



# Staff Report

Coalville City  
Project Coordinator

To: Coalville City Mayor and City Council  
From: Don Sargent, City Project Coordinator  
Date of Meeting: November 18, 2019  
Re: Wohali MPD, Property Rezone and Phase I Preliminary Plan  
Action: Public Hearing

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## Wohali Property MPD, Rezone and Phase I Preliminary Plan

### REQUEST

The purpose of this meeting is to receive the recommendation of the Planning Commission and conduct a public hearing on the proposed Wohali Property Master Planned Development (MPD), Property Rezone and Phase I Preliminary Plan. The applicant will be prepared to present an overview of the proposed project and address questions at the meeting.

The current development applications on file with the City include the following:

1. MPD comprising residential lots, resort units, support commercial and recreational uses.
2. Property Rezone from Agriculture (AG) to the combined zone districts of Residential Agricultural (RA), Low Density Residential (R-1) and High Density Residential (R-4).
3. Preliminary Plan for Phase I of the development.

### BACKGROUND

#### Project Description

The project site is comprised of 1,525 acres and is proposed as a rural golf resort community. The development master plan includes a core resort village, custom cabins, cottages, and estate lots surrounded by dedicated open space and community amenities. The total proposed number of units of all types is 700 as described below in the Master Planned Development analysis.

On November 4, 2019 the Planning Commission forwarded a 4/2 recommendation vote to the City Council for approval of the Wohali Phase I Preliminary Plan.

The Planning Commission previously recommended approval of the MPD and Property Rezone to the City Council on July 29, 2019. On August 12, 2019 the City Council received an overview of the proposed MPD and Property Rezone and directed Staff and the Planning Commission to provide additional detail of a preliminary plan application for off-site infrastructure, city services and other information prior to taking an action on the MPD and Property Rezone.

## Vesting and Entitlement

City Staff has researched vesting and entitlement land-use law of the state and determined that the MPD and associated property rezoning can become vested (guaranteed as a legal right) when the MPD and property rezone approval is granted by the City Council. However, the MPD and property rezoning may not take effect (become entitled) until a development agreement is executed and phase I of the master plan receives preliminary plan approval by the City Council.

Subsequent phases of the MPD will require Preliminary Plan approval by the City Council for vesting and entitlement of each future phase in the development.

## Project Information Submittals

The applicant has prepared the information required by the development code for an MPD and Zone Amendment application, the Preliminary Plan application for Phase I and other supporting information and responses to City Staff and the Planning Commission. The following Dropbox link includes the entire submittal package for the application submittals as indicated below with the additional supporting information and responses:

Wohali Project Information:

[https://www.dropbox.com/sh/txetbsia5h223ks/AACgF6fd0Ybo0ndfESCxdJ\\_da?dl=0](https://www.dropbox.com/sh/txetbsia5h223ks/AACgF6fd0Ybo0ndfESCxdJ_da?dl=0)

*MPD and Property Rezone:*

- Property Annexation Plat
- Proposed Zoning Plan
- Proposed Master Development Plan
- Sensitive Lands Analysis
- Proposed Roadway Plan and Standards
- North Summit Fire District Review Letter
- Wildlife and Endangered Species Study
- Standards for Decision Responses
- Preliminary Infrastructure Impact Analysis
- Development Phasing Plan
- Roadway Right-of-Way Use Documentation and Mapping
- Water Supply and Quality Assessment
- Proposed MPD Amendments
- Responses to Staff and Planning Commission Questions and Concerns
- Public Trails and Open Space Plan
- Typical Lot Feature Map
- Proposed Village Master Plan
- Preliminary Traffic Study
- Visual Impact Analysis

*Preliminary Plan for Phase I:*

- Preliminary Phase I Plans
- Existing Conditions Mapping
- Preliminary Grading Plan
- Preliminary Landscape Plan
- Preliminary Irrigation Plan

- Master Declaration of Covenants, Conditions, Restrictions and Easements
- Water Development Status
- Design Guidelines
- Preliminary Infrastructure Impact Analysis
- Preliminary Utility Plans
- Preliminary Roadway Plans
- Overall MPD Phasing Plan
- Statement of Intent
- Drinking Water Source Protection Plan (DWSPP)
- Project Best Management Practices (BMP'S)

## **ANALYSIS**

### MPD and Property Rezone

#### *Master Planned Development (MPD)*

The applicant is requesting considerations of the Master Planned Development (MPD) provisions in Title 8 Chapter 6 of the Development Code. The considerations are being requested to address the proposed village core design program including the following:

- Reductions in lot size, frontage, height and setbacks.
- Provisions for commercial support and accessory uses.
- Provisions for nightly rentals.
- Clarification on density calculations, allowed uses, parking standards and other MPD considerations.
- Parking requirements and standards.
- Applicability for implementing a Development Agreement (DA).

The Wohali MPD includes a mix of the following potential uses: Residential, Commercial including nightly rentals, Resort Support, Office, Civic, Retail, Public and Private Recreation, Open Space and Accessory Uses. This mix of uses is comprised of the following:

#### Residential Density

Village Residential	194 units
Highlands Residential	<u>376 units</u>
<b>Total Residential</b>	<b>570 Units</b>

Village Residential units include a mix of multi-family cottages, single family cottages, cabins, townhomes and stacked flats. Highlands Residential units include single family detached, cabin, estate and ranch lots.

#### Nightly Rentals (Commercial)

Village Nightly Rental Units	130 units
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Village Nightly Rental Units include a mix of lodge suites, bed & breakfast units, golf house suites and golf cabin suites.

#### Resort, Resort Support, Civic, and Accessory Uses (Non-Residential)

Resort and Resort Support	TBD square feet
Civic and Accessory Buildings	TBD square feet

**Total Non-Residential      267,700 Square Feet (Max.)**

Resort and Resort Support include golf club house, workforce housing, spa, kids club, outfitter cabins, restaurants, bars, clubs and theater. Civic and Accessory buildings include maintenance facilities, chapel, sales center, and welcome center.

Open Space and Trails (Recreation)

Primary Open Space	747.16 Acres (48.97%)
Secondary Open Space	<u>269.97 Acres (17.70%)</u>

**Total Open Space      1,017.13 Acres (66.67%)**

Primary Open Space includes sensitive land areas, golf courses and buffer areas. Secondary Open Space includes areas outside of designated building pads on single family lots.

Public Trails	6.85 Miles
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The MPD and associated residential and non-residential uses are proposed in eleven (11) phases over a 15 to 20-year timeframe. Staff and the Planning Commission reviewed and evaluated the information associated with the MPD according to development code and other City ordinances and regulations and determined the MPD complied at this preliminary stage of the application, subject to zoning approval.

Final review and analysis of the MPD will be required in association with a Development Agreement as the project proceeds forward in the application process with Phasing Project Final Plans.

*Attachment A* includes an initial draft of a possible Development Agreement for review and consideration.

*Property Rezone*

As shown on the proposed Zoning Plan, the applicant is proposing a rezone of the property which was compared with the existing zone district pattern of the City and particularly the Red Rock (Cummings) property in south end of the City.

The applicant also compared the proposed core density units per acre of the project to existing core density zoning within the City. The existing AG zone designation of the property would allow 76 lots to be developed on the property. No new zone district or overlay designation is being requested that does not already exist within the City.

The proposed zone districts include the following:

- Agricultural (AG) Zone (existing) (1 lot per 20 acres). Proposed 313.29 acres.
- Residential Agriculture (RA) Zone (1 lot per 5 acres). Proposed 651.90 acres.
- Low Density Residential (R-1) Zone (1 lot/unit per acre). Proposed 492.13 acres.

- High Density Residential (R-4) Zone (4 lots/units per acre). Proposed 68.38 acres.

The applicant maintains the property will accommodate the proposed density associated with the zone districts from an analysis of the property opportunities and constraints, sensitive lands protection, application of MPD provisions, mitigation measures provided, and no net loss on water resources, source protection, sewer capacity, roads and other infrastructure.

#### *Legislative Discretion of Zone Amendments*

According to state and local (Coalville City) land use law, the legislative body (City Council) has discretion for approving property zone amendments following a recommendation by the Planning Commission. The City Council is not controlled by any one standard for their decision. However, in taking an action on a proposed zone amendment the following Standards for Decision are to be considered.

#### *Standards for Decision*

Title 10-3-080 of the Development Code sets forth procedures for amending the zoning map or text provisions of the code. Subsection E describes the Standards for Decision in consideration of any proposed amendment.

1. Consistency of the proposed amendment with the General Plan goals, objectives and policies.
2. Compatibility of the proposed amendments with the overall character of existing development and surrounding property.
3. Consistency of the proposed amendment with the standards of any applicable overlay zone.
4. Impact of the proposed amendments on adjacent properties.
5. Adequacy of facilities and services to serve the proposed development.

The applicant responded to each of the factors stated in the Standards for Decision. The responses from the applicant are included in the Response File on the Dropbox link and are included in the hard copies provided to the council members. Staff reviewed the applicant responses and expressed several observations, concerns and questions which were addressed at the work sessions to the satisfaction of Planning Commission.

#### Phase I Preliminary Plan

The Preliminary Plan Application for Phase I of the MPD includes the following:

1. 18-hole golf course
2. 102 residential units (lots)
3. Public loop trail comprising 5.10 miles
4. 393.82 acres of open space (25.80% of total MPD)
5. Staging Parcel B (1.09 Acres) for property owners to the west
6. Maintenance Parcel A (4.69 acres) for golf course maintenance facilities and workforce housing
7. Temporary trailhead parking for 10-12 parking stalls

The applicant responded to several issues regarding the Staff and Planning Commission review and evaluation of the proposed Phase I Preliminary Plan and public comment received at a public hearing. An updated preliminary plan submittal from the applicant

addressed the outstanding items to the general satisfaction of the Planning Commission who voted 4 to 2 recommending approval of the Phase I Preliminary Plan to the City Council.

### Sensitive Lands Analysis

The project site includes sensitive lands as defined in Chapter 22 of the Development Code, Section 10-22-030. The applicant has provided the required information and mapping addressing the sensitive lands criteria.

The proposed MPD layout appears to be respectful of sensitive lands. However, a thorough analysis of impact will be conducted with the required detailed information of a preliminary plan application for each phase of the MPD.

Phase I of the development was determined to comply with the sensitive land regulations of the Code as reviewed by Staff and the Planning Commission.

### Roadway Access Analysis

The applicant has provided a Roadway Access Plan showing the access to the property via two points of access from Icy Springs Road. A main collector road through the former gravel pit area is being proposed as the primary access to the property. The existing Icy Springs Road is proposed as the secondary access. Emergency access roads are also proposed from the upper end of the property down to West Hoytsville Road as shown on the MPD Roadway Plan.

The applicant has also provided Roadway Right of Use Documentation that has been reviewed by the City Attorney for verification.

The North Summit Fire District has provided a letter indicating the proposed roadway plan includes adequate provisions for emergency access and provides a primary and secondary means of ingress and egress.

The roadway cross-sections proposed by the applicant have been reviewed by the City Engineer for compliance with the Development Code and Engineering Standards and Construction Specification of the City. The proposed roadway standards were determined to comply with the review of the preliminary plan for Phase I of the MPD.

### Infrastructure Impact Analysis

An Infrastructure Impact Analysis was conducted and prepared by the applicant describing the proposed water and sewer improvements and associated demand estimates for the development. A phasing plan for the development and associated infrastructure is also included in the submittal information files.

The City Engineer and Public Works Director have conducted a preliminary review and evaluation of the proposed infrastructure plan in accordance with the Development Code and Engineering Standards and Construction Specifications of the City.

A Development Improvement Agreement (DIA) will be required for the project to assure the proposed infrastructure, including any water, sewer, road or other infrastructure extensions, will be constructed to city standards and at the cost of the developer for the development impact to the city systems.

## Water Supply and Quality Assessment

The applicant submitted a water supply and quality assessment for the proposed development addressing the culinary and secondary water demand. Water quality findings and recommendations are also included in the assessment addressing drinking water source protection (DWSP).

The City Engineer and Public Works Director have conducted a preliminary review and evaluation of the water supply and quality assessment in accordance with the Development Code, Engineering Standards and Construction Specifications, and other applicable ordinances of the City. Additional review will be required prior to final plan approval of Phase I as more detailed information is provided by the developer regarding systems capacities, proposed new source development and impact on the existing systems of the city.

A Development Improvement Agreement (DIA) will be required for the project to assure the proposed water infrastructure and demand will be phased so as not to impact the existing service capacities in the system and be at the cost of the developer for the proportionate share of impact to the city systems.

## Public Benefit Opportunities and Provisions

The applicant is proposing public access and benefit opportunities and provisions within the proposed development as indicated in the Village Master Plan - Public Accessibility Plan included in the project file information in the Dropbox link.

Staff and the Planning Commission have addressed public benefits with the applicant at the work sessions for clarification and the public accessibility plan was prepared to identify the opportunities and provisions for public access to the property amenities.

According to the applicant, the public access roadway into the Wohali Village area is proposed as a welcome center, not a gate, and will provide general public access to the project. The North Summit Golf Team will have access to the Wohali Golf Courses as their home course. A Public Trails Master Plan is also included in the project files comprising approximately 7 miles of proposed public trails.

The public accessibility plan includes public parking, short course golfing, cross-country and snow shoeing trails, public access and participation in village plaza festivals, splash pad area, art and farmers markets, fire pits, benches, water features, amphitheater lawn and pathways.

A Development Agreement will be required for the project to assure the proposed public access opportunities and provisions will be provided by the developer as represented.

## Finding of Fact, Conclusions of Law and Conditions of Approval

The following Findings of Fact, Conclusions of Law and Conditions of Approval are associated with the Planning Commission approval recommendation for the MPD, Zone Amendment and Phase I Preliminary Plan (organized by application type):

### ***MPD and Zone Amendment***

Findings of Fact:

1. In 2018 the City annexed several properties west of the city limit line which included the Wohali property.
2. The property was initial zoned Agriculture (AG) which allows 1 dwelling unit/20 acres as base density.
3. The applicant duly applied for a property Zone Amendment and Master Planned Development (MPD) on November 1, 2018.
4. The Zone Amendment and MPD applications were determined complete, with all required information, on March 18, 2019.
5. The Planning Commission reviewed and discussed the proposed Zone Amendment and MPD in work sessions on March 18, 2019, April 15, 2019 and May 20, 2019.
6. The Planning Commission conducted the required public hearing on the proposed Zone Amendment and MPD on July 15, 2019.
7. On July 29, 2019 the Planning Commission recommended approval of the Zone Amendment associated with the MPD to the City Council and authorized the applicant to proceed forward with a Preliminary Plan application for Phase I of the MPD.

Conclusion of Law:

1. The proposed Wohali development was processed as a Master Planned Development (MPD) required by the development code to produce superior project design through flexible and innovative development provisions that advance the goals of the General Plan.
2. The applicant has submitted responses to Staff, Planning Commission and the Public Comments addressing question and concerns of the proposed MPD, and Title 10-3-080, Subsection E of the Development Code addressing the Standards for Decision for a zone amendment.
3. The applicant responses were reviewed by Staff and the Planning Commission who expressed several observations, concerns and questions to the applicant which were addressed in the work sessions.
4. The proposed Wohali MPD was determined to comply with the applicable development code standards and the Property Rezone was determined to be consistent with the existing and approved zone district pattern of the Red Rock (Cummings) property in the south end of the City.
5. The applicant compared the proposed Wohali core density units per acre of the project to existing core density zoning units per acre within the City, which was determined to be consistent.
6. No new zone district or overlay designation is being requested that is not already existing in the development code and on zoning map of the City.



7. A rezone of property requires an associated proposed conceptual development plan to be submitted with the application, which the applicant has provided.
8. The rezone of the property cannot take effect until the final plan for Phase I of the MPD is approved and a plat is recorded. In the event the Phase I final plan is not approved and recorded, the property rezone amendment shall be void.
9. The Wohali MPD, as conditioned and implemented through a development agreement will satisfy 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.

Conditions of Approval:

1. The rezone amendment is subject to the proposed September 2019 Zoning and overall MPD Plans on file with the City.
2. The rezone of the property will not take effect until a final development plan for Phase I of the MPD is approved by the City Council and a plat is recorded.
3. In the event a final development plan is not approved, the proposed zone amendment shall be void.
4. A Development Agreement between the Master Developer, Wohali Partners, LLC, and Coalville City shall be executed by both parties with the final plan approval of Phase I.
5. The specific land uses and project elements of the MPD shall be addressed through the development agreement process, including ranges of dwelling units, non-residential square footages and ancillary resort support uses and facilities.
6. The total number of dwelling units allowed on the project site is 570 dwelling units.
7. The total number of nightly rental resort units allowed on the project site is 130 nightly rental units.
8. The total square feet of non-residential development allowed on the project site shall be addressed and specified in the development agreement.
9. 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 process and standards set forth in the development agreement.
10. The master developer shall prepare and submit an annual report for review of City Council confirming the number of dwelling units and amount of non-residential development square footage that has been developed within the MPD.

