



**August 6th, 2025**

**City Council Meeting**

**Information Packet**

## **Agenda Item # 1**

Presentation of New Youth Council

## **Agenda Item # 2**

Presentation of Grant Award from Rocky  
Mountain Power to Youth Council

## **Agenda Item # 3**

Public Comment

## **Agenda Item # 4**

Summary Action Items

- a. Approval of Minutes from 07/19/2025  
Regular Meeting
- b. Approval of the Bills

**MINUTES OF THE REGULAR MEETING OF THE GRANTSVILLE CITY COUNCIL,  
HELD ON JULY 16TH, 2025 UTAH AND ON ZOOM. THE MEETING BEGAN AT 7:00  
PM**

**Mayor and Council Members Present:**

Mayor Critchlow  
Heidi Hammond  
Jeff Williams

Rhett Butler  
Jake Thomas

**Council Members Not Present:**  
Jolene Jenkins

**Appointed Officers and Employees Present:**

Braydee Baugh, City Recorder  
Michael Resare, City Manager  
Tysen Barker, City Attorney

Christy Montierth, Public Works Director  
Shelby Moore, Zoning Administrator

**AGENDA**

- 1. Youth Recognition Presentation by Layne Koyle: Reese Anderson and Steven Winget were recognized for their contributions to the community. Mayor Critchlow provided Layne Koyle with a plaque for his contributions to the City.**
- 2. Public Comment: Sharie Butler would like to know if there is an opportunity to do friends of the cemetery to help clean up the cemetery.**
- 3. Summary Action Items
  - a. Approval of Minutes from the July 9<sup>th</sup>, 2025 Special Meeting**
  - b. Approval of Bills****

**Motion** Councilmember Butler made the motion to approve the minutes with the exception to get the corrected

**Second:** Councilmember Hammond seconded the motion.

**Vote:** The vote was as follows: Councilmember Hammond, “Aye”, Councilmember Butler, “Aye”, Councilmember Williams “Aye”, Councilmember Thomas “Aye”, and Councilmember Jenkins, “Aye”. The motion carried.

**Motion** Councilmember Hammond: made the motion to approve the bills.

**Second:** Councilmember Butler seconded the motion.

**Councilmember Butler asked for clarification on the finger print scanner being two charges. Chief Sager advised it was one scanner that was split between the two departments.**

**Vote:** The vote was as follows: Councilmember Hammond, “Aye”, Councilmember Butler, “Aye”, Councilmember Williams “Aye”, Councilmember Thomas “Aye”, and Councilmember Jenkins, “Aye”. The motion carried.

**4. Consideration of Ordinance 2025-53 approving the First Amendment to the Master Development Agreement for the Townhomes on Willow PUD**

Shawn Holste stood to represent this item. Councilmember Hammond noted she did not vote in favor of this project due to the buffering between the current homes to the south and this project. Ms. Moore advised the buffering language for Chapter 12 was not approved and the project was not required to create the buffer for the plan.

**Motion** Councilmember Williams made the motion to approve Resolution 2025-53 approving the First Amendment to the Master Development Agreement for the Townhomes on Willow PUD

**Second:** Councilmember Hammond seconded the motion.

**Vote:** The vote was as follows: Councilmember Hammond, “Aye”, Councilmember Butler, “Aye”, Councilmember Williams “Aye”, Councilmember Thomas “Aye”, and The motion carried.

**5. Consideration of Resolution 2025-54 appointing Debra Dwyer to the Grantsville City Planning Commission**

Debra Dwyer stood to represent this item. Ms. Dwyer appreciates the opportunity to serve her community.

**Motion:** Councilmember Hammond made the motion to approve Resolution 2025-54 appointing Debra Dwyer to the Grantsville City Planning Commission

**Second:** Councilmember Butler seconded the motion.

**Vote:** The vote was as follows: Councilmember Hammond, “Aye”, Councilmember Butler, “Aye”, Councilmember Williams “Aye”, Councilmember Thomas “Aye”. The motion carried.

**6. Consideration of Resolution 2025-55 appointing Aubrey Durrant as an Alternate Member of the Grantsville Planning Commission**

**Motion:** Councilmember Hammond made the motion to approve Resolution 2025-55 appointing Aubrey Durrant as an Alternate Member of the Grantsville Planning Commission

**Second:** Councilmember Williams seconded the motion.

**Vote:** The vote was as follows: Councilmember Hammond, “Aye”, Councilmember Butler, “Aye”, Councilmember Williams “Aye”, Councilmember Thomas “Aye”. The motion carried.

**7. Discussion regarding the proposed Cemetery code changes**

Mayor Critchlow advised there is no code changes being proposed. Councilmember Williams asked for the exception days. Christy Montierth advised the dates is November-March 15th. Christy Montierth provided the current cemetery code. Ms. Montierth advised for a week after recent graves and Memorial Day. Councilmember Hammond advised she understands the dangers of items left on the headstones. Councilmember Williams wanted clarification on “mow strip”. Ms. Montierth advised all new headstones must have a four-inch cement strip but the older headstones do not have the cement strip. Councilmember Thomas wanted the cemetery to stay personal and that visitors have the experience they are expecting and agrees the headstones requirement for 90 days should be removed. John stood to provide feedback regarding the regulations and noted the crew is overworked. Councilmember Hammond noted if the City left a space around the planters and wire then the City wouldn’t be able to keep up with the maintenance of weed whacker around the headstone. Councilmember Thomas noted the interest in creating a committee for the cemetery. Ms. Dwyer asked if the City could post signs regarding the regulations surrounding the cemetery. Councilmember Thomas asked how volunteer service differs from the fields. Attorney Barker advised any volunteers need to sign a waiver.

## Unapproved

Councilmember Butler advised there is a balance to be found in the cemetery expectations and was in favor with items over the headstones. Mayor Critchlow would like to have cemetery code changes on the first meeting in August with creation of the committee.

### **8. Council Reports**

**Councilmember Williams:** Mosquito Abatement meeting councilmember expressed appreciation for spraying of the parks before the 4<sup>th</sup> of July. Parade Route has to change due to the parade route.

**Councilmember Hammond:** Main Street flowers are coming along. Meeting with school district tomorrow regarding the School using city facilities for school sports.

**Councilmember Thomas:** Lots of feedback regarding the 4<sup>th</sup> with a lot of positive fireworks.

**Mayor Critchlow:** Will be meeting on Friday with staff regarding the car show and the budget. Mayor Critchlow advised some changes on registration for events.

### **9. Closed Session (Personnel, Litigation, Real Estate)**

**Motion:** Councilmember Butler made the motion to go into a Closed Session

**Second:** Councilmember Hammond seconded the motion.

**Vote:** The vote was as follows: Councilmember Hammond, “Aye”, Councilmember Butler, “Aye”, Councilmember Williams “Aye”, Councilmember Thomas “Aye”, and Councilmember Jenkins, “Aye”. The motion carried.

**Closed Session began at 8:12 pm**  
**Closed Session ended at 8:53 pm**

### **10. Adjourn**

**Motion:** Councilmember Hammond made the motion to adjourn

**Second:** Councilmember Hammond Thomas seconded the motion.

Unapproved

**Vote:** The vote was as follows: Councilmember Hammond, “Aye”, Councilmember Butler, “Aye”, Councilmember Williams “Aye”, Councilmember Thomas “Aye”, and Councilmember Jenkins, “Aye”. The motion carried.

**Meeting ended at: 9:17 pm**

# Agenda Item # 5

Consideration of Resolution 2025-56  
Authorizing the Addition of Michael  
Resare to Grantville City's PTIF  
Accounts



**GRANTSVILLE CITY  
RESOLUTION NO. 2025-56**

**A RESOLUTION AUTHORIZING THE ADDITION OF MICHAEL RESARE TO  
GRANTSVILLE CITY'S PUBLIC TREASURERS' INVESTMENT FUND (PTIF)  
ACCOUNTS**

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

**WHEREAS**, the State of Utah allows public entities to invest funds in the Public Treasurers' Investment Fund (PTIF) administered by the Utah State Treasurer's Office; and

**WHEREAS**, Grantsville City Corporation maintains PTIF accounts for the purpose of securely investing public funds; and

**WHEREAS**, the City Council desires to update its authorized users for PTIF accounts to reflect current personnel and organizational needs; and

**WHEREAS**, it is necessary to formally authorize individuals who may access and transact with PTIF accounts, including the authority to add or delete users, modify linked bank accounts, and execute related forms; and

**WHEREAS**, the City Council finds it appropriate to designate Michael Resare, City Manager, and Heidi Jeffries, HR Director/Treasurer, as the authorized individuals on Grantsville City's PTIF accounts.

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

**Section 1. Authorization of PTIF Account Access:** The City Council hereby authorizes Michael Resare, City Manager, to be added as an authorized user on all Grantsville City PTIF accounts, along with Heidi Jeffries, HR Director/Treasurer. These individuals shall have full authority to access and manage the City's PTIF accounts as outlined in the attached Exhibit A, which is incorporated herein by reference.

**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 6TH DAY OF AUGUST, 2025.



BY THE ORDER OF THE GRANTSVILLE CITY COUNCIL:

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By Mayor Neil Critchlow

ATTEST

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Braydee Baugh, City Recorder



# EXHIBIT “A”

Public Entity Resolution



Office of the  
State Treasurer

Public Entity Resolution

**1. Certification of Authorized Individuals**

I, \_\_\_\_\_ (Name) hereby certify that the following are authorized: to add or delete users to access and/or transact with PTIF accounts; to add, delete, or make changes to bank accounts tied to PTIF accounts; to open or close PTIF accounts; and to execute any necessary forms in connection with such changes on behalf of \_\_\_\_\_ (Name of Legal Entity). Please list at least two individuals. Each individual must have a unique email.

