AMENDED

Jan. 04, 2024

Planning Commission Meeting

Information Packet

PLEDGE OF ALLEGIANCE

ROLL CALL

PUBLIC HEARING

a) AMENDMENT TO CHAPTER 2 OF THE GRANTSVILLE CITY LAND USE AND MANAGEMENT CODE

b) AMENDMENT TO CHAPTER 24 OF THE GRANTSVILLE CITY LAND USE AND MANAGEMENT CODE

AGENDA:

1. Consideration of an Amendment to the Grantsville Land Use and Management Code Chapter 2 - Definitions
2. Consideration of an Amendment to the Grantsville Land Use and Management Code Chapter 24 - Single Lot Development
3. Consideration regarding the Highlands Subdivision MDA
4. Discussion regarding the Estates at Twenty Wells PUD
5. Discussion regarding Sun Sage Terrace Phase 4-9 PUD
6. Discussion of a Rezone for property owned by Byron Christiansen at approx. 1042 N Old Lincoln Hwy
7. Discussion regarding approval of Development Checklists for Community and Economic Development
8. Discussion of an amendment to the Grantsville Land Use and Management Chapter 16, Table 16.1
9. Election of a new chairperson and vice-chairperson for the Grantsville Planning Commission for 2024
10. Report from City Council liaison Mayor Critchlow
11. Adjourn

AGENDA ITEM #1

Consideration of an Amendment to the Grantsville Land Use and Management Code Chapter 2 -Definitions

GLUDMC Chapter 2 Definitions
Proposed Amendment December 22, 2023
~~Red Strike Through~~ = To Remove
Green Underline = Added Text
Blue Text = Further Discussion

The purpose of this amendment is to move definitions from Chapter 21 into Chapter 2.
Any text that is highlighted in red or green has been modified based upon discussion in the December 21st Planning Commission Meeting.

Chapter 2 Definitions

Unless the context requires otherwise, the following definitions shall be used in the interpretation and construction of this Code. Words used in the present tense shall include the future; the singular number shall include the plural, and the plural the singular; the word building shall include the word "structure;" the words "used" or "occupied" shall include arranged, designed, constructed, altered, converted, rented, leased, or intended to be used or occupied; the word "shall" is mandatory and not directory, and the word may is permissive; the word "person" includes a firm, association, organization, partnership, trust, company, or corporation, as well as an individual; the word "lot" includes the words plot or parcel. Words used in this Code but not defined herein shall have the meaning as defined in any other ordinance adopted by Grantsville City.

(1) "A" FRAME SIGN. Temporary and\or movable sign constructed with two sides attached at the top so as to allow the sign to stand in an upright position.

(2) ABANDONED SIGN. A sign which no longer identifies or advertises a bona fide business, lessor, service, owner, product or activity, and/or for which no legal owner can be found.

(2a) ACCESSORY FARM EMPLOYEE HOUSING (Amendment 8/21/02, complete addition of definition). A single family dwelling providing the principal residence for a Farm employee and the employees' family.

(3) ACCESSORY USE OR BUILDING. A use or building including solar energy systems and renewable energy uses on the same lot with, and of a nature customarily incidental and subordinate to, the principal use of building. An accessory use or building shall include any structure for caretaker, or security housing, or the confinement of animals.

(4) ACTIVE SOLAR SYSTEM. A system of equipment capable of collecting and converting incident solar radiation into heat, mechanical or electrical energy, and transferring these forms of energy by a separate apparatus to storage or to the point of use. It includes water heating, space heating or cooling, electric energy generating or mechanical energy generating and the architectural and engineering design or systems necessary to balance or optimize active components.

(5) AGENT. Any person who can show written proof that he is acting for the property owner and with the property owner's knowledge and permission.

(6) AGRICULTURE. The production of food through the tilling of the soil, the raising of crops, breeding and raising of domestic animals and fowl, except household pets, and not including any agricultural industry or business.

(7) AGRICULTURAL INDUSTRY (AGRICULTURAL BUSINESS). The processing of raw food products by packaging, treating and/or intensive feeding. Agricultural industry includes, but is not limited to, animal feed yards, the raising of fur-bearing animals, food packaging and/or processing plants, commercial poultry or egg production, commercial greenhouses, and similar uses as determined by the Planning Commission.

(8) ALLEY. A public access-way or thoroughfare less than sixteen (16) feet but not less than ten (10) feet in width, which is dedicated or deeded to the public for public use and is designed to give secondary access to lots or abutting properties; an alley shall not be considered a street, for the purpose of this Ordinance.

(9) ALLUVIAL SOILS. Areas subject to periodic flooding as defined in the soil survey prepared by the Soil Conservation Service which encompasses Grantsville City.

(10) ALTERATIONS, SIGN. A change or rearrangement in the structural parts or design whether by extending on a side; increasing in area or height; or by relocation or changing the position of a sign.

(11) ALTERATIONS, STRUCTURAL. Any change in the supporting members of a building, such as bearing walls, columns beams or girders.

(12) AMUSEMENT PARK. Any place of organized amusement activity not conducted wholly within a completely enclosed building, whether a commercial or non-profit enterprise, except temporary celebrations sanctioned by the City Council by a special permit.

(13) ANIMAL CLINIC (ALSO ANIMAL HOSPITAL). Any building or portion thereof designed or used for the care or treatment of animals or fowl, and/or in which veterinary service is provided or is available.

(14) ANIMATED SIGN. (See and also note the difference from changeable sign) A sign or display manifesting either kinetic or illusionary motion occasion by natural, manual, mechanical, electrical, or other means. Animated signs include the following types:

(a) Naturally Energized - Signs whose motion is activated by wind or other atmospheric impingement. Wind-driven signs include flags, banners, pennants, streamers, metallic disks. or other similar devices designed to move in the wind.

(b) Mechanically Energized - signs manifesting a repetitious pre-programmed physical movement or rotation in either one or a series of planes activated by means of mechanical based drives.

(c) Electrically energized - Illuminated signs whose motion or visual impression of motion is activated primarily by electrical means. electrically energized animated signs are of two types:

(1) Flashing Signs - Illuminated signs exhibiting a preprogrammed repetitious cyclical interruption of illumination from one or more sources in which the duration of the period of illumination (on phase) is either the same as or less than the duration of the period of darkness (off phase, and in which the intensity of illumination varied from zero (off) to 100 percent (on) during the programmed cycle.

(2) Illusionary Movement Signs - Illuminated signs exhibiting the illusion of movement by means of a pre-programmed repetitious sequential switching action in which illuminated elements of the sign are turned on or off to visually simulate the impression of motion characteristic of chasing, running, blinking, oscillating, twinkling, or expanding and contracting light patterns.

(15) APPURTENANCES. Appendages and incidental details on buildings are to be allowed such as building projections, coverings for mechanical equipment, etc.

(16) ARCHITECTURAL PROJECTION. Any building or structural projection which is not intended for occupancy and which extends beyond the face of an exterior wall of a building or structure, but not including signs.

(17) AUTOMOTIVE BODY AND FENDER SHOP. A facility for major automobile, truck, mobile home, recreational coach or recreation vehicle repairs to body, frame or fenders, and including rebuilding.

(18) AUTOMATIC CAR WASH. A facility for automatic or self-service washing and cleaning of automobiles and small trucks not exceeding 1 & 1/2 tons capacity.

(19) AUTOMOBILE PAINT SHOP. A facility for painting of automobiles, trucks, trailers, boats, or other travel or recreation vehicles or unit.

(20) AUTOMOBILE REPAIR FACILITY OR SERVICE STATION. A place where gasoline or any other motor fuel or lubricating oil or grease for operating motor vehicles is offered for sale to the public and repair services performed may include tube and tire repair, battery charging, storage of merchandise, and tune-up of automobiles, including major auto repair.

(21) AUTOMOBILE SALES AREA. An open area used for display, sale, or rental of new or used motor vehicles, mobile homes, recreational coaches, or recreation vehicles in operable condition.

(22) AUTOMOTIVE SALVAGE YARD (AUTOMOBILE WRECKING OR PROCESSING YARD). A lot or portion thereof used for the storage, dismantling, demolition, or abandonment, other vehicles, other machinery, or parts thereof.

(23) AUTOMOBILE SELF SERVICE STATION. A place where gasoline or any other motor fuel for operating motor vehicles is offered for sale and is dispensed to the vehicle by the purchaser, the self service station may be independent or in conjunction with a retail store.

(24) AUTOMATIC TRUCK WASH. A facility for automatic self-service washing or cleaning of trucks exceeding 1/2 tons capacity.

(25) AVERAGE SLOPE. An expression of rise or fall in elevation along a line perpendicular to the contours of the land connecting the highest point of land to the lowest point of land within a lot or building area. A vertical rise of 100 feet between two points 100 feet apart measured on a horizontal plane is 100 percent slope.

(26) AWNING. A shelter projecting from and supported by the exterior wall of a building constructed of non rigid materials on a supporting framework. (Compare "Marquee")

(27) AWNING SIGN. A sign painted on, printed on. or attached flat against the surface of an awning.

(28) BACK LIT AWNING. (see "Electric Awning Sign")

(29) BANNER SIGN. A Sign made of fabric or any non rigid material with no enclosing framework.

(30) BASEMENT. A story whose floor is more than 12 inches below the average level of the adjoining ground, but where no more than 1/2 of its floor-to-ceiling heights is below the average contact level of the adjoining ground. A basement shall be counted as a story for purposes of height measurement, and as a half-story for the purpose of side-yard determination.

(31) BASEMENT HOUSE. A residential structure without a full story structure above grade.

(32) BEGINNING OF CONSTRUCTION. The excavation or re-contouring of the site.

(33) BIKE PATH (BIKE TRAIL, BIKE LANE). A right-of-way designed and constructed for use by bicycles and not intended for use by pedestrians or motor vehicles of any kind. A bike path may be located within or without a street right-of-way, at grade, or at grade separated from vehicular traffic. Bike lanes may also be included as a part of a street.

(34) BILLBOARD. (see "Off-Premise Sign").

(35) BLOCK. The land surrounded by streets or other rights-of-way, other than an alley, or land which is designated as a block on any recorded subdivision plat.

(36) BOARDING HOUSE. A dwelling where, for compensation, meals are provided for a least 3 but not more than 15 persons.

(37) BUILDABLE AREA. The portion of a lot remaining after required yards have been provided, except that land with an average grade exceeding 15 percent shall not be considered geotechnically buildable unless it is approved by conditional use permit.

(38) BUILDING. Any structure used or intended to be used for the shelter or enclosure of persons, animals, or property.

(39) BUILDING, ACCESSORY. A building which is subordinate to, and the use of which is incidental to that of the main building or use of the same lot.

(40) BUILDING, HEIGHT OF. The vertical distance from the average natural grade surface at the foundation, to the highest point of the building roof or coping.

(41) BUILDING OFFICIAL. The person designated or appointed as the Building Official for Grantsville City by the City Council.

(42) CAMPGROUND. A public area designated by a public agency for camping, or a private area licensed by the City Council for camping.

(43) CAMPING. A temporary establishment of living facilities such as tents or recreational coaches as regulated by this Code.

(44) CANOPY (BUILDING). A rigid multi-sided structure that may or may not be illuminated by means of internal or external sources, covered with fabric, metal or other material and supported by a building at one or more points or extremities and by columns or posts embedded in the ground at other points or extremities. (compare "Marquee")

(45) CANOPY (FREESTANDING). A rigid multi-sided structure that may or may not be illuminated by means of internal or external sources, covered with fabric, metal or other material and supported by columns or posts embedded in the ground.

(46) CANOPY SIGN. A sign affixed or applied to the exterior facing surface or surfaces of a building or freestanding canopy.

(47) CARPORT. A private garage not completely enclosed by walls or floors. For the purposes of this Code, a carport shall be subject to all the regulations prescribed for a private garage.

(48) CELLAR. A room or rooms having more than 50 percent of the floor to ceiling height under the average level of the adjoining ground.

(49) CHANGEABLE SIGN. A sign whose informational content can be changed or altered by manual or electric, electro-mechanical, or electronic means. Changeable signs include the following types:

(a) Manually Activated - Signs whose alphabetic, pictographic, or symbolic informational content can be changed or altered by manual means.

(b) Electrically activated - signs whose alphabetic, pictographic, or symbolic informational content can be changed or altered on a fixed display surface composed of electrically illuminated or mechanically driven changeable segments. Includes the following two types:

(1) Fixed Message Electronic Signs - Signs whose basic informational content has been pre-programmed to include only certain types of information projection, such as time, temperature, predictable traffic conditions, or other events subject to prior programming.

(2) Computer controlled ariable Message electronic Signs - Signs whose informational content can be changed or altered by means of computerized driven electronic impulses.

(c) Mobile, Changeable Copy Sign - A sign mounted on a trailer, frame or legs, lighted or unlighted, box or "A" frame and shall have changeable lettering.

(50) CHIEF EXECUTIVE OFFICER. The Mayor in municipalities operating under all forms of municipal government, or the City Manager in municipalities operating under the Council-Manager form of municipal government.

(51) CHILD NURSERY (DAY CARE CENTER). An establishment for the care and/or the instruction of 5 or more children, for compensation, other than for members of the family residing on the premises, but not including a public school.

(52) CHURCH. A building, together with its accessory buildings and uses, maintained and controlled by a duly recognized religious organization where persons regularly assemble for worship and religious instruction.

(53) CITY COUNCIL. The elected legislative body of Grantsville City.

(54) CLEARVIEW ZONE. The area of a corner lot closest to the intersection which is kept free of impairment to allow full view of both pedestrian and vehicular traffic. Such area is established by marking a point at which the two curb lines intersect, measuring back forty (40) feet along each street, and drawing a line between the two back points to form a triangular area.

(55) CLINIC, DENTAL OR MEDICAL. A building in which a group of dentists, physicians, and/or allied professionals in the healing arts are associated for the conduct of their professions. The clinic may include a dental and/or medical laboratory and an apothecary, but it shall not include in-patient care or operating rooms for major surgery.

(56) CLUB, PRIVATE. A social, recreational, or athletic club or similar association or corporation incorporated under the provisions of the Utah Non-Profit corporation and Co¬operation Act for the above-stated purposes, which maintains or intends to maintain premises upon which alcoholic beverages are or will be stored, consumed or sold, and which for that reason is required to be licensed by the State.

(56.1) COMMERCIAL DRIVEWAY. A driveway providing vehicular access to property used for purposes other than residential.

(57) COMMERCIAL STORAGE SHEDS. A facility that rents indoor storage spaces which do not exceed 20 x 15 in size that are enclosed in a structure with one or more units, and/or outdoor storage space (RV storage, boat storage, etc.).

(58) COMMON AREA. Any area or space designed for joint use of residents of a mobile home park, condominium, apartment complex, etc.

(59) COMPATIBLE WITH RESIDENTIAL. Compatibility will be measured by whether or not the proposed development adversely impacts the quality of life in the area. Property values must be sustained or enhanced as opposed to diminishing values: the effects of ultimate traffic on streets will be considered rather than complaints that a new development will increase unwanted traffic; improvements in the infrastructure will be considered as to how and who pays for them; positive contributions to the financing of needed improvements will be weighed against the assessment on existing residential developments; proximity of possible impacts will be evaluated and non-directly impacted citizens will be considered

in the group of the general citizenry. Also considered will be relief from the monotonous, somewhat uniform subdividing of the countryside will be considered a positive factor if it provides an aesthetic relief.

(60) COMPREHENSIVE PLAN. (See General Plan).

(61) CONDITIONAL USE. ~~This means a~~ A land use that, because of its unique characteristics or potential impact on Grantsville city, surrounding neighbors, or adjacent land uses, may not be compatible in some areas or may be compatible only if certain conditions are required that mitigate or eliminate the detrimental impacts. (A use of land for which a conditional use permit is required, pursuant to this Code.)

(62) CONDOMINIUM. The ownership of a single unit in a multi-unit project, together with an undivided interest in common in the common areas and facilities of the property as provided by state law. A condominium-development is comparable to a subdivision in that each development is characterized by multiple individual ownership in a single development. In a condominium development the multiple individual ownership are in structures, whereas in subdivision such ownership are in land. For regulation purposes the development of a condominium project is treated by Utah State law and by this code as a subdivision, and condominium developments must comply with the subdivision regulation of this Code.

(63) CONSERVATION STANDARDS. Guidelines and specifications for soil and water conservation practices and management, enumerated in the Technical Guide prepared by the USDA Soil Conservation Service, adopted by the Soil and Water Conservation District supervisors, and containing suitable alternatives for the uses and treatment of land based upon its capabilities, from which the land-owner selects that alternative which best meets his needs in developing his soil and water conservation plan.

(64) CONSTRUCTION SIGN. A temporary sign identifying an architect, contractor, subcontractor, and/or material supplier participating in construction on the property on which the sign is located.

(65) CONVENIENCE STORE. A one story commercial retail operation containing less than 2,500 square feet of gross floor area, designed and stocked to sell primarily food, beverages, limited variety of goods for personal consumption, and other household supplies to retail customers who purchase only a relatively few items as well as gasoline and car care items.

(66) COPY, SIGN. The graphic content of a sign surface in either permanent or removable letter, pictographic, symbolic or alphabetic form.

(67) CORRAL. A space, other than a building, less than one acre in area or less than 100 feet in width, used for the confinement of animals or fowl.

(68) COURT, BUILDING. An open, unoccupied space, other than required yard, on the same lot with a building or group of buildings, and which is bounded on two or more sides by such building or buildings.

(69) COUNTY. ~~Means t~~ The unincorporated area of Tooele County.

(70) CROSSWALK OR WALKWAY. A right-of-way designed for use by pedestrians and not intended for use by motor vehicles of any kind; a crosswalk or walkway or pedestrian- way may be located within or without a street right-of-way, at grade, or grade-separated from vehicular traffic.

(71) CUL-DE-SAC. A street which is designed to remain permanently closed at one end, with the closed end terminated by a vehicular turnaround. For purposes of this code, the length of a cul-de-sac shall be measured from the centerline of the intersecting street along the centerline of the cul-de-sac, to a point to the center of the cul-de-sac.

(??) CULINARY WATER AUTHORITY. The department, agency, or public entity with responsibility to review and approve the feasibility of the culinary water system and sources for the subject property.

(72) CULINARY WATER FACILITIES. Water supply lines, pumps, springs, wells, and/or any other physical facilities necessary to provide a supply of culinary water to a use in sufficient quantity and of approved quality to meet the standards of State of Utah Rules for Public Drinking Water Systems and this Code.

(73) DAIRY. A commercial establishment for the manufacture, processing or packaging of dairy products, and their sale. For purposes of definition, the production of milk on a farm for wholesale marketing off the premises shall not classify the farm as a dairy.

(74) DENSITY. Density is a measure of the number of dwelling units per acre. It shall be expressed dwelling units per acre (DU/acre). Unbuildable land (as defined by the Planning Commission) is land with a slope greater than 25%, subject to inundation, or other geological hazards.

(75) DESIGN, SUBDIVISION. The design includes: alignment, grade and width for easements and rights-of-way for utilities; the grading and general layout of lots and streets within the area; location of land to be dedicated for park and/or recreational purposes; and, such specific requirements in the plan and configuration of the entire subdivision as may be necessary or convenient to insure conformity to or implementation of applicable general or specific plans.

(76) DEVELOPER. Any person, firm, partnership, corporation or association who causes improvements to be constructed, land use to be changed, or land to be subdivided for himself/herself or others.

(77) DEVELOPMENT (LAND). The conversion or alteration of use or physical characteristics of land; placing improvements on the land; or putting land to intensive use such as a subdivision, P.U.D., mobile home park, recreation vehicle park, shopping center, industrial park, excavation, etc.

(78) DIAGONAL TIE. Any tie down designed to resist horizontal or shear forces and which deviates not less than 30 degrees from a vertical direction.

(79) DIRECTION/INFORMATION SIGN. An on-premise sign giving directions, instructions, or facility information and which may contain the name or logo of an establishment, but no advertising copy, e.g., parking or exit and entrance signs. may contain logo provided that

the logo may not comprise more than 20% of the total sign area. May include information about sales of agricultural products produced upon the premises.

(80) DISTRICT (ALSO ZONE OR ZONING DISTRICT). A portion of the territory of Grantsville City established as a zoning district by this Code, within which certain uniform regulations and requirements or various combinations thereof apply under the provisions of this Code.

(81) DOUBLE-FACED SIGN. A sign with two faces diverged from a common angle of not more than 45 degrees or back-to-back

(82) DRIVEWAY. An area on private property providing access for motor vehicles to a public right-of-way or private street.

(82.1) DRIVEWAY APPROACH. The improved area between the roadway of a public street and private property intended to provide access for motor vehicles to a well-defined area on private property.

(82.2) DRIVEWAY WIDTH. The width of the driveway measured at the right-of-way parallel with the roadway centerline.

(83) DWELLING. Any building or portion thereof designed or used as the principal residence of sleeping place of one or more persons or families, but not including a tent, a recreational coach, hotel, motel, hospital, or nursing home.

(84) DWELLING, FOUR FAMILY (FOUR-PLEX). A building containing only four dwelling units.

(85) DWELLING GROUP. A group of two or more detached buildings used as dwellings, located on a lot or parcel of land.

(86) DWELLING, MULTIPLE FAMILY. A building containing more than one dwelling unit.

(87) DWELLING, SINGLE FAMILY. A building containing only one dwelling unit.

(88) DWELLING, THREE FAMILY (TRIPLEX). A building containing only three dwelling units.

(89) DWELLING, TWO FAMILY (DUPLEX). A building containing only two dwelling units.

(90) DWELLING UNITS. One or more rooms in a dwelling, apartment complex, hotel, or motel, designed for and/or occupied by family for living or sleeping purposes and having but not more than kitchen or set of fixed cooking facilities, other than hot plates or other portable cooking units.

(91) EASEMENT. That portion of a lot or lots reserved for present or future use by a person or agency other than the legal owner(s) of said property(ies). The easement may be for use on, under, or above said lot or lots.

(92) ELDERLY PERSON. ~~Means a~~ A person who is 60 years old or older, who desires or needs to live with other elderly persons in a group setting, but who is capable of living independently.

(93) ELDERLY RESIDENTIAL FACILITY. A single family or multiple family dwelling unit that meets the requirements of Utah Code Annotated Title 17-27-501 and any ordinance adopted under authority of that part. An elderly residential facility does not include a health care facility as defined by Utah Code Unannotated Section 26-21-2.

(94) ELECTRIC, MOBILE HOME PARK. All of the electrical wiring, fixtures, equipment and appurtenances related to electrical installations within a mobile home park feeder assembly.

(95) ELECTRIC AWNING SIGN. (also "Back Lit Awning"). An internally illuminated fixed space-frame structure with translucent, flexible reinforced covering designed in awning form and with graphics or copy applied to the visible surface of the awning.

(96) ELECTRICAL SIGN. A sign or sign-structure in which electrical wiring, connection, or fixtures are used.

(97) ELECTRONIC MESSAGE CENTER. (see "Changeable Signs, Electrically Activated")

(98) ENVIRONMENTAL IMPACT ASSESSMENT. A report which describes, by means of written narrative as well as maps, a geographical area in terms of existing; slope, soils, water, courses, water table, flood hazard areas, geologic hazards, vegetative types, wildlife, wildlife habitat, and essential urban services presently available. The report includes a tabulation of proposed population, density, and the numbers and types of proposed dwellings and other buildings and spaces to be occupied at full development. The report further describes by means of written narrative as well as maps the impact of the proposed development on the following specific subject areas once the anticipated population density is achieved within the area to be developed; water courses and reservoirs, natural vegetation, wildlife, erosion, topsoil, sedimentation of water courses and reservoirs, slope stability, dust, fire potential, accumulation of solid waste or liquid wastes, and the need and desire for urban services. The report also evaluates the potential area- wide economic impact of the development on both private and public economic sectors and the potential impact on school, public utility, and transportation systems. Finally, the report recommends measures which, if undertaken, will mitigate or obviate the adverse impacts resulting from construction of the proposed development, and discusses the benefits to be gained from such development, and what adverse impacts cannot be avoided and the extent of their detrimental influence.

(99) ESSENTIAL FACILITIES. Those facilities which are common to the community and essential for servicing the residents and businesses; utilities, radio and television stations (transmitting only), cable TV, sanitation, health and public safety for overhead, surface or underground services, and such other necessary uses as may be approved by the City Council by resolution, but excluding any building, electrical sub-station, or transmission line of 50 kv or greater capacity.