11. The MPD project specific design standards and guidelines shall be reviewed and approved by the City prior to final plan approval of Phase I.
12. Specific lot standards, setbacks and building height shall be identified and included within the development agreement.
13. Non-residential development phasing projects within the MPD shall not exceed a 1.0 Floor Area Ratio (FAR) or Floor space Index (FSI) of 100% as set forth in the development agreement.
14. Parking shall be provided within the Village Center as set forth in the development agreement and all other areas shall comply with the parking standards prescribed in the development code in effect at the time of phasing project applications.
15. The development agreement shall reference the standards for the design, configuration, maintenance and performance of all public and private designated roads within the Wohali MPD.
16. The main collector roadway (Wohali Way) to its intersection with Icy Springs Road and the Weber River Bridge and an alternative secondary access shall be constructed prior to occupancy of any phasing project.
17. The Wohali MPD shall provide at least 747.16 acres (49%) of the total project site in open space comprising primary and secondary open space as described in the development agreement.
18. The Wohali MPD Phasing Plan shown in the Phase I Preliminary Plan application shall be incorporated by reference in the development agreement and describe the phasing and timing of infrastructure within and outside of the MPD.
19. Prior to issuance of a building permit for the Wohali MPD, the Master Developer shall provide and construct a connecting pathway for public pedestrian and biking access along the main entry road (Wohali Way).
20. Details of open space protection and/or dedication shall be identified with each Phasing Project during the final plan or site plan review and approval process.
21. After each Phase of the Wohali MPD is completed, the Master Developer shall prepare an analysis of Workforce (employee) housing required for the development to-date and submit to the City for review and acceptance.
22. The development review process for all phasing projects within the Wohali MPD, including the building envelope review process, shall be described within the development agreement.
23. The Master Developer shall prepare and submit a Construction Waste Management Plan for review and approval with the Phase I final plan application.

24. A single Master Developer (or Master Developer Transferee) shall be maintained throughout the build-out period of the MPD and associated development agreement.

### ***Phase I Preliminary Plan***

#### Findings of Fact:

1. The applicant duly applied for a Preliminary Plan application for Phase I of the MPD on August 16, 2019.
2. The Planning Commission reviewed and discussed the initial Phase I Preliminary Plan in work session on August 19, 2019 and directed the applicant to provide all required information for a complete submittal.
3. The Preliminary Plan application for Phase I of the MPD was determined complete with all required information on October 19, 2019.
4. On October 21, 2019 the Planning Commission conducted a public hearing on the Preliminary Plan for Phase I of the MPD.
5. The Planning Commission recommended approval of the Phase I Preliminary Plan to the City Council on November 4, 2019.
6. A Development Agreement between the Master Developer, Wohali Partners, LLC, and Coalville City shall be executed between both parties with the final plan approval of Phase I to ensure the proposed infrastructure, phasing, public access opportunities and provisions and other standards and requirements for the project will be provided by the developer as represented.

#### Conclusions of Law:

1. The applicant submitted responses to Staff, Planning Commission and Public Comments addressing question and concerns of the proposed MPD, Phase I Preliminary Plan and the Standards for Decision for a zone amendment in Title 10-3-080, Subsection E of the Development Code.
2. The applicant responses were reviewed by Staff and the Planning Commission who expressed several observations, concerns and questions to the applicant which were addressed in the work sessions.
3. The proposed Wohali MPD and Phase I Preliminary Plan were determined to comply with the applicable development code standards and the Property Rezone was determined to be consistent with the existing and approved zone district patterns of the City.

#### Conditions of Approval:

1. A Development Agreement between the Master Developer, Wohali Partners, LLC, and Coalville City shall be executed by both parties with the final plan approval of Phase I.

2. The MPD project specific design standards and guidelines shall be reviewed and approved by the City prior to final plan approval of Phase I.
3. Specific lot standards, setbacks and building height shall be identified and included within the development agreement.
4. The main collector roadway (Wohali Way) to its intersection with Icy Springs Road and the Weber River Bridge and an alternative secondary access shall be constructed prior to occupancy of any phasing project.
5. The Wohali MPD Phasing Plan shown in the Phase I Preliminary Plan application shall be incorporated by reference in the development agreement and describe the phasing and timing of infrastructure within and outside of the MPD.
6. Prior to construction on the first phasing project of the MPD, a more detailed implementation schedule for any required construction or upgrades of off-site infrastructure improvements supporting Phase I and all other subsequent Phases shall be submitted to the City for approval.
7. Prior to issuance of a building permit for the Wohali MPD, the Master Developer shall provide and construct a connecting pathway for public pedestrian and biking access along the main entry road (Wohali Way).
8. Details of open space protection and/or dedication shall be identified with each Phasing Project during the final plan or site plan review and approval process.
9. After each Phase of the Wohali MPD is completed, the Master Developer shall prepare an analysis of Workforce (employee) housing required for the development to-date and submit to the City for review and acceptance.
10. The development review process for all phasing projects within the Wohali MPD, including the building envelope review process, shall be described within the development agreement.
11. The Master Developer shall prepare and submit a Construction Waste Management Plan for review and approval with the Phase I final plan application.

## **RECOMMENDATION**

Staff recommends the City Council conduct a public hearing and receive comment and input on the MPD, Property Zone Amendment and Preliminary Plan for Phase I of the proposed development.

## **ATTACHMENT(S)**

- A.** Draft Development Agreement

# **ATTACHMENT A**

## Draft Development Agreement

**WOHALI MASTER PLANNED DEVELOPMENT  
DEVELOPMENT AGREEMENT  
BETWEEN  
COALVILLE CITY, UTAH and  
WOHALI PARTNERS, LLC**

<b>A.</b>	<b>Parties, Date, Recitals, and Mutual Consideration .....</b>	<b>1</b>
<b>B.</b>	<b>Terms .....</b>	<b>0</b>
	<b>1.0 Definitions and Consistency .....</b>	<b>0</b>
	1.1 Definitions.....	0
	1.2 Consistency with Law.....	0
	<b>2.0 Project Description .....</b>	<b>0</b>
	2.1 Project Zoning and Development Envelopes.....	0
	2.2 Project Elements.....	0
	2.3 MPD Site Plan and Property Boundaries .....	0
	<b>3.0 Prior Agreements .....</b>	<b>0</b>
	3.1 Effect of Development Agreement .....	0
	<b>4.0 Land Use and Project Elements .....</b>	<b>0</b>
	4.1 MPD Overall Site Plan .....	0
	4.2 Total Number of Dwelling Units .....	0
	4.3 Total Amount of Non-Residential Development.....	0
	4.4 MPD Site Plan Amendment Process .....	0
	4.5 Interface with Adjoining Properties .....	0
	4.6 Expansion Parcels .....	0
	4.7 Additional Use Standards .....	0
	4.8 Process to Track Total Dwelling Units and Floor Area.....	0
	4.9 Developer Improvements.....	0
	4.10 Public Benefit Opportunities and Provisions .....	0

**Wohali Master Planned Development  
Development Agreement**

<b>5.0</b>	<b>Construction, Site, Landscape and Sign Standards .....</b>	<b>0</b>
5.1	DRC Review Required for Design Guidelines and Standards.....	0
5.2	Dimensional Standards .....	0
5.3	Parking Standards .....	0
5.4	Signage Standards.....	0
5.5	Landscape Standards .....	0
<b>6.0</b>	<b>Internal Street Standards Within the Village MPD .....</b>	<b>0</b>
6.1	Purpose .....	0
6.2	Applicability .....	0
6.3	Street Design.....	0
6.4	Street Connectivity .....	0
6.5	Ownership and Maintenance .....	0
<b>7.0</b>	<b>Water, Sewer and Stormwater Utility Standards .....</b>	<b>0</b>
7.1	General Requirements.....	0
7.2	Water System Standards .....	0
7.3	Sanitary Sewer Design Standards .....	0
7.4	Stormwater Management Standards .....	0
<b>8.0</b>	<b>Sensitive Land Standards .....</b>	<b>0</b>
8.1	Sensitive Lands Ordinance Applicability .....	0
8.2	Sensitive Lands Determinations .....	0
8.3	Alteration of Geologically Hazardous and Landslide Hazard Areas.....	0
8.4	Vegetation Removal.....	0
<b>9.0</b>	<b>Open Space, Recreation and Trail Standards.....</b>	<b>0</b>
9.1	Overall Open Space Requirement .....	0
9.2	Open Space Plan .....	0
9.3	Sensitive Areas and Buffers .....	0

**Wohali Master Planned Development  
Development Agreement**

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9.4	Non-Sensitive Open Space.....	0
9.5	Golf Course, Recreation and Useable Open Space Standards.....	0
9.6	Trail Plan.....	0
9.7	Trail Standards.....	0
9.8	Open Space and Trail Deviations.....	0
9.9	Ownership and Maintenance.....	0
9.10	Open Space Characteristics.....	0
<b>10.0</b>	<b>Determinations, Amendments &amp; Property Expansion Review Process.....</b>	<b>0</b>
10.1	Reserved .....	0
10.2	Applicability .....	0
10.3	Determinations .....	0
10.4	Amendments .....	0
10.5	Property Expansion .....	0
<b>11.0</b>	<b>Project Phasing .....</b>	<b>0</b>
11.1	MPD Phasing Plan Approved .....	0
11.2	Phasing of Improvements.....	0
11.3	Phasing and Construction of On-site Facilities .....	0
11.4	Phasing and Construction of Off-Site Infrastructure Improvements.....	0
11.5	Transportation Facilities .....	0
11.6	Off-Site Pedestrian Improvements.....	0
11.7	Phasing of Development.....	0
11.8	Housing Types .....	0
<b>12.0</b>	<b>Development Review Process.....</b>	<b>0</b>
12.1	Purpose.....	0
12.2	Applicability .....	0

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**Wohali Master Planned Development  
Development Agreement**

12.3	Design Review Committee .....	0
12.4	Application Review Procedures.....	0
12.5	Notice Requirements.....	0
12.6	Amendments to Implementing Approvals .....	0
12.7	Applicability, Decision Criteria and Approval Specific Requirements .....	0
12.8	Bonding for Improvements .....	0
<b>13.0</b>	<b>Miscellaneous Additional Standards and Requirements.....</b>	<b>0</b>
13.1	Construction Waste Management Plan .....	0
13.2	Construction Traffic Management Plan .....	0
13.3	Fire Mitigation .....	0
13.4	Fiscal Impacts Analysis .....	0
13.5	Reserved .....	0
<b>14.0</b>	<b>Definitions .....</b>	<b>0</b>
<b>15.0</b>	<b>General Provisions .....</b>	<b>0</b>
15.1	Binding Effect & Vesting .....	0
15.2	Duties of Master Developer .....	0
15.3	Assignment .....	0
15.4	Governing Law .....	0
15.5	Severability and Waiver.....	0
15.6	Authority.....	0
15.7	Exhibits.....	0
15.8	Time is of the Essence.....	0
15.9	Interpretation.....	0
15.10	Integration.....	0
15.11	No Third-Party Beneficiary .....	0

**Wohali Master Planned Development  
Development Agreement**

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15.12 Other Necessary Acts.....	0
15.13 Remedies .....	0
15.14 Notice.....	0
15.15 Counterparts.....	0
15.16 Term.....	0

**Exhibits**

Exhibit "A"	Project Boundaries and Annexation Plat
Exhibit "B"	Legal Description and Parcel Map
Exhibit "C"	Zoning Plan
Exhibit "D"	Overall Illustrative Master Plan
Exhibit "E"	Overall Land Use Plan
Exhibit "F"	MPD Phasing Plan
Exhibit "G"	Phase 1 Site Plan
Exhibit "H"	Roadway Plan
Exhibit "I"	Roadway Sections
Exhibit "J"	Sensitive Lands Analysis
Exhibit "K"	Sensitive Lands Analysis
Exhibit "L"	Public Trails Plan
Exhibit "M"	Village Master Plan – Public Accessibility Plan
Exhibit "N"	Open Space Plan
Exhibit "O"	Village Illustrative Master Plan
Exhibit "P"	Overall Utility Plan
Exhibit "Q"	Water Utility Plan
Exhibit "R"	Sewer Utility Plan
Exhibit "S"	Traffic Impact Analysis
Exhibit "T"	Wildlife Impact Study
Exhibit "U"	Infrastructure Impact Analysis

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Exhibit "V" Water Supply and Quality Assessment

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**A. Parties, Date, Recitals, and Mutual Consideration**

This Development Agreement is entered into this \_\_\_ day of \_\_\_\_\_, 2019, by and between COALVILLE CITY CORPORATION, (“City”) a municipal corporation of the State of Utah located in Summit County, and Wohali Partners, LLC., a Utah limited liability corporation (“Master Developer”).

**RECITALS**

- A. The City includes large areas of undeveloped lands within its annexation declaration boundary, and the City has spent many years evaluating and planning for future coordinated development of those lands.
- B. To strengthen the public planning process, encourage private participation and comprehensive planning, and reduce the economic cost of development, the City has adopted Master Planned Development (“MPD”) provisions within the Coalville City Development Code (the “Code”), which authorizes the City to consider a master planned development proposal of an owner of real property within its jurisdiction. Under the MPD, the City must make required findings of the development standards and other provisions that apply to, govern and vest the development, use, and mitigation of the development impact of the real property in the MPD approval. A development agreement encompassing the applicable development regulations, conditions and findings approved by the City for the MPD is hereby implemented and shall run with the land for the duration of the development including:
- (a) Project elements such as permitted uses, residential densities, and nonresidential densities and intensities or building sizes;
  - (b) The amount and payment of impact fees imposed or agreed to in accordance with any applicable provisions of state law, any reimbursement provisions, other financial contributions by the property owner, inspection fees, or dedications;
- Mitigation measures, development conditions, and other requirements of the development code;

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**Parties, Date, Recitals, and Mutual Consideration**

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- (d) Design standards such as maximum heights, setbacks, drainage and water quality requirements, landscaping, and other development features;
  - (e) Workforce housing;
  - (f) Open space preservation;
  - (g) Phasing;
  - (h) Review procedures and standards for implementing decisions;
  - (i) A build-out or vesting period for applicable standards; and
  - (j) Any other appropriate development requirement or procedure.
- C. The City has adopted a process for review and approval of applications for Master Planned Development Approval (“MPD”), which process is prescribed in the City’s MPD development regulations codified in the Coalville City Development. The City’s process for review and approval of an MPD includes the requirement of findings and conditions that shall be binding on all MPD property owners and their successors and shall require that they develop the subject property only in accordance with the terms of the MPD approval.
- D. The Wohali MPD has been processed, considered and executed in accordance with the City’s development regulations, and state law requirements, including this Development Agreement.
- E. The Master Developer owns certain real property consisting of approximately 1,525 acres located in Coalville City, as generally diagrammed in Exhibit “A”, the Annexation Declaration Boundary Map , and more particularly described in Exhibit “B” (the “MPD Illustrative Site Plan”).

**Wohali Master Planned Development  
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- F. Consistent with City's adopted MPD Design Standards and Regulations, the Master Developer designed the Wohali MPD to utilize the natural landforms, including protection of the natural vegetation and open space areas, to define a compact and clustered development pattern for the Village Core. The City's MPD process allows the Property to be developed in a thoughtful and fully integrated manner and provides certainty to the City, existing and future residents, and the Master Developer. The Village MPD community design includes a wide variety of housing, resort commercial and various recreational opportunities. The Wohali MPD also includes a comprehensive system of Open Spaces and trails that will further connect and integrate the clusters of development and promote the natural beauty of the Project Site.
- G. The City approved the Master Developer's MPD Application subject to certain conditions and desires to enter into this Agreement. This Agreement will, among other things, provide for the conditions of MPD Permit Approval to run with the land that is the subject of the MPD Permit Approval and bind the Master Developer's heirs, successors and assigns; provide greater certainty about the character and timing of residential and commercial development within the Wohali MPD; provide for the orderly development of the Wohali MPD on a comprehensive basis consistent with the MPD Approval (copy attached as [Exhibit "C"](#)); allow for timely mitigation of any potential environmental impacts; provide services appropriate for development of the Wohali MPD; encourage an economic and employment base within the City; contribute to the City's fiscal performance; and otherwise achieve the goals and purposes for which the MPD development regulations (Exhibit "D") and the ordinance approving the MPD Application were enacted.
- H. The Master Developer desires to enter into this Agreement in exchange for the benefits to the City described in [Recital G](#), together with other public benefits that will result from the development of the Wohali MPD. Moreover, entering into this Agreement provides assurance to the Master Developer and its successors and assigns that: (i) any and all Implementing Projects necessary to build out the Wohali MPD will be processed under the terms and conditions of the Wohali MPD Approval and this Agreement; (ii) that all Implementing Projects will be vested to and processed in accordance with the

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**Parties, Date, Recitals, and Mutual Consideration**

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standards described in this Agreement and otherwise applicable state and federal law; (iii) that this Agreement and its standards will be in effect for 15 years with the possibility of further extension; (iv) that mitigation measures for the Implementing Projects, including protections to the natural environment and improvements to the built environment necessary to appropriately mitigate any potential adverse impacts and accommodate the build out of the Wohali MPD, are fully described in this Agreement; and (v) that cost recovery mechanisms are in place to assist the Master Developer with construction of public infrastructure when appropriate and applicable.

