GRANTSVILLE

CITY COUNCIL

November 14th, 2024

City Council Meeting

Information Packet

Agenda Item #1

Public Comment

Agenda Item #2

Consideration of Resolution 2024-87 Approving the Deseret Meadows Planned Unit Development

GRANTSVILLE CITY
RESOLUTION NO. 2024-87

A RESOLUTION APPROVING THE DESERET MEADOWS PLANNED UNIT DEVELOPMENT (PUD)

Be it resolved by the City Council of Grantsville City, Utah as follows:

WHEREAS, Deseret Meadows, a proposed Planned Unit Development (PUD) located in Grantsville, Utah, has been submitted by Thane Smith for review and consideration; and

WHEREAS, the property in question is approximately 119.63 acres and is zoned Mixed Use (MU), Residential (R-1-21), and Residential Multi-Family (RM-15); and

WHEREAS, a public hearing on the proposed Deseret Meadows PUD was held on September 5, 2024, by the Planning Commission to gather input from the public regarding the development; and

WHEREAS, the Planning Commission held a meeting on October 3, 2024, and recommended denial of the Deseret Meadows PUD, but provided specific recommendations in the event of City Council approval; and

WHEREAS, the Deseret Meadows PUD has been designed to incorporate residential, commercial, and recreational spaces in accordance with the City's PUD objectives, promoting a creative approach to land use while maintaining a desirable living environment; and

WHEREAS, the development provides significant amenities, including a central 10-acre community park, an additional 4.6-acre park, trails, and open spaces, promoting an active lifestyle for future residents, while ensuring compliance with environmental sustainability practices; and

WHEREAS, the Deseret Meadows PUD aligns with Grantsville City's long-term goals of promoting housing affordability and economic vitality by incorporating mixed-use development; and

WHEREAS, the City has reviewed the Deseret Meadows PUD Staff Report, prepared by City staff and attached hereto as Exhibit A, which outlines the staff's analysis, recommendations, and considerations for the proposed PUD; and

WHEREAS, the Grantsville City Council has determined that the Deseret Meadows PUD is consistent with the City's development goals and is in the best interest of the public, subject to the conditions and requirements outlined in this resolution;

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

Section 1. Approval of Deseret Meadows PUD: The Deseret Meadows Planned Unit Development, as presented and outlined in Exhibit A (Deseret Meadows PUD Staff Report), is hereby approved.

Section 2. Effective Date: This resolution shall take effect immediately upon its passage and approval as provided by law.

Section 3. 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 14TH DAY OF NOVEMBER, 2024.

BY THE ORDER OF THE GRANTSVILLE CITY COUNCIL:

_____
By Mayor Neil Critchlow

ATTEST

_____
Braydee Baugh, City Recorder

EXHIBIT “A”

Deseret Meadows PUD Staff Report

DESERET MEADOWS
PLANNED UNIT DEVELOPMENT

NOVEMBER 11, 2024 | GRANTSVILLE, UT

PREPARED BY

FOCUS
ENGINEERING & SURVEYING, LLC

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NOTE: ALL GRAPHICS SHOWN ARE CONCEPTUAL ONLY- ACTUAL FORM, DESIGN AND LAYOUT WILL BE DETERMINED AT PRELIMINARY SUBDIVISION APPROVAL.

INTRO

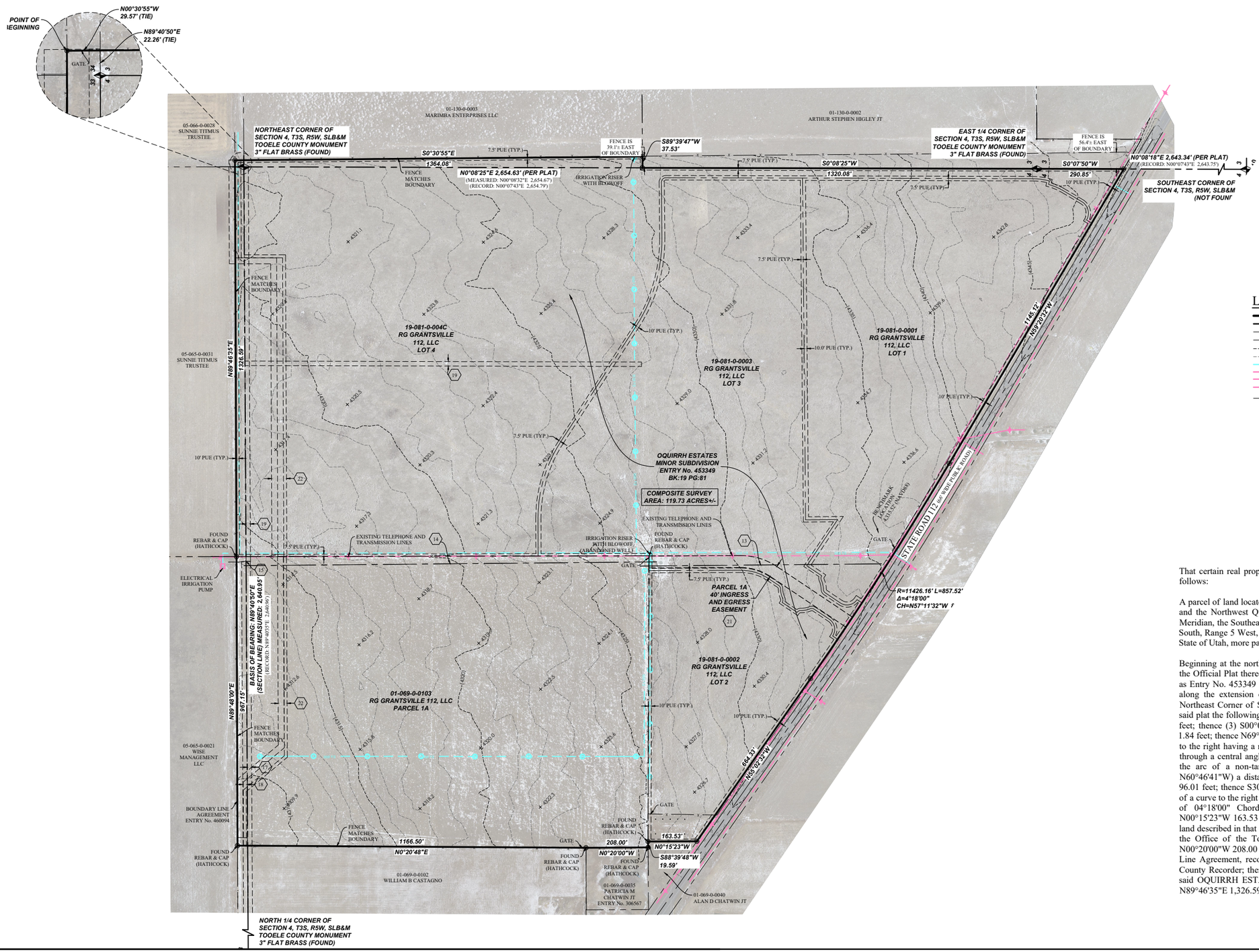
PREFACE

The following Planned Unit Development document addresses the proposed improvements as they pertain to the proposed Deseret Meadows Community located in Grantsville, Utah. The property and the proposed improvements for the development are discussed in detail and follow the requirements set forth within the Planned Unit Development requirements of the City Code. This document supersedes land development code and ordinances for the entirety of Deseret Meadows, however any issue not addressed in this Planned Unit Development document will default to City standards. The purpose of the document is to inform the City (Staff, Planning, Commission, and City Council) and Public of the proposed general design elements, open space plans, guiding design principles, and land uses for Deseret Meadows. In addition, utility capacities, based on conceptual plans, will outline the methods used to anticipate the demands and service requirements necessary to provide adequate utility service and infrastructure for both the residences within the development and the City. Developer may request the creation of a Public Infrastructure District (PID) and may use the Utah Inland Port Authority (UIPA) Twenty Wells Project Area tax increment financing (TIF) for any eligible improvements.

EXECUTIVE SUMMARY

Deseret Meadows is an approximately 120-acre parcel located north of State Route 112 and adjacent to and west of the Lakeview Business Park. The project is ideally situated to provide more affordable housing options for this business park and the surrounding community. The primary feature of the site is the 10-acre Community Park which is integrated into the overall development. Additionally, interspersed open space and buffer areas provide ample recreation opportunities for residents. The proposed Planned Unit Development incorporates a maximum of 925 units with approximately 7.7 acres of commercial development, and per City code, a minimum of 10% of the overall development area as open space.

EXISTING CONDITIONS



(IN FEET)
1 inch = 150ft.

LEGEND

- BOUNDARY LINE
- SECTION LINE
- EXIST. EASEMENT LINE
- EXIST. PROPERTY LINE
- EXIST. CONTOUR MAJOR
- EXIST. CONTOUR MINOR
- EXIST. IRRIGATION
- EXIST. COMMUNICATIONS
- EXIST. OVERHEAD POWER
- EXIST. UNDERGROUND POWER
- EXIST. FENCE
- SECTION MONUMENT (FOUND)
- SECTION MONUMENT (NOT FOUND)
- BOUNDARY MARKER
- EXIST. IRRIGATION RISERS
- EXIST. POWER POLE
- EXIST. ELECTRICAL BOX
- EXIST. COMMUNICATIONS BOX
- + XXXX.X — EXIST. SPOT ELEVATION
- XX-XXX-X-XXXX — TOOELE COUNTY PARCEL No.

LEGAL DESCRIPTION
(FROM TITLE REPORT)

That certain real property located in Tooele County, State of Utah, more particularly described as follows:

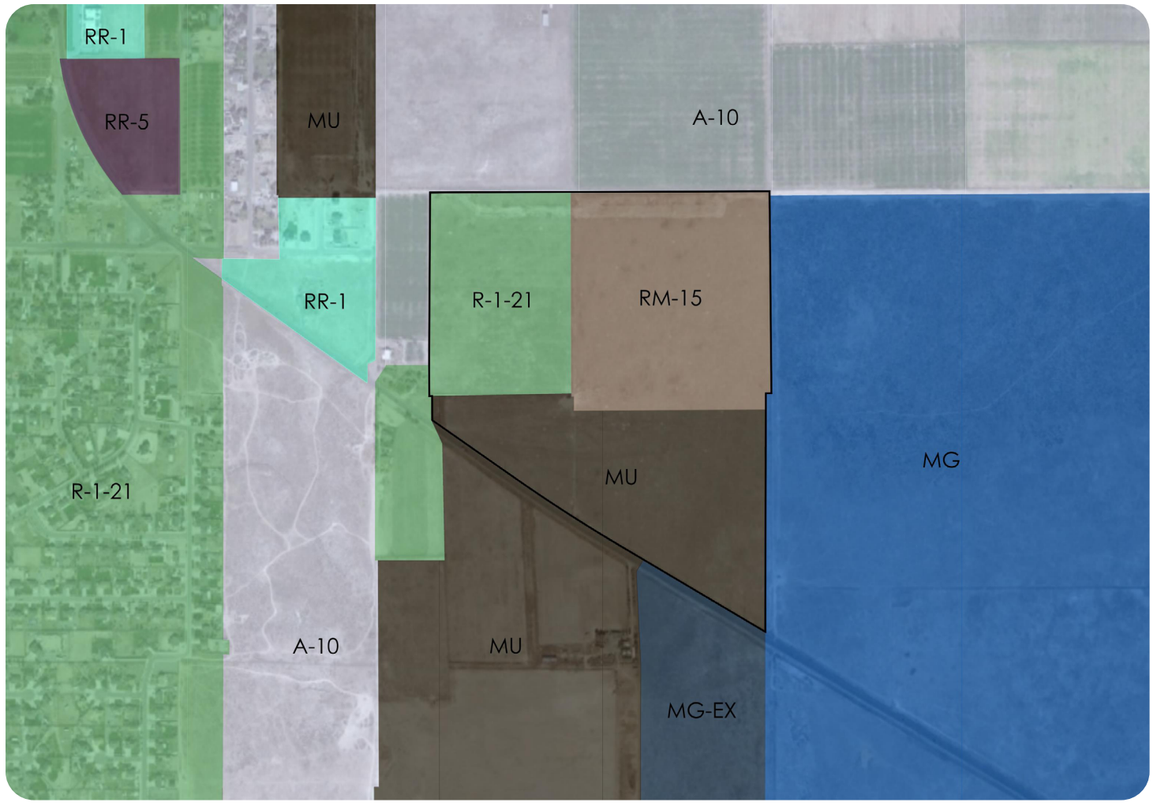
A parcel of land located within the Northeast Quarter of Section 4, the Southeast Quarter of Section 4 and the Northwest Quarter of Section 3, Township 3 South, Range 5 West, Salt Lake Base and Meridian, the Southeast Quarter of Section 33 and the Southwest Quarter of Section 34, Township 2 South, Range 5 West, Salt Lake Base and Meridian, also located in Grantsville City, Tooele County, State of Utah, more particularly described as follows:

Beginning at the northeast corner of OQUIRRH ESTATES MINOR SUBDIVISION, according to the Official Plat thereof on file in Office of the Tooele County Recorder, recorded August 16, 2017 as Entry No. 453349 in Book 19 at Page 81, said point also being located N89°40'50"E 22.26 feet along the extension of the Northerly line of Section 4 and N00°30'55"W 29.57 feet from the Northeast Corner of Section 4, T2S, R5W, SLB&M; and running thence along the easterly line of said plat the following Three (3) courses: (1) S00°30'55"E 1,364.08 feet; thence S89°39'47"W 37.53 feet; thence (3) S00°08'25"W 385.61 feet; thence N69°54'07"W 386.75 feet; thence N20°08'18"E 1.84 feet; thence N69°37'47"W 66.00 feet; thence Southwesterly along the arc of a non-tangent curve to the right having a radius of 1,467.00 feet (radius bears: N69°54'29"W) a distance of 269.73 feet through a central angle of 10°32'04" Chord: S25°21'33"W 269.35 feet; thence Southwesterly along the arc of a non-tangent curve to the right having a radius of 1,915.87 feet (radius bears: N60°46'41"W) a distance of 96.02 feet through a central angle of 02°52'17" Chord: S30°39'28"W 96.01 feet; thence S30°39'28"W 610.50 feet; thence N59°20'32"W 102.25 feet; thence along the arc of a curve to the right with a radius of 11,426.16 feet a distance of 857.52 feet through a central angle of 04°18'00" Chord: N57°11'32"W 857.32 feet; thence N55°02'32"W 664.33 feet; thence N00°15'23"W 163.53 feet; thence S88°39'48"W 19.59 feet to the southeast corner of that parcel of land described in that certain Special Warranty Deed recorded April 30, 2008 as Entry No. 306567 in the Office of the Tooele County Recorder; thence along the easterly boundary of said parcel N00°20'00"W 208.00 feet; thence N00°20'48"E 1,166.50 feet to a boundary established by Boundary Line Agreement, recorded December 15, 2017 as Entry No. 460094 in the Office of the Tooele County Recorder; thence along said boundary N89°48'00"E 967.15 feet to the northwest corner of said OQUIRRH ESTATES MINOR SUBDIVISION; thence along the northerly line of said plat N89°46'35"E 1,326.59 feet to the point of beginning.

