Staff Report

Coalville City
Community Development Director

To:	Coalville City Council and Mayor
From:	Don Sargent, Community Development Director
Date of Meeting:	August 26, 2024
Re:	Chalk Creek Estates Phase 4 - MPD Development Agreement (DA)
Action:	Review, Discussion, and Possible Approval

Chalk Creek Estates Phase 4 MPD Development Agreement

REQUEST

Review, discuss, and consider approving the development agreement (DA) for the Chalk Creek Estates Phase 4 Master Planned Development (MPD).

BACKGROUND

The Phase 4 Subdivision of the Chalk Creek Estates Development is located off Chalk Creek Road as shown on the Aerial Map as *Attachment A*.

On July 11, 2022, the Coalville City Council approved the Chalk Creek Estates Phase 4 MPD and Preliminary Subdivision Plat for the project. The approval of the MPD vested the development with respect to Use, Density and Configuration. *Attachment B* includes the Findings of Fact, Conclusions of Law and Conditions of Approval of the approval action.

On March 13, 2023, the City Council approved the Final Subdivision Plat and Construction Drawings for the project. Condition 6 of the MPD approval required the applicant to submit a development agreement for review and approval by the City Council prior to recordation of the final subdivision plat.

The applicant elected to construct the development prior to recording the final subdivision plat which has been on-going over the past year. Staff has been coordinating with the applicant in preparing a development agreement for the project for City Council review and approval. *Attachment C* includes the draft development agreement.

ANALYSIS

The Development Agreement was reviewed by Staff for consistency with the provisions of the MPD approval, applicable Development Code requirements and engineering standards of the City.

The purpose of the development agreement is to memorialize and address the development plan details, MPD approval conditions, city water and sewer service capacity and timing demands, and developer obligations and responsibilities overtime as the project builds out.

Required Review Process

According to Section 33-040 of the development code, all MPD approvals shall be put in the form of a development agreement, reviewed and approved by the City Council, signed by the Mayor, and recorded with the Summit County Recorder.

RECOMMENDATION

Staff recommends the City Council review and discuss the draft development agreement and consider approving the agreement. As an alternative action the City Council may provide input and direction to Staff and/or the applicant for an approval action at a subsequent meeting.

Attachments:

A Aerial Location Map
B MPD Findings of Fact, Conclusions of Law and Conditions of Approval
C Draft Development Agreement

ATTACHMENT A

SUMMIT COUNTY

1 in = 752 feet

Aerial Map

Summit County Parcel Viewer Application
Printed on: 5/10/2022
Imagery courtesy of Google

N W E S

This drawing is neither a legally recorded map nor a survey and is not intended to be used as such. The information displayed is a compilation of records, information and data obtained from various sources, including Summit County which is not responsible for its accuracy or timeliness.

ATTACHMENT B

Chalk Creek Estates Phase 4 Subdivision MPD

The following are findings of fact, conclusions of law, and conditions of approval for the Chalk Creek Estates Phase 4 Subdivision Master Planned Development (hereafter referred to as "MPD").

Findings of Fact:

1. The Chalk Creek Estates Phase 4 Subdivision Property, Parcels CT-327, and CT-327-B are zoned Medium Density Residential (R-2) which allows 2 lots per acre. The property includes 11.34 acres and is therefore eligible for 22 lots.

2. The owner of the Chalk Creek Estates Phase 4 Subdivision Property, Boyer Family Investment, Chris Boyer, ("Applicant") duly applied for a Subdivision and MPD on June 6, 2022, for the Chalk Creek Estates Phase 4 Property. The Applicant is also the Developer.

3. The Preliminary Subdivision Plat and MPD application was determined complete, with all required information on June 17, 2022.

4. The Planning Commission reviewed, discussed, and conducted a public hearing on the Preliminary Subdivision Plat and MPD on June 20, 2022 and recommended approval of project to the City Council.

5. The City Council conducted a public hearing and approved the Preliminary Subdivision Plat and MPD on July 11, 2022.

6. On September 19, 2022, the Planning Commission conducted a public hearing and recommended approval of the Final Subdivision Plat and Construction Drawings to the City Council.

7. On March 13, 2023, the City Council conducted a public hearing on the Final Subdivision Plat and Construction Drawings (approval action to be determined at the meeting).

Conclusion of Law:

1. The proposed Chalk Creek Estates Phase 4 Development is being processed as a Subdivision and MPD as required by the City Development Code, which is intended to produce superior project design through flexible and innovative development provisions that advance the goals of the City's General Plan.

2. No new zone district or overlay designation is being requested that is not already existing in the development code and on the zoning map of the City.

3. In considering the Subdivision and MPD, the City Council considered the following conclusions of the MPD required findings in Section 8-6-080 of the development code:

a) The MPD site design integrates well into the natural terrain, minimizes excessive site grading, and protects and preserves surrounding natural areas.

b) The MPD makes suitable provisions for the protection, preservation, and enhancement of wildlife habitat, watercourses, riparian areas, drainage areas, wooded areas, steep terrain and similar natural features and sensitive lands.

c) The MPD takes adjacent land uses into consideration and mitigates potential impacts, including but not limited to, flooding, erosion, subsidence, sloping of the soil or other dangers and nuisances, through careful site planning. Integration of connectivity with adjacent properties, as applicable, has also been considered and provided.

d) The MPD has direct vehicular access from a public road or suitable private road or driveway access meeting all requirements of the City's engineering, development code and fire district standards.

e) The MPD has a secondary point of access/emergency access or other mitigation satisfactory to the City Council and fire district.

f) All roads/streets within the MPD follow the natural contours of the site wherever possible to minimize the amount of grading and balance cut and fill.

g) Existing or proposed utility and public services are adequate to support the proposed MPD at normal service levels and are designed in a manner to avoid adverse impacts on existing adjacent land uses, public services, and utility resources.

h) The proposed structures within the MPD are located on reasonably developable portions of the site as determined by the site analysis and sensitive lands determinations. The open areas within the MPD are designed so that existing significant vegetation can be maintained to the greatest degree possible.

i) The MPD includes adequate internal vehicular and pedestrian/equestrian/bicycle circulation in accordance with the City's Transportation and Trails Master Plans.

j) The MPD includes adequate and designated areas for snow removal and snow storage.

k) All exterior lighting within the MPD is downward directed and fully shielded in compliance with the City Outdoor Lighting standards.

l) The MPD, as conditioned, complies with all the requirements of the development code.

m) The MPD, as conditioned, is consistent with the General Plan.

n) The MPD has been noticed and a public hearing held in accordance with the development code.

4. The Planning Commission conducted the required public hearings on the Chalk Creek Estates Phase 4 Subdivision and MPD on June 20, 2022, and September 19, 2022. The City Council conducted the required public hearings on the Chalk Creek Estates Phase 4 Subdivision and MPD on July 11, 2022, and March 13, 2023.

5. The proposed Chalk Creek Estates Phase 4 Subdivision and MPD was determined to comply with the applicable development code standards.

6. The Chalk Creek Estates Phase 4 Subdivision and MPD, as conditioned below, will satisfy the required findings in Section 8-6-080 of the Development Code with evidence that supports the conclusions for the City to approve an MPD.

Conditions of Approval:

1. The applicant shall be responsible for the installation and/or construction of public recreational improvements for the direct benefit of the development and surrounding community on the park space identified as Parcel A on the subdivision plat as required by Section 8-4-080 of the development code. The park improvements shall include 4 picnic tables on 3 concrete pads, 9 native ornamental trees, 2 off-street parking spaces, planted turf and irrigation system as shown on Exhibit A-Public Park Plan.

2. The applicant shall provide a Class II Trail along Chalk Creek as shown on Exhibit A. The trail shall include a 16-foot easement, 8-foot-wide paved pedestrian/bike trail surface and be located no closer than the historic high-water line of Chalk Creek. The connecting concrete walkway and loop sidewalk as shown on Exhibit A to remain and be constructed by the developer.

3. The applicant may pay a fee in lieu of constructing the Class II Trail segments at the estimated construction cost of the trail as determined by the city engineer upon review of a cost estimate prepared by a licensed contractor submitted by the applicant.

4. The applicant shall submit final lighting and signing plan details for review and approval by Staff prior to recordation of the subdivision plat.

5. The applicant shall provide a final public street landscaping and irrigation plan for review and approval by Staff prior to recordation of the subdivision plat.

6. A draft Development Agreement for the project shall be submitted by the applicant for review by Staff and approval by the City Council prior to recordation of the subdivision plat.

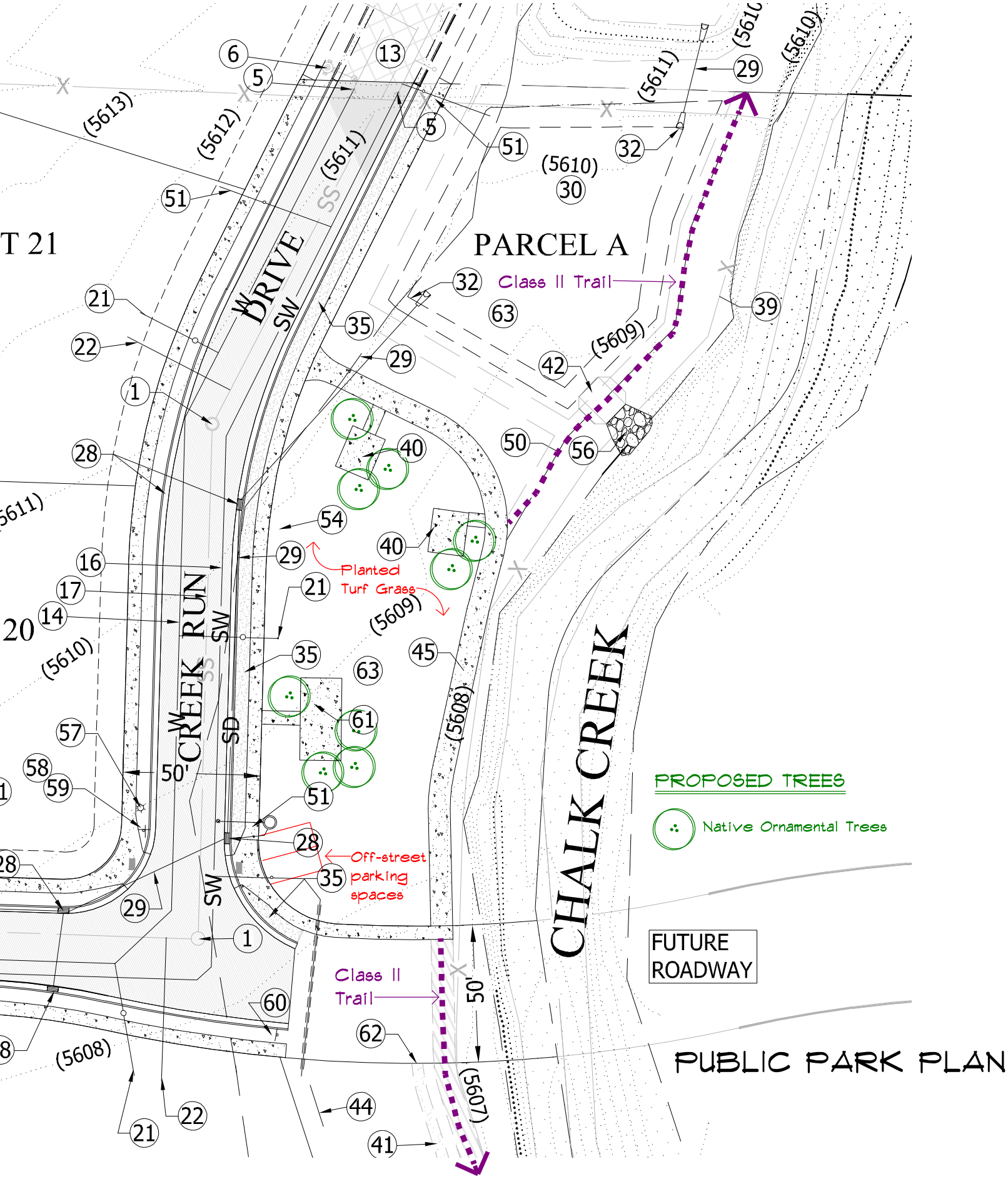
7. The applicant shall execute a city water agreement for culinary and secondary water service for the development prior to recordation of the final subdivision plat.