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

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**Parties, Date, Recitals, and Mutual Consideration**

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**B. Terms****1.0 DEFINITIONS AND CONSISTENCY****1.1 DEFINITIONS**

All capitalized terms in this Agreement shall have the meaning set forth in Section 14, or, if not defined in Section 14, capitalized terms shall have the meaning set forth in the Coalville City Development Code (the "Code"). If there is a conflict between the capitalized terms used in this Agreement and the terms defined in the Code, the definition set forth in the Code shall prevail.

**1.2 CONSISTENCY WITH LAW**

The Wohali MPD is consistent with the Coalville City Annexation and Comprehensive Plan and the City's development regulations. This Agreement is consistent with the terms and conditions of the Wohali MPD Approval.

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## 2.0 PROJECT DESCRIPTION

### 2.1 PROJECT ZONING AND DEVELOPMENT ENVELOPES

This Agreement governs and vests the property zoning, development, use, and mitigation for the Wohali Master Planned Development (“MPD”) legally described within [Exhibit “B”](#) and graphically shown on Exhibit “D”. Land within the boundaries of the Wohali MPD shown on Exhibit “A”, together with the associated off-site improvements, shall be physically developed pursuant to the terms and conditions of this Agreement.

### 2.2 PROJECT ELEMENTS

The Wohali MPD includes a mix of the following potential uses: Residential, Commercial including nightly rentals, Resort Support, Office, Civic, Retail, Public and Private Recreation, Open Space and Accessory Uses on 1,525 acres. This mix of uses is comprised of the following, except as may be modified pursuant to [Section 10.4.2](#):

#### Residential Density

Village Residential	194 units
Highlands Residential	376 units
<b>Total Residential Units</b>	<b>570 Units</b>

**Total Village Nightly Rental Units (Commercial) 130 Units**

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#### Open Space and Trails (Recreation)

Primary Open Space	747.16 Acres (48.97%)
Secondary Open Space	269.97 Acres (17.7%)

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18 Hole Championship Golf Course

9 Hole Short Course

Public Trails 6.85 Miles

Resort, Resort Support, Civic, and Accessory Uses

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Resort and Resort Support	235,081_Total Square Feet
Civic and Accessory Building(s)	32,619_Total Square Feet
<b>Total</b>	<b>267,700 Square Feet</b>

## 2.3 MPD SITE PLAN AND PROPERTY BOUNDARIES

**2.3.1** The Overall MPD Land Use Plan, attached hereto as Exhibit “E” is derived from a scaled survey, but is at too small a scale to depict surveyed boundaries on the ground. Accordingly, the Development Parcel boundaries and their associated acreages shown on Exhibit “E” are approximate. A large version of the Overall MPD Land Use Plan, with surveyed exterior boundaries and sensitive areas, shall be kept on file with the City. Surveys of internal Project Phasing boundaries will be submitted with Project Phasing applications. The Development Parcel boundaries shown on the Overall MPD Land Use Plan may be adjusted and/or consolidated pursuant to the processes set forth in [Sections 4.4, 10.4.1, 12.8.3, and/or 12.8.14](#) of this Agreement, so long as the general character, Open Space and Density of the Overall MPD Land Use Plan is implemented and all open space minimum requirements are met.

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**2.3.2** The boundaries and categories of sensitive areas, as shown on the Sensitive Lands Exhibits contained in the section entitled “Existing Conditions” of the MPD Permit Application and attached hereto as Exhibits “J” and “K” are based on actual field data. The City and Master Developer both agree to the boundaries, categories, and information set forth in the Sensitive Lands Exhibits, attached hereto as Exhibits “J” and “K”. (The full-size versions of the Sensitive Lands Exhibits shall be kept on file with the City.) Sensitive areas and their buffers may be modified from those shown on Exhibits “J” and “K” only as allowed by and in compliance with the City’s Sensitive Lands Ordinance (SLO).

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### **3.0 PRIOR AGREEMENTS**

#### **3.1 EFFECT OF DEVELOPMENT AGREEMENT**

Annexation of the property included in the Wohali MPD was preceded by and subject to the multi-party agreement:

- A. The Pre-Annexation Agreement for the Wohali Annexation Area between Wohali Partners, LLC and Coalville City dated \_\_\_\_\_.

This agreement is hereinafter collectively referred to as the "Prior Agreement." The Prior Agreement set forth pre-conditions for annexation of the Project Site, including \_\_\_\_\_. A summary of the Prior Agreement is contained in attached [Exhibit "D"](#). With respect to the property included in The Wohali MPD, this Agreement fulfills and implements all provisions related to the annexation of the Wohali property included in the MPD. To the extent there is any conflict between this Agreement and any of the Prior Agreements, the terms of this Agreement shall control, as between the City and the Master Developer.

#### **3.2 DEVELOPMENT AGREEMENT SUBJECT TO CITY ORDINANCES**

This Development Agreement is subject to all applicable City Ordinances, Code Regulations and Standards currently in effect or as amended over time.

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

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

Per Condition of Approval Item No. \_\_\_\_ of the MPD Approval, the City Council approved the following components of the MPD entitled “Design Concept and Land Use Plan” of the MPD Permit Application: (i) the Land Use plan map (Figure \_\_\_\_, as updated); (ii) description of categories (beginning on page \_\_\_\_); a maximum of 570 total residential units and 267,700\_ square feet of Non Residential and Nightly Rentaluses; and target densities (described as project Elements in Subsection 2.2). These approved components are attached hereto and incorporated herein by reference as Exhibit “L”.

As provided in Condition of Approval No. \_\_\_\_ of the MPD Approval, “all other specifics shall be resolved through the Development Agreement process.” Neither the Land Use Plan Map shown at Exhibit “L” nor the MPD Site Plan shown at Exhibit “A” is a surveyed map; the scale of each exhibit prevents a high level of detail. The MPD Site Plan shown on Exhibit “A” refines the Design Concept and Land Use Plan in Exhibit “L” to shift and improve road alignments to further minimize impacts on sensitive area, to reflect more accurately, to show possible lot layouts, building footprints, parking and circulation areas. The lot layouts, building footprints, parking and circulation areas shown on Exhibit “A” are only conceptual and may be modified pursuant to Phasing Projects (e.g., subdivisions and binding site plans) without an amendment to this Agreement.

Pursuant to Condition of Approval No. \_\_\_\_ of the MPD Approval, further specificity is provided in Table 4-1 below which shows the Dwelling Unit range, range of commercial/resort support square footage and anticipated additional possible uses of each Development Parcel in the Wohali MPD. The data included within this Table 4-1 may only be modified pursuant to the MPD Site Plan amendment processes outlined in Section 4.4 below.

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**Table 4-1**

Site Plan Parcel ID	Site Plan Phase <sup>1</sup>	Range of Residential Units on Parcel <sup>2</sup>	Non Residential Square Feet Range	Additional Possible Uses <sup>3</sup>
A	1	12-21	55,000	B, C, D, I
B	1	14-23		D, I
C	1	12-20		D, I
D	1	24-40		I
E	1	10-17		D, I
F	1	2-6		A, D, I
G	2,3,4,5	146-242	186,900	D, E, F, I
H	6	26-43		D, I
I	7	31-51		D, I
J	8	13-22		I
K	10	18-31		I
L	10	36-61		D, I
M	8	9-15		D, I
N	8	18-30		D, I
O	9	8-16		D, I
P	9	19-32	5,000	B, E, F, H, I
Q	11	4-8		D, I
R	11	18-30		D, I
OS1	1	0	7,000	F, I
OS2	1	0		I
OS3	1	0		I
OS4	1	0	13,300	G, I
OS5	3	0		G, I
OS6	3	0		G, I
OS7	4	0		F, I
OS8	3	0		G, I
OS9	1	0	1,500	G, I
OS10	9	0		I
OS11	2	0	2,000	H, I

1. Project Phasing may vary due to infrastructure phasing or market product variations/demands or economic conditions.
2. MPD AG Zone results in 1 du/20-acres. MPD RA Zone results in 1 du/5-acres. MPD R-1 Zone results in 1 du/acre. MPD- R-4 Zone results in 4 du/acre.
3. Additional uses as described below:
  - A. Agricultural/Range Staging
  - B. Maintenance Facility
  - C. Workforce or Affordable Housing
  - D. Accessory Dwellings

- E. Nightly Rentals
- F. Resort Support (Golf Club, Spa, Chapel, Kids Club, Sales Center, Outfitters, Welcome Center, Amphitheater, Practice Facility, Restaurants, Bars, Clubs, Theater)
- G. Golf and uses Accessory to Golf
- H. Resort Support (Yurts, Glamping, Private Recreational uses)
- I. Public and Private Trails and uses accessory to trails

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**4.2 TOTAL NUMBER OF DWELLING UNITS**

As approved by Condition of Approval No. \_\_\_\_ of the MPD Approval, the total number of Dwelling Units allowed on the Project Site is 570 Dwelling Units. The predominant housing type will be Single Family residential. Except as may be modified by Section 10.4.2 and pursuant to Condition of Approval No. \_\_\_\_ of the MPD Approval, the Dwelling Unit mix is 375 Single Family units located outside of the village core consisting of Wohali Cabins, Wohali Estates, Wohali Ranches; and 195 Village Single Family and Multi-Family Units consisting of a mix of village scaled detached single family, townhomes and stacked flats.

One hundred thirty (130) Nightly Rentals (Commercial) Unit Locations are identified on the MPD Site Plan consisting of Wohali Lodge Suites (B and B), Golf Course Suites and Golf Cabin Suites.

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#### **4.3 TOTAL AMOUNT OF NON-RESIDENTIAL DEVELOPMENT**

As approved by Condition of Approval No. \_\_\_\_ of the MPD Approval, the total square feet of Non-Residential and Nightly Rental Uses allowed on the Project Site is \_\_\_267,700\_\_\_ square feet of Total Floor Area. This total includes all Public and Private Uses.

#### **4.4 MPD SITE PLAN AMENDMENT PROCESS**

The following future MPD Site Plan amendments are allowed pursuant to the process and standards found in Section 12 of this Agreement. MPD Site Plan amendments shall not allow Development of more Dwelling Units or square feet of Non-Residential Development than the total amounts permitted under Subsections 4.1 and 4.2.

**4.4.1** The residential density of any Development Parcel may, at the discretion of the City be adjusted pursuant to the MPD Approval Minor Amendment process outlined in Subsection 12.8.14. In no instance may a Development Parcel move up or down more than 25% density from its original designation as depicted on [Exhibit "D"](#) unless a Major Amendment to the MPD Permit Approval is approved. And all approved additional density must meet the development standards of the underlying Zone.

**4.4.2** Pursuant to Conditions of Approval No. of the MPD Approval, no Development Parcel abutting the perimeter of the Project Site can increase its density without a Major Amendment to the MPD Approval unless the additional density is placed a minimum of 300' from the perimeter of the Project Boundary and all approved additional density must meet the development standards of the underlying Zone.

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**4.4.3** MPD Site Plan amendments to Open Space areas as shown on Exhibit “M” shall be allowed with a Minor Amendment to the MPD Permit Approval, which may only be processed concurrently with the submittal to the City of a Phasing Project application and shall not modify the overall Open Space requirement set forth in Section 9.1 and may include converting entire Development Parcels to Open Space.

**4.4.4** Although the Overall Illustrative Master Plan and Overall Land Use Plans shown in Exhibits “D” and “E” were not a specifically surveyed map, approximate acreages were assigned to each Development Parcel to aid in understanding the Overall Illustrative Master Plan and Overall Land Use Plans. The stated acreage of any Development Parcel may be increased or decreased concurrent with the City’s processing of a Phasing Project application without an amendment to the MPD Permit Approval or this Agreement.

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

**4.4.5** The roadway alignments shown on the MPD Roadway Plan (Exhibit “H”) may be modified pursuant to and concurrent with a Phasing Project application (e.g., subdivision or binding site plan) without an amendment to the MPD Permit Approval or this Agreement.

**4.4.6** Any other MPD Site Plan amendment (not listed above) may be processed as a Minor Amendment to the MPD Permit Approval provided the criteria outlined in Section 8-6-060 of the Development Code are met; otherwise, an MPD Site Plan amendment constitutes a Major Amendment.

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**4.5 INTERFACE WITH ADJOINING PROPERTIES**

When a Phasing Project application for a Development Parcel along the Project Site perimeter is submitted, and the abutting property outside the MPD to such Development Parcel is already developed on that submittal date, then the Development Parcel layout and design shall ensure the transition between the Development within the Wohali MPD that abuts Development outside the Project Site shall remain consistent with the Overall Illustrative Plan (Exhibit "D") and as outlined in section 4.4.2

**4.6 EXPANSION PARCELS**

Pursuant to Conditions of Approval No. \_\_\_\_\_ of the MPD Approval, any or all of the Expansion Parcels as set forth in Exhibit "N" may be developed during the Build-Out Period subject to the process and standards set forth in Sections 10 and 12 of this Agreement.

**4.7 ADDITIONAL USE STANDARDS****4.7.1 Construction/Field Offices**

Construction/field offices can be located within temporary buildings or modular structures throughout the Project Site subject to the City's approval. There is no time limit for such uses, provided that until the use is terminated, the use shall count towards the maximum amount of non-residential development within the Wohali MPD.

**4.7.2 Accessory Dwelling Units (ADUs)**

The Wohali MPD is limited to 57 Accessory Dwelling Units (ADUs) on the Project Site. The Master Developer is the only party that may submit ADUs applications for the Project Site unless the Master Developer assigns or transfers this right (or a portion thereof) to a third party or parties. The City shall not accept an ADU application for the Project Site from a third party unless such application is accompanied by written approval from the Master Developer. Accessory Dwelling Unit applications must also be reviewed and approved by the Wohali DRC prior to submittal to the City for approval.

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#### 4.8 PROCESS TO TRACK TOTAL DWELLING UNITS AND FLOOR AREA

The Designated City Official and Master Developer shall develop a process to track Dwelling Unit counts and Non-Residential square feet based on approved Construction Permits. Pursuant to Condition of Approval No. \_\_\_\_ of the MPD Approval, Table 4-8-4 below shows the anticipated approximate number of Dwelling Units and Non-Residential square footage within each Phase of the Wohali MPD. As part of the Annual Review, the Designated City Official and Master Developer shall confirm the number of Dwelling Units and amount of Non-Residential Development square footage that has been developed within the Wohali MPD.

**Table 4-8-4 Target Unit Count by Phase**

Phase <sup>1</sup>	Target Dwelling Unit Range	Target Nightly Rentals (Commercial)	Target Non-Residential Square Footage
1	74-127		3,000
2	32-53	30	148,200
3	67-111		3,500
4	36-60	100	113,000
5	11-18		
6	26-43		
7	31-51		
8	40-67		
9	27-48		
10	54-92		
11	22-38		
<b>Maximum Total Allowed</b>	<b>570</b>	<b>130</b>	<b>267,700</b>

1. Project Phasing and phase intensity or volume may vary due to infrastructure phasing or market product variations/demands or economic conditions.

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#### **4.9 DEVELOPER IMPROVEMENTS**

The Wohali MPD design and mitigation measures described in this Agreement, including the MPD Approval and its Conditions of Approval in Exhibit “C”, mitigate any potential adverse environmental impact directly identified as a consequence of MPD Approval and this Agreement. Additionally, some elements of the MPD Approval and mitigation measures include provisions relating to system improvements required by the City. As designed and with full implementation of all the mitigation measures, The Wohali MPD build-out will fully and adequately mitigate the potential adverse environmental impacts of the Wohali MPD and, that through such mitigation measures, provisions will be made for: (i) the facilities needed to serve new growth as a result of the Wohali MPD within the City and (ii) the Master Developer to construct or pay a proportionate share of the cost of completing certain system improvements.

