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WHEN RECORDED

MAIL DEVELOPMENT AGREEMENT TO:
COALVILLE CITY MUNICIPAL CORPORATION
Trevor Devey, City Recorder
PO Box 188, Coalville, UT 84017

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GREGORY R. WOLBACH, PLS, COUNTY RECORDER-SURVEYOR
FEE 40.00 BY COALVILLE CITY/TREVOR DEVEY



RED HILL RANCH

Master Planned Development
Development Agreement

March 24, 2025

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DEVELOPMENT AGREEMENT

This Development Agreement (“**Agreement**”) is entered into this 24th day of March, 2025 by and between COALVILLE CITY CORPORATION, (“**City**”) a municipal corporation of the State of Utah located in Summit County, and Ivory Development, LLC, a Utah limited liability company (“**Master Developer**”). City and Master Developer may hereinafter be referred to individually as a “**Party**” and collectively as the “**Parties**.”

RECITALS

- A. To provide a comprehensive project design strategy to create projects, including mixed use development, that best address site conditions, the characteristics of the surrounding properties, as well as community and market demands, the City has adopted Master Planned Development provisions, (the “**MPD Ordinance**”), within the City Development Code (the “**Code**”), which authorizes the City to consider a master planned development proposal of an owner of real property within the City’s jurisdiction.
- B. The MPD Ordinance allows the clustering of density and uses permitted in the underlying zoning district(s). The City is required to make certain findings to support the requirements of the development standards and other provisions that apply to, govern, and vest the development, use, and mitigation of the development impact of the real property included in the MPD Approval.
- C. Master Developer owns, or effectively owns, certain real property consisting of approximately 248 acres located in the City, as shown on the Aerial Context MPD Map as Exhibit “A” and legally described in Exhibit “B” (the “**Property**”), and more particularly depicted on the Project Subdivision Plan in Exhibit “C”. 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 “Red Hill Ranch” (the “**Project**”).
- D. Master Developer and the City desire to enter into this Agreement to implement the MPD Approval and to set forth the covenants and commitments of each Party more fully, while giving effect to applicable State law, City Ordinances, and the Code. The Parties understand and intend that this Agreement is a “development agreement” within the meaning of, and entered pursuant to the terms of, *Utah Code Ann. § 10-9a-102 (2020)*.

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises set forth herein and other good and valuable considerations, the adequacy, sufficiency, and receipt of which are hereby acknowledged, the Parties hereby voluntarily mutually agree as follows:

A. Terms

1. DEFINITIONS AND CONSISTENCY

1.1. DEFINITIONS

All capitalized terms in this Agreement shall have the meaning set forth in Section 13.0.

1.2. CONSISTENCY WITH LAW

The Project is consistent with the Code the MPD Ordinance and other City Ordinances, and Utah State Law. This Agreement is consistent with the terms and conditions of the MPD Approval. The Project has been processed, considered, and executed under the existing AG, R-A, R-1, R-2, and R-4 Zone District(s) to facilitate development of the Property, pursuant to the City's administrative authority in accordance with the MPD Ordinance and the Code. The City Council, acting as the legislative land use authority, has issued the MPD Approval as a land use decision in accordance with *Utah Code Ann. § 10-9a-103(32)(c)(i)* (2020), pursuant to Master Developer's land use application.

2. PROJECT DESCRIPTION

2.1. PROJECT ZONING AND DEVELOPMENT ENVELOPES

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

2.2. PROJECT ELEMENTS

The Project includes the Intended Uses, which include the following elements, except as may be modified pursuant to Section 10.3.2:

Density

Lots/Units: 349 (290 single-family dwelling lots and 59 townhome units)

Workforce Housing Units – 28 units (8%) of the 349 lots/units to be interspersed throughout the development identified with each phase review and approval.

Open Space and Trails (Recreation)

Open Space: 154 acres be identified with each phase during the preliminary and final plat or site plan review and approval process.

Park Space: As shown on Exhibit "C".

Open Space Trails: As shown on Exhibit "C".

Paved Rail Trail: Pave rail trail from the Project to 100 South (rail trail to be paved at 100 issued Certificate of Occupancies or prior to approval of Phase 5, whichever comes first).

Support Facilities

As described in this Agreement generally.

2.3. MPD SITE PLAN AND PROPERTY BOUNDARIES

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

2.4. INTENDED USE

It is the intent of the Developer and/or Owner of the Development to operate the Project as a residential subdivision including 290 single family dwelling lots and 59 townhome units.

3. PRIOR AGREEMENTS AND FUTURE LAWS

3.1. EFFECT OF DEVELOPMENT AGREEMENT

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

3.2. DEVELOPMENT AGREEMENT SUBJECT TO APPLICABLE VESTING LAWS

To the extent permissible under the laws of the State of Utah and the United States and at equity, the City and Developer intend that this Agreement grants to Developer all rights to develop the Project in accordance with the terms and conditions of this Agreement. This Agreement may modify, in certain respects, the operation of the Code and the City's Applicable Vesting Laws pertaining to the Property. To such an extent that the terms and conditions of the Agreement conflict with the Code or the City's Applicable Vesting Laws, this Agreement shall be considered a land use application and an ordinance adopted by the City through its legislative power and consistent with Utah Code Ann. § 10-9a-502 (2021), including a review and recommendation from the planning commission and a public hearing, and shall thereafter operate as an amendment to any portion of the Code that is inconsistent with the terms and conditions of this Agreement. The Parties specifically intend that this Agreement grants to Developer "vested rights" as that term is construed in Utah Code Ann. § 10-9a-509 (2021).

3.3 FUTURE APPLICATIONS SUBJECT TO FUTURE LAWS

All future development applications not vested under Section 14.3 of this Agreement shall be subject to Future Laws, as that term is defined in Section 13. All phased subdivisions, plat amendments, or other applications and permits consistent with the MPD and DA are to be processed administratively under the applicable provisions of the Code. 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 April 7, 2022 (complete preliminary MPD plan application date). 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 April 7, 2022 (complete preliminary MPD plan application date). Future obligations and responsibilities include building permit application requirements and processing, fee

schedules, procedures, policies, development ordinances, resolutions, engineering standards, water quality and quantity requirements, utility standards, sign standards, lighting standards, etc. The exception to vesting described in Section 14.4, and which shall be considered as included within the definition of Future Laws, shall apply to all future applications not governed by this Agreement, subject to the limitations herein.

4. LAND USE AND PROJECT ELEMENTS

4.1. MPD OVERALL SITE PLAN OR SUBDIVISION PLAT

The City Council approved the following components of the Project entitled “Red Hills Ranch MPD and Phase 1 Final Plat:

349 Subdivision Lots

154 Acres of dedicated Open Space

Public Dedicated or Private Road(s)

Public Dedicated Sidewalk(s) and Public or Private Trail(s)

Public Dedicated or Private Park(s)

4.2 SUPPORT FACILITIES

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

4.3 PROCESS TO TRACK TOTAL DWELLING UNITS

Master Developer shall develop a process to track Dwelling Unit counts based on approved Building Permits and submit same to the City. Table 4-3-1 below shows the anticipated approximate number of Dwelling Units within each Project Phase as graphically depicted on the Phasing Plan in Exhibit C. Annually, the City and Master Developer shall confirm the number of Dwelling Units that have been developed within the Project and other uses including parks, trails, and dedication of open space shown in Exhibit “C”.

Phase ¹	
1	31
2	29
3	27
4	19
5	8
6	28
7	29
8	28
9	10
10	35
11	30
12	25
13	30
14	20
Maximum Total Allowed	349

Table 4-3-1 Target Unit Count by Phase

5. CONSTRUCTION, SITE, LANDSCAPE, AND SIGN STANDARDS

All project construction will follow Applicable Vesting Laws. This Section of the Agreement sets additional standards for the development of the Project. All Project Phases must comply with these standards and guidelines.

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

5.1. DIMENSIONAL STANDARDS

This subsection outlines the dimensional standards applicable within the Project Site consistent with the MPD Approval to allow or impose restrictions contemplated by the City's applicable Code provisions and City MPD Ordinance.

5.1.1. Residential Setbacks and Maximum Height

Side yard setbacks for single family dwelling lots shall be a total of 24-feet for each lot with a minimum 6-foot setback as varied for home placement and site conditions. The primary reason for allowing varied setbacks is to provide better site design

¹ Project Phase, Density and Project Phase intensity or volume may vary depending on numerous factors, such as market orientation and demand, interest rates, competition, infrastructure phasing and similar factors. Accordingly, the timing, sequencing, phasing, and the location of Densities as set forth within this Table 4-3-1 is subject to change as determined by Master Developer, and so long as a Development Application is generally consistent with the MPD Approval and this Agreement, the same may be approved as a Minor Amendment. Anticipated phasing is depicted in Exhibit "C".

options for home locations on the lots and to maintain a non-linear, non-repetitive rural design for the development. Side yard setbacks for townhome units shall be a minimum of 8 feet.

Maximum building height shall be 35 feet or as required consistent with Future Laws. Design features such as chimneys, flues, vents, and cupolas may exceed the maximum building height by no more than eight (8) feet.

5.1.2. Allowed Encroachments into Setbacks

- A. Uncovered decks, patios, walkways, window wells, box windows, and other minor structural elements less than 18-inches in height are exempt from Setback requirements provided they are located at least 15 feet from a dwelling or commercial building on the adjoining lot and 3 feet from the property line.
- B. Retaining walls and rockeries and other similar landscape features are allowed within Setbacks.
- C. Monument signs may be located within Setbacks. Monuments signs shall not exceed six (6) feet in height.
- D. Encroachments shall only be allowed if a minimum thirty-inch-wide (30") access path at the ground level is maintained for emergency purposes. For example, decks may require stairs, or fences may require a gate.
- E. Mechanical equipment may be allowed within setbacks if it is sufficiently screened for visual and noise impacts.
- F. Fences six (6) feet in height or less.

5.1.3. Measurement of Setbacks

Setbacks are measured perpendicularly from the property line to the outside wall of the foundation or support of a structure.

5.2. PARKING STANDARDS

The standards for parking facilities are intended to promote vehicular and pedestrian safety and efficient land use. The standards in this section are consistent with or are in addition to those set by the Code. In the event there is a conflict between code and this Agreement, this Agreement shall control.

5.2.1. Minimum Parking Requirements

Parking shall comply with the Applicable Vesting Laws. Residential uses shall provide off-street parking spaces pursuant to Table 1 below. The applicant shall incorporate shared parking areas to preserve contiguous open land and provide efficient parking infrastructure where possible.

Table 1 – Parking Standards

Use	Required Spaces Per Use or Unit
Single-Family or Multi-Family	2

Accessory Dwelling Unit (ADU)	1
Support Recreational or Commercial Facilities and Uses	As required by Future Laws

5.3. **SIGNAGE STANDARDS**

5.3.1. **Sign Standards Applicability**

The Project shall be subject to the definitions, standards, requirements, and processes of the sign ordinance section of the Code at the time of application, as well as the additional standards further detailed herein, or Master Developer may opt to propose a comprehensive sign plan for the overall project detailing sign types, dimensions, lighting, etc.

5.3.2. **Sign Permits Review Process**

Sign permits shall be reviewed pursuant to the sign ordinance section of the Code, the development Comprehensive Sign Plan (if provided) and Section 11.0 of this Agreement.

5.3.3. **Real Estate and Construction Sign Program**

The Developer may create a construction and real estate sign program that includes standards for the size, number, location and removal of construction and real estate signs within the Project. This sign program shall at a minimum meet all requirements related to construction and real estate signs within the sign ordinance section of the Code, including the requirement to obtain a sign permit from City and review and approval by the DRC, if applicable.

5.3.4. **DRC Review**

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

5.3.5. **Design Standards**

Project identification signs shall be designed with similar materials and architectural character as the buildings within the development to provide a cohesive appearance.

5.4. **LANDSCAPE, FENCING, AND BERMING STANDARDS**

5.4.1. **Applicability**

The provisions of this Section establish the landscape, fencing, and berming standards and plans for the Project.

5.4.2 **Construction Process**

The landscape, berming, and fencing plans designed and approved by a landscape

architect licensed in the State as shown on the Site Plan and construction drawings for the project shall be implemented by the Master Developer.

