations, which final plat may depict up to but not to exceed four (4) flag lots within the Development. Any flag lots require separate approval from Fire Marshall of the Weber Fire District, which separate approvals shall occur concurrently with the final plat review by the Town.


4.4. Street Design. The following shall apply within the Development: (i) streets shall include twenty-six feet (26') of asphalt, without curb and gutter or sidewalk; and (ii) include drainage swales based upon approved low impact road standards with an overall right-of-way of sixty-six feet (66').  1


4.5. Special Considerations. The Development is to provide for the following special considerations:


4.5.1. A maximum of four (4) flag lots as preliminarily depicted on the Concept Plan attached hereto;

4.5.2. All lots within the Development shall be a minimum three (3) acres;


4.5.3. Approximately twenty-five percent (25%) of the Development is comprised of Wetlands subject to a Conservation Easement to be dedicated to the Development's homeowners association, Town and / or its designee;  2


4.5.4. The Developer agrees to preserve the maximum amount of wetland acreage possible as set forth in a wetland delineation to be completed and provided to the Town and as may otherwise be directed by the U.S. Army Corps of Engineers approval of this Development;  3


4.5.5. The Development is planned to impact the least amount of wetland acreage possible;  4

4.5.6. The Developer has received an Aquatic Resource Delineation Report;  5

4.5.7. The Developer has worked closely with the Town to obtain its approval of the wetlands mitigation and Concept Plan based on the unique characteristics of the Development; and

4.5.8. The Developer agrees to implement a mutually agreed upon Conservation Easement to preserve the maximum amount of wetland acreage and other open space that may be included.  6

4.6. Land Use Applications. The Developer agrees that it shall submit timely, complete applications with sufficient time that the Town can properly notice the hearings and meetings that are necessary with each application. The failure of the Town's good faith efforts to meet this schedule or to render approvals for these land use applications shall result in either party having the right to terminate this Agreement on written notice of such termination to the other party. Such written notice shall clearly be entitled a "Termination Notice." In the case of such termination, the Development shall remain in the Town (if it has been annexed). The termination of this Agreement shall be the Developer's sole remedy, in such an event.  7

4.7. Utility Services. The Town agrees that in areas where municipal services are not presently extended, such services will be extended on an as-needed basis by, and at the cost of the  8

Page: 3

-
- Number: 1 Author: rexxharris Subject: Sticky Note Date: 8/3/2021 9:14:35 AM
This is another change from Title 15. The current regulations would require 99' ROW. Also, what will be considered town ROW: only the proposed 66' ROW and not the flag lot accesses?
-
- Number: 2 Author: rexxharris Subject: Sticky Note Date: 8/3/2021 9:17:29 AM
There needs to be clarification on this. if 25% of the development is in Convservation Easement and out side of the buildable lots, this does not allow for 21 residential units.
-
- Number: 3 Author: rexxharris Subject: Sticky Note Date: 8/3/2021 9:20:33 AM
This language is not very strong. What does "maximum amount of wetland acreage as possible" mean? Also, we do we not know what the USACOE is requiring. Once we enter into an agreement with as poorly this is written, the Town may be in a difficult position to enforce any of this.
-
- Number: 4 Author: rexxharris Subject: Sticky Note Date: 8/3/2021 9:21:13 AM
This appears not to be true as they have already disturbed wetlands.
-
- Number: 5 Author: rexxharris Subject: Sticky Note Date: 8/3/2021 9:23:51 AM
What does this mean? If it is to imply that they know what is being regulated it is an disengenous statement as only the USACOE has the authority to designate jurisdictional wetlands
-
- Number: 6 Author: rexxharris Subject: Sticky Note Date: 8/3/2021 9:24:54 AM
What does this mean "mutually agreed upon"? This sounds more like language for a MOU instead of a binding agreement
-
- Number: 7 Author: rexxharris Subject: Sticky Note Date: 8/3/2021 9:26:30 AM
Without this being defined clearly means that the developer has the right to hold the town hostage to their demands if for some reason they feel like things are moving along at their desired pace.
-
- Number: 8 Author: rexxharris Subject: Sticky Note Date: 8/3/2021 9:29:04 AM
Sounds like this sets the town up for poor engineering. I can only imagine how many dead end waterlines we will have. The entire system should be built at the time of development agreement just like it requires in the CODE. Hence here is another deviation from the ordinances.

1
Developer. All such extensions shall comply with the municipal code. Additionally, upon annexation and payment of all applicable fees and costs, the Development shall receive the following services from the Town: (i) culinary water; (ii) police protection; (iii) planning and zoning, including enforcement; (iv) curb side garbage collection; and (v) other services provided by the Town. Upon annexation the Developer shall pay to the Town the amount of \$20,000 per lot up to the Maximum Lot Count, for the connection to the Town's culinary water service. In the event the lot count in the approved final subdivision plat is less than the Maximum Lot Count, the Town shall refund the Developer, within five (5) business days of final subdivision plat approval, for any lot under the Maximum Lot Count and not included in the final subdivision plat. The Parties expressly acknowledge and agree that in no event shall Developer be obligated to pay more than \$20,000 per lot to connect to the Town's culinary water service and the Town shall not withhold reviewing and issuing building permits or providing culinary water service if the foregoing connection fee is ever increased.

5. **Developer's Undertakings.** Conditioned upon the Town's performance of its undertakings set forth in Article 4, and provided Developer has not terminated this Agreement pursuant to Section 7.1, Developer agrees to the following:

5.1. **General Plan and General Plan Map Amendment.** Apply for and support the change in designation on the Town General Plan Map for the Development to be designated as the A-3 Zone, along with general plan amendments supporting such zone. 4

5.2. **Initial Zoning** The Development is annexed and designated as A-3 Zone.

5.3. **Declaration of Covenants, Conditions, and Restrictions.** Developer shall, prior to recordation of the final approved plat, form a homeowners' association and incorporate one set of residential suitable codes, covenants and restrictions, and reservation of easements for the Development (the "**Declaration**"). The Declaration shall include, among other provisions, maintenance responsibilities for the right-of-way (discussed below) and common area amenities. 5

5.4. **Right-of-Way.** The sixty-six foot (66') right-of-way located with the development, and graphically depicted on the Concept Plan, shall be constructed and comply with all Town standards and specifications. Additionally, the Development's homeowners' association shall be responsible for the maintenance, repair, and general upkeep of the right-of-way including, without limitation, snow removal and gates at the ingress / egress points of the right-of-way (collectively, the "**Gates**"). The Parties acknowledge that Developer shall have the right to install and maintain the Gates; provided, however, Developer shall cause the sidewalk / trail to remain open and accessible to the general public for pedestrian access and connectivity through the Development. In the event the homeowners' association fails to maintain the right-of-way to Town standards, the Town may provide written notice of such failure and a reasonable cure period to remedy the identified deficiencies. If the homeowners' association has failed to remedy the identified deficiencies to Town standards, then, upon expiration of the applicable cure period, the Town may create a special service district (as defined in Utah Code Ann. §17D-1-102(11)) to fund maintenance of the right-of-way. 6

