

When Recorded Return To:  
Dentons Durham Jones Pinegar  
Brent Bateman  
3301 N Thanksgiving Way, Suite 400  
Lehi, Utah 84043

**MASTER DEVELOPMENT AGREEMENT FOR  
COPPER COVE**

This *Master Development Agreement for Copper Cove* (“**Development Agreement**” or “**Agreement**”) is entered into on this 24<sup>th</sup> day of October, 2024 (“**Effective Date**”) between City of Erda, a municipal corporation of the state of Utah (“**City**”), and Copper Cove Development, LLC, a Utah limited liability company (“**Developer**”). Together, the City and Developer are the “**Parties**” to this Agreement, and individually each is a “**Party**” hereto.

**Recitals**

A. Developer owns or controls certain parcels of property located in City (the “**Property**”) attached hereto as exhibit “A” totaling approximately 200 acres, and having the following parcel ID numbers:

- a. 19-097-0-004A
- b. 19-097-0-004B
- c. 19-097-0-004C
- d. 01-421-0-0012

B. Developer has previously received approvals from Tooele County, prior to the incorporation of City, to develop the Property under the development names of Erda Estates and Tealby Village. The County approved a combined total approval of 402 residential units, plus some commercial areas, pursuant to former Chapter 9 of the Tooele County Ordinances. Such development approvals and benefits that accrue to the City pursuant to any development agreements between the Developer and Tooele County as amended between the Developer and the City (collectively “**Prior Development Agreement**”) remain active;

C. Developer desires to develop the Property in Erda City under the name Copper Cove, consisting of 374 units and commercial areas.

D. The Parties agree that former Chapter 9 of the Tooele County Ordinances does not provide clear processes for optimal development of the Property, and accordingly, wish to enter into this Agreement to provide clarity and certainty in development of the Property, and to vest issues such

as land uses, zoning, density, streetscape, amenities, utility infrastructure, and other development objectives prior to development of the Property (“**Project**”).

E. The Parties agree that the Project as illustrated on the site plan (the “**Site Plan**”) attached hereto as Exhibit “**B**” will result in a better-planned development, which will result in a better mix of residential and commercial uses on the Property by distributing vested residential density, school, and commercial uses into better locations.

F. Developer hereby represents to the City that it is voluntarily entering into this Agreement.

G. The City, acting pursuant to its authority under the Utah Municipal Land Use, Development, and Management Act, Utah Code Section 10-9a-101, *et seq.*, and specifically Utah Code Section 10-9a-532(2)(iii), its ordinances, resolutions, and regulations, and in furtherance of its land-use policies, has made certain determinations with respect to the proposed development, and, in the exercise of its legislative discretion, has elected to approve this Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants and promises of the Parties contained herein, and for other valuable consideration received, the Parties agree as follows:

1. Recitals. The Parties agree that the recitals stated above, and exhibits are incorporated into and form a part of this Agreement.
2. Site Plan. Developer will develop the Property substantially in accordance with the attached Site Plan.
3. Zoning. As of the Effective Date, the zoning designation on the Property is Copper Cove DA, as shown in the Zoning Map attached hereto as exhibit “**C**.” As of the Effective Date, no further zoning change or legislative action will be needed to develop the property in accordance with the Site Plan.
4. Previous Approvals. Upon full execution of this Agreement by both parties, the previous development approvals received by Developer from Tooele County shall be replaced in full by the terms hereunder. The parties intend that, if the parties do not enter into this Agreement, Developer shall continue the development in accordance with the previous vesting and under County ordinances.
5. Vested Rights.
  - 5.1. Vesting. The Parties specifically intend and agree that this Agreement grants to the Developer “vested rights” pursuant to Utah Code § 10-9a-509 and as that term is construed in Utah’s common law. Accordingly, upon full execution by Developer and the City of this Agreement and recording this Agreement in the Office of the Tooele

County Recorder, this Agreement shall vest the Developer with the right to develop the Project in accordance with this Agreement, the ordinances, policies, and standards but not procedures of the City in effect as of the date of this Agreement. The City acknowledges and approves development of the Project in several phases as described in the phasing plan (“**Phasing Plan**”) attached hereto as exhibit “D.” The vesting of Developer’s rights to develop the Project in accordance with this Agreement, the ordinances, policies, and standards but not procedures of the City in effect as of the date of this Agreement are subject to the following exceptions:

- (a) City/Developer Agreement. City’s future laws that Developer agrees in writing to the application thereof to the Project;
- (b) State and Federal Compliance. City’s 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;
- (c) Codes. City’s 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;
- (d) 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; or,
- (e) 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).
- (f) Compelling, Countervailing Interest. Laws, rules, or regulations that the City’s land use authority finds on the record, are necessary to avoid jeopardizing a compelling, countervailing public interest pursuant to Utah Code Ann. § 10-9a-509(1)(a)(i).
- (g) Future Impact Fees. Impact Fees or modifications thereto which are lawfully adopted, imposed, and collected, provided any Impact Fee imposed upon Developer or any sub-developers will not exceed the uniformly assessed individual impact fee applied toward all developments within the service area where the Property is located.

5.2. Conflicts. In the event of conflict with the terms of this Agreement, State Code, and the City ordinances, the order of precedence shall be (i) shall be State Code, (ii) this

Agreement, and (iii) City Ordinances.

- 5.3. Changes to Project. No material modifications to the Site Plan shall be made after approval by City without City Council's written approval of such modification. For purposes of this Agreement, a material modification shall mean any modification except (i) the location of on-site infrastructure, including utility lines and stub outs to adjacent developments, (ii) minor technical edits or inconsistencies necessary to clarify or modify documents consistent with their intended purpose (including, without limitation, the Development Standards) and waivers of the Development Standards, (iii) amendments to the phasing plan, or (iv) any modification agreed to be non-material by Developer or City Staff.
- 5.4. Site Plan/Phasing Plan Approval. Approval of this Agreement shall include approval of the attached Site Plan and Phasing Plan. Development will generally occur as set forth in the Site Plan and Phasing Plan.
- 5.5. School Parcel. Parcel #19-097-0-004A shall be set aside for the use of a school.
- 5.6. Phasing. The Development Property may be developed in Phases.
- 5.6.1. The Development will be phased as shown by the intended sequence of construction of improvements and development of plats within the Project ("**Phasing Plan**") attached hereto as Exhibit "D."
- 5.6.2. Planning for each phase will include planning for public infrastructure and improvements to be installed with each phase, in accordance with the Phasing Plan, and as may be required as phased development proceeds.
- 5.7. Project Density. Developer shall be vested in and entitled to develop on the Property, through final buildout as set forth in the Site Plan.
- 5.8. Transfer of Units Developer may sell or transfer one or more portions of the Property to one or more sub-developers ("**Successor Developer**"), selected by Developer. Developer may do so without modification of this Agreement. The terms of such sale shall expressly include the transfer of the rights and obligations to develop the Successor Developer's portion of the Project in accordance with this Agreement. Upon such sale Successor Developer will inure to all rights and obligations under this Agreement with respect to the portion of the Property sold to the Successor Developer will retain all rights and obligations hereunder with respect to unsold or un-transformed portions of the Property.

