

MINUTES OF THE HUNTSVILLE TOWN COUNCIL MEETING
Wednesday February 13, 2024, 6:00 p.m.
Huntsville Mercantile, 7390 East 200 S., Huntsville.

Name	Title	Status
Richard L. Sorensen	Mayor	Present
Bruce Ahlstrom	Council Member	Present
Lewis Johnson	Council Member	Present
Sandy Hunter	Council Member	Present
Artie Powell	Council Member	Present
William Morris	Legal Counsel	Present
Nikki Wolthuis	Clerk	Present

Citizens: Wade Budge, Attorney, Steve Starks, Dakota Hyde, Jeff Hyde, Brian Clapperton, Joseph Silverzweig, Comcast Rep., Savanna Swift, Jeff Burton, Linda Burton, Regen Sorensen, Kylan Nelson, Chloe Nelson. Ron Gault, water committee chair. Lonny and Nancy Bailey, Laurie Porter and Sanford Moss.

Zoom: Lindsey Ketcham

1-Mayor Sorensen called the meeting to order.

There is a full quorum present.

2-Pledge of Allegiance led by Chloe Nelson assisted by her mother Kylan Nelson

3-Opening Ceremony given by TCM Ahlstrom

4-Public Comments:

5-Sheriff's Report: No report.

6. Discussion and/or action on approval of fireworks for the Huntsville's July 4th Celebration.

Brian Clapperton recalled that the Town Council was maybe going to shop around for different companies to buy fireworks from this year, but Mayor Sorensen thought they should stick with Fireworks West. Mr. Clapperton explained that although he does not have his own explosives license, he can still let off fireworks using the license of Fireworks West.

He stated that with the new Town Hall building being constructed this year he would have to light fireworks from the vacant Town lots north of the New Town Hall on 100 S. It should be a good location. Mr. Clapperton will contact Fireworks West before March 1st to get the early discount.

TCM Ahlstrom motioned to approve spending up to \$5,500 for fireworks for the 4th of July Celebration. TCM Hunter seconded the motion. Roll Call Vote. Votes reflected below. Motion passed 5-0.

VOTES	AYE	NAY	ABSTAIN	EXCUSED
Mayor Richard L. Sorensen	X			
CM Bruce Ahlstrom	X			
CM Lewis Johnson	X			
CM Sandy Hunter	X			
CM Artie Powell	X			X

TCM Hunter motioned to close the regular meeting and open the public hearing. TCM Ahlstrom seconded the motion. All votes Aye. Motion passed.

PUBLIC HEARING for Annexation of McKay Meadows Parcels and Annexation of Bailey Parcels.

Wade Budge, the attorney for Steve Starks stated that the McKay Meadows annexation will benefit the Town because Mr. Starks has agreed to downzone his property.

TCM Ahlstrom motioned to close the public hearing and begin the regular meeting. TCM Hunter seconded the motion. All votes Aye. Motion passed.

7. Discussion and/or action on approval of Ordinance 2024-02-13A and Ordinance 2024-02-13B Annexation of McKay Meadows. (See Attachments 1 and 2)

TCM Hunter had questions about dwelling units on the property. The number of dwelling units on the property in the Agreement was five, but in McKay Meadows Master plan presented at an earlier TC meeting there were only four. Attorney Wade Budge stated that in the motion they could approve the ordinance adjusting the dwelling units to four. TCM Hunter questioned the need for 5 water connections when there were only 4 dwelling units. Mr. Starks replied that the 5th connection was for the barn. Mayor Sorensen pointed out that because there are two McKay Meadows parcels located within the Town boundaries, they already qualify for some water shares. The water shares listed in the agreement also include those shares. In addition, they are agreeing to downzone their property from RE-20 to A-3.

TCM Hunter also wondered about the part in the agreement that gave them the right to buy water connections at the current price of \$7,500 when there was no guarantee that they would buy the water connections right now. The price could increase later, and they shouldn't be able to lock in at this price now. Attorney Wade Budge agreed with that and stated that they had just plugged in the current price, but they could change the wording to say that whatever is the current in-town price of water connections is what they will buy them for.

Attorney Bill Morris pulled up the agreement on the computer and began to make the changes including changing the water connections sentence to read, "...shall not exceed the then current in-town water connection fee at the time of purchase." **The changes were made by consensus.**

TCM Sandy Hunter motioned to approve Ordinance 2024-02-13A Annexation of McKay Meadows with attached exhibits. TCM Ahlstrom seconded the motion. TCM Hunter amended her motion to approve Ordinance 2024-02-13A Annexation of McKay Meadows parcel #240130015 and #240200005 subject to the Annexation Agreement as amended. TCM Ahlstrom seconded the motion. Roll Call Vote. Votes reflected below. Motion Passed 4-1.

VOTES	AYE	NAY	ABSTAIN	EXCUSED
Mayor Richard L. Sorensen	X			
CM Bruce Ahlstrom	X			
CM Lewis Johnson	X			
CM Sandy Hunter	X			
CM Artie Powell		X		

TCM Hunter motioned to approve Ordinance 2024-02-13B McKay Meadows parcel #210070012 with the revised Annexation Agreement. TCM Ahlstrom seconded it. Roll Call Vote. Votes reflected below. Motion passed 4-1.

VOTES	AYE	NAY	ABSTAIN	EXCUSED
Mayor Richard L. Sorensen	X			
CM Bruce Ahlstrom	X			
CM Lewis Johnson	X			
CM Sandy Hunter	X			
CM Artie Powell		X		

8- Discussion and/or action on Ordinance 2024-02-13 Annexation of Bailey parcels.(See Attachment #3)

TCM Hunter brought everyone’s attention to the sentence, “Owners are vested with the right to: (i) subdivide, but any subdivision must adhere to the Town code at the time of subdivision, specifically the required frontage on a recognized Town or public street in the A-3 Zone.” This was discussed as being important in the TC meeting accepting the Bailey Annexation petition in December. Attorney Bill Morris asked the property owners if there were any concerns with that sentence in the Annexation Agreement. They had none.

Attorney Bill Morris wondered if the Agreement addressed water connections. TCM Hunter stated that she took that out of the agreement because there wasn’t any specific agreement about water connections in past discussions. She thought that the number of possible future connections would follow the rules already in place. Attorney Bill Morris asked if they wanted to put “the amount of water connections shall follow the rules in place.” into the agreement. She said yes and he added it to the agreement.

TCM Hunter motioned to approve Ordinance 2024-02-13 Annexation of Bailey parcels #211530001, 210260127, 210260072 and 211550001 with the revised Annexation Agreement. TCM Ahlstrom seconded the motion. Roll Call vote. Votes reflected below. Motion passed 4-1.

VOTES	AYE	NAY	ABSTAIN	EXCUSED
Mayor Richard L. Sorensen	X			
CM Bruce Ahlstrom	X			
CM Lewis Johnson	X			
CM Sandy Hunter	X			
CM Artie Powell		X		

9- Discussion and/or action on approval of Resolution 2024-02-13 Intent to Annex Forest Service Lands (See Attachment #4)

Bill Morris explained that the Forest Service property containing Anderson Cove and Cemetery Point are already on Huntsville Town Water. The road to Cemetery Point was annexed into Huntsville town already. It made sense to annex the Forest Service lands. TCM Ahlstrom wanted to make sure the road to Jefferson Hunt Campground was not included in the annexation. The map looked like it was included in Parcel #21-030-0021. It should be a county road. Mayor Sorensen wondered if they should include something in the motion to exclude the road. Attorney Bill Morris said to just approve the Intent to Annex now, and the map can be fixed later. Mayor Sorensen explained how big of a project it was to survey because of the dozens of parcels. It took several weeks for Sunrise Engineering to do the survey.

TCM Hunter motioned to approve Resolution 2024-02-13 Intent to Annex Forest Service lands. TCM Ahlstrom seconded the motion. Roll Call Vote. Votes reflected below. Motion passed 4-1.

VOTES	AYE	NAY	ABSTAIN	EXCUSED
Mayor Richard L. Sorensen	X			
CM Bruce Ahlstrom	X			
CM Lewis Johnson	X			
CM Sandy Hunter	X			
CM Artie Powell		X		

10. Discussion and/or action on Ordinance 2024-02-13C Franchise Agreement with Comcast (See Attachment #5)

Joseph Silverzweig came from Comcast to answer questions. He assured the town Council that Comcast is going to take care of Huntsville Town and do a good job installing the lines. They will go above ground as much as possible, but in some places may need to go below ground. They should be able to get started in March or April.

TCM Ahlstrom motioned to approve Ordinance 2024-02-13C Franchise Agreement with Comcast. TCM Hunter Seconded the motion. Roll Call Vote. Votes reflected below. Motion passed 5-0.

VOTES	AYE	NAY	ABSTAIN	EXCUSED
Mayor Richard L. Sorensen	X			
CM Bruce Ahlstrom	X			
CM Lewis Johnson	X			
CM Sandy Hunter	X			
CM Artie Powell	X			

11. Discussion and/or Action on approval of Final Plat Subdivision of North Arrow Lofts (See Attachment #6)

Dakota Hyde explained all that they had done over the past few years to move the project forward. Recently their plat was reviewed and approved by the county. Jared from Sunrise Engineering had a review process as well. He recommended a few conditions be met before approval. One condition was for Huntsville Water to approve the design for the connection of a new fire line. The other condition was that the plans need to be stamped by a professional engineer. Mr. Hyde said they were installing a new fire line running up the public utility easement on the east side of the property next to the New Town Hall. David Reed, Weber County Fire Marshall is requiring them to check with Gary Probasco, Town Maintenance worker, to make sure the water flow in the lines is enough to meet the requirements.

Mr. Hyde explained that the plans are already stamped by a professional engineer, so he needed more clarification from Jared on what he meant.

TCM Hunter motioned to approve the Final Plat Subdivision of North Arrow lofts with the condition that Jared from Sunrise Engineering clarify whether the stamped plan set is approved. TCM Powell seconded the motion. Roll Call Vote. Votes reflected below. Motion passed 5-0.

Jared from Sunrise Engineering called Mr. Hyde just then and clarified that there's a separate civil plat that shows the culinary water and fire line that needs to be stamped by a civil engineer.

VOTES	AYE	NAY	ABSTAIN	EXCUSED
Mayor Richard L. Sorensen	X			
CM Bruce Ahlstrom	X			
CM Lewis Johnson	X			
CM Sandy Hunter	X			
CM Artie Powell	X			

12. Discussion and/or action on approval of Resolution 2024-02-13A Solid Waste Collection and Disposal (See Attachment#7)

Mayor Sorensen explained that this is the contract with Econowaste for garbage pickup. The price reflects their cost plus an additional \$4.00 for Huntsville’s billing costs.

Attorney Bill Morris stated that garbage rates are going up all around the county.

TCM Ahlstrom motioned to approve Resolution 2024-02-13A Solid Waste Collection and Disposal. TCM Hunter seconded the motion. Roll Call Vote. Votes reflected below. Motion passed 5-0.

VOTES	AYE	NAY	ABSTAIN	EXCUSED
Mayor Richard L. Sorensen	X			
CM Bruce Ahlstrom	X			
CM Lewis Johnson	X			
CM Sandy Hunter	X			
CM Artie Powell	X			

12. Discussion and/or action on approval of Resolution 2024-02-13B Huntsville Marathon Agreement (See Attachment #8)

Lindsey Ketcham joined on zoom and she and Attorney Bill Morris and the TC talked over the changes he suggested be made to the Agreement. Mr. Morris had four concerns with the agreement, and one was insurance. He adjusted the agreement to read, “In the event of any liability arising under the event or this Agreement that the Marathon Committee agrees to indemnify, defend, and hold harmless the Town, County, and UDOT.” His next concern was over the non-compete clause. Ms. Ketcham replied that they had eliminated the non-compete clause. Another concern was over the trademarks. As the contract was written the race organizers would keep the trademarks of the race if the Town cancels the race with or without cause. To cancel the race the Town would have to give two years’ notice. The final concern was about property. The wording in the draft agreement regarding this was confusing, but Ms. Ketcham had changed it. The Marathon would use Town property with the Town’s permission. Attorney Bill Morris stated that that was an acceptable change.

TCM Hunter motioned to approve Resolution 2024-02-13B Huntsville Marathon Agreement as amended. TCM Powell seconded the motion. Roll Call Vote. Votes reflected below. Motion passed 5-0.

VOTES	AYE	NAY	ABSTAIN	EXCUSED
Mayor Richard L. Sorensen	X			
CM Bruce Ahlstrom	X			
CM Jewis Johnson	X			
CM Sandy Hunter	X			
CM Artie Powell	X			

14. Discussion and/or action on Water Committee Update (See Attachment #9)

Ron Gault, Water Committee Chair explained different kinds of water users, water connections and costs, hardship cases, and various water fees with a power point presentation. Regarding hardship cases, Mr. Gault concluded that they must be dealt with on a case-by-case basis.

TCM Powell motioned to approve water committee update and the fees as outlined by Ron Gault. TCM Ahlstrom seconded the motion. TCM Powell made a friendly amendment to add a proposal that Ron speak with Shannon and come up with a proposed shut-off policy. TCM Hunter seconded the amended motion. Roll Call Vote. Votes reflected below. Motion passed 5-0.

VOTES	AYE	NAY	ABSTAIN	EXCUSED
Mayor Richard L. Sorensen	X			
CM Bruce Ahlstrom	X			
CM Lewis Johnson	X			
CM Sandy Hunter	X			
CM Artie Powell	X			

15. Approval of Harrison Water Connection (See Attachment #9)

Mr. Gault repeated the history of how the Harrisons' neighbors ended up with water connections and they didn't. His solution was to give them a connection at no cost, but the Harrisons would have to pay all the hookup fees. He wrote them a letter with the proposal and presented it to the Town Council.

TCM Hunter motioned to approve the offer to the Harrison's per Ron Gault's letter for one water connection, waiving the connection fee and before the water is connected, they make an easement agreement with Huntsville Town. TCM Ahlstrom seconded the motion. TCM Johnson said there should have been separate transactions and better records taken during that time to prevent future problems. TCM Powell recalled a time where several people were requesting out-of-town water connections and the Town Council put a 6-month moratorium on the requests. TCM Hunter remembered the reason for the moratorium was to give the Town Council time to research raising the rate. TCM Johnson recounted another time when it was decided that during a water shortage the out-of-town connections would be cut off first. Roll Call Vote. Votes reflected Below. Motion passed 5-0.

VOTES	AYE	NAY	ABSTAIN	EXCUSED
Mayor Richard L. Sorensen	X			
CM Bruce Ahlstrom	X			
CM Lewis Johnson	X			
CM Sandy Hunter	X			
CM Artie Powell	X			

Department Updates

Mayor Sorensen – The New Town Hall is taking shape.

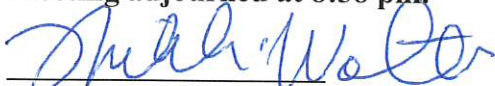
TCM Ahlstrom- There is one more Emergency preparedness meeting this week.

TCM Powell - He will give an update on the 4th of July Activities at the next TC Meeting on March 7th.

TCM Hunter motioned to approve the **January 2024 Bills**. **TCM Powell** seconded the motion. All votes Aye. Motion passed.

Mayor Sorensen moved to adjourn the meeting by consent. There were no objections.

Meeting adjourned at 8:38 pm.



Nikki Wolthuis, Town Clerk

HUNTSVILLE TOWN
ORDINANCE NO. 2024-02-13A

ANNEXATION OF MCKAY MEADOWS PARCELS #240130015 and 240200005

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

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

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

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

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

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

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

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

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

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

Section 1. Findings.

The Town Council hereby finds as follows:

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

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

Section 2. Annexation Approved.

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

Section 3. Annexation Agreement.

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

Section 4. Zoning Designation.

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

Section 5. Annexation Finalization.

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

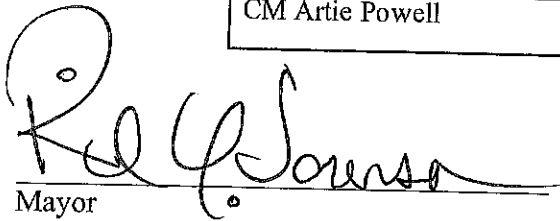
Section 6. Effective Date.

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

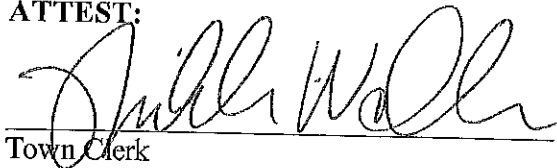
ADOPTED AND PASSED by the Town Council this 13th day of February 2024.

Municipal Roll Call Vote:

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


Mayor

ATTEST:

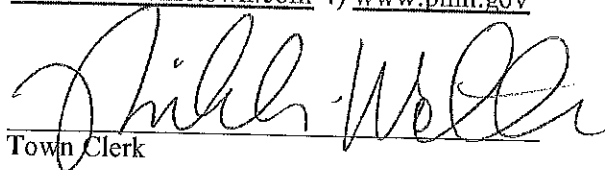

Town Clerk



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

CERTIFICATE OF PASSAGE AND POSTING

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

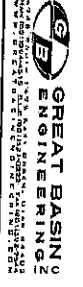

Town Clerk

DATE: 2/27/2024

EXHIBIT “A”

Annexation Plat

EXHIBIT A



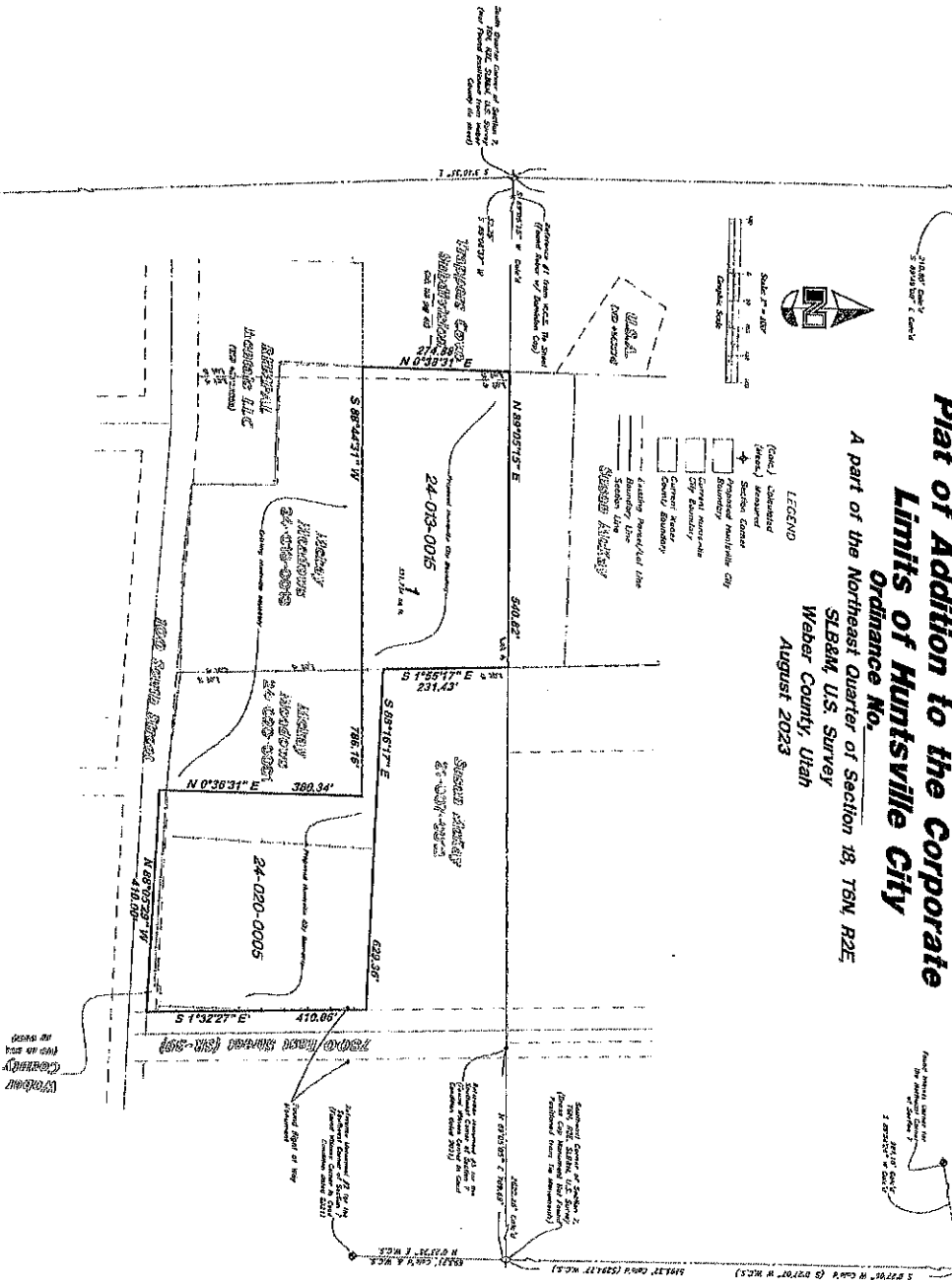
Map No. 2023-000000-000000-000000-000000
(Other City Approved and Filed)

Plat of Addition to the Corporate Limits of Huntsville City

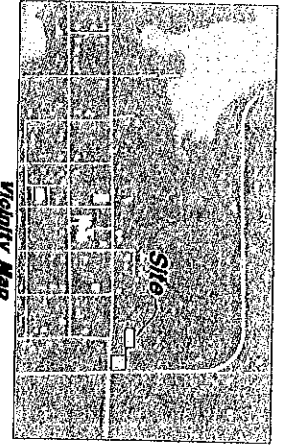
A part of the Northeast Quarter of Section 18, T8N, R2E,
S18&M, U.S. Survey
Weber County, Utah
August 2023

LEGEND

- (One.) Subdivided (lines) boundary
- Subdivided (lines) boundary
- Proposed Huntsville City boundary
- City Boundary
- County Boundary
- County Boundary
- County Boundary



Map No. 2023-000000-000000-000000-000000
(Other City Approved and Filed)



Vicinity Map
(Not to Scale)

SURVEYOR'S CERTIFICATE

I, _____, a duly Licensed Professional Engineer in the State of Utah, having been duly sworn, do hereby certify that the above described plat is a true and correct copy of the original survey and is in accordance with the laws of the State of Utah and the rules and regulations of the Board of Professional Engineers and Surveyors, State of Utah, and that the same has been filed for record in the office of the County Clerk of Weber County, Utah, and that the same is a true and correct copy of the original survey and is in accordance with the laws of the State of Utah and the rules and regulations of the Board of Professional Engineers and Surveyors, State of Utah.

Signed this _____ day of _____, 2023.

Surveyor

HUNTSVILLE CITY APPROVALS

This is to certify that the City Council of Huntsville City, Weber County, Utah, has received a plat of addition to the corporate limits of the City of Huntsville, Utah, and that the same is in accordance with the laws of the State of Utah and the rules and regulations of the Board of Professional Engineers and Surveyors, State of Utah, and that the same is a true and correct copy of the original survey and is in accordance with the laws of the State of Utah and the rules and regulations of the Board of Professional Engineers and Surveyors, State of Utah.

Witness my hand and official seal this _____ day of _____, 2023.

City Engineer

BOUNDARY DESCRIPTION

Commencing at the South East corner of Section 18, Township 8 North, Range 2 East, 2nd Lane of the City of Huntsville, Weber County, Utah, and thence South 89°05'15\"/>

MARGINAL NOTE

This map was prepared by the City Engineer of Huntsville City, Weber County, Utah, and is a true and correct copy of the original survey and is in accordance with the laws of the State of Utah and the rules and regulations of the Board of Professional Engineers and Surveyors, State of Utah.

NAME	ADDRESS	PHONE	EMAIL
GREAT BASIN ENGINEERING, INC.	1234 Main Street, Salt Lake City, UT 84143	(801) 555-1234	info@greatbasin.com
WEBER COUNTY ENGINEER	5678 Main Street, Ogden, UT 84403	(435) 555-5678	webercounty@ut.gov
HUNTSVILLE CITY ENGINEER	9012 Main Street, Huntsville, UT 84303	(435) 555-9012	huntsvillecity@ut.gov

EXHIBIT “B”

Annexation Agreement



After recording, please send to:
Wade R. Budge
Snell & Wilmer L.L.P.
15 West South Temple, Suite 1200
Salt Lake City, UT 84101

E# 3315737 PG 1 OF 11
Leann H. Kilts, WEBER COUNTY RECORDER
26-Feb-24 0350 PM FEE \$40.00 DEP SD
REC FOR: SNELL & WILMER LLP
ELECTRONICALLY RECORDED

MCKAY MEADOWS ANNEXATION AND DEVELOPMENT AGREEMENT

This ANNEXATION AND DEVELOPMENT AGREEMENT (this “Agreement”) is made and entered into as of the Effective Date (defined below), by and between MCKAY MEADOWS LLC, a Utah limited liability company, (the “Owner”), and the TOWN OF HUNTSVILLE, a municipality and political subdivision of the State of Utah (the “Town”). Town and Owner are jointly referred to as the “Parties” and each individually as a “Party.”

RECITALS:

A. Owner is the owner and developer of the real property more particularly described on Exhibit A (the “Property”). A portion of the Property is currently located within the Town (“Huntsville Property”).

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

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

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

E. The Town Council (defined below), acting pursuant to its authority under Utah Code § 10-9a-102(2) *et seq.*, as amended, and the Town Code (defined below), and in furtherance of its land use policies, goals, objectives, ordinances, resolutions, and regulations, has elected to enter into this Agreement, conditioned upon the successful completion of the Annexation. The Town Council authorizes the mayor of the Town to execute and deliver this Agreement on behalf of the Town.

F. By this Agreement, Town and Owner confirm the Property's vested entitlements for development of the Project. The Town has determined that entering into this Agreement furthers the purposes of the Utah Municipal Land Use, Development, and Management Act, the Town's General Plan, and the Town's land use ordinances. As a result of such determination, the Town has elected to move forward with the approvals necessary to approve the development of the Project (defined below) in accordance with the terms and provisions of this Agreement. This Agreement is a "development agreement" within the meaning of and entered into pursuant to the terms of Utah Code §10-9a-102(2).

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Owner and the Town hereby agree to the following:

1. **Recitals; Definitions.**

1.1. **Recitals.** The Recitals set forth above are incorporated herein by this reference.

1.2. **Defined Terms.** Unless the context requires a different meaning, any term or phrase used in this Agreement that has its first letter capitalized has the meaning given to it by this Agreement. Certain terms and phrases are referenced below; others are defined where they appear in the text of this Agreement, including the exhibits. Any capitalized term used but not otherwise defined in this Agreement shall have the meaning ascribed to such term in the Town Code.

1.2.1. "Agreement" means this Agreement including all of its exhibits.

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

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

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

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

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

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

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

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

1.2.10. "Future Law" means the laws, ordinances, policies, standards, guidelines, directives, procedures and processing fee schedules of the Town which are

in effect after the Effective Date and may or may not be applicable as provided in Section 4.2 below.

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

1.2.12. "System Improvement" means an improvement that is designed to serve areas within the community at large and which may serve the Project as a part of the community at large.

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

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

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

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

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

If the Conditions Precedent are not satisfied within thirty (30) days from the Effective Date, then Owner or Town may elect to terminate this Agreement by delivering a notice of termination to the Town and upon the Town's receipt of such notice, this Agreement shall be terminated and neither of the Parties shall have any further obligation to the other arising out of this Agreement. The Parties acknowledge that a termination would effect a withdrawal of Owner's consent and petition for Annexation.

4. **Vested Rights and Legislative Powers.**

4.1. **Vested Rights.** As of the Effective Date, Owner has the vested right to proceed with the development of the Property in accordance with this Agreement and Applicable Law. Specifically, Owner is vested with the right to: (i) to develop and construct the up to four (4) Dwelling Units, with such rights to accessory uses as allowed under Applicable Law; (ii) connect to existing public roads; and (iii) connect to existing public infrastructure, upon the payment of generally applicable fees. The Parties specifically intend that this Agreement grants the Property "vested rights" as that term is construed in Utah's common law and pursuant to Utah Code §10-9a-509. To the maximum extent permissible under the laws of Utah and at equity, the Town and Owner intend that this Agreement be construed to grant Owner all vested rights to develop up to four (4) Dwelling Units, as described above, on the

Property in fulfillment of the terms and provisions of this Agreement and the laws and ordinances that apply to the Property as of the Effective Date of this Agreement. The Parties intend that the rights granted to Owner under this Agreement are contractual and are in addition to those rights that exist under statute, common law and at equity.

