Staff Report

Coalville City
Community Development Director

To:	Coalville City Council and Mayor
From:	Don Sargent, Community Development Director
Date of Meeting:	December 12, 2022
Re:	Courthouse Hill MPD Final Subdivision Plat and Construction Drawings
Action:	Continued Review and Possible Action

Courthouse Hill MPD Final Subdivision Plat and Construction Drawings

REQUEST

Continue review, discuss, and possibly approve the final subdivision plat and construction drawings (CD's) for the proposed 12-lot Courthouse Hill Subdivision. The project includes a subdivision for dwelling units, nightly rentals, and associated recreational amenities.

BACKGROUND

Property Location: The development parcel is CT-276, located at 270 North Main Street, just north of Chalk Creek and immediately south of the Black Willow Subdivision as shown on the Aerial Map as *Attachment A*.

Current Zoning/Applicable Codes: The property is in the Medium Density (R-2) Zone, which provides for 2 lots per acre. The property includes 6.01 acres and is therefore eligible for 12 lots as approved.

The project is subject to the MPD, subdivision provisions of the development code, and city engineering standards and specifications including Title 8, Chapters 2 & 6 and Title 10, Chapters 3 & 12.

Adjacent Parcels:

East – North Summit School District – over the ridge
South – Coalville City Monument Trailhead
North – Black Willow Subdivision, Lots 8, 9, and 10
West – North Main Street

City Council Preliminary Plat Approval: On February 14, 2022, the City Council approved the MPD and Preliminary Subdivision Plat for the development with several conditions. *Attachment B* includes the approved MPD preliminary site plan for reference.

City Council Final Plat and Construction Drawing Review: On November 14, 2022, the City Council reviewed the subdivision final plat, conducted a public hearing, and continued an action on the project pending review of the applicability of HB 82 on the proposed accessory dwelling use in the development.

ANALYSIS

The conditions of approval stipulated by the City Council for the MPD, and Preliminary Subdivision Plat included the following:

1. A fire district approved hammerhead turn-a-round shall be added to the south parking lot *(the North Summit Fire District has approved the current layout of the subdivision)*.
2. An on-site resident manager or local caretaker shall be required to manage and monitor on-site operations *(this requirement is proposed as a condition of approval to be addressed in the development agreement)*.
3. Addresses for each lot from the internal parking lots shall be added to the subdivision plat (*this requirement is proposed as a condition of approval of the final plat).*

Project Description

The focus of the proposed development is to build a recreational community supporting the demand for overnight stay of visitors to the Echo State Park. The development includes units for nightly rental when not being occupied by the primary owners and does not preclude owners from using the units as their primary residence. The project received preliminary approval prior to the adoption of the nightly rental ordinance.

Proposed recreational amenities associated with the development, which are permitted uses in the R-2 zone, include:

- Tennis Court
- Pickleball Court
- Fire Pits
- Bocce Ball Court
- Basketball Court (half)
- Amphitheater
- Volleyball Court
- Sports Field
- Open Space

Lot Size and Density

The proposed density meets the requirements of the R-2 zone. No density bonus was requested. All lots/units are accessible from designated internal parking areas. Landscaping has been incorporated into the development design. The minimum lot size in the R-2 zone is 1/3 of an acre or 14,520 square feet. The applicant has agreed to a minimum lot size of 1/8 of an acre as provided for in Section 8-6-060 of the MPD requirements and approved by the City Council.

Development Code Compliance Summary

The subdivision meets the base density requirements for the R-2 Zone. The development layout and design appear to be well thought for the intended use of the property including incorporating landscaping/berming to soften and buffer the development from neighboring uses. The NSFD

approved the subdivision plan layout for emergency access and fire protection. A 5-foot sidewalk is required along the frontage of the subdivision property per Section 8-4-080 of the development code. The sidewalk is to be constructed in accordance with the Coalville City Engineering Standards and Specifications. Internal sidewalks are also required for the development as identified on the utility plan of the project construction drawings.

Culinary and Secondary Water Service

> *Culinary Water Service:* The applicant is proposing to pay the fee-in-lieu for culinary water service. As presented and discussed at the November 14th City Council Meeting, there is currently adequate capacity with the number of Equivalent Residential Connections (ERC's) available to serve new development below the 90% threshold in the city water system. The proposed Courthouse Hill subdivision will require 12 ERC's. For reference *Attachment C* includes Development Code Section 8-4-060: Water Facilities. The fee-in-lieu and water capacity reservation provisions are highlighted.
>
> *Secondary Water Service:* The applicant is proposing to transfer shares of irrigation water from the Extension of Middle Chalk Creek Water Company to the City for secondary water service for the development. Staff is in receipt of a Will Serve Letter from the representative of the water company for the transfer of the shares. Per HB 242 and Section 73-10-34 of the Utah Code, installation of meters is required on existing and new secondary water service connections.

The applicant submitted a final subdivision plat and CDs for the project. An updated final plat and utility plan is included as *Attachment D*. The full construction drawings set can be accessed from the following Dropbox link: https://www.dropbox.com/s/9u1h8ixinpptf86/Courthouse%20Hill%20CDs%2009.19.2022.pdf?dl=0.

Planning Commission Recommendation

On October 17, 2022, the Planning Commission reviewed the application, conducted a public hearing, and recommended approval of the subdivision final plat and construction drawings to the City Council with the following conditions:

1. A final draft of the MPD Development Agreement shall be submitted for review and approval by the City Council prior to or concurrent with the subdivision final plat approval.
2. An on-site resident manager or local caretaker shall be required to manage and monitor on-site operations as addressed in the development agreement.
3. Addresses for each lot from the internal parking lots shall be added to the subdivision plat.
4. The sidewalk and trail included on the approved site plan shall be shown on the final plat.
5. Staff shall continue the review of the project details for compliance with the development code and engineering standards and specifications prior to the City Council approval and recordation of the subdivisions plat.

City Council Review and Discussion
At the November 14th City Council meeting, concerns were raised about the potential Accessory Dwelling Use in the development, particularly the applicability of the provisions of HB82 passed by the State Legislature and signed by the governor on March 23, 2022, and which became effective on May 4, 2022. The enrolled copy of the house bill is included as Attachment E for reference.

The Courthouse Hill MPD, and preliminary subdivision plat received City Council approval on February 14, 2022, which vested the use, density, and configuration of the development. Therefore, in simple terms HB82 does not apply to this application as it became effective after the preliminary approval of the development. However, the project is subject to the Accessory Dwelling Unit provisions in Section 10-12-100 of the Development Code included as Attachment F for reference.

Other concerns expressed at the meeting was regarding the draft development agreement for the project. Staff is in the process of reviewing and editing the draft document consistent with project MPD, Preliminary and Final Subdivision Plat for subsequent review and approval by the City Council. The applicant has submitted an initial updated draft with redlines of the development agreement included as Attachment G.

Required Review Process

The MPD and final subdivision plat and construction drawings application process includes a review and public hearing by both the Planning Commission and City Council for a determination of consistency with the MPD and Preliminary Subdivision Plat approval.

Recommendation:

Staff recommends the City Council continue the review and discussion of the proposed Courthouse Hill MPD Final Subdivision Plat and Construction Drawings and consider an approval action with the following conditions:

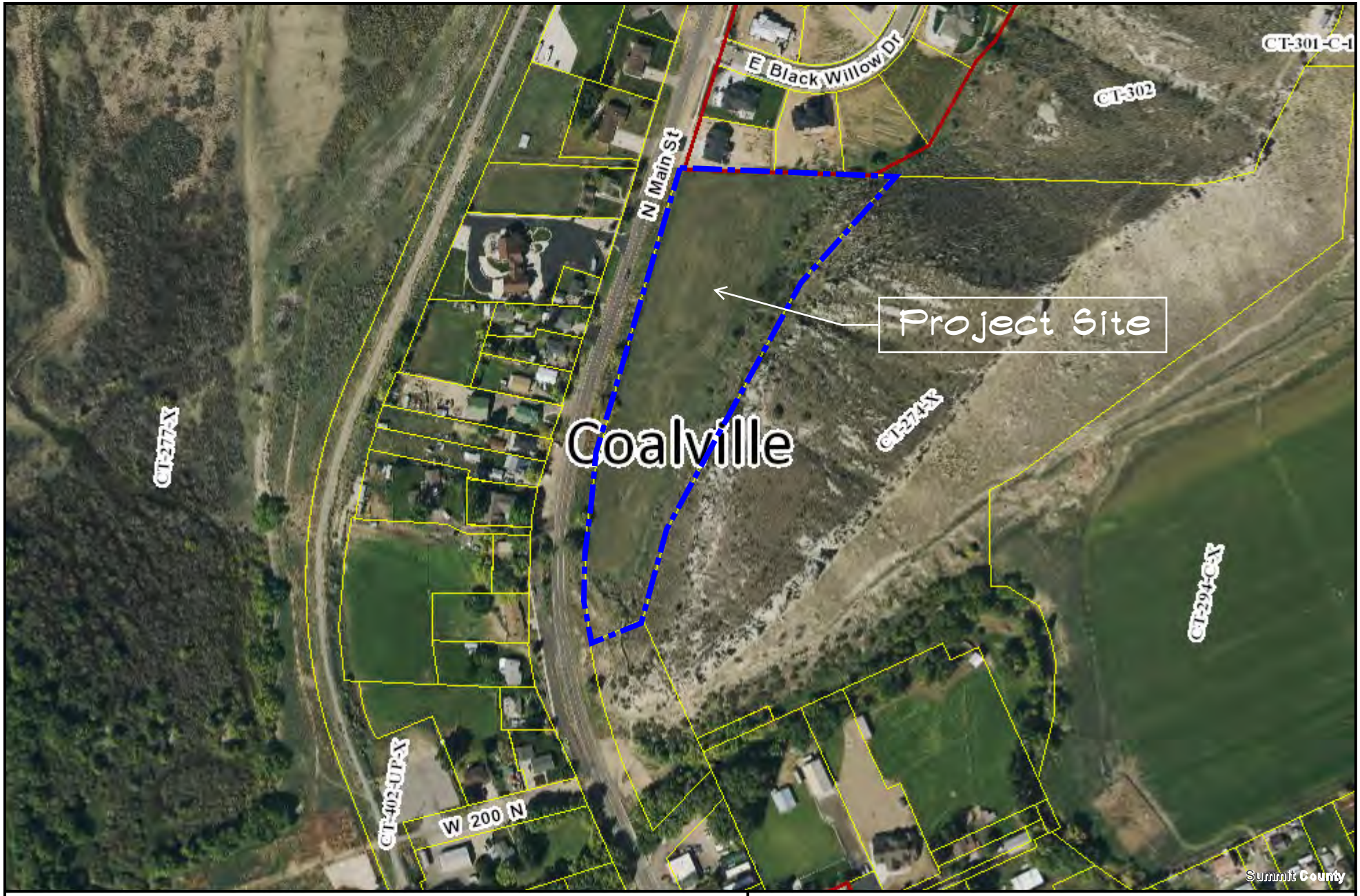
1. The draft Development Agreement shall be reviewed by Staff for input and submitted for review and approval by the City Council prior to recordation of the final subdivision plat.
2. An on-site resident manager or local caretaker shall be required to manage and monitor on-site operations as addressed in the development agreement.
3. The sidewalk and trail included on the approved site plans and construction drawings shall be shown on the final subdivision plat.
4. The applicant shall execute the standard city water agreement for culinary and secondary water service for the development prior to recordation of the final subdivision plat.
5. The applicant shall execute the standard city development improvement agreement and performance guarantee for all public improvements prior to recordation of the final subdivision plat.
6. Installation of meters shall be required on existing and new secondary water service connections in the development.
7. Staff shall verify the project construction details for compliance with the development code and engineering standards and specifications prior to recordation of the final subdivision plat.

As an alternative action, the City Council may provide additional direction to Staff and/or the applicant regarding the MPD Final Plat and Construction Drawings for continued review and consideration at a subsequent meeting.

Attachments:

- **A.** Aerial Map
- **B.** Approved MPD Preliminary Site Plan
- **C.** Section 8-4-060: Water Facilities
- **D.** Updated Final Subdivision Plat and Utility Plan
- **E.** Enrolled Copy of House Bill 82
- **F.** 10-12-100: Accessory Dwelling Unit Provisions
- **G.** Draft Development Agreement

ATTACHMENT A



SUMMIT COUNTY

1 in = 376 feet

Aerial Map

Summit County Parcel Viewer Application
Printed on: 10/14/2022
Imagery courtesy of Google

N W E S

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

COURTHOUSE HILL

DEVELOPMENT DATA

PROJECT AREA	6 AC
EXISTING ZONING	R-2
ALLOWED DENSITY	12 UNITS
PROPOSED DENSITY	12 UNITS
MINIMUM LOT SIZE	5,460 SF (1/8th AC)
AVERAGE LOT SIZE	8,323 SF (1/5th AC)
REQUIRED PARKING	29 SPACES
PROPOSED PARKING	39 SPACES
PROPOSED TRAILER PARKING	6 SPACES
PROPOSED OPEN SPACE	2.75 ACRES (45%)

0 20 40 80 120

SCALE: 1"=40'

8-4-060: WATER FACILITIES:

All applicants proposing development that requires water supply will be responsible for the design, engineering, and construction of extending and developing a safe water supply system for the project. Water supply systems shall provide water capable of serving domestic water use, secondary irrigation water and fire protection demands of the development. All developments and re-developments shall comply with the City Engineering Standards and Construction Specifications and City Culinary Water Master Plan, incorporated herein by reference.

A. Requirements:

All water supply systems, both domestic and secondary irrigation, shall meet the availability, distribution and delivery system, capacity, storage, design, and construction requirements of the City. All water mains shall be a minimum eight (8) inches in diameter. The City Engineer shall review and approve all water supply systems prior to final subdivision plat, final site plan, conditional use, or permitted use approval.

B. Concurrency Management:

All improvements whether on or off-site which provide direct benefit to the development shall be phased, constructed, and paid for by the developer in a manner which does not decrease the existing service levels of the water supply facilities serving the community. The developer will be responsible for the proportionate share of off-site impact created by the proposed development.

1. Impact Analysis: The impact of the development on the City's water systems will be determined through an impact analysis prepared by a qualified engineer and paid for by the developer at the time of preliminary subdivision or site plan review of the development. The impact analysis shall address the water demand required for the proposed development, and the water supply available to serve the project from existing City water resources. The impact analysis should specifically identify available water rights, source capacity, reserve capacity, system capacity and storage capacity required to provide the pressure, volume and quality required by the City regulations in time to meet the projected demand of the development. The impact analysis shall be approved by the City Engineer.

2. Water Dedication or Fee in Lieu: The developer shall either dedicate sufficient water rights to the City to serve the proposed development or "pay a fee in lieu" in accordance with the City's duly adopted ordinances, resolutions, policies and/or water dedication agreements. The payment of "fee-in lieu" option for a major development/subdivision is at the discretion of the City Council, based on the following:

    a. Available water capacity, distribution, and storage in the City's system to serve the proposed development.

b. Location of the proposed development in proximity to existing water distribution main lines.
c. Proposed infrastructure constructed and paid for by the developer to serve the project.

The amount of the "fee-in-lieu" shall be determined by an updated water cost analysis at the time of final subdivision plat or site plan review and approval.

3. Proof of "Wet" Water: Adequate proof of ownership of "wet" water (as opposed to paper water) in a quantity, quality, annual duration, or availability throughout the entire year shall be required. The proof must be provided in a legal form, opinion or title policy that is acceptable to the City Attorney. The City shall not accept water certificates that have lapsed, expired, or been revoked by the state engineer. The developer and City shall enter into a Water Dedication Agreement prior to final subdivision plat or site plan approval of the project.

4. Developer Options: If existing water capacity is not available in the City system to serve a proposed development, the developer may consider the following options:
    a. Wait until water capacity is available in the city system to serve the development demand (the City Council will not approve any preliminary subdivision plat or site plan until such capacity is available).
    b. Enter into an agreement with the City to design, build and pay for the required infrastructure to provide increased water sources, storage, and distribution capacity in the City system.

5. Development Improvement Agreement: A Development Improvement Agreement (DIA) is required between the developer and the City, for all Major Developments and at the discretion of the City Council for Minor Developments, to address the terms of water service and other infrastructure improvements. The DIA shall be executed by the developer and the City prior to final subdivision plat recordation or final site plan signing.