#### **4.10 PUBLIC BENEFIT OPPORTUNITIES AND PROVISIONS**

The Wohali MPD provides public access and benefit opportunities and provisions within the proposed development as indicated in the Public Trails Plan (Exhibit “L”) and Village Master Plan - Public Accessibility Plan (Exhibit “M”)

- The public access roadway into the Wohali Village (Wohali Way) will provide a welcome center, not a gate, and will provide general public access to the Village Center. The North Summit High School Golf Teams will have access to the Wohali Golf Courses as their home course. A Public Trail System comprising approximately 7 miles of trails will be developed as depicted on the Public Trails Plan (Exhibit “L”).

Additional publicly accessible amenities within the Village Center include:

- Public parking
- a 9 hole short course
- All Faiths Chapel
- Cross-country and snow shoeing trails
- Public access and participation in village plaza festivals and art and farmers markets
- A splash pad,
- An Amphitheater
- A Village walk with fire pits, benches, water features, and gathering areas

Workforce Housing units will be provided within the HOA and Golf Maintenance Facility, as accessory dwelling units throughout the MPD neighborhoods or within the Village Center to allow seasonal and full time employees and support staff to live on site.

The timing of the public opportunities and provisions will be addressed with each phase of the MPD. Phase 1 improvements will include 5.10 miles of public trails, a temporary trailhead, the 18 hole championship golf course and 393.82 acres of dedicated open space.

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

All project construction will follow current Coalville City Engineering Design and Construction Standards. This Section of the Agreement sets additional standards that impose restrictions beyond the City's applicable codes on the Wohali MPD Development. All Phasing Projects must comply with these standards and guidelines, as well as the Wohali Design Guidelines administered by the Wohali DRC.

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

The DRC shall review and approve each Phasing Project application, except for Utility Permits for compliance with the Wohali Design Guidelines prior to submittal to the City for review and approval. The DRC's approval shall be noted in each such application, which shall be submitted to the City for review and processing. In the event that the City determines that a Phasing Project application does not comply with Coalville City Engineering Design and Construction Standards or Dimensional Standards within Section 5.2, or that the DRC has failed to provide approval, the Designated City Official may require revisions to or deny the application.

### **5.2 DIMENSIONAL STANDARDS**

Consistent with Condition of Approval No. \_\_\_\_ the MPD Approval provides that: "Front yard setbacks and other specific lot standards shall be determined as part of the Development Agreement." This subsection outlines the dimensional standards applicable within the Project Site consistent with the MPD Approval to allow or impose restrictions beyond the City's applicable Code provisions



## Section 5 – Building Pad, Landscape and Sign Standards

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Wohali Master Planned Development  
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A. The City MPD Ordinance imposes a minimum lot size. The minimum lot size for Detached Single Family is 0.10-acre (4,356 sq. ft.) subject to specific conditions being met as described in the Ordinance. The minimum lot size does not apply to alternative lot configurations per Section 5.2.6. Alternative lot configuration Lot sizes are dictated by product type, Setbacks, and other specific lot standards described in Section 5 of this Agreement.

B. The minimum width of a flag lot is 14 feet for the portion of the lot that serves as access. One "flag" driveway may access up to two (2) lots. Shared driveways serving non-flag lots may access up to five (5) lots provided that the driveway width is a minimum of 20'

**5.2.2 Residential Setbacks and Maximum Height**

Table 5-2-1

Zone	Required Setbacks <sup>1, 10</sup> and Maximum Heights <sup>5, 8, 9</sup>					Maximum Building Height
	Front Yard @ Street/Garage	Front Yard @ Common Green	Side Yard <sup>2,3</sup>	Side Yard @ Corner Lot <sup>4</sup>	Rear Yard	
AG	30	30	12	30	24	35
RA	20	20	12	20	12	35
R-1	20	20	12	20	12	35
R-4	10	10	5	10	12	35
R-4 <sup>11</sup>	3	0	12 Total <sup>12</sup>	6	10	45

Section 5 – Building Pad, Landscape and Sign Standards

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**Notes:**

1. Measured to property line.
2. Note that side yard Setback does not apply to common wall on townhome, duplex, other similar attached Dwelling Units or alternative lot configurations as provided in Subsection 5.2.6.
3. Use easements may be utilized for provision of private yards.
4. Setbacks at corner lots with buildings with wrap around porches may be reduced in half.
5. Maximum building height may be exceeded by 10' for distinctive architectural elements such as towers, cupolas and spires or other elements as approved by the City.
6. Table 5-2-1 does not apply to flag lots, see Section 5.2.5(F).
7. On at least one side of the building there shall be a 32' or lower accessible eave.
8. Access to escape and rescue windows shall be provided for in building design as required by the then-applicable City building code.
9. Buildings over 35' in height shall provide a minimum 7' by 12' permanent, useable staging area on at least one side of the building for fire access to the roof. The staging area shall be located adjacent to the accessible eave.
10. All Secondary Structure setbacks shall meet Coalville City Codes.
11. Standards Apply to all Alternate Lot Configurations within the R-4 Zone.
12. Total of both side yard setbacks must total at least 12'.

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

**5.2.3 Allowed Encroachments into Setbacks**

- A. When a primary egress window on the second floor of a building is directly above an encroachment on the first floor of the same building, such encroachment in that location within the 5' side yard Setback shall be limited to eighteen inches (18") measured horizontally from the outside wall of the foundation.
- B. Uncovered decks, patios, walkways, window wells and other minor structural elements less than 30- inches in height; and fences six (6) feet in height or less; are exempt from Setback requirements.
- C. Retaining walls and rockeries and other similar landscape features are allowed within Setbacks.
- D. Monument signs may be located within Setbacks.
- E. Encroachments shall only be allowed as long as a minimum thirty-inch-wide (30") access path at the ground level is maintained for emergency purposes. For example, decks may require stairs, or fences may require a gate.

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

**Section 5 – Building Pad, Landscape and Sign Standards**

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#### 5.2.4 Measurement of Setbacks

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

#### 5.2.5 Determining Residential Setbacks on Irregular Lots

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

- A. Front Setbacks: Front Setbacks shall be measured from the property line that abuts the street from which the lot is addressed or takes primary public access. For an alley loaded lot, the front Setback is measured from the lot line furthest from the alley.
- B. Rear Setbacks: In the case of an irregularly shaped lot, a line which is within the lot and parallel to and most distant from the front lot line shall be considered the rear lot line.
- C. Side Setbacks: All lot lines, which are not defined as front or rear lot lines, shall be considered side lot lines.
- D. Pie-Shaped Lots: Setbacks on pie-shaped lots shall be measured at the closest point between the proposed building and the angled lot line, perpendicular to that lot line.
- E. Cul-De-Sac Lots: Setbacks shall be taken from the nearest proposed foundation corner and measured perpendicular to the property lines.

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- F. Flag Lots: A flag lot is a lot so shaped that the building area (the “flag”) is not adjacent to the street or alley on which the lot fronts, and which includes an access strip (the “pole”) connecting the building area to the street or alley. Setbacks shall be applied at the enlarged area of the lot (“flag”), and all Setbacks shall be a minimum of five feet, except that one side of a two-story or taller building shall have a minimum 7’ Setback for fire access.

**5.2.6 Alternative Lot Configurations**

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

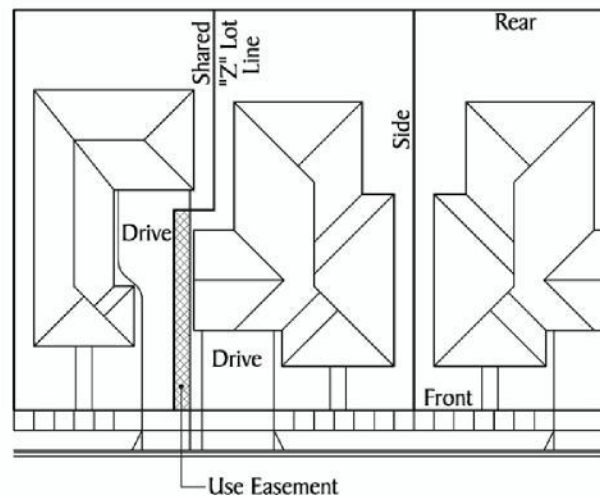
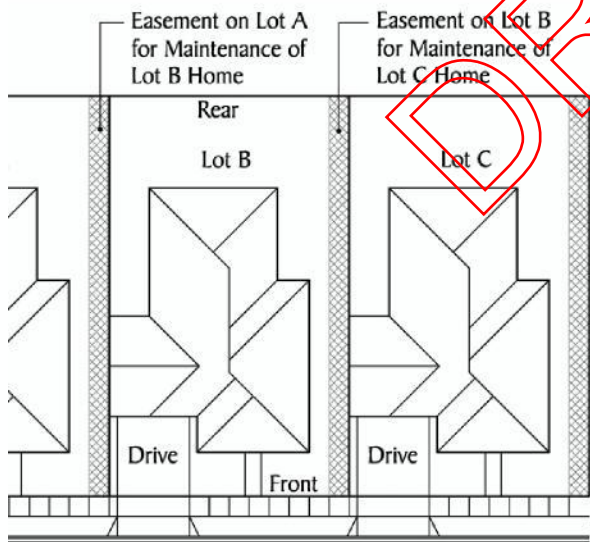
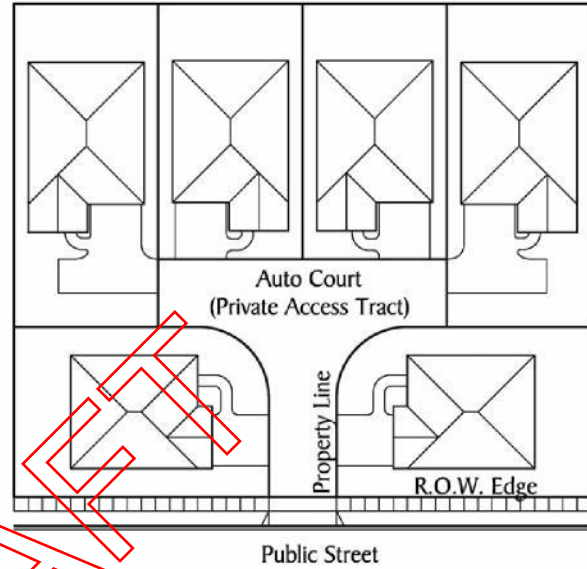
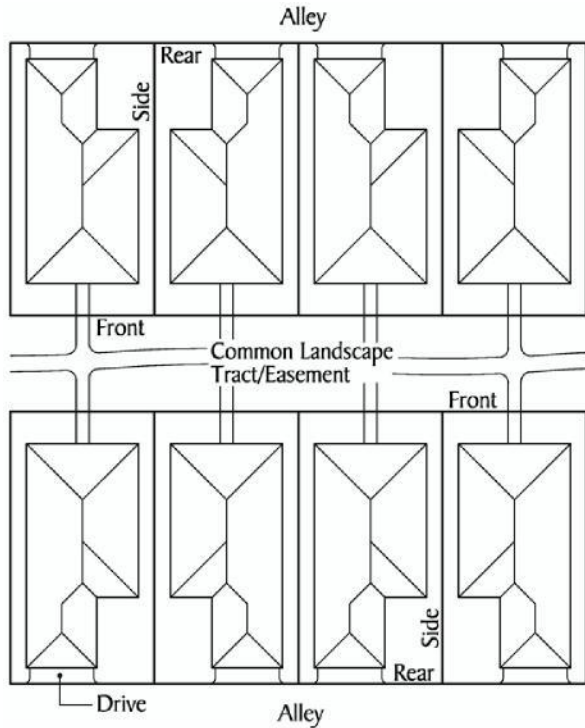
1. Common access easements/tracts configuration
2. Courtyard
3. Zero lot line development
4. “Z” lot configuration

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Common access easement/tract configuration

Courtyard



Zero lot line development

"Z" lot configuration

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

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

A. Setbacks for all Non-Residential uses or Open Space Development shall be consistent with the International Building Code (IBC), Wohali Design Guidelines and the MPD Zone standards within Table 5-2-1 and subject to review by the Design Review Committee as established in Section 12.3.

B. Non-Residential Building Height

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

<b>Zone</b>	<b>Max. Building Height</b>
Open Space	30'
AG	30'
RA	35'
R-1	35'
R-4	45'

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### 5.3 PARKING STANDARDS

The standards for parking facilities are intended to promote vehicular and pedestrian safety and efficient land use. The standards in this section match or are in addition to those set by the Code.

#### 5.3.1 Minimum Parking Requirements

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

##### A. Residential Uses within the MPD-L, MPD-M and MPD-H Categories

Residential uses within the Wohali MPD shall provide off-street parking spaces pursuant to the chart below. Guest parking for residential uses shall be satisfied by on street or shared lot parking with no specified number of spaces per Dwelling Unit.

<b>Zone</b>	<b>Use</b>	<b>Required Spaces Per Unit</b>
AG	Single Family	2
RA	Single Family	2
RA	Workforce Housing Multi Family	2
RA	Workforce Housing Dorm	1
RA	Accessory Dwelling Unit	1
R-1	Single Family	2
R-1	Accessory Dwelling Unit	1
R-4	Single Family	2
R-4	Multi Family	2
R-4	Alternative Lot Configuration	1
R-4	Accessory Dwelling Unit	1

##### B. –Non Residential uses within the Wohali Village Center

Pursuant to Condition of Approval No. \_\_\_ of the MPD Approval, Non-Residential use parking spaces shall be provided within the Wohali Village Center as follows. All other areas shall comply with the City's parking standards except that Parking spaces need not be provided on the same Development Parcel as the use and valet services and shuttles may be utilized for all uses within the Wohali Village.

1. Commercial, Restaurant, Office, Resort Support

Parking spaces shall be provided at a minimum ratio of 1 space per 500 square feet of floor area excluding mechanical areas and storage.

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2. **Nightly Rentals**

Nightly Rental uses shall be provided a minimum of 1 space per unit.

3. **Institutional Uses**

Institutional Uses shall provide the following minimum parking spaces unless a separate parking analysis for the specific use is provided to and approved by the City:

Religious facilities, community clubs, theaters, performing art centers and other similar facilities:  
(i) 1 space for every 4 fixed seats or 1 space for every 100 square feet of assembly space; plus (ii) 1 space for every 500 square feet of Office; and (iii) 1.75 spaces per classroom.

**C. Shared Parking Reductions**

Shared Parking Reductions may be allowed when uses or events can be shown to function at times that do not overlap with other uses also providing parking requirements. The Developer shall submit a shared parking study to the City for approval based on proposed uses. It is the intent to provide adequate parking but to maximize the efficiency of the parking within the project to the greatest extent possible.

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## **5.4 SIGNAGE STANDARDS**

### **5.4.1 Sign Standards Applicability**

All Phasing Projects within the Wohali MPD shall be subject to the definitions, standards, requirements and processes found within the City Sign Ordinance as well as the additional standards further detailed herein or the Developer may opt to provide a Comprehensive Sign Plan for the overall project detailing sign types, dimensions, lighting, etc.

### **5.4.2 Sign Permits Review Process**

Sign permits shall be reviewed pursuant to the City Sign Ordinance, the Wohali Comprehensive Sign Plan and Section 12 of this Agreement.

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

The Developer will create a Construction and Real Estate Sign Program that includes standards for the size, number, location and removal of construction and real estate signs within the Wohali MPD. This sign program shall at a minimum meet all requirements related to construction and real estate signs within the City Sign Ordinance, including the requirement to obtain a sign permit from the City and review and approval by the Design Review Committee. The Master Developer or Homeowners' Association (HOA) shall provide enforcement for signage on private property. The City shall enforce the standards within any public right-of-way.

### **5.4.4 Design Review Committee Review**

The Master Developer and/or Design Review Committee may require varied sign standards and limits than those contained in the City Sign Ordinance thru a Comprehensive Sign Plan.

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

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

**5.4.5 Neighborhood Identification Signs**

Neighborhood Identification Signs are allowed within the MPD pursuant to the processes and standards set forth within the City's Sign Ordinance or as approved as part of a Comprehensive Sign Plan.

**5.4.6 Sign Standard Variances**

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

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**5.5 LANDSCAPE STANDARDS****5.5.1 Applicability**

The provisions of this Section establish the landscape standards for the Wohali MPD, and shall apply to all Phasing Projects within the Wohali MPD except for detached Single Family residences, Accessory Dwelling Units, attached residential dwellings in buildings up to and including four (4) Dwelling Units, home occupations, Temporary Uses, accessory uses, Minor Utilities, and clearing and grading associated with these uses. All Phasing Projects, including those excepted above, are still subject to review by the Design Review Committee (except for Utility Permits) and to any applicable landscape proportion and percentage requirements of the Code.

