



Staff Report

Coalville City
Community Development Director

To: Coalville City Council and Mayor
From: Don Sargent, Community Development Director
Date of Meeting: August 24, 2026
Re: Robinson (NS) Hill Annexation Petition
Action: Continued Review, Discussion, and Possible Approval

Robinson (NS) Hill Annexation Petition

REQUEST

Continue the review and discussion of the annexation petition and updated draft annexation agreement for potential approval.

BACKGROUND

Jonathan Shaw, representing Pamela Robinson, filed this annexation petition with the City in May 2024 for Parcel NS-424-A, totaling 37.56 acres. *Attachment A* shows the annexation area outlined in blue on an aerial location map. As shown in *Attachment B*, the petition area lies within the City's annexation declaration boundary and is adjacent to the existing city limits.

The property is currently zoned Eastern Summit County Ag/Grazing-5 Zone, allowing one unit per five acres. The City's General Plan Future Land Use Map identifies the property for Residential Agricultural (RA) zoning, also allowing one unit per five acres. *Attachment C* provides the City Future Land Use Map for reference.

City Council Review

- On August 12, 2024, the City Council reviewed the annexation petition and tabled action on accepting it until after an open forum could be held to receive public input on the City's annexation declaration boundary and policies.
- On September 4, 2024, the City Council held an open public forum to present the City's annexation declaration mapping, water and sewer availability, and other general information for public comment and input.
- On September 9, 2024, the City Council summarized the input received at the public forum, continued review and discussion of the annexation petition, and voted to accept the petition for the required 30-day protest period.

- On October 15, 2024, the City Council reviewed the protests received and requested additional information from the petitioner before continuing review, discussion, and consideration of the annexation petition.
- On March 24, 2025, the City Council continued review of the petition and decided to schedule a public hearing on the proposed annexation. The Council also requested that the applicant prepare an overview of an annexation agreement for evaluation at the hearing.
- On April 14, 2025 the City Council conducted a public hearing on the annexation and requested the petitioners provide additional information prior to considering approval of the annexation petition.
- On May 27, 2025, the City Council reviewed the petitioner's information packet and requested additional details on the proposed water rights, shares, or sources that would serve the development.
- On July 28, 2025, the City Council reviewed the petitioner's proposal for providing water rights, shares, and possible alternatives to serve the development. The Council tabled further review and consideration until the petitioner verifies the required water shares or rights and provides a preliminary water delivery plan for culinary and secondary water. As discussed at the meeting, an updated community benefit package would also help the Council evaluate the overall development benefit of the annexation.
- On January 27, 2026, the City Council continued review and discussion of the petition, including the updated project overview, concept subdivision, open space, trails, roadways, and utility plans shown in Attachment D. The Council directed staff to work with the petitioner to prepare a draft annexation agreement addressing the items discussed to date for consideration at a future meeting.
- On March 23, 2026, the City Council continued review and discussion of the petition, with particular focus on the draft annexation agreement. The Council directed staff to work with the petitioners on several agreement revisions.

ANALYSIS

The petitioner has provided the following information in response to City Council requests, input, and comments to date:

1. *Transfer of irrigation and culinary water shares to the city.*
2. *Proposed public benefit package in exchange for paying the fee-in-lieu for culinary water shares the petitioner has been unable to obtain:*

- a. *Construction of a new public roadway connecting Beacon Hill Drive to Sagewood Way through the Wilde property, improving circulation and emergency access (Attachment D).*
- b. *Dedication of approximately 3 acres of land to Coalville City for future water storage facilities or other public uses as determined by the City.*
- c. *Installation of a 400,000-gallon secondary water tank to serve the project and the city.*
- d. *Trails & Open Space: Development of walking and hiking trails to enhance public access and recreation (Attachment D).*
- e. *Increased Tax Base: Estimated \$60,000–\$75,000 annually in new property tax revenue to Coalville.*
- f. *Compatible Homesites: Creation of residential homesites consistent with Coalville’s long-term planning and growth objectives, while recognizing hillside and ridgeline sensitive lands on the property.*
- g. *Natural Space Preservation: Preservation of the NS area and donation of that land to Coalville City.*
- h. *A property Concept Plan and Slope Analysis (Attachment E).*

Attachment F includes an updated draft annexation agreement for City Council review and consideration. The petitioner’s updates are shown in *Purple*.

Annexation Petition Review Summary

As the next step in the annexation process, the City Council may approve the annexation, subject to execution of the annexation agreement; provide input and direction; request additional information; or deny the annexation petition.

If the City Council approves the annexation, the annexation survey and articles of incorporation will be submitted to the Utah Lieutenant Governor’s Office for review.