C. Private Water Systems:

Individual water systems (private wells) may be permitted by the City only in agriculture/remote areas designated on the zoning map as the Agricultural (AG) and Residential Agricultural (RA) Zones. Only lots one (1) acre or more in size for which a connection to the City water system is not feasible will be considered. Private water systems will not be allowed within any water source protection zone.

1. Health Department and NSFD Approval: Applicants must receive preliminary approval by the Summit County Health Department and NSFD on the feasibility of private water systems prior to approval of the development by the City. The developer must submit information concerning site geology, area hydrogeology, site topography, soil types and the proven wet water by the drilling of one or

more test wells as determined by a qualified geotechnical engineer. Well logs shall be submitted to the City identifying the depth and yield of the well. The source must be consistently available at sufficient quantities to supply domestic, irrigation, and fire protection needs according to City, State and NSFD regulations.

2. Final Plat and Building Permit Requirements: Language shall be included on the final recordation plat and within the project's CC&Rs that identifies the process for obtaining a building permit as it is related to water rights and well drilling confirmation. A water right and associated well permit will remain with each lot and is not transferable. A well of sufficient capacity shall be drilled prior to building permit issuance. Approval from the Summit County Health Department and NSFD shall be a pre-condition to issuance of a building permit.

D. Existing Systems:

Where a public water main is accessible, as determined by the City Engineer, the developer shall connect and install adequate water facilities (including fire hydrants) subject to the specifications of the City, State and NSFD. Water main extensions and water facility improvements shall be approved by the City Engineer, City Public Works Director, and City Council.

E. Guarantees:

The location of all fire hydrants and all water storage and supply improvements shall be shown on the Final Construction Drawings. A qualified construction cost estimate for the design and construction costs, including both on and off-site improvements, shall be included in the performance guarantee to be furnished by the developer. All guarantees shall be in an acceptable form described herein.

F. Ownership of Facilities:

Prior to approval of the final subdivision plat, development site plan or conditional use permit, a determination shall be made by the City Council regarding the location and extent of facilities to be maintained by the City. Private facilities will be required to be so noted on the final subdivision plat or development plans and will be the responsibility of the developer or owners of the development.

G. Fire Hydrants:

Fire hydrants shall be required in all developments. Fire hydrants shall be located no more than five hundred (500) feet apart and shall be approved by the NSFD and City Engineer. In some instances, the City and NSFD may determine that due to wild land fire potential, hydrants will be required to be located no more than three hundred (300) feet apart. To eliminate future street openings, all underground utilities for fire hydrants, together with the fire hydrants themselves and all other

water supply improvements shall be installed before any final paving of streets. All fire hydrants shall include clean-outs. Fire hydrants located on cul-de-sacs shall be installed at the direction of the City Engineer and NSFD.

H. Source Protection:

New residential, commercial, or industrial development shall not be approved within existing well and spring protection zones, identified as sensitive lands in this title, which are used for domestic consumption purposes, without a contained sewage collection and disposal system. The impact on water source protection zones shall be determined from a study prepared by qualified geotechnical engineer based on distance, soil conditions, slope, and drainage patterns, or in compliance with state law.

I. Easements, Rights-of-Way:

Easements or rights-of-way required for currently proposed or anticipated future water service by the City shall be provided by all developments prior to final subdivision plat or final site plan approval.

J. Water Service Prohibited Outside Coalville City Limits:

Water service extensions or connections outside the City limits are prohibited and will not be considered until or unless the property outside the City limits is duly annexed into the City.

K. Water Capacity Reservation Ordinance:

In accordance with Ordinance No. 2022-5, at any time that the total connections to the Water System in Coalville City reaches ninety percent (90%) of the Water System's capacity, no additional connections shall be allowed, except for existing approved and platted Subdivision Lots and/or Lots of Record, which may be connected to the Water System beyond the ninety percent benchmark amount.

COURTHOUSE HILL SUBDIVISION

LOCATED IN SECTION 8, TOWNSHIP 2 NORTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN COALVILLE, SUMMIT COUNTY, UTAH

NORTH NTS *VICINITY MAP*

PLAT NOTES:

1. ALL LOTS WITHIN THIS SUBDIVISION ARE FOR SINGLE FAMILY DWELLINGS.

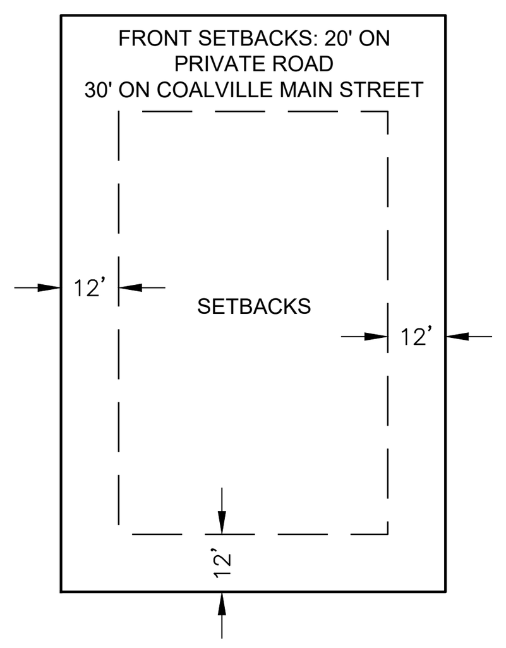
2. "UTILITIES SHALL HAVE THE RIGHT TO INSTALL, MAINTAIN, AND OPERATE THEIR EQUIPMENT ABOVE AND BELOW GROUND AND ALL OTHER RELATED FACILITIES WITHIN THE PUBLIC UTILITY EASEMENTS IDENTIFIED ON THIS PLAT MAP AS MAY BE NECESSARY OR DESIRABLE IN PROVIDING UTILITY SERVICES WITHIN AND WITHOUT THE LOTS IDENTIFIED HEREIN, INCLUDING THE RIGHT OF ACCESS TO SUCH FACILITIES AND THE RIGHT TO REQUIRE REMOVAL OF ANY OBSTRUCTIONS INCLUDING STRUCTURES, TREES AND VEGETATION THAT MAY BE PLACED WITHIN THE PUE. THE UTILITY MAY REQUIRE THE LOT OWNER TO REMOVE ALL STRUCTURES WITHIN THE PUE AT THE LOT OWNER'S EXPENSE, OR THE UTILITY MAY REMOVE SUCH STRUCTURES AT THE LOT OWNER'S EXPENSE. AT NO TIME MAY ANY PERMANENT STRUCTURES BE PLACED WITHIN THE PUE OR ANY OTHER OBSTRUCTION WHICH INTERFERES WITH THE USE OF THE PUE WITHOUT THE PRIOR WRITTEN APPROVAL OF THE UTILITIES WITH FACILITIES IN THE PUE."

3. ALL EXISTING STRUCTURES ON THE PROPERTY TO BE DEMOLISHED.

4. THE STORM DRAINAGE POND DETENTION SYSTEM EASEMENT SHOWN ON LOTS 1, 5, 8 & OPEN SPACE IS FOR STORM WATER FLOW AND DETENTION. ANY FENCING AND LANDSCAPING WITHIN THE EASEMENT SHALL NOT IMPEDE STORM WATER FLOW, DETENTION OR FUNCTION OF THE STORM DRAINAGE SYSTEM.

5. THE CITY IS NOT LIABLE FOR DAMAGE TO LANDSCAPING WITHIN OR ADJACENT TO THE CITY RIGHT OF WAY. REPLACEMENT IS THE SOLE RESPONSIBILITY OF THE DEVELOPER OR HOME OWNERS ASSOCIATION.

6. THE FOCUS OF THE PROPOSED DEVELOPMENT IS TO BUILD A RECREATIONAL COMMUNITY SUPPORTING THE DEMAND FOR OVERNIGHT STAY OF VISITORS TO THE ECHO STATE PARK. THE DEVELOPMENT INCLUDES 12 UNITS AND THEIR ACCESSORY DWELLING UNITS FOR NIGHTLY RENTAL WHEN NOT BEING OCCUPIED BY THE PRIMARY OWNERS AND DOES NOT PRECLUDE OWNERS FROM USING THE UNITS AS THEIR PRIMARY RESIDENCE.



SHEET INDEX

PAGE	SHEET NAME
1 OF 2	COVER SHEET
2 OF 2	BOUNDARY PLAT (SCALE = 1:40)

BOUNDARY DESCRIPTION

A TRACT OF LAND LOCATED IN SECTION 8 OF TOWNSHIP 2 NORTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN AND HAVING A BASIS OF BEARING DERIVED FROM THE UTAH CENTRAL STATE PLANE ZONE WHICH RESULTS IN A BEARING OF NORTH 00°56'29" WEST BETWEEN THE SOUTHEAST CORNER AND THE NORTHEAST CORNER OF SAID SECTION 8 DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHICH IS NORTH 00°56'29" WEST 2791.57 FEET ALONG THE SECTION LINE AND S89°59'52" WEST 1024.31 FEET FROM THE BRASS BOLT MARKING THE SOUTHEAST CORNER OF SECTION 8, TOWNSHIP 2 NORTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN (SAID POINT BEING AN EXISTING REBAR AND CAP COMMON TO PARCEL CT-249-A) AND RUNNING THENCE SOUTH 65°21'03" WEST 123.92 FEET ALONG SAID PARCEL CT-249-A TO A POINT OF INTERSECTION WITH COALVILLE MAIN STREET AS DELINEATED BY STATE HIGHWAY PROJECT FAT-76-F; THENCE 432.09 FEET ALONG THE ARC OF A 1096.30 FOOT RADIUS CURVE TO THE RIGHT, ALONG THE RIGHT OF WAY LINE WHICH IS OFFSET 50 FEET AND PARALLEL TO THE CENTERLINE OF SAID PROJECT FAP-76-F; THENCE NORTH 14°25'31" EAST 159.49 FEET, MORE OR LESS, ALONG SAID RIGHT OF WAY LINE TO AN EXISTING RIGHT OF WAY MARKER FOR ENGINEERS STATION 434+21.4; THENCE NORTH 17°30'03" EAST 453.34 FEET ALONG SAID RIGHT OF WAY LINE TO A POINT OF INTERSECTION WITH AN EXISTING LINE OF FENCE AND THE SOUTHWEST CORNER OF BLACK WILLOW SUBDIVISION; THENCE SOUTH 88°23'46" EAST 452.37 FEET ALONG SAID LINE OF FENCE AND THE SOUTH LINE OF SAID SUBDIVISION; THENCE SOUTH 41°18'12" WEST 303.48 FEET; THENCE SOUTH 28°24'27" WEST 602.07 FEET; THENCE SOUTH 15°08'06" WEST 200.54 FEET TO THE POINT OF BEGINNING.

CONTAINS 261695.16 SQUARE FEET OR 6.007 ACRES MORE OR LESS.

CREATING 12 LOTS & 1 OPEN SPACE.

SURVEYOR'S CERTIFICATE:

I, WILLIS D. LONG, do hereby certify that I am a Professional Land Surveyor in the State of Utah and that I hold license number 10708886 in accordance with Title 58, Chapter 22, Professional Engineers and Professional Land Surveyors Licensing Act, I further certify that I have completed a survey and have referenced a record of survey map of the existing property boundaries in accordance with Section 17-23-17 and have verified the boundary locations and have placed monuments as represented on the plat. I do further certify that by authority of the owners, I have subdivided said property into lots and streets, hereafter to be known as COURTHOUSE HILL SUBDIVISION.

LICENSED PROFESSIONAL SURVEYOR
WILLIS D LONG
10708886
STATE OF UTAH
PRELIMINARY

WILLIS D. LONG, PLS 10708886

OWNER'S DEDICATION AND CONSENT TO RECORD

KNOW ALL MEN BY THESE PRESENTS THAT BOYDEN STEPHEN G TRUSTEE, THE UNDERSIGNED OWNER OF ALL OF THE PROPERTY DESCRIBED HEREON, HAVING CAUSED THE SAME TO BE SUBDIVIDED INTO LOTS AND STREETS TO HEREAFTER BE KNOWN AS COURTHOUSE HILL SUBDIVISION, DOES HEREBY DEDICATE CERTAIN NON-EXCLUSIVE PUBLIC UTILITY EASEMENTS, AS SHOWN HEREON, FOR THE INSTALLATION AND 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 SUBTERRANEAN ELECTRICAL, TELEPHONE, NATURAL GAS, SEWER, STORM DRAINAGE, IRRIGATION, AND WATER 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 __________________, 2022.

BOYDEN STEPHEN G TRUSTEE

By____

Name and Title: ____

ACKNOWLEDGMENT

ON THE ____ DAY OF __________________, 2022 PERSONALLY APPEARED BEFORE ME, ______________________________, WHO BEING DULY SWORN DID SAY THAT HE/SHE IS THE AUTHORIZED REPRESENTATIVE OF WOHALI LAND ESTATES LLC, 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: ____________________

10/27/2022

SHEET 1 OF 2

PUBLIC SAFETY ANSWERING POINT APPROVAL

Approved this ______ day, of ________________, 20____.

By: Jeff Ward GIS Director

ROCKY MOUNTAIN POWER

Approved and accepted this _____, day of ________________, 20_____.
ROCKY MOUNTAIN POWER.

By: ______________________________

PUBLIC WORKS DIRECTOR

Approved and accepted this _____, day of ________________, 20_____.

By: ______________________________

NORTH SUMMIT FIRE DISTRICT

Approved and accepted this _____, day of ________________, 20_____.
__________________ FIRE DISTRICT

By: ______________________________

MAYOR

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_____.

Mayor

City Recorder

SUMMIT COUNTY HEALTH DEPARTMENT

Approved this ______ day, of ________________, 20____.

By: ______________________________

DOMINION ENERGY

Accepted this ______ day of __________, 20___, by Dominion Energy which has committed to providing service to the lots included on this plat.

AUTHORIZED AGENT OF DOMINION ENERGY

CITY PLANNING COMMISSION

Approved and accepted by the Coalville City Planning Commision this _____, day of ________________, 20_____.

Chair

CITY ENGINEER

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

ATTORNEY CERTIFICATE

I have examined the proposed plat of this Subdivision and in my opinion in conforms with the ordinances applicable thereto and now in force and effect.