Name	Title	Email	Signature(s)

The authority of the named individuals to act on behalf of \_\_\_\_\_ (Name of Legal Entity) shall remain in full force and effect until written revocation from \_\_\_\_\_ (Name of Legal Entity) is delivered to the Office of the State Treasurer.

**2. Signature of Authorization**

I, the undersigned, \_\_\_\_\_ (Title) of the above named entity, do hereby certify that the forgoing is a true copy of a resolution adopted by the governing body for banking and investments of said entity on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, at which a quorum was present and voted; that said resolution is now in full force and effect; and that the signatures as shown above are genuine.

Signature	Date	Printed Name	Title

STATE OF UTAH )  
                    )  
COUNTY OF \_\_\_\_\_ )  
                    )  
                    §

Subscribed and sworn to me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by  
\_\_\_\_\_ (Name), as \_\_\_\_\_ (Title) of  
\_\_\_\_\_ (Name of Entity), proved to me on the basis of  
satisfactory evidence to be the person(s) who appeared before me.

(seal)

Signature \_\_\_\_\_

# Agenda Item # 6

Consideration of Resolution 2025-57  
Approving the Master Development  
Agreement for The Highlands Planned  
Unit Development



**GRANTSVILLE CITY  
RESOLUTION NO. 2025-57**

**A RESOLUTION APPROVING THE MASTER DEVELOPMENT AGREEMENT FOR  
THE HIGHLANDS PLANNED UNIT DEVELOPMENT**

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

**WHEREAS**, the Highlands Planned Unit Development (“PUD”) was approved by the Grantsville City Council in May of 2024, authorizing a residential development with up to 1,887 units within the RM-7 zoning district; and

**WHEREAS**, a Master Development Agreement (“MDA”) has been prepared to govern the terms, conditions, and obligations associated with the Highlands development; and

**WHEREAS**, the City Council has reviewed the MDA and finds it consistent with the previously approved PUD, applicable zoning regulations, and the best interests of Grantsville City; and

**WHEREAS**, the City Council desires to formally approve the MDA and authorize the Mayor to execute it on behalf of the City;

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

**Section 1. Approval of Agreement:** The Master Development Agreement for the Highlands Planned Unit Development, attached hereto as Exhibit A, 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 6TH DAY OF AUGUST, 2025.

BY THE ORDER OF THE GRANTSVILLE CITY COUNCIL:

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By Mayor Neil Critchlow



ATTEST

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Braydee Baugh, City Recorder



# **EXHIBIT “A”**

MASTER DEVELOPMENT AGREEMENT FOR THE HIGHLANDS PLANNED UNIT  
DEVELOPMENT

**WHEN RECORDED, RETURN TO:**

**Grantsville City Attorney  
429 East Main Street  
Grantsville City, Utah 84029**

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

THIS AMENDED AND RESTATED MASTER DEVELOPMENT Agreement is made and entered as of the \_\_\_\_ day of \_\_\_\_\_, 2025 (“Effective Date”), by and between Grantsville City, a municipal corporation of the State of Utah and Deseret Highlands Investments LLC, a Utah limited liability corporation. For the purposes of this Agreement, “Party” or “Parties” shall refer to either Grantsville City or Deseret Highlands Investments LLC, or both.

**RECITALS**

- A. The capitalized terms used in this ARMDA and these Recitals are defined in Section 1 below.
- B. The Parties entered into the Grantsville City Master Development Agreement for the Highlands Subdivision, phases 2-6, on May 29, 2020 which was recorded in the offices of the Tooele County Recorder as entry no. 512399 on June 10, 2020 (the “Prior Agreement”).
- C. The Parties now desire to entirely replace the Prior Agreement with the ARMDA.
- D. Developer owns and is developing the Property as a mixed commercial and residential subdivision.
- E. On May 15<sup>th</sup>, 2024 the City Council approved the Master Plan pursuant to the required application submitted as required by Chapter 12 of the Grantsville Land Use Ordinances,
- F. The Parties desire to enter into this ARMDA to specify the rights and responsibilities of the Developer to develop the Property as expressed in this ARMDA and the rights and responsibilities of the City to allow and regulate such development pursuant to the requirements of this ARMDA. Development of the Project as a master planned community

pursuant to this ARMDA is acknowledged by the Parties to be consistent with LUDMA and to operate for the benefit of the City, Owners, Master Developer and the general public.

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

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

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

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

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

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

M. The City's entry into this ARMDA is authorized by the adoption of Resolution \_\_\_\_\_ on \_\_\_\_\_, 2025.

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

### **Definitions**

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

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

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

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

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

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

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

1.7. **City Park** means the fully improved-public park equal in value to the amount of Park Impact Fees for the Development, including minimum amenities, with a minimum of ten (10) acres of contiguous space.

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

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

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

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

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

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

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

1.15. **LUDMA** means the Municipal Land Use, Development, and Management Act, Utah Code § 10-9a-101, *et seq.*

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

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

1.18. **Master Plan** means *The Highlands Master Plan* which is included as Exhibit A, and is a conceptual plan and provides for the general locations of land density, roads, and open space applicable to Development within the Planned Community which was approved by the City Council on May 15<sup>th</sup>, 2024 pursuant to a PUD application for the property.

1.19. **Master Site Plan** means a site plan that identifies all required major utility improvements, open spaces, the City Park including all proposed amenities for the City Park including all areas except Phases 1-6 of the Highlands Subdivision.

1.20. **Maximum Residential Units** means the development on the Property of no more than one thousand eight hundred eighty-seven (1,887) Residential Dwelling Units.

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

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

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

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

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

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

1.27. **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.

1.28. **Require Open Space** means those private and public spaces qualifying pursuant to Section 6 of this ARMDA, and include impervious surfaces as permitted by GLUDMC

section 21.1.15, such as sports courts, pavilions, walking paths, trails, parking areas, and other recreational facilities and any other area as approved by the City, excluding streets.

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

1.30. **Specific Project Terms** means those deviations from GLUDMC included in Addendum No. 1 and incorporated to this ARMDA by this reference.

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

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

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

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

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

2.2. **Subdivision Compliance.** Development of each Subdivision within the Planned Community shall be in accordance with LUDMA, GLUDMC, the City's Future Laws (to the extent they are applicable as specified in this ARMDA), and this ARMDA, including the Specific Project Terms. The terms of this ARMDA shall bind all Subdevelopers. The Master Developer shall comply with all applicable requirements set forth in Grantsville City Code, Title 5, Chapter 3 (Flood Damage Prevention Regulations), as amended. The provisions of Title 5, Chapter 3 are hereby incorporated by reference as though fully set forth herein, and the Master Plan It is Master Developer's responsibility to review and adhere to these regulations in the planning, permitting, development, and maintenance of the Planned Community.

2.3. **Maximum Residential Units.** At Buildout, Master Developer shall be entitled to develop the Maximum Residential Units as shown on the Master Plan consistent with the RM-7 zoning requirements and the final plat for each phase, so long as the Maximum Residential Units within the Project is not exceeded.

2.4. **Non-Residential Units.** Master Developer shall apply to rezone no less than 8.0 acres, identified as Area 1 in the Master Plan, to any of Zones C-N, C-S, or C-G for

commercial development at 20% maximum residential buildout. Upon approval of the rezone to C-N, C-S, or C-G, Master Developer shall develop all 8.0 acres of the commercial space within Area 1 prior to issuance of building permits beyond 70% of the Maximum Residential Units. This requirement is contingent on the City's approval of the rezone described herein.

**2.5. Master Developer's Discretion.** This ARMADA may not obligate the Master Developer to construct the Planned Community or any Subdivision therein except as expressly provided for herein. The Master Developer shall have business discretion whether or not to construct a Development. However, once construction of a Development has begun in accordance with the Final Plat, the Master Developer or Subdeveloper shall be required to complete the Development within the time required by LUDMA and GLUDMC, or a time as specified by the City prior to approval of a Development Application. Nothing herein may prevent the dedication of additional property to the City or for public use, provided it is legally permissible and does not infringe upon the Developer's vested rights.

3. **Vested Rights.**

**3.1. Vested Rights Granted by Approval of this ARMADA.** To the maximum extent permissible under the laws of Utah and the United States and at equity, the Parties intend that this ARMADA grant to Master Developer all rights to develop the Planned Community in fulfillment of this ARMADA, LUDMA, and GLUDMC, except as specifically provided herein. The Parties specifically intend that this ARMADA grant to Master Developer the "vested rights" identified herein as that term is construed in Utah's common law and pursuant to Utah Code § 10-9a-509. Prior phases governed by and developed under the Prior Agreement are unaffected as to development standards and uses, but incomplete phases, including Phase 7 and future phases, are governed by this Agreement and hereby adopt the vested rights and laws in effect as of the Effective Date, except as modified by the Master Plan approved May 15<sup>th</sup> 2024.

