



Staff Report

Coalville City
Community Development Director

To: Coalville City Planning Commission
From: Don Sargent, Community Development Director
Date of Meeting: February 17, 2026
Re: Rivers Edge Storage Amended Site Plan, Subdivision Plat, and Development Agreement (DA)
Action: Initial Review and Discussion - Work Session

River's Edge Site Plan, Subdivision Plat, and DA Amendments

REQUEST

The purpose of this work session is to review and discuss proposed amendments to the Rivers Edge Storage Development.

This item is scheduled for a work session only (public comment will be taken at a future noticed public hearing). No formal action is requested at this meeting.

BACKGROUND

The River's Edge Development is located west of the I-80 Interstate (300 S 500 W) as shown on the Aerial Location Map as Attachment A. The property is in the Highway Commercial (HC) Zone District and includes 6.66 acres. The Master Planned Development (MPD) for the project was approved by the city on April 22, 2024.

The applicant, Courtney Richins, has submitted a site plan/subdivision plat and DA amendment applications and is proposing to modify and adjust the uses and configurations of the development on the property. The proposal eliminates 2 subdivision lots and changes retail commercial uses to storage commercial uses. According to the applicant, the reason for the proposed amendments is the inability to service the property with adequate water fire flow required by the fire district.

Attachment B includes the existing approved site plan.

Attachment C includes the proposed amended site plan.

Attachment D includes the existing approved and recorded subdivision plat.

Attachment E includes the proposed subdivision plat.

Attachment F includes the proposed amended DA in "Track Changes".

ANALYSIS

The purpose of this work session is to allow the applicant to present and discuss the proposed amendments with the Planning Commission and receive specific direction on the project for preparation of a public hearing at a future meeting.

Required Review Process

The project will require the following actions for the development:

1. Recommendation by the Planning Commission to the City Council on the MPD site plan, subdivision plat, and DA amendments.
2. Approval by the City Council of the amendments.

All the applications can be processed concurrently and include a review and public hearing by both the Planning Commission and City Council.

RECOMMENDATION

Staff recommends the Planning Commission review and discuss the proposed River's Edge MPD Site Plan, Subdivision Plat, and DA amendments and provide direction to the applicant and/or Staff regarding the project for continued review and public hearing at a subsequent meeting.

Attachments:

- A.** Aerial Location Map
- B.** Existing River's Edge Approved Site Plan
- C.** Proposed River's Edge Amended Site Plan
- D.** Existing Approved and Recorded River's Edge Subdivision Plat
- E.** Proposed River's Edge Subdivision Plat
- F.** Proposed River's Edge Amended DA

ATTACHMENT A



Summit County, Source: Esri, Maxar, Earthstar Geographics, and the [GIS User Community](#)