4.2. **Future Laws.** The Town's Future Laws with respect to the Project or the Property shall not apply except as follows:

4.2.1. **Owner Agreement.** Future Laws that Owner agrees in writing to the application thereof to the Project;

4.2.2. **Compliance with State and Federal Laws.** Future Laws which are generally applicable to all properties in the Town and which are required to comply with State and Federal laws and regulations affecting the Project and do not effect a taking of the right to develop the uses and the densities described in this Agreement;

4.2.3. **Safety Code Updates.** Future Laws that are updates or amendments to existing building, plumbing, mechanical, electrical, dangerous buildings, drainage, or similar construction or safety related codes, such as the International Building Code, the APWA Specifications, or by the state or federal governments and are required to meet legitimate concerns related to public health, safety or welfare;

4.2.4. **Taxes.** Taxes, or modifications thereto, so long as such taxes are lawfully imposed and charged uniformly by the Town to all properties, applications, persons and entities similarly situated; and

4.2.5. **Fees.** Changes to the amounts of fees, except for impact fees which are discussed in Section 7.3 below, for the processing of Land Use Applications that are generally applicable to all development within the Town and which are adopted pursuant to State law.

5. **Obligations.**

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

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

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

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

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

6. **Integration.** This Development Agreement contains the entire Agreement with respect to the subject matter hereof and integrates all prior conversations, discussions or understandings of whatever kind or nature between the Parties and may only be modified by a subsequent writing duly executed by the Parties hereto.

7. **Severability.** If any part or provision of the Agreement shall be adjudged unconstitutional, invalid or unenforceable by a court of competent jurisdiction, then such a decision shall not affect any other part or provision of this Agreement except that specific part or provision determined to be unconstitutional, invalid or unenforceable. If any condition, covenant or other provision of this Agreement shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

8. **Notices.**

Any notices, requests and demands required or desired to be given hereunder shall be in writing and shall be (a) served personally upon the Party for whom intended, (b) sent by nationally recognized express delivery service, or (c) if mailed, be by certified mail, return receipt requested, postage prepaid, to such Party at its address shown below. Additionally, any such notices, requests and demands may be sent by electronic mail, so long as such notice is also delivered by one of the methods described above.

To Owner:

McKay Meadows LLC
Attn: Steve Starks
10652 Iron Mountain Dr.
South Jordan, Utah 84095
Email: stevestarks@gmail.com

With a copy to:

Snell & Wilmer LLP

Attn: Wade Budge
15 West South Temple, Suite 1200
Salt Lake City, Utah 84101
Email: wbudge@swlaw.com

To the City:

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

With a copy to:

Huntsville Town
Attn: City Attorney
7381 East 200 South
Huntsville, Utah 84317

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

9. **Amendment.**

The Parties or their successors in interest may, by written agreement, choose to amend this Agreement at any time. Any amendment must be recorded in the Weber County Recorder's Office to be effective. An amendment to this Agreement need only be executed by Owner and the Town to be effective. The consent of an owner of the Property is not required to amend this Agreement.

10. **General Terms and Conditions.**

10.1. **Applicable Law.** This Agreement is entered into under and pursuant to and is to be construed and enforceable in accordance with the rules, regulations, official policies, standards and specifications applicable to the development of the Project in effect on the Effective Date, including the applicable Town Code, resolutions, state law, and federal law (the "Applicable Law").

10.2. **Termination of Agreement.** The term of this Agreement shall commence on the Effective Date of this Agreement and shall continue in full force and effect until the earlier of the following events: (i) certificates of occupancy have been issued for all Dwelling Units to be constructed in the Project, or (ii) twenty (20) years from the date on which this Agreement is recorded with the Weber County Recorder's Office; provided, however, that if Owner is not in breach of any material provisions of this Agreement when said 20-year period expires, and any portions of the Project have not been completely built-out, then this

Agreement shall automatically be extended for an additional like period or periods, until such time as all four (4) Dwelling Units are constructed (as applicable, the "Term").

10.3. **Run with the Land.** This Agreement shall be recorded against the Project. The agreements, benefits, burdens, rights and responsibilities contained herein shall be deemed to run with the land and shall be binding on and shall inure to the benefit of all successors in ownership of the Property, or portion thereof, as applicable, with respect to that portion of the Project owned by such successors in ownership. Nothing in this Agreement shall apply to residents or property owners who purchase or occupy developed lots or Dwelling Units within the Project, it being the intent of this Agreement that it governs the development of the Property, not the use by subsequent owners or residents.

10.4. **Default & Remedies.** If either the Owner or the Town fails to perform their respective obligations under the terms of this Agreement (as applicable, the "Defaulting Party"), the non-defaulting Party shall provide written notice to the Defaulting Party specifically identifying the claimed event of default and the applicable provisions of this Agreement claimed to be in default. The Defaulting Party shall immediately proceed to cure or remedy such default or breach within sixty (60) calendar days after receipt of such notice. The Parties shall meet and confer in an attempt to resolve the default but if they are not able to do so the Parties shall have the rights and remedies available at law and in equity, including injunctive relief or specific performance. Any delay by a Party in instituting or prosecuting any such actions or proceedings or otherwise asserting its rights under this Article shall not operate as a waiver of such rights. If the Town elects to consider terminating this Agreement due to an uncured default by Owner, then the Town shall give to Owner written notice of Town's intent to terminate this Agreement and the matter shall be scheduled for consideration and review by Town's legislative body at a duly noticed public meeting. Owner shall have the right to offer written and oral evidence prior to or at the time of said public meeting. If Town's legislative body determines that a material uncured default has occurred and is continuing, Town may thereafter pursue the remedy of termination through an appropriate judicial proceeding.

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

10.6. **Ethical Standards.** The Owner represents that it has not: (a) provided an illegal gift or payoff to any officer or employee of the Town, or former officer or employee of the Town, or to any relative or business entity of an officer or employee of the Town; (b) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees of bona fide commercial agencies established for the purpose of securing business; (c) breached any of the ethical standards set forth in Utah Code §§ 10-3-1301 et seq. and 67-16-3 et seq.; or (d) knowingly influenced, and hereby promises that it will not knowingly influence, any

officer or employee of the Town or former officer or employee of the Town to breach any of the ethical standards set forth in State statute or Town ordinances.

10.7. **No Officer or Employee Interest.** It is agreed that no officer or employee of the Town has or shall have any pecuniary interest, direct or indirect, in this Agreement or the proceeds resulting from the performance of this Agreement. No officer, manager, employee or member of the Owner, or any member of any such persons' families shall serve on any Town board or committee or hold any such position which either by rule, practice, or action nominates, recommends, or supervises the Owner's operations, or authorizes funding or payments to the Owner. This section does not apply to elected offices.

10.8. **Performance.** Each Party, person and/or entity governed by this Agreement shall perform its respective obligations under this Agreement in a manner that will not unreasonably or materially delay, disrupt, or inconvenience any other Party, person and/or entity governed by this Agreement, the development of any portion of the Property or the issuance of final plats, certificates of occupancy, or other approvals associated therewith. This section shall not be construed to require a Party or its representatives to provide an approval contrary to Applicable Law, regulations, or this Agreement.

10.9. **Governing Law & Venue.** This Agreement and the performance hereunder shall be governed by the laws of the State of Utah. Any action taken to enforce the provisions of this Agreement shall have exclusive venue in the Second Judicial District Court of the State of Utah.

10.10. **Third Party Rights.** The Parties to this Agreement are the Owner and Town. There are no intended third-party beneficiaries of this Agreement. The Parties acknowledge that this Agreement refers to a private development and that the Town has no interest in, responsibility for, or duty to any third parties concerning any improvements to the Property.

10.11. **Further Documentation.** This Agreement is entered into by the Parties with the recognition and anticipation that subsequent agreements, plans, profiles, engineering and other documentation implementing and carrying out the provisions of this Agreement may be necessary. The Parties agree to negotiate and act in good faith with respect to all such future items.

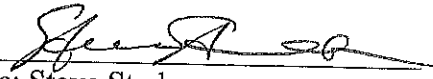
10.12. **Force Majeure.** Any prevention, delay or stoppage of the performance of any obligation under this Agreement which is due to strikes, labor disputes, inability to obtain labor, materials, equipment or reasonable substitutes therefore; acts of nature; governmental restrictions, regulations or controls; judicial orders; enemy or hostile government actions; wars, civil commotions; pandemics; fires or other casualties or other causes beyond the reasonable control of the Party obligated to perform hereunder shall excuse performance of the obligation by that Party for a period equal to the duration of that prevention, delay or stoppage.

10.13. **Relationship of Parties.** This Agreement does not create any joint venture, partnership, undertaking, business arrangement or fiduciary relationship between the Town and the Owner.

10.14. **Headings.** The headings contained in this Agreement are intended for convenience only and are in no way to be used to construe or limit the text herein.

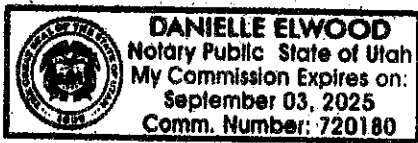
IN WITNESS WHEREOF, the Parties hereto have executed this Agreement by and through their respective duly authorized representatives as of the day and year first written above.

MCKAY MEADOWS LLC,
a Utah limited liability company

By: 
Name: Steve Starks
Its: Manager

STATE OF UTAH)
) : ss.
COUNTY OF SALT LAKE)

On this 20 day of February, 2024, personally appeared before me Steve Starks, the Manager of McKay Meadows 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 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

EXHIBIT A-1
Description of the Property

Huntsville Property

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

PART OF LOT 4, BLOCK 3, PLAT B, HUNTSVILLE SURVEY, WEBERCOUNTY, UTAH, LYING INSIDE THE CORPORATE LIMITS OF HUNTSVILLE TOWNSITE (BEING PART OF SECTION 18, TOWNSHIP 6 NORTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN) EXCEPT 0.778 ACRE DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF 2 FENCES, SAID POINT BEING THE SOUTHWEST CORNER OF SAID LOT 4, BLOCK 3, PLAT B, HUNTSVILLE TOWNSITE; THENCE NORTH 154 FEET ALONG A FENCE; THENCE EAST 220 FEET; THENCE SOUTH 154 FEET TO A FENCE; THENCE WEST 220 FEET ALONG THE SAID FENCE TO THE POINT OF BEGINNING.

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

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

Annexation Property

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

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

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

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

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

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

ANNEXATION OF MCKAY MEADOWS PARCEL #210070012

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

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

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

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

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

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

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

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

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

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

Section 1. Findings.

The Town Council hereby finds as follows:

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

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

Section 2. Annexation Approved.

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

Section 3. Annexation Agreement.

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

Section 4. Zoning Designation.

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

Section 5. Annexation Finalization.

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

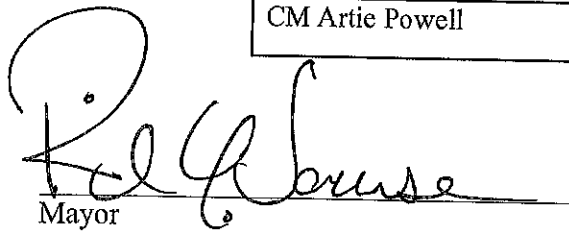
Section 6. Effective Date.

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

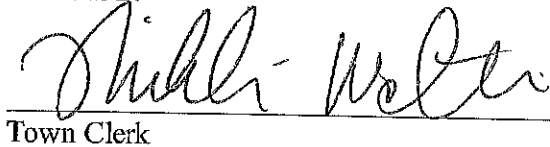
ADOPTED AND PASSED by the Town Council this 13th day of February 2024.

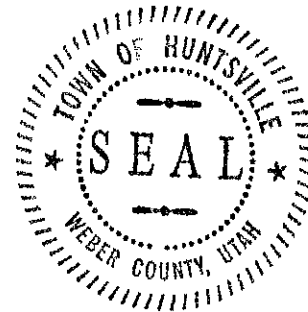
Municipal Roll Call Vote:

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


Mayor

ATTEST:

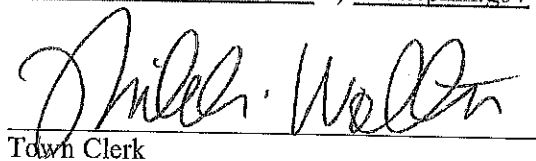

Town Clerk



RECORDED this 13 day of February, 2024.
POSTED this 27 day of February, 2024.

CERTIFICATE OF PASSAGE AND POSTING

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

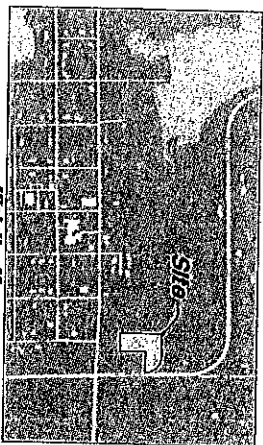
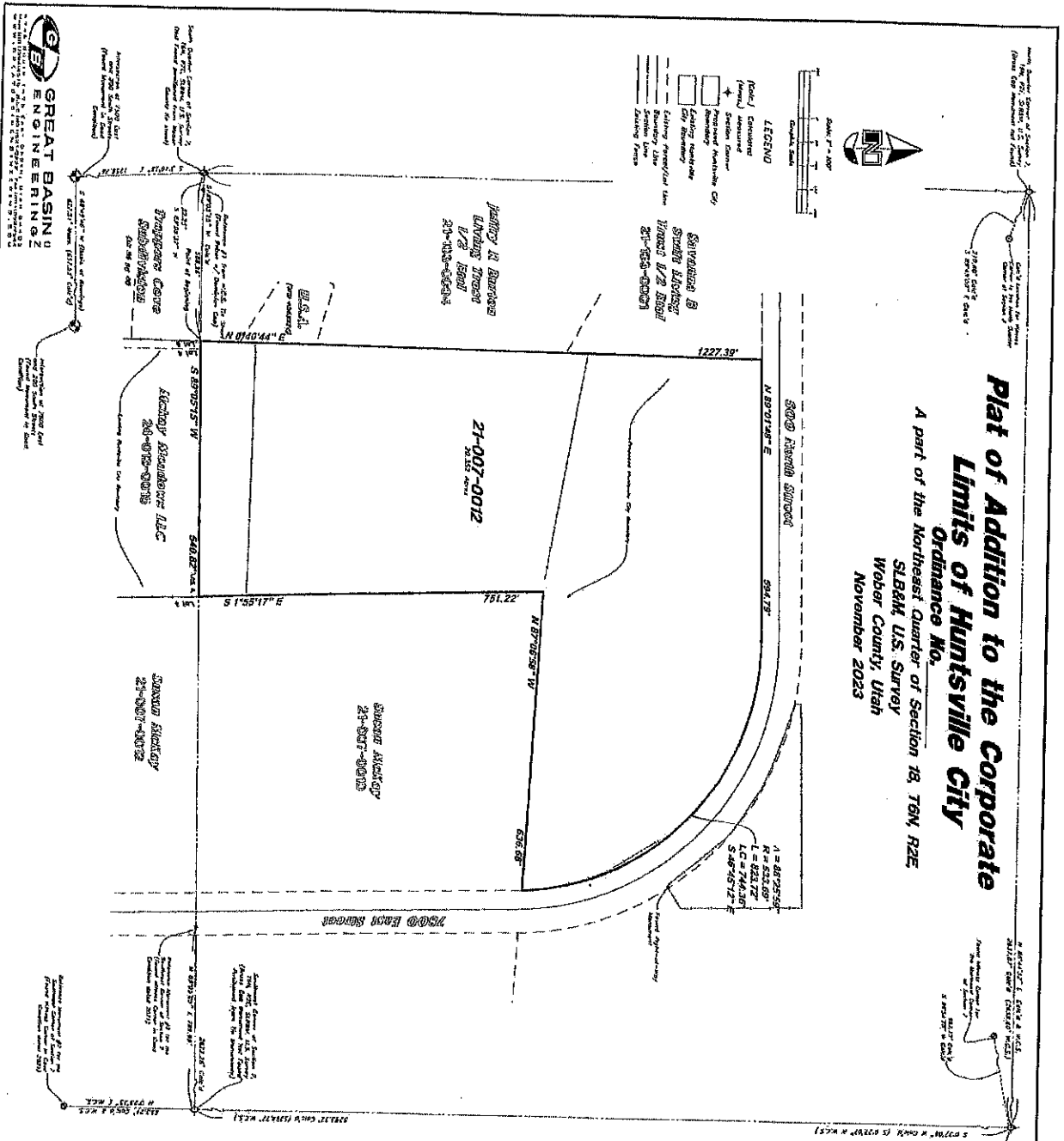

Town Clerk

DATE: 2-27-2024

EXHIBIT “A”

Annexation Plat

EXHIBIT A



SURVEYOR'S CERTIFICATE

I, Larry Henders, do hereby certify that I am a duly Licensed Professional Surveyor in the State of Utah, and that I have personally supervised and participated in the making of the above described plat, and that the same is a true and correct representation of the land and improvements thereon as shown on the ground, and that the same has been found to conform to the provisions of the Utah Surveying Act, Chapter 103A, Utah Code, and that I have signed and sealed this certificate on the day and date hereon written.

Signed this _____ day of _____, 2023.

LARRY HENDERS
 Surveyor No. _____
 Andy Robinson

HUNTSVILLE CITY APPROVALS

This is to certify that the City Council of Huntsville City, Weber County, Utah, has approved the plat of addition to the corporate limits of Huntsville City, Utah, and that the same is a true and correct representation of the land and improvements thereon as shown on the ground, and that the same has been found to conform to the provisions of the Utah Surveying Act, Chapter 103A, Utah Code, and that I have signed and sealed this certificate on the day and date hereon written.

Signed this _____ day of _____, 2023.

_____ City Recorder

BOUNDARY DESCRIPTION

Containing of the South Quarter corner of Section 2, Township 6 North, Range 2 East, T6N, R2E, S188M U.S. Survey, Weber County, Utah, and that the same is a true and correct representation of the land and improvements thereon as shown on the ground, and that the same has been found to conform to the provisions of the Utah Surveying Act, Chapter 103A, Utah Code, and that I have signed and sealed this certificate on the day and date hereon written.

Signed this _____ day of _____, 2023.

HEBER COUNTY SURVEYOR

I, _____, do hereby certify that I am a duly Licensed Professional Surveyor in the State of Utah, and that I have personally supervised and participated in the making of the above described plat, and that the same is a true and correct representation of the land and improvements thereon as shown on the ground, and that the same has been found to conform to the provisions of the Utah Surveying Act, Chapter 103A, Utah Code, and that I have signed and sealed this certificate on the day and date hereon written.

Signed this _____ day of _____, 2023.

_____ Heber County Surveyor

NAME	ADDRESS	CITY	STATE	ZIP

EXHIBIT “B”

Annexation Agreement



W3315737

After recording, please send to:

Wade R. Budge

Snell & Wilmer L.L.P.

15 West South Temple, Suite 1200

Salt Lake City, UT 84101

E# 3315737 PG 1 OF 11

Leann H. Kilts, WEBER COUNTY RECORDER

26-Feb-24 0350 PM

FEE \$40.00 DEP SD

REC FOR: SNELL & WILMER LLP

ELECTRONICALLY RECORDED

MCKAY MEADOWS ANNEXATION AND DEVELOPMENT AGREEMENT

This ANNEXATION AND DEVELOPMENT AGREEMENT (this “Agreement”) is made and entered into as of the Effective Date (defined below), by and between MCKAY MEADOWS LLC, a Utah limited liability company, (the “Owner”), and the TOWN OF HUNTSVILLE, a municipality and political subdivision of the State of Utah (the “Town”). Town and Owner are jointly referred to as the “Parties” and each individually as a “Party.”

RECITALS:

A. Owner is the owner and developer of the real property more particularly described on **Exhibit A** (the “Property”). A portion of the Property is currently located within the Town (“Huntsville Property”).

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

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

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

E. The Town Council (defined below), acting pursuant to its authority under Utah Code § 10-9a-102(2) *et seq.*, as amended, and the Town Code (defined below), and in furtherance of its land use policies, goals, objectives, ordinances, resolutions, and regulations, has elected to enter into this Agreement, conditioned upon the successful completion of the Annexation. The Town Council authorizes the mayor of the Town to execute and deliver this Agreement on behalf of the Town.

F. By this Agreement, Town and Owner confirm the Property's vested entitlements for development of the Project. The Town has determined that entering into this Agreement furthers the purposes of the Utah Municipal Land Use, Development, and Management Act, the Town's General Plan, and the Town's land use ordinances. As a result of such determination, the Town has elected to move forward with the approvals necessary to approve the development of the Project (defined below) in accordance with the terms and provisions of this Agreement. This Agreement is a "development agreement" within the meaning of and entered into pursuant to the terms of Utah Code §10-9a-102(2).

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Owner and the Town hereby agree to the following:

1. **Recitals; Definitions.**

1.1. **Recitals.** The Recitals set forth above are incorporated herein by this reference.

1.2. **Defined Terms.** Unless the context requires a different meaning, any term or phrase used in this Agreement that has its first letter capitalized has the meaning given to it by this Agreement. Certain terms and phrases are referenced below; others are defined where they appear in the text of this Agreement, including the exhibits. Any capitalized term used but not otherwise defined in this Agreement shall have the meaning ascribed to such term in the Town Code.

1.2.1. "Agreement" means this Agreement including all of its exhibits.

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

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

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

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

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

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

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

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

1.2.10. "Future Law" means the laws, ordinances, policies, standards, guidelines, directives, procedures and processing fee schedules of the Town which are

in effect after the Effective Date and may or may not be applicable as provided in Section 4.2 below.

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

1.2.12. "System Improvement" means an improvement that is designed to serve areas within the community at large and which may serve the Project as a part of the community at large.

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

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

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

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

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

If the Conditions Precedent are not satisfied within thirty (30) days from the Effective Date, then Owner or Town may elect to terminate this Agreement by delivering a notice of termination to the Town and upon the Town's receipt of such notice, this Agreement shall be terminated and neither of the Parties shall have any further obligation to the other arising out of this Agreement. The Parties acknowledge that a termination would effect a withdrawal of Owner's consent and petition for Annexation.

4. **Vested Rights and Legislative Powers**.

4.1. **Vested Rights**. As of the Effective Date, Owner has the vested right to proceed with the development of the Property in accordance with this Agreement and Applicable Law. Specifically, Owner is vested with the right to: (i) to develop and construct the up to four (4) Dwelling Units, with such rights to accessory uses as allowed under Applicable Law; (ii) connect to existing public roads; and (iii) connect to existing public infrastructure, upon the payment of generally applicable fees. The Parties specifically intend that this Agreement grants the Property "vested rights" as that term is construed in Utah's common law and pursuant to Utah Code §10-9a-509. To the maximum extent permissible under the laws of Utah and at equity, the Town and Owner intend that this Agreement be construed to grant Owner all vested rights to develop up to four (4) Dwelling Units, as described above, on the

Property in fulfillment of the terms and provisions of this Agreement and the laws and ordinances that apply to the Property as of the Effective Date of this Agreement. The Parties intend that the rights granted to Owner under this Agreement are contractual and are in addition to those rights that exist under statute, common law and at equity.

4.2. **Future Laws.** The Town's Future Laws with respect to the Project or the Property shall not apply except as follows:

4.2.1. **Owner Agreement.** Future Laws that Owner agrees in writing to the application thereof to the Project;

4.2.2. **Compliance with State and Federal Laws.** Future Laws which are generally applicable to all properties in the Town and which are required to comply with State and Federal laws and regulations affecting the Project and do not effect a taking of the right to develop the uses and the densities described in this Agreement;

4.2.3. **Safety Code Updates.** Future Laws that are updates or amendments to existing building, plumbing, mechanical, electrical, dangerous buildings, drainage, or similar construction or safety related codes, such as the International Building Code, the APWA Specifications, or by the state or federal governments and are required to meet legitimate concerns related to public health, safety or welfare;

4.2.4. **Taxes.** Taxes, or modifications thereto, so long as such taxes are lawfully imposed and charged uniformly by the Town to all properties, applications, persons and entities similarly situated; and

4.2.5. **Fees.** Changes to the amounts of fees, except for impact fees which are discussed in Section 7.3 below, for the processing of Land Use Applications that are generally applicable to all development within the Town and which are adopted pursuant to State law.

5. **Obligations.**

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

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

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

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

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

6. **Integration.** This Development Agreement contains the entire Agreement with respect to the subject matter hereof and integrates all prior conversations, discussions or understandings of whatever kind or nature between the Parties and may only be modified by a subsequent writing duly executed by the Parties hereto.

7. **Severability.** If any part or provision of the Agreement shall be adjudged unconstitutional, invalid or unenforceable by a court of competent jurisdiction, then such a decision shall not affect any other part or provision of this Agreement except that specific part or provision determined to be unconstitutional, invalid or unenforceable. If any condition, covenant or other provision of this Agreement shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

8. **Notices.**

Any notices, requests and demands required or desired to be given hereunder shall be in writing and shall be (a) served personally upon the Party for whom intended, (b) sent by nationally recognized express delivery service, or (c) if mailed, be by certified mail, return receipt requested, postage prepaid, to such Party at its address shown below. Additionally, any such notices, requests and demands may be sent by electronic mail, so long as such notice is also delivered by one of the methods described above.

To Owner:

McKay Meadows LLC
Attn: Steve Starks
10652 Iron Mountain Dr.
South Jordan, Utah 84095
Email: stevestarks@gmail.com

With a copy to:

Snell & Wilmer LLP

Attn: Wade Budge
15 West South Temple, Suite 1200
Salt Lake City, Utah 84101
Email: wbudge@swlaw.com

To the City:

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

With a copy to:

Huntsville Town
Attn: City Attorney
7381 East 200 South
Huntsville, Utah 84317

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

9. **Amendment.**

The Parties or their successors in interest may, by written agreement, choose to amend this Agreement at any time. Any amendment must be recorded in the Weber County Recorder's Office to be effective. An amendment to this Agreement need only be executed by Owner and the Town to be effective. The consent of an owner of the Property is not required to amend this Agreement.

10. **General Terms and Conditions.**

10.1. **Applicable Law.** This Agreement is entered into under and pursuant to and is to be construed and enforceable in accordance with the rules, regulations, official policies, standards and specifications applicable to the development of the Project in effect on the Effective Date, including the applicable Town Code, resolutions, state law, and federal law (the "Applicable Law").

10.2. **Termination of Agreement.** The term of this Agreement shall commence on the Effective Date of this Agreement and shall continue in full force and effect until the earlier of the following events: (i) certificates of occupancy have been issued for all Dwelling Units to be constructed in the Project, or (ii) twenty (20) years from the date on which this Agreement is recorded with the Weber County Recorder's Office; provided, however, that if Owner is not in breach of any material provisions of this Agreement when said 20-year period expires, and any portions of the Project have not been completely built-out, then this

Agreement shall automatically be extended for an additional like period or periods, until such time as all four (4) Dwelling Units are constructed (as applicable, the "Term").

10.3. **Run with the Land.** This Agreement shall be recorded against the Project. The agreements, benefits, burdens, rights and responsibilities contained herein shall be deemed to run with the land and shall be binding on and shall inure to the benefit of all successors in ownership of the Property, or portion thereof, as applicable, with respect to that portion of the Project owned by such successors in ownership. Nothing in this Agreement shall apply to residents or property owners who purchase or occupy developed lots or Dwelling Units within the Project, it being the intent of this Agreement that it governs the development of the Property, not the use by subsequent owners or residents.

10.4. **Default & Remedies.** If either the Owner or the Town fails to perform their respective obligations under the terms of this Agreement (as applicable, the "Defaulting Party"), the non-defaulting Party shall provide written notice to the Defaulting Party specifically identifying the claimed event of default and the applicable provisions of this Agreement claimed to be in default. The Defaulting Party shall immediately proceed to cure or remedy such default or breach within sixty (60) calendar days after receipt of such notice. The Parties shall meet and confer in an attempt to resolve the default but if they are not able to do so the Parties shall have the rights and remedies available at law and in equity, including injunctive relief or specific performance. Any delay by a Party in instituting or prosecuting any such actions or proceedings or otherwise asserting its rights under this Article shall not operate as a waiver of such rights. If the Town elects to consider terminating this Agreement due to an uncured default by Owner, then the Town shall give to Owner written notice of Town's intent to terminate this Agreement and the matter shall be scheduled for consideration and review by Town's legislative body at a duly noticed public meeting. Owner shall have the right to offer written and oral evidence prior to or at the time of said public meeting. If Town's legislative body determines that a material uncured default has occurred and is continuing, Town may thereafter pursue the remedy of termination through an appropriate judicial proceeding.

