

August 1, 2024
Planning Commission
Regular Meeting
Information Packet

PUBLIC NOTICE

The Grantsville City Planning Commission will hold a Regular Meeting at 7:00 p.m. on Thursday, August 1, 2024 at 429 East Main Street, Grantsville, UT 84029. The agenda is as follows:

ROLL CALL

PLEDGE OF ALLEGIANCE

PUBLIC HEARING

a) Proposed conditional use permit for Raven Management LLC to allow Multi-Family Housing in the form of two (2) fourplexes, located at 268 N. Hale St., in the RM-7 zone.
b) Proposed amendment to the Grantsville City Land Use and Management Code Chapter 15 (Residential and Multiple Residential Districts) to modify the front yard setback from 40 feet to 30 feet, and the minimum frontage from 70 feet to 60 feet.
c) Proposed amendments to the Capital Facilities Plans (CFPs), Impact Fee Facilities Plans (IFFPs), and Impact Fee Analyses (IFAs) for Grantsville City.

AGENDA

1. Consideration of the proposed conditional use permit for Savannah Bushman to own and operate Safe Harbor, a Sober Living Home, located at 119 N. Waterhole Way in the RM-7 zone.
2. Discussion of the proposed conditional use permit for Raven Management LLC to allow Multi-Family Housing in the form of two (2) fourplexes, located at 268 N. Hale St., in the RM-7 zone.
3. Consideration of the proposed plat amendment to lots 601 and 602 in the Cherry Grove subdivision, making them into two buildable lots.
4. Consideration of the proposed plat amendment to parcel A in the Cherry Grove subdivision.
5. Discussion of the proposed Master Development Agreement for The Estates at Twenty Wells PUD, located on SR112.
6. Consideration of the proposed Master Development Agreement for Desert Edge Residential Development, located on Old Lincoln Highway.
7. Consideration of the proposed amendments to the Capital Facilities Plans (CFPs), Impact Fee Facilities Plans (IFFPs), and Impact Fee Analyses (IFAs) for Grantsville City.
8. Discussion of the proposed amendment to the Grantsville City Land Use and Management Code Chapter 15 (Residential and Multiple Residential Districts) to modify the front yard setback from 40 feet to 30 feet, and the minimum frontage from 70 feet to 60 feet.
9. Discussion of the Mixed Use (MU) District.
10. Approval of minutes from the June 6, 2024 Planning Commission Regular Meeting.
11. Approval of minutes from the July 9, 2024 Planning Commission Regular Meeting.
12. Approval of minutes from the July 18, 2024 Planning Commission Work Meeting.
13. Approval of minutes from the July 18, 2024 Planning Commission Regular Meeting.
14. Report from Zoning Administrator.
15. Open Forum for Planning Commissioners.
16. Report from City Council.
17. Adjourn.

Shelby Moore
Zoning Administrator
Grantsville City Community and Economic Development

CERTIFICATE OF POSTING: This agenda was posted on the Grantsville City Hall Notice Boards, the State Public Notice website at www.utah.gov/pmn/index.html, and the Grantsville City website at www.grantsvilleut.gov. Notification was sent to the Tooele Transcript Bulletin.

Join Zoom Meeting
https://us02web.zoom.us/j/84863866802
Meeting ID: 848 6386 6802

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CANCELLED

Grantsville City Planning Commission

August 1, 2024
Public Hearing

Proposed amendment to the Grantsville City Land Use and Management Code Chapter 14 (Multiple Use, Agriculture and Rural Residential Districts) to modify the maximum building height.

Notice is hereby given that in accordance with the provisions of Section §10-9A-205 and §10-9a-502 of the Utah Code, the Grantsville Planning Commission will hold a discussion and public hearing on **August 1, 2024 at 7:00 p.m.** at Grantsville City Hall. The meeting will also be broadcast on Zoom. The discussion, public hearing and meeting are to receive public input and consider action on the **Public Hearing of the proposed amendment to the Grantsville City Land Use and Management Code Chapter 14 (Multiple Use, Agriculture and Rural Residential Districts) to modify the maximum building height** and make a recommendation to the City Council.

You can view a copy of the agenda and packet online by 5:00pm on July 26, 2024 at the link below:
https://grantsvilleut.gov/departments/community___economic_development/planning_commission.php

Or by emailing jbassett@grantsvilleut.gov. All comments and concerns need to be sent in writing through email or mail and received no later than 12:00pm on August 1, 2024.

Dated this 16th day of July, 2024

BY ORDER OF THE GRANTSVILLE PLANNING COMMISSION

Shelby Moore
Zoning Administrator

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Grantsville City Planning Commission

August 1, 2024
Public Hearing

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Zoning Administrator

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July 25, 2024

Grantsville City Planning Commission

Re: Raven Management LLC

Conditional Use Permit for 2 fourplexes

We as the Hale Street home owners are opposed to this permit and any others that would be considered in the future. This is an agricultural area with single family homes and dwellings. This will disrupt our way of life. We have small children in the area, children riding bikes, playing in the street and that doesn't include livestock on our county road or horse riders, pedestrian traffic, dog walkers, joggers and families walking the road. High density housing it not what anyone of us want and is not zoned that for a reason. The road is too narrow, there are no storm drains for the contaminates associated with high density housing. These contaminates could affect our livestock, ranches and farms.

The fourplexes are on a small lot 1.1 acres which would make this high density housing. The architecture is modern and would stand out like a sore thumb in our neighborhood. The parking is inadequate for the number of units and will use the area between the road and the fourplexes for parking. Should there be visitor's they will be parking up and down the street in front of our homes. The road is barely wide enough to accommodate a horse trailer and another vehicle passing each other. The farm equipment and large trucks would have difficulty navigating this area.

WE ALL LIVE north of main street for the country lifestyle. Please do not approve this conditional use permit.

Petition

STOP Raven Management LLC from building (2) fourplexes at 268 N Hale St, Grantville, Ut on a 1.10 acre lot.

They are requesting a conditional use permit at the City council meeting on 8-1-24 at 7:00pm.

If you do not want 2 fourplexes in our neighborhood, please sign below:

Name	Address	Signature	Phone Number
Theresa Sprouse	280 N. Hale St	THERESA Sprous	[redacted]
TERRY LEARY	280 N Hale St		[redacted]
Brad Leary	286 N Hale St		[redacted]
Butch PEASNALL	283 N HALE	Butch Peasnall	[redacted]
Benora Peasnall	283 N Hale	B. Peasnall	[redacted]
Josh Childs	264 N. Chickadee Ln.		[redacted]
Camille Childs	264 N Chickadee Ln		[redacted]
MILLIE ESPINOSA	197 N HALE St		[redacted]
Mildred Russell	227 N Hale St		[redacted]
Kelley Russell	227 N Hale St		[redacted]
Colton Haws	~~236~~ 237 N Hale St		[redacted]
Stormy Haws	237 N Hale Street		[redacted]
Cody Wade	247 N Hale St		[redacted]
Erin Wade	247 N Hale St.		[redacted]
Brad Haynes	253 N Hale St		[redacted]
[illegible]	253 N Hale St		[redacted]
Annette Haynes	259 N Hale St.		[redacted]
Heidi Jacobsen	271 N. Hale St		[redacted]
Brandon R. Jacobsen	291 N. Hale St.		[redacted]
Dieter Wachtel	450 No Hale.		[redacted]
Brandy Sloan	391 No Hale		[redacted]
Linda Sloan	391 N. Hale St		[redacted]
Craig Rost	473 N HALE		[redacted]
Darrin And Karen Allred	387 N Hale		[redacted]
Stacy Unger	479 No Hale St.		[redacted]
Laurie Hurst	500 N Hale		[redacted]
Linda Batterman	5 E Cottonwood St		[redacted]
Megan [illegible]	200 [illegible]		[redacted]
[illegible]	195 N. Cliffside		[redacted]
Dale Erickson	526 N. Hale St.		[redacted]
George Alan Erickson	526 N Hale St		[redacted]
Mor Farley	841 N Hale St		[redacted]

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Name	Address	Phone Number
Ben Allen	807 Pheasant Run Ln.	[redacted]
Colleen Brennan	512 N Hale St	[redacted]
Brent Conel Brennan	512 N Hale St.	
Tammy Leary	286 N. Hale St.	
CLINT LEARY	286 N. HALE ST	
Kellie Williams	463 N Hale St	
Vern Williams	463 N Hale St	
Rodney Ruby	518 N Hale ST	
Laura Chukwuma	274. N. Hale St.	
Heather Chukwuma	274 N Hale St	
Ashley McCorkle	443 N hale	
Carle Young	4 N hale	
Heather Kunz	270 n Chiekezie Lane	
Clayton Shaffer		
Shanthil Stewart		
Matthew Crook	325 N Hale	
Isaretta Vernon	146 Hale ST	
Vanessa Knickerbaker	151 Hale St.	
Deloris Mortensen	451 E North St.	
[illegible]	451 E North St	
[illegible]	454 N Hale ST	
Jackie Williams	454 N Hale St	
[illegible]	5 WEST CLARK	
[illegible]	5 West Clark St	
[illegible]	165 NORTH HALE ST	
[illegible]	10 W Clark st	
[illegible]	10 W Clark st	
James Cappo	155 N Hale ST.	[redacted]
Sierra Cappo	155 N. Hale St.	[redacted]
Heidi Curtis Mace	36 W Clark St	[redacted]
Spencer Ostler	79 N Hale St	

Petition

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They are requesting a conditional use permit at the City council meeting on 8-1-24 at 7:00pm.

If you do not want 2 fourplexes in our neighborhood, please sign below:

Name	Address	Phone Number
Lindsey Osler	79 N Hale st	[redacted]
Valerie Speed	141 E North st Vels	
Jason Cardenas	156 EAST North ST.	
[illegible]	136 East North st.	
[illegible]	1/2 E North St	
Justin Castaneda	335 North Buchanan RD.	
Brent Mathews	15 So Center	

Grantsville City Planning Commission

August 1, 2024
Public Hearing

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Dated this 16th day of July, 2024

BY ORDER OF THE GRANTSVILLE PLANNING COMMISSION

Shelby Moore
Zoning Administrator

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Grantsville City Planning Commission

August 1, 2024
Public Hearing

Proposed conditional use permit for Raven Management LLC to allow Multi-Family Housing in the form of two (2) fourplexes, located at 268 N. Hale St., in the RM-7 zone.

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Dated this 17th day of July, 2024

BY ORDER OF THE GRANTSVILLE PLANNING COMMISSION

Shelby Moore
Zoning Administrator

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AGENDA ITEM #1

Consideration of the proposed conditional use permit for Savannah Bushman to own and operate Safe Harbor, a Sober Living Home, located at 119 N. Waterhole Way in the RM-7 zone.

Conditional Use Permit – Commercial Application

Date: 04/11/2024

Developer / Engineer

Developer Name:	Savannah Bushman	Engineer Name:	
Address:	119 N. Waterhole Way	Address:	
City, State, Zip:	Grantsville, UT 84029	City, State, Zip:	
Phone:	[redacted]	Phone:	
Email:	[redacted]	Email:	

Owner Information

Owner Name:	Michael Jason Bushman	Phone:	[redacted]
Address:	119 N. Waterhole Way	Email:	[redacted]
City, State, Zip:	Grantsville, UT 84029		

Location

Contact Type:	Developer	Development:	Safe Harbor
Permit Type:	Conditional Use Permit – Commercial	# of Acres:	.16
		Total Lots:	1
Development Type:		Lot Sizes:	.16
Site Address:	119 N. Waterhole Way	Current Zoning:	RM-7
City, State, Zip:	Grantsville, UT 84029		
Site Parcel #:	12-110-0-0072		

Project Description: Conditional Use Permit for Sober Living Home in RM-7 zoning designation. See attachments for further details.

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.

Online Application	04/11/2024
Name	Date

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

Staff Report Summary for Savannah Bushman
To own and operate Safe Harbor Sober Living Home

Applicant Name: Savannah Bushman
Request: To operate Sober living home
Address: 119 N. Waterhole Way
Prepared By: Shelby Moore

Meeting Date: August 1st, 2024
Public Hearing Date: July 18th, 2024
Zone: RM-7

Planning Staff Explanation: Consideration for Savannah Bushman to own and operate Safe Harbor Sober Living Home.

Application Proposal

"Description of Business:

Our Sober Living Home in Grantsville, Tooele County, provides a supportive and safe environment for individuals in addiction recovery. In a region plagued by easy access to drugs and limited recovery resources, our facility aims to be a beacon of hope for those seeking to reclaim their lives from the grips of addiction.

Our primary purpose is to offer individuals the opportunity to transition from addiction to sobriety in a structured and compassionate setting. We understand that addiction affects not only the individual but also their families and communities. Therefore, our mission extends beyond individual recovery to fostering healing and reconnection within families.

Key Objectives:

1. Safe Haven for Recovery: We provide a sanctuary where individuals can focus on their recovery journey without the temptations and triggers present in their previous environments. Our sober living home offers a drug-free space where residents can rebuild their lives with the support of peers and professional staff.

2. Community Integration: We aim to facilitate the reintegration of individuals into society as productive and responsible citizens. Through structured programs and supportive services,

residents learn essential life skills, cultivate healthy habits, and establish positive relationships within the community.

3. Holistic Healing: Recognizing that addiction is a complex and multifaceted issue, our approach to recovery is holistic. We address the physical, mental, emotional, and spiritual aspects of addiction through comprehensive treatment plans tailored to each resident's unique needs.

4. Family Reunification: Addiction often strains relationships and fractures families. Our sober living home endeavors to heal these wounds by providing opportunities for families to reconnect and rebuild trust. We offer family counseling sessions, educational workshops, and support groups to help mend familial bonds and foster a supportive environment for long-term recovery.

5. Community Safety: We are committed to maintaining a safe and secure environment for all residents and staff. As such, we have strict admission criteria and do not accept individuals with violent or sex offense histories. Our facility is staffed 24/7, and we enforce policies to ensure accountability and compliance with program requirements, including drug testing and active participation in recovery activities or employment.

In summary, our Sober Living Home in Grantsville stands as a beacon of hope and transformation for individuals seeking to break free from the cycle of addiction. By providing a supportive community, holistic healing approaches, and a commitment to family reunification and community safety, we aim to empower individuals to reclaim their lives and thrive in sobriety."

City Code from Chapter 8 states:

8.5 Transitional Treatment Homes

(1) The purpose of this chapter is to permit the establishment of transitional treatment homes for the disabled subject to licensing procedures and, where appropriate, conditional use standards. No transitional treatment home for the disabled, shall be established, operated or maintained within the City without a valid license issued by the Board of Health.

(2) Small transitional treatment homes (four to six residents) may be allowed as a conditional use permit in the RM-7, and RM-1 1 zoning districts, provided that no small group home shall be located within eight hundred feet of another transitional treatment home or a group home.

and:

8.4 Group Homes

(1) The purpose of this chapter is to permit the establishment of group homes for the disabled subject to licensing procedures and, where appropriate, conditional use standards. No group home for the disabled, shall be established, operated or maintained within the City without a valid license issued by the Board of Health.

(2) Small group homes (four to six residents) shall be permitted upon the issuance of a license in the RR-5, RR-1, R1-1 0, R1-12, RM-7, and RM-1 1 zoning districts, provided that no small group home shall be located within eight hundred feet of another group home or a transitional treatment home.

(3) Large group homes (seven or more residents) may be permitted by conditional use permit upon the issuance of a license in the RM-7 and RM-1 1 zoning districts provided that no large group home shall be located within eight hundred feet of another group home or a transitional treatment home.

State Definitions 35A-5-302.

https://le.utah.gov/xcode/Title35A/Chapter5/35A-5-S302.html

Conditions and Conclusions

Conclusions:

From what I can see and from our experience with "Beacon House", this facility is intended to temporarily house individuals who are recovering from addiction for 6-12 months. They usually have a live-in manager and have professionals visit daily for support. The number of residents they are requesting is limited by how much space they have, size of bedrooms, etc. in the state code, but ambiguous in our code.

It is at the Planning Commission discretion to determine if the Safe Harbor Sober Living Home Conditional Use Permit will be allow is the RM-7 zone located at 119 N. Waterhole Way.

8.7 Municipal Ordinances Governing Residential Facilities for Handicapped Persons

(1) The purpose of this chapter is to establish that a residential facility for handicapped persons shall be:

(a) Consistent with existing zoning of the desired location;

(b) Be occupied on a 24-hour-per-day basis by eight or fewer handicapped persons in a family-type arrangement under the supervision of a house family or manager; and

(c) Conform with applicable standards of the Department of Human Services and be operated by or operated under contract with that department.

(2) A residential facility for handicapped persons is a permitted use in any area where residential dwellings are allowed, except an area zoned exclusively single-family dwellings. Upon application for a building permit to establish a residential facility for handicapped persons in any area where residential dwellings are allowed, except an area zoned to permit exclusively single-family dwellings, Grantsville City may decide only whether or not the residential facility for elderly persons conform to ordinances adopted by Grantsville City under this part. The building permit process shall require that:

(a) The facility meet all applicable building, safety, zoning, and health ordinances applicable to similar dwellings;

(b) The operator of the facility provide assurances that the residents of the facility will be properly supervised on a 24-hour basis;

(c) The operator of the facility establish a municipal advisory committee through which all complaints and concerns of neighbors may be addressed;

(d) The operator of the facility provide adequate off-street parking space as is required in Chapter 6 of this code;

(e) The facility be capable of use as a residential facility for handicapped persons without structural or landscaping alterations that would change the structure's residential character;

(f) No residential facility for handicapped persons be established within three-quarters mile of another residential facility for handicapped persons;

(g) No person being treated for alcoholism or drug abuse be placed in a residential facility for handicapped persons;

(h) No person who is violent be placed in a residential facility for handicapped persons; and

(i) Placement in a residential facility for handicapped persons be on a strictly voluntary basis and not a part of, or in lieu of, confinement, rehabilitation, or treatment in a correctional facility.

(3) Subject to granting of a conditional use permit, a residential facility for handicapped persons shall be allowed in any municipal zoning district that is zoned to permit exclusively single-family use. Subject to granting of a conditional use permit the Planning Commission shall be assured that:

(a) No person who is being treated for alcoholism or drug abuse may be placed in a residential facility for handicapped persons;

(b) No person who is violent may be placed in a residential facility for handicapped persons; and

(c) Placement in a residential facility for handicapped persons shall be on a strictly voluntary basis and may not be a part of, or in lieu of, confinement, rehabilitation, or treatment in a correctional institution.

(d) Conforms to all applicable health, safety, zoning, and building codes;

(e) is capable of use as a residential facility for handicapped persons without structural or landscaping alterations that would change the structure's residential character; and

(f) No residential facility for handicapped persons be established within three-quarters mile of another existing residential facility for handicapped persons.

Business Details

Business Type

A. Transitional Treatment Home, Large Group Home
B. (3) Large group homes (seven or more residents) may be permitted by conditional use permit in the RM-7 and RM-1 1 zoning districts provided that no large group home shall be located within eight hundred feet of another group home or a transitional treatment home.

Total number of people expected at the property at one time:

A. 9 individuals- 7 clients, 2 staff

B. Top Floor Bedroom #1 (Master bedroom): 13ft x 11ft 6in

- 2 people

A. Top Floor Bedroom #2: 10ft x 11ft 4in

- 1 person

A. Top Floor Bedroom #3: 8ft 11in x 10ft 2in

- 1 person

A. Basement Bedroom #4: 9ft 4in x 19ft

- 2 people

A. Basement Bedroom #5: 9ft 4in x 12ft

- 1 person

Number and list of individuals who will be working on the business:

A. 1 or 2 individuals

B. The applicant and her husband (property owners) will not be living in the home.

Number of clients expected:

C. 7 clients

Expected hours of operation:

D. 24/7

Presence of other group homes or transitional homes within 800 feet:

E. No, the nearest other one is approximately 3 miles away.

A written and signed letter from the recorded owner of the property, Michael Jason Bushman, stating his acknowledgment and consent for this application and use of the property:

F. Please see Michael's letter attached.

Actual dimensions of the subject property:

G. Lot size: 6,969 sq ft

H. Living area: 2,900 sq ft

Parking spaces:

I. Residents typically won't have vehicles, but if there are any, there will be 1 or 2 at most. So, there's provision for 4 or 5 parking spaces.

Safety curbs:

J. Please see the attached pictures for safety curb details.

Location of trash receptacles:

K. Trash receptacles are located on the left side of the house. (Please refer to the attached pictures for precise location.)

Drainage features and environmental features:

L. Please refer to the attached pictures for details on drainage and environmental features.

In pictures you will find:

A. Curb
B. Driveway
C. Side drive way Camper will not be there.
D. You will see next the house the trash cans
E. in front of the house left side Mail box
F. Left side of the front yard is a tree and behind you will see a gate
G. Front door
H. driveway
I. Grass in front with rocks lines up along the house

Drawn out by Michael you will find a picture of SQFT of each bedroom, Bathroom, room, living room, office, back yard, side yard, all exits and doors.

Q & A

1) Will the current homeowners still be occupying the residence?

A. No, the current home owners will not continue to occupy the home. The only individuals that would live there would be the clients.

2) How many occupants will be allowed to live there?

B. Based on the square footage of the bedrooms provided, a maximum of 7 people would be allowed to live at the home. Two bedrooms that would allow up to 2 people, and three bedrooms that would allow only 1 person.

3) Will there be any staff onsite?

C. There will be 1-2 staff members on site at all times.

4) What are the parameters on who will be allowed to live there?

D. The applicant has stated the following: "Community Safety: We are committed to maintaining a safe and secure environment for all residents and staff. As such, we have strict admission criteria and do not accept individuals with violent or sex offense histories. Our facility is staffed 24/7, and we enforce policies to ensure accountability and compliance with program requirements, including drug testing and active participation in recovery activities or employment."

5) What level of background history/ crime history will be accepted? Will Narcan be required to be on sight at all times?

E. Please see the answer to number 4, above.
F. Yes, Narcan will be available on site at all times.

6) Will this be peer run, monitored, supervised or integrated?

A. Based on the application, it appears that the facility would take an integrated approach to this. They state that residents will have the support of peers and professional staff, structured programs and supportive services, family counseling sessions, educational workshops, and support groups.

7) Will the director overseeing the home have their social services license?

B. A social services license is not required to operate a sober living home in the state of Utah. This type of facility is classified as a "Sober Living" means a residential dwelling that is operated pursuant to a program designed to provide a stable environment of clean and sober living conditions for individuals who are recovering from alcohol and/or drug addiction who do not require twenty-four hour supervision or therapeutic services on the premises.

8) How often will there be check-ins?

C. We will have a live-in house manager who will conduct regular check-ins, including administering urine analyses (UAs) and ensuring the house remains clean. The owners will also check in frequently.

9) What regulations is Grantsville City going to put into place for this house?

D. These are the conditions Staff is recommending if this permit is approved:
    - Persons must abide by the processes and procedures of Safe Harbor to reside in the home.
    - No sex offenders or persons on the sex offender registry may reside in the home.
    - No persons convicted of a violent offence as defined per the Utah State criminal stature or convicted of domestic violence may reside in the home.
    - This group home must be operated as a State licensed facility. (62A-2-108)
    - Install and maintain a 6-foot solid privacy feet around the back yard area.
    - Use and maintain a 24-hour surveillance system.
    - Maintain a linked smoke alarm detection system.
    - Pass a yearly inspection of the following types: Health inspection, State licensing inspection, and fire inspection.
    - No more than two (2) people per bedroom as per state code, with no more than one (1) person in bedrooms with less than 120 square feet.
    - This Conditional Use Permit should be reviewed in 6 months from the date of approval.
    - Any complaints received by Grantsville City may require a review of this Conditional Use Permit, which may result in revocation.

E. These have been discussed with the applicant, and they are prepared to meet these conditions.

10) Will the tenants of the house have already been sober for a certain amount of time?

A. Yes, tenants will have successfully completed an intensive inpatient program and have substantial clean time.

11) Will the tenants be required to be in a program?

B. Tenants will be required to follow all house policies and guidelines, including court orders and AP&P rules. Random UAs will be conducted. If a tenant refuses a UA or tests positive, they will be asked to leave. The house will also have 24-hour surveillance.

12) How will tenants be getting to their programs?

C. Tenants will use personal transportation or on-demand services provided by UTA.

13) Are there going to be doctors on site?

D. No, there is no requirement for a doctor to be on site. This is a residential home, not a treatment center. It is intended for individuals who have already completed their programs, have jobs, and need a safe place to reintegrate into society.

14) Who will be taking on the financial burdens?

E. There will be no external financial burden; the tenants will cover their own costs

15) What will this do to the neighborhood property value and taxes?

F. I am not sure of the impact this proposal would have on the neighborhood's property value and taxes. It is possible that it could affect it, but I cannot say for sure either way.

16) How/who will be funding this?

G. The tenants will fund their own stay.

17) What level of housing is being looked at?

H. This is a women's sober living facility. Our goal is to help women reconnect with their children and build healthy life skills while providing a safe and sober environment.


Blue is Fenced Back Yard
North
119 Waterhole Way
Red 6 parking
Spots Available

Utah Code 62A-2-101(38) delineates Utah's definition of a "recovery residence," which is Utah's official term for a sober living home or half-way home. The code contains a fairly basic outline with some quirks. In essence, the code states that recovery residences must meet at least two of the following five requirements to be considered a "recovery residence:" 1) offers a supervised environment for those in recovery from SUD, 2) at least half of residents are in recovery 3) arranges treatment for those in recovery from SUD on or off site 4) is "held out" as a sober living home where people can live together in recovery and/or 5) takes public funding and/or operates as a for-profit or non-profit venture. Please see below the code and definition for a Sober living in the state of Utah. (I have also attached a copy to this email.)

Effective 9/1/2022
Repealed 5/3/2023
62A-2-101. Definitions.

38)	(a)	"Recovery residence" means a home, residence, or facility that meets at least two of the following requirements: (i) provides a supervised living environment for individuals recovering from a substance use disorder; (ii) provides a living environment in which more than half of the individuals in the residence are recovering from a substance use disorder; (iii) provides or arranges for residents to receive services related to their recovery from a substance use disorder, either on or off site; (iv) is held out as a living environment in which individuals recovering from

		substance abuse disorders live together to encourage continued sobriety; or (v) (A) receives public funding; or (B) is run as a business venture, either for-profit or not-for-profit.
	(b)	"Recovery residence" does not mean: (i) a residential treatment program; (ii) residential support program; or (iii) a home, residence, or facility, in which: (A) residents, by their majority vote, establish, implement, and enforce policies governing the living environment, including the manner in which applications for residence are approved and the manner in which residents are expelled; (B) residents equitably share rent and housing-related expenses; and (C) a landlord, owner, or operator does not receive compensation, other than fair market rental income, for establishing, implementing, or

		enforcing policies governing the living environment.

R501-18. Recovery Residence Services

R501-18-1. Authority

Latest version.

This Rule is authorized by Section 62A-2-101 et seq.

R501-18-2. Purpose

Latest version.

This rule establishes:

(1) basic health and safety standards for recovery residences; and

(2) minimum administration requirements.

R501-18-3. Definitions

Latest version.

(1) "Currently Enrolled Client" is an individual who is a participatory resident of the sober living environment of a recovery residence and is also referred to as "Client" in this chapter.

(2) "Manager" is an individual designated in-writing by the director to oversee the day-to-day supervision of staff and clients as well as the overall operation of the facility. The manager or substitute manager cannot be a currently enrolled client.

(3) "Recovery Residence" is as defined in Subsection 62A-2-101(22) and includes a variety of sober living settings.

R501-18-4. Legal Requirements

Latest version.

(1) A recovery residence shall comply with this R501-18 and:

(a) R501-1, General Provisions;

(b) R501-2, Core Rules;

(c) R501-14 by either:

(i) participating in the background clearances for all staff; or

(ii) obtaining an approval by the Office of Licensing for an exemption as outlined in R501-14.

(d) all applicable local, state, and federal laws.

(2) A recovery residence wishing to offer clinical treatment services, shall comply with R501-19 and obtain a residential treatment license. No clinical treatment shall occur at a recovery residence site.

(3) A recovery residence wishing to offer social detoxification services shall comply with R501-11 and obtain a social detoxification license prior to offering any social detoxification services onsite. No services shall be provided to those in active withdrawal at a recovery residence site.

(4) A recovery residence shall only serve adults.

R501-18-5. Administration

Latest version.

(1) The recovery residence shall ensure that clients receive supportive services from a person associated with the licensee or from a licensed professional. Supportive services include but are not limited to:

(a) vocational services;

(b) peer support;

(c) skills training; or

(d) community resource referral.

(2) A list of current clients shall be maintained on-site at all times and available to the Department of Human Services Office of Licensing upon request.

R501-18-6. Staffing

Latest version.

(1) The program shall employ, contract with, or otherwise provide as needed, referral information for client access to the following:

(a) Physician

(b) Psychiatrist

(c) Mental health therapist (LCMHT); or

(d) Substance use disorder counselor (SUDSC).

(2) The recovery residence shall have an identified recovery residence director(s) who shall have:

(a) Utah licensure, in good standing, as a substance use disorder counselor, licensed clinical social worker or equivalent; or

(b) a minimum of 2 years experience in one of the following:

(i) administration of a recovery residence;

(ii) substance use disorder treatment education; or

(iii) recovery/support services education.

(3) The director's responsibilities that shall not be delegated include:

(a) monitoring all aspects of the program and operation of the facility;

(b) policy and procedure development, implementation, compliance and oversight per R501-2 Core Rule requirements and to also include:

(i) clearly defining responsibilities of the director, manager, and staff of the program;

(c) supervision, training and oversight of staff;

(d) overseeing all client activities.

(4) The recovery residence director may manage directly or employ a manager as defined in this chapter, to work under the supervision of the director.

(a) The director shall perform the manager's duties when the manager is on scheduled or unscheduled leave unless the manager designates a manager-substitute.

(5) The director is responsible for maintaining the following documentation for self and all direct service staff:

(a) 40 hours of training completed prior to working with clients and ongoing training sufficient to maintain proficiency in the topics of:

(i) recovery services in substance use disorder settings;

(ii) peer support;

(iii) emergency overdose;

(iv) recognition and response to substance-related activities; and

(v) current certification in First Aid and CPR.

(b) documented training regarding compliance with current licensing rules to include:

(i) R501-1, General Provisions;

(A) including the annual required Licensing Code of Conduct; and

(B) Client Rights;

(ii) R501-2, Core Rules;

(iii) R501-18 Recovery Residence rules; and

(iv) all current program policies and procedures.

(6) The recovery residence shall have a director or manager conduct on-site visits daily in order to ensure client safety and support clients.

(a) Site visits shall be documented per-site, not per-client;

(b) site visits shall assess and document the following:

(i) general safety;

(ii) general cleanliness;

(iii) verification that only admitted residents reside or stay overnight at the residence;

(iv) no presence of alcohol or substances of abuse unless lawfully prescribed; and

(v) medications in locked storage.

(7) The director or manager shall have documented face-to-face or telephone daily contact with each admitted client.

(8) The recovery residence director shall ensure administrative on-call availability at all times and remain able to respond to the recovery residence staff and the Office of Licensing immediately by phone, or at the residence in-person within one hour.

(b) shall have a residence director, manager or substitute on-site a minimum of 7 days per week in order to assess safety and support clients. These visits shall be scheduled and documented;

R501-18-7. Direct Service

Latest version.

(1) This subsection supersedes Core Rules, Section R501-2-5. The recovery residence client records shall contain the following:

(a) name, address, telephone number, email;

(b) admission date;

(c) emergency contact information with names, address, email, and telephone numbers;

(d) all information that could affect the health, safety or well-being of the client to include:

(i) medications;

(ii) allergies;

(iii) chronic conditions; or

(iv) communicable diseases;

(e) intake documentation indicating that the client meets the admission criteria, including the following:

(i) not currently using or withdrawing from alcohol or substances of abuse; and

(ii) not presenting with a current clinical assessment that contraindicates this level of care.

(f) individual recovery plan, including the signature and title of the program representative preparing the recovery plan and the signature of the client; the recovery plan shall include the following:

(i) documentation of all services provided by the program, including a disclosure that no clinical treatment services occur on-site at the recovery residence; and

(ii) documentation of all referred supportive services, not directly associated with the recovery residence site.

(g) the signed written lease agreement for the recovery residence, if required;

(h) a signed agreement indication that the client was notified in writing prior to admission regarding:

(i) program and client responsibilities related to transportation to and location of off-site services;

(ii) program and client responsibilities related to the provision of toiletries, bedding and linens, laundry and other household items;

(iii) program and client responsibilities related to shopping, provision of food and preparation of meals;

(iv) fee disclosures included Medicaid number, insurance information and identification of any other entities who may be billed for the client's services;

(v) rules of the program;

(vi) client rights

(vii) grievance and complaint policy;

(viii) critical incident reports involving the client; and

(iv) discharge documentation.

R501-18-8. Building and Grounds

Latest version.

(1) The recovery residence shall ensure that building and grounds are safe and well-maintained. Furnishings, finishing's, fixtures, equipment, appliances and utilities are operational and in good condition.

(2) The recovery residence shall:

(a) have locking bathroom capability sufficient to preserve the privacy of the occupant;

(b) provide access to a toilet, sink, and a tub or shower; as follows per the International Building Code:

(i) maintain a client to toilet ratio of 1:10, and

(ii) maintain a client to tub/shower ratio of 1:8.

(c) provide a mirror secured to a wall at convenient height;

(d) ensure that each bathroom is ventilated by a screened window that opens, a working fan or heating/air conditioning duct that circulates air;

(e) provide a minimum of 60 square feet per client in a multiple occupant bedroom and 80 square feet in a single occupant bedroom. Storage space shall not be counted;

(f) ensure that sleeping areas shall have a source of natural light, and shall be ventilated by a screened window that opens, a working fan, or heating/air conditioning duct that circulates air;

(g) ensure that each client is provided with a solidly constructed bed, box spring and mattress that is maintained

and provides for client comfort and is commensurate with all other client beds in the residence;

(h) ensure that male and female bedrooms are separated within the residence either by floors, walls or locking doors. If locking doors are used, a policy must identify the use of locks to delineate separation;

(i) ensure that clients shall be allowed to decorate and personalize bedrooms with respect for other clients and property;

(j) if a fire clearance is not required or provided from the local fire authority:

(i) a bedroom on the ground floor shall have a minimum of one window that may be used to evacuate the room in case of fire;

(ii) a bedroom that is not on the ground floor (this includes basements) shall have a minimum of two exits, at least one of which shall exit directly to outside the building that may be used to evacuate the room in case of fire;

(k) the recovery residences shall provide either equipment or reasonable access to equipment for washing and drying of linens and clothing;

(l) provide storage commensurate with the clients' assessed ability to safely access hazardous chemicals, materials and aerosols, including but not limited to:

(i) poisonous substances;

(ii) explosive or flammable substances;

(iii) bleach; and

(iv) cleaning supplies;

(m) maintain hazardous chemicals, materials, and aerosols in their original packaging and follow the manufacturer's instructions printed on the label.

(n) maintain a sober environment free from non-prescribed substances and alcohol.

R501-18-9. Food Service

Latest version.

(1) Meals may be catered, prepared by staff or prepared by clients.

(2) The recovery residence shall have at least one kitchen.

(3) If the recovery residence allows staff or clients to prepare food for clients, it shall comply with food service requirements as follows:

(a) develop and follow a food service policy to address:

(i) how special dietary needs and food allergies will be tracked and accommodated;

(ii) how safe food preparation and cleanup will be ensured;

(b) document compliance with, or exemption from, requirements of the local health department to include:

(i) health inspections and clearances; and

(ii) food handler's permits for anyone preparing food for anyone other than self;

(c) food of sufficient nutrition and variety shall be provided;

(d) menus shall be available upon request; and

(e) this does not prohibit clients from preparing their own food and choosing to share with other clients.

(4) The recovery residence shall provide enough seating at tables or tray tables to accommodate all clients simultaneously.

R501-18-10. Medical Standards

Latest version.

(1) The recovery residence shall not admit anyone who is currently in an intoxicated state or withdrawing from alcohol or drugs or otherwise unable to understand terms and consent to reside in the recovery residence.

(2) Before admission or employment, clients and staff shall be screened for Tuberculosis by a questionnaire approved by the local health department; if further screening is indicated, clients and staff will:

(a) follow appropriate protocol according to the local health department;

(b) provide proof of negative test results for Tuberculosis; and

(c) test annually or more frequently as required.

(3) A recovery residence that manages clients' medications shall keep all prescription and non-prescription medications in locked storage that is not accessible by clients when not in active use.

(4) A recovery residence shall ensure that clients who manage their own medications keep all prescription and non-prescription medications in individually accessed locked storage that is not accessible to other clients when not in active use.

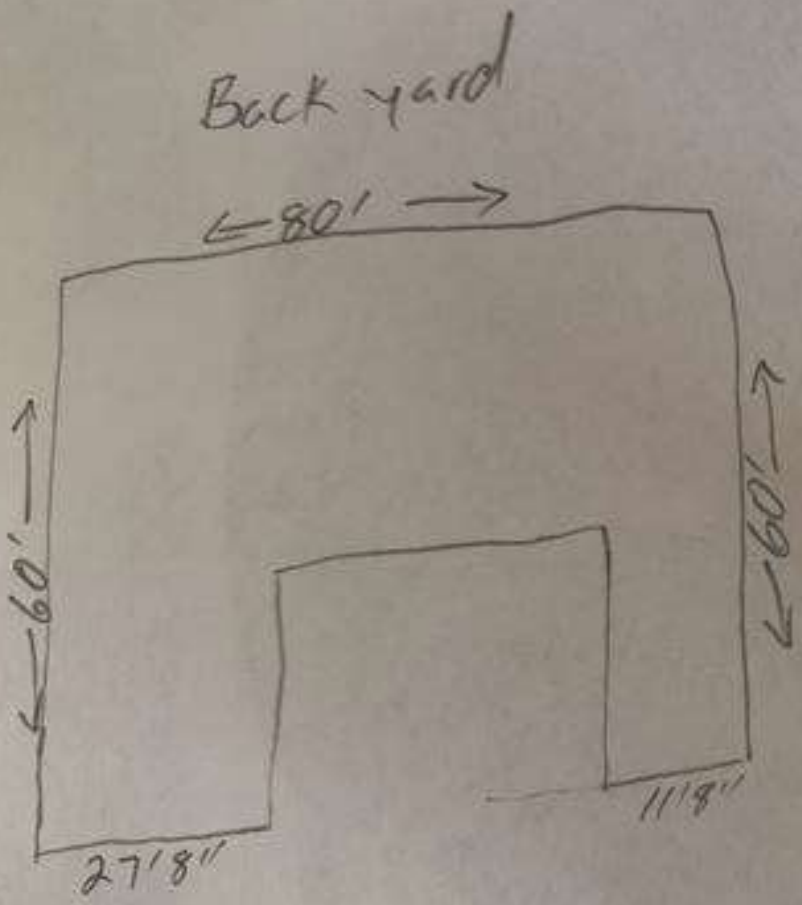
(5) Non-prescription and prescription medications shall be stored in their original manufacturer's packaging together with manufacturer/pharmacy directions and warnings.

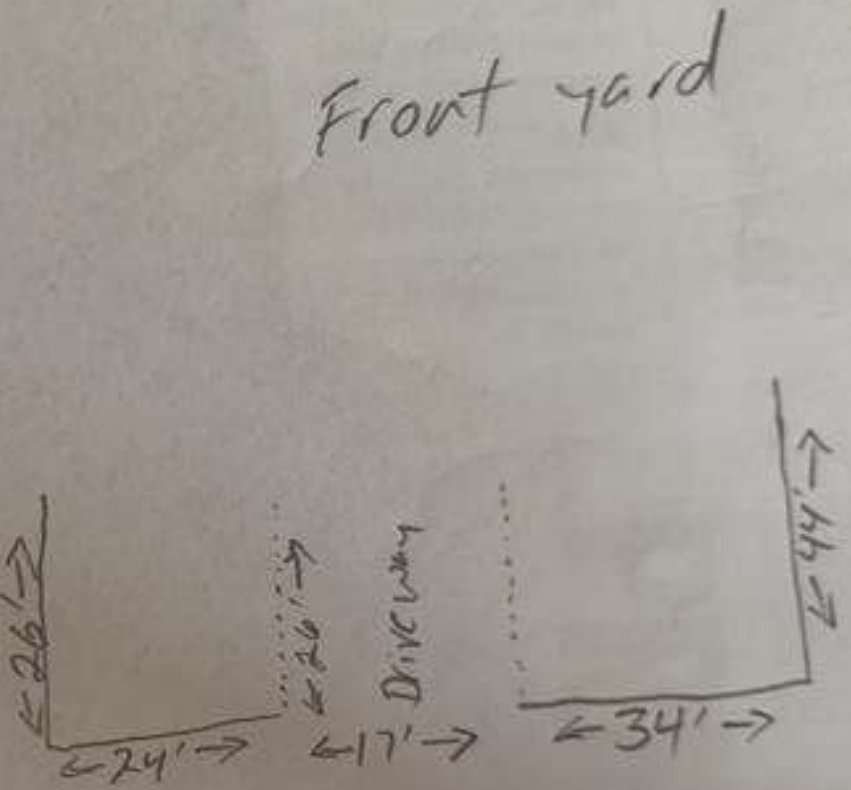
(6) Naloxone shall be safely maintained and available onsite, and staff and clients shall be trained in its proper use.