Contains: 119.73 acres+/-

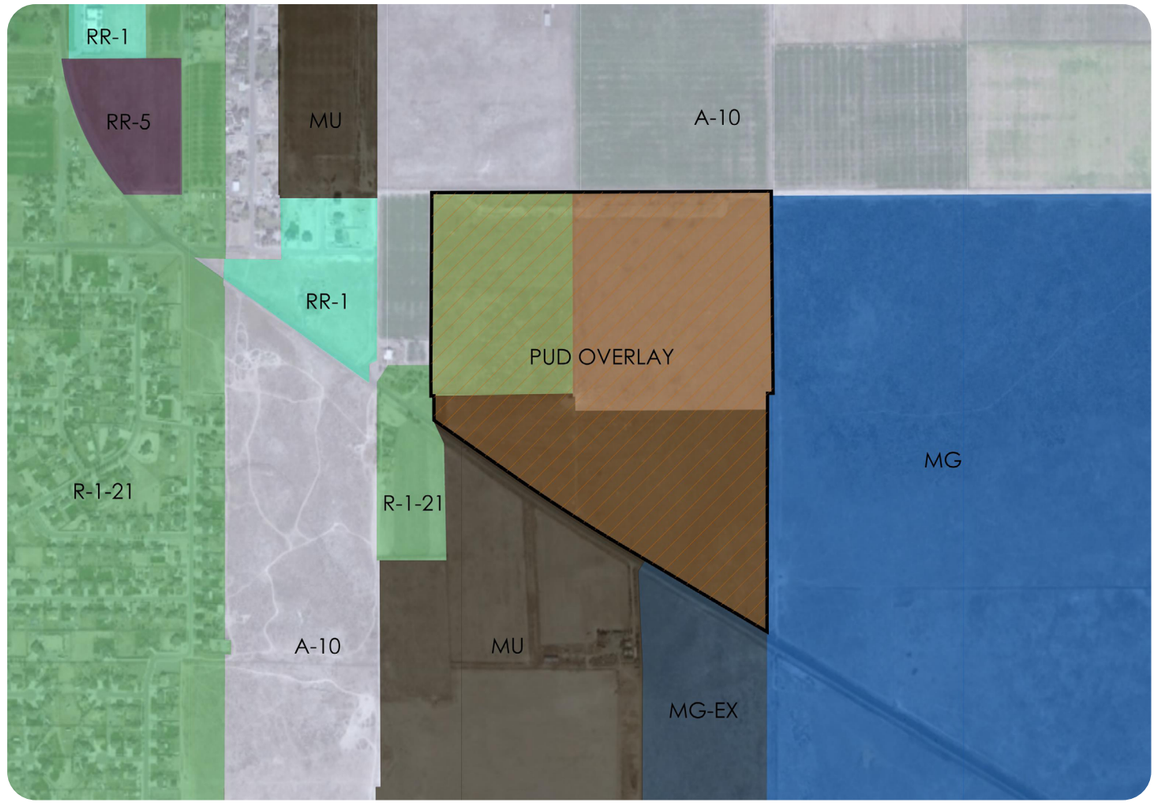
LAND USES & DESIGN STANDARDS

ZONING AND PUD OVERLAY MAPS



EXISTING ZONING

R-1-21, RM-15, and Mixed Use (MU)



PROPOSED PUD OVERLAY

Planned Unit Development

Density and Unit Counts per Zone

Zone	RM-15	Mixed Use	R-1-21	Total	Proposed Totals
Acreage	45.47	44.18	29.98	119.63	
Density	15	15	1.6	10.7	**7.7**
Max. Units	**682.1**	**662.7**	**48**	**1392.8**	**925**

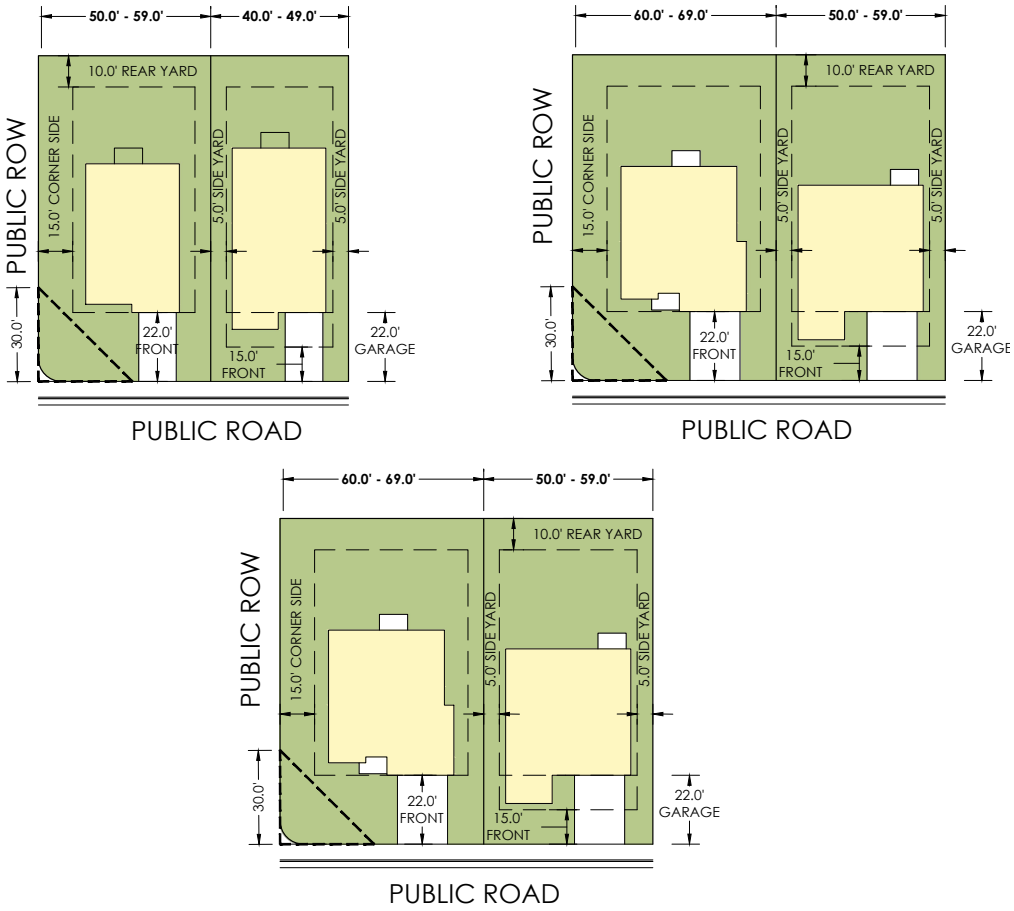
As shown in the table, the proposed PUD overlay's density is informed by the densities of the 2022 City Code underlying zones and their combined averages. Deseret Meadows proposes a minimum density reduction of 33.6% (467 fewer units than applicable zoning allowed).

LEGEND

- PROJECT BOUNDARY
- R-1-21
- RM-15
- PLANNED UNIT DEVELOPMENT OVERLAY
- MIXED USE (MU)

FRONT-LOAD SINGLE-FAMILY HOMES

Single-family lots in Deseret Meadows will at a minimum range from 2,400 to 6,000 square feet and larger to offer a range of housing options for Grantsville residents. All single-family homes will follow the setbacks, sight triangle requirements, and other development standards outlined by the Deseret Meadows Development Standards Table on the Deviations to the City Code - Single-Family page. These homes will have a single or double-car garage.



Setback Exhibit



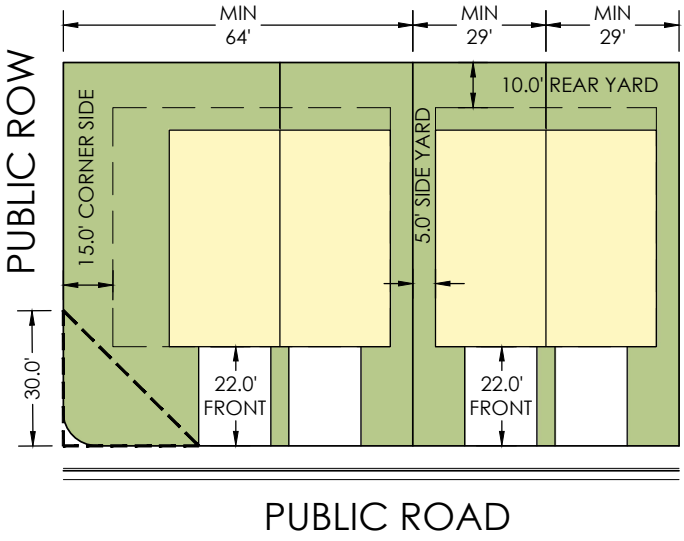


Home Examples

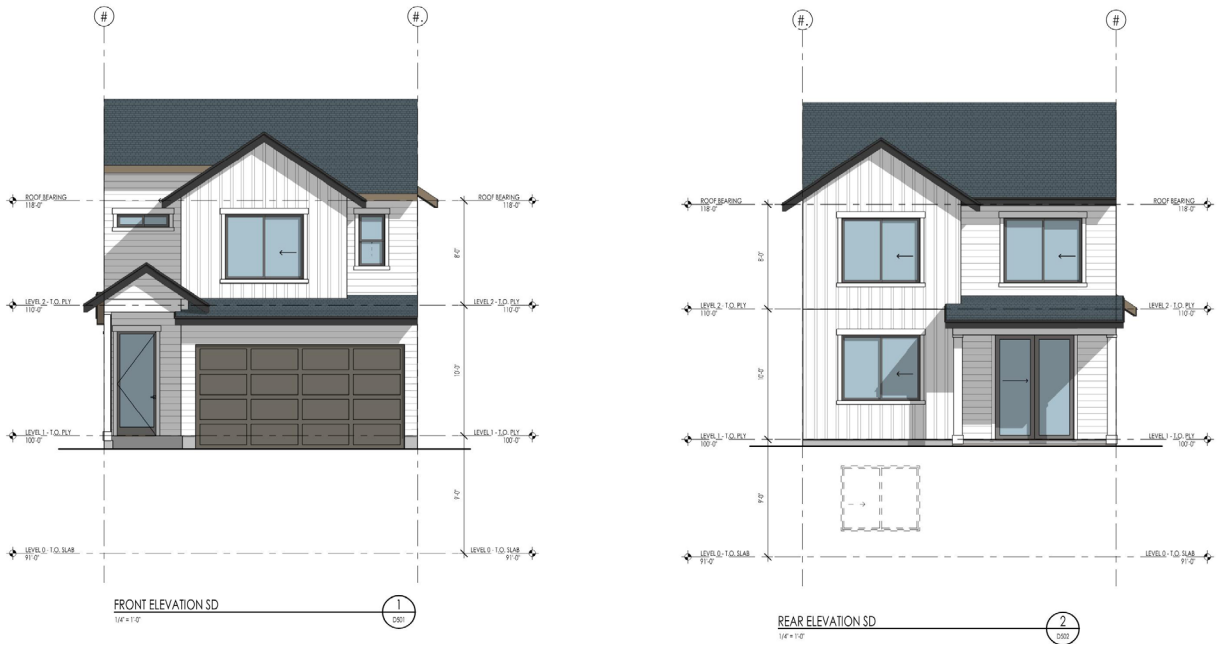
NOTE: ALL GRAPHICS SHOWN ARE CONCEPTUAL ONLY- ACTUAL FORM, DESIGN AND LAYOUT WILL BE DETERMINED AT PRELIMINARY SUBDIVISION APPROVAL.

FRONT-LOAD TWIN HOMES

Twin homes lots will at a minimum range from 2,400 to 4,000 square feet to offer a range of housing options for Grantsville residents. All twin homes will follow the setbacks, sight triangle requirements, and other development standards outlined by the Deseret Meadows Development Standards Table on the Deviations to the City Code - Single-Family page. These homes will have a single or double-car garage.



Setback Exhibit

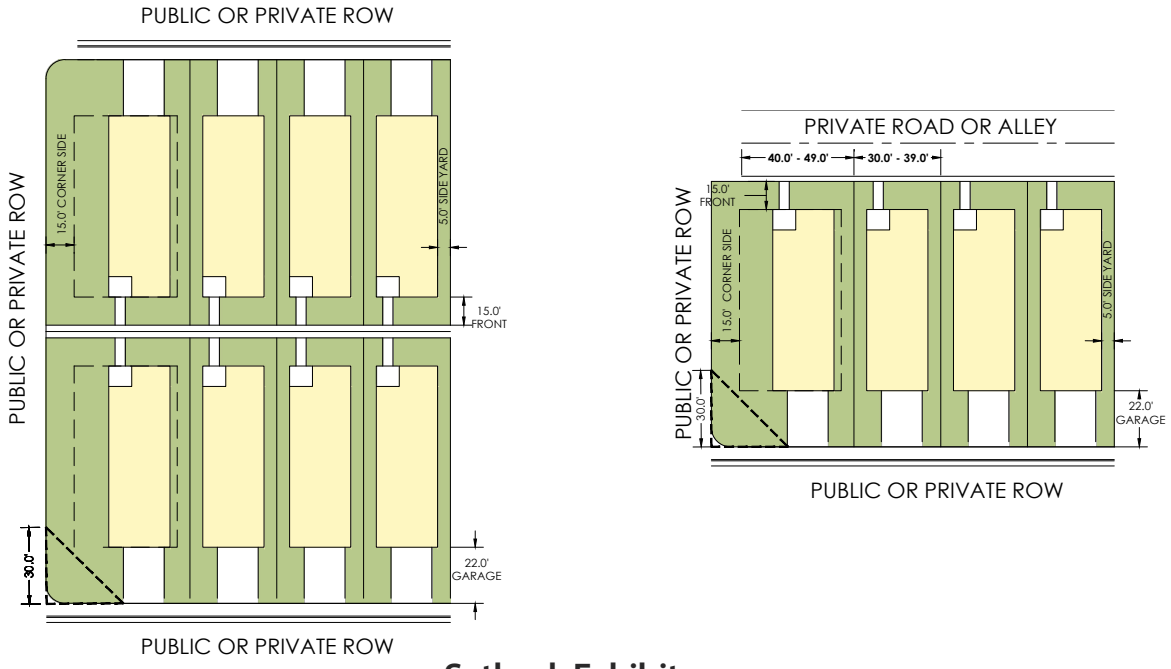


Conceptual Home Elevations

NOTE: ALL GRAPHICS SHOWN ARE CONCEPTUAL ONLY- ACTUAL FORM, DESIGN AND LAYOUT WILL BE DETERMINED AT PRELIMINARY SUBDIVISION APPROVAL.

