



# Staff Report

Coalville City  
Project Coordinator

To: Coalville City Council and Mayor  
From: Don Sargent, City Project Coordinator  
Date of Meeting: May 10, 2021  
Re: Wohali Proposed Phase I Final Subdivision Plat, Construction Drawings and Development Agreement  
Action: Work Session and Public Hearing

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## Wohali Phase I Final Plat and Development Agreement

### REQUEST

The purpose of the work session is to continue the review and discussion on the proposed Phase I Final Subdivision Plat and Draft Development Agreement for the Wohali Master Planned Development (MPD).

This item is also scheduled for a public hearing to receive comment and input from the public on the application.

In accordance with Section 8-2-070 of the Development Code, the role of the Staff, Planning Commission, and City Council in the review of this application is to ensure compliance and consistency of the application with the approved Wohali MPD, Phase I Preliminary Plat, and applicable standards of the development code. After considering the Planning Commission's recommendation, the City Council is to approve, approve with conditions, or deny the application.

### BACKGROUND

On December 14, 2020, the Coalville City Council approved the Wohali MPD and Phase I Preliminary Subdivision Plat for the project. Attachment A includes the Findings of Fact, Conclusions of Law and Conditions of Approval of the approval action. The approval of the MPD vested the development with respect to Use, Density and Configuration.

The project site is comprised of 1,664 acres and is proposed as a rural golf resort community. The development includes the following:

1. One hundred twenty-five (125) single-family residential lots under the existing Agriculture (AG) Zoning of the property.
2. Three hundred and three (303) nightly rental resort units.
3. Master planned development including density bonuses with deed restricted open space, residential lots, resort rental units, resort amenities, and recreational support facilities and uses.
4. One thousand one hundred seventy-two (1,172) acres of open space comprising 70.5% of the project site.

The applicant is applying for approval of a final subdivision plat and construction drawings associated with Phase I of the development. In addition, as required by the Conditions of Approval of the MPD, the applicant has submitted a proposed development agreement for the overall project for review and approval.

Attachment B includes the proposed final subdivision plat.

The construction drawings associated with the final plat can be accessed from the following Dropbox links:

Village View Drive

<https://www.dropbox.com/s/q519palqwqt0d8f/Wohali%20Phase%201A%20CDs%2003.25.2021.pdf?dl=0>

Wohali Way

<https://www.dropbox.com/s/8h61wlu3mdtyqt6/WOHALI%20WAY%20BINDER%2003.25.21.pdf?dl=0>

Attachment C includes the proposed and updated development agreement as reviewed and discussed by the City Council at their April 26, 2021 meeting. The associated mapping exhibits of the development agreement, including the overall development plans approved with the MPD, can be accessed from the following Dropbox link:

<https://www.dropbox.com/s/7xr9aiwmlgsz7lj/DA%20Exhibits%20120420.pdf?dl=0>

On March 15<sup>th</sup>, and April 19<sup>th</sup>, 2021, the Planning Commission reviewed and discussed the application in work session. The Planning Commission also conducted a public hearing on April 19<sup>th</sup> and unanimously recommended approval of the final plat, construction drawings and development agreement to the City Council. The recommendation included a condition that Staff continue to address any remaining items for compliance and consistency of the construction drawings prior to approval of the final plat by the City Council.

On April 26, 2021, the City Council reviewed and discussed the application in work session and directed Staff to make several revisions to the development agreement and schedule the application for a continued work session and a public hearing.

## **ANALYSIS**

As shown on the final subdivision plat drawings the applicant is proposing 26 lots and 1 parcel that will be used for maintenance facilities for the golf course. The final subdivision plat is a sub-phase of the phase one preliminary plat approved by the City. The preliminary plat included 102 lots. Although the final plat sub-phase only includes a portion of the approved preliminary plat, Staff requested, and the applicant agreed, to submit the development agreement for the overall MPD as required by Condition No. 2 of the MPD approval.

## **Final Plat**

At the request of Staff, the applicant added the following information to the final plat with the Planning Commission review:

1. An overlay of slopes greater than 30% illustrating the non-development portions of the lots.
2. An acceptable fire district turn-a-round at the end of the improved road through the subdivision.

3. Notes addressing or referencing provisions in the development agreement required with the final plat and other typical plat notes.
4. Corrections regarding the legal description of the plat.
5. All required signature blocks for plat recordation.
6. A Development Summary calculation table identifying project acreages including plated development and open space areas for tracking purposes.

Attachment D includes a roadway plan exhibit identifying the MPD approved two points of access for the development and associated Phase I Final Subdivision Plat. The two points of access shown on the roadway plan exhibit meet the required standard for the final plat sub-phase.

The lot and roadway layout of the final plat sub-phase is generally consistent with the approved preliminary plat. Minor refinements were made to the lot layout based on detailed site-specific information. Attachment E includes a cropped portion of the approved preliminary plat associated with the final plat sub-phase for comparison.

The developer is required to construct and or install the infrastructure (water, sewer, and roads) that will serve the subdivision prior to building permit issuance and/or occupancy per Condition No. 13, No. 16, and No. 24 of the MPD approval as specified in the development agreement.

Per Condition No. 22 of the MPD approval, the developer submitted the required storm drainage plan for the MPD. The city engineer has reviewed the plan and will continue to work with the applicant to ensure the plan complies with all applicable City, State and Federal standards for storm water run-off.

Staff has verified that the Right to Farm Analysis included on the Overall Preliminary Plan approved with the MPD addresses Condition No. 23 of the MPD approval.

Per Condition No. 17 of the MPD approval, the applicant is required to provide open space protection and/or dedication associated with the MPD. The area within the final plat subphase boundary does not include open space. However, the existing remaining property outside the platted area comprises 1,094.25 acres as depicted on the Development Summary Table. The mechanism for open space protection and/or dedication as the project is developed and plats with open space are submitted, will be addressed with the review and approval of those plats.

The construction drawings associated with the final plat have been reviewed by Staff in accordance with the Wohali approved Preliminary Plan, MPD and applicable City Engineering Standards and Specifications. Staff will continue to address any remaining items for compliance and consistency of the drawings as required prior to approval of the final plat by the City Council.

## **Development Agreement**

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

The attached updated draft of the development agreement includes several revisions the City Council directed Staff to make at their last meeting. The revisions address additional

clarifications regarding the culinary and secondary water standards for the project. The revisions are shown as redlined in Section 7.2 of the development agreement.

Section 13.3 of the development agreement requires the master developer to update the development fiscal impact component of the MPD with each project phase. Attachment F includes the updated fiscal impact statement associated with Phase 1.A.

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

Condition No. 2 of the attached proposed Findings of Fact, Conclusion of Law, and Conditions of Approval states: *A development agreement, consistent with the MPD, these Findings, Conclusions, Conditions of Approval, and Development Code, between the Applicant and the City is a condition precedent to the final plat approval and recording of the Phase I plat of the MPD.*

### **Required Review Process**

The final plat and development agreement application process includes a review and public hearing by both the Planning Commission and City Council. The City Council final action on the application should be in the form of written findings and in the case of approval, conditions of approval.

### **RECOMMENDATION**

Staff recommends the City Council review and discuss the updated final plat and development agreement and provided any direction to Staff in preparation for an action on the application.

Should the City Council determine the application is consistent with the MPD approval and other applicable requirements and standards of the development code, Staff has prepared the following findings for consideration:

#### **Findings of Fact:**

1. The Wohali Master Planned Development (MPD) Plan and Preliminary Plat for Phase I of the MPD was approved by the City Council on December 14, 2020.
2. The Wohali MPD and Phase I Preliminary Plat approval included Findings of Fact, Conclusions of Law and Conditions of Approval.
3. The approval of the Wohali MPD vested the development with respect to Use, Density and Configuration.
4. The Phase I Preliminary Plat approved with the MPD included 102 single-family lots.
5. The applicant is requesting approval of a final subdivision plat for a portion of the preliminary plat including 26 single-family lots and 1 parcel for golf course maintenance facilities.
6. The application also includes construction drawings for the primary access roads and utilities that will serve the final plat and the entire MPD.
7. The development agreement for the MPD was also submitted by the applicant and is required to be approved prior to the final subdivision plat approval by the city council per Condition No. 2 of the MPD approval.



8. One thousand one hundred seventy-two (1,172) acres of open space comprising 70.5% of the overall project site was required for the density bonus approved with the MPD.
9. The preliminary development plan approved with the MPD reflects the general layout of open space areas, golf resort support facilities and single-family lots.
10. On April 19, 2021, the Planning Commission conducted a public hearing and unanimously recommended approval of the final plat, construction drawings and development agreement to the City Council.

**Attachments:**

- A** MPD/Preliminary Plan Approval Findings of Fact, Conclusions of Law and Conditions of Approval
- B** Proposed Final Subdivision Plat
- C** Proposed Development Agreement
- D** Roadway Plan Exhibit
- E** Cropped Approved Preliminary Plat
- F** Updated Fiscal Impact Statement

# **ATTACHMENT A**

Findings of Fact, Conclusions of Law, and Conditions of Approval

## **FINDINGS OF FACT, CONCLUSIONS OF LAW, and CONDITIONS OF APPROVAL**

### **Wohali MPD and Phase I Preliminary Plan Application**

The following are the findings of fact, conclusions of law and conditions of approval for the MPD and Phase I Preliminary Plan application for the Wohali Development approved by the City Council.

#### **Findings of Fact:**

1. In 2018 the City annexed several properties west of the then City limit line which included certain real property known as the Wohali Property. (A legal description and plat depiction of the "Wohali Property" is attached as **Exhibit A.**)
2. The Wohali Property is zoned Agriculture ("**AG Zone**") which allows 1 dwelling unit per 20 acres as base density.
3. The owner of the Wohali Property, Wohali Partners, LLC, ("**Applicant**") previously applied for a property zone amendment ("**Rezone Application**") and Master Planned Development ("**Original MPD Application**") on November 1, 2018 for the Wohali Property.
4. The Rezone Application and Original MPD Application were approved by the City Council on December 9, 2019, which Rezone Application approval allowed for additional dwelling units in excess of what is allowed in the AG Zone, and the Original MPD Application allowed for the recreation facilities, nightly rental resort units and other concurrent permitted and supporting facilities and support accessory uses under the provisions of the Development Code, including Section 8-6-030 thereof.
5. Applicant subsequently withdrew the Rezone Application and the Original MPD Application on May 13, 2020 in response to a referendum on the Rezone Application.
6. Applicant also duly applied for a reconfigured Master Planned Development ("**MPD**") and Preliminary Plan application ("**Preliminary Plan**") on January 17, 2020 for the Wohali Property under the City's existing zoning ordinances and without any property zone amendment and without seeking any use or any density not allowed under existing Development Code. The Applicant is also the Master Developer.
7. On January 21, 2020, the City determined that the MPD and Preliminary Plan application were complete and included all required information.
8. The Planning Commission reviewed and discussed the MPD and Preliminary Plan in work sessions beginning on February 18, 2020.
9. The Applicant submitted responses to the City staff, Planning Commission and public comments addressing questions regarding the MPD and Preliminary Plan, including responses regarding natural vegetation, drainage areas, steep terrain, open space, sensitive lands and winter climate factors, taking into consideration flooding, erosion, subsidence, and pedestrian/bicycle connectivity and circulation that accounts for the natural contours of the Wohali Property, all as consistent with the City's General Plan and the requirements of the Development Code.

10. The Applicant's responses were reviewed by the City staff and the Planning Commission who expressed several observations and questions to the Applicant, each of which were addressed in the work sessions.
11. The land use administrator, acting pursuant Section 10-8-050(B) of the Development Code, considered, and determined that the proposed recreational facilities and other support facilities and uses described in the MPD are properly classified as Recreation Facilities and support facilities and support accessory uses under the Development Code.
12. The Applicant duly applied for an Excavation and Building Permit on February 28, 2020 to initiate construction of an 18-hole golf course and associated improvements. The permit was approved on April 14, 2020 ("**Grading Permit**"), which detailed Applicant's plans to minimize excessive site grading and preserve natural areas. Pursuant to the Grading Permit, Applicant has undertaken grading and excavation activities beginning in May 2020.
13. Following a public hearing on the MPD and Preliminary Plan on June 15, 2020, the Planning Commission recommended approval of the MPD and Preliminary Plan to the City Council on June 15, 2020.
14. The City Council reviewed and discussed the MPD and Preliminary Plan particulars in work sessions and public hearings on July 13, 2020 and July 27, 2020.
15. The City Council approved the MPD and Preliminary Plan on December 14, 2020 as a land use decision as confirmed in these findings of fact, conclusions of law and conditions of approval.

**Conclusion of Law:**

1. The proposed development is being processed as an MPD as required by the City Development Code for this type of development, which is intended to produce superior project design through development provisions and is consistent with the goals of the City's General Plan and are consistent with existing zoning ordinances.
2. The MPD and Preliminary Plan were determined to comply with the applicable Development Code standards.
3. No new zone district or rezone will result from MPD and Preliminary Plan, and the approval of the MPD and Preliminary Plan is a land use decision by the City Council, acting as the land use authority implementing existing law.
4. The proposed recreational and support facilities, are permitted uses under Sections 10-9-020 and 8-6-030 of the Development Code, and the other proposed uses are recreational support facilities under Section 10-2-189 of the Development Code and support accessory uses under Section 8-6-030(D) of the Development Code.
5. The specific land uses, and project elements described in the MPD, and also set forth in the development agreement, including ranges of dwelling units and various recreation facilities and nightly rental resort units and other concurrent permitted and supporting facilities and support accessory uses, are consistent with the Development Code.

6. The MPD, as conditioned below, satisfies the required findings in Section 8-6-080 of the Development Code with evidence that supports the conclusions for the City to approve a master planned development. In that regard, the City Council makes the following conclusions:
- a. The MPD site design integrates well into the natural terrain, minimize excessive site grading, and protects and preserves surrounding natural areas. **[8-6-080(A)]**
  - b. The MPD makes suitable provisions for the protection, preservation, and enhancement of wildlife habitat, watercourses, riparian areas, drainage areas, wooded areas, steep terrain and similar natural features and sensitive lands, including, but not limited to clustering development to preserve open space, sensitive lands and wildlife habitat, while avoiding development within areas of steep terrain. **[8-6-080(B)]**
  - c. The MPD takes adjacent land uses into consideration and mitigates potential impacts, including but not limited to flooding, erosion, subsidence, sloping of the soil or other dangers and nuisances, through careful site planning. Integration of connectivity with adjacent properties, as applicable, has also been considered and provided. **[8-6-080(C)]**
  - d. The MPD has direct vehicular access from suitable public and private roads meeting all requirements of the City engineering, Development Code and fire district standards, including, but not limited to Icy Springs Road and Wohali Way. **[8-6-080(D)]**
  - e. The MPD has a secondary point of access/emergency access or other mitigation satisfactory to the required authorities, including, but not limited to emergency access via a rural local road to the north of the MPD and a summer emergency egress route to the south of the MPD. **[8-6-080(E)]**
  - f. All roads/streets within the MPD follow the natural contours of the site wherever possible to minimize the amount of grading and balance cut and fill. **[8-6-080(F)]**
  - g. Existing or proposed utility and public services are adequate to support the MPD at normal service levels and are designed in a manner to avoid adverse impacts on existing adjacent land uses, public services, and utility resources. **[8-6-080(G)]**
  - h. The proposed structures within the MPD are located on reasonably developable portions of the site as determined by the site analysis and sensitive lands determinations. The open areas within the MPD are designed so that existing significant vegetation can be maintained to the greatest degree possible. **[8-6-080(H)]**
  - i. The MPD includes adequate internal vehicular and pedestrian/bicycle circulation in accordance with the principles of the City Transportation and Trails Master Plan. **[8-6-080(I)]**

- j. The MPD includes adequate and designated areas for snow removal and snow storage. **[8-6-080(J)]**
  - k. All exterior lighting within the MPD is downward directed and fully shielded in compliance with the City Outdoor Lighting standards. **[8-6-080(K)]**
  - l. The MPD, as conditioned, complies with all the requirements of Chapter 8 of the City Subdivision Ordinance. **[8-6-080(L)]**
  - m. The MPD, as conditioned, is consistent with the City General Plan. **[8-6-080(M)]**
  - n. The Planning Commission conducted the required public hearing on the MPD on June 15, 2020. The City Council conducted the required public hearing regarding the MPD on July 13, 2020 with an additional public hearing on July 27, 2020. **[8-6-080(N)]**
7. The City Council additionally concludes that the setbacks, building heights, lot size requirements and parking requirements noted in the below Conditions of Approval improve the project site design, result in the clustering of buildings and lots, preserve contiguous open land and natural resources, provide efficiency of infrastructure, and produce a unique product type project.

**Conditions of Approval:**

- 1. In accordance with Section 8-6-050 of the Development Code, the MPD shall terminate if the Phase I final plat is not approved and recorded within three (3) years of the approval of the MPD approved on December 14, 2020.
- 2. A development agreement, consistent with the MPD, these Findings, Conclusions, Conditions of Approval, and the Development Code, between the Applicant and the City is a condition precedent to the final plat approval and recording of the Phase I plat of the MPD.
- 3. The covenants, restrictions, and other provisions of the development agreement shall run with the land and be binding upon all present and future owners of any portion of the Wohali Property in the MPD.
- 4. The development agreement shall implement the MPD provisions and reflect the uses and densities allowed by the MPD and shall be executed by the mayor as an executive act on behalf of the City and an authorized representative of the Master Developer.
- 5. The maximum potential total number of dwelling units allowed on the Wohali Property, including the open space density bonus permitted under the Development Code, is 125 dwelling units, which shall be confirmed in the development agreement. The final location of which shall be determined in subsequent project phase plat applications, consistent with the development agreement and Preliminary Plan. Such dwelling units shall be detached in accordance with the requirements of Section 8-6-030(B) of the Development Code.