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

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

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

3.2.3. **Codes.** Any City's Future Laws that are updates or amendments to existing building, fire, plumbing, mechanical, electrical, dangerous buildings, drainage, or similar construction or safety related codes, such as the International Building Code,

the APWA Specifications, AAHSTO Standards, the Manual of Uniform Traffic Control Devices or similar standards that are generated by a nationally or statewide recognized construction/safety organization, or by the State or Federal governments and are required to meet legitimate concerns related to public health, safety or welfare;

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

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 § 11-36a-101 *seq.*

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

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

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

5. **Building Permits.** The City shall reasonably accept complete Building Permit applications for all buildings and structures identified in an approved Final Plat. The City shall issue all required Building Permits after construction by Developer of all necessary public infrastructure, within such Final Plat including public safety access in accordance with Grantsville Municipal Code section 5-1-11 is provided and approved by the City, and adequate fire protection is in place as certified by the fire marshal and in accordance LUDMA. The City will promptly issue a certificate of occupancy for each building or structure that satisfies the State and applicable City requirements to obtain a certificate of occupancy.

5.1. **Fire flow.** Notwithstanding anything to the contrary in Grantsville City Code, this Agreement, or the Master Plan, prior to before issuance of a building permit for any residential unit in the relevant phase, Developer shall obtain a Fire Marshalls certification which shall ensure that available fire flow meets or exceeds the IFC standards for the structure type. Grantsville may withhold issuance of any certificate of occupancy for a structure where IFC fire flow requirements are not satisfied.

## 6. **Planned Community and Subdivision Development**

### 6.1. **Preliminary Plats.**

6.1.1. **Phase 7.** The Master Developer and/or Subdeveloper(s) shall prepare and submit to the City for its review, an individual Preliminary Plats for The Highlands Subdivision Phase 7. Preliminary plat approval for the Highlands Subdivision Phase 7 Subdivision shall be valid for an initial period of six months, and may be extended subject to the limitations of GLUDMC.

6.1.2. **Phases after 7.** For the entire remaining development after The Highlands Subdivision Phase 7, Master Developer shall submit a Master Site Plan covering all remaining phases. This Master Site Plan shall identify all required major utility improvements, open spaces, the City Park including all proposed amenities for the City Park, which shall be approved by the City as a condition of approval of subsequent Preliminary Plats, and the general layout of residential units. Approval of this Master Site Plan by the City will satisfy the requirement for an overarching development plan beyond the two-year timeframe. Subsequent Preliminary Plat applications for each phase may be processed by planning staff, provided they are consistent with the approved Master Site Plan. Recognizing the extended duration of the project, the Master Developer shall provide a written progress report to the City every two years, outlining any updates to prior the Master Site Plan or confirming that no changes have occurred. The last application for Preliminary Plat Approval, which would achieve Buildout or the construction of the Maximum Residential Units, upon completion shall include all previously undeveloped area and incomplete Public Infrastructure identified in the Preliminary Plat. Material deviations from the Master Site Plan will be processed as formal amendments to this Agreement. A deviation is not considered material if the change or correction is necessary to adjust the infrastructure needed for the specific development, or if it is a modification or correction required to protect public health and safety or to comply with the then-existing state or federal law, provided that such deviation does not violate this Agreement or the City's Vested Laws.

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

for each Subdivision shall be calculated based only on the Public Infrastructure identified on the Final Plat for that Subdivision.

**6.3. Mack Canyon Road.** Master Developer agrees to dedicate to the City, a portion of the Property for the Mack Canyon Road right-of-way along the southerly border of the Project as depicted in Exhibit “A” (which exact width and location may vary) for the purpose of the planned widening of portions of Mack Canyon Road to a 108-foot right of way, including an 8’ trail. Master Developer further agrees to dedicate both sides of Mack Canyon Road for the portion running east from State Highway 138, on the southern portion of the Project, up to one hundred and eight feet (108’) in width. Master Developer shall grant a permanent easement across the southern portion of the Project Master Plan to the adjacent property owners that currently accesses Mack Canyon Road. In addition to any other assurances provided in this Agreement, the Master Plan, or the PUD, Master Developer shall execute documents reasonably requested by the City in furtherance of this provision. The City shall pay to Master Developer any amounts paid to the City for the benefit of Master Developer under the terms and in accordance with a separate agreed-upon pioneering agreement or similar contribution by adjacent or affected property owners, the amounts and timing of which are to be determined in writing.

**6.4. Open Space.** The Planned Community shall contain a minimum of 10% open spaces, totaling approximately 29.95 acres (“Required Open Space”).

**6.4.1. Open Space Uses.** Public and private open space shall be counted toward the Required Open Space, and include impervious surfaces as permitted by GLUDMC Section 21.1.15, such as sports courts, pavilions, walking paths, trails, parking areas, and other recreational facilities and any other area as approved by the City, excluding streets. If the Master Developer or a Subdeveloper dedicate a portion of the Property as described in this section to the City for public use, such Master Developer or Subdeveloper shall be credited for the cost of improvements toward a reduction in park impact fees subject to the City’s capital facilities plan.

**6.4.2. Required Uses.** The Master Plan illustrates a unique network of open spaces, parks and trails that include both publicly and privately owned and maintained land.

- (a) **City Park.** In addition to privately owned and maintained open spaces, parks and common areas, the Planned Community shall include a fully improved public park, with a minimum of ten (10) acres of contiguous space (“City Park”) improved with a parking lot, restrooms, 2 water filling stations, 2 dog waste stations, 5 trash/recycling stations, 4 pavilions with picnic tables, 2 play grounds with poured in place surfacing, 4 pickleball courts, 4 basketball courts with weather resistant surfacing, smart lighting, a trail system not less than 0.75 miles in length and made of asphalt or concrete, and no less than six (6) acres of grass or turf totaling a minimum of 10 contiguous acres. Private amenities

for multi-unit buildings shall include no less than three (3) tot lots and no fewer than four (4) sport courts.

(b) **Plans for Required Open Spaces.** Master Developer shall submit park and open space plans for both public and private open spaces generally consistent in location and size indicated in the Master Plan to the City's Planning and Zoning Administrator for approval, which may not be unreasonably withheld. Such plans shall include appropriate improvements and amenities.

6.4.3. **Calculation of Required Open Space.** The Planned Community shall share Required Open Space pursuant to the Master Plan under the approved PUD. Required Open Space is evaluated at the PUD level rather than being contained in each individual subdivision or phase. The Required Open Space may be developed in differing proportions across phases, provided that:

- i. Master Developer shall complete the City Park prior to the City issuing building permits for Residential Dwelling Units in excess of 50% (944 units) of the Maximum Residential Units for the Project,
- ii. Master Developer shall complete no less than 10 acres of Required Open Space, separate from the City Park, prior to the City issuing building permits for more than 632 Residential Dwelling Units for the Project.
- iii. Master Developer shall complete all required public open space and related improvements prior to or contemporaneously with completion of lot improvements for 70% of the Maximum Residential Units. The City may withhold any building permits where issuance of the permits would violate this provision.

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

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

## 7. Public Infrastructure.

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

the City's engineer and comply with shared infrastructure drawings for the Planned Community as established in Section 6.2.

**7.2. Responsibility Before Acceptance.** The Master Developer or Subdeveloper who has commenced construction of any Public Infrastructure within the Planned Community shall be responsible for all Public Infrastructure within that Subdivision covered by this ARMDA until final inspection of the same has been performed by the City, and a final acceptance and release has been issued by the City Council. The City 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 Master Developer.

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

**7.4. Timing of Completion of Public Infrastructure.** In accordance with the diligence requirements for the various types of approvals as described in the GLUDMC, construction of the Public Infrastructure required by LUDMA within a Subdivision shall be completed within one (1) year following Final Plat approval for that phase and prior to recordation of the mylar for that phase, subject to the terms of the subdivision improvement ARMDA between the Master Developer or Subdeveloper and the City. Upon a showing of good and sufficient cause by Developer the City shall, in accordance with the provisions of GLUDMC, extend the time of performance if requested prior to expiration of the completion date or in the event constituting force majeure as described in section 18 below.

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

**7.6. City Completion.** The Master Developer or Subdeveloper shall agree that in the event they do not: (a) complete all improvements on a Subdivision within the time period specified under paragraph four above, or secure an extension of said completion date, (b) construct said improvements in accordance with City standards and as set forth in Paragraph one above, and (c) pay all legitimate claims for material and labor used in the construction of said improvements, the City shall be entitled to declare the Subdivision in

default, request and receive the funds held by the guarantor as surety and utilize the monies obtained to install or cause to be installed any uncompleted improvements and/or to pay any outstanding claims, as applicable. Provided however, that the City may not be responsible for any work beyond the amount of funds so provided. Any funds remaining after completion of the improvements and expiration of the Durability Testing Period shall be returned to the Guarantor.

**7.7. City Water.** Master Developer shall be responsible for providing adequate municipal water rights as required by GLUMDC to service all Public, Private, and residential property on the Project. Master Developer shall cooperate as much as possible with respect to water line extensions occurring on and around State Road 138 near the Property, including providing information and access as necessary and appropriate for the City's updated Capital Facilities Plan, Impact Fee Facilities Plan, and Impact Fees Analysis. Master Developer acknowledges that the City is actively working on these related items which may affect the Property and development of the Project.

**7.8. Connection Fee.** Master Developer shall pay all connection fees required by the Desert Edge PID to the City for each residential unit connecting to the water line in SR-138 in future phases including Phase 7. The City shall pay such connection fees to the Desert Edge PID on Master Developer's behalf. The City may, in its discretion, accept documentation and confirmation from Master Developer and Desert Edge PID that all connection fee payments required by Desert Edge PID have been received and no more are owing. Copies of documents identifying the connection fee obligations currently in place are attached hereto as Exhibit "C."

**7.9. Sewer Line Capacity.** Once the 349 ERCs of excess capacity in the existing 8-inch line are exhausted pursuant to Table 6-6 of the 2024 Amended Capital Facilities Plan for Grantsville, Utah, Master Developer will be required to install a 12-inch line in accordance with that plan before any additional Final Plat can be recorded after such ERC's are exhausted.

