AGENDA ITEM #6

Consideration of the proposed plat amendment to vacate and amend lot 109 in Phase 1 of the Cherry Wood Estates subdivision.

Planning and Zoning
336 W. Main St.
Grantsville, UT 84029
Phone: (435) 884-1674

Staff Report Summary for Plat Amendment of Cherry Wood Subdivision 109

Applicant Name: Mike De Carlo
Request: Lot 109 Amendment
Prepared By: Shelby Moore

Meeting Date: July 18th, 2024
Public Hearing Date: July 9th, 2024
Acreage: 1.13
Current Zone: RR-1-21

Planning Staff Explanation: Consideration of the Amendment of the Cherry Wood Subdivision lot 109 retention basin

The current owner is responsible to maintain the drainage basin on their lot that is 1.13 acres. Mike De Carlo with DR Horton is requesting to dedicate the retention basin to the City, due to the size and maintenance requirements of the basin.

Application

Subdivision Application

Date: 05/07/2024

Developer / Engineer

Developer Name:	D. R. Horton - Mike De Carlo, Project Manager	Engineer Name:	Justin Luudberg
Address:	12351 S. Gateway Park Place, Suite D-100	Address:	
City, State, Zip:	Draper, UT 84020	City, State, Zip:	
Phone:	[redacted]	Phone:	[redacted]
Email:	[redacted]	Email:	[redacted]

Owner Information

Owner Name:	D.R. Horton, Inc.	Phone:	[redacted]
Address:			
City, State, Zip:			

Location

Contact Type:	Property Owner	Development:	Cherry Wood
Permit Type:	Subdivision	# of Acres:	1.67
Development Type:	Minor	Total Lots:	2
Site Address:	804 W CHERRY ST	Lot Sizes:	.84
City, State, Zip:		Current Zoning:	
Site Parcel #:	22-029-0-0109		

Project Description:

I (We) understand that the Planning Commission shall not authorize a CUP / PUD unless the evidence presented is such as to establish that such use will not, under the circumstances of the particular case, be detrimental to the health, safety or general welfare of persons residing or working in the vicinity, and the proposed use will comply with the regulations and conditions specified in the Grantsville City zoning ordinance for such use.

Mike De Carlo	05/07/2024
Name	Date



CLARE A HALLADAY JT
01-065-0-0025
R022996

GARY HILL
01-065-0-0031
R010961

138 HWY

Bluegrass Way

Clark St

Love Cir

Tiebreaker Dr

Jonagold Way

Maraschino Lane

Vista View

Chadwick Cir

Meadow Lark Cir

Kent Street

Banner Drive

Parker Place

Wayne Way

FLYWAY HOLDINGS LLC
01-065-0-0081
R100688

Apple Mill Rd

Parkview Dr

GRANTSVILLE STORAGE INVESTORS, LLC
01-065-0-0080
R100660

MOIR JAMES S
21-004-0-0422
R006826

Maraschino Ln

Sage Wood Cir

BROWN ISAAC
21-058-0-0534
R098119

Juniper Ct

YATES KARRYL JT
13-059-0-0117
R006488

WATSON KAREN JT
01-065-0-0069
R098756

Wild Cherry Way

Cherry Ridge Ct

Cherry Blossom Ln

BUTLER RONALD G JT
01-065-0-0075
R100274

BUTLER SPENCER JT
01-066-0-0025
R100278

BUTLER RONALD G JT
01-065-0-0076
R100275

D.R. HORTON, INC
22-029-0-0109
R100309

Cherry St

Bing Cherry Way

PECK CHAZ
22-029-0-0114
R100314

Cherry Wood Ln

Cherry Hill St

C.G GRANTSVILLE, LLC
24-001-0-0207
R102575

TERRY A STARLEY JT
01-066-0-0016
R016908

KEVIN S JENSEN JT
01-066-0-0012
R001848

Cherry Orchard Ln

Site Plan

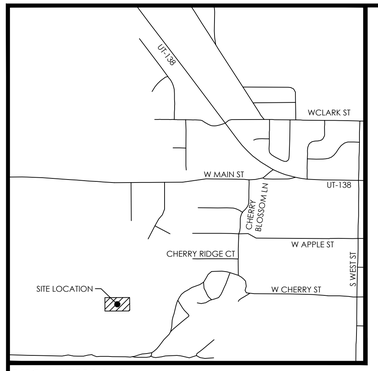

Parcel: 22-029-0-0109
EagleWebURL More info
Designation PRIVATE
ParcelNumber 22-029-0-0109
AccountNumber R100309
TaxYear 2024
TotalAcres 1.66
Primary Owner Name D.R. HORTON, INC
All Owners D.R. HORTON, INC
PLSS S 35 T 2S R 6W
Area Name GRANTSVILLE
TotalMarket 219,800.00
TotalTaxable 219,800.00
Zoom to
D.R. HORTON, INC
22-029-0-0109
R100309
Cherry St
Bang Cherry Way
Cherry
Wild Cherry Way
GRANTSVILLE CITY
Cherry Orchard Ln
(UNSURE)

CHERRY WOOD ESTATES SUBDIVISION

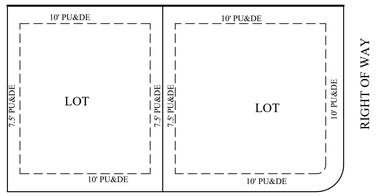
PHASE 1

VACATING & AMENDING ALL OF LOT 109

LOCATED IN THE SE 1/4 SECTION 35, TOWNSHIP 2 SOUTH, RANGE 6 WEST,
SALT LAKE BASE & MERIDIAN
GRANTSVILLE CITY, TOOELE COUNTY, UTAH



VICINITY MAP
N.T.S



TYPICAL PUBLIC UTILITIES AND DRAINAGE EASEMENT
N.T.S.

LEGEND

- BOUNDARY
- SECTION LINE
- EASEMENT
- RIGHT-OF-WAY LINE
- CENTERLINE
- BUILDING SETBACK
- EXISTING PROPERTY LINE
- SECTION MONUMENT (FOUND)
- STREET MONUMENT (TO BE SET)
- BOUNDARY MARKERS
- PRIVATE DRAINAGE AREA TO REMAIN AND BE MAINTAINED BY THE PROPERTY OWNER

NOTES

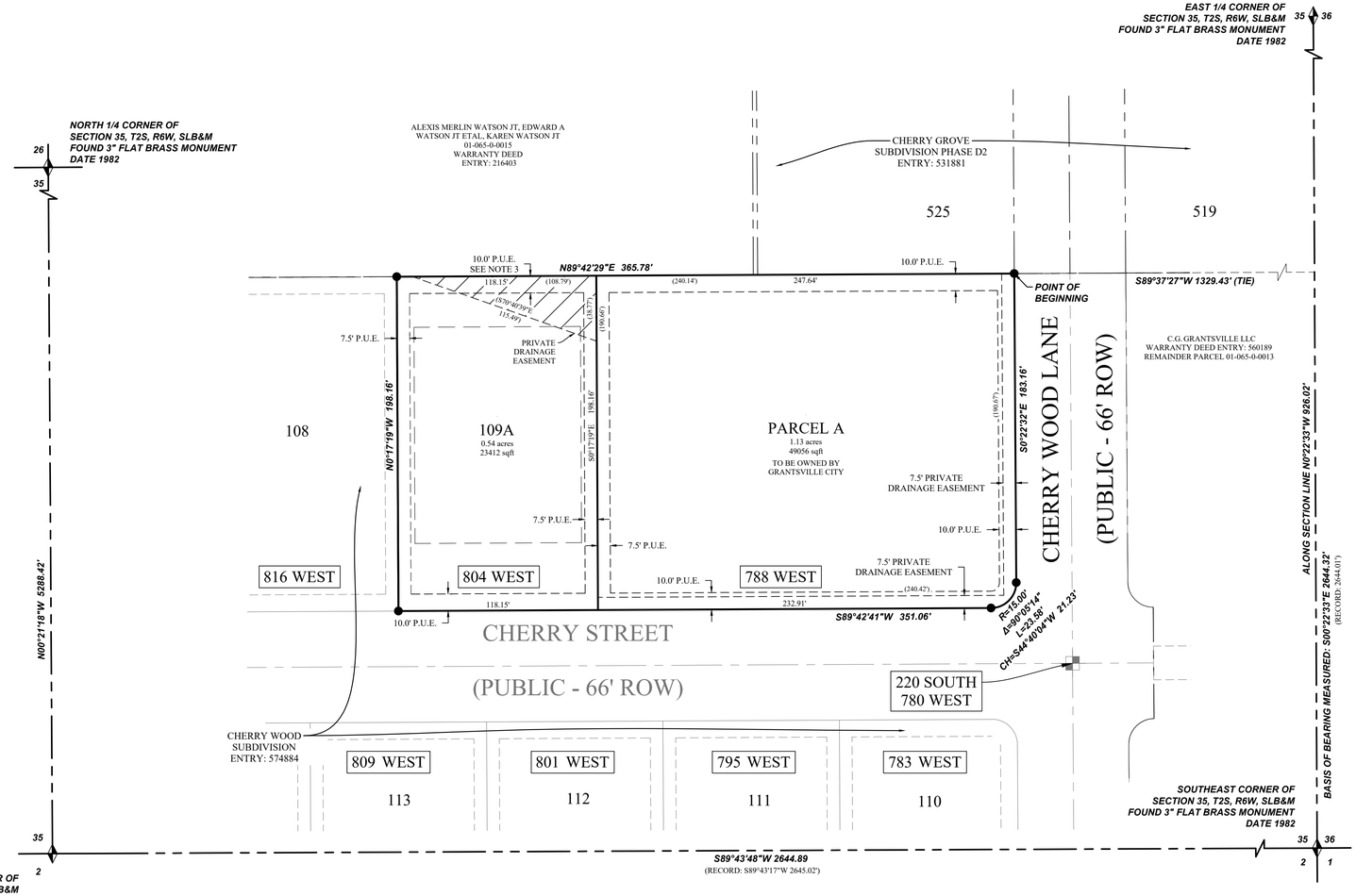
1. #5 REAR REBAR & CAP (FOCUS ENG) TO BE SET AT ALL LOT CORNERS. NAILS OR PLUGS TO BE SET IN TOP BACK OF CURB AT EXTENSION OF SIDE LOT LINES, IN LIEU OF REBAR AND CAPS AT FRONT LOT CORNERS.
2. MAX DRIVEWAY WIDTH 30' WIDE
3. PARCEL A PROPERTY OWNER AGREES TO MAINTAIN THE RETENTION AREAS AS APPROVED BY THE CITY ENGINEER, AND CONSTRUCTED BY THE DEVELOPER/BUILDER, AND THAT THEY WILL NOT ALTER THE GRADING, NOR ALLOW ANY DRAINAGE TO DISCHARGE ON THE NEIGHBORING PROPERTIES, OR PUT ANY IMPERVIOUS SURFACES IN THE AREA SHOWN ON THE PLAT. THIS REQUIREMENT WILL RUN WITH PROPERTY AND APPLY TO ALL FUTURE PROPERTY OWNERS.



GRAPHIC SCALE

40 0 20 40 80 160

(IN FEET)
1 inch = 40 ft.



SHEET 1 OF 1

DATE: 2/26/2024

SURVEYOR'S CERTIFICATE

I, Justin Lundberg, do hereby certify that I am a Professional Land Surveyor, and that I hold License No. 12554439 in accordance with Title 58, Chapter 22 of the Professional Engineers and Land Surveyors Act; I further certify that by authority of the owners I have completed a survey of the property described on this subdivision plat in accordance with Section 17-23-17, have verified all measurements and have subdivided said tract of land into lots, and streets, together with easements, and the same has, or will be correctly surveyed, and monumented on the ground as shown on this Plat, and that this Plat is true and correct.

PROFESSIONAL LAND SURVEYOR
06/19/24
No. 12554439
JUSTIN LUNDBERG
STATE OF UTAH

Justin Lundberg
Professional Land Surveyor
License No. 12554439

06/19/24
Date

BOUNDARY DESCRIPTION

A part of the Southeast Quarter of Section 35, Township 2 South, Range 6 West, Salt Lake Base & Meridian more particularly described as follows:

Beginning at a point located on the westerly Right-of-way line of Cherry Wood Lane as dedicated by Cherry Wood Subdivision recorded as Entry #574884 on June 15, 2022 by the Tooele County Recorder's office, said point also being located N0°22'33"W 926.02 feet along the Section Line and S89°37'27"W 1329.43 feet from the Southeast Corner of Section 35, Township 2 South, Range 6 West, Salt Lake Base & Meridian; thence running along said westerly Right-of-way the following two (2) courses: (1) S00°22'32"E 183.16 feet; thence (2) Southwesterly along the arc of a non-tangent curve to the right having a radius of 15.00 feet (radius bears: S89°37'27"W) a distance of 23.58 feet through a central angle of 90°05'14" Chord: S44°40'04"W 21.23 feet to the northerly Right-of-way line of Cherry Street as dedicated by said Cherry Wood Subdivision; thence along said Cherry Street S89°42'41"W 351.06 feet to the easterly lot line of Lot 108 of said Cherry Wood Subdivision; thence along said lot line N00°17'19"W 198.16 feet to the northerly subdivision line of said Cherry Wood Subdivision; thence along said subdivision line N89°42'29"E 365.78 feet to the point of beginning.

Contains: 72,468 square feet or 1.66 acres±
2 Lots

OWNER'S DEDICATION

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. PARCELS AND STREETS TOGETHER WITH EASEMENTS AS SET FORTH HEREAFTER TO BE KNOWN AS

CHERRY WOOD ESTATES SUBDIVISION
PHASE 1
VACATING & AMENDING ALL OF LOT 109

THE UNDERSIGNED OWNERS HEREBY DEDICATE TO GRANTSVILLE CITY ALL THOSE TRACTS OF LAND DESIGNATED ON THIS PLAT AS STREETS, THE SAME TO BE USED AS PUBLIC THOROUGHFARES FOREVER. THE UNDERSIGNED OWNERS ALSO HEREBY CONVEY TO GRANTSVILLE CITY AND TO ANY AND ALL PUBLIC UTILITY COMPANIES A PERPETUAL, NON-EXCLUSIVE EASEMENT OVER THE PUBLIC UTILITY AND DRAINAGE EASEMENTS SHOWN ON THIS PLAT, THE SAME TO BE USED FOR DRAINAGE AND THE INSTALLATION, MAINTENANCE AND OPERATION OF UTILITY SERVICE LINES AND FACILITIES.

IN WITNESS WHEREOF _____ HAVE HEREUNTO SET _____

HAND THIS _____ DAY OF _____ A.D. 20__

_____ _____
DR HORTON

CORPORATE ACKNOWLEDGMENT

STATE OF UTAH
S.S.
COUNTY OF _____

ON THE ___ DAY OF _____ A.D. 20___ PERSONALLY APPEARED BEFORE ME , THE UNDERSIGNED NOTARY PUBLIC, IN AND FOR THE COUNTY OF _____, IN SAID STATE OF UTAH, _____, WHO AFTER BEING DULY SWORN, ACKNOWLEDGED TO ME THAT HE IS THE _____ OF _____ A UTAH INC. AND THAT HE SIGNED THE OWNERS DEDICATION FREELY AND VOLUNTARILY FOR AND IN BEHALF OF SAID COMPANY FOR THE PURPOSES THEREIN MENTIONED.

MY COMMISSION EXPIRES:_____

A NOTARY PUBLIC COMMISSIONED IN UTAH RESIDING IN _____ COUNTY

MY COMMISSION No._____

_____
PRINTED FULL NAME OF NOTARY

PREPARED FOR

OWNER
DR HORTON
12351 SO. GATEWAY PARK PLACE SUITE D-100
DRAPER, UT 84020
(801) 542-8122
CONTACT: DAVID LEWIS IV

CITY ATTORNEY

APPROVED AS TO FORM ON THIS _____ DAY OF _____ A.D. 20____.

_____
GRANTSVILLE CITY ATTORNEY

TOOELE COUNTY TREASURER

APPROVED THIS _____ DAY OF _____ A.D. 20_____ BY THE TOOELE COUNTY TREASURER. PROPERTY TAXES DUE AND OWING HAVE BEEN PAID IN FULL.

_____
TOOELE COUNTY TREASURER

CITY MAYOR

APPROVED THIS ____ DAY OF _____ A.D. 20_____
BY THE GRANTSVILLE CITY MAYOR:

_____ _____
ATTEST: CITY RECORDER MAYOR

RECORD OF SURVEY

PER STATE STATUTE 17-23-17, A SURVEY THAT INCLUDES THE LANDS SHOWN HEREON HAS BEEN COMPLETED AND FILED IN THE OFFICE OF THE TOOELE COUNTY SURVEYOR AND ASSIGNED FILE No. #2022-0032

CHERRY WOOD ESTATES SUBDIVISION
PHASE 1
VACATING & AMENDING ALL OF LOT 109
LOCATED IN THE SE 1/4 OF SECTION 35, T2S, R6W,
SALT LAKE BASE & MERIDIAN
GRANTSVILLE CITY, TOOELE COUNTY, UTAH

PREPARED BY

FOCUS
ENGINEERING AND SURVEYING, LLC
6949 SOUTH HIGH TECH DRIVE SUITE 200
MIDVALE, UT 84047 PH: (801) 352-0075
www.focusutah.com

GRANTSVILLE CITY PUBLIC WORKS

APPROVED THIS _____ DAY OF _____ A.D. 20__ BY THE DIRECTOR OF PUBIC WORKS FOR GRANTSVILLE CITY

_____
DIRECTOR, GRANTSVILLE CITY PUBLIC WORKS

GRANTSVILLE CITY FIRE DEPARTMENT

APPROVED THIS _____ DAY OF _____ A.D. 20__ BY THE GRANTSVILLE CITY FIRE DEPARTMENT

_____
GRANTSVILLE CITY FIRE DEPARTMENT

GRANTSVILLE CITY PLANNING COMMISSION

APPROVED THIS _____ DAY OF _____ A.D. 20__ BY THE GRANTSVILLE CITY PLANNING COMMISSION.

_____
CHAIRMAN, GRANTSVILLE CITY PLANNING COMMISSION

TOOELE COUNTY SURVEY DEPT.

APPROVED THIS _____ DAY OF _____ A.D. 20__

ROS #

_____
TOOELE COUNTY SURVEY DIRECTOR

GRANTSVILLE CITY ENGINEER OR DESIGNEE

APPROVED THIS _____ DAY OF _____ A.D. 20__

_____
GRANTSVILLE CITY ENGINEER

TOOELE COUNTY RECORDER

NO._____
STATE OF UTAH, COUNTY OF TOOELE, RECORDED & FILED AT THE REQUEST OF _____
DATE _____ TIME _____ BOOK _____ PAGE _____

_____ _____
FEE $ TOOELE COUNTY RECORDER

Z:_2020\20-0538 CHERRY GROVE PH. 3\DESIGN\DWG\SHEETS\AMENDMENT\C2 - AMENDING LOT 109.DWG

CONDITIONS & CONCLUSION

Conditions:

1. The basin is to be maintained and kept in working condition until the basin has been accepted by the City.
2. The basin shall be turned over to the City in the condition as its original intent to use.
3. The basin will be inspected and ensure that it is up to code standards before the City will accept the basin. If for any reason that the basin does not meet code the applicant has agreed to bring the basin up to code standards before the City will accept the basin.

AGENDA ITEM #7

Consideration of the proposed plat amendment to lots 601 and 602 in the Cherry Grove subdivision, making them into two buildable lots

Planning and Zoning
336 W. Main St.
Grantsville, UT 84029
Phone: (435) 884-1674

Staff Report Summary for Plat Amendment of Cherry Grove Subdivision lot 117

Applicant Name: Kary Yates
Request: Lot 117 Amendment
Prepared By: Shelby Moore

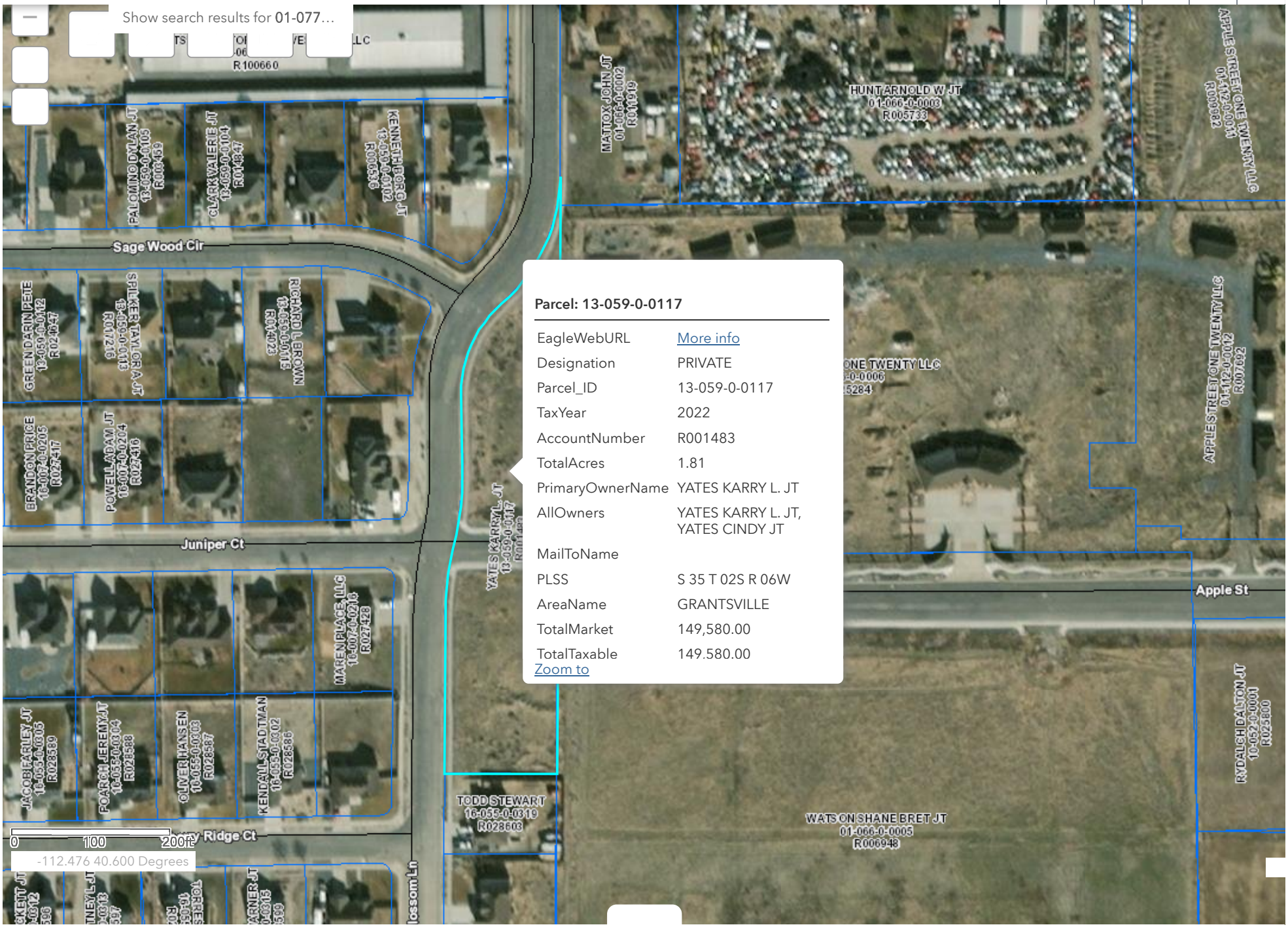
Meeting Date: July 9th, 2024
Public Hearing Date: July 9th, 2024
Acreage: 36,000 sq. ft.
Current Zone: RR-1-21

Planning Staff Explanation: Consideration of the Amendment of the Cherry Grove Subdivision lot 117 and the retention basin.

The amendment would allow the Yate's to subdivide the remainder of the parcel into two 18,000 sq. ft. lots.

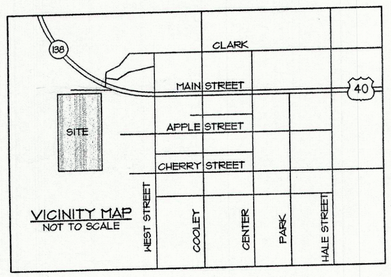
The proposed site plan of the two lots was dedicated for the Cherry Grove Subdivision park. When the HOA dissolved the parcel was then dedicated back to the Yates.

Site Plan


Show search results for 01-077…
Sage Wood Cir
Juniper Ct
Ridge Ct
Apple St
Parcel: 13-059-0-0117
EagleWebURL More info
Designation PRIVATE
Parcel_ID 13-059-0-0117
TaxYear 2022
AccountNumber R001483
TotalAcres 1.81
PrimaryOwnerName YATES KARRY L. JT
AllOwners YATES KARRY L. JT, YATES CINDY JT
MailToName
PLSS S 35 T 02S R 06W
AreaName GRANTSVILLE
TotalMarket 149,580.00
TotalTaxable 149.580.00
Zoom to
0 100 200ft
-112.476 40.600 Degrees

CHERRY GROVE SUBDIVISION PLAT A

LOCATED IN SECTIONS 35 & 36
TOWNSHIP 2 SOUTH, RANGE 6 WEST
OF THE SALT LAKE BASE & MERIDIAN
GRANTSVILLE CITY, TOOELE COUNTY, UTAH



VICINITY MAP
NOT TO SCALE



GRAPHIC SCALE

50 0 25 50 100 200
(IN FEET)
1 inch = 50 ft.

EAST 1/4 CORNER SECTION 35 T2S, R6W SLB&M

WEST 1/4 CORNER SECTION 36 T2S, R6W SLB&M
BM ELEV = 4370.00 (ASSUMED)
(FOUND)

N 89°53'05" W 458.97'

POINT OF BEGINNING

S 89°53'05" E 82.60'

PL DATA
D=90°49'34"
R=15.00
L=23.78'

200.00'

N 00°56'24" E 180.77'

CHERRY BLOSSOM LANE
N 00°56'24" E 431.98' MON. TO MON.
(PUBLIC STREET)

S 00°28'25" W 148.15'

WESLEY & KYLIE W. PETERSON

N 89°37'27" E 468.55'

N 89°37'27" E 469.66'

746 W.	734 W.	720 W.	704 W.	690 W.	674 W.	658 W.	642 W. or 45 S.		
LOT 108 20,848 sq. ft. 0.48 acres	LOT 107 15,091 sq. ft. 0.35 acres	LOT 106 15,477 sq. ft. 0.36 acres	LOT 105 15,477 sq. ft. 0.36 acres	LOT 104 15,477 sq. ft. 0.36 acres	LOT 103 15,503 sq. ft. 0.36 acres	LOT 102 16,977 sq. ft. 0.39 acres	LOT 101 19,558 sq. ft. 0.45 acres		
750 W.									
LOT 109 26,331 sq. ft. 0.60 acres									
LOT 110 26,802 sq. ft. 0.62 acres	LOT 111 14,774 sq. ft. 0.34 acres	LOT 112 15,477 sq. ft. 0.36 acres	LOT 113 15,477 sq. ft. 0.36 acres	LOT 114 15,477 sq. ft. 0.36 acres	LOT 115 15,477 sq. ft. 0.36 acres	LOT 116 17,203 sq. ft. 0.39 acres			
747 W.	739 W.	723 W.	709 W.	693 W.	677 W.	661 W.			

RALPH M. HILTON

SAGE WOOD CIRCLE
(PUBLIC STREET)

N 89°37'27" E 568.85' MON. TO MON.
429.28'

PL DATA
Δ=68°22'54"
R=65.00'
L=65.64'

PL DATA
Δ=49°59'41"
R=15.00'
L=13.09'

PL DATA
Δ=30°49'30"
R=55.00'
L=29.59'

PL DATA
Δ=60°20'26"
R=55.00'
L=57.92'

PL DATA
Δ=60°03'22"
R=55.00'
L=57.65'

PL DATA
Δ=60°23'05"
R=55.00'
L=57.97'

PL DATA
Δ=49°59'41"
R=15.00'
L=13.09'

PL DATA
D=21°38'51"
R=280.00
L=105.80'

CL DATA
Δ=36°11'43"
R=280.00
L=176.88'

PL DATA
D=01°12'51"
R=280.00
L=35.25'

PL DATA
D=50°11'46"
R=146.96
L=128.75'

PL DATA
D=14°39'42"
R=15.00
L=14.55'

PL DATA
D=14°39'42"
R=15.00
L=14.55'

CL DATA
D=48°47'04"
R=180.00
L=153.27'

PL DATA
D=48°41'04"
R=213.00
L=181.36'

PL DATA
D=50°06'11"
R=141.00
L=128.55'

CL DATA
D=50°06'11"
R=180.00
L=157.40'

SEE DETAIL 'A'

PL DATA
D=81°04'48"
R=15.00
L=21.23'

PL DATA
D=35°26'02"
R=220.00
L=136.06'

PL DATA
D=26°30'50"
R=218.04
L=98.59'

PL DATA
Δ=14°19'07"
R=431.06
L=107.73

PL DATA
Δ=12°59'13"
R=362.27
L=82.12

EXISTING 66' WATERLINE EASEMENT

HOME OWNERS ASSOCIATION PARK
78,960 sq. ft.
1.81 acres
LOT #117

N 00°22'33" W 369.54'

S 70°04'51" W 71.21'

S 89°37'27" W 404.38'

N 00°22'33" W 86.32'

S 00°51'21" W 224.21'

N 00°51'21" E 199.30'

N 89°02'39" W 141.00'

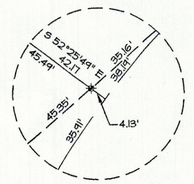
S 00°51'21" W 669.49'

YATES PROPERTY

N 00°22'33" W 2644.01' BASIS OF BEARING 2074.53'

SE CORNER SECTION 35 T2S, R6W SLB&M

SW CORNER SECTION 36 T2S, R6W SLB&M (FOUND)



DETAIL 'A'
NO SCALE

LEGEND

- 7.5' PUBLIC UTILITY & DRAINAGE EASEMENT PU & DE BACK & SIDE YARD ONLY.
- FIRE HYDRANT (PROPOSED)
- SECTION CORNER MONUMENT
- MONUMENT TO BE SET
- SET REBAR & CAP AT PLAT BOUNDARY CORNERS

BENCHMARK ELEVATION = 4370.00 (ASSUMED), LOCATED ON THE WEST QUARTER CORNER, SECTION 36, TOWNSHIP 2 SOUTH, RANGE 6 WEST, SALT LAKE BASE AND MERIDIAN.

DEVELOPER/OWNER
KARY LANE YATES
CINDY YATES
1021 SUNRISE DRIVE
HAILEY, ID 83333

SURVEYOR'S CERTIFICATE

I, Keith R. Russell, do hereby certify that I am a Registered Land Surveyor, and that I hold certificate No. 164386, as prescribed under the laws of the State of Utah. I further certify that by authority of the Owners, I have made a survey of the tract of land shown on this plat and described below, and have subdivided said tract of land into lots and streets, hereafter to be known as CHEERY GROVE PLAT A, and that the same has been correctly surveyed and staked on the ground as shown on this plat.

BOUNDARY DESCRIPTION

PROPERTY DESCRIPTIONS

Beginning at a point on the section line said point being South 89°53'05" East 458.97 feet along the section line from the West Quarter Corner of Section 36, Township 2 South, Range 6 West Salt Lake Base and Meridian, and running;

thence South 89°53'05" East 82.60 feet along the section line to an existing fence line;
thence South 1°28'25" West 148.15 feet along said existing fence line;
thence South 0°56'24" West 664.49 feet along said existing fence line;
thence South 0°57'21" West 224.21 feet along said existing fence line;
thence North 89°02'39" West 141.00 feet;
thence North 0°57'21" East 199.30 feet;
thence Northeasterly 82.12 feet along the arc of a 362.27 foot radius curve to the right, (center bears South 89°02'39" East and long chord bears North 1° 26'58" East 81.94 feet through a central angle of 12°59'13");
thence Northwesterly 107.73 feet along the arc of a 431.06 foot radius curve to the left, (center bears North 76°03'26" West and long chord bears North 6° 47'01" East 107.44 feet through a central angle of 14°19'07");
thence North 0°22'33" West 86.32 feet;
thence South 89°37'27" West 404.38 feet to the section line;
thence South 89°37'27" West 468.55 feet;
thence North 0°22'33" West 369.54 feet;
thence North 89°37'27" East 468.55 feet to the section line;
thence North 89°37'27" East 469.66 feet;
thence North 0°56'24" East 180.77 feet;
thence Northwesterly 23.78 feet along the arc of a 15.00 foot radius curve to the left, (center bears North 89°03'31" West and long chord North 44°28'18" West 21.37 feet through a central angle of 90°49'34" to the point of beginning.

Contains 16 lots 10.24 acres.

May 19, 1999
Date

Keith R. Russell
License no. 164386

REGISTERED LAND SURVEYOR
No. 164386
KEITH R. RUSSELL
5-19-99
State of Utah

OWNER'S DEDICATION

Know all men by these presents that We, the undersigned owner( ) of the above described tract of land, having caused same to be subdivided into lots and streets to be hereafter known as the

CHERRY GROVE
SUBDIVISION PLAT A

do hereby dedicate for perpetual use of the public all parcels of land shown on this plat as intended for Public use.

In witness whereof We have hereunto set our hand this 15 day of March A.D. 19 2000

Kary L Yates dba KO Excavation
Cindy Yates

ACKNOWLEDGMENT

STATE OF UTAH
COUNTY OF Tooele } ss.

On the 24 day of Feb A.D. 2000 personally appeared before me, the undersigned Notary Public, in and for said County of Tooele in said State of Utah, the signers ( ) of the above Owner's dedication, 2 in number, who duly acknowledged to me that they signed it freely and voluntarily and for the uses and purposes therein mentioned.

Susan P. Buston
NOTARY PUBLIC

Residing at: Tooele
My commision expires: 4/13/2003

ACKNOWLEDGMENT

STATE OF UTAH
COUNTY OF _____ } ss.

On the _____ day of _____ A.D. 19___ personally appeared before me, the undersigned Notary Public, in and for said County of _____ in said State of Utah, the signers ( ) of the above Owner's dedication, ___ in number, who duly acknowledged to me that ___ signed it freely and voluntarily and for the uses and purposes therein mentioned.

NOTARY PUBLIC

Residing at: _____
My commision expires: _____

TOOELE COUNTY BOARD OF HEALTH
APPROVED THIS ___ DAY OF ___ A.D. 19___
TOOELE COUNTY BOARD OF HEALTH

TOOELE COUNTY SURVEYOR
APPROVED THIS ___ DAY OF ___ A.D. 19___
TOOELE COUNTY SURVEYOR

RECORDED #
STATE OF UTAH, COUNTY OF TOOELE, RECORDED AND FILED AT THE REQUEST OF Kary L. Yates
DATE 3/16/2000 TIME 4:51pm BOOK 414 PAGE 33
47.00 FEE $
TOOELE COUNTY RECORDER

GRANTSVILLE CITY COUNCIL
APPROVED THIS 19 DAY OF May A.D. 19 99
Wendy Palmer
CITY CLERK
Mark Allen
MAYOR

GRANTSVILLE CITY PLANNING COMMISSION
APPROVED THIS 19 DAY OF May A.D. 19 99
CHAIRMAN
CHAIRMAN, PLANNING COMMISSION

ENGINEER'S CERTIFICATE
I HEREBY CERTIFY THAT THIS OFFICE HAS EXAMINED THIS PLAT AND IT IS CORRECT IN ACCORDANCE WITH INFORMATION ON FILE IN THIS OFFICE.

APPROVAL AS TO FORM
APPROVED AS TO FORM THIS 14th DAY OF March A.D. 19 2000
Donald L Eldon
TOOELE COUNTY ATTORNEY

TOOELE CO. HEALTH DEPT.
APPROVED THIS 25TH DAY OF AUGUST A.D. 19 99
TOOELE COUNTY HEALTH DEPARTMENT

CHERRY GROVE
PLAT A
GRANTSVILLE CITY, UTAH

FINAL PLAT

CHERRY GROVE
SUBDIVISION PLAT A
LOCATED IN SECTIONS 35 & 36
TOWNSHIP 2 SOUTH, RANGE 6 WEST
OF THE SALT LAKE BASE & MERIDIAN
GRANTSVILLE CITY, TOOELE COUNTY, UTAH

ENSIGN
engineering • planning • surveying
90 East Fort Union Boulevard, Suite 100
Midvale, Utah 84047
(801) 255-0529
fax (801) 255-4449

date: 3-19-99
project no: 98-050
sheet: 1 OF 1

DESIGNER: D. KINSMAN | DRAFTER: BEA | ENGINEER: D. JENKINS | SCALE: 1"=50'

LOT 1
172,423 sq. ft.
3.96 acres

S 89°37'27" W 938.21'

S 00°56'29" W 180.77'

D=90°49'34"
R=15.00'
L=23.78'

CHERRY BLOSSOM LANE

SAGE WOOD CIRCLE

LOT 101
LOT 102
LOT 103
LOT 104
LOT 105
LOT 106
LOT 107
LOT 108
LOT 109
LOT 110
LOT 111
LOT 112
LOT 113
LOT 114
LOT 115
LOT 116
LOT 201
LOT 202
LOT 203
LOT 204
LOT 205
LOT 206
LOT 207
LOT 208
LOT 209
LOT 210
LOT 211
LOT 212
LOT 213
LOT 214
LOT 215
LOT 216

S 00°22'33" E 739.02'

WESLEY & WYLIE W. PETERSON

DAUN L. HUNT

EDWARD A. & KAREN WATSON

PARK & DETENTION BASIN

124.9'

416.0'

APPLE STREET

136.99'

53.97'

24.90'

27.56'

95.41'

199.24'

PARK
35,514 sq. ft.
0.82 acres

103.84'

141.00'

LOT 338
14,092 sq. ft.
0.32 acres

N 89°37'27" E 846.17'

LOT 307
14,222 sq. ft.
0.33 acres

LOT 308
16,244 sq. ft.
0.37 acres

LOT 306
15,253 sq. ft.
0.35 acres

LOT 305
15,477 sq. ft.
0.36 acres

LOT 304
15,477 sq. ft.
0.36 acres

LOT 303
15,477 sq. ft.
0.36 acres

LOT 302
15,477 sq. ft.
0.36 acres

LOT 301
14,847 sq. ft.
0.34 acres

TOTAL ADJUSTED AREA
306,927 sq. ft.
7.05 acres

TOTAL AREA
299,863 sq. ft.
6.88 acres

NORTH

ENSIGN
engineering • planning • surveying
90 East Fort Union Blvd., Suite 100
Midvale, Utah 84047
(801) 255-0529
fax (801) 255-4449
project manager: B. ERICKSEN
drawn by: AL
date:

No.	revision	date	by
1			
2			
3			
4			
5			
6			
7			
8			
9			

project name:
GRANTSVILLE SUB
800 WEST MAIN
GRANTSVILLE CITY, UTAH
for
HALIFAX DEVELOPMENT

sheet title:
CONCEPT PLAN

file:
F:\T1218\DWG\
project no.:
T1218
sheet:
1 of 1

CHERRY GROVE SUBDIVISION PLAT A AMENDMENT 1

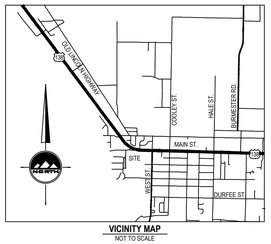
(AMENDING LOT 117 OF CHERRY GROVE PLAT A)

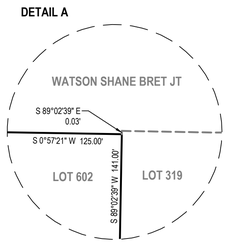
FINAL PLAT

LOCATED IN THE SOUTHWEST QUARTER
OF SECTION 36,
TOWNSHIP 2 SOUTH, RANGE 6 WEST,
SALT LAKE BASE AND MERIDIAN
GRANTSVILLE CITY, TOOELE COUNTY, UTAH

NOTES

1. NO DRIVEWAYS SHALL BE CONSTRUCTED SO AS TO SLOPE TOWARD ANY STRUCTURES WITHOUT WRITTEN PERMISSION FROM GRANTSVILLE CITY ENGINEER.
2. OFFSET PINS TO BE SET IN BACK OF CURB AND 5/8" X 24" REBAR WITH YELLOW PLASTIC CAPS MARKED "ENSIGN ENG. & LAND SURV." TO BE SET AT ALL OTHER LOT AND BOUNDARY CORNERS.
3. UTILITIES SHALL HAVE THE RIGHT TO INSTALL, MAINTAIN, AND OPERATE THEIR EQUIPMENT ABOVE AND BELOW GROUND AND ALL OTHER RELATED FACILITIES WITHIN THE PUBLIC UTILITY EASEMENTS IDENTIFIED ON THIS PLAT MAP AS MAY BE NECESSARY OR DESIRABLE IN PROVIDING UTILITY SERVICES WITHIN AND WITHOUT THE LOTS IDENTIFIED HEREIN, INCLUDING THE RIGHT OF ACCESS TO SUCH FACILITIES AND THE RIGHT TO REQUIRE REMOVAL OF ANY OBSTRUCTIONS INCLUDING STRUCTURES, TREES AND VEGETATION THAT MAY BE PLACED WITHIN THE P.U.E. THE UTILITY MAY REQUIRE THE LOT OWNER TO REMOVE ALL STRUCTURES WITHIN THE P.U.E. AT THE LOT OWNER'S EXPENSE, OR THE UTILITY MAY REMOVE SUCH STRUCTURES AT THE LOT OWNER'S EXPENSE. AT NO TIME MAY ANY PERMANENT STRUCTURES BE PLACED WITHIN THE P.U.E. OR ANY OTHER OBSTRUCTION WHICH INTERFERES WITH THE USE OF THE P.U.E. WITHOUT THE PRIOR WRITTEN APPROVAL OF THE UTILITIES WITH FACILITIES IN THE P.U.E.
4. PARCEL A IS AN EXISTING DETENTION BASIN AND IS HEREBY DEDICATED IN FAVOR OF GRANTSVILLE CITY AT THE CREATION OF THIS PLAT.