8. The applicant shall execute the city development improvement agreement and performance guarantee for all public improvements prior to recordation of the final subdivision plat.

9. Installation of meters shall be required on existing and new secondary water service connections in the development.

10. Staff shall verify the project construction details for compliance with the development code and engineering standards and specifications prior to recordation of the final subdivision plat.

EXHIBIT A


PARCEL A
T 21
20
DRIVE
CREEK RUN
CHALK CREEK
Class II Trail
Planted Turf Grass
Off-street parking spaces
Class II Trail
PROPOSED TREES
Native Ornamental Trees
FUTURE ROADWAY
PUBLIC PARK PLAN
50'
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ATTACHMENT C

Chalk Creek Estates Phase 4

Master Planned Development

Development Agreement

August 12, 2024

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DEVELOPMENT AGREEMENT

This Development Agreement ("**Agreement**") is entered into this 12th day of August 2024, by and between COALVILLE CITY CORPORATION, ("**City**") a municipal corporation of the State of Utah located in Summit County, and _Boyer Family Investments_____, LLC., a Utah limited liability corporation ("**Master Developer**"). City and Master Developer may hereinafter be referred to individually as a "**Party**" and collectively as the "**Parties**."

RECITALS

A. To provide a comprehensive project design strategy to create projects, including mixed use development, that best address site conditions, the characteristics of the surrounding properties, as well as community and market demands,, the City has adopted Master Planned Development provisions, *Coalville City Ord* § 8-6-010 *et seq.* (2019) (the "**MPD Ordinance**"), within the Coalville City Development Code (the "**Code**"), which authorizes the City to consider a master planned development proposal of an owner of real property within the City's jurisdiction.

B. The MPD Ordinance allows the clustering of density and uses permitted in the underlying zoning district(s). The City is required to make certain findings to support the requirements of the development standards and other provisions that apply to, govern, and vest the development, use, and mitigation of the development impact of the real property included in the MPD Approval.

C. Master Developer owns certain real property consisting of approximately 11.34 acres located in Coalville City, as legally described in Exhibit "A" (the "**Property**"), and more particularly depicted on the Project Subdivision Plat/Site Plan in Exhibit "B". Master developer desires to develop the Property as a master planned development in a manner consistent with the MPD Ordinance, to be developed and known as "_Chalk Creek Estates Phase 4 Subdivision_____" (the "**Project**").

D. Master Developer and the City desire to enter into this Agreement to implement the MPD Approval and to set forth the covenants and commitments of each Party more fully, while giving effect to applicable State law, City Ordinances, and the Code. The Parties understand and intend that this Agreement is a "development agreement" within the meaning of, and entered pursuant to the terms of, *Utah Code Ann*. § 10-9a-102 (2020).

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises set forth herein and other good and valuable consideration, the adequacy, sufficiency, and receipt of which are hereby acknowledged, the Parties hereby voluntarily mutually agree as follows:

A. Terms

1. DEFINITIONS AND CONSISTENCY

1.1. DEFINITIONS

All capitalized terms in this Agreement shall have the meaning set forth in Section 13.0.

1.2. CONSISTENCY WITH LAW

The Project is consistent with the Code the MPD Ordinance and other City Ordinances, and Utah State Law. This Agreement is consistent with the terms and conditions of the MPD Approval. The Project has been processed, considered, and executed under the existing Medium Density Residential (R-2) Zone District(s) to facilitate development of the Property, pursuant to the City's administrative authority in accordance with the MPD Ordinance and the Code. The City Council, acting as the land use authority, has issued the MPD Approval as a land use decision in accordance with *Utah Code Ann.* § 10-9a-103(32)(c)(i) (2020), pursuant to Master Developer's land use application.

2. PROJECT DESCRIPTION

2.1. PROJECT ZONING AND DEVELOPMENT ENVELOPES

This Agreement governs and vests the zoning, development, use, and mitigation for the Project, as legally described within Exhibit "A" and graphically shown on Exhibit "B". The Property within the boundaries of the Project shown on Exhibit "B", together with the associated off-site improvements, shall be physically developed pursuant to the terms and conditions of this Agreement.

2.2. PROJECT ELEMENTS

The Project includes the Intended Uses, which include the following elements, except as may be modified pursuant to Section 10.3.2:

Residential Density

Primary Dwelling Lots/Attached Units (22 total lots/units)

Open Space and Trails (Recreation)

Primary Open Space 0.98 Acres

Park Space 0.29 Acres

Trails 632 Feet Lineal Feet/Miles

Commercial Intensity

Building N/A Square Feet

Support Facilities

As described in Section 4.1 and 4.2 below specifically, and this Agreement generally.

2.3. MPD SITE PLAN AND PROPERTY BOUNDARIES

2.3.1. The Project Subdivision Plat/Site Plan, attached hereto as Exhibit "B" is derived from a scaled survey, but is at too small a scale to depict surveyed boundaries on the ground. Accordingly, the Development Parcel boundaries and their associated acreages shown on Exhibit "B" are approximate. A large version of the Project Subdivision Plat/Site Plan, with surveyed exterior boundaries, shall be kept on file with the City. Surveys of internal Project Phase boundaries will be submitted with Development Applications.

2.4. INTENDED USE

2.4.1. It is the intent of the Developer and/or Owner of the Development to operate the Project as:

Residential subdivision including ___22___ lots.
Multi-family development including __-0-_____ units.
Commercial development including __-0-_____square feet.

3. PRIOR AGREEMENTS AND FUTURE LAWS

3.1. EFFECT OF DEVELOPMENT AGREEMENT

To the extent a general provision of the Future Laws conflicts with a specific provision of this Agreement or an interpretation necessary to give effect to the Agreement, then this Agreement shall control.

3.2. DEVELOPMENT AGREEMENT SUBJECT TO APPLICABLE VESTING LAWS

This Development Agreement is subject to Applicable Vesting Laws.

3.3 FUTURE APPLICATIONS SUBJECT TO FUTURE LAWS

All future development applications shall be subject to Future Laws, as that term is defined in Section 14, provided that Future Laws shall not apply to the vesting of **USE, DENSITY and CONFIGURATION** or specific provisions of this Agreement that existed and were in effect on _June 17, 2022_____. Future development rights, obligations and responsibilities including building permit application processing, fee schedules, procedures, policies, development ordinances, resolutions, engineering standards, water quality and quantity requirements, utility standards, sign standards, lighting standards, etc. shall be construed and enforced by the current standards in effect at the relevant time referred to herein as **Future Laws.** The exception to vesting described in Section 15.4, and which shall be considered as included within the definition of Future Laws, shall apply to all future applications, subject to the limitation found in Section 3.3.

4. LAND USE AND PROJECT ELEMENTS

4.1. MPD OVERALL SITE PLAN OR SUBDIVISION PLAT

The City Council approved the following components of the Project entitled "Site Plan" or "Subdivision Plat" of the MPD Application:

A. __22__ Subdivision Lots
B. __-0-__ Multi-Family Units
C. __-0-__ Commercial Buildings (square feet)
D. __1.27__ Acres of Total Open Space
E. Public Dedicated or Private Road(s)
F. Public Dedicated Sidewalk(s) and Public or Private Trail(s)
G. Public Dedicated or Private Park(s)

4.2 SUPPORT FACILITIES

The Project may include various support facilities and private amenities consistent with the Code.

5. CONSTRUCTION, SITE, LANDSCAPE, AND SIGN STANDARDS

All project construction will follow Applicable Vesting Laws. This Section of the Agreement sets additional standards for development of the Project. All Project Phases must comply with these standards and guidelines.

All construction shall be designed and constructed in accordance with the applicable City building code and engineering standards and construction specifications.

5.1. DRC REVIEW REQUIRED FOR DESIGN GUIDELINES AND STANDARDS

If applicable, Design Guidelines shall be administered by the development Design Review Committee (DRC). The DRC shall review and approve each Building Permit Application, for compliance with the Development Design Guidelines prior to submittal for review and approval by the City. The DRC's approval shall be noted in each such Building Permit Application, which shall be submitted for review and processing. If the City determines that a Building Permit Application does not comply with the Code or City Engineering Design and Construction Standards, or Dimensional Standards within Section 5.2, or that the DRC has failed to provide approval, the City may require revisions to the application.

5.2. DIMENSIONAL STANDARDS

This subsection outlines the dimensional standards applicable within the Project Site consistent with the MPD Approval to allow or impose restrictions as contemplated by the City's applicable Code provisions and City MPD Ordinance.

5.2.1. **Residential Setbacks and Maximum Height**

Setbacks shall be as noted on the Subdivision Plat or Site Plan consistent with the MPD approval or Applicable Vesting Laws.

Maximum building height shall be 35 feet or as required consistent with Future

Laws. Design features such as chimneys, flues, vents, and cupolas may exceed the maximum building height by no more than eight (8) feet.

5.2.2. **Allowed Encroachments into Setbacks**

A. Uncovered decks, patios, walkways, and other minor structural elements less than 18-inches in height are exempt from Setback requirements provided they are located at least 15 feet from a dwelling or commercial building on the adjoining lot and 3 feet from the property line.

B. Retaining walls and rockeries and other similar landscape features are allowed within Setbacks.

C. Monument signs may be located within Setbacks.

D. Encroachments shall only be allowed if a minimum thirty-inch-wide (30") access path at the ground level is maintained for emergency purposes. For example, decks may require stairs, or fences may require a gate.

E. Mechanical equipment may be allowed within setbacks if it is sufficiently screened for visual and noise impacts.

F. Fences six (6) feet in height or less.

5.2.3. **Measurement of Setbacks**

Setbacks are measured perpendicular from the property line to the outside wall of the foundation or support of a structure.

5.2.4 Non-Residential Development: Setbacks and Height

Setbacks for all Non-Residential Development shall be consistent with the Code, Development Design Guidelines, subject to review by the DRC, if applicable, as established in Section 11.2.

5.3. PARKING STANDARDS

The standards for parking facilities are intended to promote vehicular and pedestrian safety and efficient land use. The standards in this section are consistent with or are in addition to those set by the Code.

5.3.1. **Minimum Parking Requirements**

Parking shall comply with the Code and the additional standards provided below.

Residential and Non-Residential Development and certain support uses within the Project shall provide off-street parking spaces pursuant to Table 1 below. Guest parking may be satisfied by shared lot parking.

Table 1 – Parking Standards

Use	Required Spaces Per Use
Single-Family	2
Accessory Dwelling Unit/Nightly Rental	1
Support Uses	As required by Future Laws
Non-Residential Uses	As required by Future Laws

5.4. SIGNAGE STANDARDS

5.4.1. Sign Standards Applicability

The Project shall be subject to the definitions, standards, requirements, and processes of the sign ordinance section of the Code at the time of application, as well as the additional standards further detailed herein, or Master Developer may opt to propose a comprehensive sign plan for the overall project detailing sign types, dimensions, lighting, etc.

5.4.2. Sign Permits Review Process

Sign permits shall be reviewed pursuant to the sign ordinance section of the Code, the development Comprehensive Sign Plan (if provided) and Section 11.0 of this Agreement.

5.4.3. Real Estate and Construction Sign Program

The Developer may create a construction and real estate sign program that includes standards for the size, number, location and removal of construction and real estate signs within the Project. This sign program shall at a minimum meet all requirements related to construction and real estate signs within the sign ordinance section of the Code, including the requirement to obtain a sign permit from City and review and approval by the DRC, if applicable.

5.4.4. DRC Review

Master Developer and/or DRC may propose varied sign standards and limits than those contained in the sign ordinance section of the Code through a comprehensive sign plan.

5.4.5. Design Standards

Project identification signs shall be designed with similar materials and architectural

character as the buildings within the development to provide a cohesive appearance.

5.5. LANDSCAPE, FENCING, AND BERMING STANDARDS

5.5.1. **Applicability**

The provisions of this Section establish the landscape, fencing, and berming standards and plans for the Project.

5.5.2 Construction Process

The landscape, berming, and fencing plans designed and approved by a landscape architect licensed in the State as shown on the Site Plan and construction drawings for the project shall be implemented by the Master Developer.

5.5.2.A. Landscaping shall be installed in accordance with generally accepted industry standards for planting and maintenance such as, but not limited to tree and shrub planting, staking, irrigation, weed control measures and soil preparation.