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

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

**9. Default.**

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

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

- 9.2.1. **Specific Claim.** Specify the claimed event of Default;
- 9.2.2. **Applicable Provisions.** Identify with particularity the provisions of any applicable law, rule, regulation, or provision of this ARMADA that is claimed to be in Default; and
- 9.2.3. **Optional Cure.** If the City chooses, in its discretion, it may propose a method and time for curing the Default which may be of no less than sixty (60) days duration, if weather conditions permit.

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

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

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

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

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

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

**To the Master Developer:**

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

**To the City:**

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

**11. Dispute Resolution.**

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

**11.2. Mediation.**

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

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

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

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

15. **Assignability.** The rights and responsibilities of Master Developer under this ARMDA may be assigned in whole or in part, respectively, by Master Developer with the consent of the City as provided herein, which cannot be unreasonably withheld.

15.1. **Sale of Lots.** Master Developer's selling or conveying any Site within the Property

may not be deemed to be an assignment.

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

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

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

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

**16. 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.

**17. Severability.** If any provision of this ARMDA is held by a court of competent jurisdiction to be invalid for any reason, the Parties consider and intend that this ARMDA shall be deemed amended to the extent necessary to make it consistent with such decision and the balance of this ARMDA shall remain in full force and affect.

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

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

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

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

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

23. **Entire Agreement.** This ARMDA, and all Exhibits thereto, documents referenced herein, is the entire agreement between the Parties and may not be amended or modified except either as provided herein or by a subsequent written amendment signed by all Parties. Upon execution of this Amended and Restated Master Development Agreement (ARMDA), the Prior Agreement shall be deemed void and of no further force or effect, having been entirely replaced and superseded by this ARMDA.

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

25. **Further Assurances.** Each party shall execute and deliver such additional documents and take such further actions as may reasonably be necessary to effectuate the transactions contemplated by the Agreement.

26. **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.

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

28. **Amendment.** This ARMDA may be amended only in writing signed by the parties hereto in accordance with GLUDMC.

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

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

31. **Authority.** The Parties to this ARMDA each warrant that they have all of the necessary authority to execute this ARMDA. Specifically, on behalf of the City, the signature of the City Manager is affixed to this ARMDA lawfully binding the City pursuant to Resolution No. \_\_\_\_\_ adopted by the City on \_\_\_\_\_, 2025.

*[Signatures and Acknowledgments to follow]*

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

## MASTER DEVELOPER

Deseret Highlands Investments LLC

## GRANTSVILLE CITY

By: Guy M. Haskell,  
Its: Managing Member

By: \_\_\_\_\_,  
Its: Mayor

Approved as to form and legality:

Attest:

---

## City Attorney

---

## City Recorder

## **CITY ACKNOWLEDGMENT**

STATE OF UTAH )  
COUNTY OF TOOKELE )

On the \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_\_\_\_ 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

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**NOTARY PUBLIC**

My Commission Expires: \_\_\_\_\_

Residing at: \_\_\_\_\_

## MASTER DEVELOPER ACKNOWLEDGMENT

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

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## NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

Residing at: \_\_\_\_\_

## TABLE OF EXHIBITS

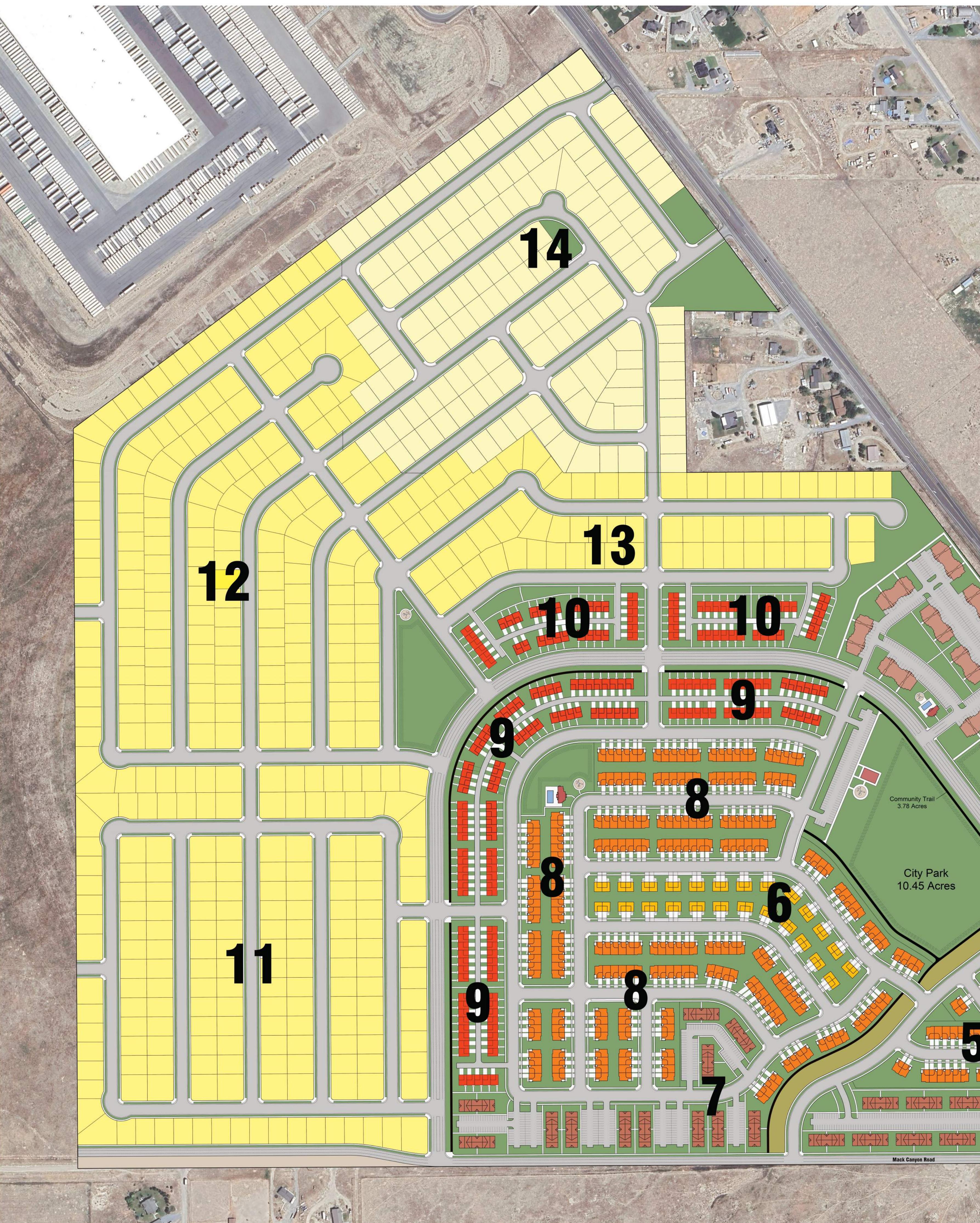
Exhibit "A"  
Exhibit "B"  
Exhibit "C"  
Exhibit "D"  
Addendum No. 1

The Highlands Master Plan  
Legal Description of Property  
Desert Edge PID Documents  
Required Open Space Amenities  
Specific Project Terms

DRAFT

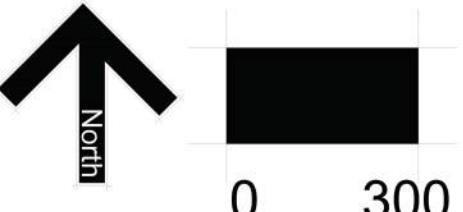
Exhibit "A"  
**The Highlands Master Plan**

DRAFT



Area	Acres	Land Use	Commercial Square Feet	Common Open Space Acres	Density DU/Acre	No. of Lots/Units
1	8.31	Commercial	108,600			
2	11.61	Multi-Family Residential		5.16	15.0	174
3	12.96	Multi-Family Residential		6.49	15.0	194
4	20.53	Condominiums		10.43	13.5	278
5	4.53	Townhomes		0.46	7.1	32
6	6.52	Twin Homes			7.7	50
7	16.07	Condominiums		6.59	10.6	170
8	29.92	Townhomes		1.34	8.1	241
9	14.79	Townhomes				134
10	12.52	Townhomes		2.43	5.4	67
11	40.91	SFD-7000			3.9	161
12	34.92	SFD-7000			4.2	148
13	26.90	SFD-7000			3.6	97
14	38.62	SFD-7000 (Existing Subdivision)			5.2	141
	<b>279.11</b>	<b>Subtotals</b>	<b>108,600</b>	<b>32.90</b>		<b>1,887</b>
	<b>20.50</b>	Arterial/Collector Streets				
	<b>299.47</b>	<b>Totals</b>	<b>108,600</b>	<b>32.90</b>	<b>6.3</b>	<b>1,887</b>
				10.99%		

**The Highlands**  
Master Planned Community  
Grantsville, UT



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

March 29, 2024

**Exhibit "B"**  
**Legal Description of Property**

Beginning at a point on the south line of the Grantsville LLC, Subdivision that is North 00°18'28" West 934.25 feet along the Section line to said south line of from the West Quarter Corner of Section 26, Township 2 South, Range 6 West, Salt Lake Base and Meridian, Tooele County, Utah, as monumented by a brass cap on a steel post set in 1992, and running thence North 53°08'20" East 1135.94 feet along said south line to the westerly line of Highway 138 and to the most northerly corner of Deseret Highlands Subdivision Phase 1; thence South 37°02'16" East 915.73 feet along said westerly Highway line to a corner The Highlands Subdivision Phase 2; thence along the easterly lines of said Phase 2 subdivision and the easterly lines of The Highlands Phase 5 subdivision the following four (4) courses:

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

Highlands Development contains 298.119 acres

Exhibit "C"  
**Desert Edge PID Documents**

DRAFT



**GRANTSVILLE CITY  
RESOLUTION NO. 2024-xx**

**A RESOLUTION APPROVING THE INTERLOCAL AGREEMENT BETWEEN  
GRANTSVILLE CITY AND DESERT EDGE PUBLIC INFRASTRUCTURE DISTRICT  
NOS. 1-3**

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

**WHEREAS**, the City Council of Grantsville City, Utah, has determined that it is in the public interest to approve the Interlocal Agreement with Desert Edge Public Infrastructure District Nos. 1-3 (collectively referred to as the "Districts"); and

**WHEREAS**, the Interlocal Agreement outlines terms for the construction, reimbursement, and use of certain public improvements, including a twelve (12) inch culinary water line in State Route 138, as described in the Agreement; and

**WHEREAS**, the Interlocal Cooperation Act, Utah Code Ann. § 11-13-101 et seq., authorizes agreements between public agencies to make the most efficient use of their powers by enabling them to cooperate on the basis of mutual advantage; and

**WHEREAS**, the terms and conditions of the Interlocal Agreement are consistent with the goals and purposes of the Interlocal Cooperation Act; and

**WHEREAS**, the Interlocal Agreement, attached hereto as Exhibit A, has been reviewed and found to serve the interests of Grantsville 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 Agreement:** The Interlocal Agreement between Grantsville City and Desert Edge Public Infrastructure District Nos. 1-3 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 (xx) DAY OF (xx), 2024.

BY THE ORDER OF THE GRANTSVILLE CITY COUNCIL:



---

By Mayor Neil Critchlow

ATTEST

---

Braydee Baugh, City Recorder



# **EXHIBIT “A”**

The Interlocal Agreement

**INTERLOCAL AGREEMENT  
(REIMBURSEMENT AGREEMENT)**

**BETWEEN**

**THE CITY OF GRANTSVILLE, UTAH**

**AND**

**DESERT EDGE PUBLIC INFRASTRUCTURE DISTRICT NOS. 1-3**

This Agreement is made and entered into as of December       , 2024, by and among the City of Grantsville, a municipal corporation of the State of Utah (“*City*”), and Desert Edge Public Infrastructure District No. 1, Desert Edge Public Infrastructure District No. 2 and Desert Edge Public Infrastructure District No. 3, political subdivisions of the State of Utah (collectively, the “*Districts*”). The City and the Districts are collectively referred to as the Parties.

**RECITALS**

WHEREAS, on May 1, 2024, the City Council of the City adopted a resolution authorizing the creation of the Districts and approving a Governing Document for the Districts (the “*Governing Document*”); and

WHEREAS, the Districts were organized in order to provide for the planning, design, acquisition, construction, installation, relocation, and redevelopment of certain public improvements benefiting the Districts as described in the Governing Document; and

WHEREAS, as authorized by the Governing Document, the Districts may issue bonds (the “*Bonds*”) to finance, among other things, the construction of certain initial public infrastructure consisting of a twelve (12) inch culinary water line in State Route 138 that is eligible for reimbursement from the Bonds as more particularly described on **Exhibit A** attached (the “*Water Infrastructure*”) and such Bonds may be repayable from either property taxes or special assessments levied against property owners within the Districts;

WHEREAS, the Water Infrastructure will constitute a portion of the Public Improvements, as defined in the Governing Document;

WHEREAS, LGI Homes - Utah LLC, a Utah limited liability company (the “*Developer*”) has agreed to construct the Water Infrastructure with excess capacity for use of the Water Infrastructure by development projects outside of the boundaries of the Districts (the “*Non-District Development Projects*”) pursuant to that certain Developer Agreement dated                   , 2024;

WHEREAS, the Developer may request reimbursement for the Water Infrastructure from the District(s) which will be paid from Bond proceeds;

WHEREAS, the Parties have entered into this Agreement to set forth the terms and conditions under which the District(s) will be entitled to reimbursement for the cost of the Water

Infrastructure if the District(s) reimburse(s) the Developer from Bond proceeds for the Water Infrastructure; and

WHEREAS, the City and the Districts have determined it to be in the best interests of their respective taxpayers, residents, and property owners to enter into this Interlocal Agreement ("Agreement").

NOW, THEREFORE, in consideration of the covenants and mutual agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

#### **COVENANTS AND AGREEMENTS**

1. *Water Infrastructure.* The Water Infrastructure consists of a twelve (12) inch culinary water line in State Route 138, as described in more detail in **Exhibit A**.

2. *Reimbursement.*

a. The Water Infrastructure for which the District(s) is entitled to reimbursement under this Agreement is described in **Exhibit A** attached hereto. In the event the Developer requests reimbursement from one or more of the Districts for the Water Infrastructure and a District(s) reimburse(s) Developer for the Water Infrastructure from Bond proceeds, then during the term of this Agreement, the City shall require the owners of Non-District Development Projects to pay to the City certain amounts in accordance with and as provided in **Exhibit B** hereto, plus accrued interest on such Water ERU Reimbursement amount at an interest rate equal to the interest rate on the Bonds commencing on the date the Bonds were issued until the date such Water ERU Reimbursement amount is paid.

b. Subject to Section 2(a), the City shall forward all moneys received pursuant to this Section 2 to the District(s) within thirty (30) days of receipt thereof.

c. The City shall not charge any amounts under Section 2(a) against any user whose property is located within the boundaries of the District(s).

3. *Fire Flow.* The City shall require owners of Non-District Development Projects that propose to connect to the Water Infrastructure to conduct water modeling to ensure that no property within the Districts will fall below City or fire district fire flow requirements. If any hydrants within the District fail fire flow requirements, the City shall remedy the water volume in a timely and reasonable manner at the City's expense and such obligation shall survive any termination or expiration of this Agreement.

4. *Term.* The term of this Agreement shall commence on the date this Agreement is approved by the governing bodies of each of the Parties and shall terminate on the date all the Bonds are paid or discharged in full, including any bonds issued to refinance or refund the initial Bonds, provided that the term of this Agreement may not extend for a period in excess of fifty (50) years.

5. *Notices.* All notices, demands, requests, or other communications to be sent by one party to the other hereunder or required by law shall be in writing and shall be deemed to have been validly given or served by delivery of same in person to the address or by courier delivery, via United Parcel Service, or other nationally recognized overnight air courier service, or by depositing the same in the United States mail, postage prepaid, addressed as follows:

To the District:      Desert Edge Public Infrastructure District Nos. 1-3  
Attn: District Counsel  
Address: 10610 South Jordan Gateway, Suite 200  
South Jordan, Utah 84095  
Phone: 801-527-1040  
Email: [tom@yorkhowell.com](mailto:tom@yorkhowell.com)

To the City: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

All notices, demands, requests, or other communications shall be effective upon such personal delivery or one (1) business day after being deposited with United Parcel Service or other nationally recognized overnight air courier service or three (3) business days after deposit in the United States mail. By giving the other party hereto at least ten (10) days written notice thereof in accordance with the provisions hereof, each of the Parties shall have the right from time to time to change its address.

6. *Amendment.* This Agreement may be amended, modified, changed, or terminated in whole or in part only by a written agreement duly authorized and executed by the Parties hereto, provided any such amendments are subject to any limitations placed upon the District(s) in connection with the issuance of the Bonds.

7. *Assignment.* Neither Party hereto shall assign any of its rights nor delegate any of its duties hereunder to any person or entity without having first obtained the prior written consent of the other Party, which consent will not be unreasonably withheld. Any purported assignment or delegation in violation of the provisions hereof shall be void and ineffectual.

8. *Default/Remedies.* In the event of a breach or default of this Agreement by any Party, the non-defaulting Party shall be entitled to exercise all remedies available at law or in equity, specifically including suits for specific performance and/or monetary damages. In the event of any proceeding to enforce the terms, covenants, or conditions hereof, the prevailing Party in such proceeding shall be entitled to obtain as part of its judgment or award its reasonable attorneys' fees.

9. *Interlocal Cooperation Act.* In satisfaction of the requirements of the Interlocal Cooperation Act in connection with this Agreement, the Parties agree as follows:

a. This Agreement shall be authorized and adopted by resolution of each Party pursuant to and in accordance with the provisions of Utah Code Ann. Section 11-13-202.5;

b. This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each Party pursuant to and in accordance with the Utah Code Ann. Section 11-13-202.5(3);

c. A duly executed original counterpart of this Agreement shall be filed immediately with the keeper of records of each Party pursuant to Utah Code Ann. Section 11-13-209;

d. The Parties agree that they do not, by this Agreement, create an interlocal entity;

e. As required by Utah Code Ann. Section 11-13-207, the Parties agree that the undertaking under this Agreement shall be administered by one member of the board of each Party, each to be appointed by their respective board. Any real or personal property used and the Parties' cooperative undertaking herein shall be acquired, held, and disposed of as determined by such administrators; and

f. No budget shall be established or maintained except as described herein.

10. *Governing Law and Venue.* This Agreement shall be governed and construed under the laws of the State of Utah.

11. *Inurement.* Each of the terms, covenants, and conditions hereof shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

12. *Integration.* This Agreement constitutes the entire agreement between the Parties with respect to the matters addressed herein. All prior discussions and negotiations regarding the subject matter hereof are merged herein.