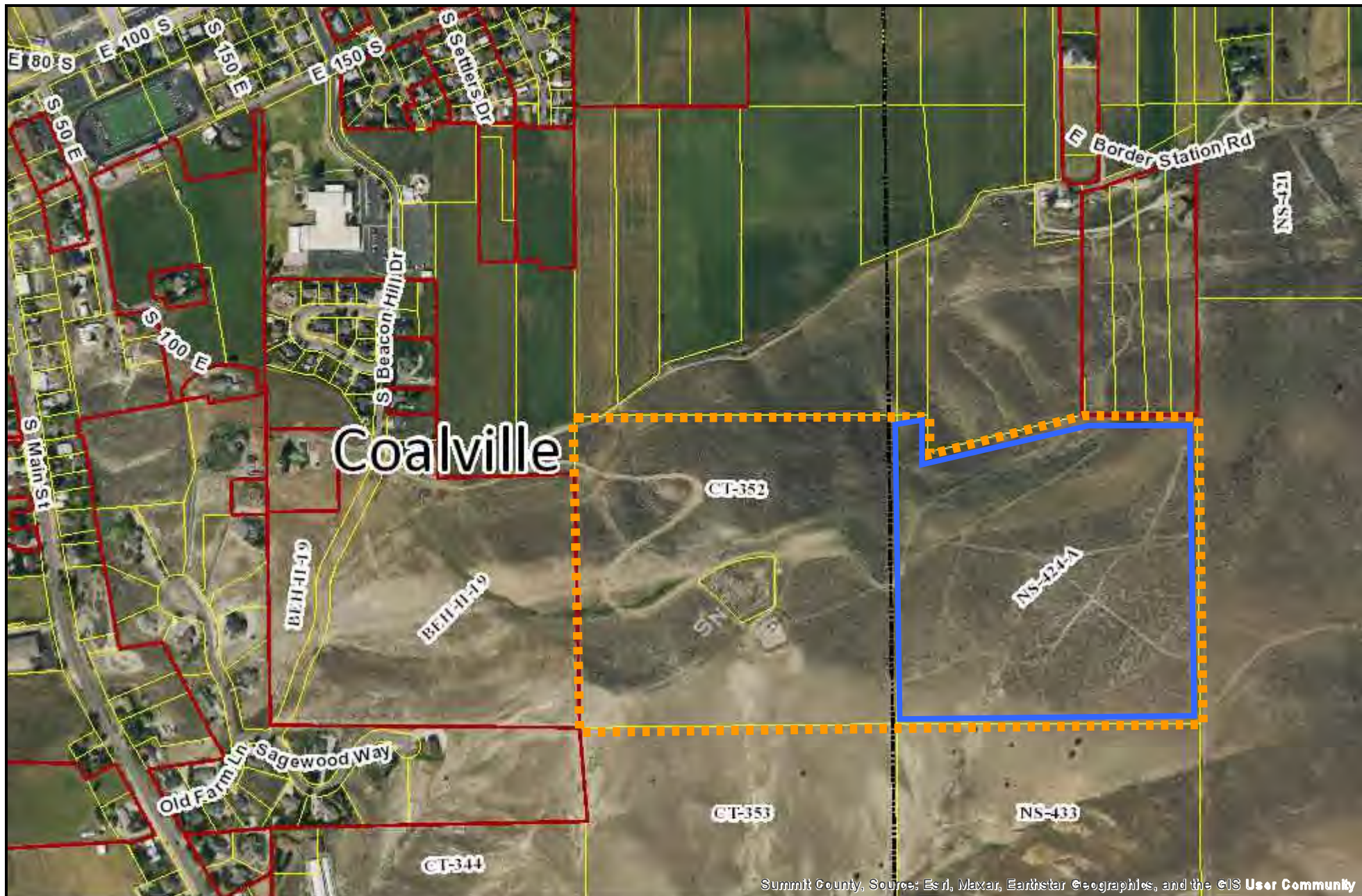
After acceptance by the Utah Lieutenant Governor’s Office, the petitioner may submit a development application for initial Planning Commission review.

RECOMMENDATION

Staff recommends that the City Council continue review and discussion of the annexation petition; consider the updated annexation agreement for possible approval of the annexation; request additional information; provide direction to the petitioner or staff; or deny the petition.

ATTACHMENTS

- A.** Aerial Map
- B.** City Annexation Declaration Map
- C.** City Future Land Use Map
- D.** Roadway, Trails, and Utility Plan
- E.** Concept Plan and Slope Analysis
- F.** Updated Draft Annexation Agreement

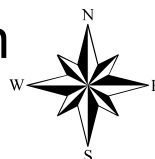


NS Hill Annexation

Summit County Parcel Viewer Application

Printed on: 6/25/2024

Imagery courtesy of Google



1 in = 752 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.