REAR-LOAD SINGLE-FAMILY HOMES

Rear-load single family lots will be a minimum of 2,400 square feet. Front doors may face a shared open space or a road to create access to recreation opportunities and curb appeal. All single-family homes will follow the setbacks, sight triangle requirements, and other development standards outlined by the Deseret Meadows Development Standards Table on the Deviations to the City Code - Single-Family page. These homes will have a single or double-car garage.



Setback Exhibit



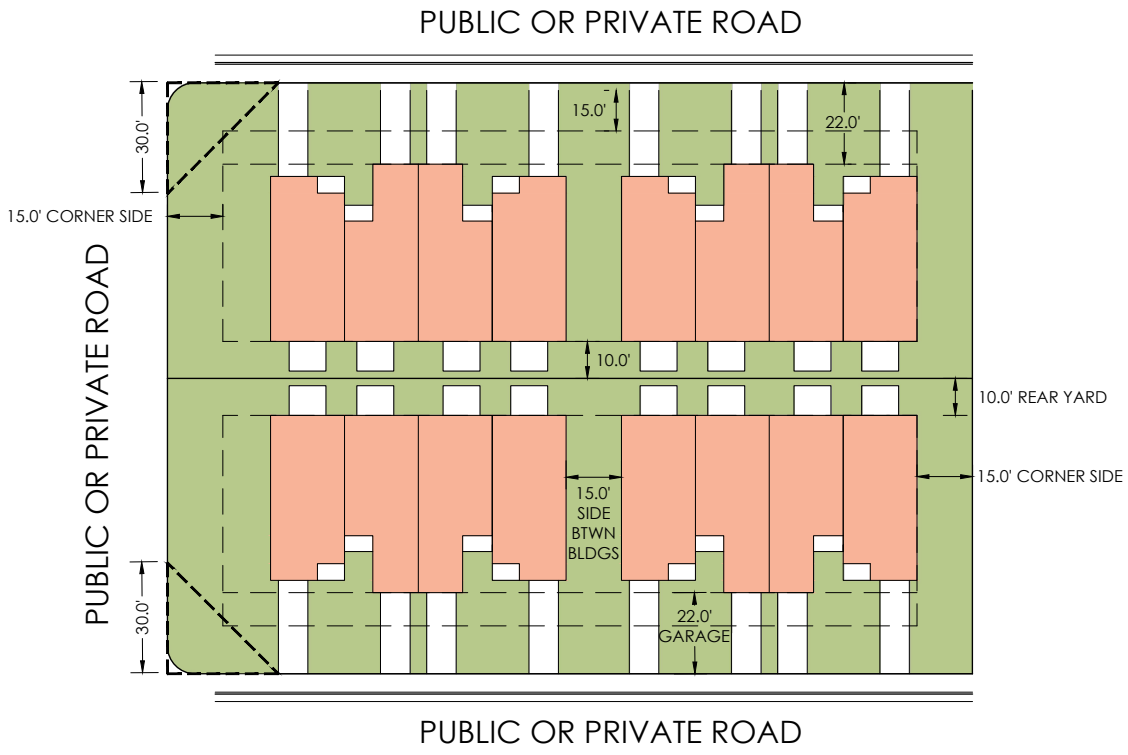


Home Examples

NOTE: ALL GRAPHICS SHOWN ARE CONCEPTUAL ONLY- ACTUAL FORM, DESIGN AND LAYOUT WILL BE DETERMINED AT PRELIMINARY SUBDIVISION APPROVAL.

FRONT-LOAD TOWNHOMES

Front-load units have garages accessed from the front of the home on either a public or private road. Townhomes in Deseret Meadows will feature 3-8 units per 2-story building. All buildings will follow the setbacks, sight triangle requirements, and other development standards outlined by the Deseret Meadows Development Standards Table on the Deviations to the City Code - Multi-Family page. These buildings will feature shared open spaces to provide recreational space to residents and will have a single or double-car garage.



Setback Exhibit



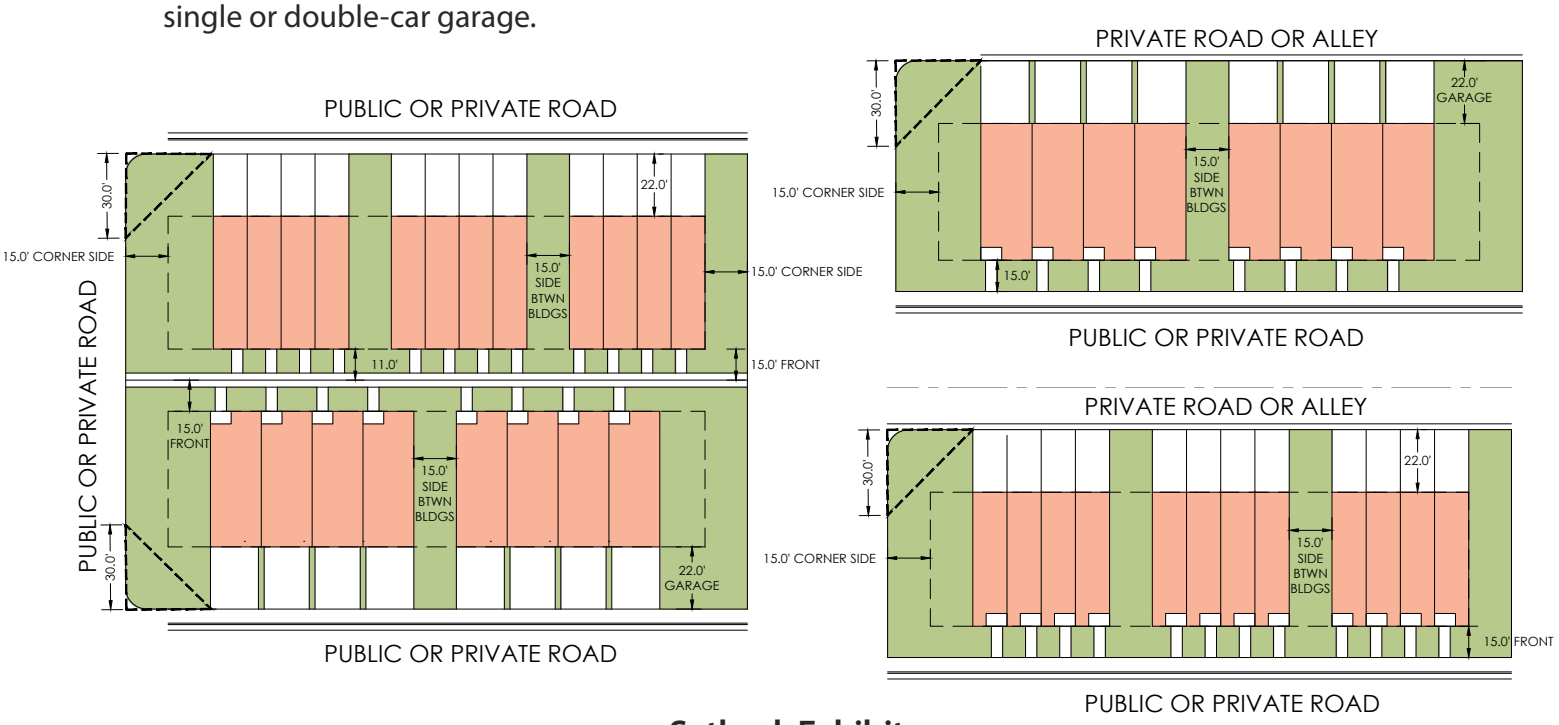


Home Examples

NOTE: ALL GRAPHICS SHOWN ARE CONCEPTUAL ONLY- ACTUAL FORM, DESIGN AND LAYOUT WILL BE DETERMINED AT PRELIMINARY SUBDIVISION APPROVAL.

REAR-LOAD TOWNHOMES

Rear-load units have garages accessed from the back of the property on a private road, which can improve curb appeal and provide opportunities for increased open space, trail acccess, and safety. Rear-load townhomes in Deseret Meadows will feature 4-8 units in each 2-story building. Front doors may face a shared open space or a road to create access to recreation opportunities and curb appeal. All buildings will follow the setbacks, sight triangle requirements, and other development standards outlined by the Deseret Meadows Development Standards Table on the Deviations to the City Code - Multi-Family page. These units will feature shared open spaces around each building and will have a single or double-car garage.



Setback Exhibit





Home Examples

NOTE: ALL GRAPHICS SHOWN ARE CONCEPTUAL ONLY- ACTUAL FORM, DESIGN AND LAYOUT WILL BE DETERMINED AT PRELIMINARY SUBDIVISION APPROVAL.

DEVIATIONS TO THE CITY CODE - SINGLE-FAMILY

Development Standards

	Zone	Maximum Density	Minimum Lot Size	Minimum Lot Frontage (at property line on street)	Front Yard	Rear Yard Main Building	Rear Yard Accessory Bldg.	Side Yard Main Bldg.	Side Yard Accessory Bldg.	Corner Side Yard (1)	Building Height	Maximum Building Coverage	Open Space Requirement (2)	Landscape Requirement	Minimum dwelling size	Parking	Perimeter Buffer
GRANTSVILLE ZONES	R-1-21 SFD		21,780 sq. ft. (1/2 ac)	70-feet	40-feet	30-feet	1-foot	5 and 15 feet, or width of easement if greater	1-foot	2 front yards and 2 side yards required	35 feet or basement and 2 floors (whichever is less)	20%	10%	NA	1,000 sq. ft.	2 spaces per dwelling unit	50'
	RM-15 SFD	15 DU/Ac	8,000 sq. ft. 10,000 sq. ft. Corner Lots	60-feet	25-feet	20-feet	1-foot	7.5-feet	4-feet	25-feet on each side fronting a street.	35-feet	50%					
	Mixed-Use SFD		4,000 sq. ft.	50-feet	25-feet	20-feet	7.5-feet	7.5/10-feet	7.5-feet	25-feet on each side fronting a street.	35-feet	NA	10%	25% of total project area			30-feet along HWY 112
PROPOSED STANDARDS	29-39' Lot	10 DU/Ac	2,400 sq. ft.	29-feet	15-feet; 22' garage setback - 22' front setback on corner lots	10-feet	NA	5-feet; 0' for shared wall of twin homes	NA	15-feet	35-feet	65%	10 acres min. or 10% of area, whichever is greater	10%			Lamb Lane acts as buffer from planned industrial uses. Most other adjacent uses are planned to be residential and therefore buffers are not needed for these compatible uses. Where this is not applicable, a 30-foot buffer will be used along HWY-112 and a 50-foot buffer will separate adjacent incompatible uses.
	40-49' Lot	8 DU/Ac	3,200 sq. ft.	40-feet		10-feet	NA	5-feet	NA	15-feet	35-feet	55%					
	50-59' Lot	6 DU/Ac	4,500 sq. ft.	50-feet		10-feet	NA	5-feet	NA	15-feet	35-feet	55%					
	60-69' Lot	5 DU/Ac	6,000 sq. ft.	60-feet		10-feet	NA	5-feet	NA	15-feet	35-feet	55%					

Footnotes

1. Corners to maintain a 30' sight triangle per city code on all lots, for every unit type.
2. Open space is based on an overall project-wide basis. Milestone 1: 50% of the required open space will be improved as 50% of the lots are improved; milestone 2: 100% of the required open space will be improved as 70% of the lots are improved

Permitted encroachments (subject to building code requirements)

- Encroachments such as roof eaves/overhangs, brick ledges, bay/box windows, fireplaces/chimneys, entertainment center bump outs, counterforts, cantilevers, exterior post/columns, solar panels, mechanical equipment including HVAC, brick ledges, light fixtures, and like features are allowed to encroach up to 3-feet within side and rear setbacks.
- Only decks and covered patios less than 30-inches above grade may encroach into the side or rear yard setback, but must be a minimum of 5-feet from the side or rear property line.
- Structures used for ADA compliance and life safety measures (including window wells and similar features) are excluded from setback restrictions.

DEVIATIONS TO THE CITY CODE - MULTI-FAMILY

Development Standards

	Zone	Maximum Density	Minimum Lot Size	Minimum Lot Frontage (at property line on street)	Front Yard	Rear Yard Main Building	Rear Yard Accessory Bldg.	Side Yard Main Bldg.	Side Yard Accessory Bldg.	Side Yard Corner Side Yard (1)	Building Height	Min. Distance btwn structures on same lot	Maximum Building Coverage	Open Space Requirement (2)	Landscape Requirement	Minimum dwelling size	Parking	Perimeter Buffer
GRANTSVILLE ZONES	Mixed-Use Commercial		½ acre	100-feet	25-feet	20-feet	7.5-feet	7.5/10-feet	7.5-feet	25-feet each side on the street 10-feet other two sides	35-feet	NA	NA		25% of total Project area	NA	4.1 spaces per 1,00 sq. ft. of gross floor area	50'
	Mixed-Use Multi- family	15 DU/ac	2,400 sq. ft.	30-feet	25-feet	20-feet	7.5-feet	15-feet	7.5-feet	25-feet	35-feet or 3-stories whichever is less	30-feet	NA	10 acres min. or 10% of area, whichever is greater	25% of total Project area	1,000 sq. ft. of Living space	2 spaces per du + Guest parking (3)	50'
PROPOSED STANDARDS	Alley-Load Townhomes	15 DU/Ac	1,200 sq. ft.	22-feet	15-feet	22' for full-length driveways; 5' for drive approaches	NA	15-feet between buildings; 0' for shared wall		15-feet	35-feet	15-feet	90%	10 acres min. or 10% of area, whichever is greater	10%	1,100 sq. ft. for Alley-loaded units	2 spaces per du + Guest parking	Lamb Lane acts as buffer from planned industrial uses. Most other adjacent uses are planned to be residential and therefore buffers are not needed for these compatible uses. Where this is not applicable, a 30-foot buffer will be used along HWY-112 and a 50-foot buffer will separate adjacent incompatible uses.
	Front-Load Townhomes	15 DU/Ac	1,300 sq. ft.	24-feet	15-feet; 22' garage setback	15-feet	NA	15-feet between buildings; 0' for shared wall		15-feet	35-feet	15-feet	90%			1,200 sq. ft. for Front-loaded Units		