5.5.2.B. Landscaping, fencing, and berming shall be approved by the City with the final construction inspections.

5.5.3 Parking Lots

The purpose of Parking Lot landscaping is to soften the visual appearance, screen off-site views of parking lots, add shade and reinforce safe pedestrian access routes to buildings and connecting sidewalks. Master Developer shall ensure that all permanent parking lots comply with the following:

5.5.3.A. Provide trees at a ratio of one tree to six stalls. Such trees may be in planter islands or in landscape beds that intrude into the parking lot from the perimeter or as part of a landscape buffer directly adjacent to the parking lot; and

5.5.3.B. The total of all interior landscaped areas shall be at least 10 percent of the total parking area (including parking, maneuvering, and loading areas).

5.5.4 Maintenance

5.5.4.1 Consistent with the Code, to the extent necessary to remain healthy and attractive, Master Developer shall ensure that all non-native landscaped areas shall be watered, weeded, pruned, free of pests, and replaced as necessary. Shrubs near parking lots or driving lanes shall be pruned to prevent blockage of vision necessary for safe driving. Shrubs shall not be allowed to grow and reduce the width of public sidewalks or required pedestrian walkways.

5.5.4.2 Street Side Landscaping Specific Maintenance Requirements: Master Developer or applicable Homeowners' Association shall maintain all public and private street side landscaping, unless otherwise agreed upon by the City and Master Developer or applicable Homeowners' Association.

5.5.5 Timing of Landscape Improvements

5.5.5.1 The required parking lot landscaping must be in place within six (6) months of date of issuance of a certificate of occupancy for the initial building or use for which the parking lot is required.

5.5.5.2 Landscaping within public rights-of-way or associated landscape tracts must be bonded for or in place prior to City acceptance of the right-of-way.

6. INTERNAL DRIVEWAY STANDARDS WITHIN THE PROJECT

6.1. PURPOSE

This Section describes standards for the design, configuration, maintenance, and performance of the private driveways within the Project.

6.2. APPLICABILITY

Section 6 is applicable to all private drives and other vehicular access ways within the Project. Specific site conditions may result in variations to the minimum driveway standards described in Subsection 6.3 of this Agreement and authorized by the MPD Ordinance. Such variations shall be reviewed and approved pursuant to the Minor Amendment procedure. Standards not defined in this Section shall be governed by the Applicable Vesting Laws.

6.3 DRIVEWAY DESIGN

Driveway alignment(s) for the Project is shown on the Subdivision Plat or Site Plan (Exhibits "B" and "C").

6.4. OWNERSHIP AND MAINTENANCE

A. Ownership and Maintenance.

All private driveway rights-of-way will be privately owned and maintained by Master Developer, Homeowners' Association, or property owners to which the private street provides access. Maintenance of landscape areas, and snow storage areas associated with driveways within the Project will be provided by the Master Developer, Homeowners' Association, or property owners to which the private street provides access.

B. Maintenance of Private Street(s).

Master Developer agrees to maintain all private streets, roadways, alleys, and private driveways serving the project as constructed in accordance with each approved Project Phase. Plats or Site Plans shall clearly identify ownership of private streets and the private obligation for the maintenance of the same. Master

Developer, in its sole discretion, may elect to transfer the private street maintenance obligation to a Homeowners' Association or other acceptable entity. If a private street is not maintained in a manner adequate to maintain safe passage, in the reasonable determination of the City within ten (10) days of delivery of the written notice the City may perform the required maintenance with the reasonable costs associated therewith charged to Master Developer, lot owners, and/or the HOA. In the event of an emergency, the applicable notice period shall be reduced to twenty-four (24) hours and the City may provide notice via a phone call to Master Developer's designated representative. If Master Developer fails to perform such maintenance as required herein and, as a result, the City performs such required maintenance, the City's total reasonable costs arising from its performance of the maintenance shall be paid by Master Developer or Homeowners' Association, as applicable within thirty (30) days of the date of invoicing by the City. Any costs not paid within thirty (30) days of invoicing by the City shall be delinquent and shall include a penalty of ten (10) percent plus interest accruing at the rate of twelve (12) percent per annum from the date of delinquency until paid. City, utility, and other service providers shall have access rights over private streets or private access easements including maintenance and/or repair of public utilities.

7. WATER, SEWER, AND STORMWATER UTILITY STANDARDS

7.1. GENERAL REQUIREMENTS

7.1.1 Project-Level Facilities

Project-Level Facilities may include on-site culinary and secondary water mains, sanitary sewer, irrigation, and stormwater facilities. Project-Level Facilities will be Constructed by Master Developer consistent with the Coalville City Engineering Standards and Construction Specifications.

7.2 WATER SYSTEM STANDARDS

Culinary Water System Design and Construction

7.2.1 Culinary Water

Master Developer will pay to have all Project-Level Facilities for water infrastructure constructed and connected to existing city systems. Master Developer will also develop new water sources and pay all required connection fees and applicable water right fees, and/or impact fees in lieu of developing new water sources or dedicating water shares to the City as provided for by the City provisions in effect at the time of Final Plat or Site Plan approval. Culinary water shall not be permitted for use in outdoor water features, ponds, landscape irrigation, or other similar non-essential culinary water use purposes, except for the filling of hot tubs and swimming pools.

7.2.2 Secondary Water

Master Developer will pay to have all Project-Level Facilities for secondary water infrastructure constructed and connected to existing city systems. Master Developer will be required to source or make available secondary water to all lots, or non-residential development areas and common landscaped areas, including private and common area open spaces. Master Developer will also be required to transfer water

shares to the City as required by the City provisions in effect at the time of Final Plat or Site Plan approval or develop new secondary water sources and pay all required connection fees and/or impact fees.

7.3 SANITARY SEWER DESIGN STANDARDS

7.3.1 Sewer Availability

This Agreement acknowledges and confirms that there is sewer availability to service 22 Single-family dwelling units, -0- Multi-family units and/or -0- square feet of Non-Residential Development in the Project, including, support facilities as shown on the Subdivision Plat or Site Plan.

7.3.2 Sewer Design and Construction Standards

All Project-Level Facilities and Regional Facilities for sewer system facilities (on and off-site, except those existing) required to provide service to the Project shall be designed, constructed, and paid for by Master Developer in accordance with the Coalville City Engineering Standards and Construction Specifications and will become part of the City's system upon acceptance by the City Council.

7.3.3 Connection to City Sewer

Building Permit approvals within the Project shall be required to pay the City's applicable Sewer Impact Fees.

7.4 STORMWATER MANAGEMENT STANDARDS

Stormwater facilities must be provided consistent with the Coalville City Engineering Standards and Construction Specifications. When constructing the Project, Master Developer (and successors-in-interest) must comply with the specific stormwater standards applicable to the stormwater zone in which the Project is located.

8. SENSITIVE LAND STANDARDS

8.1. SENSITIVE LANDS ORDINANCE APPLICABILITY

All development within the Project shall be subject to the standards, requirements, and processes of the Sensitive Land Overlay Zone provisions in the Code. The sensitive land areas jurisdictional determination and sensitive land area studies have been completed and verified for the Project with the MPD approval.

9. OPEN SPACE AND TRAIL STANDARDS

9.1. OVERALL OPEN SPACE REQUIREMENT

The Project is required to provide 1.13 acres 10 % of total Open Space, as shown in the following Table 2.

NOTE: The developer is providing 1.27 acres of total open space in Phase 4 for an additional 0.14 acre above the minimum required by the development code. This additional 0.14 acre may be credited towards the open space requirement for open

space is future phases of the Chalk Creek Estates MPD.

Table 2 - Open Space Calculations

	Gross Acres	Total % of MPD
The Property	11.34	100%
Total Open Space*	1.27	11.2%

*Total open space includes undeveloped open areas, landscaped areas, parks, and snow storage areas as "open space, landscaped" under the Code.

9.2 OPEN SPACE AND SENSITIVE LAND AREAS OWNERSHIP AND MAINTENANCE

Ownership and maintenance of open space and sensitive land areas shall be held in undivided ownership by all lots within the Project, the Homeowners' Association or Master Developer. Open space may also be protected with conservation easements or conveyed to a non-profit land trust with the underlying fee owned by the lot owner, Homeowner's Association or Master Developer.

9.3 PUBLIC SIDEWALKS AND TRAILS

Master Developer shall construct public sidewalk(s) and trail(s) as shown on the subdivision plat or Site Plan, and construction drawings for the project. The sidewalk(s) shall comply with the City Engineering Standards and Specifications and the Code. The trail(s) shall be a Class II Trail as specified in the Parks, Trails, and Open Space Master Plan of the City. The actual alignment of the trail may vary in the field to avoid hazards or create a better trail experience based on site specific conditions.

The sidewalk(s) and trail(s) shall be constructed, bonded, or insured with a certificate of credit prior to Final Plat recordation or in the case of a Site Plan, prior to building permit issuance of any building in the Project.

9.3.1 Trails

The trail(s) will be initially owned and maintained by the Homeowners' Association or Master Developer. Details on trail dimensions, function, surfaces, and standards for design are identified in the construction drawings for the project.

NOTE: The developer may pay a fee-in-lieu to Coalville City for the Class II Trail Improvements shown on Parcel A per Condition No. 3 of the MPD approval. The developer may dedicate public designated trails to Coalville City.

10. DETERMINATIONS, AMENDMENTS & REVIEW PROCESS

10.1. APPLICABILITY

This Section applies to requests to clarify the requirements or meaning of this Agreement by the City, Master Developer, or the Master Developer Transferee and to proposed changes to the provisions contained within the MPD Approval or this Agreement.

10.2. DETERMINATIONS

Any dispute between Master Developer (or the Master Developer Transferee) and the City over the application of this Agreement to a land use application shall be resolved first by the City Staff. The City Staff shall decide in writing within fourteen (14) days of receiving a written request for clarification of this Agreement. The City Staff written decision may be appealed by Master Developer to the City designated appeal authority (administrative law judge) within ten (10) days in accordance with Section 10-3-150 of the Code.

10.2.1. **Determination of Use Category**

In addition to determinations regarding the terms of this Agreement as provided above in Section 10.3, all questions from Master Developer regarding what use category a particular use falls within shall be determined pursuant to the Code.

10.3. AMENDMENTS

10.3.1. **Amendments to the MPD Approval**

An Amendment to the MPD Approval may be requested by Master Developer or Master Developer Transferee pursuant to the standards adopted in the MPD Ordinance.

10.3.2. **Amendments to the Development Agreement**

An Amendment to this Agreement may be requested by Master Developer pursuant to the standards outlined herein. Amendments to this Agreement that increase overall Density as set forth in the original MPD Approval shall be considered "Major" and shall be reviewed by the same procedures applicable to a new master planned development request, as set forth in Applicable Vesting Laws. Amendments that do not increase overall Density or change uses as set forth in the original MPD Approval shall be considered "Minor" and may be approved by the administrative land use authority of the City (Planning Commission).

11. DEVELOPMENT REVIEW PROCESS

11.1. APPLICABILITY

This Section applies to all improvements within the Project.

11.2. DRC

A Design Review Committee (DRC) may be established by Master Developer. If established, the DRC shall ensure that the Project is consistent with specific design standards and guidelines as applicable and shall have sole responsibility for ensuring compliance with any applicable Design Guidelines. Except for Utility Permits, all Development Applications, including building permit applications and any ADU applications, must be reviewed by the

DRC before the application is submitted to the City. All Development Applications (except for Utility Permits) must be accompanied by written documentation of DRC approval at the time of submittal to the City. In the event of a conflict, City review requirements supersede those of the DRC. A Development Application submitted without written documentation of DRC approval is not complete and will be rejected by the City.

11.3. BONDING FOR IMPROVEMENTS

Financial surety for improvements required within Section 7.0 and 9.3 shall be subject to the Code, Coalville City Engineering Standards and Construction Specifications and *Utah Code Ann*. § 10-9a-604.5 (2020).

12. MISCELLANEOUS ADDITIONAL STANDARDS AND REQUIREMENTS

12.1. CONSTRUCTION WASTE MANAGEMENT PLAN

Master Developer shall comply with the construction waste management plan as required in the Code or Coalville City Engineering Standards and Construction Specifications.