3.5.1. Unit Transfer. Any Property sold by Developer to a Successor Developer shall include the transfer of a specified portion of development units ("**Development Units**") and, for any non-residential use, shall specify the amount and type of any such other use sold with the

Property. At the recordation of a Final Plat or other document of conveyance for any Property sold to a Successor Developer, Successor Developer shall provide the City a report showing the ownership of the Property sold, the portion of the Development Units and/or other type of use transferred with the Property, the amount of the Development Units remaining with the Developer. If any portion of the Development Units transferred to a Successor Developer are unused by the Successor Developer, the unused portion of the transferred Development Units shall automatically expire.

6. Application Approval Procedures.

6.1. Processing Under City's Code. Approval processes for development applications shall be as provided in this Agreement and the then current City Code.

6.2. City's Cooperation in Processing Development Applications. The City and Developer shall cooperate reasonably in promptly and fairly processing development applications.

6.3. City Denial of a Development Application. If the City denies a development application, the City shall specify in writing in reasonable detail the reasons the City believes that the development application is not consistent with this Agreement and/or the City's code.

6.4. City Denials of Development Applications Based on Denials from Noncity Agencies. If the City's denial of a development application is based on the denial of the development application by a non-City agency, the Developer may appeal any such denial through the appropriate authority and procedures for such a decision.

7. System Infrastructure. The Town shall not require the Developer to "upsized" any public improvements (i.e., to construct the improvements to a size larger than required to service the Project) unless financial arrangements reasonably acceptable to the Developer are made to compensate the Developer for the costs of such upsizing.

8. Security for Improvements.

8.1. Security for Public Improvements. The completion of all improvements shall be subject to collateral requirements established by the City using forms for surety approved by the City, in compliance with State law. Any such security shall be, at the Developer's request, partially released pro rata as work proceeds, to a maximum of ninety percent (90%). Upon Substantial Completion of the On-Site or Off-Site Infrastructure, as certified by the Developer's engineers and accepted by the city, the remainder of such security, except ten percent (10%) as security for a one (1) year warranty against defects in materials and workmanship, shall be released. At the end of the one (1) year warranty, unless the Developer has been notified by the City of any repairs required under the warranty, the remaining security shall be released to the

Developer upon the City's determination that there are no further warranty repairs required. Unless otherwise required in a subsequent development Agreement, no security shall be required for any improvements that are not designated to be dedicated to the City, nor for any improvements that are constructed by a public or quasi-public entity.

- 8.2. Separate Security for Public Landscaping. Security for the completion landscaping requirements shall be provided only as required by State law.
9. Cable TV/Fiber Optic Service. Upon application to the City and approval of a franchise Agreement for such facilities, the Developer may install or cause to be installed underground all conduits and cable service/fiber optic lines within the Project at no expense to the City. The Developer may contract with any cable TV/fiber optic provider of its own choice and grant an exclusive access and/or easement to such provider to furnish cable TV/fiber optic services for those dwelling units or other uses on the Project, so long as the property is private and not dedicated to the public. Notwithstanding anything herein to the contrary, the City shall maintain the ability to charge and collect all taxes and/or fees with respect to such cable service and fiber optic lines as allowed under State Law.
10. Additional Easements. The Developer shall secure any necessary utility and similar easements or similar property rights (including without limitation easements for water, sewer, power, gas, telephone, etc.) from neighboring property owners in connection with the planning and development of the Property.
11. Future Property. If the Developer acquires any additional property, then such future property may be added to this Agreement if the City determines in its sole and absolute discretion that the addition of such future property is appropriate in light of its proximity to the Project, compatibility and the appropriateness of such a development pattern.
12. Impact Fees. Notwithstanding anything herein to the contrary, the City may adopt impact fees pursuant to Utah Code Section 11-36a-101 et seq. or as allowed under State Law.
13. Default.
  - 13.1. Notice. If the Developer or a Successor Developer or the City fails to perform their respective obligations hereunder or to comply with the terms hereof, the party believing that a Default has occurred shall provide Notice to the other party. If the City believes that the Default has been committed by a Successor Developer, then the City shall also provide a courtesy copy of the Notice to the Developer ("**Default**").
    - 13.1.1. Contents of the Notice of Default. The notice of default shall:
      - 13.1.1.1. Specify the claimed event of Default;

13.1.1.2. Identify with particularity the provisions of any applicable law, rule, regulation or provision of this Agreement that is claimed to be in Default;

13.1.1.3. Identify why the Default is claimed to be material; and

13.1.1.4. If the City chooses, in its discretion, propose a method and time for curing the Default which shall be of no less than sixty (60) days duration.

13.1.2. Remedies. IF THE PARTIES ARE NOT ABLE TO RESOLVE THE DEFAULT THROUGH GOOD FAITH NEGOTIATIONS OR THROUGH MEDIATION (WHICH BOTH PARTIES AGREE TO SUBMIT TO UPON THE REQUEST OF THE OTHER PARTY), THEN THE SOLE REMEDY AVAILABLE TO A PARTY HEREUNDER SHALL BE THAT OF SPECIFIC PERFORMANCE AND DEVELOPER, SUCCESSOR DEVELOPER AND THE DEFAULTING PARTY SHALL NOT BE ENTITLED TO ANY CLAIM FOR ANY MONETARY DAMAGES INCLUDING BUT NOT LIMITED TO ANY INDIRECT, PUNITIVE, SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES WHATSOEVER, INCLUDING LOSS OF GOODWILL OR LOSS OF PROFITS AS A RESULT OF ANY BREACH OF THIS AGREEMENT OR FOR ANY OTHER REASON. PROVIDED, HOWEVER, THE CITY MAY DRAW ON ANY SECURITY POSTED OR PROVIDED IN CONNECTION WITH THE PROJECT AND RELATING TO REMEDYING OF THE PARTICULAR DEFAULT AND WITHHOLD ALL FURTHER REVIEWS, APPROVALS, LICENSES, BUILDING PERMITS AND/OR OTHER PERMITS FOR DEVELOPMENT OF THE PROJECT IN THE CASE OF A DEFAULT BY THE DEVELOPER, OR IN THE CASE OF A DEFAULT BY A SUCCESSOR DEVELOPER, DEVELOPMENT OF THOSE PARCELS OWNED BY THE SUCCESSOR DEVELOPER UNTIL THE DEFAULT HAS BEEN CURED.