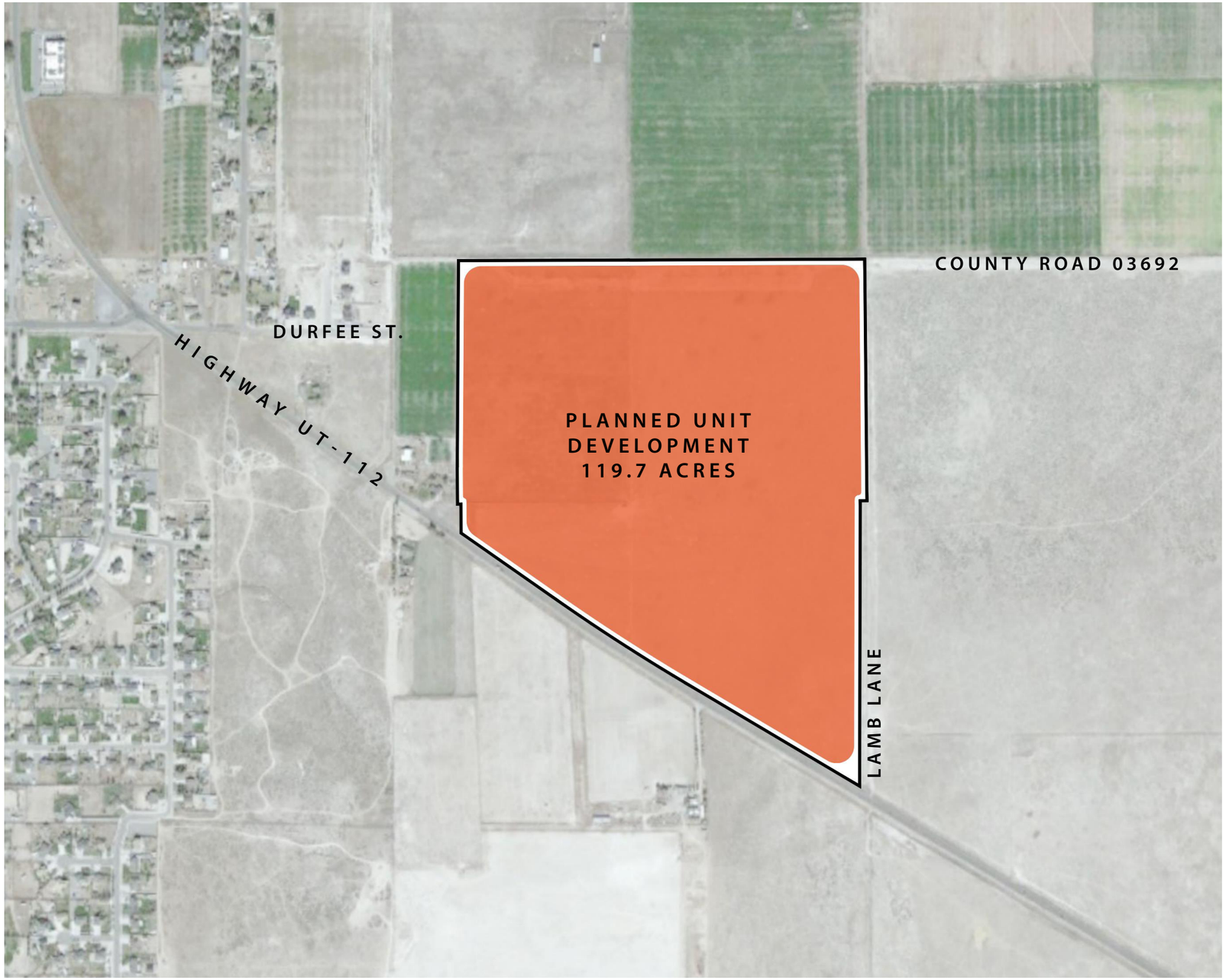
Footnotes

1. Corners to maintain a 30' sight triangle per city code on all lots, for every unit type.
2. Open space is based on an overall project-wide basis. Milestone 1: 50% of the required open space will be improved as 50% of the lots are improved; milestone 2: 100% of the required open space will be improved as 70% of the lots are improved
3. Grantsville City Code: Parking for the first ten (10) units shall provide one (1) separate designate visitor parking stall per dwelling unit. For each unit over the first ten (10) dwelling units, one (1) additional parking stall for each two (2) dwelling units shall be provided. For any partial stalls calculated, the applicant shall round up to the next whole number of stalls. (City Standard for Mixed-Use Multi-Family)

Permitted encroachments (subject to building code requirements)

- Encroachments such as roof eaves/overhangs, brick ledges, bay/box windows, fireplaces/chimneys, entertainment center bump outs, counterforts, cantilevers, exterior post/columns, solar panels, mechanical equipment including HVAC, brick ledges, light fixtures, and like features are allowed to encroach up to 3-feet within side and rear setbacks.
- Only decks and covered patios less than 30-inches above grade may encroach into the side or rear yard setback, but must be a minimum of 5-feet from the side or rear property line.
- Structures used for ADA compliance and life safety measures (including window wells and similar features) are excluded from setback restrictions.

BUBBLE PLAN



TABULATIONS

TOTAL PROJECT AREA	119.7 AC
MAX. ALLOWABLE DENSITY	7.7 DU/AC
TOTAL ALLOWABLE UNITS	925 UNITS
OPEN SPACE	MIN. 10% OF OVERALL PROJECT ACREAGE

LEGEND

PLANNED UNIT DEVELOPMENT

NOTES

1. Deseret Meadows will provide the minimum 10% open space in this development as required by City code. Boundaries and locations of all open space areas may be adjusted by developer, but shall not result in less than the overall 10% required open space. Please see page 15 for a conceptual illustration of potential open space areas. Final open space areas and locations will be determined at preliminary plat.



N.T.S.

EXAMPLE CONCEPT LAYOUT



LEGEND

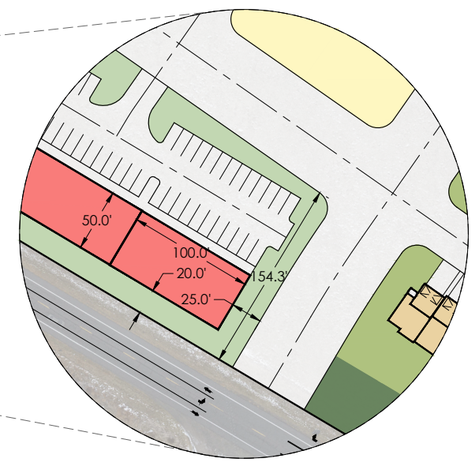
- **COMMERCIAL (7.7 AC SHOWN; RANGE: 6-8)**
- **TOWNHOMES (400 - 470 UNITS)**
- **TWIN HOMES (150 - 200 UNITS)**
- **VILLA (100 - 150 UNITS)** (APPROX. MIN. 40' x 77' LOTS)
- **DREAM (100 - 135 UNITS)** (APPROX. MIN. 44' x 100' LOTS)
- **TOWNHOME LANDSCAPING (9.1 AC SHOWN; RANGE: 6-9 AC)**
- **PUBLIC OPEN SPACE (17.9 AC SHOWN; RANGE: 12-18)**
- **OPEN SPACE OWNED & MAINTAINED BY CITY (10.2 AC SHOWN; MIN. 10 AC.)**
- **POTENTIAL LOCATIONS FOR TOWNHOME AMENITIES (EX. PICNIC TABLES, PAVILIONS, ETC.)**

PARKING
REQUIRED: 2 STALLS/UNIT (RESIDENT), 1 STALL/FIRST 10 UNITS + 1 STALL/2 UNITS (GUEST)

DRIVEWAY	**1,670 - 1,850 STALLS**
GARAGE	**1,670 - 1,850 STALLS**
GUEST	**215 STALLS**
TOTAL	**3,340 - 3,700 STALLS (RESIDENTS: 4 STALLS/UNIT, GUESTS: REQ. MET)**

PARALLEL PARKING ON PUBLIC ROADS NOT TABULATED.

NOTES:
1. ALL GRAPHICS AND TABULATIONS SHOWN ARE CONCEPTUAL ONLY. ACTUAL FORM, UNIT TYPES, UNIT COUNTS, OPEN SPACE, DESIGN AND LAYOUT WILL BE DETERMINED AT PRELIMINARY SUBDIVISION APPROVAL.
2. TOWNHOME LOTS REPRESENT BOTH THE PRODUCT FOOTPRINT AND PRIVATE OPEN SPACE BETWEEN, IN FRONT OF, AND BEHIND TOWNHOME BUILDINGS.
3. ADEQUATE GUEST PARKING WILL BE PROVIDED FOR ALL TOWNHOME UNITS THROUGH A COMBINATION OF BOTH ON AND OFF-STREET PARKING STALLS.



EXAMPLE LAYOUT FOR COMMERCIAL AREA AT NARROWEST POINT
(FOR ILLUSTRATIVE PURPOSES ONLY)

FENCING

Fences and walls help define public and private open space boundaries, but can detract from the character of a community without regulation. Collector road perimeters will be designed at preliminary plat. Fence design should correspond to the style of the Architecture. Vinyl and precast concrete products will be allowed on a case-by-case basis as approved by the Architectural Review Committee.

Fences and perimeter walls should help delineate an open space from the adjacent properties. Each plat will elaborate on specific design standards and acceptable materials for this feature by location.

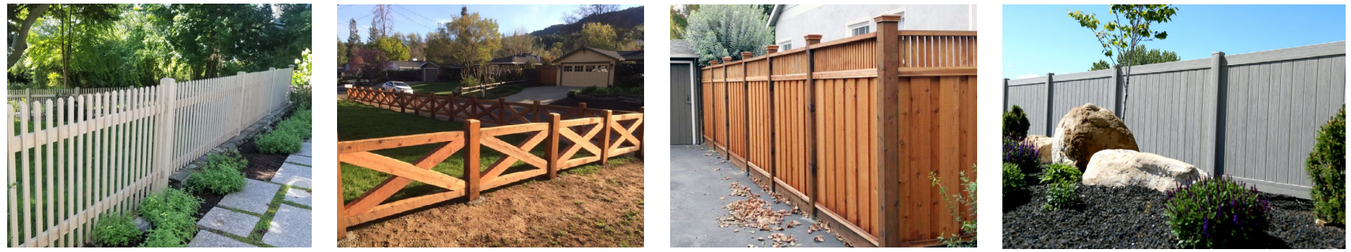
Minimal fencing should be incorporated into open space design except where required for certain sports fields/courts, dog parks, or swimming pools. Chain link is only acceptable around sports fields and for non-visible rear yard applications such as dog runs.

Visual permeability into open spaces invites the public to enter. The City will operate, maintain, and replace as needed all fencing built on City-owned property.

An HOA-maintained perimeter fence will be constructed along SR-112 and Lakeview Business Park where residential uses are planned.

RESIDENTIAL PERIMETER

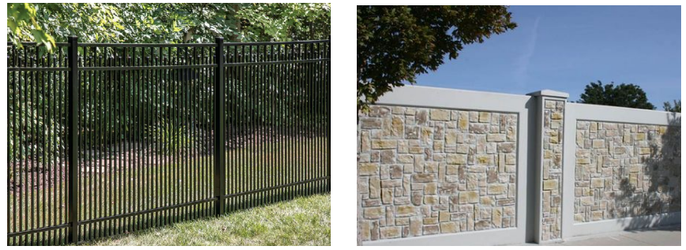
- Front Yard Height: maximum of 3 FT
- Back/Side Yard Height: maximum of 6 FT for privacy fencing between lots
- Fence styles should relate to the architectural style of the house
- Acceptable materials: wood, metal, brick, stone, architectural concrete, architectural vinyl, etc.



Examples of residential fencing

COMMERCIAL FENCING

- Height: maximum 6 FT
- Acceptable materials - Wood, Metal, Gabion, Trendstone, Architectural Concrete or equivalent.
- Avoid fencing except when adjacent to open space or residential property or to screen delivery alleys and dumpsters



Examples of commercial fencing

OPEN SPACE FENCING

- Height: maximum 6 FT
- Acceptable materials - Wood, Metal, Architectural Vinyl, Architectural Concrete, etc.



Examples of open space fencing

MAJOR ROADWAYS FENCING

- Height: maximum 6 FT
- Acceptable materials - Masonry, Architectural Concrete, Architectural Vinyl, or equivalent.



Example of roadway fencing

NOTE: ALL GRAPHICS SHOWN ARE CONCEPTUAL ONLY. ACTUAL FORM, DESIGN AND LAYOUT WILL BE DETERMINED AT PRELIMINARY SUBDIVISION APPROVAL.

PRIVATE VS. PUBLIC MAINTENANCE

A Homeowners' Association (HOA) will be established for ownership and maintenance of common areas. Any HOA will be established under the applicable Utah Law with all necessary authority and reserve accounts in order to ensure proper maintenance of all open spaces. The HOA will own and maintain all park strips, private roads, open spaces, retention basins deeper than 3 feet, and parks under 10 acres, including the currently proposed 2.5-acre park and buffer areas.

The City will own and be responsible for the maintenance of the planned 10-acre park.

OPEN SPACE

OPEN SPACE NARRATIVE

INTRODUCTION

A key element in the livability and long-term desirability of a planned unit development is the provision and integration of open space, trail corridors, active recreation, and community amenities. Open space is integral to the success of a community, as it provides public areas of respite, gathering, and connection. Just as architectural guidelines provide a palette of materials, recommended scale, and building setbacks, this plan provides the necessary components for the development of all open spaces.

This plan aims to expand on the traditional suburban park ideals by creating a coherent vision of the variety of open spaces to be developed. Located strategically throughout the community— and with ample pedestrian and bicycle access—open space promotes social interaction and healthier, active lifestyles. Well-designed open space plans incorporate a range of settings for both active and passive uses that cater to a broad range of ages and interests.

Deseret Meadows will meet or exceed the open space requirements outlined in Grantsville City code. When possible, these areas should highlight scenic views of the natural environment in an effort to visually connect residents to the surrounding context of the City and valley at large. To encourage the ongoing use of the proposed open space throughout the community, a variety of open space categories should be implemented. Open space amenities will be defined at preliminary plat and installed by the Developer. The intent of each space is to make a memorable landmark and intriguing destination that contributes to a unique sense of place.

OPEN SPACE TYPES

- Linear Park, min. 25' wide
- Community Parks (with programming and related amenities acting as stormwater retention when less than 3' deep)
- Multi-Family Open Space, min. 25' wide

Note: all open space types will provide adequate ADA access.

POTENTIAL OPEN SPACE AMENITIES

- Open play fields
- Pickleball court(s)
- Basketball court(s)
- Playgrounds
- Walking/jogging paths
- Pavilions
- Parking
- Grill picnic areas

OPEN SPACE TYPES

Deseret Meadows will feature a variety of open space types to meet the recreational needs of residents of both this development and the City of Grantsville overall. The images shown on this page provide precedent imagery for each of these open space types and for example only. The design and layout of each of these open spaces will be determined at preliminary site plan submittal.

COMMUNITY PARK WITH STORMWATER RETENTION LESS THAN 3' DEEP

This park area will be centrally located to the community. It is the intent of this park and associated trail corridors to meet the proportionate share of the level of service for a community park as detailed within the City's adopted parks, recreation, trails, and related master plans. Details regarding the amenities are briefly discussed and illustrated in this PUD application. The recreational intensity and programming of the open space will be refined with input from the City to best meet the needs of the surrounding community.