12.2. FIRE PROTECTION

Impacts to fire protection services throughout the Project shall be mitigated through the payment of generally applicable fire district impact and review fees and construction of improvements in accordance with the Uniform Fire Code as regulated by the NSFD.

13. DEFINITIONS

- **Accessory Dwelling Unit (ADU)** – See Code definition.
- **Agreement** – This Agreement including all its exhibits.
- **Applicable Vesting Laws** – The ordinances, policies, standards, and procedures of the City related to zoning, subdivisions, development, public improvements and other similar or related matters that were in effect on June 17, 2022, (complete preliminary MPD plan application date) a digital copy of which is attached as Exhibit "E".
- **Applicant** – A person or entity that submits a Development Application or a request for a Minor or Major Amendment.
- **Build-Out Period** – A "Build-Out" Period of five (5) years within execution of this Agreement is established for all the development and construction of uses in the Project, as may be extended. The Build-Out Period may be extended up to an additional five years for good cause.
- **Building Permit** – A permit issued by the City to allow construction, erection or structural alteration of any building, structure, private or public infrastructure on any portion of the Project, and any modifications thereto.
- **City -** Coalville City, a political subdivision of the state of Utah.
- **City Consultants** – Those outside consultants employed by the City in various

specialized disciplines such as land planning, engineering, traffic, hydrology, drainage, or other specialized disciplines for reviewing certain aspects of the development of the Project.

- **City Council** – The elected City Council of the City.

- **Code** – The Coalville City Development Code in effect at the time of any development or building permit application submittal as set forth in the Future Laws, incorporated herein by reference.

- **Coalville City Engineering Standards and Construction Specifications** – The Coalville City Engineering Standards and Construction Specifications, incorporated herein by reference.

- **Constructed** – Bonded for or substantially completed.

- **Construction Permits** – Building Permits, Utility Permits (utilities and streets), clearing, grading, signing, and landscaping approvals or similar approvals issued by the City, and any modifications thereto.

- **Covenants, Conditions, Restrictions and Easements (CC&R's)** – The master declaration of covenants, conditions, restrictions, and easements adopted and enforced by the Homeowners' Association or subset thereto.

- **Density** – Density or intensity as set forth in the MPD and the Code.

- **Design Guidelines** – The design guidelines adopted and enforced by the Homeowners' Association or subset thereof.

- **Development Applications** – An application to the City for development of a portion of the Project including a Preliminary or Final Plat, Site Plan, Conditional Use Permit, Low Impact Permit, a Building Permit or any other permit, certificate or other authorization from the City required for development of the Project.

- **Development Parcel** – The parcels or lots shown on the Subdivision Plat/Site Plan, Exhibit "B".

- **DRC** – The development design review committee established pursuant to Section 11.2.

- **Dwelling Unit –** A "dwelling" as set forth in the Code.

- **Final Plat or Site Plan**– The recordable map or other graphical representation of land prepared in accordance with *Utah Code Ann.* § 10-9a-603 (2020), and approved in accordance with the Code, effectuating the Subdivision or development of the Project.

- **Flag Lot** – A lot with a narrow lot frontage that serves as a private road or driveway access to a buildable area located to the rear of the lot.

- **Future Laws** – The Code, ordinances, policies, standards, procedures, and processing fee schedules of the City which may be in effect as of a particular time in the future

when a Development Application is submitted for the Project, and which may or may not be applicable to the Development Application depending upon the provisions of this Agreement.

- **Homeowners' Association** – One or more associations formed pursuant to State law to perform the functions of an association of property owners.

- **Impact Fees** – Those fees, assessments, exactions, or payments of money imposed by the City as a condition on development activity as specified in *Utah Code Ann*. § 11-36a-101, *et seq.* (2020).

- **Intended Uses** – The use of all or portions of the Project for Single-Family Dwelling homes, private facilities, Non-Residential Development, Recreational Facilities, Open Space, Temporary Uses, accessory and supporting uses, park, trail, and other uses as generally depicted in the MPD Application and allowed in the zone district the property is located.

- **Land Use Act** – *Utah Code Ann.* § 10-9a-101, *et seq*. (2020).

- **Major Amendment** – Any amendment to this Agreement or the MPD Approval that increases overall Project Density or Intensity as set forth in the original MPD Approval.

- **Master Developer** – Boyer Family Investments, LLC, so long as Master Developer owns the majority of any then-undeveloped Development Parcel in the Project, or any Master Developer Transferee. Upon a transfer from Master Developer to a Master Developer Transferee, all references in this Agreement to Master Developer shall be deemed to be references to such Master Developer Transferee, or its successors as the Master Developer transferee.

- **Master Developer Transferee** – A person or entity other than Boyer Family Investments, LLC, acquiring an interest or estate (except for security purposes only) in the majority of the Property, including the then-undeveloped portion thereof, and including transfer of all interests through foreclosure (judicial or non-judicial) or by deed in lieu of foreclosure. "Master Developer Transferee" also means any successive person or entity similarly acquiring such an interest or estate from a previous Master Developer Transferee.

- **Maximum Dwelling Units** – The maximum development allowed on the Property of Single-Family or Multi-Family Dwelling Units as approved in the MPD.

- **Minor Amendment** – An amendment to this Agreement or the MPD Approval that does not increase overall Density or decrease the overall Open Space as set forth in the original MPD Approval.

- **Model Home** – Display home or unit and related real estate sales and display offices/activities.

- **MPD Application**– The "land use application" Chalk Creek Estates Phase 4 Master Planned Development Application submitted to the City and determined

complete on June 17, 2022 .

- **MPD Approval** – The master planned development entitled " Chalk Creek Estates Phase 4 " approved by the City Council adopting findings, conclusions, and conditions in the form attached hereto as Exhibit "D".

- **MPD Ordinance** – Chapter 33 of the Coalville City Development Code, as currently existing in the Applicable Vesting Laws.

- **Multi-Family -** Any residential building that contains more than one (1) residential unit.

- **Nightly Rental Unit (Short-Term Rental) -** See Code definition.

- **Non-City Agency** – A governmental or quasi-governmental entity, other than those of the City, which has jurisdiction over the approval of any aspect of the Project.

- **Non-Residential Development** – A development project consisting of Commercial, Light Industrial, Recreational Facilities or Uses, buildings or other improvements including, maintenance buildings, and other similar uses as allowed in the zone district the property is located.

- **Open Space** – Open Space means all areas shown as Open Space, on the Project Site Plan (Exhibit "C") and other Open Space as defined in the Code.

- **Outsourcing** – The process of the City contracting with City Consultants or paying overtime to City employees to provide technical support in the review and approval of the various aspects of a Development Application.

- **Park** – A piece of land, privately or publicly owned and maintained, intended for passive or active recreation, gathering space or Open Space. Parks may include a wide range of uses and designs, including but not limited to associated plazas, playfields, playgrounds, trails, gardens, natural areas, picnic areas, restrooms, and utilities.

- **Project** – The development to be constructed on the Property pursuant to this Agreement with the associated Intended Uses, Density, and all the other aspects approved as part of this Agreement.

- **Project-Level Facility** – A element of infrastructure that is necessary to serve only those land uses located within the Project Site, regardless of the location of the street or utility facility, which fall within the meaning of "project improvements" as defined in *Utah Code Ann*. § 11-36a-102(14) (2020).

- **Project Site** – The entire area contained within the Project boundaries as described and visually depicted on the Subdivision Plat or Site Plan in Exhibit "B".

- **Project MPD Plan** – The Overall Project Site Plan of the MPD attached to this Agreement as Exhibit "C".

- **Project Utility Plan** – The Overall Utility Plan attached to this Agreement as Exhibit "C".

- **Property** – The real property legally described in Exhibit "A" and to which the MPD Approval applies.

- **Planning Commission** – The City's Planning Commission established by the Code.

- **Recreational Facilities or Uses** – Recreational Facilities or Uses as set forth in the Code and as allowed in the zone district where the property is located.

- **Setback** – A space, measured from the property line in, unoccupied by structures except where encroachments are specifically allowed by this Agreement and the Code.

- **Single-Family** – Any residential building that contains no more than one (1) residence.

- **Site Plan** – The overall site plan or other graphical representation of the project land development prepared and approved in accordance with the Code, effectuating the development site plan.

- **State** –the State of Utah.

- **Sub-developer** – An entity not "related" (as defined by Internal Revenue Service regulations) to Master Developer which purchases a Development Parcel for development.

- **Transfer Deed** – Any deed or assignment as provided for in Section 14.6.

- **Utility Permit** – The plans, profiles, cross sections, elevations, details, and supplementary specifications signed by a licensed professional engineer and approved by the City that shows the location, character, dimensions, and details of the work to be performed.

14. GENERAL PROVISIONS

14.1 BINDING EFFECT

This Agreement constitutes and shall be recorded as a covenant running with the land, benefiting, and burdening the Property. This Agreement shall be binding upon and inure to the benefit of Master Developer and the City and to the successors and assigns of Master Developer and the City.

14.2 RECORDING

No later than 10 days after this Agreement has been executed by the City and Master Developer, it shall be recorded in its entirety at Master Developer's expense in the Official Records of Summit County, Utah.

14.3 VESTING

To the maximum extent permissible under the laws of the State and the United States and at equity, the City and Master Developer intend that this Agreement grants Master Developer all rights to develop the Property in fulfillment of this Agreement, the Applicable Vesting Laws and the MPD Approval except as specifically provided herein. The Parties intend that the rights granted to Master Developer under this Agreement are contractual, unless specifically described as rights that exist under statute, common law and at equity. The Parties specifically intend that this Agreement and the MPD Approval grant to Master Developer "vested rights" as that term is construed in the State's common law and pursuant to *Utah Code Ann.* § 10-9a-509 (2020).

14.4 EXCEPTIONS TO VESTING

Provisions adopted by this Development Agreement are subject to Future Laws with respect to the following:

14.4.1 Development Agreement. Future Laws that Master Developer agrees in writing to the application thereof to the Project. Compliance with State and Federal Laws. Future Laws which are generally applicable to all properties in the City, and which are required to comply with State and federal laws and regulations affecting the Project.

14.4.2 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, AAHSTO Standards, the Manual of Uniform Traffic Control Devices or similar standards that are generated by a nationally or statewide recognized construction/safety organization, or by the State or federal governments and are required to meet legitimate concerns related to public health, safety or welfare.

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

14.4.4 Fees. Changes to the amounts of fees for the processing of Development Applications that are generally applicable to all development within the City (or a portion of the City as specified in the lawfully adopted fee schedule) and which are adopted pursuant to State law.

14.4.5 Countervailing, Compelling Public Interest. Laws, rules or regulations that the City Council finds on the record, are necessary to avoid jeopardizing a compelling, countervailing public interest pursuant to *Utah Code Ann.* § 10-9a-509(1)(a)(ii) (2020) and which meet the exceptions to the vested rights doctrine as set forth in Western Land Equities, Inc. v. City of Logan, 617 P.2d 388 (Utah, 1988), and its progeny.

14.5.5 Impact Fees. Impact Fees or modifications thereto which are lawfully adopted, imposed, and collected.

14.5 DUTIES OF MASTER DEVELOPER

A single Master Developer (or Master Developer Transferee) shall be maintained throughout the life of this Agreement. Master Developer or a Homeowners Association shall function as a single point of contact for the City.

14.6 ASSIGNMENT

City may not assign its rights and obligations under this Agreement. Master Developer may not assign this Agreement without the prior written consent of City, which consent shall not be unreasonably withheld, conditioned, or delayed. If City fails to provide a response to a request for consent hereunder within fourteen (14) days of receipt of a written request, then City shall be deemed to have consented to the assignment as described in the written request.

14.7 GOVERNING LAW

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Utah subject to venue in the Third Judicial District Court in Summit County.

14.8 SEVERABILITY AND WAIVER

If any portion of this Agreement is determined by a court of law to be unenforceable or invalid, then the remaining portions of this Agreement shall remain in effect.

14.9 AUTHORITY

Each Party represents and warrants to the others that the individuals signing below have full power, authority and legal right to execute and deliver this Agreement and thereby to legally bind the Party on whose behalf such person signed.