Annexation Declaration Boundary

Coalville City, UT

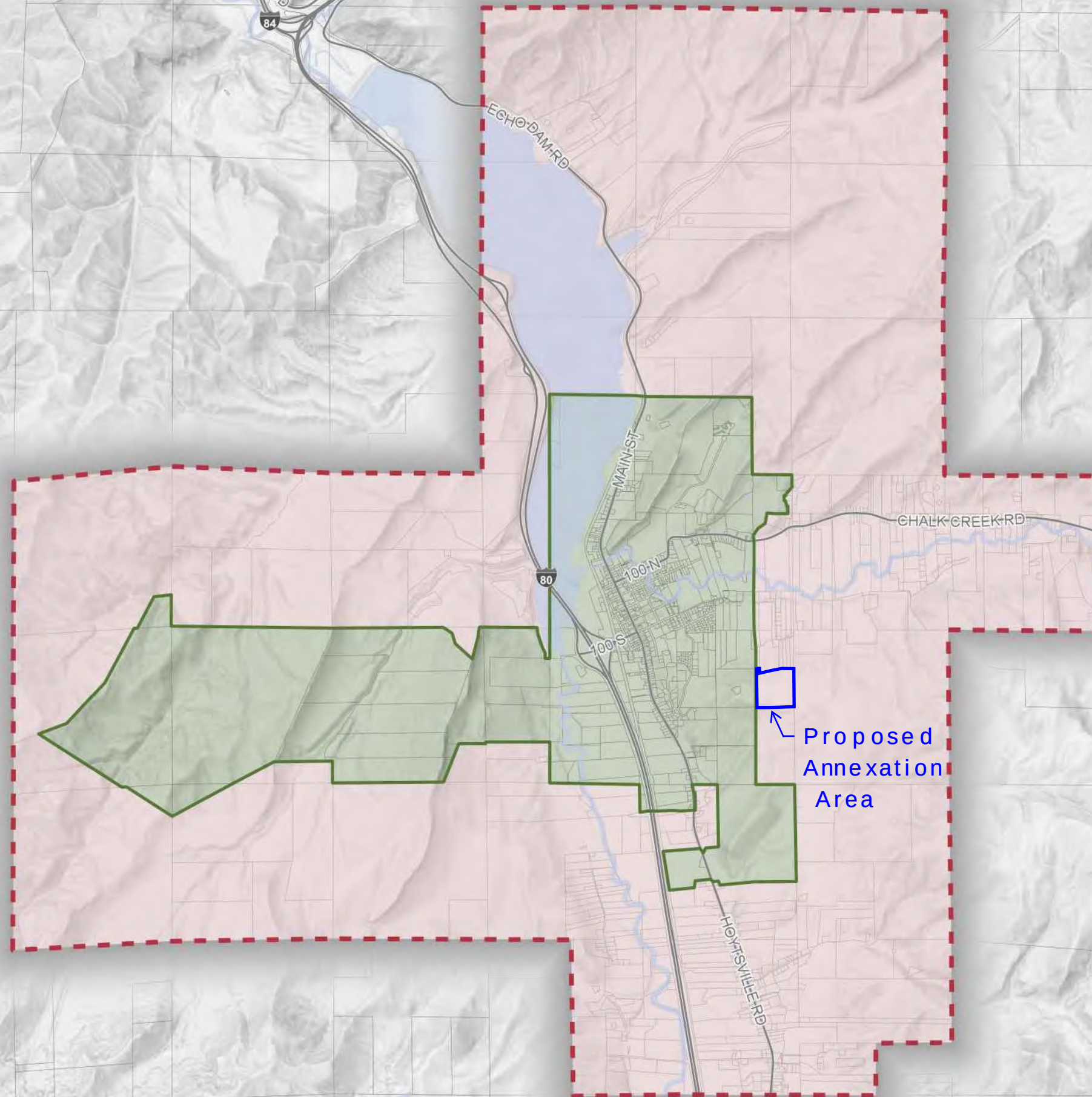
January 2019

-  Annexation Declaration Boundary
-  Coalville City

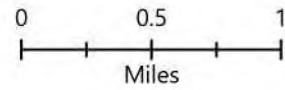
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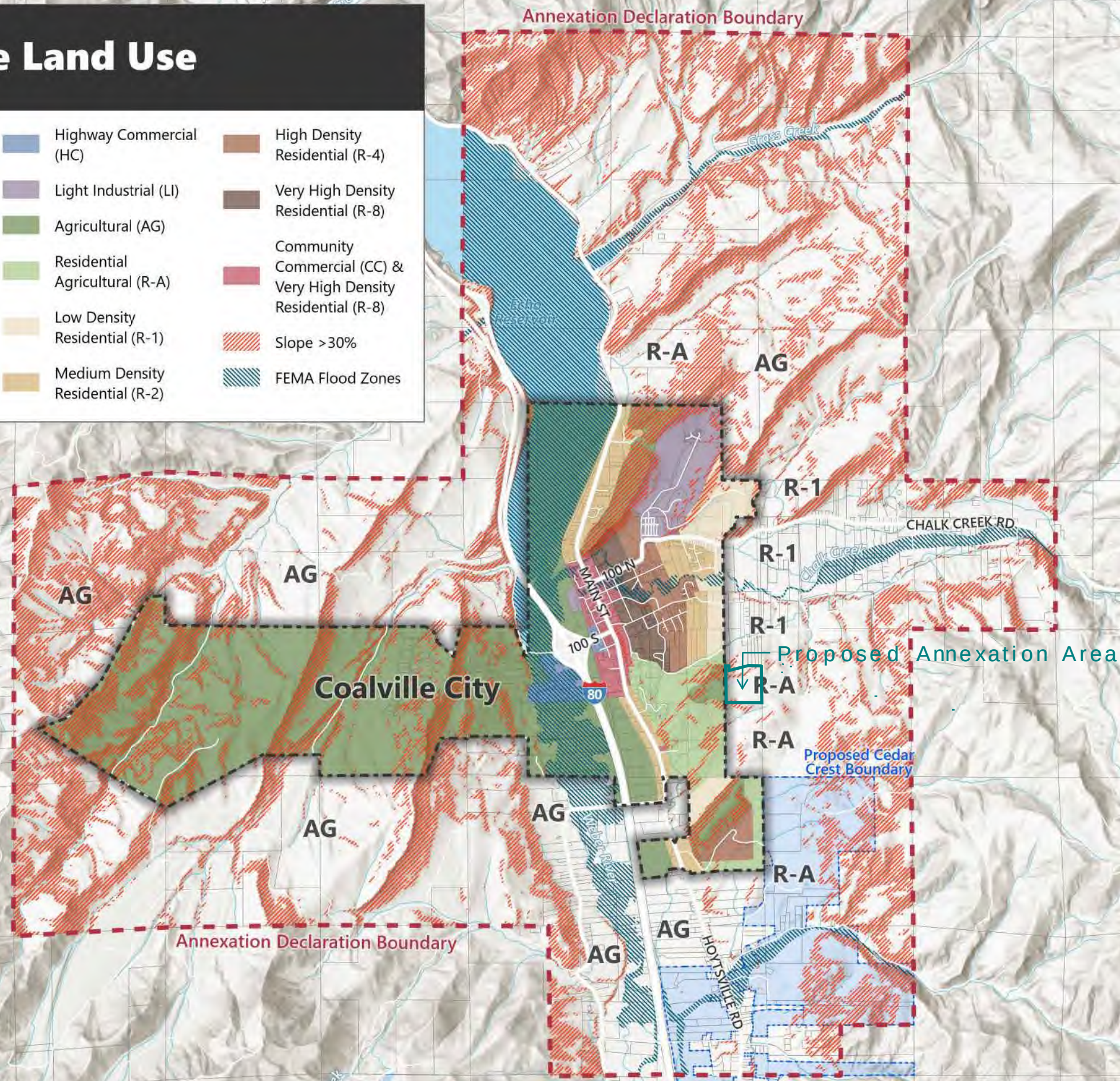
ATTACHMENT B



Future Land Use



- | | |
|----------------------------------|---|
| Highway Commercial (HC) | High Density Residential (R-4) |
| Light Industrial (LI) | Very High Density Residential (R-8) |
| Agricultural (AG) | Community Commercial (CC) & Very High Density Residential (R-8) |
| Residential Agricultural (R-A) | Slope >30% |