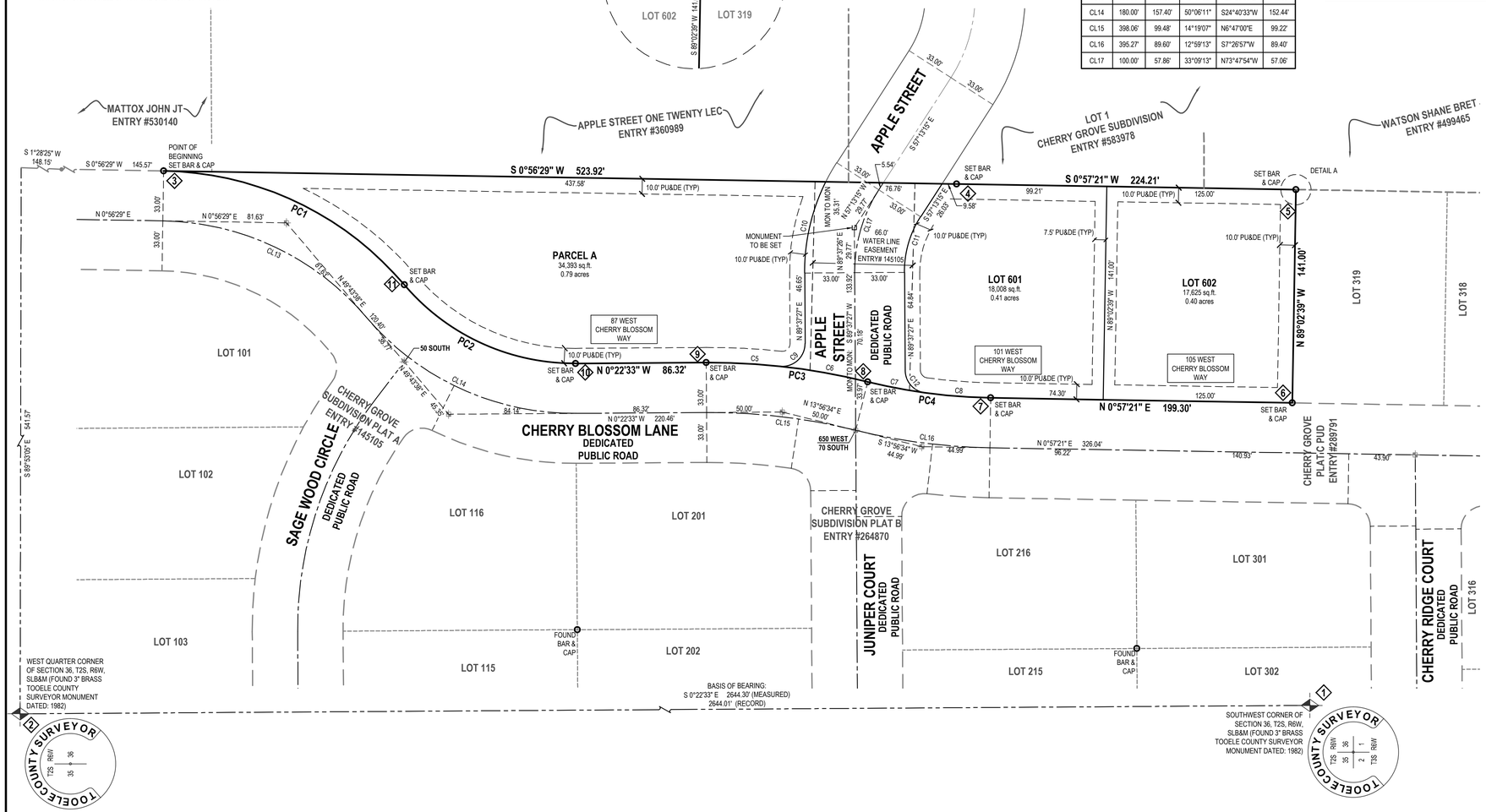




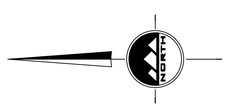
CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD
PC1	213.00'	181.36'	48°47'09"	N25°20'03"E	175.93'
PC2	147.00'	128.55'	50°06'11"	N24°40'33"E	124.49'
PC3	431.06'	107.73'	14°19'07"	N6°47'00"E	107.45'
PC4	362.27'	82.12'	12°59'13"	N7°26'57"E	81.94'

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD
CL13	180.00'	153.27'	48°47'09"	N25°20'03"E	148.68'
CL14	180.00'	157.40'	50°06'11"	S24°40'33"W	152.44'
CL15	398.06'	99.48'	14°19'07"	N6°47'00"E	99.22'
CL16	395.27'	89.60'	12°59'13"	S7°26'57"W	89.40'
CL17	100.00'	57.86'	33°09'13"	N73°47'54"W	57.06'

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD
C5	431.06'	48.85'	6°29'37"	N2°52'16"E	48.83'
C6	431.06'	58.87'	7°49'30"	N10°01'49"E	58.83'
C7	362.27'	38.45'	6°04'49"	S10°54'09"W	38.43'
C8	362.27'	43.67'	6°54'24"	S4°24'33"W	43.64'
C9	15.00'	25.26'	96°29'37"	S42°07'44"E	22.38'
C10	133.00'	62.47'	26°54'35"	N76°55'13"W	61.89'
C11	67.00'	38.77'	33°09'12"	N73°47'54"W	38.23'
C12	15.00'	21.41'	81°44'20"	S48°45'38"W	19.64'



BOUNDARY STATE PLANE COORDINATES (NAD27 US SURVEY FEET)		
POINT #	NORTHING	EASTING
1	721554.85	827241.44
2	726843.50	827268.37
3	726241.62	828332.37
4	725194.06	828302.94
5	724745.77	828290.24
6	724753.76	828008.31
7	725152.25	828019.61
8	725314.51	828042.75
9	725527.61	828070.62
10	725700.28	828071.50
11	725925.33	828178.08



HORIZONTAL GRAPHIC SCALE

40 0 20 40 80

(IN FEET)
HORZ: 1 inch = 40 ft.

SURVEYOR'S CERTIFICATE

I, Douglas J. Kinsman, do hereby certify that I am a Professional Land Surveyor, and that I hold License No. 334575, in accordance with Title 58, Chapter 22, of the Professional Engineers and Land Surveyors Act; I further certify that by authority of the owners I have completed a survey of the property described on this subdivision plat in accordance with Section 17-23-17, have verified all measurements, and have subdivided said tract of land into lots a parcel and streets, together with easements, hereafter to be known as Cherry Grove Plat A Amended and that the same has been correctly surveyed and monumented on the ground as shown on this plat. I further certify that all lots meet frontage width and area requirements of the applicable zoning ordinances.

BOUNDARY DESCRIPTION

A parcel of land, containing all of Lot 117 of the Cherry Grove Subdivision Plat A, as recorded March 16, 2000, in Book 614 at Page 33, in the Tooele County Recorder's Office, situate in the Southwest Quarter of Section 36, Township 2 South, Range 6 West, Salt Lake Base and Meridian, more particularly described as follows:

Beginning at a point on the east line of said Cherry Grove Subdivision Plat A, being also a point of curvature on the east line of Cherry Blossom Lane, which is located South 89°53'05" East 541.57 feet along the monument line, following the south line of Main Street, and South 1°28'25" West 148.15 feet and South 0°56'29" West 145.57 feet, following the east line of Cherry Blossom Lane from the West Quarter Corner of Section 36, Township 2 South, Range 6 West, Salt Lake Base and Meridian, and running:

thence South 0°56'29" West 523.92 feet along the east line of said Cherry Grove Subdivision Plat A;
thence South 0°57'21" West 224.21 feet along said east line;
thence North 89°02'39" West 141.00 feet along the south line of said subdivision, being also the north line of the Cherry Grove Plat C P.U.D. subdivision, as recorded July 26, 2007, under Entry no. 289791 in the Tooele County Recorder's Office;
thence North 0°57'21" East 199.30 feet along the line common to said subdivisions - Plats A and C - to and along a boundary line common to said Plat A and the Cherry Grove Subdivision Plat B, as recorded August 4, 2006, under Entry no. 264870, in the Tooele County Recorder's Office;
thence Northeasterly 82.12 feet along the arc of a 362.27-foot radius tangent curve to the right (center bears South 89°02'39" East and the long chord bears North 7°26'57" East 81.94 feet, through a central angle of 12°59'13"), along the east line of Cherry Blossom Lane, and said line common to Plats A and B;
thence Northeasterly 107.73 feet along the arc of a 431.06-foot radius tangent reverse curve to the left (center bears North 76°03'26" West and the long chord bears North 6°47'00" East 107.45 feet, through a central angle of 14°19'07"), along said east line and the line common to Plats A and B;
thence North 0°22'33" West 86.32 feet along said east line and the line common to Plats A and B;
thence Northeasterly 128.55 feet along the arc of a 147.00-foot radius tangent curve to the right (center bears North 89°37'27" East and the long chord bears North 24°40'33" East 124.49 feet, through a central angle of 50°06'11"), along said east line of Cherry Blossom Lane;
thence Northeasterly 181.36 feet along the arc of a 213.00-foot radius tangent reverse curve to the left (center bears North 40°16'22" West and the long chord bears North 25°20'03" East 175.93 feet, through a central angle of 48°47'09"), along said east line to the Point of Beginning.

Parcel contains: 78,960 square feet or 1.81 acres, 2 Lots and Parcel A.

APRIL 24, 2024
Date
Douglas J. Kinsman
License No. 334575

PROFESSIONAL LAND SURVEYOR
334575
DOUGLAS J. KINSMAN
STATE OF UTAH

OWNER'S DEDICATION

Known all men by these present that the undersigned are the owner(s) of the hereon described tract of land and hereby cause the same to divided into lots a parcel and a street together with easements as set forth hereafter to be known as:

CHERRY GROVE SUBDIVISION PLAT A AMENDMENT 1
(AMENDING LOT 117 OF CHERRY GROVE PLAT A)

and do hereby dedicate for the perpetual use of the public all roads and other areas shown on this plat as intended for public use. The undersigned owner(s) hereby dedicate to Grantsville City all those parts or portions of said tract of land on said plat designated hereon as streets, the same to be used as public thoroughfares forever. The undersigned owner(s) also hereby convey to any and all public utility companies providing service to the hereon described tract a perpetual, non-exclusive easement over the 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. The undersigned owner(s) also convey any other easements shown on this plat to the parties indicated and for the purposes shown hereon.
In witness whereof I / we have hereunto set my / our hand this _____day of _____A.D., 20_____.

By: KARRY L. YATES
AS JOINT TENANT

By: CINDY YATES
AS JOINT TENANT

By:

By:

By:

By:

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF UTAH)S.S.
County of TOOELE

On the _____ day of _____ A.D., 20_____, _____ personally appeared before me, the undersigned Notary Public, in and for said County of _____, _____ in the State of Utah, who after being duly sworn, acknowledged to me that He/She is the _____ of _____ a Limited Liability Company and that He/She signed the Owner's Dedication freely and voluntarily for and in behalf of said Limited Liability Company for the purposes therein mentioned and acknowledged to me that said Limited Liability Company executed the same.

MY COMMISSION EXPIRES: _____,

_____ RESIDING IN _____ COUNTY.
NOTARY PUBLIC

CORPORATE ACKNOWLEDGMENT

STATE OF UTAH)S.S.
County of TOOELE

On the _____ day of _____ A.D., 20_____, _____ personally appeared before me, the undersigned Notary Public, in and for said County of _____, _____ in the State of Utah, who after being duly sworn, acknowledged to me that He/She is the _____ of _____ and that He/She signed the Owner's Dedication freely and voluntarily for and in behalf of said Corporation by authority of a resolution of its Board of Directors for the purposes therein mentioned and acknowledged to me that said Corporation executed the same.

MY COMMISSION EXPIRES: _____,

_____ RESIDING IN _____ COUNTY.
NOTARY PUBLIC

ENSIGN ENG. LAND SURV.

- EXISTING STREET MONUMENT
- PROPOSED STREET MONUMENT TO BE SET
- SECTION CORNER
- 5/8"x24" REBAR WITH YELLOW PLASTIC CAP, OR NAIL STAMPED "ENSIGN ENG. & LAND SURV."
- PU&DE — PUBLIC UTILITY & DRAINAGE EASEMENT
- BOUNDARY LINE
- ADJACENT PROPERTY LINE
- SECTION LINE
- CENTER LINE
- EASEMENT LINE
- RIGHT OF WAY LINE
- ADJACENT RIGHT OF WAY LINE
- TANGENT LINE
- SEWER LINE EASEMENT

CITY PLANNER APPROVAL

APPROVED THIS _____ DAY OF _____, 20_____.
BY THE GRANTSVILLE CITY PLANNER

GRANTSVILLE CITY PLANNER

TOOELE COUNTY TREASURER

I HEREBY CERTIFY THAT PROPERTY TAXES DUE AND OWNING HAVE BEEN PAID IN FULL THIS _____ DAY OF _____, 20_____, FOR PARCEL NO.

TOOELE COUNTY TREASURER

CITY MAYOR APPROVAL

APPROVED THIS _____ DAY OF _____, 20_____.
BY THE GRANTSVILLE CITY MAYOR.

GRANTSVILLE CITY MAYOR

ATTEST: GRANTSVILLE CITY RECORDER

CITY ATTORNEY'S APPROVAL

APPROVED THIS _____ DAY OF _____, 20_____.
BY THE GRANTSVILLE CITY ATTORNEY.

GRANTSVILLE CITY ATTORNEY

CITY FIRE DEPARTMENT APPROVAL

APPROVED THIS _____ DAY OF _____, 20_____.
BY THE GRANTSVILLE CITY FIRE DEPT.

GRANTSVILLE CITY FIRE CHIEF

GRANTSVILLE CITY PUBLIC WORKS APPROVAL

APPROVED THIS _____ DAY OF _____, 20_____.
BY THE GRANTSVILLE CITY PUBLIC WORKS.

GRANTSVILLE CITY PUBLIC WORKS DIRECTOR

PLANNING COMMISSION APPROVAL

APPROVED THIS _____ DAY OF _____, 20_____.
BY THE GRANTSVILLE CITY PLANNING COMMISSION.

CHAIR, GRANTSVILLE CITY PLANNING COMMISSION

COUNTY SURVEY DEPARTMENT

APPROVED THIS _____ DAY OF _____, 20_____.
BY THE TOOELE COUNTY SURVEY DEPARTMENT.

RECORD OF SURVEY FILE # 2022-0093

TOOELE COUNTY SURVEY DEPT. DIRECTOR

ENGINEER'S CERTIFICATE

I HEREBY CERTIFY THAT THIS OFFICE HAS EXAMINED THIS PLAT AND IT IS CORRECT IN ACCORDANCE WITH INFORMATION ON FILE IN THIS OFFICE.

GRANTSVILLE CITY ENGINEER DATE

DEVELOPER
KARRY YATES
2624 NORTH 1560 WEST
PLEASANT GROVE, UT. 84062
PHONE: 801-647-1003

SHEET 1 OF 1

PROJECT NUMBER : C980507
MANAGER : D. KINSMAN
DRAWN BY : BR. MORRIS
CHECKED BY : D. KINSMAN
DATE : 4/24/24

ENSIGN

TOOELE
169 North Main Street Unit 1
Tooele, Utah 84074
Phone: 435.843.3590
Fax: 435.578.0108

SALT LAKE CITY
Phone: 801.255.0529
LAYTON
Phone: 801.547.1100
CEDAR CITY
Phone: 435.865.1453
RICHFIELD
Phone: 435.896.2983

WWW.ENSIGNENG.COM

TOOELE COUNTY RECORDER

RECORDED #_____
STATE OF UTAH, COUNTY OF TOOELE, RECORDED AND FILED AT THE
REQUEST OF : _____

DATE: _____ TIME: _____

FEE$ _____ TOOELE COUNTY RECORDER

CHERRY GROVE SUBDIVISION PLAT A AMENDMENT 1

(AMENDING LOT 117 OF CHERRY GROVE PLAT A)

FINAL PLAT

LOCATED IN THE SOUTHWEST QUARTER
OF SECTION 36,
TOWNSHIP 2 SOUTH, RANGE 6 WEST,
SALT LAKE BASE AND MERIDIAN
GRANTSVILLE CITY, TOOELE COUNTY, UTAH

AFTER RECORDING, RETURN TO:

_____

_____

_____

ROAD EASEMENT AND PARK CONSTRUCTION AGREEMENT

THIS ROAD EASEMENT AND PARK CONSTRUCTION AGREEMENT (the "Agreement") is made as of _____ __, 200__, by and between RIDGEWOOD DEVELOPMENT, ___, a _____ ("Ridgewood"), and [STEVEN K. WALKER, an individual] ("Walker"). Ridgewood and Walker, and any assign of each of the foregoing, are herein referred to as a "Party" and are collectively referred to herein as "Parties."

RECITALS

A. Ridgewood is the developer of a subdivision located in Grantsville, [Tooele] County, Utah (the "Cherry Grove Subdivision").

B. Walker is the developer of a subdivision located adjacent to the Cherry Grove Subdivision (the "Walker Subdivision").

C. Walker desires to obtain access for ingress and egress to the Walker Subdivision across the Cherry Grove Subdivision.

D. Ridgewood has the obligation to create a detention pond and/or a city park within the Cherry Grove Subdivision, in order to obtain approval for the remaining phases of the Cherry Grove Subdivision.

E. Ridgewood is willing to grant Walker an access easement, provided that Walker construct the detention pond and/or city park and comply with the other terms set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

1. Development Scenarios. Walker desires to obtain access to the Walker Subdivision across the Cherry Grove Subdivision by a perpetual non-exclusive easement to be granted by Ridgewood (the "Access Road"). The precise location of the Access Road will be established by the Parties, once Ridgewood has obtained approval from Grantsville City for the location and design of the park and/or detention pond (collectively, the "Improvements") to be constructed within the Cherry Grove Subdivision. The three potential layouts for the Access Road and Improvements are as follows:

a. Option 1. Under this scenario, Grantsville City will require the creation of a detention pond on Lot No. ___. Ridgewood will not be required to provide a park. Ridgewood will retain Lot Nos. ____ and ____. The Access Road will be located adjacent to the Improvements. A sketch of the layout for Option 1 is attached hereto as Exhibit A.

b. Option 2. Under this scenario, Grantsville City will require the creation of a park and detention pond on Lot Nos. ___ and ___. Ridgewood will retain Lot No. ___. The Access Road will be located adjacent to the Improvements. A sketch of the layout for Option 2 is attached hereto as Exhibit B.

c. Option 3. Under this scenario, Grantsville City will require the creation of a park and detention pond. The park required under this scenario will be larger than the park required under Option 2. Ridgewood will not retain any lots under this scenario. The Access Road will bisect the park. A sketch of the layout for Option 3 is attached hereto as Exhibit C.

2. Selection of a Development Option. Ridgewood desires to obtain Grantsville City approval for Option 1, which would permit Ridgewood to retain two lots and would require the least amount to be expended for the Improvements. Ridgewood will endeavor to obtain Grantsville City approval of Option 1. However, Ridgewood cannot provide Walker any assurance that Grantsville City will approve Option 1. At present, Grantsville City is demanding that Ridgewood utilize Option 3.

3. Walker's Acceptance of Construction Obligations. Walker agrees to assume the obligation to construct, at its sole cost and expense, the Improvements and the Access Road, regardless of the design option approved by Grantsville City. In that connection, Walker will pay for all bonds required by Grantsville City and will provide all warranty work required by Grantsville City after completion of the Improvements. Walker will construct the Improvements and the Access Road in accordance with plans approved by Ridgewood and Grantsville City, and in accordance with the Grantsville City ordinances. Ridgewood will retain ownership of the area on which the Improvements are constructed, and will either convey title to such Improvements to the homeowners' association for the Cherry Grove Subdivision or dedicate such Improvements to Grantsville City upon their completion by Walker.

4. Timing of Construction of Improvements. Walker agrees to post bonds for the Improvements, and to commence construction of such Improvements within thirty (30) days of receiving written notice from Ridgewood of the design approved by Grantsville City and a request to commence construction. Walker agrees to use commercially reasonable efforts to complete construction of the Improvements once construction has commenced. Walker recognizes that his failure to timely commence construction of the Improvements may delay Ridgewood's approval for the final plat(s) for the remaining phases of the Cherry Grove Subdivision. Therefore, Walker's receipt of the easement for the Access Road is contingent upon Walker's timely performance of his obligations under this Agreement.

5. Grant of Easement for the Access Road. Provided that Walker timely performs his obligations under this Agreement to install the Improvements, Ridgewood grants, conveys and warrants to Walker, for the use and benefit of the Benefited Parties (as defined below), a perpetual non-exclusive easement and right-of-way for ingress and egress by vehicular and pedestrian traffic over and across the Access Road. The precise location of the Access Road

shall be determined when Grantsville City approves the design for the Improvements and the Access Road. Such easement shall be forever appurtenant to the Walker Subdivision, for the use and benefit of the Benefited Parties, and shall run with the land and shall forever burden the Cherry Grove Subdivision, as the servient estate, and benefit the Walker Subdivision, as the dominant estate. For purposes of this Agreement, "Benefited Parties" shall include: (i) Walker and Ridgewood; (ii) all successors, transferees and assignees of any ownership interest in and to all or any portion of the Cherry Grove Subdivision and the Walker Subdivision; and (iii) all tenants, subtenants, contractors, vendors, suppliers, employees, agents, customers, guests, licensees, concessionaires and other invitees of any of the foregoing.

6. Walker's Indemnity Obligation. Walker shall defend, indemnify and hold Ridgewood, its directors, offices, shareholders, employees and agents harmless from any losses, claims or damages arising from Walker's construction of Improvements and Access Road and any liens placed on the Cherry Grove Subdivision in connection therewith.

7. Walker's Construction Contracts. Walker shall obtain lien waivers from all contractors and subcontractors performing any work on the Improvements or the Access Road, and any vendors or suppliers supplying materials for the Improvements or the Access Road.

8 Warranty of Work. All agreements entered into by Walker with contractors for construction of the Improvements or the Access Road shall contain provisions warranting that all materials and equipment furnished shall be of good quality and new, and that the Improvements and the Access Road shall be free from defects in material and workmanship, shall be free from errors or omissions, and shall strictly conform in all respects with the requirements set forth in this Agreement and the plans and specifications approved by Ridgewood and Grantsville City. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. Walker shall ensure that all contractors acknowledge their obligation to perform all warranty work, at their sole cost and expense, that may be required on the Improvements or the Access Road for a period of [one (1)] year from the date of substantial completion of the Improvements and the Access Road.

9. No Dedication. Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Improvements or Access Road to the general public or for the benefit of the general public or for any public purpose whatsoever, it being the intention of the parties that this Agreement shall be strictly limited to the purposes herein expressed.

10. Future Dedication. If at any time in the future, Grantsville City shall agree to accept a dedication of the Improvements and Access Road, then the Parties or their successors agree to make such a dedication in a form acceptable to Grantsville City.

11. Running of Benefit and Burden. This Agreement shall be recorded in the Tooele County Recorder's Office. All provisions of this Agreement, including the benefit and burden hereof, shall run with the land and are binding upon and shall inure to the benefit of the successors, assigns, tenants and representatives of the Parties hereto.

12. Miscellaneous.

a. Notices and Communications. All notices, approvals and other communications provided for herein or given in connection herewith shall be validly given, made, delivered or served, if in writing, and delivered personally by facsimile, by U.S. Mail, or sent by nationally recognized overnight courier (e.g., Federal Express, Airborne, UPS), to:

To Ridgewood: Ridgewood Development
_____
_____
Attention: _____
Fax Number _____

To Walker: Steven K. Walker
_____
_____
Attention: _____
Fax Number _____

or to such other addresses as any party may from time to time designate in writing and deliver in a like manner. Notices, approvals and other communications provided for herein shall be deemed delivered upon personal delivery, confirmed facsimile transmission, three (3) business days after deposit with U.S. Postal Service, postage prepaid or 24 hours following deposit with a nationally recognized overnight courier, as herein above provided, prepaid and addressed as set forth above.

b. Attorneys' Fees. In the event any Party finds it necessary to bring any action against any other Party hereto to enforce any of the terms, covenants or conditions hereof, the Party prevailing in any such action or other proceeding shall be paid all reasonable costs and reasonable attorneys' fees by the non-prevailing Party.

c. Further Acts. Each of the Parties hereto shall execute and deliver all such documents and perform all such acts as reasonably necessary, from time to time, to carry out the matters contemplated by this Agreement.

d. No Partnership; Third Parties. It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any Party-contractor, contractor-contractor, employer-employee, partnership, or joint venture relationship between or among any or all of the Parties hereto. No term or provision of this Agreement is intended to, or shall, be for the benefit of any person, firm, organization or corporation not a Party hereto, and no such other person, firm, organization or corporation shall have any right or cause of action hereunder.

e. Entire Agreement. This Agreement (and the Exhibits attached hereto) constitutes the entire agreement between the Parties hereto pertaining to the subject matter hereof. All prior and contemporaneous agreements, representations and understandings of the Parties, oral or written, are hereby superseded and merged herein. No change or addition is to be made to this Agreement except by written amendment executed by the Parties hereto.

EXHIBIT C

Site Plan for Option 3

[Attached]

AGREEMENT

Agreement made on this 12 day of August, 2004, between Daryl Yates of Cherry Blossom Homeowners' Association, Grantsville, Utah, hereinafter referred to as Yates, and Steve Walker of _____, City of Salt Lake, State of Utah, hereinafter referred to as Walker.

The parties agree as follows:

1. Walker agrees to act as the negotiator in the explanation of actual property boundaries to Edward Watson. Walker will seek to obtain Mr. Watson's signature on a written agreement as to the property boundaries.

2. Walker agrees to extend the proposed street on the southern portion of his property, Tax ID #_____ to Cherry Blossom Lane. This includes all improvements, such as utilities, asphalt, sidewalks, etc.

3. Walker agrees to merge a portion on the west of his property, Tax ID#_____, with a portion of Cherry Grove Subdivision property to create a park and retention pond of approximately 1.8 acres. Walker will provide the leveling and grading to satisfy the retention requirement of Cherry Grove Subdivision, including landscaping, and will complete all improvements to the park.

4. Yates agrees to grant to Walker a permanent right-of-way for the proposed street mentioned in paragraph 2, which will provide additional access to Walker's property.

The parties have executed this agreement the day and year first written above.

Daryl Yates
Daryl Yates

Steve K. Walker
Steve Walker

LIMITED AGENCY CONSENT AGREEMENT

This is a legally binding contract. If not understood, consult an attorney.

Name of Buyer(s): Steve Walker Name of Seller(s): Kary Yates

Agent representing Buyer: Angela Grant Agent representing Seller: Kim Jenkins

Name of Brokerage: Choice Real Estate Services (the "Company").

The Buyer and the Seller are both presently using the services of the Company in a possible real estate transaction involving real property located at: Cherry Grove (referred to below as the "Property").

AS THE BUYER AND THE SELLER PROCEED WITH THIS TRANSACTION IT IS IMPORTANT THAT THEY EACH UNDERSTAND THEIR PROFESSIONAL RELATIONSHIP WITH THE REAL ESTATE AGENT(S) AND WITH THE COMPANY. WHAT FOLLOWS IS A BRIEF BUT VERY IMPORTANT EXPLANATION OF THE NATURE OF AGENCY RELATIONSHIPS BETWEEN THE BUYER, THE SELLER, THE COMPANY, AND THE REAL ESTATE AGENTS WORKING IN THIS TRANSACTION.

1. Principal or Branch Broker. Every real estate agent must affiliate with a real estate broker. The broker is referred to as a Principal Broker or a Branch Broker (if the brokerage has a branch office). The broker is responsible for operation of the brokerage and for the professional conduct of all agents.

2. Right of Agents to Represent Seller and/or Buyer. An agent may represent, through the brokerage, a seller who wants to sell property or a buyer who wants to buy property. On occasion, an agent will represent both seller and buyer in the same transaction. When an agent represents a seller, the agent is a "Seller's Agent"; when representing a buyer, the agent is a "Buyer's Agent"; and when representing both seller and buyer, the agent is a "Limited Agent".

3. Seller's Agent A Seller's Agent works to assist the seller in locating a buyer and in negotiating a transaction suitable to the seller's specific needs. A Seller's Agent has fudiciary duties to the seller which include loyalty, full disclosure, confidentiality, diligence, obedience, reasonable care, and holding safe monies entrusted to the agent.

4. Buyer's Agent. A Buyer's Agent works to assist the buyer in locating and negotiating the acquisition of a property suitable to that buyer's specific needs. A Buyer's Agent has the same fiduciary duties to the buyer that the Seller's Agent has to the Seller.

5. Limited Agent. A Limited Agent represents both seller and buyer in the same transaction and works to assist in negotiating a mutually acceptable transaction. A Limited Agent has fiduciary duties to both seller and buyer. However, those duties are "limited" because the agent cannot provide to both parties undivided loyalty, full confidentiality and full disclosure of all information known to the agent. For this reason, a Limited Agent must remain neutral in the representation of a seller and buyer, and may not disclose to either party information likely to weaken the bargaining position of the other; such as, the highest price the buyer will pay or the lowest price the seller will accept. A Limited Agent must, however, disclose to both parties material information known to the Limited Agent regarding a defect in the Property and/or the ability of each party to fulfill agreed upon obligations, and must disclose information given to the Limited Agent in confidence, by either party, if the failure to disclose would be a material misrepresentation regarding the Property.

6. In-House Sale. If the buyer and the seller are both represented by one or more agents in the same brokerage, that transaction is commonly referred to as an "In-House Sale". Consequently, most In-House Sales involve limited agency because seller and buyer are represented by the same brokerage.

7. Conflicts with the In-House Sale. There are conflicts associated with an In-House Sale; for example, agents affiliated with the same brokerage discuss with each other the needs of their respective buyers or sellers. Such discussions could inadvertently compromise the confidentiality of information provided to those agents. For that reason, the Company has policies designed to protect the confidentiality of discussions between agents and access to confidential client and transaction files.

8. Authorization for Limited Agency. The Seller and Buyer are advised that they are not required to accept a limited agency situation in the Company and that Buyer and Seller are each entitled to be represented by their own agent. However, it is the business practice of the Company to participate in In-House Sales. By signing this agreement, Buyer and Seller consent to a limited agency within the Company as provided below: (Initial applicable box)

[ ] **A. One Agent. The Buyer and the Seller consent to _____ (name of Agent); and the Principal/Branch Broker representing both the Buyer and the Seller as a Limited Agent as described above.**

[Y] **B. Two Agents. The Buyer and the Seller consent to Kim Jenkins (Seller's Agent); continuing to represent the Seller; and Angela Grant (Buyer's Agent); continuing to represent the Buyer; and the Principal/Branch Broker acting as a Limited Agent as described above.**

[ ] **C. All Agents. The Buyer and the Seller consent to all agents in the Company, including the Principal/Branch Broker, representing both the Seller and the Buyer as Limited Agents.**

Buyer	Date	Seller	Date
	3/27/06	Kary L Yates	3-27-06
Buyer	Date	Seller	Date

The Company by: _____
(Authorized Agent) Date

COPYRIGHT© UTAH ASSOCIATION OF REALTORS® - 1995. REVISED 4/97 - ALL RIGHTS RESERVED

AFTER RECORDING, RETURN TO:

_____

_____

_____

ROAD EASEMENT AND PARK CONSTRUCTION AGREEMENT

THIS ROAD EASEMENT AND PARK CONSTRUCTION AGREEMENT (the "Agreement") is made as of _____ __, 200__, by and between RIDGEWOOD DEVELOPMENT, ___, a _____ ("Ridgewood"), and [STEVEN K. WALKER, an individual] ("Walker"). Ridgewood and Walker, and any assign of each of the foregoing, are herein referred to as a "Party" and are collectively referred to herein as "Parties."

RECITALS

A. Ridgewood is the developer of a subdivision located in Grantsville, [Tooele] County, Utah (the "Cherry Grove Subdivision").

B. Walker is the developer of a subdivision located adjacent to the Cherry Grove Subdivision (the "Walker Subdivision").

C. Walker desires to obtain access for ingress and egress to the Walker Subdivision across the Cherry Grove Subdivision.

D. Ridgewood has the obligation to create a detention pond and/or a city park within the Cherry Grove Subdivision, in order to obtain approval for the remaining phases of the Cherry Grove Subdivision.

E. Ridgewood is willing to grant Walker an access easement, provided that Walker construct the detention pond and/or city park and comply with the other terms set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

1. Development Scenarios. Walker desires to obtain access to the Walker Subdivision across the Cherry Grove Subdivision by a perpetual non-exclusive easement to be granted by Ridgewood (the "Access Road"). The precise location of the Access Road will be established by the Parties, once Ridgewood has obtained approval from Grantsville City for the location and design of the park and/or detention pond (collectively, the "Improvements") to be constructed within the Cherry Grove Subdivision. The three potential layouts for the Access Road and Improvements are as follows:

a. Option 1. Under this scenario, Grantsville City will require the creation of a detention pond on Lot No. ___. Ridgewood will not be required to provide a park. Ridgewood will retain Lot Nos. ____ and ____. The Access Road will be located adjacent to the Improvements. A sketch of the layout for Option 1 is attached hereto as Exhibit A.

b. Option 2. Under this scenario, Grantsville City will require the creation of a park and detention pond on Lot Nos. ___ and ___. Ridgewood will retain Lot No. ___. The Access Road will be located adjacent to the Improvements. A sketch of the layout for Option 2 is attached hereto as Exhibit B.

c. Option 3. Under this scenario, Grantsville City will require the creation of a park and detention pond. The park required under this scenario will be larger than the park required under Option 2. Ridgewood will not retain any lots under this scenario. The Access Road will bisect the park. A sketch of the layout for Option 3 is attached hereto as Exhibit C.

2. Selection of a Development Option. Ridgewood desires to obtain Grantsville City approval for Option 1, which would permit Ridgewood to retain two lots and would require the least amount to be expended for the Improvements. Ridgewood will endeavor to obtain Grantsville City approval of Option 1. However, Ridgewood cannot provide Walker any assurance that Grantsville City will approve Option 1. At present, Grantsville City is demanding that Ridgewood utilize Option 3.

3. Walker's Acceptance of Construction Obligations. Walker agrees to assume the obligation to construct, at its sole cost and expense, the Improvements and the Access Road, regardless of the design option approved by Grantsville City. In that connection, Walker will pay for all bonds required by Grantsville City and will provide all warranty work required by Grantsville City after completion of the Improvements. Walker will construct the Improvements and the Access Road in accordance with plans approved by Ridgewood and Grantsville City, and in accordance with the Grantsville City ordinances. Ridgewood will retain ownership of the area on which the Improvements are constructed, and will either convey title to such Improvements to the homeowners' association for the Cherry Grove Subdivision or dedicate such Improvements to Grantsville City upon their completion by Walker.

4. Timing of Construction of Improvements. Walker agrees to post bonds for the Improvements, and to commence construction of such Improvements within thirty (30) days of receiving written notice from Ridgewood of the design approved by Grantsville City and a request to commence construction. Walker agrees to use commercially reasonable efforts to complete construction of the Improvements once construction has commenced. Walker recognizes that his failure to timely commence construction of the Improvements may delay Ridgewood's approval for the final plat(s) for the remaining phases of the Cherry Grove Subdivision. Therefore, Walker's receipt of the easement for the Access Road is contingent upon Walker's timely performance of his obligations under this Agreement.

5. Grant of Easement for the Access Road. Provided that Walker timely performs his obligations under this Agreement to install the Improvements, Ridgewood grants, conveys and warrants to Walker, for the use and benefit of the Benefited Parties (as defined below), a perpetual non-exclusive easement and right-of-way for ingress and egress by vehicular and pedestrian traffic over and across the Access Road. The precise location of the Access Road

shall be determined when Grantsville City approves the design for the Improvements and the Access Road. Such easement shall be forever appurtenant to the Walker Subdivision, for the use and benefit of the Benefited Parties, and shall run with the land and shall forever burden the Cherry Grove Subdivision, as the servient estate, and benefit the Walker Subdivision, as the dominant estate. For purposes of this Agreement, "Benefited Parties" shall include: (i) Walker and Ridgewood; (ii) all successors, transferees and assignees of any ownership interest in and to all or any portion of the Cherry Grove Subdivision and the Walker Subdivision; and (iii) all tenants, subtenants, contractors, vendors, suppliers, employees, agents, customers, guests, licensees, concessionaires and other invitees of any of the foregoing.

6. Walker's Indemnity Obligation. Walker shall defend, indemnify and hold Ridgewood, its directors, offices, shareholders, employees and agents harmless from any losses, claims or damages arising from Walker's construction of Improvements and Access Road and any liens placed on the Cherry Grove Subdivision in connection therewith.

7. Walker's Construction Contracts. Walker shall obtain lien waivers from all contractors and subcontractors performing any work on the Improvements or the Access Road, and any vendors or suppliers supplying materials for the Improvements or the Access Road.

8 Warranty of Work. All agreements entered into by Walker with contractors for construction of the Improvements or the Access Road shall contain provisions warranting that all materials and equipment furnished shall be of good quality and new, and that the Improvements and the Access Road shall be free from defects in material and workmanship, shall be free from errors or omissions, and shall strictly conform in all respects with the requirements set forth in this Agreement and the plans and specifications approved by Ridgewood and Grantsville City. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. Walker shall ensure that all contractors acknowledge their obligation to perform all warranty work, at their sole cost and expense, that may be required on the Improvements or the Access Road for a period of [one (1)] year from the date of substantial completion of the Improvements and the Access Road.

9. No Dedication. Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Improvements or Access Road to the general public or for the benefit of the general public or for any public purpose whatsoever, it being the intention of the parties that this Agreement shall be strictly limited to the purposes herein expressed.

10. Future Dedication. If at any time in the future, Grantsville City shall agree to accept a dedication of the Improvements and Access Road, then the Parties or their successors agree to make such a dedication in a form acceptable to Grantsville City.

11. Running of Benefit and Burden. This Agreement shall be recorded in the Tooele County Recorder's Office. All provisions of this Agreement, including the benefit and burden hereof, shall run with the land and are binding upon and shall inure to the benefit of the successors, assigns, tenants and representatives of the Parties hereto.

12. Miscellaneous.

a. Notices and Communications. All notices, approvals and other communications provided for herein or given in connection herewith shall be validly given, made, delivered or served, if in writing, and delivered personally by facsimile, by U.S. Mail, or sent by nationally recognized overnight courier (e.g., Federal Express, Airborne, UPS), to:

To Ridgewood: Ridgewood Development
_____
_____
Attention: _____
Fax Number _____

To Walker: Steven K. Walker
_____
_____
Attention: _____
Fax Number _____

or to such other addresses as any party may from time to time designate in writing and deliver in a like manner. Notices, approvals and other communications provided for herein shall be deemed delivered upon personal delivery, confirmed facsimile transmission, three (3) business days after deposit with U.S. Postal Service, postage prepaid or 24 hours following deposit with a nationally recognized overnight courier, as herein above provided, prepaid and addressed as set forth above.

b. Attorneys' Fees. In the event any Party finds it necessary to bring any action against any other Party hereto to enforce any of the terms, covenants or conditions hereof, the Party prevailing in any such action or other proceeding shall be paid all reasonable costs and reasonable attorneys' fees by the non-prevailing Party.

c. Further Acts. Each of the Parties hereto shall execute and deliver all such documents and perform all such acts as reasonably necessary, from time to time, to carry out the matters contemplated by this Agreement.

d. No Partnership; Third Parties. It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any Party-contractor, contractor-contractor, employer-employee, partnership, or joint venture relationship between or among any or all of the Parties hereto. No term or provision of this Agreement is intended to, or shall, be for the benefit of any person, firm, organization or corporation not a Party hereto, and no such other person, firm, organization or corporation shall have any right or cause of action hereunder.

e. Entire Agreement. This Agreement (and the Exhibits attached hereto) constitutes the entire agreement between the Parties hereto pertaining to the subject matter hereof. All prior and contemporaneous agreements, representations and understandings of the Parties, oral or written, are hereby superseded and merged herein. No change or addition is to be made to this Agreement except by written amendment executed by the Parties hereto.

f. Good Standing; Authority. The Parties hereby represent and warrant to one another as follows: (i) each of the Parties is duly formed and validly existing under the laws of its state of organization and is qualified to do business in the State of Utah; and (ii) the individuals executing this Agreement on behalf of the respective Parties are authorized and empowered to bind the Party on whose behalf each such individual is signing.

g. Governing Law. This Agreement is entered into in Utah and shall be construed and interpreted under the laws of the State of Utah.

h. Severability. If any provision of this Agreement is declared void or unenforceable, such provision shall be severed from this Agreement.

i. Successors and Assigns. This Agreement shall bind the successors and assigns of a Party. An assignment shall not release a Party from its obligations hereunder unless such release is expressly agreed to by the other Party in writing.

j. Counterparts. This Agreement may be executed by facsimile and in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The signature pages from one or more counterparts may be removed from such counterparts and such signature pages all attached to a single instrument so that the signatures of all Parties may be physically attached to a single document.