5.5. **Secondary Water.** As a condition to annexation, Developer will ensure that the Development is accompanied by sufficient water rights and water sources, which rights and sources may be addressed in the subdivision development agreement. 10

5.6. **Financial Guarantees.** As a condition to annexation, and when applicable, Developer agrees to furnish and file with the Town a escrow agreement for the Development in the amount equal to the Town Engineer's Cost Estimate. 11

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| | | | |
|---|-------------------|----------------------|---------------------------|
| Number: 1 | Author: rexharris | Subject: Sticky Note | Date: 8/3/2021 9:29:46 AM |
| They say this but they just stated above that they won't. Confusing language | | | |
| Number: 2 | Author: rexharris | Subject: Sticky Note | Date: 8/3/2021 9:32:45 AM |
| If this is simply for connect then where do we receive impact fees. Impact fees must be assessed if the town is going to ignore the requirement for them to bring their own water to the development (this is another deviation from ordinance). The impact fees should be set aside in an account to be used to development future water sources that are being lost to these connections. | | | |
| Number: 3 | Author: rexharris | Subject: Sticky Note | Date: 8/3/2021 9:34:09 AM |
| This should never be construed that they can get a fund if they don't sell lots, because this is not what this is saying. This is saying if engineering does not allow for 21 units. | | | |
| Number: 4 | Author: rexharris | Subject: Sticky Note | Date: 8/3/2021 9:38:43 AM |
| I don't believe this will ever happen, which is a good thing because (meaning the general plan amendments) it is saying that they know that they are changing the general plan and they expect the town to change it to accommodate them. I believe the Town should not change the GP based on this agreement but for reasons that are needed to meet the general character of the town as a whole. | | | |
| Number: 5 | Author: rexharris | Subject: Sticky Note | Date: 8/3/2021 9:41:11 AM |
| This leaves a very large amount of latitude for the HOA. The HOA needs to be more clearly defined to roles and responsibilities and how the town interacts with it. Unfortunately the Town is silent on HOA but states that PRUD's are not allowed, of which a HOA is a type of PRUD. | | | |
| Number: 6 | Author: rexharris | Subject: Sticky Note | Date: 8/3/2021 9:41:42 AM |
| Town standards requires a 99' ROW | | | |
| Number: 7 | Author: rexharris | Subject: Sticky Note | Date: 8/3/2021 9:42:36 AM |
| Gates on a Public ROW may not be legal. We should think more deeply about the ramifications of this. | | | |
| Number: 8 | Author: rexharris | Subject: Sticky Note | Date: 8/3/2021 9:44:35 AM |
| Confusing. Earlier they said that there will not be any sidewalk and there is no showing of a trail in the concept plan. This means that if it is not there now it probably what be there in the future. At least we won't have control or say in any negotiations as to how this will work or function. | | | |
| Number: 9 | Author: rexharris | Subject: Sticky Note | Date: 8/3/2021 9:46:20 AM |
| This is really a disaster waiting to happen to the Town. This will never end well. I am not convince that the town will not be solely responsible for the take over of the HOA. | | | |
| Number: 10 | Author: rexharris | Subject: Sticky Note | Date: 8/3/2021 9:49:14 AM |
| Major short coming in the language. This says nothing about the requirement for each home to be hooked up to a functioning system which will keep the home owner from using culinary water for secondary purposes. They should prove that they can engineer, provide, and build a functioning system before this subdivision can be approved. | | | |
| Number: 11 | Author: rexharris | Subject: Sticky Note | Date: 8/3/2021 9:50:20 AM |
| When they say development, what does this all include? | | | |

5.7. Proposed Concept Plan. The Development shall be substantially similar to the proposed Concept Plan. It is recognized that minor adjustments to the Concept Plan may be necessary during subdivision approval, accommodating changes in infrastructure, engineering, or adjustments to enhance utility and connectivity. Approval of this Agreement shall not be interpreted to entitle Developer to a specific approval by the Town of a layout for purposes of the subdivision approval and other code requirements governing the Development.

5.8. Compliance with Law. The Parties agree to be bound by all Town and State rules, regulations, and codes.

5.9. No Pre-Approval. The enumerations in this Agreement are not to be construed as approvals thereof except as specifically provided herein, as any required land use approval process must be pursued independent hereof.

5.10. Conflicts. Any conflict between the provisions of this Agreement and the Town code shall be resolved in favor of this Agreement.

6. General Requirements and Rights of the Town

6.1. Issuance of Permits. Developer, or its assignee, shall have the sole responsibility for obtaining all necessary building permits in connection with Developer's undertakings and shall make application for such permits directly to the Town and agencies having authority to issue such permits in connection with the performance of Developer's undertakings. Town shall not unreasonably withhold or delay the issuance of its permits. Developer understands and acknowledges that other permits, including but not limited to septic tank permits, and other code requirements require approval of a governmental agency separate and apart from the Town; provided, however, Sunrise Engineering, the Town's contracted third-party engineering firm, shall review all building permits concurrently with such separate reviews and approvals to avoid delays to Developer.

6.2. Completion. The Developer shall, in good faith, reasonably pursue completion of the Development. Each portion of the Development must independently meet the requirements of this Agreement and the municipal code, such that it will stand alone if no further work takes place within the Development.

6.3. Access to the Development. For purposes of assuring compliance with this Agreement, so long as they comply with all safety rules of Developer and its contractor, representatives of the Town shall have the right of access to the Development without charges or fees during the period of performance of Developer's undertakings. Town shall indemnify, defend, and hold Developer harmless from and against all liability, loss, damage, costs, or expenses (including attorneys' fees and court costs) arising from or as a result of the death of a person or any accident, injury, loss, or damage caused to any person, property, or improvements on the Development arising from the negligence or omissions of the Town, or its agents or employees, in connection with Town's exercises of its right granted in this Section 6.3.

7. Remedies

7.1. Remedies for Breach. Unless otherwise provided in this Agreement, in the event of any default or breach of this Agreement or any of its terms or conditions, the defaulting Party or any permitted successor to such Party shall, upon written notice from the other, proceed immediately to cure or remedy such default or breach, and in any event cure or remedy the breach within thirty (30) days after receipt of such notice. In the event that such default or breach cannot reasonably be cured within said

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- ⇒ Number: 1 Author: rexxharris Subject: Sticky Note Date: 8/3/2021 9:51:52 AM
This is poor language. Any changes to the proposed concept plan should be approved by the town. This is another change to ordinance. The town requires this for all other developments
-
- ⇒ Number: 2 Author: rexxharris Subject: Sticky Note Date: 8/3/2021 9:53:55 AM
with this statement, it means that if that specifically address in this agreement, the town ordinances apply. This would mean with other things that they cannot have a SDP for an A-3 zone.
-
- ⇒ Number: 3 Author: rexxharris Subject: Sticky Note Date: 8/3/2021 1:54:13 PM
This could be in conflict with earlier statement that build as you go. This certainly does not allow for such things as looping of water systems. This statement here is good as long as the town holds the developer to it.
-
- ⇒ Number: 4 Author: rexxharris Subject: Sticky Note Date: 8/3/2021 1:55:05 PM
What about the developer idemnifying the Town?
-

timeframe, the Party receiving such notice shall, within such timeframe, take reasonable steps to commence the cure or remedy of such default or breach, and shall continue diligently thereafter to cure or remedy such default or breach in a timely manner. In case such action is not taken or diligently pursued, the aggrieved Party may institute such proceedings as may be necessary or desirable in its option to:

7.1.1. Cure or remedy such default or breach, such as proceedings for injunctive relieve, to compel specific performance by the defaulting Party, or declare a material breach by the Party; provided, however, such relief shall exclude the aware or recovery of any damages by either Party.