- A. Street landscaping and irrigation shall be installed as shown in Exhibit F in accordance with generally accepted industry standards for planting and maintenance such as, but not limited to tree and shrub planting, staking, irrigation, ground cover, weed control measures, and soil preparation.
- B. Park strip landscaping or surface treatment shall be installed as described in Exhibit F
- C. Fencing shall be installed in accordance with generally accepted industry standards. A fencing plan is included in Exhibit "F."
- D. Landscaping, fencing, and berthing plans shall be subject to City approval as required by Vested Laws with final plat review and construction inspections.
- E. The City may not require Developer or individual lot owners to bond for private lot landscaping. The City shall not dictate whether the Master Developer or the individual lot owners install the landscaping on private lots.
- F. Master Developer shall include in the covenants, conditions and restrictions ("CC&Rs") a requirement that all private landscaping be installed within nine (9) months of the sale to the individual lot owner.

5.4.3 Parking Lots

The purpose of Parking Lot landscaping is to soften the visual appearance, screen off-site views of parking lots, add shade and reinforce safe pedestrian access routes to buildings, parks, connecting sidewalks or trails. Master Developer shall ensure that all permanent parking lots comply with the following:

- A. Provide trees at a ratio of one tree to six stalls. Such trees may be in planter islands or in landscape beds that intrude into the parking lot from the perimeter or as part of a landscape buffer directly adjacent to the parking lot; and
- 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).

5.4.4 Maintenance

- A. Consistent with the Code, to the extent necessary to remain healthy and attractive, Master Developer or applicable Homeowners' Association shall ensure that all non-native landscaped areas outside of residential lots shall be watered, weeded, pruned, free of pests, and replaced as necessary. Shrubs near parking lots or driving lanes shall be pruned to prevent blockage of vision necessary for safe driving. Shrubs shall not be allowed to grow and reduce the width of public sidewalks or required pedestrian walkways.
- B. Park Strip Landscaping Specific Maintenance Requirements:
Subsequent to installation individual lot owners shall maintain all public and private park strip landscaping associated with their lot. Enforcement of

landscaping standards shall be managed by the Homeowners' Association.

5.4.5 Timing of Landscape Improvements

- A. Required parking lot landscaping must be in place within six (6) months of date of issuance of a certificate of occupancy for the initial building or use for which the parking lot is required.
- B. Required landscaping within public rights-of-way or associated landscape tracts must be in place or included as a condition with City acceptance of the right-of-way.

5.5. DRC REVIEW OF DESIGN GUIDELINES AND STANDARDS

If applicable, the development Design Review Committee (DRC) or Homeowner's Association for the Project shall review and approve each Building Permit Application for compliance with any Development Design Guidelines prior to submittal for review and approval by the City. If applicable, the DRC's approval shall be noted in each such Building Permit Application.

6. INTERNAL DRIVEWAY STANDARDS WITHIN THE PROJECT

6.1. PURPOSE

This Section describes standards for the design, configuration, maintenance, and performance of the private driveways within the Project.

6.2. APPLICABILITY

Section 6 is applicable to all private drives and other vehicular access ways within the Project. Specific site conditions may result in variations to the minimum driveway standards described in Subsection 6.3 of this Agreement and authorized by the MPD Ordinance. Such variations shall be reviewed and approved pursuant to the Minor Amendment procedure. Standards not defined in this Section shall be governed by the Applicable Vesting Laws.

6.3. OWNERSHIP AND MAINTENANCE

A. Ownership and Maintenance.

All private driveway rights-of-way will be privately owned and maintained by Master Developer, Homeowners' Association, or property owners to which the private street provides access. Maintenance of landscape areas, and snow storage areas associated with driveways within the Project will be provided by the Master Developer, Homeowners' Association, or property owners to which the private street provides access.

B. Maintenance of Private Street(s).

Master Developer agrees to maintain all private streets, roadways, alleys, and private driveways serving the project as constructed in accordance with each approved Project Phase. Plats or Site Plans shall clearly identify ownership of private streets and the private obligation for the maintenance of the same. Master Developer, in its

sole discretion, may elect to transfer the private street maintenance obligation to a Homeowners' Association or other acceptable entity.

If a private street is not maintained in a manner adequate to maintain safe passage, in the reasonable determination of the City within ten (10) days of delivery of the written notice the City may perform the required maintenance with the reasonable costs associated therewith charged to Master Developer, lot owners, and/or the HOA. In the event of an emergency, the applicable notice period shall be reduced to twenty-four (24) hours and the City may provide notice via a phone call to Master Developer's designated representative. If Master Developer fails to perform such maintenance as required herein and, as a result, the City performs such required maintenance, the City's total reasonable costs arising from its performance of the maintenance shall be paid by Master Developer or Homeowners' Association, as applicable within thirty (30) days of the date of invoicing by the City. Any costs not paid within thirty (30) days of invoicing by the City shall be delinquent and shall include a penalty of ten (10) percent plus interest accruing at the rate of twelve (12) percent per annum from the date of delinquency until paid.

City, utility, and other service providers shall have access rights over private streets or private access easements including maintenance and/or repair of public utilities.

7. WATER, SEWER, AND STORMWATER UTILITY STANDARDS

7.1. GENERAL REQUIREMENTS

7.1.1 Project-Level Facilities

Project-Level Facilities may include on-site culinary and secondary water mains, sanitary sewer, irrigation, and stormwater facilities. Project-Level Facilities will be Constructed by Master Developer consistent with the City Engineering Standards and Construction Specifications.

7.2 WATER SYSTEM STANDARDS

Culinary Water System Service, Design, and Construction

7.2.1 Culinary Water

The Master Developer shall provide sufficient water rights to supply the requirements of the development in accordance with Item 10 of the Annexation Agreement for the Party and Vera Brown Property dated December 19, 2001 and the MPD Findings, Conclusions of Law, and Conditions of Approval included in Exhibit "G". Water service capacity will be evaluated and confirmed with the review and approval of each phase of the Project.

Master Developer will pay to have all Project-Level Facilities for water infrastructure constructed and connected to existing city systems. Master Developer acknowledges and agrees that it is required to construct a water tank and all associated infrastructure necessary to connect the new tank to existing City systems. Pending completion of the tank and associated infrastructure, the City agrees to allow Master Developer to connect into the City's exiting line located at the intersection of Hobson Lane and

Main Street to serve residential lots west of Main Street

Prior to approval of any building permit application for a residential lot east of main Street the Master Developer shall construct a water tank and all required infrastructure to transfer water from the Weber River to the city water treatment plant and upgrade the treatment facilities to provide culinary water to the Project. Master Developer shall also construct or upgrade waterlines from the treatment plant to the Project.

Master Developer shall only be required to pay for the water tank and water transmission infrastructure necessary to serve the Project. If the City desires to have Master Developer upsize the water tank or water transmission infrastructure to serve areas of the City outside of the Project, the City shall reimburse Master Developer for all of Master Developer's actual costs incurred to complete the design, installation, and construction of the infrastructure necessary to facilitate the additional capacity ("Actual Costs"). The reimbursement payment shall be completed within thirty (30) days following the City's receipt of documentation demonstrating the Actual Costs.

Master Developer shall pay all required connection fees and any applicable water right fees, and/or impact fees and dedicate water shares to the City as provided for by the City provisions in effect at the time of Final Plat or Site Plan phase approvals. Culinary water shall not be permitted for use in outdoor water features, ponds, landscape irrigation, or other similar non-essential culinary water use purposes, except for the filling of hot tubs and swimming pools.

7.2.2 Secondary Water

Master Developer acknowledges that the City will not provide secondary water to the Project. The Master Developer shall construct the required infrastructure and pay for all costs associated with providing a secondary water system for the project.

7.3 SANITARY SEWER DESIGN STANDARDS

7.3.1 Sewer Availability

This Agreement acknowledges and confirms that as of January 31, 2025 there is existing City sewer availability at the City's existing treatment plant to service 210 Equivalent Residential Units (ERU's). Available sewer service capacity will be evaluated and addressed with the review and approval of each phase of the Project (see Sections 11.4.3 and 11.4.4).

7.3.2 Sewer Design and Construction Standards

All Project-Level Facilities and Regional Facilities for sewer system facilities (on and off-site, except those existing) required to provide service to the Project shall be designed, constructed, and paid for by Master Developer in accordance with the City Engineering Standards and Construction Specifications and will become part of the City's system upon acceptance by the City Council.

Master Developer shall only be required to pay for the sewer facilities necessary to serve the Project. If the City desires to have Master Developer upsize the sewer facilities to serve areas of the City outside of the Project, the City shall reimburse

Master Developer for all of Master Developer's actual costs incurred to complete the design, installation, and construction of the infrastructure necessary to facilitate the additional capacity ("Actual Costs"). The reimbursement payment shall be completed within thirty (30) days following the City's receipt of documentation demonstrating the Actual Costs.

7.3.3 Connection to City Sewer

Building Permit approvals within the Project shall be required to pay the City's applicable Sewer Connection and Impact Fees.

7.4 STORMWATER MANAGEMENT STANDARDS

Stormwater facilities must be provided consistent with City Engineering Standards and Construction Specifications. When constructing the Project, Master Developer (and successors-in-interest) must comply with the specific stormwater standards applicable to the stormwater zone in which the Project is located.

8. SENSITIVE LAND STANDARDS

8.1. SENSITIVE LANDS ORDINANCE APPLICABILITY

All development within the Project shall be subject to the standards, requirements, and processes of the Sensitive Land Overlay Zone provisions in the Code. The sensitive land areas jurisdictional determinations and sensitive land area studies have been completed, verified, and approved for the Project with the MPD approval.

9. OPEN SPACE AND TRAIL STANDARDS

9.1. OVERALL OPEN SPACE REQUIREMENT

Per Condition of Approval #25 of the MPD the Project is required to provide 154 acres (62.1 %) of total Open Space, as shown in the following Table 2.

Note: The Master Developer is providing 154 acres of total open space which is 29.3 acres above the minimum required. This additional 29.3 acres may be used towards increased development lot area under a minor amendment of the development agreement. However, no increase in density is allowed.

Table 2 - Open Space Calculations

	Gross Acres	Total % of MPD
The Property	247.87	100%
Total Open Space*	154	62.1%

*Total open space includes undeveloped open areas, landscaped areas, parks, and

snow storage areas as “open space, landscaped” under the Code.

9.2 OPEN SPACE AND SENSITIVE LAND AREAS OWNERSHIP AND MAINTENANCE

Ownership and maintenance of open space and sensitive land areas shall be held in undivided ownership by all lots within the Project, the Homeowners’ Association or Master Developer. Open space may also be protected with conservation easements or conveyed to a non-profit land trust with the underlying fee owned by the lot owner, Homeowner’s Association or Master Developer.

9.3 PUBLIC SIDEWALKS AND TRAILS

Master Developer shall construct public sidewalk(s) and trail(s) as shown on the subdivision plat or Site Plan, and construction drawings for the project. Sidewalk(s) shall comply with the City Engineering Standards and Specifications and the Code. The actual alignment of the trails may vary in the field to avoid hazards or create a better trail experience based on site specific conditions. A depiction of the location and class of each trail is attached as Exhibit “C”.

The sidewalk(s) and trail(s) shall be constructed, bonded, or insured with a certificate of credit prior to Final Plat recordation or in the case of a Site Plan, prior to building permit issuance of any building in the Project.

9.3.1 Trails

The trail(s) will be initially owned and maintained by the Homeowners’ Association or Master Developer. Trail details, dimensions, function, surfaces, and standards for design are identified in the construction drawings for the project. The developer may dedicate public designated trails to the City.

Rail Trail: The rail trail from the project to 100 South shall be paved at 100 issued certificates of occupancies or prior to approval of Phase 5, whichever comes first.

10. DETERMINATIONS, AMENDMENTS & REVIEW PROCESS

10.1. APPLICABILITY

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

10.2. DETERMINATIONS

Any dispute between Master Developer (or the Master Developer Transferee) and the City over the application of this Agreement to a land use application shall be resolved first by the City Staff. The City Staff shall decide in writing within fourteen (14) days of receiving a written request for clarification of this Agreement. The City Staff written decision may be appealed by Master Developer to the City designated appeal authority (administrative law judge) within ten (10) days in accordance with the Code.