[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

RIDGEWOOD DEVELOPMENT, ___

By:_____
Name:_____
Its:_____

STATE OF UTAH)
:ss.
COUNTY OF _____)

The foregoing Road Easement and Park Construction Agreement was acknowledged before me this ____ day of _____, 200__, by _____ _____, the _____ of RIDGEWOOD DEVELOPMENT, ___, a _____ _____, who signed on behalf of said company.

_____
NOTARY PUBLIC

_____
Steven K. Walker, an individual

STATE OF UTAH)
:ss.
COUNTY OF SALT LAKE)

The foregoing Road Easement and Park Construction Agreement was acknowledged before me this ____ day of _____, 200__, by Steven K. Walker, an individual.

_____
NOTARY PUBLIC

EXHIBIT A

Site Plan for Option 1

[Attached]

EXHIBIT B

Site Plan for Option 2

[Attached]

EXHIBIT C

Site Plan for Option 3

[Attached]

July 21, 2004

Grantsville City
Attn: Shawna Kertamus

Re: Cherry Grove Subdivision

To Whom It May Concern:

I am writing on behalf of Cherry Grove Homeowners' Association. There has been a plan for a park and retention pond as part of the Cherry Grove Subdivision, and I believe that the park will be an asset to the community. However, I am writing to propose what I feel to be a better plan for the creation of the park and retention pond.

I have had numerous discussions with Steve Walker, owner of the property directly east of the northern portion of Cherry Grove Subdivision. In our discussions, we have reached an agreement that will change the plans for the park and retention pond. An east-west road is planned for the southern portion of Mr. Walker's property. Mr. Walker has agreed to bring this road to Cherry Blossom Lane. A portion of this road would cross the currently planned park. To rectify this, a portion of Mr. Walker's land will be merged with Cherry Grove Subdivision so that it creates an approximately 1.8 acre retention pond and park that covers a portion of both pieces of property. The park and retention pond will be fully landscaped and improved and will be turned over to Grantsville city for use as a city park.

The land in the second phase, which will be south of the newly proposed road, is currently designated for use as part of the park. Due to the new proposal of the street and the addition of a portion of Mr. Walker's land for designation as park land, I request that the land south of the proposed road be re-designated for use in the second phase as building lots. With the new proposal for the park and retention pond, this land is no longer needed to meet the open space requirements of the subdivision.

Please feel free to contact me with any questions or concerns.

Sincerely,

Daryl Yates
President

March 12, 2007

To Whom It May Concern:

When we started the task of Cherry Grove subdivision we were required to put in a new intersection, which required us to purchase a piece of land and widen the highway and asphalt the road. We also were required to straighten the alignment of the new West Main by purchasing a lot from Little Reno Estates re-plating the lot and giving up a corner of the lot. This should have been taken care of by Little Reno Estates while they were in the process of acquiring their concept process. This was forgotten by the city, and then they decided to require Cherry Grove to fix the situation. Cherry Street was also a mess due to property lines that interfered with the width of the road, so we were required to purchase more property and then re-plat the Cherry Street right-of-way, which was off site. The city also wanted us to donate land for a park, so 2 lots were given up to make the park; which the city didn't want for themselves but was to be maintained by a home owners association. All this had to be completely taken care of before we were to receive concept for the project.

In August 2004 we were asked by Steve Walker to adjust land for a right-of-way for Apple Street, which would connect his subdivision with Cherry Grove subdivision. This road would go through the middle of the planned park in exchange for a spilt venture; which meant that Steve would give up some land on his side for some of the park and we would give up the area of our retention basin for the other half. This would allow us to gain our two lots back that were given up for the park. Steve Walker would then put the park in and fix the retention basin in exchange for the right-of-way of Apple

Street. We signed an agreement which was presented in a P & Z meeting by Steve Walker in August 2004. Nothing else was said to us about the park

We finally got Phase 1, which included 16 lots and the park to final plat at which time the housing market fell. We also had Phase 2 with preliminary plat at the same time, with water rights for the entire 71 lots, but under the crunch decided to wait and see how quickly Phase 1 sold out. This took a long time. We had to get a couple of extensions on Phase 2 because the market was still at a stand still. Finally, in 2006 the Bell's came to us and wanted to purchase the rest of the subdivision, they wanted the lots to be papered at purchase, which we agreed to.

The Bell's signed an agreement to purchase Phase 2, the commercial property, Phase 3 and Phase 4, in April 2006. We then started to help them get all of the property they were purchasing approved through the city and papered. We found out at this time that things had changed with the park and Apple Street. At some point the city had decided that Steve didn't need to have a park which voided the agreement that we had with him. This changed the situation without our knowledge. The city gave Steve his building permit and then decided that they would have to require the right- of-way in our approval process, which this piece of land was already platted and was no longer a part of the deal. We were not aware that anything had changed with Steve doing the park and putting Apple Street in until we started to help the Bell's move things through to get final plat for Phase 2. In the meeting we were told that the park had to be finished or the road had to go in and that it was our responsibility to do it with Steve. My feeling is that is was a totally separate issue and should not be required for the rest of the other phases. I tried to get it out of the deal for Phases 3 and 4 in the last few meetings, but I was not forceful

enough and I was lacking knowledge of the rules and needed to get this approved because of the time frame with the Bell's. I found out that the city is insisting we give the right-of-way for Apple Street before they will give us final plat approval on Phases 3 and 4. The city insisted on Wednesday, March 7, 2007 that we start the amendment process to give the right-of-way up. The deadline for our information was supposed to be in on that day in order for us to get on the next available P and Z meeting. I called Shauna at the city to find out what was going on with the deal and she agreed that I should not have to put the right-of-way in this deal and that it should be a separate issue with us, the Walker's and the city and that I should get a lawyer to help me stand up to the city.

The most important thing here is to get the Apple Street right-of- way to not be an issue with the approval process for the 3rd and 4th phase. This needs to be a separate process with Steve, the city and us. We also found out when we were going through the negotiations with the Bell's that we no longer had water to go with the lots in these 2 phases. This has also caused some problems with the sale of the property. We feel that if we give the city, or Steve, Apple Street we should be compensated with the water that we were given at the beginning for the rest of Cherry Subdivision.

CONDITIONS & CONCLUSIONS

N/A

AGENDA ITEM #8

Consideration of the proposed plat amendment to parcel A in the Cherry Grove subdivision.

Planning and Zoning
336 W. Main St.
Grantsville, UT 84029
Phone: (435) 884-1674

Staff Report Summary for Plat Amendment of Cherry Grove Subdivision lot 117

Applicant Name: Kary Yates
Request: Lot 117 Amendment
Prepared By: Shelby Moore

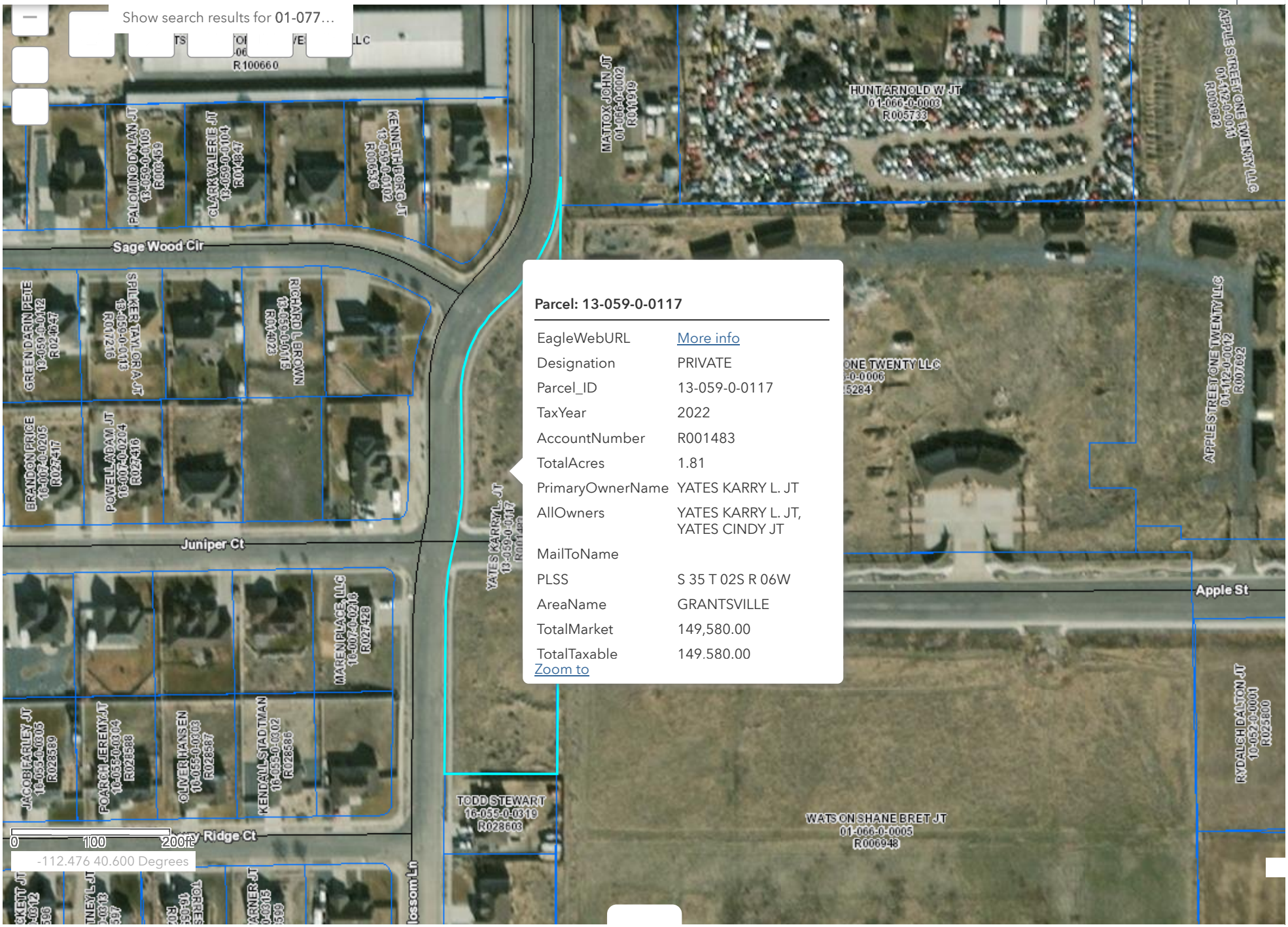
Meeting Date: July 18th, 2024
Public Hearing Date: July 9th, 2024
Acreage: 0.79
Current Zone: RR-1-21

Planning Staff Explanation: Consideration of the Amendment of the Cherry Grove Subdivision lot 117 retention basin.

The current owner is responsible to maintain the drainage basin on their lot that is 0.79 acres. Kary and Cindy Yates are requesting to dedicate the retention basin to the City, due the HOA dissolving.

The amendment would correct Apple Streets ROW, dedicate the basin to the City**.**

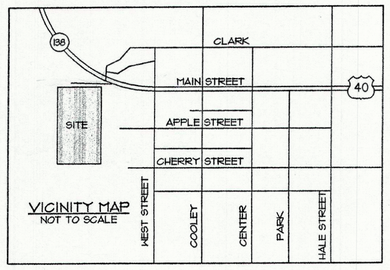
Site Plan

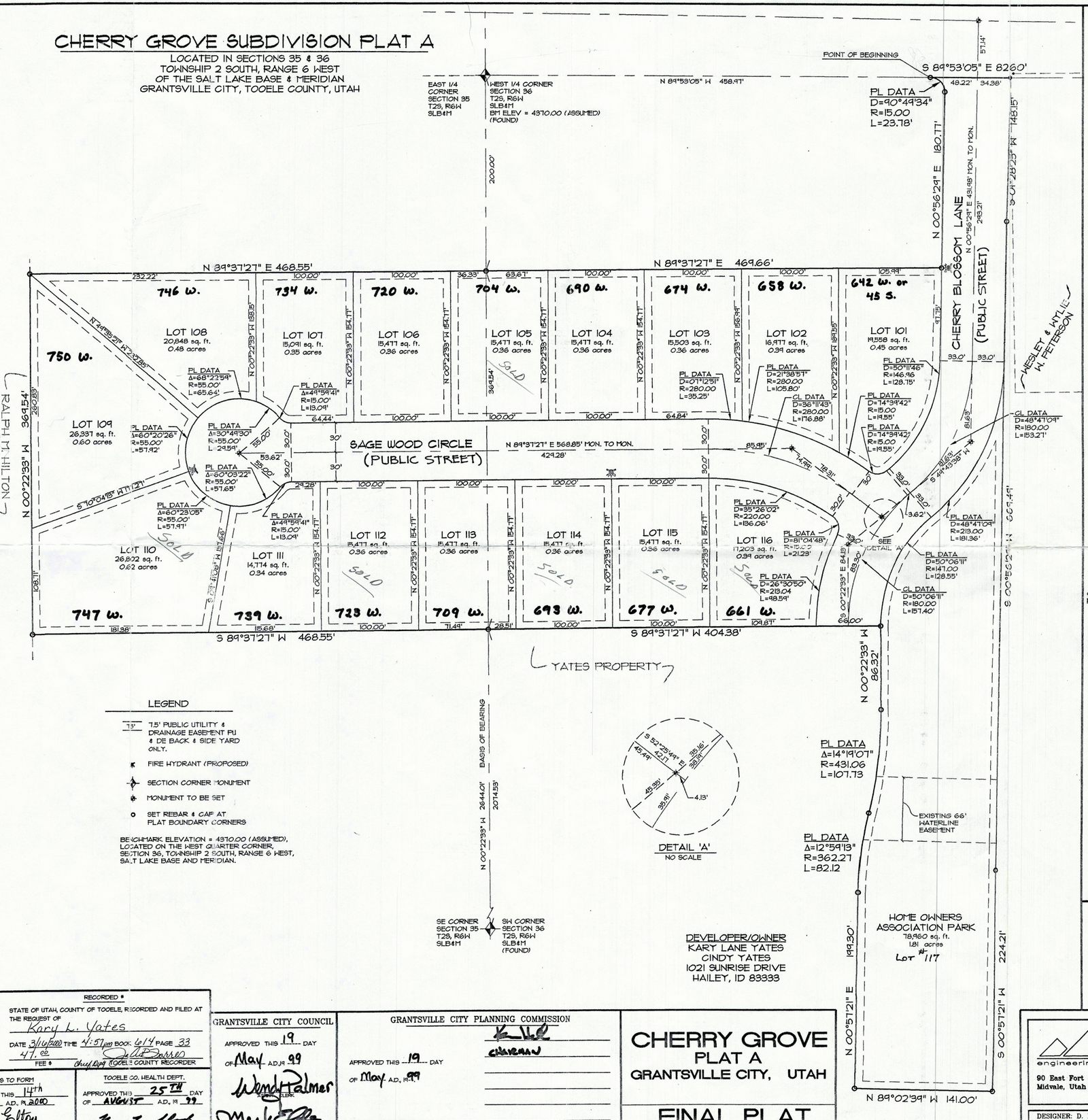

Show search results for 01-077…
Sage Wood Cir
Juniper Ct
Ridge Ct
Apple St
Parcel: 13-059-0-0117
EagleWebURL More info
Designation PRIVATE
Parcel_ID 13-059-0-0117
TaxYear 2022
AccountNumber R001483
TotalAcres 1.81
PrimaryOwnerName YATES KARRY L. JT
AllOwners YATES KARRY L. JT, YATES CINDY JT
MailToName
PLSS S 35 T 02S R 06W
AreaName GRANTSVILLE
TotalMarket 149,580.00
TotalTaxable 149.580.00
Zoom to
0 100 200ft
-112.476 40.600 Degrees



CHERRY GROVE SUBDIVISION PLAT A

LOCATED IN SECTIONS 35 & 36
TOWNSHIP 2 SOUTH, RANGE 6 WEST
OF THE SALT LAKE BASE & MERIDIAN
GRANTSVILLE CITY, TOOELE COUNTY, UTAH





LEGEND

- 7.5' PUBLIC UTILITY & DRAINAGE EASEMENT PU & DE BACK & SIDE YARD ONLY.
- FIRE HYDRANT (PROPOSED)
- SECTION CORNER MONUMENT
- MONUMENT TO BE SET
- SET REBAR & CAP AT PLAT BOUNDARY CORNERS

BENCHMARK ELEVATION = 4370.00 (ASSUMED), LOCATED ON THE WEST QUARTER CORNER, SECTION 36, TOWNSHIP 2 SOUTH, RANGE 6 WEST, SALT LAKE BASE AND MERIDIAN.

GRAPHIC SCALE

50 0 25 50 100 200
(IN FEET)
1 inch = 50 ft.

NORTH

DEVELOPER/OWNER
KART LANE YATES
CINDY YATES
1021 SUNRISE DRIVE
HAILEY, ID 83333

SURVEYOR'S CERTIFICATE

I, Keith R. Russell, do hereby certify that I am a Registered Land Surveyor, and that I hold certificate No. 164386, as prescribed under the laws of the State of Utah. I further certify that by authority of the Owners, I have made a survey of the tract of land shown on this plat and described below, and have subdivided said tract of land into lots and streets, hereafter to be known as CHEERY GROVE PLAT A, and that the same has been correctly surveyed and staked on the ground as shown on this plat.

BOUNDARY DESCRIPTION

PROPERTY DESCRIPTIONS

Beginning at a point on the section line said point being South 89°53'05" East 458.47 feet along the section line from the West Quarter Corner of Section 36, Township 2 South, Range 6 West Salt Lake Base and Meridian, and running;

thence South 89°53'05" East 82.60 feet along the section line to an existing fence line;
thence South 1°28'25" West 148.15 feet along said existing fence line;
thence South 0°56'24" West 664.49 feet along said existing fence line;
thence South 0°57'21" West 224.21 feet along said existing fence line;
thence North 89°02'39" West 141.00 feet;
thence North 0°57'21" East 199.30 feet;
thence Northeasterly 82.12 feet along the arc of a 362.27 foot radius curve to the right, (center bears South 89°02'39" East and long chord bears North 7° 26'58" East 81.94 feet through a central angle of 12°59'13");
thence Northwesterly 107.73 feet along the arc of a 431.06 foot radius curve to the left, (center bears North 76°03'26" West and long chord bears North 6° 47'01" East 107.44 feet through a central angle of 14°19'07");
thence North 0°22'33" West 86.32 feet;
thence South 89°37'27" West 404.38 feet to the section line;
thence South 89°37'27" West 468.55 feet;
thence North 0°22'33" West 364.54 feet;
thence North 89°37'27" East 468.55 feet to the section line;
thence North 89°37'27" East 469.66 feet;
thence North 0°56'24" East 180.77 feet;
thence Northwesterly 23.78 feet along the arc of a 15.00 foot radius curve to the left, (center bears North 89°03'31" West and long chord North 44°28'18" West 21.31 feet through a central angle of 90°49'34" to the point of beginning.

Contains 16 lots 10.24 acres.

May 19, 1999
Date

Keith R. Russell
License no. 164386

REGISTERED LAND SURVEYOR No. 164386 KEITH R. RUSSELL 5-19-99 State of Utah

OWNER'S DEDICATION

Know all men by these presents that We, the undersigned owner( ) of the above described tract of land, having caused same to be subdivided into lots and streets to be hereafter known as the

CHERRY GROVE
SUBDIVISION PLAT A

do hereby dedicate for perpetual use of the public all parcels of land shown on this plat as intended for Public use.

In witness whereof We have hereunto set our hand this 15 day of March A.D. 19 2000

Kary L Yates dba KO Excavation

Cindy L Yates

ACKNOWLEDGMENT

STATE OF UTAH
COUNTY OF Tooele } S.S.

On the 24 day of Feb A.D. 19 2000 personally appeared before me, the undersigned Notary Public, in and for said County of Tooele in said State of Utah, the signer( ) of the above Owner's dedication, 2 in number, who duly acknowledged to me that they signed it freely and voluntarily and for the uses and purposes therein mentioned.

Susan P. Buston
NOTARY PUBLIC

Residing at: Tooele My commision expires: 4/13/2003

ACKNOWLEDGMENT

STATE OF UTAH
COUNTY OF _____ } S.S.

On the _____ day of _____ A.D. 19___ personally appeared before me, the undersigned Notary Public, in and for said County of _____ in said State of Utah, the signer( ) of the above Owner's dedication, ___ in number, who duly acknowledged to me that ___ signed it freely and voluntarily and for the uses and purposes therein mentioned.

NOTARY PUBLIC

Residing at: _____ My commision expires: _____

CHERRY GROVE
SUBDIVISION PLAT A

LOCATED IN SECTIONS 35 & 36
TOWNSHIP 2 SOUTH, RANGE 6 WEST
OF THE SALT LAKE BASE & MERIDIAN
GRANTSVILLE CITY, TOOELE COUNTY, UTAH

TOOELE COUNTY BOARD OF HEALTH
APPROVED THIS _____ DAY OF _____ A.D. 19___
TOOELE COUNTY BOARD OF HEALTH

TOOELE COUNTY SURVEYOR
APPROVED THIS _____ DAY OF _____ A.D. 19___
TOOELE COUNTY SURVEYOR

RECORDED #
STATE OF UTAH, COUNTY OF TOOELE, RECORDED AND FILED AT THE REQUEST OF Kary L. Yates
DATE 3/16/2000 TIME 4:57 pm BOOK 614 PAGE 33
47.00 FEE $
Chief Dep TOOELE COUNTY RECORDER

GRANTSVILLE CITY COUNCIL
APPROVED THIS 19 DAY OF May A.D. 19 99
Wendy Palmer CITY RECORDER
Mayor

GRANTSVILLE CITY PLANNING COMMISSION
APPROVED THIS 19 DAY OF May A.D. 19 99
CHAIRMAN
CHAIRMAN, PLANNING COMMISSION

ENGINEER'S CERTIFICATE
I HEREBY CERTIFY THAT THIS OFFICE HAS EXAMINED THIS PLAT AND IT IS CORRECT IN ACCORDANCE WITH INFORMATION ON FILE IN THIS OFFICE.
DATE: 3/16/00 John Bingaman GRANTSVILLE CITY ENGINEER

APPROVAL AS TO FORM
APPROVED AS TO FORM THIS 14th DAY OF March A.D. 19 2000
Ronald L Elton GRANTSVILLE CITY ATTORNEY

TOOELE CO. HEALTH DEPT.
APPROVED THIS 25TH DAY OF AUGUST A.D. 19 99
TOOELE COUNTY HEALTH DEPARTMENT

CHERRY GROVE
PLAT A
GRANTSVILLE CITY, UTAH
FINAL PLAT

ENSIGN
engineering • planning • surveying
90 East Port Union Boulevard, Suite 100
Midvale, Utah 84047
(801) 255-0529
fax (801) 255-4449

date: 3-19-99
project no: 98-050
sheet: 1 OF 1

DESIGNER: D. KINSMAN | DRAFTER: BEA | ENGINEER: D. JENKINS | SCALE: 1"=50'

LOT 1
172,423 sq. ft.
3.96 acres

S 89°37'27" W 938.21'

S 00°56'29" W 180.77'

D=90°49'34"
R=15.00'
L=23.78'

CHERRY BLOSSOM LANE

SAGE WOOD CIRCLE

LOT 101
LOT 102
LOT 103
LOT 104
LOT 105
LOT 106
LOT 107
LOT 108
LOT 109
LOT 110
LOT 111
LOT 112
LOT 113
LOT 114
LOT 115
LOT 116
LOT 201
LOT 202
LOT 203
LOT 204
LOT 205
LOT 206
LOT 207
LOT 208
LOT 209
LOT 210
LOT 211
LOT 212
LOT 213
LOT 214
LOT 215
LOT 216

S 00°22'33" E 739.02'

WESLEY & WYLIE W. PETERSON

DAUN L. HUNT

EDWARD A. & KAREN WATSON

PARK & DETENTION BASIN

124.9'

416.0'

APPLE STREET

136.99'

53.97'

24.90'

27.56'

95.41'

199.24'

PARK
35,514 sq. ft.
0.82 acres

103.84'

141.00'

LOT 338
14,092 sq. ft.
0.32 acres

N 89°37'27" E 846.17'

LOT 307
14,222 sq. ft.
0.33 acres

LOT 308
16,244 sq. ft.
0.37 acres

LOT 306
15,253 sq. ft.
0.35 acres

LOT 305
15,477 sq. ft.
0.36 acres

LOT 304
15,477 sq. ft.
0.36 acres

LOT 303
15,477 sq. ft.
0.36 acres

LOT 302
15,477 sq. ft.
0.36 acres

LOT 301
14,847 sq. ft.
0.34 acres

TOTAL ADJUSTED AREA
306,927 sq. ft.
7.05 acres

TOTAL AREA
299,863 sq. ft.
6.88 acres

NORTH

ENSIGN
engineering • planning • surveying
90 East Fort Union Blvd., Suite 100
Midvale, Utah 84047
(801) 255-0529
fax (801) 255-4449
project manager: B. ERICKSEN
drawn by: AL
date:

No.	revision	date	by
1			
2			
3			
4			
5			
6			
7			
8			
9			

project name:
GRANTSVILLE SUB
800 WEST MAIN
GRANTSVILLE CITY, UTAH
for
HALIFAX DEVELOPMENT

sheet title:
CONCEPT PLAN

file:
F:\T1218\DWG\
project no.:
T1218
sheet:
1 of 1

CHERRY GROVE SUBDIVISION PLAT A AMENDMENT 1

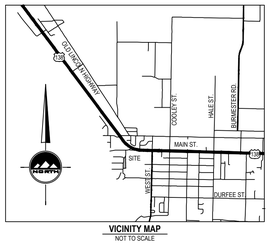
(AMENDING LOT 117 OF CHERRY GROVE PLAT A)

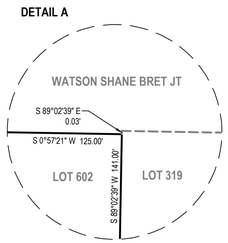
FINAL PLAT

LOCATED IN THE SOUTHWEST QUARTER
OF SECTION 36,
TOWNSHIP 2 SOUTH, RANGE 6 WEST,
SALT LAKE BASE AND MERIDIAN
GRANTSVILLE CITY, TOOELE COUNTY, UTAH

NOTES

1. NO DRIVEWAYS SHALL BE CONSTRUCTED SO AS TO SLOPE TOWARD ANY STRUCTURES WITHOUT WRITTEN PERMISSION FROM GRANTSVILLE CITY ENGINEER.
2. OFFSET PINS TO BE SET IN BACK OF CURB AND 5/8" X 24" REBAR WITH YELLOW PLASTIC CAPS MARKED "ENSIGN ENG. & LAND SURV." TO BE SET AT ALL OTHER LOT AND BOUNDARY CORNERS.
3. UTILITIES SHALL HAVE THE RIGHT TO INSTALL, MAINTAIN, AND OPERATE THEIR EQUIPMENT ABOVE AND BELOW GROUND AND ALL OTHER RELATED FACILITIES WITHIN THE PUBLIC UTILITY EASEMENTS IDENTIFIED ON THIS PLAT MAP AS MAY BE NECESSARY OR DESIRABLE IN PROVIDING UTILITY SERVICES WITHIN AND WITHOUT THE LOTS IDENTIFIED HEREIN, INCLUDING THE RIGHT OF ACCESS TO SUCH FACILITIES AND THE RIGHT TO REQUIRE REMOVAL OF ANY OBSTRUCTIONS INCLUDING STRUCTURES, TREES AND VEGETATION THAT MAY BE PLACED WITHIN THE P.U.E. THE UTILITY MAY REQUIRE THE LOT OWNER TO REMOVE ALL STRUCTURES WITHIN THE P.U.E. AT THE LOT OWNER'S EXPENSE, OR THE UTILITY MAY REMOVE SUCH STRUCTURES AT THE LOT OWNER'S EXPENSE. AT NO TIME MAY ANY PERMANENT STRUCTURES BE PLACED WITHIN THE P.U.E. OR ANY OTHER OBSTRUCTION WHICH INTERFERES WITH THE USE OF THE P.U.E. WITHOUT THE PRIOR WRITTEN APPROVAL OF THE UTILITIES WITH FACILITIES IN THE P.U.E.
4. PARCEL A IS AN EXISTING DETENTION BASIN AND IS HEREBY DEDICATED IN FAVOR OF GRANTSVILLE CITY AT THE CREATION OF THIS PLAT.

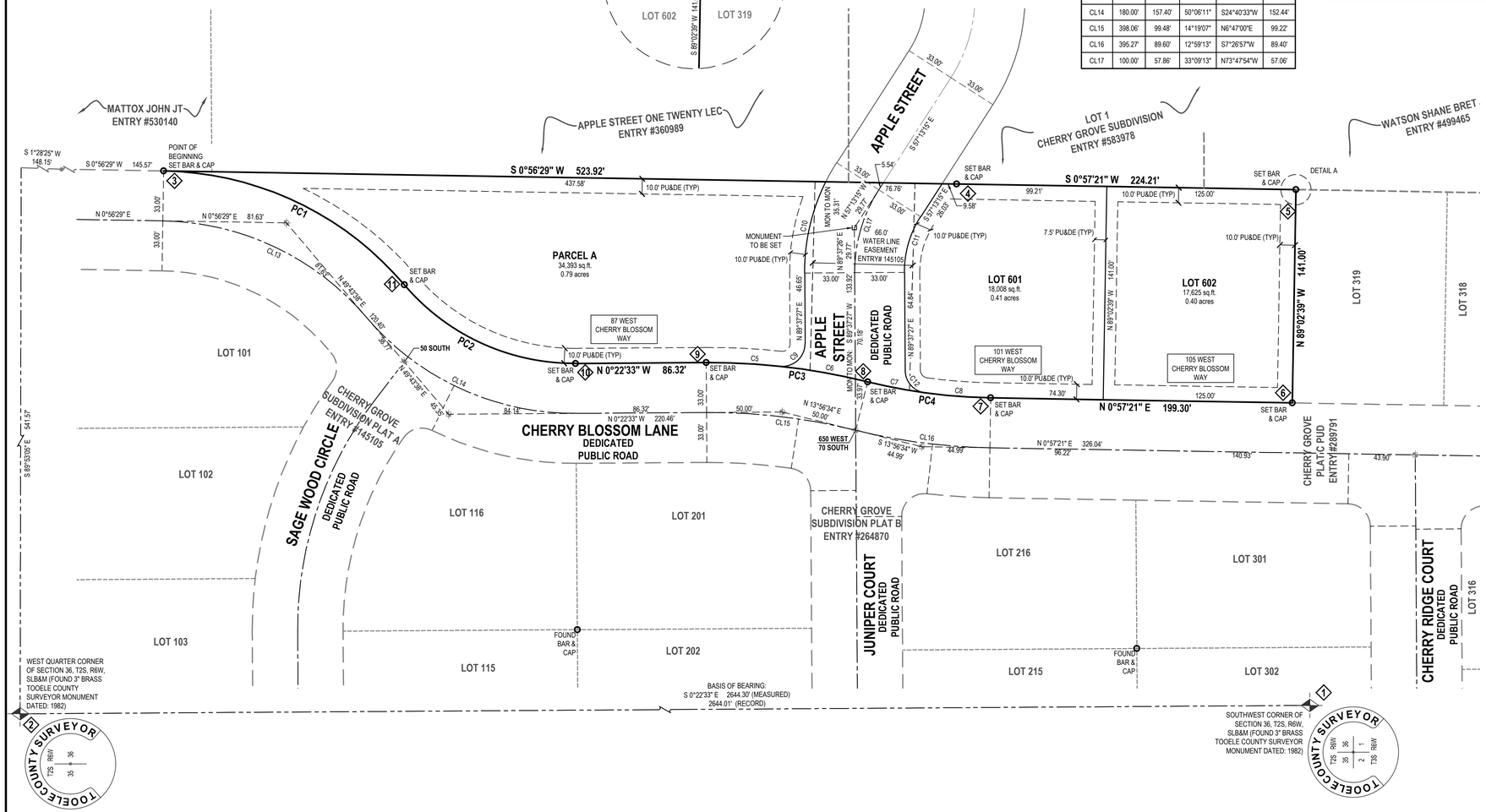




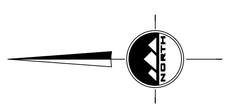
CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD
PC1	213.00'	181.36'	48°47'09"	N25°20'03"E	175.93'
PC2	147.00'	128.55'	50°06'11"	N24°40'33"E	124.49'
PC3	431.06'	107.73'	14°19'07"	N6°47'00"E	107.45'
PC4	362.27'	82.12'	12°59'13"	N7°26'57"E	81.94'

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD
CL13	180.00'	153.27'	48°47'09"	N25°20'03"E	148.68'
CL14	180.00'	157.40'	50°06'11"	S24°40'33"W	152.44'
CL15	398.06'	99.48'	14°19'07"	N6°47'00"E	99.22'
CL16	395.27'	89.60'	12°59'13"	S7°26'57"W	89.40'
CL17	100.00'	57.86'	33°09'13"	N73°47'54"W	57.06'

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD
C5	431.06'	48.85'	6°29'37"	N2°52'16"E	48.83'
C6	431.06'	58.87'	7°49'30"	N10°01'49"E	58.83'
C7	362.27'	38.45'	6°04'49"	S10°54'09"W	38.43'
C8	362.27'	43.67'	6°54'24"	S4°24'33"W	43.64'
C9	15.00'	25.26'	96°29'37"	S42°07'44"E	22.38'
C10	133.00'	62.47'	26°54'35"	N76°55'13"W	61.89'
C11	67.00'	38.77'	33°09'12"	N73°47'54"W	38.23'
C12	15.00'	21.41'	81°44'20"	S48°45'38"W	19.64'



BOUNDARY STATE PLANE COORDINATES (NAD27 US SURVEY FEET)		
POINT #	NORTHING	EASTING
1	721554.85	827241.44
2	726843.50	827268.37
3	726241.62	828332.37
4	725194.06	828302.94
5	724745.77	828290.24
6	724753.76	828008.31
7	725152.25	828019.61
8	725314.51	828042.75
9	725527.61	828070.62
10	725700.28	828071.50
11	725925.33	828178.08



HORIZONTAL GRAPHIC SCALE

40 0 20 40 80

(IN FEET)
HORZ: 1 inch = 40 ft.

SURVEYOR'S CERTIFICATE

I, Douglas J. Kinsman, do hereby certify that I am a Professional Land Surveyor, and that I hold License No. 334575, in accordance with Title 58, Chapter 22, of the Professional Engineers and Land Surveyors Act; I further certify that by authority of the owners I have completed a survey of the property described on this subdivision plat in accordance with Section 17-23-17, have verified all measurements, and have subdivided said tract of land into lots a parcel and streets, together with easements, hereafter to be known as Cherry Grove Plat A Amended and that the same has been correctly surveyed and monumented on the ground as shown on this plat. I further certify that all lots meet frontage width and area requirements of the applicable zoning ordinances.

BOUNDARY DESCRIPTION

A parcel of land, containing all of Lot 117 of the Cherry Grove Subdivision Plat A, as recorded March 16, 2000, in Book 614 at Page 33, in the Tooele County Recorder's Office, situate in the Southwest Quarter of Section 36, Township 2 South, Range 6 West, Salt Lake Base and Meridian, more particularly described as follows:

Beginning at a point on the east line of said Cherry Grove Subdivision Plat A, being also a point of curvature on the east line of Cherry Blossom Lane, which is located South 89°53'05" East 541.57 feet along the monument line, following the south line of Main Street, and South 1°28'25" West 148.15 feet and South 0°56'29" West 145.57 feet, following the east line of Cherry Blossom Lane from the West Quarter Corner of Section 36, Township 2 South, Range 6 West, Salt Lake Base and Meridian, and running:

thence South 0°56'29" West 523.92 feet along the east line of said Cherry Grove Subdivision Plat A;
thence South 0°57'21" West 224.21 feet along said east line;
thence North 89°02'39" West 141.00 feet along the south line of said subdivision, being also the north line of the Cherry Grove Plat C P.U.D. subdivision, as recorded July 26, 2007, under Entry no. 289791 in the Tooele County Recorder's Office;
thence North 0°57'21" East 199.30 feet along the line common to said subdivisions - Plats A and C - to and along a boundary line common to said Plat A and the Cherry Grove Subdivision Plat B, as recorded August 4, 2006, under Entry no. 264870, in the Tooele County Recorder's Office;
thence Northeasterly 82.12 feet along the arc of a 362.27-foot radius tangent curve to the right (center bears South 89°02'39" East and the long chord bears North 7°26'57" East 81.94 feet, through a central angle of 12°59'13"), along the east line of Cherry Blossom Lane, and said line common to Plats A and B;
thence Northeasterly 107.73 feet along the arc of a 431.06-foot radius tangent reverse curve to the left (center bears North 76°03'26" West and the long chord bears North 6°47'00" East 107.45 feet, through a central angle of 14°19'07"), along said east line and the line common to Plats A and B;
thence North 0°22'33" West 86.32 feet along said east line and the line common to Plats A and B;
thence Northeasterly 128.55 feet along the arc of a 147.00-foot radius tangent curve to the right (center bears North 89°37'27" East and the long chord bears North 24°40'33" East 124.49 feet, through a central angle of 50°06'11"), along said east line of Cherry Blossom Lane;
thence Northeasterly 181.36 feet along the arc of a 213.00-foot radius tangent reverse curve to the left (center bears North 40°16'22" West and the long chord bears North 25°20'03" East 175.93 feet, through a central angle of 48°47'09"), along said east line to the Point of Beginning.

Parcel contains: 78,960 square feet or 1.81 acres, 2 Lots and Parcel A.

APRIL 24, 2024
Date
Douglas J. Kinsman
License No. 334575

PROFESSIONAL LAND SURVEYOR
334575
DOUGLAS J. KINSMAN
STATE OF UTAH

OWNER'S DEDICATION

Known all men by these present that the undersigned are the owner(s) of the hereon described tract of land and hereby cause the same to divided into lots a parcel and a street together with easements as set forth hereafter to be known as:

CHERRY GROVE SUBDIVISION PLAT A AMENDMENT 1
(AMENDING LOT 117 OF CHERRY GROVE PLAT A)

and do hereby dedicate for the perpetual use of the public all roads and other areas shown on this plat as intended for public use. The undersigned owner(s) hereby dedicate to Grantsville City all those parts or portions of said tract of land on said plat designated hereon as streets, the same to be used as public thoroughfares forever. The undersigned owner(s) also hereby convey to any and all public utility companies providing service to the hereon described tract a perpetual, non-exclusive easement over the 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. The undersigned owner(s) also convey any other easements shown on this plat to the parties indicated and for the purposes shown hereon.
In witness whereof I / we have hereunto set my / our hand this _____day of _____A.D., 20_____.

By: KARRY L. YATES
AS JOINT TENANT

By: CINDY YATES
AS JOINT TENANT

By:

By:

By:

By:

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF UTAH)S.S.
County of TOOELE

On the _____ day of _____ A.D., 20_____, _____ personally appeared before me, the undersigned Notary Public, in and for said County of _____, _____ in the State of Utah, who after being duly sworn, acknowledged to me that He/She is the _____ of _____ a Limited Liability Company and that He/She signed the Owner's Dedication freely and voluntarily for and in behalf of said Limited Liability Company for the purposes therein mentioned and acknowledged to me that said Limited Liability Company executed the same.

MY COMMISSION EXPIRES: _____,

_____ RESIDING IN _____ COUNTY.
NOTARY PUBLIC

CORPORATE ACKNOWLEDGMENT

STATE OF UTAH)S.S.
County of TOOELE

On the _____ day of _____ A.D., 20_____, _____ personally appeared before me, the undersigned Notary Public, in and for said County of _____, _____ in the State of Utah, who after being duly sworn, acknowledged to me that He/She is the _____ of _____ and that He/She signed the Owner's Dedication freely and voluntarily for and in behalf of said Corporation by authority of a resolution of its Board of Directors for the purposes therein mentioned and acknowledged to me that said Corporation executed the same.

MY COMMISSION EXPIRES: _____,

_____ RESIDING IN _____ COUNTY.
NOTARY PUBLIC

ENSIGN ENG. LAND SURV.

- EXISTING STREET MONUMENT
- PROPOSED STREET MONUMENT TO BE SET
- SECTION CORNER
- 5/8"x24" REBAR WITH YELLOW PLASTIC CAP, OR NAIL STAMPED "ENSIGN ENG. & LAND SURV."
- PU&DE — PUBLIC UTILITY & DRAINAGE EASEMENT
- BOUNDARY LINE
- ADJACENT PROPERTY LINE
- SECTION LINE
- CENTER LINE
- EASEMENT LINE
- RIGHT OF WAY LINE
- ADJACENT RIGHT OF WAY LINE
- TANGENT LINE
- SEWER LINE EASEMENT

CITY PLANNER APPROVAL

APPROVED THIS _____ DAY OF _____, 20_____.
BY THE GRANTSVILLE CITY PLANNER

GRANTSVILLE CITY PLANNER

TOOELE COUNTY TREASURER

I HEREBY CERTIFY THAT PROPERTY TAXES DUE AND OWNING HAVE BEEN PAID IN FULL THIS _____ DAY OF _____, 20_____, FOR PARCEL NO.

TOOELE COUNTY TREASURER

CITY MAYOR APPROVAL

APPROVED THIS _____ DAY OF _____, 20_____.
BY THE GRANTSVILLE CITY MAYOR.