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

10.6. **Ethical Standards.** The Owner represents that it has not: (a) provided an illegal gift or payoff to any officer or employee of the Town, or former officer or employee of the Town, or to any relative or business entity of an officer or employee of the Town; (b) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees of bona fide commercial agencies established for the purpose of securing business; (c) breached any of the ethical standards set forth in Utah Code §§ 10-3-1301 et seq. and 67-16-3 et seq.; or (d) knowingly influenced, and hereby promises that it will not knowingly influence, any

officer or employee of the Town or former officer or employee of the Town to breach any of the ethical standards set forth in State statute or Town ordinances.

10.7. **No Officer or Employee Interest.** It is agreed that no officer or employee of the Town has or shall have any pecuniary interest, direct or indirect, in this Agreement or the proceeds resulting from the performance of this Agreement. No officer, manager, employee or member of the Owner, or any member of any such persons' families shall serve on any Town board or committee or hold any such position which either by rule, practice, or action nominates, recommends, or supervises the Owner's operations, or authorizes funding or payments to the Owner. This section does not apply to elected offices.

10.8. **Performance.** Each Party, person and/or entity governed by this Agreement shall perform its respective obligations under this Agreement in a manner that will not unreasonably or materially delay, disrupt, or inconvenience any other Party, person and/or entity governed by this Agreement, the development of any portion of the Property or the issuance of final plats, certificates of occupancy, or other approvals associated therewith. This section shall not be construed to require a Party or its representatives to provide an approval contrary to Applicable Law, regulations, or this Agreement.

10.9. **Governing Law & Venue.** This Agreement and the performance hereunder shall be governed by the laws of the State of Utah. Any action taken to enforce the provisions of this Agreement shall have exclusive venue in the Second Judicial District Court of the State of Utah.

10.10. **Third Party Rights.** The Parties to this Agreement are the Owner and Town. There are no intended third-party beneficiaries of this Agreement. The Parties acknowledge that this Agreement refers to a private development and that the Town has no interest in, responsibility for, or duty to any third parties concerning any improvements to the Property.

10.11. **Further Documentation.** This Agreement is entered into by the Parties with the recognition and anticipation that subsequent agreements, plans, profiles, engineering and other documentation implementing and carrying out the provisions of this Agreement may be necessary. The Parties agree to negotiate and act in good faith with respect to all such future items.

10.12. **Force Majeure.** Any prevention, delay or stoppage of the performance of any obligation under this Agreement which is due to strikes, labor disputes, inability to obtain labor, materials, equipment or reasonable substitutes therefore; acts of nature; governmental restrictions, regulations or controls; judicial orders; enemy or hostile government actions; wars, civil commotions; pandemics; fires or other casualties or other causes beyond the reasonable control of the Party obligated to perform hereunder shall excuse performance of the obligation by that Party for a period equal to the duration of that prevention, delay or stoppage.

10.13. **Relationship of Parties.** This Agreement does not create any joint venture, partnership, undertaking, business arrangement or fiduciary relationship between the Town and the Owner.

10.14. **Headings.** The headings contained in this Agreement are intended for convenience only and are in no way to be used to construe or limit the text herein.

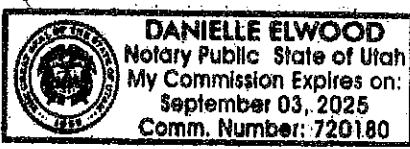
IN WITNESS WHEREOF, the Parties hereto have executed this Agreement by and through their respective duly authorized representatives as of the day and year first written above.

MCKAY MEADOWS LLC,
a Utah limited liability company

By: *[Signature]*
Name: Steve Starks
Its: Manager

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

On this 26 day of February, 2024, personally appeared before me Steve Starks, the Manager of McKay Meadows 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 Agreement on behalf of said company and who duly acknowledged to me that he/she executed the same for the purposes therein stated.



[Signature]
Notary Public

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

By: RICHARD L. SORENSEN
Name: Kel Jensen
Its: MAYOR

Attest:

Shelli Wether
Town Recorder

STATE OF UTAH)
: ss.
COUNTY OF SALT LAKE)

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

Shannon Smith
Notary Public

Approved as to Form:

Shelli Wether
Town Attorney



EXHIBIT A-1
Description of the Property

Huntsville Property

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

PART OF LOT 4, BLOCK 3, PLAT B, HUNTSVILLE SURVEY, WEBERCOUNTY, UTAH, LYING INSIDE THE CORPORATE LIMITS OF HUNTSVILLE TOWNSITE (BEING PART OF SECTION 18, TOWNSHIP 6 NORTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN) EXCEPT 0.778 ACRE DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF 2 FENCES, SAID POINT BEING THE SOUTHWEST CORNER OF SAID LOT 4, BLOCK 3, PLAT B, HUNTSVILLE TOWNSITE; THENCE NORTH 154 FEET ALONG A FENCE; THENCE EAST 220 FEET; THENCE SOUTH 154 FEET TO A FENCE; THENCE WEST 220 FEET ALONG THE SAID FENCE TO THE POINT OF BEGINNING.

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

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

Annexation Property

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

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

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

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

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

HUNTSVILLE TOWN
ORDINANCE NO. 2024-02-13

ANNEXATION OF PARCELS NOS. 211530001, 210260127, 210260072 and 211550001

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

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

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

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

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

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED by the 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 been properly posted or otherwise given.
5. That no protest has been filed in accordance with state law.
6. That the Town Council held the required Public Hearing in accordance with state law.
7. That the Town Council is the Legislative Body of the Town with authority to approve this Annexation in the form of this Ordinance and any associated documents, including the Annexation Plat.

Section 2. Annexation Approved.

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

Section 3. Annexation Agreement.

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

Section 4. Zoning Designation.

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

Section 5. Annexation Finalization.

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

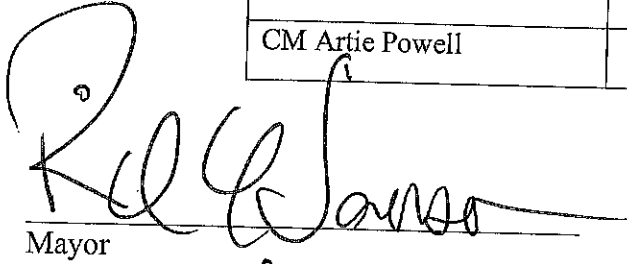
Section 6. Effective Date.

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

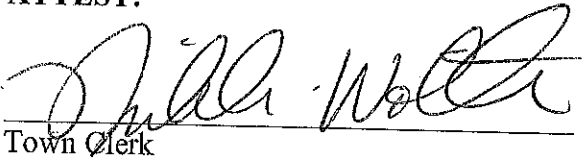
ADOPTED AND PASSED by the Town Council this 13th day of February, 2024.

Municipal Roll Call Vote:

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


Mayor

ATTEST:

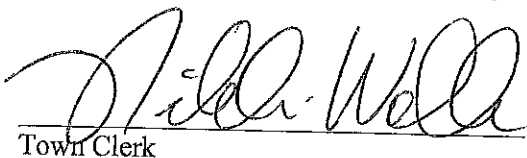

Town Clerk



RECORDED this 14 day of February, 2024.
POSTED this 22 day of February, 2024.

CERTIFICATE OF PASSAGE AND POSTING

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


Town Clerk

DATE: 02/22/2024,

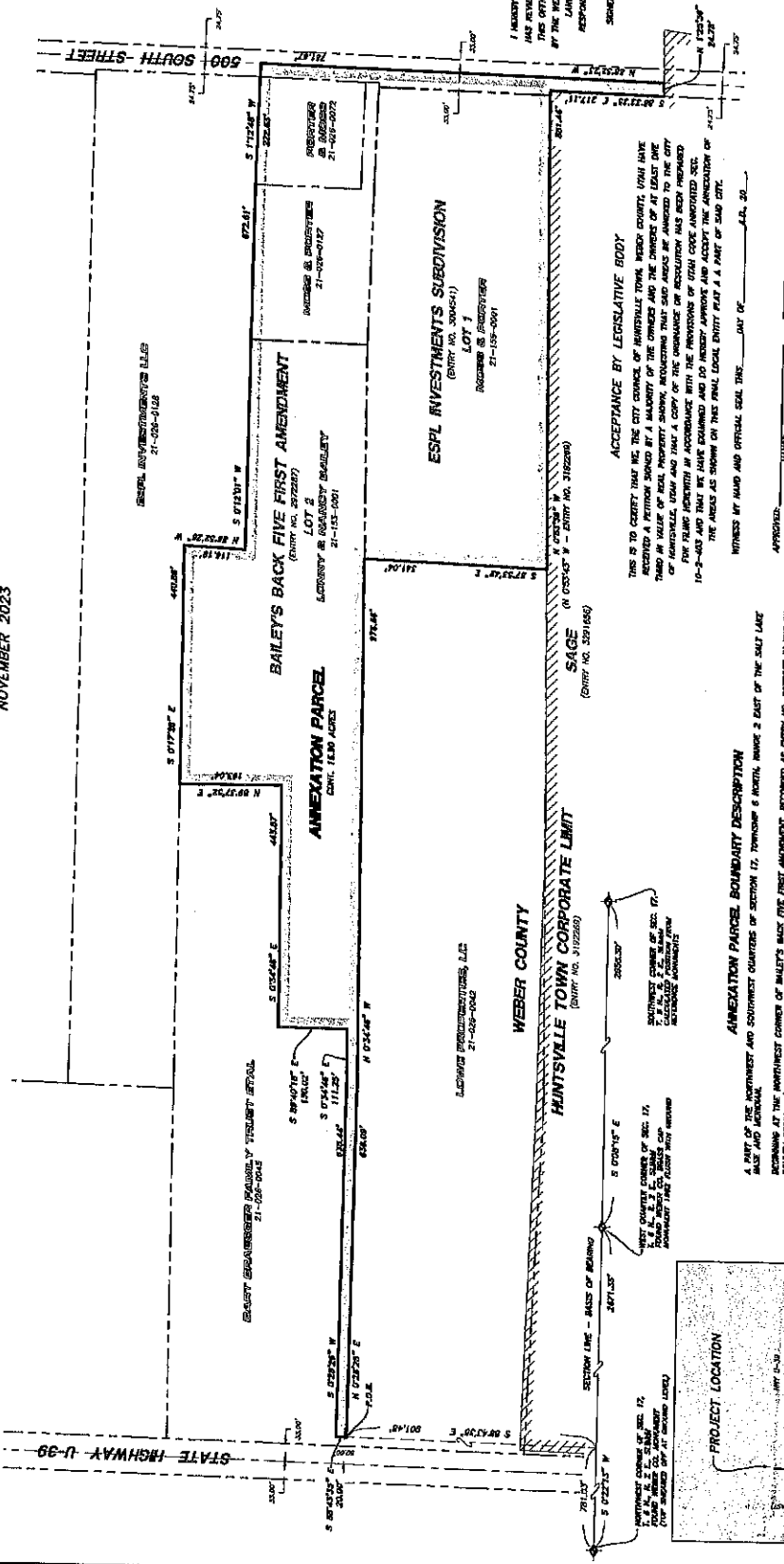
EXHIBIT “A”

Annexation Plat

THE CORPORATE LIMITS OF HUNTSTVILLE TOWN ANNEXATION PLAT ORDINANCE NO.

A PART OF THE NORTHWEST & SOUTHWEST QUARTERS OF SECTION 17, TOWNSHIP 6 NORTH, RANGE 2 EAST, SALT LAKE BASE & MERIDIAN NOVEMBER 2023

PLAT OF ADDITION TO



WEBER COUNTY SURVEYOR

I HEREBY CERTIFY THAT THE WEBER COUNTY SURVEYOR'S OFFICE HAS REVIEWED THIS PLAT AND ALL CONDITIONS FOR APPROVAL BY THIS OFFICE HAVE BEEN SATISFIED. THE APPROVAL OF THIS PLAT BY THE LAND SURVEYOR DOES NOT RELIEVE THE LICENSEE RESPONSIBILITY AND/OR LIABILITIES ASSOCIATED THEREWITH.

SIGNED THIS _____ DAY OF _____, 2023.

ACCEPTANCE BY LEGISLATIVE BODY

THIS IS TO CERTIFY THAT THE CITY COUNCIL OF HUNTSTVILLE TOWN, WEBER COUNTY, UTAH, HAS REVIEWED AND APPROVED THE SUBDIVISION OF THE LANDS DESCRIBED IN THIS PLAT AND HAS ORDERED THE CITY ENGINEER TO RECORD THIS PLAT AND THAT A COPY OF THE ORDINANCE OF APPROVAL HAS BEEN FILED WITH THE CLERK OF THE COUNTY CLERK'S OFFICE IN ACCORDANCE WITH THE PROVISIONS OF UTAH CODE ANnotated 19-2-403 AND THAT WE HAVE EXAMINED AND DO HEREBY APPROVE AND ACCEPT THE ANNEXATION OF THE AREAS AS SHOWN ON THIS FINAL LOCAL ENTRY PLAT AS A PART OF SAID CITY.

WITNESS MY HAND AND OFFICIAL SEAL THIS _____ DAY OF _____, 2023.

ANNEXATION PARCEL BOUNDARY DESCRIPTION

A PART OF THE NORTHWEST AND SOUTHWEST QUARTERS OF SECTION 17, TOWNSHIP 6 NORTH, RANGE 2 EAST OF THE SALT LAKE BASE AND MERIDIAN BEGINNING AT THE NORTHWEST CORNER OF MALEY'S BACK FIVE FIRST AMENDMENT, RECORDED AS ENTRY NO. 307438 IN THE BOOKS OF THE DEEDS AND RECORDS OF THE COUNTY OF KANE, STATE OF UTAH; THENCE NORTH 89° 02' 24" WEST 202.21 FEET TO THE WEST LINE OF SAID SECTION AND 801.48 FEET SOUTH 89° 45' 25" WEST TO THE CORNER OF SAID SECTION 17;

THENCE SOUTH 89° 45' 25" WEST 202.21 FEET TO THE SOUTH CORNER OF SAID SECTION 17; THENCE SOUTH 89° 45' 25" WEST 202.21 FEET TO THE WEST LINE OF SAID SECTION AND 801.48 FEET SOUTH 89° 45' 25" WEST TO THE CORNER OF SAID SECTION 17;

THENCE SOUTH 89° 45' 25" WEST 202.21 FEET TO THE SOUTH CORNER OF SAID SECTION 17; THENCE SOUTH 89° 45' 25" WEST 202.21 FEET TO THE WEST LINE OF SAID SECTION AND 801.48 FEET SOUTH 89° 45' 25" WEST TO THE CORNER OF SAID SECTION 17;

THENCE SOUTH 89° 45' 25" WEST 202.21 FEET TO THE SOUTH CORNER OF SAID SECTION 17; THENCE SOUTH 89° 45' 25" WEST 202.21 FEET TO THE WEST LINE OF SAID SECTION AND 801.48 FEET SOUTH 89° 45' 25" WEST TO THE CORNER OF SAID SECTION 17;

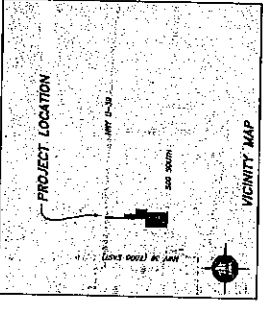
WEBER COUNTY RECORDER	ENTRY NO.	FILED FOR RECORD AND
RECORDED	INDEXED	FILED FOR RECORD AND
RECORDED	INDEXED	FILED FOR RECORD AND
RECORDED	INDEXED	FILED FOR RECORD AND
RECORDED	INDEXED	FILED FOR RECORD AND

SURVEYOR'S CERTIFICATE

I, ROGER C. SLADE, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR IN THE STATE OF UTAH IN ACCORDANCE WITH TITLE 48, CHAPTER 24, PROFESSIONAL GEOLOGICAL SURVEYING AND MAPPING ACT. I HAVE CONDUCTED A SURVEY OF THE PROPERTY DESCRIBED ON THIS PLAT IN ACCORDANCE WITH UTAS 48-2-101. I AM AWARE OF THE TIME, TAKE, AND ACCURACY CLASS OF THE SURVEY OF LAND TO BE ANNEXED AND HUNTSTVILLE TOWN, WEBER COUNTY, UTAH.

SIGNED THIS 5TH DAY OF FEBRUARY, 2023.

ROGER C. SLADE, PLS
UTAH LAND SURVEYOR LICENSE NO. 113882



HANSEN & ASSOCIATES, INC.
Geotechnical Engineers and Land Surveyors
530 Main Street, Provo, Utah 84602
801-726-4400 (OFFICE) 801-726-4401 (CELL)
hansen@hansenandassociates.com
www.hansenandassociates.com

EXHIBIT “B”

Annexation Agreement

BAILEY/PORTER/MOSS ANNEXATION AND DEVELOPMENT AGREEMENT

This ANNEXATION AND DEVELOPMENT AGREEMENT (this "Agreement") is made and entered into as of the Effective Date (defined below), by and between Lonny and Nancy Bailey, and Laurie Porter and Sanford Moss, (the Owners) and the TOWN OF HUNTSVILLE, a municipality and political subdivision of the State of Utah (the "Town"). Town and Owners are jointly referred to as the "Parties" and each individually as a "Party."

RECITALS:

- A. Owner is the owner and developer of the real property more particularly described on **Exhibit A** (the "Property"). The Property is currently located in Unincorporated Weber County.
- B. Owner has submitted a petition to annex the Property into the Town. The petition is for Weber County Tax Parcel Nos. 21-153-0001, 21-155-0001, 21-026-0127, and 21-026-0072 (collectively, the "Annexation Property"). The Town accepted the petition on January 4, 2024. The statutorily-required hearing on the petition is scheduled for February 13, 2024 before the Town Council (defined below).
- C. Concurrently with or after the approval of this Agreement, the Annexation Property will be annexed into the Town and after the Annexation is completed, the Property will be both subject to and benefitted by this Agreement. The Annexation Property will be annexed into the Town's Agricultural Zone (A-3).
- D. The Town Council (defined below), acting pursuant to its authority under Utah Code § 10-9a-102(2) *et seq.*, as amended, and the Town Code (defined below), and in furtherance of its land use policies, goals, objectives, ordinances, resolutions, and regulations, has elected to enter into this Agreement, conditioned upon the successful completion of the Annexation. The Town Council authorizes the mayor of the Town to execute and deliver this Agreement on behalf of the Town.
- E. By this Agreement, Town and Owner confirm the Property's vested entitlements for development of the Project. The Town has determined that entering into this Agreement furthers the purposes of the Utah Municipal Land Use, Development, and Management Act, the Town's General Plan, and the Town's land use ordinances. As a result of such determination, the Town has elected to move forward with the approvals necessary to approve the development of the Project (defined below) in accordance with the terms and provisions of this Agreement. This Agreement is a "development agreement" within the meaning of and entered into pursuant to the terms of Utah Code §10-9a-102(2).

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Owner and the Town hereby agree to the following:

1. **Recitals; Definitions.**

1.1. **Recitals.** The Recitals set forth above are incorporated herein by this reference.

1.2. **Defined Terms.** Unless the context requires a different meaning, any term or phrase used in this Agreement that has its first letter capitalized has the meaning given to it by this Agreement. Certain terms and phrases are referenced below; others are defined where they appear in the text of this Agreement, including the exhibits. Any capitalized term used but not otherwise defined in this Agreement shall have the meaning ascribed to such term in the Town Code.

1.2.1. "Agreement" means this Agreement including all of its exhibits.

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

1.2.3. "Applicable Law" has the meaning set forth in Subsection 10.1.

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

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

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

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

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

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

1.2.10. "Future Law" means the laws, ordinances, policies, standards, guidelines, directives, procedures, and processing fee schedules of the Town which are in effect after the Effective Date and may or may not be applicable as provided in Section 4.2 below.

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

1.2.12. "System Improvement" means an improvement that is designed to serve areas within the community at large and which may serve the Project as a part of the community at large.

1.2.13. "Term" has the meaning set forth in Subsection 10.2 below.

2. **Effective Date.** This Agreement is effective as of [Date] (the "Effective Date").

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

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

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

If the Conditions Precedent are not satisfied within thirty (30) days from the Effective Date, then Owners or Town may elect to terminate this Agreement by delivering a notice of termination to the Town and upon the Town's receipt of such notice, this Agreement shall be terminated and neither of the Parties shall have any further obligation to the other arising out of this Agreement. The Parties acknowledge that a termination would effect a withdrawal of Owners' consent and petition for Annexation.

4. **Vested Rights and Legislative Powers.**

4.1. **Vested Rights.** As of the Effective Date, Owners have the vested right to proceed with any development of the Property in accordance with this Agreement and Applicable Law. Specifically, Owners are vested with the right to: (i) subdivide, but any subdivision must adhere to the Town code at the time of subdivision, specifically the required frontage on a recognized Town or public street in the A-3 Zone; and (ii) connect to existing public infrastructure, upon the payment of generally applicable fees. The Parties specifically intend that this Agreement grants the Property "vested rights" as that term is construed in Utah's common law and pursuant to Utah Code §10-9a-509. The Parties intend that the rights granted to Owners under this Agreement are contractual and are in addition to those rights that exist under statute, common law and at equity.

4.2. **Future Laws.** The Town's Future Laws with respect to the Project or the Property shall not apply except as follows:

4.2.1. **Owner Agreement.** Future Laws that Owner agrees in writing to the application thereof to the Project;

4.2.2. **Compliance with State and Federal Laws.** Future Laws which are generally applicable to all properties in the Town and which are required to comply with State and Federal laws and regulations affecting the Project and do not effect a taking of the right to develop the uses and the densities described in this Agreement;

4.2.3. **Safety Code Updates.** Future Laws that are updates or amendments to existing building, plumbing, mechanical, electrical, dangerous buildings,

drainage, or similar construction or safety related codes, such as the International Building Code, the APWA Specifications, or by the state or federal governments and are required to meet legitimate concerns related to public health, safety or welfare;

4.2.4. Taxes. Taxes, or modifications thereto, so long as such taxes are lawfully imposed and charged uniformly by the Town to all properties, applications, persons and entities similarly situated; and

4.2.5. Fees. Changes to the amounts of fees, except for impact fees which are discussed in Section 7.3 below, for the processing of Land Use Applications that are generally applicable to all development within the Town and which are adopted pursuant to State law.

5. **Obligations**.

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

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

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

6. **Integration**. This Development Agreement contains the entire Agreement with respect to the subject matter hereof and integrates all prior conversations, discussions or understandings of whatever kind or nature between the Parties and may only be modified by a subsequent writing duly executed by the Parties hereto.

7. **Severability**. If any part or provision of the Agreement shall be adjudged unconstitutional, invalid or unenforceable by a court of competent jurisdiction, then such a decision shall not affect any other part or provision of this Agreement except that specific part or provision determined to be unconstitutional, invalid or unenforceable. If any condition, covenant or other provision of this Agreement shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

8. **Notices.**

Any notices, requests and demands required or desired to be given hereunder shall be in writing and shall be (a) served personally upon the Party for whom intended, (b) sent by nationally recognized express delivery service, or (c) or if mailed, be by certified mail, return receipt requested, postage prepaid, to such Party at its address shown below. Additionally, any such notices, requests and demands may be sent by electronic mail, so long as such notice is also delivered by one of the methods describe above.

To Owners:

Lonny and Nancy Bailey
P O Box 174
Huntsville, UT 84317
Email: baileyfarm1838@gmail.com

Sanford Moss and Laurie Porter
P O Box 331
Huntsville, UT 84317
Email: sanfordmoss@yahoo.com

To the City:

Huntsville Town
7381 East 200 South
PO Box 267
Huntsville, Utah 84317
Email: clerk@huntsvilletown.com

With a copy to:

Huntsville Town
Attn: City Attorney
7381 East 200 South
Huntsville, Utah 84317

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

9. **Amendment.**

The Parties or their successors in interest may, by written agreement, choose to amend this Agreement at any time. Any amendment must be recorded in the Weber County Recorder's Office to be effective. An amendment to this Agreement need only be executed by Owner and the Town to be effective. The consent of an owner of the Property is not required to amend this Agreement.

10. **General Terms and Conditions.**

10.1. **Applicable Law.** This Agreement is entered into under and pursuant to and is to be construed and enforceable in accordance with the rules, regulations, official policies, standards and specifications applicable to the development of the Project in effect on the Effective Date, including the applicable Town Code, resolutions, state law, and federal law (the "Applicable Law").

10.2. **Termination of Agreement.** The term of this Agreement shall commence on the Effective Date of this Agreement and shall continue in full force and effect until twenty (20) years from the date on which this Agreement is recorded with the Weber County Recorder's Office; provided, however, that if Owners are not in breach of any material provisions of this Agreement when said 20-year period expires, and any portions of this Annexation Property have not been sub-divided, then this Agreement shall automatically be extended for an additional like period or periods, until such time as the Annexation Property may be subdivided per Town code (as applicable, the "Term").

10.3. **Run with the Land.** This Agreement shall be recorded against the Annexation Property. The agreements, benefits, burdens, rights and responsibilities contained herein shall be deemed to run with the land and shall be binding on and shall inure to the benefit of all successors in ownership of the Annexation Property, or portion thereof, as applicable, with respect to that portion of the Project owned by such successors in ownership. Nothing in this Agreement shall apply to residents or property owners who purchase or occupy developed lots or Dwelling Units within the Project, it being the intent of this Agreement that it governs the development of the Property, not the use by subsequent owners or residents.

10.4. **Default & Remedies.** If either the Owners or the Town fail to perform their respective obligations under the terms of this Agreement (as applicable, the "Defaulting Party"), the non-defaulting Party shall provide written notice to the Defaulting Party specifically identifying the claimed event of default and the applicable provisions of this Agreement claimed to be in default. The Defaulting Party shall immediately proceed to cure or remedy such default or breach within sixty (60) calendar days after receipt of such notice. The Parties shall meet and confer in an attempt to resolve the default but if they are not able to do so the Parties shall have the rights and remedies available at law and in equity, including injunctive relief or specific performance. Any delay by a Party in instituting or prosecuting any such actions or proceedings or otherwise asserting its rights under this Article shall not operate as a waiver of such rights. If the Town elects to consider terminating this Agreement due to an uncured default by Owner, then the Town shall give to Owner written notice of Town's intent to terminate this Agreement and the matter shall be scheduled for consideration and review by Town's legislative body at a duly noticed public meeting. Owner shall have the right to offer written and oral evidence prior to or at the time of said public meeting. If Town's legislative body determines that a material uncured default has occurred and is continuing, Town may thereafter pursue the remedy of termination through an appropriate judicial proceeding.

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

10.6. **Ethical Standards.** The Owners represents that it has not: (a) provided an illegal gift or payoff to any officer or employee of the Town, or former officer or employee of the Town, or to any relative or business entity of an officer or employee of the Town; (b) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees of bona fide commercial agencies established for the purpose of securing business; (c) breached any of the ethical standards set forth in Utah Code §§ 10-3-1301 et seq. and 67-16-3 et seq.; or (d) knowingly influenced, and hereby promises that it will not knowingly influence, any officer or employee of the Town or former officer or employee of the Town to breach any of the ethical standards set forth in State statute or Town ordinances.

10.7. **No Officer or Employee Interest.** It is agreed that no officer or employee of the Town has or shall have any pecuniary interest, direct or indirect, in this Agreement or the proceeds resulting from the performance of this Agreement. No officer, manager, employee or member of the Owner, or any member of any such persons' families shall serve on any Town board or committee or hold any such position which either by rule, practice, or action nominates, recommends, or supervises the Owner's operations, or authorizes funding or payments to the Owner. This section does not apply to elected offices.

10.8. **Performance.** Each Party, person and/or entity governed by this Agreement shall perform its respective obligations under this Agreement in a manner that will not unreasonably or materially delay, disrupt, or inconvenience any other Party, person and/or entity governed by this Agreement, the development of any portion of the Property or the issuance of final plats, certificates of occupancy, or other approvals associated therewith. This section shall not be construed to require a Party or its representatives to provide an approval contrary to Applicable Law, regulations, or this Agreement.

10.9. **Governing Law & Venue.** This Agreement and the performance hereunder shall be governed by the laws of the State of Utah. Any action taken to enforce the provisions of this Agreement shall have exclusive venue in the Second Judicial District Court of the State of Utah.

10.10. **Third Party Rights.** The Parties to this Agreement are the Owners and Town. There are no intended third-party beneficiaries of this Agreement. The Parties acknowledge that this Agreement refers to a private development and that the Town has no interest in, responsibility for, or duty to any third parties concerning any improvements to the Property.

Agreement may be necessary. The Parties agree to negotiate and act in good faith with respect to all such future items.

