



August 15, 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 15, 2024 at 429 East Main Street, Grantsville, UT 84029. The agenda is as follows:

ROLL CALL

PLEDGE OF ALLEGIANCE

AGENDA

1. 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.
2. Consideration 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.
3. Consideration of the proposed Preliminary plat for the Northstar Ranch subdivision Phase 10, located on the Mormon Trail.
4. Consideration of the proposed Master Development Agreement for The Estates at Twenty Wells PUD, located on SR112.
5. Discussion of the proposed amendment to the Grantsville City Land Use and Management Code Chapter 15 (Residential and Multiple Residential Districts) to modify the language.
6. Discussion of the proposed amendment to the Grantsville City Land Use and Management Code Chapter 12 (Planned Unit Development) to modify the language.
7. Discussion of the proposed amendment to the Grantsville City Land Use and Management Code Chapter 19a (Multi Use) to modify the language.
8. Report from Zoning Administrator.
9. Open Forum for Planning Commissioners.
10. Report from City Council.
11. Adjourn.

Shelby Moore
Zoning Administrator
Grantsville City Community & Economic Development

Join Zoom Meeting

<https://us02web.zoom.us/j/83796082793>

Meeting ID: 837 9608 2793

In compliance with the Americans with Disability Act, Grantsville City will accommodate reasonable requests to assist persons with disabilities to participate in meetings. Requests for assistance may be made by calling City Hall (435) 884-3411 at least 3 days in advance of a meeting.

AGENDA ITEM # 1

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.



Other Application

Date: 07/11/2024

Applicant / Owner

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

Location Information

Permit Type:	Other	Development:	North Hale Street
Site Address:		# of Acres:	Rentals 1.10
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
Name

07/11/2024
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 17th, 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: The applicant is requesting approval in this Conditional Use of the RM-7 Zoning District for ~~On-site~~ Multi-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 GLUDMC for parking, open space, unit size, and setbacks.

Chgt "hwt vj gt "kpxgukl cvkqp "k'y cu'f gvto kpgf "vj cv'vj g'lpvprvkpu"qh'vj g"Ej kngl kg"Uwdf kxkukqp" y cu'vq"j cxg"5"qpg"cetg"iqv"cpf "qpg"408"cetg'r cuwtg0Vj ku'y cu'ur gekkcm{ "uk gf "vj ku'y c{ "vo" cmqy "vj g'cr r rdecpv"q'r wtej cug"5"ktki cvkqp"uj ctgu"htqo "vj g"Ktki cvkqp"Eqo r cp{.

It is at the Planning Commission discretion to determine if the applicant can proceed with the fourplexes application on North Hale St.



Shelby Moore <smoore@grantsvilleut.gov>

268 Hale Street Multi-Family Housing (Lot 2 Chiekezie Minor Subdivision)

3 messages

Shay Stark <>

Tue, Aug 6, 2024 at 9:55 AM

To: Shelby Moore <smoore@grantsvilleut.gov>

Cc: Jaina Bassett <jbassett@grantsvilleut.gov>, Robert Rousselle <>

Shelby,

I have done a little research since last Thursday night's (August 1st) Planning Commission Meeting concerning the proposed Hale Street multi-family housing project that has been submitted as a conditional use permit. There are two major issues that came to light in the meeting which I am trying to better understand. I think the following information will be helpful for Planning Commission to have in their consideration.

The first question that I want to better understand is the intent of the original approval of the subdivision. The subdivision application was submitted in early 2018. It was submitted as a minor subdivision. The city realized that the property was a lot in the Hawker Minor Subdivision. Because the property had already been divided as a minor subdivision the applicant was sent to City Council to determine if they would be allowed to use the minor subdivision process a second time. The project, called the Chiekezie Minor Subdivision then went through Planning Commission and City Council to an ultimate approval. As a minor subdivision the project was not required to improve existing utilities or make any surface improvements on Hale Street. It is important to understand the intent of the subdivision application because regardless of the underlying zoning the use of the minor subdivision and not requiring improvements to utilities or Hale Street seems to imply that the proposed subdivision was determined to have minimal impact of public facilities.

As noted in the June 6, 2018 City Council Concept discussion the applicant desired three one acre lots and a 2.16 acre pasture. They specifically sized the project this way to allow them to purchase three shares of water from the irrigation company to cover the residential lots. When the application went through Planning Commission (October 11, 2018) the applicant stated that they were intending to divide the property into four family lots. As the application moved to City Council (November 7, 2018) the applicant stated that they purchased the property with the intention to build homes for he and his wife and their children. A second time in the meeting he reiterated that the property would be split into four lots so his kids could build on the property. The City Council approved the subdivision on November 7, 2018. It is clear that they made the unusual decision to allow the approval of this project as a minor subdivision, after the property had previously been divided through the minor subdivision process, with the understanding that there would only be four homes built on the property. While this was not a major point of discussion it had to be important in the decision because the Minor Subdivision ordinance found in GLUDMC Chapter 21.3 Minor Subdivisions and Lot Line Adjustments (2018 version attached), requires that adequate utilities must be in place before they could build. But the Chiekezie Minor Subdivision was not required to upgrade the utilities.

A few months later when the Hale Place Subdivision was approved in 2019 the subdivision approval required the construction of a new 8" diameter water line from North Street to the end of the project as Hale Street was served by a 4" diameter water line. This section of water line restricts the flow on the street limiting the number of homes that can be served. It would also mean that fire flow is very restricted. It is unknown to me if the 8" line required for the Hale Place Subdivision has been installed as it does not look like the Hale Place Subdivision property has been improved. Nor am I aware how far the 4" water line extends to the north and what size the line is in front of the Chiekezie Minor Subdivision.

The Vegas Street Subdivision located at the southwest corner of Hale Street and Vegas Street ran into the same problem that the water line in Hale Street was inadequate to serve the proposed subdivision and ended up running the water line from a location just north of Cooley and Picadilly Street to get adequate water service for their subdivision.

The water system is not the only limiting factor. The Minor Subdivision ordinance in place at the time the Chiekezie Subdivision was considered required that the street be improved with a minimum pavement width of 24 feet. This also did not occur and it is my understanding that the existing pavement width does not meet this minimum standard. Per the definition for a private street found in GLUDMC Chapter 2 (2018 version attached) only allows for access on the minimally improved private street for two dwelling units. There are two lots in back with two dwelling units. If this project were intended for more than one dwelling unit per lot the street serving the back (east) lots would have been required to be improved as a full size street. From the discussion in public meetings coupled with the lack of required improvements to utilities and surface improvements it seems obvious that the intent of the approval of the Chiekezie Minor Subdivision was only one dwelling on each lot for a total of four dwelling units.

This leads to my second concern, adequate public services and infrastructure. Hale Street has had very little improvement over the years. It is very likely that a portion of the water line is inadequately sized to serve the proposed project and provide fire flow to the area. The water line is a terminal dead end line that may also impact flows especially in a fire flow situation. Many of the properties on Hale Street are served by private wells.

Hale Street does not meet the City required minimum pavement width which limits the ability to carry traffic flow. The street is not improved with curb, gutter and sidewalk which is important in areas with multi-family housing as there may be an increased amount of pedestrian traffic. This conditional use application has not fully considered the impacts to public services and infrastructure. Because the only application submitted is a conditional use application, sewer and water modeling have not been required nor has a traffic study or any engineering to determine stormwater needs been included. The standards found in 7.8 of the Conditional Use process have not been addressed and it is clear that the application has not considered the adequacy of the existing public services and infrastructure as required in Item K. Additional study and engineering needs to occur to determine what infrastructure improvements are necessary to adequately serve this property.

The request to utilize Lot #2 of the Chiekezie Minor Subdivision as a seven unit multi-family residence has come forward as a conditional use permit which while it may meet the underlying zoning was not the intended use of the property when the subdivision was approved. Considering the original intent of the approval for the Chiekezie Minor Subdivision and the inadequacy of existing public service and infrastructure, the current proposal for a multi-family use in this location at this time does not seem appropriate. The Planning Commission and City Council need to be made aware of this information as they make their consideration.

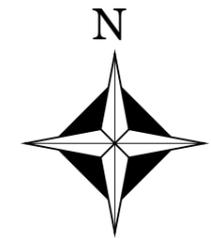
Thanks,

SHAY STARK – PLANNER/DESIGNER

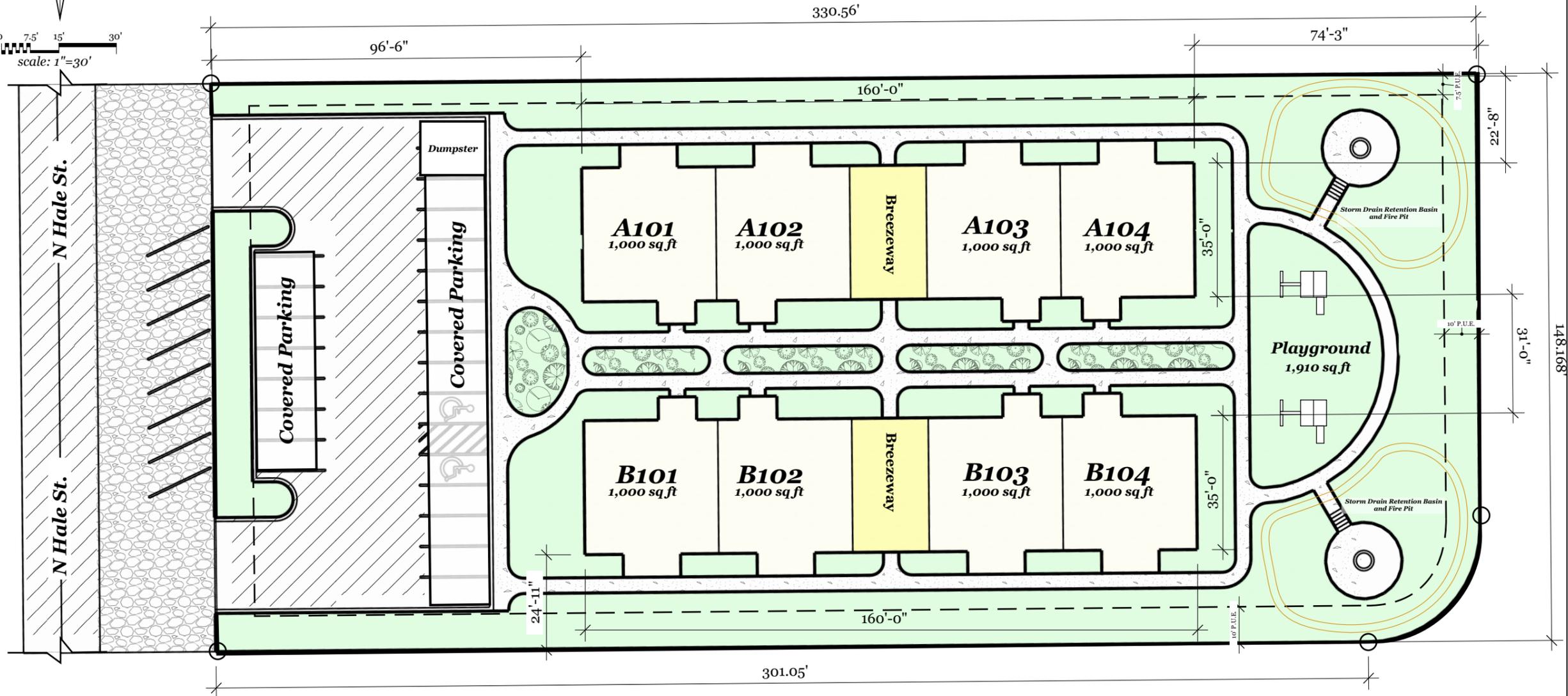
AQUA ENGINEERING



N Hale Street Rentals



00 7.5' 15' 30'
scale: 1"=30'



Property Description:

LOT 2, CHIEKEZIE MINOR SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE OFFICE OF THE TOOELE COUNTY RECORDER, 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	REMARKS
MM/DD/YY	
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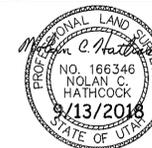
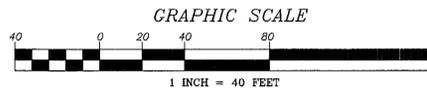


Site Plan
N Hale Street Rentals
268 N Hale St
Grantsville, UT, 84029

July 11, 2024

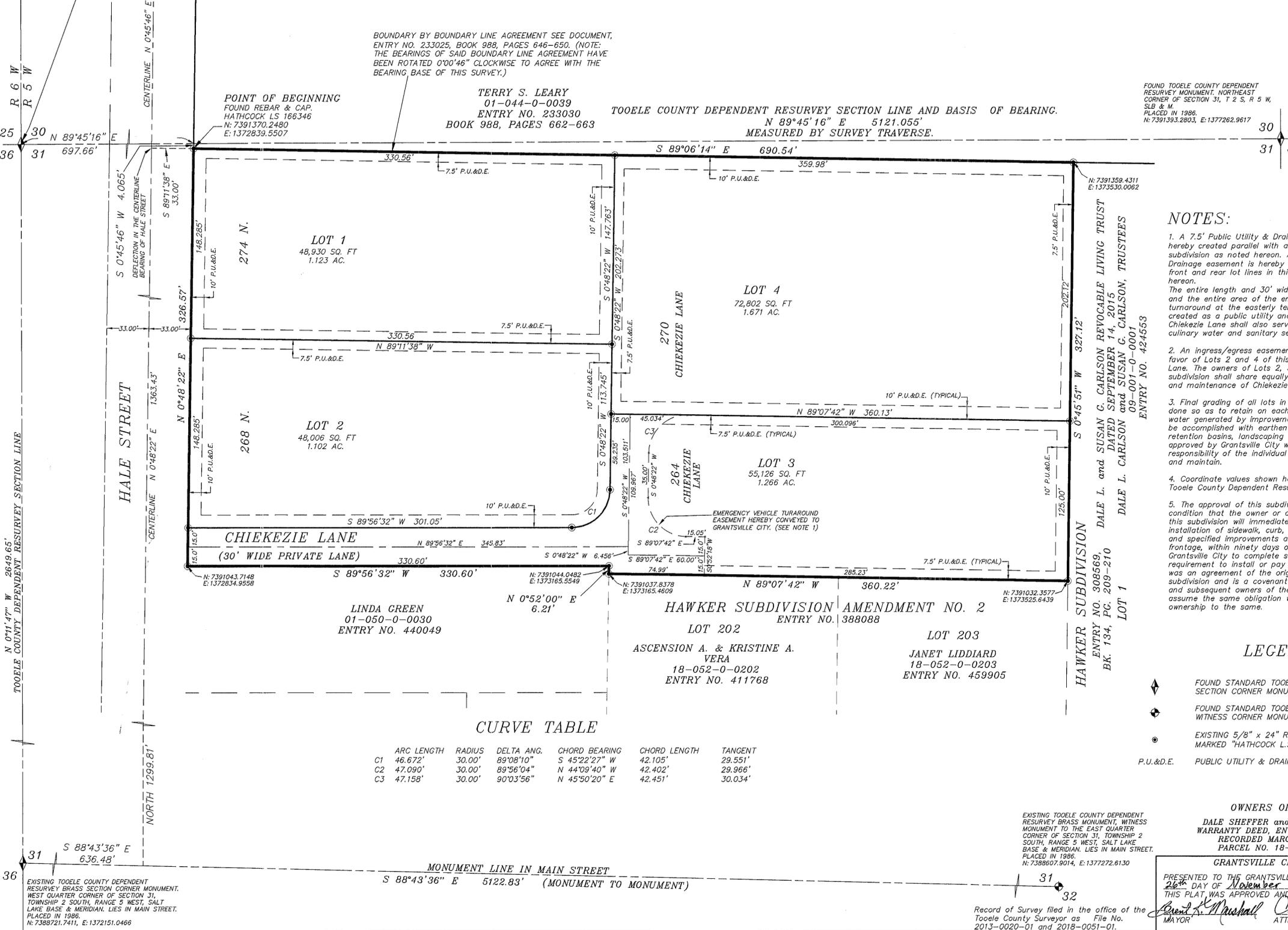
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FINAL PLAT
CHIEKEZIE MINOR SUBDIVISION
 (AMENDING AND DIVIDING LOT 204, HAWKER SUBDIVISION AMENDMENT NO. 2)
 LOCATED IN THE NORTHWEST QUARTER OF SECTION 31,
 TOWNSHIP 2 SOUTH, RANGE 5 WEST, SALT LAKE BASE AND MERIDIAN
 CITY OF GRANTSVILLE, TOOELE COUNTY,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



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

FOUND REMAINS OF TOOELE COUNTY MONUMENT, ORIGINALLY SET BY THE TOOELE COUNTY DEPENDENT RESURVEY IN 1986, RESET IN 2009 AND RECENTLY DISTURBED BY FARMING ACTIVITY. NORTHWEST CORNER OF SECTION 31, T 2 S, R 5 W, SLB & M, BRASS CAP HAS BEEN SHEARED OFF. PIPE IN CONCRETE FLUSH WITH SURFACE REMAINS BUT IS MOVED FROM ITS ORIGINAL LOCATION. N: 7391371.3209, E: 1372141.9536



FOUND TOOELE COUNTY DEPENDENT RESURVEY MONUMENT, NORTHEAST CORNER OF SECTION 31, T 2 S, R 5 W, SLB & M. PLACED IN 1986. N: 7391393.2803, E: 1377262.9617

FOUND TOOELE COUNTY DEPENDENT RESURVEY BRASS MONUMENTS ORIGINALLY PLACED IN 1986 REPRESENTING THE NORTHWEST AND NORTHEAST CORNERS OF SAID SECTION 31.

NOTES:

- 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 are hereby created as a public utility and drainage easement. Chiekezie Lane shall also serve as an easement for culinary water and sanitary sewer.
- 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.
- 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.
- Coordinate values shown hereon are based upon Tooele County Dependent Resurvey data.
- 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.

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

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*
 Dale Sheffer Pam Sheffer

ACKNOWLEDGEMENT

STATE OF UTAH)
 County of Tooele)^{ss}

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: 10-4-21
 NOTARY PUBLIC: *Ami D. Taylor*

RESIDING IN: Tooele, Utah

AUGUST, 16, 2019
 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

OWNERS OF RECORD
 DALE SHEFFER and PAM SHEFFER
 WARRANTY DEED, ENTRY NO. 463913
 RECORDED MARCH 6, 2019
 PARCEL NO. 18-052-0-0204

GRANTSVILLE CITY MAYOR
 PRESENTED TO THE GRANTSVILLE CITY COUNCIL THIS 26th DAY OF November, 2019, AT WHICH TIME THIS PLAT WAS APPROVED AND ACCEPTED.
David A. Marshall *Christine Wolf*
 MAYOR ATTEST: CITY RECORDER

Record of Survey filed in the office of the Tooele County Surveyor as File No. 2013-0020-01 and 2018-0051-01.

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'	29.551'
C2	47.090'	30.00'	89°56'04"	N 44°09'40" W	42.402'	29.966'
C3	47.158'	30.00'	90°03'56"	N 45°50'20" E	42.451'	30.034'

PREPARED BY: NOLAN C. HATHCOCK PROFESSIONAL LAND SURVEYOR LICENSE NO. 166346 9592 STORNOWAY CIRCLE SOUTH JORDAN, UTAH 84009 PHONE 801-557-5398	GRANTSVILLE CITY ENGINEER APPROVED THIS <u>21th</u> DAY OF <u>November</u> , 201 <u>9</u> BY THE <i>Craig S. Nelsen</i> CITY ENGINEER OR DESIGNEE	GRANTSVILLE CITY PUBLIC WORKS APPROVED THIS <u>26th</u> DAY OF <u>November</u> , 201 <u>9</u> BY THE GRANTSVILLE CITY PUBLIC WORKS DIRECTOR <i>[Signature]</i> PUBLIC WORKS DIRECTOR OR DESIGNEE	GRANTSVILLE CITY ATTORNEY APPROVED THIS <u>29th</u> DAY OF <u>November</u> , 201 <u>9</u> BY THE GRANTSVILLE CITY ATTORNEY <i>[Signature]</i> CITY ATTORNEY	TOOELE COUNTY TREASURER APPROVED THIS <u>27th</u> DAY OF <u>November</u> , 201 <u>9</u> BY THE TOOELE COUNTY TREASURER <i>[Signature]</i> TOOELE COUNTY TREASURER	GRANTSVILLE CITY FIRE MARSHALL APPROVED THIS <u>27th</u> DAY OF <u>November</u> , 201 <u>9</u> BY THE GRANTSVILLE CITY FIRE DEPARTMENT. <i>[Signature]</i> FIRE MARSHALL	TOOELE COUNTY SURVEY DEPT. APPROVED THIS <u>4th</u> DAY OF <u>January</u> , 201 <u>9</u> BY THE TOOELE COUNTY SURVEY DEPARTMENT. <i>[Signature]</i> DIRECTOR, TOOELE CO. SURVEY DEPT.	PLANNING COMMISSION APPROVED THIS <u>21st</u> DAY OF <u>November</u> , 201 <u>9</u> BY THE GRANTSVILLE CITY PLANNING COMMISSION. <i>[Signature]</i> CHAIR, GRANTSVILLE CITY PLANNING COM.	RECORDED # <u>479504</u> STATE OF UTAH, COUNTY OF TOOELE, RECORDED AND FILED AT THE REQUEST OF <i>Pam Sheffer</i> DATE: <u>1/16/19</u> TIME: <u>4:29 PM</u> <u>4300</u> FEE <u>3</u> <i>[Signature]</i> DEPUTY, TOOELE COUNTY RECORDER
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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 Enlsen, 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.

Chiekezie Minor Subdivision Approval Minutes

MINUTES OF THE REGULAR MEETING OF THE GRANTSVILLE CITY COUNCIL, HELD ON JUNE 6, 2018 AT THE GRANTSVILLE CITY HALL, 429 EAST MAIN STREET, GRANTSVILLE, UTAH. THE MEETING BEGAN AT 7:00 P.M.

5. Discussion of a Proposed Concept for Dale and Pam Sheffer, located at 264 N. Hale Street in the RM-7 and RR-1 zones of the Hawker Subdivision. Dale Sheffer was present. He stated his wife, Pam, wanted to be here, however, she had trouble with her flight. She did send him a note with the points for him to cover. He explained they found property on Hale Street they wished to buy and spoke with the Zoning Administrator about the zoning. He stated they were told it would be a minor subdivision as long as there were four lots or fewer. They made an offer based on the information. The offer was accepted. Mr. Sheffer said they visited the Zoning Administrator, Kristy Clark, again to figure out if they could move forward with this and asked many questions. After that, they talked with Grantsville Irrigation Company and felt they could do it. They went ahead and purchased the property along with enough water shares to irrigate it. He reported that within a week of the purchase, they came to see about the stipulation that a lot cannot be three times longer than it is wide. They wanted to ask for a variance so they could have three one-acre lots. Mr. Sheffer stated Kristy told them she had made a mistake; it would be a major subdivision if they subdivided. The property had been divided before and Kristy had not been aware of that. He reported they were upset and told her they would not have purchased the property if they had known that was the case. Kristy advised them to ask the Council if they could use minor subdivision language for the land and request a variance on the lot size. **Mr. Sheffer stated they felt a concept was the best use of the land. They are requesting three one-acre home sites and a 2.16-acre pasture behind it. He explained the homes will front the north end of Hale Street in the RM-7 zone and have frontage of 108.85 feet.** They are willing to attached two shares of water to each of the front lots. Mayor Marshall reported the Hawker family originally owned the property. They subdivided the property. A plat amendment was done when the Liddiards built a home. The Mayor stated that in reality, this is the third subdivision of that property. Councilwoman Sparks asked if we required the second subdivision to do a major. Mayor Marshall answered that we did not because they went through and did a plat amendment. Councilwoman Sparks asked if that could be done with this. Attorney Coombs answered, unfortunately it cannot. Councilman Tripp felt that by granting this as a variance, it would set a precedence. He proposed that if they do, then they have to make it very clear

that it was done because of an error on the part of the city. Attorney Coombs clarified that Kristy did originally tell them that it could be a minor subdivision based on the information given to her at the time. She was told they were planning to subdivide one lot into two lots. It was later that the information was brought in about the other subdivisions that had been done before and breaking up of the land into parts. As soon as she had that information, she contacted the Sheffers to notify them. Attorney Coombs explained the City Council cannot grant a variance. That has to go through the Board of Adjustment. He stated if the Council wanted to grant them an opportunity to build a minor subdivision when it should be a major subdivision, there is not an avenue to do so, but as the legislative body, they can. Councilman Critchlow asked Mr. Sheffer why the 405 feet was important to him. Mr. Sheffer stated that if they went to the .61 acres, that still requires just one share of water and they are all right with that. The Council discussed their concerns, asked the questions they had, and their views on this with each other, Attorney Coombs, and Mr. Sheffer. The major concerns were establishing a precedence, the original minor subdivision and ensuing plat amendment, and curb and gutter. Councilwoman Sparks felt comfortable with giving them minor subdivision language. Councilman Stice said he was too as long as they state the reasons. He does not want to have another situation. Councilman Critchlow commented that the boundary line will need to be adjusted so a variance will not be needed. Councilman Tripp stated it may be the landowners' obligation, but research should be completed. Attorney Coombs explained that Mr. Sheffer needed to decide, based on the discussion of the City Council, do you feel comfortable moving forward with a preliminary for a minor subdivision, a preliminary for a major subdivision, or do you feel that you need to sell. He added that the Council was not going to make a decision, hopefully, they had provided enough feedback for him to make a decision. Councilman Critchlow told Mr. Sheffer to go back to Planning and Zoning and adjust the lot lines.

MINUTES OF THE GRANTSVILLE CITY, PLANNING COMMISSION HELD 10/11/2018.

4. Consideration to recommend approval of a Minor Subdivision for Dale and Pam Sheffer located at 264 N Hale Street dividing 5.162 acres of land from one (1) lot into four (4) lots of the Hawker Subdivision, in the RM-7 and RR-1 zone.

Dale Sheffer was present for this agenda item: Gary stated that we have a legal problem with this. It's part of a previous subdivision and in accordance with our ordinance it must come back as a major, not a minor. It needs to be resubmitted as a major. Dale stated that we purchased the lot to put four family lots on it. We are going to build our family home there. We feel that we tried to do our due diligence and we talk to the planning and zoning

administrator, she gave us a minor subdivision packet. After we purchased the property, she informed us she made a mistake that it must be major subdivision not a minor. We can't do that. We don't want to do that. Jaime stated and unfortunately, we can't go against our code. Gary asked if they come back with a major can their fees that they've paid be applied to that application? Dale stated, we're not going to do a major. We're either going to leave it like it is or do a minor subdivision. Jaime asked Attorney Coombs, correct me if I'm wrong, but if we recommend denial, that doesn't stop you from taking it to the city council. The city council will ultimately make the final decision. Attorney Coombs stated, yes, that's correct. So, you're just making a recommendation. It's still goes to city council either way. Jaime stated for us, the way I see it we must recommend a denial. Dale stated, okay we understand that you must follow the code. **Jaime made the motion to recommend denying the Minor Subdivision for Dale and Pam Sheffer located at 264 N Hale Street dividing 5.162 acres of land from one (1) lot into four (4) lots of the Hawker Subdivision, in the RM-7 and RR-1 zone. It needs to be a Major Subdivision. Gary seconded the motion. All voted in favor and the motion carried.**

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

4. Consideration of a minor subdivision for Dale and Pam Sheffer located at 264 N. Hale Street dividing 5.162 acres of land from one (1) lot into four (4) lots of the Hawker Subdivision, in the RM-7 and RR-1 zones. Dale Sheffer stated they bought the land with the intention of building homes for himself and his wife and their children. Mayor Marshall reminded the Council the last time they discussed this was to give the Sheffers some direction on how to proceed. Councilman Stice asked Mr. Sheffer if he had known that this would fall under the major subdivision requirement, would he have purchased the land. Mr. Sheffer answered that he would have absolutely not bought the land. He stated they are pleading for a minor subdivision. Councilwoman Allen asked if the Sheffers gave the proper information to the City to determine whether they would need the application for a minor or a major subdivision. Mr. Sheffer answered that they had no clue that they would need to do a subdivision. **He thought they would buy the land and then divide it into four (4) pieces and let their kids build there.** He said it was a surprise to him that it would be a subdivision process. Councilwoman Allen expressed her concerns that this could set a precedent for other developments. Attorney Coombs reported the Council would need to detail the reasons they allowed this. Councilman Tripp asked if the reason listed could be due to poor employee performance. Mayor Marshall felt that was incorrect. He pointed out that she gave them the application she thought they needed

based on the information they provided. He added that it is the property owners' responsibility to do their due diligence. Unless you were in the County Recorder's Office, there is no way you could know all the information on this property. Attorney Coombs explained that from a liability prospective the City cannot go and do individual research for people that come in with these applications. Councilman Tripp suggested having a motion to look at this one to see how the City can raise this so it does not create precedence.

Motion: Councilman Tripp made a motion that they consider a minor subdivision for Dale and Pam Sheffer located at 264 N. Hale Street dividing 5.162 acres of land from one (1) lot into four (4) lots of the Hawker Subdivision, in the RM-7 and RR-1 zones predicated that Attorney Coombs can craft something and then have it come before the Council as a summary action item for approval. Councilwoman Sparks 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.

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.

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.