(100) EXCAVATION. Any disruption of the soil mantle and/or manmade surfacing of the same. Excavations may be either in the nature of a process or a use. Excavations undertaken for the purpose of preparing a site for an ultimate land use or for repairing or constructing urban service facilities are processes; whereas excavations such as gravel pits,

quarries or mines are uses which require specific use authorization in the zoning district where located, in addition to a conditional use permit if such is required.

(101) FACADE. The entire building front including the parapet.

(102) FACE OF A SIGN. The area of a sign on which the copy is placed.

(103) FAMILY. One individual, or two or more persons related by blood, marriage, or adoption, living together in a single dwelling unit and maintaining a common household. a family may include four, but not more than four, non-related persons living with the residing family, the term family shall not be construed to mean a group of non-related individuals, a fraternity, club, or institutional group.

(104) FAMILY FOOD PRODUCTION. The raising of animals for family food production, and horses, on adequate sized lots in appropriate locations. At least 10,000 square feet shall be provided for each large animal (horse, cow, etc.) At least 4,000 square feet shall be provided for each medium sized animal (pig, sheep, etc.). At least 500 square feet shall be provided for each small animal (rabbits, poultry, etc.) No animal shall be allowed to come closer than 100 feet from any dwelling. Not to include applicant dwelling, gross land area to be used.

(105) FARM OR RANCH. (Farm portion amended 8/21/02 to add farm employee housing) A parcel of land used primarily for agriculture uses and including accessory farm employee housing which must be located on the farm and shall not be divided or sold separately from the farm. A ranch is a parcel of land in an Agricultural zoning district which is used primarily for ranching purposes, such as grazing of livestock or other non- vegetative or fruit agricultural use.

(106) FEED YARD. An agricultural industry in which animals or fowls are kept and intensively fed in relatively restricted area, as contrasted with open pasturage.

(107) FEEDER ASSEMBLY. The overhead or under-chassis feeder conductors, including the grounding conductor, together with the necessary fittings and equipment, or a power supply cord listed for mobile home use, designed for the purpose of delivering energy from the source of electrical supply to the distribution panel board within the mobile home.

(108) FESTOONS (SIGN). A string of ribbons, tinsel, small flags, or pinwheels.

(109) FINAL PLAT. A plat map prepared in accordance with the provisions of this Code, which is designed to be placed on record in the office of the County Recorder.

(110) FIRE FIGHTING FACILITIES. Such water supply, water lines, fire hydrants and other protective devices as may be required in accordance with the provisions of this Code.

(111) FLASHING SIGN. (see "Animated sign, Electrically Energized").

(112) FLOOD HAZARD. A hazard to land or improvements due to inundation or overflow water having sufficient velocity to transport or deposit debris, scour the surface soil, dislodge or damage buildings, or erode the banks of water courses.

(113) FLOODLIGHTED SIGN. (see "Illuminated Sign").

(114) FLOOD PLAIN. Areas adjoining any streams, ponds or lakes which are subject to 100 year recurrence interval floods on maps prepared for the National Flood Insurance Program, or a study conducted by anyone else expert and experienced in the preparation of hydrological studies and the determination of flood lines.

(115) FLOOD PLAIN SOILS. Areas subject to periodic flooding and listed in the soil survey prepared by the Soil Conservation Service which encompasses Grantsville City as being on the floodplain or subject to flooding.

(116) FLOOD WAY. An area designated by the Planning Commission and City Council as subject to periodic inundation.

(117) FLOOR AREA. The sum of the areas of the several floors of the building or structure, including areas used for human occupancy or required for the conduct of the business or use, and basements, attics and penthouses, as measured from the exterior faces of the walls. It does not include cellars, solar green houses and/or other solar equipment appurtenant to a solar energy system, unenclosed porches, attics not used for human occupancy, nor any floor space in an accessory building or in the main building intended or designed for the parking of motor vehicles in order to meet the parking requirements of this Code, or any such floor space intended and designed for accessory heating and ventilating equipment.

(118) FREESTANDING SIGN. A sign supported permanently upon the ground by poles or braces and not attached to any building.

(119) FRONT YARD SETBACK. That part of a lot that fronts a public or private street, road or highway, extending the full width of the lot, which is between the front property line and a building. The depth of the front yard is measured from the front property line to the front of the eaves or the front line of the building whichever is closer to the front lot line. Unenclosed stoops (porches) no larger than six foot by six foot or less is not considered the front line of a building.

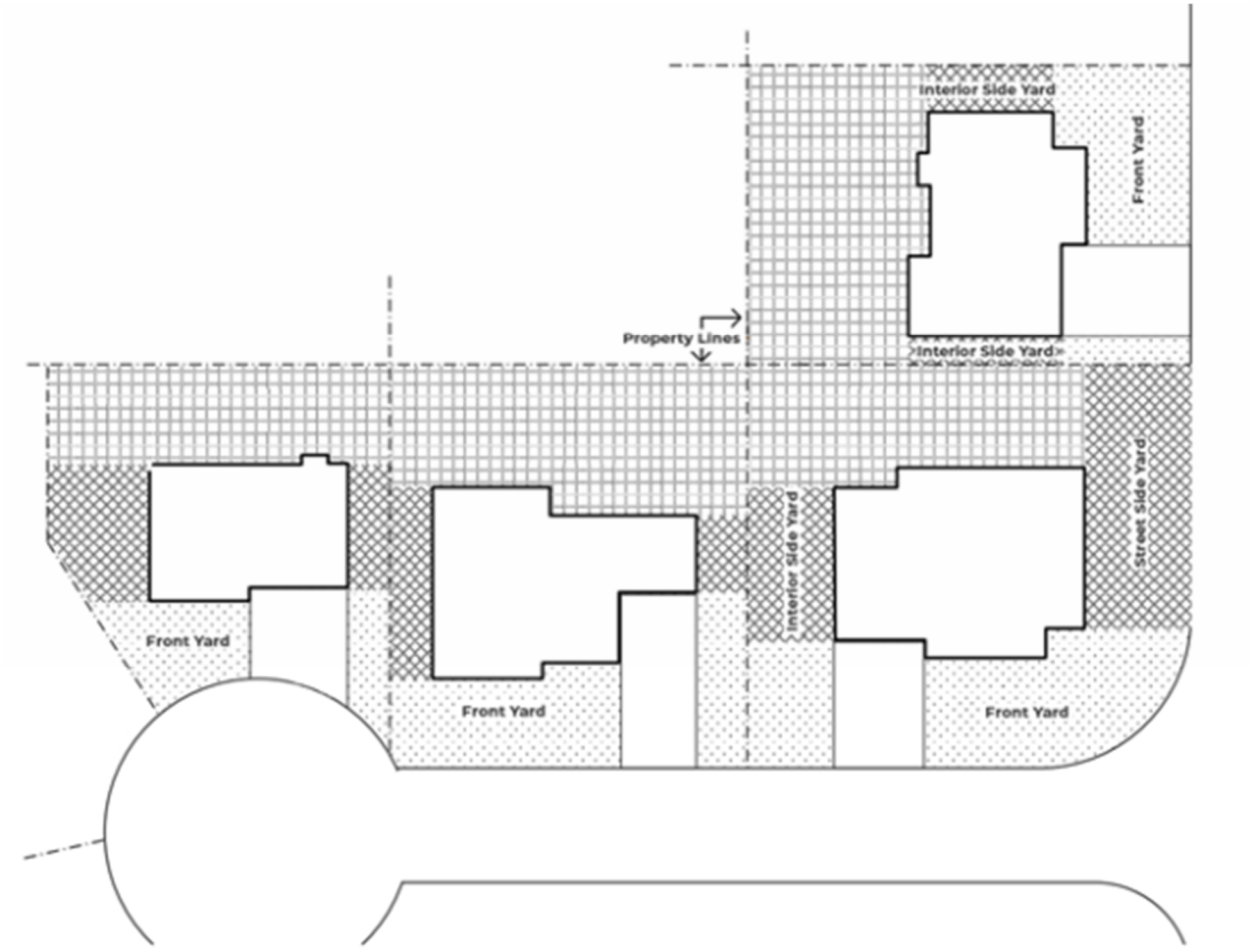
(120) FRONTAGE. All property fronting on side of the street between intersecting or intercepting streets, or between a street and a right-of-way, waterway, end of dead-end street, or political subdivision boundary, measured along the street line. all intercepting street shall determine only the boundary of the frontage on the side of the street which it intercepts, or that common line between a lot and a public street. Street lines across which access is denied or cannot be had because of topography or for other reasons shall not constitute frontage for purposes of this Code.

(121) FRONTAGE, BLOCK. All property fronting on one (1) side of the street between intersecting or intercepting streets, or between a street and a right-of-way, waterway, end of dead-end streets, or political subdivision boundary, measured along the street line. An intercepting street shall determine only the boundary of the frontage on the side of the street which it intercepts, or that common line between a lot and a public street.

(122) FRONTAGE, BUILDING. The length of an outside building wall on a public right-of-way or an approved private road.

(123) FRONTAGE, LOT. The lineal measurement of the front lot line.

(123a) FRONT YARD. The permeable area between the front lot line and the front facade of the main building and extending for the full width of the lot.



(124) GARAGE, PRIVATE. An accessory building designed and/or used for the storage of motor vehicles owned and used by the occupants of the building to which it is accessory, provided that a garage shall be considered part of the dwelling if the garage and dwelling have a roof or wall in common.

(125) GARAGE, PUBLIC. A building or portion thereof, other than a private garage, designed or used for servicing, repairing, equipping, hiring, selling, leasing, renting or storing motor vehicles.

(126) GARAGE, REPAIR. A structure or portion thereof, other than a private garage, used for the repair of self-propelled vehicles, trailers, or boats, including general repair, rebuilding or reconditioning of engines, motor vehicles, recreational coaches, and minor collision service, but not including major body, frame or fender repairs or overall automobile or truck

painting, except by conditional use permit. A repair garage may also include incidental storage, care washing, or sale of automobiles.

(127) GENERAL PLAN. ~~Means a~~ A document that a municipality adopts that sets forth general guidelines for proposed future development of the land within Grantsville City (2.1.9). General Plan also includes what is commonly referred to as a "master plan", or "comprehensive plan".

(128) GEOLOGIC HAZARD. A hazard inherent in the crust of the earth, or artificially created, which is dangerous or potentially dangerous to life, property, or improvements, due to the movement, failure, or shifting of the earth, Geologic hazards include but are not limited to; rockfills, slide areas, flood plains, fault lines, high water table, and ground water problems, such as liquefaction, etc.

(129) GOVERNING BODY. ~~Means t~~ The city council of Grantsville City.

(130) GOVERNMENT SIGN. Any temporary or permanent sign erected and maintained by the City, County, State, or Federal government for traffic direction, or designation to any school, hospital, historical site, or public service property, or facility.

(131) GRADE (LOT GRADE, FINISHED GRADE).

(a) For buildings adjoining one street only, the elevation of the sidewalk at the center of the wall adjoining the street.

(b) For buildings adjoining more than one street, the average of the elevations of the sidewalk at the centers of all walls adjoining the streets.

(c) For buildings having no wall adjoining the street, the average level of the finished surface of the ground adjacent to the centers of all exterior walls of the building.

(d) Any wall parallel or nearly parallel to and not more than 5 feet from a street line is to be considered as adjoining the street.

(132) GROUND ANCHOR. Any device at the mobile home stand designed for the purpose of securing a mobile home to the ground.

(133) GROUND SIGN (also "Blade Sign"). A sign which is anchored to the ground similar to a pylon or freestanding sign, but which has a monolithic or columnar line and which maintains essentially the same contour from grade to top. Height and setbacks are to be the same as for freestanding signs.

(134) GROUP HOMES. A home for certain handicapped or elderly persons as defined by Utah State law as being permitted in residential areas of Grantsville City by conditional use permit. (see Elderly, and Handicapped)

(135) HANDICAPPED PERSON. ~~Means a~~A person who has a severe, chronic disability attributable to a mental or physical impairment, or to a combination of mental and physical impairments, that is likely to continue indefinitely and that results in a substantial functional limitation in three or more of the following areas of major life activity; self-care,

receptive and expressive language, learning, mobility, self-direction or sequence of special economic self-sufficiency; and, requires a combination or sequence of special interdiciniplinary or generic care, treatment, or other services that are individually planned and coordinated to allow the person to function in, and contribute to a residential neighborhood.

(136) HANDICAPPED RESIDENTIAL FACILITIES. A single family dwelling or multiple-family dwelling unit that meets the requirements of Part 6 and any ordinance adopted under authority of that part.

(137) HEIGHT (of a Sign). The vertical distance measured from the highest point of the sign, excluding decorative embellishment, to the grade of the adjacent street or the surface grade beneath the sign, whichever is less. (compare "Clearance")

(138) HOME OCCUPATION. (Amended 7/97) A secondary use conducted upon property used primarily for residential occupancy, which is carried on by persons residing thereon. Such a use must be clearly incidental and secondary to the use of the property for residential purposes and that does not change the character thereof. A home occupation shall not be authorized to use advertising, except as otherwise permitted herein. No public display related to a home occupation shall be authorized and no noise may be created which is audible at the boundaries of the premises. The intent of this definition is that the conditional use permit approving any home occupation shall assure that the character of the premises and of the neighborhood will remain in harmony with the general intent of the zoning district and that, where uncertainty exists, neighborhood residential values shall be considered paramount.

(139) HOSPITAL. An institution providing health services, primarily for in-patients, and medical or surgical care of the sick or injured, including as an integral part of the institution such related facilities as laboratories, out-patient departments, training facilities, central service facilities, and staff offices.

(140) HOTEL. A building designed for or occupied as the more or less temporary abiding place of 16 or more individuals who are lodged for compensation, with or without meals.

(141) HOUSEHOLD PETS. Animals or fowl ordinarily permitted in the house and kept for company or pleasure, such as dogs, cats, and canaries, but not normally dangerous animals, such as lions or tigers. This definition shall not include a sufficient number of dogs as to constitute a kennel as defined in this code.

(142) IDENTIFICATION SIGN. A sign whose copy is limited to the name and address of a building, institution, or person and/or to the activity or occupation being identified.

(143) ILLEGAL SIGN. A sign which does not meet the requirements of this code and which has not received non-conforming status.

(144) ILLUMINATED SIGN. A sign with an artificial light source incorporated internally or externally for the purpose of illuminating the sign.

(145) IMPERVIOUS SURFACE. Impervious surfaces are those that do not absorb precipitation (water) and thus cause ponding and/or runoff. All buildings, parking areas, driveways, roads, sidewalks, and any areas in concrete and asphalt shall be considered impervious surfaces within this definition. In addition, other areas determined by the city engineer to be impervious within the meaning of this definition will also be classed as impervious surfaces.

(146) IMPERVIOUS SURFACE RATIO. The impervious surface ratio is a measure of the intensity of land use. It is determined by dividing the total area of all impervious surfaces within the site by the Base Site Area.

(147) IMPOUND/SECURITY LOT. A security lot fenced with or without guard dog and illuminated, where police or privately impounded vehicles may be kept for legal evidence or other purposes or while awaiting repairs. Normally where damaged vehicles are taken after an accident.

(148) IMPROVEMENTS. Work, objects, devices, facilities, or utilities required to be constructed or installed in a land development. Such improvements may include, but are not limited to, street construction to required standards, water facilities, sewer facilities, sidewalks, curbs and gutters, drainage facilities, street trees, street signs, street lights, traffic control or safety devices, fire hydrants, and such other facilities or construction required by this Ordinance, subdivision regulations, or by the Planning Commission and/or City Council for the necessary proper development of the proposed land development.

(149) IMPROVEMENTS AGREEMENT (DEVELOPMENT AGREEMENT). An agreement between Grantsville City and a developer, wherein the developer agrees to install improvements required by this Code, subdivision regulations, or by the Planning Commission and/or City Council for the necessary proper development of the proposed land development.

(150) INCIDENTAL SIGN. A small sign, emblem, or decal informing the public of goods, facilities, or services available on the premises, e.g., a credit card sign or a sign indicating hours of business.

(151) INOPERATIVE VEHICLE OR TRAILER. Any vehicle or trailer that due to mechanical, electrical, structural problems, or lack of maintenance, cannot operate as it was originally constructed and designed to do or should not be operated due to conditions rendering it as unsafe. This includes any vehicle or trailer that is not currently licensed or which its operation is in violation of local, state and federal laws.

(152) INTERGRATED DEVELOPMENT PLAN. Comprehensive management for best assurance of maintaining standards and conditions of approval is the intent in the administration of a conditional use permit. Therefore every assurance will be required to maximize the meeting of the community's performance standards and minimize the problems of their enforcement through approved comprehensive management plans which have been prepared by the applicant and approved by the City Council. Single responsible management is felt crucial to consistent care and observance of binding regulations in assuring compatibility with the surrounding area of certain developments

negotiated with the community. Agreed upon penalties for violations of the management plan are considered an important integral part of enforcement.

(152a) INTERIOR SIDE YARD. The permeable and visible (not impeded by a fence) area between the lot line and the side facing facade of the main building as illustrated in Drawing 1 (see definition for Front Yard).

(153) JUNK. Any salvaged or scrap copper, brass, iron steel, metal, rope, rags, batteries, paper, wood, trash, plastic, rubber, tires, waste, or other articles or materials commonly designed as junk. Junk shall also mean any dismantled, wrecked or inoperable motor vehicles or parts thereof which remain in such condition for a period of time in excess of sixty days. An automobile, truck or bus shall be considered as inoperable if it is parked or stored on property outside of an enclosed garage and is not currently registered and licensed in this state or another state.

(154) JUNK YARD. The use of any lot, portion of a lot, or tract of land for the storage, keeping or abandonment of junk, including scrap metals or other scrap material, or for the dismantling, demolition or abandonment of automobiles, or other vehicles, or machinery or parts thereof, provided that this definition shall be deemed not to include such uses which are clearly accessory and incidental to any agricultural use permitted in the district.

(155) KENNEL. Any premises where 3 or more dogs older than 4 months are kept.

(156) LAND, AGRICULTURAL. (Amended 8/21/02 to remove term “not including non-conforming uses”). Land used for bona fide agricultural purposes.

(157) LAND, COMMERCIAL. Land used for bona fide commercial purposes, or which is projected for commercial use by the master plan or the zoning ordinance adopted by Grantsville City, except legally existing non conforming uses in areas designated commercial in such ordinance.

(158) LAND DEVELOPMENT STANDARDS. Adopted construction standards, including but not limited to: drawings, tables, charts and references which have been adopted by the City Council by resolution and which set standards for the construction of improvements to land and which regulate said construction of improvements to land.

(159) LAND, INDUSTRIAL. Land used for bona fide industrial purposes or which is projected for industrial use by the general plan or the zoning ordinance adopted by Grantsville City, except legally existing non conforming uses in areas designated industrial in such ordinance.

(160) LAND USE INTENSITY. The degree to which land is used by man ranging from no use to unremitting, continual and concentrated use of the land. Land use intensity is normally measured by: type of use (i.e., agricultural, residential, commercial or industrial; period of use in average hours per day; numbers of humans, associated animals, and machines which occupy the land during the average hours of use; and the percent of the land covered by man-made structures.

(161) LANDSCAPING (LANDSCAPED). ~~Means t~~ The planting, paving and dressing of finished graded earth (dirt) including retaining walls, trees, ground cover, perennial plants and annual plants, etc., and together with an (automatic) irrigation system to maintain the plants alive and flourishing for the length of time the plantings are to be maintained if not in perpetuity.

(162) LATERAL SEWER. A sewer which discharges into another sewer and has only sewer inlets from buildings and structures tributary into it.

(163) LEGISLATIVE BODY. ~~Means t~~ The City Council.

(164) LIGHT MANUFACTURING. Only those processes which clearly do not threaten the natural environment with any more pollution than that normally experienced in the neighborhood or immediate vicinity may be considered light manufacturing and permitted in an area. Uses such as electronics, non-toxic welding or soldering of small items, assemblage of relatively small portable devises, highly controlled testing, and small area accessory warehouses or storage facilities to accommodate the in-house manufactured items with their associated stocks of supplies area allowed.

(165) LIGHT VEHICLE OR EQUIPMENT MAINTENANCE. The performance of routine maintenance tasks such as: changing the oil, checking tire pressure, replacing water hoses, etc., which do not involve the removal, repair or replacement of major mechanical, electrical, hydraulic, pneumatic, or components of the vehicle.

(166) LODGING HOUSE. A dwelling with not more than 10 guest, rooms where, for compensation, lodging is provided for at least 3 but not more than 15 persons, but not including motels or hotels.

(167) LOT. A parcel or unit of land abutting a public street or approved private street, described by metes and bounds and held or intended to be held in separate lease or ownership, or a parcel or unit of land shown as a lot or parcel on a subdivision plat map, planned unit development plat map, or condominium lot map, provided it is created pursuant to this Code.

(168) LOT AREA. The area contained within the property lines of the individual parcels of land shown on a subdivision plat or required by this Code, excluding any area within an existing street right-of-way, or any area required as open space under this Code, and including the area of any easements.

(169) LOT AREA PER DWELLING UNIT, AVERAGE. The average lot area for all dwelling units of a single type. Individual lots may be smaller or larger than the average, provided that the average size is maintained and that all other standards of this Code are met.

(170) LOT, CORNER. A lot abutting upon 2 or more streets at the their intersection or upon two parts of the same street, such streets or parts of the same street forming an interior angle of less than 135 degrees.

(171) LOT DEPTH. The horizontal distance between the front and the rear lot lines measured in the main direction of the side lot lines.

(172) LOT FRONTAGE. The length, in feet, of the front lot line which is co-terminus with the front street line.

(173) LOT FRONTAGE, REQUIRED. The length, in feet, of the front lot line which is co-terminus with the front street line.

(174) LOT HELD IN SEPARATE OWNERSHIP. Shall mean all contiguous land held in one ownership at the time of the passage of this Code.

(175) LOT, INTERIOR. A lot other than a corner lot.

(176) LOT, LEGAL NON-CONFORMING. A lot which was legally created prior to the adoption of this Code.

(177) LOT LINES. The property lines bounding the lot.

(??) LOT LINE ADJUSTMENT. The relocation of the property boundary line in a subdivision between two adjoining lots with the consent of the owners of record.

(178) LOT LINE, FRONT. For an interior lot, the lot line adjoining the street, for a corner lot or through lot, each lot line adjoining a street.

(179) LOT LINE, REAR. Ordinarily, that line of a lot which is opposite and most distant from the front line of the lot. In the case of a triangular or gore-shaped lot, a line 10 feet in length within the parcel parallel to and at a maximum distance from the front lot line. In cases where this definition is ambiguous, the zoning administrator shall designate the rear lot line.

(180) LOT, RESTRICTED. A lot having an average slope of 15 percent or more; a lot which does not contain at least 75 feet by 100 feet, or the minimum size of a lot permitted in the zoning district where located, with an average slope of less than 15 percent; and/or a lot which has vehicular ingress to the main building or structure which, upon completion of construction on the site, has a slope of 15 percent or greater; or a lot subject to geologic hazards.

(181) LOT RIGHT-OF-WAY. A strip of land not less than 16 feet in width connecting a lot to a street for use as private access to that lot.

(182) LOT, UNRESTRICTED. A lot having an average slope of less than 15 percent and containing a buildable area of at least 75 feet by one 100 feet, or the minimum size of a lot permitted in the zoning district in which it is located, with an average slope of less than 15 percent, or as a buildable area designated as such on the subdivision plat in which the lot is located, if the average slope of the lot is greater that 15 percent.

(183) LOT WIDTH. The horizontal distance between the side lot lines, measured at the required front yard setback line or rear yard setback line, whichever is shorter.

(184) LOW PROFILE SIGN (Also "Monument Sign"). A sign mounted directly to the ground with maximum height not to exceed six (6) feet.

(185) MAIN USE OR BUILDING. The principal use which will occur on a lot or the principal structure to be used by the principal use on a lot, to which all other uses and structures are necessary.

(186) MAINTENANCE, SIGN. For the purposes of this Ordinance, the cleaning, painting, repair, or replacement of defective parts of a sign in a manner that does not alter the basic copy, design, or structure of the sign.