| Low Density Residential (R-1) | FEMA Flood Zones |
| Medium Density Residential (R-2) | |



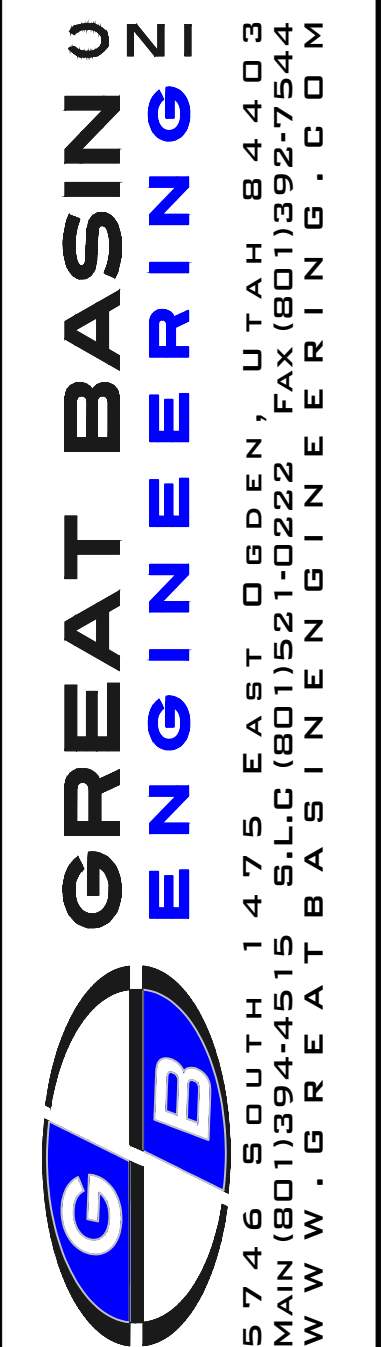
CREATED OCTOBER 2023



**GATEWAY
MAPPING
INC.**
a J-U-B Company



R-1 Zoning Area



SHEET NO.

23N316

Coalville=Blue

Cory/Jon=Purple 7-21-26

ANNEXATION AGREEMENT

Coalville City, Utah
ROBINSON HILL

THIS ANNEXATION AGREEMENT (“AGREEMENT”)
IS MADE AND ENTERED INTO THIS _____ DAY OF
_____, 20____, BY AND BETWEEN COALVILLE CITY,
UTAH, A MUNICIPAL CORPORATION OF THE STATE
OF UTAH, AND **JONATHAN SHAW AND CORY
BERDINNER (REPRESENTING PAMELA ROBINSON)**
 (“OWNER” OR “OWNERS”).