There was a Facts and Finding Submittal for the Chiekezie Minor Subdivision that was submitted for City Council Approval. It would be helpful to include this in the packet.

2018 Grantsville Land Use Development and Management Code

Key sections that apply to the Chiekezie Minor Subdivision

GLUDMC Chapter 2 Definitions

(247) PRIVATE STREET. (Amended 5/97, 2/00, 9/07, 2/09) A privately owned way or lane which affords the principal means of access to property. A private street which serves up to two

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

SECTION 3 MINOR SUBDIVISIONS AND LOT LINE ADJUSTMENTS

(Amended 03-08)

Section

- | | |
|----------------|------------------------------|
| 21.3.1. | Purpose. |
| 21.3.2. | Approval process. |
| 21.3.3 | Lot line adjustments. |

21.3.1. Purpose.

(1) A minor subdivision is a division of land into no more than four lots. A minor subdivision shall not:

(a) include the construction and dedication of new infrastructure, unless approved by the Planning Commission and City Council;

(b) be a part, phase or undeveloped remnant of a previously approved minor or major subdivision; and

(c) The subdivision must have adequate culinary water, sewer and electrical services readily available at such time as it is developed for commercial or residential use.

(2) All lots shall front on a city street or an approved private road.

(3) Land may be dedicated along existing city streets to increase the right-of-way to current city standards.

(4) A minor subdivision shall be filed on a plat drawn and stamped by a licensed surveyor, and shall not be created by deed alone.

(5) Public utility easements shall be dedicated in a minor subdivision.

(6) If a proposed minor subdivision is located in a zoning district other than in an Agricultural (A) or Rural Residential (RR) zoning district, the adjoining public or private road approved by the Planning Commission shall be fully improved on the side of the street fronting the development with a minimum paved travel surface width of 24 feet or half the street pavement width per the street classification whichever is greater. All associated improvements such as sidewalk, curb, gutter, or alternate drainage shall also be constructed to city standards for a "Public Road, Standard Street Section" as specified in Grantsville City's Technical Specifications and Standard Drawings, unless waived by the city council. The city maintenance director may also require a drainage plan and the installation of related flood control improvements and other city or private utilities as may be necessary. No building permit shall be issued in the minor subdivision until such time as all of the required improvements and the installation of utilities have been completed or until a financial assurance has been filed with the City that complies with the requirements of Chapter 21, Section 7 of this Code. The City Council may also require that the subdivision improvements be guaranteed for two years after their installation, in a manner consistent with guarantees required for a standard subdivision. **(The following section is an amendment dated 03-08)** If the City Council waives the completion of sidewalk, curb, gutter or other improvements for a minor subdivision at the time of approval, the owner of the minor subdivision shall as a condition of approval be required to include a notation on the subdivision plat as follows: "The approval of this minor subdivision was granted upon condition that the owner or owners of each lot in this subdivision will immediately install or pay for the installation of sidewalk, curb, gutter or other required and specified offsite improvements, within ninety days of a written requires 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 these lots and subsequent owners of these lots shall also assume the same obligation when they acquire ownership of the same."

21.3.2. Approval process.

(1) The application for a minor subdivision shall be submitted to the zoning administrator. When the zoning administrator determines that the application is complete and correct, and all signatures are on the plat, the application shall be placed on the planning commission agenda for consideration. The planning commission need not conduct a public hearing, but may choose to hold a public hearing if warranted. The planning commission shall discuss and review the application at a public meeting. The planning commission shall then make a recommendation on the application to the city council. The city council shall review the plat at a public meeting where it can approve or deny the plat. The city council may also conduct a public hearing on a minor subdivision if it is deemed warranted, prior to making a decision on the proposal. Notwithstanding any provision to the contrary in Chapter One of this Code, no public hearing shall be required by the planning commission or city council prior to considering or approving a minor subdivision.

(2) A minor subdivision application shall include:

- (a) the application form;
- (b) one 24"X 36" final plat on Mylar drawn by a surveyor licensed in the state of Utah;
- (c) seven 24" X 36" prints of the plat, for distribution to:
 - (i) zoning administrator
 - (ii) the city planner;
 - (iii) the public works director or county health department if not connecting to the city's water and sewer systems;
 - (iv) Tooele County School District;
 - (v) the soil conservation district within which the subdivision is located;
 - (vi) the county recorder; and
 - (vii) the city fire department.
- (d) fourteen 11" X 17" copies of the plat for distribution to each planning commission member; and
- (e) an additional 11" X 17" copy of the plat in each of the following circumstances:
 - (i) when a proposed subdivision lies wholly or partially within one mile of the corporate limits of a Grantsville City, where notice will be given to Tooele County;
 - (ii) for each servicing utility; and
 - (iii) for the Utah State Department of Transportation if the property being subdivided abuts a state highway.
- (f) proof of ownership demonstrated by a title report and vesting documents of conveyance completed within the previous six months;
- (g) utility approval forms;
- (h) evidence of availability of water and secondary water rights if the minor subdivision has had a secondary water right attached to it or has been irrigated with secondary water within past five years for all lots; (Ref Grantsville City Code §28-22)
- (i) evidence of availability to sewer system or if on septic systems or a private well a letter showing a completed Tooele County Health Department Subdivision Feasibility Study deeming the project feasible;
- (j) names and addresses of the owners of all properties within 300 feet of the proposed subdivision;
- (k) a plat map from the Tooele County Recorder's Office showing the property and all adjoining properties around it;
- (l) approval of the subdivision name from the Tooele County Recorder's Office;
- (m) geologic technical maps and investigation reports regarding area suitability when land configurations dictate lot configuration and buildable space;
- (n) if the applicant is not the owner of record, a notarized statement that the applicant

has been authorized by the owner to make application;

(o) a letter from the Grantsville City fire department acknowledging fire protection can and will be provided to the subdivision; and

(p) any unpaid fees owed to Grantsville City for development of land, code enforcement or building permits.

(3) All signature blocks except for the city attorney, planning commission and mayor's block shall be signed by each approving authority before the plat is submitted.

(4) Should the planning commission's decision be to recommend approval of the plat, the chair shall sign the plat.

(5) The city council shall review the plat at a public meeting where it may approve or deny the plat. If approved, the plat shall be recorded within thirty days if no financial guarantee is required or within ninety days if a financial guarantee is required for subdivision improvements. If a financial guarantee is required, the city council may authorize the Mayor and city staff to approve the financial guarantee and construction drawings after approval of the plat. If the plat is not recorded as provided herein shall be void. (Ref UCA §1 0-9a-1 03, 1 0-9a-207, 1 0-9a-603, 1 0-9a-604)

AGENDA ITEM #2

Consideration 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, the rear yard setback from 30 feet to 40 feet, and the minimum frontage from 70 feet to 60 feet.

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



Staff Report Summary for Amendment of Chapter 15.2 R-1-12

Applicant Name: Grantsville City
Request: Amendment of Chapter 15.2
Prepared By: Shelby Moore

Meeting Date: August 15th, 2024
Public Hearing Date: August 1st, 2024

Planning Staff Explanation and Recommendation: Consideration for amendment of chapter 15.2 Residential District R-1-12 front and rear yard setbacks.

GLUDMC Chapter 15 Residential and Multiple Residential Districts Proposed Amendments

~~Red Strike Through~~ = To Remove

Green Underline = Added Text

15.2 Residential District R-1-12

(1) The purpose of the R-1-12 district is to promote environmentally sensitive and visually compatible development of lots not less than 12,000 square feet in size, suitable for urban locations. The district is intended to minimize flooding, erosion, and other environmental hazards; to protect the natural scenic character; to promote the safety, and well-being of present and future residents; and ensure the efficient expenditure of public funds. To provide areas for low density, single-family residential neighborhoods of spacious and uncrowded character.

Minimum Lot Size: 12,000 sq. ft.
feet

Lots shall comply with Chapter 4: Supplementary and Qualifying Regulations – Section 4.5: Lots Standards and Street Frontage.

Minimum Frontage (at the property line on a public street or an approved private street)60 feet ~~70 feet~~

Minimum Yard Setback Requirements:

Front Yard30 feet ~~40 feet~~
Rear Yard 40 ~~30~~ feet
Side Yard for Main Buildings Each Side 5*/15 feet Side
Yard for Accessory Buildings 4 feet* Rear Yard for
Accessory Buildings 1 foot* On corner lots, 2 front
yards and 2 side yards are required.

*Setback shall be as listed or match the easement, whichever is greater

Maximum Building Height 35 feet
Maximum Building Coverage 20%

Required Improvements:

Street grading Street base

Street Pavement to centerline or minimum paved width (per GLUMDC 21.6.3), whichever is greater

Surface drainage facilities Curb and Gutter Sidewalk Culinary water facilities Waste water disposal Street name signs Four hydrants Street monuments Shade trees (along public streets) Street lights

CONCLUSION

Conclusion: Due to the redundancy of variance request made by developers, it has been suggested by the Board of Adjustment and staff to change the front yard setback from 40 ft. to 30 ft., the rear yard from 30 ft. to 40 ft., and adjust the minimum frontage accordingly.

This would align the zoning setback similar to R-1-8.

15.3 Residential District R-1-8

(1) Effective July 10, 1999 no application to extend, enlarge or re-zone property to an R-1 -8 zoning district designation will be considered by Grantsville City. Areas previously designated with a R-1 -8 zoning district designation may continue after July 9, 1999 and the uses in existing R-1 -8 districts may continue subject to the regulations applicable to this District.

Minimum Lot Size: 8,000 sq. ft. feet
Minimum Lot Size for Corner Lots 10,000 sq. ft. feet

Lots shall comply with Chapter 4: Supplementary and Qualifying Regulations – Section 4.5: Lots Standards and Street Frontage.

Minimum Frontage (at the property line on a public street or an approved private street) 60 feet

Minimum	Yard	Setback	Requirements:	Front	Yard
.....				30 feet	Rear Yard for Main
Buildings		25 feet		Rear Yard for Accessory
Buildings		1 foot*		Side Yard for Main Buildings Each
Side		5*/15 feet		Side Yard for Accessory Buildings on a
Corner Lot		10 feet		Side Yard for Accessory Buildings.
.....			4 feet*		On corner lots, 2 front yards and 2 side yards are required.

*Setback shall be as listed or match the easement, whichever is greater

Maximum Building Height 35 feet, or a
basement and two (2) floors, whichever is less Maximum Building

Coverage 35%

AGENDA ITEM #3

Consideration of the proposed Preliminary plat for the Northstar Ranch subdivision Phase 10, located on the Mormon Trail.

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



Permit # 23160

Staff Report Summary for Northstar Ranch PH 10 Preliminary Plat Master Planned Community

Parcel ID(s): 01-078-0-0034

Property Address: West of the Mormon Trail

Applicant Name: IMG Grantsville Holdings - Skylar Tolbert

Request: Phase 10 Preliminary Plat Approval

Prepared By: Shelby Moore

Meeting Date: August 15th, 2024

Public Hearing Date: July 9th, 2024

Total Lots: 60

Minimum Lot Size: 7,008 sq ft.

Proposed Density: 2.3 DPA

Planning Staff Explanations and Recommendation: Consideration for Northstar Ranch PH 10 Preliminary Plat

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. They are meeting all of the approved restriction set forth in the Planned Community Overlay.

City Staff supports this application, and recommends it for approval by the Planning Commission and City Council.

SITE & VICINITY DESCRIPTION



60 LOTS AND 5 PARCELS

TOTAL LOT ACREAGE = 707,148 S.F. OR 16.23 AC.

MIN. LOT SIZE = 7,008 S.F. OR 0.16 AC.

MAX. LOT SIZE = 29,343 S.F. OR 0.674 AC.

AVERAGE LOT SIZE = 11,786 S.F. OR 0.271 AC.

OPEN SPACE: = 128,412 S.F. OR 2.95 AC.

ROADWAY = 282,380 S.F. OR 6.48 AC.

TOTAL PLAT ACREAGE = 1,117,934 S.F. OR 25.66 AC.

CONCLUSIONS & CONCLUSION

Conditions of Approval:

1. Open space area are to be finished with water wise land scape as noted in the water dedication requirements.
2. Open space requirements shall meet the GLUMDC as stated in chapter 21.1.14, - 21.1.16, and Chapter 12.1.b.
 - a. (b) The use of design, landscape or architectural features to create a pleasing environment while preserving desirable site characteristics such as natural topography, vegetation and geologic features as open space and providing recreational facilities. For projects containing a residential component containing more than 4 dwelling units defined as Level 4 and Level 5 subdivisions in Chapter 21 of this code at least 10% of the total parcel acreage shall be improved, fully landscaped, amenity rich, active open space. All planned unit development projects shall conform at a minimum with open space and improved open space requirements found in Chapter 21. Topography with slopes greater than 30% on average with a site area greater than 5,000 square feet, natural water bodies and drainages shall be protected.
3. The Developer will add and addendum to the current Development Agreement that will state the approved variances for the remainder of the development and a approved preliminary plat for the remainder of the development.
 - a. This is required to be completed before approval of additional phases can commence.

Conclusion:

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. They are meeting all requirements that are in the approved Planned Community Overlay.

City Staff supports this application, and recommends it for approval by the Planning Commission and City Council, with the above conditions.

NEIGHBORHOOD RESPONSE

No responses were received prior the completion of this staff report.

PLANNING STAFF ANALYSIS AND COMMENTS

Background:

City Staff have been working with the developers and engineers of this project for several months. What follows is a description of the development, along with City Staff’s analysis of the Master Planned Community and the aid in understanding the Master Planned Community application.

The MDA and the approved Master Planned Community does have restrictions that conflict with lot sizes. Because the MDA only specifies specific lot sizes for phases 4-6 and not for additional phases. The land use authority shall interpret and apply the land use regulations to favor the applicant.

When the Master Planned Community was approved in March of 2020 it was approved with a maximum average density of 2 dwelling units an acre with a 5% variation.

Paragraph 2 (Highlighted) in the section of the Utah State Code below

10-9a-306. Land use authority requirements -- Nature of land use decision.

- (1) A land use authority shall apply the plain language of land use regulations.
- (2) If a land use regulation does not plainly restrict a land use application, the land use authority shall interpret and apply the land use regulation to favor the land use application.
- (3) A land use decision of a land use authority is an administrative act, even if the land use authority is the legislative body.

City Attorneys Density Clairification Email:



Shelby Moore <smoore@grantsvilleut.gov>

Northstar Ranch Phase 10 Density Clarification

6 messages

Shelby Moore <smoore@grantsvilleut.gov>

Fri, Jun 21, 2024 at 11:20 AM

To: Dallin Littlefield <dlittlefield@grantsvilleut.gov>

Cc: Christy Montierth <cmontierth@grantsvilleut.gov>, Jaina Bassett <jbassett@grantsvilleut.gov>

Dallin,

During the Planning Commission Meeting held on June 20th, a question arose concerning the density to which the developer must adhere. It has been outlined in both the MDA and the MOU that the development should not exceed 2.0 dwelling units per acre and must satisfy the R-1-21 setback requirements.

Based on my understanding, when the Master Planned Community was given approval, the density of 2 dwelling units per acre was determined by considering the total acreage of the development. The map within the Master Planned Community provides a detailed breakdown of the different areas and the approved density allocated to those specific areas by the City Council.

In order to proceed effectively with the project, we require clarification on the specific density that the developer is obligated to adhere to. Your prompt response regarding this matter would be greatly appreciated.

Thank you for your attention to this issue.



SHELBY MOORE

Planning & Zoning Administrator
Department of Public Works

Office: (435) 884-4604

Email: smoore@grantsvilleut.gov

Dallin Littlefield <dlittlefield@grantsvilleut.gov>

Fri, Jun 21, 2024 at 4:20 PM

To: Shelby Moore <smoore@grantsvilleut.gov>

Cc: Christy Montierth <cmontierth@grantsvilleut.gov>, Jaina Bassett <jbassett@grantsvilleut.gov>

Hi Shelby,

From what we discussed, and from what I understand from the Exhibit attached to the MOU Resolution, it appears that an aggregate density of 2.0 dwelling units per acre was approved. However, not every area/phases of the development appears to have been approved to be 2.0 dwelling units per acre. Instead, the MOU approved by the City Council approved different areas of the development with different densities. Further, the average density for the entire development (including all of the areas - with each area having its own applicable density) appears to be 2.0 dwelling units per acre.

For density purposes, I believe that exhibit to the MOU outlining density for each area should be the controlling/authoritative document when it comes to determining the density approved for each phase.

In other words, density has been approved by "area" according to the said MOU exhibit, rather than 2.0 dwelling units per acre for any given area of the development. The density of 2.0 dwelling units per acre appears to be an "aggregate" density of the entire development and not meant to apply to each area individually. Some areas are less than 2.0 dwelling units per acre, and some are more; however, they average out to 2.0 dwelling units per acre for the entire development

I hope this helps.

Let me know if I can clarify more.

Thanks,

Dallin Littlefield
City Attorney
Grantsville City

 [GrantsvilleUT.gov](https://www.grantsvilleut.gov)

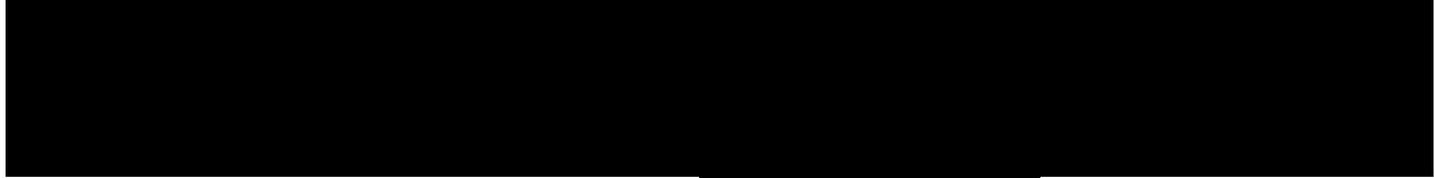
DLittlefield@GrantsvilleUT.gov

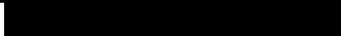


[Quoted text hidden]

Shelby Moore <smoore@grantsvilleut.gov>

Mon, Jun 24, 2024 at 9:22 AM



Cc: Jaina Bassett <jbassett@grantsvilleut.gov>, Shay Stark 

Good morning,

Please see Dallins response regarding the density for Northstar Ranch phase 10 and future phases of Northstar Ranch Planned Community.



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

[Quoted text hidden]

Shelby Moore <smoore@grantsvilleut.gov>
To: gary pinkham <gary.pinkham@hotmail.com>
Cc: Jaina Bassett <jbassett@grantsvilleut.gov>

Mon, Jun 24, 2024 at 9:23 AM

Good morning,

Please see Dallins response regarding the density for Northstar Ranch phase 10 and future phases of Northstar Ranch Planned Community.

From: Christy Montierth <cmontierth@grantsvilleut.gov>

Sent: Monday, July 22, 2024 7:34 AM

To: Ross Dinsdale [REDACTED]; Peter Duberow [REDACTED]; Cody Christensen <cchristensen@grantsvilleut.gov>

Subject: Fwd: Flow Tests

Here are the flow tests that were conducted in Northstar.

----- Forwarded message -----

From: **Grantsville Fire Chief** <firechief@grantsvilleut.gov>

Date: Mon, Jul 22, 2024 at 7:29 AM

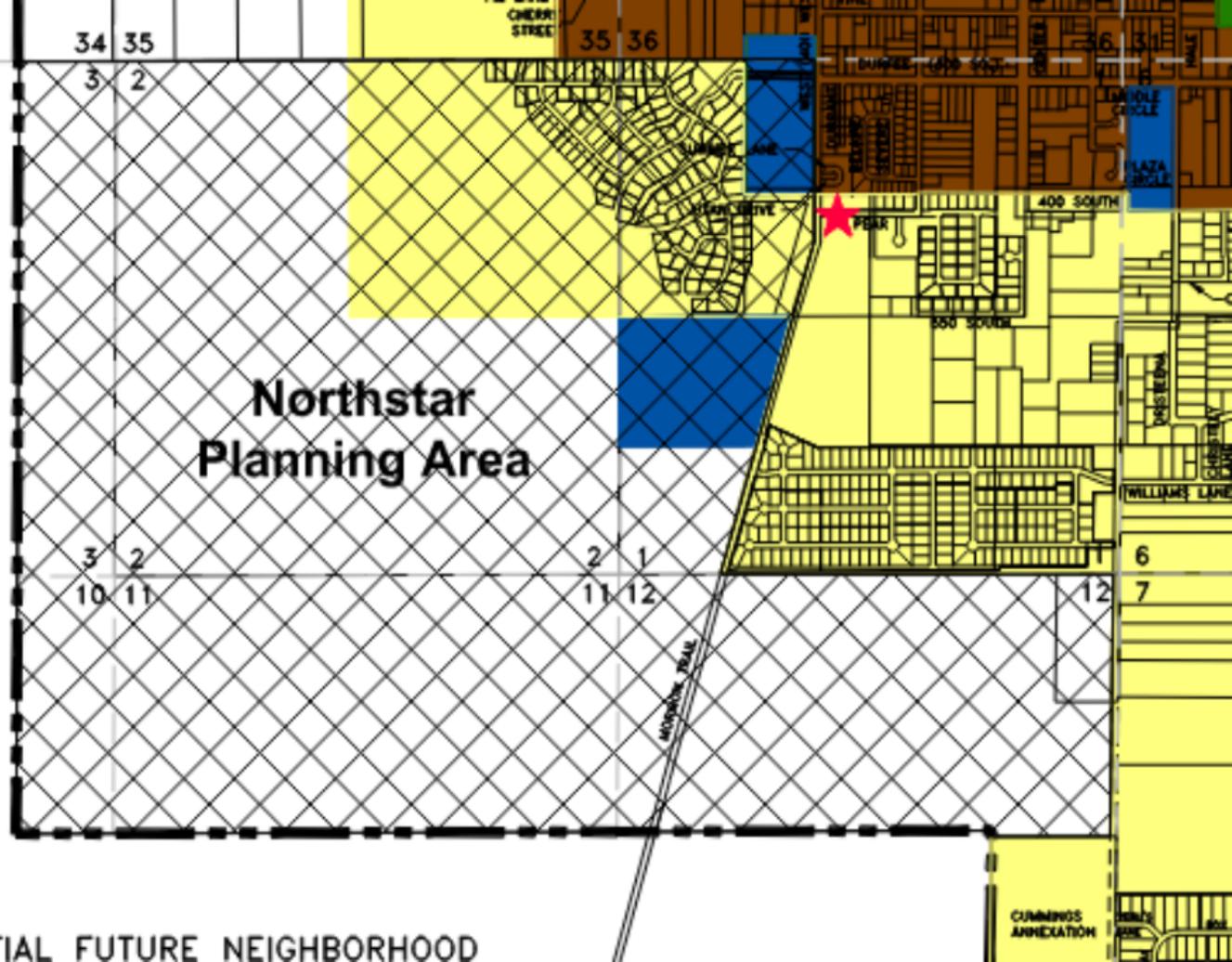
Subject: Flow Tests

To: Christy Montierth <cmontierth@grantsvilleut.gov>

Christy,

Free are the flow tests I conducted Friday 7/19/2024. Every hydrant tested so far has passed in Northstar Ranch. I still have a few to finish up in zone two, but I may not be able to finish until after I'm done with Country Fan Fest.

T2S
T3S



Northstar Planning Area



POTENTIAL FUTURE NEIGHBORHOOD

CUMMINGS
ANNEXATION



2816 East 5300 South, Salt Lake City, UT 84109
 (801) 366-6700 www.edmpartners.com



DEVELOPER:
 Ivory Development
 1000 East 1000 South
 Salt Lake City, UT 84117
 801-747-7900



NOTES:
 1. The following information is for informational purposes only.
 2. The proposed unit counts are for informational purposes only.

LEGEND	
	OPEN SPACE
	2.0 UNITS PER ACRE
	2.5 UNITS PER ACRE
	0.5 UNITS PER ACRE
	EXISTING DRAINAGE
	PROPOSED DRAINAGE
	108' RIGHT OF WAY
	80' RIGHT OF WAY
	66' RIGHT OF WAY
	PROPOSED TRAIL

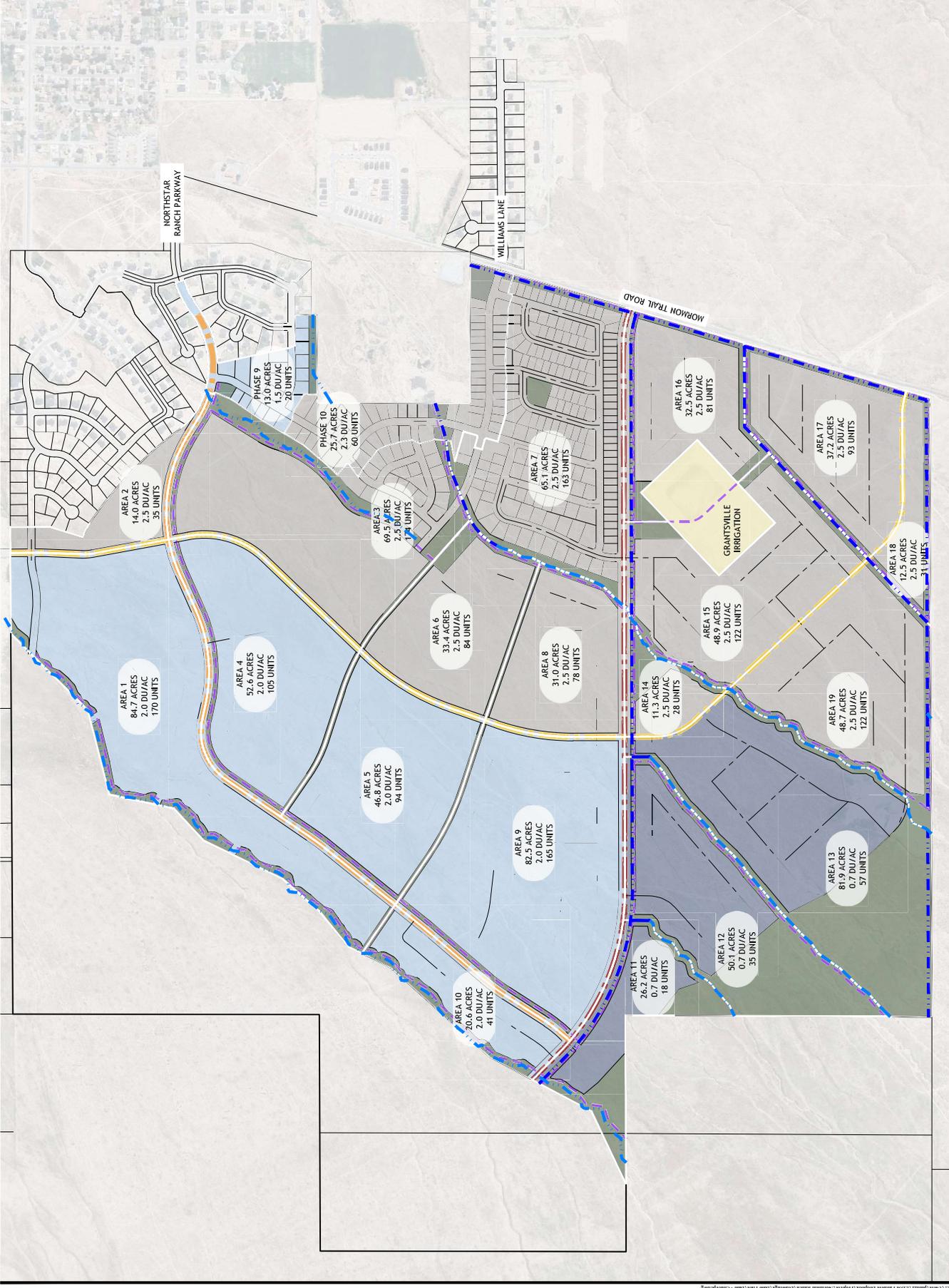
DISCLAIMER: THIS PLAN MAY BE ALTERED OR CHANGED AT ANY TIME. IT IS FURNISHED MERELY AS A GUIDE AND DOES NOT REPRESENT A CONTRACT. ALL INDICATED HEREON WITH REFERENCE TO STREET PERSONS OF ANTICIPATED DESIGN.

Northstar Ranch

Conceptual Site Plan

PROJECT: NMAK
 DRAWN BY: PMD
 REVIEWED BY: PMD
 DESIGN: NMAK
 SCALE: N/A
 SHEET DATE: N/A
 REMARKS:

DATE: March 15, 2024
 SHEET NUMBER: O-1





2815 East 3300 South, Salt Lake City, UT 84109
(801) 305-4670 www.edmpartners.com



SCALE: 1" = 400'



OWNER:

Ivory Development
979 East Woodstock Lane
Salt Lake City, UT 84117
801-747-7000



NOTES:

- All sanitary sewer improvements shall conform with the standards and specifications of Grantsville City.
- All pressurized irrigation improvements shall conform with the standards and specifications of Grantsville City.
- All culinary water improvements shall conform with the standards and specifications of Grantsville City.
- All improvements in the public right of way shall conform with the standards and specifications of Grantsville City.
- All private improvements shall conform to APWA standards and specifications.
- Contractor to field locate and verify the horizontal and vertical location of all utilities prior to beginning work.
- The project benchmark is a brass cap marking the Southeast Corner of Section 2, Township 3 South, Range 6 West, S188M. Elevation = 4564.54.