I michael Bushman give my Wife Savannah Bushman
permission to operate & do buisnrss at our home
119 waterhole way Grantsville, ut 84029

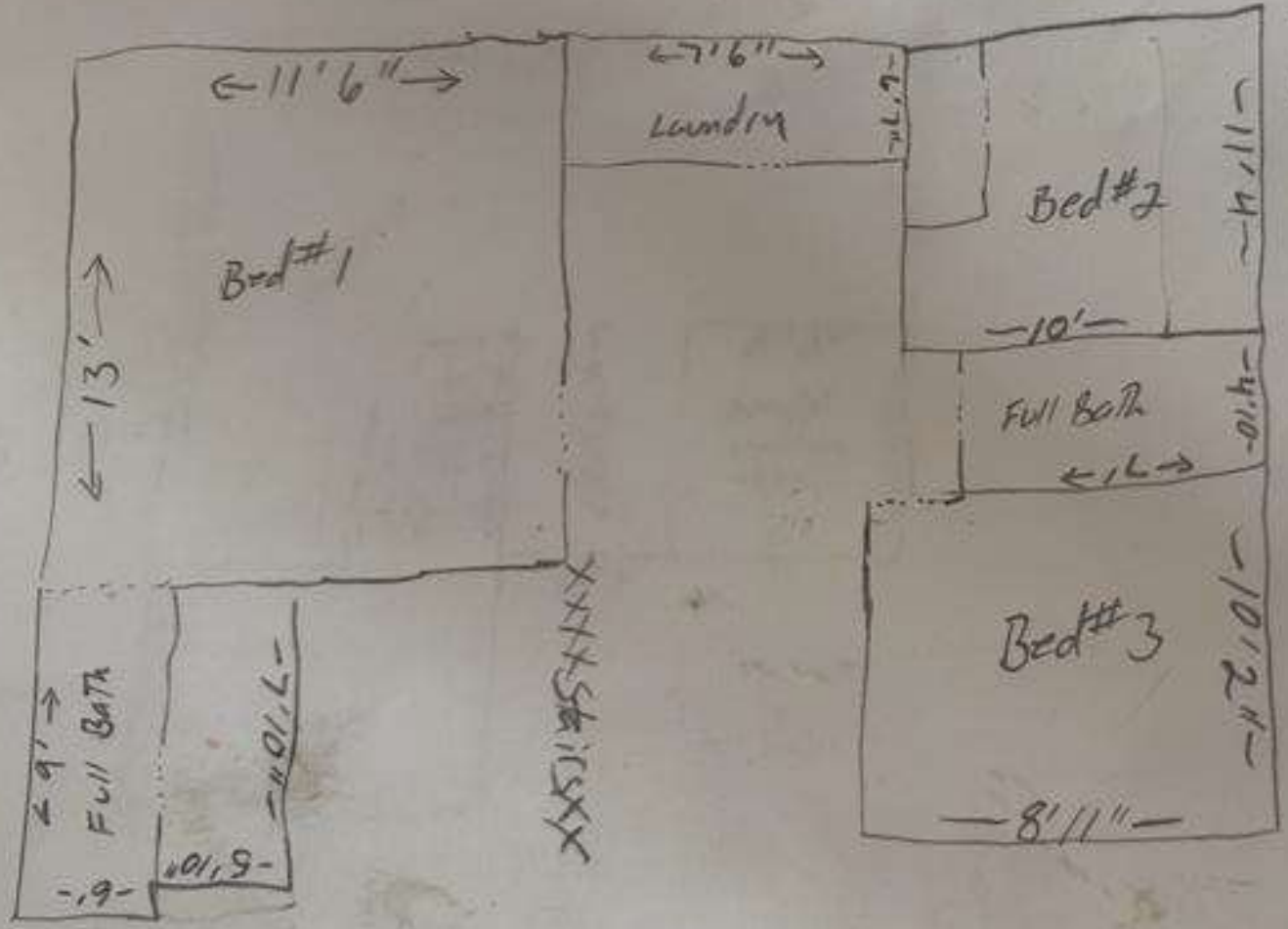
mid Level


15'
Exit
15'5"
16'5"
Kitchen
13'8"
11'2"
3/4 B&R
5'6"
Hall Way
Group/
meeting
Rm.
11'10"
6
Exit
20'
Garage
22'


Back yard
80'
60'
60'
27'8"
11'8"

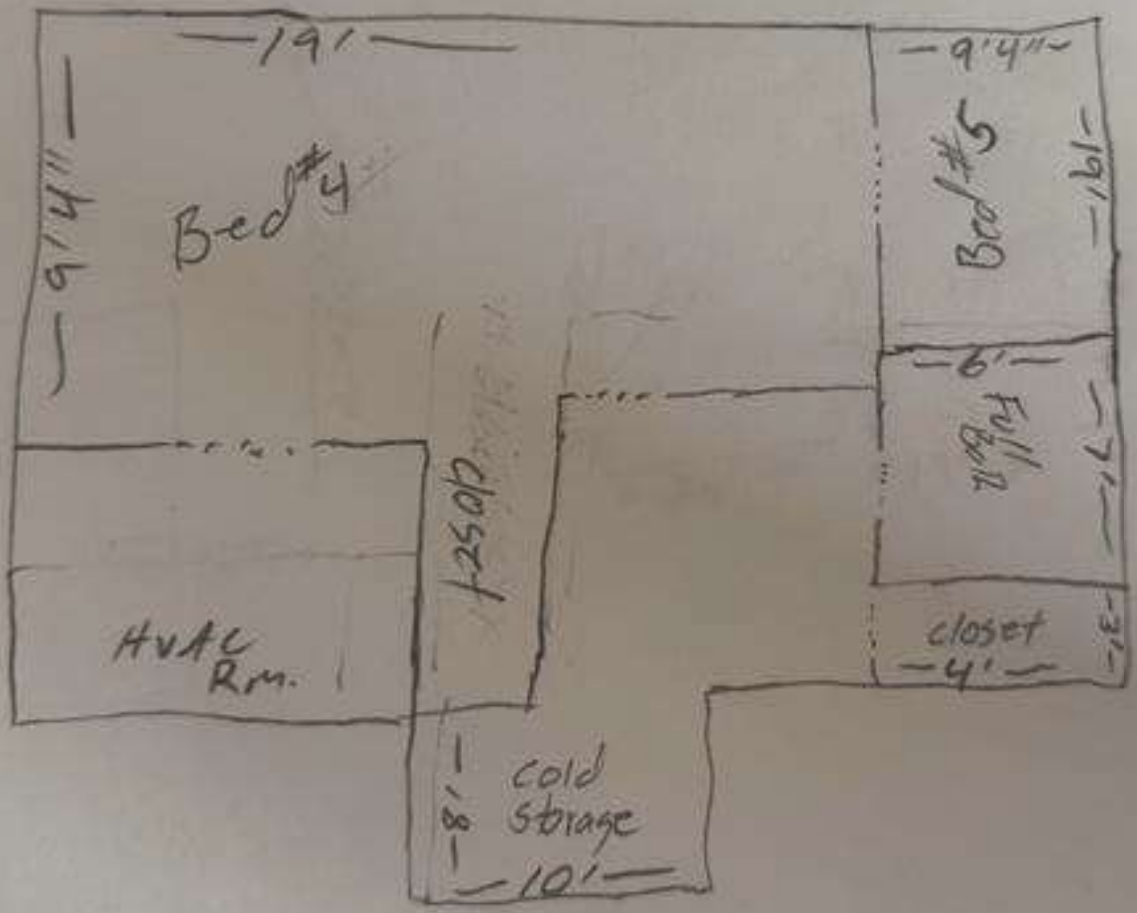

Front yard
26'
26'
Driveway
17'
24'
34'
11'

Top Level



Bed#1 = 4 PPL (2 Bunk Bed)
Bed#2 = 2 PPL
Bed#3 = 2 PPL

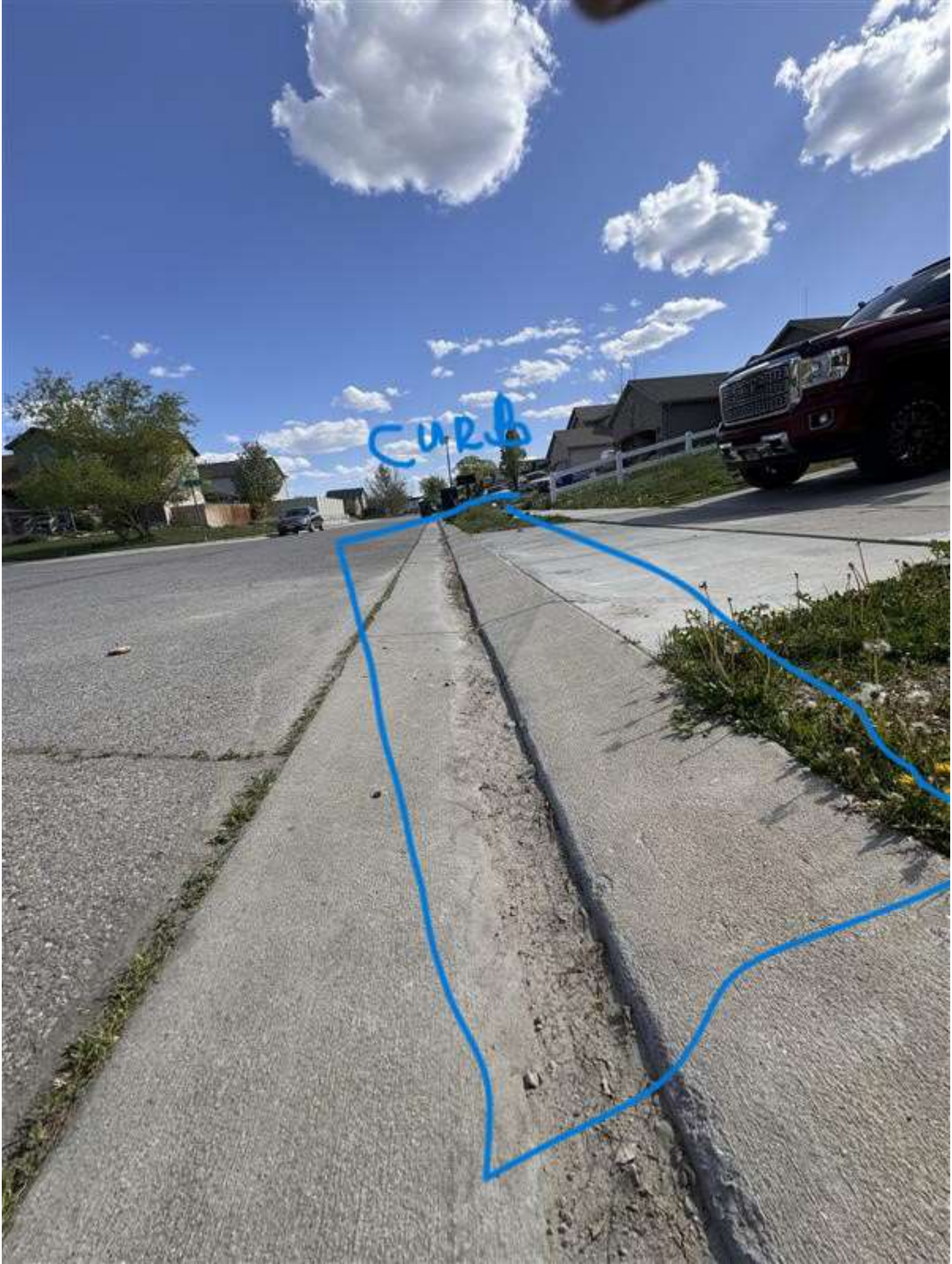
Basement

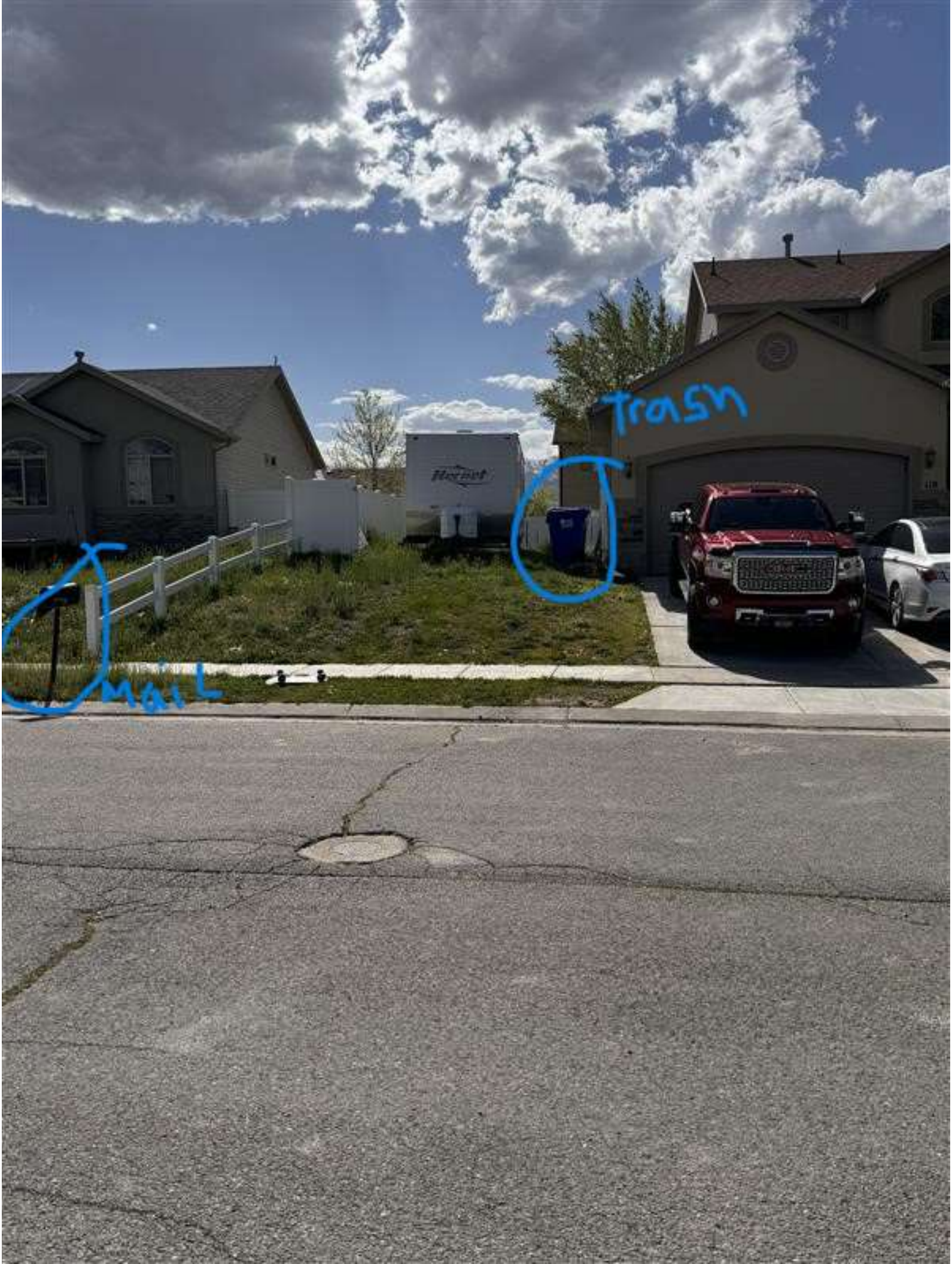


Bed #4 4ppl (2Bunk)
Bed #5 2ppl (1Bunk)






CURB


Trash
Mail




119

Jaina Bassett <jbassett@grantsvilleut.gov>

CUP Application 2024045

24 messages

Jaina Bassett <jbassett@grantsvilleut.gov> Tue, May 14, 2024 at 9:39 AM
To: Christy Montierth <cmontierth@grantsvilleut.gov>, James Waltz <jwaltz@grantsvilleut.gov>, Andy Jensen <ajensen@grantsvilleut.gov>, Grantsville Fire Marshal <firemarshal@grantsvilleut.gov>, Robert Sager <rsager@grantsvilleut.gov>

Good morning,

Attached is an application for a CUP, to turn a residential home into a Transitional Treatment Home or "Sober Living" home. Shelby noted that a special permit may be needed to allow the parking off the road as she has proposed. Christy, can you verify if that is needed?

Please review and provide any feedback or concerns.

Thank you and have a great day!

Jaina Bassett
Community Development Administrative Assistant
Grantsville City Corporation
Phone: (435) 884-1674
Email: jbassett@grantsvilleut.gov

7 attachments



Site Plan.jpg
353K

2024045 Application 4-11-2024.pdf
101K

Business Details 4-24-2024.pdf
22K

Safe Harbor Purpose & Description.pdf
11K

Letter from Property Owner Giving Consent.pdf
23K

Dimensions of House- Rooms, Livingroom, Exits, Yard.pdf
123K

Picture of Landscape, Curb, Trash, Drain, Driveways.pdf
825K

Robert Sager <rsager@grantsvilleut.gov> Tue, May 14, 2024 at 9:59 AM
To: Jaina Bassett <jbassett@grantsvilleut.gov>
Cc: Christy Montierth <cmontierth@grantsvilleut.gov>, James Waltz <jwaltz@grantsvilleut.gov>, Andy Jensen <ajensen@grantsvilleut.gov>, Grantsville Fire Marshal <firemarshal@grantsvilleut.gov>

Thank you, at a glance it does not seem feasible to house 10-12 people and park their vehicles in this residential home. I would like to research the impact of other sober living homes in local residential communities.

CHIEF ROBERT SAGER
RSAGER@GRANTSVILLEUT.GOV WORK: (435) 884-6881
GRANTSVILLE CITY POLICE DEPARTMENT
ROBERT SAGER ✱ CHIEF OF POLICE
50 North Bowery St. Grantsville, UT 84029
Emergency 9-1-1 ✱ Non-Emergency (435)882-5600 ✱ Office (435)884-6881

[Quoted text hidden]

Jaina Bassett <jbassett@grantsvilleut.gov> Tue, May 14, 2024 at 10:01 AM
To: Robert Sager <rsager@grantsvilleut.gov>
Cc: Christy Montierth <cmontierth@grantsvilleut.gov>, James Waltz <jwaltz@grantsvilleut.gov>, Andy Jensen <ajensen@grantsvilleut.gov>, Grantsville Fire Marshal <firemarshal@grantsvilleut.gov>

Chief,

Thank you! Unfortunately our code is vague regarding Transitional Treatment Homes. Please let me know if you need anything from me.
[Quoted text hidden]

Andy Jensen <ajensen@grantsvilleut.gov> Thu, May 16, 2024 at 7:48 AM
To: Jaina Bassett <jbassett@grantsvilleut.gov>
Cc: Robert Sager <rsager@grantsvilleut.gov>, Christy Montierth <cmontierth@grantsvilleut.gov>, James Waltz <jwaltz@grantsvilleut.gov>, Grantsville Fire Marshal <firemarshal@grantsvilleut.gov>

Let's start with the definition of a group home in the Commercial Building Code.

*Group Home. A facility for social rehabilitation, substance abuse or mental health problems that contains a group housing arrangement that provides custodial care but does not provide medical care.

The building code allows up to 16 people in a group home excluding staff and are classified as a group R-4 occupancy. And per this code, Group R-4 occupancies shall meet the requirements for construction as defined for Group R-3 (which is single family homes). So if they meet the definition of a group home, this is allowed by the building code.

Andy Jensen
Grantsville Building Official
ajensen@grantsvilleut.gov
435-884-4617

[Quoted text hidden]

Andy Jensen <ajensen@grantsvilleut.gov> Thu, May 16, 2024 at 8:05 AM
To: Jaina Bassett <jbassett@grantsvilleut.gov>
Cc: Robert Sager <rsager@grantsvilleut.gov>, Christy Montierth <cmontierth@grantsvilleut.gov>, James Waltz <jwaltz@grantsvilleut.gov>, Grantsville Fire Marshal <firemarshal@grantsvilleut.gov>

And to Robert's concern, as long as a bedroom is 120 square feet or larger, two people are allowed to sleep in that room. The home is old enough that the building official at the time didn't keep house plans on file, so we need to know how many bedrooms are in the home and what size they are for their noted occupant load.

Andy Jensen

Grantsville Building Official
ajensen@grantsvilleut.gov
435-884-4617

[Quoted text hidden]

James Waltz <jwaltz@grantsvilleut.gov> Thu, May 16, 2024 at 9:33 AM
To: Andy Jensen <ajensen@grantsvilleut.gov>
Cc: Jaina Bassett <jbassett@grantsvilleut.gov>, Robert Sager <rsager@grantsvilleut.gov>, Christy Montierth <cmontierth@grantsvilleut.gov>, Grantsville Fire Marshal <firemarshal@grantsvilleut.gov>

They show 6 stalls, no further concerns; unless the ROW becomes impeded due to congestion.
[Quoted text hidden]
--

James Waltz, **CPRP**

Public Works Director

Grantsville City

336 West Main Street

Grantsville, UT 84029

jwaltz@grantsvilleut.gov

Office: (435) 884-0621

Christy Montierth <cmontierth@grantsvilleut.gov> Thu, May 16, 2024 at 9:39 AM
To: James Waltz <jwaltz@grantsvilleut.gov>
Cc: Andy Jensen <ajensen@grantsvilleut.gov>, Jaina Bassett <jbassett@grantsvilleut.gov>, Robert Sager <rsager@grantsvilleut.gov>, Grantsville Fire Marshal <firemarshal@grantsvilleut.gov>

I would only remind them that they can only have a 30' wide drive approach and it has to be 10' away from the property line.

[Quoted text hidden]

Jaina Bassett <jbassett@grantsvilleut.gov> Thu, May 16, 2024 at 10:06 AM
To: Christy Montierth <cmontierth@grantsvilleut.gov>
Cc: James Waltz <jwaltz@grantsvilleut.gov>, Andy Jensen <ajensen@grantsvilleut.gov>, Robert Sager <rsager@grantsvilleut.gov>, Grantsville Fire Marshal <firemarshal@grantsvilleut.gov>

Christy and James, thank you. I let the applicant know that she must meet these requirements for the driveway, and that the ROW cannot be obstructed.

Andy, there are 5 bedrooms. 3 bedrooms on the top floor and 2 in the basement. The middle floor consists of the kitchen, dining area, living room, and office. They are planning on 2 people per room, possibly 3 in bedrooms #1 and #4. The measurements are below. Am I correct in saying that they would be allowed to have only 1 person in bedrooms 2, 3, and 5? How much square footage is required for 3 people in one room?

Top Floor
#1 Master Bedroom 13 feet by 11 ft 6 inch
#2 10 feet by 11 feet 4 inch
#3 8 feet 11 inch by 10 ft 2 inch

Basement
#4 9 feet 4inch by 19 feet
#5 9 feet 4 inch by 12 feet

[Quoted text hidden]

Andy Jensen <ajensen@grantsvilleut.gov> Thu, May 16, 2024 at 3:26 PM
To: Jaina Bassett <jbassett@grantsvilleut.gov>
Cc: Christy Montierth <cmontierth@grantsvilleut.gov>, James Waltz <jwaltz@grantsvilleut.gov>, Robert Sager <rsager@grantsvilleut.gov>, Grantsville Fire Marshal <firemarshal@grantsvilleut.gov>

Per the building code, when a bedroom is less than 120 square feet, only one person is allowed.

Andy Jensen
Grantsville Building Official
ajensen@grantsvilleut.gov
435-884-4617

[Quoted text hidden]

Jaina Bassett <jbassett@grantsvilleut.gov> Thu, May 16, 2024 at 4:14 PM
To: Andy Jensen <ajensen@grantsvilleut.gov>

Thanks Andy! Is only 120 square feet needed for 3 people in one bedroom, or is more room needed?
[Quoted text hidden]

Andy Jensen <ajensen@grantsvilleut.gov> Thu, May 16, 2024 at 5:06 PM
To: Jaina Bassett <jbassett@grantsvilleut.gov>

The code doesn't address what is needed for more than 2 people.

Andy Jensen
Grantsville Building Official
ajensen@grantsvilleut.gov
435-884-4617

[Quoted text hidden]

Jaina Bassett <jbassett@grantsvilleut.gov> Fri, May 17, 2024 at 9:40 AM
To: Andy Jensen <ajensen@grantsvilleut.gov>

Thank you!
[Quoted text hidden]

Jaina Bassett <jbassett@grantsvilleut.gov> Wed, May 22, 2024 at 10:04 AM
To: Christy Montierth <cmontierth@grantsvilleut.gov>, James Waltz <jwaltz@grantsvilleut.gov>, Andy Jensen <ajensen@grantsvilleut.gov>, Grantsville Fire Marshal <firemarshal@grantsvilleut.gov>, Robert Sager <rsager@grantsvilleut.gov>

Good morning,

I updated the details of this application to reflect the code requirements for square footage per occupant. The application now reflects a request for 7 clients staying at the home and 2 employees working there but not staying there. 2 people will stay in bedrooms 1 and 4, which have at least 120 sq ft. 1 person will stay in bedrooms 2, 3, and 5, which have less than 120 sq ft. Please see the attached details below.

Chief Sager and Chief Smith, do you have any concerns or thoughts regarding this permit?
[Quoted text hidden]

Business Details 5-22-2024.pdf
24K

Andy Jensen <ajensen@grantsvilleut.gov> Wed, May 22, 2024 at 10:30 AM
To: Jaina Bassett <jbassett@grantsvilleut.gov>
Cc: Christy Montierth <cmontierth@grantsvilleut.gov>, James Waltz <jwaltz@grantsvilleut.gov>, Grantsville Fire Marshal <firemarshal@grantsvilleut.gov>, Robert Sager <rsager@grantsvilleut.gov>

No building code concerns with the new proposal.

Andy Jensen
Grantsville Building Official
ajensen@grantsvilleut.gov
435-884-4617

[Quoted text hidden]

Robert Sager <rsager@grantsvilleut.gov> Wed, May 22, 2024 at 10:52 AM
To: Andy Jensen <ajensen@grantsvilleut.gov>
Cc: Jaina Bassett <jbassett@grantsvilleut.gov>, Christy Montierth <cmontierth@grantsvilleut.gov>, James Waltz <jwaltz@grantsvilleut.gov>, Grantsville Fire Marshal <firemarshal@grantsvilleut.gov>

From what I have gathered so far. There will likely be an increase in calls for service for law enforcement. If this is approved, what recourse do we have if it becomes a nuisance? Can we ask to have the CUP reconsidered?

CHIEF ROBERT SAGER
RSAGER@GRANTSVILLEUT.GOV WORK: (435) 884-6881
GRANTSVILLE CITY POLICE DEPARTMENT
ROBERT SAGER ✱ CHIEF OF POLICE
50 North Bowery St. Grantsville, UT 84029
Emergency 9-1-1 ✱ Non-Emergency (435)882-5600 ✱ Office (435)884-6881

[Quoted text hidden]

Jaina Bassett <jbassett@grantsvilleut.gov> Wed, May 22, 2024 at 11:02 AM
To: Robert Sager <rsager@grantsvilleut.gov>
Cc: Andy Jensen <ajensen@grantsvilleut.gov>, Christy Montierth <cmontierth@grantsvilleut.gov>, James Waltz <jwaltz@grantsvilleut.gov>, Grantsville Fire Marshal <firemarshal@grantsvilleut.gov>

Andy, thank you.

Chief Sager, where it is a conditional use permit we can place almost any condition on it. Some default conditions are that it can not impact the activity for surrounding neighbors, and that it will be reviewed periodically and/or if any complaints are received. We can reconsider or revoke the permit at any time if they are not in compliance with the conditions of their permit. Do you have a recommended timeframe you would like this to be re-evaluated in? Would you like any other conditions to be recommended?
[Quoted text hidden]

Andy Jensen <ajensen@grantsvilleut.gov> Wed, May 22, 2024 at 11:29 AM
To: Jaina Bassett <jbassett@grantsvilleut.gov>
Cc: Robert Sager <rsager@grantsvilleut.gov>, Christy Montierth <cmontierth@grantsvilleut.gov>, James Waltz <jwaltz@grantsvilleut.gov>, Grantsville Fire Marshal <firemarshal@grantsvilleut.gov>

I would recommend everyone reads up on the State Law in regards to these types of facilities. In my opinion, they have made it hard for jurisdictions to push back on these.

Andy Jensen
Grantsville Building Official
ajensen@grantsvilleut.gov
435-884-4617

[Quoted text hidden]

Robert Sager <rsager@grantsvilleut.gov> Wed, May 22, 2024 at 11:30 AM
To: Jaina Bassett <jbassett@grantsvilleut.gov>
Cc: Andy Jensen <ajensen@grantsvilleut.gov>, Christy Montierth <cmontierth@grantsvilleut.gov>, James Waltz <jwaltz@grantsvilleut.gov>, Grantsville Fire Marshal <firemarshal@grantsvilleut.gov>

What is a typical evaluation period so we stay consistent? If we need a set evaluation period outside of the default conditions, I would say annually. However, that holds the city to a review schedule that someone needs to maintain. I don't know if that is common practice or needed. I think the default conditions account for my concerns. The default conditions are broad and seem to allow a review anytime, if we start having issues. We may want to ask Dallin.

CHIEF ROBERT SAGER
RSAGER@GRANTSVILLEUT.GOV WORK: (435) 884-6881
GRANTSVILLE CITY POLICE DEPARTMENT
ROBERT SAGER ✱ CHIEF OF POLICE
50 North Bowery St. Grantsville, UT 84029
Emergency 9-1-1 ✱ Non-Emergency (435)882-5600 ✱ Office (435)884-6881

[Quoted text hidden]

Jaina Bassett <jbassett@grantsvilleut.gov> Wed, May 22, 2024 at 1:33 PM
To: Robert Sager <rsager@grantsvilleut.gov>
Cc: Andy Jensen <ajensen@grantsvilleut.gov>, Christy Montierth <cmontierth@grantsvilleut.gov>, James Waltz <jwaltz@grantsvilleut.gov>, Grantsville Fire Marshal <firemarshal@grantsvilleut.gov>

Andy, thank you, we will look into it.

Chief, a typical evaluation period is one year if we have one, or we can just hold them to the conditions and re-evaluate if/ when complaints are received. The City approved a similar permit for a transitional treatment home last year. The conditions placed on that permit are below:

- Persons must abide by the processes and procedures of Beacon House to reside in the home.
- No sex offenders or persons on the sex offender registry may reside in the home.
- No persons convicted of a violent offence as defined per the Utah State criminal stature or convicted of domestic violence may reside in the home.
- This group home must be operated as a State licensed facility. (62A-2-108)
- Install and maintain a 6-foot solid privacy feet around back yard area.
- Use and maintain a 24-hour surveillance system.
- Maintain a linked smoke alarm detection system.
- Pass a yearly inspection of the following types: Health inspection, State licensing inspection, and fire inspection.
- No more than two (2) person per bedroom as per state code.
- This Conditional Use Permit should be reviewed in 6 months from date of approval

- Any complaints received by Grantsville City may require a review of this Conditional Use Permit, which may result in revocation.

[Quoted text hidden]

Robert Sager <rsager@grantsvilleut.gov> Wed, May 22, 2024 at 1:42 PM
To: Jaina Bassett <jbassett@grantsvilleut.gov>
Cc: Andy Jensen <ajensen@grantsvilleut.gov>, Christy Montierth <cmontierth@grantsvilleut.gov>, James Waltz <jwaltz@grantsvilleut.gov>, Grantsville Fire Marshal <firemarshal@grantsvilleut.gov>

Thanks Jaina, I believe my concerns are satisfied with the conditions mentioned.

CHIEF ROBERT SAGER
RSAGER@GRANTSVILLEUT.GOV WORK: (435) 884-6881
GRANTSVILLE CITY POLICE DEPARTMENT
ROBERT SAGER ✱ CHIEF OF POLICE
50 North Bowery St. Grantsville, UT 84029
Emergency 9-1-1 ✱ Non-Emergency (435)882-5600 ✱ Office (435)884-6881

[Quoted text hidden]

Jaina Bassett <jbassett@grantsvilleut.gov> Wed, May 22, 2024 at 1:52 PM
To: Robert Sager <rsager@grantsvilleut.gov>
Cc: Andy Jensen <ajensen@grantsvilleut.gov>, Christy Montierth <cmontierth@grantsvilleut.gov>, James Waltz <jwaltz@grantsvilleut.gov>, Grantsville Fire Marshal <firemarshal@grantsvilleut.gov>

Chief, thank you!
[Quoted text hidden]

Jaina Bassett <jbassett@grantsvilleut.gov> Fri, May 24, 2024 at 2:21 PM
To: Robert Sager <rsager@grantsvilleut.gov>
Cc: Andy Jensen <ajensen@grantsvilleut.gov>, Christy Montierth <cmontierth@grantsvilleut.gov>, James Waltz <jwaltz@grantsvilleut.gov>, Grantsville Fire Marshal <firemarshal@grantsvilleut.gov>

Jason,

Do you have any concerns regarding this permit?
[Quoted text hidden]

Grantsville Fire Marshal <firemarshal@grantsvilleut.gov> Tue, May 28, 2024 at 8:19 PM
To: Jaina Bassett <jbassett@grantsvilleut.gov>
Cc: Andy Jensen <ajensen@grantsvilleut.gov>, Christy Montierth <cmontierth@grantsvilleut.gov>, James Waltz <jwaltz@grantsvilleut.gov>, Robert Sager <rsager@grantsvilleut.gov>

Jaina,

No concerns for Fire at this time.

Jason Smith
Fire Chief / Fire Marshal
Grantsville Fire Department
Cell: 801-598-7049
[Quoted text hidden]

Jaina Bassett <jbassett@grantsvilleut.gov> Wed, May 29, 2024 at 9:08 AM

To: Grantsville Fire Marshal <firemarshal@grantsvilleut.gov>
Cc: Andy Jensen <ajensen@grantsvilleut.gov>, Christy Montierth <cmontierth@grantsvilleut.gov>, James Waltz <jwaltz@grantsvilleut.gov>, Robert Sager <rsager@grantsvilleut.gov>

Thank you Jason!
[Quoted text hidden]

TOOELE COUNTY HEALTH DEPARTMENT FACILITY INSPECTION REPORT

Tooele County Environmental Health Department
151 North Main Street
Tooele, Utah 84074

Provider Name: Safe Harbor (Savannah Bishop) Address: 119 Waterhole way

Social Security #: NA City: Grantsville

Phone #: [redacted] Zip Code: 84029

Sanitation, Health or Safety defects are marked below with an (X).

BUILDINGS & GROUNDS
1. Floors, walls, ceilings clean, good repair.....( )
2. Lighting adequate.....( )
3. Yard, free of hazards and debris.....( )

WATER SUPPLY & WASTE DISPOSAL
4. Ample, approved source.....( )
5. Hot & cold water.....( )
6. Fixtures clean, good repair.....( )
7. Plumbing maintained.....( )
8. Sewage maintained.....( )
9. Garbage, area clean.....( )
10. Soap, towels, toilet tissue adequate.....( )

RODENTS & INSECTS
11. Presence of rodents, flies and roaches.....( )
12. Windows & doors protected or screened.....( )
13. Harborage prevented.....( )

DIAPERING AREA
14. Clean, non-porous.....( )
15. Soiled diapers contained with tight lid.....( )

HEATING & VENTILATION
16. Heat provided.....( )
17. Min. Temp. 70, 3' above floor.....( )
18. Ventilation adequate mechanical or openable windows.....( )

SAFETY
19. First aid supplies.....( )
20. Stairways, handrails maintained.....( )
21. Toxic Substances
    a. storage & use.....( )
    b. inaccessible to children.....( )

FOOD SERVICE
22. Refrigerator clean, proper temperature.....( )
23. Food protected, sound condition.....( )
24. Equipment utensils clean, good repair.....( )
25. Stove, counters, clean, good repair.....( )
26. Dish washing facilities adequate, clean, good repair.....( )

COMMENTS:

- Basement isn't finished but will be before opening.
- Ensure two fridge to be used will hold food at 41°F or less.
- Cooling window unit has gaps on wall. Once AC unit is removed, fix window unit will be removed
- Plumbing appears to be working fine
- House conditions sanitary and appears free of safety hazards

ACTION BY TOOELE - CEHD
(X) APPROVED ( ) DENIED

SIGNATURE [signature] (inspector)

Sanitarian Code#_____

DATE: 6 / 6 / 24

Received by _____ (provider's signature)

The Inspection Report from Tooele County Health Department is a little hard to read after being scanned in. Below is a copy of the information on it.

Name: Safe Harbor (Savannah Bushman)

Phone: [redacted]

Address: 119 Waterhole Way, Grantsville, UT 84029

Comments:

Basement isn't finished but will be before opening.

Ensure future fridge to be used will hold foods at 41 degrees Fahrenheit or less.

Cooling window unit has gaps around it but AC was recently fixed so window unit will be removed.

Plumbing appears to be working fine.

House condition is sanitary and appears free of safety hazards.

Action by Tooele – CEHD

(x) Approved ( ) Denied

Signed by Taylor Palmer as the inspector

Dated 6/6/2024

Signed by Savannah Bushman as the applicant

Fair Housing Legal Protections For Recovery Housing

The following information provides an overview of how fair housing laws apply to recovery housing, their operators and the residents. This explanation does not constitute legal advice and you are strongly advised to consult an attorney when considering the development, location and operation of any recovery housing. This publication has been prepared for RecoveryPeople by the Law Office of Kim Savage and may not be reproduced in whole or in part without express written permission from RecoveryPeople (April 2018).

Federal Law – The Fair Housing Amendments Act of 1988

The federal Fair Housing Amendments Act of 1988 (hereafter "the Act") provides fair housing protections to individuals with disabilities in virtually every housing activity or transaction.[i] The fundamental purpose of the Act is to prohibit practices that "restrict the choices" of people with disabilities to live where they wish or "that discourage or obstruct choices in a community, neighborhood or development."[ii]

The Act protects an individual with a physical or mental impairment that substantially limits one or more major life activities; anyone who is regarded as having any such impairment; or anyone who has a record of having such an impairment.[iii] Individuals in recovery from drug or alcohol abuse are also covered under the law.[iv] However, current users of illegal controlled substances are not protected under the law, unless they have a separate disability. Both recovery housing, those who operate the housing and, the individuals who reside in them, are protected under the federal Act. The Department of Housing Development and the Department of Justice, which enforce the law, explain:

> A household where two or more persons with disabilities choose to live together, as a matter of association, may not be subjected to requirements or conditions that are not imposed on households consisting of persons without disabilities.
>
> Imposing restrictions or additional conditions on group housing for persons with disabilities that are not imposed on families or other groups of unrelated individuals, by, for example, requiring an occupancy permit for persons with disabilities to live in a single-family home while not requiring a permit for other residents of single-family homes.[v]

The foregoing recognizes that unrelated individuals with disabilities who reside together as a cohesive group, may be the functional equivalent of a family of related members. The cohesiveness is comparable to a "traditional family" in that the unrelated individuals with disabilities may take meals together, share household responsibilities and derive social and emotional support from one another. Fair housing laws provide legal protections for siting in residential zones recovery housing that functions in a "family-like" way.

Land use and zoning regulations that specifically target recovery housing, singling out individuals with disabilities in recovery for substance abuse, violate fair housing laws. Discrimination may be intentional, meaning the regulation or procedural requirements were enacted with either a discriminatory motive or are being applied in a discriminatory manner. Although less obvious, a law or regulation may also violate fair housing laws if it has a discriminatory effect on housing for individuals with disabilities. A local government may not adopt regulations or ordinances or deny planning approvals for housing for individuals with disabilities based on stereotypes or

unfounded fears about the residents. Local governments may violate fair housing laws if in their decision-making they rely upon or adopt the discriminatory animus of those in the community opposing housing for individuals with disabilities.[vi]

In addition to not discriminating against people with disabilities, cities and counties have an affirmative duty to provide reasonable accommodations in land use and zoning rules, policies, practices and procedures where it may be necessary to provide individuals with disabilities equal opportunity in housing.[vii] In the land use and zoning context, reasonable accommodation means providing individuals with disabilities, or developers of housing for people with disabilities, flexibility in restrictive regulations and procedures, or waiver of certain requirements when it is necessary to achieve equal access to housing.[viii] Failure to provide a reasonable accommodation is a separate basis of liability and does not require a showing of intentional discrimination. Further, granting a reasonable accommodation does not cure a discriminatory land use or zoning regulation. Examples of reasonable accommodations for group homes for individuals with disabilities could include: waiving legitimate zoning restrictions for locating a large household in a single family residential zone; reducing parking requirements where residents do not drive or are not permitted to have cars at the home and; non-enforcement of distance or spacing requirements not otherwise subject to legal challenge. Reasonable accommodations are considered on a "case-by-case" basis meaning that each request is reviewed on the specific set of facts presented. Providers are advised to consult with an attorney before seeking reasonable accommodations from local governments.

The Fair Housing Amendments Act of 1988 also prohibits discriminatory conduct directed at individuals with disabilities, including those in recovery and, those who provide housing to them.[ix] This prohibition is interpreted broadly to reach all practices that have the effect of interfering with rights granted by fair housing laws including coercion, intimidation and, threats.

State Law – Texas Fair Housing Act

The State of Texas' fair housing statute is substantially equivalent to the federal Act, mirroring the definition of disability and excluding from the definition current users of illegal controlled substances.[x] The Texas Fair Housing Act prohibits discrimination against individuals with disabilities in rental, leasing and sales transactions including failing or refusing to make reasonable accommodations that are necessary to provide equal opportunity in housing.[xi] Under certain circumstances, and similar to federal law, the rental or sale of single family homes may be exempt from the Act.[xii] The Texas Workforce Commission which enforces the statute investigates and settles complaints of discrimination and provides remedies for aggrieved individuals, those providing housing for individuals with disabilities and others protected by fair housing laws. Additional information about the Texas Fair Housing Act is available at www.statutes.legis.state.tx.us (statute); www.twc.state.tx.us (Texas Workforce Commission); www.tdhca.state.tx.us (Texas Dept. of Housing & Community Affairs).

Privacy Rights Of Individuals Residing In Sober Living Homes

A local government that imposes restrictions on households of unrelated individuals (excluding legal neutral occupancy standards), may violate the federal and state privacy rights of individuals with disabilities as well as federal and state fair housing laws. Municipal and state recovery housing certification requirements, suspect under fair housing laws, may also implicate resident privacy rights including HIPAA protections. Likewise, a municipality's use of boarding home facility standards to regulate recovery housing (discussed below) may violate residents' privacy rights.

Frequent Issues Regarding Recovery Housing

Mischaracterization of Recovery Housing As A Business

Those seeking to locate recovery homes have often been told by local governments that the use is a "business" and not permitted in residential zones. However, courts throughout the country have confirmed that

simply because the use of a dwelling may entail some management functions, such activities do not change the essential character of a single family or multi-family dwelling from a residence to a "business" or commercial use.

> This Court finds persuasive the reasoning of other jurisdictions which have held that the incident necessities of operating a group home such as maintaining records, filing accounting reports, managing supervising, and providing care for individuals in exchange for monetary compensation are collateral to the prime purpose and function of a family housekeeping unit. Hence, these activities do not, in and of themselves, change the character of a residence from private to commercial.[xiii]

A zoning code that regulates housing for individuals with disabilities as a commercial use when the same use designation is not applied to similarly situated families singles out individuals with disabilities in a discriminatory manner. A single family occupying a residential dwelling engages in comparable management functions when it employs a housekeeper or gardener and there is an exchange of money. Or, parents may charge rent to an adult child living at home. These activities do not change the residential use of the home, nor do comparable activities that assist with the sound functioning of a home for individuals with disabilities. The payment of rent does not transform a dwelling with a residential use to a business or commercial use. And, as explained earlier, fair housing laws protect the siting of recovery housing that functions in a "family-like" way in residential zones.

Potential Regulation of Recovery Housing As Boarding Home Facility

Some cities have asserted that recovery homes are "boarding home facilities" and subject to local licensing or permitting and detailed physical facility standards and operational requirements. In 2009, the Texas Legislature amended the State's Health & Safety Code to address "boarding home facilities" and directed the Health & Human Services Commission to adopt model standards for the operation of boarding home facilities. The Texas Boarding Home Model Standards were published in 2010; since then some cities and counties have voluntarily adopted the standards and begun permitting or licensing boarding home facilities.[xiv]

While recovery homes provide a residence for individuals with disabilities, they are typically distinguishable from recently defined boarding home facilities which are highly regulated under the model standards. For example, the model standards require that boarding home facility operators provide residents with three meals daily and to "complete and document an annual assessment and conduct periodic monitoring to ensure that a resident is capable of self-administering medication and completing basic elements of personal care." Additionally, in recovery housing, a landlord-tenant relationship exists with the resident (or tenant) acquiring a legal right to a designated bedroom as well as access to the entire premises. In contrast, a boarding home facility "furnishes . . . lodging." Historically, boarding or lodging homes provide restricted access; there is no right to occupy the entire dwelling unit nor is there a landlord-tenant relationship.