(187) MAINTENANCE, VEHICLE OR EQUIPMENT. The maintenance or repair of a vehicle or piece of equipment that is other than routine maintenance, which the result of is to make it operable or safe to operate. May involve; the removal and/or replacement of major mechanical, electrical, hydraulic, pneumatic or other components, modifications in design, operation or structure.

(188) MAJOR STREET PLAN. A map of Grantsville City which shows the existing and future public street system and which has been officially adopted by the Planning Commission and City Council as the major street plan for Grantsville City.

(189) MANSARD. A sloped roof or roof-like facade architecturally comparable to a building wall.

(190) MANUFACTURED HOUSING. A transportable factory built housing unit constructed on or after June 15, 1976, according to the Federal Home Construction and Safety Standards Act of 1974 (HUD Code), in one or more sections, which, in the traveling mode is eight body feet or more in width, or 40 body feet or more in length, or when erected on site, is 400 or more square feet, and which is built on a permanent chassis and designed to be used as a dwelling with or without a permanent foundation when connected to the required utilities, and includes the plumbing, heating, air-conditioning, and electrical systems. All manufactured homes constructed on or after June 15, 1976, shall be identifiable by the manufacturer's data plate bearing the date the unit was manufactured and a HUD label attached to the exterior of the home certifying the home was manufactured to HUD standards.

(191) MARKET ANALYSIS. An economic analysis of the feasibility of a project.

(192) MARQUEE. A permanent roof-like structure or canopy of rigid materials supported by and extending from the facade of a building. (compare "Awning")

(193) MARQUEE SIGN. Any sign attached to or supported by a marquee structure.

(194) MOBILE HOME. A transportable factory built housing unit built prior to June 15, 1976, in accordance with a state mobile home code which existed prior to Federal Manufacturing Housing and Safety Standards Act (HUD Code).

(195) MOBILE HOME LOT. A space designed and approved by Grantsville City for occupancy by mobile homes, and meeting all requirements of this Code.

(196) MOBILE HOME PARK. A parcel of land that has been planned and improved for the placement of mobile homes for non-transient use and consisting of two or more mobile

home spaces, where the entire project is to be under single ownership or management and meets all of the requirements of this Code for mobile home parks.

(197) MOBILE HOME SERVICE EQUIPMENT. That equipment containing the disconnecting means, over current protective devices, and receptacles or other means for connecting a mobile home feeder assembly.

(198) MOBILE HOME SPACE. A space within a mobile home park designed and to be used for the accommodation of mobile home.

(199) MOBILE HOME STAND. That part of the mobile home space which has been reserved for the placement of the mobile home and its appurtenant structures or additions.

(200) MOBILE HOME SUBDIVISION. A subdivision designed and intended for residential use where the lots are to be individually owned or leased, and occupied by mobile homes.

(201) MODULAR UNIT. A structure built from sections which are manufactured in accordance with the construction standards adopted pursuant to Section 58-56-4 of the Utah Code and transported to a building site, the purpose of which is for human habitation, occupancy, or use.

(202) MONUMENT SIGN. (see "Low Profile Sign").

(203) MOTEL. A building or group of buildings for the accommodation of transient guests, comprising individual sleeping or living units, and designed and located to serve the motoring public.

(204) MUNICIPALITY. ~~Means~~ Grantsville City, other cities or a town.

(205) NATURAL RETENTION AREA. An area of poorly drained soils which lies along stream channels or swale or is adjacent to flood plain soils, which is subject to periodic flooding.

(206) NON CONFORMING USE. ~~Means a~~ A use of land that does not conform with current zoning regulations, but, legally existed before its current zoning designation and has been maintained continuously since the time the zoning regulation governing the land changed.

(207) NON CONFORMING SIGN.

(a) A sign which was erected legally, but which does not comply with subsequently enacted sign restrictions and regulations. (b) A sign which does not conform to the sign code requirements, but for which a conditional use permit has been issued.

(208) NON CONFORMING STRUCTURE. ~~Means a~~ A structure that legally existed before the current zoning designation and because of subsequent zoning changes, does not conform with the zoning regulation's setback, height restrictions, or other regulations that govern the structure.

(209) NURSING HOME (ALSO REST HOME OR CONVALESCENT HOME). A home for the aged, chronically ill, or incurable persons in which three or more persons not of the immediate family are received, kept, or provided with food and shelter or care for compensation; but

not including hospitals, clinics, or similar institutions devoted primarily to the diagnosis and treatment of the sick or injured.

(210) OCCUPANCY. The portion of a building or premises owned, leased, rented, or otherwise occupied for a given use.

(211) OCCUPIED AREA. The total of all of the lot area covered by a mobile home and its accessory buildings on a mobile home lot.

(212) OFFICIAL MAP. A map of proposed streets that has the legal effect of prohibiting development of the property until the City develops the proposed street.

(213) OFF-PREMISE SIGN (also "BILLBOARD"). A sign structure advertising an establishment, merchandise, service, or entertainment, which is not sold, produced, manufactured, or furnished at the property on which said sign is located, e.g., "billboards" or "outdoor advertising".

(214) OFF-SITE DIRECTIONAL SIGN. A sign which provides directional assistance to access an establishment conveniently and safely. Such signs shall be limited by the Zoning Administrator in size, height, and placement as justified.

(215) OFF-STREET PARKING SPACE. The space required to park passenger vehicle, which space shall meet the requirement of this Code.

(216) OFF-SITE IMPROVEMENTS. Improvements not on individual lots but generally within right-of-way and the boundaries of the development which they serve, and as further outlined in this Code.

(21 7) ON-SITE IMPROVEMENTS. Construction or placement of the main building, and its appurtenant improvements on a lot.

(218) ON-PREMISE SIGN. A sign which pertains to the use; product or commodity sold; service performed on the premise and/or property on which it is located.

(219) OPEN SPACE. Land used for recreation, agriculture, resource protection, amenity, historical preservation, or buffers, and is protected by the provisions of this Code to ensure that it remains in such uses.

(220) OPEN SPACE, IMPROVED. Park area that is improved as part of a residential development. Improved open space may include, but need not be limited to, lawns, landscape areas, improved/paved trails, active recreation areas, children's playgrounds, swimming pools, ball fields, multi-purpose courts, tennis courts, and other approved park improvements. The design and included elements in required improved open space are approved at the discretion of the planning commission and city council.

(221) OPEN SPACE, USABLE. Usable open space shall be any portion of a lot or building which meets all the following conditions:

(a) The open space shall be open to the sky or shall be open to view on at least two sides.

(b) The space shall be readily accessible by foot traffic from the dwelling unit to which it is accessory.

(c) If the space is provided on a balcony, roof, or other facility above grade, it shall have such protective devices as are deemed necessary by the building inspector to assure reasonably safe usage by the children and adults.

(d) The space shall not be provided from any required front or side yard, parking area, or driveway space.

(222) OWNER. The holder of the fee title to land or buildings or to property, whether a person, partnership, corporation, or other entity recognized by law, and his or its lessees, permittee, assignees, or successors in interest.

(223) OVERHANGING SIGN. (see "Mansard, Roof Sign").

(224) PAINTED WALL SIGN. Any sign which is applied with paint or similar substance on the surface of a wall.

(225) PARAPET. The extension of a false front or wall above a roofline.

(226) PARCEL OF LAND. (See "Lot").

(227) PARKING FACILITY (PARKING LOTS, PARKING STRUCTURES). A building or open area, other than a street, used for the parking of more than 4 automobiles and available for public use, whether free, for compensation, or accommodation for clients or customers.

(228) PARKING LOT. An open area, other than a street, used for the parking of automobiles and available for public use, whether free, for compensation, or accommodation for clients or customers.

(229) PASSIVE SOLAR SYSTEM. A direct thermal system which utilizes the structure of a building and its operable components to provide for collection, storage and distribution of heating or cooling during the appropriate times of the year, by utilizing the climate resources available at the site. It includes those portions and components of a building that are expressly designed and required for the collection, storage, and distribution of solar and the architectural and engineering design or system simulation necessary to balance or optimize passive components.

(230) PEDESTAL SIGN. A temporary and/or movable sign supported by a column(s) and a base so as to allow the sign to stand in an upright position.

(231) PEDESTRIAN-WAY (WALKWAY OR CROSS-WALK). A right-of-way designed for use by pedestrians and not intended for use by motor vehicles of any kind; a pedestrian- way may be located within or without a street right-of-way, at grade, or grade-separated from vehicular traffic.

(232) PERMANENT MONUMENT. Any structure of concrete, masonry and/or metal permanently placed on or in the ground, including those expressly placed for surveying reference, which meets the requirements of Grantsville City for permanent monuments.

(233) PERMITTED USE. A use of land which is allowed within a particular district without the necessity of obtaining a conditional use permit.

(234) PERSON. ~~Any individual, corporation, association, firm, partnership, or similarly defined interest.~~

An individual, corporation, partnership, organization, association, trust, governmental agency, or any other legal entity.

(235) PLANNED UNIT DEVELOPMENT (PUD). An integrated design for development of residential, commercial or industrial uses, or limited combination of such uses, in which the density and location regulations of the district in which the development is situated may be varied or waived to allow flexibility and initiative in site and building design and location, in accordance with an approved plan and imposed requirements. Planned unit development regulations may govern the subdivision of land if it is proposed by the development to sell individual lots in the planned unit development. Thus planned unit development regulations can be subdivision regulations which may be chosen by the developer as an alternative to specifically designated subdivision regulations of this Code, to become effective only through the planned unit development approval process.

(236) PLANNING COMMISSION. The Planning Commission of Grantsville City.

(??) PLAT. An instrument subdividing property into lots as depicted on a map or other graphical representation of lands that a licensed professional land surveyor makes and prepares in accordance with Utah Code Ann. Section §10-9a-603 (2023), §57-8-13 (2003).

(237) POLE COVER (SIGN). Cover enclosing or decorating poles or other structural supports of a sign.

(238) POLITICAL SIGN. A temporary sign used in connection with a local, state, or national election or referendum.

(239) PORTABLE SIGN. Any sign designed to be moved easily and not permanently affixed to the ground or to a structure or building.

(240) PREFABRICATED HOUSING. (See Modular Home).

(241) PREMISES. A parcel of land with its appurtenances and buildings which, because of its unit of use, may be regarded as the smallest conveyable unit of real estate for that zoning district.

(242) PRELIMINARY PLAT. A drawing, to scale, representing a proposal to subdivide a tract, lot or parcel of land, and meeting the preliminary plat requirement of this ordinance.

(243) PRE-SECTIONED HOME. (See Modular Home).

(244) PRIME AGRICULTURAL SOILS. Areas of soils most suited for agriculture, those in capability units 1, 11, or 111, as indicated in the soil survey prepared by the Soil Conservation Service which encompasses Grantsville City.

(245) PRINCIPAL USE. Any use which is named and listed in the use regulations and other provisions of this Code, except those uses specifically designated as accessory uses; any use which is or may be conducted on a lot independently or any other use on the lot and not incidental or accessory to any other use on the lot; any use which establishes the primary activity on a lot.

(246) PRIVATE NON-PROFIT RECREATIONAL GROUNDS AND FACILITIES. Non-profit recreational grounds and facilities operated by a non-profit corporation, association, or group.

(247) PRIVATE STREET. (Amended 5/97, 2/00, 9/07, 2/09) A privately owned way or lane which affords the principal means of access to property. A private street which serves up to two (2) dwelling units shall have a right of way width of not less than 30 feet and shall be constructed and maintained with an all weather dustless surface that meets the specifications of the City for a standard residential street section, except that the base course need only be 20 feet wide with a slope or crown of 2 to 4%, no bituminous surface course need be applied and said street shall have a shoulder v-ditch with a slope of 6 to 8%. Private streets that serve more than two dwelling units or any business activity shall be constructed and maintained according to the City standards and specifications for a "standard residential street." Any private street that is longer than 150 feet shall have a cul-de-sac or hammerhead at the end thereof. The dimensions or layout of any required cul-de-sac or hammerhead shall comply with City's standards and specifications for public cul-de-sac or the minimum specifications of the current International Fire Code for hammerheads. The developer or owner(s) of a private street shall place a street sign at the intersection of the private street and all public streets, indicating the name of the private street, the north or east coordinate and that the street is a "private street". The location and specifications for the private street sign shall be determined by the City Public Works Director.

(248) PROCESS OR PROCESSING. The act, business or procedure of taking raw, extracted or preprocessed material and adding to or taking away from it, to produce a product that is purer, used, marketed, or uniquely different than the original raw material or product before the procedure was enacted.

(249) PROFESSIONAL TEAM, QUALIFIED. An individual(s) qualified by virtue of training, experience, state licensing where appropriate and membership in professional associations which pass upon qualifications prior to admittance to membership. A determination of whether or not a team is qualified, in the sense explained above, shall be made solely by the Planning Commission.

(250) PROJECTING SIGN. A sign, other than a flat wall sign which is attached to and projects from a building wall or other structure not specifically designed to support the sign.

(251) PROPERTY SIGN. A sign related to the property upon which it is located and offering such information as the address, the property, warning against trespassing, any hazard, or other danger on the property. (see "Identification Sign")

(252) PROTECTION STRIP. A strip of land between the boundary of a land development and a street within the land development, for the purpose of controlling the access to the street by property owners abutting the land development.

(253) PUBLIC FACILITIES AND PUBLIC SERVICE FACILITIES. For the public convenience, certain infrastructure including streets, water lines, sewer lines, public utilities and drainage facilities may be allowed to serve various areas of the community, as public facilities. Possible additional facilities such as a sub-station for fire and/or police, post office and/or hospital may be determined to be in the public interest as well, as public service facilities by Grantsville City.

(254) PUBLIC STREET. A public way which affords principal means of access to abutting properties.

(255) PUBLIC SYSTEM (WATER OR SEWAGE). A system which is owned and operated by a local governmental authority or by an established public utility company which is adequately controlled by a governmental authority. Such systems are usually existing systems serving a municipality, a township, an urban county, or a water or sewer district established and directly controlled under the laws of the state of Utah.

(256) QUASI-PUBLIC. A seemingly public institution, entity or organization that is not actually public. (Because of an independent or private control over it)

(257) REAL ESTATE SIGN. A temporary sign advertising the real estate upon which the sign is located as being for rent, lease, or sale.

(258) REAR YARD REGULATIONS (REAR SETBACK). That part of a lot that adjoins another lot, alley, street, road or highway, which does not provide the main access to the lot, if any access at all is allowed, between the rear line of the building and the rear lot line, and extending the full width of the lot. The length of the rear yard is measured from the rear lot line to the eaves or the rear (back) line of a building whichever is closer to the rear lot line. Unenclosed stoops of six foot by six foot or less is not considered the rear line of a building.

(259) RECREATION DWELLING (CABIN, RECREATION CABIN). A dwelling designed for limited rather than primary occupancy and generally located adjacent to or with easy access to recreational area. The primary purpose for the construction of such a dwelling is to provide shelter during those limited periods of time when recreation is sought in the adjacent areas.

(260) RECREATIONAL VEHICLE (RECREATIONAL COACH). A vehicle with or without motive power, designed and constructed to travel on public streets, and designed for use as a human habitation of a temporary and recreational nature.

(261) RECREATIONAL VEHICLE PARK (TRAVEL TRAILER PARK). Any area or tract of land or a separately designated section within a mobile home park where lots are rented or held out for rent to one or more owners or users of recreational vehicles for a temporary time not to exceed 30 consecutive days.

(262) RECREATIONAL VEHICLE SPACE. A plot of ground within a recreational vehicle park designated and intended for the accommodation of recreational vehicle.

(??) RECORD OF SURVEY MAP. A map of a survey of land prepared in accordance with Utah Code Ann. Section §10-9a-603 (2023), Section §17-23-17 (2023), Section §17-27a-603 (2023), §57-8-13 (2003).

(263) RENEWABLE ENERGY. That form of energy whose supply is natural, inexhaustible and not dependent upon fossil fuel supplies. Examples include residential solar heat, wind power, geothermal power and many other supply sources.

(263.1) RESIDENTAIL DRIVEWAY. A driveway providing vehicular access to property used for residential purposes. This includes driveways for single family detached/attached and two-family structures.

(264) RESIDENTIAL FACILITY FOR ELDERLY PERSONS. ~~Means a~~ A single-family or multiple-family dwelling unit that meets the requirement of Chapter 8 of this Code and any ordinance adopted under authority of that chapter.

(265) RESIDENTIAL FACILITY FOR HANDICAPPED PERSONS. ~~Means a~~ A single-family or multiple-family dwelling unit that meets the requirements of Chapter 8 of this Code and any ordinance adopted under authority of that chapter.

(266) RESIDUAL LAND. That land which does not meet the minimum standards for a lot and therefore must be attached and become part of another parcel which does or will conform to lot minimum standards, or be attached to public land for public purposes.

(267) RIGHT-OF-WAY. That portion of land dedicated to public use for street and/or utility purposes or maintained in private use for similar purposes.

(268) ROADWAY WIDTH. For a street with battered or roll curb to back of curb, otherwise the width of the actual paved surface.

(269) ROOFLINE. The top edge of a roof or building parapet, whichever is higher, excluding any mansards, cupolas, pylons, chimneys or minor projections.

(270) ROOF SIGN. Any sign erected partly or wholly over or on the roof of a building. A structure having main supports embedded in the ground shall not be considered to be a roof sign even if the sign's supports pass through a roof, canopy, or parapet of a building. (compare "Mansard, "Wall Sign")

(271) ROTATING SIGN. (see "Animated Sign , Mechanically Energized").

(??) SANITARY SEWER AUTHORITY. The department, agency, or public entity with responsibility to review and approve the feasibility of sanitary sewer services or onsite wastewater systems.

(272) SCHOOL, PRIVATE. A school which is operated by a quasi-public or private group, individual, or organization, for profit or non-profit and which has a curriculum similar to that provided in any public school whether or not a complete educational curriculum.

(273) SCHOOL, PUBLIC. A school operated by a school district or other public agency in the State of Utah.

(274) SECURITY SURVEILLANCE. When security is a paramount concern to a project, it may require continuous and comprehensive surveillance of the private streets if access is only through a guarded gate. Under these circumstances it is in the interests of the public to vary requirements sufficient to permit total control of a manager.

(275) SEWER CONNECTION. A connection consisting of all pipes, fittings, and appurtenances from the drain outlet of the mobile home to the inlet of the corresponding sewer riser pipe of the sewage system serving the mobile home development.

(276) SEWER RISER PIPE. That portion of the sewer which extends vertically to at least ground elevation and terminates at each mobile home stand.

(277) SIDE YARD SETBACK. That part of a lot that adjoins another lot, between the side line of the building and the side lot line, and extending from the Front yard setback to the Rear Yard setback. The width of the side yard is measured from the lot line to the end of the eaves or the side line of a building whichever is closer to the side lot line. Unenclosed stoops of six foot by six foot or less is not considered the side line of a building.

(278) SIGN. Any device, structure, fixture, or placard using graphics, symbols, and/or written copy for the primary purpose of identifying, providing directions, or advertising any establishment, person, entity, interest, product, goods, or services. It includes any structural supports, lighting systems, attachments, ornaments or other features.

(279) SIGN, AREA OF.

(a) Projecting and Freestanding - the area of a freestanding or projecting sign shall have only one side of any double or multiple-faced sign counted in calculating its area. The area of the sign shall be measured as follows if the sign is composed of one (1) or more individual cabinets. A rectilinear line of not more than eight (8) sides shall be drawn around and enclosing the perimeter of each cabinet or module. The area shall then be summed and totaled to determine total area. The perimeter of measurable area shall not include embellishments such as pole covers, framing, decorative roofing, support structures, etc., provided that there is no written advertising copy on such embellishments.

(b) Wall Sign - The area shall be within a single, continuous perimeter composed of any rectilinear line, geometric figure which encloses the extreme limits of the advertising message, If the sign is composed of individual letters or symbols using the wall as the background with no added decoration, the total sign area shall be calculated by measuring the area within the perimeter of each symbol or letter. The combined areas of the individual figures shall be considered the total sign area.

(280) SIGN CLEARANCE. The smallest vertical distance between the grade of the adjacent street, highway, or street curb and the lowest point of any sign, including framework and embellishment, if extended over that grade.

(281) SIGN, ELECTRONIC MESSAGE. (see "Animated Sign, Electrically Energized").

(282) SIGN, FREE-STANDING. (see "Freestanding Sign").

(283) SIGN IDENTIFICATION AND INFORMATION. (see "Identification Sign").

(284) SIGN ILLUMINATED. (see "Illuminated Sign").

(285) SIGN, MARQUEE. (see "Marquee Sign").

(286) SIGN SETBACK. The minimum distance that any portion of a sign or sign structure shall be from any street right-of-way line and yard line coterminous with a street or road.

(???) SINGLE USE RESIDENTIAL DEVELOPMENT. A development that contains only single family dwellings, two family dwellings or townhomes which are subject to the processes prescribed in Utah Code Ann. §10-9a-604.1 (2023) and 10-9a-604.2 (2023)

(287) SITE. A parcel or parcels of land intended to have one or more buildings or intended to be subdivided into one or more lots.

(288) SITE AREA. All land area within the site as defined in the deed. Area shall be determined from an actual survey rather than from a deed description.

(289) SITE PLAN (PLOT PLAN). A plan required by and providing the information required by this ordinance.

(290) SKETCH PLAN. A generalized layout of a proposed subdivision or development, with accompanying general proposal and intentions of the subdivider or developer, and relating the proposed subdivision or development to its area, public, utilities, facilities, services, and to special problems which may exist in the area.

(291) SKY SPACE. That portion of the sky that must remain unobstructed for a solar collector to operate effectively. The skyspace can be measured for specific time of year use and location . (See " SOLAR ACCESS").

(292) SNIPE SIGN. A temporary sign or poster affixed to a tree, fence, etc.

(293) SOLAR ACCESS. The availability of sunlight to solar collectors and solar energy systems. Solar access to a site depends upon the specific system type and most often demands rooftop, south wall, south lot or detached collector protection.

(294) SOLAR ENERGY CONVERSION SYSTEM. Includes active, passive and photo voltaic solar systems which when placed on a structure to supply energy to that structure.

(295) SOLAR GREENHOUSE / SUNSPACE / SUNPARLOR. An attached space to a building or residence which may provide heat and/or food to users as part of a passive solar energy system.

(296) SPECIAL DISTRICT. ~~Means a~~ All entities established under authority of Title 1 7~~A~~B and any other governmental or quasi-governmental entity that is not a county, municipality, school district, or unit of the state.

(??) SPECIFIED PUBLIC UTILITY. An electrical corporation, gas corporation, telephone corporation, franchise or other quasi-public utility as those terms are defined in Utah Code Ann. Section §54-2-1 (2016).

(297) SPORTSMAN PERMIT. The keeping of up to five dogs by their owner in a residential area pursuant to GCC 4-1-32(B) pursuant to a conditional use permit and license issued by the City Council.

(298) SPOT ZONE. A zoning amendment which singles out a relatively small parcel for a use classification totally different from that of the surrounding area, for the benefit of the owner of such property, which is invalid because it is not in accordance with a comprehensive plan.

(299) STABLE, PRIVATE. A detached accessory building for the keeping of livestock owned by the occupants of the premises and not kept for hire, renumeration, or sale.

(300) STABLE, PUBLIC. A detached accessory building where horses are boarded and/or kept for hire.

(301) STATE STORE. A facility for the sale of package liquor located on premises owned or leased by the state of Utah and operated by state employees. State store does not apply to any licensee, permittee, or to package agencies.

(302) STEEP SLOPES. Areas where the average slope exceeds 8 percent which, because of this slope, are subject to high rates of storm water runoff and therefore erosion.

(303) STORY, HALF. A partial story under a gable, hip, or gambrel roof, the wall plates of which are on at least two opposite exterior walls, do not extend more than four feet above the floor of such story, and the ceiling area of which does not exceed 2/3 of the floor area of ground, or attachment to something having a fixed location upon the ground, includes "building."

(??) STREET. A public right-of-way, including a highway, avenue, boulevard, parkway, road, lane, walk, alley, viaduct, subway, tunnel, bridge, public easement, or other way, and which may be classified as Rural, Residential, Local, Collector, Arterial, and Main Street or as otherwise defined in the Grantsville City Street Master Plan.

(304) STREET AND ROAD SYSTEMS. (AMENDED 5/97 & 11/06) (see Technical Specifications and Standard Drawings for Streets).