**5.5.2 Review Process**

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

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### 5.5.6 Parking Lots

The purpose of Parking Lot landscaping is to soften the visual appearance, soften off-site views of Parking Lots, add shade and reinforce safe pedestrian access routes to buildings and connecting sidewalks. The Master Developer shall ensure that all permanent Parking Lots with 12 or more stalls comply with the following:

- A. Provide trees at a ratio of one tree to six stalls. Such trees may be located in planter islands or in landscape beds that intrude into the parking lot from the perimeter or as part of a landscape buffer directly adjacent to the parking lot; and
- B. The total of all interior landscaped areas shall be at least 10 percent of the total parking area (including parking, maneuvering and loading areas); and

### 5.5.7 Maintenance

- A. Consistent with the Code, to the extent necessary to remain healthy and attractive, the Master Developer shall ensure that all non-native landscaping shall be watered, weeded, pruned, freed of pests, and replaced as necessary. Shrubs near parking lots or driving lanes shall be pruned to prevent blockage of vision necessary for safe driving. Shrubs shall not be allowed to grow so as to reduce the width of public sidewalks or required pedestrian walkways.
- B. In addition, the Master Developer shall maintain (and bond or provide a bank letter of credit), for a period of two years from the date of installation, all common arealandscape improvements, as approved from time to time by the City and/or DRC in accordance with plans and specifications accompanying each Phasing Approval.
- C. Street Side Landscaping Specific Maintenance Requirements: the Master Developer or applicable Homeowners' Association shall maintain all public and private street side landscaping, unless otherwise agreed upon by the City and the Master Developer or applicable Homeowners' Association. In the event the Master Developer or applicable Homeowners' Association fails to maintain street-side landscaping within those streets that are public streets or roads, the City may enter into the property, repair or maintain the landscaping as the City determines in its reasonable discretion is necessary, and the costs of such maintenance shall be paid by the Master Developer or Homeowners' Association, as applicable.

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**5.5.8 Timing of Landscape Improvements**

- A. The required parking lot landscaping must be in place prior to issuance of a certificate of occupancy of the building or use for which the parking lot is required. Alternatively, a performance bond guaranteeing landscape installation within six (6) months of date of issuance of a certificate of occupancy may be provided by the Master Developer.
  
- B. Landscaping within rights-of-way or associated landscape tracts must be bonded for or in place prior to City acceptance of the right-of-way.

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## 6.0 INTERNAL STREET STANDARDS WITHIN THE WOHALI MPD

### 6.1 PURPOSE

Consistent with the transportation-related conditions of approval set forth in the MPD and, more specifically, Condition of Approval No. \_\_\_\_, this Section establishes standards for the design, configuration, maintenance and performance of all public and private streets within the Wohali MPD. These internal street standards are designed to foster the development of a street system respective of the topography of the site and promote a rural resort design theme throughout the Project.

### 6.2 APPLICABILITY

This Section is applicable to all streets, roadways, alleys, private drives and other vehicular accessways proposed within the MPD.. Specific land uses, site conditions, visibility limitations and sensitive areas may result in variations to the minimum street standards described in Subsection 6.3 of this Agreement and authorized by the MPD provisions of the Code. Such variations shall be reviewed and approved pursuant to the standards and processes set forth in Wohali MPD approval. Standards not defined in this Section shall be governed by the City's Street Standards. Adequate roadway capacity shall be provided by the Master Developer within the Project Site to provide reasonable access to all Development Parcels while also minimizing impervious surfaces and roadway impacts. The Developer has provided a preliminary traffic engineering service identifying anticipated development scenarios and traffic volumes/trip generation. This report identified that in all development scenarios the roadway service will function at an acceptable level of service, that the proposed two-lane roadway accessing the project (Wohali Way) should be sufficient to accommodate project traffic and the exiting Icy Springs Road bridge can accommodate an estimated 9,500 trips per day. The project is estimated to be maxed out at 6,000 trips per day.

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Unless an alternative, which is supported by a traffic impact analysis report, is proposed by the Master Developer, the number of trips shall be multiplied by the appropriate number of units to determine the access that must be provided to serve each area of the Project Site. (Note, additional roads might be required for emergency services purposes). Categories not listed above shall be based on the appropriate and applicable ITE trip generation rates as approved by the Designated City Official in his/her reasonable discretion. The Designated Official may require the use of a traffic model as part of review of any Phasing Project to evaluate the performance of intersections and roadways within the Wohali MPD. Parameters for the use of a traffic model to evaluate impacts outside the Project Site are set forth elsewhere in this Agreement.

### **6.3 STREET DESIGN**

As authorized by Condition of Approval No. \_\_\_\_ of the MPD Approval, street alignment for The Wohali MPD shall be as shown on the MPD Roadway Plan (Exhibit "H") provided, however, that the Designated City Official may approve road alignment(s) that differ from that shown on Exhibit "H" where necessary to meet the Coalville City Engineering Design and Construction Standards or to respond to project adjustments as required per site specific conditions as allowed.

As authorized by Condition of Approval No. \_\_\_\_ of the MPD Approval, all public and private street sections for all street types within the Wohali MPD are set by this Agreement within Exhibit "I".

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The Master Developer will provide each required element on all streets and roadways as indicated within Exhibit "I".

The City may approve alternate road sections that vary from Exhibit "I" as part of a Phasing Project, to respond to specific site characteristics and design constraints. Examples of variations that may be considered by the City include but are not limited to:

- Design speeds
- Road grades and slopes
- Curb return radius
- Lane geometry (cross-slope, crowns, inverted crowns, etc.)
- Curb types and locations
- Materials and surfacing requirements
- Road section standards
- Provisions for alternate access via private streets when minimum fire access is provided
- Traffic calming measures

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- Removal of planter strips – Planter strips may be reduced or eliminated within or adjacent to a critical sensitive land area or buffer or along the side of a street that is adjacent to an Open Space area.
- Avoidance of sensitive area impacts.

All streets shall provide at least the minimum fire access required by the then applicable City building code and Fire District.

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## **6.4 STREET CONNECTIVITY**

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

The street layout for a proposed Phasing Project shall include connections to all existing roadway connections to abutting parcels adjacent to the Wohali MPD as shown on the Roadway Plan (Exhibit "H"). Connections to existing public roadway to the south are required to provide seasonal emergency service accesses. As required by Condition of Approval No. \_\_\_ of the MPD Approval, no Phasing Project shall be occupied prior to completion of the Main Connector roadway (Wohali Way) to its intersection with Icy Springs Road and an alternative secondary access is provided.

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

The connection points on the Roadway Plan (Exhibit "H") and Public Trails Plan (Exhibit L") are approximate. The actual design and location of connection points will be determined at the preliminary plat or final engineering stage of Phasing Projects by the Master Developer and the City.

### **6.4.3 Primary Project Access**

The design of the primary project access (Wohali Way) is to extend from the Weber River Bridge to the MPD Property as shown on the Roadway Plan (Exhibit "H") . Pursuant to Condition of Approval No. \_\_\_ of the MPD Approval, the preliminary design and alignment of Wohali Way shall be completed by the Master Developer prior to the City's approval of a residential building permit for Dwelling Units of the Wohali MPD. The required Wohali Way improvements shall be constructed by the Master Developer and open for traffic prior to the City's approval of a residential building permit for the Wohali MPD.

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## **6.5 OWNERSHIP AND MAINTENANCE**

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

Pursuant to Condition of Approval No. \_\_\_ of the MPD Approval, all private street rights-of-way will be owned and maintained by the Master Developer or Homeowners' Association, except for public roads which include Wohali Way, Village View Drive and Icy Springs Road. Maintenance of landscape tracts and planting strips associated with streets within the MPD will be provided by the Homeowners' Association or subset thereof pursuant to the provisions of [Subsection 5.5.7](#) of this Agreement. Provided, however, requirements of this Subsection may be superseded by [Subsection 13.6](#) of this Agreement.

### **B. Maintenance of Private Street(s).**

Master Developer agrees to maintain all private streets, roadways, alleys and private driveways serving the project as constructed in accordance with each approved Phasing Project as well as provide snow removal services for all Public Streets serving as accesses to and thru the project. The Master Developer, in its sole discretion, may elect to transfer the private street maintenance obligation to a Homeowners' Association or other acceptable entity. The Master Developer's failure to adequately maintain private streets in accordance with this Agreement will result in written notice from the City to the Master Developer requiring compliance. If a private street is not maintained in a manner adequate to maintain safe passage, in the reasonable determination of the Designated City Official 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 the Master Developer. In the event of an emergency, the applicable notice period shall be reduced to twenty-four (24) hours and the City may provide notice via a phone call to the Master Developer's designated representative. Pursuant to Condition of Approval No. \_\_\_ of the MPD Approval, if the Master Developer fails to perform such maintenance as required herein and, as a result, the City performs such required maintenance, the City's total costs arising from its performance of the maintenance shall be paid by the Master Developer or Homeowners' Association, as applicable within thirty (30) days of the date of invoicing by the City. Any costs not paid within thirty (30) days of invoicing by the City shall be delinquent, shall have added to them a penalty of ten (10) percent plus interest accruing at the rate of twelve (18) percent per annum from the date of delinquency until paid. Delinquent costs, penalties added thereto and the interest on such costs and penalties shall be a lien against all property within the Phasing Project in which the private street, alley or roadway is located, and

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said lien may be foreclosed in the same manner provided for the foreclosure of liens for unpaid sewer rates and charges set forth in Ordinance No. \_\_\_\_\_, as amended. The following note language shall be added to the face of each recorded plat or binding site plan:

*In the event the Owners' Association / Homeowners' Association fails to perform any maintenance of private street, alley, or roadway as required by Section 6.5 of the Wohali MPD Development Agreement recorded under recording No. \_\_\_\_\_ and, as a result, Coalville City performs said required maintenance, the lot owners of the [plat/binding site plan] acknowledge and agree on behalf of themselves and all successors and assigns that, if not paid within thirty (30) days of invoicing by the City, the City's total cost arising from the City's performance of said required private street maintenance plus any penalties and interest thereon as provided by the Wohali MPD Development Agreement shall be a lien against all property, including individual lots, within this [plat/binding site plan], and said lien may be foreclosed in the same manner provided for the foreclosure of liens for unpaid sewer rates and charges set forth in Ordinance No. \_\_\_\_\_ as amended.*

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**7.0 WATER, SEWER AND STORMWATER UTILITY STANDARDS****7.1 GENERAL REQUIREMENTS****7.1.1 Regional Facilities**

Regional Facilities are necessary for Development to occur on the Project Site. The Master Developer shall design and construct any required upgrades to the Regional Facilities that are necessary to serve the Phasing Projects, consistent with the City's adopted level of service, or as otherwise specified by the MPD Approval and this agreement.

**7.1.2 Project-Level Facilities**

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

**7.1.3 Location and Type of Facilities Approximate**

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

**7.1.4 Bonding for Improvements**

The Master Developer may defer improvements so long as the completion of the work is guaranteed by a performance/payment bond or other financial guarantee and is not required by permit conditions or necessary for utility service or safety conditions of the public. Consistent with the Code, as amended, the bond, or other financial guarantee, must be in a form acceptable to the City in an amount equal to one hundred twenty percent (120%) of the estimated construction cost of all the uncompleted work. The City Engineer shall review Master Developer's estimate of the cost of the improvements, identified in an approved set of civil construction drawings,

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guaranteeing the actual construction and installation of such improvements and payment for such improvements within a time frame to be set by the City Engineer consistent with this Section. The construction estimate (for bond calculation purposes) shall include 15% for soft costs and 10% for administrative costs.

**7.1.5 Inspection and Acceptance of Improvements**

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

**7.1.6 Release of Bond or Financial Guarantee**

The City shall make a reasonable effort to fully release original bond or financial guarantee amounts within fourteen (14) Days of City Council acceptance of the improvements according to the Coalville City Engineering Standards and Construction Specifications.

Original bond or financial guarantee amounts may be reduced at the reasonable discretion of the Designated City, Official. Financial guarantees will be fully released only after final acceptance of the subject improvements by the City Council.

**7.1.7 Ownership**

All water, sewer, irrigation and stormwater facilities within public and private rights-of-way or public and private easements will become part of the City's system upon acceptance by the City Council pursuant to the Coalville City Engineering Standards and Construction Specifications. Some facilities within the right-of-way may be privately owned and operated as long as the entity that owns and operates the facilities has a valid franchise agreement with the City.

**7.1.8 Deviation Review Criteria**

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

**7.1.9 Capital Facilities Charges**

Pursuant to Ordinance No(s). \_\_\_\_\_, the purpose of the City's water and sewer connection and impact fees (the "Capital Facilities Charges") is to collect funds to assure new users pay an equitable share of the City's water and sewer service capacity and facilities. Therefore, the City shall collect applicable Capital Facilities Charges for Phasing Project and Building Permit approvals sought for the Wohali MPD. (Is this fee structure established or does it get added here?)

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## **7.2 WATER SYSTEM STANDARDS**

### **7.2.1 Water Availability**

The Master Developer controls property with the rights to approximately \_\_\_\_\_ gallons of water per day (“GPD”). This is determined through \_\_\_\_\_ Water Shares or Water Right Lease Agreement with Weber Basin Water Conservancy District, dated \_\_\_\_\_.

Any Phasing Project application process that calls for a certificate of water availability shall be satisfied by reference to this Agreement. Improvements necessary to provide water service to each Phasing Project must be provided by the Master Developer consistent with this Agreement. Connections are allowed up to the point of existing capacity as arranged for in the Water Dedication Agreement dated \_\_\_\_\_. If there are insufficient facilities or capacity to serve some or all of a proposed Phasing Project, then the City may require the Master Developer to obtain such additional water supply capacity and/or design and construct new wells, new water mains, upgrades to existing mains, pumps, a reservoir, pressure reducing valves or such other facilities necessary to serve the Phasing Project.

### **7.2.2 Water System Design and Construction**

- A. All water system facilities (on and off-site) required for service to the Wohali MPD shall be designed and constructed by the Master Developer, in accordance with The Wohali Utility Plan, and the Coalville City Engineering Standards and Construction Specifications and will become part of the City’s system upon acceptance by the City Council.
- B. Fire flows, hydrant locations and distribution must comply with the then applicable Uniform Building Code and North Summit Fire District requirements.
- C. Pursuant to the Uniform Building Code and North Summit Fire District requirements, sufficient quantity and duration of fire flows shall be available prior to the start of any combustible construction. Such requirements apply to the areas actually under construction; areas under construction but without structures are not required to have fire flows until combustible construction begins.

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**7.2.3 Water Connection Fees**

Phasing Projects and Building Permit approvals within the Wohali MPD shall be required to pay the City's applicable water connection and impact fees (the "Capital Facilities Charges").

**7.2.4 Regional Water Facilities**

The Wohali Water Utility Plan (Figure 7.2) provides one alternative for the general location of on and off-site water mains, pressure reducing valves, and pump station(s) to be Constructed by the Master Developer. Water from existing City facilities will be delivered to the Project Site using gravity flow, pump station(s), or water tank(s) to serve the appropriate pressure zone.

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

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**Wohali Master Planned Development  
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**7.3.1 Sewer Availability**

This Agreement provides sewer availability to service 570 Dwelling and 130 Nightly Rental Units on the Wohali MPD as well as \_\_\_\_ a maximum of 220,800 square feet of Non-Residential . Any Phasing Project application process that calls for a certificate of sewer availability shall be satisfied by reference to this Agreement.

**7.3.2 Sewer Design and Construction Standards**

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

**7.3.3 Connection to City Sewer**

Pursuant to Section 7.1.9 above, Phasing Projects and Building Permit approvals within the Wohali MPD shall be required to pay the City's applicable sewer connection and impact fees (the "Capital Facilities Charges").

**7.3.4 Regional Sewer Facilities**

The Wohali MPD Sewer Utility Plan (Exhibit "R") shows the general location of the proposed sewer collection system, force mains and up to \_\_\_\_ (\_\_\_) new pump stations that will pump wastewater to a City designated discharge location. Approximate facility locations are shown on (Exhibit "R"), final locations are subject to City review and approval.

## **7.4 STORMWATER MANAGEMENT STANDARDS**

### **7.4.1 Stormwater Facilities Availability**

Stormwater facilities must be provided consistent with the Coalville City Engineering Standards and Construction Specifications and further detailed in Section 7.4. When constructing a Phasing Project, the Master Developer (and successors-in-interest) must comply with both the stormwater standards applicable to all zones for all Phases (see Section 7.4.4.A), as well as the specific stormwater standards applicable to the stormwater zone in which the Phasing Project is located.

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

### **7.4.2 Stormwater Facilities**

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

Facilities to serve the entire Villages MPD have been planned and approximate locations determined (see Stormwater Utility Plan, Figure 7.4). The Master Developer shall be required to obtain all necessary permits from Coalville City for construction, including any necessary approval or agreement authorizing the City to perform necessary maintenance of storm water ponds or detention basins. The Master Developer shall submit engineering plans to the City for approval.