6. The approved configuration and design include 303 attached and detached resort units used for nightly rental, together with other concurrent permitted and supporting facilities and support accessory uses, the final locations of which shall be determined in subsequent project phase plat applications.
7. Expansion parcels surrounding and adjacent to the project site may be included within the MPD during the build-out period of the project subject to the processes and standards set forth in the development agreement and the Development Code.
8. The Master Developer shall prepare and submit an annual report for review by the City Council confirming the number of dwelling units that have been developed within the MPD along with other structures and improvements.
9. Residential development and accessory structures shall require front yard setbacks, side yard setbacks and rear yard setbacks of at least, respectively, 10 feet, 5 feet and 12 feet, with exceptions for irregular and alternative lot configurations, including without limitation, courtyard, Z-lot, zero lot line and cul-de-sac lot configurations. Maximum building heights for residential development shall be 35 feet.
10. Non-Residential development shall not require setbacks except as may be required under applicable building codes. Maximum building heights for non-residential development shall be 45 feet.
11. In addition to the parking requirements set forth in Section 8-6-060 of the Development Code, resort units shall require 1 parking space per unit. Parking within the village center shall be as depicted in the MPD and shall incorporate shared parking areas to preserve contiguous open land and provide efficiency of parking infrastructure.
12. The development agreement shall reference the standards for the design, configuration, maintenance, and performance of all public and private designated roads within the MPD.
13. The main collector roadway (Wohali Way) to its intersection with Icy Springs Road and the Weber River Bridge and an alternative secondary access located near Icy Springs Road and leading to the Weber River Bridge shall be improved or constructed to City or Summit County standards, as applicable, prior to occupancy of any project phase.
14. Any vacation of Icy Spring Road, including the vacation pending with the Summit County Council for a section located south of the project's gates, shall be subject to existing rights as described in the Utah Supreme Court case of *Carrier v Lindquist*, 37 P.3d 1112 (2001).
15. The MPD shall provide a total of approximately 1,172.83 acres (70.5% of the Wohali Property) of the total project site in open space. Open space shall be guaranteed by deed restrictions, recorded covenants and/or conservation easement(s), consistent with the open space values of the AG Zone. Open space includes the golf course(s) as Open Space, Landscaped pursuant to Section 10-2-158(B) of the Development Code.
16. The MPD phasing plan shown in the MPD shall be incorporated in the development agreement. The phasing and timing of infrastructure, required to be installed by the Master Developer, within and outside of the MPD shall be specified in the development agreement.



17. Details of open space protection and/or dedication shall be identified with each phase during the final plat or site plan review and approval process, consistent with the development agreement.
18. The Master Developer shall satisfy all reasonable requirements of the City to implement workforce housing attributable to the MPD, as further specified in the development agreement.
19. The development review process for all project phases within the MPD, including the building envelope review process, shall be described within the development agreement.
20. A single Master Developer (or Master Developer transferee) shall be maintained throughout the build-out period of the MPD as set forth in the development agreement.
21. Master Developer shall locate and pay for and cause to be made available to the satisfaction of the City new irrigation water sources appropriate for inclusion in the secondary water system for the golf course(s) located on the Wohali Property. Master Developer shall construct required infrastructure and pay for all water rates and costs associated with providing water for the project, including secondary water for such golf course(s).
22. A Storm Water Drainage Plan for the MPD shall be prepared by the Master Developer and reviewed and approved by the City prior to final plat approval of Phase I.
23. Right to Farm provisions shall be verified by the City prior to final plat approval of Phase I.
24. The development agreement shall include provisions confirming the MPD's requirements that Master Developer shall be responsible for on-site and off-site improvements required for the Wohali Property.

# **ATTACHMENT B**

Proposed Final Subdivision Plat

**WOHALI PHASE 1 SUBDIVISION**  
**LOCATED IN SECTION 18, TOWNSHIP 2 SOUTH, RANGE 5 EAST,**  
**SALT LAKE BASE AND MERIDIAN**  
**COALVILLE, SUMMIT COUNTY, UTAH**

PLAT NOTES:

1. The tracts of land that are described in, subdivided by, and plotted pursuant to this WHALU PHASE 1 SUBDIVISION ("Plat") are referred to herein as the "Plotted Lands". As used in these Plat notes, the term "Parcel" shall mean any tract of land shown as part of the Plotted Lands. The Plotted Lands are subject to the provisions of that certain Development Agreement for Whalil Master Planned Development, dated \_\_\_\_\_, and recorded on \_\_\_\_\_, as Entry No. \_\_\_\_\_, in the official records of the Summit County Recorder's Office ("Development Agreement" or "DA"), and the requirements, restrictions, and limitations imposed thereby.
2. The Plat is a part of a Master Planned Development known as "Whalil", as approved by Coalville City under Coalville City Ordinance § 8-6-10 et seq. (2019) (the "Project").
3. The Plat is subject to, among other things, the provisions of: (a) the Development Agreement; and (b) The Declaration of Covenants, Conditions, Restrictions and Easements for Whalil (the "CC&Rs") recorded \_\_\_\_\_ as Entry No. \_\_\_\_\_ in the official records of the Summit County Recorder's Office. The CC&Rs references the rights of the Whalil Owners Association.
4. This Plat recognizes an easement more particularly described in that certain Conveyance of Perpetual Road Access Easement, dated \_\_\_\_\_, 2021, wherein certain landowners are granted a perpetual access easement to certain property known as Jay Springs, Coal Hollow, Spring Creek, and Lewis Canyon Roads, as more particularly described therein.
5. Pursuant to Utah Code Ann. § 54-3-27, this Plat dedicates certain utility easements, as stated in the Owner's Dedication herein.
6. Pursuant to Utah Code Ann. § 17-27a-603(4)(c)(ii), Rocky Mountain Power accepts delivery of the PUE and approves this Plat solely for the purpose of confirming that this Plat contains the PUE and approximates the location of the PUE, but does not warrant its precise location. Rocky Mountain Power may require other easements in order to serve this development. This approval does not affect any right that Rocky Mountain Power has under:
- a) a recorded easement or right-of-way,
  - b) the law applicable to prescriptive rights,
  - c) Title 54, Chapter 8a, Damage to Underground Utility Facilities, or
  - d) any other provision of law.
7. Dominion Energy approves this Plat solely for the purpose of confirming that the plat contains public utility easements. Dominion Energy may require other easements in order to serve this development. This approval does not constitute acceptance, approval or acknowledgment of any terms contained in the plat, including those set in the owners declaration and the notes and does not constitute a guarantee of particular terms of natural gas service. For further information please contact Dominion Energy's Right-of-Way Department at 1-800-366-8532.
8. The Design Review Committee under the CC&Rs (the "DRC"), as required by the DA, shall review and approve each Development Application for compliance with the Design Guidelines prior to submittal to Coalville City for review and approval (DA § 5.1).
9. All residential construction shall be designed and constructed in accordance with the applicable Coalville City building code (DA § 5.2.2).
10. Subject to plat note 17 below, Residential development and accessory structures shall require front yard setbacks of at least ten feet (10'), side yard setbacks of at least five feet (5'), and rear yard setbacks of at least twelve feet (12'), with exceptions for irregular and alternative lot configurations as more particularly described therein (DA § 5.2.2). Non-Residential development shall not require setbacks except as may be required under applicable building codes (DA § 5.2.2).
11. Maximum building heights for residential development shall be thirty-five feet (35') (DA § 5.2.2). Maximum building heights for non-residential development on Parcel A shall be forty-five feet (45') (DA § 5.2.7).
12. Minimum Parking Requirements are two (2) required spaces for each single-family unit and one (1) for each accessory dwelling unit (DA § 5.3.1).
13. All landscape design and construction in the Project is subject to review by the DRC and subject to any applicable overall landscape proportion and percentage requirements in the Development Agreement (DA § 5.5.1).
14. Fire flows, hydrant locations and stormwater must comply with the then applicable fire code (DA § 7.2.3).
15. All water, sewer, irrigation and distribution facilities within public and private rights-of-way or public and private easements shall become part of the City's system upon acceptance by the City Council pursuant to the Coalville City Engineering Standards and Construction Specifications (DA § 7.1.7).
16. All Building Permit Applications must be accompanied by written documentation of the DRC approval at the time of submittal to Coalville City (DA § 12.2).
17. The DRC will provide individual lot feature maps for single-family lots within the Project that will identify building setbacks required for each Lot and may identify a more restricted and defined "Building Pad" for each lot that all vertical construction must be kept within (DA § 12.3). All building envelope areas and associated driveway access shall comply with the requirements of all applicable local ordinances (DA § 12.3).

### BOUNDARY DESCRIPTION

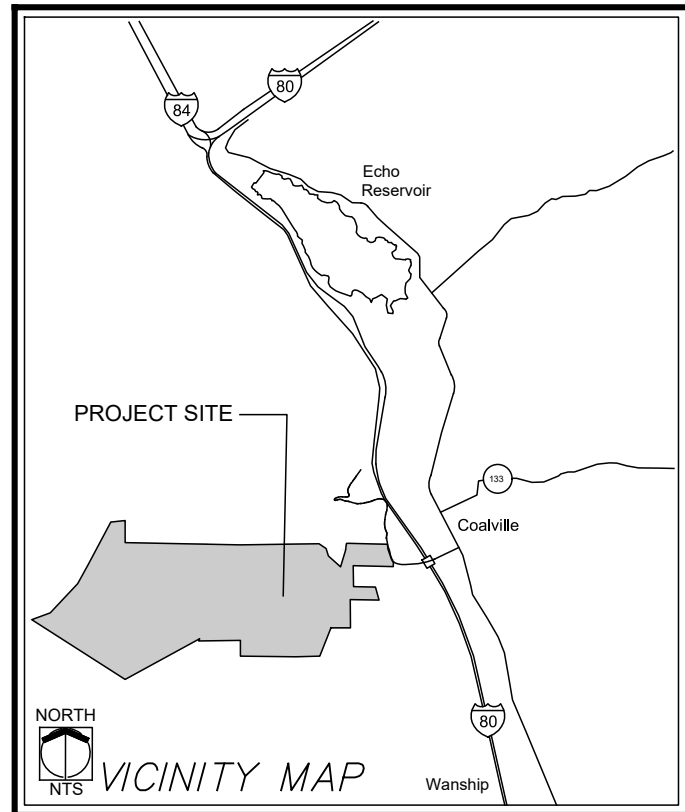
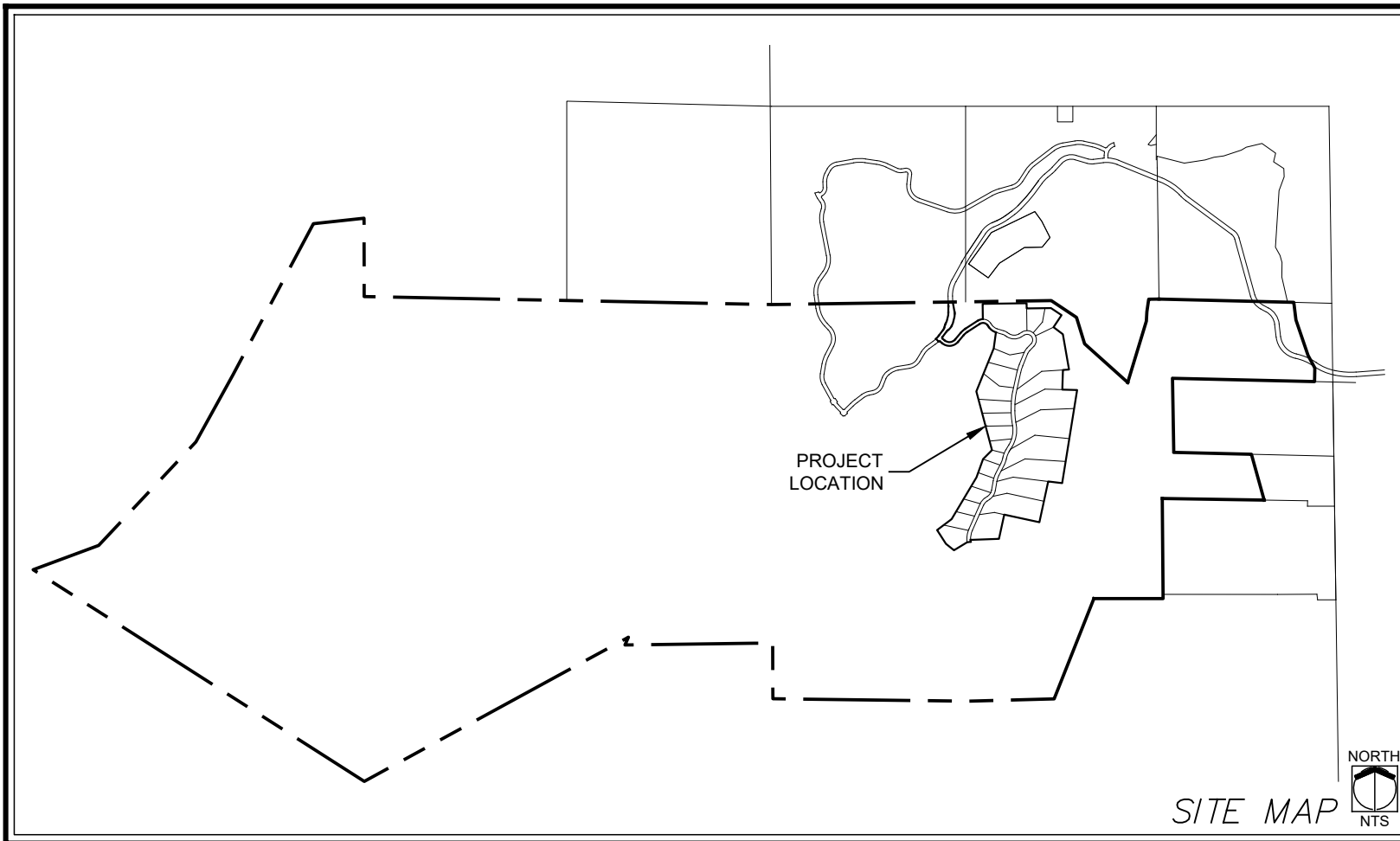
A parcel of land located in Section 18, Township 2 South, Range 5 East, Salt Lake Base and Meridian, Coalville, Summit County, Utah more particularly described as follows:

Beginning at a point which is N89°11'21"E 2365.67 feet along the North Section Line of Section 18 from the Northwest corner of Section 18, Township 2 South, Range 5 East, Salt Lake Base and Meridian;

[illegible]

Containing 3,422,864 square feet or 78.58 acres, more or less.

Creating 27 Lots.



## SHEET INDEX

PAGE	SHEET NAME
1 OF 4	COVER SHEET
2 OF 4	BOUNDARY PLAT (SCALE = 1:200)
3 OF 4	PARTIAL PLAT (SCALE = 1:100)
4 OF 4	PARTIAL PLAT (SCALE = 1:100)

## Development Summary

Total Project Area (acres)	1,664.00
Required Open Space per Development Agreement	1,172.83
Current Platted Development Area	78.58
Previous Platted Development Area	0.00
Total Project Platted Development Area	78.58
Developable Area Remaining to Plat	412.59

OWNER'S DEDICATION AND CONSENT TO RECORD

KNOW ALL MEN BY THESE PRESENTS THAT WOHALU \_\_\_\_\_ THE UNDERSIGNED OWNER OF ALL OF THE PROPERTY DESCRIBED HEREIN, HAVING CAUSED THE SAME TO BE SUBDIVIDED INTO LOTS AND STREETS TO HEREAFTER BE KNOWN AS WOHALU PHASE I SUBDIVISION, DOES HEREBY DEDICATE, AS TO THE PUBLIC USE, TO THE CITY OF HOUSTON, TEXAS, SHOWING HEREON, FOR THE INSTANT AND PERMANENT BENEFIT OF THE CITY OF HOUSTON, TEXAS, THE RIGHT OF WAY AND THE MAINTENANCE OF PUBLIC UTILITIES, SERVICES, AND DRAINAGE FACILITIES THROUGH, UNDER, AND ACROSS THE UTILITY EASEMENTS, AS SHOWN ON THIS PLAT. THE AREA UNDERLYING THE PRIVATE ROAD AREAS ARE ALSO HEREBY DEDICATED AS A UTILITY EASEMENT IN ITS ENTIRETY FOR THE CONSTRUCTION AND MAINTENANCE OF UTILITY LINES, AS APPROVED FOR PUBLIC UTILITIES BY THE CITY AND THE OWNERS ASSOCIATION (OR OTHER ENTITY DESIGNATED IN A PRIVATE ROAD DEDICATION), AND FOR PRIVATE SERVICES BY THE OWNERS ASSOCIATION.

In witness whereof, this \_\_\_\_ day of \_\_\_\_\_, 2021.

Wohali Partners LLC

By \_\_\_\_\_

Name and Title: \_\_\_\_\_

## ACKNOWLEDGMENT

ON THE \_\_\_\_ DAY OF \_\_\_\_\_, 2021 PERSONALLY APPEARED BEFORE ME, \_\_\_\_\_, WHO BEING DULY SWORN DID SAY THAT HE/SHE IS THE AUTHORIZED REPRESENTATIVE OF WOHLI [\_\_\_\_\_] AND THAT THE WRITING AND FOREGOING INSTRUMENT WAS SIGNED ON BEHALF OF SAID COMPANY/CORPORATION AND DULY ACKNOWLEDGED TO ME THAT SAID COMPANY/CORPORATION EXECUTED THE SAME.

State of Utah

County of \_\_\_\_\_

Notary Public: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

LIEN HOLDER'S CONSENT TO RECORD

STEPHEN G. BOYDEN, TRUSTEE OF THE STEPHEN GEORGE BOYDEN REVOCABLE INTER VIVOS TRUST ESTABLISHED JUNE 29, 1993 AND PATRICIA SHUMWAY BOYDEN, TRUSTEE OF THE PATRICIA SHUMWAY BOYDEN REVOCABLE INTER VIVOS TRUST ESTABLISHED JUNE 29, 1993 IS THE OWNER AND HOLDER OF THE INDEBTEDNESS SECURED BY, AND THE BENEFICIARY UNDER THAT CERTAIN DEED OF TRUST RECORDED ON JUNE 29, 1993 IN THE OFFICE OF THE CLERK OF THE DISTRICT COURT OF THE STATE OF UTAH.

AND WHEREBY HE/ SHE HEREBY CONSENTS TO THE RECORDING OF THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS AND THE WHOAL PHASE I SUBDIVISION PLAT, BOTH OF WHICH ARE RECORDED CONTEMPORANEOUSLY, HERewith; AND FURTHER AGREES TO SUBORDINATE THE DEED OF TRUST AND ALL RIGHT, TITLE AND INTEREST THEREIN TO THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS TO THE DECLARATION AND PLAT, AND ACKNOWLEDGES THAT THE EASEMENTS, RIGHTS AND OBLIGATIONS SET FORTH IN THE DECLARATION AND PLAT ARE SUPERIOR TO THE DEED OF TRUST.

EXECUTED AS OF THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021.

BY: \_\_\_\_\_  
ITS: \_\_\_\_\_

## ACKNOWLEDGMENT

State of Utah

County of \_\_\_\_\_

The foregoing Plat was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

by \_\_\_\_\_, the \_\_\_\_\_ of Wohali Partners LLC, a

Utah Limited Liability corporation, on behalf of the Company.

Notary Public: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

SURVEYOR'S CERTIFICATE:

I, WILLIS W. LONG, do hereby certify that I am a Professional Land Surveyor, and that I hold license number 10708886 as prescribed under the laws of the State of Utah. I further certify that by authority of the owners, I have made a survey of the tract of land shown on this plat and described hereon, and have subdivided said tract of land into lots and streets, together with easements, hereafter to be known as: WOHALL PHASE 1 SUBDIVISION.