(a) Arterial - A limited access street which is designed to carry through traffic with their only access being from Collector streets and State roads at intervals of no less than 1/2 mile. Arterial streets are intended to serve 3500 to 8000 average daily trips when the service area is fully developed.

(b) Collector - A street which is designed to intercept traffic from a standard residential road. Collector streets are intended to serve up to 1500 average daily trips from 150 to 500 residential or equivalent units.

(c) Cul-de-sac - A street which is designed to remain permanently closed at one end with the closed end terminated with a vehicular turnaround.

(d) Local – A street which creates the intercity grid network and functions to move traffic from Residential streets to Collector streets.

(e) Public Street - A street or road which has been dedicated or abandoned to the public and accepted by the proper public authority and affords principal access to abutting properties.

(f) Rural – A street located in outlying areas where volumes are less than a design hourly volume of 100 and intrusions such as driveways are greater than 1/4 mile apart with intersections being spaced no less than 1 mile apart.

(g) Residential or Standard Residential - A street which is designed to serve abutting land uses only. Standard residential streets are intended to serve up to 1500 average daily trips from no more than 150 residential or equivalent units. Residential streets may be developed to a Rural Residential Road Standard if the street meets criteria found in the Grantsville City Street Master Plan.

(h) Stub Streets - A street or road extending from within a subdivision boundary and temporarily terminating with temporary turnaround (cul-de-sac). Stub streets are provided to permit adjacent undeveloped parcels of land to be developed later by continuing the stub street to a connecting street.

(304a) STREET SIDE YARD. The permeable and visible (not impeded by a fence) area between the secondary street lot line and the side facing facade of the main building as illustrated in Drawing 1 (see definition for Front Yard).

(305) STRUCTURE. Anything constructed, the use of which requires fixed location on the ground or attachment to something having a fixed location on the ground, includes "building".

(306) SUBDIVIDER (DEVELOPER). ~~Means a~~ Any person, firm, corporation, partnership or association who causes land to be divided into a subdivision for himself/herself or others; a developer.

(??) SUBDIVISION. Any land that is divided, resubdivided or proposed to be divided into two or more lots, parcels, sites, units, plots, or other division of land for the purpose, whether immediate or future, for offer, sale, lease, or development either on the installment plan or upon any and all other plans, terms, and conditions.

"Subdivision" includes:

(1) the division or development of land whether by deed, metes and bounds description, devise and testacy, map, plat, or other recorded instrument, regardless of whether the division includes all or a portion of a parcel or lot; and

(2) except as provided for in the following Subsection regarding the division or partition of agricultural land, divisions of land for residential and nonresidential uses, including land used or to be used for commercial, agricultural, and industrial purposes.

"Subdivision" does not include:

(1) a bona fide division or partition of agricultural land for the purpose of joining one of the resulting separate parcels to a contiguous parcel of unsubdivided agricultural land, if neither the resulting combined parcel nor the parcel remaining from the division or partition violates an applicable land use ordinance;

(2) a boundary line agreement recorded with the Tooele County Recorder's Office between owners of adjoining parcels adjusting the mutual boundary in accordance with Utah Code Ann. Section §10-9a-524 (2021) if no new parcel is created;

(3) a recorded document , executed by the owner of record;

(a) revising the legal descriptions of multiple parcels into on legal description encompassing all such parcels; or

(b) joining a lot to a parcel.

(4) a boundary line agreement between owners of adjoing subdivided properties adjusting the mutual lot line boundary in accordance with Utah Code Ann. Sections §10-9a-524 (2021) and §10-9a-608 (2023) if:

(a) no new dwelling lot or housing unit will result from the adjustment; and

(b) the adjustment will not violate any applicable land use ordinance;

(5) a bona fide division of land by deed or other instrument if the deed or other instrument states in writing that the division;

(a) Is in anticipation of future land use approvals on the parcel or parcels;

(b) Does not confer and land use approvals; and

(c) Has not been approved by the land use authority;

(6) a parcel boundary adjustment;

(7) a lot line adjustment;

(8) a road, street, or highway purpose; or

(9) any other division of land authorized by law.

~~(307) SUBDIVISION (See "DEVELOPMENT"). Means any land that is divided, re- subdivided, or proposed to be divided into two or more lots, parcels, sites, units, plots, or other division of land for the purpose, whether immediate or future, for offer, sale, lease, or development either on the installment plan or upon any and all other plans, terms, and conditions. It also includes the division or development of land whether by deed, metes and bounds description, devise and testacy, lease, map, plat, or other recorded instrument; and divisions of land for all residential and nonresidential uses, including land used or to be used for commercial, agricultural, and industrial purposes.~~

(308) SUBDIVISION, CLUSTER. A subdivision of land in which the lots have areas less than the minimum lot area of the district in which the subdivision is located, but which complies with the cluster subdivision provisions of this Ordinance and in which a significant part of the land is privately reserved or dedicated as permanent common open space to provide low-density character for the residential lots in the subdivision.

(309) SUBDIVISION IDENTIFICATION SIGN. A freestanding or wall sign identifying a recognized subdivision, condominium complex, or residential development.

(310) SUBDIVISION, MINOR. A subdivision of four (4) or less lots, which is not traversed by the mapped lines of a proposed street as shown in the general plan of Grantsville City, does not require the dedication of any land for street or other public purposes and each lot in the subdivision meets the frontage, width and area requirements of this zoning ordinance and Grantsville City zoning maps.

(311) SUBDIVISION VACATION. The process of removing from record a section of land that was subdivided into plats for development or sale, lease or to offer for sale. The subdivision

area vacated ceases to exist, and the land is one parcel, and must be re- subdivided to sell in smaller sections.

(312) SWIMMING POOL. An accessory use subject to all state and local regulations governing safety and health, which requires a conditional use permit.

(313) TECHNICAL REVIEW COMMITTEE. The Zoning Administrator, with the approval of the Mayor, may designate and appoint certain professionals, officials and other competent resource persons to serve as advisors, meeting as a Technical Review Committee to assist her/him, and serve as Planning Commission staff for the purpose of evaluating applications for Planning Commission action.

(314) TEMPORARY SIGN. A sign not constructed or intended for long-term use, with a maximum time period of ninety (90) days.

(315) TEMPORARY USE. Any use of land which, in the determination of the Planning Commission, and approved by the City Council shall not extend beyond 2 years from inception of such land use. A determination as to whether or not a land use is temporary shall be based solely upon facts submitted to the Planning Commission at the time of application for a conditional use permit for a temporary use. Unless found to be temporary, any use of the land shall be presumed to be permanent. Such uses include construction facilities, emergency facilities as well as interim uses of land and buildings awaiting ultimate use, i.e. pasture for a few months before construction begins, a carnival, fair, sports field, staging area, etc.

(316) TIEDOWN. Any device designed for the purpose of anchoring a mobile home to ground anchors.

(317) TWIN HOME DWELLINGS. (Amendment 7/97) A two-family dwelling that is divided into attached single-family dwellings as the result of a division of the property upon which the two dwellings are situated into two separate lots along the common wall of the two single-family dwellings. The adjoining lots occupied by a twin home shall have the minimum square footage required for any lot in the zoning district in which the property is located, plus the additional square footage required for an additional dwelling unit in the same zone. Twin home dwellings shall be either approved as a part of an initial subdivision application and approval process or as a result of the subdivision amendment process specified by the provisions of Chapter 21, Section 10 of this Code.

(317) TWIN COMMERCIAL UNITS (06/06). A twin commercial unit is a commercial building or structure that is located on two adjoining lots, is separated by a common wall and the common wall is located on the lot line. The adjoining lots occupied by a twin commercial unit shall have the minimum square footage required for any lot in the zoning district in which the property is located. Twin commercial Units may be approved as a part of an initial subdivision approval process or may be approved as a conditional use for existing lots in specified commercial and industrial zoning districts. The ownership of each portion of a twin commercial unit shall run with the land that it is located upon.

(318) UNDER-CANOPY SIGN. A sign suspended beneath a canopy, ceiling, roof, or marquee.

(319) UNINCORPORATED. ~~Means t~~ The area outside of the incorporated boundaries of Grantsville City. That area that falls under the jurisdiction of Tooele County.

(320) UNLICENSED MOTOR VEHICLES. Any vehicle which initially was designed or constructed to be self-propelled and which is not currently registered or licensed by the State of Utah, but does not include vehicles exempt from registration under Section 41-22-9 Utah Code Annotated, 1953, as amended. "Unlicensed Motor Vehicle" does not include any motor vehicle kept or stored at an approved impound lot or commercial storage yard.

(321) URBAN SERVICES. Those services normally associated with urban living, including but not limited to the following; electricity, natural gas, streets, schools, culinary water, sewage collection and treatment facilities, and police and fire protection.

(322) USE. The purpose for which a building, lot, sign or structure is intended, designated, occupied, or maintained.

(323) "V" SIGN. A sign consisting of two essentially equal faces, positioned at an angle subtending less than 179 degrees.

(324) VICINITY MAP (LOCATION MAP). A map or drawing, not necessarily to scale, showing where a subdivision, or proposed subdivision, PUD, commercial development, or other property is located.

(325) VICINITY PLAN. A map or drawing, to scale, of any area proposed for development, showing existing and proposed streets, buildings, public facilities and utilities within the general influence area of the proposed project such as mile radius; boundaries of zoning districts , taxing districts, and other special districts on and in the immediate vicinity of the land proposed for project; water course, impoundments, streams, springs, wells and areas subject to continuous or occasional flooding on and in the immediate vicinity of the land proposed for project and significant vegetative patterns on and in the immediate vicinity of the land proposed for development.

(326) VIEW-OBSCURING FENCE, WALL OR HEDGE. A fence, wall, or hedge of vegetation growth which prevents full view of property on one side by a viewer standing on the other side.

(327) WALL SIGN. A sign attached essentially parallel to and extending not more than twenty-four (24) inches from the wall of a building with no copy on the sides or edges. This definition includes painted, individual letters, and cabinet signs, and signs on a mansard.

(328) WATER CONNECTION. A connection consisting of all pipes, fittings, and appurtenances from the water riser pipe to the water inlet pipe of the distribution system within the dwelling.

(329) WATER RISER CONNECTION. That portion of the water supply system which extends vertically to at least ground elevation and terminates at the water inlet pipe for each mobile home lot or dwelling.

(331) WETLANDS. Areas known as marshes, swamps, or wetlands, including all areas greater than one-quarter acre where standing water is retained for a portion of the year and unique vegetation has adapted to the area, or as regulated by the U.S. Army corps of Engineers.

(332) WIND ENERGY CONVERSION SYSTEMS. Includes structure and all apparatus to utilize wind to drive generator.

(333) WINDOW SIGN. A sign installed inside a window and intended to be viewed from outside the building.

(334) Xeriscape Landscape. One of several methods of landscaping that employs a mix of drought tolerant plants and organic and inorganic mulch and are considered Waterwise Landscapes.

(335) YARD. A required open space on a lot, other than a court, unoccupied and unobstructed from the ground upward, except as permitted elsewhere in this Code.

(336) YARD, FRONT. (See: Front Yard Setback). Note - On a corner lot there are two front yards.

(337) YARD, REAR. (See: Rear Yard Setback)

(338) YARD, SIDE. (See: Side Yard Setback)

(339) ZONE. (See "District, Zone")

(??) ZONING MAP. A map, adopted as part of a land use ordinance, that depicts land use zones, overlays, or districts.

Amended 05/97, 08/02, 11/05 by Ordinance 2005-20, 06/06 by Ordinance 2006-08, 09/07 by Ordinance 2007-31, 01/09 by Ordinance 2009-02, 09/18 by Ordinance 2018-16

HISTORY
Amended by Ord. 2019-10 on 5/1/2019
Amended by Ord. 2019-15 on 8/7/2019
Amended by Ord. 2021-23 on 5/19/2021
Amended by Ord. 2022-31 on 12/7/2022
Amended by Ord. 2023-03 on 5/17/2023

AGENDA ITEM #2

Consideration of an Amendment to the Grantsville Land Use and Management Code Chapter 24 -Single Lot Development

Chapter 24 Single Lot Development
Proposed Amendments

Proposed Revisions
~~**Proposed Deletions**~~
Comments or ongoing staff discussion.

The changes in Chapter 24 are proposed to comply with the updated state land use code. Revisions in red or green address comments provided in the Planning Commission discussion on December 21, 2023.

24.1 Purpose
(1) The purpose of this chapter is to ensure compliance with city development and land use standards for construction on metes and bounds parcels outside of recorded subdivisions or condominiums. This chapter applies to all construction on existing metes and bounds parcels in the city and does not apply to the subdivision of land. This chapter describes the process and requirements for obtaining approval to construct a single lot development (SLD) in the city.

HISTORY
Adopted by Ord. 2021-10 on 4/28/2021
Amended by Ord. 2021-21 on 5/5/2021

24.2 SLD Review Required
All proposed SLDs must be submitted for review to city staff prior to construction. Building permits may not be obtained nor shall any site work be performed on any parcel, under this chapter, outside of a recorded subdivision or condominium prior to SLD approval. An SLD may not be reviewed or approved unless and until the subject parcel is zoned for the desired construction.

HISTORY
Adopted by Ord. 2021-10 on 4/28/2021

24.3 SLD Requirements
(1) Any SLD shall meet all requirements of this title and of the zone in which it is located. The following may be required for any proposed SLD:

A. Dedication of public right-of-way for the public street on which the parcel fronts.

B. Dedication of public utility or drainage easements necessary for the SLD.

C. Construction of public right-of-way improvements abutting the SLD.

D. Payment of review and impact fees.

E. A site plan review may be required for industrial, commercial and multi-family residential developments.

HISTORY
Adopted by Ord. 2021-10 on 4/28/2021

24.4 SLD Application

(1) The applicant shall submit an applicant to Planning and Zoning Administrator for review by the city staff. The SLD application will consist of an application form, fee (contained in the City's Fee Schedule), a Boundary Survey (or Record of Survey) attached to a Deed as an Exhibit, an electronic .pdf file of the drawings ~~along with three (3) 11" x 17" paper copies of the drawings~~ including ~~of~~ a site plan drawing showing the following and other information as requested by the city;

A. Name, address and phone number of applicant and/or owner.

B. Vicinity plan showing adjacent parcels, lots, owners and buildings.

C. Date, scale and north arrow.

D. Parcel location and boundary.

E. Address and tax identification number.

F. Proposed ~~dwelling~~ building dimensions and setbacks.

G. Existing and proposed street right-of-way widths.

H. Existing and proposed street improvements (curb, gutter, sidewalk, park strip, pavement), access and driveways.

I. Existing and/or proposed waterways, utilities, easements, flood boundary, geologic hazards, fencing, fire hydrants, streetlights, storm drain system, soil conditions, other features and infrastructure on or adjacent to the property.

J. If new construction, intent to serve forms from all utilities that will be serving the development.

K. City staff shall review the application and provide connections, if necessary, to the applicant. The applicant shall resubmit the plans which may then be approved or denied by city staff.

HISTORY
Adopted by Ord. 2021-10 on 4/28/2021

24.5 Application Review

(1) The application shall be reviewed by the Planning and Zoning Administrator (Administrator) and other city staff as the Administrator deems necessary.

(2) The City shall provide comments in no more than 14 business days from the date that the City has determined the application is complete and the fees have been paid.

(3) The Administrator shall review the application for compliance with the applicable land use and zoning ordinances. The City Engineer shall review the construction plans and determine compliance with the engineering and surveying standards and criteria set forth in this title and all other applicable ordinances of the city and the state.

(4) The Administrator may approve the SLD if the application fully complies with the applicable land use ordinances and is found by the City Engineer to comply with the

improvement standards required by this title and if all easements are correctsly described and located.

(5) if the SLD application complies the signed and notarized Deed with the attached (Exhibit) Survey and Site Plan shall be signed by the Grantsville City Mayor, Planning and Zoning Administrator and City Engineer. The applicant shall then record the document with the Tooele County Recorder.

(6) If the SLD complies, Once the SLD Application is approved, the developer's engineer shall prepare an estimate of the construction costs for all proposed public improvements.

(7) If the SLD application or the construction plans do not comply, the Administrator shall return the plans to the applicant with comment. Once all application requirements have been met, redline corrections made, revised plans submitted, fees paid and bond posted, a building permit may be obtained.

(2 8) If any wavers waivers or exceptions to the code are required, any associated building permit review and approval shall be put on hold and the SLD application shall go before City Council Planning Commission at the earliest practical public meeting to determine the status of the waivers and exceptions that will be required. Any exceptions or waivers granted shall be included in a development agreement.

HISTORY
Amended by Ord. 2021-21 on 5/5/2021

24.6 Plat Required

(1) If the city finds that dedication of land or public improvements is required, the applicant will be required to provide a plat and additional drawings describing the public improvements. The plat shall go before the City Council Planning Commission for approval. A Development Agreement may be required to clarify the responsibilities of the applicant and the city with respect to dedicated public improvements as well as other applicable land use requirements.

HISTORY
Amended by Ord. 2021-21 on 5/5/2021

24.7 Timely Commencement Of Construction

(1) An SLD approval shall remain valid for one year from the date of approval. If a building permit is not obtained, fees paid and the foundation of the main building installed within one year of the approval, the SLD approval shall be void.

HISTORY
Amended by Ord. 2021-21 on 5/5/2021

24.8 Appeals

(1) The applicant that has submitted an application tot the City under this Chapter, may appeal any decision made by the planning and zoning administrator or planning commission regarding the proposed SLD to the City Council, whose decision shall be final. Any such decision appealed from shall be presented to the City Recorder in writing within

30 days after the entry of the decision appealed from. The City Council shall consider the appeal within 60 days of receipt of the written approval.

HISTORY
Amended by Ord. 2021-21 on 5/5/2021

AGENDA ITEM #3

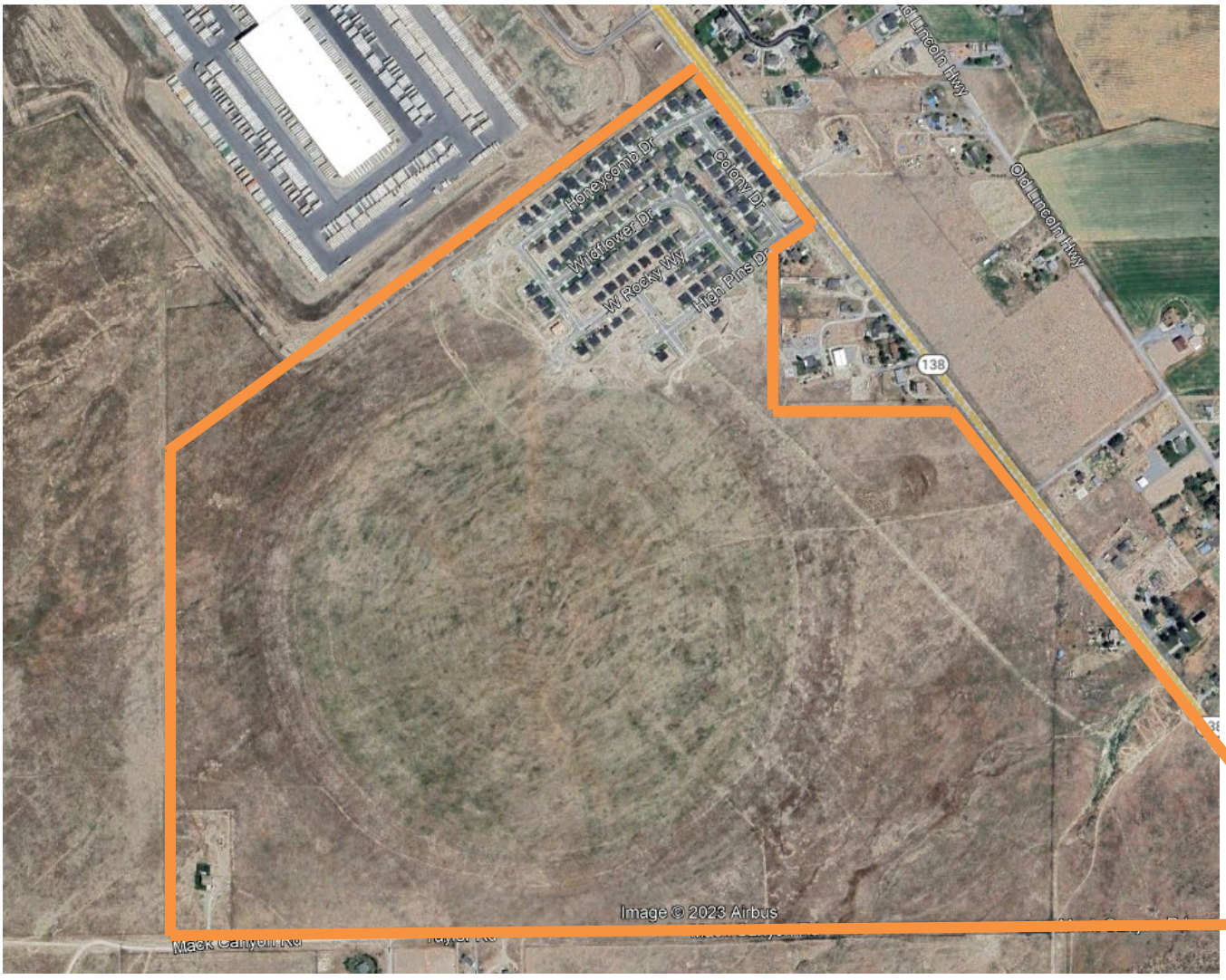
Consideration regarding the Highlands Subdivision MDA

Planning and Zoning
336 W. Main Street • Grantsville, UT 84029
Phone: (435) 884-1674 • Fax: (435) 884-0426

File# HIGHLANDS MDA

Highlands Subdivision Master Development Agreement Summary and Recommendation

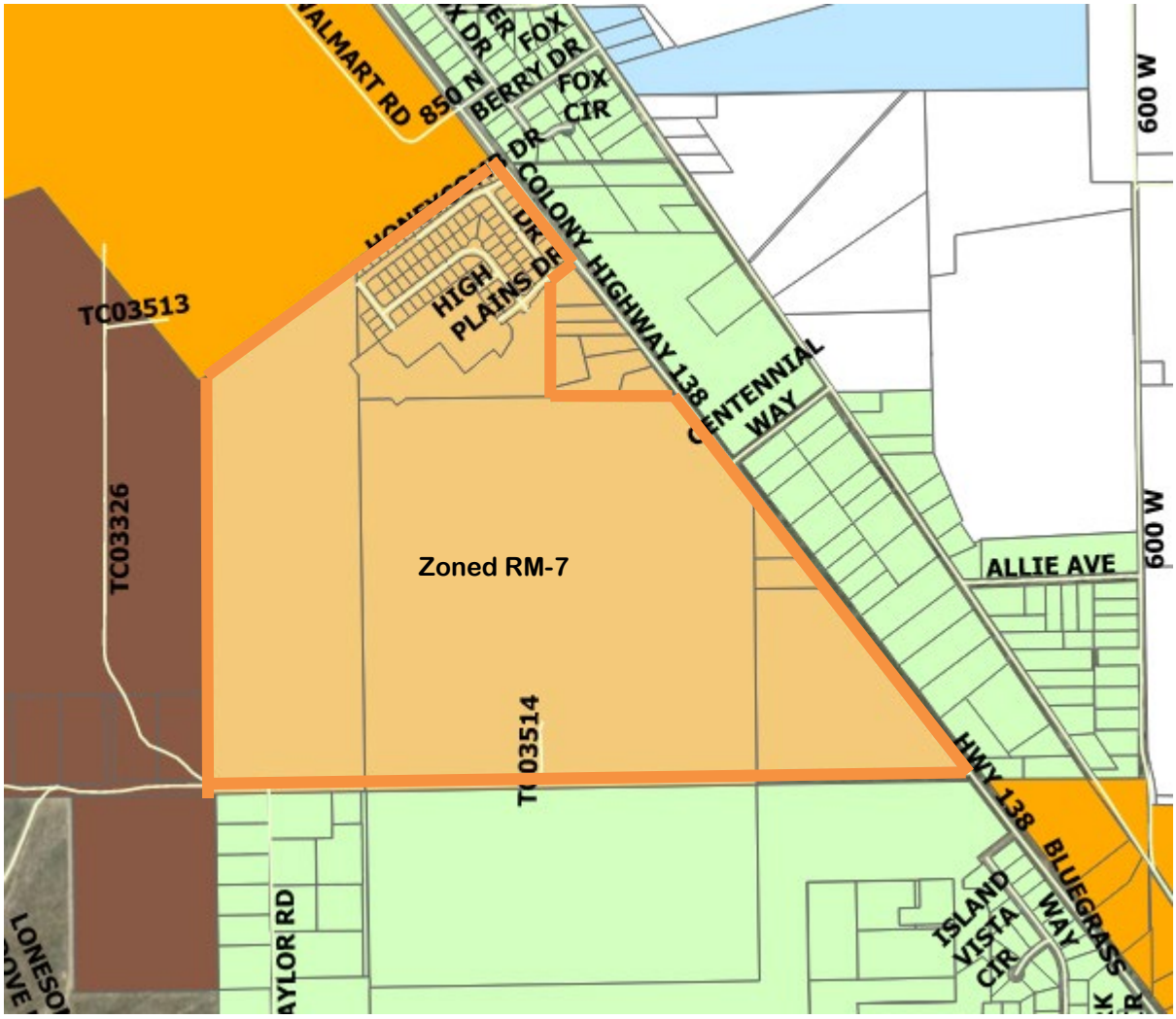
Parcel ID:	01-062-0-0100, 01-062-0-0111 01-062-0-0110, 01-062-0-0100	**Meeting Date:**	**December 21st, 2023**
Property Address:	700 N Hwy 138	**Current Zone/Proposed Zone:**	RM-7
Applicant Name:	Guy M. Haskell		
Request:	Master Development Agreement Approval		