10.12. **Force Majeure.** Any prevention, delay or stoppage of the performance of any obligation under this Agreement which is due to strikes, labor disputes, inability to obtain labor, materials, equipment or reasonable substitutes therefore; acts of nature; governmental restrictions, regulations or controls; judicial orders; enemy or hostile government actions; wars, civil commotions; pandemics; fires or other casualties or other causes beyond the reasonable control of the Party obligated to perform hereunder shall excuse performance of the obligation by that Party for a period equal to the duration of that prevention, delay or stoppage.

10.13. **Relationship of Parties.** This Agreement does not create any joint venture, partnership, undertaking, business arrangement or fiduciary relationship between the Town and the Owners.

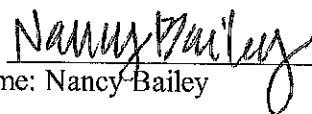
10.14. **Headings.** The headings contained in this Agreement are intended for convenience only and are in no way to be used to construe or limit the text herein.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement by and through their respective duly authorized representatives as of the day and year first written above.

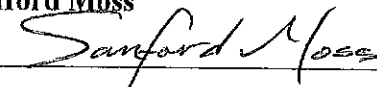
Lonny Bailey

By: 
Name: Lonny Bailey

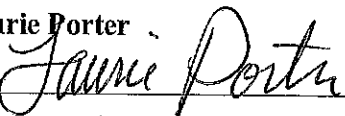
Nancy Bailey

By: 
Name: Nancy-Bailey

Sanford Moss

By: 
Name: Sanford Moss

Laurie Porter

By: 
Name: Laurie Porter

STATE OF UTAH)
 : SS.
COUNTY OF SALT LAKE)

On this 10th day of February, 2024, personally appeared before me Lonny Bailey, Nancy Bailey, Sanford Moss, and Laurie Porter, whose identities are personally known to me, or proven on the basis of satisfactory evidence, to be the persons who executed the Agreement on behalf of the Owners and who duly acknowledged to me that he/she executed the same for the purposes therein stated.



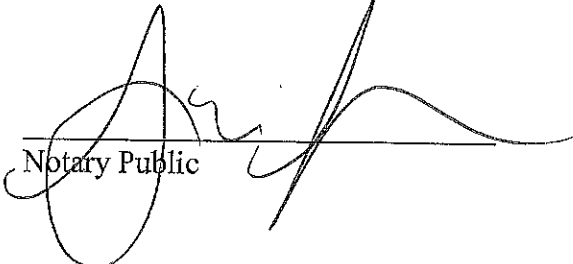

Notary Public

EXHIBIT A
Description of the Property

Annexation Property

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

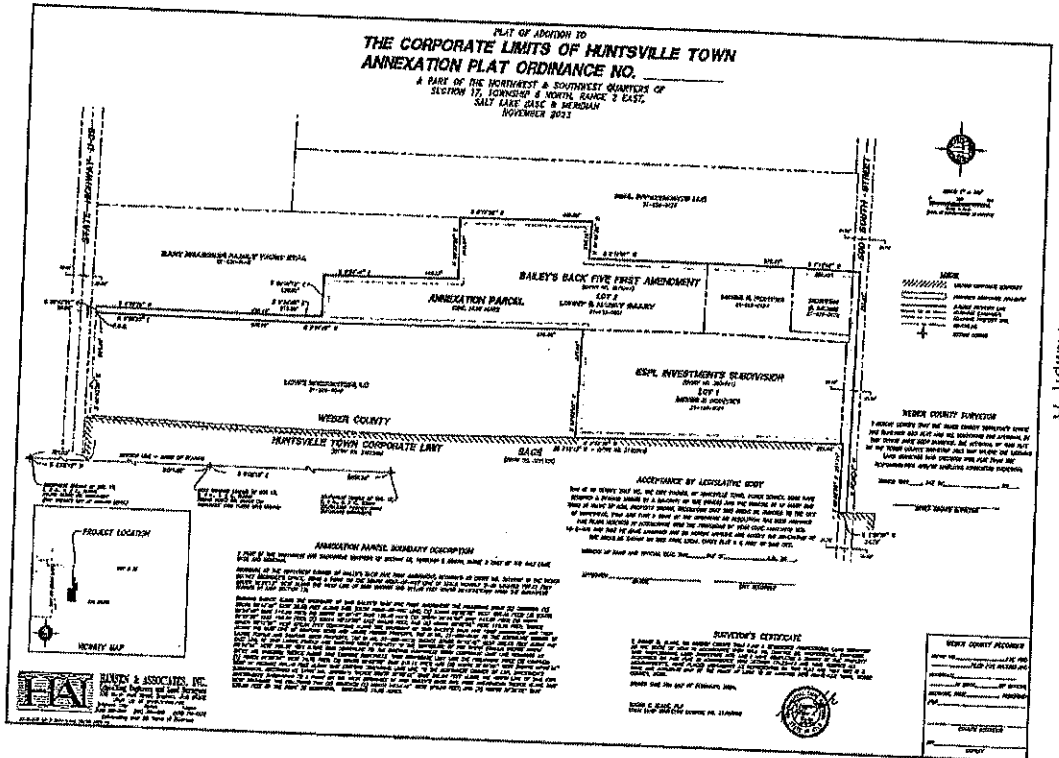


Exhibit A

HUNTSVILLE TOWN
RESOLUTION 2024-02-13

INTENT TO ANNEX CERTAIN UNINCOPORATED AREA

A RESOLUTION OF HUNTSVILLE TOWN, UTAH, INTENDING TO ANNEX
CERTAIN UNINCORPORATED LAND CONTIGUIOUS TO THE TOWN
RECEIVING TOWN SERVICES.

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

WHEREAS, the Town desires to annex certain unincorporated lands contiguous to the Town where the Town currently provides services;

WHEREAS, Tile 10, Chapter 2, Part 4 provides the process for the Town to annex unincorporated lands without a petition initiated by a resolution intending to annex;

WHEREAS, the Town Council is the legislative body and held its regular meeting on February 13, 2024, to consider this Resolution;

NOW, THEREFORE, BE IT RESOLVED by the Town Council of Huntsville Town as follows:

Section 1: Intent. The Town Council hereby intends to annex the area set forth in the Annexation Map in Exhibit "A" attached hereto and incorporated herein by this reference.

Section 2: Further Actions Authorized. The Town Clerk and town personnel are hereby authorized and directed to take all actions required or advisable to be taken preparatory to formal action by the Town Council on the proposed annexation.

Section 3: Effective Date. This Resolution shall become effective immediately upon its execution.

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

HUNTSVILLE TOWN:

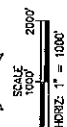
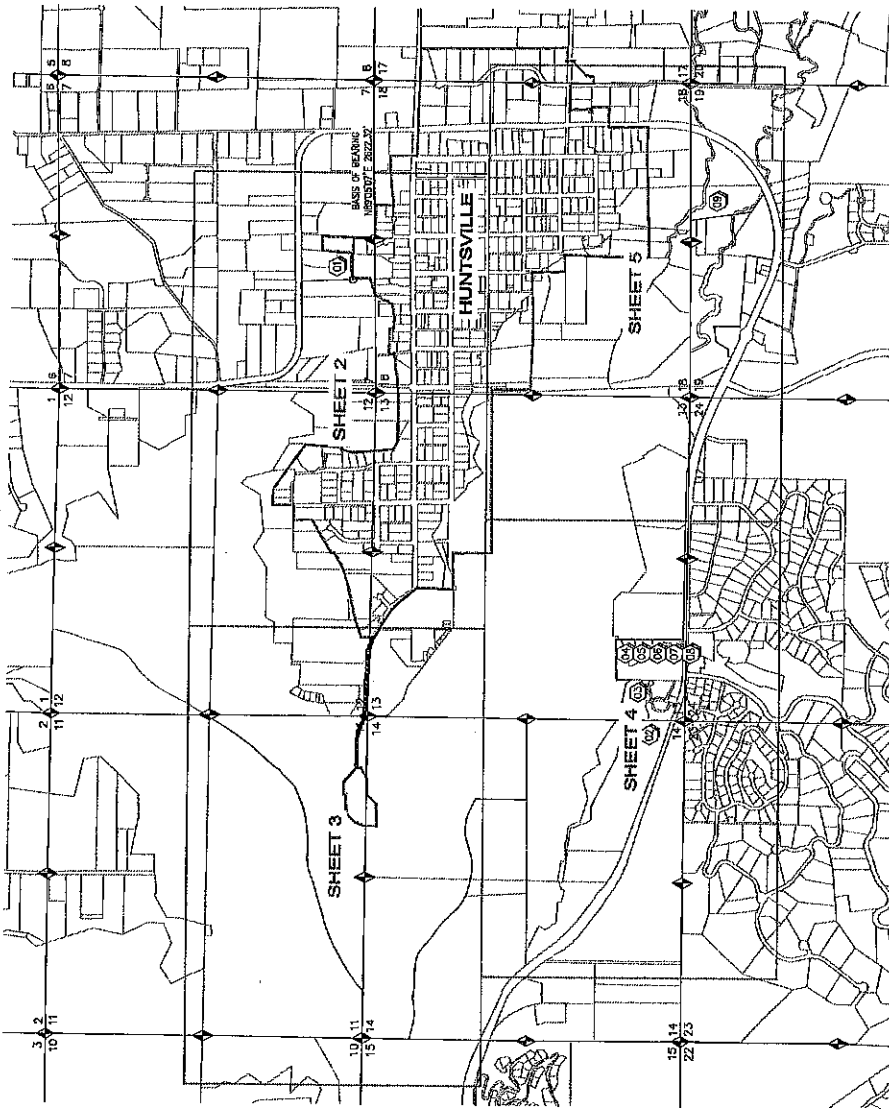
Kil G. Jansen
Mayor

ATTEST:

[Signature]
Town Clerk



Annexation to the corporate limits of Huntsville Town - Ordinance # _____
FOREST SERVICE LAND ANNEXATION TO HUNTSVILLE TOWN
IN THE S1/2 OF SEC 11, THE S1/2 OF SEC 12, SEC 13, THE N1/2 OF SEC 14,
& THE NE1/4 OF SEC 24, OF T6N R1E SLB&M ALSO IN THE SW1/4 OF SEC 7,
THE W1/2 OF SEC 18, & THE N1/2 OF SEC 19, OF T6N R2E SLB&M
WEBER COUNTY, UTAH



LEGAL DESCRIPTION

Commencing at the North quarter corner of Section 18, Township 6 North, Range 2 East, Salt Lake Base & Meridian (Beacon Station of Section 18, Township 6 North, Range 2 East, Salt Lake Base & Meridian) bearing S 89°20'52\"/>

APPROVAL BY LEGISLATIVE BODY
HUNTSVILLE TOWN COUNCIL APPROVES THE ANNEXMENT
TO ITS CITY BOUNDARY AS SHOWN AND DESCRIBED
 HEREON.

 DE _____ 20____
 ATTEST

CITY RECORDER
CITY SURVEYOR APPROVAL
 I hereby certify that the Weber County Surveyor's office has reviewed this plat and its conditions as shown on this date, have been satisfied. The approval of this plat by the Weber County Surveyor's office does not constitute a warranty or guarantee of the accuracy of the measurements and/or relative measurements thereon.
 Signed this _____ day of _____ 20____

RECORDER
 REC'D COUNTY SURVEYOR
 REC'D DEPT. OF SURVEY - MARIAN MARTIN
 REC'D 109-84(0)10, 100-45-4-240

- NARRATIVE**
- THE PURPOSE OF THIS PLAT IS TO PROVIDE AN ACCURATE GRAPHIC ILLUSTRATION OF THE CHANGE TO THE REFERENCED TRACT, THE BASIS OF RECORDS FOR THIS SURVEY IS AS NOTED BETWEEN THE NORTH QUARTER AND THE NORTHEAST CORNER OF SECTION 18.
- THIS PLAT WAS PREPARED FROM RECORD INFORMATION ONLY. MEASUREMENTS WERE NOT VERIFIED IN THE FIELD.
- REFERENCES**
- (1) 90-043 FAMILY DREAMS SUBDIVISION
 - (2) 6702 RECORD OF SURVEY - MARIAN MARTIN
 - (3) 90-043 DECEMBER BEACH RESORT PHASE 3
 - (4) 90-043 JANUARY BEACH RESORT PHASE 11
 - (5) 92-091 LAKESIDE VILLAGE PHASE 10
 - (6) 92-091 LAKESIDE VILLAGE PHASE 11
 - (7) 92-091 LAKESIDE VILLAGE PHASE 12
 - (8) 92-091 LAKESIDE VILLAGE PHASE 13
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 - (93) 92-091 LAKESIDE VILLAGE PHASE 98
 - (94) 92-091 LAKESIDE VILLAGE PHASE 99
 - (95) 92-091 LAKESIDE VILLAGE PHASE 100
- PLAT PREPARED: JANUARY 28, 2024

SURVEYOR CERTIFICATE

I, ROBERT L. ANDERSON, A PROFESSIONAL LAND SURVEYOR LICENSED UNDER UTAH CODE 36-22, HOLDING LICENSE NUMBER 780728, DO HEREBY CERTIFY THAT THIS LOCAL ENTRY PLAT, PREPARED BY ME AND SUBMITTED TO THE CITY SURVEYOR'S OFFICE FOR REVIEW UNDER MY DIRECTION, AND SHOWN HEREON, IS A TRUE AND CORRECT REPRESENTATION OF SAID FINAL LOCAL ENTRY PLAT.

REV. NO.	0	FINAL DRAFT	1/28/24
DATE			01/28/24

SUNRISE ENGINEERING
 2400 NORTH MAIN STREET
 SALT LAKE CITY, UT 84143
 (801) 488-8888

FINAL LOCAL ENTRY PLAT
FOREST SERVICE LAND ANNEXATION
TO HUNTSVILLE TOWN

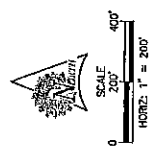
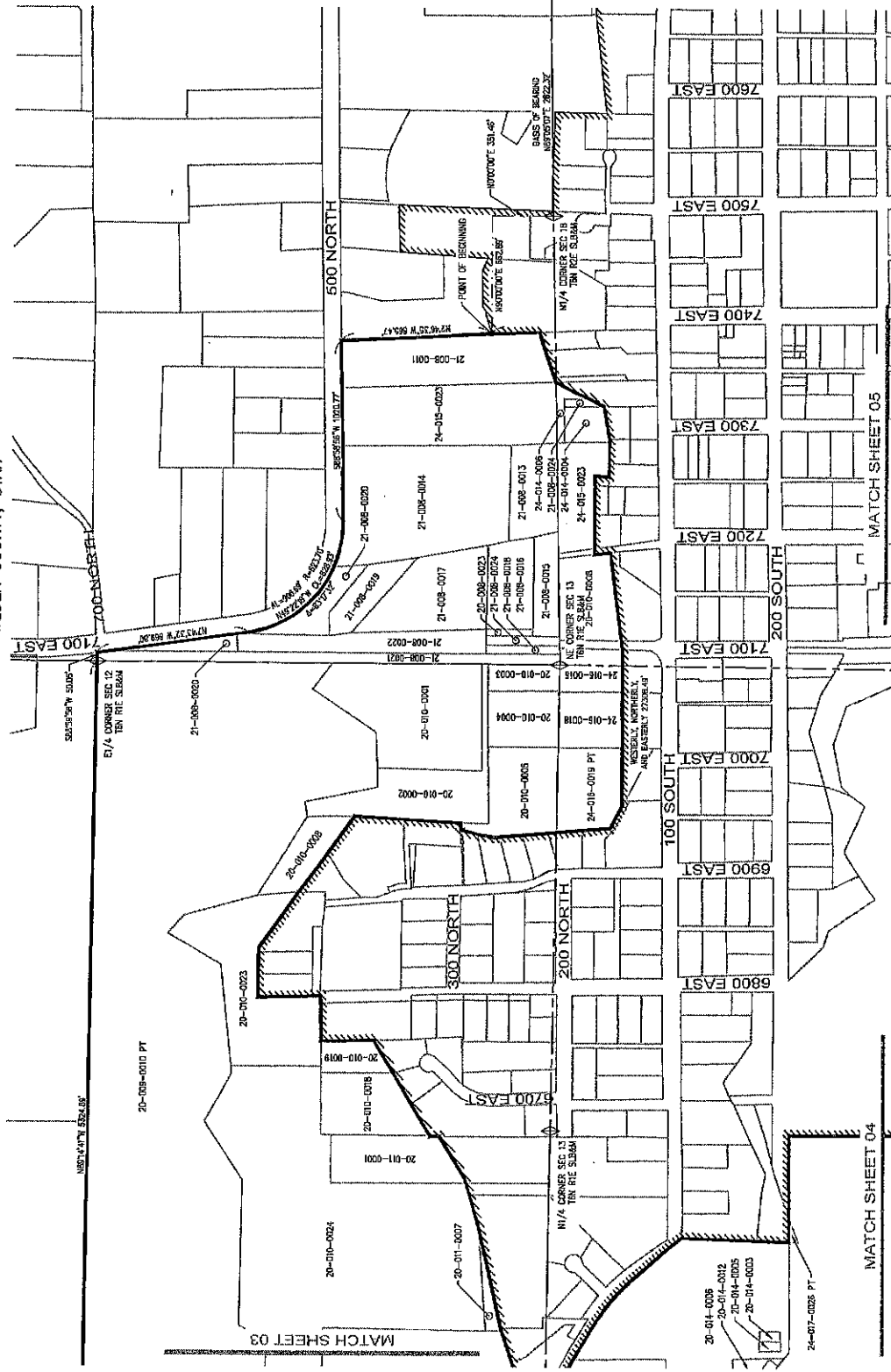
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SHEET NO.	24-001	TOTAL SHEETS	24-001

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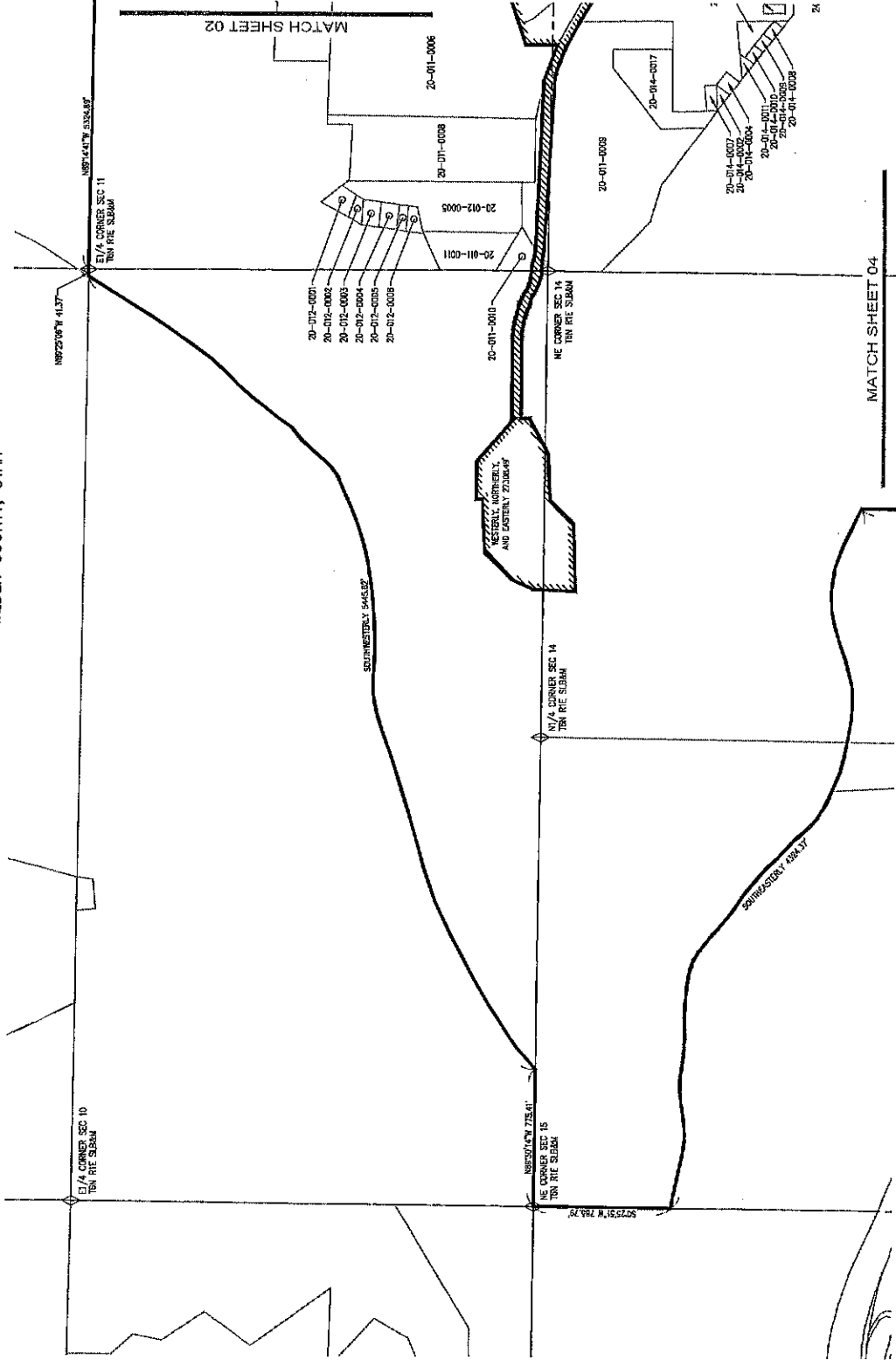
Annexation to the corporate limits of Huntsville Town - Ordinance # _____
 FOREST SERVICE LAND ANNEXATION TO HUNTSVILLE TOWN
 IN THE S1/2 OF SEC 11, THE S1/2 OF SEC 12, SEC 13, THE N1/2 OF SEC 14,
 & THE NE1/4 OF SEC 24, OF T6N R1E SLB&M ALSO IN THE SW1/4 OF SEC 7,
 THE W1/2 OF SEC 18, & THE N1/2 OF SEC 19, OF T6N R2E SLB&M
 WEBER COUNTY, UTAH



- LINE LEGEND**
- ANNEXATION BOUNDARY LINE
 - OTHER PROPERTY LINE
 - EASEMENT LINE
 - SECTION LINE
 - RIGHT OF WAY LINE
 - SURVEY TIE LINE
 - CITY BOUNDARY

REV NO.	FINAL DRAFT	DATE	1/2/24
SUNRISE ENGINEERING & SURVEYING 7100 SOUTH MAIN STREET SUITE 100 HUNTSVILLE, UTAH 84303 TEL: 435-562-3234 FAX: 435-563-6697 WWW.SUNRISE-ENG.COM			
FINAL LOCAL ENTITY PLAT FOREST SERVICE LAND ANNEXATION TO HUNTSVILLE TOWN			
LOT NO.	SHEET NO.	DATE	24-001
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LINE LEGEND

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- CITY BOUNDARY

PLAT NO.	0	ORIGINAL DATE	1/21/24
COUNTY	WEBER	DATE	

SUNRISE ENGINEERING
 1001 WEST MAIN STREET
 HUNTSVILLE, UTAH 84303
 TEL: 435.252.3754 FAX: 435.252.3757

FINAL LOCAL ENTRY PLAT
 FOREST SERVICE LAND ANNEXATION
 TO HUNTSVILLE TOWN

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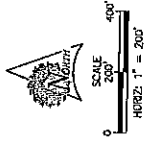
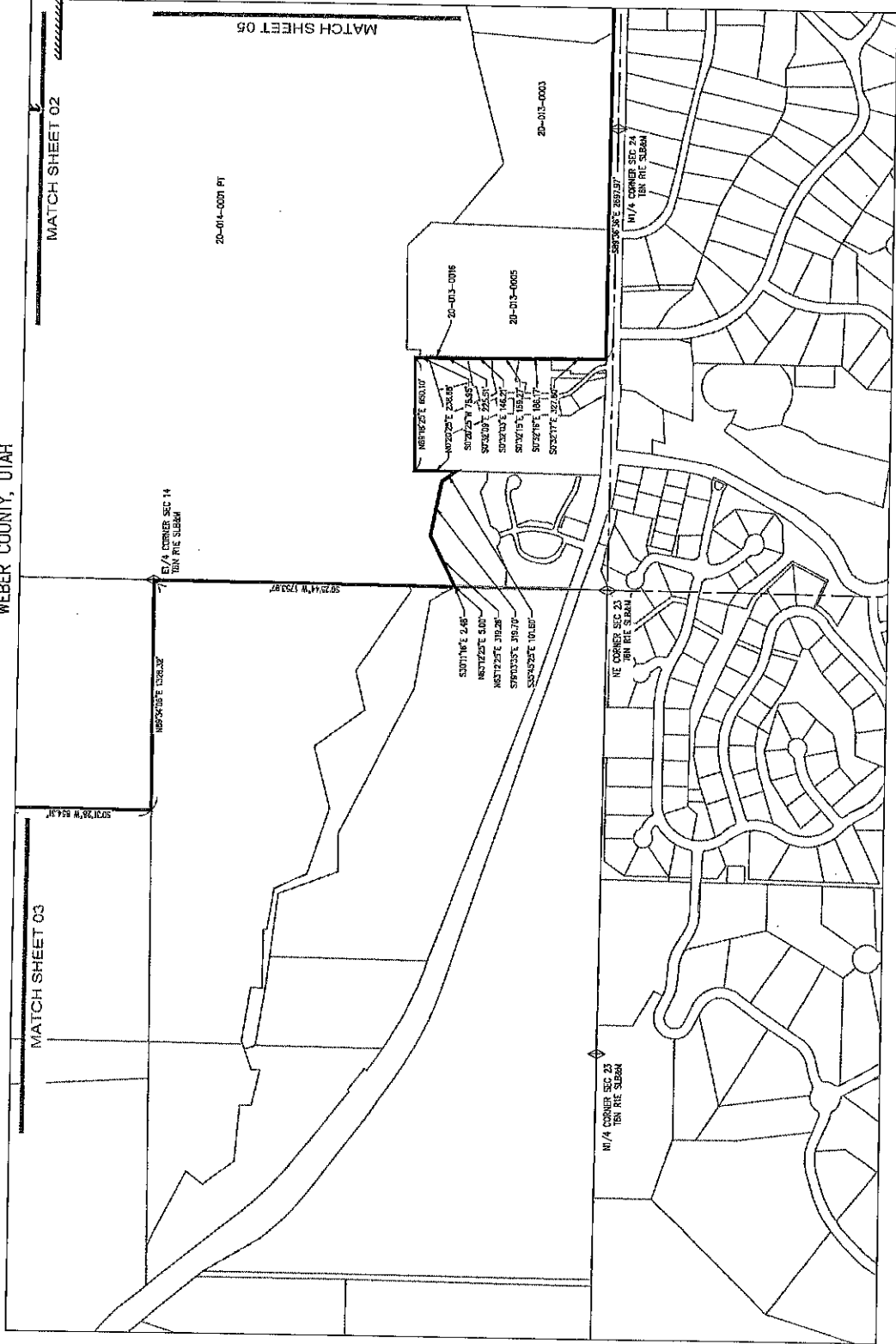
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 — SUB-SECTION LINE
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 - - - - - CITY BOUNDARY

NO. 7
 DATE 1/22/24

NO. 7
 DATE 1/22/24

NO. 7
 DATE 1/22/24

SUNRISE ENGINEERING

Professional Engineer
 License No. 4842
 State of Utah

PROJECT NO. 24-001

DATE 1/22/24

24-001

2024

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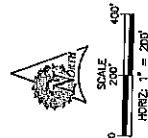
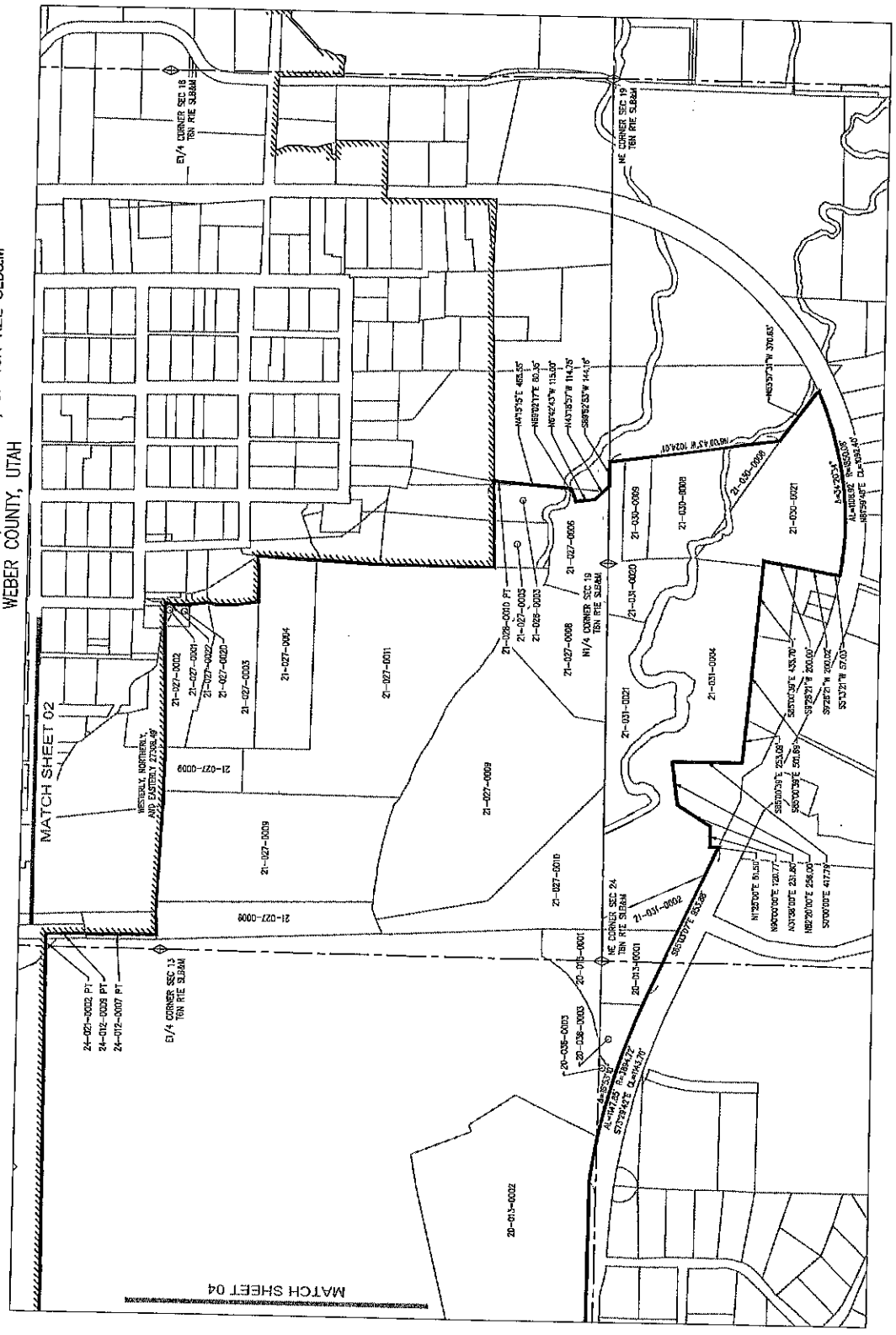
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FINAL LOCAL ENTITY PLAN
 FOREST SERVICE LAND ANNEXATION
 TO HUNTSVILLE TOWN

RECORDED:
 STATE OF UTAH, COUNTY OF WEBER, RECORDED AND
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DATE TIME BOOK PAGE
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- SECTION LINE
- CITY BOUNDARY

FINAL PLAT	1/22/24
DATE	
SUNRISE ENGINEERING	
DAWN M. SMITH PROFESSIONAL ENGINEER 1000 S. 1000 E. SUITE 100 HUNTSVILLE, UTAH 84303 TEL: 435-545-1000 FAX: 435-545-1007	
FINAL LOCAL ENTITY PLAT FOREST SERVICE LAND ANNEXATION TO HUNTSVILLE TOWN	
BY AND FOR THE	DATE
00000	24-001
RECORDED	FILED AT THE REQUEST OF
STATE OF UTAH COUNTY OF WEBER, RECORDED AND	
DATE: TIME: BOOK: PAGE:	
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Platted by Dawn M. Smith, Professional Engineer, No. 48562, State of Utah, Exp. 12/31/25. Final Plat No. 24-001, 1/22/24.