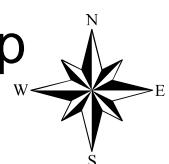


Aerial Context Map

Summit County Parcel Viewer Application

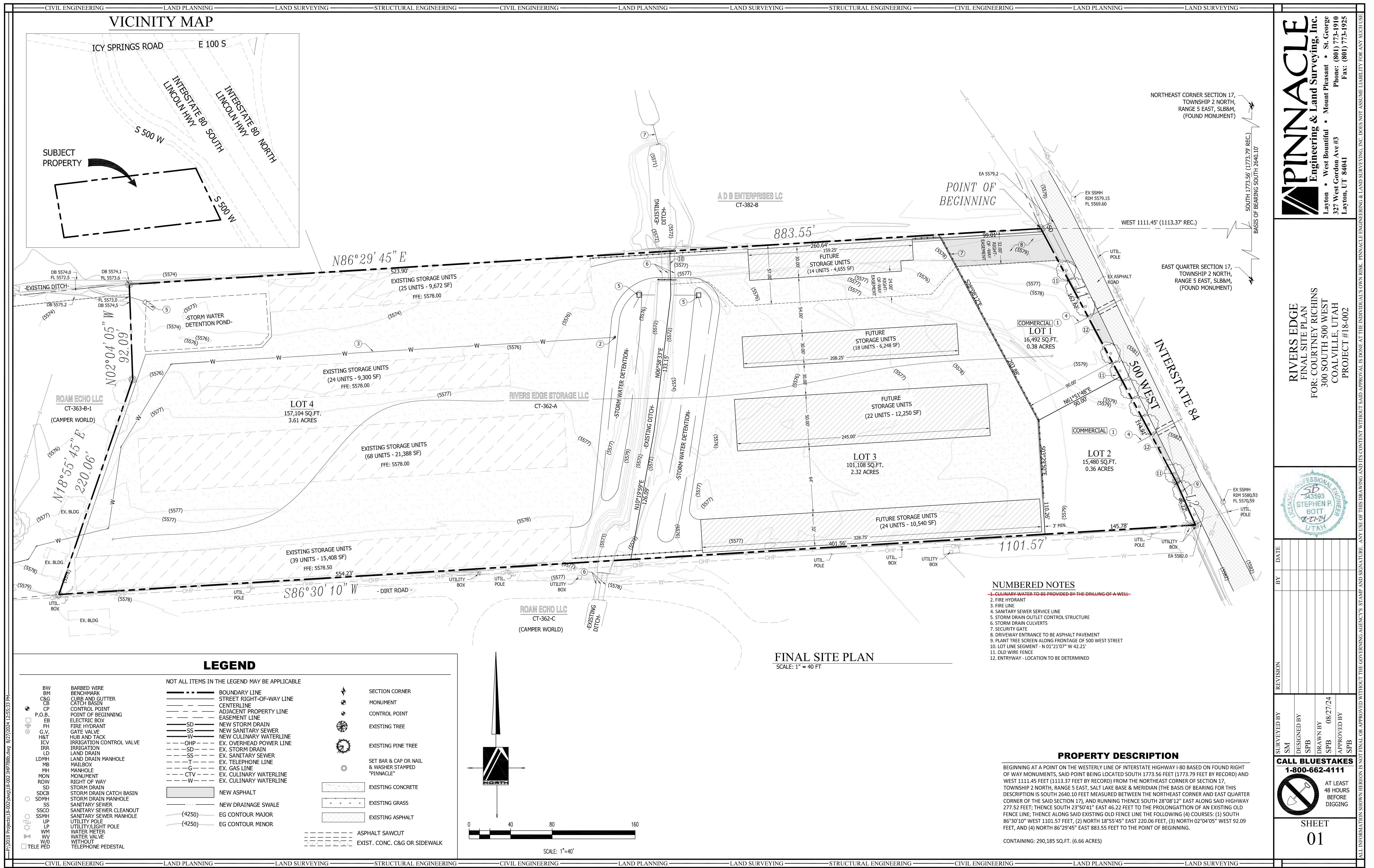
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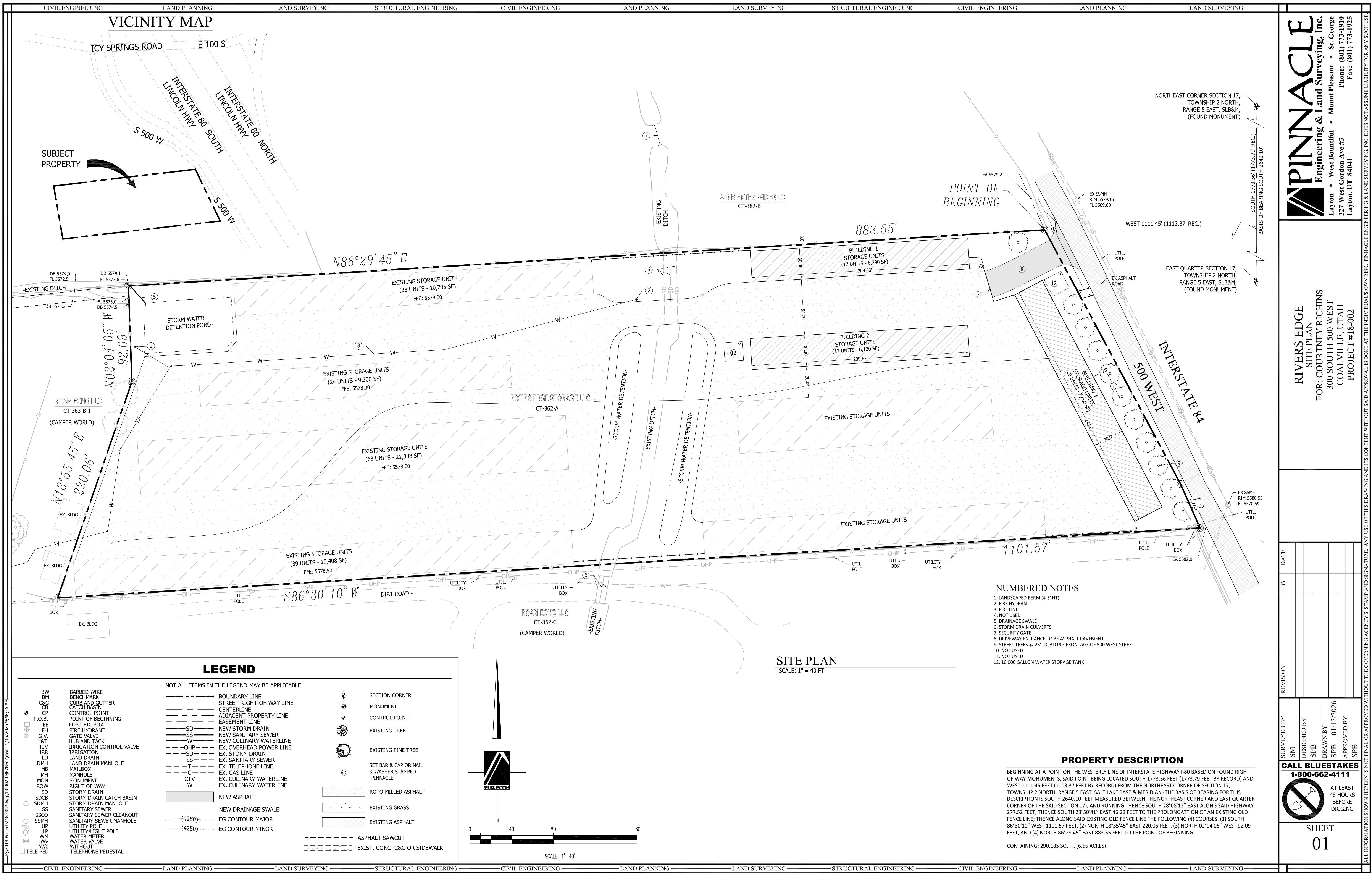
Imagery courtesy of Google

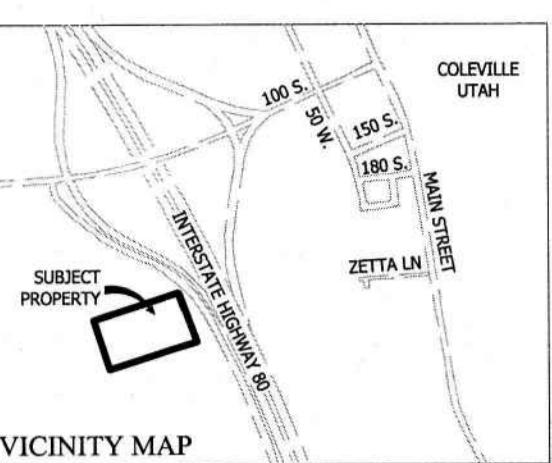


1 in = 376 feet

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.