7.2. Attorneys' Fees. Each Party agrees that should it default in any of the covenants or agreements contained herein, the defaulting Party shall pay all costs and expenses, including reasonable attorneys' fees which may arise or accrue from enforcing this Agreement, or in pursuing any remedy provided hereunder or by the statutes or other laws of the State of Utah, whether such remedy is pursued by filing a lawsuit or otherwise, and whether such costs and expenses are incurred with or without suit or before or after judgment.

8. General Provisions

8.1. Reserved Legislative Powers. The Developer acknowledges that the Town is restricted in its authority to limit its police powers by contract and the limitations, reservations, and exceptions set forth herein are intended to reserve to the Town all of its police power that cannot be so limited. Notwithstanding the retained power of the Town to enact such legislation under the police powers, such legislation shall only be applied to modify the vested rights of the Developer under the terms of this Agreement based upon policies, facts, and circumstances meeting the compelling, countervailing public interest exception to the vested rights doctrine in the State of Utah as set forth in Utah Code Ann. §10-9a-509. Any proposed change affecting the vested rights of the Development shall be of general application to all development activity within the Town; and unless in good faith the Town declares an emergency, the Developer shall be entitled to prior written notice and an opportunity to be heard with respect to any such proposed change and its applicability to the Development under the compelling, countervailing public interest exception to the vested rights doctrine.

8.2. No Joint Venture, Partnership, Third-Party Rights, or Agency. This Agreement does not create any joint venture, partnership, undertaking, or business arrangement between the Parties and does not create any rights or benefits to third-parties. No agent, employee or servant of the Developer or the Town is or shall be deemed to be an employee, agent, or servant of the other Party. None of the benefits provided by any Party or by the Developer to its employees, including but not limited to worker's compensation insurance, health insurance, and unemployment insurance are available to the employees, agents, contractors, or servants of the other Party. The Parties shall each be solely and entirely responsible for their respective acts and for the acts of their respective employees, agents, contractors, and servants throughout the term of this Agreement.

8.3. Agreement to Run with the Land. This Agreement shall be recorded against the Development and shall be deemed to run with the land and shall be binding on all successors and assigns of the Developer in the ownership and development of any portion of the Development.

8.4. Term. This Agreement shall expire upon the earliest of the following:

8.4.1. Recordation of the final plat of the Development;

8.4.2. Expiration of the preliminary plan due to lack of work or subsequent action, as may be provided in the Town code; or

8.4.3. Upon written agreement of the Parties.

8.5. Assignment. Neither this Agreement nor any of the provisions hereof can be assigned to any other party, individual, or entity without assigning the rights as well as the responsibilities under this Agreement and without the prior written consent of the Town, which review is intended to assure the financial capability of any assignee. Such consent shall not be unreasonably withheld.

8.6. Integration. This Agreement contains the entire understanding with respect to the subject matter hereof and integrates all prior conversations, discussions, or understandings of whatever kind or nature.

8.7. Severability. If any part or provision of this 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.

8.8. 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 whom intended, or if mailed, be by certified mail, return receipt requested, postage prepaid, to such Party at its address shown below. Any Party may change its address or notice by giving written notice to the other Party in accordance with the provisions of this Section.

| | |
|---------------|--|
| To Developer: | CW Land Co., LLC Attn: The Sage Development Team 1222 W. Legacy Crossing Blvd., STE 6 Centerville, UT 84014 |
|---------------|--|

| | |
|----------|---|
| To Town: | Huntsville Town Attn: Town Clerk 7309 E. 200 S. Huntsville, UT 84317 |
|----------|---|

8.9. Amendment. The Parties or their successors in interest may, by written agreement, choose to amend this Agreement at any time. The amendment of this Agreement shall require the prior approval of the Town Council.

8.10. General Terms and Conditions.

8.10.1. Non-liability of Town Officials or Employees. No officer, representative, agent, or employee of the Town shall be personally liable to the Developer or any successor in interest or assignee of the Developer, in the event of any default or breach by the Town or for any amount which may become due, the Developer, or its successors or assignee, for any obligation arising out of the terms of this Agreement.

8.10.2. Referendum or Challenge. Both Parties understand that any legislative action by the Town Council is subject to referendum or challenge by individuals or groups of citizens, including approve of development agreements. The Developer agrees that the Town shall not be found to be in breach of this Agreement if a referendum or challenge is successful, so long as the referendum or challenge relates to the Town Council's approval of this Agreement. In the case of a successful referendum, this Agreement shall be void at inception.

8.10.3. Ethical Standards. The Developer represents that it has not: (i) 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; (ii) 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; (iii) breached any of the ethical standards set forth in Utah Code Ann. § 10-3-1301 et seq. and 67-16-3 et seq.; or (iv) 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 the State of Utah or Town code.

8.10.4. No Officer or Employee Interest. It is understood and 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 Developer, 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 Developer's operations, or authorizes funding or payments to the Developer. This Section 8.10.4 does not apply to elected officials.

8.10.5. Governing Law and 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 District Court of the State of Utah, Farmington Division.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this Agreement by and through their respective duly authorized representatives as of the ____ day of _____, 2021 (the “Effective Date”).

DEVELOPER

CW LAND CO., LLC,
a Utah limited liability company

By:_____

Name:_____ Colin H. Wright

Title:_____ Manager

STATE OF UTAH)

§

COUNTY OF DAVIS)

On this ____ day of _____, 2021, personally appeared before me Colin H. Wright, the Manager of CW LAND CO., LLC, a Utah limited liability company, whose identity is personally known to me, or proven on the basis of satisfactory evidence, to be the person who executed the Annexation Agreement on behalf of said company and who duly acknowledged to me that he / she executed the same for the purposes therein stated.

(Notary Public)

(Seal)

TOWN

HUNTSVILLE TOWN

By: _____

Name: Jim Truett

Title: Mayor

Attest:

Approved as to Form:

By: _____

Name: Beckki Endicott

Title: Town Recorder

By: _____

Name: Bill Morris

Title: Town Attorney

STATE OF UTAH)

§

COUNTY OF WEBER)

On this ____ day of _____, 2021, personally appeared before me Jim Truett, the Mayor and authorized signer of Huntsville Town, whose identity is personally known to me, or proven on the basis of satisfactory evidence, to be the person who executed the Annexation Agreement on behalf of Huntsville Town, and who duly acknowledged to me that he / she executed the same for the purposes therein stated.