13. *Parties Interested Herein.* Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon, or to give to, any person other than the District(s) and the City any right, remedy, or claim under or by reason of this Agreement or any covenants, terms, conditions, or provisions thereof, and all the covenants, terms, conditions, and provisions in this Agreement by and on behalf of the District(s) and the City shall be for the sole and exclusive benefit of the District(s) and the City.

14. *Severability.* If any covenant, term, condition, or provision under this Agreement shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such covenant, term, condition, or provision shall not affect any other provision contained herein, the intention being that such provisions are severable.

15. *Counterparts.* This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same document.

16. *Paragraph Headings.* Paragraph headings are inserted for convenience of reference only.

**[SIGNATURE PAGE TO INTERLOCAL AGREEMENT]**

DESERT EDGE PUBLIC INFRASTRUCTURE DISTRICT  
Nos. 1-3

By: \_\_\_\_\_  
Chair

Attest:

By: \_\_\_\_\_  
Secretary

APPROVED AS TO FORM: \_\_\_\_\_

CITY OF GRANTSVILLE, UTAH

By: \_\_\_\_\_  
Mayor

Attest:

By: \_\_\_\_\_  
City Recorder

APPROVED AS TO FORM: \_\_\_\_\_

**EXHIBIT A**

**DESCRIPTION OF THE WATER INFRASTRUCTURE**

## **EXHIBIT B**

### **REIMBURSEMENT OF WATER INFRASTRUCTURE**

Upon the recordation of any plat within a Non-District Development Project, the City shall require the owner(s) of the Non-District Development Project of which such plat is a portion of to pay to the City the following sums:

\$500.00 multiplied by the total number of dwelling units (inclusive of multi-family units, condominium units, townhomes, duplexes, single family detached homes) and equivalent residential units or connections, whether the lots, tracts, or parcels therefor are then platted or unplatte, then-contemplated under the Non-District Development Project's PUD, site or development plan, and/or master development agreement.

Exhibit "D"  
**Required Open Space Amenities**

DRAFT

Addendum No. 1

**Project Specific Terms**

The following provisions are incorporated into the Agreement:

1. Local Street Widths. Local streets shown in the PUD approval having less than 1,000 daily trips or fewer on the report attached hereto as "Addendum 1A" may be approved with a sixty-foot (60') right of way and at least thirty-two feet (32') of asphalt.
2. Mack Canyon Trail. Master Developer shall install an eight foot (8') wide trail along Mack Canyon for the length of the entire Planned Community. The trail shall be configured to allow a future connection to the west.
3. Loop Road. The planned Loop Road may be approved with a 94' right of way with a minimum of 46' of asphalt, with parking on both sides of the road, and otherwise shall comply with Grantsville's requirements. Drainage for such roads are increased to nineteen feet (19').
4. Alleys in Rear Garage Townhouses. Subject to Fire Marshall approval, rear-loaded townhomes may be approved with alleys of no less than twenty feet (20') provided that no fire hydrants, required fire access, or other fire-suppression services relies on the alley.
5. Front Setbacks on Rear Garage Townhouses. Rear-loaded townhomes may be approved with at least fifteen feet (15') front yard setbacks, meaning the area from the front door opposite the garage to the common space or non-access right of way.
6. Single-Family Lot Side Setbacks. Subject to the City engineering and public works departments' approvals, single-family lots may be approved with five foot (5') side yard setbacks on one property abutting a ten foot (10') setback on the adjacent side yard, provided that no non-corner lot may have fewer than fifteen feet (15') of total side yard setbacks, and that there is a minimum of at least fifteen feet (15') between the buildable space in abutting lots along the abutting side yards.
7. Single-Family Corner Lots. Single-family lots on corners may be approved with frontage of ninety feet (90') and a total area of at least 9,000 square feet provided that garages are placed in side yards abutting at an adjoining property and not a street.
8. For each subdivision, Master Developer shall include and record a provision in the community's CC&Rs that limits parking on streets in single-family zones and prohibits, at a minimum, long-term parking of recreational vehicles and trailers on those streets.

# Agenda Item # 7

Consideration of Resolution 2025-58  
Approving the Reclamation Bond  
Agreement with Ashlock



**GRANTSVILLE CITY  
RESOLUTION NO. 2025-58**

**A RESOLUTION OF GRANTSVILLE CITY APPROVING THE RECLAMATION  
BOND AGREEMENT WITH ASHLOCK**

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

**WHEREAS**, Grantsville City requires adequate financial assurances to ensure the reclamation of property as part of its development and land use processes;

**WHEREAS**, Ashlock has submitted a Reclamation Bond dated July 22, 2025, to satisfy the City's requirements for such assurances;

**WHEREAS**, the City has reviewed the submitted bond and determined that it meets the applicable standards for acceptance;

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

**Section 1. Bond Approval:** The Reclamation Bond submitted by Ashlock is hereby approved in the form attached hereto as 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 6TH DAY OF AUGUST, 2025.

BY THE ORDER OF THE GRANTSVILLE CITY COUNCIL:

---

By Mayor Neil Critchlow

ATTEST

---

Braydee Baugh, City Recorder



# EXHIBIT “A”

Surety Bond

Bond Number 7901187538  
Surety NAIC No. 23787  
Permit Number 2025093  
Mine Name

RECLAMATION CONTRACT  
BETWEEN PRINCIPAL  
AND GRANTSVILLE CITY

## SURETY BOND

The undersigned Ashlock, Inc., as Principal,  
a corporation organized under the laws of the State of Utah and  
Nationwide Mutual Insurance Company, as Surety, a company  
organized under the laws of the State of Ohio, hereby jointly and severally bind ourselves,  
our heirs, administrators, executors, successors, and assigns, jointly and severally, unto Grantsville  
City in the penal sum of Fifty Thousand and no/ 100  
dollars (\$ 50,000.00 ).

This Surety Bond is provided to secure the obligations of the Principal, as set forth by the terms and conditions of the Reclamation Contract, and any addendums thereto, to reclaim lands that will be affected by mining operations as identified in the Notice of Intention received, or approved if applicable, by Grantsville City on the 18th day of July , 2025 .

The lands that are covered by this Surety Bond are the Lands Affected by mining operations as defined and described in the above Notice, and the Mining and Reclamation Plan if required, subject to terms and conditions of the Reclamation Contract.

The condition of this obligation is that if Grantsville City determines that Principal has satisfactorily reclaimed the disturbed lands in accordance with the Mining and Reclamation Plan or Notice and has faithfully performed all requirements of the Mined Land Reclamation Act, and complied with the Rules and Regulations adopted in accordance therewith, then this obligation shall be void; otherwise it shall

remain in full force and effect. Failure of the Principal to fulfill the obligations specified by the Mined Land Reclamation Act and the Rules adopted there under, and in accordance with the specification of the Principal's Mining and Reclamation Plan or Notice, may result in forfeiture of this bond in accordance with the applicable statutes and regulations.

If the Mining and Reclamation Plan or Notice provides for periodic partial reclamation of the lands affected, and if the lands are reclaimed in accordance with such Plan or Notice, Act and regulations, then Principal may apply for a reduction in the amount of this Surety Bond. In the converse, if the Mining and Reclamation Plan or Notice provides for a gradual increase in the lands affected or the extent of disturbance, then, Grantsville City may require that the amount of this Surety Bond be increased, with the written approval of the Surety. The amount of reclamation surety may also be adjusted as a result of a periodic review by Grantsville City, which shall take into account inflation/deflation based upon an acceptable Costs Index, or at the request of the operator.

This bond may be canceled by Surety after ninety (90) days following receipt by Grantsville City and Principal of written notice of such cancellation. Written notice to Grantsville City and Principal as required by this paragraph shall be provided by certified mail or by a courier service that provides proof of delivery by signature of the recipient. Surety's liability shall then, at the expiration of said ninety (90) days, cease and terminate except that Surety will remain fully liable for all reclamation obligations of the Principal incurred prior to the date of termination.

Principal and Surety and their successors and assigns agree to guarantee said obligation and to indemnify, defend, and hold harmless Grantsville City from any and all expenses (including attorney fees) which Grantsville City may sustain in the collection of sums due hereunder.

Surety will give prompt notice to Principal and to Grantsville City of the filing of any petition or the commencement of any proceeding relating to the bankruptcy, insolvency, reorganization, or adjustment of the debts of Surety, or alleging any violation or regulatory requirements which could result in suspension or revocation of the Surety's license to do business.

Surety is licensed to do business in Utah and is rated by A. M. Best as A- or better or rated as having Financial Performance Rating (FPR) of 8 or better, and is listed in the U. S. Department of Treasury's Circular "570." Upon incapacity of the Surety by reason of bankruptcy, insolvency, or suspension or revocation of its license, or upon failure to maintain the A. M. Best or FPR rating and listing on Circular "570", Principal shall be without adequate bond coverage as required by Grantsville City and shall have 120 days after notice to replace the bond with other bonds acceptable to Grantsville City. If the Principal does not replace this surety bond as required, Grantsville City may order cessation of mining operations and commence actions to enforce its rights against the Surety. The Surety's liability shall continue and the Surety will remain fully liable for all reclamation obligations of the Principal incurred until this surety bond is forfeited, or the conditions of this obligation have been satisfied.

IN WITNESS WHEREOF, the Principal and Surety hereunto set their signatures and seals as of the dates set forth below.

Ashlock, Inc.