10.2.1. Determination of Use Category

In addition to determinations regarding the terms of this Agreement as provided above in Section 10.2, 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, the City, Master Developer or Master Developer Transferee pursuant to the standards adopted in the MPD Ordinance.

10.3.2. Amendments to the Development Agreement

An Amendment to this Agreement may be requested by the City or Master Developer pursuant to the standards outlined herein. Amendments to this Agreement that increase overall Density as set forth in the original MPD Approval shall be considered “Major” and shall be reviewed by the same procedures applicable to a new master planned development request, as set forth in Future Laws. Amendments that do not increase overall Density or change uses as set forth in the original MPD Approval shall be considered “Minor” and may be approved by the administrative land use authority of the City (Planning Commission).

11. DEVELOPMENT REVIEW PROCESS

11.1 APPLICABILITY

This Section applies to all improvements within the Project.

11.2 DRC

A Design Review Committee (DRC) may be established by Master Developer. The DRC shall ensure that the Project is consistent with specific design standards and guidelines as applicable and shall have sole responsibility for ensuring compliance with any applicable Design Guidelines. Except for Utility Permits, all Development Applications, including building permit applications and any ADU applications, must be reviewed by the DRC before the application is submitted to the City. All Development Applications (except for Utility Permits) must be accompanied by written documentation of DRC approval at the time of submittal to the City, if applicable. In the event of a conflict, City review requirements supersede those of the DRC. If a DRC is established, a Development Application submitted without written documentation of DRC approval is not complete and will be rejected by the City.

11.3 BONDING FOR IMPROVEMENTS

Financial surety for improvements required herein shall be subject to the Code, City Engineering Standards and Construction Specifications and *Utah Code Ann.* § 10-9a-604.5 (2020). Notwithstanding the foregoing, Master Developer may, post a cash deposit, surety bond, escrow bond, or letter of credit to satisfy the financial security requirements.

11.4 PROJECT PHASING

11.4.1 Phasing Plan Approved

The Project Subdivision Plan attached hereto as Exhibit "C" includes a phasing plan approved for the Project.

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

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

11.4.2 Phasing Of Improvements

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

Project Phases may ultimately be built simultaneously. Accordingly, infrastructure and timing of development different from the Phasing Plan (Exhibit "C") may be proposed by Master Developer, without an amendment to the MPD Approval or this Agreement, based on the needs and timing of specific Project Phases and technological advancements. The City may, if deemed necessary, require infrastructure to be completed prior to approval of a building permit within a Project Phase to facilitate the needs of the city system to serve the Project Phase.

11.4.3 Phasing And Construction Of On-Site Infrastructure Improvements

On-Site Facilities are Project-Level Facilities and Regional Facilities located within the Project Site of the Project. The capacity of the roadway, water, sewer, and stormwater systems serving a specific Project Phase proposal shall be evaluated

during the development review process for that Project Phase. If, based on a Project Phase specific evaluation, there are insufficient infrastructure facilities or capacity to serve some or all the specific Project Phase, infrastructure improvements necessary to provide adequate capacity shall be required as a condition of issuing a building permit for a structure within that Project Phase. Timing, design, and necessity of such infrastructure improvements must be consistent with provisions of this Agreement.

11.4.3.1 Construction and Funding.

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

11.4.4 Phasing And Construction Of Off-Site Infrastructure Improvements

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

Prior to construction on the first Project Phase, a more detailed implementation schedule for any required construction or upgrades of off-site infrastructure improvements supporting Project Phase 1 and all other subsequent Project Phases shall be submitted to the City for approval. The purpose of this provision is to ensure that necessary off-site Facilities are provided to serve Project Phases as they occur.

11.4.4.1 Construction and Funding.

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

11.4.5. Public Infrastructure District Policy.

The City may consider the Master Developer's use of Public Infrastructure Districts ("PIDs") for this Project. The specifications regarding the location of the PIDs and the infrastructure to be financed by the PIDs shall be mutually agreed to by the City and Master Developer, which agreement shall not be unreasonably delayed or denied by either party.

11.5 PHASING OF DEVELOPMENT TRACKING

11.5.1 On-Site and Off-Site Facilities

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

11.5.2 Open Space Protection

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

12. MISCELLANEOUS ADDITIONAL STANDARDS AND REQUIREMENTS

12.1. CONSTRUCTION WASTE MANAGEMENT PLAN

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

12.2. FIRE PROTECTION

Impacts to fire protection services throughout the Project shall be mitigated through the payment of generally applicable fire district impact and review fees and construction of improvements in accordance with the Uniform Fire Code as regulated by the NSFD. Notwithstanding the foregoing, Master Developer reserves the right to challenge the amount of any fee if it is not consistent with applicable law.

13. DEFINITIONS

- **Accessory Dwelling Unit (ADU)** – See Code definition.
- **Administrative Land Use Authority** - The City official or employee tasked with administering and enforcing various land use regulations, as identified in City ordinances. The Planning Commission or Subdivision Review Committee (SRC) shall review and approve phased Preliminary and Final Subdivision Plat approvals for the development and other administrative applications or permits which are consistent with the MPD and DA requirements.
- **Agreement** – This Agreement including all its exhibits.
- **Applicable Vesting Laws** – The ordinances, policies, standards, and procedures of the City related to zoning, subdivisions, development, public improvements and other similar or related matters that were in effect on April 7, 2022, (complete preliminary MPD plan application date) a digital copy of which is on file at city hall as noted in Exhibit “H”.
- **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 twenty (20) years within execution of this Agreement is established for all the development and construction of uses in the Project, as may be extended. The Build-Out Period may be extended up to an additional five years for good cause.
- **Building Permit** – A permit issued by the City to allow construction, erection or structural alteration of any building, structure, private or public infrastructure on any portion of the Project, and any modifications thereto.
- **City** - Coalville City, a political subdivision of the state of Utah.
- **City Consultants** – Those outside consultants employed by the City in various specialized disciplines such as land planning, engineering, traffic, hydrology, drainage, or other specialized disciplines for reviewing certain aspects of the development of the Project.
- **City Council** – The elected City Council of the City.
- **City Engineering Standards and Construction Specifications** – The Coalville City Engineering Standards and Construction Specifications, incorporated herein by reference.
- **Code** – The applicable version of the Coalville City Development Code depending on the application of Applicable Vesting Laws or Future Laws, incorporated herein by reference.
- **Constructed** – Bonded for or substantially completed.
- **Construction Permits** – Building Permits, Utility Permits (utilities and streets), clearing, grading, signing, and landscaping approvals or similar approvals issued by the City, and any modifications thereto.
- **Covenants, Conditions, Restrictions and Easements (CC&R's)** – The master declaration of covenants, conditions, restrictions, and easements adopted and enforced by the Homeowners' Association or subset thereto.
- **Density** – Density or intensity as set forth in the MPD and the Code.
- **Design Guidelines** – The design guidelines adopted and enforced by the Homeowners' Association or subset thereof.
- **Development Applications** – An application to the City for development of a portion of the Project including a Preliminary or Final Plat, Site Plan, Conditional Use Permit, Low Impact Permit, a Building Permit or any other permit, certificate or other authorization from the City required for development of the Project.
- **Development Parcel** – The parcels or lots shown on the MPD Subdivision Plan, Exhibit “C”.
- **DRC** – The development design review committee established pursuant to Section 11.2, if applicable.
- **Dwelling Unit** – A “dwelling” as set forth in the Code.

- **Final Plat or Site Plan**— The recordable map or other graphical representation of land prepared in accordance with *Utah Code Ann. § 10-9a-603* (2020), and approved in accordance with the Code, effectuating the Subdivision or development of the Project.
- **Flag Lot** – A lot with a narrow lot frontage that serves as a private road or driveway access to a buildable area located to the rear of the lot.
- **Future Laws** – The Code, ordinances, policies, standards, procedures, and processing fee schedules of the City which may be in effect as of a particular time in the future when a Development Application is submitted for the Project, and which may or may not be applicable to the Development Application depending upon the provisions of this Agreement.
- **Homeowners' Association** – One or more associations formed pursuant to State law to perform the functions of an association of property owners.
- **Impact Fees** – Those fees, assessments, exactions, or payments of money imposed by the City as a condition on development activity as specified in *Utah Code Ann. § 11-36a-101, et seq.* (2020).
- **Intended Uses** – The use of all or portions of the Project for Single-Family Dwelling homes, private facilities, Non-Residential Development, Recreational Facilities, Open Space, Temporary Uses, accessory and supporting uses, park, trail, and other uses as generally depicted in the MPD Application and allowed in the zone district the property is located.
- **Land Use Act** – *Utah Code Ann. § 10-9a-101, et seq.* (2020).
- **Major Amendment** – Any amendment to this Agreement or the MPD Approval that increases overall Project Density or Intensity as set forth in the original MPD Approval.
- **Master Developer** – Ivory Development, LLC, so long as Master Developer owns the majority of any then-undeveloped Development Parcel in the Project, or any Master Developer Transferee. Upon a transfer from Master Developer to a Master Developer Transferee, all references in this Agreement to Master Developer shall be deemed to be references to such Master Developer Transferee, or its successors as the Master Developer transferee.
- **Master Developer Transferee** – A person or entity other than an affiliate of Ivory Development, 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 maximum development allowed on the Property of Single-Family or Multi-Family Dwelling Units as approved in the MPD.
- **Minor Amendment** – An amendment to this Agreement or the MPD Approval that does not increase overall Density or decrease the overall Open Space as set forth in the original MPD Approval.

- **Model Home** – Display home or unit and related real estate sales and display offices/activities.
- **MPD Application** – The land use application titled “Red Hills Ranch MPD Phase 1 Preliminary Plat” Master Planned Development Application submitted to the City and determined complete on April 7, 2022.
- **MPD Approval** – The master planned development entitled “Red Hills Ranch” approved by the City Council adopting findings, conclusion of law and conditions of approval in the form attached hereto as Exhibit “G”.
- **MPD Ordinance** – Chapter 33 of the Coalville City Development Code, as currently existing in the Applicable Vesting Laws.
- **Multi-Family** - Any residential building that contains more than one (1) residential unit.
- **Non-City Agency** – A governmental or quasi-governmental entity, other than those of the City, which has jurisdiction over the approval of any aspect of the Project.
- **Non-Residential Development** – A development project consisting of Commercial, Light Industrial, Recreational Facilities or Uses, buildings or other improvements including, maintenance buildings, and other similar uses as allowed in the zone district the property is located.
- **Open Space** – Open Space means all areas shown as Open Space, on the Project Site Plan (Exhibit “C”) and other Open Space as defined in the Code.
- **Outsourcing** – The process of the City contracting with City Consultants or paying overtime to City employees to provide technical support in the review and approval of the various aspects of a Development Application.
- **Park** – A piece of land, privately or publicly owned and maintained, intended for passive or active recreation, gathering space or Open Space. Parks may include a wide range of uses and designs, including but not limited to associated plazas, playfields, playgrounds, trails, gardens, natural areas, picnic areas, restrooms, and utilities.
- **Project** – The development to be constructed on the Property pursuant to this Agreement with the associated Intended Uses, Density, and all the other aspects approved as part of this Agreement.
- **Project-Level Facility** – A element of infrastructure that is necessary to serve only those land uses located within the Project Site, regardless of the location of the street or utility facility, which fall within the meaning of “project improvements” as defined in *Utah Code Ann. § 11-36a-102(14)* (2020).
- **Project Site** – The entire area contained within the Project boundaries as described and visually depicted on the Subdivision Plan in Exhibit “C”.
- **Project MPD Plan** – The Overall Project Site Plan of the MPD attached to this

Agreement as Exhibit "C".