Coalville City Attorney

RECORDED

ENTRY NO ________________.
STATE OF UTAH COUNTY OF SUMMIT
DATE __________ TIME __________
RECORDED AND FILED AT THE REQUEST OF:

LAYTON SURVEYS LLC
Professional Land Surveying
1857 N 1000 W STE #1
(801) 663-1641 Willis.long@laytonsurveys.com Clinton, UT 84015

COURTHOUSE HILL SUBDIVISION
LOCATED IN SECTION 8, TOWNSHIP 2 NORTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN
COALVILLE, SUMMIT COUNTY, UTAH

NE COR SEC 8, T2N, R5E, SLB&M
N00°56'29"W 5306.24'
(BASIS OF BEARING BETWEEN THE SOUTHEAST AND THE NORTHEAST CORNER OF SECTION 8, T2N, R5E, SLB&M)
2514.67
2791.57'
SEC 9, T2S, R5E, SLB&M
SEC 8, T2S, R5E, SLB&M
SE COR SEC 8, T2N, R5E, SLB&M FOUND BRASS BOLT
S89°59'52"W 1024.31'
BLACKWILLOW SUBDIVISION
BLKWS-8
BLKWS-9
BLKWS-10
BLKWS-11
S41°18'04"W 303.48'
S88°23'54"E 452.37'
CT-274-X BLONQUIST CLIFTON JR
S28°24'19"W 602.07'
S15°07'58"W 200.54'
S65°20'55"W 123.92'
POINT OF BEGINNING
CT-249-A-X COALVILLE CITY
LOT 12
41 E Walter Way
11,842 sq. ft.
0.27 acres
LOT 11
42 E Walter Way
10,068 sq. ft.
0.23 acres
LOT 10
36 E Walter Way
5,516 sq. ft.
0.13 acres
LOT 9
30 E Walter Way
5,460 sq. ft.
0.13 acres
LOT 8
18 E Walter Way
5,796 sq. ft.
0.13 acres
LOT 7
292 N Main St
7,685 sq. ft.
0.18 acres
LOT 6
288 N Main St
7,684 sq. ft.
0.18 acres
LOT 5
17 E Annie's Ave
5,796 sq. ft.
0.13 acres
LOT 4
29 E Annie's Ave
5,460 sq. ft.
0.13 acres
LOT 3
41 E Annie's Ave
7,525 sq. ft.
0.17 acres
LOT 2
40 E Annie's Ave
13,921 sq. ft.
0.32 acres
LOT 1
20 E Annie's Ave
14,023 sq. ft.
0.32 acres
OPEN SPACE A
123,501 sq. ft.
2.84 ACRES
WALTER WAY (PRIVATE RIGHT OF WAY & PUE)
ANNIE'S AVE (PRIVATE RIGHT OF WAY & PUE)
PRIVATE UTILITY EASEMENT
10.0' PUE
4.0' CROSS ACCESS EASEMENT
30.0' PRIVATE SHARED DRIVEWAY & UTILITY EASEMENT
25.0' STORM DRAINAGE POND DETENTION SYSTEM EASEMENT
27.5' STORM DRAINAGE POND DETENTION SYSTEM EASEMENT
N17°29'55"E 453.34'
N14°25'23"E 159.49'
R=1096.30' L=432.10' Δ=22°34'58" CHD BRG=N3°07'56"E CHD L=429.31'
N MAIN STREET
25.6' EXISTING ROAD
ROW
LEGEND
FOUND SECTION CORNER
PLASTIC CAPS "PLS 10708886"
LOT 1 LOT NUMBER
0000 STREET ADDRESS
CROSS ACCESS EASEMENT
SHARED DRIVEWAY EASEMENT
POND EASEMENT
PRIVATE UTILITY EASEMENT

LINE TABLE		
LINE	LENGTH	BEARING
L1	3.27'	N37°40'19"E
L2	17.02'	S24°15'13"E
L3	21.75'	N72°30'05"W
L4	21.25'	N1°36'06"E
L5	45.32'	S17°29'55"W
L6	11.59'	N72°30'05"W
L7	11.59'	N72°30'05"W

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	CHORD BEARING	CHORD LENGTH
C1	1096.30'	44.28'	2°18'50"	N13°16'00"E	44.27'
C2	50.00'	54.04'	61°55'31"	S83°17'27"E	51.45'
C3	50.00'	94.07'	107°47'57"	N11°50'49"E	80.80'
C4	1096.30'	387.82'	20°16'07"	S1°58'31"W	385.80'

NORTH

0 20 40 80 120

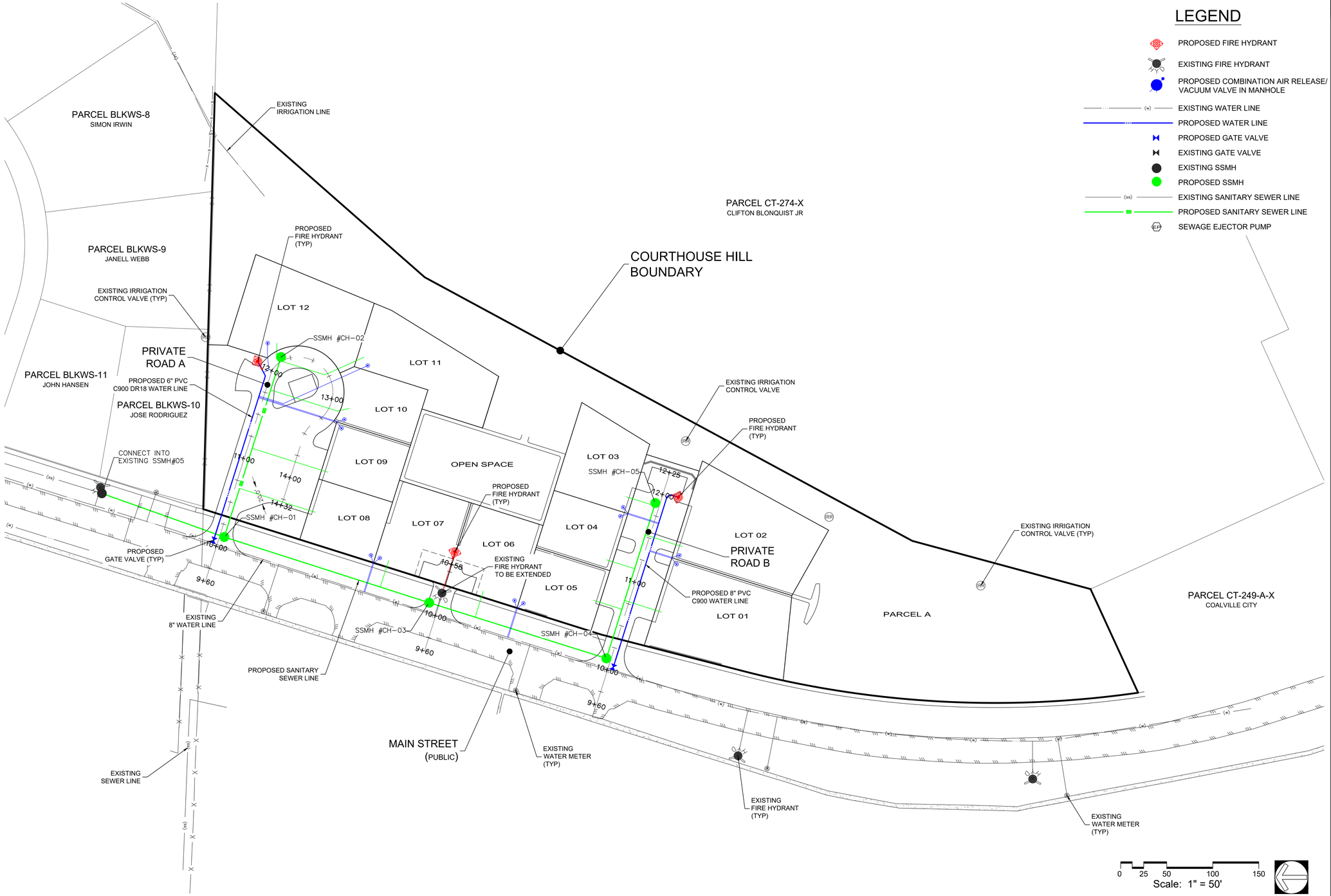
SCALE: 1" = 40'

LAYTON SURVEYS LLC
Professional Land Surveying
(801) 663-1641 Willis.long@laytonsurveys.com
1857 N 1000 W STE #1 Clinton, UT 84015

10/25/2022

SHEET 2 OF 2

RECORDED



LEGEND

- PROPOSED FIRE HYDRANT
- EXISTING FIRE HYDRANT
- PROPOSED COMBINATION AIR RELEASE/ VACUUM VALVE IN MANHOLE
- EXISTING WATER LINE
- PROPOSED WATER LINE
- PROPOSED GATE VALVE
- EXISTING GATE VALVE
- EXISTING SSMH
- PROPOSED SSMH
- EXISTING SANITARY SEWER LINE
- PROPOSED SANITARY SEWER LINE
- SEWAGE EJECTOR PUMP

COURTHOUSE HILL CONSTRUCTION DRAWINGS

LANGVARDT DESIGN GROUP
EST. 2006
LDG
SALT LAKE CITY
PLANNING & LANDSCAPE ARCHITECTURE

MULHOLLAND
DEVELOPMENT SOLUTIONS
kristian@mulholland-development.com
P.O. BOX 680925
PARK CITY, UTAH 84068
435.901.2940 (c)

LICENSED PROFESSIONAL ENGINEER
No. 5749237
KRISTIAN J. MULHOLLAND
STATE OF UTAH
NOT FOR CONSTRUCTION

DATE:	November 5, 2022
DESIGN BY:	KJM
DRAWN BY:	BRC/DUF
REVIEW BY:	
PROJECT NO:	COURTHOUSE HILL
ISSUE:	CD

REVISIONS:
-
-
-
-
-
-

SHEET TITLE:
COURTHOUSE HILL
SEWER AND WATER
OVERALL PLAN

SHEET NUMBER:
C202

path: C:\Users\rfin\MDS Dropbox\Projects\82. Courthouse Hill\01_Design\
file name: C202 - CH SEWER AND WATER OVERALL PLAN.dwg | plot date: November 05, 2022 | plotted by: rfin

ATTACHMENT E

Enrolled Copy **H.B. 82**

SINGLE-FAMILY HOUSING MODIFICATIONS

2021 GENERAL SESSION

STATE OF UTAH

Chief Sponsor: Raymond P. Ward

Senate Sponsor: Jacob L. Anderegg

LONG TITLE

General Description:

This bill modifies provisions related to single-family housing.

Highlighted Provisions:

This bill:

- modifies and defines terms applicable to municipal and county land use development and management;
- allows a municipality or county to punish an individual who lists or offers a certain licensed or permitted accessory dwelling unit as a short-term rental;
- allows municipalities and counties to require specified physical changes to certain accessory dwelling units;
- in any single-family residential land use zone:
  - requires municipalities and counties to classify certain accessory dwelling units as a permitted land use; and
  - prohibits municipalities and counties from establishing restrictions or requirements for certain accessory dwelling units with limited exceptions;
- allows a municipality or county to hold a lien against real property containing certain accessory dwelling units in certain circumstances;
- provides for statewide amendments to the International Residential Code related to accessory dwelling units;
- requires the executive director of the Olene Walker Housing Loan Fund to establish a two-year pilot program to provide loan guarantees for certain loans related to accessory dwelling units;

- prevents a homeowners association from prohibiting the construction or rental of certain accessory dwelling units; and
- makes technical and conforming changes.

Money Appropriated in this Bill:

None

Other Special Clauses:

This bill provides a special effective date.

Utah Code Sections Affected:

AMENDS:

10-8-85.4, as enacted by Laws of Utah 2017, Chapter 335

10-9a-505.5, as last amended by Laws of Utah 2012, Chapter 172

10-9a-511.5, as enacted by Laws of Utah 2015, Chapter 205

15A-3-202, as last amended by Laws of Utah 2020, Chapter 441

15A-3-204, as last amended by Laws of Utah 2016, Chapter 249

15A-3-206, as last amended by Laws of Utah 2018, Chapter 186

17-27a-505.5, as last amended by Laws of Utah 2015, Chapter 465

17-27a-510.5, as enacted by Laws of Utah 2015, Chapter 205

17-50-338, as enacted by Laws of Utah 2017, Chapter 335

35A-8-505, as last amended by Laws of Utah 2020, Chapter 241

57-8a-209, as last amended by Laws of Utah 2018, Chapter 395

57-8a-218, as last amended by Laws of Utah 2017, Chapter 131

ENACTS:

10-9a-530, Utah Code Annotated 1953

17-27a-526, Utah Code Annotated 1953

35A-8-504.5, Utah Code Annotated 1953

Be it enacted by the Legislature of the state of Utah:

Section 1. Section **10-8-85.4** is amended to read:

10-8-85.4. Ordinances regarding short-term rentals -- Prohibition on ordinances restricting speech on short-term rental websites.

(1) As used in this section:

(a) "Internal accessory dwelling unit" means the same as that term is defined in Section 10-9a-511.5.

[~~(a)~~] (b) "Residential unit" means a residential structure or any portion of a residential structure that is occupied as a residence.

[~~(b)~~] (c) "Short-term rental" means a residential unit or any portion of a residential unit that the owner of record or the lessee of the residential unit offers for occupancy for fewer than 30 consecutive days.

[~~(c)~~] (d) "Short-term rental website" means a website that:

(i) allows a person to offer a short-term rental to one or more prospective renters; and

(ii) facilitates the renting of, and payment for, a short-term rental.

(2) Notwithstanding Section 10-9a-501 or Subsection 10-9a-503(1), a legislative body may not:

(a) enact or enforce an ordinance that prohibits an individual from listing or offering a short-term rental on a short-term rental website; or

(b) use an ordinance that prohibits the act of renting a short-term rental to fine, charge, prosecute, or otherwise punish an individual solely for the act of listing or offering a short-term rental on a short-term rental website.

(3) Subsection (2) does not apply to an individual who lists or offers an internal accessory dwelling unit as a short-term rental on a short-term rental website if the municipality records a notice for the internal accessory dwelling unit under Subsection 10-9a-530(6).

Section 2. Section **10-9a-505.5** is amended to read:

10-9a-505.5. Limit on single family designation.

(1) As used in this section, "single-family limit" means the number of [~~unrelated~~] individuals allowed to occupy each residential unit that is recognized by a land use authority in a zone permitting occupancy by a single family.

(2) A municipality may not adopt a single-family limit that is less than:

(a) three, if the municipality has within its boundary:

(i) a state university; or

(ii) a private university with a student population of at least 20,000; or

(b) four, for each other municipality.

Section 3. Section **10-9a-511.5** is amended to read:

10-9a-511.5. Changes to dwellings -- Egress windows.

(1) [~~For purposes of~~] As used in this section[~~, "rental~~]:

(a) "Internal accessory dwelling unit" means an accessory dwelling unit created:

(i) within a primary dwelling;

(ii) within the footprint of the primary dwelling described in Subsection (1)(a)(i) at the time the internal accessory dwelling unit is created; and

(iii) for the purpose of offering a long-term rental of 30 consecutive days or longer.

(b) "Primary dwelling" means a single-family dwelling that:

(i) is detached; and

(ii) is occupied as the primary residence of the owner of record.

(c) "Rental dwelling" means the same as that term is defined in Section 10-8-85.5.

(2) A municipal ordinance adopted under Section 10-1-203.5 may not:

(a) require physical changes in a structure with a legal nonconforming rental dwelling use unless the change is for:

(i) the reasonable installation of:

(A) a smoke detector that is plugged in or battery operated;

(B) a ground fault circuit interrupter protected outlet on existing wiring;

(C) street addressing;

(D) except as provided in Subsection (3), an egress bedroom window if the existing bedroom window is smaller than that required by current State Construction Code;

(E) an electrical system or a plumbing system, if the existing system is not functioning or is unsafe as determined by an independent electrical or plumbing professional who is

licensed in accordance with Title 58, Occupations and Professions;

(F) hand or guard rails; or

(G) occupancy separation doors as required by the International Residential Code; or

(ii) the abatement of a structure; or

(b) be enforced to terminate a legal nonconforming rental dwelling use.

(3) (a) A municipality may not require physical changes to install an egress or emergency escape window in an existing bedroom that complied with the State Construction Code in effect at the time the bedroom was finished if:

[~~(a)~~] (i) the dwelling is an owner-occupied dwelling or a rental dwelling that is:

[~~(i)~~] (A) a detached one-, two-, three-, or four-family dwelling; or

[~~(ii)~~] (B) a town home that is not more than three stories above grade with a separate means of egress; and

[~~(b) (i)~~] (ii) (A) the window in the existing bedroom is smaller than that required by current State Construction Code; and

[~~(ii)~~] (B) the change would compromise the structural integrity of the structure or could not be completed in accordance with current State Construction Code, including set-back and window well requirements.

(b) Subsection (3)(a) does not apply to an internal accessory dwelling unit.

(4) Nothing in this section prohibits a municipality from:

(a) regulating the style of window that is required or allowed in a bedroom;

(b) requiring that a window in an existing bedroom be fully openable if the openable area is less than required by current State Construction Code; or

(c) requiring that an existing window not be reduced in size if the openable area is smaller than required by current State Construction Code.

Section 4. Section **10-9a-530** is enacted to read:

10-9a-530. Internal accessory dwelling units.

(1) As used in this section:

(a) "Internal accessory dwelling unit" means an accessory dwelling unit created:

(i) within a primary dwelling;

(ii) within the footprint of the primary dwelling described in Subsection (1)(a)(i) at the time the internal accessory dwelling unit is created; and

(iii) for the purpose of offering a long-term rental of 30 consecutive days or longer.

(b) "Primary dwelling" means a single-family dwelling that:

(i) is detached; and

(ii) is occupied as the primary residence of the owner of record.

(2) In any area zoned primarily for residential use:

(a) the use of an internal accessory dwelling unit is a permitted use; and

(b) except as provided in Subsections (3) and (4), a municipality may not establish any restrictions or requirements for the construction or use of one internal accessory dwelling unit within a primary dwelling, including a restriction or requirement governing:

(i) the size of the internal accessory dwelling unit in relation to the primary dwelling;

(ii) total lot size; or

(iii) street frontage.

(3) An internal accessory dwelling unit shall comply with all applicable building, health, and fire codes.