Brookside Park - South Jordan, UT



Blue Hole Park - Wimberly, TX

With the large contiguous areas and proximity to trail corridors and other public open space areas, dual-use retention areas with depths less than 3' and areas greater than 10 acres are to be installed by the developer and owned and maintained by the City.



Redfern Park - Minto, Australia



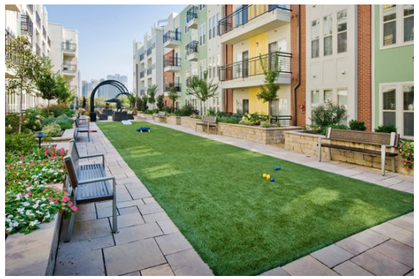
2nd St. Detention Basin - Champaign, IL

MULTI-FAMILY OPEN SPACE

These open space areas will provide connectivity and recreation throughout multi-family development areas.



Hattontown Square - Herndon, VA



Church St. Apartments - Charlotte, NC

LINEAR PARKS

These park areas may parallel trails throughout the development to provide trailside amenities and utilize corridor areas to create connectivity and recreation opportunities for residents. They will have a minimum width of 25'.



Terry Hershey Park -Houston, TX



Cross Creek Ranch - Fulshear, TX

NOTE: ALL GRAPHICS SHOWN ARE CONCEPTUAL ONLY AND INTENDED TO CONVEY GENERAL CHARACTERISTICS OF THE DEVELOPMENT THROUGH PRECEDENT IMAGERY. ACTUAL FORM, DESIGN AND LAYOUT WILL BE DETERMINED AT PRELIMINARY SUBDIVISION APPROVAL.

OPEN SPACE AMENITIES

Deseret Meadows will provide a variety of amenities for residents to enjoy. These photos show examples of potential amenities that could be included in the open spaces and parks throughout the development.


PLAYGROUND


PAVILION


PLAYGROUND


VIEW POINT ALONG TRAIL


OPEN PLAY FIELDS


BASKETBALL COURTS


PATHS & TRAILS IN PARK


PICKLEBALL COURTS


PICNIC AREAS


PLAYGROUND

NOTE: ALL GRAPHICS SHOWN ARE CONCEPTUAL ONLY- ACTUAL FORM, DESIGN AND LAYOUT WILL BE DETERMINED AT PRELIMINARY SUBDIVISION APPROVAL.

PEDESTRIAN CONNECTIVITY

Deseret Meadows is intended to be a pedestrian-oriented community with streets constructed in scale with the community needs. Planning efforts documented in this PUD application reiterate that the development layout should encourage pedestrian movement despite the anticipated prevalence of vehicles. Walkable districts will be a priority to reduce vehicle trips by allowing residents to park and be within walking distance of multiple destinations. Proximity to amenities combined with pedestrian/bike paths, on-street parking, and safe intersection crossings encourages multiple forms of travel.

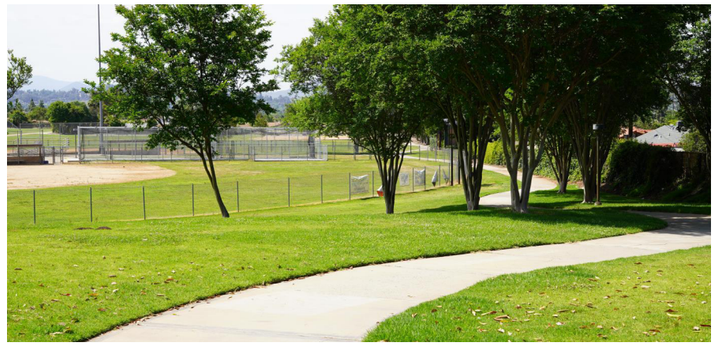
The desire to accommodate various forms of transportation stems from the documented social and physical benefits associated with increased foot traffic within a community. Providing accessible and visible circulation routes for pedestrians and cyclists correlates to improved rates of physical activity. Providing the infrastructure that encourages physical activity also provides opportunities for social interaction between residents with leads to a higher reported quality of life. Increased interaction and pedestrian movement through a community fosters a sense of ownership and safety.

Site circulation will be refined as the street and trail layout for each plat is approved. Temporary roadways may be required with each individual phase for fire and secondary access purposes. These temporary roads will be addressed at preliminary and be dependent on existing conditions at the time of development.

All trails currently proposed per the Existing and Planned City Trails plan for the City prior to the time of submittal will be taken into consideration. The proposed routes for trails extending through the development will be rerouted to align with internal features and connect to existing trails along the border of the project. Exact alignments will be determined with each preliminary plat submittal. Trails shall be accessible and open, and designed to accommodate public safety needs and emergency services.

Connector trails will be incorporated with the other open space uses within the community and provide the connectivity needed between major corridors such as Hwy 112 and along Lamb Lane. Details regarding the landscaping of these connector trails can be found in the landscape plans with more detail at the preliminary plat. All trails outside the 10-acre park will be owned and maintained by the HOA, while all trails within the 10-acre park will be owned and maintained by the City.





NOTE: ALL GRAPHICS SHOWN ARE CONCEPTUAL ONLY- ACTUAL FORM, DESIGN AND LAYOUT WILL BE DETERMINED AT PRELIMINARY SUBDIVISION APPROVAL.





DESIGN STANDARDS

City owned trails, including those adjacent to roadways, will be concrete. Privately maintained trails may use asphalt, concrete, paver, decomposed granite, or other compacted materials. Compacted materials should utilize a tackifier and be lined by steel edging on either side of the path to prevent vegetation for taking over pathways.

- Xeriscape should be incorporated as much as possible to encourage sparing use of water
- Adequate lighting, whether path or area lighting, should be provided for safe usage at night
- Trash receptacles and benches should be placed at a minimum of every ¼ mile
- Adjacent trees should provide continuous shade canopy at maturity
- Planting should be used to direct users to trailheads and add comfort to respite areas

TRAIL LANDSCAPE

- Trees should provide a continuous canopy at maturity
- Shrubs and ornamental grasses should be used to soften trail borders
- Trail entrances and respite zones should be accented with additional plantings
- Vegetation should be no higher than 24" for a distance of 3' on either side of the trail

TRANSPORTATION

FUTURE MASTER TRANSPORTATION PLAN



LEGEND

- PROJECT BOUNDARY
- COLLECTOR ROAD
- ARTERIAL ROAD

- FULL INTERSECTION, ±100'
  (Future right-in/right-out intersection per UDOT standards)
- ACCESS POINT, ±100'
  (Future intersection per City standards, location to be determined at preliminary)
- FULL INTERSECTION, ±100'
  (Future signalized UDOT intersection)

Note: Per UDOT requirements, a westbound turn lane and separate eastbound turn lane will be improved as part of the project. City and developer to continue coordination with UDOT on SR-112 cross section design. Needed ROW improvements will be determined by a Project traffic study.

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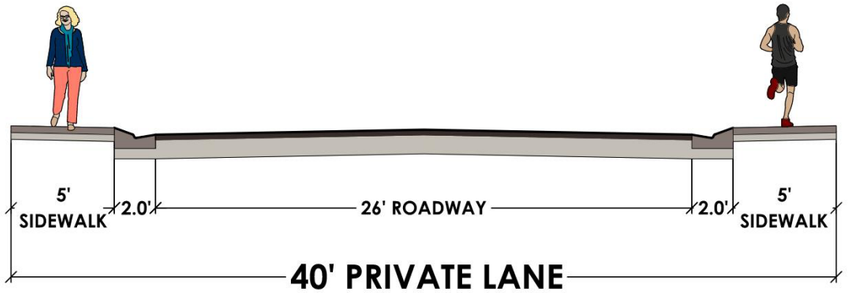
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NOTE: ALL GRAPHICS SHOWN ARE CONCEPTUAL ONLY- ACTUAL FORM, DESIGN AND LAYOUT WILL BE DETERMINED AT PRELIMINARY SUBDIVISION APPROVAL.

CROSS SECTIONS

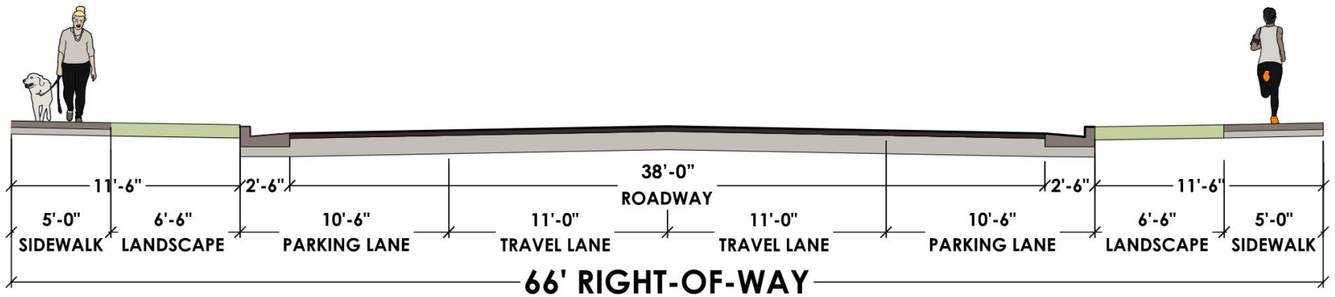
PRIVATE ROADWAYS (HOA MAINTAINED)





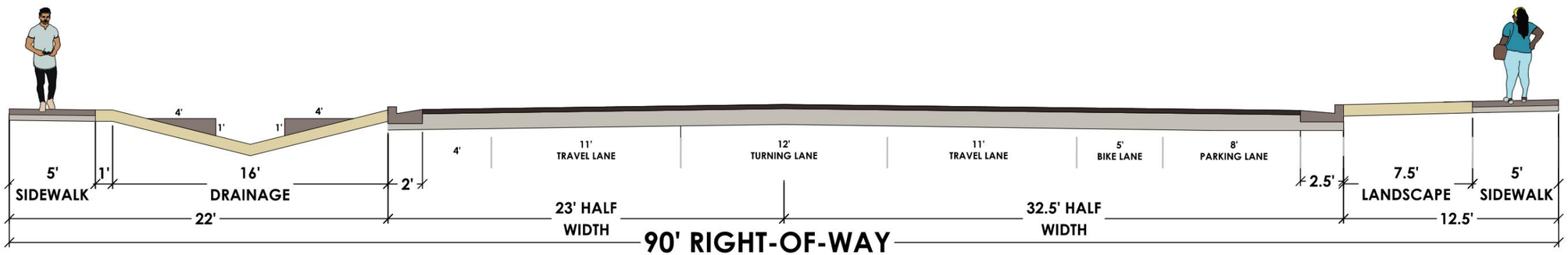
NOTE: NO PARKING ON PRIVATE ALLEY OR PRIVATE LANE

LOCAL ROADWAY (CITY MAINTAINED)



GRANTSVILLE CITY STANDARD 66' RIGHT-OF-WAY

COLLECTOR ROADWAY (CITY MAINTAINED)

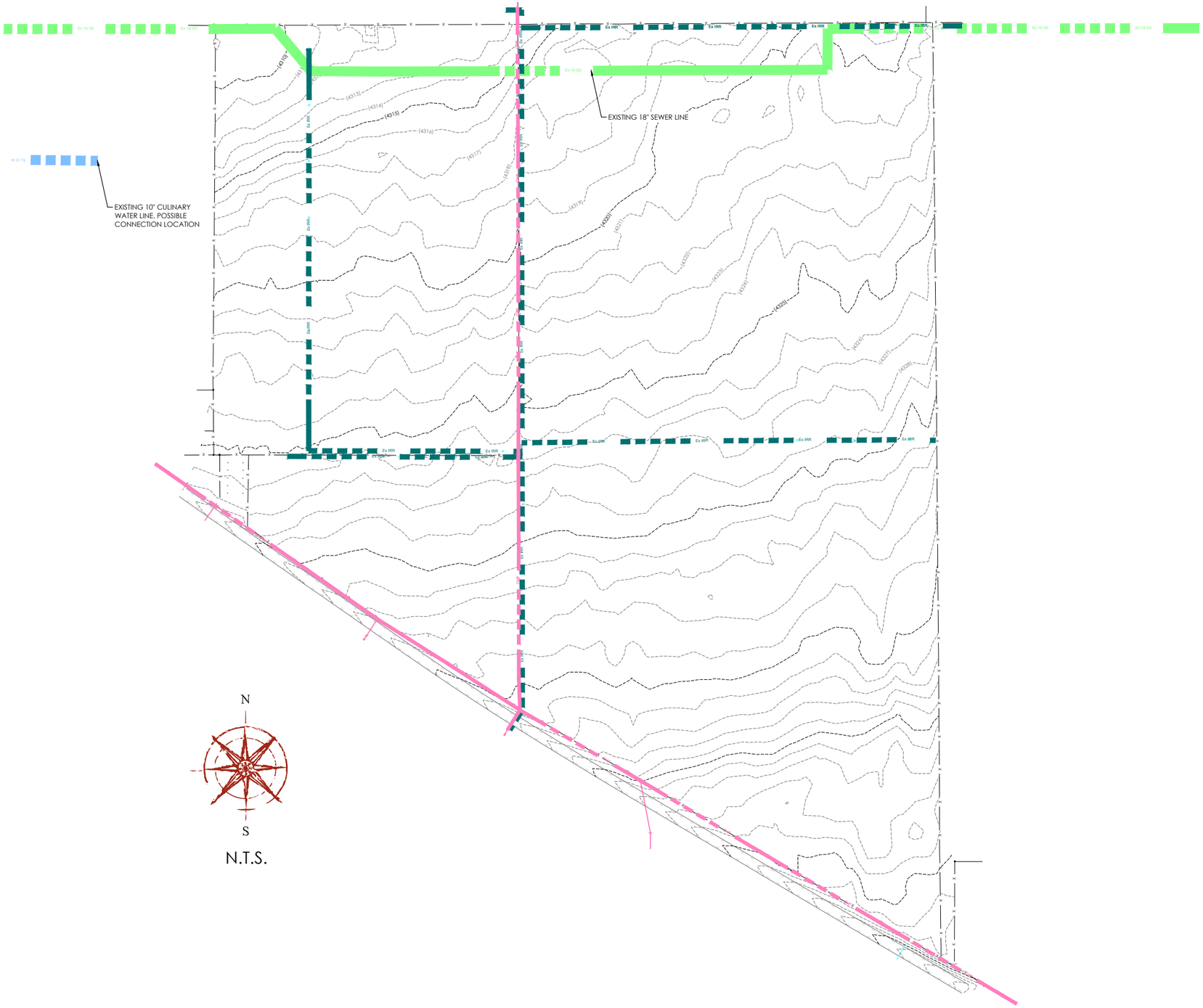


GRANTSVILLE CITY STANDARD COLLECTOR A

NOTE: ALL GRAPHICS SHOWN ARE CONCEPTUAL ONLY- ACTUAL FORM, DESIGN AND LAYOUT WILL BE DETERMINED AT PRELIMINARY SUBDIVISION APPROVAL.