Regulation of recovery housing as a boarding home facility will require compliance with a jurisdiction's standards, based on the State's model, and likely result in restrictive zoning. If a municipality designates a boarding home facility as a commercial use, recovery homes so designated will not be permitted in residential zones. It is recommended that recovery home providers seek legal counsel for determining their legal rights and protections should their home be subject to local boarding home facility standards.

Fair housing laws provide strong civil rights protections for individuals with disabilities, including those currently in recovery for substance abuse. In addition to prohibiting discrimination in housing, fair housing laws seek to increase housing opportunities for all segments of our society. These fair housing protections extend to the development and siting of recovery housing, its providers and residents currently in recovery. Additional general information about the federal Fair Housing Amendments Act of 1988 is available at www.hud.gov. Further information about the Texas Fair Housing Act is available at www.statutes.legis.state.tx.us (statute); www.twc.state.tx.us (Texas Workforce Commission) www.tdhca.state.tx.us (Texas Dept. of Housing & Community Affairs).

End Notes

[i] Federal Fair Housing Amendments Act of 1988 ("the Act"), 42 U.S.C. §§ 3601 et seq.
[ii] Federal Regulations implementing the Act, 24 C.F.R. § 100.70(a) (1994).
[iii] The definition of "disability" is found at 42 U.S.C.§ 3602(h); 24 C.F.R.§ 100.201.
[iv] 24 C.F.R. § 100.201; United States v. Southern Management Corp., 955 F. 2d 914 (4th Cir. 1992); Oxford House v. Town of Babylon, 819 F. Supp. 1179 (E.D.N.Y. 1993).
[v] Joint Statement of the Dept. Of Housing & Urban Development and The Dept. of Justice, *State and Local Land Use Practices and the Application of the Fair Housing Act*, at 7, 3 (November 2016).
[vi] U.S. v. City of Jackson, 359 F. 3d 727 (5th Cir. 2004); Oxford House v. City of Babylon, 819 F. Supp. 1179 (E.D.N.Y. 1993).
[vii] The Act's reasonable accommodation mandate, 42 U.S.C. § 3604(f)(3)(B). See also, Joint Statement of HUD and DOJ, *Reasonable Accommodations Under the Fair Housing Act* (2004), www.hud.gov.
[viii] Groome Resources Ltd., LLC v. Parish of Jefferson, 234 F. 3d 192 (5th Cir. 2000) (Texas is in the Fifth Circuit).
[ix] The Act, 42 U.S.C. 3617.
[x] Texas Fair Housing Act, Texas Property Code, Title 15, Chapter 301, § 301.003(6).
[xi] Texas Fair Housing Act at § 301.025.
[xii] Texas Fair Housing Act at § 301.041.
[xiii] Rhodes v. Palmetto Pathway Homes, Inc., 400 S.E. 2d 484 (S.C. 1991) citing Gregory v. State Dept. of Mental Health Retardation and Hospitals and JT Hobby & Sons v. Family Home.
[xiv] Texas Health & Safety Code, Chapter 260.

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Conflict of Interest

Municipal Codes | August 25, 2023

All officials are required to follow the Utah Public Officers' and Employees' Ethics Act (Title 67-16). Most of these regulations restrict officials from acting in a way that benefits them financially. Additionally, they may not act in a way that creates a conflict between their private interests and public duties. Many conflict of interest disclosures are publicly available.

Beyond those requirements, state statute provides code for counties' and municipalities' conflict of interest requirements that expand upon, rather than differ, from the statewide statute. For counties this is the County Officers and Employees Disclosure Act (Title 10-3-13), and for municipalities this is the Municipal Officers' and Employees' Ethics Act (Title 17-16a). The state county code, for example, discusses compensation for assistance and disclosure requirements. The state municipality code requires disclosure for interest in businesses and, like counties, disclose personal interest that creates a conflict of interest between their private interests and public duties.

Many municipalities, beyond what state code dictates, include additional conflict of interest requirements in their personal code. Most reiterate what is already said in state statute, however, many add further clarification as to what constitutes a conflict of interest. Municipalities frequently dictate conflict of interests disclosures as related to contracts.

State

State Code

The Utah Public Officers' and Employees' Ethics Act (Title 67-16) discusses what public officers and employees may and may not do during their tenure as a public servant. Below is a detailed list of the required disclosures and potential conflict of interests.

- Public officers, employees, and legislators, may not accept employment or engage in any business or professional activity that they might reasonably be expected to improperly disclose controlled information, disclose or improperly use controlled, protected, or private information, use their official position to affect their economic interest, or accept employment that might expect would interfere with the ethical performance of his public duties (Utah State Code 67-16-4).
- Public officers, employees, and legislators may not knowingly receive, accept, take, seek, or solicit, directly or indirectly for themselves or another a gift of substantial value or a substantial economic benefit tantamount to a gift that would improperly influence the individual or be construed as an award. Additionally, the individuals may not receive the economic benefit if there has been or may be governmental action affecting the donor or lender (Utah State Code §67-16-5).
- Public officers, employees, and legislators may not require donation, payment, or service to a government agency in exchange for approval. This does not apply to the donation of property, funds or services to an agency that is required by statute, mutually agreed upon by all parties, made voluntarily, or a condition of a decree or settlement agreement (Utah State Code §67-16-5.3).
- No person may donate or offer to donate personal property, money, or services, to an agency in exchange for approval of an application or permit. This does not apply to the donation of property, funds or services to an agency that is required by statute,

mutually agreed upon by all parties, made voluntarily, or a condition of a decree or settlement agreement (Utah State Code §67-16-5.6).

- Public officers and employees may not receive or agree to receive compensation for assisting any person or entity in a transaction unless the officer files a sworn written statement containing information on the transaction to head of the employee's agency, the head of the agency with which the transaction is being conducted, and with the state attorney general. The information provided will be publicly available (Utah State Code §67-16-6).
- Public officers and employees who have substantial interest in a business entity subject to regulation by the agency the public officer is employed shall disclose the position held by the entity when first becoming a public officer and whenever their position or interest in the business entity changes significantly (Utah State Code §67-16-7).
- Public officers and employees may not, in an official capacity, participate in or receive compensation as a result of a business or entity in which they have substantial interest unless disclosed (Utah State Code §67-16-8).
- No public officer or public employee shall have personal investments in any business entity which will create a substantial conflict between their private interests and their public duties (Utah State Code §67-16-9).

Special Districts

According to the Utah Association of Special Districts, the ethics provisions found in Title 67-16 apply to district employees and board members.

Counties

State Code

The County Officers and Employees Disclosure Act dictates the following conflict of interest requirements:

- No elected or appointed officer may receive or agree to receive compensation for assisting any person or business entity in any transaction involving the county in which they are an officer unless they disclose information related to the transaction such as the service rendered and the nature of the service performed (Utah State Code §17-16a-5).
- Appointed and elected officials with a substantial interest in a business entity subject to regulation in the county of the elected or appointed officer should disclose the position held and the nature of the interest (Utah State Code §17-16a-6). Officials doing business with anticipating doing business with the county should publicly disclose the matter prior to any discussion by the body relating to the business entity (Utah State Code §17-16a-7).
- Personal interest or investments by elected or appointed officials that create a potential or conflict of interest between their personal interests and public duties should disclose them in an open meeting (Utah State Code §17-16a-8).

Municipalities

State Code

According to the Municipal Officers' and Employees' Ethics Act, elected officials are required to disclose:

- Substantial interest in any business entity subject to regulation by the municipality they are elected in (Utah State Code §10-3-1306).
- Substantial interest in any business entity that does or anticipates doing business in the municipality they are elected in (Utah State Code §10-3-1307).
- Any personal interest or investment that creates a conflict between the personal interests and public duties (Utah State Code §10-3-1308).

Any municipality absent from this document has not adopted conflict of interest requirements.

Municipalities

Municipal Requirements

Annabella

- Appointed members of the Parks and Recreation Commission may be removed by a majority vote of the entire town council for a conflict of interest (Municipal Code §2-3-2).

Blanding

- City council members must disclose any interest in contracts entered into by the city (Municipal Code §1-11-7).

Bluffdale

- No member of a governing body may have any interest in contracts entered into by the city (Municipal Code §1-100-080).

Cedar Hills

- No member of the city council may have any interest in contracts entered into by the city (Municipal Code §1-11-10).

Copperton Township

- Representatives are prohibited from engaging in outside activity or financial investment that constitutes a restricted conflict of interest. They must publicly disclose any conflict of interest and have no involvement in any governmental action in which they have a restricted conflict of interest (Municipal Code §2-07-040).
- Officers must disclose if a relative or business associate desires to participate in a tax sale (Municipal Code §3-65-050).

Cottonwood Heights

- Any city personnel experiencing a conflict of interest should declare their interests publicly. If the personnel determines the conflict of interest means they cannot be

objective, they must abstain from considering, debating, or voting (Municipal Code §2-190-050).

- Requires city personnel who are members of a public body that creates conflict between their personal interests and public duties be disclosed in open meetings. (Municipal Code §2-190-090).

Corine

- Elected officials that own substantial interest in a business which does or anticipates doing business in the town must disclose such interest prior to discussion by the governing body (Municipal Code §1-8-7).

Daniel

- Any elected official is required to disclose conflict of interest requirements and not participate in any decisions related to the purchase of goods and services (Municipal Code §1-9-5).

Draper

- No city officer may acquire an interest in a contract that is subject to official city action when they believe that the city (Municipal Code §19-2-020) and every city officer who has an interest in the aforementioned code must disclose on the record of the extent of the interest (Municipal Code §19-2-010).

Delta

- Public servants may not participate in any contract involving the city when the public servant has knowledge that their relative is involved (Municipal Code §1-09-090).

Eagle Mountain

- Appointed and elected officials shall disclose every conflict of interest of which a public official has knowledge of prior to consideration of any action in any public meeting (Municipal Code §1-15-010). Officials are required to disclose the conflict prior to the meeting and may not speak in the public meeting on the matter under consideration and will normally leave the meeting (Municipal Code §1-15-020). The officials must abstain from voting (Municipal Code §1-15-040).

Emigration Canyon Township

- Employees must not participate in any outside activity that constitutes a restricted conflict of interest (financial interest) that could impair judgement (Municipal Code §2-01-207).

Enoch

- All public body members should complete an annual written disclosure statement or when there is a change in the nature of the conflict. A conflict of interest must be made orally in an open meeting to the members of the body (Municipal Code §3-500-512).

Erda

- Contracts that result from a conflict of interest are voidable (Municipal Code §1-5-12).

Francis

- Upon declaring a conflict of interest, the planning commission member should not participate in the discussion and vote of the matter (Municipal Code §2-20-030).
- All city council members shall complete a written conflict of interest statement that is made available to the public (Municipal Code §2-50-110).

Garden City

- Any officer of the town with direct or indirect pecuniary interest in any contract entered into by the Town must disclose the conflict to the town administrator (Municipal Code §3-716).
- Appointed hearing officers may be removed for a conflict of interest. Administrative Code Enforcement Judges should be free of any bias or conflict of interest that might affect impartiality of decisions (Municipal Code §3-802).

Garland

- May not be interested in any contract entered into by the city (Municipal Code §1-9-11)

Harrisville

- Officers have a conflict of interest if they receive private benefits as a result of an action. They should declare conflict of interests publicly and abstain from voting/considering the action (Municipal Code §2-06-030).

Heber

- Bids, proposals, and contracts create a conflict of interest under the Municipal Officers' and Employees' Ethics Act must be rejected unless a disclosure has been made by the official subject to the conflict (Municipal Code §3-14-160). Contracts that result under a conflict of interest are voidable.

Herriman

- Contracts that result from a conflict of interest are voidable (Municipal Code §1-10-18).

Highland

- Officials may not use their position to influence governmental decisions in which they have a financial interest, or to secure economic benefit for themselves or others. The conflict of interest must be disclosed as soon as it is created or known (Municipal Code §2-04-070)
- Contracts that result from a conflict of interest are voidable (Municipal Code §2-1-16).

Hooper

- City council members may not participate in actions that may benefit them privately (Municipal Code §1-1-5).

Hyrum

- No officer or employee of the city with supervisory authority to purchase goods, services or construction, shall have any financial interest in connection with their purchase (Municipal Code §3-04-100).

Kanarraville

- Conflict of interests must be disclosed orally in an open meeting before the discussion of the topic involved (Municipal Code §31-014).

Kearns Township

- Officers are prohibited from using non-public information in ways that could provide themselves or another a gain or benefit, from using their position to secure special privileges, and participating in outside activity that constitutes a restricted conflict of interest. They are prohibited from engaging in outside activity or financial investment that constitutes a restricted, or financial, conflict of interest. They must publicly disclose restricted and unrestricted conflict of interests (Municipal Code §2-07-040)
- Officers, representatives, agents, or members of councils must not have a financial interest in any contract, bid, or proposal, receive any compensation or gift, or have any conflict of interest (Municipal Code §3-16-110)
- Officers may not bid on or benefit from the purchase of property offered for sale if connected with the tax sale (Municipal Code §3-65-050).
- Appointed hearing officers should submit a statement of no potential or actual conflict (Municipal Code §19.10.030).

Lake Point City

- On any matter in which a commissioner has a conflict of interest, the member should disclose the conflict as required by law and not participate or vote on the matter as a member of the commission. This does not restrict the member from participating in the discussion as a member of the public or a land use applicant (Municipal Code §3-1-10).

Laketown

- No officer, employee, agent, representative or member of any committee of the town shall have a financial interest in any contract, bid, or proposal; receive any compensation or gift from any bidder or proposer; or have any other conflict of interest (Municipal Code §1-10-1).

Layton

- No member of the appeal board should hear an appeal from the department they are employed or can be related to the appealing employee (Municipal Code §2-55-060).

Lindon

- The appointed members of the planning commission should abstain from voting if they have a conflict of interest. If the commission determines a conflict of interest, the should publicly declare the conflict and recuse themselves from participation in the meeting, discussion, and vote on the matter (Municipal Code §17-08-050).

Lynndyl

- No person involved in making procurement decisions may have personal investments in a business entity that will create a substantial conflict between their private interests and duties (Municipal Code §4-08-010).

Magna Township

- Representatives must publicly disclose and have no involvement in any governmental action in a restricted conflict of interest (Municipal Code §2.07.201). A restricted conflict of interest is financial interest. They must disclose unrestricted (political, family, fraternal, social and other) conflicts of interests (Municipal Code §2.07.201).
- Representatives and officers may not have financial interest or conflict of interest in any contract, bid, or proposal (Municipal Code §3-16-110).
- Appointed hearing officers should submit a statement of no potential or actual conflict (Municipal Code §19-10-030).

Mapleton

- A member of a city body that has a conflict of interest on a matter being considered by the city body may not vote on the matter if they receive compensation, if it involves the regulation of a business entity and that individual has substantial interest in the business, and if it involves the procurement of goods or services from a business entity the individual has substantial interest in (Municipal Code §2-54-010).

Marriott-Slaterville

- The planning commission may not vote on an issue if they declare a conflict of interest (Municipal Code §2-25-020).
- Officials experiencing conflict of interests should declare the conflict publicly and abstain from participation and voting on the action (Municipal Code §2-27-030).
- Contracts resulting from a conflict of interest are voidable (Municipal Code §3-20-170).

Midvale

- Hearing examiners should be free of conflict of interests (Municipal Code §7-02-040).
- Any officer or employee of the city with a direct or indirect pecuniary interest in any contract entered into by the city must disclose such conflict of interest to the city manager (Municipal Code §3-02-170).

Midway

- Members of commissions that recognize a potential conflict of interest in a matter up for discussion must publicly disclose their interest publicly (Municipal Code §2-03-060).

Millcreek

- Individuals with conflicts of interests must publicly disclose the interest. If the conflict is restricted (a financial interest), they must not participate in the action related to the conflict of interest (Municipal Code §2-07-201).
- Contracts that result from a conflict of interest are voidable (Municipal Code §2-22-160).

Minersville

- If a member of the town council has a potential conflict of interest, they must disclose the matter to the town attorney and might have to recuse themselves from discussion. Members must also not participate in discussions for a decision if they have a conflict of interest (Municipal Code §2-306).

Murry

- Any city personnel who have a conflict of interest between their personal interests and public duties must disclose their conflict in a public meeting (Municipal Code §2-46-090). Prior to voting on governmental action, the city personnel must declare their interests publicly and abstain from participating in the action (Municipal Code §2-46-050).

Naples

- Disclosure of possible conflicts of interests should be filed upon election, and, an oral disclosure must be made before discussion of the topic involved in a conflict of interest (Municipal Code §2-05-260).

Nibley City

- Failure to disclose potential conflict of interest constitutes malfeasance in office and may result in removal (Municipal Code §3-10-110).

North Salt Lake

- No member of the city council may have an undisclosed pecuniary interest, directly or indirectly, in any contract entered into by the city (Municipal Code §1-11-10).

Oak City

- Every appointed or elected officer who has substantial interest in a business entity that is subject to the town must disclose the position and nature of their interest (Municipal Code §32-25).
- Any personal interest or investment that creates a conflict of interest must be disclosed in open public meeting to the members of the town council (Municipal Code §32-26).
- Town council members shall not use their official positions to influence governmental decisions in which they have a material financial interest, or where they have an organizational responsibility or personal relationship (Municipal Code §31-17).
- If required to be disqualified from voting by the Municipal Officers' and Employees' Ethics Act because of a conflict of interest or other reason, a disqualified Council member shall not participate in the discussion or vote of that particular item (Municipal Code §31-18)

Ogden City

- No appointed or elected official may improperly disclose private, controlled, or protected information obtained by the position or may use their position to secure privileges or economic interest (Municipal Code §2-7-3).
- No appointed or elected official may accept gifts that would improperly influence their duties (Municipal Code §2-7-4).
- Appointed and elected officers must disclose interest in entities doing business with the city and interest in entities regulated by the city (Municipal Code §2-7-5).
- Elected and appointed officers may not receive compensation for assisting a person or business entity in any transaction involving the city unless they disclose the information in an open and public meeting (Municipal Code §2-7-6).
- No appointed or elected official may participate in the contract process if they or their immediate family has an interest in regard to the contract (Municipal Code §2-7-8).

Orem

- Anytime a public servant's duty requires governmental action on which they or a family member has a direct financial or personal interest, the public servant should disclose the conflict and recuse themselves from deliberating, voting, or taking action on the matter (Municipal Code §2-6-8).
- Appointed administrative law judges should be free of conflicts of interests that might affect the impartiality of the decision (Municipal Code §11-3-4).
- Contracts that result from a conflict of interest are voidable (Municipal Code §2-7-11).

Park City

- A hearing officer must not participate in any appeal where the officer has a conflict of interest (Municipal Code §2-6-2).
- Officers of the city who have a substantial or personal interest or investment in any business entity that anticipates doing business with the city shall publicly disclose that interest prior to the discussion of the relevant matters with the entity. Any personal interest or investment by a City officer or employee which creates a conflict between the employee's or official's personal interests and his public duties shall be disclosed in open meeting to the members of the municipal body (Municipal Code §3-2-4).
- Appointed administrative law judges shall have no personal, financial, or other conflict of interest in the matter for which the hearing is being held (Municipal Code §11-19-2).

Parowan

- Contracts that result from a conflict of interest are voidable (Municipal Code §13-04-110)

Perry

- Officials who may receive private benefits from a result of a government action may not participate in that action (Municipal Code §2-19-030).
- A member of the planning commission who experiences a conflict of interest must abstain from voting on the action that presents the conflict and leave the room during the consideration of the action (Municipal Code §15-03-060).
- Hearing officers should have no personal, financial, or other conflict of interest in the matter for which the hearing is held (Municipal Code §17-02-040-4).

Plain City

- No elected or appointed officer should use their position for their personal benefit (Municipal Code §1-8-4).
- Officers of the city who have a substantial or personal interest or investment in any business entity that anticipates doing business with the city shall disclose the interest when first appointed or elected and again if their position or interest has changed (Municipal Code §1-8-6).
- Any personal interest or investment by a municipal employee or by any elected or appointed official of the city which creates a conflict between the employee's or official's personal interests and his public duties shall be disclosed in open meeting to the members of the city council (Municipal Code §1-8-8).

Pleasant Grove

- No member of an appeal board shall hear an appeal from the department in which the member is employed or is related to the appealing employee (Municipal Code §2-7-4).

Provo

- If, in the performance of an official duty, a Municipal Council member requires governmental action on a matter with a direct financial interest, the council member should publicly disclose the conflict, be disqualified from deliberating, deciding, and/or voting, and leave the dais or meeting table (Municipal Code §2-70-010).

Rocky Ridge Town

- Members on the planning and zoning commission may not vote on items for which they have a conflict of interest (Municipal Code §2.28)

Riverdale

- No member of the city council may have a direct or indirect interest in any contract entered into by the city (Municipal Code §1-9-11).

Riverton

- No public servant shall participate in any contract involving the city when the public servant or their family has financial interest pertaining to such contract, or their relative is negotiating or has an arrangement concerning future employment by a person or entity benefitting from a contract. An public servant who financially benefits from a contract must disclose the benefit to the city government heads (Municipal Code §2-120-090).
- Hearing examiners should have no conflict of interests in the matter for which a hearing is held (Municipal Code §7-06-040).
- No corporation, partnership or individual shall do work for Riverton City if they employ a member of the governing body unless the interest was disclosed before the bids were solicited or and the contract went through a formal bidding process (Municipal Code §3-15-020).

Salem

- No officer or employee of the city shall be directly or indirectly interested in any contract, work, project, business, or in the sale of any item involving the city without first disclosing this interest to the mayor and council (Municipal Code §2-1-070).
- No employee or agent of the City shall work for or be employed by any contractor, developer, or subdivider for certain services (Municipal Code §13-3-190).

Salt Lake City

- If the performance of a public servant constitutes governmental action on a matter involving a conflict of interest, the public servant should publicly disclose the matter and disqualify themselves from participating in any deliberation and voting of the matter (Municipal Code §2-44-030).
- Contracts that result from a conflict of interest are voidable (Municipal Code §3-24-130).
- Appeals hearing officers should not participate in hearings in which they have a conflict of interest (Municipal Code §21A-06-040).

Santa Clara

- An administrative hearing officer must not participate in any appeal where the officer has a conflict of interest (Municipal Code §17-60-070)
- Bids, proposals, and contracts that create a conflict of interest shall be rejected unless a conflict disclosure has been made (Municipal Code §3-20-160).

Sandy

- Personal interest or investment by any elected or appointed official that creates a conflict between personal interests and public duties must be disclosed in an open meeting to the members of the body (Municipal Code §1-3-7).
- Appointed hearing officers should be free of conflict of interest that might effect the impartiality of decisions (Municipal Code §1-4-8).

Saratoga Springs

- Hearing officers must be free of conflict of interests (Municipal Code §3-09-02).

Smithfield

- No member of the city council or city employee may be interested directly or indirectly in any contract entered into by the city (Municipal Code §3-24-080).
- Hearing officers shall not participate in appeals in which they have a conflict of interest (Municipal Code §10-08-304).

South Ogden

- Elected officials who own or have a substantial interest in any business entity subject to regulation by the City should disclose the position held and nature of the interest in the entity when first elected, or when business or interest changes. The official may not receive compensation as a result of the transaction between the city and business entity (Municipal Code §1-6-1).

South Salt Lake

- Appointed hearing officers and administrative law judges should be free from an bias or conflict of interest (Municipal Code §2-22-060).
- Individuals, including officers and appointees, participating in a procurement process should comply with all applicable ethics and conflict of interest laws. Those laws prevent individuals from using the procurement system to secure special privileges, from receiving gifts and payments for assisting in transactions, from having interest in business seeking city business and interest conflicting with public duties, and from receiving individual material benefits or contracts benefitting self or family (Municipal Code §3-12-290).

Spanish Fork

- No member of the city council or city employee may be interested directly or indirectly in any contract entered into by the city without first disclosing the interest to the city manager (Municipal Code §2-04-060).
- Contracts that result from a conflict of interest are voidable (Municipal Code §3-08-100).
- No employee or agent of the City shall work for or be employed by any contractor or subdivider for certain services (Municipal Code §15-4-16-100).

Spring City

- The appointed members of the beautification commission shall not have any conflict of interest that would inhibit their ability to be fair and impartial in performance of their duties (Municipal Code §2-2-2).

Springville

- No employee or agent of the City shall work for or be employed by any contractor or subdivider for certain services (Municipal Code §14-5-116).

South Weber

- Elected and appointed officials are required to disclose actual or potential conflicts of interest between their public duties and their personal interests (Municipal Code §1-4-10).

St. George

- Appointed administrative hearing officers should not participate in appeals in which they have a conflict of interest (Municipal Code §1-15-1).

Syracuse

- No member of the Governing Body or City employee may have a direct or indirect interest in any contract entered into by the City (Municipal Code §13-40-100)

Taylorsville

- Contracts that result from a conflict of interest are voidable (Municipal Code §2-32-170).

Vernal

- Appointed appeals and variance hearing officers should not participate in appeals in which they have a conflict of interest. If they do, the matter should be brought to the city council to make a decision and determine what remedies are necessary to mitigate the conflict (Municipal Code §16-10-010).

Washington Terrace

- Appointed members of planning commission may not vote if they declare a conflict of interest (Municipal Code §2-14-010).
- Officers who may receive private benefits that may come as a conflict of interest should not participate in the action. If an officer is experiencing a conflict of interest, they must declare his interest publicly, abstain from voting on the action, excuse themselves from the room, and not discuss the matter privately with members of a public body (Municipal Code §2-24-030).
- Contracts that result from a conflict of interest are voidable (Municipal Code §4-29-170).

White City Township

- Representatives must publicly disclose and have no involvement in any governmental action in a restricted conflict of interest. A restricted conflict of interest is financial interest. Must disclose unrestricted (political, family, fraternal, social and other) conflicts of interests (Municipal Code §2.07.201).
- Officers and representatives may not have a financial interest in any contract, bid, or proposal, receive any compensation or gift, or have any conflict of interest. If an officer

has an interest in a contract submitted to the city, the officer must disclose the conflict and not participate in the procurement process (Municipal Code §3-16-110).

West Jordan

- Contracts that result from a conflict of interest are voidable (Municipal Code §1-11-8).

Safe Harbor- Public Comment

#1 Email Received 7/2/2024 at 12:25pm

Hi, My name is Lynzie Harris. I am a neighbor and a friend of Savanna Bushman. I live at 122 sage hill circle just across from her. Our neighborhood is very kid friendly and family oriented. I would say we are very lucky to live here. Unfortunately, I don't feel like our neighborhood would benefit from this type of business. I know that as a mother of three kids, I am afraid of the change in dynamic that will occur or could occur with the different challenges that the individuals needing this help would be going through. I feel like it puts my family and most of all, my children at risk. I personally would not feel comfortable not knowing what could happen if an individual were to attract criminal activity to the area. Or relapse, what could happen? There is so much that crosses my mind of what "could" happen. And it has made me feel very anxious and uneasy. I want to mention that I have lived in Grantsville my whole life. I love it here and love our city. I just dont think this is the right place to provide this care. Thank you for your time.

Sincerely, Lynzie Valdez Harris.

#2 Email Received 7/9/2024 at 8:07pm

Hello Jaina,

I am a homeowner that lives at 61 Aspen way in Grantsville. It has been brought to my attention there are plans in the works to created a halfway home inside my neighborhood loop just down the street of my home.

This is VERY concerning to me as I have 3 very young girls aging from 1-4 years in age.

While I do understand the importance of a halfway home, as I have family members who have personally used them on their path through recovery, inside this neighborhood full of young family’s with lots of little kids constantly playing outside simply is not the place.

I am concerned about traffic too and from the home as this home is located towards the back corner of the neighborhood and it is required to drive through the neighborhood to get to it.

I am worried about the people associated with those would be staying in this home coming around our neighborhood and around our kids and family’s.

This area also does not provide many options for employment for these individuals who would

be staying here making it a poor location for this home.

I hope this is email is taken into consideration and you would treat this situation the same as if this halfway house was being considered next door to your own home with your own family and children.

Thank you,
Allen Murphy

#3 Email Received 7/9/2024 at 8:12pm

Please do not put a halfway house or rehab center in the middle of our neighborhood! There are kids in nearly every home in our area. I teach an in home preschool and the children love our nature walks around the block. My Little girls are just getting to the point where they can ride their bikes up and down our quiet street and I'm afraid all this will be ruined if this is put here. I left the city to get away from this stuff. I'm here in grantsville to raise my family in a safe environment. Don't take that from my little darlings!

Rhondelle Murphy

#4 Email Received 7/10/2024 at 9:23am

I am writing in protest of a halfway house that is proposed to be on Aspen Way in Grantsville. I know a halfway house can be a good program to give support to drug addicts, or people coming from prison. Some actually want to change, but others don't and continue the unwanted behavior. I have grandchildren that are living on that street and there are a lot of other little children in that area making it a poor spot for one. It's just not worth the danger and risk it would put the kids in. Please consider a different location that wouldn't provide as much risk to our children and community.

Sincerely,
Kellie Murphy

#5 Email Received 7/10/2024 at 10:20am

I am completely in agreement that half way homes are a great way to help people get back into a productive lifestyle. However, my concern is with the placement of the one you are currently planning on opening in Grantsville. A neighborhood that type of house is located in is extremely important. A neighborhood with a lot of young children would not be appropriate. Perhaps a

more rural setting with the homes farther apart would work better. Please consider carefully the location. Thank you.

Jena Langford

#6 Email Received 7/11/2024 at 4:44pm

July 11, 2024

Dear Grantsville Planning & Zoning Commission,

We would like to express concerns with the zoning adjustment request (conditional use permit) for 119 Waterhole Way. Approving this permit for a Sober Living Home / Transitional Treatment Home will negatively impact our neighborhood. We have lived here for over a decade and put a lot of time, energy, and service into our great community. Our kids have enjoyed Farm Camp, participating in Little League sports, and extracurricular school activities. We support local businesses, volunteer with the schools and with other activities whenever possible. We want Grantsville to grow in positive ways! We know this would be a negative change.

Allowing the stated permitted use of this property would create a disjointed flow of this neighborhood. Over 70 single-family homes ... and on the same lot size, a 24-hour treatment facility business? No. This is not the place. There is not enough space here to adequately serve that business. It also seems the house itself would not allow enough room for common areas, such as a kitchen/cafeteria, visiting rooms, laundry, or other amenities needed for 7-12 individuals (more than just bedrooms). And where will the 24/7 staff be staying? Also this would increase traffic flow and disturb the peaceful neighborhood environment. Grantsville already has a transitional treatment facility on 159 W Vine St. It was approved in February of 2023. That isn't a lot of time to verify the effects it will have on the community before adding another. How is this facility benefiting Grantsville City? Will it still be beneficial in 5 years, 10 years? Do we (as city residents) really think another will be a good idea? How has it impacted that neighborhood? Do the residents living near that business feel it enriches their lives? We have spoken with people in Cache County, Utah who are also in a small community, with limited public services such as transportation and job opportunities. They have a similar group home that has been there much longer. It is located in a larger structure, but still next door to family homes. Their report is that it is bad news! The residents of the transitional home don't seem to be making progress, people of questionable character are often sitting around outside. The families there can no longer have their children play outside safely. They've also seen the facility switch between housing different groups and ages, and it's all the same for the neighbors: trouble. If this Grantsville location is approved, the homeowners would have no say in what's happening in their neighborhood. The group home occupants could be changed by the business's discretion. How is the business funded? Is the state paying for it? Does Grantsville City get extra financial

kickback by having this facility within its boundaries? How does it help Grantsville at all? And if so, is that worth the trade-off of potentially damaging the future of this neighborhood?

Please see attached news articles regarding group homes and residential treatment centers

From the NBC article “Residential Treatment Centers put profits ahead of children’s safety” (www.nbcnews.com):

“Residential Facilities... in a system that optimizes profit over the well-being and safety of children... often pack the facilities to capacity and fail to hire adequate qualified staff... Flaws that are endemic to the operating model of the companies, which treat children as payouts” (NBC News, June 12, 2024)

“American tax dollars are funding these facilities...some of which receive over $1,200 per day, per child from the Medicaid program. The experiences and trauma these kids are left with reads like something from a horror novel.” (NBC News, June 12, 2024)

Are the owners of the proposed sober living home qualified to meet the demands of such a facility? Do they have the licensure, education, and training to deal with the variety of problems and challenges that residents of the group home will have? Will there be enough qualified staff there? How is this guaranteed to continue throughout the existence of the business? We have checked Utah’s Division of Professional Licensing (https://dopl.utah.gov) and Utah’s Division of Corporations and Commercial Code (Utah.gov) and have found no licensing for the potential owners of the group home (Savannah Bushman, Michael Bushman, and Safe Harbor). If a facility like this is not run well, it will be a disaster for both the group home participants and the community. Currently in our neighborhood there are more than 60 children living within close walking distance of the proposed Group Home. Many kids are often playing right outside this property, in a quiet circle of the neighborhood. If the group home houses children, they will influence our community too. There will be a revolving door of occupants with various traumatic life experiences interacting with our neighborhood’s impressionable kids. Stable environments allow healthy growth. We need to protect our community’s most precious asset: the children, because they are the future. Placing a group home in the middle of a stable neighborhood creates constant change, chaos, and other challenges. This is not good for our children or for our future. The facility would be “open for business” 24/7. This is not conducive to a family schedule. The business would be required to have constant camera surveillance, why? Probably because things have historically “gone wrong” at some point with this type of group home. It seems that the real question is not “if” something goes wrong, but “when” and “how often.” Individuals who have been in prison for drug charges and successfully completed a rehabilitation program would be permitted to live in a facility like this. Statistics show that these people still have a 48% relapse and rearrest rate (over 8yrs). And of those rearrests, 30% are drug related, and about 20%

violent. (see the chart on pg. 23: Recidivism and Federal Bureau of Prisons Programs: Drug Program Participants Released in 2010 (ussc.gov)) These numbers are too high to feel safe for our family and neighbors!

*** Please see attached news articles regarding group homes and residential treatment centers ***

From the Deseret News article “Victim loved helping troubled teens” (www.deseret.com):

Regarding the murder of a group home worker (Raechale Elton), Johnson, a Weber State criminal justice instructor of the victim, said “There are dangers in working in group homes for troubled teens. In criminal justice we have these unexpected dangers that lurk, and that’s what happened with her” (Deseret News, Feb 18, 2006)

We don’t want to invite something into our neighborhood that has a high potential to cause personal damage/loss to our family or neighbors. This neighborhood is a great place for families and kids, not for a group home facility. Due to the layout of the neighborhood, accessing the property requires going past nearly every other house in the neighborhood. It would impact the WHOLE neighborhood. The owner of the facility has no guarantee for the safety, comfort, or general welfare of those within the vicinity of the group home. Are they installing surveillance cameras and security gates for OUR properties...? Is that really a family-oriented lifestyle?

Also, if approved, the owners would no longer be living in the neighborhood with their family. Probably because they don’t want their own children subject to that environment.

The business description states they will not accept individuals with violent or sex offense histories.

What’s considered a non-violent crime? Among the top of the list are theft and drugs. Not things we want around our neighborhood. Also, just because it doesn’t show up on someone’s criminal history doesn’t mean it couldn’t happen in the future. There are “unexpected dangers that lurk” as the Weber State criminal justice professor stated about the murder case.

This business is aiming to reintegrate individuals into society and maintain jobs with sobriety. Can Grantsville adequately support that? The resources needed to support that idea are not

readily available nearby. Recent high school graduates with no criminal background are finding it challenging to get employment here. Transportation would also be a problem. If these group home residents aren't working, what will they be doing? If this change was approved, it would negatively impact the salability of homes in the neighborhood. Because, honestly, who wants to live and raise a family next to a hazard? No one. Are the time and presence we have contributed to our community in helping build it to become a safe environment being completely disregarded? It feels as if our goodness and kindness is being exploited, while the potential business owner walks away with a monthly profit. Many of our neighbors agree that this would be a terrible and inadequate placement for a sober living home/ transitional treatment home. (See attached petition with 77 signatures of neighbors most closely affected) Please listen to the voice of the people in denying this permit use in our neighborhood!

Concerned citizens,

Paul Johnson



Amanda Johnson



NBC NEWS

Residential treatment centers put profits ahead of children's safety, Senate report finds

June 12, 2024, 6:32 AM MDT / Updated June 12, 2024, 11:06 AM MDT

By Tyler Kingkade

Children in residential treatment facilities run by some of the country's largest behavioral health companies are at risk for sexual abuse, dangerous physical restraints and overmedication, problems compounded by weak oversight and a system that "optimizes profit over the wellbeing and safety of children," a Senate committee reported Wednesday.

The companies that were investigated rely on per diem payments from Medicaid and other government sources to treat the young people in their custody, many of whom have developmental disabilities or are in foster care, but the companies often pack the facilities to capacity and "regularly fail to hire adequate numbers of qualified staff," the report found. Those flaws are "endemic to the operating model" of the companies, which "treat children as payouts," the report says.

The Senate Finance Committee released the landmark report Wednesday ahead of a hearing into its findings, the result of a two-year investigation examining four major operators of residential treatment facilities for children: Universal Health Services, Acadia Healthcare and Vivant Behavioral Healthcare, which are for-profit companies, and Devereux Advanced Behavioral Health, a nonprofit organization.

The report found "rampant civil rights violations," including the overuse of seclusion and of "chemical restraints," injections intended to keep children calm, even when they were already relaxed or cooperative.

"American tax dollars are funding the kind of abuse our investigators found," Sen. Ron Wyden, D-Ore., chair of the committee, said at the start of the hearing. "In some cases these facilities receive over $1,200 per day, per child, from the Medicaid program. The experiences and trauma these kids are left with reads like something from a horror novel."



Sen. Ron Wyden, D-Ore., helped lead the investigation. Mariam Zuhaib / AP

The bulk of the 130-page report documents maltreatment and violations at the facilities. The majority are pulled from incidents at facilities run by Universal Health Services and Acadia, which are publicly traded corporations, and include graphic allegations of sexual assaults by staff members against children. The report said there were "numerous" accounts of residential treatment staff members' "dragging or throwing" children in their care, and pushing them into fences, walls and furniture," based on the companies' records.

"Residential treatment is relied on because it's an alluring model if you don't know what's going on in there," Reagan Stanford, an attorney with Disability Rights Arkansas, said during the hearing. The facilities sell themselves as specialized providers with all the services a child will need and places for children with nowhere else to go, she said, "but the reality is not that."

Dozens of youth rights advocates and people who'd been placed in residential facilities as teens attended the hearing. Sen. Mike Crapo, R-Idaho, the ranking member of the committee, addressed them in his opening remarks.

"To the victims in the audience and around the country who've suffered abuse and neglect in residential treatment, your experience is entirely unacceptable," Crapo said. "Facilities entrusted with caring for our most vulnerable youth must be held to the highest standards and subject to routine oversight."

Wyden said he hopes to see legislation introduced to address issues documented in the report but did not provide a timeline for a bill's introduction.

In one incident the Senate report described, which was also detailed in a state investigation report obtained by NBC News, a female staff member at a Universal Health facility in Oklahoma admitted to molesting a girl in 2021 and said she planned to have "a more intimate relationship" when the child left and turned 18. The facility moved the staff member to another unit after patients reported the misconduct, but she continued to stand outside her victim's window each night, according to the report. Universal Health told the committee the staff member was later terminated.

At an Acadia facility in Arkansas, according to the report, company records showed staff members simultaneously placed children in a seclusion room and chemically restrained them – which is prohibited by federal regulations – 110 times in 30 days. Acadia executives told the Senate committee that the facility employees had not been following company policy or government rules.

"The patient stories highlighted in the Committee's report are heartbreaking," Acadia said in a statement. "Our industry can and must do better," it said, adding that it was committed to ensuring that "all patients in Acadia's care receive the support and compassionate treatment they deserve."

Leah Yaw, a senior vice president at Devereux, said the company categorically denies that children in its programs are placed in abusive or unsanitary conditions. She said its use of medication is "extraordinarily careful" and that it funds college assistance programs to help address industrywide staffing challenges.

Universal Health Services said in a statement that it vehemently disputes the report's characterization of its facilities as understaffed and unsafe.

"Incidents of staff failing to follow our training, policies, procedures and protocols are an extreme exception and not the norm," the company said.

Marc Miller, the company's CEO, declined an invitation from the committee to testify at Wednesday's hearing in a letter from a multinational law firm to Wyden. In the letter, obtained by NBC News, the company said that it had already provided over 12,000 pages of documents and spent hundreds of hours responding to Senate staff questions and that it was concerned that the investigation would present an "incomplete picture of the care and treatment" at the company's facilities.

Devereux and Vivant said its executives were not invited to testify. Acadia did not say whether its executives had been invited.

The probe began in 2022 as child welfare advocates called for increased oversight of youth treatment centers following high-profile incidents of abuse and deaths at facilities around the country.

In a 2020 example cited in the report, 16-year-old Cornelius Frederick died after he was restrained by several staff members at a Michigan facility run by Sequel Youth and Family Services for throwing a sandwich. NBC News investigations revealed that states often cited Sequel facilities for the improper use of restraints and for having unsanitary conditions.

The Senate Finance Committee said the problems stem from inadequate employee training and understaffing, pointing to a lecture that Sequel's founder, Jay Ripley, gave at a university in 2015. "You can make money in this business if you control staffing," Ripley said in a video previously obtained by NBC News, adding that he focused on taking in children whose tabs would be covered by government agencies to provide more financial stability for the company.

Ripley founded Vivant in 2021 as states cut contracts with Sequel and some of its facilities closed. Vivant subsequently purchased a majority of Sequel's operations. According to their LinkedIn profiles, the Senate report found, several of Vivant's top staffers were executives at Sequel until 2021.

In a statement, Vivant said controlling staffing levels is a normal business concept about having an appropriate number of employees and that it is not synonymous with understaffing. Vivant said it provided records to the committee showing that it does not understaff its facilities and that it requires employees to be trained in patient safety.

The Senate report urged the companies to conduct comprehensive staffing reviews, install more security cameras and ensure they adhere to existing federal regulations on restraints. State and federal oversight agencies need to ensure companywide improvements, rather than site-specific fixes, when violations are uncovered in a facility, the committee said.

"So long as providers are allowed to proceed with business as usual," the report said, "children will continue to suffer."



Tyler Kingkade

Tyler Kingkade is a national reporter for NBC News, based in Los Angeles.

DeseretNews

UTAH

Victim loved helping troubled teens

Published: Feb 18, 2006, 12:00 a.m. MST



Rape-stabbing victim Raechale Elton was killed Wednesday in a group home in Clearfield.

By Deseret News, Ben Winslow

FARMINGTON — Raechale Elton, stabbed to death this week at a Clearfield home for troubled teenagers, wanted to work with the teens because she loved them, her grandmother says.

Her voice shaking with emotion, Beverly Elton sobbed Friday as she described her 22-year-old granddaughter.