**HUNTSVILLE TOWN
ORDINANCE 2024-2-13C**

FRANCHISE AMENDMENTS AND COMCAST

AN ORDINANCE ADOPTING CHAPTER 8.9 TO BE ENTITLED “FRANCHISE FEES”; ADOPTING THE FRANCHISE AGREEMENT WITH COMCAST; SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Huntsville Town (“Town” or “Franchiser”) is a municipal corporation, duly organized and existing under the laws of the State of Utah;

WHEREAS, Comcast (“Franchisee”) is a corporation that provides certain services as set forth in the Franchise Agreement;

WHEREAS, *Utah Code Annotated* §10-8-84 and §10-8-60 allow municipalities in the State of Utah to exercise certain police powers and nuisance abatement powers, including but not limited to providing for safety and preservation of health, promotion of prosperity, improve community well-being, peace and good order for the inhabitants of the Town;

WHEREAS, *Utah Code Annotated* §10-8-11 authorizes the Town to “regulate the use of streets, alleys, avenues, sidewalks, crosswalks, parks and public grounds, prevent and remove obstructions and encroachments thereon . . .”

WHEREAS, Franchisee desires to construct and operate a franchise within the public right-of-way within the Town who is the Franchiser;

WHEREAS, the public interest is served by the Franchise Agreement adopted and incorporated herein;

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

Section 1: **Adoption.** Chapter 8.9 of the *Huntsville Town Municipal Code* is hereby adopted to read as follows:

**CHAPTER 8.9
FRANCHISE FEES**

8.9. Franchise Fees.

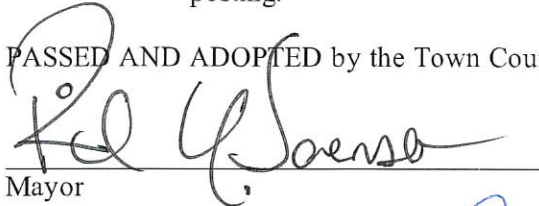
In consideration for use of the public right-of way, the Town shall negotiate and implement a franchise fee as set forth in each franchise agreement with a specific franchisee. Any franchise fees generated by this Section shall be deposited and expended as part of the Town’s General Fund.

Section 2: **Agreement.** The Mayor is authorized to negotiate, finalize, and execute the terms of the Franchise Agreement with Comcast hereby adopted and incorporated herein by this reference as set forth in Exhibit “A” attached hereto as an uncodified ordinance.

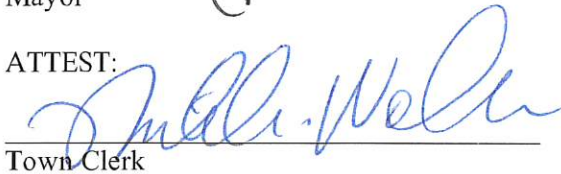
Section 3: Severability. If a Court of competent jurisdiction determines that any part of this Ordinance is unconstitutional or invalid, then such portion of this Ordinance, or specific application of this Ordinance, shall be severed from the remainder, which remainder shall continue in full force and effect.

Section 4: Effective date. This Ordinance takes effect immediately upon mayoral approval and posting.

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



Mayor

ATTEST:


Town Clerk

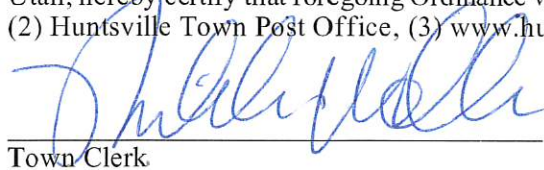


RECORDED this 14 day of February, 2024.

PUBLISHED OR POSTED this ____ day of _____, 2024.

CERTIFICATE OF PASSAGE AND PUBLICATION OR POSTING

In accordance with Utah Code Annotated §10-3-713, 1953 as amended, I, the Town Clerk of Huntsville, Utah, hereby certify that foregoing Ordinance was duly passed and published or posted at: 1) Town Hall (2) Huntsville Town Post Office, (3) www.huntsvilletown.com (4) www.pmn.gov.



Town Clerk

DATE: _____,

Exhibit A

**FRANCHISE AGREEMENT
BETWEEN
HUNTSVILLE TOWN
AND
COMCAST OF UTAH II, INC.**

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FRANCHISE AGREEMENT

This Franchise Agreement (hereinafter, the "Agreement" or "Franchise Agreement") is made between Huntsville Town (hereinafter, "Town" as Franchising Authority and Grantor), Comcast of Utah II, Inc. (hereinafter, "Grantee").

The Town, having determined that the financial, legal, and technical ability of the Grantee is reasonably sufficient to provide the services, facilities, and equipment necessary to meet the future cable-related needs of the community, desires to enter into this Franchise Agreement with the Grantee for the construction, operation and maintenance of a Cable System on the terms and conditions set forth herein.

SECTION 1 - Definition of Terms

For the purpose of this Franchise Agreement, capitalized terms, phrases, words, and abbreviations shall have the meanings ascribed to them in the Cable Communications Policy Act of 1984, as amended from time to time, 47 U.S.C. §§ 521 et seq. (the "Cable Act"), unless otherwise defined herein.

1.1. "Basic Service" is the level of programming service which includes, at a minimum, all Broadcast Channels and any additional Programming added by the Grantee, and is made available to all Cable Services Subscribers in the Franchise Area.

1.2. "Customer" means a Person or user of the Cable System who lawfully receives Cable Service therefrom with the Grantee's express permission.

1.3. "Effective Date" means the date on which all persons necessary to sign this Agreement in order for it to be binding on both parties have executed this Agreement as indicated on the signature page(s), unless a specific date is otherwise provided in the "Term" section herein.

1.4. "FCC" means the Federal Communications Commission, or successor governmental entity thereto.

1.5. "Franchise" means the initial authorization, or renewal thereof, issued by the Franchising Authority, whether such authorization is designated as a franchise, agreement, permit, license, resolution, contract, certificate, ordinance or otherwise, which authorizes the construction and operation of the Cable System.

1.6. "Franchise Agreement" or "Agreement" shall mean this Agreement and any amendments or modifications hereto.

1.7. "Franchise Area" means the present legal boundaries of the Town as of the Effective Date, and shall also include any additions thereto, by annexation or other legal means.

1.8. "Franchising Authority" means the Town or the lawful successor, transferee, designee, or assignee thereof.

1.9. "Grantee" shall Comcast of Utah II, Inc.

1.10. "Gross Revenue" means the Cable Service revenue derived by the Grantee from the operation of the Cable System in the Franchise Area to provide Cable Services, calculated in accordance with generally accepted accounting principles (GAAP). Cable Service revenue includes monthly basic, premium and pay-per-view video fees, advertising and home shopping revenue, installation fees and equipment rental fees. Gross Revenue shall not include refundable deposits, bad debt, late fees, investment income, programming launch support payments, advertising sales commissions, nor any taxes, fees or assessments imposed or assessed by any governmental authority.

1.11. "Person" means any natural person or any association, firm, partnership, joint venture, corporation, or other legally recognized entity, whether for-profit or not-for profit, but shall not mean the Town.

1.12. "Public Way" shall mean the surface of, and the space above and below, any public street, highway, freeway, bridge, land path, alley, court, boulevard, sidewalk, way, lane, public way, drive, circle or other public right-of-way, including, but not limited to, public utility easements, dedicated utility strips, or easements dedicated for compatible uses and any temporary or permanent fixtures or improvements located thereon now or hereafter held by the Town in the Franchise Area, which shall entitle the Town and the Grantee to the use thereof for the purpose of installing, operating, repairing, and maintaining the Cable System. Public Way shall also mean any easement now or hereafter held by the Town within the Franchise Area for the purpose of public travel, or for utility or public service use dedicated for compatible uses, and shall include other easements or rights-of-way as shall within their proper use and meaning entitle the Town and the Grantee to the use thereof for the purposes of installing, operating, and maintaining the Grantee's Cable System over poles, wires, cables, conductors, ducts, conduits, vaults, manholes, amplifiers, appliances, attachments, and other property as may be ordinarily necessary and pertinent to the Cable System.

SECTION 2 - Grant of Authority

2.1. The Town hereby grants to the Grantee a nonexclusive Franchise authorizing the Grantee to construct and operate a Cable System in the Public Ways within the Franchise Area, and for that purpose to erect, install, construct, repair, replace, reconstruct, maintain, or retain in any Public Way such poles, wires, cables, conductors, ducts, conduits, vaults, manholes, pedestals, amplifiers, appliances, attachments, and other related property or equipment as may be necessary or appurtenant to the Cable System, and to provide such services over the Cable System as may be lawfully allowed.

2.1.1. Subject to federal and state preemption, the provisions of this Franchise constitute a valid and enforceable contract between the parties. The material terms and conditions contained in this Franchise may not be unilaterally altered by the

Town through subsequent amendment to any ordinance, rule, regulation, or other enactment of the Town, except in the lawful exercise of the Franchising Authority's police power.

2.1.2. Notwithstanding any other provision of this Franchise, Grantee reserves the right to challenge provisions of any ordinance, rule, regulation, or other enactment of the Town that conflicts with its contractual rights under this Franchise, either now or in the future.

2.2. Term of Franchise.

The term of the Franchise granted hereunder shall be Ten (10) years, commencing upon the Effective Date of the Franchise, unless the Franchise is renewed or is lawfully terminated in accordance with the terms of this Franchise Agreement and the Cable Act.

2.3. Renewal.

Any renewal of this Franchise shall be governed by and comply with the provisions of Section 626 of the Cable Act, as amended.

Should the Franchise expire without a mutually agreed upon renewed Franchise Agreement and Grantee and Town are engaged in an informal or formal renewal process, the Franchise shall continue on a month-to-month basis, with the same terms and conditions as provided in the Franchise, and the Grantee and Town shall continue to comply with all obligations and duties under the Franchise.

2.4. Reservation of Authority.

Nothing in this Franchise Agreement shall: (i) abrogate the right of the Town to perform any public works or public improvements of any description, (ii) be construed as a waiver of any codes or ordinances of general applicability promulgated by the Town, or (iii) be construed as a waiver or release of the rights of the Town in and to the Public Ways.

SECTION 3 – Construction and Maintenance of the Cable System

3.1. Permits and General Obligations.

The Grantee shall be responsible for obtaining, at its own cost and expense, all generally applicable permits, licenses, or other forms of approval or authorization necessary to construct, operate, maintain or repair the Cable System, or any part thereof, prior to the commencement of any such activity. Construction, installation, and maintenance of the Cable System shall be performed in a safe, thorough and reliable manner using materials of good and durable quality. All transmission and distribution structures, poles, other lines, and equipment installed by the Grantee for use in the Cable System in accordance with the terms and conditions of this Franchise Agreement shall be

located so as to minimize the interference with the proper use of the Public Ways and the rights and reasonable convenience of property owners who own property that adjoins any such Public Way. Grantee agrees to conduct its operation and maintenance in accordance with any applicable Town codes. Any damage to other utilities, including Town facilities, by Grantee under this Franchise Agreement shall be restored and/or repaired at the sole expense of Grantee acceptable to Town. For restoration, the restoration shall be made reasonably comparable to the original condition.

3.2. Conditions of Street Occupancy.

3.2.1. New Grades or Lines.

If the grades or lines of any Public Way within the Franchise Area are lawfully changed at any time during the term of this Franchise Agreement, then the Grantee shall, upon reasonable advance written notice from the Town (which shall not be less than ten (10) business days) and at its own cost and expense, protect or promptly alter or relocate the Cable System, or any part thereof, so as to conform with any such new grades or lines. If public funds, other than Town, are available to any other user of the Public Way for the purpose of defraying the cost of any of the foregoing, the Town shall notify Grantee of such funding and make available such funds to the Grantee.

3.2.2. Relocation at request of Third Party.

The Grantee shall, upon reasonable prior written request of any Person holding a permit issued by the Town to move any structure, temporarily move its wires to permit the moving of such structure; provided: (i) the Grantee may impose a reasonable charge on any Person for the movement of its wires, and such charge may be required to be paid in advance of the movement of its wires; and (ii) the Grantee is given not less than ten (10) business days advance written notice to arrange for such temporary relocation.

3.2.3. Restoration of Public Ways.

If in connection with the construction, operation, maintenance, or repair of the Cable System, the Grantee disturbs, alters, or damages any Public Way, the Grantee agrees that it shall at its own cost and expense replace and restore any such Public Way to a condition reasonably comparable to the condition of the Public Way existing immediately prior to the disturbance.

3.2.4. Safety Requirements.

The Grantee shall, at its own cost and expense, undertake all necessary and appropriate efforts to maintain its work sites in a safe manner in order to prevent failures and accidents that may cause damage, injuries or nuisances. All work undertaken on the Cable System shall be performed in substantial accordance with applicable FCC or other federal and state regulations. The Cable System shall not unreasonably endanger or interfere with the safety of Persons or property in the Franchise Area.

3.2.5. Trimming of Trees and Shrubbery.

The Grantee shall have the authority to trim trees or other natural growth overhanging any of its Cable System in the Franchise Area so as to prevent contact with the Grantee's wires, cables, or other equipment. All such trimming shall be done at the Grantee's sole cost and expense. The Grantee shall be responsible for any damage caused by such trimming.

3.2.6. Aerial and Underground Construction.

At the time of Cable System construction, if all of the transmission and distribution facilities of all of the respective public or municipal utilities in any area of the Franchise Area are underground, the Grantee shall place its Cable Systems' transmission and distribution facilities underground, provided that such underground locations are actually capable of accommodating the Grantee's cable and other equipment without technical degradation of the Cable System's signal quality. If infrastructure exists for transmission and distribution facilities to be installed aerially and the Town requests aerial installation, the Grantee shall place its Cable Systems' transmission and distribution facilities aerially, provided that such aerial locations are actually capable of accommodating the Grantee's cable and other equipment without technical degradation of the Cable System's signal quality. In any region(s) of the Franchise Area where the transmission or distribution facilities of the respective public or municipal utilities are both aerial and underground, the Grantee shall have the discretion to construct, operate, and maintain all of its transmission and distribution facilities, or any part thereof, aerially or underground. Nothing in this Section shall be construed to require the Grantee to construct, operate, or maintain underground any ground-mounted appurtenances such as customer taps, line extenders, system passive devices, amplifiers, power supplies, pedestals, or other related equipment.

3.2.7. Undergrounding and Beautification Projects.

In the event all users of the Public Way relocate aerial facilities underground as part of an undergrounding or neighborhood beautification project, Grantee shall participate in the planning for relocation of its aerial facilities contemporaneously with other utilities. Grantee's relocation costs shall be included in any computation of necessary project funding by the municipality or private parties. Grantee shall be entitled to reimbursement of its relocation costs from public or private funds raised for the project and made available to other users of the Public Way.

3.3. Extensions of the Cable System

Nothing in this Agreement requires Grantee to build to all areas of the Town. Grantee retains the discretion to determine the scope, location, and timing of the design and construction of its network, as well as the windows during which residential Subscribers may enroll for services, so long as such decisions are consistent with this Section. Grantee, at its sole discretion, may determine separately defined geographic areas within the Franchise Area where its System will be deployed, services will be offered, or facilities will be upgraded.

SECTION 4 - Service Obligations

4.1. Programming.

The Grantee shall offer to all Customers a diversity of video programming services.

4.2. No Discrimination.

The Grantee shall not discriminate or permit discrimination between or among any Persons in the availability of Cable Services or other services provided in connection with the Cable System in the Franchise Area. It shall be the right of all Persons to receive all available services provided on the Cable System so long as such Person's financial or other obligations to the Grantee are satisfied. Nothing contained herein shall prohibit the Grantee from offering bulk discounts, promotional discounts, package discounts, or other such pricing strategies as part of its business practice.

4.3. New Developments.

The Town shall provide the Grantee with written notice of the issuance of building or development permits for planned developments within the Franchise Area requiring undergrounding of cable facilities. The Town agrees to require the developer, as a condition of issuing the permit, to give the Grantee access to open trenches for deployment of cable facilities and at least ten (10) business days written notice of the date of availability of open trenches. Notwithstanding the foregoing, the Grantee shall not be required to utilize any open trench.

SECTION 5 - Fees and Charges to Customers

5.1. All rates, fees, charges, deposits and associated terms and conditions to be imposed by the Grantee or any affiliated Person for any Cable Service as of the Effective Date shall be in accordance with applicable FCC's rate regulations. Before any new or modified rate, fee, or charge is imposed, the Grantee shall follow the applicable FCC notice requirements and rules and notify affected Customers, which notice may be by any means permitted under applicable law.

SECTION 6 - Customer Service Standards; Customer Bills and Privacy Protection

6.1. Customer Service Standards.

The Franchising Authority hereby adopts the customer service standards set forth in Part 76, §76.309 of the FCC's rules and regulations, as amended. The Grantee shall comply in all respects with the customer service requirements established by the FCC.

6.2. Customer Bills.

Customer bills shall be designed in such a way as to present the information contained therein clearly and comprehensibly to Customers, and in a way that: (i) is not misleading, and (ii) does not omit material information. Notwithstanding anything to the contrary in Section 6.1, above, the Grantee may, in its sole discretion, consolidate costs on Customer bills as may otherwise be permitted by Section 622(c) of the Cable Act (47 U.S.C. §542(c)).

6.3. Privacy Protection.

The Grantee shall comply with all applicable federal and state privacy laws, including Section 631 of the Cable Act and regulations adopted pursuant thereto.

SECTION 7 - Oversight and Regulation by Franchising Authority

7.1. Franchise Fees.

The Grantee shall pay to the Town a franchise fee in an amount equal to five percent (5%) of annual Gross Revenues received from the operation of the Cable System to provide Cable Service in the Franchise Area; provided, however, that Grantee shall not be compelled to pay any higher percentage of franchise fees than any other video service provider providing service in the Franchise Area. The payment of franchise fees shall be made on an annual basis and shall be due forty-five (45) days after the close of each calendar year. Each franchise fee payment shall be accompanied by a report prepared by a representative of the Grantee showing the basis for the computation of the Franchise Fees paid during that period.

7.2. Franchise Fees Subject to Audit.

7.2.1. Upon reasonable prior written notice, during normal business hours at Grantee's principal business office, the Town shall have the right to inspect the Grantee's financial records used to calculate the Town's franchise fees; provided, however, that any such inspection shall take place within two (2) years from the date the Town receives such payment, after which period any such payment shall be considered final.

7.2.2. Upon the completion of any such audit by the Town, the Town shall provide to the Grantee a final report setting forth the Town's findings in detail, including any and all substantiating documentation. In the event of an alleged underpayment, the Grantee shall have thirty (30) days from the receipt of the report to provide the Town with a written response agreeing to or refuting the results of the audit, including any substantiating documentation. Based on these reports and responses, the parties shall agree upon a "Finally Settled Amount." For purposes of this Section, the term "Finally Settled Amount(s)" shall mean the agreed upon underpayment, if any, to the Town by the Grantee as a result of any such audit. If the parties cannot agree on a "Final Settlement Amount," the parties shall submit the dispute to a mutually agreed upon mediator within sixty (60) days of reaching an impasse. In the event an agreement is not reached at mediation, either party may bring an action to have the disputed amount determined by a court of law.

7.2.3. Any “Finally Settled Amount(s)” due to the Town as a result of such audit shall be paid to the Town by the Grantee within thirty (30) days from the date the parties agree upon the “Finally Settled Amount.” Once the parties agree upon a Finally Settled Amount and such amount is paid by the Grantee, the Town shall have no further rights to audit or challenge the payment for that period. The Town shall bear the expense of its audit of the Grantee’s books and records.

7.3. Oversight of Franchise.

In accordance with applicable law, the Town shall have the right on active work sites, or where a problem exists and in the presence of Grantee’s employee after requesting Grantee to be present to inspect the construction and maintenance of the Cable System in the Franchise Area as necessary to monitor Grantee’s compliance with the provisions of this Franchise Agreement.

7.4. Technical Standards.

The Grantee shall comply with all applicable technical standards of the FCC as published in subpart K of 47 C.F.R. § 76. To the extent those standards are altered, modified, or amended during the term of this Franchise, the Grantee shall comply with such altered, modified or amended standards within a reasonable period after such standards become effective. The Town shall have, upon written request, the right to obtain a copy of tests and records required to be performed pursuant to the FCC’s rules.

7.5. Maintenance of Books, Records, and Files.

7.5.1. Books and Records.

Throughout the term of this Franchise Agreement, the Grantee agrees that the Town may review the Grantee’s books and records regarding customer service performance levels in the Franchise Area to monitor Grantee’s compliance with the provisions of this Franchise Agreement, upon reasonable prior written notice to the Grantee, at the Grantee’s business office, during normal business hours, and without unreasonably interfering with Grantee’s business operations. All such documents that may be the subject of an inspection by the Town shall be retained by the Grantee for a minimum period of three (3) years, or as may otherwise be provided in the state retention schedule.

7.5.2. Proprietary Information.

Notwithstanding anything to the contrary set forth in this Section, the Grantee shall not be required to disclose information which it reasonably deems to be proprietary or confidential in nature. The Town agrees to treat any information disclosed by the Grantee as confidential and only to disclose it to those employees, representatives, and agents of the Town that have a need to know in order to enforce this Franchise Agreement and who agree to maintain the confidentiality of all such information. The

Grantee shall not be required to provide Customer information in violation of Section 631 of the Cable Act or any other applicable federal or state privacy law. For purposes of this Section, the terms "proprietary or confidential" include, but are not limited to, information relating to the Cable System design, customer lists, marketing plans, financial information unrelated to the calculation of franchise fees or rates pursuant to FCC rules, or other information that is reasonably determined by the Grantee to be competitively sensitive. Grantee may make proprietary, private, protected, or confidential information available for inspection but not copying or removal by the Town's representative. In the event that the Town has in its possession and receives a request under a state "sunshine or open records," public records, or similar law for the disclosure of information the Grantee has designated as confidential, private, protected, trade secret, or proprietary, the Town shall notify Grantee of such request and cooperate with Grantee in opposing such request.

SECTION 8 – Transfer of Cable System or Franchise or Control of Grantee

8.1. Neither the Grantee nor any other Person may transfer the Cable System or the Franchise without the prior written consent of the Town, which consent shall not be unreasonably withheld or delayed. No transfer of control of the Grantee, defined as an acquisition of 51% or greater ownership interest in Grantee, shall take place without the prior written consent of the Town, which consent shall not be unreasonably withheld or delayed. No consent shall be required, however, for: (i) a transfer in trust, by mortgage, hypothecation, or by assignment of any rights, title, or interest of the Grantee in the Franchise or in the Cable System in order to secure indebtedness, or (ii) a transfer to an entity directly or indirectly owned or controlled by Comcast Corporation. Within thirty (30) days of receiving a request for consent, the Town shall, in accordance with FCC rules and regulations, notify the Grantee in writing of the additional information, if any, it requires to determine the legal, financial and technical qualifications of the transferee or new controlling party. If the Town has not taken final action on the Grantee's request for consent within one hundred twenty (120) days after receiving such request, consent shall be deemed granted.

SECTION 9 - Insurance and Indemnity

9.1. Insurance.

Throughout the term of this Franchise Agreement, the Grantee shall, at its own cost and expense, maintain Comprehensive General Liability Insurance and provide the Town certificates of insurance designating the Town Authority and its officers, boards, commissions, councils, elected officials, agents, volunteers, and employees as additional insureds and demonstrating that the Grantee has obtained the insurance required in this Section. Such policy or policies shall be in the minimum amount of Two Million Dollars (\$2,000,000.00) for bodily injury or death to any one person, and Two Million Dollars (\$2,000,000.00) for bodily injury or death of any two or more persons resulting from one occurrence, and Two Million Dollars (\$2,000,000.00) for property damage resulting from any one accident. Such policy or policies shall be non-cancelable except upon thirty (30) days prior written notice to the Franchising Authority. The Grantee shall provide workers'

compensation coverage in accordance with applicable law. The Grantee shall indemnify and hold harmless the Town from any workers compensation claims to which the Grantee may become subject during the term of this Franchise Agreement.

9.2. Indemnification.

The Grantee shall indemnify, defend and hold harmless the Town, its officers, contractors, volunteers, employees, and agents from and against any liability or claims resulting from property damage or bodily injury (including accidental death) that arise out of the Grantee's construction, operation, maintenance or removal of the Cable System, including, but not limited to, reasonable attorneys' fees and costs, provided that the Town shall give the Grantee written notice of its obligation to indemnify and defend the Town within fifteen (15) business days of receipt of a claim or action pursuant to this Section. If the Town determines that it is necessary for it to employ separate counsel, the costs for such separate counsel shall be the responsibility of the Town. Notwithstanding the foregoing, the Grantee shall not indemnify the Town for any damages, liability or claims resulting from the willful misconduct or negligence of the Town.