WILLIS W. LONG, PLS 10708886

<b>LAYTON SURVEYS</b> Professional Land Surveying <small>(801) 663-1641   Willis.long@laytonsurveys.com   1812 West 2575 South Syracuse, UT 84075</small>	<b>SUMMIT COUNTY HEALTH DEPARTMENT</b>	<b>PUBLIC SAFETY ANSWERING POINT APPROVAL</b>	<b>ROCKY MOUNTAIN POWER</b>	<b>PUBLIC WORKS DIRECTOR</b>	<b>NORTH SUMMIT FIRE DISTRICT</b>	<b>MAYOR</b>
	Approved this _____ day, of _____, 20____  By: _____	Approved and accepted this _____ day of _____, 20____ ROCKY MOUNTAIN POWER.  By: _____	Approved and accepted this _____ day of _____, 20____  By: _____	Approved and accepted this _____ day of _____, 20____ FIRE DISTRICT  By: _____	This is to certify that this Plat and Dedication of this Plat were duly approved and accepted by the City Council of Coalville, Summit County, Utah this _____ day of _____, 20____  <div style="display: flex; justify-content: space-between;"> <span>_____ Mayor</span> <span>_____ City Recorder</span> </div>	
		<b>DOMINION ENERGY</b>	<b>CITY PLANNING COMMISSION</b>	<b>CITY ENGINEER</b>	<b>ATTORNEY CERTIFICATE</b>	<b>RECORDED</b>
Approved this _____ day, of _____, 20____  By: _____		Accepted this _____ day of _____, 2021 by Dominion Energy which has committed to providing service to the lots included on this plat.  _____ AUTHORIZED AGENT OF DOMINION ENERGY	Approved and accepted by the Coalville City Planning Commission this _____ day of _____, 20____  _____ Chair	I hereby certify that this Office has examined the plat and is correct in accordance with information on file in this office. Signed this _____ day of _____, 20____  _____ Coalville City Engineer	I have examined the proposed plat of this Subdivision and in my opinion it conforms with the ordinances applicable thereto and now in force and effect.  _____ Coalville City Attorney	ENTRY NO _____ STATE OF <u>UTAH</u> COUNTY OF <u>SUMMIT</u> DATE _____ TIME _____ RECORDED AND FILED AT THE REQUEST OF: _____ COUNTY RECORDER



WOHALI PHASE 1 SUBDIVISION  
LOCATED IN SECTION 18, TOWNSHIP 2 SOUTH, RANGE 5 EAST,  
SALT LAKE BASE AND MERIDIAN  
COALVILLE, SUMMIT COUNTY, UTAH

LEGEND

12 7  
17 18 FOUND SECTION CORNER

PLASTIC CAPS  
"PLS 10708886"

LOT 1 LOT NUMBER

> 30% SLOPE

BOUNDARY CURVE TABLE

CURVE	RADIUS	LENGTH	DELTA	CHORD BEARING	CHORD LENGTH
BC42	125.00'	70.13'	32°08'47"	N73°06'58"E	69.22'
BC43	175.00'	119.71'	39°11'40"	N53°39'19"W	117.39'
BC44	75.00'	116.37'	88°53'57"	N78°30'27"W	105.04'
BC45	225.00'	67.00'	17°03'41"	S48°30'44"W	66.75'
BC46	150.00'	237.88'	90°51'52"	S85°24'49"W	213.73'
BC47	15.00'	22.20'	84°47'03"	S88°27'13"W	20.23'
BC48	375.00'	59.54'	9°05'51"	N41°30'16"E	59.48'
BC49	87.00'	31.85'	20°58'33"	N26°28'04"E	31.67'
BC50	133.00'	23.12'	9°57'40"	N20°57'38"E	23.09'
BC51	357.00'	154.59'	24°48'39"	N13°32'09"E	153.39'
BC52	100.00'	4.98'	2°51'03"	N0°28'41"W	4.98'
BC53	100.00'	23.58'	13°30'27"	S3°43'12"E	23.52'
BC54	443.00'	171.95'	22°14'21"	S14°09'13"W	170.87'
BC55	133.00'	70.46'	30°21'13"	S40°27'00"W	69.64'
BC56	87.00'	28.35'	18°40'16"	S46°17'28"W	28.23'
BC57	15.00'	21.21'	81°01'24"	S8°38'34"E	19.49'
BC58	100.00'	158.59'	90°51'52"	N85°24'49"E	142.48'
BC59	275.00'	81.89'	17°03'41"	N48°30'44"E	81.59'

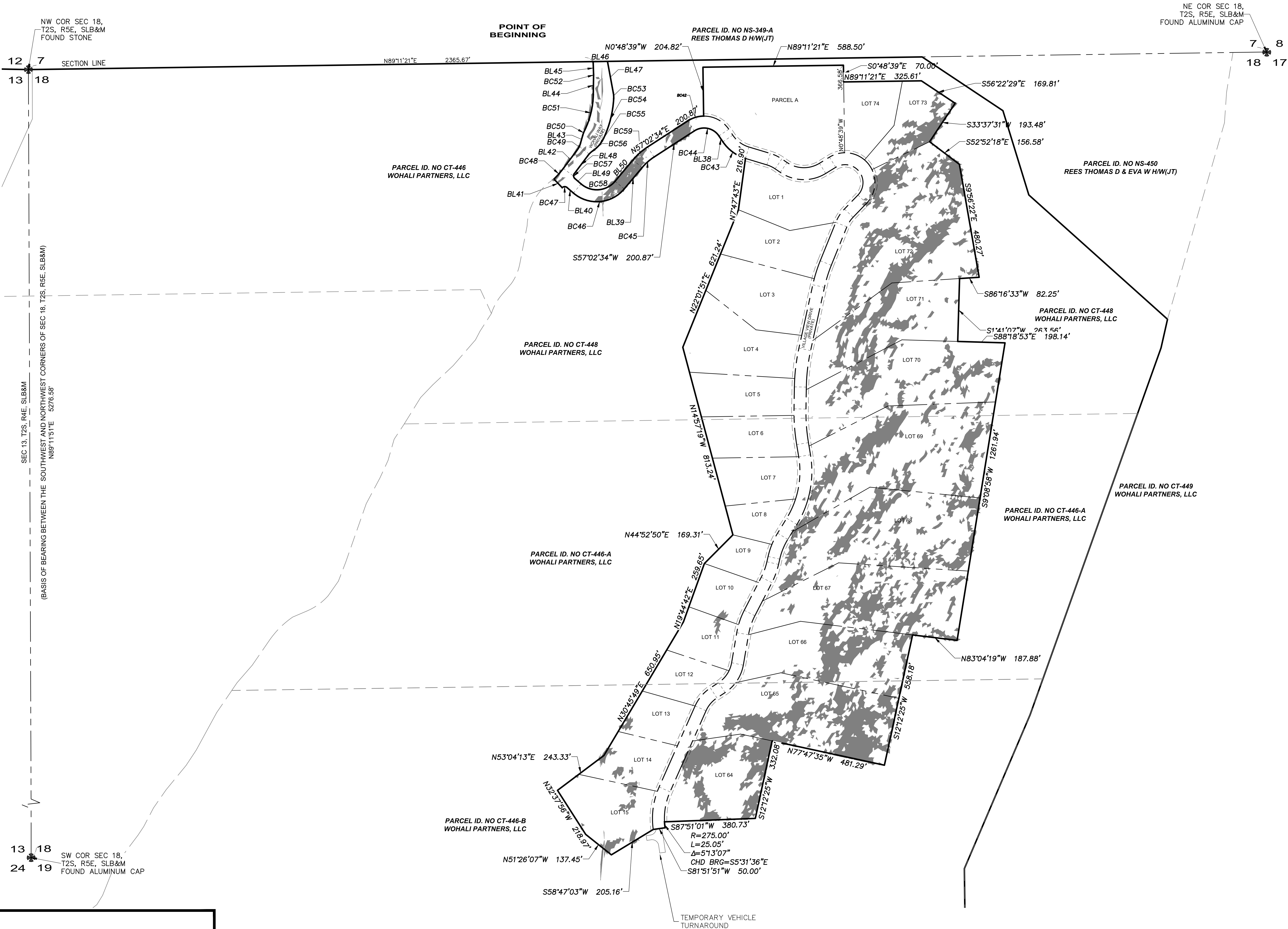
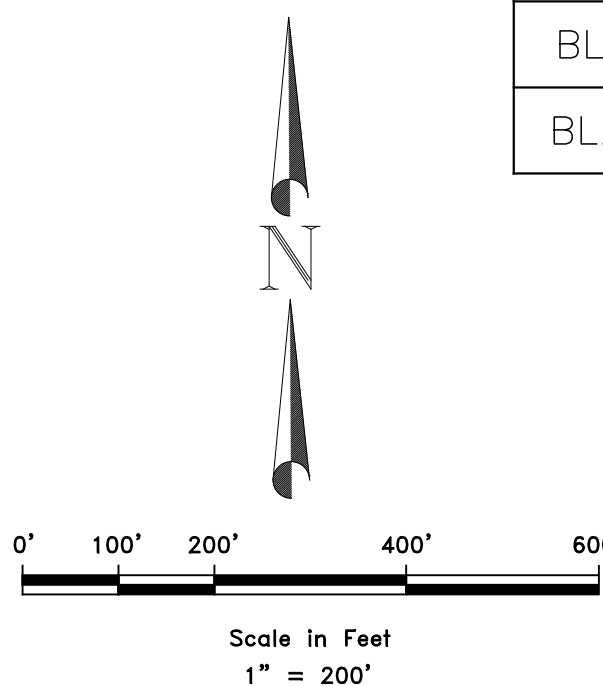
BOUNDARY LINE TABLE

LINE	LENGTH	BEARING
BL220	95.87'	N36°57'21"E
BL221	34.77'	N15°58'48"E
BL222	79.63'	N0°56'51"E
BL223	53.81'	N1°54'12"W
BL224	60.01'	N89°11'21"E
BL225	134.39'	S10°28'25"E
BL226	96.91'	S36°57'21"W
BL227	35.06'	S49°09'15"E
BL228	116.77'	N39°58'53"E
BL229	29.90'	N34°03'29"W
BL230	116.77'	S39°58'53"W
BL231	35.10'	N49°09'15"W
BL232	50.01'	N43°56'49"W

SHEET 2 OF 4

4/15/2021

RECORDED



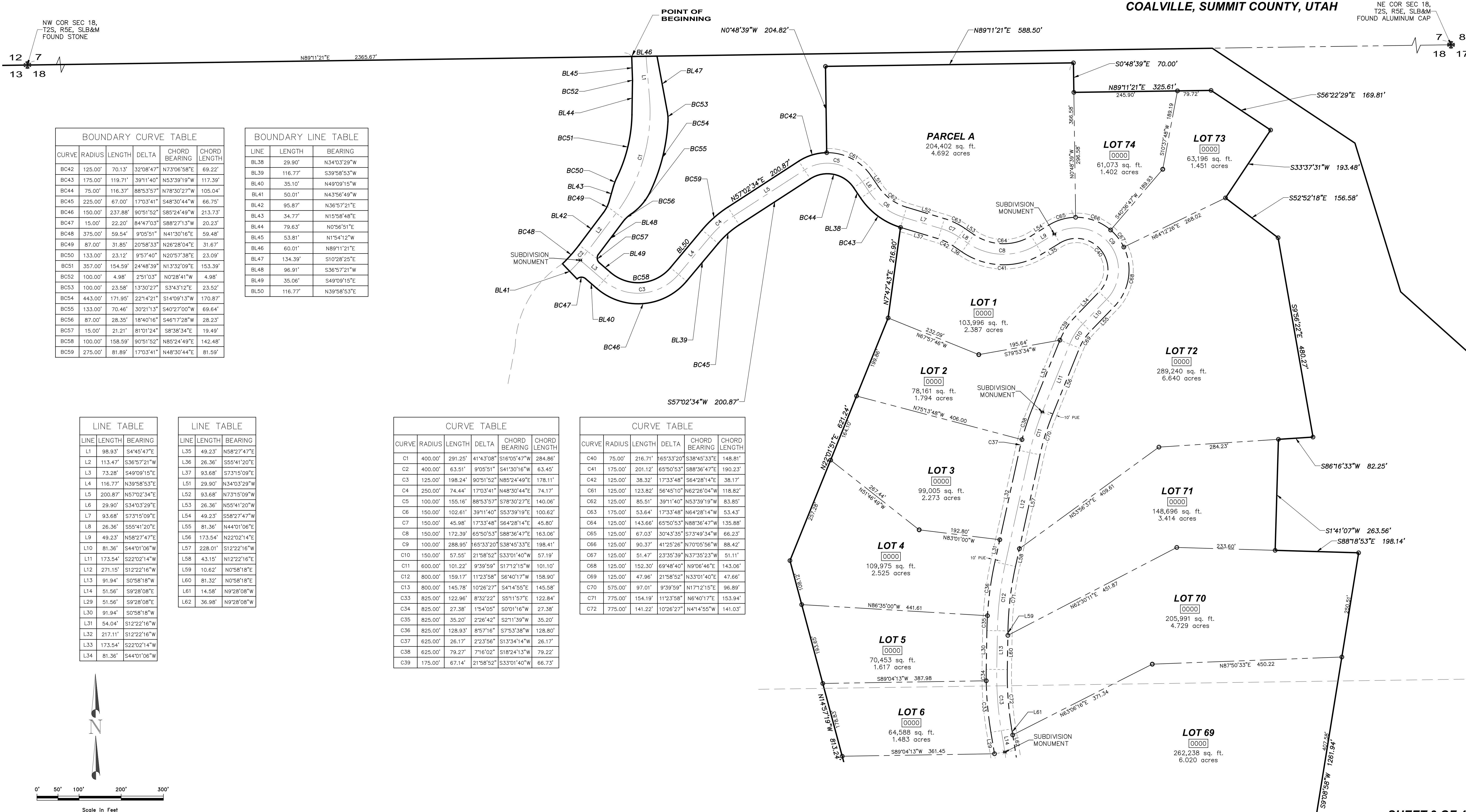
LAYTON SURVEYS

Professional Land Surveying  
(801) 663-1641 Willis.Long@laytonsurveys.com

1812 West 2575 South  
Syracuse, UT 84075

WOHALI PHASE 1 SUBDIVISION

LOCATED IN SECTION 18, TOWNSHIP 2 SOUTH, RANGE 5 EAST,  
SALT LAKE BASE AND MERIDIAN  
COALVILLE, SUMMIT COUNTY, UTAH



BOUNDARY CURVE TABLE				
CURVE	RADIUS	LENGTH	DELTA	CHORD BEARING
BC42	125.00'	70.13'	32°08'47"	N73°06'58"E
BC43	175.00'	119.71'	39°11'40"	N53°39'19"W
BC44	75.00'	116.37'	88°53'57"	N78°30'27"W
BC45	225.00'	67.00'	17°03'41"	S48°30'44"W
BC46	150.00'	237.88'	90°51'52"	S85°24'49"W
BC47	15.00'	22.20'	84°47'03"	S88°27'13"W
BC48	375.00'	59.54'	9°05'51"	N41°30'16"E
BC49	87.00'	31.85'	20°58'33"	N26°28'04"E
BC50	133.00'	23.12'	9°57'40"	N20°57'38"E
BC51	357.00'	154.59'	24°48'39"	N13°32'09"E
BC52	100.00'	4.98'	2°51'03"	N0°28'41"W
BC53	100.00'	23.58'	13°30'27"	S3°43'12"E
BC54	443.00'	171.95'	22°14'21"	S14°09'13"W
BC55	133.00'	70.46'	30°21'13"	S40°27'00"W
BC56	87.00'	28.35'	18°40'16"	S46°17'28"W
BC57	15.00'	21.21'	81°01'24"	S8°38'34"E
BC58	100.00'	158.59'	90°51'52"	N85°24'49"E
BC59	275.00'	81.89'	17°03'41"	N48°30'44"E

BOUNDARY LINE TABLE		
LINE	LENGTH	BEARING
BL38	29.90'	N34°03'29"W
BL39	116.77'	S39°58'53"W
BL40	35.10'	N49°09'15"W
BL41	50.01'	N43°56'49"W
BL42	95.87'	N36°57'21"E
BL43	34.77'	N15°58'48"E
BL44	79.63'	N0°56'51"E
BL45	53.81'	N1°54'12"W
BL46	60.01'	N89°11'21"E
BL47	134.39'	S10°28'25"E
BL48	96.91'	S36°57'21"W
BL49	35.06'	S49°09'15"E
BL50	116.77'	N39°58'53"E

LINE TABLE		
LINE	LENGTH	BEARING
L1	98.93'	S4°45'47"E
L2	113.47'	S36°57'21"W
L3	73.28'	S49°09'15"E
L4	116.77'	N39°58'53"E
L5	200.87'	N57°02'34"E
L6	29.90'	S34°03'29"E
L7	93.68'	S73°15'09"E
L8	26.36'	S55°41'20"E
L9	49.23'	N58°27'47"E
L10	81.36'	S44°01'06"W
L11	173.54'	S22°02'14"W
L12	271.15'	S12°22'16"W
L13	91.94'	S0°58'18"W
L14	51.56'	S9°28'08"E
L29	51.56'	S9°28'08"E
L30	91.94'	S0°58'18"W
L31	54.04'	S12°22'16"W
L32	217.11'	S12°22'16"W
L33	173.54'	S22°02'14"W
L34	81.36'	S44°01'06"W

LINE TABLE		
LINE	LENGTH	BEARING
L35	49.23'	N58°27'47"E
L36	26.36'	S55°41'20"E
L37	93.68'	S73°15'09"E
L51	29.90'	N34°03'29"W
L52	93.68'	N73°15'09"W
L53	26.36'	N55°41'20"W
L54	49.23'	S58°27'47"W
L55	81.36'	N44°01'06"E
L56	173.54'	S22°02'14"E
L57	228.01'	N12°22'16"W
L58	43.15'	N12°22'16"E
L59	10.62'	N0°58'18"E
L60	81.32'	N0°58'18"E
L61	14.58'	N9°28'08"W
L62	36.98'	N9°28'08"W

CURVE TABLE				
CURVE	RADIUS	LENGTH	DELTA	CHORD BEARING
C1	400.00'	291.25'	41°43'08"	S16°05'47"W
C2	400.00'	63.51'	9°05'51"	S41°30'16"W
C3	125.00'	198.24'	90°51'52"	N85°24'49"E
C4	250.00'	74.44'	17°03'41"	N48°30'44"E
C5	100.00'	155.16'	88°53'57"	S78°30'27"E
C6	150.00'	102.61'	39°11'40"	S53°39'19"E
C7	150.00'	45.98'	17°33'48"	S64°28'14"E
C8	150.00'	172.39'	65°50'53"	S88°36'47"E
C9	100.00'	288.95'	165°33'20"	S38°45'33"E
C10	150.00'	57.55'	21°58'52"	S33°01'40"W
C11	600.00'	101.22'	9°39'59"	S17°12'15"W
C12	800.00'	159.17'	11°23'58"	S6°40'17"W
C13	800.00'	145.78'	10°26'27"	S4°14'55"E
C33	825.00'	122.96'	8°32'22"	S5°11'57"E
C34	825.00'	27.38'	1°54'05"	S0°01'16"W
C35	825.00'	35.20'	2°26'42"	S2°11'39"W
C36	825.00'	128.93'	8°57'16"	S7°53'38"W
C37	625.00'	26.17'	2°23'56"	S13°34'14"W
C38	625.00'	79.27'	7°16'02"	S18°24'13"W
C39	175.00'	67.14'	21°58'52"	S33°01'40"W