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Pursuant to Condition of Approval No. \_\_\_\_ of the MPD Approval, alternate means of achieving stormwater service within the MPD may be authorized through a Utility Permit, including deviations from stormwater facilities listed in the Stormwater Utility Plan, when justified by a technical analysis, risk assessment.

**7.4.3 Stormwater Management Goals**

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

- A. Prevent impacts to the Icy Springs Water Source Protection Zone by assuring no net increase in phosphorus or other contaminants occurs associated with the MPD development within the protection zone. No net increase can be accomplished by on-site or off-site source or mechanical controls, control of phosphorus from golf courses, or other methods approved by the City.
- B. Pursuant to the Icy Springs Drinking Water Source Protection Plan Update, dated December 2017, maintain surface water and groundwater quality and quantities.
- C. Recharge groundwater with stormwater infiltrated using Low Impact Development techniques and infiltration facilities.
- D. Utilize clean roof run-off to recharge wetlands, streams and groundwater to the greatest extent feasible.
- E. Provide a menu of stormwater treatment options ranging from ponds to rain gardens.

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- F. Minimize impacts to Echo Reservoir water levels by ensuring that the volume of stormwater infiltrated into the shallow outwash upgradient of Echo Reservoir is approximately the same as that which infiltrates under predeveloped conditions
- G. Avoid impacts to steep slopes by routing excess stormwater away from slopes to a stormwater management facility.
- H. Pursuant to Condition of Approval No. \_\_\_ of the MPD Approval, provide a proactive, responsive temporary erosion and sediment control plan to prevent erosion and sediment transport and protect receiving waters during the construction Phase.
- I. Construct a stormwater system that does not burden the City with excessive maintenance costs.
- J. Pursuant to Condition of Approval No. \_\_\_ of the MPD Approval, maintain a stormwater system that allows for adaptive management of detention and discharge rates and allows for redirection of stormwater overflows when environmental advantages become apparent.

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**7.4.4 Stormwater Management Design Standards**

The Wohali MPD has been divided into stormwater management zones shown on the Stormwater Plan (Exhibit "S"). Developable area, areas of impervious and pervious surface, area of rooftops, the amount of stormwater that can be infiltrated into the shallow outwash must be determined for ultimate stormwater balance calculations. Water balance calculations will need to be performed based on actual developed conditions to ensure water balance goals are met.

Individual Phasing Projects shall meet the overall requirements set forth in Subsection 7.4.4(A) and shall provide calculations of the amount of stormwater discharged. The Master Developer shall maintain a running tally and will manage the water balance requirements for each stormwater zone to ensure that the water balance goals are met.

**A. Standards Applicable to All Stormwater Zones for All Phases:**

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

## **8.0 SENSITIVE LAND AREAS STANDARDS**

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

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

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

Consistent with the Sensitive Land Areas Ordinance, at the time of construction, sensitive areas and their established buffers or boundaries shall be clearly identified and marked in the field with the exception of steep slopes.

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

The presence and absence of wetlands, drainageways, and delineations, consistent with the Sensitive Lands Areas Ordinance, are shown on the Sensitive Lands Maps attached hereto as Exhibits "J" and "K". The wetland/drainageway delineations outlined in the Sensitive Lands Maps are deemed final and complete through the term of this Agreement. However, pursuant to Condition of Approval No. \_\_\_ of the MPD Approval, if during the phasing preliminary plan review process, it is discovered that the actual boundary is smaller or larger than what was mapped, the actual boundary shall prevail.

#### **8.2.2 Wildlife Habitat Areas Final**

The presence and typing of Wildlife Habitat Areas within the Wohali MPD are described in the Wildlife Study and shown on the accompanying mapping within Exhibit "T". These Wildlife Habitat Areas, types and buffers are deemed final and complete through the term of this Agreement. However, pursuant to Condition of Approval No. \_\_\_ of the MPD Approval, if during the phasing preliminary plan review process, it is discovered that the actual boundary is smaller or larger, than what was mapped, the actual boundary shall prevail.

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**8.2.3 Steep Slope/Ridgeline Areas**

Steep Slope/Ridgeline areas for the Wohali MPD were evaluated and are shown on the Sensitive Land Maps (Exhibits “J” and “K”). These steep slope/ridgeline areas for the Wohali MPD are deemed final and complete through the term of this Agreement. However, pursuant to Condition of Approval No. \_\_\_\_ of the MPD Approval, if during the phasing preliminary plan review process, it is discovered that the actual boundary is smaller or larger than what was mapped, the actual boundary shall prevail.

**8.2.4 Vegetation Areas**

Vegetation areas and types for the Wohali MPD were evaluated and are shown on the Sensitive Lands Map (Exhibit “K”). The vegetation areas and types for the Wohali MPD are deemed final and complete through the term of this Agreement. However, pursuant to Condition of Approval No. \_\_\_\_ of the MPD Approval, if during the phasing preliminary plan review process, it is discovered that the actual boundaries are smaller or larger than what was mapped, the actual boundary shall prevail.

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

The icy Springs Water Source Protection Zone Boundary within the Wohali MPD was evaluated according to the Coalville Source Protection Plan Update, dated December 2017, and is shown on the Sensitive Lands Map (Exhibit “J”). The source protection zone boundary for the Wohali MPD is deemed final and complete through the term of this Agreement. However, pursuant to Condition of Approval No. \_\_\_\_ of the MPD Approval, if during the phasing preliminary plan review process, it is discovered that the actual boundary is different than what was mapped, the actual boundary shall prevail.



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## 9.0 OPEN SPACE AND TRAIL STANDARDS

### 9.1 OVERALL OPEN SPACE REQUIREMENT

Pursuant to the MPD Approval, the Wohali MPD is required to provide at least 1,006.96 acres of total Open Space. As shown on the Open Space Plan in Exhibit “N” \_Open Space will consist of primary open space (open space outside of development parcels) and secondary open space (open space within development lots that is not disturbed or fenced). The open space calculations for the Wohali MPD including primary and secondary open space are shown in the following table:

**Table 9-1 Open Space Calculations**

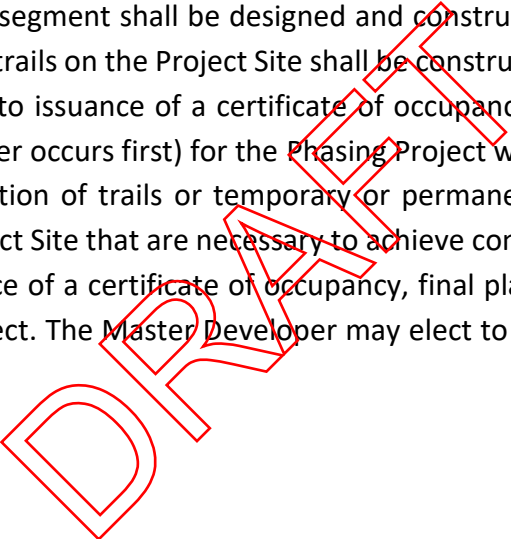
	Gross Acres	Total Percentage of MPD
Wohali MPD	1525.70	100%
*Primary Open Space	747.16	49.0%
Secondary Open Space	259.80	___17.0%___
<b>Total Open Space</b>	<b>1,006.96</b>	_____

\*Primary open space includes golf course land areas

## **9.2 TRAILS PLAN**

The approximate location and type of Public Trails to be provided by the Master Developer are shown on the Public Trails Plan (Exhibit “L”). The Master Developer shall design and construct the Trails shown on the Public Trails Plan (Exhibit “L”). 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. Trails will be defined through Phasing Project Approvals.

Pursuant to Condition of Approval No. \_\_\_ of the MPD Approval, any trail construction necessary to complete the Public Trails Plan (Exhibit “L”) shall be done on a Phasing Project by Phasing Project basis. If any Phasing Project contains a trail segment shown on the Public Trails Plan (Exhibit “L”), then such trail segment shall be designed and constructed up to the boundaries of such Phasing Project. Thus, trails on the Project Site shall be constructed, bonded or insured with a certificate of credit prior to issuance of a certificate of occupancy, final site plan approval or final plat approval (whichever occurs first) for the Phasing Project within which the trail segment is to be built. The construction of trails or temporary or permanent trailhead parking located outside of the Phasing Project Site that are necessary to achieve connectivity may be required by the City prior to the issuance of a certificate of occupancy, final plat approval, or final site plan approval for a Phasing Project. The Master Developer may elect to build trails in advance of the triggers described herein.



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## **9.2 TRAIL STANDARDS**

The following criteria shall apply to the construction of trails set forth in this Agreement in addition to, and consistent with, the trail standards set forth in the Code and Coalville City Engineering Standards and Construction Specifications:

**9.2.1** Trails shall be built to the standards set forth below.

A. Hiking/Walking and Biking Trail Standards outside Wohali Village

1. Width – 4-6 feet
2. Surface – Native earth, Crushed stone or other similar material

B. Multi-Use Trail Standards within Wohali Village

1. Width – 4-12 feet
  2. Surface – Asphalt or Concrete Pavement, pavers, stone, crushed stone or other similar material appropriate for the trail location and trail use.
- 9.2.2** Trails shall be designed to minimize construction impacts to wetlands, streams and other associated Sensitive Land Areas.

**9.2.3** The following amenities may be included within trail corridors subject to mutual agreement between the Master Developer and the City: rest stops, sculpture and other art, pedestrian lighting, exercise stations, picnic tables, benches, pet potty stations, interpretive areas, Pocket Parks/tot-lots, drinking fountains, restrooms, and covered sheds, and other similar amenities.

## **9.3 OWNERSHIP AND MAINTENANCE**

### **9.3.1 Primary Open Space and Sensitive Land Areas**

Pursuant to Condition of Approval No. \_\_\_\_ of the MPD Approval, ownership and maintenance of open space and sensitive land areas shall be held in undivided ownership by all lots within the Wohali MPD, the homeowners' association (HOA) or Master Developer. Open space may also be protected with conservation easements or conveyed to a non-profit land trust.

**9.3.2 Secondary Open Space**

All secondary open space will be owned and maintained by the associated lot owners, the homeowners' association (HOA) or Master Developer.

**9.3.3 Trails**

All trails will be owned and maintained by the homeowners' association (HOA) or Master Developer pursuant to the provisions of Subsection 5.5.7 of this Agreement.

**9.3.4 Public Access**

Pursuant to Condition of Approval No. \_\_\_ of the MPD Approval, public access is authorized to all public designated trails.

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## 10.0 DETERMINATIONS, AMENDMENTS & EXPANSION PARCEL REVIEW PROCESS

### 10.1 RESERVED

### 10.2 APPLICABILITY

This Section applies to requests to clarify the requirements or meaning of this Agreement by the City, the Master Developer, or the Master Developer Transferee; the addition of any Expansion Parcels, and to proposed changes (“Amendments”) to the provisions contained within the MPD Approval or this Agreement.

### 10.3 DETERMINATIONS

Any dispute between the Master Developer (or the Master Developer Transferee) and the City over the terms of this Agreement shall be resolved first by the Designated City Official. The Designated City Official shall decide in writing within fourteen (14) days of receiving a written request for clarification of this Agreement. The Designated City Official’s written decision may be appealed by the Master Developer to the City Council within ten (10) Days. The City Council shall hold a hearing on the appeal within thirty (30) Days following the date upon which the request for an appeal to the City Council is filed.

#### 10.3.1 Determination of Use Category

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

## **10.4 AMENDMENTS**

### **10.4.1 Amendments to the MPD Permit Approval**

An Amendment to the Wohali MPD Approval may be requested by the Master Developer or Master Developer Transferee pursuant to the standards adopted in the MPD provisions of the Code and as further described herein. The processes for reviewing Major and Minor Amendments to the MPD Approval are outlined in Subsection 12.8.14 of this Agreement.

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

An Amendment to this Agreement may be requested by either the Master Developer or the City pursuant to the standards outlined herein. Amendments to this Agreement that materially modify the intent and policy of this Agreement shall be considered “Major” and shall be reviewed by the same procedures applicable to a new MPD request. Amendments that do not materially modify the intent and policy of this Agreement shall be considered “Minor” and may be approved by the City Council. The final determination regarding whether an Amendment to this Agreement is Minor or Major shall rest with the Designated City Official, subject to appeal to the City Council.

## **10.5 EXPANSION PARCELS**

The Master Developer may acquire and add certain Expansion Parcels to the MPD requiring either a Minor or Major Amendment of the MPD Permit Approval and additional review in accordance with the MPD provisions of the Code.

### **10.5.1 Expansion Parcel Review Process**

Pursuant to Conditions of Approval No. \_\_\_\_ of the MPD Permit Approval, any or all of any Expansion Parcels may be developed during the Build-Out Period subject to the following process and requirements:



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- A. Written notice (“Expansion Proposal”) is provided to the City by the Master Developer of its intention to develop the Expansion Parcel(s); and
- B. The Master Developer must have ownership or control of the Expansion Parcel(s) or the Master Developer and the owner(s) of the Expansion Parcel must agree that the Expansion Parcel will be subject to the requirements of the MPD Permit Approval and this Agreement; and
- C. The Expansion Proposal from the Master Developer shall include the location of proposed uses and Open Space on the Expansion Parcel(s); a conceptual roadway plan showing the location of any proposed roadways on the Expansion Parcel(s); and conceptual water, sewer and stormwater plans of the Expansion Parcel(s); and
- D. The Expansion Proposal complies with the requirements of the Sensitive Lands provisions of the Code.
- E. The Expansion Proposal shall be reviewed using the process and procedures for either a Minor or Major Amendment to the MPD Approval pursuant to the MPD provisions of the Code.
- F. The Master Developer shall provide the following:
- i. An updated Exhibit “E” which shall show the uses (including density) for the Expansion Parcels to be included; and
  - ii. An updated Phasing Plan as provided in Exhibit “F” which shall either amend existing Phases or propose additional Phases for the Expansion Parcels. In addition to updating the exhibit, appropriate revisions to Section 11 of this Agreement shall be provided; and

**Section 10 – Determinations, Amendments & Expansion Parcel Review**

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- iii. Updated or new Sensitive Lands Analysis maps showing constrained areas pursuant to the City's Sensitive Areas Ordinance; and
- iv. Any necessary Updated Figures in Sections 7 and 9 of this Agreement.

**10.5.2 The Impact of the Addition of Expansion Parcels to the Vested Status of the MPD Approval**

The addition of one or more Expansion Parcels to the Project Site shall have no effect on the vested status of the Wohali MPD Approval.

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## **11.0 PROJECT PHASING**

### **11.1 MPD PHASING PLAN APPROVED**

Per Condition of Approval No \_\_\_ of the MPD Approval, the MPD Phasing Plan contained in MPD Phase I Preliminary Plan Application, and attached hereto as Exhibit F, was approved by the City Council.

As noted on the approved MPD Phasing Plan (Exhibit F), the MPD Phasing Plan is “subject to change” and is only “an estimate of the development improvements and timing that will be needed for the project. It may change as a result of final mitigation resulting from the MPD Conditions of Approval Nos. \_\_\_\_, \_\_\_\_, \_\_\_\_ of the MPD Approval. Alternative or functionally equivalent roads, water, sewer, and stormwater systems or other infrastructure improvements may be approved by City based on existing conditions (including market demand and City infrastructure) and current technology. The City and Master Developer have agreed to the infrastructure improvements listed in the tables included in this Section 11.

### **11.2 PHASING OF IMPROVEMENTS**

This Section describes the phasing and timing of infrastructure within and outside of Wohali MPD. However, the approved MPD Phasing Plan is not intended to be absolute and represents likely phases based on current market conditions and infrastructure phasing. 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 MPD is dependent on the infrastructure built in preceding phases.

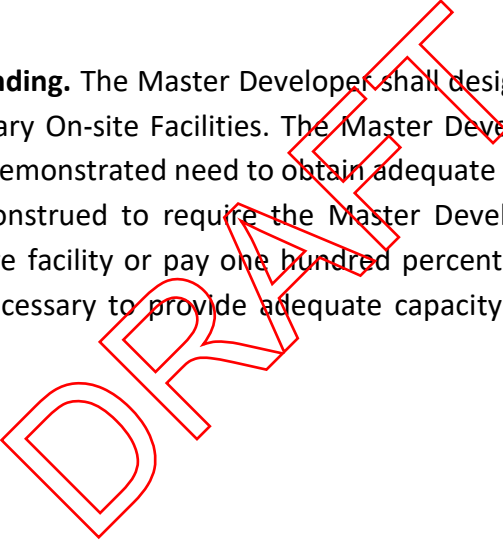
Phases may ultimately be built simultaneously. Accordingly, infrastructure and timing of Development different from the MPD Phasing Plan (Exhibit “F”) may be proposed by the Master Developer, without an amendment to the MPD Approval or this Agreement, based on the needs and timing of specific Phasing Projects and technological advancements.