SECTION 10 - System Description and Service

10.1. System Capacity.

During the term of this Agreement the Grantee's Cable System shall be capable of providing a minimum of eighty-five (85) channels of video programming with satisfactory reception available to its customers in the Franchise Area.

10.2. Town Service Assistance. Grantee may provide a mutually agreed upon grant to Town for the purpose of funding capital expenditures to assist Town in better communicating with and connecting to the community. Any such grant will be considered an in-kind Franchise Fee and must be recovered in accordance with Federal law and regulations as well as must not exceed the Federal limitation of the Franchise Fee maximum of 5%.

10.3 Emergency Use. In accordance with FCC Regulations, Part 11, Subpart D, Section 11.51, and other applicable law, the Grantee shall provide Town emergency access.

SECTION 11 - Enforcement and Termination of Franchise

11.1. Notice of Violation or Default.

In the event the Town believes that the Grantee has not complied with the material terms of the Franchise, it shall notify the Grantee in writing with specific details regarding the exact nature of the alleged noncompliance or default.

11.2. Grantee's Right to Cure or Respond.

The Grantee shall have forty-five (45) days from the receipt of the Town's written notice: (i) to respond to the Franchising Authority, contesting the assertion of noncompliance or default; or (ii) to cure such default; or (iii) in the event that, by nature of the default, such default cannot be cured within the forty-five (45) day period, initiate reasonable steps to remedy such default and notify the Town of the steps being taken and the projected date that the cure will be completed.

11.3. Public Hearing.

In the event the Grantee fails to respond to the Town's notice or in the event that the alleged default is not remedied within forty-five (45) days or the date projected by the Grantee, the Town shall schedule a public hearing to investigate the default. Such public hearing shall be held at the next regularly scheduled meeting of the Town. The Town shall notify the Grantee in writing at least ten (10) days prior to the public hearing of the date, time, and place of such public hearing and provide the Grantee with a reasonable opportunity to be heard.

11.4. Enforcement.

Subject to applicable federal and state law, in the event the Town, after such public hearing, determines that the Grantee is in default of any material provision of the Franchise, the Town may:

11.4.1. seek specific performance of any provision that reasonably lends itself to such remedy as an alternative to damages, or seek other equitable relief; or

11.4.2. in the case of a substantial default of a material provision of the Franchise, declare the Franchise Agreement to be revoked in accordance with the following:

(i) The Town shall give written notice to the Grantee of its intent to revoke the Franchise on the basis of a pattern of noncompliance by the Grantee, including two or more instances of substantial noncompliance with a material provision of the Franchise. The notice shall set forth with specificity the exact nature of the noncompliance. The Grantee shall have ninety (90) days from the receipt of such notice to object in writing and to state its reasons for such objection. In the event the Town has not received a response from the Grantee or upon receipt of the response does not agree with the Grantee's proposed remedy, it may then seek termination of the Franchise at a public hearing. The Town shall cause to be served upon the Grantee, at least ten (10) days prior to such public hearing, a written notice specifying the time and place of such hearing and stating its intent to request termination of the Franchise.

(ii) At the designated hearing, the Town shall give the Grantee an opportunity to state its position on the matter, present evidence and question witnesses, after which it shall determine whether or not the Franchise shall be terminated. The public hearing shall be on the record and a written transcript shall be made available to the Grantee

within ten (10) business days. The decision of the Town shall be in writing and shall be delivered to the Grantee by certified mail. The Grantee may appeal such determination to an appropriate court, which shall have the power to review the decision of the Town "de novo" and to modify or reverse such decision as justice may require.

11.5. Technical Violation.

The Town agrees that it is not its intention to subject the Grantee to penalties, fines, forfeitures or revocation of the Franchise for so-called "technical" breach(es) or violation(s) of the Franchise, which shall include, but not be limited, to the following:

11.5.1. in instances or for matters where a violation or a breach of the Franchise by the Grantee was good faith error that resulted in no or minimal negative impact on the Customers within the Franchise Area; or

11.5.2. where there existed circumstances reasonably beyond the control of the Grantee and which precipitated a violation by the Grantee of the Franchise, or which were deemed to have prevented the Grantee from complying with a term or condition of the Franchise.

SECTION 12 – Competitive Equity

12.1. Purposes.

The Grantee and the Town acknowledge that there is increasing competition in the video marketplace among cable operators, direct broadcast satellite providers, telephone companies, broadband content providers and others; new technologies are emerging that enable the provision of new and advanced services to Town residents; and changes in the scope and application of the traditional regulatory framework governing the provision of video services are being considered in a variety of federal, state and local venues. To foster an environment where video service providers using the public rights-of-way can compete on a competitively neutral and nondiscriminatory basis; encourage the provision of new and advanced services to Town residents; promote local communications infrastructure investments and economic opportunities in the Town; and provide flexibility in the event of subsequent changes in the law, the Grantee and the Town have agreed to the provisions in this Section, and they should be interpreted and applied with such purposes in mind.

12.2. New Video Service Provider.

12.2.1. Notwithstanding any other provision of this Agreement or any other provision of law, if any Video Service Provider ("VSP"): (i) enters into any agreement with the Town to provide video services to subscribers in the Town, or (ii) otherwise begins to provide video services to subscribers in the Town (with or without entering into an agreement with the Town), the Town, upon written request of the Grantee, shall permit the Grantee to construct and operate its Cable System and to provide video services to subscribers in the Franchise Authority under the same terms and conditions as apply to the new VSP to the extent justified by the VSP being similarly situated to the Grantee with respect to the Town. The Grantee and the Franchising Authority shall enter into an

agreement or other appropriate authorization (if necessary) and should enter an agreement for such containing similar terms and conditions as are applicable to the VSP.

12.2.2. If there is no written agreement or other authorization between the new VSP and the Town, the Town should have a reasonable time to enter into an agreement or other appropriate authorization (if necessary) that to the maximum extent possible contains provisions that will ensure competitive equity between the Grantee and other VSPs, taking into account the terms and conditions under which other VSPs are allowed to provide video services to subscribers in the Town.

12.3. Subsequent Change in Law.

If there is a change in federal, state or local law that provides for a new or alternative form of authorization for a VSP to provide video services to subscribers in the Town, or that otherwise changes the nature or extent of the obligations that the Town may request from or impose on a VSP providing video services to subscribers in the Town, the Town agrees that, notwithstanding any other provision of law, upon Grantee's written request the Town shall: (i) permit the Grantee to provide video services to subscribers in the Town on the same terms and conditions as are applicable to a VSP under the changed law; (ii) modify this Agreement to comply with the changed law; or (iii) modify this Agreement to ensure competitive equity between the Grantee and other VSPs, taking into account the conditions under which other VSPs are permitted to provide video services to subscribers in the Town. The Town and the Grantee shall implement the provisions of this Section within sixty (60) days after the Grantee submits a written request to the Town. Notwithstanding any provision of law that imposes a time or other limitation on the Grantee's ability to take advantage of the changed law's provisions, the Grantee may exercise its rights under this Section at any time, but not sooner than thirty (30) days after the changed law goes into effect.

12.4 Effect on This Agreement.

Any agreement, authorization, right or determination to provide video services to subscribers in the Town under Sections 12.2 or 12.3 shall supersede this Agreement, and the Grantee, at its option, may terminate this Agreement or portions thereof, upon written notice to the Town, without penalty or damages.

12.5 The term "Video Service Provider" or "VSP" shall mean any entity using the public rights-of-way to provide multiple video programming services to subscribers, for purchase or at no cost, regardless of the transmission method, facilities, or technology used. A VSP shall include but is not limited to any entity that provides cable services, multichannel multipoint distribution services, broadcast satellite services, satellite-delivered services, wireless services, and Internet-Protocol based services.

SECTION 13 - Miscellaneous Provisions

13.1. Force Majeure.

The Grantee shall not be held in default under, or in noncompliance with, the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default (including termination, cancellation or revocation of the Franchise), where such noncompliance or alleged defaults occurred or were caused by strike, riot, war, earthquake, flood, tidal wave, unusually severe rain or snow storm, hurricane, tornado or other catastrophic act of nature, labor disputes, failure of utility service necessary to operate the Cable System, governmental, administrative or judicial order or regulation or other event that is reasonably beyond the Grantee's ability to anticipate or control. This provision also covers work delays caused by waiting for utility providers to service or monitor their own utility poles on which the Grantee's cable or equipment is attached, as well as unavailability of materials or qualified labor to perform the work necessary.

13.2 Furthermore, the parties hereby agree that it is not the Grantor's intention to subject the Grantee to penalties, fines, forfeiture or revocation of the Agreement for violations of the Agreement where the violation was a good faith error that resulted in no or minimal negative impact on the Subscribers within the Service Area, or where strict performance would result in practical difficulties and hardship to the Grantee which outweigh the benefit to be derived by the Grantor and/or Subscribers.

13.3. Notice.

All notices shall be in writing and shall be sufficiently given and served upon the other party by hand delivery, first class mail, registered or certified, return receipt requested, postage prepaid, or by reputable overnight courier service and addressed as follows:

To the Franchising Authority:

To the Grantee:

Comcast of Utah II, Inc.
Attn: Government Affairs
96020 South 300 West
Sandy UT 84070

with a copy to:

Comcast Cable
Attn.: Government Affairs Department

1701 John F. Kennedy Blvd.
Philadelphia, PA 19103

13.3. Entire Agreement.

This Franchise Agreement, including all Exhibits, embodies the entire understanding and agreement of the Town and the Grantee with respect to the subject matter hereof and supersedes all prior understandings, agreements and communications, whether written or oral. All ordinances or parts of ordinances that are in conflict with or otherwise impose obligations different from the provisions of this Franchise Agreement are superseded by this Franchise Agreement.

13.4. Severability.

If any section, subsection, sentence, clause, phrase, or other portion of this Franchise Agreement is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body, or other authority of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent portion. Such declaration shall not affect the validity of the remaining portions hereof, which other portions shall continue in full force and effect.

13.5. Governing Law.

This Franchise Agreement shall be deemed to be executed in the State of Utah, and shall be governed in all respects, including validity, interpretation and effect, and construed in accordance with, the laws of the State of Utah, as applicable to contracts entered into and performed entirely within the State.

13.6. Modification.

No provision of this Franchise Agreement shall be amended or otherwise modified, in whole or in part, except by an instrument, in writing, duly executed by the Town and the Grantee, which amendment shall be authorized on behalf of the Town through the adoption of an appropriate resolution or order by the Town, as required by applicable law.

13.7. No Third-Party Beneficiaries.

Nothing in this Franchise Agreement is intended to confer third-party beneficiary status on any member of the public to enforce the terms of this Franchise Agreement.

13.8. No Waiver of Rights.

Nothing in this Franchise Agreement shall be construed as a waiver of any rights, substantive or procedural, Grantee may have under federal or state law unless such waiver is expressly stated herein.

IN WITNESS WHEREOF, this Franchise Agreement has been executed by the duly authorized representatives of the parties as set forth below, as of the date set forth below:

For Franchising Authority:

By: RICHARD L. SORENSON

Name: Richard L. Sorenson

Title: MAYOR, HUNTSVILLE TOWN

Date: 2/14/24

For Comcast _____:

By: _____

Name: _____

Title: _____

Date: _____



NOTICE OF ACTION

TO: Huntsville Town Council
FROM: Huntsville Town Planning Commission
DATE: January 29th, 2024
RE: Final Plat Subdivision for North Arrow Condos

The Huntsville Town Planning Commission held a public meeting on January 25th, 2024, to review and discuss The Final Plat subdivision for North Arrow Condominiums/ Lofts, Parcel #241200004. The Planning Commission made its recommendation for approval to the Town Council with the conditions listed in the report from Jared Anderson at Sunrise Engineering.

A handwritten signature in black ink, appearing to read "Shannon Smith", is written over a horizontal dashed line.

Shannon Smith, Clerk

Huntsville Town Subdivision Application

Applicant Name: JEFF P. HYDE

Applicant Mailing Address: [REDACTED]

Email: [REDACTED] Phone: [REDACTED]

Brief Description of Proposed Subdivision: Subdivision of part of Lot 3 Huntsville Town Park Subdivision which includes Compass Rose Lodge (Building A) and phase II (Building B) which will include multiple subdivided parcel units.

Applicant Signature: [Signature]

Date: 10-27-21

Parcel Owner's Permission for Subdivision Application

The undersigned authorize this application for subdivision:

24-120-0003, 24-014-0018 part

Parcel Number(s): All of Lot 3 Huntsville Town Park Subdivision Parcel No: part 24-014-0019

Parcel(s) Owner Name: SKI TOWN VENTURE LLC

Parcel(s) Owner Mailing Address: 5778 E Elkhorn Dr Eden UT 84310

Email: jeff@bonnieandhyde.com Phone: 801-~~715~~-540-9553

Parcel Owner Signature: [Signature] Date: 10-27-21

Title (Authorized Agent): [Signature] President owner Jeff P. Hyde

The undersigned authorize this application for subdivision:

Parcel Number(s): _____

Parcel(s) Owner Name: _____

Parcel(s) Owner Mailing Address: _____

Email: _____ Phone: _____

Parcel Owner Signature: _____ Date: _____

Title (Authorized Agent): _____

(For Additional Parcel Owners Use Attached Sheet)

For Town Use:

Application Date: 10/27/2021

Fees Paid: 925.00

[Signature]
Beckli Endicott, Town Clerk

[Signature]
Shannon Smith

Huntsville Town Planning Commission – Subdivision Preliminary Plan

- Recommended for Approval
- Recommended for Conditional Approval
- Recommended for Rejection
- Deferred

Chair Signature: *[Signature]* Date: 11-17-2021

Notes/Conditions: Subject to conditions listed in Sunrise engineering reports from Jeral Anderson Dated 11/10/2021 and 5 conditions. Also 11/16/21 and those 2 conditions.

Huntsville Town Council – Subdivision Preliminary Plan

- Approved
- Conditional Approval
- Rejected
- Deferred

Mayor Signature: *[Signature]* Date: 12-2-21

Notes/Conditions: Subject to final acceptance of septic system design and updated flows by permits, final submitted drawings showing items stated in the preliminary review dated 11-10-21, Staff agency and ATTEST: affected entity comments and compliance with code requirements.
Beekki Endicott
 Beekki Endicott, Town Recorder Date: 12-2-21

Huntsville Town Planning Commission – Final Plat

- Recommended for Approval
- Recommended for Conditional Approval
- Recommended for Rejection
- Deferred

Chair Signature: *[Signature]* Date: 2/15/2024

Notes/Conditions: Requirements per Report from town Engineer, Jeral Anderson
Submitted with this packet information

Huntsville Town Council – Final Plat

- Approved
- Conditional Approval
- Rejected
- Deferred

Mayor Signature: _____ Date: _____

Notes/Conditions: _____

ATTEST:

Nikki Wolhuis, Town Clerk Date: _____

Huntsville Town Engineer – Final Plat & Final Improvement Plan

- | | |
|-----------------------------------|---|
| <input type="checkbox"/> Approved | <input type="checkbox"/> Conditional Approval |
| <input type="checkbox"/> Rejected | <input type="checkbox"/> Deferred |

Town Engineer Signature: _____ Date: _____

Notes/Conditions: _____

Submission Requirements & Process:

- Completed & Signed Application Form
- Payment of Application Fee to Huntsville Town
- Subdivision Preliminary Plan** requirements (see Titles 15.25.1 for all requirements):
 - Submit eight (8) copies of the Subdivision Preliminary Plan that includes the following:
 - Drawn to a scale no smaller than 100 feet to an inch.
 - The proposed named of the subdivision.
 - Sufficient information to accurately locate the proposed subdivision, including section corner ties.
 - The name(s) and address(es) of the subdivider, the licensed engineer (if required), and licensed land surveyor.
 - Land ownership of adjacent parcels to the proposed subdivision.
 - The boundary lines of the existing parcel(s) with bearings and distances.
 - The location of existing streets, water courses, irrigation ditches and structures, exceptional topography, easements and buildings within or immediately adjacent to the parcels being subdivided.
 - Existing and proposed septic systems, storm drains, water supply mains, water wells, land drains, and culverts within the parcel and immediately adjacent thereto.
 - North-pointing arrow, scale, and date of drawing creation.
 - A written Statement of Feasibility from the Weber County Health Department or Utah Division of Water Quality which states recommendations regarding sanitary sewage disposal.
 - The Subdivision Application and Subdivision Preliminary Plan must be reviewed by the Huntsville Planning Commission and approved by the Huntsville Town Council.
 - Approval the Subdivision Preliminary Plan by the Huntsville Town Council is valid for eighteen (18) months from the date of approval.
- Final Plat** requirements (see Titles 15.25.1.8 for all requirements):
 - Submit four (4) copies of the Final Plat that includes all requirements outlined in Title 15.25.1.8.
 - A Letter of Certification by the subdivider's registered Land Surveyor, indicating that all lots meet the requirements of the Huntsville Town Land Use regulations.
 - The Final Plat must be recorded within eighteen (18) months from the date of approval of the Subdivision Preliminary Plan by the Town Council otherwise the subdivision application is considered void. A Subdivision Application that is considered void will require a new application with the accompanying appropriate fees.
- Final Improvement Plan** requirements (see Titles 15.25.1.9 for all requirements):
 - Submit a complete set of Final Improvement Plans to the Huntsville Town Engineer stamped by a Utah Licensed Professional Engineer that includes all requirements outlined in Title 15.25.1.9.
 - Provide copies of utility contracts with applicable companies such as electric, gas, and telephone services.

ADDITIONAL PARCEL OWNERS

Parcel Owner's Permission for Subdivision Application

The undersigned authorize this application for subdivision:

Parcel Number(s): _____

Parcel(s) Owner Name: _____

Parcel(s) Owner Mailing Address: _____

Email: _____ Phone: _____

Parcel Owner Signature: _____ Date: _____

Title (Authorized Agent): _____

The undersigned authorize this application for subdivision:

Parcel Number(s): _____

Parcel(s) Owner Name: _____

Parcel(s) Owner Mailing Address: _____

Email: _____ Phone: _____

Parcel Owner Signature: _____ Date: _____

Title (Authorized Agent): _____

The undersigned authorize this application for subdivision:

Parcel Number(s): _____

Parcel(s) Owner Name: _____

Parcel(s) Owner Mailing Address: _____

Email: _____ Phone: _____

Parcel Owner Signature: _____ Date: _____

Title (Authorized Agent): _____

The undersigned authorize this application for subdivision:

Parcel Number(s): _____

Parcel(s) Owner Name: _____

Parcel(s) Owner Mailing Address: _____

Email: _____ Phone: _____

Parcel Owner Signature: _____ Date: _____

Title (Authorized Agent): _____



Ogden - South Office
5711 South 1475 East, Suite 203, Ogden, Utah 84403 | Tel: 801.523.0100

Date: January 25, 2023
To: Shannon Smith
From: Jared Andersen
Subject: North Arrow Condominium Final Review

Review – 01/23/24 – Plat Set dated 01/25/2024

To perform a final review I will need the following:

1. Final engineer stamped set of the improvement drawings.
2. Engineers estimate for infrastructure which requires a bond.
3. All items in the preliminary review addressed.

I have attached the preliminary review for reference.

If you have any additional questions, please don't hesitate to contact me.

A handwritten signature in black ink, appearing to read "Jared Andersen".

Jared Andersen, P.E.
Project Manager
Sunrise Engineering
jandersen@sunrise-eng.com



David Reed <dreed@weberfd.com>
To: Shannon Smith, Jared Taylor <jtaylor@weberfd.com>

Fire has no specific comments about a subdivision for North Arrow Lots. Comments and requirements will come when a building is proposed. For this particular project, it looks like hydrants, a turn-around, and fire sprinklers will be required. It's hard to tell for sure without civils and building plans.

PS I hope this works 🙏

Thanks,



David Reed
Deputy Chief
8017823580 ext.205

----- Forwarded message -----

From: **Day, Summer** <sday@co.weber.ut.us>

Date: Wed, May 18, 2022 at 4:23 PM

Subject: North Arrow Condominiums

To: dakota@bonnieandhyde.com <dakota@bonnieandhyde.com>

Dakota,

I have completed the review on this project. I have written a letter stating that upon complete review of the structural footprint of the North Arrow Condominiums and the wastewater flow from the existing Compass Rose inn that no modification is needed to the existing onsite wastewater system for the construction of the North Arrow Condominiums to be approved by our office.

Our office will issue a permit. There will be a reasonable fee associated with the review and a one time inspection required to verify the sewer line connection from the North Arrow Condominiums to the existing septic tanks.

Our office will reach out to you once the permit is ready for pick up. I'll have a signed copy of that letter ready for you with the permit.

The single thing that I cannot resolve at this time is an approval on Frontier. Frontier is Weber County's review agency forum. I see a 2017 project for you guys. It's likely that the county and or the building department will want you to re-submit a building application. At which point a new project will be created in Frontier. I will need to approve the project. Just email me once the project has been created on Frontier and I will approve it.

Thanks

Summer Day

RE: NORTH ARROW LOFTS

Woodruff,Darrel <dwoodruff@webercountyutah.gov>

Thu 2/8/2024 10:28 AM

To:Brock Butler <brock@silverpeakeng.com>

Cc:jeff@bonnieandhyde.com <jeff@bonnieandhyde.com>;

dakota@bonnieandhyde.com <dakota@bonnieandhyde.com>;Shannon Smith

<ssmith@huntsvilletown.com>;Nikki Wolthuis <nwolthuis@huntsvilletown.com>;

Tami Johnson <tami@sandersarch.com>

 1 attachments (2 MB)

20240208_8-24_2nd Redline_NORTH ARROW LOFTS_6N2E18NW .pdf;

Brock,

The attached plat submitted on 02/08/2024 has been reviewed and all conditions for plat approval by this office, at this time, have been satisfied. If any additional changes are made to the attached plat, another review will be required by this office for approval.

The following pending conditions must be satisfied prior to the final approval signature by the County Surveyor:

1. The printing of the plat on Mylar meeting all the requirements for size, type, and legibility.

If you have any questions, please feel free to reach us at (801) 399-8020. Thank you

Thanks,

Darrel Woodruff

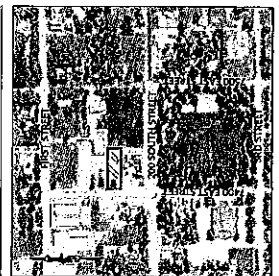
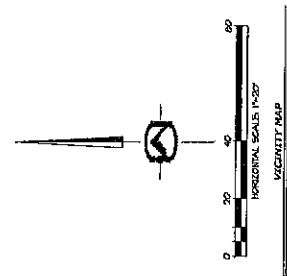
LSIT, CST.

Office: (801) 399-8103

NORTH ARROW LOFTS

A UTAH CONDOMINIUM PROJECT

A PART OF LOT 3, HUNTSVILLE TOWN PLANNING COMMISSION
BEING A PART OF THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 35 NORTH, RANGE 12 EAST,
SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, HUNTSVILLE TOWN, WEBER COUNTY, UTAH
FEBRUARY, 2024



- LEGEND**
- BOUNDARY LINE
 - EASEMENT LINE
 - CONVEYANCE LINE
 - CONVEYANCE MONUMENT
 - CALCULATED STREET MONUMENT
 - TYPICAL MONUMENT AS NOTED
 - PROPERTY CORNER TO BE SET
 - PROPOSED BOUNDARY
 - PROPOSED COMMON ELEMENTS
 - 30' ACCESS EASEMENT
 - BOTTOM CONCRETE
- NOTES**
1. DIMENSION LINE AND ALL SURVEY ANGLES INDICATED OTHERWISE.
 2. ALL DIMENSIONS ARE TO THE CENTER OF THE MONUMENT UNLESS OTHERWISE NOTED.
 3. ALL DIMENSIONS ARE TO THE CENTER OF THE MONUMENT UNLESS OTHERWISE NOTED.

OWNER & DEVELOPER
 SALT TOWN VENTURE LLC
 24-120-0004
 200 SOUTH STREET
 HUNTSVILLE, UTAH 84303

WEBER COUNTY SURVEYORS OFFICE
 100 WEST CENTER STREET
 HUNTSVILLE, UTAH 84303
 PHONE (801) 537-5054
 WWW.SILVERPEAKENGINEERING.COM

DATE: _____ DAY OF _____ 2024

WEBER-MORGAN HEALTH DEPARTMENT
 100 WEST CENTER STREET
 HUNTSVILLE, UTAH 84303
 PHONE (801) 537-5054
 WWW.SILVERPEAKENGINEERING.COM

DATE: _____ DAY OF _____ 2024

HUNTSVILLE TOWN ENGINEER
 100 WEST CENTER STREET
 HUNTSVILLE, UTAH 84303
 PHONE (801) 537-5054
 WWW.SILVERPEAKENGINEERING.COM

DATE: _____ DAY OF _____ 2024

HUNTSVILLE TOWN ATTORNEY
 100 WEST CENTER STREET
 HUNTSVILLE, UTAH 84303
 PHONE (801) 537-5054
 WWW.SILVERPEAKENGINEERING.COM

DATE: _____ DAY OF _____ 2024

HUNTSVILLE TOWN PLANNING COMMISSION ACCEPTANCE
 100 WEST CENTER STREET
 HUNTSVILLE, UTAH 84303
 PHONE (801) 537-5054
 WWW.SILVERPEAKENGINEERING.COM

DATE: _____ DAY OF _____ 2024

HUNTSVILLE TOWN COUNCIL ACCEPTANCE
 100 WEST CENTER STREET
 HUNTSVILLE, UTAH 84303
 PHONE (801) 537-5054
 WWW.SILVERPEAKENGINEERING.COM

DATE: _____ DAY OF _____ 2024

WEBER COUNTY RECORDER
 100 WEST CENTER STREET
 HUNTSVILLE, UTAH 84303
 PHONE (801) 537-5054
 WWW.SILVERPEAKENGINEERING.COM

DATE: _____ DAY OF _____ 2024

SURVEYOR'S CERTIFICATE

I, _____, a duly licensed Professional Engineer in the State of Utah, do hereby certify that the above described plat was prepared by me or under my direct supervision and that I am a duly licensed Professional Engineer in the State of Utah. I am a duly licensed Professional Engineer in the State of Utah. I am a duly licensed Professional Engineer in the State of Utah.

ACKNOWLEDGMENT

I, _____, the owner of the above described property, do hereby acknowledge that I have read and understand the contents of the above described plat and that I have authorized the above described plat to be recorded in the public records of the State of Utah. I am a duly licensed Professional Engineer in the State of Utah.

OWNER'S DEDICATION AND CONSENT TO RECORD

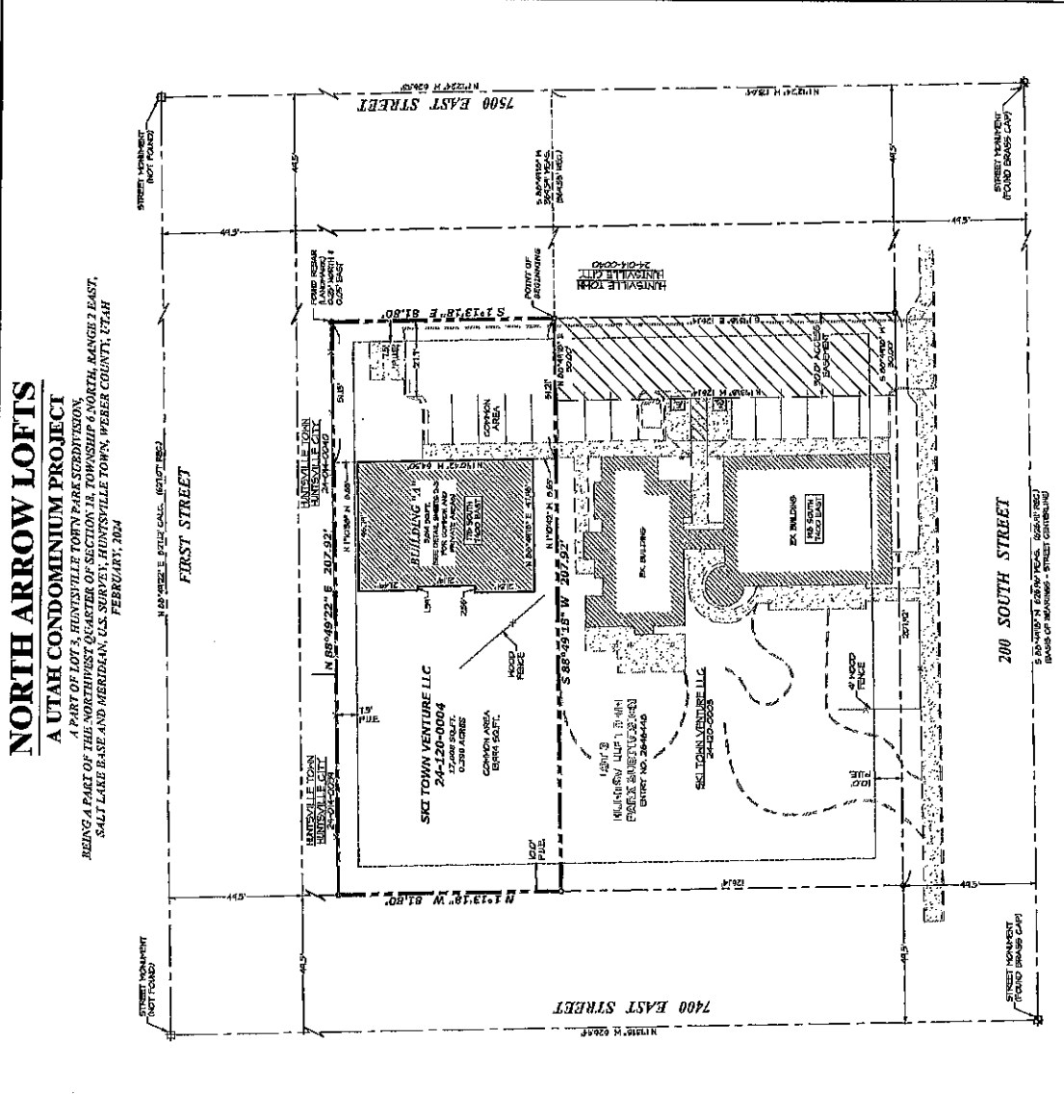
I, _____, the owner of the above described property, do hereby dedicate and consent to the recording of the above described plat in the public records of the State of Utah. I am a duly licensed Professional Engineer in the State of Utah.