RECITALS

A. Owners have filed an annexation petition pursuant to Utah Code Title 10, Chapter 2, Part 4, seeking annexation of approximately 38.72 acres located in Summit County, Utah (the “Annexed Area”), **Parcel NS-424-A**, legally described on the **Annexation Plat** in Exhibit A.

B. Coalville City (“the City”) has accepted the petition for further consideration in accordance with Utah Code.

C. Owners desire annexation of the Annexed Area into the City and acknowledge that the City is willing to annex the property only upon the conditions set forth herein.

D. The parties desire to enter into this Agreement to define responsibilities relating to annexation, utilities, infrastructure, zoning, and development.

E. Approval of this Agreement does not grant subdivision approval, site plan approval, building permits, or vested land use rights.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

SECTION 1 – DEFINITIONS

1.1. **Annexed Area** means the real property described in Exhibit A.

1.2. **Coalville City Standards** means all applicable City ordinances, development standards, construction standards, policies, and regulations in effect at the time of application.

1.3. **Project Area** means the portion of the Annexed Area owned or controlled by Owner.

SECTION 2 – GENERAL RIGHTS AND RESPONSIBILITIES

2.1 Owner's General Obligations:

Owners agree:

- To comply with all City ordinances and standards in effect at the time of development application.
- To pay all impact fees, connection fees, and other applicable fees required by ordinance.
- That this Agreement does not waive compliance with subdivision or land use approval processes.
- That no vested rights are created by this Agreement unless expressly stated.

2.2 Coalville City's Reserved Legislative Authority:

Nothing in this Agreement shall:

- Limit the City's police power.
- Prevent future amendments to zoning, land use regulations, or standards.
- Guarantee specific development approvals.

SECTION 3 – ZONING

3.1. **Initial Zoning Designation:** Upon annexation, the property, [Parcel NS-424-A](#) is anticipated to be zoned [Residential Agriculture \(R-A\)](#) and [Low Density Residential \(R-1\)](#) as shown on the attached [Zoning Plat, Exhibit B](#).

3.2. Zoning is a legislative act and shall be adopted separately by ordinance following required public hearings.

3.3. Subsequent zone changes must comply with City procedures and state law.

SECTION 4 – MUNICIPAL UTILITIES

4.1. Owner Obligations:

Owners shall:

- Design, construct, and dedicate all required public improvements.
- Install applicable water, sewer, storm drain, power, telecommunications, and other utilities required to serve development.
- Dedicate required easements at no cost to the City.
- Comply with City Construction Standards.

- Oversize infrastructure if required by the City Engineer (subject to reimbursement provisions below).
- Install a 400,000-gallon water tank to serve the development and connect with the City water system. This tank may be upsized if the City determines that a larger size is needed. If the City determines that a larger tank is required to meet City-wide needs, the Owner shall be responsible only for the cost equivalent to purchasing and installing a 400,000-gallon tank. The City shall pay the additional cost associated with upsizing the tank to meet the City's needs.

4.2 Water Rights Dedication (if applicable):

If required by City ordinance:

- Owners shall dedicate/transfer sufficient culinary water shares or pay fee in lieu of prior to final plat recording.
- Owners shall dedicate/transfer irrigation water rights to the City prior to final plat recording.
- Transfers shall comply with applicable state law and City procedures.
- Owners warrant good and marketable title to all water rights transferred.

4.3. Reimbursement/Oversizing:

If the City requires infrastructure oversized beyond minimum standards necessary to serve the Project Area:

- Owners may be eligible for reimbursement through impact fee credits or separate reimbursement agreements.
- Reimbursement shall comply with Utah Impact Fee Act and City ordinance.
- A separate reimbursement agreement may be required once actual costs are known.

SECTION 5 – TRANSPORTATION & RIGHT-OF-WAY

5.1. Owners shall dedicate necessary public right-of-way as required by the City Master Transportation Plan and/or condition of approval for annexation .

5.2. Required roadway improvements shall be constructed to City standards.

5.3. The City shall accept dedication upon inspection and approval.

SECTION 6 – CONDITIONS PRECEDENT AND SUBSEQUENT

6.1. Improvements required prior to recording the annexation plat shall constitute the following conditions precedent to annexation:

6.1.1. Submittal and approval of an updated final annexation plat.

6.1.2. Submittal and approval of preliminary Water Service Agreement for payment in-lieu of fee for providing water shares for culinary water service. Payment in-lieu-of fee amount shall

be \$25,000, to be adjusted to the actual cost of replacement shares, per Equivalent Residential Connection (ERC).

6.1.3. The Developer has sufficient secondary water to serve up to thirty (30) lots and currently owns ten (10) culinary water shares. The City agrees that the Developer may satisfy the culinary water requirement for up to an additional twenty (20) lots through payment of the applicable fee-in-lieu. The final number of lots shall be determined through the City's zoning, land-use, subdivision, and development approval processes.