Northstar Ranch

Density Allocation

PROJECT: _____
DRAWN BY: _____ KMW
REVIEWED BY: _____ PMD
REVISIONS: _____
No. DATE REMARKS

DATE: January 17, 2023

SHEET NUMBER:

L-1

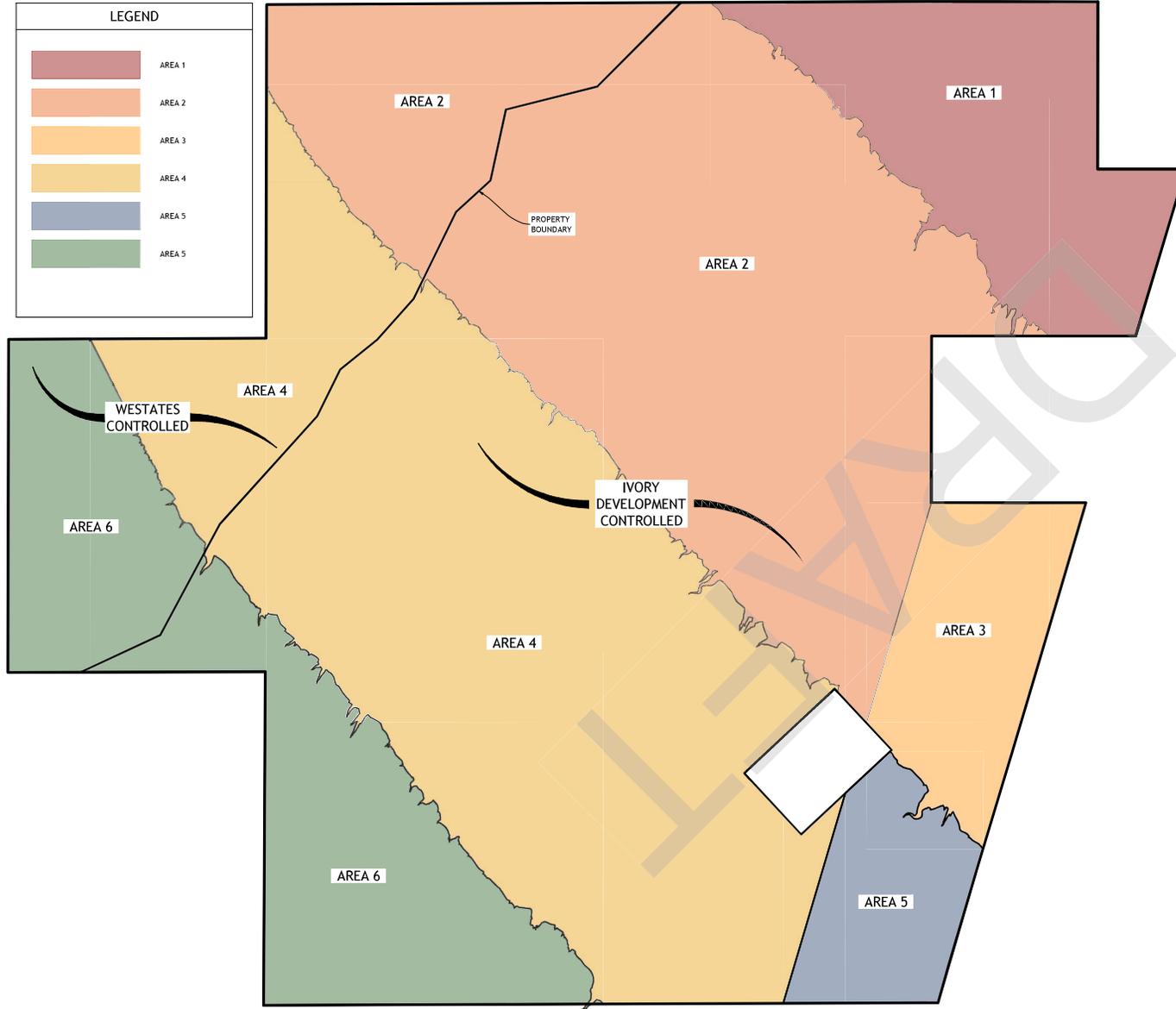
ID	Area (acre)	MP Density	Units
Area 1	116.46	1.25	146
Area 2	401.11	2.65	1062
Area 3	64.04	3.40	217
Area 4	418.18	1.75	731
Area 5	46.22	3.00	138
Area 6	183.48	0.89	164
Totals	1229.50		2458.00

ID	Area (ft ²)	Area (acre)	MP Density	Units
Area 1	0	0.00	1.25	0
Area 2	13759690	315.68	2.65	837
Area 3	2789680	64.04	3.40	217
Area 4	14949043	343.18	1.75	600
Area 5	2013467	46.22	3.00	138
Area 6	4976508	114.24	0.89	102
Totals		883.37		1894

ID	Area (ft ²)	Area (acre)	MP Density	Units
Area 1	5072847	116.46	1.25	146
Area 2	3712865	85.24	2.65	225
Area 3	0	0.00	3.40	0
Area 4	3266954	75.00	1.75	131
Area 5	0	0.00	3.00	0
Area 6	3017098	69.26	0.89	61
Totals		345.95		563

LEGEND

- AREA 1
- AREA 2
- AREA 3
- AREA 4
- AREA 5
- AREA 6





2816 East 3000 South, Salt Lake City, UT 84109
 (801) 366-6700 www.edmpartners.com



SCALE: 1" = 500'
 0 250 500 1000 1500

OWNER:
 Ivory Development
 1000 East 3000 South
 Salt Lake City, UT 84117
 801-747-7000



Utah's Number One Homebuilder

- NOTES:**
- All sanitary sewer improvements shall conform with the standards and specifications of Graniteville City.
 - All proposed irrigation improvements shall conform with the standards and specifications of Graniteville City.
 - All proposed irrigation improvements shall conform with the standards and specifications of Graniteville City.
 - Graniteville City, in the public right-of-way shall conform with the standards and specifications of Graniteville City.
 - APWA standards and specifications shall apply to all sanitary sewer lines.
 - Horizontal and vertical location of all utilities shall be shown on this plan.
 - For all utility work, a 5' x 5' access cap marking shall be provided at the intersection of the utility line and the street.

Northstar Ranch

Storm Drain Master Plan

PROJECT:
 DRAWN BY: KMW
 REVIEWED BY: PMD
 DATE: 1/17/2023

REVISIONS:
 NO. DATE: REMARKS

DATE: January 17, 2023

STREET NUMBER: SD-1

LEGEND

- DRAINAGE BASIN
- POND
- EXISTING DRAINAGE
- 2" MAJOR CONTOUR
- 5" MINOR CONTOUR
- PROJECT BOUNDARY
- CUTOFF DITCH

DRAINAGE BASIN SUMMARY

DRAINAGE ID	DRAINAGE AREA (AC)	RATIONAL C
1.A	31.66	0.48
1.B	39.43	0.48
1.C	21.50	0.46
1.D	21.71	0.44
1.E	31.22	0.43
2.A	20.08	0.48
2.B	64.00	0.44
2.C	30.25	0.46
2.D	33.26	0.43
2.E	14.11	0.39
3.A	61.76	0.48
3.B	24.38	0.48
3.C	29.88	0.46
3.D	15.60	0.44
3.E	20.38	0.43
3.F	61.09	0.41
3.G	36.32	0.43
3.H	34.16	0.39
4.A	14.99	0.48
4.B	26.33	0.47
4.C	18.44	0.43
4.D	34.48	0.43
4.E	29.37	0.46
5.A	36.38	0.45
5.B	28.67	0.47
5.C	35.73	0.45
5.D	19.27	0.43



DRAINAGE DESIGN NORTHWEST OF OTHERS (NOT IN PROJECT)



2818 East 3300 South, Salt Lake City, UT 84109
 (801) 366-6700 www.edmpartners.com



SCALE: 1" = 500'
 0 250 500 1000 1500

OWNER:
 Ivory Development
 10000 South 1000 East
 Salt Lake City, UT 84117
 801-747-7000



NOTES:
 1. All sanitary sewer improvements shall conform with the standards and specifications of Graniteville City.
 2. All proposed irrigation improvements shall conform with the standards and specifications of Graniteville City.
 3. All proposed water line improvements shall conform with the standards and specifications of Graniteville City.
 4. Graniteville City, in the public right-of-way shall conform with the standards and specifications of Graniteville City.
 5. All proposed water line improvements shall conform with the standards and specifications of AWWA standards and specifications.
 6. All proposed water line improvements shall be installed in the horizontal and vertical location of all utilities prior to beginning work.
 7. The Southeast Corner of Section 2, Township 3 N, Range 10 E, S18M.

PROJECT:
 Water System Master Plan
 DRAWN BY:
 REVIEWED BY:
 DATE:

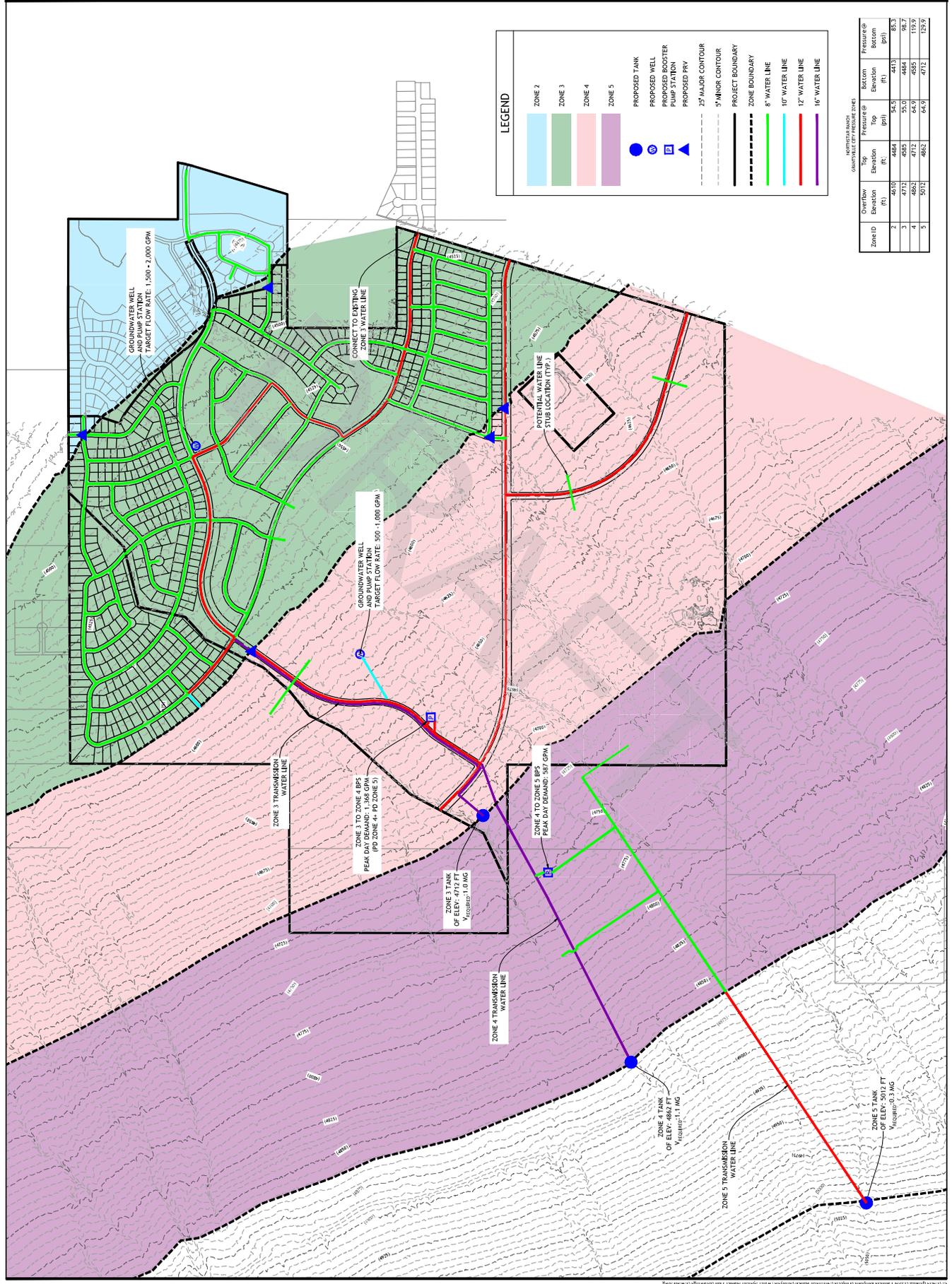
PROJECT NUMBER:
 DATE: January 17, 2023
 SHEET NUMBER:
 W-1

LEGEND

- ZONE 2
- ZONE 3
- ZONE 4
- ZONE 5
- PROPOSED TANK
- PROPOSED WELL
- PROPOSED BOOSTER PUMP STATION
- PROPOSED PVI
- 25' MAJOR CONTOUR
- 5' MINOR CONTOUR
- PROJECT BOUNDARY
- ZONE BOUNDARY
- 8" WATER LINE
- 10" WATER LINE
- 12" WATER LINE
- 16" WATER LINE

HYDRAULIC ANALYSIS
 GROUNDWATER PRESSURE ZONES

Zone ID	Overflow Elevation (ft)	Top Elevation (ft)	Bottom Elevation (ft)	Pressure @ Bottom (psi)
2	4650	4650	4415	8.57
3	4650	4650	4415	8.57
4	4650	4712	4655	119.9
5	5012	4862	4712	129.9



WHEN RECORDED, RETURN TO:

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

**GRANTSVILLE CITY
MASTER DEVELOPMENT AGREEMENT
FOR
NORTHSTAR RANCH
A MASTER PLANNED COMMUNITY**

THIS MASTER DEVELOPMENT Agreement (“**Agreement**”) is made and entered as of the 1 day of ~~December~~, 2021, by and between Grantsville City, a municipal corporation of the State of Utah (“**City**”) and Northstar Ranch, LLC, a Utah limited liability company. (“**Master Developer**”).

RECITALS

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

B. This Agreement is executed in accordance with the Memorandum of Understanding, attached hereto as **Exhibit A.**, which identifies the areas and densities requirements approved by the City for the Planned Community and the *Future Land Use Map City Center* adopted January 15, 2020.

C. The City provided proper notice and conducted meetings and hearings, pursuant to LUDMA and GLUDMC to approve the Memorandum of Understanding and the *Future Land Use Map City Center* adopted January 15, 2020.

D. The Parties desire that this Agreement shall identify those rights and responsibilities of the Master Developer and the City.

E. The City desires that the Master Developer provide certain infrastructure and community benefits, which the Master Developer will provide in consideration of approval by the City of the terms of this Agreement.

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

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

Definitions

1. **Definitions.** As used in this 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 Addendums.

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

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

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

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

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

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

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

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

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

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

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

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

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

1.15. **Master Developer** means Northstar Ranch, LLC, a Utah limited liability corporation, and their successors, assignees, transferees, and related subsidiary entities as permitted by this Agreement.

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

1.17. **Master Plan** means the *Northstar Ranch Master Subdivision Plan* which was included as Exhibit B in the Memorandum of Understanding and provides for the general locations and the intended density applicable to Development within the Planned Community.

1.18. **Maximum Residential Units** means the development on the Property of two thousand four hundred and fifty-nine (2,459) Residential Dwelling Units,

1.19. **Memorandum of Understanding** means Grantsville City Resolution No. 2020-39 also known as *A Resolution Approving A Memorandum of Understanding Between Grantsville City and Northstar Ranch, LLC and Travis Taylor Concerning the Development of the Northstar Ranch Subdivision* executed on June 3rd 2020.

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

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

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

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

1.24. **Property** means the real property owned by the Master Developer, consisting of about one thousand two hundred twenty-nine and fifty-seven hundredths (1229.57) acres, including 62 acres of land located within Tooele County outside of the City limits, and more fully described in **Exhibit A**.

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

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

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

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

1.29. **Zoning** means the R-1-21 zoning and Northstar Planning Area overlay of the Property in effect as of the date of this Agreement.

2. Development of the Planned Community.

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

2.2. **Subdivision Compliance.** Development of a Subdivision within the Planned Community shall be in accordance with LUDMA, GLUDMC, the City's Future Laws (to the extent they are applicable as specified in this Agreement), the Memorandum of Understanding and this Agreement. All Subdevelopers shall be bound by the terms of this Agreement.

2.3. **Maximum Residential Units.** At Buildout, Master Developer shall be entitled to have developed the Maximum Residential Units, with a gross density of two (2) units per acre of the type and in the general location as shown on the Master Plan. The amount of Residential Dwelling Units allowed within each Master Plan Area may vary up to five-percent (5%), so long as the Maximum Residential Units in the Planned Community is not exceeded.

2.4. **Non-Residential Units.** In addition to the Maximum Residential Units, Master Developer and the City may also permit the construction of buildings and structures for non-residential use, as may be necessary or desirable for the public benefit.

2.5. **Master Developers' Discretion.** This Agreement shall not obligate the Master Developer to construct the Planned Community or any Subdivision therein. The Master Developer shall have business discretion whether or not to construct a Development. However, once construction of a Development has begun in accordance with the Final Plat, the Master Developer or Subdeveloper shall be required to complete the

Development within the time required by LUDMA and GLUDMC, or a time as specified by the City prior to approval of a Development Application.

3. Vested Rights.

3.1. Vested Rights Granted by Approval of this Agreement. To the maximum extent permissible under the laws of Utah and the United States and at equity, the Parties intend that this Agreement grant to Master Developer all rights to develop the Planned Community in fulfillment of this Agreement, LUDMA, GLUDMC, and the Memorandum of Understanding except as specifically provided herein. The Parties specifically intend that this Agreement grant to Master Developer the “vested rights” identified herein as that term is construed in Utah’s common law and pursuant to Utah Code Ann. § 10-9a-509 (2019).

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

- (a) Master Developer Agreement. The City’s Future Laws or other regulations to which the Master Developer agrees in writing;
- (b) State and Federal Compliance. The City’s Future Laws or other regulations which are generally applicable to all properties in the City and which are required to comply with State and Federal laws and regulations affecting the Planned Community;
- (c) Codes. Any City’s Future Laws that are updates or amendments to existing building, fire, plumbing, mechanical, electrical, dangerous buildings, drainage, or similar construction or safety related codes, such as the International Building Code, the APWA Specifications, AAHSTO Standards, the Manual of Uniform Traffic Control Devices or similar standards that are generated by a nationally or statewide recognized construction/safety organization, or by the State or Federal governments and are required to meet legitimate concerns related to public health, safety or welfare;
- (d) 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,
- (e) 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.
- (f) Impact Fees. Impact Fees or modifications thereto which are lawfully adopted, and imposed by the City pursuant to Utah Code Ann. § 11-36a-101 (2011) *et seq.*

- (g) Planning and Zoning Modification. Changes by the City to its planning principles and design standards as permitted by Local, State or Federal law. However, changes to the planning principals and design standards subsequent to this Agreement shall not be construed to limit the Maximum Residential Units for the Planned Community.
- (h) 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 1, 2036. If, as of that date, Master Developer has not been declared to be currently in default pursuant to this Agreement, then this Agreement shall be automatically extended until January 1, 2041. If upon the expiration of the automatic extension, Master Developer has not been declared to be currently in default pursuant to this Agreement and there are unfinished Developments on the Property, the City has the option to extend this Agreement for a time reasonably necessary to complete such Developments, not to exceed ten (10) years. This Agreement shall also terminate automatically upon Buildout of all property within the Planned Community.

5. **Building Permits.** The City shall accept complete Building Permit applications for all buildings and structures identified in an approved Final Plat. The City shall issue all required Building Permits when emergency service access is provided and approved by the City, and adequate fire protection is in place as certified by the fire marshal. The City will promptly issue a certificate of occupancy for each building or structure that satisfies the City requirements to obtain a certificate of occupancy.

6. **Planned Community and Subdivision Development**

6.1. **Preliminary Plats.** The Master Developer and/or Subdeveloper(s) shall prepare and submit to the City for its review, Preliminary Plats for each Subdivision. There shall be no limit on the number Preliminary Plats within the Property which may be submitted to the City for review. Preliminary plat approval shall be valid for an initial period of six months, and shall be extended for successive periods of six months until the Final Plat is approved so long as the Master and/or Subdeveloper has demonstrated substantial progress, subject to the limitations of **GLUDMC**.

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

6.3. Setback Requirements. Master Developer and Subdeveloper(s) shall be entitled to rely on the setback requirements based established by R-1-21 Zoning existing as of the time of this Agreement.

6.4. Approval of Final Plats. The Planned Community and each Master Planned Area may contain multiple Subdivisions. Pursuant to GLUDMC, Section 21.4.3 as Amended by Ordinance 2021-09, a Master Developer or Subdeveloper who submits a Development Application with more than fifty (50) lots shall be entitled to develop such Subdivision in phases of up to sixty (60) lots, after a written affirmation to the City detailing the number of lots and providing assurances that, within a two-year period, seventy percent (70%) of lots within that phase will be sold and all required improvements will be complete. The City hereby finds that it shall be for the public benefit that Master Developer and Subdeveloper(s) are permitted to construct Subdivisions in phases of greater than fifty (50) lots within the Planned Community. The permission to allow additional lots within a Subdivision phase is justified by the need to (a) support the completion of necessary infrastructure across the Planned Community (b) maintain continuous employment of subcontractors in the area, (c) serve the growing population and housing demand, (d) prevent inflation of housing prices based on limited supply, and (e) increase economic activity and sales tax revenue in the Grantsville area.

7. Public Infrastructure.

7.1. Construction of Public Infrastructure. The Master Developer or Subdeveloper responsible for each Subdivision, shall construct and install all Public Infrastructure lawfully required as a condition of approval of a Development Application pursuant to GLUDMC. Such construction must meet all applicable standards and requirements and must be approved by the City.

7.2. Responsibility Before Acceptance. The Master Developer or Subdeveloper who has commenced construction of any Public Infrastructure within the Planned Community shall be responsible for all Public Infrastructure within that Subdivision covered by this 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 Master Developer.

7.3. Warranty. The Master Developer or Subdeveloper of each project shall repair any defect in the design, workmanship or materials in all Public Infrastructure which becomes evident during a period of one year following the acceptance of the improvements by the City Council or its designee (Durability Testing Period). If during the Durability Testing Period, any Public Infrastructure shows unusual depreciation, or if it becomes evident that required work was not done, or that the material or workmanship used does not

comply with accepted standards, said condition shall, within a reasonable time, be corrected.

7.4. Timing of Completion of Public Infrastructure. In accordance with the diligence requirements for the various types of approvals as described in the GLUDMC, construction of the required Public Infrastructure within a Subdivision shall be completed within a two (2) years following Final Plat approval, subject to the terms of the subdivision improvement agreement between the Master Developer or Subdeveloper and the City.

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

7.6. City Completion. The Master Developer or Subdeveloper shall agree that in the event they do not: (a) complete all improvements on a Subdivision within the time period specified under paragraph 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 Subdivision in default, request and receive the funds held by the guarantor as surety and utilize the monies obtained to install or cause to be installed any uncompleted improvements and/or to pay any outstanding claims, as applicable. Provided however, that the City shall not be responsible for any work beyond the amount of funds so provided. Any funds remaining after completion of the improvements shall be returned to the Guarantor.

7.7. Water Requirements. It is unknown whether the system has sufficient capacity to serve the higher elevations or to supply adequate fire flow within the Planned Community. Master Developer therefore agrees to obtain water modelling for each area of the Planned Community served by Pressure Zone 3 or any other higher-pressure zone. Upon completion of any such area, the City may require that the Master Developer perform a fire flow test and provide it to the City to enable continued calibration of the model. The modelled results will be used to determine the extent of the service allowed under the new pipeline in accordance with recognized engineering standards, and applicable codes.

Further, the Master Developer and City agree and acknowledge that the density allowed under this Agreement will require additional water source(s) and storage for full development of the Planned Community within Pressure Zone 3. The City currently has insufficient water storage in water Pressure Zone 3 and higher. Development into water Pressure Zone 3 and higher will require new water source(s) and storage. New water

source(s) and storage may be connected to existing improvements to allow full development within Pressure Zone 3 or may be designed and constructed separately as determined by the City in its master infrastructure planning efforts. Master Developer agrees to participate in providing information for the development of the City's water infrastructure plans and agrees to build infrastructure serving the Planned Community in accordance with such plans.

7.8. Culinary Water Infrastructure Improvements. Up to 700 residential units served by the 12" line on Mormon Trail shall be permitted to be constructed within the Planned Community subject to the condition that, within thirty (30) days of the execution of this Agreement, Master Developer shall commence preparation for the construction and installation of a water tank for Pressure Zone 3, including, (1) locating and procuring necessary land and equipment, (2) drilling a test well or wells as needed to provide adequate source capacity, and (3) coordinate the transfer of necessary water rights to the City from the test well or wells (collectively the "Water Prerequisites"). Prior to approval of each Preliminary Plat, the Master Developer shall provide to the City a written update of the Water Prerequisites, included estimated timelines for completion of each Water Prerequisite. The Master Developer shall commence construction of the new well(s) and tank, including design and permitting, upon the written request of the City following one of the following triggering events:

(a) The Lake View Business Park (LBP) reaches 66% utilization of the constructed capacity after two years from the date of the execution of this Agreement; or

(b) 50% utilization of the Lake View Business Park (LBP) well and tank is reached within two years from the date of the execution of this Agreement; or

(c) there have been 500 building permits issued for residential units within the Planned Community that utilize the 12" water line on Mormon Trail; or

(d) Fire flow, pressure tests, or other modeling determine that new Subdivisions within the Planned Community, and other developments served by the same water pressure zone, will have low operating pressure or low fire flow that cannot be resolved with additional looping. In this case, no further Subdivisions or Subdivision phase within the Planned Community will be approved until the wells and water tanks described in this section are completed and operable.

8. Upsizing/Reimbursements to Master Developer.

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

9. **Annexation.** Master Developer agrees to show public support and vote in favor of the annexation into the City of any portion of the Property outside of the City limits, which is also a part of the Planned Community. The Master Developer further agrees not to create any unreasonable hindrance to the annexation of such Property. Nothing in this Agreement shall obligate the City to annex Property into Grantsville City's boundaries.

10. **Default.**

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

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

- (a) **Specific Claim.** Specify the claimed event of Default;
- (b) **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
- (c) **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 forty-five (45) days duration, if weather conditions permit.

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

- (a) **Law and Equity.** All rights and remedies available at law and in equity, including, but not limited to, injunctive relief and/or specific performance.
- (b) **Security.** The right to draw on any security posted or provided in connection with the Subdivision and relating to remedying of the particular Default.

10.4. **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.

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

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

15. **Assignability.** The rights and responsibilities of Master Developer under this Agreement may be assigned in whole or in part, respectively, by Master Developer with the consent of the City as provided herein.

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

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

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

15.4. **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 Master Developer.

15.5. **Complete Assignment.** Master Developer may request the written consent of the City of an assignment of Master 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 Master Developer. The City shall be entitled to review and consider the ability of the proposed assignee to perform, including financial ability, past performance and experience. After review, if the City gives its written consent to the assignment, Master Developer shall be released from its obligations under this Agreement for that portion of the Property for which such assignment is approved.

16. **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.

17. **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 affect.

18. **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.

19. **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.

20. **Appointment of Representatives.** To further the commitment of the Parties to cooperate in the implementation of this Agreement, the City and Master Developer each shall designate and appoint a representative to act as a liaison between the City and its various departments and the Master Developer. The initial representative for the City shall be the Mayor. The initial representative for Master Developer shall be Travis Taylor. 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 Subdivision.

21. **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.

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

23. **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.

24. **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.

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

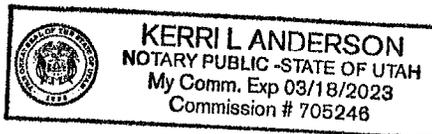
26. **Amendment.** This Agreement may be amended only in writing signed by the parties hereto.

On the 4th day of January, 2022 personally appeared before me Jesse Wilson ^{City Manager} 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

Kerri L Anderson
NOTARY PUBLIC

My Commission Expires: 3/18/2023

Residing at: Grantsville



MASTER DEVELOPER ACKNOWLEDGMENT

STATE OF UTAH)
) :ss.
COUNTY OF Towelee)

On the 17 day of December, 2021 personally appeared before me Stan Rowland, who being by me duly sworn, did say that he/she is the Representative of Northstar Ranch, LLC, a Utah limited liability company and is duly authorized by said company sign on its behalf.