13.2. Extended Cure Period. If any Default cannot be reasonably cured within sixty (60) days, then such cure period shall be extended so long as the defaulting party is pursuing a cure with reasonable diligence.

14. Miscellaneous Conditions. The Parties hereby mutually agree to the following conditions mandated by the Erda City Council pursuant to Ordinance No. 23-12 adopted on November 30, 2023:

14.1 Trails and Parks. Development of the Property shall include trails and parks, specifically, a trail system that runs around the entire residential area. The trail shall be of solid surface construction.

14.2 2-Acre Retention Park. Developer shall include a two (2) acre public park in the middle of the Property that may be used as storm water retention.

- 14.3 3-Acre Retention Park. Developer shall include an additional three (3) acre public park on the west end of the Property that may be used as a stormwater retention basin.
- 14.4 Timeline for Completion of Parks. The 2-acre center/middle park contemplated in Section 14.2 above shall be completed no later than the completion of 187 Development Units. The 3-acre west park contemplated in Section 14.3 above shall be completed no later than the completion of an additional 180 Development Units.
- 14.5 Residential Unit Cap. Total allowed residential units within the Property shall be capped at 374 units, with no mixed use in the commercial portion of the Property.
- 14.6 Non-Permitted Uses in Commercial Area. There will be no residential units (including apartments) within the commercial areas of the Property. There will also be no short-term rentals within the commercial areas of the Property except for a hotel or motel.
- 14.7 Sewer and Water. The entire Property shall be serviced by a public sewer and water system.
- 14.8 Parks and Trail. The parks and trails will be open to the public and be owned and maintained by the HOA or similar entity and will be transferred to Erda City without consideration at the time the City creates a mechanism to maintain the parks and trails and requests the ownership transfer.
15. Miscellaneous.
- 15.1. Authority. The Parties to this Agreement each warrant that they have all of the necessary authority to execute this Agreement.
- 15.2. Controlling Laws. Development of the Property will proceed in accordance with this Agreement, the laws of the State of Utah and the Codes and Ordinances of Erda City in effect as of the date an application is made, unless otherwise specified herein.
- 15.3. Term of Agreement. The term of this Agreement shall be until the tenth anniversary of the Effective Date. If as of that date the Developer has not been declared to be in default, or if any such declared default is not being cured as provided therein, then this Agreement shall be automatically extended until the fifteenth anniversary of the Effective Date.

- 15.4. Amendment. Any future amendments to this Agreement shall be in writing and signed by the Developer (or a duly appointed agent of the Developer) and a duly authorized representative of the City.
- 15.5. Assignability. Except as provide below neither this Agreement nor any of the provisions, terms or conditions hereof can be assigned to any other party, individual or entity without the consent of the other party. This Agreement shall be binding upon any successors and assigns. This restriction on assignment is not intended to prohibit or impede the sale by Developer and shall not be unreasonably withheld. Developer's transfer of all or any part of the Property to any entity controlled by Developer, Developer's entry into a joint venture for the development of the Project, or Developer's pledging of part or all of the Project as security for financing shall not be deemed to be an "assignment" subject to the above-referenced approval. Developer shall give the City notice of any event specified in this sub-section within ten (10) days before the event occurs. Such notice shall include providing the City with all necessary contact information.
- 15.6. Binding Effect. This Agreement shall be deemed to run with the Property and shall be binding upon and inure to the benefit of the heirs and assigns of the parties hereto, and to any entities resulting from the reorganization, consolidation, or merger of any party hereto.
- 15.7. Notices. Any notices, requests and demands required or permitted to be given by any provision of this Agreement shall be in writing and shall be deemed to have been sufficiently given or served for all purposes if delivered personally to the party to whom the same is directed or three (3) days after being sent by United States mail, certified or registered mail, postage prepaid, addressed to such party's address set forth next to such party's signature below. Any party may change its address or notice by giving written notice to the other party in accordance with the provisions of this Section.
- 15.8. Headings. The headings contained in this Agreement are intended for convenience only and are in no way to be used to construe or limit the text herein.
- 15.9. Integration. This Agreement constitutes the entire understanding and Agreement between the parties, and supersedes any previous Agreement, representation, or understanding between the parties relating to the subject matter hereof.
- 15.10. Severability. If any part or provision of this Agreement shall be adjudged unconstitutional, invalid or unenforceable by a court or competent jurisdiction, then such a judgment shall not affect any other part or provision of this Agreement except that part or provision so adjudged to be unconstitutional, invalid or unenforceable. If any condition, covenant, or other provision of this Agreement shall be deemed invalid

due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

- 15.11. Waiver. Any waiver by any party hereto of any breach of any kind or character whatsoever by the other party, whether such waiver be direct or implied, shall not be construed as a continuing waiver of or consent to any subsequent breach of this Agreement on the part of the other part.
- 15.12. Governing Law. This Agreement shall be interpreted, construed and enforced according to the laws of the State of Utah.
- 15.13. Further Documentation. This Agreement is entered into by both parties with the recognition and anticipation that subsequent Agreements implementing and carrying out the provisions of this Agreement may be necessary. The parties agree to negotiate in good faith with respect to all such future Agreements.
- 15.14. Estoppel Certificate. If no default has occurred in the provisions of this Agreement and upon twenty (20) days prior written request by the Developer or a Successor Developer, the City will execute an estoppel certificate to any third party, certifying that the Developer or a Successor Developer, as the case may be, at that time is not in default of the terms of this Agreement.
- 15.15. No Joint Venture. This Agreement does not create a joint venture relationship, partnership or agency relationship between the City and the Developer.
- 15.16. Mutual Drafting. Each party has participated in negotiating and drafting this Agreement and therefore no provision of this Agreement shall be construed for or against either party based on which party drafted any particular portion of this Agreement.
- 15.17. Authority. The parties to this Agreement each warrant that they have all of the necessary authority to execute this Agreement. Specifically, on behalf of the City, the signature of the Mayor of the City is affixed to this Agreement lawfully binding the City pursuant to and is further certified as to being lawful and binding on the City by the signature of the City Attorney.
- 15.18. Clearly Established State Law. The Developer acknowledges and agrees that this Agreement does not restrict the Developer's rights under clearly established state rights as contemplated in Utah Coe Section 10-9a-532(c).
- 15.19. Conflicts. In the event of conflicts and/or inconsistencies within or among this Agreement, Prior Agreements, and applicable statute, rules, regulations, or standards, Developer shall (1) provide the better quantity or greater quality or (2)

comply with more stringent requirements, reduced density, or standards, either or both, in accordance with City's reasonable interpretation.

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

IN WITNESS WHEREOF, the undersigned has caused this First Amendment to be signed, sealed and delivered as of the day first written above.