6.1.4. Execution by all parties of this annexation agreement.

6.2. Improvements required after annexation shall constitute the following conditions subsequent and may be enforced by specific performance:

6.2.1. Submittal and approval of all required preliminary subdivision drawings, impact studies, project development agreement, and other information required by city code and ordinances.

6.2.2. Submittal and approval of 30 irrigation water shares 1-acre share each for secondary water.

6.2.3 Submittal and approval of 10 water shares 1-acre foot each for culinary water.

6.2.4. Submittal and approval of preliminary construction drawings for connection road between South Beacon Hill Drive and Sagewood Way.

6.2.5. Submittal and approval of land dedication exhibit for 3-acres of land to Coalville City.

6.2.6. Submittal and approval of preliminary trails and open space plan.

6.2.7. Execution by all parties of the final Water Service Agreement for culinary water service.

service. **SECTION 7 – COVENANTS RUNNING WITH THE LAND**

The provisions of this Agreement:

- Constitute covenants running with the land.
- Bind Owners and all successors and assigns.
- Apply only to the portion of property owned by each successor.

SECTION 8 – RECORDING

This Agreement, or a notice thereof, may be recorded with the Summit County Recorder and shall reference the legal description attached as Exhibit A.

SECTION 9 – DEFAULT

In the event of default:

- The non-defaulting party may pursue all remedies available at law or equity.
- The City may withhold approvals or services if obligations are unmet.

SECTION 10 – MISCELLANEOUS

10.1. Severability:

If any provision of this Agreement, or the application thereof to any person or circumstance, is held by a court of competent jurisdiction to be invalid, illegal, or

unenforceable, the remainder of this Agreement shall not be affected thereby and shall remain in full force and effect. The Parties intend that this Agreement be enforced to the fullest extent permitted by law.

10.2. Governing Law; Venue:

This Agreement shall be governed by and construed in accordance with the laws of the State of Utah. Venue for any action arising out of or related to this Agreement shall lie exclusively in the district court of the county in which the Annexed Area is located.

10.3. Indemnification:

The Owner expressly agrees to indemnify and hold the City, its employees, agents, and assigns harmless from and against all claims, costs and liability of every kind and nature except those arising out of negligence on the part of the City, its employees, agents, and assigns, for injury or damage received or sustained by any person or entity in connection with, or on account of the performance of work related to the Improvements pursuant to this Agreement. The Owner further agrees to aid and defend the City.

10.4 Governmental Immunity:

Nothing contained in this Agreement constitutes a waiver of the City's sovereign immunity under any applicable state law, including the Governmental Immunity Act of Utah, Utah Code Title 63A, Chapter 7, as amended.

10.5 No Agency, Partnership, or Joint Venture:

Nothing contained in this Agreement shall be deemed or construed to create a partnership, joint venture, agency, or employment relationship between the City and the Owners. The Project Area is a private development, and the Owners shall be solely responsible for all development activities conducted thereon.

10.6. Notices:

Any notice, demand, request, consent, approval, or other communication required or permitted under this Agreement shall be in writing and shall be deemed given:

- (a) Upon personal delivery;
- (b) Three (3) business days after deposit in the United States mail, certified mail, return receipt requested; or
- (c) One (1) business day after deposit with a nationally recognized overnight delivery service;

Addressed as follows:

If to the City:

Coalville City
Attn: Mayor Rory Swensen
PO Box 188
Coalville, UT 84017

If to Owner:

Verlan E & Pamela J Robinson, Trustees

1064 W 2600 S

Syracuse, UT 84075

Either Party may change its address by written notice given in accordance with this section.

10.7 Assignment:

This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, successors, and assigns.

Owners may assign their rights and obligations under this Agreement only in connection with a transfer of an interest in the Project Area, and only if the assignee expressly assumes in writing all obligations applicable to the portion of property being transferred.

The City may assign its administrative rights under this Agreement to a successor governmental entity but may not assign its legislative authority.

No assignment shall relieve the assigning Owner of obligations accrued prior to the effective date of assignment.

SIGNATURES

CITY OF COALVILLE, UTAH:

Signed: _____

Mayor Rory Swensen

Attest: _____

Halle Moser, Recorder

OWNERS:

Signed: ____

Name/Entity

Signed: ____

Name/Entity

STATE OF UTAH)

: SS.

COUNTY OF _____)

On this _____ day of _____, 20 _____, before me, the undersigned notary public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he/she executed the same.

Notary Public

My Commission Expires:

Plat of Addition to the Corporate Limits of Coalville City Ordinance No.

A part of the Northeast Quarter of Section 16,
T2N, R5E, SLB&M, U.S. Survey
Summit County, Utah
June 2024

SUMMIT COUNTY SURVEYOR

I hereby certify that the Summit County Surveyor's Office has reviewed this plat and all conditions for approval by this office have been satisfied. The approval of this plat by the Summit County Surveyor does not relieve the Licensed Land Surveyor who executed this plat from the responsibilities and/or liabilities associated therewith.
Signed this _____ day of _____, 2024.