"She was lovable, a real caring person. She was a hard worker and had a desire to make something of her life," Beverly Elton said. "She was attending Weber State (University), and she was ready to graduate at the end of the year in criminal justice. That's why she was working where she was, taking care" of the young offenders.

Robert Cameron Houston, 17, who had received counseling for sex offenses, was charged Friday in 2nd District Court with aggravated murder, aggravated sexual assault and rape in Raechale Elton's death. She was stabbed to death late Wednesday inside an independent living residence operated by Youth Health Associates, where she worked.

Davis County prosecutors filed adult charges against the youth. The teenager would not be eligible for the death penalty because of a U.S. Supreme Court ruling that forbids the execution of minors. Still, the Davis County Attorney's Office said it would push for life in prison without parole if Houston is convicted.

"It's so devastating to have her life taken so violently," the victim's grandmother said. "She had so much potential, so much to give."

At WSU in Ogden, where Raechale Elton was a senior, her professors and fellow students were in tears upon hearing of the slaying.

"There's a hole in the world today because she's gone," said Paul H. Johnson, an associate professor of criminal justice.

Clearfield police said Houston confessed to the crime, telling them he thought Elton was "cute and he was infatuated with her."

Raechale Elton took a job at the Clearfield group home operated by Youth Health Associates about six months ago.

YHA officials said that on Wednesday Elton gave Houston a ride from the YHA Clearfield group home to an independent living home at 396 Marilyn Drive, just a few blocks away. The attack occurred at that address.

A staff member who was supposed to be supervising Houston was caught in traffic because of the storm Wednesday night and so was not at the center.

Davis County Chief Deputy Attorney Bill McGuire told the Deseret Morning News that Houston used a knife to force Elton to have sexual intercourse with him, then stabbed her multiple times. Houston then took her car and apparently tried to kill himself by driving into a nearby house, McGuire said.

Doug Mahlstede, whose home was damaged when the car slammed into it, said, "He tried to take the knife out and said, 'You should stab me, kill me now.' I told him to keep it in his pocket." The teen was treated at Davis Hospital for internal injuries suffered in the crash. He was released from the hospital and booked into the Davis County Jail Friday.

Beverly Elton said her granddaughter enjoyed her work at YHA.

"She really had a love for those kids there. She wanted to help them in their lives. She wouldn't have done anything that would have made them angry, I'm sure," Elton said. "I didn't realize it was the kind of facility it was. She didn't have any protection, I guess. There just was no one there when she took the fellow home."

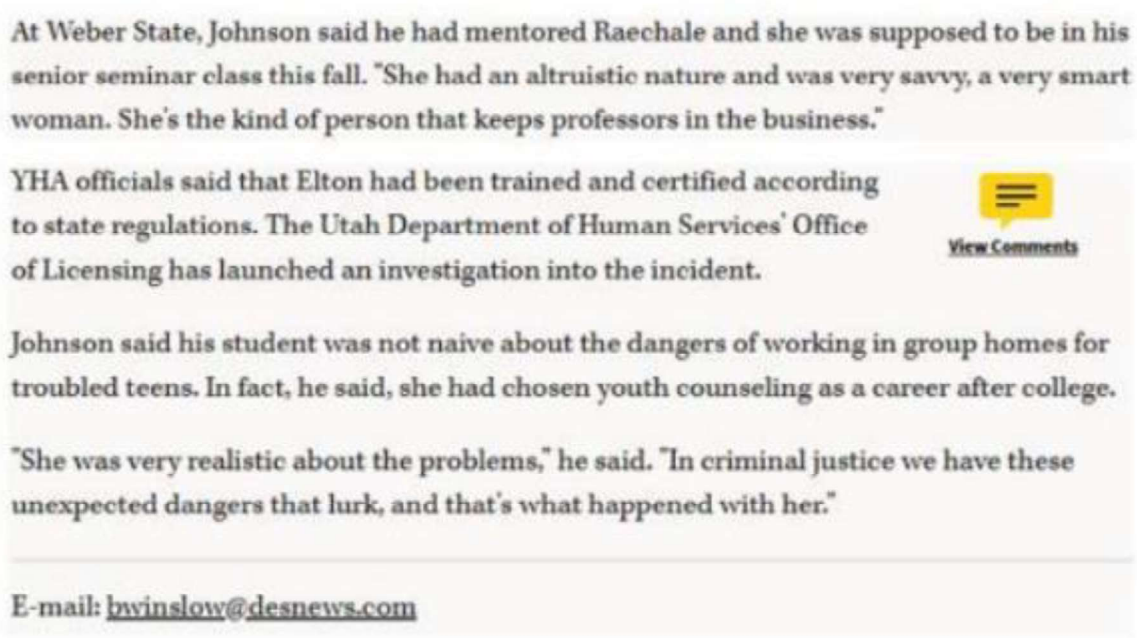
Houston is scheduled to make his first appearance before a judge in Farmington's 2nd District Court on Tuesday. That same day, Raechale Elton's family will hold her funeral in Tooele.

McGuire explained the adult charges against Houston: "I think the particular crime, how it came about, what happened during the crime, plus the background of the juvenile, makes it such that we would seek that kind of resolution (lifetime incarceration). I think that's appropriate."

Houston has been in state custody since 2004. He told Mahlstede that he had recently been released from a "rapist recovery center" after fooling people into thinking he had been successfully treated.

Elton's family was outraged.

"I'd certainly like to see him prosecuted for those evil, terrible things that he's done," said Beverly Elton. "I know he's sick, but I just don't understand how he could be released to be out and basically be on his own in society. I guess he just manipulated them to think he was OK and that he was doing well."



At Weber State, Johnson said he had mentored Raechale and she was supposed to be in his senior seminar class this fall. "She had an altruistic nature and was very savvy, a very smart woman. She's the kind of person that keeps professors in the business."

YHA officials said that Elton had been trained and certified according to state regulations. The Utah Department of Human Services' Office of Licensing has launched an investigation into the incident.

View Comments

Johnson said his student was not naive about the dangers of working in group homes for troubled teens. In fact, he said, she had chosen youth counseling as a career after college.

"She was very realistic about the problems," he said. "In criminal justice we have these unexpected dangers that lurk, and that's what happened with her."

E-mail: bwinslow@desnews.com

(see also petition received)

#7 Email Received 7/12/2024 at 12:22pm

Dear Grantsville City

I am writing to express my strong opposition to the proposal for establishing a safe house in our residential neighborhood. While I understand the necessity of providing support for individuals transitioning out of the criminal justice system, placing such a facility within a residential area raises significant concerns that cannot be overlooked.

1. Public Safety Concerns

Our neighborhood is home to many families with young children who play and walk to school daily. Studies have shown that recidivism rates among individuals released from correctional facilities remain a pressing concern. According to the Bureau of Justice Statistics, nearly 68% of released prisoners were re-arrested within three years, and 77% were re-arrested within five years of release. The presence of individuals with a high likelihood of re-offending in a neighborhood filled with children poses an undeniable risk. The safety of our children must be our top priority, and introducing this element into our community threatens that safety.

2. Lack of Accessible Amenities and Employment Opportunities

Our neighborhood lacks essential amenities and employment opportunities within walking distance, making it unsuitable for a safe house. The residents here rely on personal vehicles for

most errands and activities, as there are no nearby stores, public transportation options, or support services. There are also no local businesses or industries where residents of the safe house could easily find employment. This isolation would not only inconvenience the safe house residents but also potentially increase loitering and trespassing as they seek access to necessary services and jobs.

3. Impact on Property Values

The introduction of a safe house can have a detrimental effect on local property values. Research indicates that the presence of correctional facilities or halfway houses in residential areas can lead to a decrease in property values. A study by the Federal Reserve Bank of Philadelphia found that homes within a half-mile of a halfway house experienced a reduction in property values by up to 8.2%. This decline in property value affects the financial well-being of all homeowners in the vicinity.

4. Community Resources and Stability

Residential neighborhoods are typically designed to provide a stable and secure environment for families. The integration of a safe house could strain local resources, including law enforcement, healthcare services, and community support networks. Additionally, the presence of such a facility may cause anxiety and fear among residents, especially parents of young children, disrupting the social fabric and overall sense of community.

5. Zoning and Land Use Regulations

Most residential neighborhoods are governed by strict zoning laws that dictate the appropriate use of land to maintain the character and integrity of the area. The introduction of a safe house is likely to contravene these regulations, setting a precedent for future deviations that could further alter the neighborhood's landscape. It is crucial to adhere to zoning regulations to preserve the intended residential nature of our community.

6. Alternative Solutions

While it is essential to support individuals in their reintegration into society, alternative solutions must be considered. Safe houses should be located in areas that are better equipped to handle the unique challenges they present, such as commercial zones or areas with more robust support infrastructure. This approach ensures that the needs of these individuals are met without compromising the safety and stability of residential neighborhoods.

In conclusion, while the goal of providing support for individuals transitioning from the criminal justice system is commendable, placing a safe house in a residential neighborhood filled with children, lacking accessible amenities and employment opportunities, poses significant risks to public safety, property values, community stability, and zoning integrity. I urge you to reconsider this proposal and seek alternative locations that better align with the needs of both the residents and the individuals requiring support.

Thank you for your attention to this critical matter.

Sincerely,

Brian Peterson

150 Aspen Way

#8 Email Received 7/17/2024 at 3:28pm

Dear Ms. Bassett,

We are writing in reference to the public hearing on the Sober Living Home on Waterhole Way. We are not able to attend the public hearing, but we would like to make it known that we are concerned about the possible location of this Home. We live close by (Dry Creek Circle) and have two small children. We're also aware of many other children within our small neighborhood. Our concern is for the safety of these children. This type of Home may bring situations to the area that could put the children in the neighborhood in unsafe situations. We ask that you take this concern into consideration as you make a decision.

Thank you,
Camille & Nickolas Coons

#9 Email Received 7/17/2024 at 3:50pm

Grantsville City Planning and Commission,

This email is regarding the rezoning of 119 Waterhole Way, for a sober living home. I am strongly opposed to allowing Savannah Bushman to own and operate Safe Harbor Sober Living. My decision is nothing against Savannah, and her family, but instead based on my personal experience with close family and friends with a drug addiction.

I have lost both friends, and family, to drug addiction and have watched my sister battle addiction for 20+ years. I know the effects it has on a family, as my mom raised my nieces and nephew as their legal guardian from the ages of newborn, 3, and 5 because of my sister's battle with drug addiction. I have seen all the struggles that come with addiction. I fully understand the need for sober living and other resources to help addicts become clean and sober, but because of what I know and have experienced with sober living houses, I do not want one in my neighborhood for the reasons of increased crimes, reduced safety, and reduced home valves.

I understand that sober living houses are a privilege only available to non-violent criminals, and require a completion of a drug course to be accepted, but it is also inevitable there will be

relapses and altercations that cannot always be controlled. When these events happen, people tend to act in very dangerous and harmful ways towards themselves and/or others by either committing violence, vandalizing, and/or theft. I have personally seen family members harm and steal from the people that love them most. Not because they are a bad person but because they lose control while under the influence of drugs, or withdrawing and needing their fix. If an addict is willing to commit these acts towards family, they would have no problem doing it to the residents of our community. The residents should not have to experience or witness these events, especially with the impact they can have on children. This is concerning and not fair to the residents to have to deal with this, at no fault of their own.

This neighborhood has many children that still enjoy playing outside. Parents have never had to worry about their child's safety, and children have always felt safe playing in the neighborhood. I believe this sober living house would change all of that. Sober living homes tend to bring more traffic to the area from many people coming and going. These homes house multiple people at one time, and usually for short periods of times, meaning that there will always be a revolving door of people inside and outside of the home. This can put residents on edge and uncomfortable in their own home and neighborhood due to the increase in traffic of unknown people, with unknown backgrounds. This will end that feeling of a quiet small-town neighborhood that we all love and enjoy.

It does not take very much research to find that sober living homes will reduce surrounding home values. A study out of Philadelphia by the Federal Reserve Bank estimates any home within a half-mile of a sober living house can see a reduction in home valves by 8.2%. With today's housing market, many of us do not have the means to move away if the sober living home was to be approved. So, instead, the residents of this neighborhood would be left to deal with the effects the home would bring. The introduction of a sober living home would negatively impact the equity of everyone's home in the neighborhood, which in today's economy, is not something many families can afford.

I do understand that sober living homes can be beneficial and a positive thing for recovering addicts. However, I do believe there are better locations that will not wreak havoc on a small-town community due to increased crime, reduced safety, and diminishing home valves. I would hope that the members of Grantsville City Planning and Commission would consider these concerns and make the best decision for our community to keep our city safe and desirable for years to come.

Best,
Trevor Lujan

#10 Email Received 7/17/2024 at 9:39pm

We would like this to be considered for the meeting.

After careful thought and consideration, I do not think it is in the best interest of our neighborhood or community to put a transitional home on our street. I have grown up very close to situations with recovering addicts and they do get better (sometimes), but it is oftentimes a

long a grueling path for them to get better. Within the first year out of treatment alone 80% will relapse. I've watched my sister in-law relapse time and time again with alcohol and recently over the last 2 years I have watched my brother try to get clean off heroin. Things go great while they are clean, but one slip and it can turn bad quickly. When things get bad there can be public altercations, screaming and yelling, all the way to potential full-on fights, possibly finding drugs or paraphernalia around. As well as creating a potential higher need for police involvement. I have worked hard and tried to choose very carefully where to raise my family and keep my child out of these environments. My brother I mentioned before, lives in the city where there are tons of resources (i.e. day programs, public transportation, hospitals, ERs and activities to stay busy) and he still has had a hard time. I do not believe Grantsville has the resources a recovering addict needs readily available. Most resources are in Tooele or out towards SLC. 25 minutes is a long time when someone potentially needs help. Especially when relying on public transportation. I also think by opening this Transitional house it will take away from the resources we are already shorthanded on.

With the unknowns and how fast situations can change in this house/environment; I also worry about the kids in our neighborhood. This house is placed right in the middle of the street where there are lots of little kids constantly out playing and running around. It has been stated this will be for non-violent offenders and for females. How long will that stay the case though. Will there be a new meeting if these things change? My sad truth is Drug and Alcohol addiction, and recovery, can quickly turn violent from the things I have already experienced firsthand. Relapse can also bring more issues that can bleed into the neighborhood.

This will also more than likely hit the whole neighborhood financially as well. This will drop our property values that we have all worked so hard for. I feel like if Grantsville allows this house to move to a Sober living/Transitional home, it will come to negatively affect the neighborhood and community I have come to love in the last 4 years.

Thanks,

Bradley and Jamie Tolman

#11 Email Received 7/17/2024 at 11:31pm

To whom it may concern:

We live on Wilrose Dr. around the corner from the proposed sober living/Transitional home.

There are way too many kids in the neighborhood to have ex cons trying to get back on their feet.

Also there are not that many places for employment in Grantsville as is. It is all around the wrong location for such a house. The idea is great, the location is horrible too many kids in the neighborhood, not really any jobs in town, it's a great way to drop the property values of all the homes in the neighborhood hood too.
No one is going to want to move into an neighborhood that has a transitional home in it, especially if they have kids.

Would you want a transitional home/sober living in your neighborhood or next door to your family and kids??

There is no way to regulate who gets housing there or what their record/background is.

Do you want dugs and alcohol in a family neighborhood? I get it is a sober living, BUT people only change IF they want to.

Who is helping them rehab their lives? Are they trained, licensed professionals?? Or just someone trying to be helpful who doesn't have the proper training and skill set to actually help these individuals straighten their lives out?

Once their old friends find out where they are, then you have more ex cons in the neighborhood possibly trying to push drugs, alcohol or maybe even try to kidnap children in the area and traffic or abuse them physically or sexually or worse murder.

Please, my wife and I urge you NOT to approve the conditional permit for the the safe harbor/sober living/ transitional treatment home.

Who is going to be offering the said treatment? Are they certified, licensed professionals?? Or is it just someone who thinks they can help people get on their feet and TRY to straighten their lives out?

These people need a better location for them to get on their feet and TRY to straighten out their lives, not in our neighborhood.

Thank you for your time,
Mike & Erica Sticht

#12 Email Received 7/18/2024 at 9:24am

Jaina,

My name is Mark Baker and I live at 46 Barbed Wire Circle in Grantsville. I wanted to send you an email to express my concerns with the plan to convert one of my neighbors homes into a Transitional Treatment Home.

Let me start by sharing with you that I spent 5 years working at the highest residential treatment level for at risk youth and foster youth. I was a “live-in” behavioral specialist that oversaw the care and treatment for up to 10-11 teenage girls at a time and also a consultant to 20+ treatment foster parents. I was responsible in working with these at risk youth in helping them overcome behavioral issues with included, Self-Harm, Suicidal Ideation, Trauma from Sexual Abuse, Trauma from Physical Abuse, Drug Use, Alcohol Use, and more. I lived in a home with these youth 24/7, along with my wife, and supervised 3 other Associate Staff Members who worked in the home during the day. I worked directly with these youth myself and also supervised and trained my treatment level foster parents how to work with these at risk youth and their

behaviors. I've helped them achieve nationally recognized certifications in the behavioral teaching model adopted by the non profit organization and in short - I have experience with a "live-in" treatment program.

While I worked directly with these youth, I was required to also work with their parents who often times were completing some sort of recovery program that would be similar to the proposed program being reviewed for approval at this time. I have learned first hand the difficulties the parents have had with drug and alcohol recovery and I've seen many of these parents work very hard to complete their program so they could be reunited with their children in my care. I have great compassion for these parents who are in these programs and am a strong supporter of the programs available to help them with recovery so they may one day be reunited with their children.

My concerns with this transitional treatment home is not that I don't believe in the program, but rather that having a "live-in" program in a small neighborhood full of children could be detrimental to the life of a child or many children. Every youth placed in my care or in the care of my treatment foster parents had a very similar story - Parents were on drugs, did drugs in front of their children, neglected the children, abused the children, children developed PTSD/Trauma related behaviors and were placed in home after home, program after program, therapist after therapist, medication after medication. It was and is heartbreaking to me to think of the damage and hurt that these parents have caused to their own children that even with the perfect therapist, medications, etc… their life will never be the same.

In the 5 years I worked in my career in Social Work, I never saw a program that allowed recovering addicts to live in a home that was in a neighborhood with small children. These programs for the parents I worked with were in commercial areas or in larger cities that have large buildings near businesses that have apartment style living accommodations. There was plenty of resources nearby to support the program such as, hospitals, doctors, therapists, law enforcement, closer to majority of employees as support staff lived near by, etc… I am highly concerned that placing them in a house in a neighborhood will expose the many young children to potential risks, such as drugs, alcohol from relapses. The majority of the children I worked with were Sexually abused by their parents or another family member. I would worry that the children living in the neighborhood could be exposed to these risks when a program participant has a moment of relapse.

In the experience I have had, only about 4 out of 10 program participants in treatment home programs for addicts are ever able to fully become sober. And out of these 4 program participants 100% of them have had to complete their program multiple times before they are successful with Sobriety.

In short, I would humbly and emphatically ask that you not allow the transitional treatment home to be approved. For the safety of the children and not in opposition of programs like this, but rather the location of this program. The risks are just too great to take. I wish you and everyone involved in this decision process had the first hand experiences I have had… Standing on a roof top in the middle of the night stopping a youth from jumping off, working with police because a youth picked up an axe and chased the other youth in the home with it, night after night of

calling police to find a youth before they hurt themselves, picking up youth who were found doing drugs and skipping school, and story and story like these over a 5 year period.

I am very compassionate and love the youth and parents I worked with, but I want to make sure they get the help they need without causing hurt to another innocent youth nearby in the neighborhood. I have 3 children of my own who play outside with other friends in the neighborhood. I want them to be free to be a kid and not worry about being exposed to the world of those recovering from the choices they have made. I want Grantsville to remain a rich family friendly enviornment that continues to foster the "keep your doors unlocked" feel to its community members. I feel that putting a program like this in the wrong location is really going to change Grantsville and the small neighborhood I live in. And I really plead with you to vote "NO" to approving my neighbor's request to turn their small neighborhood home into a large treatment home. (By the way, the treatment home I lived in was on large acreage away from small neighborhood full of children).

Please, Please do not approve this transitional treatment home. There are better options for these programs in better locations that can still support the people who need these programs.

Thank you for your time and consideration to please not pass this transitional treatment home request.

Mark Baker

#13 Email Received 7/18/2024 at 9:43am

Good Morning,

I would like to express my strong objection for the proposed conditional use permit for Savannah Bushman to own and operate a sober living Home/Transitional Treatment home at 119 N Waterhole Way.

My understanding is that the Bushmans do not have a license to run a sober living facility. I also understand that it is a requirement in the state of Utah to be licensed and undergo background checks for this type of venture. I have had the opportunity to look over the Ms. Bushman's proposal information and I personally feel that granting a permit to her based on the information that she has given would be unwise. The information they have submitted is very vague and gives no specific details about how they plan to accomplish the things that they state they will do. This type of business would require a great deal of planning, preparation, and capital. They have given no information that would indicate that they are capable of providing the services described. Also, they have given no information about their financial situation and their ability to pay staff or other professionals that they mention in the description. The average salary for a sober living home manager, in the state of Utah, is $20 per hour. If they plan to staff the home 24 hours a day, they will need to be prepared to pay said manager(s) nearly 15,000 in the first month. This is only one cost to be considered when running this home. Are they prepared to pay this amount right out of the gate? They also mention offering counseling sessions and educational workshops which would incur more cost.

The information provided about the residence is also inaccurate. They describe the home as a 2,900 square foot home. This is grossly inaccurate. The home is only 2,350 square feet. They also state that there isare up to 5 parking spaces, where there are 4 maximum. Also, given the amount of residents and staff to be living in this home, I feel that the size of the home is inadequate.

I object to bringing recovering addicts into our neigborhood. I have read up on sober living facilities and the information I have come across indicates that there is a fairly high occurrence of relapse. This would potentially bring drugs and dealers into our little neighborhood. I do not want my kids or any of our neighbors' kids being exposed to drug use, paraphernalia, or being introduced to drugs.

Lastly, I think that the location is a poor choice. There are inadequate jobs, emergent medical care, or mental health providers in close proximity, especially for people who may not have access to transportation.

I feel it would be in poor judgment to grant this conditional use permit to Ms. Bushman based on the lack of preparation, licensing, poor location, and safety issues when it comes to other residents in the neighborhood.

Sincerely,

Chris Chidester
62 Dry Creek Circle

We, the undersigned individuals of Grantsville City, **request action to deny** the conditional use permit for Savannah Bushman to own and operate Safe Harbor, a Sober Living Home/ Transitional Treatment Home, located at 119 N. Waterhole Way in the RM-7 zone.

	Printed Name	Signature	Address	Date
	Jonathan Strahan		126 Booth St.	07/08/24
	ALEXIS RUIZ		126 Booth St.	07/08/24
			#	07/08/24
	Tyson Rose		624 Barbed Wire Dr	07/08/24
	Mark Baker		46 Barbed Wire Circle	07/08/24
	Tanyn Baker		46 Barbed Wire Circle	7/8/24
	Trevor Lyon		93 Waterhole Way	7/8/24
	Noehmy Gonzalez	Noehmy Gonzalez	110 n sage hill cir	7/8/24
	Iver Grado		110 n sage hill cir	7/8/24
	Fabian Grado		160 Sage Hill cir	7/8/24
	David Warburton		100 Sage Hill Cir	7-8-2024
	Sean Van Noy		109 waterhole way	7-8-2024
	Chaunce Torres		149 Waterhole Way	7-8-2024
	Eric Walker		152 Wild Rose Circle	07-08-2024
	Allison Walker		152 Wild Rose Cir	7/8/24

We, the undersigned individuals of Grantsville City, **request action to deny** the conditional use permit for Savannah Bushman to own and operate Safe Harbor, a Sober Living Home/ Transitional Treatment Home, located at 119 N. Waterhole Way in the RM-7 zone.

	Printed Name	Signature	Address	Date
	Jennifer Garner		611 Wildrose Dr.	07.08.24
	Bryan Lutz	Bryan Lutz	611 Wildrose Dr.	07.08.24
	ERIC CRITCHLOW		131 Booth St	7-8-24
	Nick Erickson		96 N. Booth Str.	7-8-24
	ERICA ERICKSON		96 Booth Street	7-8-24
	Ricky Cisneros		630 E. Barbed Wire Dr.	7-8-24
	Serenity Smith		644 barbed wire Dr.	7-8-24
	Kole Smith		↓	
	Sarah Chidester	Sarah J Chidester	62 Dry Creek Cir	7-8-24
	Vicki Tillack	Vicki Tillack	64 Dry Creek Cir	7-8-24
	Kevin Tillack		64 Dry Creek Cir	7-8-24
	Nicholas Coons		86 Dry Creek Cir	7/8/24
	Todd Hunter		94 Dry creek circle	7/8/24
	Stacie Redhead	Stacie Redhead	114 Sage Hill Cir	7/08/24
	Lynne Harris		122 Sage hill circle	7/8/24

We, the undersigned individuals of Grantsville City, **request action to deny** the conditional use permit for Savannah Bushman to own and operate Safe Harbor, a Sober Living Home/ Transitional Treatment Home, located at 119 N. Waterhole Way in the RM-7 zone.

	Printed Name	Signature	Address	Date
	James Stipanovich		141 Waterhole Way	7/8/24
	Angie Stipanovich	Angie Stipanovich	141 Waterhole Way	7/8/24
	Kellie Peterson	Kellie Peterson	116 Booth St.	7.8.24
	Jake Peterson	Jacob Peterson	116 Booth St.	7.8.24
	Brian Peterson	B	150 Aspen way	7.8.24
	Amanda Peterson	Amanda Peterson	150 Aspen Way	7/8/24
	Carlos Alvina		635 Wild Rose Dr	7/8/24
	Bryan Lutz	Bryan A Lutz	611 Wildrose Dr	7.9.24
	Micah Guadagnin		147 Aspen way	7/9/24
	Amelia Guadagnin		147 Aspen way	7-9-24
	Esmeralda Rodriguez		139 Aspen way	7.9.24
	Wilbur Peters		117 Aspen wy	7-9-24
	Derick Starr		107 Aspen Way	7-9-24
	Dale R. Hilton		91 Aspen Way	7-9-24
	Easton Heywood		81 Aspen Way	7/9/24

We, the undersigned individuals of Grantsville City, **request action to deny** the conditional use permit for Savannah Bushman to own and operate Safe Harbor, a Sober Living Home/ Transitional Treatment Home, located at 119 N. Waterhole Way in the RM-7 zone.

	Printed Name	Signature	Address	Date
	CHRISTOPHER HARRIS		122 SAGE HOLL CIR	8 JULY 24
	Tamara Crookston	Tamara Crookston	146 Wild Rose Cir.	7/8/24
	Lynn Crookston	Lynn Crookston	146 Wild Rose Cir	7/8/24
	MICHAEL Stichtt	MS	623 wild Rose DR.	7-8-24
	ERICA Stichtt	EJS	623 wild Rose DR.	7-8-24
	Whitney peterson	Whitney Peterson	617 Wildrose dr	7/8/24
	Christine Unanton	Christine Unanton	154 Waterhole Way	7/8/24
	Amanda Johnson	Amanda Johnson	127 Waterhole Way	7/8/24
	Rhonda Hill	Rhonda Hill	148 Booth St.	7/10/24
	Dominic Stagg		138 Booth St.	7/10/24
	Jessica Deskins	Jessica Deskins	78 Booth St.	7/10/24
	Cody Deskins		78 Booth St	7/10/24
	Nancy Rice	Nancy Rice	58 Booth St	7-10-24
	JESSE RICE		58 BOOTH ST	7-10-24

We, the undersigned individuals of Grantsville City, **request action to deny** the conditional use permit for Savannah Bushman to own and operate Safe Harbor, a Sober Living Home/ Transitional Treatment Home, located at 119 N. Waterhole Way in the RM-7 zone.

	Printed Name	Signature	Address	Date
	Tucker Heywood	Tucker Heywood	81 Aspen Way	07-09-24
	Allen Murphy		61 Aspen way	07-09-24
	JESSICA FOLKES		83 waterhole Way	7/10/24
	Kevin Folkes		83 waterhole Way	7/9/24
	MICHAEL LINN		63 WATERHOLE WAY	7/10/24
	Amber Olson	Olson	53 waterhole way	7/10/24
	mary ann anderson		53 waterhole way	7/10/24
	Brent Weston		70 Aspen way	7/10/24
	Gina Matthews	Gina matthews	98 Aspen Way	7/10/24
	Paul Johnson	Paul	127 waterhole way	7/10/24
	Rachel Johnson		127 Waterhole Way	7/10/24

We, the undersigned individuals of Grantsville City, **request action to deny** the conditional use permit for Savannah Bushman to own and operate Safe Harbor, a Sober Living Home/ Transitional Treatment Home, located at 119 N. Waterhole Way in the RM-7 zone.

	Printed Name	Signature	Address	Date
	JAMES B. CLAY	James B. Clay	50 BOOTH STREET	7-10-24
	Kathy Clay	Kathy Clay	" "	"
	Alan August		606 Barbed Wire D	7-10-24
	Shane Lazenby		612 Barbed wire Dr	7-10-24
	Natalie Lazenby		612 Barbed wire Dr	7-10-24
	Jahgan Sidoa		80 Aspen way	7-10-24
	[illegible]		108 n. Aspen Way	7/10/24

We, the undersigned individuals of Grantsville City, **request action to deny** the conditional use permit for Savannah Bushman to own and operate Safe Harbor, a Sober Living Home/ Transitional Treatment Home, located at 119 N. Waterhole Way in the RM-7 zone.

	Printed Name	Signature	Address	Date
	Kathy Baker	Kathy B. Baker	105 So. 900 E. Grantsville	7-13-24
	Jennifer Bakker	Jennifer Bakker	105 S. 900 E. Grantsville	7-13-24
	Trent Baker	Trent Baker	105 S. 900 E, Grantsville	7-13-24
	Julie Evans	Julie Evans	356 W Williams Ln. Grantsville	7-14-24
	Justin Evans	Justin Evans	356 W. Williams Ln	7/14/24
	Ruth Phelps	Ruth Phelps	253 S. 900E.	7/15/24
	Chris Baker	Chris Baker	~~102~~ 102 S. 900 E	7/15/24
	Sorine Baker	Sorine Baker	102 S 900E	7/15/24
	Serenity Harrington	Serenity Harrington	75 S Liberty Lndg	7/15/2024
	John Beckett	John Beckett	150 Eastmoor Dr.	7-15-2024
	Tracy Beckett	Tracy Beckett	150 Eastmoor Drive	7/15/24
	DAN ALLRED	Dan Allred	502 Coco Dust	7/15/24

We, the undersigned individuals of Grantsville City, **request action to deny** the conditional use permit for Savannah Bushman to own and operate Safe Harbor, a Sober Living Home/ Transitional Treatment Home, located at 119 N. Waterhole Way in the RM-7 zone.

	Printed Name	Signature	Address	Date
	Alexandra Christley	Alexandra Christley	58 Barbed Wire Cir, Gville	7-15-24
	~~Sarah Christley~~		~~58 Barbed Wire~~	~~7/15/24~~
	Tina Green		644 barbed wire Dr	7-15-24
	Matt Glad		642 Barbed Wire Dr	7/15/24
	CJ Hendricks		54 Barbed wire cir.	7/15/24
	Brad Bolinder		52 Aspen Way	7/15/24
	Jamie Tolman		148 wild rose cir	7.15.24
	Bradley Tolman		148 wild rose cir	7.15.24
	Scott Jeffries		140 Aspen Way	7-15-24
	Gina Adams		128 Aspen Way	7-15-24
	Nate Bosen		92 Aspen Way	7-15-24
	Mike Nix		90 Booth st.	7-15-24
	Meghan Allen		90 Booth Street	7-15-24

We, the undersigned individuals of Grantsville City, **request action to deny** the conditional use permit for Savannah Bushman to own and operate Safe Harbor, a Sober Living Home/ Transitional Treatment Home, located at 119 N. Waterhole Way in the RM-7 zone.

	Printed Name	Signature	Address	Date
	Chris Chidester		62 Dry Creek Circle	7/14/24

AGENDA ITEM # 2

Consideration of the proposed conditional use permit for Raven Management LLC to allow Multi-Family Housing in the form of two (2) fourplexes, located at 268 N. Hale St., in the RM-7 zone.

Grantsville City Planning Commission

August 1, 2024
Public Hearing

Proposed conditional use permit for Raven Management LLC to allow Multi-Family Housing in the form of two (2) fourplexes, located at 268 N. Hale St., in the RM-7 zone.

Notice is hereby given that in accordance with the provisions of Section §10-9A-205 and §10-9a-502 of the Utah Code, the Grantsville Planning Commission will hold a discussion and public hearing on **August 1, 2024 at 7:00 p.m.** at Grantsville City Hall. The meeting will also be broadcast on Zoom. The discussion, public hearing and meeting are to receive public input and consider action on the **Public Hearing of the proposed conditional use permit for Raven Management LLC to allow Multi-Family Housing in the form of two (2) fourplexes, located at 268 N. Hale St., in the RM-7 zone** and make a recommendation to the City Council.

You can view a copy of the agenda and packet online by 5:00pm on July 26, 2024 at the link below:
https://grantsvilleut.gov/departments/community___economic_development/planning_commission.php

Or by emailing jbassett@grantsvilleut.gov. All comments and concerns need to be sent in writing through email or mail and received no later than 12:00pm on August 1, 2024.

Dated this 17th day of July, 2024

BY ORDER OF THE GRANTSVILLE PLANNING COMMISSION

Shelby Moore
Zoning Administrator

Scan QR code above or use the link below to join Zoom meeting.
https://us02web.zoom.us/j/84863866802
Meeting ID: 848 6386 6802

Other Application

Date: 07/11/2024

Applicant / Owner

Applicant Name:	Helix 3D Homes / Cavett Eaton	Owner Name:	RAVEN MANAGEMENT LLC
Address:	[redacted]	Address:	
City, State, Zip:	[redacted]	City, State, Zip:	
Phone:	[redacted]	Phone:	[redacted]
Email:	[redacted]	Email:	[redacted]
Own Property:	No		

Location Information

Permit Type:	Other	Development:	North Hale Street Rentals
Site Address:		# of Acres:	.00
Site Parcel:	268 North Hale Street, Grantsville, Utah 84029 Parcel # 20-047-0-0002	Current Zoning:	

Complete Description: The North Hale Street Project is a 7 unit two building rental in the Grantsville RM-7 Zoning District. This is a 1.10 acre lot in the CHIEKEZIE MINOR SUBDIVISION and was approved on 11/07/2018 Regular Meeting of the Grantsville City Council This is a Developer Owned Project and will be built by the Woulf Group using state of the art 3-D Concrete Printing techniques. Access to the two rental buildings will be via Hale Street. One of the Dwelling Units of the two 4 plex's will be utilized to house mechanical equipment, ie. Solar Batteries, Hydronic Boilers, etc. The applicant is requesting approval in this Conditional Use of the RM-7 Zoning District for MultifamilyHousing as per GLUDMC 15.7: Codes And Symbols And Use Table 15.1. RM-7 Zoning for Multiple Family Dwellings.

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.

Cavett W. Eaton	07/11/2024
Name	Date

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

Staff Report Summary to Allow Multi-Family Housing at North Hale St. Rentals

Applicant Name: Raven Management LLC
Request: To allow Multi-Family Housing
Prepared By: Shelby Moore

Meeting Date: August 1st, 2024
Public Hearing Date: August 1st, 2024
Zone: RM-7
Acres: 1.10

Planning Staff Explanation and Recommendation: Consideration for proposed conditional use permit for Raven Management LLC to allow Multi-Family Housing in the form of two (2) fourplexes, located at 268 N. Hale St., in the RM-7 zone.

CONDITIONS & CONCLUSIONS

Conditions:

Conclusions: This is a Developer Owned Project and will be built by the Woulf Group using state of the art 3-D Concrete Printing techniques. Access to the two rental buildings will be via Hale Street. One of the Dwelling Units of the two 4 plex's will be utilized to house mechanical equipment, i.e. Solar Batteries, Hydronic Boilers, etc. The applicant is requesting approval in this Conditional Use of the RM-7 Zoning District for Muiti-Family Housing as per GLUDMC 15.7: Codes and Symbols and Use Table 15.1. RM-7 Zoning for Multiple Family Dwellings

It appears that the applicant is meeting all of the GLUMDC for parking, open space, unit size, and setbacks. It is at the Planning Commission discretion to determine if the applicant can proceed with the fourplexes application on North Hale St.

GRANTSVILLE
INCORPORATED 1867

Shelby Moore <smoore@grantsvilleut.gov>

268 N HALE/HELIX 3D

2 messages

gary pinkham [redacted] Tue, Jul 16, 2024 at 10:09 AM
To: Shelby Moore <SMOORE@grantsvilleut.gov>, Jaina Bassett <JBASSETT@grantsvilleut.gov>

LADIES,

THIS PROPERTY IS IN THE RM-7 ZONE IF I SEE THE MAP CORRECTLY. THE MULTI-UNIT HOUSING IS A CONDITIONAL USE AND THE APPLICANT SHOULD FIRST APPLY FOR AND BE GRANTED THE CONDITIONAL USE FOR THIS PROJECT. THEY WILL THEN NEED TO DEVELOPE AND DELIVER AS PART OF THE CONDITIONAL USE APPLICATION ALL OF THE ITEMS REQUIRED OF THEM IN CHAPTER 7 OF THE CODE.

AS FOR THEIR CONCEPT DRAWING FOR THE DEVELOPMENT, IT APPEARS TO MEET THE VARIOUS CODE REQUIREMENTS FOR PARKING, AREA, OPEN SPACE, UNIT SIZE, SETBACKS, AND OPEN SPACE IMPROVEMENTS.

ONCE THEY HAVE BEEN GRANTED THE CONDITIONAL USE PERMIT AND PREPARED THE APPLICATION FOR THE PROJECT WE CAN LOOK MORE CLOSELY AT THE PARTICULARS FOR THEIR DESIGN.

GARY

Shelby Moore <smoore@grantsvilleut.gov> Tue, Jul 16, 2024 at 10:48 AM
To: gary pinkham [redacted]
Cc: Jaina Bassett <JBASSETT@grantsvilleut.gov>

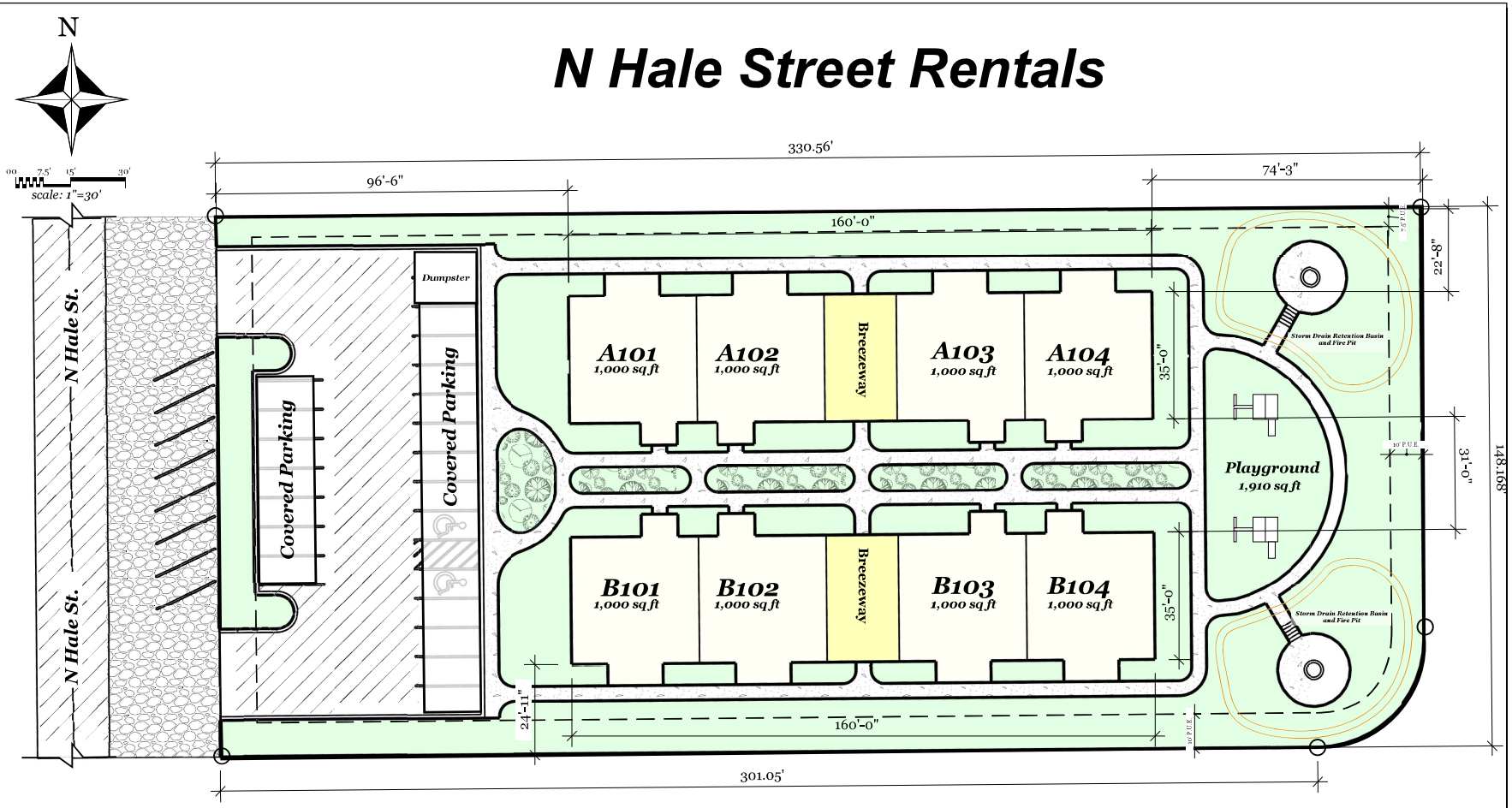
Thanks for the information, this is helpful.

GRANTSVILLE
INC. 1867

SHELBY MOORE
Planning & Zoning Administrator
Department of Public Works
Office: (435) 884-4604
Email: Smoore@Grantsvilleut.gov

[Quoted text hidden]

N Hale Street Rentals





Property Description:

LOT 2,CHIEKEZIE MINOR SUBDIVISION, ACCORDING TO THE OFFICIAL PLATTHEREOF ON FILE AND OF RECORD IN THE OFFICE OF THE TOOELE COUNTYRECORDER, UTAH.