ERDA CITY  
A Utah Municipality

By: Sheldon Birch  
Sheldon Birch, Erda City Chairman

ATTEST

By: Jennifer Poole  
Name: Jennifer Poole  
City Recorder

APPROVED AS TO FORM

By: [Signature]  
John Brems, Erda City Attorney

STATE OF UTAH            )  
  :s  
COUNTY OF TOOELE    )

On this 24<sup>th</sup> day of October, 2024, Sheldon Birch personally appeared before me who being by me duly sworn, did say that he is the Erda City Chairman and that Erda City is a political subdivision of Utah and that said instrument was signed in behalf of Erda City by authority of its governing body and said Sheldon Birch acknowledged to me that Erda City executed the same.



Jennifer Poole  
NOTARY PUBLIC  
Residing at: Tooele, UT

MASTER DEVELOPER  
Copper Cove Development, LLC

By:   
Derald Anderson, Manager

STATE OF UTAH            )  
                                      ):S  
COUNTY OF TOOELE    )

On this 24<sup>th</sup> day of October, 2024, Derald Anderson personally appeared before me who being by me duly sworn, did say that he is the manager of Copper Cove Development, LLC and that said instrument was signed in behalf of Copper Cove Development, LLC by authority of its governing body and said Derald Anderson acknowledged to me that Copper Cove Development, LLC executed the same.



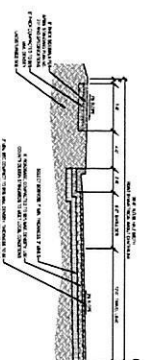
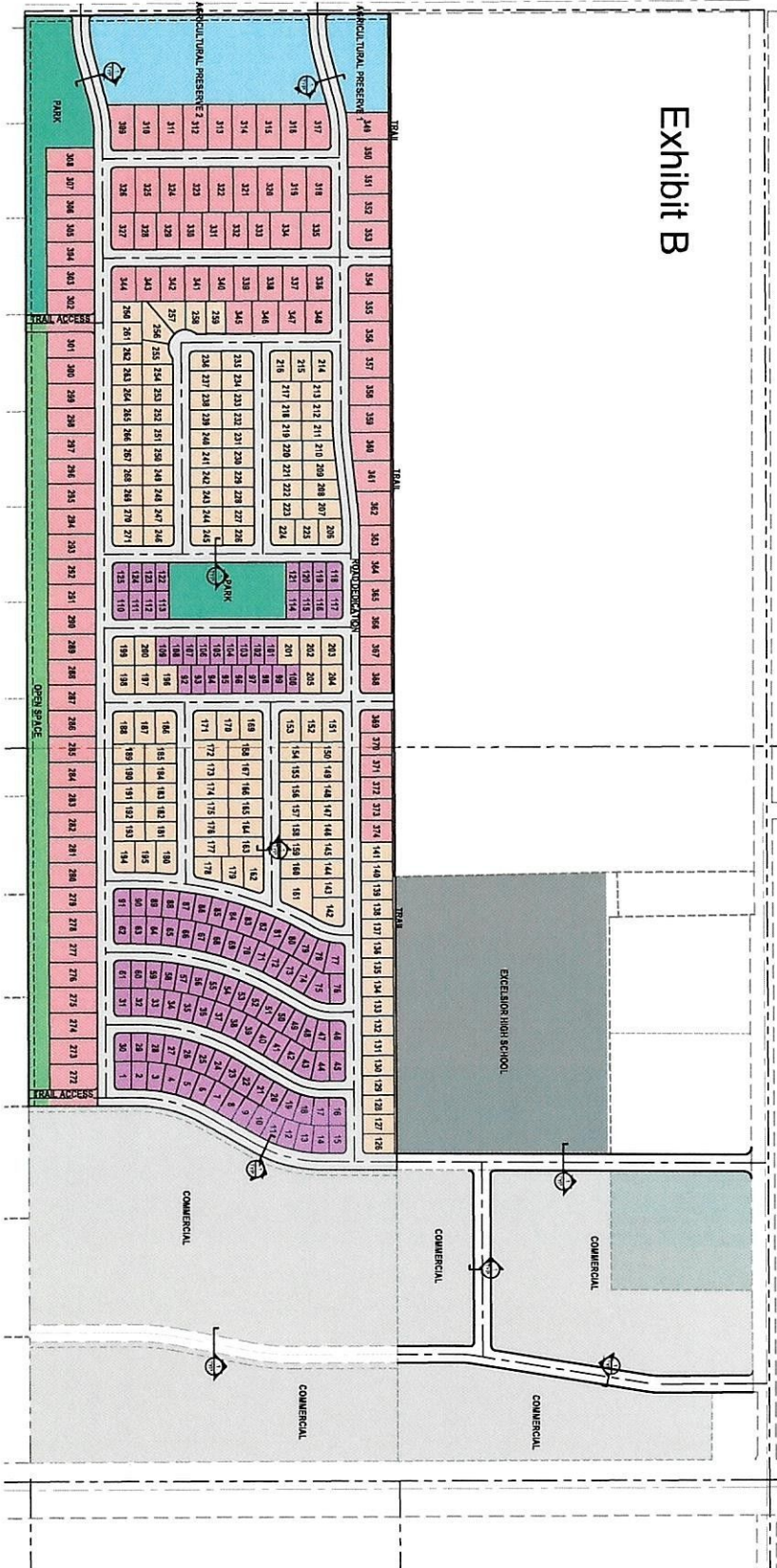
  
NOTARY PUBLIC

Residing at: Tooele, UT

# Exhibit A

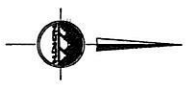
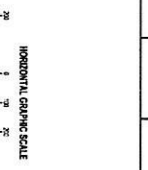


# Exhibit B



DESCRIPTION	AREA (SQUARE FEET)	AREA (SQUARE METERS)	PERCENTAGE IMPROVED
OPEN SPACE	20,217 sq. ft.	1,878 sq. m.	3.1%
TOTALS	23,884 sq. ft.	2,200 sq. m.	6.2%
ROADS	1,200 sq. ft.	111 sq. m.	0.2%
UTILITIES	1,000 sq. ft.	93 sq. m.	0.2%
LANDSCAPE	20,000 sq. ft.	1,858 sq. m.	3.3%
TOTAL IMPROVED	25,417 sq. ft.	2,362 sq. m.	4.0%
TOTAL SITE	5,830,000 sq. ft.	538,000 sq. m.	100.0%

DESCRIPTION	AREA (SQUARE FEET)	AREA (SQUARE METERS)	PERCENTAGE IMPROVED
COMMERCIAL	1,200 sq. ft.	111 sq. m.	0.2%
TOTALS	1,200 sq. ft.	111 sq. m.	0.2%
ROADS	1,000 sq. ft.	93 sq. m.	0.2%
UTILITIES	200 sq. ft.	19 sq. m.	0.0%
TOTAL IMPROVED	2,200 sq. ft.	204 sq. m.	0.4%
TOTAL SITE	5,830,000 sq. ft.	538,000 sq. m.	100.0%