- **Project Utility Plan** – The Overall Water and Sewer Plan attached to this Agreement as Exhibit "D and "E"".
- **Property** – The real property legally described in Exhibit "B" and to which the MPD Approval applies.
- **Planning Commission** – The City's Planning Commission established by the Code.
- **Recreational Facilities or Uses** – Recreational Facilities or Uses as set forth in the Code and as allowed in the zone district where the property is located.
- **Setback** – A space, measured from the property line in, unoccupied by structures except where encroachments are specifically allowed by this Agreement and the Code.
- **Single-Family** – Any residential building that contains no more than one (1) residence.
- **Site Plan** – The overall site plan or other graphical representation of the project land development prepared and approved in accordance with the Code, effectuating the development site plan.
- **State** –the State of Utah.
- **Sub-developer** – An entity not "related" (as defined by Internal Revenue Service regulations) to Master Developer which purchases a Development Parcel for development.
- **Support Commercial Facilities and Uses** - Those commercial uses and facilities that are associated with Master Planned Development for the purpose of serving the needs of the residents or users of that development, and not the general public. Examples of support commercial uses include barber shops, beauty salons, travel agencies, clothing stores, gift shops, convenience stores, art galleries, auto rentals, camera stores, liquor stores, pharmacies, sporting goods stores, day care nurseries, information centers, tennis or club houses, or other similar uses.
- **Transfer Deed** – Any deed or assignment as provided for in Section 14.6.
- **Utility Permit** – The plans, profiles, cross sections, elevations, details, and supplementary specifications signed by a licensed professional engineer and approved by the City that shows the location, character, dimensions, and details of the work to be performed.

14. GENERAL PROVISIONS

14.1 BINDING EFFECT

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

Developer and the City.

14.2 RECORDING

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

14.3 VESTING

To the maximum extent permissible under the laws of the State and the United States and at equity, the City and Master Developer intend that this Agreement grants Master Developer all rights to develop the Property in fulfillment of this Agreement, the Applicable Vesting Laws and the MPD Approval except as specifically provided herein under Section 14.4 and Future Laws as defined in Section 13. The Parties intend that the rights granted to Master Developer under this Agreement are contractual, unless specifically described as rights that exist under statute, common law and at equity. The Parties specifically intend that this Agreement and the MPD Approval grant to Master Developer "vested rights" as that term is construed in the State's common law and pursuant to *Utah Code Ann.* § 10-9a-509 (2020).

14.4 EXCEPTIONS TO VESTING

Provisions adopted by this Development Agreement are subject to Future Laws with respect to the following:

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.

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.

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.

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.

Countervailing, Compelling Public Interest. Laws, rules or regulations that the City Council finds on 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.

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

14.5 DUTIES OF MASTER DEVELOPER

A single Master Developer (or Master Developer Transferee) shall be maintained throughout the life of this Agreement. Master Developer or a Homeowners Association shall function as a single point of contact for the City.

14.6 ASSIGNMENT

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

14.7 GOVERNING LAW

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

14.8 SEVERABILITY AND WAIVER

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

14.9 AUTHORITY

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

14.10 EXHIBITS

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

Exhibit "A" Aerial Context MPD Map

Exhibit "B" Project Legal Descriptions

Exhibit "C" MPD Subdivision, Phasing, Parks, Trails, and Open Space Plan

Exhibit "D" Initial Water and Sewer Plans

Exhibit "E" Future Off-Site Water and Sewer Plans

Exhibit "F" Fencing and Landscape Plans

Exhibit "G" MPD Findings, Conclusions of Law, and Conditions of Approval

Exhibit "H" Digital Copy of Applicable Vesting Laws

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

14.11 TIME IS OF THE ESSENCE

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

14.12 INTERPRETATION

This Agreement shall be construed according to its fair and plain meaning and as if prepared by all Parties hereto and shall be interpreted in accordance with State law.

14.13 INTEGRATION

This Agreement is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded.

14.14 NO THIRD-PARTY BENEFICIARY

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

14.15 OTHER NECESSARY ACTS

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

14.16 DEFAULT

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

said default may be satisfactorily cured, if possible.

14.17 REMEDIES

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

14.18 NOTICE

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

To the City:

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

With a copy to:

J. Craig Smith, City Attorney
PO Box 188, Coalville, UT 84017
Email: jcsmith@shutah.law

To Master Developer:

Skylar Tolbert, Sr Project Manager
Ivory Development, LLC
978 E Wood Oak Lane
Salt Lake City, UT 84117
Email: skylart@ivoryhomes.com

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.

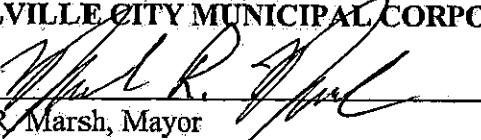
14.22 TERM

The Build-Out Period shall be twenty (20) years following the execution of this Agreement for all the development and construction in the Project. The Term of this Agreement shall be from the date written in the first paragraph of this Agreement till the expiration of the Build-Out Period and may be extended for up to an additional five (5) years with good cause, the approval of which by the City shall not be unreasonably withheld. The Build-Out Period may be further extended for good cause upon mutual agreement in writing by the Parties.

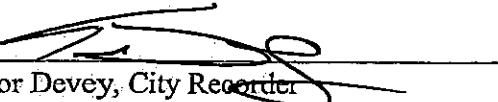
14.23 TERMINATION ON SALE TO THE PUBLIC

To alleviate any concern as to the effect of this Agreement on the status of title to any of the Property, this Agreement shall only terminate with the consent of the City Council.

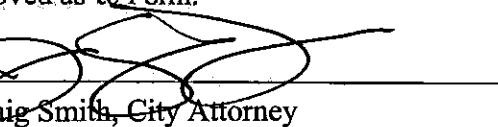
COALVILLE CITY MUNICIPAL CORPORATION

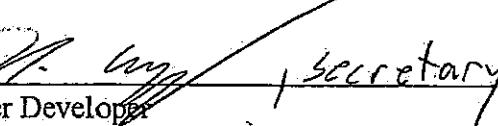
By: 
Mark R. Marsh, Mayor

Attest:

By: 
Trevor Devey, City Recorder

Approved as to Form:

By: 
J. Craig Smith, City Attorney

By: 
Master Developer

STATE OF UTAH)
) ss.

COUNTY OF SUMMIT)

On this 6 day of 2025, before me, the undersigned, a Notary Public in and for the State of Utah, duly commissioned and sworn personally appeared KEVIN ANGLESEY, known to me to be the SECRETARY of IVORY DEVELOPMENT, LLC, the limited liability corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said limited liability corporation, for the purposes therein mentioned, and on oath stated he was authorized to execute said instrument.

I certify that I know or have satisfactory evidence that the person appearing before me and making this acknowledgment is the person whose true signature appears on this document.

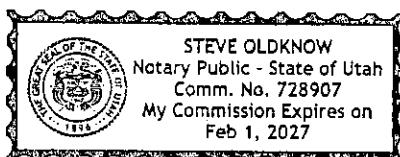
WITNESS my hand and official seal hereto affixed the day and year in the certificate above written.

STEVE OLDFKNO

(Print name of notary)

NOTARY PUBLIC in and for the State of Utah, residing at SALT LAKE COUNTY

My commission expires FEB 01 2027



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 12th day of August, 2025.

Raeshel Hortin

(Print name of notary)

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

Coalville, Utah Summit County

My commission expires October 11, 2026

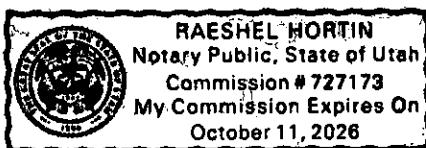


EXHIBIT A
AERIAL CONTEXT MPD MAP



SURVEYED LEGAL DESCRIPTIONS:

CT-482-F:

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER AND THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 2 NORTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN, SUMMIT COUNTY, UTAH, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHICH IS N 89°58'08"E 1761.61 FEET AND NORTH 1764.90 FEET FROM THE SOUTHWEST CORNER OF SECTION 21, TOWNSHIP 2 NORTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN, SAID POINT IS ALSO THE SOUTHWEST CORNER OF TWO PINE SUBDIVISION, RECORDED AS ENTRY NUMBER 664149 IN THE OFFICE OF THE SUMMIT COUNTY RECORDER, WHICH POINT IS MARKED WITH A REBAR AND CAP AT AN EXISTING FENCE CORNER, AND RUNNING THENCE S84°10'35"W 835.33 FEET, ALONG AN OLD EXISTING FENCE LINE TO THE EASTERLY RIGHT-OF-WAY LINE OF THE UTAH STATE PARKS RECREATION (FORMERLY KNOWN AS THE UNION PACIFIC RAILROAD), WHICH POINT IS MARKED WITH A REBAR AND CAP; THENCE N09°03'58"W 1344.09 FEET, ALONG SAID LINE TO THE SOUTHWEST CORNER OF LOST CREEK SUBDIVISION, RECORDED AS ENTRY NUMBER 506563 IN THE OFFICE OF THE SUMMIT COUNTY RECORDER, WHICH POINT IS MARKED WITH A 6" STEEL POST; THENCE ALONG THE SOUTHERLY BOUNDARY LINE OF SAID LOST CREEK SUBDIVISION N85°17'11"E 1207.83 FEET TO THE SOUTHEAST CORNER OF SAID LOST CREEK SUBDIVISION, SAID CORNER IS ALSO IN THE WESTERLY RIGHT-OF-WAY LINE OF THE HOYTSVILLE ROAD, WHICH CORNER IS MARKED WITH A 6" STEEL POST; THENCE ALONG SAID RIGHT-OF-WAY LINE S19°39'11"E 272.04 FEET; THENCE S19°43'34"W 142.13 FEET; THENCE S12°44'15"W 114.30 FEET; THENCE S07°21'39"W 98.70 FEET, TO A REBAR AND CAP; THENCE S06°43'16"E 49.37 FEET, TO A REBAR AND CAP; THENCE N86°15'19"E 214.36 FEET, TO THE WESTERLY RIGHT-OF-WAY LINE OF THE HOYTSVILLE ROAD, WHICH POINT IS MARKED WITH A REBAR AND CAP; THENCE ALONG SAID RIGHT-OF-WAY LINE S19°13'43"E 446.93 FEET TO THE NORTHEAST CORNER OF SAID TWO PINE SUBDIVISION; THENCE ALONG SAID TWO PINE SUBDIVISION THE FOLLOWING TWO (2) COURSES AND DISTANCES: 1) S84°10'15"W 507.79 FEET, AND 2) S06°54'10"W 235.55 FEET TO THE POINT OF BEGINNING.

THE ABOVE-DESCRIBED PARCEL OF LAND CONTAINS 1,590,206 SQUARE FEET, OR 36.51 ACRES IN AREA, MORE OR LESS.

CT-476:

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER, THE NORTHEAST QUARTER, THE SOUTHEAST QUARTER, AND THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 2 NORTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN, SUMMIT COUNTY, UTAH, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SECTION 21, TOWNSHIP 2 NORTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN, WHICH CORNER IS A 3.5" ALUMINUM CAP MARKED SUMMIT COUNTY SURVEY AT A FOUR WAY FENCE CORNER, AND RUNNING THENCE S01°03'55"E 2650.54 FEET, ALONG THE EASTERLY SECTION LINE OF THE NORTHEAST QUARTER OF ABOVE SAID SECTION TO THE EAST QUARTER CORNER, SAID CORNER BEING A 3.5" ALUMINUM CAP MARKED SUMMIT COUNTY SURVEY AT A THREE WAY FENCE CORNER; THENCE S00°50'30"E 655.65 FEET, ALONG THE EASTERLY SECTION LINE OF THE SOUTHEAST QUARTER OF ABOVE SAID SECTION TO AN INTERSECT POINT ON AN OLD EXISTING FENCE LINE; THENCE S89°31'41"W 1414.13 FEET, ALONG SAID FENCE LINE; THENCE S84°57'32"W 748.52 FEET, ALONG SAID FENCE LINE; THENCE S84°21'14"W 449.29 FEET, TO THE EASTERLY LINE OF KEVIN AND MADALYN THOMAS PROPERTY; THENCE N19°50'37"W 150.00 FEET, ALONG SAID LINE; THENCE S84°21'14"W 168.20 FEET, ALONG SAID LINE TO THE EASTERLY RIGHT-OF-WAY LINE OF HOYTSVILLE ROAD; THENCE N18°52'51"W 13.32 FEET, ALONG SAID ROAD LINE; THENCE N19°50'37"W 307.94 FEET, ALONG SAID ROAD LINE; THENCE N18°58'47"W 721.30 FEET, ALONG SAID ROAD LINE TO A FENCE LINE LOCATED ON THE WESTERLY SIDE OF AN IRRIGATION DITCH, ALSO SAID FENCE BEING THE EASTERLY LINE OF THE BRANDIE K. COLE PROPERTY; THENCE N31°10'47"E 162.06 FEET, ALONG SAID FENCE LINE; THENCE N02°47'37"W 24.10 FEET, ALONG SAID FENCE LINE TO A PIPE FENCE LINE; THENCE N85°13'08"E 435.12 FEET, ALONG SAID PIPE FENCE LINE TO THE QUARTER SECTION LINE; THENCE N00°58'24"W 2106.85 FEET, ALONG SAID QUARTER SECTION LINE TO THE NORTH QUARTER CORNER OF ABOVE SAID SECTION; THENCE N89°43'11"E 2629.12 FEET, ALONG THE SECTION LINE TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 9,206,694 SQUARE FEET, OR 211.36 ACRES IN AREA, MORE OR LESS.