Prepared by: Cavett Eaton

Planning Staff Recommendation: Approve with Modifications

SITE & VICINITY DESCRIPTION



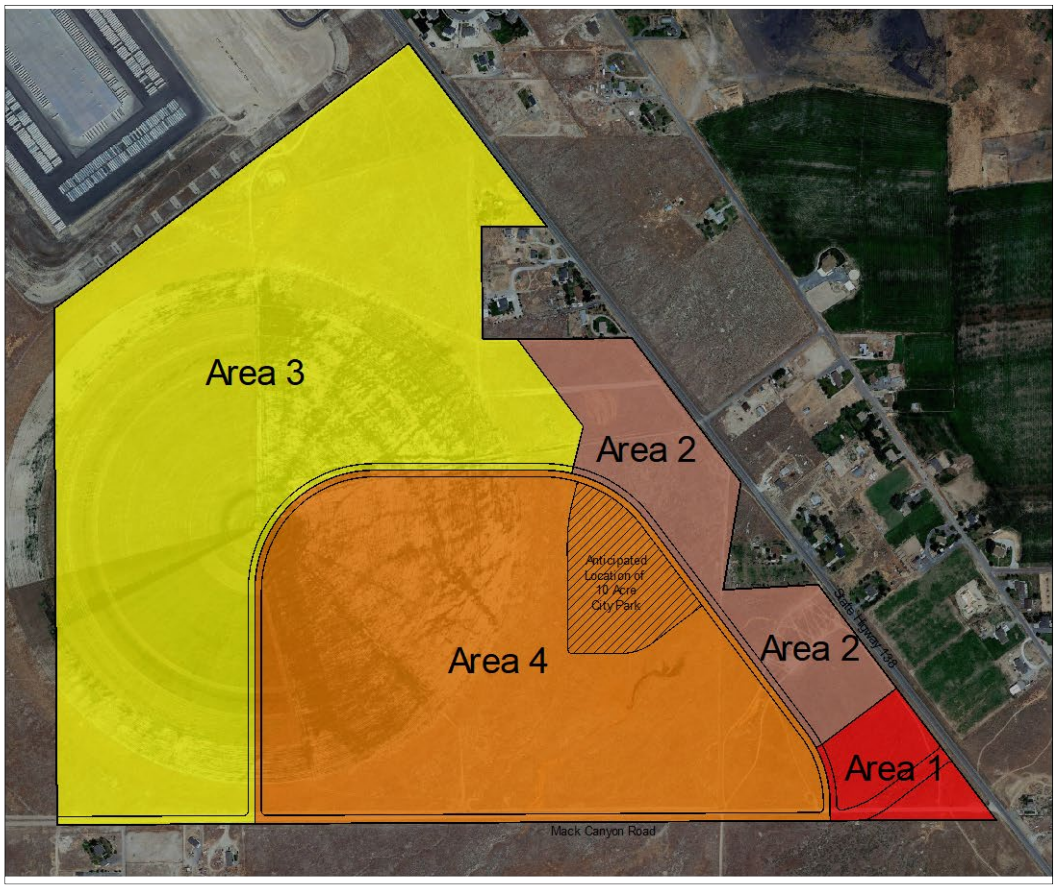
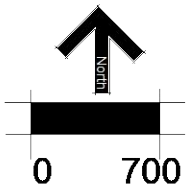


Exhibit "A"
Amended and Restated Master Development Agreement (ARMDA)
The Highlands
Grantsville, UT

Area	Gross Acres		Land Use	DU/ Acre	Maximum Units
1	8.83		Commercial		
2	28.73		Residential	10.44	300
3	148.42		Residential	4.24	630
4	113.49		Residential	8.35	948
	298.12		**Totals**	6.30	**1,878**



Stephen G. McCutchan
PO Box 382 Draper, UT 84020
(801) 557-6945
stevemplan@gmail.com

October 6, 2023

NEIGHBORHOOD RESPONSE

None at the time of this printing.

PLANNING STAFF ANALYSIS

HIGHLANDS MASTER DEVELOPMENT AGREEMENT

Highlands is finishing up the 7'000 sf lots next to the Walmart DC (40 Ac) and is looking to develop the 260 Ac South from their existing project to Mack Canyon Rd.

30 Ac of open space. There will be a fully improved 10 Ac of park and trail about 0.75 miles long that will be publicly maintained. It is unclear what the rest of the open space will be. The agreement states -- The other open space will include "privately opened" and maintained open spaces, parks and common areas. This should be defined. Some impervious surfaces areas are being included as open space, such as sports courts, pavilions, walking paths, trails, parking areas. Parking areas may be included only if it is directly created for the park.

Park impact fees will be reduced by the cost of land or amenities provided for parks, unless paid for by a PID.

Commercial area is limited by the agreement. The agreement has been reduced the area from 8.8 Ac of commercial at the intersection of Mack Canyon and SD138 to 12,000 sf size commercial buildings. The number of buildings is not noted. The agreement also will allow other types of buildings.

The property is currently Zones RM-7. The old code is still shown on line and states RM-7 has a max Density of 7 d.u./acre. The code also states that – only existing roads do not need to be included when determining units per acre. In the agreement the developer calculated the number of dwelling units allowed to fit on the property to be 1,878 units.

And the new code removed the max number of units per acre and uses min lot sizes of 7,000 sf and corner lots at 10,000 sf. After subtracting the open space and roads that would need to be designed around (30% of the area) the max number of 7,000 sf lots would be 1,077 dwellings. This is a difference of over 800 lots that are being added to the development.

Things that could be added to the agreement

- allowing the city to require upsizing of the utilities or building their share of the utilities that would be needed per the West Bank Draft Study
- HOA to maintain the trails and open space less than 5 ac in size

PLANNING STAFF RECOMMENDATION

City Staff recommends approval of this MDA with modifications and revisions presented in the Jan. 04, 2024 Planning Commission discussion on this MDA.

WHEN RECORDED, RETURN TO:

Brett Coombs, Esq.
Grantsville City Attorney
429 East Main Street
Grantsville City, Utah 84029

GRANTSVILLE CITY
AMENDED AND RESTATED
MASTER DEVELOPMENT AGREEMENT
FOR
THE HIGHLANDS
A MASTER PLANNED COMMUNITY

THIS AMENDED AND RESTATED MASTER DEVELOPMENT Agreement ("**ARMDA**") is made and entered as of the ___ day of _____, 2023, by and between Grantsville City, a municipal corporation of the State of Utah ("**City**"), and Deseret Highlands Investments LLC, a Utah corporation. ("**Master Developer**").

RECITALS

A. The capitalized terms used in this ARMDA and these Recitals are defined in Section 1 below.

B. The Parties entered into the Prior Agreement on May 20, 2020.

C. The Parties now desire to amend the Prior Agreement.

D. Developer owns and is developing the Property as a mixed commercial and residential subdivision.

E. The Parties desire to enter into this ARMDA to specify the rights and responsibilities of the Developer to develop the Property as expressed in this ARMDA and the rights and responsibilities of the City to allow and regulate such development pursuant to the requirements of this ARMDA. Development of the Project as a master planned community pursuant to this ARMDA is acknowledged by the Parties to be consistent with LUDMA and to operate for the benefit of the City, Owners, Master Developer and the general public.

F. The City and the Master Developer agree the Master Plan included as Exhibit "A" is a conceptual plan and is subject to revision in the course of preparing, filing and approving Development Applications except as otherwise specified in this Agreement

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G. The Planning Commission reviewed and made a recommendation of this ARMDA on _____, 2023.

H. The City Council has reviewed this ARMDA and determined that it is consistent with LUDMA.

I. The Parties acknowledge that development of the Property pursuant to this ARMDA will result in planning and economic benefits to the Owner and Developer(s) by providing assurances to Master Developer.

J. Owners, Master Developer, and the City have cooperated in the preparation of this ARMDA.

K. The Parties desire to enter into this ARMDA to specify the rights and responsibilities of Owners and Master Developer to develop the Property as parts of the Project as expressed in this ARMDA and the rights and responsibilities of the City to allow and regulate such development pursuant to the requirements of this ARMDA.

L. The parties understand and intend that this ARMDA is a "development agreement" within the meaning of, and entered pursuant to the terms of Utah Code Ann. §10-9a-102 and 532 (2023)

M. The City's entry into this ARMDA is authorized by the adoption of Resolution _____ on _____, 2023.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and Master Developer hereby agree to the following:

Definitions

1. **Definitions.** As used in this ARMDA, the words and phrases specified below shall have the following meanings:

1.1. **Agreement** means this Master Development Agreement including all of its Exhibits and Addendums.

1.2. **Applicant** means a person or entity submitting a Development Application for a portion of the Planned Community.

1.3. **Building Permit** means a permit issued by the City to allow the construction or alteration of a building, structure, private or public infrastructure within the City's jurisdiction.

1.4. **Buildout** means the completion of all Subdivisions permitted within the Planned Community in accordance with this ARMDA.

1.5. **City** means Grantsville City, a political subdivision of the State of Utah.

1.6. **City's Future Laws** means the Zoning, policies, standards, and procedures which may be in effect as of a particular time in the future when a Development Application is submitted for a part of the Subdivision, and which may or may not be applicable to the Development Application depending upon the provisions of this ARMDA.

1.7. **Council** means the elected City Council of the City.

1.8. **Default** means a material breach of this ARMDA as specified herein.

1.9. **Development** means the development of a portion of the Property pursuant to an approved Development Application.

1.10. **Development Application** means any application to the City for final approval of a Subdivision, including a subdivision plan, preliminary or final plat, commercial site plan, Building Permit or any other permit, approval, certificate or other authorization from the City required for a Development within the Planned Community.

1.11. **Final Plat** means the recordable map or other graphical representation of land prepared in accordance with Utah Code Ann. § 10-9a-603 (2023), and approved by the City, subdividing any portion of the Planned Community.

1.12. **General Plan** means the General Plan of Grantsville City adopted pursuant to LUDMA and GLUDMC Chapter 3 Section 10.

1.13. **GLUDMC** means the Grantsville Land Use Development and Management Code.

1.14. **LUDMA** means the Land Use, Development, and Management Act, Utah Code Ann. § 10-9a-101 (2005), *et seq*.

1.15. **Master Developer** means Deseret Highlands Investments LLC, a Utah limited liability corporation, and their successors, assignees, transferees, and related subsidiary entities as permitted by this ARMDA.

1.16. **Master Plan Area** means a specified portion of the Planned Community, which shall be developed in logical sequence as determined by the Master Developer and the City as identified in the Master Plan by land use.

1.17. **Master Plan** means *The Highlands Master Plan* which is included as Exhibit A, and is a conceptual plan and provides for the general locations of land density, roads, and open space applicable to Development within the Planned Community.

1.18. **Maximum Residential Units** means the development on the Property of one thousand eight hundred eighty-seven (1,878) Residential Dwelling Units.

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1.19. **Notice** means any notice to or from any party to this ARMDA that is either required or permitted to be given to another party.

1.20. **Party/Parties** means, in the singular, Master Developer or the City; in the plural Master Developer and the City.

1.21. **Planned Community** means the master planned community, composed of multiple Subdivisions and any other development to be constructed on the Property pursuant to this ARMDA.

1.22. **Preliminary Plat** means those plans which may be important for evaluating a proposed Subdivision for compliance with City Laws and may be submitted to the City for review and approval.

1.23. **Project** means the collective commercial and residential subdivisions to be constructed on the Property as part of the Planned Community pursuant to this ARMDA with the associated Public Infrastructure and private facilities, and all the other aspects approved as part of this ARMDA.

1.24. **Property** means that real property containing approximately 298.12 acres, more particularly described in Exhibit "B".

1.25. **Public Infrastructure** means those elements of infrastructure that are planned to be dedicated to the City or other public entities as a condition of the approval of a Development Application.

1.26. **Residential Dwelling Unit** means a structure or portion thereof, designed and intended for use as an attached or detached residence.

1.27. **Subdeveloper** means a person or entity who is acting to develop a portion of the Property, who is not the Master Developer.

1.28. **Subdivision** means a portion of the Property which is divided or proposed to be divided into two or more lots, units, or other division of land for the purpose of sale or lease.

1.29. **Zoning** means the Multiple Residential District RM-7 zoning in effect as of the date of this ARMDA.

2. **Development of the Planned Community.**

2.1. **Planned Community Compliance.** The City has reviewed the applicable law, including GLUDMC, LUDMA and has determined that the Planned Community substantially complies with the provisions thereof. The City hereby finds that the Planned Community is consistent with the Zoning and the purpose and intent of the General Plan.

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2.2. **Subdivision Compliance.** Development of a Subdivision within the Planned Community shall be in accordance with LUDMA, GLUDMC, the City's Future Laws (to the extent they are applicable as specified in this ARMDA), and this ARMDA. The terms of this ARMDA shall bind all Subdevelopers.

2.3. **Maximum Residential Units.** At Buildout, Master Developer shall be entitled to develop the Maximum Residential Units, with a gross density of seven (7) units per acre of the type and in the general location as shown on the Master Plan consistent with the RM-7 zoning and the final plat for each phase, so long as (1) the Maximum Residential Units within the Project is not exceeded, (2) the gross density includes construction of all existing roads, open spaces, and drainage, and (3) the layout of each phase is approved by the City, which approval shall not be unreasonably withheld or be contingent on requirements which are not otherwise imposed by this ARMDA or applicable law.

2.4. **Non-Residential Units.** In addition to the Maximum Residential Units, Master Developer shall construct commercial buildings with a minimum square footage 12,500 square feet within in Area 1 as identified in the Master Plan, provided the City approves the rezone of the parcel on which such building is constructed. The City may also permit the construction of additional buildings and structures for non-residential use, as may be necessary or desirable for the public benefit.

2.5. **Master Developers' Discretion.** This ARMDA shall not obligate the Master Developer to construct the Planned Community or any Subdivision therein. The Master Developer shall have business discretion whether or not to construct a Development. However, once construction of a Development has begun in accordance with the Final Plat, the Master Developer or Subdeveloper shall be required to complete the Development within time required by LUDMA and GLUDMC, or a time as specified by the City prior to approval of a Development Application.

3. **Vested Rights.**

3.1. **Vested Rights Granted by Approval of this ARMDA.** To the maximum extent permissible under the laws of Utah and the United States and at equity, the Parties intend that this ARMDA grant to Master Developer all rights to develop the Planned Community in fulfillment of this ARMDA, LUDMA, and GLUDMC, except as specifically provided herein. The Parties specifically intend that this ARMDA grant to Master Developer the "vested rights" identified herein as that term is construed in Utah's common law and pursuant to Utah Code Ann. § 10-9a-509 (2023).

3.2. **Exceptions.** The vested rights and the restrictions on the applicability of the City's Future Laws to the Subdivision as specified in Section 3.1 are subject to the following exceptions:

3.2.1. ARMDA. The City's Future Laws or other regulations to which the Master Developer agrees in writing;

3.2.2. State and Federal Compliance. The City's Future Laws or other regulations which are generally applicable to all properties in the City and which are required to comply with State and Federal laws and regulations affecting the Planned Community;

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

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

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

3.2.6. Impact Fees. Impact Fees or modifications thereto which are lawfully adopted, and imposed by the City pursuant to Utah Code Ann. § 11-36a-101 (2011) *et seq*.

3.2.7. Planning and Zoning Modification. Changes by the City to its planning principles and design standards as permitted by Local, State or Federal law which do not conflict with this ARMDA.

3.2.8. Compelling, Countervailing Interest. Laws, rules or regulations that the City's land use authority finds on the record are necessary to avoid jeopardizing a compelling, countervailing public interest pursuant to Utah Code Ann. § 10-9a-509(1)(a)(i) (2023).

4. **Term of ARMDA.** Unless earlier terminated as provided for herein, the term of this ARMDA shall be until January 1, 2045. If, as of that date, Master Developer has not been declared to be currently in default pursuant to this ARMDA, then this ARMDA shall be automatically extended until January 1, 2050. If upon the expiration of the automatic extension, Master Developer has not been declared to be currently in default pursuant to this ARMDA and there are unfinished Developments on the Property, the City has the option to extend this ARMDA for a time reasonably necessary to complete such Developments, not to exceed ten (10) years. This ARMDA shall also terminate automatically upon Buildout of all property within the Planned Community or if no building permit or preliminary plats is approved within the Project in any five (5) year period.

5. **Building Permits**. The City shall reasonably accept complete Building Permit applications for all buildings and structures identified in an approved Final Plat. The City shall issue all required Building Permits after construction by Developer of all necessary public infrastructure, within

such Final Plat including public safety access in accordance with Grantsville Municipal Code section 5-1-11 is provided and approved by the City, and adequate fire protection is in place as certified by the fire marshal and in accordance LUDMA. The City will promptly issue a certificate of occupancy for each building or structure that satisfies the State and applicable City requirements to obtain a certificate of occupancy.

6. **Planned Community and Subdivision Development**

6.1. **Preliminary Plats.** The Master Developer and/or Subdeveloper(s) shall prepare and submit to the City for its review, Preliminary Plats for each Subdivision. There shall be no limit on the number Preliminary Plats within the Property which may be submitted to the City for review. Preliminary plat approval shall be valid for an initial period of six months, and may be extended subject to the limitations of GLUDMC.

6.2. **Combined Public Infrastructure.** It is intended that the Planned Community share Public Infrastructure and other items (such as public parks, trails and utilities) between Subdivisions. Master Developer may provide design drawings for each Master Plan Area depicting the Public Infrastructure or any other items necessary for the Planned Community. Such drawings must be incorporated into the Final Plat for any Subdivision or Development in that Master Plan Area. Public Infrastructure requirements for each Subdivision shall be calculated based only on the Public Infrastructure identified on the Final Plat for that Subdivision.

6.3. **Mack Canyon Road.** Master Developer agrees to dedicate to the City, a portion of the Property representing a half-width of the Mack Canyon Road right-of-way along the southerly border of the Project as depicted in Exhibit "A" (which exact width and location ma vary) as necessary to complete the upsizing of the portion of Mack Canyon consistent with the traffic needs as supported by a traffic study and in compliance with City and State requirements. If the City requires additional property for the expansion of Mack Canyon Road beyond what is supported by the traffic study or beyond a half-width, the City shall compensate Master Developer or Subdeveloper the fair market of the additional property. Master Developer shall grant a permanent easement across the narrow section of the Project to any property owner that currently accesses Mack Canyon Road.

6.4. **Open Space.** The Planned Community shall contain a minimum of 10% Open Spaces, totaling approximately 29.95 acres ("Required Open Space").

6.4.1. Open Space Uses. Public and private open space shall be counted toward the Required Open Space, and include impervious surfaces as permitted by GLUDMC section 21.1.15, such as sports courts, pavilions, walking paths, trails, parking areas, and other recreational facilities and any other area as approved by the City. Unless otherwise paid for by a Public Infrastructure District bond, if the Master Developer or a Subdeveloper dedicates a portion of the Property or other real property, including improvements, to the City for public use, such Master Developer or Subdeveloper shall be credited the fair market value of such dedicated property and improvements toward a reduction in park impact fees subject to the City's capital facilities plan.

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6.4.2. Required Uses. The Master Plan illustrates a unique network of open spaces, parks and trails that include both publicly and privately owned and maintained land. No publicly available open space shall be privately owned or maintained. In addition to privately opened and maintained open spaces, parks and common areas, the Planned Community shall include a fully improved public park, with a minimum of ten (10) acres of contiguous space ("Public Park") and a trail system not less than 0.75 miles in length.

6.4.3. **Subdivision Open Space Exemption.** Because the Planned Community shall share Required Open Space, individual Subdivisions shall be exempt from the Open Space requirements established in GLUDMC.

6.4.4. The Open Space shall be dedicated to the City prior to the recordation of Phase as shown on the Master Plan for use by the City as a park or other open space as the City deems appropriate.

6.5. **Water Retention Areas.** Portions of the Public Park and Community Trail may also serve as stormwater detention areas for the benefit of the Planned Community, and the depth and capacity of such areas are subject to review and approval by the City.

6.6. **Approval of Final Plats.** The Planned Community and each Master Plan Area may contain multiple Subdivisions, each of which may be eligible for Final Plat approval subject to GLUMDC and applicable State Law.

7. **Public Infrastructure.**

7.1. **Construction of Public Infrastructure.** The Master Developer or Subdeveloper responsible for each Subdivision, shall construct and install all Public Infrastructure lawfully required as a condition of approval of a Development Application pursuant to GLUDMC. Such construction must meet all applicable standards and requirements that do not conflict with Master Developer's vested rights and applicable law and approved by the City's engineer, and comply with shared infrastructure drawings for the Planned Community as established in Section 6.2.

7.2. **Responsibility Before Acceptance.** The Master Developer or Subdeveloper who has commenced construction of any Public Infrastructure within the Planned Community shall be responsible for all Public Infrastructure within that Subdivision covered by this ARMDA until final inspection of the same has been performed by the City, and a final acceptance and release has been issued by the City Council. The City shall not, nor shall any officer or employee thereof, be liable or responsible for any accident, loss or damage happening or occurring to the Public Infrastructure, nor shall any officer or employee thereof, be liable for any persons or property injured by reason of said Public Infrastructure; all of such liabilities shall be assumed by the Master Developer.

7.3. **Warranty.** The Master Developer or Subdeveloper of each project shall repair any defect in the design, workmanship or materials in all Public Infrastructure which becomes

evident during a period of one year following the acceptance of the improvements by the City Council or its designee (Durability Testing Period). If during the Durability Testing Period, any Public Infrastructure shows unusual depreciation, or if it becomes evident that required work was not done, or that the material or workmanship used does not comply with accepted standards, said condition shall, within a reasonable time, be corrected.

7.4. **Timing of Completion of Public Infrastructure.** In accordance with the diligence requirements for the various types of approvals as described in the GLUDMC, construction of the required Public Infrastructure within a Subdivision shall be completed within one (1) year following Final Plat approval for that phase and prior to recordation of the mylar for that phase, subject to the terms of the subdivision improvement ARMDA between the Master Developer or Subdeveloper and the City. Upon a showing of good and sufficient cause by Developer the City shall, in accordance with the provisions of GLUDMC, extend the time of performance if requested prior to expiration of the completion date.

7.5. **Bonding.** In connection with any Development Application, Master Developer shall provide bonds or other development security, including warranty bonds, to the extent required by GLUDMC, unless otherwise provided by Utah Code § 10-9a-101, *et seq*. (2005), as amended. The Applicant shall provide such bonds or security in a form acceptable to the City or as specified in GLUDMC. Partial releases of any such required security shall be made as work progresses based on GLUDMC.