Blaney
NOTARY PUBLIC

My Commission Expires: 11/04/2025

Residing at: Towelee Co, UT

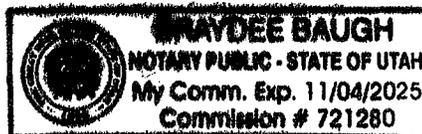


TABLE OF EXHIBITS

Exhibit "A"
Exhibit "B"

Legal Description of Property
Memorandum of Understanding

Exhibit "A"
Legal Description of Property

EXHIBIT A

Tax Parcel Numbers: 01-078-0-0017, 01-079-0-0003, 03-051-0-0007, 03-051-0-0008, 01-078-0-0020, 01-081-0-0006, 01-078-0-0019

NEW PARCEL 1:

PART OF SECTION 2 AND 3, TOWNSHIP 3 SOUTH, RANGE 6 WEST, SALT LAKE BASE AND MERIDIAN MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 2, AND RUNNING THENCE N89°42'20"E 2,645.06 FEET ALONG THE NORTH LINE OF SAID SECTION 2 TO THE NORTH QUARTER CORNER OF SAID SECTION 2; THENCE N89°43'47"E 647.83 FEET; THENCE S44°53'25"W 941.19 FEET; THENCE S75°55'06"W 749.19 FEET; THENCE S12°20'35"W 576.82 FEET; THENCE S47°38'49"W 368.58 FEET; THENCE S26°02'39"W 772.77 FEET; THENCE S41°43'05"W 431.97 FEET; THENCE S51°05'40"W 378.41 FEET; THENCE S26°24'37"W 414.13 FEET; THENCE S42°03'46"W 1,154.58 FEET; THENCE S28°07'46"W 998.52 FEET; THENCE S65°01'39"W 698.37 FEET; THENCE S89°51'42"W 44.44 FEET; THENCE S89°51'42"W 534.40 FEET; THENCE N00°06'12"E 2,645.68 FEET; THENCE N89°47'52"E 2,046.00 FEET; THENCE N00°06'00"E 2,650.62 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINS 229.496 ACRES, OR 9,996,843 SQUARE FEET

NEW PARCEL 3:

PART OF SECTION 1,3 AND 11, TOWNSHIP 3 SOUTH, RANGE 6 WEST, SALT LAKE BASE AND MERIDIAN MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE WEST QUARTER CORNER OF SECTION 11 AND RUNNING THENCE N00°18'23"E 2,649.92 FEET ALONG THE WEST LINE OF SECTION 11 TO THE SOUTHWEST CORNER OF SAID SECTION 2; THENCE S89°51'42"W 1,467.16 FEET ALONG THE SOUTH LINE OF SAID SECTION 3; THENCE N65°01'39"E 698.37 FEET; THENCE N28°07'46"E 998.52 FEET; THENCE N42°03'46"E 1,154.58 FEET; THENCE N26°24'37"E 414.13 FEET; THENCE N51°05'40"E 378.41 FEET; THENCE N41°43'05"E 431.97 FEET; THENCE N26°02'39"E 772.77 FEET; THENCE N47°38'49"E 368.58 FEET; THENCE N12°20'35"E 576.82 FEET; THENCE N75°55'06"E 749.19 FEET; THENCE N44°53'25"E 941.19 FEET; THENCE N89°43'47"E 590.38 FEET; THENCE S00°16'05"E 214.09 FEET; THENCE S00°09'02"E 60.00 FEET; THENCE N89°50'58"E 314.11 FEET; THENCE S00°09'02"E 125.42 FEET; THENCE S18°17'42"W 234.58 FEET; TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 540.00 FEET; AND TO WHICH POINT A RADIAL LINE BEARS S19°43'30"W THENCE 135.22 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 14°20'50", WITH A CHORD BEARING AND DISTANCE OF S63°06'05"E 134.87 FEET; TO THE BEGINNING OF A COMPOUND CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 3,398.29 FEET; THENCE 130.33 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 02°11'51", WITH A CHORD BEARING AND DISTANCE OF S54°49'44"E 130.32 FEET; TO THE BEGINNING OF A COMPOUND CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 3,398.29 FEET; THENCE 323.03 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 05°26'47", WITH A CHORD BEARING AND DISTANCE OF S51°00'25"E 322.91 FEET; TO THE BEGINNING OF A COMPOUND CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 3,398.29 FEET; THENCE 39.65 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF

00°40'07", WITH A CHORD BEARING AND DISTANCE OF S47°56'59"E 39.65 FEET; TO THE BEGINNING OF A COMPOUND CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 3,398.29 FEET; THENCE 466.97 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 07°52'23", WITH A CHORD BEARING AND DISTANCE OF S43°40'43"E 466.60 FEET; TO THE BEGINNING OF A COMPOUND CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 3,398.29 FEET; THENCE 188.48 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 03°10'40", WITH A CHORD BEARING AND DISTANCE OF S38°09'12"E 188.46 FEET; TO THE BEGINNING OF A REVERSE CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 572.61 FEET; AND TO WHICH POINT A RADIAL LINE BEARS N52°49'23"E THENCE 186.02 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 18°36'47", WITH A CHORD BEARING AND DISTANCE OF S46°29'00"E 185.20 FEET; THENCE S13°17'33"W 25.89 FEET; TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 13.00 FEET; THENCE 20.42 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00", WITH A CHORD BEARING AND DISTANCE OF S58°17'33"W 18.38 FEET; THENCE S19°20'47"W 80.45 FEET; THENCE S76°42'27"E 249.52 FEET; TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 865.00 FEET; THENCE 236.70 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 15°40'42", WITH A CHORD BEARING AND DISTANCE OF S84°32'48"E 235.96 FEET; THENCE S11°48'02"E 338.05 FEET; THENCE S61°37'49"W 1,717.94 FEET; THENCE S33°15'43"W 6,011.36 FEET TO A POINT ON THE QUARTER SECTION LINE OF SAID SECTION 11; THENCE S89°48'02"W 918.90 FEET ALONG SAID QUARTER SECTION LINE TO THE POINT OF BEGINNING.

PARCEL CONTAINS 511.848 ACRES, OR 22,296,116 SQUARE FEET.

PARCEL 4:

Part of Section 1, 2, 11 and 12, Township 3 South, Range 6 West, Salt Lake Base and Meridian more particularly described as follows: Beginning at the East Quarter corner of Section 11 and running thence South 89°48'02" West 4355.86 feet along the Quarter Section line of said Section 11; thence North 33°15'43" East 6011.36 feet; thence North 61°37'49" East 1717.94 feet; thence South 11°48'02" East 285.01 feet; thence South 21°15'02" East 64.37 feet; thence North 89°59'27" East 264.99 feet; thence South 00°00'33" East 189.88 feet to a point on the Quarter Section line of said Section 11; thence South 89°59'15" West 765.45 feet along said Quarter Section line to the West Quarter corner of said Section 11; thence South 00°05'59" West 1325.72 feet along the West line of said Section 1 to the Northwest corner of the Southwest Quarter of the Southwest Quarter of said Section 1; thence North 89°55'40" East 1229.25 feet along the North line of said Southwest Quarter of the Southwest Quarter of Section 1 to a point on the Westerly right-of-way of the Mormon Trail Road; thence along said Westerly right-of-way of the Mormon Trail Road the following five (5) calls: 1) thence South 16°27'26" West 1402.30 feet; 2) thence South 16°32'47" West 681.84 feet; 3) thence South 16°46'44" West 959.31 feet; 4) thence South 16°22'09" West 802.26 feet; 5) thence South 15°55'20" West 299.03 feet to a point on the Quarter Section line of Section 12; 6) thence South 89°48'30" West 84.42 feet along said Quarter Section line to the point of beginning.

LESS AND EXCEPTING: Commencing at the Northeast Corner of Section 11, Township 3 South, Range 6 West Salt Lake Base and Meridian (Basis of Bearing being South 00°38'09" West 2647.387 feet between the Northeast Corner and the East Quarter of said Section 11) and running South 00°38'09" West along the East line of said Section 11 for 641.015 feet; thence North 89°21'51" West perpendicular to said Section Line for 305.770 feet to the point of beginning; thence South 46°59'53" West 982.560 feet; thence North 43°00'07" West for 665.000 feet; thence North 46°59'53" East 982.560 feet; thence South 43°00'07" East for 665.000 feet to the point of beginning.

Exhibit "B"
Memorandum of Understanding

**GRANTSVILLE CITY
RESOLUTION NO. 2020-39**

**A RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN
GRANTSVILLE CITY AND NORTHSTAR RANCH, LLC AND TRAVIS TAYLOR
CONCERNING THE DEVELOPMENT OF THE NORTHSTAR RANCH SUBDIVISION.**

WHEREAS, this Memorandum of Understanding (MOU) is entered into as of the effective date (as indicated by the latest signature below) by and between Grantsville City (the “City”) and Northstar Ranch, LLC and Travis Taylor (collectively “Developer”); and

WHEREAS, Developer owns and seeks to development that certain real property located in Grantsville, City Utah, which property is located within the Northstar Planning Area; and

WHEREAS, Developer and the City Council have entered into this Memorandum of Understanding to memorialize the general understanding of the parties as it relates to the master plan for the Northstar Ranch Subdivision; and

WHEREAS, the City Council and Developer met in an open work meeting on March 17, 2020 and discussed the concept plan the future development of the Northstar Ranch Subdivision, the approved minutes from the work meeting are attached as “Exhibit A” and incorporated herein by reference; and

WHEREAS, Developer represented that the project comprises approximately 1,240 acres of real property and will be developed in such a way that the overall density of the project will not exceed 2.0 units per acre; and,

WHEREAS, Developer presented to the City Council the “Northstar Ranch Subdivision Master Plan” (the “Master Plan”), attached as “Exhibit B” and incorporated herein by this reference, which document shows the Northstar Ranch Subdivision being separated into six (6) areas, as well as potential arterial roads, potential trails, and current drainage swale corridors; and

WHEREAS, the City Council accepted the Master Plan as evidence of Developer’s

Resolution 2020-39
Page 2 of 3

intention to develop with an overall density no exceeding 2.0 units per acre; and

WHEREAS, the City Council and Developer agreed that the clustering of lots within individual development phases would be beneficial if such clustering allows for creative and beneficial development of open spaces within the Subdivision; and

WHEREAS, the City Council and Developer further agreed that the overall density of the project could not exceed 2.0 units per acre and the minimum lot size for phases 4-6 would not be lower than one-third (1/3) acre.

WHEREAS, the City Council hereby finds these actions are in the best interest of the public's health, safety, and general welfare.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF GRANTSVILLE CITY, STATE OF UTAH, AS FOLLOWS:

Section 1. Memorandum of Understanding. The City Council hereby authorizes the Mayor to enter into this Memorandum of Understanding ("MOU").

Section 2. Amendments. This MOU may be amended when such an amendment is agreed to in writing by all signatories. The amendment will be effective on the date it is signed by all signatories.

Section 3. Termination. If any signatory to this MOU determines that its terms will not or cannot be carried out, the party shall immediately consult with the other part(ies) to attempt to develop an amendment to this MOU. If within thirty (30) days an amendment cannot be reached, any signatory may terminate the MOU upon written notification to the other signatories.

Section 4. Duration. This MOU shall remain in effect for a period of ten (10) years after the date it takes effect, unless it is terminated prior to that time. If there are no objections from any signatory, the term of this MOU will be automatically extended for an additional ten

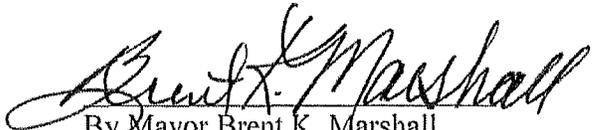
Resolution 2020-39
Page 3 of 3

(10) years, so long as the signatories agree to an extension at least thirty (30) days prior to the termination date. If any party objects to extending this MOU, or proposes amendments, the parties should consult to consider amendments to avoid termination.

Section 5. Severability Clause. If any part or provision of this Resolution is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other portion of this Resolution and all provisions, clauses and words of this Resolution shall be severable.

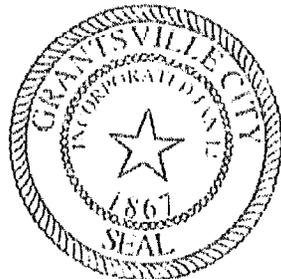
ADOPTED AND PASSED BY THE CITY COUNCIL OF GRANTSVILLE CITY, THIS
3rd DAY OF JUNE, 2020.

BY ORDER OF THE
GRANTSVILLE CITY COUNCIL

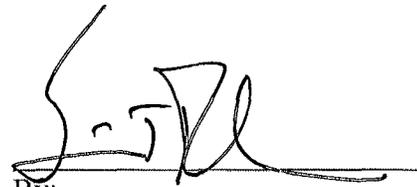

By Mayor Brent K. Marshall

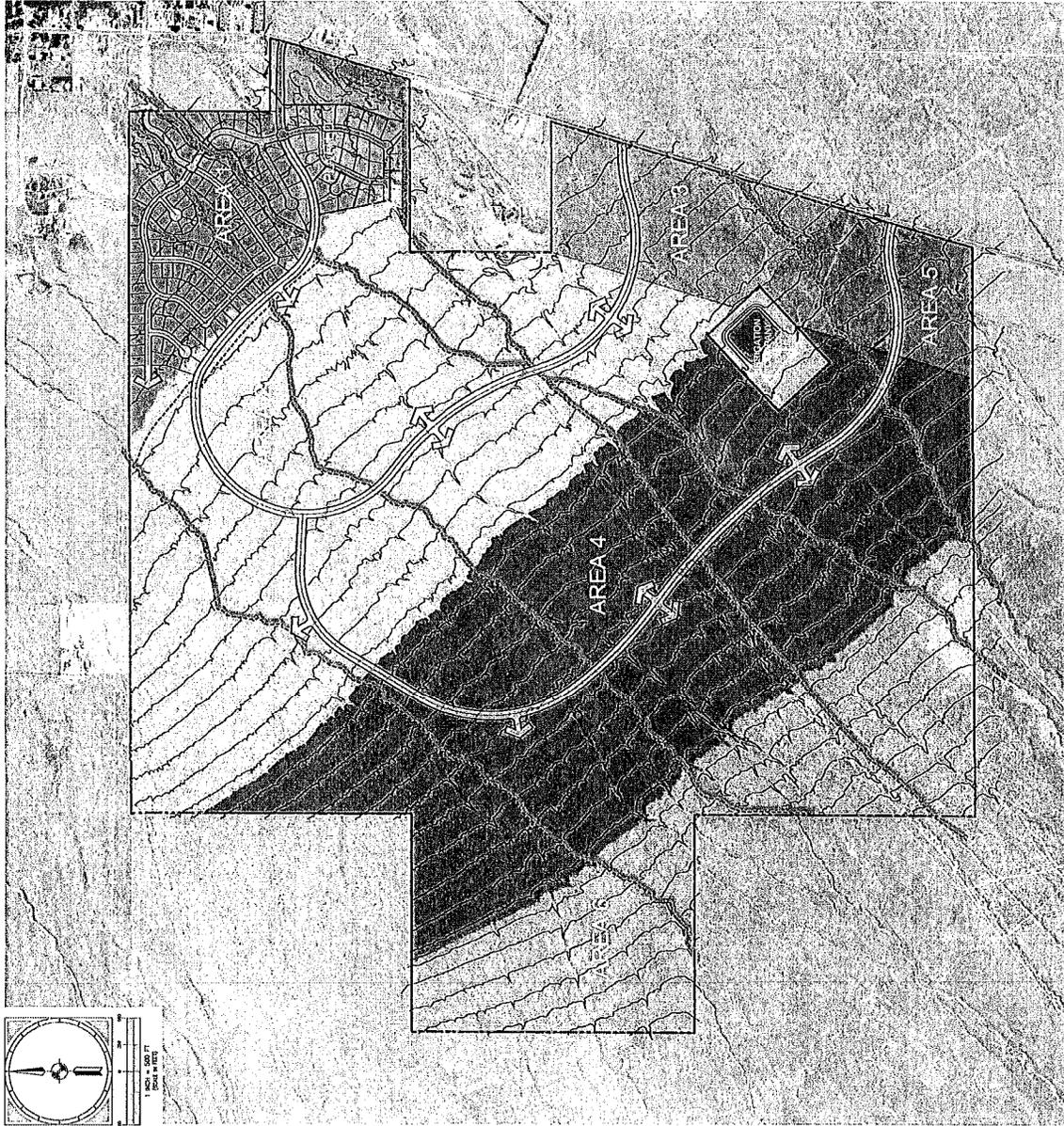
ATTEST


Christine Webb, City Recorder



NORTHSTAR RANCH, LLC


By:



LEGEND

	AREA #1 TOTAL ACRES 116.46 ACRES DENSITY 0.79 UNITS/ACRE NUMBER OF UNITS 147 UNITS
	AREA #2 TOTAL ACRES 401.12 ACRES DENSITY 2.66 UNITS/ACRE NUMBER OF UNITS 1062 UNITS
	AREA #3 TOTAL ACRES 64.04 ACRES DENSITY 3.40 UNITS/ACRE NUMBER OF UNITS 217 UNITS
	AREA #4 TOTAL ACRES 419.18 ACRES DENSITY 1.75 UNITS/ACRE NUMBER OF UNITS 731 UNITS
	AREA #5 TOTAL ACRES 46.22 ACRES DENSITY 3.00 UNITS/ACRE NUMBER OF UNITS 138 UNITS
	AREA #6 TOTAL ACRES 183.45 ACRES DENSITY 0.89 UNITS/ACRE NUMBER OF UNITS 164 UNITS
	AREAS 1-6 TOTAL TOTAL ACRES 1,096.57 ACRES DENSITY 2.00 UNITS/ACRE NUMBER OF UNITS 2,459 UNITS

ARTERIAL ROADS

POTENTIAL TRAILS

DRAINAGE SWALE CORRIDORS



NORTHSTAR RANCH SUBDIVISION MASTER PLAN

PROJECT: C19-031
SHEET: 1 OF 1
ISSUE DATE: 03/15/2010

Current Engineering Group Inc.
Shawnee - Civil - Surveying
10000 NE 10th St., Suite 100
Portland, OR 97220
503.253.8800

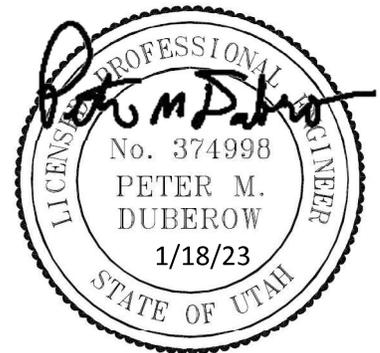
OWNER: Northstar Ranch, LLC
10000 NE 10th St., Suite 100
Portland, OR 97220
503.253.8800

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Northstar Ranch Infrastructure Master Plan

Submitted To:
Grantsville City
January 17, 2023

Prepared for:
Ivory Development
Prepared By:



EDM Partners





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Appendices

Appendix A – Figures

Appendix B - Drainage Calculations

Appendix C - Sanitary Sewer Calculations

Appendix D – Water Demand Calculations



1 INTRODUCTION

The Northstar Ranch project is located in Tooele County and is within the boundaries of Grantsville City. The project includes a total of 1,229.5. To date, eight phases have been platted and developed. This master plan has been completed to reflect the remaining developable land beginning with Phase 9. Of the total 1,229.5 acres, 1,113 acres remain to be developed, the majority will be developed by Ivory Development and the remainder will be developed by Westates (See Figure L-1, Appendix A for areas controlled by each entity).

This master plan has been developed to evaluate system needs for water, sanitary sewer, and storm drainage. The water and sanitary sewer master plan areas address all remaining developable area. These master plans were addressed in this manner because key master plan facilities like water source, water storage, water mains, and sewer mains must be sized to account for all North Star Ranch property. The storm drainage master plan has been completed for the Ivory Development property, only. Given that the Westates' property separated by an existing drainage, it is anticipated that their design and master plan efforts will account for their drainage design.

2 LAND USE MASTER PLAN

The overall project is allowed 2.0 units/acre. These units have been separated into six different development areas with varying densities assigned to each area. The following table is generated from the project development agreement and shows the allowable density for each area:

Northstar Ranch Master Plan Densities			
ID	Area (acre)	MP Density (units/acre)	Units
Area 1	117	1.25	146
Area 2	401	2.65	1,062
Area 3	64	3.40	217
Area 4	418	1.75	731
Area 5	46	3.00	138
Area 6	184	0.89	164
Totals	1,230		2,458

It should be noted that Area 1 has been platted and development is underway. No development has occurred in Areas 2-6. Refer to Appendix A, Figure L-1 for a depiction of the Northstar Ranch densities.

3 STORM DRAIN MASTER PLAN

The Northstar Ranch storm drain master plan was completed to identify the following:

- Define drainage basins based on existing drainage patterns (See Figure 2, Appendix A).
- Evaluate line sizing based on site specific hydrology.
- Evaluate storage requirements prior to discharge. Per the Updated Grantsville CFP (Ensign Engineering, Robert Rousselle, PE, 2022), release rates to existing Pope and Baker drainages are limited to 0.01 cfs/ac during a 100-year storm. It is not clear how the city will reimburse developers for the significant reduction of release rates below pre-existing conditions.



3.1 EXISTING DRAINAGE PATTERNS

The site currently drains from southwest to northeast. There five existing drainage swales that cross the site in this direction. The project is crossed by two major watersheds identified as Pope, on the north, and Baker, on the south.

3.2 PROPOSED DRAINAGE BASINS AND DRAINAGE CONCEPT

The following bullets summarize the drainage concept for Northstar Ranch:

- As mentioned above, there are five existing drainage channels that cross the site. It is proposed that these channels remain open except for roadway crossings.
- The site has been separated into 27 preliminary drainage basins. The basins were developed based on preliminary road locations, major drainage crossings, and existing contours.
- Detention / infiltration ponds will be provided for each drainage basin prior to release to one of the five drainages. Refer to figure SD-1 in Appendix A for the **locations** of each drainage basin. The Ponds will be designed to retain the 80th percentile storm and release to existing drainages at 0.01 cfs/acre.
- There are areas upstream of the Northstar Ranch property that drain to the project. To address the offsite drainage, cutoff ditches are proposed along the western and southern boundaries. These ditches will divert stormwater flows to the five drainage that are to be preserved with the development of Northstar Ranch.

Allowable Discharge and Infiltration

Per the Grantsville City CFP, discharge to the Pope and Baker drainages is limited to 0.01 cfs/acre. This reduced release rate has been incorporated into sizing of the detention / infiltration ponds. While exact infiltration rates for each pond location are not known, IGES did provide an analysis of five test pit locations. Infiltration rates varied from 1.5 in/hour to 15in/hour. The geotechnical investigation showed that the majority of the test pits included good free draining material, but in some cases, a silty layer was overlain these sandy gravels. Based on the project geotechnical investigation, also completed by IGES, it is assumed that higher infiltration rates are achievable throughout most of site by excavating through the upper silty layers to the sandy gravel layers below, below.

Robert Schmitt

To complete the master planning process, it was assumed that 5 in/hr was achievable. It is understood that site specific infiltration data will be required for each site as development occurs. These subsequent investigations will occur as needed as each respective phase is developed.

3.3 HYDROLOGY

Precipitation Data

Storm precipitation data was found on the Precipitation Frequency Data Server found on the National Oceanic and Atmospheric Administration website. The precipitation information is taken from the NOAA Atlas 14, Volume 1, Version 5. A summary of this precipitation data is provided in Appendix B.



Rational Method

The rational method was used to complete this storm drainage analysis. The project has been divided into 27 drainage basins (as shown on SD-1, Appendix A). Each of these basins, is well below the recommended maximum drainage basin size of 200 acres for the use of the rational method. The results of these calculations are summarized in Appendix B.

$$Q = (CIA)$$

where:

- Q = Flow, ft³/s
- C = Dimensionless runoff coefficient (see table below)
- I = Rainfall intensity, in/hr (rainfall depth / time of concentration)
- A = Drainage area, acres (see appendix B)

Runoff Coefficients for Rational Formula			
Type of Drainage Area	Runoff Coeff., C*	Type of Drainage Area	Runoff Coeff., C*
Business:		Lawns:	
Downtown areas	0.70 - 0.95	Sandy soil, flat, 2%	0.05 - 0.10
Neighborhood areas	0.50 - 0.70	Sandy soil, average, 2 - 7%	0.10 - 0.15
Residential:		Sandy soil, steep, 7%	
Single-family areas	0.30 - 0.50	Heavy soil, flat, 2%	0.13 - 0.17
Multi-units, detached	0.40 - 0.60	Heavy soil, average, 2 - 7%	0.18 - 0.22
Multi-units, attached	0.60 - 0.75	Heavy soil, steep, 7%	0.25 - 0.35
Suburban		Streets:	
Apartment dwelling areas	0.50 - 0.70	Asphaltic	0.70 - 0.95
Industrial:		Concrete	
Light areas	0.50 - 0.80	Brick	0.70 - 0.85
Heavy areas	0.60 - 0.90	Drives and walks	0.75 - 0.85
Parks, cemeteries	0.10 - 0.25	Roofs	0.75 - 0.95
Playgrounds	0.20 - 0.40	*Higher values are usually appropriate for steeply sloped areas and longer return periods because infiltration and other losses have a proportionally smaller effect on runoff in these cases.	
Railroad yard areas	0.20 - 0.40		
Unimproved areas	0.10 - 0.30		
American Society of Civil Engineers, 1960. Design Manual for Storm Drainage, New York, NY.			

To calculate a weighted runoff coefficient for each basin the following assumptions were made:

- ROW was assumed to be 30% of the basin area and 75% of the ROW is assumed to be impervious.
- Impervious areas on individual lots will vary based on master plan densities provided in Section 2.
 - Roof areas will vary from 1,800 ft² on the smaller lots to 3,500 ft² on the larger lots
 - It was assumed that lot paved areas will be approximately 760 ft² per lot to account for driveway and patios.



Time of Concentration

Time of concentration is calculated as the sum of the sheet flow travel time, shallow concentrated flow travel time and conduit travel time. The formulas for each of these segments were taken from Federal Highway Administration Hydraulic Engineering Circular No. 22, Third Edition, Urban Drainage Design Manual, 2009 (Refer Appendix B for Pre and Post time of concentration calculations).

Sheet flow travel time

$$T_{ti} = \frac{0.933}{I^{0.4}} \left(\frac{nL}{\sqrt{S}} \right)^{0.6}$$

where:

- T_{ti} = Sheet flow travel time, min
- n = Manning’s roughness coefficient
- L = Flow length, ft
- I = Rainfall intensity, in/hr
- S = Surface slope, ft/ft

Manning's Roughness Coefficient (n) for Overland Sheet Flow.	
Surface Description	n
Smooth asphalt	0.011
Smooth concrete	0.012
Ordinary concrete lining	0.013
Good wood	0.014
Brick with cement mortar	0.014
Vitrified clay	0.015
Cast iron	0.015
Corrugated metal pipe	0.024
Cement rubble surface	0.024
Fallow (no residue)	0.05
Cultivated soils	
Residue cover # 20%	0.06
Residue cover > 20%	0.17
Range (natural)	0.13
Grass	
Short grass prairie	0.15
Dense grasses	0.24
Bermuda grass	0.41
Woods*	
Light underbrush	0.40
Dense underbrush	0.80
*When selecting n, consider cover to a height of about 30 mm. This is only part of the plant cover that will obstruct sheet flow.	
Federal Highway Administration Hydraulic Engineering Circular No. 22, Third Edition, Urban Drainage Design Manual, 2009.	



Shallow concentrated flow velocity

$$V = 3.28kS_p^{0.5}$$

where:

- V = Velocity, ft/s
- k = Intercept coefficient (see table below)
- S_p = Slope, percent

Intercept Coefficients for Velocity	
Land Cover/Flow Regime	k
Forest with heavy ground litter; hay meadow (overland flow)	0.076
Fallow or minimum tillage cultivation; contour or strip cropped; woodland (overland flow)	0.152
Short grass pasture (overland flow)	0.213
Cultivated straight row (overland flow)	0.274
Nearly bare and untilled (overland flow); alluvial fans in western mountain regions	0.305
Grassed waterway (shallow concentrated flow)	0.457
Unpaved (shallow concentrated flow)	0.491
Paved area (shallow concentrated flow); small upland gullies	0.619
Federal Highway Administration Hydraulic Engineering Circular No. 22, Third Edition, Urban Drainage Design Manual, 2009.	

Pipe flow velocity

$$V = \frac{1.49}{n} R^{2/3} S^{1/2}$$

where:

- n = Manning's roughness coefficient
- V = Velocity, ft/s
- R = Hydraulic radius, ft (flow area divided by the wetted perimeter)
- S = Slope, ft/ft

Time of concentration for shallow concentrated and pipe flow

$$T_{ti} = \frac{L}{60V}$$

where:

- T_{ti} = Travel time for segment, min
- L = Flow length for segment, ft
- V = Velocity for segment, ft/s



3.4 HYDRAULICS

Pipe Sizing

Manning’s Equation is used to size the pipes and open channels on this site. At this level of Master Planning, Pipe Sizing was completed for the total flow from each basin at a pipe slope of 1%. Additional pipe sizing calculations will be completed at the phase level based on sub basin hydrology and actual pipe slope. Manning’s Equation is explained below and a summary of the calculations for this project are included in Appendix B.

Manning’s Equation

$$Q = \frac{1.49}{n} AR^{2/3} S^{1/2}$$

where:

- n = Manning’s roughness coefficient
- A = Flow Area, sf
- Q = Flow, cfs
- R = Hydraulic radius, ft (flow area divided by the wetted perimeter)
- S = Slope, ft/ft

Typical Channel and Pipe Manning's Roughness Coefficients			
Lining Type	Maximum n	Typical n	Minimum n
Concrete	0.015	0.013	0.011
Plastic Pipe (smooth)	0.015	0.012	0.009
Grouted Riprap	0.040	0.030	0.028
Stone Masonry	0.042	0.032	0.030
Soil Element	0.025	0.022	0.020
Asphalt	0.018	0.016	0.016
Bare Soil	0.025	0.020	0.016
Rock Cut	0.045	0.035	0.025
Open-weave textile	0.028	0.025	0.022
Erosion control blanket	0.045	0.035	0.028
Turf reinforcement mat	0.036	0.030	0.024
Federal Highway Administration Hydraulic Engineering Circular No. 22, Third Edition, Urban Drainage Design Manual, 2009.			