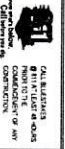
## COPPER COVE SUBDIVISION

COCHRANE LANE  
 ERDA, UTAH

**ENSGN**  
 THE ENGINEERS IN SCIENCE, INC.  
 8111 S. STATE ST. SUITE 101  
 TONKON, UT 84051  
 PHONE: 435.833.3500  
 WWW.ENSGN.COM

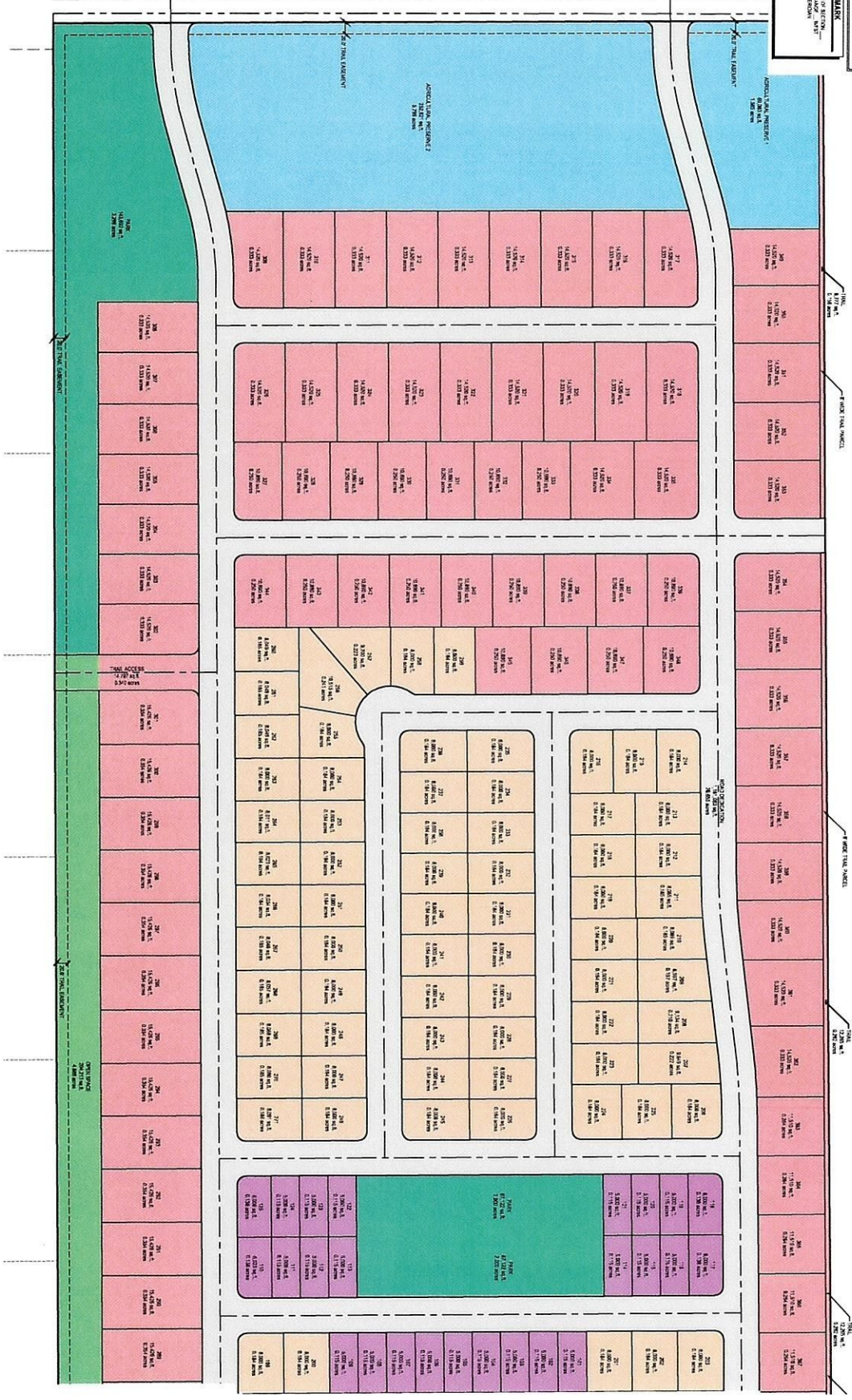
**ENSGN**  
 8111 S. STATE ST. SUITE 101  
 TONKON, UT 84051  
 PHONE: 435.833.3500  
 WWW.ENSGN.COM

**ENSGN**  
 8111 S. STATE ST. SUITE 101  
 TONKON, UT 84051  
 PHONE: 435.833.3500  
 WWW.ENSGN.COM



**CONTRACTOR:** COMPANY OF RECORD, 1111 N. 1000 W., SALT LAKE CITY, UT 84119  
**DATE:** 11/15/2017

**COCHRANE LANE**



SEE DRAWING 1 of 4

SEE DRAWING 3 of 4

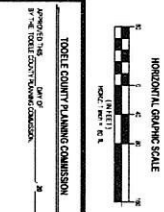
**COPPER COVE SUBDIVISION**

**COCHRANE LANE  
ERDA, UTAH**



**TOOLE ENGINEERING**  
 1111 N. 1000 W.  
 SUITE 100  
 SALT LAKE CITY, UT 84119  
 PHONE: 435.863.1390  
 FAX: 435.863.1392  
 WWW.ENSGN.COM

**WMM ENGINEERING CO.**  
 1111 N. 1000 W.  
 SUITE 100  
 SALT LAKE CITY, UT 84119  
 PHONE: 435.863.2983  
 FAX: 435.863.2984  
 WWW.WMMENGINEERING.COM



**TOOLE COUNTY PLANNING COMMISSION**  
 APPROVED TO THE COUNTY PLANNING COMMISSION  
 DATE: 11/15/2017  
 BY: [Signature]