GRANTSVILLE CITY MAYOR

ATTEST: GRANTSVILLE CITY RECORDER

CITY ATTORNEY'S APPROVAL

APPROVED THIS _____ DAY OF _____, 20_____.
BY THE GRANTSVILLE CITY ATTORNEY.

GRANTSVILLE CITY ATTORNEY

CITY FIRE DEPARTMENT APPROVAL

APPROVED THIS _____ DAY OF _____, 20_____.
BY THE GRANTSVILLE CITY FIRE DEPT.

GRANTSVILLE CITY FIRE CHIEF

GRANTSVILLE CITY PUBLIC WORKS APPROVAL

APPROVED THIS _____ DAY OF _____, 20_____.
BY THE GRANTSVILLE CITY PUBLIC WORKS.

GRANTSVILLE CITY PUBLIC WORKS DIRECTOR

PLANNING COMMISSION APPROVAL

APPROVED THIS _____ DAY OF _____, 20_____.
BY THE GRANTSVILLE CITY PLANNING COMMISSION.

CHAIR, GRANTSVILLE CITY PLANNING COMMISSION

COUNTY SURVEY DEPARTMENT

APPROVED THIS _____ DAY OF _____, 20_____.
BY THE TOOELE COUNTY SURVEY DEPARTMENT.

RECORD OF SURVEY FILE # 2022-0093

TOOELE COUNTY SURVEY DEPT. DIRECTOR

ENGINEER'S CERTIFICATE

I HEREBY CERTIFY THAT THIS OFFICE HAS EXAMINED THIS PLAT AND IT IS CORRECT IN ACCORDANCE WITH INFORMATION ON FILE IN THIS OFFICE.

GRANTSVILLE CITY ENGINEER DATE

DEVELOPER
KARRY YATES
2624 NORTH 1560 WEST
PLEASANT GROVE, UT. 84062
PHONE: 801-647-1003

SHEET 1 OF 1

PROJECT NUMBER : C980507
MANAGER : D. KINSMAN
DRAWN BY : BR. MORRIS
CHECKED BY : D. KINSMAN
DATE : 4/24/24

ENSIGN

TOOELE
169 North Main Street Unit 1
Tooele, Utah 84074
Phone: 435.843.3590
Fax: 435.578.0108

SALT LAKE CITY
Phone: 801.255.0529
LAYTON
Phone: 801.547.1100
CEDAR CITY
Phone: 435.865.1453
RICHFIELD
Phone: 435.896.2983

WWW.ENSIGNENG.COM

TOOELE COUNTY RECORDER

RECORDED #_____
STATE OF UTAH, COUNTY OF TOOELE, RECORDED AND FILED AT THE
REQUEST OF : _____

DATE: _____ TIME: _____

FEE$ _____ TOOELE COUNTY RECORDER

CHERRY GROVE SUBDIVISION PLAT A AMENDMENT 1

(AMENDING LOT 117 OF CHERRY GROVE PLAT A)

FINAL PLAT

LOCATED IN THE SOUTHWEST QUARTER
OF SECTION 36,
TOWNSHIP 2 SOUTH, RANGE 6 WEST,
SALT LAKE BASE AND MERIDIAN
GRANTSVILLE CITY, TOOELE COUNTY, UTAH

AFTER RECORDING, RETURN TO:

_____

_____

_____

ROAD EASEMENT AND PARK CONSTRUCTION AGREEMENT

THIS ROAD EASEMENT AND PARK CONSTRUCTION AGREEMENT (the "Agreement") is made as of _____ __, 200__, by and between RIDGEWOOD DEVELOPMENT, ___, a _____ ("Ridgewood"), and [STEVEN K. WALKER, an individual] ("Walker"). Ridgewood and Walker, and any assign of each of the foregoing, are herein referred to as a "Party" and are collectively referred to herein as "Parties."

RECITALS

A. Ridgewood is the developer of a subdivision located in Grantsville, [Tooele] County, Utah (the "Cherry Grove Subdivision").

B. Walker is the developer of a subdivision located adjacent to the Cherry Grove Subdivision (the "Walker Subdivision").

C. Walker desires to obtain access for ingress and egress to the Walker Subdivision across the Cherry Grove Subdivision.

D. Ridgewood has the obligation to create a detention pond and/or a city park within the Cherry Grove Subdivision, in order to obtain approval for the remaining phases of the Cherry Grove Subdivision.

E. Ridgewood is willing to grant Walker an access easement, provided that Walker construct the detention pond and/or city park and comply with the other terms set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

1. Development Scenarios. Walker desires to obtain access to the Walker Subdivision across the Cherry Grove Subdivision by a perpetual non-exclusive easement to be granted by Ridgewood (the "Access Road"). The precise location of the Access Road will be established by the Parties, once Ridgewood has obtained approval from Grantsville City for the location and design of the park and/or detention pond (collectively, the "Improvements") to be constructed within the Cherry Grove Subdivision. The three potential layouts for the Access Road and Improvements are as follows:

a. Option 1. Under this scenario, Grantsville City will require the creation of a detention pond on Lot No. ___. Ridgewood will not be required to provide a park. Ridgewood will retain Lot Nos. ____ and ____. The Access Road will be located adjacent to the Improvements. A sketch of the layout for Option 1 is attached hereto as Exhibit A.

b. Option 2. Under this scenario, Grantsville City will require the creation of a park and detention pond on Lot Nos. ___ and ___. Ridgewood will retain Lot No. ___. The Access Road will be located adjacent to the Improvements. A sketch of the layout for Option 2 is attached hereto as Exhibit B.

c. Option 3. Under this scenario, Grantsville City will require the creation of a park and detention pond. The park required under this scenario will be larger than the park required under Option 2. Ridgewood will not retain any lots under this scenario. The Access Road will bisect the park. A sketch of the layout for Option 3 is attached hereto as Exhibit C.

2. Selection of a Development Option. Ridgewood desires to obtain Grantsville City approval for Option 1, which would permit Ridgewood to retain two lots and would require the least amount to be expended for the Improvements. Ridgewood will endeavor to obtain Grantsville City approval of Option 1. However, Ridgewood cannot provide Walker any assurance that Grantsville City will approve Option 1. At present, Grantsville City is demanding that Ridgewood utilize Option 3.

3. Walker's Acceptance of Construction Obligations. Walker agrees to assume the obligation to construct, at its sole cost and expense, the Improvements and the Access Road, regardless of the design option approved by Grantsville City. In that connection, Walker will pay for all bonds required by Grantsville City and will provide all warranty work required by Grantsville City after completion of the Improvements. Walker will construct the Improvements and the Access Road in accordance with plans approved by Ridgewood and Grantsville City, and in accordance with the Grantsville City ordinances. Ridgewood will retain ownership of the area on which the Improvements are constructed, and will either convey title to such Improvements to the homeowners' association for the Cherry Grove Subdivision or dedicate such Improvements to Grantsville City upon their completion by Walker.

4. Timing of Construction of Improvements. Walker agrees to post bonds for the Improvements, and to commence construction of such Improvements within thirty (30) days of receiving written notice from Ridgewood of the design approved by Grantsville City and a request to commence construction. Walker agrees to use commercially reasonable efforts to complete construction of the Improvements once construction has commenced. Walker recognizes that his failure to timely commence construction of the Improvements may delay Ridgewood's approval for the final plat(s) for the remaining phases of the Cherry Grove Subdivision. Therefore, Walker's receipt of the easement for the Access Road is contingent upon Walker's timely performance of his obligations under this Agreement.

5. Grant of Easement for the Access Road. Provided that Walker timely performs his obligations under this Agreement to install the Improvements, Ridgewood grants, conveys and warrants to Walker, for the use and benefit of the Benefited Parties (as defined below), a perpetual non-exclusive easement and right-of-way for ingress and egress by vehicular and pedestrian traffic over and across the Access Road. The precise location of the Access Road

shall be determined when Grantsville City approves the design for the Improvements and the Access Road. Such easement shall be forever appurtenant to the Walker Subdivision, for the use and benefit of the Benefited Parties, and shall run with the land and shall forever burden the Cherry Grove Subdivision, as the servient estate, and benefit the Walker Subdivision, as the dominant estate. For purposes of this Agreement, "Benefited Parties" shall include: (i) Walker and Ridgewood; (ii) all successors, transferees and assignees of any ownership interest in and to all or any portion of the Cherry Grove Subdivision and the Walker Subdivision; and (iii) all tenants, subtenants, contractors, vendors, suppliers, employees, agents, customers, guests, licensees, concessionaires and other invitees of any of the foregoing.

6. Walker's Indemnity Obligation. Walker shall defend, indemnify and hold Ridgewood, its directors, offices, shareholders, employees and agents harmless from any losses, claims or damages arising from Walker's construction of Improvements and Access Road and any liens placed on the Cherry Grove Subdivision in connection therewith.

7. Walker's Construction Contracts. Walker shall obtain lien waivers from all contractors and subcontractors performing any work on the Improvements or the Access Road, and any vendors or suppliers supplying materials for the Improvements or the Access Road.

8 Warranty of Work. All agreements entered into by Walker with contractors for construction of the Improvements or the Access Road shall contain provisions warranting that all materials and equipment furnished shall be of good quality and new, and that the Improvements and the Access Road shall be free from defects in material and workmanship, shall be free from errors or omissions, and shall strictly conform in all respects with the requirements set forth in this Agreement and the plans and specifications approved by Ridgewood and Grantsville City. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. Walker shall ensure that all contractors acknowledge their obligation to perform all warranty work, at their sole cost and expense, that may be required on the Improvements or the Access Road for a period of [one (1)] year from the date of substantial completion of the Improvements and the Access Road.

9. No Dedication. Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Improvements or Access Road to the general public or for the benefit of the general public or for any public purpose whatsoever, it being the intention of the parties that this Agreement shall be strictly limited to the purposes herein expressed.

10. Future Dedication. If at any time in the future, Grantsville City shall agree to accept a dedication of the Improvements and Access Road, then the Parties or their successors agree to make such a dedication in a form acceptable to Grantsville City.

11. Running of Benefit and Burden. This Agreement shall be recorded in the Tooele County Recorder's Office. All provisions of this Agreement, including the benefit and burden hereof, shall run with the land and are binding upon and shall inure to the benefit of the successors, assigns, tenants and representatives of the Parties hereto.

12. Miscellaneous.

a. Notices and Communications. All notices, approvals and other communications provided for herein or given in connection herewith shall be validly given, made, delivered or served, if in writing, and delivered personally by facsimile, by U.S. Mail, or sent by nationally recognized overnight courier (e.g., Federal Express, Airborne, UPS), to:

To Ridgewood: Ridgewood Development
_____
_____
Attention: _____
Fax Number _____

To Walker: Steven K. Walker
_____
_____
Attention: _____
Fax Number _____

or to such other addresses as any party may from time to time designate in writing and deliver in a like manner. Notices, approvals and other communications provided for herein shall be deemed delivered upon personal delivery, confirmed facsimile transmission, three (3) business days after deposit with U.S. Postal Service, postage prepaid or 24 hours following deposit with a nationally recognized overnight courier, as herein above provided, prepaid and addressed as set forth above.

b. Attorneys' Fees. In the event any Party finds it necessary to bring any action against any other Party hereto to enforce any of the terms, covenants or conditions hereof, the Party prevailing in any such action or other proceeding shall be paid all reasonable costs and reasonable attorneys' fees by the non-prevailing Party.

c. Further Acts. Each of the Parties hereto shall execute and deliver all such documents and perform all such acts as reasonably necessary, from time to time, to carry out the matters contemplated by this Agreement.

d. No Partnership; Third Parties. It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any Party-contractor, contractor-contractor, employer-employee, partnership, or joint venture relationship between or among any or all of the Parties hereto. No term or provision of this Agreement is intended to, or shall, be for the benefit of any person, firm, organization or corporation not a Party hereto, and no such other person, firm, organization or corporation shall have any right or cause of action hereunder.

e. Entire Agreement. This Agreement (and the Exhibits attached hereto) constitutes the entire agreement between the Parties hereto pertaining to the subject matter hereof. All prior and contemporaneous agreements, representations and understandings of the Parties, oral or written, are hereby superseded and merged herein. No change or addition is to be made to this Agreement except by written amendment executed by the Parties hereto.

EXHIBIT C

Site Plan for Option 3

[Attached]

AGREEMENT

Agreement made on this 12 day of August, 2004, between Daryl Yates of Cherry Blossom Homeowners' Association, Grantsville, Utah, hereinafter referred to as Yates, and Steve Walker of _____, City of Salt Lake, State of Utah, hereinafter referred to as Walker.

The parties agree as follows:

1. Walker agrees to act as the negotiator in the explanation of actual property boundaries to Edward Watson. Walker will seek to obtain Mr. Watson's signature on a written agreement as to the property boundaries.

2. Walker agrees to extend the proposed street on the southern portion of his property, Tax ID #_____ to Cherry Blossom Lane. This includes all improvements, such as utilities, asphalt, sidewalks, etc.

3. Walker agrees to merge a portion on the west of his property, Tax ID#_____, with a portion of Cherry Grove Subdivision property to create a park and retention pond of approximately 1.8 acres. Walker will provide the leveling and grading to satisfy the retention requirement of Cherry Grove Subdivision, including landscaping, and will complete all improvements to the park.

4. Yates agrees to grant to Walker a permanent right-of-way for the proposed street mentioned in paragraph 2, which will provide additional access to Walker's property.

The parties have executed this agreement the day and year first written above.

Daryl Yates
Daryl Yates

Steve K. Walker
Steve Walker

LIMITED AGENCY CONSENT AGREEMENT

This is a legally binding contract. If not understood, consult an attorney.

Name of Buyer(s): Steve Walker Name of Seller(s): Kary Yates

Agent representing Buyer: Angela Grant Agent representing Seller: Kim Jenkins

Name of Brokerage: Choice Real Estate Services (the "Company").

The Buyer and the Seller are both presently using the services of the Company in a possible real estate transaction involving real property located at: Cherry Grove (referred to below as the "Property").

AS THE BUYER AND THE SELLER PROCEED WITH THIS TRANSACTION IT IS IMPORTANT THAT THEY EACH UNDERSTAND THEIR PROFESSIONAL RELATIONSHIP WITH THE REAL ESTATE AGENT(S) AND WITH THE COMPANY. WHAT FOLLOWS IS A BRIEF BUT VERY IMPORTANT EXPLANATION OF THE NATURE OF AGENCY RELATIONSHIPS BETWEEN THE BUYER, THE SELLER, THE COMPANY, AND THE REAL ESTATE AGENTS WORKING IN THIS TRANSACTION.

1. Principal or Branch Broker. Every real estate agent must affiliate with a real estate broker. The broker is referred to as a Principal Broker or a Branch Broker (if the brokerage has a branch office). The broker is responsible for operation of the brokerage and for the professional conduct of all agents.

2. Right of Agents to Represent Seller and/or Buyer. An agent may represent, through the brokerage, a seller who wants to sell property or a buyer who wants to buy property. On occasion, an agent will represent both seller and buyer in the same transaction. When an agent represents a seller, the agent is a "Seller's Agent"; when representing a buyer, the agent is a "Buyer's Agent"; and when representing both seller and buyer, the agent is a "Limited Agent".

3. Seller's Agent A Seller's Agent works to assist the seller in locating a buyer and in negotiating a transaction suitable to the seller's specific needs. A Seller's Agent has fudiciary duties to the seller which include loyalty, full disclosure, confidentiality, diligence, obedience, reasonable care, and holding safe monies entrusted to the agent.

4. Buyer's Agent. A Buyer's Agent works to assist the buyer in locating and negotiating the acquisition of a property suitable to that buyer's specific needs. A Buyer's Agent has the same fiduciary duties to the buyer that the Seller's Agent has to the Seller.

5. Limited Agent. A Limited Agent represents both seller and buyer in the same transaction and works to assist in negotiating a mutually acceptable transaction. A Limited Agent has fiduciary duties to both seller and buyer. However, those duties are "limited" because the agent cannot provide to both parties undivided loyalty, full confidentiality and full disclosure of all information known to the agent. For this reason, a Limited Agent must remain neutral in the representation of a seller and buyer, and may not disclose to either party information likely to weaken the bargaining position of the other; such as, the highest price the buyer will pay or the lowest price the seller will accept. A Limited Agent must, however, disclose to both parties material information known to the Limited Agent regarding a defect in the Property and/or the ability of each party to fulfill agreed upon obligations, and must disclose information given to the Limited Agent in confidence, by either party, if the failure to disclose would be a material misrepresentation regarding the Property.

6. In-House Sale. If the buyer and the seller are both represented by one or more agents in the same brokerage, that transaction is commonly referred to as an "In-House Sale". Consequently, most In-House Sales involve limited agency because seller and buyer are represented by the same brokerage.

7. Conflicts with the In-House Sale. There are conflicts associated with an In-House Sale; for example, agents affiliated with the same brokerage discuss with each other the needs of their respective buyers or sellers. Such discussions could inadvertently compromise the confidentiality of information provided to those agents. For that reason, the Company has policies designed to protect the confidentiality of discussions between agents and access to confidential client and transaction files.

8. Authorization for Limited Agency. The Seller and Buyer are advised that they are not required to accept a limited agency situation in the Company and that Buyer and Seller are each entitled to be represented by their own agent. However, it is the business practice of the Company to participate in In-House Sales. By signing this agreement, Buyer and Seller consent to a limited agency within the Company as provided below: (Initial applicable box)

[ ] **A. One Agent. The Buyer and the Seller consent to _____ (name of Agent); and the Principal/Branch Broker representing both the Buyer and the Seller as a Limited Agent as described above.**

[Y] **B. Two Agents. The Buyer and the Seller consent to Kim Jenkins (Seller's Agent); continuing to represent the Seller; and Angela Grant (Buyer's Agent); continuing to represent the Buyer; and the Principal/Branch Broker acting as a Limited Agent as described above.**

[ ] **C. All Agents. The Buyer and the Seller consent to all agents in the Company, including the Principal/Branch Broker, representing both the Seller and the Buyer as Limited Agents.**

Buyer	Date	Seller	Date
	3/27/06	Kary L Yates	3-27-06
Buyer	Date	Seller	Date

The Company by: _____
(Authorized Agent) Date

COPYRIGHT© UTAH ASSOCIATION OF REALTORS® - 1995. REVISED 4/97 - ALL RIGHTS RESERVED

AFTER RECORDING, RETURN TO:

_____

_____

_____

ROAD EASEMENT AND PARK CONSTRUCTION AGREEMENT

THIS ROAD EASEMENT AND PARK CONSTRUCTION AGREEMENT (the "Agreement") is made as of _____ __, 200__, by and between RIDGEWOOD DEVELOPMENT, ___, a _____ ("Ridgewood"), and [STEVEN K. WALKER, an individual] ("Walker"). Ridgewood and Walker, and any assign of each of the foregoing, are herein referred to as a "Party" and are collectively referred to herein as "Parties."

RECITALS

A. Ridgewood is the developer of a subdivision located in Grantsville, [Tooele] County, Utah (the "Cherry Grove Subdivision").

B. Walker is the developer of a subdivision located adjacent to the Cherry Grove Subdivision (the "Walker Subdivision").

C. Walker desires to obtain access for ingress and egress to the Walker Subdivision across the Cherry Grove Subdivision.

D. Ridgewood has the obligation to create a detention pond and/or a city park within the Cherry Grove Subdivision, in order to obtain approval for the remaining phases of the Cherry Grove Subdivision.

E. Ridgewood is willing to grant Walker an access easement, provided that Walker construct the detention pond and/or city park and comply with the other terms set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

1. Development Scenarios. Walker desires to obtain access to the Walker Subdivision across the Cherry Grove Subdivision by a perpetual non-exclusive easement to be granted by Ridgewood (the "Access Road"). The precise location of the Access Road will be established by the Parties, once Ridgewood has obtained approval from Grantsville City for the location and design of the park and/or detention pond (collectively, the "Improvements") to be constructed within the Cherry Grove Subdivision. The three potential layouts for the Access Road and Improvements are as follows:

a. Option 1. Under this scenario, Grantsville City will require the creation of a detention pond on Lot No. ___. Ridgewood will not be required to provide a park. Ridgewood will retain Lot Nos. ____ and ____. The Access Road will be located adjacent to the Improvements. A sketch of the layout for Option 1 is attached hereto as Exhibit A.

b. Option 2. Under this scenario, Grantsville City will require the creation of a park and detention pond on Lot Nos. ___ and ___. Ridgewood will retain Lot No. ___. The Access Road will be located adjacent to the Improvements. A sketch of the layout for Option 2 is attached hereto as Exhibit B.

c. Option 3. Under this scenario, Grantsville City will require the creation of a park and detention pond. The park required under this scenario will be larger than the park required under Option 2. Ridgewood will not retain any lots under this scenario. The Access Road will bisect the park. A sketch of the layout for Option 3 is attached hereto as Exhibit C.

2. Selection of a Development Option. Ridgewood desires to obtain Grantsville City approval for Option 1, which would permit Ridgewood to retain two lots and would require the least amount to be expended for the Improvements. Ridgewood will endeavor to obtain Grantsville City approval of Option 1. However, Ridgewood cannot provide Walker any assurance that Grantsville City will approve Option 1. At present, Grantsville City is demanding that Ridgewood utilize Option 3.

3. Walker's Acceptance of Construction Obligations. Walker agrees to assume the obligation to construct, at its sole cost and expense, the Improvements and the Access Road, regardless of the design option approved by Grantsville City. In that connection, Walker will pay for all bonds required by Grantsville City and will provide all warranty work required by Grantsville City after completion of the Improvements. Walker will construct the Improvements and the Access Road in accordance with plans approved by Ridgewood and Grantsville City, and in accordance with the Grantsville City ordinances. Ridgewood will retain ownership of the area on which the Improvements are constructed, and will either convey title to such Improvements to the homeowners' association for the Cherry Grove Subdivision or dedicate such Improvements to Grantsville City upon their completion by Walker.

4. Timing of Construction of Improvements. Walker agrees to post bonds for the Improvements, and to commence construction of such Improvements within thirty (30) days of receiving written notice from Ridgewood of the design approved by Grantsville City and a request to commence construction. Walker agrees to use commercially reasonable efforts to complete construction of the Improvements once construction has commenced. Walker recognizes that his failure to timely commence construction of the Improvements may delay Ridgewood's approval for the final plat(s) for the remaining phases of the Cherry Grove Subdivision. Therefore, Walker's receipt of the easement for the Access Road is contingent upon Walker's timely performance of his obligations under this Agreement.

5. Grant of Easement for the Access Road. Provided that Walker timely performs his obligations under this Agreement to install the Improvements, Ridgewood grants, conveys and warrants to Walker, for the use and benefit of the Benefited Parties (as defined below), a perpetual non-exclusive easement and right-of-way for ingress and egress by vehicular and pedestrian traffic over and across the Access Road. The precise location of the Access Road

shall be determined when Grantsville City approves the design for the Improvements and the Access Road. Such easement shall be forever appurtenant to the Walker Subdivision, for the use and benefit of the Benefited Parties, and shall run with the land and shall forever burden the Cherry Grove Subdivision, as the servient estate, and benefit the Walker Subdivision, as the dominant estate. For purposes of this Agreement, "Benefited Parties" shall include: (i) Walker and Ridgewood; (ii) all successors, transferees and assignees of any ownership interest in and to all or any portion of the Cherry Grove Subdivision and the Walker Subdivision; and (iii) all tenants, subtenants, contractors, vendors, suppliers, employees, agents, customers, guests, licensees, concessionaires and other invitees of any of the foregoing.

6. Walker's Indemnity Obligation. Walker shall defend, indemnify and hold Ridgewood, its directors, offices, shareholders, employees and agents harmless from any losses, claims or damages arising from Walker's construction of Improvements and Access Road and any liens placed on the Cherry Grove Subdivision in connection therewith.

7. Walker's Construction Contracts. Walker shall obtain lien waivers from all contractors and subcontractors performing any work on the Improvements or the Access Road, and any vendors or suppliers supplying materials for the Improvements or the Access Road.

8 Warranty of Work. All agreements entered into by Walker with contractors for construction of the Improvements or the Access Road shall contain provisions warranting that all materials and equipment furnished shall be of good quality and new, and that the Improvements and the Access Road shall be free from defects in material and workmanship, shall be free from errors or omissions, and shall strictly conform in all respects with the requirements set forth in this Agreement and the plans and specifications approved by Ridgewood and Grantsville City. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. Walker shall ensure that all contractors acknowledge their obligation to perform all warranty work, at their sole cost and expense, that may be required on the Improvements or the Access Road for a period of [one (1)] year from the date of substantial completion of the Improvements and the Access Road.

9. No Dedication. Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Improvements or Access Road to the general public or for the benefit of the general public or for any public purpose whatsoever, it being the intention of the parties that this Agreement shall be strictly limited to the purposes herein expressed.

10. Future Dedication. If at any time in the future, Grantsville City shall agree to accept a dedication of the Improvements and Access Road, then the Parties or their successors agree to make such a dedication in a form acceptable to Grantsville City.

11. Running of Benefit and Burden. This Agreement shall be recorded in the Tooele County Recorder's Office. All provisions of this Agreement, including the benefit and burden hereof, shall run with the land and are binding upon and shall inure to the benefit of the successors, assigns, tenants and representatives of the Parties hereto.

12. Miscellaneous.

a. Notices and Communications. All notices, approvals and other communications provided for herein or given in connection herewith shall be validly given, made, delivered or served, if in writing, and delivered personally by facsimile, by U.S. Mail, or sent by nationally recognized overnight courier (e.g., Federal Express, Airborne, UPS), to:

To Ridgewood: Ridgewood Development
_____
_____
Attention: _____
Fax Number _____

To Walker: Steven K. Walker
_____
_____
Attention: _____
Fax Number _____

or to such other addresses as any party may from time to time designate in writing and deliver in a like manner. Notices, approvals and other communications provided for herein shall be deemed delivered upon personal delivery, confirmed facsimile transmission, three (3) business days after deposit with U.S. Postal Service, postage prepaid or 24 hours following deposit with a nationally recognized overnight courier, as herein above provided, prepaid and addressed as set forth above.

b. Attorneys' Fees. In the event any Party finds it necessary to bring any action against any other Party hereto to enforce any of the terms, covenants or conditions hereof, the Party prevailing in any such action or other proceeding shall be paid all reasonable costs and reasonable attorneys' fees by the non-prevailing Party.

c. Further Acts. Each of the Parties hereto shall execute and deliver all such documents and perform all such acts as reasonably necessary, from time to time, to carry out the matters contemplated by this Agreement.

d. No Partnership; Third Parties. It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any Party-contractor, contractor-contractor, employer-employee, partnership, or joint venture relationship between or among any or all of the Parties hereto. No term or provision of this Agreement is intended to, or shall, be for the benefit of any person, firm, organization or corporation not a Party hereto, and no such other person, firm, organization or corporation shall have any right or cause of action hereunder.

e. Entire Agreement. This Agreement (and the Exhibits attached hereto) constitutes the entire agreement between the Parties hereto pertaining to the subject matter hereof. All prior and contemporaneous agreements, representations and understandings of the Parties, oral or written, are hereby superseded and merged herein. No change or addition is to be made to this Agreement except by written amendment executed by the Parties hereto.

f. Good Standing; Authority. The Parties hereby represent and warrant to one another as follows: (i) each of the Parties is duly formed and validly existing under the laws of its state of organization and is qualified to do business in the State of Utah; and (ii) the individuals executing this Agreement on behalf of the respective Parties are authorized and empowered to bind the Party on whose behalf each such individual is signing.

g. Governing Law. This Agreement is entered into in Utah and shall be construed and interpreted under the laws of the State of Utah.

h. Severability. If any provision of this Agreement is declared void or unenforceable, such provision shall be severed from this Agreement.

i. Successors and Assigns. This Agreement shall bind the successors and assigns of a Party. An assignment shall not release a Party from its obligations hereunder unless such release is expressly agreed to by the other Party in writing.

j. Counterparts. This Agreement may be executed by facsimile and in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The signature pages from one or more counterparts may be removed from such counterparts and such signature pages all attached to a single instrument so that the signatures of all Parties may be physically attached to a single document.

[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

RIDGEWOOD DEVELOPMENT, ___

By:_____
Name:_____
Its:_____

STATE OF UTAH)
:ss.
COUNTY OF _____)

The foregoing Road Easement and Park Construction Agreement was acknowledged before me this ____ day of _____, 200__, by _____ _____, the _____ of RIDGEWOOD DEVELOPMENT, ___, a _____ _____, who signed on behalf of said company.

_____
NOTARY PUBLIC

_____
Steven K. Walker, an individual

STATE OF UTAH)
:ss.
COUNTY OF SALT LAKE)

The foregoing Road Easement and Park Construction Agreement was acknowledged before me this ____ day of _____, 200__, by Steven K. Walker, an individual.

_____
NOTARY PUBLIC

EXHIBIT A

Site Plan for Option 1

[Attached]

EXHIBIT B

Site Plan for Option 2

[Attached]

EXHIBIT C

Site Plan for Option 3

[Attached]

July 21, 2004

Grantsville City
Attn: Shawna Kertamus

Re: Cherry Grove Subdivision

To Whom It May Concern:

I am writing on behalf of Cherry Grove Homeowners' Association. There has been a plan for a park and retention pond as part of the Cherry Grove Subdivision, and I believe that the park will be an asset to the community. However, I am writing to propose what I feel to be a better plan for the creation of the park and retention pond.

I have had numerous discussions with Steve Walker, owner of the property directly east of the northern portion of Cherry Grove Subdivision. In our discussions, we have reached an agreement that will change the plans for the park and retention pond. An east-west road is planned for the southern portion of Mr. Walker's property. Mr. Walker has agreed to bring this road to Cherry Blossom Lane. A portion of this road would cross the currently planned park. To rectify this, a portion of Mr. Walker's land will be merged with Cherry Grove Subdivision so that it creates an approximately 1.8 acre retention pond and park that covers a portion of both pieces of property. The park and retention pond will be fully landscaped and improved and will be turned over to Grantsville city for use as a city park.

The land in the second phase, which will be south of the newly proposed road, is currently designated for use as part of the park. Due to the new proposal of the street and the addition of a portion of Mr. Walker's land for designation as park land, I request that the land south of the proposed road be re-designated for use in the second phase as building lots. With the new proposal for the park and retention pond, this land is no longer needed to meet the open space requirements of the subdivision.

Please feel free to contact me with any questions or concerns.

Sincerely,

Daryl Yates
President

March 12, 2007

To Whom It May Concern:

When we started the task of Cherry Grove subdivision we were required to put in a new intersection, which required us to purchase a piece of land and widen the highway and asphalt the road. We also were required to straighten the alignment of the new West Main by purchasing a lot from Little Reno Estates re-plating the lot and giving up a corner of the lot. This should have been taken care of by Little Reno Estates while they were in the process of acquiring their concept process. This was forgotten by the city, and then they decided to require Cherry Grove to fix the situation. Cherry Street was also a mess due to property lines that interfered with the width of the road, so we were required to purchase more property and then re-plat the Cherry Street right-of-way, which was off site. The city also wanted us to donate land for a park, so 2 lots were given up to make the park; which the city didn't want for themselves but was to be maintained by a home owners association. All this had to be completely taken care of before we were to receive concept for the project.

In August 2004 we were asked by Steve Walker to adjust land for a right-of-way for Apple Street, which would connect his subdivision with Cherry Grove subdivision. This road would go through the middle of the planned park in exchange for a spilt venture; which meant that Steve would give up some land on his side for some of the park and we would give up the area of our retention basin for the other half. This would allow us to gain our two lots back that were given up for the park. Steve Walker would then put the park in and fix the retention basin in exchange for the right-of-way of Apple

Street. We signed an agreement which was presented in a P & Z meeting by Steve Walker in August 2004. Nothing else was said to us about the park

We finally got Phase 1, which included 16 lots and the park to final plat at which time the housing market fell. We also had Phase 2 with preliminary plat at the same time, with water rights for the entire 71 lots, but under the crunch decided to wait and see how quickly Phase 1 sold out. This took a long time. We had to get a couple of extensions on Phase 2 because the market was still at a stand still. Finally, in 2006 the Bell's came to us and wanted to purchase the rest of the subdivision, they wanted the lots to be papered at purchase, which we agreed to.

The Bell's signed an agreement to purchase Phase 2, the commercial property, Phase 3 and Phase 4, in April 2006. We then started to help them get all of the property they were purchasing approved through the city and papered. We found out at this time that things had changed with the park and Apple Street. At some point the city had decided that Steve didn't need to have a park which voided the agreement that we had with him. This changed the situation without our knowledge. The city gave Steve his building permit and then decided that they would have to require the right- of-way in our approval process, which this piece of land was already platted and was no longer a part of the deal. We were not aware that anything had changed with Steve doing the park and putting Apple Street in until we started to help the Bell's move things through to get final plat for Phase 2. In the meeting we were told that the park had to be finished or the road had to go in and that it was our responsibility to do it with Steve. My feeling is that is was a totally separate issue and should not be required for the rest of the other phases. I tried to get it out of the deal for Phases 3 and 4 in the last few meetings, but I was not forceful

enough and I was lacking knowledge of the rules and needed to get this approved because of the time frame with the Bell's. I found out that the city is insisting we give the right-of-way for Apple Street before they will give us final plat approval on Phases 3 and 4. The city insisted on Wednesday, March 7, 2007 that we start the amendment process to give the right-of-way up. The deadline for our information was supposed to be in on that day in order for us to get on the next available P and Z meeting. I called Shauna at the city to find out what was going on with the deal and she agreed that I should not have to put the right-of-way in this deal and that it should be a separate issue with us, the Walker's and the city and that I should get a lawyer to help me stand up to the city.

The most important thing here is to get the Apple Street right-of- way to not be an issue with the approval process for the 3rd and 4th phase. This needs to be a separate process with Steve, the city and us. We also found out when we were going through the negotiations with the Bell's that we no longer had water to go with the lots in these 2 phases. This has also caused some problems with the sale of the property. We feel that if we give the city, or Steve, Apple Street we should be compensated with the water that we were given at the beginning for the rest of Cherry Subdivision.

CONDITIONS & CONCLUSIONS

Conditions:

1. The basin is to be maintained and kept in working condition until the basin has been accepted by the City.
2. The basin shall be turned over to the City in the condition as its original intent to use.
3. The basin will be inspected and ensure that it is up to code standards before the City will accept the basin. If for any reason that the basin does not meet code the applicant has agreed to bring the basin up to code standards before the City will accept the basin.

AGENDA ITEM #9

Discussion of the proposed amendment to the Grantsville City Land Use and Management Code Chapter 13 (Zoning District Establishment) to include the Mixed Use District, as outlined in Chapter 19a.

Planning and Zoning
336 W. Main St.
Grantsville, UT 84029
Phone: (435) 884-1674

Staff Report Summary for Amendment of Chapter 13 Zoning Districts

Applicant Name: Grantsville City
Request: Amendment of Chapter 13 Zoning Districts
Prepared By: Shelby Moore

Meeting Date: July 18th, 2024
Public Hearing Date: July 18th, 2024

Planning Staff Explanation and Recommendation: Consideration for Amendment of Chapter 13 Zoning Districts. This chapter was not update when the MU District was established.

GLUDMC Chapter 13 Zoning District Establishment
Proposed Amendment

~~Red Strike Through~~ = To Remove
Green Underline = Added Text

13.1 Establishment Of Zoning Districts

(1) For the purposes of this Code the territory of Grantsville City which has adopted this Code is divided into one or more of the following listed zoning districts as shown on the attached zoning maps.

Agriculture District, ...A (Chapter 14)

Rural Residential District, ...RR-5 (Chapter 14)

Rural Residential District, ...RR-2.5 (Chapter 14)

Rural Residential District, ...RR-1 (Chapter 14)

Residential District, ...R-1-21 (Chapter 15)

Residential District, ...R-1 -12 (Chapter 15)

Residential District, ...R-1 -8 (Chapter 15)

Multiple Residential District, ...RM-7 (Chapter 15)

Multiple Residential District, ...RM-15 (Chapter 15)

Multiple Residential District, ...RM-30 (Repealed)

Neighborhood Commercial District, ...C-N (Chapter 16)

Shopping Commercial District, ...C-S (Chapter 16)

General Commercial District, ...C-G (Chapter 16)

Commercial Development District, ...C-D (Chapter 16)

Light Manufacturing and Distribution District, ….....M-D (Chapter 16)

General Manufacturing District, ...M-G (Chapter 16)

Downtown Commercial District, ...D-1 (Chapter 17)

Downtown Commercial District, ...D-2(Chapter 17)

Downtown Redevelopment Area District, ...DRA (Chapter 18)

Sensitive Area District, ...S-A (Chapter 19)

Mixed Use District, ...M-U (Chapter 19a)

Amended 09/05 by Ordinance 2005-16B

13.2 Filing Of Code And Map

This Code and map or maps shall be filed in the custody of the City Recorder of Grantsville City and may be examined by the public subject to the reasonable regulations established by said City Recorder.

13.3 Rules For Locating Boundaries

1. Where uncertainty exists as to the boundary of any district, the following rules shall apply:
    1. Wherever the district boundary is indicated as being approximately upon the centerline of a street, alley, or block, or along a property line, then, unless otherwise definitely indicated on the map, the centerline of such street, alley, block, or such property line shall be construed to be the boundary of such district.
    2. Whenever such boundary line of such district is indicated as being approximately at the line of any river, irrigation canal or other waterway, or railroad right-of-way, or public park or other public land, or any section line, then in such case the center of such river or stream, canal or waterway, or of such railroad right-of-way, or the boundary line of such public land or such section line shall be deemed to be the boundary of such district.
    3. Where such district boundary lines cannot be determined by the above rules, their location may be found by the use of the scale appearing upon the map.
    4. Where the application of the above rules does not clarify the district boundary location, the Planning Commission shall interpret the map.

13.4 Authorized Uses Within Districts Are Plenary

The uses of land allowed in each district shall be plenary and uses of land not specifically allowed as set forth therein shall be prohibited in the respective district.

13.5 Additional Requirements In Each District

In addition to the requirements imposed within each district, the requirements contained in each of the various chapters and sections of this code may apply. (Chapters 1, 3, 5, 6, 7, 8, 9, and 11 are applicable in all districts) Requirements of Chapters 4, 7, 10, 12, 14, 15, 16, 17, 18, 19, and 19a, also may be applicable in any or each of the other districts. The applicability of overlay districts shall be evidenced by notation on the zoning map.

13.6 Zoning At Time Of Annexation

(1) The City Council upon recommendation of the Planning Commission may assign a zoning designation to territory annexed to Grantsville City at the time the territory is annexed. (2) If Grantsville City's zoning ordinance does not designate a zone for the territory to be annexed to the City, or if the City Council does not assign a zone to territory at the time it is annexed, the territory annexed shall be zoned according to the zone with which it has the longest common boundary.

RECOMMENDATION

Recommendation:

Chapter 13 needs to be amended to include chapter 19a MU Zoning District.

AGENDA ITEM #10

Discussion of the proposed amendment to the Grantsville City Land Use and Management Code Section 21.2.11 (Subdivision Regulations – Determination of Appropriate Process) to reference the correct Utah State Code.

Planning and Zoning
336 W. Main St.
Grantsville, UT 84029
Phone: (435) 884-1674

Staff Report Summary for Amendment of Chapter 21.2.11

Applicant Name: Grantsville City
Request: Amendment of Chapter 21.2.11
Prepared By: Shelby Moore

Meeting Date: July 18th, 2024
Public Hearing Date: July 18th, 2024

Planning Staff Explanation and Recommendation: Consideration for Amendment of Chapter 21.2.11 Determination of Appropriate Process.

GLUDMC Chapter 21 Subdivision Regulations
Proposed Amendments

~~Red Strike Through~~ = To Remove
Green Underline = Added Text

21.2.11 Determination Of Appropriate Process

In recognition that not all land use actions are of the same magnitude and therefore may not require the same level of detail for consideration, Grantsville City has provided multiple application processes. For this purpose, the application processes have been organized as level with each level requiring greater detail and additional steps for consideration and approval. The applicant shall choose the application process that best fits their proposed land use action:

Development process Levels 1 through 4 are only applicable for use with single use residential development applications as defined in GLUDMC Chapter 2, Definitions, and shall meet all requirements of Utah Code Ann. 10-9a-604.1 (2023) and Utah Code Ann. 10-9a-604.2 (2023).