(Notary Public)

(Seal)

Exhibit A
(The Property)

PARCEL 1:

Part of the Northeast quarter of Section 18, Township 6 North, Range 2 East, Salt Lake Meridian, U.S. Survey: Beginning at the Southeast corner of said quarter section and running thence North 44 rods; thence West 6 rods 6 feet; thence in a Southwesterly direction to a point 7 rods 3 feet West of the place of beginning; thence East 7 rods 3 feet to the place of beginning, being part of Lot 6, Block 2, Plat B, Huntsville Survey, Weber County, Utah.

ALSO:

Part of the Southeast quarter of Section 18, Township 6 North, Range 2 East Salt Lake Meridian, U.S. Survey: Beginning at the Northeast corner of said quarter section and running thence West 7 rods 3 feet; thence South 3 rods 15.5 feet; thence East 7 rods 3 feet; thence North 3 rods 15.5 feet to the place of beginning; being part of Lot 6, Block 2, Huntsville Survey, Weber County, Utah.

PARCEL 2:

All of Lot 1, Block 2, Plat B, Huntsville Survey, Weber County, Utah.

LESS AND EXCEPTING that portion to State of Utah for highway known as Project No. 0568 in Final Order of Condemnation recorded January 23, 1959 as Entry No. 307834 in Book 603 at Page 128 and described as follows:

Beginning at the Southwest corner of said Lot 1; thence Easterly 70 feet, more or less, along the South boundary line of said Lot 1 to a point 60.0 feet perpendicularly distant Easterly from the center line of survey of said project; thence North 01°18'28" West, 146 feet, more or less, to a point 60.0 feet North 87°53'32" East, from Engineer's Station 118+00; thence North 02°54'28" West, 1042 feet, more or less, to the North boundary line of said Lot 1; thence Westerly 6 feet, more or less, along said North boundary line to the Northwest corner of said Lot 1; thence Southerly 18.06 chains along the West boundary line of said Lot 1 to the point of beginning.

ALSO LESS AND EXCEPTING that portion deeded to the Utah Department of Transportation by Warranty Deed recorded February 12, 2003 as Entry No. 1912788 in Book 2317 at Page 2683 and described as follows: A parcel of land in fee for the spot improvements of an existing highway, State Route 39, known as Project No. 0039, being part of an entire tract of property, situate in Lot 1, Block 2, Plat B, Huntsville Survey, a subdivision in the East half of Section 18, Township 6 North, Range 2 East, Salt Lake Base and Meridian. The boundaries of said parcel of land are described as follows:

Beginning at the intersection of the existing Easterly right-of-way line of said SR-39 (7800 East Street) and the North line of said Lot 1, which line is also the existing Southerly right-of-way line of SR-39 (100 South Street), said point of intersection being 56.77 feet radially distant Easterly from the center line of said project at Engineer Station 14+85.94, said point also being approximately 6 feet South 88°59'29" East along said North line of Lot 1 from the Northwest corner of said Lot 1 and running thence South 88°59'29" East 31.04 feet along said North line to a point 87.75 feet radially distant Easterly from said center line at Engineer Station 14+84.10; thence South 39°48'05" West 45.70 feet to said existing Easterly right-of-way line of SR-39 at a point 57.04 feet radially distant Easterly from said center line at Engineer Station 14+50.14; thence North 02°51'21" West 35.70 feet, more or less, along said existing Easterly right-of-way line to the point of beginning as shown on the official map of said project on file in the office of the Utah Department of Transportation.

PARCEL 3:

Part of Lot 6, Block 2, Plat B, Huntsville Survey, Weber County, Utah: Beginning 105 feet West of the Northeast corner of Lot 6; thence South 791 feet; thence West to East line of perpetual State Road right of way; thence Northerly along East boundary of perpetual State Road right of way to intersection of North line of Lot 6; thence East to point of beginning.

PARCEL 4:

Part of the West half of the Northwest quarter of Section 17, Township 6 North, Range 2 East, Salt Lake Meridian, U.S. Survey: Beginning 10.7 chains South from the Northwest corner of said Section 17 and running thence South 88°45' East 8.69 chains; thence South 01°54' East 10.31 chains; thence South 00°16' West 8.01 chains; thence North 89°55' West 8.54 chains; thence North 18.42 chains to the beginning.

PARCEL 5:

Part of Lot 7, Block 2, Plat B, Huntsville Survey, Weber County, Utah: Beginning at a point 162 feet North of the Southeast corner of said Lot 7; thence North to the Northeast corner of said lot; thence West to the Northwest corner of said lot; thence South to the Southwest corner of said lot; thence East along the South line of said Lot 7 to a point 222 feet West and 162 feet South of the place of beginning; thence North 162 feet; thence East 222 feet to the place of beginning.

LESS AND EXCEPTING that portion to State of Utah for highway known as Project No. 0568 in Final Order of Condemnation recorded January 23, 1959 as Entry No. 307834 in Book 603 at Page 128 and described as follows:

Being part of an entire tract of property in Lot 7, Block 2, Plat B, Huntsville Survey, in Section 18, Township 6 North, Range 2 East, Salt Lake Meridian. Said part of an entire tract of property is a parcel of land bounded on the Westerly side by the West boundary line of said Lot 7 from the Southwest corner of said Lot 7 to a point 60.0 feet perpendicularly distant Westerly from the center line of survey of said project; thence by a line parallel to said center line, to the North boundary line of said Lot 7. Said parcel of land is bounded on the Easterly side by a line parallel to and 60.0 feet perpendicularly distant Easterly from said center line of survey. Said center line is described as follows:

Beginning at the intersection of the South boundary line of said Lot 7 and said center line of survey at Engineer's Station 103+24, which point is approximately 38 feet East along said South boundary line from the Southwest corner of said Lot 7; thence North 01°18'28" West, 533 feet, more or less, to the intersection of said center line of survey at Engineer's Station 108+57 and the North boundary line of said Lot 7, which point is approximately 70 feet Easterly along said North boundary line from the Northwest corner of said Lot 7.

ALSO LESS AND EXCEPTING that part of Lot 7, Block 2, Plat B, Huntsville Survey, Weber County, Utah, lying West of the existing Utah State Highway right of way.