Summit County Surveyor
Record of Survey # _____

SURVEYOR'S CERTIFICATE

I, Andy Hubbard, do hereby certify that I am a Professional Land Surveyor in the State of Utah, and that I hold License No. 6242920 in accordance with Title 58, Chapter 22, of the Professional Engineers and Professional Land Surveyors Licensing Act. I also certify that I have completed a survey of the property described hereon in accordance with Section 17-23-17 and that I have verified all measurements shown hereon this Plat of Addition to the Corporate Limits of Coalville City, Summit County, Utah and that it has been correctly drawn to the designated scale and is a true and correct representation of the following description of lands included in said subdivision, based on data compiled from records in the Summit County Recorder's Office. Monuments have been found or placed as represented on this plat.

Signed this _____ day of _____, 2024.

6242920
License No.

Andy Hubbard

COALVILLE CITY APPROVALS

This is to certify that we, the City Council of Coalville City, Summit County, Utah have received a petition signed by a majority of the owners and the owners of at least on third in value of real property shown, requesting that said areas be annexed to the city of Coalville, Utah and that a copy of the ordinance or resolution has been prepared for filing herewith in accordance with the provisions of Utah Code Annotated Sec. 10-2-425 and that we have examined and do hereby approve and accept the annexation of the area as shown on this final local entity plat as a part of said city.

Witness my hand and official seal this _____ day of _____, 2024.

Approved: _____ Mayor
City Recorder

NARRATIVE:

This Annexation Plat was requested by Jonathan Shaw for the purpose of annexing these parcels into the corporate limits of Coalville City.

No property corners were monumented.

TENTATIVE FINAL

BOUNDARY DESCRIPTION

Parcel No. 1:
SE 1/4 NE 1/4 SEC 16 T2NR5E SLBM CONT 40.0 ACRES LESS 1.28 ACRES VWD-181 BAL 38.72 ACRES m130-646 401-231 690-490 1313-556.

Land Serial No. NS-424-A

Crittenden Robert Kent H/W (JT)
Parcel #: CT-347

Robinson Verlan E Trustee
Parcel# CT-352

1,726,796 sq.ft.
39.87 Acres

Coalville City
Parcel#
CT-352-A-X

59,927 sq.ft.
1.38 Acres

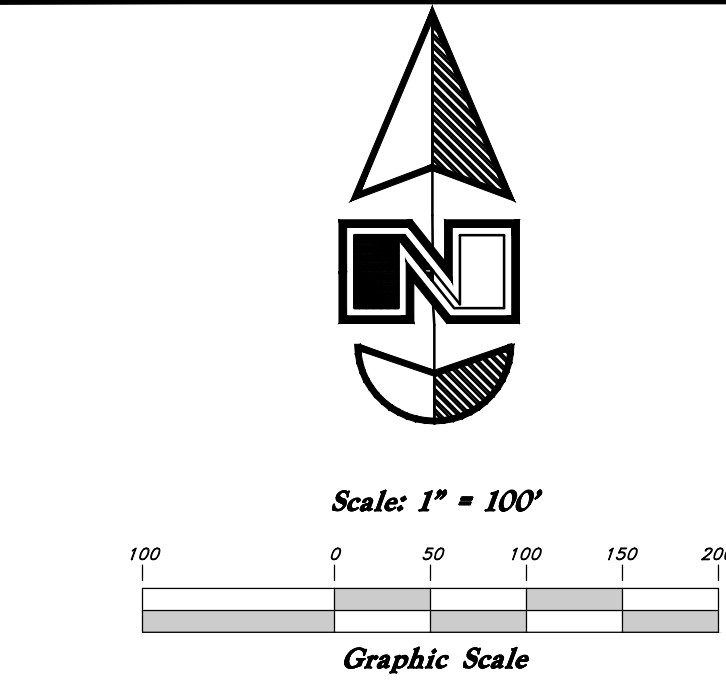
1
Parcel # NS-424-A

1,636,186 sq.ft.
37.56

Blonquist Earl L H/W (JT)
Parcel #: NS-422-A

Center of Section 16,
Township 2 North,
Range 5 East, Salt
Lake Base & Meridian,
U.S. Survey.

East Quarter of Section
16, Township 2 North,
Range 5 East, Salt
Lake Base & Meridian,
U.S. Survey.



LEGEND

(Calc.) Calculated
(Meas.) Measured

Found Section Corner

Calculated Section Corner

Proposed Boundary of
Corporate Limits of
Coalville City

Existing Boundary of
Corporate Limits of
Coalville City

Existing Parcel/Lot Line

Boundary Line

Section Line

Crittenden Sheldon
Trustee

Parcel #: CT-346

White Davis
Elliot Trustee

Parcel #: BEH-II-19

Keyes James Edward H/W (JT)
Parcel #: CT-353

Peterson Wilda Judd Trustee
Parcel #: NS-433

SUMMIT COUNTY RECORDER

ENTRY NO. _____ FEE PAID
_____ FILED FOR RECORD AND
RECORDED _____ AT
_____ IN BOOK _____ OF OFFICIAL
RECORDS, PAGE _____, RECORDED
FOR _____