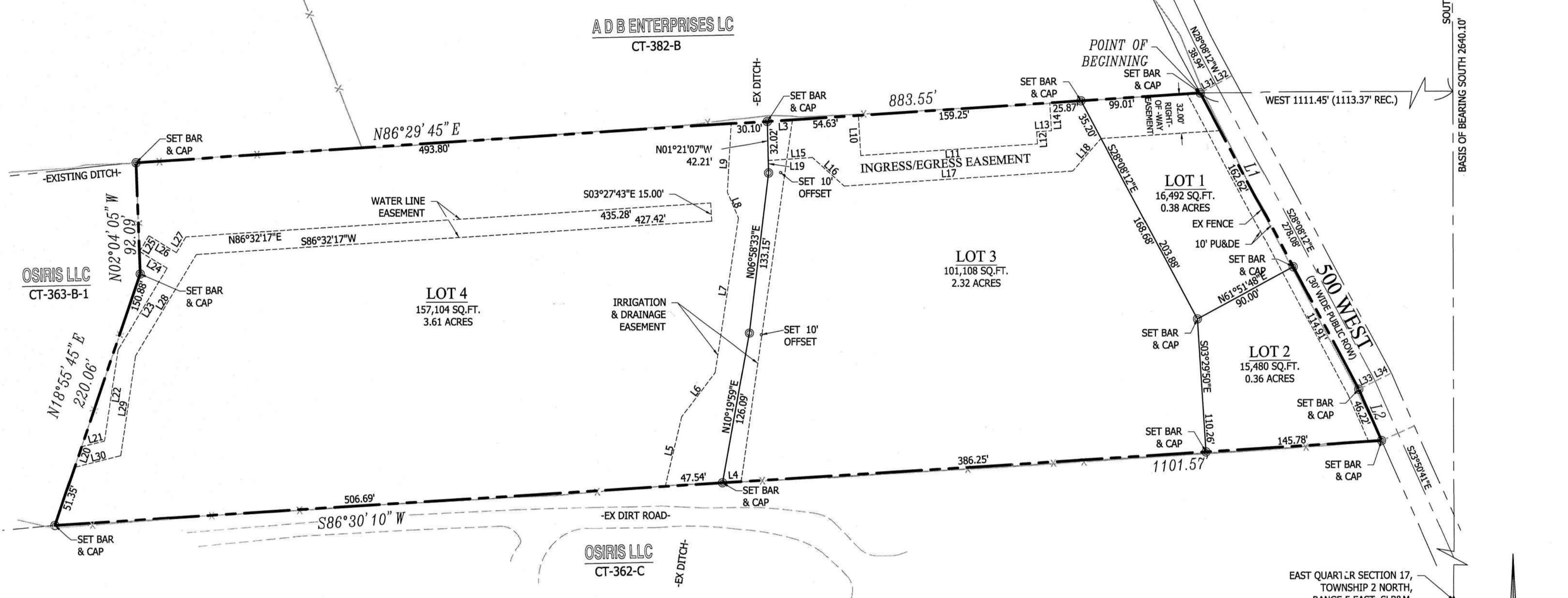






RIVERS EDGE SUBDIVISION

A PART OF THE NORTHEAST QUATER OF SECTION 17, TOWNSHIP 2 NORTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN, COALVILLE CITY, SUMMIT COUNTY, UTAH



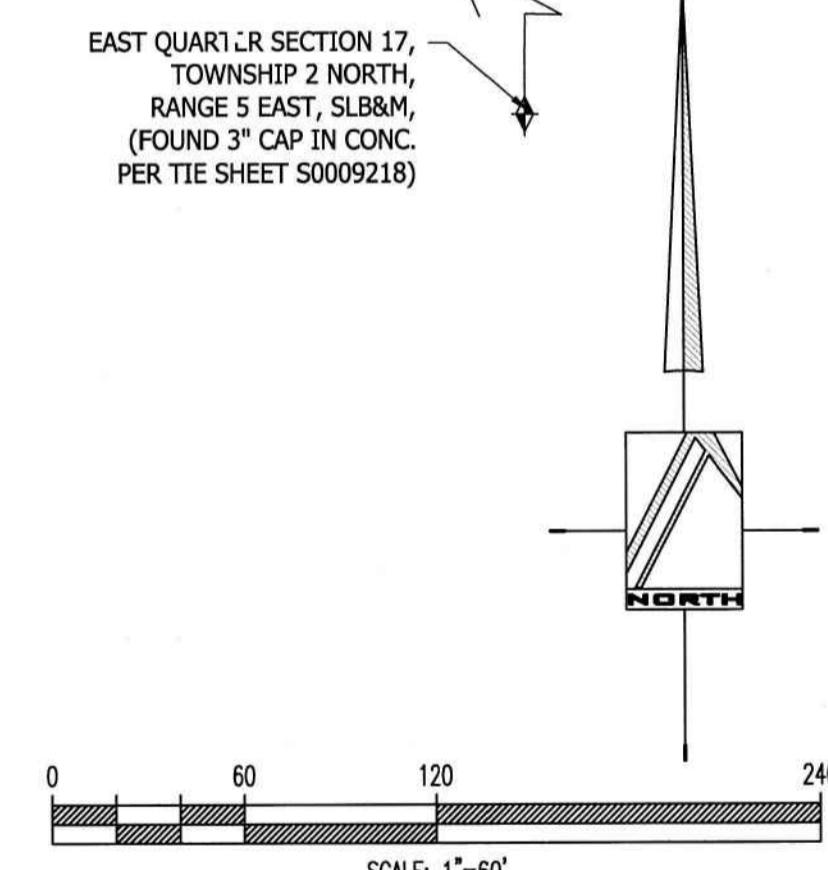
LEGEND

- PROPERTY LINE
- LOT LINE
- CENTER / SECTION LINE
- STREET RIGHT-OF-WAY LINE
- EASEMENT LINE
- ADJACENT PROPERTY LINE
- ROW RIGHT-OF-WAY
- SECTION CORNER (SEE INDIVIDUAL SECTION CORNER DESCRIPTIONS)
- POB POINT OF BEGINNING
- PU&DE PUBLIC UTILITY & DRAINAGE EASEMENT
- SET 5/8" REBAR WITH ORANGE PLASTIC CAP STAMPED "PINNACLE"