ACKNOWLEDGMENT

I, _____, the owner of the above described property, do hereby acknowledge that I have read and understand the contents of the above described plat and that I have authorized the above described plat to be recorded in the public records of the State of Utah. I am a duly licensed Professional Engineer in the State of Utah.

ACKNOWLEDGMENT

I, _____, the owner of the above described property, do hereby acknowledge that I have read and understand the contents of the above described plat and that I have authorized the above described plat to be recorded in the public records of the State of Utah. I am a duly licensed Professional Engineer in the State of Utah.



NORTH ARROW LOFTS

A UTAH CONDOMINIUM PROJECT

A PART OF LOT 3, FRONTVILLE TOWN PARCELS DEFINITION
 BEING A PART OF THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 4 NORTH, RANGE 2 EAST,
 SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, HUNTSVILLE TOWN, WEBER COUNTY, UTAH
 FEBRUARY, 2024

LEGEND

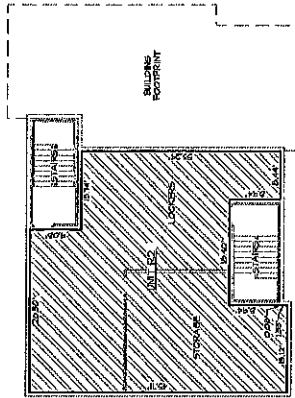
	CONDOMINIUM UNITS A1 AS
	UNIT A1 AS IN THE REAR
	UNITED COMMON ELEMENTS
	COMMON ELEMENTS

UNIT AREA TABULATION

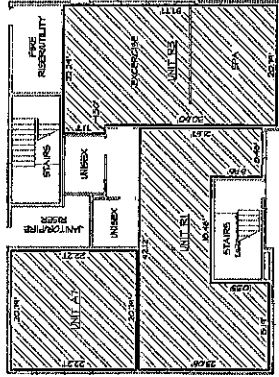
UNIT	AREA (SQ. FT.)	
BASEMENT	UNIT A1	1,166
MAIN FLOOR	UNIT A1	469
	UNIT A1	764
	UNIT A1	718
SECOND FLOOR	UNIT A1	412
	UNIT A2	518
	UNIT A3	442
	UNIT A4	375
LOFT FLOOR	UNIT A4	411
	UNIT A4	518
	UNIT A1	328
	UNIT A3	225
TOTAL	UNIT A4	308
	UNIT A5	284
	UNIT A5	304
	TOTAL	1,166

UNIT ADDRESSES

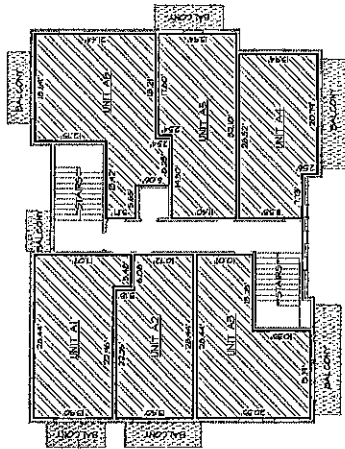
UNIT #	ADDRESS
UNIT A1	175 SOUTH 1400 EAST UNIT A1
UNIT A2	175 SOUTH 1400 EAST UNIT A2
UNIT A3	175 SOUTH 1400 EAST UNIT A3
UNIT A4	175 SOUTH 1400 EAST UNIT A4
UNIT A5	175 SOUTH 1400 EAST UNIT A5
UNIT A1	175 SOUTH 1400 EAST UNIT A1
UNIT B1	175 SOUTH 1400 EAST UNIT B1
UNIT B2	175 SOUTH 1400 EAST UNIT B2
UNIT B3	175 SOUTH 1400 EAST UNIT B3



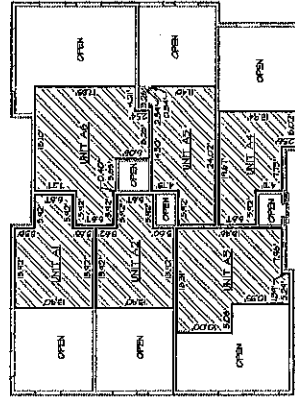
BUILDING "A" BASEMENT FLOOR PLAN
 SCALE 1" = 12"



BUILDING "A" MAIN FLOOR PLAN
 SCALE 1" = 12"



BUILDING "A" SECOND FLOOR PLAN
 SCALE 1" = 12"



BUILDING "A" LOFT FLOOR PLAN
 SCALE 1" = 12"

SHEET 2 OF 3
 WEBER COUNTY RECORDER
 UNIT NO. _____
 DIST. MAP _____
 BOOK _____ PAGE _____
 RECORDED AT THE REQUEST OF _____
 WEBER COUNTY RECORDER
 BY _____ DATE _____

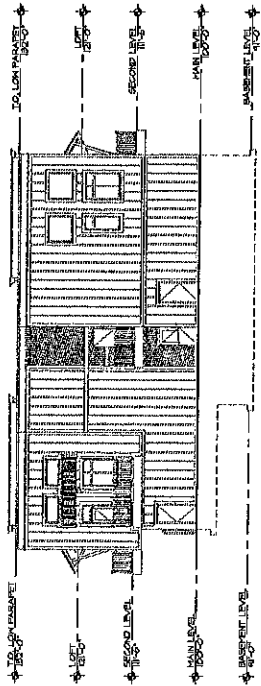


177 E. ANTELOPE DR. STE. B
 LAYTON, UT 84041
 PHONE: (801) 499-5054
 FAX: (801) 499-5065

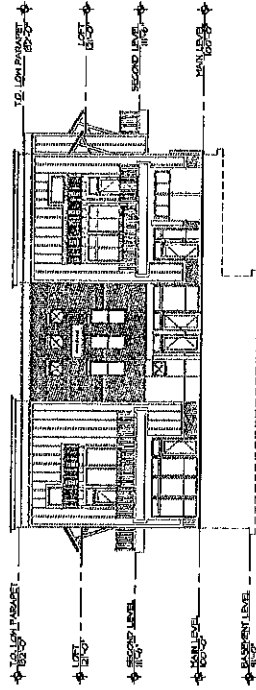
NORTH ARROW LOFTS

A UTAH CONDOMINIUM PROJECT

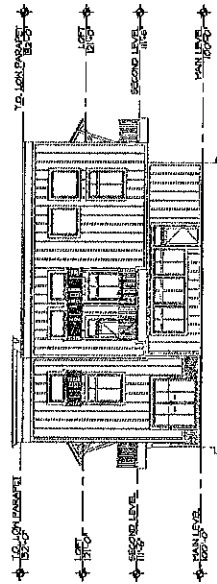
A PART OF LOT 3, HUNTSVILLE TOWN PARK SUBDIVISION,
 BEING A PART OF THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 3 NORTH, RANGE 2 EAST,
 SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, HUNTSVILLE TOWN, WEBER COUNTY, UTAH
 FEBRUARY, 2004



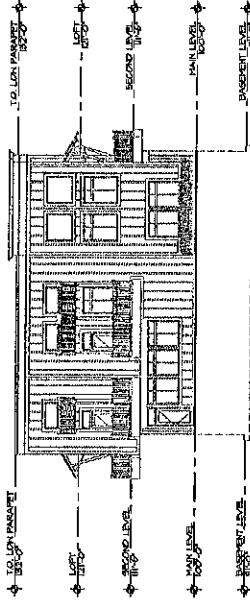
BUILDING "A" EAST ELEVATION
 SCALE 1" = 8'



BUILDING "A" WEST ELEVATION
 SCALE 1" = 8'



BUILDING "A" SOUTH ELEVATION
 SCALE 1" = 8'



BUILDING "A" NORTH ELEVATION
 SCALE 1" = 8'



SILVERPEAK
 ENGINEERING

177 E. ANTELOPE DR. STE. B
 LAYTON, UT 84041
 PHONE: (801) 499-5054
 FAX: (801) 499-5065

SHEET 3 OF 3	
WEBER COUNTY RECORDER	
PROJECT NO.	DATE
FEE PAID	SCALE
RECORDED AT THE REQUEST OF	BY
PROJECT	DATE



2-13-24

To: Sanders Architects
Attn: Shane Sanders

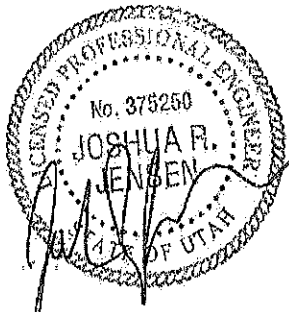
Re: North Arrow Development (formerly Compass Rose) Huntsville Utah

Dear Shane,

Per your request I reviewed the original drawings and storm drain calculations for the above referenced development, and compared them with the updated North Arrow Condo Plat. Based on my review and conversations with you. There has been no significant changes to the hardscape planned or built on the site, and therefore the originally proposed and installed drainage system should be adequate.

If you should have any questions, please feel free to call.

Sincerely,



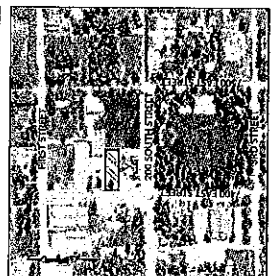
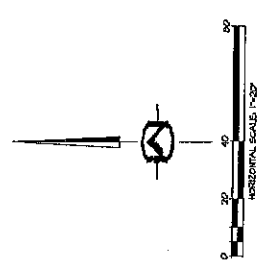
2-13-2024

Joshua Jensen, P.E., S.E.
Silver Peak Engineering

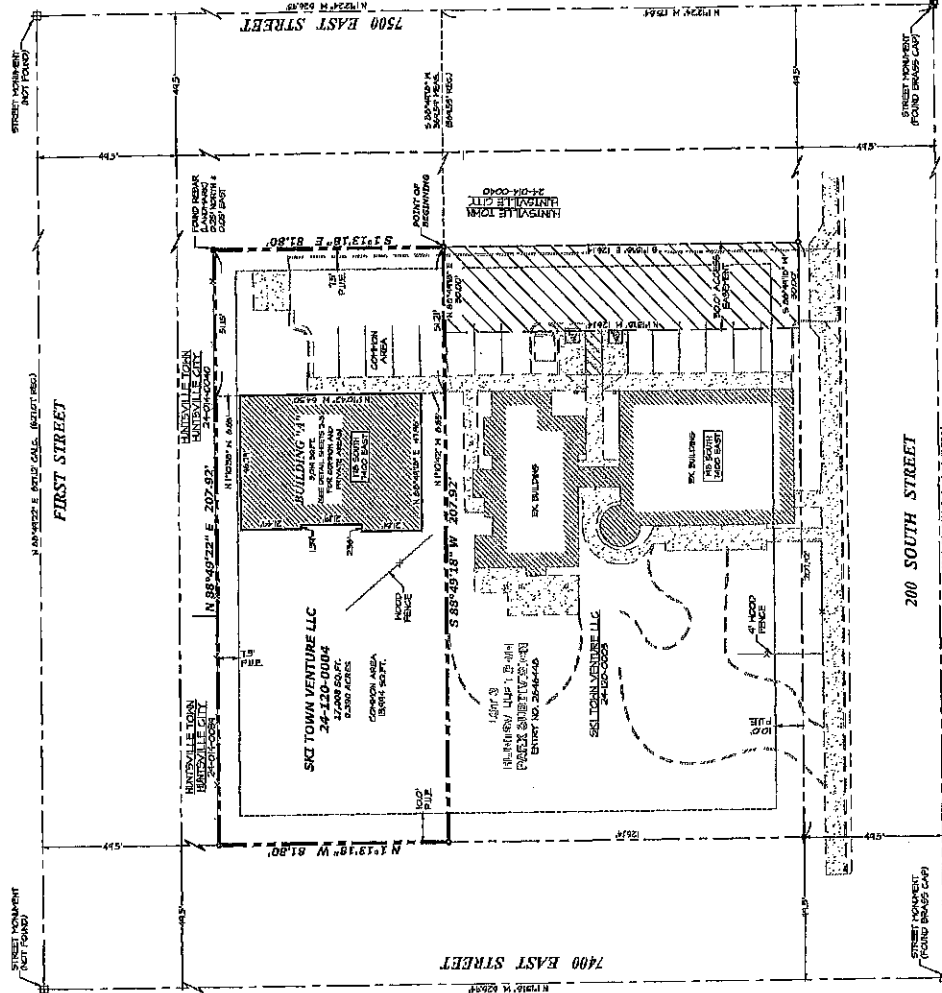
NORTH ARROW LOFTS

A UTAH CONDOMINIUM PROJECT

A PART OF LOT 3, HUNTSVILLE TOWN PLANNING COMMISSION
 BEING A PART OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 4 NORTH, RANGE 2 EAST,
 SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, HUNTSVILLE TOWN, WEBER COUNTY, UTAH
 FEBRUARY, 2024



- LEGEND**
- ADJOINING PROPERTY LINE
 - EASEMENT
 - PROPOSED STREET FRONTAGE
 - CALCULATED STREET FRONTAGE
 - PROPOSED AREA TO BE USED
 - PROPOSED LOT OR UNIT
 - PROPOSED BUILDING FOOTPRINT
 - PROPOSED COMMON AREA
 - PROPOSED CONDUIT
- NOTES**
1. DIMENSION LINE ARE AT RIGHT ANGLES UNLESS NOTED OTHERWISE. DIMENSIONS SHOWN ARE FOR THE NORTH ARROW LOFTS IS RECORDED.



SURVEYOR'S CERTIFICATE

I, JAMES W. HARRIS, SURVEYOR, HEREBY CERTIFY THAT I AM A LICENSED SURVEYOR IN THE STATE OF UTAH AND THAT I HAVE PERSONALLY CONDUCTED THIS SURVEY AND THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I HAVE NOT BEEN AWARE OF ANY FACTS OR CIRCUMSTANCES THAT WOULD CAUSE ME TO BELIEVE THAT THE INFORMATION CONTAINED HEREIN IS UNTRUE OR MISLEADING. I HAVE NOT BEEN AWARE OF ANY FACTS OR CIRCUMSTANCES THAT WOULD CAUSE ME TO BELIEVE THAT THE INFORMATION CONTAINED HEREIN IS UNTRUE OR MISLEADING. I HAVE NOT BEEN AWARE OF ANY FACTS OR CIRCUMSTANCES THAT WOULD CAUSE ME TO BELIEVE THAT THE INFORMATION CONTAINED HEREIN IS UNTRUE OR MISLEADING.

BOUNDARY DESCRIPTION

A PART OF LOT 3, HUNTSVILLE TOWN PLANNING COMMISSION, BEING A PART OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 4 NORTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, HUNTSVILLE TOWN, WEBER COUNTY, UTAH, FEBRUARY, 2024.

OWNER'S DEDICATION AND CONSENT TO RECORD

I, JAMES W. HARRIS, SURVEYOR, HEREBY CERTIFY THAT I AM A LICENSED SURVEYOR IN THE STATE OF UTAH AND THAT I HAVE PERSONALLY CONDUCTED THIS SURVEY AND THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I HAVE NOT BEEN AWARE OF ANY FACTS OR CIRCUMSTANCES THAT WOULD CAUSE ME TO BELIEVE THAT THE INFORMATION CONTAINED HEREIN IS UNTRUE OR MISLEADING. I HAVE NOT BEEN AWARE OF ANY FACTS OR CIRCUMSTANCES THAT WOULD CAUSE ME TO BELIEVE THAT THE INFORMATION CONTAINED HEREIN IS UNTRUE OR MISLEADING.

ACKNOWLEDGEMENT

STATE OF UTAH: _____
 COUNTY OF _____
 I, _____, COUNTY CLERK, DO HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD IN THE PUBLIC RECORDS OF SAID COUNTY AND SAID STATE ON _____ DAY OF _____, 2024.

NARRATIVE

THIS PLAN IS THE PROPERTY OF SILVERPEAK ENGINEERING, INC. AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF SILVERPEAK ENGINEERING, INC. THIS PLAN IS THE PROPERTY OF SILVERPEAK ENGINEERING, INC. AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF SILVERPEAK ENGINEERING, INC.

SILVERPEAK ENGINEERING

177 E. ANTELOPE DR. STE. B
 SALT LAKE CITY, UT 84111
 PHONE: (801) 497-8004
 WWW.SILVERPEAKENGINEERING.COM

HUNTSVILLE TOWN ENGINEER

I HAVE REVIEWED THE PLANS AND SPECIFICATIONS AND OTHER DOCUMENTS ASSOCIATED WITH THE SUBMISSION AND I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I HAVE NOT BEEN AWARE OF ANY FACTS OR CIRCUMSTANCES THAT WOULD CAUSE ME TO BELIEVE THAT THE INFORMATION CONTAINED HEREIN IS UNTRUE OR MISLEADING. I HAVE NOT BEEN AWARE OF ANY FACTS OR CIRCUMSTANCES THAT WOULD CAUSE ME TO BELIEVE THAT THE INFORMATION CONTAINED HEREIN IS UNTRUE OR MISLEADING.

HUNTSVILLE TOWN ATTORNEY

I HAVE REVIEWED THE PLANS AND SPECIFICATIONS AND OTHER DOCUMENTS ASSOCIATED WITH THE SUBMISSION AND I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I HAVE NOT BEEN AWARE OF ANY FACTS OR CIRCUMSTANCES THAT WOULD CAUSE ME TO BELIEVE THAT THE INFORMATION CONTAINED HEREIN IS UNTRUE OR MISLEADING. I HAVE NOT BEEN AWARE OF ANY FACTS OR CIRCUMSTANCES THAT WOULD CAUSE ME TO BELIEVE THAT THE INFORMATION CONTAINED HEREIN IS UNTRUE OR MISLEADING.

HUNTSVILLE TOWN PLANNING COMMISSION ACCEPTANCE

I, _____, CHAIRMAN OF THE HUNTSVILLE TOWN PLANNING COMMISSION, HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I HAVE NOT BEEN AWARE OF ANY FACTS OR CIRCUMSTANCES THAT WOULD CAUSE ME TO BELIEVE THAT THE INFORMATION CONTAINED HEREIN IS UNTRUE OR MISLEADING. I HAVE NOT BEEN AWARE OF ANY FACTS OR CIRCUMSTANCES THAT WOULD CAUSE ME TO BELIEVE THAT THE INFORMATION CONTAINED HEREIN IS UNTRUE OR MISLEADING.

WEBER-CORBAN HEALTH DEPARTMENT

I HEREBY CERTIFY THAT THE LOCAL REGULATORY RULES AND SITE CONDITIONS FOR THE ABOVE DESCRIBED PROJECT HAVE BEEN REVIEWED AND APPROVED BY THE HEALTH DEPARTMENT. THIS OFFICE HAS APPROVED THE PROJECT AND HAS ISSUED A HEALTH DEPARTMENT PERMIT TO CONSTRUCT.

WEBER COUNTY RECORDER

RECORDED AT THE REQUEST OF _____
 DATE: _____
 BOOK: _____ PAGE: _____
 COUNTY: _____

WEBER COUNTY RECORDER

RECORDED AT THE REQUEST OF _____
 DATE: _____
 BOOK: _____ PAGE: _____
 COUNTY: _____

WEBER COUNTY RECORDER

RECORDED AT THE REQUEST OF _____
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 COUNTY: _____

WEBER COUNTY RECORDER

RECORDED AT THE REQUEST OF _____
 DATE: _____
 BOOK: _____ PAGE: _____
 COUNTY: _____

WEBER COUNTY RECORDER

RECORDED AT THE REQUEST OF _____
 DATE: _____
 BOOK: _____ PAGE: _____
 COUNTY: _____

NORTH ARROW LOFTS

A UTAH CONDOMINIUM PROJECT

A PART OF LOT 3, FRONTIER TOWN PARK SUBDIVISION
 BEING A PART OF THE NORTHEAST 1/4 OF SECTION 14, TOWNSHIP 6 NORTH, RANGE 2 EAST,
 SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, HUNTSVILLE TOWN, WEBER COUNTY, UTAH
 FEBRUARY, 2024

LEGEND

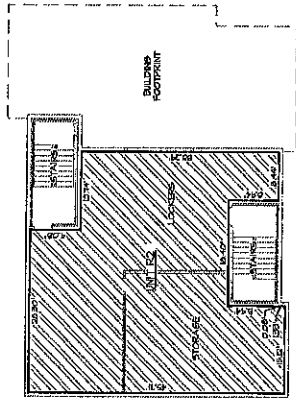
CONCRETE UNIT A1, A2
 COMMON ELEMENTS
 UNIT COMMON ELEMENTS
 COMMON ELEMENTS

UNIT AREA TABULATION

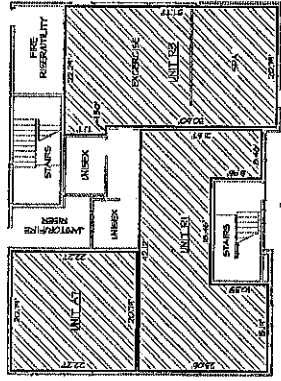
UNIT #	AREA (SQ. FT.)
UNIT A1	489 SQ. FT.
UNIT A2	784 SQ. FT.
UNIT A3	976 SQ. FT.
UNIT A4	442 SQ. FT.
UNIT A5	411 SQ. FT.
UNIT A6	510 SQ. FT.
UNIT A7	285 SQ. FT.
UNIT A8	295 SQ. FT.
UNIT A9	304 SQ. FT.
UNIT A10	294 SQ. FT.
UNIT A11	364 SQ. FT.
UNIT A12	786 SQ. FT.
TOTAL	7366 SQ. FT.

UNIT ADDRESSES

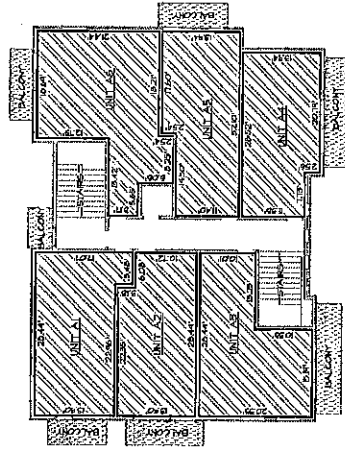
UNIT #	ADDRESS
UNIT A1	178 SOUTH 1400 EAST UNIT A1
UNIT A2	178 SOUTH 1400 EAST UNIT A2
UNIT A3	178 SOUTH 1400 EAST UNIT A3
UNIT A4	178 SOUTH 1400 EAST UNIT A4
UNIT A5	178 SOUTH 1400 EAST UNIT A5
UNIT A6	178 SOUTH 1400 EAST UNIT A6
UNIT A7	178 SOUTH 1400 EAST UNIT A7
UNIT A8	178 SOUTH 1400 EAST UNIT A8
UNIT A9	178 SOUTH 1400 EAST UNIT A9
UNIT A10	178 SOUTH 1400 EAST UNIT A10
UNIT A11	178 SOUTH 1400 EAST UNIT A11
UNIT A12	178 SOUTH 1400 EAST UNIT A12



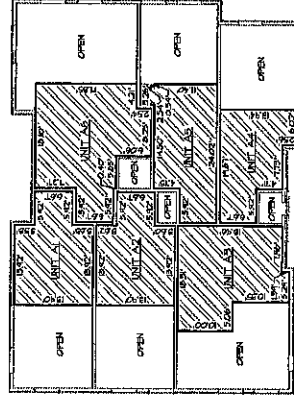
BUILDING "A" BASEMENT FLOOR PLAN
 SCALE 1/8" = 1'-0"



BUILDING "A" MAIN FLOOR PLAN
 SCALE 1/8" = 1'-0"



BUILDING "A" SECOND FLOOR PLAN
 SCALE 1/8" = 1'-0"



BUILDING "A" LOFT FLOOR PLAN
 SCALE 1/8" = 1'-0"

SHEET 2 OF 3

WEBER COUNTY RECORDER

ENTRY NO. _____

FILE NO. _____

DATE _____ TIME _____

BOOK _____ PAGE _____

RECORDED AT THE REQUEST OF _____

WEBER COUNTY RECORDER

BY _____

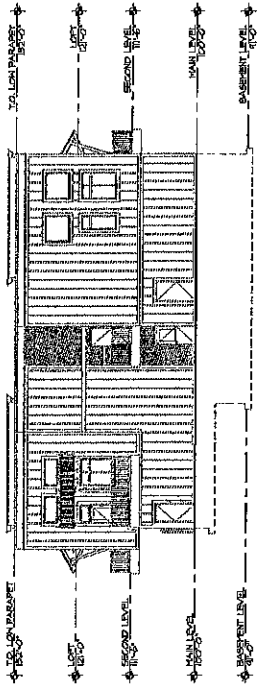


177 E. ANTELOPE DR. STE. B
 LAYTON, UT 84041
 PHONE: (801) 499-5054
 FAX: (801) 499-5055

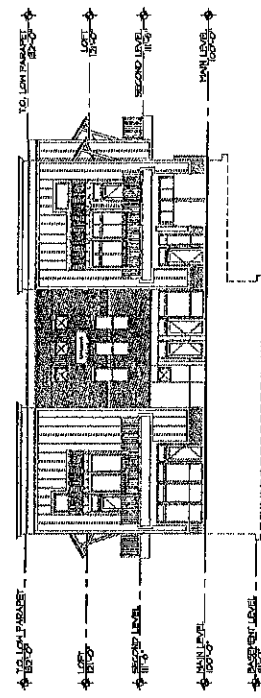
NORTH ARROW LOFTS

A UTAH CONDOMINIUM PROJECT

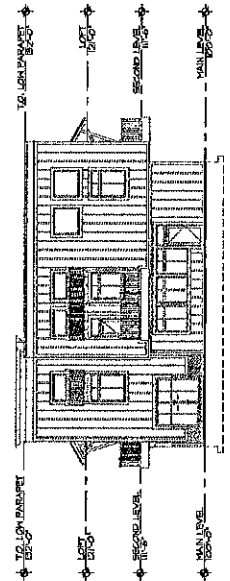
A PART OF LOT 3, HUNTSVILLE TOWN PARK SUBDIVISION
 BEING A PART OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 6 NORTH, RANGE 2 EAST,
 SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, HUNTSVILLE TOWN, WEBER COUNTY, UTAH
 FEBRUARY, 2024



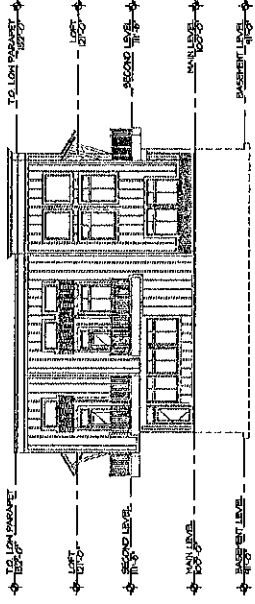
BUILDING "A" EAST ELEVATION
 SCALE 1" = 8"



BUILDING "A" WEST ELEVATION
 SCALE 1" = 8"



BUILDING "A" SOUTH ELEVATION
 SCALE 1" = 8"



BUILDING "A" NORTH ELEVATION
 SCALE 1" = 8"



SILVERPEAK
 ENGINEERING
 177 E ANTELOPE DR. STE. B
 LAYTON, UT 84041
 PHONE: (801) 499-5054
 FAX: (801) 499-5065

SHEET 3 OF 3	
WEBER COUNTY RECORDER	
ENTRY NO.	
FILE NO.	
BOOK	PAGE
RECORDED AT THE REQUEST OF	
WEBER COUNTY RECORDER	
DATE	



Ogden - South Office

5711 South 1475 East, Suite 203, Ogden, Utah 84403 | Tel: 801.523.0100

Date: June 23, 2023
To: Shannon Smith
From: Jared Andersen
Subject: North Arrow Lofts

Review – 02/13/24 – Plan Set dated 02/08/24

All items on the preliminary review dated 11/10/21 have been addressed.