14.10 EXHIBITS

The exhibits to this Agreement are hereby incorporated herein as though fully set forth as terms of this agreement. The exhibits are:

Exhibit "A" Project Legal Description

Exhibit "B" Project Subdivision Plat or Site Plan

Exhibit "C" Overall MPD Project Site and Utility Plan

Exhibit "D" MPD Approval (Land Use Decision, findings, conclusions, and conditions)

Exhibit "E" Digital Copy of Applicable Vesting Laws

Many of the exhibits to this Agreement are in color or include other features that provide clear illustration; however, this format is not yet acceptable by the Summit County Recorder's Office for permanent recording. Accordingly, the Parties agree that a full-color copy of this

Agreement will be kept on file with the City and will be available for public review at City Hall during business hours.

14.11 TIME IS OF THE ESSENCE

Time is of the essence of this Agreement. If either Party is delayed or hindered in or prevented from the performance of any act required hereunder by reason or inability to procure materials, acts of God, failure of power, pandemic, riots, insurrection, war or other reason of a like nature not the fault of the Party delayed in performing work or doing acts required under this Agreement, the performance of such acts will be extended for a period equivalent to the period of such delay.

14.12 INTERPRETATION

This Agreement shall be construed according to its fair and plain meaning and as if prepared by all Parties hereto and shall be interpreted in accordance with State law.

14.13 INTEGRATION

This Agreement is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded.

14.14 NO THIRD-PARTY BENEFICIARY

This Agreement is made and entered into for the sole protection and benefit of the Parties hereto and their successors and assigns. No other person shall have any right of action based upon any provision of this Agreement.

14.15 OTHER NECESSARY ACTS

The Parties shall execute and deliver to each other all other further instruments and documents that are reasonably necessary to carry out and implement the Agreement.

14.16 DEFAULT

Failure by a Party to perform any such Party's obligation under this Agreement for a period of 30 days (the "**Cure Period**") after written notice thereof from the other Party shall constitute a default by such failing Party under this Agreement; provided however, that if the failure cannot reasonably be cured within 30 days, the Cure Period shall be extended for the time period to reasonably required to cure such failure, so long as the failing Party commences its efforts to cure within the initial 30 days period and thereafter diligently proceeds to complete the cure. Said notice shall specify the nature of the alleged default and the manner in which said default may be satisfactorily cured, if possible.

14.17 REMEDIES

Following an uncured default, the Parties may, in addition to any other rights or remedies, take action to cure, correct, or remedy any default; enforce any covenant or agreement herein; enjoin any threatened or attempted violation thereof; enforce by specific performance the obligations and rights of the Parties hereto; or obtain any remedies consistent with the foregoing and the purposes of this Agreement. In addition to any other relief, the prevailing

Party in any action, whether at law, in equity or by arbitration, to enforce any provision of this Agreement shall be entitled to its costs of action including a reasonable attorneys' fee.

14.18 NOTICE

Any demand, request or notice which either Party hereto desires or may be required to make or deliver to the other shall be in writing and shall be deemed given when personally delivered, or successfully transmitted by email transmission, or when actually received after being deposited in the United States Mail in registered or certified form, return receipt requested, addressed as follows:

To the City:

Mark Marsh, Mayor
Coalville City
PO Box 188
Coalville, UT 84018
Email: mayor@coalvillecity.org

With a copy to:

Sheldon Smith
City Attorney
PO Box 188
Coalville, UT 84017
Email: ssmith@allwest.net

To Master Developer: Boyer Family Investments, Chris Boyer,

PO Box 743, Coalville, UT 84017,
Address

or to such other addresses as either Party hereto may from time to time designate in writing and deliver in a like manner.

14.19 WAIVER

No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by the City or Master Developer of the breach of any covenant of this Agreement shall be construed as a waiver of any preceding or succeeding breach of the same or any other covenant or condition of this Agreement.

14.20 COUNTERPARTS

This Development Agreement may be executed in counterparts, each of which shall be deemed an original.

14.21 ESTOPPEL CERTIFICATE.

Upon twenty (20) days prior written request by Master Developer, City will execute an estoppel certificate to any third-party certifying that Master Developer at that time is not in default of the terms of this Agreement.

14.22 TERM

The Build-Out Period shall be five (5) years following the execution of this Agreement for all the development and construction in the Project. The Term of this Agreement shall be from the date written in the first paragraph of this Agreement till the expiration of the Build-Out Period and may be extended for up to an additional five (5) years with good cause, the approval of which by Coalville City shall not be unreasonably withheld. The Build-Out Period may be further extended for good cause upon mutual agreement in writing by the Parties.

14.23 TERMINATION ON SALE TO THE PUBLIC

To alleviate any concern as to the effect of this Agreement on the status of title to any of the Property, this Agreement shall only terminate with the consent of the City Council.

COALVILLE CITY MUNICIPAL CORPORATION

By: _____
Mark R. Marsh, Mayor

Attest:

By: _____
RaeShel Hortin, City Treasurer

Approved as to Form:

By: _____
Sheldon Smith, City Attorney

By:_____
Master Developer

_____
Title

STATE OF UTAH)

) ss.

COUNTY OF SUMMIT)

On this day personally appeared before me Mark R. Marsh, to me known to be Mayor of the Coalville City Municipal Corporation, a Utah Subdivision that executed the within and foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute said instrument.

GIVEN under my hand and official seal this ____day of _____, 20____.

_____
(Print name of notary)

NOTARY PUBLIC in and for the State of Utah, residing at
_____

My commission expires _____

STATE OF UTAH)
) ss.
COUNTY OF SUMMIT)

On this _____day of _____, 20____, before me, the undersigned, a Notary Public in and for the State of Utah, duly commissioned and sworn personally appeared _____, known to me to be the _____of _____, LLC, the limited liability corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said limited liability corporation, for the purposes therein mentioned, and on oath stated he was authorized to execute said instrument.

I certify that I know or have satisfactory evidence that the person appearing before me and making this acknowledgment is the person whose true signature appears on this document.

WITNESS my hand and official seal hereto affixed the day and year in the certificate above written.

_____
(Print name of notary)

NOTARY PUBLIC in and for the State of Utah, residing at _____

My commission expires_____

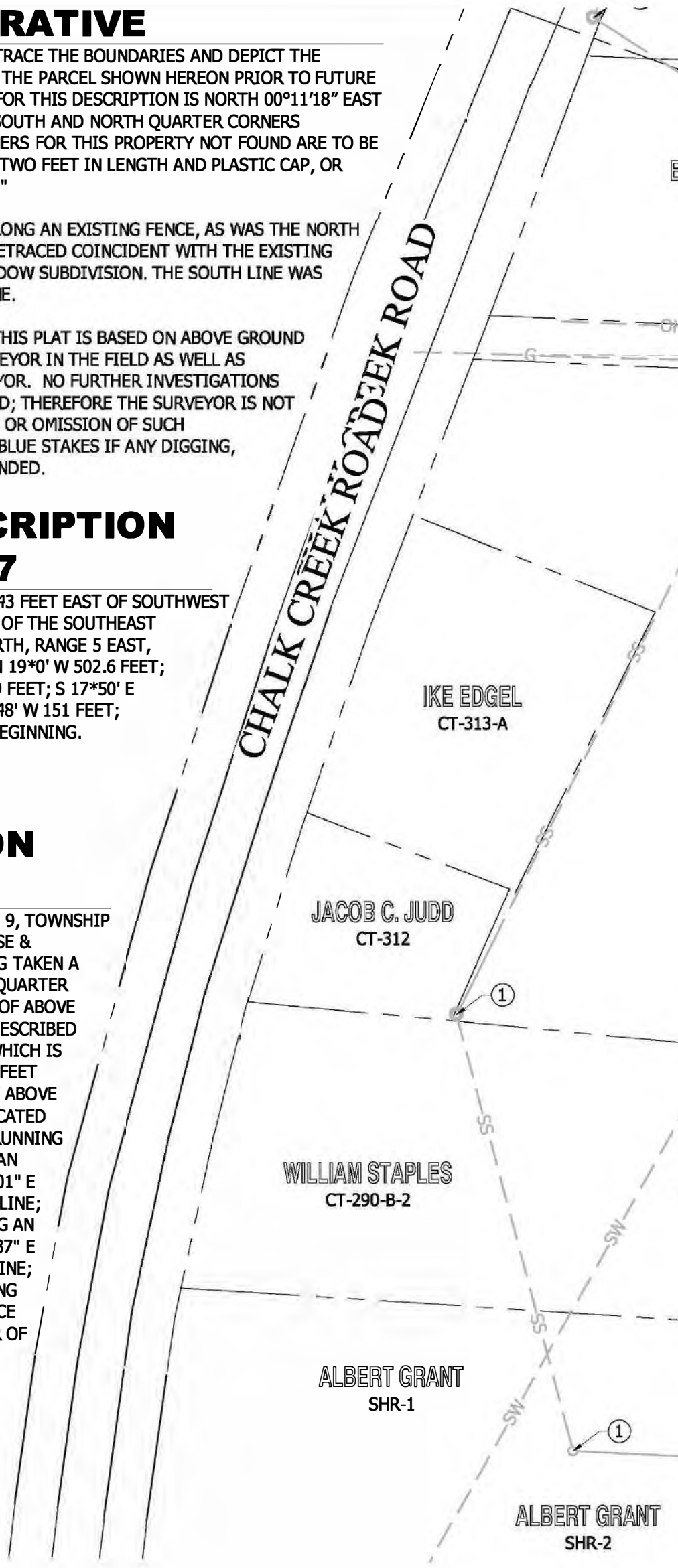
EXHIBIT A
PROJECT LEGAL DESCRIPTION

NARRATIVE

THE PURPOSE OF THIS SURVEY IS TO RETRACE THE BOUNDARIES AND DEPICT THE TOPOGRAPHY AND UTILITIES OF AND ON THE PARCEL SHOWN HEREON PRIOR TO FUTURE DEVELOPMENT. THE BASIS OF BEARING FOR THIS DESCRIPTION IS NORTH 00°11'18" EAST 5313.89 FEET MEASURED BETWEEN THE SOUTH AND NORTH QUARTER CORNERS RESPECTIVELY OF SAID SECTION 9. CORNERS FOR THIS PROPERTY NOT FOUND ARE TO BE SET UPON REQUEST WITH A 5/8" REBAR, TWO FEET IN LENGTH AND PLASTIC CAP, OR NAIL AND WASHER, STAMPED "PINNACLE."

THE WEST BOUNDARY WAS RETRACED ALONG AN EXISTING FENCE, AS WAS THE NORTH BOUNDARY. THE EAST BOUNDARY WAS RETRACED COINCIDENT WITH THE EXISTING RECORDED BOUNDARY LINE OF SUN MEADOW SUBDIVISION. THE SOUTH LINE WAS RETRACED ALONG QUARTER SECTION LINE.

THE UTILITY INFORMATION SHOWN ON THIS PLAT IS BASED ON ABOVE GROUND STRUCTURES AS OBSERVED BY THE SURVEYOR IN THE FIELD AS WELL AS INFORMATION PROVIDED TO THE SURVEYOR. NO FURTHER INVESTIGATIONS OF EXISTING UTILITIES WERE PERFORMED; THEREFORE THE SURVEYOR IS NOT RESPONSIBLE FOR THE REPRESENTATION OR OMISSION OF SUCH INFORMATION ON THIS PLAT. CONTACT BLUE STAKES IF ANY DIGGING, EXCAVATION OR CONSTRUCTION IS INTENDED.