1. Level 1 - Single Lot Development: The purpose of this process is to convert an undeveloped parcel into a legal zoning lot. The applicant shall submit an application meeting the requirements for the Single Lot Development as described in Chapter 24 of the Grantsville Land Use Development and Management Code. The City staff is authorized by the City Council to approve the application.
2. Level 2 - Minor Subdivision: The purpose of this process is to divide property into up to 4 lots with all lots fronting an existing street containing the necessary utilities to serve the proposed lots. By utilizing this process, the applicant agrees to make the required improvements to bring the street frontage up to code and is not asking for any waivers or exceptions.
    a. The applicant will not be required to complete improvements that are greater than the greatest level of improvements found on an adjacent parcel or lot unless:
        i. There is a compelling reason affecting the Health, Safety or Welfare of the public; or

ii. An adjacent property is currently in an application process which will increase the level of improvement to the street, or
iii. The City has a current project that is increasing the level of improvement to the street.

b. Level 2: Minor Subdivisions shall not be required to provide open space or fee in lieu for open space but shall be assessed the applicable park impact fee with each building permit.
c. The Application for a Level 2 Minor Subdivision shall include the information and documents found on the Minor Subdivision Checklist that is attached to the Minor Subdivision Application that shall be provided by the City upon request. The Minor Subdivision requirements found on the Minor Subdivisions Checklist and subsequent amendments to the checklist have been approved by the Grantsville City Council by resolution.
d. If no street improvements are required beyond additional utility service laterals, the only engineered drawings required will be:
    i. A record of survey, and
    ii. A plat. Depicting the lots, together with individual metes and bounds legal descriptions for each lot, and the overall boundary description for the subdivision, and
    iii. A site drawing showing the proposed locations of proposed utility service laterals and any required surface improvements, with finish grade elevations as appropriate and specifically referencing each of the appropriate City standard details that are necessary for the work.
e. If upon review, the City staff finds:
    i. That application to be complete, and
    ii. Meets the intent of the General Plan, and
    iii. Fully complies with the City zoning and land use ordinances, and
    iv. The existing public infrastructure along with the proposed improvements are adequate to serve the project and protect the health, safety and welfare of the public.
f. Then, the City staff is authorized by the City Council to approve the application.
g. If the application is found deficient in meeting the requirements in clause 5 (a-d), the City staff shall inform the applicant of the discrepancies; and allows the applicant to choose to modify the application to bring the application into compliance, or to withdraw the application and submit a new application under the applicable level of process.
h. If the applicant chooses to withdraw the application due to an incorrect fit with the requirements of the Level 2 Minor Subdivision and submit a new application under the appropriate process level, the fees paid for the original application shall be credited toward the new application fees.
i. The Level 2 Minor Subdivision process may only be used once to divide a parcel. Subsequent applications to divide the property shall utilize the Level 3 or Level 4 process. If the lot to be divided is part of a platted subdivision, the subdivision amendment process found in Section 21.8 of this Chapter is the appropriate application.
j. The Minor Subdivision property owner may construct the required utility service connections with each building permit unless the required improvements include extension of pavement, curb and gutter, and/or sidewalk along the frontage of the properties. Where surface improvements are required and in order to keep the surface improvements consistent, all improvements to the property frontages of each lot shall be

completed by the property owners under the first building permit issued for any lot in the Minor Subdivision.

k. After approval, and in accordance with Utah State Code 19-9a-605(3)(a), documents shall be recorded in the County Recorder's office that divide property by a metes and bounds description with the required certificate of written approval from Grantsville City attached. ~~19-91-605(3)(a), documents dividing property by a metes and bounds description, including the required certificate of written approval from Grantsville City attached, shall be recorded in the County Recorder's.~~

3. Level 3 - Subdivision 4 lots or less: The purpose of this process is to divide property into 4 lots or less where dedication of additional utilities or public improvements are required to serve the property. The applicant shall submit an application which meets the requirements for a final plat subdivision process as described in Section 21.2.8, 21.2.9 and 21.4.7 of this Chapter. A public hearing shall be held in a public Planning Commission meeting to fulfill the State requirements. Approval of the Level 3 application shall occur with Planning Commission.
    a. Level 3 Subdivisions of four lots or less shall not be required to provide physical open space or fee in lieu for open space but shall be assessed the applicable park impact fee with each building permit.
4. Level 4 - Subdivision 5 lots or greater: The purpose of this process is to divide property into 5 or more lots or any division of property that requires dedication of offsite utilities or public improvements. The applicant shall submit an application meeting the requirements for a preliminary plan as described in Section 21.2.7 and 21.4.5 of this Chapter. Once the Preliminary Application has been approved by the Planning Commission, the applicant can then move forward with submittal of an application for a Final Plat process as described in Section 21.2.8, 21.2.9 and 21.4.7 of this Chapter. The Final Plat shall be approved by the Planning Commission. The Applicant may be required to submit an application for a Planned Unit Development prior to submission of a Preliminary Application if the proposed project meets any of the criteria found in Section 21.5.
5. Level 5 - Subdivisions: The purpose of this process is to allow for the division of property as necessary for land uses other than those residential uses defined as single use residential development. These uses may include but are not limited to commercial, industrial, institutional, multifamily residential, residential projects with a mix of types of residential uses, and mixed use projects. The applicant shall submit an application which meets the requirements for a preliminary plan as described in Section 21.2.7 and 21.4.5 of this Chapter. Once the Preliminary Application has been approved by staff, Planning Commission and the City Council, in that order, the applicant can then move forward with submittal of an application for a final plat process as described in Section 21.2.8, 21.2.9 and 21.4.7 of this Chapter. The Final Plat shall be considered for recommendation by the Planning Commission and approved by the City Council.
    a. Specific phases of a Level 5 Final Plat may qualify as, and be subject to Level 4 Final Plat requirements, if the specific phase application contains only residential uses that meet the definition of single use residential development as defined in GLUDMC Chapter 2 Definitions.

RECOMMENDATION

Recommendation: This Chapter needs to be amended to reflect the correct state code ordinance and determine the correct process for recording documents.

AGENDA ITEM #11

Consideration of the proposed adoption of the West Bank and Northwest Area Master Development Plan and Capital Facilities Plan.

Community & Economic Development
336 W. Main St.
Grantsville, UT 84029
Phone: (435) 884-1674

West Bank Master Plan

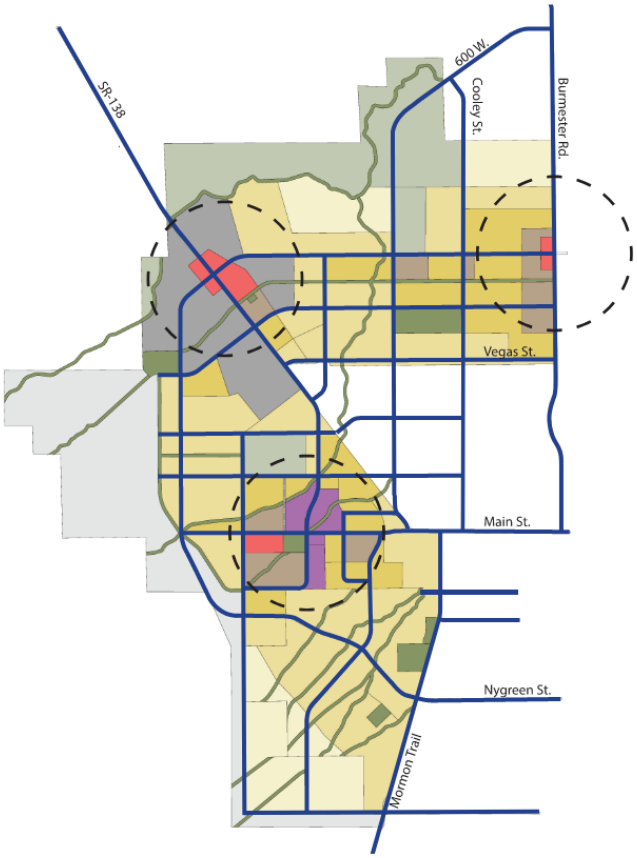
Staff Report Summary and Recommendation for the West Bank & Northwest Area Master Development Plan & Capital Facilities Plan

Meeting Date: July 18, 2024
Public Hearing Date: June 20th, 2024

Applicant Name: Grantsville City
Prepared By: Shay Stark (Contract City Planner), and Robert Rousselle (Contract City Engineer)

Planning Staff Recommendation:

SITE VICINITY MAP



PLANNING STAFF ANALYSIS AND COMMENTS

Background:

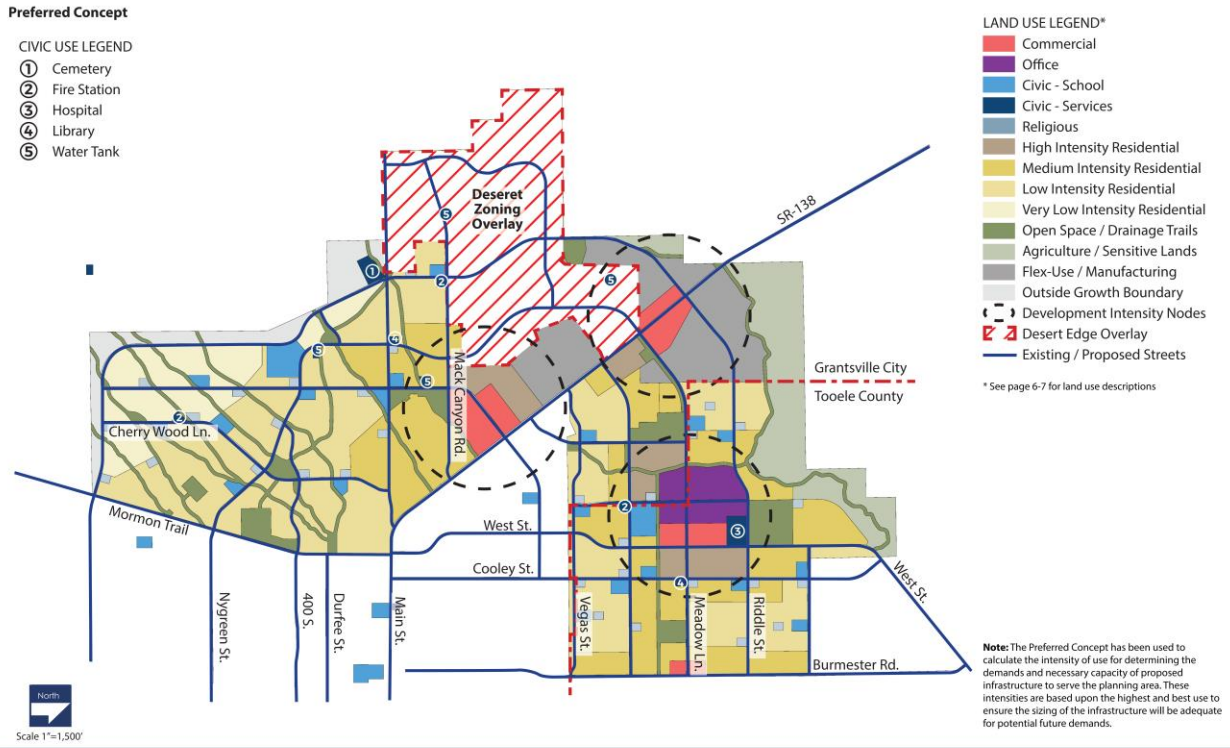
"The purpose of the West Bank and North West Area Master Plan and Capital Facilities Plan is to establish a community vision and sustainable plan for the future growth of the City in this study area. The development time horizon of this plan is greater than 30 years for full build-out of the study area… This study area incorporates approximately 10,600 acres west of SR-138 and Mormon Trail and area north of Vegas Street. The emphasis of this plan was to create a cohesive development pattern for future growth to follow, establishing a sustainable path forward."

The document consists of six sections which include Existing Conditions, Master Development Plan Process, Alternative Options, Community Engagement, Preferred Plan, and Capital Facilities Plan.

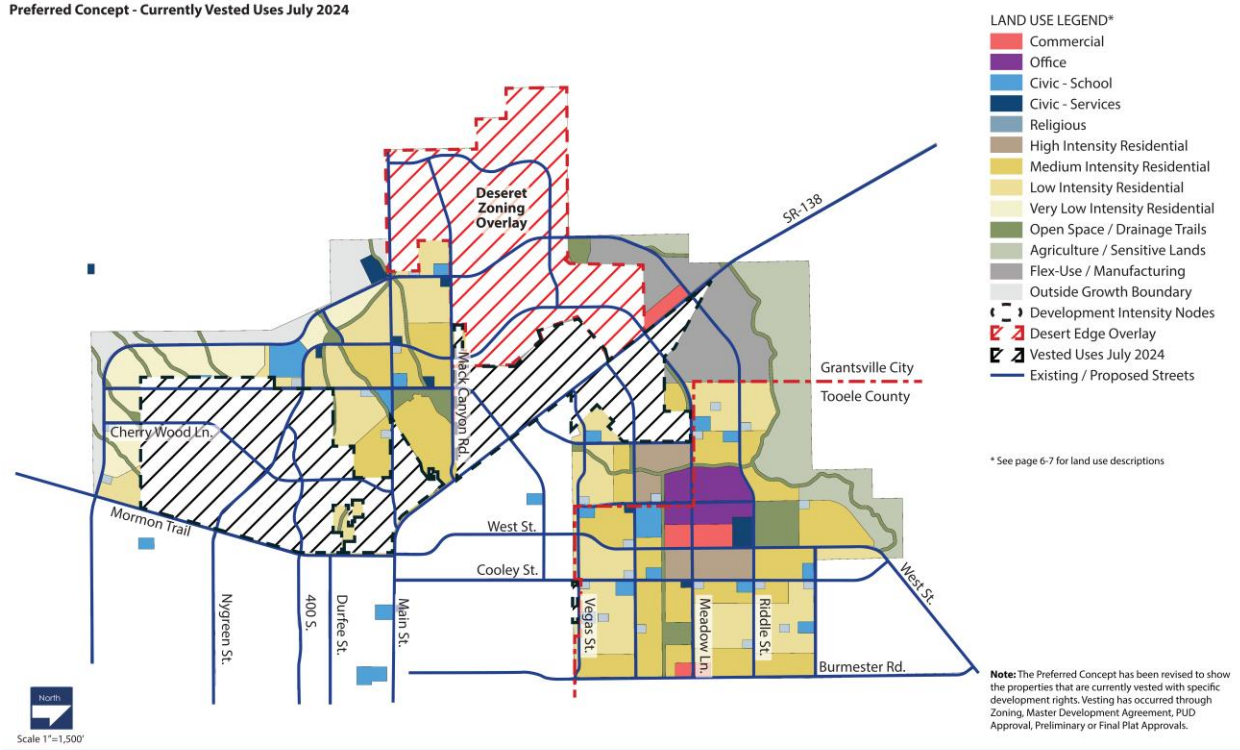
City Staff have been working with PSOMAS and Jones & DeMille Engineering for almost two years. It has been presented and discussed at several public meetings with the Planning Commission and the City Council. The West Bank Master Plan bid was awarded to PSOMAS at the City Council meeting on July 20, 2022. A progress review was given at the Planning Commission meeting on February 16, 2023. It was discussed at the March 16, 2023 Planning Commission meeting, followed by work meetings held with the Planning Commission on April 25, 2023 and both the Planning Commission and City Council on September 27, 2023. Further discussion was held with the Planning Commission on October 5, 2023 and November 2, 2023. It has been revised several times based on feedback from the public, staff, Commission members, and Council members. The plan was created based on, "sustainable best practices, UDOT and UTA plans, and the City's updated Transportation Master Plan."

Ultimately the West Bank and North West Area Master Plan and Capital Facilities Plan is a guidance document which the City has been using with developers to establish required infrastructure improvements along with future planning.

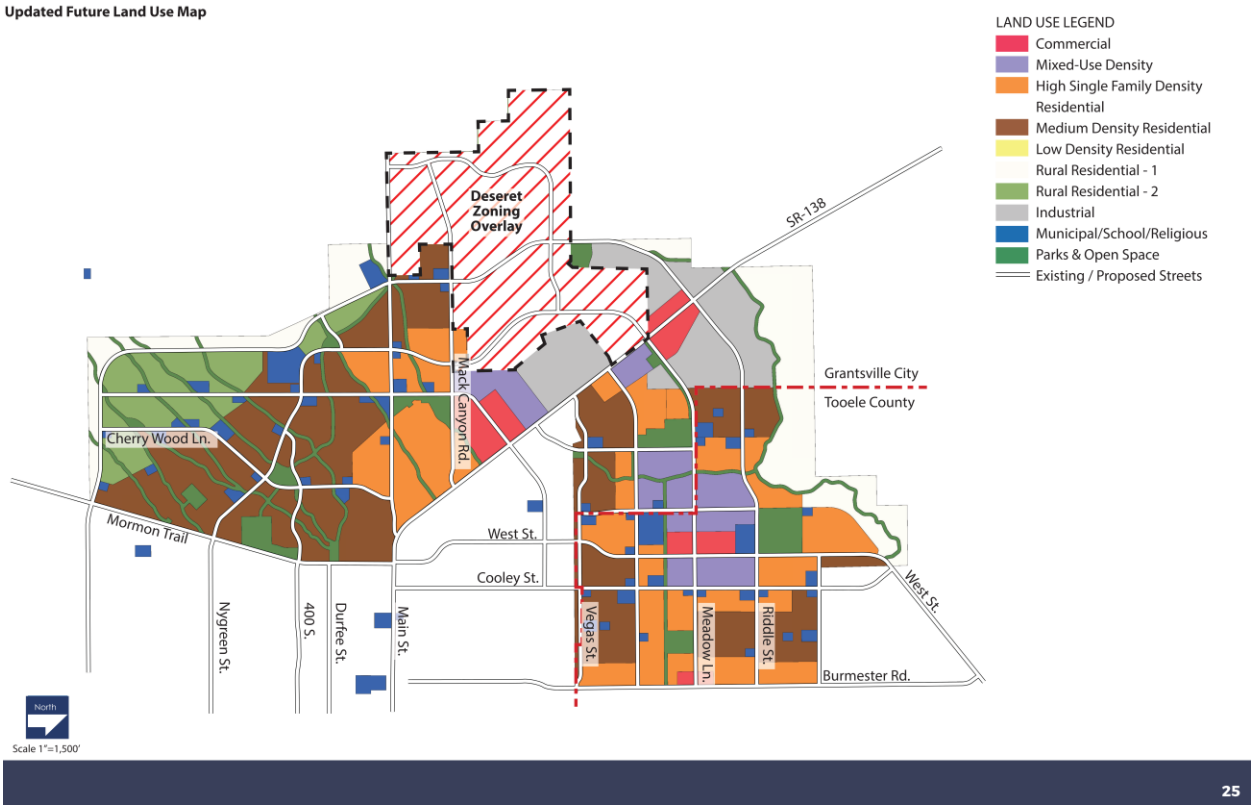
PREFERRED CONCEPT PLAN



PREFERRED CONCEPT CURRENTLY VESTED USES JULY 2024



FUTURE LAND USE MAP



Planning Commission Comments and Revisions from June 20th, 2024 Planning Commission Meeting:

Comment: Planning Commission desires the plan to only reflect the use that is proposed by the City's zoning.

Response/Revision: The land use designations shown on Page 6 and 7 were revised to reflect use matching City's zoning. Please read the language carefully as some of the residential use descriptions do state that they are used to support neighboring commercial uses. This does not mean that commercial is allowed in the zone but that it is appropriate to have the higher density residential next to commercial zones. This reflects what is shown on the Future Land Use Map and the Current Zoning Map.

Comment: The Preferred Concept doesn't match City zoning or future land use, Page 23.

Response/Revision: A note has been added to the Preferred Concept Plan on Page 23 noting the following, "The Preferred Concept has been used to calculate the intensity of use for determining the demands and necessary capacity of proposed infrastructure to serve the planning area. These intensities are based upon the highest and best use to ensure the sizing of the infrastructure will be adequate for potential future demands."

Comment: The figures don't show vested properties.

Response/Revision: Reviewing the vested properties approximately 40% are vested. A figure was added to Page 24 showing the Preferred Concept Currently Vested Uses July 2024. The following note was also added to this figure, "The Preferred Concept has been revised to show the properties that are currently vested with specific development rights. Vesting has occurred through Zoning, Master Development Agreement, PUD Approval, Preliminary or Final Plat Approvals."

Staff Comment: We have also included the City Boundary on the figures so it is clear what portion of the planning area is in the City and what is in the County and thus has no vesting with this plan.

CONCLUSIONS & RECOMMENDATION

Project Benefits to the City and the Project Residents:

- Provides a guidance document for future planning efforts in the area.
- This document is already being used by City Staff and developers in discussions about infrastructure improvements.
-

Mitigation Efforts:

- Currently Not Applicable
-
-

Conditions of Approval:

- Currently Not Applicable
-
-

Recommendation:

The power of the West Bank Master Plan is that it provides the necessary supporting documentation for the City to direct the sizing and location of infrastructure in the West Bank area with attribution of proportionate shares to each property so that Developers can be responsible for the impact of their development on the City networks and systems.

As stated in the last paragraph of the background description, this document is a guidance document, and it should be approved as such. It is recommended that once the Planning Commission and City Council are comfortable with the document that it be approved as a guidance document and that at such time as the suggested changes to the Future Land Use Map in the General Plan are executed, that careful consideration be taken to determine which portions of the Future Land Use Map in the West Bank Master Plan are adopted excluding areas outside of the current City boundary, and areas that may conflict with currently vested properties or may conflict with the intention of the General Plan to preserve the agricultural and rural nature of the area to the east of Old Lincoln Highway and Clark Street.

It is also recommended to adopt the Capital Facilities Planning Section of the West Bank Master Plan. This data has been incorporated as applicable into the amended Capital Facilities Plan to ensure that adequate infrastructure is constructed to address future growth in the West Bank Area.

GRANTSVILLE
INCORPORATED 1867

WEST BANK & NORTHWEST AREA MASTER DEVELOPMENT PLAN & CAPITAL FACILITIES PLAN



PSOMAS

WCG
WALL CONSULTANT GROUP

Jones & DeMille Engineering

JULY 2024

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ACKNOWLEDGMENTS

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Shane Watson
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Jolene Jenkins
Scott Bevan
Rhett Butler (current)
Jeff Williams (current)
Heidi Hammond (current)
Darrin Rowberry (former)
Jeff Hutchins (former)
Jewel Allen (former)

City Staff

Jesse Wilson
Dan England (former)
Cavett Eaton

City Residents:

Abigail Hogan
Alisha Hagey
Brittany Coggle
Carly Sayer
Dana Lee
Dana Solomon
Eric Johnsen
Jaymie Nelson
Jennifer Orrden

City Residents Continued:

Kris Loertscher
Laurie Hurst
Mandy Dimick
Mark Gilbert
Mikayla Dalley
Norma Allred
Savannah Phillips
Thomas Farley
Traci Graft
Truxton Moulton
Tyler Baxter
Kerry Pinkham

Large Property Owners:

Christopher Robinson
Guy Haskel
Paul Linford
Paul Watson
Ryan Anderton
Shaun Johnson
Skylar Tolbert
Travis Taylor

Other Interested Parties:

Robert Stewart – UDOT
Grants Farnsworth – UDOT
Rachelle Custer – Tooele Co.
Trish DuClos –Tooele Co.

PROJECT TEAM

Psomas

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Ty Koppenhafer
Ricky Anderson
David Aust

Atlas Technical Consultants

Robert Miller

SPECIAL THANKS

Survey and Public Engagement Participants

Thank you to all the residents, workers, property owners, and employers that participated with the interviews, interactive map, and surveys. We appreciate the feedback and have incorporated it into all aspects of this project.

01

EXISTING CONDITIONS

“I like that it’s a small community, yet you have access to almost every store you could possibly need ”

- SURVEY PARTICIPANT

Executive Summary

The purpose of the West Bank and North West Area *Master Plan and Capital Facilities Plan* is to establish a community vision and sustainable plan for the future growth of the City in this study area. The development time horizon of this plan is greater than 30 years for full build-out of the study area. This time horizon is based on the data gathered for the Grantsville General Plan, Tooele County 2022 General Plan and the Kem C. Gardner Population Projections for Tooele County as a whole [*gardner.utah.edu/demographics/population-projections/*].

This document is organized into six sections which help the City, its residents, and the development community better understand the process and inputs used to craft this plan. These sections include Existing Conditions, Master Development Plan Process, Alternative Options, Community Engagement, Preferred Plan, and Capital Facilities Plan.

Throughout the process of this Master Development (MDP) and Capital Facilities Plan (CFP) it became apparent that the prevailing sentiment of the various community stakeholders was to preserve and enhance the historic culture, open space, and natural resources of Grantsville, while establishing a guiding development pattern which maintains the character of the City. This study area incorporates approximately 10,600 acres west of SR-138 and Mormon Trail and area north of Vegas Street. The emphasis of this plan was to create a cohesive development pattern for future growth to follow. Land use and transportation patterns were created by focusing on the public feedback received, sustainable best practices, UDOT and UTA plans, and the City's updated Transportation Master Plan.

This MDP reviews existing conditions and studies and analyzes that information with collected data from public engagement and other sources to establish community-centric sustainable growth practices. Best practices and emerging trends are also outlined in the Preferred Plan section.

Existing Plans & Codes

Several City studies and documents have been completed that impact this area of Grantsville. The project team reviewed a variety of these studies and other data to understand the vision, needs, and desires of City residents. Those existing studies and plans for the focus area were reviewed and synthesized as follows:

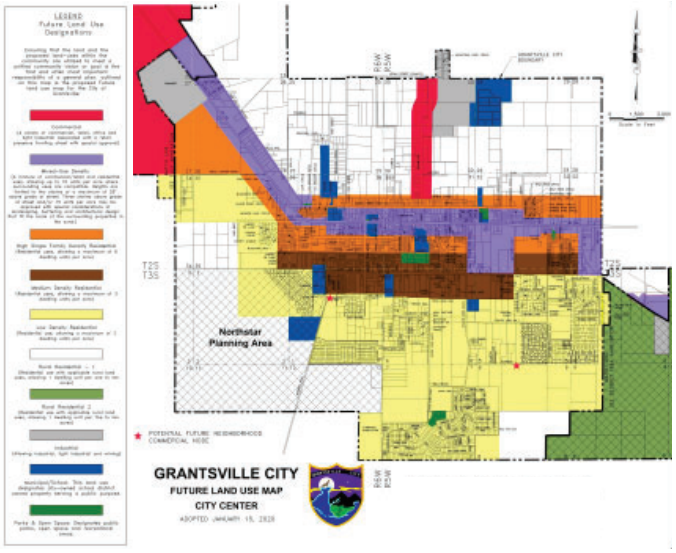
Grantsville General Plan (2019)

The Grantsville General Plan update was completed in 2019. The plan focuses on the land use, community design, economic development, transportation, housing, recreation and open space, and infrastructure and public facilities elements. This plan's guiding vision is for Grantsville to be "a community that preserves values and provides an improved quality of life for residents." The core values of the plan are:

- Retain the feel and atmosphere of a small community
- Offer an increased quality of life for residents, regardless of age or socioeconomic status
- Attract and retain necessary amenities or services to encourage residents to shop locally
- Support development of the local tax base
- Provide affordable housing options that meet local needs and local socioeconomic characteristics for residents
- Support business development for local employment opportunities

Grantsville City Future Land Use Map (2020)

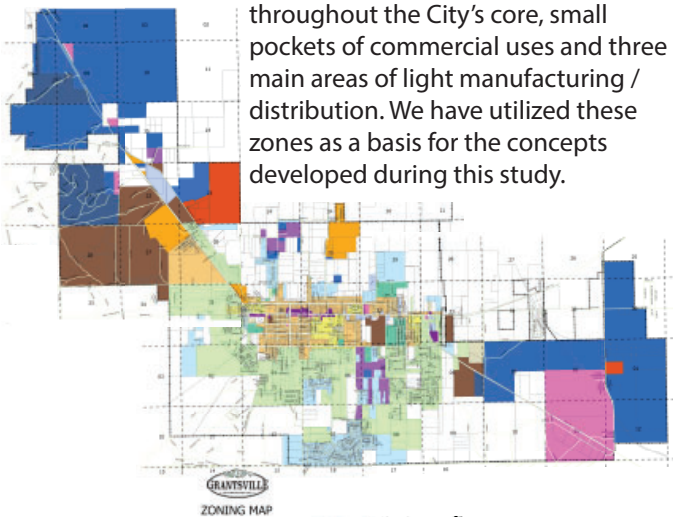
The existing future land use map shows a band of mixed-use development along Main Street and SR-138 with bands of high (6 dwelling units / acre), medium (3 dwelling units / acre), and low density residential (2 dwelling units / acre) decreasing in intensity as it moves out from the mixed-use designation. There is a commercial band along Burmester Rd and a large area of commercial north and west of the Walmart distribution center. See the map below for more detail.



See *https://tinyurl.com/yeewh7x4* for future land use map.

Grantsville Zoning Map

The Zoning Map adds increased detail to the various land uses, with significant areas of general manufacturing on the north and east of the City, a range of residential uses throughout the City's core, small pockets of commercial uses and three main areas of light manufacturing / distribution. We have utilized these zones as a basis for the concepts developed during this study.

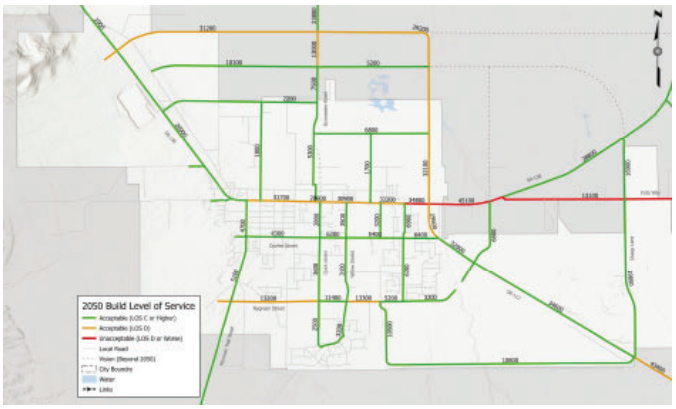


See https://tinyurl.com/47vn8e4z for the zoning maps.

Grantsville Transportation Master Plan (TMP)

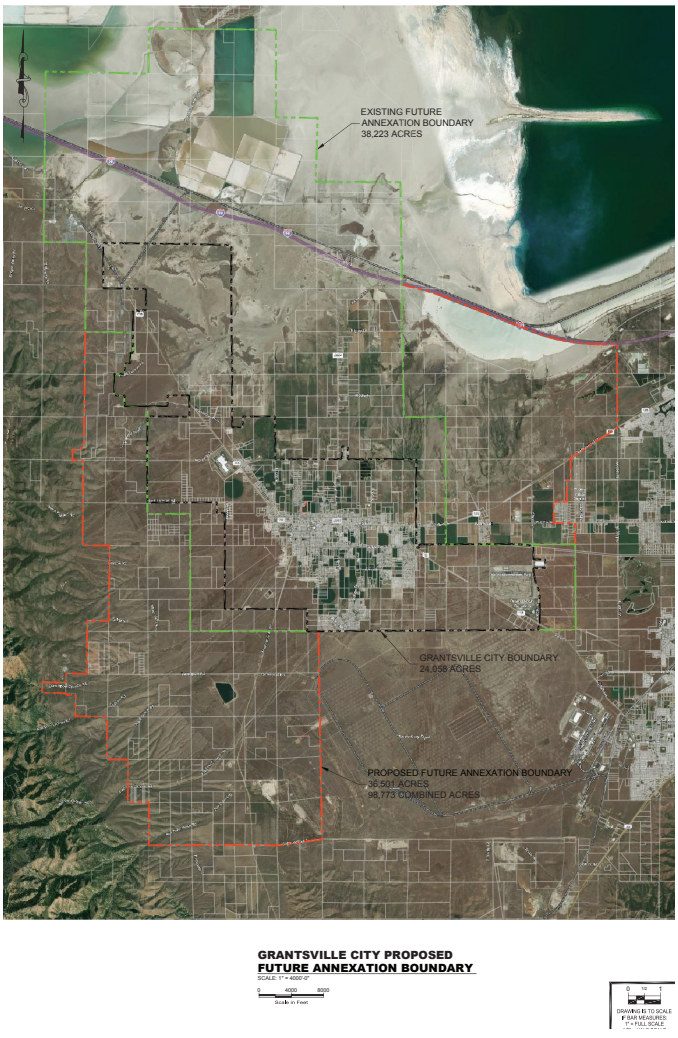
The TMP analyzes the existing transportation network and conditions, with itemized deficiencies in the existing network. It also establishes a proposed future transportation network to accommodate the potential for doubling the Grantsville City population by 2060. One of the major concerns is traffic on Main Street in Grantsville and alternative ways to circulate traffic without adding burden to the existing network. The figure below show the future "Build Level of Service" indicating larger circulator with increased capacity outside of the City core.

Figure 17: 2050 Build Level of Service



Grantsville Future Annexation Expansion Map

The annexation map shows a proposed future annexation combined boundary of 98,773 acres. The City's existing boundary is 24,058 Acres. Approximately 40% of this study is within the existing Grantsville City boundary with the remaining portion in the proposed future annexation boundary.



See https://tinyurl.com/389s8brj for the annexation map.

02

MASTER DEVELOPMENT PLAN PROCESS

“Keep Grantsville the rural community that it is.”

- SURVEY PARTICIPANT

Introduction & Background

Grantsville City is historically a rural agricultural community with a great quality of life. As the City's General Plan states, it "is known for providing a community comprised of open space, convenient access to the natural environment and a strong sense of community." This small town character and feel of the City is what makes it so special, and a place where residents want to live. The public feedback received for this study confirmed the City's desire to keep a small town feeling alive. Great places like Grantsville inevitably retain and attract more residents, and with that comes more development. A productive mindset for the community then, is not to debate whether growth should occur, but rather where and how growth should occur. Creating a cohesive plan for the "where and how" development will occur provides a far more desirable outcome than if left up to individual property owners alone.

One of the key concerns from the City staff and elected officials was that there was no established vision for the study area. Development projects were being submitted without a clear plan for how the overall development should occur. In order to enforce community development standards on new development, standards must first be set and approved by City Council. Transportation connections, open space, agricultural preservation, and other elements were reactionary to development plans that were being submitted. In response, the City prepared a request for proposals to craft a master development and capital facilities plan for this area given a longer-term development time horizon.

Project Process Overview

This project has been sectioned into five major phases which are: kick-off and existing conditions, public visioning process, alternatives analysis, preferred scenario, and public hearings. These phases help the City, its residents, property owners, stakeholders, and the project team work together to best understand the needs of the community in terms of culture, vision, development potential, fiscal and infrastructure needs, and best practices for rural sustainable development.

Kick-Off & Existing Conditions

The process for this project began with meetings with elected officials and City staff to better understand some of the opportunities, constraints, and vision for the project area. In addition to this meeting, stakeholder interviews were held to further detail this vision. An initial analysis was then conducted for the projected study area land use absorption rates (or the yearly rate at which certain land uses could be developed given internal and external market conditions).

Following this, the project team compiled and analyzed relevant plans, existing and approved development; City Code, zoning, and future land use maps; and UDOT roadway plans. The team also analyzed utility and infrastructure files, aerial photography, demographics, property ownership, existing land uses, sensitive land, and topography to better understand the opportunities and constraints provided in the kick-off and stakeholder interview meetings information.



Alternatives Analysis

Based on the findings and vision established in the first phase, three concept scenarios were developed. These were established without major distinction for open space, schools, or other civic uses to better focus on the right street network and mix of land uses. These were submitted to the steering committee for review, then public feedback was gathered in reference to the alternatives.

Public Visioning

During this phase of the Plan, we gathered input on how the various stakeholders (including residents, staff, elected officials, property owners, and businesses) would like the area to develop, what they would like to see happen, and any other feedback. This incorporated the opportunity to see potential development scenarios and leave specific feedback for what is desired for this area.



Preferred Scenario & Capital Facilities Plan

Portions of each of the three scenarios were selected by the public and steering committee, and a preferred scenario was then developed with a supportive Capital Facilities Plan. The Capital Facilities Plan shows the infrastructure needs based on the preferred scenario.

Public Hearings

Public hearings were held for the Planning Commission and City Council on March 15, 2023, September 26, 2023 to consider official adoption of the Master Development Plan and Capital Facilities Plan.

(*Dedicated for the land uses' primary restricted use.
(**Zoning shall be designated by the City Council based on the project's designated land use and development context at the time of submittal.)

Preliminary Concepts

The most fundamental decisions in crafting a master development plan (MDP) begin with land use, or in other words, what to put where. Land use planning envisions the future of an area and interacts with the transportation, demographics, economic vitality, and community character. The purpose of a MDP is to reflect a community's vision and promote thoughtful, equitable, and accessible distribution of different land uses, including residential, commercial, office, industrial/manufacturing, agricultural, and open space. The MDP is a tool that can address issues and concerns specific to its location and resolve those while preventing future issues.

Preliminary Concept Land Use Designations

There were 10 land use designations utilized for these preliminary concepts and an eleventh category for growth boundary. Growth boundaries are typically set to help control development over a certain period of time. These boundaries delineate where growth can and can not occur, thus preserving area outside of the boundary to remain in a natural or agricultural state. **Properties currently not within the City boundary, must have a zoning application affixed with the annexation application.** The 10 land use designation are described below with their equivalent zoning distinctions:

- **Commercial –** This land use is restricted for a range of commercial uses and includes the following Grantsville City Zones: CN, CS, CG, and CD
- **Mixed-Use –** This land use is meant to contain an integrated mix of commercial, office and residential uses. If a development clearly distinguishes uses with little integration, this land use should not be utilized. The Mixed-Use land use has its own zoning designation in the Grantsville City Code: MU. However, per the code uses found in the CN, CS, and CG zoning districts may be located on properties designated as Mixed-Use.
- **Office –** The office land use is restricted for professional offices varying in size, height, and trade. The Grantsville Zones associated with this use are: CS*, CG*, and CD*
- **High Intensity Residential –** The high intensity residential land use is reserved for locations that are supporting neighboring commercial, office and mixed-use areas. The Grantsville City Zoning District that applies to this type of residential development is RM-15**

- **Medium Intensity Residential –** The medium intensity residential land use is typically used as buffer between High Intensity Residential, Mixed Use, Commercial, Office and Low Intensity Residential uses. Residential product types typically include medium to small lot single family detached with twin homes and duplexes allowed as a conditional use. This land use category relates to City Zones: R-1-12**
- **Low-Intensity Residential –** Low intensity residential is reserved for medium to large lot detached units, and is used to buffer medium and very low intensity residential uses, and existing lower intensity residential development. The corresponding zones are: R-1-21**

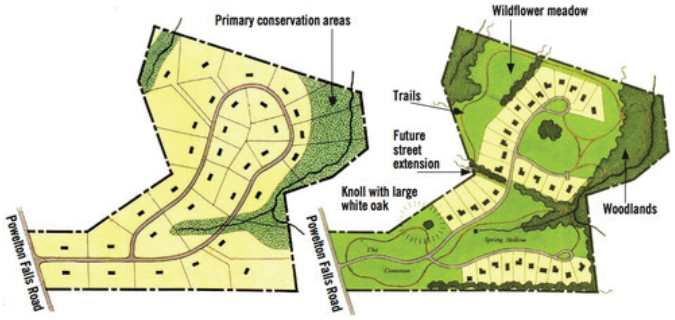


- **Very Low-Intensity Residential –** Very low intensity residential is typically used to buffer the growth boundary and in hillside areas with larger slopes. It may also be used in agricultural areas to preserve larger farmable areas. In these cases, residential units should be clustered to help with efficiency of the land utilized for farming purposes. The related Grantsville City Zones are: A-10, RR-5**, RR-2.5**, RR-1**
- **Agriculture –** Agricultural land uses are important for the preservation of the character of Grantsville. The existing Grantsville zone is A-10. Although, this land use is found sparingly in the preferred scenario plan, additional agricultural area could be designated through a number of preservation methods.
- **Open Space –** The open space land use is restricted for active and passive recreational and farming purposes. Regional parks, trails, agricultural ground, and sensitive land areas all fall within this land use.
- **Flex-Use/Manufacturing** – Flex Uses consist of light and general manufacturing, research, and distribution uses. This land use is typically paired with major roadways as larger volumes of truck traffic can be present. Corresponding Zoning designations are MD, MG, and MG-EX.

Opportunities for Open Space Preservation

Methods to preserve active, passive and agricultural open space include:

- **Land Use Regulation –** Land use regulation is often utilized to preserve lands for near- and medium-terms and has the ability to grow and adapt to the ongoing changing environment. Often this is only utilized as a temporary solution.
- **Conservation Subdivision / Cluster Development** – Conservation subdivisions encourage clustered housing and other development while preserving the majority of the remainder of the "developed" land as open space under a conservation easements. (Ex. On a five-acre parcel you could develop five one-acre lots with no public open space; five half-acre lots, eight third-acre lots, or 10 quarter-acre lots with approximately 2.5 acres of conserved land each.)



- **Conservation & Farmland Preservation Easements** – Are voluntary legal (easement) agreements that permanently limit the use of land for agricultural and open space purposes. These must be entered into by the land owner and the legal governing body.
- **Agriculture Conservation Easement Purchase Program (ACEP)** – This federal program provides funding to help protect sensitive lands, working farms, and ranches through conservation easements.
- **Greenbelts, Greenways, & Green Wedges** – Are sections of undeveloped land which encircles cities, townships, or major areas of development. They are typically used as growth boundaries and also serve the residents by providing large natural open spaces within close proximity. (Stansbury Park currently maintains a Greenbelt Service Area.)



- **Transfer of Development Rights (TDR) Program –** TDR programs limit development in key locations transferring that potential development to other targeted locations where development is more appropriate. Once the development rights have been transferred that land is placed under a conservation easement. Development potential is not reduced only transferred.