PINNACLE
Engineering & Land Surveying, Inc.
327 WEST GORDON AVE. #3
LAYTON, UT 84041
Phone: (801) 773-1910
Fax: (801) 773-1925
18-002 PLAT.Dwg
5/2/2025

LINE TABLE			LINE TABLE			LINE TABLE		
LINE	BEARING	LENGTH	LINE	BEARING	LENGTH	LINE	BEARING	LENGTH
L1	S 28°08'12" E	277.52	L13	N 86°29'45" E	12.25	L25	N 31°13'33" E	15.00
L2	S 23°50'41" E	46.22	L14	N 03°30'15" W	23.00	L26	S 58°46'27" E	26.77
L3	N 86°29'08" E	20.89	L15	N 86°29'45" E	36.76	L27	N 31°13'33" E	15.10
L4	N 86°30'10" E	15.31	L16	S 48°30'10" E	35.36	L28	S 31°13'33" W	98.00
L5	N 13°27'16" E	59.35	L17	N 86°29'45" E	189.76	L29	S 08°43'33" W	83.37
L6	N 37°29'05" E	45.76	L18	S 41°29'45" W	35.36	L30	S 76°13'33" W	39.12
L7	N 08°42'47" E	129.12	L19	N 01°21'07" W	10.18	L31	N 61°51'48" E	15.00
L8	N 23°38'11" W	23.05	L20	N 18°55'45" E	17.83	L32	N 61°51'48" E	15.00
L9	N 03°15'18" E	56.78	L21	N 76°13'33" E	19.47	L33	N 64°00'34" E	15.01
L10	S 03°30'15" E	33.00	L22	N 08°43'33" E	76.33	L34	N 64°00'34" E	15.01
L11	N 86°29'45" E	147.00	L23	N 31°13'33" E	78.75			
L12	N 03°30'15" W	10.00	L24	N 58°46'27" W	26.77			

ADDRESS TABLE	
LOT	ADDRESS
1	300 SOUTH 500 WEST
2	320 SOUTH 500 WEST
3	290 SOUTH 500 WEST
4	280 SOUTH 500 WEST



NORTH SUMMIT FIRE DISTRICT		PUBLIC SAFETY ANSWERING POINT APPROVAL		PUBLIC WORKS		COMMUNITY DEVELOPMENT	
APPROVED THIS 21 st DAY OF May, 2025 BY THE NORTH SUMMIT FIRE DISTRICT. <i>John M. Ward - Fire Marshal</i> MANAGER		APPROVED THIS 21 st DAY OF May, 2025 BY THE SUMMIT COUNTY PUBLIC SAFETY ANSWERING POINT <i>Jeff Ward, GIS Coordinator</i> SUMMIT COUNTY PUBLIC SAFETY ANSWERING POINT		APPROVED THIS 29 th DAY OF May, 2025 BY THE COALVILLE CITY PUBLIC WORKS DIRECTOR. <i>John M. Ward</i> COALVILLE PUBLIC WORKS DIRECTOR		APPROVED THIS 28 th DAY OF May, 2025 BY THE COALVILLE CITY COMMUNITY DEVELOPMENT DIRECTOR. <i>John M. Ward</i> COMMUNITY DEVELOPMENT DIRECTOR	

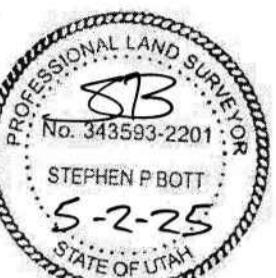
ROCKY MOUNTAIN POWER	ENBRIDGE GAS	CITY ATTORNEY'S APPROVAL	PLANNING COMMISSION APPROVAL	CITY ENGINEER'S APPROVAL	CITY COUNCIL APPROVAL	SUMMIT COUNTY RECORDER
APPROVED THIS 1 st DAY OF May, 2025 BY A REPRESENTATIVE OF ROCKY MOUNTAIN POWER. <i>John Smith</i> ROCKY MOUNTAIN POWER REPRESENTATIVE	APPROVED THIS 12 th DAY OF May, 2025 BY A REPRESENTATIVE OF ENBRIDGE GAS. <i>John Smith</i> ENBRIDGE GAS REPRESENTATIVE	APPROVED THIS 3 rd DAY OF June, 2025 BY THE COALVILLE CITY ATTORNEY. <i>John Smith</i> COALVILLE CITY ATTORNEY	APPROVED THIS 13 th DAY OF May, 2025 BY THE COALVILLE CITY PLANNING COMMISSION. <i>John Smith</i> CHAIRMAN, COALVILLE CITY PLANNING COMMISSION	I HEREBY CERTIFY THAT THIS OFFICE HAS EXAMINED THE PLAT AND IT IS CORRECT IN ACCORDANCE WITH THE INFORMATION ON FILE IN THIS OFFICE. SIGNED THIS 22 nd DAY OF May, 2025. <i>John Smith</i> COALVILLE CITY ENGINEER	APPROVED THIS 22 nd DAY OF May, 2025 BY THE COALVILLE CITY COUNCIL. <i>John Smith</i> COALVILLE CITY RECORDER	ENTRY NO. 1242072 FEE PAID \$58 FILED FOR RECORD AND RECORDED THIS 7 th DAY OF October, 2025 AT 12:10 PM BOOK _____ OF OFFICIAL RECORDS PAGE _____ FOR: RIVERS EDGE STORAGE LLC SUMMIT COUNTY RECORDER BY: <i>John Smith - DEPUTY</i> DEPUTY RECORDER

ALL INFORMATION SHOWN HEREON IS NOT FINAL OR APPROVED WITHOUT THE GOVERNING AGENCY(S)'S STAMP AND SIGNATURE. ANY USE OF THIS DRAWING AND ITS CONTENT WITHOUT SAID APPROVAL IS DONE AT THE INDIVIDUAL'S OWN RISK. PINNACLE ENGINEERING & LAND SURVEYING, INC. DOES NOT ASSUME LIABILITY FOR ANY SUCH USE.