CURVE TABLE				
CURVE	RADIUS	LENGTH	DELTA	CHORD BEARING
C40	75.00'	216.71'	165°33'20"	S38°45'33"E
C41	175.00'	201.12'	65°50'53"	S88°36'47"E
C42	125.00'	38.32'	17°33'48"	S64°28'14"E
C61	125.00'	123.82'	56°45'10"	N62°26'04"W
C62	125.00'	85.51'	39°11'40"	N53°39'19"W
C63	175.00'	53.64'	17°33'48"	N64°28'14"W
C64	125.00'	143.66'	65°50'53"	N88°36'47"W
C65	125.00'	67.03'	30°43'35"	S73°49'34"W
C66	125.00'	90.37'	41°25'26"	N70°05'56"W
C67	125.00'	51.47'	23°35'39"	N37°35'23"W
C68	125.00'	152.30'	69°48'40"	N9°06'46"E
C69	125.00'	47.96'	21°58'52"	N33°01'40"E
C70	575.00'	97.01'	9°39'59"	N17°12'15"E
C71	775.00'	154.19'	11°23'58"	N6°40'17"E
C72	775.00'	141.22'	10°26'27"	N4°14'55"W

**LAYTON SURVEYS**  
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1812 West 2575 South  
Syracuse, UT 84075

**LEGEND**

12 7 FOUND SECTION CORNER

13 18

○ PLASTIC CAPS  
"PLS 10708886"

**LOT 1**

0000 LOT NUMBER

0000 STREET ADDRESS

WOHALI PHASE 1 SUBDIVISION

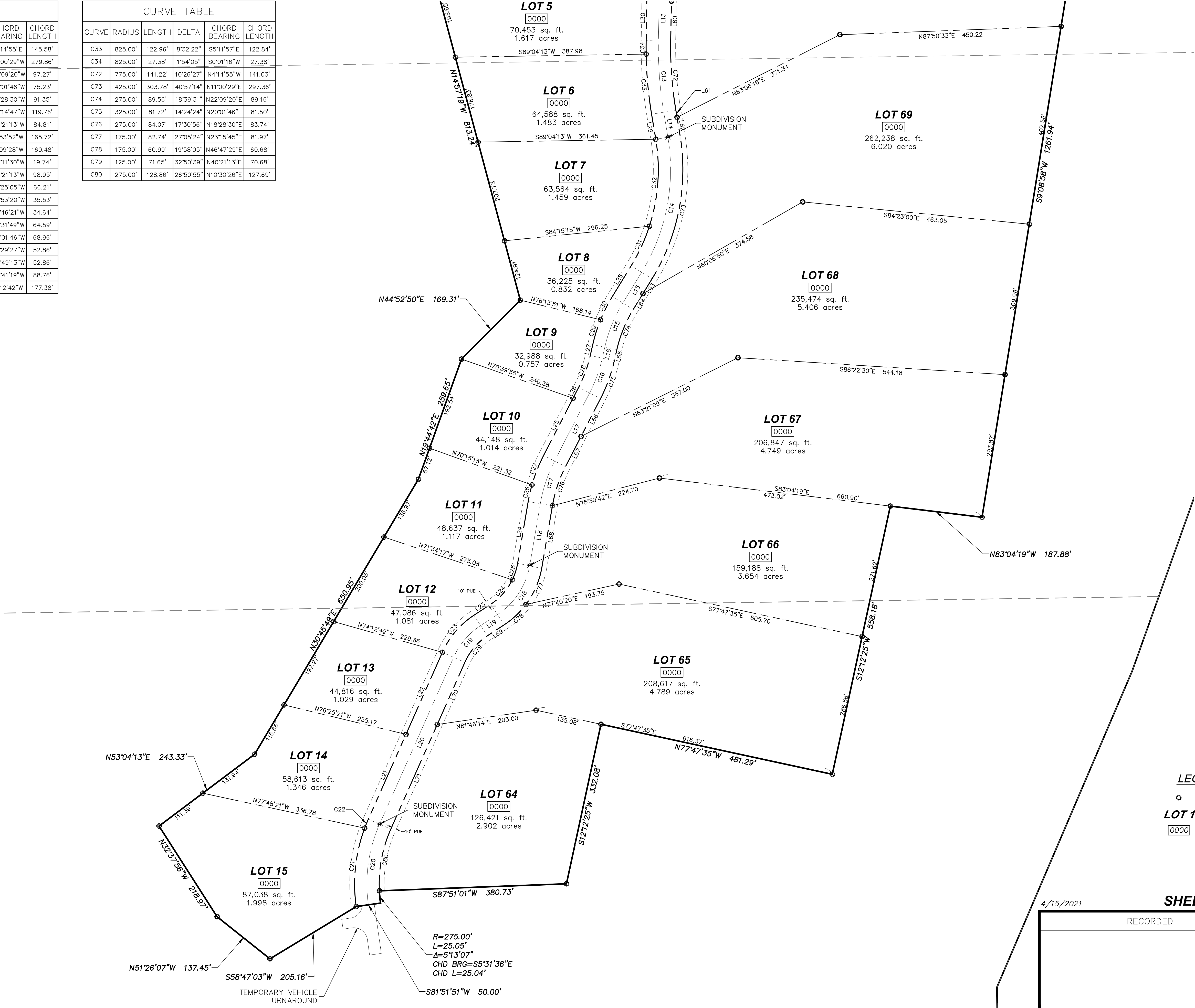
LOCATED IN SECTION 18, TOWNSHIP 2 SOUTH, RANGE 5 EAST,  
SALT LAKE BASE AND MERIDIAN  
COALVILLE, SUMMIT COUNTY, UTAH

LINE TABLE		
LINE	LENGTH	BEARING
L13	91.94'	S0°58'18"W
L14	51.56'	S9°28'08"E
L15	73.34'	S31°29'06"W
L16	22.76'	S12°49'35"W
L17	155.71'	S27°13'58"W
L18	127.28'	S9°43'03"W
L19	40.93'	S56°46'32"W
L20	371.27'	S23°55'53"W
L21	188.70'	S23°55'53"W
L22	182.57'	S23°55'53"W
L23	40.93'	S56°46'32"W
L24	127.28'	S9°43'03"W
L25	130.82'	S27°13'58"W
L26	24.69'	S27°13'58"W
L27	22.76'	S12°49'35"W
L28	73.34'	S31°29'06"W
L29	51.56'	S9°28'08"E
L30	91.94'	S0°58'18"W
L60	81.32'	N0°58'18"E
L61	14.58'	N9°28'08"W

LINE TABLE		
LINE	LENGTH	BEARING
L62	36.98'	N9°28'08"W
L63	35.68'	N31°29'06"E
L64	37.66'	N31°29'06"E
L65	22.76'	N12°49'35"E
L66	86.56'	N27°13'58"E
L67	69.15'	N27°13'58"E
L68	127.28'	N9°43'03"E
L69	40.93'	N56°46'32"E
L70	138.44'	N23°55'53"E
L71	232.83'	N23°55'53"E

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	CHORD BEARING	CHORD LENGTH
C13	800.00'	145.78'	10°26'27"	S4°14'55"E	145.58'
C14	400.00'	285.91'	40°57'14"	S11°00'29"W	279.86'
C15	300.00'	97.70'	18°39'31"	S22°09'20"W	97.27'
C16	300.00'	75.43'	14°24'24"	S20°01'46"W	75.23'
C17	300.00'	91.71'	17°30'56"	S18°28'30"W	91.35'
C18	150.00'	123.20'	47°03'29"	S33°14'47"W	119.76'
C19	150.00'	85.99'	32°50'39"	S40°21'13"W	84.81'
C20	300.00'	167.90'	32°04'02"	S7°53'52"W	165.72'
C21	325.00'	162.16'	28°35'15"	S6°09'28"W	160.48'
C22	325.00'	19.74'	3°28'48"	S22°11'30"W	19.74'
C23	175.00'	100.32'	32°50'39"	S40°21'13"W	96.95'
C24	125.00'	67.01'	30°42'54"	S41°25'05"W	66.21'
C25	125.00'	35.66'	16°20'36"	S17°53'20"W	35.53'
C26	325.00'	34.66'	6°06'37"	S12°46'21"W	34.64'
C27	325.00'	64.69'	11°24'18"	S21°31'49"W	64.59'
C28	275.00'	69.15'	14°24'24"	S20°01'46"W	68.96'
C29	325.00'	52.92'	9°19'46"	S17°29'27"W	52.86'
C30	325.00'	52.92'	9°19'46"	S26°49'13"W	52.86'
C31	375.00'	88.96'	13°35'34"	S24°41'19"W	88.76'
C32	375.00'	179.08'	27°21'40"	S4°12'42"W	177.38'

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	CHORD BEARING	CHORD LENGTH
C33	825.00'	122.96'	8°32'22"	S5°11'57"E	122.84'
C34	825.00'	27.38'	1°54'05"	S0°01'16"W	27.38'
C72	775.00'	141.22'	10°26'27"	N4°14'55"W	141.03'
C73	425.00'	303.78'	40°57'14"	N11°00'29"E	297.36'
C74	275.00'	89.56'	18°39'31"	N22°09'20"E	89.16'
C75	325.00'	81.72'	14°24'24"	N20°01'46"E	81.50'
C76	275.00'	84.07'	17°30'56"	N18°28'30"E	83.74'
C77	175.00'	82.74'	27°05'24"	N23°15'45"E	81.97'
C78	175.00'	60.99'	19°58'05"	N46°47'29"E	60.68'
C79	125.00'	71.65'	32°50'39"	N40°21'13"E	70.68'
C80	275.00'	128.86'	26°50'55"	N10°30'26"E	127.69'



# **ATTACHMENT C**

## Proposed Development Agreement



# Wohali Master Planned Development Development Agreement

DRAFT  
~~April~~ May 2021

<b>1.0</b>	<b>DEFINITIONS AND CONSISTENCY .....</b>	<b>3</b>
<b>2.0</b>	<b>PROJECT DESCRIPTION .....</b>	<b>3</b>
<b>3.0</b>	<b>PRIOR AGREEMENTS .....</b>	<b>4</b>
<b>4.0</b>	<b>LAND USE AND PROJECT ELEMENTS .....</b>	<b>4</b>
<b>5.0</b>	<b>CONSTRUCTION, SITE, LANDSCAPE AND SIGN STANDARDS.....</b>	<b>8</b>
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<b>7.0</b>	<b>WATER, SEWER AND STORMWATER UTILITY STANDARDS .....</b>	<b>19</b>
<b>8.0</b>	<b>SENSITIVE LAND AREAS STANDARDS .....</b>	<b>25</b>
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## DEVELOPMENT AGREEMENT

This Development Agreement (“**Agreement**”) is entered into this \_\_\_\_ day of \_\_\_\_\_, 2021, by and between COALVILLE CITY CORPORATION, (“**City**”) a municipal corporation of the State of Utah located in Summit County, and WOHALI PARTNERS, LLC., a Utah limited liability corporation (“**Master Developer**”). City and Master Developer may hereinafter be referred to individually as a “**Party**” and collectively as the “**Parties**.”

### RECITALS

A. The City includes large areas of undeveloped lands within its municipal boundaries, and the City has spent many years evaluating and planning for future coordinated development of those lands.

B. To strengthen the public planning process, encourage private participation and comprehensive planning, and reduce the economic cost of development, the City has adopted Master Planned Development provisions, *Coalville City Ord § 8-6-010 et seq.* (2019) (the “**MPD Ordinance**”), within the Coalville City Development Code (the “**Code**”), which authorizes the City to consider a master planned development proposal of an owner of real property within its jurisdiction.

C. Under the MPD Ordinance, the City allows the clustering of density and uses required in the underlying zoning district and is required to make certain findings 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.

D. Master Developer owns certain real property consisting of approximately 1,664 acres located in Coalville City, as legally described in Exhibit “A” (the “**Property**”), and more particularly depicted in Exhibit “B”. Master developer desires to develop the Property as a master planned development in a manner consistent with the MPD Ordinance, to be developed and known as “Wohali” (the “**Project**”).

E. Master Developer and the City desire to enter into this Agreement in order to implement the MPD Approval and to more fully set forth the covenants and commitments of each Party, while giving effect to applicable State law. The Parties understand and intend that this Agreement is a “development agreement” within the meaning of, and entered into 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

## 1.0 DEFINITIONS AND CONSISTENCY

### 1.1 DEFINITIONS

All capitalized terms in this Agreement shall have the meaning set forth in Section 14.0.

### 1.2 CONSISTENCY WITH LAW

The Project is consistent with the Code and the MPD Ordinance. This Agreement is consistent with the terms and conditions of the MPD Approval. The Project has been processed, considered and executed under the existing agricultural zone 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.

## 2.0 PROJECT DESCRIPTION

### 2.1 PROJECT ZONING AND DEVELOPMENT ENVELOPES

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

### 2.2 PROJECT ELEMENTS

The Project includes a mix of the Intended Uses, which include the following elements, except as may be modified pursuant to Section 10.4.2:

#### Residential Density

Dwelling Units	125 units
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#### Open Space and Trails (Recreation)

Primary Open Space	1,172.83 Acres (70.5%)
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18 Hole Championship Golf Course

Executive Short Golf Course

Private Trails

#### Support Facilities

As described in Section 4.1 and 4.3 below specifically, and this Agreement generally.

## **2.3 MPD SITE PLAN AND PROPERTY BOUNDARIES**

The Overall Land Use Plan, attached hereto as Exhibit “C” is derived from a scaled survey, but is at too small a scale to depict surveyed boundaries on the ground. Accordingly, the Development Parcel boundaries and their associated acreages shown on Exhibit “C” are approximate. A large version of the Overall Land Use Plan, with surveyed exterior boundaries, shall be kept on file with the City. Surveys of internal Project Phase boundaries will be submitted with Development Applications. The Development Parcel boundaries shown on the Overall Land Use Plan may be adjusted and/or consolidated pursuant to the processes set forth in Section 4.4 of this Agreement, so long as the general character, Open Space and Density of the Overall Land Use Plan is implemented, and all overall open space minimum requirements are met and is consistent with the Applicable Laws.

## **3.0 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 LAWS**

This Development Agreement is subject to Applicable Laws.

### **3.3 FUTURE APPLICATIONS SUBJECT TO FUTURE LAWS**

All future 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 January 21, 2020, the date the MPD and Phase I Preliminary Plat Application was determined complete by the City. Future development rights, obligations and responsibilities including application processing, fee schedules, procedures, policies, 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 this Section 3.3.

## **4.0 LAND USE AND PROJECT ELEMENTS**

### **4.1 MPD OVERALL SITE PLAN**

The City Council approved the following components of the Project entitled “Overall Land Use Plan” of the MPD Application: (i) the Overall Land Use Plan; (ii) description of land

use categories described in the Overall Land Use plan and the Village Illustrative Master Plan; and (iii) Non-Residential Development and a maximum of 125 Dwelling Units (all described as project elements in Subsection 2.2).

The Overall Land Use Plan shown on Exhibit “C” is not a surveyed map; the scale of each exhibit prevents a high level of detail. The Overall Land Use Plan shown on Exhibit “C” may shift and improve road alignments to further minimize impacts on sensitive area, and to show possible locations of land uses. The layouts shown on Exhibit “C” are only conceptual and may be modified pursuant to Development Applications without an amendment to this Agreement. Land uses in the project may include without limitation the following (consistent with this Agreement):

1. Additional uses as described below:
  - A. Agricultural/range staging
  - B. Maintenance facilities
  - C. Accessory Dwellings (ADUs)
  - D. Recreational support facilities and resort units - nightly rentals
  - E. Non-Residential Development (golf club, spa, chapel, kids club, sales center, outfitters, Welcome Center, amphitheater, practice facility, restaurants, theater)
  - F. Golf
  - G. Recreational support facilities (yurts, glamping, other recreational uses, and facilities)
  - H. Private trails and uses accessory to trails

## **4.2 TOTAL NUMBER OF DWELLING UNITS**

The total number of Dwelling Units allowed in the Project is 125 Dwelling Units. The predominant housing type will be Single Family residential.

## **4.3 SUPPORT FACILITIES**

The Project includes various support facilities consistent with the Code. The approved configuration and design depicted on the Overall Land Use Plan includes 303 nightly rental resort units located within Project.

## **4.4 OVERALL LAND USE PLAN AMENDMENTS**

The following Overall Land Use Plan amendments described in the Subsections below are allowed pursuant to the process and standards found in Section 12.0 of this Agreement. Overall Land Use Plan amendments shall not allow development of more Dwelling Units than the total amounts permitted under Subsections 4.1 and 4.2.

4.4.1 The residential Density within any Development Parcel may be adjusted as long as in no instance may the overall project exceed the allowed Maximum Dwelling Units.

4.4.2 Overall Land Use Plan amendments to Open Space areas as shown on Exhibit “G” shall be allowed pursuant to the Minor Amendment process, which may only be processed concurrently with the submittal to the City of a Development Application

and shall not modify the overall Open Space requirement set forth in Section 9.1 and may include converting entire Development Parcels to Open Space.

4.4.3 Although the Overall Land Use Plan shown in Exhibit “C” is not a specifically surveyed map, approximate acreages were assigned to each Development Parcel to aid in understanding the Overall Land Use Plan. The stated acreage of any Development Parcel may be increased or decreased concurrent with the processing of a Development Application without an amendment to the MPD Approval or this Agreement.

Typical reasons for altering the acreage of a Development Parcel include but are not limited to accommodating on the ground surveying or existing conditions, accommodating detailed engineering designs for necessary infrastructure, improving the location and/or access to active Open Space areas, enhancing protections for a sensitive Open Space area, and providing better clustering, buffers, or trail connections between neighborhoods. The acreage of a Development Parcel may not be increased or decreased if doing so alters the total Maximum Dwelling Units or target Densities for the Project as a whole.

4.4.4 The roadway alignments shown on the Roadway Plan (Exhibit “E”) may be modified pursuant to and concurrent with a Development Application (e.g., subdivision or binding site plan) without an amendment to the MPD Approval or this Agreement, subject to City approval.

4.4.5 Any other Overall Land Use Plan amendment (not listed above) may be processed as a Minor Amendment to the MPD Approval; otherwise, an MPD Land Use Plan amendment constitutes a Major Amendment.

## **4.5 INTERFACE WITH ADJOINING PROPERTIES**

When a Development Application for a Development Parcel along the Project Site perimeter is submitted, and the abutting property outside the Project to such Development Parcel is already developed on that submittal date, then the Development Parcel layout and design shall ensure the transition between the development within the Project that abuts development outside the Project Site is consistent with the Overall Land Use Plan (Exhibit “C”).

## **4.6 ADDITIONAL USE STANDARDS**

### **4.6.1 Construction/Field Offices**

Construction/field offices may be located within temporary buildings or modular structures throughout the Project Site and Master Developer shall obtain Building Permits and/or temporary certificates for occupancy of such structures, Model Homes, homes shows, sales offices, construction trailers or similar temporary uses in accordance with *Utah Code Ann.* §10-9a-802(2)(d) (2020).