EXHIBIT C
MPD SUBDIVISION, PHASING, PARKS, TRAILS, AND OPEN SPACE PLAN

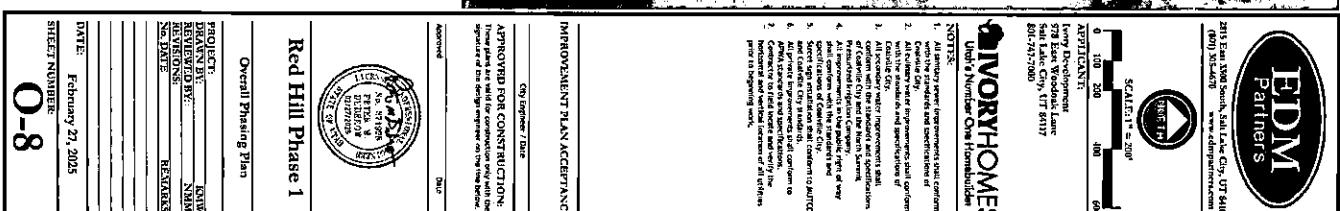
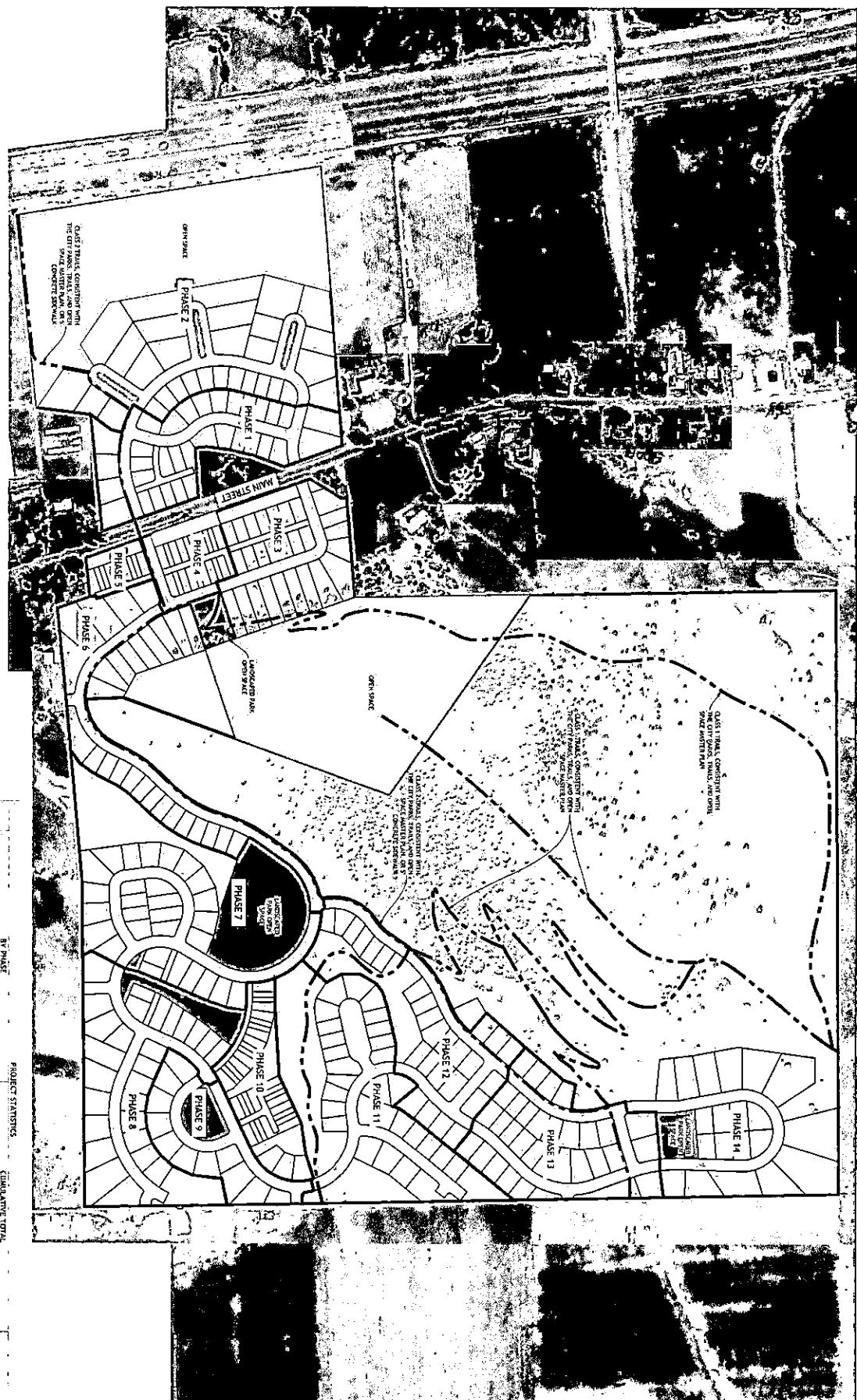
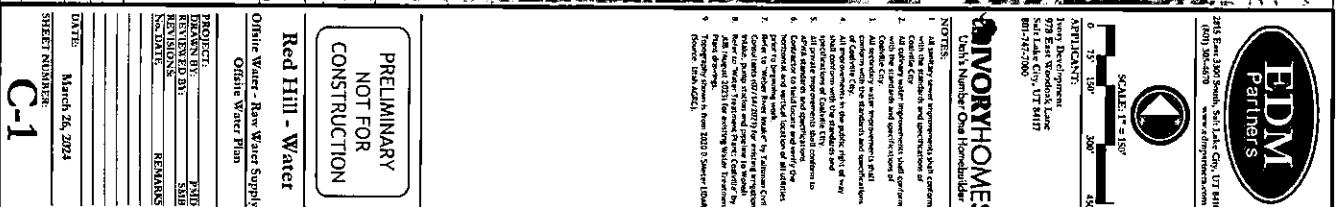


EXHIBIT D
INITIAL WATER AND SEWER PLAN

EXHIBIT E
FUTURE WATER AND SEWER OFF-SITE PLANS



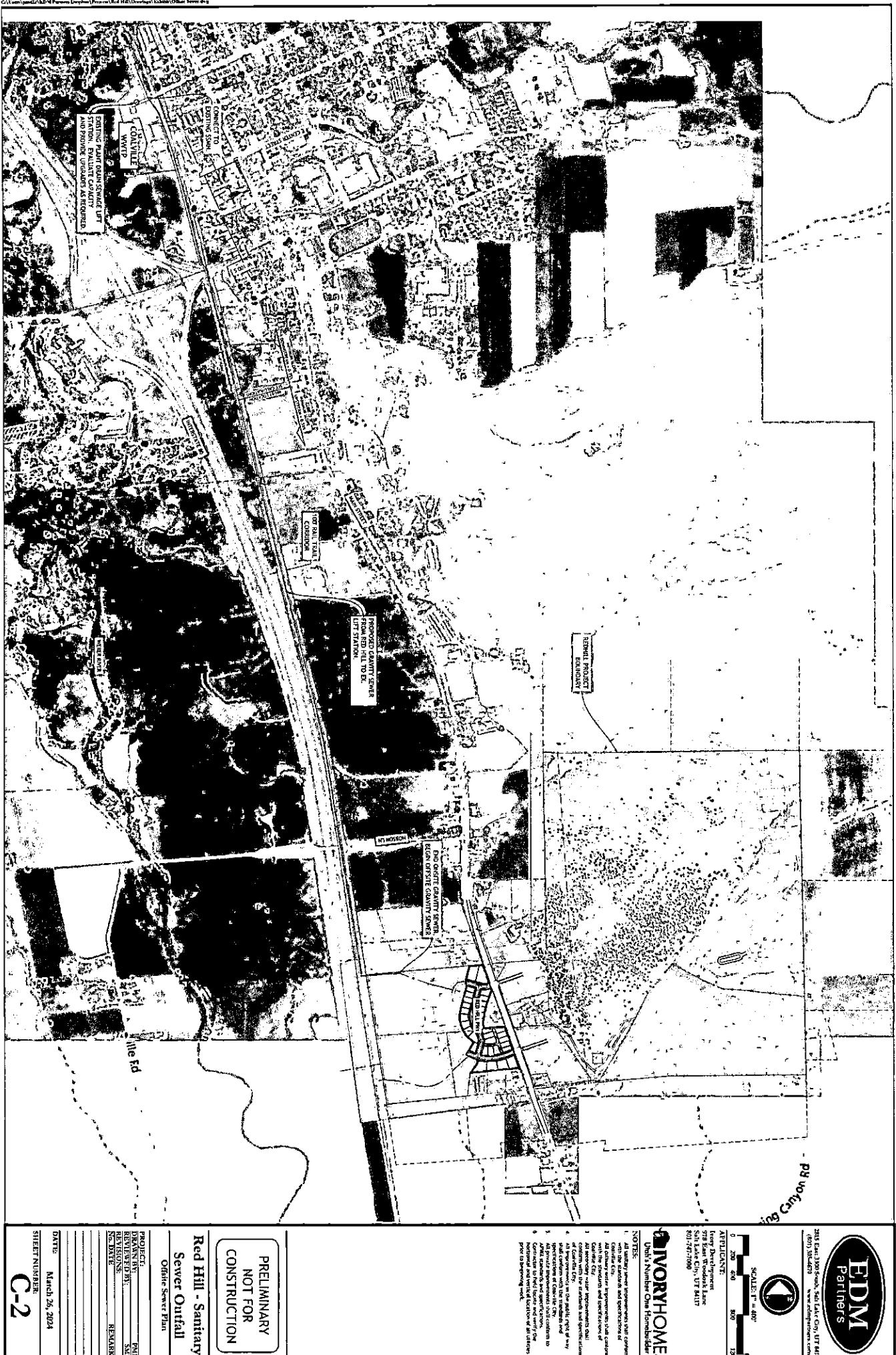
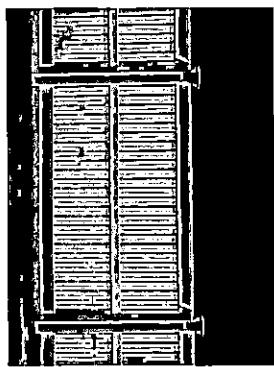
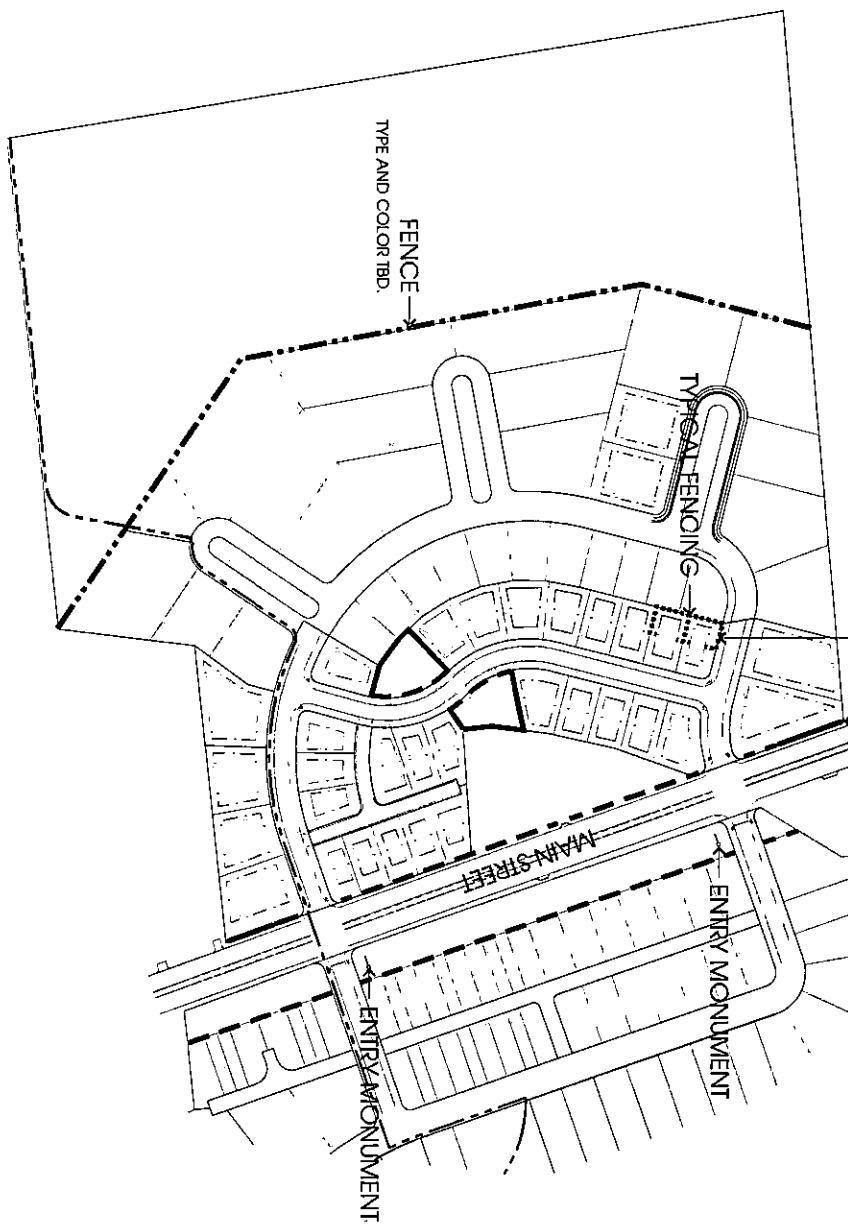