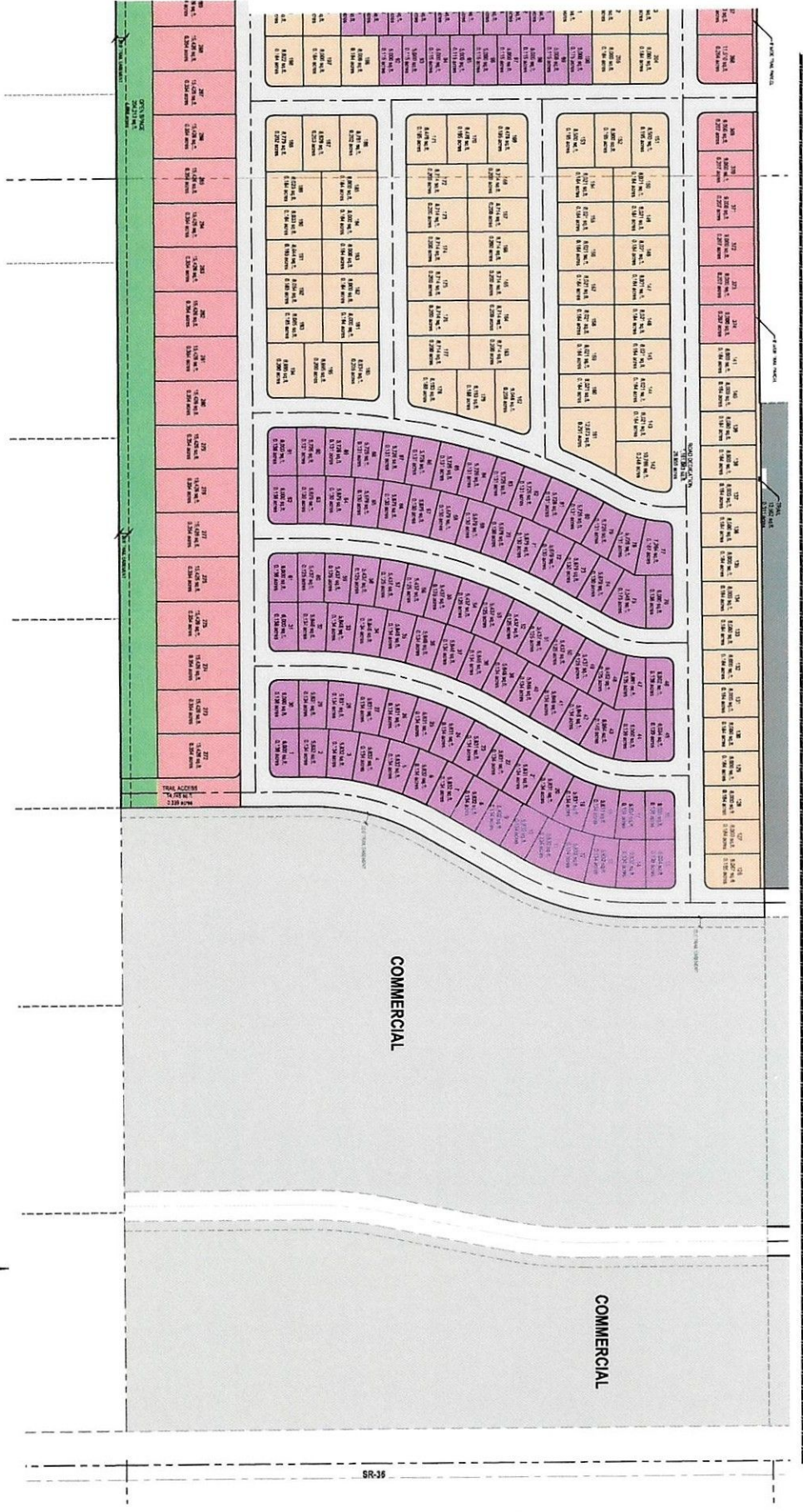
**BENCHMARK**  
 CONCEPT PLAN, MAP, AND MAP  
 FOR THE SUBDIVISION OF LAND  
 INTO LOTS AND BLOCKS  
 FOR THE PURPOSES OF  
 CONVEYANCE

SEE DRAWING 2 of 4

SEE DRAWING 4 of 4

SEE DRAWING 4 of 4

SEE DRAWING 2 of 4



**TOOLE COUNTY PLANNING COMMISSION**  
 APPROVED FOR THE  
 PLANNING COMMISSION

TOOLE COUNTY PLANNING COMMISSION  
 100 N. Main St. Unit 1  
 Toole, UT 84202  
 Phone: 435.843.1300  
 FAX: 435.843.1300

DATE: 01/25/2025  
 DRAWN BY: J. CLIFT  
 CHECKED BY: R. PETERSON

3 of 4

**COPPER COVE SUBDIVISION**

COCHRANE LANE  
 ERDA, UTAH

**ENSIGN**  
 THE STANDARD OF EXCELLENCE IN  
 SURVEYING

TOOLE  
 100 N. Main St. Unit 1  
 Toole, UT 84202  
 Phone: 435.843.1300  
 FAX: 435.843.1300

SANDY  
 Phone: 801.235.0229

LAYTON  
 Phone: 801.547.1100

CDAR CITY  
 Phone: 435.863.1533

RICHFIELD  
 Phone: 435.862.3993

WWW.ENSIGNING.COM

AND  
 DONALD JOHNSON  
 ERDA, UTAH  
 PHONE: 801.235.0229

CALL ILLUSTRATES  
@ 811 AT LEAST 48 HOURS  
PRIOR TO THE  
COMMENCEMENT OF ANY  
CONSTRUCTION.  
Keep your shovel  
Call before you dig.