SURVEYOR'S CERTIFICATE

I, STEPHEN P. BOTT DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR IN THE STATE OF UTAH AND THAT I HOLD LICENSE NUMBER 343593 IN ACCORDANCE WITH TITLE 58, CHAPTER 22, PROFESSIONAL ENGINEERS AND PROFESSIONAL LAND SURVEYORS LICENSING ACT. I FURTHER CERTIFY THAT I HAVE COMPLETED A SURVEY AND HAVE REFERENCED A RECORD OF SURVEY MAP OF THE EXISTING PROPERTY BOUNDARIES IN ACCORDANCE WITH SECTION 17-23-17 AND HAVE VERIFIED THE BOUNDARY LOCATIONS AND HAVE PLACED MONUMENTS AS REPRESENTED ON THE PLAT. I DO FURTHER CERTIFY THAT BY AUTHORITY OF THE OWNERS, I HAVE SUBDIVIDED SAID PROPERTY INTO LOTS AND EASEMENTS, HEREAFTER TO BE KNOWN AS RIVERS EDGE SUBDIVISION.

Stephen P. Bott 5-2-2025
STEPHEN P. BOTT PLS NO. 343593



BOUNDARY DESCRIPTION

BEGINNING AT A POINT ON THE WESTERLY LINE OF INTERSTATE HIGHWAY I-80 BASED ON FOUND RIGHT OF WAY MONUMENTS, SAID POINT BEING LOCATED SOUTH 1773.56 FEET (1773.79 FEET BY RECORD) AND WEST 1111.45 FEET (1113.37 FEET BY RECORD) FROM THE NORTHEAST CORNER OF SECTION 17, TOWNSHIP 2 NORTH, RANGE 5 EAST, SALT LAKE BASE & MERIDIAN (THE BASIS OF BEARING FOR THIS DESCRIPTION IS SOUTH 2640.10 FEET AS MEASURED BY THE NORTHEAST CORNER AND EAST QUARTER CORNER OF THE SECTION (17), AND THENCE THENCE SOUTH 23°50'41" EAST 46.22 FEET TO THE PROLONGATION OF AN EXISTING OLD FENCE LINE THE FOLLOWING (4) COURSES: (1) SOUTH 86°30'10" WEST 1101.57 FEET, (2) NORTH 18°55'45" EAST 220.06 FEET, (3) NORTH 02°04'05" WEST 92.09 FEET, AND (4) NORTH 86°29'45" EAST 220.06 FEET TO THE POINT OF BEGINNING. CONTAINING: 290,185 SQ.FT. (6.66 ACRES)

SURVEYOR'S NARRATIVE

THE PURPOSE OF THIS PLAT IS TO CREATE FOUR COMMERCIAL LOTS. SEE RECORD OF SURVEY MAP, FILE NUMBER S0011735, DATED: 11/26/2024, ON FILE AND OF RECORD IN THE OFFICE OF THE SUMMIT COUNTY RECORDER.

OWNER'S DEDICATION

WE THE UNDERSIGNED OWNERS OF THE HEREON DESCRIBED TRACT OF LAND, HEREBY SET APART AND SUBDIVIDE THE SAME INTO LOTS AS SHOWN ON THIS PLAT AND NAME SAID TRACT OF LAND

RIVERS EDGE SUBDIVISION

AND HEREBY DEDICATE THOSE CERTAIN STRIPS AS EASEMENTS FOR PUBLIC UTILITY AND DRAINAGE PURPOSES, AS SHOWN HEREON, THE SAME TO BE USED FOR INSTALLATION AND MAINTENANCE OF PUBLIC UTILITY SERVICE INSTALLATION, MAINTENANCE AND OPERATION OF PUBLIC UTILITY SERVICE LINES AND DRAINAGE, AS MAY BE AUTHORIZED BY COALVILLE CITY, AND DO HEREBY GRANT AND DEDICATE TO THE DITCH COMPANY AN IRRIGATION EASEMENT OVER THE IRRIGATION EASEMENT AS SHOWN HEREON, AND DO HEREBY GRANT, AND DEDICATE A NON-EXCLUSIVE RECIPROCAL INGRESS/EGRESS EASEMENT ACROSS LOT 1 FOR ACCESS TO LOTS 3 AND 4 AS SHOWN HEREON.

SIGNED THIS 21 DAY OF May, 2025

John Smith
COURTNEY RICHINS, OWNER - RIVERS EDGE STORAGE, LLC.

John Smith
HALEY RICHINS, OWNER - RIVERS EDGE STORAGE, LLC.
Courtney Richins, Member, Rivers Edge Storage, LLC
Hailey Richins, Member, Rivers Edge Storage, LLC

ACKNOWLEDGMENT

STATE OF UTAH
COUNTY OF SUMMIT

ON THE 21 DAY OF May, 2025, PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, IN AND FOR SAID COUNTY OF SUMMIT IN SAID STATE OF UTAH, THE SIGNER () OF THE ABOVE OWNER'S DEDICATION, IN NUMBER, WHO DULY ACKNOWLEDGED TO ME THAT SAID DEDICATION WAS SIGNED FREELY AND VOLUNTARILY ON BEHALF OF SAID RIVERS EDGE STORAGE, L.L.C. AND FOR THE USES AND PURPOSES STATED THEREIN.