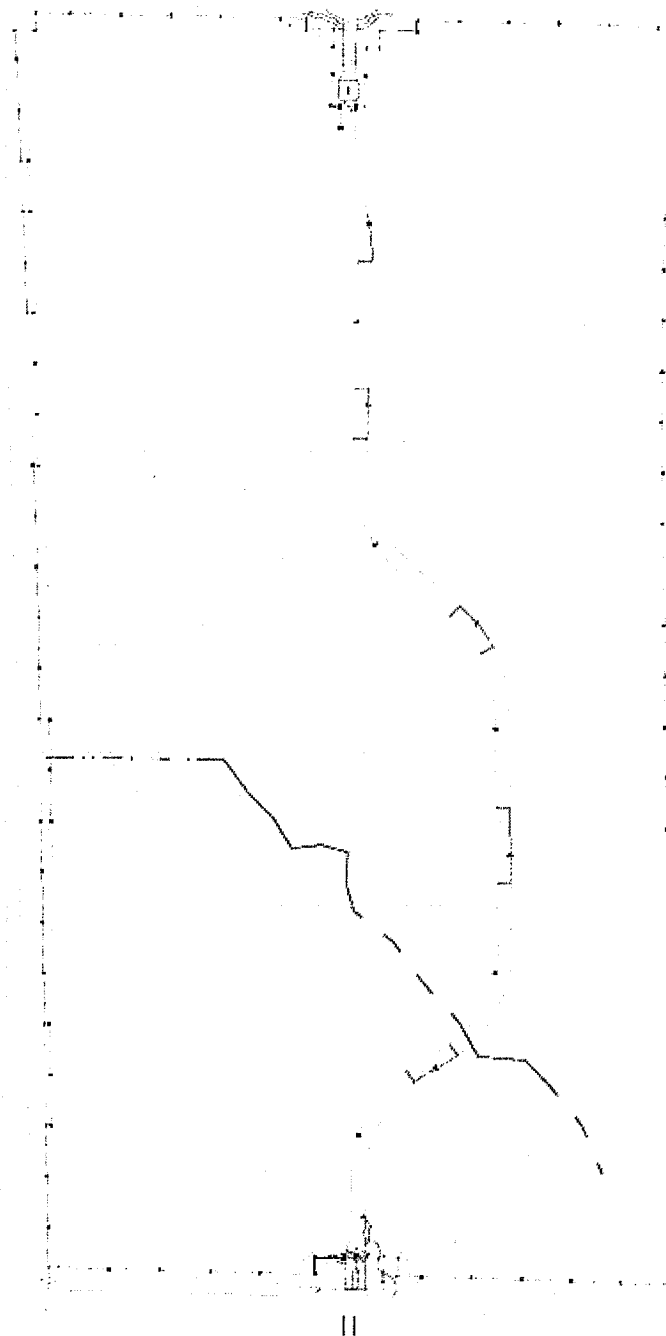
PARCEL 6:

Part of Lot 7, Block 2, Plat B, Huntsville Survey, Weber County, Utah; Beginning at the Southeast corner of said Lot 7 and running thence North 162 feet; thence North 88°15' West 222 feet; thence South 162 feet; thence South 88°15' East 222 feet to the place of beginning.

PARCEL 7:

Part of the Northwest quarter and part of the Southwest quarter of Section 17, Township 6 North, Range 2 East, Salt Lake Meridian, U.S. Survey: Beginning at the Southwest corner of said Northwest quarter of Section 17 and running thence North 00°05' East 11 chains on the West line of said Section 17; thence North 89°55' East 8.54 chains; thence South 01°15' East 20.54 chains to the center of the street; thence North 88°54' West 8.90 chains in the center of the street; thence North 9.41 chains to the place of beginning.

Exhibit B
(Concept Plan)



C.W.
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CO.

Thursday, August 5, 2021

Huntsville Town
Attn: Beckki Endicott
7309 E. 200 S.
Huntsville, UT 84317
bendicott@huntsvilletown.com

Sent via email only

Re: Response to Comments on the Sage Development by Mr. Rex Harris ("Mr. Harris")

To Whom It May Concern:

I am in receipt of those certain comments provided to Ms. Beckki Endicott by Mr. Harris with respect to the Sage Development (the "Development"). We have reviewed Mr. Harris' comments and our formal responses to the following documents: (i) Questions for Sage Development; (ii) Annexation Agreement for Property Located at Huntsville Town, Weber County, Utah; (iii) Huntsville Town Ordinance 2021-8-5; and (iv) Discussion on Sage Development (12/12/2020).

Questions for Sage Development

1. Our Wetland consultant, Martin & Nicholson, has submitted the completed wetland delineation to the U.S. Army Corps of Engineers.
2. The Stream Alteration Permit is currently being reviewed by Utah's Division of Water Rights.
3. We refer Mr. Harris to answer number 1 above. The U.S. Army Corps of Engineers has our completed wetland delineation and has not provide any guidance, yet.
4. We refer Mr. Harris to the site plan included in the Annexation Agreement.
5. The Sage Development does not include public parks and that has not been brought up in our discussions with Huntsville Town.
6. Pressurized irrigation from Huntsville Irrigation District. The secondary lines are stubbed to the Sage Development. We have sufficient water shares.

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7. This is discussed in the Annexation Agreement. We refer Mr. Harris to the same.
8. Weber and Morgan Health Department has completed its soils evaluation and percolation test. Our civil engineer is currently preparing a design for the Sage Development.
9. Our pre-application meeting took place earlier this year. Based on the trip generation manuals, the Sage Development is expected to generate less than twenty-three (23) peak hour trips that will be split between the two accesses. Due to the low volume of trips, the Utah Department of Transportation did not require a TIS.
10. Our options for street patterns are limited by limited access streets and wetlands. No direct access is allowed onto 7800 East. Only one access is allowed onto 100 South. Access onto 500 South needs to align with the existing street intersection, which we will do. The intersection onto 500 South is in compliance with Huntsville Town's existing block widths.
11. Yes, the project will be subject to a homeowners' association. Similarly, to other homeowners' associations, this will be funded through regular and, as applicable, special assessments. Mr. Harris' remaining questions with respect to the homeowners' association cannot be answered as a majority of them will require approval of the subdivision plat.
12. The Sage Development will create a trail along 500 South that connects to the future planned trail on SR-39. There will be pedestrian access, without gates, at both access points allowing the residents of Huntsville Town to freely enter into the Sage Development.
13. Huntsville Town's General Plan states that there is a potential that areas East of Huntsville Town will develop as a combination of C-1, R-1, and A-3. The Sage Development's lot sizes will comply with Huntsville Town's General Plan and its goal of open space and wetland preservation.
14. No, the Annexation Agreement clearly states the Sage Development will be zoned A-3.
15. If the Sage Development is not annexed into Huntsville Town we will address our new plans at that time. The question posed about culinary water is redundant and addressed above.

Annexation Agreement for Property Located at Huntsville Town, Weber County, Utah (the "Annexation Agreement")

1. **Preamble.** I will defer to Huntsville Town's attorney on this comment. The conversion to a specific development overlay zone has not been brought up before. We intend to annex under the existing A-3 Zone.