**BENCHMARK**  
CORNER OF SECTION  
TOWNSHIP - SOUTH RANGE - WEST  
SALT LAKE BASE AND MERCURY  
ELEV. + \_\_\_\_\_



**TOOLE**  
183 N. Main St. Unit 1  
Toole, UT 84074  
Phone: 435.843.3590

**SANDY**  
Phone: 801.255.0529

**LAYTON**  
Phone: 801.547.1100

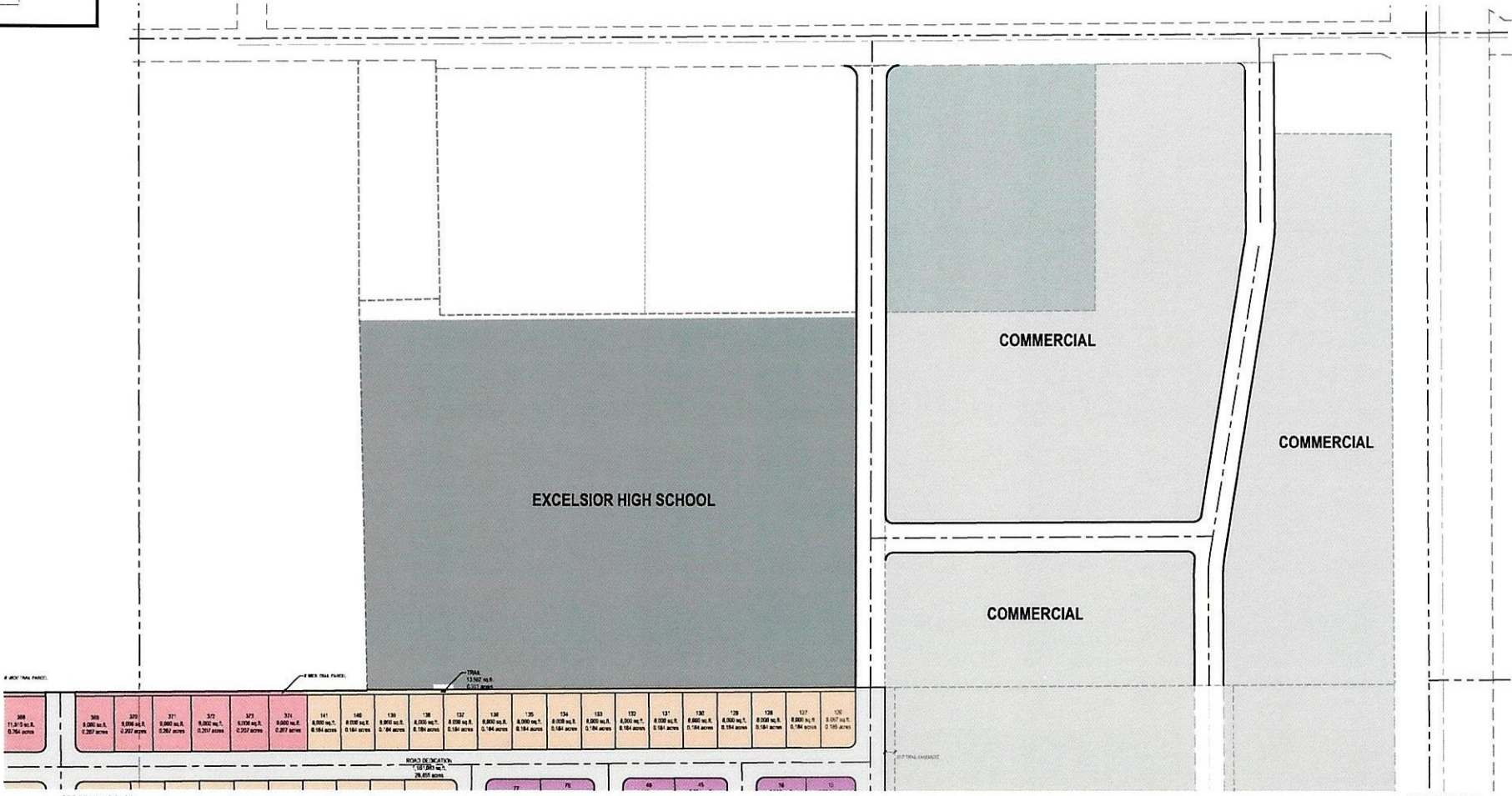
**CEDAR CITY**  
Phone: 435.865.1453

**RICHFIELD**  
Phone: 435.890.2983

WWW.ENSIGNENG.COM

FOR:  
SARAC ANDERSON  
3384 CAMPBELL ROAD  
1 WCA UTM

CONTACT:  
SARAC ANDERSON  
PHONE: 801.853.2174



COPPER COVE SUBDIVISION

COCHRANE LANE  
ERDA, UTAH

300 11.315 ac. S. 0.264 acres	308 8,000 sq. ft. 0.207 acres	309 8,000 sq. ft. 0.207 acres	311 8,000 sq. ft. 0.207 acres	312 8,000 sq. ft. 0.207 acres	313 8,000 sq. ft. 0.207 acres	314 8,000 sq. ft. 0.207 acres	315 8,000 sq. ft. 0.207 acres	316 8,000 sq. ft. 0.207 acres	317 8,000 sq. ft. 0.207 acres	318 8,000 sq. ft. 0.207 acres	319 8,000 sq. ft. 0.207 acres	320 8,000 sq. ft. 0.207 acres	321 8,000 sq. ft. 0.207 acres	322 8,000 sq. ft. 0.207 acres	323 8,000 sq. ft. 0.207 acres	324 8,000 sq. ft. 0.207 acres	325 8,000 sq. ft. 0.207 acres	326 8,000 sq. ft. 0.207 acres	327 8,000 sq. ft. 0.207 acres	328 8,000 sq. ft. 0.207 acres	329 8,000 sq. ft. 0.207 acres	330 8,000 sq. ft. 0.207 acres	331 8,000 sq. ft. 0.207 acres	332 8,000 sq. ft. 0.207 acres	333 8,000 sq. ft. 0.207 acres	334 8,000 sq. ft. 0.207 acres	335 8,000 sq. ft. 0.207 acres	336 8,000 sq. ft. 0.207 acres	337 8,000 sq. ft. 0.207 acres	338 8,000 sq. ft. 0.207 acres	339 8,000 sq. ft. 0.207 acres	340 8,000 sq. ft. 0.207 acres	341 8,000 sq. ft. 0.207 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acres	442 8,000 sq. ft. 0.207 acres	443 8,000 sq. ft. 0.207 acres	444 8,000 sq. ft. 0.207 acres	445 8,000 sq. ft. 0.207 acres	446 8,000 sq. ft. 0.207 acres	447 8,000 sq. ft. 0.207 acres	448 8,000 sq. ft. 0.207 acres	449 8,000 sq. ft. 0.207 acres	450 8,000 sq. ft. 0.207 acres	451 8,000 sq. ft. 0.207 acres	452 8,000 sq. ft. 0.207 acres	453 8,000 sq. ft. 0.207 acres	454 8,000 sq. ft. 0.207 acres	455 8,000 sq. ft. 0.207 acres	456 8,000 sq. ft. 0.207 acres	457 8,000 sq. ft. 0.207 acres	458 8,000 sq. ft. 0.207 acres	459 8,000 sq. ft. 0.207 acres	460 8,000 sq. ft. 0.207 acres	461 8,000 sq. ft. 0.207 acres	462 8,000 sq. ft. 0.207 acres	463 8,000 sq. ft. 0.207 acres	464 8,000 sq. ft. 0.207 acres	465 8,000 sq. ft. 0.207 acres	466 8,000 sq. ft. 0.207 acres	467 8,000 sq. ft. 0.207 acres	468 8,000 sq. ft. 0.207 acres	469 8,000 sq. ft. 0.207 acres	470 8,000 sq. ft. 0.207 acres	471 8,000 sq. ft. 0.207 acres	472 8,000 sq. ft. 0.207 acres	473 8,000 sq. ft. 0.207 acres	474 8,000 sq. ft. 0.207 acres	475 8,000 sq. ft. 0.207 acres	476 8,000 sq. ft. 0.207 acres	477 8,000 sq. ft. 0.207 acres	478 8,000 sq. ft. 0.207 acres	479 8,000 sq. ft. 0.207 acres	480 8,000 sq. ft. 0.207 acres	481 8,000 sq. ft. 0.207 acres	482 8,000 sq. ft. 0.207 acres	483 8,000 sq. ft. 0.207 acres	484 8,000 sq. ft. 0.207 acres	485 8,000 sq. ft. 0.207 acres	486 8,000 sq. ft. 0.207 acres	487 8,000 sq. ft. 0.207 acres	488 8,000 sq. ft. 0.207 acres	489 8,000 sq. ft. 0.207 acres	490 8,000 sq. ft. 0.207 acres	491 8,000 sq. ft. 0.207 acres	492 8,000 sq. ft. 0.207 acres	493 8,000 sq. ft. 0.207 acres	494 8,000 sq. ft. 0.207 acres	495 8,000 sq. ft. 0.207 acres	496 8,000 sq. ft. 0.207 acres	497 8,000 sq. ft. 0.207 acres	498 8,000 sq. ft. 0.207 acres	499 8,000 sq. ft. 0.207 acres	500 8,000 sq. ft. 0.207 acres
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SEE DRAWING 3 of 4