UTILITIES

UTILITIES



LEGEND

- EXISTING 18" SEWER
- EXISTING 10" CULINARY WATER
- EXISTING IRRIGATION
- EXISTING OVERHEAD POWER

NOTES:

PROPERTY IS NOT IN FLOOD ZONE.

EXISTING 18" SEWER LINE HAS CAPACITY FOR THIS SUBDIVISION AND IS THE OUTFALL LOCATION FOR THE PROPOSED SUBDIVISION.

WATER HAS BEEN STUBBED AT THE END OF DURFEE STREET AND IS A POSSIBLE CONNECTION POINT. WATER CAN ALSO BE BROUGHT FROM THE EAST WITH OFFSITE IMPROVEMENTS FROM THE INDUSTRIAL PARK.

STORM DRAIN RETENTION BASIN WILL BE SIZED TO HOLD THE THE ANNUAL EXCEEDANCE PROBABILITY (AEP) 1-PERCENT (1%) STORM, 24-HOUR DURATION EVENT PER CITY CODE.

EXISTING IRRIGATION LINES WILL BE ABANDONED AND REMOVED. SECONDARY WATER WILL BE PROVIDED AS AVAILABLE.

EXISTING POWER LINES RUNNING NORTH-SOUTH TO BE BURIED AS NECESSARY (NOT APPLICABLE TO LINES ALONG HWY 112).

RETENTION NARRATIVE

Deseret Meadows is a 120-acre development located along the north side of HWY 112 in Grantsville, UT. The property will feature a mixed use of commercial, single-family, and multi-family units. The storm water system will be sized and designed during the preliminary stage of the development. There will be a retention pond that will be designed following Grantsville City retention standards and sized for the Annual Exceedance Probability (AEP) 1-percent storm. Stormwater pipes will be sized to convey the AEP 1-percent (1%) storm, 24-hour duration event to the retention basin. A storm water report detailing the storm water system and calculations will be provided with the preliminary approval. If the project is phased, storm water calculations will be provided for each phase, and the pond can be expanded as needed for the additional area that is added.

Agenda Item #3

Consideration of Resolution 2024–85 approving the Master Development Agreement for Deseret Meadows PUD

GRANTSVILLE CITY
RESOLUTION NO. 2024-85

A RESOLUTION APPROVING THE MASTER DEVLOPMENT AGREEMENT FOR DESERET MEADOWS

Be it resolved by the City Council of Grantsville City, Utah as follows:

WHEREAS, Grantsville City (the "City") and RG Grantsville 112, LLC (the "Developer") have prepared a Master Development Agreement ("MDA") for the proposed Deseret Meadows Development, which outlines the terms and conditions for the development of the property located north of State Route 112; and

WHEREAS, the City Council finds that the MDA is in accordance with the City's General Plan and land use requirements and will further the orderly and beneficial development of the City by establishing agreed-upon standards for infrastructure, open space, and residential and commercial development within Deseret Meadows; and

WHEREAS, the MDA includes provisions for water and wastewater service capacities, as detailed in the memorandum dated October 17, 2024, from Ensign Engineering (attached hereto as part of Exhibit A), which confirms the availability of City resources to support the development, subject to required infrastructure improvements by the Developer; and

WHEREAS, the MDA references Exhibit B, pertaining to the Deseret Meadows Planned Unit Development (PUD), which will be supplemented to the MDA if approved by the City Council; and

WHEREAS, the City Council has reviewed and considered the terms of the MDA, along with the supporting documents, and finds it to be in the best interest of the City and its residents;

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

Section 1. Approval of MDA: The Grantsville City Council hereby approves the Master Development Agreement between Grantsville City and RG Grantsville 112, LLC, for the Deseret Meadows Development, as outlined in Exhibit A.

Section 2. Effective Date: This resolution shall take effect immediately upon its passage and approval as provided by law.

Section 3. 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 14TH DAY OF NOVEMBER, 2024.

BY THE ORDER OF THE GRANTSVILLE CITY COUNCIL:

_____
By Mayor Neil Critchlow

ATTEST

_____
Braydee Baugh, City Recorder

EXHIBIT “A”

Master Development Agreement for Deseret Meadows

WHEN RECORDED, RETURN TO:

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

GRANTSVILLE CITY
MASTER DEVELOPMENT AGREEMENT
FOR
DESERET MEADOWS

THIS MASTER DEVELOPMENT Agreement ("**Agreement**") is made and entered as of the _____ day of _____, 2024 ("**Effective Date**"), by and between Grantsville City, a municipal corporation of the State of Utah ("**City**") and RG Grantsville 112, 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. On August 17, 2022 ("**Application Date**"), Developer as a co-applicant with its then buyer, submitted an application for a planned unit development for the Property. Subsequently, Developer supplemented its planned unit development application. The application, as supplemented, contemplates the development of the Property consistent with the City's planned unit development requirements. Developer and the City desire that the Property be developed in a unified and consistent fashion pursuant to the PUD. 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 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 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 as provided in Section 3.2 below.
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 RG Grantsville 112, 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. **GLUDMC** means the Grantsville Land Use and Development Code, in effect on the Application Date.
1.12. **LUDMA** means the Land Use, Development, and Management Act, Utah Code Ann. § 10-9a-101 *et seq*.
1.13. **Maximum Residential Units** means the development on the Property of no more than 925 Residential Dwelling Units.
1.14. **Non-Residential Development** means development projects that are not Residential Dwelling Units, and include, without limitation, office uses, retail uses, and other commercial uses.
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. **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.
1.18. **Property** means the real property owned by and to be developed by Developer more fully described in **Exhibit A**.
1.19. **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.
1.20. **PUD** means the Deseret Meadows Planned Unit Development, dated October 1, 2024, and prepared by Focus Engineering & Surveying Inc., the standards and requirements of which are attached hereto as **Exhibit B**.
1.21. **Residential Dwelling Unit** means a structure or any separate portion thereof designed and intended for use as attached residences.
1.22. **Zoning** means the zoning districts and related standards that apply to the Property, including the RM-15 (45.47 acres); Mixed Use (44.18 acres); and R-1-21 (29.98 acres) zones.

2. **Development of the Project.**

2.1. **Compliance with the PUD 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 PUD, and this Agreement.

2.2. **Maximum Residential Units.** At Buildout, Developer shall be entitled to develop the Maximum Residential Units of the type shown in the PUD. Developer is also entitled to develop Non-Residential Development consistent with the PUD.

2.3. **Future Subdivision Approvals**. The City's planning staff is hereby designated as the "land use authority", as defined in LUDMA for all subdivision plats and site plans and such subdivision plats or site plans do not require review or approval by the Council or City's Planning Commission, provided that said subdivision plats or site plans are consistent with this Agreement and the PUD. A subdivision plat is consistent with this Agreement and the PUD so long as it does not introduce uses not permitted within the Project or increase the number of Residential Units for the Project above the Maximum Residential Units. City shall approve all subdivision plats and site plans, provided that the same comply with applicable law.

3. **Vested Rights.**

3.1. **Vested Rights Granted by Approval of this Agreement.** As of the Effective Date, Developer has the vested right to proceed with the development of the Property in accordance with this Agreement, the PUD, LUDMA, and GLUDMC. To the maximum extent permissible under the laws of Utah and the United States and at equity, this Agreement grants to Developer "vested rights" as that term is construed in Utah's common law and pursuant to Utah Code § 10-9a-509, including the right to develop the Project in fulfillment of the terms and provisions of this Agreement and the laws and ordinances that apply to the Property as of the Application Date. The Parties intend that the rights granted to Developer under this Agreement are contractual and are in addition to those rights that exist under statute, common law and at equity.

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 to in writing after the Effective Date;

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 and other properties in the City;

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 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;

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 *et seq*; and

3.2.7. 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)(ii)(A), that was not known and not reasonably foreseeable as of the Effective Date.

4. **Term of Agreement.** Unless earlier terminated as provided for herein, the term of this Agreement begins on the date in the preamble to this Agreement and expires on September 30, 2034. If Developer has not been declared to be currently in Default as of August 31, 2034 (or if any such Default is being cured in accordance with this Agreement) then this Agreement will automatically extend until September 30, 2044. This Agreement will also terminate automatically when all certificates of occupancy have been issued for all Residential Dwelling Units at Buildout.

5. **PUD.**

5.1. **Effect of PUD**. Developer may develop the Property consistent with the PUD. GLUDMC and the Zoning are hereby modified, changed, and altered such that the Property can be developed consistent with the PUD and this Agreement, including those specific deviations to GLUDMC described on PUD Page 13, Deviations to the City Code - Single-family and Page 14 Deviations to the City Code – Multi-family. Any change to the PUD shall be processed in accordance with Section 25, Amendment, of this Agreement.

5.2. **Priority of Documents.** To the extent GLUDMC conflicts with the PUD or this Agreement as to the development of the Property, the PUD and this Agreement control.

5.3. **Phasing and Open Space.**

5.3.1. Preliminary Plat Required. Prior to submitting any final subdivision plat which includes Residential Dwelling Units, Developer shall submit a preliminary plat covering all remaining phases, specifically depicting the layout of units, open space

including specific amenities, and major utilities, ~~and planning staff is hereby designated as the "land use authority" as defined in LUDMA for all preliminary plats.~~ Upon approval of the preliminary plat for the Project and the preliminary plan, all final subdivision may be processed by planning staff through final approval, provided such plats are consistent with the approved preliminary plat. Deviations from the preliminary plat will be processed in accordance with Section 25 of this Agreement.

Commented [A1]: There is no reason for this to not go through Planning Commission for preliminary plat approval. This would be allowing a deviation to the state code, SB174 and HB476.

5.3.2. Residential Unit Phasing. All proposed phasing is subject this Agreement, the PUD, and GLUDMC Section 21.4.3. The phase which would achieve Buildout upon completion shall include all previously undeveloped area and incomplete Public Infrastructure identified in the PUD.

5.3.3. Open Space. Developer shall provide no less than the minimum open space consistent with GLUDMC and the PUD, as applicable. Open Space may be developed in differing proportions across phases, provided that (i) Developer shall complete no less than 50% of the total required open space for the residential portion of the project no later than when 50% of the Maximum Residential Units dwelling units have been constructed, and (ii) Developer shall complete all required open space and related improvements prior to or contemporaneously with completion of lot improvements for 70% of the Maximum Residential Units.

6. **Public Infrastructure.**

6.1. **Construction by Developer.**

6.1.1. Developer, at Developer's cost and expense, shall construct or cause to be constructed and installed 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.

6.1.2. Developer, at Developer's cost and expense, shall construct or cause to be constructed and installed those improvements and connections identified in Section 3.2 of the Memorandum attached hereto as **Exhibit C** and incorporated by this reference as though fully written into this Agreement. Such construction must meet all applicable standards and requirements and must be approved by the City's engineer and the Memorandum.

6.1.3. Developer, at Developer's cost and expense, shall construct or cause to be constructed and installed solid fences (i) along the south border of the Property between the residential portions of the Project and State Road 112 (no fencing is required along the south border of the commercial development abutting State Road 112), and (ii) along the east border of the Property between the industrial uses to the east and the residential portions of the Project. The fences shall consist of masonry, concrete, stucco, "Masonite," metal or vinyl clad lap, or any material with similar appearance.

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 Council. The City may not, nor may any officer or employee thereof, be liable or responsible for any accident, loss or damage happening or occurring to the Public Infrastructure, nor may 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, Developer shall correct said condition within a reasonable time at Developer's cost.

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 eighteen months (18) after the City Council grants final plat approval on any Development Application, subject to an event of force majeure as described in Section 17. 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.

6.5. **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*. 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. A portion of these completion assurances shall be withheld by the City until the expiration of the Durability Testing Period.

6.6. **City Completion.** The Developer agrees that in the event it does not: (a) complete all improvements within the time period specified under paragraph 4 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, 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 may 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 commercially reasonable cost of improvements above the amount made available under the terms of this agreement.

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

7.1. **Upsizing.** The City may not require Developer to "upsize" any future Public Infrastructure (i.e., to construct the infrastructure to a size larger than required to service the Project), including requiring Developer to widen the roadway from the widths depicted on the PUD, unless financial arrangements, such as impact fee credits or reimbursements from impact fees, in a form reasonably acceptable to Developer are made to compensate Developer for the incremental or additive costs of such upsizing to the extent required by law. The City acknowledges that the 90'-wide collector road identified in the PUD is an upsized improvement that provides a regional benefit, and the City shall reimburse Developer by providing an impact fee credit or direct reimbursement, in a form acceptable to Developer, for those portions of said collector road that are not attributable to the Project. Developer may utilize the upsized culinary and sewer improvements built in connection with the neighboring industrial park.

8. **Default.**

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

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

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

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

8.2.3. Optional Cure. If the City chooses, in its discretion, it may propose a method and time for curing the Default which shall be of no less than 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 may 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 may 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:

RG Grantsville 112, LLC
Attn: Anthon Stauffer and Thane Smith
2265 E. Murray Holladay Road
Holladay, UT 84117
Email: Anthon@theromneygroup.com
Thane@theromneygroup.com

To the City:

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

10. **Dispute Resolution.**

10.1. **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.

10.2. **Mediation**.

10.2.1. Disputes Subject to Mediation. Disputes that are not subject to arbitration shall be mediated.

10.2.2. 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 may not be binding on the Parties.

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

12. **Headings.** The captions used in this Agreement are for convenience only and a not intended to be substantive provisions or evidence 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 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 may not be deemed to be an assignment.

14.2. **Related Entity.** Developer's transfer of all or any part of the Property to: (i) any entity "related" to Developer (as defined by regulations of the Internal Revenue Service in Section 165); (ii) Lennar Homes of Utah, LLC, a Delaware limited liability company ("**Lennar**"); (iii) a joint venture for the development of the Project in connection with Developer's entry into said joint venture; or (iv) Developer's pledging of part or all of the Project as security for financing may also not be deemed to be an assignment requiring consent hereunder. If Developer transfers all or any part of the Property to Lennar, then Lennar can subsequently transfer all or any part of the Property to a landbank entity identified by Lennar without obtaining the City's consent. 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 may not unreasonably withhold consent.

14.4. **Partial Assignment.** If any proposed assignment is for less than all of 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. If any obligations or rights are retained by Development in the event of a partial assignment, such reservations shall be detained in the notice described herein.

14.5. **Complete Assignment.** Developer may request the written consent of the City of an assignment of Developer's complete interest in this Agreement for an assignment requiring consent hereunder but not for an assignment under Section 14.2. 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 may not be deemed a waiver of any such right and may 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 **Thane Smith**. 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 and processed consistent with GLUDMC, including Section 12.5 Adjustments to Development Plan.

26. **Recordation and Running with the Land.** This Agreement shall be recorded in the chain of title for the Project. This Agreement shall run with the land.

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.