### **4.6.2 Accessory Dwelling Units (ADUs)**



The Project is limited to 125 Accessory Dwelling Units (ADUs) on the Project Site. All ADU's shall comply with the ADU provisions, requirements and standards of the Code. All Accessory Dwelling Unit applications must be reviewed and approved by the DRC prior to submittal to the City for approval.

#### 4.7 PROCESS TO TRACK TOTAL DWELLING UNITS AND 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 4-7-4 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 floor area totals.

**Table 4-7-4 Target Unit Count by Phase**

Phase <sup>1</sup>	Target Dwelling Unit Range
1	1-102
2	1-10
3	1-20
4	1-20
5	1-51
<b>Maximum Total Allowed</b>	<b>125</b>

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 4-7-4 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.

#### 4.8 DEVELOPER IMPROVEMENTS

The design and mitigation measures described in this Agreement mitigate potential adverse environmental impacts directly identified as a consequence of development of the Project MPD Approval and this Agreement. Additionally, some elements of the MPD Approval and mitigation measures include provisions relating to improvements required by the City. As designed and with full implementation of all the mitigation measures, the Project build-out will adequately mitigate the potential adverse environmental impacts of the Project and, that through such mitigation measures, provisions will be made for: (i) the Project-Level Facilities needed to serve new growth as a result of the Project within the City and (ii) Master Developer to construct or pay a proportionate share of the cost of completing Regional Facilities.

## **5.0 CONSTRUCTION, SITE, LANDSCAPE AND SIGN STANDARDS**

All project construction will follow Applicable Laws. This Section of the Agreement sets additional standards for development of the Project. All Project Phases must comply with these standards and guidelines, as well as the Design Guidelines administered by the DRC.

### **5.1 DRC REVIEW REQUIRED FOR DESIGN GUIDELINES AND STANDARDS**

The DRC shall review and approve each Development Application, except for Utility Permits, for compliance with the project specific Design Guidelines prior to submittal for review and approval by the City. The DRC's approval shall be noted in each such Development Application, which shall be submitted for review and processing. In the event that the City determines that a Development Application does not comply with the Code, applicable Future Laws 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 Lot Size and Lot Width**

**A.** The City MPD Ordinance imposes a minimum lot size. The minimum lot size for Detached Single Family is 0.10-acre (4,356 sq. ft.) subject to specific conditions being met as described in the MPD Ordinance. The minimum lot size does not apply to alternative lot configurations per Section 5.2.6 of this Agreement. Alternative lot configuration lot sizes are dictated by product type, Setbacks, and other specific lot standards described in Section 5.0 of this Agreement.

**B.** The minimum width of a Flag Lot is 24 feet for the portion of the lot that serves as access. One driveway may access up to two (2) Flag Lots. Shared driveways serving non-Flag Lots may access up to five (5) lots provided that the driveway width is a minimum of 20 feet and 32' minimum right-of-way.

**5.2.2 Residential Setbacks and Maximum Height**  
**Table 5-2-2**

Area	Required Setbacks <sup>1, 10</sup> and Maximum Heights <sup>5, 7, 8</sup>					Maximum Building Height
	Front Yard @ Street/Garage	Front Yard @ Common Green	Side Yard <sup>2,3</sup>	Side Yard @ Corner Lot <sup>4</sup>	Rear Yard	
<b>AG-MPD</b>	10	10	5	10	12	35
<b>ALC<sup>9</sup></b>	3	0	10 Total <sup>10</sup>	5	10	35

**Notes:**

1. Measured to property or right-of-way line.
2. Note that side yard Setback does not apply to alternative lot configurations as provided in Subsection 5.2.6.
3. Use easements may be utilized for provision of private yards.
4. Setbacks at corner lots with buildings with wrap around porches may be reduced in half.
5. Maximum building height may be exceeded by 8' for distinctive architectural elements such as towers, cupolas and spires or other elements as approved by the City.
6. Table 5-2-2 does not apply to Flag Lots, see Section 5.2.5(F).
7. Access to escape and rescue windows shall be provided for in building design as required by the applicable City building code.
8. All secondary structure setbacks shall meet Code requirements.
9. Standards apply to all "alternate lot configurations" within the AG Zone.
10. Total of both side yard setbacks must total at least 10'.

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

**5.2.3 Allowed Encroachments into Setbacks**

A. When a primary egress window on the second floor of a building is directly above an encroachment on the first floor of the same building, such encroachment in that location within the 5' side yard Setback shall be limited to eighteen inches (18") measured horizontally from the outside wall of the foundation.

B. Uncovered decks, patios, walkways, window wells and other minor structural elements less than 18-inches in height; and fences six (6) feet in height or less; are exempt from Setback requirements.

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

D. Monument signs may be located within Setbacks. However, such signs shall be setback at least three (3) from the edge of the property or right-of-way line.

E. Encroachments shall only be allowed as long as 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.

F. Mechanical equipment shall be allowed within setbacks as long as they are sufficiently screened for visual and noise impacts.

#### **5.2.4 Measurement of Setbacks**

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

#### **5.2.5 Determining Residential Setbacks on Irregular Lots**

Irregular Lots are defined as lots that are non-rectangular, lots with three sides, or more than four sides, and require special measurement techniques in order to achieve the purpose of the specific Setbacks. The City may allow alternate Setbacks on irregular lots, other than those described below, in order to promote unique design opportunities.

**A.** Front Setbacks: Front Setbacks shall be measured from the property line that abuts the street from which the lot is addressed or takes primary public access. For an alley loaded lot, the front Setback is measured from the lot line furthest from the alley (refer to Alternative Lot Configuration Exhibit).

**B.** Rear Setbacks: In the case of an irregularly shaped lot, a line which is within the lot and parallel to and most distant from the front lot line shall be considered the rear lot line.

**C.** Side Setbacks: All lot lines, which are not defined as front or rear lot lines, shall be considered side lot lines.

**D.** Pie-Shaped Lots: Setbacks on pie-shaped lots shall be measured at the closest point between the proposed building and the angled lot line, perpendicular to that lot line.

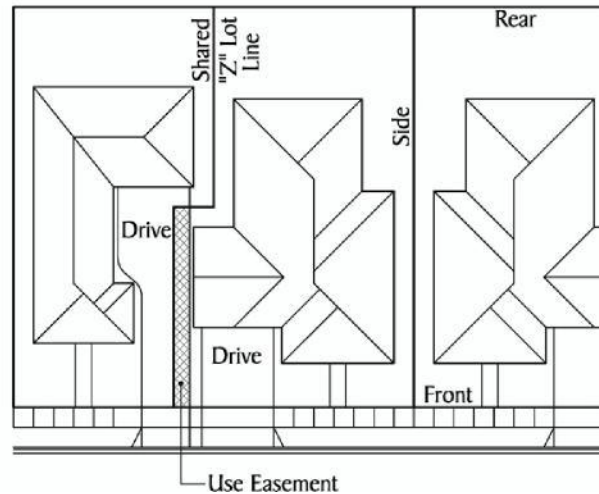
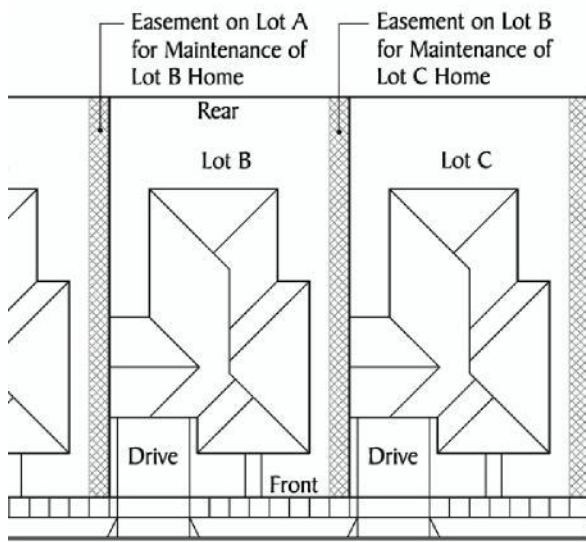
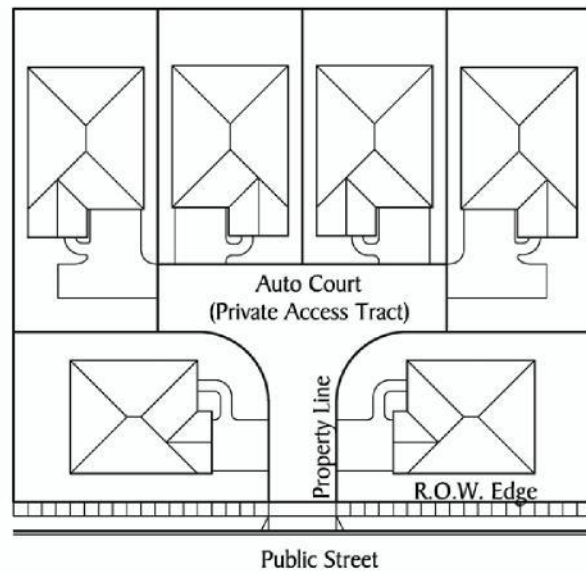
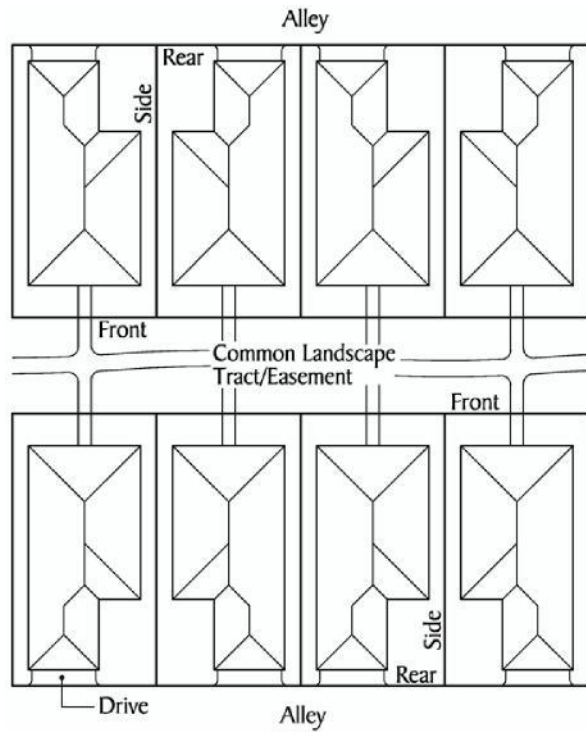
**E.** Cul-De-Sac Lots: Setbacks shall be taken from the nearest proposed foundation corner and measured perpendicular to the property lines.

**F.** Flag Lots: A Flag Lot is a lot so shaped that the building area is not adjacent to the street or alley on which the lot fronts, and which includes an access strip connecting the building area to the street or alley. Setbacks shall be applied at the enlarged area of the flag, and all Setbacks shall be a minimum of five feet, except that one side of a two-story or taller building shall have a minimum 8' Setback for fire access.

#### 5.2.6 Alternative Lot Configurations

In order to promote creative and unique site designs, Alternative Lot Configurations are allowed within the Project. Alternative Lot Configurations include, but are not limited to:

1. Common access easements/tracts configuration
2. Courtyards
3. Zero lot line development
4. “Z” lot configuration



Zero lot line development

"Z" lot configuration

*Illustrative examples of some alternative lot configurations; not to scale*

### 5.2.7 Non-Residential Development: Setbacks and Height

**A.** Setbacks for all Non-Residential Development or Open Space development shall be consistent with the International Building Code (IBC), Design Guidelines and the standards within Table 5-2-7 and subject to review by the DRC as established in Section 12.2.

**B.** Non-Residential Development Building Height

**Table 5-2-7. Non-Residential Development Building Height**

<b>Area of Project</b>	<b>Max. Building Height*</b>
Uses within Open Space	30'
All Other Uses	45'

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

## 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 match or are in addition to those set by the Code.

### 5.3.1 Minimum Parking Requirements

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

#### **A. Residential and Non-Residential Recreational Support Uses within the Project and Use Classifications**

Residential and certain support uses within the Project shall provide off-street parking spaces pursuant to the chart below. Guest parking may be satisfied by on street or shared lot parking.

<b>Use</b>	<b>Required Spaces Per Use</b>
Single-Family Dwelling	2
Accessory Dwelling Unit	1
Nightly Rental Resort Unit (recreational support facilities)	1

#### **B. Other Non-Residential Development within the Village Center**

Non-Residential Development parking spaces shall be provided within the Village Center as required to accommodate potential uses. Details on the number of spaces,



the use of shared parking and valet services shall be described in each subdivision plat or site plan application. It is the intent to provide adequate parking and maximize the efficiency of the parking within the project to the greatest extent possible.

## **5.4 SIGNAGE STANDARDS**

### **5.4.1 Sign Standards Applicability**

All Project Phases within the Project shall be subject to the definitions, standards, requirements and processes found within the sign ordinance section of the Code as well as the additional standards further detailed herein or Master Developer may opt to provide 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 Wohali Comprehensive Sign Plan (if provided) and Section 12.0 of this Agreement.

### **5.4.3 Real Estate and Construction Sign Program**

The Developer will 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. Master Developer or the Homeowners' Association shall provide enforcement for signage on private property. The City shall enforce the standards within any public right-of-way.

### **5.4.4 DRC Review**

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

#### **A. Design Standards**

- i. Resort identification signs shall be designed with similar materials and architectural character as the buildings within the area to provide a cohesive appearance.
- ii. Signs may be indirectly lit or have internally illuminated copy.

### **5.4.5 Neighborhood Identification Signs**

Neighborhood identification signs are allowed within the Project pursuant to the processes and standards set forth within the sign ordinance section of the Code or as approved as part of a comprehensive sign plan.

#### 5.4.6 Sign Standard Variances

The review procedures and standards for variances from sign standards are pursuant to the process and standards set forth in the Code.

### 5.5 LANDSCAPE STANDARDS

#### 5.5.1 Applicability

The provisions of this Section establish the landscape standards and plan for the Project and shall apply to all Project Phases within the Project except for detached Single Family residences, Accessory Dwelling Units, home occupations, Temporary Uses, accessory uses, Minor Utilities, and clearing and grading associated with these uses. All Project Phases, including those excepted above, are still subject to review by the DRC (except for Utility Permits) and to any applicable overall landscape proportion and percentage requirements in this Agreement.

#### 5.5.2 Review Process

- A.** A landscape plan designed or approved by either a landscape architect licensed in the State or approved landscape designer/contractor shall be submitted by an applicant to City for review and approval.
- B.** The landscape plans shall contain generally accepted industry standards and direction for planting and maintenance such as, but not limited to, tree and shrub planting, staking, irrigation as necessary, weed control measures and soil preparation.
- C.** Landscaping plans shall be approved by the DRC prior to submittal to the City for review and approval.

#### 5.5.3 Parking Lots

The purpose of Parking Lot landscaping is to soften the visual appearance, soften 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 with 12 or more stalls comply with the following:

- A.** Provide trees at a ratio of one tree to six stalls. Such trees may be located 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
- B.** The total of all interior landscaped areas shall be at least 10 percent of the total parking area (including parking, maneuvering and loading areas).

#### 5.5.4 Maintenance

- A.** Consistent with the Code, to the extent necessary to remain healthy and attractive, Master Developer shall ensure that all non-native landscaping shall be watered, weeded, pruned, freed 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 so as to reduce the width of public sidewalks or required pedestrian walkways.

**B.** 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**

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

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

## **6.0 INTERNAL STREET STANDARDS WITHIN THE PROJECT**

### **6.1 PURPOSE**

This Section describes standards for the design, configuration, maintenance and performance of all public and private streets within the Project. These internal street standards are designed to foster the development of a street system respective of the topography of the site and promote a rural design theme throughout the Project.

### **6.2 APPLICABILITY**

This Section 6.0 is applicable to all streets, roadways, alleys, private drives and other vehicular accessways proposed within the Project. Specific land uses, site conditions, visibility limitations and sensitive areas may result in variations to the minimum street 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 Laws. Adequate roadway capacity shall be provided by Master Developer within the Project Site to provide reasonable access to all Development Parcels while also minimizing impervious surfaces and roadway impacts.

### **6.3 STREET DESIGN**

Street alignment for the Project shall be as shown on the Roadway Plan (Exhibit "E") provided, however, that the City may approve road alignment(s) that differ from that shown on Exhibit "E" where necessary to meet the City Engineering Design and Construction Standards or to respond to project adjustments as required per site specific conditions as allowed.

All private roadway and any public roadway sections for all street types within the Project are set by this Agreement within Exhibit "F".

Master Developer will provide each required element on all streets and roadways as indicated within Exhibit “F”.

The City engineer may approve alternate roadway sections that vary from Exhibit “F” as part of a Project Phase, to respond to specific site characteristics and design constraints. Examples of variations that may be considered by the City include but are not limited to:

- Design speeds
- Road grades and slopes
- Curb return radius
- Lane geometry (cross-slope, crowns, inverted crowns, etc.)
- Curb types and locations
- Materials and surfacing requirements
- Road section standards
- Provisions for alternate access via private streets when minimum fire access is provided
- Traffic calming measures
- Removal of planter strips – Planter strips may be reduced or eliminated within or adjacent to a critical sensitive land area or buffer or along the side of a street that is adjacent to an Open Space area.
- Avoidance of sensitive area impacts.

## **6.4 STREET CONNECTIVITY**

### **6.4.1 Off-Site Connections**

The street layout for a proposed Project Phase shall include connections to all existing roadway connections to abutting parcels adjacent to the Project as shown on the Roadway Plan (Exhibit “E”). Connections to the existing public roadway (Coal Hollow Road) to the south provide seasonal emergency service accesses. Coal Hollow Road will continue to allow historic rights, including any rights held by the public. Coal Hollow Road will be redesigned and improved to conform to safety standards, including those required by applicable codes. No Project Phase shall be approved prior to satisfaction of the requirements of the North Summit Fire District.

### **6.4.2 On-Site Connections**

The connection points on the Roadway Plan (Exhibit “E”) are approximate. The actual design and location of connection points will be determined at the final engineering stage of Project Phases by Master Developer and City.

### **6.4.3 Primary Project Access**

The design of the primary project access (Wohali Way) is to extend from the Weber River Bridge to the Property as shown on the Roadway Plan (Exhibit “E”). The preliminary design and alignment of Wohali Way shall be completed by Master Developer prior to submittal of a residential building permit application to the City for Dwelling Units in the Project. The required Wohali Way improvements shall be

constructed by Master Developer and open for traffic prior to the City's approval of a residential Building Permit for the Project.