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2. Recital A. All annexed real property subject to the Annexation Agreement is identified in Recital A. As stated in Section 3.1 of the Annexation Agreement, the Annexation Agreement is not limited or impacted by other real property being annexed concurrently with the Property (as defined in the Annexation Agreement).
3. Section 3.1. We have had multiple discussions about the annexation of the Sage Development. At no point in those discussions did Huntsville Town bring up any concerns about an "island annexation" as claimed by Mr. Harris.
4. Section 3.3. We have had multiple discussions about our site layout and density with Huntsville Town. Upon approval and execution of the Annexation Agreement, the Sage Development will be vested with the entitlements and approvals contained therein. Mr. Harris' references to a "SDP zone" are irrelevant as we are not seeking annexation into said zone.
5. Section 3.3. We have had multiple discussions about our site layout and the four (4) flag lots established thereon with Huntsville Town. Upon approval and execution of the Annexation Agreement, the Sage Development will be vested with the entitlements and approvals contained therein.
6. Section 3.3. Mr. Harris misinterprets the language contained herein. Upon approval and execution of the Annexation Agreement the four (4) flag lots will be authorized but will be subject to Huntsville Town's other applicable codes to protect the health, safety, and welfare of its residents.
7. Section 4.4. We have had multiple discussions about the 66' right-of-way in the Sage Development with Huntsville Town. Upon approval and execution of the Annexation Agreement, the Sage Development will be vested with the entitlements and approvals contained therein. Additionally, Mr. Harris appears to now recognize that the flag lots will be part of the Sage Development; provided, however, no portion of a residential lot will be a public right-of-way.
8. Section 4.5.3. I respectfully point Mr. Harris to Exhibit B of the Annexation Agreement to review the site plan showing twenty-one (21) lots and the wetlands areas.
9. Section 4.5.4. We believe the phrase "maximum amount of wetland acreage possible" is unambiguous on its face. In conjunction with our twenty-one (21) lots, we will disturb the least amount of wetlands possible to realize our desired use.
10. Section 4.5.5. Again, it is our goal to disturb the least amount of wetlands possible to realize our desired use. Mr. Harris' comment is not applicable as construction drawings for the Sage Development have neither been drafted nor approved, therefore any activity that previously occurred on the property was not part of our planning for the Sage Development.

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11. Section 4.5.6. We do not disagree that the U.S. Army Corps of Engineers makes the final delineation with respect to wetlands; however, the Aquatic Resource Delineation Report assists us with our initial planning of the Sage Development so that we impact the least amount of wetlands possible. Additionally, neither we nor Mr. Harris are in any position and have no authority to speak on behalf of the U.S. Army Corps of Engineers as to whether or not an aquatic resource delineation report is reviewed as part of its final delineation of jurisdictional wetlands.

12. Section 4.5.8. We believe the phrase “mutually agreed upon” is unambiguous on its face and means that those who are ultimately a party to the conservation easement will agree upon the form of easement prior to executing and recording the same. As of the date of this letter, the conservation easement has not been drafted to a point where the applicable parties can mutually agree it is in final form.

13. Section 4.6. Mr. Harris misinterprets this section of the Annexation Agreement as being one-sided. Either party has the right to terminate the Annexation Agreement if Huntsville Town’s good faith efforts are not timely with respect to our applications. Further, if this section is one-sided, it is more favorable to Huntsville Town as our only remedy is to terminate the Annexation Agreement.

14. Section 4.7. We are not in the position to comment on Huntsville Town’s future infrastructure planning and improvement. If Huntsville Town desires to fully improve an entire system in conjunction with the Sage Development that is solely Huntsville Town’s decision to make. With respect to Mr. Harris’ comment that this section will lead to “poor engineering”, our construction drawings will be reviewed and ultimately approved by Huntsville Town’s third-party engineer, Sunrise Engineering. If Mr. Harris has an issue with Sunrise Engineering that should be handled separately from our Annexation Agreement.

15. Section 4.7. We disagree that this language is confusing. In the event any utilities are extended pursuant to this section of the Annexation Agreement, the same will comply with municipal code for the health, safety, and welfare of Huntsville Town and its residents.

16. Section 4.7. We believe this section is clear that it only applies to connection fees as there is no mention made to impact fees.

17. Section 4.7. The intent of this section is that we are paying \$20,000 for our twenty-one (21) planned lots upon annexation; however, if we do not get approval for all twenty-one (21) lots then Huntsville Town will refund the connection fee for each approved lot under twenty-one (21). For the avoidance of doubt, if the final subdivision plat approval only contains 19 lots, Huntsville Town will reimburse us \$40,000 (i.e., 2 less lots at \$20,000 each).

C.W.
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18. Section 5.1. The intent of this section is that if the Sage Development is annexed into the A-3 Zone, then Huntsville Town's general plan should be updated to reflect that change for consistency and to avoid any disputes from future developers.

19. Section 5.3. The homeowner's association ("HOA") and its associated declaration of covenants, conditions, and restrictions and reservation of easements ("Declaration") is a private agreement between the homeowners in a specific development and the HOA itself. As we do in nearly every other city or town in which we develop, we will submit a draft declaration of covenants, conditions, and restrictions and reservation of easements for Huntsville Town's comment, but until we are further down the entitlement path the Declaration cannot be more specific. Additionally, we disagree with Mr. Harris' claim that an "HOA is a type of PRUD." Utah Code Annotated Section 57-8a-102(2) clearly states that an "'association' means a corporation or other legal entity[.]"

20. Section 5.4. We have had multiple discussions about our site layout and the 66' right-of-way with Huntsville Town. Upon approval and execution of the Annexation Agreement, the Sage Development will be vested with the entitlements and approvals contained therein, including the 66' right-of-way.

21. Section 5.4. Any gates installed on the Sage Development's 66' right-of-way are intended to protect the health, safety, and welfare of the Sage Development's residents. The 66' right-of-way could be easily used as a shortcut in and around Huntsville Town on busier weekends thereby putting these owners' health, safety, and welfare at risk.

22. Section 5.4. We have stated multiple times that we will allow the Sage Development to be open to the public. Mr. Harris' comment that Huntsville Town "won't have control or say in any negotiations as to how this will work or function" is entirely false. The sidewalk and trail will be incorporated into our final subdivision plat and our construction drawings, which are both reviewed by multiple departments within Huntsville Town.

23. Section 5.4. Mr. Harris' claim that "[t]his really is a disaster waiting to happen to the Town[.]" and that he is "not convince[d] that the town will not be solely responsible for the take over of the HOA" is unfounded, subjective, and irrelevant. There are numerous HOA's throughout Utah that maintain the standards agreed upon with the city or town in which the development is located. Mr. Harris' distrust of HOA's is irrelevant for the purposes of the Sage Development's annexation. All of our HOA's are professional managed by reputable management companies.

24. Section 5.5. As stated in this section, the secondary water "rights and sources may be addressed in the subdivision development agreement." Nowhere in this section does it state that this is the final agreement with respect to secondary water for the Sage Development. Additionally, and as stated above, any secondary water infrastructure within the Sage

C.W.
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Development will be designed and reviewed by our civil engineer and Sunrise Engineering, on behalf of Huntsville Town.

25. Section 5.6. The term “Development” is defined in section 1.4 of the Annexation Agreement as “the Concept Plan and other plans for the Property to form a cohesive residential development in the overall community. The Development is commonly referred to as ‘The Sage’ by Developer.”

26. Section 5.7. This section does not exempt us from a final review and approval by Huntsville Town. It simply states that both parties recognize the proposed Concept Plan (as defined in the Annexation Agreement) is subject to change while we are seeking subdivision approvals.

27. Section 5.8. Mr. Harris misinterprets this section of the Annexation Agreement. The parties to the Annexation Agreement have amended the municipal code upon approval and execution of the Annexation Agreement. This section does not unwind the foregoing terms and conditions contained in the Annexation Agreement.