Detention Pond Sizing

For the purposes of detention pond sizing, this site was divided into drainage basins. Based on the existing channels, preliminary roads, and existing grades, 27 drainage basins were identified. The master plan level detention pond sizing considers 100-yr runoff, release to existing channels, and infiltration. It is understood that the 80th percentile storm must be retained and infiltrated on site. This is proposed to be accomplished by providing dead storage below the outlet elevation. The required 80th percentile storage volume has been calculated based on Utah requirements. Refer to Appendix B for storage sizing calculations.



4 SANITARY SEWER MASTER PLAN

The Northstar Ranch Sanitary Sewer Master Plan was completed to identify the following:

- Points of connection.
- Master Planning level design per R317 (Utah Department of Environmental Quality, 2022) and Grantsville City Standards as defined by the 2022 Grantsville CFP and IFPP.
- Line sizing based on flows and proposed grades.

4.1 ASSUMPTIONS

The proposed project will serve 2,458 Equivalent Residential Units (ERC's). The following assumptions have been incorporated into the Sanitary Sewer Master Plan:

- Pipe Material: SDR 35 PVC
- Manning's $n = 0.013$
- Average annual Daily Flow (AADF) = 150 gpd/ERC (Grantsville CFP)
- Max Daily Flow (MDF) = 600 gpd/ERC (Grantsville CFP)
- Minimum slope for 8" main = 0.50%
- Minimum slope for 10" and above per State of Utah Department of Environmental Quality R317 provided 2 ft/s scour velocities can be maintained.

4.2 LINE SIZING

The Northstar Property has been divided into **four** collection areas as illustrated on figure SS-1 (See Appendix A). These areas incorporate **total units based** on master planned densities. Sanitary Sewer collection lines have been sized to convey the MDF at 2/3 Full. In most areas, minimum pipe size and minimum slope is adequate to convey the MDF. Calculations for Sanitary Sewer Flows and Line Sizing can be found in Appendix C.

5 WATER SYSTEM MASTER PLAN

The Northstar Ranch Water System Master Plan was completed to identify the following:

- Points of connection.
- Pressure zones
- Water System Demands per Utah Division of Drinking Water R309-510 (Utah Department of Environmental Quality, 2022) and Grantsville City Standards as defined by the 2022 Grantsville CFP and IFPP. Demand Calculations are included for Zone 3 and above. This represents approximately 2,312 potential ERU's of the total 2,458 ERU's allowed.
- Line sizing for primary distribution mains.

Refer to figure W-1, Appendix A, for the Water System Master Plan figure.



5.1 WATER DEMANDS

The R309-510 requires evaluation of water demands for source, storage, line sizing, and water rights. In accordance with R309-510, the following summarizes the calculated demands for indoor and outdoor uses (refer to Appendix D for more Information):

Indoor

- Source: Water systems must be designed to meet the peak day demand of the project.
 - Peak Day: 275 gpd / unit (Grantsville CFP)
- Storage: Water Systems must be designed with storage for the average day demand in addition to fire flow storage
 - Average Day Indoor Storage: 195 gallons / unit (Grantsville CFP)
 - Fire Flow Storage: 1,500 gpm for 2 hours = 180,000 gallons (provided in each zone)
- Water Rights must meet the annual demand of the project.
 - Water Right: 0.218 ac-ft / unit (Grantsville CFP)
- Line Sizing: Water Systems must be meet the following (Includes indoor and outdoor flows):
 - Minimum Pressure During Peak Day Demand = 40 psi (UDDW)
 - Minimum Pressure During Peak Instantaneous Demand = 30 psi (UDDW)
 - Minimum Pressure During Peak Day + Fire Flow Demand = 20 psi (UDDW)

Outdoor: Outdoor Demands are tied to irrigated acreage. The project is in Utah Consumptive Use Zone 4. Values presented, below, reflect the irrigation and are based on the use of xeriscaping and efficient irrigation systems.

- Source: Water systems must be designed to meet the peak day demand of the project.
 - Peak Day: 5,760 gpd / irrigated acre (Grantsville CFP)
- Storage: Water Systems must be designed with storage for the average day outdoor demand
 - Outdoor Storage: 2,880 gallons / irrigated acre (Grantsville CFP)
- Water Rights must meet the annual demand of the project.
 - Water Right: 2.28 ac-ft / irrigated acre (Grantsville CFP)

All Water system demand calculations are provided in Appendix D.

5.2 LINE SIZING

Both Indoor and outdoor demands will be provided by the Grantsville City Public Drinking Water System. Water Line Sizing Calculations have been completed for key transmission pipelines. It is assumed that the remainder of the water system network will be served with 8" mains provided adequate connectivity and appropriate transmission sizing. The Key transmission line sizes that have been evaluated are as follows (Analyses were completed for Peak Day + Fire Flow and Peak Instantaneous):

- Zone 3 Transmission
- Zone 4 Transmission
- Zone 5 Transmission

In addition to the transmission sizing, water line sizing was completed for the water mains from proposed well site(s) to each transmission line, Zone 3 to Zone 4 BPS, and Zone 4 to Zone 5 BPS



Line sizing was completed using the Hazen Williams formula for each design scenario. Refer to the water system master plan figure in Appendix A and the Water System Calculations in Appendix D for more information.

5.3 SOURCE DEVELOPMENT

Based on the demand calculations, new source(s) will be required to supply the required 2,409 gpm in new source demand. A separate study was conducted to evaluate potential well sites. Based on the findings of the well siting study, it is anticipated that two or more wells will be required to meet the source demand. Preliminary well locations are shown on the water system master plan figure and are based on the findings in the well siting study.

5.4 PRESSURE ZONES

The Northstar Ranch water system is intended to match the proposed pressure zones shown in the Grantsville City CFP. The table below summarizes the Pressure Zone breaks, HGL Elevations, and top and bottom zone pressures. The water system master plan also depicts the location of each pressure zone.

Northstar Ranch Pressure Zones					
Zone ID	Overflow Elevation (ft)	Top Elevation (ft)	Pressure @ Top (psi)	Bottom Elevation (ft)	Pressure @ Bottom (psi)
2	4610	4484	54.5	4413	85.3
3	4712	4585	55.0	4484	98.7
4	4862	4712	64.9	4585	119.9
5	5012	4862	64.9	4712	129.9



6 WORKS CITED

- Ensign Engineering, Robert Rousselle, PE. (2022). *Grantsville City Capital Facilities Plan, Impact Fee Facilities Plan, and Impact Fee Analysis Updates*. Sandy: Ensign.
- IGES. (2022). *Geotechnical Investigation Northstar Ranch Subdivision*. Draper: IGES.
- NOAA. (2022). *NOAA Atlas 14 Point Precipitation Frequency Estimates*. Retrieved from National Weather Service: http://hdsc.nws.noaa.gov/hdsc/pfds/pfds_map_cont.html?bkmrk=ut
- US Department of Transportation. (2009). *Hydraulic Engineering Circular No. 22, Third Edition*. Washington DC: Federal Highway Administration.
- Utah Department of Environmental Quality. (2022). *R309. Environmental Quality, Drinking Water*. Salt Lake City: UDEQ.
- Utah Department of Environmental Quality. (2022). *R317. Environmental Quality, Water Quality*. Salt Lake City: UDEQ.

DRAFT



Appendix A – Figures

DRAFT



2818 East 3000 South, Salt Lake City, UT 84109
 (801) 366-6700 www.edmpartners.com



SCALE: 1" = 400'
 0 200 400 800 1200

OWNER:
 Ivory Development
 1400 East 1000 South
 Salt Lake City, UT 84117
 801-747-7000



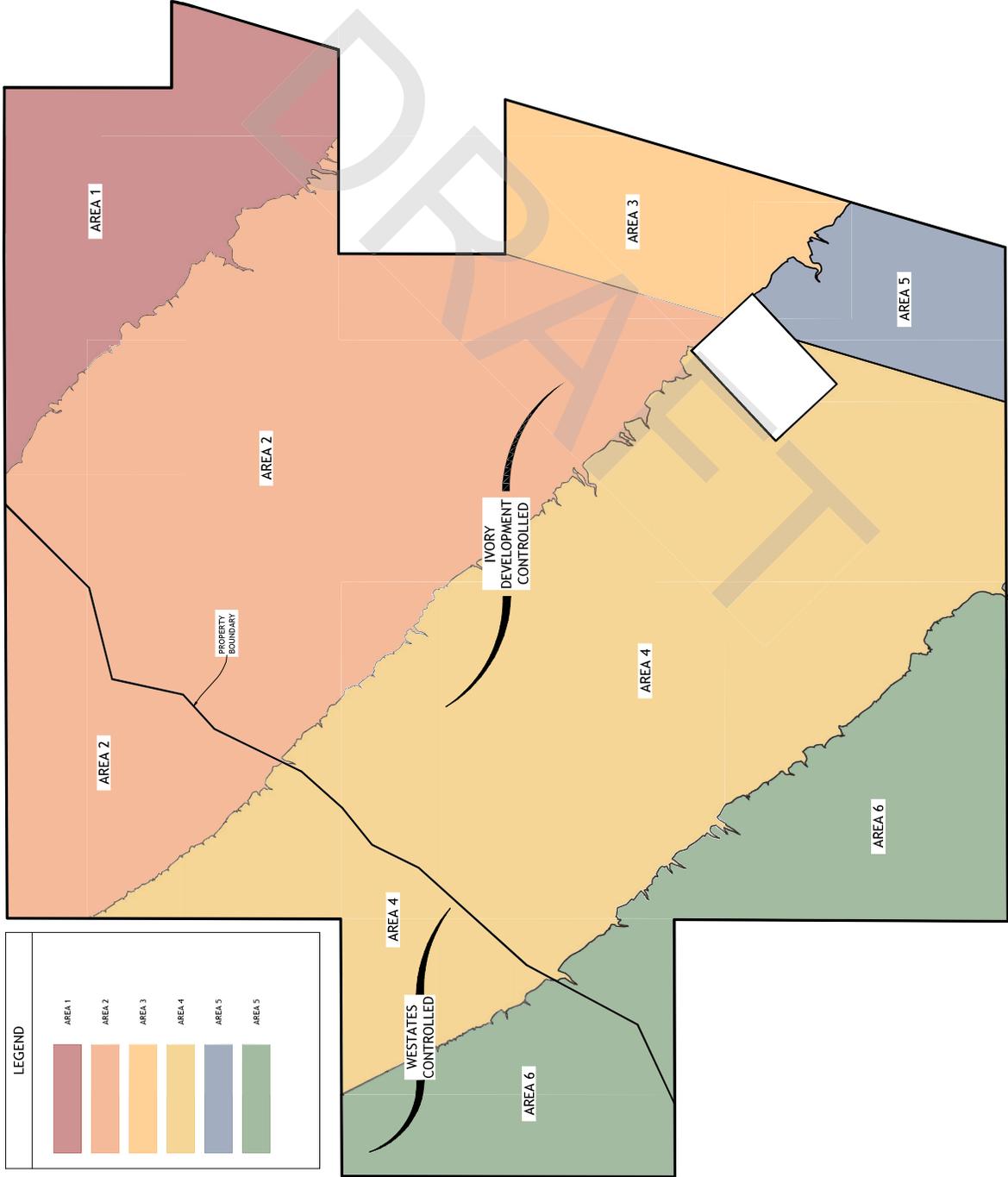
NOTES:
 1. All sanitary sewer improvements shall conform to the standards and specifications of Gravelville City.
 2. All pressurized irrigation improvements shall conform to the standards and specifications of Gravelville City.
 3. All improvements shall conform to the standards and specifications of Gravelville City.
 4. Gravelville City, in its public right-of-way shall conform with the standards and specifications of Gravelville City.
 5. All improvements shall conform to the standards and specifications of Gravelville City.
 6. All improvements shall conform to the standards and specifications of Gravelville City.
 7. All improvements shall conform to the standards and specifications of Gravelville City.
 8. All improvements shall conform to the standards and specifications of Gravelville City.
 9. All improvements shall conform to the standards and specifications of Gravelville City.
 10. All improvements shall conform to the standards and specifications of Gravelville City.

Northstar Ranch Master Plan Densities:

ID	Area (acre)	MP Density	Units
Area 1	116.46	1.25	146
Area 2	401.11	2.05	1029
Area 3	64.04	3.40	217
Area 4	418.18	1.75	731
Area 5	46.22	3.00	138
Area 6	83.48	0.89	164
Totals	1229.50		2458.00

Ivory Property Unit	Area (ac-ft)	MP Density	Units
Area 1	0	0.00	0
Area 2	1379990	315.83	2,643
Area 3	2799660	64.04	3,400
Area 4	1699040	343.18	1,750
Area 5	2038907	46.22	3,000
Area 6	4719368	116.44	9,291
Totals	863,371		16,084

Westgate Property Unit	Area (ac-ft)	MP Density	Units
Area 1	5072847	116.46	1,750
Area 2	3712865	83.54	1,880
Area 3	336954	0.00	0
Area 4	3017098	68.26	8,891
Area 5	3017098	68.26	8,891
Totals	346,915		516



LEGEND

- AREA 1
- AREA 2
- AREA 3
- AREA 4
- AREA 5
- AREA 6

Northstar Ranch

Density Allocation

PROJECT: _____
 DRAWN BY: KMW
 REVIEWED BY: PMD
 SCALE: _____
 DATE: _____
 REMARKS: _____

DATE: January 17, 2023
 SHEET NUMBER: L-1



2816 East 3000 South, Salt Lake City, UT 84109
 (801) 366-6700 www.edmpartners.com



SCALE: 1" = 500'
 0 250 500 1000 1500

OWNER:
 Ivory Development
 1000 East 3000 South
 Salt Lake City, UT 84117
 801-747-7000



Utah's Number One Homebuilder

- NOTES:**
- All sanitary sewer improvements shall conform with the standards and specifications of Graniteville City.
 - All proposed irrigation improvements shall conform with the standards and specifications of Graniteville City.
 - All proposed irrigation improvements shall conform with the standards and specifications of Graniteville City.
 - Graniteville City, in the public right-of-way shall conform with the standards and specifications of Graniteville City.
 - APWA standards and specifications shall apply to all sanitary sewer lines.
 - Horizontal and vertical location of all utilities shall be shown on this plan.
 - For all utility work, a 6" brass cap marking shall be installed at the intersection of the utility line and the street.

Northstar Ranch

Storm Drain Master Plan

PROJECT:
 DRAWN BY: KMW
 REVIEWED BY: PMD
 DATE: 1/17/2023

REVISIONS:
 NO. DATE: REMARKS

DATE: January 17, 2023

PROJECT NUMBER: SD-1

LEGEND

- DRAINAGE BASIN
- POND
- EXISTING DRAINAGE
- 2" MAJOR CONTOUR
- 5" MINOR CONTOUR
- PROJECT BOUNDARY
- CUTOFF DITCH

DRAINAGE BASIN SUMMARY

DRAINAGE ID	DRAINAGE AREA (AC)	RATIONAL C
1.A	31.66	0.48
1.B	39.43	0.48
1.C	21.50	0.46
1.D	21.71	0.44
1.E	31.22	0.43
2.A	20.08	0.48
2.B	64.00	0.44
2.C	30.25	0.46
2.D	33.26	0.43
2.E	14.11	0.39
3.A	61.76	0.48
3.B	24.38	0.48
3.C	29.88	0.46
3.D	15.60	0.44
3.E	20.38	0.43
3.F	61.09	0.41
3.G	36.32	0.43
3.H	34.16	0.39
4.A	14.99	0.48
4.B	26.33	0.47
4.C	18.44	0.43
4.D	34.48	0.43
4.E	29.37	0.46
5.A	36.38	0.45
5.B	28.67	0.47
5.C	35.73	0.45
5.D	19.27	0.43





2818 East 3300 South, Salt Lake City, UT 84109
 (801) 366-6700 www.edmpartners.com



SCALE: 1" = 500'
 0 250 500 1000 1500

OWNER:
 Ivory Development
 1400 East 3300 South
 Salt Lake City, UT 84117
 801-747-7000



NOTES:
 1. All sanitary sewer improvements shall conform with the standards and specifications of Gravelite City.
 2. All proposed irrigation improvements shall conform with the standards and specifications of Gravelite City.
 3. All proposed irrigation improvements shall conform with the standards and specifications of Gravelite City.
 4. Gravelite City, as the public, right-of-way owner, shall conform with the standards and specifications of Gravelite City.
 5. All proposed irrigation improvements shall conform to APWA standards and specifications.
 6. All proposed irrigation improvements shall be installed in accordance with the horizontal and vertical location of all utilities prior to beginning work.
 7. The Southeast Corner of Section 2, Township 3 North, Range 10 East, S18BM.

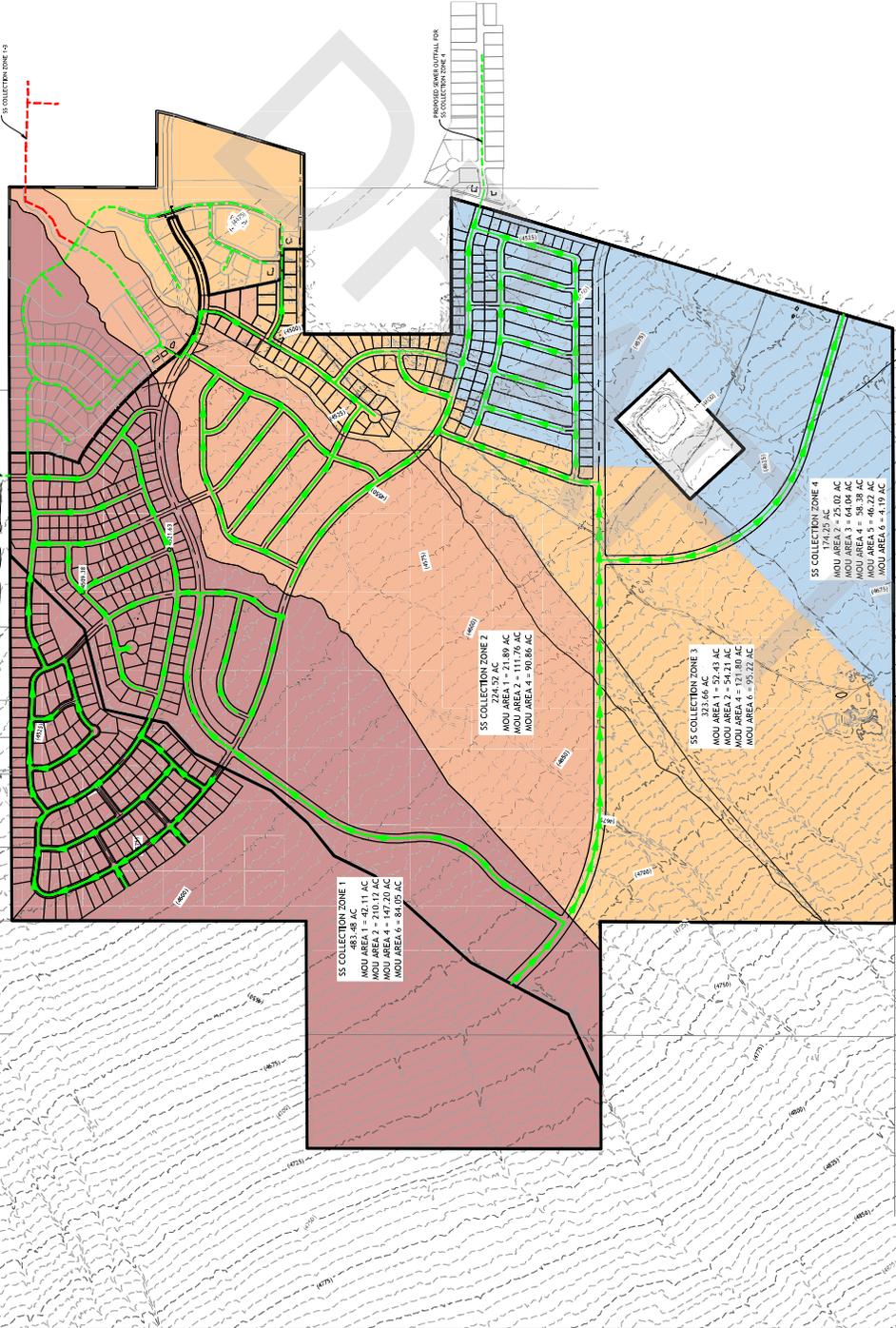
Northstar Ranch

Sewer System Master Plan

PROJECT: KMW
 DRAWN BY: KMW
 REVIEWED BY: PMD
 DATE: 1/17/2023
 SHEET NO: SS-1

DATE: January 17, 2023
 SHEET NUMBER: SS-1

LEGEND	
[Red Box]	35 COLLECTION ZONE 1
[Orange Box]	35 COLLECTION ZONE 2
[Yellow Box]	35 COLLECTION ZONE 3
[Blue Box]	35 COLLECTION ZONE 4
[Dashed Line]	25' MAJOR CONTOUR
[Dashed Line]	5' MINOR CONTOUR
[Green Line]	8" SEWER LINE
[Red Line]	12" SEWER LINE
[Dashed Green Line]	EX. 8" SEWER LINE
[Dashed Red Line]	EX. 12" SEWER LINE
[Black Line]	PROJECT BOUNDARY



35 COLLECTION ZONE 1
 MOU AREA 1 = 42.11 AC
 MOU AREA 2 = 48.48 AC
 MOU AREA 3 = 47.00 AC
 MOU AREA 4 = 147.20 AC
 MOU AREA 5 = 84.05 AC

35 COLLECTION ZONE 2
 MOU AREA 1 = 71.89 AC
 MOU AREA 2 = 111.76 AC
 MOU AREA 3 = 90.89 AC

35 COLLECTION ZONE 3
 MOU AREA 1 = 52.43 AC
 MOU AREA 2 = 54.21 AC
 MOU AREA 3 = 59.72 AC

35 COLLECTION ZONE 4
 MOU AREA 1 = 24.25 AC
 MOU AREA 2 = 25.02 AC
 MOU AREA 3 = 64.68 AC
 MOU AREA 4 = 46.22 AC
 MOU AREA 5 = 4.19 AC

MANHOLE 8068-02 (12") FOR 35 COLLECTION ZONE 1

MANHOLE 8068-03 (12") FOR 35 COLLECTION ZONE 4



2818 East 3300 South, Salt Lake City, UT 84109
 (801) 366-6700 www.edmpartners.com



SCALE: 1" = 500'
 0 250 500 1000 1500

OWNER:
 Ivory Development
 10000 South 1000 East
 Salt Lake City, UT 84117
 801-747-7000



NOTES:
 1. All sanitary sewer improvements shall conform with the standards and specifications of Graniteville City.
 2. All proposed irrigation improvements shall conform with the standards and specifications of Graniteville City.
 3. All proposed water line improvements shall conform with the standards and specifications of Graniteville City.
 4. Graniteville City, in the public right-of-way shall conform with the standards and specifications of Graniteville City.
 5. All proposed water line improvements shall conform with the standards and specifications of AWWA.
 6. All proposed water line improvements shall conform with the standards and specifications of AWWA.
 7. The Southeast Corner of Section 2, Township 3 N, Range 10 E, S18M.

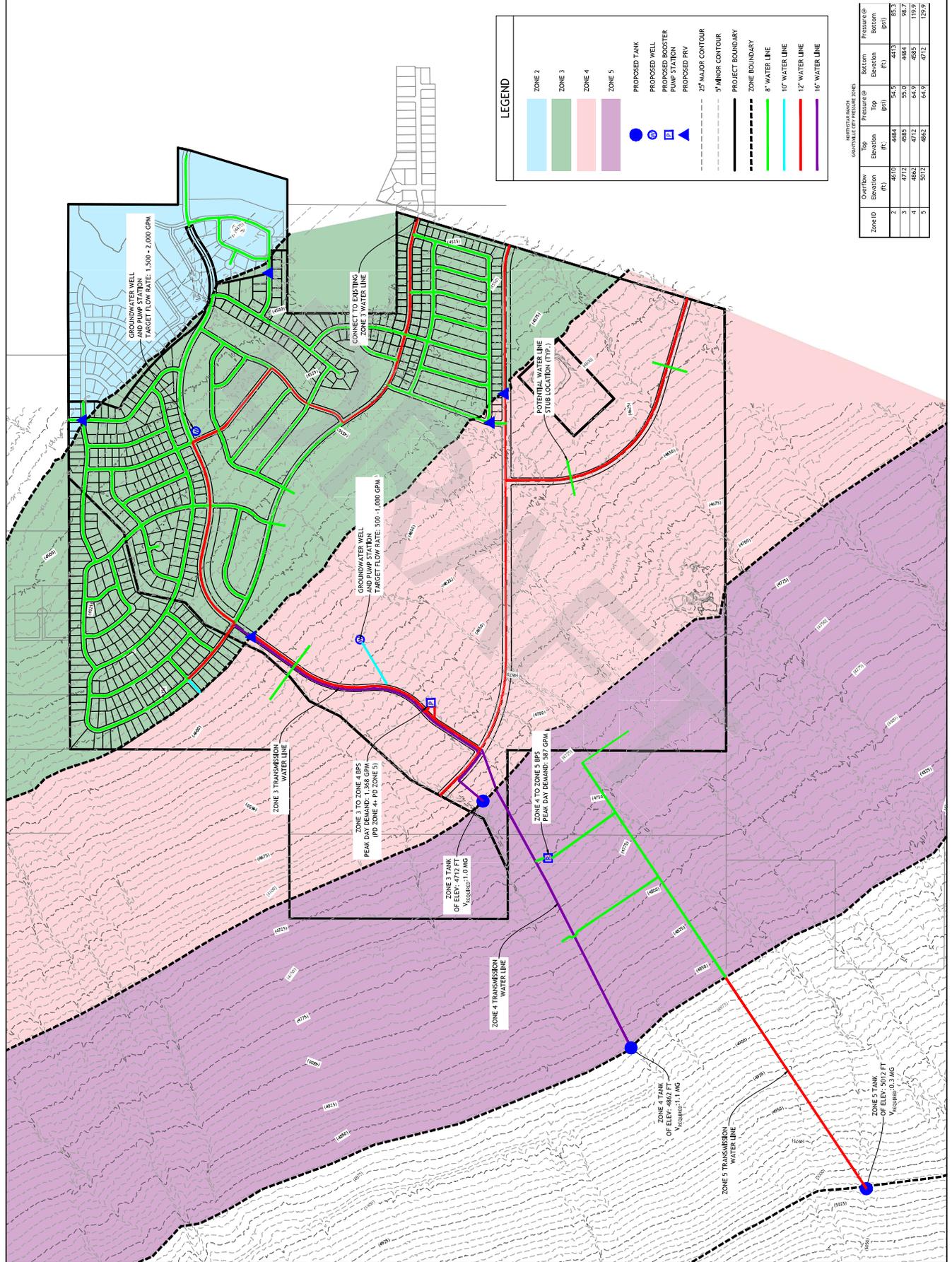
PROJECT:
 Northstar Ranch
 DRAWN BY:
 KMW
 REVIEWED BY:
 PMD
 DATE:
 1/17/2023

Water System Master Plan
 PROJECT:
 DRAWN BY:
 REVIEWED BY:
 DATE:

REMARKS:

DATE: January 17, 2023

PROJECT NUMBER: W-1



LEGEND

- ZONE 2
- ZONE 3
- ZONE 4
- ZONE 5
- PROPOSED TANK
- PROPOSED WELL
- PROPOSED BOOSTER PUMP STATION
- PROPOSED PVI
- 25' MAJOR CONTOUR
- 5' MINOR CONTOUR
- PROJECT BOUNDARY
- ZONE BOUNDARY
- 8" WATER LINE
- 10" WATER LINE
- 12" WATER LINE
- 16" WATER LINE

HYDRAULIC ANALYSIS
 GROUNDWATER PRESSURE ZONES

Zone ID	Overflow Elevation (ft)	Top Elevation (ft)	Bottom Elevation (ft)	Pressure @ Bottom (psi)
2	4650	4650	4415	8.87
3	4650	4650	4415	8.87
4	4650	4712	4655	119.9
5	5012	4862	4712	129.9

WHEN RECORDED, RETURN TO:

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

**GRANTSVILLE CITY
DEVELOPMENT AGREEMENT
FOR
NORTHSTAR RANCH SUBDIVISION, PHASES 4-9**

THIS MASTER DEVELOPMENT Agreement (“**Agreement**”) is made and entered as of the 3rd day of June, 2020, by and between Grantsville City, a municipal corporation of the State of Utah (“**City**”) and Northstar Ranch Development, 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 residential 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 Northstar Ranch Development, 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 Northstar Ranch P.U.D., Phases 4-9, ninety-four (94) 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 located within the Northstar Planning Area 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 R-1-21 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, 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, 2025. If Developer has not been declared to be currently in Default as of January 31, 2025 (and if any such Default is not being cured) then this Agreement shall be automatically extended until January 31, 2030. This Agreement shall also terminate automatically at Buildout.

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

6. **Public Infrastructure.**

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

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

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

6.4. **Timing of Completion of Public Infrastructure.** In accordance with the diligence requirements for the various types of approvals as described in the GLUDMC, construction of the required Public Infrastructure shall be completed within one (1) year of final plat approval for each phase. 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 for each phase.