29. **No Boycott.** The undersigned certifies that it is not currently engaged in a boycott of the State of Israel and agrees not to engage in a boycott of the State of Israel during the term of this Agreement. The undersigned further acknowledges that its engagement in a boycott of the State of Israel would be in violation of Utah Code Section 63G-27-201 and could result in termination of this Agreement.

30. **Governmental Immunity.** Notwithstanding any other provision of this Agreement, the City does not waive, and expressly reserves, all privileges, immunities, and defenses available to it under the Utah Governmental Immunity Act, Utah Code Ann. §§ 63G-7-101 et seq., as amended. The execution of this Agreement and any performance hereunder may not be construed as a waiver of any rights, immunities, or protections afforded by the Utah Governmental Immunity Act or any other applicable law.

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
RG GRANTSVILLE 112, LLC

_____
By: _____
Its: _____

GRANTSVILLE CITY

_____
By:
Its: [ ] Mayor [ ] City Manager

Approved as to form and legality:

_____
City Attorney

Attest:

_____
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 he/she is the Manager of RG Grantsville 112, 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”	PUD
Exhibit “C”	Ensign Memorandum

EXHIBIT A

(Legal Description of Property)

LEGAL DESCRIPTION OF DESERET MEADOWS

That certain real property located in Tooele County, State of Utah, more particularly described as follows:

A parcel of land located within the Northeast Quarter of Section 4, the Southeast Quarter of Section 4 and the Northwest Quarter of Section 3, Township 3 South, Range 5 West, Salt Lake Base and Meridian, the Southeast Quarter of Section 33 and the Southwest Quarter of Section 34, Township 2 South, Range 5 West, Salt Lake Base and Meridian, also located in Grantsville City, Tooele County, State of Utah, more particularly described as follows:

Beginning at the northeast corner of OQUIRRH ESTATES MINOR SUBDIVISION, according to the Official Plat thereof on file in Office of the Tooele County Recorder, recorded August 16, 2017 as Entry No. 453349 in Book 19 at Page 81, said point also being located N89°40’50”E 22.26 feet along the extension of the Northerly line of Section 4 and N00°30’55"W 29.57 feet from the Northeast Corner of Section 4, T2S, R5W, SLB&M; and running thence along the easterly line of said plat the following Three (3) courses: (1) S00°30’55”E 1,364.08 feet; thence $89°39'47"W 37.53 feet; thence (3) S00°08'25"W 385.61 feet; thence N69°54'07"W 386.75 feet; thence N20°08’18”E 1.84 feet; thence N69°37'47"W 66.00 feet, thence Southwesterly along the arc of a non-tangent curve to the right having a radius of 1,467.00 feet (radius bears: N69°54'29"W) a distance of 269.73 feet through a central angle of 10°32'04" Chord: S25°21'33"W 269.35 feet; thence Southwesterly along the arc of a non-tangent curve to the right having radius of 1.915.87 feet (radius bears: N60°46'41"W) a distance of 96.02 feet through a central angle of 02°52'17" Chord: S30°39'28"W 96.01 feet; thence $30°39’28”W 610.50 feet; thence N59°20’32”W 102.25 feet, thence along the are of a curve to the right with a radius of 11,426.16 feet a distance of 857.52 feet through a central angle of 04°18'00" Chord: N57°11'32"W 857.32 feet; thence N55°02'32"W 664.33 feet; thence N00°15’23”W 163.53 feet; thence S88°39'48"W 19.59 feet to the southeast corner of that parcel of land described in that certain Special Warranty Deed recorded April 30, 2008 as Entry No. 306567 in the Office of the Tooele County Recorder; thence along the easterly boundary of said parcel

N00°20’00”W 208.00 feet; thence N00°20’48”E 1,166.50 feet to a boundary established by Boundary Line Agreement, recorded December 15, 2017 as Entry No. 460094 in the Office of the Tooele County Recorder, thence along said boundary N89°48’00”E 967.15 feet to the northwest corner of said OQUIRRH ESTATES MINOR SUBDIVISION; thence along the northerly line of said plat N89°46’35”E 1,326.59 feet to the point of beginning.

Contains: 119.73 acres+/-

EXHIBIT B

(PUD)

EXHIBIT C

(Ensign Memorandum)

MEMORANDUM

ENSIGN
THE STANDARD IN ENGINEERING

Structural Engineering
Municipal Services
Civil Engineering
Land Surveying

Date: November 5, 2024

To: *The Romney Group*
Thane Smith
2265 East Murray Holladay Road
Holladay, UT 84117
Transmitted Via Email: *thane@theromneygroup.com*
CC: *ncritchlow@grantsvilleut.govCC:*
cmontierth@grantsvilleut.gov
smoore@grantsvilleut.gov

From: *Robert Rousselle, PE*
Diane Sawadogo, EIT

RE: *Deseret Meadows Development*
Granstville Water and Wastewater Capacity Analysis
Grantsville City, UT 84029
Ensign Engineering Project No.: 11637C

1.1 INTRODUCTION

Ensign has evaluated the capacity of the Grantsville City water and wastewater systems to serve the proposed Deseret Meadows Development located north of State Route 112 and adjacent to and west of the Lakeview Business Park. The Project conceptual layout was provided by Focus Engineering & Surveying, LLC in the Deseret Meadows Master Development Plan print-dated May 2024. This mixed-use development consists of 925 units with a 10-acre park, 10.55 acres of open space and 6 acres of commercial development equating to 1,044 Equivalent Residential Connections (ERC) located in Grantsville City. We assumed sewer flow for townhomes is equivalent to a single-family resident or residential connection (ERC), and we assumed 1 acre of the 6 commercial acres is being irrigated. This analysis is intended to determine the feasibility of providing water and wastewater services to this development through the City's water and wastewater systems.

SECTION 2: WATER AND WASTEWATER LEVEL OF SERVICE AND ESTIMATED DEMANDS/FLOWS

2.1 WATER LEVEL OF SERVICE

Grantsville's drinking water level of service has been established with the Grantsville Drinking Water Capital Facilities Plan to comply with Utah Administrative Code R309, which has been accepted by the Utah Division of Drinking Water. The following is a summary of the City's drinking water level of service.

- **Unit Average Day Demand = 807 gpd/ERC (0.618 ac-ft/year/ERC)**
  - Indoor Demand = 195 gpd/ERC (0.218 ac-ft/year/ERC)
  - Outdoor Demand = 612 gpd/ERC (0.400 ac-ft/year/ERC)
- **Unit Peak Day Demand = 1,416 gpd/ERC (0.983 gpm/ERC)**
  - Indoor Demand = 275 gpd/ERC (0.191 gpm/ERC)
  - Outdoor Demand = 1,141 gpd/ERC (0.792 gpm/ERC)
- **Peak Instantaneous Demand:**
  - Indoor Demand = $10.8*(ERCs)^{0.64}$ gpm/ERC
  - Outdoor Demand = 1.58 gpm/ERC
- **Fire Flow:**
  - Industrial/Commercial Buildings = 2,050 gpm for 4 hours (492,000 gallons)
  - Residential = 1,500 for 2 hours

- **Drinking Water System Capacity Requirements:**
  - **Sources:**
    - Supply Peak Day Demand
  - **Storage:**
    - Storage for Average Day Demand plus Fire Flow (Industrial/Commercial Buildings Fire Flow)
  - **Distribution**:
    - Per UAC R309-105-9, distribution systems should maintain a minimum pressure at all points in the system during**;**
      - Peak Day Demand plus Fire Flow - 20 psi

- Peak Instantaneous Demand – 30 psi
- Peak Day Demand – 40 psi

▪ Max Velocity Requirements:

- Peak Day and Peak Instantaneous Demand - 5 fps
- Peak Day Demand plus Fire Flow – 10 fps

2.2 WASTEWATER LEVEL OF SERVICE

Grantsville's wastewater level of service has been established with Wastewater Capital Facilities Plan to comply with Utah Administrative Code R317. The following is a summary of the City's wastewater level of service.

Table 1 – Wastewater Level of Service

Component	Parameter	Level of Service	
Collection System	Average Day Flow	150 gpd/ERC	
	Peaking Factors	*Miles From WWTF*	*Factor*
		<1	1.85
		>1 and <1.6	2.25
		>1.6	4.0
Lift Stations	Peak Inflow	0.35 gpm/ERC	
Wastewater Treatment Facility	Average Day Flow	150 gpd/ERC	
	Peak Day Flow	175 gpd/ERC	
	Peak Instantaneous Flow	0.4 gpm/ERC	

- Manning's n – 0.013
- Minimum diameter of 8-inches
- Sewer Line Capacity – depth (d) over Diameter (D), d/D – 0.67
  - *For sewer lines, the capacity of a pipe is typically d/D=0.67.*
- Mean Velocities not less than 2 feet per second when flowing full (d/D=0.67)
- Max Velocities not greater than 15 feet per second unless special provisions are made

2.3 ESTIMATED WATER DEMANDS AND WASTEWATER FLOWS

Estimated water and wastewater demands were determined as follows for the development with the developer utilizing waterwise landscaping which reduces outdoor water usage by approximately 68.35%:

Table 2 – Deseret Meadows Estimated Water Demands and Wastewater Flows

Demand Description	Quantity	Unit of Measurement
Proposed Indoor ERCs[1]	1,044	ERC[1]
Outdoor ERCs[1]	179.60[2]	ERC[1]
Total ERCs[1]	1,223.6	ERC[1]
Estimated Water Demands		
Water Average Day	278,707.04[3]	gpd
Total Water Source	296.63[4]	gpm
Total Water Storage	278,707.04	gallons
Estimated Wastewater Flows		
Treatment Wastewater Average Day	156,660[5]	gpd
Treatment Wastewater Peak (PF - 4)	626,400	gpd

[1] *ERC = Equivalent Residential Connection*

We assumed for the Commercial area that we have 3 units per acres and 7.92 ERCs per units

Indoor ERCs = 1044 ERCs = 925 ERCs plus (5 acres times 3 units/Acre times 7.92 ERCs/units

[2]*Outdoor ERCs equal 10.55 irrigated acres divided by 0.12 irrigated acres per ERC plus 10 irrigated acres divided by 0.12 irrigated acres per ERC plus 1 irrigated acre divided by 0.12 irrigated acres per ERC.*

[3]*Water Average Day Demand equals 1,044 indoor ERCs times 195 gpd/ERC plus 179.60 outdoor ERCs times 612 gpd/ERC times 68.35% (Waterwise Landscaping).*

[4]*Source Demand equals 1,044 indoor ERCs times 0.191 gpm/ERC plus 179.60 outdoor ERCs times 0.792 gpm/ERC times 68.35% (Waterwise Landscaping).*

[5]*Wastewater Average Day Flow equals 1,044 indoor ERCs times 150 gpd/ERC.*

SECTION 3: WATER SYSTEM ANALYSIS

3.1 WATER SYSTEM ANALYSIS

As part of the analysis, Project water demands from the demand table (Table 3) were added to the system hydraulic water model to estimate their effect on the distribution system. The intent of the water model simulation is to ensure compliance with the State of Utah Division of Drinking Water system hydraulic modeling requirement R309-511 along with Grantsville City level of service requirements to determine the overall impact of Project demands on the existing City water system. Project demands were distributed between junctions within the proposed development as shown in Table 3.

Table 3 – Deseret Meadows Development Junction Demands

Junctions	ERCs	ADD[1](gpd)	PDD[2](gpm)	PID[3](gpm)	PDD plus Fire Flow[4](gpm)
ER3	84.97	19,405.98	20.70	114.71	1,520.70
J1098	84.97	19,405.98	20.70	114.71	1,520.70
J1104	84.97	19,405.98	20.70	114.71	1,520.70
J1108	84.97	19,405.98	20.70	114.71	1,520.70
J1110	119	25,844.25	27.51	160.65	2,027.51
J1116	84.97	19,405.98	20.70	114.71	1,520.70
J1118	84.97	19,405.98	20.70	114.71	1,520.70
J1120	84.97	19,405.98	20.70	114.71	1,520.70
J1122	84.97	19,405.98	20.70	114.71	1,520.70
J1126	84.97	19,405.98	20.70	114.71	1,520.70
J1128	84.97	19,405.98	20.70	114.71	1,520.70
J1130	84.97	19,405.98	20.70	114.71	1,520.70
J1132	84.97	19,405.98	20.70	114.71	1,520.70
J1134	84.97	19,405.98	20.70	114.71	1,520.70
Totals	**1,223.60**	**278,707.04**	**296.63**	**1,651.86**	**NA**

Abbreviations: Average Day Demand (ADD), Peak Day Demand (PDD), Peak Instantaneous Demand (PID), Pressure Zone (PZ), Equivalent Residential Connections (ERC), gallons per minute (gpm), Residential (R), Commercial (C).

[1]ADD equals indoor 1,044 ERCs times 195 gpd/ERC plus outdoor 179.60 ERCs times 612 gpd/ERC times 68.35% (Waterwise Landscaping).

[2]PDD equals indoor 1,044 ERCs times 0.191 gpd/ERC plus outdoor 179.60 ERCs times 0.792 gpd/ERC times 68.35% (Waterwise Landscaping).

[3]PID equals total 1,223.60 ERCs times [0.27 gpm/ERC, indoor, plus 1.58 gpm/ERC, outdoor, times 68.35% (Waterwise Landscaping)] because the development is located in Pressure Zone 1.

[4]PDD plus Fire Flow equals 1,500 gpm plus PDD.

3.2 CONCLUSIONS

Based on the water model output and knowledge of the system along with available reference materials (master plans, capital facilities plans, etc.) the following conclusions are reached:

1. The development will satisfy the minimum pressure and fire flow requirements with 8-inch water lines on-site. However, it will need to connect to and extend the 12-inch water line along SR-112 to the southeast property planned by Twenty Wells and connect to the 8-inch and 12-inch water lines through the Twenty Wells Development connecting to the 16-inch water transmission line by the US Army Depot. Additionally, the development must connect to the existing water line on Durfee Street. The water model shows approximately 250 ERCs of the initial development could potentially be constructed off the Durfee Street 10-inch water line depending on the location of the 250 ERCs location within the development and meet minimum pressure requirements (Figure 1). These water line connections at build-out are required to meet 30 psi minimum pressures during peak instantaneous demand.
2. The system was modeled with all 8-inch diameter water lines within the development.
3. The development meets the minimum pressures during peak day demand, peak instantaneous demand, and the minimum fire flow requirement of 1,500 gpm (residential) / 2,050 gpm (commercial) at 20 psi residual pressure during peak day demand (Table 4) with the water system improvements completed under bullet point number 1.