EXHIBIT F
OVERALL FENCING AND LANDSCAPE PLANS

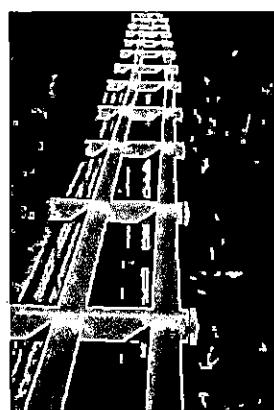
SIDE YARD FENCING ADJACENT TO PUBLIC ROWS
LIMITED TO 4' HEIGHT AS PER COALVILLE CITY CODE

SEMI PRIVATE FENCE & COLUMN

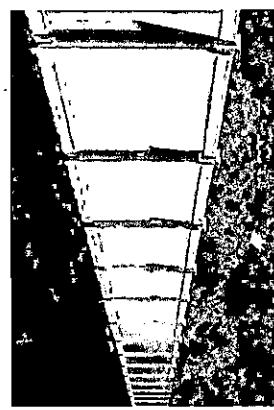
SEE DETAIL 1 SHEET 2



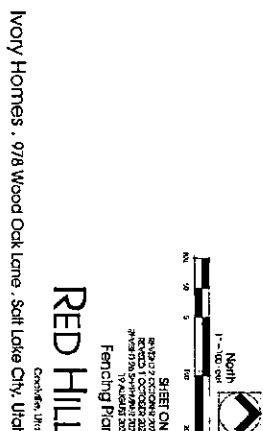
SEMI-PRIVATE FENCE
6 FT. VINYL
INSTALLED BY IVORY HOMES



2 RAIL FENCE
3 FT. VINYL
INSTALLED BY IVORY HOMES



SOLID FENCE
6 FT. VINYL INSTALLED BY HOMEOWNER
4FT. VINYL INSTALLED BY IVORY HOMES



RED HILL

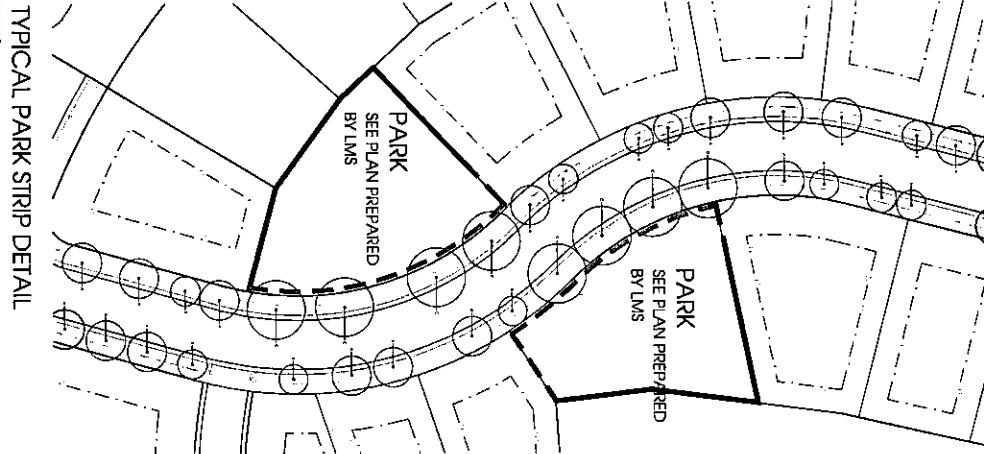
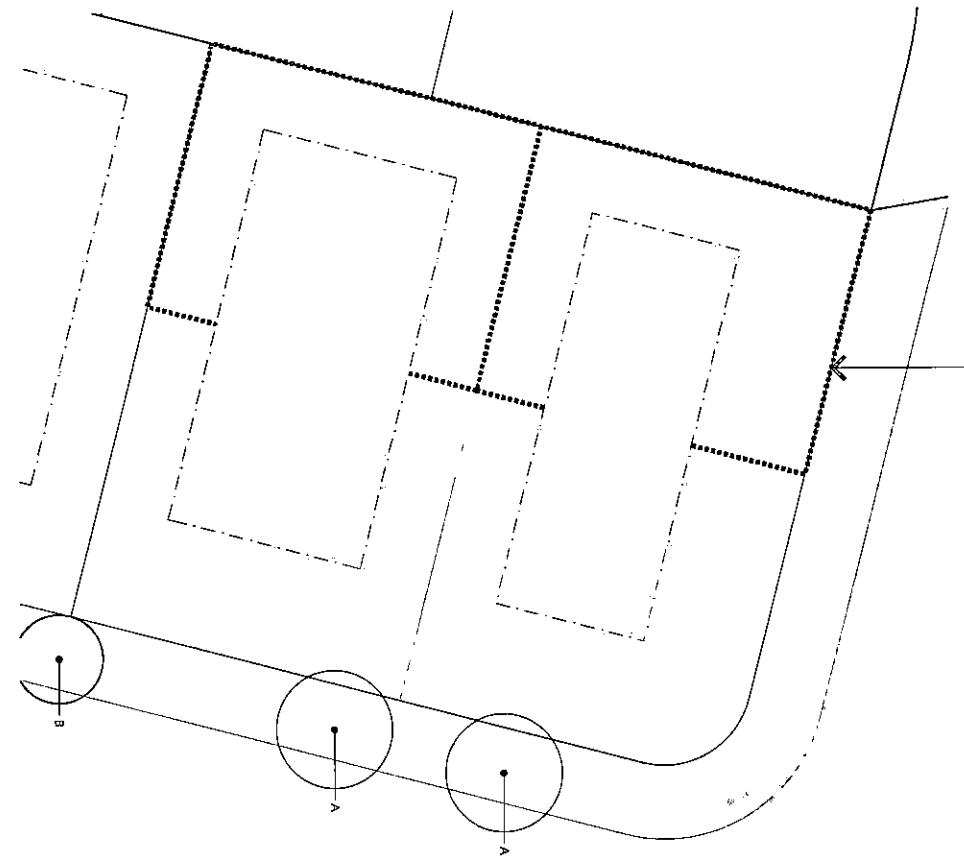
Ivory Homes, 978 Wood Oak Lane, Salt Lake City, Utah

R. MICHAEL KELLY CONSULTANTS

Land Surveying | Engineering | Construction Services

PROFESSIONAL LAND SURVEYING & ENGINEERING | 801.270.7702 | www.kellyconsultants.com

SIDE YARD FENCING ADJACENT TO PUBLIC ROWS
LIMITED TO 4' HEIGHT AS PER COALVILLE CITY CODE



Plant List . Street Trees

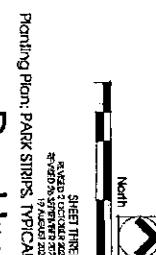
Plant List	Plant Code, when known	Common Name	Notes
A	NA-107	Elm	10' cal
B	SP-102	Autumn Gold Ginkgo	10' cal
C	SP-102	Autumn Gold Ginkgo	10' cal

1. Street trees are to be located at the ends of lots and one (1) tree per forty (40) feet. However, street trees are to be planned in more gradual lots (approximate 15 to 20 feet on center) with generous spacing between groupings (two lots may combine trees to make a single grouping or trees) touch and each grouping may include one or both of the trees on the front lot.

- Trees are to be located 30 feet from corners of intersections
- Trees are to be located 20 feet from any street light
- Street trees are to be planned at the following rates by individual lot:
 - Lot 101 8 trees
 - Lots 101 and 121 6 trees each
 - Lots 120, 129 and 131 5 trees each
 - Lots A and B 4 trees each
 - Lots 102 - 104, 110 - 113, 118, 119, 122 - 126 2 trees each
- Street trees in front of each lot are to be installed by the homeowner in compliance with the Street Tree Planting Reward Condition, Convenants and Restrictions for Red Hill.
- If curbs, sidewalks, or utilities conflict with the street tree placement, the homeowner may apply through the HOA to eliminate a tree or reduce its placement.
- Albark strips are to be filled with 2' to 4' diameter smooth cobble rock installed to a minimum depth of four (4) inches.
- Driveway fill is to be provided to all street trees.

TYPICAL LOT DETAIL
1"-20"

TYPICAL PARK STRIP DETAIL
1"-30"



Ivory Homes , 978 Wood Oak Lane , Salt Lake City, Utah

R. MICHAEL KELLY CONSULTANTS
100 South 400 East, Suite 200
Lehi, Utah 84043 | 800.370.7222 | rmk@rmkassociates.com

EXHIBIT G

MPD APPROVAL FINDINGS, CONCLUSIONS OF LAW, AND CONDITIONS OF APPROVAL

RED HILLS RANCH MPD/PHASE 1 PRELIMINARY PLAN

The following are findings of fact, conclusions of law and conditions of approval for the MPD and Phase I Preliminary Plan application for the Red Hills Ranch Development by the City Council for Coalville City ("City").

Findings of Fact:

1. In 2001 the City annexed and rezoned the project property, formerly known as the Parley Brown property, and on December 19, 2001, the City entered into an Annexation Agreement (**Exhibit 1**) setting forth provisions for development of the property.
2. The property rezone included the Agricultural (AG), Residential Agricultural (R-5), Low Density Residential (R-1), Medium Density Residential (R-2), and High Density Residential (R-4) Zone Districts in the City.
3. The owner of the Red Hills Ranch Property, American Investment Company (Ivory Homes), ("Applicant") applied for a Master Planned Development (**MPD**) and Phase 1 Preliminary Plan on March 15, 2022, for the Red Hills Ranch Property.
4. The Red Hills Ranch MPD and Phase 1 Preliminary Plan Application proposed additional dwelling units above base density of the zone districts under the density bonus provisions of Section 8-6-070:C of the Development code as contemplated by Item 4 of the Annexation Agreement.
5. The maximum potential total number of dwelling units (single-family lots, and townhomes) allowed on the Red Hills Property per the annexation agreement, including the open space density bonus permitted under the Development Code is 396 dwelling units. The applicant proposed and was approved for a total of 349 dwelling units.
6. In accordance with the MPD preliminary plans, the applicant has agreed to 290 single-family dwelling lots and 59 townhome units for a total of 349 units of density for the MPD.
7. The Planning Commission reviewed and discussed the MPD and Phase 1 Preliminary Plan in work sessions beginning on March 21, 2022.
8. On April 7, 2022, the City determined that the MPD and Phase 1 Preliminary Plan application was complete and included all required information.
9. The Applicant submitted responses to the City Staff, Planning Commission and public comments addressing questions regarding the MPD and Phase 1 Preliminary Plan for the development.