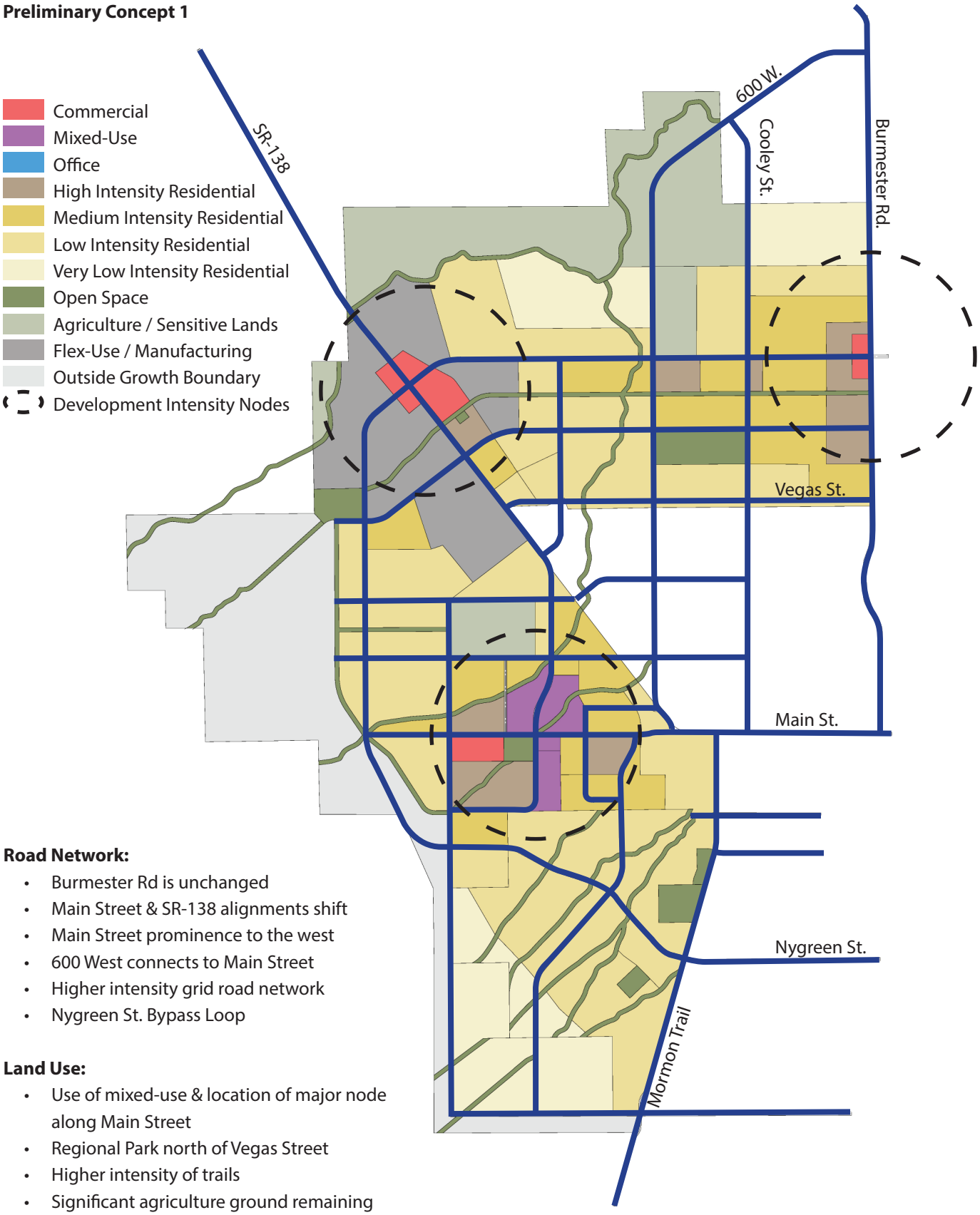
- **TDR Bank –** Allows for a municipality to control the transfer of development by purchasing the development rights and reallocating them when and where they desire. The TDR bank typically is created in tandem with a TDR program.
- **Private Land Trusts and Easements** – A land trust is a legal entity formed by an individual or group to purchase and manage property for the intent of preserving the land for a particular use. That use may be recreation, agricultural, or to buffer from other development.
  - **Utah Open Lands Program** – The Utah Open Lands program is a land trust designed to permanently protect land in Utah, by acquiring the title or trust of a conservation easement. They maintain stewardship of these properties for public use.
  - **Bureau of Land Management (BLM)**– Their "mission is to sustain the health, diversity, and productivity of public lands for the use and enjoyment of present and future generations." BLM owns thousands of acres within Tooele County.
- **United States Forest Service (USFS)** – Is a federal agency that owns and maintains national forests, grasslands, and mountain range land. USFS owns over 67,000 acres in west of Grantsville.



Preliminary Concepts

The following pages contain the preliminary concepts for the West Bank and North West Area. These concepts focused on a range of transportation networks, and land use scenarios that would balance the long-term development and financial needs and vision of the city with the projected growth of Grantsville. Each concept took a unique approach to major nodes, land use distribution, transportation connections and network, and distribution of residential intensities.

Preliminary Concept 1



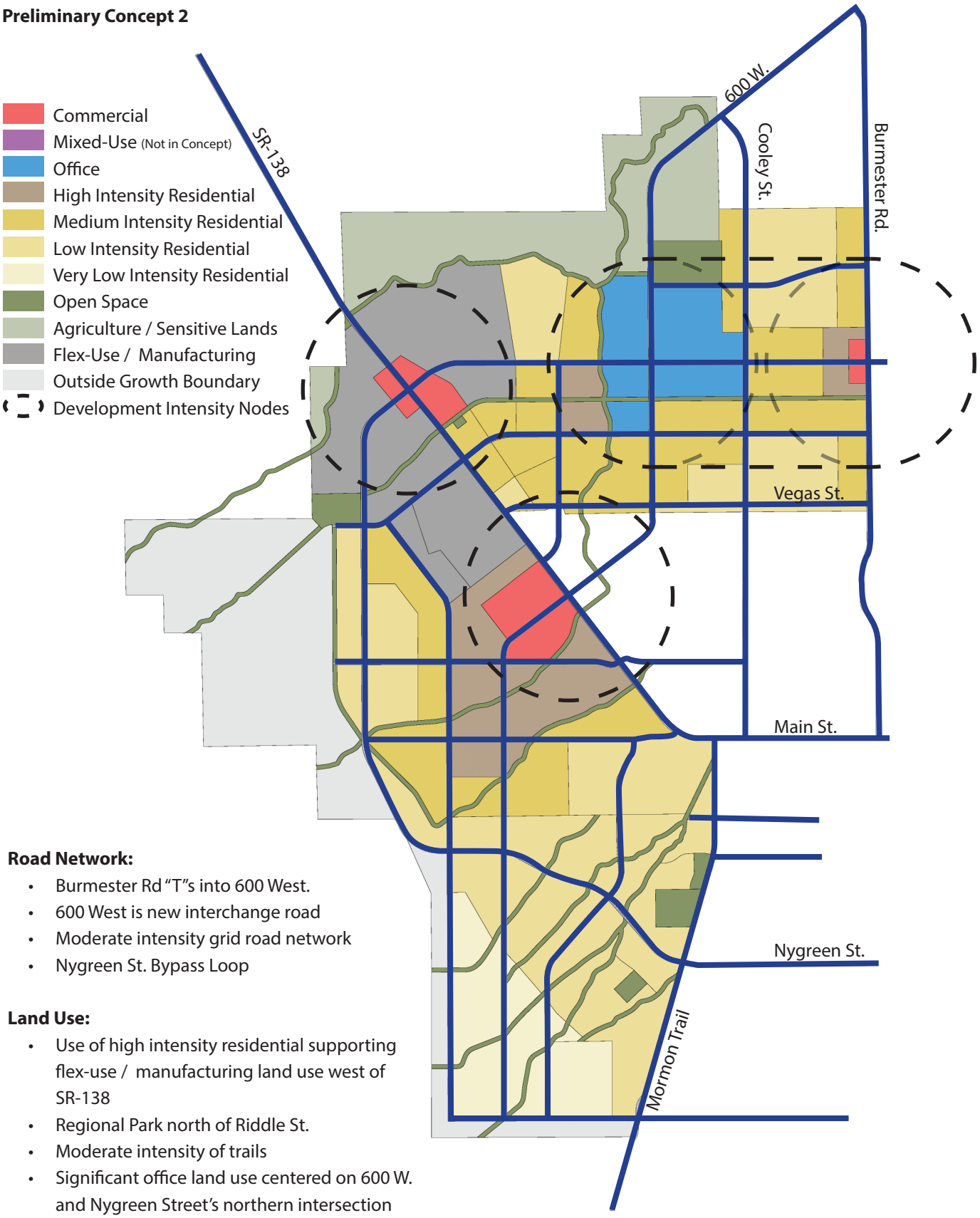
Road Network:

- Burmester Rd is unchanged
- Main Street & SR-138 alignments shift
- Main Street prominence to the west
- 600 West connects to Main Street
- Higher intensity grid road network
- Nygreen St. Bypass Loop

Land Use:

- Use of mixed-use & location of major node along Main Street
- Regional Park north of Vegas Street
- Higher intensity of trails
- Significant agriculture ground remaining
- Higher intensity node along Burmester Rd.

Preliminary Concept 2



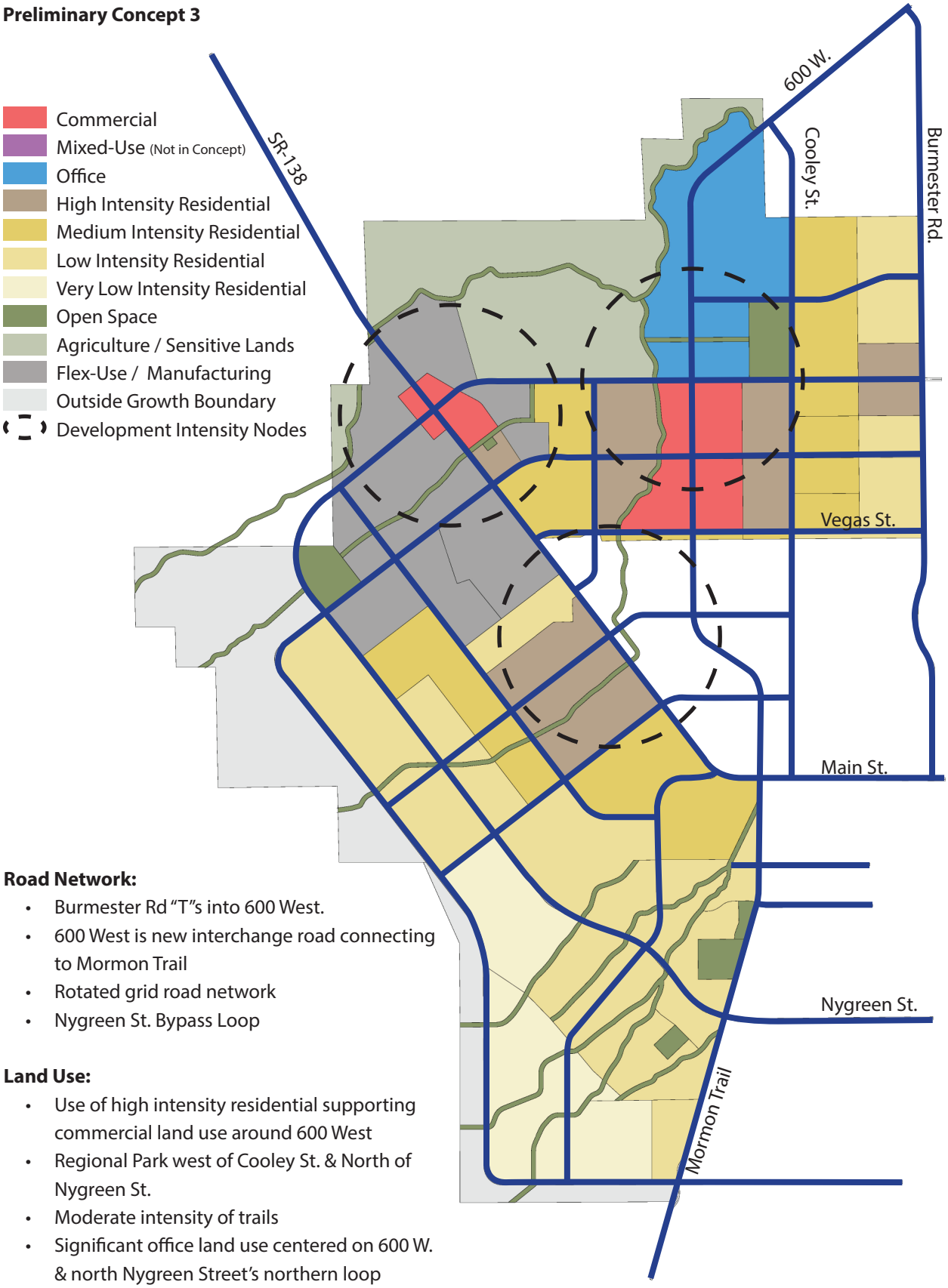
Road Network:

- Burmester Rd "T"s into 600 West.
- 600 West is new interchange road
- Moderate intensity grid road network
- Nygreen St. Bypass Loop

Land Use:

- Use of high intensity residential supporting flex-use / manufacturing land use west of SR-138
- Regional Park north of Riddle St.
- Moderate intensity of trails
- Significant office land use centered on 600 W. and Nygreen Street's northern intersection
- More low intensity residential

Preliminary Concept 3



Road Network:

- Burmester Rd "T"s into 600 West.
- 600 West is new interchange road connecting to Mormon Trail
- Rotated grid road network
- Nygreen St. Bypass Loop

Land Use:

- Use of high intensity residential supporting commercial land use around 600 West
- Regional Park west of Cooley St. & North of Nygreen St.
- Moderate intensity of trails
- Significant office land use centered on 600 W. & north Nygreen Street's northern loop
- More high and very low intensity residential

Land Use Model

Land use models are simplifications of existing and future built environment conditions. They take into consideration a wide range of uses and needs based on the current and projected population and that population's distribution. The purpose of these models is to establish metrics for the feasible makeup of land uses. These models do not dictate where land uses go but rather how much should be included based on market data in the study area and similar locations.

The model utilized for this development takes into account a number of inputs from existing Grantsville conditions and similar rural communities as well as larger communities which have transitioned from a more rural nature. Among these inputs are current and projected distribution and needs of parks, open spaces, and trails; retail, office, industrial and other employment uses, schools, churches, and other civic uses; and roads, utilities, and other city facilities.

To correctly calibrate this model to Grantsville, a vision first needed to be established. This was completed during the public engagement and existing conditions review portions of the project. As previously stated many residents wanted to keep the rural character of the City, but add specific elements which increased the quality of life and access to amenities and services. Given this vision, a baseline density was established to guide the model and create a max population.

LAND USE MODEL - MAX RESIDENTS INPUTS

TYPE	EXISTING	FUTURE
Study Area Acreage	10,635	10,635
Grantsville Dwellings / Acre	1.5 - 3.9	2.5*
Residents / Dwelling	3.7	3.5**
POPULATION	**14,209*** **	**93,056**** **

* - Current Average Dwellings / Acre in Grantsville
** - Projected Residents / Dwelling at Full Build-Out (2089+ assuming 400 permits issued / year - based on Grantsville & 10 similar rural communities.)
*** - Number based on 2020 U.S. Census, Kem C. Gardner 2017-2021 Population Projections: *gardner.utah.edu/wp-content/uploads/HousingUnits-FS-May2022.pdf?x71849*. U.S. Grantsville 2020 Census Population - 12,617; Kem C. Gardner Estimated Population 2017 - 11,000 | 2018 - 11,568 | 2019 - 12,064 | 2020 - 12,617 | 2021 - 13,574; Population change over last 5 years - 4.68%. (Grantsville 2022 population = 13,574 x 1.0468 = 14,209)
**** - Projected Population for Study Area at Full Build-Out = 10,635 x 2.5 x 3.5.

With the max population established, specific acreages for commercial, office, residential, flex use, manufacturing, and civic uses could be established. These were again calculated based on existing conditions for Grantsville and similar communities, market data, and state requirements for moderate income housing. The inputs for this land use model are as follows:

LAND USE MODEL - OPEN SPACE INPUTS

INPUT	DATA
Study Area Acreage	10,635
Future % Open Space	30%
Open Space % Breakdown	55% Community Open Space 45% Local Open Space
Max Distance to Dwellings	1/4 Mile

Open space is undeveloped land, a naturally landscaped area, or a formal or human-made landscaped area that provides an aesthetic, recreational, environmental, historical use; or a connective link or buffer between other resources. Open space can further be broken into two classifications, specifically public and private. These classifications denote the nature of who has access to use the space.

With this in place, understanding the difference between community open space and local open space becomes critical. Community open space refers to larger public open spaces (Ex. Regional trail networks or native or formal parks ten acres or greater). Local open spaces may still be public (native or formal ten acre parks or less) but typically are privately owned or home owners association HOA maintained (Ex. Agricultural land, private undeveloped property, improved park strips and pocket parks).

Inputs for distance to parks comes from a range of project team and outside research that has been done on park proximity and planning across the United States [*smartcitiesdive.com/ex/sustainablecitiescollective/pedestrians-and-park-planning-how-far-will-people-walk/24937/#:~:text=The%20quarter-mile%20standard%20is%20also%20supported%20by%20park,a%20park%-20for%20everyday%20outings%20and%20playground%20opportunities.%22*, and *nrpa.org/our-work/partnerships/initiatives/park-access/*].



LAND USE MODEL - EMPLOYMENT INPUTS			
COMMERCIAL / RETAIL			
SF / Resident	**Floor Area Ratio (FAR)**	**Capture Rate**	**Jobs / 1K SF**
20	.30	110%	1.67
FLEX / MANUFACTURING / INDUSTRIAL			
SF / Resident	**FAR**	**Capture Rate**	**Jobs / 1K SF**
--	.40	85%	1.33
OFFICE			
SF / Resident	**FAR**	**Capture Rate**	**Jobs / 1K SF**
--	.30	80%	2.86

The projected population for the study area at full build-out is 93,056. Approximately 54% or 50,000 residents of that population is estimated to fall between the ages of 18 - 65 (or typical working age) [*census.gov/quickfacts/grantsvillecityutah*, and *worldpopulationreview.com/us-cities/grantsville-ut-population*]. As of 2019, more than 70% of Tooele County commuted outside of the County for work each day [*tooeleco.org/wp-content/uploads/2022/05/tooele-county-general-plan-2022.pdf*]. If this rate were to continue this would add an additional 35,000+ trips in and out of the City each day during rush hour times. Not planning for a larger workforce in the City would cause significant impacts to current and proposed transportation networks.

The floor area ratios (FAR), commercial sf per resident, capture rates, and jobs per 1,000 sf came from research in commercial, retail, flex, manufacturing, industrial, and office developments located in Grantsville, Tooele Valley; and Salt Lake, Davis, Weber, and Utah Counties. Hundreds of properties were evaluated based on property ownership, parking provided, building coverage, jobs provided, commercial capacity, and code requirements of the project's respective jurisdictions.



LAND USE MODEL - SCHOOL INPUTS			
HIGH SCHOOL (HS)			
Population % (5 - 10)	**Existing Students / HS**	**Future S / HS**	**AC / School**
8.4%	1,434	1,890	8
MIDDLE SCHOOL (MS)			
Pop. % (11 - 13)	**Ext. S / MS**	**Future S / MS**	**AC / School**
8.1%	637	870	12
ELEMENTARY SCHOOL (ES)			
Pop. % (5 - 10)	**Ext. S / ES**	**Future S / ES**	**AC / School**
14.9%	483	575	50

A critical first step in establishing base requirements that generate the need for additional elementary, middle, and high school facilities, is understanding existing demographics and population projections.
Taking into consideration the existing and projected ages for elementary, middle, and high school kids for the study area mixed with projected school capacities is essentially how this component of the land use model is calculated.

The inputs for schools come from a range of data sources. These data sources include background information on existing and projected school population sizes, school acreages, and Grantsville demographics. Existing data came from the Tooele School district's school population averages over the last five years based on school designations, with supportive existing and projected data coming from the Alpine, Canyons, Davis, Nebo, and Provo School Districts [*greatschools.org/utah/tooele/tooele-district/*, *niche.com/k12/d/tooele-school-district-ut/*, *schooldigger.com/go/UT/district/01050/search.aspx*, *LandVision – digitalmapcentral.com/*].

In addition to public schools, several charter school exist throughout the valley. Although the population for these schools is growing, consistent or projected data was not available. Given this issue, we did not discount the student population and projected school requirements for these facilities.



LAND USE MODEL - CIVIC INPUTS	
LIBRARY	
Population / Facility	**AC / Facility**
10,000 Residents / 1 AC	2
MUSEUM / HISTORIC SITE	
Population / Facility	**AC / Facility**
10,000 Residents / 1 AC	Facility Size Varies
POLICE STATION	
Population / Facility	**AC / Facility**
20,000 Residents / 1 AC	1.5 - 5
FIRE STATION	
Population / Facility	**AC / Facility**
8,000 Residents / 1 AC	1.2
CEMETERY	
Population / Facility	**AC / Facility**
1,500 Residents / 1 AC	10
HOSPITAL	
Population / Facility	**AC / Facility**
3,000 Residents / 1 AC	10 - 30

The inputs for civic uses come from a wide range of sources including Utah communities observational research, *aha.org*, *wbdg.org*, *statista.com/topics/1469/libraries*, *nfpa.org/*, *governing.com/*, and *nfda.org/*. Information and input was received from Tooele, Davis, Salt Lake, Uintah, Utah, Wasatch, and Weber County Library systems as well as various police and fire departments in the same counties for typical facility needs. In addition to contacting these agencies, a catalog of civic uses is kept to determine average facility sizes, and facility acres per resident in Utah, Arizona, Idaho, Colorado, New Mexico, and Nevada. As for the historic and museum sites, this information has a higher level of variability. The sample size for baseline data was pulled from over 50+ Utah communities varying in size, scale, and rural nature. Existing demographics and existing facility acreage was gathered offering a statistically valid level of confidence.

Placement, spacing, and response times for civic uses were also gathered from first hand information, best practices, and extensive visual surveys.



LAND USE MODEL - CHURCH INPUTS			
CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS			
Population %	**Members/ Congregation**	**Congregations/ Facility**	**AC / Facility**
70.2%	400	3	3.7
CATHOLIC			
Pop. %	**Members/ Congregation**	**Congregations/ Facility**	**AC / Facility**
19.3%	600	1	5
OTHER RELIGIOUS FACILITIES			
Pop. %	**Ext. S / ES**	**Future S / ES**	**AC / Facility**
2.8%	600	1	3.5

An additional element of the operational needs of these facilities also comes from activity rates within the various religious institutions. Facility and congregation sizes come from church representatives as well as property search data from Tooele, Davis, Salt Lake, Uintah, Utah, Wasatch, and Weber Counties. Congregation and population information comes from church representative contacts and the following sources *bestplaces.net/religion/county/utah/tooele*, *census.gov*, *usreligioncensus.org*, *churchofjesuschrist.org*.

Additional modeling inputs for water systems; wastewater planning, stormwater, roadway, parks recreation and trail facilities, and public safety facilities; geotechnical analysis, and other utilities will be further outlined in the Capital Facilities section.

03
COMMUNITY ENGAGEMENT

“Preserve the rural feel that nearly everyone has requested, while also providing trails for being out in nature.”

- SURVEY PARTICIPANT

Introduction

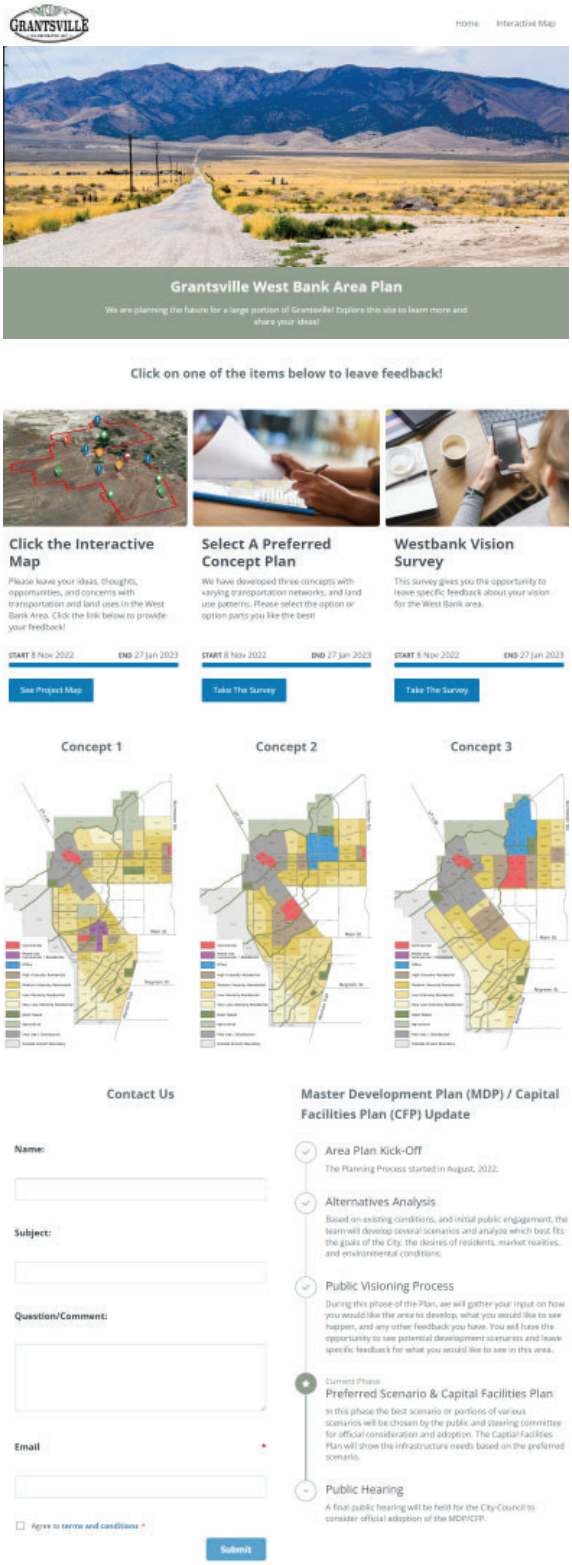
As part of this process the project team was tasked to perform outreach to residents, property owners, employers, City staff, and elected officials. Several stakeholders were interviewed from late October through January 2023. Individuals with a variety of backgrounds were selected, ranging from residents and property owners, to community leaders and City officials.

Social media, and an interactive website were utilized to offer outlets to give feedback. This allowed residents the opportunity to share their vision for the study area. The interactive website gave individuals the opportunity to voice their opinions through surveys, a forum, and interactive map. Everyone was asked to share their ideas, goals, concerns, opportunities, constraints, and vision for the future of the area.

Key Takeaways

- Maintain Grantsville's rural small town feel and buffer less intense development from more intense development.
- Higher intensities should be kept along major corridors where it makes sense, thus preserving other areas for lower intensity development.
- Preserve as much agricultural and open space land as possible.
- Provide more entertainment, recreation, employment and commercial opportunities (things to do, grocery stores, restaurants, camping, trails, and other outdoor recreation)
- Make sure there is enough infrastructure and resources including water to support growth in this area.
- Provide a range of housing types.
- Preserve the drainage corridors and natural open space.
- Education is needed on:
  - How property rights work
  - How commercial, retail, office, employment and other land uses are triggered and developed
  - How open space is preserved, built, paid for, and maintained
  - What the State requires for moderate income housing and affordable housing within Cities like Grantsville

Interactive Website



See *https://grantsville.mysocialpinpoint.com*

Surveys & Outreach Results

During the public engagement portion of the project, there were over 1,000 visitors to the project website. Below are additional details about the public engagement process:

110 **Unique Survey Users**

180+ **Comments, discussions, & Map interactions**

350+ **Unique Site Users**

20 **Stakeholder Interviews**

Top Feedback

1. **Improved Trails & Trailheads** (Walking, hiking, biking)
2. **Upgraded Recreation Amenities** (Parks, playgrounds, & others)
3. **Commercial Development** (Grocery stores & restaurants)
4. **Agricultural land** (Please preserve it)
5. **Range of Housing Types** (Not enough water for more housing)
6. **Natural Drainage Corridors** (Provide Open space & trail preservation)
7. **Entertainment Opportunities** (Not enough water for more development)
8. **Camping, RV Sites & Other Outdoor Recreation Opportunities** (Keep these close access)
9. **Employment District** (Higher paying local jobs)
10. **Office Development** (Office space for rent)



04
PREFERRED PLAN

“I like the orientation of the road network, increased amount of commercial, but would like to see more open space, and a regional park.”

- SURVEY PARTICIPANT

Public Sentiment

Following the public engagement portion of this project, feedback from residents and stakeholders was organized into major themes and general desires of community members. This feedback served as the foundation for the creation of the preferred scenario. To help residents and stakeholders better understand the potential outcomes or requirements of the public sentiments, the following principles have been created. These help illustrate what would be required given public sentiments that were expressed during the public engagement process of this study:

Public Sentiment: Open space amenities & more trails

Open spaces are typically paid for in a few different ways. Public open space is generally paid for with property and sales tax and impact fees, or is privately developed then dedicated to the public for use. Typically these spaces are maintained by taxes. Private open space amenities are budgeted into the total cost of a development and are typically maintained by a private Home Owners Association (HOA). These types of open spaces can be naturally landscaped or man-made landscaped areas.



Private open space amenities are normally developed in later phases of a project to ensure enough members in the HOA can reasonably pay for their maintenance. The same applies to public open spaces. The more residents there are paying taxes to maintain open space, the more money there is to develop and maintain increasing amounts of public open space including trails.

Private land or HOA maintained open spaces are for the private exclusive use of the owner or HOA members respectively. Much of the land considered as open space in the Tooele Valley area as, previously mentioned, is privately-owned undeveloped land with some State- Federal- and United States Forest Service-owned land. Several trails in the valley currently used by ATV or horse users are technically on private undeveloped land, which could be shut down at any moment by the land owner. Many residents view these as "public open space" when in reality they are not. To ensure open space amenities are publicly-accessible and preserved, they need to be incorporated into the governing agencies planning efforts and the land needs to be purchased and improved upon by that City, County, State, or Federal entity. As a rule of thumb larger trail systems are usually constructed by private developers as planned, incorporated, and enforced by government agencies, or as part of a major public facility enhancement (ex. the Midvalley Highway project.).

Provisions should also be added to regulating codes to guide community development to incorporate varying categories of open space. Varying categories of open space are denoted in the community character section below. (Note that publice dedication of open space must be at least 10 acres). Individuals seeking to develop an area tend to provide the minimum requirements. **If these regulations aren't included, open space may either not be provided or not be provided in a manner that promotes the health of its residents.**

A diverse network of integrated open space is critical to create vibrant healthy and inviting neighborhoods and communities. As such, part of the public engagement process was dedicated to understanding the specific amenities and open space categories residents desired. Existing open space types and classifications were analyzed to see what gaps may exist within the Tooele Valley. Missing or insufficient public amenities were added to the Open Space / Recreation Preference Survey.

Public Sentiment: Stop the growth of the City

Most of the population growth in 2021 and 2022 in Tooele County was due to in-migration *https://gardner.utah.edu/wp-content/uploads/UPC-2021-Estimates-Newsmaker-Slides.pdf?x71849* and *https://gardner.utah.edu/wp-content/uploads/Tooele-Proj-Feb2022.pdf?x71849* however, historically (pre 2021) population growth has primarily been due to natural increase. The population change from 2010 to 2020 was just under 4,000 residents with an estimated 70% of that growth coming from natural increase. A productive mindset for the community, then is to discuss where growth should occur, which can be regulated and planned for in the land use plan. Deciding where development makes the most sense, where specific uses should be located, and where areas should be preserved is within the control of the community and should be reflected in the land use plan.

Public Sentiment: Grocery store in Grantsville/more jobs

Retailers and employers require communities to reach certain demographic thresholds in order to open a new location. Municipal incentives can entice these users to develop in one location over another, but that user must already have the location in their growth plan. Municipalities or Counties can incentivize users to come, but can not make up for large gaps in commercial and employment users required demographic metrics for locating their businesses.

Examples:

- Costco requires within a 5-mile trade area radius, 200,000 people and a median income of $75,000. Their target demographic also includes college educated, 2-person+ households. They typically employ approximately 250 workers with a mix of full and part-time individuals.
- Whole Foods requires an even higher population 250,000 within a 3-mile trade area radius with a median income of $75,000, with 200 employees.
- A typical medium-sized grocery store requires about 7,000 - 10,000 residents within a 1-mile radius, and 40,000 - 50,000 residents within a 3-mile radius. They typically employ 100 - 150 individual.

Less than half of Grantsville's approximate 13,574 residents fall within a 1-mile radius of Soelberg's Market (Grantsville's existing small-sized grocery store) putting Grantsville outside of the typical medium-sized Grocery store requirements. In order to attract a mid- or large-sized grocer the population would need to grow.

Public Sentiment: Large lots & development costs

Residents have stated the desire for only large lot development throughout the city, but unfortunately this displaces younger generations from being able to raise families where they grew up, and older generations to continue to live in their communities. Many younger generations can only afford to live in small lot, townhome, condo, or apartments homes when they first start out. A lack of variety of housing types puts more demand on a limited supply, which drives prices up and makes communities unaffordable. In addition, older generations need for larger lots diminish as their ability to maintain and get around their property decreases. Only allowing large lots will likely cause you and your children to have to leave your community. Planning for you and your families future in the City, ensures your ability to be a lifetime resident.



As for cost of development within large lot communities, the burden of open space amenities and infrastructure gets pushed to the few, making the large lots even more expensive, and commercial development impossible. The reason for this is, large lot communities increase the distances between properties, adding significant, often unsustainable costs to infrastructure (utilities and road development and maintenance; public services providers like fire and police; water use needs access; etc.). For government agencies to be able to service a community, a mix of unit types is required, with the more intense development often subsidizing less intense development.



To further explain this subsidy we will use general terms to compare typical one-acre lot development with quarter-acre lot development:

LOT COMPARISON		
TYPICAL LOT INFO	**1-ACRE LOT**	**.25-ACRE LOT**
Lot Size	43,560 SF	10,890 SF
Lot Width	200'	100'
Home Size	4,500	2,500
Irrigated Landscaping	24,500	6,500
Water Use (600 gal / 1,000 sf irrigated landscape / week)	14,700 gal / week	3,900 gal / week
Road/Utility Length Need	200'	100'
Market Rate (MR)	Land value (LV) + improved value (IV)	
Taxable Value Calculation (TVC)	MR x 55% (Home taxable value receives a 45% reduction from MR)	
Market Rate (2021)	$700,000	$490,000
Taxable Value (See TVC)	$385,000	$269,500
Approx. Property Tax (.0138 tax rate)	$5,313	$3,719

A one-acre lot pays approximately $0.22 per square foot less in property taxes than a quarter-acre lot *https://tooeleco.org/government/elected-officials/tooele-county-assessor/* despite needing twice the amount of roads and utilities, public services (see table above), etc. and 10,800 more gallons per week in water use. The more compact the development the lower your property taxes will be to support the maintenance and development of infrastructure. In addition, more intense development requires significantly less water use then less intense development. Comparing multifamily townhome dwellings with one-acre lots, the property taxes for townhomes are approximately $2 more per square foot, the infrastructure needs are 90% less, and the water usage is 14,000+ gallons less per week.

The "Public Sentiment: Large lots & development costs" section is not meant to advocate for all new development to be small lot or multifamily, only illustrate the cost of large lot development and its need for subsidy by mixed residential development types.

Public Sentiment: Water Use/Availability/Efficiency

The majority of water use in residential areas comes from landscape irrigation. Single family homes, townhomes, and apartment homes indoor water use is approximately the same, but their outdoor use is drastically different as shown in the previous public sentiment. The easiest and best solutions for reducing water consumption is to utilize waterwise landscape design, limit non-functional lawn areas or replace with more waterwise lawn options, water landscapes in the early morning or evening, implement water reuse, and use water conservation and low impact development methods. The city currently has code and standards in place for these solutions.



Public Sentiment: Walkability

Several residents stated the desire for walkability. Walkable communities require more than just trails. To put it simply, walkability means it is suitable and safe for walking, or close enough to be reached by walking. The average person will walk up to 5 minutes (1/4 mile) before choosing to drive. For a community to be "walkable" it needs to be safe and more compact. Given that only a portion of residents desired walkability, a range of housing types as mentioned in the "Public Sentiment: Large lots & development costs" section can help support residents in all stages of life and Grantsville community life styles.

Best Practices

The following are best practices for smart and sustainable development:

- Focus intensities around key intersections, major traffic corridors, and where infrastructure is readily accessible.
- Maximize efficiency of existing and planned infrastructure by placing most intense development at major nodes.
- Preserve and enhance cultural and natural amenities.
- Buffer less-compatible land uses and facilitate compatible land uses.
- Optimize land use designations based on opportunities and constraints.
- Step intensities down progressively away from major development nodes and intersections.
- Provide safe and efficient multi-modal access to businesses and residents and consider proximity to other land uses, neighboring jurisdictions, and transportation networks.
- Ensure land uses and intensities are context-appropriate.
- Provide active and passive recreation opportunities within close proximity to residents.
- Balance land uses based on current and projected demographic information and market trends.
- Establish a redundant roadway, walkway, and bikeway network allowing multiple routes of travel.



Preferred Concept

Following the public outreach the feedback was analyzed and a preferred concept created. This concept was a direct result of the key themes, ideas, and concerns residents had for the study area. As additional information was provided from City staff, residents, and property owners, further refinement was made to the concept plan. This plan incorporates portions of each of the preliminary concepts as selected by residents (see concept on the following page). The table below delineates the plan by total acreage, total residential units, acreage and percentages of land uses, and overall job creation.