7.6. **City Completion.** The Master Developer or Subdeveloper shall agree that in the event they do not: (a) complete all improvements on a Subdivision within the time period specified under paragraph four above, or secure an extension of said completion date, (b) construct said improvements in accordance with City standards and as set forth in Paragraph one above, and (c) pay all legitimate claims for material and labor used in the construction of said improvements, the City shall be entitled to declare the Subdivision in default, request and receive the funds held by the guarantor as surety and utilize the monies obtained to install or cause to be installed any uncompleted improvements and/or to pay any outstanding claims, as applicable. Provided however, that the City shall not be responsible for any work beyond the amount of funds so provided. Any funds remaining after completion of the improvements shall be returned to the Guarantor.

7.7. **Culinary Water**. Master Developer shall be responsible for providing adequate culinary water rights as required by GLUMDC to service the Project.

8. **Upsizing/Reimbursements to Master Developer.**

8.1. **Upsizing.** Except as otherwise described herein, the City shall not require "upsizing"" of any future Public Infrastructure (i.e., to construct the infrastructure to a size larger than required to service the Subdivision) unless financial arrangements reasonably acceptable to Master Developer or Subdeveloper of that Subdivision are made to compensate the Master Developer or Subdeveloper for the incremental or additive costs of such upsizing to the extent required by law.

9. **Default.**

9.1. **Notice.** If Master Developer or the City fails to perform their respective obligations hereunder or to comply with the terms hereof, the Party believing that a default has occurred shall provide Notice to the other Party.

9.2. **Contents of the Notice of Default**. The Notice of Default shall:

9.2.1. Specific Claim. Specify the claimed event of Default;

9.2.2. Applicable Provisions. Identify with particularity the provisions of any applicable law, rule, regulation or provision of this ARMDA that is claimed to be in Default; and

9.2.3. Optional Cure. If the City chooses, in its discretion, it may propose a method and time for curing the Default which shall be of no less than sixty (60) days duration, if weather conditions permit.

9.3. **Remedies.** Upon the occurrence of any Default, and after notice as required above, then the parties may have the following remedies:

9.3.1. Law and Equity. All rights and remedies available at law and in equity, including, but not limited to, injunctive relief and/or specific performance.

9.3.2. Security. The right to draw on any security posted or provided in connection with the Subdivision and relating to remedying of the particular Default.

9.4. **Public Meeting.** Before any remedy in Section 8.3 may be imposed by the City the party allegedly in Default shall be afforded the right to attend a public meeting before the City Council and address the City Council regarding the claimed Default.

9.5. **Default of Assignee.** A default of any obligations expressly assumed by an assignee shall not be deemed a default of Master Developer.

9.6. **Limitation on Recovery for Default – No Damages against the City.** Anything in this ARMDA notwithstanding Master Developer shall not be entitled to any claim for any monetary damages as a result of any breach of this ARMDA and Master Developer, except for claims sounding in fraud, waives any claims thereto. The sole remedy available to Master Developer and any assignee shall be that of specific performance.

10. **Notices.** All notices required or permitted under this ARMDA shall, in addition to any other means of transmission, be given in writing by certified mail and regular mail to the following address:

To the Master Developer:

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Deseret Highlands Investments LLC
Attn: Guy Haskell
890 Heritage Park Blvd
Suite 104
Layton, UT 84041

To the City:

Grantsville City
Attn: Mayor
429 East Main Street
Grantsville, Utah 84029

1. **Dispute Resolution.**

1.1. **Meet and Confer.** The City and Master Developer shall meet within fifteen (15) business days of any dispute under this ARMDA to resolve the dispute.

1.2. **Mediation.**

1.2.1. Mediation Process. If the City and Master Developer are unable to resolve a disagreement the Parties shall be subject to mediation. The Parties shall attempt within ten (10) business days to appoint a mutually acceptable mediator with knowledge of the legal issue in dispute. If the Parties are unable to agree on a single acceptable mediator they shall each, within ten (10) business days, appoint their own representative. These two representatives shall, between them, choose the single mediator. Parties shall split the fees of the chosen mediator. The chosen mediator shall, within fifteen (15) business days from selection, or such other time as is reasonable under the circumstances, review the positions of the Parties regarding the mediation issue and promptly attempt to mediate the issue between the Parties. If the Parties are unable to reach an agreement, the Parties shall request that the mediator notify the Parties in writing of the resolution that the mediator deems appropriate. The mediator's opinion shall not be binding on the Parties.

11. **Incorporation of Recitals and Exhibits.** The Recitals and Exhibits "A" - "E"" are hereby incorporated into this ARMDA.

12. **Headings.** The captions used in this ARMDA are for convenience only and a not intended to be substantive provisions or evidences of intent.

13. **No Third-Party Rights/No Joint Venture.** This ARMDA does not create a joint venture relationship, partnership or agency relationship between the City, or Master Developer. Except as specifically set forth herein, the parties do not intend this ARMDA to create any third-party beneficiary rights.

14. **Assignability.** The rights and responsibilities of Master Developer under this ARMDA

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may be assigned in whole or in part, respectively, by Master Developer with the consent of the City as provided herein, which cannot be unreasonably withheld.

14.1. **Sale of Lots.** Master Developer's selling or conveying any Site within the Property shall not be deemed to be an assignment.

14.2. **Related Entity.** Master Developer's transfer of all or any part of the Property to any entity "related" to Master Developer (as defined by regulations of the Internal Revenue Service in Section 165), Master Developer's entry into a joint venture for the development of the Subdivision or Master Developer's pledging of part or all of the Subdivision as security for financing shall also not be deemed to be an assignment. Master Developer shall give the City Notice of any event specified in this sub-section within ten (10) days after the event has occurred. Such Notice shall include providing the City with all necessary contact information for the newly responsible party.

14.3. **Process for Assignment.** Master Developer shall give Notice to the City of any proposed assignment and provide such information regarding the proposed assignee that the City may reasonably request in making the evaluation permitted under this Section. Such Notice shall include providing the City with all necessary contact information for the proposed assignee. Unless the City objects in writing within twenty (20) business days of notice, the City shall be deemed to have approved of and consented to the assignment. The City shall not unreasonably withhold consent.

14.4. **Partial Assignment.** If any proposed assignment is for less than all of Master Developer's rights and responsibilities, then the assignee shall be responsible for the performance of each of the obligations contained in this MDA to which the assignee succeeds. Upon any such approved partial assignment Master Developer shall not be released from any future obligations as to those obligations which are assigned but shall remain jointly and severally liable with assignee(s) to perform all obligations under the terms of this ARMDA which are specified to be performed by Master Developer.

14.5. **Complete Assignment.** Master Developer may request the written consent of the City of an assignment of Master Developer's complete interest in this ARMDA. In such cases, the proposed assignee shall have the qualifications and financial responsibility necessary and adequate, as required by the City, to fulfill all obligations undertaken in this ARMDA by Master Developer. The City shall be entitled to review and consider the ability of the proposed assignee to perform, including financial ability, past performance and experience. After review, if the City gives its written consent to the assignment, Master Developer shall be released from its obligations under this ARMDA for that portion of the Property for which such assignment is approved.

15. **No Waiver.** Failure of any Party hereto to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such party to exercise at some future date any such right or any other right it may have.

16. **Severability.** If any provision of this ARMDA is held by a court of competent jurisdiction

to be invalid for any reason, the Parties consider and intend that this ARMDA shall be deemed amended to the extent necessary to make it consistent with such decision and the balance of this ARMDA shall remain in full force and affect.

17. **Force Majeure.** Any prevention, delay or stoppage of the performance of any obligation under this ARMDA which is due to strikes, labor disputes, inability to obtain labor, materials, equipment or reasonable substitutes therefor; acts of nature, governmental restrictions, regulations or controls, judicial orders, enemy or hostile government actions, wars, civil commotions, fires or other casualties or other causes beyond the reasonable control of the Party obligated to perform hereunder shall excuse performance of the obligation by that Party for a period equal to the duration of that prevention, delay or stoppage.

18. **Time is of the Essence.** Time is of the essence to this ARMDA and every right or responsibility shall be performed within the times specified.

19. **Appointment of Representatives.** To further the commitment of the Parties to cooperate in the implementation of this ARMDA, the City and Master Developer each shall designate and appoint a representative to act as a liaison between the City and its various departments and the Master Developer. The initial representative for the City shall be the City Manager. The initial representative for Master Developer shall be Guy M. Haskell. The Parties may change their designated representatives by Notice. The representatives shall be available at all reasonable times to discuss and review the performance of the Parties to this ARMDA and the development of the Subdivision.

20. **Applicable Law.** This ARMDA is entered into in Tooele County in the State of Utah and shall be construed in accordance with the laws of the State of Utah irrespective of Utah's choice of law rules.

21. **Venue.** Any action to enforce this ARMDA shall be brought only in the Third District Court for the State of Utah.

22. **Entire Agreement.** This ARMDA, and all Exhibits thereto, documents referenced herein, is the entire agreement between the Parties and may not be amended or modified except either as provided herein or by a subsequent written amendment signed by all Parties.

23. **Mutual Drafting.** Each Party has participated in negotiating and drafting this ARMDA and therefore no provision of this ARMDA shall be construed for or against any Party based on which Party drafted any particular portion of this ARMDA.

24. **No Relationship.** Nothing in this ARMDA shall be construed to create any partnership, joint venture or fiduciary relationship between the parties.

25. **Amendment.** This ARMDA may be amended only in writing signed by the parties hereto.

26. **Recordation and Running with the Land.** This ARMDA shall be recorded in the chain of title for the Property. This ARMDA shall be deemed to run with the land.

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27. **Priority.** This ARMDA shall be recorded against the Property senior to any respective covenants and any debt security instruments encumbering the Property.

28. **Authority.** The Parties to this ARMDA each warrant that they have all of the necessary authority to execute this ARMDA. Specifically, on behalf of the City, the signature of the City Manager is affixed to this ARMDA lawfully binding the City pursuant to Resolution No. ___ adopted by the City on _____, 2023.

[Signatures and Authorizations to follow]

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IN WITNESS WHEREOF, the parties hereto have executed this ARMDA by and through their respective, duly authorized representatives as of the day and year first herein above written.

MASTER DEVELOPER
Deseret Highlands Investments LLC

_____
By: _____,
Its:_____

GRANTSVILLE CITY

_____
By: _____,
Its: Mayor

Approved as to form and legality:

_____
City Attorney

Attest:

_____
City Recorder

CITY ACKNOWLEDGMENT

STATE OF UTAH)
:ss.
COUNTY OF TOOELE)

On the _____ day of_____, 202_ personally appeared before me _____who being by me duly sworn, did say that he is the City Manager of Grantsville City, a political subdivision of the State of Utah, and that said instrument was signed in behalf of the City by authority of its City Council and said Mayor acknowledged to me that the City executed the same

_____
NOTARY PUBLIC

My Commission Expires: _____

Residing at: _____

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MASTER DEVELOPER ACKNOWLEDGMENT

STATE OF UTAH)
:ss.
COUNTY OF _____)

On the _____ day of _____, 20__, personally appeared before me Guy M. Haskell, who being by me duly sworn, did say that he/she is the Managing Member of Deseret Highlands Investments LLC, a Utah limited liability company and is duly authorized by said company sign on its behalf.

_____
NOTARY PUBLIC

My Commission Expires: _____

Residing at: _____

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TABLE OF EXHIBITS

Exhibit “A”	The Highlands Master Plan
Exhibit “B”	Legal Description of Property

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Exhibit "A"
The Highlands Master Plan

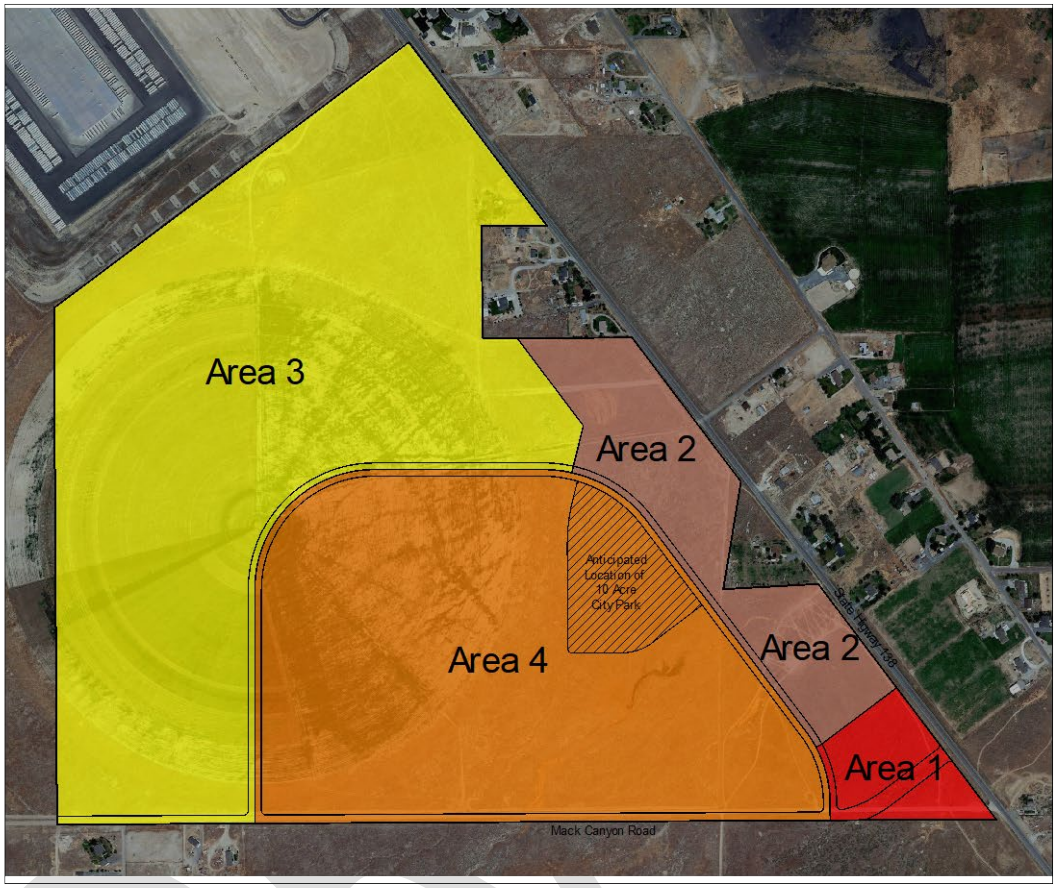


Exhibit "A"
Amended and Restated
Master Development Agreement (ARMDA)
The Highlands
Grantsville, UT

Area	Gross Acres		Land Use	DU/ Acre	Maximum Units
1	8.83		Commercial		
2	28.73		Residential	10.44	300
3	148.42		Residential	4.24	630
4	113.49		Residential	8.35	948
	298.12		**Totals**	6.30	**1,878**

North

0 700

Stephen G. McCutchan
PO Box 382 Draper, UT 84020
(801) 557-6945
stevemplan@gmail.com

October 6, 2023

Exhibit “B”
Legal Description of Property

Beginning at a point on the south line of the Grantsville LLC, Subdivision that is North 00°18'28" West 934.25 feet along the Section line to said south line of from the West Quarter Corner of Section 26, Township 2 South, Range 6 West, Salt Lake Base and Meridian, Tooele County, Utah, as monumented by a brass cap on a steel post set in 1992, and running thence North 53°08’20” East 1135.94 feet along said south line to the westerly line of Highway 138 and to the most northerly corner of Deseret Highlands Subdivision Phase 1; thence South 37°02'16” East 915.73 feet along said westerly Highway line to a corner The Highlands Subdivision Phase 2; thence along the easterly lines of said Phase 2 subdivision and the easterly lines of The Highlands Phase 5 subdivision the following four (4) courses:
(1) South 53°08'20" West 199.89 feet; (2) South 00°41'00" East 294.33 feet; (3) South 02°28'53" East 55.25 feet; (4) South 00°40'20" East 411.91 feet to a Hathcock rebar and cap at an ancient fence corner described as being South 89°41'53" West 1351.742 feet and North 00°00'00" East 2631.749 feet from the South Quarter Corner of said Section 26, said ancient fence corner accepted as marking the Southwest Corner of the Southeast Quarter of the Northwest Quarter of said Section 26; thence North 89°37'34” East 810.24 feet along said fence to a Hathcock rebar and cap on said westerly Highway line; thence South 37°02'16” East 982.27 feet along said westerly line to the extension of a cedar-post fence; thence South 09°16'49” West 593.00 feet along said fence and its extension to a corner; thence North 86°52'49” East 516.79 feet along a fence to said westerly Highway line; thence South 37°02'16” East 1603.97 feet along said westerly line to the South Section line of said Section 26; thence South 89°41'23” West 1435.53 feet along the Section Line to the South Quarter Corner of said Section 26, as monumented by a brass cap in a concrete collar at ground level set in 1982; thence South 89°40'26” West 2643.34 feet along the Section line to the Southwest Corner of said Section 26, as monumented by a brass cap in a concrete collar at ground level set in 1982; thence South 89°42'11” West 1023.00 feet along the section line; thence North 00°20'39” West 100.00 feet along a line parallel to and 1023.00 feet westerly distant from the East line of Section 27, Township 2 South, Range 6 West, Salt Lake Base and Meridian, as monumented by a brass cap in a concrete collar at ground level set in 1982; thence South 89°42'11” West 1023.00 feet along the section line; thence North 00°20'39” West 2635.21 feet along a line parallel to and 1023.00 feet westerly distant from the east line of said Section 27; thence North 00°18'28” East 176.12 feet along said parallel line to the south line of said Grantsville LLC, Subdivision; thence North 53°08'20” East 1269.43 feet along said subdivision line to the northwest corner of Lot 306 and to the point of beginning.

Highlands Development contains 298.119 acres

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Entry #: 512399
06/10/2020 03:25:17 PM AGREEMENT
Page: 1 of 21
FEE $0.00 BY GRANTSVILLE CITY
Jerry Houghton, Tooele County County Recorder

WHEN RECORDED, RETURN TO:

Brett Coombs, Esq.

Grantsville City Attorney

429 East Main Street

Grantsville City, Utah 84029

GRANTSVILLE CITY MASTER DEVELOPMENT AGREEMENT

FOR

THE HIGHLANDS SUBDIVISION, PHASES 2-6

THIS MASTER DEVELOPMENT Agreement ("Agreement") is made and entered as of the 20th day of May 2020, by and between Grantsville City, a municipal corporation of the State of Utah ("City") and Updwell Development Highlands, LLC, a Utah limited liability company ("Developer").

RECITALS

A. The capitalized terms used in this Agreement and in these Recitals are defined in Section 1.2, below.

B. Developer owns now, or will own, and is developing the Property as a six-phase residential subdivision; Phase 1 of that Development has already been approved by the City and the infrastructure completed. Developer and the City desire that the remaining phases of the Property be developed in a unified and consistent fashion pursuant to the concept plan approved by the Grantsville City Council on March 29, 2017, and the Final Plat for each individual phase as recorded. The Parties desire to enter into this Agreement to specify the rights and responsibilities of the Developer to develop the Property as expressed in this Agreement and the rights and responsibilities of the City to allow and regulate such development pursuant to the requirements of this Agreement.

C. The Parties understand and intend that this Agreement is a "development agreement" within the meaning of, and entered into pursuant to the terms of Utah Code Ann. 510-9a-101 (2005) *et seq*. This Agreement conforms with the intent of the City's General Plan and the Zoning.

D. This Agreement shall govern the Development of phases 2-6, and as such phases are proposed, approved, and platted, exhibits shall be added to this Agreement specific to such added phases.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and Developer hereby agree to the following incorporating by reference the prior recitals as if fully set forth hereafter:

TERMS

1. **Definitions**. As used in this Agreement, the words and phrases specified below shall have the following meanings:

1.1. Agreement means this Master Development Agreement including all of its Exhibits and Addenda.

1.2. Applicant means a person or entity submitting a Development Application.

1.3. Buildout means the completion of all of the development on the entire Project in accordance with this Agreement.

1.4. City means Grantsville City, a political subdivision of the State of Utah.

1.5. City's Future Laws means the ordinances, policies, standards, and procedures which may be in effect as of a particular time in the future when a Development Application is submitted for a part of the Project and which may or may not be applicable to the Development Application depending upon the provisions of this Agreement.

1.6. Council means the elected City Council of the City.

1.7. Default means a breach of this Agreement as specified herein.

1.8. Developer means Deseret Highlands Investments, LLC and its successors/assignees as permitted by this Agreement.

1.9. Development means the development of a portion of the Property pursuant to an approved Development Application.

1.10. Development Application means an application to the City for development of a portion of the Project or any other permit, certificate or other authorization from the City required for development of the Project.

1.11. Final Plat means the recordable map or other graphical representation of land prepared in accordance with Utah Code Ann. 10-9a-603 (2019), and approved by the City, subdividing any portion of the Project.

1.12. GLUDMC means the Grantsville Land Use and Development Code.

1.13. LUDMA means the Land Use, Development, and Management Act, Utah Code Ann. 10-9a-101 (2005), et seq.

1.14. Maximum Residential Units means the development on Phases 2-6 of The Highlands Subdivision, of no more than 144 Residential Dwelling Units.

1.15. Notice means any notice to or from any Party to this Agreement that is either required or permitted to be given to another party.

1.16. Party/Parties means, in the singular, Developer or the City; in the plural Developer and the City.

1.17. Final Plat means the final plat for each phase of the Project, which must be approved by the City and thereafter attached as an Exhibit to this Agreement.

1.18. Project means the residential subdivision to be constructed on the Property, in phases, pursuant to this Agreement with the associated Public Infrastructure and private facilities, and all of the other aspects approved as part of this Agreement.

1.19. Property means the real property owned by and to be developed by Developer more fully described in Exhibit A.

1.20. Public Infrastructure means those elements of infrastructure that are planned to be dedicated to the City or other public entities as a condition of the approval of a Development Application.

1.21. Residential Dwelling Unit means a structure or portion thereof designed and intended for use as illustrated on the Final Plat for each phase of the Development.

1.22. Zoning means the RM-7 zoning of the Property

2. **Development of the Project**.

2.1. **Compliance with the Final Plat and this Agreement.** Development of the Project shall be in accordance with LUDMA, GLUDMC, the City's Future Laws (to the extent they are applicable as specified in this Agreement), the Final Plat and this Agreement.

2.2. **Maximum Residential Units.** At Buildout, Developer shall be entitled to have developed the Maximum Residential Units of the type and in the general location as shown on the Final Plan.

3. **Vested Rights**.

3.1. **Vested Rights Granted by Approval of this Agreement.** To the maximum extent permissible under the laws of Utah and the United States and at equity, the Parties intend that this Agreement grants to Developer all rights to develop the Project in fulfillment of this Agreement, LUDMA, GLUDMC, the Zoning of the Property, and the Final Plat except as specifically provided herein. The Parties specifically intend that this Agreement grant to Developer the "vested rights" identified herein as that term is construed in Utah's common law and pursuant to Utah Code Ann. 10-9a-509 (2019). Without limiting the generality of the foregoing, it is the intent of this Agreement, to the fullest extent possible, to vest Developer with the rights to develop the remaining phases of the Development consistent with the laws, regulations, codes, and Public Infrastructure specifications as they exist on the date of final plat approval for phases 2-6, except, as to matters pertaining to road width, road location, and density, consistent with the previously approved concept plan for the Project.

3.2. **Exceptions.** The vested rights and the restrictions on the applicability of the City's Future Laws to the Project as specified in Section 3.1 are subject to the following exceptions:

3.2.1. **Master Developer Agreement.** The City's Future Laws or other regulations to which the Developer agrees in writing;

3.2.2. **State and Federal Compliance.** The City's Future Laws or other regulations which are generally applicable to all properties in the City and which are required to comply with State and Federal laws and regulations affecting the Project;

3.2.3. **Codes.** Any City's Future Laws that are updates or amendments to existing building, fire, plumbing, mechanical, electrical, dangerous buildings, drainage, or similar construction or safety related codes, such as the International Building Code, the APWA Specifications, AAHSTO Standards, the Manual of Uniform Traffic Control Devices or similar

standards that are generated by a nationally or statewide recognized construction/safety organization, or by the State or Federal governments and are required to meet legitimate concerns related to public health, safety or welfare;

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

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

3.2.6. **Impact Fees**. Impact Fees or modifications thereto which are lawfully adopted, and imposed by the City pursuant to Utah Code Ann. Section 11-36a-101 (2011) et seq.

3.2.7. **Planning and Zoning Modification**. Changes by the City to its planning principles and design standards as permitted by Local, State or Federal law.