Parcel # 20-047-0-0002

Notes:

1. ***Open space is 22,245 square feet, 46% of the total area.***
2. ***Storm Drain Retention Basin doubles as a Fire Pit and Amphitheatre.***
3. ***A Pergola will be installed as a shade structure between the two apartment complexes.***
4. ***Each Dwelling Unit will be 3D printed with a concrete matrix.***
5. ***Parking Spaces: 18 covered parking spaces, 2 covered handicap parking spaces, and 7 street side parking spaces.***

REVISIONS

	MM/DD/YY	REMARKS
1	--/--/--	...
2	--/--/--	...
3	--/--/--	...
4	--/--/--	...
5	--/--/--	...

helix 3D homes

WOULF GROUP

Site Plan

N Hale Street Rentals
268 N Hale St
Grantsville, UT, 84029

July 11, 2024

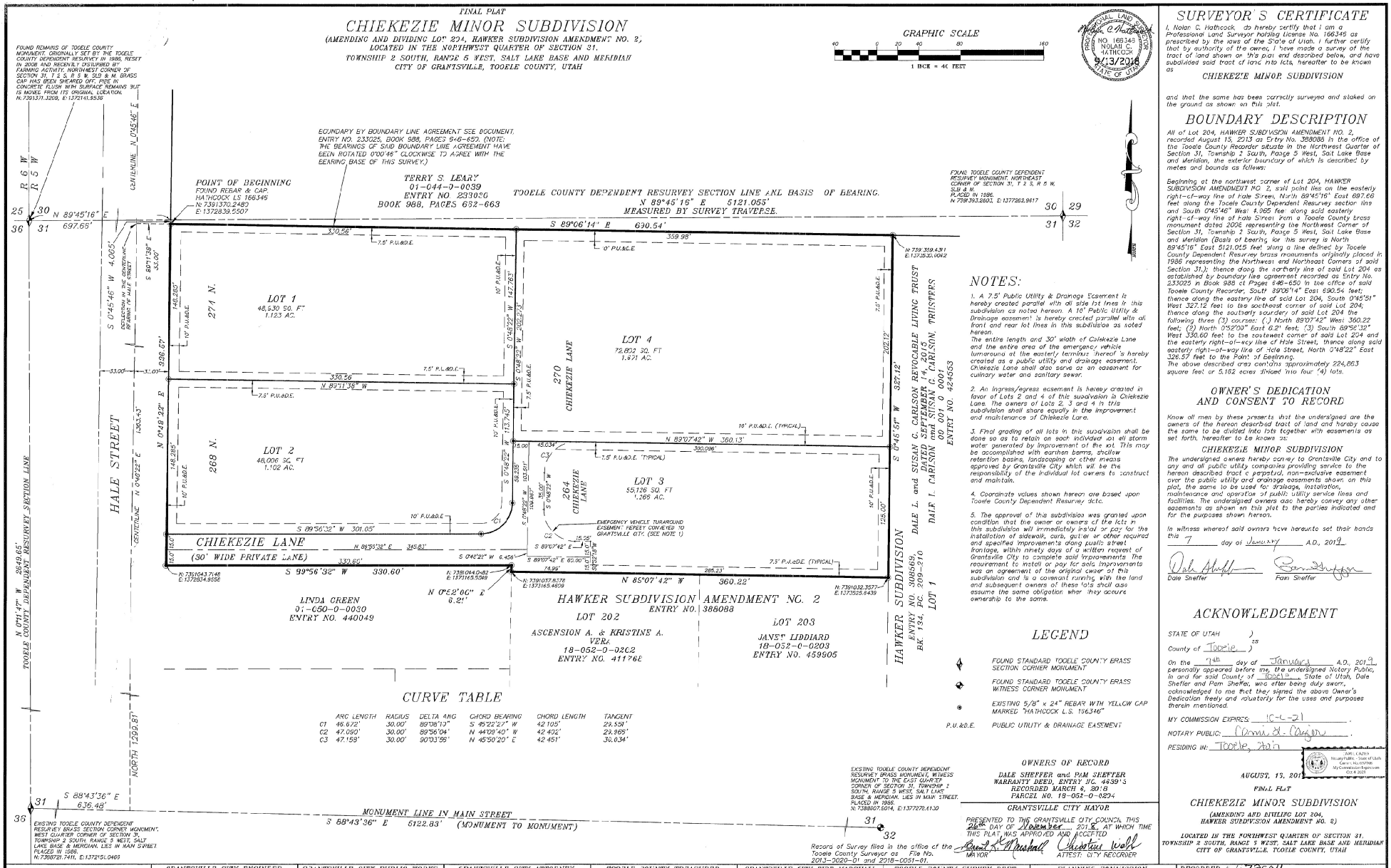
C | 01

FINAL PLAT

CHIEKEZIE MINOR SUBDIVISION

(AMENDING AND DIVIDING LOT 204, HAWKER SUBDIVISION AMENDMENT NO. 2,
LOCATED IN THE NORTHWEST QUARTER OF SECTION 31,
TOWNSHIP 2 SOUTH, RANGE 5 WEST, SALT LAKE BASE AND MERIDIAN
CITY OF GRANTSVILLE, TOOELE COUNTY, UTAH

GRAPHIC SCALE
40 0 20 40 80 160
1 INCH = 40 FEET



CURVE TABLE

	ARC LENGTH	RADIUS	DELTA ANG	CHORD BEARING	CHORD LENGTH	TANGENT
C1	46.672'	30.00'	89°08'10"	S 45°22'27" W	42.105'	29.591'
C2	47.090'	30.00'	89°56'04"	N 44°18'40" W	42.402'	29.965'
C3	47.159'	30.00'	90°03'56"	N 45°50'20" E	42.451'	30.034'

NOTES:

1. A 7.5' Public Utility & Drainage Easement is hereby created parallel with all side lot lines in this subdivision as noted hereon. A 10' Public Utility & Drainage easement is hereby created parallel with all front and rear lot lines in this subdivision as noted hereon.
The entire length and 30' width of Chiekezie Lane and the entire area of the emergency vehicle turnaround at the easterly terminus thereof is hereby created as public utility and drainage easement. Chiekezie Lane shall also serve as an easement for culinary water and sanitary sewer.

2. An ingress/egress easement is hereby created in favor of Lots 2 and 4 of this subdivision in Chiekezie Lane. The owners of Lots 2, 3 and 4 in this subdivision shall share equally in the improvement and maintenance of Chiekezie Lane.

3. Final grading of all lots in this subdivision shall be done so as to retain on each individual lot all storm water generated by improvement of the lot. This may be accomplished with earthen berms, shallow retention basins, landscaping or other means approved by Grantsville City which will be the responsibility of the individual lot owners to construct and maintain.

4. Coordinate values shown hereon are based upon Tooele County Dependent Resurvey data.

5. The approval of this subdivision was granted upon condition that the owner or owners of the lots in this subdivision will immediately install or pay for the installation of sidewalk, curb, gutter or other required and specified improvements along public street frontage, within ninety days of a written request of Grantsville City to complete said improvements. The requirement to install or pay for said improvements was an agreement of the original owner of this subdivision and is a covenant running with the land and subsequent owners of these lots shall also assume the same obligation when they acquire ownership to the same.

LEGEND

- FOUND STANDARD TOOELE COUNTY BRASS SECTION CORNER MONUMENT
- FOUND STANDARD TOOELE COUNTY BRASS WITNESS CORNER MONUMENT
- EXISTING 5/8" x 24" REBAR WITH YELLOW CAP MARKED "HATHCOCK L.S. 166346"

P.U.&D.E. PUBLIC UTILITY & DRAINAGE EASEMENT

OWNERS OF RECORD

DALE SHEFFER and PAM SHEFFER
WARRANTY DEED, ENTRY NO. 463913
RECORDED MARCH 8, 2018
PARCEL NO. 18-052-0-0204

GRANTSVILLE CITY MAYOR

PRESENTED TO THE GRANTSVILLE CITY COUNCIL THIS 28th DAY OF November, 2018. AT WHICH TIME THIS PLAT WAS APPROVED AND ACCEPTED

Brent K. Marshall — MAYOR
Christine Wolf — ATTEST: CITY RECORDER

SURVEYOR'S CERTIFICATE

I, Nolan C. Hathcock, do hereby certify that I am a Professional Land Surveyor holding License No. 166346 as prescribed by the laws of the State of Utah. I further certify that by authority of the owner, 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, hereafter to be known as

CHIEKEZIE MINOR SUBDIVISION

and that the same has been correctly surveyed and staked on the ground as shown on this plat.

PROFESSIONAL LAND SURVEYOR — NO. 166346 — NOLAN C. HATHCOCK — 9/13/2018 — STATE OF UTAH

BOUNDARY DESCRIPTION

All of Lot 204, HAWKER SUBDIVISION AMENDMENT NO. 2, recorded August 15, 2013 as Entry No. 388088 in the office of the Tooele County Recorder situate in the Northwest Quarter of Section 31, Township 2 South, Range 5 West, Salt Lake Base and Meridian, the exterior boundary of which is described by metes and bounds as follows:

Beginning at the northwest corner of Lot 204, HAWKER SUBDIVISION AMENDMENT NO. 2, said point lies on the easterly right-of-way line of Hale Street, North 89°45'16" East 697.66 feet along the Tooele County Dependent Resurvey section line and South 0°45'46" West 4.065 feet along said easterly right-of-way line of Hale Street from a Tooele County brass monument dated 2008 representing the Northwest Corner of Section 31, Township 2 South, Range 5 West, Salt Lake Base and Meridian (Basis of bearing for this survey is North 89°45'16" East 5121.055 feet along a line defined by Tooele County Dependent Resurvey brass monuments originally placed in 1986 representing the Northwest and Northeast Corners of said Section 31,); thence along the northerly line of said Lot 204 as established by boundary line agreement recorded as Entry No. 233025 in Book 988 at Pages 646-650 in the office of said Tooele County Recorder, South 89°06'14" East 690.54 feet; thence along the easterly line of said Lot 204, South 0°45'51" West 327.12 feet to the southeast corner of said Lot 204; thence along the southerly boundary of said Lot 204 the following three (3) courses: (1) North 89°07'42" West 360.22 feet; (2) North 0°52'00" East 6.21 feet; (3) South 89°56'32" West 330.60 feet to the southwest corner of said Lot 204 and the easterly right-of-way line of Hale Street, thence along said easterly right-of-way line of Hale Street, North 0°48'22" East 326.57 feet to the Point of Beginning.
The above described area contains approximately 224,863 square feet or 5.162 acres divided into four (4) lots.

OWNER'S DEDICATION AND CONSENT TO RECORD

Know all men by these presents that the undersigned are the owners of the hereon described tract of land and hereby cause the same to be divided into lots together with easements as set forth, hereafter to be known as:

CHIEKEZIE MINOR SUBDIVISION

The undersigned owners hereby convey to Grantsville City and to any and all public utility companies providing service to the hereon described tract a perpetual, non-exclusive easement over the public utility and drainage easements shown on this plat, the same to be used for: drainage, installation, maintenance and operation of public utility service lines and facilities. The undersigned owners also hereby convey any other easements as shown on this plat to the parties indicated and for the purposes shown hereon.

In witness whereof said owners have hereunto set their hands this 7 day of January A.D., 2019

Dale Sheffer — Pam Sheffer

ACKNOWLEDGEMENT

STATE OF UTAH)
:ss
County of Tooele)

On the 7th day of January A.D., 2019 personally appeared before me, the undersigned Notary Public, in and for said County of Tooele State of Utah, Dale Sheffer and Pam Sheffer, who after being duly sworn, acknowledged to me that they signed the above Owner's Dedication freely and voluntarily for the uses and purposes therein mentioned.

MY COMMISSION EXPIRES: 12-6-21
NOTARY PUBLIC: Connie M. Carlson
RESIDING IN: Tooele, Utah

NOTARY PUBLIC CONNIE M. CARLSON — Notary Public - State of Utah — Comm. No. 697166 — My Commission Expires on Dec 6, 2021

AUGUST 15, 2018

FINAL PLAT

CHIEKEZIE MINOR SUBDIVISION

(AMENDING AND DIVIDING LOT 204, HAWKER SUBDIVISION AMENDMENT NO. 2)

LOCATED IN THE NORTHWEST QUARTER OF SECTION 31, TOWNSHIP 2 SOUTH, RANGE 5 WEST, SALT LAKE BASE AND MERIDIAN CITY OF GRANTSVILLE, TOOELE COUNTY, UTAH

PREPARED BY:
NOLAN C. HATHCOCK
PROFESSIONAL LAND SURVEYOR
LICENSE NO. 166346
5982 STORNOWAY CIRCLE
SOUTH JORDAN, UTAH 84009
PHONE 801-557-5598

GRANTSVILLE CITY ENGINEER	GRANTSVILLE CITY PUBLIC WORKS	GRANTSVILLE CITY ATTORNEY	TOOELE COUNTY TREASURER	GRANTSVILLE CITY FIRE MARSHALL	TOOELE COUNTY SURVEY DEPT.	PLANNING COMMISSION
APPROVED THIS 27th DAY OF November 2018 BY THE GRANTSVILLE CITY ENGINEER. Craig D. Mulley	APPROVED THIS 26th DAY OF November 2018 BY THE GRANTSVILLE CITY PUBLIC WORKS DIRECTOR	APPROVED THIS 29th DAY OF November 2018 BY THE GRANTSVILLE CITY ATTORNEY.	APPROVED THIS 1 DAY OF Jan 2019 BY THE TOOELE COUNTY TREASURER. Suzette Hallaman	APPROVED THIS 27 DAY OF November 2018 BY THE GRANTSVILLE CITY FIRE DEPARTMENT. Ben Clayton	APPROVED THIS 4th DAY OF January 2019 BY THE TOOELE COUNTY SURVEY DEPARTMENT. Mark S. Allen	APPROVED THIS 27th DAY OF November 2018 BY THE GRANTSVILLE CITY PLANNING COMMISSION. Jaime Scothern
CITY ENGINEER OR DESIGNEE	PUBLIC WORKS DIRECTOR OR DESIGNEE	CITY ATTORNEY	TOOELE COUNTY TREASURER	FIRE MARSHALL	DIRECTOR, TOOELE CO. SURVEY DEPT.	CHAIR, GRANTSVILLE CITY PLANNING COMM.

RECORDED # 479504
STATE OF UTAH, COUNTY OF TOOELE, RECORDED AND FILED AT THE REQUEST OF: Pam Sheffer
DATE: 2/07/19 TIME: 4:09 pm
FEE $ 43.00
Michelle Mower DEPUTY, TOOELE COUNTY RECORDER

GRANTSVILLE CITY COUNCIL
IN AND FOR GRANTSVILLE CITY, A MUNICIPAL CORPORATION
OF THE STATE OF UTAH

IN RE CHIEKEZIE MINOR SUBDIVISION	)	FINDINGS AND DECISION
	)	November 7, 2018

Consideration of a subdivision for a residential split of one lot into four lots for the Chiekezie Minor Subdivision ("**Chiekezie**"), located at 264 North Hale Street, came before the Grantsville City Council on the 7th day of November, 2018. The owner of the Chiekezie property, Dale Sheffer was present. The Planning Commission had recommended denial of the subdivision application for Chiekezie. The City Council reviewed the decision of the Planning Commission, the memorandum from Grantsville City's Zoning Administrator, Kristy Clark, all maps and drawings provided to the City Council, all of the minutes of the Planning Commission, and the comments provided by all interested parties. The City Council having been fully advised on the premises hereby enters the following findings and decision:

FINDINGS

1. A plat map for a proposed subdivision, the "Hawker Subdivision," was approved by the Grantsville City Council and recorded by the Tooele County Assessor in May 1975.

2. The Hawker Subdivision remained intact until August 2013, when it was further subdivided in an amended plat. Specific to this case, Lot 204, a 5.162 acre property was created.

3. On July 18, 2018, Lot 204's owners, Dale and Pam Sheffer, submitted a Minor Subdivision Application (the "**Application**") to the Grantsville City Zoning Administrator. The Application sought to subdivide Lot 204 into four (4) 1 acre + parcels with a private street.

4. Grantsville City's Land Use and Development Code prohibits the creation of a minor subdivision if any part, phase or undeveloped remnant of the property was previously approved as a minor or major subdivision. See GLUDMA 21.3(1)(b).

5. The Planning Commission considered the Application on October 11, 2018. After discussion with Dale Sheffer, the Planning Commission recommended denial of the Application based on the following findings:

a. The Chiekezie Minor Subdivision is part of the Hawker Subdivision Plat approved and recorded in May 1975.

b. The Hawker Subdivision was divided in an amended plat recorded in August 2013.

c. The Application sought to further subdivide the same property divided in August 2013.

d. Thus, the applicants needed to apply for a Major Subdivision, not a Minor Subdivision.

6. The Application came before the Grantsville City Council on November 7, 2018.

DECISION

Based upon the foregoing Findings, the City Council enters its decision as follows:

A. The proposed request for a Minor Subdivision is amended to a request for a Major Subdivision.

B. Based on the applicant's request for a Major Subdivision, the City Council has determined that it is consistent with the Grantsville City Land Use and Development Code to approve the Application.

C. The public will not be materially injured if the Application is approved, as the proposed development is consistent with the direct neighborhood in terms of lot

size and lot density.

D. Approval of the Application does adversely affect health, safety and welfare of the citizens of Grantsville City.

E. The substantial evidence on the record supports approval of the Application.

F. The Chiekezie Subdivision is not a major adjustment and is in substantial conformity to the Grantsville Land Use Management and Development Code.

Dated this _____ day of November 2018.

BY ORDER OF THE
GRANTSVILLE CITY COUNCIL

_____
By Mayor Brent Marshall

ATTEST:

_____
Christine Webb- Grantsville City Recorder

(S E A L)

MAILING CERTIFICATE

I hereby certify that on the ____ day of November 2018, I mailed a copy of the foregoing Findings and Decision, via U.S. Mail, postage prepaid to the following:

_____

2018-11-21 Regular Meeting

MINUTES OF THE REGULAR MEETING OF THE GRANTSVILLE CITY COUNCIL, HELD ON NOVEMBER 21, 2018 AT THE GRANTSVILLE CITY HALL, 429 EAST MAIN STREET, GRANTSVILLE, UTAH. THE MEETING BEGAN AT 7:00 P.M.

Mayor and Council Members Present:
Mayor Brent Marshall
Krista Sparks
Scott Stice
Tom Tripp
Neil Critchlow
Jewel Allen

Appointed Officers and Employees Present:
Robert Sager, Police Lieutenant
Brett Coombs, City Attorney
Christine Webb, City Recorder
James Waltz, Public Works Director

Citizens and Guests Present:
DeAnn Christiansen

Mayor Marshall led the Pledge of Allegiance.

AGENDA:

1. Summary Action Items.

a. Approval of Minutes from the November 7, 2018 City Council Meeting
b. Approval of Bills in the amount of $91,967.45
c. Approval of the Facts and Findings for the Sheffer minor subdivision

Councilman Stice stated Councilwoman Allen caught something that needed to be corrected on the Facts and Findings. The word "not" was missing from the statement on number 6, item D. Attorney, Brett Coombs, planned to make the correction. Councilman Stice commented that the document stated "the applicant's request for a major subdivision". He stated he thought they requested a minor subdivision. Mr. Coombs explained that while discussing this with the City planner, they felt it would be easier to do this as a major subdivision which is required to comply with the minor subdivision requirements. They felt it would eliminate setting precedence.

Motion: Councilman Stice made a motion to approve the summary action items with the correction discussed. Councilman Tripp seconded the motion. The vote was as follows: Councilman Critchlow, "Aye", Councilwoman Allen, "Aye", Councilman Tripp, "Aye", Councilman Stice, "Aye", and Councilwoman Sparks, "Aye". The motion carried.

2. Discussion of a proposed concept plan for Tooele County Housing Authority, DeAnn Christiansen, and John Clay located at 445 E. Clark Street in the RM-7 and A-10 zones of the Blue Lakes Subdivision.

DeAnn Christiansen represented the Tooele County Housing Authority. She stated they plan to divide the front of the property into single family lots. That property is already zoned RM-7 and then they will subdivide the back into two (2) parcels for Mr. Clay. Councilman Critchlow reported the Planning Commission discussed the road needing to be sixty-six feet. Mrs. Christiansen explained

they are working to determine where the sixty-six foot road will be located to access the back of the property. The plan is for seven (7) homes because they are losing one (1) lot to put in the road. There is a complex process to decide who will be allowed to lease the homes. The applications are processed by an outside company.
The Council pointed out the rodeo grounds are across the street of the proposed development. They discussed the effect the activities at the rodeo grounds will have on the tenants.
Mrs. Christiansen confirmed the next step in the process is to go to the Planning Commission for approval.

3. Mayor and Council Reports.

Mayor Marshall attended the Main Street site progress meeting. The water line is only about a fifth of the way of where we were hoping to be. He met with the Willow Creek Apartments COO, Scott Nieblock, to discuss concerns of the neighbors and problems they have had during the process of upgrading the complex. He attended the unveiling of the statue at the Tooele City Veteran's Park. The statue was placed to bring awareness of suicide to the forefront. Mayor Marshall, Chief Enslsen, Sgt. Allred, and Brent Griffith made a presentation to GHS teacher Oliver Hansen for his heroic actions when Mr. Griffith had a seizure while barbecuing and tipped the grill on top of him. The Mayor stated there was a walkthrough with all parties represented at the Justice Center. There are ten (10) issues that will be addressed and corrected. He attended the Library Board Meeting, the Rural Community Consultants workshop, and the pre-legislative breakfast meeting. He met with the County Commissioners and the Romney Group. The City Christmas party is December 12th at Bonneville Brewery. Santa parade is November 24th at 6:00 p.m.

Councilman Critchlow attended a turkey shoot with some varsity scouts. He thanked Mr. Waltz for the way his crew is handling the cemetery. Councilman Critchlow announced the Live Nativity at the Clark Farm will be held in December. The Fire Department has invited the Council to ride in the new fire truck any time they want. Councilwoman Allen asked what they plan to do with the old fire truck. Councilman Critchlow said they may try to turn it into a heavy rescue truck. The Fire Department Christmas party is on December 8th.

Councilwoman Allen stated the Council has copies of the 1975 Sociable program. She reported that the Historic Preservation Commission (HPC) would like to digitize similar documents. Councilwoman Allen expressed appreciation for the work at the cemetery. She felt there is a good process for owners to retrieve their items. She asked if signs have been placed explaining the new policy. Mr. Waltz answered the signs have been ordered. There is also a sign on the door of the maintenance building explaining that people can pick up their decorations. Councilwoman Allen met with homeowners from South Willow to discuss water concerns. She received a suggestion to develop a water conservancy committee. Councilwoman Allen had a Post Office worker comment to her that Race Street is really hard to drive on. Mayor Marshall is aware of Race Street. Councilwoman Allen attended the Rural Communities workshop.

Councilman Tripp attended the County Commission meeting the night before. He stated there were three interesting items. They had a presentation of their annual audit. The conclusion was that the County is not in compliance with normal budgetary requirements and fiduciary responsibility. Councilman Tripp reported the Commissioners voted to have a tax increase. It was not well received. Shoshone Village was approved and there was already a petition ready to go so that people walking out the door could sign it. Councilman Tripp spent a couple of days at the Utah Association of Counties. He reviewed some of the interesting topics that were covered (medical marijuana, water infrastructure, and statewide growth). He reported that one of the topics presented was that counties should not get involved in municipal services such as water, sewer, etc.

Councilman Stice apologized for missing the Rural Community meeting last week.

Councilwoman Sparks thanked Mr. Waltz for the cemetery. She has received good and bad feedback. She commented that our Christmas snowflakes look good.

Mr. Coombs stated that he sent the West Main Street development agreement to the attorneys for the parties involved last week. He had not heard anything back until today. He expects there will have some edits. It may be on the agenda in two weeks. Mr. Coombs reported that since the election concluded, he has had a few contacts requesting convictions be dropped with the recent vote on medical marijuana.

4. Public Comments.

No comments were offered.

5. Closed Session (Personnel, Real Estate, Imminent Litigation).

The Council did not go into a closed session.

6. Adjourn.

Motion: Councilman Stice made a motion to adjourn. Councilman Tripp seconded the motion. The meeting was adjourned at 7:30 p.m.

AGENDA ITEM #3

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

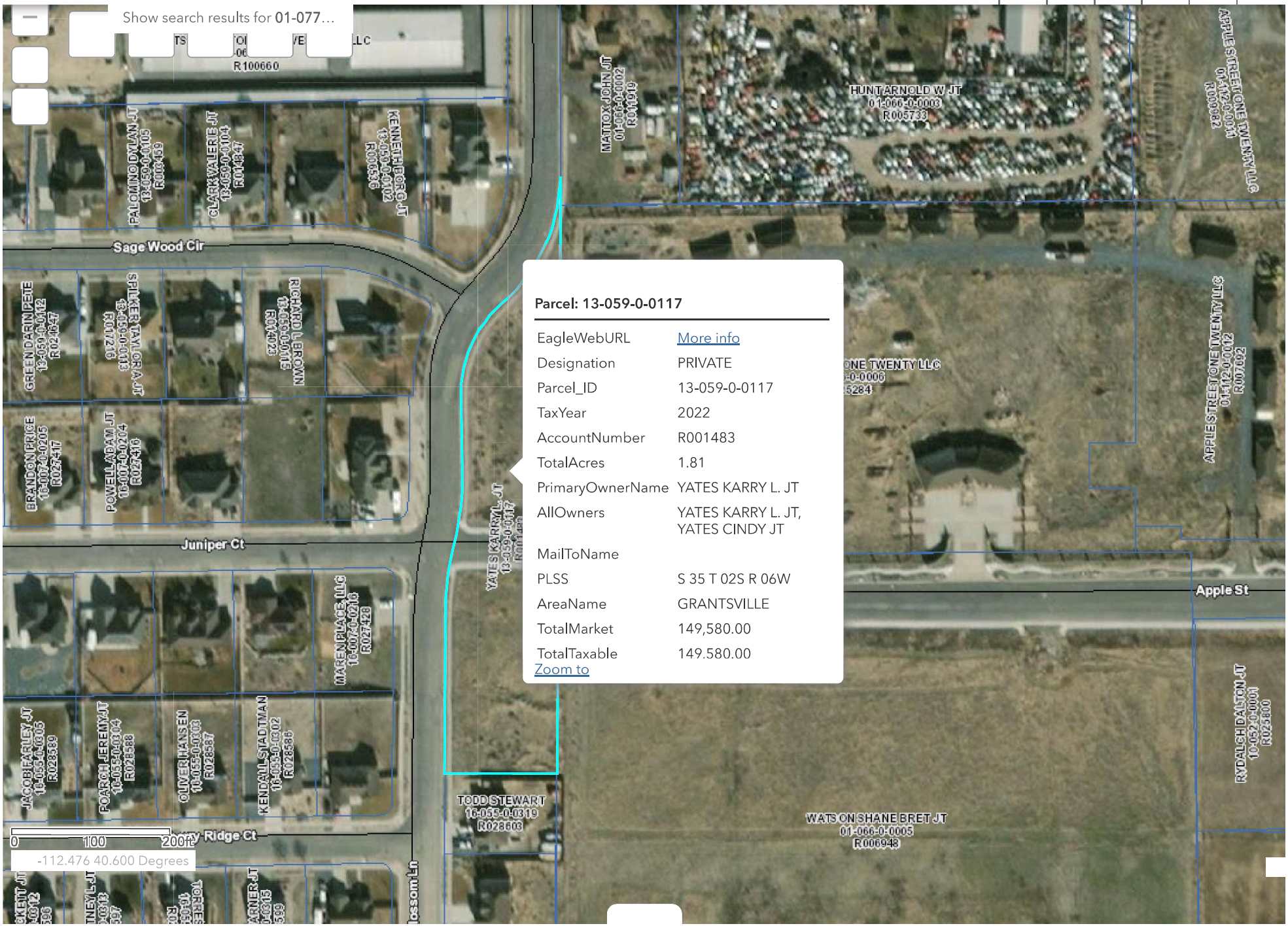
Meeting Date: August 1st, 2024
Public Hearing Date: July 9th, 2024
Acreage: 36,000 sq. ft.
Current Zone: RR-1-21

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.

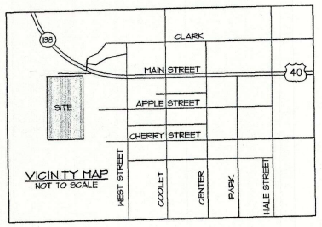
The proposed site plan of the two lots was dedicated for the Cherry Grove Subdivision park. When the HOA dissolved the parcel was then dedicated back to the Yates.

Site Plan


Show search results for 01-077…
Sage Wood Cir
Juniper Ct
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
HUNT ARNOLD W JT
01-066-0-0003
R005733
TODD STEWART
16-053-0-0319
R028603
WATSON SHANE BRET JT
01-066-0-0005
R006948
0 100 200ft
-112.476 40.600 Degrees

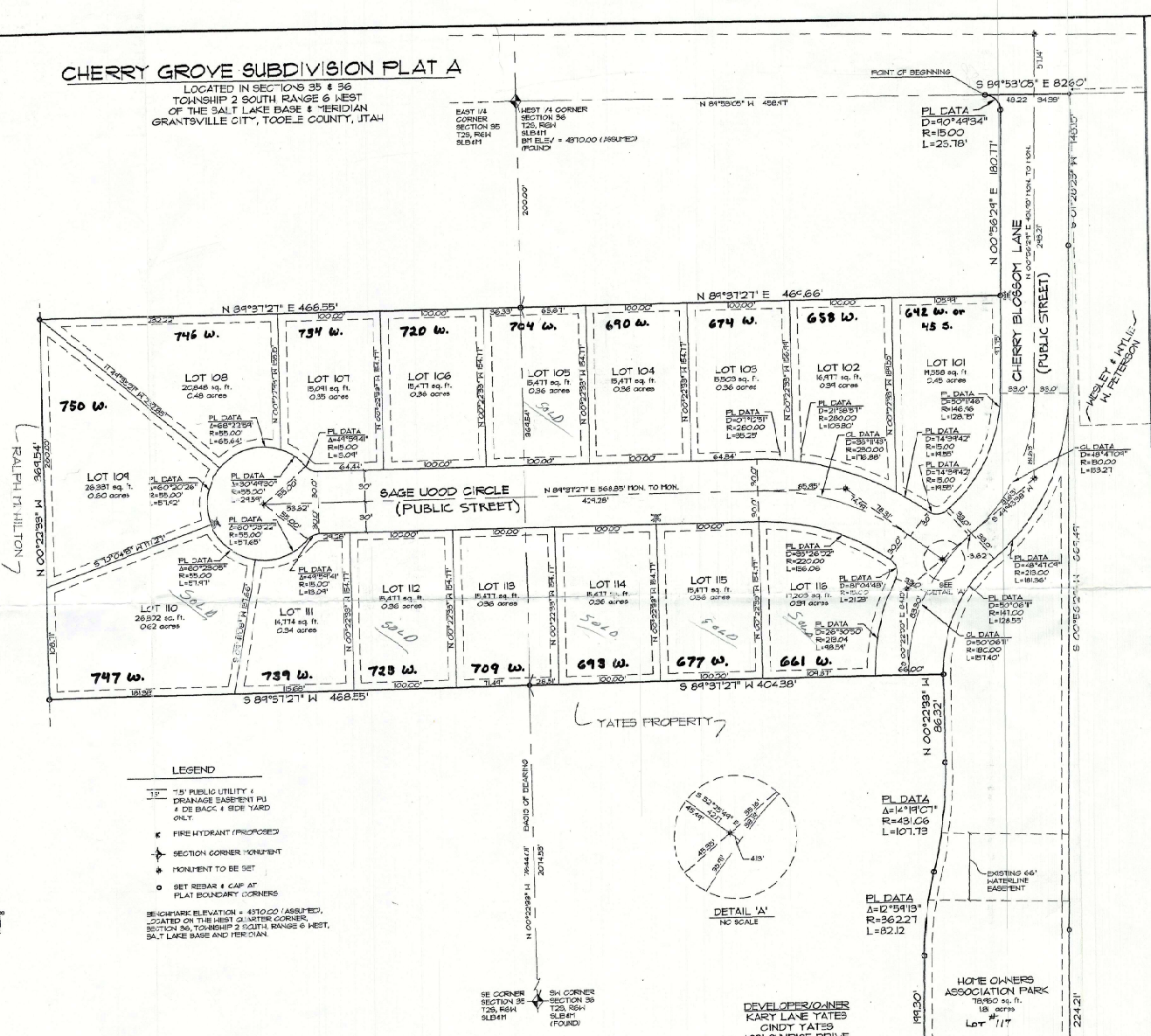
CHERRY GROVE SUBDIVISION PLAT A

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





GRAPHIC SCALE
(IN FEET)
1 inch = 50 ft.



LEGEND

- 15' "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 = 4870.00 (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 CHERRY GROVE PLAT A, and that the same has been correctly surveyed and staked on the ground as shown on this plat.

BOUNDARY DESCRIPTION

PROPERTY DESCRIPTION

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°29'25" West 148.15 feet along said existing fence line;
thence South 0°56'24" West 669.49 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 34°02'54" East and long chord bears North 7° 26'53" East 81.94 feet) through a central angle of 12°59'13";
thence Northeasterly 107.79 feet along the arc of a 431.06 foot radius curve to the left, (center bears North 76°59'28" West and long chord bears North 6° 47'10" East 107.54 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 466.66 feet;
thence North 0°56'24" East 180.77 feet;
thence Northeasterly 23.76 feet along the arc of a 15.00 foot radius curve to the left (center bears North 89°53'05" West and long chord bears North 44°26'18" West 21.37 feet through a central angle of 90°49'34" to the point of beginning.

Contains 15 lots 10.24 acres.

May 19, 1999
Date

Keith R. Russell
License no. 164386

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 required for public use.

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

Kary L Yates dba KO Excavation
Cindy Yates

ACKNOWLEDGMENT

STATE OF UTAH
COUNTY OF Tooele } ss
2000

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 signer(s) 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. Linton
NOTARY PUBLIC
Residing at: Tooele
My comission 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 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 Deputy TOOELE COUNTY RECORDER

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

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

ENGINEER'S CERTIFICATE
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. 2000
Donald L. Elton

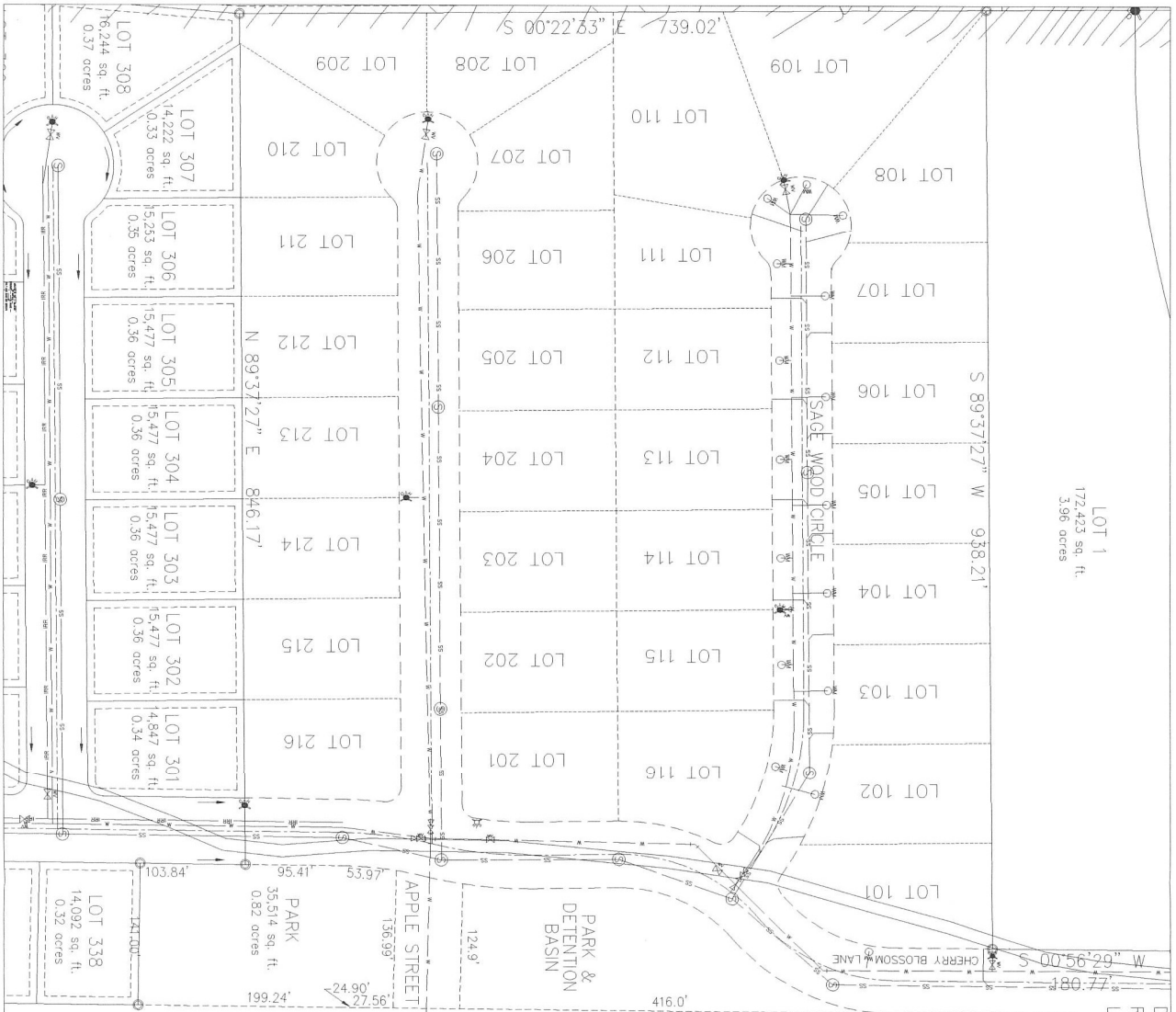
TOOELE CO. HEALTH DEPT.
APPROVED THIS 25TH DAY OF AUGUST A.D. 99
TOOELE COUNTY HEALTH DEPARTMENT

CHERRY GROVE
PLAT A
GRANTSVILLE CITY, UTAH
FINAL PLAT

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

date: 3-12-99
project no: 98-030
sheet: 1 OF 1

DESIGNER: D. ENSMAN | DRAFTER: BEA | ENGINEER: D. JERKINS | SCALE: 1"=50'



file: PATTERSON PROPERTY 1218	project name: GRANTSVILLE SUB 800 WEST MAIN GRANTSVILLE CITY, UTAH for: HALIFAX DEVELOPMENT		ENSIGN engineering • planning • surveying 90 East Fort Union Blvd., Suite 100 Midvale, Utah 84047 (801) 255-0529 fax (801)-255-4449
sheet: 1 of 1	sheet title: CONCEPT PLAN		project manager: B. KINSMAN drawn by: AL date:

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

VICINITY MAP
NOT TO SCALE

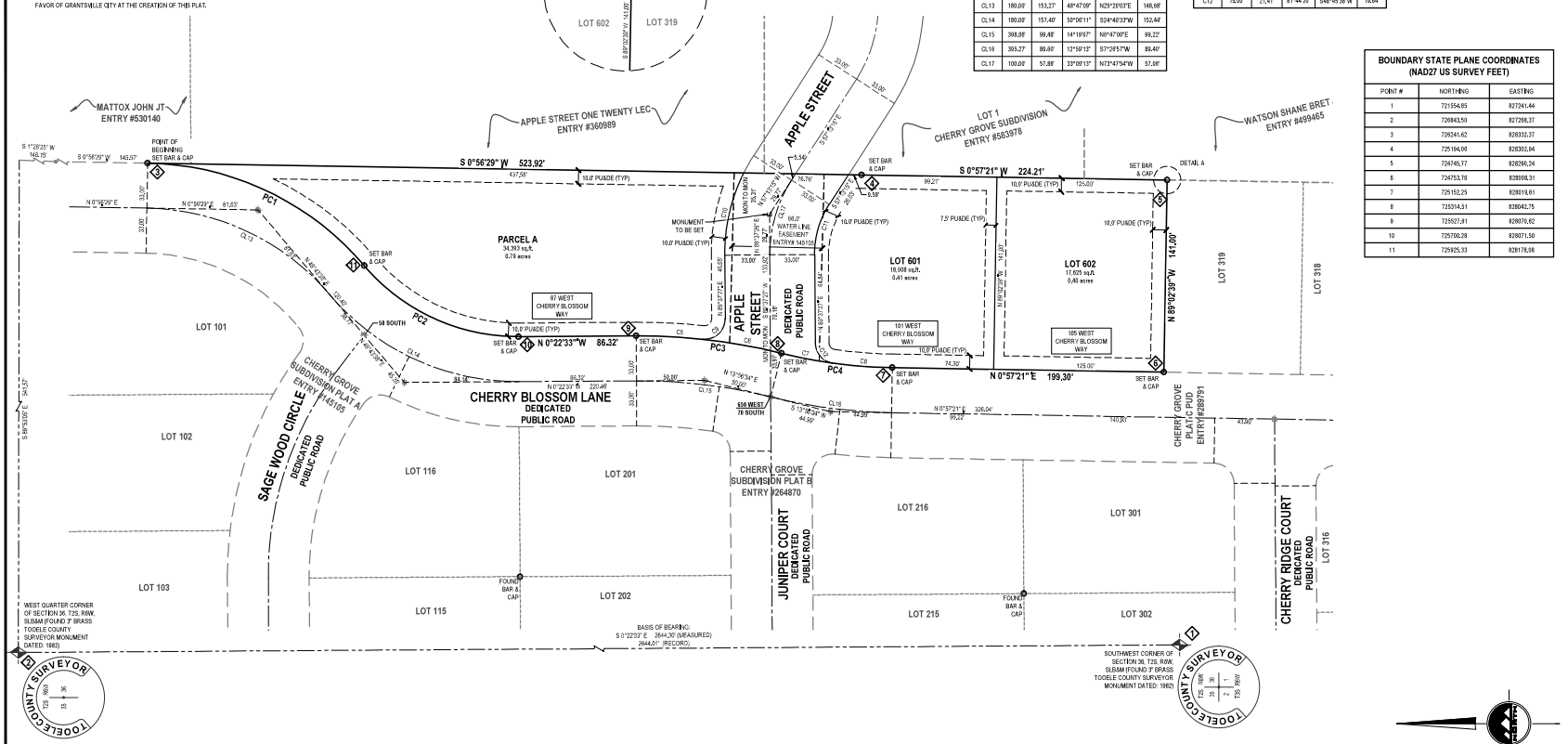
DETAIL A

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD
PC1	213.00'	191.36'	48°42'09"	N25°39'03"E	175.63'
PC2	147.00'	128.55'	50°06'11"	N24°40'33"E	124.49'
PC3	431.96'	107.73'	14°10'07"	N87°47'00"E	107.45'
PC4	362.27'	82.12'	12°59'13"	N77°26'57"E	81.94'

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD
C5	431.00'	46.85'	6°13'37"	N72°52'16"E	46.83'
C6	431.00'	58.87'	7°49'30"	N10°01'46"E	58.83'
C7	362.27'	38.45'	6°04'49"	S10°54'06"W	38.43'
C8	362.27'	43.67'	6°54'24"	S4°24'33"W	43.64'
C9	15.00'	25.28'	96°36'37"	S42°07'44"E	22.38'
C10	133.00'	62.47'	26°54'35"	N76°52'12"W	61.89'
C11	67.00'	36.17'	33°58'12"	N73°47'54"W	35.23'
C12	15.00'	21.41'	81°44'20"	S48°49'38"W	19.64'

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD
C13	180.00'	153.27'	48°47'09"	N25°39'03"E	148.69'
C14	180.00'	157.40'	50°06'11"	S24°40'33"W	152.44'
C15	398.00'	99.48'	14°19'07"	N87°47'00"E	99.22'
C16	395.27'	89.80'	12°59'13"	S77°26'57"W	89.60'
C17	100.00'	57.88'	33°09'13"	N73°47'54"W	57.06'

BOUNDARY STATE PLANE COORDINATES (NAD27 US SURVEY FEET)		
POINT #	NORTHING	EASTING
1	721554.65	827241.44
2	720843.50	827268.37
3	720241.62	826332.37
4	725194.00	826302.64
5	724745.77	826296.24
6	724753.76	828008.31
7	725152.25	828018.91
8	725314.51	828043.75
9	725527.81	828076.82
10	725700.28	828071.50
11	725925.33	828178.08



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."
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

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 west 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 431.00-foot radius tangent reverse curve to the left (center bears North 76°02'26" West and the long chord bears North 8°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°19'22" 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

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)
County of TOOELE) S.S.