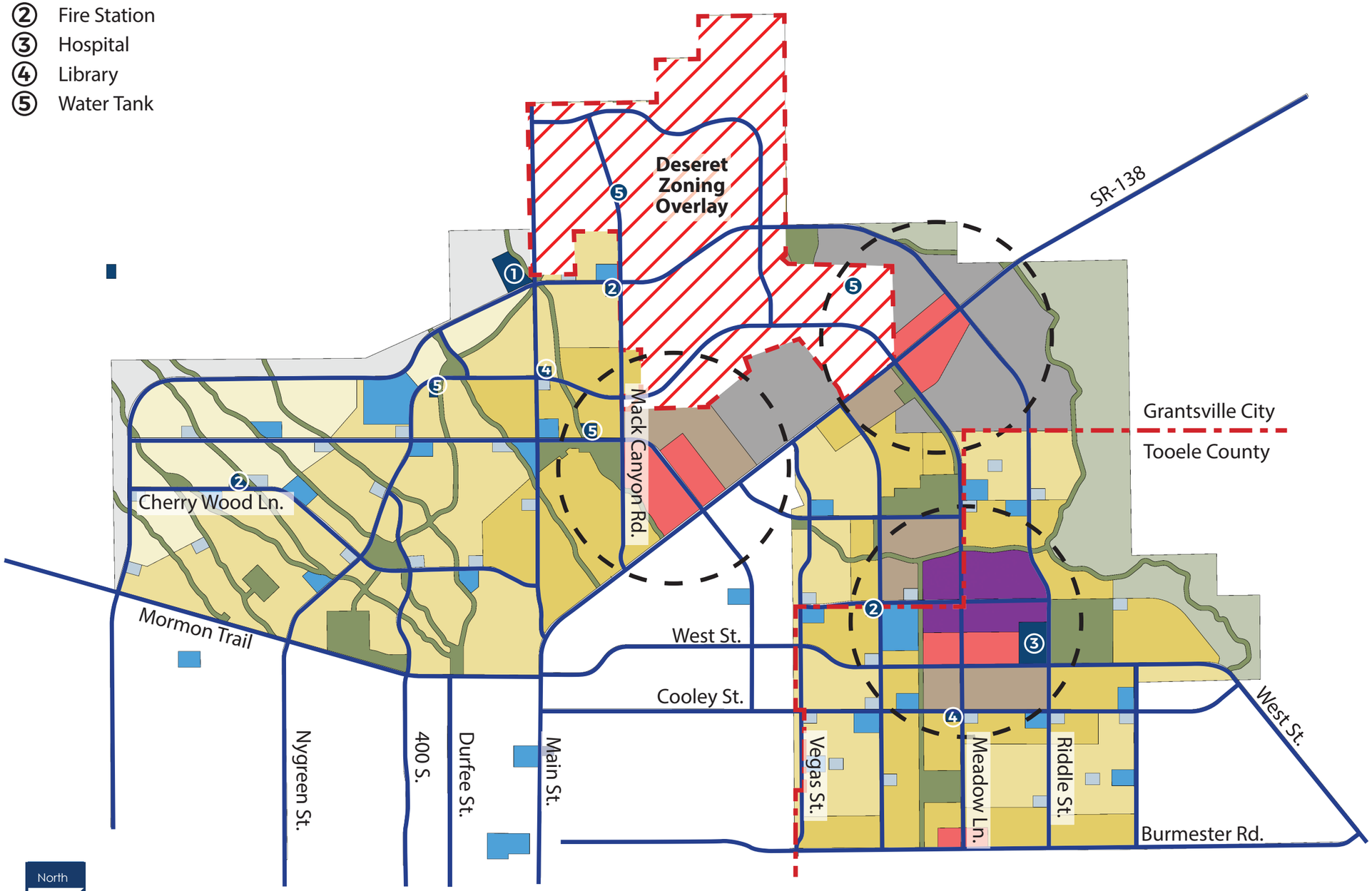
PREFERRED CONCEPT		
GENERAL PROJECT INFO		
Total Acres	10,635	
Total Residential Units	25,133	
Residential Units / Acre	2.36	
Network Roads Acres	537	
Outside Growth Boundary Acres	322	
OPEN SPACE		
Community Open Space / %	1,718 acres / 16.2%	
Local Open Space / %*	1,472 acres / 13.8%	
Total Open Space / %*	3,190 acres / 30%	
LAND USES		
Population / Facility	**AC**	**Jobs**
Commercial	313	6,850
Office	196	8,250
Civic	357	2,866
Religious	145	--
Flex-Use / Manufacturing	917	21,223
NON-RESIDENTIAL TOTAL	**1,928**	**39,189**
High Intensity	479	--
Medium Intensity	1,958	--
Low Intensity	3,134	--
Very Low Intensity	985	--
RESIDENTIAL TOTAL	**6,556**	**--**

*Local Open Space is not included in the preferred scenario, but is required as part of the 30% open space

Preferred Concept

CIVIC USE LEGEND

① Cemetery
② Fire Station
③ Hospital
④ Library
⑤ Water Tank



Scale 1"=1,500'

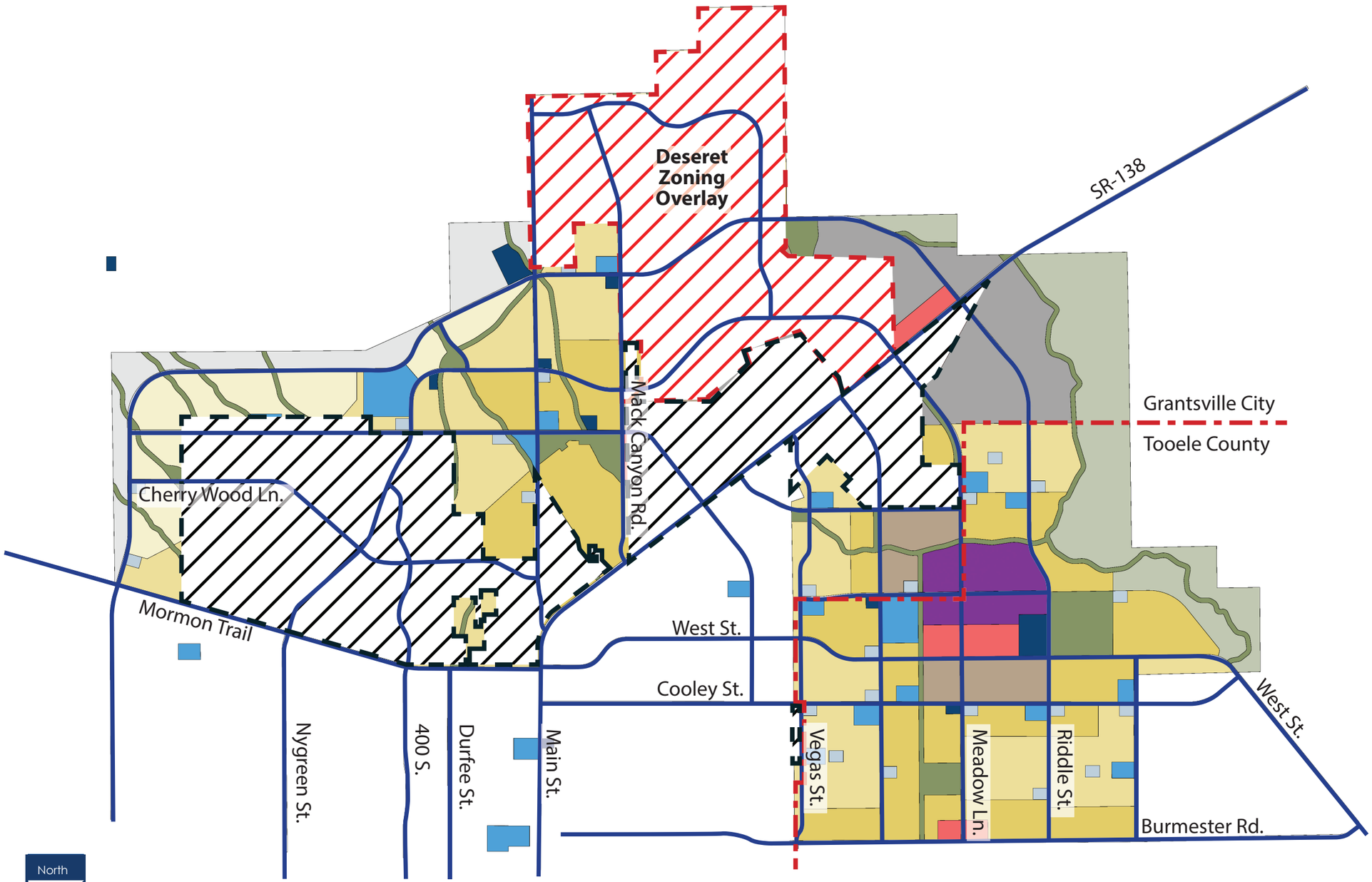
LAND USE LEGEND*

- Commercial
- Office
- Civic - School
- Civic - Services
- Religious
- High Intensity Residential
- Medium Intensity Residential
- Low Intensity Residential
- Very Low Intensity Residential
- Open Space / Drainage Trails
- Agriculture / Sensitive Lands
- Flex-Use / Manufacturing
- Outside Growth Boundary
- Development Intensity Nodes
- Desert Edge Overlay
- Existing / Proposed Streets

* See page 6-7 for land use descriptions

Note: The Preferred Concept has been used to calculate the intensity of use for determining the demands and necessary capacity of proposed infrastructure to serve the planning area. These intensities are based upon the highest and best use to ensure the sizing of the infrastructure will be adequate for potential future demands.

Preferred Concept - Currently Vested Uses July 2024



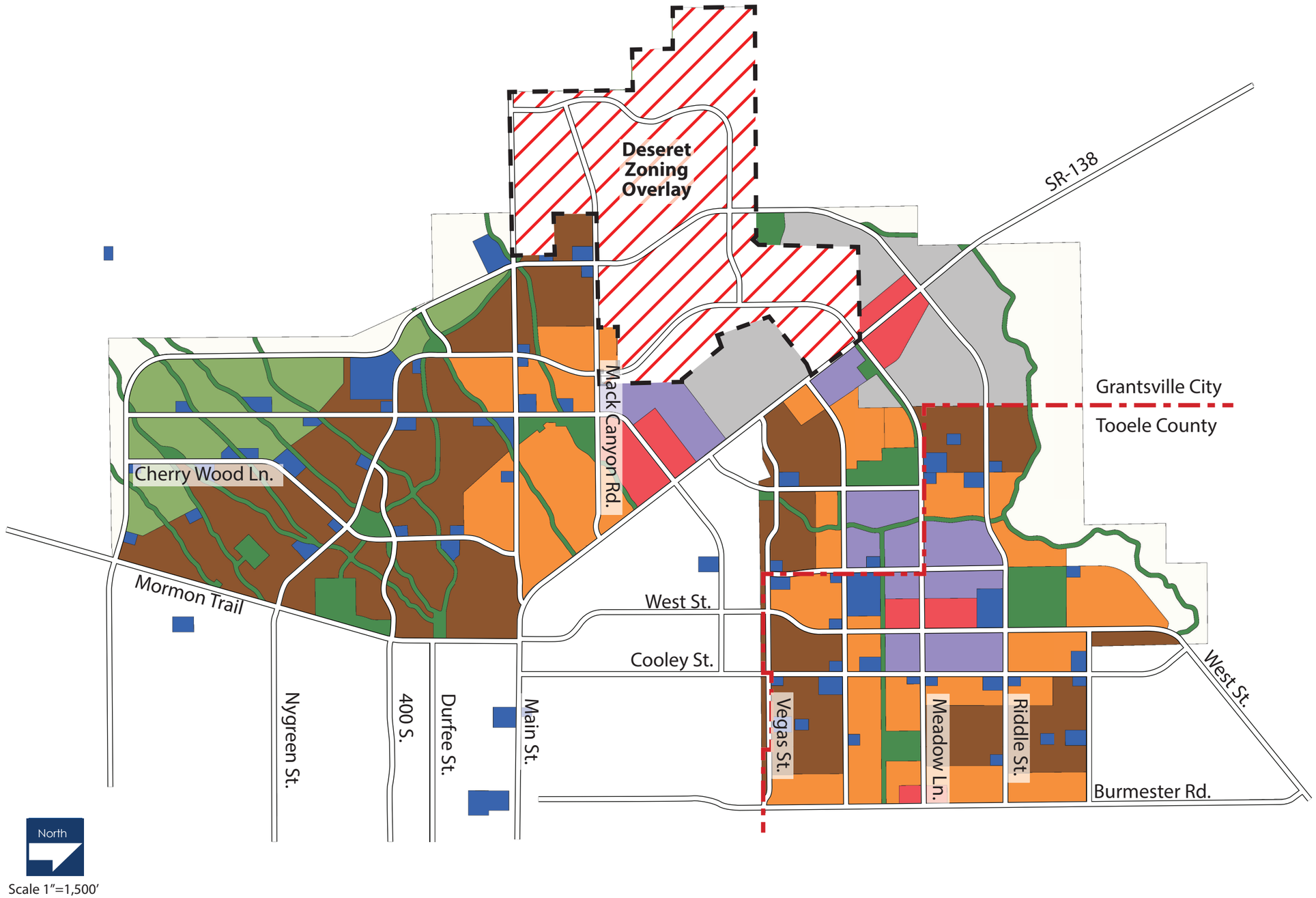
LAND USE LEGEND*

- Commercial
- Office
- Civic - School
- Civic - Services
- Religious
- High Intensity Residential
- Medium Intensity Residential
- Low Intensity Residential
- Very Low Intensity Residential
- Open Space / Drainage Trails
- Agriculture / Sensitive Lands
- Flex-Use / Manufacturing
- Outside Growth Boundary
- Development Intensity Nodes
- Desert Edge Overlay
- Vested Uses July 2024
- Existing / Proposed Streets

* See page 6-7 for land use descriptions

Note: The Preferred Concept has been revised to show the properties that are currently vested with specific development rights. Vesting has occurred through Zoning, Master Development Agreement, PUD Approval, Preliminary or Final Plat Approvals.

Updated Future Land Use Map



LAND USE LEGEND

- Commercial
- Mixed-Use Density
- High Single Family Density Residential
- Medium Density Residential
- Low Density Residential
- Rural Residential - 1
- Rural Residential - 2
- Industrial
- Municipal/School/Religious
- Parks & Open Space
- Existing / Proposed Streets

Scale 1"=1,500'

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This information and plan represents the vision of Grantsville City and its residents, a sustainable balance of land uses, best practices in large long-ranged master planned communities, smart growth principles, and a development time horizon of over 60 years. The mix of development and services facilitates the future needs and demands as the City grows. The mix supports maintaining Grantsville City's existing growth patterns, and character, as the overall density is less than the existing City's average. This plan also provides for growth in commercial development and employment centers, open space networks and recreation, 1/2 mile transportation corridor network, general connectivity, environmental constraint planning and mitigation, and preservation of historic Grantsville.

The West Bank Master Plan has taken into consideration future growth on select parcels outside of the current Grantsville City boundary to ensure that appropriate utility sizing and corridors are being provided for. The approval of the West Bank Master Plan does not vest these areas that are currently outside of Grantsville City's jurisdiction with any rights or privileges beyond what they already have under the County jurisdiction. The West Bank Master Plan is not a guarantee of any vested rights if parcels depicted on the Master Plan are annexed into Grantsville City. As these parcels are annexed into Grantsville City, consideration will be given to the current conditions at the time of annexation as to the appropriate land uses, configurations and utility requirements that the property will be vested with.

There are development projects that have been working toward approval within the West Bank study area at the same time the planning process has been underway. Those developments may not be configured exactly as shown on the approved West Bank Master Plan. This is an issue of timing and, despite development configurations potentially not reflecting exactly as approved in the West Bank Master Plan, these developments have been planned simultaneous to the planning and creation of the West Bank Master Plan.

These developments have also put forth good faith efforts to follow specific details in the West Bank Master Plan as the said plan was being developed. Once the West Bank Master Plan is approved, future projects or developments not mentioned above which are within the study area will be considered based upon their conformance with this master plan.

The Land Use and Civic Use Legends provide clarity for the plans distribution of uses and services, keeping with best practices in the location and response times of emergency services. This plan also distributes open space, civic, and religious uses based on trends in communities across Utah and the Western United States.

Residential Property Types By Intensity Level

- **Detached****
  - Large Lot SF
  - Medium Lot SF
  - Small Lot SF
- **Attached****
  - Twinhome
  - Triplex
  - Fourplex
  - Townhomes
  - Condos
  - Apartments

Road Network Adjustments:

- Burmester Rd. "T"s into West St.
- West St./Mormon Trail becomes the new interchange road
- Moderate to High intensity grid road network
- Main St. SR-138 Unchanged
- Nygreen St./Meadow Ln. Bypass Loop
- Secondary Bypass Loop on Riddle St.
- Main St. & Mack Canyon Rd. continuation to the West

**See City Zoning Code for Minimum Lot Sizes. These lot types are used for stepping and buffering existing and proposed residential land uses.



Land Use Adjustments:

- Use of high intensity residential supporting flex-use / manufacturing land use west of SR-138 and around the office / commercial centers
- Regional Park north of Riddle St.
- Regional Park West of the Walmart Distribution Center
- Moderate to High intensity of trails
- Significant office land use centered on West St. and Meadow Ln. intersection
- More low and very-low intensity residential
- Significant open space, agriculture, and sensitive lands preserved in concept
- Land use buffers around historic Grantsville

Implementation

The following steps should be taken upon approval of the West Bank and Northwest Area Master Development Plan and Capital Facilities Plan:

1. **Attach the Community Character Standards to Development Agreements for Projects within the Study Area**
   These community character standards help create high quality amenity rich communities that preserve the character and culture of Grantsville without incurring significant cost on the part of the developer.

2. **Adjust the General Plan Future Land Use Map to Reflect the Study Area Preferred Concept**

   Several locations on the map have been identified that would modify the existing general plan land use map. These areas of adjusted land uses should be updated as part of this plan's adoption. Zoning updates may be done in the near-term or as development or redevelopment occurs. Those locations that increase intensity may help to meet specific State requirements for moderate-income housing.

3. **Integrate the Road Network Into the Recently Updated Transportation Master Plan (TMP)**

   In this process we corresponded with the project team for the TMP and City Staff to incorporate proposed development, and transportation networks. Street networks in a few key locations were modified to incorporate a more regional approach to connectivity west of SR-138, and West St. becoming the new interchange road which connects to Rush Valley.

3. **Require FEMA's Steps in the "Best Practices for Building and Developing on Alluvial Fans" Document and the National Flood Insurace Program (NFIP) requirements** (*floodhazards.utah.gov/wp-content/uploads/2021/11/AlluvialFanFINAL.pdf* and *https://www.fema.gov/flood-insurance*)
   - **Step One:** Map the Alluvial Fan
   - **Step Two:** Avoid Any Development in an Alluvial Fan
   - **Step Three:** Mitigate Your Risk
   - **Step Four:** Consider Building Codes When Permitting Development or Redevelopment
   - **Step Five:** Protect Your Home or Business
   - **NFIP:** Require Elevation Certificates for all homes specifying the base-floor elevation

Community Character Standards

Quality community character can be costly if the development standards do not focus on the fundamental principles of what makes a quality community. To achieve quality community character, development standards must be established to protect the community environment, welcome contextual variation, and promote the health and safety of its residents. This can be accomplished by integrating open space and trails with a mix of housing types, introducing traffic calming measures and multi-modal street networks in various forms, allowing the surrounding atmosphere and function of the place to lead the design, and incorporating innovative solutions to resolve issues rather than only typical solutions. Three key areas to focus on are:

- **Community Design –** this element covers the architecture (orientation and facades), streets (design and details), and theme (sustainability and branding elements)
- **Community Layout –** this element addresses the architecture (variation), block (length and permeability), and multimodal network connectivity
- **Open Space –** this element outlines standards for open space types and categories

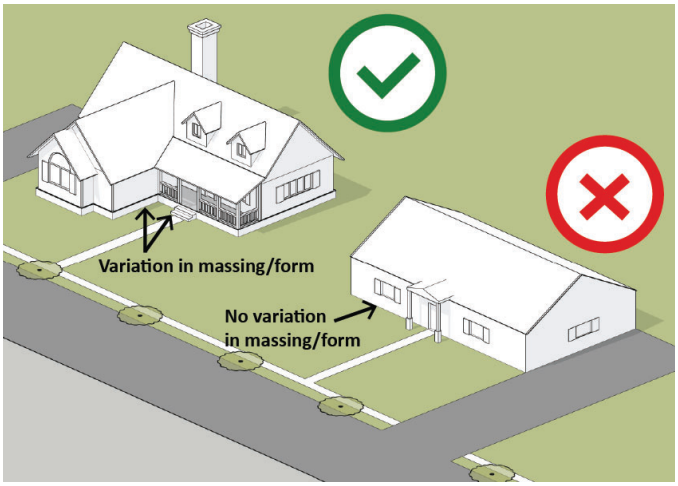
Community Design

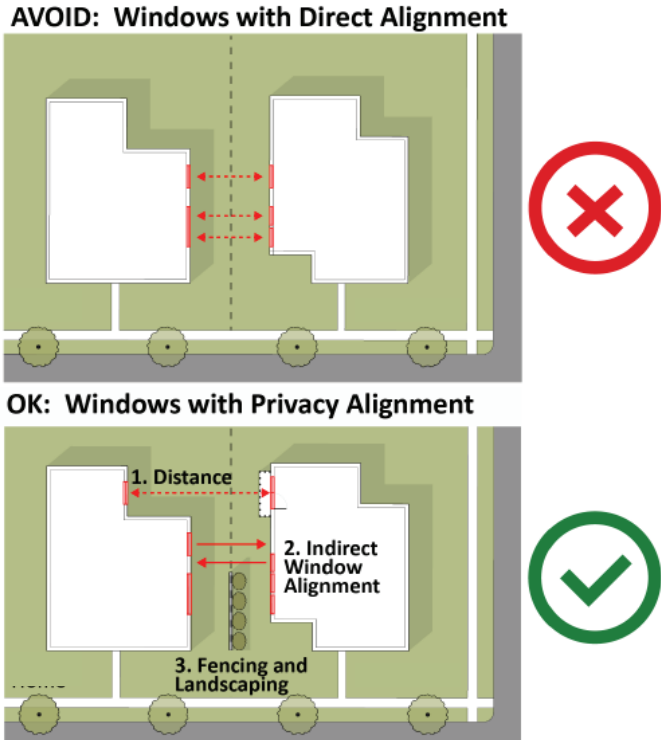
Community design in its simplest form is broken into three areas, architecture, streets, and theme. These areas define the community and if addressed properly can produce wonderful vibrant communities. The following sections will help clarify key design elements to establish healthy communities. These sections will focus on items allowable by state code.



Architecture:

- **Orientation –** Buildings should be oriented towards the street, positively defining and framing adjacent streets, and/or public or common spaces by:
    - Matching or complementing adjacent building setbacks;
    - Matching or complementing adjacent building heights and massing;
    - Completing the streetscape pattern of the street(s) they front.





Houses should be designed to relate to their neighbors rather than as a stand-alone building. State Code prohibits portions of this section unless added within a development agreement. This is one of the more important pieces to help create great communities, and can be accomplished by:

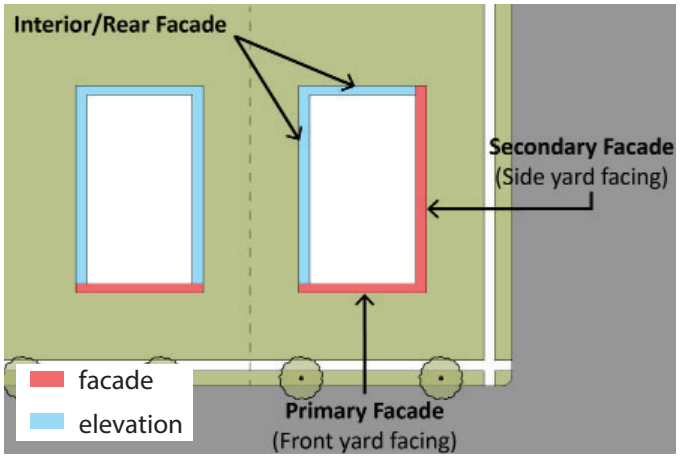
- Orienting the side yards in order to preserve the privacy of the outdoor spaces of both.
- Adjusting side yard and rear yard volumes to provide as much distance as possible between the facades in order to preserve privacy of the outdoor spaces of both.
- Placing windows (with different sizes) in side and rear yards designed with care and sensitivity for the preservation of privacy between buildings. (This item is called out in the HB 98 as prohibited unless it is part of a development agreement.)
- Adding jogs in the principal and secondary frontage for residential units with little to no architectural ornamentation. In addition, when projects enter a development agreement, the principal and secondary frontage should contain architectural ornamentation congruent with the architectural styles utilized by the development group.
- Garage setbacks should be 20' or greater with principle building (or living space) 15' or greater minimizing the attention being paid to the car. The main entry should be the most prominent feature on the front facade.



- **Facades –** Buildings should be designed with frontages that engage the street by providing direct access to the public realm (street or Community Space).

  The community character standards differentiate between the facade and elevation of buildings. Facades are the vertical portions of the buildings that face public streets. Elevations are the vertical portions of building not facing onto public thoroughfares. Facades are more highly regulated than elevations.

  Lots with secondary frontage will continue the same material treatment from principle frontage facade on the secondary frontage facade.



Streets:

The design of the street can do as much for community character as the architecture of the buildings. Place great buildings on a wide street with an unpleasant environment and the buildings will more rapidly become run down *[tinyurl.com/23v94wpa, sciencedirect.com/science/article/pii/S1687404813000102, nacto.org/publication/urban-street-stormwater-guide/streets-are-ecosystems/the-role-of-streets/, journals.sagepub.com/doi/10.1177/0042098020957198]*. This section outlines principles of good street design. For cross sections please refer to the 2023 Transportation Master Plan.

- **Design & Details –** Streets should be context appropriate, and help establish the community's identity. (Ex. to establish a quite residential neighborhood, the streets should be narrower with plantings, trees, furniture, and lighting on a pedestrian scale to help make the setting feel more intimate and inviting.) In order to allow the streets to fit their context, thought must be placed on the specific characteristics of the community, and the needs of that street. A few key areas to focus on are:

    - Modes of transportation using the street
        - Pedestrians, Bikes, Cars, Bus, etc.
    - Safety and function of the street
        - Type of curb and gutter or bioswale, separation/interaction of modal paths, multimodal/single mode intersection treatments, number/width of lanes or paths, parking, medians, use of park strips, curves and turn radii, visibility, slopes, and access
    - Materials and permeability of the street
        - Are lane and path materials concrete, asphalt, composite, pavers, gravel, dirt; are medians and park strips raised, planted, hard surface, gravel, irrigated, etc;
    - Features included with in the street right-of-way
        - Furniture, trees, plantings, signage, lighting, and utilities

    Below are a few principles that help facilitate great streets:

    - A street's designed speed should take into consideration lane width, straights/curves, land use type/density, modal paths and conflicts, road surface, parking presence, pedestrian proximity, traffic calming measures, approaching context, and lastly road classification.



The street shown above has a posted speed of 25 mph but fits the size of an arterial road. Long wide straight roads encourage higher speeds.

- Promote traffic calming measures for residential communities including trees in parkstrips, on-street parking, bulb-outs and chokers, lateral shifts, chicanes and curves, narrower lanes, fewer lanes, medians, raised intersections, speed cushions or humps, speed tables, and roundabouts and traffic circles
- Create physical barriers between higher and slower modes of traffic. Trees, light poles, park strips, planters, street furniture, fences, are all examples of physical barriers that can be used to create separation between modes.
- Design elements and details should be pedestrian scaled. Lighting and other elements should be appropriately sized to create the highest utility and aesthetic for individuals who use the space.
- Street, sign, and other lighting should be dark sky compliant so as to protect the rural feel and night sky of Grantsville. This can be accomplished by only allowing full cut-off fixtures which reduce glare and avoid unnecessary light pollution.



Theme:

The last item within the community character element covers the sustainability and brand/overall feeling of the development. This is an important item to include given the large amount of residents who wanted to keep the current "feel" of Grantsville intact. Some of the most common words used from the public engagement were: open, rural, natural.

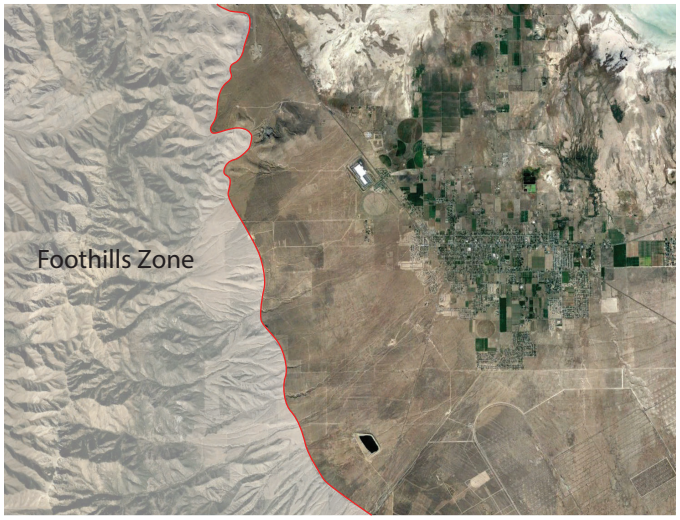
To keep the rural, open, and natural feeling the following principles may be utilized:

- **Sustainability –** An emphasis on sustainability and sustainable design practices should be implemented and maintained for Grantsville. In the City's context, five main sub-elements rise in importance: agriculture, hillside and slope protection, alluvial fans and wetlands, water conservation, and low impact development (LID)

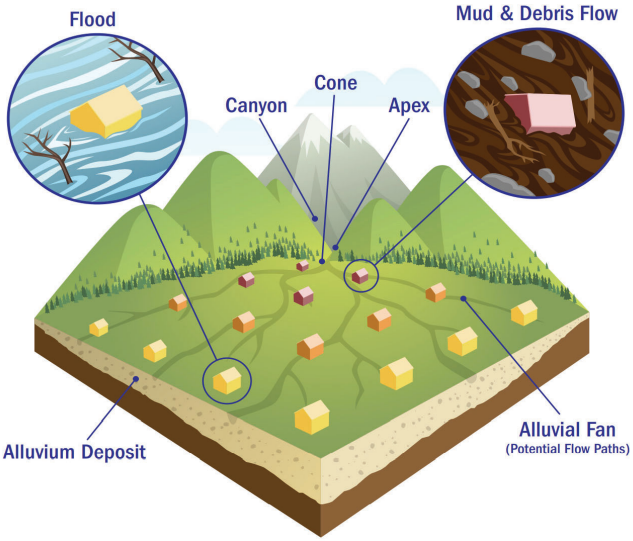
    - **Agricultural Land –** Agricultural land in growing areas tends to be the least expensive land to develop due to its "development ready" potential. This is because developers look at a potential property to purchase based on how much work it will take to develop the site versus how much the land costs. In the case of Grantsville, much of the agricultural ground falls outside of the City's current boundary (approximately 4,775 acres of the total 7,850 acres) making most of the agricultural ground more expensive to develop due to the cost of infrastructure, water, and other services. Despite the cost to develop in these areas, significant development pressure has occurred over the last several years. Measures should be made now to help preserve agricultural ground or offset the desire to develop agricultural ground. Promote the measures outlined on page 7 and 8.

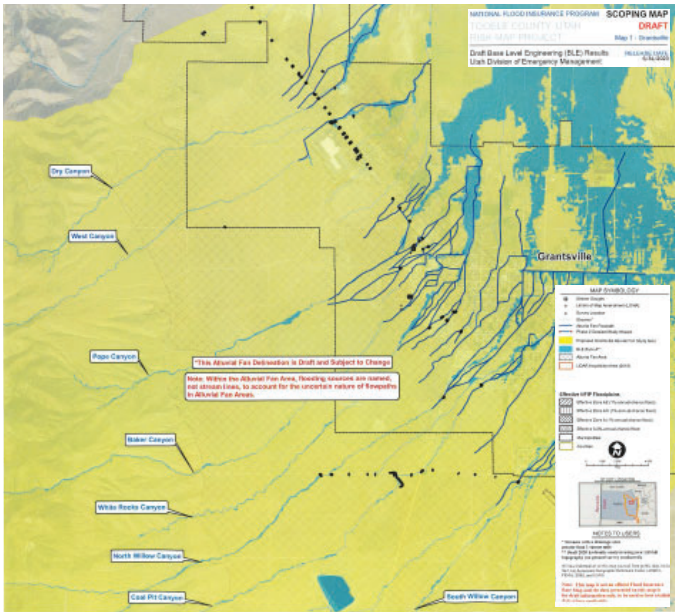


    - **Hillside & Slope Protection –** With heavy amounts of rain, developing the foothills could cause future property damage if not planned for. To help prevent potential incidents, development should be discouraged in the area shown below.



    - **Alluvial Fans & Wetlands –** Alluvial fans and wetlands have a significant level of volatility and developmental constraints should be analyzed and mitigated if development is permitted to occur with in these areas. There are two strategies that can be implemented to protect property within an alluvial fan area (tinyurl.com/y8w5y5ac):
        - Large structural flood control measures, such as check dams (See the Water section of the Capital Facilities Plan for more information)
        - Or avoidance of the affected area





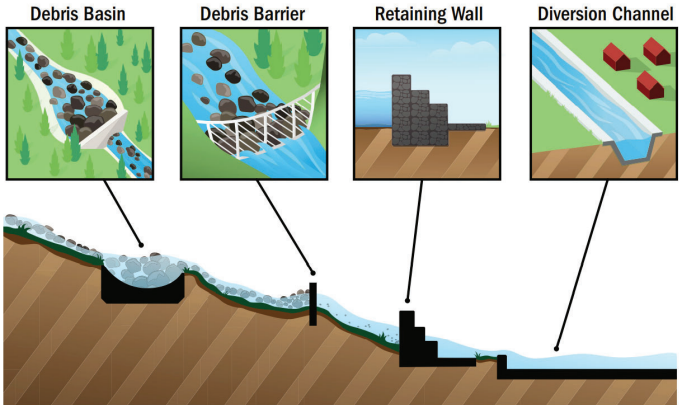
See https://storymaps.arcgis.com/stories/26bbbc611a9e40149f76f61dac294886

According to the Federal Emergency Management Agency's (FEMA) Best Practices for Building and Developing on Alluvial Fans (*floodhazards.utah.gov/wp-content/uploads/2021/11/AlluvialFanFINAL.pdf*), there are five steps for avoiding loss of property in an alluvial fan:

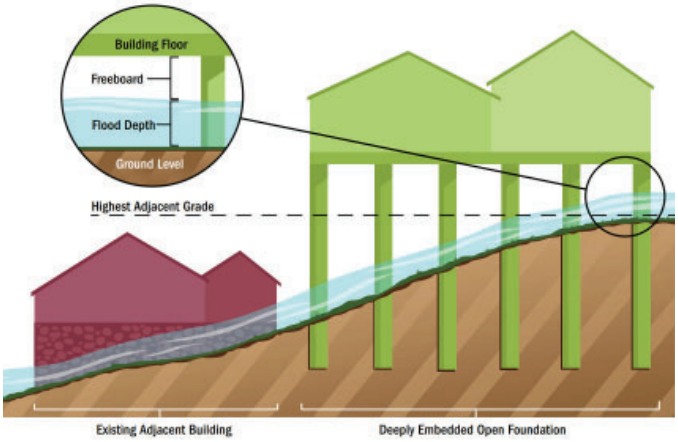
- **Step One:** Map the Alluvial Fan
- **Step Two:** Avoid Any Development in an Alluvial Fan
- **Step Three:** Mitigate Your Risk
- **Step Four:** Consider Building Codes When Permitting Development or Redevelopment
- **Step Five:** Protect Your Home or Business
- **NFIP:** Require Elevation Certificates for all homes specifying the base-floor elevation

In step three there are a few measures outlined to help mitigate risk within these areas. A few of those mitigation step are:

- "Fully understand [your risk] by conducting detailed local or regional studies" A study is taking place to better understand risks associated with the Alluvial Fan in this area.
- "Add alluvial fan areas to a community's regulatory flood map, specifically identifying fan apexes and meandering flow paths zones." When the study mentioned above is complete, these areas should be added to the City's map layers.
- "In the most dangerous areas of the alluvial fan, communities should...convert them to open space and prohibit new construction and reconstruction." As part of the land use map, these areas are currently shown as open space corridors with an 75' buffer (150' total from edge to edge) from the deepest portion of the drainage corridor.
- "Use strict floodplain management, zoning, and subdivision regulations similar to the no-rise requirement in floodways to prohibit or limit growth in high-risk areas."
- "Communities should adopt and enforce strict floodplain management and building code requirements for substantial improvements in Special Flood Hazard Areas (SFHAs) and in alluvial fan areas to ensure that they exceed the minimum requirements."
- **Utilize Large- scale Mitigation Measures:**
  - "Ensure there are proper warning systems and evacuation plans are in place that anticipate flash flooding or debris events."
  - "Strongly encourage whole-fan and/or local protection to be structurally designed to mitigate the risk of hazards to [proposed or] existing development." These mitigation activities include debris fences, dikes, levees, channels, detention basins, and debris basins



- **Utilize Individual Mitigation Measures:**
  - Elevate buildings on open foundations or armored fill
  - Reinforce the uphill side of structures against debris impact
  - Build floodwalls or berms around the property



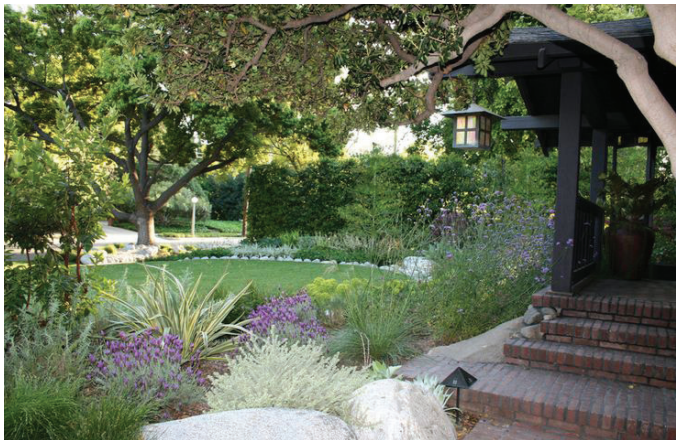
For more information and recommendations for mitigation see: *nap.nationalacademies.org/read/5364/chapter/7*, *cedb.asce.org/CEDBsearch/record.jsp?dockey=0100001*, and *hazards.utah.gov/floods/*

- **Water Conservation, Preservation, & Low Impact Development (LID) (Water Conservancy Plan as required by Utah State Code Section 73-10-32) –** Utah is a semi-arid to desert climate. Whether rainfall is plentiful or not, measures should be taken to help minimize wasteful or unnecessary water use practices. These wasteful practices include leaky waterlines and systems, irrigating landscape when raining or over watering landscape, non-functional lawn areas, non-waterwise appliances, and running faucets when not in use. Some best practices or ways to combat the misuse of water are:
  - **Water System Management –** This management process evaluates and assesses the existing water system and replaces or improves under performing sections and facilities. It also adds meters in critical areas to watch for water leakage. Leakage represents the largest real losses for most water systems [*epa.gov/sites/default/files/2016-12/documents/wc_best_practices_to_avoid_supply_expansion_2016_508.pdf*].
  - **Metering –** Ensure meters are located at each user location to track water consumption and distribute the cost of the system on those consuming the most water using a conservation rate structure. A conservation rate structure incentives users to reduce water use to be under certain thresholds of cost/gallon of water use. [*HB 251 le.utah.gov/~2023/bills/static/SB0251.html*]
  - **Rain Water Harvesting –** Allows users to capture and store water on site for future outdoor irrigation needs. This is regulated by Utah State Code, but each residential unit can store up to 2,500 gallons per year [*waterrights.utah.gov/forms/rainwater.asp*].



  - **Sustainable Water Use Practices –** Changing user habits to utilize smart water sensing irrigation systems, waterwise appliances and toilets, turning off water when not in use, watering landscape the right amount and at the right times. [*HB 349 le.utah.gov/~2023/bills/static/HB0349.html]*

- **Waterwise Landscape Design –** When individuals hear the term waterwise landscape design they typically think no lawn and only use rock or bark mulch. A waterwise landscape design is a design that is thoughtful in its placement or use of lawn and utilizes more drought tolerant native plants. It may also mean replacing typical lawns with other more waterwise plant substitutions. The use of rock or bark mulch, drip irrigation systems, and less water intensive plants is encouraged in waterwise landscape design. The state also offers incentives for implementing water efficient landscaping [*HB 277* and *SB 118*]. Grantsville recently passed a waterwise landscape code, which should be promoted for existing development and required for future development.



- **Greywater Systems & Water Reuse –** Greywater systems or water reuse takes water that has already been used (from places like your laundry, shower, and sink) and uses it for a secondary purpose (like watering gardens or landscaping) before allowing it to enter the sewer system. [*epa.gov/waterreuse*].
- **Low Impact Development (LID) –** "LID refers to engineered systems, either structural or natural, that use or mimic natural processes to promote infiltration, evapotranspirtation, and or reuse of storm water as close to its source as possible to protect water quality and aquatic habitat" [*documents.deq.utah.gov/water-quality/stormwater/updes/DWQ-2019-000161.pdf*].

Green infrastructure includes LID practices but is a broader practice that also includes ecological services. Examples of green infrastructure are:



- Bioswales
- Bioremediation
- Downspout Disconnection
- Green Parking
- Green & Blue Roofs
- Green Streets & Alleys
- Infiltration Basins
- Permeable Pavements
- Rain Gardens
- Rainwater Harvesting
- Subsurface Detention
- Urban Tree Canopy



For more information visit: *epa.gov/green-infrastructure/what-green-infrastructure, & sustainableinfrastructure.org/*

- **Branding –** Creating a brand or cohesive feel which incorporates the context of the development is critical. Many communities can feel stale or cookie cutter due to lazy development practices. Often these lazy development practices are defended as a way to make developments more affordable, when in reality the cost difference between thoughtful and lazy development practices are negligible. Thoughtful development practices include incorporating views and viewsheds, integrating the terrain features into the design, consistent treatments and design elements, blend open spaces with development, capture the areas unique identity with the community details, fuse surrounding development with the community's edges, understand and implement future residents desires, and facilitate placemaking opportunities. The levels at which branding may occur are varied but adding these considerations to community design helps ensure quality development.



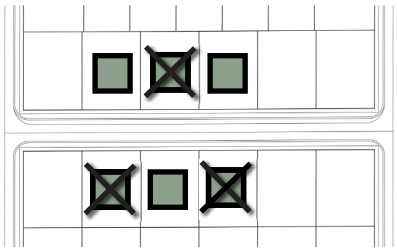
Community Layout

Community layout address the variation of the development and helps accentuate the brand and design of the community. This section further address the architecture, block sizes, and transportation network connectivity.

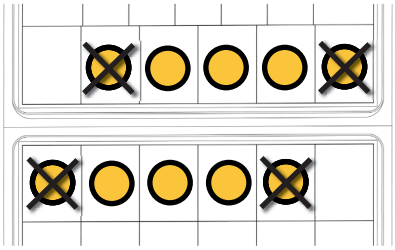
Architectural Variation:

Communities should provide a variety of home styles on each street to create a diverse and interesting street scene. Variation can be achieved through a combination of styles, colors, and floor plans. The variation principles below help illustrate how this could be done:

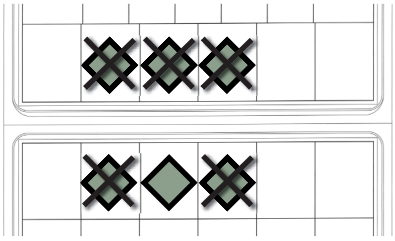
- **Residential Development Guidelines**
  - Single family homes with more simplistic architectural styles (Ex. Traditional) should not be built on adjacent lots or on lots directly across from one another on the same street.



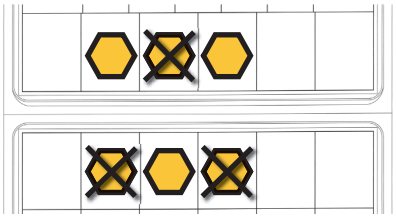
  - Single family homes with more ornate architectural styles (Ex. Craftsman, Farmhouse, Modern) styles should not exceed three consecutive lots of the same style on either side of the street.



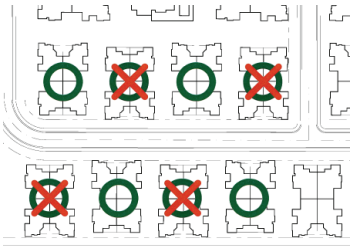
  - Single family homes with the same color scheme shall not be built on adjacent lots or on lots directly across or diagonally from one another on the same street.



  - Single family homes with the same floor plan and style shall not be built on adjacent lots or on lots directly across from one another on the same street.