RECORD DESCRIPTION CT-327

BEGINNING 589 FEET N 18*30' W AND 143 FEET EAST OF SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER, SECTION 9, TOWNSHIP 2 NORTH, RANGE 5 EAST, SALT LAKE BASE & MERIDIAN; THENCE N 19*0' W 502.6 FEET; N 15*17' W 613.8 FEET; S 82*35' E 269.9 FEET; S 17*50' E 1172 FEET; N 88*57' W 100 FEET; N 78*48' W 151 FEET; N 51*25' W 94 FEET TO THE POINT OF BEGINNING. CONTAINING: 7.06 AC

RECORD DESCRIPTION CT-327-B

A TRACT OF LAND LOCATED IN SECTION 9, TOWNSHIP 2 NORTH, RANGE 5 EAST, SALT LAKE BASE & MERIDIAN, HAVING A BASIS OF BEARING TAKEN A S N 89*20'48" W BETWEEN THE SOUTH QUARTER CORNER AND THE SOUTHEAST CORNER OF ABOVE SAID SECTION 9 MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT WHICH IS NORTH 2937.48 FEET AND WEST 584.57 FEET FROM THE SOUTH QUARTER CORNER OF ABOVE SAID SECTION 9 (SAID POINT BEING LOCATED ON AN EXISTING FENCE CORNER) AND RUNNING THENCE N 78*06'22" E 60.88 FT ALONG AN EXISTING FENCELINE; THENCE N 82*01'01" E 128.37 FEET ALONG AN EXISTING FENCELINE; THENCE S 15*22'59" E 26.09 FEET ALONG AN EXISTING FENCELINE; THENCE N 82*38'37" E 63.22 FEET ALONG AN EXISTING FENCELINE; THENCE S 17*20'33" E 712.70 FEET ALONG AN EXISTING IRRIGATION DITCH; THENCE S 19*15'40" E 377.04 FT TO THE CENTER OF CHALK CREEK;THENCE S 73*52'54" W 8.68 FEET ALONG SAID CENTERLINE; THENCE S 60*27'21" W 126.52 FEET ALONG SAID CENTERLINE; THENCE S 55*36'40" W 119.30 FEET ALONG SAID CENTERLINE; THENCE N 18*02'35" W 1214.84 FEET TO AND ALONG AN EXISTING FENCELINE TO THE POINT OF BEGINNING

CONTAINING 6.47 AC

EXCEPTING THEREFROM ANY PORTION OF THE ABOVE DESCRIBED TRACT LYING WITHIN THE FOLLOWING DESCRIBED PARCEL: BEGINNING AT A POINT WHICH IS NORTH 1536.94 FEET AND WEST 65.91 FEET FROM THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 9 TOWNSHIP 2 NORTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE N 83*43'04" W 307.23 FEET; THENCE N 17*00'00" W 50.00 FEET; THENCE N 65*28'54" E 18.25 FEET; THENCE SOUTH 81*49'14" E 291.05 FT; TH S 17*50'00" E 50.00 FT TO THE POINT OF BEGINNING.

RECORD DESCRIPTION CT-327-C

BEGINNING AT A POINT WHICH IS NORTH 1536.94 FEET AND WEST 65.91 FEET FROM THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 2 NORTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE N 83*43'04" W 307.23 FEET, THENCE N 17*00'00" W 50.00 FEET, THENCE N 65*28'54" E 18.25 FEET, THENCE S 81*49'14" E 291.05 FEET, THENCE S 17*50'00" E 50.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.36 ACRES

SURVEY DESCRIPTION

A PARCEL OF LAND LOCATED IN SECTION 9, TOWNSHIP 2 NORTH, RANGE 5 EAST, SALT LAKE BASE & MERIDIAN (THE BASIS OF BEARING FOR THIS DESCRIPTION IS NORTH 00°11'18" EAST 5313.89 FEET MEASURED BETWEEN THE SOUTH AND NORTH QUARTER CORNER S RESPECTIVELY OF SAID SECTION 9), DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 110, CHALK CREEK ESTATES PHASE 1, AS RECORDED AT THE SUMMIT COUNTY RECORDERS OFFICE, SAID POINT BEING LOCATED NORTH 00°11'18" EAST ALONG QUARTER SECTION LINE 2440.53 FEET AND EAST 91.59 FEET FROM THE SOUTH QUARTER CORNER OF SAID SECTION 9, AND RUNNING THENCE SOUTH 18°30'00" EAST ALONG THE WESTERLY LINE OF SAID SUBDIVISION 217.63 FEET AND SOUTH 75°49'54" EAST 103.79 FEET; THENCE SOUTH 14°22'54" EAST 140.73 FEET; THENCE NORTH 83°22'27" WEST 85.34 FEET; THENCE SOUTH 18°30'00" EAST 199.35 FEET TO THE CENTER OF CHALK CREEK; THENCE WESTERLY ALONG THE CENTER OF CHALK CREEK THE FOLLOWING (8) COURSES: (1) SOUTH 79°54'46" WEST 92.00 FEET, (2) 31.32 FEET ALONG THE ARC OF A 50.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 35°53'24" (CHORD BEARS NORTH 82°08'41" WEST 30.81 FEET), (3) NORTH 64°11'59" WEST 78.60 FEET, (4) 55.50 FEET ALONG THE ARC OF A 75.00 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 42°23'56" (CHORD BEARS NORTH 85°24'10" WEST 54.24 FEET), (5) SOUTH 73°23'52" WEST 74.61 FEET, (6) SOUTH 61°35'04" WEST 91.88 FEET, (7) SOUTH 49°51'44" WEST 78.26 FEET, (8) SOUTH 51°16'40" WEST 40.55 FEET TO THE SOUTHEAST CORNER OF BOSWELL SUBDIVISION AMENDED, A PLAT RECORDED AT THE SUMMIT COUNTY RECORDER'S OFFICE; THENCE NORTH 18°06'00" WEST ALONG THE EASTERLY LINE OF SAID SUBDIVISION 1177.11 FEET; THENCE NORTH 16°13'12" WEST 26.00 FEET; NORTH 83°54'38" EAST 189.31 FEET TO AN EXISTING FENCE CORNER; THENCE NORTH 83°21'30" EAST 254.35 FEET AND NORTH 80°01'16" EAST 70.39 FEET ALONG AN EXISTING FENCE TO AN EXISTING FENCE CORNER; THENCE SOUTHERLY ALONG AND EXISTING FENCE SOUTH 17°17'26" EAST 157.05 FEET, SOUTH 16°51'42" EAST 191.40 FEET, AND SOUTH 17°39'42" EAST 221.31 FEET TO THE POINT OF BEGINNING.

CONTAINING: 577,351 SQ.FT. (13.25 ACRES)

EXHIBIT B
PROJECT SUBDIVISION PLAT

CHALK CREEK ESTATES PHASE 4

A PART OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 2 NORTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN, COALVILLE CITY, SUMMIT COUNTY, UTAH

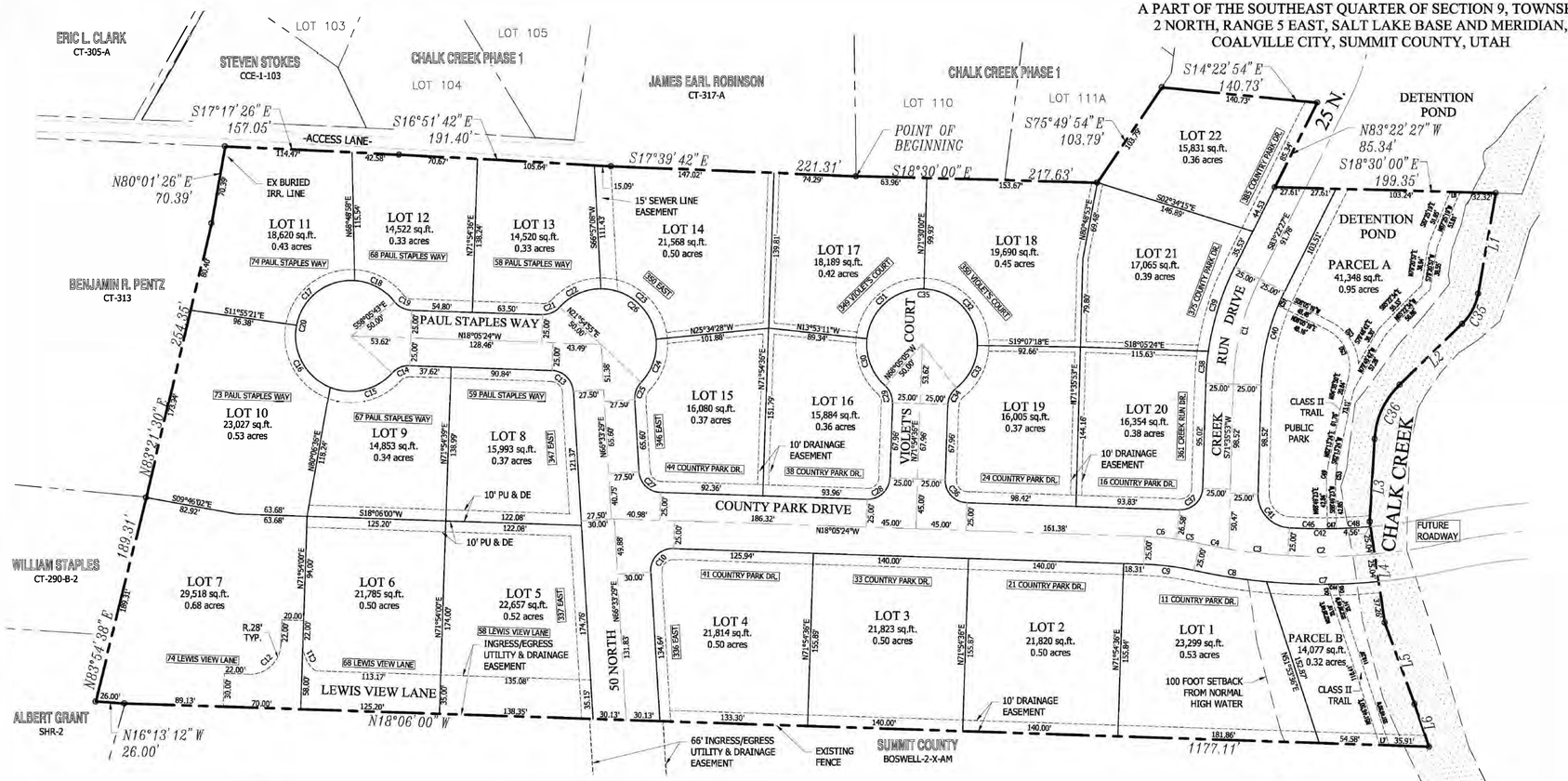
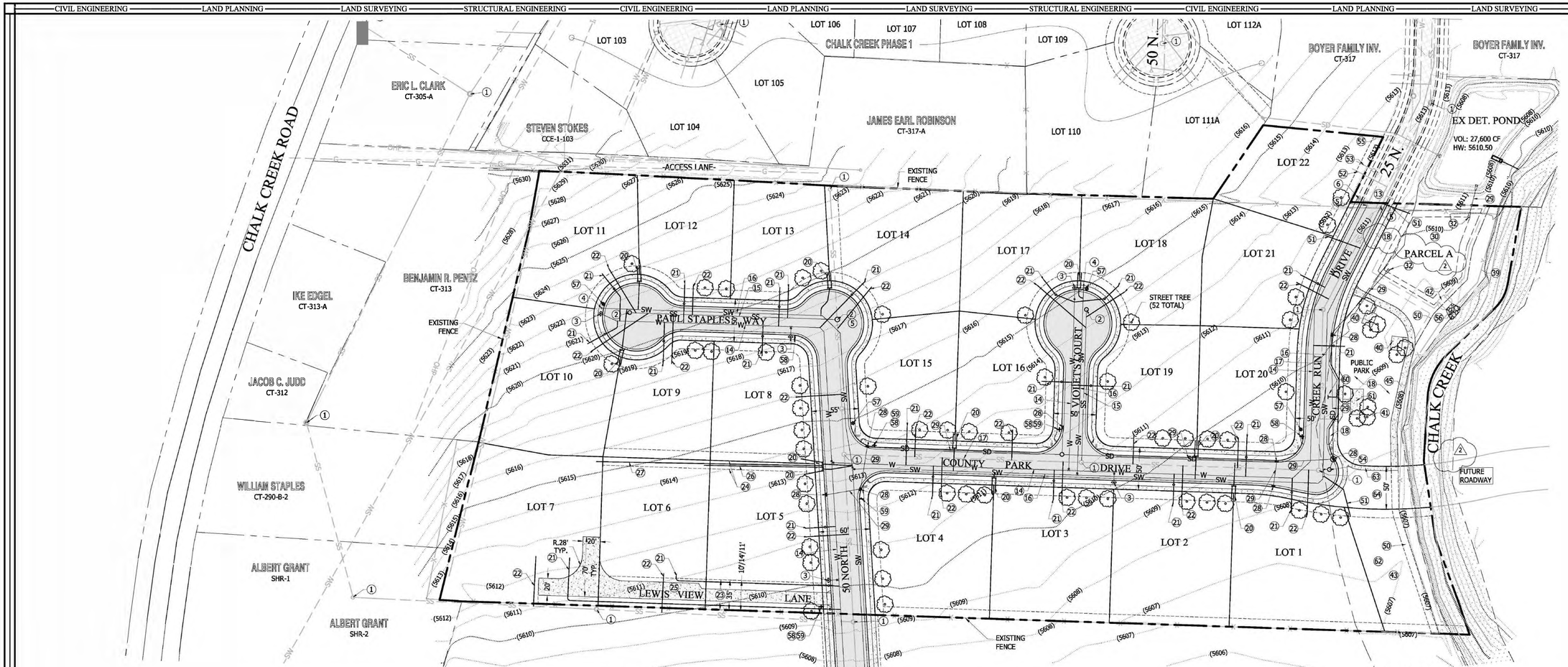