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

6.6. **City Completion.** The Developer agrees that in the event he does not: (a) complete all improvements within the time period specified under paragraph two above, or secure an extension of said completion date, (b) construct said improvements in accordance with

City standards and as set forth in Paragraph one above, and (c) pay all claimants for material and labor used in the construction of said improvements, the City shall be entitled to declare the developer(s) in default, request and receive the funds held by the guarantor as surety and utilize the monies obtained to install or cause to be installed any uncompleted improvements and/or to pay any outstanding claims, as applicable. Provided however, that the City shall not be responsible for any work beyond the amount of funds so provided. Any funds remaining after completion of the 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.

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

8. Default.

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

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

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

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

8.2.3. Optimal 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.

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

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

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

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

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

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

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

specific performance.

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

To the Developer:

Northstar Ranch, LLC
Attn: Travis Taylor

To the City:

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

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

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

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

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

14. **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.

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

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

14.3. **Process for Assignment.** Developer shall give Notice to the City of any proposed assignment and provide such information regarding the proposed assignee that the City may reasonably request in making the evaluation permitted under this Section. Such Notice shall include providing the City with all necessary contact information for the proposed assignee. Unless the City objects in writing within twenty (20) business days of notice, the City shall be deemed to have approved of and consented to the assignment. The

City shall not unreasonably withhold consent.

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

14.5. Complete Assignment. 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, Developer shall be released from its obligations under this Agreement for that portion of the Property for which such assignment is approved.

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

16. Severability. If any provision of this 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 affect.

17. 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.

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

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

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

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

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

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

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

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

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

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

28. **Authority.** The Parties to this Agreement each warrant that they have all 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 *Northstar Ranch, LLC*
J. Thomas Homes, LLC


By: *Stan Thomas Rautan*
Its: *Manager*

GRANTSVILLE CITY


By: Brent K. Marshall,
Its: Mayor

Approved as to form and legality:


City Attorney
Brett Coombs

Attest:


City Recorder
Christine Webb

CITY ACKNOWLEDGMENT

STATE OF UTAH)
)
) :ss.
COUNTY OF TOOELE)

On the 4 day of June, 2020 personally appeared before me Brent K. Marshall who being by me duly sworn, did say that he is the Mayor of Grantsville City, a political subdivision of the State of Utah, and that said instrument was signed in behalf of the City by authority of its City Council and said Mayor acknowledged to me that the City executed the same.

[Signature]
NOTARY PUBLIC

My Commission Expires: 3/18/2023

Residing at: Grantsville, UT



DEVELOPER ACKNOWLEDGMENT

STATE OF UTAH)
)
) :ss.
COUNTY OF Tooele)

On the 27th day of July, 2020, personally appeared before me Stan Thomas Rowlan, who being by me duly sworn, did say that he/she is the Manager of Northstar Ranch 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.

[Signature]
NOTARY PUBLIC

My Commission Expires: 06/07/2021

Residing at: Grantsville, Utah



OWNER
NSR Master HOA Inc.

OWNER
J Thomas Homes LLC

By: _____
Its: _____

By: _____
Its: _____

OWNER 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 he/she is the _____ of NSR Master HOA Inc, a Utah 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: _____

OWNER 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 he/she is the _____ of J Thomas Homes 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
Exhibit "C"	GLUDMC
Addendum No. 1	Specific Project Terms
Addendum No. 2	Dispute Resolution Procedures

Exhibit "A"
Legal Description of Property

01-078-0-0004

THAT PORTION OF THE FOLLOWING DESCRIBED PARCEL LOCATED WITH SECTION 2 OF THE FOLLOWING TOWNSHIP AND RANGE: PART OF SECTION 1 AND 2, TOWNSHIP 3 SOUTH, RANGE 6 WEST, SALT LAKE BASE AND MERIDIAN MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 1 (FROM WHICH THE NORTH QUARTER CORNER OF SECTION 2 BEARS S89°43'47"W 2644.98 FEET) AND RUNNING THENCE S 89°49'54" E 1318.05 FEET ALONG THE NORTH LINE OF SECTION 1 TO THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 1; THENCE S 00°08'58" W 1326.67 FEET ALONG THE EAST LINE OF SAID NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 1 TO THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 1; THENCE S 89°55'19" E 686.42 FEET ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER OF THE NORTHWEST QUARTER TO A POINT ON THE WESTERLY RIGHT-OF-WAY OF THE MORMON TRAIL ROAD; THENCE ALONG SAID WESTERLY RIGHT-OF-WAY OF THE MORMON TRAIL ROAD THE FOLLOWING FIVE (5) CALLS: 1) THENCE 49.82 FEET ALONG A NON-TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 667.00 FEET (CENTER BEARS N81°51'03"W), A CENTRAL ANGLE OF 4°16'48" AND A CHORD THAT BEARS S 10°17'21" W 49.81 FEET; 2) THENCE S 12°25'45" W 46.35 FEET; 3) THENCE 82.32 FEET ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 1107.00 FEET, A CENTRAL ANGLE OF 4°15'38" AND A CHORD THAT BEARS S14°33'34"W 82.30 FEET; 4) THENCE S 16°41'23" W 1198.12 FEET; 5) THENCE S 16°44'51" W 4.27 FEET TO A POINT ON THE QUARTER SECTION LINE OF SAID SECTION 1; THENCE S 89°59'15" W 855.48 FEET ALONG THE QUARTER SECTION LINE OF SAID SECTION 1; THENCE N 00°00'33" W 189.88 FEET; THENCE S 89°59'27" W 264.99 FEET; THENCE N 21°15'02" W 64.37 FEET; THENCE N 11°48'02" W 623.06 FEET; THENCE 236.70 FEET ALONG A NON-TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 865.00 FEET (CENTER BEARS N02°23'09"W), A CENTRAL ANGLE OF 15°40'42" AND A CHORD THAT BEARS N84°32'48" W 235.96 FEET; THENCE N 76°42'27" W 249.52 FEET; THENCE N 19°20'47" E 80.45 FEET; THENCE 20.42 FEET ALONG A NON-TANGENT CURVE TO THE LEFT WITH A RADIUS OF 13.00 FEET (CENTER BEARS N13°17'33"E), A CENTRAL ANGLE OF 90°00'00" AND A CHORD THAT BEARS N 58°17'33" E 18.38 FEET; THENCE N 13°17'33" E 99.02 FEET; THENCE N 71°41'52" W 177.68 FEET; THENCE N 08°46'29" W 139.73 FEET; THENCE N 24°55'19" W 24.47 FEET; THENCE N 44°29'25" W 740.45 FEET; THENCE N 44°29'25" W 100.00 FEET; THENCE N 39°57'46" W 110.67 FEET; THENCE N 18°43'11" W 164.50 FEET; THENCE S 89°50'58" W 110.00 FEET; THENCE N 00°09'02" W 200.00 FEET; THENCE S 89°50'58" W 314.11 FEET; THENCE N 00°09'02" W 60.00 FEET; THENCE N 00°16'05" W 214.10 FEET TO A POINT ON THE NORTH LINE OF SAID SECTION 2; THENCE N 89°43'47" E 1406.77 FEET ALONG THE NORTH LINE OF SAID SECTION 2 TO THE POINT OF BEGINNING, OUT OF 1-78-2 FOR 2017 YEAR. CONTAINING 28.919 ACRES, MORE OR LESS.

01-077-0-0099

THAT PORTION OF THE FOLLOWING DESCRIBED PARCEL LOCATED IN SECTION 1, OF THE FOLLOWING TOWNSHIP AND RANGE: PART OF SECTION 1 AND 2, TOWNSHIP 3 SOUTH, RANGE 6 WEST, SALT LAKE BASE AND MERIDIAN MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 1 (FROM WHICH THE NORTH QUARTER CORNER OF SECTION 2 BEARS S89°43'47"W 2644.98 FEET) AND RUNNING THENCE S 89°49'54" E 1318.05 FEET ALONG THE NORTH LINE OF SECTION 1 TO THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 1; THENCE S 00°08'58" W 1326.67 FEET ALONG THE EAST LINE OF SAID NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 1 TO THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 1; THENCE S 89°55'19" E 686.42 FEET ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER OF THE NORTHWEST QUARTER TO A POINT ON THE WESTERLY RIGHT-OF-WAY OF THE MORMON TRAIL ROAD; THENCE ALONG SAID WESTERLY RIGHT-OF-WAY OF THE MORMON TRAIL ROAD THE FOLLOWING FIVE (5) CALLS: 1) THENCE 49.82 FEET ALONG A NON-TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 667.00 FEET (CENTER BEARS N81°51'03"W), A CENTRAL ANGLE OF 4°16'48" AND A CHORD THAT BEARS S 10°17'21" W 49.81 FEET; 2) THENCE S 12°25'45" W 46.35 FEET; 3) THENCE 82.32 FEET ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 1107.00 FEET, A CENTRAL ANGLE OF 4°15'38" AND A CHORD THAT BEARS S14°33'34"W 82.30 FEET; 4) THENCE S 16°41'23" W 1198.12 FEET; 5) THENCE S 16°44'51" W 4.27 FEET TO A POINT ON THE QUARTER SECTION LINE OF SAID SECTION 1; THENCE S 89°59'15" W 855.48 FEET ALONG THE QUARTER SECTION LINE OF SAID SECTION 1; THENCE N 00°00'33" W 189.88 FEET; THENCE S 89°59'27" W 264.99 FEET; THENCE N 21°15'02" W 64.37 FEET; THENCE N 11°48'02" W 623.06 FEET; THENCE 236.70 FEET ALONG A NON-TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 865.00 FEET (CENTER BEARS N02°23'09"W), A CENTRAL ANGLE OF 15°40'42" AND A CHORD THAT BEARS N84°32'48" W 235.96 FEET; THENCE N 76°42'27" W 249.52 FEET; THENCE N 19°20'47" E 80.45 FEET; THENCE 20.42 FEET ALONG A NON-TANGENT CURVE TO THE LEFT WITH A RADIUS OF 13.00 FEET (CENTER BEARS N13°17'33"E), A CENTRAL ANGLE OF 90°00'00" AND A CHORD THAT BEARS N 58°17'33" E 18.38 FEET; THENCE N 13°17'33" E 99.02 FEET; THENCE N 71°41'52" W 177.68 FEET; THENCE N 08°46'29" W 139.73 FEET; THENCE N 24°55'19" W 24.47 FEET; THENCE N 44°29'25" W 740.45 FEET; THENCE N 44°29'25" W 100.00 FEET; THENCE N 39°57'46" W 110.67 FEET; THENCE N 18°43'11" W 164.50 FEET; THENCE S 89°50'58" W 110.00 FEET; THENCE N 00°09'02" W 200.00 FEET; THENCE S 89°50'58" W 314.11 FEET; THENCE N 00°09'02" W 60.00 FEET; THENCE N 00°16'05" W 214.10 FEET TO A POINT ON THE NORTH LINE OF SAID SECTION 2; THENCE N 89°43'47" E 1406.77 FEET ALONG THE NORTH LINE OF SAID SECTION 2 TO THE POINT OF BEGINNING, OUT OF 1-77-60 AND 1-77-23 FOR 2017 YEAR. CONTAINING 87.537 AC----LESS 19.46 AC TO NORTHSTAR RANCH SUBDIVISION PH 1A(ENTRY #474763) AND 13.089 AC LOCATED EAST OF

SUBDIVISION. BALANCE OF 1-77-82 AFTER NORTHSTAR RANCH SUBDIVISION PH 1A(20-39) AND 1-77-90 FOR 2019 YEAR. 54.988 AC-----LESS 3.204 AC TO NORTHSTAR RANCH SUBDIVISION PHASE 2(ENTRY #489793). BALANCE OF 1-77-91 AFTER NORTHSTAR RANCH SUBDIVISION PHASE 2(20-78) FOR 2020 YEAR. 51.71 AC-----LESS 17.74 AC TO NORTHSTAR RANCH SUBDIVISION PHASE 3(ENTRY #495060). BALANCE OF 1-77-94 AFTER 20-93 NORTHSTAR RANCH SUBDIVISION PHASE 3 FOR 2020 YEAR. 33.97 AC-----LESS 18.48 AC TO NORTHSTAR RANCH SUBDIVISION PHASE 4 (ENTRY # 517632) BALANCE OF 1-77-95 AFTER 21-29 NORTHSTAR RANCH SUBDIVISION PHASE 4 FOR 2021 YEAR. 15.49 AC

01-077-0-0090

THAT PORTION OF THE FOLLOWING DESCRIBED PARCEL LOCATED IN SECTION 1, OF THE FOLLOWING TOWNSHIP AND RANGE: PART OF SECTION 1 AND 2, TOWNSHIP 3 SOUTH, RANGE 6 WEST, SALT LAKE BASE AND MERIDIAN MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 1 (FROM WHICH THE NORTH QUARTER CORNER OF SECTION 2 BEARS S89°43'47"W 2644.98 FEET) AND RUNNING THENCE S 89°49'54" E 1318.05 FEET ALONG THE NORTH LINE OF SECTION 1 TO THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 1; THENCE S 00°08'58" W 1326.67 FEET ALONG THE EAST LINE OF SAID NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 1 TO THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 1; THENCE S 89°55'19" E 686.42 FEET ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER OF THE NORTHWEST QUARTER TO A POINT ON THE WESTERLY RIGHT-OF-WAY OF THE MORMON TRAIL ROAD; THENCE ALONG SAID WESTERLY RIGHT-OF-WAY OF THE MORMON TRAIL ROAD THE FOLLOWING FIVE (5) CALLS: 1) THENCE 49.82 FEET ALONG A NON-TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 667.00 FEET (CENTER BEARS N81°51'03"W), A CENTRAL ANGLE OF 4°16'48" AND A CHORD THAT BEARS S 10°17'21" W 49.81 FEET; 2) THENCE S 12°25'45" W 46.35 FEET; 3) THENCE 82.32 FEET ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 1107.00 FEET, A CENTRAL ANGLE OF 4°15'38" AND A CHORD THAT BEARS S14°33'34"W 82.30 FEET; 4) THENCE S 16°41'23" W 1198.12 FEET; 5) THENCE S 16°44'51" W 4.27 FEET TO A POINT ON THE QUARTER SECTION LINE OF SAID SECTION 1; THENCE S 89°59'15" W 855.48 FEET ALONG THE QUARTER SECTION LINE OF SAID SECTION 1; THENCE N 00°00'33" W 189.88 FEET; THENCE S 89°59'27" W 264.99 FEET; THENCE N 21°15'02" W 64.37 FEET; THENCE N 11°48'02" W 623.06 FEET; THENCE 236.70 FEET ALONG A NON-TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 865.00 FEET (CENTER BEARS NO2°23'09"W), A CENTRAL ANGLE OF 15°40'42" AND A CHORD THAT BEARS N84°32'48" W 235.96 FEET; THENCE N 76°42'27" W 249.52 FEET; THENCE N 19°20'47" E 80.45 FEET; THENCE 20.42 FEET ALONG A NON-TANGENT CURVE TO THE LEFT WITH A RADIUS OF 13.00 FEET (CENTER BEARS N13°17'33"E), A CENTRAL ANGLE OF 90°00'00" AND A CHORD THAT BEARS N 58°17'33" E 18.38 FEET; THENCE N

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21-029-0-004A

PARCEL 4A, NORTHSTAR RANCH SUBDIVISION PHASE 4, A SUBDIVISION OF GRANTSVILLE CITY.1.750 AC. OUT OF 1-77-95 FOR 2021 YEAR.

21-029-0-004B

PARCEL 4B, NORTHSTAR RANCH SUBDIVISION PHASE 4, A SUBDIVISION OF GRANTSVILLE CITY.1.833 AC. OUT OF 1-77-95 FOR 2021 YEAR.

21-029-0-004C

PARCEL 4C, NORTHSTAR RANCH SUBDIVISION PHASE 4, A SUBDIVISION OF GRANTSVILLE CITY.4.962 AC. OUT OF 1-77-95 FOR 2021 YEAR.

21-029-0-000R

ALL STREETS (PRAIRIE HAWK WAY, PRAIRIE HAWK COURT, AND A PORTION OF DURFEE STREET) TO BE DEDICATED IN NORTHSTAR RANCH SUBDIVISION PHASE 4. A SUBDIVISION OF GRANTSVILLE CITY OUT OF 1-77-95 FOR 2021 YEAR. 1.25 AC

21-029-0-0401

LOT 401, NORTHSTAR RANCH SUBDIVISION PHASE 4, A SUBDIVISION OF GRANTSVILLE CITY. 0.355 AC. OUT OF 1-77-95 FOR 2021 YEAR.

21-029-0-0402

LOT 402, NORTHSTAR RANCH SUBDIVISION PHASE 4, A SUBDIVISION OF GRANTSVILLE CITY. 0.348 AC. OUT OF 1-77-95 FOR 2021 YEAR.

21-029-0-0403

LOT 403, NORTHSTAR RANCH SUBDIVISION PHASE 4, A SUBDIVISION OF GRANTSVILLE CITY. 0.364 AC. OUT OF 1-77-95 FOR 2021 YEAR.

21-029-0-0404

LOT 404, NORTHSTAR RANCH SUBDIVISION PHASE 4, A SUBDIVISION OF GRANTSVILLE CITY. 0.352 AC. OUT OF 1-77-95 FOR 2021 YEAR.

21-029-0-0405

LOT 405, NORTHSTAR RANCH SUBDIVISION PHASE 4, A SUBDIVISION OF GRANTSVILLE CITY. 0.361 AC. OUT OF 1-77-95 FOR 2021 YEAR.

21-029-0-0406

LOT 406, NORTHSTAR RANCH SUBDIVISION PHASE 4, A SUBDIVISION OF GRANTSVILLE CITY. 0.360 AC. OUT OF 1-77-95 FOR 2021 YEAR.

21-029--00407

LOT 407, NORTHSTAR RANCH SUBDIVISION PHASE 4, A SUBDIVISION OF GRANTSVILLE CITY. 0.343 AC. OUT OF 1-77-95 FOR 2021 YEAR.

21-029-0-0408

LOT 408, NORTHSTAR RANCH SUBDIVISION PHASE 4, A SUBDIVISION OF GRANTSVILLE CITY. 0.422 AC. OUT OF 1-77-95 FOR 2021 YEAR.

21-029-0-0409

LOT 409, NORTHSTAR RANCH SUBDIVISION PHASE 4, A SUBDIVISION OF GRANTSVILLE CITY. 0.353 AC. OUT OF 1-77-95 FOR 2021 YEAR.

21-029-0-0410

LOT 410, NORTHSTAR RANCH SUBDIVISION PHASE 4, A SUBDIVISION OF GRANTSVILLE CITY. 0.344 AC. OUT OF 1-77-95 FOR 2021 YEAR.

21-029-0-0411

LOT 411, NORTHSTAR RANCH SUBDIVISION PHASE 4, A SUBDIVISION OF GRANTSVILLE CITY. 0.404 AC. OUT OF 1-77-95 FOR 2021 YEAR.

21-029-0-0412

LOT 412, NORTHSTAR RANCH SUBDIVISION PHASE 4, A SUBDIVISION OF GRANTSVILLE CITY. 0.334 AC. OUT OF 1-77-95 FOR 2021 YEAR.

21-029-0-0413

LOT 413, NORTHSTAR RANCH SUBDIVISION PHASE 4, A SUBDIVISION OF GRANTSVILLE CITY. 0.368 AC. OUT OF 1-77-95 FOR 2021 YEAR.

21-029-0-0414

LOT 414, NORTHSTAR RANCH SUBDIVISION PHASE 4, A SUBDIVISION OF GRANTSVILLE CITY. 0.358 AC. OUT OF 1-77-95 FOR 2021 YEAR.

21-029-0-0415

LOT 415, NORTHSTAR RANCH SUBDIVISION PHASE 4, A SUBDIVISION OF GRANTSVILLE CITY. 0.372 AC. OUT OF 1-77-95 FOR 2021 YEAR.

21-029-0-0416

LOT 416, NORTHSTAR RANCH SUBDIVISION PHASE 4, A SUBDIVISION OF GRANTSVILLE CITY. 0.376 AC. OUT OF 1-77-95 FOR 2021 YEAR.

21-029-0-0417

LOT 417, NORTHSTAR RANCH SUBDIVISION PHASE 4, A SUBDIVISION OF GRANTSVILLE CITY. 0.339 AC. OUT OF 1-77-95 FOR 2021 YEAR.

21-029-0-0418

LOT 418, NORTHSTAR RANCH SUBDIVISION PHASE 4, A SUBDIVISION OF GRANTSVILLE CITY. 0.334 AC. OUT OF 1-77-95 FOR 2021 YEAR

21-029-0-0419

LOT 419, NORTHSTAR RANCH SUBDIVISION PHASE 4, A SUBDIVISION OF GRANTSVILLE CITY. 0.339 AC. OUT OF 1-77-95 FOR 2021 YEAR.

21-029-0-0420

LOT 420, NORTHSTAR RANCH SUBDIVISION PHASE 4, A SUBDIVISION OF GRANTSVILLE CITY. 0.359 AC. OUT OF 1-77-95 FOR 2021 YEAR.

21-029-0-0421

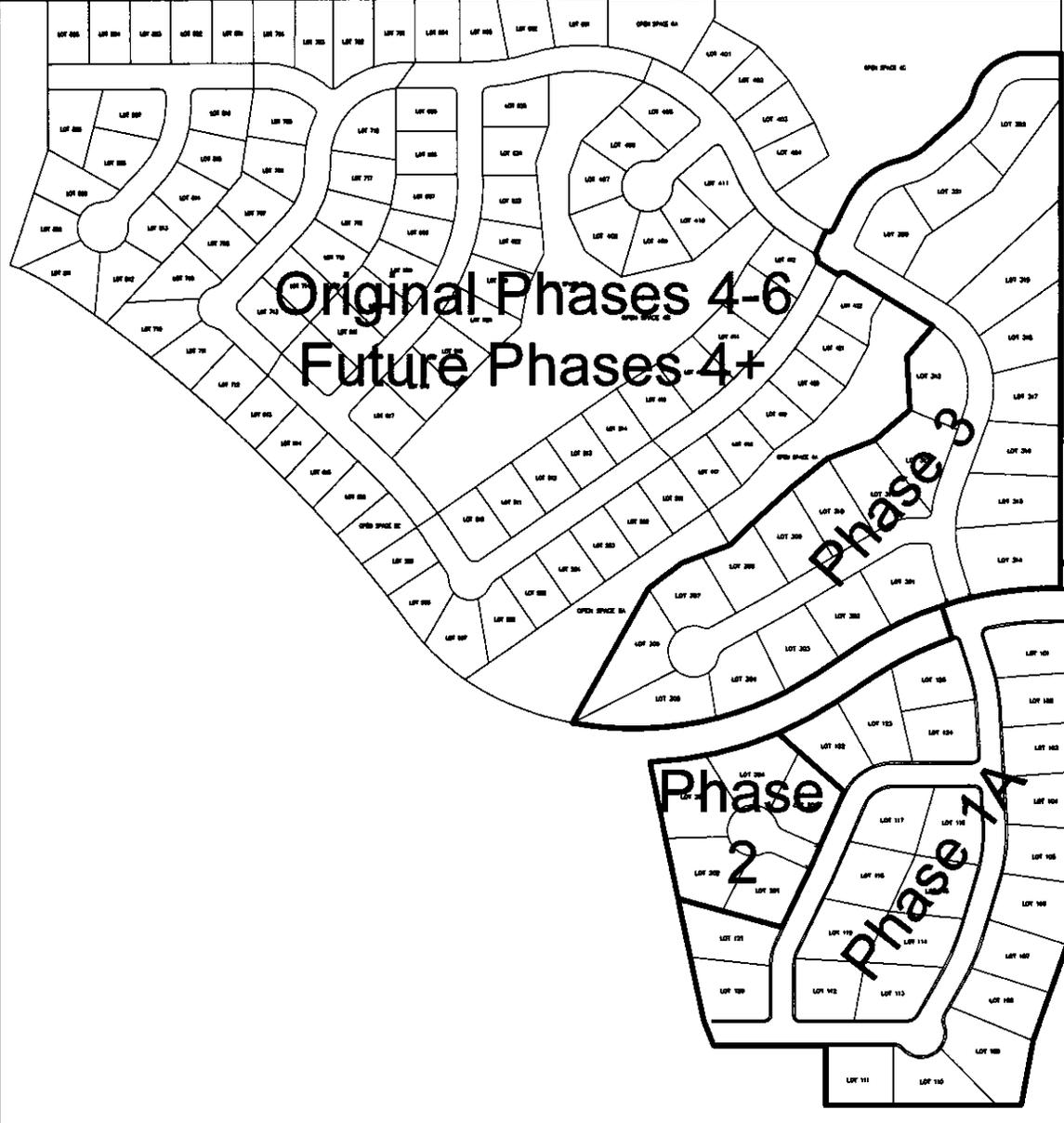
LOT 421, NORTHSTAR RANCH SUBDIVISION PHASE 4, A SUBDIVISION OF GRANTSVILLE CITY. 0.340 AC. OUT OF 1-77-95 FOR 2021 YEAR.

21-029-0-0422

LOT 422, NORTHSTAR RANCH SUBDIVISION PHASE 4, A SUBDIVISION OF GRANTSVILLE CITY. 0.338 AC. OUT OF 1-77-95 FOR 2021 YEAR.

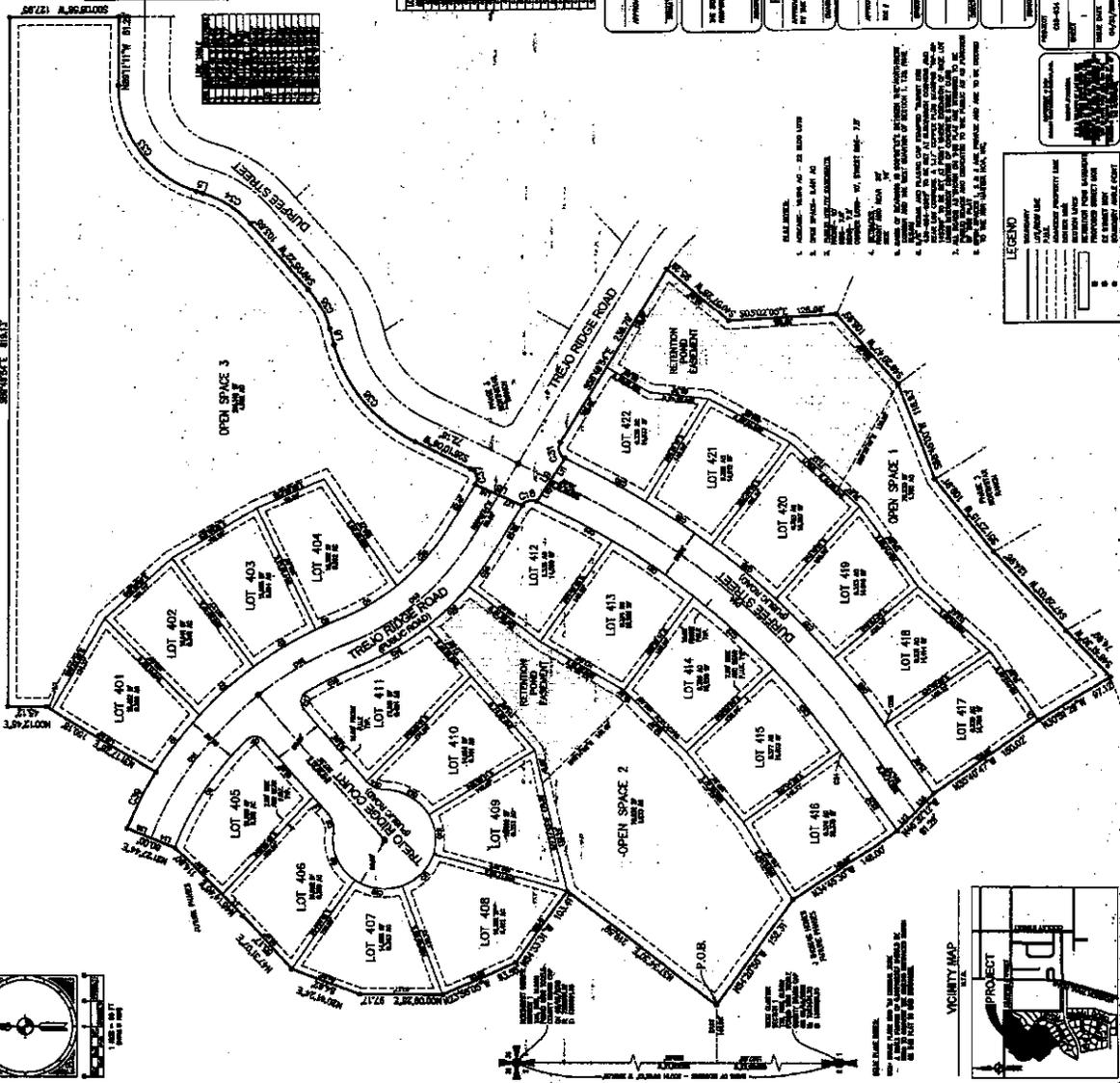
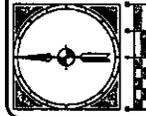
Exhibit "B"
Final Plat

Northstar Ranch Original Phases 4-6 Area



NORTHSTAR RANCH SUBDIVISION PHASE 4 FINAL PLAT

DESIGNED BY: HENNINGSEN & ASSOCIATES, INC. (A/E/C/F) 10000 130TH AVENUE, SUITE 100, BOSTON, MASSACHUSETTS 02124
 DRAWN BY: JAMES H. HENNINGSEN, P.E. 10000 130TH AVENUE, SUITE 100, BOSTON, MASSACHUSETTS 02124
 DATE: 08/15/2007



BOUNDARY DESCRIPTION

BASIS OF BEARINGS

SURVEYOR'S CERTIFICATE

OWNER'S DEDICATION AND CONSENT TO RECORD

ACKNOWLEDGEMENT

ACCEPTANCE BY LEGISLATIVE BODY

CITY ATTORNEY APPROVAL

COUNTY TREASURER

PLANNING COMMISSION APPROVAL

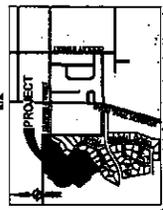
COUNTY SURVEY DEPARTMENT

PUBLIC WORKS APPROVAL

CITY FIRE DEPARTMENT

CITY ENGINEER APPROVAL

COUNTY RECORDER



ADDENDUM NO.1

TERMS

1. **Definitions.** The capitalized terms used in this Addendum No. 1 shall have the meanings set forth in the MDA unless otherwise specified herein.
2. **Amendment to Concept Plan.** On March 18, 2020 the City Council approved the revised Concept Plan for Phases 4 -6 and attached with this ADDENDUM #1. **(Provide updated Concept Plan)** This area is part of the Northstar Special Planning Area and the amended Concept Plan reflects the goals of this planning area to provide a variety of housing and lot size options while reducing water consumption by providing conserving open lands between clustered developments with an emphasis on protecting the natural drainages.
3. **Modifications to GLUDMC and Other City Standards.** The City has agreed to the following exceptions to the GLUDMC and Grantsville City Construction Standards and Specifications:
 - a. N/A
4. **Offsite Improvements:**
 - a. N/A
5. **Open Space:**
 - a. N/A
6. **Construction Coordination:**
 - a. The Developer shall provide the City 48 hours' notice to coordinate with the City prior to working on or around existing City water and sewer infrastructure.
 - b. All connections to City water and sewer infrastructure shall be inspected by the City prior to back-filling.
 - c. The Developer shall request inspections at least 48 hours prior to the day the Contractor desires the inspection to occur.
 - d. The Developer shall request disinfection testing at least 48 hours prior to the day the Contractor desires the testing to occur.