NOTARY PUBLIC: *Karen West*

COMMISSION EXPIRES: *01/01/2029*

COMMISSION NUMBER: *740863*



RIVERS EDGE SUBDIVISION

A PART OF THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 2 NORTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN, COALVILLE CITY, SUMMIT COUNTY, UTAH

RIVERS EDGE SUBDIVISION

ATTACHMENT F

RIVER'S EDGE/WILDE PROPERTY

Master Planned Development

Development Agreement

October 15 , 2024

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DEVELOPMENT AGREEMENT

This Development Agreement (“**Agreement**”) is entered into this 15th day of October 2024, by and between COALVILLE CITY CORPORATION, (“**City**”) a municipal corporation of the State of Utah located in Summit County, and Courtney and Haley Richins, Doug Wilde, and Daniel Richins, individuals (“**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, (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, or effectively owns, certain real property consisting of approximately 20.78 acres located in Coalville City, as shown on the Aerial Context Map as Exhibit “A” and legally described in Exhibit “B” (the “**Property**”), and more particularly depicted on the Project Subdivision Plats and Site Plans in Exhibit “C” and “D”. 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 “River’s Edge/Wilde Property” (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 Highway Commercial (HC), Agricultural (AG-20), Community Commercial (CC) & Very High Density Residential (R-8) 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 "B" and graphically shown on Exhibit "C" and "D". The Property within the boundaries of the Project shown on Exhibit "C", 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:

Density

Lots/Units (13 Lots/69 Multi-Family Attached Units)

Open Space and Trails (Recreation)

Primary Open Space: 4 . 5 1 Acres

Park Space: 1 . 4 5 Acres

Trails: Approximately 1,500 Lineal Feet

Commercial Intensity

Storage Unit Buildings: 33,693-43,943 Square Feet in River's Edge

~~Highway Commercial Buildings: Approximately 16,000 Square Feet on Lots 1 and 2 in River's Edge.~~

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

The Project Subdivision Plats/Site Plans, attached hereto as Exhibit "C" and "D" is derived from a scaled survey. A large version of the Project Subdivision Plats/Site Plans shall be kept on file with the City. Surveys of internal Project Phase boundaries will be submitted with Development Applications.

2.4. INTENDED USE

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

Residential subdivision including: 0 lots.

Multi-family development including: 69 units on 9 lots.

Commercial development including Approximately 49,693
43,943 square feet as described above on 4-2 lots.

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 4/22/24. 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” and “Subdivision Plat” of the MPD Application:

- A. 13-1 Subdivision Lots, including 2 Commercial Building Lots
- B. 69 Multi-Family Units
- C. 4.5 acres of dedicated open space and 5.96 acres overall, including Park Spaces
- D. Public Dedicated or Private Road(s)
- E. Public Dedicated Sidewalk(s) and Public or Private Trail(s)
- F. Public Dedicated or Private Park(s)

4.2 SUPPORT FACILITIES

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

4.3 PROCESS TO TRACK TOTAL DWELLING UNITS AND COMMERCIAL FLOOR AREA

Master Developer shall develop a process to track Dwelling Unit counts based on approved Building Permits and submit same to the City. Table 4-3-1 below shows the anticipated approximate number of Dwelling Units within each Project Phase. Annually, the City and Master Developer shall confirm the number of Dwelling Units that has been developed within the Project. Master Developer shall include in the report total development of other uses, including commercial floor area totals.

Table 4-7-1 Target Unit Count by Phase

Phase ¹	Target Dwelling Unit Range
1	6 (Existing)
2	28
3	21
4	20
Maximum Total Allowed	75

1. Project Phase, Density and Project Phase intensity or volume may vary depending on numerous factors, such as market orientation and demand, interest rates, competition, infrastructure phasing and similar factors. Accordingly, the timing, sequencing, phasing, and the location of Densities as set forth within this Table 4-7-1 is subject to change as determined by Master Developer, and so long as a Development Application is generally consistent with the MPD Approval and this Agreement, the same may be approved as a Minor Amendment. Phasing is depicted in Exhibit D.

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 or Unit
Single-Family or Multi-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:

5.5.3.1 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

5.5.3.2 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 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 "C" and "D").

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 Service, Design, and Construction

7.2.1 Culinary Water

In accordance with Finding No. 8 of the MPD approval in Exhibit "E" the applicant may pay the culinary water fee-in-lieu of dedicating water shares to serve the previously approved and vested 36 multi-family units for future phases of the development. Development above 36 multi-family units will require the transfer of water shares currently associated with the property to the city. Consistent with Section 31-060:B.2 of the development code payment of fee-in-lieu for culinary water service may be considered following the dedication of all available water shares on the property. Water service capacity will be evaluated and confirmed with the review and approval of each phase of the Project (refer to Sections 11.4 and 11.5).

Master Developer will pay to have all Project-Level Facilities for water infrastructure constructed and connected to existing city systems. Master Developer will also 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 phase approvals. 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 phase approvals 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 existing sewer availability to service 0 Single-family dwelling units, 69 Multi-family units

and/or ~~The necessary square footage for the estimated Commercial Space to be built on Lots 1 and 2 of Rivers Edge square feet of Non-Residential~~ Development in the Project, including, support facilities as shown on the Subdivision Plat or Site Plan. Future sewer service capacity will be evaluated and confirmed with the review and approval of each phase of the Project (refer to Sections 11.4 and 11.5).

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 5.96 acres 28.68 % of total Open Space, as shown in the following Table 2.

Table 2 - Open Space Calculations

	Gross Acres	Total % of MPD
The Property		100%
Total Open Space*	5.96	28.68%

*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 I 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 I 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 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 Future 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).

11.4 PROJECT PHASING

11.4.1 Phasing Plan Approved

The Project Site Plans attached hereto as Exhibit “D” include a phasing plan approved for the Project.