Shupe Environmental Solutions Inc septic system design dated May 3, 2022 has been submitted and approved by Weber Morgan Health Department.

Silverpeak Engineering storm water calculations dated 02/13/24 has been accepted and approved.

I recommend final approval to Huntsville Town with the following conditions:

1. North Arrow Condominiums receives design approval from Huntsville Town Water for connection of new fire line.
2. Plan Set dated 02/08/24 needs to be stamped by a professional engineer.

This review was done in accordance with Huntsville Town Ordinance, and APWA standards and specifications. There is a possibility some design is still not in accordance with these standards. The Contractor is responsible to install all infrastructure in accordance with these standards.

If you have any additional questions, please don't hesitate to contact me.

A handwritten signature in black ink, appearing to read "Jared Andersen".

Jared Andersen, P.E.
Project Manager
Sunrise Engineering
jandersen@sunrise-eng.com

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

SOLID WASTE COLLECTION AND DISPOSAL

**A RESOLUTION OF HUNTSVILLE TOWN, UTAH, ADOPTING A SOLID
WASTE AGREEMENT WITH ECONOWASTE; AND AMENDING SOLID
WASTE COLLECTION AND DISPOSAL RATES**

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

WHEREAS, Utah Code §10-3-717 allows the governing body of Huntsville Town to exercise all administrative powers by resolution including establishing water and sewer rates; establishing charges for garbage collection and fees charged for municipal services; establishing personnel policies and guidelines; and regulating the use and operation of municipal property;

WHEREAS, Econo Waste is proposing a new Solid Waste Collection and Disposal Agreement (hereafter "Agreement") which includes a rate increase;

WHEREAS, the Town has looked at various alternatives and finds that Agreement proposed by Econo Waste is the best option under the circumstances;

WHEREAS, the Town desires to increase solid waste collection and disposal rates in order to cover the cost of such services;

NOW, THEREFORE, be it resolved by the Town Council of Huntsville, Utah, as follows:

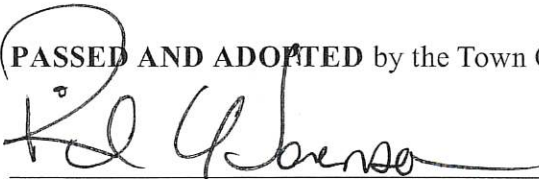
- Section 1: Repealer.** This Resolution supersedes any and all previously adopted solid waste collection and disposal fee schedules.
- Section 2: Agreement.** The Mayor is hereby authorized to finalize and execute the terms of the Agreement with Econo Waste hereby adopted and incorporated herein by this reference as set forth in Exhibit "A" attached hereto.
- Section 3: Amendment.** The following is hereby imposed for Huntsville Town Solid Waste Collection and Disposal Fees/Rates:

1. The rate for all commercial GARBAGE cans is established at \$ 27.00 per can, per month.
2. The rate for the first residential GARBAGE can is established at \$22.00 per can, per month.
3. The rate for additional residential GARBAGE cans is established at \$ 22.00 per can, per month.
4. RECYCLING will be discontinued.

Section 4: Effective Date. This Resolution shall be effective immediately upon adoption.

VOTES	AYE	NAY	RECUSED	EXCUSED
Mayor Richard Sorensen	X			
CM Lewis Johnson	X			
CM Sandy Hunter	X			
CM Artie Powell	X			
CM Bruce Ahlstrom	X			

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


 RICHARD SORENSEN, Mayor

ATTEST:

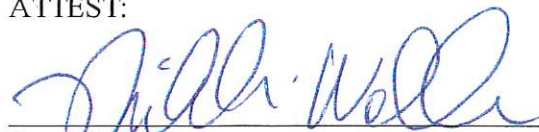

 Town Clerk



Exhibit A

AUTOMATED RESIDENTIAL REFUSE CONTRACT

CONTRACT RENEWAL made on this day, March 1, 2024, between Huntsville Town, a Municipal Corporation, Huntsville, UT 84317, herein referred to a "Town", and Econo Waste, Inc. Post Office Box 106, Roy, Utah 84067, here in referred to as "Contractor"

Huntsville Town and Econo Waste, Inc. agree to renew their automated refuse collection agreement with the following changes and additions.

The term of the contract shall be for five (5) years, from the date of this agreement, and will automatically renew, unless either party gives written notice sixty (60) days prior to the term expiring.

The Recycling program will be cancelled at this time.

The cost will be the following:

1st residential cans @ \$18.00 per month for 1 x weekly service,

2+ residential cans @ \$18.00 each per month for 1 x weekly service,

Commercial Automated cans @ \$23.00 each can per month for 1 x weekly service.

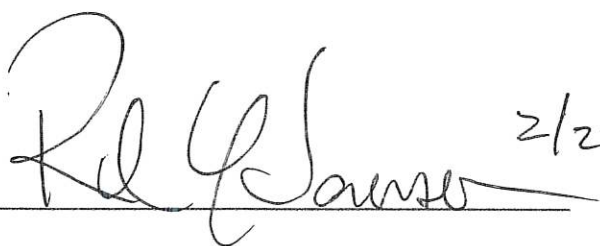
A 3% cost of living increase will be added every year starting March 1, 2025 and each year after.

A fuel surcharge will be in addition to the above cost - all Residential and Commercial cans will be charged a fuel surcharge according to the Fuel Chart below.


FUEL COST AVERAGE PER MONTH	INCREASE PER RESIDENT & COMMERCIAL - PER CAN
\$2.50 - \$3.50 per gallon	.33 Cents Increase
\$3.51 - \$4.50 per gallon	.66 Cents Increase
\$4.51 - \$5.50 per gallon	.99 Cents Increase
\$5.51 - \$6.50 per gallon	\$1.32 Increase

Permanent dumpsters at town park, and any other locations in town will be \$150.00 per can dumped 1 x week (except during winter months when they will be on call), changes to this cost will be increased if landfill/fuel prices raise.

Contractor will retain insurance requirements of at least \$2,000,000 and will name the Town as an additional insured and indemnify, hold harmless, and defend the town in the event of a claim, liability, or suit.

 2/29/24

By: Mayor, Huntsville Town Date

Attest:
 3/6/24

Town Recorder Date

 2/29/24

Val Sanders, Pres. Econo Waste, Inc. Date

HUNTSVILLE TOWN
RESOLUTION 2024-02-13B

HUNTSVILLE MARATHON AGREEMENT

A RESOLUTION OF HUNTSVILLE TOWN, UTAH, ADOPTING THE
HUNTSVILLE MARATHON AGREEMENT

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

WHEREAS, Utah Code §10-3-717 allows the governing body of Huntsville Town to exercise all administrative powers by resolution including regulating the use and operation of municipal property;

WHEREAS, the Town sponsors the Huntsville Marathon each year and desires to enter an Agreement for the same;

WHEREAS, the Town has negotiated the Agreement for the Huntsville Marathon with the event organizers;

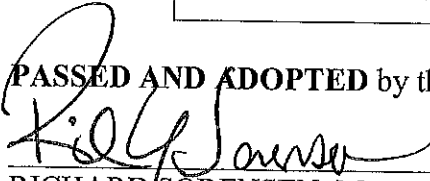
NOW, THEREFORE, be it resolved by the Town Council of Huntsville, Utah, as follows:

Section 1: Agreement. The Mayor is hereby authorized to finalize and execute the terms of the Agreement for the Huntsville Marathon hereby adopted and incorporated herein by this reference as set forth in Exhibit "A" attached hereto.

Section 2: Effective Date. This Resolution shall be effective immediately upon adoption.

VOTES	AYE	NAY	RECUSED	EXCUSED
Mayor Richard Sorensen	X			
CM Lewis Johnson	X			
CM Sandy Hunter	X			
CM Artie Powell	X			
CM Bruce Ahlstrom	X			

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


RICHARD SORENSEN, Mayor

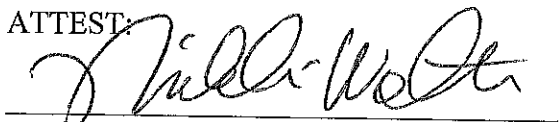
ATTEST:

Town Clerk



Exhibit A

AGREEMENT

This Agreement ("Agreement") is made as of February 13, 2024, by and between Huntsville Utah Marathon and Half Marathon, a (pending) Utah non-profit corporation ("Marathon Committee") and Huntsville Town Corporation ("Town").

WHEREAS, Marathon Committee desires to organize and run an annual public running event utilizing streets, parks and other public facilities operated and approved by the Town similar to that conducted by the Town in 2012-2021 (the "Marathon") and such shall be insured by and at the expense of the Marathon (see section 5); and

WHEREAS, Town desires to cooperate with Marathon Committee with respect to the Marathon as provided for herein.

NOW, THEREFORE, for good and valuable consideration, the adequacy and receipt of the which is hereby acknowledged, the parties agree as follows:

1. **Marathon.** Marathon Committee is hereby given the sole and exclusive right to publicize, organize and operate the Marathon. Marathon Committee shall coordinate the date for the Marathon with the Town and shall keep them generally informed of the planning for the Marathon. Town shall use its best efforts to cooperate with Marathon Committee with respect to such planning and the running of the Marathon. In such organization and operation by the Marathon Committee, it shall strive to:
 - a. Achieve a standard of excellence within its peer group of race events;
 - b. Minimize risk to the Town;
 - c. Maximize net revenue from the Marathon; and
 - d. Maximize community involvement with the Marathon from the entire Ogden Valley.

Marathon Committee shall generally conduct itself and the Marathon in such a manner as generally conducted by other public charities.

2. **Proceeds.**
 - a. Marathon Committee shall annually pay the Town fifteen percent (15%) of the gross amount of the cash actually received by the Marathon Committee from ticket sales for the full and half marathon for such year. If any year's Marathon has less than 1,000 of paying runners, combined from all running events, then Marathon Committee shall instead pay to the Town twenty percent (20%) of Marathon Committee's net receipts from the full and half marathon events. In either case, payment attributable to a Marathon shall be made to the Town no later than sixty (60) days after the running of such Marathon.
 - b. Marathon Committee shall annually determine the amount from any remaining net proceeds from the Marathon that should be carried over to help promote, organize and run the next year's Marathon. Marathon

Committee shall annually contribute all remaining net proceeds to one or more municipal entities and/or public charities who have been recognized by the Internal Revenue Service's as satisfying section 501(c)(3) of the Internal Revenue Code and who have a physical presence in or around Huntsville, Eden, Liberty, and/or Ogden Canyon.

- c. A financial report shall within sixty (60) days after each Marathon be provided to the Town by the Marathon Committee showing the results, successes, and failure and future plans of the Marathon. The Town shall have a right to audit such report or Marathon Committee's other books and records provided at least fifteen (15) days prior written notice has been given to Marathon Committee.
3. **Term.** It is the intent of the parties that this Agreement and the Marathon continues for a duration of ten (10) years. The parties may renew for an additional term by a separate agreement. The Marathon and Town commit to evaluation of terms every three (3) years. However, the Town may at any time determine that it desires to terminate this Agreement early, in which case, the Town must give Marathon Committee written notice of such termination at least two (2) years prior to such termination date. Section 5 provides for the Town's loss of its interest in the Marathon trade names and trademarks as a result of such early termination. In the event the Marathon Committee is liquidated or dissolved, all of its assets, including but not limited to the trade names and trademark described in Section 5, shall be distributed to the Town.
 4. **Trademarks.** As a result of the past Marathon and through the operation and running of future marathons, there will be trade names and trademarks created, such as the "Huntsville Utah Marathon". Marathon Committee and the Town shall equally own all such trade names and trademarks, however, Marathon Committee shall have an exclusive, royalty free right to use all such trade names and trademarks in the promotion of the Marathon. In the event the Town terminates this Agreement, whether with or without cause, Marathon Committee shall automatically acquire all rights and title to such trade names and trademarks for early termination.
 5. **General.** Marathon Committee shall:
 - a. Maintain its financial records in a consistent manner utilizing good accounting standards commonly practiced by other charitable entities.
 - b. Not borrow money or incur indebtedness that is secured with Town property, other than the Marathon trade names and trademarks.
 - c. Not sell the Marathon or the Marathon trade name or trademarks, without the prior written consent of the Town; and
 - d. Shall maintain good and adequate liability insurance.
 - i. The Marathon and organizers will carry insurance for the event and this Agreement that includes the Town, County, and UDOT as additional insured in the amount of \$2 million.

- ii. In the event of any liability arising under the event or this Agreement that the Marathon Committee agrees to indemnify, defend, and hold harmless the Town, County, and UDOT.

6. **Miscellaneous Provisions.**

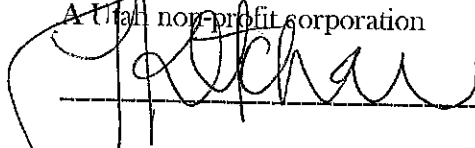
- a. Headings. The subject heading of the sections and subsections of this Agreement are included for purposes of the convenience only and shall not affect the construction or interpretation of any of its provisions.
- b. Entire Agreements; Conflicting Terms. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter contained in it and supersedes all prior agreements, representations, and understandings of the parties. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by both parties. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provisions, whether similar, nor shall any waiver constitute a continuing waiver.
- c. Counterparts. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute the same instrument.
- d. Assignment. Neither this Agreement nor any of the parties' rights or obligations hereunder may be assigned or otherwise transferred to any other person, partnership, firm or corporation, without the prior written consent of the other party hereto, which consent shall not be unreasonably withheld.
- e. Binding Effect. This agreement shall be binding on and shall inure to the benefit of the parties hereto and their respective legal representatives, heirs, successors and permitted assigns.
- f. Attorney Fees. In the event of a dispute between the parties arising out of this Agreement, the successful party, whether arbitration is sought, shall be reimbursed by the other party hereto for all costs and expenses of such dispute, including, but not limited to, reasonable attorney fees.
- g. Force Majeure. In the event Marathon Committee shall be delayed or hindered in or prevented from doing or performing any act required in the Agreement by reason of casualties, Acts of God, labor troubles, riots, insurrection, war or other causes beyond the reasonable control of such party, then Marathon Committee shall not be liable or responsible for any such delays and the doing or performing of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

Executed and be effective as of the day and year first written above.

Marathon Committee:

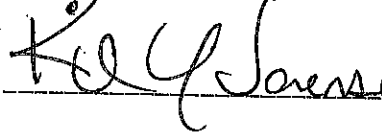
Huntsville Utah Marathon and Half Marathon,

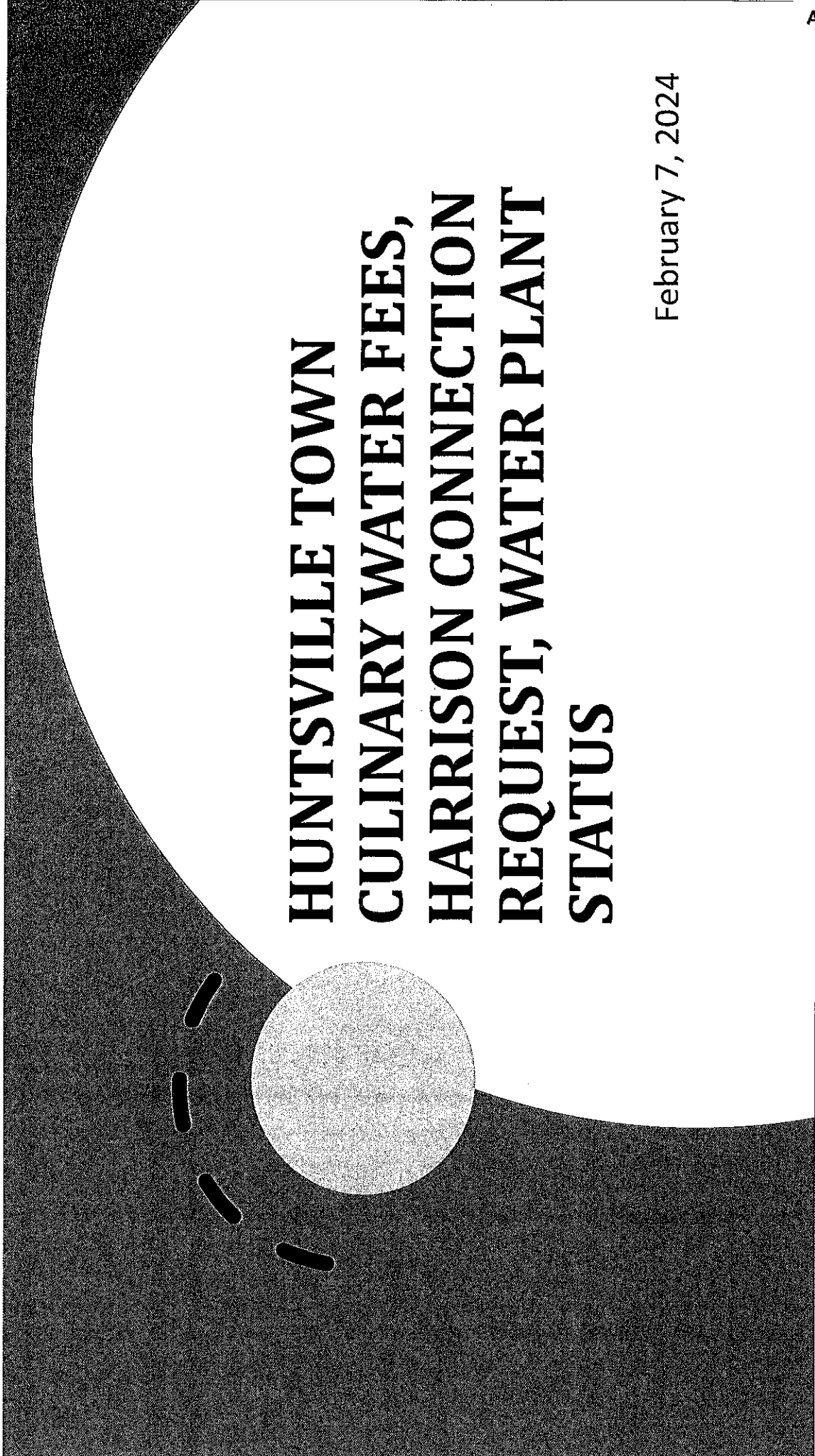
A Utah non-profit corporation



Town:

Huntsville Town Corporation

 2/14/24

A decorative graphic on the left side of the page features a large, textured grey circle representing a sun. To its left, several curved, horizontal lines of varying lengths and thicknesses represent rays emanating from the sun. The background is a dark, textured grey with a white curved shape on the right side.

HUNTSVILLE TOWN CULINARY WATER FEES, HARRISON CONNECTION REQUEST, WATER PLANT STATUS

February 7, 2024

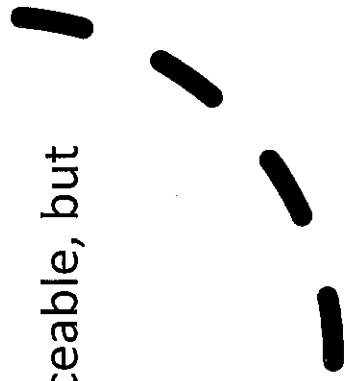
Agenda

- Potential Changes to Water Fees
- Harrison Request for Water Hookup
- Water Plant Status



Potential Fee Changes: What Are the Categories of Water System Customers?

- Primary category is the residential user
 - 318 connections, which includes full and part-time
- Commercial, Forest Service
 - 7 connections currently
- Lots with connections, not using water
 - Unoccupied structures (e.g., Cleo Bauer)
 - Uninhabitable (e.g., Jensen, Michelony)
 - Connections with no meter
 - Vacant lots that once had a house
 - Vacant lots ready for building
- Not a customer – lots that are serviceable, but never had a connection
 - Have not paid the connection fee



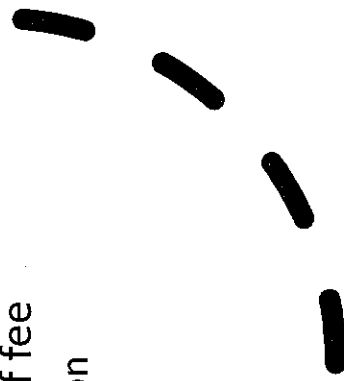
Residential and Commercial Connections

- Monthly charges account for the bulk of our revenue
- Recommend keeping the current turn off/turn on fee (\$75)
 - Accounts for the temporary turn off for building/remodeling/maintenance



Have a Connection but Not Using Water

- If meter is in place, charge the minimum monthly fee
 - Not using does not mean temporarily not using (i.e., seasonal resident)
 - Water is there if and when they want it
- If meter not in place, no charge
 - Water is not available – similar to gas and electric connections that are turned off
 - Suggest establishing a meter removal/reinstall fee different from the current turn off fee
 - Takes more labor than turn off/on
 - Recommend ~\$150



Hardship Cases?

- What are potential criteria for determining hardship?
 - Unexpected loss of income
 - Income below the establish poverty line
 - Unfortunate circumstance
- Hardship cases would be handled on a case-by-case basis
 - What's a reasonable reduction in monthly fee?
- There are a few users that are falling behind on payments
 - Certified letters have to be sent each month
 - Increased late fee is needed to cover the extra clerical time involved



Potential Changes to Current Fees

Late Fee - ~~1-1/2%~~ 10% of the total bill
Certified Letter Fee - \$ 15 Return Check Fee - \$ 30

Water Turn Off ~~Shut-Off~~ Fee - \$ 75 Water Turn On Reconnect Fee -
\$ 75

Culinary Water Connection Fee (Huntsville Town) - \$ 7,500

Culinary Water Connection Fee (Out of Town) - \$ 30,000

Culinary Water Meter Fee-(3/4" meter*) - \$ 350

Culinary Water Connection Installation Fees (~~provide for~~ up to 30
feet of 3/4" at cost of)- \$ 350. Property Owner will pay the
cost of connection beyond 30 feet of 3/4" pipe. Larger lines
will cost more.

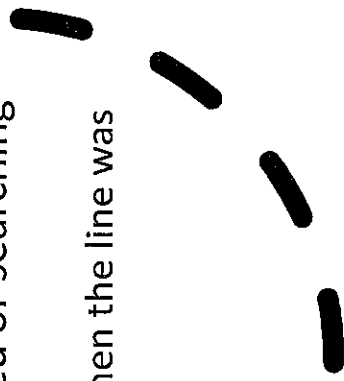
Meter Removal/Reinstall Fee - \$150

Fire Hydrant - \$ 20,000

Water Fees for Construction or Companies - \$ 50 per 1,000
gallons and \$ 25 for each additional 1,000 gallons

Harrison Request for Water Hookup

- Piping from the treatment plant to Town has easements through private properties
 - Talking to Scott Richardson, we executed easements with owners along the entire route
 - Negotiated no connection fee hookups in return for easements
- Harrisons have requested a hookup as their property never received one
 - No documented easement for the property was found via a title search they funded or searching our files
 - They didn't own the property when the line was installed



Recommendation for Harrison Property

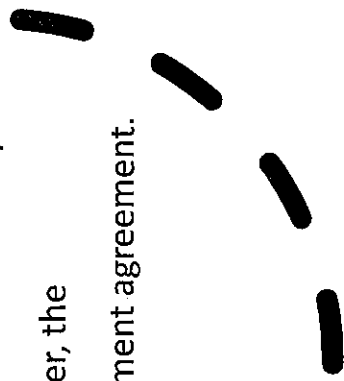
- Easements exist with owners on either side
 - Burley and Richmond (Harrison just purchased Richmond property)
- While currently no out of town connections are being granted, will service letters/easements have recently surfaced that Town had no copy of
 - Recently it was Bennet and now Richmond
- Recommendation
 - Provide Harrison with a single no fee connection, comparable to the other nearby easements
 - If they want to install the connection, there would be the usual out-of-town installation fees
 - Make it dependent on executing an easement document that identifies the exact routing of line

Recommended Letter to Harrison

The Huntsville Town Council reviewed your letter requesting a culinary water connection and researched our records regarding your property and the water line of ours that runs through it. We can find no easement agreement. The council agrees that it doesn't seem appropriate that your property didn't receive a connection or no easement agreement was made. The Town is offering you a single connection with the now \$30,000 out of town connection fee waived.

If you want to use the connection, the usual installation and monthly fee costs would need to be paid. If you accept our offer, the arrangements need to be documented in a new easement agreement.

Please advise us of your wishes,



Water Plant Status

- Maintaining an ongoing schedule of tasking
- Currently functioning within our budget for ongoing operations and short maintenance
- Setting aside funds for lifecycle upgrades



TASKS TO BE PERFORMED - February 2024	BEST TIME TO PERFORM	COST/CONTRACTOR/TOWN RESPONSIBLE PERSON
#1 - Add additional computer monitoring by programming Opto 22 to calculate daily (24 hr periods) water usage. Resolve the issue with Town/Viewer not reporting alarms via text messages. Currently no notifications are being sent out.	November 2023	ARPA funds APCC Team
#2 - Determine the cause of the Chlorine leak in the Plant. Overhaul screen and resolve the issue. Replace Chlorine gas detector/Alarm system, and #42 below	November 2023	\$5,000-ARPA funds APCC/Aqua Engineering Ron/Steve
#3 - Install a temperature sensitive thermostat to control the heat in the chlorine room, repair the automated venting unit, and install an oxygen leak on the oxygen tank.	November 2023	ARPA funds APCC/Aqua Engineering Ron/Steve
#4 - Complete refurbishment of reservoir level reporting system.	Spring 2024	ARPA funds Ron/Steve
#5 - Replace door locks with electronic keypad locks.	Spring 2024	\$1,500 M&A funds Steve
#6 - Continuing plant infrastructure refurbishment Obtain spare Ashcroft pressure transducers for the raw water and cartridge filter pressure sensing	Ongoing through 2024	M&A funds Aqua Engineering Steve Brad Layton
Install automatic condensation discharge for air compressor Investigate refurbishing the booster motors/pumps	Fall 2023	\$5,500-ARPA funds Steve/Ron
#7 - Consider refurbishing the used chlorine pump and one meter (Johnson Electric) and purchasing a spare ethane meter/pump - possibly call one of the pumps.	Fall 2023	\$29,000-ARPA funds Brad Layton
#8 - Complete installation of backup power supply - upload the Genesis app to receive remote reporting.	Will require having the plant offline for up to 3 days. No sooner than FY 25.	M&A funds for analysis. ~\$38,000, Capital IMP Ron/Steve
#9 - Plan for a future refurbishment of the two multi-media filters and reactant tank.	Summer 2024	Remaining ARPA funds and Capital Improvement funds APCC/Aqua Engineering Ron/Steve
#10 - Investigate the possibility of, and obtain a cost estimate for, replacing at least the primary pneumatic controlled valves that experience the hammer issue with electric motor driven units. This would require some mods to the control subsystem that activates the valves.	Summer-Fall 2024	Steve/Thom M&A funds
#11 - Complete initiation of Cross Connection program. Conduct survey, inspect backflow preventors, etc.	Summer 2024	M&A funds Steve/Thom/David
#12 - Conduct distribution system survey/refurbishment evaluation and coordinate with Fire Dept. on plan for fire hydrant inspections	On-going	M&A funds Angie
#13 - Continue gathering data, prepare and submit responses to State violation remediations	Summer 2024	M&A funds David/Gary
#14 - Complete GIS mapping of the distribution system (Did Steve record the reservoir drain with GIS?)	Summer 2024	M&A funds David
#15 - Conduct a Lead Survey and complete mapping the distribution system.	Summer 2024	Steve/Ron
#16 - Replace flow meter in backwash subsystem	Summer 2024	Mike E.
#17 - Install motion detectors on outdoor lights and cameras	November 2023	APCC/Ron
#18 - Evaluate the uninterruptible backup power units for additional capacity/replacements. Currently, when a power outage occurs, it requires manually resetting the UPS to bring the plant back up.		