Addendum No. 2
(Dispute Resolution)

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

2. **Mediation.**

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

2.2. Mediation Process. If the City and Developer/Applicant are unable to resolve a disagreement subject to mediation, the 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.

AGENDA ITEM # 4

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 15th, 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:

#1) The Park will be delivered to the City at the time that ½ of the total 1024 units have been completed and closed. If the Park is not delivered by then the city will not issue any building permits for additional housing until The sports park has been completed and turned over to the City.

#2) The Developer is proposing that they are in agreement to provide 68 affordable housing units as required under the Grantsville City code when a variance is granted for the current zoning and use the 50% metric.

Conclusions:

The additional 136 lots came from the variances that were tentatively agreed upon during the prior discussion in April of 2024.

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.

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 “upsized” 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 upsized 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: _____
Its: _____

By: Neil A. Critchlow,
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, the developer will provide a fully graded Sports Park and commence construction of the irrigation lines.
 - b. Phase 2, the developer will provide completion of the irrigation lines, curb and gutter, commencement of the vertical integration of the buildings.
 - c. Phase 3, the developer will complete construction of the baseball fields, soccer fields, pickle ball courts, fencing, lights, and scoreboards by the 512th unit.
 - a. The developer has agreed if the park is not delivered as described above in section 3.a.b.c., The City will not issue any building permits for additional housing until the Sports Park has been completed and turned over to the City.
- 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 encumbered 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.
- 9- The developer has agreed to provide 68 affording housing units as required under Grantsville City Ordinance.

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.

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.

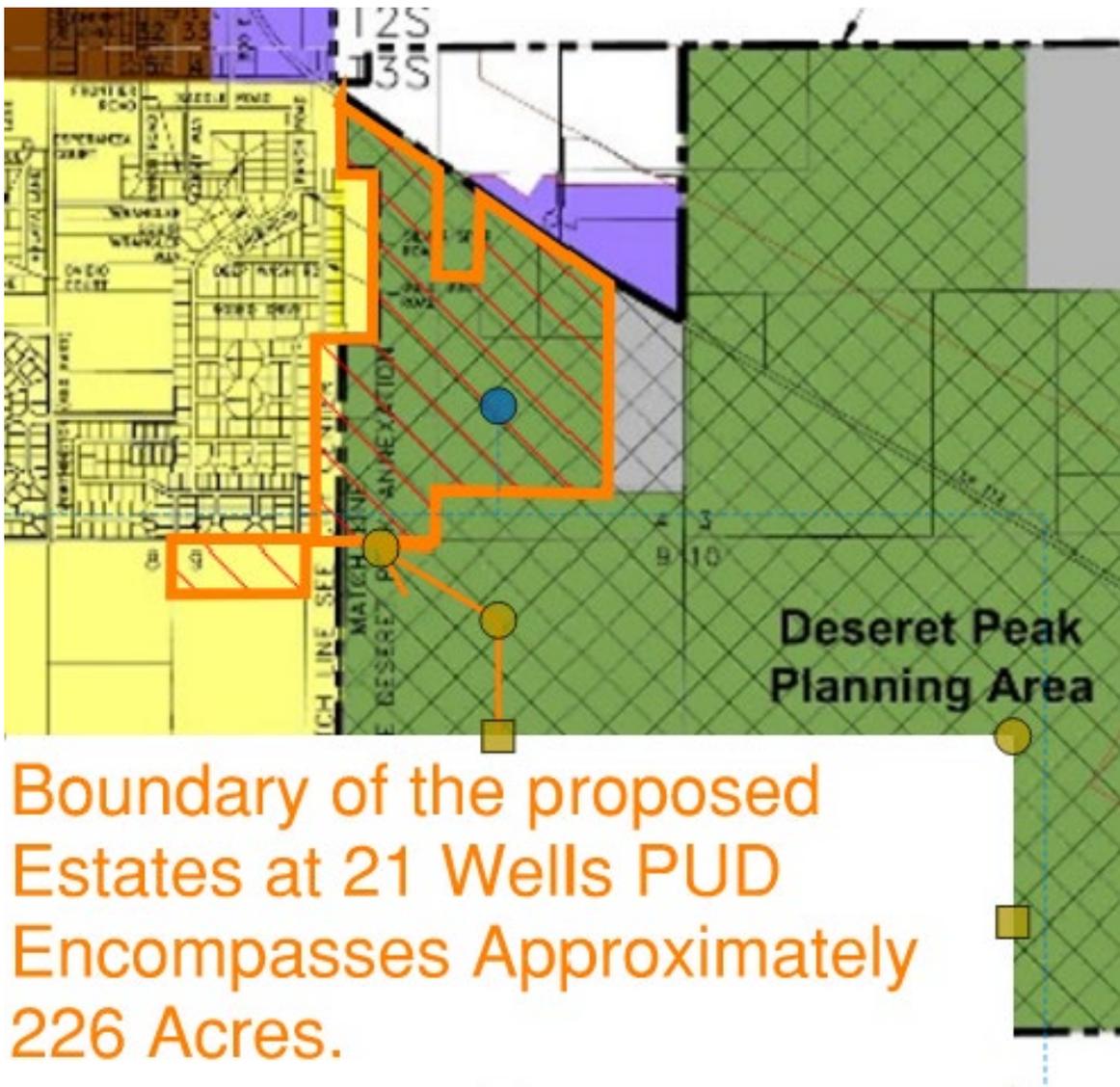
The project proposes providing a 27+ acre public park for the benefit not only the developments residents but also equipped with amenities that the residents of Grantsville desire. The park is proposed to include amenities such as pickle ball courts, baseball, and softball fields, all which are designed 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.

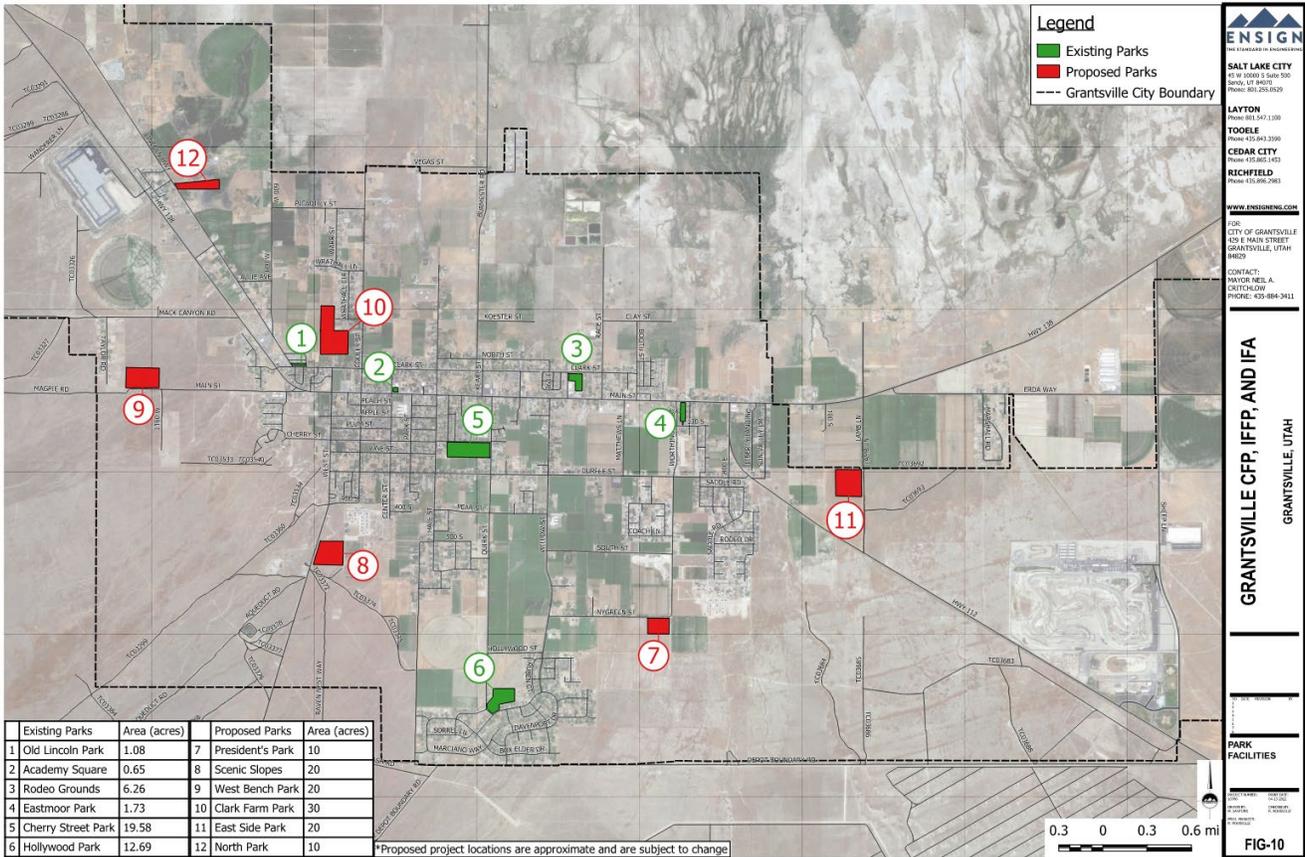
Land Use:

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.



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

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

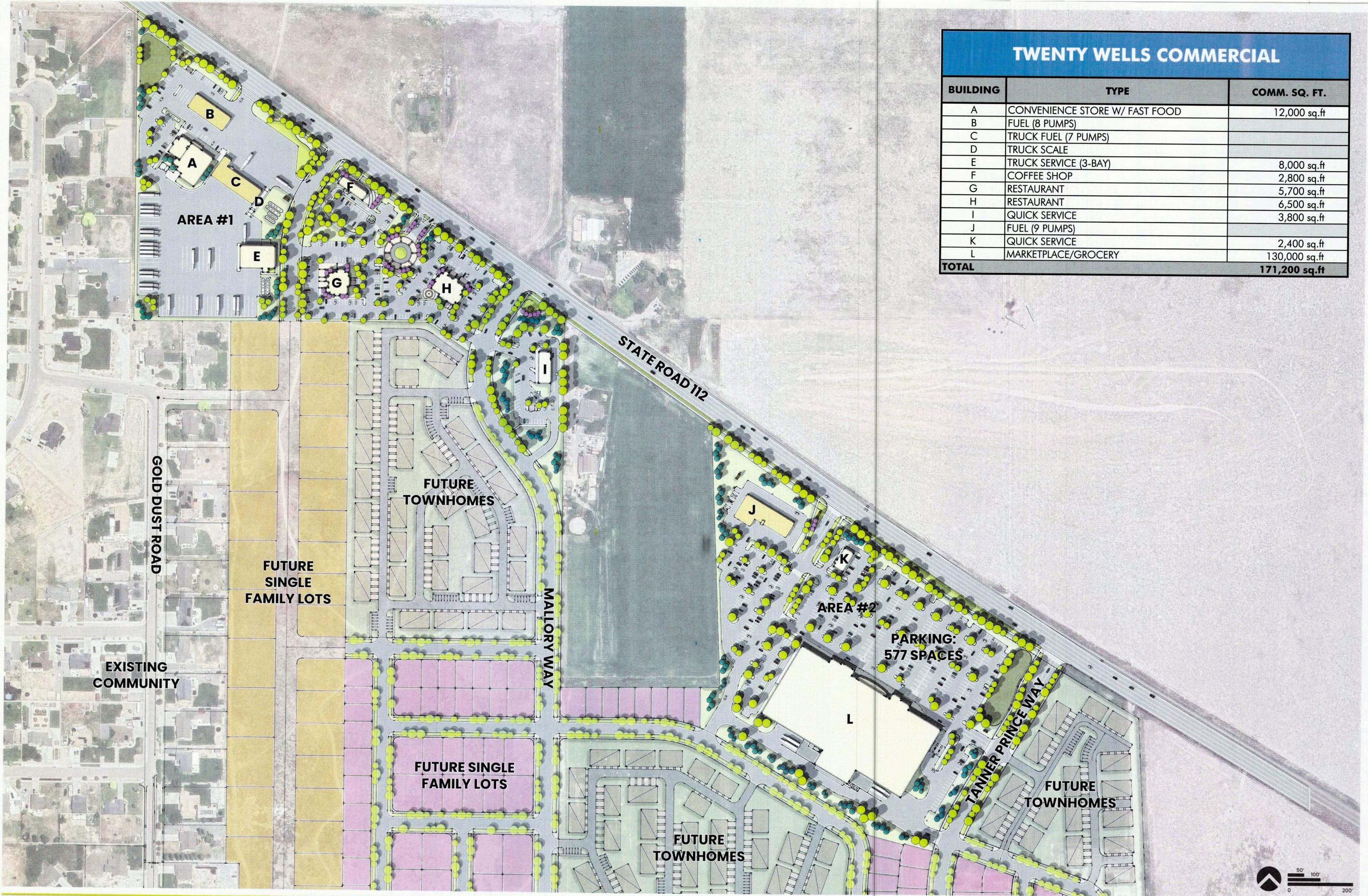


- **Estimated Costs for Upsized Utilities and Sports Park**

- 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.



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

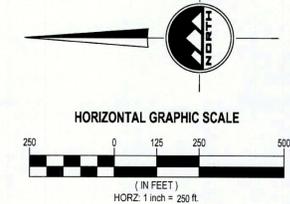
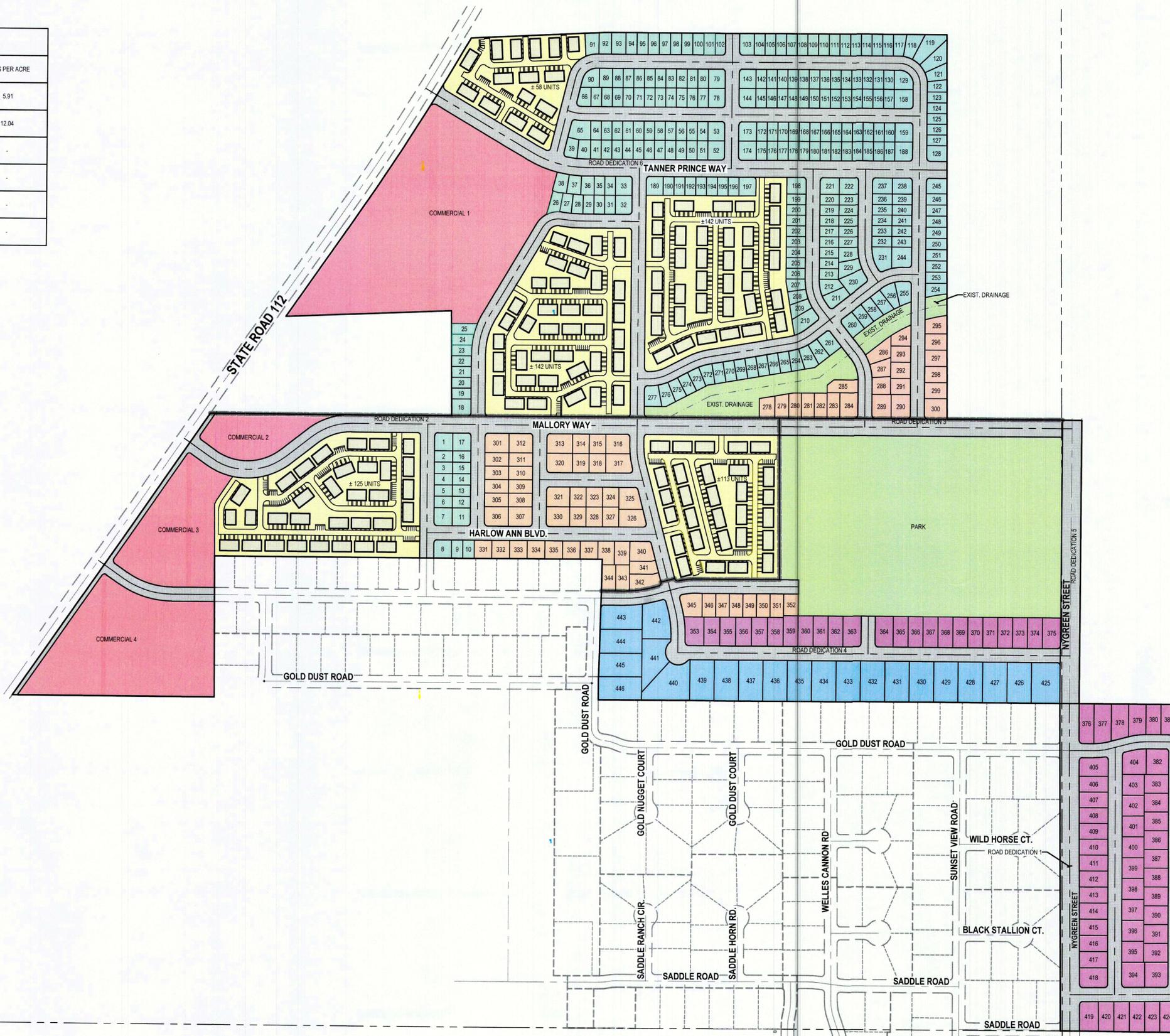


BENCHMARK
 LOCATED WITHIN THE NW, NE, AND SE QUARTERS OF SECTION 4 AND THE NW QUARTER OF SECTION 5 TOWNSHIP 3 SOUTH, RANGE 5 WEST SALT LAKE BASE AND MERIDIAN, GRANTSVILLE, TOOELE COUNTY, UTAH ELEV = 4384.49'

AREA CALCULATIONS TABLE				
DESCRIPTION	AREA PROPOSED (sq. ft.)	AREA PROPOSED (acres)	PERCENTAGE PROPOSED	UNITS PER ACRE
(448) SINGLE FAMILY LOTS	3,289,230 sq. ft.	75.510 acres	32.22%	5.91
(580) TOWNHOME UNITS	2,098,910 sq. ft.	48.184 acres	20.56%	12.04
PARKS AND OPEN SPACE	1,251,162 sq. ft.	28.723 acres	12.26%	-
COMMERCIAL	1,360,938 sq. ft.	31.243 acres	13.33%	-
ARTERIAL ROADS	2,207,097 sq. ft.	50.668 acres	21.62%	-
TOTAL SITE	10,207,337 sq. ft.	234.326 acres	100.00%	-

UNIT BREAKDOWN			
HOUSING TYPE	TARGET	QUANTITY OF UNITS	
MFR	MULTI-FAMILY RESIDENTIAL	10 UNITS/ACRE	580
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

- MULTI-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



THE ESTATES AT TWENTY WELLS PUD
CONCEPTUAL LAYOUT
 GRANTSVILLE, UT

ENSIGN
 THE STANDARD IN ENGINEERING

TOOELE
 169 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

FOR:
 NEWMAN CONSTRUCTION
 13331 S. REDWOOD RD.
 RIVERTON, UT 84065

CONTACT:
 SCOTT YERMISH
 PHONE: 801.657.8352

CONCEPT

OVERALL CONCEPT

PROJECT NUMBER: T17741 PRINT DATE: 2024-05-31
 PROJECT MANAGER: J. CLEGG DESIGNED BY: R. FISH

1 of 6

GRANTSVILLE CITY RECREATION PLAN

ADOPTED JANUARY 15, 2020

MATCH LINE - SEE BELOW

MATCH LINE - SEE ABOVE

PARK LOCATION CRITERIA:

1. The circles on the map represent a 1/2 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 3.14 persons per dwelling.
3. Regional parks to serve areas of 1/2 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	0.85 ACRES
4. CHERRY STREET PARK	15.77 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

TRAIL CORRIDORS SHALL BE PRESERVED AT LOCATIONS OF CURRENT UNIMPROVED ROADS THAT CURRENTLY PROVIDE ACCESS TO FOOTHILLS AND MOUNTAINS



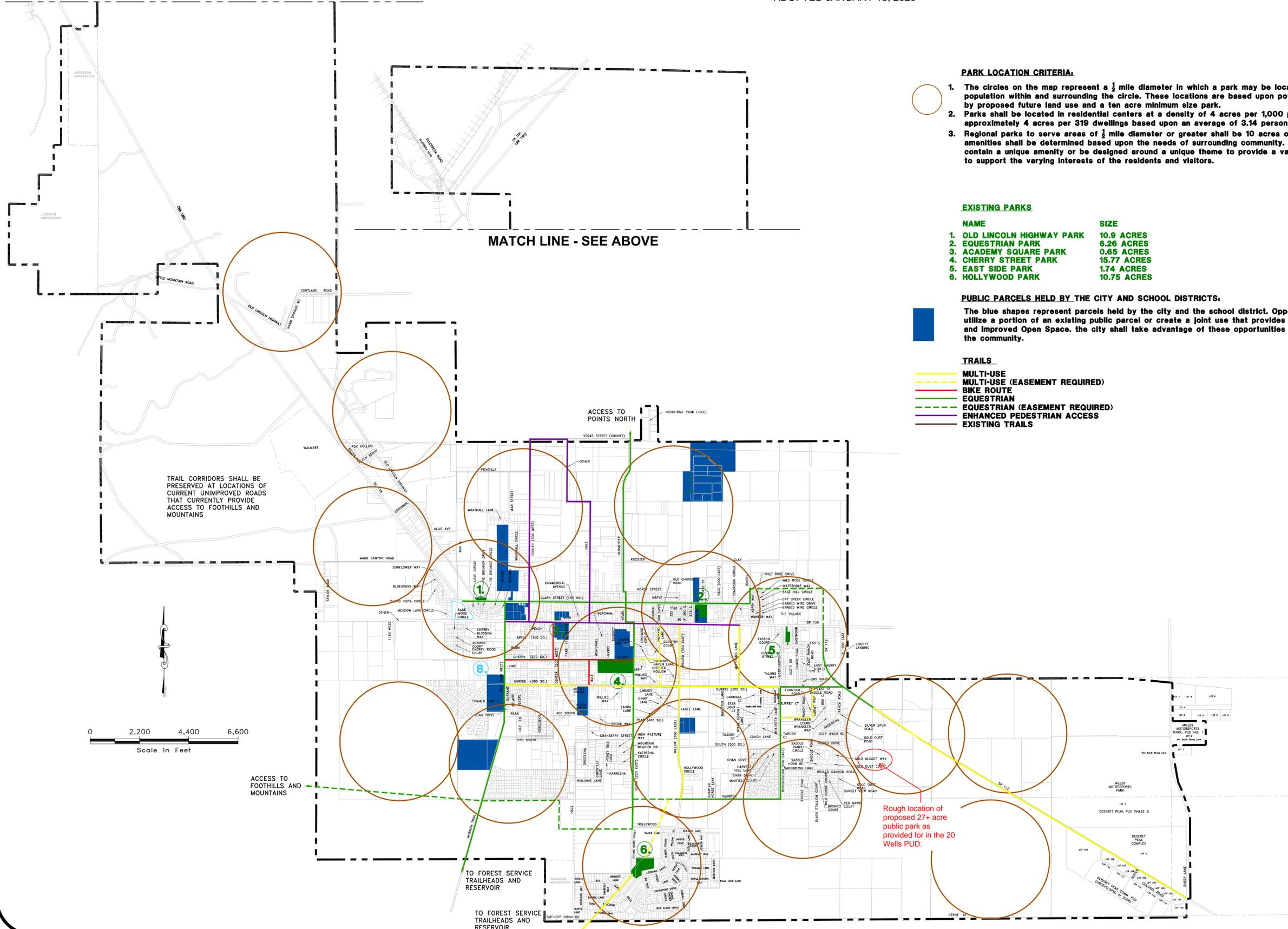
0 2,200 4,400 6,600
Scale in Feet

ACCESS TO FOOTHILLS AND MOUNTAINS

TO FOREST SERVICE TRAILHEADS AND RESERVOIR

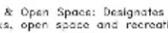
TO FOREST SERVICE TRAILHEADS AND RESERVOIR

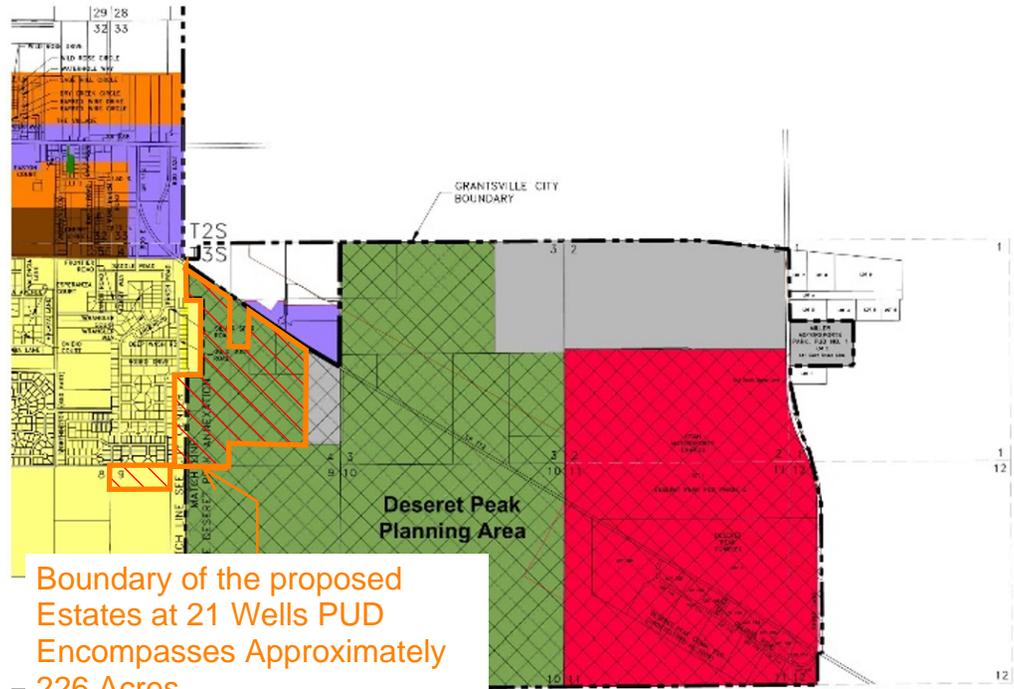
Rough location of proposed 27+ acre public park as provided for in the 20 Wells PUD.



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 8 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.