10. The Applicant's responses were reviewed by the City Staff and the Planning Commission who expressed several observations and questions to the Applicant, each of which were addressed in the work sessions.
11. Following public hearings on April 18, 2022, May 16, 2022, and June 20, 2022, the Planning Commission recommended approval of the MPD and Phase 1 Preliminary Plan to the City Council on June 20, 2022.
12. The City Council reviewed and discussed the MPD and Phase 1 Preliminary Plan in work sessions beginning on June 27, 2022.
13. Following public hearings on July 11, 2022, and August 8, 2022, the City Council approved the Red Hills Ranch MPD and Phase 1 Preliminary Plan on August 8, 2022, as a land use decision confirmed in these findings of fact, conclusions of law and conditions of approval.

Conclusion of Law:

1. The proposed development is being processed as an MPD as required by the City Development Code for this type of development, which is intended to produce superior project design through development provisions consistent with the goals of the City's General Plan, existing zoning ordinances and the Annexation Agreement for the property.
2. The MPD and Phase 1 Preliminary Plan were determined to comply with the applicable Development Code standards.
3. No new zone district or rezone will result from MPD and Phase 1 Preliminary Plan, and the approval of the MPD and Phase 1 Preliminary Plan is a land use decision by the City Council, acting as the land use authority implementing existing law.
4. The specific land uses and project elements described in the MPD, and set forth in the development agreement, including ranges of dwelling units and various recreation park facilities and other concurrent permitted and supporting facilities and accessory uses, are consistent with the Development Code.
5. The MPD, as conditioned below, satisfies the required findings in Section 8-6-080 of the Development Code with evidence that supports the conclusions for the City to approve a Master Planned Development. In that regard, the City Council makes the following conclusions:
 - a. The MPD site design integrates well into the natural terrain, minimize excessive site grading, and protects and preserves surrounding natural areas.
[8-6080(A)]
 - b. The MPD makes suitable provisions for the protection, preservation, and enhancement of wildlife habitat, watercourses, riparian areas, drainage areas, wooded areas, steep terrain and similar natural features and sensitive lands,

including, but not limited to clustering development to preserve open space, sensitive lands, and wildlife habitat, while avoiding development within areas of steep terrain. **[8-6-080(B)]**

c. The MPD takes adjacent land uses into consideration and mitigates potential impacts, including but not limited to flooding, erosion, subsidence, sloping of the soil or other dangers and nuisances, through careful site planning. Integration of connectivity with adjacent properties, as applicable, has also been considered and provided. **[8-6-080(C)]**

d. The MPD has direct vehicular access from suitable a public road satisfying the requirements of the City Engineering and Development Code, as conditioned below, and fire district standards, including, Main Street (Hoytsville Road). **[8-6-080(D)]**

e. The MPD site plan shows secondary points of access on Main Street and emergency connections to adjoining properties that will be verified for the satisfaction of the required authorities prior to final approval of the development phases. **[8-6-080(E)]**

f. All roads/streets within the MPD follow the natural contours of the site wherever possible to minimize the amount of grading and balance cut and fill. **[8-6-080(F)]**

g. Existing or proposed utility and public services shall be adequate to support the MPD at normal service levels and will be designed in a manner to avoid adverse impacts on existing adjacent land uses, public services, and utility resources. **[8-6-080(G)]**

h. The proposed structures within the MPD are located on reasonably developable portions of the site as determined by the site analysis and sensitive lands determinations. The open areas within the MPD are designed so that existing significant vegetation can be maintained to the greatest degree possible. **[8-6-080(H)]**

i. The MPD includes adequate internal vehicular and pedestrian/bicycle circulation in accordance with the principles of the City Transportation Trails Master Plan. **[8-6-080(I)]**

j. The MPD includes adequate and designated areas for snow removal and snow storage. **[8-6-080(J)]**

k. All exterior lighting within the MPD shall be downward directed and fully shielded in compliance with the City Outdoor Lighting Standards. **[8-6-080(K)]**

- I. The MPD, as conditioned, complies with all the requirements of Chapter 8 of the City Subdivision Ordinance. **[8-6-080(L)]**
 - m. The MPD, as conditioned, is consistent with the City General Plan. **[8-6-080(M)]**
 - n. The Planning Commission conducted the required public hearing on the MPD and Phase 1 Preliminary Plan on April 18, 2022, with additional public hearings on May 16, 2022, and June 20, 2022. On July 11, 2022, the City Council conducted the required public hearing on the MPD and Phase 1 Preliminary Plan with an additional public hearing on August 8, 2022. **[8-6-080(N)]**
6. The City Council additionally concludes that the setbacks, lot size requirements and parking requirements noted in the below Conditions of Approval improve the project site design, result in the clustering of buildings and lots, preserve contiguous open land and natural resources, provide efficiency of infrastructure, and produce a unique product type project.

Conditions of Approval:

1. Side yard setbacks for single family dwelling lots shall be a total of 24-feet for each lot with a minimum 6-foot setback as varied for home placement and site conditions. The primary reason for allowing varied setbacks is to provide better site design options for home locations on the lots and to maintain a non-linear, non-repetitive rural design for the development. Also, permitting varied setbacks was part of the negotiations between the City and the Applicant for the developer to pave the rail trail from the Red Hills property trail connection to 100 South.
2. Side yard setbacks for townhome units shall be a minimum of 8-feet.
3. The applicant shall identify, propose and construct a new source of culinary water to serve the development with associated water rights, wet water, storage facilities, telemetry systems, distribution, and service transmission lines, for review and approval by the City as required by the annexation agreement and development code. The water system shall be constructed and operable to city and state engineering standards and specifications prior to submittal of any building permit application for a residential unit.
4. The applicant shall identify and pay for and cause to be made available to the development new irrigation water sources independent of the City Secondary Water System. The Master Developer shall construct required infrastructure and pay for all water rates and costs associated with providing and maintaining a secondary water system for the project.
5. Left and right turn lanes with acceleration and deceleration lanes shall be required for all development access points off Main Street (Hoytsville Road).
6. The applicant shall pave the rail trail from the project property to 100 South.

7. The applicant shall provide the parks as approved and shown on the MPD and Phase 1 Preliminary Plan to serve the development.
8. The minimum lot size for all single-family lots shall be 1/8 acre (5,445 square feet).
9. The applicant shall provide a bus stop and staging area as determined by the applicant and school district in the development on the east loop road off Main Street (Hoytsville Road).
10. Twenty-eight (28) workforce housing units (8%) of 349 units of the proposed project shall be provided and interspersed throughout the development and accounted for in each phase of the development as further specified in the development agreement.
11. The applicant shall provide specific provisions and final draft of a workforce housing program for review and approval by the City Council prior to approval of the final subdivision plat for Phase 1 of the development.
12. In accordance with Section 8-6-050 of the Development Code, the MPD shall terminate if Phase I of the final plat is not approved and recorded within three (3) years of the approval of the MPD, approved on August 8, 2022.
13. A development agreement, consistent with the MPD, these Findings, Conclusions, Conditions of Approval, the Annexation Agreement, and the Development Code, between the Applicant and the City is a condition precedent to the final plat approval and recording of the Phase I plat of the MPD.
14. The covenants, restrictions, and other provisions of the development agreement shall run with the land and be binding upon all present and future owners of any portion of the Red Hills Property in the MPD.
15. The development agreement shall implement the MPD provisions and reflect the uses and densities allowed by the MPD and shall be reviewed by the City Staff, City Council, and executed by the mayor as an executive act on behalf of the City and an authorized representative of the Master Developer.
16. The approved 349 dwelling units (290 single-family dwelling lots and 59 townhome units) in the MPD shall be detailed in the development agreement. The specific location of the units shall be determined in project phase plat applications, consistent with the MPD, development agreement, and preliminary plans.
17. The final configuration and design of concurrent permitted and supporting facilities and accessory uses shall be determined in subsequent project phase plat applications.
18. Expansion parcels surrounding and adjacent to the project site may be included within the MPD during the build-out period of the project subject to the processes and standards set forth in the development agreement and the Development Code.
19. The Master Developer shall prepare and submit an annual report for review by the City Council confirming the number of dwelling units that have been developed within the MPD along with other structures and improvements.

20. Residential development and accessory structures shall require front yard setbacks, side yard setbacks and rear yard setbacks of at least, respectively, 20 feet, 12 feet (except for varied setbacks of single-family lots) and 12 feet.
21. Maximum building heights for residential development and accessory structures shall be 35 feet.
22. In addition to the parking requirements set forth in Section 8-6-060 of the Development Code, the applicant shall incorporate shared parking areas to preserve contiguous open land and provide efficiency of parking infrastructure where possible.
23. The development agreement shall reference the standards for the design, configuration, maintenance, and performance of all public and private designated roads within the MPD.
24. The main collector roadways to their intersections with Main Street (Hoytsville Road) shall be constructed to City standards prior to occupancy of any residential unit, support facility or accessory structure as required with any applicable project phase.
25. The MPD shall provide a total of approximately 154.0 acres (62.1%) of the 247.86 acres Red Hills Ranch property in open space. Open space shall be guaranteed by deed restrictions, recorded covenants and/or conservation easement(s).
26. Details of open space protection and/or dedication shall be identified with each phase during the preliminary and final plat or site plan review and approval process, consistent with the development agreement.
27. The MPD phasing plan shall be incorporated in the development agreement. The phasing and timing of infrastructure, required to be installed by the Master Developer, within and outside of the MPD shall be specified in the development agreement.
28. The development review process for all project phases within the MPD, including building envelope review, shall be described within the development agreement.
29. A single Master Developer (or Master Developer transferee) shall be maintained throughout the build-out period of the MPD as set forth in the development agreement.
30. A Storm Water System Drainage Plan for the MPD shall be prepared by the Master Developer and reviewed and approved by the City prior to final plat approval of Phase I.
31. Right to Farm provisions shall be verified by the City prior to final plat approval of Phase I.
32. The development agreement shall include provisions confirming the MPD's requirements that Master Developer shall be responsible for on-site and off-site improvements required for the Red Hills Ranch Property.
33. Secondary and emergency access of each phase of the development shall be verified for satisfaction of the required authorities prior to final approval of any development phase of MPD.

EXHIBIT 1

When Recorded, please return to:
City Recorder
Coalville City Municipal Corporation
10 North Main Street
P. O. Box 188
Coalville, Utah 84017

ANNEXATION AGREEMENT FOR THE J. PARLEY AND VERA BROWN PROPERTY

This Annexation Agreement is made by and between Coalville City Municipal Corporation (the "City") and Cumming Investment Company, L.C., a Wyoming limited liability company (hereafter referred to as "Petitioner") to set forth the terms and conditions under which Coalville City will annex land owned by Petitioner into the corporate limits of Coalville City and extend municipal services to that property. Coalville City's approval for annexation has been granted subject to the acquisition of title to the property by Petitioner and the execution and delivery of this agreement by the parties hereto. In consideration of Coalville City's agreement to annex Petitioner's property and in consideration of the mutual promises contained herein, the parties agree that the terms and conditions of annexation shall be as follows:

1. **Property** – The property to be annexed is approximately 250.99 acres, depicted on Exhibit A and more fully described in Exhibit B, and incorporated herein by reference (hereafter referred to as the "Property").
2. **Zoning** – The property to be annexed shall be zoned consistent with the criteria of the existing zone classifications within the City. The zone district classifications(s) of the annexed property shall be as described and depicted on Exhibit A.
3. **Master Plan Approval** – The Planning Commission and City Council shall approve a Master Planned Development (MPD) for the property following the execution of this agreement according to the provisions of the Coalville City Development Code. The density, road and lot locations, open space, trails and other parameters of development of the Property shall be addressed during the Master Plan development (MPD) approval process.
4. **Density** – The total residential density consistent with the zoning classifications allowed for the entire Property at the time of annexation, as set forth on the zoning map attached hereto as Exhibit "A", shall not exceed 284 units plus any density bonuses available under the Coalville City Development Code. Notwithstanding the density associated with the zoning classifications, the density may be relocated to allow clustering and other

design features that will encourage open space as part of the MPD approval process. The density, road and lot locations, open space, trails, and other parameters of development within the project area shall be consistent with this agreement and the MPD approval.