ERIC L. CLARK
CT-305-A
STEVEN STOKES
CCE-1-103
LOT 103
LOT 105
CHALK CREEK PHASE 1
LOT 104
JAMES EARL ROBINSON
CT-317-A
CHALK CREEK PHASE 1
LOT 110
LOT 111A
S17°17'26" E
157.05'
S16°51'42" E
191.40'
-ACCESS LANE-
S17°39'42" E
147.02'
221.31'
POINT OF BEGINNING
S18°30'00" E
217.63'
S14°22'54" E
140.73'
S75°49'54" E
103.79'
N80°01'26" E
70.39'
EX BURIED IRR. LINE
15' SEWER LINE EASEMENT
BENJAMIN R. PENTZ
CT-313
LOT 11
18,620 sq.ft.
0.43 acres
LOT 12
14,522 sq.ft.
0.33 acres
LOT 13
14,520 sq.ft.
0.33 acres
LOT 14
21,568 sq.ft.
0.50 acres
LOT 17
18,189 sq.ft.
0.42 acres
LOT 18
19,690 sq.ft.
0.45 acres
LOT 21
17,065 sq.ft.
0.39 acres
LOT 22
15,831 sq.ft.
0.36 acres
DETENTION POND
N83°22'27" W
85.34'
S18°30'00" E
199.35'
DETENTION POND
PARCEL A
41,348 sq.ft.
0.95 acres
74 PAUL STAPLES WAY
68 PAUL STAPLES WAY
58 PAUL STAPLES WAY
PAUL STAPLES WAY
N18°05'24" W
128.46'
360 EAST
346 VIOLET'S COURT
350 VIOLET'S COURT
VIOLET'S COURT
385 COUNTY PARK DR.
375 COUNTY PARK DR.
CREEK RUN DRIVE
361 CREEK RUN DR.
N25°34'28" W
101.88'
N13°53'11" W
89.34'
S19°07'18" E
92.66'
S18°05'24" E
115.63'
N71°35'33" E
144.16'
S71°35'33" W
98.52'
S02°34'15" E
146.89'
S02°22'2" E
91.76'
N71°30'10" E
89.93'
N71°54'39" E
151.79'
N71°54'39" E
139.81'
N71°54'39" E
151.79'
N71°54'39" E
67.56'
N71°54'39" E
67.56'
N71°54'39" E
67.56

EXHIBIT C

OVERALL MPD PROJECT SITE PLAN AND UTILITY PLAN



LEGEND

NOT ALL ITEMS IN THE LEGEND MAY BE APPLICABLE

- BOUNDARY LINE
- CENTERLINE
- SETBACK LINE
- EASEMENT LINE
- EX. IRRIGATION LINE
- EX. LAND DRAIN
- EX. OVERHEAD POWER LINE
- EX. STORM DRAIN
- EX. SANITARY SEWER
- EX. SECONDARY WATERLINE
- EX. TELEPHONE LINE
- EX. GAS LINE
- EX. CULINARY WATERLINE
- EX. FENCE
- P.O.B. POINT OF BEGINNING
- EX. EXISTING
- WV WATER VALVE
- SSMH SANITARY SEWER MANHOLE
- FH FIRE HYDRANT
- SDCB STORM DRAIN CATCH BASIN
- SD BOX STORM DRAIN BOX
- UP UTILITY POLE
- SECTION CORNER
- MONUMENT
- CONTROL POINT
- EX. SPOT ELEVATION
- 4250 EG CONTOUR LINE
- PROPERTY CORNER
- EXISTING ASPHALT

STREET LIGHTING NOTES

1. INSTALL STREET LIGHTS PER COALVILLE CITY STANDARDS AS NEAR AS POSSIBLE TO THE INDICATED LOCATIONS.
2. THE TOP OF THE LIGHT FIXTURE SHALL NOT EXCEED 14' ABOVE FINISHED GRADE.
3. ALL LIGHT FIXTURES SHALL BE FULL CUT-OFF TYPE FIXTURES.
4. LIGHT FIXTURE COLOR TEMPERATURE SHALL NOT TO EXCEED 4,000K.
5. LIGHT FIXTURE: sku# 106-100289 (4000K) OR SIMILAR. (greenlightdepot.com)

SIGNAGE PLAN

1. STREET AND STOP SIGNS SHALL BE INSTALLED PER PLAN LOCATION AND COALVILLE CITY STANDARDS.
2. INDIVIDUAL PROPERTY ADDRESSES SHALL BE VISIBLY POSTED ON THE FRONT OF EACH HOME.

LANDSCAPE & IRRIGATION PLAN

1. DEVELOPER TO LANDSCAPE PARK STRIP AREA WITH TURF GRASS AND INDIGENOUS TREES (1-1/2" - 2" CALIPER) AS SHOWN INCLUDING IRRIGATION SYSTEM.
2. PARCEL A
   a. THE PARK STRIP AREA AND PUBLIC PARK AREAS WITHIN PARCEL A, WILL BE TURF GRASS WITH A SECONDARY WATER IRRIGATION SYSTEM.
   b. THE AREAS WITHIN PARCEL A WHICH ARE OUTSIDE OF THE PARK STRIP AND PUBLIC PARK WILL REMAIN NATURALLY VEGETATED, RESEED AS NEEDED WITH NATIVE GRASS MIX "BIO-MEADOW" OR EQUIVALENT AS DIRECTED BY THE DEVELOPER.
   c. A CULINARY WATER SERVICE LINE WILL BE RUN TO PARCEL A FOR FUTURE USE.
   d. A SECONDARY WATER SERVICE LINE WILL BE RAN TO PARCEL A FOR FUTURE USE.
   e. (9) TREES WILL BE PLANTED NEAR THE PICNIC TABLE AREAS TO PROVIDE BEAUTY AND SHADE. THE EXACT LOCATION OF THE TREES WILL BE DETERMINED BY THE DEVELOPER. THE TREES WILL BE IRRIGATED BY AN AUTOMATED DRIP SYSTEM (BATTERY OPERATED).
3. THE AREA WITHIN PARCEL B WILL REMAIN NATURALLY VEGETATED. RESEED AS NEEDED WITH NATIVE GRASS MIX "BIO-MEADOW" OR EQUIVALENT AS DIRECTED BY THE DEVELOPER.
4. DEVELOPER WILL PROVIDE AND INSTALL (52) TREES ALONG THE PUBLIC STREETS. TREES WILL BE WATERED USING AN AUTOMATIC DRIP/IRRIGATON SYSTEM. TREES ARE TO BE PLANTED ALONG THE STREETS AND MAY BE IN THE FRONT YARD OR SIDE YARDS OF CORNER LOTS AS LONG AS THEY ARE LOCATED AT THE EDGE OF THE LOT ALONG THE STREET. TREES WILL BE AT LEAST 1.5" - 2" CALIPER IN SIZE.

2

KEYED NOTES

1. EXISTING SEWER MANHOLE
2. NEW SEWER MANHOLE
3. NEW FIRE HYDRANT
4. NEW BLOW-OFF
5. CONNECT TO EXISTING
6. EXISTING FIRE HYDRANT
7. EXISTING FIBER CABLE
8. EXISTING UTILITY POLE
9. EXISTING CEMENT POST
10. EXISTING GUY ANCHOR FOR UTILITY POLE
11. EXISTING IRRIGATION RISER
12. EXISTING VENTED PIPE
13. EXISTING ASPHALT ROAD
14. NEW CULINARY WATER (CW) LINE
15. NEW SANITARY SEWER (SS) LINE
16. NEW SECONDARY WATER (IRR) LINE
17. EXISTING SANITARY SEWER LINE
18. PLANTED TURF GRASS & SEC. WATER IRR. SYSTEM
19. 100 FOOT OFFSET FROM ORDINARY HIGH LINE
20. NEW DOUBLE SECONDARY WATER SERVICE
21. NEW CULINARY WATER SERVICE
22. NEW SANITARY SEWER SERVICE
23. NEW PRIVATE INGRESS/EGRESS AND UTILITY EASEMENT
24. NEW SECONDARY WATER UTILITY EASEMENT
25. PRIVATE HARD SURFACE SHARED DRIVEWAY
26. NEW SECONDARY WATER SERVICE LINE TO LOT 6
27. NEW SECONDARY WATER SERVICE LINE TO LOT 7
28. NEW STORM DRAIN CATCH BASIN WITH BICYCLE SAFE GRATE
29. NEW STORM DRAIN PIPE
30. NEW DETENTION POND
31. NEW STORM DRAIN MANHOLE
32. NEW STORM DRAIN OUTLET
33. GRASS SWALE
34. STORM DRAIN SUMP
35. XERDSCAPING
36. CONCRETE WALKWAY
37. TO BE REMOVED
38. WARNING SIGNS
39. EX WIRE FENCE
40. 13' X 16' CONCRETE PAD WITH (1) PICNIC TABLE WITH 5' CONNECTING WALKWAY
41. NATIVE SPECIES ORNAMENTAL TREE - TYP.
42. 1 FOOT DEEP, 10 FOOT WIDE SPILLWAY
43. PARCEL "B", 14,077 SQ.FT. (0.32 ACRES)
44. NOT USED
45. 8' CONCRETE TRAIL WITHIN PARCEL 'A'
46. 3/4" CULINARY WATER SERVICE WITH HOSE BIB
47. 6" SANITARY SEWER LATERAL, COORDINATE LOCATION WITH THE OWNER PRIOR TO CONSTRUCTION
48. 8" CULINARY WATER STUB WITH WATER VALVE, COORDINATE LOCATION WITH THE OWNER PRIOR TO CONSTRUCTION
49. TYPE 1 DRIVE APPROACH PER COALVILLE CITY STANDARDS, COORDINATION LOCATION AND WIDTH WITH OWNER PRIOR TO CONSTRUCTION
50. CLASS II PUBLIC TRAIL (TO BE IMPROVED BY OTHERS IN THE FUTURE)
51. CONST SINGLE IRR SERVICE
52. EXISTING SEWER SERVICE VERIFY LOCATION
53. EXISTING CW METER & SERVICE VERIFY LOCATION
54. NEW 2" SECONDARY WATER DRAIN VALVE & LINE, WITH SUMP
55. EXISTING IRRIGATION SERVICE
56. 18-24" ROCK RIP-RAP INSET INTO BANK PROFILE
57. NEW LIGHT POLE PER COALVILLE CITY STANDARDS, SEE LIGHT POLE NOTES
58. INSTALL STREET SIGNS PER COALVILLE CITY STANDARDS.
59. INSTALL STOP SIGNS PER COALVILLE CITY STANDARDS.
60. (2) PARALLEL PARKING STALLS - LOCATION TO BE DETERMINED AT TIME OF CONSTRUCTION BY COALVILLE CITY 2
61. 22X16' CONCRETE PAD WITH (2) PICNIC TABLES & 5' CONNECTING WALKWAY
62. EXISTING NATURAL VEGETATION TO REMAIN - RESEED AS NEEDED WITH NATIVE GRASS MIX "BIO-MEADOW" OR EQUIVALENT AS DIRECTED BY THE DEVELOPER
63. 5' CONCRETE SIDEWALK
64. 50-FOOT-WIDE RIGHT-OF-WAY FOR FUTURE ROADWAY

SITE & UTILITY PLAN

PINNACLE
Engineering & Land Surveying, Inc.
Layton • West Bountiful • Mount Pleasant • St. George
327 W GORDON AVE, Suite #3
Layton, UT 84041
Phone: (801) 773-1910
Fax: (801) 719-6738

CHALK CREEK ESTATES PH 4
SITE & UTILITY OVERVIEW PLAN
CHRIS BOYER
APPROX. 360 EAST 50 NORTH
COALVILLE, UTAH
PROJECT #17-024F

REVISION	BY	DATE
PRIOR VERSION	SPB	06/12/23
1. REV. 50 N. (WEST SIDE: SH. 6)	SPB	07/10/23
1. REV. CREEK RUN AT COUNTY PARK DR.	SPB	07/10/23
2. CITY COMMENTS (SH. 3, 4, 6, 10, AND 11)	SPB	07/17/23

SURVEYED BY
DESIGNED BY
DRAWN BY SB 07/07/23
APPROVED BY SB

CALL BLUESTAKES
1-800-662-4111
AT LEAST 48 HOURS BEFORE DIGGING

SHEET 4

ALL UNDERGROUND UTILITIES SHOWN ARE BASED ON SURVEYED FIELD WORK AND ARE TO BE VERIFIED BY THE UTILITY COMPANIES PRIOR TO CONSTRUCTION.
ALL DRAWINGS, SPECIFICATIONS, PLANS, REPORTS, DOCUMENTS AND DATA PREPARED BY PINNACLE ENGINEERING & LAND SURVEYING, INC. DOES NOT ASSUME LIABILITY FOR ANY SUCH USE OR REUSE OF THIS DRAWING AND ANY DATA, DOCUMENTS OR DRAWINGS PRESENTED HEREUNDER, IN WHOLE OR IN PART, WITHOUT THE WRITTEN CONSENT OF PINNACLE ENGINEERING & LAND SURVEYING, INC. DOES NOT ASSUME LIABILITY FOR ANY SUCH USE.