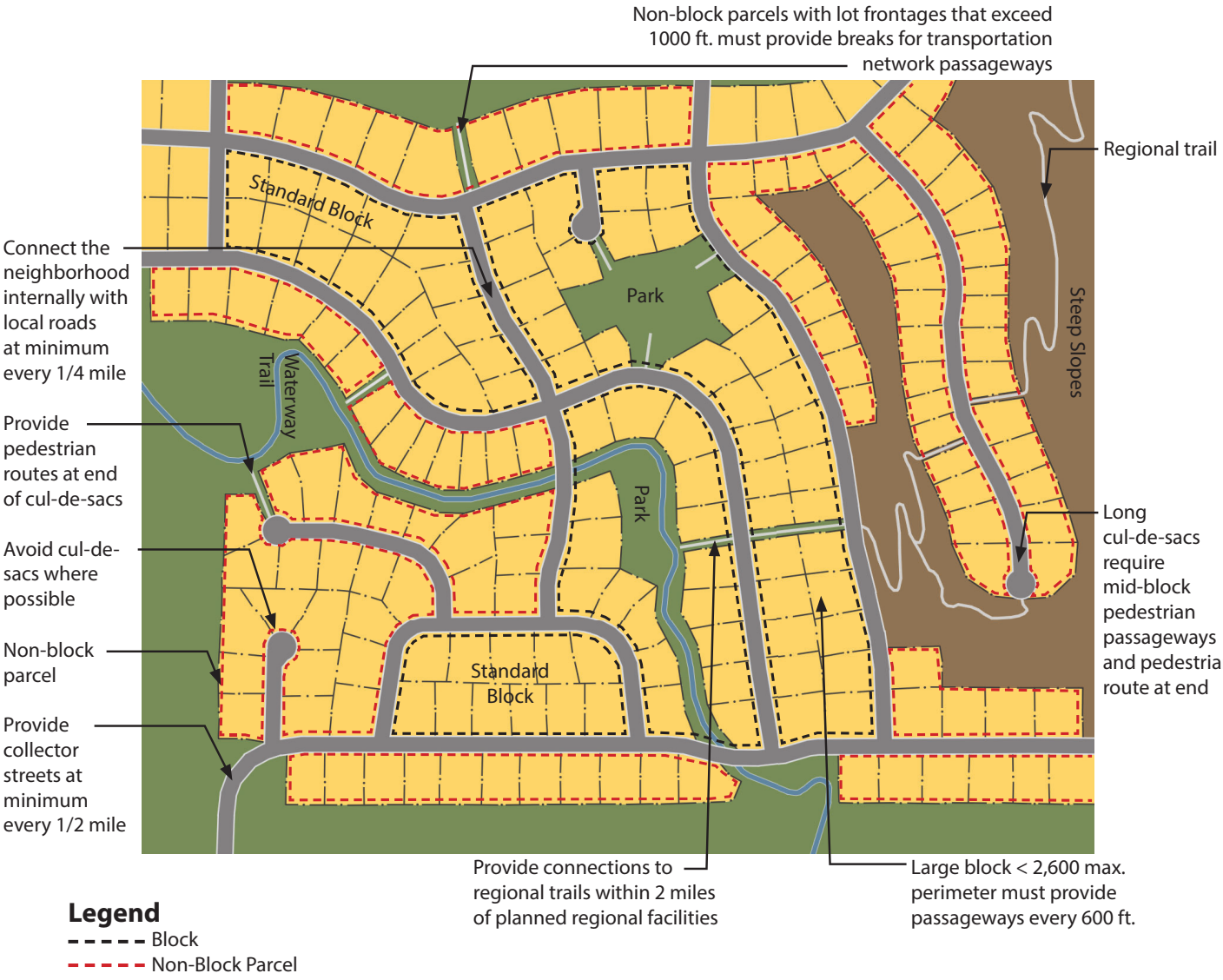


- Attached residential buildings that have the same style or color scheme shall not be built on adjacent lots or on lots directly across from one another on the same street.



Block and Multimodal Network Connectivity:

Neighborhood blocks should be designed, even in rural communities, to be permeable for various modes of transportation or recreation. To this end block lengths should not exceed 1,000 feet without a break for modes of transportation to move through the neighborhood. This allows increased multimodal activity, and greater connectivity for residents and city services. See the diagram below for guidelines on network connectivity.



Open Space Types

Providing quality and accessible open space is the most commonly stated concern among residents, and is consistently one of the most underdeveloped areas within developments. This section is meant to help establish guidelines for how a variety of open space amenities can be established throughout the study area. The following are best practices for open space and recreation placement, programming, and design:

- Encourage open space to be developed as part of a neighborhood or community during the planning and development phases.
- Catalogue existing public open spaces by type (aesthetic, recreational, environmental, connective link, or buffer), programmed amenities, and size.
- Provide open space close to residents. Open spaces within 1/4 mile of a resident receive significantly more use than those outside of that range.*
- Place open space adjacent to roadways and maintain pedestrian-scale lighting. Doing so increases the user safety and access as well as ease of maintenance.
- Preserve and enhance cultural and natural amenities.
- Design the open space in tandem with local residents and the surrounding context including land features, views, nearby open space types and programming.
- Diversify active and passive recreation opportunities for all user abilities.
- Preserve open space areas based on current and projected land uses and demographics.
- Plan, design, and preserve tail networks and incorporate required connections to these networks to be made or stubbed within a mile of regional trails or connective network trails.
- Connect all open spaces, where feasible by multi-use pathways preferably detached of public street right-of-ways.

* The National Recreation and Park Association (NRPA) states that "the typical park and recreation agency has 10.4 acres of parkland for every 1,000 residents." [nrpa.org/]. Grantsville's current level of service is 4 acres for every 1,000 residents.



Delineating open space types helps distinguish the general use of each open space and increases usable open space as the types differentiate end goals of each amenity. Amenities may fit into multiple open space types. Descriptions of each open space type are as follows:

- **Aesthetic –** this open space type is meant to preserve views, maintain historic or rural character, increase community interest, or signify entrance of a location.
- **Recreational –** this open space type is for active and passive recreation uses.
- **Environmental –** the environmental open space type is established to conserve wetlands, agricultural land, critical habitats, wildlife preserves, and other sensitive lands.
- **Historical –** historical open space types are meant to protect or promote historic locations, buildings, and features.
- **Connective Link –** this type is specific to connectivity of various modes and is intended to join source locations to destination locations.
- **Buffer –** this open space type's primary use is to separate non-compatible land uses or establish boundaries for development.



Open Space Categories

The open space categories below illustrate the various Open Space/ Recreation amenities that may be suitable for Grantsville and give an overview of their general character, type, classification, location, size, and spacing.

PLAZA



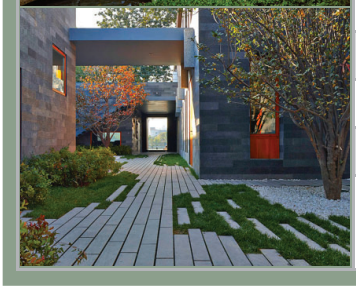


GENERAL CHARACTER
TYPE
Aesthetic, Historic, Connective Link
CLASSIFICATION
Public, Private
LOCATION
Important Intersections, Vista Termini, or Entrances to Community / Civic Buildings
SIZE
4,000 – 1 Acre
SPACING
N/A

- **Plaza –** A plaza is a more urbanized public community space that offers opportunities for civic gathering. Plazas add to the vibrancy of streets within the more urban, higher intensity areas. They create formal community spaces available for civic purposes and commercial activity. These spaces are typically defined by building frontages and contain a mix of hardscape and planting areas with various types of seating and trees provided for shade.

COURTYARD





GENERAL CHARACTER
TYPE
Aesthetic, Recreation
CLASSIFICATION
Public, Semi-Public, Private
LOCATION
Locations Supported by Adjacent Use Pattern
SIZE
600 - 6,000 SF
SPACING
75+ Attached Unit Communities, or Medium+ Retail / Office Properties

- **Square –** A square is a public community space available for civic purposes, commercial activity, unstructured recreation and other passive uses. The square should have an urban, formal character and be defined by the surrounding building frontages or adjacent tree-lined streets. All buildings adjacent to the square should front onto the square, with adjacent streets lined with appropriately scaled trees. Shaded areas for seating should be provided, with the potential addition of a civic element or small structure such as an open shelter, pergola, monument or fountain.

SQUARE





GENERAL CHARACTER
TYPE
Aesthetic, Recreation, Historic, Connective Link
CLASSIFICATION
Public, Private
LOCATION
Important Intersections or Nodes
SIZE
5,000 SF – 4 Acres
SPACING
N/A

- **Courtyard –** A courtyard is a developed space that offers a variety of opportunities for public, semi-public and private gatherings. Courtyards provide a more intimate spatial experience apart from the streets within the more urban, higher intensity areas. They can be formal, paved spaces framed by buildings or restful, garden spaces that can be experienced visually from within building spaces such as offices, retail shops or residences. Building frontages, walls or fences typically define these spaces with a mix of hardscape and planting surfaces dependent upon location and expected use patterns. Shade and heating units should be provided to extend the seasonal use for gatherings or dining, with various forms of seating

GREEN





GENERAL CHARACTER
TYPE
Aesthetic, Recreation, Connective Link
CLASSIFICATION
Public, Private
LOCATION
Vista Protection, Central Community Gathering Space
SIZE
11,000 SF – 2 Acre
SPACING
75+ Unit Communities, or Large Retail / Office Properties

- **Green –** A Green is a public community space available for civic purposes, commercial activity, unstructured recreation and other passive uses. Greens are primarily naturally landscaped with many shaded places to sit. The space may include thoughtful open lawn areas, paths, civic elements, fountains or open shelters. Greens are typically adjacent to a public right of way and are spatially defined by buildings which front onto this space.

NEIGHBORHOOD PARK





GENERAL CHARACTER
TYPE
Aesthetic, Recreation, Environment, Buffer
CLASSIFICATION
Public, Private
LOCATION
Typically within Residential Communities
SIZE
2 – 10 Acre
SPACING
Within 1/2 Mile - 1 Mile of Each Residential Unit*

- **Pocket Park –** Small and frequently dispersed throughout the community, these infill spaces support passive recreation that ensures walkable green space access for everyone within the immediate neighborhood. They may contain specialized facilities that serve a specific demographic or limited population or group such as tots, pets or senior citizens. Thematic elements and uses may be determined by the needs of the target demographic or the nature of the location within the community. Pocket Parks must be adjacent to a public right of way and be fully developed and maintained as finished recreational open spaces. Native landscapes and natural areas do not constitute a Pocket Park.

POCKET PARK





GENERAL CHARACTER
TYPE
Aesthetic, Recreation
CLASSIFICATION
Public, Private
LOCATION
In Neighborhoods Along Minor Collectors or Local Roads
SIZE
20,000 SF – 1 Acre
SPACING
Within 1/2 Mile of Each Residential Unit*

* Each residential unit should be within 1/4 mile of a pocket park, neighborhood park, or regional park.

- **Neighborhood Park –** The neighborhood park remains the basic unit of the local open space system and serves as the recreational and social focus of the neighborhood. The focus is on informal active and passive recreation. The park should be centrally located within the neighborhood and may function as the recreational hub of adjacent neighborhoods. These parks are frequently developed adjacent to civic uses such as an elementary school.

  Parks should be connected to the greater community through multi-use pathways or trails. Parks should also be adjacent to a public right of way on at least one side, with a minimum of 25 percent of the total park perimeter on a street.

REGIONAL PARK

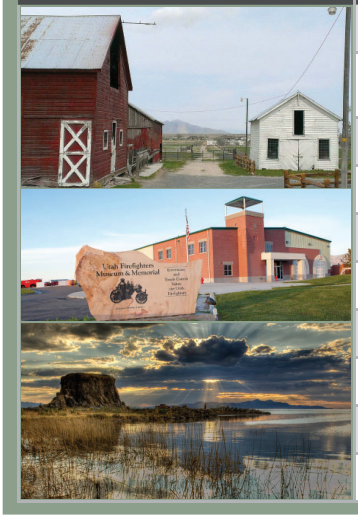


GENERAL CHARACTER
TYPE
Aesthetic, Recreation, Environment, Buffer
CLASSIFICATION
Public
LOCATION
Near Important Intersections, or Community / Civic Buildings
SIZE
11 – 100+ Acre
SPACING
Within 3 Miles of Each Residential Unit*

* Each residential unit should be within 1/4 mile of a pocket park, neighborhood park, or regional park.

- **Regional Park –** Regional parks are diverse in nature, serving a broader purpose than the neighborhood or pocket park. While there may be overlap in amenities within these park categories, the focus of a regional park is meeting regionally-based recreation, athletic, and open space needs. These parks should be centrally located within the greater region and should function as the recreational hub for the region. Regional parks should be connected to the region through multi-use pathways, trails, and streets with a minimum of 50 percent of the total park perimeter on a street.

SPECIAL USE



GENERAL CHARACTER
TYPE
Aesthetic, Recreation, Environment, Historic
CLASSIFICATION
Public, Private
LOCATION
Varies
SIZE
Varies
SPACING
N/A

- **Special Use –** This category covers a broad range of parks and recreation facilities oriented toward single purpose uses. Special uses generally fall into three categories: Historic/Cultural/Social Sites (ex. Historic areas, performing arts parks, arboretums, ornamental gardens, indoor theaters, churches, public buildings and amphitheaters). Recreation facilities (i.e., either specialized or single-purpose facilities) fall into this category, for example, community centers, senior centers, hockey arenas, golf courses, campgrounds, skate and water parks. Frequently, community buildings and recreational facilities are located within parks.

- **Community Garden –** Space programmed specifically for edible or ornamental gardening. Located in the center of a neighborhood to provide convenient and safe access. Oftentimes, community gardens may be included in pocket parks and parks. They are a valued asset in urban or higher intensity areas where residential yards are rare.

  Community orchards and vineyards may also be included in this category of open space as long as they are operated as a non-profit organization that provides produce to the local community and they are not a commercial or agricultural use. Appropriate irrigation sources must be provided, and the garden must be locally managed and maintained. Seasonal farmer's markets may occur in these spaces.

COMMUNITY GARDEN



GENERAL CHARACTER
TYPE
Aesthetic, Historic, Environment
CLASSIFICATION
Semi-Public, Private
LOCATION
Typically within Residential Communities
SIZE
Neighborhood Context Appropriate
SPACING
300+ Unit Communities, or Rural Communities

PASEO



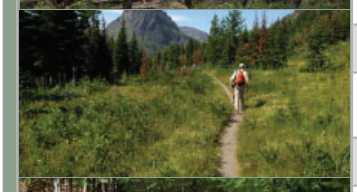


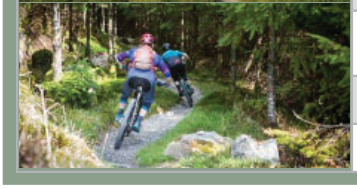
GENERAL CHARACTER
TYPE
Aesthetic, Connective Link
CLASSIFICATION
Public
LOCATION
Key Through-Blocks Connecting Adjacent Non-Homogeneous uses
SIZE
Minimum Width 15 FT
SPACING
N/A

- **Paseo –** Pedestrian passages or paseos are linear public community spaces that connect one street to another at through-block locations. Pedestrian passages create linkages through buildings or lots at designated locations. These pathways may provide direct pedestrian access to residential, commercial, office, or educational addresses. Pedestrian passages allow for social and commercial activity to spill into the public realm and should consist of a hardscape pathway with landscaped edges and must be connected to public paths or thoroughfares at both ends of the corridor.

TRAIL







GENERAL CHARACTER
TYPE
Aesthetic, Recreation, Historic, Connective Link
CLASSIFICATION
Public
LOCATION
Drainage and Canal Corridors**; and Natural Open Space Areas
SIZE
Minimum Clear Surface Width 6 FT
SPACING
N/A

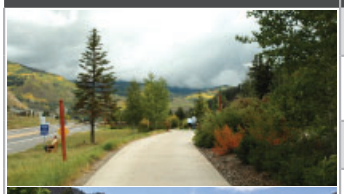
- **Trail –** A trail is an unimproved, or semi-improved, linear public transportation and recreation corridor that traverses more natural areas or connecting corridors. Trails could include pedestrians, bicyclists, and equestrian users. A trail provides an important place for active recreation and serves as the backbone for regional non-vehicular connectivity.

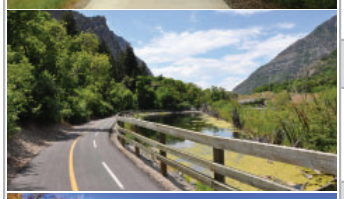
  Pedestrian amenities add to recreational opportunities, and may include drinking fountains, scenic viewpoints, fitness stations, bike repair stations, parks, and directional signs. These elements may be spread along the pathway or grouped in high use areas.

- **Multi-Use Path –** A multi-use path is an improved linear public transportation and recreation corridor that accommodates two or more users on the same, undivided pathway. Path users could include pedestrians, bicyclists, skaters, etc. A multi-use path frequently provides an important place for active recreation and creates a connection to regional paths and biking trails. Multi-use paths should be clearly defined with refined paving materials that provide for safe use and low maintenance.

  Pedestrian amenities add to recreational opportunities, and may include drinking fountains, scenic viewpoints, fitness stations, bike repair stations, and directional signs. These elements may be spread along the pathway or grouped in high use areas.

MULTI-USE PATH



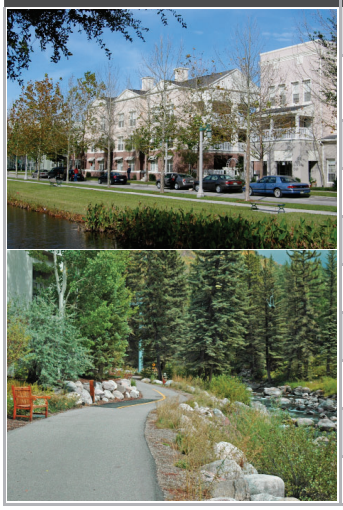




GENERAL CHARACTER
TYPE
Aesthetic, Recreation, Connective Link
CLASSIFICATION
Public, Private
LOCATION
Drainage, Canal, and Road Corridors**; and Between Open Spaces and Communities
SIZE
Minimum Paved Width 10 FT
SPACING
N/A

**All Drainage, Canal, and Major Road Corridors should contain a multi-use path or trail.

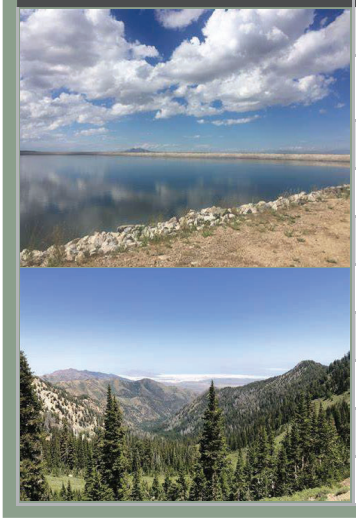
STREAM/RIVER CHANNEL OR CANAL



GENERAL CHARACTER
TYPE
Aesthetic, Recreation, Environment
CLASSIFICATION
Public, Private
LOCATION
Stream/River Channel or Canal
SIZE
N/A
SPACING
N/A

- **Stream/River Channel or Canal -** Linear space defined by a waterway. The space should serve as a pedestrian connection or recreational opportunity, enhancing adjacent property values. It can serve as a secondary connection to a natural open space or a greenway. Paths and trails that parallel a water course may also serve as maintenance easements, and serve to enhance, support, and connect other regional trail networks.

SENSITIVE LANDS



GENERAL CHARACTER
TYPE
Aesthetic, Recreation, Environment, Buffer
CLASSIFICATION
Public, Private
LOCATION
N/A
SIZE
N/A
SPACING
N/A

- **Natural Open Space & Greenway –** Natural open space or greenway areas may occur at the edges of the rural neighborhoods or serve as boundaries to development. These may be areas of hillsides, forests, rangelands, or agricultural land that lies outside of the development limits.

  Selection of an area for preservation may not be required by legislation or ordinance but may be preserved through formal open space or preservation easements or by definition within a development agreement. Trails or raised trails may occur in these areas with low impact paving materials so there is minimal disturbance to the existing landform and vegetated patterns. Developed trail heads at key locations may contain parking and other facilities to support recreational opportunities.

NATURAL OPEN SPACE & GREENWAYS



GENERAL CHARACTER
TYPE
Aesthetic, Recreation, Environment, Historic, Buffer
CLASSIFICATION
Public, Private
LOCATION
N/A
SIZE
N/A
SPACING
N/A

- **Sensitive Lands –** Sensitive Lands contain elements that can influence or limit development through physical or regulatory restrictions. The types of lands represented in this typology may include steep slopes, wetlands, critical habitats, stream corridors, ridgelines, and unique vegetation patterns. Non-physical, locational characteristics, such as critical viewsheds and highway corridor buffers, may also be factors that determine the extent of sensitive land designations. Additional elements may relate to historic or culturally significant landforms or existing development patterns or structures. Preservation of these areas in a natural state may be based on regulatory controls, cost controls or amenity-based strategies.

05

CAPITAL FACILITIES PLAN

"Any developed areas need to have the road structure to accommodate it...Housing developments need to take into account the impact on services, schools, roads, utilities, and infrastructure."

- SURVEY PARTICIPANT

Introduction & Background

This Capital Facilities Plan (CFP) covers the transportation, drinking water, sewer water, storm water, and preliminary geotechnical investigation of the West Bank and Northwest Area Master Development Plan (MDP). This chapter will cover the five subsection previously mentioned and provide detailed summaries of the facilities and infrastructure required for this development area. These capital facilities sections look at provided data of areas outside of the study's boundary for a universal view on how these facilities will complement existing and proposed City infrastructure.



Transportation

During the process of this MDP the City was completing the Transportation Master Plan for the existing City boundary. This MDP and CFP incorporated the information gathered for that process, and made modification and adjustments to create a unified network for the City and the study area.

Drinking Water

To accurately evaluate the hydraulics that result from a major trunkline network needed for the study, a hydraulic model was set up. The base model was created using the existing Grantsville system water model, provided by the City; a Digital Elevation Model (DEM) created by the JDE GIS department for the purpose of extracting spot elevations; and the Land Use Map created by the Psomas planning department. After creating the base model in ArcGIS Pro, the proposed water system's major trunkline network was modeled using the Innovyze InfoWater Pro Version 2023 program. This model allows for the evaluation of pressure zones, size pipes, locate pressure reducing valve (PRV) locations, optimize system layouts and configurations, test tank elevations and locations, and analyze different iterations of the system based on specific common scenarios. Due to the iterative nature of modeling, this software is extremely useful for providing a comprehensive, optimized view of the existing and future systems.

The existing system information was reviewed and used as the template for the future system to keep system components as uniform as possible. Because the existing system is already constructed and developed, it functions independently. Any changes made to the existing system are going to be more cost prohibitive than changes on undeveloped land and will upset existing users that are already a part of the system. To avoid user-upset and save on costs, the model planned for the existing and future systems to function separately. These considerations in the model will provide a high-functioning overall system while reducing the city's cost absorption to improve the existing water system.

The major road network proposed in this study was used as the skeletal structure to layout the trunkline network to future service areas. Because this is a feasibility study, this level of study did not require minor roads and developments to be modeled. To achieve system representation, junctions were strategically placed at the beginning, middle, and end of pipes; along major roads and intersections; and at other locations as necessary. Junctions were used to represent the nearby demand values based on the future land-use categories. The demand allocator tool within InfoWater was used to assign storage-demand data to the placed junctions, based on the nearest connection locations, and to associated land-use type assumed in the study's MDP.

Wastewater

The Wastewater Capital Facilities Plan (CFP) modeled the feasibility of expanding the West Bank area of Grantsville City. The expansion would involve the addition and development of 10,600 acres of land, characterized by a significant difference of 925 feet (ft) in elevation. The model assessed how the future sewer system could connect to the existing system and how the projected future land-use will influence the design of the new system.

The modeling efforts considered issues of land elevation, system connectivity, and projected land-use. This comprehensive approach aimed to facilitate the city's expansion while optimizing economic feasibility and efficiency of infrastructure development.

The model accounted for feasibility by allowing phased build-outs of the sewer system, rather than requiring the entire expansion be completed at once. A phased build-out refers to building smaller developments over time and developing the city utility systems just before the building of said developments. This allows impact fees to be commensurate with city expenses due to expansion and avoids furnishing facilities that are only at minimal capacity.

Due to the amount of land being developed, a phased build-out approach was taken in developing this model. Building in phases balances achieving the entire build-out and avoiding overextension of development. This gradual approach will enable a more cost-effective and economically viable expansion of the City, aligning with the City's needs for growth and development.

Storm Water

Grantsville City is located at the eastern base of the Stansbury Mountain Range and borders the south end of the Great Salt Lake. The terrain surrounding Grantsville slopes toward the Great Salt Lake in a northeastern-bound direction on the west side of the city and in a northern-bound direction on the south side of and through the city. This study looked at the watersheds that would affect the proposed West Bank area as seen in Figure 3.5. Project Area Basins.

The West Bank area of Grantsville was recently studied by FEMA and classified as an alluvial fan. These conditions result in water moving down the Stansbury Mountains and spreading out on the relatively flat landscape at the base of the mountains. The soil at the base of the mountain is mostly sand, gravel, silt, and clay, which naturally allows the water to spread out in braded stream networks and sheet flow conditions rather than staying in defined channels. As a result, FEMA draft mapping shows much of Grantsville in a Zone A flood zone as shown in Figure 3.6. FEMA Map Draft Base Level Engineering Results. These same conditions were also observed in this study and confirm FEMA's classification of the area as an alluvial fan. This report looked at design storms with standard 100-year return periods and 24-hour durations, often referred to as 100-year 24-hour storms.

The Capital Facilities Plan, prepared by Ensign Engineering in 2022, along with the Storm Water Management Study for Baker and Pope Watersheds Grantsville City and Tooele County, prepared by AQUA Engineering in 2015, were used as reference materials for this study. This study differentiates from the former studies with a more refined/updated analysis and the accommodation of the proposed developments. These differences are discussed in more detail within the body of this report.

As Grantsville continues to develop to the west, additional infrastructure should be constructed to handle flows from the upstream watersheds and to stabilize the alluvial nature of the drainage. This will provide additional protection to the proposed developments and existing City.

This study will look at two approaches for handling stormwater. The first aspect is controlling external flows, defined as flows originating outside the study boundary, primarily from the Stanbury Mountains. The external flows will be captured by cutoff channels and directed to debris/detention basins to reduce peak flows through or around Grantsville. The second aspect is controlling internal flows, defined as drainage within the study boundary. Criteria defined in the Capital Facilities Plan (CFP) prepared by Ensign Engineering and recommendations provided in this study will require developments to manage and attenuate storm water that falls within the development and discharge as needed to defined channels.

Geotechnical

This report is intended to be preparatory, or preliminary study and should not be used for final design. It is intended to provide a high-level assessment of the geotechnical conditions that could impact future development of areas included in the proposed Grantsville West Bank study area. A more in-depth site investigation, with additional borings and engineering analysis, should be completed for the design of any new development in the area.

A seismic site evaluation is not included within this report, but one should be performed for any future projects. The conclusions and recommendations presented in this report are based on the data acquired and analyzed during this study, our engineering analysis, and on prudent engineering judgment and experience. This study does not include an assessment of potentially toxic or hazardous materials that may be present on or beneath the site. As mentioned previously, this report should not be used for final design and a thorough geotechnical investigation and geotechnical engineering analysis will be needed for each development project and street construction.

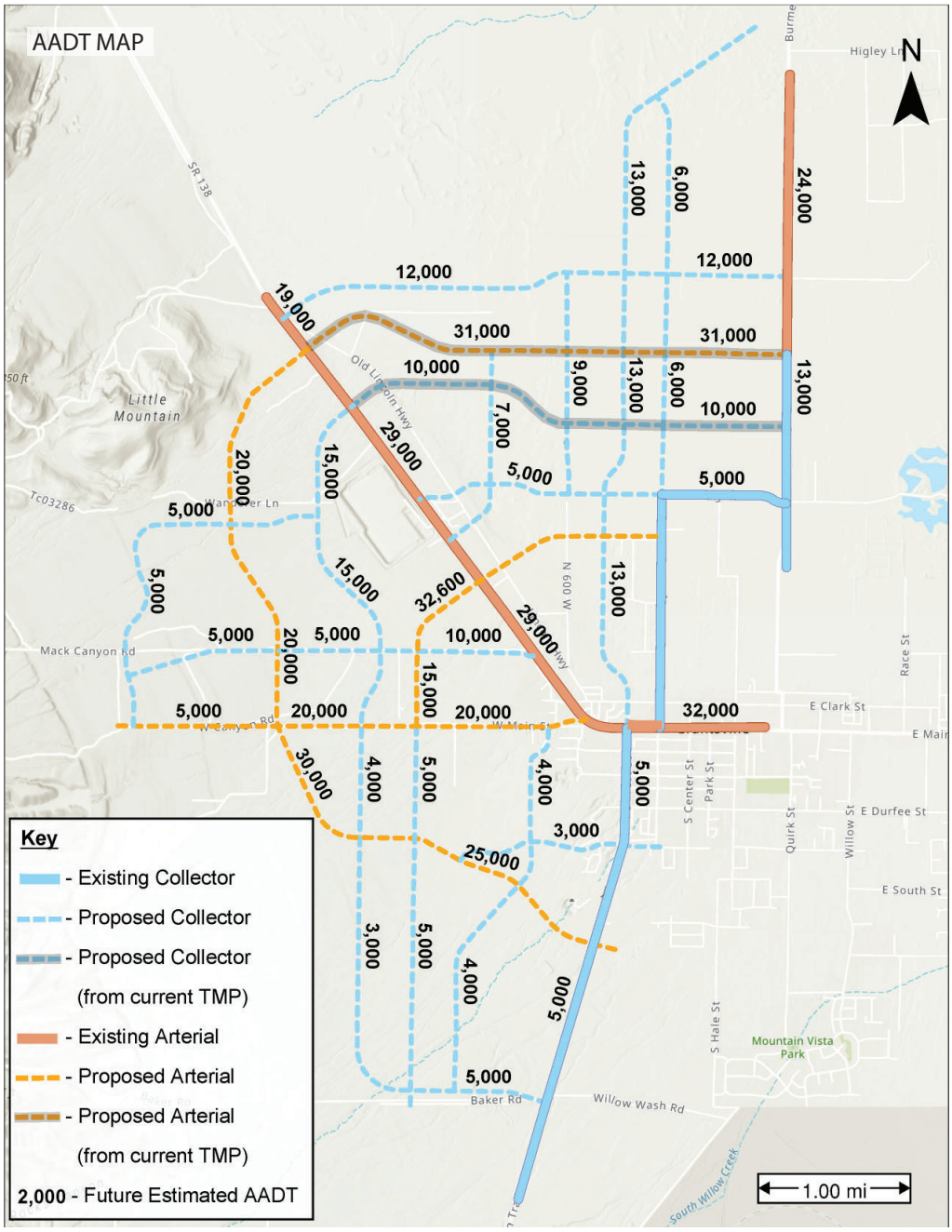
Pertinent geologic and geotechnical literature pertaining to the area and other project information was reviewed. The literature included various publications and maps issued by the United States Geological Survey (USGS) and Utah Geologic Survey (UGS). Details of the findings from the geologic and geotechnical literature will be discussed in the subsequent sections.

Transportation

Annual Average Daily Traffic (AADT)

The projected future AADTs completed for this study were based on the land uses and roadway network shown in the Grantsville West Bank Master Development Plan Preferred Concept Plan.

Trip generation rates published in the Institute of Transportation Engineers (ITE) Trip Generation,11th Edition were used to calculate the number of daily trips generated by each area in the Preferred Concept. These trips were assigned to the roadway network based on local and regional trip attractions. Trip attractions include commercial and employment areas both inside and outside the study area. Trips were assigned to roadways designated as collectors or arterials in this plan and in the Grantsville Transportation Master Plan (TMP) (August 2022).

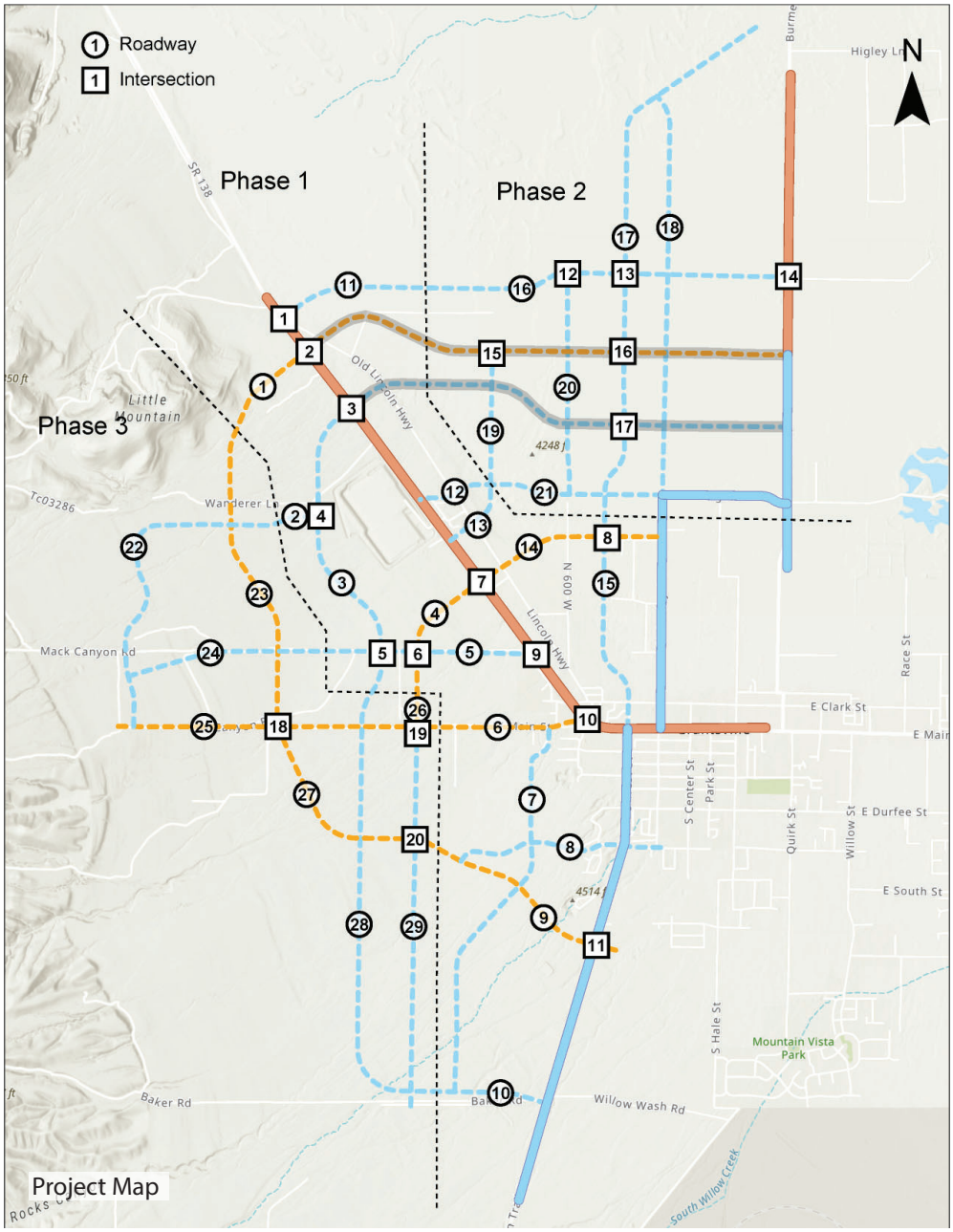


Functional Classification

The functional classification of each roadway shown in the Preferred Concept was designated based on functional classifications established in the Grantsville TMP and following the ITE guideline that arterial roads should be spaced approximately one mile apart.

Roadways in the Preferred Concept that coincide with arterial roadways in the Grantsville TMP were designated as arterials. Roadways in the Preferred Concept that were extensions of arterial roadways in the Grantsville TMP were also designated as arterials.

Additional roadways in the Preferred Concept were designated as arterials such that the ITE recommended arterial spacing of one mile would be met where possible. All other roadways in the figure were designated as collectors.



Future Projects

New roadways that will need to be constructed in the Grantsville West Bank area were identified in the attached figure, and a brief description and cost estimate has been provided in the attached tables. The roadway sizes (number of lanes) were determined using the LOS thresholds for ADT outlined in Table 3 and Table 4 in the Grantsville TMP for arterial and collector streets. Streets were sized such that with future 2050 AADTs the roadways would operate at LOS D or better.

Intersection projects were identified considering the functional classification and AADT of each roadway and the combined 2050 AADT of each intersection.

Any intersection of two arterial roadways, any intersection of an arterial roadway and a collector roadway with a future 2050 AADT of more than 5,000, or any intersection where the combined 2050 AADT would be greater than 55,000 was identified as a location for a future traffic signal. Intersections with a combined 2050 AADT between 25,000 and 55,000 was identified as a location for a future dual-lane roundabout. Intersections with a combined 2050 AADT of 25,000 or less were identified as locations for future single-lane roundabouts. Intersections with a combined 2050 AADT of less than 15,000 or with one or more legs with a future 2050 AADT of less than 5,000 were not identified as locations for future traffic signals or roundabouts and were assumed to be stop-controlled.

Future Roadway Projects

Project Number	Description	Improvement Scope	Proposed	Length (ft)	Right of Way	Design and Construction	Total
Phase #1 (2023-2033)							
1	New Arterial	New Roadway	5	4230	$6,479,514	$13,156,990	$19,636,504
2	New Collector	New Roadway	3	1700	$2,181,780	$3,807,230	$5,989,010
3	New Collector	New Roadway	3	12100	$15,529,140	$27,098,519	$42,627,659
4	New Arterial	New Roadway	5	5310	$8,133,858	$16,516,222	$24,650,080
5	New Collector	New Roadway	3	8040	$10,318,536	$18,005,958	$28,324,494
6	New Arterial	New Roadway	5	5450	$8,348,310	$16,951,678	$25,299,988
7	New Collector	New Roadway	3	14950	$19,186,830	$33,481,228	$52,668,058
8	New Collector	New Roadway	3	7650	$9,818,010	$17,132,535	$26,950,545
9	New Arterial	New Roadway	5	7980	$12,223,764	$24,820,989	$37,044,753
10	New Collector	New Roadway	3	4240	$5,441,616	$9,495,679	$14,937,295
11	New Collector	New Roadway	3	5850	$7,507,890	$13,101,350	$20,609,240
12	New Collector	New Roadway	3	2870	$3,683,358	$6,427,500	$10,110,858
13	New Collector	New Roadway	3	2770	$3,555,018	$6,203,545	$9,758,563
14	New Arterial	New Roadway	5	7300	$11,182,140	$22,705,917	$33,888,057
15	New Collector	New Roadway	3	8270	$10,613,718	$18,521,054	$29,134,772
							$381,629,876
Phase #2 (2033-2040)							
16	New Collector	New Roadway	3	13020	$26,517,834	$46,273,910	$33,238,239
17	New Collector	New Roadway	3	19070	$38,839,869	$67,775,995	$48,683,043
18	New Collector	New Roadway	3	15050	$30,652,335	$53,488,659	$38,420,545
19	New Collector	New Roadway	3	5010	$10,203,867	$17,805,859	$12,789,829
20	New Collector	New Roadway	3	8320	$16,945,344	$29,569,810	$21,239,796
21	New Collector	New Roadway	3	6630	$13,503,321	$23,563,442	$16,925,463
							$171,296,915
Phase #3 (2040-2050)							
22	New Collector	New Roadway	3	12760	$44,025,828	$76,825,550	$32,574,495
23	New Arterial	New Roadway	5	11440	$47,111,064	$95,661,465	$38,483,162
24	New Collector	New Roadway	3	7550	$26,049,765	$45,457,124	$19,274,094
25	New Arterial	New Roadway	5	12310	$50,693,811	$102,936,420	$41,409,766
26	New Arterial	New Roadway	5	1160	$4,776,996	$9,699,939	$3,902,139
27	New Arterial	New Roadway	5	8590	$35,374,479	$71,829,719	$28,896,010
28	New Collector	New Roadway	3	17230	$59,448,669	$103,738,576	$43,985,780
29	New Collector	New Roadway	3	14280	$49,270,284	$85,977,183	$36,454,843
							$244,980,289

Future Intersection Projects				
Project Number	**Description**	**Responsibility**	**Improvement Scope**	**Estimated Cost**
Phase #1 (2023-2033)				
1	New Collector / Main St	UDOT	New Signal	$483,000
2	New Arterial / Main St	UDOT	New Signal	$517,500
3	New Collector / Main St	UDOT	New Signal	$483,000
4	New Collector / New Collector	City	New Roundabout (1-Lane)	$1,559,578
5	New Collector / New Collector	City	New Roundabout (1-Lane)	$1,559,578
6	New Arterial / New Arterial / New Collector	City	New Signal	$483,000
7	New Arterial / Main St	UDOT	New Signal	$517,500
8	New Arterial / New Collector	City	New Signal	$483,000
9	New Collector / Main St	UDOT	New Signal	$483,000
10	New Arterial / Main St	UDOT	New Signal	$517,500
11	Nygreen St / Mormon Trail Rd	City	New Signal	$517,500
				$7,601,156
Phase #2 (2033-2040)				
12	New Collector / New Collector	City	New Roundabout (1-Lane)	$2,474,982
13	New Collector / New Collector	City	New Roundabout (1-Lane)	$2,474,982
14	New Collector / Burmester Rd	City	New Signal	$766,500
15	New Collector / New Arterial	City	New Signal	$766,500
16	New Collector / New Arterial	City	New Signal	$766,500
17	New Collector / New Collector	City	New Roundabout (2-Lane)	$3,268,418
				$10,517,882
Phase #3 (2040-2050)				
18	New Arterial / New Arterial	City	New Signal	$1,391,250
19	New Arterial / New Arterial	City	New Signal	$1,391,250
20	New Arterial / New Collector	City	New Signal	$1,391,250
				$4,173,750

AGENDA ITEM #12

Report from City Council.

AGENDA ITEM #13

Adjourn.