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)
County of TOOELE) S.S.

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

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

TOOELE COUNTY RECORDER

RECORDED #_____
STATE OF UTAH, COUNTY OF TOOELE, RECORDED AND FILED AT THE
REQUEST OF _____
DATE: _____ TIME: _____
FEES _____ TOOELE COUNTY RECORDER

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 # 2022-0069

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 : C0950T
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: 435.578.8108

SALT LAKE CITY
Phone: 801.255.0529

LAYTON
Phone: 801.549.1100

CEDAR CITY
Phone: 435.865.1453

RICHFIELD
Phone: 435.896.2983

WWW.ENSENG.COM

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 #4

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

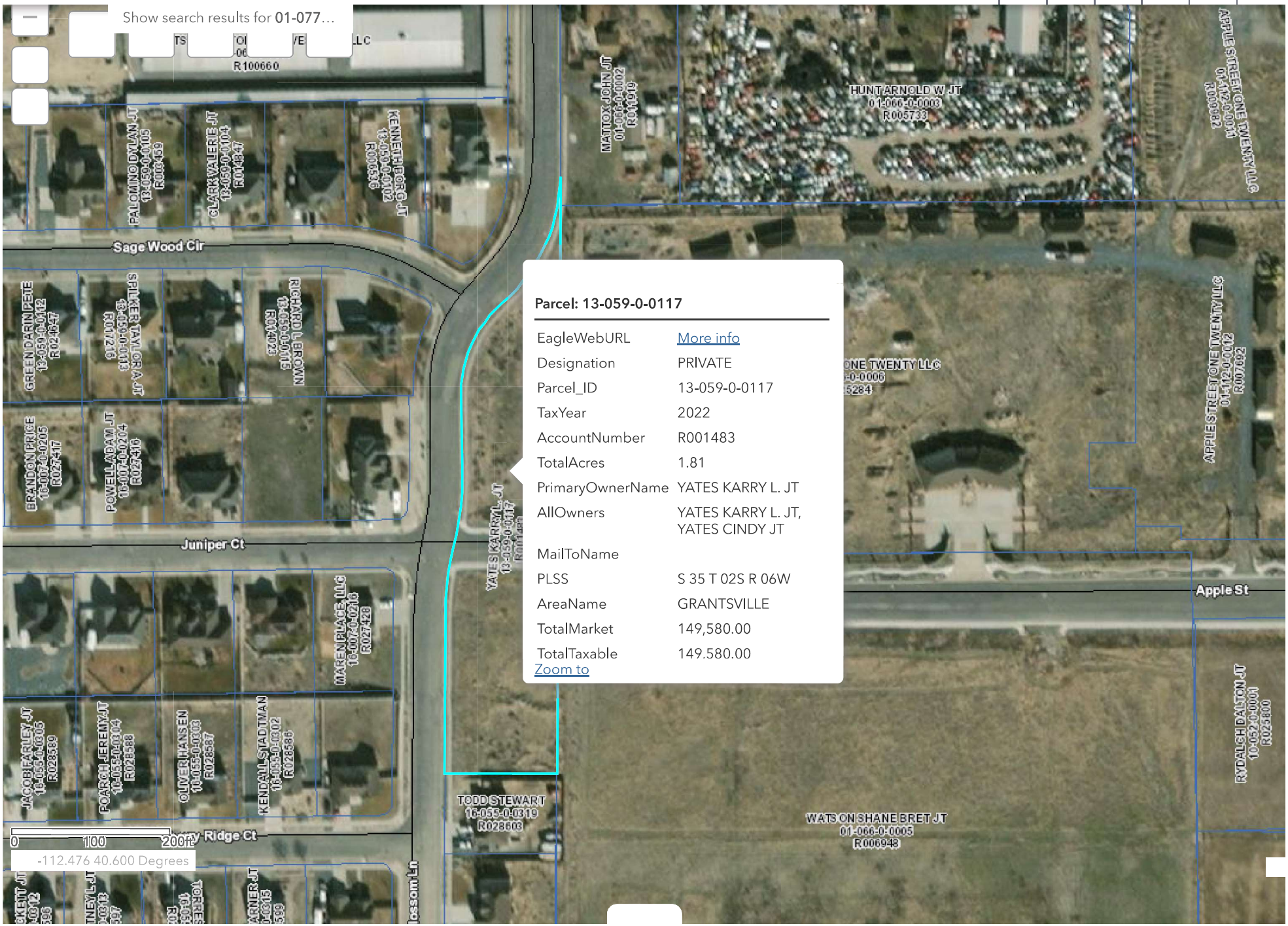
Meeting Date: August 1st, 2024
Public Hearing Date: July 9th, 2024
Acreage: 0.79
Current Zone: RR-1-21

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.

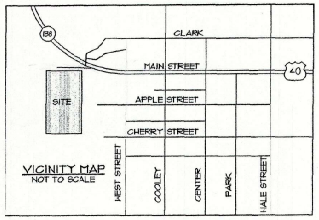
Site Plan

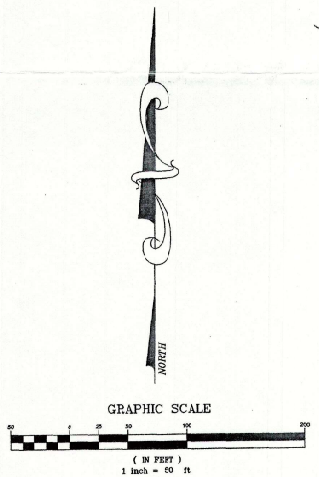

Show search results for 01-077…
Sage Wood Cir
Juniper Ct
Apple St
Ridge Ct
Parcel: 13-059-0-0117
EagleWebURL More info
Designation PRIVATE
Parcel_ID 13-059-0-0117
TaxYear 2022
AccountNumber R001483
TotalAcres 1.81
PrimaryOwnerName YATES KARRY L. JT
AllOwners YATES KARRY L. JT, YATES CINDY JT
MailToName
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

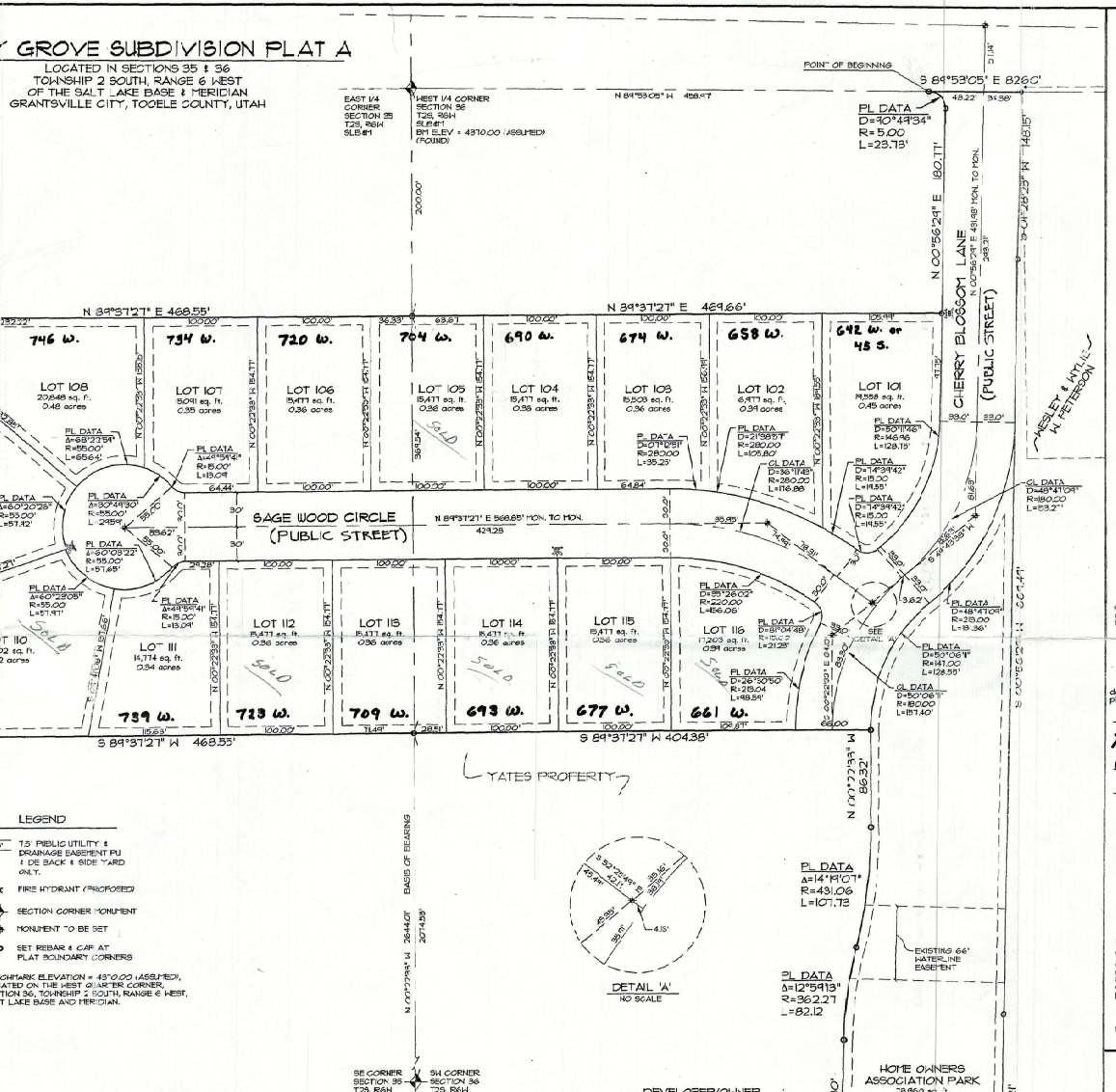


CHERRY GROVE SUBDIVISION PLAT A

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







LEGEND

- 15' P.U.E. — 15' 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.

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 CHERRY 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 826.0 feet along the section line to an existing fence line;
thence South 1°26'25" 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 Northeasterly 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° 41'01" East 107.44 feet through a central angle of 14°19'01");
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 180.17 feet;
thence Northeasterly 23.78 feet along the arc of a 15.00 foot radius curve to the left, (center bears North 89°03'36" West and long chord bears North 44°26'58" West 21.27 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 — KEITH R. RUSSELL — No. 164386 — 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. 2000

Kart L Yates dba KO Excavation
Cindy Yates

ACKNOWLEDGMENT

STATE OF UTAH
COUNTY OF Tooele } S.S.

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.

Residing at: Tooele
Susan P. Stratton
NOTARY PUBLIC
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 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.

Residing at: ___
NOTARY PUBLIC
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
FEE $ 44.00
TOOELE COUNTY RECORDER

GRANTSVILLE CITY COUNCIL
APPROVED THIS 19 DAY OF May A.D. 19 99
MAYOR
ATTEST

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

CHERRY GROVE PLAT A GRANTSVILLE CITY, UTAH

FINAL PLAT

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.
ENGINEER OR LICENSED LAND SURVEYOR

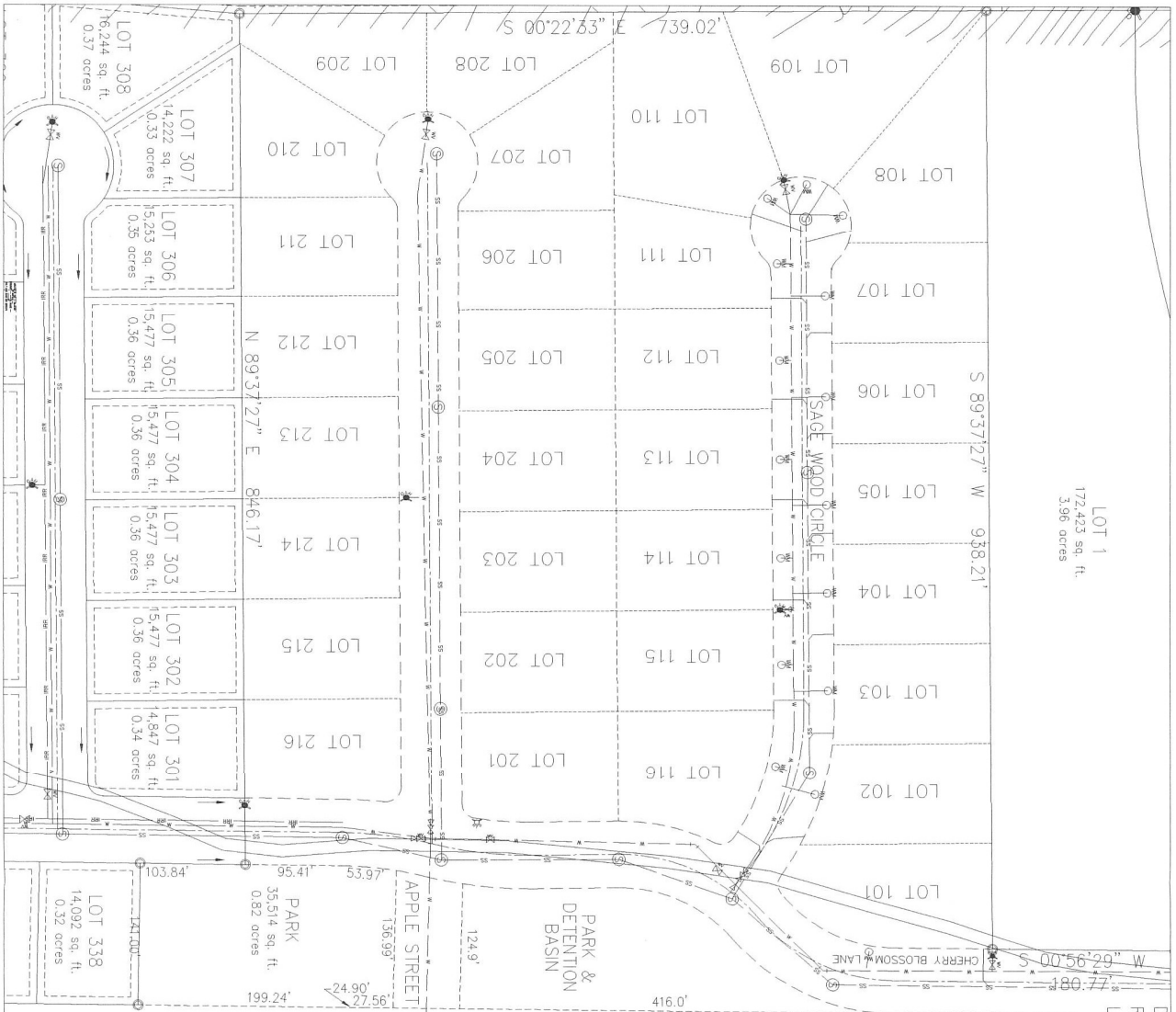
APPROVAL AS TO FORM
APPROVED AS TO FORM THIS 14th DAY OF March A.D. 19 2000
GRANTSVILLE CITY ATTORNEY

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

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 BRA | ENGINEER D. JENKINS | SCALE 1"=50'



file: PATTERSON PROPERTY 1218	project name: GRANTSVILLE SUB 800 WEST MAIN GRANTSVILLE CITY, UTAH for: HALIFAX DEVELOPMENT		ENSIGN engineering • planning • surveying 90 East Fort Union Blvd., Suite 100 Midvale, Utah 84047 (801) 255-0529 fax (801)-255-4449
sheet: 1 of 1	sheet title: CONCEPT PLAN		project manager: B. KINSMAN drawn by: AL date:

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

VICINITY MAP
NOT TO SCALE

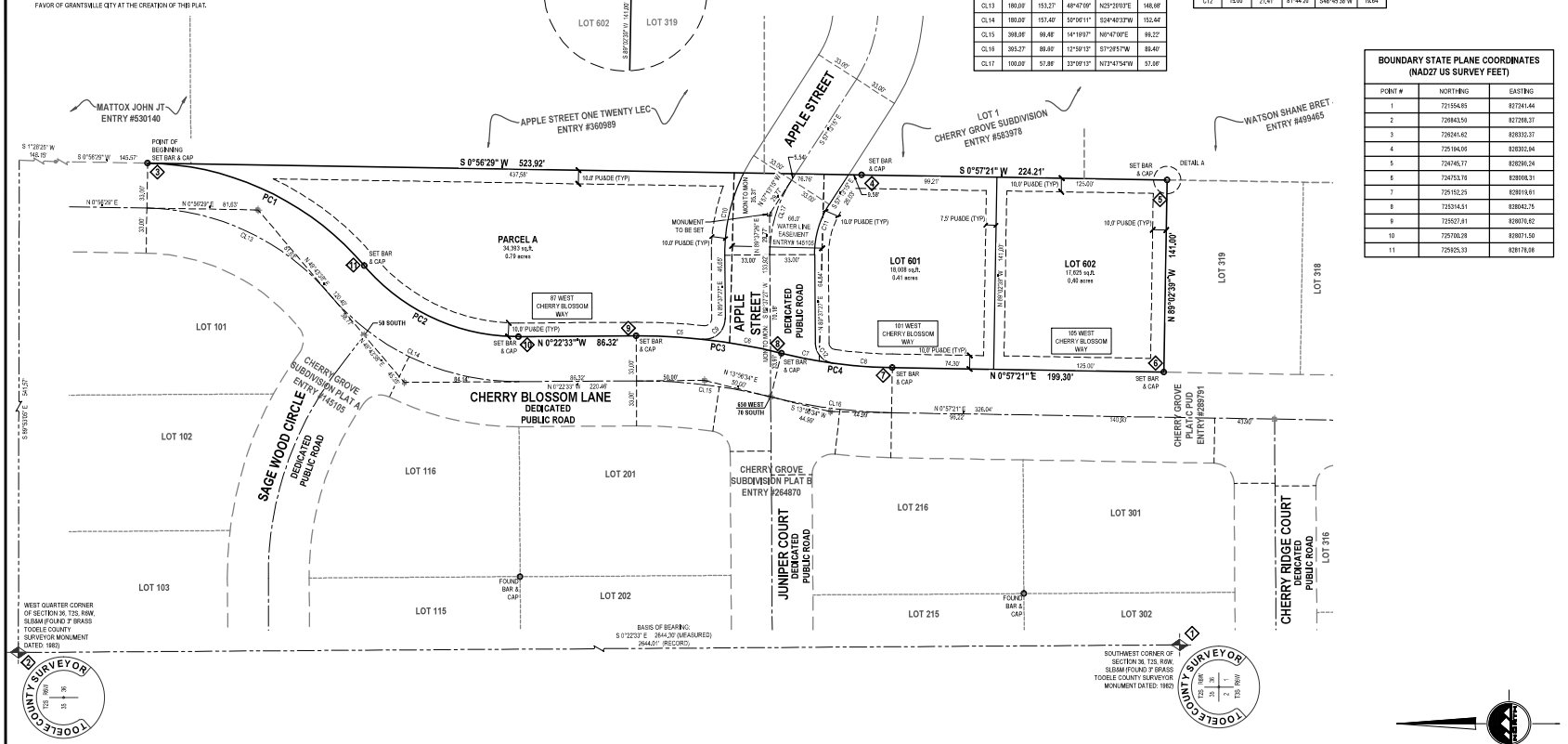
DETAIL A

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD
PC1	213.00'	191.36'	48°42'09"	N25°39'03"E	175.63'
PC2	147.00'	128.55'	50°06'11"	N24°40'33"E	124.49'
PC3	431.96'	107.73'	14°10'07"	N87°47'00"E	107.45'
PC4	362.27'	82.12'	12°59'13"	N77°26'57"E	81.94'

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD
C5	431.00'	46.85'	6°13'37"	N72°52'16"E	46.83'
C6	431.00'	58.87'	7°49'30"	N10°01'46"E	58.83'
C7	362.27'	38.45'	6°04'49"	S10°54'06"W	38.43'
C8	362.27'	43.67'	6°54'24"	S4°24'33"W	43.64'
C9	15.00'	25.28'	96°36'37"	S42°07'44"E	22.38'
C10	133.00'	62.47'	26°54'35"	N76°52'12"W	61.89'
C11	67.00'	36.17'	33°58'12"	N73°47'54"W	35.23'
C12	15.00'	21.41'	81°44'20"	S48°49'38"W	19.64'

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD
C13	180.00'	153.27'	48°47'09"	N25°39'03"E	148.69'
C14	180.00'	157.40'	50°06'11"	S24°40'33"W	152.44'
C15	398.00'	99.48'	14°19'07"	N87°47'00"E	99.22'
C16	395.27'	89.80'	12°59'13"	S77°26'57"W	89.60'
C17	100.00'	57.88'	33°09'13"	N73°47'54"W	57.06'

BOUNDARY STATE PLANE COORDINATES (NAD27 US SURVEY FEET)		
POINT #	NORTHING	EASTING
1	721554.65	827241.44
2	720843.50	827268.37
3	720241.62	826332.37
4	725194.00	826302.64
5	724745.77	826296.24
6	724753.76	828008.31
7	725152.25	828018.91
8	725314.51	828043.75
9	725527.81	828076.82
10	725700.28	828071.50
11	725925.33	828178.08



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."
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

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 west 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 431.00-foot radius tangent reverse curve to the left (center bears North 76°02'26" West and the long chord bears North 8°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°19'22" 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

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)
County of TOOELE) S.S.

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)
County of TOOELE) S.S.

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

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

TOOELE COUNTY RECORDER

RECORDED #_____
STATE OF UTAH, COUNTY OF TOOELE, RECORDED AND FILED AT THE
REQUEST OF _____
DATE: _____ TIME: _____
FEES _____ TOOELE COUNTY RECORDER

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 # 2022-0069

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 : C0950T
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: 435.578.8108

SALT LAKE CITY
Phone: 801.255.0529

LAYTON
Phone: 801.549.1100

CEDAR CITY
Phone: 435.865.1453

RICHFIELD
Phone: 435.896.2983

WWW.ENSENG.COM

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 # 5

Discussion of the proposed Master Development Agreement for The Estates at Twenty Wells PUD, located on SR112.

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

Staff Report Summary for the Estates of Twenty Wells Development Agreement

Applicant Name: Priority Builders LLC
Request: Development Agreement
Prepared By: Shelby Moore

Meeting Date: August 1st, 2024
Public Hearing Date: March 21st, 2024
Units: 1,026
Acres: 226

Planning Staff Explanation and Recommendation: Discussion for the proposed Development Agreement for the Estates of Twenty Wells PUD.

CONDITIONS & CONCLUSIONS

Condition(s) of Approval:

Conclusions: The applicant has submitted all applicable information for this proposed project. They have worked with the City Staff and taken comments from the Planning Commission, then implemented them where feasible for the proposed project.

PLANNING STAFF ANALYSIS and COMMENTS

Background:

City Staff has been working with the developers and engineers of the Estates at Twenty Wells PUD development for several months. What follows is a Completed Worksheet that was developed by Shay Stark to aid staff and Planning Commissioners understand the PUD application being submitted by developers.

The proposed project covers approximately 226 acres with mixed types of residential and commercial. A little over 55% of the project by acreage is residential. Almost 9% of the acreage is proposed to be commercial. A little over 12% is fully improved amenity rich active open space. The remainder of the parcel is dedicated to public facilities such as streets and utility corridors. See Attached Concept Plan.

In a prior discussion with Planning Commission the applicant was asked to swap out some of the townhouse/multi-family area along SR-112 to provide additional commercial space fronting the highway. There are now 20 acres of commercial proposed in the project. The location of the proposed commercial property fronting SR-112 will complement the Lakeview Business Park and due to its easy access has potential to draw a regional customer base.

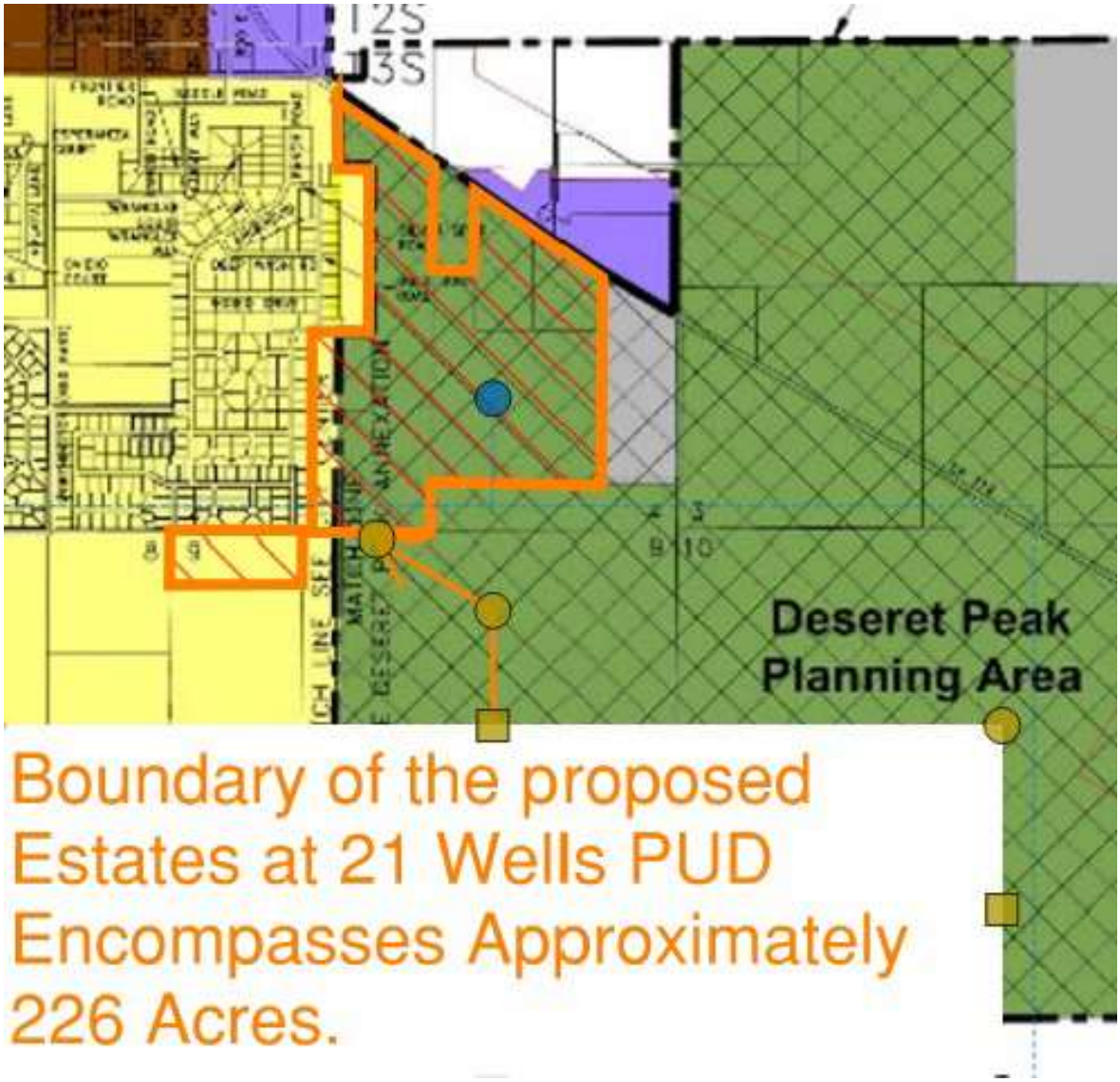
The project proposes providing a 27+ acre public park for the benefit not only the developments residents but also equipped with amenities that the residents of Grantsville desire. The park is proposed to include amenities such as pickle ball courts, baseball, and softball fields, all which are designed for league practice and play with score boards, stands, fencing and other accouterments. The park will include parking restrooms and other buildings that will allow the capability to host large groups of people for community events. A 27-acre park in this general location is desired by the community and is included in the General Plan. See the attached Recreation Plan adopted in January 2020 as part of the General Plan. This park is also a priority that is included in the Grantsville City Capital Facilities Plan. This project would be required to provide approximately 20 acres of open space per the open space requirements found in GLUDMC Sections 21.1.12 – 21.1.22. The proposed park including the land costs, landscaping and construction of the amenities has been estimated by the applicant to cost just over $14 million.

The proposed project is also offering other improvements such as the purchase of property from the Soil Conservation District and extension of Nygreen Street to Mallory Way (estimated cost $2.2 million), Extension of a 12" water line across the Conservation District property and purchase of the necessary easements running from

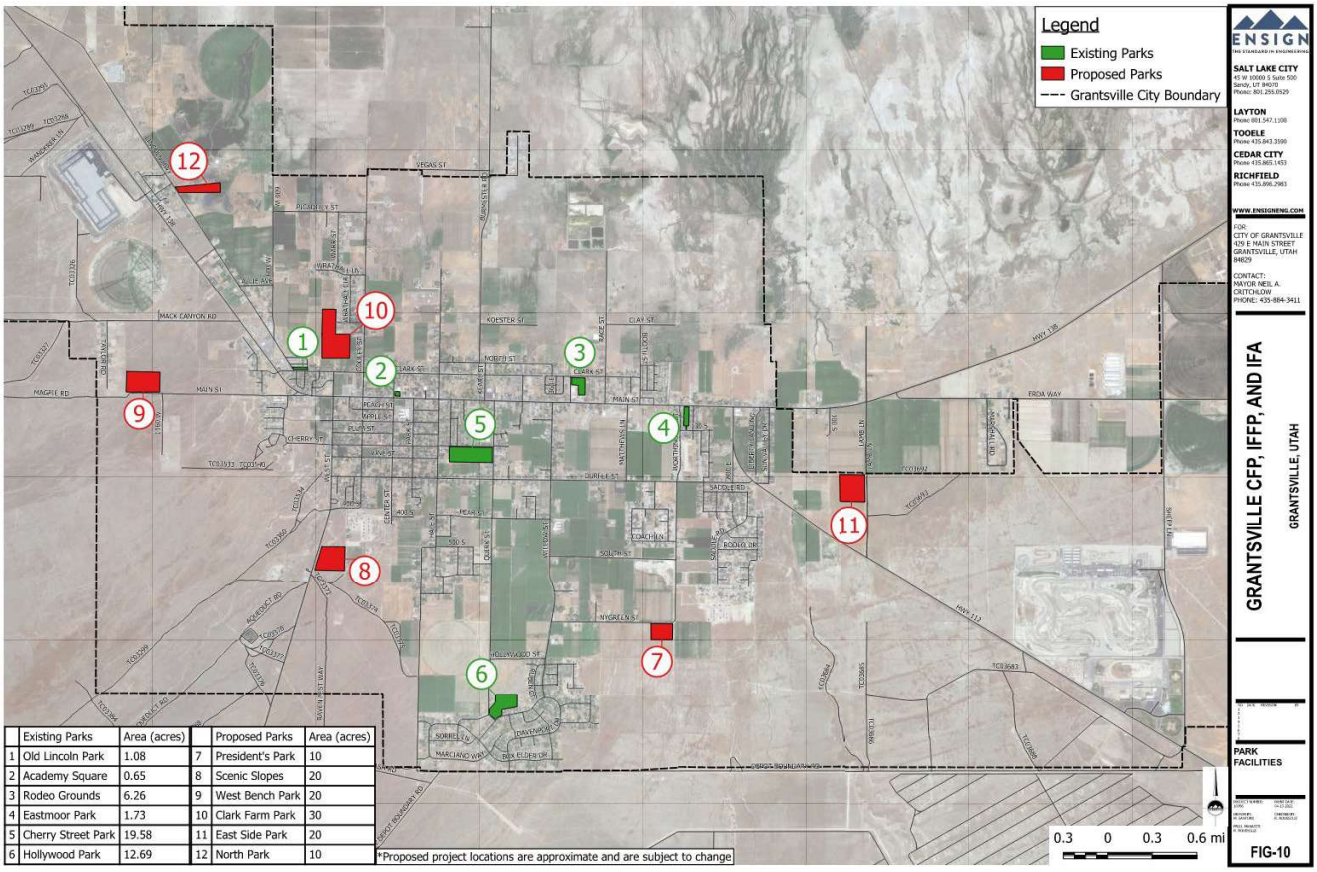
the depot fence through the subdivision (estimated cost $1.1 million), and extension of a new upsized sewer line from Main Street along SR-112 through the project comprising of 10" to 18" lines (estimated cost $1.1 million). While each of these projects benefits the proposed development they have been sized and located with the greater community in mind so that the benefit extends beyond the project boundaries. The City appreciates the added value for the community that is being proposed.

Land Use:

This project lies within the Deseret Peak Special Planning Area. It is not 500 acres as the applicant does not have control over 500 acres but it is a significantly sized project that will shape the outcome of the area that is outside of the control of the Lakeview Business Park. It is important to note that since the Special Planning Area was created a large portion of the land within the area has been consolidated into the Lakeview Business Park.



The Deseret Peak section of the Grantsville City Land Use Map is attached.

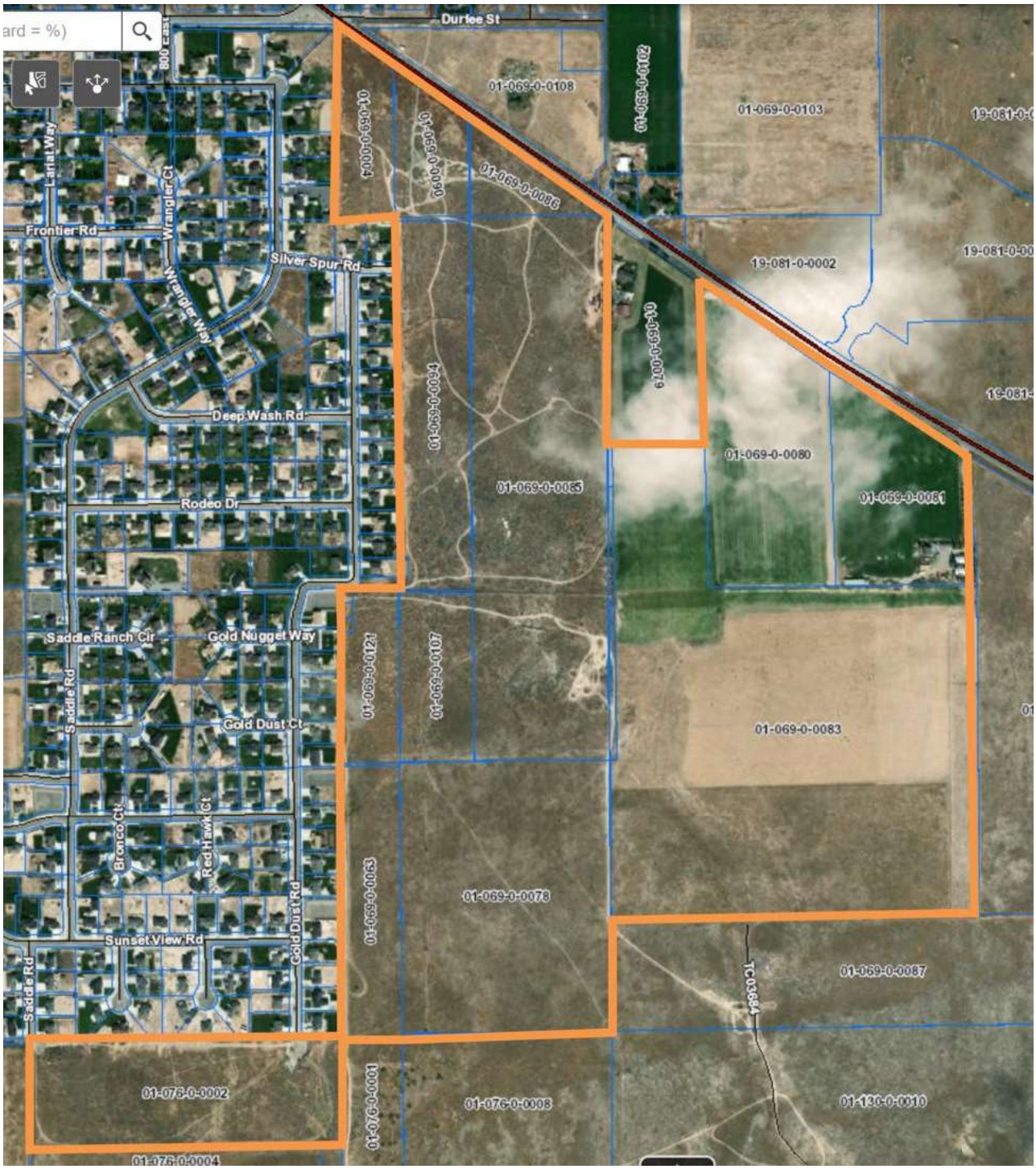


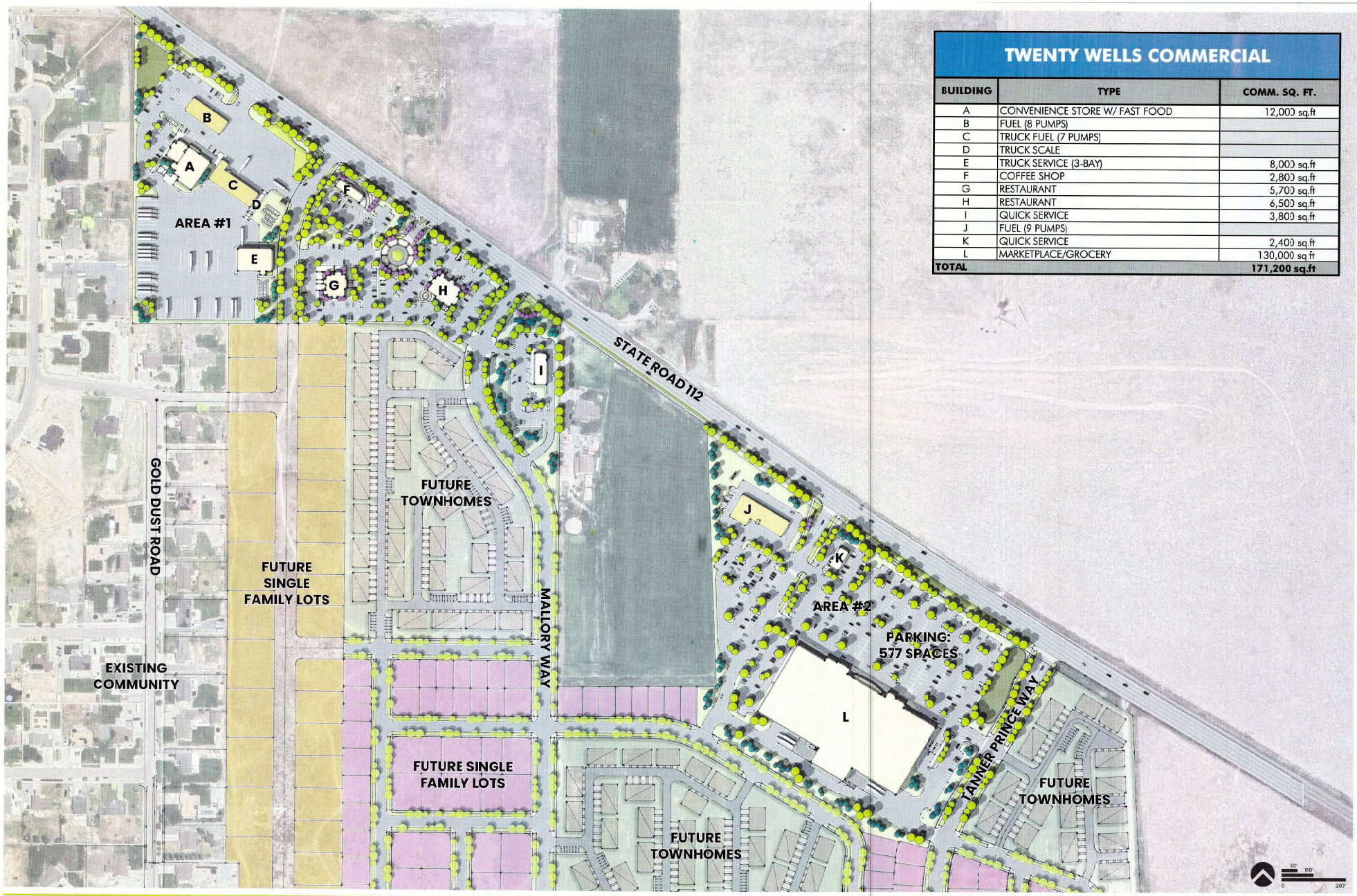
	Existing Parks	Area (acres)		Proposed Parks	Area (acres)
1	Old Lincoln Park	1.08	7	President's Park	10
2	Academy Square	0.65	8	Scenic Slopes	20
3	Rodeo Grounds	6.26	9	West Bench Park	20
4	Eastmoor Park	1.73	10	Clark Farm Park	30
5	Cherry Street Park	19.58	11	East Side Park	20
6	Hollywood Park	12.69	12	North Park	10

- **Estimated Costs for Upsized Utilities and Sports Park**
  - The estimated costs ($14,060,375.00) for improvements provided by the developer appear to be in the within reason with all the improvements proposed.