## **6.5 OWNERSHIP AND MAINTENANCE**

### **A. Ownership and Maintenance.**

All street rights-of-way will be privately owned and maintained by Master Developer or Homeowners' Association, except for public roads which include portions of Wohali Way and Icy Springs Road. All such private roads will be maintained by Master Developer or Homeowners' Association, and any public road will be maintained by the City except that the Homeowners' Association may enter into a winter maintenance agreement with the City to provide the same level of snow removal service to public roads. Maintenance of landscape tracts, planting strips and snow storage areas associated with streets within the Project will be provided by the Homeowners' Association or subset thereof pursuant to the provisions of Subsection 5.5.4 of this Agreement.

### **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 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. 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, shall have added to them 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. Should the private roadways/streets be cut or otherwise damaged during the maintenance/repair or due to utility failure or break of City owned utilities, it shall be the responsibility of the City to fully repair the roadways/streets affected.

## **7.0 WATER, SEWER AND STORMWATER UTILITY STANDARDS**

### **7.1 GENERAL REQUIREMENTS**

#### **7.1.1 Regional Facilities**

Regional Facilities may be necessary for development to occur on the Project Site. Master Developer shall design and construct any required upgrades to the Regional Facilities that are necessary to serve the Project Phases, consistent with the City's adopted level of service, or as otherwise specified by the MPD Approval and this Agreement. City and Master Developer shall enter into pioneering agreements for any infrastructure, including Regional Facilities, where Master Developer and City have mutually determined that a pioneering agreement will facilitate the reimbursement for costs incurred in developing and improving such infrastructure as set forth in such pioneering agreements. Such pioneering agreements shall include provisions requiring others connecting to infrastructure built with excess capacity to pay for their share of such capacity, including construction, and other reasonable costs and expenses incurred in developing the excess capacity. Nothing in a pioneering agreement shall preclude expenses from being reimbursed from more than one revenue source so long as Master Developer is only reimbursed once for infrastructure, including Regional Facilities.

#### **7.1.2 Project-Level Facilities**

Project-Level Facilities include on-site culinary and secondary water mains, sanitary sewer, irrigation and stormwater facilities. Project-Level Facilities will be Constructed by Master Developer as development progresses across the Project Site consistent with the Coalville City Engineering Standards and Construction Specifications as further detailed in this Section.

#### **7.1.3 Location and Type of Facilities Approximate**

The location and type of Regional Facilities shown on the Overall Sewer Utility Plan and Overall Water and Irrigation Utility Plan (attached hereto as Exhibits "I" and "J") are approximate and may change during the final design phase provided that the intent of the plans is met as reasonably determined by the City. Alternate means of achieving utility service to and within the Project Site on a temporary or permanent basis will be considered by the City through a Utility Permit application.

#### **7.1.4 Bonding for Project-Level Facilities and Regional Facilities**

Master Developer may defer Project-Level Facilities and Regional Facilities so long as the completion of the work is guaranteed by a performance/payment bond or other financial guarantee allowed under State law and Code. Consistent with *Utah Code Ann.* § 10-9a-604.5 (2020), the bond, or other financial guarantee, must be in a form acceptable to the City in an amount equal to the estimated construction cost of all the uncompleted work plus a 20% contingency. The City Engineer shall review Master Developer's estimate of the cost of the Project-Level Facilities and Regional

Facilities, identified in an approved set of civil construction drawings, guaranteeing the actual construction and installation of such Project-Level Facilities and Regional Facilities and payment for such Project-Level Facilities and Regional Facilities within a time frame to be set by the City Engineer consistent with this Section.

#### **7.1.5 Inspection and Acceptance of Project-Level Facilities and Regional Facilities**

The City, or agreed upon third-party inspector, shall make a reasonable effort to inspect Project-Level Facilities and Regional Facilities within one (1) business day of the inspection request, as long as the Project-Level Facilities and Regional Facilities are complete. The inspector shall determine whether the Project-Level Facilities and Regional Facilities are substantially complete and provide a written list of any corrections or additional work necessary for physical completion of the Project-Level Facilities and Regional Facilities within 7 days of the date of the inspection. The City, or agreed upon third-party inspector, shall make reasonable effort to provide one comprehensive written list upon which all subsequent inspections shall be based. The Project-Level Facilities and Regional Facilities shall be accepted by the City.

#### **7.1.6 Release of Bond or Financial Guarantee**

The City shall make a reasonable effort to fully release original bond or financial guarantee amounts within fourteen (14) days of City acceptance of the Project-Level Facilities and Regional Facilities according to the Coalville City Engineering Standards and Construction Specifications.

Original bond or financial guarantee amounts may be reduced at the reasonable discretion of the City. Financial guarantees will be fully released only after final acceptance of the subject Project-Level Facilities and Regional Facilities by the City Council.

#### **7.1.7 Ownership**

All water, sewer, irrigation and stormwater facilities within public and private rights-of-way or public and private easements will become part of the City's system upon acceptance by the City Council pursuant to the Coalville City Engineering Standards and Construction Specifications. All such facilities shall be maintained by the City with standard City maintenance protocol and procedures. Facilities within the Project developed to distribute water to golf facilities shall be private facilities maintained by Master Developer or its assigns. Some facilities within the public right-of-way may be privately owned and operated as long as the entity that owns and operates the facilities has a valid franchise agreement with the City.

#### **7.1.8 Deviation Review Criteria**

Deviations from standards are allowed consistent with the process and standards for Deviations found in the Coalville City Engineering Standards and Construction Specifications.



### 7.1.9 Impact Fees

The purpose of the City's Impact Fees is to collect funds to assure new users pay an equitable share of the City's water and sewer service capacity and facilities. Therefore, the City shall collect applicable Impact Fees for Project Phase and Building Permit approvals sought for the Project at the rate amount when the fee is collected.

## 7.2 WATER SYSTEM STANDARDS

### 7.2.1 Culinary Water Availability

Master Developer will pay to have all Project-Level Facilities for water infrastructure designed, approved, constructed, and connected to existing city systems. Master Developer will also pay all required connection fees, 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. Culinary water shall not be permitted for use in outdoor water features, ponds, landscape irrigation, or other similar non-essential water use purposes.

### 7.2.2 Secondary Water

Master Developer shall locate and cause to be contributed or made available to City new irrigation water sources appropriate for inclusion in the secondary water system for the golf course for the Project. Master Developer shall construct required infrastructure and pay lease costs for water leased from the Weber Basin Water Conservancy District and/or any other provider of water services. Master Developer shall have the right to use any and all secondary water that it has paid the associated lease costs for until such time as the City requests the use of said water. City shall have the first right of use for any and all secondary water and shall pay for the costs of the water it uses. To the extent the Master Developer has paid for the annual lease costs of the water, the City shall reimburse Master Developer for the costs of the water the City impounds for its purposes. The City shall provide a minimum of 12 months written notice of the City's intent to redirect any river water in use by the Master Developer for other general municipal purposes. City shall then bear the responsibility to pay for their pro rata share of the annual water bill due to the Weber Basin Water Conservancy District. Master Developer shall not be assessed any additional fees or issued any other bills or invoices for secondary water beyond the annual payment required by the City's contracts with Weber Basin Water Conservancy District. Master Developer shall be required to source or be made available all non-residential secondary water including golf course irrigation water and all resort related secondary water for all support recreational facilities as described in Section 4.1 and 4.3 specifically, and this Agreement generally. The City shall provide all residential secondary water for the MPD approved 125 residential home sites. Residential secondary water fees will be the same as fees for secondary water use in other areas of the City.



## Water System Design and Construction

**A.** All Project-Level Facilities and Regional Facilities for water system facilities (on and off-site) required for service to the Project shall be designed and Constructed by Master Developer, in accordance with the Overall Sewer Utility Plan and Overall Water and Irrigation Utility Plan, and the Coalville City Engineering Standards and Construction Specifications and will become part of the City's system upon acceptance by the City Council. The Project-Level Facilities for water systems serving the Project shall be the responsibility of the City, provided that Master Developer pay to have the connecting infrastructure designed, approved and constructed. It is the City's responsibility to provide all required water service to the Project based on the available capacity provided that the development meets all zoning requirements appertaining to the property comprising the Project. However, the City has no responsibility or obligation to provide secondary irrigation water to the golf courses.

**B.** Fire flows, hydrant locations and distribution must comply with the then applicable Uniform Building Code requirements.

**C.** Pursuant to the Uniform Building Code requirements, sufficient quantity and duration of fire flows shall be available prior to the start of any combustible construction. Such requirements apply to the areas actually under construction; areas under construction but without structures are not required to have fire flows until combustible construction begins.

**D.** All secondary water for residential use shall be metered at the point of extraction from the Wohali secondary water storage reservoir. All secondary water pumps shall also be metered for electrical power usage. The City shall be required to pay for all costs related to residential home sites secondary water distribution. To the extent that residential secondary water and non-residential irrigation water are both transferred from the Weber River to the Wohali storage reservoir, the City and the Master Developer shall each pay their proportionate share of the costs associated with the transfer of water. Said costs shall be calculated on a percentage of use basis. Each residential property owner shall pay their monthly secondary water usage fee assessment as required by the City in effect at the time.

### 7.2.3 Water Connection and Impact Fees

Project Phases and Building Permit approvals within the Project shall be required to pay the City's applicable connection and Impact Fees. Master Developer shall be granted impact fee credits, or be reimbursed equal to the cost incurred, for construction of those Coalville City public infrastructure facilities that serve residents of Coalville beyond the Project on a proportionate use basis.

### 7.2.4 Regional Water Facilities

The Overall Water and Irrigation Utility Plan provides one alternative for the general location of on and off-site water mains, pressure reducing valves, and pump station(s) to be Constructed by Master Developer. Water from existing City facilities will be delivered to the Project Site using gravity flow, pump station(s), or water tank(s) to serve the appropriate pressure zone.

Master Developer may seek alternate means of achieving water service to and within the Project through the Utility Permit application and approval process set forth in the Code and Coalville City Engineering Standards and Construction Specifications.

## **7.3 SANITARY SEWER DESIGN STANDARDS**

### **7.3.1 Sewer Availability**

This Agreement acknowledges and confirms that there is existing sewer capacity availability to service 125 Dwelling Units and other Non-Residential Development in the Project, including, but not limited to, 303 support facilities operated as resort unit nightly rentals. Future sewer service capacity will be evaluated and confirmed with the review and approval of each phase of the Project (refer to Section 11.3 and 11.4).

### **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 and Constructed 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**

Pursuant to Section 7.1.9 above, Project Phases and Building Permit approvals within the Project shall be required to pay the City's applicable Impact Fees.

### **7.3.4 Regional Sewer Facilities**

The Overall Sewer Utility Plan (Exhibit "I") shows the general location of the proposed sewer collection system, force mains and new pump station(s) that will pump wastewater to a City designated discharge location. Approximate facility locations are shown on (Exhibit "I"), final locations are subject to City review and approval.

## **7.4 STORMWATER MANAGEMENT STANDARDS**

### **7.4.1 Stormwater Facilities Availability**

Stormwater facilities must be provided consistent with the Coalville City Engineering Standards and Construction Specifications and further detailed in Section 7.4. When constructing a Project Phase, Master Developer (and successors-in-interest) must comply with both the stormwater standards applicable to all zones for all Project

Phases (see Section 7.4.4.), as well as the specific stormwater standards applicable to the stormwater zone in which the Project Phase is located.

For each proposed Project Phase, a storm drainage report providing for preliminary sizing of facilities must be provided that evaluates the proposal and specifies the facilities necessary to meet the standards in the Coalville City Engineering Standards and Construction Specifications and this Agreement. Construction of temporary or permanent water quality and/or detention ponds, infiltration facilities, storm drains, water quality facilities, wetland recharge or other stormwater facilities may be required by the City to ensure that the facilities necessary to serve a Project Phase are in place or will be provided.

#### **7.4.2 Stormwater Facilities**

The components of the stormwater management plan for the Project Site include infiltration of stormwater into the shallow aquifer through infiltration facilities; conventional ponds; wetland recharge; water quality treatment facilities and regional stormwater management facilities.

Facilities to serve the entire Project have been planned and approximate locations determined. Master Developer shall be required to obtain all necessary permits from Coalville City for construction, including any necessary approval or agreement authorizing the City to perform necessary maintenance of storm water ponds or detention basins. Master Developer shall submit engineering plans to the City for approval.

Alternate means of achieving stormwater service within the Project may be authorized through a Utility Permit, including deviations from stormwater facilities listed in the Overall Sewer Utility Plan, when justified by a technical analysis, risk assessment.

#### **7.4.3 Stormwater Management Requirements**

Master Developer shall comply with the stormwater management requirements provided below. In the event of a conflict between these requirements and the Stormwater Management Design Standards set forth in Section 7.4.4 of this Agreement, this Agreement shall prevail.

**A.** Prevent impacts to the Icy Springs Water Source Protection Zone by assuring no increase in phosphorus or other contaminants occurs associated with the Project development within the protection zone through periodic water sampling of the City's water system at Icy Springs. No net increase can be accomplished by on-site or off-site source or mechanical controls, control of phosphorus from golf courses, or other methods approved by the City.

**B.** Pursuant to the Icy Springs Drinking Water Source Protection Plan Update, dated December 2017, maintain surface water and groundwater quality and quantities.

- C. Recharge groundwater with stormwater infiltrated using Low Impact Development techniques and infiltration facilities.
- D. Utilize clean roof run-off to recharge wetlands, streams and groundwater to the greatest extent feasible.
- E. Provide a menu of stormwater treatment options ranging from ponds to rain gardens.
- F. Minimize impacts to Echo Reservoir water levels by ensuring that the volume of stormwater infiltrated into the shallow outwash upgradient of Echo Reservoir is approximately the same as that which infiltrates under predeveloped conditions
- G. Avoid impacts to steep slopes by routing excess stormwater away from slopes to a stormwater management facility.
- H. Provide a proactive, responsive temporary erosion and sediment control plan to prevent erosion and sediment transport and protect receiving waters during the construction phase.
- I. Construct a stormwater system that does not burden the City with additional maintenance costs.
- J. Maintain a stormwater system that allows for adaptive management of detention and discharge rates and allows for redirection of stormwater overflows when environmental advantages become apparent.

#### **7.4.4 Stormwater Management Design Standards**

Developable area, areas of impervious and pervious surface, area of rooftops, the amount of stormwater that can be infiltrated into the shallow outwash must be determined for ultimate stormwater balance calculations. Water balance calculations will need to be performed based on actual developed conditions to ensure water balance goals are met.

Individual Project Phases shall meet the overall stormwater management requirements and shall provide calculations of the amount of stormwater discharged. Master Developer shall maintain a running tally and will manage the water balance requirements for each stormwater zone to ensure that the water balance goals are met.

Stormwater facilities shall be designed to meet the requirements of the any applicable Stormwater Pollution Prevention Plan (SWPPP) that complies with a National Pollutant Discharge Elimination System (NPDES) permit. In the event that new stormwater standards are adopted by the City prior to the beginning of a new Project Phase, the new Project Phase shall comply with the new standards; provided, however, that Master Developer shall not be required to resize stormwater facilities already constructed except as required by state or federal law.

## **8.0 SENSITIVE LAND AREAS STANDARDS**

### **8.1 SENSITIVE LANDS AREAS ORDINANCE APPLICABILITY**

All development within the Project shall be subject to the standards, requirements, and processes of the Sensitive Land Area provisions in the Code. The sensitive land areas jurisdictional determination and sensitive land area studies have been completed and verified for the Project. Any Project Phase that does not propose any changes or alterations to sensitive land areas or their buffers as shown in the studies described in Subsection 8.2 has met the jurisdictional determination requirements of the sensitive land areas, such that no additional studies need to be submitted with the Development Application.

### **8.2 SENSITIVE LAND AREAS DETERMINATIONS**

Consistent with the Sensitive Land Areas Ordinance, at the time of construction, sensitive areas and their established buffers or boundaries shall be clearly identified and marked in the field or approved limits of disturbance shall be marked or flagged that avoid all areas of sensitive lands.

#### **8.2.1 Wetland/Drainageway Determinations and Delineations Final**

The presence and absence of wetlands, drainageways, and delineations, consistent with the Sensitive Lands Areas Ordinance, have been determined for the Project and are deemed final and complete through the term of this Agreement.

#### **8.2.2 Reserved**

#### **8.2.3 Steep Slope/Ridgeline Areas**

Steep Slope/Ridgeline areas for the Project were evaluated and determined for the Project and are deemed final and complete through the term of this Agreement.

#### **8.2.4 Vegetation Areas**

Vegetation areas and types for the Project were evaluated and determined for the Project and are deemed final and complete through the term of this Agreement.

#### **8.2.5 Icy Springs Water Source Protection Zone Boundary**

The Icy Springs water source protection zone boundary within the Project was evaluated according to the Coalville Source Protection Plan Update, dated December 2017. The source protection zone boundary for the Project is deemed final and complete through the term of this Agreement.

## 9.0 OPEN SPACE AND TRAIL STANDARDS

### 9.1 OVERALL OPEN SPACE REQUIREMENT

The Project is required to provide at least 1,172.83 acres of total Open Space as shown in the following table:

**Table 9-1 Open Space Calculations**

	Gross Acres	Total Percentage of MPD
The Property	1,664.04	100%
*Total Open Space	1,172.83	70.5%

\*Total open space includes golf course areas as “open space, landscaped” under the Code.

### 9.2 TRAILS PLAN

Master Developer shall design and construct private trails throughout the Open Space. The approximate location and type of private trails to be provided by Master Developer shall be on a Project Phase by Project Phase basis, and will be defined through Project Phase approvals. Trail segments shall be designed and constructed up to the boundaries of each Project Phase, as applicable. The actual alignment of the trails may vary in the field to avoid hazards or create a better trail experience based on site specific conditions.

#### 9.2.1 Open Space and Sensitive Land Areas

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.

#### 9.2.2 Trails

All trails will be owned and maintained by the Homeowners’ Association or Master Developer. Details on trail dimensions, function, surfaces and standards for design shall be submitted and included in the DRC review contemplated by Section 12.2.

## **10.0 DETERMINATIONS, AMENDMENTS & EXPANSION PARCEL REVIEW PROCESS**

### **10.1 RESERVED**

### **10.2 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.

### **10.3 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. The City shall decide in writing within fourteen (14) days of receiving a written request for clarification of this Agreement. The City's written decision may be appealed by Master Developer to the City Council within ten (10) days, or other appeal authority designated. A hearing on the appeal shall be held within thirty (30) days following the date upon which the request for an appeal is filed, and any decision shall be subject to the mediation provisions of Section 12.4.1, or, if mediation would be ineffective, to district court to seek relief under this Agreement.

#### **10.3.1 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.

### **10.4 AMENDMENTS**

#### **10.4.1 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 pursuant to the process described herein. The processes for reviewing Major and Minor Amendments to the MPD Approval are outlined in Subsection 12.7.9 of this Agreement.

#### **10.4.2 Amendments to the Development Agreement**

An Amendment to this Agreement may be requested by Master Developer pursuant to the standards outlined herein. Amendments to this Agreement that increase overall Density as set forth in the original MPD Approval shall be considered "Major" and shall be reviewed by the same procedures applicable to a new master planned development request, as set forth in Applicable Laws. Amendments that do not increase overall Density as set forth in the original MPD Approval shall be considered "Minor" and may be approved by the appropriate official within the City. Master Developer may amend



this Agreement without obtaining the consent, agreement or approval of Sub-developers or any purchasers of lots or units within the Project.