(4) A municipality may:

(a) prohibit the installation of a separate utility meter for an internal accessory dwelling unit;

(b) require that an internal accessory dwelling unit be designed in a manner that does not change the appearance of the primary dwelling as a single-family dwelling;

(c) require a primary dwelling:

(i) to include one additional on-site parking space for an internal accessory dwelling unit, regardless of whether the primary dwelling is existing or new construction; and

(ii) to replace any parking spaces contained within a garage or carport if an internal accessory dwelling unit is created within the garage or carport;

(d) prohibit the creation of an internal accessory dwelling unit within a mobile home as

defined in Section 57-16-3;

(e) require the owner of a primary dwelling to obtain a permit or license for renting an internal accessory dwelling unit;

(f) prohibit the creation of an internal accessory dwelling unit within a zoning district covering an area that is equivalent to:

(i) 25% or less of the total area in the municipality that is zoned primarily for residential use; or

(ii) 67% or less of the total area in the municipality that is zoned primarily for residential use, if the main campus of a state or private university with a student population of 10,000 or more is located within the municipality;

(g) prohibit the creation of an internal accessory dwelling unit if the primary dwelling is served by a failing septic tank;

(h) prohibit the creation of an internal accessory dwelling unit if the lot containing the primary dwelling is 6,000 square feet or less in size;

(i) prohibit the rental or offering the rental of an internal accessory dwelling unit for a period of less than 30 consecutive days;

(j) prohibit the rental of an internal accessory dwelling unit if the internal accessory dwelling unit is located in a dwelling that is not occupied as the owner's primary residence;

(k) hold a lien against a property that contains an internal accessory dwelling unit in accordance with Subsection (5); and

(l) record a notice for an internal accessory dwelling unit in accordance with Subsection (6).

(5) (a) In addition to any other legal or equitable remedies available to a municipality, a municipality may hold a lien against a property that contains an internal accessory dwelling unit if:

(i) the owner of the property violates any of the provisions of this section or any ordinance adopted under Subsection (4);

(ii) the municipality provides a written notice of violation in accordance with

Subsection (5)(b);

(iii) the municipality holds a hearing and determines that the violation has occurred in accordance with Subsection (5)(d), if the owner files a written objection in accordance with Subsection (5)(b)(iv);

(iv) the owner fails to cure the violation within the time period prescribed in the written notice of violation under Subsection (5)(b);

(v) the municipality provides a written notice of lien in accordance with Subsection (5)(c); and

(vi) the municipality records a copy of the written notice of lien described in Subsection (5)(a)(iv) with the county recorder of the county in which the property is located.

(b) The written notice of violation shall:

(i) describe the specific violation;

(ii) provide the owner of the internal accessory dwelling unit a reasonable opportunity to cure the violation that is:

(A) no less than 14 days after the day on which the municipality sends the written notice of violation, if the violation results from the owner renting or offering to rent the internal accessory dwelling unit for a period of less than 30 consecutive days; or

(B) no less than 30 days after the day on which the municipality sends the written notice of violation, for any other violation;

(iii) state that if the owner of the property fails to cure the violation within the time period described in Subsection (5)(b)(ii), the municipality may hold a lien against the property in an amount of up to $100 for each day of violation after the day on which the opportunity to cure the violation expires;

(iv) notify the owner of the property:

(A) that the owner may file a written objection to the violation within 14 days after the day on which the written notice of violation is post-marked or posted on the property; and

(B) of the name and address of the municipal office where the owner may file the written objection;

(v) be mailed to:

(A) the property's owner of record; and

(B) any other individual designated to receive notice in the owner's license or permit records; and

(vi) be posted on the property.

(c) The written notice of lien shall:

(i) comply with the requirements of Section 38-12-102;

(ii) state that the property is subject to a lien;

(iii) specify the lien amount, in an amount of up to $100 for each day of violation after the day on which the opportunity to cure the violation expires;

(iv) be mailed to:

(A) the property's owner of record; and

(B) any other individual designated to receive notice in the owner's license or permit records; and

(v) be posted on the property.

(d) (i) If an owner of property files a written objection in accordance with Subsection (5)(b)(iv), the municipality shall:

(A) hold a hearing in accordance with Title 52, Chapter 4, Open and Public Meetings Act, to conduct a review and determine whether the specific violation described in the written notice of violation under Subsection (5)(b) has occurred; and

(B) notify the owner in writing of the date, time, and location of the hearing described in Subsection (5)(d)(i)(A) no less than 14 days before the day on which the hearing is held.

(ii) If an owner of property files a written objection under Subsection (5)(b)(iv), a municipality may not record a lien under this Subsection (5) until the municipality holds a hearing and determines that the specific violation has occurred.

(iii) If the municipality determines at the hearing that the specific violation has occurred, the municipality may impose a lien in an amount of up to $100 for each day of violation after the day on which the opportunity to cure the violation expires, regardless of

whether the hearing is held after the day on which the opportunity to cure the violation has expired.

(e) If an owner cures a violation within the time period prescribed in the written notice of violation under Subsection (5)(b), the municipality may not hold a lien against the property, or impose any penalty or fee on the owner, in relation to the specific violation described in the written notice of violation under Subsection (5)(b).

(6) (a) A municipality that issues, on or after October 1, 2021, a permit or license to an owner of a primary dwelling to rent an internal accessory dwelling unit, or a building permit to an owner of a primary dwelling to create an internal accessory dwelling unit, may record a notice in the office of the recorder of the county in which the primary dwelling is located.

(b) The notice described in Subsection (6)(a) shall include:

(i) a description of the primary dwelling;

(ii) a statement that the primary dwelling contains an internal accessory dwelling unit; and

(iii) a statement that the internal accessory dwelling unit may only be used in accordance with the municipality's land use regulations.

(c) The municipality shall, upon recording the notice described in Subsection (6)(a), deliver a copy of the notice to the owner of the internal accessory dwelling unit.

Section 5. Section **15A-3-202** is amended to read:

15A-3-202. Amendments to Chapters 1 through 5 of IRC.

(1) In IRC, Section R102, a new Section R102.7.2 is added as follows: "R102.7.2 Physical change for bedroom window egress. A structure whose egress window in an existing bedroom is smaller than required by this code, and that complied with the construction code in effect at the time that the bedroom was finished, is not required to undergo a physical change to conform to this code if the change would compromise the structural integrity of the structure or could not be completed in accordance with other applicable requirements of this code, including setback and window well requirements."

(2) In IRC, Section R108.3, the following sentence is added at the end of the section:

"The building official shall not request proprietary information."

(3) In IRC, Section 109:

(a) A new IRC, Section 109.1.5, is added as follows: "R109.1.5 Weather-resistant exterior wall envelope inspections. An inspection shall be made of the weather-resistant exterior wall envelope as required by Section R703.1 and flashings as required by Section R703.8 to prevent water from entering the weather-resistive barrier."

(b) The remaining sections are renumbered as follows: R109.1.6 Other inspections; R109.1.6.1 Fire- and smoke-resistance-rated construction inspection; R109.1.6.2 Reinforced masonry, insulating concrete form (ICF) and conventionally formed concrete wall inspection; and R109.1.7 Final inspection.

(4) IRC, Section R114.1, is deleted and replaced with the following: "R114.1 Notice to owner. Upon notice from the building official that work on any building or structure is being prosecuted contrary to the provisions of this code or other pertinent laws or ordinances or in an unsafe and dangerous manner, such work shall be immediately stopped. The stop work order shall be in writing and shall be given to the owner of the property involved, or to the owner's agent or to the person doing the work; and shall state the conditions under which work will be permitted to resume."

(5) In IRC, Section R202, the following definition is added: "ACCESSORY DWELLING UNIT: A habitable living unit created within the existing footprint of a primary owner-occupied single-family dwelling."

[~~(5)~~] (6) In IRC, Section R202, the following definition is added: "CERTIFIED BACKFLOW PREVENTER ASSEMBLY TESTER: A person who has shown competence to test Backflow prevention assemblies to the satisfaction of the authority having jurisdiction under Utah Code, Subsection 19-4-104(4)."

[~~(6)~~] (7) In IRC, Section R202, the definition of "Cross Connection" is deleted and replaced with the following: "CROSS CONNECTION. Any physical connection or potential connection or arrangement between two otherwise separate piping systems, one of which contains potable water and the other either water of unknown or questionable safety or steam,

gas, or chemical, whereby there exists the possibility for flow from one system to the other, with the direction of flow depending on the pressure differential between the two systems (see "Backflow, Water Distribution")."

[~~(7)~~] (8) In IRC, Section 202, in the definition for gray water a comma is inserted after the word "washers"; the word "and" is deleted; and the following is added to the end: "and clear water wastes which have a pH of 6.0 to 9.0; are non-flammable; non-combustible; without objectionable odors; non-highly pigmented; and will not interfere with the operation of the sewer treatment facility."

[~~(8)~~] (9) In IRC, Section R202, the definition of "Potable Water" is deleted and replaced with the following: "POTABLE WATER. Water free from impurities present in amounts sufficient to cause disease or harmful physiological effects and conforming to the Utah Code, Title 19, Chapter 4, Safe Drinking Water Act, and Title 19, Chapter 5, Water Quality Act, and the regulations of the public health authority having jurisdiction."

[~~(9)~~] (10) IRC, Figure R301.2(5), is deleted and replaced with R301.2(5) as follows:

"TABLE R301.2(5)

GROUND SNOW LOADS FOR SELECTED LOCATIONS IN UTAH

City/Town	County	Ground Snow Load (lb/ft2)	Elevation (ft)
Beaver	Beaver	35	5886
Brigham City	Box Elder	42	4423
Castle Dale	Emery	32	5669
Coalville	Summit	57	5581
Duchesne	Duchesne	39	5508
Farmington	Davis	35	4318
Fillmore	Millard	30	5138
Heber City	Wasatch	60	5604
Junction	Piute	27	6030
Kanab	Kane	25	4964

Loa	Wayne	37	7060
Logan	Cache	43	4531
Manila	Daggett	26	6368
Manti	Sanpete	37	5620
Moab	Grand	21	4029
Monticello	San Juan	67	7064
Morgan	Morgan	52	5062
Nephi	Juab	39	5131
Ogden	Weber	37	4334
Panguitch	Garfield	41	6630
Parowan	Iron	32	6007
Price	Carbon	31	5558
Provo	Utah	31	4541
Randolph	Rich	50	6286
Richfield	Sevier	27	5338
St. George	Washington	21	2585
Salt Lake City	Salt Lake	28	4239
Tooele	Tooele	35	5029
Vernal	Uintah	39	5384

Note: To convert lb/ft2 to kN/m2, multiply by 0.0479. To convert feet to meters, multiply by 0.3048. 1. Statutory requirements of the Authority Having Jurisdiction are not included in this state ground snow load table. 2. For locations where there is substantial change in altitude over the city/town, the load applies at and below the cited elevation, with a tolerance of 100 ft (30 m). 3. For other locations in Utah, see Bean, B., Maguire, M., Sun, Y. (2018), "The Utah Snow Load Study," Utah State University Civil and Environmental Engineering Faculty Publications, Paper 3589, http://utahsnowload.usu.edu/, for ground snow load values.

[~~(10)~~] (11) IRC, Section R301.6, is deleted and replaced with the following: "R301.6 Utah Snow Loads. The snow loads specified in Table R301.2(5b) shall be used for the jurisdictions identified in that table. Otherwise, for other locations in Utah, see Bean, B., Maguire, M., Sun, Y. (2018), "The Utah Snow Load Study," Utah State University Civil and Environmental Engineering Faculty Publications, Paper 3589, http://utahsnowload.usu.edu/, for ground snow load values."

[~~(11)~~] (12) In IRC, Section R302.2, the following sentence is added after the second sentence: "When an access/maintenance agreement or easement is in place, plumbing, mechanical ducting, schedule 40 steel gas pipe, and electric service conductors including feeders, are permitted to penetrate the common wall at grade, above grade, or below grade."

(13) In IRC, Section R302.3, a new exception 3 is added as follows: "3. Accessory dwelling units separated by walls or floor assemblies protected by not less than 1/2-inch (12.7 mm) gypsum board or equivalent on each side of the wall or bottom of the floor assembly are exempt from the requirements of this section."

[~~(12)~~] (14) In IRC, Section R302.5.1, the words "self-closing device" are deleted and replaced with "self-latching hardware."

[~~(13)~~] (15) IRC, Section R302.13, is deleted.

[~~(14)~~] (16) In IRC, Section R303.4, the number "5" is changed to "3" in the first sentence.

(17) In IRC, Section R310.6, in the exception, the words "or accessory dwelling units" are added after the words "sleeping rooms".

[~~(15)~~] (18) IRC, Sections R311.7.4 through R311.7.5.3, are deleted and replaced with the following: "R311.7.4 Stair treads and risers. R311.7.5.1 Riser height. The maximum riser height shall be 8 inches (203 mm). The riser shall be measured vertically between leading edges of the adjacent treads. The greatest riser height within any flight of stairs shall not exceed the smallest by more than 3/8 inch (9.5 mm).

R311.7.5.2 Tread depth. The minimum tread depth shall be 9 inches (228 mm). The tread depth shall be measured horizontally between the vertical planes of the foremost projection of adjacent treads and at a right angle to the tread's leading edge. The greatest tread depth within any flight of stairs shall not exceed the smallest by more than 3/8 inch (9.5 mm). Winder treads shall have a minimum tread depth of 10 inches (254 mm) measured as above at a point 12 inches (305 mm) from the side where the treads are narrower. Winder treads shall have a minimum tread depth of 6 inches (152 mm) at any point. Within any flight of stairs, the greatest winder tread depth at the 12-inch (305 mm) walk line shall not exceed the smallest by more than 3/8 inch (9.5 mm).

R311.7.5.3 Profile. The radius of curvature at the leading edge of the tread shall be no greater than 9/16 inch (14.3 mm). A nosing not less than 3/4 inch (19 mm) but not more than 1 1/4 inches (32 mm) shall be provided on stairways with solid risers. The greatest nosing projection shall not exceed the smallest nosing projection by more than 3/8 inch (9.5 mm) between two stories, including the nosing at the level of floors and landings. Beveling of nosing shall not exceed 1/2 inch (12.7 mm). Risers shall be vertical or sloped from the underside of the leading edge of the tread above at an angle not more than 30 degrees (0.51 rad) from the vertical. Open risers are permitted, provided that the opening between treads does not permit the passage of a 4-inch diameter (102 mm) sphere.

Exceptions.

1. A nosing is not required where the tread depth is a minimum of 10 inches (254 mm).

2. The opening between adjacent treads is not limited on stairs with a total rise of 30 inches

(762 mm) or less."

[~~(16)~~] (19) IRC, Section R312.2, is deleted.

[~~(17)~~] (20) IRC, Sections R313.1 through R313.2.1, are deleted and replaced with the following: "R313.1 Design and installation. When installed, automatic residential fire sprinkler systems for townhouses or one- and two-family dwellings shall be designed and installed in accordance with Section P2904 or NFPA 13D."

(21) In IRC, Section R314.2.2, the words "or accessory dwelling units" are added after the words "sleeping rooms".

(22) In IRC, Section R315.2.2, the words "or accessory dwelling units" are added after the words "sleeping rooms".

[~~(18)~~] (23) In IRC, Section 315.3, the following words are added to the first sentence after the word "installed": "on each level of the dwelling unit and."

[~~(19)~~] (24) In IRC, Section R315.5, a new exception, 3, is added as follows: "3. Hard wiring of carbon monoxide alarms in existing areas shall not be required where the alterations or repairs do not result in the removal of interior wall or ceiling finishes exposing the structure, unless there is an attic, crawl space or basement available which could provide access for hard wiring, without the removal of interior finishes."

[~~(20)~~] (25) A new IRC, Section R315.7, is added as follows: " R315.7 Interconnection. Where more than one carbon monoxide alarm is required to be installed within an individual dwelling unit in accordance with Section R315.1, the alarm devices shall be interconnected in such a manner that the actuation of one alarm will activate all of the alarms in the individual unit. Physical interconnection of smoke alarms shall not be required where listed wireless alarms are installed and all alarms sound upon activation of one alarm.
Exception: Interconnection of carbon monoxide alarms in existing areas shall not be required where alterations or repairs do not result in removal of interior wall or ceiling finishes exposing the structure, unless there is an attic, crawl space or basement available which could provide access for interconnection without the removal of interior finishes."

[~~(21)~~] (26) In IRC, Section R317.1.5, the period is deleted and the following language

is added to the end of the paragraph: "or treated with a moisture resistant coating."