Project Benefits to the City and the Project Residents:

- The City will receive a fully improved 27+ acre park as has been previously described.
- The City will receive, up sized water and sewer lines that will provide for future development to the east and get the City one step closer to being able to provide a loop for the terminal waterline that currently feeds Sheep Lane.
- Access to commercial areas within walking distance. This may serve to reduce the number of vehicular trips generated by residential areas.
- The project will provide commercial property along SR-112.


ard = %)
800 East
Durlee St
01-069-0-0108
01-069-0-0102
01-069-0-0103
19-081-0-0
01-069-0-0004
01-069-0-0090
01-069-0-0086
Lariat Way
Wrangler Ct
Frontier Rd
Silver Spur Rd
Wrangler Way
19-081-0-0002
19-081-0-00
01-069-0-0079
01-069-0-0084
Deep Wash Rd
19-081-
01-069-0-0080
01-069-0-0085
01-069-0-0081
Rodeo Dr
Saddle Ranch Cir
Gold Nugget Way
Saddle Rd
01-069-0-0124
01-069-0-0107
Gold Dust Ct
01-069-0-0083
Bronco Ct
Red Hawk Ct
01-069-0-0063
01-069-0-0078
Sunset View Rd
Gold Dust Rd
Saddle Rd
TC03684
01-069-0-0087
01-076-0-0002
01-076-0-0001
01-076-0-0008
01-130-0-0010
01-076-0-0004



TWENTY WELLS COMMERCIAL

BUILDING	TYPE	COMM. SQ. FT.
A	CONVENIENCE STORE W/ FAST FOOD	12,000 sq.ft
B	FUEL (8 PUMPS)	
C	TRUCK FUEL (7 PUMPS)	
D	TRUCK SCALE	
E	TRUCK SERVICE (3-BAY)	8,000 sq.ft
F	COFFEE SHOP	2,800 sq.ft
G	RESTAURANT	5,700 sq.ft
H	RESTAURANT	6,500 sq.ft
I	QUICK SERVICE	3,800 sq.ft
J	FUEL (9 PUMPS)	
K	QUICK SERVICE	2,400 sq.ft
L	MARKETPLACE/GROCERY	130,000 sq.ft
TOTAL		**171,200 sq.ft**

Twenty Wells Grantsville, Utah
Commercial Build-out Illustrative, May 14, 2024

pcs group

811 Know what's below. Call before you dig.

CALL BLUESTAKES @ 811 AT LEAST 48 HOURS PRIOR TO THE COMMENCEMENT OF ANY CONSTRUCTION.

BENCHMARK

LOCATED WITHIN THE NW, NE, AND SE QUARTERS OF SECTION 4 AND THE NW QUARTER OF SECTION 5 TOWNSHIP 3 SOUTH, RANGE 5 WEST SALT LAKE BASE AND MERIDIAN, GRANTSVILLE, TOOELE COUNTY, UTAH ELEV = 4394.49

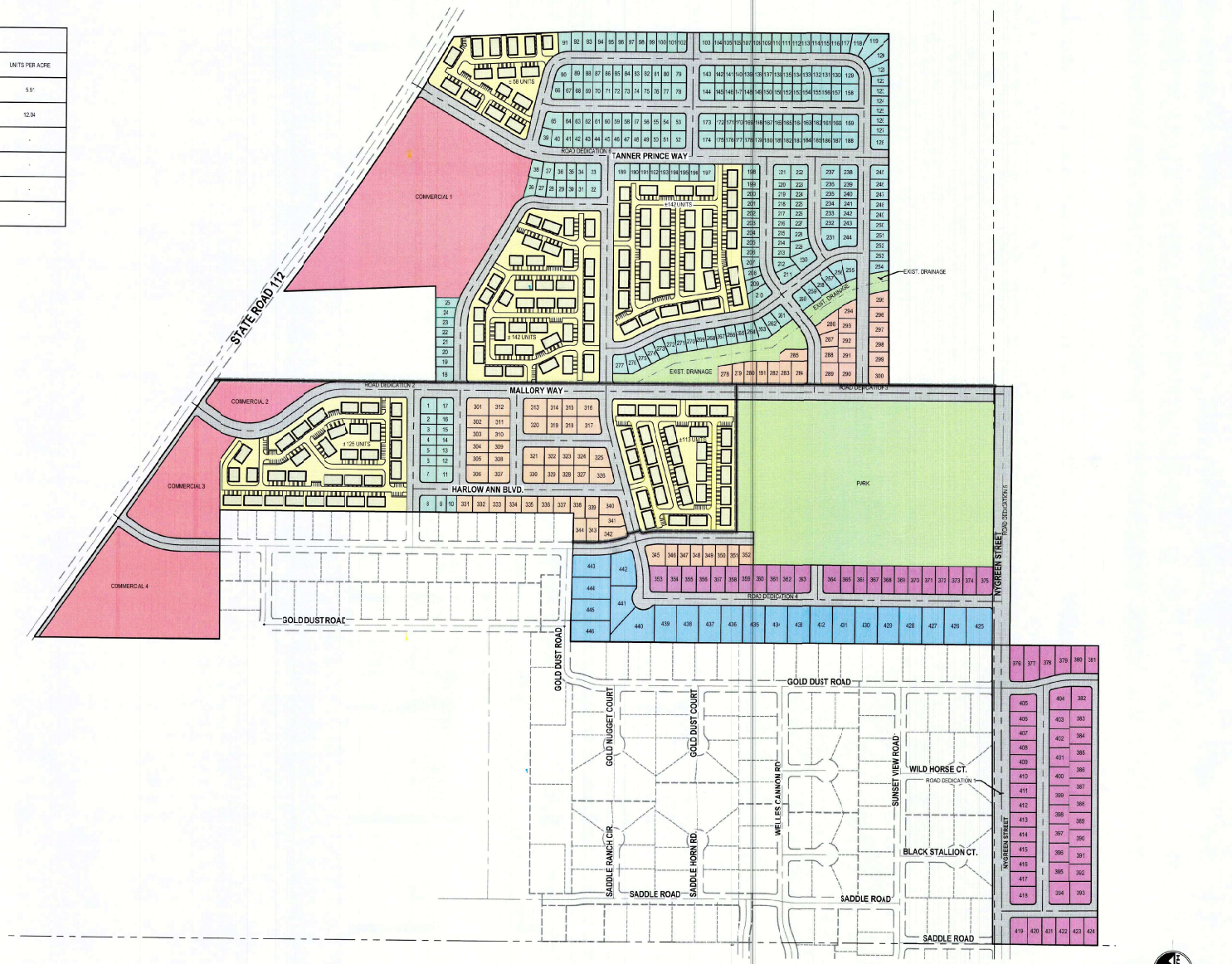
AREA CALCULATIONS TABLE

DESCRIPTION	AREA PROPOSED (sq. ft.)	AREA PROPOSED (acres)	PERCENTAGE PROPOSED	UNITS PER ACRE
(446) SINGLE FAMILY LOTS	3,280,230 sq. ft	75.510 acres	36.22%	5.9
560) TOWNHOME UNITS	2,098,810 sq. ft	48.184 acres	23.58%	12.04
PARKS AND OPEN SPACE	1,251,052 sq. ft	28.723 acres	12.26%	-
COMMERCIAL	1,360,938 sq. ft	31.243 acres	13.33%	-
ARTERIAL ROADS	2,207,397 sq. ft	50.668 acres	21.62%	-
TOTAL SITE	10,207,337 sq. ft	234.329 acres	100.00%	-

UNIT BREAKDOWN

	HOUSING TYPE	TARGET	QUANTITY OF UNITS
MFR	MULTI-FAMILY RESIDENTIAL	10 UNITS/ACRE	560
HDR	HIGH-DENSITY RESIDENTIAL	4,500 - 7,000 SQ. FT.	277
HDR	HIGH-DENSITY RESIDENTIAL	7,000 - 10,000 SQ. FT.	75
MDR	MEDIUM-DENSITY RESIDENTIAL	10,000 - 12,000 SQ. FT.	72
RR	RURAL-RESIDENTIAL	21,780 SQ. FT.	22
			1026

- MULT-FAMILY RESIDENTIAL (MFR) TOWNHOMES
- HIGH-DENSITY RESIDENTIAL (HDR) TARGET 4,500 SF LOTS
- HIGH-DENSITY RESIDENTIAL (HDR) TARGET 7,000 SF LOTS
- MEDIUM-DENSITY RESIDENTIAL (MDR) TARGET 10,000 SF LOTS
- RURAL-RESIDENTIAL (RR) TARGET 21,780 SF LOTS
- OPEN SPACE
- COMMERCIAL
- ROAD DEDICATION



HORIZONTAL GRAPHIC SCALE

250 0 125 250 500

(IN FEET)

HORZ: 1 inch = 250 ft.

ENSIGN
THE STANDARD IN ENGINEERING

TOOELE
165 N. Main St, Unit 1
Tooele, UT 84074
Phone: 435.843.3590

SANDY
Phone: 801.255.0529

LAYTON
Phone: 801.547.1100

CEDAR CITY
Phone: 435.865.1453

RICHFIELD
Phone: 435.896.2983

WWW.ENSIGNENG.COM

OWNER:
HEMMANCONSTRUCTION
3331 S. REDWOOD RD.
BIVERTON, UT 84405

CONTACT:
SCOTT YERMISH
PHONE: 801.897.0352

THE ESTATES AT TWENTY WELLS PUD
CONCEPTUAL LAYOUT
GRANTSVILLE, UT

CONCEPT

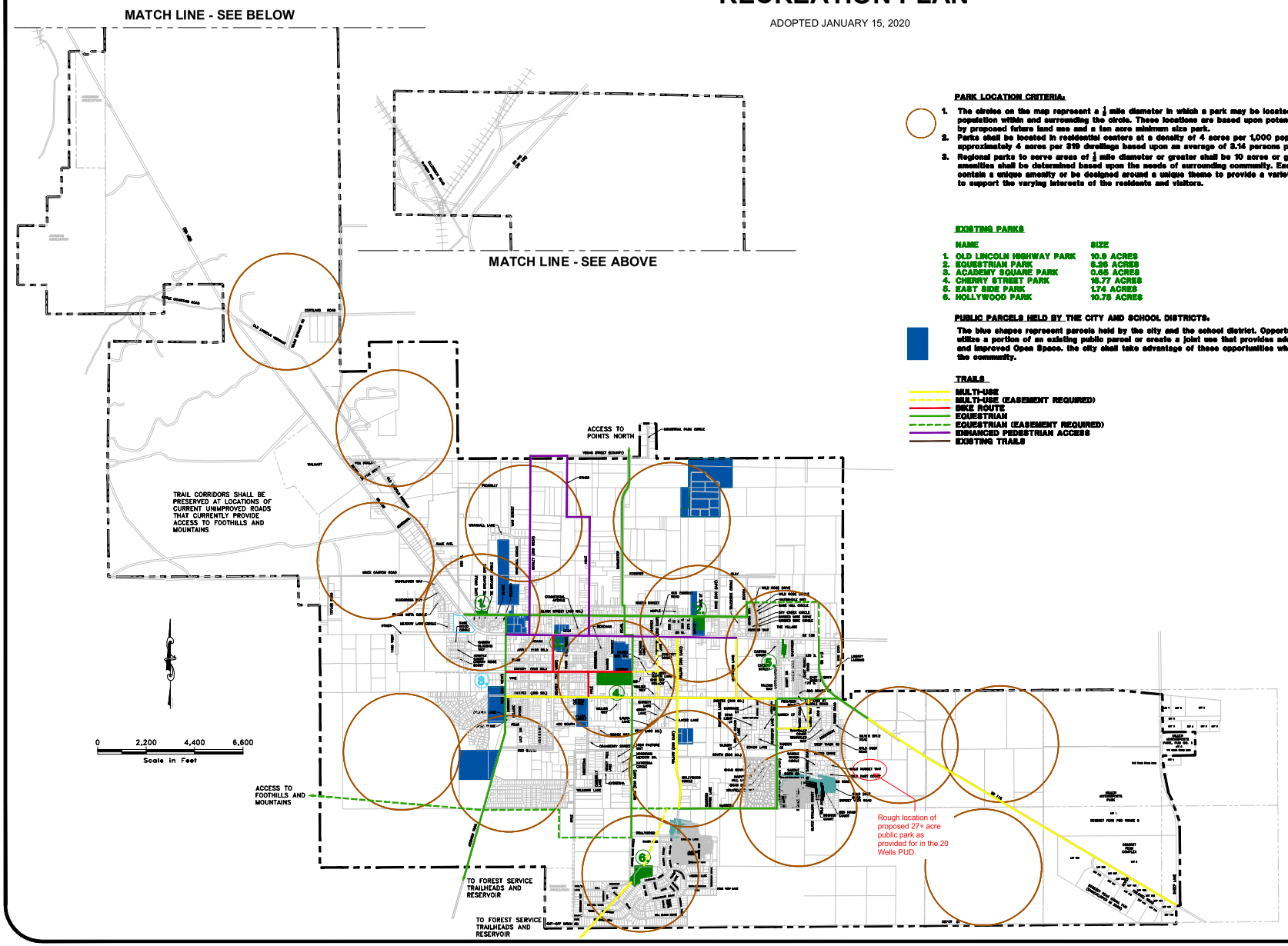
OVERALL CONCEPT

PROJECT NUMBER: 11774
PRINT DATE: 2024-05-31
PROJECT MANAGER: J. CLEGG
DESIGNED BY: R. [illegible]SH

GRANTSVILLE CITY

RECREATION PLAN

ADOPTED JANUARY 15, 2020



PARK LOCATION CRITERIA:

1. The circles on the map represent a ½ mile diameter in which a park may be located to serve the population within and surrounding the circle. These locations are based upon potential densities by proposed future land use and a ten acre minimum size park.
2. Parks shall be located in residential centers at a density of 4 acres per 1,000 population, or approximately 4 acres per 319 dwellings based upon an average of 2.14 persons per dwelling.
3. Regional parks to serve areas of ½ mile diameter or greater shall be 10 acres or greater. amenities shall be determined based upon the needs of surrounding community. Each park shall contain a unique amenity or be designed around a unique theme to provide a variety of amenities to support the varying interests of the residents and visitors.

EXISTING PARKS

	NAME	SIZE
1.	OLD LINCOLN HIGHWAY PARK	10.9 ACRES
2.	EQUESTRIAN PARK	6.26 ACRES
3.	ACADEMY SQUARE PARK	0.65 ACRES
4.	CHERRY STREET PARK	16.77 ACRES
5.	EAST SIDE PARK	1.74 ACRES
6.	HOLLYWOOD PARK	10.75 ACRES

PUBLIC PARCELS HELD BY THE CITY AND SCHOOL DISTRICTS.

The blue shapes represent parcels held by the city and the school district. Opportunities may arise to utilize a portion of an existing public parcel or create a joint use that provides additional recreational and improved Open Space. the city shall take advantage of these opportunities where they will benefit the community.

TRAILS

- MULTI-USE
- MULTI-USE (EASEMENT REQUIRED)
- BIKE ROUTE
- EQUESTRIAN
- EQUESTRIAN (EASEMENT REQUIRED)
- ENHANCED PEDESTRIAN ACCESS
- EXISTING TRAILS

LEGEND
Future Land Use Designations

Ensuring that the land and the proposed land-uses within the community are utilized to meet a unified community vision or goal is the first and often most important responsibility of a general plan. outlined on this map is the proposed Future land use map for the City of Grantsville:

Commercial
(A variety of commercial, retail, office and light industrial associated with a retail presence fronting street with special approval)

Mixed-Use Density
(A mixture of commercial/retail and residential uses, allowing up to 10 units per acre where surrounding uses are compatible. Heights are limited to two stories or a maximum of 35' above grade at street. Three stories above grade at street and/or 15 units per acre may be approved with special considerations of landscaping, buffering and architectural design that fit the scale of the surrounding properties in the zone.)

High Single Family Density Residential
(Residential uses, allowing a maximum of 6 dwelling units per acre)

Medium Density Residential
(Residential uses, allowing a maximum of 3 dwelling units per acre)

Low Density Residential
(Residential use, allowing a maximum of 2 dwelling units per acre)

Rural Residential - 1
(Residential use with applicable rural land uses, allowing 1 dwelling unit per one to ten acres)

Rural Residential 2
(Residential use with applicable rural land uses, allowing 1 dwelling unit per five to ten acres)

Industrial
(Allowing industrial, light industrial and mining)

Municipal/School: This land use designates city-owned school district owned property serving a public purpose.

Parks & Open Space: Designates public parks, open space and recreational areas.



Boundary of the proposed Estates at 21 Wells PUD Encompasses Approximately 226 Acres.

GRANTSVILLE CITY GENERAL PLAN

FUTURE LAND USE MAP

DESERET PEAK ANNEXATION

ADOPTED JANUARY 15, 2020

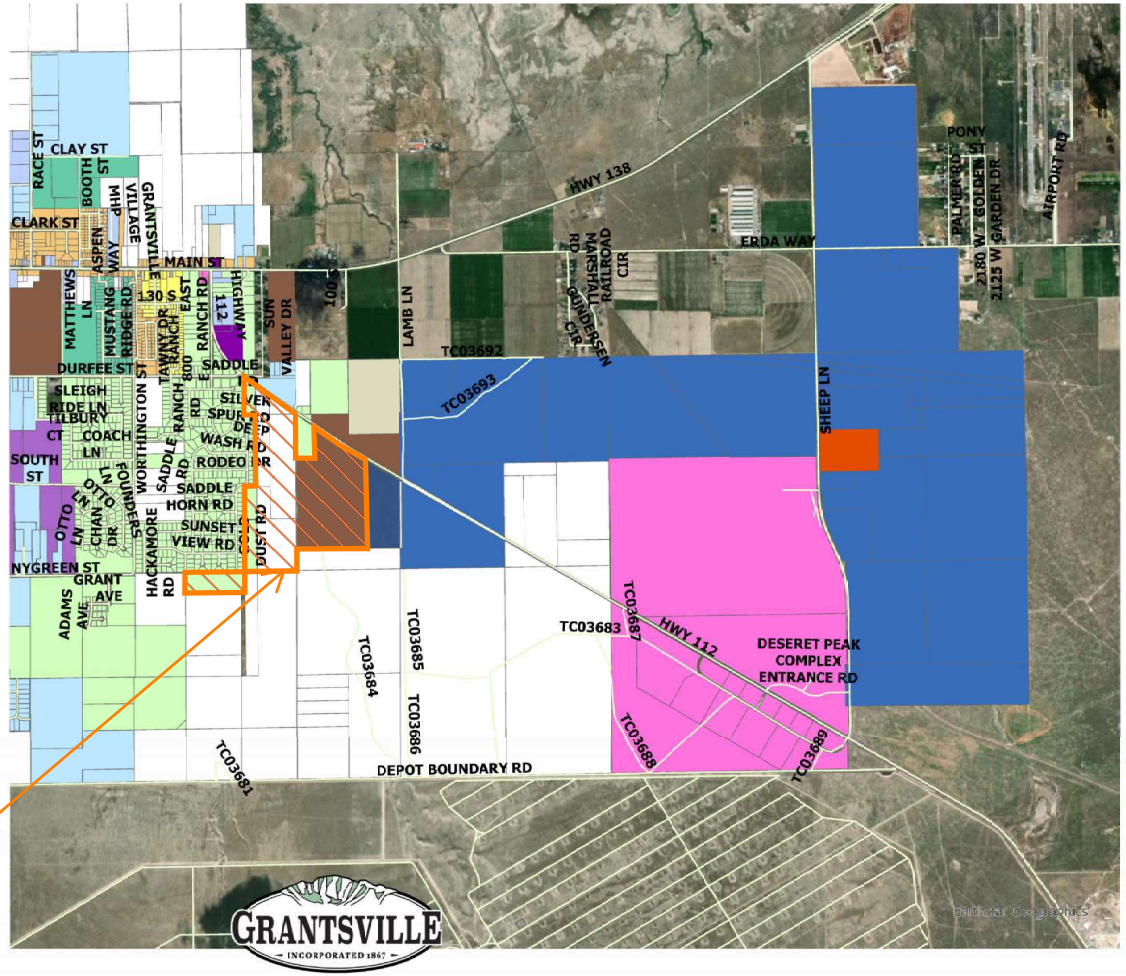
0 1,500 3,000
Scale in Feet

The purpose of designated Planning Areas is to foster a joint working relationship between the City and the landowner(s) of large parcels or groups of parcels 500 acres or greater, to create a Master Plan for the area with a balance of uses beneficial to both the development and the surrounding community adequately addressing the potential impacts on transportation, utility, and other public services and amenities.

LEGEND

ZONING DISTRICTS

	A-10		CN
	RR-5		CS
	RR-2.5		CG
	RR-1		CD
	R-1-21		MD
	R-1-12		MG
	R-1-8		MG-EX
	RM-7		PUD
	RM-15		MU



Boundary of the proposed Estates at 21 Wells PUD. Encompasses Approximately 226 Acres

ZONING MAP
DESERET PEAK AREA

Adopted May 17, 2023

0 0.25 0.5 1 1.5 2 Miles

N

WHEN RECORDED, RETURN TO:

Braydee Baugh
Grantsville City Recorder
429 East Main Street
Grantsville City, Utah 84029

GRANTSVILLE CITY
MASTER DEVELOPMENT AGREEMENT
FOR
THE ESTATES AT TWENTY WELLS PUD

THIS MASTER DEVELOPMENT Agreement ("**Agreement**") is made and entered as of the ____ day of _____ 20___, by and between Grantsville City, a municipal corporation of the State of Utah ("**City**") and Newman Construction LLC, a Utah limited liability company ("**Developer**").

RECITALS

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

B. Developer owns and is developing the Property as a Planned Unit Development subdivision. Developer and the City desire that the Property be developed in a unified and consistent fashion pursuant to the Final Plat. The Parties desire to enter into this Agreement to specify the rights and responsibilities of the Developer to develop the Property as expressed in this Agreement and the rights and responsibilities of the City to allow and regulate such development pursuant to the requirements of this Agreement.

C. The Parties understand and intend that this Agreement is a "development agreement" within the meaning of, and entered into pursuant to the terms of Utah Code Ann. §10-9a-101 (2005) *et seq*. This Agreement conforms with the intent of the City's General Plan and the Zoning.

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

TERMS

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

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

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

1.3 Buildout means the completion of all of the development on the entire Project in accordance with this Agreement.
1.4 City means Grantsville City, a political subdivision of the State of Utah.
1.5 City's Future Laws means the ordinances, policies, standards, and procedures which may be in effect as of a particular time in the future when a Development Application is submitted for a part of the Project, and which may or may not be applicable to the Development Application depending upon the provisions of this Agreement.
1.6 Council means the elected City Council of the City.
1.7 Default means a breach of this Agreement as specified herein.
1.8 Developer means Newman Construction LLC, and its successors/assignees as permitted by this Agreement.
1.9 Development means the development of a portion of the Property pursuant to an approved Development Application.
1.10 Development Application means an application to the City for development of a portion of the Project or any other permit, certificate or other authorization from the City required for development of the Project.
1.11 Final Plat means the recordable map or other graphical representation of land prepared in accordance with Utah Code Ann. § 10-9a-603 (2019), and approved by the City, subdividing any portion of the Project.
1.12 GLUDMC means the Grantsville Land Use and Development Code.
1.13 LUDMA means the Land Use, Development, and Management Act, Utah Code Ann. § 10-9a-101 (2005), *et seq*.
1.14 Maximum Residential Units means the development on the Property of The Estates at Twenty Wells PUD 1,026 Residential Dwelling Units
1.15 Notice means any notice to or from any Party to this Agreement that is either required or permitted to be given to another party.
1.16 Party/Parties means, in the singular, Developer or the City, in the plural Developer and the City.
1.17 Final Plat means the final plat for the development of the Project, which has been approved by the City and which is attached as Exhibit "B."
1.18 Project means the residential subdivision to be constructed on the Property pursuant to this Agreement with the associated Public Infrastructure and private facilities, and all of the other aspects approved as part of this Agreement.
1.19 Property means the real property owned by and to be developed by Developer more fully described in **Exhibit A**.
1.20 Public Infrastructure means those elements of infrastructure that are planned to be dedicated to the City or other public entities as a condition of the approval of a Development Application.
1.21 Residential Dwelling Unit means a structure or portion thereof designed and intended for use as attached residences as illustrated on the Final Plan.
1.22 Zoning means the zoning of the Property.

2 Development of the Project

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

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

3 Vested Rights.

3.1 Vested Rights Granted by Approval of this Agreement To the maximum extent permissible under the laws of Utah and the United States and at equity, the Parties intend that this Agreement grants to Developer all rights to develop the Project in fulfillment of this Agreement, LUDMA, GLUDMC, the Zoning of the Property, and the Final Plat except as specifically provided herein. The Parties specifically intend that this Agreement grant to Developer the "vested rights" identified herein as that term is construed in Utah's common law and pursuant to Utah Code Ann. § 10-9a-509 (2019).

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

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

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

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

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

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

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

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

3.2.8 Compelling, Countervailing Interest. Laws, rules or regulations that the City's land use authority finds on the record, are necessary to avoid jeopardizing a compelling, countervailing public interest pursuant to Utah Code Ann. § 10-9a-509(1)(a)(i) (2019).

4 **Term of Agreement** Unless earlier terminated as provided for herein, the term of this Agreement shall be until January 31, 2032. If the Developer has not been declared to be currently in Default as of January 31, 2032 (and if any such Default is not being cured) then this Agreement shall be automatically extended until January 31, 2040. This Agreement shall terminate automatically at Buildout.

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

6 **Public Infrastructure**

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

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

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

6.5 **Timing of Completion of Public Infrastructure** In accordance with the diligence requirements for the various types of approvals as described in the GLUDMC, construction of the required Public Infrastructure shall be completed prior to December 31, 2030. Upon a showing of good and sufficient cause by Developer the City shall, in accordance with the provisions of GLUDMC, extend the time of performance if requested prior to expiration of the completion date.

6.6 **Bonding** In connection with any Development Application, Developer shall provide bonds or other development security, including warranty bonds, to the extent required by GLUDMC, unless otherwise provided by Utah Code § 10-9a-101, *et seq*. (2005), as amended. The Applicant shall provide such bonds

or security in a form acceptable to the City or as specified in GLUDMC. Partial releases of any such required security shall be made as work progresses based on GLUDMC.

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

7. Upsizing/Reimbursements to Developer

1.1. **Upsizing:** The City shall not require Developer to "upsize" any future Public Infrastructure (i.e., to construct the infrastructure to a size larger than required to service the Project) unless financial arrangements reasonably acceptable to Developer are made to compensate Developer for the incremental or additive costs of such upsizing to the extent required by law. Except for, as stated in Addendum No. 1 Project Specific Items agreed to be completed by the Developer of The Estates at Twenty Wells PUD

1.2. Developer agrees to add the following "Off Site" improvements to our required items for the Twenty Wells PUD:

1.2.1. Design, furnish, construct, commission, and warranty Approx. 5300 linear feet of 12"- diameter water line with connection to the 16'-inch diameter water transmission line located north of the Army Depot northern property line through the Subdivision to State Route 112 in addition to the pressure reducing valves (PRV) and 8"-inch to 12"-inch diameter distribution water lines based on the City hydraulic water modeling results and the requirements of the City engineers.

1.2.2. Design, furnish, construct, commission, and warranty sanitary sewer line along State Route 112 from Durfee Street to the subdivision. The subdivision will upsize to 15"-inch diameter sanitary sewer pipe from the required 10"-inch diameter required sanitary sewer pipe.

1.2.3. Design, furnish, construct, commission, and warranty sanitary sewer line from Durfee Street to Main Street along State Route 112 which will be a complete upgrade installing 18"- inch diameter sanitary sewer line.

1.2.4. Design, furnish, construct, commission, and warranty an extension of Nygreen Street from Saddle Road to the east end of The Estates at Twenty Wells PUD which intersects Parcel # 01-069-0-0083 (Greg Dehaan Owner) of subject property.

2. **Default**

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

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

2.2.1. Specific Claim. Specify the claimed event of Default.

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

2.2.3. Optional Cure. If the City chooses, in its discretion, it may propose a method and time for curing the Default which shall be of no less than thirty (30) days duration, if weather conditions permit.

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

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

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

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

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

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

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

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

To the Developer:

_____

_____

_____

To the City:

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

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

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

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

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

8. **Assignability.** The rights and responsibilities of Master Developer under this Agreement may be assigned in whole or in part, respectively, by Developer with the consent of the City as provided herein.

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

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

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

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

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

which such assignment is approved.

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

10. **Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid for any reason, the Parties consider and intend that this Agreement shall be deemed amended to the extent necessary to make it consistent with such decision and the balance of this Agreement shall remain in full force and effect.

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

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

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

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

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

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

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

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

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

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

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

22. **Authority.** The Parties to this Agreement each warrant that they have all of the necessary

authority to execute this Agreement. Specifically, on behalf of the City, the signature of the Mayor of the City is affixed to this Agreement lawfully binding the City pursuant to Resolution No. 2020-12 adopted by the City on March 5, 2020.

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

DEVELOPER Newman Construction LLC.	GRANTSVILLE CITY
_____	_____
By: _____	By: Neil A. Critchlow,
Its: _____	Its: Mayor
Approved as to form and legality:	Attest:
_____	_____
City Attorney	City Recorder

CITY ACKNOWLEDGMENT

STATE OF UTAH)
: Ss.
COUNTY OF TOOELE)

On the _____ day of_____, 20__ personally appeared before me _____who being by me duly sworn, did say that he is the Mayor of Grantsville City, a political subdivision of the State of Utah, and that said instrument was signed in behalf of the City by authority of its City Council and said Mayor acknowledged to me that the City executed the same.

_____
NOTARY PUBLIC

My Commission Expires: _____

Residing at: _____

DEVELOPER ACKNOWLEDGMENT

STATE OF UTAH)
: Ss.
COUNTY OF _____)

On the _____ day of _____, 20__, personally appeared before me _____, who being by me duly sworn, did say that Mark Newman is the Manager of Newman Construction LLC, a Utah limited liability company and that the foregoing instrument was duly authorized by the company at a lawful meeting held by authority of its operating agreement and signed in behalf of said company.

_____
NOTARY PUBLIC

My Commission Expires: _____

Residing at: _____

TABLE OF EXHIBITS

Exhibit “A”	Legal Description of Property
Exhibit “B”	Final Plat
Addendum No. 1	Specific Project Terms
Addendum No. 2	Dispute Resolution Procedures

Exhibit “A”
Legal Description of Property

(Parcels 01-069-0-0004, 01-069-0-0063, 01-069-0-0078, 01-069-0-0080, 01-069-0-0081, 01-069-0-0083,01-069-0-0085, 01-069-0-0086, 01-069-0-0090, 01-069-0-0100, 01-069-0-0106, 01-069-0-0107, and 01-076-0-0002)

A parcel of land, situate in Section 4, and the Northwest Quarter of Section 9, Township 3 South,
Range 5 West, Salt Lake Base and Meridian, said parcel is also located in Grantsville, Tooele County,
Utah, more particularly described as follows:
Beginning at the South Quarter Corner of Section 4, Township 3 South, Range 5 West, Salt Lake
Base and Meridian, and running:
thence South 0°32'23" West 5.37 feet along the Quarter Section Line of said Section 9, to the north
Line of the future Nygreen Street;
thence North 89°45'24" West 1,317.49 feet along the north line of said future street, to the
southeast corner of Lot 739 of Anderson Ranch Phase 7B, recorded as Entry no. 448597 in the Tooele
County Recorder’s Office;
thence South 0°14’34” West 545.08 feet along an existing fence line, and along the western
boundary of the Grantsville soil conservation the northerly portion of which is the subject of that Boundary
Line Agreement recorded May 14, 2012 under Entry no. 369615, in the Tooele County Recorder’s Office;
thence South 89°54’22” West 1526.51 feet along said fence line to the corner thereof, said point
Being on the Section Line, and along the northern boundary of said Grantsville soil conservation;
thence North 0°29'04" East 527.85 feet along said fence and Section Line, to the Southwest
Corner of Section 4, Township 3 South, Range 5 West, Salt Lake Base and Meridian;
thence North 0°08'38" East 9.26 feet along the Section Line, to the southerly line of Anderson
Ranch Phase 7A, Recorded as Entry no. 433547, in the Tooele County Recorder’s Office;
thence North 89°36'21" East 1,524.37 feet along the southerly line of said Anderson Ranch Phase
7A and the southerly line of said Anderson Ranch Phase 7B, to the southeast corner of Lot 739 of said
Anderson Ranch Phase 7B;

thence North 0°14'36" East 665.63 feet along the east line of said Anderson Ranch Phase 7B, to
the northeast corner of Lot 743 of said subdivision, said point also being the southeast corner of Lot 630 of
Anderson Ranch Phase 6B, recorded as Entry no. 411212 in the Tooele County Recorder's Office;
Thence North 0°14'13" East 244.27 feet along the east line of said Anderson Ranch Phase 6B;
thence North 0°06'06" East 430.98 feet along the east line of said Anderson Ranch Phase 6B, to a
point on the east line of Lot 540 of Anderson Ranch Phase 5B, recorded as Entry no. 388608 in the Tooele
County Recorder's Office.
Thence North 0°19'46" East 365.74 feet along the east line of said Anderson Ranch Phase 5B;
thence North 0°17'45" East 457.82 feet along the east line of said Anderson Ranch Phase 5B, to
the northeast corner of Lot 546 of said Anderson Ranch Phase 5B, said point also being on the south line
Of Gold Dust Road;
Thence East 106.86 feet along said south line, to the east line of Gold Dust Road;
Thence South 1.31 feet along said east line;
Thence South 88°33'31" East 547.59 feet;
Thence North 0°08'09" East 1,820.93 feet;
Thence South 89°40'20" West 658.03 feet;
Thence North 0°08'09" East 948.64 feet, to the south line of State Road 112;
Thence South 54°59'02" East 1,606.82 feet along said south line, to the Quarter Section Line;
Thence South 0°08'54" West 1,133.60 feet along the Quarter Section Line;
thence North 89°32'33" East 487.295 feet along the northerly line of a Boundary Line Agreement
Recorded June 14, 2022 under Entry no. 574519, in the Tooele County Recorder's Office, to an existing
Fence;
thence North 2°19'27" West 777.305 feet along said fence and the northwesterly line of said
Boundary Line Agreement, to the south line of State Road 112;
Thence South 55°01'59" East 518.77 feet along said south line, to a point of curvature;
thence Southeasterly 864.50 feet along the arc of a 11,519.16-foot radius tangent curve to the left
(center bears North 34°58'01" East and the long chord bears South 57°10'59" East 864.30 feet through a
Central angle of 4°18'00") along said south line to a point of tangency;
Thence South 59°19'59" East 186.52 feet along said south line, to an existing fence;
thence South 2°41'50" East 627.13 feet along said fence, to a rebar and cap set by Donald J.

Rosenberg;
Thence South 0°07'50" West 1,604.36 feet along said fence, to the corner thereof; thence South 89°36'52" West 1,799.59 feet along said fence, to the Quarter Section Line of said
Section 4; thence South 0°08'54" West 536.56 feet along the Quarter Section Line, to the Point of Beginning.
Less and excepting an approximately 5-acre parcel to be deeded to the Corporation of The Church of Jesus Christ of Latter-Day Saints by separate document.

Contains 9,870,997 square feet or 226.61 acres.



Exhibit “B”
Final Plat

Addendum No. 1
Project Specific Items agreed to be completed by the Developer of
The Estates at Twenty Wells PUD.

1- Developer will install a concrete jersey barrier along Gold Dust Circle that leads into the Estates at Twenty Wells PUD from Anderson Ranch closing off access to that area to the best of our ability with that barrier within 60 days of the fully executed and recorded Development Agreement.
2- Developer will work with the Public Works Department of Grantsville City to determine a plan as to the layout for the approximately 27-acre Sports Park that will be constructed in the Twenty Wells PUD and dedicated upon completion to Grantsville City
3- The developer will show progress regarding the Sports Park in each Phase with the goals for each phase as specified below.
    a. Phase 1 fully graded Sports Park and commence construction of the irrigation lines.
    b. Phase 2 completion of the irrigation lines, curb and gutter, commencement of the vertical integration of the buildings.
    c. Phase 3 construction completion of the baseball fields, soccer fields, and pickle ball courts, fencing, lights, and scoreboard.
4- Developer agrees to add the following "Off Site" improvements to our required items for the Twenty Wells PUD:
    a) Design, furnish, construct, commission, and warranty approximately 5,300 linear feet of 12-inch diameter water line with connection to the 16-inch diameter water transmission line located north of the Army Depot northern property line through the Subdivision to State Route 112 in addition to the pressure reducing valves (PRV) and 8-inch to 12-inch diameter distribution water lines based on the City hydraulic water modeling results and the requirements of the City engineers.
    b) Design, furnish, construct, commission, and warranty sanitary sewer line along State Route 112 from Durfee Street to the subdivision. The subdivision will upsize to 15-inch diameter sanitary sewer pipe from the required 10"-inch diameter sanitary sewer pipe.
    c) Design, furnish, construct, commission, and warranty sanitary sewer line from Durfee Street to Main Street along State Route 112 which will be a complete upgrade installation of an 18- inch diameter sanitary sewer line.
    d) Design, furnish, construct, commission, and warranty an extension of Nygreen Street from Saddle Road to the east end of The Estates at Twenty Wells PUD which intersects Parcel # 01-069-0-0083 (Greg Dehaan Owner) of subject property.

5- The developer agrees to have approximately 20 acres of commercial zoning/property along State Route Hwy 112 on the property that is owned by the PUD.
6- The developer, Builder, and all landowners of any of the residential properties being built agree to "not impose or implement a resale fee" of any kind in percentage or dollar amounts on any of the residential units that are built inside the Estates at Twenty Wells PUD. Any HOA's that will be set up and oversee any of the subdivisions inside the Estates at Twenty Wells PUD will be strictly forbidden from imposing such a fee now or anytime in the future on any home and language to that effect will be placed inside the CCR's of each HOA. Grantsville City will verify that the language forbidding the implementation of a resale fee of any kind is present in the bylaws of the CCR's that pertain to that HOA and must be recorded prior to the issuance of the building permit if that residential property falls inside any HOA.
7- Developer will abide by all Variances while building any residential unit and all variances will be guided by the accompanying variance table that follows on the next page.
8- Developer will install a precast 6-foot fence that borders the commercial property and the residences at Anderson Ranch.

Addendum No. 2
(Dispute Resolution)

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

2. **Mediation.**

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

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

Estates at Twenty Wells PUD - Grantsville, UT						
Development Standards						
Proposed Residential Uses	**Estates at Twenty Wells PUD 21,780, 1/2 Acre Lot**	**Estates at Twenty Wells PUD SFD 50-ft Wide Lot (Type 1)**	**Estates at Twenty Wells PUD SFD 50-ft Wide Lot (Type 2)**	**Estates at Twenty Wells PUD SFD 60-ft Wide Lot**	**Estates at Twenty Wells PUD Townhomes (Type 1) (Rear Load Garage)**	**Estates at Twenty Wells PUD Townhomes (Type 2) (Front Load Garage)**
Description	**PUD Requirement**	**PUD Requirement**	**PUD Requirement**	**PUD Requirement**	**PUD Requirement**	**PUD Requirement**
Minimum Lot Size	21,780 SF. (1/2 Ac.)	4,500 SF (50'x90')	7,000 SF.	10,000 SF.	1,600 SF	1,800 SF
Minimum Size Corner Lots		7,000 SF	10,000 SF.	12,000 SF		
Additional Area for Each Additional Dwelling Unit on Lot			6,000 SF.			
Minimum Dwelling Unit SF					1,600 Per Unit of Living Space (22'x50')	1,800 Per Unit of Living Space (28'x50')
Minimum Lot Frontage	70 Feet	50 Feet	60 Feet		22 Feet	28 feet
Minimum Yard Setbacks						
Front Yard	40 Feet	22 Feet	22 Feet	22 Feet	5 Feet from Back of Curb No Driveway	22 Feet For Driveway
Rear Yard						
Main Building	30 Feet	15 Feet	15 Feet	15 Feet	22 Feet for Driveway	15 Feet No Driveway
Accessory Building	1 Foot					
Side Yard						
Main Building	5 (2) / 15 Feet	5 Feet	5 Feet	5 Feet	5 Feet	5 Feet
Accessory Building	1 Foot					
Multi-Unit Building Spacing					10 Feet	10 Feet
Corner Side Yard	2 Front Yards and 2 Side Yards Required	22 Feet Each Side of Street, (If Sight Triangles Allow)	22 Feet Each Side of Street, (If Sight Triangles Allow)	22 Feet Each Side of Street, (If Sight Triangles Allow)	22 Feet Each Side of Street, (If Sight Triangles Allow)	22 Feet Each Side of Street, (If Sight Triangles Allow)
Maximum Building Height						

*** Since this project is a PUD which has previously been approved the underlying zoning does not directly apply. The PUD approval has been made based on a concept drawing which determines where each type of use will be applied . The GLUDMC code that most closely fits the proposed types of uses has been utilized as a basis of comparison to the proposed deviations to the code.**

**** Lots utilizing 5 foot side yard setbacks require the HVAC units to be located in the back of the dwelling.**

AGENDA ITEM # 6

Consideration of the proposed Master Development Agreement for Desert Edge Residential Development, located on Old Lincoln Highway.

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

Permit # 2023136

Desert Edge Master Development Agreement Consideration

Parcel ID(s): 01-115-0-0003, 01-115-0-0019, 16-031-0-0002, 01-040-A-0019, 01-040-A-0020, Part of 01-115-0017 & 01-040-A-0010
Applicant Name: LGI Homes
Request: Consideration of Development Agreement **Prepared By:** Shelby Moore

Meeting Date: August 1st, 2024
Acreage: 118.91
Current Zone: MU
Total Lots: 700

Conclusion:
This Development Agreement has been reviewed by City staff June 14th and staff has worked with the developer to review comments associated with the development.

History:

Spencer Connelly with LGI Homes submitted a draft of the Development Agreement May 31st, 2024 to create a development agreements between Grantsville City and LGI Homes for the residential portion of the development. This development agreement will be in addition to the already established development agreement for the development.

When recorded, return to:

Grantsville City Recorder
429 East Main Street
Grantsville, Utah 84029

GRANTSVILLE CITY
DEVELOPMENT AGREEMENT FOR DESERT EDGE
(RESIDENTIAL) DEVELOPMENT

THIS DEVELOPMENT AGREEMENT (RESIDENTIAL) REGARDING CERTAIN INFRASTRUCTURE (the "**Agreement**") is entered into as of [_____], 2024 ("**Effective Date**") by and between LGI Homes – Utah LLC, a Utah limited liability company (the "**Developer**") and Grantsville City, a Utah municipal corporation, (the "**City**") (collectively, the "Parties").

RECITALS

A. Developer owns approximately one hundred twenty (120) acres of Residential Property located in the City, (the "**Residential Property**"), which Residential Property is more particularly shown on **Exhibit A**.

B. Developer desires to subdivide and develop the Residential Property into seven hundred (700) residential lots/living units to comprise a residential community known as Desert Edge together with all necessary infrastructure improvements (the "**Desert Edge Residential Subdivision**").

C. The Parties desire to enter into this Agreement to set forth certain rights and obligations with respect to development and use of the proposed Desert Edge Residential Subdivision.

D. This Agreement shall constitute a "development agreement" under Utah Code 10-9a-103; provided, however, the Parties intend to amend this Agreement in connection with Buyer's application for review and approval by the City of Final Plat Infrastructure Design and Engineering Drawings and a final plat of the Desert Edge Residential Subdivision (the "**Final Plat**") with respect to the proposed Desert Edge Residential Subdivision to set forth additional infrastructure requirements not inconsistent with the provisions herein and in compliance with all applicable law.

E. The Residential Property is subject to that certain Master Development Agreement for Desert Edge Development dated November 29, 2021 (the "Master Development Agreement"), which governs development of the Residential Property and the commercial properties within the overall Desert Edge master planned community. This Agreement is in addition to the Master Development Agreement (which is not amended, modified, or terminated hereby and shall

remain in effect) and solely with respect to development of the Residential Property; provided, however, in the event of any conflict between the provisions of this Agreement and the Master development Agreement, the Parties agree that the terms of this Agreement shall be controlling.