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**11.3 PHASING AND CONSTRUCTION OF ON-SITE INFRASTRUCTURE IMPROVEMENTS (FACILITIES)**

**A. Phasing.** On-Site Facilities are Facilities located within the Project Site of the Wohali MPD. The capacity of the roadway, water, sewer, and stormwater systems serving a specific Phasing Project proposal shall be evaluated during the development review process for that Phasing Project. Phasing Approvals are allowed up to the point of existing capacity. If, based on a Phasing Project specific evaluation, there are insufficient infrastructure facilities or capacity to serve some or all the specific Phasing Project, infrastructure improvements necessary to provide adequate capacity shall be required as a condition of that project. Timing, design, and necessity of such infrastructure improvements must be consistent with provisions of Sections 6 and 7 of this Agreement.

**B. Construction and Funding.** The Master Developer shall design and Construct (or cause to be Constructed) all necessary On-site Facilities. The Master Developer may elect to construct certain facilities prior to a demonstrated need to obtain adequate capacity. However, nothing in this Section 11 shall be construed to require the Master Developer of the Wohali MPD to Construct any infrastructure facility or pay one hundred percent (100%) of any infrastructure facility cost, which is unnecessary to provide adequate capacity for a Phasing Project of the Wohali MPD.



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#### 11.4 PHASING AND CONSTRUCTION OF OFF-SITE INFRASTRUCTURE IMPROVEMENTS (FACILITIES)

**A. Phasing.** Off-Site Facilities are Facilities that are located outside the Project Site and the boundaries of the Wohali MPD. Off-Site Facilities necessary to serve the Wohali MPD are described in Table 11-4.

Since the Off-Site Facilities necessary to serve the Wohali MPD at the end of the Build-Out Period are substantially more than will be needed to serve the Wohali MPD during its initial Phases, construction of off-site Facilities is tied to thresholds that trigger construction or upgrade of the infrastructure facilities as described in the following table.

Pursuant to Condition of Approval No. \_\_\_\_, prior to construction on the first Phasing Project of the MPD, a more detailed implementation schedule for any required construction or upgrades of off-site infrastructure improvements supporting Phase One and all other subsequent 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 Phasing Projects as they occur.

**B. Construction and Funding.** The Master Developer shall design and construct (or cause to be constructed) the off-site Facilities identified in Table 11-4. The Wohali MPD may elect to construct or upgrade certain Off-Site Facilities prior to a demonstrated need to obtain adequate capacity. However, nothing in this Section 11 shall be construed to require the Master Developer to construct or upgrade any Off-Site Facility or pay one hundred percent (100%) of any infrastructure facility cost, which is unnecessary to provide adequate capacity for a Phasing Project of the Wohali MPD.

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### **11.5 OFF-SITE PEDESTRIAN AND BIKING PATHWAY**

Pursuant to Condition of Approval No. \_\_\_ of the MPD Approval and prior to issuance of a building permit for the Wohali MPD, the Master Developer shall provide and construct a connecting pathway for public pedestrian and biking access along the main entry road (Wohali Way). The pathway connection shall be six (6) feet in width along one side of the road starting from the Weber River bridge and continue along the roadway to the temporary trailhead of the public loop trail or to a portion of the public loop trail that accesses the temporary trailhead.

### **11.6 PHASING OF DEVELOPMENT TRACKING**

- A. On-Site and Off-Site Facilities.** The sequencing of Phasing Project Approvals, construction completeness, and City acceptance of on-site and off-site facilities shall be confirmed by the Designated City Official, who shall make a finding within each staff report for proposed preliminary plans or binding site plans within the Wohali MPD. The finding shall confirm whether required infrastructure and amenities have been scheduled to meet the demands of the future occupants of that specific Phasing Plan or binding site plan.
- B. Open Space Protection.** Pursuant to Condition of Approval No. \_\_\_, the details of Open Space protection and dedication shall also be identified with each Phasing Project during the final plan or site plan review and approval process.
- C. Workforce Housing.** Targets for workforce housing in each Phase of the Wohali MPD are shown in Table 4-8. These are only targets, not requirements. Pursuant to Condition of Approval No. \_\_\_ of the MPD Approval, after each Phase of the Wohali MPD is completed, the Master Developer shall prepare an analysis of Workforce housing required for the development to-date and submit to the City for review and acceptance. For purposes of this Agreement, Workforce Housing shall be deemed “workforce housing” if the median income limits as determined by



the City are satisfied. That analysis may be used to set specifications for Workforce Housing in any on-going or future Phase of the Wohali MPD. (Need to review this section)

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**12.0 DEVELOPMENT REVIEW PROCESS****12.1 PURPOSE**

This Section is consistent with the requirements of Condition of Approval No. \_\_\_ of the MPD Permit Approval.

**12.2 APPLICABILITY**

This Section applies to all Phasing Projects within The Wohali MPD.

**12.3 DESIGN REVIEW COMMITTEE**

A Design Review Committee (DRC) shall be established by the Master Developer. The DRC shall ensure that Phasing Projects within the Phasing MPD are consistent with the MPD Project Specific Design Standards and Guidelines as applicable and shall have sole responsibility for ensuring compliance with the DRC Design Guidelines. Except for Utility Permits, all Phasing Project applications, including any formal modifications to Phasing Approvals and ADU applications, must be reviewed by the DRC before the application or formal modification is submitted to the City. All Phasing Project applications (except for Utility Permits) must be accompanied by written documentation of DRC approval at the time of submittal to the City. In the event of a conflict, City review requirements supersede those of the DRC. A Phasing Project application submitted without written documentation of DRC approval is not complete and will be rejected by the City.

**12.4 BUILDING ENVELOPE REVIEW PROCESS**

The Wohali DRC will provide individual Lot Feature Maps for each Single-Family Lot within Wohali (See Exhibit "O" for a sample Lot Feature Map). These Lot Feature Maps will identify building setbacks as required for each Lot for the Coalville City zone within which the Lot is located and as detailed on Table 5-2-1 of this agreement. In addition, each Lot feature map will identify a more restricted and defined Building Pad for each lot that all vertical construction must be kept within. This building pad will help ensure that the areas outside of the defined building pad will remain unbuilt and generally undisturbed providing for secondary open spaces for the project. The building pads shown on the Lot Feature Maps are not part of a recorded plat and may be adjusted as allowed by the DRC as long as the overall building pad area is not increased. The Wohali DRC will provide documentation to the Designated City Official as to the status of the building pad conformance or revision as part of the building permit submittal to the City and must provide written acceptance that the building pad is in conformance prior to the lot owner obtaining a building permit approval.

## 12.5 APPLICATION REVIEW PROCEDURES

### 12.5.1 Procedures Applicable to All Phasing Projects

#### A. Informal Feasibility Consultation

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

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

**B. Pre-Application Meeting**

A pre-application conference is recommended for all Phasing Permit applications, and is required for all Land Use Applications, Site Plan Review, Commercial Development and residential Development consisting of more than four (4) Dwelling Units per structure. At least one week prior to the pre-application meeting, the Phasing Project applicant shall provide to the City preliminary studies, conceptual sketches, draft text and other supporting materials. The purpose of the meeting is to obtain direction from City Staff on the consistency of the proposed Phasing Project with the MPD Approval and this Agreement, as well applicable federal, state and local laws.

**C. Submittal Requirements**

Submittal requirements for each permit type are contained in the Code. All applications are subject to the review and approval process then in effect.

**12.6 NOTICE REQUIREMENTS**

**12.6.1 Notice**

Notice shall be provided pursuant to the provisions set forth in the Code. For clarification:

**A. Minor Amendments to Development Agreement or MPD Approval:**

Minor Amendments to the Development Agreement or MPD Approval shall be noticed as a Minor Permit .

**B. Major Amendments to Development Agreement or MPD Approval:**

Major Amendments to the Development Agreement or MPD Approval shall be noticed as a Major Permit.

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**C. Expansion Property Proposals:**

1. Expansion Property Proposals that qualify as Minor Amendments to the MPD Approval: Notice shall be provided pursuant to subsection A above.
2. Expansion Property Proposals that qualify as Major Amendments to the MPD Permit Approval: Notice shall be provided pursuant to subsection B above.

**D. MPD Site Plan Amendments:**

Amendments to the MPD Site Plan that qualify as Minor Amendments to the MPD Permit Approval shall be noticed pursuant to subsection A above. Amendments to the MPD Site Plan that qualify as Major Amendments to Wohali MPD shall be noticed pursuant to subsection B above.

**12.7 AMENDMENTS TO PHASING APPROVALS**

Amendments to Phasing Approvals may be allowed as a Minor or Major Permit and shall be processed pursuant to the Code.

**12.8 APPLICABILITY, DECISION CRITERIA AND APPROVAL SPECIFIC REQUIREMENTS****12.8.1 Construction Permits****A. Building Permits**

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

**B. Utility Permits**

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

**C. Clearing and Grading**

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

**12.8.2 Lot Line Adjustments and Plat Amendments**

All lot line adjustments and plat amendments shall be processed consistent with the requirements of the Code in effect at time of application.

**12.8.3 MPD Site Plan Amendments**

MPD Site Plan amendments consistent with Subsection 4.4 of this Agreement shall be allowed upon the following findings by the Designated City Official:

- A. Roadway, stormwater, water, secondary water and sewer system improvements necessary to support the change are in place or will be provided at the time of occupancy; and
- B. The MPD Site Plan amendment will not result in the maximum number of residential units or combined non-residential square feet to be exceeded or the total area of designated Open Space to be reduced unless a Major Amendment to the MPD Approval is approved pursuant to the Code in effect at time of application.

**12.8.4 Site Plan Review**

Site plan review and approval for non-residential buildings or improvements shall be processed pursuant to the Code requirements in effect at time of application.

**12.8.5 Home Occupation**

Home Occupations shall be consistent with the requirements of the Code in effect at time of application.

**12.8.6 Conditional Use Permit**

Conditional Use Permits shall be consistent with the requirements of the Code in effect at time of application.

**12.8.7 Accessory Dwelling Unit (ADU)**

ADUs shall be consistent with process and requirements of the Code in effect at time of application.

**12.8.8 Variance**

Variations shall be consistent with the Code in effect at time of application.

**12.8.9 Amendments to MPD Approval (this is redundant in 12.6.1)**

A. Minor Amendments: Applications for Minor Amendments to the MPD Approval (as defined Chapter 6 of the Code) shall be processed as a Minor Permit pursuant to the requirements of the Code in effect at the time of application.

B. Major Amendments: Applications for Major Amendments to the MPD Approval (as defined Chapter 6 of the Code) shall be processed as a Master Planned Development pursuant to the requirements of the Code in effect at the time of application.

**12.8.10 Consolidation of Major Amendments**

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

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**12.9 BONDING FOR IMPROVEMENTS**

Financial surety for improvements required within Section 7 shall be subject to the Coalville City Engineering Standards and Construction Specifications. All other permits shall provide bonding surety or other financial guarantee as required by the Code as amended.

**12.9.1 Bonding for Improvements**

The Master Developer may defer any required improvement so long as the completion of the work is guaranteed by a performance bond or other financial guarantee. The bond, or other financial guarantee, must be in a form acceptable to the City in an amount equal to one hundred twenty-five percent (125%) of the estimated cost of the improvements, as provided by the Master Developer and approved by the City Engineer. The actual construction and installation of such improvements shall be completed within the required time frame set by the Code, as amended.

**12.9.2 Inspection and Acceptance of Improvements**

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

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

**12.9.3 Release of Bond or Financial Guarantee**

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



## 13.0 MISCELLANEOUS ADDITIONAL STANDARDS AND REQUIREMENTS

### 13.1 CONSTRUCTION WASTE MANAGEMENT PLAN

Pursuant to Condition of Approval No. \_\_\_\_24 of the MPD Approval, the Master Developer shall comply with the Construction Waste Management Plan as required subject to the Coalville City Engineering Standards and Construction Specifications.

### 13.2 FIRE PROTECTION

Impacts to fire protection services throughout the MPD shall be mitigated as follows:

- A. Mitigation Fees. Payment of any applicable fire mitigation fees in effect. Such mitigation fees shall be due at building permit issuance for each single-family and multi-family Dwelling Unit and Non-residential structures.
- B. Impact Fees. Payment of any applicable fire protection impact fees in effect. Such mitigation fees shall be due at building permit issuance for each single-family and multi-family Dwelling Unit and Non-residential structures.

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**13.3 FISCAL IMPACTS ANALYSIS**

Concurrent with submittal of a Final Plan Application for a Phasing Project, the Master Developer shall submit for review and approval a fiscal analysis for the entire Phase. The fiscal analysis shall be based on the following methodologies and assumptions:

- A. The analysis shall present revenue, expenses and net position (surplus or deficit) for each year of construction and carry two years beyond build-out of the Phase being analyzed.
- B. Year-end surplus or deficit of each fund shall be reported for each year. Annual surpluses or deficits shall not be carried forward as fund balances. A separate calculation of cumulative surplus or deficit shall be calculated for the end of each year.
- C. The completed fiscal impact analysis to be delivered to the City shall include the study or report, and a copy of the spreadsheets used to calculate the revenue, expenses, and net position. The study and/or spreadsheets shall identify the source(s) or example(s) for data and clearly identify assumptions for which no data sources or examples are provided.
- D. Revenues and expenses for general fund departments that are determined to be one time in nature will not be included in the fiscal analysis. These may include the costs of planning, inspection and permit activities along with planning, inspection, permitting and development impact fees.
- E. Operating revenues will be calculated for the following sources using the methods described for each source of revenue:
  - a. Property tax revenue will be calculated based on the estimated taxable value of development multiplied by the levy rate for each applicable property tax paid to the City.
  - b. Sales tax revenue will be calculated for (i) sales by businesses in the new development, (ii) sales to residents and businesses in the City from businesses outside the City, (iii) sales to new development by existing businesses in the City, and (iv) sales of construction materials for new construction:

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- c. All revenues and expenses shall be in current dollars. No inflation adjustment will be made to any revenues or expenses unless otherwise agreed to by the City and Master Developer.
- d. No revenues or expenses shall be calculated for “multiplier” impacts of indirect increases in economic activity.
- e. The value for residential units shall be based on market studies prepared by the applicant and reasonably acceptable to the City and shall examine the projected sale or rental value of the proposed units.
- f. The values for non-residential development shall be based on market studies prepared by the applicant and reasonably acceptable to the City and shall examine the projected market value of the proposed nonresidential development.
- g. If another Phasing Project for another Phase is submitted prior to completion of a previous Phase, the new fiscal analysis shall take into consideration the incomplete portion of the previous Phase and re-analyze that portion. Adjustments to the previous Phase may be necessary and shall be considered on a case by case basis.

**F. Fiscal Analysis Results:**

If the results of the fiscal analysis show a revenue deficit after application of a credit equal to the Developer’s Total Funding Obligation, then the Master Developer shall prepare a supplemental analysis proposing how any projected City fiscal shortfall will be addressed.

**Wohali Master Planned Development  
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## 14.0 DEFINITIONS

- **Accessory Dwelling Unit (ADU)** – See Code definition.
- **Agreement** – The Wohali MPD Development Agreement between Coalville City, Utah and Wohali Partners, LLC dated \_\_\_\_\_ and any amendments thereto.
- **Build-Out Period** – A “Build-Out” Period of fifteen (15) years execution of this Agreement is established for all the Development and construction of uses in the Wohali MPD. The Build-Out Period may be extended up to an additional five years for any Phase of the MPD.
- **Coalville City Development Code (Code)** – The Coalville City Development Code as amended, incorporated herein by this reference.
- **Coalville City Engineering Standards and Construction Standards** – The Coalville City Engineering Standards and Construction Specifications, as amended, incorporated herein by this reference.
- **Constructed** – Bonded for or substantially completed.
- **Construction Permits** – Building, Utility Permits (utilities and streets), clearing, grading, sign and landscaping approvals or similar administrative approvals and any modifications thereto.
- **Cottage** – A residential Dwelling Unit that is typically separate from its garage, and sometimes is not adjacent to vehicular access.
- **Covenants, Conditions, Restrictions and Easements (CC&R’s)** – The master declaration of covenants, conditions, restrictions and easements adopted and enforced by the Wohali Homeowner’s Association or subset thereto.
- **Day** – Calendar day unless business day is specified.
- **Density** – Number of dwelling units proposed on a parcel or within a development phasing project divided by its gross site area.
- **Design Guidelines, Design Review Committee (DRC)** – The design guidelines adopted and enforced by the Wohali Homeowners’ Association or subset thereof.
- **Design Review Committee (DRC)** – The committee established pursuant to Section 12.3.