[~~(22)~~] (27) In IRC, Section 326.1, the words "residential provisions of the" are added after the words "pools and spas shall comply with".

[~~(23)~~] (28) In IRC, Section R403.1.6, a new Exception 3 is added as follows: "3. When anchor bolt spacing does not exceed 32 inches (813 mm) apart, anchor bolts may be placed with a minimum of two bolts per plate section located not less than 4 inches (102 mm) from each end of each plate section at interior bearing walls, interior braced wall lines, and at all exterior walls."

[~~(24)~~] (29) In IRC, Section R403.1.6.1, a new exception is added at the end of Item 2 and Item 3 as follows: "Exception: When anchor bolt spacing does not exceed 32 inches (816 mm) apart, anchor bolts may be placed with a minimum of two bolts per plate section located not less than 4 inches (102 mm) from each end of each plate section at interior bearing walls, interior braced wall lines, and at all exterior walls."

[~~(25)~~] (30) In IRC, Section R404.1, a new exception is added as follows: "Exception: As an alternative to complying with Sections R404.1 through R404.1.5.3, concrete and masonry foundation walls may be designed in accordance with IBC Sections 1807.1.5 and 1807.1.6 as amended in Section 1807.1.6.4 and Table 1807.1.6.4 under these rules."

[~~(26)~~] (31) In IRC, Section R405.1, a new exception is added as follows: "Exception: When a geotechnical report has been provided for the property, a drainage system is not required unless the drainage system is required as a condition of the geotechnical report. The geological report shall make a recommendation regarding a drainage system."

Section 6. Section **15A-3-204** is amended to read:

15A-3-204. Amendments to Chapters 16 through 25 of IRC.

(1) In IRC, Section M1602.2, a new exception is added at the end of Item 6 as follows: "Exception: The discharge of return air from an accessory dwelling unit into another dwelling unit, or into an accessory dwelling unit from another dwelling unit, is not prohibited."

(2) A new IRC, Section G2401.2, is added as follows: "G2401.2 Meter Protection. Fuel gas services shall be in an approved location and/or provided with structures designed to

protect the fuel gas meter and surrounding piping from physical damage, including falling, moving, or migrating ice and snow. If an added structure is used, it must provide access for service and comply with the IBC or the IRC."

Section 7. Section **15A-3-206** is amended to read:

15A-3-206. Amendments to Chapters 36 through 44 and Appendix F of IRC.

(1) In IRC, Section E3601.6.2, a new exception is added as follows: "Exception: An occupant of an accessory dwelling unit is not required to have access to the disconnect serving the dwelling unit in which they reside."

[~~(1)~~] (2) In IRC, Section E3705.4.5, the following words are added after the word "assemblies": "with ungrounded conductors 10 AWG and smaller".

[~~(2)~~] (3) In IRC, Section E3901.9, the following exception is added: "Exception: Receptacles or other outlets adjacent to the exterior walls of the garage, outlets adjacent to an exterior wall of the garage, or outlets in a storage room with entry from the garage may be connected to the garage branch circuit."

[~~(3)~~] (4) IRC, Section E3902.16 is deleted.

[~~(4)~~] (5) In Section E3902.17:

(a) following the word "Exception" the number "1." is added; and

(b) at the end of the section, the following sentences are added: "2. This section does not apply for a simple move or an extension of a branch circuit or an outlet which does not significantly increase the existing electrical load. This exception does not include changes involving remodeling or additions to a residence."

[~~(5)~~] (6) IRC, Chapter 44, is amended by adding the following reference standard:

"Standard reference number	Title	Referenced in code section number
USC-FCCCHR 10th Edition Manual of Cross Connection Control	Foundation for Cross-Connection Control and Hydraulic Research University of Southern California Kaprielian Hall 300 Los Angeles CA 90089-2531	Table P2902.3"

[~~(6)~~] (7) (a) When passive radon controls or portions thereof are voluntarily installed, the voluntary installation shall comply with Appendix F of the IRC.

(b) An additional inspection of a voluntary installation described in Subsection [~~(6)~~] (7)(a) is not required.

Section 8. Section **17-27a-505.5** is amended to read:

17-27a-505.5. Limit on single family designation.

(1) As used in this section, "single-family limit" means the number of [~~unrelated~~] individuals allowed to occupy each residential unit that is recognized by a land use authority in a zone permitting occupancy by a single family.

(2) A county may not adopt a single-family limit that is less than:

(a) three, if the county has within its unincorporated area:

(i) a state university;

(ii) a private university with a student population of at least 20,000; or

(iii) a mountainous planning district; or

(b) four, for each other county.

Section 9. Section **17-27a-510.5** is amended to read:

17-27a-510.5. Changes to dwellings -- Egress windows.

(1) [~~For purposes of~~] As used in this section[~~, "rental~~]:

(a) "Internal accessory dwelling unit" means an accessory dwelling unit created:

(i) within a primary dwelling;

(ii) within the footprint of the primary dwelling described in Subsection (1)(a)(i) at the time the internal accessory dwelling unit is created; and

(iii) for the purpose of offering a long-term rental of 30 consecutive days or longer.

(b) "Primary dwelling" means a single-family dwelling that:

(i) is detached; and

(ii) is occupied as the primary residence of the owner of record.

(c) "Rental dwelling" means the same as that term is defined in Section 10-8-85.5.

(2) A county ordinance adopted under Section 10-1-203.5 may not:

(a) require physical changes in a structure with a legal nonconforming rental dwelling use unless the change is for:

(i) the reasonable installation of:

(A) a smoke detector that is plugged in or battery operated;

(B) a ground fault circuit interrupter protected outlet on existing wiring;

(C) street addressing;

(D) except as provided in Subsection (3), an egress bedroom window if the existing bedroom window is smaller than that required by current State Construction Code;

(E) an electrical system or a plumbing system, if the existing system is not functioning or is unsafe as determined by an independent electrical or plumbing professional who is licensed in accordance with Title 58, Occupations and Professions;

(F) hand or guard rails; or

(G) occupancy separation doors as required by the International Residential Code; or

(ii) the abatement of a structure; or

(b) be enforced to terminate a legal nonconforming rental dwelling use.

(3) (a) A county may not require physical changes to install an egress or emergency escape window in an existing bedroom that complied with the State Construction Code in effect at the time the bedroom was finished if:

[~~(a)~~] (i) the dwelling is an owner-occupied dwelling or a rental dwelling that is:

[~~(i)~~] (A) a detached one-, two-, three-, or four-family dwelling; or

[~~(ii)~~] (B) a town home that is not more than three stories above grade with a separate means of egress; and

[~~(b) (i)~~] (ii) (A) the window in the existing bedroom is smaller than that required by current State Construction Code; and

[~~(ii)~~] (B) the change would compromise the structural integrity of the structure or could not be completed in accordance with current State Construction Code, including set-back and window well requirements.

(b) Subsection (3)(a) does not apply to an internal accessory dwelling unit.

(4) Nothing in this section prohibits a county from:

(a) regulating the style of window that is required or allowed in a bedroom;

(b) requiring that a window in an existing bedroom be fully openable if the openable area is less than required by current State Construction Code; or

(c) requiring that an existing window not be reduced in size if the openable area is smaller than required by current State Construction Code.

Section 10. Section **17-27a-526** is enacted to read:

17-27a-526. Internal accessory dwelling units.

(1) As used in this section:

(a) "Internal accessory dwelling unit" means an accessory dwelling unit created:

(i) within a primary dwelling;

(ii) within the footprint of the primary dwelling described in Subsection (1)(a)(i) at the time the internal accessory dwelling unit is created; and

(iii) for the purpose of offering a long-term rental of 30 consecutive days or longer.

(b) "Primary dwelling" means a single-family dwelling that:

(i) is detached; and

(ii) is occupied as the primary residence of the owner of record.

(2) In any area zoned primarily for residential use:

(a) the use of an internal accessory dwelling unit is a permitted use; and

(b) except as provided in Subsections (3) and (4), a county may not establish any restrictions or requirements for the construction or use of one internal accessory dwelling unit within a primary dwelling, including a restriction or requirement governing:

(i) the size of the internal accessory dwelling unit in relation to the primary dwelling;

(ii) total lot size; or

(iii) street frontage.

(3) An internal accessory dwelling unit shall comply with all applicable building, health, and fire codes.

(4) A county may:

(a) prohibit the installation of a separate utility meter for an internal accessory dwelling unit;

(b) require that an internal accessory dwelling unit be designed in a manner that does not change the appearance of the primary dwelling as a single-family dwelling;

(c) require a primary dwelling:

(i) to include one additional on-site parking space for an internal accessory dwelling unit, regardless of whether the primary dwelling is existing or new construction; and

(ii) to replace any parking spaces contained within a garage or carport if an internal accessory dwelling unit is created within the garage or carport;

(d) prohibit the creation of an internal accessory dwelling unit within a mobile home as defined in Section 57-16-3;

(e) require the owner of a primary dwelling to obtain a permit or license for renting an internal accessory dwelling unit;

(f) prohibit the creation of an internal accessory dwelling unit within a zoning district covering an area that is equivalent to 25% or less of the total unincorporated area in the county that is zoned primarily for residential use;

(g) prohibit the creation of an internal accessory dwelling unit if the primary dwelling is served by a failing septic tank;

(h) prohibit the creation of an internal accessory dwelling unit if the lot containing the primary dwelling is 6,000 square feet or less in size;

(i) prohibit the rental or offering the rental of an internal accessory dwelling unit for a period of less than 30 consecutive days;

(j) prohibit the rental of an internal accessory dwelling unit if the internal accessory dwelling unit is located in a dwelling that is not occupied as the owner's primary residence;

(k) hold a lien against a property that contains an internal accessory dwelling unit in accordance with Subsection (5); and

(l) record a notice for an internal accessory dwelling unit in accordance with Subsection (6).

(5) (a) In addition to any other legal or equitable remedies available to a county, a county may hold a lien against a property that contains an internal accessory dwelling unit if:

(i) the owner of the property violates any of the provisions of this section or any ordinance adopted under Subsection (4);

(ii) the county provides a written notice of violation in accordance with Subsection (5)(b);

(iii) the county holds a hearing and determines that the violation has occurred in accordance with Subsection (5)(d), if the owner files a written objection in accordance with Subsection (5)(b)(iv);

(iv) the owner fails to cure the violation within the time period prescribed in the written notice of violation under Subsection (5)(b);

(v) the county provides a written notice of lien in accordance with Subsection (5)(c); and

(vi) the county records a copy of the written notice of lien described in Subsection (5)(a)(iv) with the county recorder of the county in which the property is located.

(b) The written notice of violation shall:

(i) describe the specific violation;

(ii) provide the owner of the internal accessory dwelling unit a reasonable opportunity to cure the violation that is:

(A) no less than 14 days after the day on which the county sends the written notice of violation, if the violation results from the owner renting or offering to rent the internal accessory dwelling unit for a period of less than 30 consecutive days; or

(B) no less than 30 days after the day on which the county sends the written notice of violation, for any other violation; and

(iii) state that if the owner of the property fails to cure the violation within the time period described in Subsection (5)(b)(ii), the county may hold a lien against the property in an amount of up to $100 for each day of violation after the day on which the opportunity to cure the violation expires;

(iv) notify the owner of the property:

(A) that the owner may file a written objection to the violation within 14 days after the day on which the written notice of violation is post-marked or posted on the property; and

(B) of the name and address of the county office where the owner may file the written objection;

(v) be mailed to:

(A) the property's owner of record; and

(B) any other individual designated to receive notice in the owner's license or permit records; and

(vi) be posted on the property.

(c) The written notice of lien shall:

(i) comply with the requirements of Section 38-12-102;

(ii) describe the specific violation;

(iii) specify the lien amount, in an amount of up to $100 for each day of violation after the day on which the opportunity to cure the violation expires;

(iv) be mailed to:

(A) the property's owner of record; and

(B) any other individual designated to receive notice in the owner's license or permit records; and

(v) be posted on the property.

(d) (i) If an owner of property files a written objection in accordance with Subsection (5)(b)(iv), the county shall:

(A) hold a hearing in accordance with Title 52, Chapter 4, Open and Public Meetings Act, to conduct a review and determine whether the specific violation described in the written notice of violation under Subsection (5)(b) has occurred; and

(B) notify the owner in writing of the date, time, and location of the hearing described in Subsection (5)(d)(i)(A) no less than 14 days before the day on which the hearing is held.

(ii) If an owner of property files a written objection under Subsection (5)(b)(iv), a

county may not record a lien under this Subsection (5) until the county holds a hearing and determines that the specific violation has occurred.

(iii) If the county determines at the hearing that the specific violation has occurred, the county may impose a lien in an amount of up to $100 for each day of violation after the day on which the opportunity to cure the violation expires, regardless of whether the hearing is held after the day on which the opportunity to cure the violation has expired.

(e) If an owner cures a violation within the time period prescribed in the written notice of violation under Subsection (5)(b), the county may not hold a lien against the property, or impose any penalty or fee on the owner, in relation to the specific violation described in the written notice of violation under Subsection (5)(b).

(6) (a) A county that issues, on or after October 1, 2021, a permit or license to an owner of a primary dwelling to rent an internal accessory dwelling unit, or a building permit to an owner of a primary dwelling to create an internal accessory dwelling unit, may record a notice in the office of the recorder of the county in which the primary dwelling is located.

(b) The notice described in Subsection (6)(a) shall include:

(i) a description of the primary dwelling;

(ii) a statement that the primary dwelling contains an internal accessory dwelling unit; and

(iii) a statement that the internal accessory dwelling unit may only be used in accordance with the county's land use regulations.

(c) The county shall, upon recording the notice described in Subsection (6)(a), deliver a copy of the notice to the owner of the internal accessory dwelling unit.

Section 11. Section **17-50-338** is amended to read:

17-50-338. Ordinances regarding short-term rentals -- Prohibition on ordinances restricting speech on short-term rental websites.

(1) As used in this section:

(a) "Internal accessory dwelling unit" means the same as that term is defined in Section 10-9a-511.5.

[~~(a)~~] (b) "Residential unit" means a residential structure or any portion of a residential structure that is occupied as a residence.

[~~(b)~~] (c) "Short-term rental" means a residential unit or any portion of a residential unit that the owner of record or the lessee of the residential unit offers for occupancy for fewer than 30 consecutive days.

[~~(c)~~] (d) "Short-term rental website" means a website that:

(i) allows a person to offer a short-term rental to one or more prospective renters; and

(ii) facilitates the renting of, and payment for, a short-term rental.

(2) Notwithstanding Section 17-27a-501 or Subsection 17-27a-503(1), a legislative body may not:

(a) enact or enforce an ordinance that prohibits an individual from listing or offering a short-term rental on a short-term rental website; or

(b) use an ordinance that prohibits the act of renting a short-term rental to fine, charge, prosecute, or otherwise punish an individual solely for the act of listing or offering a short-term rental on a short-term rental website.

(3) Subsection (2) does not apply to an individual who lists or offers an internal accessory dwelling unit as a short-term rental on a short-term rental website if the county records a notice for the internal accessory dwelling unit under Subsection 17-27a-526(6).

Section 12. Section **35A-8-504.5** is enacted to read:

35A-8-504.5. Low-income ADU loan guarantee pilot program.

(1) As used in this section:

(a) "Accessory dwelling unit" means the same as that term is defined in Section 10-9a-103.

(b) "Borrower" means a residential property owner who receives a low-income ADU loan from a lender.

(c) "Lender" means a trust company, savings bank, savings and loan association, bank, credit union, or any other entity that provides low-income ADU loans directly to borrowers.

(d) "Low-income ADU loan" means a loan made by a lender to a borrower for the

purpose of financing the construction of an accessory dwelling unit that is:

(i) located on the borrower's residential property; and

(ii) rented to a low-income individual.

(e) "Low-income individual" means an individual whose household income is less than 80% of the area median income.

(f) "Pilot program" means the two-year pilot program created in this section.

(2) The executive director shall establish a two-year pilot program to provide loan guarantees on behalf of borrowers for the purpose of insuring the repayment of low-income ADU loans.