5. **Trails** – Petitioners agree to submit a trails plan and to construct and dedicate trails and trail easements to the reasonable satisfaction of the City as a condition precedent to MPD approval for the Property. The trails plan shall include a connection from the Property to the Rails-to-Trails.
6. **Open Space/Recreation** – The MPD shall feature designed open space on the prime agricultural lands within the view corridor along Hoytsville Road and other critical and sensitive lands of the Property according to the provisions of the Coalville City Development Code and General Plan. Other recreational amenities such as parks, playgrounds and similar facilities will also be required as part of the MPD approval for the Property and will be commensurate with the demand created by the MPD.
 - A. **Use Restrictions and Preservation**. The open space areas of the Property shall be subject to deed restriction which will ensure the perpetual preservation of the open space and shall restrict the uses of the private open space parcels. The use restrictions shall be reviewed and approved by the City prior to the final approval of any subdivision plat for the Property and deed restrictions shall be recorded prior to or at the time of filing and recording of each subdivision plat. CC&R's for the Property shall be reviewed and approved by the City and shall further restrict the use of the Private Open Space.
 - B. **Maintenance**. Open space and recreational amenities shall be maintained by a homeowners association or other entity holding fee title to the Property.
7. **Affordable Housing** – The Petitioner shall work with the City to provide affordable housing, as part of the MPD or at the discretion of the City shall pay a fee in lieu of the obligation to construct affordable housing on site. If the Petitioner pays a fee in lieu of its affordable housing obligation, the fee amount shall be sufficient to provide necessary affordable housing elsewhere in the City at an appropriate location consistent with the goals, objectives and policies of the General Plan.
8. **Roads and Road Design** - All streets, roads and trails within the project Property area shall be public and public access may not be obstructed. All roads shall be constructed to the City Engineering Standards and Specifications.

9. **Sanitary Sewer** – Alignment of the sanitary sewer shall be determined as a part of the MPD approval process for the Property. The preferred alignment will result in the least visual impact and site disturbance.
10. **Water Rights.** Petitioner agrees that as a condition to final approval of the Master Plan Development, Petitioner shall be required to reserve sufficient water rights to supply the requirements of the Development. Petitioner shall submit evidence of ownership of sufficient water rights prior to final approval of the Master Plan Development. Contemporaneous with final approval of each phase of the Development contemplated by the Master Plan Development, Petitioner shall convey to the City, free of all liens and encumbrances, the water rights required to serve the municipal and irrigation water requirements of that phase. If the water right requirements for either culinary or irrigation or both purposes cannot be met by water rights acquired by Petitioner with the Property, then Petitioner may meet the shortfall by providing Weber Basin Water Conservancy District water, so long as either the Developer or homeowners association and property owners of the Development are and remain responsible for any additional and ongoing costs created by use of that water for the Development, including fees, costs and lease payments due Weber Basin. Additionally, should the City have surplus culinary water rights available, it may, in its sole discretion, provide such water rights to meet all or part of the culinary needs of the Development upon the Developer's payment to the City of the reasonable value of such water rights. In such event, the "in lieu payment" shall satisfy the Developer's obligation to furnish culinary water to the extent the City shall provide and the Developer shall pay for the same. Petitioner with the cooperation of the City shall undertake the burden and expense of all change applications required to convert water rights to the City's municipal use and for changing the points of diversion, nature of use and place of use of those rights as shall be reasonably required by the City. Petitioner shall be responsible for all administrative and legal expenses incurred in acquiring final approval of such change applications. The City, however, shall bear the expenses related to its role as a cooperative partner in the change application process. Final development approval for each phase of the Development shall be subject to final approval of all such change applications necessary to serve that phase and the running of all administrative and judicial appeal periods related to those approvals. Upon the City's determination of the nature and quantity of water rights required for each phase of the Development, Petitioner may in its discretion, tender water rights sufficient in quantity to water rights and uses required by the Development, but whose current use is different from the actual uses necessitated by the Development, and the City in its discretion may accept such rights in satisfaction of the water rights requirement for that Development phase. The City shall not accept any water right which is not approved for diversion from a fully developed water source approved by the Utah Division of Water Rights, and, where necessary, by the Utah Division of Drinking Water, such as a well or spring owned by or to be conveyed to the

City and which source is capable of delivering the water to be conveyed to the City. If the Petitioner fails to comply with the water rights requirements of this paragraph regarding any phase of the Development, the City may withhold all future development or building permits from that phase and any remaining phases of the Development until the Petitioner complies.

11. **Water System.** The water system, culinary and pressurized secondary, for the entire Development shall be designed and constructed in accordance with plans and specifications approved by the City, and by any regulatory authority having jurisdiction. As a condition to final approval of each phase of the Master Plan Development approval process, Petitioner shall, at its expense and in accordance with the design approved for the entire Development, construct all the necessary elements for the fully functioning water system required for that phase of the Development, including but not limited to any required water source(s) such as a well or spring, necessary storage tanks and reservoirs, a water storage tank, pump stations, culinary and irrigation transmission and distribution lines and necessary appurtenances thereto. Petitioner shall be required to pay for necessary enlargements, extensions, or expansions of existing infrastructure within the City's culinary water system necessary to serve the Master Plan Development. Upon completion of the system to the satisfaction of the City engineer, Petitioner shall convey the facilities to the City and dedicate appropriate easements for the same. As further consideration, Petitioner agrees to investigate and research a filtering and/or treatment system for the existing Brown Well on the property to produce acceptable water quality to serve the residents of the annexed property and other residents of Coalville City. Petitioner shall not be required to provide water sources in excess of the requirements of the development or to bear expenses related to any such excess. The property is subject to the terms of an agreement entitled "Right-of-Way Agreement (J. Parley Brown Well)" dated August 26, 1993 entered into between William Gary Brown, Trustee, as "Grantor" and Coalville City, as "Grantee" which agreement conveys to the Grantee certain rights of way and easements for a roadway, well site and pipeline and as consideration for the grants, provides for payment of certain monies and for the providing of certain water service to the Grantee. It is contemplated by the Petitioner herein that it has or shall secure from William Gary Brown, Trustee, an assignment of the Grantors rights under said agreement so as to be entitled to the benefit of Grantor's rights thereunder. As building permits are issued for each dwelling unit within the Master Plan Development, the lot owner, except as otherwise provided by the above referenced agreement of August 26, 1993, shall pay Coalville City the water connection fees as required by the Coalville City ordinances then in effect.
12. **Off-site Infrastructure Expansion and Extension** – The Petitioners shall be responsible for the cost and installation of any enlargements, extensions or expansions of the City's existing infrastructure for municipal water, secondary

water and sewer systems as shall be required to serve the MPD, together with any cost or expense which may be incurred for the expansion of utilities services, including telephone, gas and other utilities resulting from the necessity to serve the MPD. The City, at its sole discretion may up-size infrastructure systems to provide for additional capacity above and beyond the requirements of the annexed property. The City shall be responsible for all additional costs incurred as a result of such up-sizing of infrastructure facilities. The Petitioner shall prepare a traffic impact study for Hoytsville Road to determine mitigation measures that will need to be applied to off-set any traffic impacts generated by the annexation and associated MPD for the Property. The Petitioner/Developer will be required to construct any required turning lanes, signing and other mitigation measures to off-set traffic impact to Hoytsville Road.

- 13. Phasing and Timing** - All proposed development of the MPD shall be timed and sequenced concurrent with the availability and capacity of the City and other public entities to serve the Property including but not limited to police and fire protection, schools, roads, water, sewer, libraries and recreational facilities. As part of the MPD approval process the Petitioner shall be required to complete an infrastructure impact and fiscal impact analysis to determine the projected impacts on the public services and economic base of the City, and propose mitigating measures to offset any associated impacts.
- 14. Preliminary and Final Plats** – Preliminary and final plats for the Property shall follow a normal thorough planning process in accordance with the conditions of approval of the MPD with this Agreement and the Coalville City Development code.
- 15. Planning Review Fees** – Petitioner is responsible for all MPD subdivision engineering, construction, inspection and other applicable fees required by the City at the time of application.
- 16. Impact and Building Fees** – Lot owners of the Property shall pay all generally applicable impact, building permit, and plan check fees or other applicable fees due for construction on the annexed land at the time of application or prior to issuance of building permits.
- 17. Acceptance of Public Improvements** – Petitioner shall offer to dedicate, convey and transfer to Coalville City title to all required roads, and other infrastructure, together with any necessary easements and appurtenances, upon petitioner's fulfillment of all Code requirements and Coalville City's final approval of construction.
- 18. Snow Removal and Storage** – The Developer is responsible to remove or provide for the removal of snow from public streets within each phase of the project until 50% of the lots of such phase have been improved by the

construction of houses on those lots as evidenced by the Coalville City's issuance of Certificates of Occupancy for dwelling units.

19. Governing Law – The Petitioner will hold harmless, indemnify and defend the City, Mayor, members of the City Council and the employees, agents and contractors and the heirs, personal representatives, successors and assigns of each of them (collectively "Indemnified Parties") from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands or judgments, including, without limitation, reasonable attorney's fees arising from or in any way connected with drilling wells, diverting water from existing uses, transforming water from irrigation companies, interrupting the established uses of water and any other detriment to water or water users adjacent to or around the subject property.

20. Compliance with Municipal and State Law – Petitioners and their agents shall be required to comply with all of the requirements of the Coalville City Development Code and all other municipal ordinances and regulations pertaining to the Property and to the development of the same, and with all applicable laws, rules and regulations of the State of Utah and of its departments and agencies.

21. Full Agreement – This agreement contains the full and complete agreement of the parties regarding the Annexation. There are no other agreements in regard to the annexation of the Property. This agreement may be amended only by a written instrument signed by all parties hereto.

DATED this 19 day of December, 2001.

ATTEST:

Rebecca Reichm
City Recorder

COALVILLE CITY MUNICIPAL
CORPORATION,

by Merlyn W. Johnson
Its Mayor

CUMMING INVESTMENT
COMPANY, L.C., a Wyoming
Limited Liability Company,

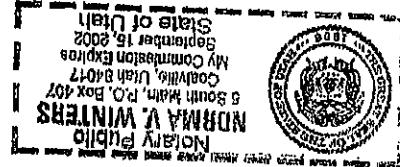
by John C. Cumming
Its Managing Member

STATE OF UTAH)
: ss.
COUNTY OF SUMMIT)

On the 19th day of December, 2001, personally appeared before me, MERLYN JOHNSON and REBECCA RICHINS, who being duly sworn did say, each for themselves, that he the said Merlyn Johnson is the Mayor, and she the said Rebecca Richins, is the City Recorder of Coalville City, and that the within and foregoing instrument was signed on behalf of said Municipal Corporation by authority of a Resolution of its City Council and they duly acknowledged to me that the said Municipal Corporation executed the same and that the seal affixed is the seal of said Municipal Corporation.

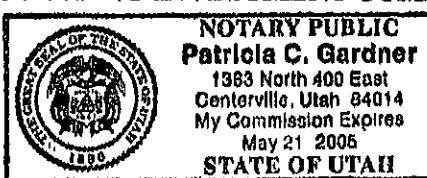
Anna V. Winters
NOTARY PUBLIC
Residing at: *Carrollville*

My Commission Expires:
9-15-2002



STATE OF UTAH)
COUNTY OF Davis) : ss.

The foregoing instrument was acknowledged before me this 11 day of
January 2002 by Ian M. Cumming, Managing Member of
CUMMING INVESTMENT COMPANY, L.C.



My Commission Expires:
May 21, 2005

Patricia C. Gardner
NOTARY PUBLIC
Residing at: 1363 North 400 East
Centerville, UT

APPROVED AS TO FORM:

Coalville City Attorney

Attorney for Cumming Investment
Company, L.C.

EXHIBIT H
DIGITAL COPY OF APPLICABLE VESTING LAWS
(April 7, 2022 Applicable Development Code Provisions On-file at Coalville City Hall)