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- **Design Standards and Guidelines, MPD Project Specific** – The design standards attached to this Agreement as Exhibit “ \_\_\_\_ ”. (is this different than the design guidelines?)
- **Designated City Official** – The person, appointed by the Coalville City Mayor and City Council, empowered, authorized, and charged with the duty to administer, interpret, process and approve plans as required by this Agreement and the Code.
- **Development** – All structures and other modifications of the natural landscape above and below ground or water, on a particular site.
- **Development Parcel** – A parcel shown generally as an individual parcel on the MPD Overall Land Use Plan, Exhibit “E”.
- **Dwelling Unit** – A building or portion thereof designed exclusively for residential purposes providing complete housekeeping services for one family, built on-site or with factory-built components and meeting DRC Design Guidelines.
- **Expansion Parcels** – Parcels adjacent to the Wohali MPD property boundaries that may be considered and added to the MPD during the Build-Out Period pursuant to the process outlined in Section 10.5 of this Agreement.
- **Floor Area** - See definition in Code
- 
- **Highlands Residential** - Highlands Residential units include single family detached, cabin, estate and ranch lots that are located outside of the Village Center.
- **Lot Feature Map (LFM)** – The individual single-family lot exhibit that identifies existing unique features and qualities of a lot (See Exhibit “O” for a sample LFM)
- **Phasing Approval** – A Phasing Project approval granted by the City subsequent to the execution of this Agreement.
- **Phasing Project** – A development project subsequent to the execution of this Agreement, which implements or is otherwise consistent with this Agreement and the MPD Permit, including but not limited to Construction Permits and Land Use Permits.
- **Institutional Use** – A quasi-public use or service including, but are not limited to, church, daycare, community center, clubhouse, and cultural facilities.

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- **Land Use Application** – The various applications listed in the Code.
- **Land Use Permit** – A Land Use Application approved by the City.
- **Lot, Flag** – A lot with a narrow lot frontage that serves as private road or driveway access to a serving roadway, with the buildable area located to the rear of the lot.
- **Low Impact Development** – A planning and engineering approach to site and stormwater design that emphasizes conservation and the use of on-site natural features to protect water quality.
- **Master Developer** – Wohali Partners, LLC, so long as Wohali Partners, LLC, owns the majority of any then-undeveloped Development Parcel in the Wohali MPD, or any Master Developer Transferee. Upon a transfer from Wohali Partners to a Master Developer Transferee, all references in this Agreement to Wohali Partners shall be deemed to be references to such Master Developer Transferee, or its successors as the Master Development transferee.
- **Master Developer Transferee** – A person or entity other than Wohali Partners, LLC, acquiring an interest or estate (except for security purposes only) in the majority of The Wohali Property or any Wohali Expansion Parcels then owned by the Wohali Partners, LLC, 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.
- **Model Home** – Display home or unit and related real estate sales and display offices/activities.
- **MPD Approval** – Coalville City’s adopted process for review and approval of an application for a Master Planned Development Permit outlined in the City’s MPD development regulations codified as Code Title 8, Chapter 6, or as amended.
- **MPD Permit Application**– The Wohali Master Planned Development Application dated November 1, 2018 and revised on February 5, 2019.
- **MPD Approval** – Coalville City Ordinance No. \_\_\_\_\_ dated \_\_\_\_\_ attached hereto as Exhibit “\_\_\_\_\_”.

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- **MPD Ordinance** – Title 8, Chapter 6 of the Coalville City Development Code.
- **MPD Overall Land Use Plan** – The land use plan attached to this Agreement as Exhibit “E”.
- **Multi-Family** – Any residential structure that contains 2 or more Dwelling Units.
- **Non-Residential Development** – A development project consisting of resort support facilities, buildings or other improvements including, but not limited to, commercial nightly rental units, golf courses, golf club house, maintenance buildings, spa, tennis courts, swimming pool/hot tubs, splash pad, welcome center, trails, yurts, shooting range, and other similar uses.
- **Open Space (Primary)** – Primary Open Space means all areas shown as sensitive areas, Open Space, Trails, parks and golf course areas on the MPD Overall Land Use Plan, Exhibit “E”, and any land subsequently designated as Park, Open Space, or aesthetic stormwater or water storage pond through a Phasing Approval.
- **Open Space (Secondary)** – Secondary Open Space means the general areas shown on individual lots outside of the designated building pad area on the MPD Open Space Plan, Exhibit “N”, and Phasing Project Plans. Specific Secondary Open Space and associated Building Pad configuration will be reviewed and approved by the Design Review Committed (DRC) and Designated City Official prior to submittal of building permit applications.
- **Park** – A piece of land, privately owned and maintained, intended for passive or active recreation, gathering space or Open Space. Parks may include a wide range of uses and designs, including but not limited to plazas, playfields, playgrounds, trails, gardens, natural areas, interpretive centers, camping, picnic areas, restrooms, utilities and Open Space.
- **Phasing Plan, MPD** – The Wohali MPD is planned in eleven Phases: The land area for each Phase, together with infrastructure plans for each Phase, is shown the Phasing Plan in Exhibit “F\_”.
- **Plaza, Village Center** – The plaza serves as the focal point of the Village Center and accommodates passive uses by visitors and their children. It is a flexible space that is comfortable for intimate conversations or people-watching but can also accommodate larger gatherings such as art festivals, sidewalk sales, and other community celebrations.



## Wohali Master Planned Development Development Agreement

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- **Project-Level Facility** – A street or utility facility that is necessary to serve only those land uses located within the Project Site, regardless of the location of the street or utility facility. If Project-Level Facilities for several Development Parcels are combined or shared, they are still considered Project-Level Facilities.
- **Project Site** – The entire area contained within the Wohali MPD boundaries as described and visually depicted in Exhibit “B”.
- **Public Access and Opportunities** – Public access and opportunities within the Wohali MPD include, but are not limited to general access to the Project Site and Wohali Village, public trails, public parking, short course golfing, cross-country skiing and snowshoeing, participation in the Village plaza festivals, splash pad, art and farmers markers, fire pit, benches, water features, amphitheater lawn and pathways.
- **Recreational Use** – Recreational Uses include, but are not limited to: Parks, clubhouse, open space, trails, golf courses, sports and play fields, swimming pools, campgrounds, and other indoor and outdoor recreation facilities.
- **Regional Facility** – An on- or off site street or utility facility that serves land uses located within and outside the Project Site, regardless of the location of the street or utility facility.
- **Retail** – Uses that provide services or sale of goods or merchandise to the public.
- **Residential Development** - A development project consisting of multi and single-family cottages, cabins, estate or ranch lots or units.
- **Sensitive Lands Ordinance** – Coalville City Development Code Title 10 Chapter 10, or as amended, and incorporated herein by this reference.
- **Setback** – A space, measured from the property line in, unoccupied by structures except where encroachments are specifically allowed by this Agreement.
- **Single Family** – Any residential building that contains no more than one (1) residence.
- **Site Area** – Area of land (expressed in gross square feet or gross acres) contained within the boundary lines of a Phasing Project.
- **Site Plan Review** – Site plan review is an evaluation of development plans to identify compliance with applicable regulations, requirements and standards and to ensure that development will protect the health, safety and general welfare of residents of the City.

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- **Street Standards** – Coalville City street standards as set forth in the Code and Engineering Standards and Construction Specifications.
- **Structure** – Anything constructed which requires a fixed location on or in the ground and projects above the surface of the ground, or is attached to something having a fixed location on the ground, excluding poles, lines, cables, fences, on-grade decks, driveways, and other similar features. Structures include a building.
- **Temporary Use** – Uses of a non-permanent nature including but not limited to: outdoor art and craft shows and exhibits, retail sales of Christmas trees, agricultural or horticultural products, firewood, seafood, and other items typically marketed seasonally; mobile services such as veterinary services; group retail sales such as swap meets, flea markets, parking lot sales, farmers’ markets, auctions etc.; circuses, carnivals, fairs, or similar transient amusement or recreational activities; sales offices; construction offices; contractor staging areas and other similar activities.
- **Utility Facility, Major** – Major Utility Facilities include, but are not limited to: water storage tanks, wastewater storage facilities, sewer lift stations, regional stormwater facilities, electrical substations, telecommunication facilities and other similar utility facilities that serve more than one neighborhood or subdivision.
- **Utility Facility, Minor** – Minor Utility Facilities include, but are not limited to: Public or private utility distribution and collection lines, , stormwater ponds, and other similar facilities.
- **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.
- **Wohali MPD** – The master planned development entitled “Wohali” approved by Coalville City ordinance \_\_\_\_\_ dated \_\_\_\_\_.
- **Village Center** – The Villages Center consists of the mixed-use Development Parcels shown on the MPD Overall Land Use Plan (Attached hereto as Exhibit “E”) and the MPD Village Illustrative Master Plan (attached hereto as Exhibit “O”). The Village Center is the focal point of the Wohali MPD and includes a plaza area and resort support uses and facilities for gatherings, shopping, personal services, and recreation.
- **Village Residential** - Village Residential units include a mix of multi-family cottages, single family cottages, cabins, townhomes and stacked flats and are located within the village center with connectivity and adjacencies to those Village Center core amenities.
- **Wohali Property** – The real property described and visually depicted in Exhibit “B” and to which the MPD Approval applies.

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- **Welcome Center** – A building located at the Wohali Way entry into the MPD for welcoming owners, guests, visitors and the general public. The welcome center facility does not include a gate or other impediment to the free flow of traffic or pedestrians into the Project Site.

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**Wohali Master Planned Development  
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**15.0 GENERAL PROVISIONS****15.1 BINDING EFFECT & VESTING**

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

Per the Development Agreement between the Master Developer and City, the MPD Approval is vested to and governed by the City code and standards in effect and upon application of Phasing Projects.

All Development within the Wohali MPD shall be implemented through Phasing Projects. The Phasing Projects of the Wohali MPD shall be vested to and governed by the applicable Code provisions and other City standards in effect as of the date of the MPD Permit or Phasing Project Approval. Vesting as to stormwater regulations shall be on a Phase by Phase basis as outlined in Section 7 of this Agreement. Vesting as to conditions necessary to meet the fiscal impacts analysis criteria required by Section 13.3 shall only be for such period of time as is justified by the required updated analysis as outlined in Section 13.3 of this Agreement. Updated building codes will apply pursuant to Subsection 12.8.1.

During the Build-Out Period the City shall not impose upon the Wohali MPD new or additional development standards except as set forth in this Agreement or to the extent required by a threat to public health and safety. Provided, however, that this Agreement can be amended during the Build-Out Period in accordance with the procedures in Section 10 of this Agreement. Amendments of the MPD Approval or this Agreement pursuant to Section 10 of this Agreement do not affect vesting.

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**15.2 DUTIES OF MASTER DEVELOPER**

Pursuant to Condition of Approval No. \_\_\_25 of the MPD Permit Approval, a single Master Developer (or Master Developer Transferee) shall be maintained throughout the life of this Agreement. The Master Developer shall function as a single point of contact for City billing purposes, shall function as a single authority for Agreement revisions and modifications, shall provide to the City proof of Master Developer approval of all Phasing Project applications (except building permits) filed by other parties prior to or with submittal to the City, and shall be responsible for distributing Development Agreement entitlements and obligations and administering such.

**15.3 ASSIGNMENT**

The parties acknowledge that the Development of the Wohali MPD likely will involve sale, conveyance or assignment of portions of the Project Site to third parties who will own, develop and/or occupy portions of the Project Site and buildings thereon. Wohali Partner, LLC shall have the right from time to time to assign or transfer all or any portion of its respective interests, rights or obligations under this Agreement or in the Wohali MPD to a Master Developer Transferee acquiring an interest or estate in all or a portion of the Project Site, including a transfer of all interests through foreclosure (judicial or nonjudicial) or by deed in lieu of foreclosure; provided: (i) Wohali Partners, LLC gives the City thirty (30) days prior written notice of such assignment or transference; and (ii) Wohali Partners, LLC provides the City with a copy of the executed assignment or transference document within ten (10) business days of execution. Consent by the City shall not be required for any assignment or transfer of rights pursuant to this Agreement.

In any such transfer or assignment, if the transferee or assignee assumes the obligations herein pertaining to the property transferred or assigned, then the transferee or assignee shall be entitled to all interests and rights and be subject to all obligations under this Agreement, and Wohali Partner, LLC shall thereupon be deemed released of liability under this Agreement for the portion of the property transferred or assigned, whether or not such release is expressly stated in such transfer or assignment; provided, however, that Wohali Partners, LLC shall remain obligated for any outstanding mitigation measures set forth in this Agreement or in the MPD Approval as of the date of transfer or assignment that are not transferred or assigned.

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Wohali Partners, LLC shall also remain liable for any breach that occurred prior to the transfer or assignment of rights to another party and for those portions of the Wohali Property still owned by Wohali Partners, LLC. Wohali Partners, LLC shall advise prospective transferees or assignees that obligations of this Agreement may apply to the property upon transfer or assignment.

#### **15.4 GOVERNING LAW**

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Utah.

#### **15.5 SEVERABILITY AND WAIVER**

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

#### **15.6 AUTHORITY**

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

#### **15.7 EXHIBITS**

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

- Exhibit "A" Project Boundaries and Annexation Plat
- Exhibit "B" Legal Description and Parcel Map
- Exhibit "C" Zoning Plan
- Exhibit "D" Overall Illustrative Master Plan
- Exhibit "E" Overall Land Use Plan
- Exhibit "F" MPD Phasing Plan
- Exhibit "G" Phase 1 Site Plan
- Exhibit "H" Roadway Plan
- Exhibit "I" Roadway Sections
- Exhibit "J" Sensitive Lands Analysis



- Exhibit "K" Sensitive Lands Analysis
- Exhibit "L" Public Trails Plan
- Exhibit "M" Village Master Plan – Public Accessibility Plan
- Exhibit "N" Open Space Plan
- Exhibit "O" Village Illustrative Master Plan
- Exhibit "P" Overall Utility Plan
- Exhibit "Q" Water Utility Plan
- Exhibit "R" Sewer Utility Plan
- Exhibit "S" Traffic Impact Analysis
- Exhibit "T" Wildlife Impact Study
- Exhibit "U" Infrastructure Impact Analysis

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**Section 15 – General Provisions**

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**Wohali Master Planned Development  
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Many of the Exhibits to this Agreement, as well as some of the figures contained in this Agreement's text are in color or include other features that provide clear illustration; however, this format is not yet acceptable by the Summit County Recorder's Office for permanent recording. Accordingly, the parties agree that following mutual execution of this Agreement, any non-recordable format Figures and Exhibits will be replaced in the Agreement with a page stating: "Figure X-Y [Exhibit X] is kept on file with the Coalville City and is available for public review at City Hall during business hours."

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**Section 15 – General Provisions**

**Page 85**

**Dec 2019**

**15.8 TIME IS OF THE ESSENCE**

Time is of the essence of this Agreement.

**15.9 INTERPRETATION**

This Agreement has been reached as a result of arm's length negotiations with each party represented by counsel, and thus no presumption of draftsmanship shall be used in interpreting this Agreement.

**15.10 INTEGRATION**

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

**15.11 NO THIRD-PARTY BENEFICIARY**

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

**15.12 OTHER NECESSARY ACTS**

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

**15.13 REMEDIES**

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.

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**Wohali Master Planned Development  
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**15.14 NOTICE**

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

To the City: Trever Johnson, Mayor  
Coalville City  
PO Box 188  
Coalville, UT 84018  
Email: mayor@coalvillecity.org

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

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

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**15.15 COUNTERPARTS**

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

**15.16 TERM**

“Build-Out” Period of fifteen (15) years following the date of the MPD Approval is established for all the Development and construction of uses in Wohali MPD. The Build-Out Period may be extended up to an additional five years for any Phase of the Wohali MPD

The Term of this Agreement shall be from the date written in the first paragraph of this Agreement till the expiration of the Build-Out Period, as may be extended.

*[Signatures appear on the following page]*

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**Wohali Master Planned Development  
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COALVILLE CITY MUNICIPAL CORPORATION

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

Attest:

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

Approved as to Form:

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

WOHALI PARTNERS, LLC

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

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Wohali Master Planned Development  
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STATE OF UTAH )  
) ss.  
COUNTY OF SUMMIT )

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

GIVEN under my hand and official seal this \_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
(Print name of notary)

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

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

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**Wohali Master Planned Development  
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STATE OF UTAH )  
) ss.  
COUNTY OF SUMMIT )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2020, before me, the undersigned, a Notary Public in and for the State of Utah, duly commissioned and sworn personally appeared **David Boyden**, known to me to be the Managing Partner of Wohali Partners, LLC, the limited liability corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said limited liability corporation, for the purposes therein mentioned, and on oath stated the he was authorized to execute said instrument.

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

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

\_\_\_\_\_  
(Print name of notary)

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

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