(3) The executive director may not provide a loan guarantee for a low-income ADU loan under the pilot program unless:

(a) the lender:

(i) agrees in writing to participate in the pilot program;

(ii) makes available to prospective borrowers the option of receiving a low-income ADU loan that:

(A) has a term of 15 years; and

(B) charges interest at a fixed rate;

(iii) monitors the activities of the borrower on a yearly basis during the term of the loan to ensure the borrower's compliance with:

(A) Subsection (3)(c); and

(B) any other term or condition of the loan; and

(iv) promptly notifies the executive director in writing if the borrower fails to comply with:

(A) Subsection (3)(c); or

(B) any other term or condition of the loan;

(b) the loan terms of the low-income ADU loan:

(i) are consistent with the loan terms described in Subsection (3)(a)(ii); or

(ii) if different from the loan terms described in Subsection (3)(a)(ii), are mutually

agreed upon by the lender and the borrower; and

(c) the borrower:

(i) agrees in writing to participate in the pilot program;

(ii) constructs an accessory dwelling unit on the borrower's residential property within one year after the day on which the borrower receives the loan;

(iii) occupies the primary residence to which the accessory dwelling unit is associated:

(A) after the accessory dwelling unit is completed; and

(B) for the remainder of the term of the loan; and

(iv) rents the accessory dwelling unit to a low-income individual:

(A) after the accessory dwelling unit is completed; and

(B) for the remainder of the term of the loan.

(4) At the direction of the board, the executive director shall make rules in accordance with Title 63G, Chapter 3, Utah Administrative Rulemaking Act, to establish:

(a) the minimum criteria for lenders and borrowers to participate in the pilot program;

(b) the terms and conditions for loan guarantees provided under the pilot program, consistent with Subsection (3); and

(c) procedures for the pilot program's loan guarantee process.

(5) The executive director shall submit a report on the pilot program to the Business and Labor Interim Committee on or before November 30, 2023.

Section 13. Section **35A-8-505** is amended to read:

35A-8-505. Activities authorized to receive fund money -- Powers of the executive director.

At the direction of the board, the executive director may:

(1) provide fund money to any of the following activities:

(a) the acquisition, rehabilitation, or new construction of low-income housing units;

(b) matching funds for social services projects directly related to providing housing for special-need renters in assisted projects;

(c) the development and construction of accessible housing designed for low-income

persons;

(d) the construction or improvement of a shelter or transitional housing facility that provides services intended to prevent or minimize homelessness among members of a specific homeless subpopulation;

(e) the purchase of an existing facility to provide temporary or transitional housing for the homeless in an area that does not require rezoning before providing such temporary or transitional housing;

(f) the purchase of land that will be used as the site of low-income housing units;

(g) the preservation of existing affordable housing units for low-income persons; [~~and~~]

(h) providing loan guarantees under the two-year pilot program established in Section 35A-8-504.5; and

[~~(h)~~] (i) other activities that will assist in minimizing homelessness or improving the availability or quality of housing in the state for low-income persons; and

(2) do any act necessary or convenient to the exercise of the powers granted by this part or reasonably implied from those granted powers, including:

(a) making or executing contracts and other instruments necessary or convenient for the performance of the executive director and board's duties and the exercise of the executive director and board's powers and functions under this part, including contracts or agreements for the servicing and originating of mortgage loans;

(b) procuring insurance against a loss in connection with property or other assets held by the fund, including mortgage loans, in amounts and from insurers it considers desirable;

(c) entering into agreements with a department, agency, or instrumentality of the United States or this state and with mortgagors and mortgage lenders for the purpose of planning and regulating and providing for the financing and refinancing, purchase, construction, reconstruction, rehabilitation, leasing, management, maintenance, operation, sale, or other disposition of residential housing undertaken with the assistance of the department under this part;

(d) proceeding with a foreclosure action, to own, lease, clear, reconstruct, rehabilitate,

repair, maintain, manage, operate, assign, encumber, sell, or otherwise dispose of real or personal property obtained by the fund due to the default on a mortgage loan held by the fund in preparation for disposition of the property, taking assignments of leases and rentals, proceeding with foreclosure actions, and taking other actions necessary or incidental to the performance of its duties; and

(e) selling, at a public or private sale, with public bidding, a mortgage or other obligation held by the fund.

Section 14. Section **57-8a-209** is amended to read:

57-8a-209. Rental restrictions.

(1) (a) Subject to Subsections (1)(b), (5), [~~and~~] (6), and (10), an association may:

(i) create restrictions on the number and term of rentals in an association; or

(ii) prohibit rentals in the association.

(b) An association that creates a rental restriction or prohibition in accordance with Subsection (1)(a) shall create the rental restriction or prohibition in a recorded declaration of covenants, conditions, and restrictions, or by amending the recorded declaration of covenants, conditions, and restrictions.

(2) If an association prohibits or imposes restrictions on the number and term of rentals, the restrictions shall include:

(a) a provision that requires the association to exempt from the rental restrictions the following lot owner and the lot owner's lot:

(i) a lot owner in the military for the period of the lot owner's deployment;

(ii) a lot occupied by a lot owner's parent, child, or sibling;

(iii) a lot owner whose employer has relocated the lot owner for two years or less;

(iv) a lot owned by an entity that is occupied by an individual who:

(A) has voting rights under the entity's organizing documents; and

(B) has a 25% or greater share of ownership, control, and right to profits and losses of the entity; or

(v) a lot owned by a trust or other entity created for estate planning purposes if the trust

or other estate planning entity was created for:

(A) the estate of a current resident of the lot; or

(B) the parent, child, or sibling of the current resident of the lot;

(b) a provision that allows a lot owner who has a rental in the association before the time the rental restriction described in Subsection (1)(a) is recorded with the county recorder of the county in which the association is located to continue renting until:

(i) the lot owner occupies the lot;

(ii) an officer, owner, member, trustee, beneficiary, director, or person holding a similar position of ownership or control of an entity or trust that holds an ownership interest in the lot, occupies the lot; or

(iii) the lot is transferred; and

(c) a requirement that the association create, by rule or resolution, procedures to:

(i) determine and track the number of rentals and lots in the association subject to the provisions described in Subsections (2)(a) and (b); and

(ii) ensure consistent administration and enforcement of the rental restrictions.

(3) For purposes of Subsection (2)(b)(iii), a transfer occurs when one or more of the following occur:

(a) the conveyance, sale, or other transfer of a lot by deed;

(b) the granting of a life estate in the lot; or

(c) if the lot is owned by a limited liability company, corporation, partnership, or other business entity, the sale or transfer of more than 75% of the business entity's share, stock, membership interests, or partnership interests in a 12-month period.

(4) This section does not limit or affect residency age requirements for an association that complies with the requirements of the Housing for Older Persons Act, 42 U.S.C. Sec. 3607.

(5) A declaration of covenants, conditions, and restrictions or amendments to the declaration of covenants, conditions, and restrictions recorded before the transfer of the first lot from the initial declarant may prohibit or restrict rentals without providing for the exceptions,

provisions, and procedures required under Subsection (2).

(6) (a) Subsections (1) through (5) do not apply to:

(i) an association that contains a time period unit as defined in Section 57-8-3;

(ii) any other form of timeshare interest as defined in Section 57-19-2; or

(iii) subject to Subsection (6)(b), an association that is formed before May 12, 2009, unless, on or after May 12, 2015, the association:

(A) adopts a rental restriction or prohibition; or

(B) amends an existing rental restriction or prohibition.

(b) An association that adopts a rental restriction or amends an existing rental restriction or prohibition before May 9, 2017, is not required to include the exemption described in Subsection (2)(a)(iv).

(7) Notwithstanding this section, an association may restrict or prohibit rentals without an exception described in Subsection (2) if:

(a) the restriction or prohibition receives unanimous approval by all lot owners; and

(b) when the restriction or prohibition requires an amendment to the association's recorded declaration of covenants, conditions, and restrictions, the association fulfills all other requirements for amending the recorded declaration of covenants, conditions, and restrictions described in the association's governing documents.

(8) Except as provided in Subsection (9), an association may not require a lot owner who owns a rental lot to:

(a) obtain the association's approval of a prospective renter;

(b) give the association:

(i) a copy of a rental application;

(ii) a copy of a renter's or prospective renter's credit information or credit report;

(iii) a copy of a renter's or prospective renter's background check; or

(iv) documentation to verify the renter's age; or

(c) pay an additional assessment, fine, or fee because the lot is a rental lot.

(9) (a) A lot owner who owns a rental lot shall give an association the documents

described in Subsection (8)(b) if the lot owner is required to provide the documents by court order or as part of discovery under the Utah Rules of Civil Procedure.

(b) If an association's declaration of covenants, conditions, and restrictions lawfully prohibits or restricts occupancy of the lots by a certain class of individuals, the association may require a lot owner who owns a rental lot to give the association the information described in Subsection (8)(b), if:

(i) the information helps the association determine whether the renter's occupancy of the lot complies with the association's declaration of covenants, conditions, and restrictions; and

(ii) the association uses the information to determine whether the renter's occupancy of the lot complies with the association's declaration of covenants, conditions, and restrictions.

(10) Notwithstanding Subsection (1)(a), an association may not restrict or prohibit the rental of an internal accessory dwelling unit, as defined in Section 10-9a-530, constructed within a lot owner's residential lot, if the internal accessory dwelling unit complies with all applicable:

(a) land use ordinances;

(b) building codes;

(c) health codes; and

(d) fire codes.

[~~(10)~~] (11) The provisions of Subsections (8) [~~and (9)~~] through (10) apply to an association regardless of when the association is created.

Section 15. Section **57-8a-218** is amended to read:

57-8a-218. Equal treatment by rules required -- Limits on association rules and design criteria.

(1) (a) Except as provided in Subsection (1)(b), a rule shall treat similarly situated lot owners similarly.

(b) Notwithstanding Subsection (1)(a), a rule may:

(i) vary according to the level and type of service that the association provides to lot

owners;

(ii) differ between residential and nonresidential uses; and

(iii) for a lot that an owner leases for a term of less than 30 days, impose a reasonable limit on the number of individuals who may use the common areas and facilities as guests of the lot tenant or lot owner.

(2) (a) If a lot owner owns a rental lot and is in compliance with the association's governing documents and any rule that the association adopts under Subsection (4), a rule may not treat the lot owner differently because the lot owner owns a rental lot.

(b) Notwithstanding Subsection (2)(a), a rule may:

(i) limit or prohibit a rental lot owner from using the common areas for purposes other than attending an association meeting or managing the rental lot;

(ii) if the rental lot owner retains the right to use the association's common areas, even occasionally:

(A) charge a rental lot owner a fee to use the common areas; or

(B) for a lot that an owner leases for a term of less than 30 days, impose a reasonable limit on the number of individuals who may use the common areas and facilities as guests of the lot tenant or lot owner; or

(iii) include a provision in the association's governing documents that:

(A) requires each tenant of a rental lot to abide by the terms of the governing documents; and

(B) holds the tenant and the rental lot owner jointly and severally liable for a violation of a provision of the governing documents.

(3) (a) A rule criterion may not abridge the rights of a lot owner to display religious and holiday signs, symbols, and decorations inside a dwelling on a lot.

(b) Notwithstanding Subsection (3)(a), the association may adopt time, place, and manner restrictions with respect to displays visible from outside the dwelling or lot.

(4) (a) A rule may not regulate the content of political signs.

(b) Notwithstanding Subsection (4)(a):

(i) a rule may regulate the time, place, and manner of posting a political sign; and

(ii) an association design provision may establish design criteria for political signs.

(5) (a) A rule may not interfere with the freedom of a lot owner to determine the composition of the lot owner's household.

(b) Notwithstanding Subsection (5)(a), an association may:

(i) require that all occupants of a dwelling be members of a single housekeeping unit; or

(ii) limit the total number of occupants permitted in each residential dwelling on the basis of the residential dwelling's:

(A) size and facilities; and

(B) fair use of the common areas.

(6) (a) A rule may not interfere with an activity of a lot owner within the confines of a dwelling or lot, to the extent that the activity is in compliance with local laws and ordinances.

(b) Notwithstanding Subsection (6)(a), a rule may prohibit an activity within a dwelling on an owner's lot if the activity:

(i) is not normally associated with a project restricted to residential use; or

(ii) (A) creates monetary costs for the association or other lot owners;

(B) creates a danger to the health or safety of occupants of other lots;

(C) generates excessive noise or traffic;

(D) creates unsightly conditions visible from outside the dwelling;

(E) creates an unreasonable source of annoyance to persons outside the lot; or

(F) if there are attached dwellings, creates the potential for smoke to enter another lot owner's dwelling, the common areas, or limited common areas.

(c) If permitted by law, an association may adopt rules described in Subsection (6)(b) that affect the use of or behavior inside the dwelling.

(7) (a) A rule may not, to the detriment of a lot owner and over the lot owner's written objection to the board, alter the allocation of financial burdens among the various lots.

(b) Notwithstanding Subsection (7)(a), an association may:

(i) change the common areas available to a lot owner;

(ii) adopt generally applicable rules for the use of common areas; or

(iii) deny use privileges to a lot owner who:

(A) is delinquent in paying assessments;

(B) abuses the common areas; or

(C) violates the governing documents.

(c) This Subsection (7) does not permit a rule that:

(i) alters the method of levying assessments; or

(ii) increases the amount of assessments as provided in the declaration.

(8) (a) Subject to Subsection (8)(b), a rule may not:

(i) prohibit the transfer of a lot; or

(ii) require the consent of the association or board to transfer a lot.

(b) Unless contrary to a declaration, a rule may require a minimum lease term.

(9) (a) A rule may not require a lot owner to dispose of personal property that was in or on a lot before the adoption of the rule or design criteria if the personal property was in compliance with all rules and other governing documents previously in force.

(b) The exemption in Subsection (9)(a):

(i) applies during the period of the lot owner's ownership of the lot; and

(ii) does not apply to a subsequent lot owner who takes title to the lot after adoption of the rule described in Subsection (9)(a).

(10) A rule or action by the association or action by the board may not unreasonably impede a declarant's ability to satisfy existing development financing for community improvements and right to develop:

(a) the project; or

(b) other properties in the vicinity of the project.

(11) A rule or association or board action may not interfere with:

(a) the use or operation of an amenity that the association does not own or control; or

(b) the exercise of a right associated with an easement.

(12) A rule may not divest a lot owner of the right to proceed in accordance with a completed application for design review, or to proceed in accordance with another approval process, under the terms of the governing documents in existence at the time the completed application was submitted by the owner for review.

(13) Unless otherwise provided in the declaration, an association may by rule:

(a) regulate the use, maintenance, repair, replacement, and modification of common areas;

(b) impose and receive any payment, fee, or charge for:

(i) the use, rental, or operation of the common areas, except limited common areas; and

(ii) a service provided to a lot owner;

(c) impose a charge for a late payment of an assessment; or

(d) provide for the indemnification of the association's officers and board consistent with Title 16, Chapter 6a, Utah Revised Nonprofit Corporation Act.

(14) (a) Except as provided in Subsection (14)(b), a rule may not prohibit the owner of a residential lot from constructing an internal accessory dwelling unit, as defined in Section 10-9a-530, within the owner's residential lot.

(b) Subsection (14)(a) does not apply if the construction would violate:

(i) a local land use ordinance;

(ii) a building code;

(iii) a health code; or

(iv) a fire code.

[~~(14)~~] (15) A rule shall be reasonable.

[~~(15)~~] (16) A declaration, or an amendment to a declaration, may vary any of the requirements of Subsections (1) through (13), except Subsection (1)(b)(ii).

[~~(16)~~] (17) A rule may not be inconsistent with a provision of the association's declaration, bylaws, or articles of incorporation.

[~~(17)~~] (18) This section applies to an association regardless of when the association is created.

Section 16. **Effective date.**

(1) Except as provided in Subsection (2), this bill takes effect on May 5, 2021.

(2) The actions affecting the following sections take effect on October 1, 2021:

(a) Section 10-8-85.4;

(b) Section 10-9a-530;

(c) Section 17-27a-526;

(d) Section 17-50-338;

(e) Section 57-8a-209; and

(f) Section 57-8a-218.

10-12-100: ACCESSORY DWELLINGS

The intent and purpose of this provision is to encourage accessory dwellings as an affordable housing opportunity while protecting the existing quality of life in the residential zones throughout the community.

Any request for an accessory dwelling such as basement, attic or garage apartments within residential dwellings must be reviewed and approved by the Staff and/or Planning Commission.

The limit is one (1) accessory dwelling per single family detached dwelling. Accessory dwellings are permitted uses in all zones; however, the following criteria must be established prior to approval or issuance of a Building Permit:

A. **Size**: The maximum size of an accessory dwelling shall not exceed 1,000 gross square feet as measured from exterior wall to exterior wall, or two-thirds the size of the primary dwelling, whichever is less. The square foot amount of the accessory dwelling shall be included in the total building square footage calculations for all structures.