NOW, THEREFORE, in consideration of the foregoing recitals and the covenants hereinafter set forth, the sufficiency of which the Parties hereby acknowledge, the Parties agree as follows:

1. **Certain Water Lines**.

a. Developer agrees to install a twelve (12)-inch culinary water line in Spencer Street (to be set forth on the Final Plat) in the location shown on **Exhibit B** hereto. Such line is intended to serve the Desert Edge Residential Subdivision and in addition the Wal-Mart distribution center located across SR-138 at 929 UT-138, Grantsville, UT 84029.

b. Developer agrees to install a twelve (12)-inch culinary water line in SR-138 in the location shown on **Exhibit C** hereto. Concurrently with review and approval of the Final Plat, Developer and the City shall enter into a pioneering agreement regarding the Developer's installation of the culinary water line in SR-138 described in this subsection pursuant to which the City shall agree to reimburse one or more of the residential Desert Edge Public Infrastructure District(s) to the extent such district(s) fund the SR-138 culinary water line, or Developer in the event such district(s) are prohibited from funding such SR-138 culinary water line, an amount equal to 50% of the actual costs incurred by Developer (as demonstrated by consultant/contractor invoices) to cause the design and construction/installation of such culinary water line in SR-138, to be collected by the City from other owners/properties that benefit from or will utilize such SR-138 water line, incurred by Developer to cause such SR-138 water line to be designed and installed.

c. Developer shall cause to be constructed one 12-inch tee with three (3) 12-inch Butterfly valves at Centennial Way and SR-138; these costs are to be 100% reimbursed.

2. **Parcel C**. The Parties agree that Parcel C (as shown on the preliminary plat of the Desert Edge Residential Subdivision) shall be redesigned to comprise a future road, together with curb, gutter, asphalt, and sidewalk improvements, to align with the existing Silver Fox Drive located adjacent to Parcel C (collectively, the "**Road**") as shown in **Exhibit D**. Buyer shall submit revised drawings and documents for Parcel C consistent with the foregoing for review by the City and such submittal and review shall not count toward the maximum number of review processes for the proposed drawings and documents for the Desert Edge Residential Subdivision. The acreage of former Parcel C as the Road shall count toward satisfaction of the minimum open and park space requirements for the Desert Edge Residential Subdivision.

3. **Lots Sanitary Sewer**. The City hereby reserves and allocates exclusively to the residential lots in the Desert Edge Residential Subdivision and the park referenced below a total number of sanitary sewer connections equal to the number of lots within the Desert Edge Residential Subdivision. City acknowledges that the preliminary plat is for 700 lots and the number of approved lots pursuant to the

final plat is anticipated to be seven hundred lots. The City shall reserve (700) sanitary sewer connections for sanitary sewer service through the existing sanitary sewer lines as shown on **Exhibit E** hereto (through the NW interceptor and NW lift station as shown on **Exhibit E**) such that no off-site sanitary sewer lines or improvements shall be required to serve the Desert Edge Residential Subdivision or any portion thereof. To obtain any such sewer connections, Developer shall pay the then-required connection fee therefore in accordance with the City's generally applicable sanitary sewer connections fee schedule.

4. **Park & Trail.** Developer shall design and cause to be constructed a park within the Desert Edge Residential Subdivision. The park shall be approximately five acres and as shown on **Exhibit F** hereto. In addition, Developer shall design and cause to be constructed an asphalt walking trail along the east side of the Residential Property. The park and improvements therein and entire walking trail shall be conveyed and dedicated to and accepted by the City for ongoing maintenance. The park shall include the following amenities as shown on **Exhibit F**:

a. Farm-theme playground equipment;
b. Pavilion;
c. Picnic tables;
d. Walking trail around park (8' asphalt);
e. Horseshoe pits; and
f. Basketball court.

Construction of the park shall commence at 70% of the build out permit of Phase 1 (i.e., after the 105th building permit for residential homes in Phase 1 is issued). Construction of the Park shall be completed by 100% of the build-out of Phase 1, subject to reasonable force majeure delays.

5. **Park Restroom.** Developer shall design and cause to be constructed a restroom, comprising approximately 800 square feet, within the park referenced above. Such restroom shall be located within Phase 4 of the Desert Edge Residential Subdivision. The restroom will be constructed during the construction of Phase 4, when water and sewer infrastructure for Phase 4 is installed. The City shall reserve a sufficient number of sewer connections for the park restroom for sanitary sewer service through the existing sanitary sewer lines as shown on **Exhibit E** hereto (through the NW interceptor and NW lift station as shown on **Exhibit E**) such that no off-site sanitary sewer lines or improvements shall be required to serve the park restroom. To obtain any such sewer connection(s), Developer shall pay the then-required connection fee(s) therefore in accordance with the City's generally applicable sanitary sewer connections fee schedule.

6. **Miscellaneous**.

a. Incorporation of Recitals, Exhibits. The above Recitals and attached Exhibit are hereby incorporated into this Agreement.

b. Integration. This Agreement constitutes the entire understanding and agreement between the Parties, and supersedes any previous agreement, representation, or understanding between the Parties relating to the subject matter hereof.

c. Severability. If any provision of this Agreement or the application of any provision of this Agreement to a particular situation is held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions of this Agreement shall remain and continue in full force and effect.

d. No Waiver. Failure of any Party to exercise any right hereunder or with respect hereto shall not be deemed a waiver of any such right and shall not affect the right.

e. Governing Law. This Agreement shall be interpreted, construed, and enforced according to the laws of the State of Utah. Any action to enforce this Agreement shall be brought only in the Third District Court for the State of Utah and the Parties consent to the exclusive jurisdiction of such court.

f. Further Documentation. This Agreement is entered into by both Parties with the recognition and anticipation that subsequent agreements for the development of the Residential Property and for implementing and carrying out the provisions of this Agreement may be necessary. The Parties agree to negotiate in good faith with respect to all such future agreements.

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

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

i. Authority. The Parties to this Agreement each warrant that they have all of the necessary authority to execute this Agreement. Specifically, on behalf of the City, the signature of the Mayor of the City is affixed to this Agreement lawfully binding the City.

j. Running with the Land. This Agreement shall constitute covenants running with, binding on and for the benefit of the Residential Property and shall be recorded in the chain of title for the Residential Property in the real Residential Property records of Tooele County, Utah.

k. Assignment. Developer may assign its rights under this Agreement, in whole or in part, to any subsequent owners of the Residential Property or any portion thereof.

[*Signatures and Acknowledgments Follow*]

IN WITNESS WHEREOF, this Agreement has been executed by the Developer, by persons duly authorized to execute the same, and by Grantsville City, as of _____, 2024.

CITY

GRANSTVILLE CITY

_____
Neil A. Critchlow
Title: Mayor

ATTEST:

_____
By: _____
Title: City Clerk

Approved as to form and legality:

_____
City Attorney

CITY ACKNOWLEDGMENT

STATE OF UTAH)
:ss.
COUNTY OF TOOELE)

On the _____ day of _____, 2024, personally appeared before me Neil A. Critchlow who being by me duly sworn, did say that he is the Mayor of Grantsville City, a political subdivision of the State of Utah, and that said instrument was signed in behalf of the City by authority of its City Council and said Neil A. Critchlow acknowledged to me that the City executed the same.

_____
NOTARY PUBLIC

DEVELOPER

LGI Homes – Utah LLC,
a Utah limited liability company

_____
By: _____
Title: _____

DEVELOPER ACKNOWLEDGMENT

STATE OF UTAH)
:ss.
COUNTY OF _____)

On the _____ day of _____, 2024, personally appeared before me _____, who being by me duly sworn, did say that he/she is the _____ of LGI Homes – Utah LLC, a Utah limited liability company, and that the foregoing instrument was duly authorized by the company at a lawful meeting held by authority of its operating agreement and signed in behalf of said company.

_____
NOTARY PUBLIC

EXHIBIT A

The Residential Property

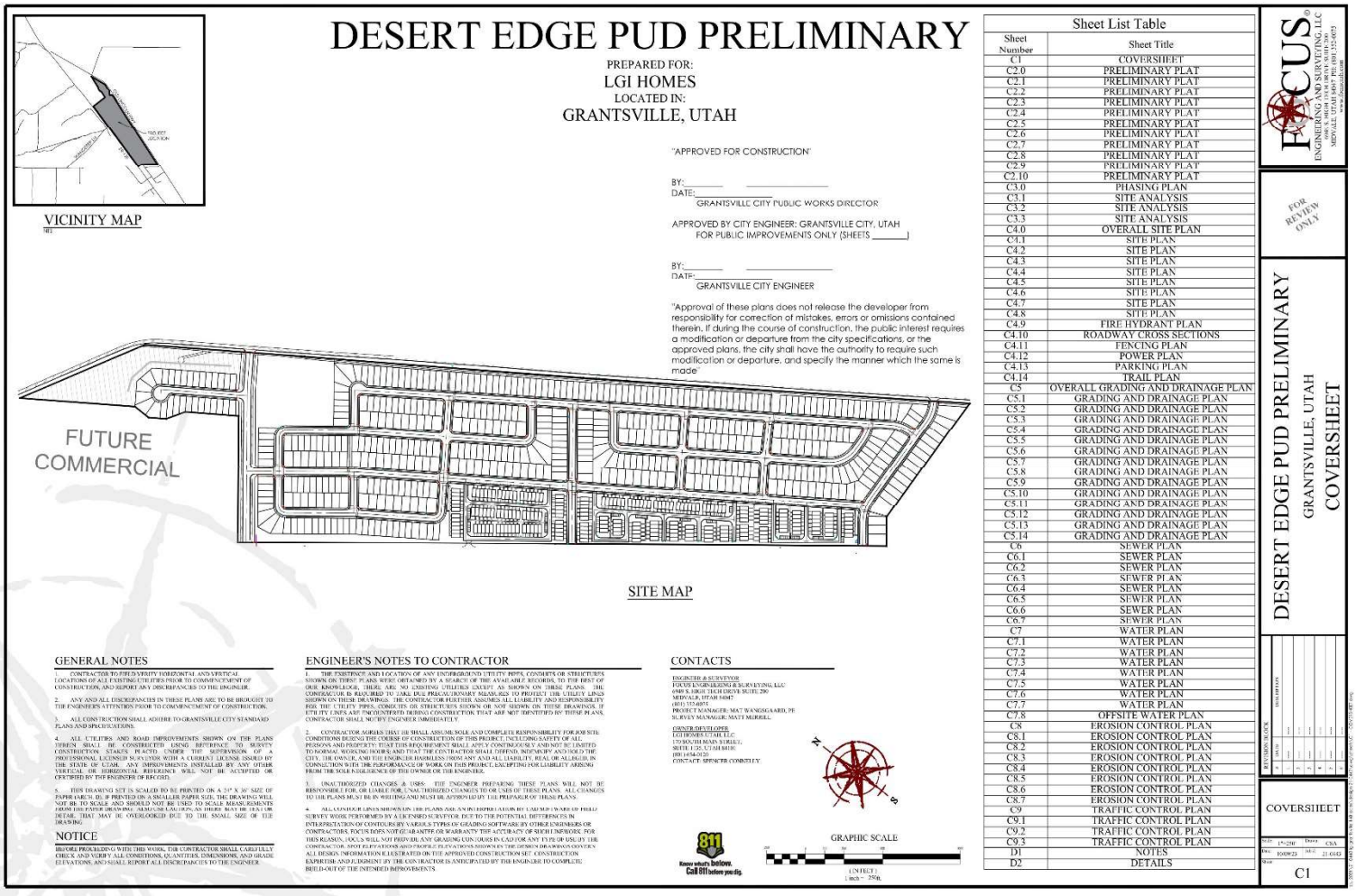


EXHIBIT B

Spencer Street (12)-inch Culinary Water Line Location

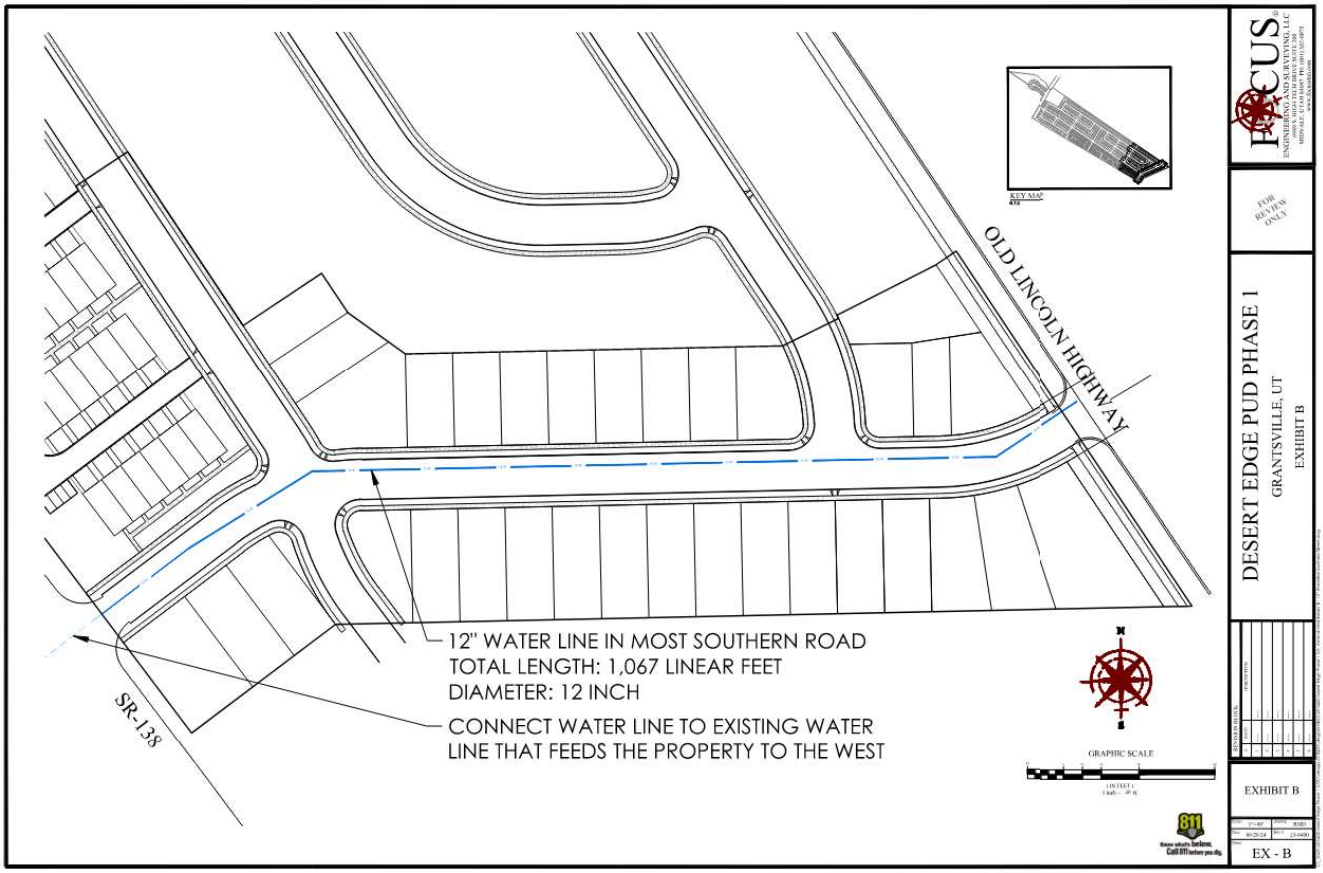


EXHIBIT C

SR-138 (12)-inch Culinary Water Line Location

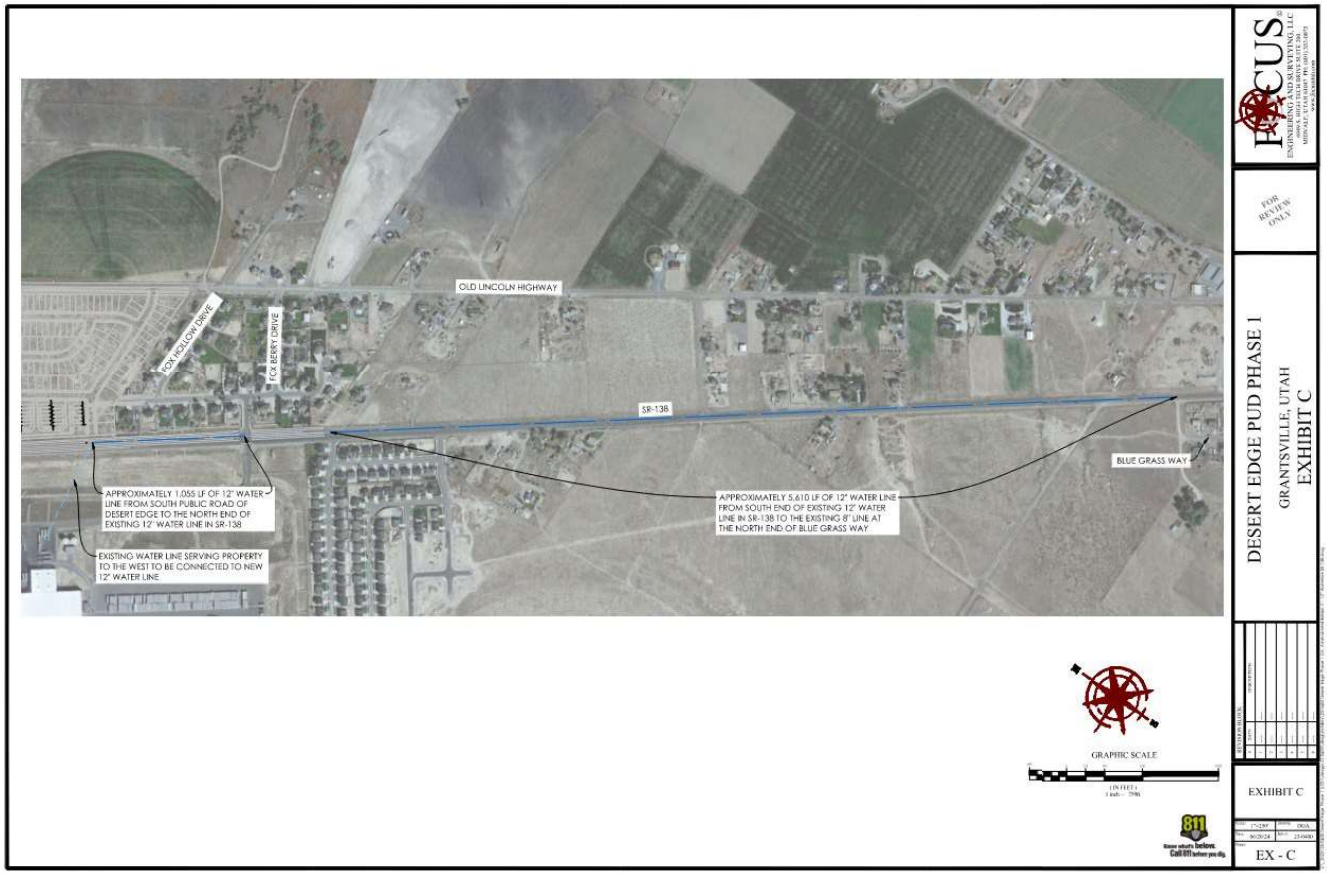
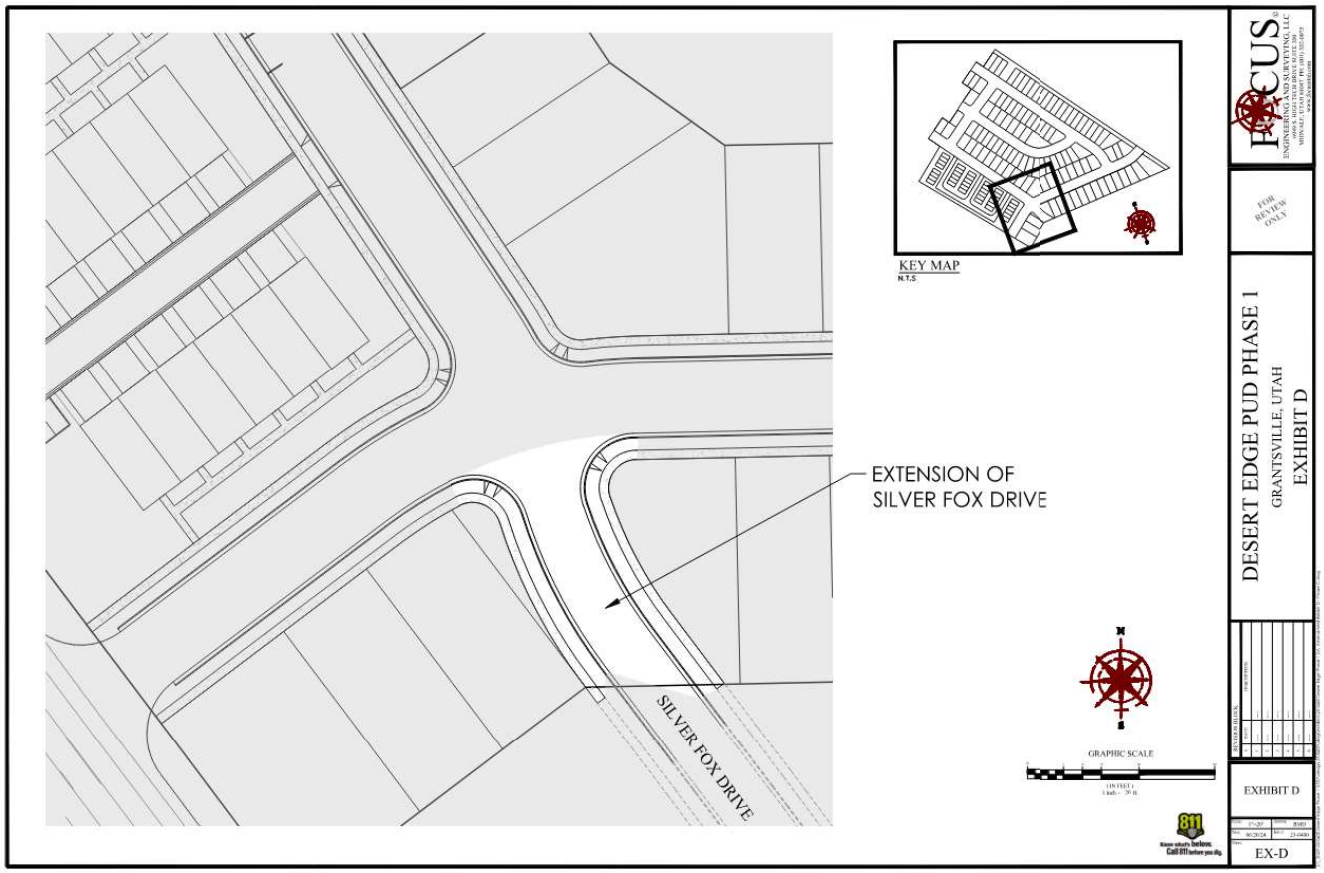
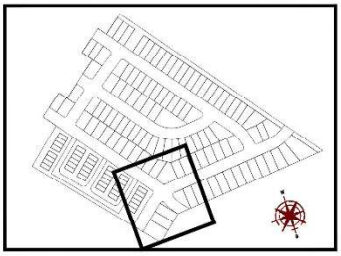


EXHIBIT D

Parcel C


KEY MAP
N.T.S
EXTENSION OF
SILVER FOX DRIVE
SILVER FOX DRIVE
GRAPHIC SCALE
FOCUS
FOR REVIEW ONLY
DESERT EDGE PUD PHASE 1
GRANTSVILLE, UTAH
EXHIBIT D
EXHIBIT D
EX-D





KEY MAP
N.T.S

N

S

GRAPHIC SCALE

(IN FEET)
1 inch = 20 ft.

811
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FOCUS
ENGINEERING AND SURVEYING, LLC
6949 S. HIGH TECH DRIVE SUITE 200
MIDVALE, UTAH 84047 PH: (801) 352-0075
www.focusutah.com

FOR REVIEW ONLY

DESERT EDGE PUD PHASE 1

GRANTSVILLE, UTAH

EXHIBIT C

REVISION SCHEDULE

#	DATE	DESCRIPTION
1	---	---
2	---	---
3	---	---
4	---	---
5	---	---
6	---	---

EXHIBIT C

Scale: 1"=20' | Drawn: BMD
Date: 05/23/25 | Job #: 23-0706
Sheet: EX-C

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Exhibit E

Existing Sanitary Sewer Line Locations

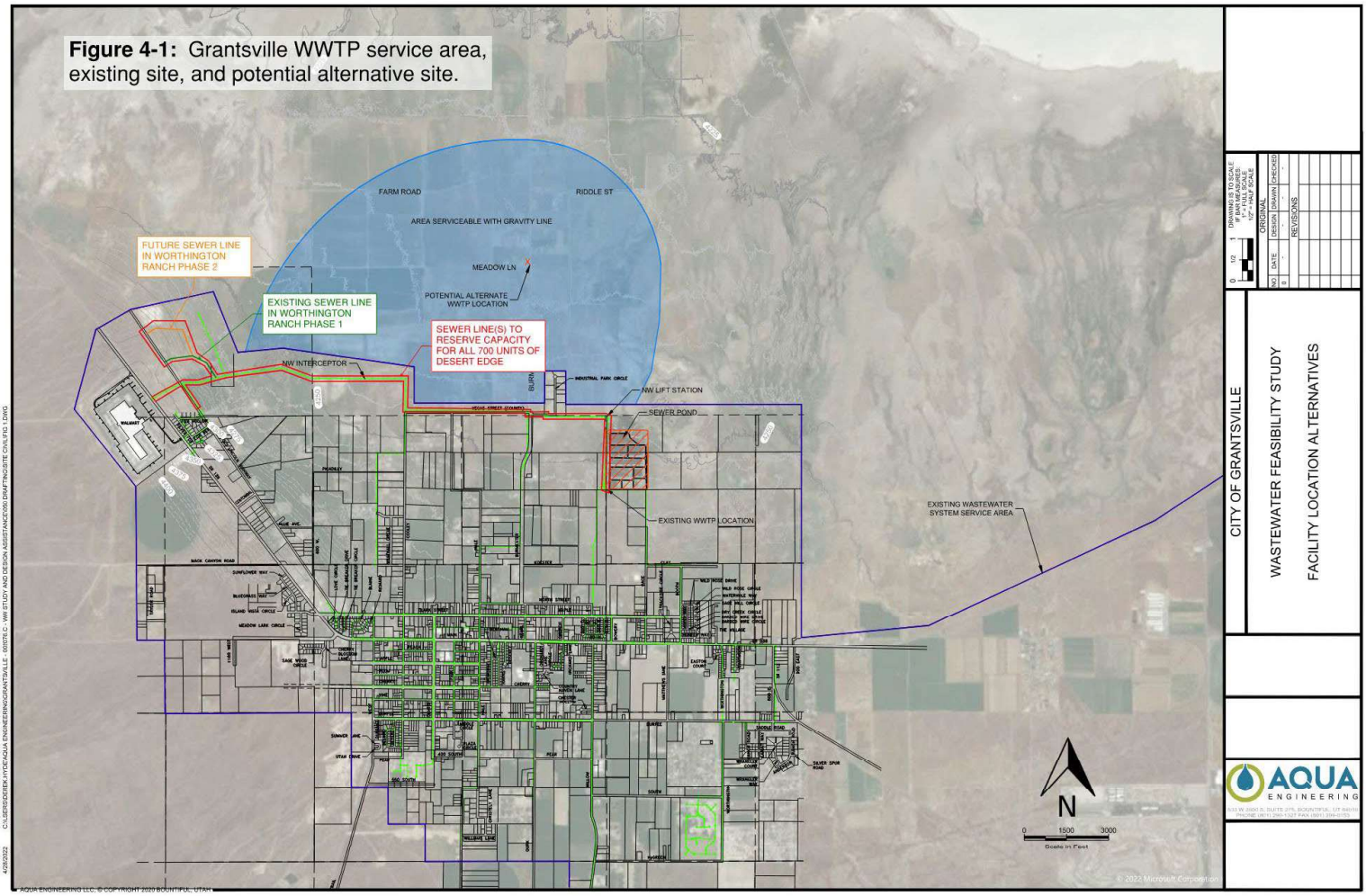


Exhibit F
Park



WALKING TRAIL



PLAYGROUND INSPIRATION



PLAYGROUND INSPIRATION



SWINGSET



*CONSTRUCTION OF THE PARK SHALL COMMENCE AT 70% OF THE BUILD OUT PERMIT OF PHASE 1 I.E., AFTER THE 105TH BUILDING PERMIT OF PHASE 1 IS APPROVED. CONSTRUCTION OF THE PARK SHALL BE COMPLETED BY 70% OF THE BUILD OUT OF PHASE 2.



BASKETBALL COURTS



PAVILLION



HORSESHOE PITS

PARK AMENITY LEGEND

SYMBOL	DESCRIPTION
1	FARM THEME PLAYGROUND EQUIPMENT
2	PAVILION WITH PICNIC TABLES
3	8' ASPHALT TRAIL
4	HORSHOE PITS
5	BASKETBALL COURTS



GRAPHIC SCALE



(IN FEET)
1 inch = 30 ft.

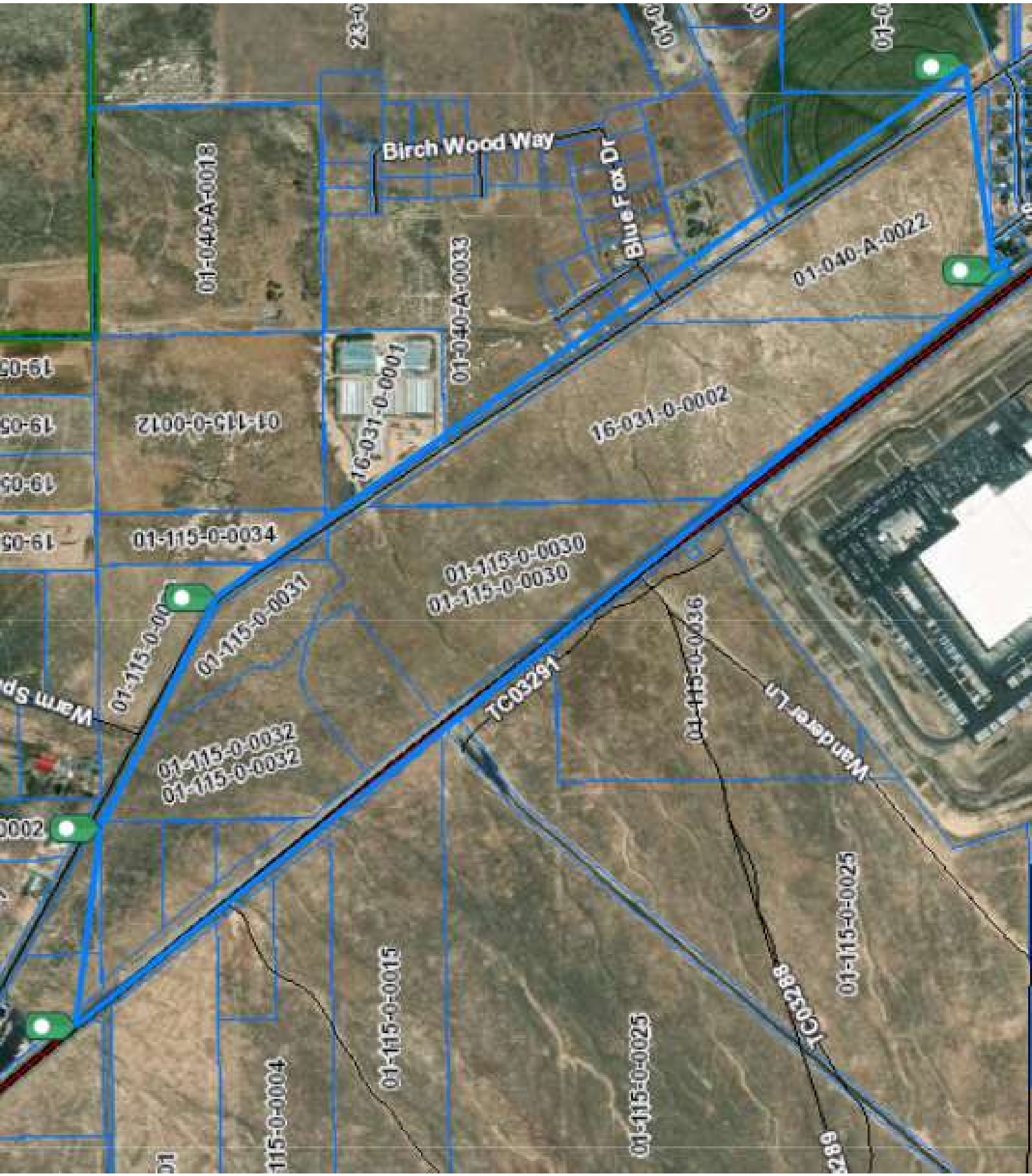
DESERT EDGE PARK- exhibit

GRANTSVILLE CITY
6/24/2024
23-0400

PLANNING STAFF ANALYSIS

Staff recommends modification of the Development Agreement with the following conditions (in addition to those listed above by Planning Commission, changes made in the amendment of the Development Agreement, and as stated in the Staff Report):

1. The Development Agreement must be approved prior to the approval of phase 1 final plat.
2. Fully functional restrooms are to be installed within the park and constructed during the construction of phase 4 sewer and water infrastructure is installation.

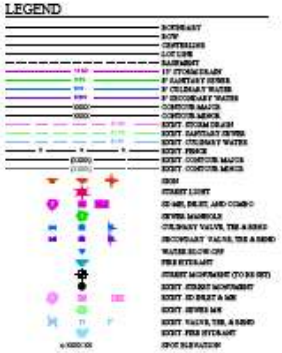

Birch Wood Way
Blue Fox Dr
01-040-A-0018
01-040-A-0033
01-040-A-0022
16-031-0-0001
16-031-0-0002
01-115-0-0012
01-115-0-0034
01-115-0-0030
01-115-0-0030
01-115-0-0031
01-115-0-00
01-115-0-0036
TC03281
Wandaree Ln
01-115-0-0032
01-115-0-0032
01-115-0-0025
01-115-0-0015
TC03288
01-115-0-0025
115-0-0004

NOTES:

1. TEMPORARY PONDS ARE TO BE CONSTRUCTED BETWEEN PHASES TO CONTROL RUNOFF UNTIL THE RETENTION POND IN PARCEL A IS CONSTRUCTED.
2. TEMPORARY ACCESS ROADS ARE TO BE CREATED AS NECESSARY THROUGHOUT PHASED CONSTRUCTION.
3. PHASING SHOWN IS FOR PLANNING PURPOSES ONLY, FINAL PHASING MAY CHANGE DEPENDING ON MARKET CONDITIONS.

PHASE	LOTS	AREA (SF)	AREA (AC)
1	139	1015543.20	23.31
2	150	1037520.05	23.82
3	149	887896.08	20.38
4	129	1510506.67	34.68
5	133	747090.92	17.15

LEGEND



GRAPHIC SCALE

(IN FEET)
1 inch = 200ft.

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

FOR REVIEW ONLY

DESERT EDGE PUD PRELIMINARY
GRANTSVILLE, UTAH
PHASING PLAN

REVISION BLOCK		
#	DATE	DESCRIPTION
1		
2		
3		
4		
5		
6		

PHASING PLAN

SCALE:	1"=200'	DRAWN:	CSA
DATE:	10/09/23	JOB #:	22-0443
SHEET:	C3.0		

GENERAL PROPERTY INFO

TOTAL ACREAGE	±148.7 ACRES
RESIDENTIAL ACREAGE	118.9 ACRES
COMMERCIAL ACREAGE	29.8 ACRES

LEGEND

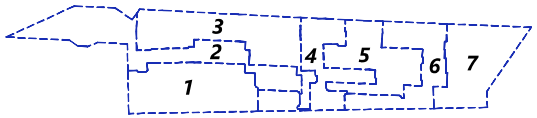
50' LOTS	148
40' LOTS	358
TOWNHOME UNITS	194
OPEN SPACE	15.9 ACRES (13.4%)
RETENTION AREA	5.3 ACRES
COMMERCIAL AREA	29.8 ACRES

CITY STANDARDS

LOCAL STREET R.O.W. WIDTH	66'
ARTERIAL R.O.W. WIDTH	108'
CUL-DE-SAC & KNUCKLE RADIUS	60'
REQD. OPEN SPACE	10% OF TOTAL ACREAGE

	Townhomes	40' Lots	50' Lots	Total
Phase 1	12	54	36	102
Phase 2	17	61	22	100
Phase 3	11	83	10	104
Phase 4	52	38	10	100
Phase 5	29	45	25	99
Phase 6	49	40	11	100
Phase 7	24	37	34	95
Total	194	358	148	700

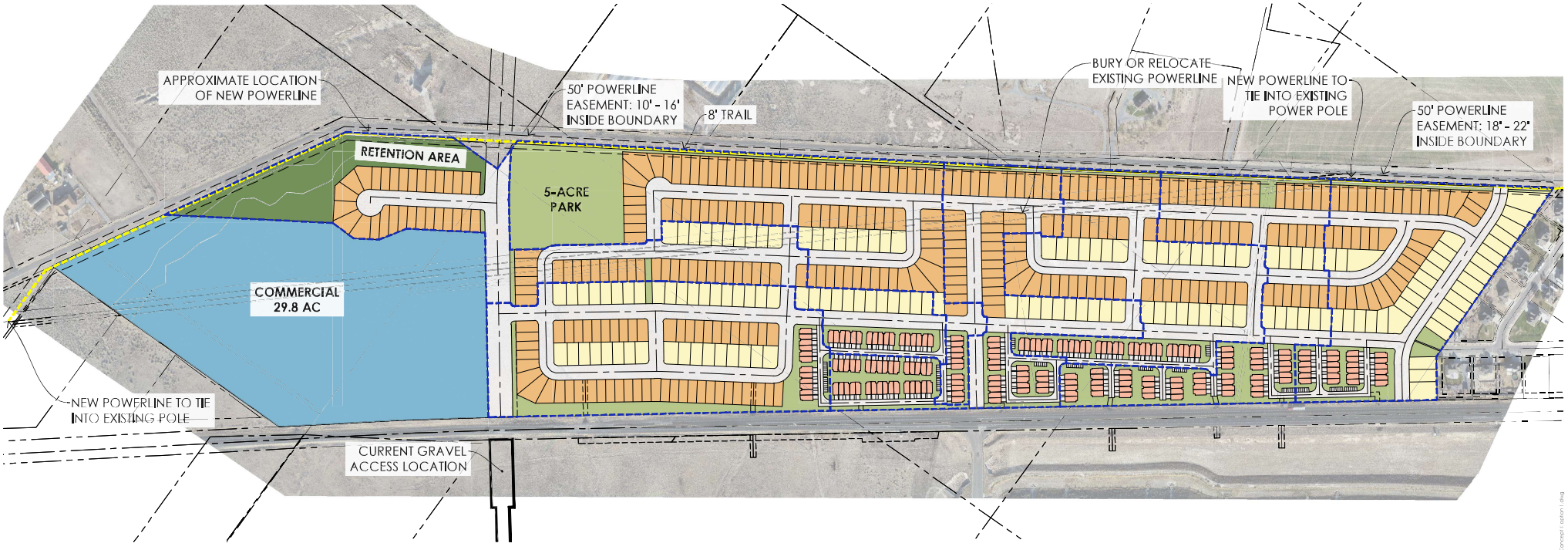
PHASING PLAN



Note: The retention area located in phase 2 will be built during phase 1. Phases 1 & 2 will be built to allow time for relocation of power pole along Old Lincoln Highway, at which point phases 3 & 4 will be able to be built.

GRAPHIC SCALE

(IN FEET)
1 inch = 200ft.



DESERT EDGE *concept K option 1*

GRANTSVILLE CITY, TOOELE COUNTY
10/27/2022
21-0443

FOCUS ENGINEERING AND SURVEYING, LLC

HADCO® CONSTRUCTION
EST. 1989

1850 N 1450 W P.O. BOX 437
Lehi, UT 84043

office 801-766-7611
fax 801-766-7604

To:	LGI Homes	**Contact:**	Michael House
Address:	2150 S. 1300 E. Ste. 500	**Phone:**	
	Salt Lake City, UT	**Fax:**	
Project Name:	Desert Edge Budgetary Waterlines	**Bid Number:**	
Project Location:	Grantsville, UT	**Bid Date:**	2/15/2024

HADCO CONSTRUCTION CORDIALLY OFFERS THE FOLLOWING PROPOSAL.

PROPOSAL IS BUDGETARY AND CONTINGENT UPON REVIEW OF FINAL PLANS AND GEOTECHNICAL REPORT

ALL MATERIALS PRICING SUBJECT TO CHANGE BASED ON START DATES

ESCALATION CLAUSE FOR PVC, HDPE, ADS: Due to the volatile nature of the raw materials, energy and transportation markets as related to the production and delivery of these products we cannot get firm and guaranteed prices for the materials from our suppliers. It will be our aim to maintain the quoted pricing above, but we reserve the right to adjust the prices based on the price given at the time of shipment of the material.

Line #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
4 - CULINARY WATER					
100	Offsite 12" PVC Culinary Water W/ Fittings - Included 10 Fittings	1,100.00	LF	$105.00	$115,500.00
105	12" Gate Valve - Included 5 Additional Gate Valves	5.00	EACH	$5,500.00	$27,500.00
110	Select Imported Backfill Water	580.00	TON	$18.35	$10,643.00
115	Asphalt Sawcut, Remove & Replace	5,500.00	SF	$11.65	$64,075.00
120	Haul Excess Soils	750.00	CY	$15.15	$11,362.50
		Total Price for above 4 - CULINARY WATER Items:			**$229,080.50**

Total Bid Price: $229,080.50

4 - CULINARY WATER					
155	Offsite 12" PVC Culinary Water W/ Fittings - Included 20 Fittings	6,400.00	LF	$95.00	$608,000.00
160	12" Gate Valve - Included 5 Additional Gate Valves	10.00	EACH	$5,375.00	$53,750.00
165	PRV Vault	1.00	EACH	$41,750.00	$41,750.00
170	Select Imported Backfill Water	3,365.00	TON	$18.30	$61,579.50
175	Haul Excess Soils	4,275.00	CY	$15.15	$64,766.25
180	Traffic Control	50.00	EACH	$1,150.00	$57,500.00
185	Asphalt Sawcut, Remove & Replace	45,000.00	SF	$11.65	$524,250.00
		Total Price for above 4 - CULINARY WATER Items:			**$1,411,595.75**

SR 138 Water line

Builder	Units	Percentage
LGI Homes	700	25%
Updwell/Guy Haskell	1,850	66%
Other	250	9%
Total	2,800	

Builder	Units
SJ Company	7,000
Broken Arrow	500
Vue	500

UBA	100	20%
LGI	160	32%
LLP/UBA	240	48%
	500	100%