Table 4 – Deseret Meadows Development Water Junction Flows

Junctions	PDD Scenario[1]		PID Scenario[2]		PDD plus Fire Flow Scenario[3]	
	Meets Requirements	Pressure (psi)	Meets Requirements	Pressure (psi)	Meets Requirements	Available Fire Flow (gpm)
ER3	Yes	65.95	Yes	50.05	Yes	3,631.67
J1098	Yes	73.02	Yes	52.43	Yes	2,569.59
J1104	Yes	76.49	Yes	55.99	Yes	2,832.41
J1108	Yes	77.42	Yes	58.33	Yes	3,178.99
J1110	Yes	63.24	Yes	47.30	Yes	3,076.39

Table 4 (Continued) – Deseret Meadows Development Water Junction Flows

Junctions	PDD Scenario[1]		PID Scenario[2]		PDD plus Fire Flow Scenario[3]	
	Meets Requirements	Pressure (psi)	Meets Requirements	Pressure (psi)	Meets Requirements	Available Fire Flow (gpm)
J1116	Yes	68.86	Yes	53.03	Yes	3,839.00
J1118	Yes	73.02	Yes	52.37	Yes	2,158.59
J1120	Yes	75.19	Yes	54.58	Yes	2,530.24
J1122	Yes	74.31	Yes	53.60	Yes	2,645.10
J1126	Yes	73.01	Yes	52.26	Yes	2,564.71
J1128	Yes	71.71	Yes	50.80	Yes	2,210.90
J1130	Yes	70.84	Yes	49.89	Yes	1,975.31
J1132	Yes	68.12	Yes	49.70	Yes	2,741.03
J1134	Yes	70.01	Yes	50.13	Yes	2,554.99

Abbreviations: Average Day Demand (ADD), Peak Day Demand (PDD), Peak Instantaneous Demand (PID), Pressure Zone (PZ), Equivalent Residential Connections (ERC), gallons per minute (gpm), Residential (R), Commercial (C)

Requirements:

[1] PDD requirements are 40 psi min pressure and 5 fps max velocity.

[2] PID requirements are 30 psi min pressure and 5 fps max velocity.

[3] PDD plus Fire Flow requirements are 1,500 gpm min fire flow, 20 psi min pressure, and 10 fps max velocity.

4. Due to the size of this development some of the modeled 8-inch water mains in the development may need to be increased depending how the project is phased. Water improvements will need to be reviewed with each phase submitted.
5. Actual field conditions may differ from the City's hydraulic water model and the developer shall confirm conditions with actual field measurements at existing and proposed fire hydrants. This should be coordinated with the Grantsville City Fire Department to complete fire hydrant fire flow tests prior to development to confirm fire flow matches the hydraulic model and after improvements are constructed to confirm adequate fire flow exists.
6. The developer constructed the 2,500 gpm Marshall Well for this development and the Lakeview Business Park.
7. The developer constructed the 1.2 million gallon (MG) Lakeview Business Park Tank for this development and the Lakeview Business Park.

8. Allocation of water system, source, and storage capacity will not be granted until the final plat is approved.

SECTION 4: WASTEWATER SYSTEM ANALYSIS

4.1 WASTEWATER SYSTEM ANALYSIS

In order convey the wastewater generated by the Deseret Meadows Development to the Grantsville Wastewater Treatment Facility (WWTF), the developer will need to construct gravity sewer lines to flow into the existing sewer infrastructure, Lakeview Business Park Sewer Line, which consists of 12-inch to 18-inch diameter sewer lines. Table 5 shows the total flows at these junctions including existing flows and additional flows associated with the development.

Table 5 – Deseret Meadows Development Wastewater Junction Flow

Junctions	ERCs	ADF[1] (gpd)	PDF[2] (gpm)	PIF[3](gpm)
MH_5006	1,044	156,600	626,400	417.60

Abbreviations: Average Day Flow (ADF), Peak Day Flow (PDF), Peak Instantaneous Flow (PIF), Equivalent Residential Connections (ERC), gallons per minute (gpm).

[1]ADF equals 1,044 times 150 gpd/ERCs

[2]PDF equals 4 times ADF

[3]PIF equals 1,044 ERCs times 0.4 gpm/ERC

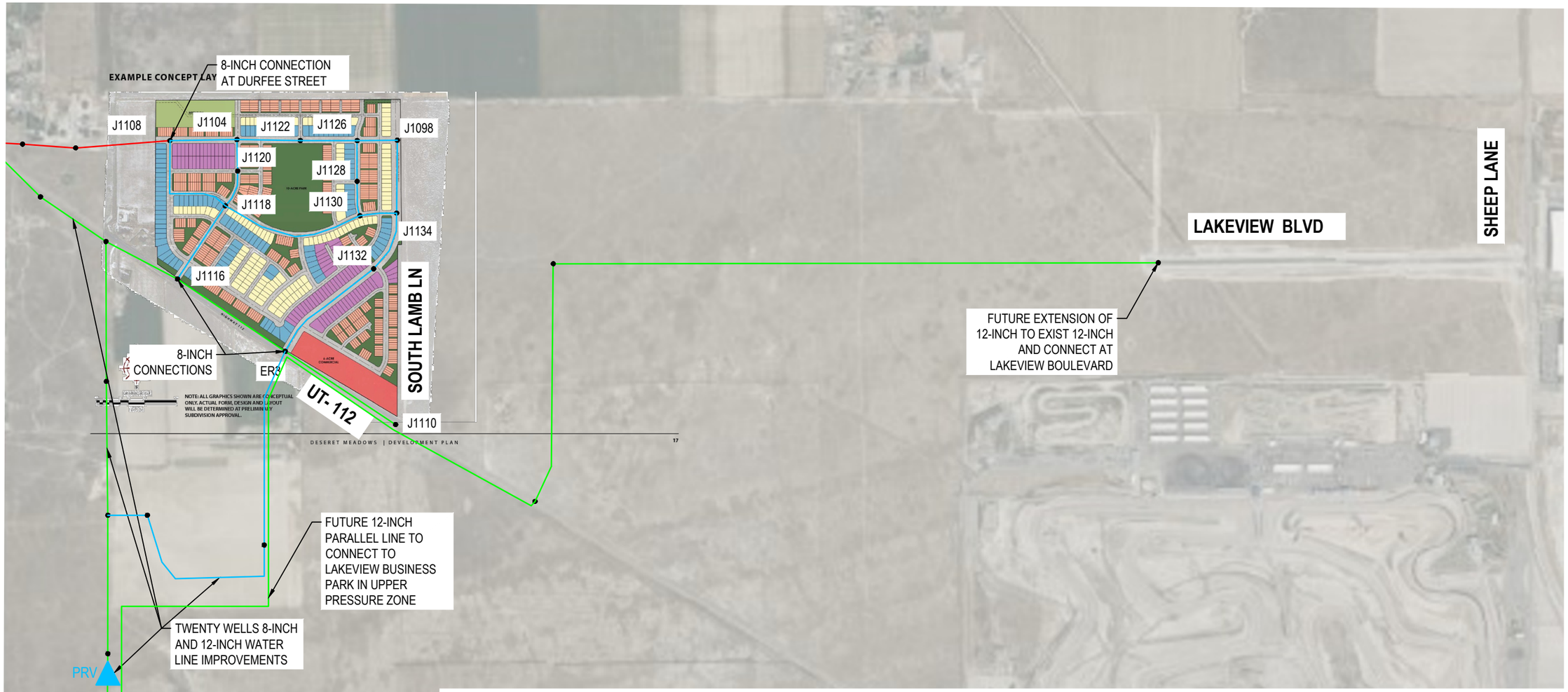
As part of the analysis, Project sewer flows from the estimated wastewater flow table (Table 5) were added to the downstream sewer main pipe with the least amount of excess capacity. The intent of the sewer collection analysis is to ensure compliance with the State of Utah Administrative Code requirements R317 along with Grantsville City level of service requirements to determine the overall impact of Project demands on the existing City wastewater system.
A computer aided simulation of the sanitary sewer collection system used the average day wastewater flow from the demand table to estimate the effects of West Haven Development on the collection system. The analysis accounted for the design parameters in UAC R317-3.2.3 which require the following:

- Minimum Size = 8-inch diameter
- Depth to diameter ratio not to exceed 0.67
- Minimum scour velocity = 2 feet per second (manning's n value of 0.013)
- Maximum velocity= 15 feet per second

4.2 CONCLUSIONS

Based on the wastewater system analysis and knowledge of the system along with available reference materials (master plans, capital facilities plans, etc.) the following conclusions are reached:

1. It is assumed the Project engineer has sized sewer piping within the Project to adequately convey the Project's estimated sewer flow to the existing City wastewater collection system.
2. Currently there is an 18-inch diameter sewer line running East to West built by the Lakeview Business Park Development. The entire wastewater system was analyzed assuming the Deseret Meadows Development sewage would flow into the Lakeview Business Park sewer line to the Northeast Interceptor then to the Northeast Lift Station where it would be pumped to the WWTF.
3. The wastewater analysis (Figure 2) indicates sufficient pumping capacity in the Northeast Lift Station to pump the additional sewage generation from the Project to the WWTF. All pipes between the proposed development and the Northeast Lift Station have sufficient capacity.
4. Actual field conditions may differ from the City's sewer information they have on file either in the sewer model, GIS, or mapping and the developer shall confirm conditions with actual field measurements, if required.
5. The City is completing upgrades to the lift station motors and discharge line size with the new WWTF project at the Northeast Lift Station to increase capacity with the understanding each pump will be capable of 1,850 gpm.
6. Currently there is insufficient capacity in the WWTF to accommodate the proposed Project's anticipated sewer flows. The City is currently designing a new WWTF to increase the capacity, but it is not expected to have additional capacity in the facility for at least 3 years. The City will be monitoring sewer flows into the treatment plant as development occurs to make sure capacity is not exceeded.
7. Allocation of wastewater collection and wastewater treatment capacities will not be granted until the final plat is approved.



LEGEND

- JUNCTIONS
- 8 - INCH WATERLINE
- 10 - INCH WATERLINE
- 12 - INCH WATERLINE
- PRV

NORTH

HORIZONTAL GRAPHIC SCALE

1000 0 500 1000 2000

(IN FEET)
HORZ: 1 inch = 1000ft.

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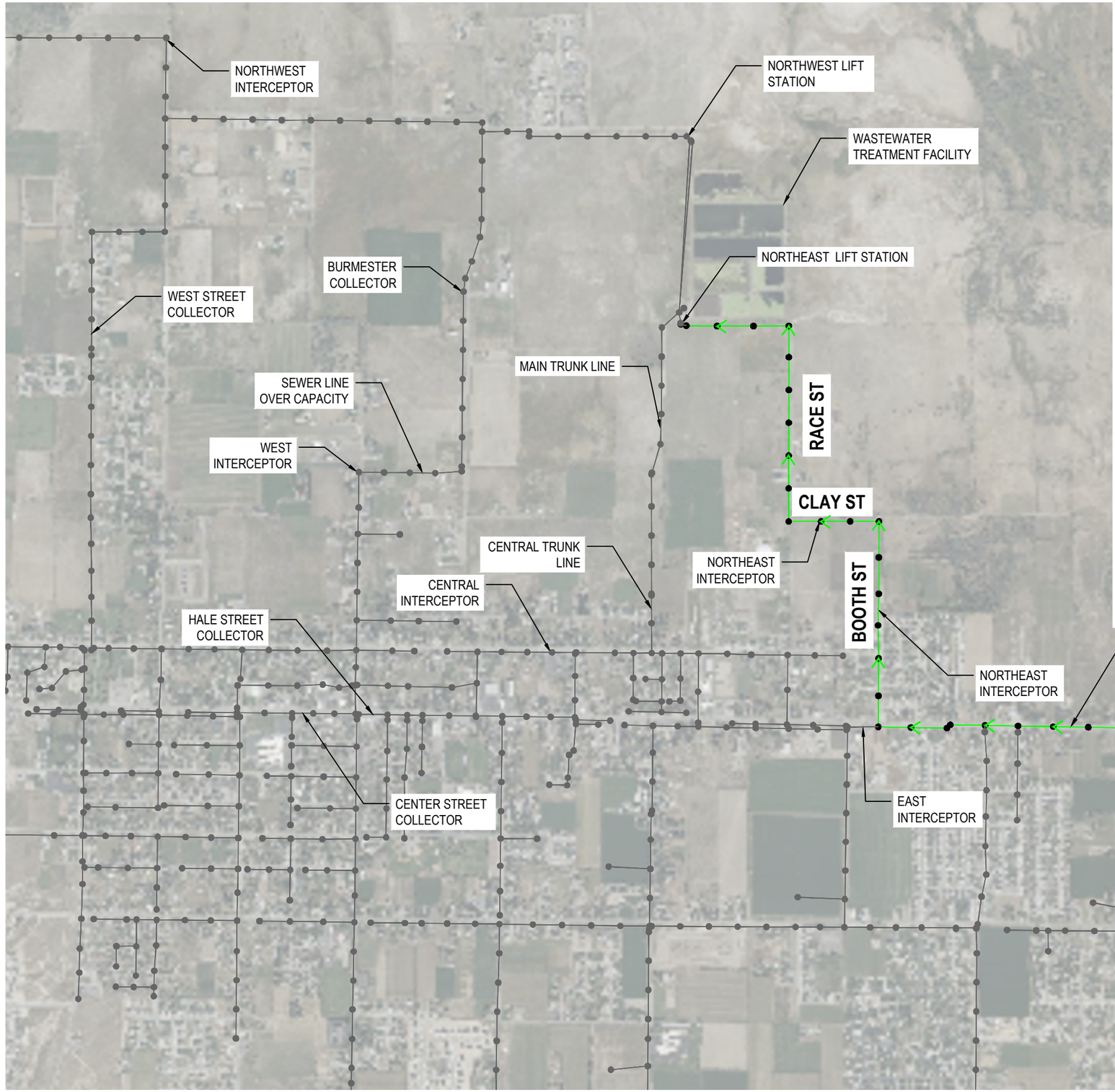
DESERET MEADOWS COMMUNITY

NORTH OF STATE ROUTE 112 AND ADJACENT TO AND WEST OF THE LAKEVIEW BUSINESS PARK
GRANTSVILLE CITY, UT 84029

JUNCTION AND AVAILABLE FIRE FLOW MAP

PROJECT NUMBER 11637C
PRINT DATE 2024-11-04
PROJECT MANAGER R. ROUSSELLE
DESIGNED BY D.S

FIGURE 1



LEGEND

- MANHOLES
- SEWER LINE RUNNING TO NORTHWEST LIFT STATION

PIPES CAPACITY

- LESS THAN 0.67
- GREATER THAN 0.67

NORTH

HORIZONTAL GRAPHIC SCALE

1500 0 750 1500 3000

(IN FEET)
HORZ: 1 inch = 1500ft.

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DESERET MEADOWS COMMUNITY

NORTH OF STATE ROUTE 112 AND ADJACENT TO AND WEST OF THE LAKEVIEW BUSINESS PARK
GRANTSVILLE CITY, UT 84029

WASTEWATER SYSTEM ANALYSIS

PROJECT NUMBER	PRINT DATE
11637C	2024-10-16
PROJECT MANAGER	DESIGNED BY
R. ROUSSELLE	D.S

FIGURE 2

Agenda Item #4

Adjourn