28. Section 6.2. We respectfully refer Mr. Harris to Section 8.3 of the Annexation Agreement, wherein it states that “[t]his Agreement shall be recorded against the Development and shall be deemed to run with the land and shall be binding[.]” Clearly, it is the intent of Huntsville Town and us to be bound by the terms and conditions contained in the Annexation Agreement.

29. Section 6.3. Huntsville Town’s obligation to indemnify us in this section of the Annexation Agreement is included because Huntsville Town desires the ability to enter upon the Sage Development while horizontal development activities are being performed thereon. This is an industry standard request that any liability arising from a third-party entering upon another party’s active development should be responsible for such liabilities.

Huntsville Town Ordinance 2021-8-5 (“Huntsville Ordinance”)

1. Preamble. We will defer to Huntsville Town staff to confirm that the correct parcels of real property are included herein. Our understanding is that “CW Lands” refers to the parcels we have identified in the Annexation Agreement.

2. Fourth Recital. We will defer to Huntsville Town staff to respond to Mr. Harris’ inquiry on the “disposition of all of the other owners that are included in this annexation”.

3. Section 3. We will defer to Huntsville Town staff to respond to Mr. Harris. We are unaware of this becoming a site specific overlay zone upon annexation.

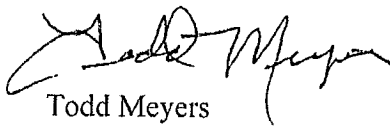
C.W.
LAND
CO.

4. Section 4. There are several zones, including A-3, identified on the Huntsville Town General Plan as a potential zone for our property. This is not out of line with what Huntsville Town has already contemplated.

5. Section 5. As stated above, this is not a planned residential unit development and the distinction between an HOA and a planned residential unit development is also set forth above. They are not one and same.

We appreciate your attention to this matter. We are excited to continue the annexation, entitlement, and site development of the Sage Development and believe that it will be a great development and add to the value of Huntsville Town.

Best regards,



Todd Meyers

Tax assesment

| | | |
|----------------|-----|--------------|
| Market Value | | 2,500,000.00 |
| Assessed Value | 55% | 1,375,000.00 |

Huntsville Single Unit - Primary Residence

| Entity | Value | Rate | Amount |
|---------------------------------|--------------|----------|------------|
| Weber County | 1,375,000.00 | 0.001720 | \$2,365.00 |
| Weber County G O Bond Fund | 1,375,000.00 | 0.000185 | \$254.38 |
| Library | 1,375,000.00 | 0.000458 | \$629.75 |
| Weber School District | 1,375,000.00 | 0.005806 | \$7,983.25 |
| Mosquito Abatement Distr | 1,375,000.00 | 0.000094 | \$129.25 |
| Weber Basin Water - General | 1,375,000.00 | 0.000146 | \$200.75 |
| Weber / Morgan Health | 1,375,000.00 | 0.000092 | \$126.50 |
| Paramedic Fund | 1,375,000.00 | 0.000135 | \$185.63 |
| Weber Fire District | 1,375,000.00 | 0.001378 | \$1,894.75 |
| Multicounty Assess & Collect | 1,375,000.00 | 0.000012 | \$16.50 |
| Assess & Collect / County | 1,375,000.00 | 0.000240 | \$330.00 |
| Weber Area 911 And Em Serv | 1,375,000.00 | 0.000241 | \$331.38 |
| Weber Fire G.o. Bond-2006 | 1,375,000.00 | 0.000057 | \$78.38 |
| State Charter School Levy Weber | 1,375,000.00 | 0.000062 | \$85.25 |
| Weber County Flood Control | 1,375,000.00 | 0.000026 | \$35.75 |
| Huntsville Specific | | | |
| Huntsville Town | 1,375,000.00 | 0.001161 | \$1,596.38 |

| | | | |
|--|---------------------|----------------|------------------|
| | 1,375,000.00 | 0.01181 | 16,242.88 |
|--|---------------------|----------------|------------------|

| | | |
|---------------------------|----|-------------|
| Units - Primary Residence | 21 | 341,100.38 |
| Huntsville Town | | \$33,523.88 |

Tax assesment

| | | |
|----------------|------|--------------|
| Market Value | | 2,500,000.00 |
| Assessed Value | 100% | 2,500,000.00 |

Huntsville Single Unit - Second Home

| Entity | Value | Rate | Amount |
|---------------------------------|--------------|----------|-------------|
| Weber County | 2,500,000.00 | 0.001720 | \$4,300.00 |
| Weber County G O Bond Fund | 2,500,000.00 | 0.000185 | \$462.50 |
| Library | 2,500,000.00 | 0.000458 | \$1,145.00 |
| Weber School District | 2,500,000.00 | 0.005806 | \$14,515.00 |
| Mosquito Abatement Distr | 2,500,000.00 | 0.000094 | \$235.00 |
| Weber Basin Water - General | 2,500,000.00 | 0.000146 | \$365.00 |
| Weber / Morgan Health | 2,500,000.00 | 0.000092 | \$230.00 |
| Paramedic Fund | 2,500,000.00 | 0.000135 | \$337.50 |
| Weber Fire District | 2,500,000.00 | 0.001378 | \$3,445.00 |
| Multicounty Assess & Collect | 2,500,000.00 | 0.000012 | \$30.00 |
| Assess & Collect / County | 2,500,000.00 | 0.000240 | \$600.00 |
| Weber Area 911 And Em Serv | 2,500,000.00 | 0.000241 | \$602.50 |
| Weber Fire G.o. Bond-2006 | 2,500,000.00 | 0.000057 | \$142.50 |
| State Charter School Levy Weber | 2,500,000.00 | 0.000062 | \$155.00 |
| Weber County Flood Control | 2,500,000.00 | 0.000026 | \$65.00 |
| Huntsville Specific | | | |
| Huntsville Town | 2,500,000.00 | 0.001161 | \$2,902.50 |

| | | | |
|--|---------------------|----------------|------------------|
| | 1,375,000.00 | 0.01181 | 29,532.50 |
|--|---------------------|----------------|------------------|

| | | |
|----------------------|----|-------------|
| Units - Second Homes | 21 | 620,182.50 |
| Huntsville Town | | \$60,952.50 |

Huntsville Scenario

| | | |
|-----------------|----|-------------|
| Huntsville Town | | \$46,585.13 |
| Primary | 11 | \$17,560.13 |
| Seconday | 10 | \$29,025.00 |

Additional Income for Huntsville Town

| | | | |
|--------------------------------|----------|----|--------------|
| Culinary Water Connections | \$20,000 | 21 | \$420,000.00 |
| Building Permits - (estimated) | \$6,000 | 21 | \$126,000.00 |
| Total | | | \$546,000.00 |

Huntsville Town

Water Connection Application (Within Municipal Boundary)

Applicant Name: Mark Evans
Applicant Mailing Address: 398 South 2600 East Huntsville
Email: [REDACTED] Phone: [REDACTED]
Connected Lot or Parcel Number: 24019-0032 240190032

The undersigned authorize this application for connection to Huntsville Town's Culinary Water System and agrees to the following provisions:

1. The applicant agrees to be governed by the ordinances, resolutions, rules and regulations as may be prescribed by the Huntsville Town Council for the control of the Huntsville Town Culinary Water system
2. The connection fee shall be paid in full by the applicant prior to connection to the Huntsville Town Culinary Water System.
3. The applicant is responsible for hooking to and maintenance of the water system and all infra-structure from the water meter to, and including within, all buildings on the respective parcel or lot.
4. The applicant is prohibited from using water from the Huntsville Town Culinary Water System for irrigation or for other purposes traditional to secondary water usage.
5. Proof of a secondary water connection on the respective parcel or lot must be provided prior to connection to the Huntsville Town Culinary Water System.
6. The terms of this application are binding upon, and inures to the benefit of, the parties and their respective successors and assigns.