3.2.8. **Compelling, Countervailing Interest**. Laws, rules or regulations that the City's land use authority finds, on the record, are necessary to avoid jeopardizing a compelling, countervailing public interest pursuant to Utah Code Ann. § 10-9a-509 (2020).

4. **Term of Agreement**. Unless earlier terminated as provided for herein, the term of this Agreement shall be until January 31, 2025. If Developer has not been declared to be currently in Default as of January 31, 2025 (and if any such Default is not being cured) then this Agreement shall be automatically extended until January 31, 2030. This Agreement shall also terminate automatically at Buildout.

5. **Addendum No. 1**. Addendum No. 1 contains the provisions of this Agreement that are specific to the development of the Project. If there is a conflict between this Agreement and Addendum No. 1, then Addendum No. 1 shall control.

6. **Public Infrastructure**.

6.1. **Construction by Developer**. Developer, at Developer's cost and expense, shall have the right and the obligation to construct or cause to be constructed and install all Public Infrastructure reasonably and lawfully required as a condition of approval of a Development Application pursuant to GLUDMC. Such construction must meet all applicable standards and requirements and must be approved by the City's engineer.

6.2. **Responsibility Before Acceptance**. Developer shall be responsible for all Public Infrastructure covered by this Agreement until final inspection of the same has been performed by the City, and a final acceptance and release has been issued by the City Council. The City shall not, nor shall any officer or employee thereof, be liable or responsible for any accident, loss or damage happening or occurring to the Public Infrastructure, nor shall any officer or employee thereof, be liable for any persons or property injured by reason of said Public Infrastructure; all of such liabilities shall be assumed by the Developer.

6.3. **Warranty.** Developer shall repair any defect in the design, workmanship or materials in all Public Infrastructure which becomes evident during a period of one year following the acceptance of the improvements by the City Council or its designee (Durability Testing Period). If during the Durability

Testing Period, any Public Infrastructure shows unusual depreciation, or if it becomes evident that required work was not done, or that the material or workmanship used does not comply with accepted standards, said condition shall, within a reasonable time, be corrected.

6.4. **Timing of Completion of Public Infrastructure.** In accordance with the diligence requirements for the various types of approvals as described in the GLUDMC, construction of the required Public Infrastructure shall be completed in each phase of development within 12 months after the City approval of a Final Plat for such phase. Upon a showing of good and sufficient cause by Developer the City shall, in accordance with the provisions of GLUDMC, grant one (1) six (6) month extension of time of performance if requested prior to expiration of the completion date.

6.5. **Bonding.** In connection with any Development Application, Developer shall provide bonds or other development security, including warranty bonds, to the extent required by GLUDMC, unless otherwise provided by Utah Code 10-9a-101, et seq. (2005), as amended. The Applicant shall provide such bonds or security in a form acceptable to the City or as specified in GLUDMC. Partial releases of any such required security shall be made as work progresses based on GLUDMC.

6.6. **City Completion.** The Developer agrees that in the event he does not: (a) complete all improvements within the time period specified under paragraph two above, or secure an extension of said completion date, (b) construct said improvements in accordance with City standards and as set forth in Paragraph one above, and (c) pay all claimants for material and labor used in the construction of said improvements, the City shall be entitled to declare the developer(s) in default, request and receive the funds held by the guarantor as surety and utilize the monies obtained to install or cause to be installed any uncompleted improvements and/or to pay any outstanding claims, as applicable. Provided however, that the City shall not be responsible for any work beyond the amount of funds so provided. Any funds remaining after completion of the improve e returned to the Guarantor. The Developer further agrees to be liable for any cost of improvements above the amount made available under the terms of this Agreement.

7. **Upsizing/Reimbursements to Developer.**

7.1. **Upsizing.** The City shall not require Developer to "upsize" any future Public Infrastructure (i.e., to construct the infrastructure to a size larger than required to service the Project) unless financial arrangements reasonably acceptable to Developer are made to compensate Developer for the incremental or additive costs of such upsizing to the extent required by law.

8. **Default.**

8.1. **Notice.** If Developer or the City fails to perform their respective obligations hereunder or to comply with the terms hereof, the Party believing that a Default has occurred shall provide Notice to the other Party.

8.2. **Contents of the Notice of Default.** The Notice of Default shall:

8.2.1. **Specific Claim.** Specify the claimed event of Default;

8.2.2. **Applicable Provisions.** Identify with particularity the provisions of any applicable law, rule, regulation or provision of this Agreement that is claimed to be in Default; and

8.2.3. **Optional Cure.** If the City chooses, in its discretion, it may propose a method and time for curing the Default which shall be of no less than sixty (60) daysduration, if weather conditions permit.

8.3. **Remedies.** Upon the occurrence of any Default, and after notice as required above, then the parties may have the following remedies:

8.3.1. **Law and Equity.** All rights and remedies available at law and in equity, including, but not limited to, injunctive relief and/or specific performance.

8.3.2. **Security.** The right to draw on any security posted or provided in connection with the Project and relating to remedying of the particular Default.

8.3.3. **Future Approvals.** The right to withhold all further reviews, approvals, licenses, building permits and/or other permits for development of the Project in the case of a default by Developer until the Default has been cured.

8.4. **Public Meeting.** Before any remedy in Section 8.3 may be imposed by the City the party allegedly in Default shall be afforded the right to attend a public meeting before the City Council and address the City Council regarding the claimed Default.

8.5. **Default of Assignee.** A default of any obligations expressly assumed by an assignee shall not be deemed a default of Developer.

8.6. **Limitation on Recovery for Default — No Damages against the City.** Anything in this Agreement notwithstanding Developer shall not be entitled to any claim for any claim for any monetary damages as a result of any breach of this Agreement and Developer waives any claims thereto. The sole remedy available to Developer and any assignee shall be that of specific performance.

9. **Notices.** All notices required or permitted under this Agreement shall, in addition to any other means of transmission, be given in writing by certified mail and regular mail to the following address:

To the Developer:

Updwell Development LLC

890 Heritage Park Blvd., Suite 104

Layton, Utah 84041

To the City:

Grantsville City

Attn: Mayor

429 East Main Street

Grantsville, Utah 84029

10. **Dispute Resolution.** Any disputes subject to mediation or arbitration shall be resolved pursuant to Addendum No. 2.

11. **Incorporation of Recitals and Exhibits**. The Recitals and Exhibits "A" - "B" are hereby incorporated into this Agreement.

12. **Headings**. The captions used in this Agreement are for convenience only and a not intended to be substantive provisions or evidences of intent.

13. **No Third-Party Rights/No Joint Venture**. This Agreement does not create a joint venture relationship, partnership or agency relationship between the City, or Developer. Except as specifically set forth herein, the parties do not intend this Agreement to create any third-party beneficiary rights.

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14.1. **Sale of Lots**. Developer's selling or conveying lots in any approved subdivision shall not be deemed to be an assignment.

14.2. **Related Entity**. Developer's transfer of all or any part of the Property to any entity "related" to Developer (as defined by regulations of the Internal Revenue Service in Section 165), Developer's entry into a joint venture for the development of the Project or Developer's pledging of part or all of the Project as security for financing shall also not be deemed to be an assignment. Developer shall give the City Notice of any event specified in this sub-section within ten (10) days after the event has occurred. Such Notice shall include providing the City with all necessary contact information for the newly responsible party.

14.3. **Process for Assignment**. Developer shall give Notice to the City of any proposed assignment and provide such information regarding the proposed assignee that the City may reasonably request in making the evaluation permitted under this Section. Such Notice shall include providing the City with all necessary contact information for the proposed assignee. Unless the City objects in writing within twenty (20) business days of notice, the City shall be deemed to have approved of and consented to the assignment. The City shall not unreasonably withhold consent.

14.4. **Partial Assignment**. If any proposed assignment is for less than all of Master Developer's rights and responsibilities then the assignee shall be responsible for the performance of each of the obligations contained in this MDA to which the assignee succeeds. Upon any such approved partial assignment Master Developer shall not be released from any future obligations as to those obligations which are assigned but shall remain jointly and severally liable with assignee(s) to perform all obligations under the terms of this Agreement which are specified to be performed by Developer. Notwithstanding the foregoing, if the Master Developer assigns all of its rights to one or more full phases of the Development, to a party to which the City has given consent, and such assignee has in writing covenanted to conform the development of such assigned phase to this Agreement, Master Developer shall be released from any future obligations as to that phase of the Development.

14.5. **Complete Assignment**. Developer may request the written consent of the City of an assignment of Developer's complete interest in this Agreement, which consent shall not be unreasonably withheld. In such cases, the proposed assignee shall have the qualifications and financial responsibility reasonably necessary and adequate, as reasonably required by the City, to fulfill all obligations undertaken in this Agreement by Developer. The City shall be entitled to review and consider the ability of the proposed assignee to perform, including financial ability, past performance and experience. After review, if the City gives its written consent to the assignment, Developer shall be released from its obligations under this Agreement for that portion of the Property for which such assignment is approved.

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18. **Time is of the Essence**. Time is of the essence to this Agreement and every right or responsibility shall be performed within the times specified.

19. **Appointment of Representatives**. To further the commitment of the Parties to cooperate in the implementation of this Agreement, the City and Developer each shall designate and appoint a representative to act as a liaison between the City and its various departments and the Developer. The initial representative for the City shall be the Mayor. The initial representative for Developer shall be Guy M. Haskell. The Parties may change their designated representatives by Notice. The representatives shall be available at all reasonable times to discuss and review the performance of the Parties to this Agreement and the development of the Project.

20. **Applicable Law**. This Agreement is entered into in Tooele County in the State of Utah and shall be construed in accordance with the laws of the State of Utah irrespective of Utah's choice of law rules.

21. **Venue**. Any action to enforce this Agreement shall be brought only in the Third District Court, Tooele County, in and for the State of Utah.

22. **Entire Agreement**. This Agreement, and all Exhibits thereto, documents referenced herein, is the entire agreement between the Parties and may not be amended or modified except either as provided herein or by a subsequent written amendment signed by all Parties.

23. **Mutual Drafting**. Each Party has participated in negotiating and drafting this Agreement and therefore no provision of this Agreement shall be construed for or against any Party based on which Party drafted any particular portion of this Agreement.

24. **No Relationship**. Nothing in this Agreement shall be construed to create any partnership, joint venture or fiduciary relationship between the parties.

25. **Amendment**. This Agreement may be amended only in writing signed by the parties hereto.

26. **Recordation and Running with the Land**. This Agreement shall be recorded in the chain of title for the Project. This Agreement shall be deemed to run with the land. The data disk of GLUDMC, **Exhibit C** shall not be recorded in the chain of title. A secure copy of **Exhibit C** shall be filed with the Tooele County Recorder and each party shall also have an identical copy.

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Jerry Houghton, Tooele County County Recorder

27. **Priority**. This Agreement shall be recorded against the Property senior to any respective covenants and any debt security instruments encumbering the Property.

28. **Authority**. The Parties to this Agreement each warrant that they have all necessary authority to execute this Agreement. Specifically, on behalf of the City, the signature of the Mayor of the City is affixed to this Agreement lawfully binding the City pursuant to Resolution No. 2020 adopted by the City on April 15, 2020.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by and through their respective, duly authorized representatives as of the day and year first herein above written.

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CITY

GRANTSVILLE CITY

Brent K. Marshall

By: Brent K. Marshall, Mayor

ACKNOWLEDGMENT

On the 21st day of May 2020 personally appeared before me Brent Marshall who being by me duly sworn, did say that he is the Mayor of Grantsville City, a political subdivision of the State of Utah, and that said instrument was signed in behalf of the City by authority of its City Council and said Mayor acknowledged to me that the City executed the same.

NOTARY PUBLIC

Kerri L Anderson

KERRI L ANDERSON
NOTARY PUBLIC -STATE OF UTAH
My Comm. Exp 03/18/2023
Commission # 705246

My Commission Expires: 3/18/2023

Residing at: Grantsville City

DEVELOPER

Updwell Development Highlands LLC

Guy M. Haskell

By: Guy M. Haskell, its Manager

ACKNOWLEDGMENT

On the 20 day of May 2020 personally appeared before me Guy M. Haskell who being by me duly sworn, did say that he is the Manager of Updwell Development Highlands LLC and that the foregoing instrument was duly authorized by the company at a lawful meeting held by authority of its operating agreement and signed in behalf of said company.

NOTARY PUBLIC

Kelly Rasmussen

KELLY RASMUSSEN
Notary Public State of Utah
My Commission Expires on:
December 3, 2023
Comm. Number: 709337

My Commission Expires: 12-3-23

Residing at: Beautiful Utah

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TABLE OF EXHIBITS

Exhibit "A"	Legal Description of Property (all 6 Phases) and Concept Map
Exhibit "B"	Final Plat of Phase 2
Exhibit "C"	GLUDMC (not attached)
Addendum No. 1	Specific Project Terms related to Phase 2
Addendum No. 2	Dispute Resolution Procedures

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Exhibit A

The Highlands Subdivision (All Six Phases) Legal Description

Tax Parcel No. 20-077-0-000R

ALL ROADS (HONEYCOMB DRIVE, COLONY DRIVE), DESERET HIGHLANDS SUBDIVISION PHASE 1, A SUBDIVISION OF GRANTSVILLE CITY. OUT OF 01-62-92 FOR 2020 YEAR. 1.45 AC

Tax Parcel No. 20-077-0-0101

LOT 101, DESERET HIGHLANDS SUBDIVISION PHASE 1, A SUBDIVISION OF GRANTSVILLE CITY. OUT OF 01-62-92 FOR 2020 YEAR. 0.193 AC

Tax Parcel No. 20-077-0-0102

LOT 102, DESERET HIGHLANDS SUBDIVISION PHASE 1, A SUBDIVISION OF GRANTSVILLE CITY. OUT OF 01-62-92 FOR 2020 YEAR. 0.193 AC

Tax Parcel No. 20-077-0-0103

LOT 103, DESERET HIGHLANDS SUBDIVISION PHASE 1, A SUBDIVISION OF GRANTSVILLE CITY. OUT OF 01-62-92 FOR 2020 YEAR. 0.193 AC

Tax Parcel No. 20-077-0-0104

LOT 104, DESERET HIGHLANDS SUBDIVISION PHASE 1, A SUBDIVISION OF GRANTSVILLE CITY. OUT OF 01-62-92 FOR 2020 YEAR. 0.249 AC

Tax Parcel No. 20-077-0-0105

LOT 105, DESERET HIGHLANDS SUBDIVISION PHASE 1, A SUBDIVISION OF GRANTSVILLE CITY. OUT OF 01-62-92 FOR 2020 YEAR. 0.302 AC

Tax Parcel No. 20-077-0-0106

LOT 106, DESERET HIGHLANDS SUBDIVISION PHASE 1, A SUBDIVISION OF GRANTSVILLE CITY. OUT OF 01-62-92 FOR 2020 YEAR. 0.212 AC

Tax Parcel No. 20-077-0-0107

LOT 107, DESERET HIGHLANDS SUBDIVISION PHASE 1, A SUBDIVISION OF GRANTSVILLE CITY. OUT OF 01-62-92 FOR 2020 YEAR. 0.179 AC

Tax Parcel No. 20-077-0-0108

LOT 108, DESERET HIGHLANDS SUBDIVISION PHASE 1, A SUBDIVISION OF GRANTSVILLE CITY. OUT OF 01-62-92 FOR 2020 YEAR. 0.162 AC

Tax Parcel No. 20-077-0-0109

LOT 109, DESERET HIGHLANDS SUBDIVISION PHASE 1, A SUBDIVISION OF GRANTSVILLE CITY. OUT OF 01-62-92 FOR 2020 YEAR. 0.161 AC

Tax Parcel No. 20-077-0-0110

LOT 110, DESERET HIGHLANDS SUBDIVISION PHASE 1, A SUBDIVISION OF GRANTSVILLE CITY. OUT OF 01-62-92 FOR 2020 YEAR. 0.161 AC

Tax Parcel No. 20-077-0-0111

LOT 111, DESERET HIGHLANDS SUBDIVISION PHASE 1, A SUBDIVISION OF GRANTSVILLE CITY. OUT OF 01-62-92 FOR 2020 YEAR. 0.161 AC

Tax Parcel No. 20-077-0-0112

LOT 112, DESERET HIGHLANDS SUBDIVISION PHASE 1, A SUBDIVISION OF GRANTSVILLE CITY. OUT OF 01-62-92 FOR 2020 YEAR. 0.161 AC

Tax Parcel No. 20-077-0-0113

LOT 113, DESERET HIGHLANDS SUBDIVISION PHASE 1, A SUBDIVISION OF GRANTSVILLE CITY. OUT OF 01-62-92 FOR 2020 YEAR. 0.161 AC

Tax Parcel No. 20-077-0-0114

LOT 114, DESERET HIGHLANDS SUBDIVISION PHASE 1, A SUBDIVISION OF GRANTSVILLE CITY. OUT OF 01-62-92 FOR 2020 YEAR. 0.161 AC

Tax Parcel No. 20-077-0-0115

LOT 115, DESERET HIGHLANDS SUBDIVISION PHASE 1, A SUBDIVISION OF GRANTSVILLE CITY. OUT OF 01-62-92 FOR 2020 YEAR. 0.161 AC

Tax Parcel No. 20-077-0-0116

LOT 116, DESERET HIGHLANDS SUBDIVISION PHASE 1, A SUBDIVISION OF GRANTSVILLE CITY. OUT OF 01-62-92 FOR 2020 YEAR. 0.161 AC

Tax Parcel No. 20-077-0-0117

LOT 117, DESERET HIGHLANDS SUBDIVISION PHASE 1, A SUBDIVISION OF GRANTSVILLE CITY. OUT OF 01-62-92 FOR 2020 YEAR. 0.161 AC

Tax Parcel No. 20-077-0-0118

LOT 118, DESERET HIGHLANDS SUBDIVISION PHASE 1, A SUBDIVISION OF GRANTSVILLE CITY. OUT OF 01-62-92 FOR 2020 YEAR. 0.161 AC

Tax Parcel No. 20-077-0-0119

LOT 119, DESERET HIGHLANDS SUBDIVISION PHASE 1, A SUBDIVISION OF GRANTSVILLE CITY. OUT OF 01-62-92 FOR 2020 YEAR. 0.161 AC

Tax Parcel No. 20-077-0-0120

LOT 120, DESERET HIGHLANDS SUBDIVISION PHASE 1, A SUBDIVISION OF GRANTSVILLE CITY. OUT OF 01-62-92 FOR 2020 YEAR. 0.161 AC

Tax Parcel No. 20-077-0-0121

LOT 121, DESERET HIGHLANDS SUBDIVISION PHASE 1, A SUBDIVISION OF GRANTSVILLE CITY. OUT OF 01-62-92 FOR 2020 YEAR. 0.261 AC

Tax Parcel No. 20-077-0-0122

LOT 122, DESERET HIGHLANDS SUBDIVISION PHASE 1, A SUBDIVISION OF GRANTSVILLE CITY. OUT OF 01-62-92 FOR 2020 YEAR. 0.161 AC

Tax Parcel No. 20-077-0-0123

LOT 123, DESERET HIGHLANDS SUBDIVISION PHASE 1, A SUBDIVISION OF GRANTSVILLE CITY. OUT OF 01-62-92 FOR 2020 YEAR. 0.161 AC

Tax Parcel No. 20-077-0-0124

LOT 124, DESERET HIGHLANDS SUBDIVISION PHASE 1, A SUBDIVISION OF GRANTSVILLE CITY. OUT OF 01-62-92 FOR 2020 YEAR. 0.161 AC

Tax Parcel No. 01-062-0-0037

BEG AT S 1/4 COR SEC 26, T2S, R6W, N 20 CHS, E 8.6 CHS, S 37 39' E 26.4 CH M/L, W 24.6 CH TO BEG CONT 33.20 AC 33.20 AC

Tax Parcel No. 01-062-0-0094

BEG AT SW COR OF SEC 26, T2S, R6W, SLB&M, E 2640 FT, N 1950 FT M/L, NW`LY 870 FT M/L, W 2120 FT, S 2640 FT TO BEG. 156.03 AC ---ALSO BEG AT W 1/4 COR OF SEC 26, T2S, R6W, SLB&M; TH N 89°21'45" E 1320.94 FT; TH N ALG 40 LI 1053.45 FT M/L TO A PT ON THE SWLY R/W LI OF HWY SR-138; TH N 37°01'44" W ALG SD R/W LI OF HWY SR-138 683.32 FT TO A PT ON THE SELY BDY OF GRANTSVILLE LLC SUBDIVISION RECORDED IN THE OFFICE OF THE TOOELE COUNTY RECORDER; TH S 53°08'05" W 1135.43 FT M/L TO THE W LI OF SEC 26, TH S 00°18'28" E 934.29 FT TO POB. (BALANCE OF 1-62-1 AFTER PT TO GRANTSVILLE LLC SUB (14-82-1) FOR 2004 YEAR.) 199.49 AC -----LESS 5.80 AC (SWD ENTRY #474255). BALANCE OF 1-62-70 AFTER 1-62-92 FOR 2019 YEAR. 193.69 AC-------LESS 7.61 AC (SWD ENTRY # 505467) BALANCE OF 1-62-93 AFTER 1-62-94 FOR 2021 YEAR. 186.08 AC

Tax Parcel No. 01-062-0-0095

BEGINNING AT A POINT ON A SOUTHERLY LINE OF DESERET HIGHLANDS SUBDIVISION PHASE 1
AS RECORDED WITH THE OFFICE OF THE TOOELE COUNTY RECORDER, SAID POINT BEING
LOCATED NORTH 00°18'28" WEST 610.59 FEET ALONG THE SECTION LINE, AND NORTH 53°08'20"
EAST 671.46 FEET FROM THE WEST QUARTER CORNER OF SECTION 26, TOWNSHIP 2 SOUTH,
RANGE 6 WEST, SALT LAKE BASE AND MERIDIAN, TOOELE COUNTY, UTAH, AS MONUMENTED BY
A BRASS CAP ON A STEEL POST SET IN 1992, AND RUNNING THENCE EASTERLY ALONG THE
SOUTHERLY BOUNDARY OF SAID DESERET HIGHLANDS SUBDIVISION PHASE I THE FOLLOWING
FIVE (5) COURSES:
1) NORTH 53°08'20" EAST 378.04 FEET, 2) SOUTH 37°02'16" EAST 210.31 FEET,
3) NORTH 52°57'44" EAST 100.00 FEET, 4) SOUTH 37°02'16" EAST 38.55 FEET,
5) NORTH 52°57'44" EAST 180.00 FEET TO THE SOUTHWESTERLY LINE OF STATE HIGHWAY 138;
THENCE SOUTH 37°02'16" EAST 407.73 FEET ALONG SAID SOUTHWESTERLY LINE;
THENCE SOUTH 53°08'20" WEST 252.29 FEET TO A POINT ON OF A 120.00-FOOT-RADIUS CURVE TO
THE LEFT; THENCE SOUTHWESTERLY 48.60 FEET ALONG SAID CURVE THROUGH A CENTRAL
ANGLE OF 23°12'23", CHORD BEARS SOUTH 41°32'09" WEST 48.27 FEET, TO A POINT OF REVERSE
CURVATURE WITH A 180.00-FOOT-RADIUS CURVE TO THE RIGHT; THENCE SOUTHWESTERLY 72.09
FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 22°56'52", CHORD BEARS SOUTH
41°24'23" WEST 71.61 FEET, TO A POINT OF REVERSE CURVATURE WITH A 25.00-FOOT- RADIUS
CURVE TO THE LEFT; THENCE SOUTHERLY 35.07 FEET ALONG SAID CURVE THROUGH A CENTRAL
ANGLE OF 80°21'55", CHORD BEARS SOUTH 12°41'51" WEST 32.26 FEET; THENCE SOUTH 43°48'03"
WEST 64.38 FEET TO A POINT ON A NON-TANGENT, 25.00-FOOT-RADIUS CURVE TO THE LEFT;
THENCE NORTHWESTERLY 45.71 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF
104°45'47", CHORD BEARS
NORTH 74°28'47" WEST 39.60 FEET TO A POINT OF TANGENCY; THENCE SOUTH