## **11.0 PROJECT PHASING**

### **11.1 PHASING PLAN APPROVED**

The Phasing Plan attached hereto as Exhibit “D” is approved as the “preliminary plan” for the Project, as defined in Subsection 8-2-060 of the Code.

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 City and Master Developer have agreed to the infrastructure improvements listed in the tables included in this Section 11.

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.

### **11.2 PHASING OF IMPROVEMENTS**

This Section describes the phasing and timing of infrastructure within and outside of the Project. However, 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.



### 11.3 PHASING AND CONSTRUCTION OF ON-SITE INFRASTRUCTURE IMPROVEMENTS

**A. Phasing.** 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.

**B. 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 PHASING AND CONSTRUCTION OF OFF-SITE INFRASTRUCTURE IMPROVEMENTS

**A. Phasing.** 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.

**B. 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**

- A.** 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.
- B.** Open Space Protection. The details of Open Space protection shall also be identified with each Project Phase during the Final Plat review and approval process.
- C.** Workforce Housing. The Project shall include workforce housing located on maintenance or another parcel supporting the Recreational Facilities or on parcels outside of the Project Site. Workforce Housing shall be deed restricted and does not count against approved dwelling units or resort units.

## **12.0 DEVELOPMENT REVIEW PROCESS**

### **12.1 APPLICABILITY**

This Section applies to all Project Phases within the Project.

### **12.2 DRC**

A Design Review Committee (DRC) shall be established by Master Developer. The DRC shall ensure that Project Phases within the Project are consistent with the Project specific design standards and guidelines as applicable and shall have sole responsibility for ensuring compliance with the Design Guidelines. Except for Utility Permits, all Development Applications, including any formal modifications to Project Phase approvals and ADU applications, must be reviewed by the DRC before the application or formal modification 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.

### **12.3 BUILDING ENVELOPE REVIEW PROCESS**

The DRC will provide individual lot feature maps for single-family lots within the Project. These lot feature maps will identify building setbacks as required for each Lot for the area within which the Lot is located and as detailed on Table 5.2.2 of this agreement. In addition, each Lot feature map may identify a more restricted and defined Building Pad for each lot that all vertical construction must be kept within. This building pad will help ensure that the areas outside of the defined building pad will remain unbuilt and be undisturbed providing for additional open spaces for the project beyond the required total open space provided. The building pads shown on the lot feature maps are not part of a recorded plat and may be

adjusted as allowed by the DRC. Driveway access shall comply with the requirements of the Code.

## **12.4 APPLICATION REVIEW PROCEDURES**

### **12.4.1 Procedures Applicable to All Project Phases**

#### **A. Informal Feasibility Consultation**

Potential Project Phase applicants are required to hold a project feasibility meeting with Master Developer and City prior to detailed work being performed by an engineer, architect, landscape architect or planner.

The purpose of this meeting is to work collaboratively with the City and to eliminate as many potential issues as possible in order for the Development Application to be processed without delay and undue expense. The City will make available all pertinent information that may relate to the proposal and take a collaborative approach to addressing any issues.

#### **B. Processing Under Applicable Laws**

Approval processes for Development Applications shall be as provided in the Applicable Laws except as otherwise provided in this Agreement. Development Applications shall be approved by the City if they comply with the Applicable Laws and conform to this Agreement. The City shall cooperate reasonably in promptly and fairly processing Development Applications.

Any Development Application requiring the signature, endorsement, or certification and/or stamping by a person holding a license or professional certification required by the State in a particular discipline shall be so signed, endorsed, certified or stamped signifying that the contents of the Development Application comply with the applicable regulatory standards of the City. The Development Application shall thus generally be deemed to meet the specific standards which are the subject of the opinion or certification without further objection or required review by an agency of the City. It is not the intent of this Section to preclude the normal process of the City's "redlining", commenting on or suggesting alternatives to the proposed designs or specifications in the Development Application. Generally, the City should endeavor to make all of its redlines, comments or suggestions at the time of the first review of the Development Application unless and changes to the Development Application raise new issues that need to be addressed.

#### **C. Outsourcing of Processing of Development Applications**

Within fifteen (15) days after receipt of a Development Application upon the request of either Party, the Parties will confer and determine whether the City and/or the Applicant wishes the City to Outsource the review of any aspect of the Development Application to ensure that it is processed on a timely basis. If either Party determines that Outsourcing is appropriate, the Applicant shall pay the actual

hourly review cost incurred by the City for such services (either overtime to City employees or the hiring of a City Consultant). Upon completion of the Outsourcing services and the provision by the City of an invoice (with such reasonable supporting documentation as may be requested by Applicant) for the actual differential cost of the application fees and the cost of paying the hourly review of the City Consultant and City Staff support for review the application Applicant shall, within ten (10) business days pay or receive credit (as the case may be) for any difference between the differential cost for the additional Outsourcing and the actual application fee

#### **D. Non-City Agency Reviews**

If any aspect or a portion of a Development Application is governed exclusively by a Non-City Agency an approval for these aspects does not need to be submitted by Applicant for review by any body or agency of the City. The Applicant shall timely notify the City of any such submittals and promptly provide the City with a copy of the requested submissions. The City may only grant final approval for any Development Application subject to compliance by Applicant with any conditions required for such Non-City Agency's approval.

#### **E. City Denial of a Development Application**

If the City denies a Development Application the City shall provide a written determination advising the Applicant of the reasons for denial including specifying the reasons the City believes that the Development Application is not consistent with this Agreement, the MPD Approval and/or the Applicable Laws (or, if applicable, the Future Laws).

#### **F. Meet and Confer regarding Development Application Denials; Mediation**

The City and Applicant shall meet within fifteen (15) business days of any Denial to resolve the issues specified in the Denial of a Development Application. If the City and Applicant are unable to resolve a disagreement, the Parties shall attempt within ten (10) business days to appoint a mutually acceptable mediator with knowledge of the issue in dispute. If the Parties are unable to agree on a single acceptable mediator they shall each, within ten (10) business days, appoint their own representative. These two representatives shall, between them, choose the single mediator. Applicant shall pay the fees of the chosen mediator. The chosen mediator shall within fifteen (15) business days, review the positions of the Parties regarding the mediation issue and promptly attempt to mediate the issue between the Parties. If the Parties are unable to reach agreement, the mediator shall notify the Parties in writing of the resolution that the mediator deems appropriate. The mediator's opinion shall not be binding on the Parties. The mediation provision in this Section does not preclude Applicant from filing appeals under Utah law.

### **12.5 PUBLIC NOTICE REQUIREMENTS**

Public notice shall be provided in accordance with the Land Use Act.

## **12.6 AMENDMENTS TO DEVELOPMENT APPLICATIONS**

Amendments to Development Applications may be allowed as a Minor or Major Amendments and shall be processed pursuant to this Agreement.

## **12.7 APPLICABILITY, DECISION CRITERIA AND APPROVAL SPECIFIC REQUIREMENTS**

### **12.7.1 Construction Permits**

#### **A. Building Permits**

The International Residential Code, International Building Code, International Fire Code and other construction codes in effect in the City, or amendments thereto, on the date of filing a complete Building Permit application shall apply to such application.

#### **B. Utility Permits**

All improvements within public or private right-of-way and/or public easements, and all improvements intended for ownership, operations or maintenance by the City shall be consistent with the City Engineering Standards and Construction Specifications.

#### **C. Clearing and Grading**

All clearing and grading activities shall be consistent with the clearing and grading standards of the Code and City Engineering Standards and Construction Specifications. The City shall be responsible for administration of clearing and grading permits.

### **12.7.2 Lot Line Adjustments and Plat Amendments**

All lot line adjustments and plat amendments shall be processed consistent with the requirements of the Code and the Land Use Act.

### **12.7.3 Overall Land Use Plan Amendments**

Overall Land Use Plan amendments described in Subsection 4.4 of this Agreement shall be allowed upon the following findings by the City:

**A.** Roadway, stormwater, water, secondary water and sewer system improvements necessary to support the change are in place or will be provided at the time of occupancy; and

**B.** The Overall Land Use Plan amendment will not result in the Maximum Dwelling Units to be exceeded or the total area of designated Open Space to be reduced unless a Major Amendment to the MPD Approval is approved pursuant to the Code.

#### **12.7.4 Site Plan Review**

Site plan review and approval for Non-Residential Development buildings or improvements shall be processed pursuant to the Code.

#### **12.7.5 Home Occupation**

Home Occupations shall be consistent with the requirements of the Code.

#### **12.7.6 Conditional Use Permit**

Conditional Use Permits shall be consistent with the requirements of the Code.

#### **12.7.7 Accessory Dwelling Unit (ADU)**

ADUs shall be consistent with process and requirements of the Code.

#### **12.7.8 Variance**

Variances shall be consistent with the Code.

#### **12.7.9 Amendments to MPD Approval**

**A.** Minor Amendments: Applications for Minor Amendments to the MPD Approval shall be processed as set forth in this Agreement.

**B.** Major Amendments: Applications for Major Amendments to the MPD Approval shall be processed as a Master Planned Development pursuant to the requirements of the Code.

#### **12.7.10 Consolidation of Major Amendments**

If a proposal by Master Developer requires a Major Amendment to both the MPD Approval and this Agreement, the applications shall be processed concurrently unless the City determines that separate processing will result in a more efficient or effective review process.

### **12.8 BONDING FOR IMPROVEMENTS**

Financial surety for improvements required within Section 7.0 shall be subject to the Coalville City Engineering Standards and Construction Specifications and *Utah Code Ann.* § 10-9a-604.5 (2020). All other permits shall provide bonding surety or other financial guarantee as required by the Code and *Utah Code Ann.* § 10-9a-604.5 (2020). Coalville City may require additional bonding and/or extended guarantee periods due to the complexity, significance and perpetuity of the infrastructure and water protection assurances in accordance with *Utah Code Ann.* § 10-9a-604.5 (2020).

#### **12.8.1 Bonding for Improvements**

At the discretion of Coalville City, Master Developer may defer any required improvement so long as the completion of the work is guaranteed by a performance bond or other financial guarantee. The bond, or other financial guarantee, must be in a form acceptable to the City in an amount allowed by *Utah Code Ann.* § 10-9a-604.5 (2020). The actual construction and installation of such improvements shall be completed within the required time frame set by the Code.

#### **12.8.2 Inspection and Acceptance of Improvements**

The City shall exercise its best efforts to inspect improvements within three (3) business days of the inspection request. The inspector shall determine whether the improvements are substantially complete and provide a written list of any corrections or additional work necessary for physical completion of the improvements within seven (7) business days of the date of the inspection. The City shall make every effort to provide one comprehensive written list upon which all subsequent inspections shall be based. The improvements shall be presented to the City Council for final action accepting or rejecting the improvements after final inspection and determination of complete construction.

**A.** A qualified third-party inspector may be retained to assist the City with inspections if needed to facilitate construction timeframes. The cost of the third-party inspector shall be borne by Master Developer according to a mutual agreement with the City.

#### **12.8.3 Release of Bond or Financial Guarantee**

Original bond or financial guarantee amounts will be fully released within fourteen (14) days of acceptance of the improvements by the City Council.

### **13.0 MISCELLANEOUS ADDITIONAL STANDARDS AND REQUIREMENTS**

#### **13.1 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.

#### **13.2 FIRE PROTECTION**

Impacts to fire protection services throughout the Project shall be mitigated through the payment of generally applicable fire district fees and construction of improvements in accordance with all applicable codes.

#### **13.3 FISCAL IMPACT ANALYSIS.**

Master Developer has provided fiscal impact analyses in terms of projected taxes to be generated from the Project and other costs and financial benefits associated therewith. Master Developer shall update and include a fiscal impact component to its periodic updates to City with each Project Phase.



### 13.4 ON-SITE PROCESSING OF NATURAL MATERIALS

Master Developer may use the natural materials located on the Property such as sand, gravel, and rock, and may process such natural materials into construction materials such as aggregate or topsoil for use in the construction of infrastructure, homes or other buildings or improvements located in the Project and other locations outside the Project. Master Developer shall make an application for all such uses pursuant to the processes provided in the Applicable Laws. In connection with the foregoing, City hereby approves the temporary grading and exporting of excess dirt material for development of the Project, as necessary to effectuate, and in accordance with, the MPD Approval. Master Developer or its grading contractor may export and engage in incidental sales of the excess dirt materials resulting from such activities. Master Developer may not apply for approval for the production of concrete and asphalt within the Project.

### 14.0 DEFINITIONS

- **Accessory Dwelling Unit (ADU)** – See Code definition.
- **Agreement** – This Agreement including all of its exhibits.
- **Applicable 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 January 21, 2020, a digital copy of which is attached as Exhibit “K”.
- **Applicant** – A person or entity submitting a Development Application or a request for a Minor or Major Amendment.
- **Build-Out Period** – A “Build-Out” Period of twenty (20) years 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 any Project Phase.
- **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. When a provision of this Agreement contemplates Master Developer seeking consent or approval by the City, the request for approval or consent shall be considered and decided by the appropriate administrative or executive official within the City, and not other decision-making bodies unless required under Applicable Law.
- **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 as set forth in the Applicable Laws, incorporated herein by this reference.
- **Coalville City Engineering Standards and Construction Standards** – The Coalville City Engineering Standards and Construction Specifications, incorporated herein by this reference.
- **Constructed** – Bonded for or substantially completed.
- **Construction Permits** – Building Permits, Utility Permits (utilities and streets), clearing, grading, sign 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.
- **Denial** – A written denial issued by the final decision-making body of the City for a particular type of Development Application but does not include review comments or “redlines” by City staff provided to allow updates or revisions to a Development Application.
- **Densit[y][ies]** – The number of Dwelling Units allowed.
- **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, a Building Permit or any other permit, certificate or other authorization from the City required for development of the Project.
- **Development Parcel** – A parcel shown generally as an individual parcel on the Overall Land Use Plan, Exhibit “C”.
- **DRC** – The design review committee established pursuant to Section 12.2.
- **Dwelling Unit** – A “dwelling” as set forth in the Code.
- **Final Plat** – 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 a Subdivision of any portion of the Project.
- **Flag Lot** – A lot with a narrow lot frontage that serves as private road or driveway access to a serving roadway, with the buildable area located to the rear of the lot.
- **Future Laws** – The 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 a part of 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 homes, townhomes, and condominiums, private facilities, nightly rentals, Recreational Support Facilities, Non-Residential Development, Recreational Facilities, Open Space, Temporary Use, accessory and supporting uses, Parks, trails, recreation courts and other uses as generally depicted in the MPD Application and allowed in the AG zone.
- **Land Use Act** – *Utah Code Ann.* § 10-9a-101, *et seq.* (2020).
- **Low Impact Development** – A planning and engineering approach to site and stormwater design that emphasizes conservation and the use of on-site natural features to protect water quality.
- **Major Amendment** – Any amendment to this Agreement or the MPD Approval that increases overall Project Density as set forth in the original MPD Approval.
- **Master Developer** – Wohali Partners, LLC, so long as Wohali Partners, LLC, owns the majority of any then-undeveloped Development Parcel in the Project, or any Master Developer Transferee. Upon a transfer from Wohali Partners to a Master Developer Transferee, all references in this Agreement to Wohali Partners 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 Wohali Partners, LLC, acquiring an interest or estate (except for security purposes only) in the majority of the Property, including the then-undeveloped portion thereof, and including transfer of all interests through foreclosure (judicial or non-judicial) or by deed in lieu of foreclosure. “Master Developer Transferee” also means any successive person or entity similarly acquiring such an interest or estate from a previous Master Developer Transferee.
- **Maximum Dwelling Units** – The development on the Property of One Hundred Twenty-Five (125) Dwelling Units.
- **Minor Amendment** – Any and every 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, that may be approved by the City as provided in Section 12.7.

- **Model Home** – Display home or unit and related real estate sales and display offices/activities.
- **MPD Application**– The “land use application” Wohali Master Planned Development Application submitted to the City on January 17, 2020 and determined complete by the City on January 21, 2020.
- **MPD Approval** – The master planned development entitled “Wohali” approved by the City Council adopting findings, conclusions and conditions in the form attached hereto as Exhibit “L”.
- **MPD Ordinance** – Title 8, Chapter 6 of the Coalville City Development Code, as existing in the Applicable Laws.
- **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 Recreational Support Facilities, support commercial uses, buildings or other improvements including resort unit/support facility nightly rentals, golf courses, golf club house, maintenance buildings, spa, tennis and pickleball courts, swimming pool/hot tubs, splash pad, welcome center, trails, yurts, shooting range, and other similar uses.
- **Open Space** – Open Space means all areas shown as sensitive areas, Open Space, trails, Parks and golf course areas on the Overall Land Use Plan (Exhibit “C”) and the Open Space Plan (Exhibit “G”), and any land subsequently designated as Park, Open Space, or aesthetic stormwater or water storage pond through a Development Application.
- **Open Space Plan** – The Open Space Plan attached to this Agreement as Exhibit “G”.
- **Outsourc[e][ed][ling]** – 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 as is more fully set out in this Agreement.
- **Overall Land Use Plan** – The Overall Land Use Plan attached to this Agreement as Exhibit “C”.
- **Overall Sewer Utility Plan** – The Overall Sewer Utility Plan attached to this Agreement as Exhibit “I”.
- **Overall Water and Irrigation Utility Plan** – The Overall Water and Irrigation Utility Plan attached to this Agreement as Exhibit “J”.

- **Park** – A piece of land, privately 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 plazas, playfields, playgrounds, trails, gardens, natural areas, interpretive centers, camping, picnic areas, restrooms, utilities and Open Space.
- **Phasing Plan** – The Phasing Plan attached to this Agreement as Exhibit “D”.
- **Planning Commission** – The City’s Planning Commission established by the Code.
- **Project** – The development to be constructed on the Property pursuant to this Agreement with the associated Intended Uses, Densities, and all of 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). If Project-Level Facilities for several Development Parcels are combined or shared, they are still considered Project-Level Facilities.
- **Project Phase[Sub Phase]** – A development of a portion of the Project subsequent to the execution of this Agreement, which implements or is otherwise consistent with this Agreement and the MPD Approval.
- **Project Site** – The entire area contained within the Project boundaries as described and visually depicted in Exhibit “B”.
- **Property** – The real property legally described in Exhibit “A” and to which the MPD Approval applies.
- **Recreational Facilities** – Recreational Facilities include, but are not limited to: Parks, clubhouse, open space, trails, golf courses, sports and play fields, swimming pools, campgrounds, cross country skiing, and other indoor and outdoor recreation facilities.
- **Recreational Support Facilities** – Facilities and uses supporting or associated with the Recreational Facilities.
- **Regional Facility** – An on- or off-site element of infrastructure that serves land uses located within and outside the Project Site, regardless of the location of the street or utility facility, and may fall within the meaning of “system improvements” as defined in *Utah Code Ann.* § 11-36a-102(21) (2020).
- **Roadway Plan** – The Roadway Plan attached to this Agreement as Exhibit “E”.
- **Roadway Sections** – The Roadway Sections attached to this Agreement as Exhibit “F”.