SEE DRAWING 3 of 4

HORIZONTAL GRAPHIC SCALE  
1" = 111.1'  
HORIZ. 1" = 111.1'

TOOLE COUNTY PLANNING COMMISSION  
APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2024  
BY: \_\_\_\_\_

PROJECT NUMBER: T-1788  
PROJECT LEADER: J.C. EGG

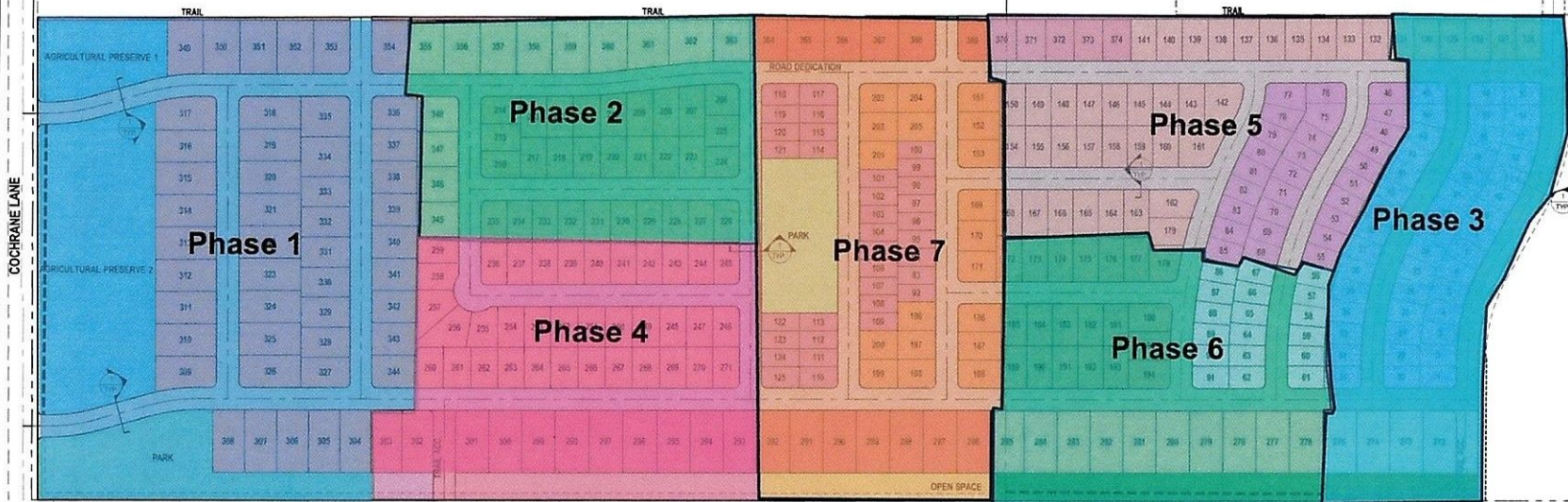
DATE: 2024-02-08  
DRAWN BY: R. FISH

OWNER: TOOLE COUNTY PLANNING COMMISSION

CONCEPT



# Exhibit D



COCHRANE LANE



**TOOELE**  
189 N. Main St., Unit 1  
Tooele, UT 84074  
Phone: 435.843.3590

**SANDY**  
Phone: 801.255.6529

**LAYTON**  
Phone: 801.547.1100

**CEDAR CITY**  
Phone: 435.855.1453

**RICHFIELD**  
Phone: 435.856.2983

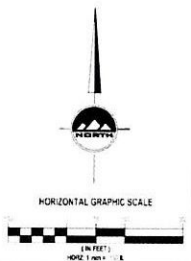
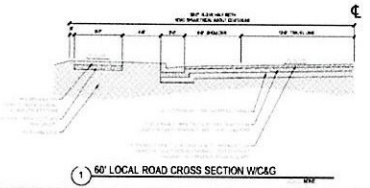
[WWW.ENSIGNENG.COM](http://WWW.ENSIGNENG.COM)

FOR: [Redacted]  
[Redacted]  
[Redacted]

CONTRACT: [Redacted]  
DATE: [Redacted]

COPPER COVE SUBDIVISION  
COCHRANE LANE  
ERAD, UTAH

DESCRIPTION	AREA PROPOSED (sq. ft.)	AREA PROPOSED (acres)	PERCENTAGE PROPOSED
(776) 6,888 SQ. FT. (DOWN-SLOPE) LOTS (1'-02")	772,143 sq. ft.	17.77 acres	13.2%
(145) 6,888 SQ. FT. (UP-SLOPE) LOTS (1'-02")	1,002,077 sq. ft.	22.96 acres	22.2%
(125) 8,800 - 14,000 SQ. FT. (2'-10" TO 3'-04")	1,206,366 sq. ft.	27.71 acres	26.4%
(2) AGRICULTURAL PRESERVE PARCELS	371,864 sq. ft.	8.50 acres	8.2%
OPEN SPACE	354,273 sq. ft.	8.08 acres	7.8%
TRAILS	32,874 sq. ft.	0.75 acres	0.7%
PARKS	228,771 sq. ft.	5.23 acres	5.1%
ROAD DEDICATION	1,191,082 sq. ft.	27.33 acres	26.5%
STUB HOMES	26,543 sq. ft.	0.61 acres	0.6%
TOTAL SITE	4,963,089 sq. ft.	113.97 acres	100.0%



TOOELE COUNTY PLANNING COMMISSION  
APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_  
BY THE \_\_\_\_\_

# Exhibit E

## Dimensional Standards

Building	Building Heights	Setback: Front to Garage	Setback: Front to House	Setback: Rear Yard to House	Setback: Side Yard to House	Maximum Building Coverage
5 Acres Lots	35	50	50	50	20	25%
1 Acre Lots	35	30	30	30	20	25%
21,000 SF Lots	35	30	30	30	8	35%
12,000 SF Lots	35	20	20	20	8	45%
8,000 SF Lots	35	20	20	20	5	Per setbacks
4,000 SF Lots	35	15	15	15	5	Per setbacks

1. Corner lots, two front yard and two side yards are required.
2. Accessory structure setback 3 feet, provided they meet all fire and building codes and do not encroach on any easement.