Applicant Signature: [Signature] Date: 15 July 2021
Title (Authorized Agent): _____

For Town Use:

Application Date: _____ Impact Fee Paid: _____

Gail Ahlstrom, Town Clerk

Huntsville Town Council (Application Approval)

☐ Approved

☐ Conditional Approval

☐ Rejected

☐ Deferred

Mayor Signature: _____ Date: _____

Notes/Conditions: _____

ATTEST:

_____ Date: _____

Beckki Endicott, Town Recorder

Huntsville Town Culinary Water Superintendent (Connection & Fee Approval)

☐ Approved

☐ Conditional Approval

☐ Rejected

☐ Deferred

Connection Fee Assessed: _____

Superintendent Signature: _____ Date: _____

Notes/Conditions: _____

_____ Connection Fee Paid: _____
Gail Ahlstrom, Town Clerk

Water Connection Application (Within Municipal Boundary) Requirements:

- ☐ Completed & Signed Application Form.
- ☐ Payment of Impact Fee to Huntsville Town.
- ☐ Water Connection Applications must be reviewed and approved by the Huntsville Town Council.
- ☐ Once the applicant is ready to connect to the Huntsville Town Culinary Water System, they must pay the Connection Fee to Huntsville Town. The Connection Fee will be determined and approved by the Huntsville Town Culinary Water Superintendent and will be commensurate with the expenses associated with the respective connection including, but not limited to: labor, meter, fixtures, backfill, road or pavement repair, and material costs.
- ☐ Upon payment of the Connection Fee, Huntsville Town will make the connection from the main culinary line, install a water meter, and a meter box with lid.

PART OF E. 1/2 OF SECTION 18, T.6N., R.2E., S.L.B. & M.

19

HUNTSVILLE SURVEY

BLOCK 2 PLAT B

TAXING UNIT: 35, 520

SCALE 1" = 200'

SEE PAGE 20

**FIRST ST.

SEE PAGE 13

PLAT A
SEE PAGE 10

SEE PAGE 10

SEE PAGE 9

**STREET NAME CHANGE E#2195484

SEE PAGE 18
FOR TAX PURPOSES ONLY

*ADDRESS AFFIDAVIT E#3162125

L.O.F. 5-92

(A) STATE ROAD
COMMISSION OF UTAH
240190019
TU 35

(B) JARED STARLING
240190027
727 SQ FT
TU 35

(C) STATE OF UTAH
ROAD COMMISSION
240190021
TU 520

(D) STATE ROAD
COMMISSION OF UTAH
240190003
TU 58

(E) STATE OF UTAH
ROAD COMMISSION
240190020
TU 520

(H) JACOB M SHANNON
& WF RUTH ANN
240190007
10,505 SQ FT
TU 58

(I) STATE OF UTAH
240190008
TU 58

(J) STATE OF UTAH
240190010
TU 58

(K) GILBERT A WANGSGARD
& WF TRUDI
240190009
4005 SQ FT
TU 58

(L) STATE ROAD
COMMISSION OF UTAH
240190006
1.28 AC±
TU 58

(M) UTAH DEPARTMENT
OF TRANSPORTATION
240190029
533 SQ FT
TU 58

**Huntsville Town
Ordinance 2021-6-24**

**AN ORDINANCE OF HUNTSVILLE TOWN, UTAH, AMENDING TITLE
15.17.14 NONCONFORMING LOTS OR PARCELES OF RECORD**

- A. **WHEREAS**, Huntsville Town (hereafter “Town”) is a municipal corporation, duly organized and existing under the laws of the State of Utah;
- B. **WHEREAS**, Title 10, chapter 9a, of the Utah code annotated, 1953, as amended, enables municipalities to regulate land use and development;
- C. **WHEREAS**, Title 15.17.14 currently includes footnote 37 that is decidedly important enough to be included as part of the Huntsville Town Code 15.17.14;
- D. **WHEREAS**, after publication of the required notice, the Planning Commission held its public hearing on July 29, 2021 to take public comment on the proposed ordinance, after which the Planning Commission gave its recommendation to ADOPT this Ordinance on July 29, 2021;
- E. **WHEREAS**, the Planning Commission is recommending this to the Town Council for approval;
- F. **WHEREAS**, the Town Council received the recommendation from the Planning Commission and held its public meeting on August 5, 2021 and desires to act on this Ordinance;

ORDINANCE

NOW, THEREFORE, be it ordained by the Planning Commission of Huntsville Town, Utah as follows:

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

Section 2: Amendment. The Huntsville Municipal Code is hereby amended to read as follows:

15.17.14 Noncomplying Lots or Parcels of Record

- A. A parcel noncomplying as to area and frontage requirements, containing a single-family residence that has not been abandoned, and was created and recorded prior to the July 1992 amendments to the Municipal Land Use, Development, and Management Act, Utah Code Ann. §10-9a-101 et. seq., Subdivision Law; shall be considered to be a legally complying lot entitled to the same rights as lots conforming to current Huntsville Town area and frontage requirements.
- B. A parcel noncomplying as to current area and frontage requirements which was created and recorded prior to the July 1992 amendments to the Municipal Land Use, Development, and Management Act, Utah Code Ann. §10-9a-101 et. seq., Subdivision Law; and met area and frontage requirements for the zone in which it was created at the time it was created; may submit an application for subdivision approval provided that it meets all other applicable requirements of the Huntsville Town Subdivision and Zoning Titles. The Landowner will have the burden to prove that their lot met area and frontage requirements for the zone in which it was created at the time it was created.

- C. A noncomplying lot shall be considered a legal building lot entitled to the same rights as a conforming lot, if the lot was created prior to July 1992.

ADOPTED AND PASSED by the Town Council this 5th day of August, 2021.

Municipal Roll Call Vote:

| VOTES: | AYES | NAYS | EXCUSED | RECUSED |
|---------------------|------|------|---------|---------|
| | | | | |
| Mayor Truett | | | | |
| CM Max Ferre' | | | | |
| CM Wendy McKay | | | | |
| CM Richard Sorenson | | | | |

JAMES TRUETT, Mayor

ATTEST:

BECKKI ENDICOTT, Town Clerk

RECORDED this ____ day of _____, 2021.

POSTED this ____ day of _____, 2021.

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, 7309 East 200 South 2) Huntsville Town Post Office 3) www.huntsvilletown.com 4) www.pmn.gov

Beckki Endicott, Town Clerk

DATE: _____