53°08'20" WEST
140.56 FEET; THENCE NORTH 36°51'40" WEST 260.00 FEET; THENCE NORTH I1°37'37" WEST 66.33
FEET; THENCE NORTH 36°51'40" WEST 100.00 FEET; THENCE SOUTH 53°08'20" WEST 70.00 FEET;
THENCE NORTH 36°51'40" WEST 100.00 FEET; THENCE NORTH 32°53'56" WEST 60.14 FEET; THENCE
NORTH 36°51'40" WEST 100.00 FEET TO THE SOUTHERLY LINE OF SAID DESERET HIGHLANDS
SUBDIVISION PHASE 1 AND THE POINT OF BEGINNING. OUT OF 1-62-93 AND 1-62-8 FOR 2021 YEAR. 8.22 AC

Tax Parcel No. 01-063-0-0003

BEG 1701.40 FT S M/L ALG SEC LI TO A PT ON THE SELY BDY OF GRANTSVILLE LLC SUB RECORDED IN THE OFFICE OF THE TOOELE COUNTY RECORDER FROM THE NE COR OF SEC 27, T2S, R6W, SLB&M; TH S 00°18'28" E ALG SEC LI 934.29 FT TO THE E 1/4 COR; TH S 89°57'52" W ALG 1/4 SEC LI 1023 FT M/L TO GRANTSVILLE CITY BDY; TH N 171.57 FT M/L TO SD GRANTSVILLE LLC SUB; TH N 53°08'05" E ALG THE SELY BDY OF SD SUB 1272.51 FT M/L TO POB. ---ALSO THE E 1023 FT OF THE E 1/2 OF THE SE 1/4 OF SEC 27, T2S, R6W, SLB&M. (BALANCE OF 1-63-1 AFTER PT TO GRANTSVILLE LLC SUBDIVISION (14-82-1) FOR 2004 YEAR.) 74.81 AC 12/16/2003

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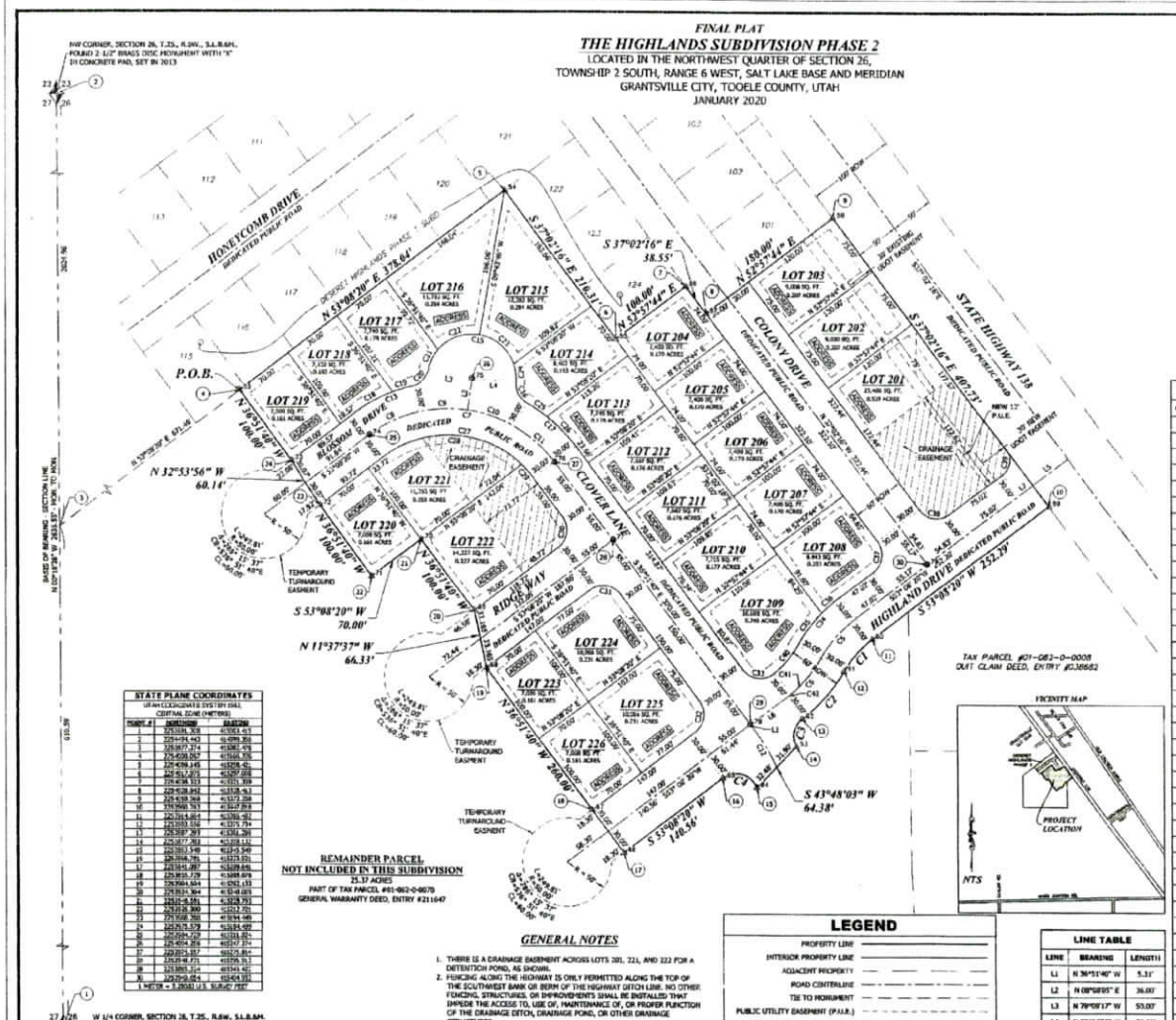
Exhibit B

Final Plat of Phase 2

Approved CC 5-20-2020

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FINAL PLAT
THE HIGHLANDS SUBDIVISION PHASE 2
LOCATED IN THE NORTHWEST QUARTER OF SECTION 26,
TOWNSHIP 2 SOUTH, RANGE 6 WEST, SALT LAKE BASE AND MERIDIAN
GRANTSVILLE CITY, TOOELE COUNTY, UTAH
JANUARY 2020



TAX PARCEL #01-082-0-0005
QUIT CLAIM DEED, ENTRY #338682

VICINITY MAP

STATE PLANE COORDINATES
UTAH COORDINATE SYSTEM 1983
CENTRAL ZONE (METERS)

POINT #	NORTHING	EASTING
1	7251016.308	615061.401
2	7251194.442	614996.306
3	7251877.274	615061.436
4	7254030.057	615146.376
5	7254299.145	615208.421
6	7254512.673	615257.698
7	7254748.333	615311.359
8	7254938.842	615358.463
9	7255169.366	615373.284
10	7255960.765	615419.858
11	7255364.664	615361.952
12	7255003.056	615315.734
13	7254987.397	615312.381
14	7254877.782	615298.145
15	7255002.349	615243.540
16	7255066.781	615215.051
17	7255145.887	615208.645
18	7255155.729	615085.676
19	7255064.664	615061.453
20	7255034.364	615048.685
21	7255014.581	615028.793
22	7254918.300	615017.701
23	7255008.392	615014.149
24	7254975.579	614984.487
25	7254984.729	614983.821
26	7254984.306	614947.274
27	7255005.357	614925.814
28	7255148.771	614936.361
29	7255881.724	615344.452
30	7255960.854	615404.982

1 METER = 3.28083 U.S. SURVEY FEET

REMAINDER PARCEL
NOT INCLUDED IN THIS SUBDIVISION
25.37 ACRES
PART OF TAX PARCEL #01-082-0-0075
GENERAL WARRANTY DEED, ENTRY #211647

GENERAL NOTES
1. THERE IS A DRAINAGE EASEMENT ACROSS LOTS 201, 221, AND 222 FOR A DETENTION POND, AS SHOWN.
2. FENCING ALONG THE HIGHWAY IS ONLY PERMITTED ALONG THE TOP OF THE SOUTHWEST BANK OR BERM OF THE HIGHWAY DITCH LINE. NO OTHER FENCING, STRUCTURES, OR IMPROVEMENTS SHALL BE INSTALLED THAT IMPEDE THE ACCESS TO, USE OF, MAINTENANCE OF, OR PROPER FUNCTION OF THE DRAINAGE DITCH, DRAINAGE POND, OR OTHER DRAINAGE STRUCTURES.
3. ALL ROADWAYS WITHIN THIS SUBDIVISION ARE DEDICATED PUBLIC WOADS.
4. THE ZONE D DESIGNATION ON NFIP MAPS IS USED FOR AREAS WHERE THERE ARE POSSIBLE BUT UNDETERMINED FLOOD HAZARDS. IN AREAS DESIGNATED AS ZONE D, NO ANALYSES OF FLOOD HAZARDS HAS BEEN CONDUCTED.

LEGEND
PROPERTY LINE
INTERIOR PROPERTY LINE
ADJACENT PROPERTY
ROAD CENTERLINE
TIE TO MONUMENT
PUBLIC UTILITY EASEMENT (P.U.E.)
STREET MONUMENT TO BE SET
SET 5/8" REBAR WITH HBA EXTELLUS CAP, LS #166385, AT CORNER (UNLESS OTHERWISE NOTED)

RECORD OF SURVEY #2018-0008-01

SCALE: 1" = 60'

TYPICAL LOTS
STANDARD LOT
CORNER LOT

CURVE TABLE

CURVE	LENGTH	RADIUS	Δ	CH BEARING	CH LENGTH
C1	48.67	120.00	023°13'23"	S 41°32'05" W	48.27
C2	73.09	180.00	023°15'52"	S 41°24'23" W	71.61
C3	35.07	25.00	080°21'35"	S 12°41'51" W	32.26
C4	45.71	25.00	104°45'47"	N 7°28'47" W	39.60
C5	60.75	150.00	023°12'23"	S 41°32'05" W	60.34
C6	60.05	150.00	022°56'52"	N 41°24'23" E	59.68
C7	235.62	150.00	090°00'00"	N 81°51'40" W	212.13
C8	61.75	150.00	023°35'10"	N 64°55'55" E	61.31
C9	56.06	150.00	021°24'58"	N 87°25'35" E	55.74
C10	56.06	150.00	021°24'44"	S 71°09'18" E	55.73
C11	61.75	150.00	023°35'18"	S 48°39'18" E	61.32
C12	51.15	250.00	011°43'19"	N 31°00'00" W	51.06
C13	74.10	180.00	023°35'10"	S 64°55'55" W	73.58
C15	150.61	50.00	172°35'07"	N 81°51'43" W	99.79
C16	38.31	25.00	064°52'47"	S 38°08'33" E	36.82
C17	74.10	180.00	023°35'18"	N 48°28'18" W	73.58
C18	51.12	180.00	016°16'16"	S 61°16'28" W	50.95
C19	22.98	180.00	007°18'54"	S 77°45'02" W	22.97
C20	28.31	25.00	064°52'47"	N 44°17'57" E	26.82
C21	24.36	50.00	028°28'53"	N 38°08'33" E	24.00
C22	51.84	50.00	059°24'05"	N 79°01'43" E	49.53
C23	33.31	50.00	061°09'25"	S 49°47'32" E	50.83
C24	20.60	50.00	023°36'40"	S 07°22'29" E	20.46
C25	27.24	180.00	008°40'12"	N 56°06'50" W	27.21
C26	46.87	180.00	014°55'04"	N 64°19'12" W	46.73
C27	188.30	120.00	090°00'02"	N 81°51'40" W	169.71
C28	168.40	120.00	080°24'21"	S 86°39'28" E	154.92
C29	20.09	120.00	009°35'39"	S 41°39'28" E	20.07
C30	39.27	25.00	090°00'00"	N 08°08'20" E	35.36
C31	39.27	25.00	090°00'00"	S 81°51'40" E	35.36
C32	39.27	25.00	090°00'00"	S 08°08'20" W	35.36
C33	40.59	25.00	093°01'01"	S 82°22'11" E	36.27
C34	72.00	180.00	023°12'23"	S 41°32'05" W	72.41
C35	94.90	180.00	01°47'12"	S 27°08'42" W	94.78
C36	38.00	180.00	008°54'51"	S 48°46'54" W	27.98
C37	39.35	25.00	090°10'26"	N 08°03'52" E	35.41
C38	39.19	25.00	089°48'24"	S 81°56'58" E	35.30
C39	31.40	20.00	090°10'26"	N 08°03'01" E	28.33
C40	42.28	120.00	020°11'22"	N 40°01'58" E	42.07
C41	52.86	150.00	020°11'22"	N 40°01'58" E	52.58
C42	7.22	150.00	002°45'30"	N 61°30'04" E	7.22

LINE TABLE

LINE	BEARING	LENGTH
L1	N 36°51'40" W	5.31'
L2	N 08°08'05" E	36.00'
L3	N 79°08'17" W	50.00'
L4	N 85°29'09" W	50.00'
L5	N 53°08'20" E	50.00'
L6	S 53°08'14" W	50.68'
L7	S 53°08'20" W	20.16'

SURVEYOR'S CERTIFICATE

I, JEREMIAH R. CUNNINGHAM, A PROFESSIONAL LAND SURVEYOR HOLDING CERTIFICATE NO. 9182497 AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH, DO HEREBY CERTIFY THAT BY THE AUTHORITY OF THE OWNERS I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED HEREWITH AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS AND STREETS HEREAFTER TO BE KNOWN AS THE HIGHLANDS SUBDIVISION PHASE 2 AND THAT SAME HAS BEEN CORRECTLY SURVEYED AND STAKED ON THE GROUND AS SHOWN.

No. 9182497 Jeremiah Cunningham — STATE OF UTAH

JEREMIAH R. CUNNINGHAM, P.L.S. UT #9182497

DESCRIPTION

BEGINNING AT A POINT ON A SOUTHERLY LINE OF DESERET HIGHLANDS SUBDIVISION PHASE 1 AS RECORDED WITH THE OFFICE OF THE TOOELE COUNTY RECORDER, SAID POINT BEING LOCATED NORTH 00°18'28" WEST 616.59 FEET ALONG THE SECTION LINE, AND NORTH 89°08'20" EAST 871.46 FEET FROM THE WEST QUARTER CORNER OF SECTION 26, TOWNSHIP 2 SOUTH, RANGE 6 WEST, SALT LAKE BASE AND MERIDIAN, TOOELE COUNTY, UTAH, AS MONUMENTED BY A BRASS CAP ON A STEEL POST SET IN 1992, AND RUNNING THENCE EASTERLY ALONG THE SOUTHERLY BOUNDARY OF SAID DESERET HIGHLANDS SUBDIVISION PHASE 1 THE FOLLOWING FIVE (5) COURSES:
1) NORTH 53°08'20" EAST 378.04 FEET; 2) SOUTH 37°02'16" EAST 210.31 FEET;
3) NORTH 53°57'44" EAST 180.00 FEET; 4) SOUTH 37°02'16" EAST 38.55 FEET;
5) NORTH 52°57'44" EAST 180.00 FEET TO THE SOUTHWESTERLY LINE OF STATE HIGHWAY 138;
THENCE SOUTH 37°02'16" EAST 407.73 FEET ALONG SAID SOUTHWESTERLY LINE;
THENCE SOUTH 52°08'20" WEST 252.39 FEET TO A POINT ON A 120.00-FOOT-RADIUS CURVE TO THE LEFT; THENCE SOUTHWESTERLY 48.60 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 23°12'23", CHORD BEARS SOUTH 41°32'05" WEST 48.27 FEET, TO A POINT OF REVERSE CURVATURE WITH A 180.00-FOOT-RADIUS CURVE TO THE RIGHT; THENCE SOUTHWESTERLY 73.09 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 23°15'52", CHORD BEARS SOUTH 41°24'23" WEST 71.61 FEET, TO A POINT OF REVERSE CURVATURE WITH A 25.00-FOOT- RADIUS CURVE TO THE LEFT;
THENCE SOUTHERLY 35.07 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 80°21'35", CHORD BEARS SOUTH 12°41'51" WEST 32.26 FEET; THENCE SOUTH 43°48'03" WEST 64.38 FEET TO A POINT ON A NON-TANGENT, 25.00-FOOT-RADIUS CURVE TO THE LEFT; THENCE NORTHWESTERLY 45.71 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 104°45'47", CHORD BEARS NORTH 7°28'47" WEST 39.60 FEET TO A POINT OF TANGENCY; THENCE SOUTH 53°08'20" WEST 140.56 FEET; THENCE NORTH 36°51'40" WEST 200.00 FEET; THENCE NORTH 11°37'37" WEST 66.33 FEET; THENCE NORTH 36°51'40" WEST 100.00 FEET; THENCE SOUTH 53°08'20" WEST 70.00 FEET;
THENCE NORTH 36°51'40" WEST 100.00 FEET; THENCE NORTH 32°53'56" WEST 60.14 FEET; THENCE NORTH 36°51'40" WEST 100.00 FEET TO THE SOUTHERLY LINE OF SAID DESERET HIGHLANDS SUBDIVISION PHASE 1 AND THE POINT OF BEGINNING.
CONTAINING 8.219 ACRES.

OWNERS DEDICATION AND CONSENT TO RECORD

KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED ARE THE OWNERS OF THE HEREON DESCRIBED TRACT OF LAND AND HEREBY CAUSE THE SAME TO BE DIVIDED INTO LOTS AND STREETS TOGETHER WITH EASEMENTS AS SET FORTH HEREAFTER TO BE KNOWN AS THE HIGHLANDS SUBDIVISION PHASE 2. THE UNDERSIGNED OWNERS HEREBY DEDICATE TO GRANTSVILLE CITY ALL THOSE PARTS OR PORTIONS OF SAID TRACT OF LAND OR SAID PLAT DESIGNATED HEREON AS STREETS, THE SAME TO BE USED AS PUBLIC THOROUGHFARES FOREVER. THE UNDERSIGNED OWNERS ALSO HEREBY CONVEY TO ANY AND ALL PUBLIC AND PRIVATE UTILITY COMPANIES PROVIDING SERVICE TO THE HEREON DESCRIBED TRACT A PERPETUAL, NONEXCLUSIVE EASEMENT OVER THE STREETS AND PUBLIC UTILITY EASEMENTS SHOWN ON THIS PLAT, THE SAME TO BE USED FOR DRAINAGE AND THE INSTALLATION, MAINTENANCE AND OPERATION OF PUBLIC UTILITY SERVICE LINES AND FACILITIES.

IN WITNESS WHEREOF WE HAVE HEREUNTO SET OUR HANDS THIS _____ DAY OF _____, 2018.

GUY H. HASKELL
UPDWELL DEVELOPMENT HIGHLANDS L.L.C.

L.L.C. ACKNOWLEDGMENT

ON THE _____ DAY OF _____, 2018 THERE PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, GUY H. HASKELL, WHO BEING BY ME DULY SWORN DID SAY THAT HE IS A MEMBER OF UPDWELL DEVELOPMENT HIGHLANDS L.L.C., AND THAT SAID INSTRUMENT WAS SIGNED IN BEHALF OF SAID L.L.C. BY A RESOLUTION OF ITS MEMBERS AND ACKNOWLEDGED TO ME THAT SAID L.L.C. EXECUTED THE SAME.

NOTARY PUBLIC: _____

RESIDENCE: _____

MY COMMISSION EXPIRES: _____

Extellus
PROJECT #2019007 — SR HOUSE — LAN SURVEY — LF 08/2019

CITY MAYOR'S APPROVAL
PRESENTED TO THE MAYOR OF GRANTSVILLE CITY, UTAH, ON THIS ___ DAY OF _____, 20__.
CITY RECORDER ATTEST: _____
MAYOR: _____

PLANNING COMMISSION CHAIR
APPROVED THIS ___ DAY OF _____, 20__.
_____ PLANNING COMMISSION CHAIR.
BY: _____

CITY FIRE DEPARTMENT
APPROVED THIS ___ DAY OF _____, 20__.
_____
BY: _____

TOOELE COUNTY SURVEY DEPT.
APPROVED THIS ___ DAY OF _____, 20__.
_____ TOOELE COUNTY SURVEY DEPARTMENT DIRECTOR.
BY: _____

PUBLIC WORKS DIRECTOR
APPROVED THIS ___ DAY OF _____, 20__.
_____ PUBLIC WORKS DIRECTOR.
BY: _____

GRANTSVILLE CITY ENGINEER
APPROVED THIS ___ DAY OF _____, 20__.
BY GRANTSVILLE CITY ENGINEER.
BY: _____

CITY ATTORNEY'S APPROVAL
APPROVED THIS ___ DAY OF _____, 20__.
BY GRANTSVILLE CITY ATTORNEY.
BY: _____

TOOELE COUNTY TREASURER
APPROVED THIS ___ DAY OF _____, 20__.
BY TOOELE COUNTY TREASURER.
BY: _____

TOOELE COUNTY RECORDER
RECORDED #_____
STATE OF UTAH, COUNTY OF TOOELE,
RECORDED AND FILED AT THE REQUEST OF _____
DATE _____ TIME ____ BOOK ____ PAGE ____
FEE $ _____ COUNTY RECORDER

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06/10/2020 03:25:17 PM AGREEMENT
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FEE $0.00 BY GRANTSVILLE CITY
Jerry Houghton, Tooele County County Recorder

Addendum No. 1

(Project-specific terms for Phase 2)

TERMS

1. Definitions. The capitalized terms used in this Addendum No. 1 shall have the meanings set forth in the MDA unless otherwise specified herein.

2. Construction Coordination:

a. The Developer shall provide the City 48 hours' notice to coordinate with the City prior to working on or around existing City water and sewer infrastructure.

b. All connections to City water and sewer infrastructure shall be inspected by the City prior to back-filling.

c. The Developer shall request inspections at least 48 hours prior to the day the Contractor desires the inspection to occur.

d. The Developer shall request disinfection testing at least 48 hours prior to the day the Contractor desires the testing to occur.

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Jerry Houghton, Tooele County County Recorder

Addendum No. 2

(Dispute Resolution)

1. **Meet and Confer**. The City and Developer/Applicant shall meet within fifteen (15) business days of any dispute under this Agreement to resolve the dispute.

2. **Mediation**.

2.1. **Disputes Subject to Mediation**. Disputes that are not subject to arbitration provided in Section 3 shall be mediated.

2.2. **Mediation Process**. If the City and Developer/Applicant are unable to resolve a disagreement subject to mediation, the Patties shall attempt within ten (10) business days to appoint a mutually acceptable mediator with knowledge of the legal issue in dispute. If the Parties are unable to agree on a single acceptable mediator they shall each, within ten (10) business days, appoint their own representative. These two representatives shall, between them, choose the single mediator. The parties shall equally split the fees of the chosen mediator. The chosen mediator shall within fifteen (15) business days from selection, or such other time as is reasonable under the circumstances, review the positions of the Parties regarding the mediation issue and promptly attempt to mediate the issue between the Parties. If the Parties are unable to reach an agreement, the Parties shall request that the mediator notify the Parties in writing of the resolution that the mediator deems appropriate. The mediator's opinion shall not be binding on the Parties.

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FEE $0.00 BY GRANTSVILLE CITY
Jerry Houghton, Tooele County County Recorder

STATE OF UTAH)
) SS:
COUNTY OF TOOELE)

I, Christine Webb, do hereby certify that I am the duly appointed, qualified and acting Recorder for the Grantsville City Council, (the "City"), State of Utah, and do further certify that the foregoing is a true and correct copy of Resolution 2020-27 duly adopted by the City of Grantsville, by the Council thereof at a meeting duly called and held in Grantsville, UT on the 20th day of May, 2020.

(S E A L)



Christine Webb
City Recorder

Please Refer to Part Two of the Packet for the remainder of this Planning Commission Meeting information.

AGENDA ITEM #4

Discussion regarding the Estates at Twenty Wells PUD

AGENDA ITEM #5

Discussion regarding Sun Sage Terraces PUD

AGENDA ITEM #6

Discussion of a Rezone for property owned by Byron Christiansen at approx. 1042 N Old Lincoln Hwy

AGENDA ITEM #7

Discussion regarding approval of Development Checklists for Grantsville City Community and Economic Development

AGENDA ITEM #8

Discussion of an amendment to the Grantsville Land Use and Management Code - Chapter 16, Table 16.1

AGENDA ITEM #9

Election of a new chairperson for the
Grantsville Planning Commission for 2024

AGENDA ITEM #10

Report from City Council liaison Mayor Critchlow

AGENDA ITEM #11

Adjourn