Principal (Permittee)

**Jandi Carter President**

By (Name and Title typed):



Signature

**7/22/2025**

Date

**Surety Company**

Nationwide Mutual Insurance Company

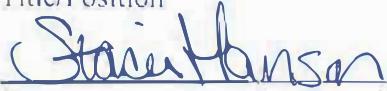
Surety Company Name

Stacie Hanson

Surety Company Officer

Attorney-in-Fact

Title/Position



Signature



One West Nationwide Blvd., 1-14-301

Street Address

Columbus, OH 43215-2220

City, State, Zip

801-984-6100

Phone Number

July 18, 2025

Date

Bond Number 7901187538  
Surety NAIC No. 23787  
Permit Number 2025093  
Mine Name \_\_\_\_\_

SO AGREED this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

AND APPROVED AS TO FORM AND AMOUNT OF SURETY:

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Grantsville City

\*NOTE: Where one signs by virtue of Power of Attorney for a Surety, such Power of Attorney must be filed with this bond. If the Operator is a corporation, the bond shall be executed by its duly authorized officer.

## AFFIDAVIT OF QUALIFICATION

On the 18th day of July, 20 25, Stacie Hanson personally appeared before me, who being by me duly sworn did say that he/she, the said Stacie Hanson is the Attorney-in-Fact of Nationwide Mutual Insurance Company and duly acknowledged that said instrument was signed on behalf of said company by authority of its bylaws or a resolution of its board of directors and said Stacie Hanson duly acknowledged to me that said company executed the same, and that he/she is duly authorized to execute and deliver the foregoing obligations; that said Surety is authorized to execute the same and has complied in all respects with the laws of Utah in reference to becoming sole surety upon bonds, undertaking and obligations.

Signed: Stacie Hanson  
Surety Officer

Title: Attorney-in-Fact

STATE OF Utah )  
 ) ss:  
COUNTY OF Salt Lake )

Subscribed and sworn to before me this 18th day of July, 20 25.

Stephanie Garahana  
Notary Public  
Residing at: West Valley City, Utah

My Commission Expires:

March 23, 20 26.



Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:

KEVIN W ANDREWS; LUKE JACKSON; SEAN BADGER; STACIE HANSON;  
STEPHANIE GARAHANA;

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

**UNLIMITED**

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 1st day of April, 2024.



Antonio C. Albanese, Vice President of Nationwide Mutual Insurance Company

**ACKNOWLEDGMENT**

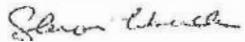
STATE OF NEW YORK COUNTY OF KINGS: ss

On this 1st day of April, 2024, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.



Sharon Labuda Notary Public, State of New York No. 01LA6427697 Qualified in Kings County Commission Expires January 3, 2026
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**CERTIFICATE**



Notary Public  
My Commission Expires  
January 3, 2026

I, Lezlie F. Chimienti, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 18th day of

July 2025



Assistant Secretary

# Agenda Item # 8

Consideration of Resolution 2025-59  
Approving the Renaming of Eastmoor  
Park to the “Scott Bevan Memorial Park”



**GRANTSVILLE CITY  
RESOLUTION NO. 2025-59**

**A RESOLUTION APPROVING THE RENAMING OF EASTMOOR PARK TO THE  
SCOTT BEVAN MEMORIAL PARK**

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

**WHEREAS**, Eastmoor Park is a public park owned and maintained by Grantsville City; and

**WHEREAS**, the City Council recognizes the years of service, dedication, and contributions made by Scott Bevan to the Grantsville community; and

**WHEREAS**, the City Council finds it fitting and appropriate to honor Scott Bevan's memory and service by renaming Eastmoor Park in his honor;

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

**Section 1. Renaming Approval:** The City Council hereby approves the renaming of Eastmoor Park to Scott Bevan Memorial Park in recognition of Scott Bevan's service and contributions to the City.

**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 6TH DAY OF AUGUST, 2025.

BY THE ORDER OF THE GRANTSVILLE CITY COUNCIL:



---

By Mayor Neil Critchlow

ATTEST

---

Braydee Baugh, City Recorder

# Agenda Item # 9

Consideration of Resolution 2025-60  
Approving the Deviation for the  
Driveway Width at 377 Rigdon Street in  
the R-1-21 Zone



**GRANTSVILLE CITY  
RESOLUTION NO. 2025-60**

**A RESOLUTION APPROVING A DEVIATION FOR THE DRIVEWAY WIDTH AT 377  
RIGDON STREET IN THE R-1-21 ZONE**

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

**WHEREAS**, Grantsville City Code §6.14.5(b) states that unless an exception is granted by the City Council, driveway approaches in front and corner yards shall not be greater than 30 feet in width; and

**WHEREAS**, the applicant for the property located at 377 Rigdon Street, in the R-1-21 zoning district, has submitted a request for a deviation from this requirement; and

**WHEREAS**, the applicant is requesting approval for a driveway width of 54 feet, 3 1/4 inches, as shown in the site plan attached hereto as Exhibit A; and

**WHEREAS**, the City Council has reviewed the request and finds that the proposed deviation is appropriate and does not negatively impact the surrounding neighborhood or public safety;

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

**Section 1. Driveway Deviation Approval:** The City Council hereby approves a deviation from Grantsville City Code §6.14.5(b) to allow a driveway width of 54 feet, 3 1/4 inches at 377 Rigdon Street.

**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 (xx) DAY OF (xx), 2025.

BY THE ORDER OF THE GRANTSVILLE CITY COUNCIL:



---

By Mayor Neil Critchlow

ATTEST

---

Braydee Baugh, City Recorder



# EXHIBIT “A”

Lot Plan



# Agenda Item # 10

Consideration of Resolution 2025-61  
approving the appointment of Jason Hill  
to the Planning Commission



**GRANTSVILLE CITY  
RESOLUTION NO. 2025-61**

**A RESOLUTION APPOINTING JASON HILL TO THE GRANTSVILLE CITY  
PLANNING COMMISSION**

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

**WHEREAS**, Grantsville City has established a Planning Commission in accordance with state and local laws to oversee land use matters and provide recommendations to the City Council; and

**WHEREAS**, the Planning Commission plays a vital role in guiding the growth and development of Grantsville City through careful consideration of zoning, land use applications, and planning policies; and

**WHEREAS**, there is a need to appoint a qualified individual to serve as a member of the Planning Commission; and

**WHEREAS**, Jason Hill has been identified as a qualified candidate and is willing to serve in this capacity; and

**WHEREAS**, the term of appointment for Planning Commission members is three years;

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

**Section 1. Appointment:** Jason Hill is hereby appointed to serve as a member of the Grantsville City Planning Commission.

**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 6TH DAY OF AUGUST, 2025.

BY THE ORDER OF THE GRANTSVILLE CITY COUNCIL:



---

By Mayor Neil Critchlow

ATTEST

---

Braydee Baugh, City Recorder

# Agenda Item # 11

Reconsideration of Ordinance 2025-15  
Amending the Zoning Fee Schedule

**GRANTSVILLE  
ORDINANCE 2025-15**

**AN ORDINANCE OF GRANTSVILLE CITY AMENDING THE ZONING FEE  
SCHEDULE**

**WHEREAS**, the Grantsville City Council finds it necessary to update and amend the zoning fee schedule to ensure fees accurately reflect administrative costs and development requirements;

**WHEREAS**, the amendments to the zoning fee schedule are intended to promote fairness, transparency, and efficiency in land use application processes;

**WHEREAS**, the proposed amendments have been reviewed and recommended for approval;

**NOW THEREFORE**, be it ordained by the Council of the Grantsville, in the State of Utah, as follows:

**SECTION 1:** **AMENDMENT** “Zoning Fees” of the Grantsville Fee Schedule is hereby *amended* as follows:

**B E F O R E A M E N D M E N T**

Zoning Fees

<b>Annexation Application Fee</b>	\$1,000.00
<b>Board of Adjustment Fee</b>	\$200.00 per application
<b>Boundary Line Adjustment Fee</b>	\$350.00 per application
<b>Commercial Preliminary Site Plan - Large (greater than 2.5 acres)</b>	\$2,060.00 plus \$100.00 per acre
<b>Commercial Plan and Final Plat Review (greater than 2.5 acres)</b>	<ul style="list-style-type: none"><li>● \$4,175.00 for 0 to 3 acres</li><li>● plus \$350.00 per acre for 3.01 to 50 acres</li><li>● plus \$250.00 per acre for 50.1 or more acres</li></ul>
<b>Concept Plan (Discussion Only)</b>	\$200.00 per application for Staff Consultation \$350.00 per application for Planning Commission
<b>Conditional Use Permits (CUP):</b>	

Commercial/Industrial Amendment to Site Plan	\$1000.00 plus \$100.00 per unit
Commercial/Industrial Tenant Change Application	\$100.00 per application
Home Occupational Use	\$75.00 (if only Zoning Official approval) / \$200.00 (if Planning Commission approval)
Mining, Sand, Quarry, or Gravel	\$1100.00 per application
Miscellaneous Conditional Use Amendment	\$200.00 per application
Radius Report (in house)	\$30.00
Sign Permit	\$200.00 (permanent sign) / \$25.00 (temporary sign)
Sportsman, Kennel or Animal Permit	\$75.00 (if only Zoning Official approval) / \$200.00 (if Planning Commission approval)
Solar	\$250.00 per application
Temporary Construction Living Unit	\$100.00 per application
Temporary Construction Office	\$100.00 per application
Work Meeting	\$350.00 per meeting with Planning Commission \$350.00 per meeting with City Council
Development Agreement	\$800.00 Administrative Fee plus \$3,000.00 retainer for Development Agreement Attorney
<b>General Plan Amendment</b>	\$500.00 per application
<b>Planned Unit Development (Multi-Use, Commercial, Industrial)</b>	<p>\$2,500.00 plus:</p> <ul style="list-style-type: none"> <li>• \$100.00 per acre for the first 20 acres</li> <li>• \$30.00 per acre for the next 30 acres</li> <li>• \$10.00 per acre for each acre over 50 acres</li> </ul>
<b>Planned Unit Development (Residential)</b>	\$2,500.00 plus \$30.00 per dwelling unit per application
<b>Final Plat Amendment (Map)</b>	<ul style="list-style-type: none"> <li>• Final Plat: \$725.00 plus \$55.00 per affected lot</li> </ul>
<b>Public Infrastructure Districts (PID):</b>	