SUMMIT COUNTY RECORDER

BY: _____
DEPUTY

SURVEYOR'S CERTIFICATE

I, Andy Hubbard, do hereby certify that I am a Professional Land Surveyor in the State of Utah, and that I hold License No. 6242920 in accordance with Title 58, Chapter 22, of the Professional Engineers and Professional Land Surveyors Licensing Act. I also certify that I have completed a survey of the property described hereon in accordance with Section 17-23-17 and that I have verified all measurements shown hereon this Plat of Addition to the Corporate Limits of Coalville City, Summit County, Utah and that it has been correctly drawn to the designated scale and is a true and correct representation of the following description of lands included in said subdivision, based on data compiled from records in the Summit County Recorder's Office. Monuments have been found or placed as represented on this plat.

Signed this _____ day of _____, 2025.

6242920
License No.

Andy Hubbard

COALVILLE CITY APPROVALS

This is to certify that we, the City Council of Coalville City, Summit County, Utah have received a petition signed by a majority of the owners and the owners of at least on third in value of real property shown, requesting that said areas be annexed to the city of Coalville, Utah and that a copy of the ordinance or resolution has been prepared for filing herewith in accordance with the provisions of Utah Code Annotated Sec. 10-2-425 and that we have examined and do hereby approve and accept the annexation of the area as shown on this final local entity plat as a part of said city.

Witness my hand and official seal this _____ day of _____, 2025.

Approved: _____

Mayor

City Recorder

Robinson
Darwin
(JT)
Robinson-1-AMRobinson
Darwin
(JT)
Robinson-2-AMRobinson
Darwin
(JT)
Robinson-3-AMRobinson
Lucas D
(JT)
H/WBlonquist Earl L H/W (JT)
Parcel #: NS-422-A

NOTES:

- Parcel # NS-424-A
Zone R-1 - 879,384 sq.ft. (20.187 Acres)
Zone R-A - 756,802 sq.ft. (17.373 Acres)

Property Zoning Plat

A part of the Northeast Quarter of Section 16,
T2N, R5E, SLB&M, U.S. Survey
Summit County, Utah
March 2026

SUMMIT COUNTY SURVEYOR

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

Signed this _____ day of _____, 2025.

Summit County Surveyor
Record of Survey # _____

BOUNDARY DESCRIPTION

Parcel No. 1:
SE 1/4 NE 1/4 SEC 16 T2NR5E SLBM CONT 40.0 ACRES LESS 1.28 ACRES VWD-181 BAL
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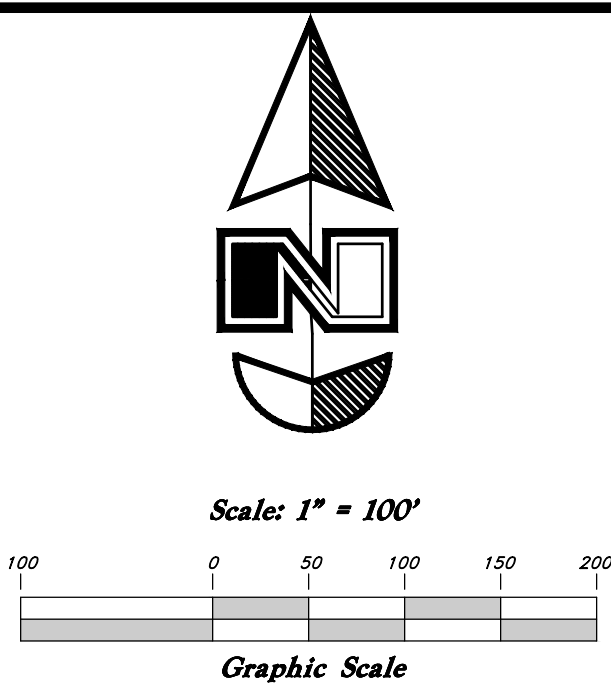
Land Serial No. NS-424-A

PROPOSED R-1 ZONE DESCRIPTION

A part of the Northeast Quarter of Section 16, Township 2 North, Range 5 East, Salt Lake Base and Meridian, Summit County, Utah.

Beginning at a point on the Sixteenth Section line located 1291.51 feet West along the Quarter Section line and 150.00 feet North along said Sixteenth Section line from the East Quarter Corner of said Section 16; and running thence North 406.73 feet along said Sixteenth Section line; thence North 20°18'07" East 321.67 feet; thence North 89°17'26" East 500.36 feet; thence North 57°38'27" East 614.65 feet; thence South 0°29'51" East 1043.63 feet; thence West 1140.20 feet to the point of beginning.

Contains: 879,384 sq. ft.
Or 20.187 acres



LEGEND

- (Calc.) Calculated
(Meas.) Measured
- Found Section Corner
Calculated Section Corner
- Proposed Boundary of Corporate Limits of Coalville City
Existing Boundary of Corporate Limits of Coalville City
- Existing Parcel/Lot Line
Boundary Line
Section Line
- Existing R-A Zone
Proposed R-1 Zone
Existing A-G Zone