As noted on the approved Phasing Plan (Exhibit “D”), the Phasing Plan is “subject to change” and is only “a reasonable and accurate estimate of the development improvements and timing that will be needed for the project. The precise locations and details of the Development Parcels’ configuration and design, improvements and any other similar items regarding development of the Development Parcels are not definitively known as of the date of this Agreement. Intended Uses and Densities are generally known, however the Parties acknowledge that the most efficient and economic development of the Project depends on numerous factors, such as market orientation and demand, interest rates, competition, and similar factors. Accordingly, the timing, sequencing, and phasing of development of the various Development Parcels in the Project shall be as determined by Master Developer, and so long as a Development Application is generally consistent with the MPD Approval and does not constitute a Major Amendment, the same may be approved as a Minor Amendment. Additionally, alternative or functionally equivalent roads, water, sewer, and stormwater systems or other infrastructure improvements may be approved by the City based on existing conditions (including market demand and City infrastructure) and current technology.

The Master Developer may propose a sub-phase of any phase noted on the Phasing Plan to accommodate the timing, market demands, development of required improvements or other similar factors associated with the project phase.

11.4.2 Phasing Of Improvements

The approved Phasing Plan is not intended to be absolute and represents likely phases based on current market conditions and infrastructure phasing. Project Phases may be started concurrently, and portions of phases may be built without completion of the entire phase. In general, the infrastructure necessary for each phase of the Project is dependent on the infrastructure built in preceding phases.

Project Phases may ultimately be built simultaneously. Accordingly, infrastructure and timing of development different from the Phasing Plan (Exhibit “D”) may be proposed by Master Developer, without an amendment to the MPD Approval or this Agreement,

based on the needs and timing of specific Project Phases and technological advancements.

11.4.3 Phasing And Construction Of On-Site Infrastructure Improvements

On-Site Facilities are Project-Level Facilities and Regional Facilities located within the Project Site of the Project. The capacity of the roadway, water, sewer, and stormwater systems serving a specific Project Phase proposal shall be evaluated during the development review process for that Project Phase. If, based on a Project Phase specific evaluation, there are insufficient infrastructure facilities or capacity to serve some or all the specific Project Phase, infrastructure improvements necessary to provide adequate capacity shall be required as a condition of issuing a building permit for a structure within that Project Phase. Timing, design, and necessity of such infrastructure improvements must be consistent with provisions of Sections 6.0 and 7.0 of this Agreement.

11.4.3.1 Construction and Funding

Master Developer shall design and Construct (or cause to be Constructed) all required On-Site Facilities. Master Developer may elect to construct certain facilities prior to a demonstrated need to obtain adequate capacity. However, nothing in this Section 11.0 shall be construed to require Master Developer of the Project to Construct any infrastructure facility or pay one hundred percent (100%) of any infrastructure facility cost, which is unnecessary to provide adequate capacity for a Project Phase of the Project.

11.4.4 Phasing And Construction Of Off-Site Infrastructure Improvements

Off-Site Facilities are Project-Level Facilities and Regional Facilities that are located outside the Project Site and the boundaries of the Project. Since the Off-Site Facilities necessary to serve the Project at the end of the Build-Out Period may be substantially more than will be needed to serve the Project during its initial Project Phases, construction of off-site Facilities is tied to thresholds that trigger construction or upgrade of the infrastructure facilities.

Prior to construction on the first Project Phase, a more detailed implementation schedule for any required construction or upgrades of off-site infrastructure improvements supporting Project Phase one and all other subsequent Project Phases shall be submitted to the City for approval. The purpose of this provision is to ensure that necessary off-site Facilities are provided to serve Project Phases as they occur.

11.4.4.1 Construction and Funding

Master Developer shall design and construct (or cause to be constructed) the Off-Site Facilities necessary to serve the Project. Master Developer may elect to construct or upgrade certain Off-Site Facilities prior to a demonstrated need to obtain adequate capacity. However, nothing in this Section 11.0 shall be construed to require Master Developer to construct or upgrade any Off-Site Facility or pay any infrastructure facility cost, which is unnecessary to provide adequate capacity for a Project Phase of the Project.

11.5 PHASING OF DEVELOPMENT TRACKING

11.5.1 On-Site and Off-Site Facilities

The sequencing of Project Phase approvals, construction completeness, and City acceptance of On-Site Facilities and Off-Site Facilities shall be confirmed by the City, who shall make a finding within each staff report for proposed Final Plats or binding site plans within the Project. The finding shall confirm whether required infrastructure and amenities have been scheduled to meet the demands of the future occupants of that specific Phasing Plan or binding site plan.

11.5.2 Open Space Protection

The details of Open Space protection shall also be identified with each Project Phase during the Final Site Plan review and approval process.

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 4/22/24, (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** – Courtney Richins, 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 Courtney Richins, 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” River’s Edge/Wilde Property Master Planned Development Application submitted to the City and determined complete on 4/22/24.
- **MPD Approval** – The master planned development entitled “River’s Edge/Wilde Property” approved by the City Council adopting findings and conditions in the form attached hereto as Exhibit “E”.
- **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 “D”) 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 "C" and "D".

- **Project MPD Plan** – The Overall Project Site Plan of the MPD attached to this Agreement as Exhibit "D".
- **Project Utility Plan** – The Overall Utility Plan attached to this Agreement as Exhibit "D".
- **Property** – The real property legally described in Exhibit "B" 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" Aerial Context Map

Exhibit "B" Project Legal Descriptions

Exhibit "C" Project Subdivision Plats

Exhibit "D" Project Site and Utility Plans

Exhibit "E" MPD Findings and Conditions of Approval

Exhibit "F" Digital Copy of Applicable Vesting Laws

Exhibits to this Agreement may be 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@coalvillecit.org

With a copy to:

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

To Master Developer:
Courtney Richins
PO BOX 374, Henefer, UT 84033

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: _____
Courtney Richins, Master Developer

By: _____
Haley Richins, Master Developer

By: _____
Doug Wilde, Master Developer

By: _____
Daniel Richins, Master Developer

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 _____, that executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act, for the purposes therein mentioned, and on oath stated he/she 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 _____