Letter of Intent	\$1,000.00
Governing Documents:	\$1,000.00
<b>Subdivision Preliminary Plat/Plan</b>	
Single Lot Process (Preliminary and Final Fees Combined)	See Final Fees
<b>Two (2) to four (4) lots w/no street improvements needed</b>	See Final Fees
Two (2) to four (4) lots <b>with</b> street improvements needed	See Final Fees
Five (5) and greater	\$1,600.00 plus \$112.00 per lot
<b>Subdivision Final Review</b>	
Single Lot Process (Preliminary and Final Fees Combined)	\$1,450.00
<b>Two (2) to four (4) lots w/no street improvements needed</b>	\$1,000.00
Two (2) to four (4) lots <b>with</b> street improvements needed	\$1,270.00
Five (5) and greater	\$1,525.00 plus \$163.00 per lot
<b>Rezone Application</b>	\$1500.00 per application
<b>Street Dedication/ Vacation</b>	\$340.00 per application
<b>Water Dedication Retainer</b>	\$3,000.00 (any additional costs will be billed by Grantsville City's water attorney)
<b>Internal ADU</b>	\$430.00
<b>Electronic Recording (Mylar, Development Agreements etc)</b>	\$20.00 for initial Signature plus \$10.00 per additional signature
<b>Community Development Class Enrollment</b>	\$15.00.00 for an individual or \$20.00.00 per couple
<b>Community Development Workshop Enrollment</b>	\$25 for an individual or \$30 per couple
<b>Public Hearing Notice - Signage</b>	\$100.00
SR-138 Waterline Connection Fee	\$500.00 per dwelling

## AFTER AMENDMENT

### Zoning Fees

<b>Annexation Application Fee</b>	\$1,000.00
<b>Board of Adjustment Fee</b>	\$2500.00 per application
<b>Boundary Line Adjustment Fee</b>	\$35700.00 per application
<u>Commercial Preliminary Site Plan – Small (0-3 acres)</u>	<u>\$2,000.00 plus \$100 per acre</u>
<u>Commercial Final Site Plan – Small (0-3 acres)</u>	<u>\$3,000.00 plus \$100.00 per acre</u>
<b>Commercial Preliminary Site Plan - Large (greater than 2.53 acres)</b>	\$2,0604,285.00 plus \$1300.00 per acre
<b>Commercial Plan and Final Plat Review (greater than 2.53 acres)</b>	<ul style="list-style-type: none"> <li>• \$4,1756,100.00 base for 0 to 3 acres</li> <li>• plus \$350310.00 per acre for 3.01 to 50.25 acres</li> <li>• plus \$250245.00 per acre for 50.425.1 or more acres</li> </ul>
<b>Concept Plan (Discussion Only)</b>	<u>\$200.00 Per application for Planning staff only</u> <u>\$2500.00 per application for DRC Staff Consultation</u> <u>\$350700.00 per application for Planning Commission</u>
<b>Conditional Use Permits (CUP):</b>	
<b><u>Commercial/Industrial Site Plan</u></b>	<u>\$1000.00 plus \$200 per unit</u>
Commercial/Industrial Amendment to Site Plan	\$1000800.00 plus \$1200.00 per unit
Commercial/Industrial Tenant Change Application	\$1300.00 per application
Home Occupational Use	\$75100.00 (if only Zoning Official approval) / \$200.00 (if Planning Commission approval)
Mining, Sand, Quarry, or Gravel	\$11001,040.00 per application
Miscellaneous Conditional Use Amendment	\$2500.00 per application
<b><u>Miscellaneous Conditional Use Permits</u></b>	<u>\$650.00 (Planning Commission approval)</u>

<b>Radius Report (in house)</b>	<b>\$30.00</b>
Sign Permit	\$200.00 (permanent sign) / \$25.00 (temporary sign)
Sportsman, Kennel or Animal Permit	\$75.00 (if only Zoning Official approval) / \$200.00 (if Planning Commission approval)
Solar	\$250.00 per application
Temporary Construction Living Unit	\$1200.00 per application
Temporary Construction Office	\$1200.00 per application
Work Meeting	\$350.00 per meeting with Planning Commission \$350.00 per meeting with City Council
Development Agreement	<b>\$800.00 Administrative Fee plus \$3,000.00 retainer for Development Agreement Attorney \$2,600.00</b>
<u>Development Agreement Major Changes</u>	<u>\$2,300.00</u>
<u>Development Agreement Minor Changes</u>	<u>\$1,800.00</u>
<u>Pioneering Agreement and Interlocal Agreements</u>	<u>\$2,600.00 plus \$3,000.00 retainer for Pioneering Agreement Attorney</u>
<b>General Plan Amendment</b>	<b>\$500.00 per application</b>
<b>Planned Unit Development (Multi-Use, Commercial, Industrial)</b>	<b>\$2,500.00 plus:</b> <ul style="list-style-type: none"> <li>• \$10.00 per acre for the first 20 acres</li> <li>• \$30.00 per acre for the next 30 acres</li> <li>• \$10.00 per acre for each acre over 50 acres</li> </ul>
<b>Planned Unit Development (Residential)</b>	<b>\$25,500.00 plus \$301.33 per dwelling unit per application</b>
<b>Final Plat Amendment (Map)</b>	<b>• Final Plat: \$725.00 plus \$55.00 per affected lot</b>
<b>Public Infrastructure Districts (PID):</b>	
Letter of Intent	\$1,000.00
Governing Documents:	\$1,000.00
<b>Subdivision Preliminary Plat/Plan</b>	
Single Lot Process (Preliminary and Final Fees Combined)	See Final Fees

Two (2) to four (4) lots w/no street improvements needed	See Final Fees
Two (2) to four (4) lots <b>with</b> street improvements needed	See Final Fees
Five (5) and greater	\$1,600 <u>2,000</u> .00 plus \$112.00 per lot
<b>Subdivision Final Review</b>	
Single Lot Process (Preliminary and Final Fees Combined)	\$1,450 <u>1,320</u> .00
Two (2) to four (4) lots w/no street improvements needed	\$1,000 <u>325</u> .00
Two (2) to four (4) lots <b>with</b> street improvements needed	\$1,270.00 <u>\$1,330.00 + \$100.00 per lot</u>
Five (5) and greater	<u>\$1,525.00 plus \$163.00 per lot</u> <u>\$2,000.00 base plus \$163.00 per lot</u>
<b>Rezone Application</b>	\$1500 <u>1,365</u> .00 per application
<b>Street Dedication/ Vacation</b>	\$340.00 per application
<b>Water Dedication Retainer</b>	\$3,000.00 (any additional costs will be billed by Grantsville City's water attorney)
<b>Internal ADU</b>	\$430 <u>154</u> .00
<b>External ADU</b>	See Single Lot Fees
<b>Electronic Recording (Mylar, Development Agreements etc)</b>	<u>\$150.00</u> <u>20.00 for initial Signature plus \$10.00 per additional signature</u>
<b>Community Development Class Enrollment</b>	<u>\$15.00.00 for an individual or \$20.00.00 per couple</u>
<b>Community Development Workshop Enrollment</b>	<u>\$25 for an individual or \$30 per couple</u>
<b>Public Hearing Notice - Signage</b>	\$100.00
SR-138 Waterline Connection Fee	\$500.00 per dwelling
<b>Open Space Fee-in-lieu</b>	<u>10% of the pre-developed land value of the total parcel acreage.</u>
<b>Floodplain Review Fees</b>	<u>3rd Party Incurred Cost (consultant)</u>
<b>Fire Hydrant Testing</b>	<u>\$50.00 per hydrant</u>

Infrastructure Reimbursement  
Application

\$1,000.00 per application

**SECTION 2: SEVERABILITY CLAUSE** Should any part or provision of this Ordinance be declared by the courts to be unconstitutional or invalid, such decision shall not affect the validity of the Ordinances a whole or any part thereof other than the part so declared to be unconstitutional or invalid.

**SECTION 3: EFFECTIVE DATE** This Ordinance shall take effect immediately upon its passage and approval as provided by law.

PASSED AND ADOPTED BY THE GRANTSVILLE COUNCIL

	<b>AYE</b>	<b>NAY</b>	<b>ABSENT</b>	<b>ABSTAIN</b>
Heidi Hammond	_____	_____	_____	_____
Jolene Jenkins	_____	_____	_____	_____
Jeff Williams	_____	_____	_____	_____
Rhett Butler	_____	_____	_____	_____
Jacob Thomas	_____	_____	_____	_____
Presiding Officer			Attest	

Neil Critchlow, Mayor, Grantsville

Braydee Baugh, City Recorder,  
Grantsville

## **Agenda Item # 12**

Closed Session (Imminent Litigation,  
Personnel, Real Estate)

## **Agenda Item # 13**

Adjourn