B. **Parking**: One on-site parking space shall be provided in addition to the underlying parking requirements for a household unit.

C. **Single Municipal Utility Meters**: The primary dwelling and the accessory dwelling shall be on the same utility meters.

D. **Building and Fire Code**: The accessory dwelling and associated improvements shall meet Building Code regulations as well as any Fire Codes in effect.

ATTACHMENT G

Courthouse Hill Master Planned Development
Development Agreement

DRAFT
DECEMBER 2022

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DEVELOPMENT AGREEMENT

This Development Agreement ("**Agreement**") is entered into this ___ day of_____, 2022, by and between COALVILLE CITY CORPORATION, ("**City**") a municipal corporation of the State of Utah located in Summit County, and COURTHOUSE HILL, 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 6.01 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 "Courthouse Hill" (the "**Project**"). The focus of the proposed development is to build a recreational community supporting the demand for overnight stay of visitors to the Echo State Park and other nearby outdoor recreation. The development includes units for nightly rental when not being occupied by the primary owners and does not preclude owners from using the units as their primary residence.

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. 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. 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:

<u>Residential Density</u>	
Dwelling Units	12 units
Accessory Dwelling Units	no more than 12 units
<u>Open Space and Trails (Recreation)</u>	
Primary Open Space	
Active Recreation Areas	
Play Fields	
Public Trail Connection	

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

2.3.1. 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.

2.4. INTENDED USE

2.4.1. It is the intent of the Developer and/or Owner of the Development to operate the 12-lot subdivision with its 12 ~~homes~~ Dwelling Units and ADUs as a Nightly Rental Subdivision for use by those visiting Coalville and surrounding attractions. However, no ADU shall be rented separately from its associated Dwelling Unit. Each ADU, if rented, must be rented in conjunction with its associated Dwelling Unit. This Agreement would not restrict the owner(s) of the 12 properties within the subdivision from using the properties as their primary residence(s).

2.4.2. An on-site resident manager or local caretaker shall be required to manage and monitor on-site operations.

3. PRIOR AGREEMENTS AND FUTURE LAWS

3.1. EFFECT OF DEVELOPMENT AGREEMENT

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

3.2. DEVELOPMENT AGREEMENT SUBJECT TO APPLICABLE LAWS

This Development Agreement is subject to Applicable Laws.

3.3 FUTURE APPLICATIONS SUBJECT TO FUTURE LAWS

All future development applications shall be subject to Future Laws, as that term is defined 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 February 1, 2022. Future development rights, obligations and responsibilities including development application processing, fee schedules, procedures, policies, development ordinances, resolutions, engineering standards, water quality and quantity requirements, utility standards, sign standards, lighting standards, etc. shall be construed and enforced by the current standards in effect at the relevant time referred to herein as **Future Laws.** The exception to vesting described in Section 15.4, and which shall be considered as included within the definition of Future Laws, shall apply to all future applications, subject to the limitation found in this Section 3.3.

4. 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 (iii) Non-Residential Development and a maximum of 12 Dwelling Units, together with the entitled Accessory Dwelling Units of each Dwelling Unit (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).

A. Maintenance facilities
B. Accessory Dwellings (ADUs)
C. Recreational facilities
D. Amphitheater
E. 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 12 Dwelling Units. The predominant housing type will be Single Family residential. Each Dwelling Unit ~~will be allowed~~ is eligible for an Accessory Dwelling Unit, provided that the proposed ADU meets all Coalville height and setback requirements and is consistent with the Coalville R-2 Development Code as referred to in Section 4.5.2. of this Agreement. To the extent that any proposed ADU meets and is consistent with the Coalville City R-2 Development Code on record at the time of the project development application, approvals for that ADU shall not be denied.

4.3. SUPPORT FACILITIES

The Project includes various support facilities consistent with the Code.

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.

4.3.1. Courthouse Hill Development Parcels abutting the perimeter of the Property cannot increase in Density without a Major Amendment process unless the additional Density is placed a minimum of 300' from the perimeter of the Property. In no case shall the allowed Maximum Dwelling Units be exceeded.

4.3.2. 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.

4.3.3. 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.

4.3.4. 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.

4.3.5. 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.

4.4. 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") and as outlined in section 4.4.2.

4.5. ADDITIONAL USE STANDARDS AND ACCESSORY DWELLING UNITS (ADUS)

4.5.1 Construction/field Offices

Construction/field offices may be located within temporary buildings or modular structures throughout the Project Site and Master Developer may obtain Building Permits and/or temporary certificates of occupancy for 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).

4.5.2 Accessory Dwelling Units (ADUs)

The Project is limited to 12 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 Units shall be detached from the main Dwelling Unit on each lot within the subdivision. Only one ADU will be allowed per lot. All Accessory Dwelling Unit applications must be reviewed and approved by the DRC prior to submittal to the City for approval.

4.6. 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. 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.

4.7 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. 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 Design Guidelines prior to submittal for review and approval. 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 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

5.2.1.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.

5.2.1.B.The minimum width of a Flag Lot is 16 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.

5.2.2. **Residential Setbacks and Maximum Height**

~~5.2.2.~~

Table 5-2-2

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

Notes:

1. Measured to property 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 30- 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.

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 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.

5.2.5.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.

5.2.5.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.

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

5.2.5.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.

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

5.2.5.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 7' Setback for fire access.

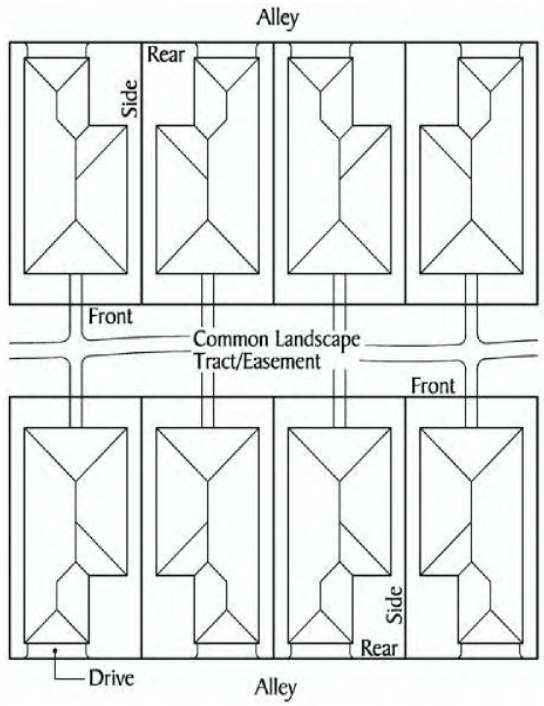
5.2.6. Alternative Lot Configurations

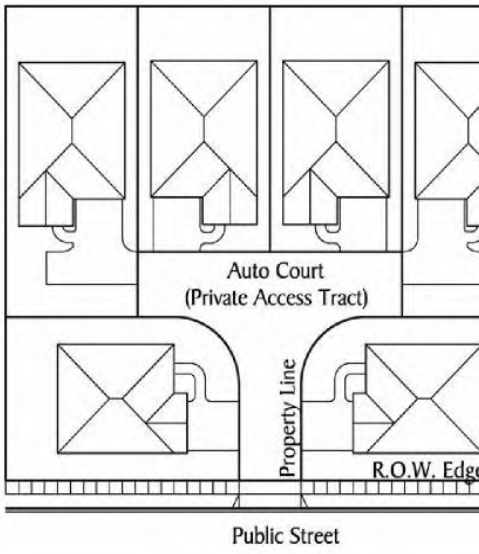
In order to promote creative and unique site designs, Alternative Lot Configurations are allowed within the Project. Alternative Lot Configurations include, but are not limited to:

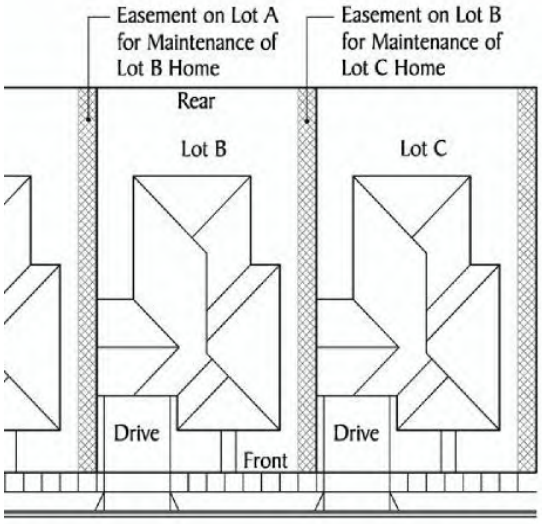
1. Common access easements/tracts configuration

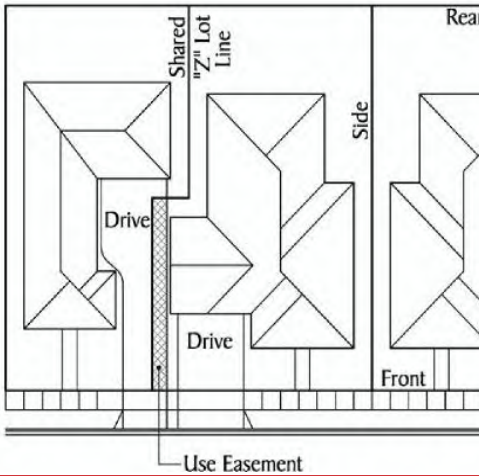
2. Courtyards

3. Zero lot line development



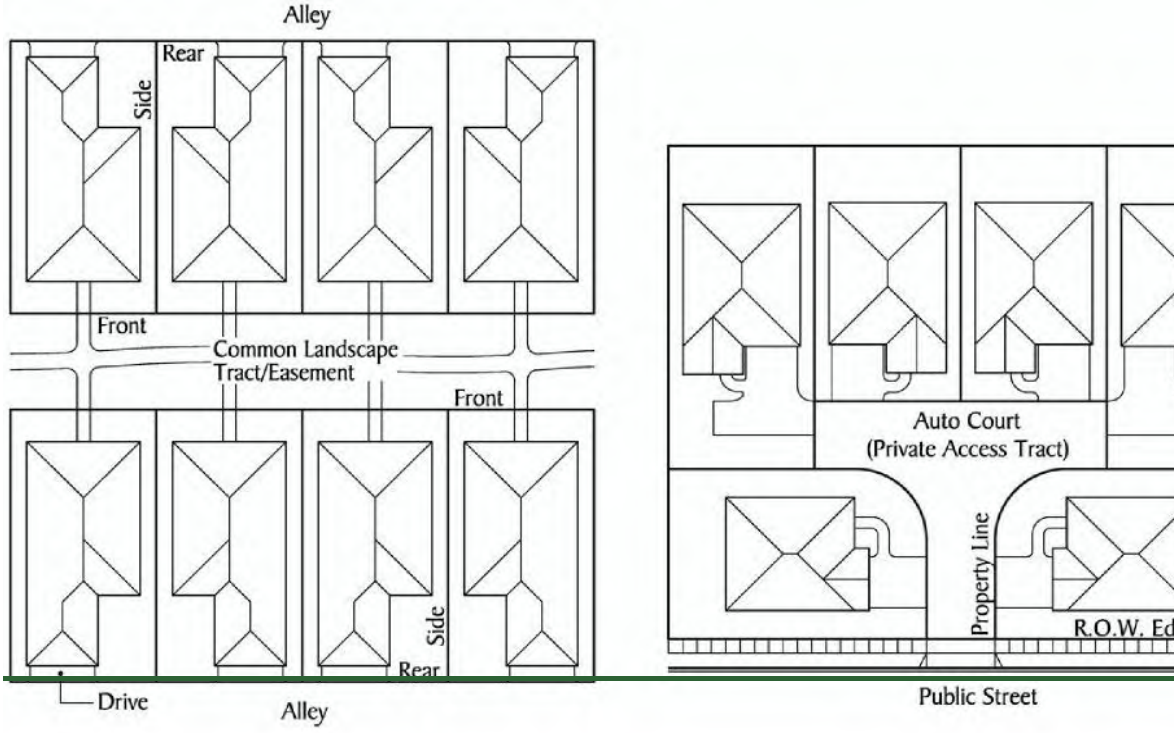


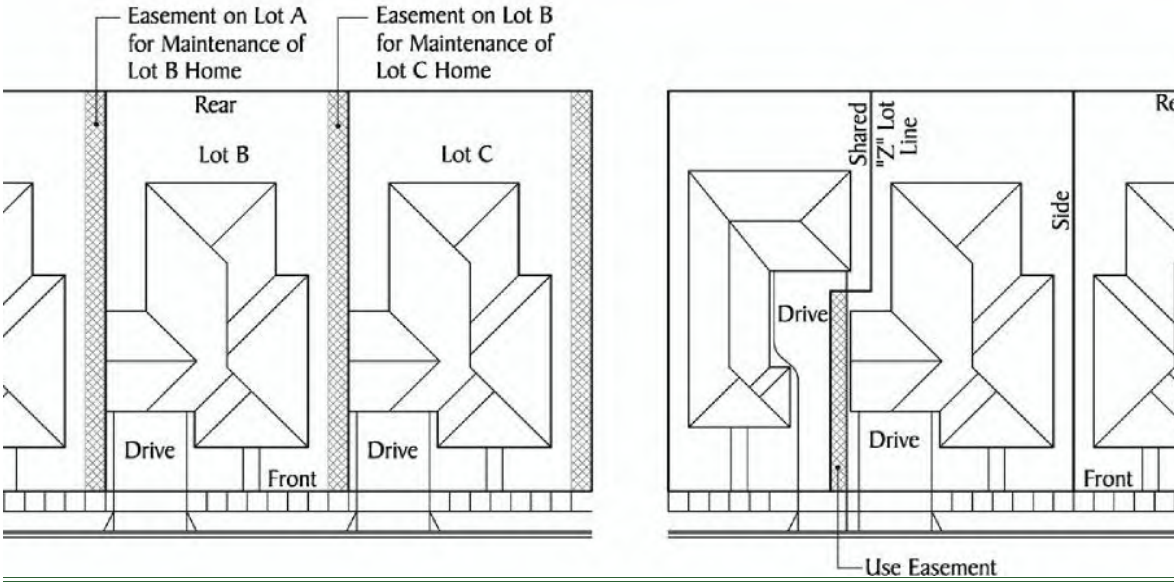


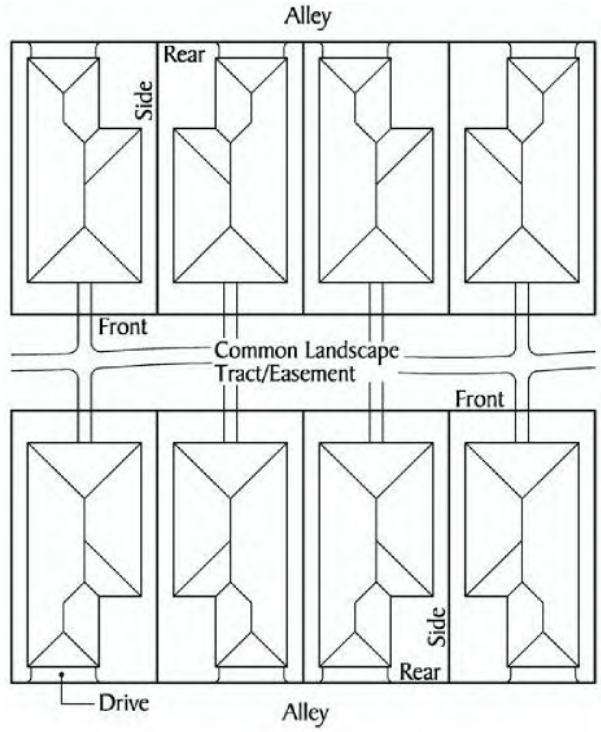


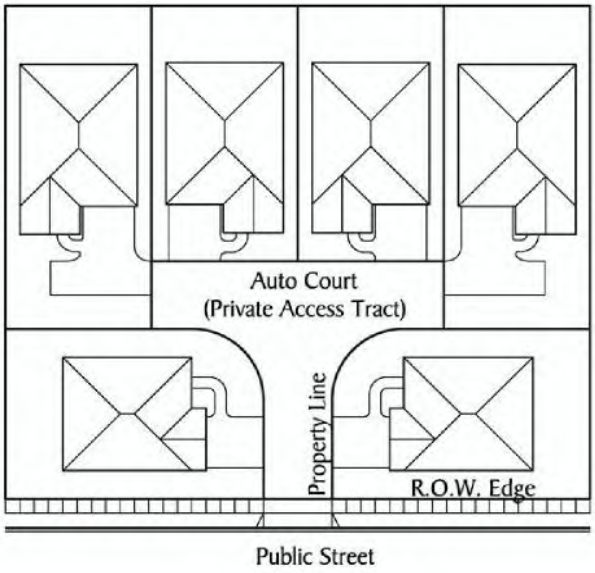
3.4.