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_____

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
AERIAL CONTEXT MAP

EXHIBIT B

PROJECT LEGAL DESCRIPTION

RIVER'S EDGE (SUMMIT COUNTY CT-362-A)

BEGINNING AT A POINT ON THE WESTERLY LINE OF INTERSTATE HIGHWAY I-80 BASED ON FOUND RIGHT OF WAY MONUMENTS, SAID POINT BEING LOCATED SOUTH 1773.56 FEET (1773.79 FEET BY RECORD) AND WEST 1111.45 FEET (1113.37 FEET BY RECORD) FROM THE NORTHEAST CORNER OF SECTION 17, TOWNSHIP 2 NORTH, RANGE 5 EAST, SALT LAKE BASE & MERIDIAN (THE BASIS OF BEARING FOR THIS DESCRIPTION IS SOUTH 2640.10 FEET MEASURED BETWEEN THE NORTHEAST CORNER AND EAST QUARTER CORNER OF THE SAID SECTION 17), AND RUNNING THENCE SOUTH 28°08'12" EAST ALONG SAID HIGHWAY 277.52 FEET; THENCE SOUTH 23°50'41" EAST 46.22 FEET TO THE PROLONGATION OF AN EXISTING OLD FENCE LINE; THENCE ALONG SAID EXISTING OLD FENCE LINE THE FOLLOWING (4) COURSES: (1) SOUTH 86°30'10" WEST 1101.57 FEET, (2) NORTH 18°55'45" EAST 220.06 FEET, (3) NORTH 02°04'05" WEST 92.09 FEET, AND (4) NORTH 86°29'45" EAST 883.55 FEET TO THE POINT OF BEGINNING.

CONTAINING: 290,185 SQ.FT. (6.66 ACRES)

AGRICULTURAL PARCEL A (SUMMIT COUNTY CT-362-363)

A TRACT OF LAND LOCATED IN SECTION 17, TOWNSHIP 2 NORTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN AND HAVING A BASIS OF BEARING TAKEN AS NORTH BETWEEN THE EAST QUARTER CORNER AND THE NORTHEAST CORNER OF ABOVE SAID SECTION 17 DESCRIBED AS FOLLOWS: BEGINNING AT A POINT WHICH IS NORTH 170.99 FEET AND WEST 291.68 FEET FROM THE EAST QUARTER CORNER OF SECTION 17, TOWNSHIP 1 NORTH, RANGE 6 EAST, SALT LAKE BASE AND MERIDIAN (SAID POINT BEING ON THE WESTERLY RIGHT OF WAY LINE OF THE RAIL TRAIL FORMERLY KNOWN AS THE UNION PACIFIC RAILROAD) AND RUNNING SOUTH 86°52'49" WEST 143.19 FEET ALONG AN EXISTING FENCE LINE; THENCE SOUTH 85°24'51" WEST 57.11 FEET ALONG SAID FENCE LINE TO THE EASTERLY RIGHT OF WAY FENCE OF INTERSTATE 80; THE NEXT 3 COURSES ARE ALONG SAID RIGHT OF WAY FENCE; THENCE NORTH 21°59'31" WEST 216.39 FEET; THENCE NORTH 22°56'20" WEST 254.15 FEET; THENCE NORTH 20°13'55" WEST 313.84 FEET TO A FENCE LINE; THENCE NORTH 85°49'21" EAST 167.27 FEET ALONG A FENCE LINE; THENCE NORTH 86°56'17" EAST 150.55 FEET TO THE WESTERLY FENCE LINE OF ABOVE SAID RAIL TRAIL; THENCE SOUTH 13°18'17" EAST 283.96 FEET ALONG SAID RAIL TRAIL FENCE LINE; THENCE SOUTH 12°57'35" EAST 472.74 FEET ALONG SAID RAIL TRAIL FENCE LINE TO THE POINT OF BEGINNING. CONTAINING 4.51 ACRES.

WILDE PARCEL # 2 (SUMMIT COUNTY DRW-2-AM)

LOT 2, DR WILDE AMENDED SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT RECORDED AT THE SUMMIT COUNTY RECORDER'S OFFICE. CONTAINING: 267,241 SQ.FT. (6.14 ACRES)

WILDE PARCEL (SUMMIT COUNTY CT-362)

BEGINNING AT A REBAR AND CAP LOCATED 349.47 FEET NORTH ALONG QUARTER SECTION LINE AND 228.86 WEST FEET FROM THE EAST QUARTER CORNER OF SECTION 17, TOWNSHIP 2 NORTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE NORTH 13°25'31" WEST ALONG AN EXISTING FENCE 234.42 FEET TO THE SOUTHWEST CORNER OF THE DR WILDE SUBDIVISION AMENDED AS RECORDED AT THE SUMMIT COUNTY RECORDER'S OFFICE; THENCE NORTH 86°19'56" EAST ALONG THE SOUTH LINE OF SAID SUBDIVISION 488.53 FEET TO THE SOUTHEASTERLY CORNER THEREOF; THENCE NORTH 86°19'56" EAST 170.70 FEET TO THE WEST LINE OF SAID STREET; THENCE SOUTH 07°38'01" EAST ALONG THE WEST LINE OF SAID STREET 201.95 FEET TO A REBAR AND CAP; THENCE SOUTH 81°51'12" WEST 100.00 FEET; THENCE NORTH 44°20'46" WEST 24.79 FEET; AND THENCE SOUTH 81°51'12" WEST 519.20 FEET TO THE POINT OF BEGINNING.

CONTAINING: 135,973 SQ.FT. (3.12 ACRES)

EXHIBIT C
PROJECT SUBDIVISION PLATS

EXHIBIT D
PROJECT SITE AND UTILITY PLANS

EXHIBIT E
MPD APPROVAL FINDINGS AND CONDITIONS

EXHIBIT F
DIGITAL COPY OF APPLICABLE VESTING LAWS
(4/22/24 Development Code On-file at Coalville City Hall)