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EXHIBIT D

MPD APPROVAL

(Land Use Decision, Findings, Conclusions, and Conditions)

Chalk Creek Estates Phase 4 Subdivision MPD

The following are findings of fact, conclusions of law, and conditions of approval for the Chalk Creek Estates Phase 4 Subdivision Master Planned Development (hereafter referred to as "MPD").

Findings of Fact:

1. The Chalk Creek Estates Phase 4 Subdivision Property, Parcels CT-327, and CT-327-B are zoned Medium Density Residential (R-2) which allows 2 lots per acre. The property includes 11.34 acres and is therefore eligible for 22 lots.

2. The owner of the Chalk Creek Estates Phase 4 Subdivision Property, Boyer Family Investment, Chris Boyer, ("Applicant") duly applied for a Subdivision and MPD on June 6, 2022, for the Chalk Creek Estates Phase 4 Property. The Applicant is also the Developer.

3. The Preliminary Subdivision Plat and MPD application was determined complete, with all required information on June 17, 2022.

4. The Planning Commission reviewed, discussed, and conducted a public hearing on the Preliminary Subdivision Plat and MPD on June 20, 2022 and recommended approval of project to the City Council.

5. The City Council conducted a public hearing and approved the Preliminary Subdivision Plat and MPD on July 11, 2022.

6. On September 19, 2022, the Planning Commission conducted a public hearing and recommended approval of the Final Subdivision Plat and Construction Drawings to the City Council.

7. On March 13, 2023, the City Council conducted a public hearing on the Final Subdivision Plat and Construction Drawings (approval action to be determined at the meeting).

Conclusion of Law:

1. The proposed Chalk Creek Estates Phase 4 Development is being processed as a Subdivision and MPD as required by the City Development Code, which is intended to produce superior project design through flexible and innovative development provisions that advance the goals of the City's General Plan.

2. No new zone district or overlay designation is being requested that is not already existing in the development code and on the zoning map of the City.

3. In considering the Subdivision and MPD, the City Council considered the following conclusions of the MPD required findings in Section 8-6-080 of the development code:

a) The MPD site design integrates well into the natural terrain, minimizes excessive site grading, and protects and preserves surrounding natural areas.

b) The MPD makes suitable provisions for the protection, preservation, and enhancement of wildlife habitat, watercourses, riparian areas, drainage areas, wooded areas, steep terrain and similar natural features and sensitive lands.

c) The MPD takes adjacent land uses into consideration and mitigates potential impacts, including but not limited to, flooding, erosion, subsidence, sloping of the soil or other dangers and nuisances, through careful site planning. Integration of connectivity with adjacent properties, as applicable, has also been considered and provided.

d) The MPD has direct vehicular access from a public road or suitable private road or driveway access meeting all requirements of the City's engineering, development code and fire district standards.

e) The MPD has a secondary point of access/emergency access or other mitigation satisfactory to the City Council and fire district.

f) All roads/streets within the MPD follow the natural contours of the site wherever possible to minimize the amount of grading and balance cut and fill.

g) Existing or proposed utility and public services are adequate to support the proposed MPD at normal service levels and are designed in a manner to avoid adverse impacts on existing adjacent land uses, public services, and utility resources.

h) The proposed structures within the MPD are located on reasonably developable portions of the site as determined by the site analysis and sensitive lands determinations. The open areas within the MPD are designed so that existing significant vegetation can be maintained to the greatest degree possible.

i) The MPD includes adequate internal vehicular and pedestrian/equestrian/bicycle circulation in accordance with the City's Transportation and Trails Master Plans.

j) The MPD includes adequate and designated areas for snow removal and snow storage.

k) All exterior lighting within the MPD is downward directed and fully shielded in compliance with the City Outdoor Lighting standards.

l) The MPD, as conditioned, complies with all the requirements of the development code.

m) The MPD, as conditioned, is consistent with the General Plan.

n) The MPD has been noticed and a public hearing held in accordance with the development code.

4. The Planning Commission conducted the required public hearings on the Chalk Creek Estates Phase 4 Subdivision and MPD on June 20, 2022, and September 19, 2022. The City Council conducted the required public hearings on the Chalk Creek Estates Phase 4 Subdivision and MPD on July 11, 2022, and March 13, 2023.

5. The proposed Chalk Creek Estates Phase 4 Subdivision and MPD was determined to comply with the applicable development code standards.

6. The Chalk Creek Estates Phase 4 Subdivision and MPD, as conditioned below, will satisfy the required findings in Section 8-6-080 of the Development Code with evidence that supports the conclusions for the City to approve an MPD.

Conditions of Approval:

1. The applicant shall be responsible for the installation and/or construction of public recreational improvements for the direct benefit of the development and surrounding community on the park space identified as Parcel A on the subdivision plat as required by Section 8-4-080 of the development code. The park improvements shall include 4 picnic tables on 3 concrete pads, 9 native ornamental trees, 2 off-street parking spaces, planted turf and irrigation system as shown on Exhibit A-Public Park Plan.

2. The applicant shall provide a Class II Trail along Chalk Creek as shown on Exhibit A. The trail shall include a 16-foot easement, 8-foot-wide paved pedestrian/bike trail surface and be located no closer than the historic high-water line of Chalk Creek. The connecting concrete walkway and loop sidewalk as shown on Exhibit A to remain and be constructed by the developer.

3. The applicant may pay a fee in lieu of constructing the Class II Trail segments at the estimated construction cost of the trail as determined by the city engineer upon review of a cost estimate prepared by a licensed contractor submitted by the applicant.

4. The applicant shall submit final lighting and signing plan details for review and approval by Staff prior to recordation of the subdivision plat.

5. The applicant shall provide a final public street landscaping and irrigation plan for review and approval by Staff prior to recordation of the subdivision plat.

6. A draft Development Agreement for the project shall be submitted by the applicant for review by Staff and approval by the City Council prior to recordation of the subdivision plat.

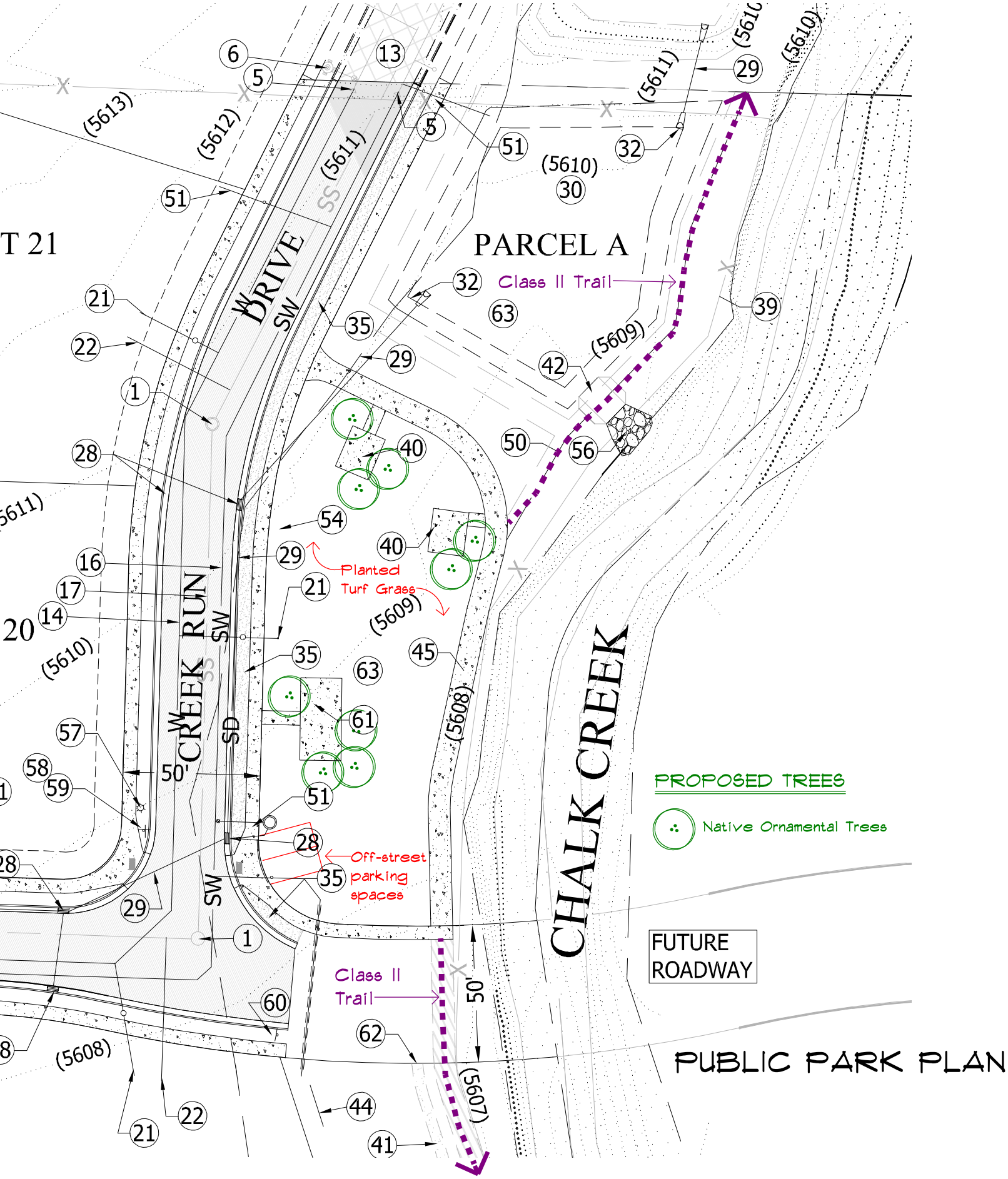
7. The applicant shall execute a city water agreement for culinary and secondary water service for the development prior to recordation of the final subdivision plat.

8. The applicant shall execute the city development improvement agreement and performance guarantee for all public improvements prior to recordation of the final subdivision plat.

9. Installation of meters shall be required on existing and new secondary water service connections in the development.

10. Staff shall verify the project construction details for compliance with the development code and engineering standards and specifications prior to recordation of the final subdivision plat.

EXHIBIT A


PARCEL A
T 21
20
DRIVE
CREEK RUN
CHALK CREEK
Class II Trail
Planted Turf Grass
Off-street parking spaces
Class II Trail
PROPOSED TREES
Native Ornamental Trees
FUTURE ROADWAY
PUBLIC PARK PLAN
50'
50'
(5613)
(5612)
(5611)
(5610)
(5609)
(5608)
(5607)
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SD
SS

EXHIBIT E

DIGITAL COPY OF APPLICABLE VESTING LAWS