- **Sensitive Lands Ordinance** –Title 10 Chapter 10 of the Code, and incorporated herein by this reference.
- **Setback** – A space, measured from the property or right-of-way line, unoccupied by structures except where encroachments are specifically allowed by this Agreement.
- **Single-Family** – Any residential building that contains no more than one (1) residence.
- **State** –the State of Utah.
- **Subdeveloper** – An entity not “related” (as defined by Internal Revenue Service regulations) to Master Developer which purchases a Development Parcel for development.
- **Subdivision** – The division of any portion of the Project into a subdivision pursuant to State law and/or the Code.
- **Temporary Use** – Uses of a non-permanent nature including but not limited to: outdoor art and craft shows and exhibits, Christmas trees sales, agricultural or horticultural products, firewood, seafood, and other items typically marketed seasonally; mobile services such as veterinary services; group sales such as parking lot sales, farmers’ markets, auctions etc.; carnivals, fairs, or similar transient amusement or recreational activities; sales offices; construction offices; contractor staging areas and other similar activities.
- **Transfer Deed** – Any deed as provided for in Section 15.7.
- **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.
- **Village Center** – The Villages Center consists of the mixed-use Development Parcels shown on the Overall Land Use Plan (attached hereto as Exhibit “C”) and the Village Illustrative Master Plan (attached hereto as Exhibit “H”). The Village Center is the focal point of the Project and includes a plaza area and recreational support uses and facilities for gatherings, personal services, and recreation.
- **Village Illustrative Master Plan** – The Village Illustrative Master Plan attached to this Agreement as Exhibit “H”.
- **Welcome Center** – A building located at the Wohali Way entry into the Project for welcoming owners and guests. The welcome center facility may include a gate for project security.

## 15.0 GENERAL PROVISIONS

### 15.1 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. Master Developer, Subdevelopers or successors in title may elect to propose and enter into separate agreements with City to govern the construction or development of a particular Development Parcel within the Project. Nothing in any separate agreement may conflict with the entitlements obtained by Master Developer in this Agreement without the express written consent of City and Master Developer.

### 15.2 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.

### 15.3 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 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).

### 15.4 EXCEPTIONS TO VESTING

The restrictions on the applicability of the Future Laws to the Project as specified in Section 15.3 are subject to only the following exceptions:

15.4.1 Development Agreement. Future Laws that Master Developer agrees in writing to the application thereof to the Project.

15.4.2 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, but not affecting the Maximum Dwelling Units or the entitlement to construct support facilities and resort unit nightly rentals.

15.4.3 Safety Code Updates. Future Laws that are updates or amendments to existing building, plumbing, mechanical, electrical, dangerous buildings, drainage, or similar construction or safety related codes, such as the International Building Code, the APWA Specifications, 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.

15.4.4 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.

15.4.5 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.

15.4.6 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.

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

## **15.5 DUTIES OF MASTER DEVELOPER**

A single Master Developer (or Master Developer Transferee) shall be maintained throughout the life of this Agreement. Master Developer shall function as a single point of contact for City billing purposes, shall function as a single authority for Agreement revisions and modifications, shall provide to the City proof of Master Developer approval of all Development Applications (except Building Permits) filed by other parties prior to or with submittal to the City, and shall be responsible for distributing Development Agreement entitlements and obligations and administering such.

## **15.6 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. Each written request shall include the name of proposed assignee and experience with development. Notwithstanding the foregoing, Master Developer may: (i) assign this Agreement to any affiliate of Master Developer without obtaining City's consent, provided, however, Master Developer shall provide written notice of any such affiliate transfer within ten (10) business days of the same; and (ii) sell or otherwise transfer a portion of the Project Site to a Subdeveloper, without obtaining City's consent, so long as Master Developer obligates such Subdeveloper, in writing, to comply with all provisions of this Agreement that relate to the portion of the Project Site transferred. If an assignee assumes the obligations



herein pertaining to the property transferred or assigned as described in this Section, then the assignee shall be entitled to all interests and rights and be subject to all obligations under this Agreement, and Master Developer shall thereupon be deemed released of liability under this Agreement for the portion of the property transferred or assigned, whether or not such release is expressly stated in such assignment; provided, however, that Wohali Partners, LLC shall remain obligated for any outstanding mitigation measures set forth in this Agreement or in the MPD Approval as of the date of the assignment that are not assigned with an assignment contemplated by this Section. Wohali Partners, LLC shall also remain liable for any breach that occurred prior to the transfer or assignment of rights to another party and for those portions of the Wohali Property still owned by Wohali Partners, LLC. Wohali Partners, LLC shall advise prospective transferees or assignees that obligations of this Agreement may apply to the property upon transfer or assignment.

#### **15.7 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.

#### **15.8 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.

#### **15.9 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.

#### **15.10 EXHIBITS**

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

- Exhibit “A” Project Legal Description
- Exhibit “B” Project Site Depiction
- Exhibit “C” Overall Land Use Plan
- Exhibit “D” Phasing Plan
- Exhibit “E” Roadway Plan
- Exhibit “F” Roadway Sections
- Exhibit “G” Open Space Plan
- Exhibit “H” Village Illustrative Master Plan



Exhibit “I” Overall Sewer Utility Plan

Exhibit “J” Overall Water and Irrigation Utility Plan

Exhibit “K” Digital Copy of Applicable Laws

Exhibit “L” MPD Approval (Land Use Decision, including findings)

Many of the exhibits to this Agreement are in color or include other features that provide clear illustration; however, this format is not yet acceptable by the Summit County Recorder’s Office for permanent recording. Accordingly, the Parties agree that a full-color copy of this Agreement will be kept on file with the City and will be available for public review at City Hall during business hours.

#### **15.11 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.

#### **15.12 INTERPRETATION**

This Agreement has been reached as a result of arm’s length negotiations with each Party represented by counsel, and thus no presumption of draftsmanship shall be used in interpreting this Agreement. 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. The descriptive heading of the sections of this Agreement are inserted for convenience only and shall not control the meaning or construction of any of the provisions hereof. As used in this Agreement, masculine, feminine or neuter gender and the singular or plural number shall each be deemed to include the others wherever and whenever the context so dictates. Furthermore, this Agreement shall be construed so as to effectuate the public purposes, objectives and benefits set forth herein. As used in this Agreement, the words “include” and “including” shall mean “including, but not limited to” and shall not be interpreted to limit the generality of the terms preceding such word.

#### **15.13 INTEGRATION**

This Agreement is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded. Waiver of any default will not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of the Agreement will not be deemed to be a waiver of any other provision or subsequent breach and will not be construed to be a modification of the terms of the Agreement unless stated to be such through written approval by the Party charged with so waiving or modifying the terms of the Agreement, which written approval will be attached to the original Agreement.

#### **15.14 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.

#### **15.15 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.

#### **15.16 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.

#### **15.17 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.

#### **15.18 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:

Trever Johnson, Mayor  
Coalville City  
PO Box 188  
Coalville, UT 84018  
Email: [mayor@coalvillecity.org](mailto:mayor@coalvillecity.org)

With a copy to:

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

To Master Developer:

Wohali Partners, LLC: David Boyden, Managing Partner  
5533 Lillehammer Lane  
Park City, UT 84098  
Email: dboyden@wohalipartners.com

With a copy to:

Wade Budge  
Snell and Wilmer  
Gateway Tower West  
15 West South Temple, Suite 1200  
Salt Lake City, UT 84101-1547

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

#### **15.19 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.

#### **15.20 COUNTERPARTS**

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

#### **15.21 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.

#### **15.22 TERM**

The Build-Out Period shall be twenty (20) years following the execution of this Agreement for all the development and construction in Project. The Build-Out Period may be extended up to an additional five years for any Project Phase. 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, as may be extended. The Build-Out Period may be further extended upon mutual agreement in writing by the Parties.

**15.23 TERMINATION ON SALE TO THE PUBLIC.**

In order to alleviate any concern as to the effect of this Agreement on the status of title to any of the Property, this Agreement shall terminate without the execution or recordation of any further document or instrument as to any lot which has been finally subdivided and individually leased (for a period longer than one year) or sold to the purchaser or user thereof (a “**Developed Lot**”) and thereupon such Developed Lot shall be released from and no longer be to or burdened by the provisions of this Agreement.

[Signatures appear on the following page]

**COALVILLE CITY MUNICIPAL CORPORATION**

By: \_\_\_\_\_  
Trever Johnson, Mayor

Attest:

By: \_\_\_\_\_  
Nachele Sargent, City Treasurer

Approved as to Form:

By: \_\_\_\_\_  
Sheldon Smith, City Attorney

**WOHALI PARTNERS, LLC**

By: \_\_\_\_\_  
David Boyden, Managing Partner

STATE OF UTAH     )

) ss.

COUNTY OF SUMMIT     )

On this day personally appeared before me \_\_\_\_\_, to me known to be \_\_\_\_\_  
\_\_\_\_\_ 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 \_\_\_\_\_ is authorized to execute said instrument.

GIVEN under my hand and official seal this \_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
(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 \_\_\_\_\_, 2021, before me, the undersigned, a Notary Public in and for the State of Utah, duly commissioned and sworn personally appeared David Boyden, known to me to be the Managing Partner of Wohali Partners, 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 the 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)

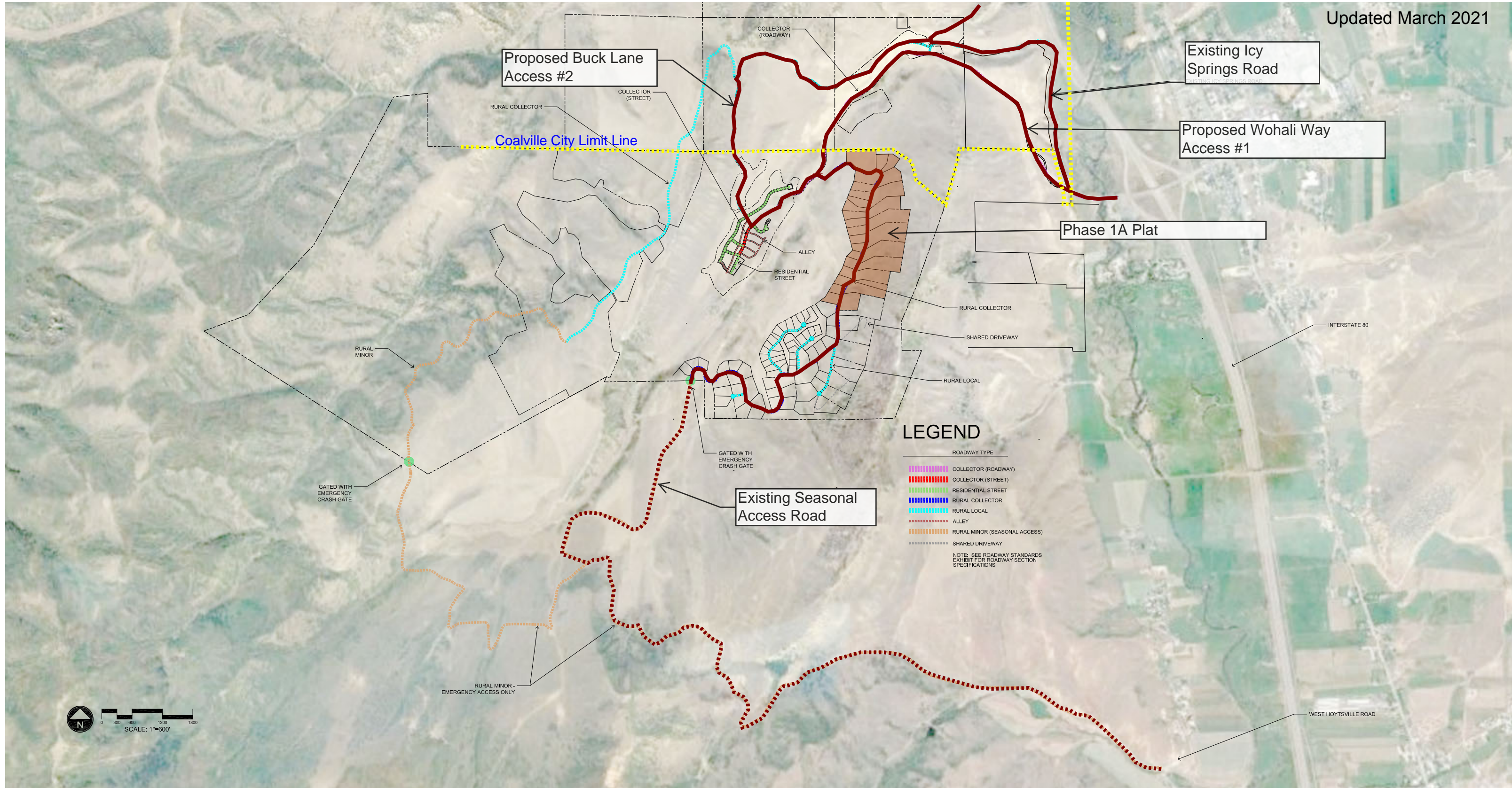
NOTARY PUBLIC in and for the State of Utah, residing at \_\_\_\_\_

My commission expires\_\_\_\_\_

# **ATTACHMENT D**

## Roadway Plan Exhibit

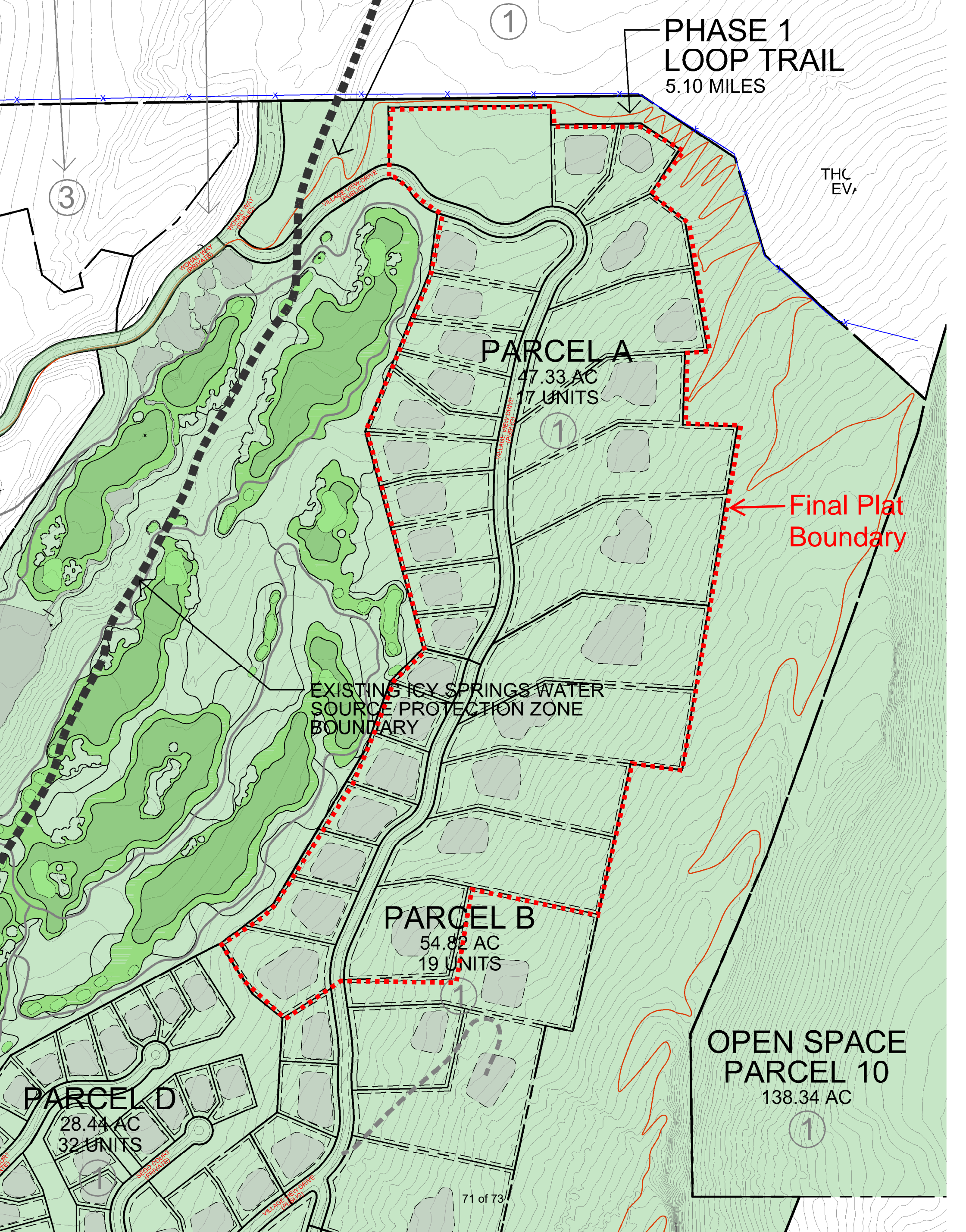




# **ATTACHMENT E**

Cropped Approved Preliminary Plat





PHASE 1  
LOOP TRAIL  
5.10 MILES

THC  
EV

PARCEL A  
47.33 AC  
17 UNITS

Final Plat  
Boundary

EXISTING ICY SPRINGS WATER  
SOURCE PROTECTION ZONE  
BOUNDARY

PARCEL B  
54.82 AC  
19 UNITS

OPEN SPACE  
PARCEL 10  
138.34 AC

PARCEL D  
28.44 AC  
32 UNITS

# **ATTACHMENT F**

## Updated Fiscal Impact Statement

# PHASE 1.A COMMUNITY BENEFIT\* - FINANCIAL

## (26 Lots, 0 Nightly Rentals Units)

### WOHALI - COALVILLE, UTAH

#### ANNUAL PROPERTY TAX ESTIMATES

Key Beneficiaries	Phase Build Out
Coalville City	\$ 210,408.37
North Summit School District	\$ 257,485.16
Utah Basic School Levy	\$ 100,157.96
North Summit Charter School Levy	\$ 1,341.40
North Summit Fire District	\$ 36,409.46

#### ANNUAL TRANSIENT ROOM TAX ESTIMATES - COALVILLE ONLY

Total Rental Units	0
Occupanct Rate	50%
Average Nightly Rental	\$400
Transient Room Tax Rate	1.00%
<b>Transient Room Tax/YEAR</b>	<b>\$0</b>

\* Total Transient Room Tax = 4.32%. County: 3%, City: 1%, State: .32%

#### ANNUAL RENTAL UNIT SALES TAX ESTIMATES - COALVILLE ONLY

Total Rental Units	0
Occupanct Rate	50%
Average Nightly Rental	\$400
Rental Unit Sales Tax Rate	1.10%
<b>Transient Room Tax/YEAR</b>	<b>\$0</b>

\*Coalville's 1.1% portion of the Combined Sales Tax of 7.15% includes .1% public transit tax.