**GRANTSVILLE CITY
GENERAL PLAN
FUTURE LAND USE MAP
DESERET PEAK ANNEXATION**

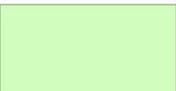
ADOPTED JANUARY 15, 2020

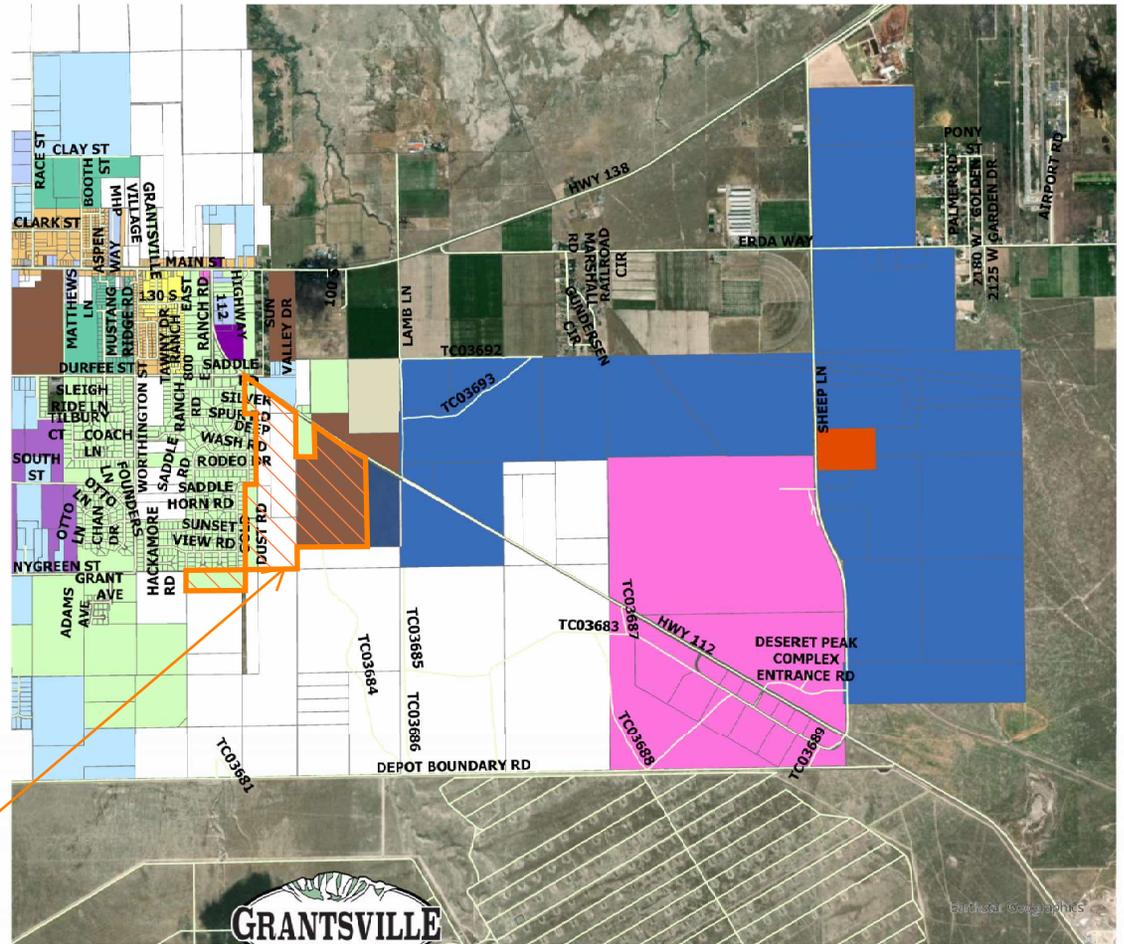


The purpose of designated Planning Areas is to foster a joint working relationship between the City and the landowner(s) of large parcels or groups of parcels 500 acres or greater, to create a Master Plan for the area with a balance of uses beneficial to both the development and the surrounding community 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



AGENDA ITEM #5

Discussion of the proposed amendment to the Grantsville City Land Use and Management Code Chapter 15 (Residential and Multiple Residential Districts) to modify the language.

GLUDMC Section 15.4 and 15.5 Proposed Amendments

15.4 Multiple Residential District RM-7

Effective June 4, 1999 no application to extend, enlarge or re-zone property to a RM-7 zoning district designation will be considered by Grantsville City. Areas previously designated with a RM-7 zoning district designation may continue after June 4, 1999 and the uses in these ~~district's~~ Districts may continue subject to the following regulations.

- (1) The RM-7 Zoning District is intended to provide areas for medium ~~density~~ intensity single family and multi-family residential with the opportunity for varied housing styles and character.
- (2) In order to provide a balance of different types of residential uses, projects proposing over 100 residential units shall be required to provide a mix of lot sizes and different types of residential uses that meet the percentages found in Chapter 12.

Minimum Lot Size (Lot Area):7,000 sq. feet
 Minimum Lot Size for Corner Lots10,000 sq. feet
 Additional lot area for each additional dwelling unit on the lot6,000 sq. feet

Lots shall comply with Chapter 4: Supplementary and Qualifying Regulations - Section 4.5: Lots Standards and Street Frontage.

All Attached Dwelling Unit residential development shall comply with GLUMDC 4.34 (Multi-Unit Residential Development)

Minimum Frontage (along curb face on a public street or an approved private street) 60 feet.

Minimum Yard Setback Requirements: (Amended 2000, 9/01)

Front Yard	25 feet.
Rear Yard for Main Buildings	20 feet
Rear Yard for Accessory Buildings	1 foot, or match the easement width, whichever is greater
Side Yard for Main Building, Each Side	5*/15 feet
Side Yard for Accessory Buildings	4 feet*

Setbacks for Accessory Buildings on a corner lot: On the interior side of the Main Building4 feet* On the rear of the Main Building1 foot*

In order to maintain an adequate site triangle, there shall be a minimum setback on corner lots as follows: 25 feet on each side fronting a street.

*Setback shall be as listed or match the easement width, whichever is greater

Maximum Building Height35 feet, or a basement and two (2) floors, whichever is less
 Maximum Building Coverage35%

Required Improvements:

Street grading Street base

Street Pavement to centerline or minimum paved width (per GLUMDC 21.6.3), whichever is greater

Surface drainage facilities Curb and Gutter Sidewalk Culinary water facilities Waste water disposal Street name signs Fire hydrants Street monuments Shade trees (along public streets) Street lights

HISTORY

Amended by Ord. 2023-07 on 7/19/2023 by Ord. 2022-14 on 8/3/2022

15.5 Multiple Residential District RM-15

- (1) To provide areas for medium high ~~density~~ intensity residential with the opportunity for varied housing styles and character, including apartment and condominiums.
- (2) In order to provide a balance of different types of residential uses, projects proposing over 100 residential units shall be required to provide a mix of lot sizes and different types of residential uses that meet the percentages found in Chapter 12.

Minimum Lot Size (Lot Area):8,000
 sq. feet Minimum Lot Size for Corner Lots10,000 sq. feet
 Additional lot area for each additional dwelling unit on the lot4,000 sq. feet of the lot area.

Lots shall comply with Chapter 4: Supplementary and Qualifying Regulations – Section 4.5: Lots Standards and Street Frontage.

All multi-use Attached Dwelling Unit residential development shall comply with GLUMDC 4.34 (Multi-Use Unit Residential Development)

Minimum Frontage (at the property line on a public street or an approved private street)60 feet
 Minimum Yard Setback Requirements: Front Yard25 feet Rear Yard for Main Buildings20 feet Rear Yard for Accessory Buildings1 foot* Side Yard for Main Buildings, Each Side7.5 feet Side Yard for Accessory Buildings4 feet*

In order to maintain an adequate site triangle, there shall be a minimum setback on corner lots as follows: 25 feet on each side fronting a street.

*Setback shall be as listed or match the easement, whichever is greater

Maximum Building Height35 feet Maximum Building Coverage of the lot area50%

Required Improvements:

Street grading Street base

Street Pavement to centerline or minimum paved width (per GLUMDC 21.6.3), whichever is greater

Surface drainage facilities Curb and Gutter Sidewalk Culinary water facilities Waste water disposal Street name signs Fire hydrants Street monuments Shade trees (along public streets) Street lights

HISTORY

Amended by Ord. 2023-07 on 7/19/2023 by Ord. 2022-14 on 8/3/2022

AGENDA ITEM #6

Discussion of the proposed amendment to the Grantsville City Land Use and Management Code Chapter 12 (Planned Unit Development) to modify the language.

Chapter 12 Planned Unit Developments

<u>12.1</u>				<u>Purpose</u>
<u>12.2</u>	<u>Authority</u>	<u>To</u>	<u>Modify</u>	<u>Regulations</u>
<u>12.4</u>		<u>Application</u>		<u>Procedure</u>
<u>12.5</u>	<u>Adjustments</u>	<u>To</u>	<u>Development</u>	<u>Plan</u>

Amended 02/09 by Ordinance 2009-05, 09/18 by Ordinance 2018-16

12.1 Purpose

(1) A planned unit development is a distinct category of conditional use. As such, it is intended to encourage the efficient use of land and resources, promote greater efficiency in public and utility services, preservation of open space, efficient use of alternative transportation and encouraging innovation in the planning and building of all types of development. Through the flexibility of the planned unit development technique, the City and developer will seek to achieve the following specific objectives:

(a) Creation of a more desirable environment than would be possible through strict application of other City land use regulations through promotion of a creative approach to the use of land and related physical facilities resulting in better design and development, including aesthetic amenities. The developer shall detail the proposed variation from Grantsville City ordinance requirements and explain how this variation will lead to a more desirable environment;

(b) The use of design, landscape or architectural features to create a pleasing environment while preserving desirable site characteristics such as natural topography, vegetation and geologic features as open space and providing recreational facilities. For projects containing a residential component containing more than 4 dwelling units defined as ~~Level~~ Level 4 and Level 5 subdivisions in Chapter 21 of this code at least 10% of the total parcel acreage shall be improved, fully landscaped, amenity rich, active open space. All planned unit development projects shall conform at a minimum with open space and improved open space requirements found in Chapter 21. Topography with slopes greater than 30% on average with a site area greater than 5,000 square feet, natural water bodies and drainages shall be protected;

(c) Preservation of buildings which are architecturally or historically significant contribute to the character of the City;

(d) Establishment of interconnecting paths and trails for alternative transportation routes which lead to common and popular destinations and interface with automobile traffic at few and specific points. Onsite paths and trails shall connect to the citywide trail system. Trails connecting to the citywide system shall be considered public trails allowing for public use; and

(e) Elimination of blighted structures or incompatible uses through redevelopment or rehabilitation.

(f) Provide residential housing that conforms with the State moderate income requirements.

(g) Create a balanced mix of different types of residential uses that preserve the character and maintain the rural feel of Grantsville while providing opportunities for people of all ages and varying economic status the ability to live in Grantsville if they so desire.

HISTORY

Amended by Ord. 2019-08 on 4/17/2019
Amended by Ord. 2019-18 on 8/7/2019
Amended by Ord. 2024-05 on 1/31/2024

12.2 Authority To Modify Regulations

(1) The Planning Commission shall have the authority to recommend to the City Council reasonable and appropriate conditions in any planned development including recommendations to change, alter, modify or waive requirements of the land use Code as they applies apply to the proposed planned development. Public health and safety issued issues including but not limited to; line of site, public utilities and associated

easements, secondary and emergency access, and quantity of required parking are outside of the Planning Commission authority to recommend for modification or ~~waive~~waiver. No such change, alteration, modification or waiver shall be approved unless the City Council shall find that the proposed planned unit development:

(a) Will achieve all of the applicable purposes for which a planned development may be approved pursuant to Section 12.1. It is recognized that not all properties include historic or blighted structures, nor will all purposes specifically apply to non-residential uses and thus may be considered "Not Applicable". Residential projects that do not seek to increase the overall density allowed within the applicable district shall not be required to provide a moderate-income housing element unless the applicant otherwise desires to provide moderate income or affordable housing. For residential projects requesting additional density, at least 50% of the requested increased density shall meet state moderate income standards.

(b) Will not violate the general purposes, goals and objectives of this Code and of any plans adopted by the Planning Commission or the City Council.

(c) In order to help preserve Grantsville’s cherished character and rural identity, projects with a residential component shall strive to maintain a similar balance of housing types and uses as the mix of occupied housing within the community on July 1st , 2024. This includes protecting the active agricultural areas.

For purposes of clarity and convenience, residential uses have been grouped into three distinct classifications by intensity with specific types of uses defined by their overall percentage of the residential uses in the community. The balance of housing types and uses is defined as follows:

i. High Intensity Residential: Multi-Family Attached and Single-Family Residential Uses including lots sizes 10,889 square feet and below. These uses are typically found in the RM-7, RM-15 and MU Zoning Districts.

Apartments.....5% City-wide 20% of total High Intensity Residential

Condos.....1% City-wide 4% of total High Intensity Residential

Townhomes.....2% City-wide 8% of total High Intensity Residential

Single family homes meeting the 4,000 sf minimum lot size.....2% City-wide 8% of total High Intensity Residential

Single family homes meeting the 7,000 sf minimum lot size.....16% City-wide 64% of total High Intensity Residential

For a City-wide total of approximately 25% of the housing stock of the specific type if at least two types of uses proposed include single family residential.

For a City-wide total of approximately 25% of the housing stock.

Variability allowed between uses within the High Intensity Residential

Classification +/- 10% of the specific type if only one or two types of residential

uses are proposed or +/- 25% of the specific type if at least two types of uses

proposed include single family residential or +/- 50% of a specific type if three or

more types of uses are proposed and at least one use includes residential uses

at their appropriate percentage from the Moderate Intensity or Low Intensity

Residential Classifications.

Moderate Intensity Residential: Single Family and Twin Home Residential Uses

including lot sizes of 10,890 square feet through 21,779 square feet. These uses

are typically found in the R-1-12, and to a lesser extent RM-7, RM-15 and MU

Zoning Districts

Single family homes meeting the 10,890 sf minimum lot size....13% City-wide
20% of total High Intensity Residential
Single family homes meeting the 14,520 sf minimum lot size.....12%. City-wide
20% of total High Intensity Residential
For a total of approximately 25% of the housing stock.

Variability allowed between uses within the Moderate Intensity Residential
Classification +/- 10% of the specific type if only one is proposed or +/- 25% of
the specific type if at least two types of uses are proposed or +/- 50% of the
specific type of use if the project includes residential uses at their appropriate
percentage from Low Intensity Residential Classification.

Low Intensity Residential: Single Family Residential Uses including lot sizes of
21,780 square feet or greater. Many of these types of uses contain an
agricultural component. These uses are typically found in the A-10, RR-5, RR-
2.5, RR-1, R-1-21, and to a lesser extent R-1-12, RM-7, RM-15 and MU Zoning
Districts.

Single family homes meeting the 21,780 sf minimum lot size.....33% City-wide
66% of total Low Intensity Residential
Single family homes meeting the 1 acre minimum lot size.....12% City-wide
24% of total Low Intensity Residential
Single family homes meeting the 2.5 acre minimum lot size.....3% City-wide 6%
of total Low Intensity Residential
Single family homes meeting the 5 acre minimum lot size.....2% City-wide 4%
of total Low Intensity Residential
Single family homes meeting the 10 acre minimum lot size.....1% City-wide 2%
of total Low Intensity Residential
For a City-wide total of approximate of 50% of the housing stock.

In order to preserve the active agricultural areas in the community no variability
favoring smaller lot sizes is allowed in the Low Intensity Residential classification.

ii. Application of Calculated Percentages of Housing Types:

The City shall maintain a running total of each type of residential use that
includes the total of existing dwellings, and the total of vested dwellings that has
been calculated as a percentage of total City-wide housing.

As each complete residential application is received the numbers of each type of
residential use associated with the proposed project shall be added to the total of
vested dwellings and noted as pending. If the amount of any proposed residential
use when added to the total City-wide use causes the overall City-wide
percentage for that use to exceed the set percentage by 20% the lots/units in
excess of 20% shall be required to be developed as another type of residential
use or be removed from the project to be considered at a future time when the
use has available capacity.

Each type of residential use proposed in a PUD will be compared to the applicable classification that best fits the proposed uses. The classification used must be equivalent to or less intense than the underlying zoning on the property. If this is not the case, such as a proposal to construct 4,000 square foot single family lots for a 55 and older community in an area zoned R-1-21 an exception will be required as part of the PUD approval process, being granted by City Council upon recommendation by Planning Commission that has found the proposed residential use to fulfill all of the applicable purposes found in section 12.1, be listed as a permitted or conditional use on the use table for the underlying zone and to fall within the City-wide percentage for the proposed use.

Once an application has been approved and the quantities and types of residential uses are vested in a preliminary plat the pending note shall be removed from the running total and the project noted as vested.

As final plats are approved, and development phases go under construction the lots/units shall be moved from vested to existing. Once a development has been completed any excess vested lot/units that may remain undeveloped shall be removed from the running total to allow for additional development capacity.

Applications that expire or are withdrawn or are denied shall be removed from the running total and will not count against the overall percentages of any type of residential use.

The purpose of this exercise is not to deny rights vested with zoning but is to provide for an orderly balanced approach to providing housing that will protect the unique character and rural identity of Grantsville. If a certain type of residential use has exceeded the percentage allowed by more than 20% the property owner may consider developing with other types of residential uses permitted in the zone or may choose to wait to submit a development application when capacity is again available for the type of use that is desired.

There shall be no waiting lists or reservations. All capacity is allocated first come first served by the submission of a complete application.

The phasing of projects larger than 100 units shall be required to provide a balance of housing types in each phase reflecting the overall balance of the project. The phasing and timing shall be addressed in a Development Agreement.

HISTORY

Amended by Ord. [2024-05](#) on 1/31/2024
Amended by Ord. [2024-06](#) on 2/21/2024

12.4 Application Procedure

1. If required by code or the applicant is seeking proposed variations to a Grantsville City Ordinance, a PUD application shall be submitted and approved prior to the submittal of a development

application such as, but not limited to, Preliminary Plan and Final Plat applications as detailed in Chapter 21.

2. In addition to the application requirements for subdivisions, an applicant for a planned unit development shall submit the following information with the planned unit development Preliminary Plat application:
 1. (a) The applicant shall submit a concept plan, that is drawn to scale and is legible if printed on an 11 x 17 sheet. At a minimum, the concept plan shall include:
 1. The proposed configuration of lots and types of uses proposed for the property.
 2. Streets rights-of-way, open spaces and other proposed common area or public use spaces shall be shown.
 3. Information shall be provided detailing minimum lot sizes, number of proposed lots for each type of use and calculations for over all areas for each type of use.
 4. Where proposed uses do not match uses on adjoining properties, a continuation of the adjoining use shall be implemented for lots against the lot boundary, or a passive use landscaped buffer of at least 50 feet wide containing trees and privacy fencing shall be included. No lighting shall be allowed to reside in the 50 foot buffer and no light shall escape onto adjacent properties. Landscaped buffer areas may be counted as open space if the open space complies with the requirements found in GLUDMC Section 21.1. For commercial properties that are not in use at night, parking may encroach into the buffer area but trees and fencing are still required between the parking and the property boundary. Properties smaller than three acres or containing narrow areas of less than 200 feet may be granted modifications to the buffer width in those narrow areas if applicants and Planning Commission agree on an acceptable alternative such as transitions in architectural design that complement the neighboring issues.
 2. The applicant shall submit a written statement addressing each of the standards set forth in GLUDMC Section 7.8 herein entitled, Determination, when applicable and how the proposed development will promote the objectives set forth in Section 12.1 of this Chapter. The statement shall explain specifically how the proposed planned unit development relates to each such standard and promotes a listed objective;
 3. The applicant shall submit a written statement indicating specifically what change, alteration, modification or waiver of any zoning or development regulations is being sought by the developer, if any. The proposed variations shall include specific references to the affected ordinances and a comparison of the requirement and proposed variations. The applicant shall also provide an explanation of how the proposed variation benefits the development and the surrounding community and explain the steps that are proposed to mitigate the effects of the proposed variation on the ordinance.
 4. The approval of the PUD ~~applicaiton~~ application final plan and the variance table or final plat (if required) shall include approval of all special conditions applicable to the planned unit development. All special conditions and approved variations to the GLUDMC shall be included in a Development Agreement which shall be approved by Planning Commission and City Council.
 5. Any party aggrieved by the final decision of the Planning Commission, regarding a planned unit development, with respect to changes, alterations, modifications or waivers either granted or denied, may appeal such decision to the City Council, whose decision shall then be final. All appeals to the City Council must be in writing and filed with the Zoning Administrator within thirty (30) days of the date of the decision appealed from and prior to any further consideration by the Planning Commission of a subsequent step in the planned unit development approval process. Only the final decision of the City Council with respect to the Final Plan or plat, Development Plan or changes, alterations, modifications or waivers either granted or denied may be appealed to the District Court, provided such

appeal is filed within thirty (30) days of the decision of the City Council. Said appeal shall be filed with the City Recorder and with the Clerk of the District Court.

6. No planned unit development approval (that does not include a subdivision) shall be valid for a period longer than one year unless a building permit has been issued, construction has actually begun within that period and construction has been diligently pursued. Upon written request of the applicant, the one year period may be extended by the Planning Commission for such time as it shall determine for good cause shown, without further hearing.

HISTORY

Amended by Ord. [2024-05](#) on 1/31/2024

12.5 Adjustments To Development Plan

(1) No major alteration or amendment to a development plan that would alter or expand the intent of the provisions in the approved PUD shall be made without a new application being filed and processed pursuant to the provisions of this Chapter. Minor alterations to a development plan that do not include a subdivision of land, may be made subject to written approval of the Planning Commission when such adjustments appear necessary in light of technical or engineering considerations. Such minor adjustments shall be limited to the following elements:

- (a) Adjusting the distance as shown on the approved Plan between any one structure or group of structures, and any other structure or group of structures, or any vehicular circulation element or any boundary of the site;
- (b) Adjusting the location of any open space. The size or amount of open space that was approved shall not be compromised.
- (c) Adjusting any final grade, and
- (d) Altering the types of landscaping elements and their arrangement within the required landscaping buffer area.

(2) Such minor adjustments shall be consistent with the intent and purpose of the Code and the PUD provisions as approved, and shall be the minimum necessary to overcome the particular difficulty and shall not be approved if such adjustments would result in a violation of any standard or requirement of this Code.

(3) Any adjustment to the Development Plan that would alter or expand the intent of the provisions in the approved PUD and is not authorized by this Section, shall be considered to be a major adjustment. The Planning Commission following notice to at least all adjoining property owners, may approve an application for a major adjustment of the Final Development Plan, not requiring a modification of written conditions of approval or recorded easements, upon finding that any changes in the plan as approved will be in substantial conformity with the final Development Plan. If the Planning Commission determines that a major adjustment is not in substantial conformity with the provisions of the approved PUD as approved, then the Planning Commission shall review the request in accordance with the procedures set forth in Section 12.4.

HISTORY

Amended by Ord. [2024-05](#) on 1/31/2024

AGENDA ITEM #7

Discussion of the proposed amendment to the Grantsville City Land Use and Management Code Chapter 19a (Multi Use) to modify the language.

Chapter 19a Mixed Use District

19a.1	Purpose	And	Intent
19a.2	Permitted		Uses
19a.3	Minimum	Lot	Sizes
19a.4	Setbacks/Yard		Requirements
19a.5	Minimum	Lot	Frontage
19a.6	Maximum	Height	Of Structures
19a.7	Minimum	Dwelling	Size
19a.8	Landscaping		Requirement
19a.9			(Repealed)

Enacted 02/11 by Ordinance 2011-04, amended 09/18 by Ordinance 2018-16

19a.1 Purpose And Intent

(1) The purpose of the Mixed-Use District is to allow for the establishment of commercial properties integrated with subordinate residential uses. Planned Unit Developments are required in this zone. Developments in the Mixed-Use zone shall be designed so as to integrate the residential and commercial components into one harmonious development and to be compatible with the existing or anticipated uses on the surrounding properties.

(2) While achieving a mix of commercial and residential uses in Mixed Use developments is the goal, the priority is to create a commercial core that is located on the City's major streets, and specifically along Main Street. To accomplish this goal, properties of less than one acre fronting major streets such as Main Street shall be developed as commercial only or a commercial/residential mix with the commercial fronting the street. All properties developed under the Mixed Use District that are one acre or greater shall include at least 50% of the land area as a commercial use. The commercial use shall be located fronting the major street. Master planning of multiple contiguous properties is encouraged in order to integrate the proposed development harmoniously into the surrounding neighborhood.

(3) This land use district, in conjunction with the City's Land Use Element found in the Grantsville General Plan, recognizes that in order for the City to be a well-rounded community, a balance of many different housing styles, types and sizes should be permitted. For this purpose the City has calculated the percentages of different types of residential uses found within the City to use as goals to provide a balanced mix of residential uses that retains the character of Grantsville that residents now enjoy. These ratios are found in Chapter 12 Planned Unit Development and shall be applied to mixed use projects as is appropriate based upon the size of the proposed project and surrounding existing residential uses and surrounding zoning.

(4) Architectural design, massing, scale and heights of development are designed to fit the scale and aesthetics of the surrounding properties. ~~in the district.~~ Where proposed uses are different than surrounding properties buffering and transition of uses and architectural design shall be incorporated to mitigate potential conflicts of use.

(5) Concept proposals are encouraged prior to submittal of a Mixed Use application in order to discuss the appropriate balance of uses.

(6) Any application submitted that is a portion of or has recently been separated from a larger contiguous property zoned in the Mixed Use District shall be considered wholistically with the larger property with respect to the overall balance of residential uses and commercial uses and infrastructure. If it is the intent of the property owner to sale off portions of the property to different Developers, it is strongly recommended that the property owner submit a master plan for the property and enter into a master development

agreement to solidify the balance of different types of residential uses and the locations of commercial uses as well as to better understand and plan for overall infrastructure needs for the proposed project.

HISTORY

<i>Amended</i>	<i>by</i>	<i>Ord.</i>	<u>2021-13</u>	<i>on</i>	4/28/2021
<i>Amended</i>	<i>by</i>	<i>Ord.</i>	<u>2021-35</u>	<i>on</i>	8/18/2021
<i>Amended</i>	<i>by</i>	<i>Ord.</i>	<u>2022-14</u>	<i>on</i>	8/3/2022

Amended by Ord. [2023-07](#) on 7/19/2023

19a.2 Permitted Uses

(1) This district shall allow residential developments and those uses allowed in the C-N, C-S, and C-G districts as permitted or conditional uses as specified in the regulations for these districts.

19a.3 Minimum Lot Sizes

(1) The minimum lot size for single family and twin-home dwellings is 4,000 square feet per unit. In order to provide a balance of different residential uses projects proposing over 100 residential units shall be required to provide a mix of lot sizes and different residential uses that meet the percentages found in Chapter 12.

(2) Attached dwelling unit residential development shall meet the minimum lot requirements found in GLUMDC 4.34.

(3) In order to provide a balance of different residential uses, multifamily and attached housing projects proposing over 50 residential units shall be required to provide a mix of lot sizes and different residential uses that meet the percentages found in Chapter 12.

HISTORY

Amended by Ord. [2022-14](#) on 8/3/2022

19a.4 Setbacks/Yard Requirements

(1) Setbacks/yard requirements are intended to describe the amount of space required between buildings and property lines. All buildings in this zone, including accessory buildings, are required to maintain a minimum distance from property lines as follows:

(a) Front: 25 feet.

(b) Sides (single family and twin homes): 7.5/10 feet or PUE dimension, whichever is greater. If twin-homes are attached to the property line, a setback of 15 feet (15') on each side.

(c) Rear: 20 feet.

(d) Corner lots (single family and twin homes): In order to maintain an adequate site triangle, there shall be a minimum setback on corner lots as follows: 25 feet on each side fronting a street, with 10 foot setback for the interior side.

(e) All accessory buildings in this zone are required to maintain distances from property lines and other dwelling units as follows: sides and rear 7.5 feet.

(f) Mixed use buildings fronting Main Street and containing main floor commercial uses may allow the commercial uses to abut the street side property line with a portion of the building containing the main entrance to the commercial use, if an adjacent street side property is currently similarly configured.

(g) Commercial buildings (excluding residential) shall conform to the commercial requirements found in the applicable commercial district (CN, CS & CG) for the equivalent type of use and size.

(h) Attached dwelling unit residential development shall meet the setbacks/yard requirements found in GLUMDC 4.34.

(i) [Single Family Residential lot sizes that are 10,890 sq. ft. or larger shall meet zoning requirements found in zoning designation for those housing types.](#)

HISTORY

Amended by Ord. [2022-14](#) on 8/3/2022
Amended by Ord. [2021-13](#) on 4/28/2021

19a.5 Minimum Lot Frontage

- (1) For single family and twin homes, the minimum lot frontage/lot width shall be not less than 50 feet.
- (2) Attached dwelling unit residential development shall meet the requirements found in GLUMDC 4.34.
- (3) All other uses in this district shall have at least 100 feet of frontage along a public street.

HISTORY

Amended by Ord. [2022-14](#) on 8/3/2022

19a.6 Maximum Height Of Structures

- (1) No structure in this zone shall exceed a maximum of three (3) stories in height or 35 feet above grade at street.

HISTORY

Amended by Ord. [2021-13](#) on 4/28/2021
Amended by Ord. [2022-14](#) on 8/3/2022

19a.7 Minimum Dwelling Size

- (1) Every dwelling unit in this zone shall contain a minimum of 900 square feet of living space.

19a.8 Landscaping Requirement

- (1) There shall be a minimum requirement of 25% of the total project area to be used for landscaping. All sensitive lands shall be protected as part of the landscaped area of any development. This requirement may be calculated by including open space, landscaped setback areas and landscaped common areas.

19a.9 (Repealed)

HISTORY

Adopted by Ord. [2021-13](#) on 4/28/2021

AGENDA ITEM #8

Report from Zoning Administrator.

AGENDA ITEM #9

Open Forum for Planning
Commissioners.

AGENDA ITEM #10

Report from City Council.

AGENDA ITEM #11

Adjourn.