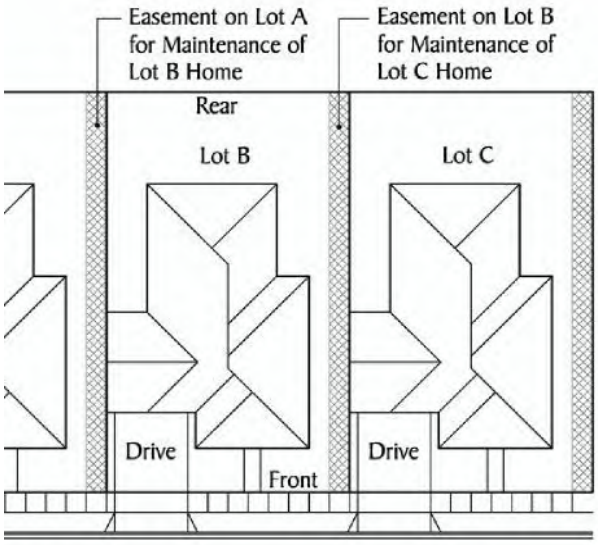
4.5. "Z" lot configuration

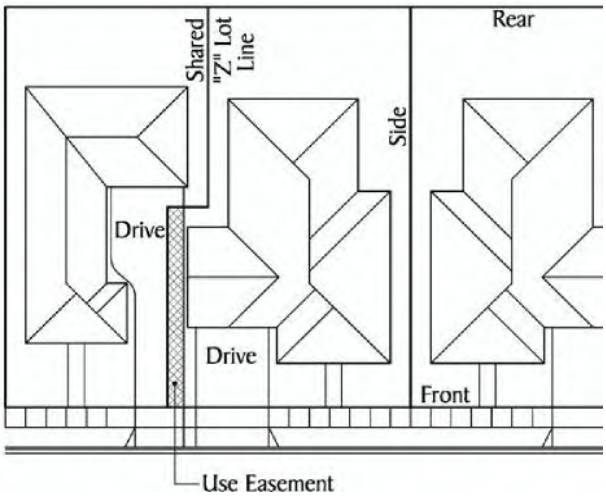












Zero lot line development "Z" lot configuration

Illustrative examples of some alternative lot configurations; not to scale

5.2.7. Non-Residential Development: Setbacks and Height

5.2.7.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.

5.2.7.B.Non-Residential Development Building Height

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

Area of Project	Max. Building Height*
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.

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.

Use	Required Spaces Per Use
Single-Family	2
Accessory Dwelling Unit	1
Recreational support facilities – nightly rental units	1

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 Courthouse Hill 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.

5.4.4.A.Design Standards

5.4.4.A.i.Resort identification signs shall be designed with similar materials and architectural character as the buildings within the area to provide a cohesive appearance.

5.4.4.A.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

5.5.2.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.

5.5.2.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.

5.5.2.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:

5.5.3.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

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

5.5.4. Maintenance

5.5.4.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.

5.5.4.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

5.5.5.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.

5.5.5.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. 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 access ways 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. OWNERSHIP AND MAINTENANCE

A. Ownership and Maintenance.

All street rights-of-way will be privately owned and maintained by Master Developer or Homeowners' Association. 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

7. WATER, SEWER AND STORMWATER UTILITY STANDARDS

7.1. GENERAL REQUIREMENTS

7.1.1. 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.

7.1.2. Location and Type of Facilities Approximate

The location and type of 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.

7.1.3. Bonding for Project-Level Facilities

Master Developer may defer Project-Level 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. The City Engineer shall review Master Developer's estimate of the cost of the Project-Level Facilities, identified in an approved set of civil construction drawings, guaranteeing the actual construction and installation of such Project-Level Facilities and payment for such Project-Level Facilities within a time frame to be set by the City Engineer consistent with this Section.

7.1.4. Inspection and Acceptance of Project-Level Facilities

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

7.1.5. 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 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 by the City Council.

7.1.6. 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. 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.

7.1.7. 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.

7.1.8. 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 Building Permit approvals sought for the Project at the rate amount when the fee is collected.

7.2 WATER SYSTEM STANDARDS

Culinary Water System Design and Construction

~~1.1.1~~7.2.1 Culinary Water

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 culinary water use purposes, except for the filling of hot tubs and swimming pools.

~~7.2.1~~7.2.2 Secondary Water

Master Developer shall locate and cause to be contributed or made available any irrigation water sources appropriate for inclusion in the secondary water system for the Project.

Master Developer shall be required to source or be made available all secondary water for the irrigation of single-family residential lots, ~~and~~ nightly rental units and irrigated common area open spaces. The Master Developer shall install, construct, maintain, and manage the secondary water infrastructure as a private irrigation system. The City shall not have any obligation or responsibility to deliver any secondary water to the Project.

7.3 SANITARY SEWER DESIGN STANDARDS

7.3.1 Sewer Availability

This Agreement acknowledges and confirms that there is sewer availability to service 12 Dwelling Units and other Non-Residential Development in the Project, including, but not limited to, 12 support facilities operated as unit nightly rentals.

~~7.1.9.~~ 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.

~~7.1.10.~~ 7.3.3 Connection to City Sewer

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

7.4 STORMWATER MANAGEMENT STANDARDS

7.4.0. 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 the Project, Master Developer (and successors-in-interest) must comply with the specific stormwater standards applicable to the stormwater zone in which the Project is located.

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 the Project are in place or will be provided.

7.4.1 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 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.

~~7.1.11.~~ 7.4.2. **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~~.~~ of this Agreement, this Agreement shall prevail.

~~7.1.11.A.~~ 7.4.3. Utilize clean roof run-off to recharge wetlands, streams and groundwater to the greatest extent feasible.

7.4.4. Provide a menu of stormwater treatment options ranging from ponds to rain gardens.

7.4.5. Avoid impacts to steep slopes by routing excess stormwater away from slopes to a stormwater management facility.

7.4.6. Provide a proactive, responsive temporary erosion and sediment control plan to prevent erosion and sediment transport and protect receiving waters during the construction phase.

7.4.7. Construct a stormwater system that does not burden the City with additional maintenance costs.

7.4.8. 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.

~~7.1.12.~~ 7.5. **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.

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 the Project, the Project 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 law.

8. 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.

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 Determinations and Delineations Final

The presence and absence of wetlands, 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. 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.

8.2.3. 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.

9. OPEN SPACE AND TRAIL STANDARDS

9.1. OVERALL OPEN SPACE REQUIREMENT

The Project is required to provide at least 3 acres of total Open Space as shown in the following table:

Table 9-1 Open Space Calculations

	Gross	Total Percentage of MPD
The Property	6.01	100%
*Total	3	50%

*Total open space includes golf course areas as "open space, landscaped" under the Code.

9.2. TRAIL PLAN

Master Developer shall design and construct a private trail through the Open Space. The approximate location and type of private trail to be provided by Master Developer shall be defined through Project approval. The actual alignment of the trail may vary in the field to avoid hazards or create a better trail experience based on site specific conditions.

The trail on the Project Site shall be constructed, bonded or insured with a certificate of credit prior to issuance of a certificate of occupancy or Final Plat approval (whichever occurs last). The construction of the trail or temporary or permanent trailhead on the Property that is necessary to achieve connectivity may be required by the City prior to the issuance of a certificate of occupancy or Final Plat approval (whichever occurs last). Master Developer may elect to build trail in advance of the triggers described herein.

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

The trail 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 11.2 and a report of the results of that consideration included with plat applications.

10. DETERMINATIONS, AMENDMENTS & EXPANSION PARCEL REVIEW PROCESS

10.1. APPLICABILITY

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

10.2. DETERMINATIONS

Any dispute between Master Developer (or the Master Developer Transferee) and the City over the application of this Agreement to a land use application shall be resolved first by the City. 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 11.4.1, or, if mediation would be ineffective, to district court to seek relief under this Agreement.

10.2.1. Determination of Use Category

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

10.3. AMENDMENTS

10.3.1. Amendments to the MPD Approval

An Amendment to the MPD Approval may be requested by Master Developer or Master Developer Transferee pursuant to the standards adopted in the MPD Ordinance pursuant to the process described herein. The processes for reviewing Major and Minor Amendments to the MPD Approval are outlined in Subsection 11.7.9 of this Agreement.

10.3.2. Amendments to the Development Agreement

An Amendment to this Agreement may be requested by Master Developer pursuant to the standards outlined herein. Amendments to this Agreement that increase overall Density as set forth in the original MPD Approval shall be considered "Major" and shall be reviewed by the same procedures applicable to a new master planned development request, as set forth in Applicable 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. DEVELOPMENT REVIEW PROCESS

11.1. APPLICABILITY

This Section applies to all Project Phases within the Project.

11.2. DRC

A Design Review Committee (DRC) shall be established by Master Developer. The DRC shall ensure that the Project is consistent with specific design standards and guidelines as applicable and shall have sole responsibility for ensuring compliance with 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.

11.3. 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.

11.4. APPLICATION REVIEW PROCEDURES

11.4.1. Informal Feasibility Consultation

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.

11.4.1.A.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.

11.4.1.B.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

11.4.1.C.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.

11.4.1.D.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).

11.4.1.E.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.

11.5. PUBLIC NOTICE REQUIREMENTS

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

11.6. 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.

11.7. APPLICABILITY, DECISION CRITERIA AND APPROVAL SPECIFIC REQUIREMENTS

11.7.1. Construction Permits

11.7.1.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.

11.7.1.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.

11.7.1.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.

11.7.2. 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.

11.7.3. 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:

11.7.3.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

11.7.3.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.

11.7.4. Site Plan Review

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

11.7.5. Home Occupation

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

11.7.6. Conditional Use Permit

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

11.7.7. Accessory Dwelling Unit (ADU)

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

11.7.8. Variance

Variances shall be consistent with the Code.

11.7.9. Amendments to MPD Approval

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

11.7.9.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.

11.7.10. 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.

11.8. 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).

11.8.1. 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.

11.8.2. 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.

11.8.2.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.

11.8.3. 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.

12. MISCELLANEOUS ADDITIONAL STANDARDS AND REQUIREMENTS

12.1. CONSTRUCTION WASTE MANAGEMENT PLAN

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

12.2. FIRE PROTECTION

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

12.3. 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.

12.4. 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.

13. 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 17, 2020, a digital copy of which is attached as Exhibit "K".

- **Applicant** – A person or entity that submits a Development Application or a request for a Minor or Major Amendment.

- **Build-Out Period** – A "Build-Out" Period of five (5) years 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.

- **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.

- **Density** – 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 11.2.

- **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, park, trail, 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** – Courthouse Hill, LLC, so long as Courthouse Hill , LLC, owns the majority of any then-undeveloped Development Parcel in the Project, or any Master Developer Transferee. Upon a transfer from Courthouse Hill, LLC to a Master Developer Transferee, all references in this Agreement to Courthouse Hill, LLC 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 Courthouse Hill, 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 twelve (12) 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" Courthouse Hill Master Planned Development Application submitted to the City on January 17, 2020.

- **MPD Approval** – The master planned development entitled "Courthouse Hill" approved by the City Council adopting findings and conclusions in the form attached hereto as Exhibit "J".

- **MPD Ordinance** – Title 8, Chapter 6 of the Coalville City Development Code, as currently 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, maintenance buildings, spa, tennis and pickleball courts, swimming pool/hot tubs, trail, and other similar uses.

- **Open Space** – Open Space means all areas shown as sensitive areas, Open Space, trails, 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".

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

- **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, trail, gardens, natural areas, picnic areas, restrooms, utilities and Open Space.

- **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, Density, 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 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: Park, clubhouse, open space, trail, sports and play fields, and other indoor and outdoor recreation facilities.

- **Recreational Support Facilities** – Facilities and uses supporting or associated with the Recreational Facilities.

- **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 line in, 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.

- **Sub-developer** – 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, sales office, 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.

14. GENERAL PROVISIONS

14.1 BINDING EFFECT

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

14.2 RECORDING

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

14.3 VESTING

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

14.4 EXCEPTIONS TO VESTING

The restrictions on the applicability of the Future Laws to the Project as specified in Section 14.3 are subject to only the following exceptions:

14.4.1 Development Agreement. Future Laws that Master Developer agrees in writing to the application thereof to the Project.Compliance with State and Federal

Laws. Future Laws which are generally applicable to all properties in the City and which are required to comply with State and federal laws and regulations affecting the Project, but not affecting the Maximum Dwelling Units or the entitlement to construct support facilities and resort unit nightly rentals.

14.4.2 Safety Code Updates. Future Laws that are updates or amendments to existing building, plumbing, mechanical, electrical, dangerous buildings, drainage, or similar construction or safety related codes, such as the International Building Code, the APWA Specifications, AAHSTO Standards, the Manual of Uniform Traffic Control Devices or similar standards that are generated by a nationally or statewide recognized construction/safety organization, or by the State or federal governments and are required to meet legitimate concerns related to public health, safety or welfare.

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

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

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

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

14.5 DUTIES OF MASTER DEVELOPER

A single Master Developer (or Master Developer Transferee) shall be maintained throughout the life of this Agreement. Master Developer 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.

14.6 ASSIGNMENT

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

City shall be deemed to have consented to the assignment as described in the written request. 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 Sub-developer, without obtaining City's consent, so long as Master Developer obligates such Sub-developer, 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 Courthouse Hill , 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. Courthouse Hill , 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 Courthouse Hill Property still owned by Courthouse Hill , LLC. Courthouse Hill , LLC shall advise prospective transferees or assignees that obligations of this Agreement may apply to the property upon transfer or assignment.

14.7 GOVERNING LAW

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

14.8 SEVERABILITY AND WAIVER

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

14.9 AUTHORITY

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

14.10 EXHIBITS

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

Exhibit "A" Project Legal Description

Exhibit "B" Project 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” INTENTIONALLY OMITTED

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.

14.11 TIME IS OF THE ESSENCE

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

14.12 INTERPRETATION

This Agreement 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.

14.13 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.

14.14 NO THIRD-PARTY BENEFICIARY

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

14.15 OTHER NECESSARY ACTS

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

14.16 DEFAULT

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

14.17 REMEDIES

Following an uncured default, the Parties may, in addition to any other rights or remedies, take action to cure, correct, or remedy any default; enforce any covenant or agreement herein; enjoin any threatened or attempted violation thereof; enforce by specific performance the obligations and rights of the Parties hereto; or obtain any remedies consistent with the foregoing and the purposes of this Agreement. In addition to any other relief, the prevailing Party in any action, whether at law, in equity or by arbitration, to enforce any provision of this Agreement shall be entitled to its costs of action including a reasonable attorneys' fee.

14.18 NOTICE

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

To the City:

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

With a copy to:

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

To Master Developer:

Courthouse Hill , LLC: Stephen G. Boyden, Managing Partner
1100 South 1500 East
Salt Lake City, UT 84105
Email: stephenboyden@mac.com

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

14.19 WAIVER

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

14.20 COUNTERPARTS

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

14.21 ESTOPPEL CERTIFICATE.

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

14.22 TERM

The Build-Out Period shall be 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.

14.23 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

COALVILLE CITY MUNICIPAL CORPORATION

By: _____
Mark R. Marsh, Mayor

Attest:

By: _____
, City Treasurer

Approved as to Form:

By: _____
Sheldon Smith, City Attorney

COURTHOUSE HILL , LLC

By: _____
Stephen G. Boyden, Managing Partner

STATE OF UTAH)

) ss.

COUNTY OF SUMMIT)

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

GIVEN under my hand and official seal this ____ day of _____, 2022.

_____
(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 _____, 2022, before me, the undersigned, a Notary Public in and for the State of Utah, duly commissioned and sworn personally appeared Stephen G. Boyden, known to me to be the Managing Partner of Courthouse Hill , 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_____